

CITY COUNCIL AGENDA

August 7, 2023

NOTE MEETING LOCATION CHANGE TO: HAL HOLMES COMMUNITY CENTER



The Ellensburg City Council meeting will be livestreamed on the ECTV Ellensburg YouTube channel. Members of the public may attend the August 7, 2023, City Council meeting either in person in the Hal Holmes Community Center, 209 N Ruby Street, Ellensburg, WA 98926 or by registering to attend remotely via video conference. The broadcast on Charter/Spectrum Channel 191 will be available approximately two hours after the end of the meeting.

The Study Session will also take place in the Hal Holmes Community Center, 209 N Ruby Street, Ellensburg, WA 98926. No public comment will be accepted. The meeting will be available to view on YouTube at ECTV Ellensburg.

To attend the city council meeting virtually register here:

https://us02web.zoom.us/webinar/register/WN_60k0fMp3Ssee9ElwbPZITw

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."

AMERICANS WITH DISABILITIES ACT

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 by calling the City of Ellensburg ADA Coordinator at (509) 962-7222 or email ADAcordinator@ellensburgwa.gov.

**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/UC8W33333333333333333333). 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.

City Council accepts testimony or comments in person or via remote testimony under Citizen Comment on Non-Agenda Items (Item No. 7) as well as for all other topics under the Regular Agenda. 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.*** Anyone wishing to speak on items under the Agenda must register prior to 7 p.m. the day of the meeting. Once registered, you will receive an email with the meeting link and phone number (for those who wish to call into 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. Any interested person may provide comments: 1) under Item 7 on non-agenda items, or 2) on any listed agenda items. If you wish to speak, you must:
 - a) 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.
 - b) Wait to be called upon by the Mayor using your name, e-mail, or phone number used to log in to the teleconference.
6. Please state your name, address, 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, address, 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).

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 AMENDED AGENDA
Hal Holmes Community Center
209 North Ruby Street
Ellensburg, WA 98926
And remotely via Zoom
Monday, August 7, 2023
6:00 PM – Study Session
7:00 PM - Regular Meeting

Study Session (No Public Comment)

- A How do Projects Become "A Complete Streets Project"? (streets, sidewalks, ADA ramps, bike lanes, etc.)

Pledge of Allegiance

- 1. Call to Order and Roll Call**
- 2. Proclamations** (Public Comment Opportunity)
- 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.

- | | |
|--|----|
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| 5.B Acknowledge Minutes of Boards and Commissions | 10 |
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CITY OF ELLENSBURG

Minutes of City Council, Regular Meeting

Date of Meeting

July 17, 2023

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 Mayor Lillquist

1. Call to Order and Roll Call

Roll Call Present: Sarah Beauchamp, Rich Elliott, Nancy Goodloe, Nancy Lillquist, David Miller, Monica Miller, Adam Winn

Others present in person: City Manager Behrends Cerniwey, City Attorney Weiner, City Clerk Leader, Community Development Director Carlson, Planning Manager Johnston, Arts & Economic Development Manager Vandenberg and approximately six members of the public

Others present remotely via Zoom: One member of the public

2. Proclamations

3. Awards and Recognitions

4. Approval of Agenda

Councilmember Elliott moved to Approve the Agenda as presented. **Motion Approved 7-0**

5. Consent Agenda

- 5.A Approve Minutes of July 3, 2023 Regular Meeting
- 5.B Approve University Way Banner Request for Kittitas County Health Network - October 17-23, 2023
- 5.C Approve University Way Banner Request for CWU - May 28-June 3, 2024
- 5.D Kittitas County Fair and Rodeo Requests
- 5.E Award Bid Call No. 2023-07 15kV 1/0 Medium Voltage Underground Distribution Cable to General Pacific Inc.
- 5.F Bid Award – Bid Call No. 2023-10, 2023 Residential Sidewalk Repair Program
- 5.G Reject All Bids for Bid Call No. 2023-08 Distribution Transformers

-
- 5.H Amendment to Memorandum of Understanding Between Care Center and City of Ellensburg for Cabulance Service

- 5.I Approve July 17, 2023 Voucher Listing

Councilmember Elliott moved to Approve the Consent Agenda as presented. **Motion Approved 7-0.**

6. Petitions, Protests, and Communications

- 6.A Board and Commission Appointments (Public Comment Opportunity)
Alex Eyre, Arts Commission Chair, commented on the Commission's recommendation for the appointment of Erin Oostra. Erin introduced herself and shared her interest in serving on the Arts Commission.

Councilmember Goodloe moved to approve the appointment of Erin Oostra to the Arts Commission. **Motion Approved 7-0.**

7. Citizen Comment on Non-agenda Issues

Pat Kelleher, 6530 Wilson Creek Rd, spoke regarding downtown parking and parking at Unity Park.

Jose Jalisco, Market Manager for T-Mobile, spoke regarding Small Market Rural Areas and Hometown Grants that T-Mobile provides to communities.

8. Business Requiring Public Hearings

9. Introduction and Adoption of Ordinances and Resolutions

- 9.A Resolution 2023-18 to Approve Sale of Whitfield Triangle (Public Comment Opportunity)

Terry Weiner, City Attorney, presented information in the staff report.

Pat Kelleher, 6530 Wilson Creek Rd, commented regarding the sale of the property and use of the funds for Reed Park.

Councilmember Elliott moved to adopt Resolution 2023-18, approving the sale of the Whitfield Triangle and authorizing the City Manager to execute any documents required to complete the sale in substantially similar form to Exhibit 1. **Motion Approved 7-0.**

10. Unfinished Business

11. New Business

- 11.A OriginPay Order Form and SOW - Origin SmartCity Implementation (Utility Billing Software/CIS) Project

Keith Bassett, Assistant Finance Director, presented information in the staff report. Council asked questions of staff.

Councilmember Elliott moved to approve the City Manager executing the OriginPay

Order Form and SOW as presented or in a substantially similar form and sign other necessary agreements to implement OriginPay for utility billing system payment processor. **Motion Approved 7-0.**

11.B Introduction of the 2023 Comprehensive Plan Docket List (Public Comment Opportunity)

Jeremy Johnston, Planning Manager, presented information in the staff report. Council asked questions of staff.

Councilmember Monica Miller moved to approve the proposal 2023-01 for docketing during the 2023 annual Comprehensive Plan amendment process. **Motion Approved 7-0.**

Councilmember Monica Miller moved to approve the proposal 2023-02 for docketing during the 2023 annual Comprehensive Plan amendment process. **Motion Approved 7-0.**

Councilmember Monica Miller moved to approve the proposal 2023-03 for docketing during the 2023 annual Comprehensive Plan amendment process. **Motion Approved 7-0.**

Councilmember Monica Miller moved to approve the proposal 2023-04 for docketing during the 2023 annual Comprehensive Plan amendment process. **Motion Approved 4-3.**

Yes: Rich Elliott, Adam Winn, David Miller, Monica Miller

No: Sarah Beauchamp, Nancy Goodloe, Nancy Lillquist

Councilmember Monica Miller moved to approve the proposal 2023-05 for docketing during the 2023 annual Comprehensive Plan amendment process. **Motion Approved 7-0.**

11.C Letter of Mutual Partnership Between Kittitas County, Cities, and Organizations to Implement Strategies of the Kittitas County Economic Development Strategic Plan
Kelle Vandenberg, Arts & Economic Development Manager, presented information in the staff report.

Councilmember Elliott moved to authorize the Mayor to sign the Letter of Mutual Partnership between county, cities, and organizations with regards to the Kittitas County Economic Development Strategic Plan. **Motion Approved 7-0.**

12. Miscellaneous

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

The City Manager presented the report. She also reviewed information regarding the Habitat for Humanity proposal for Catherine Park, current community surveys on the City website, and a survey for the Rotary Park Master Plan. National Night Out will be at Memorial Park on Tuesday, August 1st.

Executive Session per RCW 42.30.110(1)(i) was needed and would take

approximately five minutes. No action would be taken.

12.B Councilmembers' Reports (No Public Comment)

- Councilmember Beauchamp reported on the Affordable Housing Commission meeting and attended Coffee with Council
- Councilmember Elliott attended the KITTCOM Board and Planning Commission meetings
- Councilmember Goodloe attended the County Homelessness & Affordable Housing Committee and DEI Commission meetings
- Councilmember David Miller attended PTAC meeting and Coffee with Council
- Councilmember Monica Miller reported on Landmarks & Design Commission
- Councilmember Winn attended State Representatives Legislative Town Hall & the Rodeo mural ribbon cutting ceremony
- Mayor Lillquist attended CETA workshop, Legislative Town Hall, and Airport Advisory Committee meeting

13. Executive Session

- 13.A Per RCW 42.30.110(1)(i), 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.

Council recessed for an Executive Session at 8:10 pm. Anticipated time would be five minutes and no action would be taken. Council reconvened at 8:15 pm.

14. Adjournment

Meeting adjourned at 8:15 pm.

Mayor

ATTEST:

City Clerk

CITY OF ELLENSBURG

Date of Meeting

Time of Meeting

Place of Meeting

Minutes of Diversity, Equity & Inclusion

Commission Meeting

June 13, 2023

3:00 PM

Council Conference Room

Ellensburg, WA 98926

And remotely via Zoom

1. Call to Order and Roll Call

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

Roll Call Present: Nancy Goodloe, Tylenne Carnell, Kandee Cleary, Alex Mandujano, Amber Hoefer, and Olene Togiallua.

Commissioner Carnell moved to approve an excused absence for Commissioners Divine and Colazo. Commissioner Mandujano seconded the motion. **Motion approved.**

Also present: Nicole Klauss, Public Information Officer (Recording Secretary); Ramona Bryant (League of Women Voters); and Pat Kelleher.

2. Approval of the Agenda

Chair Goodloe requested to remove the partnership opportunity with Dispute Resolution Center from the agenda and push it to the July meeting due to materials not being ready. Commissioner Carnell moved to approve the amended agenda. Commissioner Hoefer seconded the motion. **Motion approved.**

3. Approval of Minutes from May 9, 2023 Meeting

Commissioner Cleary moved to approve the May 9, 2023 meeting minutes. Commissioner Togiallua seconded the motion. **Motion approved 5-0.**

4. Previous Meeting Motions And To-Do List Review

- Nicole needs to set up time for two commissioners to go to another commission meeting.
- DEI Commission will start conversation about what is a safe community on agendas.

6. Subcommittee Reports

None.

7. Commission Member Reports

Commissioner Cleary said she was surprised how large the Pride parade was and the reception it got throughout. Chair Goodloe said the Kittitas County Pride group did a good job organizing the event.

8. New Business

A. Providing Address During Public Comment

The Commission discussed the City's rules about providing an address during public comment. Commissioner Cleary moved to review the language surrounding providing an address during public comment and suggest changes to City Council. Commissioner Carnell seconded the motion. **Motion approved 5-0.** Commission subcommittee to review includes Tylene, Amber and Kandee. They will bring back a recommendation at the August meeting.

B. Review and Approve Grant Process

The Commission reviewed the drafted grant process document and Klauss reviewed changes. Commissioner Cleary moved to accept the document as this year's grant process. Commissioner Mandujano seconded the motion. During discussion Commissioner Hoefer asked what guidelines the City must follow for grants. **Motion approved 5-0.**

C. 2023 Proclamations/Recognition Days

The Commission reviewed the draft Proclamation/Recognition Days list and suggested adding a Juneteenth and Trans Day of Visibility proclamation. Suggestions for recognition days include:

- May 5: Missing and Murdered Indigenous Women Day
- Ramadan, fluctuates annually (late March, early April)
- Feb. 17: Acts of Kindness Day
- Sept. 16: Mexico Independence Day
- Possibly Cinco de Mayo, more research is needed
- Suggestion to add International Women's Day info to Women's History Month since it's during the same time.

Klauss will send an updated list out to the commission and members will bring final suggestions to the July meeting.

D. Select DEI Commission Retreat Date

The Commission selected Friday, August 11, 2023 as the retreat date from 8 a.m. to noon. Commissioner Hoefer is unable to attend but everyone else is available. Klauss will work with Goodloe to set the agenda.

E. Update on Juneteenth Celebration

Chair Goodloe said a Juneteenth Celebration was not able to be pulled together for 2023, but the City Council signed a proclamation for the day.

9. Staff Report

Klauss reported on the vacancy, liaison invitations, the award Chair Goodloe received from the Washington Association of School Administrators, and onboarding new commission members.

10. Public Comment

Chair Goodloe called for public comment. Pat Kelleher provided public comment about City park restrooms lacking in ADA standards and asked for support in getting minimum standards.

11. Preview Next Meeting July 11, 2023

- Finalize the list of Proclamations/Recognition Days to send to Council
- Partnership opportunity with the Dispute Resolution Center

Meeting adjourned at 3:56 p.m.

Nicole Klauss

Drafted: 6/15/23

Approved: 7/11/23



Centerfuse

Ellensburg Business Development Authority BOARD OF DIRECTORS MEETING MINUTES

Regular meeting held synchronously in-person and virtually

Wednesday, June 14, 2023

4:00-5:30 PM

Members in Attendance: Garrett Poshusta, Chair; Grant Clark, Treasurer; Del Bankston, Secretary; John Perrie, Board Member; Bob Rapp, Board Member; Jennifer Lubanski, Board Member, James Jankowski, Board Member; and Jared Vallejo, Board Member

Others present: Jeff Snedeker, Arts Commission member; Rich Elliott, Ellensburg City Council liaison; and Margaret Reich, Executive Director

Absent: Andreas Bohman, Vice Chair

1. Meeting Called To Order

The Chair called the meeting to order at 4:00 PM

2. Approval of Agenda

Motion to approve the June 2023 meeting agenda by John Perrie, second by Jared Vallejo. Motion approved by unanimous vote.

3. Approval of Minutes

Motion to approve the May 12, 2023 regular meeting minutes by Grant Clark, second Jennifer Lubanski. Motion approved by unanimous vote.

4. Public Comment

No public comment. Board group photo taken.

Special presentation by Manastash Media, CenterFuse's marketing consultant, who shared information about social media insights and ads, as well as traffic to CenterFuse's two websites.

5. Board Business

a. Organizational Effectiveness

Grant Clark, Treasurer presented the financial reports.

Executive Director Reich informed the board of an RFP for a Feasibility Study, the results would chart a path for CenterFuse to decrease the burden on government resources and increase revenue diversity. She also provided an update of the Washington State Auditor's Office Assessment Audit, organizational impact metrics for May 2023, and the Ellensburg City Council presentation delivered on June 5th.



Chair Poshusta attended the June 5th council presentation and shared some comments as did Board member Bankston. Ellensburg Councilmember Rich Elliott indicated the city is interested in discussing dissolving the public development authority and contracting with CenterFuse on an as needed basis. The Board asked staff to perform an analysis of options and to schedule a special meeting to discuss in more depth.

b. Build Local Capacity

Executive Director Reich indicated there was no update for the countywide economic development plan implementation, the consultant for the art's space consultant's visited Ellensburg late May/early June, and the submission of the electric vehicle charging station installation grant for the City of Kittitas. Member Lubanski provided an update on the formal formation of the Ellensburg Arts & Culture Alliance.

c. Marketing

Economic Development Assistant Carstens updated the board on the progress of the implementation of the key industry recommendations.

d. Business Recruiting & Expansion

The Executive Director provided a progress report the Winco distribution center, and for the grant funded projects including the USDA Non-Residential Building and Land data collection, the CERB I-90 West Interchange Private Development study, and the CERB Value-Added Wood Products study. The Washington Commerce Innovation Cluster Accelerator Program Launch kick off meeting is happening later this month.

6. For the good of the order

Economic Development Assistant Carstens discussed the improvements at the Business Park building including parking lot striping and lighting upgrades. He is working with Kittitas PUD on an indoor lighting assessment and hopes to work with the City of Ellensburg on natural gas incentives.

7. Adjournment – time 5:23 Motion to adjourn by Del Bankston.

Drafted: 6/15/2023

Approved: *Del Bankston*
Submitted by: Margaret Reich



ELLENSBURG ENVIRONMENTAL COMMISSION

**May 17, 2023, Regular Meeting
Hybrid Meeting In-Person and Zoom**

Members Present: Christina Wollman, Jean Marie Linhart, Andrea Sledge, Kristine Steinkoenig, and Aaron Peterson

Members Absent: Jess Black,

Also present: Laura Wilson-Recording Secretary

CALL TO ORDER

Commissioner Wollman called the meeting to order.

AGENDA

The agenda was acknowledged with no changes.

MINUTES

Commissioner Steinkoenig motioned to approve the April 19, 2023, regular meeting minutes. Commissioner Linhart seconded the motion. The motion passed with all in favor.

CITIZEN COMMENT

There was no citizen comment.

NEW BUSINESS

None

BICYCLE ADVISORY

None

STAFF UPDATE/DISCUSSION ITEMS

The Commission discussed updates to the 2024 Water Quality Grant Application.

ADJOURNMENT- The meeting adjourned.

PUBLIC TRANSIT ADVISORY COMMITTEE MEETING MINUTES

City of Ellensburg
Date & Time of Meeting
Place of Meeting

Minutes of PTAC Meeting
June 20, 2023 3:30 PM
Hybrid Meeting

1. Call to Order and Roll Call

Roll Call Present: David Miller, Sawyer Stearns, Christopher King, Amy Spitznas, Joey Bryant

Roll Call Absent: Jim Hurson (Excused)

Also Present: Keiko Walsh - HopeSource

2. Approval of Agenda

- Motion by Joey Bryant to approve the PTAC Meeting Agenda.
Motion Affirmed by all.

3. Ridership Stats

- May 2023 Ridership stats were presented.

4. Agenda Items

- PTAC members recommended the Amendment No. 1 to the Agreement between Hearthstone and the City of Ellensburg for Cabulance Service be forwarded to the City Council for approval.
Motion by Joey Bryant. **Motion Affirmed by all.**

5. Transit Marketing Updates

- A Central Transit Bus will be at the June 21, 2023 Touch a Truck event.

6. Transit Updates

- Central Transit has 4 consent agenda items on the City County Agenda June 20, 2022.
- The updated runtimes and additional time stops were shared.
- Information regarding the DSHS Bus Shelter was shared including where the information is posted.
- Information regarding the completed Zero Emissions Transition Plan was shared.

7. Approval of Minutes

- Motion by Joey Bryant to approve the May 16, 2023 PTAC Minutes.

Motion Affirmed by all.

10. Next PTAC Meeting:

The next regular PTAC meeting will be held on July 18, 2023

11. Adjournment:

With no further discussion, the meeting was adjourned at 4:05 PM

Betsy Dunbar

Drafted: June 22, 2023

Approved: July 18, 2023



CITY OF ELLENSBURG

Utility Advisory Committee

Date of Meeting

June 15, 2023

Time of Meeting

3:30 PM

Place of Meeting

Council Chambers and remotely via Zoom

Nancy Goodloe, Chairperson, term expires May 31, 2024

Nancy Lillquist, City Council, Vice Chairperson, term expires May 31, 2025

Jeff Bousson, CWU, term expires May 31, 2025

Bryan Clark, KITTCOM, term expires May 31, 2026

VACANT, Telecommunications Utility customer, term expires May 31, 2026

VACANT, City Utility Customer, term expires May 31, 2026

VACANT, City Utility Customer, term expires May 31, 2026

1. CALL TO ORDER

Chairperson Goodloe called the meeting to order at 3:30 pm.

2. ROLL CALL

Members present: Nancy Goodloe, Chair; Nancy Lillquist, City Council; Jeff Bousson, CWU.

Committee member Lillquist moved to excuse Bryan Clark. **Motion approved. 3-0**

Also present: Buddy Stanavich, Power & Gas Manager; Kim Bowie, Operations Analyst; Darin Yusi, Gas Engineer (Zoom); Michael Jenkins, Finance Officer; Paul Meyer, Senior Electrical Engineer.

Two members of the public present remotely via Zoom.

3. APPROVAL OF AGENDA

Committee member Lillquist moved to approve the agenda as presented.

Motion approved. 3-0

4. APPROVAL OF MINUTES

4.A. Approve minutes - May 18, 2023 regular meeting minutes

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

5. APPROVAL OF CONSENT AGENDA

No consent items.

6. CORRESPONDENCE AND CITIZEN COMMENTS ON NON-AGENDA ITEMS

Chair Goodloe shared that correspondence was received from Meghan Anderson via email and was distributed to the Committee.

7. TELECOMMUNICATIONS UTILITY DISCUSSION ITEMS

None

Telecommunication members are allowed to vote on telecommunication items only per ECC 1.50.040

8. ELECTRIC, NATURAL GAS, WATER, WASTEWATER, STORMWATER UTILITY DISCUSSION ITEMS

8.A. Appointment of Applicants

Committee member Lillquist moved to forward a favorable recommendation to City Council to appoint applicants Audrey Huerta & Grant Craig. **Motion approved. 3-0**

9. INFORMATIONAL ITEMS

9.A. Climate Commitment Act May 31, 2023 Cap-and-Invest Auction Update

Buddy Stanavich shared that the City participated in the May 31st auction and was successful in acquiring current 2023 allowances & advance 2026 allowances.

9.B. Sustainability & Energy Plan Project Update

The steering committee met May 31st. Currently survey questions are being drafted for the Committee to review and approve via email before the public survey.

9.C. Committee Member Updates

Chair Lillquist congratulated the gas department on receiving the APGA Excellence in Environmental Stewardship award.

9.D. Public Works & Utilities Issues and Updates

Public Works & Utilities updates were shared.

10. NEXT MEETING

10.A. July 20th, 2023 at 3:30 pm

11. ADJOURNMENT

With no further discussion, the meeting adjourned at 4:05 pm.

Kim Bowie

Recording Secretary
Drafted: 6/16/23
Approved: 7/20/23



Meeting Date: August 7, 2023
City of Ellensburg
City Council Agenda Report

Agenda Subject: Consideration of Approving the Service of Alcohol at the Hoedown in the Downtown Event at Unity Park
Submitted by: Brad Case, Parks & Recreation Director
Department: Parks & Recreation

Suggested Motion/Action:

Move to approve service of alcohol at Unity Park during the Ellensburg Downtown Association sponsored 'Hoedown in the Downtown' event scheduled on August 30, 2023, from 7pm-10:00pm.

Background/Summary:

Council is being requested to approve the service of alcohol during the Hoedown in the Downtown, an event sponsored by the Ellensburg Downtown Association, which is scheduled to take place August 30, 2023 at Unity Park and Pearl Street. The events associated with the Hoedown in the Downtown includes the service of beer, in addition to live music, food vendors, and the closure of Pearl Street between 4th & 5th Avenue.

Event organizers have submitted a special event permit application as well as the necessary insurance.

Previous Council Action:

None

Analysis:

Section of 6.64.260 of the Ellensburg City Code requires Council approval for any special event at which alcoholic beverages are served, subject to compliance with all the other requirements set forth in the Special Event chapter. The serving of alcohol will be restricted to a beer garden located at Unity Park.

Financial Impact:

None

Budget Adjustment: No

Attachments:

None



Meeting Date: August 7, 2023
City of Ellensburg
City Council Agenda Report

Agenda Subject: Consideration of Approving the Service of Alcohol at CASA Rocks Cornhole Tournament at Unity Park
Submitted by: Brad Case, Parks & Recreation Director
Department: Parks & Recreation

Suggested Motion/Action:

Move to approve service of alcohol at Unity Park for the CASA ROCKS Cornhole Tournament event scheduled on September 16, 2023, from 11am-6pm.

Background/Summary:

Council is being requested to approve the service of alcohol during CASA Rocks – Cornhole Tournament, an event sponsored Court Appointed Special Advocates of Kittitas County, which is scheduled to take place September 16, 2023 at the Rotary Pavilion. The events associated with the cornhole tournament includes the service of beer and food vendors.

Event organizers have submitted a special event permit application as well as the necessary insurance.

Previous Council Action:

None

Analysis:

Section 6.64.260 of the Ellensburg City Code requires Council approval for any special event at which alcoholic beverages are served, subject to compliance with all the other requirements set forth in the Special Event chapter. The vendors will have to agree to changes required for the insurance and indemnity provisions of the permit before it will receive final approval.

Financial Impact:

None

Budget Adjustment: No

Attachments:

None



Meeting Date: August 7, 2023
City of Ellensburg
City Council Agenda Report

Agenda Subject: Authorization to enter into Sidewalk Repair Agreement for the Pine Street Sidewalk Improvements Project

Submitted by: Josh Mattson, Assistant City Engineer

Department: Public Works & Utilities

Suggested Motion/Action:

Move that Council authorize the City Manager to execute the Sidewalk Repair Agreement and any other related documents necessary to complete the Pine Street Sidewalk Improvements Project.

Background/Summary:

Staff is coordinating with the Liberty Bible Church (LBC) to perform improvements to the existing concrete sidewalk and street lighting on the west side of Pine Street north of 5th Avenue along LBC's frontage. The existing facilities are aged and in need of replacement.

LBC has approved the attached Sidewalk Repair Agreement (SRA) for performing these improvements and providing City financing for LBC's share of the project.

Previous Council Action:

None

Analysis:

For several years, staff has been working with LBC to replace the existing concrete sidewalk and upgrade lighting along its Pine Street frontage. This location is in the City's Paver Stone District. Ellensburg City Code (ECC) 4.14.120 allows City participation in 25% of the cost to convert the sidewalk to paver stones and 50% of the cost to upgrade to historic street lighting. City staff will provide design, contracting, and construction management for the project.

LBC also expressed interest in the formation of a Local Improvement District (LID) with City sponsorship to fund a 10-year payment plan for its share of the sidewalk improvements project. The formation of an LID for one property owner is not recommended by staff. Instead of an LID, staff developed the attached SRA for this project.

Similar to an LID, the SRA provides financing through the City for LBC's share of the project costs based on the 10-year treasury rates and the Washington State Treasurer's Local Government Investment Pool (LGIP) rate at the finalization of the SRA. The 10-year payment plan for LBC will use the final construction costs following completion of the project.

The current estimated project cost, including sidewalk and street lighting improvements, is

\$204,000. The estimated share of the project for LBC is approximately \$144,900 with a remaining City share of \$59,100.

Financial Impact:

None at this time. A budget has been established in the 2023 Sidewalk Improvement Project budget. However, staff will return to Council with financial impact information after bids for construction have been opened for the project.

Budget Adjustment: No

Attachments:

1. Sidewalk Repair Agreement

SIDEWALK REPAIR AGREEMENT

THIS SIDEWALK REPAIR AGREEMENT (“this Agreement”) is made and entered into effective the ____ day of _____, 2023, by and between the **CITY OF ELLENSBURG**, a municipal corporation duly organized under the laws of the State of Washington (“City”), and **LIBERTY BIBLE CHURCH** (“LBC” or “Church”). Collectively, the City and LBC may be referred to herein as the “Parties” and individually as a “Party.”

RECITALS

A. LBC owns property located within the City’s downtown sidewalk paver stone district. The existing concrete on the sidewalk, curb, and gutter fronting the LBC property requires repair (the “Paver Stone Project”). Period lighting fixtures also are required to be installed (the “Lighting Project” and together with the Paver Stone Project, the “Project”). Adjacent City sidewalks also require repairs and the City is willing to proceed with the Paver Stone Project as a part of the City Central Business District (CBD) sidewalk repair project. The approximate area encompassed by the Paver Stone Project is depicted in Exhibit A, attached hereto.

B. Pursuant to Ellensburg City Code Section 4.14.120.C, the City may participate in cost sharing for the Project, dependent on available budget and approval of the Public Works and Utilities Director.

C. The total cost of the Project is approximately \$204,000. The City will participate in paying 50% of the Lighting Project costs and 25% of the Paver Stone Project costs, and LBC will participate in paying the remaining shares of these costs.

D. The Project is a public improvement that will be constructed within the City’s right of way.

E. The City is willing to proceed with the Paver Stone Project on the condition that LBC agrees to participate in sharing costs of the Paver Stone Project on the terms and conditions set forth herein.

F. The City has determined that the terms and conditions set forth herein will serve a public use, specifically in proving public improvements, and will promote the health, safety, prosperity and general welfare of the citizens of the City, specifically by improving pedestrian safety.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1 DESIGN AND CONSTRUCTION

1.1 Design Development. The City Engineer will develop the preliminary and final design for the Project to be located in the City right-of-way immediately adjacent and abutting the east boundaries of Kittitas County parcel numbers 056933 and 046933.

1.2 Preparation of Bid Documents. The City will prepare advertisement, solicitation or invitation to bid documents (“Bid Documents”), including the design developed by the City Engineer, to use in connection with soliciting bids or proposals from contractors to construct the Project. The City will competitively procure a qualified contractor to construct the Project in accordance with the Bid Documents. The City will execute a contract with the selected contractor for the construction of the Project (the “Project Construction Contract”). The Project may be procured in conjunction with the City’s CBD sidewalk repair project in the Project area, and the Project Construction Contract may include the City project as well as the Project.

1.3 Extent of City Responsibility for Construction. The City’s role in construction is to enter into a Project Construction Contract with a qualified contractor to construct the Project in accordance with the Bid Documents and to utilize City funds (subject to LBC’s obligation to participate in sharing Project costs under this Agreement) to pay the contractor for services properly performed in accordance with the Project Construction Contract. The contractor is an independent contractor of the City.

ARTICLE 2 PAYMENT; CONTRACT DOCUMENTS

2.1 Final Project Cost. The City will utilize City funds to pay the selected contractor for Project work properly performed in accordance with the terms of the Project Construction Contract. The City has the right to determine the scope of work authorized for the Project under the Project Construction Contract and may, in its sole discretion, adjust, modify or change the scope of work in order to avoid Project cost overruns and/or liabilities. The estimated Project cost is \$204,000. Upon completion of the Project, the City will prepare an accounting showing actual Project costs and provide written notice of the final total Project cost figure (the “Total Project Cost”) to LBC. This notice will also detail the City’s share of the Total Project Costs and LBC’s share of the Total Project Costs.

2.2 Extent of City and LBC Responsibility for Payment. The City’s share of the Total Project Costs equals 50% of final Lighting Project costs and 25% of final Paver Stone Project costs. LBC’s share of the Total Project Costs equals 50% of final Lighting Project costs and 75% of final Paver Stone Project costs (together, the “LBC Share”).

2.3 Prepayment Period. LBC may prepay its LBC Share to the City in part or in whole, without interest, penalty or cost, any time during a thirty (30) day prepayment period that begins on the date the City delivers to LBC written notice of the Total Project Cost and the LBC Share.

2.4 Payment Terms. Any portion of the LBC Share that is not paid to the City within the prepayment period may be paid over a ten (10) year period, through monthly payments due on or prior to the fifteenth (15th) day of each month, calculated as follows. Prior to the first monthly payment date, the City Finance Director will provide LBC with a payment schedule detailing the approximately equal monthly payments to be paid over the 10-year term (the “Payment Schedule”). The Payment Schedule will amortize the remaining LBC Share over the 10-year term, with interest on such LBC Share at a fixed per annum rate calculated by the City Finance Director based on the average of the published Local Government Investment Pool (LGIP) 30-Day Yield rate and the published 10-year Treasury rate as of the month prior to the prepayment period set forth in Section 2.3 LBC shall make the monthly payments to the City in the amounts and on the dates detailed in the Payment Schedule, as it may be adjusted as permitted in Section 2.4, and the City will not provide invoices to LBC. Each monthly payment shall be paid to the City (to the Finance Department or as otherwise directed in writing by the City).

2.4 Additional Prepayment Terms. LBC may prepay all or a portion of the monthly payments set forth in the Payment Schedule at any time by providing the City with 30 days’ written notice of such prepayment. The City Finance Director shall adjust the Payment Schedule to reflect the prepayment and provide the adjusted Payment Schedule to LBC.

ARTICLE 3 OWNERSHIP

3.1 Ownership. The Project will be constructed in the City right-of-way, and the City will own the resulting public improvements. LBC shall have no ownership interest in the Project or the resulting improvements.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES

The LBC makes the following representations and warranties:

4.1 Formation. The LBC is duly formed and validly existing under the laws of the state of Washington.

4.2 Authorization. This Agreement, and any instrument or agreement required hereunder, are within the LBC’s powers, have been duly authorized, and do not conflict with any of its organizational papers.

4.3 Enforceable Agreement; No Conflicts. This Agreement is a legal, valid and binding agreement of the LBC, enforceable against the LBC in accordance with its terms, and any instrument or agreement required hereunder, when executed and delivered, will be similarly legal, valid, binding and enforceable. This Agreement does not conflict with any law, agreement, or obligation by which the LBC is bound.

4.4 Good Standing; Permits and Franchises. The LBC is properly licensed and in good standing. The LBC possesses all permits, memberships, contracts and licenses required to enable it to conduct the business in which it is now engaged.

4.5 Lawsuits. There is no lawsuit, tax claim or other dispute pending or threatened against the LBC which, if lost, would impair the LBC's financial condition or ability to fulfill its obligations hereunder.

4.6 Other Obligations. The LBC is not in default on any obligation for borrowed money, any purchase money obligation or any other material lease, commitment, contract, instrument or obligation.

4.7 Tax Matters. The LBC has no knowledge of any pending assessments or adjustments of its income tax for any year and all taxes due have been paid, except as have been disclosed in writing to City.

ARTICLE 5 INSURANCE AND INDEMNIFICATION; COMPLIANCE

5.1 Insurance. The LBC will maintain insurance in such amounts, of such nature, and from a carrier(s) mutually agreed upon by the City and the LBC covering: (1) injuries to persons and property damage (including loss of use and occupancy) to any of the LBC's properties, (2) general liability including coverage for contractual liability and products and completed operations, (3) workers' compensation, and (4) any other insurance which is customary for the LBC's activities. Each policy shall provide for at least thirty (30) days prior notice to the City of any cancellation thereof. Each liability policy (except workers compensation and professional liability/errors and omissions) shall name the City, its officers, officials, agents, and employees as additional insured for full coverage and policy limits. Upon the City's request, the LBC will deliver to the City a copy of each insurance policy, or, if permitted by City, a certificate of insurance listing all insurance in force along with additional insured endorsement(s).

5.2 Indemnification. LBC will indemnify and hold the City harmless from any loss, liability, claim, suit, demand, damages, judgment, or cost of any kind arising directly or indirectly out of any act or omission of LBC arising from this Agreement.

5.3 Compliance with Laws. LBC will comply with the laws, regulations, and orders of any government body with authority over the LBC's activities.

5.4 Books and Records. LBC will maintain adequate books and records in accordance with Generally Accepted Accounting Principles.

5.5 Audits. LBC will allow City or its agent to inspect the LBC's properties and examine, audit, and make copies of books and records at any reasonable time. If any of the LBC's properties, books or records are in the possession of a third party, the LBC authorizes that third party to permit City or its agent to have access to perform inspections or audits and to respond to City's requests for information concerning such properties, books and records.

ARTICLE 6 DEFAULT AND REMEDIES

6.1 Breach of Agreement; Defaults. In the event the LBC breaches any material covenant, promise, obligation or duty imposed by this Agreement or by law, the City shall have the right to declare the LBC to be in default. Upon the occurrence of any such declaration of default, the City shall have the right to pursue and enforce all remedies available under this Agreement, or applicable law. In addition to any other remedy available under this Agreement or applicable law, any monthly payment not paid when due shall bear interest at a default rate equal to 10% from the date of delinquency until payment in full.

ARTICLE 7 MISCELLANEOUS

7.1 Washington Law; Venue. This Agreement is governed by the laws of the State of Washington. Any claims, dispute or controversy arising from or related to this Agreement shall be decided by a court of competent jurisdiction in Kittitas County, Washington.

7.2 Successors and Assigns. This Agreement is binding on LBC's and City's successors and assignees. LBC agrees that it may not assign this Agreement without City's prior consent.

7.3 Severability; Waivers. If any part of this Agreement is not enforceable, the rest of the Agreement may be enforced.

7.4 Entire Agreement. This Agreement represents the sum of the understandings and agreements between LBC and the City concerning the Project; (b) replaces any prior oral or written agreements between LBC and City concerning the subject matter hereof; and (c) are intended by the City and LBC as the final, complete and exclusive statement of the terms agreed to by them.

7.5 Notices. Any notices required under this Agreement must be sent by US Postal Service Certified Mail with return receipt requested, to the address designated by each of the Parties below. Notice will not be deemed to have been given until actually received by a Party as evidenced by the return receipt.

7.6 Counterparts. This Agreement may be executed in as many counterparts as necessary or convenient, and by the different parties on separate counterparts each of which, when so executed, shall be deemed an original but all such counterparts shall constitute but one and the same agreement.

The City and the LBC have caused this Agreement to be executed as of the date first written above.

CITY OF ELLENSBURG

LIBERTY BIBLE CHURCH

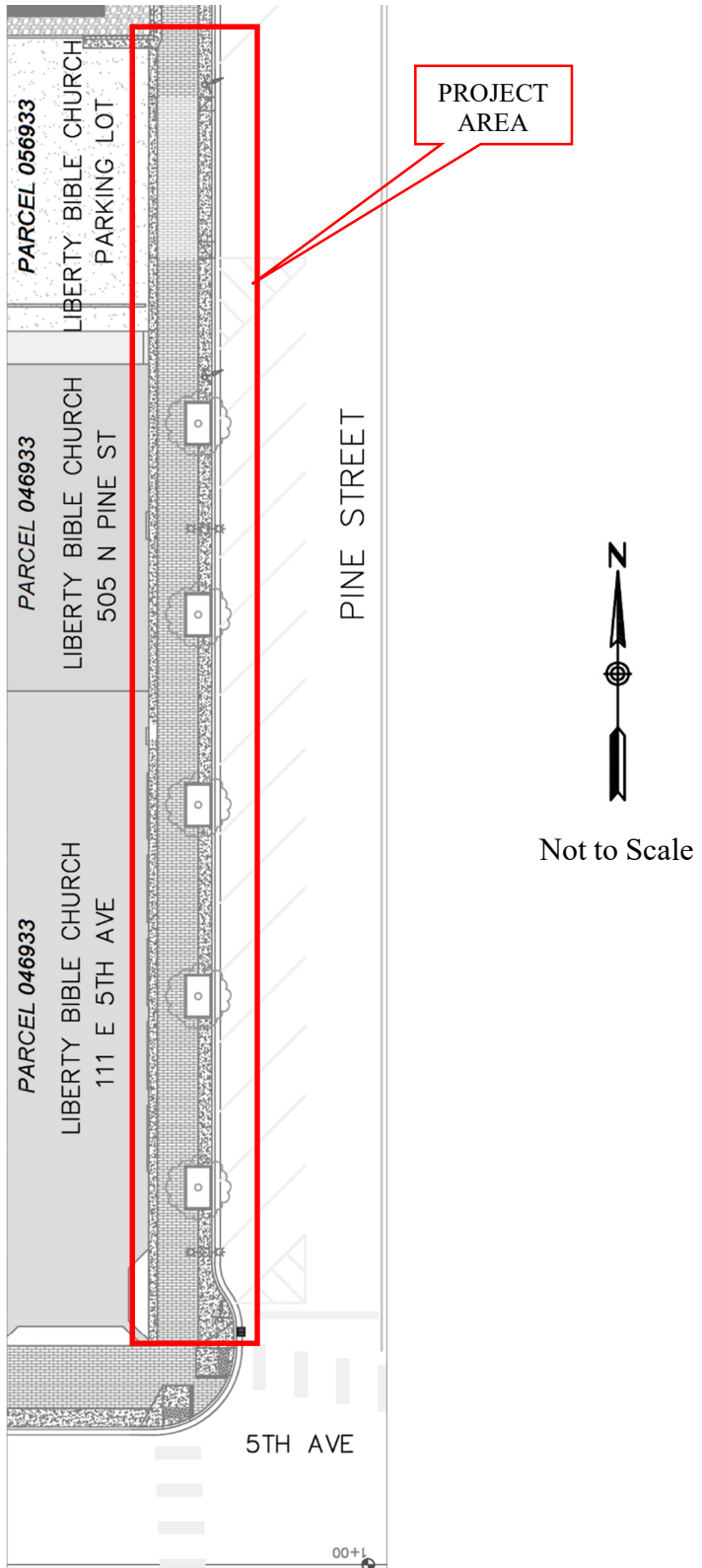
By _____
Typed Name _____
Title _____

By _____
Typed Name _____
Title _____

Address where notices to City are to be sent:

Address where notices to LBC are to be sent:

EXHIBIT A





Meeting Date: August 7, 2023
City of Ellensburg
City Council Agenda Report

Agenda Subject: Grant agreement for preparation of a Comprehensive Safety Action Plan for City streets and the Surrounding Urban Growth Area

Submitted by: Josh Mattson, Assistant City Engineer

Department: Public Works & Utilities

Suggested Motion/Action:

Move that Council authorize the Mayor and staff to execute the SS4A Grant Agreement and all necessary paperwork associated with the Comprehensive Safety Action Plan, and approve the necessary budget adjustments.

Background/Summary:

Staff recently received confirmation of secured Safe Streets and Roads for All (SS4A) grant funding for the development of a Comprehensive Safety Action Plan for the City of Ellensburg and the surrounding urban growth area (UGA) from the Federal Highway Administration (FHWA).

Staff is requesting Council authorize the Mayor and staff to execute the SS4A Grant Agreement with FHWA and all other necessary paperwork associated with this plan.

Previous Council Action:

No previous Council action.

Analysis:

The City will hire a consultant to help develop a Comprehensive Safety Action Plan for streets and roads within city limits and in the surrounding Urban Growth Area (UGA). The tasks for this plan will include establishment of a Vision Zero Task Force, data collection and analysis, public engagement and collaboration, establishment of Action Plan Vision, Goals, and Objectives, project prioritization, and development of a Comprehensive Safety Action Plan document. The City was awarded \$160,000 in SS4A funds for creation of the plan with an estimated total cost of \$200,000.

In development of the Action Plan, the City will engage with local, public and private stakeholders that interact with the community in a variety of methods. Both Central Washington University (CWU) and Central Transit (CT) have expressed support for transportation safety improvements within the City of Ellensburg and throughout its UGA. Both have agreed to participate on a Vision Zero Task Force.

It is anticipated that other local organizations such as Kittitas County, People for People, Hope Source, and the Ellensburg School District (ESD) would also participate on the task

force. This collaborate effort will achieve two goals; implementation strategies and projects reach outside of the City limits into the UGA and all community members can effectively engage in the planning process.

Strategies and projects considered for implementation through the action planning process will be founded on Complete Streets principles, which have been shown to improve safety and connectivity for all users. The City adopted a Complete Streets Policy in 2016, which is in line with the City's Comprehensive Plan and Active Transportation Plan. The Comprehensive Safety Action Plan will allow the City and community partners to build upon local transportation and safety-related plans that are already in place. The completed plan will also improve the City's eligibility for future grant funding to complete prioritized project improvements.

Financial Impact:

The total cost of the plan will be \$200,000.00 and was not included in the 2023/2024 Biennial Budget.

The following is a financial breakdown of a Comprehensive Safety Action Plan for the City of Ellensburg and UGA:

- \$160,000 will be provided by the SS4A grant.
- \$40,000 will be funded by the City of Ellensburg by reappropriating preapproved funds within the street budget.

Budget Adjustment: Yes

Attachments:

1. SS4A FY22 Grant Agreement City of Ellensburg

1. **Award No.**
693JJ32340149
2. **Effective Date**
See No. 17 Below
3. **Assistance Listings No.**
20.939
4. **Award To**
City of Ellensburg
Public Works and Utilities
501 N Anderson Street
Ellensburg, WA 98926-3147
Unique Entity Id.: SFRMWQVG79M5
TIN No.: 91-6001245
5. **Sponsoring Office**
U.S. Department of Transportation
Federal Highway Administration
Office of Safety
1200 New Jersey Avenue, SE
HSSA-1, Mail Drop E71-117
Washington, DC 20590
6. **Period of Performance**
Effective Date of Award – through
24 months from effective date of
award.
7. **Total Amount**
Federal Share: \$160,000
Recipient Share: \$40,000
Other Federal Funds: \$0
Other Funds: \$0
Total: \$200,000
8. **Type of Agreement**
Grant
9. **Authority**
Section 24112 of the Infrastructure Investment
and Jobs Act (Pub. L. 117–58, November 15,
2021; also referred to as the “Bipartisan
Infrastructure Law” or “BIL”)
10. **Procurement Request No.**
HSSP230495PR
11. **Federal Funds Obligated**
\$160,000
12. **Submit Payment Requests To**
See article 20.
13. **Payment Office**
See article 20.
14. **Accounting and Appropriations Data**
15X0173E50.0000.055SR10500.5592000000.41010.61006600
15. **Description of Project**
Develop a comprehensive safety action plan for the City of Ellensburg and the surrounding urban
growth area.

RECIPIENT

16. **Signature of Person Authorized to Sign**

Signature Date
Name: Heidi Behrends Cerniwey
Title: City Manager

FEDERAL HIGHWAY ADMINISTRATION

17. **Signature of Agreement Officer**

Signature Date
Name: Ryan Mavis
Title: Agreement Officer

U.S. DEPARTMENT OF TRANSPORTATION

GRANT AGREEMENT UNDER THE FISCAL YEAR 2022 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM

This agreement is between the Federal Highway Administration (the “FHWA”) and the City of Ellensburg (the “**Recipient**”).

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All (“SS4A”) Grant for the Action Plan for the City of Ellensburg and Surrounding Urban Growth Area.

The parties therefore agree to the following:

ARTICLE 1 GENERAL TERMS AND CONDITIONS

1.1 General Terms and Conditions.

- (a) In this agreement, “**General Terms and Conditions**” means the content of the document titled “General Terms and Conditions Under the Fiscal Year 2022 Safe Streets and Roads for All Grant Program,” dated February 8, 2023, which is available at <https://www.transportation.gov/grants/ss4a/grant-agreements>. Articles 7–30 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.
- (b) The Recipient states that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (BIL, div. G §§ 70901-27).
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient’s non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the USDOT the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

ARTICLE 2 APPLICATION, PROJECT, AND AWARD

2.1 Application.

Application Title: Action Plan for the City of Ellensburg and Surrounding Urban Growth Area

Application Date: September 15, 2022

2.2 Award Amount.

SS4A Grant Amount: \$160,000

2.3 Award Dates.

Period of Performance End Date: See section 6 on page 1

2.4 Budget Period

Budget Period End Date: See section 6 on page 1

2.5 Action Plan Grant or Implementation Grant Designation.

Designation: Action Plan

2.6 Federal Award Identification Number. The Federal Award Identification Number is listed on page 1, line 1.

ARTICLE 3 SUMMARY PROJECT INFORMATION

3.1 Summary of Project's Statement of Work.

Develop a comprehensive safety action plan for the City of Ellensburg and Surrounding Urban Growth Area.

3.2 Project's Estimated Schedule.

ACTION PLAN SCHEDULE

Milestone	Schedule Date
Planned Draft Action Plan Completion Date:	February 1, 2023
Planned Action Plan Completion Date:	April 1, 2024
Planned Action Plan Adoption Date:	June 1, 2024
Planned SS4A Final Report Date:	September 30, 2024

3.3 Project's Estimated Costs.

(a) Eligible Project Costs

Eligible Project Costs	
SS4A Grant Amount:	\$160,000
Other Federal Funds:	\$0
State Funds:	\$0
Local Funds:	\$40,000
In-Kind Match:	\$0
Other Funds:	\$0
Total Eligible Project Cost:	\$200,000

(b) Supplemental Estimated Budget

Cost Element	Federal Share	Non-Federal Share	Total Budget Amount
Contractual/Consultant	\$160,000	\$40,000	\$200,000
Total Budget	\$160,000	\$40,000	\$200,000

ARTICLE 4

RECIPIENT INFORMATION

4.1 Recipient's Unique Entity Identifier.

SFRMWQVG79M5

4.2 Recipient Contact(s).

Josh Mattson
Assistant City Engineer
City of Ellensburg
501 N. Anderson St.
509-925-8699
mattsonj@ci.ellensburg.wa.us

4.3 Recipient Key Personnel.

Name	Title or Position
Derek Mayo	City Engineer, Engineering Services Manager
Josh Mattson	Assistant City Engineer

4.4 USDOT Project Contact(s).

Stephen Parker
Safe Streets and Roads for All Program Manager
Federal Highway Administration
Office of Safety
HSSA-1, Mail Stop: E71-117
1200 New Jersey Avenue, S.E.
Washington, DC 20590
(202) 366-4668
Stephen.Parker@dot.gov

and

Ashley Cucchiarelli
Agreement Officer (AO)
Federal Highway Administration
Office of Acquisition and Grants Management
HCFA-33
12300 W Dakota Ave

Lakewood, CO 80228
(720) 963-3589
ashley.cucchiarelli@dot.gov

and

Division Administrator
Agreement Officer's Representative (AOR)
FHWA Washington Division Office
711 Capitol Way S. Suite 501
Olympia, WA 98501
(360) 753-9480
hdawa@dot.gov

and

Joel Barnett
Washington Division Office Point of Contact
Safety/Design Engineer
FHWA Washington Division
771 Capitol Way S
Olympia, WA 98501
360-534-9323
Joel.barnett@dot.gov

ARTICLE 5

USDOT ADMINISTRATIVE INFORMATION

5.1 Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Acquisition
and Grants Management

SUBAWARDS AND CONTRACTS APPROVAL

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the AO are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327.

Note: This clause is only applicable to Action Plan Grants.

Unless described in the application and funded in the approved award, the Recipient must obtain prior written approval from the AO for the subaward, transfer, or contracting out of any work

under this award above the Simplified Acquisition Threshold. This provision does not apply to the acquisition of supplies, material, equipment, or general support services. Approval of each subaward or contract is contingent upon the Recipient's submittal of a written fair and reasonable price determination, and approval by the AO for each proposed contractor/sub-recipient. Consent to enter into subawards or contracts will be issued through written notification from the AO or a formal amendment to the Agreement.

The following subawards and contracts are currently approved under the Agreement by the AO. This list does not include supplies, material, equipment, or general support services which are exempt from the pre-approval requirements of this clause.

(Fill in at award or by amendment)

5.2 Reimbursement Requests

- (a) The Recipient may request reimbursement of costs incurred in the performance of this agreement if those costs do not exceed the funds available under section 2.2 and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.
- (b) The Recipient shall use the DELPHI eInvoicing System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF 271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.
- (c) The Recipient's supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient's share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the AO may withhold processing that request until the Recipient provides sufficient detail.
- (d) The USDOT shall not reimburse costs unless the Agreement Officer's Representative (the "**AOR**") reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.
- (e) The USDOT may waive the requirement that the Recipient use the DELPHI eInvoicing System. The Recipient may obtain waiver request forms on the DELPHI eInvoicing website (<http://www.dot.gov/cfo/delphi-einvoicing-system.html>) or by contacting the AO. A Recipient who seeks a waiver shall explain why they are unable to use or access the Internet to register and enter payment requests and send a waiver request to

Director of the Office of Financial Management
US Department of Transportation,
Office of Financial Management B-30, Room W93-431
1200 New Jersey Avenue SE
Washington DC 20590-0001

or

DOTElectronicInvoicing@dot.gov.

If the USDOT grants the Recipient a waiver, the Recipient shall submit SF 271s directly to:

DOT/FAA
P.O. Box 268865
Oklahoma City, OK 73125-8865
Attn: Agreement Specialist

- (f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

ARTICLE 6 SPECIAL GRANT TERMS

- 6.1** SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and section 2.4.
- 6.2** The Recipient acknowledges that the Action Plan will be made publicly available, and the Recipient agrees that it will publish the final Action Plan on a publicly available website.
- 6.3** The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.
- 6.4** There are no other special grant requirements for this award.

ATTACHMENT A
PERFORMANCE MEASUREMENT INFORMATION

Study Area: City of Ellensburg and Surrounding Urban Growth Area

Baseline Measurement Date: October 1, 2023 (Action Plan Only)

Baseline Report Date: December 1, 2023 (Action Plan Only)

Table 1: Performance Measure Table

Measure	Category and Description	Measurement Frequency
Equity	Percent of Funds to Underserved Communities: Funding amount (of total project amount) benefitting underserved communities, as defined by USDOT Planned - \$37,600 (24%)	End of period of performance
Costs	Project Costs: Quantification of the cost of each eligible project carried out using the grant Planned - \$200,000	End of period of performance
Lessons Learned and Recommendations	Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects of strategies to prevent death and serious injury on roads and streets.	End of period of performance

ATTACHMENT B CHANGES FROM APPLICATION

INSTRUCTIONS FOR COMPLETING ATTACHMENT B: Describe all material differences between the scope, schedule, and budget described in the application and the scope, schedule, and budget described in Article 3. The purpose of this attachment B is to document the differences clearly and accurately in scope, schedule, and budget to establish the parties' knowledge and acceptance of those differences. See section 10.1.

NOTE: *Intentionally Left Blank*

Scope: No Changes

Schedule: Revise project start date from January 1, 2024, to August 1, 2023. This will allow for more flexibility in the project schedule for development of the action plan.

Budget: No Changes

The table below provides a summary comparison of the project budget.

Fund Source	Application		Section 3.3	
	\$	%	\$	%
Previously Incurred Costs (Non-Eligible Project Costs)				
Federal Funds				
Non-Federal Funds				
Total Previously Incurred Costs				
Future Eligible Project Costs				
SS4AFunds				
Other Federal Funds				
Non-Federal Funds				
Total Future Eligible Project Costs				
Total Project Costs				

ATTACHMENT C RACIAL EQUITY AND BARRIERS TO OPPORTUNITY

1. Efforts to Improve Racial Equity and Reduce Barriers to Opportunity.

The Recipient states that rows marked with “X” in the following table are accurate:

	A racial equity impact analysis has been completed for the Project. <i>(Identify a report on that analysis or, if no report was produced, describe the analysis and its results in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted an equity and inclusion program/plan or has otherwise instituted equity-focused policies related to project procurement, material sourcing, construction, inspection, hiring, or other activities designed to ensure racial equity in the overall delivery and implementation of the Project. <i>(Identify the relevant programs, plans, or policies in the supporting narrative below.)</i>
	The Project includes physical-barrier-mitigating land bridges, caps, lids, linear parks, and multimodal mobility investments that either redress past barriers to opportunity or that proactively create new connections and opportunities for underserved communities that are underserved by transportation. <i>(Identify the relevant investments in the supporting narrative below.)</i>
	The Project includes new or improved walking, biking, and rolling access for individuals with disabilities, especially access that reverses the disproportional impacts of crashes on people of color and mitigates neighborhood bifurcation. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Project includes new or improved freight access to underserved communities to increase access to goods and job opportunities for those underserved communities. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Recipient has taken other actions related to the Project to improve racial equity and reduce barriers to opportunity, as described in the supporting narrative below.
	The Recipient has not yet taken actions related to the Project to improve racial equity and reduce barriers to opportunity but, before beginning construction of the project, will take relevant actions described in the supporting narrative below
X	The Recipient has not taken actions related to the Project to improve racial equity and reduce barriers to opportunity and will not take those actions under this award.

2. Supporting Narrative.

This project is for creation of a comprehensive safety action plan only to build upon local transportation and safety-related plans that are already in place. No construction will be completed. The city will follow its approved Standard Title VI Assurances for Non-Discrimination and Policy of Non-Discrimination.



Meeting Date: August 7, 2023
City of Ellensburg
City Council Agenda Report

Agenda Subject: Legislative Advocacy Funding
Submitted by: Heidi Behrends Cerniwey, City Manager
Department: City Manager

Suggested Motion/Action:

Move to approve funding for development of the City's 2024 legislative agenda, advocacy services prior to and during session, and the necessary budget adjustments.

Background/Summary:

Legislative advocacy is important to the City as policies adopted by the State affect municipalities. Having a set of adopted legislative priorities assists both staff and elected officials in aligning advocacy efforts around policies that may positively or negatively impact City infrastructure, utilities, and services.

The City Manager's office is generally responsible for legislative advocacy and leverages membership groups such as Association of Washington Cities to track and support bills as they work through the legislative process. AWC is a membership organization that advocates for collective interests of cities (281 total) across the state, but does not generally cover special interests of members. Ellensburg is one of two small nonprofit municipal natural gas utilities in the State of Washington and one of 22 municipal electric utilities; thus, these areas are outside the general legislative priorities under AWC's tracking and advocacy interests. Legislation adopted as part of the State's climate policy package has implications for Ellensburg utilities. For example, as implementation of the State's Climate Commitment Act (CCA) is realized in 2023, the impact to Ellensburg's natural gas system rate payers has potential for significant negative consequences to the immediate affordability to ratepayers and stability of the utility's cash balance. Additional resources are needed to track and participate in advocacy for the City's interests, especially those unique to our community.

Previous Council Action:

City Council adopted 2023 Legislative Priorities on November 21, 2022, which included topics of Energy Policy Compliance, Homeless and Affordable Housing, Wastewater Treatment Plant Infrastructure Upgrade, Behavior Health Resources, Reserve Police Officers, Blake Decision and Costs Transferred to Cities. At their February 6, 2023 meeting, Council added advocacy for funding the Ellensburg Community Fieldhouse to this list of priorities.

Analysis:

This is a critical time for Ellensburg to have advocacy in Olympia as discussions are happening and decisions are being considered during the next legislative session. As with most new landmark policies like the CCA, it is common for policy adjustments to be made

after initial implementation to address gaps and unintended consequences. To better serve the City's unique interests, staff recommends investment of resources to represent the City before and during the State legislative session to advocate for the best outcomes for the Ellensburg community.

Staff is requesting additional budget authority to support legislative advocacy services for 2023 and 2024. Once approved, staff will issue a public request for proposals (RFP) for firms to assist in development of the 2024 legislative priorities and serve as in-person advocacy prior to and during the 2024 State Legislative Session to represent the City's interests.

Financial Impact:

A budget adjustment in the amount of \$12,000 for 2023 and \$24,000 for 2024 is requested to initiate legislative advocacy services, develop legislative priorities, and to represent the City's interests through the 2024 legislative session. Revenue is available in the natural gas and electric utility enterprise funds for the appropriate share of services.

Budget Adjustment: Yes

Attachments:

None

VOUCHER APPROVAL

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

 7-31-23
AUDITING OFFICER DATE

CLAIMS VOUCHERS AUDITED AND CERTIFIED BY THE AUDITING OFFICER HAVE BEEN RECORDED ON THE ATTACHED LISTING, WHICH HAS BEEN MADE AVAILABLE TO THE COUNCIL AS OF THIS **7th DAY OF AUGUST 2023**. THE COUNCIL, BY A VOTE, HAS APPROVED FOR PAYMENT THE VOUCHERS INCLUDED IN THE ABOVE LIST AND FURTHER DESCRIBED AS FOLLOWS:

Claims Fund				Total Amounts
Check #'s	162640	TO	162852	\$ 782,887.11
EFT #'s	6346	TO	6388	\$ 2,009,781.82
Treasure Cash				Total Amounts
EFT #'S	101		124	\$ 451,685.53
Payroll Fund				Total Amounts
Check #'s	96066	TO	96073	\$ 7,238.88
Direct Deposits	74242	TO	74491	\$ 471,774.88

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

ATTEST: _____
CITY CLERK



Meeting Date: August 7, 2023
City of Ellensburg
City Council Agenda Report

Agenda Subject: Public Hearing (Legislative) to Consider Annexation Request - Parcel 946133 Located at 1501 W Dolarway Rd. and Second Reading of Ordinance 4919 Approving the Annexation

Submitted by: Laura Wilson, Planner

Department: Community Development

Suggested Motion/Action:

Move to conduct second reading and adoption of Ordinance 4919, approving annexation request P23-018 for parcel 946133 located at 1501 W Dolarway Road with simultaneous adoption of Regional Center Mixed Use zoning.

Background/Summary:

The parcel proposed for annexation is located at 1501 N Dolarway Rd. on the north side of Dolarway Rd. A map of the parcel proposed to be annexed is attached to this report (Exhibit 1). Per Ellensburg City Code, annexation requests are a Type V process and therefore require a legislative public hearing before the Planning Commission, with its recommendation forwarded to City Council as the final decisionmaker.

The Planning Commission held a public hearing on June 8, 2023, to consider the petition for annexation, at the conclusion of which it unanimously recommended Council approve the request for annexation as presented.

Consistent with Ellensburg City Code, notice of the City Council public hearing was published in the Ellensburg Daily Record on June 6, 2023 (Exhibit 4); property owners within 300 feet of the proposed annexation area were mailed a notice of public hearing (Exhibit 5); and land use action signs were posted on the property (Exhibit 6).

Previous Council Action:

The initial meeting with Council presenting the Intent to Annex, was held on March 20, 2023 and the item was tabled until April 3, 2023. Staff returned to the April 3rd meeting, noting the parcel adjacent to the proposed parcel was served by city utilities with no utility extension agreement for the adjacent parcels. Council unanimously determined the following:

- Accept the proposed annexation as geographically proposed in the notice of intent;
- Require the simultaneous adoption of Regional Center Mixed Use zoning; and
- Require the annexation area to assume a proportional share of City indebtedness.

City Council held the first public hearing on June 20, 2023 to consider an annexation petition, submitted by property owner Solar Dolar LLC, for parcel 946133 at 1501 W Dolarway

Road. The annexation request was approved at the conclusion of the hearing and was immediately followed by first reading of Ordinance 4919.

Analysis:

Following Council's determination to accept the annexation proposal, a petition for annexation was filed with the Kittitas County Assessor. On April 26, 2023 the Assessor determined the petition for annexation sufficient with regard to legal description and corresponding owner of record (Exhibit 7).

The Planning Commission held a public hearing on June 8, 2023 to consider the petition for annexation; there were no public comments. Upon completion of the public hearing, the Planning Commission unanimously recommended Council approve the annexation request as presented with simultaneous adoption of Regional Center Mixed Use zoning. The proposed parcel to be annexed is currently serviced by City utilities. As detailed in the Public Works Department memorandum dated June 2, 2023, further development following annexation may trigger improvements consistent with Public Works Development Standards (see Exhibit 8). Any further development would also be required to meet Ellensburg City Land Development Code 2 standards and applicable Fire Code requirements.

This parcel, along with two other parcels, are part of an unincorporated island. The property value of the two other parcels did not meet the 60% assessed value rule to allow their inclusion in the annexation. The proposed annexation will not eliminate the unincorporated island, but it will reduce the size of the island. This parcel is served by city utilities and is bordered by City limits on the west, north, and east sides. The incorporated parcel on the west side of the proposed annexation area is zoned Light Industrial (I-L). The incorporated parcels on the north and east sides of the proposed annexation area are zoned Heavy Industrial (I-H) (Exhibit 2).

Staff recommends Regional Center Mixed Use (RCMU) zoning for the parcel proposed to be annexed. RCMU zoning of this property is supported by the Community Mixed Use designation, as adopted in Ordinance 4785, as amended by Ordinance 4910, in the Comprehensive Plan Future Land Use Map (Exhibit 3).

Financial Impact:

As assessed for 2024, the City property tax revenue for parcel 946133 is estimated to be approximately \$794 per year.

Budget Adjustment: No

Attachments:

1. Annexation Area Map Solar Dolar
2. Zoning Map Solar Dolar
3. Future Land Use SolarDolar
4. Daily Record Legal Ad Confirmation
5. P23-018 AFFIDAVIT OF MAILING
6. P23-018 Affidavit of Posting
7. Assessor Petition Certification P23-018 Solar Dolar LLC
8. PW comments Annexation Solar Dolar P23-018

9. Ordinance 4919 2nd Reading

Proposed Annexation Area for Parcel

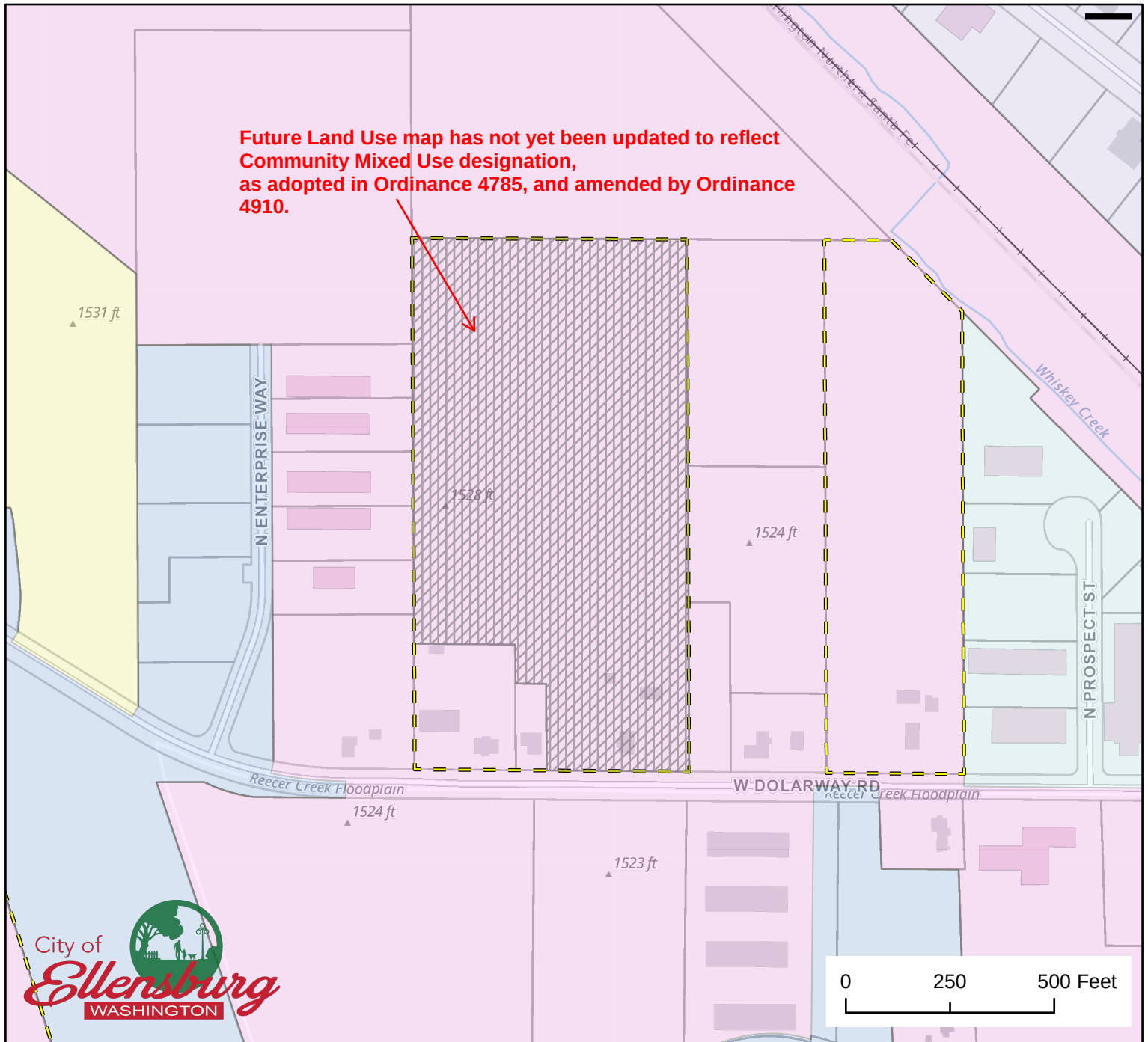


- Urban_Growth_Area
- CityLimits
- Proposed Parcel
- Road
- Major Arterial
- Railroad



Future Land Use

Future Land Use map has not yet been updated to reflect Community Mixed Use designation, as adopted in Ordinance 4785, and amended by Ordinance 4910.



- Proposed Parcel
- City Limits
- Urban_Growth_Area
- Road
- Major Arterial
- Railroad

Land Use

- Blended residential neighborhood
- Community mixed use
- General commercial and services
- Heavy industrial

- Industrial residential
- Light industrial
- Mixed business park
- Neighborhood commercial
- Neighborhood mixed use

- Open space (pvt/non-city owned)
- Parks and open space
- Public/institutional
- Residential neighborhood
- Urban center
- Urban neighborhood

Exhibit 4: Daily Record Legal Ad Confirmation

ADVERTISING PROOF



401 N Main St,
Ellensburg, WA 98926
Ph. (509) 204-8250 Fax: (907) 452-5054

BILLING DATE:	ACCOUNT NO:
05/31/23	49715

CITY OF ELLENSBURG-COMMUNITY DEVELOP-
MENT
501 N. ANDERSON
ELLENSBURG, WA 98926

AD #	DESCRIPTION	START	STOP	TIMES	AMOUNT
380357	NOTICE OF AN OPEN PU	06/06/23	06/06/23	2	\$116.75

Payments:

Date	Method	Card Type	Last 4 Digits	Check	Amount
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Discount: **\$0.00**
Surcharge: **\$0.00**
Credits: **\$0.00**

Gross: **\$116.75**
Paid Amount: **\$0.00**

Amount Due: **\$116.75**

We Appreciate Your Business!

**NOTICE OF AN OPEN PUBLIC HEARING
ANNEXATION REQUEST**

NOTICE IS HEREBY GIVEN that the City of Ellensburg City Council will hold two open record public hearing on **Tuesday June 20, 2023 at 7:00 pm and Monday, August 7, 2023 at 7:00 pm** remotely via zoom and in person, to consider an annexation request (**P23-018**) submitted by Solar Dolar LLC., property owner. The applicant seeks to annex parcel number 946133 into the City of Ellensburg. Consistent with Ellensburg City Code and the Ellensburg Comprehensive Plan, upon annexation the parcels will be zoned Regional Center Mixed Use (RCMU). The submitted application and related documents are available for review online at <https://ci.ellensburg.wa.us/623/Public-NoticesCurrent-Projects>, at the City of Ellensburg Community Development Department, 501 North Anderson Street, Ellensburg, Washington. Anyone wishing to receive a copy of the annexation request is invited to call (509) 962-7231 or visit the Community Development Department.

Project Location: The parcel is located at 1501 W Dolarway Road, Ellensburg, Washington 98926. Kittitas County Assessor's Parcel Number 946133.

NOTICE IS FURTHER GIVEN that all persons interested in this matter may participate in this hybrid meeting by contacting staff. An email link, text link, or phone number will be provided which will allow for electronic participation in the public meeting. Written comments may be filed with the Community Development Department, 501 North Anderson Street, or via email at wilsonl@ci.ellensburg.wa.us. **To be considered during the public hearing, written comments must be submitted by 5:00 pm on Tuesday, June 20, 2023 for the first hearing and by 5:00pm on Monday, August 7, 2023 for the second hearing.**

The City of Ellensburg strives to make our services, programs, and activities readily accessible and usable for individuals with disabilities. A "Request for Accommodation" form may be obtained from City Clerk Beth Leader (First Floor - City Hall) or by calling 509-925-8614.

PUBLISH: Daily Record: June 6, 2023 / LEGAL #: 380357

Exhibit 5: P23-018 Affidavit of Mailing

BIRDWELL, LARRY G
1511 W DOLARWAY RD
ELLENSBURG WA 98926-9313

BNSF RAILWAY COMPANY
PO BOX 961089
FORT WORTH TX 76161-0089

CITY OF ELLENSBURG
501 N ANDERSON ST
ELLENSBURG WA 98926-3147

DOYLE, LEONARD G
1405 W DOLARWAY RD
ELLENSBURG WA 98926-9314

ELLENSBURG COLD STORAGE BUILDING LLC
4405 7TH AVE SE STE 301
LACEY WA 98503-1055

LARSON, DALE E ETUX
1316 W DOLARWAY RD
ELLENSBURG WA 98926

LINDSAY, DEBORAH S ETVIR
1908 LIGHTHOUSE ON NE
TACOMA WA 98422-3473

MCCULLUGH, JEFFREY D
1314 W DOLARWAY RD
ELLENSBURG WA 98926

RINGEL, MELVIN L ETUX
1515 W DOLARWAY RD
ELLENSBURG, WA 98926-9313

RINGEL, MELVIN L ETUX
1515 W DOLARWAY RD
ELLENSBURG WA 98926-9313

SINGER, GREGORY E & SARA A
2340 E 3RD AVE
ELLENSBURG WA 98926-8175

SOLAR DOLAR LLC
1410 W DOLARWAY RD STE 301
ELLENSBURG, WA 98926

SOLAR DOLAR LLC
940 SOUTHRIDGE DR
ELLENSBURG WA 98926-5049

TAJ LLC
902 N ENTERPRISE WAY
ELLENSBURG WA 98926-8233

WALES, RYAN D & BROOKE R
PO BOX 445
ELLENSBURG, WA 98926-1914

WEEKS, ISABELLE B
1315 W DOLARWAY RD
ELLENSBURG WA 98926-9324

KITTITAS COUNTY
411 N RUBY ST STE1
ELLENSBURG, WA 98926

KITTITAS COUNTY
411 N RUBY ST STE 2
ELLENSBURG, WA 98926

P23-018 946133
CERTIFICATE OF TRANSMITTAL

On this day, the undersigned sent to
the addressee(s) the original
document(s) by U.S. Mail.

I certify under penalty of perjury
under the laws of the State of WA
that the forgoing is true and correct.

Date **6/6/23**

Signed

Kathy Boots



COMMUNITY DEVELOPMENT DEPARTMENT

501 N. Anderson St., Ellensburg WA 98926

Land Use Permitting (509) 962-7231 Construction Permitting (509) 962-7239

Chuck Doan, Interim Director

Phone: (509) 925-8663 Fax: (509) 925-8655 E-Mail: doanc@ci.ellensburg.wa.us

June 6, 2023

RE: Notice of two Open Record Public Hearings for Annexation request, case #P23-018, submitted by Solar Dolar LLC

NOTICE IS HEREBY GIVEN that the City of Ellensburg City Council will hold two open record public hearing on **Tuesday June 20, 2023 at 7:00 pm and Monday, August 7, 2023 at 7:00 pm** remotely via zoom and in person, to consider an annexation request (**P23-018**) submitted by Solar Dolar LLC., property owner. The applicant seeks to annex parcel number 946133 into the City of Ellensburg. Consistent with Ellensburg City Code and the Ellensburg Comprehensive Plan, upon annexation the parcels will be zoned Regional Center Mixed Use (RCMU). The submitted application and related documents are available for review online at <https://ci.ellensburg.wa.us/623/Public-NoticesCurrent-Projects>, at the City of Ellensburg Community Development Department, 501 North Anderson Street, Ellensburg, Washington. Anyone wishing to receive a copy of the annexation request is invited to call (509) 962-7231 or visit the Community Development Department.

Project Location: The parcel is located at 1501 W Dolarway Road, Ellensburg, Washington 98926. Kittitas County Assessor's Parcel Number 946133.

NOTICE IS FURTHER GIVEN that all persons interested in this matter may participate in this hybrid meeting by contacting staff. An email link, text link, or phone number will be provided which will allow for electronic participation in the public meeting. Written comments may be filed with the Community Development Department, 501 North Anderson Street, or via email at wilsonl@ci.ellensburg.wa.us. **To be considered during the public hearing, written comments must be submitted by 5:00 pm on Tuesday, June 20, 2023 for the first hearing and by 5:00pm on Monday, August 7, 2023 for the second hearing.**

The City of Ellensburg strives to make our services, programs, and activities readily accessible and usable for individuals with disabilities. A "Request for Accommodation" form may be obtained from City Clerk Beth Leader (First Floor - City Hall) or by calling 509-925-8614.

If you have any questions regarding this matter, please contact me at 509-962-7235 or via the email listed above.

Sincerely,

Laura Wilson
Planner
wilsonl@ellensburgwa.gov



COMMUNITY DEVELOPMENT DEPARTMENT

501 N. Anderson St., Ellensburg WA 98926

Land Use Permitting (509) 962-7231 Construction Permitting (509) 962-7239

Chuck Doan, Interim Director

Phone: (509) 925-8663 Fax: (509) 925-8655 E-Mail: doanc@ci.ellensburg.wa.us

Proposed Annexation Area for Parcel



Exhibit 6: P23-018 Affidavit of Posting



COMMUNITY DEVELOPMENT DEPARTMENT

501 N. Anderson St, Ellensburg WA 98926

Land Use Permitting (509) 962-7231 Construction Permitting (509) 962-7239

Chuck Doan, Interim Director

Phone: (509) 925-8663 Fax: (509) 925-8655 E-Mail: doanc@ci.ellensburg.wa.us

RECEIVED

JUN 01 2023

COMMUNITY DEVELOPMENT

AFFIDAVIT OF POSTING

As per Revised Code of Washington (RCW) 35A.14.130, Ellensburg City Code requires that all public hearings pertaining to annexation requests shall have a notice posted in **three** publicly accessible places within the territory proposed for annexation. Per ECC 15.220.050, the following shall apply:

1. The posting of a weather-resistant sign posted 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. If the project abuts more than one public right-of-way, more than one sign may be required as determined by the responsible official.
3. The responsibility for the posting of the sign shall be upon the project applicant.
4. The sign shall be at least two feet by three feet in size, have a written description of the proposal, include a site drawing which shows the proposed project, have the date listed when comments are due, and where comments are to be mailed.

DATE: May 30, 2023	PLANNER: Laura Wilson, Planner
PROJECT NAME: Annexation of parcel into the City of Ellensburg	FILE NUMBER: P23-018

PLEASE COMPLETE THE FOLLOWING:

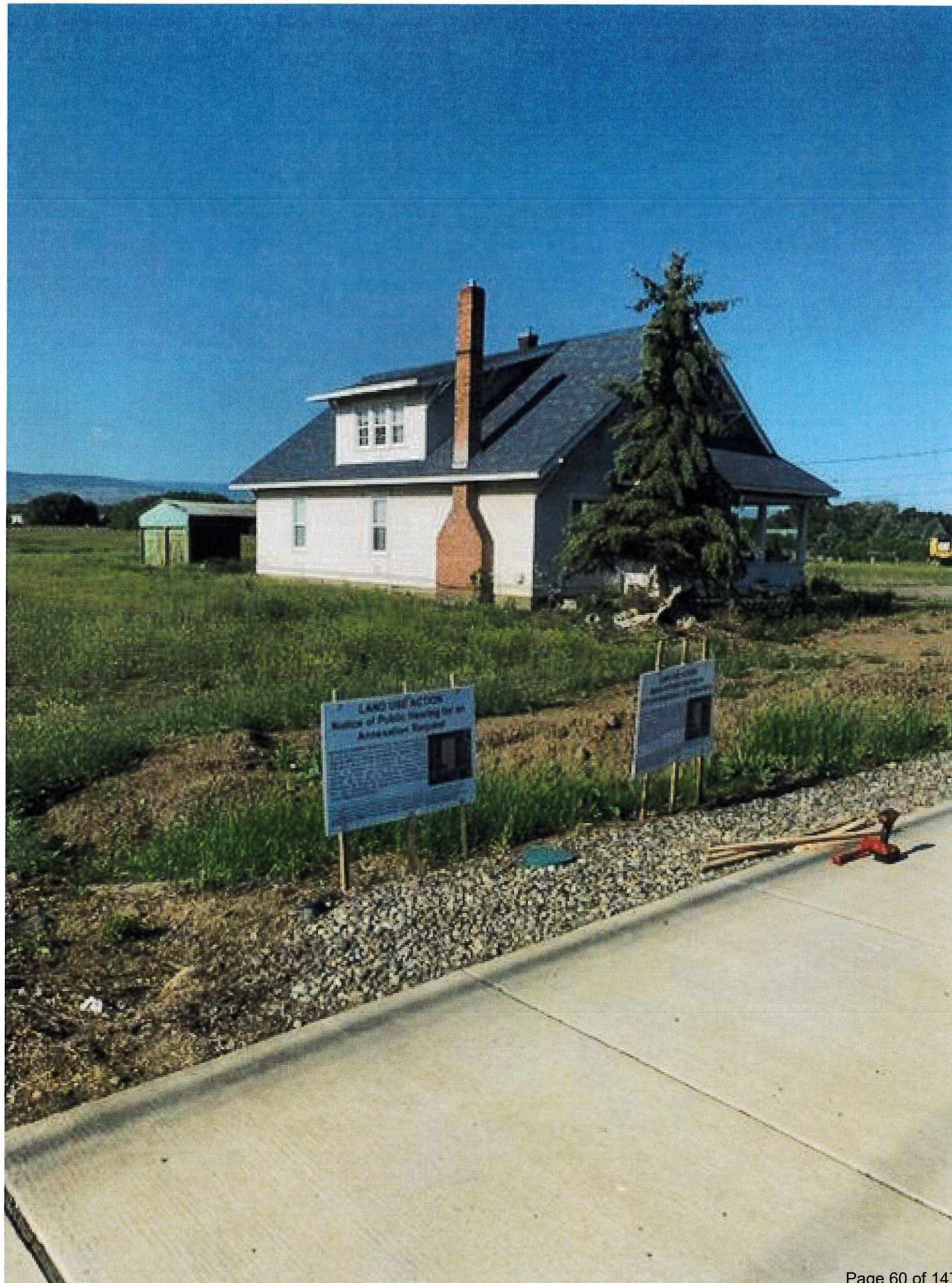
I, Joel Greear, certify that I am the landowner and/or authorized agent responsible for the posting of this land use project site and further certify that the site has been posted as required by Ellensburg City Code. I understand that the that the posting period begins immediately and ends after the ending of the appeal period on the final decision by the City Council and the sign(s) will be posted at the site until this time. **Please post the site and return this form to the Community Development Department in a timely manner.**

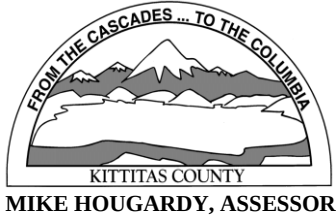
Joel Greear

Signature

June 1st 20 23
Date

Please return the above affidavit and a photograph of the posted sign(s) to Laura Wilson, Planner, by email: wilsonl@ci.ellensburg.wa.us; Fax 509-962-7235; mail; or deliver to: Community Development Dept., City Hall, 501 N. Anderson St., Ellensburg, WA 98926.





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

April 26, 2023

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

RE: Proposed Annexation Petition, P23-018 Solar Dolar LLC
Parcel 946133

To whom it may concern,

I, Mike Hougardy, as Assessor of Kittitas County, Washington, Hereby Certify that the parcel legally described and mapped in the proposed annexation, P23-018 received by this office April 24th, 2023 have been verified regarding legal description and corresponding owner of record.

Please feel free to contact me if I can be of any further assistance.

Sincerely,

A handwritten signature in black ink that reads "Mike Hougardy". The signature is written in a cursive, flowing style.

Mike Hougardy
Kittitas County Assessor



CITY OF ELLENSBURG

Public Works Department
501 North Anderson Street; Ellensburg, WA 98926
Ph: (509) 962-7230 Fax: (509) 962-7127

Memorandum

Date: June 2, 2023

To: Laura Wilson, Planner

From: Craig Jones, Development Coordinator *CJ*

Thru: Derek Mayo, City Engineer *DKM*

Re: Solar Dolar Annexation – P23-018

The Public Works Department has no direct comments at this time on the Solar Dolar annexation along Dolarway Rd. Water and sewer are available in Dolarway Rd. These mains would need to be extended to and through the site depending on development details. Applicant is cautioned that any development on the property may trigger improvements consistent with Public Works Development Standards. Public Works will comment on all future development of the property at time of development.

Cc: File 23-030

ORDINANCE NO. 4919

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ELLENSBURG, WASHINGTON ANNEXING PARCEL 946133 TO THE CITY OF ELLENSBURG, WASHINGTON, ASSIGNING REGIONAL CENTER MIXED USE ZONING CLASSIFICATION, PROVIDING FOR THE ASSUMPTION OF EXISTING CITY INDEBTEDNESS AND FIXING A TIME WHEN THE SAME SHALL BE EFFECTIVE.

WHEREAS, on February 10, 2023, 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 parcel 946133, as more fully described in Section 1 of this Ordinance and depicted in Exhibit A, attached hereto; and

WHEREAS, on April 3, 2023, the City Council of the City of Ellensburg, Washington held a public meeting with the annexation initiators pursuant to RCW 35A.14.120 and determined that the initiators could proceed to acquire a 60% petition for annexation pursuant to RCW 35A.14.120; and

WHEREAS, at its April 3, 2023 public meeting the City Council set the annexation area and further determined that the property subject to annexation would be zoned Regional Center Mixed Use, and assume the annexation area’s share of City indebtedness; and

WHEREAS, the owners of not less than 60% in value, according to the assessed valuation for general taxation of the property hereinafter described, signed the petition pursuant to RCW 35A.14.120 for the annexation of said area to the City of Ellensburg, Washington; and

WHEREAS, the petition for annexation was certified as sufficient by the Kittitas County Assessor, on April 26, 2023, having determined that the petition signatures have a combined total assessed value for general taxation of not less than 60% of the total assessed value for general taxation of all property in the proposed annexation area, in compliance with RCW 35A.01.040; and

WHEREAS, the City provided public notice of the petition for annexation and has provided an opportunity for comment thereon by all interested citizens at a duly called and noticed public hearing; and

WHEREAS, on June 8, 2023, pursuant to proper notice given in accordance with RCW 35A.14.130, the Planning Commission conducted a public hearing on the proposed annexation, and following such hearing recommended City Council approve the annexation request; and

WHEREAS, on June 20, 2023 and August 7, 2023, pursuant to proper notice given in accordance with RCW 35A.14.130, the City Council received and reviewed all of the documentation associated with this annexation proposal, conducted public hearings on the proposed annexation in accordance with RCW 35A. 14.140 and RCW 35A.14.330-.340, and following such hearings 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

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.110,

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

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

TRACT A:

The West Half of the Southwest Quarter of the Southeast Quarter of Section 34, Township 18 North, Range 18 East, W.M., in the County of Kittitas, State of Washington, EXCEPT:

1. Beginning at the Southwest corner of the Southwest Quarter of the Southeast Quarter of said Section, and running thence North, along the West boundary line thereof, 330 feet; thence East 264 feet; thence 330 feet to the South boundary line of said Quarter of Quarter section; thence West, along said South boundary line, 264 feet to the point of beginning;
2. Beginning 30 feet North of a point on the South section line which is 264 feet East of the South Quartercorner of said Section 34; thence North, parallel to the Quarter section line, 200 feet; thence East 72 feet; thence South 200 feet to the North right of way of the County road; thence West along said right of way 72 feet to the point of beginning;
3. Right of way of Dolarway County Road along South boundary thereof.

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.

Section 4. Land Use Designation and Zoning. All property within the territory so annexed shall be hereby zoned as follows: Kittitas County Assessor Parcel Numbers 946133 shall be zoned Regional Center Mixed Use (RCMU).

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 passed and adopted at a regular meeting of the City Council on the 7th day of August, 2023.

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. 4919 is a true and correct copy of said Ordinance of like number as the same was passed by said Council, and that Ordinance No. 4919 was published as required by law.

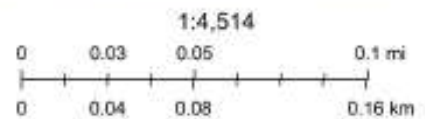
Beth Leader

EXHIBIT A: ANNEXATION PARCELS



7/25/2023, 10:50:18 AM

- | | |
|--|---|
|  County Parcels |  City Limits |
|  Road |  Urban Growth Area |
|  Major Arterial |  Parcels |



Google Maps



Meeting Date: August 7, 2023
City of Ellensburg
City Council Agenda Report

Agenda Subject: Public Hearing (Legislative) to Consider Annexation Request of 24 Parcels and Second Reading of Ordinance 4920 Approving the Annexations.

Submitted by: Jeremy Johnston, Planning Manager

Department: Community Development

Suggested Motion/Action:

Move to conduct second reading and adoption of Ordinance 4920, approving annexation request P23-022 for parcels 12364, 448533, 13144, 525136, 548633, 956844, 558633, 136833, 688633, 668633, 858633, 658633, 538633, 086833, 096833, 296833, 838633, 848633, 408533, 428533, 418533, 438533, 728633, and 718633 and associated right-of-way located at Umptanum Road and Anderson Road with simultaneous adoption of Light Industrial zoning.

Background/Summary:

A notice of intent to commence annexation for 13 parcels owned by MTA Holdings, LLC was received by the Community Development Department on March 6, 2023, to consider annexation of parcels 12364, 448533, 13144, 525136, 548633, 956844, 558633, 136833, 688633, 668633, 858633, 658633, and 538633. To avoid creating unnecessary unincorporated islands within the Ellensburg UGA, Community Development staff added the following eight parcels to the annexation proposal: 086833, 096833, 296833, 838633, 848633, 408533, 428533, 418533, 438533, 728633, and 718633. As noted below, three additional parcels were added by staff when the Petition for Annexation was filed with the County Assessor, creating a total of 24 parcels being considered for annexation in this hearing.

The initial meeting to review the annexation request with Council was held on March 20, 2023, where staff recommended the inclusion of eight additional parcels contiguous to the MTA parcels, to prevent creating unincorporated islands if the annexation is approved. The parcels added at the meeting were: 086833, 096833, 296833, 408533, 428533, 418533, 438533, and 718633, thus expanding the annexation area to 21 parcels, total. Although the Staff Report recommended Industrial Light (I-L) zoning for all 21 parcels, staff verbally amended their written report to note that the following five of the added parcels were in residential use, and should be zoned Residential Medium (R-M): 418533, 438533, 718633 (owned by Les Bonke); and 096833 and 296833 (owned by Charles Fischer).

Council unanimously determined at the meeting to: 1) accept the proposed annexation as geographically proposed in the notice of intent, including the original 13 parcels, along with the eight additional parcels recommended by staff to be added to the annexation area; 2) require the simultaneous adoption of Industrial Light zoning for 16 parcels and Residential

Medium zoning for the five parcels as recommended by staff at the meeting; and 3) require the proportional assumption of existing City indebtedness by the area.

Following the March 20 meeting, Community Development staff determined that a Residential Medium (R-M) zoning designation would be inconsistent with the Future Land Use designation of the area. They also discovered there were three additional parcels contiguous to the approved annexation area that should be included to, again, avoid unincorporated islands: 838633 (owned by Jerel Brown), 848633 (owned by Marlin Dykman) and 728633 (owned by Les Bonke), bringing the total number of parcels to be included in the annexation area to 24. Staff has therefore revised their recommendation from the initial March 20 meeting to instead propose a zoning designation of Light Industrial (I-L) for all 24 parcels in the proposal, as prescribed by the City of Ellensburg's Future Land Use Map.

A map of the parcels proposed to be annexed is attached to this report (Exhibit 1). The thirteen (13) original parcels proposed for annexation and owned by the applicant, MTA Holdings, LLC represent more than 87% of the total assessed valuation of the twenty-four (24) parcels. This exceeds the 60% valuation requirement under RCW 35A.14.120.

After the Council's determination to accept the annexation proposal, a petition for annexation was filed with the Kittitas County Assessor. On April 26, 2023, the Assessor determined the petition for annexation to be sufficient with regard to legal description and corresponding owners of record (Exhibit 4).

The original 13 parcels included in the petition for annexation are owned by MTA Holdings, LLC and include land utilized for Anderson Hay & Grain Co, Inc. for business purposes as well as some undeveloped parcels. The 11 parcels added to the annexation area include:

- 086833, and undeveloped parcel owned by the City of Ellensburg
- 838633, owned by Jerel Brown with a single-family residence;
- 848633, owned by Marlin Dykman containing a duplex
- 096833 and 296833, owned by Charles Fischer, each with a single-family residence
- 418533, 438533, 718633, 408533, 428533 and 728633, owned by Les Bonke, including one residence and several appurtenant and storage structures located on the other parcels.

Community Development sent notification letters to all property owners once the annexation boundary was established by the City Council on March 20, 2023. A map of the parcels proposed to be annexed is attached to this report as Exhibit 1. Per Ellensburg City Code, annexation requests are a Type V process and therefore require a public hearing before the Planning Commission to make a recommendation, with the City Council as the final decision maker.

On June 8, 2023, the City of Ellensburg Planning Commission held a Public Hearing to consider a recommendation to City Council regarding the proposed MTA annexation. The Planning Commission took public testimony from two landowners (Les Bonke and Jerel Brown) within the annexation boundary, from one virtual attendee (Cathy Caraway)

associated with one of the property owners, and Community Development received a written comment (Exhibit 8) the day of the hearing, sent by the Cathy Caraway in conjunction with one of the landowners who also testified. Cathy Caraway and Les Bonke stated that they opposed annexation of the Bonke properties and they expressed concerns regarding traffic impacts, the ability to continue current uses on the property, and tax implications. Mr. Brown expressed the same concerns but also wanted to see site screening and noise dampening improvements and garbage containment from the Anderson Hay properties adjacent to his parcel. Mr. Brown also inquired as to a requirement for sidewalks to be initiated by the City of Ellensburg. The Planning Commission offered a recommendation of approval with the inclusion of pre annexation letters to the landowners in attendance addressing their ability to continue current uses on their properties once annexed.

On June 20, 2023 the City of Ellensburg City Council considered the annexation proposal at a public hearing (Exhibit 10). The Council voted unanimously to approve the annexation proposal submitted by MTA Holdings LLC. as amended by staff to include the 24 parcels listed above, with a zoning designation of Industrial Light (I-L).

Consistent with Ellensburg City Code, notice of the City Council public hearing was noticed in the Ellensburg Daily Record on June 6, 2023 (Exhibit 5); property owners within 300 feet of the proposed annexation area were mailed a notice of public hearing (Exhibit 6); and land use action signs were posted on the property (Exhibit 7

Previous Council Action:

City Council held a public hearing on June 20, 2023, and Council unanimously voted to approve the annexation (Exhibit 10), as noted in the Background/Summary section above.

Analysis:

The proposed parcels to be annexed are not currently served by City utilities nor do any of the properties have Utility Extension Agreements. Once the property is annexed, further development will necessitate connection to City utilities. City utilities are near the proposed annexation area and would be available to service the parcels should the annexation request be approved. Upon annexation, further development would be required to meet the Ellensburg Public Works Standards, the Ellensburg Land Development Code standards, and fire code requirements.

The parcels are bordered by City limits on the north and west sides, property which is zoned Light Industrial (I-L). Land to the south and east is unincorporated property and is zoned by Kittitas County as Industrial. The annexation of these parcels would be a logical extension of the city.

Staff recommends Industrial Light (I-L) zoning for all the parcels proposed to be annexed. These parcels are designated in the City of Ellensburg's Future Land Use Map as Industrial and Industrial Residential in the Comprehensive Plan (Exhibit 2), ECC 15.300.050(c)(6) prescribes zoning of Light Industrial for these Future Land Use designations. The original staff suggestion to zone five of the properties as Residential Medium (R-M) was found to be inconsistent with the Comprehensive Plan Future Land Use Map.

Financial Impact:

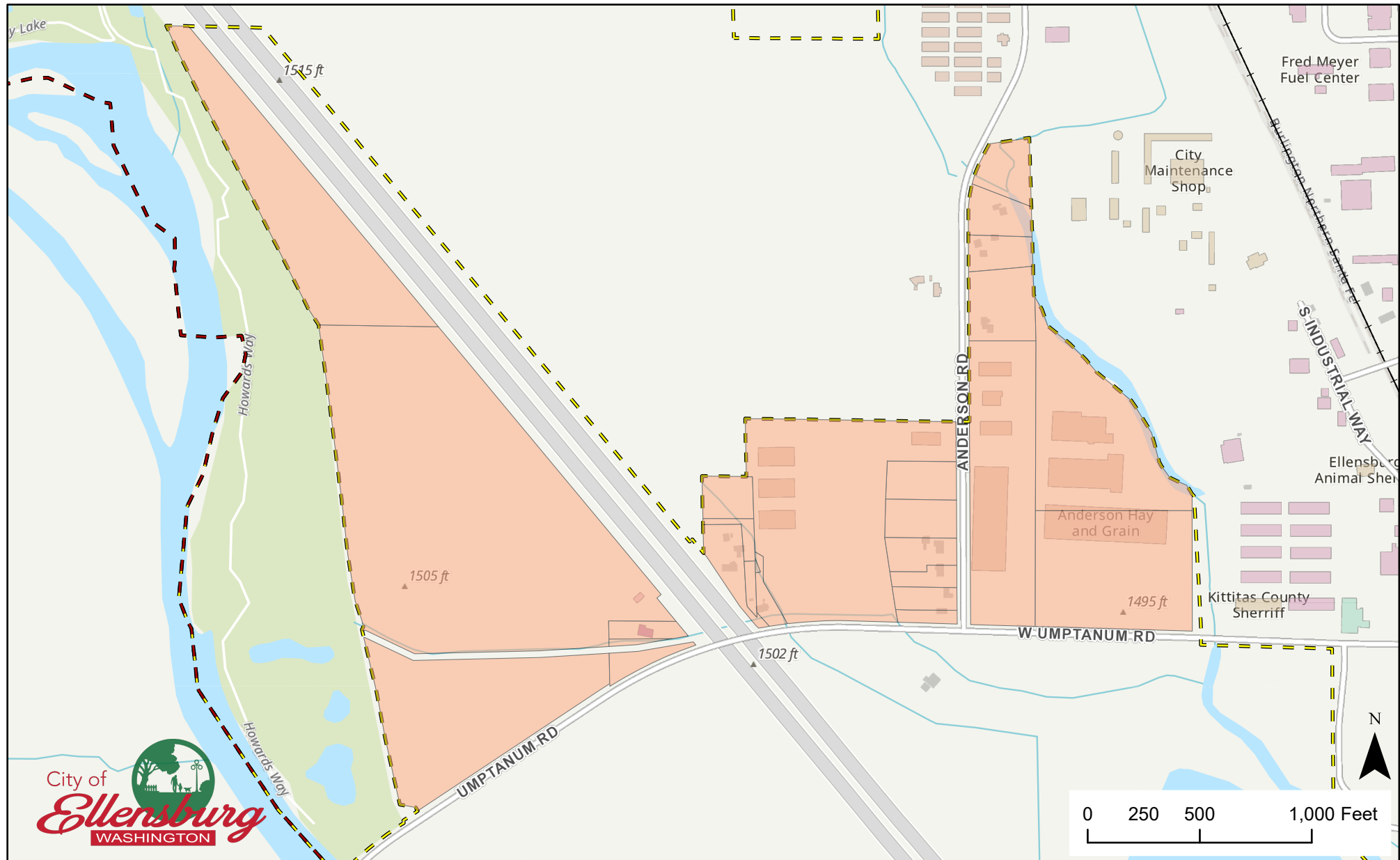
If adopted, this annexation request will add approximately 2 miles of laneways along Anderson and Umptanum Roads to maintain, which will be an added cost for road maintenance.

Budget Adjustment: No

Attachments:

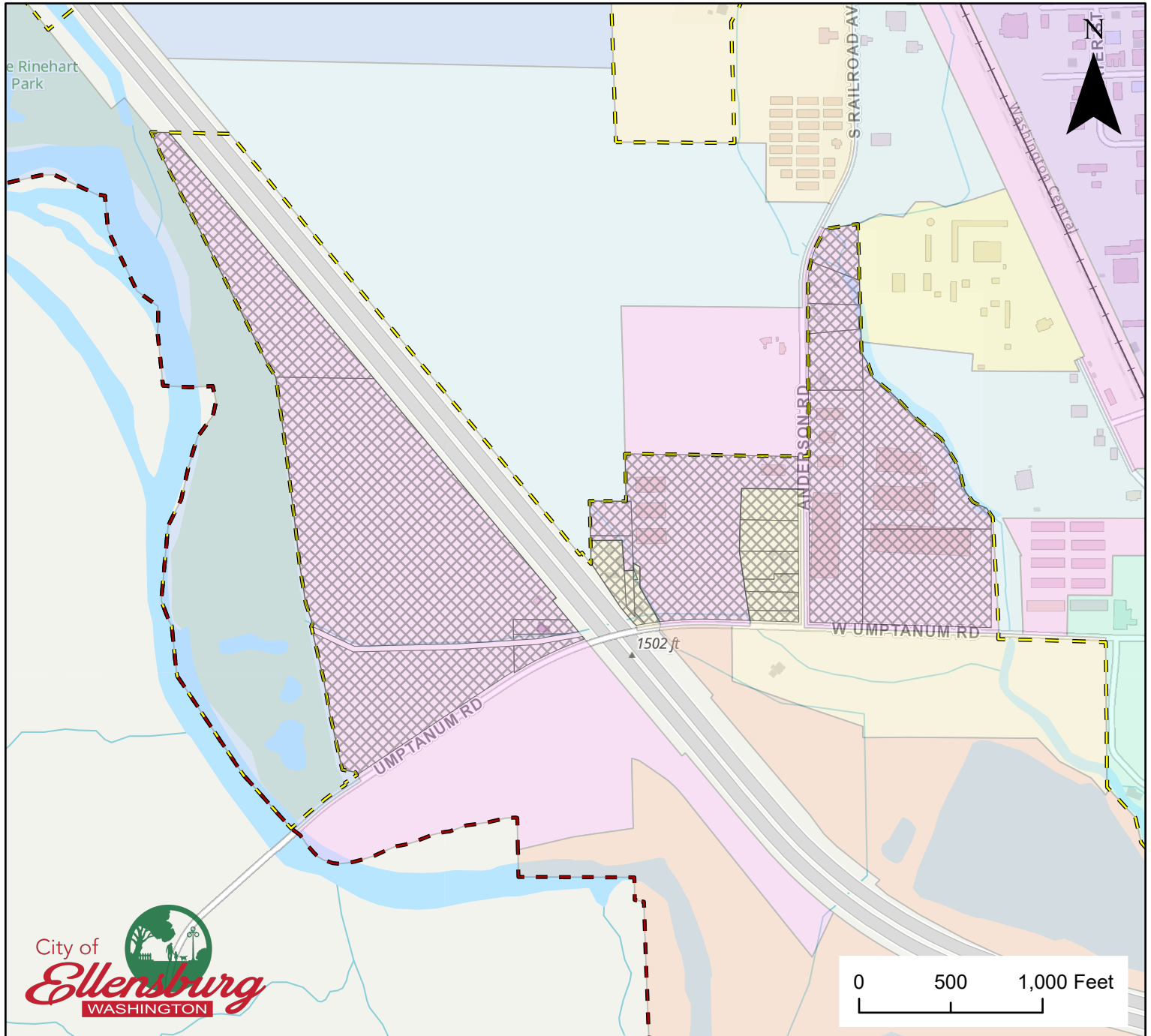
1. Exhibit 1 - Annexation Area Map MTA
2. Exhibit 2 - Future Land Use MTA
3. Exhibit 3 - Petition for Annexation
4. Exhibit 4 -P23-022 Anderson County Assessor
5. Exhibit 5 - CC Affidavit of Publication
6. Exhibit 6 - CC Affidavit of Mailing
7. Exhibit 7 - CC Affidavit of Posting
8. Exhibit 8 - Cathy Caraway and Les Bonke Comments 6-8-23
9. Exhibit 9 - Parcel Ownership Map
10. Exhibit 10 - June 20 2023 City Council Minutes
11. Ordinance 4920 (second reading)

Proposed Map of Annexation Area



- | | |
|-------------------|----------------|
| Urban_Growth_Area | Road |
| CityLimits | Major Arterial |
| Proposed Parcels | Railroad |

Future Land Use



Parcels

Urban_Growth_Area

CityLimits

Major Arterials

Road

Major Arterial

Railroad

Land Use

Blended residential neighborhood

Community mixed use

General commercial and services

Heavy industrial

Industrial residential

Light industrial

Mixed business park

Neighborhood commercial

Neighborhood mixed use

Open space (pvt/non-city owned)

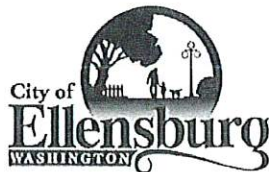
Parks and open space

Public/institutional

Residential neighborhood

Urban center

Urban neighborhood



Petition For Annexation



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.

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 March 20, 2023

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



OWNER'S SIGNATURE

PO Box 99, Ellensburg WA 98926

ADDRESS

Mark T. Anderson

PRINTED NAME

2/21/2023

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

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OWNER'S SIGNATURE

ADDRESS

PRINTED NAME

DATE SIGNED

EXHIBIT A: Proposed Annexation Area – Parcel #'s 12364, 448533, 13144, 525136, 548633, 956844, 558633, 136833, 688633, 668633, 858633, 658633, 538633, 086833, 096833, 296833, 838633, 848633, 408533, 428533, 418533, 438533, 728633, 718633

The following corrected information describes the proposed annexation area as affirmed by Ellensburg City Council on March 20, 2023.

Parcel Number: 12364

Acres: 7.66

Legal Description: ACRES 7.66, CD. 7955-1; SEC. 3, TWP. 17, RGE. 18, PTN. S ½ SE ¼ LYING SWLY OF I-90

Parcel Number: 448533

Acres: 51.17

Legal Description: ACRES 51.17, CD. 8075; SEC. 10, TWP. 17, RGE. 18; PTN NW ¼ NE ¼ ; NE ¼ TAX #7, 8, & PTN 9 LESS .26 RD R/W; NE ¼ PTN TAX #1 & 2; LESS 9.70 @ INTERSTATE 90; LESS .26 @ CO RD

Parcel Number: 13144

Acres: .73

Legal Description: Acres .73. CS/ 8075-3; SEC. 10, TWP. 17, RGE. 18; PTN NE ¼ PTN TAX #1 & 2 (MUST BE SOLD WITH PARCEL 17-18-10010-0024)

Parcel Number: 525136

Acres: 1.53

Legal Description: Acres 1.53, CD. 8075-1; PTN SE ¼ NE ¼ LYING NLY DAMMAN RD (MUST BE SOLD WITH PARCEL 17-18-10010-00026) SEC. 10, TWP. 17, RGE. 18

Parcel Number: 548633

Acres: 8.2

Legal Description: Acres 8.2, CD. 8152; SEC. 11; TWP. 17; RGE. 18; NW ¼ TAX NO. 6

Parcel Number: 956844
Acres: 7.84
Legal Description: Acres 7.84; PTN SW ¼ SE ¼ SW ¼ SEC 2 & PTN NE ¼ NW ¼ SEC 11, T17R18; SEC 11, TWP 17, RGE 18

Parcel Number: 558633
Acres: 9.25
Legal Description: Acres 9.25; CD. 8149; PTN NE ¼ NW ¼ ; SECT 11, TWP 17, RGE 18

Parcel Number: 136833
Acres: 1.86
Legal Description: Acres 1.86, CD. 7898; SEC. 2; TWP. 17; RGE. 18; SW ¼ TAX NO. 32 (OUT OF TAX 11)

Parcel Number: 688633
Acres: 13.42
Legal Description: Acres 13.42, CD. 8150; SEC. 11, TWP 17, RGE. 18; PTN. NW ¼ NW ¼

Parcel Number: 668633
Acres: .39
Legal Description: Acres 0.39; CD # 8155; NW ¼ TAX NO 10; SEC 11, TWP 17, RGE 18

Parcel Number: 858633
Acres: .67
Legal Description: Acres .67, TEETER SHORT PLAT 78-12 LOT 3; SEC. 11; TWP. 17; RGE 18

Parcel Number: 658633
Acres: 1.25
Legal Description: Acres 1.25, CD. 8158; SEC. 11; TWP. 17; RGE. 18; NW ¼ TAX NO. 15 (OUT OF TAX 13)

Parcel Number: 538633
Acres: 1.25
Legal Description: Acres 1.25, CD. 8157; SEC. 11; TWP. 17; RGE. 18; PTN. NW ¼ (TAX 13)

Parcel Number: 086833
Acres: 1.25
Legal Description: ACRES 1.25, CD. 7897; SEC. 2; TWP. 17; RGE. 18; SW ¼ TAX NO. 30 (OUT OF TAX 11)

Parcel Number: 096833
Acres: 1.16
Legal Description: ACRES 1.16, CD. 7888; SEC. 2; TWP. 17; RGE. 18; SW ¼ SW ¼ TAX 36

Parcel Number: 296833
Acres: 1.1
Legal Description: ACRES 1.10, CD # 7887; SEC. 2; TWP. 17; RGE. 18; SW 1/4 SW 1/4 TAX NO. 11

Parcel Number: 838633
Acres: 1.00
Legal Description: ACRES 1.00, TEETER SHORT PLAT 78-12 LOT 1 SEC. 11; TWP. 17; RGE. 18

Parcel Number: 848633
Acres: .60
Legal Description: ACRES .60, TEETER SHORT PLAT 78-12 LOT 2 SEC. 11; TWP. 17; RGE. 18

Parcel Number: 408533
Acres: .80
Legal Description: ACRES .80, CD. 8084; SEC. 10; TWP. 17; RGE. 18; NE ¼ TAX NO. 20

Parcel Number: 428533
Acres: .08
Legal Description: ACRES .08, CD. 8085-A; SEC. 10; TWP. 17; RGE. 18; NE ¼ TX 22 (OUT OF TX 21)

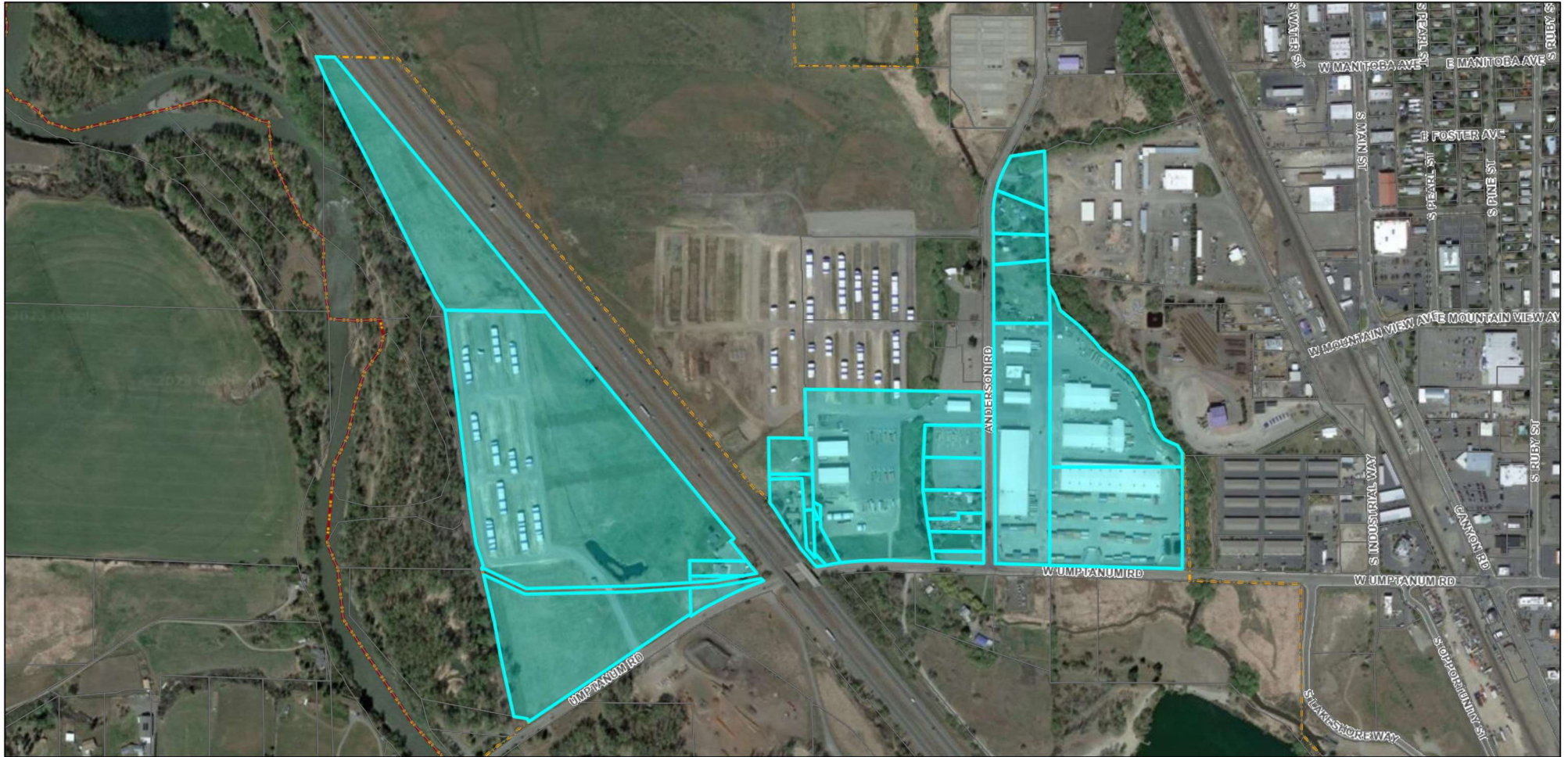
Parcel Number: 418533
Acres: 1.13
Legal Description: ACRES 1.13, CD. 8082; SEC. 10, TWP. 17, RGE. 18; NE ¼ TAX NO. 17; LESS .97 S.R. 90

Parcel Number: 438533
Acres: .16
Legal Description: ACRES .16; CD 8085; SEC 10; TWP 17; RGE 18; NE ¼ TAX NO. 21 LESS TAX 22 LESS .16 S.R. 90

Parcel Number: 728633
Acres: .03
Legal Description: ACRES .03, CD # 8153-1; SEC. 11; TWP. 17; RGE. 18 PTN. NW ¼

Parcel Number: 718633
Acres: .46
Legal Description: ACRES .46, CD. 8153; SEC. 11; TWP. 17; RGE. 18; NW ¼ TAX NO. 7

EXHIBIT B: Map of proposed annexation area



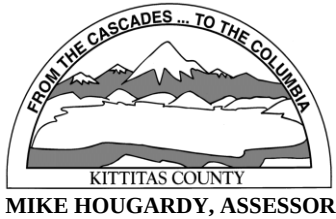
4/11/2023, 1:52:59 PM

 County Parcels
  Major Arterial Road
  Urban Growth Area
  City Limits
  Parcels

1:9,028

Google Maps

Google Maps | Hexagon, WaTech, Kittitas County GIS | Kittitas County Public Works | Kittitas County Auditor | Esri Community Maps Contributors, City Of Ellensburg GIS, City of Yakima, County of Kittitas, WA State Parks GIS, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land



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

April 26, 2023

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

RE: Proposed Annexation Petition, P23-022 Anderson

Parcels: 12364, 448533, 13144, 525136, 548633, 956844, 558633, 136833, 688633, 668633, 858633, 658633, 538633, 086833, 096833, 296833, 838633, 848633, 408533, 428533, 418533, 438533, 728633 & 718633

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, P23-022 received by this office April 19th, 2023 have been verified regarding legal description and corresponding owner of record.

Please feel free to contact me if I can be of any further assistance.

Sincerely,

A handwritten signature in black ink, appearing to read "M Hougardy", is written over a light blue horizontal line.

Mike Hougardy
Kittitas County Assessor



ADVERTISING PROOF

401 N Main St,
 Ellensburg, WA 98926
Ph. (509) 204-8250 **Fax:** (907) 452-5054

BILLING DATE:	ACCOUNT NO:
05/30/23	50080

CITY OF ELLENSBURG-CITY CLERK
 501 N. ANDERSON
 ELLENSBURG, WA 98926

AD #	DESCRIPTION	START	STOP	TIMES	AMOUNT
379906	NOTICE OF OPEN PUBLI	06/06/23	06/06/23	2	\$109.24

Payments:

Date	Method	Card Type	Last 4 Digits	Check	Amount
------	--------	-----------	---------------	-------	--------

Discount: **\$0.00**
 Surcharge: **\$0.00**
 Credits: **\$0.00**

Gross: **\$109.24**
 Paid Amount: **\$0.00**

Amount Due: **\$109.24**

We Appreciate Your Business!

**NOTICE OF OPEN PUBLIC HEARINGS
ANNEXATION REQUEST**

NOTICE IS HEREBY GIVEN that the City of Ellensburg City Council will hold two open record public hearings on **Tuesday, June 20, 2023 at 7:00pm and Monday, August 7, 2023 at 7:00pm** remotely via zoom and in person, to consider an annexation request (P23-022) submitted by MTA Holdings LLC., property owner. The applicant seeks to annex parcel numbers listed below into the City of Ellensburg. Consistent with Ellensburg City Code and the Ellensburg Comprehensive Plan, upon annexation the parcels will be zoned light industrial. The submitted application and related documents are available for review online at <https://ci.ellensburg.wa.us/623/Public-NoticesCurrent-Projects> or at the City of Ellensburg Community Development Department, 501 North Anderson Street, Ellensburg, WA. Anyone wishing to receive a copy of the annexation request is invited to call (509) 962-7232.

Project Location: The parcels are located off Anderson Road and W Umptanum Road, Ellensburg, Washington 98926. Kittitas County Assessor's Parcel Numbers 12364, 448533, 13144, 525136, 548633, 956844, 558633, 136833, 688633, 668633, 858633, 658633, 538633, 086833, 096833, 296833, 838633, 848633, 408533, 428533, 418533, 438533, 728633, and 718633

NOTICE IS FURTHER GIVEN that all persons interested in this matter may participate in this remote meeting by contacting staff. An email link, text link, or phone number will be provided which will allow for electronic participation in the public hearing. Written comments may be filed with the Community Development Department, 501 North Anderson Street, or via email at johnstonj@ci.ellensburg.wa.us. **To be considered during the public hearing, written comments must be submitted by 5:00 pm on Tuesday, June 20, 2023 for the first hearing and by 5:00 pm on Monday, August 7, 2023 for the second hearing.**

PUBLISH: Daily Record: June 6, 2023 / LEGAL #: 379906

FAGALDE, DANA S &
200 S ELLIOTT ST
ELLENSBURG, WA 98926

ELLEVEST LLC
4621 RADER RD
ELLENSBURG WA98926-6942

PUGET SOUND ENERGY INC
PO BOX 97034
BELLEVUE WA98009-9734

SCHMITT, TYLER & RIKKI
4871 TJOSSEM RD
ELLENSBURG, WA 98926

BROWN, JEREL D
1109 ANDERSON RD
ELLENSBURG WA98926-9695

MRM CONSTRUCTION INC
PO BOX 838
ELLENSBURG WA98926-1922

DYKMAN, MARLIN
1113 ANDERSON RD #2
ELLENSBURG WA98926-9695

CENTRAL STORAGE AND OFFICE LLC
PO BOX 858
ELLENSBURG WA98926-1923

MTA HOLDINGS LLC
PO BOX 99
ELLENSBURG WA98926-1909

BONKE, LES
1083 W UMPTANUM RD
ELLENSBURG WA98926-8960

KITTITAS CO (AUDITOR)
205 W 5TH AVE STE 105
ELLENSBURG WA98926-2891

USA (BOR)
1917 MARSH RD
YAKIMA WA98907

FISCHER, CHARLES R ETUX
PO BOX 228
THORP WA98946

OBRIEN, WILLIAM P ETUX
4801 VIEW DR
EVERETT WA98203-2428

SOLAR DOLAR LLC
1410 W DOLARWAY ROAD STE 301
ELLENSBURG WA98926

BELLO, MICHAEL C & CAMI A
2601 E 3RD AVE
ELLENSBURG WA98926

STATE OF WASH WILDLIFE
600 CAPITOL WAY N
OLYMPIA, WA 98501-1076

BELL, JAMES P II
820 W UMPTANUM
ELLENSBURG, WA 98926

FAGALDE, DANA S &
200 S ELLIOTT ST
ELLENSBURG, WA 98926

P23-022

CERTIFICATE OF TRANSMITTAL

On this day, the undersigned sent to
the addressee(s) the original
document(s) by U.S. Mail.

I certify under penalty of perjury
under the laws of the State of WA
that the foregoing is true and correct.

Date 6/6/23

Signed

Natly Boots



COMMUNITY DEVELOPMENT DEPARTMENT

501 N. Anderson St., Ellensburg WA 98926

Land Use Permitting (509) 962-7231 Construction Permitting (509) 962-7239

Chuck Doan, Interim Director

Phone: (509) 925-8663 Fax: (509) 925-8655 E-Mail: doanc@ci.ellensburg.wa.us

June 6, 2023

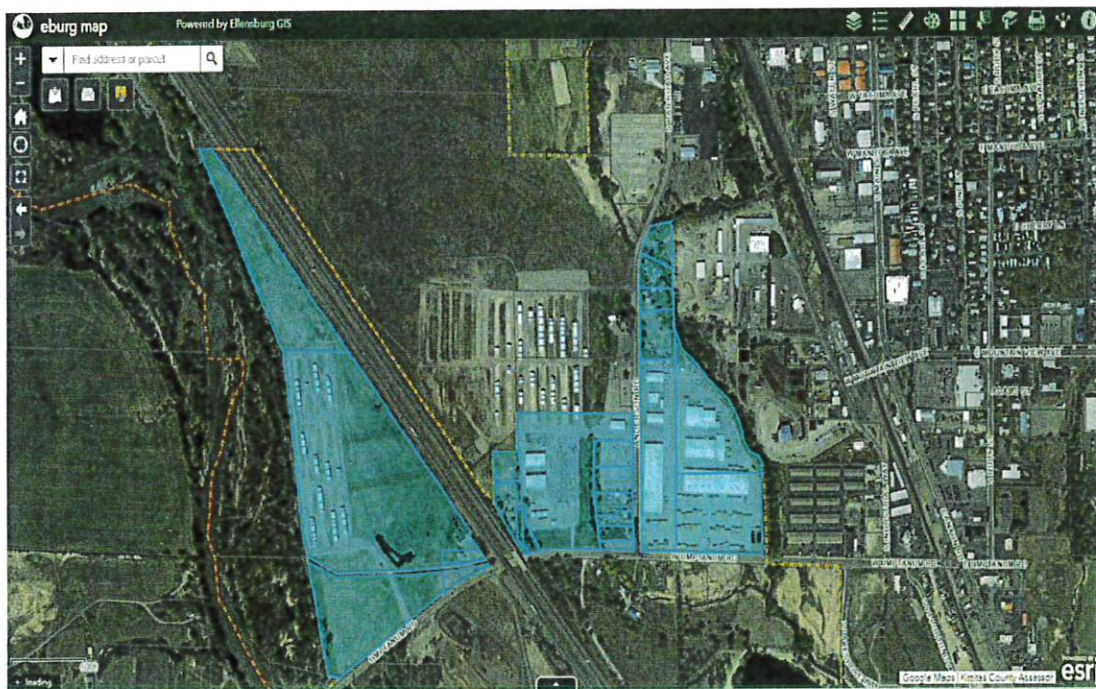
RE: Notice of two Open Record Public Hearings for Annexation request, case # P23-022, submitted by MTA Holdings LLC.

NOTICE IS HEREBY GIVEN that the City of Ellensburg City Council will hold two open record public hearings on **Tuesday, June 20, 2023 at 7:00 pm and Monday, August 7, 2023 at 7:00pm** remotely via zoom and in person, to consider an annexation request (P23-022) submitted by MTA Holdings LLC., property owner. The applicant seeks to annex parcel numbers 12364, 448533, 13144, 525136, 548633, 956844, 558633, 136833, 688633, 668633, 858633, 658633, 538633, 086833, 096833, 296833, 838633, 848633, 408533, 428533, 418533, 438533, 728633, and 718633 into the City of Ellensburg. Consistent with Ellensburg City Code and the Ellensburg Comprehensive Plan, upon annexation the parcels will be zoned light industrial. The submitted application and related documents are available for review online at <https://ci.ellensburg.wa.us/623/Public-NoticesCurrent-Projects> or at the City of Ellensburg Community Development Department, 501 North Anderson Street, Ellensburg, WA. Anyone wishing to receive a copy of the annexation request is invited to call (509) 962-7232.

Project Location: The parcels are located off Anderson Road and W Umptanum Road, Ellensburg, Washington 98926. Kittitas County Assessor's Parcel Numbers 12364, 448533, 13144, 525136, 548633, 956844, 558633, 136833, 688633, 668633, 858633, 658633, 538633, 086833, 096833, 296833, 838633, 848633, 408533, 428533, 418533, 438533, 728633, and 718633

NOTICE IS FURTHER GIVEN that all persons interested in this matter may participate in this remote meeting by contacting staff. An email link, text link, or phone number will be provided which will allow for electronic participation in the public hearing. Written comments may be filed with the Community Development Department, 501 North Anderson Street, or via email at johnstoni@ci.ellensburg.wa.us. **To be considered during the public hearing, written comments must be submitted by 5:00 pm on Tuesday, June 20, 2023 for the first hearing and by 5:00 pm on Monday, August 7, 2023 for the second hearing.**

The City of Ellensburg strives to make our services, programs, and activities readily accessible and usable by individuals with disabilities. A "Request for Accommodation" form may be obtained from City Clerk Beth Leader (First Floor - City Hall) or by calling 509-925-8614.



If you have any questions regarding this matter, please contact me at 509-962-7232 or via the e-mail listed above.

Sincerely,

Jeremy Johnston
Planning Manager
johnstonj@ci.ellensburg.wa.us



COMMUNITY DEVELOPMENT DEPARTMENT

501 N. Anderson St, Ellensburg WA 98926

Land Use Permitting (509) 962-7231 Construction Permitting (509) 962-7239

Chuck Doan, Interim Director

Phone: (509) 925-8663 Fax: (509) 925-8655 E-Mail: doanc@ci.ellensburg.wa.us

AFFIDAVIT OF POSTING

As per Revised Code of Washington (RCW) 35A.14.130, Ellensburg City Code requires that all public hearings pertaining to annexation requests shall have a notice posted in **three** publicly accessible places within the territory proposed for annexation. Per ECC 15.220.050, the following shall apply:

1. The posting of a weather-resistant sign posted 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. If the project abuts more than one public right-of-way, more than one sign may be required as determined by the responsible official.
3. The responsibility for the posting of the sign shall be upon the project applicant.
4. The sign shall be at least two feet by three feet in size, have a written description of the proposal, include a site drawing which shows the proposed project, have the date listed when comments are due, and where comments are to be mailed.

DATE: May 30, 2023	PLANNER: Jeremy Johnston, Planning Manager
PROJECT NAME: Annexation of parcels into the City of Ellensburg	FILE NUMBER: P23-022

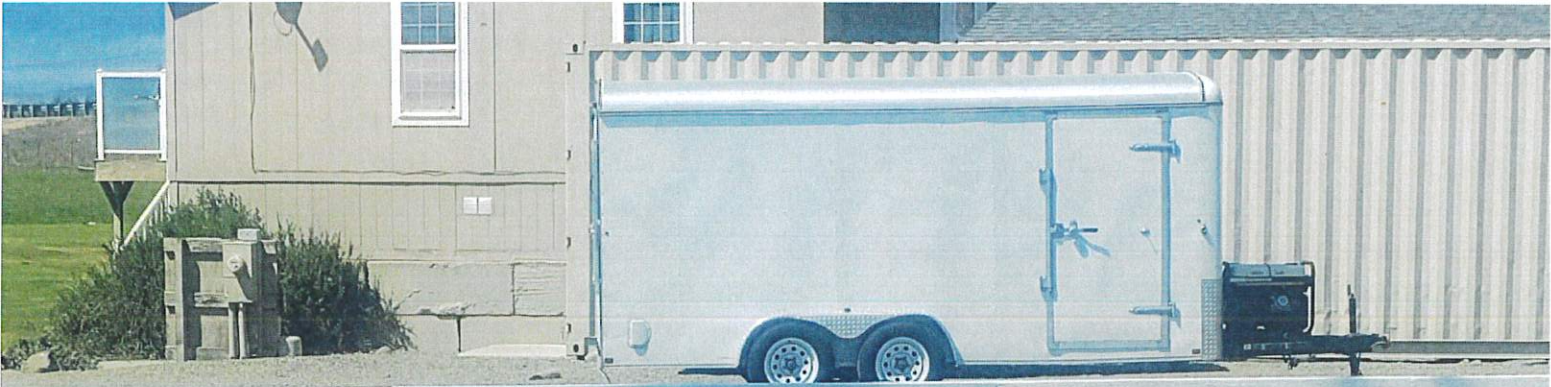
PLEASE COMPLETE THE FOLLOWING:

I, Alan Fife / Fac Mgr, 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 the posting period begins immediately and ends after the ending of the appeal period on the final decision by the City Council and the sign(s) will be posted at the site until this time. **Please post the site and return this form to the Community Development Department in a timely manner.**

Alan Fife / Fac Mgr
Signature

6/1/23 20____
Date

Please return the above affidavit and a photograph of the posted sign(s) to Jeremy Johnston, Planning Manager, by email: johnstonj@ci.ellensburg.wa.us; Fax 509-962-8653; mail; or deliver to: Community Development Dept., City Hall, 501 N. Anderson St., Ellensburg, WA 98926.



LAND USE ACTION
Notice of Public Hearings for an
Annexation Request

NOTICE IS HEREBY GIVEN that the City of Eldersburg City Council will hold two open record public hearings on Tuesday, June 28, 2022 at 7:00 p.m. and Wednesday, August 3, 2022 at 7:00 p.m. to consider an annexation request (P2022-02) submitted by MFA Holdings LLC, to annex 24 parcels into the City of Eldersburg, Maryland. The parcels are located in the Eldersburg Comprehensive Plan, upon annexation the parcels will be zoned Light Industrial (LI).



All interested parties may participate in the public hearing and be heard for or against the request on either Wednesday, June 29, 2022 at 9:00 a.m. or on Monday, June 28, 2022 for the first hearing and on Wednesday, August 3, 2022 for the second hearing. Please contact: 286-6580.

LAND USE ACTION
Notice of Public Hearing for an
Annexation Request

NOTICE IS HEREBY GIVEN that the City of Eldersburg Planning Commission will hold an open record public hearing on Thursday, June 9, 2022 at 3:00 p.m. to consider an annexation request (P2022-022) submitted by MFA Holdings LLC, to annex 24 parcels into the City of Eldersburg, Maryland. The parcels are located in the Eldersburg Comprehensive Plan, upon annexation the parcels will be zoned Light Industrial (LI).



All interested parties may participate in the public hearing and be heard for or against the request on either Wednesday, June 9, 2022 at 3:00 p.m. or on Thursday, June 9, 2022 for the public hearing. Please contact: 286-6580.



LAND USE ACTION Notice of Public Hearing for an Annexation Request

NOTICE IS HEREBY GIVEN that the City of Ellensburg Planning Commission will hold an open record public hearing on Thursday, June 8, 2023 at 5:45 p.m. remotely via Zoom, to consider an annexation request (P23-022) submitted by MTA Holdings LLC, to annex 24 parcels into the City of Ellensburg. Consistent with Ellensburg City Code and the Comprehensive Plan, upon annexation the parcels will be zoned U-Grand-Industrial (UGI).

All interested persons may participate in the public hearing and be heard for or against the matter, or submit comments by the first of the following dates: 501 N. Anderson St., Ellensburg, WA, or via email: PlanningCommission@cityofellensburg.com by 5:45 pm on Thursday, June 8, 2023.

Project Planner - Jeremy Johnson, 509-923-8653



LAND USE ACTION Notice of Public Hearings for an Annexation Request

NOTICE IS HEREBY GIVEN that the City of Ellensburg City Council will hold two open record public hearings on Thursday, June 26, 2023 at 7:00 p.m. and Monday, August 7, 2023 at 7:00 p.m. in person at 501 N. Anderson St. or remotely via Zoom, to consider an annexation request (P23-022) submitted by MTA Holdings LLC, to annex 24 parcels into the City of Ellensburg. Consistent with Ellensburg City Code and the Comprehensive Plan, upon annexation the parcels will be zoned U-Grand-Industrial (UGI).

All interested persons may participate in the public hearing and be heard for or against the matter, or submit comments by the first of the following dates: 501 N. Anderson St., Ellensburg, WA, or via email: PlanningCommission@cityofellensburg.com by 5:00 pm on Monday, June 26, 2023 for the first hearing and by 5:00 pm on Monday, August 7, 2023 for the second hearing. Project Planner - Jeremy Johnson, 509-923-8653



Jeremy Johnston

From: Cathy Caraway <eburgteamc@yahoo.com>
Sent: Thursday, June 8, 2023 9:06 AM
To: Jeremy Johnston; Cathy Caraway; Les
Subject: [Ext] Public hearing

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

Our lot numbers are included in this. We reject being annexation of said property into the city of Ellensburg.
Les will be there in person b
Cathy would like the electronic participation for the public hearing

Sent from Yahoo Mail for iPhone

MTA Holdings

- 1 - 12364
- 2 - 448533
- 3 - 13144
- 4 - 525136
- 5 - 688633
- 6 - 538633
- 7 - 658633
- 8 - 858633
- 9 - 668633
- 10 - 548633
- 11 - 136833
- 12 - 956844
- 13 - 558633

Les Bonke

- 14 - 728633
- 15 - 718633
- 16 - 438533
- 17 - 418533
- 18 - 428533
- 19 - 408533

Marlin Dykman

- 20 - 848633

Jerel Brown

- 21 - 838633

Charles Fischer

- 22 - 296833

- 23 - 096833

City of Ellensburg

- 24 - 086833



0 250 500 Feet



CITY OF ELLENSBURG

Date of Meeting

Time of Meeting

Place of Meeting

Minutes of City Council, Regular Meeting

June 20, 2023

7:00 PM

Council Chambers 501 North Anderson Street

Ellensburg, WA 98926

And remotely via Zoom

Pledge of Allegiance

The Pledge of Allegiance was led by Councilmember Beauchamp

1. Call to Order and Roll Call

Roll Call Present: Sarah Beauchamp, Rich Elliott, Nancy Lillquist, David Miller, Monica Miller, Adam Winn (remotely)

Others present in person: City Manager Behrends Cerniwey, City Attorney Weiner, Deputy City Clerk Davison, Community Development Director Carlson, Public Works and Utilities Director Lyyski, Engineering Services Manager Mayo, Assistant City Engineer Mattson, Energy Resource Manager Stanavich, Planning Manager Johnston, Planner Wilson, and three members of the public.

Others present remotely via Zoom: one member of the public

Councilmember Nancy Goodloe had an excused absence

2. Proclamations

3. Awards and Recognitions

4. Approval of Agenda

Councilmember Elliott moved to Approve the Agenda. **Motion Approved 6-0.**

5. Consent Agenda

5.A Approve Minutes of the June 5, 2023 Regular Meeting

5.B Approve Minutes of the June 5, 2023 Study Session

5.C Acknowledge Minutes of Boards and Commissions

5.D Traffic Impact Fee Annual Report

5.E Washington State Department of Ecology Capacity Grant Amendment Number 1

- 5.F Amendment No. 1 to the Interlocal Agreement Between Kittitas County Public Hospital District No. 1 (KVH) and the City of Ellensburg for Cabulance Service
- 5.G Amendment No. 1 to the Interlocal Agreement Between Kittitas Fire and Resue (KVFR) and the City of Ellensburg for Cabulance Service
- 5.H Amendment No. 1 to the Interlocal Agreement between The State of Washington Central Washington University (CWU) and the City of Ellensburg continue providing transit services
- 5.I Amendment No. 1 to the Cabulance Operating Agreement Between the City of Ellensburg and HopeSource
- 5.J City Obligation for Kachess Dam Safety Modifications
- 5.K Traffic Impact Fee (TIF) Exemption Approval, Payment from Public Funds, and Corresponding Budget Adjustment - Happy Feet Early Learning Center
- 5.L Approve June 20, 2023 Voucher Listing

Councilmember Elliott moved to Approve the Consent Agenda as presented. **Motion Approved 6-0.**

6. Petitions, Protests, and Communications

- 6.A Introduction of Donna Etchey, Daily Record
Donna Etchey, General Manager of the Daily Record, was present to introduce herself
- 6.B Climate Commitment Act May 31, 2023 Cap-and- Invest Auction Update
Energy Resource Manager Stanavich presented information in the staff report
- 6.C Board and Commission Appointments - Utility Advisory Committee
Grant Craig and Andy Pollock were present to introduce themselves.

Councilmember Elliott moved to Approve Council Affirmation of Grant Craig and Audrey Huerta to the Utility Advisory Committee. **Motion Approved 6-0**

7. Citizen Comment on Non-agenda Issues

8. Business Requiring Public Hearings

- 8.A Public Hearing (Legislative) to Consider a Resolution Adopting the City's Six-Year Transportation Improvement Plan (TIP) 2024-2029 and Provide an Annual Complete Streets Update
The Mayor opened the public hearing. Assistant City Engineer Mattson gave a presentation on the City's six-year transportation improvement plan and the annual complete streets update.

With no comments from the public or questions from Council, the Mayor closed the public hearing.

Councilmember Elliott moved to Approve adoption of Resolution 2023-14 adopting the Six-Year Transportation Plan. **Motion Approved 6-0**

8.B Public Hearing (Legislative) to Consider Annexation Request - Parcel 946133 Located at 1501 W Dolarway Rd. and First Reading of Ordinance 4919 Approving the Annexation

The Mayor opened the public hearing. Community Development Planner Wilson presented information in the staff report.

With no comments from the public or questions from Council, the Mayor closed the public hearing.

Councilmember Elliott moved to Approve first reading of Ordinance 4919 adopting annexation of parcel 946133. **Motion Approved 6-0**

8.C Public Hearing (Legislative) to Consider Annexation Request File Number P23-022 for Parcels 12364, 448533, 13144, 525136, 548633, 956844, 558633, 136833, 688633, 668633, 858633, 658633, 538633, 086833, 096833, 296833, 838633, 848633, 408533, 428533, 418533, 438533, 728633, and 718633 located at Umptanum Road and Anderson Road

The Mayor opened the public hearing. Planning Manager Johnston presented information in the staff report.

With no comments from the public or questions from Council, the Mayor closed the public hearing.

Councilmember Elliott moved to Approve first reading of Ordinance 4920 adopting annexation of the listed parcels. **Motion Approved 6-0**

9. Introduction and Adoption of Ordinances and Resolutions

9.A Ordinance 4917 - Increase City Manager Purchasing Authority
Public Works and Utilities Director Lyyski presented information in the staff report.

Councilmember Elliott moved to Approve first reading of Ordinance 4917 increasing the Purchasing Authority of the City Manager. **Motion Approved 6-0**

9.B Ordinance 4918 (First Reading) Adding Section 5.22 (Compost Procurement Policy) to the Ellensburg City Code
Engineering Services Manager Mayo presented information in the staff report.

Councilmember Elliott moved to Approve first reading of Ordinance 4918 adding Chapter 5.22 to the Ellensburg City Code. **Motion Approved 6-0**

9.C Ordinance 4921 (First Reading) Traffic Code Revisions
Assistant City Engineer Mattson presented information in the staff report.

Councilmember Elliott moved Approve first reading of Ordinance 4921 amending code sections related to parking. **Motion Approved 6-0**

9.D Resolution Amending the Pay Resolution for Fiscal Year 2023 to Address Staffing Changes, Temporary Employees, and Interns
City Attorney Weiner presented information in the staff report.

Councilmember Elliott moved to Approve adoption of Resolution 2023-16 amending the pay plan. **Motion Approved 6-0**

Councilmember Elliott moved to Approve the necessary budget adjustments for adoption of Resolution 2023-16. **Motion Approved 6-0**

9.E Purchase and Sale Agreement for Property Known as the Ellensburg Racquet and Recreation and Center
City Attorney Weiner presented information in the staff report.

Councilmember Elliott moved to Approve adoption of Resolution 2023-15 approving the sale of the ERRC. **Motion Approved 6-0**

10. Unfinished Business

11. New Business

12. Miscellaneous

12.A Manager's Report

City Manager Behrends Cerniwey reviewed the report.

12.B Councilmembers' Reports

- Councilmember Monica Miller participated in Parks & Recreation Commission interviews and reviewed the options for the Rotary Park Master Plan
- Councilmember David Miller will be participating in Arts Commission interviews, attended the Public Transit Advisory Committee meeting where the Zero Emission Plan had been completed and relayed that ridership numbers are up 36 percent over last year. He also applauded the local Boy Scouts for their efforts in placing flags for the Juneteenth holiday
- Councilmember Winn relayed that the Lodging Tax Committee is still looking for 2 members and he will be attending the Law & Justice meeting
- Councilmember Elliott attended the EBDA/CenterFuse meeting, Planning Commission meeting, and the Kittcom meeting. He relayed the upcoming funding issues that will be affecting Kittcom. He will be attending KCCOG tomorrow and Coffee with Council on Saturday. He stated his support for the railroad project
- Councilmember Beauchamp also stated her support for the railroad project. She attended the Affordable Housing Commission meeting where they focused on

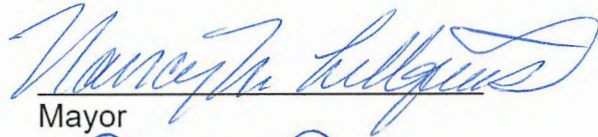
zoning and incentivizing contractors to build affordable housing, and attended the Chamber of Commerce's hospitality and resource summit

- Mayor Lillquist attended Utility Advisory Committee meeting, the Ad Hoc Committee on Homelessness meeting, and she commented on the need for food services in the northern section of town, and stated that the Kittitas County Fair is looking for people to judge jokes at the fair

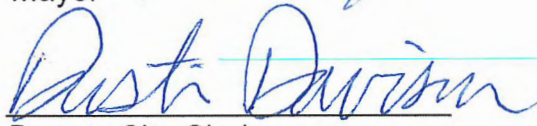
13. Executive Session

14. Adjournment

Meeting adjourned at 8:25 pm


Mayor

ATTEST:


Deputy City Clerk

ORDINANCE NO. 4920

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ELLENSBURG, WASHINGTON ANNEXING PARCELS 12364, 448533, 13144, 525136, 548633, 956844, 558633, 136833, 688633, 668633, 858633, 658633, 538633, 086833, 096833, 296833, 838633, 848633, 408533, 428533, 418533, 438533, 728633, and 718633 TO THE CITY OF ELLENSBURG, WASHINGTON, ASSIGNING LIGHT INDUSTRIAL ZONING CLASSIFICATION, PROVIDING FOR THE PROPORTIONAL ASSUMPTION OF EXISTING CITY INDEBTEDNESS AND FIXING A TIME WHEN THE SAME SHALL BE EFFECTIVE.

WHEREAS, on March 6, 2023, 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 parcels 12364, 448533, 13144, 525136, 548633, 956844, 558633, 136833, 688633, 668633, 858633, 658633, and 538633, as more fully described in Section 1 of this Ordinance and depicted in Exhibit A, attached hereto; and

WHEREAS, to avoid creation of new unincorporated islands within the City of Ellensburg’s Urban Growth Area, Community Development Staff added eleven (11) adjacent parcels to the proposal. These parcel numbers include 086833, 096833, 296833, 838633, 848633, 408533, 428533, 418533, 438533, 728633, and 718633; and

WHEREAS, on March 20, 2023, the City Council of the City of Ellensburg, Washington held a public meeting with the annexation initiators pursuant to RCW 35A.14.120. and determined that the initiators could proceed to acquire a 60% petition for annexation pursuant to RCW 35A.14.120; and

WHEREAS, at its March 20, 2023, public meeting the City Council set the annexation area by adding eight (8) additional parcels, 086833, 096833, 296833, 408533, 428533, 418533, 438533, and 718633 to the annexation area to avoid creating unincorporated islands with the City’s Urban Growth Area (UGA); and

WHEREAS, City Council further determined at the March 20, 2023 meeting that five (5) of the added parcels, 408533, 428533, 418533, 438533, and 718633, would be designated at a Residential-Medium zoning designation, the remaining parcels subject to annexation would be zoned Light Industrial, and all twenty-one (21) parcels would assume the annexation area’s proportional share of City indebtedness; and

WHEREAS, subsequent to the March 20, 2023 meeting, City staff determined that three additional parcels, 838633, 848633 and 728633, which are contiguous to the annexation area, should be added to the annexation to prevent them from becoming unincorporated islands in the City’s UGA; and

WHEREAS, staff have determined that the City's Future Land Use map in the Comprehensive Plan does not support Residential Medium (R-M) zoning for the five (5) parcels originally recommended for such zoning, and they should not be included with the other twenty-one (21) parcels for Industrial Light (I-L) zoning; and

WHEREAS, the owners of not less than 60% in value, according to the assessed valuation for general taxation of the property hereinafter described, signed the petition pursuant to RCW 35A.14.120 for the annexation of said area to the City of Ellensburg, Washington; and

WHEREAS, the petition for annexation was certified as sufficient by the Kittitas County Assessor, on April 26, 2023. City staff determined that the petition signatures have a combined total assessed value for general taxation of not less than 60% of the total assessed value for general taxation of all property in the proposed annexation area, in compliance with RCW 35A.01.040; and

WHEREAS, the City provided public notice of the petition for annexation and has provided an opportunity for comment thereon by all interested citizens at a duly called and noticed public hearing; and

WHEREAS, on June 8, 2023, pursuant to proper notice given in accordance with RCW 35A.14.130, the Planning Commission conducted a public hearing on the proposed annexation, and following such hearing recommended City Council approve the annexation request with pre annexation letters provided to affected property owners; and

WHEREAS, on June 20, 2023 and August 7, 2023, pursuant to proper notice given in accordance with RCW 35A.14.130, the City Council received and reviewed all of the documentation associated with this annexation proposal, conducted public hearings on the proposed annexation in accordance with RCW 35A. 14.140 and RCW 35A.14.330-.340, and following such hearings 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

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.110,

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

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

1. Parcel Number: 12364
Acres: 7.66
Legal Description: ACRES 7.66, CD. 7955-1; SEC. 3, TWP. 17, RGE. 18, PTN. S $\frac{1}{2}$ SE $\frac{1}{4}$ LYING SWLY OF I-90
2. Parcel Number: 448533
Acres: 51.17
Legal Description: ACRES 51.17, CD. 8075; SEC. 10, TWP. 17, RGE. 18; PTN NW $\frac{1}{4}$ NE $\frac{1}{4}$; NE $\frac{1}{4}$ TAX #7, 8, & PTN 9 LESS .26 RD R/W; NE $\frac{1}{4}$ PTN TAX #1 & 2; LESS 9.70 @ INTERSTATE 90; LESS .26 @ CO RD
3. Parcel Number: 13144
Acres: .73
Legal Description: Acres .73. CS/ 8075-3; SEC. 10, TWP. 17, RGE. 18; PTN NE $\frac{1}{4}$ PTN TAX #1 & 2 (MUST BE SOLD WITH PARCEL 17-18-10010-0024)
4. Parcel Number: 525136
Acres: 1.53
Legal Description: Acres 1.53, CD. 8075-1; PTN SE $\frac{1}{4}$ NE $\frac{1}{4}$ LYING NLY DAMMAN RD (MUST BE SOLD WITH PARCEL 17-18-10010-00026) SEC. 10, TWP. 17, RGE. 18
5. Parcel Number: 548633
Acres: 8.2
Legal Description: Acres 8.2, CD. 8152; SEC. 11; TWP. 17; RGE. 18; NW $\frac{1}{4}$ TAX NO. 6
6. Parcel Number: 956844
Acres: 7.84
Legal Description: Acres 7.84; PTN SW $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ SEC 2 & PTN NE $\frac{1}{4}$ NW $\frac{1}{4}$ SEC 11, T17R18; SEC 11, TWP 17, RGE 18
7. Parcel Number: 558633
Acres: 9.25
Legal Description: Acres 9.25; CD. 8149; PTN NE $\frac{1}{4}$ NW $\frac{1}{4}$; SECT 11, TWP 17, RGE 18
8. Parcel Number: 136833
Acres: 1.86
Legal Description: Acres 1.86, CD. 7898; SEC. 2; TWP. 17; RGE. 18; SW $\frac{1}{4}$ TAX NO. 32 (OUT OF TAX 11)
9. Parcel Number: 688633
Acres: 13.42
Legal Description: Acres 13.42, CD. 8150; SEC. 11, TWP 17, RGE. 18; PTN. NW $\frac{1}{4}$ NW $\frac{1}{4}$

10. Parcel Number: 668633
Acres: .39
Legal Description: Acres 0.39; CD # 8155; NW 1/4 TAX NO 10; SEC 11, TWP 17, RGE 18
11. Parcel Number: 858633
Acres: .67
Legal Description: Acres .67, TEETER SHORT PLAT 78-12 LOT 3; SEC. 11; TWP. 17; RGE 18
12. Parcel Number: 658633
Acres: 1.25
Legal Description: Acres 1.25, CD. 8158; SEC. 11; TWP. 17; RGE. 18; NW 1/4 TAX NO. 15 (OUT OF TAX 13)
13. Parcel Number: 538633
Acres: 1.25
Legal Description: Acres 1.25, CD. 8157; SEC. 11; TWP. 17; RGE. 18; PTN. NW 1/4 (TAX 13)
14. Parcel Number: 086833
Acres: 1.25
Legal Description: ACRES 1.25, CD. 7897; SEC. 2; TWP. 17; RGE. 18; SW 1/4 TAX NO. 30 (OUT OF TAX 11)
15. Parcel Number: 096833
Acres: 1.16
Legal Description: ACRES 1.16, CD. 7888; SEC. 2; TWP. 17; RGE. 18; SW 1/4 SW 1/4 TAX 36
16. Parcel Number: 296833
Acres: 1.1
Legal Description: ACRES 1.10, CD # 7887; SEC. 2; TWP. 17; RGE. 18; SW 1/4 SW 1/4 TAX NO. 11
17. Parcel Number: 838633
Acres: 1.00
Legal Description: ACRES 1.00, TEETER SHORT PLAT 78-12 LOT 1 SEC. 11; TWP. 17; RGE. 18
18. Parcel Number: 848633
Acres: .60
Legal Description: ACRES .60, TEETER SHORT PLAT 78-12 LOT 2 SEC. 11; TWP. 17; RGE. 18
19. Parcel Number: 408533
Acres: .80
Legal Description: ACRES .80, CD. 8084; SEC. 10; TWP. 17; RGE. 18; NE 1/4 TAX NO. 20

20. Parcel Number: 428533
Acres: .08
Legal Description: ACRES .08, CD. 8085-A; SEC. 10; TWP. 17; RGE. 18; NE 1/4 TX 22 (OUT OF TX 21)
21. Parcel Number: 418533
Acres: 1.13
Legal Description: ACRES 1.13, CD. 8082; SEC. 10, TWP. 17, RGE. 18; NE 1/4 TAX NO. 17; LESS .97 S.R. 90
22. Parcel Number: 438533
Acres: .16
Legal Description: ACRES .16; CD 8085; SEC 10; TWP 17; RGE 18; NE 1/4 TAX NO. 21 LESS TAX 22 LESS .16 S.R. 90
23. Parcel Number: 728633
Acres: .03
Legal Description: ACRES .03, CD # 8153-1; SEC. 11; TWP. 17; RGE. 18 PTN. NW ¼
24. Parcel Number: 718633
Acres: .46
Legal Description: ACRES .46, CD. 8153; SEC. 11; TWP. 17; RGE. 18; NW 1/4 TAX NO. 7

Including all rights-of-way adjacent to said parcels pursuant to RCW 35A.14.410.

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.

Section 4. Land Use Designation and Zoning. All property within the territory so annexed shall be hereby zoned as follows: Kittitas County Assessor Parcel Numbers 12364, 448533, 13144, 525136, 548633, 956844, 558633, 136833, 688633, 668633, 858633, 658633, 538633, 086833, 096833, 296833, 838633, 848633, 408533, 428533, 418533, 438533, 728633, and 718633 shall be 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 passed and adopted at a regular meeting of the City Council on the 7th day of August 2023.

MAYOR

ATTEST:

CITY CLERK

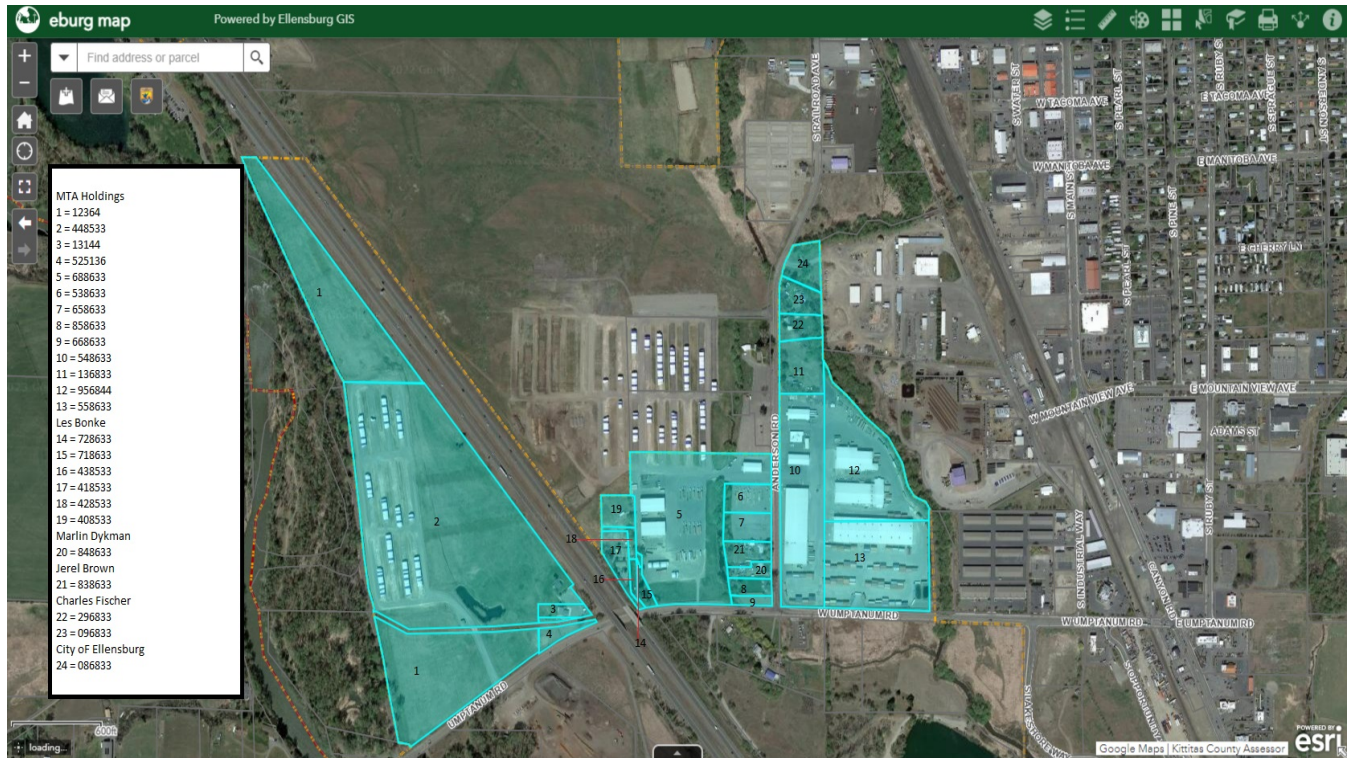
Approved as to form:

CITY ATTORNEY

Publish:

I, Beth Leader, City Clerk of said City, do hereby certify that Ordinance No. 4920 is a true and correct copy of said Ordinance of like number as the same was passed by said Council, and that Ordinance No. 4920 was published as required by law.

Exhibit A: Annexation of Parcels





Meeting Date: August 7, 2023
City of Ellensburg
City Council Agenda Report

Agenda Subject: Ordinance 4922 (Second Reading) Updating Chapter 7 - Criminal Code (Public Comment Opportunity)
Submitted by: Aaron Reiman, Assistant City Attorney
Department: City Attorney

Suggested Motion/Action:

Move to conduct second reading and adoption of Ordinance 4922, amending Title 7 of the Ellensburg City Code.

Background/Summary:

In its 2021 decision, *State v. Blake*, the Washington State Supreme Court struck down the State's drug possession laws as unconstitutional for failing to require an element of "knowingly" possessing the controlled substance. In replacing the temporary fix that expires this summer, the State Legislature passed Senate Bill (2E2SSB) 5536, which, among other things, makes it a gross misdemeanor to knowingly possess or knowingly use in a public place, prohibited substances (e.g. counterfeit substances and controlled substances).

Prior to *Blake*, possession of most of the prohibited substances was a felony. With Senate Bill 5536 making possession and use in a public place a gross misdemeanor, the Ellensburg City Code (ECC) needs to be amended to adopt the relevant and applicable statutes.

Additionally, this update fixes other out-of-date codes in Title 7, which has not been updated since 2007. These fixes include updating the code to reflect the changes the legislature made in 2021 to protection orders, and updates to some titles in the statutes.

Previous Council Action:

First reading of Ordinance 4922 was conducted by Council at its July 3, 2023 meeting.

Analysis:

ECC 7.00.010 is being amended to correct the definition of the maximum period of imprisonment for a gross misdemeanor crime. A gross misdemeanor is a crime that is punishable by up to 364 days in jail, a fine of \$5000 or both.

A new ECC 7.04.035 is being created to reflect the changes in the RCW regarding protection orders. In 2021, the Legislature established a new chapter 7.105 RCW to consolidate and harmonize the laws and provide uniformity in rules and procedures for all protection orders. These protection orders were previously found in RCW chapters 7.90, 7.92, 7.94, 10.14, 26.50 and sections 26.10.115, 74.34.115 through 74.34.163, and 74.34.200. This change to the ECC will update the City code to correspond to the changes in the RCW.

ECC 7.04.060 and .100 are also being amended to remove references to statutes cancelled by the 2021 legislative updates to protection orders. This change to the ECC will update the code to correspond to the changes in the RCW.

ECC 7.04.130 is being updated to reflect the changes to the titles of some of the sections in RCW 69.43 (Precursor Drugs); as well as the changes to RCW 69.50 (Uniform Controlled Substances Act) as a result of Senate Bill 5536.

Financial Impact:

The financial impacts of these changes, if any, will likely not be known until late 2024 and will be incorporated, if needed, into the 2025-26 Biennial Budget planning process.

Budget Adjustment: No

Attachments:

1. Ordinance 4922 (second reading)- ECC Criminal Code Chapter 7 updates

ORDINANCE NO. 4922

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ELLENSBURG, WASHINGTON, RELATING TO TITLE 7, ADDING A NEW SECTION ENTITLED “7.04.035 CHAPTER 7.105 RCW ENTITLED “CIVIL PROTECTION ORDERS” – ADOPTION BY REFERENCE” AND AMENDING SECTIONS 7.00.010, 7.04.060, 7.04.100 AND 7.04.130 OF THE ELLENSBURG CITY CODE.

WHEREAS, the city of Ellensburg has broad powers to maintain and protect the health, safety and welfare of its citizens; and

WHEREAS, Ellensburg City Code regarding adoption of criminal laws codified in state law has not been updated since 2007 and the State legislature has since made several changes to laws; and

WHEREAS, the City Council has determined that the criminal codes adopted by the City must be updated to reflect the changes to the state statutes;

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

Section 1. Section 7.00.010 of the Ellensburg City Code, as last amended by Section 2 of Ordinance 4438, is hereby amended to read as follows:

A. This title shall be known and may be cited as the “Ellensburg criminal code.”

B. As used in this title, “RCW” shall mean the Revised Code of Washington.

C. As used in this title, “ECC” shall mean the Ellensburg City Code.

D. If any chapter, section, subsection, sentence, or provision of this title or its application to any person or circumstance is held invalid, the remainder of this title, or the application of the chapter, section, subsection, sentence, or provision to other persons or circumstances is not affected, and to this end, the chapters, sections, subsections, sentences and provisions of this title are declared to be severable.

E. By adopting Washington State statutes by reference in this title, the city intends to assume jurisdiction over and become the jurisdictional authority for the enforcement and prosecution of misdemeanor and gross misdemeanor crimes committed within the city of Ellensburg. Whenever the word “state” shall appear in any statute adopted by reference in this title, the word “city” shall be substituted therefor; provided, however, the term “city” shall not be substituted for the term “state” in those circumstances that set forth administrative or licensing duties of the state and its subdivisions.

F. Whenever a state statute specifically adopted in this title refers to another state statute not specifically adopted in this title, the statute referred to shall be given the force and effect necessary to enforce the statute specifically adopted in this title.

G. Any state statute that is adopted by reference in this title and which is later amended, repealed, or recodified shall remain in full force and effect until the effective date of the legislative act that repeals, recodifies, or amends the state statute. The amendment or recodification of any state statute adopted by reference in this title shall retain its full force and effect as part of this title subsequent to the effective date of its amendment or recodification.

H. When issuing a citation, information, or complaint for the violation of any section of the RCW adopted by this title, it shall be sufficient for a commissioned officer or prosecutor to cite and refer to the RCW section number.

I. Title, chapter, section and subsection captions are for organizational purposes only and shall not be construed as part of this title.

J. The provisions of this title do not apply to or govern the construction of or punishment of any offense committed prior to the effective date of the ordinance codified in this title or to the construction and application of any defense to a prosecution for such offense. Such an offense shall be construed and punished according to the provisions of the law existing at the time of the commission of the offense in the same manner as if this title had not been enacted.

K. As used in this title, words used in the present tense include the future tense; the masculine includes the feminine and neutral genders; and the singular includes the plural and vice versa.

L. The provisions of this title are intended to create a duty to the public in general and not to create any duty to individuals or to any particular class of individuals. These provisions are not for the protection of any person or class of persons.

M. Unless otherwise provided in this title, violation of any provision of this title shall be punishable by:

1. Gross Misdemeanor. Every person convicted of a gross misdemeanor shall be punished by imprisonment in jail for a maximum term fixed by the court of not more than ~~one year~~ 364 days, or by a fine in an amount fixed by the court of not more than \$5,000, or by both such imprisonment and fine.

2. Misdemeanor. Every person convicted of a misdemeanor shall be punished by imprisonment in jail for a maximum term fixed by the court of not more than 90 days, or by a fine in an amount fixed by the court of not more than \$1,000, or by both such imprisonment and fine. [Ord. 4438 § 2, 2006.]

Section 2. A new section entitled “7.04.035 Chapter 7.105 RCW, entitled “Civil Protection Orders” – Adoption by reference” is hereby added to the Ellensburg City Code to read as follows:

7.04.035 Chapter 7.105 RCW. Civil Protection Orders.

For purposes of offenses under this title only, the following RCW sections, as currently enacted or as hereafter amended or recodified from time to time, are hereby adopted by reference and shall be given the same force and effect as if set forth herein in full:

VIOLATIONS AND ENFORCEMENT

RCW

7.105.450 Enforcement and penalties—Other than antiharassment protection orders and extreme risk protection orders.

7.105.455 Enforcement and penalties—Antiharassment protection orders.

7.105.460 Enforcement and penalties—Extreme risk protection orders—False petitions.

7.105.465 Enforcement and penalties—Knowledge of order.

7.105.470 Enforcement—Prosecutor assistance.

Section 3. Section 7.04.060 of the Ellensburg City Code, as last amended by Section 2 of Ordinance 4438, is hereby amended to read as follows:

The following RCW sections, as currently enacted or as hereafter amended or recodified from time to time, are hereby adopted by reference and shall be given the same force and effect as if set forth herein in full:

HARASSMENT

RCW

~~10.14.120 Disobedience of order—Penalties.~~

~~10.14.170 Criminal penalty.~~

WARRANTS AND ARRESTS

RCW

10.31.030 Service – How – Warrant not in possession, procedure – Bail.

10.31.040 Officer may break and enter.

10.31.050 Officer may use force.

10.31.060 Arrest by telegraph or teletype.

10.31.100 Arrest without warrant.

DOMESTIC VIOLENCE – OFFICIAL RESPONSE

RCW

10.99.010 Purpose – Intent.

10.99.020 Definitions.

10.99.030 Law enforcement officers – Training, powers, duties – Domestic violence reports.

10.99.040 Duties of court – No-contact order.

10.99.045 Appearances by defendant – No-contact order.

10.99.050 Victim contact – Restriction, prohibition – Violation, penalties – Written order – Procedures – Notice of change.

10.99.055 Enforcement of orders.

10.99.060 Prosecutor's notice to victim – Description of available procedures.

10.99.070 Liability of peace officers.

[Ord. 4438 § 2, 2006.]

Section 4. Section 7.04.100 of the Ellensburg City Code, as last amended by Section 2 of Ordinance 4438, is hereby amended to read as follows:

The following RCW sections, as currently enacted or as hereafter amended or recodified from time to time, are hereby adopted by reference and shall be given the same force and effect as if set forth herein in full:

DISSOLUTION OF MARRIAGE – LEGAL SEPARATION

RCW

26.09.300 Restraining orders – Notice – Refusal to comply – Arrest – Penalty – Defense – Peace officers, immunity.

~~NONPARENTAL ACTIONS FOR CHILD CUSTODY~~

RCW

~~26.10.220 Restraining orders – Notice – Refusal to comply – Arrest – Penalty – Defense – Peace officers, immunity.~~

UNIFORM PARENTAGE ACT

RCW

~~26.26.138 Restraining order – Knowing violation – Penalty – Law enforcement immunity.~~

MISCELLANEOUS PARENTAGE ACT PROVISIONS

RCW

26.26B.050 Restraining order – Knowing violation – Penalty – Law enforcement immunity.

AGE OF MAJORITY

RCW

26.28.080 Selling or giving tobacco to minor – Belief of representative capacity, no defense – Penalty.

26.28.085 Applying tattoo to a minor – Penalty.

ABUSE OF CHILDREN

RCW

26.44.015 Limitations of chapter.

26.44.020 Definitions.

26.44.030 Reports – Duty and authority to make – Duty of receiving agency – Duty to notify – Case planning and consultation – Penalty for unauthorized exchange of information – Filing dependency petitions – Interviews of children – Records – Risk assessment process.

26.44.040 Reports – Oral, written – Contents.

26.44.060 Immunity from civil or criminal liability – Confidential communications not violated – Actions against state not affected – False report, penalty.

26.44.063 Temporary restraining order or preliminary injunction – Enforcement – Notice of modification or termination of restraining order.

26.44.067 Temporary restraining order or preliminary injunction – Contents – Notice – Noncompliance – Defense – Penalty.

26.44.080 Violation – penalty.

26.44.150 Temporary restraining order restricting visitation for persons accused of sexually or physically abusing a child – Penalty for violating court order.

~~DOMESTIC VIOLENCE PREVENTION~~

~~RCW~~

~~26.50.110 Violation of order—Penalties.~~

~~26.50.140 Peace officers—Immunity.~~

FOREIGN PROTECTION ORDER FULL FAITH AND CREDIT ACT

RCW

26.52.020 Foreign protection orders – Validity.

26.52.050 Peace officer immunity.

26.52.070 Violation of foreign orders – Penalties.

[Ord. 4438 § 2, 2006.]

Section 5. Section 7.04.130 of the Ellensburg City Code, as last amended by Section 5 of Ordinance 4463, is hereby amended to read as follows:

The following RCW sections, as currently enacted or as hereafter amended or recodified from time to time, are hereby adopted by reference and shall be given the same force and effect as if set forth herein in full:

LEGEND DRUGS – PRESCRIPTION DRUGS

RCW

69.41.010 Definitions.

69.41.030 Sale, delivery, or possession of legend drug without prescription or order prohibited – Exceptions – Penalty.

69.41.050 Labeling requirements – Penalty.

69.41.060 Search and seizure.

69.41.300 Definitions.

69.41.320 Practitioners – Restricted use – Medical records.

69.41.350 Penalties.

PRECURSOR DRUGS

RCW

Ordinance 4922 (Second reading) – Chapter 7 ECC Criminal Code Revisions (08-07-23) Page 6 of 10

69.43.010 Report to ~~state board of~~ pharmacy quality assurance commission – List of substances – Modification of list – Identification of purchasers – Report of transactions – Penalties.

69.43.020 Receipt of substance from source outside state – Report – Penalty.

69.43.030 Exemptions.

69.43.035 Suspicious transactions – Report – Penalty.

69.43.040 Reporting form.

69.43.043 Recordkeeping requirements – Penalty.

69.43.048 Reporting and recordkeeping requirements – Submission of computer readable data, copies of federal reports.

69.43.090 Permit to sell, transfer, furnish, or receive substance – Exemptions – Application for permit – Fee – Renewal – Penalty.

69.43.110 Ephedrine, pseudoephedrine, phenylpropanolamine – Sales restrictions – Electronic sales tracking system – Penalty.

69.43.120 Ephedrine, pseudoephedrine, phenylpropanolamine – Possession of more than 15 fifteen grams – Penalty – Exceptions.

69.43.130 Exemptions – Pediatric products – Products exempted by the pharmacy quality assurance commission.

69.43.135 Iodine, methylsulfonylmethane – Sales restrictions – Recording of transaction – Penalty.

UNIFORM CONTROLLED SUBSTANCES ACT

RCW

69.50.101 Definitions.

69.50.102 Drug paraphernalia – Definitions.

69.50.202 Nomenclature.

69.50.204 Schedule I.

69.50.206 Schedule II.

69.50.208 Schedule III.

69.50.210 Schedule IV.

69.50.212 Schedule V.

69.50.401 Prohibited acts: A – Penalties.

69.50.4011 Counterfeit substances – Penalties.

69.50.4013 Possession of controlled substance—Penalty—Possession of useable cannabis, cannabis concentrates, or cannabis-infused products—Delivery.

69.50.4014 Possession of 40 grams or less of ~~marijuana~~ cannabis – Penalty.

69.50.4016 Provisions not applicable to offenses under RCW 69.50.410.

69.50.404 Penalties under other laws.

69.50.407 Conspiracy.

69.50.408 Second or subsequent offenses.

69.50.412 Prohibited acts: E – Penalties.

69.50.4121 Drug paraphernalia – Selling or giving – Penalty.

~~69.50.425 Misdemeanor violations—Minimum imprisonment.~~

69.50.435 Violations committed in or on certain public places or facilities—Additional penalty—Defenses—Construction—Definitions.

69.50.445 Opening package of or consuming cannabis, useable cannabis, cannabis-infused products, or cannabis concentrates in view of general public or public place—Penalty.

69.50.475 Cannabis retail outlets—Sale to persons under the age of twenty-one—Penalty.

69.50.505 Seizure and forfeiture.

69.50.509 Search and seizure of controlled substances.

69.50.560 Controlled purchase programs—Persons under age twenty-one—Violation—Criminal penalty—Exceptions.

~~CONTROLLED SUBSTANCES THERAPEUTIC RESEARCH ACT~~ MEDICAL CANNABIS

RCW

69.51A.005 Purpose and intent.

69.51A.010 Definitions.

~~69.51A.020 Construction of chapter.~~

69.51A.030 Physicians excepted from state's criminal laws. Acts not constituting crimes or unprofessional conduct—Health care professionals not subject to penalties or liabilities.

69.51A.040 Qualifying patients' affirmative defense. Compliance with chapter—Qualifying patients and designated providers not subject to penalties—Law enforcement not subject to liability.

69.51A.043 Failure to enter into the medical cannabis authorization database—Affirmative defense.

69.51A.045 Possession of plants, cannabis concentrates, useable cannabis, or cannabis-infused products exceeding lawful amount—Affirmative defense.

69.51A.050 Medical ~~marijuana~~ cannabis, lawful possession – State not liable.

69.51A.055 Limitations of chapter—Persons under supervision.

69.51A.060 Crimes – Limitations of chapter.

69.51A.070 Addition of medical conditions.

69.51A.260 Housing unit—No more than fifteen plants may be grown or located—Exception—Civil penalties.

[Ord. 4463 § 5, 2007; Ord. 4438 § 2, 2006.]

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. Sections 1 through 4 of this ordinance shall take effect and be in force five (5) days after its passage, approval and publication. Section 5 of this ordinance shall take effect and be in force on August 15, 2023.

The foregoing ordinance was passed and adopted at a regular meeting of the City Council on the _____ day of August, 2023.

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. 4922 is a true and correct copy of said Ordinance of like number as the same was passed by said Council, and that Ordinance No. 4922 was published as required by law.

BETH LEADER



Meeting Date: August 7, 2023
City of Ellensburg
City Council Agenda Report

Agenda Subject: Grant Agreement with US Department of Agriculture for the FISH Food Bank and Food Pantry Expansion Project

Submitted by: Terry Weiner, City Attorney/Assistant City Manager

Department: City Attorney

Suggested Motion/Action:

1. Move to authorize the City Manager to execute the Grant Agreement with the US Department of Agriculture for the FISH Food Bank and Food Pantry Expansion Project, as attached or in substantially similar form;
2. Move to authorize the City Manager to execute the Community Facilities Grant Subrecipient Agreement with FISH, as attached or in substantially similar form; and
3. Move to approve the budget adjustments necessary to accommodate this grant project.

Background/Summary:

FISH operates local food banks and pantries, the Meals on Wheels program, provides senior nutrition lunches to residents 60 and over, and other food programs throughout the county. FISH is embarking on a major expansion of its warehouse and office facilities on Elmview Road by the airport. The project is estimated to cost close to \$3 million and is being funded through a combination of state and federal funding. Unfortunately, through an error in the federal legislation which authorizes the grant funding from the US Department of Agriculture (USDA) - \$900,000 - for the project, the grant recipient was erroneously identified as the City of Ellensburg instead of FISH. Correcting the error would require an act of Congress. As a result, USDA and FISH have requested that the City assume the role of Grantee with FISH acting as a grant subrecipient.

Previous Council Action:

None

Analysis:

The expansion of FISH's warehouse and office facilities is being funded through a combination of state funds along with federal funding consisting of a \$900,000 Community Development Block Grant (CDBG) from Kittitas County, and \$900,000 USDA Community Facilities grant from the USDA. However, through no fault of FISH, the congressional legislation authorizing the USDA grant named the City as Grantee instead of FISH. Following discussions with USDA and FISH, the City agreed to assume the role of Grantee, which required countersigning the grant application (Application for Federal Assistance) already submitted by FISH.

In addition to entering into the Grant Agreement (attached) with the USDA and associated paperwork, the City must enter into a separate Subrecipient Agreement with FISH which

defines the roles and responsibilities for each party. Although the City will be acting as a "pass-through entity" for purposes of the Grant Agreement, the City will nonetheless be responsible for monitoring and oversight of expenditures and reimbursement requests, which will be submitted by FISH directly to the USDA. The parties will need to adhere to all applicable federal regulations concerning the use of the grants funds, record-keeping, submission of reimbursement requests, and similar responsibilities. The grant funds must be expended by no later than January 31, 2026.

Financial Impact:

There are no direct costs associated with the City assuming the role of Grantee for this project. However, there will be associated costs incurred mostly for the staff administration and oversight of the grant, which will be considered an in-kind donation to FISH's project. Offsetting revenue and expenditures of \$900,000 will be needed in the 2023 General Fund budget, with no impact to the budgeted ending fund balance.

Budget Adjustment: Yes

Attachments:

1. USDA Community Facilities Grant Agreement
2. Community Facilities Grant Subrecipient Agreement-City of Ellensburg and FISH (DRAFT 07-24-23)
3. 400-1
4. 400-4

COMMUNITY FACILITIES GRANT AGREEMENT

Grantee and Agency

This Grant Agreement (Agreement) dated _____, is a contract for receipt of grant funds under the Community Facility Grant program (7 C.F.R. part 3570, subpart B). These requirements do not supersede the applicable requirements for receipt of Federal funds stated in 2 C.F.R. Part 200, “UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS”, which are incorporated by reference into this Agreement. Further, 7 C.F.R. part 3570, subpart B, and all relevant regulatory requirements apply to applicants and are also incorporated by reference into this Agreement.

This Agreement for the Project and Amount described below (the “Project Description”) and for the Community Facilities grant, CFDA Number 10.766, is between the Grantee, a public body, nonprofit corporation or Indian tribe (you), and the United States of America acting through the Rural Housing Service (RHS or Agency).

I. GENERAL AWARD INFORMATION

1. Grantee Name & Address FISH 804 Elmview Rd Ellensburg, WA 98926-	2. Unique Entity ID. NZ4KFLX8C1N4
	3. Case No. 56-019-*****9920
4. Federal Award Identification Number (FAIN)	5. Award Date
6. Performance Start Date	7. Performance End Date
8. Amount of Federal Funds Obligated for this Action, and Total Amount of Federal Funds Obligated 900,000.00	9. Amount of Matching/Other Funds (if applicable) 2,058,782.00
10. Total Project Cost (Budget Approved Amount) 2,958,782.00	11. Award as Percentage of Total Project Cost 0 %
12. Grantee Contact (Name, Title, Contact Info)	13. Agency Contact (Name, Title, Contact Info)
14. Description of Real Property covered by the grant The expansion of the FISH facility will be located near the previous facility at 804 Elmview Rd Ellensburg, WA 98926. The fully insulated building will be a new freestanding pre-engineered metal building for dry and conditioned food product that will meet current energy code requirements and LEED Silver. The property will be IBC, NREC, and ADA compliant.	15. Description of Equipment covered by the grant

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 0575-0173 and 0575-0200. Public reporting for this collection of information is estimated to be approximately 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, completing, and reviewing the collection of information. All responses to this collection of information are voluntary. However, in order to obtain or retain a benefit, the information in this form is required by 7 CFR 3570-B, Community Facilities Grant Program, and Section 1002 of the American Rescue Plan Act. Rural Development has no plans to publish information collected under the provisions of this program. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Rural Development Innovation Center, Regulations Management Division at ICRMRequests@usda.gov.

The Agency has agreed to give the Grantee the Grant Funds, subject to the terms and conditions established by the Agency. Provided, however, that any Grant Funds actually advanced and not needed for grant purposes shall be returned immediately to the Agency. The Agency may terminate the grant in whole, or in part, at any time before the date of completion, whenever it is determined that the Grantee has failed to comply with the conditions of this Agreement or the applicable regulation.

II. RESPONSIBILITIES

A. Grantee. The Grantee shall cause said project to be completed within the total sums available to it, including Grant Funds, in accordance with any architectural or engineering reports, and any necessary modifications, prepared by Grantee and approved by the Agency as required by 7 C.F.R. part 3570. The Grantee will remain in compliance with all applicable laws, regulations, Executive Orders, and other generally applicable requirements for the duration of the Agreement including 7 C.F.R. part 3570, subpart B and 2 C.F.R. parts 200, 400, 415, 416, 417, 418, 421, and 422. The most commonly-referenced provisions are identified below.

1. **Financial and Program Management.** You must follow the financial and performance management requirements in 2 C.F.R. § 200.300-.309.

a. Financial Management. You must maintain a financial management system in compliance with 2 C.F.R. § 200.302.

b. Internal Controls. You must maintain internal controls in compliance with 2 C.F.R. § 200.303.

c. Payments. You must comply with the payment requirements described in 2 C.F.R. § 200.305. Payment must be requested by using the SF-270, "Request for Advance or Reimbursement" or SF-271, "Request for Reimbursement for Construction Programs" (as applicable). Receipts, hourly wage rate, personnel payroll records, or other documentation must be provided upon request from RHS if the request is for an advance; otherwise, the documentation must be provided at the time of the request. Requests for payment must be sent to the Agency contact listed in Section I.14.

d. Revisions of the Work Plan and Budget. You must complete all elements of the Work Plan in Attachment A in accordance with that Attachment and must use project funds only for the purposes and activities specified in Attachment A - Approved Work Plan and Budget. You must further complete the outcomes shown for each Work Plan items within the time and scope constraints shown in Attachment A. You must report any changes and request prior approvals in accordance with 2 C.F.R. § 200.308.

e. Period of Performance. You may only incur costs chargeable to the award in accordance with 2 C.F.R. § 200.309.

f. Bonding. You must maintain your fidelity bond coverage in the amount of \$ 0.00 for the Period of Performance of the award. (See 2 C.F.R. § 200.304)

- g. Program Income.** You must comply with the requirements of 2 C.F.R. § 200.307. Additionally, if program income is earned during the period of performance, you may use it in accordance with 2 C.F.R. § 200.307(e)(2), provided that you inform us in writing of your intent prior to the award date. However, if you earn program income in excess of what can be used under 2 C.F.R. § 200.307(e)(2) or if you earn unanticipated program income, you must comply with 2 C.F.R. § 200.307(e)(1). Costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the award.
2. **Procurement and Property Standards.** You must follow the procurement standards requirements in 2 C.F.R. § 200.310-.326.
3. **Performance and Financial Monitoring and Reporting.** You must follow the requirements in 2 C.F.R. Part 170, including Appendix A, and 2 C.F.R. § 200.327-.329, and submit reports as outlined below. Unless otherwise directed in the addendum to this Agreement, the reports are due as indicated below.
- a. Form SF-425, “Financial Status Report.”** Reports are due 30 calendar days after the reporting period ends. A final report is due within 120 days after the Performance End Date specified in Section I.8. of this Agreement or at the completion of your project, whichever date is sooner. Your reporting periods are below (mark one):
- ☒ Annually: January 1 - December 31
 - ☐ Annually: July 1 - June 30
 - ☐ Semi-Annually: January 1 – June 30 and July 1 – December 31
 - ☐ Semi-Annually: April 1 – September 30 and October 1 – March 31
 - ☐ Quarterly: January 1 – March 31, April 1 – June 30, July 1 – September 30, October 1 – December 31
- b. Performance Reports.** SF-PPR, “Performance Progress Report” is due 30 calendar days after the reporting period ends. A final report is due within 120 days after the Performance End Date specified in Section I.8. of this Agreement or at the completion of your project, whichever date is sooner. Your reporting periods are below (mark one):
- ☒ Annually: January 1 - December 31
 - ☐ Annually: July 1 - June 30
 - ☐ Semi-Annually: January 1 – June 30 and July 1 – December 31
 - ☐ Semi-Annually: April 1 – September 30 and October 1 – March 31
 - ☐ Quarterly: January 1 – March 31, April 1 – June 30, July 1 – September 30, October 1 – December 31

The performance narrative on the Performance Project Report shall include, but is not limited to, the following:

- i. Describe the activities that the funds reflected in the financial status report were used for;
- ii. A comparison of actual accomplishments to the objectives established for that period;
- iii. Reasons why established objectives were not met, if applicable;
- iv. Problems, delays, or adverse conditions which will affect attainment of overall project objectives, prevent meeting time schedules or objectives, or preclude the attainment of project work elements during established time periods. This disclosure shall be accompanied by a statement of the action taken or planned to resolve the situation;
- v. Objectives and timetables established for the next reporting period;

The final report (due 120 calendar days after the period of performance end date) will also address the following:

- i. What have been the most challenging or unexpected aspects of this program?
- ii. What advice, best practices, and actions would you recommend to other organizations planning a similar program that would increase the success of their program? Please include strengths and limitations of the program. If you had the opportunity, what would you have done differently?

4. **Operations.** The Grantee will manage, operate and maintain the facility, including this project if less than the whole of said facility, continuously in an efficient and economical manner in accordance with 7 C.F.R. § 3570.61(e).
5. **Funding.** The Grantee will not use grant funds to replace any financial support previously provided or assured from any other source. The Grantee agrees that the Grantee's level of expenditure for the Project shall be maintained and not reduced as a result of Grant Funds in accordance with 7 C.F.R. § 3570.66.
6. **Default.** Upon any default under its representations or agreements contained in this instrument, 2 C.F.R. Part 200, or 7 C.F.R. Part 3570, Grantee, at the option and demand of the Agency, will immediately repay to the Agency the Grant Funds with any legally permitted interest from the date of the default. Default by the Grantee will constitute termination of the grant thereby causing cancellation of Federal assistance under the grant. The provisions of this Agreement may be enforced by the Agency, at its option and without regard to prior waivers of previous defaults by Grantee, by judicial proceedings to require specific performance of the terms of this Agreement or by such other proceedings in law or equity, in either Federal or State courts, as may be deemed necessary by the Agency to assure compliance with the provisions of this Agreement and the laws and regulations under which this grant is made.

7. **Real Property.** Use the real property including land, improvements, structures, and appurtenances thereto, for authorized purposes of the grant as long as needed and in accordance with 2 C.F.R. § 200.311; 2 C.F.R. § 200.312; 7 C.F.R. § 15.4(a)(2) and 7 C.F.R. § 3570.92. In accordance with Title VI of the Civil Rights Act of 1964, deeds for real property must comply with the requirements for the Reverter and Habendum clauses.
- a. Title to real property shall vest in the Grantee subject to the condition that the Grantee shall use the real property for the authorized purpose of the original grant as long as needed.
 - b. The Grantee shall obtain the Agency's approval to use the real property in other projects when the Grantee determines that the property is no longer needed for the original grant purposes. Use in other projects shall be limited to those under other Federal grant programs or programs that have purposes consistent with those authorized for support by the Agency.
 - c. When the real property is no longer needed, as provided in paragraphs (a) and (b) above, the Grantee shall request disposition instructions from the Agency. The Agency will observe the following rules in the disposition instructions:
 - i. The Grantee may be permitted to retain title after it compensates the Federal government in an amount computed by applying the Federal percentage of participation in the cost of the original Project to the fair market value of the property;
 - ii. The Grantee may be directed to sell the property under guidelines provided by the Agency and pay the Federal government an amount computed by applying the Federal percentage of participation in the cost of the original Project to the proceeds from sale (after deducting actual and reasonable selling and fix-up expenses, if any, from the sales proceeds). When the Grantee is authorized or required to sell the property, proper sales procedures shall be established that provide for competition to the extent practical and result in the highest possible return;
 - iii. The Grantee may be directed to transfer title to the property to the Federal government provided that in such cases the Grantee shall be entitled to compensation computed by applying the Grantee's percentage of participation in the cost of the program or Project to the current fair market value of the property;
8. **Equipment.** Abide by the following conditions pertaining to equipment which is furnished by the Agency or acquired wholly or in part with Grant Funds. Equipment is defined at 2 C.F.R. § 200.33 and is tangible, non-expendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.

- a. **Use of equipment.** The Grantee shall use the equipment in the Project for which it was acquired as long as needed. When no longer needed for the original project, the Grantee shall use the equipment in connection with its other federally sponsored activities, if any, in the following order of priority:
 - i. Activities sponsored by the Agency.
 - ii. Activities sponsored by other Federal agencies.
- b. **Use of equipment.** During the time that equipment is held for use on the project for which it was acquired, the Grantee shall make it available for use on other projects if such other use will not interfere with the work on the project for which the property was originally acquired. First preference for such other use shall be given to the Agency sponsored projects. Second preference will be given to other federally sponsored projects.
- c. **Disposition of equipment.** When the Grantee no longer needs the property as provided in paragraph 1 (a) and (b) above, the equipment may be sold or used for other activities in accordance with 2 C.F.R. § 200.313 and 7 C.F.R. §15.4(a)(3) :
 - i. Equipment with a current fair market value of less than \$5,000. The Grantee may use the property for other activities without reimbursement to the Federal government or sell the property and retain the proceeds.
 - ii. Equipment with a current fair market value of \$5,000 or more. The Grantee may retain the property for other uses provided that compensation is made to the Agency. The amount of compensation shall be computed by applying the percentage of Federal participation in the cost of the original Project to the current fair market value of the property. If the Grantee has no need for the equipment and the equipment has further use value, the Grantee shall request disposition instructions from the Agency.
 - iii. The Agency shall determine whether the equipment can be used to meet RHS or its successor agency's requirements. If no such requirements exist, the availability of the property shall be reported, in accordance with the guidelines of the Federal Property Management Regulations (FPMR), to the General Services Administration by the Agency to determine whether a requirement for the equipment exists in other Federal agencies. They shall issue instructions to the Grantee no later than 120 days after the Grantee's request and the following procedures shall govern:

- If so instructed or if disposition instructions are not issued within 120 calendar days after the Grantee's request, the Grantee shall sell the equipment and reimburse the Agency an amount computed by applying to the sales proceeds the percentage of Federal participation in the cost of the original project or program. However, the Grantee shall be permitted to deduct and retain from the Federal share 10 percent of the proceeds or \$500, whichever is less, for the Grantee's selling and handling expenses.
 - If the Grantee is instructed to ship the property elsewhere, the Grantee shall be reimbursed by the benefiting Federal agency with an amount which is computed by applying the percentage of the Grantee participation in the cost of the original grant Project or program to the current fair market value of the equipment plus any reasonable shipping or interim storage costs incurred.
 - If the Grantee is instructed to otherwise dispose of the equipment, the Grantee shall be reimbursed by the Agency for such costs incurred in its disposition.
- d. The Grantee's property management standards for equipment shall be in accordance with 2 CFR § 200.313 and shall include:
- i. Property records which accurately provide for: a description of the equipment; manufacturer's serial number or other identification number; acquisition date and cost; source of the equipment; percentage (at the end of budget year) of Federal participation in the cost of the Project for which the equipment was acquired; location, use, and condition of the equipment and the date the information was reported; and ultimate disposition data including sales price, or the method used to determine current fair market value if the Grantee reimburses the Agency for its share.
 - ii. A physical inventory of equipment shall be taken, and the results reconciled with the equipment records at least once every two years to verify the existence, current utilization, and continued need for the equipment.
 - iii. A control system shall be in effect to ensure adequate safeguards to prevent loss, damage, or theft of the equipment. Any loss, damage, or theft of equipment shall be investigated and fully documented.
 - iv. Adequate maintenance procedures shall be implemented to keep the equipment in good condition.
 - v. Proper sales procedures shall be established for unneeded equipment which would provide for competition to the extent practicable and result in the highest possible return;

9. **Earned Interest.** Grantee agree to account for and to return to Agency interest earned on grant funds pending their disbursement for program purposes when the Grantee is a unit of local government. States and agencies or an instrumentality of a State shall not be held accountable for interest earned on Grant Funds pending their disbursement.
10. **Record Retention and Access.** You must retain records related to this work performed under this Agreement and allow access to them in accordance with 2 C.F.R. § 200.333-.337.
11. **Closeout.** You must comply with the closeout requirements in 2 C.F.R. § 200.344.
12. **Post-Closeout Adjustments and Continuing Responsibilities.** You must continue to comply with the requirements in 2 C.F.R. § 200.345 even after the Period of Performance for this Agreement has ended.
13. **Cost Principles.** You must comply with the provisions in 2 C.F.R. Part 200, Subpart E.
14. **Audits.** You must comply with the provisions in 2 C.F.R. Part 200, Subpart F.
15. **Civil Rights Compliance.** Unless otherwise provided in the addendum, you must comply with Executive Order 12898, Executive Order 13166- Limited English Proficient, the Americans with Disabilities Act of 1990, Title VI of the Civil Rights Act of 1964, and Section 504 of the Rehabilitation Act of 1973 as applicable. You must make the public facility or services available to all persons in the Grantee's service area without discrimination as to race, color, religion, sex, national origin, age, marital status or physical or mental disability at reasonable rates, including assessments, taxes, or fees. You may make modifications as long as they are reasonable and nondiscriminatory. Your compliance shall include collection and maintenance of data on race, sex, and national origin of your membership, ownership, and employees. This data must be available to us for Civil Rights Compliance Reviews. You must submit to a post-award compliance review conducted after the final disbursement of grant funds has occurred.
16. **Execute Agreements.** The Grantee will execute any agreements required by the Agency which the Grantee is legally authorized to execute. If any such agreement has been executed by the Grantee as a result of a loan being made to the Grantee by the Agency contemporaneously with the making of this grant, that agreement applies equally to the grant and another identical agreement need not be executed in connection with this grant.

17. **Universal Identifier and Central Contractor Registration.** The Grantee must have a Unique Entity ID number in order to apply for, receive, and report on a Federal award. Additionally, the Grantee must comply with the additional requirements set forth in Attachment C regarding the Unique Entity ID Requirements and the Central Contractor Registry (CCR) Requirements found at 2 CFR Part 25, including Appendix A. For the purposes of this Agreement, “you” in Attachment B shall mean “Grantee” as defined hereunder;
 18. **Federal Funding Accountability and Transparency Act.** The Grantee is responsible for complying with all requirements of the Federal award. For all Federal awards, this includes the provisions of the Federal Funding Accountability and Transparency Act (FFATA), which includes requirements on executive compensation, and also requirements implementing the Act for the Grantee at 2 CFR Part 25 Financial Assistance Use of Universal Identifier and Central Contractor Registration and 2 CFR Part 170 Reporting Subaward and Executive Compensation Information. See also statutory requirements for whistleblower protections at 10 U.S.C. 2409, 41 U.S.C. 4712, 10 U.S.C. 2324, 41 U.S.C. 4304 and 4310. See also 2 C.F.R. § 200.11-200.113.
 19. Not encumber, transfer or dispose of the property or any part thereof, furnished by the Agency or acquired wholly or in part with Agency funds without the written consent of the Agency except as provided in paragraph 8 (c).
 20. Not duplicate other Project purposes for which monies have been received, are committed, or are applied to from other sources (public or private).
- B. Rural Housing Service (RHS).** RHS has agreed to give the Grantee the grant funds, subject to the terms and conditions established by RHS. Provided, however, that any grant funds actually advance and not needed for grant purposes shall be returned immediately to RHS. RHS may terminate the grant in whole, or in part, at any time before the date of completion, whenever it is determined that the Grantee has failed to comply with the conditions of this Agreement or the applicable regulation. RHS shall remain in compliance with all applicable laws, regulations, Executive Orders, and other generally applicable requirements for the duration of the Agreement. The most commonly-referenced provisions are identified below.
1. **Payments.** We will advance or reimburse funds up to the Award Amount identified in Section I.9 upon the Grantee’s proper request according to Section II.A.1.c.
 2. **Monitoring and Enforcement.** We will monitor the project to ensure that you are in compliance with the terms of the award. If we find that you are not in

compliance, we will enforce the terms of this Agreement using the provisions of 2 C.F.R. § 200.338-.342.

- a. Will assist Grantee, within available appropriations, with such technical assistance as Agency deems appropriate in planning the Project and coordinating the plan with local official comprehensive plans for essential community facilities and with any State or area plans for the area in which the project is located.
 - b. At its sole discretion and at any time may give any consent, deferment, subordination, release, satisfaction, or termination of any or all of Grantee's grant obligations, with or without valuable consideration, upon such terms and conditions as Agency may determine to be (1) advisable to further the purpose of the grant or to protect Agency's financial interest therein and (2) consistent with both the statutory purposes of the grant and the limitations of the statutory authority under which it is made.
3. **Termination of This Agreement.** This Agreement may be terminated for cause in the event of default on the part of the Grantee or for convenience of the Agency and Grantee prior to the date of completion of the grant purpose. Termination for convenience will occur when both the Grantee and Agency agree that the continuation of the Project will not produce beneficial results commensurate with the further expenditure of funds. In all cases termination and notification will be in accordance with 2 C.F.R. § 200.339 and 200.340.

C. **Both Parties.** The Grantee and RHS agree to the following:

1. **Invalid Clauses.** The invalidity of any one or more phrases, clauses, sentences, paragraphs, or provisions of this Agreement shall not affect the remaining portions of the Agreement.
2. **Conflict between this Agreement and Other Applicable Regulations or Laws.** If there is a conflict between this Agreement and the applicable Program Regulation, the applicable Program Regulation shall prevail. If there is a conflict between this Agreement and another law or regulation, RHS shall seek a legal opinion to determine which provision applies.
3. **Dates.** When the date fixed for the performance of an act under this Agreement is on a weekend or Federal holiday, then the performance by the close of business on the next Federal work day shall have the same force and effect as if made performed or exercised on the specified date.

The signatories below certify that they have authority to enter into this Agreement.

Approved by an Authorized Representative of the Grantee:

Name (Please Print)

Title (Please Print)

Signature

Date

Approved by the United States of America, Rural Housing Service by:

Name (Please Print)

Title (Please Print)

Signature

Date

Attachment A

Approved Work Plan and Budget

(The work plan must have time, scope, and outcome entries for each task.)

ATTACHMENT B**I. Reporting Executive Compensation.****A. Reporting Total Compensation of Recipient Executives.**

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if:
 - a. the total Federal funding authorized to date under this award is \$25,000 or more;
 - b. in the preceding fiscal year, you received
 - i. 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards);
 - c. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.html>)
2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:
 - a. As part of your registration profile at <http://www.ccr.gov>.
 - b. By the end of the month following the month in which this award is made, and annually thereafter.

B. Reporting of Total Compensation of Subrecipient Executives.

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if
 - a. in the subrecipient's preceding fiscal year, the subrecipient received—
 - i. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - b. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
 - a. To the recipient.
 - b. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.
- C. *Exemptions.* If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:
1. Subawards, and
 2. The total compensation of the five most highly compensated executives of any subrecipient.
- D. *Definitions.* For purposes of this award term:
1. *Entity* means all of the following, as defined in 2 CFR part 25:
 - a. A Governmental organization, which is a State, local government, or Indian tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign nonprofit organization;
 - d. A domestic or foreign for-profit organization;
 - e. A Federal agency, but only as a subrecipient under an award or subaward to a
 - f. non-Federal entity.
 2. *Executive* means officers, managing partners, or any other employees in management positions.
 3. *Subaward*:
 - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - b. The term does not include your procurement of property and services needed to carry out the project or program.
 - c. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
 4. *Subrecipient* means an entity that:
 - a. Receives a subaward from you (the recipient) under this award; and
 - b. Is accountable to you for the use of the Federal funds provided by the subaward.
 5. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 C.F.R. § 229.402(c)(2)):
 - a. *Salary and bonus.*
 - b. *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - c. *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - d. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.
 - e. *Above-market earnings on deferred compensation which is not tax-qualified.*
 - f. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

ATTACHMENT C**I. System for Award Management and Universal Identifier Requirements**

- A. Requirement for Registration with the General Services Administration's System for Award Management.** Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.
- B. Requirement for Unique Entity ID Numbers.**
The Grantee must have a Unique Entity ID number in order to apply for, receive, and report on a Federal award. The DUNS Number is no longer valid for federal award identification. On April 4, 2022, the Unique Entity ID from SAM.gov is now the authoritative identifier for those doing business with the federal government.
- C. Definitions.** For purposes of this award term:
1. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <http://www.sam.gov>).
 2. The Unique Entity ID from SAM.gov is now the authoritative identifier for those doing business with the federal government. The Unique Entity ID is generated in SAM.gov. If you are registered in SAM.gov (active or not), you already have a Unique Entity ID. It is viewable at SAM.gov. If you are new to SAM.gov and will be registering for the first time, you will get your Unique Entity ID (SAM) during registration.
 3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
 - a. A Governmental organization, which is a State, local government, or Indian Tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign nonprofit organization;
 - d. A domestic or foreign for-profit organization; and
 - e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
 4. Subaward:
 - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - b. The term does not include your procurement of property and services needed to carry out the project or program.
 - c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

**COMMUNITY FACILITIES GRANT
SUBRECIPIENT AGREEMENT BETWEEN THE
CITY OF ELLENSBURG AND FISH**

THIS COMMUNITY FACILITIES GRANT SUBRECIPIENT AGREEMENT ("Agreement") is made effective as of the ___ day of August, 2022 ("Effective Date") by and between the City of Ellensburg ("Grantee" or "City"), a Washington municipal corporation, and Friends in Service to Humanity ("Subrecipient" or "FISH"), a Washington charitable corporation, regarding the Food Bank and Food Pantry Expansion Project ("the Project"). The foregoing Grantee and Subrecipient shall sometimes be referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, the Grantee has applied for and will receive grant funds under the Community Facility Grant program (7 C.F.R. part 3570, subpart B); and

WHEREAS, pursuant to the Community Facilities Grant Agreement ("CF Grant Agreement") between Grantee and the United States Department of Agriculture ("USDA"), CFDA Number/Assistance Listing Number 10.766, Grantee is authorized to administer and distribute Community Facility Grant funds ("CF Grant Funds") as a subaward to Subrecipient; and

WHEREAS, the Grantee wishes to engage the Subrecipient to accomplish the Scope of Services identified herein to help complete the objectives of the Project;

NOW, THEREFORE, the parties agree as follows:

I. RESPONSIBILITIES

A. Grantee

1. The Grantee, a pass-through entity as defined in 2 CFR 200.1, shall cause the Project to be completed by Subrecipient within the total sums available to Subrecipient, including CF Grant Funds, in accordance with any architectural or engineering reports, and any necessary modifications, prepared by Subrecipient and approved by the Agency as required by 7 C.F.R. part 3570. The Grantee will remain in compliance with all applicable laws, regulations, Executive Orders, and other generally applicable requirements for the duration of the Agreement including 7 C.F.R. part 3570, subpart B and 2 C.F.R. parts 200 (including but not limited to 2 CFR 200.332(a)-(f)), 400, 415, 416, 417, 418, 421, and 422.

2. The Grantee, as a pass-through entity, is responsible for administration of the CF Grant Agreement, and ensuring CF Grant Funds are used in accordance with all program requirements of 7 C.F.R. part 3570 and its CF Grant Agreement with USDA referenced above. The Grantee will provide such assistance and guidance to the Subrecipient as may be required to accomplish the objectives and conditions set forth in this Agreement.

3. The Grantee will reimburse the Subrecipient up to the CF Grant Funds award amount of \$900,000.00 as a subaward in accordance with the payment procedures outlined in Section II.A.c.1 of the CF Grant Agreement. Reimbursement payment will be made to Subrecipient as soon as feasible following receipt of reimbursement funds from the USDA. Reimbursement under this Agreement will be based on billings, supported by detail invoices and other appropriate detailed documentation, of costs actually incurred.

4. The City will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the City will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the City, additional conditions, contract suspension or termination procedures will be initiated.

B. Subrecipient

1. Subrecipient is required to comply with all provisions of the CF Grant Agreement, the Letter of Conditions to be issued by USDA to Subrecipient, the requirements of Title 7 of the Code of Federal Regulations, Part 3570, subpart B (USDA's regulations concerning Community Facilities Grants), and all applicable requirements of 2 CFR Part 200.

2. Subrecipient also agrees to comply with all other applicable Federal, State and local laws, regulations, USDA Notices, policies, and guidelines, whether existing or to be established, provided the same are applied to activities occurring after the date the policy or guideline was established, governing the CF Grant Funds provided under this Agreement. In the event a conflict arises between the provisions of this Agreement and any of the foregoing, the Federal, State, and local laws, regulations, USDA Notices, policies, and guidelines shall control and this Agreement shall be interpreted in a manner so as to allow for the terms contained herein to remain valid and consistent with such Federal, State, and local laws, regulations, USDA Notices, policies, and guidelines.

3. Subrecipient will be responsible for performing the activities detailed in the following attachments to the CF Grant Agreement and which are hereby incorporated by reference into this Agreement:

a) Attachment A, which may be amended from time to time, the "Subrecipient Approved Work Plan and Budget" ("Budget");

b) Attachment B, "Reporting Executive Compensation"; and

c) Attachment C, "System for Award Management and Universal Identifier Requirements."

4. Subrecipient will be responsible for complying with all administrative, financial and reporting requirements/responsibilities. When said responsibilities require providing information, reports, or requests to USDA, Subrecipient will directly provide the information, reports, or requests to the USDA with a copy to the Grantee.

5. Subrecipient will submit payment requests directly to USDA adhering to the requirements of Section II.A.1.c, Payments, of the CF Grant Agreement. All payment requests with supporting documentation will be copied to the Grantee.

6. The Subrecipient may be required to meet periodically with the Grantee to review the status of the Project, including but not limited to questions concerning progress of the Project and any CF Grant Agreement compliance issues.

II. TERM OF AGREEMENT

The period of performance for all activities (with the exception of those activities required for the close out and final audit) assisted pursuant to this Agreement shall commence as of the Effective Date and shall end on January 31, 2026. Any funds not properly used by the end of the term, unless approved otherwise in writing by Grantee, promptly shall be remitted, in full and without off-set or deduction, to Grantee. Notwithstanding the foregoing, Subrecipients obligations pursuant to Sections 4 and 7 of the Grant Agreement shall survive the Term of this Agreement.

III. GRANT FUNDS

It is expressly agreed and understood that the total amount to be paid by Grantee under this Agreement shall not exceed \$900,000.00 nor the aggregate amounts set forth for each item in the Budget.

The amount of Grant Funds that Grantee has agreed to provide Subrecipient under this Agreement is expressly conditioned upon Grantee's receipt of such funds from USDA pursuant to the terms and conditions of the CF Grant Agreement. Grantee reserves the right to reduce the Grant Funds if funding from USDA is not provided at the currently anticipated level and/or if the actual costs for the approved activities are less than those set forth in the Budget.

IV. DISBURSEMENT

A. Subrecipient is required to submit a request for CF Grant Funds in accordance with the provisions of this Agreement, program guidelines, and the program policy and procedures which are established by Grantee. No payment by Grantee of an improper, unauthorized, or unallowable request shall constitute a waiver of Grantee's right, whether before, during, or after making any payment, to: (i) challenge the validity of such payment; (ii) enforce all rights and remedies set forth in this Agreement or provided under applicable law; (iii) require and receive a full repayment or refund of all payments made under this

Agreement or (iv) take corrective or remedial administrative action including, without limitation, suspension or termination of Subrecipient's funding under this Agreement.

B. Subrecipient shall certify in a statement made by a senior official with each request for CF Grant Funds that to the best of their knowledge based on the information available to Subrecipient at the time and after making do inquiry: (i) all statements and representations previously made regarding this Agreement are correct and complete; and (ii) the funds do not duplicate reimbursement of costs and services from any other source.

C. The use of CF Grant Funds is conditioned upon Subrecipient incurring allowable costs permitted under the terms of this Agreement or as otherwise pre-approved, in writing, by Grantee.

D. In the event applicable State or Federal Government authorities disallow any of the costs incurred by Subrecipient, Subrecipient shall immediately remit any funds received by Subrecipient for the unallowable costs to Grantee. Subrecipient may request, and Grantee shall reasonably consider Subrecipient's request, that Grantee challenge the State or Federal determination and pursue other legal recourse to secure these funds; however, Grantee maintains the sole discretion in deciding whether to pursue such funds, may request that Subrecipient pay any costs associated with such effort, and may require that Subrecipient return the questioned funds until a final outcome is reached.

E. Grantee's fees and costs for administrative services provided under this Agreement will not be charged to Subrecipient and shall instead be considered Grantee's in-kind contribution to the Project.

F. Subrecipient Indirect Costs are not included as part of the project budget and shall not be requested for reimbursement. The Indirect Cost Rate is None for this funding.

V. NOTICES

All notices, requests, approvals, and consents of any kind made pursuant to this Agreement shall be in writing and shall be deemed to be effective as of the date sent by certified mail, return receipt requested. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice. Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee: City of Ellensburg
Attention: Keith Bassett, Assistant Finance Director
501 N. Anderson St.
Ellensburg, WA 98926
bassettk@ellensburgwa.gov
509-962-7206

Subrecipient: FISH
Attention: Peggy Morache, President
804 Elmview Rd.
Ellensburg, WA 98926
peggy@kvfish.org
509-925-5990

VI. GENERAL CONDITIONS

A. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the Parties. Subrecipient shall at all times remain an "independent contractor" with respect to the efforts to be performed under this Agreement. Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as Subrecipient is an independent entity.

B. Hold Harmless

Subrecipient shall and hereby agrees to hold harmless, defend (with counsel acceptable to Grantee) and indemnify Grantee and each and all of its successors, affiliates, or assigns, and any of any of their employees, officers, directors, attorneys, consultants, agents, directors, officers, managers, and affiliates, from and against any and all damages, costs, attorneys' fees, claims, expenses, injuries, property damage, causes of action, violations of law, violations of this Agreement, and losses of any form or nature arising from or related to the conduct of Subrecipient in the performance of the efforts called for in this Agreement. This indemnity shall expressly include, but is not limited to, the obligation of Subrecipient to indemnify and reimburse Grantee for any and all attorneys' fees and other litigation or dispute resolution costs incurred or to be incurred in Grantee's enforcement of this Agreement or any portion thereof against Subrecipient or otherwise arising in connection with Subrecipient's breach, violation, or other non-compliance with this Agreement. This clause shall survive indefinitely the termination of this Agreement for any reason.

C. Workers' Compensation

Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement unless granted an exemption by the State of Washington.

D. Insurance & Bonding

Subrecipient shall carry sufficient insurance coverage and bonding from insurers licensed to conduct business in the state of Washington to protect all contract assets from loss due to any cause, including but not limited to, theft, fraud, and/or physical damage,

and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from Grantee. Grantee shall be named as an additional insured on all such insurance and shall meet all other insurance requirements as Grantee may impose from time to time. In addition, all insurance carriers and bonding companies shall meet minimum size and financial stability/financial rating requirements as may be imposed by Grantee from time to time. Certificates of insurance shall be provided to Grantee and will provide that the underlying insurance contract will not be cancelled or allowed to expire except on thirty (30) days prior written notice to the Grantee.

E. Amendments

This Agreement may be amended provided that such amendments make specific reference to this Agreement, comply with programmatic policies, procedures, and guidelines, are executed in writing and signed by a duly authorized representative of each Party, and approved by Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Parties from their obligations under this Agreement. Grantee may, in its sole discretion, amend this Agreement to conform with Federal, state, or local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change in the CF Grant Funds or the Subrecipient Budget, such modifications will be incorporated in a written amendment signed by the Parties.

F. Suspension or Termination

Grantee may suspend or terminate this Agreement if Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, guidelines, policies or directives as may become applicable at any time, including but not limited to environmental rules and regulations;
2. Failure, for any reason except those beyond Subrecipient's control, of Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by Subrecipient to Grantee of reports that are untimely, incorrect, or incomplete in any material respect.

This Agreement may also be terminated for convenience by Grantee or Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination Grantee determines that the remaining

portion of the award will not accomplish the purpose for which the award was made, Grantee may terminate the award in its entirety.

VII. ASSIGNMENT

Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of Grantee.

VIII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

IX. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

X. WAIVER

Grantee's failure to act with respect to a breach by Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XI. CHOICE OF LAW

This Agreement shall be governed by and construed under the laws of the State of Washington without giving effect to its conflict of law principles. Nothing in the Agreement shall preclude either Party from seeking injunctive relief to protect its rights under this Agreement.

The Parties consent to and agree that any and all disputes arising out of or relating in any way to the Agreement shall be subject to the exclusive jurisdiction of the Superior Court for Kittitas County. The Parties consent to the jurisdiction of such court, agree to accept service of process by mail, and waive any jurisdictional or venue defenses otherwise available.

XII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement among the Parties for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written among the Parties with respect to this Agreement.

IN WITNESS WHEREOF, the Grantee and the Subrecipient have executed this agreement as of the date and year last written below.

CITY OF ELLENSBURG

FRIENDS IN SERVICE TO HUMANITY
(FISH)

Heidi Behrends Cerniwey,
City Manager

Peggy Morache, President

Date: _____

Date: _____

Approved as to legal form:

Approved as to legal form:

Terry Weiner, City Attorney

Attorney for FISH

EQUAL OPPORTUNITY AGREEMENT

This agreement, dated _____ between
the City of Ellensburg, a Washington municipal corporation
(herein called "Recipient" whether one or more) and United States Department of Agriculture (USDA), pursuant to the rules and regulations of the Secretary of Labor (herein called the 'Secretary') issued under the authority of Executive Order 11246 as amended, witnesseth:

In consideration of financial assistance (whether by a loan, grant, loan guaranty, or other form of financial assistance) made or to be made by the USDA to Recipient, Recipient hereby agrees, if the cash cost of construction work performed by Recipient or a construction contract financed with such financial assistance exceeds \$10,000 - unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965.

1. To incorporate or cause to be incorporated into any contract for construction work, or modification thereof, subject to the relevant rules, regulations, and orders of the Secretary or of any prior authority that remain in effect, which is paid for in whole or in part with the aid of such financial assistance, the following "Equal Opportunity Clause":

During the performance of this contract, the contractor agrees as follows:

- (a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited, to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the USDA setting forth the provisions of this nondiscrimination clause.
- (b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the USDA, advising the said labor union or workers' representative of the contractor's commitments under this agreement and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of all rules, regulations and relevant orders of the Secretary of Labor.
- (e) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, rules, regulations, and orders, or pursuant thereto, and will permit access to his books, records, and accounts by the USDA Civil Rights Office, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by Law.
- (g) The contractor will include the provisions of paragraph 1 and paragraph (a) through (g) in every subcontract or purchase order, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the USDA may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the USDA, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collections is 0575-0018. The time required to complete this information collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

- 2. To be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the organization so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.
- 3. To notify all prospective contractors to file the required 'Compliance Statement', Form RD 400-6, with their bids.
- 4. Form AD-425, Instructions to Contractors, will accompany the notice of award of the contract. Bid conditions for all nonexempt federal and federally assisted construction contracts require inclusion of the appropriate "Hometown" or "Imposed" plan affirmative action and equal employment opportunity requirements. All bidders must comply with the bid conditions contained in the invitation to be considered responsible bidders and hence eligible for the award.
- 5. To assist and cooperate actively with USDA and the Secretary in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary, that will furnish USDA and the Secretary such information such as , but not limited to, Form AD-560, Certification of Nonsegregated Facilities, to submit the Monthly Employment Utilization Report, Form CC-257, as they may require for the supervision of such compliance, and that it will otherwise assist USDA in the discharge of USDA's primary responsibility for securing compliance.
- 6. To refrain from entering into any contract or contract modification subject to such Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by USDA or the Secretary of Labor pursuant to Part II, Subpart D, of the Executive Order.
- 7. That if the recipient fails or refuses to comply with these undertakings, the USDA may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the organization under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such organization; and refer the case to the Department of Justice for appropriate legal proceedings.

Signed by the Recipient on the date first written above.

	Recipient		Heidi Behrends Cerniwey	Recipient
(CORPORATE SEAL)			City of Ellensburg	
			Name of Corporate Recipient	
Attest:				
	Secretary	By		President

USDA
Form RD 400-4
(Rev. 08-22)

Position 3

ASSURANCE AGREEMENT
(Under Title VI, Civil Rights Act of 1964)

The _____
City of Ellensburg
(name of recipient)

501 N. Anderson Street, Ellensburg, WA 98926
(address)

As a condition of receipt of Federal financial assistance, you acknowledge and agree that you must comply (and require any subgrantees, subrecipients, contractors, successors, transferees, and assignees to comply) with applicable provisions of national laws and policies prohibiting discrimination, including but not limited to:

1. Title VI of the Civil Rights Act of 1964, as amended, which prohibits you from discriminating on the basis of race, color, or national origin (42 U.S.C. 2000d et seq.), and 7 CFR Part 15, 7 CFR 1901, Subpart E.

As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service) guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [in accordance with USDA RD LEP Guidance for RD Funded (Assisted) Programs]. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. You are encouraged to consider the need for language services for LEP persons served or encountered both in developing your budgets and in conducting your programs and activities. For assistance and information regarding your LEP obligations, go to <http://www.lep.gov>;

2. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating on the basis of sex in education programs or activities (20 U.S.C. 1681 et seq.) [as implemented by 7 CFR Part 15, 7 CFR 1901, Subpart E];

3. The Age Discrimination Act of 1975, as amended, which prohibits you from discriminating on the basis of age (42 U.S.C. 6101 et seq.) [as implemented by 7 CFR Part 15, 7 CFR 1901, Subpart E];

4. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits you from discriminating on the basis of disability (29 U.S.C. 794) [as implemented by 7 CFR Part 15, 7 CFR Part 15b, 7 CFR 1901, Subpart E];

5. Title VIII of the Civil Rights Act, which prohibits you from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units, i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) be designed and constructed with certain accessible features, see 24 CFR Part 100.201; and

6. Titles II and III of the Americans with Disabilities Act, which prohibit you from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189), as implemented by Department of Justice regulations at 28 C.F.R. parts 35 and 36, and 7 CFR Part 15, 7 CFR Part 15b, 7 CFR 1901, Subpart E.

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 0575-0201. Public reporting for this collection of information is estimated to be approximately 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are voluntary. However, in order to obtain or retain a benefit, the information in this form is required by 7 CFR 1901-E. Rural Development has no plans to publish information collected under the provisions of this program. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Rural Development Innovation Center, Regulations Management Division at ICRMTRRequests@usda.gov.

You also acknowledge and agree that you must comply (and require any subgrantees, subrecipients, contractors, successors, transferees, and assignees to comply) with applicable provisions governing USDA Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service) access to records, accounts, documents, information, facilities, and staff :

1. You must cooperate with any compliance review or complaint investigation conducted by USDA Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service).
2. You must give USDA Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service) access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by Title VI, Title IX, Age, and Section 504 implementing regulations and other applicable laws or program guidance.
3. You must keep such records and submit to the responsible Department official or designee timely, complete, and accurate compliance reports at such times, and in such form and containing such information, as the responsible Department official or his designee may determine to be necessary to ascertain whether you have complied or are complying with relevant obligations.
4. You must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Make available to users, participants, beneficiaries and other interested persons such information regarding the provisions of this agreement and the regulations, and in such manner as the Rural Development or the U.S. Department of Agriculture finds necessary to inform such persons of the protection assured them against discrimination.
6. If, during the past three years, you (the recipient) have been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, you must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements.
7. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against you, or you settle a case or matter alleging such discrimination, you must forward a copy of the complaint and findings to USDA Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service), Office of Civil Rights.

The United States has the right to seek judicial enforcement of these obligations.

You also acknowledge and agree that you must comply (and require any subgrantees, subrecipients, contractors, successors, transferees, and assignees to comply) with applicable provisions of program-specific nondiscrimination policy requirements found at CFR Part 15, 7 CFR Part 15 b, 12 CFR Part 202, 7 CFR 1901, Subpart E., DR4300-003, DR4330-0300, DR4330-005.

Period of Obligation

In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with federal assistance extended to the Recipient by Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service), this assurance obligates the Recipient for the period during which federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which federal assistance is extended. If any personal property is so provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates the Recipient for the period during which the federal assistance is extended to the Recipient by Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service).

Employment Practices

Where a primary objective of the federal assistance is to provide employment or where the Recipient's employment practices affect the delivery of services in programs or activities resulting from federal assistance extended by Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service), the Recipient agrees not to discriminate on the grounds of race, color, national origin, sex, age, or disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment, advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs; or other forms of compensation and use of facilities.

Data Collection

The Recipient agrees to compile and maintain information pertaining to programs or activities developed as a result of the Recipient's receipt of federal assistance from Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service). Such information shall include, but is not limited to the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be served by race, color, national origin, sex, age, and disability; (3) data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; (5) the present or proposed membership by race, color, national origin, sex, age and disability in any planning or advisory body which is an integral part of the program; and (6) any additional written data determined by Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service) to be relevant to the obligation to assure compliance by recipients with laws cited in this assurance agreement.

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations as herein described, that the information submitted in conjunction with this Document is accurate and complete, and that the recipient is in compliance with the nondiscrimination requirements set out above.

Rights and remedies provided for under this agreement shall be cumulative.

In witness whereof, _____ City of Ellensburg _____ on this
(name of recipient)
date has caused this agreement to be executed by its duly authorized officers and its seal affixed hereto, or, if a natural person, has hereunto executed this agreement.

(S E A L)

Recipient

Date

City Manager

Attest:

Title

Title



MANAGER'S REPORT

DATE: August 7, 2023

To: Ellensburg City Council

FROM: Heidi Behrends Cerniwey, City Manager

1. Night Work for Street Maintenance Begins August 21

To minimize daytime traffic disruption, the City's contractor, Central Paving, LLC will be working from 10 p.m. to 6 a.m. on projects that begin this month:

- Ruby Street skim patch project (from E Manitoba Ave to E 5th), scheduled from 8/21 to 8/31/2023
- Main Street/Wildcat Overlay (Main St. from 3rd to University Way and Wildcat Way from 11th Ave to 18th Ave), scheduled from 9/6 to 10/4/2023

2. Public Hearing for 2023 – 2028 Transit Development Plan and 2022 Annual Report

A legislative public hearing is set for August 21, 2023 to amend the City's Six-Year Transit Development Plan for 2023-2028 and accept the 2022 Annual Report.

3. 2023 Chipseal Project Complete

The four-day chipseal project on July 24-27, 2023, accomplished essential maintenance on nearly ten miles of City streets—a record achievement. This project required significant prep work by the City's Street Division crews and continuous coordination between City and Kittitas County Public Works staff. The project was "all-hands-on-deck" requiring support from the Water, Wastewater, Gas, Shop, and Parks Department personnel. A special thanks to our City staff and the Kittitas County's Public Works crews for their collaborative efforts. It's a great example of what we can accomplish when we work together.