

COUNCIL AGENDA

Monday, January 4, 2021



In-person attendance at public meetings is currently prohibited per the Washington Governor's Proclamation No. 20-28.14. Ellensburg City Council meetings are broadcast on Charter/Spectrum Channel 191 and available to livestream on Ellensburg Community Television at ectv2.com.

GUIDELINES FOR PUBLIC PARTICIPATION – ONLINE CITY COUNCIL MEETING

As a result of the threat posed by COVID-19, City is following the mandates from state and county public health officials to take all efforts to prevent the spread of this virus. In compliance with the Governor's Emergency Proclamation 20-28.14, and in the interest of the safety and welfare of the public, the community, and our employees and to limit the spread of the virus, ***this City Council meeting will not be open to in-person attendance.*** Council will be attending this meeting remotely via video conference. All City Council meetings are broadcast on Charter/Spectrum Channel 191 and available to livestream on Ellensburg Community Television at www.ectv2.com. You may also attend by phone, only, and listen to the meeting by following the registration instructions under "Remote testimony during the meeting," below. Once you register, you will be sent a meeting invite with a phone number for the meeting.

Council will be accepting remote testimony under Citizen Comment on Non-Agenda Items (Item No. 7) as well as for all other topics under the Regular Agenda. Testimony will be accepted in the following manner:

- **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: leaderb@ci.ellensburg.wa.us. 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: leaderb@ci.ellensburg.wa.us. Comments received by 5 p.m. on the meeting date will be compiled, sent to the City Council and entered into the record.
- **Remote comments or attendance during the meeting**
Advance registration is required to testify. Anyone wishing to speak on items under the Agenda must register prior to 7 p.m. the day of the meeting. Register for the meeting at: https://us02web.zoom.us/webinar/register/WN_7uaiBfhZTdKhPtt3NsC6ig. Once registered, you will receive an email with the meeting link and phone number (for those who wish to call into the meeting).

PROCEDURE FOR PARTICIPATION DURING MEETING

1. 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.
2. Please note that there may be several items on the City Council Agenda that will precede the agenda item you wish to address.
3. The Mayor will identify the agenda item and ask if anyone wishes to speak on the matter.
4. Any interested person may provide comments on: 1) under Item 7 for non-agenda items. or 2) any listed agenda items, if you wish to speak, you must:
 - a) Raise your "virtual hand" in the corner of 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.

5. Please state your name, address, and whether you are representing only yourself or others.
6. Each speaker's comments are to be limited to 3 MINUTES.
7. Speakers are cautioned not to make comments of a personal, impertinent or derogatory nature.
8. 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). You may wish to concisely state your concern and request placement of your matter on a future agenda.

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 925-8614.

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. A Request for Accommodation form may be obtained on the first floor of City Hall or by calling the City of Ellensburg ADA Coordinator at 962-7222.

**CITY OF ELLENSBURG
COUNCIL AGENDA
Monday, January 4, 2021
7:00 PM - Regular Meeting**

- 1. Call to Order and Roll Call**
- 2. Proclamations**
- 3. Awards and Recognitions**
- 4. Approval of Agenda**
- 5. Consent Agenda**

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

5.A Approve Minutes of the December 21, 2020 Regular Meeting 12-21-20 Council Minutes	7
5.B Acknowledge Minutes of the Environmental Commission - October 21, 2020 10-21-20 EC Minutes	14
5.C Acknowledge Minutes of the Utility Advisory Committee - November 19, 2020 11-19-20 UAC Minutes	17
5.D Body Worn In-Car Camera System Purchase Purchase Order Form COBAN	20
5.E Gateway II Agreement with the Washington State Department of Ecology Gateway II Grant Agreement with Department of Ecology	23
5.F City-County Library Services Agreement City-County Library Services Agreement	67
5.G Bid Award - Bid Call 2020-32 for Polyethylene Natural Gas Pipe	70
5.H Accept Resignation of Marc Brown from the Landmarks and Design Commission Marc Brown Resignation	71
5.I Approve January 4, 2021 Voucher Listing 1-4-2021 Voucher Listing	72

6. Petitions, Protests, and Communications	
6.A COVID-19 Update	
6.B Board and Commission Applications	73
B and C Agenda Report Chart 1-4-21	
Emma Johnson Application	
Hongtao Dang Application	
6.C Information from Kittitas County Climate Action Coalition Group	79
Letter from Kittitas County Climate Action Coalition Group	
7. Citizen Comment on Non-agenda Issues	
8. Business Requiring Public Hearings	
8.A Public Hearing (Legislative) and First Reading of an Ordinance amending the Ellensburg Comprehensive Plan	82
Exhibit 1_Docket 20-01 Submittal CIPs	
Exhibit 2_Docket 20-02 Submittal Diversity Chapter Proposal	
Exhibit 3_Docket 20-03 Submittal Diversity Chapter Proposal	
Exhibit 4_Docket Amendment 19-01 Proposed CIP Updates	
Exhibit 5_Docket Amendment 19-01 & 19-02 Proposed Value Statements	
Exhibit 6_June 11 Public Notice of Comp Plan Docketing	
Exhibit 7_Dec 3 PC Public Hearing Notice	
Exhibit 8_Jan 4 CC Public Hearing Notice	
Exhibit 9_Comp Plan SEPA Legal Notice	
Exhibit 10_November 24 SEPA DNS	
Exhibit 11_Commerce 60-day notice	
Exhibit 12_Commerce Acknowledgement Letter	
2020 Comp Plan Ordinance to CC 1st Rdg	
9. Introduction and Adoption of Ordinances and Resolutions	
9.A Resolution Accepting a Donation from the Ellensburg Duplicate Bridge Club	132
AAC Duplicate Bridge Club Donation	
10. Unfinished Business	
11. New Business	
12. Miscellaneous	
12.A Manager's Report	134
1-4-21 MANAGERS REPORT	
12.B Councilmembers' Reports	

13. Executive Session

13.A Per RCW 42.30.110(1)(a)(ii), to consider, if in compliance with any required data security breach disclosure under RCW 19.255.010 and 42.56.590, and with legal counsel available, information regarding the infrastructure and security of computer and telecommunications networks, security and risk assessments, and other information that if made public may increase the risk to the confidentiality, integrity, or availability of agency security or to information technology infrastructure or assets

14. Adjournment

Next Ord. 4869
Next Res. 2020-41



CITY OF ELLENSBURG

Date of Meeting

Time of Meeting

Place of Meeting

Minutes of City Council, Regular Meeting

December 21, 2020

7:00 PM

Held Remotely per Governor Inslee's

Proclamation 20-28.14

1. Call to Order and Roll Call

Roll Call Present: Stacey Engel, Nancy Goodloe, Tristen Lamb, Nancy Lillquist, David Miller, Mary Morgan, Bruce Tabb

Also Present: City Manager Akers; City Attorney/Assistant City Manager Weiner; City Clerk Leader; Executive Assistant Gigstead; Planning Manager Ayling; Police Chief Wade; City Engineering Manager Mayo; Civil Engineer Mattson; Fiscal Analyst/Budget Officer Bassett; Emma Johnson; David Douglas; Patrick Sullivan with Habitat for Humanity and approximately twenty members of the public

2. Proclamations

3. Awards and Recognitions

4. Approval of Agenda

Councilmember Nancy Lillquist moved to Approve amended Agenda adding 9.C, Emergency Resolution concerning Information Technology. **Motion Approved 7-0.**

5. Consent Agenda

5.A. Approve Minutes of December 7, 2020 Regular Meeting

5.B. Approve Minutes of March 13, 2020 City Council Retreat

5.C. Acknowledge Minutes of the Affordable Housing Commission - September 2 and October 7, 2020

5.D. Acknowledge Minutes of the Arts Commission - November 12 & 19, 2020

5.E. Acknowledge Minutes of the Ellensburg Business Development Authority Board - November 11, 2020

5.F. Acknowledge Minutes of Library Board - November 10, 2020

5.G. Acknowledge Minutes of the Lodging Tax Advisory Committee - November 4, 2020

5.H. Acknowledge Minutes of the Parks & Recreation Commission - October 14, 2020

5.I. Acknowledge Minutes of the Planning Commission - July 9, August 27 and November 12, 2020

5.J. Project Acceptance - Bid Call 2020-21 Tree Pruning Contract with Asplundh Tree Expert LLC

5.K. Approval of the 2021 - 2023 Agreement between the City of Ellensburg and HopeSource for Provision of Dial A Ride Bus Service and the 2021 - 2023 Agreement between the City of Ellensburg and HopeSource for Provision of Upper County-Ellensburg Commuter Bus Service.

5.L. Surplus Resolution for Equipment Donation to the Ellensburg Business Development Authority (CenterFuse)

5.M. 2021 Interlocal Cooperation Payment Agreement with Kittitas County Emergency Medical Services and Trauma Care Council

5.N. Dominion Energy Questar's Clay Basin Natural Gas Storage Facility - Contract Renewal

5.O. Twin City Foods Industrial Wastewater Discharge Agreement Renewal

5.P. Approve December 21, 2020 Voucher Listing

Councilmember Mary Morgan moved to Approve Consent Agenda as presented. **Motion Approved 7-0.**

6. Petitions, Protests, and Communications

6.A. COVID-19 Update

Councilmember Lamb reported that 249 vaccination doses had been administered with an additional 80-100 doses administered that day. Council asked questions regarding vaccinations. Additional deaths have increased the total number to 26.

6.B. Board and Commission Application

Emma Johnson was present to speak on her interest in serving on the Affordable Housing Commission.

6.C. Ellensburg Police Department - Substance Abuse Disorder Partnership

Chief of Police, Ken Wade, presented information in the staff report. Dr. David Douglas presented information to Council concerning the assistance he will provide the police department. No action was required, and was for information only.

7. Citizen Comment on Non-agenda Issues

Theresa Plue, 140 Woodhouse Loop, commented regarding a proposed ordinance concerning the Inclusion, Diversity and Equity Committee, discussed at the last council meeting;

Shana Kessler, 1508 N B St., commented regarding stickers posted around town;

Stacy Hammond, 308 N Sampson St., commented regarding Council participation at meetings of the group "Not in our KittCo" and the Police Department budget;

8. Business Requiring Public Hearings

8.A. Public hearing (legislative) to adopt a Resolution amending the City's Six-Year Transportation Improvement Plan (TIP) for 2021-2026 and revising grant funded projects.

The Mayor opened the public hearing. Engineering Manager, Derek Mayo, presented information in the staff report. There were no questions, comments or testimony from the public, and the Mayor closed the public hearing.

Councilmember Mary Morgan moved to Approve adoption of Resolution 2020-38 for the Six-Year Transportation Improvement Plan. **Motion Approved 7-0.**

Councilmember Nancy Lillquist moved to Approve authorizing the Mayor and staff to execute any and all necessary TIB and STBG grant paperwork associated with the Alder St and 14th Ave Signalization – PTC Reconnect Trail from 14th Ave to KVEC project and the University Way and Reecer Creek Road Signalization project. **Motion Approved 7-0.**

8.B. Public Hearing to consider Annexation Request from Ray Weisbeck for Parcels 258133, 018133, 038133 & 058133, located on Cascade Street, (legislative) and first reading of an Ordinance approving petition for annexation P20-083

The Mayor opened the public hearing. Planning Manager, Jamey Ayling, presented information in the staff report. There were no questions, comments or testimony from the public, and the Mayor closed the public hearing.

Councilmember Mary Morgan moved to Approve annexation request P20-083 for parcels 258133, 018133, 038133 and 058133 located on Cascade Street and simultaneous adoption of Residential Suburban zoning. **Motion Approved 7-0.**

Councilmember Mary Morgan moved to Approve conducting first reading of Ordinance 4867. **Motion Approved 7-0.**

Councilmember Mary Morgan moved to Approve scheduling a public hearing on February 1, 2021 to consider second reading and adoption of Ordinance 4867. **Motion Approved 7-0.**

8.C. Public Hearing to consider Annexation Request - Parcel 10876 located north of Sanders Road (legislative) and first reading of an Ordinance approving petition for annexation P20-088

The Mayor opened the public hearing. Planning Manager, Jamey Ayling, presented information in the staff report. There were no questions, comments or testimony from the public, and the Mayor closed the public hearing.

Councilmember Mary Morgan moved to Approve annexation request P20-088 for parcel 10876 located north of Sanders Road and simultaneous adoption of Residential Suburban zoning. **Motion Approved 7-0.**

Councilmember Stacey Engel moved to Approve conducting first reading of Ordinance 4868. **Motion Approved 7-0.**

Councilmember Mary Morgan moved to Approve scheduling a public hearing to consider second reading and adoption of Ordinance 4868 at the February 1, 2021 meeting. **Motion Approved 7-0.**

9. Introduction and Adoption of Ordinances and Resolutions

9.A. Ordinance 4866 - (second reading) Amending the 2019-2020 Biennial Budget

Financial Analyst/Budget Officer, Keith Bassett, presented information in the staff report. He explained there was an adjustment of \$250,000 in the Risk Management fund of Exhibit B.

Councilmember Nancy Lillquist moved to Approve an amendment to Exhibit B, increasing the spending authority by \$250,000 in the Risk Management Fund. **Motion Approved 7-0.**

Councilmember Mary Morgan moved to Approve conducting second reading and adoption of Ordinance 4866 as amended. **Motion Approved 7-0.**

9.B. Resolution for Allocation of 2021 Lodging Tax Funds

City Manager Executive Assistant, Laurie Gigstead, presented information in the staff report.

Councilmember Nancy Lillquist moved to Approve adoption of Resolution 2020-39 approving the Allocation of 2021 Lodging Tax Funds. **Motion Approved 7-0.**

9.C. Emergency Resolution concerning Information Technology
City Manager, John Akers, presented information concerning the cyber "ransomware" attack against the City. In anticipation of work to be performed, an emergency Resolution was being presented for Council consideration.

Councilmember Nancy Lillquist moved to Approve adoption of Resolution 2020-40 declaring an emergency due to a ransomware attack against the City. **Motion Approved 7-0.**

10. Unfinished Business

11. New Business

11.A. Affordable Housing Commission Recommendation on Sales Tax Funding and City Property Contribution for Affordable Housing.
Planning Manager, Jamey Ayling, presented information in the staff report.

Councilmember Nancy Goodloe moved to Approve Authorization of the Mayor's signature on the award letter to Habitat for Humanity Seattle-King County, and Provide staff direction to initiate contract negotiations with Habitat for Humanity Seattle-King County. **Motion Approved 7-0.**

12. Miscellaneous

12.A. Manager's Report

City Manager Akers reviewed the Manager's Report. He also reported on the West Ellensburg Park lighting project, which did not include sales tax in the amount of \$33,036.41 when approved by Council at the November 4th meeting. The total amount of the project will increase to \$431,065.41 and is within the budgeted amount for the project.

An executive session was needed per RCW 42.30.110(1)(i) to discuss litigation and potential litigation; RCW 42.31.140 concerning collective bargaining sessions; and RCW 42.30.110(1)(a)(ii) concerning information regarding the infrastructure and security of computer and telecommunications networks and other information that if made public, may increase the risk to the confidentiality, integrity or availability of agency security or to information technology infrastructure or assets. Expected discussion time would be 20 minutes and no action was anticipated.

12.B. Councilmembers' Reports

- Councilmember Morgan stated she is no longer able to attend the Community Forest Project Group meetings and Recreation Forum and Councilmember Lillquist advised she is available to cover those meetings;
- Councilmember Lillquist reported she was appointed to the Airport Advisory Committee, gave an update regarding the Developmental Disability Advisory

Committee, and attended the Utility Advisory Committee meeting and a broadband webinar;

- Councilmember Miller attended the KCCOG, Landmarks and Design Committee and Homeless and Affordable Housing Commission meetings. He requested an excused absence for the January 4, 2021 meeting and spoke regarding Planning commissioner, Gretchen Thatcher's passing;

Councilmember Nancy Lillquist moved to Approve an excused absence for Councilmember Miller for the January 4, 2021. **Motion Approved 7-0.**

- Councilmember Engel attended the Planning Commission meeting and reported the Parks and Recreation Commission will be doing a new survey for the downtown park name and EBDA will be doing a campaign to promote Ellensburg to people who work from home in the Puget Sound area to relocate to Ellensburg;
- Councilmember Goodloe attended the Utility Advisory Committee meeting and the Law and Justice Council meeting. She gave an update regarding the Community Recovery fund;
- Councilmember Lamb attended the Arts Commission and Library board meetings;
- Mayor Tabb attended the Chamber Legislative Day, Public Transit Advisory Committee meeting, and Leadership Kittitas County.

Council recessed to Executive Session at 9:00 pm, which was expected to last approximately 20 minutes and Council was not expected to reconvene. After a short break, Executive Session began at 9:07 pm.

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.

13.B. Per RCW 42.30.140, to consider collective bargaining sessions with employee organizations, including contract negotiations, grievance meetings, and discussions relating to the interpretation or application of a labor agreement; or (b) that portion of a meeting during which the governing body is planning or adopting the strategy or position to be taken by the governing body during the course of any collective bargaining, professional negotiations, or grievance or mediation proceedings, or reviewing the proposals made in the negotiations or proceedings while in progress.

14. Adjournment

Meeting adjourned at 9:27 pm.

Mayor

ATTEST: _____
City Clerk

ELLENSBURG ENVIRONMENTAL COMMISSION

**October 21, 2020 Regular Meeting
(5:15 p.m. to 6:18 p.m.)
Remote Meeting via Zoom**

Members Present: Kristine Steinkoenig, Andrea Sledge, Emily Jacobs, Laura Busby, Annie Schlanger, and PJ MacPhaiden

Members Absent: Christina Wollman (excused), James Rivard (excused)

Also present: Nancy Lillquist, Council Liaison; Laura Wilson, Planner (Recording Secretary)

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

AGENDA

Commissioner Jacobs moved to approve the agenda. Commissioner Busby seconded the motion. The motion passed with all in favor.

MINUTES

Commissioner MacPhaiden moved to approve the September 16, 2020 Environmental Commission regular meeting minutes as amended. Commissioner Rivard seconded the motion. The motion passed with all in favor.

CITIZEN COMMENT

There was no citizen comment.

NEW BUSINESS

2020 Water Quality Grant Mid-Columbia Fisheries Mid-Year Report Review and Reimbursement

Council Member Lillquist left the meeting.

Laura Wilson, recording secretary, provided a brief explanation of the agenda report and reimbursement amount. She noted that minor errors were found on Invoice #1-2020. The total invoiced amount was incorrectly calculated and the WA Conservation Corp invoice amount was incorrect on Mid-Columbia Fisheries invoice. The correct amount should be \$6,478.11.

Motion

Commissioner MacPhaiden moved that the Environmental Commission recommend reimbursing Mid-Columbia Fisheries \$6,478.11 for the 2020 Water Quality Grant. Commissioner Busby seconded the motion. The motion passed with all in favor.

Mid-Columbia Fisheries 2021 Water Quality Grant Application

Laura Wilson, recording secretary, gave a brief explanation of the 2021 Water Quality Grant application. Mid-Columbia Fisheries was the only grant applicant. Mrs. Wilson stated their application and budget was almost the same as their 2020 amended project and budget. She noted the 2021 application did not reflect any information from Mid-Columbia Fisheries 2020 projects or activities. Commissioner Sledge expressed concern that the application did not reflect contingency plans or considerations that took into account the continuing impacts of covid and suggested the applicant provide an addendum to the application that addressed those items.

Becca Wassell, Mid-Columbia Fisheries, expressed appreciation for the Water Quality Grant support. Landon Shaffer, Mid-Columbia Fisheries, explained how the grant helped with local awareness. It allowed Mid-Columbia Fisheries to utilize volunteers and provided staff more time to work on urban projects. He agreed the 2021 application and projects didn't change much from 2020. Mr. Shaffer briefly described how their 2020 spring activities were impacted by covid. It created more pressure on staff to get as much done as possible. Mid-Columbia Fisheries implemented a new program, Foster a Plant, to help staff. Citizens volunteer to foster and care for plants prior to spring and fall planting, thus reducing staff costs for plant maintenance. Many of the volunteers expressed desire to participate again in 2021. He intended to resume activities in 2021 and pick up where he left off when covid happened. Staff and volunteers were ready to start the Adopt a Stream program again. Some accomplishments during the covid shut down include implementing safety protocols for staff and volunteers, developing a volunteer database, and incentivizing volunteer participation with prize rewards. Commissioner Sledge suggested Mid-Columbia Fisheries include an addendum to the application that detailed the safety protocols as part of their operating procedures. Mr. Shaffer said he could provide that information if needed.

Examples of recent volunteer groups and backyard buffer plantings were provided by Mr. Shaffer and Ms. Wassell. There was some discussion on how adjacent property owners could be encouraged to participate in the program. Mr. Shaffer explained that current Adopt a Stream volunteer groups are trained and relied upon to be better stewards and advocates for water quality health. Mid-Columbia Fisheries then relies on the trained volunteer groups to identify areas that have noxious weeds or non-native species during the cleanup and volunteer planting events.

Commissioner Jacobs asked if Mid-Columbia Fisheries had considered alternative ways to incorporate school children in their programs if they weren't able to participate in the annual Salmon Education Days fieldtrip, which is when the bare root plants are planted by the schoolchildren. Alternatives had not yet been considered according to Mr. Shaffer. Ms. Wassell noted that they had discussed hosting Salmon Education Days in town at Reecer Creek and opening it families for salmon release and plantings. Commissioner Sledge suggested school children be allowed to plant and tend to the shrubs and trees in the classrooms as part of the Foster a Plant program.

The commission discussed Mid-Columbia Fisheries 2021 water quality grant application. The commission discussed whether or not they could recommend awarding the application without the addendum that addressed contingency plans. There was concern that an addendum could cause the commission to reconsider their original recommendation. Commissioner Jacobs was concerned that the planned spring projects would be delayed again as they were in 2020. She wanted to see an alternative plan if Mid-Columbia Fisheries could not accomplish the originally planned projects. Commissioner Busby commented addendums based on covid restrictions are tricky considering state covid mandates could change. Mrs. Wilson asked the commission if they would consider incorporating conditions into the signed agreement that would require the applicant to request an amendment to the contract if there are changes to the projects. There was a brief discussion on reporting requirements.

Mrs. Wilson said conditions could be written in the agreement if the project changed by a dollar amount or percentage. The commission discussed the possibility of an amendment requirement based on 30% of change but it was uncertain how that would be quantified. They also discussed the importance of the end product and the importance of way the work was done. Commissioner Jacobs gave the example of a smaller portion of creek buffer being planted by children in order to teach the next generation about stewardship compared to having a paid trained staff plant a larger area that would have a greater impact on the creek buffer. She stated she would want to know who was doing the work.

Mrs. Wilson asked the commission to consider making an award recommendation in order to forward the information to City Council for budget discussions. She proposed a subcommittee work out the details of the conditions in the agreement in the new year.

Motion

Commissioner MacPhaiden moved that the Environmental Commission recommend awarding \$10,000 from the 2021 Water Quality Grant to Mid-Columbia Fisheries for their 2021 Adopt a Stream and Backyard Buffer Programs. Commissioner Busby seconded the motion. The motion passed with all in favor.

BICYCLE ADVISORY

Council Member Lillquist updated the commission on the third quarter 2020 bicycle and pedestrian count and the new “Safety Stop” law that went into effect on October 1, 2020.

STAFF UPDATE/DISCUSSION ITEMS

There were no staff updates or discussion items.

The meeting adjourned at 6:18 p.m.

Respectfully Submitted by
Laura Wilson
Recording Secretary (Drafted 10/22/20)



CITY OF ELLENSBURG

Utility Advisory Committee

Date of Meeting

November 19, 2020

Time of Meeting

3:30 PM

Place of Meeting

GoToMeeting

1. CALL TO ORDER

Chair Lillquist called the meeting to order at 3:30 pm.

2. ROLL CALL

Members present: Nancy Lillquist, Nancy Goodloe, Ed Barry, Jim Goeben and Bob Johnson. Gary Gleason was absent.

Also present: Ryan Lyyski, Public Works & Utilities Director; Kim Caulkins, Operations Analyst; Jon Morrow, Stormwater Manager; Darin Yusi, Gas Engineer; Buddy Stanavich, Power & Gas Manager; Derek Mayo, Engineering Manager; Paul Meyer, Electrical Engineer; Ben Faubion, IT & Telecomm Manager; Andrew Lyons, HopeSource.

3. APPROVAL OF MINUTES

3.A. Approve minutes - October 15th, 2020 regular meeting minutes
Ed Barry moved to approve the minutes. **Motion approved.**

4. APPROVAL OF CONSENT AGENDA

Consent items have been distributed to committee members 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 committee member or at the request of a member of the public with concurrence of a committee member.

4.A. Interlocal Agreement with Franklin Conservation District (FCD)

4.B. Amendment # 1 to the 2018 Aspect Engineering design contract for the Dolarway Bridge and Levee.

Ed Barry moved to approve the consent agenda. **Motion approved.**

5. CORRESPONDENCE AND CITIZEN COMMENTS ON NON-AGENDA ITEMS

Andrew Lyons of HopeSource shared that HopeSource has the opportunity to apply for a 100kW low-income community solar grant. He has requested staff to write a letter in

support of the project, specifically stating the City is willing to enter into a purchase power agreement or net metering agreement if HopeSource is successful in obtaining the grant. If the grant is awarded to HopeSource, they would install the solar at the new Spurling Court apartments. Lyons also mentioned that it would help in meeting CETA requirements regarding low-income.

6. TELECOMMUNICATIONS UTILITY DISCUSSION ITEMS

6.A. Telecomm Updates (verbal/PowerPoint) - Ben Faubion

Ben Faubion gave a telecomm update on community WiFi, the downtown fiber project, the broadband grant, financial status of telecomm and future projects.

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

7.A. Adopt Resolution to Sole Source the Purchase of Wood Electrical Utility Poles

Ed Barry moved the committee make a favorable recommendation to City Council to adopt the attached resolution establishing Stella-Jones Corporation as the sole source supplier for all wood electrical utility poles. **Motion approved.**

7.B. Bid Award - Bid Call 2020-10 WWTF - Surface Aerator Procurement

Ed Barry moved the committee forward a favorable recommendation to City Council to award bid call 2020-10 to Aqua-Aerobic Systems Inc. the lowest responsive and responsible bidder. **Motion approved.**

7.C. Contract Amendment No. 1 - Professional Services Agreement - Water System Plan and Illinois Well Outfitting Design

Ed Barry moved the committee forward a favorable recommendation to City Council to authorize the City Manager to execute contract amendment No. 1 with RH2 Engineering, a \$127,450.00 contract cost increase and a time extension to December 31st, 2021. **Motion approved.**

7.D. Contract Amendment No. 5 - Professional Services Agreement - Bull Road Utility Extension Design

Ed Barry moved the committee forward a favorable recommendation to City Council to authorize the City Manager to execute contract amendment No. 5 with RH2 Engineering, a \$120,796.00 contract cost increase and a time extension to June 30th, 2021 for the Bull Road utility extension design. **Motion approved.**

8. INFORMATION ONLY ITEMS

8.A. CETA - Low Income Energy Assistance Survey (RCW 19.405.120)

Staff shared the CETA low income assistance report from Commerce.

8.B. Past Due Utility Accounts

Staff shared a graph of past due utility accounts comparing 2019 to 2020. Andrew Lyons shared HopeSource received \$150,000.00 from the CARES act remitted directly to utility bills that has not been fully dispersed.

8.C. Public Works & Utilities Issues and Updates

Ryan Lyyski gave an update on sewer and water. Stormwater is moving forward with several big projects. Paul Meyer gave an update on electric. December 1st is the deadline for HopeSource to apply for WA Department of Commerce low-income solar grant. Staff will write a letter of support as part of the solar grant application process as the serving electric utility. This will also help achieve CETA requirements such as lowering energy burden of low income if the grant is awarded. The committee supports staff writing the letter. Darin Yusi gave updates for the Gas Department.

9. NEXT MEETING

9.A. December 17th, 2020 at 3:30 pm

10. ADJOURNMENT

With no further discussion, the meeting adjourned at 4:50 pm.

Kim Caulkins
Recording Secretary
Drafted: 11/20/2020
Approved: 12/17/2020



CITY COUNCIL AGENDA REPORT

- City Council Meeting Date:** January 4, 2021
- Item Title/Agenda Subject:** Body Worn In-Car Camera System Purchase
- Submitted by:** Dan Hansberry Police
- Recommended Action or Motion:** Staff Recommends City Council authorize the City Manager to sign the purchase order request along with any other documents needed to complete the department's body worn in-car camera system purchase.
- Background/Summary:** The Police Department budgeted for the purchase of a body worn in-car camera system. This purchase will assist in mitigating Complaints and civil litigations. After several years of legislative work on privacy concerns for both the public and the officers, the laws and guidelines for body worn cameras are in line with our expectations. The Police Department has researched body worn camera systems and identified Coban Technologies as a vendor that will sync body worn cameras with an in-car camera system. This helps to document incidents initiated from the in-car camera system that move away from the patrol car system's capabilities, but will be captured from the body worn camera. Both of these recordings will be synced. In addition to the camera systems, there will be the need for redaction software in order to fulfill public disclosure requests. This is a critical component to body worn camera programs in order to be in compliance with state law.
- Staff has determined the preferable procurement method is to make the purchase from Coban Technologies, a participating vendor with the Houston-Galveston Area Council (HGAC). HGAC is a cooperative purchasing program which the City of Ellensburg has an existing interlocal contract for cooperative purchasing.
- Previous Council Action:** The Council approved expenditure authority for the body worn in-car camera system in the 2021/2022 Biennial Budget.
- Analysis:** The Department has used the HGAC contract to purchase equipment in the past from Coban Technologies. Washington

State law allows for the use of "piggybacking" on another entity's competitive cooperative purchasing agreement. Staff has consulted with the City Finance Department for this purchase request.

Financial Impact:

Funds are available within the 2021 budget for the purchase of the body worn in-car camera system.

Attachments:

[Purchase Order Form COBAN](#)

Purchase Order

City of Ellensburg
501 N Anderson St.
Ellensburg WA 98926

COBAN TECHNOLOGIES INC	
Vendor ID	00740
On Hold?	
Purchase Order No.	PO0116733
Date	12/14/2020
Buyer ID	holcombek

Vendor:

COBAN TECHNOLOGIES INC
 PO BOX 74008996
 CHICAGO IL 60661

Ship To:

City of Ellensburg
 501 N Anderson St.
 Ellensburg WA 98926

^ Changed Since the Previous Revision

Shipping Method		Payment Terms		Confirm With			Page	
							1	
L/N	Item Number	Description	Req. Date	U/M	Ordered	Unit Price	Ext. Price	
Budget Number		Project Number	FOB					
1	09146-3	Body Worn In Car Camera System	12/14/2020	Each	1.0	\$149,265.56	\$149,265.56	
100-130-521-20-31-000-000		09146-3	None					

Subtotal	\$149,265.56
Trade Discount	\$0.00
Freight	\$0.00
Miscellaneous	\$0.00
Tax	\$0.00
Order Total	\$149,265.56

 Authorized Signature



CITY COUNCIL AGENDA REPORT

- City Council Meeting Date:** January 4, 2021
- Item Title/Agenda Subject:** Gateway II Agreement with the Washington State Department of Ecology (Ecology)
- Submitted by:** Jon Morrow Public Works & Utilities
- Recommended Action or Motion:** Authorize Public Works and Utilities Director to sign Gateway II Agreement with Ecology
- Background/Summary:** Staff wrote a grant to Ecology in 2019 for the funding of the Gateway II Project. Gateway II is the same identical project as Gateway I in size and scope. Gateway II is on Vantage Highway from Vista Road to the east city limits. The Gateway II application was selected and recommended for funding approval by Ecology. Gateway II will be designed and permitted in 2021-2022 and constructed in 2023.
- Previous Council Action:** None
- Analysis:** After authorization, staff will select a design consultant to begin design and permitting. Design and permitting will take approximately one year (2021-2022) and construction will occur in 2023-2024. Gateway II will treat approximately 2 miles of stormwater runoff, and provide street trees and pedestrian bicycle paths on both sides of the highway.
- Financial Impact:** The project total is five million dollars.
- | | |
|----------------------|----------------|
| Ecology's share = | \$4,250,000.00 |
| City share (match) = | \$ 750,000.00 |
- Agreement effective 07/01/2020
Agreement expires 07/01/2025
- Gateway II funding is incorporated into the adopted 2021-2022 budget.
- Attachments:**
[Gateway II Grant Agreement with Department of Ecology](#)



Agreement No. WQC-2021-EllePW-00053

WATER QUALITY COMBINED FINANCIAL ASSISTANCE AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

THE CITY OF ELLENSBURG PUBLIC WORKS DEPARTMENT

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

GENERAL INFORMATION

Project Title:	Gateway to the City of Ellensburg Stormwater LID Retrofit Project II
Total Cost:	\$5,000,000.00
Total Eligible Cost:	\$5,000,000.00
Ecology Share:	\$4,250,000.00
Recipient Share:	\$750,000.00
The Effective Date of this Agreement is:	07/01/2020
The Expiration Date of this Agreement is no later than:	07/01/2025
Project Type:	Stormwater Facility

Project Short Description:

This project will improve water quality in Lyle, Wilson Creeks and the Yakima River through the installation of rock-lined bioinfiltration swales and permeable sidewalks from 2.57 acres along Vantage Highway in Ellensburg. This project will provide treatment and infiltration of stormwater containing total suspended solids (TSS), oil, dissolved copper, and dissolved zinc. In addition, the project will reduce the total phosphorus flowing to surface waters.

Project Long Description:

Stormwater has been identified as a pollutant source in Lyle, Wilson Creeks and the Yakima River. The aforementioned waterways are under two active TMDLs for total suspended solids, fecal coliform, DDT, and Dieldrin. Lyle Creek is a fish bearing stream and drains to Wilson Creek.

To address TMDL concerns and help improve water quality and fish habitat, the RECIPIENT will retrofit one mile

Agreement No: WQC-2021-EllePW-00053
Project Title: Gateway to the City of Ellensburg Stormwater LID Retrofit Project II
Recipient Name: The City of Ellensburg Public Works Department

(both directions) of Vantage Highway from Vista Road to the new city limits. Currently, there is no stormwater treatment for this 2.57 acre area before being discharged into Lyle Creek. This section of Vantage Highway receives 9,000 average daily trips per day, most of which is residential, commercial and agriculture.

This project will design and construct permeable pavement pedestrian/bicycle paths and bioinfiltration swales between the road and pathways. These BMPs will be installed on both sides of the street for 1 mile. The swales will be designed to provide treatment as runoff infiltrates through 18-inches of 60/40 soil media compost. To ensure that surface flows reach the new bioinfiltration swales, the project will install curb and gutter to force the runoff through curb cuts into the bioinfiltration swales.

Overall Goal:

This project will help protect and restore water quality in Washington by reducing stormwater impacts from existing infrastructure and development.

Agreement No: WQC-2021-EllePW-00053
Project Title: Gateway to the City of Ellensburg Stormwater LID Retrofit Project II
Recipient Name: The City of Ellensburg Public Works Department

RECIPIENT INFORMATION

Organization Name: The City of Ellensburg Public Works Department

Federal Tax ID: 91-6001245

DUNS Number: 060041985

Mailing Address: 501 North Anderson St
Ellensburg, WA 98926

Physical Address: 501 North Anderson St
Ellensburg, Washington 98926

Organization Email: morrowj@ci.ellensburg.wa.us

Contacts

Agreement No: WQC-2021-EllePW-00053
 Project Title: Gateway to the City of Ellensburg Stormwater LID Retrofit Project II
 Recipient Name: The City of Ellensburg Public Works Department

<p>Project Manager</p>	<p>Jon Morrow Stormwater Utility Manager</p> <p>501 North Anderson Street Ellensburg, Washington 98926 Email: morrowj@ci.ellensburg.wa.us Phone: (509) 925-8619</p>
<p>Billing Contact</p>	<p>Michelle Dufault P.W. Operations Analyst</p> <p>501 N. Anderson Street Ellensburg, Washington 98926 Email: dufaultm@ci.ellensburg.wa.us Phone: (509) 962-7234</p>
<p>Authorized Signatory</p>	<p>Ryan Lyyski Public Works and Utilities Director</p> <p>501 North Anderson Street Ellensburg, Washington 98926 Email: lyyskir@ci.ellensburg.wa.us Phone: (509) 962-7230</p>

Agreement No: WQC-2021-EllePW-00053
 Project Title: Gateway to the City of Ellensburg Stormwater LID Retrofit Project II
 Recipient Name: The City of Ellensburg Public Works Department

ECOLOGY INFORMATION

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

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

Contacts

<p>Project Manager</p>	<p>Seth Bengé</p> <p>1250 W Alder St. Union Gap, Washington 98903-0009 Email: SBEN461@ecy.wa.gov Phone: (509) 454-7298</p>
<p>Financial Manager</p>	<p>Stephanie Herbst</p> <p>PO Box 47600 Olympia, Washington 98504-7600 Email: SHER461@ecy.wa.gov Phone: (360) 407-7639</p>
<p>Technical Advisor</p>	<p>Doug Howie Senior Stormwater Engineer</p> <p>PO Box 47600 Olympia, Washington 98504-7600 Email: DOHO461@ecy.wa.gov Phone: (360) 407-6444</p>

Agreement No: WQC-2021-EllePW-00053
Project Title: Gateway to the City of Ellensburg Stormwater LID Retrofit Project II
Recipient Name: The City of Ellensburg Public Works Department

SCOPE OF WORK

Task Number: 1 **Task Cost:** \$250,000.00

Task Title: Grant and Loan Administration

Task Description:

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

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

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

Task Goal Statement:

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

Task Expected Outcome:

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

Agreement No: WQC-2021-EllePW-00053
 Project Title: Gateway to the City of Ellensburg Stormwater LID Retrofit Project II
 Recipient Name: The City of Ellensburg Public Works Department

Grant and Loan Administration

Deliverables

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

Agreement No: WQC-2021-EllePW-00053
 Project Title: Gateway to the City of Ellensburg Stormwater LID Retrofit Project II
 Recipient Name: The City of Ellensburg Public Works Department

SCOPE OF WORK

Task Number: 2 **Task Cost:** \$200,000.00

Task Title: Cultural and Environmental Reviews, and Permitting

Task Description:

The RECIPIENT shall ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

- A. The RECIPIENT will provide both the ECOLOGY project manager and separegister@ecy.wa.gov with the initial consultation on the draft State Environmental Policy Act (SEPA) documents.
- B. The RECIPIENT will notify the ECOLOGY project manager, in addition to the required distribution and public notice, when SEPA documents have been issued for the official comment period, which is a minimum of 21 days.
- C. The RECIPIENT is responsible for application of, receipt of, and compliance with all required local, state, tribal and federal permits, licenses, easements, or property rights necessary for the project.
- D. Above and below ground activities must be reviewed for cultural resource impacts. The RECIPIENT will submit the forms listed below to ECOLOGY to initiate consultation for cultural resources review.

To initiate cultural resources review:

1. The RECIPIENT will submit the 05-05/106 Form to ECOLOGY, using the ECOLOGY template. Any supporting materials must conform to the Department of Archeology and Historic Preservation's Washington State Standards for Cultural Resource Reporting.
2. The RECIPIENT will submit an Inadvertent Discovery Plan (IDP) to ECOLOGY, using the ECOLOGY template. The RECIPIENT will ensure that all contractors and subcontractors have a copy of the completed IDP prior to and while working on-site. The IDP template may be found on the ECOLOGY website.

The RECIPIENT must receive written notice from ECOLOGY prior to proceeding with work. Work done prior to written notice to proceed shall not be eligible for reimbursement. This includes geotechnical work.

Task Goal Statement:

The RECIPIENT will complete all cultural and environmental reviews and permitting tasks in a timely manner.

Task Expected Outcome:

The project will meet the requirements set forth by the cultural resource protection requirements, State Environmental Policy Act, and all other applicable federal, state, and local laws, and regulations.

Agreement No: WQC-2021-EllePW-00053

Project Title: Gateway to the City of Ellensburg Stormwater LID Retrofit Project II

Recipient Name: The City of Ellensburg Public Works Department

Cultural and Environmental Reviews, and Permitting**Deliverables**

Number	Description	Due Date
2.1	SEPA checklist, or other documentation for projects considered exempt from SEPA review. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.2	List of permits acquired and environmental review documents. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.3	ECOLOGY 05-05/106 Form. Email the form and any supplemental cultural resources documentation directly to the ECOLOGY Project Manager. ECOLOGY will upload documentation to EAGL when cultural resources is complete.	
2.4	Inadvertent Discovery Plan. Upload to EAGL and notify ECOLOGY when upload is complete.	

Agreement No: WQC-2021-EllePW-00053
Project Title: Gateway to the City of Ellensburg Stormwater LID Retrofit Project II
Recipient Name: The City of Ellensburg Public Works Department

SCOPE OF WORK

Task Number: 3 **Task Cost:** \$400,000.00

Task Title: Design Plans and Specifications

Task Description:

The RECIPIENT shall ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

A. The RECIPIENT will develop a stormwater project design. The design submittals must conform to the Design Deliverables for Stormwater Projects with Ecology Funding (Design Deliverables Document). Projects must be designed in accordance with the Stormwater Management Manual for Eastern Washington, Stormwater Management Manual for Western Washington, or equivalent manual. Refer to the ECOLOGY website for specific guidance. Project must be reviewed and accepted in writing by ECOLOGY to be eligible for reimbursement.

The RECIPIENT will upload the design submittals listed below to EAGL for ECOLOGY review. Reduce design figures to 11x17 inches in size and ensure they are legible.

1. The RECIPIENT will submit a Design Report to ECOLOGY for review and acceptance. Allow 45 calendar days for ECOLOGY review.

The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology Design Report Acceptance Letter prior to proceeding to 90 Percent Design.

2. The RECIPIENT will submit a 90 Percent Design Package to ECOLOGY for review and acceptance. At a minimum, this package must include 90 percent plans, specifications, engineer's opinion of cost, which includes a schedule of eligible costs, and project construction schedule. The current required bid inserts and specifications may be found on the Ecology website. Allow 45 calendar days for ECOLOGY review.

The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology 90 Percent Design Acceptance Letter prior to proceeding Final Design.

3. The RECIPIENT will submit a Final Bid Package to ECOLOGY for review and acceptance prior to advertising the project. The Final Bid Package includes: project plans, specifications, engineer's opinion of cost including a schedule of eligible costs, and project construction schedule. Allow 15 calendar days for ECOLOGY review.

B. The RECIPIENT will calculate and submit a preliminary equivalent new/re-development area for the completed retrofit project(s) using the methods outlined in the Design Deliverables Document.

C. The RECIPIENT will submit a preliminary GIS compatible project area in shapefile, geodatabase file, or ECOLOGY-approved equivalent. The project area should include polygon features for stormwater facilities and contributing areas.

Agreement No: WQC-2021-EllePW-00053
Project Title: Gateway to the City of Ellensburg Stormwater LID Retrofit Project II
Recipient Name: The City of Ellensburg Public Works Department

Task Goal Statement:

The RECIPIENT will complete all design tasks and respond to ECOLOGY comments in a timely manner.

Task Expected Outcome:

The project will meet the requirements set forth by ECOLOGY water quality facility design standards and all other applicable federal, state, and local laws, and regulations.

Agreement No: WQC-2021-EllePW-00053
 Project Title: Gateway to the City of Ellensburg Stormwater LID Retrofit Project II
 Recipient Name: The City of Ellensburg Public Works Department

Design Plans and Specifications

Deliverables

Number	Description	Due Date
3.1	Contract documents (if contracting out for design). Upload to EAGL and notify ECOLOGY when upload is complete.	
3.2	Design Report. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.3	Responses to ECOLOGY Design Report comments. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.4	ECOLOGY Design Report Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.5	90 Percent Design Package. Upload to EAGL and notify ECOLOGY when complete.	
3.6	Responses to ECOLOGY 90 Percent Design Package comments. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.7	ECOLOGY 90 Percent Design Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.and notify ECOLOGY when upload is complete.	
3.8	Preliminary equivalent new/redevelopment area determination. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.9	Preliminary project area shapefile, geodatabase file, or ECOLOGY-approved equivalent. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.10	Final Bid Package. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.11	Responses to ECOLOGY Final Bid Package comments. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.12	Ecology Final Bid Package Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.13	Bid documents (e.g. bid announcement, bid tabulations, and bid award). Upload to EAGL and notify ECOLOGY when upload is complete.	

Agreement No: WQC-2021-EllePW-00053
Project Title: Gateway to the City of Ellensburg Stormwater LID Retrofit Project II
Recipient Name: The City of Ellensburg Public Works Department

SCOPE OF WORK

Task Number: 4 **Task Cost:** \$250,000.00

Task Title: Construction Management

Task Description:

The RECIPIENT shall ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

- A. The RECIPIENT will provide construction oversight and management of the project.
- B. The RECIPIENT will submit a detailed Construction Quality Assurance Plan (CQAP) to ECOLOGY for review and acceptance before the start of construction. This plan must describe how the RECIPIENT will perform adequate and competent construction oversight. Guidance for CQAP development is located in the Design Deliverables Document available on the ECOLOGY website. Allow 45 calendar days for ECOLOGY review.
- C. The RECIPIENT will conduct a pre-construction conference meeting and invite ECOLOGY to attend.
- D. The RECIPIENT will submit an updated project schedule and cost estimate prior to the start of construction and whenever major changes occur.
- E. Prior to execution, the RECIPIENT will submit to ECOLOGY any eligible change orders that deviate from ECOLOGY-accepted plans and specifications. ECOLOGY must review and accept all change orders that affect grant eligible activities prior to implementation. Allow 10 calendar days for ECOLOGY review.

Task Goal Statement:

The RECIPIENT will oversee and manage construction, communicate with ECOLOGY in a timely fashion, and provide ECOLOGY with all requested project documentation.

Task Expected Outcome:

The project will be constructed on schedule and in accordance with accepted plans.

Agreement No: WQC-2021-EllePW-00053
 Project Title: Gateway to the City of Ellensburg Stormwater LID Retrofit Project II
 Recipient Name: The City of Ellensburg Public Works Department

Construction Management

Deliverables

Number	Description	Due Date
4.1	Construction Quality Assurance Plan. Upload to EAGL and notify ECOLOGY when upload is complete. Upload ECOLOGY acceptance documentation.	
4.2	Pre-construction conference meeting minutes. Upload to EAGL and notify ECOLOGY when upload is complete.	
4.3	Project Schedule. Upload to EAGL and notify ECOLOGY when upload is complete.	
4.4	Revised construction cost estimates when changes in construction schedule occur. Upload to EAGL and notify ECOLOGY when upload is complete.	
4.5	Change Order(s). Upload to EAGL and notify ECOLOGY when upload is complete. Upload ECOLOGY acceptance documentation.	

Agreement No: WQC-2021-EllePW-00053
 Project Title: Gateway to the City of Ellensburg Stormwater LID Retrofit Project II
 Recipient Name: The City of Ellensburg Public Works Department

SCOPE OF WORK

Task Number: 5 **Task Cost: \$3,900,000.00**

Task Title: Construction

Task Description:

The RECIPIENT shall ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

A. The RECIPIENT will complete construction of the project in accordance with ECOLOGY-accepted plans and specifications. The construction project will include installation of rock-lined bioinfiltration swales and permeable sidewalks to mitigate runoff from 2.57 acres of pollution-generating impervious surfaces.

B. Stormwater Construction Completion Form signed by a professional engineer indicating that the project was completed in accordance with the plans and specifications, and major change orders approved by ECOLOGY's Project Engineer and shown on the Record Drawings. The Stormwater Construction Completion Form can be found on the ECOLOGY website.

Task Goal Statement:

Construction of the project in accordance with ECOLOGY-accepted plans and specifications.

Task Expected Outcome:

Constructed project will provide water quality benefits including reductions in total suspended solids (TSS), oil, dissolved copper, dissolved zinc, and total phosphorus.

Construction

Deliverables

Number	Description	Due Date
5.1	Signed and dated construction contract. Upload to EAGL and notify ECOLOGY when upload is complete.	
5.2	Stormwater Construction Completion Form. Upload to EAGL and notify ECOLOGY when upload is complete.	

Agreement No: WQC-2021-EllePW-00053
Project Title: Gateway to the City of Ellensburg Stormwater LID Retrofit Project II
Recipient Name: The City of Ellensburg Public Works Department

SCOPE OF WORK

Task Number: 6 **Task Cost: \$0.00**

Task Title: Project Close Out

Task Description:

The RECIPIENT shall ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

A. The RECIPIENT will operate and maintain the constructed facility for the design life of the facility. The RECIPIENT will develop and submit an Operations and Maintenance (O&M) plan for all facilities constructed with ECOLOGY funding to ECOLOGY for review. The O&M plan must address long-term activities to assure ongoing pollutant removal and flow-control capability of the project in accordance with the design manual. O&M plan development guidance is located in the Design Deliverables Document available on the ECOLOGY website. Allow 15 calendar days for ECOLOGY review.

B. The RECIPIENT will calculate and submit a final equivalent new/re-development area for the completed retrofit project(s) using the methods outlined in the Design Deliverables Document.

C. The RECIPIENT will submit the final GIS compatible project area in shapefile, geodatabase file, or ECOLOGY-approved equivalent. The project area should include polygon features for stormwater facilities and contributing areas.

D. The RECIPIENT will submit the Recipient Closeout Report (RCOR) in EAGL in accordance with Task 1.

E. The RECIPIENT will submit the Two-page Outcome Summary Report using the ECOLOGY template in accordance to Task 1. Upload the Two-page Outcome Summary Report in the RCOR in EAGL.

Task Goal Statement:

The RECIPIENT will complete all close out submittals in a timely manner.

Task Expected Outcome:

* Timely and complete submittal of O&M plan, equivalent area calculation, GIS, Recipient Closeout Report, and Two-page Outcome Summary Report.

* Proper maintenance of the constructed facility to maintain water quality benefits.

Agreement No: WQC-2021-EllePW-00053
 Project Title: Gateway to the City of Ellensburg Stormwater LID Retrofit Project II
 Recipient Name: The City of Ellensburg Public Works Department

Project Close Out

Deliverables

Number	Description	Due Date
6.1	Facility Operation and Maintenance Plan. Upload to EAGL and notify ECOLOGY when upload is complete. Upload ECOLOGY acceptance documentation.	
6.2	Final, as constructed, equivalent new/redevelopment area determination. Upload to EAGL and notify ECOLOGY when upload is complete.	
6.3	Final, as constructed, project area shapefile, geodatabase file, or ECOLOGY-approved equivalent. Upload to EAGL and notify ECOLOGY when upload is complete. Upload ECOLOGY acceptance documentation.	

Agreement No: WQC-2021-EllePW-00053
 Project Title: Gateway to the City of Ellensburg Stormwater LID Retrofit Project II
 Recipient Name: The City of Ellensburg Public Works Department

BUDGET

Funding Distribution EG210111

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

Funding Title: SFAP Funding Type: Grant
 Funding Effective Date: 07/01/2020 Funding Expiration Date: 07/01/2025

Funding Source:

Title: SFAP - SFY21
 Type: State
 Funding Source %: 100%
 Description: Environmental Legacy Stewardship Account (ELSA) - State

Approved Indirect Costs Rate: Approved State Indirect Rate: 0%
 Recipient Match %: 15%
 InKind Interlocal Allowed: No
 InKind Other Allowed: No
 Is this Funding Distribution used to match a federal grant? No

SFAP	Task Total
Grant and Loan Administration	\$ 250,000.00
Cultural and Environmental Reviews, and Permitting	\$ 200,000.00
Design Plans and Specifications	\$ 400,000.00
Construction Management	\$ 250,000.00
Construction	\$ 3,900,000.00
Project Close Out	\$ 0.00

Total: \$ 5,000,000.00

Agreement No: WQC-2021-EllePW-00053
 Project Title: Gateway to the City of Ellensburg Stormwater LID Retrofit Project II
 Recipient Name: The City of Ellensburg Public Works Department

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
SFAP	15.00 %	\$ 750,000.00	\$ 4,250,000.00	\$ 5,000,000.00
Total		\$ 750,000.00	\$ 4,250,000.00	\$ 5,000,000.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

SECTION 1: DEFINITIONS

Unless otherwise provided, the following terms will have the respective meanings for all purposes of this agreement:

“Administration Charge” means a charge established in accordance with Chapter 90.50A RCW and Chapter 173-98 WAC, to be used to pay Ecology’s cost to administer the State Revolving Fund by placing a percentage of the interest earned in an Administrative Charge Account.

“Administrative Requirements” means the effective edition of ECOLOGY's Administrative Requirements for Recipients of Ecology Grants and Loans at the signing of this agreement.

“Annual Debt Service” for any calendar year means for any applicable bonds or loans including the loan, all interest plus all principal due on such bonds or loans in such year.

“Average Annual Debt Service” means, at the time of calculation, the sum of the Annual Debt Service for the remaining years of the loan to the last scheduled maturity of the loan divided by the number of those years.

“Acquisition” means the purchase or receipt of a donation of fee or less than fee interests in real property. These interests include, but are not limited to, conservation easements, access/trail easements, covenants, water rights, leases, and mineral rights.

“Centennial Clean Water Program” means the state program funded from various state sources.

“Contract Documents” means the contract between the RECIPIENT and the construction contractor for construction of the project.

“Cost Effective Analysis” means a comparison of the relative cost-efficiencies of two or more potential ways of solving a water quality problem as described in Chapter 173-98-730 WAC.

“Defease” or “Defeasance” means the setting aside in escrow or other special fund or account of sufficient investments and money dedicated to pay all principal of and interest on all or a portion of an obligation as it comes due.

“Effective Date” means the earliest date on which eligible costs may be incurred.

“Effective Interest Rate” means the total interest rate established by Ecology that includes the Administrative Charge.

“Estimated Loan Amount” means the initial amount of funds loaned to the RECIPIENT.

“Estimated Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Estimated Loan Amount.

“Equivalency” means projects designated by ECOLOGY to meet additional federal requirements.

“Expiration Date” means the latest date on which eligible costs may be incurred.

“Final Accrued Interest” means the interest accrued beginning with the first disbursement of funds to the RECIPIENT through

Agreement No: WQC-2021-EllePW-00053
Project Title: Gateway to the City of Ellensburg Stormwater LID Retrofit Project II
Recipient Name: The City of Ellensburg Public Works Department

such time as the loan is officially closed out and a final loan repayment schedule is issued.

“Final Loan Amount” means all principal of and interest on the loan from the Project Start Date through the Project Completion Date.

“Final Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Final Loan Amount.

“Forgivable Principal” means the portion of a loan that is not required to be paid back by the borrower.

“General Obligation Debt” means an obligation of the RECIPIENT secured by annual ad valorem taxes levied by the RECIPIENT and by the full faith, credit, and resources of the RECIPIENT.

“General Obligation Payable from Special Assessments Debt” means an obligation of the RECIPIENT secured by a valid general obligation of the Recipient payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

“Gross Revenue” means all of the earnings and revenues received by the RECIPIENT from the maintenance and operation of the Utility and all earnings from the investment of money on deposit in the Loan Fund, except (i) Utility Local Improvement Districts (ULID) Assessments, (ii) government grants, (iii) RECIPIENT taxes, (iv) principal proceeds of bonds and other obligations, or (v) earnings or proceeds (A) from any investments in a trust, Defeasance, or escrow fund created to Defease or refund Utility obligations or (B) in an obligation redemption fund or account other than the Loan Fund until commingled with other earnings and revenues of the Utility or (C) held in a special account for the purpose of paying a rebate to the United States Government under the Internal Revenue Code.

“Guidelines” means the ECOLOGY’s Funding Guidelines that that correlate to the State Fiscal Year in which the project is funded.

“Initiation of Operation Date” means the actual date the Water Pollution Control Facility financed with proceeds of the loan begins to operate for its intended purpose.

“Loan” means the Washington State Water Pollution Control Revolving Fund Loan or Centennial Clean Water Fund (Centennial) Loan made pursuant to this loan agreement.

“Loan Amount” means either an Estimated Loan Amount or a Final Loan Amount, as applicable.

“Loan Fund” means the special fund created by the RECIPIENT for the repayment of the principal of and interest on the loan.

“Loan Security” means the mechanism by which the RECIPIENT pledges to repay the loan.

“Loan Term” means the repayment period of the loan.

“Maintenance and Operation Expense” means all reasonable expenses incurred by the RECIPIENT in causing the Utility to be operated and maintained in good repair, working order, and condition including payments to other parties, but will not include any depreciation or RECIPIENT levied taxes or payments to the RECIPIENT in lieu of taxes.

“Net Revenue” means the Gross Revenue less the Maintenance and Operation Expense.

“Original Engineer’s Estimate” means the engineer’s estimate of construction costs included with bid documents.

“Principal and Interest Account” means, for a loan that constitutes Revenue-Secured Debt, the account created in the loan fund to be first used to repay the principal of and interest on the loan.

“Project” means the project described in this agreement.

“Project Completion Date” means the date specified in the agreement on which the Scope of Work will be fully completed. This term is only used in loan agreements.

“Project Schedule” means that schedule for the project specified in the agreement.

“Revenue-Secured Debt” means an obligation of the RECIPIENT secured by a pledge of the revenue of a utility and one not a general obligation of the RECIPIENT.

“Reserve Account” means, for a loan that constitutes a Revenue Secured Debt and if specifically identified as a term and condition of the funding agreement, the account of that name created in the loan fund to secure the payment of the principal of and interest on the loan.

Agreement No: WQC-2021-EllePW-00053
 Project Title: Gateway to the City of Ellensburg Stormwater LID Retrofit Project II
 Recipient Name: The City of Ellensburg Public Works Department

“Risk-Based Determination” means an approach to sub-recipient monitoring and oversight based on risk factors associated to a RECIPIENT or project.

“Scope of Work” means the tasks and activities constituting the project.

“Section 319” means the section of the Clean Water Act that provides funding to address nonpoint sources of water pollution.

“Senior Lien Obligations” means all revenue bonds and other obligations of the RECIPIENT outstanding on the date of execution of this loan agreement (or subsequently issued on a parity therewith, including refunding obligations) or issued after the date of execution of this loan agreement having a claim or lien on the Gross Revenue of the Utility prior and superior to the claim or lien of the loan, subject only to Maintenance and Operation Expense.

“State Water Pollution Control Revolving Fund (Revolving Fund)” means the water pollution control revolving fund established by Chapter 90.50A.020 RCW.

“Termination Date” means the effective date of ECOLOGY’s termination of the agreement.

“Termination Payment Date” means the date on which the RECIPIENT is required to repay to ECOLOGY any outstanding balance of the loan and all accrued interest.

“Total Eligible Project Cost” means the sum of all costs associated with a water quality project that have been determined to be eligible for ECOLOGY grant or loan funding, including any required recipient match.

“Total Project Cost” means the sum of all costs associated with a water quality project, including costs that are not eligible for ECOLOGY grant or loan funding.

“ULID” means any utility local improvement district of the RECIPIENT created for the acquisition or construction of additions to and extensions and betterments of the Utility.

“ULID Assessments” means all assessments levied and collected in any ULID. Such assessments are pledged to be paid into the Loan Fund (less any prepaid assessments permitted by law to be paid into a construction fund or account). ULID Assessments will include principal installments and any interest or penalties which may be due.

“Utility” means the sewer system, stormwater system, or the combined water and sewer system of the RECIPIENT, the Net Revenue of which is pledged to pay and secure the loan.

SECTION 2: THE FOLLOWING CONDITIONS APPLY TO ALL RECIPIENTS OF WATER QUALITY COMBINED FINANCIAL ASSISTANCE FUNDING.

The Water Quality Financial Assistance Funding Guidelines are included in this agreement by reference and are available on ECOLOGY’s Water Quality Program website.

A. Architectural and Engineering Services: The RECIPIENT certifies by signing this agreement that the requirements of Chapter 39.80 RCW, “Contracts for Architectural and Engineering Services,” have been, or shall be, met in procuring qualified architectural/engineering services. The RECIPIENT shall identify and separate eligible and ineligible costs in the final architectural/engineering services contract and submit a copy of the contract to ECOLOGY.

B. Acquisition: The following provisions shall be in force only if the project described in this agreement is an acquisition project:

a. Evidence of Land Value and Title. The RECIPIENT shall submit documentation of the cost of the property rights and the type of ownership interest that has been acquired.

b. Legal Description of Real Property Rights Acquired. The legal description of the real property rights purchased with funding assistance provided through this agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be incorporated into the agreement before final payment.

c. Conveyance of Rights to the State of Washington. Upon purchase of real property rights (both fee simple and lesser interests), the RECIPIENT shall execute the document necessary to convey certain rights and responsibilities to ECOLOGY, on behalf of the State of Washington. The documents required will depend on the project type, the real property rights being acquired, and whether or not those rights are being acquired in perpetuity (see options below). The RECIPIENT shall use language provided by ECOLOGY, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to ECOLOGY.

Agreement No: WQC-2021-EllePW-00053
 Project Title: Gateway to the City of Ellensburg Stormwater LID Retrofit Project II
 Recipient Name: The City of Ellensburg Public Works Department

Documentation Options:

1. **Deed of Right.** The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, and/or use the property for public purposes consistent with the fund source. RECIPIENTS shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the RECIPIENT has acquired a perpetual easement for public purposes. The RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the deed of right.
2. **Assignment of Rights.** The Assignment of Rights document transfers certain rights such as access and enforcement to ECOLOGY. The RECIPIENT shall use this document when an easement or lease is being acquired for water quality and habitat conservation. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.
3. **Easements and Leases.** The RECIPIENT may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; therefore, the RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the easement or lease.

d. Real Property Acquisition and Relocation Assistance.

1. **Federal Acquisition Policies.** See Section 4 of this agreement for requirements specific to Section 319 and SRF funded projects.
2. **State Acquisition Policies.** When state funds are part of this agreement, the RECIPIENT agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, Chapter 8.26 RCW, and Chapter 468-100 WAC.
3. **Housing and Relocation.** In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this project, the RECIPIENT agrees to provide any housing and relocation assistance required.

e. Hazardous Substances.

1. **Certification.** The RECIPIENT shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(10), and certify:
 - i. No hazardous substances were found on the site, or
 - ii. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site is deemed “clean.”
2. **Responsibility.** Nothing in this provision alters the RECIPIENT's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.
3. **Hold Harmless.** The RECIPIENT will defend, protect and hold harmless ECOLOGY and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the RECIPIENT is acquiring.

f. Restriction On Conversion Of Real Property And/Or Facilities To Other Uses

The RECIPIENT shall not at any time convert any real property (including any interest therein) or facility acquired, developed, maintained, renovated, and/or restored pursuant to this agreement to uses other than those purposes for which funds were approved without prior approval of ECOLOGY. For acquisition projects that are term limited, such as one involving a lease or a term-limited restoration, renovation or development project or easement, this restriction on conversion shall apply only for the length of the term, unless otherwise provided in written documents or required by applicable state or federal law. In such case, the restriction applies to such projects for the length of the term specified by the lease, easement, deed, or landowner agreement.

C. Best Management Practices (BMP) Implementation: If the RECIPIENT installs BMPs that are not approved by

Agreement No: WQC-2021-EllePW-00053
Project Title: Gateway to the City of Ellensburg Stormwater LID Retrofit Project II
Recipient Name: The City of Ellensburg Public Works Department

ECOLOGY prior to installation, the RECIPIENT assumes the risk that part or all of the reimbursement for that activity may be delayed or ineligible. For more details regarding BMP Implementation, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY's Water Quality Program funding website.

D. Electronic Fund Transfers: Payment will be issued through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process or electronic fund transfers, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.

E. Equipment Purchase: Equipment purchases over \$5,000 and not included in the scope of work or the Ecology approved construction plans and specifications, must be pre-approved by ECOLOGY's project manager before purchase. All equipment purchases over \$5,000 and not included in a contract for work being completed on the funded project, must also be reported on the Equipment Purchase Report in EAGL.

F. Funding Recognition: The RECIPIENT must inform the public about ECOLOGY or any EPA (see Section 3.B for Section 319 funded or Section 5.E for SRF funded projects) funding participation in this project through the use of project signs, acknowledgement in published materials, reports, the news media, websites, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Sign logos are available from ECOLOGY's Financial Manager upon request.

G. Growth Management Planning: The RECIPIENT certifies by signing this agreement that it is in compliance with the requirements of Chapter 36.70A RCW, "Growth Management Planning by Selected Counties and Cities." If the status of compliance changes, either through RECIPIENT or legislative action, the RECIPIENT shall notify ECOLOGY in writing of this change within 30 days.

H. Interlocal: The RECIPIENT certifies by signing this agreement that all negotiated interlocal agreements necessary for the project are, or shall be, consistent with the terms of this agreement and Chapter 39.34 RCW, "Interlocal Cooperation Act." The RECIPIENT shall submit a copy of each interlocal agreement necessary for the project to ECOLOGY upon request.

I. Lobbying and Litigation: Costs incurred for the purposes of lobbying or litigation are not eligible for funding under this agreement.

J. Post Project Assessment Survey: The RECIPIENT agrees to participate in a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project approximately three years after project completion. A representative from ECOLOGY's Water Quality Program may contact the RECIPIENT to request this data. ECOLOGY may also conduct site interviews and inspections, and may otherwise evaluate the project, as part of this assessment.

K. Project Status Evaluation: ECOLOGY may evaluate the status of this project 18 months from the effective date of this agreement. ECOLOGY's Project Manager and Financial Manager will meet with the RECIPIENT to review spending trends, completion of outcome measures, and overall project administration and performance. If the RECIPIENT fails to make satisfactory progress toward achieving project outcomes, ECOLOGY may change the scope of work, reduce grant funds, or increase oversight measures.

L. Technical Assistance: Technical assistance for agriculture activities provided under the terms of this agreement shall be consistent with the current U.S. Natural Resource Conservation Service ("NRCS") Field Office Technical Guide for Washington State and specific requirements outlined in the Water Quality Funding Guidelines. Technical assistance, proposed practices, or project designs that do not meet these standards may be eligible if approved in writing by ECOLOGY.

SECTION 3: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND CENTENNIAL CLEAN WATER FUNDED PROJECTS BEING USED TO MATCH SECTION 319 FUNDS.

The RECIPIENT must submit the following documents to ECOLOGY before this agreement is signed by ECOLOGY:

1. Federal Funding Accountability and Transparency Act (FFATA) Form, available on the Water Quality Program website.

Agreement No: WQC-2021-EllePW-00053
 Project Title: Gateway to the City of Ellensburg Stormwater LID Retrofit Project II
 Recipient Name: The City of Ellensburg Public Works Department

2. “Section 319 Initial Data Reporting” form in EAGL.

A. Data Reporting: The RECIPIENT must complete the “Section 319 Initial Data Reporting” form in EAGL before this agreement can be signed by Ecology. This form is used to gather general information about the project for EPA.

B. Funding Recognition and Outreach: In addition to Section 2.F. of these Special Terms and Conditions, the RECIPIENT shall provide signage that informs the public that the project is funded by EPA. The signage shall contain the EPA logo and follow usage requirements available at <http://www2.epa.gov/stylebook/using-epa-seal-and-logo>. To obtain the appropriate EPA logo or seal graphic file, the RECIPIENT may send a request to their Ecology Financial Manager.

To increase public awareness of projects serving communities where English is not the predominant language, RECIPIENTS are encouraged to provide their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable.

The RECIPIENT shall use the following paragraph in all reports, documents, and signage developed under this agreement:

“This project has been funded wholly or in part by the United States Environmental Protection Agency under an assistance agreement to the Washington State Department of Ecology. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the mention of trade names or commercial products constitute endorsement or recommendation for use.”

C. Load Reduction Reporting: The RECIPIENT shall complete the “Section 319 Annual Load Reduction Reporting” form in EAGL by January 15 of each year and at project close-out. ECOLOGY may hold reimbursements until the RECIPIENT has completed the form. This form is used to gather information on best management practices (BMPs) installed and associated pollutant load reductions that were funded as a part of this project.

D. Time Extension: The RECIPIENT may request a one-time extension for up to 12 months. However, the time extension cannot exceed the time limitation established in EPA’s assistance agreement. In the event a time extension is requested and approved by ECOLOGY, the RECIPIENT must complete all eligible work performed under this agreement by the expiration date.

SECTION 4: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

A. Accounting Standards: The RECIPIENT shall maintain accurate records and accounts for the project (PROJECT Records) in accordance with Generally Accepted Accounting Principles (GAAP) as issued by the Governmental Accounting Standards Board (GASB), including standards related to the reporting of infrastructure assets or in accordance with the standards in Chapter 43.09.200 RCW “Local Government Accounting – Uniform System of Accounting.”

B. Acquisitions: Section 319 and SRF Equivalency project RECIPIENTS shall comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)--Public Law 91-646, as amended by the Surface Transportation and Uniform Relocation Assistance Act, PL 100-17-1987, and applicable regulations and procedures of the federal agency implementing that Act.

C. Audit Requirements: In accordance with 2 CFR 200.501(a), the RECIPIENT agrees to obtain a single audit from an independent auditor, if their organization expends \$750,000 or more in total Federal funds in their fiscal year. The RECIPIENT must submit the form SF-SAC and a Single Audit Report Package within 9 months of the end of the fiscal year or 30 days after receiving the report from an independent auditor. The SF-SAC and a Single Audit Report Package MUST be submitted using the Federal Audit Clearinghouse’s Internet Data Entry System available at:

<https://harvester.census.gov/fac/collect/ddeindex.html>. For complete information on how to accomplish the single audit submission, go to the Federal Audit Clearinghouse Web site: <http://harvester.census.gov/fac/>.

D. Archaeological Resources and Historic Properties (Section 106): The RECIPIENT shall comply with the additional requirements under section 106 of the National Historic Preservation Act (NHPA, 36 CFR 800).

E. Data Universal Numbering System (DUNS) and Central Contractor Registration (CCR) Requirements: RECIPIENTS shall

Agreement No: WQC-2021-EllePW-00053
Project Title: Gateway to the City of Ellensburg Stormwater LID Retrofit Project II
Recipient Name: The City of Ellensburg Public Works Department

have a DUNS number. Unless exempted from this requirement under 2 CFR 25.110, the RECIPIENT must ensure that their organization's information in the System for Award Management (SAM), <https://www.sam.gov>, is kept current through project closeout. This requires that the RECIPIENT reviews and updates the information at least annually after the initial registration, and more frequently if information changes.

F. Disadvantaged Business Enterprise (DBE): General Compliance, 40 CFR, Part 33. The RECIPIENT agrees to comply with the requirements of the Environmental Protection Agency's Program for Utilization of Small, Minority, and Women's Business Enterprises (MBE/WBE) 40CFR, Part 33 in procurement under this agreement.

Six Good Faith Efforts, 40 CFR, Part 33, Subpart C. The RECIPIENT agrees to make the following good faith efforts whenever procuring construction, equipment, services, and supplies under this agreement. Records documenting compliance with the following six good faith efforts shall be retained:

- 1) Ensure Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government RECIPIENTS, this shall include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources.
- 2) Make information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.
- 3) Consider, in the contracting process, whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State, and Local Government RECIPIENTS, this shall include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.
- 4) Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.
- 5) Use services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6) If the prime contractor awards subcontracts, require the prime contractor to take the five good faith efforts steps in paragraphs 1 through 5 above.

The RECIPIENT agrees to submit ECOLOGY's Contractor Participation Report Form D with each payment request. Contract Administration Provisions, 40 CFR, Section 33.302. The RECIPIENT agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

Non-discrimination Provision. The RECIPIENT shall not discriminate on the basis of race, color, national origin or sex in the performance of this agreement. The RECIPIENT shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the RECIPIENT to carry out these requirements is a material breach of this agreement which may result in the termination of this contract or other legally available remedies.

This does not preclude the RECIPIENT from enacting broader nondiscrimination protections.

The RECIPIENT shall comply with all federal and state nondiscrimination laws, including but not limited to, Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

In the event of the RECIPIENT's noncompliance or refusal to comply with any applicable nondiscrimination law, regulation, or policy, this agreement may be rescinded, canceled, or terminated in whole or in part and the RECIPIENT may be declared ineligible for further funding from ECOLOGY. The RECIPIENT shall, however, be given a reasonable time in which to cure this noncompliance.

The RECIPIENT shall include the following terms and conditions in contracts with all contractors, subcontractors, engineers,

Agreement No: WQC-2021-EllePW-00053
 Project Title: Gateway to the City of Ellensburg Stormwater LID Retrofit Project II
 Recipient Name: The City of Ellensburg Public Works Department

vendors, and any other entity for work or services pertaining to this agreement.

“The Contractor will not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor will carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under Environmental Protection Agency financial agreements. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in termination of this Contract or other legally available remedies.”

Bidder List, 40 CFR, Section 33.501(b) and (c). The RECIPIENT agrees to create and maintain a bidders list. The bidders list shall include the following information for all firms that bid or quote on prime contracts, or bid or quote subcontracts, including both MBE/WBEs and non-MBE/WBEs.

1. Entity's name with point of contact
2. Entity's mailing address, telephone number, and e-mail address
3. The procurement on which the entity bid or quoted, and when
4. Entity's status as an MBE/WBE or non-MBE/WBE

G. Electronic and information Technology (EIT) Accessibility: RECIPIENTS shall ensure that loan funds provided under this agreement for costs in the development or purchase of EIT systems or products provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology as per Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7. Systems or products funded under this agreement must be designed to meet the diverse needs of users without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology.

H. Hotel-Motel Fire Safety Act: The RECIPIENT shall ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (15 USC 2225a, PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance, or to find other information about the Act. Pursuant to 15 USC 2225a.

I. Trafficking In Persons: The RECIPIENT and RECIPIENT employees that are private entities shall not engage in forms of trafficking in persons during the period of time this agreement is effective. This includes, but is not limited to, the procurement of a commercial sex act or forced labor. The RECIPIENT shall notify ECOLOGY immediately of any information received from any source alleging a violation under this provision.

SECTION 5: THE FOLLOWING CONDITIONS APPLY TO STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

The RECIPIENT must submit the following documents/forms to ECOLOGY before this agreement is signed by ECOLOGY:

1. Financial Capability Assessment Documentation
2. Opinion of RECIPIENT's Legal Council
3. Authorizing Ordinance or Resolution
4. Federal Funding Accountability and Transparency Act (FFATA) Form
5. CWSRF Federal Reporting Information form available in EAGL
6. Fiscal Sustainability Plan Certification Form (only required if the project includes construction of a wastewater or stormwater facility construction)
7. Cost and Effectiveness Analysis Certification Form

A. Alteration and Eligibility of Project: During the term of this agreement, the RECIPIENT (1) shall not materially alter the design or structural character of the project without the prior written approval of ECOLOGY and (2) shall take no action which would adversely affect the eligibility of the project as defined by applicable funding program rules and state statutes, or which would cause a violation of any covenant, condition, or provision herein.

B. American Iron and Steel (Buy American): This loan provision applies to projects for the construction, alteration,

Agreement No: WQC-2021-EllePW-00053
 Project Title: Gateway to the City of Ellensburg Stormwater LID Retrofit Project II
 Recipient Name: The City of Ellensburg Public Works Department

maintenance, or repair of a “treatment works” as defined in the Federal Water Pollution Control Act (33 USC 1381 et seq.)

The RECIPIENT shall ensure that all iron and steel products used in the project are produced in the United States. Iron and Steel products means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The RECIPIENT may request waiver from this requirement from the Administrator of the Environmental Protection Agency. The RECIPIENT must coordinate all waiver requests through ECOLOGY. This provision does not apply if the engineering plans and specifications for the project were approved by ECOLOGY prior to January 17, 2014. ECOLOGY reserves the right to request documentation of RECIPIENT’S compliance with this provision.

C. Authority of RECIPIENT: This agreement is authorized by the Constitution and laws of the state of Washington, including the RECIPIENT’s authority, and by the RECIPIENT pursuant to the authorizing ordinance or resolution. The RECIPIENT shall submit a copy of the authorizing ordinance or resolution to the ECOLOGY Financial Manager before this agreement shall be signed by ECOLOGY.

D. Equivalency Projects: (For designated equivalency projects only)

1. The RECIPIENT must procure architectural and engineering services in accordance with the federal requirements in Chapter 11 of Title 40, U.S.C. (see

www.gpo.gov/fdsys/pkg/USCODE-2011-title40/pdf/USCODE-2011-title40-subtitleI-chap11.pdf).

E. Fiscal Sustainability Plan Certification: The RECIPIENT shall submit a completed Fiscal Sustainability Plan Certification before this agreement is signed by ECOLOGY. The Fiscal Sustainability Plan Certification is available from the ECOLOGY Financial Manager or on the Water Quality Program website.

F. Funding Recognition and Outreach: In addition to Section 2.F of these Terms and Conditions, the RECIPIENT agrees to comply with the EPA SRF Signage Guidance in order to enhance public awareness of EPA assistance agreements nationwide. The signage guidance can be found at:

<http://www.ecy.wa.gov/programs/wq/funding/FundPrgms/CWSRF/SignageGuidanceJune2015.pdf>.

G. Insurance: The RECIPIENT shall at all times carry fire and extended insurance coverage, public liability, and property damage, and such other forms of insurance with responsible insurers and policies payable to the RECIPIENT on such of the buildings, equipment, works, plants, facilities, and properties of the Utility as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, and against such claims for damages as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, or it shall self-insure or participate in an insurance pool or pools with reserves adequate, in the reasonable judgment of the RECIPIENT, to protect it against loss.

H. Litigation Authority: No litigation is now pending, or to the RECIPIENT’S knowledge, threatened, seeking to restrain, or enjoin:

- (i) the execution of this agreement; or
- (ii) the fixing or collection of the revenues, rates, and charges or the formation of the ULID and the levy and collection of ULID Assessments therein pledged to pay the principal of and interest on the loan (for revenue secured lien obligations); or
- (iii) the levy and collection of the taxes pledged to pay the principal of and interest on the loan (for general obligation-secured loans and general obligation payable from special-assessment-secured loans); or
- (iv) in any manner questioning the proceedings and authority under which the agreement, the loan, or the project are authorized. Neither the corporate existence, or boundaries of the RECIPIENT nor the title of its present officers to their respective offices is being contested. No authority or proceeding for the execution of this agreement has been repealed, revoked, or rescinded.

I. Loan Interest Rate and Terms: This loan agreement shall remain in effect until the date of final repayment of the loan, unless terminated earlier according to the provisions herein.

When the Project Completion Date has occurred, ECOLOGY and the RECIPIENT shall execute an amendment to this loan agreement which details the final loan amount (Final Loan Amount), and ECOLOGY shall prepare a final loan repayment schedule. The Final Loan Amount shall be the combined total of actual disbursements made on the loan and all accrued

Agreement No: WQC-2021-EllePW-00053
 Project Title: Gateway to the City of Ellensburg Stormwater LID Retrofit Project II
 Recipient Name: The City of Ellensburg Public Works Department

interest to the computation date.

The Estimated Loan Amount and the Final Loan Amount (in either case, as applicable, a “Loan Amount”) shall bear interest based on the interest rate identified in this agreement as the “Effective Interest Rate,” per annum, calculated on the basis of a 365 day year. Interest on the Estimated Loan Amount shall accrue from and be compounded monthly based on the date that each payment is mailed to the RECIPIENT. The Final Loan Amount shall be repaid in equal installments, semiannually, over the term of this loan “Loan Term” as outlined in this agreement.

J. Loan Repayment:

Sources of Loan Repayment

1. Nature of RECIPIENT's Obligation. The obligation of the RECIPIENT to repay the loan from the sources identified below and to perform and observe all other agreements and obligations on its part, contained herein, shall be absolute and unconditional, and shall not be subject to diminution by setoff, counterclaim, or abatement of any kind. To secure the repayment of the loan from ECOLOGY, the RECIPIENT agrees to comply with all of the covenants, agreements, and attachments contained herein.
2. For General Obligation. This loan is a General Obligation Debt of the RECIPIENT.
3. For General Obligation Payable from Special Assessments. This loan is a General Obligation Debt of the RECIPIENT payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.
4. For Revenue-Secured: Lien Position. This loan is a Revenue-Secured Debt of the RECIPIENT's Utility. This loan shall constitute a lien and charge upon the Net Revenue junior and subordinate to the lien and charge upon such Net Revenue of any Senior Lien Obligations.

In addition, if this loan is also secured by Utility Local Improvement Districts (ULID) Assessments, this loan shall constitute a lien upon ULID Assessments in the ULID prior and superior to any other charges whatsoever.

5. Other Sources of Repayment. The RECIPIENT may repay any portion of the loan from any funds legally available to it.
6. Defeasance of the Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT shall not be entitled to, and shall not affect, an economic Defeasance of the loan. The RECIPIENT shall not advance refund the loan.

If the RECIPIENT defeases or advance refunds the loan, it shall be required to use the proceeds thereof immediately upon their receipt, together with other available RECIPIENT funds, to repay both of the following:

- (i) The Loan Amount with interest
- (ii) Any other obligations of the RECIPIENT to ECOLOGY under this agreement, unless in its sole discretion ECOLOGY finds that repayment from those additional sources would not be in the public interest.

Failure to repay the Loan Amount plus interest within the time specified in ECOLOGY's notice to make such repayment shall incur Late Charges and shall be treated as a Loan Default.

7. Refinancing or Early Repayment of the Project. So long as ECOLOGY shall hold this loan, the RECIPIENT shall give ECOLOGY thirty days written notice if the RECIPIENT intends to refinance or make early repayment of the loan.

Method and Conditions on Repayments

1. Semiannual Payments. Notwithstanding any other provision of this agreement, the first semiannual payment of principal and interest on this loan shall be due and payable no later than one year after the project completion date or initiation of operation date, whichever comes first.

Thereafter, equal payments shall be due every six months.

If the due date for any semiannual payment falls on a Saturday, Sunday, or designated holiday for Washington State agencies, the payment shall be due on the next business day for Washington State agencies.

Payments shall be mailed to:

Department of Ecology
 Cashiering Unit
 P.O. Box 47611

Agreement No: WQC-2021-EllePW-00053
Project Title: Gateway to the City of Ellensburg Stormwater LID Retrofit Project II
Recipient Name: The City of Ellensburg Public Works Department

Olympia WA 98504-7611

In lieu of mailing payments, electronic fund transfers can be arranged by working with ECOLOGY's Financial Manager. No change to the amount of the semiannual principal and interest payments shall be made without a mutually signed amendment to this agreement. The RECIPIENT shall continue to make semiannual payments based on this agreement until the amendment is effective, at which time the RECIPIENT's payments shall be made pursuant to the amended agreement.

2. Late Charges. If any amount of the Final Loan Amount or any other amount owed to ECOLOGY pursuant to this agreement remains unpaid after it becomes due and payable, ECOLOGY may assess a late charge. The late charge shall be one percent per month on the past due amount starting on the date the debt becomes past due and until it is paid in full.
3. Repayment Limitations. Repayment of the loan is subject to the following additional limitations, among others: those on defeasance, refinancing and advance refunding, termination, and default and recovery of payments.
4. Prepayment of Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT may prepay the entire unpaid principal balance of and accrued interest on the loan or any portion of the remaining unpaid principal balance of the Loan Amount. Any prepayments on the loan shall be applied first to any accrued interest due and then to the outstanding principal balance of the Loan Amount. If the RECIPIENT elects to prepay the entire remaining unpaid balance and accrued interest, the RECIPIENT shall first contact ECOLOGY's Revenue/Receivable Manager of the Fiscal Office.

K. Loan Security

Due Regard: For loans secured with a Revenue Obligation: The RECIPIENT shall exercise due regard for Maintenance and Operation Expense and the debt service requirements of the Senior Lien Obligations and any other outstanding obligations pledging the Gross Revenue of the Utility, and it has not obligated itself to set aside and pay into the loan Fund a greater amount of the Gross Revenue of the Utility than, in its judgment, shall be available over and above such Maintenance and Operation Expense and those debt service requirements.

Where collecting adequate gross utility revenue requires connecting additional users, the RECIPIENT shall require the sewer system connections necessary to meet debt obligations and expected operation and maintenance expenses.

Levy and Collection of Taxes (if used to secure the repayment of the loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges to include in its budget and levy taxes annually within the constitutional and statutory tax limitations provided by law without a vote of its electors on all of the taxable property within the boundaries of the RECIPIENT in an amount sufficient, together with other money legally available and to be used therefore, to pay when due the principal of and interest on the loan, and the full faith, credit and resources of the RECIPIENT are pledged irrevocably for the annual levy and collection of those taxes and the prompt payment of that principal and interest.

Not an Excess Indebtedness: For loans secured with a general obligation pledge or a general obligation pledge on special assessments: The RECIPIENT agrees that this agreement and the loan to be made do not create an indebtedness of the RECIPIENT in excess of any constitutional or statutory limitations.

Pledge of Net Revenue and ULID Assessments in the ULID (if used to secure the repayment of this loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges the Net Revenue of the Utility, including applicable ULID Assessments in the ULID, to pay when due the principal of and interest on the loan.

Utility Local Improvement District (ULID) Assessment Collection (if used to secure the repayment of the loan): All ULID Assessments in the ULID shall be paid into the Loan Fund and used to pay the principal of and interest on the loan.

L. Maintenance and Operation of a Funded Utility: The RECIPIENT shall, at all times, maintain and keep the funded Utility in good repair, working order, and condition.

M. Opinion of RECIPIENT's Legal Counsel: The RECIPIENT must submit an "Opinion of Legal Counsel to the RECIPIENT" to ECOLOGY before this agreement will be signed. ECOLOGY will provide the form.

N. Prevailing Wage (Davis-Bacon Act): The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out, in whole or in part, with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and

Agreement No: WQC-2021-EllePW-00053
 Project Title: Gateway to the City of Ellensburg Stormwater LID Retrofit Project II
 Recipient Name: The City of Ellensburg Public Works Department

subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation). These wage determinations shall be incorporated into solicitations and any subsequent contracts. The RECIPIENT shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and sub contracts in excess of \$2,000. The RECIPIENT shall maintain records sufficient to document compliance with the Davis-Bacon Act, and make such records available for review upon request.

The RECIPIENT also agrees, by signing this agreement, to comply with State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the project involves “public work” and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and make such records available for review upon request.

O. Progress Reports: RECIPIENTS funded with State Revolving Fund Loan or Forgivable Principal shall include the following verification statement in the “General Comments” text box of each progress report.

“We verify that we are in compliance with all the requirements as outlined in our funding agreement(s) with the Department of Ecology. This includes but is not limited to:

- The Davis-Bacon Act, 29 CFR (If applicable)
- Washington State Prevailing Wage Rate, Chapter 39.12 RCW (Pertaining to all recipients)
- The Disadvantaged Business Enterprise (DBE), 40 CFR, Part 33”

P. Representations and Warranties: The RECIPIENT represents and warrants to ECOLOGY as follows:

Application: Material Information. All information and materials submitted by the RECIPIENT to ECOLOGY in connection with its loan application were, when made, and are, as of the date the RECIPIENT signs this agreement, true and correct. There is no material adverse information relating to the RECIPIENT, the project, the loan, or this agreement known to the RECIPIENT, which has not been disclosed in writing to ECOLOGY.

Existence; Authority. It is a duly formed and legally existing municipal corporation or political subdivision of the state of Washington or a federally recognized Indian Tribe. It has full corporate power and authority to execute, deliver, and perform all of its obligations under this agreement and to undertake the project identified herein.

Certification. Each payment request shall constitute a certification by the RECIPIENT to the effect that all representations and warranties made in this loan agreement remain true as of the date of the request and that no adverse developments, affecting the financial condition of the RECIPIENT or its ability to complete the project or to repay the principal of or interest on the loan, have occurred since the date of this loan agreement. Any changes in the RECIPIENT’s financial condition shall be disclosed in writing to ECOLOGY by the RECIPIENT in its request for payment.

Q. Sale or Disposition of Funded Utility: The RECIPIENT shall not sell, transfer, or otherwise dispose of any of the works, plant, properties, facilities, or other part of the funded Utility or any real or personal property comprising a part of the funded Utility unless:

1. The facilities or property transferred are not material to the operation of the funded Utility, or have become unserviceable, inadequate, obsolete, or unfit to be used in the operation of the funded Utility or are no longer necessary, material, or useful to the operation of the funded Utility; or
2. The aggregate depreciated cost value of the facilities or property being transferred in any fiscal year comprises no more than three percent of the total assets of the funded Utility; or
3. The RECIPIENT receives from the transferee an amount equal to an amount which will be in the same proportion to the net amount of Senior Lien Obligations and this LOAN then outstanding (defined as the total amount outstanding less the amount of cash and investments in the bond and loan funds securing such debt) as the Gross Revenue of the funded Utility from the portion of the funded Utility sold or disposed of for the preceding year bears to the total Gross Revenue for that period.

Agreement No: WQC-2021-EllePW-00053
 Project Title: Gateway to the City of Ellensburg Stormwater LID Retrofit Project II
 Recipient Name: The City of Ellensburg Public Works Department

4. Expressed written agreement by the ECOLOGY-

The proceeds of any transfer under this paragraph must be used (1) to redeem promptly, or irrevocably set aside for the redemption of, Senior Lien Obligations and to redeem promptly the loan, and (2) to provide for part of the cost of additions to and betterments and extensions of the Utility.

R. Sewer-Use Ordinance or Resolution for Funded Wastewater Facility Projects: If not already in existence, the RECIPIENT shall adopt and shall enforce a sewer-use ordinance or resolution. Such ordinance or resolution shall be submitted to ECOLOGY upon request.

The sewer use ordinance must include provisions to:

- 1) Prohibit the introduction of toxic or hazardous wastes into the RECIPIENT's sewer system.
- 2) Prohibit inflow of stormwater into separated sewer systems.
- 3) Require that new sewers and connections be properly designed and constructed.

S. Termination and Default:

Termination and Default Events

1. For Insufficient ECOLOGY or RECIPIENT Funds. ECOLOGY may terminate this loan agreement for insufficient ECOLOGY or RECIPIENT funds.
2. For Failure to Commence Work. ECOLOGY may terminate this loan agreement for failure of the RECIPIENT to commence project work.
3. Past Due Payments. The RECIPIENT shall be in default of its obligations under this loan agreement when any loan repayment becomes 60 days past due.
4. Other Cause. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance in full by the RECIPIENT of all of its obligations under this loan agreement. The RECIPIENT shall be in default of its obligations under this loan agreement if, in the opinion of ECOLOGY, the RECIPIENT has unjustifiably failed to perform any obligation required of it by this loan agreement.

Procedures for Termination. If this loan agreement is terminated prior to project completion, ECOLOGY shall provide to the RECIPIENT a written notice of termination at least five working days prior to the effective date of termination (the "Termination Date"). The written notice of termination by the ECOLOGY shall specify the Termination Date and, when applicable, the date by which the RECIPIENT must repay any outstanding balance of the loan and all accrued interest (the "Termination Payment Date").

Termination and Default Remedies

No Further Payments. On and after the Termination Date, or in the event of a default event, ECOLOGY may, at its sole discretion, withdraw the loan and make no further payments under this agreement.

Repayment Demand. In response to an ECOLOGY initiated termination event, or in response to a loan default event, ECOLOGY may at its sole discretion demand that the RECIPIENT repay the outstanding balance of the Loan Amount and all accrued interest.

Interest after Repayment Demand. From the time that ECOLOGY demands repayment of funds, amounts owed by the RECIPIENT to ECOLOGY shall accrue additional interest at the rate of one percent per month, or fraction thereof.

Accelerate Repayments. In the event of a default, ECOLOGY may, in its sole discretion, declare the principal of and interest on the loan immediately due and payable, subject to the prior lien and charge of any outstanding Senior Lien Obligation upon the Net Revenue. That is, the loan is not subject to acceleration so long as any Senior Lien Obligations are outstanding.

Repayments not made immediately upon such acceleration will incur Late Charges.

Late Charges. All amounts due to ECOLOGY and not paid by the RECIPIENT by the Termination Payment Date or after acceleration following a default event, as applicable, shall incur late charges.

Intercept State Funds. In the event of a default event and in accordance with Chapter 90.50A.060 RCW, "Defaults," any state funds otherwise due to the RECIPIENT may, at ECOLOGY's sole discretion, be withheld and applied to the repayment

Agreement No: WQC-2021-EllePW-00053
 Project Title: Gateway to the City of Ellensburg Stormwater LID Retrofit Project II
 Recipient Name: The City of Ellensburg Public Works Department

of the loan.

Property to ECOLOGY. In the event of a default event and at the option of ECOLOGY, any personal property (equipment) acquired under this agreement may, in ECOLOGY's sole discretion, become ECOLOGY's property. In that circumstance, ECOLOGY shall reduce the RECIPIENT's liability to repay money by an amount reflecting the fair value of such property. Documents and Materials. If this agreement is terminated, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT shall, at the option of ECOLOGY, become ECOLOGY property. The RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Collection and Enforcement Actions. In the event of a default event, the state of Washington reserves the right to take any actions it deems necessary to collect the amounts due, or to become due, or to enforce the performance and observance of any obligation by the RECIPIENT, under this agreement.

Fees and Expenses. In any action to enforce the provisions of this agreement, reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of legal staff) shall be awarded to the prevailing party as that term is defined in Chapter 4.84.330 RCW.

Damages. Notwithstanding ECOLOGY's exercise of any or all of the termination or default remedies provided in this agreement, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and/or the state of Washington because of any breach of this agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

T. User-Charge System for Funded Utilities: The RECIPIENT certifies that it has the legal authority to establish and implement a user-charge system and shall adopt a system of user-charges to assure that each user of the funded utility shall pay its proportionate share of the cost of operation and maintenance, including replacement during the design life of the project. The user-charge system will include provisions for a connection charge.

In addition, the RECIPIENT shall regularly evaluate the user-charge system, at least annually, to ensure the system provides adequate revenues necessary to operate and maintain the funded utility, to establish reserves to pay for replacement, and to repay the loan.

GENERAL FEDERAL CONDITIONS

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

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY

EXCLUSION:

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

Agreement No: WQC-2021-EllePW-00053
Project Title: Gateway to the City of Ellensburg Stormwater LID Retrofit Project II
Recipient Name: The City of Ellensburg Public Works Department

person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled “CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

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

REQUIREMENTS:

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

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

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

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

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

Agreement No: WQC-2021-EllePW-00053
 Project Title: Gateway to the City of Ellensburg Stormwater LID Retrofit Project II
 Recipient Name: The City of Ellensburg Public Works Department

GENERAL TERMS AND CONDITIONS

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

GENERAL TERMS AND CONDITIONS AS OF LAST UPDATED 7-1-2019 VERSION

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

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

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

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

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological and historic resources. The RECIPIENT must agree to hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - For capital construction projects or land acquisitions for capital construction projects, if required, comply with Governor Executive Order 05-05, Archaeology and Cultural Resources.
 - For projects with any federal involvement, if required, comply with the National Historic Preservation Act.
 - Any cultural resources federal or state requirements must be completed prior to the start of any work on the project site.
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves ground disturbing activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.

Agreement No: WQC-2021-EllePW-00053
 Project Title: Gateway to the City of Ellensburg Stormwater LID Retrofit Project II
 Recipient Name: The City of Ellensburg Public Works Department

- Make the IDP readily available to anyone working at the project site.
 - Discuss the IDP with staff and contractors working at the project site.
 - Implement the IDP when cultural resources or human remains are found at the project site.
- c) If any archeological or historic resources are found while conducting work under this Agreement:
- Immediately stop work and notify the ECOLOGY Program, the Department of Archaeology and Historic Preservation at (360) 586-3064, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement:
- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.

5. ASSIGNMENT

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

6. COMMUNICATION

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

7. COMPENSATION

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

8. COMPLIANCE WITH ALL LAWS

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

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of

Agreement No: WQC-2021-EllePW-00053
 Project Title: Gateway to the City of Ellensburg Stormwater LID Retrofit Project II
 Recipient Name: The City of Ellensburg Public Works Department

Washington which affect wages and job safety.

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

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

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

9. CONFLICT OF INTEREST

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

10. CONTRACTING FOR GOODS AND SERVICES

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

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

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

11. DISPUTES

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

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review. The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

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

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

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

Agreement No: WQC-2021-EllePW-00053
Project Title: Gateway to the City of Ellensburg Stormwater LID Retrofit Project II
Recipient Name: The City of Ellensburg Public Works Department

accordance with the decision rendered.

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

12. ENVIRONMENTAL DATA STANDARDS

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

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

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

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

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

14. INDEMNIFICATION

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

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

15. INDEPENDENT STATUS

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

16. KICKBACKS

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

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

Agreement No: WQC-2021-EllePW-00053
Project Title: Gateway to the City of Ellensburg Stormwater LID Retrofit Project II
Recipient Name: The City of Ellensburg Public Works Department

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

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

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

18. ORDER OF PRECEDENCE

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

19. PRESENTATION AND PROMOTIONAL MATERIALS

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

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

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

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

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

20. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through

Agreement No: WQC-2021-EllePW-00053
Project Title: Gateway to the City of Ellensburg Stormwater LID Retrofit Project II
Recipient Name: The City of Ellensburg Public Works Department

September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.

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

21. PROPERTY RIGHTS

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

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

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

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

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

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

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

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

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

22. RECORDS, AUDITS, AND INSPECTIONS

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

All records shall:

a) Be kept in a manner which provides an audit trail for all expenditures.

b) Be kept in a common file to facilitate audits and inspections.

c) Clearly indicate total receipts and expenditures related to this Agreement.

Agreement No: WQC-2021-EllePW-00053
Project Title: Gateway to the City of Ellensburg Stormwater LID Retrofit Project II
Recipient Name: The City of Ellensburg Public Works Department

d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder. RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

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

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

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

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

24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

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

26. SUSPENSION

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

27. SUSTAINABLE PRACTICES

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

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

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and

Agreement No: WQC-2021-EllePW-00053
Project Title: Gateway to the City of Ellensburg Stormwater LID Retrofit Project II
Recipient Name: The City of Ellensburg Public Works Department

imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,
<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

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

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

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

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

b) For Convenience

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

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

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

c) By Mutual Agreement

Agreement No: WQC-2021-EllePW-00053
Project Title: Gateway to the City of Ellensburg Stormwater LID Retrofit Project II
Recipient Name: The City of Ellensburg Public Works Department

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

d) In Event of Termination

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

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

29. THIRD PARTY BENEFICIARY

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

30. WAIVER

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



CITY COUNCIL AGENDA REPORT

City Council Meeting Date:	January 4, 2021
Item Title/Agenda Subject:	City-County Library Services Agreement
Submitted by:	Josephine Camarillo Library
Recommended Action or Motion:	Council is requested to authorize the Mayor to sign the 2021 City-County Library Services Agreement and approve necessary budget adjustments.
Background/Summary:	<p>The annual City-County Library Services Agreement for 2021 has been approved by Kittitas County Commissioners. On November 6, 2020, the Kittitas County Regional Library Advisory Board, consisting of the Ellensburg, Kittitas, Roslyn and Cle Elum City Libraries, presented to the County Commissioners their request for annual funding for library services.</p> <p>The Ellensburg Public Library requested \$111,000 from the County for the year 2021 to help with costs in serving county residents in unincorporated areas. The County has agreed to pay \$111,000 for contract services with the Ellensburg Public Library to provide library services. This is the same amount of funding that was provided in 2020.</p>
Previous Council Action:	Council approved the 2020 City-County Services Agreement on January 6, 2020.
Analysis:	Library usage from county residents comprise of at least 33% of our current cardholders. Typically during our annual summer reading program, 30% of youth participants are county residents.
Financial Impact:	The \$111,000 in County funding will help cover additional costs to provide materials and services to county residents. The amount of \$111,000 was included in the 2021 budget.
Attachments:	City-County Library Services Agreement

**CITY-COUNTY LIBRARY SERVICES AGREEMENT
CITY OF ELLENSBURG**

THIS AGREEMENT is entered into on this 15th day of December 2020 between the City of Ellensburg (“City”) and Kittitas County (“County”), whereby the City, in return for stated consideration, agrees to provide library services to residents of the County.

WHEREAS, the Ellensburg City Council desires to make available to all County Citizens the materials of the Ellensburg Public Library, upon certain terms and conditions; and

WHEREAS, the County desires to contract for library services from the Ellensburg Public Library for all its residents, and is willing to provide payments from its current revenues to assist in obtaining and reducing the costs of such services for its residents; Now, Therefore,

The parties AGREE as follows:

1. Services. The usual public library services provided by the Ellensburg Public Library will be provided to all residents of the County who come to the library to use its facilities in accordance with its rules, regulations, operating policies and procedures. This includes the ability to borrow or check out library materials for persons who reside in the unincorporated areas of the County.
2. Compensation. Kittitas County shall pay directly to the City the sum of \$111,000.00 as a subsidy to the City for Library services provided annually to unincorporated County residents from January 1 through December 31. Payment shall be made on a quarterly basis on the last day of March, June, September and December. Payments shall be made at such times as to allow their receipt and deposit before the last business day of the month due.

County residents who reside in an unincorporated area of the County may obtain a library card from the City, allowing them to borrow or check out library materials at the City of Ellensburg Public Library.

3. Records. The following statistics shall be compiled and maintained by the Ellensburg Public Library and reported to the Kittitas County Board of Commissioners annually:
 - (a) The number of individuals receiving library cards;
 - (b) Statistics on library materials circulation comparative to the previous year’s circulation statistics; and

- (c) Comparative statistics reflecting the services received by residents of unincorporated Kittitas County to the total services provided by the Library.
- 4. Amendments. Any amendment to this agreement shall be in writing and shall be only as specifically authorized by the Kittitas County Board of County Commissioners and the Ellensburg City Council.
- 5. Duration of Agreement. This agreement shall take effect January 1, 2021, and shall continue in effect for a period of one year until December 31, 2021; SUBJECT, HOWEVER, to the County's right to cancel or terminate the agreement, without penalty or obligation by the County for further payment, at any time for any reason during said period on a prorated basis and to recover as refund from the City of Ellensburg any prepayment made by the County for remaining unused portions of the County's quarterly payment, upon Thirty (30) Days written notice by the County to the City of Ellensburg, sent certified mail, return receipt requested.

DATED this 15th day of December 2020.

**BOARD OF COUNTY COMMISSIONERS
KITTITAS COUNTY, WASHINGTON**

CITY OF ELLENSBURG



Brett Wachsmith, Chairman

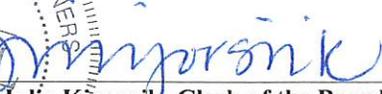
Mayor



Laura Osiadacz, Vice-Chairman



Cory Wright, Commissioner

ATTEST:


Julie Kjorsvik, Clerk of the Board

ATTEST:

City Clerk

Approved as to form:

Kittitas County Prosecuting Attorney

Approved as to form:

City Attorney





CITY COUNCIL AGENDA REPORT

City Council Meeting Date:	January 4, 2021
Item Title/Agenda Subject:	Bid Award - Bid Call 2020-32 for Polyethylene Natural Gas Pipe
Submitted by:	Darin Yusi Public Works & Utilities
Recommended Action or Motion:	Award Bid Call 2020-32 to 2M Company the lowest responsive and responsible bidder for polyethylene natural gas pipe.
Background/Summary:	The City Gas Division purchases pipe for inventory every year or two depending on the need for development projects within the utility territory. The current bid will provide the Gas Division with enough inventory for anticipated projects in 2021 and provide enough inventory to meet minimum material stock requirements. Bids were received on Wednesday, December 16, 2020 for the above mentioned material. Staff requests City Council award Bid Call 2020-32 to 2M Company, the lowest responsive and responsible bidder.
Previous Council Action:	None
Analysis:	Staff went through the formal bid process for the polyethylene natural gas pipe. Two bids were received: 2M Company submitted a bid for \$60,784.00 and Performance Pipe submitted an incomplete bid packet which has been determined non-responsive. Staff has reviewed the bid submitted and recommends Council award Bid Call 2020-32 to 2M Company.
Financial Impact:	Materials purchases are included in the annual budget and adequate budget exists in the 2021 budget for the purchase of the polyethene natural gas pipe.

Laurie Gigstead

From: Kirsten Sackett
Sent: Tuesday, December 29, 2020 4:12 PM
To: Laurie Gigstead
Subject: Marc Brown Resignation from Landmarks & Design Commission

Good Afternoon Laurie,

I am emailing you to let you know that we have received a resignation from a member of the Landmarks & Design Commission. Marc Brown, who serves as one of three required design professionals, has stated that as his business continues to expand he is no longer able to commit the time necessary to participate in the meetings. He has said that it has been a pleasure to serve on the Commission, as he recognizes the important role of the Landmarks & Design Commission as our community continues to grow.

I appreciate your assistance in forwarding this information on to City Council.

Kirsten Sackett
Community Development Director
501 N. Anderson Street
Ellensburg, WA 98926
Office: (509) 962-7232
Email: sackettk@ci.ellensburg.wa.us

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 CONTRACTIUAL 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.


AUDITING OFFICER

12/29/2020
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 **4TH DAY OF JANUARY 2021**. THE COUNCIL, BY A VOTE, HAS APPROVED FOR PAYMENT THE VOUCHERS INCLUDED IN THE AB OVE LIST AND FURTHER DESCRIBED AS FOLLOWS:

Claims Fund				Total Amounts	
Check #'s	151273	TO	151406	\$	899,038.40
EFT #'s	4577	TO	4599	\$	466,400.93

Payroll Fund				Total Amounts	
Check #'s	95257	TO	95265	\$	11,673.40
Direct Deposits	59138	TO	59340	\$	370,123.11

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

ATTEST: _____
CITY CLERK



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: January 4, 2021

Item Title/Agenda Subject: Board and Commission Applications.

Submitted by: Laurie Gigstead City Manager Department

Recommended Action or Motion: Conduct introduction of Hongtao Dang and consider board and commission appointment.

Background/Summary: Two people have recently applied to serve on the Affordable Housing Commission. As directed by Council, applications are presented to Council for consideration. The attached chart shows current vacancies and applicants. Copies of the applications for appointment are attached to the agenda report.

Previous Council Action: N/A

Analysis: There is currently one vacancy on the Affordable Housing Commission.

Financial Impact: None.

Attachments:
[B and C Agenda Report Chart 1-4-21](#)
[Emma Johnson Application](#)
[Hongtao Dang Application](#)

Boards and Commissions	Affordable Housing Commission	Arts Commission	Building Appeals Board	Civil Service Commission	Ellensburg Business Development Authority Board	Environmental Commission	Landmarks and Design Commission	Library Board	Lodging Tax Advisory Committee	Parks and Recreation Commission	Planning Commission	Public Transit Advisory Committee	Senior Citizens Advisory Commission	Utility Advisory Committee
MEMBERS	7	7	5	3	7	7	7	7	7	7	7	7	7	7
Residency Requirements	Y	N	N	Y	N	Y	Y	Y	N	Y	Y	N	N	Y
Current Members within City Limits	5	2	0	3	1	6	5	5	4	7	6	6	4	6
Current Members Outside City Limits	1	4	3	0	5	1	1	2	0	0	1	0	3	0
Current Members Outside but in UGA	0	0	0	0	0	0	0	0	0	0	0	0	0	0
VACANCIES	1	1	2	0	1	0	1	0	3	0	0	1	0	1
APPLICANTS														
Emma Johnson	1 st													
Hongtao Dang	1 st													

Laurie Gigstead

From: noreply@civicplus.com
Sent: Tuesday, December 8, 2020 6:11 PM
To: Laurie Gigstead
Subject: [Ext] Online Form Submittal: Application for Appointment

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

Application for Appointment

Application for Appointment
For volunteering to serve on a Board or Commission

Boards & Commissions Parks and Recreation Commission

Name of Applicant: Emma Johnson

Address

Mailing Address (If
Different)

City Ellensburg

State Washington

Zip 98926

Email Address

Phone Number

Length of Residence in 3 years
Ellensburg

Do you live within the city Yes
limits?

If applying for the Sr. *Field not completed.*
Citizens' Advisory Board, are
you at least 55 years of
age?

Occupation Status and Insurance broker for Ahola Benefits Consulting in Cle Elum,
Background: Washington. Went to college at CWU and graduated with a

bachelors in English. Worked for Thorp Fruit and Antique while in college.

Organization Affiliations: N/A

Why are you seeking appointment? I would like to get more involved in the community, and have always been a fan of how well the parks and recreation department does in the town.

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

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

Boards & Commissions Library Board

Boards & Commissions Affordable Housing Commission

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

Laurie Gigstead

From: noreply@civicplus.com
Sent: Tuesday, December 29, 2020 10:12 AM
To: Laurie Gigstead
Subject: [Ext] Online Form Submittal: Application for Appointment

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

Application for Appointment

Application for Appointment
For volunteering to serve on a Board or Commission

Boards & Commissions Affordable Housing Commission

Name of Applicant: Hongtao Dang

Address

Mailing Address (If Different) *Field not completed.*

City ELLENSBURG

State WA

Zip 98926

Email Address

Phone Number

Length of Residence in Ellensburg 1.5 years

Do you live within the city limits? Yes

If applying for the Sr. Citizens' Advisory Board, are you at least 55 years of age? *Field not completed.*

Occupation Status and Background: I am a tenure-track assistant professor in the construction management program at Central Washington University. I am on a nine-month contract with Central to provide teaching,

research, and services.

I have a Ph.D. degree in Construction Engineering and Management from Iowa State University with approximately six years of teaching experience and six years of professional working experience. I managed hotel, multifamily, senior living, and apartment projects in many states such as Florida, New York, Iowa, Minnesota, South Carolina, and Colorado. I am also a registered Professional Engineer in a few states, including Washington state.

At Iowa State, I taught project management for civil engineers and senior design. At Central Washington University, I teach the following courses: Construction Documents, Plane Surveying, Building Services Systems, Soils and Foundations, Senior Design, and Construction Accounting and Finance. I advocate for sustainability and cost-efficiency in both engineering and construction and promote diversity and inclusion in both workforce development and business enterprises. My research interests are disadvantaged business enterprises, modular construction, and integrated project delivery methods.

Organization Affiliations:	Central Washington University
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Why are you seeking appointment?	Affordable housing is an essential and critical commission to address the needs of low-income households (e.g., improving affordability, reducing cost-burden, and increasing housing supply) in Ellensburg. I have the knowledge and experience in developing, designing, engineering, and constructing commercial buildings, hotels, and apartments. I want to contribute my expertise by serving on the commission to help to solve the issues we face locally in Ellensburg.
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Will you be able to attend meetings regularly if appointed?	Yes
---	-----

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

Boards & Commissions	<i>Field not completed.</i>
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Boards & Commissions	<i>Field not completed.</i>
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Email not displaying correctly? [View it in your browser.](#)

January 4, 2021
Ellensburg City Council Meeting
City Hall
501 N. Anderson St.
Ellensburg, WA 98926

Dear Ellensburg City Council Members:

Greetings and Happy New Year!

Kittitas County Climate Action Coalition Group is a consortium of interested stakeholders working toward helping leadership find paths toward implementing carbon-reduction strategies in Kittitas County.

Each month, we will offer a brief overview of guidance which we feel is applicable for local participation.

Although we are not mandated by any local government entity, our title is derived from another city in Washington, Bellingham, who has built the groundwork that our group will base its guidance strategy suggestions. Their report, the Bellingham “Climate Task Force Final Report 12-2-2019.pdf” is the basis for our work.

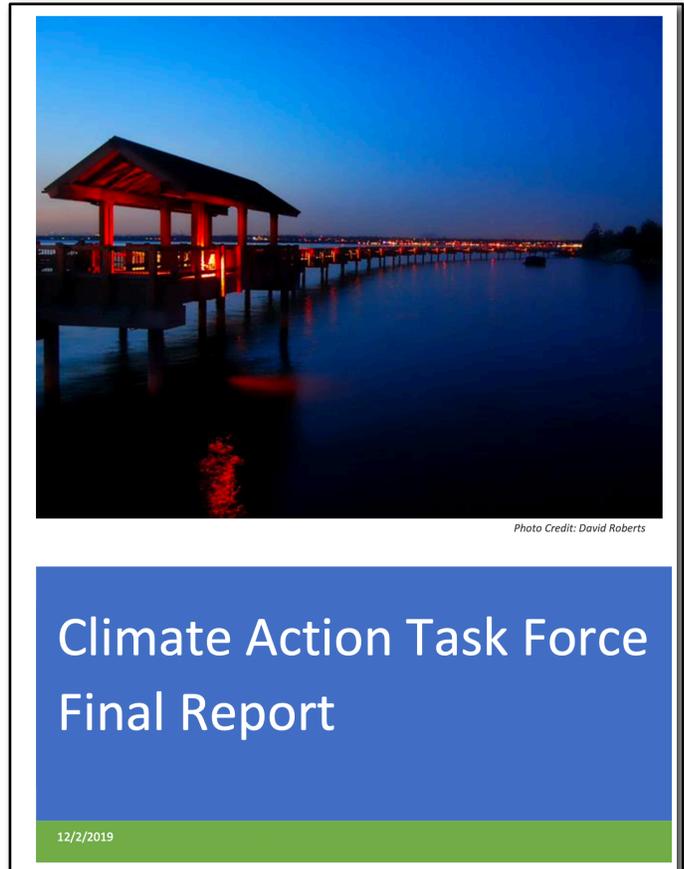
We realize Bellingham is a much larger city than Ellensburg, however, the work they have done can scale to any size city. Most cities have similar support like utilities, public transportation, school district bus fleets and buildings, etc.

The webpage for this group is: <https://cob.org/gov/public/bc/climate-bc>. The link to their final report is included on their webpage.

Bellingham Climate Action Task Force Directives:

In May of 2018 The Bellingham City Council passed Resolution 2018-06 to create the Climate Action Plan Task Force to develop recommendations to achieve accelerated 100% renewable energy targets, taking into account financial, technological and societal challenges resulting from such a transition. This limited-term Task Force has the following directives:

- *Adopt a triple bottom line, plus technology philosophy*
- *Determine feasibility, costs and impacts of the 100% renewable energy ambitions*
- *Develop 100% renewable energy targets*
- *Identify funding mechanisms and develop a plan to achieve the Task Force’s recommended 100% renewable targets*



Cover of the document “Climate Task Force Final Report 12-2-2019.pdf”

- *Develop accelerated greenhouse gas emissions targets for the Council to consider for adoption*
- *Identify policy considerations to attain accelerated targets*

Suggestions:

1. Do a greenhouse gas emissions inventory for the City of Ellensburg. City of Bellingham defined these inventories into 4 sectors: Buildings, Transportation, Energy Supply and Land Use.

Consider adding other local stakeholders:

- Add School District Inventories
- Add Central Washington University Inventories
- Invite Kittitas and Cle Elum to participate in inventories

For the Ellensburg natural gas utility, it's easy to find out our annual 'inventories' because Washington State requires each utility to report its GHG (greenhouse gas emissions) every year. These reports are collated and compiled by our State Department of Ecology.

A. City of Ellensburg Utility: 2019 - 44,845 metric tons CO2 emitted

City of Ellensburg's natural gas utility:

<https://ghgdata.epa.gov/ghgp/service/facilityDetail/2019?id=1003428&ds=S&et=undefined&popup=true>

B. CWU natural gas plant: 2018 - 13,669 Metric Tons of CO2 emitted

CWU's onsite natural gas utility plant: <https://data.wa.gov/Natural-Resources-Environment/WA-GHG-Reporting-Multi-Year-Dataset/jbe2-ek4r/data>

The person to contact for further information is:

Neil Caudill
 Department of Ecology
 Air Quality Program
 P.O. Box 47600
 Olympia, WA 98504-7600
 360-407-6811
neil.caudill@ecy.wa.gov

Other GHG inventories might include transportation (city buses and utility vehicles), and school bus fleets. These inventories should also be readily available in annual fuel reports.

Did You Know:

When methane enters the atmosphere it is 129 times more potent than CO2 at trapping heat and 86 times stronger over a 20 year period.

2. One of the other suggestions to help define inventories and strategies, is to use the ICLEI ClearPath software:

Their website is iceiusa.org:



What is ClearPath?

“ClearPath is a powerful, advanced web application for energy and greenhouse gas emissions management. Cloud-based, secure and always accessible, it’s easier than ever to store your climate and energy data, collaborate with colleagues, and use new features as soon as they are available. More than 500 cities, towns and counties have used ClearPath, making it the most widely-used tool for managing local climate mitigation efforts. Starting with the natural gas GHG inventories will allow you to have a good idea what is happening in Ellensburg for this specific carbon emitter.”

Next month, our group will offer possible solutions moving forward for reducing natural gas in buildings.

Sincerely,
Kittitas County Climate Action Coalition Group
Paula McMinn • Meghan Anderson
kccacg@gmail.com



CITY COUNCIL AGENDA REPORT

- City Council Meeting Date:** January 4, 2021
- Item Title/Agenda Subject:** Public Hearing (Legislative) and First Reading of an Ordinance amending the Ellensburg Comprehensive Plan
- Submitted by:** Kirsten Sackett Community Development
- Recommended Action or Motion:**
1. Conduct public hearing.
 2. Approve the Comprehensive Plan amendments for Docket Item 20-01 as submitted by Staff
 3. Approve the amendments to the Introduction Section of the Comprehensive Plan as submitted by Staff, in partial completion of Docket Items 20-02 and 20-03, and refer the remainder of Docket Items 20-02 and 20-03 into the 2021 year.
 4. Conduct first reading of the Ordinance (attached).
- Background/Summary:** Three proposed amendments to the Comprehensive Plan were submitted during this year's annual docketing process. The submittal forms for each proposed amendment are included in this report (Exhibits 1-3), indicating who submitted the proposal and the rationale provided by the applicant for the proposed amendment.
- Under the requirements of the State Growth Management Act (GMA), the City is allowed to amend its Comprehensive Plan one time each year. City Council has adopted a formal amendment process that allows for amendments to be proposed by any member of the community, any City Council member, any City Board or Commission, or City Staff.
- All docketed amendment proposals shall be considered by the City concurrently so the cumulative effect of the various proposals can be ascertained.
- Previous Council Action:** At their July 20, 2020 meeting, City Council approved a motion to docket all three of the proposed Comprehensive Plan amendments, Docket Items 20-01, 20-02 and 20-03.
- Analysis:** Chapter 15.250.090(D) of the ECC outlines the procedures for

the annual Comprehensive Plan update, including requirements for public noticing and public hearings held before the Planning Commission and City Council.

PUBIC NOTICE.

Notice of the 2020 annual comprehensive plan amendment process, including timelines and deadlines for submittals, was published in the Daily Record on June 11, 2020 (Exhibit 6). Two docket proposals were submitted by City staff, and one docket proposal was submitted by a member of the public.

Notice of the Planning Commission's December 3, 2020 public hearing was published in the Daily Record on November 19, 2020 (Exhibit 7). Notice of Council's January 4, 2021 public hearing was published in the Daily Record on December 19, 2020 (Exhibit 8).

SEPA AND STATE REVIEW.

The public comment period for the State Environmental Policy Act (SEPA) review process was initiated with a Public Notice in the Daily Record on October 31, 2020 (Exhibit 9). The comment period ended on November 23, 2020 with no comments received. A SEPA Determination of Non-Significance (DNS) was issued on November 24, 2020 (Exhibit 10).

The required 60-day notice of intent to adopt Comprehensive plan amendments was submitted to the Washington State Department of Commerce on October 14, 2020 (Exhibit 11). An acknowledgement letter from the Department of Commerce was received on the same day (Exhibit 12). The 60-day review period was complete on December 13, 2020.

DOCKET PROPOSALS

The following three proposals were docketed by City Council for amendments to the Comprehensive Plan.

Docket Proposal 20-01. This docketing request (**Exhibit 1**) is a proposal to provide an annual update to the 6-Year Capital Improvement Plans. The amendments will address the upcoming budget year. The proponents for this amendment include the following City of Ellensburg departments:

Community Development, Parks and Recreation, and Public Works and Utilities.

Amendments are proposed to "Appendix A: 6-Year Capital Improvement Plans" of the Comprehensive Plan. See **Exhibit 4** for the following proposed 6-year Capital Improvement Plans from each city department with a capital facilities budget:

- Electric
- Information Technology
- Natural Gas
- Parks and Recreation
- Sewer System
- Stormwater
- Telecommunications
- Transportation
- Wastewater Treatment
- Water System

Various elements of the Capital Improvement Plans have been gathered from other plans previously adopted by the City. An updated Transportation Improvement Plan was approved by the City in December 2020.

Docket Proposal 20-02. This docketing request (**Exhibit 2**) was submitted by the City's Community Development Department. As stated in the docketing request, this proposal is to:

"Add additional language to the Comprehensive Plan which focuses on the City's commitment to diversity, equity and inclusivity. This would be accomplished by:

- Adding additional value statements and/or clarifying language to the Introductory Section of the Comp Plan; and
- Adding a new chapter that expands and focuses on the Plan's existing commitment to diversity, equity and inclusivity. The new chapter will provide goals, priorities and actions items developed by the Mayor's subcommittee on inclusion and diversity."

City Council is committed to demonstrating their support of, and commitment to this docketing request. In 2020 a Council

subcommittee on Inclusivity, Diversity and Equity was created to focus attention on this topic within the Ellensburg community. The subcommittee began holding Listening Sessions with diverse and various groups in the community to share stories and ideas on this topic. The meetings were smaller in nature to ensure each participant's voice would be heard. Some meetings were held in person, while some were held remotely due to the COVID-19 restrictions. The Listening Sessions continued through the fall of 2020, and a report with recommendations made by the subcommittee was presented to City Council during their meeting of December 7, 2020. The information gleaned during the Listening Sessions held through September was used to update the Value Statements found in the Introduction section of the Comprehensive Plan.

Please refer to **Exhibit 5** for the proposed amendments to the Introductory Section of the Comprehensive Plan. Please note that a NEW value statement has been added that celebrates the Inclusion, Diversity, and Equity in Ellensburg. In addition, amendments have been made to the following EXISTING value statements: Small Town Feel and Sense of Community; Downtown and Local Economy; Local Government and Community Service Organizations; Local Arts, Culture and Year-Round Events; and Natural Environment and Central Location.

Proposed new language is shown as underlined. Any language proposed to be deleted from the text is depicted with a ~~strike-through~~.

The information gathered during the Listening sessions will also be utilized to aid in the creation of the new chapter focused on Inclusivity, Diversity, and Equity that has been docketed by Council. Due to time constraints, the new chapter will not be added to the Comp Plan in 2020 and will instead be continued into the 2021 year. This will allow for more time to conduct additional public engagement activities and events with the community in order to develop the new chapter. The new Chapter will include background and context of the topic that is relevant and specific to Ellensburg, and the additional time will allow for the development of specific Goals, Policies and Action Items that result from the community conversations on this topic.

Docket Proposal 20-03. This docketing request (**Exhibit 3**) was submitted by community member Trenton Gardner. This proposal is also requesting that a new chapter be added to the Comprehensive Plan “devoted to equity, diversity and inclusion in our community. Because the lived experiences of Black, Indigenous, People of Color (BIPOC) are critical to such a chapter it is important the effort is led by these members in our community.” Please refer to Exhibit 3 for the full text of this docket proposal.

For the same reason as stated in the description of Docket Item 20-02, this docket request to develop the new chapter focused on equity, diversity and inclusion will be carried forward into the 2021 year, for anticipated adoption during the 2021 annual Comprehensive Plan amendment process.

This docket proposal 20-03 also included the following request:

“Proposed language for amendment: Move to form a commission that will develop a new chapter focused on equity, diversity, and inclusion to include in the 2020 update to Ellensburg City Comprehensive Plan.”

As a matter of clarification, the request to form a new commission is not an item that would actually be included as text in the Comprehensive Plan. It is an item that would occur through separate City Council action.

The City Council voted at their December 7, 2020 meeting to move forward with the creation of a new Council Commission that would be dedicated to Inclusion, Diversity and Equity in Ellensburg. The authority to create this new Commission will occur through the development of a new section in Title 1 of the Ellensburg City Code. As with any other text amendments to the City Code, Council will hold a public hearing and two readings on the proposed ordinance.

Once created, the new Commission will play a major role in developing the new Chapter for the Comprehensive Plan. They will be tasked with developing a robust and transparent community engagement process to be utilized during the development of the new chapter. In response to Docket proposal 20-03 the new Commission will coordinate with members of the BIPOC community, CWU students, and other

diverse segments of the community in order to develop the new chapter.

The proposed 2020 revisions to the Value Statements in the Introductory Section of the Comprehensive Plan can be utilized as a starting point for developing the new chapter to the Comprehensive Plan. If, during future community conversations, there is a desire to update or revise these proposed 2020 Value Statements or other amendments to the Introduction section, there is always an opportunity to request amendments during the annual amendment process.

PROCEDURAL REQUIREMENTS

On December 2, 2020, the Planning Commission held a public hearing pursuant to the procedural requirements for Comprehensive Plan amendments, as outlined in ECC 15.250.090(D)(6):

6. The planning commission shall schedule and hold a public hearing on the docketed amendments and shall then make a recommendation to city council prior to council's first regular meeting in October. The planning commission shall make one of four decisions in considering comprehensive plan text and map amendments:
 - a. Approval in the form submitted for public hearing;
 - b. Approval with changes;
 - c. Approval in part; or
 - d. Disapproval;

No written comments were received in advance of the public hearing, and no members of the public testified during the public hearing. At the conclusion of the hearing, the Commission voted for "approval in part." More specifically, the Planning Commission recommended approval of Docket Item 20-01 to update the 6-year Capital Improvement Plan. Five commissioners voted in favor, and two abstained. In response to Docket Items 20-02 and 20-03, the Planning Commission did not vote to approve as submitted. The Commission voted, with six in favor, one against, on the following motion:

"Recommend to City Council that the specific language on the first page of the Introduction Section, urging the city council to

address the ideas of Inclusivity, Diversity, and Equity (IDE) be approved, but all subsequent language relating to IDE not be approved in 2020, and wait for the new IDE Commission to be appointed to draft the new language addressing Inclusivity, Diversity and Equity."

The Commission felt that it would be more appropriate for the new IDE Commission to develop the language of not only the new IDE chapter, but the amendments to the Value Statements as well. They wanted to ensure that enough time and attention, and diversity of voices were included in the development of the Comp Plan amendments. They also wanted to ensure that the language in the Introductory section references "age" and "sexual orientation". Finally, the Commission also noted that it would be appropriate to include definitions for the terms "Inclusion", "Diversity" and "Equity" in the Definitions section of the Comp Plan.

The next step in the amendment process is to conduct a public hearing before City Council, as outlined in ECC 15.250.090(D):

7. A public hearing to consider the docketed amendments shall be scheduled for city council's first regular meeting in October. Any appeal of the SEPA threshold determination shall also be heard at that public hearing;
8. The city council, after a recommendation from staff and the planning commission, and after holding a public hearing, shall make one of the following decisions:
 - a. Approval in accordance with the findings and recommendations submitted by the planning commission;
 - b. Approval with modifications;
 - c. Refer all or part of the plan text or map amendment proposal back to the planning commission;
 - d. Refer all or part of the plan text or map amendment proposal to the following year's annual amendment process; or
 - e. Disapprove.

If the city council's decision is to refer the amendment request back to the planning commission, the council must specify which matters it wishes reconsidered by the planning commission. The final form and content of the comprehensive

plan is determined by the city council.

This year the City Council deadlines were extended beyond October to allow additional time for the Listening Sessions to take place, and for development of the community value statements. Confirmation has been received from the Department of Commerce that the delay will not pose any compliance issues for the City.

STAFF RECOMMENDATION: Staff is recommending that the Docket Item 20-01 be approved as submitted to allow for the most current Capital Improvement Plan to be included in the Appendix of the Comprehensive Plan.

Staff additionally recommends that Docket Item 20-02 be approved in part to include the amendments to the Introductory section, as submitted, and that the portions of Docket Items 20-02 and 20-03, requesting a new chapter that focuses on Inclusivity, Equity and Diversity, be referred to the 2021 annual amendment process. This will allow for the additional time necessary for the new IDE Commission to be developed, and for the IDE Commission to lead the community through a robust and transparent engagement process for developing the new chapter of the Comprehensive Plan.

Attached for review is a draft Ordinance to be considered by City Council for partial adoption of the 2020 amendments to the Comprehensive Plan.

Financial Impact: N/A

Attachments:

- [Exhibit 1_Docket 20-01 Submittal CIPs](#)
- [Exhibit 2_Docket 20-02 Submittal Diversity Chapter Proposal](#)
- [Exhibit 3_Docket 20-03 Submittal Diversity Chapter Proposal 2](#)
- [Exhibit 4_Docket Amendment 19-01 Proposed CIP Updates](#)
- [Exhibit 5_Docket Amendment 19-01 & 19-02 Proposed Value Statements](#)
- [Exhibit 6_June 11 Public Notice of Comp Plan Docketing](#)
- [Exhibit 7_Dec 3 PC Public Hearing Notice](#)
- [Exhibit 8_Jan 4 CC Public Hearing Notice](#)
- [Exhibit 9_Comp Plan SEPA Legal Notice](#)
- [Exhibit 10_November 24 SEPA DNS](#)
- [Exhibit 11_Commerce 60-day notice](#)
- [Exhibit 12_Commerce Acknowledgement Letter](#)
- [2020 Comp Plan Ordinance to CC 1st Rdg](#)



Comprehensive Plan Amendment Proposal

PA-16

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

Application Name: Annual CIP Update **Docket #:** 20-01

OFFICE USE ONLY

OFFICE USE ONLY

Date Application Received: 6/29/20 **Received by:** Jamey Ayling

Applicant:

Name: Community Development Department Daytime Phone: 509-962-7232

Mailing Address: 501 N. Anderson Street Fax Number: _____

City/State/Zip: Ellensburg, WA 98926 Signature: _____

Professional License No: _____ E-mail: sackettk@ci.ellensburg.wa.us

Agent/Consultant/Attorney: (mandatory if primary contact is different from applicant)

Name: _____ Daytime Phone: _____

Mailing Address: _____ Fax Number: _____

City/State/Zip: _____ E-mail: _____

Signature _____

Please provide a statement in the space provided below or on an attached sheet as needed for the suggested change(s) to the comprehensive plan with regards to the relevant criteria listed below:

- Detailed statement of the proposal and reason for the amendment including proposed language for amendment;
- Anticipated impacts of the change, including the geographic area affected and issues presented;
- Why existing comprehensive plan should not continue in effect or why existing criteria no longer apply;
- How the change would be compliant with the Growth Management Act;
- How the change would be compliant with the Countywide Planning Policies; and
- How functional plans (e.g. subarea plans, utility plans) and capital improvement programs (e.g. transportation improvement program) support the change.

Annual update to Appendix A, 6-year Capital Improvement Plans.
Each year the 6-year capital improvement plans need to be updated. Supporting information will be developed during the budget process in the fall, prior to the October public hearing with City Council to adopt the comprehensive plan amendments.



Comprehensive Plan Amendment Proposal

PA-16

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

Application Name: Diversity & Inclusivity Element **Docket #:** 20-02

OFFICE USE ONLY

OFFICE USE ONLY

Date Application Received: 6/29/20 **Received by:** Jamey Ayling

Applicant:

Name: Community Development Department Daytime Phone: 509-962-7232

Mailing Address: 501 N. Anderson Street Fax Number: _____

City/State/Zip: Ellensburg, WA 98926 Signature: _____

Professional License No: _____ E-mail: sackettk@ci.ellensburg.wa.us

Agent/Consultant/Attorney: (mandatory if primary contact is different from applicant)

Name: _____ Daytime Phone: _____

Mailing Address: _____ Fax Number: _____

City/State/Zip: _____ E-mail: _____

Signature _____

Please provide a statement in the space provided below or on an attached sheet as needed for the suggested change(s) to the comprehensive plan with regards to the relevant criteria listed below:

- Detailed statement of the proposal and reason for the amendment including proposed language for amendment;
- Anticipated impacts of the change, including the geographic area affected and issues presented;
- Why existing comprehensive plan should not continue in effect or why existing criteria no longer apply;
- How the change would be compliant with the Growth Management Act;
- How the change would be compliant with the Countywide Planning Policies; and
- How functional plans (e.g. subarea plans, utility plans) and capital improvement programs (e.g. transportation improvement program) support the change.

See attached page for responses to above criteria.

Supporting Narrative for Docket Proposal #20-02:

- This docketing proposal is to add additional language to the Comprehensive Plan which focuses on the City’s commitment to diversity, equity and inclusivity. This will be accomplished by:
 - 1) Adding additional value statements and/or clarifying language to the Introductory Section of the Comp Plan; and
 - 2) Adding a new chapter that expands and focuses on the Plan’s existing commitment to diversity, equity and inclusivity. The new chapter will provide goals, priorities and actions items developed by the Mayor’s subcommittee on inclusion and diversity.

The new element will focus on goals advocated by the American Planning Association to “include the voices and perspectives of those from historically undervalued and underserved populations to help the [City, County, and State] move forward with strength, resilience, and equity” (planning.org).

- The geographic area covered by the City of Ellensburg Comprehensive Plan encompasses the City limits and associated Urban Growth Area. However, it is anticipated that the intended impacts of these Comp Plan amendments would have impacts on not only City residents, but all those who are visitors to our City.
- This would not be a replacement section, as there currently are no criteria within the Comp Plan specific to diversity and inclusion.
- Regarding compliance with the GMA:

The proposed addition to the Comp Plan is not a “mandatory” element, as specified by RCW 36.70A.070, that is currently missing, but rather it would be an additional element. It would, however, be compliant with Planning Goal #11 of RCW 36.70A.020:

(11) Citizen participation and coordination. Encourage the involvement of citizens in the planning process and ensure coordination between communities and jurisdictions to reconcile conflicts.

- The amendment would be compliant with the following Vision Statement of the 2016 draft of the County-wide Planning Policies (emphasis added):

VISION STATEMENT: This statement is a general vision of the future of our county, toward which this framework and these policies aim. Kittitas County and the cities will value and protect and enhance the quality of life by protecting the visual and physical environment; fostering economic opportunity, diversity, and security; supporting a wide range of natural resource-based industries; ensuring

access to recreational opportunities; promoting educational excellence; and providing for affordable housing and accessible transportation.

- It is currently unknown if any functional plans or capital improvement programs (CIP) would support the new chapter, but rather the ideal would be that the new chapter inform future functional and CIP's.



Comprehensive Plan Amendment Proposal

PA-16

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

Application Name: Equity & Diversity Commission Docket #: 20-03

OFFICE USE ONLY

OFFICE USE ONLY

Date Application Received: 6/30/20 Received by: Kelli McDonald

Applicant:

Name: Trenton Gardner Daytime Phone: 253-792-9662

Mailing Address: 1107 Brookdale Road E Fax Number: _____

City/State/Zip: Tacoma, Wa, 98445 Signature: Trenton Gardner

Professional License No: WDL25R6G633B E-mail: Gardner.Trenton@aol.com

Agent/Consultant/Attorney: (mandatory if primary contact is different from applicant)

Name: _____ Daytime Phone: _____

Mailing Address: _____ Fax Number: _____

City/State/Zip: _____ E-mail: _____

Signature _____

Please provide a statement in the space provided below or on an attached sheet as needed for the suggested change(s) to the comprehensive plan with regards to the relevant criteria listed below:

- Detailed statement of the proposal and reason for the amendment including proposed language for amendment;
- Anticipated impacts of the change, including the geographic area affected and issues presented;
- Why existing comprehensive plan should not continue in effect or why existing criteria no longer apply;
- How the change would be compliant with the Growth Management Act;
- How the change would be compliant with the Countywide Planning Policies; and
- How functional plans (e.g. subarea plans, utility plans) and capital improvement programs (e.g. transportation improvement program) support the change.

1. Detailed statement of the proposal and reason for the amendment including proposed language for amendment

In 2016, as part of the City's efforts to develop a comprehensive plan, an in-depth survey of the Ellensburg community was completed. One value identified by the community is, "We value a diverse, inclusive, and equitable community that is welcoming and supportive to everyone because it enriches our lives and enhances our individual and community well-being" (pg. 7, Ellensburg Comprehensive Plan). However, the plan does not currently include any actionable items to speak to this value.

Ellensburg City Council should rectify this by developing a chapter in the Comprehensive Plan devoted to equity, diversity, and inclusion in our community. Because the lived experiences of Black, Indigenous, People of Color (BIPOC) are critical to such a chapter, it is important the effort is led by these members of our community. BIPOC students at Central Washington University (CWU), as important members of our community, should also be included in the development of an equity, diversity, and inclusion chapter. These students make up a large portion of our community and their experiences are important to include. "The median age in Ellensburg and Kittitas County reflect the large population of college students. During Spring 2017, there were over 9,600 students attending university on-campus in Ellensburg, or about half of the population of Ellensburg, and just a quarter of the population of Kittitas County." (pg. 126, Ellensburg Comprehensive Plan). The development of this chapter, particularly if led by BIPOC community members, will benefit public health, safety and general welfare; will result in long-term benefits to the whole community, not just some; and is consistent with other goals and policies of the comprehensive plan and will maintain concurrency between the land use, transportation and capital facilities elements of the plan.

Proposed language for amendment: Move to form a commission that will develop a new chapter focused on equity, diversity, and inclusion to include in the 2020 update to Ellensburg City Comprehensive Plan.

2. Anticipated impacts of the change, including the geographic area affected and issues presented

The U.S. Census estimated in 2019 Ellensburg's BIPOC community to be about a quarter of the overall population (<https://www.census.gov/quickfacts/ellensburgcitywashington>). However, there are no actions or plans taking place that provide for the inclusivity of this group. Anticipated impacts of this change would be a more equitable and inclusive community that takes seriously the concerns of all its members.

In thinking about the development of this chapter many outcomes to better provide a more equitable and inclusive community come to mind. For example: the city's Parks and Recreation department could create programming that centers BIPOC kids or an annual BBQ for the whole community to come together and get to know one another. Actions like these will not only benefit the BIPOC residents of the community, they will also benefit businesses and other residents alike. Businesses will have the opportunity to promote themselves, while getting to learn stories and experiences of those that don't look too familiar. This relationship will provide an opportunity for economic growth and will allow BIPOC people to feel more comfortable in entering the actual community and spending money at local businesses rather than corporate

locations. Creative ideas like these also highlight the need noted in question 1 that this effort be led by BIPOC community members, including CWU students.

3. Why existing comprehensive plan should not continue in effect or why existing criteria no longer apply

The plan does not currently speak to this need.

4. How the change would be compliant with the Growth Management Act

Developing a chapter on equity, diversity, and inclusion would be compliant with the Growth Management Act in multiple ways. The clearest connection can be seen in planning goal 11, “Citizen participation and coordination. Encourage the involvement of citizens in the planning process and ensure coordination between communities and jurisdictions to reconcile conflicts” (Planning Goals, RCW.36.70A.020). Currently the needs of a segment of our community are not being adequately addressed in the comprehensive plan. The planning goals also encompass transportation, housing, economic development, open space and recreation, environment, and public facilities and services, all of which greatly affect BIPOC members of our community.

5. How the change would be compliant with the Countywide Planning Policies

The vision statement for the Countywide Planning Policies is, “Kittitas County and the cities will value and protect and enhance the quality of life by protecting the visual and physical environment; fostering economic opportunity, diversity, and security; supporting a wide range of natural resource-based industries; ensuring access to recreational opportunities; promoting educational excellence; and providing for affordable housing and accessible transportation.” Including a chapter on equity, diversity, and inclusion is in line with this vision and will speak to each of the ways Kittitas County and the cities have committed to valuing, protecting, and enhancing the quality of life for all of our community.

6. How functional plans (e.g. subarea plans, utility plans) and capital improvement programs (e.g. transportation improvement program) support the change.

The development of a chapter on equity, diversity, and inclusion will help identify any changes needed to functional plans within the City of Ellensburg. By ensuring the development of this chapter is led by BIPOC members of our community, including CWU students of color, the City will have a better understanding of their needs and how to address those within its functional plans, if they are not already.

6-YEAR CAPITAL IMPROVEMENT PLANS

These 6-Year Capital Improvement Plans are hereby incorporated by reference into the City of Ellensburg Comprehensive Plan as an Appendix to the Capital Facilities and Utilities Chapter. The Capital Improvement Plans will be reviewed and updated annually.

Table 23. Electric Utility 6-year Capital Improvement Plan

Project	2021	2022	2023	2024	2025	2026
Electric System Plan						
Plan Update (every 6 years)			\$100,000			
System Expansion						
New Services	\$49,930	\$52,426	\$55,047	\$57,800	\$60,690	\$63,580
New Meters	\$62,607	\$65,738	\$69,025	\$72,476	\$76,100	\$79,723
New OH Conductors & Equipment	\$73,796	\$77,486	\$81,360	\$85,428	\$89,700	\$93,971
New UG Conductors	\$283,661	\$297,844	\$312,736	\$328,373	\$344,791	\$361,210
UG Conduits & Vaults	\$140,212	\$147,222	\$154,583	\$162,313	\$170,428	\$178,544
New Line Transformers	\$55,146	\$57,903	\$60,798	\$63,838	\$67,030	\$70,222
New Street Lighting	\$16,196	\$17,006	\$17,856	\$18,749	\$19,687	\$20,624
Capitol Projects						
Bull Road Extension	\$ 830,000					
Berry to Bull Rd Tie		\$ 200,000				
Canyon Rd I90 Crossing Reconductor (D2-1)	\$ 100,000					
Bowers Rd to Reecer Creek Extension (HE-2)			\$ 250,000	\$ 250,000		
Feeder 15 Airport Rd to Bender (HE-1)				\$ 300,000		
Univ. Way Gateway	\$ 1,700,000					
Mountain View Reconductor (D2-2)	\$ 500,000					
Sanders to Alder Tie (HE-3)			\$ 80,000			
Sanders to Brick Rd (HE-4)			\$ 175,000			
Anderson/Umptanum Rd Tie				\$ 150,000		
Wildcat street Feeder System					\$ 315,000	\$ 315,000
Street Lighting Laminated / Fiberglass Pole Replacement/ Misc. Lighting Upgrades	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
Radio Road Conversion			\$ 180,000			
Substation Improvements						
Sub Land Purchase		\$ 500,000				
D1 Dolarway Substation Improvement	\$ 432,000	\$ 970,000	\$ 1,400,000			
Total	\$ 4,293,548	\$ 2,435,625	\$ 2,986,406	\$ 1,538,977	\$ 1,193,425	\$ 1,232,874
GRAND TOTAL	\$13,680,855					

Table 24. Information Technology Capital Improvement Plan

Project	2021	2022	2023	2024	2025	2026	2027
IT System Plan							
Plan Updates (every 2 years)		\$20,000		\$20,000		\$20,000	
IT Computer Replacements							
Hardware	\$65,000	\$65,000	\$65,000	\$65,000	\$65,000	\$65,000	\$65,000
Software	\$34,000	\$34,000	\$34,000	\$34,000	\$34,000	\$34,000	\$34,000
Consultant Services	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000
IT Enterprise Applications							
Hardware	177,000	50,000	50,000	50,000	50,000	50,000	50,000
Records Management				\$50,000	\$5,000	\$5,000	\$5,000
CIS replacement		505,000	105,000	55,000	55,000	55,000	55,000
Software	\$80,000	\$185,000	\$185,000	\$185,000	\$185,000	\$185,000	\$185,000
Consultant Services	\$167,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000
IT Network Resources							
Hardware	\$170,000	\$60,000	\$35,000	\$40,000	\$40,000	\$20,000	\$20,000
Software	\$53,000	\$53,000	\$53,000	\$53,000	\$53,000	\$53,000	\$53,000
Consultant Services	\$32,000	\$32,000	\$32,000	\$32,000	\$32,000	\$32,000	\$32,000
Off Site Data/DR	\$32,000	\$100,000	\$50,000	20,000	20,000	20,000	20,000
Cable Upgrade to Category 5e		20,000	10,000	5,000	5,000	5,000	5,000
Implement Phone System		50,000	20,000	15,000			
GIS System Plan							
Plan Updates (every 3 years)		\$15,000			\$15,000		
GIS Implementation							
GIS - Asset Management System		\$93,500	83,500	40,000	\$40,000	40,000	40,000
GIS - Permit, licensing, and Service Applications				90,000	\$20,000	20,000	20,000
GIS Network Resources							
Hardware	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
Software	\$28,000	\$52,000	\$52,000	\$52,000	\$52,000	\$52,000	\$52,000
Consultant Services	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000
Total	\$726,000	\$1,439,500	\$879,500	\$911,000	\$776,000	\$761,000	\$741,000
GRAND TOTAL	\$6,234,000						

Table 25. Natural Gas Utility Capital Improvement Plan

Project	2021	2022	2023	2024	2025	2026
Gas System Plan						
Plan Updates (every 6 years)						\$70,000
System Improvements						
No 6 Road South of Willis Road	\$10,400					
No 6 Road North of Willis Road	\$22,000					
Misc. Looping, Uprating	\$20,000	\$20,000	\$30,000	\$30,000	\$30,000	\$30,000
University Way (Gateway I)	\$100,000					
Vantage Highway (Gateway II)				\$100,000		
Bull Road/Berry Road/I-90 Underpass	\$900,000					
Pipe Boring under Roads, RR, and Creeks		\$40,000	\$40,000	\$50,000	\$50,000	\$50,000
Misc. System Improvements	\$60,000	\$90,000	\$95,000	\$100,000	\$120,000	\$120,000
Tap/Regulator Station Upgrades						
Seattle Gate Upgrade - Telemetry	\$50,000					
Kittitas Tap Station - Telemetry	\$50,000					
Kittitas Tap Station Upgrades	\$40,000					\$250,000
Kittitas Tap Station Land Acquisition						\$100,000
CWU/TCF Telemetry/Upgrades	\$40,000					
Cathodic Protection System Improvements						
Anode Bed Replacements			\$50,000	\$50,000		
Cathodic Protection (CP) System Study					\$65,000	
Cathodic Protection Close Interval Survey		\$20,000				
Tap Station CP Interference Testing/Analysis		\$15,000				
Meter/ERT Upgrades/Improvements						
Meter Proving/Refurbish	\$10,000	\$12,000	\$12,000	\$15,000	\$15,000	\$15,000
Meter/ERT Change-Outs	\$10,000	\$20,000	\$20,000	\$30,000	\$30,000	\$35,000
Developments						
Misc. System Developments	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000
Total	\$1,462,400	\$367,000	\$397,000	\$525,000	\$460,000	\$820,000
GRAND TOTAL	\$4,031,400					

Table 26. Parks and Recreation Capital Improvement Plan

Project	2021	2022	2023	2024	2025	2026
Rotary Pavilion property acquisition	\$500,000					
North Alder Street Park Sprayground	\$250,000					
Irene Rinehart Park Playground			\$200,000			
New Senior/Recreation Center				\$15,000,000		
McElroy Park Improvements				\$30,000		
Kiwanis Park Skatepark Improvements				\$545,000		
Rotary Park and Trail Development	\$500,000					\$5,000,000
New Park Acquisition					\$200,000	
Mt View Park Multipurpose Court Improvements		\$40,000				
Mt. View Park Tennis Court Development (6)			\$410,000			
Palouse to Cascades State Park Trail Reconnection		\$825,000	\$75,000	\$200,000	\$500,000	\$300,000
Yakima River Trail			\$750,000			
Racquet and Recreation Center Improvements				\$75,000		\$425,000
Irene Rinehart Park Improvements						\$1,827,000
Skatepark Improvements					\$150,000	
Kleinberg Park Improvements					\$17,000	
Lions Mt. View Improvements						\$188,300
Paul Rogers Park Improvements		\$118,000				
Reed Park Improvements					\$167,000	
South Main Entry Park Improvements						\$20,000
Veterans Memorial Park Improvements					\$401,000	
West Ellensburg Park Improvements					\$432,600	
Wipple Park Improvements				\$105,700		
Off Leash Park Phase II		\$10,000				
Total	\$1,250,000	\$993,000	\$1,435,000	\$15,955,700	\$1,867,600	\$7,760,300
GRAND TOTAL	\$29,261,600					

Table 27. Sewer System Capital Facility Improvement Plan

Project	2021	2022	2023	2024	2025	2026	2027-2038
General Sewer Plan and I/I Investigation	\$ 250,000						
Maintenance Issues & Concrete & Clay Pipe Replacement	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$1,300,000
Concrete & Clay Pipe Replacement							\$4,050,000
Cora Street Pump Station ⁽¹⁾							\$486,000
Bull Road Extension	\$1,953,000						
Anderson Road Extension	\$1,900,000						
Total	\$ 4,203,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000		\$ 5,836,000
GRAND TOTAL	\$10,439,000.00						

Table 28. Stormwater Capital Improvement Plan

Project	2021	2022	2023	2024	2025	2026
Reecer Currier levee and bridge design						
Dolarway Bridge and Levee	\$2,400,000					
Effectiveness Monitoring						
University Avenue Gateway Project (Wenas to Whiskey Cr.)	\$3,227,000					
University Avenue Gateway Project (Vista Rd. to E. CL)	\$400,000	\$ 5,000,000				
Total	\$ 6,027,000	\$ 5,000,000	\$ -	\$ -	\$ -	\$ -
GRAND TOTAL	\$11,027,000.00					

Table 29. Telecommunications Capital Improvement Plan

Project	2020	2021	2022	2023	2024	2025
Strategic Plan						
Plan Updates (every 3 years)			\$20,000			
System Improvements						
WWTP Fiber Optic Connection				55,000	\$55,000	
Bull Road				20,000		
Hardware Refreshment	25,000	25,000	100,000	25,000	25,000	25,000
Outdoor Plant Improvements	\$48,000	\$48,000	\$48,000	\$48,000	\$48,000	\$48,000
Gateway 1		\$20,000				
Gateway 2		\$20,000				
Telecom Connections	\$50,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
Telecom Infrastructure	\$55,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
Line Extensions						
Commercial Customers	\$50,000	\$50,000	25,000	25,000	25,000	25,000
Wireless Improvements						
Community WiFi, Wireless Equipment for DR/Backup or Temporary Svc.		\$10,000	10,000	10,000		
Total	\$228,000	\$183,000	\$213,000	\$193,000	\$163,000	\$108,000
GRAND TOTAL	\$1,088,000					

Table 30. Transportation Capital Improvement Plan

		CITY OF ELLENSBURG	PUBLIC HEARING DATE:							12/21/2020		
		6-YEAR TRANSPORTATION IMPROVEMENT PLAN	ADOPTION DATE:							12/21/2020		
		2021 TO 2026 (INCLUDES CURRENT WORK REMAINING IN 2020)	RESOLUTION NO.							TBD		
		REVENUE BY YEAR (thousands)										
		SOURCE	2020*	2021	2022	2023	2024	2025	2026		TOTALS	
		ARTERIAL STREET	342	114	108	308	108	108	108		1,196	
		REGIONAL STBG	1,011	427	0	0	0	490	540		2,468	
		SALES TAX RESERVE	630	644	0	936	756	938	515		4,419	
		FEDERAL SAFE ROUTES TO SCHOOL & PEDESTRIAN/BICYCLE GRANTS	0	0	570	0	1,000	0	0		1,570	
		WSDOT SAFETY PROGRAM	125	1,199	440	0	1,200	0	0		2,964	
		TRANSPORTATION IMPROVEMENT BOARD (TIB) - Grant Programs	500	470	927	2,310	1,500	1,826	890		8,423	
		DISTRESSED COUNTY SALES/USE TAX	0	65	334	400	0	0	375		1,174	
		1/4 CENT REAL ESTATE EXCISE TAX	0	270	80	125	330	75	30		910	
		MAP-21 TRANSPORTATION ALTERNATIVES PROGRAMS	0	0	0	0	1,470	0	0		1,470	
		DOE FISCAL YEAR WATER QUALITY GRANT	70	2,573	0	319	319	3,612	0		6,893	
		COUNTY LODGING TAX GRANT	0	67	0	0	0	0	0		67	
		LOCAL LODGING TAX FUNDS	0	66	0	0	0	0	0		66	
		STREET	65	0	0	0	0	0	0		65	
		TRANSIT	272	0	15	0	0	0	0		287	
		OTHER AGENCY	979	591	85	0	0	0	0		1,655	
		LOCAL IMPROVEMENT DISTRICT (LID) / DEFERRALS	0	160	0	0	200	765	600		1,725	
		TRAFFIC IMPACT FEES	750	273	609	1,284	600	676	665		4,857	
		NOT FUNDED	0	0	0	0	0	0	0		0	
		TOTAL REVENUE	4,744	6,919	3,168	5,682	7,483	8,490	3,723		40,209	
Funding (S/P)	PROJECT	EXPENDITURES BY YEAR (thousands)										
		2020*	2021	2022	2023	2024	2025	2026	Future	TOTALS	Arterial Street Fund	
1	S	Bridge Inspections	3	3	3	3	3	3	3	0	21	21
2	S	Engineering Transfer	15	15	15	15	15	15	15	0	105	105
3	S	Signal Optimization	25	25	25	25	25	25	25	0	175	175
4	S	Alley Reconstruction (Annual)	65	65	65	65	65	65	65	0	455	455
5	S	Cora Street Curb/Sidewalk - 15th Avenue to Palouse to Cascades (PTC) Trail	375	0	0	0	0	0	0	0	375	
6	S	Main Street Overlay - Mountain View Ave. to 3rd Ave.	600	0	0	0	0	0	0	0	600	
7	S	Helena Ave. Complete Streets Sidewalk Improvements - Water St. to Walnut St.	500	0	0	0	0	0	0	0	500	
8	S	Willow Street Improvements - Mtn. View Ave. to Capitol Ave.	1,170	0	0	0	0	0	0	0	1,170	234
9	S	14th/Wildcat-Signal/Channelization	667	0	0	0	0	0	0	0	667	
10	S	18th/Walnut- Signal/Channelization	687	0	0	0	0	0	0	0	687	
11	S	Transit Capital Improvements (Misc)	272	0	0	0	0	0	0	0	272	
12	P	1st Ave Sidewalk Improvements - Ruby St. to Sampson St. - North Side	0	195	0	0	0	0	0	0	195	
13	S	Main St. Corridor Intersection Enhancements	190	1145	0	0	0	0	0	0	1,335	
14	S	Capitol Ave. Sidewalk Replacement - Main St. to Sampson St.	0	75	0	75	0	75	0	0	225	
15	P	Helena Ave Overlay - Water St. to Airport Road	0	700	0	0	0	0	0	0	700	
16	P	Large Scale Wayfinding Implementation Project	0	133	0	0	0	0	0	0	133	
17	P	Canyon/90 EB Ramps-Signal/Illumination/Rechannel and Sidewalks	0	708	0	0	0	0	0	0	708	
18	S	University Way Gateway - Nanum Street to Red Horse Diner	100	3,027	0	0	0	0	0	0	3,127	
19	P	Palouse to Cascades Reconnect Trail - Sanders to Airport	0	0	670	0	0	0	0	0	670	
20	S	University Way and Reece Creek Road Signalization	75	518	0	0	0	0	0	0	593	
21	P	W. Univ. Way Ped. Impr. - Lighting & Widen North Shoulder - Hwy 97 to Red Hors	0	60	440	0	0	0	0	0	500	6
22	S	5th Ave. and Railroad Ave. Traffic Signal Installation	0	65	395	0	0	0	0	0	460	
23	S	Alder St and 14th Ave Signalization - PTC Reconnect Trail from 14th to KVEC	0	185	1,425	0	0	0	0	0	1,610	
24	P	Multimodal Facility	0	0	100	0	0	0	0	0	100	
25	P	Alder St Sidewalk - One Side - Capitol Ave to 4th Ave	0	0	30	0	30	0	30	0	90	
26	P	Wildcat Way/18th - Signal/Illumination	0	0	0	594	0	0	0	0	594	
27	P	University Way/Water Street-Signal Modification/Illumination/Widening	0	0	0	2,800	0	0	0	0	2,800	
28	P	Downtown Slurry Seal	0	0	0	550	0	0	0	0	550	
29	P	Water St. Overlay - University Way to Manitoba, Manitoba from Water to Main	0	0	0	1,180	0	0	0	0	1,180	200
30	P	Mtn View/Ruby-Signal Modification/NB/SB Right Turn	0	0	0	0	2,000	0	0	0	2,000	
31	P	University Way Sidewalks - Brick Rd. to Vista Rd.	0	0	0	0	1,700	0	0	0	1,700	
32	P	Pfenning Rd Sidewalks - 3rd Ave to 14th Ave (joint with County)	0	0	0	0	3,270	0	0	0	3,270	
33	P	Industrial Way Improvements - LID	0	0	0	0	0	1,065	0	0	1,065	
34	P	Canyon/Umptanum-Signal Modification/Illumination/Widening	0	0	0	0	0	2,252	0	0	2,252	
35	P	Canyon Rd./Main St. Overlay - Umptanum to Mtn View, 3rd Ave to University Way	0	0	0	0	0	740	0	0	740	
36	P	University Way Gateway II - Vista Rd to east City Limits	0	0	0	375	375	4,250	0	0	5,000	
37	P	3rd Ave. Paverstone Sidewalks and Historic Lighting - Water St. to Depot	0	0	0	0	0	0	674	0	674	
38	P	Capitol Ave. Improvements - Willow St. to Oak St.	0	0	0	0	0	0	1,271	0	1,271	
39	P	Airport Road Sidewalk Improvements - Dean Nicholson to N. City Limits	0	0	0	0	0	0	975	0	975	
40	P	3rd/Ruby-Signal/Illumination	0	0	0	0	0	0	665	0	665	
41	P	Umptanum/Anderson/Railroad Ave. Road Widening/Overlay (Joint w/ County)								10,000	10,000	
42	P	Brick Road Sidewalk Extension								600	600	
43	P	5th/Ruby-Signal/Illumination/Rechannel								665	665	
44	P	Helena/Walnut-Signal/Illumination/Widening								665	665	
45	P	Helena/Water-Signal/Illumination/Widening								797	797	
46	P	Manitoba/Ruby-Signal/Illumination/Realignment								2,452	2,452	
47	P	University Way/Alder-Signal Modification/Widening								1,208	1,208	
48	P	University Way/Main-Signal Modification/Illumination/Widening								2,731	2,731	
49	P	Water/Bender Signal/Illumination								825	825	
50	P	Airport/Bender Signal/Illumination								857	857	
51	P	18th/Alder Signal/Illumination								649	649	
		TOTAL EXPENDITURE	4,744	6,919	3,168	5,682	7,483	8,490	3,723	21,449	61,658	1,196
		ARTERIAL STREET FUND BEGINNING BALANCE (01/01/2020)	888	661	662	669	476	483	490			
		EST. GAS TAX REVENUE & SCHEDULED SALES TAX TRANSFER	115	115	115	115	115	115	115			
		ARTERIAL STREET FUND ENDING BALANCE	661	662	669	476	483	490	497			

*Current year projects shown for accounting purposes.

**TIP plans calls for road widening/impr. projects to be funded from Sales Tax Reserve, to replace the Federal STP funding which is now shown for potential asphalt overlay funding. (Average annual need to overlay the arterial street system on a 15 year cycle is in excess of \$800,000 per year.)

Table 31. Wastewater Treatment Capital Improvement Plan

Project	2021	2022	2023	2024	2025	2026	2027-2038
Digester and GBT Building Electrical Upgrades	\$500,000	\$348,000					
Recirculation Pump Station			\$275,000				
Boiler Building			\$40,000				
Aeration	200000	\$600,000	\$400,000				\$9,000,000
Rebuild Clarifiers		\$ 325,000					
Digester/GBT Electrical Upgrades	\$500,000						
Methane Recapture Analysis	\$ 40,000						
Reroof WwTF Admin Building		\$ 60,000					
Total	\$ 1,240,000	\$ 1,333,000	\$ 715,000	\$ -	\$ -	\$ -	\$ 9,000,000
GRAND TOTAL	\$12,288,000.00						

Table 32. Water System Capital Improvement Plan

Project	2021	2022	2023	2024	2025	2026	2027-2038
Illinois Well Outfitting / Well House / Main Ext.	\$ 3,200,000						
Water System Plan							\$ 300,000
Craig's Hill Pressure Zone		\$ 300,000					
Inspect Reservoirs	\$ 20,000						
Recoat Reservoir					\$825,000		\$825,000
Pfenning Loop				\$274,000			
Cora Street Loop Pressure				\$431,000			
Helena Main Extension	\$ 325,000						
Bull Road/Berry Road Loop	\$ 1,978,000						
Memorial Park Main Relocation	\$ 50,000						
Walnut Street Main Replacement			\$286,000				
Seattle Ave. Main Extension		\$323,000					
24-inch Main Inspection	\$ 25,000						
24-inch Valve Rehabilitate	\$ 33,000	\$33,000	\$33,000	\$33,000			
Pressure Reducing Valve							\$81,000
Oversizing Fund	\$ 40,000	\$40,000	\$40,000	\$40,000	\$40,000		\$520
Pipe Replacement Fund	\$ 100,000	\$100,000	\$100,000	\$100,000	\$100,000		\$1,300,000
Water Use Audits of City Parks	\$ 10,000						
Water Bills Showing Consumption History	\$ 10,000						
Meter Testing	\$ 35,000	\$35,000	\$35,000	\$35,000	\$35,000	\$ 35,000	\$455,000
Pump and Motor Inspection/Repair	\$ 55,000	\$55,000	\$55,000	\$55,000	\$55,000	\$ 55,000	\$416,000
Total	\$ 5,881,000	\$ 886,000	\$ 549,000	\$ 968,000	\$ 1,055,000	\$ 90,000	\$ 3,377,520
GRAND TOTAL	\$12,806,520.00						

EXHIBIT 5

2020 Docket Items 20-02 and 20-03

Amendments to Introduction Section, including updated Value Statements reflecting Inclusivity, Diversity & Equity

A NEW value statement has been added that celebrates the Inclusion, Diversity, and Equity in Ellensburg. In addition, amendments have been made to the following EXISTING value statements: Small Town Feel and Sense of Community; Downtown and Local Economy; Local Government and Community Service Organizations; Local Arts, Culture and Year-Round Events; and Natural Environment and Central Location.

Proposed new language is shown as underlined. Any language proposed to be deleted from the text is depicted with a ~~strike-through~~.



INTRODUCTION

Welcome to the City of Ellensburg's Comprehensive Plan. This 20-year plan articulates the community's vision and reflects community values. The goals, policies, and programs included in this Plan provide a basis for the City's regulations and guide future decision-making. This Plan also addresses anticipated population and employment growth, and how facilities and services will be maintained and improved to accommodate expected growth.

Ellensburg adopted its first Comprehensive Plan in 1975. This plan was later reviewed and updated in 1995, in response to the requirements of the Growth Management Act (GMA) (RCW 36.70A). This update builds off the 2006 Comprehensive Plan update, and responds to the GMA requirement for periodic review. This plan is consistent with the Countywide Planning Policies, and is based on Community Values identified through a 2016/2017 Community Heart & Soul® planning exercise. During the 2020 comprehensive plan amendment process, City Council docketed two proposals to add a new Inclusion, Diversity and Equity element to this Plan, with anticipated adoption in 2021.



Structure of the Comprehensive Plan

The Ellensburg Comprehensive Plan is composed of the following sections:

Section I – Introduction. This section includes a description of the comprehensive planning process and the City’s Community Values.

Section II – Community Profile. This section includes a brief history of Ellensburg, demographic information, and 20-year population and employment projections.

Section III – Comprehensive Plan Elements. This section includes the following elements: Land Use, Housing, Transportation, Capital Facilities and Utilities, Parks and Recreation, Economic Development, Environment, and Historic Preservation. Each element contains a Background and Context section that includes inventories and background data, needs assessments or analyses, and identification of issues followed by specific Goals, Policies, and Programs.

Section IV – Definitions and Acronyms. Definitions of terms used throughout the Comprehensive Plan and frequently used acronyms.

Section V – Appendices.

What is a Comprehensive Plan?

A comprehensive plan indicates how a community envisions its future, and sets forth strategies for achieving the desired vision. A comprehensive plan has three primary characteristics.

1. **It is comprehensive** - the plan includes all the geographic and functional elements that impact the community’s physical development.
2. **It is general** - the plan summarizes the major policies and proposals of the City, but does not usually indicate specific locations or establish regulations.
3. **It is long range** - the plan looks beyond the current pressing issues confronting the community to identify long-term goals and policy direction for achieving them.

Relationship to the Growth Management Act

The State of Washington adopted the Growth Management Act (GMA) in 1990. This legislation requires comprehensive plans to include specific elements; it obligates incorporated areas to adopt implementing regulations, and counties to develop Countywide Planning Policies to address issues of a regional nature; and it establishes protocols and deadlines for these tasks.

The GMA sets out fourteen statutory goals that guide the development of comprehensive plans. For a plan to be valid, it must be consistent with the goals and specific requirements of the GMA. In this context, consistency means that a comprehensive plan must not be in conflict with the state statutory goals, countywide planning policies, or plans of adjacent jurisdictions.

The fourteen statutory goals identified in the state legislation are summarized as follows:

1. Guide urban growth to areas where urban services can be adequately provided;
2. Reduce urban sprawl;

3. Encourage efficient multi-modal transportation systems;
4. Encourage the availability of affordable housing to all economic segments of the population;
5. Encourage economic development throughout the state;
6. Assure private property is not taken for public use without just compensation;
7. Encourage predictable and timely permit processing;
8. Maintain and enhance natural resource-based industries;
9. Encourage retention of open space and development of recreational opportunities;
10. Protect the environment and enhance the state's quality of life;
11. Encourage the participation of citizens in the planning process;
12. Ensure adequate public facilities and services necessary to support development;
13. Identify and preserve lands and sites of historic and archaeological significance; and
14. Manage shorelines of the state.

Relationship to the Countywide Planning Policies

As part of the comprehensive planning process, Kittitas County and its incorporated areas have developed Countywide Planning Policies. The intention of these policies is to help the four cities, one town, and the County address growth management in a coordinated manner. The Kittitas County Conference of Governments adopted the policies and they were subsequently ratified by the Kittitas County Board of County Commissioners.

The Countywide Planning Policies try to balance issues related to growth, economics, and the environment. Specific objectives include:

- Implement Urban Growth Areas and joint county and city planning within Urban Growth Areas;
- Promote contiguous and orderly development;
- Provide for siting of public capital facilities of regional or statewide significance;
- Provide for countywide transportation facilities;
- Consider affordable housing needs; and
- Ensure favorable employment and economic conditions in the County.

Public Participation

The Growth Management Act (GMA) requires that the comprehensive plan encourage public participation in the planning process. The Community Values, what we refer to as Ellensburg's Heart & Soul, and each chapter was developed through extensive public, staff, and volunteer involvement. The following is a summary of the public participation that occurred throughout the comprehensive planning process.

Community Network Analysis

In fall 2016 City staff kicked off the comprehensive planning process by reaching out to community members that represented diverse sectors of the community to work on the Community Network Analysis. The Community Network Analysis is an interactive tool to better understand who lives, works, and plays in Ellensburg, and how best to reach them where they are. Participants examined who to connect with and how, and helped participants to identify segments of the population that are typically underrepresented in both formal and informal social networks. Participants in the Community Network Analysis included interested members of the public and representatives from the following groups:

- Bright Beginnings for Kittitas County
- Central Washington University
- City of Ellensburg Landmarks and Design Commission
- City of Ellensburg Library staff
- City of Ellensburg Parks and Recreation staff
- City of Ellensburg Planning Commission
- Clymer Museum
- Ellensburg Downtown Association
- Ellensburg School District Board
- Gallery One

Community Heart & Soul® is a planning model for engaging a community in shaping the future.

The Community Heart & Soul approach is founded on three basic principles: Involve Everyone, Focus on What Matters, and Play the Long Game.

The Community Heart & Soul process provided a framework for how to collect input from residents and how to use the input in the comprehensive plan.

- Kittitas County Chamber of Commerce
- Kittitas County Community Network
- Kittitas County Realtors Association
- Kittitas County Republicans
- Kittitas County Democrats
- Kittitas County Youth Services
- People for People

What Matters Most Survey

The What Matters Most survey was the first step in implementing what we learned in the Community Network Analysis, and in starting to identify our core community values. The results of the What Matters Most survey were 812 responses to the following questions:

1. What do you love (or value) about Ellensburg, and why?
2. If you could improve something about Ellensburg, what would it be, and why?
3. What is your favorite place to go in Ellensburg, and why?
4. What is your connection with Ellensburg?
5. How long have you lived in Ellensburg or other area in Kittitas County?

The survey was available in both Spanish and English and was conducted over the course of several months by attending events held throughout the community and partnering with local schools. Events included:

- Bite of the Burg
- Buskers in the Burg
- First Friday Art Walk
- Hoedown in Downtown
- Kittitas County Farmers Market
- Kittitas Valley Junior Soccer Association picture days
- Resource Fair for Hispanic Families

The City partnered with Ellensburg High School and Morgan Middle School to gain input from Ellensburg youth. The *What Matters Most* survey was incorporated as an assignment for each student to interview 5 to 10 family members or friends. Bright Beginnings (head start

preschool) incorporated the *What Matters Most* survey into their fall home visits with parents or guardians of preschoolers. The survey was also marketed using social media and newspaper advertisements to direct community members to the online version of the survey on Eburg Talks, the City’s online engagement tool.

Community Values Workshop

Seventy community members participated in the Community Values Workshop which was held in early 2017. City staff organized and coded all of the responses from the *What Matters Most?* survey into common themes. Participants used the common themes and responses to write community value statements for each theme. City staff used Eburg Talks to vet the community value statements, and edited the statements based on community feedback. The final draft community value statements were presented to the public at the Change Over Time Activity and on the City’s webpage. The community value statements are Ellensburg’s Heart & Soul and serve as the guiding principles for this Comprehensive Plan.

Change Over Time Activity

At the Change Over Time activity, 34 community members worked in groups to share their views on how each of the identified community values has changed over time in the community. They also discussed their desired condition for the future of each community value. Participants worked in small groups organized by each of the community values, and brainstormed ideas for how to achieve the desired condition for each community value. The brainstorm of ideas and public comments were used to inform the goals, policies, and programs for each relevant chapter of the comprehensive plan.

Chapter Development

Each of the draft chapters went through several stages of review and development that included applicable City staff, existing City volunteer commissioners, other stakeholders, community open houses, and online surveys for community members to provide feedback on each of the draft chapters. Each of the draft chapters was also reviewed through Planning Commission meetings and City Council study sessions. The number of meetings with City volunteer commissions was dependent on how long it took each group to share their input and reach agreement on the outcome.

Table 1 provides a summary of the City volunteer commissions and the draft chapters they assisted in developing.

Table 1. City of Ellensburg Volunteer Commissions and Comprehensive Plan Chapters

City Volunteer Commissions	Comprehensive Plan Chapter
Ellensburg Business Development Authority	Economic Development

Ellensburg Downtown Association	Economic Development
Environmental Commission	Environment
Landmarks and Design Commission	Historic Preservation
Lodging Tax Advisory Committee	Economic Development
Parks and Recreation Commission	Parks and Recreation
	Capital Facilities and Utilities
	Economic Development
	Environment
Planning Commission	Historic Preservation
	Housing
	Land Use
	Parks and Recreation
	Transportation
Public Transit Advisory Commission	Transportation
Utility Advisory Committee	Capital Facilities and Utilities

In addition, the land use designations found in the land use chapter were developed through input gathered at a land use mapping open house and online activity where community members shared their input on where different types of residential, commercial, and industrial uses should be located in Ellensburg and its Urban Growth Area.

The Housing chapter is based on the 2017 Ellensburg Housing Needs Assessment. The assessment included input from community stakeholders through two stakeholder workshops and a series of short interviews. The first workshop engaged developers and homebuilders active in the Ellensburg housing market. The second workshop engaged stakeholders from the public and non-profit housing sectors. Short interviews were conducted with property managers, landlords, and real estate professionals actively marketing housing for sale or lease in Ellensburg. In addition, interviews were also conducted with market rate and affordable housing developers working outside the Ellensburg market to better understand the factors that support new housing creation.

In response to the 2020 Comprehensive Plan docketing proposals to include an Inclusion, Diversity, and Equity element, a Council subcommittee conducted a listening tour to understand the experiences of marginalized groups living in Ellensburg and their recommendations to help the Council better meet their needs. The groups included residents

who identify as Indigenous, Black, Hispanic, Asian or Pacific Islander, LGBTQ, Muslim and other non-Christian religions, disabled, citizens over 65, and those with International backgrounds. At the conclusion of the listening tour, the subcommittee recommended potential changes to City policies, procedures, planning, and programming that will result in a more inclusive and welcoming community. City Council will continue to work with the community through a robust and transparent engagement process for developing the new Inclusion, Diversity and Equity element, for inclusion in the Comprehensive Plan during the 2021 amendment process.

Ellensburg's Community Heart & Soul – Community Values

In the summer of 2016, the City initiated the Community Heart & Soul process to understand what matters most to our community with the goal of identifying value statements that will guide our 20-year plan and help maintain Ellensburg's quality of life. The following community value statements are the product of the 2016-17 Community Heart & Soul outreach process, as well as the 2020 Listening Tour sessions. These identified community values provide the guiding principles for this comprehensive plan.

Small town feel and sense of community is represented in our small town character, ~~our inclusiveness and tolerance of others,~~ and our friendly and supportive community.

- We value thoughtful growth management that maintains the small town community character, recognizes economic opportunities, and provides innovative ideas to improve our diverse neighborhoods for the benefit of current and future generations.
- We value a diverse, inclusive, and equitable community that is welcoming and supportive to everyone because it enriches our lives and enhances our individual and community well-being.

A community that **celebrates Inclusion, Diversity, and Equity**, is welcoming and supportive of all residents and visitors. A community built upon the values of Inclusion, Diversity and Equity is a community that enriches each individual's life and the community's wellbeing and vitality.

- We value a community that cares for one another, so that all people feel a sense of belonging in this community.
- We value the rich diversity of our neighbors in Ellensburg — be that age, skin color, gender identity, ethnicity, religion, or disability — because that is what makes us stronger.
- We value a future in which all who live in Ellensburg today, and in the future, will have access to what they need to reach their full potential so that each person may contribute fully to community well-being.

- We value working together collaboratively with individuals and community groups and recognize for us to do better for all requires constant review of our work and an honest self-examination of our actions.

The **built environment** provides the setting for community activity, ranging from buildings to streets and parks; these are the areas we live, work, and play on a day-to-day basis.

- We value the preservation of existing infrastructure through effective and efficient maintenance programs that keep public services affordable and in good condition for all users.
- We value the physical infrastructure of our existing neighborhoods and downtown core which balance old and new, and which together reflect the historic and distinct feel of Ellensburg and contribute to our unique sense of place.
- We value a transportation system that provides safe and efficient use for all users, and promotes efficient use of resources, facilitates access to goods and services throughout our region, encourages healthy lifestyle choices, and reduces traffic.
- We treasure the incorporation of parks, open space, and gathering spaces within our community where everyone can play, meet our neighbors, and enjoy safe and well maintained facilities year round that build community and promote physical and mental health.

Our **downtown and our local economy** strengthens the economic vitality of our community and supports the vibrancy of our downtown.

- We value a diverse local business community that strives to provide inclusive products and services to all residents and visitor in our city, that contributes to our distinctive character, helps build a strong community, and strengthens our economy.
- We promote sustainable, living wage jobs that enable a suitable standard of living, contribute to our local economy, and allow community members to live and work in our area.
- We support our vibrant and lively downtown that serves as a valued destination for our local community and visitors through its diverse and inclusive retail businesses, restaurants, galleries, gathering and event spaces, non-profit organizations, ~~and~~ housing and lodging opportunities.

The **local government and community service organizations** provide goods, services, and amenities that are available to our community.

- We value accessible, diverse and inclusive local government that facilitates active participation and local input into decision-making, utilizes equitable and inclusive processes when hiring city staff, and welcomes a diversity of candidates to run for city council.
- We value collaboration between city and other local entities that promote community health and education, and better quality outcomes by creating consistent, equitable, inclusive and efficient planning efforts.
- We value quality, attainable housing for everyone that positively impacts the stability, health, and safety of our community.
- We value access to community recycling and composting opportunities that have a positive impact on the environment by reducing contributions to the landfill.

Local arts, culture, and year round events include performing and visual arts and cultural events that shape our local identity.

- We value family-friendly, ethnic and cultural events that promote a thriving and diverse community.
- We treasure and support our performing and visual art community that brings together people of diverse cultures together and contributes to our unique sense of identity as a ~~and diverse and inclusive culture community.~~

Our **natural environment and central location** in the state recognizes our community's connection to the natural environment and the geographic diversity of our location.

- We value diverse recreation opportunities and programs that are affordable, accessible, inclusive and environmentally friendly, which and that encourages community health, and promotes cross-cultural community interaction.
- We celebrate and protect our diverse natural environment that surrounds our urban areas, and increases our quality of life.
- We value our central location in the state that provides recreation, social, and economic opportunities.

We recognize **Central Washington University** as an integral part of our community.

- We welcome CWU students, faculty, and staff as valued community members who encourage a spirit of cultural diversity and intellectual energy, creating opportunities for enhanced collaboration and partnerships that strengthen our community.

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ORDER CONFIRMATION

Salesperson: MEGAN WOODRUFF Printed at 06/10/20 10:17 by mwol8

Acct #: 84015 Ad #: 2019712 Status: New WHOLD

ELLENSBURG, CITY OF - CLERK Start: 06/11/2020 Stop: 06/11/2020
501 N. ANDERSON Times Ord: 1 Times Run: ***
ELLENSBURG WA 98926 STD6 2.00 X 4.10 Words: 192
Total STD6 8.20
Class: 0001 LEGAL NOTICES
Rate: LEG3 Cost: 72.16
Affidavits: 1

Contact: BETH LEADER Ad Descrpt: COMPREHENSIVE PLAN AMENDM
Phone: (509)925-8614 Given by: JAMEY AYLING
Fax#: P.O. #: J AYLING
Email: leaderb@ci.ellensburg.wa.us Created: mwol8 06/10/20 10:11
Agency: Last Changed: mwol8 06/10/20 10:17

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DR A 97 S 06/11
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AUTHORIZATION

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ORDER CONFIRMATION (CONTINUED)

Salesperson: MEGAN WOODRUFF

Printed at 06/10/20 10:17 by mwo18

Acct #: 84015

Ad #: 2019712

Status: New WHOLD WHOI

The City of Ellensburg is currently accepting Comprehensive Plan amendments for the 2020 annual docket cycle. The City's Comprehensive Plan was adopted in 1995, with major updates in 2007 and 2017.

The Comprehensive Plan is the City's 20-year plan for guiding future growth and development by articulating the community's vision and reflecting the community's values.

Proposals to amend the Comprehensive Plan may be submitted by any member of the public as well as any member of a City Board or Commission, member of City Council, or City staff. In order to be considered for docketing during the 2020 amendment process proposals must be submitted in writing by June 30, 2020

City Council will consider all proposed amendments at its regular meeting on July 20, 2020 at 7:00 pm in City Council Chambers. At this meeting City Council will determine which proposed amendments are appropriate and ready for consideration during the 2020 annual amendment process.

Please submit proposals to the Community Development Department, 501 North Anderson Street, Ellensburg or Via Email to aylingj@ci.ellensburg.wa.us application forms are located on the city's website under the community Development tab <https://ci.ellensburg.wa.us/DocumentCenter/View/12420/Comp-Plan-Amendment-Form?bidId=>

PUBLISH: Daily Record: June 11, 2020

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ORDER CONFIRMATION

Salesperson: MEGAN WOODRUFF Printed at 11/17/20 09:27 by mw018

 Acct #: 84015 Ad #: 2038316 Status: New WHOLD
 ELLENSBURG, CITY OF - CLERK Start: 11/19/2020 Stop: 11/19/2020
 501 N. ANDERSON Times Ord: 1 Times Run: ***
 ELLENSBURG WA 98926 STD6 2.00 X 6.43 Words: 281
 Total STD6 12.86
 Class: 0001 LEGAL NOTICES
 Rate: LEG3 Cost: 113.17
 # Affidavits: 1
 Contact: BETH LEADER Ad Descrpt: 2020 COMPREHENSIVE PLAN A
 Phone: (509)925-8614 Given by: KIRSTEN SACKETT
 Fax#: P.O. #: K SACKETT
 Email: leaderb@ci.ellensburg.wa.us Created: mw018 11/17/20 09:20
 Agency: Last Changed: mw018 11/17/20 09:27

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ORDER CONFIRMATION (CONTINUED)

Salesperson: MEGAN WOODRUFF

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Acct #: 84015

Ad #: 2038316

Status: New WHOLD WHOI

**NOTICE OF PUBLIC HEARING
CITY OF ELLENSBURG
2020 COMPREHENSIVE PLAN AMENDMENTS**

NOTICE IS HEREBY GIVEN that the City of Ellensburg Planning Commission will hold a public hearing during a Special Meeting on Thursday, Dec. 3, 2020 at 5:45 p.m. to consider the proposed 2020 amendments to the City of Ellensburg Comprehensive Plan. **Please note that due to the current State of Emergency for Washington State, this meeting will be held through remote attendance by the Commission, applicants, and the public.**

During a City Council meeting held on July 20, 2020, City Council docketed 3 proposed amendments for consideration.

Materials Available for Review: The proposed amendments and related documents may be examined by the public by visiting the **City of Ellensburg Community Development Department webpage** at <https://www.ci.ellensburg.wa.us/623/Public-NoticesCurrent-Projects>.

Written Comments from interested persons will be accepted by email up until 5:00 p.m. on Dec. 3, 2020 by sending them to sackettk@ci.ellensburg.wa.us. Written comments sent via USPS must arrive by the same deadline.

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

Staff contact: Kirsten Sackett, Community Development Director.
Email: sackettk@ci.ellensburg.wa.us

NOTICE IS FURTHER GIVEN that all persons interested in this matter may participate in the REMOTE meeting by contacting Staff no later than 5:00 pm on **Wednesday, Dec. 2**. An email link, text link, or phone number will be provided which will allow for electronic participation in the public hearing.

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. A "Request for Accommodation" form may be obtained from the City Clerk Beth Leader by calling 509-925-8614.

PUBLISH: Daily Record: November 19, 2020

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ORDER CONFIRMATION

Salesperson: MEGAN WOODRUFF Printed at 12/14/20 10:47 by mw018

Acct #: 84015 Ad #: 2039967 Status: New WHOLD

ELLENSBURG, CITY OF - CLERK Start: 12/19/2020 Stop: 12/19/2020
501 N. ANDERSON Times Ord: 1 Times Run: ***
ELLENSBURG WA 98926 STD6 2.00 X 6.28 Words: 283
Total STD6 12.56
Class: 0001 LEGAL NOTICES
Rate: LEG3 Cost: 110.53
Affidavits: 1

Contact: BETH LEADER Ad Descrpt: 2020 COMPREHENSIVE PLAN A
Phone: (509)925-8614 Given by: KIRSTEN SACKETT
Fax#: P.O. #: K SACKETT
Email: leaderb@ci.ellensburg.wa.us Created: mw018 12/14/20 10:42
Agency: Last Changed: mw018 12/14/20 10:47

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ORDER CONFIRMATION (CONTINUED)

Salesperson: MEGAN WOODRUFF

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Acct #: 84015

Ad #: 2039967

Status: New WHOLD WHOI

**NOTICE OF PUBLIC HEARING
CITY OF ELLENSBURG
2020 COMPREHENSIVE PLAN AMENDMENTS**

NOTICE IS HEREBY GIVEN that the Ellensburg City Council will hold a public hearing on Monday, January 4, 2021 at 7:00 p.m. to consider the proposed 2020 amendments to the City of Ellensburg Comprehensive Plan. **Please note that due to the current State of Emergency for Washington State, this meeting will be held through remote attendance by the Council, staff, and the public.**

During a City Council meeting held on July 20, 2020, Council docketed 3 proposed amendments for consideration.

Materials Available for Review: The proposed amendments and related documents may be examined by the public by visiting the **City of Ellensburg Community Development Department webpage** at <https://www.ci.ellensburg.wa.us/623/Public-NoticesCurrent-Projects>.

Written Comments from interested persons will be accepted by email up until 5:00 p.m. on January 4, 2021 by sending them to Kirsten Sackett, Community Development Director at sackettk@ci.ellensburg.wa.us. Written comments sent via USPS must arrive by the same deadline.

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

NOTICE IS FURTHER GIVEN that all persons interested in this matter may participate in the REMOTE meeting by contacting Staff no later than 5:00 pm on **Monday, Jan. 4, 2021**. An email link or phone number will be provided which will allow for electronic participation in the public hearing. A link will also be made available in the City Council agenda packet.

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. A "Request for Accommodation" form may be obtained from the City Clerk Beth Leader by calling 509-925-8614.

PUBLISH: Daily Record: December 19, 2020

EXHIBIT 9

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ORDER CONFIRMATION

Salesperson: TENEAL NORRBOM

Printed at 10/30/20 09:04 by tno18

Acct #: 25813

Ad #: 2037214

Status: New WHOLD

COMMUNITY DEVELOPMENT
CITY OF ELLENSBURG
501 N. ANDERSON
ELLENSBURG WA 98926

Start: 10/31/2020 Stop: 10/31/2020
Times Ord: 1 Times Run: ***
STD6 3.00 X 5.90 Words: 317
Total STD6 17.70
Class: 0001 LEGAL NOTICES
Rate: LEG3 Cost: 0.00
Affidavits: 1

Contact:

Phone: (509)962-7231

Fax#:

Email:

Agency:

Ad Descrpt: N/SETBACK P20-105 SEPA
Given by: KRISTEN SACKETT
P.O. #: P20-105/K SACKETT
Created: tno18 10/30/20 08:54
Last Changed: tno18 10/30/20 09:04

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DR A 97 S 10/31
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ORDER CONFIRMATION (CONTINUED)

Salesperson: TENEAL NORRBOM

Printed at 10/30/20 09:04 by tno18

Acct #: 25813

Ad #: 2037214

Status: New WHOLD WHOI

NOTICE OF PRELIMINARY SEPA DECISION
Case # P20-105
SEPA Environmental Review
PRELIMINARY DETERMINATION OF NON-SIGNIFICANCE (DNS)

Notice is hereby given that the City of Ellensburg has received a SEPA Environmental Checklist for the following project that may be of interest to you. You are invited to comment on this proposal.

Date of application: October 14, 2020

Date of notice of complete application: October 14, 2020

Comments due date: November 23, 2020

Project Description: Case # P20-105; This review is to address the SEPA checklist and issuance of the Preliminary Mitigated Determination of Non-Significance. Each year the City of Ellensburg amends the Comprehensive Plan as necessary to respond to changing circumstances or needs of the City, and to review the Comprehensive Plan on a regular basis. The proposal to amend the City's Comprehensive Plan in 2020 includes the following docketed items:

20-01: Updates to Appendix A; 6-Year Capital Improvement Plans;

20-02: Update the Value Statements of the Introduction section, and develop a new chapter to the Comp Plan, focusing on Diversity, Equity and Inclusivity;

20-03: Develop a new chapter focused on equity, diversity, and inclusion.

Materials Available for Review: The submitted application and file documents may be examined by the public by visiting the **City of Ellensburg Community Development Department webpage** at <https://www.ci.ellensburg.wa.us/658/SEPA-State-Environmental-Policy-Act>. Documents available include the SEPA Checklist, Attachment A, and Preliminary DNS.

Written Comments: The public is encouraged to review and comment on the proposed project. **Written comments must be received via email, or postmarked, by 5:00 pm on Monday November 23, 2020.**

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

Staff contact: Jamey Ayling, Planning Manager. Email: aylingj@ci.ellensburg.wa.us

Environmental Review (SEPA): This Preliminary Determination of Non-significance (DNS) is issued using the standard DNS process under WAC 197-11-340. The lead agency will not act on this proposal for 21 days from the date of the issuance.

Please Publish: **Saturday, October 31, 2020**



COMMUNITY DEVELOPMENT DEPARTMENT
501 N. Anderson St., Ellensburg, WA 98926

**State Environmental Policy Act (SEPA)
FINAL DETERMINATION OF NON-SIGNIFICANCE (DNS)**

Proponent: City of Ellensburg Community Development Department

Location: Ellensburg City Limits and the Urban Growth Area

Description: Pursuant to RCW 36.70, the City amends the comprehensive plan annually as necessary to respond to changing circumstances or needs of the City, and to review the comprehensive plan on a regular basis. The proposal to amend the City's comprehensive plan includes the following:

- 20-01:** Updates to Appendix A; 6-Year Capital Improvement Plans;
- 20-02:** Update the Value Statements of the Introduction section, and develop a new chapter to the Comp Plan, focusing on Diversity, Equity and Inclusivity;
- 20-03:** Develop a new chapter focused on equity, diversity, and inclusion.

Lead Agency: City of Ellensburg

File #: P20-105

The lead agency for this proposal has determined that the proposed Annual Comprehensive Plan Amendments do not have a probable significant adverse impact on the environment. An Environmental Impact Statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed Environmental Checklist and other information on file with the lead agency. This information is available to the public upon request.

This Determination of Non-significance (DNS) is issued after using the standard DNS process in WAC 197-11-340. There is no further comment period on the DNS. Any action to set aside, enjoin, review, or otherwise challenge this administrative SEPA action on the grounds of noncompliance with the provisions of Chapter 43.21C RCW shall be made to the Hearings Examiner within 14-days of this decision.

Responsible Official: Kirsten Sackett
Title: Community Development Director
Address: City of Ellensburg
Community Development Dept.
501 N. Anderson St.
Ellensburg WA 98926
Phone: (509) 962-7232 Fax: (509) 925-8655

Date: 11/24/20 **Signature:** Kirsten Sackett

Pursuant to ECC 15.270.200, the City of Ellensburg establishes administrative appeal procedures, which are contained in ECC 15.230.040, which shall be made to the Hearing Examiner, as applicable to the matter being appealed.



Department of Commerce

Notice of Intent to Adopt Amendment / Notice of Adoption Cover Sheet

Pursuant to RCW 36.70A.106, the following jurisdiction provides the following required state agency notice.

1. Jurisdiction Name:	City of Ellensburg
2. Select Submittal Type: Select the Type of Submittal listed. (Select One Only)	<input checked="" type="checkbox"/> 60-Day Notice of Intent to Adopt Amendment. <input type="checkbox"/> Request of Expedited Review / Notice of Intent to Adopt Amendment. <input type="checkbox"/> Supplemental Submittal for existing Notice of Intent to Adopt Amendment. <input type="checkbox"/> Notice of Final Adoption of Amendment.
3. Amendment Type: Select Type of Amendment listed. (Select One Only)	<input checked="" type="checkbox"/> Comprehensive Plan Amendment. <input type="checkbox"/> Development Regulation Amendment. <input type="checkbox"/> Critical Areas Ordinance Amendment. <input type="checkbox"/> Combined Comprehensive and Development Regulation Amendments. <input type="checkbox"/> Countywide Planning Policy .
4. Description Enter a brief description of the amendment. Begin your description with "Proposed" or "Adopted", based on the type of Amendment you are submitting. Examples: <i>"Proposed comprehensive plan amendment for the GMA periodic update."</i> or <i>"Adopted Ordinance 123, adoption amendment to the sign code."</i> (Maximum 400 characters).	Proposed comprehensive plan amendments. To include: Updated Capital Improvement Plans; AND Revisions to the Introduction section to add one new community value statement, and to amend several other community value statements, demonstrating the city's commitment to diversity, equity and inclusion. The text amendment also calls out the intent to focus on the development of a new Comp Plan Chapter specific to diversity, equity and inclusion, intended for adoption in 2021.



Department of Commerce

5. Is this action part of your 8-year periodic update required under RCW 36.70A.130 of the Growth Management Act (GMA)?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
6. Proposed Dates: Enter the anticipated public hearing date(s) for your Planning Commission/Planning Board or for your Council/Commission.	Planning Commission: December 10, 2020 City Council: December 21, 2020 <u>Proposed</u> / Date of Adoption: January 18, 2021
7. Contact Information:	
A. Prefix/Salutation: <i>(Examples: "Mr.", "Ms.", or "The Honorable" (elected official))</i>	Ms.
B. Name:	Kirsten Sackett
C. Title:	Community Development Director
D. Email:	sackettk@ci.ellensburg.wa.us
E. Work Phone:	509-962-7232
F. Cell/Mobile Phone: <i>(optional)</i>	
Consultant Information:	
G. Is this person a consultant?	<input type="checkbox"/> Yes
H. Consulting Firm name?	
8. Would you like Commerce to contact you for Technical Assistance regarding this submitted amendment?	<input type="checkbox"/> Yes

REQUIRED: Attach or include a copy of the proposed amendment text or document(s). We do not accept a website hyperlink requiring us to retrieve external documents. Jurisdictions must submit the actual document(s) to Commerce. If you experience difficulty, please email the reviewteam@commerce.wa.gov

Questions? Call the review team at (509) 725-3066.



STATE OF WASHINGTON
DEPARTMENT OF COMMERCE

1011 Plum Street SE • PO Box 42525 • Olympia, Washington 98504-2525 • (360) 725-4000
www.commerce.wa.gov

10/14/2020

Ms. Kirsten Sackett
Community Development Director
City of Ellensburg
501 N Anderson Street
Ellensburg, WA 98926

Sent Via Electronic Mail

Re: City of Ellensburg--2020-S-1912--60-day Notice of Intent to Adopt Amendment

Dear Ms. Sackett:

Thank you for sending the Washington State Department of Commerce (Commerce) the 60-day Notice of Intent to Adopt Amendment as required under [RCW 36.70A.106](#). We received your submittal with the following description.

Proposed comprehensive plan amendments. Updated Capital Improvement Plans; AND Revisions to the Introduction section to add one new community value statement, and to amend several other community value statements, demonstrating the city's commitment to diversity, equity and inclusion.

We received your submittal on 10/14/2020 and processed it with the Submittal ID 2020-S-1912. Please keep this letter as documentation that you have met this procedural requirement. Your 60-day notice period ends on 12/13/2020.

We have forwarded a copy of this notice to other state agencies for comment.

Please remember to submit the final adopted amendment to Commerce within ten days of adoption.

If you have any questions, please contact Growth Management Services at reviewteam@commerce.wa.gov, or call Scott Kuhta, (509) 795-6884.

Sincerely,

Review Team
Growth Management Services

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ELLENSBURG, WASHINGTON, AMENDING THE COMPREHENSIVE PLAN ADOPTED BY ORDINANCE NO. 4785 AND SET OUT IN CHAPTER 15.120 OF THE ELLENSBURG CITY CODE.

WHEREAS, as one of the cities in Kittitas County, the City of Ellensburg is required to adopt and regularly update a comprehensive plan pursuant to the Washington State Growth Management Act (GMA); and

WHEREAS, the City Council adopted Ordinance No. 4785, "Imagine Ellensburg 2037," as the official Comprehensive Plan for the City of Ellensburg and last amended by Ordinance No. 4838; and

WHEREAS, under the GMA and pursuant to Section 15.250.090 of the Ellensburg City Code, the City is authorized to amend its Comprehensive Plan on an annual basis; and

WHEREAS, the City Council adopted Resolution 1997-10 and Ordinance No. 4116 as last amended by Ordinance No. 4807, establishing a policy and procedure for the annual review of proposals to amend the Comprehensive Plan, which are codified in Ellensburg City Code 15.250.090(D); and

WHEREAS, on July 20, 2020 the City Council reviewed all of the proposed Comprehensive Plan amendments for the 2020 annual amendment cycle and approved docketing of proposed amendments 20-01, 20-02, and 20-03 and then forwarded the docketed amendments to the SEPA Responsible Official for SEPA review and to the Planning Commission for review and recommendation; and

WHEREAS, on October 14, 2020 the City Community Development Department provided the required 60-Day Notice of Intent to Adopt Comprehensive Plan Amendments to the Washington Department of Commerce, and the 60-day review period was complete on December 13, 2020; and

WHEREAS, the SEPA Responsible Official reviewed a SEPA checklist, comments from agencies and the public, and other information in the record and issued a Determination of Non-Significance which became final on November 24, 2020 for docketed comprehensive plan amendments 20-01, 20-02, and 20-03; and

WHEREAS, the Ellensburg City Planning Commission held a public hearing on December 3, 2020 and the Planning Commission approved a motion to recommend the City Council approve proposed amendments 20-01 as presented, and recommended denial of proposed amendments 20-02 and 20-03 as presented; and

WHEREAS, the City Council held a public hearing on the matter of adopting the docketed 2020 Comprehensive Plan amendments at its regular meeting on January 4, 2021 at which XX public comments were received, Council entered into the public hearing record the agenda report for Council's January 4, 2021 regular meeting prior to closing the public hearing, after which City Council determined it is in the best interests of the City of Ellensburg that proposed amendments 20-01, 20-02, and 20-03 be approved as presented in accordance with the findings and recommendations submitted by the City Staff and in accordance with the Planning Commission recommendation on proposed amendment 20-01 while rejecting the Planning Commission's recommendation to deny proposed amendments 20-02 and 20-03, and be enacted as an ordinance; and

WHEREAS, all portions of the City of Ellensburg 2017 Ellensburg Comprehensive Plan, "Imagine Ellensburg 2037," as subsequently amended, shall remain in full force and effect except as specifically amended herein;

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

Section 1. That document attached to this ordinance as Exhibit "A" and entitled "2020 City of Ellensburg Capital Improvement Plans" is hereby adopted into the City of Ellensburg 2017 Comprehensive Plan, "Imagine Ellensburg 2037" as Appendix A (docket amendment 20-01).

Section 2. That document attached to this ordinance as Exhibit "B" and entitled "City of Ellensburg Comprehensive Plan, 2020 updates" which is included as part of the Comprehensive Plan, is hereby amended to adopt and include docket amendments 20-02 and 20-03.

Section 3. All portions of the City of Ellensburg 2017 Comprehensive Plan, "Imagine Ellensburg 2037," as subsequently amended, shall remain in force and effect except as specifically amended herein.

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

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

Section 6. Effective Date. This ordinance shall take effect and be in force five (5) days after its passage, approval and publication.

The foregoing ordinance was passed and adopted at a regular meeting of the City Council this ____ day of January 18, 2021.

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

Beth Leader



CITY COUNCIL AGENDA REPORT

- City Council Meeting Date:** January 4, 2021
- Item Title/Agenda Subject:** Resolution Accepting a Donation from the Ellensburg Duplicate Bridge Club
- Submitted by:** Brad Case Parks and Recreation
- Recommended Action or Motion:** Staff recommends Council adopt the attached resolution accepting the restricted donation of \$1,346.59 from the Ellensburg Duplicate Bridge Club and authorize the necessary budget adjustments.
- Background/Summary:** A resolution has been prepared for Council's consideration accepting a donation in the amount of \$1,346.59 from the Ellensburg Duplicate Bridge Club for activities and supplies at the Adult Activity Center (ACC). The Ellensburg Duplicate Bridge Club is made up of 12 people who use the ACC once a week to play bridge.
- Previous Council Action:** N/A.
- Analysis:** The Ellensburg City Code, 2.04.120 states that City Council must approve any restricted donation valued in excess of \$1,000. City staff request the donation be added into the AAC donation revenue line and supplies budget expenditure line to the 2021 budget.
- Financial Impact:** This donation will be used to fund an increase of the Adult Activity Center supplies budget by \$1,346.59.
- Attachments:**
[AAC Duplicate Bridge Club Donation](#)

RESOLUTION NO. 2021-__

A RESOLUTION accepting a restricted donation in the amount of \$1,346.59 from the Ellensburg Duplicate Bridge Club.

WHEREAS, the Ellensburg Duplicate Bridge Club has offered to donate \$1,346.59 to the Adult Activity Center; and

WHEREAS, the Adult Activity Center would benefit from receiving the cash donation from the Ellensburg Duplicate Bridge Club; and

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

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

Section 1. The City Council of the City of Ellensburg hereby authorizes the Adult Activity Center to accept the restricted donation in the amount of \$1,346.59 from the Ellensburg Duplicate Bridge Club.

Section 2. The City Council authorizes adding the necessary budget adjustments to the Adult Activity Center supplies budget for 2021.

ADOPTED by the City Council of the City Ellensburg this 4th day of January 2021.

Mayor

Attest: _____
City Clerk



MANAGER'S REPORT

DATE: January 4, 2021
TO: Ellensburg City Council
FROM: John Akers, City Manager

1. Request to Set a Public Hearing – Declaring as Surplus to the City's Needs Utility and Non-Utility Materials and Equipment.

Staff requests Council set a public hearing for January 19, 2021 in accordance with the provisions of Chapter 2.07 of the Ellensburg City Code for the purpose of declaring as surplus to the City's needs utility and non-utility materials and equipment.