

CITY COUNCIL AGENDA

January 5, 2026



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_MUXG_RibQK-awK0AchQWug

There will be a quorum of Council members present for a reception at 6:00 pm. No City business will be conducted.

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 ADACoordinator@ellensburgwa.gov. Five (5) business days' notice is appreciated.

COUNCIL MEETING

GUIDELINES FOR PUBLIC PARTICIPATION

All City Council meetings are broadcast on Charter/Spectrum Channel 191 and available to livestream on Ellensburg Community Television at www.ectv2.com or on YouTube at [ECTV Ellensburg](https://www.youtube.com/channel/UC1v1v1v1v1v1v1v1v1v1v1v1). 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, January 5, 2026
6:00 PM - Reception
7:00 PM - Regular Meeting**

Council Reception

Pledge of Allegiance

1. Call to Order and Roll Call

1.A Oath of Office for Councilmembers Goodloe, Lillquist and Palmer

1.B Election of Mayor and Mayor Pro Tem

2. Proclamations (No Public Comment)

3. Awards and Recognitions

4. Approval of Agenda (No Public Comment)

5. Consent Agenda (No Public Comment)

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

5.A Approve Minutes of December 15, 2025 Regular Meeting	6
5.B Acknowledge Minutes of Boards and Commissions	10
5.C Acknowledge Reappointment of Mike Davis to LEOFF 1 Disability Board	25
5.D Consultant Agreement - Library and Hal Holmes HVAC Replacement Design	26
5.E Interlocal Agreement with Kittcom for Accounting Services	43
5.F Authorize the Public Works Director to sign the Water Quality Stormwater Capacity Grant Agreement with the Washington State Department of Ecology	59
5.G Amendment 2 to the 2023 Electrical System Plan Consultant Services Agreement	81
5.H Iron Horse Brewery Wastewater Discharge Agreement Amendment and Extension	84

5.I	Authorize the City Manager to sign the Purchase Order for the Washington Cities Insurance Authority (WCIA) Annual Liability Assessment	91
5.J	Approve January 1, 2026 Voucher Listing	94
6.	Petitions, Protests, and Communications	
6.A	Environmental Commission Confirmation (CWU) - Jordan Spradlin (Public Comment Opportunity)	95
6.B	Council Boards & Committee Assignments (Public Comment Opportunity)	97
7.	Public Comment on Non-agenda Issues	
8.	Business Requiring Public Hearings	
8.A	Public hearing (legislative) to adopt a Resolution amending the City's Six-Year Transportation Improvement Plan (TIP) for 2026-2031; revising grant-funded projects (Public Comment Opportunity)	100
9.	Introduction and Adoption of Ordinances and Resolutions	
9.A	Ordinance 4979 Amending City Code to Codify the New Transit Sales and Use Tax, and Repealing the Transportation Benefit District Sales Tax (For Adoption in a Single Reading) (Public Comment Opportunity)	107
9.B	Resolution 2026-02-Authorization to Acquire Property (Public Comment Opportunity)	112
10.	Unfinished Business	
11.	New Business	
12.	Miscellaneous	
12.A	Manager's Report (No Public Comment)	125
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

December 15, 2025

7:00 PM

Council Chambers

501 North Anderson Street

Ellensburg, WA 98926

And remotely via Zoom

Pledge of Allegiance

The Pledge of Allegiance was led by Councilmember Palmer.

1. Call to Order and Roll Call

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

Others present in person: City Manager Behrends Cerniwey, City Attorney Horner, City Clerk Leader, Community Development Director Carlson, Planning Manager Henderson, Associate Planner Rud, Housing Program Manager Frey, Water Resources Manager Springer, Public Works Director Lyyski, and approximately eight members of the public

Others present remotely via Zoom: HR Director Young and three members of the public

2. Proclamations

3. Awards and Recognitions

4. Approval of Agenda

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

5. Consent Agenda

- 5.A Approve Minutes of December 1, 2025 Regular Meeting
- 5.B Approve Minutes of December 1, 2025 Study Session
- 5.C Approval of Special Event Where Alcohol is Served - 2026 Winterhop Brewfest
- 5.D Diversity, Equity & Inclusion Commission 2025 Annual Report
- 5.E Environmental Commission Resignation - Jean Marie Linhart
- 5.F Approve the 2026-2028 Collective Bargaining Agreement with OPEIU Local 8
- 5.G Approve December 15, 2025 Voucher Listing

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

6. Petitions, Protests, and Communications

- 6.A Affordable Housing Commission Reappointments - John Perrie & Dan Witkowski (Public Comment Opportunity)
Heidi Behrends Cerniwey, City Manager presented the information.

Councilmember Palmer moved to approve reappointment of John Perrie and Dan Witkowski to the Affordable Housing Commission. **Motion Approved 7-0**

7. Public Comment on Non-agenda Issues

Public Comment was heard by the following citizen:
Pat Kelleher, City resident

8. Business Requiring Public Hearings

9. Introduction and Adoption of Ordinances and Resolutions

- 9.A Ordinance 4977 (Second Reading) 2025 Annual Comprehensive Plan Amendments (Public Comment Opportunity)
Stacey Henderson, Planning Manager, presented information in the staff report.

Public comment on the topic was heard from the following citizens:
Pat Kelleher, City resident
Amber Hoefler, Ellensburg resident & DEI Commission member

Councilmember Goodloe moved to conduct second reading and adoption of Ordinance 4977, 2025 Annual Comprehensive Plan Amendments. **Motion Approved 6-1 (Thompson voted no)**

- 9.B Resolution 2025-32 - Fiscal Year 2026 Pay Plan for Non-Represented Employees (Public Comment Opportunity)
Lisa Young (present remotely), HR Director, presented information in the staff report.

Councilmember Palmer moved to approve Resolution 2025-32 adopting the 2026 fiscal year Pay Plan for Non-Represented employees, including the necessary budget adjustments. **Motion Approved 7-0**

10. Unfinished Business

11. New Business

- 11.A Interlocal Agreement Between the City of Ellensburg and Kittitas County for Flood Insurance Rate Map Updates for Whiskey and Mercer Creeks (Public Comment Opportunity)
Rebecca Springer, Water Resources Manager, Arden Thomas with Kittitas

County Flood Control Zone District, and Dan Carlson, Community Development Director, presented information to Council. Council asked questions of staff.

Councilmember Palmer moved to approve the City Manager's signature on an Interlocal Agreement between the City of Ellensburg and Kittitas County for Flood Insurance Rate Map Updates for Whiskey and Mercer Creeks (as attached, or in substantially similar form). **Motion Approved 7-0**

- 11.B Interlocal Agreement between Kittitas County and the City of Ellensburg for Pooling of Opioid Funds Resulting from the Settlement of Claims Against Pharmaceutical Supply Chain Participants (Public Comment Opportunity)
Heidi Behrends Cerniwey, City Manager, presented information in the staff report. Council asked questions of staff.

Councilmember Palmer moved to approve the Interlocal Agreement between Kittitas County and the City of Ellensburg for Pooling of Opioid Funds Resulting from the Settlement of Claims Against Pharmaceutical Supply Chain Participants and necessary budget adjustments and authorize the City Manager to execute the agreement. **Motion Approved 7-0**

- 11.C Notice of Intent to Commence Annexation Proceedings for Parcel 631033 Located at 1830 Hwy 97 (Public Comment Opportunity)
Mark Rud, Associate Planner, presented information in the staff report.

Councilmember Palmer moved to approve the notice of intent to commence annexation proceedings, set annexation area as shown on the attached map, set simultaneous adoption of zoning as provided for in this agenda report, and the City shall require the assumption of all or of any portion of existing city or town indebtedness by the area to be annexed. **Motion Approved 7-0**

12. Miscellaneous

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

The City Manager reviewed the report. City facility holiday hours were announced.

An Executive Session would be held per RCW 42.30.140(4)(B) and was anticipated to last 10 minutes. No action would be taken.

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

- Councilmember Lillquist attended a County Airport Advisory Committee meeting and a Checkerboard Partnership meeting
- Councilmember Goodloe attended a DEI Commission meeting
- Councilmember Beauchamp attended Library Board
- Councilmember Palmer reported on Affordable Housing
- Councilmember Miller attended Planning Commission
- Mayor Elliott reported on KCCOG, and attended a County Developmental Disabilities Advisory Committee meeting

13. Executive Session

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

Council recessed to Executive Session at 8:33 pm.

Council reconvened at 8:39 pm

14. Adjournment

Meeting adjourned at 8:39 pm

Mayor

ATTEST:

City Clerk



CITY OF ELLENBURG
Meeting Date of Meeting
Start Time of Meeting
Place of Meeting

Arts Commission Meeting Minutes
Nov. 13, 2025
4:01 PM
City Hall, Council Conference Room

1. Call to Order and Roll Call of Members

1.A Chair Eyre, Commissioner Dougherty, Commissioner Snedeker,
Commissioner Wenz
Absent: None
Welcome guest: Jensen Lopez,

2. Approval of Agenda

Motion to approve Nov. 13, 2025, Arts Commission meeting agenda as presented.
By: Commissioner Snedeker
Seconded: Commissioner Dougherty
In Favor: All in favor
Opposed: None
Abstain: None
Motion Carries

3. Approval of Minutes

Motion to approve October 16, 2025, Arts Commission meeting minutes
By: Commissioner Eyre
Seconded: Commissioner Snedeker
In Favor: All
Opposed: None
Abstain: None
Motion Carries

4. Budget/Financial Report

4.A YTD 2025 Arts Commission Budget Update and review of 2026 Spending Plan.

Staff review current Arts Commission Budget (YTD) and proposed 2026 Spending Plan to recommend to City Council for approval.

- YTD 2025 reimbursements for Project Grant and administrative costs.

5. New Business

5.A Discuss 2026 Arts Commission Retreat Dates and Planning

Commission discussed priorities for the 2026 Arts Commission retreat

Date: Jan. 8, 2026, 4:00-6:00 pm

Potential Location: EDA Office

Topics:

Vacant store fronts/public art loan

Digital public art library

New Art Walk Signs

Review 2026 Awards/Celebration/timing

Action Item: Staff check with EDA for room availability

5.B 2026 Arts Commission Proposed Schedule

Commission reviewed proposed dates and staff can move forward with public posting of dates.

2026 Proposed Arts Commission Meeting Schedule

All Arts Commission meetings are on the second Thursday of each month.

January 8, 2026

February 12, 2026

March 12, 2026

April 9, 2026

May 14, 2026

June 11, 2026

July: No meeting

August 13, 2026

September 10, 2026

October 8, 2026

November 12, 2026

December 10, 2026

Action Item: Staff post 2026 dates on City website and City calendar

Bus Shelter Discussion: Reviewed the submissions (4)

Commissioners reviewed the bus shelter submitted art and ranked/scored the selected top three. However, due to the submitted pieces, the commissioners would like to see content on in rendering format—to determine if the submitted art pieces will work within the bus shelter framework. Selected art pieces may require editing/adjusting to fit within the rendering—need to see artwork in proper scale. This needs to happen before deciding where to put them:

Action Items: Staff will reach out to the selected artists and resend the rendering and relay the Commission decision. Copy Commissioner Eyre on the email to each artist.

Bus Shelter Locations: Rotary Park/Ruby and 3rd (near Light Curve)/ S. Ruby (behind Les Swab)

6. Unfinished Business:

6.A Review and move to recommended applicants for City Council approval to serve on the Ellensburg Arts Commission to fill the following vacancies:
Motion to approve recommendation to City Council for applicants Therese Young to the Arts Commission serving through May 31, 2027, and Jensen Lopez to the Arts Commission serving through May 31, 2029.

By: Commissioner Eyre

Seconded: Commissioner Snedeker

In Favor: All

Opposed: None

Abstain: None

Motion Carries

7. Subcommittee Business:

7.A Funding & Advocacy: Jerry/Alex: 2026 recommended Project Grants going to council for review and approval at the November 17, 2025, meeting.

First Friday Art Walk: Matt/Alex: Update on Nov. FFAW and discussed the Thursday CWU Art Walk at the Presidents residents. Publicity didn't get spread out. Good to have a follow up meeting. Potential conflicts

City Art/Public Art: Jerry/Alex: Set up meeting to discuss needs—December. Meet before the retreat. **Action Item:** Staff set up meeting with Jerry/Alex/Staff.

Awards & Distinctions: Jeff/Alex/Staff:

- Arts Treasure & Arts Advocate Award Discuss location for next year. Put certificates into frames. Art or gift for Advocate.
- Poet Laureate: Arts Commission selection for 2026-2028 Poet Laureate will be presented to City Council for approval on Nov. 17, 2025

Ellensburg Creative District: Jeff/Alex/Staff

- Sister City District meeting: Staff gave update on meeting
- ArtsWA Capital Grant update: Due to the nature of a reimbursement grant, the Arts Commission will pass on applying for the grant for this year.

8. Citizen Comment: No citizen comment

9. Staff Update/Discussion Items: No update given

10. Commission Representative Update: No update given

11. Adjournment Time: 5:22

CITY OF ELLENSBURG
Date of Meeting
Time of Meeting
Place of Meeting

Minutes of Diversity, Equity & Inclusion
Commission Meeting
November 11, 2025
3:00 PM
Council Chambers & Zoom

1. Call to Order and Roll Call

Chair Nancy Goodloe called the meeting to order at 3:03 p.m.

Roll Call Present: Phil Backlund, Kandee Cleary, Nancy Goodloe, Amber Hoefler, M. Eliatamby-O'Brien, and Serena Turney.

Also present: Nicole Klauss, assigned staff member to the commission; Christopher Horner, City Attorney; Heidi Behrends Cerniwey, City Manager; Ramona Bryant, League of Women Voters of Kittitas County, and 2 members of the public.

The Commission did not read the grounding statement.

2. Approval of the Agenda

Chair Goodloe suggested moving 4.B Discussion about 2026 Commission Goals to the December meeting in light of conversations that will be had in the next couple of months. Commissioner Cleary moved to table item 4.B to the regular meeting in December and approve the agenda as amended. Commissioner Hoefler seconded the motion. There was no discussion. Motion approved 5-0.

3. Approval of Minutes from September 9, 2025 Commission Meeting and October 17, 2025 Commission Retreat

Commissioner Cleary moved to approve the meeting minutes from the September 9, 2025 DEI Commission meeting and October 17, 2025 DEI Commission Retreat. Commissioner Backlund seconded the motion. There was no discussion. Motion approved 5-0.

4. New Business

- A. The Commission reviewed the draft 2025 annual report. The Commission indicated an interest in adding a narrative piece. A subcommittee of Eliatamby-O'Brien, Hoefler, and Goodloe will update the report and provide a draft to staff for the next meeting agenda. The item will be moved to the December agenda for approval to be submitted to the City Council's second meeting in December. Staff will provide a copy of the bulleted list, the 2024 report, and the 2025 spending plan to the subcommittee.
- B. Commissioner Hoefler provided an update on the upcoming November 13 Planning Commission Meeting. Hoefler attended a Planning Commission study session that briefed them on the background of the City Council

recommendations on Chapter 9. The public hearing will take place at the Planning Commission meeting on Thursday, November 13. City Council will hold a public hearing on December 1 and a second reading on December 15.

The Commission discussed providing formal feedback to the Planning Commission. Goodloe encouraged members to attend the Planning Commission meeting and the December City Council meeting.

Commission members expressed concerns about the transparency of the process and how the chapter got to the current version going before the Planning Commission, the erasure of marginalized communities and Ellensburg's history, measurable goals, and that they viewed the proposed changes as substantial. Commission members discussed potentially proposing alternate language to an updated Chapter 9.

Commissioner Hoefer made a motion to write an electronic recommendation sharing concerns and offering input on the draft to Planning Commission to be emailed by tomorrow (November 12). Eliatamby-O'Brien seconded the motion. During discussion,

Commissioner Cleary moved to table the discussion until after the executive session. Commissioner Backlund seconded the motion. Motion approved 5-0.

Executive Session

The Commission decided to hold executive session earlier in the meeting. The Commission left for executive session with the initial session held for 25 minutes, then extended the session by 10 minutes, and then extended the session by 5 minutes.

The Commission held an executive session related to RCW 42.30.110(1)(i)(iii),), to discuss with legal counsel representing the agency matters relating to agency enforcement actions, or to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency.(iii) Litigation or legal risks of a proposed action or current practice that the agency has identified when public discussion of the litigation or legal risks is likely to result in an adverse legal or financial consequence to the agency.

Upon return from Executive Session, the Commission decided to replace the main motion. Commissioner Hoefer moved to send virtual communication to the Planning Commission to vote no on the new Chapter 9 changes so the DEI Commission can offer input on the draft and share concerns. Commissioner Eliatamby-O'Brien seconded the motion. There was no discussion. Motion approved 5-0.

Commissioner Hoefer made a motion to send staff an email with the recommendation by 6 p.m. tomorrow (November 12), so staff can forward it to the Planning Commission.

Commissioner Backlund seconded the motion. There was no discussion. Motion approved 5-0.

Goodloe said the rest of the regular agenda would be moved to the December meeting due to lack of time.

9. Staff Report

Goodloe mentioned the Community Thanksgiving Dinner was listed in the staff report.

10. Public Comments

Chair Goodloe called for public comment. There was none.

12. Preview Next Meeting December 9, 2025

- Annual report review and approval
- 2026 goals discussion

Meeting adjourned at 4:40 p.m.

Nicole Klauss

Drafted: 11/11/2025

Approved: 12/9/2025

CITY OF ELLENSBURG
Date of Meeting
Time of Meeting
Place of Meeting

Minutes of Diversity, Equity & Inclusion
Special Commission Meeting
November 18, 2025
4:00 PM
Council Chambers & Zoom

1. Call to Order and Roll Call

Chair Nancy Goodloe called the meeting to order at 4:00 p.m.

Roll Call Present: Phil Backlund, Kande Cleary, Nancy Goodloe, Amber Hoefler, and M. Eliatamby-O'Brien.

Also present: Nicole Klaus, assigned staff member to the commission; Ruben Cardenas, CWU liaison; Christopher Horner, City Attorney; Heidi Behrends Cerniway, City Manager; and 7 members of the public, (4 were online).

2. Approval of the Agenda

Commission member Kande Cleary moved to approve the agenda. Commission member Hoefler seconded the motion. There was no discussion. **Motion approved 4-0.**

3. New Business

The Commission discussed an alternate draft to Chapter 9 of the City's comprehensive plan that was written by a commission subcommittee (of less than quorum). Discussion included comments that the draft approved by Planning Commission and written by staff included substantial changes that removed the intention of the chapter and that the chapter could be rewritten to remove the terms "diversity, equity and inclusion" without losing the meaning behind the chapter. Commission member said the draft captures discussion from the common ground workshop. Commission members suggested minor changes to the draft. Commission members asked questions about the process.

Commission members indicated an interest in writing a letter to accompany the draft chapter framing why the DEI Commission is proposing a new draft, mentioning what was lost from the community conversations, and why it is an intermediate option as work continues with the Comprehensive Plan 2026 update.

Commission member Phil Backlund made a motion to accept the DEI Commission's Chapter 9 draft as written with changes agreed upon and send it to the City Council to be accompanied by a letter explaining the rationale for the draft. Commission member M. Eliatamby-O'Brien seconded the motion. **Motion approved 4-0.**

M. Eliatamby-O'Brien and Amber Hoefler will write the letter will present the draft as a communication item at the December 1 City Council meeting and provide it as comment during a public hearing. Commission members will provide staff with the letter by end of day Monday, November 24 to get it on the City Council agenda for December 1.

Meeting adjourned at 4:48 p.m.

Drafted by: Nicole Klauss, assigned staff member to the DEI Commission

Drafted: 11/19/2025

Approved: 12/9/2025



CITY OF ELLENSBURG

Minutes of LEOFF 1 Disability Board, Regular Meeting

Date of Meeting

October 22, 2025

Time of Meeting

8:00 AM

Place of Meeting

Ellensburg City Hall - Council Conference Room

501 N Anderson St.

Ellensburg, WA 98926

1. Call to Order

The meeting was called to order at 8:05 am

Board members present: Mike Davis, Nancy Goodloe, Nancy Lillquist, and Larry Loveless

Board members absent: None

Others present: Beth Leader, Board Clerk

2. Approval of Agenda

Nancy Lillquist moved to approve the Agenda as amended, adding four additional claims.

Motion Approved 4-0

3. Approval of Minutes

3.A Approve Minutes of September 24, 2025 Regular Meeting

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

4. Unfinished Business

4.A Continued discussion regarding retiree medical insurance

Beth explained the process for transferring the medical insurance coverage to the AWC program. Regence will be the insurer for the LEOFF retirees.

5. New Business

5.A Six claims from two retirees

Four additional claims were received for board review, for a total of ten claims.

Nancy Goodloe moved to approve the ten claims as submitted. **Motion Approved 4-0**

6. Miscellaneous

Beth explained a board member's term was expiring December 31, 2025 and would send out ballots to all retirees for voting.

7. Adjournment

Meeting adjourned at 8:20 am



CITY OF ELLENSBURG

Minutes of LEOFF 1 Disability Board, Regular Meeting

Date of Meeting

November 26, 2025

Time of Meeting

8:00 AM

Place of Meeting

Ellensburg City Hall - Council Conference Room

501 N Anderson St.

Ellensburg, WA 98926

1. Call to Order

The meeting was called to order at 8:05 am

Board members present: Mike Davis, Nancy Goodloe, Nancy Lillquist, and Larry Loveless (arrived at 8:13 am)

Board members absent: None

Others present: Beth Leader, Board Clerk

2. Approval of Agenda

Nancy Goodloe moved to approve the Agenda as presented. **Motion Approved 3-0**

3. Approval of Minutes

3.A Approve Minutes of October 22, 2025 Regular Meeting

Nancy Goodloe moved to approve the minutes as presented. **Motion Approved 3-0**

4. Unfinished Business

5. New Business

5.A Four claims from three retirees

Beth explained one claim, which includes an amount for Long Term Care, is still on hold (the LTC amount).

Nancy Goodloe moved to approve the four claims as submitted. **Motion Approved 3-0**

6. Miscellaneous

Retiree insurance enrollment forms were submitted to AWC who will be processing for Regence Insurance.

The expiring board position for the Firefighter position, will be sent out to retirees for vote.

Members agreed to reschedule the December meeting to December 17, 2025.

7. Adjournment

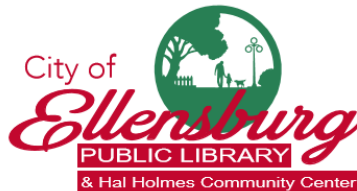
Meeting adjourned at 8:20 am

CITY OF ELLENSBURG

Date of Meeting:

Time of Meeting:

Place of Meeting:



LIBRARY BOARD

November 11, 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 4:32 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: Stacey Henderson (Community Development Planning Manager)

III. APPROVAL OF AGENDA

Motion made by James to approve the agenda; motion seconded by Delgado.

Motion approved. Motion passed 7-0.

IV. APPROVAL OF MINUTES

Motion made by Brown-Pratz to approve the September 2025 minutes; motion seconded by Blackson.

Motion approved. Motion passed 7-0.

V. CORRESPONDENCE AND CITIZEN COMMENTS/SUGGESTIONS

Patron commented that they liked the new computer chairs.

VI. REPORTS

- A. Director Report: Two new library substitutes were hired, Ginny N. Blackson and Mike Elkins. Both have 20+ years of library experience. KCRLB funding request was approved by County Commissioners. Facilities Assistant Mitch Cook has passed his probation. Author Natalie Hammerquist presented on October 28th. With the closing of Baker and Taylor book vendor, we are now ordering from Ingram.
- B. Budget Report: October budget as reviewed and discussed.
- C. Friends of the Library Report: No report.
- D. Library Birthday Event: Date set for January 20, 2026, 4:30pm-6:00pm. Music choice will be classical strings. Melina Meader will help find a group.

VII. UNFINISHED BUSINESS

A. Library user survey- Final survey questions were reviewed. Survey

VIII. NEW BUSINESS

A. Stacey Henderson, presented on the City Comprehensive Plan.

IX. UNSCHEDULED BUSINESS

Sarita Dasgupta, Library Assistant, has been named City of Ellenburg Poet Laureat for 2026-2028.

Richard will write commendation letter on behalf of the Board.

X. UPCOMING PROGRAMS/EVENTS

Upcoming events presented.

XI. NEXT MEETING

Tuesday, December 9, 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



CITY OF ELLENSBURG

Minutes of Lodging Tax Advisory Committee, Regular Meeting

Date of Meeting

October 22, 2025

Time of Meeting

1:00 PM

Place of Meeting

Council Conference Room 501 North Anderson Street

Ellensburg, WA 98926

And remotely via Zoom

1. Call to Order and Roll Call

1.A Roll Call Present: Arlo Evasick, Carmen Wiggins, Lacie Dawson, Steve Townsend, Chair, Sarah Beauchamp
Absent: None

Guests: Amy McGuffin and Matt Anderson, Kittitas County Chamber of Commerce

2. Approval of Agenda

2.A Motion: Move to approve the October 22, 2025, LTAC meeting agenda as presented.

By: Steve Townsend

Seconded by: Carmen Wiggins

All in Favor:

Opposed: None

Abstained: None

Motion carries

3. Approval of Minutes

3.A Approval of August 6, 2025, Lodging Tax Advisory Committee meeting minutes as presented.

Motion: Move to approve September 10, 2025, Lodging Tax Advisory Committee meeting minutes as presented.

By: Lacie Dawson

Seconded: Steve Townsend

All in Favor: All in Favor

Opposed: None

Abstained: None

Motion Carries

4. Unfinished Business

4.A Consolidated Lodging Tax Grant Applications Scoring

Committee reviewed submitted applications, discussed individual scoring, created a consensus score, and Ellensburg funding recommendations. Submitted applications to the County via LaserFiche.

*Note: During the scoring process, both Lacie Dawson and Arlo Evasick recused themselves from their specific applications represented and stepped out of the room during funding recommendation decisions for those respective applications.

7. Citizen Comment:

There was no citizen comment

9. Adjournment

With no further business, the meeting was adjourned at 3:45 pm.

Respectfully Submitted,
Kelle Vandenberg



Meeting Date: January 5, 2026
City of Ellensburg
City Council Agenda Report

Agenda Subject: Acknowledge Reappointment of Mike Davis to LEOFF 1 Disability Board
Submitted by: Beth Leader
Department: City Clerk

Suggested Motion/Action:

Acknowledge the reappointment of retired firefighter Mike Davis to the LEOFF 1 Disability Board

Background/Summary:

Council adopted Ordinance 4927 in October 2023, creating the City Law Enforcement Officers and Firefighters (LEOFF) 1 Disability Board. Members who served on the Kittitas County LEOFF 1 Disability Board were retirees from the City of Ellensburg, and also agreed to serve on the City board. Per RCW 41.26.110, Law Enforcement and Firefighter board members are elected by retirees who were employed by the City.

Previous Council Action:

Adoption of Ordinance 4927 on October 16, 2023, creating the City's LEOFF 1 Disability Board and the previous appointment of Mr. Davis to the board was approved at the September 16, 2024 Council meeting.

Analysis:

Mike Davis volunteered to serve in the firefighter position on the board and was appointed to the position in September 2024. Ballots were sent out to retirees and received back by December 12, 2025 voting in favor of Mr. Davis.

Financial Impact:

None

Budget Adjustment: No

Attachments:

None



Meeting Date: January 5, 2026
City of Ellensburg
City Council Agenda Report

Agenda Subject: Consultant Agreement - Library and Hal Holmes HVAC Replacement Design
Submitted by: Hunter Slyfield, Shop & Warehouse Manager
Department: Public Works

Suggested Motion/Action:

Move to authorize the City Manager to sign the attached professional services agreement with MW Engineers to complete the design, preparation of construction bid documents and construction administration for the Library and Hal Holmes HVAC Replacement Project.

Background/Summary:

The Ellensburg Public Library and Hal Holmes Community Center serve as downtown public community gathering spaces. The building also serves as a community warming/cooling center during times of extreme weather. This project will upgrade and replace outdated and failing equipment within the facility.

The 19,422 SF building is served by two separate systems, the north end for the Ellensburg Public Library and the south end of the Hal Holmes Community Center. The Ellensburg Public Library building's heating, ventilation and air conditioning (HVAC) system was installed in the late 1960s; its air handler is inefficient due to its antiquated design. Due to the system's age, parts are breaking more often because they are worn out and are often hard to come by as they are now obsolete, leading to a mixture of after-market parts and temporary repairs. The library HVAC system has surpassed its service life and requires replacement. The roof-mounted packaged HVAC units that serve the Hal Homes Community Center are also nearing the end of their service life. Replacing units together offers efficiencies in design and construction.

Previous Council Action:

On March 17, 2025, Council authorized staff to apply for Community Development Block Grant (CDBG) funds and adopted Resolution 2025-05 describing a grievance process related to the use of CDBG funds.

Analysis:

The City was awarded \$1.62M in federal CDBG funds for the project. The total project cost is estimated at \$2M and \$347,550 in City matching funds will be contributed. Staff went through a qualifications-based consultant selection process and MW Consulting Engineers was selected.

Staff has negotiated a proposed Consultant Agreement for consideration in the amount of \$186,350.

Financial Impact:

The City was awarded \$1,620,000 in federal CDBG funds for this project. Engineering design costs totaling \$186,350 will be funded locally from the City's 2017 Facility Improvement Bond fund while federal funds will be utilized for construction.

Budget Adjustment: No

Attachments:

1. Ellensburg Library-Hal Holmes HVAC Consultant Agreement

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF ELLENSBURG
AND
MW Consulting Engineers**

RELATING TO: Library and Hal Holmes HVAC Replacement Project

THIS LUMP SUM 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 MW Consulting Engineers, a Corporation authorized to do business in the state of Washington (hereinafter called the “CONSULTANT”).

1. RECITALS.

1.1. The CITY desires to obtain professional services for work related to the Library and Hal Holmes HVAC Replacement 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 in accordance with the agreed Services, the CONSULTANT shall make such changes as may be required by the CITY. Such changes shall not constitute “Extra Work” as related in Section 13 of this Agreement.

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

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

3. TIME OF PERFORMANCE. The CONSULTANT may begin work upon the Effective Date of this Agreement by both parties, or the CITY's issuance of a Notice to Proceed, whichever is applicable, and the duration of the Agreement shall extend through December 31, 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. The CITY shall pay the CONSULTANT as set forth in this section. In no event shall the amount paid by CITY exceed the Maximum Compensation as set forth in Section 5, unless otherwise agreed to by the CITY in writing. Such payment shall be full compensation for work performed, services rendered, and all labor, materials, supplies, equipment and incidentals necessary to complete the work.

4.2. The CONSULTANT shall submit invoices to the CITY for work completed in accordance with Exhibit A. Invoices shall detail the work, and shall itemize with receipts and invoices the non-salary direct costs.

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 \$186,350. 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 C, and is provided for cost allocation and billing purposes only. Budget tasks and amounts may be reallocated upon prior written agreement between the 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. OWNERSHIP OF DOCUMENTS.

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

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

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

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

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

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

9.2. The CONSULTANT shall comply with all requirements of applicable federal, state or local laws or regulations issued pursuant thereto, relating to the establishment of non-discriminatory requirements in hiring and employment practices and assuring the service of all persons without discrimination as to any person's race, creed, color, religion, national origin, status as a military veteran, marital status, gender, sexual orientation, disability or other legally protected classification.

10. SUBCONTRACTING.

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

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

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

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

11. SUPERVISION, INSPECTION AND PERFORMANCE.

11.1. Even though CONSULTANT is an independent contractor with the authority to control and direct the performance and details of the Services, the Services must meet the requirements of the agreed services, must meet the approval of the 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 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. Both parties waive all claims for consequential damages against one another, except to the extent as may be covered by insurance.

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 cancellation of coverage by no later than three (3) days after CONSULTANT is notified by its insurer that coverage will or has been canceled, whichever occurs earliest.

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

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

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

City of Ellensburg
Department of Public Works
Attention: Hunter Slyfield
501 N. Anderson
Ellensburg, WA 98926

MW Consulting Engineers
Attn: Anthony Schoen
601 W First Ave., Ste. 1300
Spokane, WA 99201

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 – Budget for Tasks, Consultant Labor and Non-Salary Reimbursable Costs

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

CONSULTANT:

THE CITY OF ELLENSBURG:

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Tax ID#: _____

ATTEST: _____
Clerk

Approved as to Form:

City Attorney



601 W First Ave, Ste 1300
Spokane, WA 99201, USA
509.838.9020
mwengineers.com

October 8, 2025

Hunter Slyfield
City of Ellensburg
501 N Anderson Street
Ellensburg, WA 98926

PROJECT: City of Ellensburg Library and Community Center HVAC Replacement
PROJECT #: 2025.032
CC: Joel Enevold and Mark Wilke – MW Engineers
RE: Engineering Services Fee Proposal

Hunter,

Thank you for the opportunity to provide professional design services in support of the City of Ellensburg's HVAC replacement at your Library and Community Center. In accordance with your request, MW Consulting Engineers is pleased to submit this fee proposal to provide Engineering services for the following Scope of Services.

Scope of Services – Design:

1. Validate the original recommendations by ATS for replacement of the existing HVAC systems.
2. Visit the project site up to three times to compare Owner-furnished record drawings to actual field conditions and identify/confirm piping tie-in locations for the HVAC replacement.
3. Prepare drawings and specifications to be included in bidding documents.
4. All deliverables will be submitted electronically by MW.
5. Generate electronic Architectural backgrounds.

Scope of Services – Bidding Support:

1. Support the advertising of the project for bid, support the City of Ellensburg in contract negotiations with selected contractor, and be the primary point of contact for all bidder questions.
2. MW will attend the pre-bid walk and assist the City of Ellensburg in answering contractor questions during the bidding period.

Scope of Services – Construction Administration (CA):

1. Review submittals during the construction phase of the project.
2. Review and respond to Contractor-generated requests for information (RFIs) for the scope of work.
3. Visit the site a total of six times during the construction phase to verify the installation is in accordance with the contract documents.

Potential Supplemental Services:

1. Record Drawings: Provide record drawings for the scope of work based on the contractor-provided field markups.

EXHIBIT B

In reviewing internally, I believe we could target an end of March 2026 for a bid set of documents, with the goal of beating that, if we receive NTP on 1/6/26. We would have one Owner review set sometime in February as well.

Let me know if you need anything else to get this added to the 1/5 agenda.

Anthony Schoen PE, HFDP
Principal, Mechanical Systems
509.838.9020
mwengineers.com



Compensation:

Washington State Schedule B Base Fee percentage for a project MACC of \$1,500,000 is 10.39%, plus up to 3.0% for existing work, for a total basic service fee percentage of 13.37%. Due to efficiencies of large equipment replacement, and the proposed reduction in on-site construction coordination meetings, we propose reducing this fee to 11.87%. We propose providing the necessary professional services to perform the scope outlined in this proposal for the following lump sum fees for each phase of work as follows:

1. Basic Services:	
a. Design:	\$122,855
b. Bidding Support:	\$3,560
c. CA:	\$51,635
d. Subtotal:	\$178,050
2. Reimbursable Expenses:	
a. L&I Plan Review:	\$1,100
b. Travel:	\$3,600
c. Subtotal:	\$4,700
3. Supplemental Services:	
a. Record Drawings:	\$3,600
b. Subtotal:	\$3,600
4. Total Professional Services:	\$186,350

Assumptions:

1. This fee proposal is made in general conformance with AIA Document C103-2015, Standard Form of Agreement Between Owner and Consultant.
2. Our team partners include Integrus Architecture for development of frontal documents and bidding support.
3. The MACC is anticipated to not exceed \$1,500,000. Changes to the MACC or scope as outlined within this proposal impacting the MEP construction costs will necessitate modifications to this proposal.
 - a. Scope is understood to align with the MW site visit on 9/18/25 and consist of the replacement of existing central HVAC equipment in both the Library and Community Center, with branch ductwork and piping being reused where possible. Zoning will be improved where practical.
4. Existing electronic backgrounds are not available.
5. Reimbursable expenses (including but not limited to travel expenses, mileage, rental car, document duplication, shipping, L&I plan review fees, etc.) will be invoiced at actual cost plus 10%. L&I plan review fee will be billed at actual cost plus 10%. An estimate has been provided of \$1,000 for the plan review fee.

Services Not Included:

1. Survey and identification of potentially hazardous materials.
2. No attendance at meetings during construction. If attendance or additional support during CA is requested beyond what is identified above, a separate proposal will be developed.
3. This proposal assumes MW's work will be identified in a single construction document package.
4. Incorporation of Contractor's mark-ups to create record drawing set as part of the basic services. A supplemental service has been provided for this effort if desired.
5. Engineering and services not specifically outlined within this proposal.
6. LEED documentation and energy modeling
7. Energy Life Cycle Cost Analysis
8. Opinion of probable construction cost
9. Value engineering services
10. Constructability review
11. Fire sprinkler modifications
12. Airflow readings and retro-commissioning of existing systems to determine functionality
13. Commissioning
14. Demand metering, if necessary. The owner will provide 30-day demand metering of the existing electrical feeders and equipment based on the recommendations of the design team following preliminary field investigation.
15. Facilitation of the submittal for building permit, including associated fees, as currently no building plan review is anticipated to be required.

Thank you again for the opportunity to provide engineering services on this project. If you have any questions, please do not hesitate to contact me.

Sincerely,



Anthony Schoen, P.E.
Principal, Mechanical Systems



Meeting Date: January 5, 2026
City of Ellensburg
City Council Agenda Report

Agenda Subject: Interlocal Agreement with Kittcom for Accounting Services
Submitted by: Jerica Pascoe, Finance Director
Department: Finance

Suggested Motion/Action:

Authorize the City Manager to sign the Interlocal Accounting Services Agreement between the City of Ellensburg and Kittcom.

Background/Summary:

Kittcom was organized under an interlocal agreement on April 1, 1992. Upon creation of Kittcom, the Finance Director of the City was assigned to act as Treasurer of Kittcom. Kittcom paid the City an agreed amount as compensation for the City's services, which was initially established at \$5,000 annually in 1992. This amount was not increased for 28 years, but the City Finance Department's duties relating to Kittcom continued to greatly increase during this same time period. The City provides all accounting and payroll services including: semi-monthly payroll processing, filing of monthly, quarterly, and annual payroll and benefit reports, monthly payables processing, monthly financial status reports, bank reconciliations, preparation and filing of annual financial statements, audit assistance, and revenue receipting and deposits.

The Finance Department updated the City's written cost allocation plan in 2018. The plan outlined the administrative and overhead costs of the City and provided sound methodology to ensure the costs were appropriately allocated to other funds of the City and external customers. The costs allocated as part of this plan included the Finance Department. The City is required to develop a written plan that documents accurate and equitable methods for allocating costs. The auditor's office has developed a list of sound practices and other requirements that must be used for all allocation of costs between funds, including costs accounted for within internal service funds. The requirements are outlined in the Budget, Accounting and Reporting System (BARS) Manual published by the State Auditors Office.

The cost allocation calculated for Kittcom in 2018 (acting as another fund of the City) was \$21,019. However, treating Kittcom as another fund of the City did not take into consideration the additional time impact Kittcom had on staff and thus cost to the City. Processing payroll, claims, financial statements etc., is an additional process that requires separate accounting systems and reports. Therefore, staff agreed to track hours spent on Kittcom in FY 2019 and use the 2018 cost allocation amount of \$20,000 in 2019. In 2020, Finance was to begin adjusting the charges to Kittcom annually based on the estimated additional hours spent. However, the pandemic affected workloads, necessitating consideration for workload adjustments. The allocation was updated in November 2024, but late in the budget process for both Kittcom and the City. Thus, the City Manager budgeted the amount of \$40,000 in

2025 with the understanding that the cost allocation table would be formally updated to reflect current costs, which were agreed upon by Kittcom.

To reduce external expenses and align responsibilities with their internal accountant's job description, Kittcom will now handle their own payroll and benefits processing. Consequently, the City will no longer manage payroll processing and reporting for Kittcom. A transition plan has been established to formally transfer payroll duties as of 1/1/2026.

Previous Council Action:

Council approved an updated interlocal agreement with Kittcom at the November 19, 2019 meeting.

Analysis:

The City updated the cost allocation to include current costs while removing the cost of payroll processing and reporting. The cost allocation spreadsheet will be updated annually. Executing this agreement will ensure realignment of financial responsibilities, enhance efficiency, and reflect true costs, safeguarding the City's financial interests while empowering Kittcom's internal capabilities. We will continue to consider additional strategic reviews to further optimize resource use.

Financial Impact:

The allocated increases in the General Fund revenue will need to be adjusted in the 2026 budget. Revenue amounts will be adjusted as appropriated to better align costs with the cost driver.

Budget Adjustment: Yes

Attachments:

1. Interlocal Agreement - Accounting Services for KITTCOM - 2026

**INTERLOCAL AGREEMENT
BETWEEN
CITY OF ELLENSBURG
AND
KITTCOM
FOR ACCOUNTING SERVICES**

This Interlocal Agreement is made by and between City of Ellensburg, Washington, a political subdivision of the State of Washington (the "City"), and KITTCOM (Kittitas County 9-1-1), a Washington municipal corporation ("KITTCOM").

RECITALS

- A. The City is a municipal corporation organized and existing under the Washington State Constitution and the laws of the State of Washington, and particularly those set forth at Title 35A RCW
- B. KITTCOM is a multi-jurisdictional public safety answering point services provider jointly and cooperatively created and administered by various public agencies in Kittitas County under the authority of an Interlocal Cooperative Agreement executed pursuant to Chapter 39.34 RCW.
- C. The City and KITTCOM arranged for the City's Finance Department to provide accounting services to KITTCOM under an Interlocal Agreement executed November 18, 2019.
- D. The City has agreed to continue providing accounting services under the terms and conditions of this Agreement which supersedes and replaces the previous Agreement.
- E. City Council authorized the execution of this Agreement by action taken at a regular meeting.
- F. KITTCOM's Administrative Board authorized the execution of this Agreement by action taken at a regular meeting.

NOW, THEREFORE, in consideration of the premises and promises, terms and conditions set forth below, is the parties agree as follows:

1. PURPOSE

The purpose of this Agreement is to set forth the terms and conditions under which City will continue to provide accounting services for KITTCOM.

2. SERVICES TO BE PROVIDED BY THE CITY

City of Ellensburg shall provide KITTCOM with the services described in Appendix A, Scope of Work, attached hereto and incorporated herein.

- a. City of Ellensburg shall make a reasonable effort to assure the availability of its Finance staff member(s) for assistance to KITTCOM in performance of items in the Scope of Work. KITTCOM recognizes that from time to time, the City's internal priorities may delay KITTCOM's access to City's services under this Agreement.
- b. City agrees the cost of travel necessary to fulfill this Agreement are included in City's compensation under this Agreement. Other services, supplies or materials needed will be provided by KITTCOM if possible. If City elects to provide additional services, incidental supplies or materials, City may invoice KITTCOM for actual costs for said services, supplies, or materials provided by City.

3. ADMINISTRATION

The Finance Director shall be responsible for the administration of this Agreement for the City. The Director of KITTCOM shall administer this agreement for KITTCOM.

4. DURATION, RENEWAL AND TERMINATION OF AGREEMENT

This Agreement shall be effective when executed by both parties and shall continue through December 31, 2026. Thereafter, this Agreement shall automatically renew annually on January 1st unless terminated by either party by written notice to the other party served not less than thirty (30) days prior to the annual renewal date. Termination by KITTCOM shall not result in the refund of any payment made to the City for services rendered prior to termination.

5. COMPENSATION; INVOICING; BILLING; PAYMENT

The City shall provide the services specified in Appendix A, Scope of Work, for Fifty Thousand Five Hundred Ninety-Six Dollars and No Cents (\$50,596) in 2026. This Amount will be updated annually based on City's cost allocation.

- a. The City will bill KITTCOM for accounting services in accordance with Appendix B, Cost Allocation and Descriptions of Fees.
- b. City shall invoice KITTCOM annually in January for services rendered the same calendar year.
- c. KITTCOM shall pay the amount invoiced and due within thirty (30) days after billing.

- d. Additional services and additional time/processes required to perform services for KITTCOM, as agreed to by the KITTCOM Director and Ellensburg Finance Director and documented on Employee Timesheets, will be invoiced monthly to the nearest quarter hour to KITTCOM based on each employee's hourly rate of salary and benefits.

6. INDEMNIFICATION

To the extent of its comparative liability, each party shall indemnify, defend and hold the other party, its departments, elected and appointed officials, employees, and agents, harmless from and against any and all claims, damages, losses and expenses, including attorney's fees, for any bodily injury, sickness, disease, or death, or any damage to or destruction of property, including the loss of use resulting therefrom, which are alleged or proven to be caused in whole or in part by a negligent act or omission of its officers, directors, and employees. This indemnification obligation shall not apply in the limited circumstance where the claim, damage, loss and/or expense is caused by the sole negligence of either party.

7. 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.

8. PERFORMANCE OF AGREEMENT

- a. **Compliance with All Laws.** Each party shall comply with all federal, state and local laws, rules, regulations and ordinances applicable to the performance of this Agreement, including without limitation all those pertaining to wages and hours, confidentiality, disabilities and discrimination. In addition, the parties agree to comply with the City's Data Sharing Agreement, Appendix C, attached hereto and incorporated herein.
- b. **Maintenance and Audit of Records.** Each party shall maintain books, records, documents and other materials relevant to its performance under this Agreement. These records shall be subject to inspection, review and audit by either party or its designee, and the Washington State Auditor's Office. Each party shall retain all such books, records, documents and other materials for the applicable retention period under federal and Washington law.
- c. **On-Site Inspections.** Either party or its designee may evaluate the performance of this Agreement through on-site inspection to determine whether performance is in compliance with the standards set forth in this

Agreement, and in compliance with federal, state and local laws, rules, regulations and ordinances.

- d. **Improper Influence.** Each party agrees, warrants and represents that it did not and will not employ, retain or contract with any person or entity on a contingent compensation basis for the purpose of seeking, obtaining, maintaining or extending this Agreement. Each party agrees, warrants and represents that no gratuity whatsoever has been or will be offered or conferred with a view towards obtaining, maintaining or extending this Agreement.
- e. **Conflict of Interest.** The elected and appointed officials and employees of the parties shall not have any personal interest, direct or indirect, which gives rise to a conflict of interest.

9. DISPUTES

- a. **Time.** Time is of the essence of this Agreement.
- b. **Waiver Limited.** A waiver of any term or condition of this Agreement must be in writing and signed by the waiving party. Any waiver of a term or condition of this Agreement shall apply only to the specific act, occurrence or omission and shall not constitute a waiver as to any other term or condition or future act, occurrence or omission.
- c. **Attorney's Fees.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, each party shall pay its own attorney's fees incurred in that action, arbitration or proceeding.
- d. **Governing Law and Venue.** This Agreement shall be governed exclusively by the laws of the State of Washington. The Kittitas County Superior Court shall be the sole proper venue for any and all suits brought to enforce or interpret the provisions of this Agreement.

10. GENERAL PROVISIONS

- a. **Assignment.** Neither party may assign its rights or delegate its duties under this Agreement, whether by assignment, further, subcontract or other means. Any such attempted assignment or delegation shall be void and shall constitute a material breach of this Agreement.
- b. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes any and all other agreements, understandings, negotiations and discussion, oral or written, express or implied. There are no understandings or agreements between parties other than those set forth in this Agreement. No other statement, representation or promise has been made

to induce either party to enter into this Agreement. All exhibits referred to herein are deemed to be incorporated in this Agreement in their entirety.

- c. **Modification.** This Agreement may not be amended, supplemented or otherwise modified unless expressly set forth in a written agreement signed by the parties and adopted by each party's legislative authority.
- d. **Invalid Provisions.** The invalidity or unenforceability of any particular term or provision of this Agreement shall not affect the validity or enforceability of any other term or provision and, to the greatest extent possible, this Agreement shall be construed in all respects as if such invalid or unenforceable term or provision was intentionally omitted.

In WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this ___ day of _____, 2026.

KITTCOM

CITY OF ELLENSBURG

Geoff Scherer, Board Chair

Heidi Behrends Cerniwey, City Manager

Attest:

Attest:

Rich Elliott, Director

Beth Leader, City Clerk

Approved as to form:

Stephanie Hartung

Christopher Horner, City Attorney

Appendix A

Scope of Work

1. Overview and Purpose.

With guidance from KITTCOM's staff with regard to the specifics of work, the City shall assist KITTCOM's staff with accounting services, including but not limited to, claims processing, revenue receipting and deposits, bank reconciliations, payroll posting into general ledger and check register, processing monthly journal entries and reports, preparing and filing annual financial statements, and assisting with audits with the State Auditor's Office (SAO).

2. Description of Services

- Claims Processing
 - monthly claims processing and printing (exception of 2 runs in December)
 - preparation of voucher approvals
 - preparation and filing of 1099's
- Revenue Receipting and Deposits
- Bank Reconciliations
- Payroll Posting into General Ledger (GL) and Check Register
 - All batches must come to the City in a format that is compatible for integration with the City's financial software.
- Processing Monthly Journal Entries and Reports
- Preparation and Filing of Annual Financial Statements
- Assisting KITTCOM in Audits with State Auditor's Office (SAO)
 - Financial Statement Audits
 - Accountability Audits
 - Federal Grant Audits

Storage of claims documentation is not included. These will be sent back to KITTCOM on an annual basis.

Appendix B

Cost Allocation and Description of Fees

The fee to KITTCOM for City Finance Department Services will be calculated based on the principles in the City's Cost Allocation Policy and the Budgeting, Accounting, and Reporting System (BARS) manual published by the Washington State Auditor's Office (SAO). In addition, if activity for KITTCOM significantly exceeds the allocation amounts, additional charges will be negotiated between the Finance Department and KITTCOM.

This includes the requirements of RCW 43.09.210. This RCW states in part,

"All service rendered by, or property transferred from, one department,... institution, or public service industry to another, shall be paid/or at its true and full value by the department,... institution, or public service industry receiving the same, and no department,... institution, or public service industry shall benefit in any financial manner whatever by an appropriation or fund made for the support of another. "

This statute is regularly summarized as the "beneficiary pays" principle.

The SAO requires the city to maintain a well-developed plan that includes relevant, up-to-date information about our administrative costs and how to distribute them. Additionally, SAO requires that the allocation factors must equitably allocate the costs based on the beneficiary pays principle.

In addition to the requirements for equitable and well documented allocation, the City endeavors to implement a cost allocation plan that creates predictable and steady allocations. Although the City cannot guarantee specific allocations in future years because future activity isn't certain, the allocation amount can be predictably estimated and presumed to follow the general proportional usage of Finance Department services and the underlying changes to Finance Department costs.

Cost allocation analysis will be completed every two years in preparation for the city's biennial budget development process. The analysis will establish the rates for the following two years. Allocation factors and their relative weights will be evaluated to ensure compliance with the City's cost allocation policy. Additional allocation factors may be identified to better assign the costs of the Finance Department work to the beneficiary (KITTCOM).

Based on the current cost allocation analysis, updated to reflect zero payroll employees, KITTCOM would be responsible for the following percentages of each Finance Department cost center.

Administration	1.76%	\$9,115
Accounting	3.93%	\$41,841
Customer Service	0.00%	\$0
City Clerk	0.00%	\$0
Contracts & Purchasing	0.00%	\$0
Financial Applications	0.00%	\$0
Total	1.67%	\$50,956

Presently, the allocation factors are described as follows for each of the cost centers within the Finance Department.

Finance Admin - Overall finance service delivery, leadership and supervision, policy development, and review and control of payroll, treasury, budget, and financial statements. Performs the duties of treasurer, controller, utility accountant, utility collector and shall study, report, and advise in all matters pertaining to the city budget, finances, and investments.

Weighted allocation based on Payroll FTE, Budgeted Revenues, Count of Utility Service Agreements, Devices Used for Utility Billing, and Financial Transaction Count.

- 0.20 Payroll FTE
- 0.45 Budgeted Revenues
- 0.10 Count of Utility Service Agreements
- 0.05 Devices Used for Utility Billing
- 0.20 Financial Transaction Count

Accounting - Provides accounting services to all City departments and KITTCOM including: maintaining general accounting system, payroll, accounts payable/vendor payments, accounts receivable/revenue processing, capital project accounting, capital assets accounting, cash management, budget coordination and processing, fiscal impact analysis, and financial reporting.

Weighted allocation based on Payroll FTE, Budgeted Revenues, Financial Transaction Count, Devices Used for Utility Billing, Financial Statement Share, Count of Service Agreements, and Council Agenda Report Count.

- 0.15 Payroll FTE
- 0.35 Budgeted Revenues
- 0.25 Financial Transactions

- 0.10 Devices Used for Utility Billing
- 0.05 Financial Statement Share
- 0.05 Count of Service Agreements
- 0.05 Council Agenda Reports

Other Finance Allocation Areas Not Allocable to KITTCOM

Based on the allocation factors, Customer Service, City Clerk, and Contracts and Purchasing are currently not allocable to KITTCOM.

Appendix C

Data Sharing Agreement
Between
City of Ellensburg
and
KITTCOM

This Data Sharing Agreement (“DSA”), also referred to herein as the “Agreement,” is entered into by and between City of Ellensburg, a municipal corporation organized and existing under the State of Washington (the “City”), and KITTCOM (Kittitas County 9-1-1), a Washington municipal corporation (“KITTCOM”), each a “Party” or collectively “Parties,” pursuant to the authority granted by Revised Code of Washington (“RCW”) Chapter 39.34 RCW and 43.09 RCW.

AGENCY PROVIDING DATA:

Agency Name: KITTCOM
Contact Name: Rich Elliott
Title: Director
Address: 700 Elmview Rd, Ellensburg, WA 98926
Phone: 509-925-8530
E-Mail: rich.elliott@kittcom.gov

AGENCY RECEIVING DATA:

Agency Name: City of Ellensburg
Contact Name: Jerica Pascoe
Title: Finance Director
Address: 501 North Anderson Street, Ellensburg, WA 98926
Phone: (509) 962-7205
E-Mail: pascoe@ellensburgwa.gov

1. PURPOSE OF THE DSA

The purpose of the DSA is to provide the requirements and authorization for KITTCOM to exchange confidential information with the City. This agreement is entered into between the City and KITTCOM to ensure compliance with legal requirements and Executive Directives (Washington State Governor’s Executive Order 16-01, RCW 42.56, and Office of the Chief Information Officer (“OCIO”) policy 141.10) in the handling of information considered confidential.

2. DEFINITIONS

“Agreement” means this Data Sharing Agreement, including all documents attached or incorporated by reference.

“Confidential Data” means any (i) nonpublic information or Data designated as confidential; (ii) any information or Data, given the nature of the information, Data, or circumstances surrounding disclosure, should reasonably be understood to be confidential; or (iii) any information not subject to or exempted from disclosure under the Washington State Public Records Act pursuant to 42.56 RCW.

“Data” means any digital representation of information, knowledge, facts, concepts, data programs, or instructions that are being prepared or have been prepared in a formalized manner and are intended for use in a data network, data program, data services, or data system.

“Data Access” refers to rights granted to City employees to directly connect to KITTCOM systems, networks and/or applications combined with required information needed to implement these rights.

“Data Transmission” refers to the methods and technologies to be used to move a copy of the Data between systems, networks and/or employee workstations.

“Data Storage” refers to the place Data is in when at rest. Data can be stored on removable or portable media devices such as a USB drive or City managed systems or OCIO or Washington State approved services.

“Data Encryption” refers to enciphering Data with a National Institute of Standards and Technology (“NIST”)-approved algorithm or cryptographic module using a NIST-approved key length. Encryption must be applied in such a way that it renders Data unusable to anyone but the authorized users.

“Personal Information” means information defined in RCW 42.56.590(10).

3. PERIOD OF AGREEMENT

This Agreement shall begin when executed by both parties and will remain in effect throughout the term of the Interlocal Agreement executed between the parties, unless terminated sooner or otherwise extended as provided herein.

4. JUSTIFICATION FOR DATA SHARING

The City and KITTCOM arranged for the City’s Finance Department to provide Accounting Services (“Services”) to KITTCOM as defined in Appendix A of the Interlocal Agreement dated _____. In the performance of the Services, KITTCOM will share financial data with the City.

5. DESCRIPTION OF DATA TO BE SHARED

The Data to be shared includes information and Data related to financial activity, operation, and assisting in compliance with contractual, state, and federal programs, performance and accountability for KITTCOM’s programs as applicable to assisting with State Auditor’s Office (SAO) audit(s). Specific information or Data

requests will be limited and restricted to information needed for the City to perform the Services.

6. DATA ACCESS

If desired, with KITTCOM's express written permission, KITTCOM may provide direct, read-only access into its network or system for the express and limited purpose of accessing KITTCOM's Data necessary to perform the Services. The City shall restrict and limit access to KITTCOM's system only to those employees who require access in support of the Services. The City shall immediately notify KITTCOM in writing when access is no longer needed.

If desired, with the City's express written permission, the City may provide direct, access into its network or system for the express and limited purpose of accessing the City's systems necessary to perform the Services. KITTCOM shall restrict and limit access to the City's system only to those employees who require access in support of the Services. KITTCOM shall immediately notify the City in writing when access is no longer needed.

7. DATA TRANSMISSION

Transmission of Data between KITTCOM and the City will use a secure and encrypted NIST approved, method that is commensurate to the sensitivity of the Data being transmitted.

8. DATA STORAGE AND HANDLING REQUIREMENTS

KITTCOM shall notify the City if they are providing Confidential Data. All Confidential Data provided by KITTCOM will be clearly marked as Confidential Data and stored in a secure and compartmentalized location with access limited to the least number of City employees and only those employees who reasonably and necessarily require access specifically to perform their obligations pursuant to this Agreement.

9. INTENDED USE OF DATA

The City will utilize this Data in support of their Services and responsibilities as described in Appendix A of the Interlocal Agreement.

10. CONSTRAINTS ON USE OF DATA

The City agrees and warrants that it will strictly limit use of information obtained under this Agreement to the purpose of carrying out the Services described in Appendix A of the Interlocal Agreement.

11. SECURITY OF DATA

The City shall exercise the highest duty of care and take all such actions as are reasonably necessary and appropriate to preserve and protect KITTCOM's Data from unauthorized physical and electronic access, incursion, or loss. The City complies with the requirements of WaTech Policy and Standards for data security and access controls to ensure the confidentiality, and integrity of all data shared.

City and City employees who require access to KITTCOM's Data shall not disclose, use, sell, transmit, inform, or make available to any entity, person, or body any of KITTCOM's Data, nor shall it copy, photograph, or otherwise reproduce any of KITTCOM's Data, except as a necessary part of performing its obligations pursuant to this Agreement, or as otherwise required by law.

12. NON-DISCLOSURE OF DATA

City staff and employees shall not disclose, in whole or in part, the Data provided by KITTCOM to any individual or agency, unless this Agreement specifically authorizes the disclosure. Data may be disclosed only to persons and entities that have the need to use the Data to achieve the stated purposes of this Agreement. In the event of a public disclosure request for the KITTCOM's Data, the City will timely notify the KITTCOM in writing. Further restrictions include:

- a. The City shall not access or use KITTCOM's information or Data for any commercial or personal purpose.
- b. Any exceptions to these limitations must be approved in writing by KITTCOM.
- c. The City shall ensure that all staff and employees with access to the Data described in this Agreement are aware of the use and disclosure requirements of this Agreement and shall advise new staff and employees of the provisions of this Agreement.

13. DATA DISPOSAL

Upon request by the City or KITTCOM, or at the end of the DSA term, or when no longer needed, copies of Confidential Information/Data must be returned or destroyed, except as required to be maintained for compliance or accounting purposes.

14. INCIDENT NOTIFICATION AND RESPONSE

The compromise of Confidential Information or reasonable belief that confidential information has been acquired and/or accessed by an unauthorized person that may be a breach that requires timely notice to affected individuals under RCW 42.56.590 or any other applicable breach notification law or rule must be reported to the KITTCOM contact.

If the City does not have full details about the incident, it will report what information it has and provide full details within 15 business days of discovery. To the extent possible, these initial reports must include at least: A. The nature of the unauthorized use or disclosure, including a brief description of what happened, the date of the event(s), and the date of discovery; B. A description of the types of information involved; C. The investigative and remedial actions the City took or will take to prevent and mitigate harmful effects and protect against recurrence; D. Any details necessary for a determination of whether the incident is a breach that requires notification under RCW 42.56.590, or any other applicable breach notification law or rule. E. Any other information KITTCOM or the City reasonably requests.

15. OVERSIGHT

KITTCOM and the City shall have the right, at any time with reasonable notice, to monitor, audit, and review activities and methods in implementing this Agreement in order to assure compliance.

16. TERMINATION

Either Party may terminate this Agreement, for or without cause, for convenience, or for any reason, with thirty (30) days written notice to the other Party's Agreement Administrator named on Page 1 of this Agreement. However, once Data is accessed by the City or any City staff or employees, this Agreement is binding as to the confidentiality, use, and disposition of all Data received as a result of access, unless amended in writing by the mutual agreement of both parties.

17. AWARENESS AND TRAINING

The City and KITTCOM shall ensure that all staff with access to the data shared through this Agreement are aware of the use and disclosure requirements of applicable WaTech Policy and Standards and RCW 42.56.590. The City will comply with all state requirements and training regarding handling, storage and transmission of confidential data.

18. DISPUTE RESOLUTION

This Agreement has and shall be constructed as having been made and delivered in the State of Washington and the laws of the State of Washington shall be applicable to its construction and enforcement. In the event a dispute arises between the parties concerning any matter involving this agreement, the parties shall first meet and confer in an attempt to resolve their dispute informally. If the parties cannot agree on a resolution, any judicial proceeding between the parties needed to enforce any provision of this Agreement shall be brought solely in a court of competent jurisdiction in Kittitas County, Washington.

19. GOVERNANCE

- a. The provisions of this Data Sharing Agreement are severable. If any provision of this Agreement is held invalid by any court that invalidity shall not affect the other provisions of this Data Sharing Agreement, and the invalid provision shall be considered modified to conform to the existing law.
- b. In the event of a lawsuit involving this Data Sharing Agreement, venue shall be proper only in Kittitas County, Washington.

20. AMENDMENTS/MODIFICATIONS

No Provision of this agreement may be amended or modified except by written agreement signed by the Parties.



Meeting Date: January 5, 2026
City of Ellensburg
City Council Agenda Report

Agenda Subject: Authorize the Public Works Director to sign the Water Quality Stormwater Capacity Grant Agreement with the Washington State Department of Ecology.

Submitted by: Rebecca Springer, Water Resources Manager

Department: Public Works

Suggested Motion/Action:

Move to authorize the Public Works Director to sign the Water Quality Stormwater Capacity Grant Agreement (No. WQSWCAP-2527-EllePW-00135) with the Washington State Department of Ecology and approve the necessary budget adjustments.

Background/Summary:

The Water Quality Stormwater Capacity Grant (Capacity Grant), funded through the Washington State Department of Ecology, provides funding to support the implementation of the City's Eastern Washington Phase II Municipal Stormwater Permit (MS4 Permit) on a biennial basis. The state's grant funding, intended to offset the cost of compliance for MS4 permittees, is tied to the State Operating Budget. Funds are negotiated through the legislative branch, and issuance depends on a balanced budget.

Historically, the Stormwater Utility has used Capacity Grant funding for various projects and equipment purchases. The City was awarded \$ 120,000 in Capacity Grant funding for the 2025-2027 Biennium. The Stormwater Utility intends to allocate a portion of this funding to the Companion Stormwater Document, which will streamline the stormwater permitting process and provide outreach and education to applicants, developers, and their engineers.

Previous Council Action:

The City has entered into several Capacity Grant agreements with the Department of Ecology beginning in approximately 2011.

Analysis:

The 2025-27 Capacity Grant amount is \$120,000. There is no City Match required. Expenditures may be reimbursed from the agreement's effective date (July 1, 2025) through the agreement's expiration date (March 31, 2027).

The Environmental Commission forwarded a favorable recommendation to the City Council at their December 17, 2025, meeting.

Financial Impact:

The grant has no match required.

This grant funding was included in the 2026 Stormwater budget but was projected at the same level as the 2023-2025 biennium (\$130,000). State funding allocations were reduced for the 2025-2027 biennium; therefore, the budget will need to be reduced by \$10,000 to reflect the actual grant funding award. Therefore, the line item revenue in the 2026 Stormwater budget will be reduced to \$120,000.

Budget Adjustment: Yes

Attachments:

1. Agreement_WQSWCAP-2527-EllePW-00135_Unsigned_12.3.25



Agreement No. WQSWCAP-2527-EllePW-00135

WATER QUALITY STORMWATER CAPACITY AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF ELLENSBURG

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “ECOLOGY,” and City of Ellensburg, hereinafter referred to as the “RECIPIENT,” to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	2025-2027 Biennial Stormwater Capacity Grant
Total Cost:	\$120,000.00
Total Eligible Cost:	\$120,000.00
Ecology Share:	\$120,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	07/01/2025
The Expiration Date of this Agreement is no later than:	03/31/2027
Project Type:	Capacity Grant

Project Short Description:

This project will assist Phase I and II Permittees in implementation or management of municipal stormwater programs.

Project Long Description:

N/A

Overall Goal:

This project will improve water quality in the State of Washington by reducing stormwater pollutants discharged to state water bodies.

RECIPIENT INFORMATION

Organization Name: City of Ellensburg

Federal Tax ID: 91-6001245
 UEI Number: SFRMWQVG79M5

Mailing Address: 501 North Anderson St
 Ellensburg, WA 98926

Physical Address: 501 North Anderson St
 Ellensburg, Washington 98926

Organization Email: springerr@ellensburgwa.gov

Contacts

<p>Project Manager</p>	<p>Rebecca Springer Water Resources Manager</p> <p>501 North Anderson St Ellensburg, Washington 98926 Email: springerr@ellensburgwa.gov Phone: (509) 962-7204</p>
<p>Billing Contact</p>	<p>Caroline Escobar Finance Officer</p> <p>501 North Anderson St Ellensburg, Washington 98926 Email: escobarc@ci.ellensburg.wa.us Phone: (509) 962-7204</p>
<p>Authorized Signatory</p>	<p>Ryan Lyyski Public Works and Utilities Director</p> <p>501 North Anderson Street Ellensburg, Washington 98926 Email: lyyskir@ci.ellensburg.wa.us Phone: (509) 962-7230</p>

Agreement No: WQSWCAP-2527-EllePW-00135
 Project Title: 2025-2027 Biennial Stormwater Capacity Grant
 Recipient Name: City of Ellensburg

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
 Water Quality
 PO BOX 47600
 Olympia, WA 98504-7600

Physical Address: Water Quality
 300 Desmond Drive SE
 Lacey, WA 98503

Contacts

<p>Project Manager</p>	<p>Kyle Graunke</p> <p>PO Box 47600 Olympia, Washington 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 628-3890</p>
<p>Financial Manager</p>	<p>Kyle Graunke</p> <p>PO Box 47600 Olympia, Washington 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 628-3890</p>

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology’s authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

IN WITNESS WHEREOF: the parties hereto, having read this Agreement in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

Washington State
Department of Ecology

City of Ellensburg

By: _____

By: _____

Jon Kenning, PhD
Water Quality
Program Manager
Date

Ryan Lyyski
Public Works and Utilities Director
Date

Template Approved to Form by
Attorney General's Office

SCOPE OF WORK

Task Number: 1 **Task Cost: \$0.00**

Task Title: Project Administration/Management

Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: Maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and the EAGL (Ecology Administration of Grants and Loans) recipient closeout report (including photos, if applicable). In the event that the RECIPIENT elects to use a contractor to complete project elements, the RECIPIENT shall retain responsibility for the oversight and management of this funding agreement.

B. The RECIPIENT shall keep documentation that demonstrates the project is in compliance with applicable procurement, contracting, and interlocal agreement requirements; permitting requirements, including application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items. This documentation shall be available upon request.

C. The RECIPIENT shall maintain effective communication with ECOLOGY and maintain up-to-date staff contact information in the EAGL system. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY’s grant and loan administrative requirements.

Task Expected Outcome:

- * Timely and complete submittal of requests for reimbursement, quarterly progress reports, and Recipient Closeout Report.
- * Properly maintained project documentation.

Project Administration/Management

Deliverables

Number	Description	Due Date
1.1	Progress Reports that include descriptions of work accomplished, project challenges or changes in the project schedule. Submitted at least quarterly.	
1.2	Recipient Closeout Report (EAGL Form).	

SCOPE OF WORK

Task Number: 2 **Task Cost:** \$120,000.00

Task Title: Permit Implementation

Task Description:

Conduct work related to implementation of municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit requirements. If the RECIPIENT is out of compliance with the Municipal Stormwater National Pollutant Discharge Elimination System (NPDES) permit, the RECIPIENT will use funds to attain compliance where applicable. The following is a list of elements projects may include:

- 1) Public education and outreach activities, including stewardship activities.
- 2) Public involvement and participation activities.
- 3) Illicit discharge detection and elimination (IDDE) program activities, including:
 - a) Mapping of municipal separate storm sewer systems (MS4s).
 - b) Staff training.
 - c) Activities to identify and remove illicit stormwater discharges.
 - d) Field screening procedures.
 - e) Complaint hotline database or tracking system improvements.
- 4) Activities to support programs to control runoff from new development, redevelopment, and construction sites, including:
 - a) Development of an ordinance and associated technical manual or update of applicable codes.
 - b) Inspections before, during, and upon completion of construction, or for post-construction long-term maintenance.
 - c) Training for plan review or inspection staff.
 - d) Participation in applicable watershed planning effort.
- 5) Pollution prevention, good housekeeping, and operation and maintenance program activities, such as:
 - a) Inspecting and/or maintaining the MS4 infrastructure.
 - b) Developing and/or implementing policies, procedures, or stormwater pollution prevention plans at municipal properties or facilities.
- 6) Annual reporting activities.
- 7) Establishing and refining stormwater utilities, including stable rate structures.
- 8) Water quality monitoring to implement permit requirements for a Water Cleanup Plan (Total Maximum Daily Load (TMDL)). Note that any monitoring funded by this program requires submittal of a Quality Assurance Project Plan (QAPP) that ECOLOGY approves prior to awarding funding for monitoring. Monitoring must directly meet a Phase I or II permit requirement.
- 9) Structural stormwater controls program activities (Phase I permit requirement).
- 10) Source control for existing development (Phase I permit requirement), including:
 - a) Inventory and inspection program.
 - b) Technical assistance and enforcement.
 - c) Staff training.
- 11) Equipment purchases that result directly in improved permit compliance. Equipment purchases must be specific to implementing a permit requirement (such as a vactor truck) rather than general use (such as a pick-up truck). Equipment purchases over \$5,000.00 must be pre-approved by ECOLOGY.

Documentation of all tasks completed is required. Documentation may include field reports, dates and number of inspections conducted, dates of trainings held and participant lists, number of illicit discharges investigated and removed, summaries of planning, stormwater utility or procedural updates, annual reports, copies of approved QAPPs, summaries of structural or source control activities, summaries of how equipment purchases have increased or

improved permit compliance.

Ineligible expenses include capital construction projects, incentives or give-a-ways, grant application preparation, Technology Assessment Protocol - Ecology (TAPE) review for proprietary treatment systems, or tasks that do not support Municipal Stormwater Permit implementation.

Task Goal Statement:

This task will improve water quality in the State of Washington by reducing the pollutants delivered by stormwater to lakes, streams, and the Puget Sound by implementing measures required by Phase I and II NPDES permits.

Task Expected Outcome:

RECIPIENTS will implement measures required by Phase I and II NPDES permits.

Permit Implementation

Deliverables

Number	Description	Due Date
2.1	Documentation of tasks completed	

BUDGET

Funding Distribution EG260176

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: 2025-2027 Biennial Stormwater Capacity Grant
 Funding Type: Grant
 Funding Effective Date: 07/01/2025 Funding Expiration Date: 03/31/2027
 Funding Source:

Title: Model Toxics Control Stormwater Account (MTCSA)
 Fund: FD
 Type: State
 Funding Source %: 100%
 Description: MTCSA

Approved Indirect Costs Rate: Approved State Indirect Rate: 30%
 Recipient Match %: 0%
 InKind Interlocal Allowed: No
 InKind Other Allowed: No
 Is this Funding Distribution used to match a federal grant? No

2025-2027 Biennial Stormwater Capacity Grant	Task Total
Permit Implementation	\$ 120,000.00

Total: \$ 120,000.00

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
2025-2027 Biennial Stormwater Capacity Grant	0.00 %	\$ 0.00	\$ 120,000.00	\$ 120,000.00
Total		\$ 0.00	\$ 120,000.00	\$ 120,000.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled

“CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in www.sam.gov <http://www.sam.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.fsrc.gov <http://www.fsrc.gov>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf) <https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Agreement No: WQSWCAP-2527-EllePW-00135
Project Title: 2025-2027 Biennial Stormwater Capacity Grant
Recipient Name: City of Ellensburg

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the [System for Award Management \(SAM\) <https://sam.gov/SAM/>](https://sam.gov/SAM/) exclusion list.

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

07/01/2023 Version

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/2301002.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.
 - * For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.
 - For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).

b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
 - Make the IDP readily available to anyone working at the project site.
 - Discuss the IDP with staff, volunteers, and contractors working at the project site.
 - Implement the IDP when Cultural Resources or human remains are found at the project site.
- c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the

review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at: <http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at: <https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

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

16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress

reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.

b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.

c) RECIPIENT shall use ECOLOGY's provided progress report format.

d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.

e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.

b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.

c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.

d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.

e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.

f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:

1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.

2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.

g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.
- d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination. All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder. RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT. RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. 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, and to this end the provisions of this Agreement are declared to be severable.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,

<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions.

ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments.

Agreement No: WQSWCAP-2527-EllePW-00135
Project Title: 2025-2027 Biennial Stormwater Capacity Grant
Recipient Name: City of Ellensburg

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions



Meeting Date: January 5, 2026
City of Ellensburg
City Council Agenda Report

Agenda Subject: Amendment 2 to the 2023 Electrical System Plan Consultant Services Agreement
Submitted by: Paul Meyer, Electrical Engineer
Department: Energy Services

Suggested Motion/Action:

Authorize the City Manager to execute Amendment 2 to the 2023 Electrical System Plan Consultant Services Agreement in substantially similar form, and approve the necessary budget adjustments.

Background/Summary:

Every six years, the City of Ellensburg hires a consultant to perform an electric system study to analyze our distribution system and infrastructure needs based on load requirements. The last study was completed in 2017. This study includes reviewing and updating our current distribution system’s model, determining the City’s load growth requirements based on population increases and development of a six-year capital facilities plan. The addition of the WINCO load to the system model has triggered additional modeling and load flow analysis for the system plan as well as additional reporting.

Previous Council Action:

12-04-2023 - original contract approval.
05-20-2024 - approval of Amendment #1

Analysis:

The attached contract Amendment 2 revises the contract to include the additional scope of work and the increase in the contract amount.

Financial Impact:

The Energy Services Dept. budgeted for this project in the 2025 Electric Utility Budget. The current fee from the consultant is \$232,570.54 including tax. The 2025/2026 Electric Utility Fund has an adequate ending fund balance to cover the additional costs for these additional services. A supplemental budget adjustment of \$8,758.72 in the Electric Utility Fund is needed.

Budget Adjustment: Yes

Attachments:

1. A2458-02-Power Engineers R23-02-2023 Electrical System Plan-Amendment #2

**AMENDMENT 2 TO THE
2023 ELECTRICAL SYSTEM PLAN
BETWEEN THE
CITY OF ELLENSBURG
AND
POWER ENGINEERS INC.**

RELATING TO: 2023 ELECTRICAL SYSTEM PLAN

THIS AGREEMENT is made and entered into this _____ day of _____, 2026, by and between THE CITY OF ELLENSBURG (hereinafter called the "CITY") and POWER ENGINEERS INC., (hereinafter called the "CONSULTANT").

WHEREAS, the CITY entered into a CONTRACT with the CONSULTANT on December 4, 2023, (the CONTRACT); and

WHEREAS, the CITY amended the AGREEMENT with the CONSULTANT on April 21, 2024; and
WHEREAS, the CITY desires to further amend the CONTRACT to revise the scope of work; and

WHEREAS, the CITY desires to amend the CONTRACT to revise the maximum compensation required to incorporate the additional scope of work; and

WHEREAS, Section 12, 13 and 22 of the CONTRACT provides that the contract terms may be changed by execution of an amendment signed by the parties;

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

I MAXIMUM COMPENSATION

Section 5.1 of the original Contract is amended to read as follows:

5.1 The CONSULTANT's total compensation and reimbursement under the original Agreement, including labor, direct non-salary reimbursable costs and outside services, was not exceed the maximum sum of \$211,375.66 including tax. Amendment 1 increased the not to exceed amount to \$235,570.54 including tax. This Amendment 2 increases the Maximum Amount by \$8,758.72 to a new not to exceed amount of \$244,329.26. 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.

II SCOPE OF WORK

A new large customer load (Winco) has been identified and will require additional efforts to study the short and long term effects of this load on the distribution system.

"Exhibit A – Scope of Work" of the original Contract is amended to add the following scope of work:

- Prepare new model with Winco loads by planning year.
- Model the Winco load in Synergi load flow application by existing planning model year.
- Analyze impacts to service requirements and recommend improvements to restore the system to the planning criteria requirements.
- Validate the model and recommended improvements.
- Integrate improvements into the overall study report and create a dedicated Appendix D to the report summarizing the Winco load impacts and system improvements needed

Except as modified herein, the original CONTRACT shall remain in effect.

In WITNESS WHEREOF, the parties hereto have executed Amendment 2 to the Contract as of the date and year first written above.

CITY OF ELLENSBURG

APPROVED AS TO FORM:

HEIDI BEHRENDTS CERNIWEY, CITY MANAGER

CHRIS HORNER, CITY ATTORNEY

CONSULTANT

ATTEST:

DAVID LESLIE, VICE PRESIDENT

BETH LEADER, CITY CLERK



Meeting Date: January 5, 2026
City of Ellensburg
City Council Agenda Report

Agenda Subject: Iron Horse Brewery Wastewater Discharge Agreement Amendment and Extension
Submitted by: Mike Helgeson, Assistant Public Works Director
Department: Public Works

Suggested Motion/Action:

Authorize the Public Works Director to sign the amended and extended Industrial Wastewater Discharge Agreement with Iron Horse Brewery.

Background/Summary:

Iron Horse Brewery (IHB) discharges their production wastewater to the City's sanitary sewer system. They are a significant contributor to the City's system and discharge by agreement with the City of Ellensburg as well as Washington State Department of Ecology. They are discharging wastewater to the City under an agreement which terminates November 30, 2028. IHB approached City staff, requesting some modifications to the agreement that would lower maximum allowable discharge limitations.

Previous Council Action:

Council authorized the Public Works and Utilities Director to sign the existing agreement with IHB in November of 2023.

Analysis:

The existing agreement, signed in 2023, expires in 2028. IHB requested amendments to the contract to reduce "Maximum Daily Discharge Limitations" and "Average Monthly Discharge Limitations" allowed. IHB already discharges at a much lower rate than previously allowed. Lowering the limitations to a more accurate limit reduces the cost IHB pays to the Department of Ecology through permitting. Staff agrees that the modifications to the existing agreement make sense for all parties. With this change, staff recommend extending the agreement out to 5 years from this amendment date.

Financial Impact:

No direct costs to the City with the amended agreement. Costs associated with this agreement are collected through fees established in the Sewer utility billing.

Budget Adjustment: No

Attachments:

1. IHB Agreement 2026-2031

**INDUSTRIAL WASTEWATER DISCHARGE AGREEMENT BETWEEN
CITY OF ELLENSBURG AND IRON HORSE BREWERY, INC.**

This Industrial Wastewater Discharge Agreement (“Agreement”) is made this ___ day of January, 2026, by and between the City of Ellensburg, a Washington municipal corporation (“City”) and Iron Horse Brewery, Inc. (“Iron Horse Brewery”), a Washington for profit corporation, for the purpose of setting forth the rights and responsibilities of the parties with the respect to the discharge of industrial wastewater from the Iron Horse Brewery facility in Ellensburg.

WHEREAS, the City owns and operates sanitary sewer collection and treatment facilities for the collection, treatment and disposal of residential, commercial and industrial wastewater (“Facilities”); and

WHEREAS, Iron Horse Brewery operates a beer brewing facility (“Brewery”) located at 1621 Vantage Highway, Ellensburg, WA 98926, and is a wastewater generator that produces and discharges wastewater to the City’s Facilities with industrial strengths;

WHEREAS, the parties entered into an Agreement in November 2023, but now mutually agree to rescind and replace that Agreement;

NOW, THEREFORE, the parties agree as follows:

1. Term. This Agreement rescinds and replaces the November 2023 Agreement in its entirety. This Agreement shall now be effective from February 1, 2026 through January 30, 2031 unless terminated according to Section 7 of this Agreement. Iron Horse Brewery and the City of Ellensburg will commence renegotiation of this Agreement by no later than ninety (90) days prior to its expiration.

2. Authorization to Discharge Industrial Wastewater. In accordance with the provisions of Ellensburg City Code (“ECC”) section 9.25.370, Iron Horse Brewery is authorized to discharge industrial wastewater from the brewing activities at its Brewery and through the discharge point identified in this Agreement. Compliance with this Agreement does not relieve Iron Horse Brewery of its obligation to comply with any applicable pretreatment regulations, standards, or requirements under local, state, and federal laws, including any such regulations, standards, or laws, that may become effective during the term of this Agreement.

3. Capacity Limits for Discharge of Brewery Wastewater.

A. Iron Horse Brewery will be allowed to discharge brewery wastewater subject to the following limits:

<u>Maximum Daily Discharge Limitations</u>	<u>Average Monthly Discharge Limitations</u>
Total BOD = 25,000 mg/l	Total BOD = 19,000 mg/l
TSS = 8,000 mg/l	TSS = 5,000 mg/l
Flow = 9,000 gallons/day	Flow = 5,000 gallons/day

pH = ≥ 5.5 and ≤ 9.0

pH = ≥ 5.5 and ≤ 9.0

B. Process discharge will enter into the City of Ellensburg's collection system only through manhole number 68-172.

C. If at any time Iron Horse Brewery exceeds the discharge limits, it must contact the City Wastewater Treatment Plant and apply for additional capacity if it is available, and Iron Horse Brewery is responsible for all associated costs. These charges would be in addition to any strong waste surcharge applied to wastewater with a BOD and/or TSS concentration greater than 200 and 250 mg/L respectively. If additional capacity is not available to be allocated, Iron Horse Brewery must modify its process to accommodate the discharge capacity limits as outlined by this Agreement.

Iron Horse Brewery is strongly advised to limit their yeast discharge as this has a detrimental effect on the treatment plant bacteria.

4. Sampling, Testing and Metering.

- A. Sampling and testing schedules pertain to when Iron Horse Brewery is discharging to the City sewer.
- B. Sampling and testing of Total BOD mg/L, and TSS mg/L will be performed by Iron Horse Brewery every two weeks and sent to Department of Ecology (DOE); pH Flow and pH measurement will be taken daily and reported to DOE.
- C. All sample analysis for BOD and TSS will be performed by a Department of Ecology accredited Laboratory. Iron Horse Brewery personnel will perform the analysis for pH, and make any necessary adjustments to pH levels prior to discharge into the City sewer system.
- D. Iron Horse Brewery shall provide City staff access to the brewery to sample wastewater at the point of discharge. No prior notice is required. Composite samples will be taken by the City to randomly perform BOD, TSS, and pH analysis in the Ellensburg wastewater laboratory. Random testing will be done at the City's expense. The City may split samples or set a City sampler to compare sampling results. Discharges in excess of the above limitations will be reported to Iron Horse Brewery and the Department of Ecology.
- E. Iron Horse Brewery will allow a City of Ellensburg representative to enter and inspect Iron Horse Brewery premises where a regulated facility or activity is located or conducted. The City representative will be allowed to access and copy, at reasonable times, any records that must be kept as a condition of this Agreement.
- F. All monitoring records will be maintained for a minimum of three (3) years and must be accessible to a City of Ellensburg representative when requested.

5. Industrial Wastewater Rates and Charges.

A. The utility rate schedule will be set per ECC 9.91.300(J) as Large Customer/Contractual WW-80 (“Schedule WW-80”).

B. Iron Horse Brewery may be eligible for a reduction to the rate established by Schedule WW-80 based on the Brewers Report of Operations “Removed for Consumption or Sale” data which is submitted on a monthly basis by Iron Horse Brewery to the United States Department of the Treasury. Iron Horse Brewery will also submit a copy of this report to the City of Ellensburg monthly to receive the sewer rate reduction. The City of Ellensburg will be allowed to inspect any records pertaining to this report at any time.

C. The sewer rate reduction shall be credited back to Iron Horse Brewery on the following month’s invoice in the form of a bill credit. By way of example, if Iron Horse Brewery submits its monthly report for August to the City in September, the credit will appear on the City’s October utility bill to Iron Horse Brewery.

D. In accordance with Schedule WW-80, strength fees will be determined from tests performed by Iron Horse Brewery and the City of Ellensburg.

6. Violations.

A. All discharges authorized will be consistent with the terms and conditions of this agreement. The discharge of the listed pollutants at a level in excess of that authorized will constitute a violation if additional capacity is not applied for by Iron Horse Brewery, and authorized by the City.

B. Non-compliance with any term or condition of this agreement shall constitute a violation of ECC 9.25.370. All terms and definitions are the same as those found in Chapter 9.25 of the Ellensburg City Code. This agreement incorporates by reference all of the applicable provisions of the Ellensburg City Code, including but not limited to Section 9.25.370.

C. The City may seek any or all of the remedies in law or equity, and any penalties provided in the Ellensburg City Code, including recovery costs incurred by the City required as a result of responding to a violation of this agreement by Iron Horse Brewery.

7. **Termination.** Iron Horse Brewery may terminate this Agreement by providing the City with written notice that they no longer intend to continue operation. In that event, this Agreement shall be terminated effective on the date indicated on the notice of discontinuance of operation and shall have no further force or effect. However, Iron Horse Brewery shall remain responsible for payment of any utility charges incurred prior to the cessation of its operations, and any associated penalties or fees.

8. Indemnity/Hold Harmless.

Iron Horse Brewery 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 Iron Horse Brewery 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 Iron Horse Brewery and the City, its officers, officials, employees, and volunteers, the Iron Horse Brewery's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Iron Horse Brewery's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Iron Horse Brewery's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

9. Insurance.

Insurance Term. The Iron Horse Brewery 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 Iron Horse Brewery, its agents, representatives, or employees.

No Limitation. The Iron Horse Brewery's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Iron Horse Brewery to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

Minimum Scope of Insurance. The Iron Horse Brewery shall obtain insurance of the types and coverage described below:

Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Iron Horse Brewery's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.

Minimum Amounts of Insurance. The Iron Horse Brewery shall maintain the following insurance limits:

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

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

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

Verification of Coverage. The Iron Horse Brewery shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured and primary coverage endorsement(s), evidencing the insurance requirements of the Agreement before commencement of the work.

Notice of Cancellation. The Iron Horse Brewery shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.

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

City Full Availability of Iron Horse Brewery Limits. If the Iron Horse Brewery maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Iron Horse Brewery, irrespective of whether such limits maintained by the Iron Horse Brewery 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 Iron Horse Brewery.

10. Notices. If notice is required to be provided pursuant to this Agreement, it shall be delivered via hand delivery, US Mail or email to the following addresses:

To: City of Ellensburg:
Ryan Lyyski, Public Works Director
501 N. Anderson Street
Ellensburg, WA 98926
(509) 962-7238
llyskir@ellensburgwa.gov

To: Iron Horse Brewery
Greg Parker, General Manager
1621 Vantage Highway
Ellensburg, WA 98926
(509) 852-7222
greg@ironhorsebrewery.com

11. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter herein. Any amendment to this agreement must be in writing and approved by mutual agreement of the parties.

By:


CITY OF ELLENSBURG

APPROVED AS TO FORM:

RYAN LYYSKI, PUBLIC WORKS DIRECTOR

CHRISTOPHER HORNER, CITY
ATTORNEY

COMPANY



GREG PARKER
TITLE: GENERAL MANAGER



Meeting Date: January 5, 2026
City of Ellensburg
City Council Agenda Report

Agenda Subject: Authorize the City Manager to sign the Purchase Order for the Washington Cities Insurance Authority (WCIA) Annual Liability Assessment
Submitted by: Lisa Young, HR Director
Department: Human Resources

Suggested Motion/Action:
Authorize the City Manager to sign the Purchase Order for the Washington Cities Insurance Authority Annual Liability Assessment.

Background/Summary:
Washington Cities Insurance Authority (WCIA) provides a combined financial base of self-insurance and industry insurance coverages which collectively offer a broader scope than any single commercial insurance or pool application available in Washington. The City's coverage cost, called an annual assessment, largely reflects its own loss experience and mix of exposures. The City's coverage includes many specialty insurance programs that include auto physical, crime and fidelity, and many others. The City has been a member since 2013.

Previous Council Action:

Analysis:
As the cost of insurance has continued to rise, the amount now exceeds the City Manager's purchasing authority and needs to be approved by Council. This is not unique to Ellensburg, it is an impact felt across the national and international commercial insurance markets due to the rising cost of claims, and the rising cost of litigation, especially within the public sector.

Financial Impact:
For 2026, our assessment is as follows:
Auto Physical Damage: \$42,753
Equipment Breakdown: \$12,082
Crime/Fidelity: \$2,023
Liability: \$650,671
Property: \$465,033
Total: \$1,172,562

This reflects an overall increase of \$132,845 from 2025, which equates to approximately 12.7%.

The cost was expected and within existing budgets for 2026.

Budget Adjustment: No

Attachments:

1. WCIA 2026 Liability Assessment



Washington Cities Insurance Authority
 PO Box 88030
 TUKWILA, WA 98138
 206-575-6046

Member Assessment Invoice

BILL TO
 Ellensburg
 501 North Anderson Street
 Ellensburg, WA 98926

MEMBER ASSESSMENT INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
200688	01/01/2026	\$1,172,562.00	01/31/2026	Net 30	

COVERAGE/PROGRAM	DESCRIPTION	ASSESSMENT
Auto	Auto Physical Damage	42,753.00
Equipment Breakdown	Equipment Breakdown	12,082.00
Fidelity	Crime/Fidelity	2,023.00
Liability	Liability	650,671.00
Property	Property	465,033.00
	SUBTOTAL	1,172,562.00
	TAX	0.00
	TOTAL	1,172,562.00
	BALANCE DUE	\$1,172,562.00

If \$0 is shown above, the member has no coverage for that particular program with WCIA.

Payments must be received by January 31, 2026.

Payments received after January 31, 2026, will be assessed a penalty of 2.5% of the member's liability assessment with a minimum of \$1,000.

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: 2025.12.08 14:45:54 -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 **15TH DAY OF DECEMBER 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	172418	TO	172528	\$ 1,074,569.77
EFT #'s	7729	TO	7744	\$ 214,178.33
Treasure Cash			Total Amounts	
EFT #'S	1485	TO	1513	\$ 4,746,856.54
Check #'s	34492	TO	34500	\$ 1,396.36
Payroll Fund			Total Amounts	
Check #'s	96533	TO	96536	\$ 2,537.98
Direct Deposits	89262	TO	89507	\$ 531,228.17

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

ATTEST: _____
CITY CLERK

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



December 09, 2025

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

RE: Nomination for CWU Representative to **Environmental Commission**

Dear Heidi and Ellensburg City Councilmembers,

Central Washington University would like to nominate Jordan Spradlin, Sustainability Coordinator, to serve as the CWU representative on the Environmental Commission.

Please feel free to contact me with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Dania Cochran', is positioned below the text '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.

Council Board & Committee Assignments December 2025

BOARD OR COMMITTEE	MEETING TIME	REPRESENTATIVE
Affordable Housing Commission 501 N. Anderson Street Ellensburg, WA 98926 Dan Carlson 925-8653	1 st Wednesday Every Month (3 rd as needed) 4:30 p.m. Council Chambers	Palmer
Central Cascades Community Forest Group (Checkerboard Partnership) Mitch Long ‘mlong@kittitasconservationtrust.org 201 W. Pennsylvania Avenue, Suite 201/PO Box 428 Roslyn, WA 98941 509-649-2951	4 th Tuesday 10 am - noon (Zoom or Teanaway Grange)	Lillquist
Chamber of Commerce Liaison 609 N. Main Street Ellensburg, WA 98926 925-2002	No regular meeting	Thompson Heidi or Kelle
City Finance Committee Jerica Pascoe, Finance Director 501 N. Anderson Street Ellensburg, WA 98926 962-7205	Quarterly* (Jan, Apr, July, Oct) *Schedule TBD by Jerica	Miller Thompson Jerica Heidi
Diversity, Equity and Inclusion Commission Nicole Klauss 501 N. Anderson Street Ellensburg, WA 98926 925-8657	2 nd Tuesday Every Month (4 th as needed)	Goodloe
Lodging Tax Advisory Committee Kelle Vandenberg 501 N. Anderson Street Ellensburg, WA 98926 962-7149	1 st Wednesday Every Other Month 2:00 p.m. Council Chambers	Beauchamp
Utility Advisory Committee Kim Bowie 501 N. Anderson Street Ellensburg, WA 98926 962-7124	3 rd Thursday Every Month 3:30 p.m. Council Conference Room	Lillquist Palmer
KITTCOM Administrative Board Rich Elliott 700 Elmview Road Ellensburg, WA 98926 925-8530	2 nd Thursday Every Month 1:30 p.m.	Beauchamp

BOARD OR COMMITTEE	MEETING TIME	REPRESENTATIVE
Kittitas County Airport Advisory Committee Airport Office 3110 N. Airport Road, Suite 1 Ellensburg, WA 98926	2 nd Wednesday Every Month 5:30 p.m.	Lillquist
Kittitas County Conference of Governments Candie Leader 962-7523	Airport Office 3 rd Wednesday 6:00 p.m. Location alternates between Upper and Lower County	Elliott Goodloe
Kittitas County EMS and Trauma Care Council Cheryl Burrows PO Box 821 Cle Elum, WA 98922 674-2932	1 st Thursday Even Months 7:00 p.m. Location alternates between Upper and Lower County	Elliott
Kittitas County Homelessness & Affordable Housing Committee 205 W. 5 th Street, Suite 108 Ellensburg, WA 98926 962-7508	1 st Monday 1:30 p.m. BOCC Auditorium	Goodloe
Kittitas County Law and Justice Council Kittitas County Courthouse 205 W. 5 th Street Ellensburg, WA 98926 Pat Gigstead 962-7670	3 rd Wednesday Every Month 8:00 a.m. BOCC Auditorium	Palmer
Fire Relief & Pension Board Beth Leader, City Clerk 501 N. Anderson Street Ellensburg WA 98926 925-8614	AS NEEDED	Lillquist
Kittitas County Developmental Disabilities Advisory Committee 205 W. 5 th Street Ellensburg WA 98926 Kasey Knutson/Mandy Buchholz 925-7090	2 nd Tuesday Every Other Month 6:00 p.m.	Elliott
Kittitas County Disability Board (LEOFF) Walter Stebok 962-7531	4 th Wednesday Each Month 8:00 a.m. BOCC Conference Room	Lillquist
LEOFF I Beth Leader, City Clerk 501 N. Anderson St Ellensburg WA 98926 925-8416	4 th Wednesday Each Month 8:00 a.m. BOCC Conference Room	Lillquist Goodloe

<u>BOARD OR COMMITTEE</u>	<u>MEETING TIME</u>	<u>REPRESENTATIVE</u>
Yakima Basin Fish and Wildlife Recovery Board Alex Conley 1200 Chesterly Drive, Suite 280 Yakima, WA 98902 509-453-4104	One Thursday Afternoon Every Other Month 2:00 p.m.	Lillquist
Kittitas County Solid Waste Advisory Committee Patti Stacie 925 Industrial Way Ellensburg WA 98926 962-7070	AS NEEDED (Generally 2 times per yr.) 6:30 p.m.	Palmer
Steer I-90 Coalition Commissioner Osiadacz 962-7569		Palmer
ASCWU-BOD Liaison President Hondo Acosta-Vega ASCWU.President@cwu.edu Advisor Emilio Gonzalez Emilio.Gonzalez@cwu.edu 400 East University Way Ellensburg, WA 98926 963-1433		Thompson
Ellensburg Transportation Advisory Committee (ETAC) 501 N. Anderson Street Ellensburg, WA 98926 Betsy Dunbar 925-8680	3 rd Tuesday 3:30 p.m.	Miller
Environmental Commission 501 N. Anderson Street Ellensburg, WA 98926 Rebecca Springer 925-8619	3 rd Wednesday 5:15 p.m.	Lillquist
Kittitas County Health Network 700 E. Mountain View Avenue, Suite 501 Ellensburg, WA 98926 Susan Grindle 509-925-1448	3 rd Wednesday 4:00 p.m.	Elliott

COUNCIL LIAISONS TO BOARDS AND COMMISIONS

Arts Commission – Miller	2 nd Thursday at 4:00 p.m.
Landmarks and Design Commission – Thompson	1 st and 3 rd (as needed) Tuesday at 5:45 p.m.
Library Board – Beauchamp	2 nd Tuesday at 4:30 p.m.
Parks & Recreation Commission – Thompson & Beauchamp	2 nd Wednesday at 5:30 p.m.
Planning Commission – Miller	2 nd Thursday at 5:45 p.m.

* Mayor is alternate for all liaison assignments



Meeting Date: January 5, 2026
City of Ellensburg
City Council Agenda Report

Agenda Subject: Public hearing (legislative) to adopt a Resolution amending the City’s Six-Year Transportation Improvement Plan (TIP) for 2026-2031; revising grant-funded projects (Public Comment Opportunity)

Submitted by: Josh Mattson, Assistant City Engineer

Department: Public Works

Suggested Motion/Action:

Move to adopt Resolution 2026-01 amending the 2026-2031 Six-Year TIP and authorize the Mayor and City Manager to execute all necessary Washington State Transportation Improvement Board (TIB) grant paperwork associated with the ‘Umptanum Rd & Anderson Rd Roundabout’ project and the ‘2026 Canyon Road Overlay’ project and approve the necessary budget adjustments.

Background/Summary:

Staff recently received confirmation of secured grant funding for the ‘Umptanum Rd - Anderson Rd Roundabout’ and the ‘2026 Canyon Road Overlay’ projects from the Washington State Transportation Improvement Board (TIB).

Staff would like to amend the resolution which previously approved the City of Ellensburg’s current 2026-2031 Six-Year Transportation Improvement Plan (TIP), to show that funding has been secured for these projects and create the ‘Canyon Rd Overlay – Berry Rd to Umptanum Rd’ project through a public hearing.

In addition, it is requested that Council authorize the Mayor and City Manager to execute the necessary grant paperwork associated with these projects.

Previous Council Action:

On June 16th, 2025, Council conducted a public hearing and adopted the current 2026-2031 Six-Year TIP through Resolution 2025-12.

Analysis:

The Umptanum Rd & Anderson Rd Roundabout project will install a roundabout at this intersection of two minor arterials providing primary access to the City’s west side industrial zone and the City’s two largest recreational parks. This part of the City is a Washington State, Department of Commerce, Opportunity Zone. WinCo Foods acquired 118 acres of vacant land immediately north of this intersection and began construction in 2024 for a new grocery distribution center with a maximum build out of 1.1 million sq ft. The City is also planning a Community Fieldhouse in Rotary Park adjacent to the WinCo project site through

a lease-lease back process with these off-site improvements constructed by the City. Nearly \$1.1M in Urban Arterial Program funds administered through TIB were secured for the project. The required local match of \$600K will be from the City's Traffic Impact Fee fund for 2027 construction.

The 2026 Canyon Road Overlay project will grind and place an asphalt overlay on Canyon Rd from Umptanum Rd to Mountain View Ave. An asphalt surface grind and overlay will repair surface degradation, cracks, and patches. The project will also replace and update the channelization and any non-compliant ADA sidewalk curb ramps. About \$422K in Arterial Preservation Program funds administered through TIB were secured for the project. A local match of \$158K will be required for 2026 construction.

Prior to having funds obligated and available for reimbursement, TIB requires agencies' TIPs to accurately reflect the project and its current funding. TIP project #18, 'Anderson Rd and Umptanum Rd Intersection Enhancements' will be revised to 'Umptanum Rd & Anderson Rd Roundabout, Umptanum Rd Intersection' and will be shown with secured funding. The TIP funding allocation will be revised to show \$1,087,450 for the TIB grant award and \$585,510 in local match. The project is planned for engineering design in 2026 followed by construction in 2027.

TIP project #15, 'Canyon Rd Overlay – Berry Rd to Mountain View Ave' will be revised to '2026 Canyon Rd Overlay – Umptanum Rd to Mountain View Ave' and will be shown with secured funding. The TIP funding allocation will be revised to show \$422,288 for the TIB grant award and \$158,000 in local match. The project is planned for engineering design and construction in 2026. The 'Canyon Rd Overlay – Berry Rd to Umptanum Rd' will be created as a new project #66 planned for completion after 2031.

The Ellensburg Transportation Advisory Committee reviewed the proposed six-year TIP amendment resolution at its December 16, 2025 meeting and provided a favorable recommendation that it be adopted by City Council and to authorize the Mayor and staff to execute the necessary grant paperwork associated with both projects.

Financial Impact:

Required City matching funds for the Umptanum Rd & Anderson Rd Roundabout project for design in 2026 is \$101,000 and for construction in 2027 is \$484,500. Staff is requesting a supplemental budget adjustment for the Traffic Impact Fee (TIF) fund in 2026 of \$101,000. The additional match of \$484,500 for construction will be included in the 2027 TIF budget. Adequate funds exist and the ending fund balance will be reduced.

Required City matching funds for the 2026 Canyon Road Overlay project for design and construction in 2026 is \$158,000. Staff is requesting a supplemental budget increase from the Sales Tax fund in 2026 of \$158,000.

Staff will request increased expenditure authority in the 2026 Arterial Street Fund for the design and permitting consultant when staff brings a contract forward for Council approval on the Umptanum/Anderson project.

Staff also requests Council authorization to increase 2026 Arterial Street fund expenditure in

the amount of \$600,000 for the Canyon Road Overlay project.

Budget Adjustment: Yes

Attachments:

1. Resolution No. 2026-01
2. Exhibit A Six Year TIP 2026-2031 Amendment #1
3. Funded - 4 - Ellensburg - 2026 Overlay
4. Funded - 4 - Ellensburg - Umptanum Road - Anderson Road Roundabout

RESOLUTION NO. 2026-01

A RESOLUTION amending Resolution 2025-12 regarding the City of Ellensburg’s Six-Year Transportation Improvement Plan (TIP) for the years 2026 to 2031, inclusive, as recommended to the City Council by the Public Works Department.

WHEREAS, the Ellensburg City Council passed Resolution 2025-12, which approved and adopted the City’s Six-Year TIP for the years 2026-2031;

WHEREAS, City staff recently received confirmation of secured grant funding for the ‘Umptanum Rd - Anderson Rd Roundabout’ project and the ‘2026 Canyon Road Overlay’ project;

WHEREAS, City staff recommends adding the ‘Canyon Rd Overlay – Berry Rd to Umptanum Rd’ project to the ‘Future’ section of the TIP;

WHEREAS, the Ellensburg City Council held a public hearing on said Plan at its regularly scheduled January 5, 2026 meeting, in the manner required by law;

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

Section 1. The 2026-2031 Six-Year TIP as adopted in Resolution 2025-12 is amended, as attached hereto, to rename the ‘Anderson Rd and Umptanum Rd Intersection Enhancements’ project as the ‘Umptanum Rd & Anderson Rd Roundabout, Umptanum Rd Intersection’ project with secured funding and update the budget for this revised project.

Section 2. The 2026-2031 Six-Year TIP as adopted in Resolution 2025-12 is amended, as attached hereto, to rename the ‘Canyon Rd Overlay – Berry Rd to Mountain View Ave’ project as the ‘Umptanum Rd - Anderson Rd Roundabout’ project with secured funding and update the budget for this revised project.

Section 3. The 2026-2031 Six-Year TIP as adopted in Resolution 2025-12 is amended, as attached hereto, to add the ‘Canyon Rd Overlay – Berry Rd to Umptanum Rd’ project to the TIP with a planned funding budget after 2031.

ADOPTED by the City Council of the City of Ellensburg this 5th day of January, 2026.

Mayor

ATTEST: _____
City Clerk

EXHIBIT A

CITY OF ELLENSBURG 6-YEAR TRANSPORTATION IMPROVEMENT PLAN 2026 TO 2031 (INCLUDES CURRENT WORK REMAINING IN 2025)		PUBLIC HEARING DATE: <u>1/5/2026</u> ADOPTION DATE: <u>1/5/2026</u> RESOLUTION NO. <u>2026-01</u>									
REVENUE BY YEAR (thousands)											
SOURCE		2025*	2026	2027	2028	2029	2030	2031		TOTALS	
ARTERIAL STREET		199	133	111	45	345	45	119		997	
REGIONAL STBG		315	1,995	0	0	2,500	0	750		5,560	
SALES TAX RESERVE		100	158	925	100	675	1,055	500		3,513	
FEDERAL SAFE ROUTES TO SCHOOL & PEDESTRIAN/BICYCLE GRANTS		0	0	202	1,370	4,330	1,550	250		7,702	
WSDOT SAFETY PROGRAM		0	0	1,800	2,550	4,690	0	0		9,040	
TRANSPORTATION IMPROVEMENT BOARD (TIB) - Grant Programs		0	1,553	2,956	850	0	6,975	2,800		15,134	
DISTRESSED COUNTY SALES/USE TAX		0	144	0	0	135	609	0		888	
1/4 CENT REAL ESTATE EXCISE TAX		0	0	812	152	750	361	147		2,222	
TRANSPORTATION ALTERNATIVES PROGRAMS		0	0	0	0	0	475	0		475	
DOE FISCAL YEAR WATER QUALITY GRANT		465	0	4,285	0	0	0	0		4,750	
COUNTY LODGING TAX GRANT		0	0	0	0	0	0	67		67	
LOCAL LODGING TAX FUNDS		0	0	0	0	0	0	66		66	
TRANSIT		813	679	1,601	991	126	126	126		4,462	
OTHER AGENCY OR CITY DEPARTMENT		3,500	100	1,575	6,448	500	4,900	309		17,332	
LOCAL IMPROVEMENT DISTRICT (LID) / DEFERRALS		0	0	2,000	0	4,005	695	8,200		14,900	
TRAFFIC IMPACT FEES		0	707	1,852	1,325	250	990	480		5,604	
NOT FUNDED		0	0	0	0	0	0	0		0	
TOTAL REVENUE		5,392	5,469	18,119	13,831	18,306	17,781	13,814		92,712	
EXPENDITURES BY YEAR (thousands)											
PROJECT		2025*	2026	2027	2028	2029	2030	2031	Future	TOTALS	
1 S/P Bridge Inspections		5	5	5	5	5	5	5	0	35	
2 S/P Engineering Transfer		15	15	15	15	15	15	15	0	105	
3 S/P Signal Optimization		10	10	25	25	25	25	25	0	145	
4 P Alley Reconstruction (Semi-Annual)		0	0	90	0	0	0	100	0	190	
5 S/P Transit Stop Upgrades (Shelter & Amenities, ADA Upgrades, Lighting, Art Glass)		282	116	116	116	116	116	116	0	978	
6 S/P Transit Service Connection Improvements (Active Transportation, Stop Impr)		0	135	135	10	10	10	10	0	310	
7 S Mountain View Ave and Bull Rd/Willow St Intersection Enhancements		75	750	0	0	0	0	0	0	825	
8 S/P Helena Ave Imp (Water St to 3,200' west, Cora Connection, portion in KC jurisdiction)		450	650	6,540	0	0	0	0	0	7,640	
9 S Water St. Overlay (Main St. to Bender Rd)		3,576	0	0	0	0	0	0	0	3,576	
10 S University Way Bridge Repair over BNSF		100	0	0	0	0	0	0	0	100	
11 S/P University Way Gateway II - Vista Rd to east City Limits		515	100	5,125	0	0	0	0	0	5,740	
12 S Vantage Highway Shared Use Pathway		325	1,993	0	0	0	0	0	0	2,318	
13 S 3rd Ave. Paverstone Pathway and Historic Lighting		39	826	0	0	0	0	0	0	865	
14 P Capitol Ave Sidewalk Replacement - Main St. to Sampson St.		0	0	0	110	0	120	130	0	360	
15 S 2026 Canyon Rd Overlay, Umptanum Rd to Mountain View Ave		0	580	0	0	0	0	0	0	580	
16 P Alder St Sidewalk - One Side - 3rd Ave to Craig Ave		0	0	80	0	100	0	0	0	180	
17 P 1st Ave Sidewalk Improvements - Ruby St. to Sampson St. - North Side		0	0	234	0	0	0	0	0	234	
18 S Umptanum Rd - Anderson Road Roundabout, Umptanum Rd Intersection		0	289	1,384	0	0	0	0	0	1,673	
19 P Add Transit Signal Priority		0	0	350	0	0	0	0	0	350	
20 P Mountain View Ave and Ruby St Intersection Enhancements and Widening		0	0	2,920	0	0	0	0	0	2,920	
21 P Ruby St Corridor Improvements - Manitoba to University Way		0	0	1,100	5,940	0	0	0	0	7,040	
22 P University Way Overlay - Cle Elum St to east City Limits		0	0	0	2,215	0	0	0	0	2,215	
23 P Wildcat Way and 18th Intersection Enhancements		0	0	0	756	0	0	0	0	756	
24 P University Way and Water Street Intersection Enhancements and Widening		0	0	0	3,270	0	0	0	0	3,270	
25 P Bender Rd / Sanders Rd Corridor Improvements (Whiskey Creek to Alder St)		0	0	0	1,370	8,020	0	0	0	9,390	
26 P Walnut St and 18th Bike Lane - Dean Nicholson to Alder St		0	0	0	0	150	0	0	0	150	
27 P Anderson Rd Sidewalk Improvements - Umptanum to 5th Ave		0	0	0	0	4,300	0	0	0	4,300	
28 P Umptanum Shared Use Pathway - Wilson Cr to IRRP		0	0	0	0	2,100	0	0	0	2,100	
29 P Industrial Way Improvements - LID		0	0	0	0	1,280	0	0	0	1,280	
30 P Palouse to Cascades Reconnect Trail - Sanders to Bowers to Helena Ave/PTC		0	0	0	0	2185	7,805	0	0	9,990	
31 P Canyon Rd and Umptanum Rd Intersection Enhancements and Widening		0	0	0	0	0	3,390	0	0	3,390	
32 P Capitol Ave. Sidewalk Improvements - Willow St. to Oak St.		0	0	0	0	0	1,525	0	0	1,525	
33 P Airport Rd Sidewalk Improvements - Dean Nicholson to N. City Limits		0	0	0	0	0	1,170	0	0	1,170	
34 P City to Canyon Trail - Umptanum Rd to Tjossem Rd		0	0	0	0	0	3,600	0	0	3,600	
35 P Large Scale Wayfinding Implementation Project		0	0	0	0	0	0	133	0	133	
36 P 14th Ave & Wildcat Way Corridor Ped/Bike Impr. - Water St to University Way		0	0	0	0	0	0	480	0	480	
37 P Mountain View Overlay - Canyon to Willow		0	0	0	0	0	0	1,500	0	1,500	
38 P Helena Ave Extension - PTC Trail to Dry Cr Rd		0	0	0	0	0	0	4,100	0	4,100	
39 P Cora Street Ext - PTC Trail to Bender Rd (portion in KC jurisdiction)		0	0	0	0	0	0	7,200	0	7,200	
40 P Chestnut St and Walnut St Bike and Ped Improvements									263	263	
41 P Transit Service Connection Improvements (Active Transportation, Stop Impr)									300	300	
42 P Downtown Transit Bus Hub Improvements									1,000	1,000	
43 P Alternative Fuel (Electric/Hydrogen/Propane) Transit Bus Infrastructure Support									3,500	3,500	
44 P Transit Service Connection Improvements (Active Transportation, Stop Impr)									250	250	
45 P 8th Ave LID (University Way to Maple St)									1,061	1,061	
46 P Trail Connection - 5th Ave to University Way (near CWU)									250	250	
47 P 5th and Ruby Intersection Enhancements and Widening									741	741	
48 P 3rd Ave and Ruby St Intersection Enhancements									890	890	
49 P Anderson/Umptanum/Railroad Ave. Road Widening/Overlay									7,310	7,310	
50 P Helena Ave and Walnut St Intersection Enhancements and Widening									740	740	
51 P Circle the City Trail - Enterprise Way to Faust Rd									4,200	4,200	
52 P Main St Sidewalk Improvements - University Way to 14th Ave									1,450	1,450	
53 P Helena Ave and Water St Intersection Enhancements and Widening									936	936	
54 P Manitoba Ave and Ruby St Intersection Enhancements and Realignment									1,332	1,332	
55 P University Way and Alder St Intersection Enhancements and Widening									1,558	1,558	
56 P Currier Creek Pathway - Univ. Way to Reece Cr Rd to Currier Cr to PTC									2,750	2,750	
57 P University Way and Main St Intersection Enhancements and Widening									3,338	3,338	
58 P Water St and Bender Rd Intersection Enhancements									966	966	
59 P Airport Rd and Bender Rd Intersection Enhancements									1,008	1,008	
60 P Capitol Ave and Chestnut St Intersection Enhancements									672	672	
61 P Canyon Rd Sidewalk - I90 to Berry Rd to Existing Sidewalk on Berry Rd									540	540	
62 P Sanders Rd and Alder St Intersection Enhancements									665	665	
63 P Capitol Ave and Willow St Intersection Enhancements									524	524	
64 P 15th Ave and Cora St Intersection Enhancements									432	432	
65 P 18th Ave and Alder St Intersection Enhancements									720	720	
66 P Canyon Rd Overlay, Berry Rd to Umptanum Rd									1,150	1,150	
TOTAL EXPENDITURE		5,392	5,469	18,119	13,832	18,306	17,781	13,814	38,546	131,258	
ARTERIAL STREET FUND BEGINNING BALANCE (01/01/2025))		400	321	308	317	392	167	242			
EST. GAS TAX REVENUE & SCHEDULED SALES TAX TRANSFER		120	120	120	120	120	120	120			
ARTERIAL STREET FUND ENDING BALANCE		321	308	317	392	167	242	243			

*Current year projects shown for accounting purposes.

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



Washington State Transportation Improvement Board

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Snohomish County

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John Vicente
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Thurston County

Jane Wall
County Road Administration Board

November 21, 2025

Ryan Lyyski, P.E.
Public Works Director
City of Ellensburg
501 North Anderson Street
Ellensburg, WA 98926-3112

Dear Ryan Lyyski:

Congratulations! The Transportation Improvement Board (TIB) is pleased to announce the selection of your project, 2026 Overlay, Umptanum Rd to Mountain View Ave, TIB project number 3-E-175(005)-1.

TIB is awarding 80.0014% of approved eligible project costs with a maximum grant of \$422,288.

Before any work is permitted on this project, you must complete and email the following items to your TIB engineer:

- Verify the information on the attached Grant Agreement Form. If necessary, revise section 3.0 Project Funding Partners.
- Sign and **email** a copy of the Grant Agreement Form to your TIB Engineer.

TIB approval is required prior to incurring reimbursable expenses.

In accordance with RCW 47.26.084, you must certify full funding by November 21, 2026, or the grant may be terminated. Grants may also be rescinded due to unreasonable project delays as described in WAC 479-05-211.05-211.

If you have questions, please contact Jonathan Heusman, TIB Region Engineer, at JonathanH@TIB.wa.gov.

Sincerely,

Ashley Probart
Executive Director

Enclosures

Ashley Probart
Executive Director

P.O. Box 40901
Olympia, WA 98504-0901
Phone: 360-586-1140
www.tib.wa.gov



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County Road Administration Board

November 21, 2025

Ryan Lyyski, P.E.
Public Works Director
City of Ellensburg
501 North Anderson Street
Ellensburg, WA 98926-3112

Dear Ryan Lyyski:

Congratulations! The Transportation Improvement Board (TIB) is pleased to announce the selection of your project, Umptanum Road - Anderson Road Roundabout, Umptanum Rd Intersection, TIB project number 8-4-175(022)-1.

TIB is awarding 65.0016% of approved eligible project costs with a maximum grant of \$1,087,450. Your request for a sidewalk deviation for the project was approved.

Before any work is permitted on this project, you must complete and email the following items to your TIB engineer:

- Verify the information on the attached Grant Agreement Form. If necessary, revise section 3.0 Project Funding Partners.
- Sign and **email** a copy of the Grant Agreement Form to your TIB Engineer.
- Submit the section of your adopted Six Year Transportation Improvement Plan listing this project.

TIB approval is required prior to incurring reimbursable expenses.

In accordance with RCW 47.26.084, you must certify full funding by November 21, 2026, or the grant may be terminated. Grants may also be rescinded due to unreasonable project delays as described in WAC 479-05-211.05-211.

If you have questions, please contact Jonathan Heusman, TIB Region Engineer, at JonathanH@TIB.wa.gov.

Sincerely,

Ashley Probart
Executive Director

Enclosures

Ashley Probart
Executive Director

P.O. Box 40901
Olympia, WA 98504-0901
Phone: 360-586-1140
www.tib.wa.gov



Meeting Date: January 5, 2026
City of Ellensburg
City Council Agenda Report

Agenda Subject: Ordinance 4979 Amending City Code to Codify the New Transit Sales and Use Tax, and Repealing the Transportation Benefit District Sales Tax (For Adoption in a Single Reading) (Public Comment Opportunity)

Submitted by: Christopher Horner, City Attorney

Department: City Attorney

Suggested Motion/Action:

1. Pursuant to City Council Rule of Procedure 9.7, move to waive Council Rule 9.3(b), to allow final passage of an ordinance on the same day it is introduced in a single reading; and
2. Move to conduct a single reading and adoption of Ordinance 4979.

Background/Summary:

Ellensburg voters approved a new Public Transportation (Transit) Systems .2% Sales and Use Tax, resulting in repeal of the existing Transportation Benefit District .2% Sales and Use Tax, in the November 4, 2025, election. Ordinance 4979 amends City code to codify the sales and use tax election results, and will serve as notice to the Washington State Department of Revenue to begin administering and collecting the Public Transportation (Transit) Systems Sales and Use Tax on April 1, 2026.

Previous Council Action:

On July 7, 2025, the City Council of Ellensburg adopted Resolution 2025-14, which provided for submission of a proposition authorizing collection of a Public Transportation (Transit) Systems .2% Sales and Use Tax, as authorized by RCW 82.14.045, to the voters in the November 4, 2025, election.

On July 7, 2025, the City Council of Ellensburg (sitting as the Ellensburg Transportation Benefit District Board), also adopted Resolution 2025-15, which repealed the Transportation Benefit District .2% Sales and Use Tax set forth in chapter 2.27 of the Ellensburg City Code, contingent upon voter approval of a Public Transportation (Transit) Systems Sales and Use Tax.

Analysis:

Ordinance 4979 amends City code to codify repeal of the Transportation Benefit District Sales and Use Tax, and specify an expiration date for this tax of March 31, 2026. Ordinance 4979 also adds a new chapter to City code to codify the new Public Transportation (Transit) Systems Sales and Use Tax, and specify it will be effective as of April 1, 2026.

Per RCW 82.14.050(1), the City will contract with the Washington State Department of Revenue for administration and collection of the Public Transportation (Transit) Systems

Sales and Use Tax, and per RCW 82.14.055, the City needs to provide the Washington State Department of Revenue with written notification of changes to local sales and use taxes at least 75 days before the change occurs. The City typically provides such written notice through adopting an ordinance. In order for Council to provide 75 days notice to the Department of Revenue before March 31, 2026, Council should allow final passage of this Ordinance in a single reading.

Financial Impact:

The Public Transportation (Transit) Systems and Sales and Use Tax, and the Public Transportation Benefit Sales and Use Tax, are both imposed at a rate of two-tenths of one percent (.2%), so Ordinance 4979 does not result in any net sales tax increase.

Budget Adjustment: No

Attachments:

1. Ordinance 4979-Public Transportation (Transit) Systems Sales and Use Tax

ORDINANCE NO. 4979

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ELLENSBURG, WASHINGTON, AMENDING CITY CODE TO CODIFY THE NEW PUBLIC TRANSPORTATION (TRANSIT) SYSTEMS SALES AND USE TAX, AND REPEAL OF THE TRANSPORTATION BENEFIT DISTRICT SALES AND USE TAX, AS APPROVED BY THE VOTERS IN THE NOVEMBER 4, 2025 ELECTION.

WHEREAS, on July 7, 2025, the City Council of Ellensburg adopted Resolution 2025-14, which provided for submission of a proposition authorizing collection of a new Public Transportation (Transit) Systems Sales and Use Tax, as authorized by RCW 82.14.045, to the voters in the November 4, 2025 election; and

WHEREAS, on July 7, 2025, the City Council of Ellensburg (sitting as the Ellensburg Transportation Benefit District Board), also adopted Resolution 2025-15, which repealed the Transportation Benefit District Sales and Use Tax set forth in chapter 2.27 of the Ellensburg City Code, contingent upon voter approval of a new Public Transportation (Transit) Systems Sales and Use Tax; and

WHEREAS, the qualified voters of the district approved the new Public Transportation (Transit) Systems Sales and Use Tax in the November 4, 2025 election, by an affirmative vote of 3,198 (65.33%) in favor of the proposition and 1,697 (34.67%) against the proposition, and that vote was certified by the Auditor for the County of Kittitas, State of Washington, on November 25, 2025; and

WHEREAS, City Code must now be amended to codify repeal of the Transportation Benefit District Sales and Use Tax, and implement the new Public Transportation (Transit) Systems Sales and Use Tax; and

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

Section 1. Section 2.27.030 of the Ellensburg City Code, as last amended by Section 3 of Ordinance 4727, is hereby amended to read as follows:

2.27.030 - Term of sales and use tax.

The sales and use tax imposed by this chapter shall commence on October 1, 2016, and expire on ~~September 30, 2026~~ March 31, 2026.

Section 2. A new chapter entitled “2.27A-Public Transportation (Transit) Systems Sales and Use Tax” is hereby added to the Ellensburg City Code to read as follows:

Sections

- 2.27A.010 Sales and use tax.**
- 2.27A.020 Effective date.**
- 2.27A.030 Use of tax revenues.**
- 2.27A.040 Administration and collection of sales and use tax.**

2.27A.010 Sales and use tax.

A public transportation (transit) sales and use tax shall be imposed at a rate of two-tenths of one percent (.2%) of the selling price in the case of a sales tax, or value of the article used in the case of a use tax, upon the occurrence of any taxable event within the boundaries of the city as they now exist or may be hereafter amended. The tax is in addition to other taxes authorized by law.

2.27A.020 Effective date.

The public transportation (transit) sales and use tax shall become effective as of April 1, 2026.

2.27A.030 Use of tax revenues.

The proceeds of the tax are to be used for the operation, maintenance, or capital needs of City public transportation (transit) systems, including Central Transit, in accordance with the requirements of RCW 82.14.045.

2.27A.040 Administration and collection of sales and use tax.

The State of Washington Department of Revenue is designated to administer and collect the sales and use tax imposed by this chapter in accordance with chapter 82.14 RCW. The Ellensburg city manager is authorized to execute a contract, and amendments thereto, with the State of Washington Department of Revenue as needed for the administration and collection of the sales and use tax imposed by this chapter. The city clerk is authorized and directed to attest any such contract and amendments thereto.

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

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

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

The foregoing ordinance was passed and adopted at a regular meeting of the City Council on the _____ day of January, 2026.

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. 4979 is a true and correct copy of said Ordinance of like number as the same was passed by said Council, and that Ordinance No. 4979 was published as required by law.

BETH LEADER



Meeting Date: January 5, 2026
City of Ellensburg
City Council Agenda Report

Agenda Subject: Resolution 2026-02-Authorization to Acquire Property (Public Comment Opportunity)
Submitted by: Heidi Behrends Cerniwey, City Manager
Department: City Attorney

Suggested Motion/Action:

Move to Approve Resolution 2026-02, Authorization to Acquire Real Property and approval of necessary budget adjustments.

Background/Summary:

Kittitas County is in the process of completing construction on a new solid waste transfer facility. When construction on the new facility is complete, Kittitas County will no longer have a need for the small office building and real property located on 925 Industrial Way in Ellensburg, which is adjacent to the existing solid waste transfer facility, so Kittitas County offered to sell the building to the City.

One important consideration to note is the City owns the real property used by Kittitas County to operate the existing solid waste transfer facility, and that facility will revert back to City possession when the new transfer facility is completed. As such, this is an opportunity for the City to acquire a small office building and real property adjacent to other City owned real property.

Previous Council Action:

None

Analysis:

RCW 39.33.010 allows municipalities to sell real property on mutually agreeable terms and conditions. The City and Kittitas County have tentatively and mutually agreed (subject to approval of the City Council, and Board of County Commissioners) on the purchase price of \$460,000, for property in "as-is" condition.

Financial Impact:

The property will be purchased by the Shop Fund. The Shop Fund will require a budget adjustment of \$460,000 from fund balance for 2026.

Budget Adjustment: Yes

Attachments:

- 1. Resolution to Acquire Real Property

2. Real Estate Purchase and Sale Agreement

RESOLUTION NO. 2026-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELLENSBURG, WASHINGTON, authorizing the City Manager to execute a Purchase and Sale Agreement and all other documents required for the acquisition of property located at 925 Industrial Way, Ellensburg, WA 98926, currently owned by Kittitas County.

WHEREAS, the City owns the real property currently being used by Kittitas County for a solid waste transfer facility, and Kittitas County is in the process of completing construction on a new solid waste transfer facility; and

WHEREAS, when construction of the new solid waste transfer facility is complete, possession of the existing solid waste transfer facility real property will revert to the City, and Kittitas County will no longer have need of the adjacent small office building and real property located on 925 Industrial Way; and

WHEREAS, Kittitas County offered to sell the small office building and real property located on 925 Industrial Way, to the City; and

WHEREAS, this is an opportunity for the City to acquire a small office building and real property located adjacent to other City owned real property; and

WHEREAS, RCW 39.33.010 authorizes municipalities to sell real property to other municipalities on mutually agreeable terms and conditions; and

WHEREAS, the City and Kittitas County tentatively agreed to a purchase price of \$460,000 (subject to approval by City Council and the Board of County Commissioners), which represents an acceptable fair market value to the City based on the "as-is" condition of the property, and comparable recent real estate transactions.

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

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

Section 2. It is in the City's best interests to purchase the small office building and real property located 925 Industrial Way, which is adjacent to other City owned real property.

Section 3. The City Manager is hereby authorized to sign the Purchase and Sale Agreement, as attached hereto as Exhibit A (or in substantially similar form), along with all other documents required to complete the transaction.

ADOPTED by the City Council of the City of Ellensburg this 5th day of January, 2026.

Mayor

ATTEST: _____
City Clerk

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT is made and entered into this ____ day of _____, 2025, by and between Kittitas County Solid Waste, a municipal corporation of the State of Washington ("Seller"), and the City of Ellensburg, a municipal corporation of the State of Washington, ("Purchaser").

RECITALS

A. Ch. 39.33 RCW, INTERGOVERNMENTAL DISPOSITION OF PROPERTY, allows the state or any municipality or any political subdivision thereof, to sell real Property to the state or any municipality or any political subdivision thereof on such terms and conditions as may be mutually agreed upon by the proper authorities of the state and/or the subdivisions concerned.

B. WHEREAS, Seller is the owner of that certain real Property located in Kittitas County and legally described as follows:

Kittitas County tax parcel #078533, more commonly known as 925 INDUSTRIAL WAY ELLENSBURG, WA, 98926 more fully described as follows:

That portion of the Northeast Quarter of the Northwest Quarter and of the Northwest Quarter of the Northeast Quarter of Section 11, Township 17 North, Range 18 East, W.M., Kittitas County, State of Washington, described as follows: Beginning at the Northeast corner of the Northwest Quarter of said Section; Thence North 89°29'28" West, along the Northerly boundary line of the Northeast Quarter of the Northwest Quarter of said Section, a distance of 69.61 feet to the Southwesterly right of way boundary line for the City Street known as Industrial Way; Thence South 25°06'22" East along the Southwesterly right of way boundary line of said City Street, a distance of 157.70 feet to the true point of beginning; Thence continuing South 25°06'22" East, along the Southwesterly right of way boundary line of said City Street, a distance of 276.75 feet; Thence North 89°39'22" West, a distance of 298.97 feet; Thence North 00°20'38" East, a distance of 99.73 feet; Thence South 89°39'22" East, a distance of 138.59 feet; Thence North 01°59'47" East, a distance of 137.44 feet; Thence North 71°30'52" East, a distance of 39.61 feet to the Southwesterly right of way boundary line of said City Street and to the true point of beginning.

INITIALS:

Purchaser: _____/Date: _____ Seller: _____/Date: _____

(hereinafter referred to as “Property”)

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, conditions, and promises contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser agree as follows:

AGREEMENT

1. Conveyance of the Property. Seller agrees to sell, and the Purchaser agrees to purchase the Property as provided herein. The property shall be conveyed by quit claim deed.

2. Purchase Price: Seller agrees to sell, and Purchaser agrees to purchase the Property for four-hundred and sixty thousand dollars (\$460,000), payable at the Time of Closing to be paid in full by Purchaser. The parties hereby confirm that they have reviewed and approved, or had sufficient opportunity to review and approve, an appraisal of fair market value relating to the Property. The Parties further agree that the value of the Property was negotiated.

3. Earnest Money. No earnest money is required or will be paid by either Party.

4. Contingencies. Seller’s obligation to sell the Property is subject to the following conditions, each of which shall be performed or satisfied by Seller and/or Purchaser in good faith and with reasonable diligence:
 - a) Resolution Declaring Property Surplus. The Kittitas County Board of Commissioners shall have adopted a resolution declaring that the Property is surplus to the foreseeable needs of the County.

 - b) Public Hearing and Notice. Seller shall have provided public notice and conducted a public hearing in accordance with RCW 39.33.020.

 - c) Resolutions Ratifying Agreement. The Kittitas County Board of Commissioners shall have adopted a resolution ratifying this Agreement and authorizing conveyance of the Property to Purchaser. The Ellensburg City Council shall also have adopted a resolution ratifying this Agreement and authorizing conveyance of the Property from Seller.

 - d) Title Report. Within a reasonable time prior to the Time of Closing, unless waived in writing by the City, the City shall obtain from a title company selected by the City in its sole discretion (“Title Company”), effective as of the date and time the Quit Claim Deed is recorded, a suitable ALTA Form extended coverage owner’s title insurance policy for the Property (“Owner’s Policy”), or equivalent form reasonably acceptable to the City dated as of the date and time the Quit Claim Deed is recorded, indicating title to be vested of record in the City and containing such endorsements as the Title Company has agreed to provide.

INITIALS:

Purchaser: _____/Date: _____ Seller: _____/Date: _____

Within a reasonable time after receiving the title report/title insurance policy, the City shall provide Kittitas County with a written statement of any exceptions to title that it requests be cleared at or prior to the Time of Closing. Upon receiving such statement, Kittitas County shall have ten (10) business days to clear any exceptions not approved by the City. At the conclusion of said period, if clearance of all objectionable exceptions has not been arranged to the City's satisfaction in its sole discretion, the City may then either:

- i. Terminate this Agreement by providing written notice to the other Parties no later than five (5) days prior to the Time of Closing; thereafter no Party shall have any further rights or liabilities hereunder; or
- ii. Reach an agreement with Kittitas County, no later than five (5) days prior to the Time of Closing, to have the exceptions cleared or waive its objections to these exceptions; in such event, the Parties shall close the transaction as contemplated by this Agreement, subject to such exceptions that have not been eliminated ("Permitted Encumbrances"). Failure to provide a timely notice of termination under "i." above shall constitute a waiver of objections not resolved by written agreement.

4.1. Seller shall use good-faith effort to promptly satisfy the preceding contingencies. The failure of any contingency to be satisfied by the Time of Closing shall not, by itself, give Purchaser an automatic right to terminate this Agreement under paragraph 9 herein, unless such failure results from Seller's bad-faith refusal to act. If additional time is reasonably required for Seller to complete any preceding contingencies, the Time of Closing shall automatically extend for up to **thirty (30) days** (or such longer period as the parties may agree to in writing) to permit completion.

5. Condition of the Property. Purchaser hereby confirms that it is accepting the Property on an "AS-IS WITH ALL FAULTS" basis with any and all patent and latent defects, including those relating to the environmental condition of the Property, and is not relying on any representations or warranties, express or implied, of any kind whatsoever, except as may be expressly stated herein, from the Seller as to any matters concerning the Property, including but not limited to: physical condition; zoning status; tax consequences of this transaction; utilities, operating history or projections of valuation; compliance with Environmental Laws (defined below) or other laws, statutes, ordinances, decrees, or regulations; the presence of any Hazardous Substances (defined below), wetlands, asbestos, lead, lead-based paint or other lead containing structures, urea formaldehyde, or other environmentally sensitive building materials in, on, under, or in proximity to the Property; the condition or existence of any above-ground or underground structures or improvements, including tanks and transformers in, on or under the Exchange Property; and the existence of any leases, easements, permits, orders, licenses, or other agreements, affecting the Property (collectively, the "Property Conditions").

INITIALS:

Purchaser: _____/Date: _____ Seller: _____/Date: _____

6. Purchaser represents and warrants to Seller that it has not relied and will not rely on, and Seller is not liable for or bound by, any warranties, guaranties, statements, or representations, except as expressly stated herein, pertaining to the Property. Nonetheless, each Party represents and warrants to the other Party as of the date of this Agreement and as of the Time of Closing:

A. Authority. It has all necessary power and authority to enter into and execute this Agreement as of the Effective Date and, on or before the Time of Closing, shall have all necessary power and authority to consummate the transactions contemplated hereby.

B. No Actions, Etc. Except as disclosed to the Purchaser in writing or as otherwise set forth herein, to the Seller's knowledge:

i. No actions, suits, proceedings, orders, inquiries, or investigations are pending or are threatened against, involving, or affecting the Property, at law or in equity, or before or by any federal, state, municipal, or other governmental department, court, commission, board, bureau, agency, or instrumentality, alleging the violation of any federal, state, or local law, statute, ordinance, rule, regulation, decree, order, or permit relating to Environmental Matters or the release of any Hazardous Substances.

ii. No actions, suits, or proceedings are pending, threatened, or asserted against the Property or against Seller in connection with the Property or this Agreement, before or by any federal, state, municipal, or other governmental department, court, commission, board, bureau, agency, or instrumentality.

iii. No pending or threatened condemnation actions exist with respect to the Property.

iv. Seller has not received any notice that any ordinance, regulation, law, or statute of any governmental agency pertaining to the Property or this Agreement has been violated.

v. Except as set forth herein, no further permission, approval, or consent by third parties or governmental authorities is required to consummate this transaction.

vi. Except as set forth herein, the Seller is not aware of any unrecorded leases (whether written or oral, of any nature or duration), easements, encumbrances, or other agreements currently affecting the Property except as shown on the Owner's Policy, if applicable, or in the Kittitas County public records.

vii. The Information delivered relating to the Property pursuant to this Agreement or in connection with the execution hereof is, and at the Time of Closing will be, true and correct to the best of the delivering Party's knowledge.

viii. The Seller is not aware of any historical artifacts, Indian artifacts, or burial grounds located on or under the Property, and the Seller is not aware of any endangered species, as determined under federal, state, or local laws, located on or under the Property.

INITIALS:

Purchaser: _____ /Date: _____ Seller: _____ /Date: _____

ix. Seller has not received notice of any default or breach by any third party under any covenants, conditions, restrictions, rights-of-way, or easements in respect to the Property or that may affect the Property or any portion thereof and, to the knowledge of Seller, no condition exists that with the passage of time or giving notice or both would constitute such a default.

x. There are no pending or threatened mechanics' or materialmen's liens against the Property.

xi. All of the representations and warranties of Seller contained in this Agreement shall be true and correct as of the Effective Date and as of the Time of Closing and shall survive the Closing.

xii. None of the foregoing representations and warranties contain any untrue statement of material fact.

7. Purchaser assumes the risk that Hazardous Substances or other adverse matters may affect the Property, and hereby waives, releases, and discharges forever the Seller and its officers, directors, shareholders, employees, and agents from any and all present or future claims or demands, and any and all damages, losses, injuries, liabilities, causes of actions (including, without limitation, causes of action in tort), costs and expenses (including, without limitation fines, penalties, judgments, and attorneys' fees), of any and every kind or character, known or unknown, arising from or in any way related to the Property Conditions or alleged presence, use, storage, generation, manufacture, transport, release, leak, spill, disposal, or other handling of any Hazardous Substances in, on, or under the Property.

8. Definitions. For purposes of this Agreement:

8.1. "Environmental Law(s)" means any federal, state, or local statute, regulation, code, rule, ordinance, order, judgment, decree, injunction, or common law pertaining in any way to the protection of human health or the environment, including without limitation, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation, and Liability Act, the Model Toxics Control Act, and any similar or comparable federal, state, or local law.

8.2. "Hazardous Substance(s)" means any hazardous, toxic, radioactive, or infectious substance, material, or waste as defined, listed, or regulated under any Environmental Law, and includes without limitation petroleum oil and any of its fractions.

8.3. "Environmental Matters" means matters relating to the generation, manufacture, use, storage, handling, transportation, and/or disposal of Hazardous Substances, or conditions with respect to the atmosphere, soil, surface and ground waters, wetlands, stream sediments, vegetation, endangered species, and stormwater runoff or discharge.

9. Default: If either party defaults (that is fails to perform the acts required of them) in his contractual performance herein, the non-defaulting party may seek specific performance

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INITIALS:

Purchaser: _____/Date: _____ Seller: _____/Date: _____

pursuant to the terms of this Agreement, damages, or rescission. If the non-defaulting party seeking damages or rescission is Purchaser, the earnest money, upon demand, shall be refunded. If the non-defaulting party seeking damages or rescission is Seller, the earnest money, upon demand, shall be forfeited and paid to Seller.

Initials of: Seller: _____ / _____
Purchaser: _____

10. Closing:

10.1. Date of Closing: Following the Time of Closing, the chosen Title Company shall promptly record the deed and any other recordable documents with the appropriate county recording office and provide confirmation of recording to both parties. For purposes of this Agreement, “date of closing” shall be constructed as the date upon which all appropriate documents are recorded and proceeds of this sale are available for disbursement to Seller. Funds held in reserve accounts pursuant to escrow instructions shall be deemed, for purposes of this definition, as available for disbursement to Seller.

10.2. Place of Closing: The Closing of this transaction shall occur in such escrow, title insurance company, or attorney as the Parties may agree, either in person or virtually in accordance with Washington law.

10.3. Time of Closing: The Time of Closing is the sale date, which shall occur on February 15, 2026, provided all contingencies required under section 4 herein have been satisfied by both parties.

10.4. Seller’s Deliveries at the Time of Closing: On or before the Time of Closing, Seller shall deliver (or cause to be delivered) to Purchaser, a duly-executed and acknowledged Quit Claim Deed conveying to Purchaser, fee simple title to the Property (the “Deed”). The Deed will be in a form prepared by Seller, subject to the reasonable approval of Purchaser.

10.5. Purchaser’s Deliveries at the Time of Closing: On or before the Time of Closing, Purchaser shall deliver to Seller, the remainder of the Purchase price.

10.6. Closing Costs: The Parties will split closing costs equally.

11. Seller Lease-Back Option:

11.1. Notwithstanding the Date under Section 10.3 herein, if Seller’s new location is not ready for occupancy by February 15, 2026, Seller shall have the option to lease the Property back from Buyer following Closing, subject to the following terms:

11.2. Exercise of Option: Seller may exercise the Lease-Back Option by providing written notice to Buyer no later than five (5) business days prior to the Time of Closing

INITIALS:

Purchaser: _____ /Date: _____ Seller: _____ /Date: _____

Date stating that Seller's new location will not be ready for occupancy by February 15, 2026, and that Seller is requesting to exercise its Lease-Back Option. Provided that the request is timely made by Seller, Buyer is obligated to honor the request.

11.3. Lease-Back Term: Unless otherwise agreed to in writing, the Lease-Back shall commence on the Time of Closing Date and shall continue on a month-to-month basis until the earlier of:

(a) the last day of whatever month Seller's new location becomes ready for occupancy; or

(b) March 31, 2026.

11.4. Rent and Utilities: During the Lease-Back term, Seller shall pay monthly rent in the amount of \$1,500.00 per month, due on or before the first day of each month. Seller shall also be responsible for all utilities and services associated with the Property during the Lease-Back term, unless otherwise agreed.

11.5. Form of Lease: In the event the parties do not finalize a separate lease document, the terms of this Lease-Back Option shall constitute the binding lease terms.

11.6. Condition of Property and Maintenance: Seller shall maintain the Property in substantially the same condition as of the Time of Closing Date, reasonable wear and tear excepted, and shall be responsible for routine maintenance during the Lease-Back term.

11.7. No Tenancy Rights Beyond Lease-Back: Seller acknowledges that its occupancy is temporary and expressly limited to the Lease-Back terms described above. Seller waives any right to claim additional tenancy, holdover rights, or possession beyond the Lease-Back period.

12. Possession: Seller shall deliver possession of the Property to Purchaser on the Date of Closing.

13. Governing Law and Venue: This Agreement shall be interpreted, construed and enforced according to the laws of the State of Washington. Venue of any lawsuit arising out of this Agreement shall be in Kittitas County, Washington.

14. Notices: Subject to the requirements of any applicable statute, any notices required or permitted by law or under this Agreement shall be in writing and shall be (i) personally delivered, or (ii) sent by first class certified or registered mail, return receipt requested, with postage prepaid, to the parties' addresses set forth herein. Either party may change such address for notice. All notices which are so addressed and paid for shall be deemed effective when personally delivered, or, if mailed, on the earlier of receipt of three (3) days after deposit thereof in the U. S. mail

INITIALS:

Purchaser: _____/Date: _____ Seller: _____/Date: _____

15. Time of Performance: Time is of the essence of this Agreement and of all acts required to be done and performed by the parties hereto, including, but not limited to, the proper tender of each of the sums required by the terms hereof to be paid.
16. Section Headings: The word or words appearing at the commencement of sections and subsections of this Agreement are included only as a guide to the contents thereof and are not to be considered as controlling, enlarging or restricting the language or meaning of those sections or subsections.
17. Invalidity: In the event any portion of this Agreement should be held to be invalid by any court of competent jurisdiction, such holding shall not affect the remaining provisions hereof unless the court's ruling includes a determination that the principal purpose and intent of this Agreement is thereby defeated.
18. Entire Agreement: All understandings and agreements, written and verbal, previously existing between the parties, if any, are merged into this Agreement which alone fully and completely expresses agreement of the parties, and the same is entered into after full investigation, neither party relying upon any statement or representation made by the other not embodied herein. This Agreement may be modified only by a written amendment executed by all parties.
19. Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed to be an original instrument. All such counterparts together shall constitute a fully executed Agreement.
20. Amendment: This Agreement may not be modified or amended except by the written agreement of the parties.
21. No Brokers: The Parties agree that there are no brokers involved in connection with this purchase and sale.

IN WITNESS WHEREOF the parties have signed and delivered this Agreement as of the day and year first above written.

Executed by the Parties to be effective as of the Effective Date set forth above.

DATED this ____ day of January 2026.

CITY OF ELLENSBURG

By: _____
Heidi Behrends Cerniwey, City Manager

Attest: _____

INITIALS:

Purchaser: _____/Date: _____ Seller: _____/Date: _____

Beth Leader, City Clerk

Approved as to form:

Christopher Horner, City Attorney

DATED this _____ day of January 2026.

BOARD OF KITTITAS COUNTY
COMMISSIONERS

LAURA OSIADACZ, Chair

CORY WRIGHT, Vice-Chair

BRETT WACHSMITH, Commissioner

ATTEST:

Julie Kjorsvik, Clerk of the Board

INITIALS:

Purchaser: _____ /Date: _____ Seller: _____ /Date: _____



MANAGER'S REPORT

DATE: January 5, 2026

To: Ellensburg City Council

FROM: Heidi Behrends Cerniwey, City Manager

1. City Representation on County Boards & Committees

The City received notice from the Board of County Commissioners that Councilmember Lillquist's term on the Airport Advisory Committee expired on December 21, 2025. Staff request City Council's recommendation for filling this vacancy, as well as other internal and external Boards & Committee assignments.

2. Cold Weather Shelter is Seeking Volunteers

The Cold Weather Shelter is seeking volunteers. A link to HopeSource's volunteer sign ups and donation opportunities page is available on the City's [Cold Weather Shelter page](#).

3. Preview of January 20 Council Agenda

The January 20 Joint Council and DEI Commission Study Session is scheduled for 6:00 p.m. and will include a discussion of Ellensburg City Code (ECC) Chapter 1.88 and the Commission's work plan. The regular meeting will include a presentation by the Kittitas County Chamber of Commerce and the first reading of an Ordinance outlining the proposed amendments to the Surplus Property regulations.