

CITY COUNCIL AGENDA

April 6, 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_hdLeOksyQwiJjukQejs6LQ

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

Accessibility

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

- Closed Captioning is available to Zoom viewers. To enable closed captioning, you will need to click on the "CC" button at the bottom of your Zoom screen and then select either "Show Subtitle" or "View Full Transcript."
- Members of the public who do not speak English or who have limited proficiency may request an interpreter if they wish to participate in public meetings.
- The City will provide reasonable accommodation for members of the public with disabilities.

The City of Ellensburg strives to make our services, programs, and activities readily accessible and usable by individuals with disabilities. Reasonable accommodations will be made upon request. Please furnish the ADA Coordinator with your request in sufficient time for the City to provide a reasonable accommodation. A Request for Accommodation form may be obtained on the first floor of City Hall or by calling the City of Ellensburg ADA Coordinator at (509) 962-7222 or email ADAcoordinator@ci.ellensburg.wa.us

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, April 6, 2026
6:00 PM – Study Session
7:00 PM - Regular Meeting**

Study Session (No Public Comment)

A Energy 101 - A Basic Overview of Energy Services in Ellensburg

Pledge of Allegiance

1. Call to Order and Roll Call

2. Proclamations (No Public Comment)

2.A Arbor Day 6

2.B National Child Abuse Prevention Month 7

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 March 16, 2026 Regular Meeting 8

5.B Acknowledge Minutes of Boards and Commissions 14

5.C Project Acceptance – Bid Call 2024-10 Brick Road Improvements 22

5.D Axon Body Worn and In-Car video Camera contract 24

5.E NOANET Inter Local Agreement Amendment 3 79

5.F Construction Agreement between WinCo Foods, LLC and City of Ellensburg 85

5.G Professional Services Consultant Agreement for the Engineering and Design of the Umptanum Road and Anderson Road Roundabout Project 101

5.H Affordable Housing Commission Resignation - Sarah Bedsaul 123

5.I	Budget Carryforward — Fieldhouse Construction Fund for Professional Services	124
5.J	Amendment #1 to Agreement for Professional Services Between the City of Ellensburg and SCJ Alliance	126
5.K	Approve April 6, 2026 Voucher Listing	134
6.	Petitions, Protests, and Communications	
6.A	UAC Reappointment - Fred Springsteen	135
6.B	Chamber Annual Presentation	136
7.	Public Comment on Non-agenda Items	
8.	Business Requiring Public Hearings	
8.A	Public Hearing (Legislative) to Consider Annexation of Parcel 631033 and First Reading of Ordinance 4985 Approving the Annexation and Zoning of Light Industrial (I-L) (Public Comment Opportunity)	145
9.	Introduction and Adoption of Ordinances and Resolutions	
9.A	Second Reading of Ordinance 4982 Amending Ellensburg City Code Chapter 1.88-Access, Advocacy, Equity, and Engagement Commission (Public Comment Opportunity)	179
9.B	First Reading of Ordinance 4983 Amending Ellensburg City Code Chapter 9.91.100 — Electric Utility Rate Schedules (Public Comment Opportunity)	192
9.C	Resolution 2026-07 Amending the 2026 Pay Resolution for Non-Represented Employees (Public Comment Opportunity)	217
10.	Unfinished Business	
10.A	Economic Development Property Exchange Agreement between City of Ellensburg, Kittitas County, and Central Washington University (Public Comment Opportunity)	223
11.	New Business	
11.A	Execute Agreement for Professional Services for Natural Gas System Plan and Authorize Necessary Budget Adjustments (Public Comment Opportunity)	248
12.	Miscellaneous	
12.A	Manager's Report (No Public Comment)	261
12.B	Councilmembers' Reports (No Public Comment)	
13.	Executive Session	
14.	Adjournment	



City of Ellensburg

PROCLAMATION

Arbor Day



WHEREAS, in 1872, the Nebraska Board of Agriculture established a special day to be set aside for the planting of trees, and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

WHEREAS, Arbor Day is now observed throughout the nation and the world, and

WHEREAS, trees can be a solution to combating climate change by reducing the erosion of our precious topsoil by wind and water, cutting heating and cooling costs, moderating the temperature, cleaning the air, producing life-giving oxygen, and providing habitat for wildlife, and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products, and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

WHEREAS, trees — wherever they are planted — are a source of joy and spiritual renewal.

NOW THEREFORE, the Mayor of the City of Ellensburg, Washington, does hereby proclaim April 24, 2026, as Arbor Day in the City of Ellensburg, and urges all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

FURTHER, Urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Signed this 6th day of April, 2026.

[Handwritten signature of Betty Lavelle]

Attest: City Clerk

[Handwritten signature of Rich Elliott]

Rich Elliott Mayor



TREE CITY USA An Arbor Day Foundation Program



City of Ellensburg

PROCLAMATION



National Child Abuse Prevention Month
April 2026



WHEREAS, in Federal fiscal year 2024, there were approximately 4.36 million reports of child abuse and neglect in the United States. That year, 532,228 children were confirmed as victims of maltreatment that year.

WHEREAS, child abuse and neglect is a serious problem affecting every segment of our community, and finding solutions requires input and action from everyone; and

WHEREAS, our children are our most valuable resource and the foundation of our future, communities must prioritize and promote programs and activities that foster strong, thriving children and families; and

WHEREAS, child abuse can have long-term psychological, emotional, and physical effects that have lasting consequences for victims of abuse; and

WHEREAS, protective factors are conditions that reduce or eliminate risk and promote the social, emotional, and developmental well-being of children; and

WHEREAS, effective child abuse prevention activities succeed because of the partnerships created between child welfare professionals, education, health, community- and faith-based organizations, businesses, law enforcement agencies, and families; and

WHEREAS, we acknowledge that we must work together as a community to increase awareness about child abuse and contribute to promote the social and emotional well-being of children and families in a safe, stable, and nurturing environment; and

NOW THEREFORE, the Mayor of the City of Ellensburg, Washington, does hereby proclaim April as National Child Abuse Prevention Month and urges all citizens to recognize this month by dedicating ourselves to the task of improving the quality of life for all children and families.

Signed this 6th day of April, 2026.

Handwritten signature of Beth Lead

Attest: City Clerk

Handwritten signature of Rich Elliott
Rich Elliott
Mayor



CITY OF ELLENSBURG

Date of Meeting

Time of Meeting

Place of Meeting

Minutes of City Council, Regular Meeting

March 16, 2026

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 Thompson

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, Police Chief Wade, Community Development Director Carlson, Housing Program Manager Frey, Associate Planner Rud, HR Director Young, Parks & Recreation Director Case and approximately fifteen members of the public

Others present remotely via Zoom: three members of the public

2. Proclamations

- 2.A Natural Gas Utility Workers Day
Councilmember Miller read the proclamation.
- 2.B Transgender Day of Visibility
Councilmember Goodloe read the proclamation.
- 2.C National Developmental Disabilities Awareness Month
Mayor Elliott read the proclamation.

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 March 2, 2026 Regular Meeting
- 5.B Approve Minutes of March 2, 2026 Study Session
- 5.C Acknowledge Minutes of Boards and Commissions

5.D Award Bid 2026-03 Dolarway Substation Reclosers

5.E Approve March 16, 2026 Voucher Listing

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

6. Petitions, Protests, and Communications

6.A 2025 Police Department Annual Report
Ken Wade, Ellensburg Police Chief, presented information in a report to Council. Council asked questions of staff.

6.B Invitation to the Passing of the Laurel Ceremony
Heidi Behrends Cerniwey, City Manager, shared information with Council.

7. Public Comment on Non-agenda Issues

Public comment was heard from the following citizens:

- Pat Kelleher
- Joylyn Schneider

8. Business Requiring Public Hearings

8.A Closed Record Hearing (Quasi-Judicial) to consider adoption of Resolution 2026-05, approving the Houghton Preliminary Subdivision (File # P25-140) (Limited Public Comment)
Mayor Elliott opened the public hearing and asked the standard questions regarding appearance of fairness and conflict of interest. There were no appearance of fairness, ex parte contacts or conflicts of interest disclosed by the Mayor or Councilmembers. Mark Rud, Associate Planner, presented information in the staff report.

With no comments from the public and minimal questions from Council, Mayor Elliott closed the public hearing.

Councilmember Miller moved to adopt Resolution 2026-05 approving the Houghton Preliminary Long Subdivision pursuant to the Hearing Examiner's March 5, 2026 Recommended Findings of Fact, Conclusions of Law, Decision, and Conditions of Approval. **Motion Approved 7-0**

9. Introduction and Adoption of Ordinances and Resolutions

9.A Second Reading of Ordinance 4981 Amending Ellensburg City Code and Adoption of Resolution No. 2026-06 Regarding Community Development Review Fees (Public Comment Opportunity)
Dan Carlson, Community Development Director, presented information in the staff report. A correction to the proposed fee schedule was included on the dais.

Councilmember Palmer moved to conduct second reading and adoption of Ordinance 4981 amending Ellensburg City Code regarding Community Development review fees. **Motion Approved 7-0**

Councilmember Palmer moved to approve Resolution No. 2026-06 adopting Community Development Review fees. **Motion Approved 7-0**

- 9.B First Reading of Ordinance 4982 Amending Ellensburg City Code Chapter 1.88- Access and Engagement Commission (Public Comment Opportunity)
Heidi Behrends Cerniwey, City Manager, presented information in the staff report.

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

- Amber Hoefer, DEI Commissioner (speaking remotely)
- Candice Comfort
- Sasha Geise
- Joylyn Schneider
- Pat Kelleher
- Alison Durmond
- M. Eliatamby-O'Brien, DEI Commissioner (speaking remotely)

Councilmember Palmer moved to conduct first reading of Ordinance 4982 amending Ellensburg City Code Chapter 1.88 regarding the name, role, duties, and responsibilities of the Diversity, Equity, and Inclusion Commission.

Councilmember Palmer moved to amend the motion by striking the last sentence in the second whereas in Ordinance 4982. **Motion Approved 7-0**

Councilmember Miller moved to amend the last sentence of the last paragraph in Section 1.88.010 to include the word safety "... is supportive to all residents and visitors because doing so enriches each individual's life and the community's well-being, **SAFETY** and vitality." **Motion Approved 7-0**

Councilmember Goodloe moved to amend the motion by changing the commission name to Access Advocacy Engagement and Equity Commission.

Councilmember Lillquist moved to strike Advocacy from the amendment. **Motion Failed 1-6** (*Lillquist voted yes*)

Vote on the amendment changing the proposed commission name. **Motion Approved 5-2** (*Palmer and Thompson voted no*)

Vote on the main motion as amended. **Motion Approved 5-2** (*Palmer and Thompson voted no*)

Councilmember Goodloe made a statement and requested council consider a

resolution to show support. Mayor Elliott recommended consideration at a future council meeting.

10. Unfinished Business

- 10.A Lodging Tax Advisory Committee Presents Partnership Request: Rodeo Grandstand Improvement Project (Public Comment Opportunity)
Heidi Behrends Cerniwey, City Manager, presented information in the staff report. County Commissioner Wachsmith presented information concerning the County's request for funding. Council asked questions of staff and Commissioner Wachsmith.

Councilmember Palmer moved to approve award of \$500,000 lodging tax funding to Kittitas County to support the Rodeo Grandstand Improvement Project, per the Lodging Tax Advisory Committee recommendation, approve budget adjustments, and authorize the City Manager's signature on the resulting lodging tax grant agreement with Kittitas County. **Motion Approved 7-0**

- 10.B Park, Recreation, Open Space, and Sustainable Plan Adoption (Public Comment Opportunity)
Mayor Elliott announced at 9:25 pm that Council would take a five-minute break. Council reconvened at 9:30 pm

Brad Case, Parks & Recreation Director, presented information in the staff report. Cindy Mendoza, Principal at MIG, was present remotely to review the Funding Plan. Council asked questions of staff and Ms. Mendoza.

Public comment on the topic was heard from citizen Victoria Thomas.

Councilmember Goodloe moved to adopt the Park, Recreation, Open Space, and Sustainable Funding Plan as presented.

Councilmember Lillquist moved to amend the motion by removing item F from Appendix B-8. **Motion Approved 6-1** (*Miller voted no*)

Vote on main motion as amended. **Motion Approved 7-0**

11. New Business

- 11.A Lease Agreement between the City of Ellensburg and Kittcom for Unit 4 at the Airport Business Park (Public Comment Opportunity)
Mayor Elliott abstained from discussion on the item due to a conflict of interest. Mayor Pro Tem Lillquist ran discussion on the item.

Chris Horner, City Attorney, presented information in the staff report. Council asked questions of staff.

Public comment was heard on the topic from citizen Pat Kelleher

Councilmember Goodloe moved to authorize the City Manager to negotiate and execute a lease agreement (as attached or in substantially similar form) for Unit 4 located at the Airport Business Park, 3110 N. Airport Rd., Ellensburg. **Motion Approved 6-0** (*Elliott abstained*)

11.B Interlocal Agreement with Kittitas County for Cold Weather Shelter Maintenance (Public Comment Opportunity)

Lily Frey, Housing Program Manager, presented information in the staff report.

Councilmember Palmer moved to authorize the City Manager to sign the interlocal agreement (ILA) with Kittitas County. **Motion Approved 7-0**

11.C Kittitas Valley Memorial Pool & Fitness Center Roof Replacement (Public Comment Opportunity)

Brad Case, Parks & Recreation Director, presented information in the staff report. Council asked questions of staff.

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

- Joylyn Schneider
- Candice Comfort
- Victoria Thomas
- Pat Kelleher

Councilmember Palmer moved to direct staff to pursue option 2 and provide Council with information on the projected service life of both options.

Mayor Elliott moved to amend the motion to request staff establish a timeline for both options. **Motion Approved 7-0**

Vote on main motion as amended. **Motion Approved 7-0**

12. Miscellaneous

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

Heidi Behrends Cerniwey, City Manager, reviewed three letters of support on the dais for congressionally directed spending and requested Council approval for the Mayor's signature.

Councilmember Goodloe moved to approve the Mayor's signature on the three letters of support. **Motion Approved 7-0**

The City Manager reviewed the report.

12.B Councilmembers' Reports (No Public Comment)

- Councilmember Lillquist requested Lodging Tax Committee discussion of downtown Christmas decorating with the EDA
- Councilmember Beauchamp requested excused absence for the April 6, 2026 meeting

Councilmember Goodloe moved to approve an excused absence for Councilmember Beauchamp at the April 6, 2026 meeting. **Motion Approved 7-0**

13. Executive Session

13.A Per 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.

Council recessed to Executive Session at 10:43 pm. It was anticipated to last ten minutes and no action would be taken.

Council reconvened at 10:50 pm

14. Adjournment

Meeting adjourned at 10:50 pm

Mayor

ATTEST:

City Clerk



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

Arts Commission Meeting Minutes
February 12, 2026
4:02 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, Commissioner Young, Commissioner Lopez,
Councilmember Beauchamp
Absent:
Welcome guest:

2. Approval of Agenda

Motion to approve February 12, 2026, Arts Commission meeting as presented.
By: Commissioner Snedeker
Seconded: Commissioner Lopez
In Favor: All in favor
Opposed: None
Abstain: None
Motion Carries

3. Approval of Minutes

Motion to approve January 8, 2026, Arts Commission meeting minutes as presented.
By: Commissioner Snedeker
Seconded: Commissioner Wenz
In Favor: All
Opposed: None
Abstain: None
Motion Carries

4. Budget/Financial Report

4.A 2026 Proposed Budget Review and Commissioner Budget Approval
Staff presented budget YTD updates for 2026 for Commissioners.

5. New Business

5.A Admission Tax Presentation

Commissioner Dougherty gave presentation on history of the Admission Tax to the Art Commissioners.

Commissioners discussed the effect the tax is having on smaller organizations that are awarded project grants and other creative businesses and organizations in the community. Tax has not been updated since creation in 1994.

Staff will continue to keep this on the agenda as Unfinished Business.

Next Steps:

1. Set up a meeting with the City Manager to discuss the tax overall and how it is managed and suggest:

- a. Discuss potentially raising the threshold
- b. How it is affecting orgs. and grant awardees
- c. Options for how it is managed/collected

2. Arts Commission:

- a. Change language on project grant application to note that grants cannot be used to pay admission tax.
- b. Work with community organizations on education of the tax and how to track/pay (if applicable)

Action Item:

1. Staff set up meeting with City Manager, Finance Dept., and Art Commissioners.
2. Request 2025 Admission Tax report from Finance Dept.

5.B America 250 Planning Update and 4th of July Event

Staff updated Commission on the America 250 planning and discussed a potential 4th of July Community Picnic in Unity Park to honor county veterans. The picnic will be from 2:00-6:00 pm and cross promote the Cle Elum Fireworks Show. The itinerary would include live music, art in the park, speakers, and be the Creative District event for the year. Staff is looking for help planning the event.

5.C Genevieve Tuck Painting Donation

Staff showed the Commissioners the latest piece in the public art collection, a Genevieve Tuck painting, donated by her foundation. It is a painting of a building in downtown Ellensburg. It will be hung at City Hall.

6. Unfinished Business:

6.A Subcommittee Scope of Work Documents

Scope of Work documents for the subcommittees will need updating for 2026 based on the recent EAC retreat.

Have drafts for two of the five subcommittees: First Friday Art Walk and Awards & Distinctions.

The other three subcommittees are in process.

6.B Arts Commission Applicant: Anne Pflug Discussion

Applicant attending January Arts Commission meeting and commissioners would like to move her application to the interview process.

Action Item: Staff will set up applicant interview.

7. Subcommittee Business:

7.A Project Grant Funding & Advocacy: Jerry/Alex/Staff/Jensen

First Friday Art Walk: Matt/Therese/Jensen/Staff

Discussed two new venues for FFAW

Discussed the need for updating signs for FFAW

City Art/Public Art: Jerry/Alex/Jeff (Matt)

Awards & Distinctions: Jeff/Therese/Alex/Staff

Discussed the upcoming Poet Laureate events

Ellensburg Creative District & Advocacy: Staff/Jeff/Alex/Jensen/Therese

Action Item for all subcommittees:

- Set up subcommittee meetings.
- Review and/or create committee scope of work document.

8. Citizen Comment: No citizen comment given

9. Staff Update/Discussion Items: No staff update beyond previous items

10. Council Representative Update: No report given

11. Adjournment Time: 5:25 pm

3.A

Motion to Approve the February 17, 2026, ETAC Agenda.

Motion to approve the February 17, 2026, ETAC Agenda was made by Committee member Chrisman.

Motion carried 6-0.

4. Approval of Minutes

4.A

Motion to Approve the January 20, 2026, Meeting Minutes.

Motion to approve the January 20, 2026, Meeting Minutes was made by Committee member Blanchard.

Motion carried 6-0.

5. Consent Agenda

5.A

Motion to recommend the City Council approve the PTD1309 Formula Operating Grant Agreement.

5.B

Motion to recommend the City Council approve the Amended Agreement between the City of Ellensburg and Central Washington University.

5.C

Motion to recommend the City Council approve the 2026 WSTIP Risk Grant.

Motion to approve the Consent Agenda was made by Committee Member Hurson.

Motion carried 6-0.

6. Transit Updates

6.A

Special Guest Speakers from the Developmental Disabilities Advisory Committee.

Guest speakers shared their experiences and improvements for the future of Ellensburg Central Transit.

6.B

January 2026 Transit Information.

The January 2026 Transit Information was shared with Committee Members.

7. Transportation Updates

7.A

Capital Improvement Project Update

Staff shared updates for the Mtn. View Ave/Bull Rd/Willow St. Signal project, Vantage Hwy. Shared Use Pathway, 3rd Ave. Shared Use Pathway, Gateway II, the Umptanum and Anderson Roundabout project, and the 2025 Canyon Rd Overlay.

7.B

Grant Application Update.

Grant updates for capital improvement projects were shared with the Committee. Staff is currently preparing a Freight Mobility Strategic Investment board application for the University Way and Water St. intersection improvements.

7.C

Comprehensive Plan Transportation Element Status.

Staff shared an update on the status of the transportation section for the 2026 Comprehensive Plan. The traffic engineering consultant will come to the next meeting to present additional details to ETAC. Committee members asked about consideration of all-way stop control at Water St. and Bender Rd. and at 5th Ave. and Chestnut St.

8. Member Updates

8.A

Open to ETAC Members.

9. Next ETAC Meeting

9.A

March 17th

10. Adjournment

The February 17, 2026, ETAC Meeting was adjourned at 4:19 PM.



CITY OF ELLENSBURG

Minutes of Utility Advisory Committee, Regular Meeting

Date of Meeting

February 19, 2026

Time of Meeting

3:30 PM

Place of Meeting

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

1. Call to Order and Roll Call of Members

Chair Bousson called the meeting to order at 3:31 pm.

Members present: Nancy Lillquist, City Council; Delano Palmer, City Council; Jeff Bousson, CWU; Fred Springsteen, Utility Customer.

Others present in person: Energy Services Director Stanavich, Energy Resources Manager Baker, Gas Engineer Yusi, Finance Officer Bair, Telecom Manager Hiede

Others present remotely via Zoom: members of the public

2. Approval of Agenda

Committee member Palmer moved to approve the agenda as presented. **Motion approved. 4-0**

3. Approval of Minutes

3.A Utility Advisory Committee Meeting 10-16-2025 - Minutes

Committee member Palmer moved to approve the regular meeting minutes as presented. **Motion Approved 4-0**

4. Correspondence and Citizen Comments on Non-Agenda Items

No correspondence or public comments

5. Electric, Natural Gas, and Telecommunications Discussion Items

5.A Low-Income Energy Efficiency Program

Nichole Baker presented the updated terms to the low income energy efficiency program contract. Extension expires on March 1. Scheduled to go to council March 2nd, consent agenda. Committee members Nancy Lillquist and Fred Springsteen requested a copy of the contract and the financial matrix for the committee to review. Nichole Baker discussed the performance of the program in 2025 and predictions of the upcoming year. HopeSource will follow up with a presentation on the program.

Committee member Nancy Lillquist is interested in understanding the state requirements for low-income programs.

6. Energy Services Updates

- 6.A Utility Advisory Committee Report – 2025 Year in Review
Council wants UAC to focus on opportunities for the upcoming year and recruitment of more members.
Committee member Jeff Bousson requested UAC to explore and analyze the impacts of a data center within the City of Ellensburg.
Discussion on how the committee can support council members in understanding the impact of large load customers. Discussed our exposure.
- 6.B Energy Services Updates
Committee member Jeff Bousson asked Director Buddy Stanavich if the city will be participating in CCA auctions. Director Buddy Stanavich stated we were successful in participating in the last APCR auction.
Introduction from new Telecom Business Manager, Kenny Heide.
Committee member Nancy Lillquist asked about the lineman hiring process. Director Buddy Stanavich stated there was an increase in applications for linemen since the union contract negotiation, higher negotiated wages and 4-10 schedule attracted more applicants.

7. Commission Representative Update

- 7.A Selection Committee
- 7.B Expiring Member Terms - Reapplication Process
Committee appointed a three-person committee for selection committee Buddy Stanavish, Jeff Bousson, and Delano Palmer. Nancy Lillquist as an alternate.
Motion approved. 4-0
Megan Bair will schedule an interview for the new applicant and a re-application interview for Fred Springsteen.

8. Adjournment

Darin Yusi announced the Gas utility is working on 6 year system plan.

Meeting adjourned at 4:48pm



Meeting Date: April 6, 2026
City of Ellensburg
City Council Agenda Report

Agenda Subject: Project Acceptance – Bid Call 2024-10 Brick Road Improvements
Submitted by: Josh Mattson, Assistant City Engineer
Department: Public Works

Suggested Motion/Action:
Accept Bid Call 2024-10 as complete.

Background/Summary:

The construction of the Brick Road Improvements project was completed in January 2025. Bid Call 2024-10 consisted of two schedules for the construction of roadway improvements including a sidewalk on both sides of Brick Road from Radio Road north 0.4 miles to the McElroy Park trail. Two additional schedules were added to facilitate utility work during the project. Staff has recently received the necessary project closeout paperwork from the contractor and Council is now being requested to accept the project as complete.

Previous Council Action:

February 7, 2022 Regular Council Meeting - Council adopted Resolution 2022-03 amending the Six-Year Transportation Improvement Plan (TIP) for 2022-2027 renaming the Brick Road Improvements project and showing it with secured grant funding. Council also authorized the Mayor and staff to execute any and all necessary grant paperwork associated with this project.

May 6, 2024 Regular Council Meeting – Council approved the award of the Brick Road Improvements Contract to the lowest responsive bidder, McCann Trucking.

Analysis:

The original contract amount bid for the project was \$1,491,472.46 with the final payment being \$1,395,205.52. Schedules A and B finished below the original contract amount. Additional work was added to the contract with Schedule C, gas utility improvements and Schedule D, water utility improvements.

Schedule A: Brick Road Street Improvements

Installation of 4,000 feet of curb and gutter, installation of 4,000 feet of 5-foot-wide concrete sidewalk, retaining walls, street trees, and signage. Addition of a paved parking lane on one side of the road. Grind and asphalt overlay of the existing road surface in the project area with new pavement markings.

Schedule B: Stormwater Improvements

Installation of biofiltration swales, buffer strips, and stormwater drainage facilities within the

project limits.

Schedule C: Gas Improvements

Additional excavation and backfill work to facilitate gas system improvements on Brick Rd. This schedule was added after award.

Schedule D: Water Improvements

Additional excavation, traffic control, and backfill work to facilitate water system improvements on Brick Rd. This schedule was added after award and included moving a fire hydrant bid item from Schedule A to Schedule D for water improvements.

	Original	Final
Schedule A: Roadway Improvements	\$1,384,385.38	\$1,236,378.52
Schedule B: Stormwater Improvements	\$ 107,087.08	\$ 76,839.28
Schedule C: Gas Improvements	\$ --	\$ 59,005.26
Schedule D: Water Improvements	\$ --	\$ 22,982.46
Total	\$1,491,472.46	\$1,395,205.52

Financial Impact:

This project was completed within the budgeted amount. Sufficient budget exists within each respective utility fund for Schedule C and D improvements.

Budget Adjustment: No

Attachments:

None



Meeting Date: April 6, 2026
City of Ellensburg
City Council Agenda Report

Agenda Subject: Axon Body Worn and In-Car Video Camera Contract
Submitted by: Jim Weed, Captain
Department: Police

Suggested Motion/Action:
Authorize City Manager to sign Axon BWC, In-Car Video, and taser contract.

Background/Summary:
The City's contract with Coban expired 12/31/2025. Staff sought a new agreement with Axon, the only provider of body-worn cameras, in-car video systems, and tasers as well as a back-end software package as a single vendor provider. Adequate budget was adopted by Council on 12/02/2024 for execution in the 2026 budget year.

Previous Council Action:
Year one expenditure authority was included in the 2025/2026 Biennial Budget approved at the December 2, 2024, meeting.

Analysis:
The new \$485,361.39 contract with Axon for provision of body cameras, in-car cameras, and tasers as well as redaction and back-end software has been submitted for approval. The equipment has been delivered and installed as of 01/27/2026.

Financial Impact:
This is a \$485,361.39 five-year agreement with Axon with budgetary approval for year one provided by Council on 12/02/2024. Future year expenditure authority will be proposed for 2027/2028 and 2029/2030 Biennial Budgets.

Budget Adjustment: No

- Attachments:**
1. Axon Master Service Agreement (8.2025)
 2. Axon Signed Quote Q-729488-45915AA (9.19.25)
 3. Axon Invoice INUS409579-1.1.2026

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc. ("**Axon**"), and the Customer listed below or, if no Customer is listed below, the customer on the Quote (as defined below) ("**Customer**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) date of acceptance of the Quote ("**Effective Date**"). Axon and Customer are each a "**Party**" and collectively "**Parties**". This Agreement governs Customer's purchase and use of the Axon Devices and Services detailed in the Quote. It is the intent of the Parties that this Agreement will govern all subsequent purchases by Customer for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Customer shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions.**

- 1.1. "**Axon Cloud Services**" means Axon's web services, including, but not limited to, Axon Evidence, Axon Records, Axon Dispatch, FUSUS services, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.
- 1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.
- 1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Customer's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.
- 1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

- 2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").
- 2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 year term ("**Renewal Term**"). For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. New devices and services may require additional terms. Axon will not authorize new services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. **Payment.** Axon invoices for Axon Devices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Axon invoices for Axon Cloud Services on an upfront annual basis prior to the beginning of the Subscription Term and upon the anniversary of the Subscription Term. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Customer will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Customer will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Customer is responsible for collection and attorneys' fees.

4. **Taxes.** Customer is responsible for sales and other taxes associated with the order unless Customer provides Axon a valid tax exemption certificate.

5. **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Customer upon Axon's delivery to the common carrier. Customer is responsible for any shipping charges in the Quote.

6. **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. **Warranty.**

- 7.1. **Limited Warranty.** Axon warrants that Axon-manufactured Devices, except for TASER devices covered under the TASER Appendix, are free from defects in workmanship and materials for one (1) year from the date of Customer's receipt, except Signal Sidearm which Axon warrants for thirty (30) months from Customer's receipt and Axon-manufactured accessories, which Axon warrants for ninety (90) days from Customer's receipt, respectively, from the date of Customer's receipt. Extended warranties run from the expiration of the one- (1-) year hardware warranty through the extended warranty term purchased.

- 7.2. **Disclaimer.** All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer. If Customer purchases Axon Loki, Customer acknowledges the Loki device is designed for operation in enclosed, controlled environments and must be used in compliance with all applicable laws and safety guidelines. Operation in open or unapproved areas may result in signal interference, loss of control, or damage, and Axon assumes no liability for improper use, including any resulting harm or regulatory violations.
- 7.3. **Claims.** If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.
- 7.3.1. If Customer exchanges an Axon Device or part, the replacement item becomes Customer's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Customer must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.
- 7.4. **Spare Axon Devices.** At Axon's reasonable discretion, Axon may provide Customer a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Customer submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Customer in accordance with shipping terms of this Agreement. Axon assumes no liability or obligation in the event Customer does not utilize Spare Axon Devices for the intended purpose.
- 7.5. **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Customer resells Axon Devices.
- 7.5.1. **To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Customer confirms and agrees that, in deciding whether to sign this Agreement, Customer has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.**
- 7.5.2. **Axon's cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to this Agreement will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the twelve (12) months preceding the claim. Neither Party will be liable for special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.**
- 7.6. **Online Support Platforms.** Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.
- 7.7. **Third-Party Hardware, Software and Services.** Use of hardware, software, or services other than those provided by Axon is governed by the terms, if any, entered into between Customer and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.

- 7.8. **Axon Aid.** Upon mutual agreement between Axon and Customer, Axon may provide certain products and services to Customer, as a charitable donation under the Axon Aid program. In such event, Customer expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Customer agrees not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. Customer expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Customer.
8. **Free Trial.**
- 8.1. **Trial Period and License.** At any time during the Term, Customer and Axon may elect to enter a free trial of Axon Devices and Services new to the Customer for a designated period ("**Trial Period**") as described in a quote issued ("**Trial Quote**"). During the Trial Period, Axon grants Customer a nonexclusive, terminable, non-transferable, license to use new Axon Devices and Services provided for trial to the Customer ("**Trial Products**"). Trial Products may include Axon beta software or firmware which additional terms may be required and included within the Trial Quote. Axon may limit the number of Trial Products Customer receives within the Trial Quote. Axon may supply refurbished Trial Products. ALL FREE TRIAL PRODUCTS INCLUDING, WITHOUT LIMITATION, AXON CLOUD SERVICES, ARE PROVIDED "AS IS" AND TO THE EXTENT NOT PROHIBITED BY LAW, AXON DISCLAIMS ALL LIABILITY REGARDLESS OF THE CLAIM.
- 8.2. **Trial Quote Termination.** Upon at least 10 business days' prior written notice to Axon at any time prior to the end of the Trial Period, Customer may as its sole option, terminate the free Trial Period and underlying Trial Quote associated with the Trial Products for convenience. Customer's rights to the Trial Products will immediately terminate at the end of the Trial Period, and Customer will return any Trial Products hardware to Axon within 10 days after the effective date of such termination or at the end of the Trial Period, excluding used CEW cartridges. If any individual component of the Trial Products is not returned, Axon will invoice Customer the MSRP of the unreturned items. Customer agrees to pay the invoice along with any applicable taxes and shipping. Customer will return the Trial Products to Axon in good working condition, minus normal wear and tear. Axon may charge Customer if there is damage beyond normal wear and tear. Any Customer Content shall be stored and returned pursuant to the Axon Cloud Services Terms of Use Appendix
9. **Statement of Work.** Certain Axon Devices and Services, including, but not limited to, Axon Interview Room, Axon Channel Services, Axon Justice Implementation, FUSUS, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Customer, Axon is only responsible for the performance of Services described in the SOW. Additional services outside of the SOW, Quote, or this Agreement are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. Any applicable SOW is incorporated into this Agreement by reference.
10. **Axon Device Warnings.** See www.axon.com/legal for the most current Axon Device warnings.
11. **Design Changes.** Axon may make design or feature changes to any Axon Device or Service without notifying Customer or making the same change to Axon Devices and Services previously purchased by Customer.
12. **Combined Offerings.** Some offerings in a Quote combine existing and pre-released Axon Devices or Services. Some offerings may not be available at the time of Customer's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to delay of availability or Customer's choice not to utilize any portion of a combined offering.
13. **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
14. **IP Rights.** Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Customer will not cause any Axon proprietary rights to be violated.
15. **IP Indemnification.** Axon will indemnify Customer against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices, Axon Cloud Services or Axon software ("**Axon Products**") infringes or misappropriates the third-party's intellectual property rights. Customer must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Products by Customer or a third-party not approved by Axon; (b) use of Axon Products in combination with hardware or services not approved by Axon; (c) use of Axon Products other

than as permitted in this Agreement; or (d) use of Axon Products that is not the most current software release provided by Axon.

16. **Customer Responsibilities.** Customer is responsible for (a) Customer's use of Axon Devices; (b) Customer or a Customer-authorized user's breach of this Agreement or violation of applicable law; (c) disputes between Customer and a third-party over Customer's use of Axon Devices; (d) secure and sustainable destruction and disposal of Axon Devices at Customer's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.
17. **Termination.**
- 17.1. **For Breach.** A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured thirty (30) days after written notice. If Customer terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
- 1.1. **By Customer.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Customer may terminate this Agreement. Customer will deliver notice of termination under this section as soon as reasonably practicable.
- 1.2. **Effect of Termination.** Upon termination of this Agreement, Customer rights immediately terminate. Customer remains responsible for all fees incurred before the effective date of termination. If Customer purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Customer the difference between the MSRP for Axon Devices procured, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Customer may return Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For multiple Axon Devices that may be combined as a single offering on a Quote, MSRP is the standalone price of all individual components.
18. **Confidentiality. "Confidential Information"** means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Customer receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Customer will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.
19. **General.**
- 19.1. **Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.
- 19.2. **Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, Customer, fiduciary, or employment relationship between the Parties.
- 19.3. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 19.4. **Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 19.5. **Compliance with Laws.** Each Party will comply with all applicable federal, state, and local laws, including without limitation, import and export control laws and regulations as well as firearm regulations and the Gun Control Act of 1968. Customer acknowledges that Axon Devices and Services are subject to U.S. and international export control laws, including the U.S. Export Administration Regulations (EAR) and International Traffic in Arms Regulations (ITAR). Customer represents and warrants that neither it nor any End User is a "Restricted Person," meaning any individual or entity that (1) is subject to U.S. sanctions or trade restrictions, (2) appears on any U.S. government restricted party list, (3) engages in prohibited weapons proliferation activities, or (4) is owned or controlled by, or acting on behalf of, such persons or entities. Customer must promptly notify Axon of any change in status, and Axon may terminate this Agreement if Customer or any End User becomes a Restricted Person or violates export laws.
- 19.6. **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for

purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

- 19.7. **Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 19.8. **Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 19.9. **Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, Customer Responsibilities and any other Sections detailed in the survival sections of the Appendices.
- 19.10. **Governing Law.** The laws of the country, state, province, or municipality where Customer is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 19.11. **Notices.** All notices must be in English. Notices posted on Customer's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Customer shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc. Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.
- 19.12. **Entire Agreement.** This Agreement, the Appendices, including any applicable Appendices not attached herein for the products and services purchased, which are incorporated by reference and located in the Master Purchasing and Services Agreement located at <https://www.axon.com/sales-terms-and-conditions>, Quote and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

AXON:**Axon Enterprise, Inc.**

Signature: _____

Name: _____

Title: _____

Date: _____

CUSTOMER:

Signature: _____

Name: _____

Title: _____

Date: _____

Axon Cloud Services Terms of Use Appendix

1. Definitions.

- 1.1. **"Data Controller"** means the natural or legal person, public authority, or any other body which alone or jointly with others determines the purposes and means of the processing of Personal Data.
- 1.2. **"Data Processor"** means a natural or legal person, public authority or any other body which processes Personal Data on behalf of the Data Controller.
- 1.3. **"Customer Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Customer's tenant, including media or multimedia uploaded into Axon Cloud Services by Customer. Customer Content includes Evidence but excludes Non-Content Data.
- 1.4. **"Evidence"** is media or multimedia uploaded into Axon Evidence as 'evidence' by Customer. Evidence is a subset of Customer Content.
- 1.5. **"End User"** means the natural person subject to Customer's authorized license grant who ultimately uses the Cloud Services as provided under this Agreement. End Users must adhere to the terms of use and are subject to any usage restrictions or limitations specified in this Agreement.
- 1.6. **"Non-Content Data"** is data, configuration, and usage information about Customer's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Customer Content.
- 1.7. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- 1.8. **"Provided Data"** means de-identified, de-personalized, data derived from Customer's TASER energy weapon deployment reports, related TASER energy weapon logs, body-worn camera footage, and incident reports.
- 1.9. **"Subprocessor"** means any third party engaged by the Data Processor to assist in data processing activities that the Data Processor is carrying out on behalf of the Data Controller.
- 1.10. **"Transformed Data"** means the Provided Data used for the purpose of quantitative evaluation of the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

2. **Access.** Upon Axon granting Customer a subscription to Axon Cloud Services, Customer may access and use Axon Cloud Services to store and manage Customer Content. Customer may not exceed the total number of End Users specified in the Quote. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence access granted solely for TASER, Customer may access and use Axon Evidence only to store and manage TASER CEW data ("TASER Data") and Customer may not upload non-TASER Data to Axon Evidence.
3. **Customer Owns Customer Content.** Customer controls and owns all rights, title, and interest in Customer Content. Except as outlined herein, Axon obtains no interest in Customer Content, and Customer Content is not Axon's business records. Customer is solely responsible for uploading, sharing, managing, and deleting Customer Content. Axon will only have access to Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.
4. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Customer Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Customer Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum for its digital evidence or records management systems.
5. **Customer Responsibilities.** Customer is responsible for (a) ensuring Customer owns Customer Content or has the necessary rights to use Customer Content (b) ensuring no Customer Content or Customer End User's use of Customer Content or Axon Cloud Services violates this Agreement or applicable laws; (c) maintaining necessary

computer equipment and Internet connections for use of Axon Cloud Services and (d) verify the accuracy of any auto generated or AI-generated reports. If Customer becomes aware of any violation of this Agreement by an End User, Customer will immediately terminate that End User's access to Axon Cloud Services.

- 5.1 Customer will also maintain the security of End User usernames and passwords and security and access by end users to Customer Content. Customer is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Customer regulation and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. If Customer provides access to unauthorized third-parties, Axon may assess additional fees along with suspending Customer's access. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or Customer Content, or if account information is lost or stolen.
- 5.2 To the extent Customer uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.
6. **Privacy.** Customer's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Customer agrees to allow Axon access to Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.
7. **Axon Body Wi-Fi Positioning.** Axon Body cameras may offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Customer administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Customer chooses to use this service, Axon must also enable the usage of the feature for Customer's Axon Cloud Services tenant. Customer will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Customer's Axon Cloud Services tenant.
8. **Storage.** For Axon Unlimited Device Storage subscriptions, Customer may store unlimited data in Customer's Axon Evidence account only if the Axon Device data is shared to Customer through Axon Evidence from a partner agency using Axon Evidence, or the data originates from Axon Capture or an Axon Device. Axon may charge Customer additional fees for exceeding purchased storage amounts. Axon may place Customer Content that Customer has not viewed or accessed for six (6) months into archival storage. Customer Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.
 - 8.1. **Third-Party Unlimited Storage.** For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon Evidence user license; (ii) is limited to data of the law enforcement Customer that purchased the Third-Party Unlimited Storage and the Axon Evidence End User; (iii) Customer is prohibited from storing data for other customers or law enforcement agencies; and (iv) Customer may only upload and store data that is directly related to (1) the investigation of, or the prosecution or defense of a crime, (2) common law enforcement activities, or (3) any Customer Content created by Axon Devices or Axon Evidence.
 - 8.2. **Location of Storage.** Axon may transfer Customer Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Customer Content. If Customer is located in the United States, Canada, or Australia, Axon will ensure all Customer Content stored in Axon Cloud Services remains in the country where Customer is located. Ownership of Customer Content remains with Customer.
9. **Suspension.** Axon may temporarily suspend Customer's or any End User's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Customer or End User's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees incurred through suspension. Axon will not delete Customer Content because of suspension, except as specified in this Agreement.
10. **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Customer uploads data to Axon Cloud Services. Service Offerings will be subject to the Axon Cloud Services Service Level Agreement, a current version of which is available at <https://www.axon.com/products/axon-evidence/sla>.
11. **Roles of the Parties.** To the extent that Customer is the Data Controller of Personal Data, Axon is its Data Processor. To the extent that Customer is a Data Processor of Personal Data, Axon is its Subprocessor. Notwithstanding the foregoing, to the extent any usage data (including query logs and metadata) and/or operations data (including billing

and support data) in connection with Customer's use of the Services (collectively "Usage and Operations Data") is considered Personal Data, Axon is an independent Data Controller and shall Process such data in accordance with the Agreement and applicable data protection laws to develop, improve, support, and operate its products and services. For the avoidance of doubt, Axon will not disclose any Usage and Operations Data that includes confidential information with a third party except (a) in accordance with the relevant confidentiality provisions in the Agreement, or (b) to the extent the Usage and Operations Data is, in accordance with applicable data protection laws, anonymized, de-identified, and/or aggregated such that it can no longer directly or indirectly identify Customer or any particular individual.

12. **TASER Data Science Program.** Axon will provide a quantitative evaluation on the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

12.1. If Customer purchases the TASER Data Science Program, Customer grants Axon, its affiliates, and assigns an irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Provided Data solely for the purposes of this Agreement and to create Transformed Data. Customer shall own all rights and title to Provided Data. Axon shall own all rights and title to Transformed Data and any derivatives of Transformed Data.

12.2. Axon grants to Customer an irrevocable, perpetual, fully paid, royalty-free, license to use to TASER Data Science report provided to Customer for its own internal purposes. The Data Science report is provided "as is" and without any warranty of any kind.

12.3. In the event Customer seeks Axon's deletion of Provided Data, it may submit a request to privacy@axon.com. Where reasonably capable of doing so, Axon will implement the request but at a minimum will not continue to collect Provided Data from Customer.

13. **Axon Records.** The following terms apply to Axon Records. Customers may purchase Axon Records either as part of an OSP 7 or OSP 10 plan or individually through a Quote.

13.1. Axon Record subscription begins on the later of the (1) start date of the Quote, or (2) the date Axon provisions Axon Records to Customer. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 plan, upon completion of the OSP 7 or OSP 10 Term ("Axon Records Subscription Term").

13.2. An "Update" is a generally available release of Axon Records that Axon makes available from time to time. An "Upgrade" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications. During the Customer's Axon Records Subscription Term Axon will provide Update and Upgrade releases to the Customer on an if-and-when available basis.

13.3. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included as part of the Axon Records Subscription.

13.4. End Users of Axon Records may upload files to entities (incidents, reports, cases, etc.) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Customer exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.

14. **FUSUS.** If Customer purchases a subscription to FUSUS, the following terms apply:

14.1. **License and Storage.** The specific license number(s) and associated data storage terms for FUSUS subscription and Axon Devices shall be set forth in the applicable Quote provided by Axon.

14.2. **Third party Components.** Customer is responsible for use of any internet access devices and/or all third-party hardware, software, services, telecommunication services (including Internet connectivity), or other items used by Customer to access the service ("Third-Party Components") are the sole and exclusive responsibility of Customer, and Axon has no responsibility for such Third-party Components, FUSUS cloud services, or Customer relationships with such third parties. Customer agrees to at all times comply with the lawful terms and conditions of agreements with such third parties. Axon does not represent or warrant that the FUSUS cloud services and the Customer Content are compatible with any specific third-party hardware or software or any other Third-Party Components. Customer is responsible for providing and maintaining an operating environment as reasonably necessary to accommodate and access the FUSUS cloud services.

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- 14.3. **Data Privacy.** Axon may collect, use, transfer, disclose and otherwise process Customer Content in the context of facilitating communication of data with Customer through their use of FUSUS cloud services FUSUS app (iOS or Android interface), complying with legal requirements, monitoring the Customer's use of FUSUS systems, and undertaking data analytics.
15. **Axon Community Request Storage.** If Community Request is included as part of Customer's Quote or combined offering, Customer may store an unlimited amount of data submitted through the public portal ("Portal Content"), within Customer's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.
16. **Performance Auto-Tagging Data.** If Axon Performance is included in Customer's Quote or a combined offering, Axon will store call for service data from Customer's CAD or RMS in order to provide services and features of Axon Performance to Customer.
17. **Axon Cloud Services Restrictions.** Customer and Customer End Users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- 17.1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - 17.2. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
 - 17.3. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 17.4. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - 17.5. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - 17.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
 - 17.7. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.
18. **After Termination.** Axon will not delete Customer Content for ninety (90) days following termination. Axon Cloud Services will not be functional during these ninety (90) days other than the ability to retrieve Customer Content. Customer will not incur additional fees if Customer downloads Customer Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Customer Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Customer Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Customer Content from Axon Cloud Services.
19. **Post-Termination Assistance.** Axon will provide Customer with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Customer Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
20. **U.S. Government Rights.** If Customer is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Customer is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Customer will immediately discontinue use of Axon Cloud Services.
21. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Customer Owns Customer Content, Privacy, Storage, Axon Cloud Services Warranty, Customer Responsibilities and Axon Cloud Services Restrictions.
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AI Technology Appendix

This AI Technology Appendix shall only apply to Customers who license Axon Cloud Services in a Quote that specifically utilizes AI Technology. Unless explicitly defined otherwise, capitalized terms used in this Appendix have the same meaning as those in the Agreement.

1. Definitions.

- 1.1. **AI Technology.** Refers to artificial intelligence functionalities embedded in Axon's Cloud Services, which may include: (a) Enhanced Evidence Management; (b) AI-powered redaction tools; (c) Large Language Model-based tools (e.g., "Draft One" "Policy Chat"); (d) Predictive Analytics for operational insights; or (e) Natural Language Processing (NLP) for text and speech analysis.
- 1.2. **Model Drift.** The degradation of AI model performance due to changes in input data or external conditions, requiring retraining or updates.
- 1.3. **Bias Mitigation.** Strategies and techniques used to identify, measure, and minimize bias in AI Technology.

2. Scope and Usage.

- 2.1. **Integration.** Axon AI Technology is intended to improve public safety, streamline operations, and ensure data accuracy. The AI functionalities will only be used as described in the Agreement or applicable documentation.
- 2.2. **Data Use.** Axon acts as a Data Processor for AI Technology. All inquiries submitted are processed solely to provide accurate responses based on Customer Content submitted. Customer remains the Data Controller of all Customer Content. Axon and Axon's subprocessors do not train their models on Customer Content. Customers who elect to participate in Axon's ACEIP program can enter into custom agreements to assist in product development efforts like AI model training. Even in those cases, Axon operates carefully on redacted data and not on Customer Content.
- 2.3. **Automatic Data Collection.** AI Technology may automatically collect Non-Content Data about user interactions with the service and their devices to enhance the functionality and security of the system. The details collected include, but are not limited to, the following:
 - 2.3.1. **User Engagement and Activity Metrics.** AI Technology may track key engagement statistics, including Daily Active Users (DAUs), Weekly Active Users (WAUs), and Monthly Active Users (MAUs). Additional metrics include new user activations, repeat usage rates, total queries submitted, follow-up query volume, session lengths, retention rates, and user satisfaction ratings (e.g., thumbs up/down feedback).
 - 2.3.2. **Sales and Adoption Tracking.** Axon monitors the number of licenses and agencies purchasing the service, including those in trial phases, fully deploying the service, and conversion rates from trials to paid subscriptions.
 - 2.3.3. **End User inputs.** Axon may process de-identified end-user inputs to the AI Technology, excluding Customer Content or any data that directly or indirectly identifies individuals.

3. Axon Responsibilities.

- 3.1. **Ethical AI Development.** Axon shall: (a) Follow its responsible innovation framework; (b) Engage with the Ethics and Equity Advisory Council (EEAC) for feedback; (c) Conduct testing to minimize bias and ensure reliability; and (d) Implement Bias Mitigation techniques in model development and deployment.
- 3.2. **Security Program.** Axon will maintain a comprehensive information security program, including logical and physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of digital evidence; and security education.
- 3.3. **Transparency.** Axon will provide documentation describing AI functionalities and their intended use and disclose any material limitations, risks, or Model Drift incidents.
- 3.4. **Incident Response.** Axon will promptly address and rectify anomalies in AI functionalities, as outlined in its incident management procedures.
- 3.5. **Compliance.** Axon will ensure compliance with applicable laws, regulations, and standards, including but not limited to the EU AI Act, NIST AI standards, and ISO/IEC 27001.

4. **Customer Responsibilities.**

- 4.1. **Ownership of Customer Content.** Customer controls and owns all rights, title, and interest in Customer Content. Axon obtains no interest in Customer Content and will only access Customer Content for limited purposes as outlined in the Agreement.
- 4.2. **Use of AI Technologies.** Customer must: (a) review AI-generated outputs to ensure accuracy and appropriateness; (b) maintain control over Customer Content shared with AI Technologies (c) comply with applicable laws when using Axon AI Technology and Axon Services; (d) monitor for potential issues with AI outputs, including false positives or negatives; (e) actively opt-in for programs involving data sharing through Axon's ACEIP program; and (f) provide timely feedback on Axon AI Technology performance.
- 4.3. **Restrictions.** AI Technology is not designed for emergencies, and in such cases, users should contact appropriate emergency services directly. Axon disclaims liability for queries containing prohibited content, such as hate, sexual material, or violence, and reserves the right to restrict such usage.

5. **Policy Chat.** This section outlines the specific terms and conditions related to the use of Policy Chat by the Customer. By utilizing Policy Chat, the Customer agrees to comply with the following provisions:

- 5.1. **License and Content Restrictions.** Any uploads beyond 5,000 pages may be limited by Axon. It is the Customer's responsibility to manage uploads to ensure system efficiency and compliance with these terms.
- 5.2. **Data Processing.** Inquiries submitted to Policy Chat are processed solely to provide accurate responses based on existing policy documents provided by the Customer. The Customer remains the Data Controller of all policy content, and Axon's role is strictly limited to facilitating access to this information through Policy Chat.
- 5.3. **Policy Chat Restrictions.** The information provided by Policy Chat is for informational purposes only and is based on the policy documents uploaded by the Customer. **Axon does not guarantee the accuracy, completeness, or timeliness of the information, and disclaims all liability for any reliance placed on such information.** Policy Chat is not a substitute for official policy documents, legal advice, or comprehensive training. Users should consult their supervisors, legal advisors, or official sources for the most accurate and up-to-date policy guidance. Changes to policies may not be reflected immediately, and it is the Customer's responsibility to ensure data integrity by uploading the most current documents and removing outdated versions.

6. **Draft One.** Specifically for Customers who utilize Draft One, Axon may impose usage restrictions if a single user generates more than three hundred (300) reports per month for two or more consecutive months.

7. **Brief One.** Brief One includes automatic summarization of all products that can be transcribed. If Customer subscribes to Brief One, Customer may utilize Brief One with no limit on the number of pieces of evidence or cases. Notwithstanding the foregoing, Axon may limit evidence and case summaries for cases with over one thousand (1000) pieces of evidence or after three hundred (300) cases per End User per month for two (2) consecutive months in a row.

8. **Auto-Transcribe.** This section outlines licensing terms for Customer's subscription of Auto-Transcribe:

- 8.1. **A-La-Carte Minutes.** Upon Axon granting Customer a set number of minutes, Customer may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Customers cannot roll over unused minutes to future Auto-Transcribe terms. Axon may charge Customer additional fees for exceeding the number of purchased minutes. Axon Auto-Transcribe minutes expire one year after being provisioned to Customer by Axon.
- 8.2. **Axon Unlimited Transcribe.** Upon Axon granting Customer an Unlimited Transcribe subscription to Axon Auto-Transcribe, Customer may utilize Axon Auto-Transcribe with no limit on the number of minutes. Unlimited Transcribe includes automatic transcription of all Axon BWC and Axon Capture footage. With regard to Axon Interview Room, Axon Fleet, Axon Community Request, or third-party transcription, transcription must be requested on demand. Notwithstanding the foregoing, Axon may limit usage after 5,000 minutes per user per month for multiple months in a row. Axon will not bill for overages.

9. **Amendments.** Axon reserves the right to amend this Appendix to reflect changes in applicable laws or improvements in AI Technologies. Axon will provide at least 30 days' notice for any substantive changes. Continued use of Axon Devices and Services after the effective date constitutes acceptance of the updated terms.

Axon Customer Experience Improvement Program Appendix

1. **Axon Customer Experience Improvement Program (ACEIP).** The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Customer Content from all of its customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Customer will be a participant in ACEIP Tier 1. If Customer does not want to participate in ACEIP Tier 1, Customer can revoke its consent at any time. If Customer wants to participate in Tier 2, as detailed below, Customer can check the ACEIP Tier 2 box below. If Customer does not want to participate in ACEIP Tier 2, Customer should leave box unchecked. At any time, Customer may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.
2. **ACEIP Tier 1.**
 - 2.1. When Axon uses Customer Content for the ACEIP Purposes, Axon will extract from Customer Content and may store separately copies of certain segments or elements of the Customer Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Customer Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1¹. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Customer from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Customer request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Customer may revoke the consent granted herein to Axon to access and use Customer Content for ACEIP Purposes. Within 30 days of receiving the Customer's request, Axon will no longer access or use Customer Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Customer. In addition, if Axon uses Customer Content for the ACEIP Purposes, upon request, Axon will make available to Customer a list of the specific type of Customer Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Customer Content or ACEIP Content ("**Use Case**"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Customer notice (by updating the list of Use Case at <https://www.axon.com/aceip> and providing Customer with a mechanism to obtain notice of that update or another commercially reasonable method to Customer designated contact) ("**New Use Case**").
 - 2.2. **Expiration of ACEIP Tier 1.** Customer consent granted herein will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Customer's request, Axon will no longer access or use Customer Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to, Customer.
3. **ACEIP Tier 2.** In addition to ACEIP Tier 1, if Customer wants to help further improve Axon's services, Customer may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Customer

¹ For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.



Master Services and Purchasing Agreement

Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed, or de-identified data.

Check this box if Customer wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Customer into ACEIP Tier 2 until Axon and Customer agree to terms in writing providing for such participation in ACEIP Tier 2.

Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

1. **Utilization of Services.** Customer must use professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.
2. **Axon Full Service (Axon Full Service).** Axon Full Service includes advance remote project planning and configuration support and up to four (4) consecutive days of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which on-site services are appropriate. If Customer requires more than four (4) consecutive on-site days, Customer must purchase additional days. Axon Full-Service options include:

<p>System set up and configuration</p> <ul style="list-style-type: none"> • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories and custom roles based on Customer need • Register cameras to Customer domain • Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access • One on-site session included
<p>Dock configuration</p> <ul style="list-style-type: none"> • Work with Customer to decide the ideal location of Docks and set configurations on Dock • Authenticate Dock with Axon Evidence using admin credentials from Customer • On-site assistance, not to include physical mounting of docks
<p>Best practice implementation planning session</p> <ul style="list-style-type: none"> • Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other customers • Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management • Provide referrals of other customers using the Axon camera devices and Axon Evidence • Recommend rollout plan based on review of shift schedules
<p>System Admin and troubleshooting training sessions Step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence</p>
<p>Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations</p>
<p>Evidence sharing training Tailored workflow instruction for Investigative Units on sharing cases and evidence with local prosecuting agencies</p>
<p>Users go-live training and support sessions</p> <ul style="list-style-type: none"> • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
<p>Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide</p>
<p>Post go-live review</p>

3. **Body-Worn Camera Starter Service (Axon Starter).** Axon Starter includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Starter options include:

<p>System set up and configuration (Remote Support)</p> <ul style="list-style-type: none"> • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories & custom roles based on Customer need

<ul style="list-style-type: none"> • Troubleshoot IT issues with Axon Evidence and Dock access
<p>Dock configuration</p> <ul style="list-style-type: none"> • Work with Customer to decide the ideal location of Dock setup and set configurations on Dock • Authenticate Dock with Axon Evidence using "Administrator" credentials from Customer • Does not include physical mounting of docks
<p>Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations</p>
<p>User go-live training and support sessions</p> <ul style="list-style-type: none"> • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
<p>Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide</p>

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual).** Axon Virtual includes all items in the BWC Starter Service Package, except one (1) day of on-site services.
5. **CEW Services Packages.** CEW Services Packages are detailed below:

<p>System set up and configuration</p> <ul style="list-style-type: none"> • Configure Axon Evidence categories & custom roles based on Customer need. • Troubleshoot IT issues with Axon Evidence. • Register users and assign roles in Axon Evidence. • For the CEW Full-Service Package: On-site assistance included • For the CEW Starter Package: Virtual assistance included
<p>Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Customer 4–6 weeks before rollout</p>
<p>Best practice implementation planning session to include:</p> <ul style="list-style-type: none"> • Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other customers • Discuss the importance of entering metadata and best practices for digital data management • Provide referrals to other customers using TASER CEWs and Axon Evidence • For the CEW Full-Service Package: On-site assistance included • For the CEW Starter Package: Virtual assistance included
<p>System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence</p>
<p>Axon Evidence Instructor training</p> <ul style="list-style-type: none"> • Provide training on the Axon Evidence to educate instructors who can support Customer's subsequent Axon Evidence training needs. • For the CEW Full-Service Package: Training for up to 3 individuals at Customer • For the CEW Starter Package: Training for up to 1 individual at Customer
<p>TASER CEW inspection and device assignment Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.</p>
<p>Post go-live review For the CEW Full-Service Package: On-site assistance included. For the CEW Starter Package: Virtual assistance included.</p>

6. **Smart Weapon Transition Service.** The Smart Weapon Transition Service includes:

<p>Archival of CEW Firing Logs Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Customer is replacing with newer Smart Weapon models.</p>
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Return of Old Weapons

Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Customer with a Certificate of Destruction

*Note: CEW Full-Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7. **VR Services Package.** VR Service includes advance remote project planning and configuration support and one (1) day of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which Services are appropriate. The VR Service training options include:

System set up and configuration (Remote Support)

- Instructor-led setup of Axon VR headset content
- Configure Customer settings based on Customer need
- Troubleshoot IT issues with Axon VR headset

Axon instructor training (Train the Trainer)

Training for up to five (5) Customer's in-house instructors who can support Customer's Axon VR CET and SIM training needs after Axon has fulfilled its contracted on-site obligations

Classroom and practical training sessions

Step-by-step explanation and assistance for Customer's configuration of Axon VR CET and SIM functionality, basic operation, and best practices

8. **Axon Air, On-Site Training.** Axon Air, On-Site training includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Air, On-Site training options include:

System set up and configuration (Remote Support)

- Instructor-led setup of Axon Air App (ASDS)
- Configure Customer settings based on Customer need
- Configure drone controller
- Troubleshoot IT issues with Axon Evidence

Axon instructor training (Train the Trainer)

Training for Customer's in-house instructors who can support Customer's Axon Air and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations

Classroom and practical training sessions

Step-by-step explanation and assistance for Customer's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices

9. **Axon Air, Virtual Training.** Axon Air, Virtual training includes all items in the Axon Air, On-Site Training Package, except the practical training session, with the Axon Instructor training for up to four hours virtually.

10. **Signal Sidearm Installation Service.**

- a. **Purchases of 50 SSA units or more:** Axon will provide one (1) day of on-site service and one professional services manager and will provide train the trainer instruction, with direct assistance on the first of each unique holster/mounting type. Customer is responsible for providing a suitable work/training area.
- b. **Purchases of less than 50 SSA units:** Axon will provide a 1-hour virtual instruction session on the basics of installation and device calibration.

11. **Axon Justice Implementation.** Axon Justice Implementation includes advanced remote project planning, configuration support, and training. Axon Justice Implementation includes:

System set up and configuration

- Axon performs discovery to understand and document the Agency's needs.
- Axon collaborates with the Client to configure workflows, permissions, and privileges within Axon Evidence based on the Client's needs.
- Axon will facilitate a workflow discussion with the core admin team.

<p>Disclosures</p> <ul style="list-style-type: none"> Axon enables the Client to share digital evidence to the defense through the following methods as determined by Client and Axon: <ol style="list-style-type: none"> Public Defender Case Sharing Disclosure Portal Download Links
<p>Training</p> <ul style="list-style-type: none"> Agency Trainers. Axon works with the Agency to identify the Agency trainers receiving instruction on the product. Axon provides a training guide that outlines the covered topics, intended audience, facility needs, and duration of the training. Axon will schedule a cadence of remote training sessions as needed, which are not to exceed three (3) 2-hour training sessions for Agency staff. Each session can accommodate up to 20 users and will train them in full system functionality. Training sessions provided by Axon are conducted on consecutive weekdays (Tuesday-Thursday) during normal business hours (9am-6pm with an hour break in between sessions). After the initial training, is responsible for any future training. Axon provides all training materials for successful training. Partner Agencies: Axon will provide Train the Trainer training to the Agency so that it is equipped to train and support their partner agencies. Ensuring the partner agencies are trained to follow the ingestion method is the Agency's responsibility.
<p>Go-Live Plan</p> <ul style="list-style-type: none"> Axon works in partnership with the Agency to build, coordinate, and execute a Go-Live plan to ensure successful system acceptance. Axon coordinates the Go-Live event.
<p>Implementation document packet</p> <ul style="list-style-type: none"> Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
<p>Post go-live review</p>

- Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote, this Appendix, and any applicable SOW. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
- Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Customer travel time by Axon personnel to Customer premises as work hours.
- Access Computer Systems to Perform Services.** Customer authorizes Axon to access relevant Customer computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.
- Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Customer or Axon), Customer must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Customer must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Customer when Axon generally releases it.
- Acceptance.** When Axon completes professional services, Axon will present an acceptance form ("**Acceptance Form**") to Customer. Customer will sign the Acceptance Form acknowledging completion. If Customer reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Customer must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of

delivery of the Acceptance Form, the professional services will be deemed accepted by Customer.

17. **Customer Network**. For work performed by Axon transiting or making use of Customer's network, Customer is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Customer's network from any cause.

Technology Assurance Plan Appendix

If Technology Assurance Plan ("TAP") or a combined offering including TAP is on the Quote, this appendix applies.

1. **TAP Warranty.** The TAP specific warranty is an extended warranty that starts at the end of the one- (1-) year hardware limited warranty.
2. **Officer Safety Plan.** If Customer purchases an Officer Safety Plan ("OSP"), Customer will receive the deliverables detailed in the Quote. Customer must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 or OSP 10 Term.** OSP 7 or OSP 10 begins on the date specified in the Quote ("OSP Term").
4. **TAP Refresh.** If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon Device ("**Device Refresh**") as scheduled in the Quote. If Customer purchased TAP, Axon will provide a Device Refresh that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the Device Refresh will utilize the same accessories or Axon Dock.
5. **TAP Dock Refresh.** If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon Dock as scheduled in the Quote ("**Dock Refresh**"). Accessories associated with any Dock Refreshes are subject to change at Axon discretion. Dock Refreshes will only include a new Axon Dock Bay configuration unless a new Axon Dock core is required for Axon Device compatibility. If Customer originally purchased a single-bay Axon Dock, the Dock Refresh will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Customer originally purchased a multi-bay Axon Dock, the Dock Refresh will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
6. **Refresh Delay.** Axon may ship the Axon Device and Dock Refreshes as scheduled in the Quote without prior confirmation from Customer unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final Axon Device and Dock Refreshes as scheduled in the Quote sixty (60) days before the end of the Subscription Term without prior confirmation from Customer.
7. **Upgrade Change.** If Customer wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Customer must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Customer desires has an MSRP less than the MSRP of the offered Axon Device Refreshes or Dock Refresh, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device.** Within thirty (30) days of receiving a BWC or Dock Refresh, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Customer does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Customer.
9. **Termination.** If TAP or OSP terminates or expires:
 - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
 - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
 - 9.3 Customer must make any missed payments due to the termination before Customer may purchase any future TAP or OSP.

TASER Device Appendix

This TASER Device Appendix applies to Customer's TASER 7, TASER 10, OSP 7, OSP 10, OSP Plus, OSP 7 Plus Premium and OSP 10 Plus Premium purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan.** If the Quote includes "**Duty Cartridge Replenishment Plan**", Customer must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Customer may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
 2. **Training.** If the Quote includes a TASER On Demand Certification subscription, Customer will have on-demand access to TASER Instructor and TASER Master Instructor courses only for the duration of the TASER Subscription Term. Axon will issue a maximum of ten (10) TASER Instructor vouchers and ten (10) TASER Master Instructor vouchers for every thousand TASER Subscriptions purchased. Customer shall utilize vouchers to register for TASER courses at their discretion; however, Customer may incur a fee for cancellations less than 10 business days prior to a course date or failure to appear to a registered course. The voucher has no cash value. Customer cannot exchange voucher for any other Device or Service. Any unused vouchers at the end of the Term will be forfeited. A voucher does not include any travel or other expenses that might be incurred related to attending a course.
 3. **Limited Warranty.**
 - 3.1. "**Deployment**" means use of the TASER weapon resulting in the discharge of the conducted energy weapon ("**CEW**") cartridge probe. For TASER 10 each probe discharged is consider one Deployment and for TASER 7 the dual probe discharged is considered one Deployment.
 - 3.2. **Single User Warranty.** If the TASER Device is assigned and used by a single user, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: (i) one (1) year from the date of Customer's receipt or (ii) 100 Deployments per year or a total of 500 Deployments over 5 years.
 - 3.3. **Pooled User Warranty.** If the TASER Device is assigned and used by multiple users, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: (i) one (1) year from the date of Customer's receipt or (ii) 100 Deployments per year or a total of 500 Deployments over 5 years.
 - 3.4. **Training User Devices.** If the TASER Device is used for training, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: (i) one (1) year from the date of Customer's receipt or (ii) 100 Deployments per year or a total of 500 Deployments over 5 years.
 - 3.5. **CEW Cartridges.** Used CEW cartridges are deemed to have operated properly.
 - 3.6. **Remaining Terms.** The remaining Warranty terms of the Agreement including Disclaimer, Claims, Spare Axon Devices and Limitations shall apply to this TASER Device Appendix
 - 3.7. **Registration.** Prior to use of the TASER Device, Customer must register each TASER Device in TASER Device Axon Evidence tenancy as a single user, pooled or training device. Failure to properly register the TASER Device prior to its use may void the warranty at Axon's sole discretion.
 4. **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period begins upon the expiration of the Limited Warranty. Each additional year of the warranty purchased will be in accordance with the applicable Limited Warranty category above. The maximum warranty period for an individual TASER Device will be five (5) years including the initial Limited Warranty.
 5. **Upgrade Change.** If Customer wants to upgrade TASER Device from the current TASER Device to an upgraded Axon TASER Device that was not available at the time the parties entered into the original Quote, Customer must pay the price difference between the MSRP for the current TASER Device and the MSRP for the upgraded TASER Device. If the model Customer desires has an MSRP less than the MSRP of the offered new TASER Device, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
 6. **Trade-in.** If the Quote contains a discount on CEW-related line items and that discount is contingent upon the trade-in of hardware, Customer must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon within the below prescribed timeline. Customer must ship batteries via ground shipping. Axon will provide Customer with a pre-paid shipping label for the return of the Trade-In Units. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Customer the value of the trade-in credit. Customer may not destroy Trade-In Units and receive a trade-in credit.
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<u>Customer Size</u>	<u>Days to Return from Start Date of TASER 10 Subscription</u>
Less than 100 officers	60 days
100 to 499 officers	90 days
500+ officers	180 days

7. **Customer Warranty.** If Customer is located in the US, Customer warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Customer use pursuant to a law enforcement agency transfer under the Gun Control Act of 1968.
8. **Purchase Order.** To comply with applicable laws and regulations, Customer must provide a purchase order to Axon prior to shipment of TASER 10.
9. **Apollo Grant (US only).** If Customer has received an Apollo Grant from Axon, Customer must pay all fees in the Quote prior to upgrading to any new TASER Device offered by Axon.
10. **Termination.** If payment for TASER Device is more than thirty (30) days past due, Axon may terminate Customer's TASER Device plan by notifying Customer. Upon termination for any reason, then as of the date of termination:
- 10.1. TASER Device extended warranties and access to Training Content will terminate. No refunds will be given.
- 10.2. Customer will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER Device plan.
- 10.3. Axon will invoice Customer the remaining MSRP for TASER Devices received before termination. If terminating for non-appropriation, Axon will not invoice Customer if Customer returns the TASER Device, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within thirty (30) days of the date of termination.

Axon Auto-Tagging Appendix

If Auto-Tagging is included on the Quote, this Appendix applies.

1. **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Customer's Computer-Aided Dispatch ("**CAD**") or Records Management Systems ("**RMS**"). This allows End Users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Customer's CAD or RMS.
2. **Support.** For thirty (30) days after completing Auto-Tagging Services, Axon will provide up to five (5) hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, if Customer maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Customer changes its CAD or RMS.
3. **Changes.** Axon is only responsible to perform the Services in this Appendix for Auto-Tagging and any applicable SOW. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.
4. **Customer Responsibilities.** Axon's performance of Auto-Tagging Services requires Customer to:
 - 4.1. Make available relevant systems, including Customer's current CAD or RMS, for assessment by Axon (including remote access if possible);
 - 4.2. Make required modifications, upgrades or alterations to Customer's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
 - 4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Customer safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
 - 4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
 - 4.5. Promptly install and implement any software updates provided by Axon;
 - 4.6. Ensure that all appropriate data backups are performed;
 - 4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;
 - 4.8. Provide Axon with remote access to Customer's Axon Evidence account when required;
 - 4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Customer; and
 - 4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
5. **Access to Systems.** Customer authorizes Axon to access Customer's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify the resources and information Axon expects to use and will provide an initial list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.

Axon ALPR Appendix

If Axon Fleet 2, Axon Fleet 3, or any future generation of Axon Fleet (collectively, “**Axon Fleet**”) or Axon Outpost or Axon Lightpost (collectively all “ALPR Products”) is included on the Quote, this Appendix applies.

1. **Customer Responsibilities.**

- 1.1. Customer must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon ALPR Products as established by Axon during the qualifier call and on-site assessment at Customer and in any technical qualifying questions. If Customer’s representations are inaccurate, the Quote is subject to change.
- 1.2. Customer is responsible for providing a suitable work area for Axon or Axon third-party providers to install Axon ALPR Products into Customer vehicles and/or at designated installation location(s).s Customer is responsible for making available all vehicles for which installation services were purchased and preparing all installation sites, during the agreed upon onsite installation dates, Failure to make vehicles available or prepare installation sites may require an equitable adjustment in fees or schedule

2. **Third-party Installer.** Axon will not be liable for the failure of Axon Fleet, Axon Outpost, or Axon Lightpost hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.

3. **Upgrade.** If Customer has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP) or "Outpost Technology Assurance Plan" (Outpost TAP) or any lightpost extended warranty or refresh, Axon will provide Customer with the same or like model of applicable Axon Devices included in the applicable TAP ("Axon Upgrade") as scheduled on the Quote.

- 3.1. If Customer would like to change models for the Axon Upgrade, Customer must pay the difference between the MSRP for the offered Axon Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Customer is responsible for the removal of previously installed hardware and installation of the Axon Upgrade.
- 3.2. Within thirty (30) days of receiving the Axon Upgrade, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Customer does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Customer.

4. **Axon Fleet Specific Terms.**

- 4.1. **Cradlepoint.** If Customer purchases Cradlepoint hardware, software, or services, Customer will comply with Cradlepoint’s end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Customer requires Cradlepoint support, Customer will contact Cradlepoint directly. By accepting a Quote including Cradlepoint products, Customer designates and authorizes Axon as its partner of record for purposes of Cradlepoint product renewals, support coordination, and other relevant functions. This designation applies to all Cradlepoint products acquired by Customer during the Subscription Term of the applicable Quote whether directly from Cradlepoint, through Axon, or through any third-party vendor or distributor. Axon shall have no liability to Customer or any third party arising out of or relating to Axon’s acts or omissions as the Partner of Record. Customer has the right to opt out of this authorization at any time by providing prior written notification to both Axon and Cradlepoint. Upon such notification, the designation will be removed. This authorization remains effective until formally removed in accordance with this section or as otherwise agreed between the parties in the Agreement.
- 4.2. **Axon Vehicle Software License.** Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "Axon Vehicle Software".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription
- 4.3. **Restrictions.** Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon’s licensors on or within

Axon Vehicle Software.

5. **Axon Outpost Specific Terms.**

5.1. **Outpost License and Permits.** Customers will obtain, maintain all legally required permits, authorizations, and/or licensing in order to place, maintain, and/or remove the Axon Outpost device at the installation location including licenses or permits for fixed installation of poles. If mutually agreed by the parties, Axon or an Axon authorized subcontractor may assist with obtaining the necessary local, state, or Federal approvals before installing Axon Outpost.

5.2. **Installation.** Customer will adhere to the installation requirements as agreed in the Outpost SOW.

6. **Axon Lightpost Specific Terms.**

6.1. **Ubicquia.** If Customer purchases Lightpost hardware and installation services, any warranties for the hardware are provided exclusively by the third-party manufacturer Ubicquia. All hardware-related support or warranty claims must be directed to the respective third-party provider. Axon is not responsible for servicing or replacing hardware. Axon will provide and support software components in accordance with the applicable Quote.

6.2. **Installation.** Installation of Axon Lightpost equipment will be performed by a third-party service provider authorized by Axon. Axon does not directly perform installation services.

6.3. **Power.** Customer agrees to supply a power source, in compliance with Lightpost requirements, at each site where a Lightpost device is installed. The power must be available on a 24-hour, 7 days per week (24/7) basis.

7. **Wireless Offload Server**

7.1 **License Grant.** Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.

7.2 **Restrictions.** Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.

7.3 **Updates.** If Customer purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Customer is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.

7.4 **WOS Support.** Upon request by Axon, Customer will provide Axon with access to Customer's store and forward servers solely for troubleshooting and maintenance.

8. **Acceptance Checklist.** If Axon provides Services to Customer pursuant to any statement of work in connection with Axon ALPR Products, within seven (7) days of the date on which Customer retrieves Customer's vehicle(s) from the Axon installer or Axon Outpost or Axon Lightpost installation is complete, said ALPR Products having been installed and configured with tested and fully and properly operational hardware and software identified above, Customer will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables. In the event Customer does not respond to the Professional Services Acceptance Checklist within seven (7) business days, the installation of the ALPR Products and services shall be deemed accepted.

Axon Respond Appendix

This Axon Respond Appendix applies to Axon Respond, Axon Respond Device Plus, and Device Connectivity if any are included on the Quote.

1. **Axon Respond Subscription Term.** If Customer purchases Axon Respond as part of a combined offering on a Quote, the Axon Respond subscription begins on the later of the (1) start date of that offering within the Quote, or (2) date Axon provisions Axon Respond to Customer. If Customer purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Customer, or (2) first day of the month following the Effective Date. The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.
2. **Scope of Axon Respond.** The scope of Axon Respond is to assist Customer with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Customer uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Customer on upgrading Customer's Axon Respond to better meet Customer's needs.
3. **Axon Body LTE Requirements.** Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Customer utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is available in the United States including U.S. territories. Additional verification will be required for use in select international regions. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Customer's consent.
4. **Axon Fleet LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Customer is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Customer's LTE carrier.
5. **Axon Respond Service Limitations.** Customer acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area, and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.
 - 5.1. With regard to Axon Body, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Customer expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Customer is not a third-party beneficiary of any agreement between Axon and the underlying carrier.
6. **Termination.** Upon termination of this Agreement, or if Customer stops paying for Axon Respond or combined offerings that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.

Axon Virtual Reality Content Terms of Use Appendix

If Virtual Reality is included on the Quote, this Appendix applies.

1. **Term.** The Quote will detail the products and license duration, as applicable, of the goods, services, and software, and contents thereof, provided by Axon to Customer related to virtual reality (collectively, "**Virtual Reality Media**").
2. **Headsets.** Customer may purchase additional virtual reality headsets from Axon. In the event Customer decides to purchase additional virtual reality headsets for use with Virtual Reality Media, Customer must purchase those headsets from Axon.
3. **License Restrictions.** All licenses will immediately terminate if Customer does not comply with any term of this Agreement. If Customer utilizes more users than stated in this Agreement, Customer must purchase additional Virtual Reality Media licenses from Axon. Customer may not use Virtual Reality Media for any purpose other than as expressly permitted by this Agreement. Customer may not:
 - 3.1. modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Media;
 - 3.2. reverse engineer, disassemble, or decompile Virtual Reality Media or apply any process to derive the source code of Virtual Reality Media, or allow others to do the same;
 - 3.3. copy Virtual Reality Media in whole or part, except as expressly permitted in this Agreement;
 - 3.4. use trade secret information contained in Virtual Reality Media;
 - 3.5. resell, rent, loan or sublicense Virtual Reality Media;
 - 3.6. access Virtual Reality Media to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Media; or
 - 3.7. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Media or any copies of Virtual Reality Media.
4. **Privacy.** Customer's use of the Virtual Reality Media is subject to the Axon Virtual Reality Privacy Policy, a current version of which is available at <https://www.axon.com/axonvrprivacypolicy>.
5. **Termination.** Axon may terminate Customer's license immediately for Customer's failure to comply with any of the terms in this Agreement.

Axon Evidence Local Software Appendix

This Appendix applies if Axon Evidence Local is included in the Quote.

1. **License.** Axon owns all executable instructions, images, icons, sound, and text in Axon Evidence Local. All rights are reserved to Axon. Axon grants a non-exclusive, royalty-free, worldwide right and license to use Axon Evidence Local. "Use" means storing, loading, installing, or executing Axon Evidence Local exclusively for data communication with an Axon Device. Customer may use Axon Evidence Local in a networked environment on computers other than the computer it installs Axon Evidence Local on, so long as each execution of Axon Evidence Local is for data communication with an Axon Device. Customer may make copies of Axon Evidence Local for archival purposes only. Customer shall retain all copyright, trademark, and proprietary notices in Axon Evidence Local on all copies or adaptations.
2. **Term.** The Quote will detail the duration of the Axon Evidence Local license, as well as any maintenance. The term will begin upon installation of Axon Evidence Local.
3. **License Restrictions.** All licenses will immediately terminate if Customer does not comply with any term of this Agreement. Customer may not use Axon Evidence Local for any purpose other than as expressly permitted by this Agreement. Customer may not:
 - 3.1. modify, tamper with, repair, or otherwise create derivative works of Axon Evidence Local;
 - 3.2. reverse engineer, disassemble, or decompile Axon Evidence Local or apply any process to derive the source code of Axon Evidence Local, or allow others to do the same;
 - 3.3. access or use Axon Evidence Local to avoid incurring fees or exceeding usage limits or quotas;
 - 3.4. copy Axon Evidence Local in whole or part, except as expressly permitted in this Agreement;
 - 3.5. use trade secret information contained in Axon Evidence Local;
 - 3.6. resell, rent, loan or sublicense Axon Evidence Local;
 - 3.7. access Axon Evidence Local to build a competitive device or service or copy any features, functions, or graphics of Axon Evidence Local; or
 - 3.8. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Evidence Local or any copies of Axon Evidence Local.
4. **Support.** Axon may make available updates and error corrections ("**Updates**") to Axon Evidence Local. Axon will provide Updates electronically via the Internet or media as determined by Axon. Customer is responsible for establishing and maintaining adequate access to the Internet to receive Updates. Customer is responsible for maintaining the computer equipment necessary to use Axon Evidence Local. Axon may provide technical support of a prior release/version of Axon Evidence Local for six (6) months from when Axon made the subsequent release/version available.
5. **Termination.** Axon may terminate Customer's license immediately for Customer's failure to comply with any of the terms in this Agreement. Upon termination, Axon may disable Customer's right to login to Axon Evidence Local.

Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services or a subscription to Axon Cloud Services are included on the Quote.

1. **Definitions.**

- 1.1. **"API Client"** means the software that acts as the interface between Customer's computer and the server, which is already developed or to be developed by Customer.
- 1.2. **"API Interface"** means software implemented by Customer to configure Customer's independent API Client Software to operate in conjunction with the API Service for Customer's authorized Use.
- 1.3. **"Axon Evidence Partner API, API or Axon API"** (collectively **"API Service"**) means Axon's API which provides a programmatic means to access data in Customer's Axon Evidence account or integrate Customer's Axon Evidence account with other systems.
- 1.4. **"Use"** means any operation on Customer's data enabled by the supported API functionality.

2. **Purpose and License.**

- 2.1. Customer may use API Service and data made available through API Service, in connection with an API Client developed by Customer. Axon may monitor Customer's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Customer agrees to not interfere with such monitoring or obscure from Axon Customer's use of API Service. Customer will not use API Service for commercial use.
- 2.2. Axon grants Customer a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Customer's Use in connection with Customer's API Client.
- 2.3. Axon reserves the right to set limitations on Customer's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3. **Configuration.** Customer will work independently to configure Customer's API Client with API Service for Customer's applicable Use. Customer will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Customer will inform Axon promptly of any updates. Upon Customer's registration, Axon will provide documentation outlining API Service information.

4. **Customer Responsibilities.** When using API Service, Customer and its End Users shall not:

- 4.1. use API Service in any way other than as expressly permitted under this Agreement;
- 4.2. use in any way that results in, or could result in, any security breach to Axon;
- 4.3. perform an action with the intent of introducing any virus, worm, defect, Trojan horse, malware, or any item of a destructive nature to Axon Devices and Services;
- 4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;
- 4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;
- 4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;
- 4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;
- 4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;
- 4.9. make available to a third-party, any token, key, password or other login credentials to API Service;
- 4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or
- 4.11. disclose Axon's API manual.

5. **API Content.** All content related to API Service, other than Customer Content or Customer's API Client content, is considered Axon's API Content, including:

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- 5.1. the design, structure and naming of API Service fields in all responses and requests;
 - 5.2. the resources available within API Service for which Customer takes actions on, such as evidence, cases, users, or reports;
 - 5.3. the structure of and relationship of API Service resources; and
 - 5.4. the design of API Service, in any part or as a whole.
6. **Prohibitions on API Content.** Neither Customer nor its End Users will use API content returned from the API Interface to:
- 6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
 - 6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;
 - 6.3. misrepresent the source or ownership; or
 - 6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).
7. **API Updates.** Axon may update or modify the API Service from time to time ("**API Update**"). Customer is required to implement and use the most current version of API Service and to make any applicable changes to Customer's API Client required as a result of such API Update. API Updates may adversely affect how Customer's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Customer to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.

Axon Channel Services Appendix

This Appendix applies if Customer purchases Axon Channel Service, as set forth on the Quote.

1. Definitions.
 - 1.1. **"Axon Digital Evidence Management System"** means Axon Evidence or Axon Evidence Local, as specified in the attached Channel Services Statement of Work.
 - 1.2. **"Active Channel"** means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.
 - 1.3. **"Inactive Channel"** means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.
2. **Scope.** Customer currently has a third-party system or data repository from which Customer desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Customer's third-party data into an Axon Digital Evidence Management System or the transfer of Customer data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work ("**Channel Services SOW**"). Channel Services will not delete any Customer Content. Customer is responsible for verifying all necessary data is migrated correctly and retained per Customer policy.
3. **Changes.** Axon is only responsible to perform the Services described in this Appendix and Channel Services SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
4. **Purpose and Use.** Customer is responsible for verifying Customer has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Customer is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Customer's network and systems to perform the Services described in the Channel Services SOW. Customer is responsible for facilitating this access per all laws and policies applicable to Customer.
5. **Project Management.** Axon will assign a Project Manager to work closely with Customer's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.
6. **Warranty.** Axon warrants that it will perform the Channel Services in a workmanlike manner.
7. **Monitoring.** Axon may monitor Customer's use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Customer agrees not to interfere with such monitoring or obscure from Axon Customer's use of channel services.
8. **Customer's Responsibilities.** Axon's successful performance of the Channel Services requires Customer:
 - 8.1. Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access);
 - 8.2. Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Customer (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Customer premises with laptop personal computers and any other materials needed to perform the Channel Services);
 - 8.3. Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;
 - 8.4. Ensure all appropriate data backups are performed;
 - 8.5. Provide Axon with remote access to the Customer's network and third-party systems when required for Axon to perform the Channel Services;
 - 8.6. Notify Axon of any network or machine maintenance that may impact the performance of the Channel Services; and
 - 8.7. Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators, and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).

Axon Technical Account Manager Appendix

This Appendix applies if Axon Support Engineer services are included in the Quote.

1. **Axon Technical Account Manager Payment.** Axon will invoice for Axon Technical Account Manager ("TAM") services, as outlined in the Quote, when the TAM commences work on-site at Customer.
2. **Full-Time TAM Scope of Services.**
 - 2.1. A Full-Time TAM will work on-site four (4) days per week, unless an alternate schedule or reporting location is mutually agreed upon by Axon and Customer.
 - 2.2. Customer's Axon sales representative and Axon's Customer Success team will work with Customer to define its support needs and ensure the Full-Time TAM has skills to align with those needs. There may be up to a six- (6-) month waiting period before the Full-Time TAM can work on-site, depending upon Customer's needs and availability of a Full-Time TAM.
 - 2.3. The purchase of Full-Time TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Customer, and Customer is current on all payments for the Full-Time TAM Service.
 - 2.4. The Full-Time TAM **Service options are listed below:**

<p>Ongoing System Set-up and Configuration Assisting with assigning cameras and registering docks Maintaining Customer's Axon Evidence account Connecting Customer to "Early Access" programs for new devices</p>
<p>Account Maintenance Conducting on-site training on new features and devices for Customer leadership team(s) Thoroughly documenting issues and workflows and suggesting new workflows to improve the effectiveness of the Axon program Conducting weekly meetings to cover current issues and program status</p>
<p>Data Analysis Providing on-demand Axon usage data to identify trends and insights for improving daily workflows Comparing Customer's Axon usage and trends to peers to establish best practices Proactively monitoring the health of Axon equipment and coordinating returns when needed</p>
<p>Direct Support Providing on-site, Tier 1 and Tier 2 (as defined in Axon's Service Level Agreement) technical support for Axon Devices Proactively monitoring the health of Axon equipment Creating and monitoring RMAs on-site Providing Axon app support Monitoring and testing new firmware and workflows before they are released to Customer's production environment</p>
<p>Customer Advocacy Coordinating bi-annual voice of customer meetings with Axon's Device Management team Recording and tracking Customer feature requests and major bugs</p>

3. **Regional TAM Scope of Services.**
 - 3.1. A Regional TAM will work on-site for three (3) consecutive days per quarter. Customer must schedule the on-site days at least two (2) weeks in advance. The Regional TAM will also be available by phone and email during regular business hours up to eight (8) hours per week.
 - 3.2. There may be up to a six- (6-) month waiting period before Axon assigns a Regional TAM to Customer, depending upon the availability of a Regional TAM.
 - 3.3. The purchase of Regional TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Customer and Customer is current on all payments for the Regional TAM Service.
 - 3.4. The Regional TAM service options are listed below:

Account Maintenance

Conducting remote training on new features and **devices for Customer’s leadership**
 Thoroughly documenting issues and workflows and suggesting new **workflows to improve the effectiveness of the Axon program**
 Conducting weekly conference calls to cover **current issues and program status**
 Visiting Customer quarterly (up to 3 consecutive days) to perform a quarterly business review, discuss Customer's goals for your Axon program, and continue to ensure a successful deployment of Axon Devices

Direct Support

Providing remote, Tier 1 and Tier 2 (As defined Axon's Service Level Agreement) technical support for Axon Devices
 Creating and monitoring RMAs remotely

Data Analysis

Providing quarterly Axon **usage data to identify trends and program efficiency opportunities**
 Comparing **Customer's Axon usage and trends to peers to establish best practices**
 Proactively monitoring the health of Axon equipment and coordinating returns when needed

Customer Advocacy

Coordinating bi-yearly Voice of **Customer meetings with Device Management team**
 Recording and tracking Customer feature requests and major bugs

4. **Out of Scope Services.** The TAM is responsible to perform only the Services described in this Appendix. Any additional Services discussed or implied that are not defined explicitly in this Appendix will be considered out of the scope.
5. **TAM Leave Time.** The TAM will be allowed up to seven (7) days of sick leave and up to fifteen (15) days of vacation time per each calendar year. The TAM will work with Customer to coordinate any time off and will provide Customer with at least two (2) weeks’ notice before utilizing any vacation days.

Axon Investigate Appendix

If the Quote includes Axon's On Prem Video Suite known as Axon Investigate or Third-Party Video Support License, the following appendix shall apply.

1. **License Grant.** Subject to the terms and conditions specified below and upon payment of the applicable fees set forth in the Quote, Axon grants to Customer a nonexclusive, nontransferable license to install, use, and display the Axon Investigate software ("**Software**") solely for its own internal use only and for no other purpose, for the duration of subscription term set forth in the Quote. This Agreement does not grant Customer any right to enhancements or updates, but if such are made available to Customer and obtained by Customer, they shall become part of the Software and governed by the terms of this Agreement.
2. **Third-Party Licenses.** Axon licenses several third-party codecs and applications that are integrated into the Software. Users with an active support contract with Axon are granted access to these additional features. By accepting this agreement, Customer agrees to and understands that an active support contract is required for all of the following features: DNxHD output formats, decoding files via the "fast indexing" method, proprietary file metadata, telephone and email support, and all future updates to the software. If Customer terminates the annual support contract with Axon, the features listed above will be disabled within the Software. It is recommended that users remain on an active support contract to maintain the full functionality of the Software.
3. **Restrictions on Use.** Customer may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Customer may not modify, translate, reverse engineer, reverse compile, decompile, disassemble or create derivative works with respect to the Software, except to the extent applicable laws specifically prohibit such restrictions. Customer may not rent, lease, sublicense, grant a security interest in or otherwise transfer Customer's rights to or to use the Software. Any rights not granted are reserved to Axon.
4. **Title.** Axon and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Software and all changes, modifications, and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist, subject only to the rights and privileges expressly granted by Axon. This Agreement does not provide Customer with title or ownership of the Software, but only a right of limited use.
5. **Copies.** The Software is copyrighted under the laws of the United States and international treaty provisions. Customer may not copy the Software except for backup or archival purposes, and all such copies shall contain all Axon's notices regarding proprietary rights as contained in the Software as originally provided to Customer. If Customer receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Customer to use the copy of media on an additional server.
6. **Actions Required Upon Termination.** Upon termination of the license associated with this Agreement, Customer agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Software that are provided by Axon to Customer ("**Software Documentation**") or return such copies to Axon. Regarding any copies of media containing regular backups of Customer's computer or computer system, Customer agrees not to access such media for the purpose of recovering the Software or online Software Documentation.
7. **Export Controls.** None of the Software, Software Documentation or underlying information may be downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, of the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. Treasury Department's list of Specially Designated Nations, or the U.S. Department of Commerce's Table of Denials.
8. **U.S. Government Restricted Rights.** The Software and Software Documentation are Commercial Computer Software provided with Restricted Rights under Federal Acquisition Regulations and Customer supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. Seq. or 252.211-7015, or subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255.

My90 Terms of Use Appendix

1. Definitions.

- 1.1. **"My90"** means Axon's proprietary platform and methodology to obtain and analyze feedback, and other related offerings, including, without limitation, interactions between My90 and Axon products.
 - 1.2. **"Recipient Contact Information"** means contact information, as applicable, including phone number or email address (if available) of the individual whom Customer would like to obtain feedback.
 - 1.3. **"Customer Data"** means
 - 1.3.1. "My90 Customer Content" which means data, including Recipient Contact Information, provided to My90 directly by Customer or at their direction, or by permitting My90 to access or connect to an information system or similar technology. My90 Customer Content does not include My90 Non-Content Data.
 - 1.3.2. "My90 Non-Content Data" which means data, configuration, and usage information about Customer's My90 tenant, and client software, users, and survey recipients that is Processed (as defined in Section 1.6 of this Appendix) when using My90 or responding to a My90 Survey. My90 Non-Content Data includes data about users and survey recipients captured during account management and customer support activities. My90 Non-Content Data does not include My90 Customer Content.
 - 1.3.3. "Survey Response" which means survey recipients' response to My90 Survey.
 - 1.4. **"My90 Data"** means
 - 1.4.1. "My90 Survey" which means surveys, material(s) or content(s) made available by Axon to Customer and survey recipients within My90.
 - 1.4.2. "Aggregated Survey Response" which means Survey Response that has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to, a particular individual.
 - 1.5. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.
 - 1.6. **"Processing"** means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.
 - 1.7. **"Sensitive Personal Data"** means Personal Data that reveals an individual's health, racial or ethnic origin, sexual orientation, disability, religious or philosophical beliefs, or trade union membership.
2. **Access.** Upon Axon granting Customer a subscription to My90, Customer may access and use My90 to store and manage My90 Customer Content, and applicable My90 Surveys and Aggregated Survey Responses. This Appendix is subject to the Terms and Conditions of Axon's Master Service and Purchasing Agreement or in the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern.
 3. **IP address.** Axon will not store survey respondents' IP address.
 4. **Customer Owns My90 Customer Content.** Customer controls or owns all rights, titles, and interests in My90 Customer Content. Except as outlined herein, Axon obtains no interest in My90 Customer Content, and My90 Customer Content is not Axon's business records. Except as set forth in this Agreement, Customer is responsible for uploading, sharing, managing, and deleting My90 Customer Content. Axon will only have access to My90 Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to My90 Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of My90 and other Axon products.
 5. **Details of the Processing.** The nature and purpose of the Processing under this Appendix are further specified
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in Schedule 1 Details of the Processing, to this Appendix.

6. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Customer Data against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Customer Data including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; security education; and data protection. Axon will not treat Customer Data in accordance with FBI CJIS Security Policy requirements and does not agree to the CJIS Security Addendum for this engagement or any other security or privacy related commitments that have been established between Axon and Customer, such as ISO 27001 certification or SOC 2 Reporting.
7. **Privacy.** Customer use of My90 is subject to the My90 Privacy Policy, a current version of which is available at <https://www.axon.com/legal/my90privacypolicy>. Customer agrees to allow Axon access to My90 Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products including My90 and related services; and (c) enforce this Agreement or policies governing the use of My90 or other Axon products.
8. **Location of Storage.** Axon may transfer Customer Data to third-party subcontractors for Processing. Axon will determine the locations for Processing of Customer Data. For all Customer, Axon will Process and store Customer Data within the country in which Customer is located. Ownership of My90 Customer Content remains with Customer.
9. **Required Disclosures.** Axon will not disclose Customer Data that Customer shares with Axon except as compelled by a court or administrative body or required by any law or regulation. Axon will notify Customer if any disclosure request is received for Customer Data so Customer may file an objection with the court or administrative body, unless prohibited by law.
10. **Data Sharing.** Axon may share data only with entities that control or are controlled by or under common control of Axon, and as described below:
 - 10.1. Axon may share Customer Data with third parties it employs to perform tasks on Axon's behalf to provide products or services to Customer.
 - 10.2. Axon may share Aggregated Survey Response with third parties, such as other Axon customers, local city agencies, private companies, or members of the public that are seeking a way to collect analysis on general policing and community trends. Aggregated Survey Response will not be reasonably capable of being associated with or reasonably linked directly or indirectly to a particular individual.
11. **License and Intellectual Property.** Customer grants Axon, its affiliates, and assignees the irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Customer Data for internal use including but not limited to analysis and creation of derivatives. Axon may not release Customer Data to any third party under this right that is not aggregated and de-identified. Customer acknowledges that Customer will have no intellectual property right in any media, good or service developed or improved by Axon. Customer acknowledges that Axon may make any lawful use of My90 Data and any derivative of Customer Data including, without limitation, the right to monetize, redistribute, make modification of, and make derivatives of the surveys, survey responses and associated data, and Customer will have no intellectual property right in any good, service, media, or other product that uses My90 Data.
12. **Customer Use of Aggregated Survey Response.** Axon will make available to Customer Aggregated Survey Response and rights to use for any Customer purpose.
13. **Data Subject Rights.** Taking into account the nature of the Processing, Axon shall assist Customer by appropriate technical and organizational measures, insofar as this is reasonable, for the fulfilment of Customer's obligation to respond to a Data Subject Request regarding any Personal Data contained within My90 Customer Content. If in regard to My90 Customer Content, Axon receives a Data Subject Request from Customer's data subject to exercise one or more of its rights under applicable Data Protection Law, Axon will redirect the data subject within seventy-two (72) hours, to make its request directly to Customer. Customer will be responsible for responding to any such request.
14. **Assistance with Requests Related to My90 Customer Content.** With regard to the processing of My90 Customer Content, Axon shall, if not prohibited by applicable law, notify Customer without delay after receipt, if Axon: (a) receives a request for information from the Supervisory Authority or any other competent authority regarding My90 Customer Content; (b) receives a complaint or request from a third party regarding the obligations of Customer or Axon under applicable Data Protection Law; or (c) receives any other communication which directly or indirectly pertains to My90 Customer Content or the Processing or protection of My90 Customer Content. Axon

shall not respond to such requests, complaints, or communications, unless Customer has given Axon written instructions to that effect or if such is required under a statutory provision. In the latter case, prior to responding to the request, Axon shall notify Customer of the relevant statutory provision and Axon shall limit its response to what is necessary to comply with the request.

15. **Axon Evidence Partner Sharing.** If Axon Evidence partner sharing is used to share My90 Customer Content, Customer will manage the data sharing partnership with Axon and access to allow only for authorized data sharing with Axon. Customer acknowledges that any applicable audit trail on the original source data will not include activities and processing performed against the instances, copies or clips that has been shared with Axon. Customer also acknowledges that the retention policy from the original source data is not applied to any data shared with Axon. Except as provided herein, data shared with Axon may be retained indefinitely by Axon.
 16. **Data Retention.** Phone numbers provided to Axon directly by Customer or at their direction, or by permitting My90 to access or connect to an information system or similar technology will be retained for twenty-four (24) hours. Axon will not delete Aggregated Survey Response for four (4) years following termination of this Agreement. There will be no functionality of My90 during these four (4) years other than the ability to submit a request to retrieve Aggregated Survey Response. Axon has no obligation to maintain or provide Aggregated Survey Response after these four years and may thereafter, unless legally prohibited, delete all Aggregated Survey Response.
 17. **Termination.** Termination of an My90 Agreement will not result in the removal or modification of previously shared My90 Customer Content or the potential monetization of Survey Response and Aggregated Survey Response.
 18. **Managing Data Shared.** Customer is responsible for:
 - 18.1. Ensuring My90 Customer Content is appropriate for use in My90. This includes, prior to sharing: (a) applying any and all required redactions, clipping, removal of metadata, logs, etc. and (b) coordination with applicable public disclosure officers and related legal teams;
 - 18.2. Ensuring that only My90 Customer Content that is authorized to be shared for the purposes outlined is shared with Axon. Customer will periodically monitor or audit this shared data;
 - 18.3. Using an appropriately secure data transfer mechanism to provide My90 Customer Content to Axon;
 - 18.4. Immediately notify Axon if My90 Customer Content that is not authorized for sharing has been shared. Axon may not be able to immediately retrieve or locate all instances, copies or clips of My90 Customer Content in the event Customer requests to un-share previously shared My90 Customer Content;
 19. **Prior to enrollment in My90.** Prior to enrolling in My90, Customer will:
 - 19.1. determine how to use My90 in accordance with applicable laws and regulations including but not limited to consents, use of info or other legal considerations;
 - 19.2. develop a set of default qualification criteria of what My90 Customer Content may be shared with Axon; and
 - 19.3. assign responsibilities for managing what My90 Customer Content is shared with Axon and educate users on what data may or not be shared with Axon.
 20. **Customer Responsibilities.** Customer is responsible for:
 - 20.1. ensuring no My90 Customer Content or Customer End User's use of My90 Customer Content or My90 violates this Agreement or applicable laws;
 - 20.2. providing, and will continue to provide, all notices and has obtained, and will continue to obtain, all consents and rights necessary under applicable laws for Axon to process Customer Data in accordance with this Agreement; and
 - 20.3. maintaining necessary computer equipment and Internet connections for use of My90. If Customer becomes aware of any violation of this Agreement by an End User, Customer will immediately terminate that End User's access to My90. Customer will also maintain the security of End User's usernames and passwords and security and access by End Users to My90 Customer Content. Customer is responsible for ensuring the configuration and utilization of My90 meets applicable Customer regulations and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or My90 Customer Content or if account information is lost or stolen.
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21. **Suspension.** Axon may temporarily suspend Customer's or any End User's right to access or use any portion or all of My90 immediately upon notice, if Customer or End User's use of or registration for My90 may (a) pose a security risk to Axon products including My90, or any third-party; (b) adversely impact My90, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees, if applicable, incurred through suspension. Axon will not delete My90 Customer Content or Aggregated Survey Response because of suspension, except as specified in this Agreement.
22. **My90 Restrictions.** Customer and Customer End Users, may not, or may not attempt to:
- 22.1. copy, modify, tamper with, repair, or create derivative works of any part of My90;
 - 22.2. reverse engineer, disassemble, or decompile My90 or apply any process to derive any source code included in My90, or allow others to do the same;
 - 22.3. access or use My90 with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 22.4. use trade secret information contained in My90, except as expressly permitted in this Agreement;
 - 22.5. access My90 to build a competitive product or service or copy any features, functions, or graphics of My90;
 - 22.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within My90; or
 - 22.7. use My90 to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.

Schedule 1- Details of the Processing

1. **Nature and Purpose of the Processing.** To help Customer obtain feedback from individuals, such as members of their community, staff, or officers. Features of My90 may include:
 - 1.1. Survey Tool where Customer may create, distribute, and analyze feedback from individuals it designates. Customer may designate members of the community, staff or officers from whom they would like to obtain feedback;
 - 1.2. Creation of custom forms for surveys. Customer may select questions from a list of pre-drafted questions or create their own;
 - 1.3. Distribution of survey via multiple distribution channels such as text message;
 - 1.4. Ability to access and analyze Survey Response. Axon may also provide Customer Aggregated Survey Responses which contain analysis and insights from the Survey Response;
 - 1.5. Direct integration into information systems including Computer Aided Dispatch ("**CAD**"). This will enable Customer to share contact information easily and quickly with Axon of any individuals from whom it wishes to obtain feedback, enabling Axon to communicate directly with these individuals;
 - 1.6. Data Dashboard Beta Test ("**Data Dashboard**") where Survey Response and Aggregated Survey Response will be displayed for Customer use. Customer will be able to analyze, interpret, and share results of the Survey Response. My90 may provide beta versions of the Data Dashboard that are specifically designed for Customer to test before they are publicly available;
 - 1.7. Survey Responses will be aggregated and de-identified and may be subsequently distributed and disclosed through various mediums to: (1) Customer; (2) other Axon Customer; (3) private companies; and (4) members of the public. The purpose of disclosure is to provide ongoing insights and comparisons on general policing and community trends. Prior to disclosing this information, Axon will ensure that the Survey Response has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual; and
 - 1.8. Provide services and materials to engage Customer stakeholders, market the partnership to the public, and facilitate training.

Axon Event Offer Appendix

If the Agreement includes the provision of, or Axon otherwise offers, ticket(s), travel and/or accommodation for select events hosted by Axon ("Axon Event"), the following shall apply:

1. **General.** Subject to the terms and conditions specified below and those in the Agreement, Axon may provide Customer with one or more offers to fund Axon Event ticket(s), travel and/or accommodation for Customer-selected employee(s) to attend one or more Axon Events. By entering into the Agreement, Customer warrants that it is appropriate and permissible for Customer to receive the referenced Axon Event offer(s) based on Customer's understanding of the terms and conditions outlined in this Axon Event Offer Appendix.
2. **Attendee/Employee Selection.** Customer shall have sole and absolute discretion to select the Customer employee(s) eligible to receive the ticket(s), travel and/or accommodation that is the subject of any Axon Event offer(s).
3. **Compliance.** It is the intent of Axon that any and all Axon Event offers comply with all applicable laws, regulations and ethics rules regarding contributions, including gifts and donations. Axon's provision of ticket(s), travel and/or accommodation for the applicable Axon Event to Customer is intended for the use and benefit of Customer in furtherance of its goals, and not the personal use or benefit of any official or employee of Customer. Axon makes this offer without seeking promises or favoritism for Axon in any bidding arrangements. Further, no exclusivity will be expected by either party in consideration for the offer. Axon makes the offer with the understanding that it will not, as a result of such offer, be prohibited from any procurement opportunities or be subject to any reporting requirements. If Customer's local jurisdiction requires Customer to report or disclose the fair market value of the benefits provided by Axon, Customer shall promptly contact Axon to obtain such information, and Axon shall provide the information necessary to facilitate Customer's compliance with such reporting requirements.
4. **Assignability.** Customer may not sell, transfer, or assign Axon Event ticket(s), travel and/or accommodation provided under the Agreement.
5. **Availability.** The provision of all offers of Axon Event ticket(s), travel and/or accommodation is subject to availability of funds and resources. Axon has no obligation to provide Axon Event ticket(s), travel and/or accommodation.
6. **Revocation of Offer.** Axon reserves the right at any time to rescind the offer of Axon Event ticket(s), travel and/or accommodation to Customer if Customer or its selected employees fail to meet the prescribed conditions or if changes in circumstances render the provision of such benefits impractical, inadvisable, or in violation of any applicable laws, regulations, and ethics rules regarding contributions, including gifts and donations.

Axon Training Pod Appendix

1. **Customer Responsibilities.** Customer is responsible for: (i) all permits to use the Axon Training Pod; (ii) complying with all applicable laws pertaining to the use of the Axon Training Pod; (iii) any maintenance required for the Axon Training Pod; and (iv) disposal of the Axon Training Pod.
2. **Warranties.** TO THE EXTENT NOT PROHIBITED BY LAW, AXON TRAINING POD IS SOLD “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
3. **Placement.** Axon will make its best efforts to work with Customer on the initial placement of the Axon Training Pod. After the initial placement, it is the Customer’s responsibility to make any adjustments to the Axon Training Pod’s placement.
4. **Deemed Acceptance.** The Axon Training Pod will be deemed accepted by Customer upon delivery. Customer waives any right to reject the Axon Training Pod except in the event of damage during shipment, which must be reported to Axon in writing within five (5) business days of delivery.

Dedrone Product Appendix

If the Quote includes Dedrone Hardware, Dedrone Software, and/or Airspace Security as a Service (collectively, “Dedrone Products”), this Dedrone Product Appendix shall apply.

1. Definitions.

- 1.1 “**Dedrone Data**” means data that Axon maintains regarding a wide variety of drone models and manufacturers in the marketplace (“DedroneDNA”, formerly “DroneDNA”), as well as usability information that Axon collects regarding the performance of the Dedrone Software and Dedrone Hardware, aggregate or de-identified Collected Data compiled or used by Axon in accordance with Section 4.2, and any other information that Axon makes available to Customer by means of the Dedrone Software
- 1.2 “**Dedrone Hardware**” means the Axon drone detection hardware sensor or mitigation products set forth on a Quote and does not include any Third-Party Hardware.
- 1.3 “**Sensor**” means a radio frequency, video, radar or other hardware sensor for drone detection purchased by Customer from Axon or obtained from any third-party vendor.
- 1.4 “**Dedrone Software**” means (i) Axon’s proprietary drone-tracking software, known as DedroneTracker (formerly DroneTracker), whether deployed on-premise or hosted by Axon as a cloud-based solution, (ii) Axon’s video analytics software (currently known as Analytics Server), and/or (iii) software and/or firmware deployed or installed on the Dedrone Hardware or available for download and installation onto Customer’s Third-Party Hardware.
- 1.5 “**Third-Party Hardware**” means hardware products owned by Customer or purchased by Customer from third parties that are used by Customer in conjunction with the Software.

2. Customer License.

- 2.1 **Software License.** Subject to the terms of this Agreement, Axon grants Customer a royalty-free, nonexclusive, nontransferable, worldwide right during each Quote Term to use the Dedrone Software, including the Dedrone Data and Collected Data, subject to the terms of the Agreement and this Appendix (the “License”). Customer must purchase a License to the Software for each unit of Dedrone Hardware and/or Third-Party Hardware using Dedrone Software. Accordingly, Customer may only use the Software quantity and type of Hardware and/or Third-Party Hardware units specified on the applicable Quote. If Customer purchases additional Licenses during a current Term, the Term of the new License(s) will be pro-rated to terminate at the end of the then-current License Term. Use of the Dedrone Software is subject to the terms of the Agreement between the parties
- 2.2 **Restrictions.** Customer will not: (i) use (or allow a third party to use) the Dedrone Products in order to monitor the availability, security, performance, or functionality of the Dedrone Products, or for any other benchmarking or competitive purposes; (ii) market, sublicense, resell, lease, loan, transfer, or otherwise commercially exploit the Dedrone Products; (iii) modify, create derivative works, decompile, reverse engineer, attempt to gain access to the source code, or copy the Dedrone Products or any of their components; (iv) use the Dedrone Products to conduct any fraudulent, malicious, or illegal activities; or (v) use the Dedrone Products in contravention of any applicable laws or regulations (each of (i) through (v), a “Prohibited Use”).

3. Customer Obligations.

- 3.1 **Compliance.** Customer will use the Dedrone Products only in accordance with applicable specifications (the “Specifications”) and in compliance with all applicable laws, including all applicable export laws and regulations of the United States or any other country. Customer acknowledges that due to the nascent nature of drone detection and mitigation technologies applicable laws and regulations may be changing or emerging over time, and agrees that it is Customer’s responsibility to keep itself aware and remain compliant with the current laws and regulations that may apply, including but not limited to those that may apply to advanced features available at Customer’s option in the Dedrone Software. Customer will ensure that none of the Dedrone Products are directly or indirectly exported, re-exported, or used to provide services in violation of such export laws and regulations. Axon reserves the right to suspend use of any Dedrone Products operating in violation of such laws, following written notice to Customer. If Customer uses a radio jammer, or any other controlled device, in connection with the Dedrone Software, Customer represents to Axon that it is authorized to do so by the relevant authorities, that it will do so only in accordance with such authorization, and it will provide supporting

documentation regarding such authorization upon request. Customer may be required to obtain legal authorization before any purchase or use of hardware sold by third parties. Axon shall not be liable if any government export authorization is delayed, denied, revoked, restricted or not renewed, nor shall any such delay, denial, revocation, restriction or non-renewal shall not constitute a breach of the Agreement by Axon.

3.2 **Computing Environment.** Customer is responsible for the maintenance and security of its own network and computing environment that it uses to host and/or access the DEDRONE Products and for ensuring that any Third-Party Hardware meets the necessary specifications for use with the DEDRONE Software.

4. **Data Protection.**

4.1 **Data.** If Customer licenses DEDRONE Software, as part of its operation, the DEDRONE Software may collect and send to servers owned, operated or controlled by Axon data or other information regarding Customer's use of the DEDRONE Software, which may include (i) information generated by each Sensor deployed by Customer, including information related to the date, time, and duration of the detection of the drone, as well as the locations of the detected drones and remote controls and of the Sensor itself (collectively, "Sensor Data"), and (ii) video recording of the detected drones, including flight path ("Video Data") (Sensor Data and Video Data are collectively referred to as "Collected Data").

4.2 **Use of Collected Data.** Axon has the right to use Collected Data for any purpose, including: (i) improving any DEDRONE Product; (ii) analyzing any DEDRONE Product or the performance of any DEDRONE Product; or (iii) compiling or using aggregate or de-identified Collected Data with other customers, or government and law enforcement entities, with or without compensation. Customer acknowledges that Axon may learn from the performance or use of any DEDRONE Product, and Axon shall have the sole right to exploit any modification, enhancement or improvement of any DEDRONE Product resulting from such learning.

4.3 **User Data.** To the extent Axon uses User login information, including name, email, username, and password (collectively, "User Data") for any purpose other than to provide services to the Customer, such User Data will be deidentified and anonymized, and will not be identified as having come from Customer, except that Axon may disclose User Data where Axon, in good faith, believes that the law or legal process (such as a court order, search warrant or subpoena) requires Axon to do so.

4.4 **Security.** Axon maintains industry standard physical, technical, and administrative safeguards (the "Security Measures") to protect Collected Data.

4.5 **No Access.** Except for User Data, Axon does not (and will not) collect, process, store, or otherwise have access to any personal information, about End Users or users of Customer's products or services.

5. **Ownership.**

5.1 **Axon Property.** Axon owns and retains all rights, title, and interest in and to the DEDRONE Data, Collected Data, the DEDRONE Software, and all intellectual property embodied in the DEDRONE Hardware, if the DEDRONE Hardware is provided by Axon. Except for the limited license granted to Customer in Section 2.1, Axon does not by means of this Agreement or otherwise transfer or license any rights in the DEDRONE Products to Customer, whether by implication, estoppel or otherwise. To the maximum extent permitted by applicable law Customer will take no action inconsistent with Axon intellectual property rights in the DEDRONE Products or any DEDRONE Data.

5.2 **Customer Property.** Customer owns and retains all right, title, and interest in and to the User Data and does not by means of this Agreement or otherwise transfer any rights in the User Data to Axon, except for the limited rights set forth in Section 4.3.

6. **Government Restricted Rights.** To the extent that Customer is an agency or instrumentality of the U.S. government, the parties agree that the DEDRONE Software and documentation are commercial computer software and commercial computer software documentation, respectively, and Customer's rights therein are as specified in this License, per FAR 12.212 and DFARS 227.7202-3, as applicable, or in the case of NASA, subject to NFS 1852.22.

7. **Updates.** The DEDRONE Software may include functionality that allows it to automatically download updates that may be made available by Axon. Customer consents to the installation of such functionality.



Axon Enterprise, Inc.
 17800 N 85th St
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic:(800) 978-2737
 International: +1.800.978.2737

Q-729488-45915AA

Issued: 09/15/2025

Quote Expiration: 09/30/2025

Estimated Contract Start Date: 12/01/2025

Account Number: 107327

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO
Ellensburg Police Dept. - WA 100 N Pearl St Ellensburg, WA 98926-3325 USA	Ellensburg Police Dept. - WA 100 N Pearl St Ellensburg WA 98926-3325 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Alex Aguilar Phone: (253) 389-2615 Email: alaguilar@axon.com Fax:	Jim Weed Phone: (509) 962-7286 Email: weedj@ci.ellensburg.wa.us Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$450,901.80
ESTIMATED TOTAL W/ TAX	\$485,361.39

Discount Summary

Average Savings Per Year	\$42,759.68
TOTAL SAVINGS	\$213,798.42

Payment Summary

Date	Subtotal	Tax	Total
Nov 2025	\$1,000.00	\$76.44	\$1,076.44
Jan 2026	\$89,980.36	\$6,876.63	\$96,856.99
Jan 2027	\$89,980.36	\$6,876.63	\$96,856.99
Jan 2028	\$89,980.36	\$6,876.63	\$96,856.99
Jan 2029	\$89,980.36	\$6,876.63	\$96,856.99
Jan 2030	\$89,980.36	\$6,876.63	\$96,856.99
Total	\$450,901.80	\$34,459.59	\$485,361.39

Quote Unbundled Price: **\$664,720.00**
 Quote List Price: **\$519,717.40**
 Quote Subtotal: **\$450,901.80**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
Fleet3B+TAP	Fleet 3 Basic + TAP	8	60	\$233.42	\$210.15	\$189.14	\$90,787.20	\$6,523.17	\$97,310.37
C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	35	60	\$107.83	\$86.66	\$86.66	\$181,986.00	\$15,335.98	\$197,321.98
B00047	BUNDLE - AXON BODY CAMERA STARTER BUNDLE	35	60	\$95.64	\$53.08	\$53.08	\$111,468.00	\$6,867.64	\$118,335.64
A la Carte Hardware									
H00002	AB4 Multi Bay Dock Bundle	4			\$1,638.90	\$1,638.90	\$6,555.60	\$563.78	\$7,119.38
A la Carte Software									
73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	35	60		\$5.42	\$5.42	\$11,382.00	\$978.85	\$12,360.85
100673	AXON EVIDENCE - ECOM LICENSE - CONVERSION BASIC TO PRO	35	60		\$27.12	\$6.78	\$14,238.00	\$1,224.47	\$15,462.47
73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	35	60		\$10.85	\$10.85	\$22,785.00	\$1,959.50	\$24,744.50
ProLicense	Pro License Bundle	4	60		\$48.82	\$48.75	\$11,700.00	\$1,006.20	\$12,706.20
A la Carte Services									
85144	AXON BODY - PSO - STARTER	1			\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00
20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	1			\$6,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Total							\$450,901.80	\$34,459.59	\$485,361.39

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	4	1	11/01/2025
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	4	1	11/01/2025
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	4	1	11/01/2025
BUNDLE - AXON BODY CAMERA STARTER BUNDLE	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	1	1	11/01/2025
BUNDLE - AXON BODY CAMERA STARTER BUNDLE	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	35	1	11/01/2025
BUNDLE - AXON BODY CAMERA STARTER BUNDLE	100206	AXON BODY 4 - 8 BAY DOCK	5	1	11/01/2025
BUNDLE - AXON BODY CAMERA STARTER BUNDLE	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	39	1	11/01/2025
BUNDLE - AXON BODY CAMERA STARTER BUNDLE	11507	AXON BODY - MOUNT - RAPIDLOCK SINGLE MOLLE	39	1	11/01/2025
BUNDLE - AXON BODY CAMERA STARTER BUNDLE	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	5	1	11/01/2025
BUNDLE - AXON BODY CAMERA STARTER BUNDLE	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	5	1	11/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100126	AXON VR - TACTICAL BAG	1	1	11/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	35	2	11/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	1	2	11/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	1	11/01/2025

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 10 CERTIFICATION STANDARD	100396	AXON TASER 10 - MAGAZINE - INERT RED	1	1	11/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100399	AXON TASER 10 - CARTRIDGE - LIVE	530	1	11/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	250	1	11/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100401	AXON TASER 10 - CARTRIDGE - INERT	20	1	11/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100591	AXON TASER - CLEANING KIT	1	1	11/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	35	1	11/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	1	1	11/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100748	AXON VR - CONTROLLER - TASER 10	1	1	11/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	101122	AXON VR - HOLSTER - T10 SAFARILAND GRAY - RH	1	1	11/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	101455	AXON TASER 10 - REPLACEMENT TOOL KIT - INTERPOSER BUCKET	1	1	11/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	101456	AXON TASER 10 - REPLACEMENT INTERPOSER BUCKET	1	1	11/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	101751	AXON VR - HEADSET - HTC FOCUS VISION	1	1	11/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	1	1	11/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	35	1	11/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	101757	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE V2	3	1	11/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	20018	AXON TASER - BATTERY PACK - TACTICAL	1	1	11/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	20018	AXON TASER - BATTERY PACK - TACTICAL	7	1	11/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	20018	AXON TASER - BATTERY PACK - TACTICAL	35	1	11/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	11/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	11/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	11/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	11/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	11/01/2025
Fleet 3 Basic + TAP	101675	AXON FLEET - ERICSSON CRADLEPOINT R980-5GD-A+5YR NETCLOUD	8	1	11/01/2025
Fleet 3 Basic + TAP	101924	AXON FLEET - TAOGLAS ANT - 7-IN-1 4CELL 2WIFI 1GNSS INT	8	1	11/01/2025
Fleet 3 Basic + TAP	70112	AXON SIGNAL - VEHICLE	8	1	11/01/2025
Fleet 3 Basic + TAP	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	8	1	11/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	180	1	11/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	170	1	11/01/2027
BUNDLE - AXON BODY CAMERA STARTER BUNDLE	73309	AXON BODY - TAP REFRESH 1 - CAMERA	36	1	05/01/2028
BUNDLE - AXON BODY CAMERA STARTER BUNDLE	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	5	1	05/01/2028
BUNDLE - TASER 10 CERTIFICATION STANDARD	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	1	1	05/01/2028
BUNDLE - TASER 10 CERTIFICATION STANDARD	20373	AXON VR - TAP REFRESH 1 - HEADSET	1	1	05/01/2028
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	180	1	11/01/2028
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	170	1	11/01/2029
Fleet 3 Basic + TAP	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	8	1	11/01/2030

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - AXON BODY CAMERA STARTER BUNDLE	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	35	12/01/2025	11/30/2030
BUNDLE - AXON BODY CAMERA STARTER BUNDLE	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	35	12/01/2025	11/30/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	101180	AXON TASER - DATA SCIENCE PROGRAM	35	12/01/2025	11/30/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	101703	AXON VR - USER ACCESS - TASER SKILLS	35	12/01/2025	11/30/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	20248	AXON TASER - EVIDENCE.COM LICENSE	1	12/01/2025	11/30/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	20248	AXON TASER - EVIDENCE.COM LICENSE	35	12/01/2025	11/30/2030
Fleet 3 Basic + TAP	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	8	12/01/2025	11/30/2030
Fleet 3 Basic + TAP	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	16	12/01/2025	11/30/2030

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	12	12/01/2025	11/30/2030
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	4	12/01/2025	11/30/2030
A la Carte	100673	AXON EVIDENCE - ECOM LICENSE - CONVERSION BASIC TO PRO	35	12/01/2025	11/30/2030
A la Carte	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	35	12/01/2025	11/30/2030
A la Carte	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	35	12/01/2025	11/30/2030

Services

Bundle	Item	Description	QTY
BUNDLE - TASER 10 CERTIFICATION STANDARD	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	35
BUNDLE - TASER 10 CERTIFICATION STANDARD	101193	AXON TASER - ON DEMAND CERTIFICATION	35
Fleet 3 Basic + TAP	100738	AXON FLEET 3 - SIM INSERTION - VZW 4FF	8
Fleet 3 Basic + TAP	73391	AXON FLEET 3 - DEPLOYMENT PER VEHICLE - NOT OVERSIZED	8
A la Carte	20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	1
A la Carte	85144	AXON BODY - PSO - STARTER	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - AXON BODY CAMERA STARTER BUNDLE	80464	AXON BODY - TAP WARRANTY - CAMERA	1	11/01/2026	11/30/2030
BUNDLE - AXON BODY CAMERA STARTER BUNDLE	80464	AXON BODY - TAP WARRANTY - CAMERA	35	11/01/2026	11/30/2030
BUNDLE - AXON BODY CAMERA STARTER BUNDLE	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	5	11/01/2026	11/30/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	100197	AXON VR - EXT WARRANTY - HEADSET	1	11/01/2026	11/30/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	1	11/01/2026	11/30/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	35	11/01/2026	11/30/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	101007	AXON VR - EXT WARRANTY - CONTROLLER	1	11/01/2026	11/30/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	35	11/01/2026	11/30/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	1	11/01/2026	11/30/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	7	11/01/2026	11/30/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	11/01/2026	11/30/2030
Fleet 3 Basic + TAP	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	8	11/01/2026	11/30/2030
Fleet 3 Basic + TAP	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	8	11/01/2026	11/30/2030

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	100 N Pearl St	Ellensburg	WA	98926-3325	USA
2	100 N Pearl St	Ellensburg	WA	98926-3325	USA

Payment Details

Nov 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1a	100673	AXON EVIDENCE - ECOM LICENSE - CONVERSION BASIC TO PRO	35	\$31.58	\$2.72	\$34.30
Year 1a	20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Year 1a	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	35	\$25.24	\$2.17	\$27.41
Year 1a	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	35	\$50.53	\$4.35	\$54.88
Year 1a	85144	AXON BODY - PSO - STARTER	1	\$0.00	\$0.00	\$0.00
Year 1a	B00047	BUNDLE - AXON BODY CAMERA STARTER BUNDLE	35	\$247.21	\$15.23	\$262.44
Year 1a	C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	35	\$403.59	\$34.04	\$437.63
Year 1a	Fleet3B+TAP	Fleet 3 Basic + TAP	8	\$201.36	\$14.45	\$215.81
Year 1a	H00002	AB4 Multi Bay Dock Bundle	4	\$14.54	\$1.25	\$15.79
Year 1a	ProLicense	Pro License Bundle	4	\$25.95	\$2.23	\$28.18
Total				\$1,000.00	\$76.44	\$1,076.44

Jan 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1b	100673	AXON EVIDENCE - ECOM LICENSE - CONVERSION BASIC TO PRO	35	\$2,841.28	\$244.35	\$3,085.63
Year 1b	20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Year 1b	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	35	\$2,271.35	\$195.34	\$2,466.69
Year 1b	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	35	\$4,546.89	\$391.03	\$4,937.92
Year 1b	85144	AXON BODY - PSO - STARTER	1	\$0.00	\$0.00	\$0.00
Year 1b	B00047	BUNDLE - AXON BODY CAMERA STARTER BUNDLE	35	\$22,244.17	\$1,370.49	\$23,614.66
Year 1b	C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	35	\$36,316.48	\$3,060.37	\$39,376.85
Year 1b	Fleet3B+TAP	Fleet 3 Basic + TAP	8	\$18,117.17	\$1,301.76	\$19,418.93
Year 1b	H00002	AB4 Multi Bay Dock Bundle	4	\$1,308.21	\$112.50	\$1,420.71
Year 1b	ProLicense	Pro License Bundle	4	\$2,334.81	\$200.79	\$2,535.60
Total				\$89,980.36	\$6,876.63	\$96,856.99

Jan 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100673	AXON EVIDENCE - ECOM LICENSE - CONVERSION BASIC TO PRO	35	\$2,841.28	\$244.35	\$3,085.63
Year 2	20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Year 2	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	35	\$2,271.35	\$195.34	\$2,466.69
Year 2	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	35	\$4,546.89	\$391.03	\$4,937.92
Year 2	85144	AXON BODY - PSO - STARTER	1	\$0.00	\$0.00	\$0.00
Year 2	B00047	BUNDLE - AXON BODY CAMERA STARTER BUNDLE	35	\$22,244.17	\$1,370.49	\$23,614.66
Year 2	C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	35	\$36,316.48	\$3,060.37	\$39,376.85
Year 2	Fleet3B+TAP	Fleet 3 Basic + TAP	8	\$18,117.17	\$1,301.76	\$19,418.93
Year 2	H00002	AB4 Multi Bay Dock Bundle	4	\$1,308.21	\$112.50	\$1,420.71

Jan 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	ProLicense	Pro License Bundle	4	\$2,334.81	\$200.79	\$2,535.60
Total				\$89,980.36	\$6,876.63	\$96,856.99

Jan 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100673	AXON EVIDENCE - ECOM LICENSE - CONVERSION BASIC TO PRO	35	\$2,841.28	\$244.35	\$3,085.63
Year 3	20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Year 3	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	35	\$2,271.35	\$195.34	\$2,466.69
Year 3	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	35	\$4,546.89	\$391.03	\$4,937.92
Year 3	85144	AXON BODY - PSO - STARTER	1	\$0.00	\$0.00	\$0.00
Year 3	B00047	BUNDLE - AXON BODY CAMERA STARTER BUNDLE	35	\$22,244.17	\$1,370.49	\$23,614.66
Year 3	C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	35	\$36,316.48	\$3,060.37	\$39,376.85
Year 3	Fleet3B+TAP	Fleet 3 Basic + TAP	8	\$18,117.17	\$1,301.76	\$19,418.93
Year 3	H00002	AB4 Multi Bay Dock Bundle	4	\$1,308.21	\$112.50	\$1,420.71
Year 3	ProLicense	Pro License Bundle	4	\$2,334.81	\$200.79	\$2,535.60
Total				\$89,980.36	\$6,876.63	\$96,856.99

Jan 2029						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100673	AXON EVIDENCE - ECOM LICENSE - CONVERSION BASIC TO PRO	35	\$2,841.28	\$244.35	\$3,085.63
Year 4	20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Year 4	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	35	\$2,271.35	\$195.34	\$2,466.69
Year 4	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	35	\$4,546.89	\$391.03	\$4,937.92
Year 4	85144	AXON BODY - PSO - STARTER	1	\$0.00	\$0.00	\$0.00
Year 4	B00047	BUNDLE - AXON BODY CAMERA STARTER BUNDLE	35	\$22,244.17	\$1,370.49	\$23,614.66
Year 4	C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	35	\$36,316.48	\$3,060.37	\$39,376.85
Year 4	Fleet3B+TAP	Fleet 3 Basic + TAP	8	\$18,117.17	\$1,301.76	\$19,418.93
Year 4	H00002	AB4 Multi Bay Dock Bundle	4	\$1,308.21	\$112.50	\$1,420.71
Year 4	ProLicense	Pro License Bundle	4	\$2,334.81	\$200.79	\$2,535.60
Total				\$89,980.36	\$6,876.63	\$96,856.99

Jan 2030						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100673	AXON EVIDENCE - ECOM LICENSE - CONVERSION BASIC TO PRO	35	\$2,841.28	\$244.35	\$3,085.63
Year 5	20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Year 5	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	35	\$2,271.35	\$195.32	\$2,466.67
Year 5	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	35	\$4,546.89	\$391.03	\$4,937.92
Year 5	85144	AXON BODY - PSO - STARTER	1	\$0.00	\$0.00	\$0.00
Year 5	B00047	BUNDLE - AXON BODY CAMERA STARTER BUNDLE	35	\$22,244.17	\$1,370.45	\$23,614.62
Year 5	C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	35	\$36,316.48	\$3,060.46	\$39,376.94
Year 5	Fleet3B+TAP	Fleet 3 Basic + TAP	8	\$18,117.17	\$1,301.68	\$19,418.85
Year 5	H00002	AB4 Multi Bay Dock Bundle	4	\$1,308.21	\$112.53	\$1,420.74
Year 5	ProLicense	Pro License Bundle	4	\$2,334.81	\$200.81	\$2,535.62
Total				\$89,980.36	\$6,876.63	\$96,856.99

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signed by:
Captain Jim Weed
C1220CF6DGED409...

2025/09/19

Signature

Date Signed

9/15/2025





Axon Enterprise Inc.
 PO BOX 29661
 DEPARTMENT 2018
 PHOENIX, AZ 85038-9661
 Ph: 1-800-978-2737
arinquiries@axon.com
www.axon.com
 TIN: 86-0741227
 DUNS Number: 832176382
 UEI Number: TBW7MGPYURM7

Invoice

Invoice ID **INUS409579**
 Invoice Account 107327
 Date 01-Jan-26
 Payment Term Net 30 days
 PO/DO #
 Quote # Q-729488,
 Sales Order #
 Terms of Delivery FCA
 Customer Reference Q-729488,

BILL TO

Ellensburg Police Dept. - WA
 100 N Pearl St
 Ellensburg, WA 98926-3325
 USA

SHIP TO

Ellensburg Police Dept. - WA
 100 N Pearl St
 Ellensburg, WA 98926-3325
 USA

Ship to*	Bundled Item Number	Bundled Description	Bundled Quantity	Invoice Plan %	Amount
1	C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	35.00	19.95564%	36,316.48
1	H00002	AB4 Multi Bay Dock Bundle	4.00	19.95564%	1,308.21
1	B00047	BUNDLE - AXON BODY CAMERA STARTER BUNDLE	35.00	19.95564%	22,244.17
1	Elect3B+TAP	Elect 3 Basic + TAP	8.00	19.95564%	18,117.17
1	ProLicense	Pro License Bundle	4.00	19.95564%	2,334.81
Bundled Line Subtotal					80,320.84

Line No.	Ship to*	Item Number	Description	Quantity	Unit Price	Subtotal	Invoice Plan %	Amount
1	1	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE Tax Date 01-Jan-26 Shipment Date:	35.00	651.00	22,785.00	19.95564%	4,546.89
17	1	73449	AXON BODY - LEGACY LICENSE - CONNECTED CAMERA Tax Date 01-Jan-26 Shipment Date:	35.00	325.20	11,382.00	19.95564%	2,271.35

PAYMENT REMITTANCE INFORMATION

For ACH/EFT Payment: (Preferred Method)		For Wire Transfers		For Check Payments Mail To:	For Overnight Check Payments Mail
Account Name	Axon Enterprise, Inc	Beneficiary	Axon Enterprise, Inc	Axon Enterprise, Inc	Axon Enterprise, Inc
Account Number	634912729	Account Number	634912729	PO BOX 29661	JPMorgan Chase (AZ1-2170)
Bank Routing No	122100024	Bank Routing No	021000021	DEPARTMENT 2018	Attn: Axon Enterprises 29661-2018
Reference No	INUS409579	SWIFT Code	CHASUS33	PHOENIX, AZ 85038-9661	2108 E Elliot Rd,
		Reference No	INUS409579	Reference No INUS409579	Tempe, AZ 85283
					Reference No INUS409579

Please reference the invoice number on your ACH, Wire or Check payment and send to AR@axon.com

Invoice

Customer Account Ellensburg Police Dept. - WA
 Invoice Account 107327
 Quote # Q-729488,

Invoice ID INUS409579
 Date 01-Jan-26
 Page 2 of 3

Line No.	Ship to*	Item Number	Description	Quantity	Unit Price	Subtotal	Invoice Plan %	Amount
81	1	100673	AXON EVIDENCE - CONVERSION - BASIC TO PRO Tax Date 01-Jan-26 Shipment Date:	35.00	406.80	14,238.00	19.95564%	2,841.28
Item Line Subtotal								9,659.52

Sales Amount	89,980.36
Misc. Charge	0.00
Discount	0.00
Sales Tax	6,939.49
Total	96,919.85
Credit Amount(s) Applied	0.00
Amount Received	0.00
BALANCE DUE	USD 96,919.85

Payment Due 31-Jan-26

Invoice

Customer Account Ellensburg Police Dept. - WA
Invoice Account 107327
Quote # Q-729488,

Invoice ID INUS409579
Date 01-Jan-26
Page 3 of 3

***Tax Note**

Ship-to-address Legend*

1 Ellensburg Police Dept. - WA
 100 N Pearl St
 Ellensburg, WA 98926-3325
 USA



Meeting Date: April 6, 2026
City of Ellensburg
City Council Agenda Report

Agenda Subject: NOANET Inter Local Agreement Amendment 3
Submitted by: Kenneth Heide, Telecom Business Manager
Department: Energy Services

Suggested Motion/Action:

Authorize the City Manager to execute Amendment 3 to the Interlocal Agreement between the City Of Ellensburg and the Northwest Open Access Network (NOANET).

Background/Summary:

The City of Ellensburg and NOANET, a nonprofit mutual corporation formed by Public Utility Districts in Washington State, entered into an Interlocal Agreement on December 20, 2021. This agreement enables collaboration to support the City's telecommunications utility services, including construction, operation, and maintenance of telecom facilities. NOANET's mission focuses on delivering high-speed telecommunications to unserved and underserved communities.

This agreement has been amended twice previously: Amendment 1 on October 21st, 2022, and Amendment 2 on April 15th, 2024. These amendments supported ongoing efforts between NOANET and the City, including the City's fiber optic network expansion project funded by NTIA BIP to the City Wells.

Amendment 3, extends the performance period of the agreement and replaces the rate sheet from Amendment 2 with new Exhibit A3. This ensures continued assistance from NOANET for the City's telecommunications programs, including engineering, permitting, project management, and construction management services on a time-and-material basis.

Previous Council Action:

The Utility Advisory Committee (UAC) forwarded a favorable recommendation to City Council at their March 16, 2026, meeting.

Analysis:

Amendment 3 primarily serves to extend the agreement's performance period through December 31, 2026, with provisions for annual renewals via written amendment thereafter, unless terminated per section 11 of the original agreement. It also updates Section 4 (Compensation) to reference a new fee schedule in Exhibit A3, effective January 1, 2026, replacing the rate sheet from Amendment 2.

Financial Impact:

This agreement is on a time-and-material basis per the updated Exhibit A3 fee schedule, with

no fixed or upfront costs. Expenses will be incurred based on actual services utilized for telecommunications projects.

Budget Adjustment: No

Attachments:

1. City of Ellensburg A171751-06-NOANET-Interlocal Agreement-Amendment 3-v1 (003)

AMENDMENT 3 TO THE INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF ELLENSBURG AND THE NORTHWEST OPEN ACCESS NETWORK

This AMENDMENT 3 to the Interlocal Cooperation Agreement effective December 20, 2021 (“Agreement”) is made and entered into effective the 16th day of March, 2026 between the City of Ellensburg (“City”), a Washington municipal corporation, and Northwest Open Access Network (“NOANET”), a nonprofit mutual corporation of the state of Washington. The City and NOANET are sometimes referred to herein collectively as “Parties.”

RECITALS

WHEREAS, the Washington Interlocal Cooperation Act, Chapter 39.34 of the Revised Code of Washington (“RCW”), permits public entities to cooperate with one another on the basis of mutual advantage to make the most efficient use of their powers, thereby providing services and facilities in a manner that accords best with geographic, economic, population, and other factors influencing the needs and development of local communities, and allows public agencies to enter into agreements with one another for joint cooperative action; and

WHEREAS, NOANET is a Washington nonprofit mutual cooperation formed by Public Utility Districts in the State of Washington with the mission to bring high-speed telecommunications services to unserved and underserved communities; and

WHEREAS, the City has the authority to construct, purchase, acquire, develop, finance, lease, license, handle, provide, add to, contract for, interconnect, alter, improve, repair, operate, and maintain any telecommunications facilities within or without the City's limits; and

WHEREAS, on December 20, 2021, the Parties entered into an Interlocal Cooperation Agreement for cooperative services to support telecommunications services; and on October 21, 2022, the Parties entered into Amendment 1 to the Interlocal Cooperation Agreement; and on April 15, 2024, the Parties entered into Amendment 2 to the Interlocal Cooperation Agreement; and

WHEREAS, NOANET desires to assist the City with all programs possible to support the City's telecommunications efforts, including the City's expansion project for its fiberoptic network funded through a grant from the U.S. Department of Commerce - National Telecommunications and Information Administration's (“NTIA”) Broadband Infrastructure Program (“BIP”), hereafter referred to as “the Project”; and the Scope of Work Tasks (the “Services”); and

WHEREAS, NOANET and the City desire to extend the original agreement performance period and replace the Rate Sheet section of Amendment 2, Exhibit A;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties hereby agree as follows:

AMENDMENT 3

A. Section 1 of the Agreement is hereby amended as follows:

3. **Period of Performance.** Performance of Services shall commence upon execution of this Agreement by the Parties and continue until December 31, 2026. Thereafter, this Agreement may renew annually on January 1st, upon written amendment signed by the Parties, unless terminated by either party as provided in Section 11, Termination, of the original Agreement.

B. Section 4 of the Agreement is hereby amended as follows:

4. **Compensation.** The City shall pay NOANET for the Services on a time and material bases according to the fee schedule identified in this Amendment 3, Exhibit A3. The fee schedule may be updated only by written amendment signed by both the Parties .

C. Except as specifically amended herein, all other terms and conditions of the Agreement remain in full force and effect.

City of Ellensburg

NoaNet



By: _____
Heidi Behrends Cerniwey
City Manager

By: _____
Craig Nelsen
Chief Executive Officer

EXHIBIT "A3"

NoaNet Affiliate Rate Sheet

Effective Jan 1, 2026

Engineering, Permitting and Project Management:

	Per Hour
Director	\$264.00
Sr. Manager / Sr. Engineer	\$236.00
Manager / Engineer	\$180.00
Field Engineer / Designer	\$162.00
Project Manager / Consultant	\$171.00
Sr. Specialist	\$188.00
Sr. RoW Agent	\$188.00
Environmental Agent / Biologist	\$188.00
Administrative Support/ Coordinator	\$97.00
Field / GIS Drafter Technician	\$116.00
Field / GIS Drafter Analyst	\$87.00

Construction Management:

	Per Hour
Foreman	\$175.00
Resident	\$155.00
Inspector	\$125.00

Reimbursables:

Permit and Application Expenses	Cost plus 10%
Per Diem (daily)	\$175.00
Hotel (\$200 cap)	Cost plus 10%
Airline Flight	Cost plus 10%
Car Rental	Cost plus 10%
Material Fees	Cost plus 10%
Mileage	Included in Per Diem

Unit Fees:

Feasibility FTTx Design Services, per location		\$4.85
Utility Pole Data Collection & Application to 10 poles	1	\$205.00
Utility Pole Data Collection & Application to 100 poles	11	\$175.00
Field, Engineer, Design, Prints up to 2500 ft		\$2,710.00
Field, Engineer, Design, Prints 2501 ft -5000 ft		\$1.10
Field, Engineer, Design, Prints 5001 ft-25000 ft		\$0.95
Easement and Consent Acquisition		\$2,500.00
City / County RoW Permits		\$725.00
WSDOT Permit / Crossing		\$1,800.00
Railroad Utility Crossing Permits		\$2,400.00



Meeting Date: April 6, 2026
City of Ellensburg
City Council Agenda Report

Agenda Subject: Construction Agreement between WinCo Foods, LLC and the City of Ellensburg
Submitted by: Buddy Stanavich , Energy Services Director
Department: Energy Services

Suggested Motion/Action:
Authorize the City Manager to sign the Construction Agreement between WinCo Foods, LLC and the City of Ellensburg, as attached or in substantially similar form.

Background/Summary:
Winco Foods, LLC seeks to secure retail electric service from the City as needed to construct, operate, and maintain their facility. In order to provide retail electric service to the facility, the City will have to construct certain system upgrades to its facilities, and make other upgrades to its electric system. A Memorandum of Understanding (MOU) between WinCo Foods, LLC and the City of Ellensburg was developed and executed to outline the terms of certain definitive agreements (e.g. this Construction Agreement), pursuant to which the City would establish and provide retail electric service as needed by the facility.

Previous Council Action:
None

Analysis:
Winco Foods, LLC has requested to interconnect their new distribution facility to the City's Dolarway Substation. The distribution facility is anticipated to require up to 12.3 megawatts ("MW") of electric energy and capacity, with up to 2.2 MW of electric energy and capacity on Feeder No. 1 and up to 10.1 MW of electric energy and capacity on to-be-constructed Feeder No. 7. A Construction Agreement between WinCo Foods, LLC and the City of Ellensburg (in substantially similar form) was developed for the purposes of initiating, funding, and completing the project work required to provide electric service to the Facility.

Financial Impact:
Winco Foods, LLC will be responsible for the payment of all the City's internal and external costs incurred to complete the project work. Based upon the estimated initial expenses, WinCo Foods, LLC will pay to the City an initial payment in the amount of \$2,364,000. Additionally, Winco Foods, LLC shall furnish a surety bond, in the amount of 30% of the estimated project costs, securing the full and faithful performance of Winco Foods, LLC's payment obligations for all project costs under this agreement.

Budget Adjustment: No

Attachments:

1. WinCo Construction Agreement - Final Draft

CONSTRUCTION AGREEMENT

This Construction Agreement (“**Agreement**”) is made by and between the City of Ellensburg, Washington (“**City**”), and WinCo Foods, LLC, a Delaware limited liability company doing business in the State of Washington (“**Customer**”). The City and Customer may be referred to herein each individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

- A. The City owns and operates an electric system through which it provides retail electric service to all customers located within its service territory.
- B. The City owns and operates an electric substation known as the Dolarway Substation (“**Dolarway Substation**”).
- C. Customer has requested to interconnect a new facility to be owned and operated by Customer (“**Facility**”) to Dolarway Substation, which Facility is anticipated to require up to 12.3 megawatts (“**MW**”) of electric energy and capacity (“**Customer’s Requested Load**”), with up to 2.2 MW of electric energy and capacity on Feeder No. 1 and up to 10.1 MW of electric energy and capacity on to-be-constructed Feeder No. 7.
- D. In order to provide electric service to the Facility, the City must construct certain City interconnection and transmission facilities.
- E. The Parties have entered into a separate Memorandum of Understanding dated **October 15, 2025 (“MOU”)**, which identifies a series of Definitive Agreements that are needed for the City to provide electric service to the Facility. One of those Definitive Agreements is this Construction Agreement.
- F. The Parties desire to enter into this Agreement for the purposes of initiating, funding, and completing the Project Work required to provide electric service to the Facility.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and provisions contained herein, the mutual benefits to be derived therefrom, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

- 1. **Definitions.** Capitalized terms used in this Agreement shall have the meanings set forth in this Section and where a term is expressly defined in the body of the Agreement.
 - a. **Applicable Laws** means all duly promulgated and applicable federal, state, and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any Governmental Authority, including City construction standards.

- b. **Business Day** means any weekday, Monday through Friday, excluding Federal Reserve Holidays.
- c. **City Interconnection Facilities** means all facilities and equipment owned, controlled, or operated by the City that are located at the Point of Interconnection and that are physically connected to Customer Interconnection Facilities.
- d. **Customer Interconnection Facilities** means all Customer-owned facilities and equipment that are located at the Point of Interconnection and that are physically connected to City Interconnection Facilities.
- e. **Good Utility Practice** means any of the practices, methods, and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods, and acts that, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety, and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.
- f. **Governmental Authority** means any federal, state, local, or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the Parties, their respective facilities, or the respective services they provide and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power.
- g. **Interconnection Facilities** means, collectively, all Customer Interconnection Facilities and City Interconnection Facilities.
- h. **Point of Interconnection** means that point at which the City Interconnection Facilities connect to Customer Interconnection Facilities, as shown in the one-line diagram in **Exhibit A** to this Agreement.
- i. **Project Work** means the design, engineering, construction, and testing of the City Interconnection Facilities and System Upgrades.
- j. **System Upgrades** means all modifications, additions, or upgrades to the City's electric transmission and distribution system, other than Interconnection Facilities, that are necessary to serve Customer's Requested Load at the Facility.

2. Effective Date; Term; Termination.

- a. **Term.** This Agreement will be effective upon execution by both Parties (“**Effective Date**”) and will remain in effect until the earlier of: (i) completion of all Project Work

under this Agreement; (ii) the effective date of termination identified by Customer pursuant to Section 2(b) below; or (iii) the effective date of termination identified by the City pursuant to Section 3(b) below.

- b. **Termination by Customer.** Customer may terminate this Agreement upon written notice to the City, which notice will state a termination date no less than 10 Business Days after the date of such written notice. In the event of such termination, the City shall take commercially reasonable efforts to promptly stop the Project Work and minimize any financial obligations related to the terminated Project Work. The City will return to Customer any balance remaining from funds advanced by Customer, but only upon the City's determination that all incurred Project Costs have been paid. Customer's obligation to ensure payment of all Project Costs incurred by the City hereunder shall survive termination of this Agreement.

3. Project Work.

- a. **Performance of Project Work.** The City shall be responsible for the Project Work as described in greater detail in **Exhibit B** hereto. The City shall commence the Project Work as soon as practicable following Customer's payment of the Initial Payment as set forth in Section 4(b) below.
- b. **Material Changes to Project Work.** If Customer's plans for its Facility or Customer's Requested Load materially change from those described in Exhibit A of the MOU, the City may suspend any Project Work and require additional studies or analyses to determine whether additional City Interconnection Facilities, System Upgrades, or other improvements are required. If, after good-faith consultation with Customer, the City reasonably determines that such changes cannot be accommodated under this Agreement, the City may terminate this Agreement by providing written notice to Customer. In the event of such termination, the City shall take commercially reasonable efforts to promptly stop the Project Work and minimize any financial obligations related to the terminated Project Work. The City will return to Customer any balance remaining from funds advanced by Customer, but only upon the City's determination that all incurred Project Costs have been paid. Customer's obligation to ensure payment of all Project Costs incurred by the City hereunder shall survive termination of this Agreement.
- c. **Customer Interconnection Facilities.** Customer shall be solely responsible for designing, engineering, procuring, permitting, constructing, and testing the Customer Interconnection Facilities. Customer shall design and operate the Customer Interconnection Facilities so as not to cause adverse operating characteristics on the City's electric system. Customer shall be solely responsible for owning, operating, maintaining, and replacing Customer Interconnection Facilities.
- d. **Standard of Work.** All work performed pursuant to this Agreement by either Party or their agents, contractors, and subcontractors, shall be performed in a good and workmanlike manner and in accordance with Good Utility Practice and Applicable Laws.

- e. **Inspection.** Customer may, at its discretion, inspect the City’s construction work in progress being undertaken pursuant to this Agreement upon reasonable advance notice to, and with supervision by, the City. The City may inspect Customer’s construction of Customer Interconnection Facilities upon reasonable notice to, and with supervision by, Customer. Upon request, each Party will provide the other with a schedule of specific construction activities to allow inspection coordination.
- f. **Testing.** The City shall be responsible for testing the City Interconnection Facilities and System Upgrades prior to energization to ensure their safe and reliable operation.

4. Project Costs.

- a. **Customer Cost Responsibility.** Customer shall be responsible for payment of all of the City’s internal and external costs incurred to complete the Project Work, including all direct costs plus applicable overheads (collectively “**Project Costs**”). Project Costs include, but are not limited to: costs of third-party engineers and contractors to perform the Project Work, including all labor, equipment, materials, and change orders; internal City staff costs related to the Project Work; costs of right-of-way acquisition; environmental planning and studies; contract development; and legal fees and costs. Project Costs include all taxes incurred by the City related to such Project Costs, calculated on a fully grossed-up basis.
- b. **Initial Payment.** Within 10 Business Days following the Effective Date, Customer shall pay to the City an initial payment in the amount of **\$2,364,000** (the “**Initial Payment**”).
- c. **Additional Payments.** If, during the term of this Agreement, the City reasonably anticipates that the total Project Costs will exceed the Initial Payment, then the City may, by written notice to Customer, require additional funds sufficient to pay for such additional estimated Project Costs (“**Additional Payments**”). Customer shall pay such Additional Payments within 15 Business Days following receipt of written request by the City. If the Customer declines to make any Additional Payments when requested by the City, then the City may suspend its performance and stop all Project Work under this Agreement until such Additional Payments are made.
- d. **True-Up of Actual Costs.** Following completion of all Project Work to be undertaken by the City pursuant to this Agreement, the City shall calculate its actual costs for such completed Project Work. The City will provide a written copy of the calculation to Customer. If the actual costs exceed the sum of the Initial Payment and any Additional Payments made by Customer, then the City shall invoice Customer for the difference. Customer will have 20 Business Days after receiving such invoice to make payment. If the sum of the Initial Payment and any Additional Payments made by Customer under this Agreement exceeds the actual costs, then the City shall refund the difference to Customer within 20 Business Days of its final true-up calculation. The City may

decline to energize or interconnect the Facility until Customer has satisfied all of its payment obligations under this Agreement.

- e. **Method of Payment.** All payments required to be made by one Party to the other under this Agreement shall be made by ACH transfer or by such other means as may be mutually agreed in writing by the Parties.

5. Surety Bond.

- a. **Requirement to Provide Bond.** As a condition precedent to City's obligation to perform the Project Work, Customer shall furnish to City a surety bond (the "**Bond**") securing the full and faithful performance of Customer's payment obligations for all Project Costs under this Agreement.
- b. **Bond Amount.** The Bond shall be in a penal sum equal to 30% of the estimated Project Costs as determined by the City (the "**Estimated Cost**"). The City may adjust the required Bond amount upon any material revision to the Estimated Cost, and Customer shall provide a rider or replacement Bond reflecting such adjustment within 10 days of written notice.
- c. **Form and Surety Requirements.** At all times under this Agreement, the Bond must:
 - i. Be maintained by a surety that (a) has long-term, unsecured debt ratings of not less than A- or A3 as applicable, issued by at least one of S&P or Moody's; and (b) is qualified by the U.S. Department of Treasury as a Certified Surety;
 - ii. Be unconditional, irrevocable, and in a form acceptable to the City;
 - iii. Be payable within 5 Business Days upon receipt of demand, and without investigation, proof, condition, delay or requirement to present the original surety bond;
 - iv. Provide that the surety waives all defenses, setoffs, counterclaims, and rights or notice or cure, other than payment in full of the demanded amount or expiration of the bond by its express terms, including any defenses based on (a) lack of default by the Customer, (b) disputes between the Customer and the City, (c) amendments to or termination of this Agreement, or (d) the City's enforcement or failure to enforce remedies against the Customer or any other party;
 - v. Allow for multiple draws; and
 - vi. Name the City as the sole obligee.
- d. **Duration.** The Bond shall remain in full force and effect until (i) Customer has paid in full all amounts due to City under this Agreement, and (ii) City has provided written confirmation that the Bond may be released. The Bond shall not expire earlier without

at least 60 days' prior written notice to City. No expiration or termination of the Bond shall relieve the surety of liability for obligations arising prior to the effective date of such expiration or termination.

- e. **Draw on Bond.** In the event Customer fails to timely pay any amount due under this Agreement and such failure continues for 5 Business Days after written notice from the City specifying the payment default, the City may draw upon the Bond for the unpaid amount, together with any interest, costs of collection, and attorneys' fees permitted under this Agreement. City's rights under the Bond are cumulative and in addition to any other remedies available at law or in equity.
 - f. **Failure to Maintain Bond.** Customer's failure to provide or maintain the Bond as required herein shall constitute a material breach of this Agreement. In addition to any other remedies, City may suspend the Project Work or decline to energize or interconnect the Facility until an acceptable Bond is in place.
 - g. **Costs.** Customer shall bear all costs associated with procuring and maintaining the Bond.
6. **No Cost or Schedule Guaranty.** The City makes no representations or warranties to Customer concerning the total Project Costs or the schedule in which the Project Work will be completed. While the City will make good-faith efforts to keep Customer apprised of the estimated Project Work and Project Costs required for its Facility, Customer agrees that it may not reasonably rely on those estimations for any purpose whatsoever. Customer agrees to indemnify and hold the City harmless from any and all schedule delays and Project Costs, including Project Costs in excess of those anticipated.
7. **No Credits.** Customer understands and expressly agrees that it shall not be entitled to receive, and the City shall not be obligated to pay, any future credits, refunds, reimbursements, or disbursements of any kind or nature with respect to amounts paid under this Agreement arising out of the future use of the City Interconnection Facilities or System Upgrades by Customer, the City, or any third parties.
8. **Interconnection.** Upon and following the date on which the City notifies Customer that the Project Work is complete, and provided Customer has satisfied all of its payment obligations under this Agreement, Customer may interconnect the Customer Interconnection Facilities with the City Interconnection Facilities at the Point of Interconnection.
9. **No Dedication of Facilities or Right to Studies.** At all times during and after the term of this Agreement, the City shall be the sole owner of all City Interconnection Facilities and System Upgrades constructed or installed pursuant to this Agreement. Nothing in this Agreement confers upon Customer any ownership interest in any of the City Interconnection Facilities or System Upgrades to be constructed or installed by the City in connection with this Agreement, even if such work is funded by Customer either directly or indirectly. Further, while the City will endeavor to provide Customer with copies of all studies and other materials funded by Customer under this Agreement (to the extent allowable by Applicable Laws), Customer shall not be entitled to any rights to the studies or engineering documents that are funded pursuant

to this Agreement.

10. Limitations of Liability.

- a. **IN NO EVENT WILL THE CITY'S LIABILITY TO CUSTOMER EXCEED THE AMOUNTS PAID OR PAYABLE BY CUSTOMER TO THE CITY UNDER THIS AGREEMENT.**
- b. Except as expressly provided in this Agreement, the City shall not be liable to Customer for any indirect, special, consequential, incidental, or punitive damages, including, but not limited to, damages for lost profits, business expectancy, revenues, benefits, use of property, or the cost of capital, even if the City has been advised of the possibility or existence of such damages.
- c. While the City will use Good Utility Practice to minimize the frequency and duration of scheduled outages, and will make reasonable efforts to provide Customer with reasonable advance notice of non-emergency scheduled outages affecting the Facility, in no event shall the City be liable to Customer for any claims, losses, or damages caused by or related to any curtailment, interruption, fluctuation, or outage (including both unplanned and scheduled maintenance outages) of Electric Service provided by the City to the Facility, including without limitation any change in voltage or other electric disturbances.

11. Indemnity.

- a. **Indemnification by Customer.** Except as is otherwise expressly stated herein, Customer will indemnify, defend, and hold the City and its directors, officers, employees, contractors, and agents ("**City Indemnified Parties**") harmless from and against any and all Claims and Losses arising out of or in connection with this Agreement, except to the extent such Claims and Losses are caused by the sole negligence or willful misconduct of the City Indemnified Parties. To the extent Claims or Losses are caused by the concurrent negligence of both the City Indemnified Parties and Customer (or Customer's agents or employees), Customer's obligations under this Section 11 apply only to the extent of Customer's negligence or willful misconduct.
- b. **Definitions of "Claim" and "Loss."** For purposes of this Agreement, a "**Claim**" means any suit, legal action, appeal, enforcement action, investigation, or demand brought or asserted by any third-party including, but not limited to, the Bonneville Power Administration ("**BPA**") or any other governmental entity. A "**Loss**" means any monetary loss caused by or arising out of a Claim including, but not limited to, any cost, charge, fine, penalty, or award of damages, including attorney's fees and costs.
- c. **Survival of Indemnity.** This indemnity will remain effective and will survive the termination or expiration of this Agreement with respect to any Claims or Losses arising prior to the termination or expiration of the Agreement even if the written notice of such Claim or Loss is provided after termination or expiration of the Agreement.

12. Notices. All written notices, demands, or requests required by this Agreement shall be considered effective: (i) the same day when sent by email (without delivery error or bounce-back) or delivered in person; or (ii) two days following the date sent by certified U.S. mail, postage prepaid, or by certified overnight delivery service. All written notices, demands, or requests under this Section shall be directed to the attention of the following:

<p>To the City:</p> <p>City of Ellensburg Attn: Energy Services Director 501 N. Anderson St. Ellensburg, WA 98926</p> <p><i>Via Email:</i> stanavichb@ellensburgwa.gov</p> <p>With Copy To: Cable Huston LLP Attn: Tyler Whitney 1455 SW Broadway, Suite 1500 Portland, OR 97201</p> <p><i>Via Email:</i> twhitney@cablehuston.com</p>	<p>To Customer:</p> <p>[Insert Customer notice contact info]</p>
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Either Party may change its address, telephone number, electronic mail address, facsimile number, or contact person(s) specified above by giving the other Party notice of the change in accordance with this Section.

13. Dispute Resolution.

- a. **Governing Law.** This Agreement, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute, are governed by, and construed in accordance with, the laws of the State of Washington, including its statutes of limitations, and without giving effect to the conflict-of-laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Washington.
- b. **Jurisdiction and Venue.** Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement and all contemplated transactions, including, but not limited to, contract, equity, tort, fraud, and statutory claims, in any forum other than the Superior Court of the State of Washington located in Kittitas County, Washington. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of the State of Washington. Each Party agrees that a final judgment in any such action, litigation, or proceeding may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

- c. **WAIVER OF JURY TRIAL.** EACH PARTY HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER AT LAW, IN EQUITY, BASED ON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT.

14. Uncontrollable Forces.

- a. Subject to limitations set forth in this Agreement, if either Party is rendered wholly or partly unable to timely perform any obligation under this Agreement (other than the obligation to pay money when due) because of an Uncontrollable Force, such obligation of a Party shall be suspended to the extent and for the duration of the Uncontrollable Force. The Party affected by such Uncontrollable Force shall, as soon as reasonably practical after the occurrence of the claimed Uncontrollable Force, give the other Party prompt verbal notice, followed by a written notice that complies with Section 12. The Party affected by such Uncontrollable Force shall use commercially reasonable efforts to remedy its inability to perform as soon as reasonably practical.
- b. **“Uncontrollable Force”** means any event that is beyond the reasonable control of the Party affected thereby, including but not limited to: acts, omissions, or delays by BPA; acts, omissions, or delays by wholesale power or transmission providers (including interruption, curtailment (with respect to either firm or non-firm transmission) or failure of delivery); failure or loss of facilities (including facilities owned or controlled by the City, BPA, or third parties providing power or transmission service); failure or loss of wholesale power markets; flood; earthquake; storm; fire; lightning; epidemic; pandemic; war; riot; civil disturbance; labor dispute; sabotage; and any order lawfully issued by any court or government agency of proper jurisdiction that renders performance hereunder either unlawful or impossible, and that could not have been prevented nor remedied through the exercise of reasonable care by the Party affected thereby. An Uncontrollable Force shall not include Customer’s shut down of or curtailment of operations at the Facility for economic reasons.
- c. Notwithstanding the other provisions of this Section, a Party shall not be relieved of liability for failure of performance if such failure is due to an Event of Default caused by the Party or due to causes that the Party could have remedied or prevented had the Party taken reasonably prompt action. Nothing herein, however, shall be construed to require any Party to remedy a labor dispute against its will.

15. Miscellaneous Provisions.

- a. **No Waiver.** No waiver under this Agreement is effective unless it is in writing, identified as a waiver to this Agreement, and signed by the Party waiving its right. Any waiver authorized on one occasion is effective only in that instance and only for the purpose stated, and does not operate as a waiver on any future occasion. The failure or delay in exercising any right, remedy, power, or privilege or in enforcing any condition under this Agreement shall not constitute a waiver or estoppel of such right, remedy, power, or privilege.

- b. **Assignment.** Neither Party may transfer or assign this Agreement, or any of its rights or obligations hereunder, without first obtaining the express written consent of the other Party, which consent may not be unreasonably withheld, conditioned, or delayed.
- c. **Relationship of the Parties.** Nothing in this Agreement will be construed to create an association, joint venture, agency relationship, trust, or partnership on or with regard to either of the Parties. Each Party will be individually responsible for its own covenants, obligations, and liabilities under this Agreement.
- d. **No Third-Party Beneficiaries.** Nothing in this Agreement shall be construed to create any duty to, any standard of care with reference to, or any liability to any person not a Party to this Agreement. There shall be no express or implied third-party beneficiary of this Agreement. No entity or person, other than the Parties, shall have the right to enforce any right under this Agreement.
- e. **Severability.** If any provision of this Agreement is held by any Governmental Authority having jurisdiction over the matter to be invalid or unenforceable, then such invalidity or unenforceability shall not affect the validity or enforceability of any other provision hereof. In such case, the provision found to be invalid or unenforceable shall be severed from the remainder of the Agreement, which shall otherwise remain in full force and effect.
- f. **Survival of Terms and Conditions.** Whenever required to give meaningful effect to provisions in this Agreement, such provisions shall continue in effect after the expiration or termination of the Agreement, including but not limited to providing for final billings and adjustments related to the period prior to expiration or termination.
- g. **Final Agreement.** This Agreement, together with the attached Exhibits, constitutes the final agreement of the Parties with respect to the subject matter hereof. There are no oral or written understandings, representations, or commitments of any kind, whether express or implied, concerning the subject matter of this Agreement that are not expressly set forth herein. Nothing in this Section 15(g) modifies or terminates the Parties' MOU.
- h. **Order of Precedence.** To the extent of any conflict between the terms of the body of this Agreement and the terms in any Exhibit attached hereto, the terms of the body of this Agreement shall control.
- i. **Modifications or Amendments.** No modification or amendment of any provision of this Agreement shall be effective unless set forth in a written document signed by authorized representatives of both Parties.
- j. **Execution.** This Agreement may be executed by electronic signature and in duplicate originals or electronic copies. The Parties also agree to execute any further documents and take any further actions as may be reasonable and necessary in order to carry out the purpose and intent of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement effective as of the date last written below.

CITY OF ELLENSBURG, WASHINGTON

WINCO FOODS, LLC

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

One-Line Diagram and Point of Interconnection

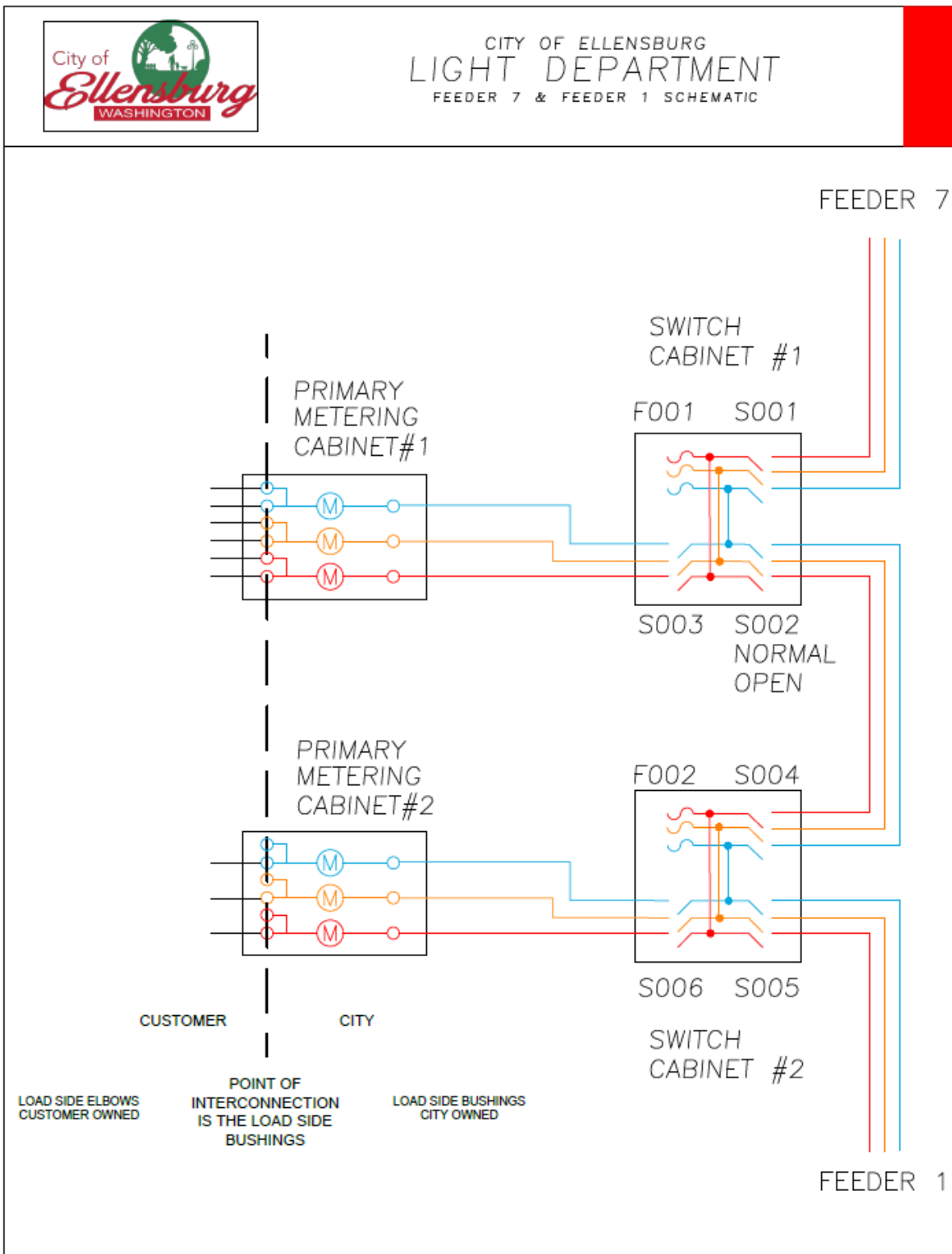


Exhibit B Project Work

PROJ. ID #	WINCO LineWork & Feeder 7		LOC	UNIT COST	EXT COST	MATL'S	LABOR & EQUIP	CUST CONTRIB	
26	3450-305								
	805 Anderson Rd.								
QUANTITY		DESCRIPTION	LOC	UNIT COST	EXT COST	MATL'S	LABOR & EQUIP	CUST CONTRIB	
13	C	POLE, 50' CLASS 2		4,532.75	58925.77	10400.00	48525.77	58925.77	
3	C	OH, DOWN GUY, 7/16"		1,225.48	3676.45	1382.74	2293.71	3676.45	
13	C	Single support, neutral on crossarm (large CONDs)		771.67	10031.69	4792.50	5239.19	10031.69	
1	C	Single deadend on crossarms (large CONDs)		1,535.84	1535.84	579.61	956.23	1535.84	
1	C	Double deadend on crossarms (large CONDs)		1,979.47	1979.47	511.83	1467.64	1979.47	
1900	C	OH, COND, PRI. & NEU., 3 PH - 336AAC / FT		9.78	18579.60	4666.40	13913.20	18579.60	
2	C	UG, RISER, PRI, 3 PH, 750 AL		7,825.37	15650.74	6352.64	9298.10	15650.74	
1	C	POLE, 55' CLASS 2		4,705.25	4705.25	950.00	3755.25	4705.25	
4	C	VAULT, CONC., 5' x 7' W/ DBL 3' x 3' PLATE LID, CITY TRE		9,977.64	39910.55	23829.23	16081.32	39910.55	
4	C	VAULT, CONC., 7' x 7' W/ DBL 3' x 3' PLATE LID, CITY TRE		13,291.60	53166.40	32637.16	20529.24	53166.40	
6000	C	UG, COND, PRI, 3 PH, 750MCM		74.69	448129.04	208260.00	239869.04	448129.04	
66	C	UG, 200A SPLICE, 4/0 AL, 15KV		542.53	35806.85	1202.52	34604.33	35806.85	
8	C	UG, 600A SPLICE, 750MCM, COLDSHRINK		1,443.64	11549.10	3995.45	7553.65	11549.10	
250	C	DUCT, 6" (10 FT) SCH 40 PVC, CITY TRENCH & B.F.		656.07	164018.51	57659.20	106359.31	164018.51	
500	C	DUCT, 4" (10 FT) SCH 40 PVC, CITY TRENCH & B.F.		484.12	242061.23	49053.40	193007.83	242061.23	
500	C	DUCT, 2" (10 FT) SCH 40 PVC, CITY TRENCH & B.F.		337.65	168824.50	10858.97	157965.54	168824.50	
3800	C	UG, COND, PRI, 3 PH, 1/0 AL		21.84	82990.42	60675.82	22314.61	82990.42	
36	C	UG, 200A L/B ELBOW, 1/0 AL, 15KV		446.00	16055.85	3076.56	12979.29	16055.85	
33	C	UG, 200A L/B J-BOX, 4 POS, 15KV		1,085.80	35831.43	11201.85	24629.58	35831.43	
24	C	UG, 200A SPLICE, 1/0 AL, 15KV		375.80	9019.30	586.18	8433.13	9019.30	
1	C	UG, PADMOUNT SWITCH, PMH-11		50,867.72	50867.72	40604.45	10263.27	50867.72	
2	C	UG, PADMOUNT SWITCH, PMH-13		40,761.62	81523.25	63633.08	17890.16	81523.25	
33	C	UG, 600A L/B J-BOX, 4 POS, 15KV		1,006.77	33223.51	8934.09	24289.42	33223.51	
335	C	UG WORK, LINE CREW, PER HOUR		695.43	232970.21	0.00	232970.21	232970.21	
<hr/>									
2	C	CT METER, PRIMARY METER, UG			98657.19	76113.27	22543.93	98657.19	
2	C	CT METER, => 400A, FORM 9S, 120-480V W/ 3 ERT			3797.07	2384.69	1412.38	3797.07	
4	C	XFMR, PADMOUNT, 25KVA, 120/240V			16630.69	10833.12	5797.57	16630.69	
20%		CONTINGENCY						388023.53	
L.C. HRS	1,549.75		ESTIMATED MAN HOURS	6,199.0		EXT COST	MATL'S	LABOR	CUST
L.C. DAYS	154.98		SUB-TOTAL COST			\$ 1,940,117.65	\$ 695,174.76	\$ 1,244,942.89	\$ 2,328,141.18
	C	CUSTOMER PORTION						\$ 2,328,141.18	
0		ALLOWANCE, BUILDING - \$1 PER PANEL AMP						\$ -	
0		-or- ALLOWANCE, DEVELOPER - \$750 PER LOT						\$ -	
	C	CUSTOMER CONTRIBUTION						\$ 2,328,141.18	
	C	NEW SERVICE STATE TAX 1.5%						\$ 34,922.12	
	C	BASIC CUSTOMER CONTRIBUTION						\$ 2,363,063.30	
30%		BOND AMOUNT						\$ 708,918.99	



Meeting Date: April 6, 2026
City of Ellensburg
City Council Agenda Report

Agenda Subject: Professional Services Consultant Agreement for the Engineering and Design of the Umptanum Road and Anderson Road Roundabout Project
Submitted by: Josh Mattson, Assistant City Engineer
Department: Public Works

Suggested Motion/Action:

Authorize the City Manager to execute the 'Cost Plus Fixed Fee' contract with HLA Engineering and Land Surveying, Inc in the amount of \$287,300. Authorize the Public Works Director to access the \$15,000 Management Reserve portion of the contract if necessary. Authorize the necessary budget adjustments.

Background/Summary:

Staff has performed a consultant selection for the engineering and design of the Umptanum Rd and Anderson Rd Roundabout project. Staff is requesting Council authorize the City Manager to execute the 'Local Agency A&E Professional Services Cost Plus Fixed Fee Consultant Agreement' with HLA Engineering and Land Surveying, Inc. for these services.

The City of Ellensburg was successful in securing grant funding for the Umptanum Road and Anderson Road Roundabout project in late 2025 through the Washington State Transportation Improvement Board (TIB). The proposed 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 two largest recreational parks.

The completed project estimate is \$1,673,000, with the grant funding 65% of preliminary engineering and construction. The anticipated project timeline has design being completed in late 2026 with construction completed in the summer of 2027.

Previous Council Action:

At its January 5, 2026 regular meeting, Council adopted Resolution 2026-01 amending the Six-Year Transportation Improvement Plan (TIP) for 2026-2031 showing the project with secured funding. Council also authorized budget adjustments and provided for the Mayor and staff to execute any and all necessary grant paperwork associated with this project.

Analysis:

Staff selected the most qualified consultant by utilizing the Municipal Research and Services Center consultant roster for firms with experience in street improvement and transportation projects. Nine consultants on the roster were selected through a preliminary review of all the Statements of Qualifications (SOQ) in this category. These consultant SOQ's were rated further with a more detailed review and the top three firms were interviewed. After conducting

interviews, HLA Engineering and Land Surveying, Inc was selected with the highest rating from the interview scoring criteria.

Staff then negotiated a 'Cost Plus Fixed Fee' contract in the amount of \$287,300.00 to perform the work. The contract includes a topographic survey, geotechnical and cultural resources investigation and reporting, civil design, landscaping, stormwater design, stakeholder coordination, right-of-way acquisition, associated environmental permitting, public outreach and bidding assistance associated with the project. The contract also includes a 'Management Reserve' of \$15,000.

TIB has authorized funding for preliminary engineering design and right of way acquisition as needed for the project.

Financial Impact:

Council previously approved a supplemental budget adjustment for the Traffic Impact Fee (TIF) fund of \$101,000 for design at its January 5, 2026 meeting. An additional supplemental budget adjustment of \$13,641 for the TIF fund is needed for the consultant agreement with the following 2026 budget breakdown:

- \$187,659 Grant Funds
- \$101,000 Approved Local Match for Preliminary Engineering – TIF Fund
- \$13,641 Supplemental Local Match for Preliminary Engineering – TIF Fund
- \$302,300 Total 'Maximum Amount Payable'

Staff is also requesting a supplemental budget increase to the Arterial Street Fund of \$302,300 for this expenditure, along with revenue increase from Traffic Impact Fee Fund and TIB Grant.

Budget Adjustment: Yes

Attachments:

1. 2026-03-25 26067 Umptanum Road - Anderson Road Roundabout PSA - unsigned

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

RELATING TO: UMPTANUM ROAD - ANDERSON ROAD ROUNDABOUT

THIS COST PLUS FIXED FEE AGREEMENT is made and entered into this _____ day of _____, 2026 ("Effective Date"), by and between THE CITY OF ELLENSBURG, a non-charter code city of the State of Washington (hereinafter called the "CITY") and HLA ENGINEERING AND LAND SURVEYING, INC., a Corporation 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 Umptanum Road - Anderson Road Roundabout Project ("PROJECT").

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

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

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

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

2. SCOPE OF WORK.

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

2.2. The CITY may review the CONSULTANT'S work product, and if it is not satisfactory, the CONSULTANT shall make such changes as may be required by the CITY. Such changes shall not constitute "Extra Work" as related in Section 15 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 30, 2027. The work shall be completed in accordance with the schedule set forth in the attached Exhibit B.

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

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

4.2. The CONSULTANT shall submit invoices to the CITY on a monthly basis. Invoices shall detail the work, hours, employee name, and hourly rate; shall itemize with receipts and invoices the non-salary direct costs; shall indicate the specific task or activity in the Scope of Work to which the costs are related; and shall indicate the cumulative total for each task. All travel is subject to City travel policies and state and federal law, including per General Service Administration (GSA) per diem and Washington State Office of Financial Management (OFM) mileage rates, applicable to Washington state government agencies. Other incidental expenses must be preapproved in writing by the CITY.

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 15 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 15 – 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 \$287,300. 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 estimated budget for each task is as set forth in the attached Exhibit D. CONSULTANT reserves the right to move estimated budget and estimated work hours between tasks as necessary to complete the PROJECT, but in any event, the total payment to CONSULTANT shall not exceed the maximum amount per Section 5.1 above.

6. RELATIONSHIP OF PARTIES.

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

6.2. Employees of the CONSULTANT, while engaged in the performance of any work or services under this Agreement, shall be considered employees of the CONSULTANT only and not of the CITY, and claims that may arise under the Workman's Compensation Act on behalf of said employees while so engaged, and any and all claims made by a third party as a consequence of any negligent act or omission on the part of the CONSULTANT'S employees while so engaged, on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT. On or before the Effective Date, CONSULTANT shall file, maintain and/or open all necessary records with the Internal Revenue Service and the State of Washington, and as may be required by RCW 51.08.195, to establish CONSULTANT's status as an independent contractor.

7. WORK PRODUCT AND DOCUMENTS.

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

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

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

8. ACCESSIBILITY Digital deliverables including but not limited to PDFs, will meet the Web Content Accessibility Guidelines (WCAG) Version 2.1, Level AA, which is the technical standard for state and local governments' web content and mobile apps, as required by the Department of Justice's final rule updating its regulations for Title II of the Americans with Disabilities Act.

9. 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.

10. DATA SECURITY; SYSTEM ACCESS

For purposes of this Agreement, "Confidential Information" includes, but is not limited to, information that is deemed confidential under federal or state law, personal information as defined in RCW 42.56.590, as well as any information identified, in writing, by the CITY as confidential or protected.

CONSULTANT's use of Confidential Information will be in compliance with all applicable state and federal law. The CITY reserves the right to monitor, audit, and/or investigate CONSULTANT's use of Confidential Information used, collected, or acquired pursuant to this Agreement.

CONSULTANT shall: (i) hold Confidential Information in strictest confidence and not make use of Confidential Information for any purpose other than the performance of this Agreement; (ii) release Confidential Information only to authorized employees or agents requiring such information for the purpose of performing this Agreement and who have executed an appropriate nondisclosure agreement or data sharing agreement as approved by CITY; (iii) implement and maintain physical, electronic, and managerial safeguards to prevent unauthorized access to Confidential Information including, but not limited to, storing Confidential Information on secure servers with access to the data strictly controlled and limited to staff with appropriate training and clearance; and (iv) ensure that all Confidential Information is encrypted in transmission from and to CONSULTANT, at rest in the data base or other data facility maintained or used by CONSULTANT, and when transmitted to authorized recipients.

If the Agreement involves CITY's Data and/or access to CITY's IT network, CONSULTANT, at its expense, will comply with the data security requirements of the CITY's System Access and Confidential Information Agreement.

CONSULTANT shall not use or disclose any non-public information concerning the CITY, or information which may be classified as confidential, for any purpose not directly connected with the administration of this Agreement, except with prior written consent of CITY, or as may be required by law.

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

11.1. 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,

11.2. 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.

12. SUBCONTRACTING.

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

12.2. 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.

12.3. 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.

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

12.5. In the event CONSULTANT elects to utilize subcontractors to perform work and/or services under this Agreement, and such subcontracting is approved by the CITY, CONSULTANT shall: (i) incorporate CONSULTANT's responsibilities under this Agreement into its subcontracts, (ii) be fully responsible for the performance of any such subcontractors, and (iii) ensure that subcontractors comply with each, and every CONSULTANT obligation set forth in this Agreement.

13. SUPERVISION, INSPECTION AND PERFORMANCE.

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

13.2. 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. 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.

14. 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.

15. 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.

16. TERMINATION.

16.1. 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.

16.2. 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.

16.3. 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 16, 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 16 shall not constitute a breach of the Agreement by the CITY.

17. INDEMNIFICATION/HOLD HARMLESS.

17.1. 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.

17.2. 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.

17.3. 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.

18. INSURANCE.

18.1. 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.

18.2. 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.

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

18.3.1. 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,

18.3.2. 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,

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

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

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

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

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

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

18.5. 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:

18.5.1. 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.

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

18.5.3. 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.

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

18.7. 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.

18.8. 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.

18.9. 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.

19. 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.

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

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

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

21. 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.

22. 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.

23. 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.

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

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

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

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

Exhibit A – Scope of Work

Exhibit B – Schedule for the Work

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

Exhibit D – Budget for Each Task

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

CONSULTANT:

THE CITY OF ELLENSBURG:

By: _____

By: _____

Printed
Name: Benjamin A. Annen, PE

Printed
Name: _____

Title: President

Title: _____

Tax ID#: 91-1237188

ATTEST: _____
Clerk

Approved as to Form:

City Attorney

EXHIBIT A
SCOPE OF WORK

City of Ellensburg
Umptanum Road - Anderson Road Roundabout
HLA Project No. 26067
TIB Project No. 8-4-175(022)-1

PROJECT DESCRIPTION:

The City of Ellensburg (CITY) has secured funding from the Transportation Improvement Board (TIB) to construct a roundabout at the intersection of Umptanum Road - Anderson Road. The roundabout intends to improve the operation of this intersection for higher traffic volumes - primarily the addition of truck traffic for the Winco Distribution Facility - and non-motorized users. Relocation of utilities, revisions to stormwater infrastructure, inclusion of sidewalks and curb ramps, and right-of-way acquisition is expected to be accomplished to provide the appropriate roundabout solution. An aerial image is included for reference at the end of Exhibit A.

At the direction of the CITY, HLA shall provide professional services for the Umptanum Road - Anderson Road Roundabout (PROJECT). HLA services shall include the following.

SCOPE OF SERVICES:

1.0 Project Management

- 1.1 Perform management of overall PROJECT delivery and PROJECT controls.
- 1.2 Plan and facilitate a PROJECT kickoff meeting to align expectations between the CITY and HLA.
- 1.3 Provide monthly status reports and invoices for the work performed.
- 1.4 Prepare and maintain the PROJECT schedule in conjunction with funding requirements and timelines, to be updated monthly or as otherwise requested by the CITY.
- 1.5 Maintain PROJECT files for CITY review.
- 1.6 Attend up to three (3) public meetings to address technical aspects of the work related to scope, design, construction, and schedule. The public meetings are assumed to be one (1) open house, one (1) Ellensburg Transportation Advisory Committee meeting, and one (1) CITY Council meeting.
- 1.7 Attend up to four (4) in-person meetings for third-party and/or stakeholder coordination.

2.0 Environmental and Cultural Review

- 2.1 Assist CITY in preparation of a State Environmental Policy Act (SEPA) checklist for review and publication by the CITY. CITY will lead the SEPA process with HLA providing a review of documents and providing supporting information. It is anticipated a Determination of Non-significance will be published, requiring no further action. Should any follow up to the SEPA decision be required, including but not limited to any disciplinary reports, it will be addressed by amendment to this Agreement.

- 2.2 Assist CITY with coordination of the Executive Order 21-02 process, including preparation of consultation letters, Area of Potential Effect (APE), and EZ Project Review Form. Executive Order 21-02 includes consultation with Department of Archaeological and Historical Preservation (DAHP) and affected tribes. Should DAHP require a Cultural Resources Survey (CRS), HLA will provide a proposal by a subconsultant to complete the CRS as additional services or an amendment to this Agreement will be executed.
- 2.3 If TIB determines a Cultural Resource Assessment is required, HLA will perform a literature review and field work, then prepare a Draft Cultural Resources Report for review by DAHP and affected tribes.
- 2.4 If necessary, address comments from review of the Draft Cultural Resources Report. Prepare and submit a Final Cultural Resources Report to DAHP and affected tribes.

Note: An Environmental Impact Statement (EIS) is not anticipated to be required for this PROJECT. Should it be determined that an EIS must be prepared, it will be addressed by amendment to this Agreement.

3.0 Design Engineering

3.1 Land Survey

- a. Request field locates from 811 Call Before You Dig to confirm existing utility horizontal locations. No excavations will occur by HLA to determine vertical locations.
- b. Conduct a topographic survey of the PROJECT area to complete design, plans, and specifications.
- c. Review available plat maps, documents, and surveys to identify public right-of-way widths, easements, and other identified encumbrances. No title reports are anticipated to be ordered. If required, title reports will be ordered by HLA and paid for by the CITY.

3.2 Geotechnical Evaluation

- a. Identify locations for up to two (2) test pits. If groundwater is encountered in the test pits, the depth of the first encounter will be measured and after it has stabilized (approximately 30 minutes). As noted below, CITY will provide any traffic control, call in utility locates, request private utility locations, and perform excavation and backfilling for the test pits.
- b. Perform observation of the surrounding area to assess geologic conditions. Test pits will be logged and soil samples collected then transported to a laboratory for further identification and testing.
- c. Perform one (1) infiltration test. Infiltration depth is planned for five feet below the existing surface. If shallow groundwater is encountered, the infiltration test depth and/or method may change.
- d. Perform laboratory testing on collected soil samples.
- e. Prepare and provide one (1) geotechnical engineering report that summarizes observations, explorations, laboratory testing, and engineering analyses including asphalt and concrete pavement recommendations.

3.3 30% Plans and Estimate

- a. Perform field investigations necessary to design the identified improvements.
- b. Prepare and provide 30% plans and a cost estimate of improvements for review and comment by the CITY.
- c. Review of public and private utilities, including CITY stormwater, domestic water, sanitary sewer, irrigation, natural gas, telecommunications, and/or fiber optic lines to determine general locations and size of facilities.
- d. Notify private utilities of pending improvements and advise of the PROJECT schedule.

3.4 60% Plans and Estimate

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

3.5 90% Plans, Specifications, and Estimate

- a. Attend a review meeting with the CITY to address and resolve 60% review comments.
- b. Prepare and provide 90% plans, specifications, and a cost estimate of improvements for review and comment by the CITY.
- c. Prepare a final stormwater report.
- d. Perform quality assurance and quality control (QA/QC) review of all 90% documents.

3.6 Final Plans, Specifications, and Estimate

- a. Attend a review meeting with the CITY to address and resolve 90% review comments.
- b. Address CITY review comments and QA/QC comments, and prepare final plans, specifications, and estimate.
- c. Provide final plans, reports, and specifications for the CITY in PDF format suitable for printing and use at the time of bid advertisement. It is anticipated that HLA will prepare one (1) complete set of plans and specifications for one bid call; additional bid packages will be billed as additional services.
- d. Provide two (2) printed copies of contract documents to the CITY.
- e. Prepare advertisement for bids. Coordinate with CITY on the number and location of publications and submit the advertisement to the selected publication(s) on behalf of the CITY. All advertising fees are to be paid by the CITY.

3.7 Following is the proposed sheet list:

Plan Sheets	Comment
Cover Sheet	
Legend and General Notes	
Typical Roadway Sections	
Class 'A' Signing Plans	
Phasing and Traffic Control Plans	Flagging, detours, etc.
TESC Plans	1"=40' Scale
Demolition Plans	
Plan and Profile	
Drainage Table and Details	
Electrical Plans	Illumination
Pavement Marking and Signing Plan	
Curb Ramp Details	
Construction Details	City, storm, sewer, water, irrigation, etc.

4.0 Right Of Way

4.1 Right Of Way (ROW) Process and Management

- a. Prepare for and attend early design development meetings as requested by the CITY.
- b. Provide pre-acquisition services as requested by the CITY to support early design development.
- c. Respond to inquiries and needs identified by the CITY and/or stakeholders.

- d. Review CITY's approved Right of Way procedures.
 - e. Oversight of ROW activities to comply with state law, WSDOT LAG Manual Ch. 25, and CITY's WSDOT-Approved Right of Way procedures.
 - f. Provide updates on ROW activities.
 - g. Develop and execute the ROW program in compliance with state law, Uniform Act, and WSDOT requirements.
 - h. Maintain quality control/quality assurance protocols in the execution of the ROW tasks.
- 4.2 Title Review, Valuation, and Conveyance
- a. Create state and federal compliant project files for each parcel.
 - b. Submit request for new and/or updates to existing title commitments.
 - c. Review title reports for each parcel and identify each exception.
 - d. Identify methods of clearance per CITY direction.
 - e. Coordinate valuation tasks by completing Waiver Valuations for up to three (3) parcels. If full narrative appraisal(s) and appraisal review is required, it shall be considered as Additional Services.
 - f. Provide all documentation required to complete Waiver Valuation supporting CITY's Determination of Value (DV) and integrate findings into offer packages.
 - g. Coordinate the development of DV/Just Compensation approved by the CITY.
 - h. Review all valuation and compensation data.
 - i. Develop Offer Package templates for approval by CITY.
 - j. Complete Offer Packages for up to three (3) parcels.
- 4.3 Negotiations and Administrative Settlements
- a. Prepare, deliver, and present Offer Packages.
 - b. Negotiate settlements, and draft justification memos (as necessary).
 - c. Support in preparation of condemnation ordinance(s) (if required).
- 4.4 Project and File Closeout
- a. Coordination with CITY during closing process(es).
 - b. Establish client escrow account or facilitate execution of all conveyance documents, payment vouchers, proof of payment, and closing data along with recorded conveyance documents and closing of files.
 - c. Prepare parcel files in a format requested by the CITY.
- 4.5 Prepare legal description(s) and right-of-way plan(s) for up to three (3) parcels.

Assumptions and Exclusions:

1. There are no federal funds for this project, and no WSDOT ROW certification is required.
2. All ROW activities will comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA), WSDOT LAG Manual Chapter 25, and the CITY's WSDOT approved ROW Procedures.
3. The CITY requires partial acquisition from no more than three (3) parcels and from no more than two (2) property owners consisting of partial acquisitions of permanent property rights (fee or permanent easement) or temporary easement (TE).
4. No full acquisitions will be performed.
5. No design changes will occur after the initial valuation assignment is authorized.
6. No occupants or personal property will be displaced requiring relocation services, and no relocation services will be required.
7. The CITY will provide ROW document templates, or WSDOT templates will be utilized.
8. No more than three (3) Waiver Valuations will be required.
9. If impacts make a Waiver Valuation ineligible, or a Trustee in bankruptcy requires full narrative appraisal(s), an appraisal and appraisal review will be necessary and be considered as Additional Services.
10. Title reports will be provided by the CITY.

5.0 Bidding Support

- 5.1 Answer questions and/or supply information as requested by prospective bidders.
- 5.2 Prepare and issue addenda to contract documents, if necessary.
- 5.3 Participate in the bid opening and support CITY as directed.

6.0 Construction Engineering

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

Additional Services

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

Items to be Furnished and Responsibility of the CITY

The CITY will provide or perform the following:

- Provide all information as to the CITY requirements for the PROJECT.
- Provide all available information pertinent to the PROJECT relative to the completion of design and construction of the PROJECT.
- Examine all documents presented by HLA and provide written decisions within a reasonable time so as not to delay the work of HLA. All design submittals (30%, 60%, 90%) shall be reviewed by the CITY, and comments returned to HLA within two (2) weeks of each submittal.
- Provide approval from all government authorities for the PROJECT, and approvals and consents from other individuals as necessary for completion of the PROJECT.
- Pay for advertising, notices, or other publications as may be required.
- Pay for all necessary permits and testing fees not paid by the Contractor.
- The CITY shall provide any existing right-of-way files that are pertinent to the design.
- Tribal consultation.
- Provide services during geotechnical field activities such as calling in utility locates, providing traffic control, and digging pothole(s) and/or test pit(s) with a backhoe.
- Lead the SEPA process and utility coordination/relocation.
- Provide utility basemaps, design sheets, specs, and estimates for any required utility extensions and/or relocations.
- Lead community outreach effort(s) and third-party/stakeholder coordination.
- Pay for, and provide, title reports, title commitments, recording fees, escrow services, and title insurance.



EXHIBIT B

SCHEDULES FOR THE WORK

City of Ellensburg
Umptanum Road - Anderson Road Roundabout
HLA Project No. 26067
TIB Project No. 8-4-175(022)-1

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

Umptanum Road - Anderson Road Roundabout		
	Working Days	Date
City Contract Execution		April 6, 2026
30% Design Plans Submittal	33	May 21, 2026
60% P&E Submittal	48	July 30, 2026
90% PS&E Submittal	49	October 8, 2026
Final PS&E Submittal	49	December 17, 2026
Provide Bid Advertisement to City	18	January 14, 2027
Bid Opening (by City)	15	February 4, 2027
Construction Contract Award	7	February 15, 2027

EXHIBIT C
SCHEDULE OF RATES FOR
HLA Engineering and Land Surveying, Inc.

Effective January 1, 2026, through December 31, 2026

Senior Principal Engineer	\$285.00
Licensed Principal Engineer	\$255.00
Licensed Principal Land Surveyor	\$255.00
Director of Engineering, Construction, Other	\$255.00
Licensed Professional Engineer	\$230.00
Other Licensed Professional	\$230.00
Project Engineer II	\$211.00
Supervisor of Construction, Planning, Other	\$211.00
Licensed Professional Land Surveyor	\$211.00
Project Engineer I	\$189.00
CAD II	\$188.00
Administrative III	\$172.00
Resident Engineer II	\$172.00
Planner II	\$169.00
Surveyor II	\$167.00
CAD I	\$164.00
Engineering Technician III	\$155.00
Planner I	\$155.00
Resident Engineer I	\$155.00
Surveyor I	\$147.00
Surveyor on Two-Man Crew	\$147.00
Administrative II	\$145.00
Contract Administrator II	\$145.00
Engineering Technician II	\$145.00
Surveyor on Three-Man Crew	\$123.00
Administrative I	\$112.00
Contract Administrator I	\$112.00
Engineering Technician I	\$112.00
Survey Scanner	\$156.00
Vehicle Mileage	Federal Rate

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

March 19, 2026

To Whom It May Concern:

I am submitting my resignation to the Affordable Housing Commission for the City of Ellensburg. I have enjoyed my time serving on this board and feel that it is time for me to step back. Over the past year I have not been able to make meetings and spend the time and energy that is needed to be on the commission. This commission currently has great members and wonderful leadership in Lily. Best of luck and thank you,

A handwritten signature in black ink that reads "Sarah Bedsaul". The signature is written in a cursive style with a long, sweeping underline.

Sarah Bedsaul



Meeting Date: April 6, 2026
City of Ellensburg
City Council Agenda Report

Agenda Subject: Budget Carryforward — Fieldhouse Construction Fund for Professional Services
Submitted by: Brad Case, Parks & Recreation Director
Department: Parks & Recreation

Suggested Motion/Action:
Approve carry forward of \$287,534 from the 2025 Fieldhouse Construction Fund Budget to 2026.

Background/Summary:
Staff is requesting approval to carry forward expenditure authority from the 2025 Fieldhouse Construction Fund budget to the 2026 budget. For much of 2025, the proposed fieldhouse project was being evaluated to determine the best path forward. Now that the process has been identified, funding will be necessary to help finalize the lease-leaseback agreements.

Previous Council Action:
To date, City Council has taken multiple actions approving work associated with the Fieldhouse Project moving it forward. Actions and associated project work directly related to the lease/leaseback option have included:

- At the July 7, 2025, meeting, Council approved a conceptual plan to pursue construction of a fieldhouse facility through a private/public partnership as allowed by RCW 35.42.
- On September 15, 2025, Council approved publication of a Request for Qualifications (RFQ) for a developer of the Ellensburg Fieldhouse.
- At their March 2, 2026 meeting, Council authorized the Mayor to sign a letter of intent conditionally selecting Central Paving, LLC, as the Ellensburg Fieldhouse developer, and direct staff to develop lease-leaseback agreements for this project.

Analysis:
Staff requests City Council approval to carry forward \$287,534 from the 2025 Fieldhouse Construction Fund budget. These funds were budgeted in 2025 for Progressive Design-Build procurement method professional services, but were not fully expended within the 2025 fiscal year and are needed to support ongoing project work in 2026.

A portion of the carried-over appropriation will be used to enter into a professional services agreement with the Consultant to provide Owner Advisor services for the Fieldhouse project, in an amount not to exceed \$50,000. Under this agreement, the Consultant would support the City by advising on building design and construction matters, providing recommendations

regarding building lease language, and assisting with review of the 30%, 60%, and 90% design plan submittals.

Financial Impact:

The carryover increases budgeted 2026 expenditures by \$287,534. Formal adoption of this, and all other, carryforward requests will be brought to Council in the form of a supplemental budget ordinance at an upcoming meeting.

Budget Adjustment: Yes

Attachments:

None



Meeting Date: April 6, 2026
City of Ellensburg
City Council Agenda Report

Agenda Subject: Amendment #1 to Agreement for Professional Services Between The City of Ellensburg and SCJ Alliance
Submitted by: Dan Carlson, Community Development Director
Department: Community Development

Suggested Motion/Action:
Authorize the City Manager to Sign Contract Amendment #1 with SCJ Alliance as attached or in similar form and approve the necessary budget adjustments.

Background/Summary:
The City has professional services agreement with SCJ Alliance for professional services work related to the 2026 Periodic Comprehensive Plan Update. The original scope of work did not include any work related to Chapter 9 of the Comprehensive Plan, previously titled Diversity Equity, Inclusion, but now titled Access, Engagement, & Belonging. Based on direction received from Council last year, the scope of work for this agreement would be updated to:

- Provide additional consultant time for collaborative decision-making with staff regarding Chapter 9.
- Expand community engagement efforts to support Council direction.
- Conduct a more detailed policy audit across all plan elements to incorporate policies about belonging into applicable chapters/elements.
- Develop and draft a refined Chapter 9 framework consistent with Council guidance.

The amendment would supplement Phases 1, 4, and 5 of the original scope of work.

Previous Council Action:
City Council approved the professional services agreement with SCJ Alliance on May 19, 2025. On July 21, 2025, Council voted to docket item 25-02.001-.308 regarding Chapter 9 of Comprehensive Plan as proposed, giving staff direction to move forward with conducting the two community conversations and common ground workshop, and to bring additional information and possible next steps back to Council. On October 20, 2025, Council voted to move forward with item 25-02.001-.308, giving staff direction to rewrite Chapter 9 during the 2026 periodic update process. On December 1, 2025, Council voted to adopt Docket Item 25-02.001-.308, with modifications, specifically adopting the revised chapter as provided by the DEI commission during the hearing. On December 15, 2025, Council conducted second reading of Ordinance 4977, adopting the changes to Chapter 9.

Analysis:
Amendment #1 to the professional services agreement with SCJ Alliance would allow for

additional work related to Chapter 9 of the Comprehensive Plan to be completed in accordance with Council direction.

Financial Impact:

The maximum contract amount for the existing agreement is \$530,516.35. The Community Development 2025-2026 budget includes a total of \$338,995 for professional services for completion of the periodic update. The City has been awarded a total of \$275,000 in Department of Commerce grant funding to help support the periodic update, including a Periodic Update Grant in the amount of \$125,000 and a Climate Planning Grant in the amount of \$150,000. The department realized a savings of \$42,000 in 2025 for Planning Manager and Senior Planner vacancies. On May 19, Council approved the remaining \$149,521.35 to be funded from General Fund and relevant restricted fund balances. The proposed amendment would add an additional \$49,654 to the agreement.

Budget Adjustment: Yes

Attachments:

1. A2640-01-SCJ Alliance-Amendment 1 to PSA

**AMENDMENT 1
TO THE AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
THE CITY OF ELLENSURG
AND
SCJ ALLIANCE**

RELATING TO: 2026 Comprehensive Plan Periodic Update

This Amendment 1 to the Agreement for Professional Services, originally executed on May 20, 2025 (the "Agreement"), is made and entered into as of the Effective Date set forth below by and between the City of Ellensburg, a non-charter code city of the State of Washington, (hereinafter called the "CITY") and Shea, Carr & Jewell (dba SCJ Alliance), a Corporation authorized to do business in the state of Washington (hereinafter called the "CONSULTANT"). The CITY and CONSULTANT are collectively referred to as the "Parties"

WHEREAS, the Parties entered into the Agreement for Professional Services related to the 2026 Comprehensive Plan Periodic Update; and

WHEREAS, the Parties now desire to add additional services to the Scope of Work and increase the Maximum Compensation of the Agreement,

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

1. **Section 2 and Exhibit A. SCOPE OF WORK.** Pursuant to Section 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 and minor revisions to satisfactorily completed work. Such work shall be considered "Extra Work" and shall be addressed in a written supplement to this Agreement. Accordingly, the Parties agree to add the services listed in the attached EXHIBIT A1, *Scope of Work - Additional Services*. This Amendment 1 does not replace EXHIBIT A, the original Scope of Work, it supplements Phases 1, 4, and 5
2. **Section 5. MAXIMUM COMPENSATION.** The CONSULTANT's total compensation and reimbursement under the original Agreement, including labor, direct non-salary reimbursable costs and outside services, was not to exceed the maximum sum of \$530,516.35. This Amendment 1 increases the Maximum Compensation an additional \$49,654.00, to a new total Maximum Compensation sum of \$580,170.35. This amount is the maximum amount to be paid under this Agreement and shall not be exceeded without prior written authorization from the CITY in the form of a negotiated and executed amendment of the Agreement.
3. **Full Force and Effect.** Except as modified herein, all terms and conditions of the original Professional Services Agreement shall remain in full force and effect.

This Amendment shall be effective as of the date of the last signature below.

CONSULTANT:

By: _____

Printed
Name: _____

Title: _____

Date: _____

THE CITY OF ELLENSBURG:

By: _____
Heidi Behrends Cerniwey
City Manager

Date: _____

ATTEST: _____
Beth Leader, City Clerk

Approved as to Form:

Christopher Horner, City Attorney



EXHIBIT A1: Scope of Work - Additional Services

Prepared For: Dan Carlson, Community Development Director
Stacey Henderson, Planning Manager

Prepared By: Spencer Easton, Project Manager

Date: March 20, 2026

Introduction

Thank you for the opportunity to provide a scope of work for additional work to be conducted for the Ellenburg Comprehensive Plan. This amendment expands selected tasks within the existing Scope of Work to:

- Provide additional time for collaborative decision-making with City staff regarding Chapter 9.
- Expand community engagement efforts to support Council direction.
- Conduct a more detailed policy audit across all plan elements to incorporate policies about belonging into applicable chapters/elements.
- Develop and draft a refined Chapter 9 framework (potentially “Community Voices”) consistent with Council guidance.

This amendment does not replace the original scope; it supplements Phases 1, 4, and 5.

PHASE 1 – Project Management

The existing phase and tasks will be expanded to support the work.

Task 1.2 Expanded Project Management

SCJ will provide additional project management hours to support:

- Increased number of coordination meetings with city staff to address community voices regarding Chapter 9, including preparation time and notetaking
- Ongoing refinement of Chapter 9 direction as decisions are made collaboratively

Task 1.3 Expanded Client Check-in Meetings

To support the City’s desire for a collaborative process, SCJ will:

- Maintain bi-weekly frequency of check-in meetings with city and subconsultants through June 2026, moving to monthly coordination meetings following completion of draft plan. These structured working sessions allow for more efficient decision making among the project team.
- Continue maintaining meeting summaries documenting direction and next steps



Assumptions

- Up to 2 SCJ staff members will attend biweekly check-in meetings

Phase 1 Deliverables

- Meeting summaries documenting decisions (Task 1.2)
- Updated running meeting summary document (Task 1.3)

Phase 1 – T&M Estimate: \$11,136

PHASE 4: Expanded Community Engagement Efforts

Task 4.4 – Expanded Community Outreach & Engagement Support

This task provides additional time to expand outreach related to Chapter 9. SCJ will support additional outreach activities focused on:

- Accessibility
- Community participation
- Belonging and welcoming themes

In this phase, SCJ will:

- Develop up to 2 short surveys specific to community character and voices
- Update the public participation plan for targeted outreach approaches designed to reach the broader community, including the second open house
- Develop additional engagement materials (digital and print), specifically:
 - Up to 2 flyers
 - Content for up to 3 updates to the City websites (as requested)
 - Posting of Draft Comprehensive Plan documents on Konveio site
 - Up to 3 social media posts (if requested)
- Prepare a running document of input to inform revisions to Chapter 9 and related policies, updated regularly.

Engagement will build on previous testimony, open house feedback, and word cloud themes already collected.

Assumptions

- Engagement materials will be limited to those describe above or as agreed to by both the City and SCJ Alliance in the updated public participation plan

Phase 4 Deliverables

- Updated public participation plan
- Additional Outreach Materials as identified above or agreed to in the updated public participation plan
- Summary memo of expanded engagement findings

Phase 4 --T&M Estimate: \$15,460



PHASE 5 – Expanded Policy Audit & Framework Development

Task 5.3 – Expanded Policy Framework Analysis (Chapter 9 Focus)

SCJ will expand the existing policy audit task to include a focused review of Diversity, Equity, Inclusion, Accessibility, Engagement, and Belonging concepts across all plan elements. This work will support Council’s directive to explore restructuring options, including integration throughout the plan.

SCJ will expand the existing policy audit task to:

- Conduct a comprehensive cross-element review to:
 - Identify overlap between Chapter 9 and other elements.
 - Identify where similar policies already exist.
 - Identify gaps where concepts may not yet be addressed.
- Prepare a policy crosswalk matrix showing:
 - Existing Chapter 9 goals and policies
 - Related policies in other elements
 - Opportunities for integration or consolidation

Deliverables:

- Expanded Policy Crosswalk Matrix (Excel)
- Summary Memo outlining findings and recommendations

Task 5.4 – Chapter 9 Framework Refinement (“Community Voices”)

Building from staff’s conceptual outline and flow chart, SCJ will assist the City in refining the direction of Chapter 9. This task includes:

- Translating the WHY / HOW / WHAT structure into Comprehensive Plan language.
- Evaluating whether:
 - Chapter 9 remains a standalone chapter, or
 - Policies are integrated throughout the plan, or
 - A hybrid structure is most appropriate.
- Developing draft language reflecting Council direction and community input.
- Refining terminology to reflect City preference (e.g., Access, Engagement & Belonging or Community Voices).

Drafting will:

- Remove duplication.
- Improve clarity and focus.
- Align with the Council’s Strategic Vision.
- Ensure internal consistency with Land Use, Housing, Transportation, Capital Facilities, Economic Development, and Climate elements, etc.

Deliverables:

- Draft Revised Chapter 9 (or alternative framework structure)
- Integrated policy edits where applicable



- Integration of feedback into draft chapter

Phase 5 --T&M Estimate: \$23,058

BUDGET SUMMARY

Phase 1 –
Phase 4 –
Phase 5 –

FEES

T&M \$11,136
T&M \$15,460
T&M \$23,058

Total Estimated Fees

T&M \$49,654

Phase 99 – Expenses

Expenses will be charged on a time and material basis and include items such as mileage, plan reproduction, copies, etc. Fees for expenses are not included in the fee estimate above. These fees are based on our current knowledge of the project. If over time, the scope and overall objectives of the project change, these fees may need to be adjusted to reflect the modified circumstances. The above scope and fee will expire six months from the date of this letter. If project approval exceeds this timeframe, an updated fee will be provided upon request. Additional services requested, but not identified in the scope of work, will be considered “extra services” and will be charged on a time-and-materials basis in accordance with the attached billing rate schedule.

Conditions and Assumptions

1. No additional demographic or technical studies are included.
2. Public engagement format and level to be finalized collaboratively.

We appreciate the opportunity to be a part of this impactful and important project in the community and look forward to getting started. If you have any questions or comments, please call me at 206-953-6437. Thank you.

Respectfully,
SCJ Alliance

Spencer Easton
Project Manager



TO: City Council
FROM: Utility Advisory Committee (UAC)
DATE: March 19th, 2026
RE: Recommendation of Appointment

The Utility Advisory Committee (UAC) recommends the reappointment of Fredrick Springsteen to the Committee. Mr. Springsteen's current term is set to expire on May 31, 2026. Fred submitted a reappointment application on February 20, 2026, completed an interview with the Committee, and attended the last UAC meeting held on March 19, 2026.

Based on his continued interest, participation, and qualifications, the Committee respectfully recommends that the City Council reappoint Fredrick Springsteen to the Utility Advisory Committee for an additional 3-year term.

Arranged by:

Amy McGuffin,
CEO
Kittitas County
Chamber of Commerce

Prepared for:

Ellensburg Lodging Tax
Committee



Tourism Marketing/Advertising and Visitor Center (VIC) Operations

Jan 1 - Dec 17, 2025

Contents

- 04 Part One
Visitor Center Analytics
- 05 Part Two
Website Insights
- 06 Part Three
Paid Social Insights
- 07 Part Four
Social Media Insights



At a Glance

Brief Summaries of the Report

Tourism plays a pivotal role in the economic vitality of Kittitas County, with its scenic beauty, outdoor recreational opportunities, cultural attractions, and vibrant community events. Visitors from all over the country are drawn to our area, with Ellensburg serving as a primary gateway to the various attractions and destinations within the county.

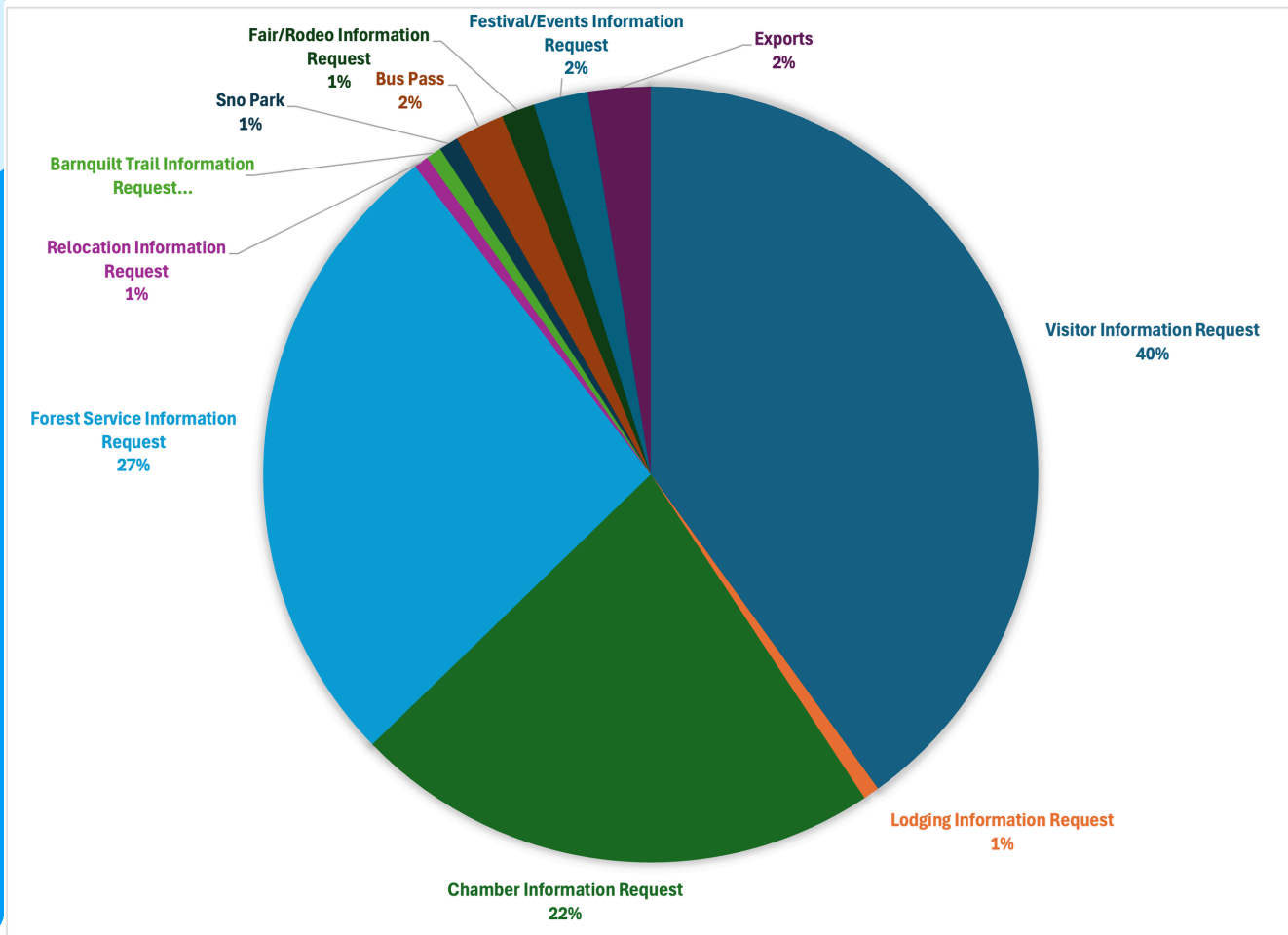
Tourism is a crucial driver of the local economy in Ellensburg. Visitors spend money on accommodations, dining, shopping, entertainment, and other services, which generates direct revenue for local businesses. These expenditures lead to the creation of jobs and provide income for residents, contributing to a robust economic ecosystem.

The presence of tourists enhances the appeal of Ellensburg as a unique destination. It encourages investment in cultural events, festivals, and historic preservation, strengthening the community's identity and pride.

Visitor Center Analytics

Annual

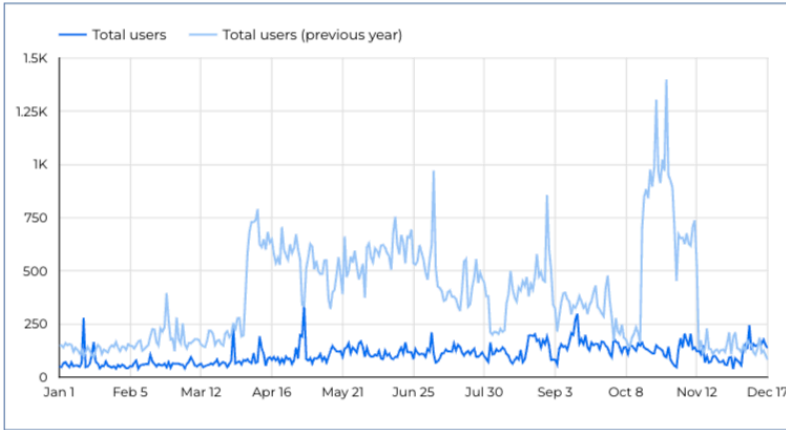
Visitor Information Request	1181
Lodging Information Request	17
Chamber Information Request	651
Forest Service Information Request	792
Relocation Information Request	18
Barnquilt Trail Information Request	19
Bus Pass	61
Sno Park	24
Fair/Rodeo Information Request	41
Festival/Events Information Request	67
Exports	77



Website Insights

MyEllensburg Website Overview

Jan 1, 2025 - Dec 17, 2025



City	Users	Engagem...	Time on site
1. Seattle	6,628	49.57%	00:01:45
2. Ellensburg	3,613	65.79%	00:02:35
3. (not set)	2,144	40.8%	00:01:07
4. Portland	889	18.84%	00:00:48
5. Aurora	482	0.83%	00:00:02
6. Yakima	448	66.27%	00:02:23
7. Moses La...	415	31.74%	00:00:47
8. Tacoma	346	43.77%	00:01:43
9. Singapore	339	15.34%	00:00:04
10. Los Angel...	326	56.36%	00:01:33

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Device	Users	Engagement	Time on site
1. mobile	22,763	39.44%	00:01:18
2. desktop	10,486	61.83%	00:02:26
3. tablet	896	44.21%	00:01:17

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Total users 34,114 ↓ -72.1%	New users 33,841 ↓ -72.1%	Sessions 40,422 ↓ -70.6%	Bounce rate 53.7% ↓ -2.0%	Average session duration 00:01:37 ↑ 1.8%
--	--	---------------------------------------	--	---

Session source / mediu...	Total us...	% Δ	New users	% Δ	Sessions	% Δ	Bounce rate	% Δ	Time on site	% Δ
1. google / organic	11,142	-76.2% ↓	10,869	-76.6% ↓	14,190	-75.8% ↓	31.12%	-9.3% ↓	00:02:34	6.5% ↑
2. facebook / social	9,652	-77.1% ↓	9,706	-76.8% ↓	10,128	-78.3% ↓	91.95%	20.6% ↑	00:00:07	-79.2% ↓
3. (direct) / (none)	6,598	-35.3% ↓	6,473	-35.9% ↓	7,339	-38.2% ↓	62.72%	0.0% ↓	00:01:23	-19.2% ↓
4. bing / organic	1,189	-35.6% ↓	1,153	-36.1% ↓	1,490	-38.3% ↓	23.56%	0.2% ↑	00:03:06	-1.7% ↓
5. facebook.com / referral	802	58.8% ↑	802	58.8% ↑	803	59.0% ↑	32%	-10.7% ↓	00:00:21	21.4% ↑
6. (not set)	571	-39.3% ↓	476	-40.2% ↓	146	-48.4% ↓	98.63%	0.8% ↑	00:00:09	-91.7% ↓
7. duckduckgo / organic	488	-33.2% ↓	485	-32.4% ↓	608	-31.7% ↓	28.95%	8.7% ↑	00:02:21	-7.7% ↓
8. Full list as of 3.30.2021 / e...	460	1,816.7% ↑	449	2,038.1% ↑	550	2,015.4% ↑	38%	-50.6% ↓	00:02:07	397.4% ↑

1 - 100 / 198 < >

Query	Impressions	Clicks
1. ellensburg	184,801	407
2. ellensburg wa	56,032	188
3. ellensburg washington	45,429	116
4. ellensburg hotels	16,261	58
5. ellensburg restaurants	15,767	45
6. ellensburg, wa	10,464	16
7. things to do in ellensburg	10,314	71
8. restaurants ellensburg	8,585	30
9. hotels in ellensburg	6,750	13
10. ellensburg food	5,648	20

1 - 100 / 10886 < >



Paid Social Insights

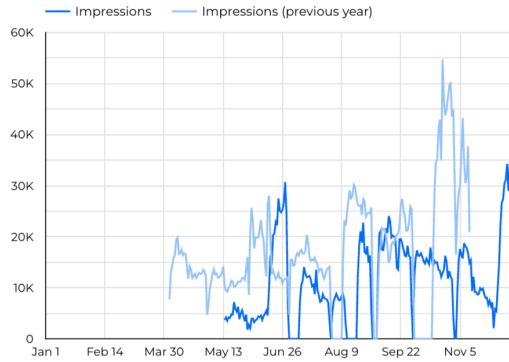
MyEllensburg PPC

Jan 1, 2025 - Dec 17, 2025

How did Facebook & Instagram Ads perform?

Link clicks 25,873 ↓ -59.8%	Landing page views 13,373 ↓ -72.5%	Impressions 2,596,951 ↓ -32.9%	CPC (link) \$0.35 ↓ -11.9%	Amount spent \$9,056.10 ↓ -64.5%
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Ad set name	Link cli...	Impressions	Amount ...
1. 12 Dec. Video Campaigns	1,579	149,647	\$532.4
2. 10 Oct. Foodie Passport Video	1,338	54,844	\$249.93
3. 08 August Foodie Passport Vid...	1,299	47,331	\$249.92
4. 10 Oct. Survey Carousel	1,258	187,677	\$300
5. 09 Sept. Foodie Passport Video	1,241	50,938	\$249.94
6. 11 Nov. Foodie Passport Video	1,239	58,965	\$249.97
7. 09 Sept. Survey Carousel	1,206	210,927	\$299.99
8. 09 Sept. Newsletter	866	93,556	\$299.97
9. 07 July Corks & Caps Passport V...	865	52,433	\$249.84
1... 08 August Corks & Caps Passpo...	840	46,395	\$249.96
1... 06 June Corks & Caps Passport ...	827	81,644	\$249.95
Grand total	25,873	2,596,951	\$9,056.1



Ad Creatives



Social Media Insights

Facebook

Page impressions 2,573,327 impressions	Page followers 45,254 followers	New followers 1,439 new followers	Page & profile reach 2,762,551 people
Posts 144 posts	Post link clicks 950 clicks	Average post engagement ... 4.31% engagement rate	Post reach 599,740 people

Instagram

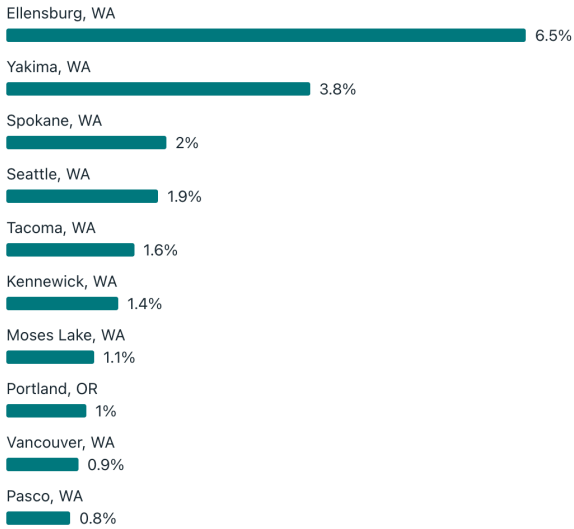
Posts 862 posts	Page & profile reach 257,822 people	Page engagement 8,424 engagements	New followers 831 new followers
Followers 3,566 followers	Post reach 170,644 people	Average post engagement ... 6.83% engagement rate	Inbound messages 810 messages



Social Media Insights

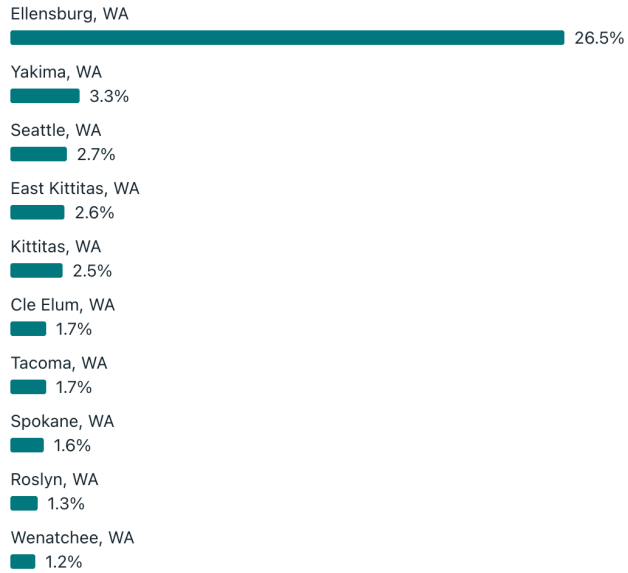
Facebook

Top cities



Instagram

Top cities



Top content by views

Boost content

See all content

- Winterhop Brewfest is almost here and tick...**
 Mon Nov 24, 3:38pm
 194.4K views, 1.3K likes, 10 comments, 183 shares
- Come ride with us at Kinship Trail Rides —...**
 Mon Jul 7, 7:35am
 87.7K views, 1.5K likes, 31 comments, 129 shares
- Weekend Adventures in Kittitas County ...**
 Wed Aug 27, 10:16am
 71.4K views, 863 likes, 19 comments, 107 shares
- Peach Lemon Drop. Strawberry Mi...**
 Mon Oct 27, 8:00am
 38.3K views, 413 likes, 26 comments, 32 shares
- Escape to the heart of Yakima Canyon...**
 Thu Sep 18, 9:50am
 37.4K views, 541 likes, 12 comments, 33 shares

Top content by views

Boost content

See all content

- The 2025-2026 Central Washington...**
 Mon Jul 14, 3:00pm
 142.7K views, 159 likes, 8 comments, 6 shares
- Winterhop Brewfest is almost here and ticke...**
 Mon Nov 24, 3:38pm
 194.5K views, 1.3K likes, 10 comments, 183 shares
- A date night spent in Ellensburg —...**
 Tue May 20, 7:00am
 34.6K views, 242 likes, 4 comments, 29 shares
- It's a town in eastern Washington where...**
 Wed Aug 20, 7:00pm
 7.7K views, 132 likes, 3 comments, 55 shares
- We'll see you on Wednesday! Share th...**
 Mon Jun 16, 12:57pm
 6.1K views, 215 likes, 8 comments, 128 shares







Meeting Date: April 6, 2026
City of Ellensburg
City Council Agenda Report

Agenda Subject: Public Hearing (Legislative) to Consider Annexation of Parcel 631033 and First Reading of Ordinance 4985 Approving the Annexation and Zoning of Light Industrial (I-L) (Public Comment Opportunity)

Submitted by: Mark Rud, Associate Planner

Department: Planning Commission

Suggested Motion/Action:

Move to approve the D&N Development LLC annexation petition and perform the first reading of Ordinance 4985 annexing parcel 631033 with a Light Industrial (I-L) zoning designation.

Background/Summary:

A notice of intent to commence annexation proceedings with required attachments was received by the Community Development Department on November 26, 2025 (**Exhibit 1**), submitted by Brandon Drexler of property owner D&N Development LLC, to consider whether to accept a Petition for Annexation of Kittitas County Parcel # 631033 located at 1830 Highway 97. The unplatted 7.86-acre parcel is located just south of the BNSF and Old Highway 10 intersections with Hwy 97, with access along Hwy 97 frontage and abutting the BNSF right-of-way (ROW) (**Exhibit 2**). No annexation of the abutting segment of the Hwy 97 ROW is proposed in this request.

On December 15, 2025, City Council unanimously made a determination to accept the Notice of Intent, allowing Petitioners to commence annexation proceedings set to the area as shown in an attached map (**Exhibit 3**); for simultaneous adoption of a zoning designation of Light Industrial (I-L) upon annexation; and to require the assumption of existing city indebtedness by the area to be annexed - see **Exhibit 4**.

On January 28, 2026, the Community Development Department received a Revised Petition with Legal Exhibit and Diagram Exhibit indicating the legal boundaries of the subject property (**Exhibit 5**). The Petition includes signatures from all owners with interest in the property. Pursuant to RCW 35A.14.120, City staff forwarded the complete Petition to Kittitas County on January 30, 2026 (**Exhibit 6**), and received Certification of Sufficiency from the Kittitas County Assessor on February 3, 2026 (**Exhibit 7**).

Annexation is a Type V Permit under Chapter 15.210 of the Ellensburg City Code (ECC), whose procedures are further regulated by Chapters 15.230 and 15.360 of the ECC, and Chapter 35A.14, RCW. Petitions for Annexation require an Open Record Public Hearing for Recommendation by the Planning Commission to be forwarded to City Council for decision. Annexations must be adopted by Ordinance upon approval of City Council, which may be

read upon conclusion of Public Hearings by the Council.

Pursuant to RCW 35A.14.330 and 35A.14.340, where annexation simultaneously adopts zoning, no fewer than thirty (30) days must pass between two separate Public Hearings on the Petition by the legislative body. Because Council's decision is legislative and the Petition is not considered a project permit under Chapter 36.70B RCW, annexation is not subject to closed record hearing procedures of Chapter 15.230 ECC, and any interested persons may appear and voice approval or disapproval of the Petition at any of its public hearings.

A combined notice of Public Hearings before the Planning Commission and City Council was advertised in accordance with Chapter 15.220 ECC. Due to the need to reschedule to a later Planning Commission meeting, a revised Notice was circulated. This included posting of the site in three locations on March 10, 2026 (**Exhibit 8**), publication in the *Ellensburg Daily Record* on March 7, 2026 (**Exhibit 9**), and notification to property owners within 300 feet of the contiguous property boundaries by mail on March 6, 2026 (**Exhibit 10**).

The Ellensburg Planning Commission held a Public Hearing during its regular meeting on March 26, 2026 at 5:45pm, held in a hybrid format with both in-person and remote participation options. No comments on the proposal were received by the Community Development Department prior to the Planning Commission hearing, and no public testimony was given. The Planning Commission moved unanimously to forward a recommendation of approval to City Council.

As of the date of this report's publication, no written public comments had been received by the Community Development Department for City Council's first public hearing.

Previous Council Action:

City Council Acceptance of Notice of Intent to Commence Annexation Proceedings on December 15, 2025.

Analysis:

The sole parcel proposed for annexation is at the southeast corner of the intersection of Hwy 97 and the BNSF ROW, near the northwesternmost boundary of the City of Ellensburg's unincorporated Urban Growth Area (UGA) (**Exhibit 11**). The new Lower County Transfer Station is located just south of the property. The property has several existing structures and supports construction-related use. Existing improvements are not currently served by City utilities. Upon annexation, further development of the parcel will necessitate connection to City utilities.

The Growth Management Act calls for logical growth patterns. Annexation of areas in the City's UGA is a valuable tool extending the City's land use regulations, assuring consistent and orderly growth through subdivision regulations, zoning and design standards, and other relevant regulations in the City's Land Development Code and related regulations of Building Codes, and Public Works and Energy Services Development Standards. Annexation of the parcels would be a logical extension of the City contiguous with an incorporated parcel south and east, and ensure any future development in the area is consistent with City standards.

Pursuant to ECC 15.360.010, City Council has set that upon approval of the Petition, a

zoning designation of Light Industrial (I-L) will be adopted for the property. This conforms with the City of Ellensburg Comprehensive Plan's Future Land Use Map designation of Light Industrial for the area (**Exhibit 12**), for which the Future Land Use-Zoning Conversion Table's only implementing zoning designation is I-L (**Exhibit 13**).

Financial Impact:

No additional street maintenance is anticipated, as no ROW annexation is being proposed. Staff anticipate a modest increase in property tax revenue.

Budget Adjustment: No

Attachments:

1. Ordinance 4985 - First Reading
2. EXHIBIT 1 - Notice of Intent to Annex
3. EXHIBIT 2 - Vicinity Map
4. EXHIBIT 3 - Property Boundaries
5. EXHIBIT 4 - Ellensburg City Council Minutes 12.15.2025
6. EXHIBIT 5 - Revised Petition for Annexation
7. EXHIBIT 6 - Petition Submission to Auditor 1.30.2026
8. EXHIBIT 7 - Assessor Certification of Petition Sufficiency
9. EXHIBIT 8 - Affidavit of Posting & Photos
10. EXHIBIT 9 - Ellensburg Daily Record Legal Notice 3.7.2026
11. EXHIBIT 10 - Affidavit of Mailing 3.6.2026
12. EXHIBIT 11 - Ellensburg City Limits and Urban Growth Area
13. EXHIBIT 12 - Future Land Use Map
14. EXHIBIT 13 - Future Land Use-Zoning Conversation Table

ORDINANCE NO. 4985

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ELLENSBURG, WASHINGTON ANNEXING PARCEL 631033 TO THE CITY OF ELLENSBURG, WASHINGTON, ASSIGNING LIGHT INDUSTRIAL ZONING TO THE PACEL, PROVIDING FOR THE PROPORTIONAL ASSUMPTION OF EXISTING CITY INDEBTEDNESS, AND FIXING A TIME WHEN THE SAME SHALL BE EFFECTIVE.

WHEREAS, on November 26, 2025 the City of Ellensburg, Washington received a notice of intention to commence annexation proceedings pursuant to the “direct petition” method of RCW 35A.14.120 for Kittitas County Parcel number 631033, located at 1830 Highway 97 and more fully described in Section 1 of this Ordinance and depicted in Exhibit A attached hereto; and

WHEREAS, the territory described in Section 1 of this ordinance is contiguous to the City of Ellensburg, Washington and entirely within the City of Ellensburg Urban Growth Area established pursuant to RCW 36.70A; and

WHEREAS, on December 15, 2025, the City Council of the City of Ellensburg, Washington held a public meeting and determined that the initiators could proceed to acquire a sixty percent (60%) petition for annexation, pursuant to RCW 35A.14.120; and

WHEREAS, at its December 15, 2025 public meeting, the City Council set the annexation area exclusively to the parcel indicated in the Notice; and

WHEREAS, the City Council further determined at the December 15, 2025 meeting that the parcel would receive a Light Industrial (I-L) zoning designation pursuant to Chapter 15.360 of the Ellensburg City Code; and

WHEREAS, the City Council further determined at the December 15, 2025 meeting that the parcel would assume the annexation area’s proportional share of City indebtedness; and

WHEREAS, on January 28, 2026, the owners of not less than sixty percent (60%) in value of the territory proposed for annexation, according to the assessed valuation for general taxation of the property hereinafter described, submitted a signed the petition for the annexation of said area to the City of Ellensburg, Washington pursuant to RCW 35A.14.120; and

WHEREAS, on January 30, 2026 the petition for annexation was submitted to Kittitas County for certification of sufficiency in compliance with and 35A.01.040; and

WHEREAS, on February 3, 2026 the City of Ellensburg received certification that petition for annexation is sufficient from the Kittitas County Assessor; and

WHEREAS, notice of the proposed annexation and public hearings providing the time and place for public comments thereon by all interested persons to voice approval or disapproval of the annexation was duly provided pursuant to RCW 35A.14.130 and Chapter 15.220 ECC; and

WHEREAS, on March 26, 2026 the Planning Commission of the City of Ellensburg, Washington conducted a public hearing on the proposed annexation, and following such hearing unanimously recommended City Council approve the annexation request as presented to the Ellensburg City Council; and

WHEREAS, on April 6, 2026, the Ellensburg City Council reviewed all documentation associated with this annexation petition, conducted a public hearing on the proposed annexation in accordance with RCW 35A.14 providing opportunity for interested persons to appear and voice approval or disapproval; and

WHEREAS, following said hearing the City Council determined to effect the annexation of the territory described in Section 1 of this ordinance, finding that the petition for annexation met the applicable requirements, and that the best interests of the City of Ellensburg, Washington, will be served by the annexation and that it is appropriate to good government of the City of Ellensburg, Washington, and therefore accepted the petition for annexation pursuant to RCW 35A.14.120 and Chapter 15.360 of the Ellensburg City Code; and

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

Section 1. Annexation. The following described parcels are hereby annexed to and made a part of the City of Ellensburg, Washington, to wit:

Parcel # 631033, commonly known as 1830 Highway 97 and legally described as:

That portion of the Northwest Quarter of the Southeast Quarter of Section 28, Township 18 Birth, Range 18 East, W.M., in County of Kittitas, State of Washington, which is bounded by a line described as follows:

Beginning at the Southeast corner of said Northwest Quarter of the Southeast Quarter; thence West along the South boundary of said Northwest Quarter of the Southeast Quarter, 973.8 feet to the true point of beginning; thence North 9 °38' East, 785.94 feet to the South boundary of the right of way of the Burling Northern Railroad; thence North 47 °58' West, 75.00 feet; thence South 42 °02' West, 25.feet; thence North 47 °58' West, 507.64 feet to the East right of way line of Desmond Road; thence South 2 °58'40" East along said right of way, 942.94 feet; thence South 1 °33'20" West along said right of way, 205.23 feet; thence East 273.70 feet to the true point of beginning.

EXCEPT the right of way of the Burlington Northern Railroad.

Section 2. Assessment and Taxation. All property within the territory so annexed shall be assessed and taxed at the same rate and on the same basis as other property of the City of Ellensburg, Washington is assessed and taxed to pay for any outstanding indebtedness of the City of Ellensburg, Washington as presently adopted or as is hereafter amended.

Section 3. Comprehensive Plan Designation. All property within the territory so annexed shall be subject to and a part of the Comprehensive Plan of the City of Ellensburg, Washington as presently adopted or as is hereinafter amended, at the time of annexation being Light Industrial.

Section 4. Land Use Designation and Zoning. All property within the territory so annexed shall be hereby zoned Light Industrial (I-L).

Section 5. Transmittal and Filing. The Ellensburg City Clerk is directed to file a certified copy of this ordinance with the Kittitas County Board of County Commissioners.

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

Section 7. Corrections. Upon the approval of the City Attorney, the City Clerk and the codifiers of this ordinance are authorized to make necessary corrections to this ordinance, including but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, sections/subsections numbers and any references thereto.

Section 8. Effective Date. This ordinance shall take effect and be in full force five (5) days after its passage, approval and publication.

The foregoing ordinance was first read at a regular meeting of the City Council on 6th of April, 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. 4985 is a true and correct copy of said Ordinance of like number as the same was passed by said Council, and that Ordinance No. 4985 was published as required by law.

Exhibit A: Annexation of Parcel 631033



RECEIVED
NOV 26 2025
COMMUNITY DEVELOPMENT



Notice of Intention to Annex

PF-04
FORM

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

NOTICE OF INTENTION TO COMMENCE ANNEXATION TO THE CITY OF ELLENSBURG, WASHINGTON

TO: THE CITY COUNCIL OF THE CITY OF ELLENSBURG, WASHINGTON

The undersigned, representing the ownership of more than ten percent of the acreage of the real property for which annexation is sought, as more particularly described below, hereby gives notice to the City Council of the City of Ellensburg, Washington, of their intent to commence annexation proceedings.

The City Council of the City of Ellensburg is hereby requested to set a date not later than 60 days after the date this NOTICE OF INTENTION is filed with the Community Development Department for a meeting with the initiating party to determine whether the city will accept, reject, or geographically modify the proposed annexation, whether it will require the simultaneous adoption of a proposed zoning regulation, and whether it will require the assumption of all or any portion of existing city indebtedness by the area sought to be annexed.

Information regarding real property for which annexation is sought:

1830 HWY 97, Ellensburg, WA 98926
(Street address of property) *(City, State, Zip Code)*

631033 7.86 acres

(Parcel Number) *(Acreage)*

PTN NW1/4 SE1/4; SEC 28, TWP 18, RGE 18
(Legal)

Respectfully submitted:

Brandon Drexler

(Printed Name of Initiator of Annexation)

700 E. Mt. View Ave., Suite 504, Ellensburg, WA 98926
(Petitioner's Address) *(City, State, Zip Code)*

509-925-9747 11/26/2025

(Phone number) *(Date Signed)*

*** List this same information for all signers representing the ownership of at least 10% of the most recent assessed valuation of the real property for which annexation is sought. Attach additional sheets, as necessary.*

*** Provide a location map identifying the area you are requesting to be annexed.*

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Bob D

(Signature of Petitioner)

BRANDON DREXLER

(Printed Name of Petitioner)

700 E. MT. VIEW AVE, STE #504, ELLENSBURG, WA 98926

(Petitioner's Address)

(City, State, Zip Code)

509-925-9747

(Phone number)

11/26/2025

(Date Signed)

(Signature of Petitioner)

(Printed Name of Petitioner)

(Petitioner's Address)

(City, State, Zip Code)

(Phone number)

(Date Signed)

(Signature of Petitioner)

(Printed Name of Petitioner)

(Petitioner's Address)

(City, State, Zip Code)

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(Printed Name of Petitioner)

(Petitioner's Address)

(City, State, Zip Code)

(Phone number)

(Date Signed)

(Signature of Petitioner)

(Printed Name of Petitioner)

(Petitioner's Address)

(City, State, Zip Code)

(Phone number)

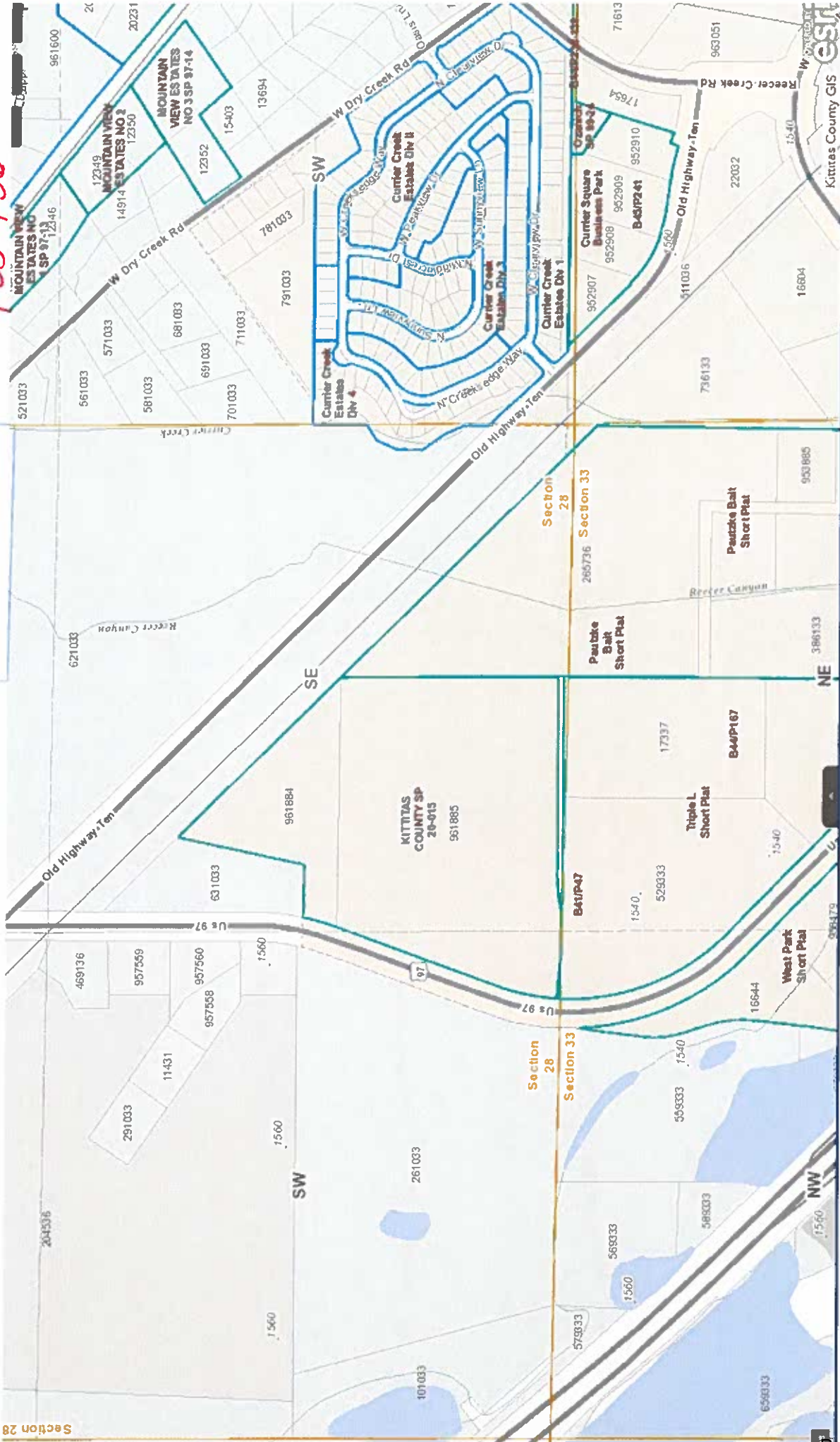
(Date Signed)

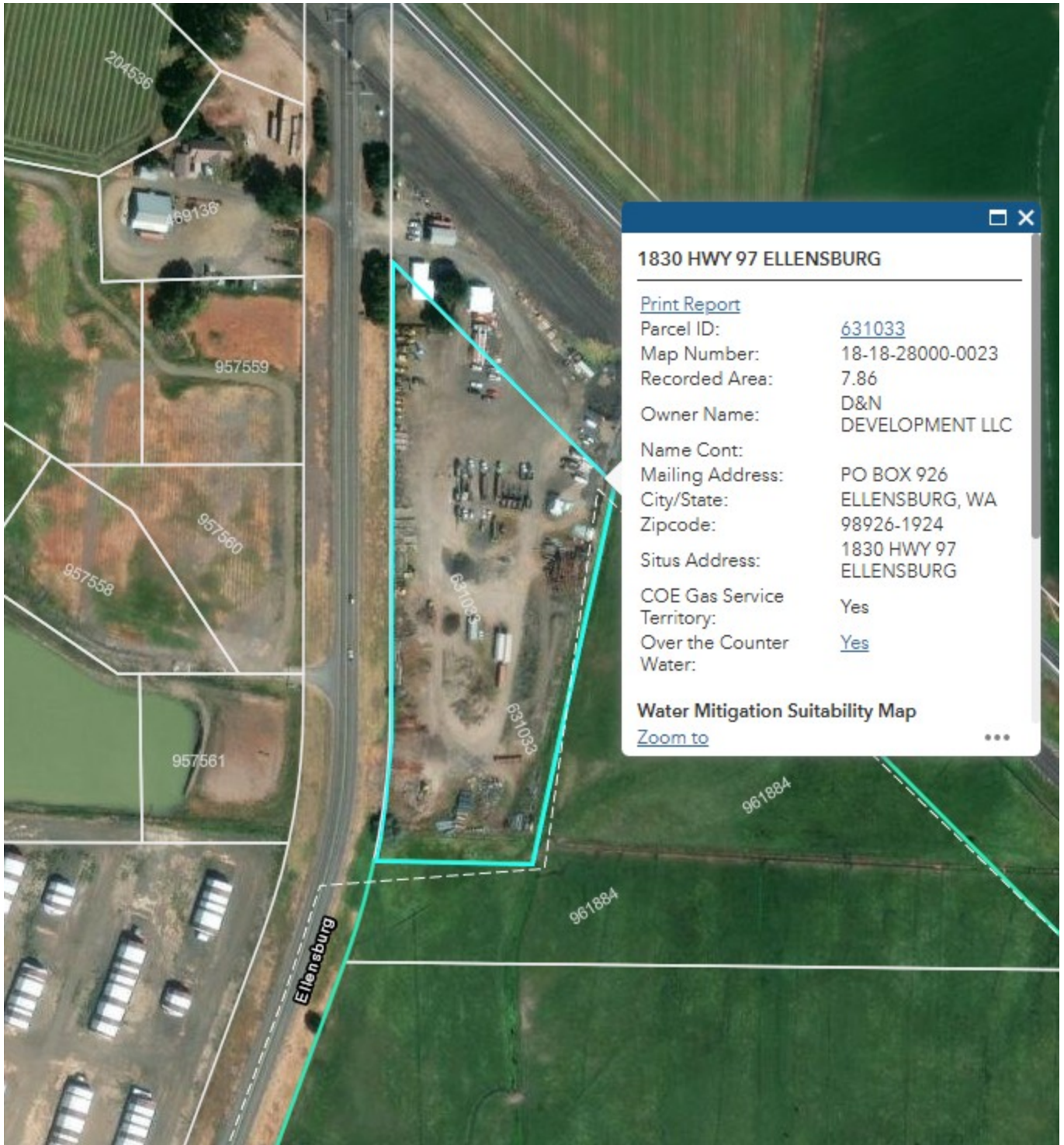
P25-136

RECEIVED

NOV 20 2025

COMMUNITY DEVELOPMENT







CITY OF ELLENSBURG

Minutes of City Council, Regular Meeting

Date of Meeting

December 15, 2025

Time of Meeting

7:00 PM

Place of Meeting

**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 Hoefer, 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

P25-136



Petition For Annexation

RECEIVED
JAN 23 2026
COMMUNITY DEVELOPMENT

PF-02
FORM

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

PETITION FOR ANNEXATION TO THE CITY OF ELLENSBURG, WASHINGTON

TO: The City Council
City of Ellensburg
501 North Anderson
Ellensburg, Washington

WE, the undersigned, being the owners of not less than sixty percent in value (according to the assessed valuation for general taxation), of the real property described on Exhibit "A" attached hereto, lying contiguous to the City of Ellensburg, Washington, do hereby petition that such territory be annexed to and made a part of the City of Ellensburg under the provisions of RCW 35A.14.120, et seq., and any amendments thereto, of the State of Washington.

The territory proposed to be annexed is within Kittitas County, Washington, and is described in Exhibit "A", attached hereto. Exhibit "A" includes the full legal description(s) of each property proposed to be annexed.

WHEREFORE, the undersigned respectively petition the Honorable City Council and ask:

(a) That appropriate action be taken to entertain this petition, fixing a date for a public hearing, causing notice to be published and posted, specifying the time and place of such hearing, and inviting all persons interested to appear and voice approval or disapproval of such annexation; and

(b) That following such hearing, the City Council determine by Ordinance that such annexation shall be effective; and that property so annexed shall become a part of the City of Ellensburg, Washington, subject to its laws and ordinances then and thereafter in force.

The Petitioners subscribing hereto agree "...that all property within the territory hereby sought to be annexed shall be assessed and taxed at the same rate and on the same basis as property within the City of Ellensburg for any now outstanding indebtedness of said City, including assessments or taxes in payments of any bonds issued or debts contracted, prior to or existing at the date of annexation, and that simultaneous adoption of proposed zoning regulations be required" in accordance with the requirements of the City Council of said City, and as quoted herein from the minute entry of the records of said City Council meeting of 12/15/2025.

This petition is accompanied and has attached hereto as Exhibit "B" a diagram, which outlines the boundaries of the property sought to be annexed.

These pages are a group of pages containing an identical text and prayer intended by the signers of this petition to be presented and considered as one petition and may be filed with other pages containing additional signatures which cumulatively may be considered as a single petition.

WARNING: Every person who signs this petition with any other than his true name, or who knowingly signs more than one of these petitions, or signs a petition seeking an election when he is not a legal voter, or signs a petition when he is otherwise not qualified to sign, or who makes herein any false statement, shall be guilty of a misdemeanor.

PRAYER OF PETITION: (1) Annexation of area described in Exhibits "A" and "B", and (2) Assumption of indebtedness of

5305 50

the City of Ellensburg, and (3) Adoption of the City of Ellensburg Comprehensive Zoning Plan.

Brian Drexler P.O. Box 924 Ellensburg WA 98926
OWNER'S SIGNATURE ADDRESS

Brian Drexler 1/23/2026
PRINTED NAME DATE SIGNED

➤ [Signature] 1930 Umpquom Rd, Ellensburg, WA 98926
OWNER'S SIGNATURE ADDRESS

BRYAN NELSON 1/23/2026
PRINTED NAME DATE SIGNED

➤ _____
OWNER'S SIGNATURE ADDRESS

PRINTED NAME DATE SIGNED

➤ _____
OWNER'S SIGNATURE ADDRESS

PRINTED NAME DATE SIGNED

➤ _____
OWNER'S SIGNATURE ADDRESS

PRINTED NAME DATE SIGNED

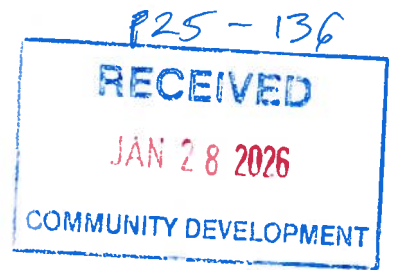


EXHIBIT A

1830 HWY 97, ELLENSBURG, WA

TAX PARCEL NO. 631033

LEGAL DESCRIPTION:

THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M., IN COUNTY OF KITTITAS, STATE OF WASHINGTON, WHICH IS BOUNDED BY A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE WEST ALONG THE SOUTH BOUNDARY OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, 973.8 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 9 DEGREES 38' EAST, 785.94 FEET TO THE SOUTH BOUNDARY OF THE RIGHT OF WAY OF THE BURLINGTON NORTHERN RAILROAD; THENCE NORTH 47 DEGREES 58' WEST, 75.00 FEET; THENCE SOUTH 42 DEGREES 02' WEST, 25.00 FEET; THENCE NORTH 47 DEGREES 58' WEST, 507.64 FEET TO THE EAST RIGHT OF WAY LINE OF THE DESMOND ROAD; THENCE SOUTH 2 DEGREES 58.40' EAST ALONG SAID RIGHT OF WAY, 942.94 FEET; THENCE SOUTH 1 DEGREE 33'20" WEST ALONG SAID RIGHT OF WAY, 205.23 FEET; THENCE EAST 273.70 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPT THE RIGHT OF WAY OF THE BURLINGTON NORTHERN RAILROAD.

END OF EXHIBIT A

P25-136

RECEIVED

JAN 28 2026

COMMUNITY DEVELOPMENT

EXHIBIT B

1830 HWY 97, ELLENSBURG, WA
TAX PARCEL NO. 631033

21
28

C/L HWY 97
(WF LINE)

TPN 631033

C/L BNSF RAILROAD

C/L HWY 10

Mark Rud

From: Mark Rud
Sent: Friday, January 30, 2026 2:36 PM
To: bryan.elliott@co.kittitas.wa.us
Subject: Certification of Petition for Annexation - Parcel 631033
Attachments: P25-136 Annexation - Revised Petition.pdf; P25-136 Annexation - Exhibit A Legal.pdf; P25-136 Annexation - Exhibit B Diagram.pdf; Ellensburg City Council Minutes 12.15.2025.pdf

Good afternoon, Mr. Elliott. Attached find a Petition for Annexation to the City of Ellensburg for Kittitas County Parcel ID 631033, a 7.86-acre parcel at 1830 Hwy 97. I have also attached signed Minutes from the City Council’s December 15, 2025 meeting approving commencement of annexation proceedings – see Page 3, Item 11.C.

This is submitted to the Kittitas County Auditor’s office for sufficiency certification pursuant to RCW 35A.01.040(4).

Let me know if you have any questions or need additional information.

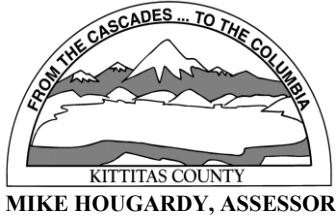
Best,

Mark Rud (*he/him/his*) | **Associate Planner**
(509) 962-7235 | rudm@ellensburgwa.gov
501 N. Anderson St, Ellensburg, WA 98926



Confidentiality Notice: This e-mail may contain confidential and privileged information. If you have received this message by mistake, please notify me immediately by replying to this message or telephoning me, and do not review, disclose, copy or distribute.

Advisory: Please be advised the City of Ellensburg is required to comply with the Public Records Act, Chapter 42.56 RCW. This act establishes a strong state mandate in favor of disclosure of public records. Therefore, the information you submit to the City via email, including personal information, may ultimately be subject to disclosure as a public record.



Kittitas County Assessor

205 W 5th Avenue, Suite 101 • Ellensburg, WA 98926-2887
Phone (509) 962-7501
Upper County Toll-Free 674-2584
www.co.kittitas.wa.us/assessor

February 3, 2026

City of Ellensburg
Community Development Department
501 N Anderson St
Ellensburg WA 989256

RE: Proposed Annexation Petition, P25-136
Parcels: 631033

To whom it may concern,

I, Mike Hougardy, as Assessor of Kittitas County, Washington, Hereby Certify that the parcels legally described and mapped in the proposed annexation, P25-136 received by this office 2/2/2026 have been verified regarding legal description and corresponding owner of record.

If you have any questions, please contact Haley Mercer at 509-962-7633
haley.mercer@co.kittitas.wa.us.

Sincerely,

Mike Hougardy
Kittitas County Assessor

Sent via email to:
Mark Rud rudm@ellensburgwa.gov



COMMUNITY DEVELOPMENT DEPARTMENT

501 N. Anderson St., Ellensburg WA 98926
 Land Use Permitting (509) 962-7231 Construction Permitting (509) 962-7239
 comdev@ci.ellensburg.wa.us permits@ci.ellensburg.wa.us

AFFIDAVIT OF POSTING

Per RCW 35A.14.130 and Ellensburg City Code 15.220.050, Petitioners for Annexation are required to have notice boards posted at no fewer than three (3) public places within the territory proposed for annexation. Per ECC 15.220.050, the following shall apply:

1. The posting of a weather-resistant sign or signs on the subject property, visible to members of the public who may be passing on nearby public rights-of-way and free from obstructions.
2. Three (3) signs shall be posted on the property along its frontage with the SR-97 right-of-way in separate locations.
3. **The responsibility for the posting of the sign or signs shall be upon the project applicant or his or her agent.**
4. The sign matrix provided by Planning Dept. Staff, shall be made into a sign or signs at least two feet by three feet (2' x 3') in size.

DATE: March 5, 2026	PLANNER: Mark Rud, Associate Planner
PROJECT NAME AND SUMMARY: D&N Development LLC Petition for Annexation	FILE NUMBER: P25-136

PLEASE COMPLETE THE FOLLOWING:

I, BRANDON DREXLER, certify that I am the landowner and/or authorized agent responsible for the posting of this land use project site and further certify that the site has been posted as required by Ellensburg City Code. I understand that the that sign(s) must be posted no later than March 12, 2026 and remain posted until the ending of the appeal period on the final decision by the City Council. **Failure to post the site by March 12, 2026, or to return this form and photographs to Community Development by March 19, 2026, will result in re-issuing the notices for the project.**

Brandon Drexler
 Signature

March 10th, 2026

Please return the above affidavit and photograph(s) of the posted notice sign board(s) to: Associate Planner Mark Rud via email to rudm@ellensburgwa.gov; Fax to 509-962-8655; or mail or delivery to Community Development Dept, City Hall, 501 N Anderson St, Ellensburg, WA 98926.



LAND USE ACTION

NOTICE OF PUBLIC HEARINGS FOR AN ANNEXATION PETITION AND ZONING

The City of Ellensburg has received a Petition for Annexation (P25-126) - submitted by Brandon Greiner and Bryan Moser of property owner DM Development LLC. The proposed 7.8-acre parcel is located at 1830 Highway 81, Parcel ID # 01103, just north of the Lewis County Transfer Station and within the unincorporated Union Growth Area. Consistent with the Ellensburg Comprehensive Plan and Ellensburg City Code (ECC) 15.300.010, upon annexation the parcel would be zoned Light Industrial (LI).

Notice is hereby given that the Ellensburg Planning Commission will hold an Open Record Public Hearing during its regular meeting to provide a recommendation on the Petition on Thursday, March 15, 2018 at 10:00 AM at Ellensburg City Hall, 301 N. Appleton St., Room 301, Ellensburg, WA 98926. A public hearing will be held on the Petition on Thursday, March 15, 2018 at 10:00 AM at Ellensburg City Hall, 301 N. Appleton St., Room 301, Ellensburg, WA 98926. Information will be available via Zoom: <https://zoom.us/j/333299972> (Meeting ID: 333299972; Meeting Password: 11111).

Notice is also hereby given that the Ellensburg City Council will hold an Open Record Public Hearing on the Petition and Zoning during subsequent regular meetings, tentatively on Monday, April 9, 2018 at 7:00pm, and on Monday May 14, 2018 at 7:00pm, both at Ellensburg City Hall, 301 N. Appleton St., Ellensburg, WA 98926. Information will be available via Zoom: <https://zoom.us/j/333299972> (Meeting ID: 333299972; Meeting Password: 11111).

For the Planning Commission hearing on Thursday, March 15, 2018 written comments may be submitted by mail, email, or hand delivered to the City Clerk, 301 N. Appleton St., Ellensburg, WA 98926. For City Council, written comments must be received by 5:00 PM on Monday, April 9, 2018, and on Monday May 14, 2018 at 7:00pm, and by 5:00 PM on Wednesday, May 16, 2018 for the May 16, 2018 hearing. Written comments may be obtained at www.ellensburgwa.gov or by calling the City Clerk at 509.928.2222. Staff Contact: Mark Ruff, Assessor/Planner, markruff@ellensburgwa.gov, 509.928.2222. Mailing Address: Community Development Dept., 501 S. Anderson St., Ellensburg, WA 98926.



▲ DANGER
KEEP OUT OF
TURNING AREA

BELSAAS
&
SMITH

2X6
200

**CITY OF ELLENSBURG
NOTICE OF ANNEXATION PETITION & RESCHEDULED PUBLIC HEARINGS**

Notice is hereby given that the City of Ellensburg has received a Petition for Annexation requiring public hearings. You are invited to comment on this proposal. This revised Notice being published to reschedule the Planning Commission hearing on this matter to Thursday, March 26, 2026 at 5:45pm. All other information contained in a previous notice published February 26, 2026 is the same.

Date of Petition: January 28, 2026

Certification of Sufficiency: February 3, 2026

Public Notice of Petition and Hearings: February 26, 2026

Notice of Rescheduled Planning Commission Hearing: March 7, 2026

Comment Due Dates: SEE BELOW

Planning Commission Recommendation: March 26, 2025 at 5:45pm

City Council Decision: Monday, April 6, 2026 at 7:00pm, AND Monday, May 18, 2026 at 7:00pm

Annexation Location: 1830 Highway 97, Parcel ID # 631033 (7.86 acres)

Petitioners: Brandon Drexler and Bryan Nelson of property owner D&N Development LLC

Petition Description: P25-136; Petitioners seek annexation of the property under the direct petition method authorized by Chapter 35A.14, RCW. The unplatted parcel is located just north of the Lower County Transfer Station and within the City of Ellensburg's unincorporated Urban Growth Area. Consistent with the Ellensburg Comprehensive Plan and Ellensburg City Code (ECC) 15.360.010, upon annexation the parcel would be zoned Light Industrial (I-L).

Notice is hereby given that the Ellensburg Planning Commission will hold an Open Record Public Hearing during a regular meeting to provide a recommendation on the Petition on Thursday, March 26, 2026 at 5:45pm, held in a hybrid format both in-person at Ellensburg City Hall (501 N Anderson St) and with virtual participation options via Zoom using this link: <https://us02web.zoom.us/j/85333999074?pwd=oDCRa8zmp3cQfztbLAJ9cdK0keN6Na.1>
Meeting ID: 853 3399 9074 / Passcode: 707763

Notice is also hereby given that the Ellensburg City Council will hold two separate Open Record Public Hearings on the Petition and Zoning during subsequent regular meetings, tentatively on Monday, April 6, 2026 at 7:00pm, and on Monday, May 18, 2026 at 7:00pm, both at Ellensburg City Hall. Remote meeting participation is available, and information will be published to interactive meeting agendas prior to the Council meetings, at <https://ci.ellensburg.wa.us/1184/Agendas-Minutes>.

Written comments for the March 26, 2026 Planning Commission Hearing must be received

by mail, email, or hand delivery by 5:00pm on Thursday, March 19, 2026. For City Council, written comments must be received by 5:00pm on Wednesday, March 25, 2026 for the April 6, 2026 Hearing; and by 5:00pm on Wednesday, May 6, 2026 for the May 18, 2026 Hearing.

Petition documents can be obtained from the Community Development Department upon request, and are also available online at <https://www.ci.ellensburg.wa.us/623/Public-NoticesCurrent-Projects>.

Staff contact: Mark Rud, Associate Planner, rudm@ellensburgwa.gov, (509) 962-7235

Mailing & Physical Address: Community Development Dept., 501 N Anderson St, Ellensburg, WA 98926

Please Publish: **Saturday, March 7, 2026**



COMMUNITY DEVELOPMENT DEPARTMENT
501 N. Anderson St., Ellensburg WA 98926
(509) 962-7231 comdev@ci.ellensburg.wa.us

NOTICE OF ANNEXATION PETITION & PUBLIC HEARINGS (Rescheduled)

Notice is hereby given that the City of Ellensburg has received a Petition for Annexation requiring public hearings that may be of interest to you. You are invited to comment on this proposal. **This revised Notice being sent solely to reschedule the Planning Commission hearing on this matter to Thursday, March 26, 2026 at 5:45pm. All other information contained in a previous notice (dated February 26, 2026) is the same.**

Date of Petition: January 28, 2026

Certification of Sufficiency: February 3, 2026

Public Notice of Petition and Hearings: February 26, 2026

Notice of Rescheduled Planning Commission Hearing: March 6, 2026

Comments Due Date: March 19, 2026 at 5:00pm / March 25, 2026 at 5:00pm / May 6, 2026 at 5:00pm (see below)

Planning Commission Recommendation: Thursday, March 26, 2026 at 5:45pm – City Hall & Zoom (info below)

City Council Decision (Tentative): Monday, April 6, 2026 at 7:00pm, AND Monday, May 18, 2026 at 7:00pm – City Hall & Zoom (info below)

Petition Description: P25-136 – D&N Development LLC Annexation

Annexation Location: 1830 Highway 97, Parcel # 631033 (7.86 acres)

Petitioners: Brandon Drexler and Bryan Nelson of property owner D&N Development LLC

Overview: Petitioners seek annexation of the property under the direct petition method authorized by Chapter 35A.14, RCW. The unplatted parcel is located just north of the Lower County Transfer Station and within the City of Ellensburg's unincorporated Urban Growth Area. Consistent with the Ellensburg Comprehensive Plan and Ellensburg City Code (ECC) 15.360.010, upon annexation the parcel would be zoned Light Industrial (I-L).

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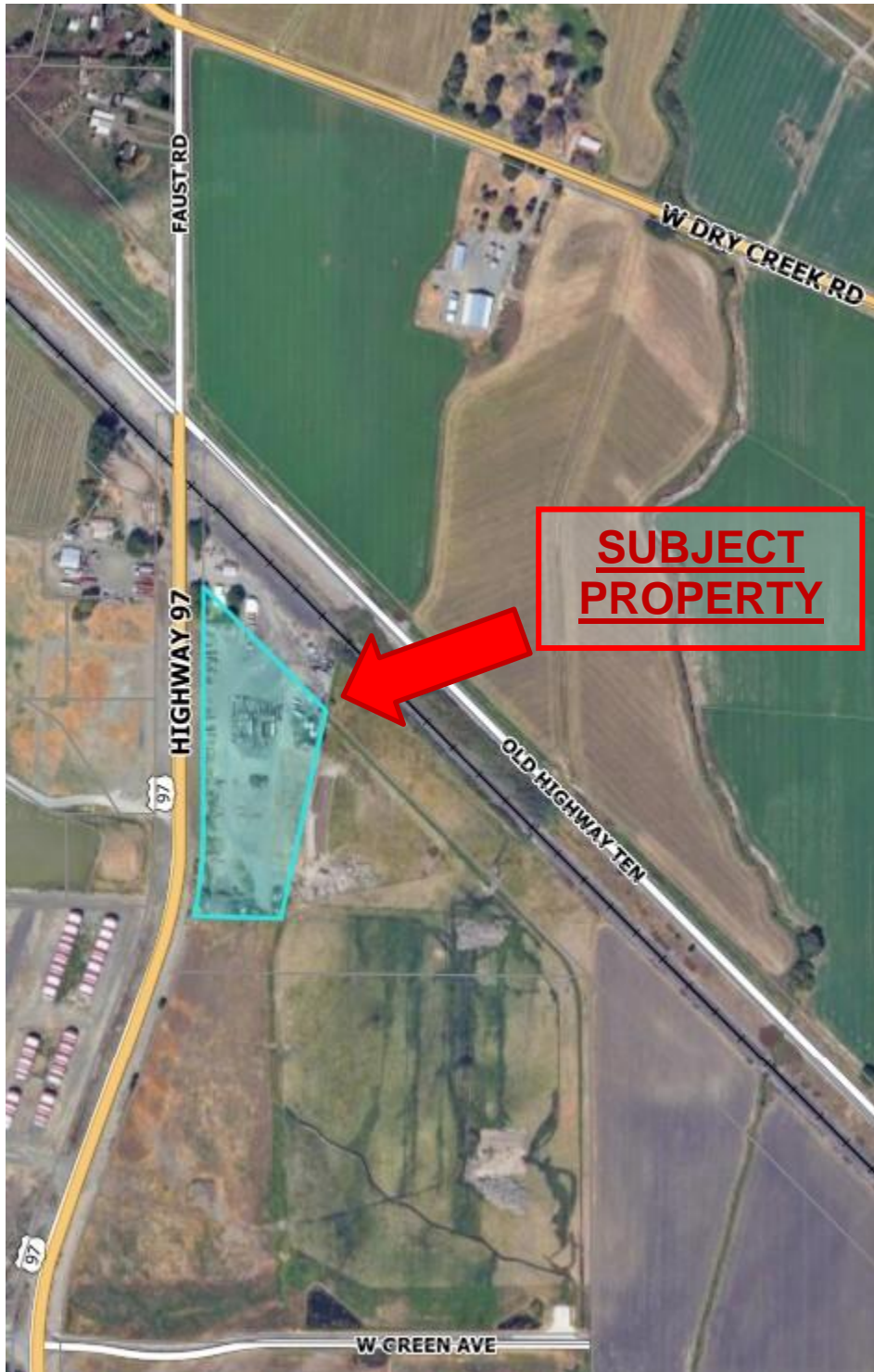
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Petition documents can be obtained from the Community Development Department upon request, and are also available online at <https://www.ci.ellensburg.wa.us/623/Public-NoticesCurrent-Projects>.

Staff Contact: Mark Rud, Associate Planner, rudm@ellensburgwa.gov, (509) 962-7235

Mailing & Physical Address: Community Development Dept., 501 N Anderson St, Ellensburg, WA 98926




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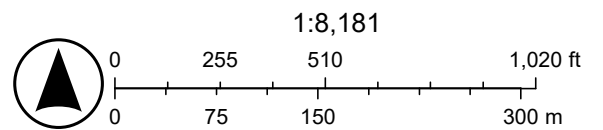


Ellensburg City Limits and Urban Growth Area



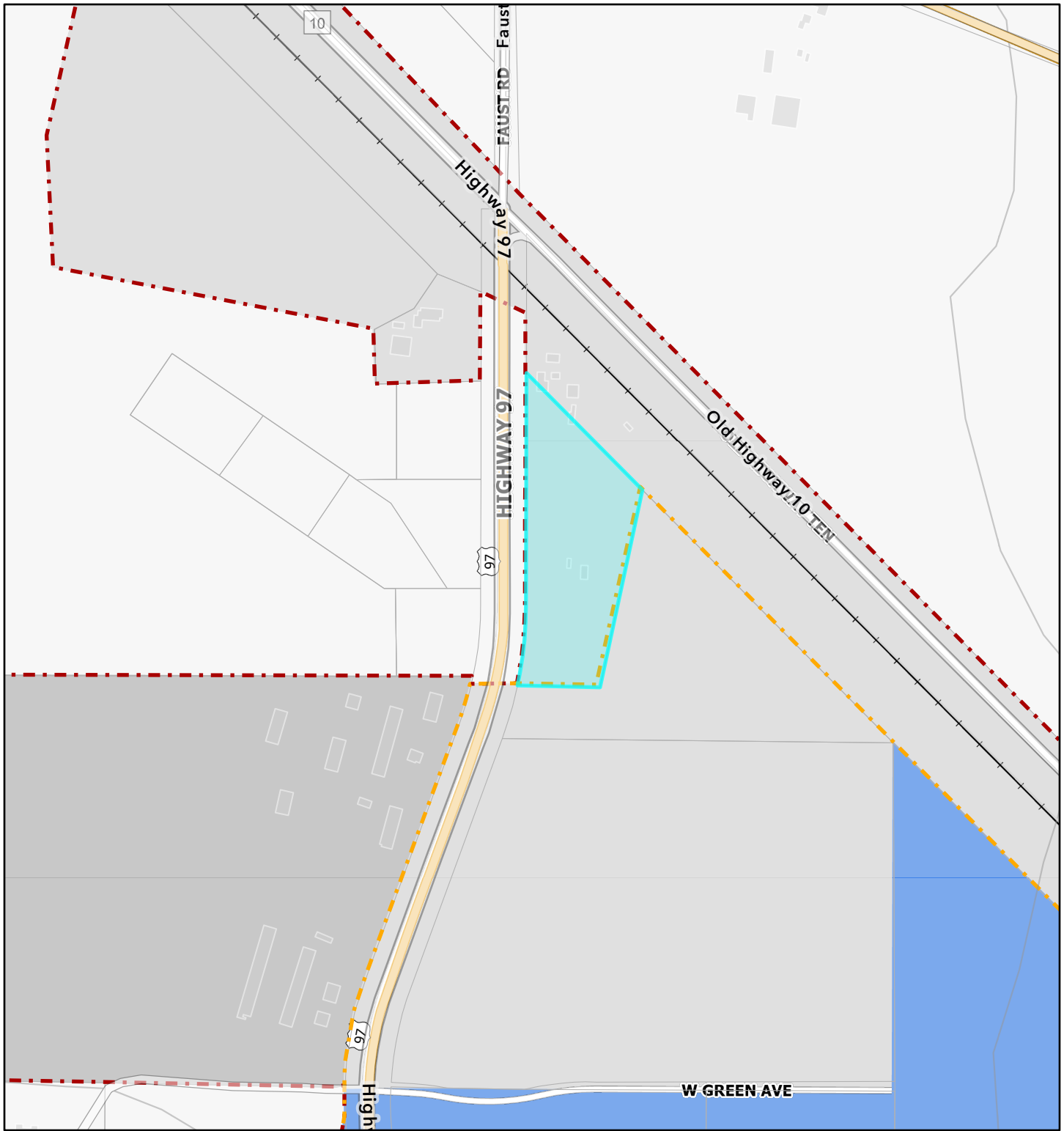
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-  Urban Growth Area
-  Tax Parcel Query (COMPAS)
-  Railroad



Google Maps

Future Land Use Map

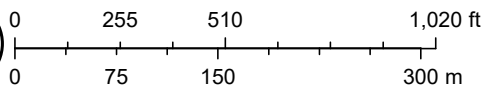


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- Urban Growth Area
- Tax Parcel Query (COMPAS)
- Railroad

Land Use Designations

- Community mixed use
- Light industrial
- Heavy industrial



1:8,181

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

Table 7. Future Land Use- Zoning Conversion Table	
Future Land Use	Zoning Options
Residential Neighborhood	Residential Suburban (R-S)
	Residential Low (R-L)
	Residential Medium (R-M)
	Residential High (R-H)
	Residential Office (R-O)
	Commercial Neighborhood (C-N)
Blended Residential Neighborhood	Residential Low (R-L)
	Residential Medium (R-M)
	Residential High (R-H)
	Commercial Neighborhood (C-N)
Urban Neighborhood	Residential High (R-H)
	Residential Office (R-O)
	Commercial Neighborhood (C-N)
Neighborhood Mixed Use	Residential Medium (R-M)
	Residential High (R-H)
	Residential Office (R-O)
	Commercial Neighborhood (C-N)
Community Mixed Use	Residential Medium (R-M)
	Residential High (R-H)
	Residential Office (R-O)
	Neighborhood Center (NCMU)
	Regional Center Mixed Use (RCMU)
	Commercial Highway (C-H)
Neighborhood Commercial	Commercial Neighborhood (C-N)
	Residential Office (R-O)
Mixed Business Park	Industrial Light (I-L)
	Commercial Highway (C-H)
	Regional Center Mixed Use (RCMU)
Urban Center	Central Commercial (C-C)
	Central Commercial II (C-CII)
General Commercial and Services	Commercial Highway (C-H)
Light Industrial	Industrial Light (I-L)
Heavy Industrial	Industrial Heavy (I-H)
Industrial Residential	Industrial Light (I-L)
Public Institutional	Public Reserve (P-R)
Open Space (Private)	Public Reserve (P-R)
Parks and Open Space (Public)	Public Reserve (P-R)



Meeting Date: April 6, 2026
City of Ellensburg
City Council Agenda Report

Agenda Subject: Second Reading of Ordinance 4982 Amending Ellensburg City Code Chapter 1.88-Access, Advocacy, Equity, and Engagement Commission (Public Comment Opportunity)

Submitted by: Heidi Behrends Cerniwey, City Manager

Department: City Attorney

Suggested Motion/Action:

Move to conduct second reading and adoption of Ordinance 4982 amending Ellensburg City Code Chapter 1.88 regarding the name, role, duties, and responsibilities of the Diversity, Equity, and Inclusion Commission.

Background/Summary:

City Council created the Diversity, Equity, & Inclusion ("DEI") Commission in March 2021. The purpose of the Commission is set forth in ECC 1.88.010, which currently states "The purpose of the DEI commission is to assist the city council in promoting diversity, equity and inclusion in the city of Ellensburg through action, education, and guidance."

One of the Commission's primary responsibilities is outlined in ECC 1.88.060(C), which is to, "...review and recommend amendments that incorporate the values of diversity, equity and inclusion into the city of Ellensburg comprehensive plan," among others. As such, the DEI Commission, shortly after it was formed, worked with staff to develop a new Comprehensive Plan chapter ("Chapter 9 Diversity, Equity & Inclusion"), which was adopted by Council as Ordinance 4882 on December 20, 2021.

In March 2025, the City received approximately 308 applications generally requesting to amend Ellensburg's Comprehensive Plan and remove Chapter 9, Diversity, Equity, & Inclusion. This item was docketed for consideration as Amendment 25-02.001-250.02.308, under the annual amendment process as outlined by ECC 15.250.090. Staff's recommendation to docket 25-02.001-.308 included a request to gather additional information and possible direction from the public, by way of three planned community outreach events. Staff was to bring the results and information from these events back to Council for further direction and next steps.

On October 20, 2025, staff presented the results of the public outreach regarding 25-02.001-.308, which included two Community Conversations and a Braver Angels Common Ground Workshop. Staff presented common themes, observational analysis, and six possible next steps in addressing the Chapter 9 request, and requested guidance from Council based on the new information. Council discussed the need to update the chapter in the near term to address possible legal concerns raised by the public and to ensure compliance with federal requirements, as well as realistic timelines. Council ultimately adopted a revised version of

Chapter 9 - "Access, Engagement, & Belonging," at the Council meeting on December 15, 2025.

On February 17, 2026, Council provided direction to staff to draft an ordinance containing revisions to Chapter 1.88 of the Ellensburg City Code, regarding the name, purpose, duties, activities, and priorities of the DEI Commission, for consideration at a future Council meeting.

Previous Council Action:

Ordinance 4871 was adopted by Council on March 1, 2021 – which created the Diversity, Equity and Inclusion (DEI) Commission and added Chapter 1.88 Diversity, Equity and Inclusion Commission to Ellensburg City Code (ECC). Ordinance 4916, adopted on May 15, 2023, amended ECC 1.88.010 to expand the Commission to nine (9) members.

On January 20, 2026, Council and the DEI Commission held a joint study session to discuss and provide direction on the purpose, duties, activities, and priorities of the DEI Commission found in ECC Chapter 1.88.

On February 17, 2026, Council provided direction to staff to draft an ordinance containing revisions to ECC Chapter 1.88 regarding the name, purpose, duties, activities, and priorities of the DEI Commission, for consideration at a future Council meeting.

On March 16, 2026, Council conducted first reading of Ordinance 4982. At the meeting, Council approved the name "Access, Advocacy, Engagement, and Equity" commission, along with some other edits to the draft ordinance.

Analysis:

Through community conversations and public testimony around the 2025 Comprehensive Plan update activities, focused around Chapter 9, there emerged differing opinions and misunderstandings of the role, duties, actions, and responsibility of the Diversity, Equity, and Inclusion Commission, codified in ECC Chapter 1.88. The DEI Commission itself has requested Council direction in identifying priorities for their work plan. The draft revision to ECC Chapter 1.88 provides additional clarity, direction, and purpose of the commission, as directed by Council at their February 17, 2026 meeting.

The draft revision also incorporates results of the Common Ground Workshop. Some agreed values from the Common Ground Workshop were:

- Value strengthening community through social engagement and respect.
- Value accessibility as a community in terms of language, financial, and physical (jobs, decent place to live, transportation, playgrounds, etc.).
- Value community that includes people of many backgrounds and lived experiences.

In addition to providing additional clarity, direction, and purpose to the commission, the draft revision to ECC Chapter 1.88 also addresses legal guidance from the federal government. Since January 2025, the new federal administration has provided policy direction for DEI programs. Several guidance documents include, but are not limited to:

- Executive Order 14173-“Ending Illegal Discrimination and Restoring Merit-Based Opportunity” (dated January 21, 2025);

- Letter from U.S. Department of Transportation Secretary Sean P. Duffy, addressed “To All Recipients of U.S. Department of Transportation Funding” (dated April 24,2025); and
- Memo from U.S. Attorney General Pamela Bondi –“Guidance for Recipients of Federal Funding Regarding Unlawful Discrimination” (dated July 29, 2025).

These federal guidance documents generally indicate the legal landscape around diversity, equity, and inclusion (DEI) is continuing to change at the state and federal levels.

The draft revisions to ECC Chapter 1.88-Diversity, Equity and Inclusion Commission, were presented to the DEI Commission at their March 10, 2026 meeting. The DEI Commission generally requested minor edits to the draft, which are incorporated into the draft presented to Council. However, the DEI Commission also requested adding the word "Equity" to the proposed name of the commission.

At the March 16, 2026 Council meeting, Council approved the name "Access, Advocacy, Engagement, and Equity" commission, along with some other edits to the draft ordinance. Staff have made those edits to the attached draft Ordinance 4982. Also attached, for easier review, is a clean draft of the proposed revisions to ECC Chapter 1.88.

Financial Impact:

Council has provided \$10,000 annually, since 2023 to fund activities of the DEI Commission. Council has approved a spending plan proposed by the Commission for 2023-2025. To date, no plan has been proposed for the budgeted \$10,000 appropriated for 2026.

Budget Adjustment: No

Attachments:

1. Ordinance 4982 - Amending Chapter 1.88 (Second Reading)
2. Ordinance 4982 - Amending Chapter 1.88 (Second Reading) Clean

ORDINANCE NO. 4982

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ELLENSBURG, WASHINGTON, AMENDING CHAPTER 1.88 DIVERSITY, EQUITY AND INCLUSION COMMISSION OF THE ELLENSBURG CITY CODE.

WHEREAS, City Council created the Diversity, Equity, & Inclusion ("DEI") Commission in March 2021, codified in ECC Chapter 1.88.

WHEREAS, through community conversations and public testimony around the 2025 Comprehensive Plan update activities, focused around Chapter 9, there emerged differing opinions and misunderstandings of the role, duties, actions, and responsibility of the DEI Commission.

WHEREAS, since January 2025, the new federal administration has provided policy direction for DEI programs, and the legal landscape around DEI is continuing to change at the state and federal levels.

WHEREAS, on January 20, 2026, Council and the DEI Commission held a joint study session to discuss and provide direction on the purpose, duties, activities, and priorities of the DEI Commission found in Chapter 1.88 of Ellensburg City Code.

WHEREAS, on February 17, 2026, Council provided direction to staff to draft an ordinance containing revisions to Chapter 1.88 of the Ellensburg City Code, regarding the name, purpose, duties, activities, and priorities of the DEI Commission, for consideration at a future Council meeting.

WHEREAS, on March 16, 2026, Council conducted first reading of Ordinance No. 4982, and directed staff to revise the draft ordinance to reflect the new name of the commission, which is the "Access, Advocacy, Equity, and Engagement Commission."

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

Section 1. Section 1.88.010 of the Ellensburg City Code, as last amended by Section 1 of Ordinance 4916, is hereby amended to read as follows:

1.88.010 - Creation and purpose.

There is created a ~~diversity, equity and inclusion (DEI)~~ the access, advocacy, equity and engagement commission consisting of nine members, one of whom shall be a city council member serving as chairperson and a nonvoting member except in the case of a tie.

The purpose of the ~~DEI~~ access, advocacy, equity, and engagement commission is to advise and assist the city council in promoting ~~diversity, equity and inclusion in~~ meaningful community

participation, equitable access to city government services, and opportunities that support multicultural understanding, and a sense of belonging within the city of Ellensburg through action, advocacy, education, and guidance. Through its advisory role, the commission will seek to support Ellensburg in celebratingfostering a diverse, equitable, and inclusive community that welcomes and is supportive to all residents and visitors because doing so enriches each individual's life and the community's well-being, safety, and vitality.

(Ord. No. [4916](#), § 1, 5-15-2023; Ord. 4883 § 37, 2022; Ord. 4871 § 1, 2021)

Section 2. Section 1.88.020 of the Ellensburg City Code, as last amended by Section 38 of Ordinance 4883, is hereby amended to read as follows:

1.88.020 - Term—Composition.

A. Members of the ~~DEI~~ access, advocacy, equity and engagement commission shall serve without compensation for a three-year term. At least five members must reside within the city limits of the city of Ellensburg.

B. Each replacement member of the commission will be appointed to a full three-year term by city council.

C. The city council shall ~~ensure a mix of~~ appoint commission members ~~who represent communities diverse in age, skin color, gender identity, sexual orientation, religion or disability, and who bring knowledge of community needs, familiarity with barriers that may affect participation in civic life or access to services, and a demonstrated interest in promoting community engagement and access to city services. In making appointments, the city council will seek to attract members who represent business, nonprofit, or education sectors, and who have skills or experience in analytics, translation, marketing, technology, human resources, or law-community organizations, or other areas relevant to the commission's work. The city council will seek to attract members that are interested in diversity issues, can respect different viewpoints, are action-oriented, and have personal experience that will provide empathy and community understanding regarding issues of diversity, equity and inclusion. Commission members should demonstrate the ability to engage with individuals with differing viewpoints, collaborate constructively, and contribute to thoughtful discussions of issues impacting community participation.~~

(Ord. 4883 § 38, 2022; Ord. 4871 § 1, 2021)

Section 3. Section 1.88.040 of the Ellensburg City Code, as last amended by Section 40 of Ordinance 4883, is hereby amended to read as follows:

1.88.040 - Subcommittees.

The commission may create subcommittees that include members of the public to address certain ~~DEI~~ community engagement topics, issues affecting access or barriers to services or civic participation, or assist with specific initiatives~~promote certain events~~. The subcommittee chair must be a member of the ~~DEI~~ access, advocacy, equity and engagement commission, and must be appointed by a majority of the ~~DEI~~ commission membership.

(Ord. 4883 § 40, 2022; Ord. 4871 § 1, 2021)

Section 4. Section 1.88.050 of the Ellensburg City Code, as last amended by Section 1 of Ordinance 4871, is hereby amended to read as follows:

1.88.050 - Communication with city council.

The commission shall forward communications which require city council action to city council through separate memoranda, including all rationale, which shall be scheduled as council agenda items. The commission may designate a representative(s) to present recommendations or provide clarification to the council during council meetings when matters related to the commission are being considered. Memoranda requesting council authority for programs or projects that require funding must be received by June 30 of each year in order to be considered for inclusion in the biennial budget or annual budget amendment process. Commission recommendations not incorporated in the preliminary budget shall be forwarded to the city council for consideration with the preliminary budget.

(Ord. 4871 § 1, 2021)

Section 5. Section 1.88.060 of the Ellensburg City Code, as last amended by Section 1 of Ordinance 4871, is hereby amended to read as follows:

1.88.060 - Duties and responsibilities.

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

A. Advise city council on actions, strategies, processes, and services needed to sustain and improve community engagement, improve access to city government services, and support opportunities for residents to participate in civic life~~in diversity, equity and inclusion in the city of Ellensburg~~;

B. ~~Examine the practices and procedures of the city of Ellensburg to identify strategies to create processes and services which recognize the needs and differences of all who live and work in, or~~

visit, Ellensburg Identify and provide recommendations regarding barriers that may affect residents' ability to participate in community life or access city services and programs;

~~C. Review and recommend amendments that incorporate the values of diversity, equity and inclusion into the city of Ellensburg comprehensive plan;~~

~~DC. Recommend for council adoption a community engagement~~ an annual commission plan that may includeincludes, but is not limited to, the following:

1. Developing activities such as forums, community gatherings, neighborhood programs, and events to promote mutual understanding and that encourage residents to connect with one another;
2. Identifying partner groups or organizations to sponsor regular ~~cultural-multicultural celebrations~~ activities and community conversations on relevant policy issues;
3. ~~Creating~~ Advising the city on communication plans, strategies, and culturally appropriate outreach to distribute information to residents who may experience barriers to participation, including language access, disability access, or other accessibility needs people of different cultures (e.g. bilingual resources, disability resourcees, culturally appropriate ways);
4. ~~Implement~~ Advising the city on outreach strategies for improving awareness of barriers and access to city services relating to DEI;
5. ~~Advise~~ Advising the city council regarding the impact of policy and budgetary choices on marginalized communities decisions on residents who may experience additional barriers to participation or access to city government services;
6. Developing relevant metrics and assessments for measuring progress and/or success of the commission's work (including, but not limited to, grant funded events); and
7. Submitting a report to council that references the work plan, and includes recommendations to the city council on how to achieve the duties and responsibilities outlined in this section. Reports to the city council may be made as progress occurs, but no less than annually.

~~E. Present recommendations to the city council on how to achieve the duties and responsibilities outlined in this section. Reports to the council may be made as progress occurs, but no less than bi-annually.~~

D. Advise city council on questions and issues the council sends to the commission for review.

(Ord. 4871 § 1, 2021)

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

Section 7. Corrections. Upon the approval of the City Attorney, the City Clerk and the codifiers of this ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 8. Effective Date. This ordinance shall take effect and be in force five (5) days after its passage, approval and publication.

The foregoing ordinance was passed and adopted at a regular meeting of the City Council on the 6th day of April, 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. 4982 is a true and correct copy of said Ordinance of like number as the same was passed by said Council, and that Ordinance No. 4982 was published as required by law.

BETH LEADER

ORDINANCE NO. 4982

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ELLENSBURG, WASHINGTON, AMENDING CHAPTER 1.88 DIVERSITY, EQUITY AND INCLUSION COMMISSION OF THE ELLENSBURG CITY CODE.

WHEREAS, City Council created the Diversity, Equity, & Inclusion ("DEI") Commission in March 2021, codified in ECC Chapter 1.88.

WHEREAS, through community conversations and public testimony around the 2025 Comprehensive Plan update activities, focused around Chapter 9, there emerged differing opinions and misunderstandings of the role, duties, actions, and responsibility of the DEI Commission.

WHEREAS, since January 2025, the new federal administration has provided policy direction for DEI programs, and the legal landscape around DEI is continuing to change at the state and federal levels.

WHEREAS, on January 20, 2026, Council and the DEI Commission held a joint study session to discuss and provide direction on the purpose, duties, activities, and priorities of the DEI Commission found in Chapter 1.88 of Ellensburg City Code.

WHEREAS, on February 17, 2026, Council provided direction to staff to draft an ordinance containing revisions to Chapter 1.88 of the Ellensburg City Code, regarding the name, purpose, duties, activities, and priorities of the DEI Commission, for consideration at a future Council meeting.

WHEREAS, on March 16, 2026, Council conducted first reading of Ordinance No. 4982, and directed staff to revise the draft ordinance to reflect the new name of the commission, which is the "Access, Advocacy, Equity, and Engagement Commission."

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

Section 1. Section 1.88.010 of the Ellensburg City Code, as last amended by Section 1 of Ordinance 4916, is hereby amended to read as follows:

1.88.010 - Creation and purpose.

There is created the access, advocacy, equity and engagement_commission consisting of nine members, one of whom shall be a city council member serving as chairperson and a nonvoting member except in the case of a tie.

The purpose of the access, advocacy, equity, and engagement_commission is to advise and assist the city council in promoting meaningful community participation, equitable access to city

government services, and opportunities that support multicultural understanding, and a sense of belonging within the city of Ellensburg through action, advocacy, education, and guidance. Through its advisory role, the commission will seek to support Ellensburg in fostering a community that welcomes and is supportive to all residents and visitors because doing so enriches each individual's life and the community's well-being, safety, and vitality.

(Ord. No. [4916](#), § 1, 5-15-2023; Ord. 4883 § 37, 2022; Ord. 4871 § 1, 2021)

Section 2. Section 1.88.020 of the Ellensburg City Code, as last amended by Section 38 of Ordinance 4883, is hereby amended to read as follows:

1.88.020 - Term—Composition.

A. Members of the access, advocacy, equity and engagement commission shall serve without compensation for a three-year term. At least five members must reside within the city limits of the city of Ellensburg.

B. Each replacement member of the commission will be appointed to a full three-year term by city council.

C. The city council shall appoint commission members who bring knowledge of community needs, familiarity with barriers that may affect participation in civic life or access to services, and a demonstrated interest in promoting community engagement and access to city services. In making appointments, the city council will seek to attract members who represent business, nonprofit, or education sectors, and who have skills or experience in analytics, translation, marketing, technology, human resources, or community organizations, or other areas relevant to the commission's work. Commission members should demonstrate the ability to engage with individuals with differing viewpoints, collaborate constructively, and contribute to thoughtful discussions of issues impacting community participation.

(Ord. 4883 § 38, 2022; Ord. 4871 § 1, 2021)

Section 3. Section 1.88.040 of the Ellensburg City Code, as last amended by Section 40 of Ordinance 4883, is hereby amended to read as follows:

1.88.040 - Subcommittees.

The commission may create subcommittees that include members of the public to address certain community engagement topics, issues affecting access or barriers to services or civic participation, or assist with specific initiatives. The subcommittee chair must be a member of the access, advocacy, equity and engagement commission, and must be appointed by a majority of the commission membership.

(Ord. 4883 § 40, 2022; Ord. 4871 § 1, 2021)

Section 4. Section 1.88.050 of the Ellensburg City Code, as last amended by Section 1 of Ordinance 4871, is hereby amended to read as follows:

1.88.050 - Communication with city council.

The commission shall forward communications which require city council action to city council through separate memoranda, including all rationale, which shall be scheduled as council agenda items. The commission may designate a representative(s) to present recommendations or provide clarification to the council during council meetings when matters related to the commission are being considered. Memoranda requesting council authority for programs or projects that require funding must be received by June 30 of each year in order to be considered for inclusion in the biennial budget or annual budget amendment process. Commission recommendations not incorporated in the preliminary budget shall be forwarded to the city council for consideration with the preliminary budget.

(Ord. 4871 § 1, 2021)

Section 5. Section 1.88.060 of the Ellensburg City Code, as last amended by Section 1 of Ordinance 4871, is hereby amended to read as follows:

1.88.060 - Duties and responsibilities.

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

A. Advise city council on actions, strategies, processes, and services needed to sustain and improve community engagement, improve access to city government services, and support opportunities for residents to participate in civic life in Ellensburg;

B. Identify and provide recommendations regarding barriers that may affect residents' ability to participate in community life or access city services and programs;

C. Recommend for council adoption an annual commission plan that may include, but is not limited to, the following:

1. Developing activities such as forums, community gatherings, neighborhood programs, and events to promote mutual understanding and that encourage residents to connect with one another;
2. Identifying partner groups or organizations to sponsor regular multicultural activities and community conversations on relevant policy issues;
3. Advising the city on communication plans, strategies, and culturally appropriate outreach to distribute information to residents who may experience barriers to participation, including language access, disability access, or other accessibility needs

4. Advising the city on outreach strategies for improving awareness of barriers and access to city services;
5. Advising the city council regarding the impact of policy and budgetary decisions on residents who may experience additional barriers to participation or access to city government services;
6. Developing relevant metrics and assessments for measuring progress and/or success of the commission’s work (including, but not limited to, grant funded events); and
7. Submitting a report to council that references the work plan and includes recommendations to the city council on how to achieve the duties and responsibilities outlined in this section. Reports to the city council may be made as progress occurs, but no less than annually.

D. Advise city council on questions and issues the council sends to the commission for review.

(Ord. 4871 § 1, 2021)

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

Section 7. Corrections. Upon the approval of the City Attorney, the City Clerk and the codifiers of this ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener’s/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 8. Effective Date. This ordinance shall take effect and be in force five (5) days after its passage, approval and publication.

The foregoing ordinance was passed and adopted at a regular meeting of the City Council on the 6th day of April, 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. 4982 is a true and correct copy of said Ordinance of like number as the same was passed by said Council, and that Ordinance No. 4982 was published as required by law.

BETH LEADER



Meeting Date: April 6, 2026
City of Ellensburg
City Council Agenda Report

Agenda Subject: First Reading of Ordinance 4983 Amending Ellensburg City Code Chapter 9.91.100 — Electric Utility Rate Schedules

Submitted by: Nichole Baker, Energy Resources Manager

Department: Energy Services

Suggested Motion/Action:
Move to Conduct First Reading of Ordinance 4983 — Amending Ellensburg City Code Chapter 9.91.100 — Electric Utility Rate Schedules.

Background/Summary:
As non-profit municipal enterprises, City utilities are self-supporting and must recover the full cost of providing services to the public. The City is responsible for delivering reliable utility services to customers while maintaining existing systems and planning for future needs. A Cost-of-Service Analysis (COSA) is conducted periodically to determine: (1) the Revenue Requirement (defining overall funding needs), (2) the Cost of Service (evaluating equity among customer classes), and (3) Rate Design (establishing rates to recover the target revenue).

Proactive planning is essential to ensure sufficient capacity to meet projected demand and support community growth. With the expiration of the current rate schedules, City staff initiated an update to the COSA to help ensure continued alignment with community needs, operating and capital expenditure requirements, and revenue objectives, and to develop recommended rates for the electric utility for the next three (3) years.

On March 19, 2026, FCS consultants presented the COSA findings at the Utility Advisory Committee (UAC) meeting. The UAC moved to recommend City Council adopt the proposed electric utility rate increases.

Previous Council Action:
The current electric utility rate schedule took effect on January 1, 2022, and remains in effect.

Analysis:
City staff again contracted FCS Group to evaluate the electric utility’s rate structure and long-term financial requirements through a comprehensive Cost of Service Analysis (COSA). A COSA allocates costs proportionally using utility-specific data and recognizes cost drivers, including measures of usage and demand, planning/engineering/design standards, and facility requirements. FCS provided a detailed review of the utility’s revenue sources and operating costs, together with an analysis of how those services are used by each customer class. This process evaluates actual historical cost data and allocates those costs to the

customer classes that drive them. Identifying costs by customer class enables the City to develop equitable rates that appropriately align revenues with the expenses incurred to provide service. FCS's analysis confirms that electric utility rate increases are necessary.

The FCS study evaluates the 2026–2031 period and projects rate revenue using current customer statistics with assumed growth. Residential and municipal lighting are modeled at 1% growth, and primary customer-owned and distributed generation at approximately 5%, with no growth assumed for all other customer classes. The projections also reflect expected load impacts associated with Central Washington University's electrification efforts. The analysis does not include any new large loads (NLL); a separate alternative analysis is being developed to evaluate the cost to serve potential NLL and will be presented at a future meeting.

The City's fiscal policies establish minimum reserve and coverage targets to support liquidity, operational stability, and creditworthiness. The Operating Reserve is maintained as a cash-flow cushion at no less than 20% of annual operations and maintenance (O&M) and power costs (\$4.3M–\$5.2M). The Total Cash Reserve is targeted at 150 days of O&M (\$8.8M–\$10.8M) to fund day-to-day operations, address revenue cycle timing, and provide contingency for capital cost overruns. In addition, Debt Service Coverage must meet or exceed the minimum bond covenant requirement of 1.25x to remain compliant with loan/debt obligations and preserve future borrowing capacity.

Power and transmission costs are modeled based on system load and BPA billing determinants and incorporate the recently adopted FY2026 BPA rates. The analysis assumes a combined power increase of approximately 6% and a transmission increase of approximately 15% and includes a FY2026 financial reserve policy surcharge of roughly 2%. Based on recent court rulings, additional surcharges may apply within the five-year period; the model therefore includes an additional 6% per year in FY2027 and FY2028. Beginning in FY2029, biannual adjustments are assumed, with power increasing by 5% and transmission increasing by 15% in FY2029 and 7.5% in FY2031. The analysis also assumes above-high-water-mark purchases of approximately 2.0 aMW - 4.8 aMW and does not include a new large load (NLL) addition scenario.

Existing revenues are insufficient to meet ongoing financial obligations, with the utility projected to be unable to fully fund O&M and Debt Service Coverage beginning in 2027. Fund balances are expected to fall below the 150-day Total Cash Reserve target starting in 2027, and Debt Service Coverage is projected to drop below the legal minimum beginning in 2028. A proposed rate implementation strategy is recommended to align with BPA rate case timing and anticipated surcharges, with adjustments as needed if BPA implements additional surcharges.

Overall, all customer classes—except non-profit and distributed generation—fall within the cost-of-service range of reasonableness (paying about what it costs to serve). The recommended approach is to implement rate increases on an across-the-board basis.

Based on the analysis, the proposed utility rate increases will allow the City to continue providing quality services, maintain reliability of utility systems, and equitably cover the costs associated with the utility.

Financial Impact:

The purpose of rate design, the more difficult part of the COSA process, is to fairly and equitably recover the cost of service from each customer rate class. This COSA work was an expanded financial outlook extending out several years as a tool to better manage the financial needs of the light utility. The proposed rate increase is a 3.75% annual rate adjustment beginning on May 1, 2026, January 1, 2027, and January 1, 2028, for all customer classes and rate structure elements.

Budget Adjustment: No

Attachments:

1. Ordinance 4983 - 9.91.100 Electric Utility Rate Schedules

ORDINANCE NO. 4983

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ELLENSBURG, WASHINGTON, RELATING TO UTILITIES, AMENDING SECTION 9.91.100(A)-(M), (P), (Q) “ELECTRIC UTILITY RATE SCHEDULES” OF THE ELLENSBURG CITY CODE.

WHEREAS, the electric utility has completed Cost of Service Analysis and Revenue Requirement with an outside firm The FCS Group; and

WHEREAS, the electric utility has projected wholesale power and transmission costs increases from the Bonneville Power Administration; and

WHEREAS, bond covenants for existing revenue bonds require that the City utility revenues meet bond parity requirements for utilities,

WHEREAS, the Cost of Service Analysis and proposed rate increases for the electric utility was presented to the Utility Advisory Committee at its March 19, 2026, which recommended that City Council adopt the proposed rates; and

WHEREAS, the City Council received a presentation on the Cost of Service Analysis as well as proposed Revenue Requirement for the electric utility at Council's April 6, 2026, meeting; and

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

Section 1. Section 9.91.100 of the Ellensburg City Code, as last amended by Section 82 of Ordinance 4955, is hereby amended to read as follows:

9.91.100 Electric utility rate schedules.

A. *Residential E-100.*

1. *Availability.* This electricity service rate schedule is available within the service area of the city to single-family dwellings and multiple-family dwellings through a separate meter for each living unit. This rate schedule is not available for electric energy resale purposes, or where any part of the use is for purposes other than above stated.
2. *Character of service.* Energy delivered under this schedule shall be 60-cycle AC at a nominal potential of 120, 120-208, or 120-240 volts single phase.
3. *Rate.* The rate shall be composed of a consumption charge plus a daily customer charge computed as follows for each meter servicing the premises:

Effective date	1/1/2022	1/1/2023	1/1/2024	1/1/2025
Consumption charge:	All usage at \$0.0737 per kWh	All usage at \$0.0737 per kWh	All usage at \$0.0772 per kWh	All usage at \$0.0772 per kWh
Customer charge:	\$0.9205 per day	\$0.9205 per day	\$0.9640 per day	\$0.9640 per day

Effective date	1/1/2025	5/1/2026	1/1/2027	1/1/2028
Consumption charge:	All usage at \$0.0772 per kWh	All usage at \$0.0801 per kWh	All usage at \$0.0831 per kWh	All usage at \$0.0862 per kWh
Customer charge:	\$0.9640 per day	\$1.0002 per day	\$1.0377 per day	\$1.0766 per day

B. *Residential distributed generation E-115.*

1. *Availability.* This electricity net metering service rate schedule is available within the service area of the city to single-family dwellings and multifamily dwellings through a separate net meter for each generation system. This rate schedule is not available for electric energy resale purposes.
2. *Character of service.* Energy delivered and energy received under this schedule shall be 60-cycle AC at a nominal potential of 120, 120-208, or 120-240 volts single phase.
3. *Energy banking.* If energy received by the utility from the customer exceeds energy delivered by the utility to the customer on a monthly basis, the excess generation shall be accrued in an energy bank to be used in future billing periods. At the end of April each year, any remaining excess energy banked shall be purchased from the customer by the utility at the net wholesale power cost from the customer generator and a new net metering year starts over.
4. *Rate.* The rate shall be composed of a delivered energy charge, plus a received energy credit up to the monthly consumption plus a daily customer charge computed as follows for each net meter servicing the premises:

Effective date	1/1/2022	1/1/2023	1/1/2024	1/1/2025
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Consumption charge:	All delivered energy at \$0.0737 per kWh	All delivered energy at \$0.0737 per kWh	All delivered energy at \$0.0772 per kWh	All delivered energy at \$0.0772 per kWh
Consumption credits:	All received energy up to the monthly delivered energy at \$0.0737 per kWh	All received energy up to the monthly delivered energy at \$0.0737 per kWh	All received energy up to the monthly delivered energy at \$0.0772 per kWh	All received energy up to the monthly delivered energy at \$0.0772 per kWh
Customer charge:	\$1.1014 per day	\$1.1014 per day	\$1.1535 per day	\$1.1535 per day

<u>Effective date</u>	1/1/2025	5/1/2026	1/1/2027	1/1/2028
<u>Consumption charge:</u>	All delivered energy at \$0.0772 per kWh	All usage at \$0.0801 per kWh	All usage at \$0.0831 per kWh	All usage at \$0.0862 per kWh
<u>Consumption credits:</u>	All received energy up to the monthly delivered energy at \$0.0772 per kWh	All received energy up to the monthly delivered energy at \$0.0801 per kWh	All received energy up to the monthly delivered energy at \$0.0831 per kWh	All received energy up to the monthly delivered energy at \$0.0862 per kWh
<u>Customer charge:</u>	\$1.1535 per day	\$1.1968 per day	\$1.2417 per day	\$1.2883 per day

C. *Low-income senior citizen/low-income disabled citizen E-130.*

1. *Availability.* This rate is available for residential service to individuals who meet the definition of low-income senior citizen or low-income disabled citizen, who do not reside in federally subsidized housing and who agree to participate in energy conservation programs that are available at no charge. The rates established by this section will be published on the city's website, and be made available from the city's finance department.

Failure to participate in an available energy conservation program after receipt of a utility discount shall constitute a basis for denial by the city of continued participation in the utility discount program until such conservation measures are installed. The customer may submit a written request, on a form provided by the city, identifying the reasons they should be exempt from participation in available conservation programs, which request is subject to approval or denial by the energy services director.

2. *Character of service.* Energy delivered under this schedule shall be 60-cycle AC at a nominal potential of 120, 120-208, or 120-240 volts single phase.

D. *General service single phase demand E-200.*

1. *Availability.* This electricity service rate is available within the service area of the city to all customers who do not qualify for service under the residential, low-income senior citizen/low-income disabled citizen, municipal, security lighting or large customer/contractual rate schedules and whose electrical panel size is equal to or greater than 600 amps single phase at 120-240 volts or equivalent panel size for other voltages.
2. *Character of service.* Energy delivered under this schedule shall be 60-cycle AC, 120-240 volts (or other voltage) single phase.
3. *Rate.* The rate shall be composed of a consumption charge plus a monthly demand charge plus a daily customer charge computed as follows for each meter servicing the premises:

Effective date	1/1/2022	1/1/2023	1/1/2024	1/1/2025
Consumption charge:	All usage at \$0.0524 per kWh	All usage at \$0.0524 per kWh	All usage at \$0.0534 per kWh	All usage at \$0.0534 per kWh
Demand charge:	All demand at \$6.30 per kW	All demand at \$6.30 per kW	All demand at \$6.43 per kW	All demand at \$6.43 per kW
Customer charge:	\$1.8740 per day	\$1.8740 per day	\$1.9115 per day	\$1.9115 per day

Effective date	1/1/2025	5/1/2026	1/1/2027	1/1/2028

<u>Consumption charge:</u>	All usage at \$0.0534 per kWh	<u>All usage at \$0.0554 per kWh</u>	<u>All usage at \$0.0575 per kWh</u>	<u>All usage at \$0.0597 per kWh</u>
<u>Demand charge:</u>	All demand at \$6.43 per kW	<u>All demand at \$6.67 per kW</u>	<u>All demand at \$6.92 per kW</u>	<u>All demand at \$7.18 per kW</u>
<u>Customer charge:</u>	\$1.9115 per day	<u>\$1.9832 per day</u>	<u>\$2.0576 per day</u>	<u>\$2.1348 per day</u>

4. *Delivery point.* The above rates are based upon the supply of service to the entire premises through a single delivery and metering point and at one voltage and phase. Separate supply for the same customer at other voltages or phases or at other points of consumption will be separately metered and billed.

5. *Metering.* Based on a customer's anticipated lagging reactive load, metering for power factor may be required. When required by the energy services department, demand charges will be adjusted to correct for average power factors lower than 97 percent by dividing the metered monthly peak demand by the monthly average power factor and then multiplying the quotient by 97 percent.

E. *General service three phase demand E-201.*

1. *Availability.* This electricity service rate is available within the service area of the city to all customers who do not qualify for service under the residential, low-income senior citizen/low-income disabled citizen, municipal, security lighting or large customer/contractual rate schedules and whose electrical panel size is equal to or greater than 400 amps three phase at 120-208 volts or equivalent panel size for other voltages.

2. *Character of service.* Energy delivered under this schedule shall be 60-cycle AC, 120-240 volts (or other voltage) three phase.

3. *Rate.* The rate shall be composed of a consumption charge plus a monthly demand charge plus a daily customer charge computed as follows for each meter servicing the premises:

<u>Effective date</u>	<u>1/1/2022</u>	<u>1/1/2023</u>	<u>1/1/2024</u>	<u>1/1/2025</u>
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Consumption charge:	All usage at \$0.0524 per kWh	All usage at \$0.0524 per kWh	All usage at \$0.0534 per kWh	All usage at \$0.0534 per kWh
Demand charge:	All demand at \$6.30 per kW	All demand at \$6.30 per kW	All demand at \$6.43 per kW	All demand at \$6.43 per kW
Customer charge:	\$3.7808 per day	\$3.7808 per day	\$3.8564 per day	\$3.8564 per day

<u>Effective date</u>	1/1/2025	<u>5/1/2026</u>	<u>1/1/2027</u>	<u>1/1/2028</u>
<u>Consumption charge:</u>	All usage at \$0.0534 per kWh	<u>All usage at \$0.0554 per kWh</u>	<u>All usage at \$0.0575 per kWh</u>	<u>All usage at \$0.0597 per kWh</u>
<u>Demand charge:</u>	All demand at \$6.43 per kW	<u>All demand at \$6.67 per kW</u>	<u>All demand at \$6.92 per kW</u>	<u>All demand at \$7.18 per kW</u>
<u>Customer charge:</u>	\$3.8564 per day	<u>\$4.0010 per day</u>	<u>\$4.1510 per day</u>	<u>\$4.3067 per day</u>

4. *Delivery point.* The above rates are based upon the supply of service to the entire premises through a single delivery and metering point and at one voltage and phase. Separate supply for the same customer at other voltages or phases or at other points of consumption will be separately metered and billed.
5. *Metering.* Based on a customer's anticipated lagging reactive load, metering for power factor may be required. When required by the energy services department, demand charges will be adjusted to correct for average power factors lower than 97 percent by dividing the metered monthly peak demand by the monthly average power factor and then multiplying the quotient by 97 percent.

F. *General service single phase distributed generation E-202.*

1. *Availability.* This net metered electricity rate is available within the service area of the city to all customers who do not qualify for service under the residential, low-income senior citizen/low-income disabled citizen, municipal, security lighting or large customer/contractual rate schedules and whose electrical panel

size is equal to or greater than 600 amps single phase at 120-240 volts or equivalent panel size for other voltages.

2. *Character of service.* Energy delivered under this schedule shall be 60-cycle AC, 120-240 volts (or other voltage) single phase.
3. *Energy banking.* If energy received by the utility from the customer exceeds energy delivered by the utility to the customer on a monthly basis, the excess generation shall be accrued in an energy bank to be used in future billing periods. At the end of April each year, any remaining excess energy banked shall be purchased from the customer by the utility at the net wholesale power cost from the customer generator and a new net metering year starts over.
4. *Rate.* The rate shall be composed of a delivered energy charge, plus a received energy credit up to the monthly consumption, plus a monthly demand charge, plus a daily customer charge computed as follows for each net meter servicing the premises:

Effective date	1/1/2022	1/1/2023	1/1/2024	1/1/2025
Consumption charge:	All usage at \$0.0524 per kWh (Delivered energy)	All usage at \$0.0524 per kWh (Delivered energy)	All usage at \$0.0534 per kWh (Delivered energy)	All usage at \$0.0534 per kWh (Delivered energy)
Consumption credits:	All received energy up to the monthly delivered energy at \$0.0524 per kWh	All received energy up to the monthly delivered energy at \$0.0524 per kWh	All received energy up to the monthly delivered energy at \$0.0534 per kWh	All received energy up to the monthly delivered energy at \$0.0534 per kWh
Demand charge:	All demand at \$6.30 per kW	All demand at \$6.30 per kW	All demand at \$6.43 per kW	All demand at \$6.43 per kW
Customer charge:	\$2.5315 per day	\$2.5315 per day	\$2.5821 per day	\$2.5821 per day

Effective date	1/1/2025	5/1/2026	1/1/2027	1/1/2028

<u>Consumption charge:</u>	All usage at \$0.0534 per kWh (Delivered energy)	<u>All usage at \$0.0554 per kWh</u>	<u>All usage at \$0.0575 per kWh</u>	<u>All usage at \$0.0597 per kWh</u>
<u>Consumption credits:</u>	All received energy up to the monthly delivered energy at \$0.0534 per kWh	<u>All received energy up to the monthly delivered energy at \$0.0554 per kWh</u>	<u>All received energy up to the monthly delivered energy at \$0.0575 per kWh</u>	<u>All received energy up to the monthly delivered energy at \$0.0597 per kWh</u>
<u>Demand charge:</u>	All demand at \$6.43 per kW	<u>All demand at \$6.67 per kW</u>	<u>All demand at \$6.92 per kW</u>	<u>All demand at \$7.18 per kW</u>
<u>Customer charge:</u>	\$2.5821 per day	<u>\$2.6789 per day</u>	<u>\$2.7794 per day</u>	<u>\$2.8836 per day</u>

5. *Delivery point.* The above rates are based upon the supply of service to the entire premises through a single delivery and metering point and at one voltage and phase. Separate supply for the same customer at other voltages or phases or at other points of consumption will be separately metered and billed.
6. *Metering.* Based on a customer's anticipated lagging reactive load, metering for power factor may be required. When required by the energy services department, demand charges will be adjusted to correct for average power factors lower than 97 percent by dividing the metered monthly peak demand by the monthly average power factor and then multiplying the quotient by 97 percent.

G. *General service three phase distributed generation E-206.*

1. *Availability.* This net metered electricity rate is available within the service area of the city to all customers who do not qualify for service under the residential, low-income senior citizen/low-income disabled citizen, municipal, security lighting or large customer/contractual rate schedules and whose electrical panel size is equal to or greater than 400 amps three phase at 120-240 volts or equivalent panel size for other voltages.
2. *Character of service.* Energy delivered under this schedule shall be 60-cycle AC, 120-240 volts (or other voltage) three phase.

3. *Energy banking.* If energy received by the utility from the customer exceeds energy delivered by the utility to the customer on a monthly basis, the excess generation shall be accrued in an energy bank to be used in future billing periods. At the end of April each year, any remaining excess energy banked shall be purchased from the customer by the utility at the net wholesale power cost from the customer generator and a new net metering year starts over.

4. *Rate.* The rate shall be composed of a delivered energy charge, plus a received energy credit up to the monthly consumption, plus a monthly demand charge, plus a daily customer charge computed as follows for each net meter servicing the premises:

Effective date	1/1/2022	1/1/2023	1/1/2024	1/1/2025
Consumption charge:	All usage at \$0.0524 per kWh (Delivered energy)	All usage at \$0.0524 per kWh (Delivered energy)	All usage at \$0.0534 per kWh (Delivered energy)	All usage at \$0.0534 per kWh (Delivered energy)
Consumption credits:	All received energy up to the monthly delivered energy at \$0.0524 per kWh	All received energy up to the monthly delivered energy at \$0.0524 per kWh	All received energy up to the monthly delivered energy at \$0.0534 per kWh	All received energy up to the monthly delivered energy at \$0.0534 per kWh
Demand charge:	All demand at \$6.30 per kW	All demand at \$6.30 per kW	All demand at \$6.43 per kW	All demand at \$6.43 per kW
Customer charge:	\$4.4383 per day	\$4.4383 per day	\$4.5271 per day	\$4.5271 per day

Effective date	1/1/2025	5/1/2026	1/1/2027	1/1/2028
<u>Consumption charge:</u>	All usage at \$0.0534 per kWh (Delivered energy)	<u>All usage at \$0.0554 per kWh</u>	<u>All usage at \$0.0575 per kWh</u>	<u>All usage at \$0.0597 per kWh</u>
<u>Consumption credits:</u>	All received energy up to the	<u>All received energy up to the</u>	<u>All received energy up to the</u>	<u>All received energy up to the</u>

	monthly delivered energy at \$0.0534 per kWh	<u>monthly delivered energy at \$0.0554 per kWh</u>	<u>monthly delivered energy at \$0.0575 per kWh</u>	<u>monthly delivered energy at \$0.0597 per kWh</u>
<u>Demand charge:</u>	All demand at \$6.43 per kW	<u>All demand at \$6.67 per kW</u>	<u>All demand at \$6.92 per kW</u>	<u>All demand at \$7.18 per kW</u>
<u>Customer charge:</u>	\$4.5271 per day	<u>\$4.6969 per day</u>	<u>\$4.8730 per day</u>	<u>\$5.0557 per day</u>

- 5. *Delivery point.* The above rates are based upon the supply of service to the entire premises through a single delivery and metering point and at one voltage and phase. Separate supply for the same customer at other voltages or phases or at other points of consumption will be separately metered and billed.
- 6. *Metering.* Based on a customer's anticipated lagging reactive load, metering for power factor may be required. When required by the energy services department, demand charges will be adjusted to correct for average power factors lower than 97 percent by dividing the metered monthly peak demand by the monthly average power factor and then multiplying the quotient by 97 percent.

H. *General service single phase E-210.*

- 1. *Availability.* This electricity service rate is available within the service area of the city to all customers who do not qualify for service under the residential, low-income senior citizen/low-income disabled citizen, municipal, security lighting or large customer/contractual rate schedules and whose electrical panel size is less than 600 amps at 120-240 volts or equivalent panel size for other voltages.
- 2. *Character of service.* Energy delivered under this schedule shall be 60-cycle AC, 120-240 volts (or other voltage) single phase.
- 3. *Rate.* The rate shall be composed of a consumption charge plus a daily customer charge computed as follows for each meter servicing the premises:

<u>Effective date</u>	1/1/2022	1/1/2023	1/1/2024	1/1/2025
<u>Consumption charge:</u>	All usage at \$0.0731 per kWh	<u>All usage at \$0.0731 per kWh</u>	<u>All usage at \$0.0746 per kWh</u>	<u>All usage at \$0.0746 per kWh</u>

<u>Customer charge:</u>	\$0.9863 per day	\$0.9863 per day	\$1.0060 per day	\$1.0060 per day
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<u>Effective date</u>	1/1/2025	5/1/2026	1/1/2027	1/1/2028
<u>Consumption charge:</u>	All usage at \$0.0746 per kWh	All usage at \$0.0774 per kWh	All usage at \$0.0803 per kWh	All usage at \$0.0833 per kWh
<u>Customer charge:</u>	\$1.0060 per day	\$1.0437 per day	\$1.0828 per day	\$1.1234 per day

4. *Delivery point.* The above rates are based upon the supply of service to the entire premises through a single delivery and metering point and at one voltage and phase. Separate supply for the same customer at other voltages or phases or at other points of consumption will be separately metered and billed.

I. *General service three phase E-211.*

1. *Availability.* This electricity service rate is available within the service area of the city to all customers who do not qualify for service under the residential, low-income senior citizen/low-income disabled citizen, municipal, security lighting or large customer/contractual rate schedules and whose electrical panel size is less than 400 amps three phase at 120-208 volts or equivalent panel size for other voltages.
2. *Character of service.* Energy delivered under this schedule shall be 60-cycle AC, 120-240 volts (or other voltage) three phase.
3. *Rate.* The rate shall be composed of a consumption charge plus a daily customer charge computed as follows for each meter servicing the premises:

<u>Effective date</u>	1/1/2022	1/1/2023	1/1/2024	1/1/2025
<u>Consumption charge:</u>	All usage at \$0.0731 per kWh	All usage at \$0.0731 per kWh	All usage at \$0.0746 per kWh	All usage at \$0.0746 per kWh
<u>Customer charge:</u>	\$1.7425 per day	\$1.7425 per day	\$1.7774 per day	\$1.7774 per day

<u>Effective date</u>	1/1/2025	<u>5/1/2026</u>	<u>1/1/2027</u>	<u>1/1/2028</u>
<u>Consumption charge:</u>	All usage at \$0.0746 per kWh	<u>All usage at \$0.0774 per kWh</u>	<u>All usage at \$0.0803 per kWh</u>	<u>All usage at \$0.0833 per kWh</u>
<u>Customer charge:</u>	\$1.7774 per day	<u>\$1.8441 per day</u>	<u>\$1.9133 per day</u>	<u>\$1.9850 per day</u>

4. *Delivery point.* The above rates are based upon the supply of service to the entire premises through a single delivery and metering point and at one voltage and phase. Separate supply for the same customer at other voltages or phases or at other points of consumption will be separately metered and billed.

J. *General service single phase distributed generation E-212.*

1. *Availability.* This net metered electricity service rate is available within the service area of the city to all customers who do not qualify for service under the residential, low-income senior citizen/low-income disabled citizen, municipal, security lighting or large customer/contractual rate schedules and whose electrical panel size is less than 600 amps single phase at 120-240 volts or equivalent panel size for other voltages.
2. *Character of service.* Energy delivered under this schedule shall be 60-cycle AC, 120-240 volts (or other voltage) single phase.
3. *Energy banking.* If energy received by the utility from the customer exceeds energy delivered by the utility to the customer on a monthly basis, the excess generation shall be accrued in an energy bank to be used in future billing periods. At the end of April each year, any remaining excess energy banked shall be purchased from the customer by the utility at the net wholesale power cost from the customer generator and a new net metering year starts over.
4. *Rate.* The rate shall be composed of a delivered energy charge, plus a received energy credit up to the monthly consumption, plus a daily customer charge computed as follows for each net meter servicing the premises:

<u>Effective date</u>	1/1/2022	1/1/2023	1/1/2024	1/1/2025
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Consumption charge:	All usage at \$0.0731 per kWh (Delivered energy)	All usage at \$0.0731 per kWh (Delivered energy)	All usage at \$0.0746 per kWh (Delivered energy)	All usage at \$0.0746 per kWh (Delivered energy)
Consumption credits:	All received energy up to the monthly delivered energy at \$0.0731 per kWh	All received energy up to the monthly delivered energy at \$0.0731 per kWh	All received energy up to the monthly delivered energy at \$0.0746 per kWh	All received energy up to the monthly delivered energy at \$0.0746 per kWh
Customer charge:	\$1.6438 per day	\$1.6438 per day	\$1.6767 per day	\$1.6767 per day

<u>Effective date</u>	1/1/2025	5/1/2026	1/1/2027	1/1/2028
<u>Consumption charge:</u>	All usage at \$0.0746 per kWh (Delivered energy)	<u>All usage at \$0.0774 per kWh</u>	<u>All usage at \$0.0803 per kWh</u>	<u>All usage at \$0.0833 per kWh</u>
<u>Consumption credits:</u>	All received energy up to the monthly delivered energy at \$0.0746 per kWh	<u>All received energy up to the monthly delivered energy at \$0.0774 per kWh</u>	<u>All received energy up to the monthly delivered energy at \$0.0803 per kWh</u>	<u>All received energy up to the monthly delivered energy at \$0.0833 per kWh</u>
<u>Customer charge:</u>	\$1.6767 per day	<u>\$1.7396 per day</u>	<u>\$1.8048 per day</u>	<u>\$1.8725 per day</u>

K. *General service three phase distributed generation E-213.*

1. *Availability.* This net metered electricity service rate is available within the service area of the city to all customers who do not qualify for service under the residential, low-income senior citizen/low-income disabled citizen, municipal, security lighting or large customer/contractual rate schedules and whose electrical panel size is less than 400 amps three phase at 120-240 volts or equivalent panel size for other voltages.

2. *Character of service.* Energy delivered under this schedule shall be 60-cycle AC, 120-240 volts (or other voltage) three phase.
3. *Energy banking.* If energy received by the utility from the customer exceeds energy delivered by the utility to the customer on a monthly basis, the excess generation shall be accrued in an energy bank to be used in future billing periods. At the end of April each year, any remaining excess energy banked shall be purchased from the customer by the utility at the net wholesale power cost from the customer generator and a new net metering year starts over.
4. *Rate.* The rate shall be composed of a delivered energy charge, plus a received energy credit up to the monthly consumption, plus a daily customer charge computed as follows for each net meter servicing the premises:

Effective date	1/1/2022	1/1/2023	1/1/2024	1/1/2025
Consumption charge:	All usage at \$0.0731 per kWh (Delivered energy)	All usage at \$0.0731 per kWh (Delivered energy)	All usage at \$0.0746 per kWh (Delivered energy)	All usage at \$0.0746 per kWh (Delivered energy)
Consumption credits:	All received energy up to the monthly delivered energy at \$0.0731 per kWh	All received energy up to the monthly delivered energy at \$0.0731 per kWh	All received energy up to the monthly delivered energy at \$0.0746 per kWh	All received energy up to the monthly delivered energy at \$0.0746 per kWh
Customer charge:	\$2.4000 per day	\$2.4000 per day	\$2.4480 per day	\$2.4480 per day

Effective date	1/1/2025	5/1/2026	1/1/2027	1/1/2028
Consumption charge:	All usage at \$0.0746 per kWh (Delivered energy)	All usage at \$0.0774 per kWh	All usage at \$0.0803 per kWh	All usage at \$0.0833 per kWh
Consumption credits:	All received energy up to the monthly	All received energy up to the monthly	All received energy up to the monthly	All received energy up to the monthly

	delivered energy at \$0.0746 per kWh	<u>delivered energy at \$0.0774 per kWh</u>	<u>delivered energy at \$0.0803 per kWh</u>	<u>delivered energy at \$0.0833 per kWh</u>
<u>Customer charge:</u>	\$2.4480 per day	<u>\$2.5398 per day</u>	<u>\$2.6350 per day</u>	<u>\$2.7338 per day</u>

L. *Security lighting E-300.*

1. *Availability.* This electricity service rate schedule is available for existing security light customers within the service area of the city for photoelectric controlled dusk to dawn external lighting service primarily served by property owned by the customer. No new installations will be made for service under this schedule.
2. *Character of service.* Service shall be unmetered, 60-cycle, 120-240-volt alternating current.
3. *Rate.*

<u>Effective date</u>	2022	2023	2024	2025
<u>Light only:</u>	\$0.7810 per day	<u>\$0.7810 per day</u>	<u>\$0.8122 per day</u>	<u>\$0.8122 per day</u>
<u>Light with pole:</u>	\$0.8525 per day	<u>\$0.8525 per day</u>	<u>\$0.8866 per day</u>	<u>\$0.8866 per day</u>

<u>Effective date</u>	<u>1/1/2025</u>	<u>5/1/2026</u>	<u>1/1/2027</u>	<u>1/1/2028</u>
<u>Light only:</u>	\$0.8122 per day	<u>\$0.8427 per day</u>	<u>\$0.8743 per day</u>	<u>\$0.9071 per day</u>
<u>Light with pole:</u>	\$0.8866 per day	<u>\$0.9198 per day</u>	<u>\$0.9543 per day</u>	<u>\$0.9901 per day</u>

4. *General conditions.*
 - a. The city reserves the right to eliminate service under this schedule or to reduce the wattage of the luminaire.
 - b. Normal lamp, control replacements and maintenance work shall be made by the city during regular business hours only.

- c. It shall be the responsibility of the customer to notify the city of lamp failure. No credits or adjustment of charges will be made during time of such failures, unless the city shall be unable to repair the defects when requested.
- d. The city reserves the right to restrict installations of lighting equipment to poles on which suitable space is available and to make such installations only where they will not interfere with any other equipment owned by the city or its customers.

M. *Municipal E-500.*

- 1. *Availability.* This electricity service rate schedule is available for water pumping, sewage treatment and pumping, municipal buildings and other municipal purposes.
- 2. *Character of service.* Energy delivered under this schedule shall be 60-cycle AC, 120-240 volts single phase or other voltage and polyphase service available.
- 3. *Rate.* The rate shall be composed of a consumption charge plus a daily customer charge computed as follows for each meter servicing the premises:

Effective date	1/1/2022	1/1/2023	1/1/2024	1/1/2025
Consumption charge:	All usage at \$0.0696 per kWh	All usage at \$0.0696 per kWh	All usage at \$0.0724 per kWh	All usage at \$0.0724 per kWh
Customer charge:	Single phase— \$2.4658 per day	\$2.4658 per day	\$2.5644 per day	\$2.5644 per day
	Three phase— \$2.4658 per day	\$2.4658 per day	\$2.5644 per day	\$2.5644 per day

Effective date	1/1/2025	5/1/2026	1/1/2027	1/1/2028
Consumption charge:	All usage at \$0.0724 per kWh	All usage at \$0.0751 per kWh	All usage at \$0.0779 per kWh	All usage at \$0.0808 per kWh
Customer charge:	Single phase - \$2.5644 per day	\$2.6606 per day	\$2.7604 per day	\$2.8639 per day

	Three phase - \$2.5644 per day	\$2.6606 per day	\$2.7604 per day	\$2.8639 per day
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N. *Large customer/contractual E-600.*

1. *Availability.* This electric rate is available to large electric customers within the limits of the service area of the city whose requirements exceed or are estimated to exceed 15,000 MWh (megawatt hours) per year. The city will provide firm electric supply under this schedule; provided, that:
 - a. Adequate electric supply exists in the city's distribution system;
 - b. Adequate capacity exists in the city's distribution system; and
 - c. The customer has executed a long-term large customer power sales agreement with the city for service under this schedule.
2. *Character of service.* Energy delivered under this schedule shall be 60-cycle AC, 12,470 volts, three phase.
3. *Rate.* The rates under this schedule will be covered by individual contract between the city and the customer.

O. *Nonprofit agency serving the disadvantaged E-700.*

1. *Availability.* This electricity service rate is available within the service area of the city to all nonprofit agencies serving the disadvantaged. The rates established by this section will be published on the city's website, and be made available from the city's finance department.
2. *Character of service.* Energy delivered under this schedule shall be 60-cycle AC, 120-240 volts (or other voltage) single or three phase.
3. Repealed by Ord. 4844.
4. *Delivery point.* The above rates are based upon the supply of service to the entire premises through a single delivery and metering point and at one voltage and phase. Separate supply for the same customer at other voltages or phases or at other points of consumption will be separately metered and billed.

P. *Primary service city-owned transformer E-204.*

1. *Availability.* This electricity service rate schedule is a legacy rate schedule and is not available to new or existing customers. This rate schedule is only available to

customers already placed under this rate schedule as of June 1, 2024. This electricity rate schedule is available within the service area of the city to customers placed under this rate schedule as of June 1, 2024 who are metered on the primary side of a city-owned secondary transformer. Any revisions made by the customer or the city to the electrical service can result in a change of the electricity service rate schedule for that service to an appropriate non-legacy rate schedule.

2. *Character of service.* Energy delivered under this schedule shall be 60-cycle AC, 120-240 volts (or other voltage) three phase.
3. *Rate.* The rate shall be composed of a consumption charge discounted one percent below the E-201 rate plus a monthly demand charge discounted one percent below the E-220 rate plus a daily customer charge computed as follows for each meter servicing the premises:

Effective date	1/1/2022	1/1/2023	1/1/2024	1/1/2025
Consumption charge:	All usage at \$0.0515 per kWh	All usage at \$0.0515 per kWh	All usage at \$0.0574 per kWh	All usage at \$0.0574 per kWh
Demand charge:	All demand at \$6.00 per kW	All demand at \$6.00 per kW	All demand at \$6.69 per kW	All demand at \$6.69 per kW
Customer charge:	\$3.7808 per day	\$3.7808 per day	\$4.2156 per day	\$4.2156 per day

Effective date	1/1/2025	5/1/2026	1/1/2027	1/1/2028
Consumption charge:	All usage at \$0.0574 per kWh	All usage at \$0.0596 per kWh	All usage at \$0.0618 per kWh	All usage at \$0.0641 per kWh
Demand charge:	All demand at \$6.69 per kW	All demand at \$6.94 per kW	All demand \$7.20 per kW	All demand \$7.47 per kW
Customer charge:	\$4.2156 per day	\$4.3737 per day	\$4.5377 per day	\$4.7079 per day

4. *Delivery point.* The above rates are based upon the supply of service to the entire premises through a single delivery and metering point and at one voltage and phase. Separate supply for the same customer at other voltages or phases or at other points of consumption will be separately metered and billed. The point of ownership change shall be identified in a one-line drawing of the service installation in accordance with the energy services department records.
5. *Metering.* Based on a customer's anticipated lagging reactive load, metering for power factor may be required. When required by the energy services department, demand charges will be adjusted to correct for average power factors lower than 97 percent by dividing the metered monthly peak demand by the monthly average power factor then multiplying the quotient by 97 percent.

Q. *Primary service customer-owned transformer E-205.*

1. *Availability.* This electricity service rate schedule is available within the service area of the city to all customers who do not qualify for service under the residential, low-income senior citizen/low-income disabled citizen, municipal, security lighting or large customer/contractual rate schedules, and are metered on the primary side of a customer-owned secondary transformer.
2. *Character of service.* Energy delivered under this schedule shall be 60-cycle AC, 12,470 volts three phase.
3. *Rate.* The rate shall be composed of a consumption charge plus a monthly demand charge plus a daily customer charge computed as follows for each meter servicing the premises:

Effective date	1/1/2022	1/1/2023	1/1/2024	1/1/2025
Consumption charge:	All usage at \$0.0474 per kWh	All usage at \$0.0474 per kWh	All usage at \$0.0493 per kWh	All usage at \$0.0493 per kWh
Demand charge:	All demand at \$5.30 per kW	All demand at \$5.30 per kW	All demand at \$5.51 per kW	All demand at \$5.51 per kW
Customer charge:	\$3.7808 per day	\$3.7808 per day	\$3.9320 per day	\$3.9320 per day

Effective date	1/1/2025	<u>5/1/2026</u>	<u>1/1/2027</u>	<u>1/1/2028</u>

<u>Consumption charge:</u>	All usage at \$0.0493 per kWh	<u>All usage at \$0.0511 per kWh</u>	<u>All usage at \$0.0530 per kWh</u>	<u>All usage at \$0.0550 per kWh</u>
<u>Demand charge:</u>	All demand at \$5.51 per kW	<u>All demand at \$5.72 per kW</u>	<u>All demand at \$5.93 per kW</u>	<u>All demand at \$6.15 per kW</u>
<u>Customer charge:</u>	\$3.9320 per day	<u>\$4.0795 per day</u>	<u>\$4.2325 per day</u>	<u>\$4.3912 per day</u>

4. *Delivery point.* The above rates are based upon the supply of service to the entire premises through a single delivery and metering point and at one voltage and phase. Separate supply for the same customer at other voltages or phases or at other points of consumption will be separately metered and billed. The point of ownership change shall be identified in a one-line drawing of the service installation in accordance with the energy services department records.
5. *Metering.* Based on a customer's anticipated lagging reactive load, metering for power factor may be required. When required by the energy services department, demand charges will be adjusted to correct for average power factors lower than 97 percent by dividing the metered monthly peak demand by the monthly average power factor then multiplying the quotient by 97 percent.

R. *Renewable energy E-800.*

1. *Availability.* This voluntary renewable electricity service rate is available within the service area of the city to all electric customers; provided, however, that the amount of renewable energy available under this rate is limited to the generation output of the city's community renewable energy park systems. Energy will be sold in 100 kilowatt hours per month blocks. Customers will still pay all charges per their appropriate rate class in addition to the voluntary upgrade charge per 100 kilowatt hours block of renewable energy purchased.
2. *Character of service.* Renewable energy delivered under this schedule shall be the same as the customers' present service and rate class.
3. *Rate.* The rate is a voluntary renewable energy product upgrade charge for consumption in addition to the standard applicable rate class consumption the customer is receiving service under. Charges are computed as follows for each meter receiving this renewable energy product servicing the premises:

Consumption charge: 100 kilowatt hour blocks at \$0.030 per kilowatt hour.

4. *Delivery point.* The above rates are based upon the supply of service to the entire premises through a single delivery and metering point and at one voltage and phase. Separate supply for the same customer at other voltages or phases or at other points of consumption will be separately metered and billed.

S. *Renewable energy system contribution E-801.*

1. *Availability.* This voluntary renewable energy system contribution rate is available within the service area of the city to all customers.
2. *Character of service.* Customers can elect to make fixed contributions of \$3.00 per month per unit. Customers can purchase any number of units of contribution which will be included in their monthly utility billing, and may opt out at any time.
3. *Rate.* The rate is a voluntary renewable energy system contribution only. No renewable energy is delivered by participating in the rate.

Charge: renewable energy system contribution unit at \$3.00 per month.

(Ord. No. 4955, § 82, 2-18-2025; Ord. 4897 § 1, 2022; Ord. 4844 § 6, 2019; Ord. 4817 § 1, 2018; Ord. 4804 §§ 1, 2, 5, 2018; Ord. 4787 § 1, 2018; Ord. 4764 § 2, 2017; Ord. 4759 § 1, 2016; Ord. 4733 § 1, 2016; Ord. 4706 §§ 2, 3, 2015; Ord. 4684 § 7, 2014; Ord. 4639 § 2, 2013; Ord. 4633 § 2, 2013; Ord. 4626 § 2, 2012; Ord. 4606 § 1, 2011; Ord. 4555 § 7, 2009; Ord. 4508 § 1, 2007; Ord. 4503 § 2, 2007; Ord. No. 4942, § 2, 5-20-2024)

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

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

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

The foregoing ordinance was passed and adopted at a regular meeting of the City Council on the day of, 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. 4983 is a true and correct copy of said Ordinance of like number as the same was passed by said Council, and that Ordinance No. 4983 was published as required by law.

BETH LEADER



Meeting Date: April 6, 2026
City of Ellensburg
City Council Agenda Report

Agenda Subject: Resolution 2026-07 Amending the 2026 Pay Resolution for Non-Represented Employees
Submitted by: Lisa Young, HR Director
Department: Human Resources

Suggested Motion/Action:
Motion to approve Resolution 2026-07 amending the 2026 Pay Resolution for Non-Represented Employees and authorize the necessary budget adjustments.

Background/Summary:
A pay resolution was submitted to the Council to establish the Fiscal Year 2026 pay scales for non-represented employees. This Resolution amends Resolution 2025-32 to add a new position in Finance, Accountant III - Payroll Supervisor, and reclassify the current Librarian to Public Service Librarian. Both of these actions will improve department efficiency and help address workforce planning needs.

Previous Council Action:
In December 2025, Council approved Resolution 2025-32 establishing the 2026 pay scales for non-represented employees.

Analysis:
The City is working on workforce planning strategies in an effort to reduce setbacks that often occur when institutional knowledge is lost due to retirement or separation of long-term employees and to provide more career progression opportunities. Both of these staffing changes will improve our ability to better prepare for the future.

The Payroll division in the Finance department currently has two employees who both report to the Finance Director. Adding an exempt, management-level Accountant III - Payroll Supervisor position will reduce the number of direct reports to the Finance Director, and allow the Finance Director to delegate some of the auditing/reporting and sensitive managerial tasks related to payroll and benefits to the new position. This position will also be key in working closely with HR during planning and implementation of the Enterprise Resource Planning software HR/Payroll module.

One of the Library department's goals for 2026 is to focus on the City's Core Values through delivery of exceptional service. To help this goal come to fruition, the Library Director has developed a long-term staffing improvement plan. The first phase of the plan is to reclassify the Librarian, whose primary focus is currently Children's programming, to Public Services Librarian, where they will oversee both Children and Adult programming. This will provide enhanced collaboration and consistency between the two divisions, which will improve

Library customer service. This phase of the staffing improvement plan also includes increasing one .75 FTE Specialist to full-time, and adding one additional .5 FTE Specialist to the Adult Services division. These changes will not require a budget adjustment for 2026 due to savings from not filling the Office Specialist position when it was vacated in January. Prior to bringing this Resolution forward, we shared the staffing plan with the OPEIU Union, and we received their approval. The duties of the Office Specialist will be redistributed between Adult Services staff and the Public Services Librarian.

This Resolution also includes some minor job title adjustments as part of our data preparation for the new ERP system.

Financial Impact:

For the new position in Finance, the estimated annualized personnel cost with standard assumptions for hire step and benefit election for 2026 is \$159,893. Of this, about 40% will be allocated to other funds of the City through standard cost allocation procedures, with approximately \$64,000 retained by the General Fund. With a May 1 start date, the estimated 2026 personnel cost is \$106,596, and amount retained by the General Fund of \$42,661.

For the Library changes, the estimated cost for 2026 will be offset by not filling the Office Specialist position which was vacated at the beginning of 2026 (savings of approximately \$35,000).

Budget Adjustment: Yes

Attachments:

1. 2026-07 Pay Resolution Amendment No. 1 for 2026 - Non-Represented Employees - 04.06.2026

RESOLUTION NO. 2026-07

A RESOLUTION amending the Fiscal Year 2026 compensation schedule for certain positions in the City service not covered by a valid union contract.

WHEREAS, in December 2025, the City Manager prepared and submitted to the City Council of the City of Ellensburg Resolution 2025-32, implementing a standard schedule of pay for 2026; and

WHEREAS, maintaining living wage jobs is essential to attracting and retaining quality employees, and workforce planning is vital to reducing business disruption caused by loss of institutional knowledge when long-term employees leave City employment; and

WHEREAS, management has identified two (2) position changes that will increase operational efficiency and improve workforce planning efforts:

1) An Accountant III – Payroll Supervisor position will be added to the Finance Department. This will allow the Finance Director to delegate the auditing/reporting related to payroll and benefits, reduce the number of direct reports to the Director, and it will create a new growth opportunity for staff.

2) For the Library, the Librarian position will be reclassified to Public Services Librarian, which is better aligned with industry standards. This position will oversee the Youth and Adult Services divisions of the Library which will improve cohesive programming and succession planning opportunities. This structure change will also increase OPEIU FTE hours by moving one .75 position to full-time, and adding a new .5 FTE position to Adult Services. These changes will support the Library Director’s 2026 department goal of exemplifying high quality customer service in accordance with the City’s Core Values; and

WHEREAS, we have identified a few job title adjustments that better reflect the duties and/or will help streamline our data as we transition to the new Enterprise Resource Planning (ERP) software. These changes are identified in the following tables with bolded text; and

WHEREAS, the City Council of said City desires to adopt such amended pay plan;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. The compensation structure for each non-represented position is hereby adopted as set forth below, effective April 6, 2026.

CLASS TITLES BY DEPARTMENT

PAY RANGE

CITY MANAGER			
TITLE	MIN	MAX	Pay Grade
City Manager	16,888	19,108	53
Assistant City Manager (vacant)*	14,926	16,888	48
City Attorney	14,926	16,888	48
Human Resources Director	11,952	13,523	39
Assistant City Attorney (vacant – contract with County)	10,828	12,251	35
Public Information Officer	9,337	10,564	29
<i>continued on next page</i>			

CITY MANAGER (continued)			
Arts & Economic Development Manager	8,887	10,055	27
Human Resources Specialist (2)	7,294	8,254	19
Executive Assistant – City Attorney/Deputy City Clerk	7,116	8,053	18
Executive Assistant – City Manager	6,447	7,296	14
Civil Service Secretary/Chief Examiner	150/mo	150/mo	n/a
Legal Intern	17.13/hr	17.13/hr	n/a

* An Assistant City Manager position will be reviewed during the 2027-2028 biennial budget.

COMMUNITY DEVELOPMENT			
TITLE	MIN	MAX	Pay Grade
Community Development Director	11,952	13,523	39
Building Official	9,109	10,306	28
Planning Manager	9,109	10,306	28
Building Inspector II*	7,855	8,888	22
Housing Program Administrator	7,476	8,460	20
Building Inspector I*	7,294	8,254	19

*Only one (1) Building Inspector position is authorized in the budget – level will depend on qualifications.

ENERGY SERVICES			
TITLE	MIN	MAX	Pay Grade
Energy Services Director	14,562	16,476	47
Senior Electrical Engineer	11,660	13,193	38
Project Engineer	11,376	12,871	37
Operations Supervisor – Gas	11,376	12,871	37
Operations Supervisor - Light	11,376	12,871	37
Energy Resources Manager	11,099	12,557	36
Gas Engineer	10,564	11,952	34
Telecom Business Manager	9,810	11,099	31
Finance Officer – ES	7,476	8,460	20
Sustainability & Energy Coordinator	7,294	8,254	19
Rate Analyst	7,116	8,053	18
Engineering Intern – Gas Division	22.00/hr	22.00/hr	n/a
Engineering Intern – Light Division	22.00/hr	22.00/hr	n/a

FINANCE			
TITLE	MIN	MAX	Pay Grade
Finance Director	13,193	14,927	43
Assistant Finance Director	10,828	12,251	35
Utility Services Manager	9,810	11,099	31

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FINANCE (continued)			
Accountant III – Financials	9,109	10,306	28
Accountant III – Budget Officer	9,109	10,306	28
Accountant III – Payroll Supervisor	9,109	10,306	28
Finance ERP Coordinator (long-term temp)	9,109	10,306	28
City Clerk	8,051	9,110	23
Accountant II	7,476	8,460	20
Contracts & Procurement Specialist	7,476	8,460	20

INFORMATION TECHNOLOGY			
TITLE	MIN	MAX	Pay Grade
IT Director	11,952	13,523	39
IT Manager	9,810	11,099	31
IT Systems Administrator (2 positions)	8,459	9,571	25
IT Business Analyst II*	8,459	9,571	25
IT Business Analyst I*	7,663	8,671	21
Service Desk Specialist	6,447	7,296	14
IT Intern (2)	17.13/hr	17.13/hr	n/a

*Only two (2) IT Business Analyst positions are authorized in the budget – level will depend on qualifications.

LIBRARY			
TITLE	MIN	MAX	Pay Grade
Library Director	11,099	12,557	36
Public Services Librarian	7,116	8,053	18
Part-time Library Substitute	17.13/hr	17.13/hr	n/a

PARKS AND RECREATION			
TITLE	MIN	MAX	Pay Grade
Parks & Recreation Director	11,376	12,871	37
Aquatic & Recreation Supervisor	7,294	8,254	19
Recreation Leader	22.95	26.58	n/a
Recreation Staff	17.99	24.10	n/a

POLICE			
TITLE	MIN	MAX	Pay Grade
Police Chief	13,193	14,927	43
Police Captain (2 positions)	11,376	12,871	37
Police Records Supervisor	7,476	8,460	20
Crime Analyst	7,116	8,053	18
Reserve Officer	17.13/hr	17.13/hr	n/a

PUBLIC WORKS			
TITLE	MIN	MAX	Pay Grade
Public Works Director	14,562	16,476	47
City Engineer	12,557	14,208	41
Assistant Public Works Director	10,828	12,251	35
Assistant City Engineer*	10,828	12,251	35
Facilities & Fleet Manager	10,828	12,251	35
Civil Engineer (2 positions)	10,306	11,660	33
Water Resource Manager	9,810	11,099	31
Transit Manager	9,810	11,099	31
Finance Officer - PW	7,476	8,460	20
Water/Storm Program Coordinator	7,294	8,254	19

**Plus 5% for current ISA Arborist Certification*

All other City positions are covered by Union contracts. This resolution has no application to such positions.

This Resolution amends Resolution 2025-32.

PASSED AND ADOPTED by the City Council of the City of Ellensburg at a regular meeting on the 6th day of April, 2026.

Mayor

Attest:

City Clerk



Meeting Date: April 6, 2026
City of Ellensburg
City Council Agenda Report

Agenda Subject: Economic Development Property Exchange Agreement between City of Ellensburg, Kittitas County, and Central Washington University (Public Comment Opportunity)
Submitted by: Kelle Vandenberg, Arts & Economic Development Manager
Department: City Manager

Suggested Motion/Action:

Move to authorize the Mayor to sign the Economic Development Property Exchange Agreement between the City of Ellensburg, Kittitas County, and Central Washington University as presented, or in substantially similar form.

Background/Summary:

The Interlocal Cooperation Act Ch. 39.34 RCW, enables public agencies to cooperate with each other on the basis of mutual advantage to provide services and facilities that will best fit the needs of each community.

As outlined in Council's action to dissolve the former Ellensburg Business Development Authority (Ordinance 4944) and distribute assets created an opportunity for a mutually beneficial exchange of properties between Kittitas County, the City of Ellensburg, and Central Washington University that benefits long-term local and regional public interest of all parties. The parties developed an Interlocal Agreement between the City of Ellensburg, Kittitas County, and Central Washington University for economic development real property exchanges framed in the ILA which was approved by Council on September 16, 2024.

Previous Council Action:

On September 16, 2024, the City Council approved the Interlocal Agreement between the City of Ellensburg, Kittitas County, and Central Washington University to set forth general terms for exchange of properties between parties.

On October 7, 2024, the City Council passed Ordinance 4944, to repeal Ordinance 3895, Codified as Chapter 1.62 of the Ellensburg City Code, Dissolving the Ellensburg Business Development Authority. This action allowed for the future transfer of assets, including the building located at 3110 N. Airport Road, to the City of Ellensburg.

On November 4, 2024, the City Council adopted Resolution 2024-29, declaring the Ellensburg Airport Incubator Building, including its contents and fixtures, surplus to the City of Ellensburg's needs and no longer required for providing City services.

Analysis:

Kittitas County is committed to long-term viability and investment in the Bowers Field

Industrial Park properties and desires to increase certainty that building and infrastructure investments in the Industrial Park property will ultimately benefit the County's airport and regional area as an economic generator. As a result, the City will transfer the Economic Development Building at Bowers Field Industrial Park, 3110 Airport Road, Ellensburg, (Parcel Number 955272) to Kittitas County and assign current tenant leases to Kittitas County.

Central Washington University seeks to expand their Aviation program for workforce training and economic development through investment locally in the Airport Hanger Facility, currently owned by Kittitas County. The County will take steps to surplus and transfer title of the Airport Hanger located on a portion of Lot H-21 of the Bowers Field Airport Binding Site Plan 2nd Amendment (Parcel Number 955337) to Central Washington University to be used to expand Aviation program offerings and enhance investments.

The City of Ellensburg will review community needs and Council priorities to determine the best use of the approximately 6.2 acre parcel of undeveloped real property located on East Helena east of North Alder Street between at 18th and Helena Street (Parcel Number 374034). Potential priorities include affordable housing, food security, and workforce development.

Financial Impact:

The transfer of the Economic Development Building at Bowers Field Industrial Park is addressed in the proposed properties identified in the Interlocal Agreement between the City, Kittitas County, Central Washington University for Economic Development Real Property Exchanges, which have been negotiated and include consideration of both tangible and intangible factors, including but not limited to, the appraised property values, the economic development potential, and the public benefit of increased housing stock. Therefore, no direct payments will be exchanged under the terms of the Agreement. Costs for each property transfer shall be equally shared by each party to the individual transaction necessary to complete the legal transfer of title to the property. The City has also incurred costs in preparing the facility for transfer to the County. This will require adjustments to the 2025/2026 Biennial Budget, estimated to be less than \$15,000.

Budget Adjustment: Yes

Attachments:

1. Transfer Agreement (4.2.26)
2. Exhibit A
3. Exhibit B Rev1
4. Exhibit C
5. Exhibit D

PROPERTY EXCHANGE AGREEMENT

THIS PROPERTY EXCHANGE AGREEMENT (“Agreement”) is between the City of Ellensburg, a municipal corporation of the State of Washington (the “City”), Kittitas County, a municipal corporation of the State of Washington (the “County”), and Central Washington University, a regional, comprehensive public university of the State of Washington (“CWU”). The City, the County, and CWU may be referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

A. The Interlocal Cooperation Act, Ch. 39.34 RCW, allows public agencies to make the most efficient use of their powers by enabling them to cooperate with each other on the basis of mutual advantage to provide services and facilities that will best fit the needs of each community;

B. This Agreement is entered into pursuant to RCW 39.33.010, which allows public agencies to “sell, transfer, exchange, lease or otherwise dispose of any property, real or personal, or property rights, including but not limited to the title to 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.”

C. The City, the County, and CWU previously entered into an interlocal cooperation agreement (the “ILA”) dated September 16, 2024, setting forth the general purposes and responsibilities of the Parties relative to the property being exchanged. This Property Exchange Agreement is intended to establish the details for performance and completion of the exchange of property contemplated in the ILA.

D. Each of the Parties owns property in Kittitas County, Washington. Attached hereto as Exhibit “A” are maps generally depicting the Parties’ current properties that are subject to the terms of this Agreement.

E. The Parties have determined that, by exchanging certain of their respective property interests, subject to the terms and conditions of this Agreement, their mutual objectives will be furthered and enhanced. The properties owned by each Party at the time of this Agreement (the “City Building,” the “County Building,” and the “CWU Property”) and subject to this Agreement are legally described in Exhibit “B,” Exhibit “C,” and Exhibit “D,” attached hereto (collectively, the “Exchange Exhibits”). The properties to be exchanged may also be referred to individually as an “Exchange Property” and shall collectively be referred to as the “Exchange Properties.”

F. The conveyance of the Exchange Properties is in the best interests of each Party, as more fully set forth in the ILA. The Parties have agreed in the ILA, and hereby reaffirm their agreement, that the value of each of the Exchange Properties has been negotiated to include

consideration of both tangible and intangible factors, including but not limited to, the appraised property values, economic development potential, and the benefit of increased housing stock. Therefore, as also set forth in the ILA and reaffirmed herein, the Parties agree that no direct payments will be exchanged under the terms of the ILA or this Agreement.

G. The conveyances of the Exchange Properties among the Parties as contemplated by this Agreement are subject to the specific prior review and approval process of each of the Parties, in addition to satisfaction of the general terms and conditions of the exchange, as set forth in this Agreement. As used in this Agreement, “Transferor” refers to the Party that currently owns and is conveying an Exchange Property and “Transferee” refers to the Party to which an Exchange Property will be conveyed.

AGREEMENT

In consideration of the mutual promises and covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree that each of the foregoing recitals shall be fully incorporated into the terms of this Agreement and made a part of this Agreement, and further agree as follows:

Section 1. Conveyance of the Exchange Properties/Fair Market Value.

A. Conveyance.

1. **City Building:** Subject to the terms herein, the City and County agree to the conveyance from the City to the County of the City Building legally described in Exhibit B, including all of the City’s right, title, and interest in the City Building. Said property is the CenterFuse Economic Development Building located at 3110 Airport Road in the City of Ellensburg, County of Kittitas, State of Washington and is further shown on Exhibit A as the “Incubator Building.” The County owns the real property under the City Building.
2. **County Building:** Subject to the terms herein, the County and CWU agree to the conveyance from the County to CWU of the County Building legally described in Exhibit C, including all of the County’s right, title, and interest in the County Building. Said property is an airport hangar located in the City of Ellensburg, County of Kittitas, State of Washington and is further shown on Exhibit A as the “CWU Main Hangar.” The County owns the real property under the County Building. Pursuant to Section 6(C)(4) of this Agreement, at or before Closing (defined below), the County and CWU will enter into a ground lease for the lease of the real property.
3. **CWU Property:** Subject to the terms herein, CWU and the City agree to the conveyance from CWU to the City of the CWU Property legally described in the Exhibit D, including all of CWU’s right, title, and interest in the CWU Property, which includes without limitation, all minerals, oil, and gas rights on

or under such land, development rights, land use entitlements, air rights, water rights, and any interests in, on, or under the land, together with any and all improvements, structures, or fixtures now or on the Closing Date located thereon. Said property is located in the City of Ellensburg, County of Kittitas, State of Washington and contains approximately 6.75 acres and is further shown on Exhibit A as the “Helena Parcel.”

B. Conveyance Documents. The CWU Property shall be conveyed by quit claim deed. The County Building and the City Building shall be conveyed by a bill of sale.

C. Exchange Properties. The Exchange Properties are shown on and legally described as set forth in Exhibits B, C, and D. The Exchange Properties and the Transferor and Transferee are as follows:

Property Description	Transferor	Transferee
City Building (APN 955272)	City	County
County Building (APN 955337)	County	CWU
CWU Property (APN 374034)	CWU	City

D. Consideration. Each of the Parties hereby confirms that it has reviewed and approved, or has had sufficient opportunity to review and approve, as of the Effective Date hereof, an appraisal of fair market value relating to the Exchange Properties to be conveyed by or to such Party as described herein (collectively, the “Property Appraisals”). The Parties further agree that the value of the Exchange Properties have been negotiated and that the mutual benefit to each Party is based on both tangible and intangible factors, including without limitation, the appraised property values, the economic development potential of the transferred property, and the public benefit of increased housing availability and density.

Section 2. Conditions Precedent; Termination; Good Faith Efforts. The obligation of each Party to convey its respective Exchange Property as contemplated by this Agreement is subject to satisfaction of each of the terms and conditions set forth in Section 3, Section 6, and Section 7 (any of which may be waived only in writing and only by the Party in whose favor such condition exists) on or before the applicable date specified for satisfaction of the applicable condition. If any of such conditions are not fulfilled (or so waived in writing) pursuant to the terms of this Agreement, then the Party in whose favor such condition exists may terminate this Agreement.

In the event the Closing of this transaction shall not have occurred by July 31, 2026, then any Party may terminate this Agreement. If any expected or actual funding for any transaction contemplated herein is withdrawn, reduced, or limited in any way prior to the termination of this Agreement or Closing of this transaction, then any Party may terminate this Agreement.

In connection with any termination made in accordance with this Agreement, the other Parties shall be released from further obligation or liability hereunder to such terminating Party

(except for those obligations and liabilities which, pursuant to the terms of this Agreement, survive such termination), and this Agreement shall be null and void. Thereafter, all Parties shall be relieved of all further liability to each other hereunder, it being an essential objective of this Agreement to accomplish the three-way exchange of property described herein.

Each Party hereby agrees to use good faith efforts to satisfy and complete its respective obligations as necessary to comply with the conditions precedent set forth in this Agreement.

Section 3. Due Diligence/Due Diligence Period.

A. Due Diligence. Each Party (including its agents, employees and consultants), as a Transferee, shall be provided the opportunity during the Due Diligence Period (as defined below) to enter upon the Exchange Property that it is acquiring pursuant to this Agreement for the purpose of examining the same and the condition thereof, and to conduct such surveys and to make such engineering and other inspections, tests, and studies, including without limitation a Phase I environmental assessment (and, if deemed appropriate, to conduct a Phase II environmental assessment) (collectively, “Tests”) as each such Party may determine to be reasonably necessary. Each Party agrees to give reasonable advance notice of such Tests to the other Party and in accordance with the entry policies and procedures of the Parties. Each Party shall have until the end of the Due Diligence Period in which to make such additional Tests as it deems appropriate, and to deliver written notice to the other Party terminating this Agreement if such Party is not, for any reason or no reason whatsoever, satisfied with any Exchange Property that it is acquiring pursuant to this Agreement. If any Party fails to deliver such notice to the other Party terminating this Agreement by the end of the Due Diligence Period, then such Party’s right to terminate under this Section 3 shall be deemed to have been waived. If any Party timely delivers notice terminating this Agreement, this Agreement shall terminate, and the Parties shall have no further rights or obligations hereunder except those that expressly survive termination.

B. Due Diligence Period. As used in this Agreement, the term “Due Diligence Period” shall mean the period beginning on the Effective Date and ending on a date one hundred eighty (180) days after the Effective Date. The Parties shall review and approve, in their sole absolute discretion, the following due diligence items as described in this Section 3.

C. Property Surveys. During the Due Diligence Period, each of the Parties shall have the right and opportunity to obtain a survey for the property being conveyed to such Party (collectively, the “Property Surveys”), which Property Surveys shall (1) be certified to the Transferee and any title insurance company providing an owner’s policy of title insurance to Transferee; (2) reflect the actual dimensions of the Exchange Property described therein; (3) be conducted in accordance with the Minimum Detail Requirements and Standards for Land Title Surveys of the American Title Association and American Congress on Surveying and Mapping, including any additional “Table A” selections required by any Transferee, and (4) include the surveyor’s registered number and seal, the date of the survey, and the narrative certificate.

D. Title Review. The Parties agree that this Section 3(D) only applies to the CWU Property. On or before the last day of the Due Diligence Period, the City shall provide CWU with a written statement of any exceptions to title that it requests be cleared at or prior to Closing. Upon receiving such statement, CWU 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:

- a. Terminate this Agreement by providing written notice to the other Parties no later than five (5) days prior to Closing; thereafter no Party shall have any further rights or liabilities hereunder; or
- b. Reach an agreement with CWU, no later than five (5) days prior to 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 "a." above shall constitute a waiver of objections not resolved by written agreement.

E. Owner's Policy. The Parties agree that this Section 3(E) only applies to the CWU Property. On or before the last day of the Due Diligence Period, unless waived in writing by the City, the City shall obtain from First American Title Company of Ellensburg, Washington, or any substitute 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 CWU 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.

F. Condition of Exchange Properties. Each of the Parties, as a Transferor hereunder, confirms that during the Due Diligence Period it will provide the opportunity for the Transferee to inspect the Exchange Properties that Transferee is acquiring pursuant to this Agreement in accordance with this Section 3(F) for the purpose of conducting such inspections, analyses, and other Tests as Transferee has deemed advisable in its sole absolute discretion including but not limited to all Property Conditions (as hereinafter defined). EACH PARTY ACQUIRING AN EXCHANGE PROPERTY AS A TRANSFEREE HEREUNDER IS ACCEPTING SAID EXCHANGE 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 EXCHANGE 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 ANY TRANSFEROR OR OTHER PARTY AS TO ANY MATTERS CONCERNING SAID EXCHANGE PROPERTY, including but not limited to: physical

condition; zoning status; tax consequences of this transaction; utilities, operating history or projections of valuation; compliance by the Exchange Property with Environmental Laws (defined below) or other laws, statutes, ordinances, decrees, regulations and other requirements applicable to the Exchange Property; 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 Exchange 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 Exchange Property (collectively, the “Property Conditions”).

Each Party represents and warrants to the other Parties that it has not relied and will not rely on, and no other Party is liable for or bound by, any warranties, guaranties, statements, or representations, except as expressly stated herein, pertaining to the Exchange Properties or relating thereto.

Each Party with respect to the Exchange Property it is acquiring under this Agreement assumes the risk that Hazardous Substances or other adverse matters may affect the Exchange Property it is acquiring pursuant to this Agreement that were not revealed by the Party’s inspection and hereby waives, releases, and discharges forever the Transferor of such Exchange Property 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 Exchange Property.

For purposes of this Agreement:

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.

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.

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.

The provisions of this Section 3(F) do not apply to the real property owned by the County on which the Exchange Property being acquired by CWU is located, and CWU does not waive any claims or damages or release the County in any way regarding such real property. The provisions of this Section 3(F) shall survive the Closing.

G. Information. Within thirty (30) days from the Effective Date, each of the Parties, as a Transferor, shall deliver or make available to the Transferee for inspection and copying, with respect to the Transferor's Exchange Property, copies of documents or matters that are either in its possession or under its control relating to: (1) Hazardous Substances on, in, or under the Transferor's Exchange Property, including environmental reports, tests, and studies (draft and final) concerning the Transferor's Exchange Property; (2) surveys, topographical reports, and engineering reports concerning the Transferor's Exchange Property; (3) soil and water tests, reports, and notices concerning the Transferor's Exchange Property; (4) wetlands or biological reports concerning the Transferor's Exchange Property; and (5) all current leases and rental agreements along with a rental statement including names of tenants, rental rates, period of rental, security deposits, and a list of delinquent rents and their duration concerning the Transferor's Exchange Property (collectively, "Information"). Each Party, as a Transferor, covenants and agrees that if, prior to the termination of this Agreement or the Closing Date, it receives any Information relating to the Transferor's Exchange Property, it will immediately upon receipt provide the Transferee with a copy of the same.

H. Future Permits and Approvals. Any change a Transferee may seek to the land use designation or zoning classification applicable to any Exchange Property under local ordinances, together with any land use permits, project permits, development regulations, or official controls of any governmental entity relating to any Exchange Property that any Transferee may require to utilize the respective Exchange Property it is acquiring under this Agreement shall be and remain the sole responsibility of said Transferee as to the Exchange Property it is acquiring.

Section 4. Representations and Warranties. Each Party represents and warrants to the other Party as of the date of this Agreement and as of the Closing Date:

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 Closing, shall have all necessary power and authority to consummate the transactions contemplated hereby.

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

1. No actions, suits, proceedings, orders, inquiries, or investigations are pending or are threatened against, involving, or affecting the Exchange 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.

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

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

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

5. (a) No Hazardous Substances are, will be, or have been, stored, treated, disposed of, or incorporated into, on, or around the Exchange Property in violation of any applicable statutes, ordinances or regulations; (b) the Exchange Property is in material compliance with all applicable environmental, health, and safety requirements; (c) any business heretofore operated on the Exchange Property has disposed of its waste in accordance with all applicable statutes, ordinances, and regulations; and (d) there are no pending or threatened actions or proceedings arising out of the condition of the Exchange Property or any alleged violation of environmental, health, or safety statutes, ordinances, or regulations.

6. Except as set forth in Section 4(A) above and any authorization or ratification of any governing board, council, or commission of a Party as may be necessary to consummate Closing as well as any approval as to form by the Washington Attorney General's Office required to fully execute this Agreement and any amendments thereto, no permission, approval, or consent by third parties or governmental authorities is required to consummate this transaction.

7. Except as set forth herein, there are no unrecorded leases (whether written or oral, of any nature or duration), easements, encumbrances, or other agreements affecting the Exchange Property except as shown on the Owner's Policy, if applicable, or in the Kittitas County public records.

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

9. There are no historical artifacts, Indian artifacts, or burial grounds located on or under the Exchange Property and there are no endangered species, as determined under federal, state, or local laws, located on or under the Exchange Property.

10. Transferor 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 Exchange Property or that may affect the Exchange Property or any portion thereof and, to the knowledge of Transferor, no condition exists that with the passage of time or giving notice or both would constitute such a default.

11. Transferor is not a foreign person as defined in § 1445(f)(3) of the Internal Revenue Code of 1986, as amended.

12. There are no attachments, executions, assignments for the benefit of creditors, or proceedings in bankruptcy or under any other debtor relief laws contemplated by or pending or, to the knowledge of Transferor, threatened by or against Transferor.

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

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

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

C. Knowledge. The term "knowledge" as used in this Agreement, including without limitation this Section 4, refers to the actual, present knowledge of: (1) Heidi Behrends Cerniwey, City Manager, for the City; (2) Josh Fredrickson, Director of Public Works Department, for the County; and (3) Jim Wohlpart, CWU President, for CWU (each being the respective Party's "Information Representative"), as of the Effective Date of this Agreement.

Section 5. Operations Pending Closing. Except as otherwise set forth in this Agreement, no Party shall, after the Effective Date, (1) enter into or agree to enter into any lease, easement, license, or other agreement concerning occupancy or use of any of the Exchange Properties that will survive Closing hereunder, or (2) enter into, or consent in writing to, any easement, encumbrance, covenant, condition, restriction, or right-of-way affecting an Exchange Property without first obtaining the prior written consent of the intended Transferee of the Exchange Property hereunder.

Section 6. Conditions to Closing.

A. Conditions to the City's Obligation. The City's obligation to proceed to Closing under this Agreement is subject to the following conditions precedent:

1. As of the Closing Date, this Agreement is in full force and effect and the other Parties have timely performed each of their respective obligations and covenants under this Agreement.
2. The representations and warranties of the other Parties in this Agreement are true in all material respects as of the Closing Date.
3. As of the Closing Date, there shall have been no material adverse change in the condition of the Exchange Property to be acquired by the City other than as contemplated in this Agreement.
4. The City is able to obtain at Closing an Owner's Policy to the Exchange Property to be acquired by the City subject only to the Permitted Encumbrances applicable thereto under Section 3.
5. As of the Closing Date, the City and the County must have executed mutually agreeable assignments of any leases then in effect with respect to any tenancy in the City Building, including any required consents of lessees to said assignments.

B. Conditions to the County's Obligation. The County's obligation to proceed to Closing under this Agreement is subject to the following conditions precedent:

1. As of the Closing Date, this Agreement is in full force and effect and the other Parties have timely performed each of their respective covenants under this Agreement.
2. The representations and warranties of the other Parties in this Agreement are true in all material respects as of the Closing Date.
3. As of the Closing Date, there shall have been no material adverse change in the condition of the Exchange Property to be acquired by the County other than as contemplated in this Agreement.

C. Conditions to CWU's Obligation. CWU's obligation to proceed to Closing under this Agreement is subject to the following conditions precedent:

1. As of the Closing Date, this Agreement is in full force and effect and the other Parties have timely performed each of their respective covenants under this Agreement.

2. The representations and warranties of the other Parties in this Agreement are true in all material respects as of the Closing Date.

3. As of the Closing Date, there shall have been no material adverse change in the condition of the Exchange Property to be acquired by CWU other than as contemplated in this Agreement.

4. As of the Closing Date, CWU and the County must have executed a ground lease for the real property owned by the County on which the Exchange Property being acquired by CWU is located.

Section 7. Closing.

A. The closing of the property exchange contemplated by this Agreement (“Closing”) shall occur within (30) days after the Due Diligence Period ends (“Closing Date”). For purposes of this Agreement, Closing shall have occurred when all appropriate documents are recorded. The Closing of this transaction shall occur in the office of First American Title Company of Ellensburg, Washington, or such escrow, title insurance company, or attorney as the Parties may agree, either in person or virtually in accordance with Washington law, on or before the Closing Date.

Notwithstanding anything to the contrary, the obligations of each Party to consummate this transaction shall be subject to the fulfillment on or before the Closing Date of all of the Closing conditions contained in this Section 7, any or all of which may be waived in writing only by the Party for whose benefit said condition accrues, and the delivery of the following items:

B. At Closing and through escrow, the following shall occur:

1. CWU shall deliver to the Title Company for recording a quit claim deed for the CWU Property in a form acceptable to the City, fully executed and acknowledged by CWU and conveying title subject only to the Permitted Encumbrances;

2. CWU shall deliver to the Title Company for recording a real estate excise tax affidavit in the form applicable to the CWU Property;

3. The County shall deliver to the Title Company for recording a bill of sale for the County Building in a form acceptable to CWU, fully executed and acknowledged by the County, and conveying title;

4. The City shall deliver to the Title Company for recording a bill of sale for the City Building in a form acceptable to the County, fully executed and acknowledged by the City, and conveying title;

5. Each Transferor shall deliver to the corresponding Transferee a non-foreign status certificate pursuant to Internal Revenue Code § 1445, duly executed by the Transferor;

6. Each Party shall execute or deliver such other and further documents as may be reasonably required to consummate the transactions contemplated by this Agreement and for the Title Company to issue an Owner's Policy to the City in accordance with this Agreement;

7. Possession by each Transferee of the corresponding Exchange Property.

Section 8. Fees and Costs; Taxes.

A. Unless otherwise expressly set forth in this Agreement, the Parties shall prorate items of income and expense related to the Exchange Properties and shall allocate certain Closing costs as set forth in this Section 8.

B. Each Transferor will be responsible for the cost of removing any monetary encumbrances or obtaining any lien releases pertaining to the Exchange Property to be conveyed by it hereunder.

C. Each Party shall pay for the cost of any Property Appraisals, Property Surveys, Title Policies, or Tests obtained by, or on behalf of, said Party after the Effective Date. Each Party shall pay one-third (1/3) of the Closing escrow agent's fees and one-third (1/3) of the costs of recording all documents and instruments (other than those pertaining to a Transferor's own monetary encumbrances or other lien releases) to be recorded at the Closing. Each Transferor will be responsible for payment of all transfer taxes (real estate excise tax) attributable to the conveyance of that Transferor's Exchange Property to Transferee.

D. There shall be no proration for real estate ad valorem taxes, personal property taxes, or special tax assessments ("Taxes") accruing to, attributable to, or becoming a lien against any Exchange Property that are not yet due and payable as of the Closing Date. Each Party shall pay on or before the Closing Date any and all such Taxes attributable to the Exchange Property to be conveyed by it hereunder that is due and payable on or before the Closing Date.

E. Other than as set forth above or elsewhere in this Agreement, each Party shall pay its own expenses, including costs of legal counsel, incurred in connection with the transaction contemplated by this Agreement.

Section 9. Miscellaneous.

A. Time is of the essence of this Agreement. This Agreement is binding upon the heirs, executors, administrators, successors, and assigns of each of the Parties hereto.

B. In the event of any dispute between any of the Parties related to this Agreement, each Party will be responsible for its own attorneys' fees, costs, and any other expenses incurred in connection with such dispute. Venue for any suit arising under this Agreement will be in Kittitas County, Washington.

C. At the time of execution of this Agreement, CWU is leasing the County Building from the County pursuant to a written lease agreement. All rent and other amounts to be paid by CWU under said lease agreement shall be prorated to the Closing Date. In the event this transaction does not close for any reason, the City and CWU agree that the lease agreement referenced in this paragraph 9(C) will remain in full force and effect. At the time of execution of this Agreement, the City is leasing the City Building from the County pursuant to a written lease agreement. All rent and other amounts to be paid by the City under said lease agreement shall be prorated to the Closing Date. In the event this transaction does not close for any reason, the City and the County agree that said lease agreement will remain in full force and effect. At the time of execution of this Agreement, one or more tenants are lessees of the City in the City Building pursuant to written lease agreement(s). All rent and other amounts to be paid by any such tenant shall be prorated to the Closing Date. In the event this transaction does not close for any reason, the City and the County agree that any such lease agreement will remain in full force and effect.

D. All notices hereunder shall be in writing and addressed as set forth below, or to such other address as may be designated by the Party desiring its address to be changed in a notice to other Parties given in a like manner:

If to the City:

Heidi Behrends Cerniwey, City Manager
City Hall
501 North Anderson Street
Ellensburg, WA 98926

If to the County:

Josh Fredrickson, Director of Public Works Department
411 N Ruby Street, Suite 1
Ellensburg, WA 98926

If to CWU:

Stuart Thompson, AVP Campus Planning, Facilities Management and
Procurement
400 E. University Way
Ellensburg, WA 98926

Notice will be deemed to have been served (1) upon delivery in person to the address set forth above for the Party to whom the notice is given, (2) upon delivery in person at the Closing (if such Party is present at the Closing and the delivery is to be made at Closing), (3) three days after such notice is placed in the United States mail, return receipt requested, addressed to such Party at the address specified above, or (4) upon being deposited into the custody of a nationally recognized overnight delivery service for next day delivery, addressed to such Party at the address specified above.

E. No failure of a Party to enforce a provision of this Agreement will be construed as a general or a specific waiver of that provision, or of a Party's right to enforce that provision, or of a Party's right to enforce any other provisions of this Agreement. No waiver of any breach of any covenant or other provisions herein contained shall be deemed to be a waiver of any preceding or succeeding breach, or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed to be an extension of the time for performance of any other obligation or act.

F. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be deemed to constitute a single agreement. The execution and delivery of one counterpart by a Party shall have the same force and effect as if that Party had signed all other counterparts. The signatures to this Agreement may be executed on separate pages and when attached to this Agreement shall constitute one complete document.

G. This Agreement binds and is for the benefit of the Parties and their permitted successors and assigns. No Party to this Agreement may assign its rights and obligations hereunder without prior written consent of the other Parties, which consent shall not be unreasonably withheld, conditioned, or delayed.

H. This Agreement is governed by and must be construed in accordance with the laws of the State of Washington.

I. This Agreement may not be modified or amended except in writing signed by all Parties. This Agreement constitutes the entire agreement between the Parties with respect to the conveyance of the Exchange Properties and supersedes any prior understandings and agreements between them respecting the subject matter of this Agreement. There are no other representations, agreements, arrangements, or understandings, oral or written, between and among the Parties to this Agreement or any of them, relating to the subject matter of this Agreement.

J. If the day for performance of any act required under this Agreement falls on a Saturday, Sunday, or legal holiday, then the Closing Date or the day for such performance, as the case may be, shall be the next following regular business day.

K. Each of the provisions of this Agreement has been reviewed and negotiated and represents the combined work product of all Parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the Parties preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.

L. In case any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

M. It is not intended by this Agreement to, and nothing contained in this Agreement shall create, any partnership, joint venture, or other agreement between or among the Parties. No term or provision of this Agreement is intended to be, or shall be, for the benefit of any person, firm, organization, or corporation not a Party hereto, and no such other person, firm, organization, or corporation shall have any right or cause of action hereunder.

N. The Parties agree that they will take such further actions and execute and deliver any other consents, authorizations, instruments, or documents that are necessary or incidental to achieve the purposes of this Agreement.

O. All warranties, representations, covenants, obligations, and agreements contained in or arising out of this Agreement will survive the Closing and conveyance of the Exchange Properties. The indemnity obligations, if any, set forth in this Agreement shall survive the Closing or earlier termination of this Agreement.

P. Risk of loss or damage to any Exchange Property shall remain with the Transferor until Closing.

Section 10. Default. In the event of material breach or default by a Party of this Agreement or any of the conditions or provisions hereof, except for provisions that survive Closing, the other Parties shall have as their sole remedy the right to terminate this Agreement upon written notice without any additional liability to any Party. In the event of a material breach or default of any of the provisions in this Agreement that survive Closing by a Party, the other Parties may pursue all remedies that are available to them, whether at law or in equity, except as provided below.

After Closing of the property exchange, if any dispute arises between the Parties with respect to this Agreement, no Party shall be entitled to seek rescission of the conveyances that may have

already occurred pursuant to the Agreement as a remedy, and the only remedy available will be to seek monetary damages.

Section 11. Return of Information. If this Agreement is terminated without Closing having occurred, then promptly after such termination, each Party shall deliver to the other Party legible copies of all Tests, Property Surveys, studies, reports, and other written materials obtained or produced with respect to its inspection and review pursuant to this Agreement of any of the Exchange Properties.

Section 12. No Brokers. The Parties agree that there are no brokers involved in connection with this exchange.

Section 13. Tax Effect. No Party has made or is making any representations to the other Parties concerning any of the tax effects of the transaction provided for in this Agreement. No Party shall be liable for or in any way responsible to any other Parties because of any tax effect resulting from the transaction provided for in this Agreement.

Section 14. Effective Date. The “Effective Date” shall be the day on which the last of the three Parties executes this Agreement.

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

DATED this ____ day of April, 2026.

CITY OF ELLENSBURG

By: _____
Rich Elliott, Mayor

Attest: _____
Beth Leader, City Clerk

Approved as to form:

Christopher Horner, City Attorney

DATED this _____ day of April, 2026.

BOARD OF KITTITAS COUNTY
COMMISSIONERS

CORY WRIGHT, Chair

BRETT WACHSMITH, Vice-Chair

LAURA OSIADACZ, Commissioner

ATTEST:

Julie Kjorsvik, Clerk of the Board

DATED this _____ day of April, 2026.

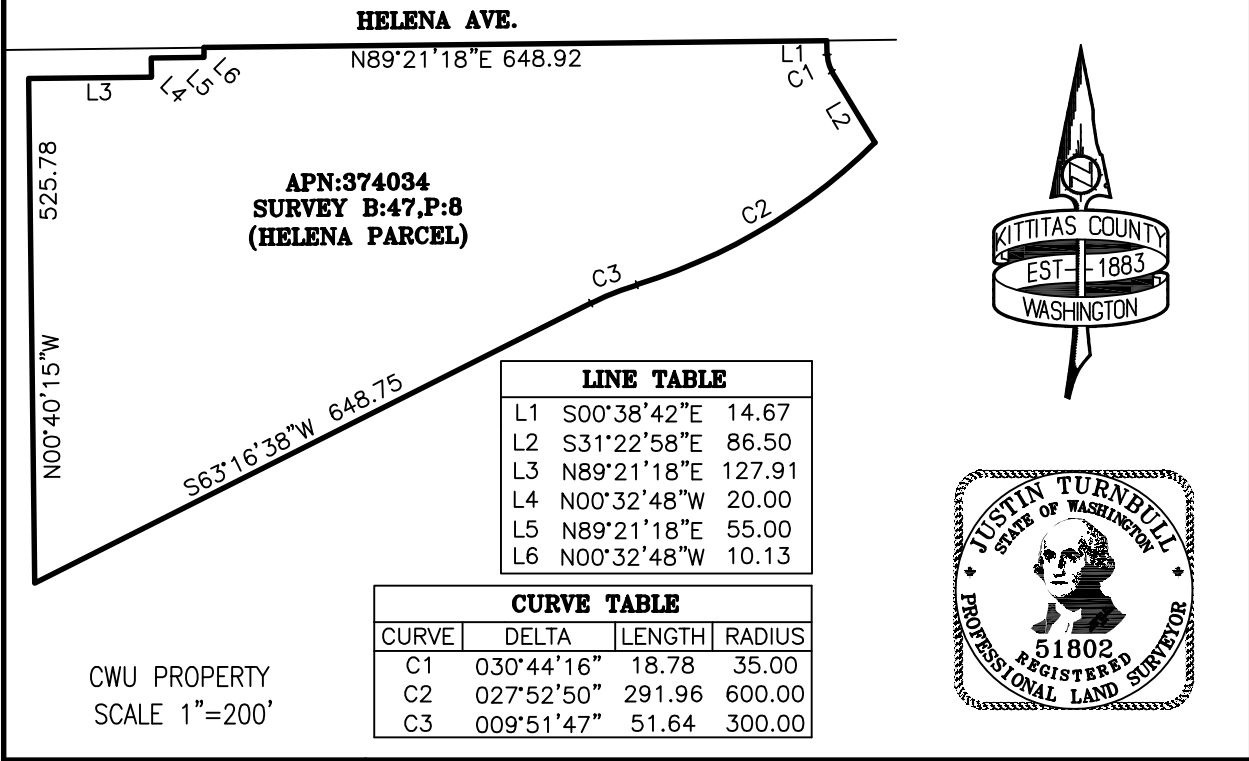
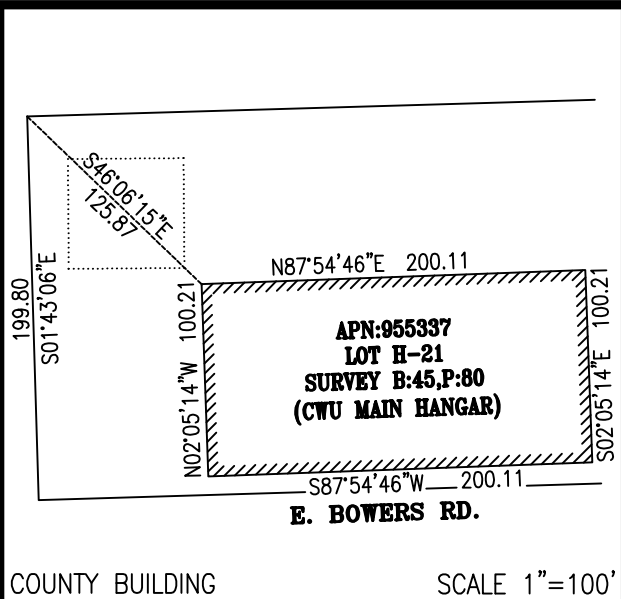
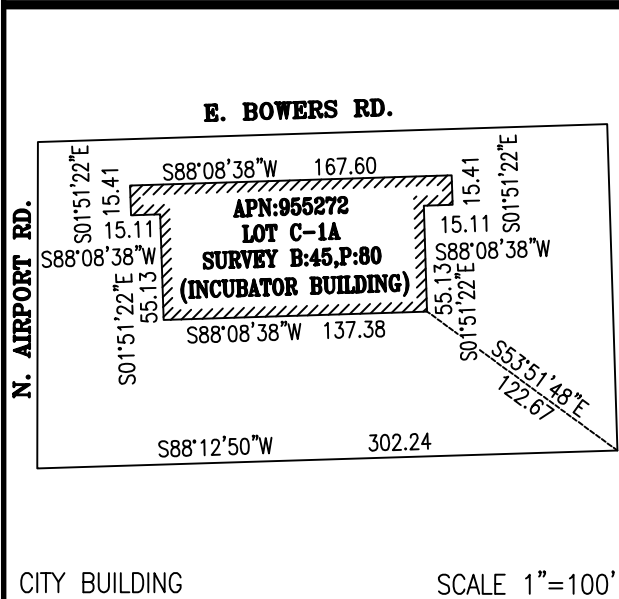
CENTRAL WASHINGTON UNIVERSITY

By: _____
Jim Wohlpart, President

Approved as to form:

Assistant Attorney General

EXHIBIT 'A'



KITTITAS COUNTY PUBLIC WORKS
411 N. RUBY ST., ELLENSBURG WA 98926
(509) 962-7523 www.co.kittitas.wa.us

PROPERTY EXCHANGE AGREEMENT
CITY OF ELLENSBURG / KITTITAS COUNTY / CENT. WA. UNIVERSITY

PT SW¼ SEC 24, NW¼ SEC 25 & NE¼ SEC 36, T18N., R18E., W.M.		SHEET
DRAWING TYPE EXHIBIT DRAWING		1 OF 1
PARCEL NO. VARIES	SCALE: VARIES	SHEETS
MAP I.D. VARIES	DATE: 11/26/2025	PROJECT
DRAWN BY: J. TURNBULL	CHECKED: J. TURNBULL	25009

EXHIBIT B

Legal Description of City Building (CenterFuse Economic Development Building Envelope)

That portion of Lot C-1A of “Bowers Field Airport Binding Site Plan 2nd Amendment,” recorded in Book 45 of Surveys at Pages 80-83, under Kittitas County Auditor’s File No. 202301190002, in the NW Quarter of the NW Quarter of Section 25, Township 18 North, Range 18 East, Willamette Principal Meridian, Kittitas County, Washington, described as follows:

Beginning at the Southwest corner of said Lot, thence $N88^{\circ}12'30''E$ along the south line, a distance of 302.17 feet; thence $N53^{\circ}52'09''W$, a distance of 122.67 feet to the true point of beginning; thence $S88^{\circ}08'17''W$, a distance of 137.38 feet; thence $N01^{\circ}51'43''W$, a distance of 55.13 feet; thence $S88^{\circ}08'17''W$, a distance of 15.11 feet; thence $N01^{\circ}51'43''W$, a distance of 15.41 feet; thence $N88^{\circ}08'17''E$ a distance of 167.60 feet; thence $S01^{\circ}51'43''E$, a distance of 15.41 feet; thence $S88^{\circ}08'17''W$, a distance of 15.11 feet; thence $S01^{\circ}51'43''E$, a distance of 55.13 feet to the true point of beginning.

EXHIBIT C

Legal Description of County Building (CWU Large Hangar Building Envelope)

That portion of Lot H-21 of "Bowers Field Airport Binding Site Plan 2nd Amendment," recorded in Book 45 of Surveys at Pages 80-83, under Kittitas County Auditor's File No. 202301190002, in the SE Quarter of the SW Quarter of Section 24, Township 18 North, Range 18 East, Willamette Principal Meridian, Kittitas County, Washington, described as follows:

Beginning at the Northeast corner of said lot, thence S88°12'30"W, along the North line, a distance of 517.78 feet; thence S46°00'02"E, a distance of 126.46 to the true point of beginning; thence N87°54'52"E, a distance of 200.11 feet; thence S02°05'08"E, a distance of 100.21 feet; thence S87°54'52"W, a distance of 200.11 feet; thence N02°05'08"W, a distance of 100.21 feet to the true point of beginning.

EXHIBIT D
Legal Description of CWU Property (Parcel #374034)

Lot A-1 of that certain record of survey recorded in Book 47 of Surveys, Pages 8-9, under Kittitas County Auditor's File No. 202505190028, in that certain portion of Block 9 of College Addition, according to the plat thereof recorded in Book 7 of Plats, Page 1, Kittitas County records, in the NW Quarter of the NE Quarter of Section 36, Township 18 North, Range 18 East, Willamette Principal Meridian, Kittitas County, Washington.



Meeting Date: April 6, 2026
City of Ellensburg
City Council Agenda Report

Agenda Subject: Execute Agreement for Professional Services for the Natural Gas System Plan and Authorize Necessary Budget Adjustments

Submitted by: Darin Yusi, Gas Engineer

Department: Energy Services

Suggested Motion/Action:

Authorize the City Manager to execute the Agreement for Professional Services for the 2027-2032 Natural Gas System Plan with the consultant Kimley-Horn and authorize necessary budget adjustments.

Background/Summary:

Statement of Qualifications (SOQ's) from prospective consultants were received on Thursday, October 2, 2025, for the City Natural Gas System Plan Update. Staff received two SOQ's and completed a full review process for the System Plan Update. Kimley-Horn is a qualified consultant and has been selected to perform the work.

The City Gas Division completes a thorough evaluation of its entire system to confirm existing and potential gas loads are met with adequate flow and pressure throughout the system. The system plan identifies potential projects for maintaining and/or improving system reliability and integrity and generates a six-year capital investment plan. Gas System Plan Updates are performed on a six-year basis with the last plan updated and adopted in 2020.

Previous Council Action:

The Utility Advisory Committee (UAC) at their March 19, 2026, meeting forwarded a favorable recommendation to City Council for the approval of this agenda item.

Analysis:

After selecting Kimley-Horn as a qualified consultant to perform the Natural Gas System Plan Update, staff negotiated a Professional Services Agreement (lump sum) in the amount of \$165,500.

The agreement covers system modeling and analysis, integrity analysis for pipe materials, regulator stations and valves, regulator capacity calculations and hydraulic analysis, and overpressurization analysis. The consultant will also be providing system recommendations and an updated six-year capital improvement plan.

Financial Impact:

The City Gas Division budgeted \$120,000 for this project. The agreement with Kimley-Horn

has a final cost of \$165,500. The Gas Fund has an adequate fund balance to cover the additional costs.

Budget Adjustment: Yes

Attachments:

1. Kimley-Horn-Professional Services Agreement-final

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
THE CITY OF ELLENSBURG
AND
KIMLEY-HORN AND ASSOCIATES, INC.**

**RELATING TO: SERVICES PROVIDED FOR THE CITY OF ELLENSBURG
NATURAL GAS SYSTEM PLAN**

THIS LUMP SUM AGREEMENT is made and entered into this 18th day of February, 2026 (“Effective Date”), by and between THE CITY OF ELLENSBURG, a non-charter code city of the State of Washington (hereinafter called the “CITY”) and KIMLEY-HORN AND ASSOCIATES, INC., a North Carolina 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 Natural Gas System Plan 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, Scope of Work and shall include all services and material necessary to accomplish the work (“Services”).

2.2. The CITY may review the CONSULTANT’S work product, and if it is not

satisfactory, the CONSULTANT shall make such changes as may be required by the CITY. Such changes shall not constitute "Extra Work", as related in Section 14 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 A, Scope of Work.

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.

The CITY will remit payment electronically to the CONSULTANT as listed on CONSULTANT's invoices.

4.6. Payment for “Extra Work” performed under Section 14 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 14 – 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 \$165,500. This amount is the maximum amount to be paid under this Agreement and shall not be exceeded without prior written authorization from CITY in the form of a negotiated and executed amendment of this Agreement.

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

6. RELATIONSHIP OF PARTIES.

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

6.2. Employees of the CONSULTANT, while engaged in the performance of any work or services under this Agreement, shall be considered employees of the CONSULTANT only and not of the CITY, and claims that may arise under the

Workman's Compensation Act on behalf of said employees while so engaged, and any and all claims made by a third party as a consequence of any negligent act or omission on the part of the CONSULTANT'S employees while so engaged, on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT. On or before the Effective Date, CONSULTANT shall file, maintain and/or open all necessary records with the Internal Revenue Service and the State of Washington, and as may be required by RCW 51.08.195, to establish CONSULTANT's status as an independent contractor.

7. 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. INTELLECTUAL PROPERTY. CONSULTANT may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by CONSULTANT or its affiliates ("Intellectual Property") in the performance of this Agreement. Intellectual Property, for purposes of this section, does not include deliverables specifically created for the CITY pursuant to the Agreement. Unless explicitly agreed to in writing by both parties to the contrary, CONSULTANT maintains all interest in and ownership of its Intellectual Property and conveys no interest, ownership, license to use, or any other rights in the Intellectual Property to the CITY. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by the CONSULTANT and its affiliates. If CONSULTANT's services include providing the CITY with access to or a license for CONSULTANT's (or its affiliates') proprietary software or technology, the CITY agrees to the terms of the Software License Agreement set forth at <https://www.kimley-horn.com/khts-software-license-agreement> ("the License Agreement") which terms are incorporated herein by

reference.

9. 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.

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

10.1. 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,

10.2. 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.

11. SUBCONTRACTING

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

11.2. 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.

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

12. SUPERVISION, INSPECTION AND PERFORMANCE.

12.1. Even though CONSULTANT is an independent contractor with the

authority to control and direct the performance and details of the Services, the Services must meet the approval of CITY and shall be subject to CITY's general right of inspection and supervision to secure the satisfactory completion of this Agreement.

12.2. 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.

12.3. 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.

13. 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.

14. 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.

15. TERMINATION.

15.1. 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.

15.2. 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.

15.3. 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 15, 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 15 shall not constitute a breach of the Agreement by the CITY.

16. INDEMNIFICATION/HOLD HARMLESS.

16.1. Indemnification / Hold Harmless. General Liability. 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 covered by Commercial General Liability, including attorney fees, arising out of or resulting from the acts of Consultant or its employees in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

16.2. Indemnification / Hold Harmless. Professional Liability. Consultant shall indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits covered by Professional Liability Insurance, including attorney fees, arising out of or resulting from the wrongful acts (actual or alleged negligent acts, errors or omissions, including personal injury) of Consultant or its employees in performance of this Agreement. Consultant shall pay for the City's defense costs upon any determination of Consultant's liability.

16.3. 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 hereunder shall be only to the extent of the Consultant's negligence.

16.4. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

17. INSURANCE.

17.1. 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.

17.2. 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.

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

17.3.1. 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,

17.3.2. 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,

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

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

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

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

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

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

17.5. 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:

17.5.1. 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.

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

17.5.3. 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.

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

17.7. 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.

17.8. 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.

17.9. 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.

18. 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.

19. 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
Gas Division
Attention: Darin Yusi
501 N. Anderson
Ellensburg, WA 98926

Kimley-Horn and Associates, Inc.
300 Corporate Center Dr. Suite 401
Camp Hill PA 17011

20. 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.

21. 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.

22. 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.

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

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

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

26. 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 – Consultant Labor Costs 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:

By: _____

Printed Name: _____

Title: _____

Tax ID#: _____

THE CITY OF ELLENSBURG:

By: _____

Printed Name: _____

Title: _____

ATTEST: _____

Beth Leader, City Clerk

Approved as to Form:

Christopher Horner, City Attorney



MANAGER'S REPORT

DATE: April 6, 2026

To: Ellensburg City Council

FROM: Heidi Behrends Cerniwey, City Manager

1. Waste Management Spring Cleanup Days

The Waste Management contract with the City of Ellensburg provides for a fall and spring waste disposal coupon program. The coupons are valid for each Waste Management customer (one per subscribing household) to self-haul to the County Transfer Station. Customers are required to show proof of residency. Coupons have been mailed out and are available at City Hall. This spring's event is scheduled for April 11th through the 18th. Waste Management customers within the city limits who are unable to haul garbage to the transfer station because of disability may request curbside collection of extra garbage during Spring Cleanup Days by calling the City of Ellensburg at 509-962-7230.

2. Coffee with Council 2026 Dates

City staff have identified six dates for Coffee with Council events in 2026. As Council has previously requested, these sessions are scheduled to take place in conjunction with other City events to help maximize community attendance and engagement. Councilmembers are asked to sign up to volunteer for these Coffee with Council dates so staffing and outreach can be confirmed in advance.

- **Saturday, May 2 from 10 AM – 12 PM**
Recycle Day Event (City Hall)
- **Saturday, May 30 from 10 AM – 12 PM**
Bike Month Event (Unity Park)
- **Friday, June 5 from 5 PM - 7 PM**
First Friday Art Walk (Unity Park)
- **Wednesday, June 17 from 11 AM – 1 PM**
Touch-a-Truck (Rotary Park)
- **Saturday, August 8 from 9 AM – 11 AM**
Farmer's Market (Unity Park)
- **Tuesday, September 22 from 2 PM – 5 PM**
Bite of the Burg (Downtown)

3. Washington State Rec & Conservation Office Approves City PROS Plan

Staff submitted the Parks, Recreation, Open Space, and Sustainability (PROS) Funding Plan to the Washington State Recreation and Conservation Office (RCO). Following its review, the RCO provided positive feedback and requested the City of Ellensburg's permission to share these materials as an example of a high-quality funding PROS Plan with other communities in the future.

4. FISH Warehouse Dedication Ceremony on April 10

The construction of a new FISH warehouse facility is complete. City Council is invited to attend a short dedication ceremony scheduled for April 10 from 10:00-12:00, followed by a short tour of the facility.

5. Climate Commitment Act Auction Results

Staff participated in the recent Climate Commitment Act (CCA) Auction #13 on March 4, 2026, and successfully consigned allowances at the settlement price of \$65.26/allowance.

6. Preview of April 20 Council Agenda

The next meeting will include Proclamations for National Safe Digging Month and Bike Month, as well as second reading of the Ordinance outlining the new electric utility rates.