

COUNCIL AGENDA

Monday, February 1, 2021



In-person attendance at public meetings is currently prohibited per the Washington Governor's Proclamation No. 20-28.14, as extended by Senate Concurrent Resolution 8402. Ellensburg City Council meetings are broadcast on Charter/Spectrum Channel 191 and available to livestream on Ellensburg Community Television at ectv2.com or on YouTube at ECTV Ellensburg.

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, February 1, 2021
7:00 PM - Regular Meeting**

1. Call to Order and Roll Call

2. Proclamations

- 2.A African American History Month Proclamation 7
[African American History Month 2021](#)

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 January 19, 2021 Regular Meeting 8
[1-19-21 Council Minutes](#)

- 5.B Acknowledge Minutes of the Arts Commission - December 10, 2020 12
[12-10-20 Arts Comm. Minutes](#)

- 5.C Acknowledge Minutes of the Ellensburg Business Development Authority Board -
December 9, 2020 14
[12-9-20 EBDA Minutes](#)

- 5.D Acknowledge Minutes of the Library Board - December 8, 2020 17
[12-8-20 Library Board minutes](#)

- 5.E Acknowledge Minutes of the Utility Advisory Committee - December 17, 2020 18
[12-17-20 UAC Minutes](#)

- 5.F [Amendment # 2 to the Reecer Levee Certification Contract with Aspect Consulting](#)
[Amend #1 to Aspect Consulting Agreement](#) 21
[Amend #2 Aspect Consulting](#)

- 5.G [Interlocal Jail Agreement with Kittitas County](#) 50
[SH20-030 EPD INMATE HOUSING 2021 - ILA](#)

5.H	Resolution 2021-03 - 401 N Sampson St - Cowdery street tree removal 401 N Sampson St - Cowdery request 401 N Sampson St - Cowdery tree removal graphics Resolution 2021-03 - 401 N Sampson St - Cowdery street tree removal	63
5.I	Approval of Voucher Listing for February 1, 2021 2-1-2021 Voucher Listing	68
6.	Petitions, Protests, and Communications	
6.A	COVID-19 Update	
6.B	Board and Commission Applications B and C Agenda Report Chart 2-1-21 Lacie Dawson Application Marie Smith Application James Nale Application Fiona Corner Application Ron Rapose Application	69
7.	Citizen Comment on Non-agenda Issues	
8.	Business Requiring Public Hearings	
8.A	Second reading of Ordinance 4867 approving petition for annexation P20-083 for parcels 258133, 018133, 038133 and 058133 located on Cascade Street Ordinance 4867 Exhibit 1 Annexation Area Map Exhibit 2 Zoning Map Exhibit 3 Future Land Use Map Exhibit 4 Signed Petition for Annexation Exhibit 5 Kittitas County Assessor Determination of Sufficiency Exhibit 6 Affidavit of Publication Exhibit 7 Certificate of Mailing 300 Foot Buffer Exhibit 8 Affidavit of Posting	81
8.B	Second reading of Ordinance 4868 approving petition for annexation P20-088 for parcel number 10876 located at 1215 Sanders Road Ordinance 4868 Exhibit 1 Proposed Annexation Area Map Exhibit 2 Zoning Map Exhibit 3 Future Land Use Map Exhibit 4 Energy Services Electric Comments Exhibit 5 Signed Petition to Annex Exhibit 6 Kittitas County Assessor Determination of Sufficiency Exhibit 7 Affidavit of Publication Exhibit 8 Certificate of Mailing 300 Foot Buffer	102

Exhibit 9 Affidavit of Posting

9. Introduction and Adoption of Ordinances and Resolutions

- 9.A First reading of proposed ordinance authorizing the issuance of 2021 Waterworks Utility System Bonds. 125
Proposed Ordinance -2021 Waterworks Revenue Bond

10. Unfinished Business

11. New Business

- 11.A 404 N Sampson St - Snedeker street tree removal request 160
404 N Sampson St - Snedeker request
404 N Sampson St - Snedeker tree removal graphics
- 11.B Diversity, Equity and Inclusion Commission - Draft Ordinance 166
DEI Commission Ordinance - DRAFT

12. Miscellaneous

- 12.A Manager's Report
- 12.B Councilmembers' Reports

13. Executive Session

- 13.A 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
- 13.B Per RCW 42.30.110(1)(c), to consider the minimum price at which real estate will be offered for sale or lease when public knowledge regarding such consideration would cause a likelihood of decreased price. However, final action selling or leasing public property shall be taken in a meeting open to the public.

14. Adjournment

Next Ord. 4870
Next Res. 2021-04



PROCLAMATION

AFRICAN AMERICAN HISTORY MONTH

Whereas, in 1986, Congress passed Public Law 99-244 which designated February 1986 as "National Black (Afro-American) History Month," and further directed the President to issue a proclamation calling on the people of the United States to observe February as Black History Month with the appropriate ceremonies and activities; and

Whereas, President Clinton declared that "African American history is one of the great human chronicles of all time. It is the story of men and women who, with extraordinary courage and faith, prevailed against centuries of slavery and discrimination to build lives for themselves and their families and to contribute immeasurably to the strength and character of our Nation. African American history is ultimately the story of America's struggle to become a more perfect union;" and

Whereas, African American History Month provides us an opportunity to recognize the pioneers in African American history such as Katherine G. Johnson, one of the gifted and talented mathematicians at NASA, who performed the complex calculations that enabled America to successfully achieve space flight; Thurgood Marshall, a tireless advocate for civil rights and the first African American on the Supreme Court, who had successfully argued against school segregation in front of that same court; poet Gwendolyn Brooks, the first African American to win the Pulitzer Prize and the first black woman to serve as poetry consultant to the Library of Congress; and

Whereas, we recognize the African Americans who contributed to building our local community such as the first black settler, pioneer Frank M. Henson, a Civil War veteran who came to work in Kittitas County as a ranch hand in 1886 and became an integral part of the community; the congregation of the African Methodist Episcopal church established in 1908; John Golden, veteran of the Spanish American War's 9th Calvary, baggage master at the Ellensburg Northern Pacific Railroad depot, and one of the first to integrate Washington State baseball in 1906; and Roslyn's William Craven, Washington State's first African American elected as mayor in 1975; and

Whereas, the City of Ellensburg recognizes and honors the many African Americans residing herein who contribute to the strength and vibrancy of our diverse community.

Now, Therefore, the City Council of the City of Ellensburg does hereby proclaim February 2021 as African American History Month in Ellensburg and encourages all citizens to join in this observance by building bridges of understanding and friendship with our African American neighbors.

Signed this 1st day of February, 2021.

Bruce Tabb
Mayor

Attest: _____
City Clerk



CITY OF ELLENSBURG

Date of Meeting

Time of Meeting

Place of Meeting

Minutes of City Council, Regular Meeting

January 19, 2021

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; Community Development Director Sackett; Public Works & Utilities Director Lyyski; Kittitas County Public Health Officer Dr. Mark Larson; Lathan Wedin; and approximately 8 members of the public.

2. Proclamations

3. Awards and Recognitions

4. Approval of Agenda

Councilmember Mary Morgan moved to Approve the Agenda as presented.

Councilmember Nancy Lillquist moved to Amend the Consent Agenda by removing Item 5A., Approval of the January 4th Regular Meeting Minutes and move to Item 10A. under Unfinished Business. **Motion Approved 7-0.**

Agenda approved as amended. **Motion Approved 7-0.**

5. Consent Agenda

5.A. Approve Minutes of the January 4, 2021 Regular Meeting – **MOVED TO ITEM 10A.**

5.B. Acknowledge Minutes of the Lodging Tax Advisory Committee - December 2, 2020

5.C. Approve Amended Dates for University Way Banner Request - Spread Kindness Not COVID-19 - February 1 - May 31, 2021

5.D. Approve January 19, 2021 Voucher Listing

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

6. Petitions, Protests, and Communications

6.A. COVID-19 Update

Dr. Mark Larson presented information regarding COVID- 19 vaccinations and rate of distribution. He spoke about a plan for vaccination clinics and reviewed the current positive cases.

6.B. Board and Commission Applications

Lathan Wedin was present to introduce himself and speak about his interest in serving on the Landmarks and Design Committee.

The Mayor recommended Lathan Wedin for appointment to the Landmarks and Design Committee.

Councilmember Mary Morgan moved to Approve the Mayor's recommendation to appoint Lathan Wedin to the Landmarks and Design Commission. **Motion Approved 7-0.**

7. Citizen Comment on Non-agenda Issues

Christopher Hobbs, 302 N Water St., speaking for himself, commented regarding online meetings and encouraged Council to begin holding in person meetings.

8. Business Requiring Public Hearings

8.A. Resolution to Declare City Utility and Personal Property as Surplus

The Mayor opened the public hearing. Public Works and Utilities Director, Ryan Lyyski, presented information in the staff report.

With no comments or questions received by the public, the Mayor closed the public hearing.

Councilmember Mary Morgan moved to Approve adoption of Resolution 2021-02 declaring items surplus to the City. **Motion Approved 7-0.**

9. Introduction and Adoption of Ordinances and Resolutions

9.A. Second Reading and Adoption of Ordinance 4869 amending the Ellensburg Comprehensive Plan

Community Development Director, Kirsten Sackett, presented information in the staff report.

Betty Douglas, 315 W Helena Ave., spoke against including the Diversity, Equity and Inclusion amendments in the Comprehensive Plan;

Theresa Plue, 140 Woodhouse Loop, spoke regarding the Comprehensive Plan amendment process and encouraged Council to include all citizens in the community;

Councilmember Tristen Lamb moved to Approve conducting second reading and adoption of Ordinance 4869 amending the Comprehensive Plan. **Motion Approved 7-0.**

10. Unfinished Business

10.A. Approve Minutes of the January 4, 2021 Regular Meeting

Councilmember Lillquist addressed Item 12B – Councilmembers’ Reports in the January 4, 2021 minutes, page 10 of the Agenda. She requested her report be amended to say: "Councilmember Lillquist responded to a letter containing misinformation published in the Daily Record and clarified that Council will not create mandates on business hiring practices".

Councilmember Nancy Lillquist moved to Amend the language in Item 12B of the January 4, 2021 Council minutes as previously stated. **Motion Approved 7-0.**

Councilmember Mary Morgan moved to Approve the amended minutes of the January 4, 2021 meeting. **Motion Approved 7-0.**

11. New Business

12. Miscellaneous

12.A. Manager's Report

The City Manager reviewed the Manager's Report.

An Executive Session was needed under the authority of RCW 42.30.110(1)(i) for the purpose of discussing pending litigation. Discussion was anticipated to take approximately ten minutes and no action would be taken.

12.B. Councilmembers' Reports

- Councilmember Goodloe reported the Diversity, Equity and Inclusion subcommittee met with Ellensburg School District Board Members and Superintendent; she participated with a group to meet the new CWU President; and gave an update on the Community Recovery Fund;
- Councilmember Lillquist attended the Airport Advisory Committee meeting; a Recreation forum; and reported on the glass recycling project;
- Councilmember Morgan attended Lodging Tax and KITTCOM board meetings;
- Councilmember Engel commented regarding issues with online meetings and reviewed information for the survey to name the downtown Rotary Pavilion park;
- Councilmember Lamb attended a Solid Waste Advisory Committee and Library Board meetings;
- Mayor Tabb reported on the South Central Region group weekly meetings; and attended the Governor's call for Mayors, Economic Recovery Group, Public Transit Advisory Committee meeting, and the memorial at CWU for victims of COVID.

13. Executive Session

13.A. Per RCW 42.30.110(1)(i), to discuss with legal counsel representing the agency matters relating to agency enforcement actions, or to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the

governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency.

Council recessed and began Executive Session at 8:22 pm and it was anticipated to take 10 minutes.

Council reconvened at 8:32 pm.

14. Adjournment

Meeting adjourned at 8:32 pm

Mayor

ATTEST:

City Clerk



ELLENSBURG ARTS COMMISSION MINUTES

December 10, 2020 4:00pm

ZOOM Call

Commissioners Present: Laura Bobovski, Alex Eyre, Monica Miller, Jerry Dougherty, Cassandra Town, Brian Kooser

Commissioners/Others Absent: None

Others Present: Staff Liaisons Josephine Camarillo, Council Liaison Tristen Lamb

Call to Order: Chair Eyre called the meeting to order at 4:02pm

Guests: None

Approval of Agenda: Motion made by Miller to accept amended agenda of adding website changes, public art calls and retreat to Old Business. Seconded by Eyre. Motion passed.

Citizen Comment on Non-Agenda Items – None

Guest Speaker/Presenter/Correspondence – Inquiry from Marie Marshawn regarding Poet Laureate. She would like to be considered for 2021 Poet Laureate.

Approval of Minutes from November 12, 2020 and November 19, 2020: Town motioned to accept minutes from November 12 and 19. Seconded by Dougherty. Approved.

Budget/Financial Report: Current spending plan presented and discussed. 2021 DRAFT spending plan presented and discussed. 2021 spending plan to be finalized at Board Retreat.

New Business – None

Old Business

1. Bus shelter art- Artists still need to submit a higher resolution of their artwork. Alex will contact each artist to help resubmit. Bus shelter art will be placed via randomizer program to avoid any favoritism with location of art. 2020 special call bus shelter will be located at 209 N. Ruby St.
Motion made by Eyre to present bus shelter art location map recommendation to Council. Seconded by Town. Motion passed.
2. Website changes and updates- Town submitted to commission suggested website changes. Website is an important tool to communicate current information. Staff will inquire with City Finance Dept. to possibly contract out independent web designer.
Motion made by Miller to create a website to promote and foster the arts in Ellensburg, independent from City website with an allowance up to \$5000 from 2021 budget.
Seconded by Town. Motion passed.
Motion made by Town for Commission to open a FaceBook page subject to approval of the City Manager. Eyre seconded. Motion passed.
3. Public Art calls for Rotary Park and 11th Bus Shelter Call- no submissions yet for Rotary Park Art Call. 11th Bus Shelter call status ready for posting with adjusted submission dates to Feb. 8, 2021, with artist notification by March 2, 2021. March/April installation.
4. February Retreat Date – Feb 25 3pm-5pm, need ideas/concepts for the next 3 years.
Agenda will include:
 - a. Cultural Plan
 - b. Donna Nylander Archive

Subcommittee Business

1. Funding – Town and Dougherty will look into grants, help accrue funding from other sources. Town reported on Grant Writing workshop she attended.

2. Public Art – Commission would like to invite Brad to next meeting to discuss call for Art for the public park. Need to create a process for street and sidewalk temporary murals. We currently don't have one. Update, skate park will not be moved, Jason will need to resubmit his project and would need to bring art proposal back to EAC then it will go to Council. Eyre will follow-up with him.
3. Advocacy/Public Relations – committee met and suggests commissioners write letters to editor to further promote the Arts Commission and art related activities in Ellensburg.
4. Art Walk – Currently not allowed to promote 1st Friday event but can promote venue. Commission interested in creating a 1 hour podcast walking tour of the downtown art. Schlanger did one with his class. Storytellers/performers could possibly do it. Motion made by Miller for Commission to fund Ellensburg Community Radio up to \$500 to create a walking art tour podcast (60min) of the arts in downtown Ellensburg for Feb 1, 2021. Seconded by Town. Motion passed.

Unscheduled Business

None

Announcements

Adjourned Chair adjourned the meeting at 5:41pm.

Next Meeting: January 14, 2021

Drafted: 12/10/2020

Approved: 1/14/2021

Respectfully submitted by: Josephine Camarillo, Staff

CenterFuse

ELLENSBURG'S BUSINESS DEVELOPMENT AUTHORITY BOARD OF DIRECTORS MEETING MINUTES

REGULAR MEETING

Wednesday, December 9, 2020 – 4:00 pm
Virtual Meeting

Members in attendance: Jared Vallejo, Linda Schactler, Garrett Poshusta, Grant Clark, James Jankowski, and John Perrie

Others Present: Ellensburg City Council liaison, Stacey Bankston Engel; Centerfuse Executive Director, Margaret Reich

1. Chair Vallejo called the meeting to order at 4:01 pm
2. Approval of Agenda. Linda Schactler moved, Garrett Poshusta seconded. Motion approved with all in favor.
3. Approval of Minutes. Linda Schactler moved to approve the minutes of the November 11, 2020 meeting. Grant Clark seconded. Motion approved with all in favor.
4. Board Business

a) **Financial Report (Action)**

Discussion by the Board about signatory authority on the Cashmere Valley Bank account. Linda Schactler moved to approve signing authority on the Cashmere Valley Bank account to include the Executive Director, Treasurer and Board Chair. Grant Clark second. Motion approved with all in favor.

A second motion was made by Grant Clark to permit the Executive Director to sign checks less than \$2,500, and for checks \$2,500 and greater, the Executive Director signs along with either the Board Chair or Treasurer. Linda Schactler second. Motion approved with all in favor.

Ellensburg Distillery made a proposal to Centerfuse about their past due debt. Executive Director Reich indicated the remaining amount due is around \$1,500. The Ellensburg Distillery asked to pay \$1,000 and have the debt is cleared. James Jankowski moved that Executive Director Reich contact Ellensburg Distillery with the offer to accept \$1,000 as payment in full within 30 days. Grant Clark second.

Motion approved with all in favor.

b) Accountant/Bookkeeper hiring

Members discussed the possible responsibilities an accountant or bookkeeper might provide to EBDA. Grant Clark and Margaret Reich indicated they would be willing to meet with local accounting firms about services offered. Linda Schactler moved that the Board direct Grant Clark and Margaret Reich to seek services of an accountant and/or bookkeeper that best represent the needs of EBDA. Grant Clark second.

Motion approved with all in favor.

c) Review of draft 2021 annual budget

Members reviewed the proposed 2021 annual budget. As per the City of Ellensburg's Interlocal Agreement, each year at the January meeting an annual budget is to be adopted.

d) Board decisions

There is a current board vacancy. Each board member is asked to think of one person they would like to see serve on the board, and share that information at the January meeting, thinking about 'what expertise do we have and what do we want'.

Board officer elections are scheduled for the January 2021 meeting. Nominated for officer positions in 2021 are: James Jankowski, Chair; Linda Schactler, Vice Chair; Grant Clark, Treasurer; and Garrett Poshusta, Secretary.

e) Property Management Updates

The updated land lease agreement for the EBDA Airport Building (3110 N. Airport) with Kittitas County is signed. The County is in the process of approving and signing the lease of Unit #1 at the EBDA Airport Building beginning January 1, 2021. With the lease of Unit #1, all four units at the EBDA Airport Building are leased.

There are two tenants at the City of Ellensburg's Incubator; one of the tenants leases two units. Two units are vacant. Discussion about the type of tenant the board wishes to lease space to, and the need to further promote vacancies. Members considered the possibility of locating the EBDA office at the Incubator after the current office lease expires.

f) Project Updates

1) Broadband

Garrett reported that the bulk of the work on the broadband proposal is wrapping up. Gathering of speed test data is still underway. A deadline for accepting responses to the speed test is December 18, 2020. Board members will contact tech experts to see if they would consider reviewing the consultant report when complete.

2) Community Connect Downtown Wifi

Garrett provided an update on the City of Ellensburg's project to install a HUB at the visitor center in downtown Ellensburg and test a distributed pilot project. Members will continue to monitor the City's pilot project and use the Broadband Feasibility Study Report to help guide points of connection.

3) Marketing

A RFQ was sent to businesses for marketing services to remote workers. A respondent was selected to start a 60 day campaign late December 2020 surrounding the phrase "The Answer Is Ellensburg".

g) **Committee Updates**

Strategic plans/goals

James requested a meeting to talk about the strategic plan and board retreat.

5. Items for Future Consideration

- Margaret to check on the lease term for the office space.
- Discuss options for the city's incubator building
- Approve 2021 board officers and budget

Adjournment: Meeting adjourned 5:34 pm

Drafted: 12/12/2020

Approved:

Submitted by: Margaret Reich



Ellensburg Business Development



209 North Ruby Street, Ellensburg, WA 98926

LIBRARY BOARD MEETING

Tuesday, December 8, 2020

ZOOM <https://us02web.zoom.us/j/9795257314>

PRESENT: Marty Blackson, Julie Cloninger, Andreina Delgado, Loretta Gray, Mary Holmgren, PJ MacPhaiden, Andrea Sledge

COUNCIL LIASON: Tristen Lamb

ABSENT: None

STAFF: Josephine Camarillo

I. CALL TO ORDER: Delgado called the meeting to order at 4:30 p.m.

II. Approval of the Agenda: M/S/P

III. Approval of the Minutes: M/S/P

IV. Citizen Comment/Suggestions: None

V. Reports

A. Director's Report: (1) The Governor's orders have not affected the Library. (2) Josephine has attended various trainings. (3) On the Library's website, Consumer's Reports has drawn users. (4) A grab-bag give-away and Storytime took place. (5) Circulation discussed.

B. Budget Report: Based on October's report, we're 5 percent lower, a good place to be.

C. Friends' Report: The twice-a-month book sales have continued.

VI. Old Business

A. None

VII. New Business

A. 2021 Board Officers

1. Chair: Mary Holmgren

2. Vice Chair: Marty Blackson

3. Secretary: Loretta Gray

B. 2021 Planning

1. Retreat: February, with mini-presentations

2. Projects: Policies and Procedures, Library Expansion Plans

VIII. Upcoming Programs/Events: Holiday Grab Bags, Holiday hours

IX. Unscheduled Business: Summer Reading Program: Tails and Tales. Tom Dell announced his retirement.

Next regular meeting will be January 12, 2021. Location: Zoom.

Respectfully submitted,
Loretta Gray



CITY OF ELLENSBURG

Utility Advisory Committee

Date of Meeting
Time of Meeting
Place of Meeting

December 17, 2020
3:30 PM
GoToMeeting

1. CALL TO ORDER

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

2. ROLL CALL

Members present: Nancy Lillquist, Chair; Nancy Goodloe, City Council; Gary Gleason, CWU. Jim Goeben and Bob Johnson were absent due to no telecomm items. Ed Barry, Vice Chair was absent (excused).

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; Darren Larsen, Assistant Utilities Director; Julie Coppock, Rate Analyst.

3. APPROVAL OF MINUTES

3.A. Approve minutes - November 19th, 2020 regular meeting minutes
Nancy Goodloe 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. Twin City Foods Industrial Wastewater Discharge Agreement Renewal
Nancy Goodloe moved to approve the consent agenda. **Motion approved.**

5. CORRESPONDENCE AND CITIZEN COMMENTS ON NON-AGENDA ITEMS

6. TELECOMMUNICATIONS UTILITY DISCUSSION ITEMS

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

7.A. Resolution to Declare City Utility and Personal Property as Surplus

Gary Gleason moved the committee make a favorable recommendation to City Council to adopt the proposed resolution declaring city utility and personal property as surplus. **Motion approved.**

7.B. Dominion Energy Questar's Clay Basin Natural Gas Storage Facility - Contract Renewal

Gary Gleason moved the committee make a favorable recommendation to City Council to renew the natural gas storage facility agreement. **Motion approved.**

7.C. HopeSource Low-Income Energy Conservation Agreements

Committee members discussed increasing eligibility for the gas weatherization low-income energy conservation from 125% federal poverty level (FPL) to 200% which would align with the light conservation program. There is \$75,000 in each light and gas budget for conservation programs, with \$30,000 of that budget being allocated to low-income energy conservations. The three year term of the contract was discussed and the committee suggested to leave the term as-is, but review the program after one year to make sure customers are being served as projected.

Nancy Lillquist moved the committee make a favorable recommendation to City Council to continue the three year low-income weatherization agreements with HopeSource for both light & gas, modifying the income threshold to 200% FPL to align with BPA implementation manual and monitoring the allocation to low-income energy conservation and adjusting as needed. **Motion approved.**

7.D. HopeSource Energy Audit Agreement

Nancy Goodloe moved the committee make a favorable recommendation to City Council to authorize a two year contract with HopeSource to utilize \$5000 from the light budget to pay for energy audits. **Motion approved.**

7.E. Natural Gas Rebates

Staff requested guidance on how to proceed with 2021 natural gas rebates. The committee recommends reducing fuel switching & new construction rebate amounts, increasing appliance upgrade rebate and adding a rebate for a smart thermostat. Staff will prepare a proposal for the next UAC meeting.

8. INFORMATION ONLY ITEMS

8.A. Public Works & Utilities Issues and Updates

Staff shared updates for each Public Works & Utilities Department.

9. NEXT MEETING

9.A. January 21st, 2021 at 3:30 pm

10. ADJOURNMENT

With no further discussion, the meeting adjourned at 4:37 pm.

Kim Caulkins
Recording Secretary
Drafted: 12/18/2020
Approved: 1/21/2021



CITY COUNCIL AGENDA REPORT

- City Council Meeting Date:** February 1, 2021
- Item Title/Agenda Subject:** Amendment # 2 to the Reecer Levee Certification Contract with Aspect Consulting
- Submitted by:** Jon Morrow Public Works & Utilities
- Recommended Action or Motion:** Authorize the Public Works and Utilities Director to sign Amendment # 2 with Aspect Consulting and approve the necessary budget adjustment.
- Background/Summary:** Aspect Consulting is under contract with the City to help certify the lower reach and upper reach (not yet constructed) levee system on Dolarway with the Federal Emergency Management Agency (FEMA), in coordination with the Kittitas County Flood District. FEMA regulations have changed in the past couple of years and now require more freeboard and the systems must be tied to existing high ground for certification purposes. Aspect consulting is working with the County Flood District and their consultant to verify modeling data so a potential certification package can be sent to FEMA.
- Previous Council Action:** None
- Analysis:** The contract values for both the original contract (attached) and Amendment # 1 (also attached) did not require they be submitted to the UAC or Council for authorization. Amendment # 2 scope of work is more detailed and will finalize the work needed for levee certification by FEMA. The UAC forwarded a favorable recommendation to City Council for the Public Works and Utilities Director to sign the agreement at its January 21, 2021 meeting.
- Financial Impact:** The Stormwater Utility Fund has adequate fund balance to cover the expenditure. Amendment number 2 adds \$81,637 to the contract and a budget adjustment is necessary. The City is working on drafting an Interlocal Agreement (ILA) with the County Flood District to get reimbursed for all of this work. That ILA has been reviewed by staff and sent back to the County for acceptance and authorization. The ILA will be

presented to the UAC and Council in the near future.

Attachments:

[Amend #1 to Aspect Consulting Agreement](#)

[Amend #2 Aspect Consulting](#)



Amendment to Professional Services Agreement

Amendment No.: 1	Project No.: 200064	Date: July 6, 2020
Client: City of Ellensburg		
Project Name: Reecer Creek Floodplain Mapping and Levee Certification Support Services		

Description of Amendment	Cost
<p>Aspect Consulting, LLC (Aspect) is providing this Amendment No. 1 in order to continue providing on-call Reecer Creek floodplain mapping and levee certification support services to the City of Ellensburg (Client). To date, Aspect’s project work has included:</p> <ul style="list-style-type: none"> • Reviewed flood mapping products from the County’s consultant (WSE). • Reviewed FEMA levee certification guidance, USCOE levee design standards, and FEMA levee freeboard reduction request guidance. • Developed a levee certification strategy for discussion with the City and the County’s floodplain mapping consultant, WSE. • Held a conference call with WSE to review their flood mapping products, Aspects design products, the levee certification strategy, and data sharing and coordination goals. • Held a conference call with the City to discuss the levee certification strategy, the WSE meeting, and recommended next steps. • Transferred Aspect’s Reecer Creek project data to WSE for updated modeling. • Prepared a memo summarizing work conducted, coordination with WSE, levee certification strategy, and recommended next steps. • Continued to coordinate with WSE on the status of additional modeling. • Researched HPA regulations for work above the OHWL. • Held a conference call with the City to refine the levee certification strategy, particularly related to the I-90 tie-in. • Reviewed information regarding the I-90 levee tie-in vicinity, the I-90 bridge, and the City’s path through the bridge. • Researched Corps standards for levee-floodwall transitions. • Developed I-90 levee-floodwall tie-in schematics for discussion with the City. • Held a conference call with the City to discuss meeting with the County FCZD and likely future tasks necessary to obtain levee certification. • Scheduled another conference call with WSE (for June 29th). <p>This amendment revises Section 5 and Exhibit D of the Professional Services Agreement between Aspect and the City (dated February 7th, 2020) to provide additional funding for Aspect to continue services as described in Task 1 of Exhibit A of the agreement. Expected services under this amendment include: additional conference calls/meetings with the City, County, and WSE; reviewing and commenting on WSE modeling products; additional coordination with FEMA; development of additional levee/road/swale modification concepts; and other related work.</p>	<p>Amendment No. 1 Cost: \$15,000</p> <p>Total Revised Agreement Section 5 and Exhibit D Cost: \$30,000</p> <p>Amendment No. 1 Services Will Be Billed on a Time and Materials Basis according to the Rate Schedule included as Exhibit C with the original Agreement.</p>

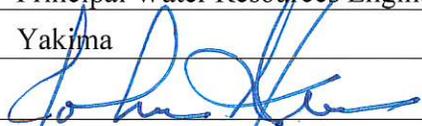
Bainbridge Island Office:	350 Madison Avenue North, Bainbridge Island, WA 98110	(206) 780-9370
Bellingham Office:	907 Harris Avenue, Suite 301, Bellingham, WA 98225	(360) 746-8964
Seattle Office:	401 Second Avenue S, Suite 201, Seattle, WA 98104	(206) 328-7443
Wenatchee Office:	23 South Mission Avenue, Suite C, Wenatchee, WA 98801	(509) 888-5766
Yakima Office:	123 East Yakima Avenue, Suite 200, Yakima, WA 98901	(509) 895-5957

Amendment No. 1

Project No. 20064

Assumptions: *The effort involved to continue Task 1 is uncertain, therefore Aspect's work will be conducted on a flexible time and materials basis not to exceed the total amended budget without City approval.*

This change amends the agreement between Aspect Consulting, LLC & the City of Ellensburg dated February 7th, 2020. Except as amended above, all terms and conditions of the agreement apply to this contract change.

ASPECT CONSULTING, LLC <i>a limited liability company</i>	By: 
	Printed Name: John Knutson, PE Principal Water Resources Engineer
	Office: Yakima
CLIENT	By: 
	Printed Name/Date: JOHN AKERS 7-10-2020

copy

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF ELLENSBURG
AND
ASPECT CONSULTING, LLC**

RELATING TO: Reecer Creek Floodplain Mapping and Levee Certification Support Services

THIS TIME AND MATERIALS STANDARD BILLING RATE CONTRACT is made and entered into this 13th day of February, 2020 ("Effective Date"), by and between THE CITY OF ELLENSBURG, a Washington municipal corporation (hereinafter called the "CITY") and (ASPECT CONSULTING), a LLC authorized to do business in the state of Washington (hereinafter called the "CONSULTANT").

1. RECITALS.

1.1. The CITY desires to obtain professional services for work related to the Reecer Creek Floodplain Mapping and Levee Certification Support Services project.

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

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

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

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

2. SCOPE OF WORK.

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

2.2. The CITY may review the CONSULTANT'S work product, and if it is not satisfactory, the CONSULTANT shall make such changes as may be required by the CITY. Such changes shall not constitute "Extra Work" as related in Section 12 of this

Agreement.

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

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

3. TIME OF PERFORMANCE. The CONSULTANT may begin work upon the Effective Date of this Agreement by both parties, or the CITY's issuance of a Notice to Proceed, whichever is applicable, and the duration of the Agreement shall extend through February 26, 2021. The work shall be completed in accordance with the schedule set forth in the attached Exhibit B.

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

4.1. Payment shall be on the basis of the CONSULTANT'S standard billing rates multiplied by the actual hours worked as set forth in the attached Exhibit C.

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

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

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

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

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

4.7. The CITY may desire to establish a Management Reserve Fund to provide the Agreement Administrator with the flexibility to authorize additional funds to the Agreement for allowable unforeseen costs, or reimbursing the CONSULTANT for

allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this Agreement. Such authorization(s) shall be in writing and shall not exceed the lesser of \$15,000 or 10% of the Maximum Compensation as shown in Section 5 of this Agreement. The amount included for the Management Reserve Fund is \$0.00. This fund may not be replenished. Any changes requiring additional costs in excess of the Management Reserve Fund shall be made in accordance with Section 12 – Extra Work.

5. MAXIMUM COMPENSATION.

5.1. The CONSULTANT's total compensation and reimbursement under this Agreement, including labor, direct non-salary reimbursable costs and outside services, shall not exceed the maximum sum of \$15,000. This amount is the maximum amount to be paid under this Agreement and shall not be exceeded without prior written authorization from CITY in the form of a negotiated and executed amendment of this Agreement.

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

6. RELATIONSHIP OF PARTIES.

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

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

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

7. OWNERSHIP OF DOCUMENTS. Upon completion of the work and payment of CONSULTANT'S fee, all documents, exhibits, photographic negatives, or other presentations of the work shall become the property of the CITY for use without restriction and without representation as to suitability for reuse by any other party unless specifically verified or adapted by the CONSULTANT. However, any alteration of the documents, by the CITY or by others acting through or on behalf of the CITY, will be at the CITY's sole risk.

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

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

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

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

10. SUBCONTRACTING.

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

10.2. In all solicitation either by competitive bidding or negotiation made by the CONSULTANT for work to be performed pursuant to a subcontractor, including procurement of materials and equipment, each potential subconsultant or supplier shall

be notified by the CONSULTANT of CONSULTANT's obligations under this Agreement, including the nondiscrimination requirements.

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

11. SUPERVISION, INSPECTION AND PERFORMANCE.

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

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

11.3. CONSULTANT shall be responsible for the professional quality, technical adequacy, accuracy, timely completion, and coordination of the Services and all plans, designs, drawings, specifications, reports, and other work performed pursuant to this Agreement. CONSULTANT shall perform the Services in accordance with the standard of care of its profession in the same or similar localities at the time services are performed. CONSULTANT shall be responsible for the professional standards, performance, and actions of all persons and firms performing the Services under this Agreement. CONSULTANT shall, without additional compensation, correct any specific breach of a contractual obligation in the Services and revise any errors or omissions in any plans, designs, drawings, specifications, reports, and other products prepared under this Agreement.

12. CHANGES IN WORK. Other than changes directed by the CITY as set forth in Section 1 above, either party may request changes in the scope of work. Such changes shall not become part of this Agreement unless and until mutually agreed upon and incorporated herein by written amendments to this Agreement executed by both parties.

13. EXTRA WORK. The CITY may desire to have the CONSULTANT perform work or render services in connection with this project, in addition to the Scope of Work set forth in Exhibit A and minor revisions to satisfactorily completed work. Such work shall be considered as "Extra Work" and shall be addressed in a written supplement to this

Agreement. The CITY shall not be responsible for paying for such extra work unless and until the written supplement is executed by both parties.

14. TERMINATION.

14.1. The CITY may terminate this Agreement in whole or in part whenever the CITY determines, in its sole discretion that such termination is in the best interests of the CITY, upon not less than ten (10) days' written notice to the CONSULTANT. Written notice will be by certified mail sent to the consultant's designated representative at the address provided by the CONSULTANT.

14.2. The CITY may terminate this Agreement, in whole or in part and at any time, in writing if CONSULTANT substantially fails to fulfill any or all of its material obligations through no fault of CITY. If CITY terminates all or part of this Agreement for default, CITY shall determine the amount of Services satisfactorily performed to the date of termination and the amount owing to CONSULTANT using the criteria set forth below; provided that (a) no amount shall be allowed for anticipated profit on unperformed Services or other work, and (b) any payment due to CONSULTANT at the time of termination may be adjusted to the extent of any additional costs CITY incurs or will incur because of CONSULTANT's default. In such event, CITY shall consider the actual costs incurred by CONSULTANT in performing the Services to the date of termination, the amount of Services originally required which was satisfactorily completed to the date of termination, whether the Services or deliverables were in a form or of a type which is usable and suitable to CITY at the date of termination, the cost to CITY of either completing the Services itself or employing another firm to complete the Services in addition to the inconvenience and time which may be required to do so, and other factors which affect the value to CITY of the Services performed to the date of termination. Under no circumstances shall payments made under this provision exceed the Schedule of Charges. This provision shall not preclude CITY from filing claims and/or commencing litigation to secure compensation for damages incurred beyond that covered by withheld payments.

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

15. INDEMNIFICATION/HOLD HARMLESS.

15.1. The indemnification and defense obligations specified in this Section 15 (“Indemnity Obligations”) have been mutually negotiated and shall survive the expiration, abandonment, or termination of this Agreement. The Indemnity Obligations shall extend to claims that are not reduced to a suit and to any claims that may be compromised prior to the culmination of any litigation or the institution of any litigation. Inspection, acceptance or payment by CITY of or for any Services performed by CONSULTANT shall not be grounds for avoidance of any Indemnity Obligations.

15.1.1. Professional errors and omissions. For any losses that arise from any error, omission, negligence or other malpractice in the exercise of CONSULTANT’s professional judgment in the performance of architectural, landscape architectural, engineering, or land surveying services such that RCW 4.24.115 would apply, CONSULTANT shall defend, indemnify, and hold the CITY harmless from all such losses to the extent caused by any violation of law, including state, federal or municipal law or ordinance, or negligent act, omission, breach of contract, or willful or intentional misconduct of CONSULTANT. The obligation of indemnity under this subparagraph does not, however, extend to losses caused by the negligence (whether sole, concurrent or contributory) of the CITY.

15.1.2. Construction claims. In the event that this Agreement is relative to the construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of any building, highway, road, excavation, or other structure, project, development, or improvement attached to real estate (specifically including moving or demolition in connection therewith) and therefore subject to RCW 4.24.115, CONSULTANT shall defend, indemnify and hold harmless the CITY from all losses to the extent caused by any violation of law, including state, federal or municipal law or ordinance, or any negligent act or omission of CONSULTANT. The obligation of indemnity under this Subparagraph does not, however, extend to losses caused by the negligence (whether sole, concurrent or contributory) of the CITY.

15.2. In any and all claims against the CITY by any employee of CONSULTANT, the indemnification obligations set forth above shall not be limited in any way by any limitation on the amount or type of damages or compensation benefits payable by or for CONSULTANT under the applicable worker’s or workmen’s compensation, benefit, or disability laws (including but not limited to, the Industrial Insurance laws, Title 51 of the Revised Code of Washington). CONSULTANT expressly waives any immunity CONSULTANT might have under such laws, and, by entering into this Agreement, acknowledges that this waiver has been mutually negotiated.

16. INSURANCE.

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

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

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

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

16.3.2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, and personal injury and advertising injury. The CITY shall be named or added as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the CITY; and,

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

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

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

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

16.4.2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

16.4.3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

16.5. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

16.5.1. The CONSULTANT's insurance coverage shall be primary insurance with respect to the CITY. Any insurance, self-insurance, or insurance pool coverage maintained by the CITY shall be excess of the CONSULTANT's insurance

and shall not contribute with it.

16.5.2. The CONSULTANT's insurance shall be endorsed to state that coverage shall not be cancelled, suspended or materially changed by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the CITY.

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

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

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

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

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

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

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

City of Ellensburg
Department of Stormwater
Attention: Jon Morrow
501 N. Anderson
Ellensburg, WA 98926

ASPECT Consulting LLC
Attention: John Knutson
123 East Yakima Avenue
Suite 200

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

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

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

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

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

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

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

Exhibit A – Scope of Work

Exhibit B – Schedule for the Work

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

Exhibit D – Budget for Each Task

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

CONSULTANT:

By: 

Printed Name: **John Knutson, PE**

Title: **Principal Water Resources Engineer**

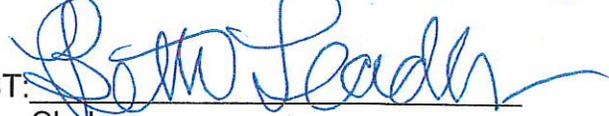
Tax ID#: **91-2149055**

THE CITY OF ELLENSBURG:

By: 

Printed Name: RYAN LYYSKI

Title: PUBLIC WORKS & UTILITIES DIR

ATTEST: 
Clerk

Approved as to Form:

City Attorney

REECER CREEK FLOODPLAIN MAPPING AND LEVEE CERTIFICATION SUPPORT SERVICES

Scope of Work

Aspect Consulting LLC, February 4th, 2020

Background

Aspect Consulting, LLC (Aspect) has been selected by the City of Ellensburg to provide support services related to floodplain mapping and the potential certification of set-back levees along Reecer Creek. The Kittitas County Flood Control Zone District (FCZD) is completing a flood mapping project that includes lower Reecer Creek. The County's flood model does not currently include floodplain changes north of Dolarway Road that are being designed by the City, specifically a set-back levee, bridge, and network of floodplain swales. It is important for the County's flood mapping project to be coordinated with, and account for the City's planned improvements in the area. In addition, FEMA's levee certification standards have changed since the lower Reecer Creek levee was constructed. The new standards affect how the existing and planned levees will be included in the FCZD's flood model and whether they will be formally recognized by FEMA and the National Flood Insurance Program (NFIP) as providing protection during a 100-year flood to lands outside the levees. City coordination with the FCZD and FEMA along with a systematic review of the levee standards, elevations, and tie-in locations is needed to identify and quantify changes that may be needed to meet current levee certification standards.

Phased Support Services

Aspect recommends a phased approach for the floodplain mapping and levee certification support services:

1. The initial phase will involve: coordinating with the City, FCZD, and FEMA regarding levee construction and certification standards, modeling methods, planned improvements; and potential changes needed to meet FEMA's standards. This phase will also involve providing levee, bridge, and floodplain swale design information to the FCZD and interactions with the FCZD and their consultant regarding updated flood modeling approaches and results.
2. A second phase would involve assembling or developing data and documentation to support a request to FEMA for a modification of normal riverine levee freeboard standards and final determination of design changes to the existing and planned levees and related structures to meet FEMA's standards.
3. Work under subsequent phase(s), if any, will depend on the results and recommendations from the initial two phases and decisions by the City. Subsequent phase work could involve Aspect's support for additional technical investigations, coordination with the County FCZD and their consultant regarding final flood map revisions, additional meetings with the City and/or FCZD, etc.

Scope of Work

Aspect's scope of work for Phase 1 of work is provided below. Project management activities such as quality control, budget monitoring, invoicing, status reports, and status communications with the City project manager, are included in the task.

Task 1: Phase 1 Support Services

Aspect will:

- 1.1 Coordinate with the City, County FCZD, and FCZD's flood mapping consultant during Phase 1 work. This may involve meetings, phone calls, teleconferences, and emails.
- 1.2 Review documentation about the existing lower Reecer Creek levee construction standards and estimated freeboard under proposed conditions. Also review recent changes to FEMA's floodplain mapping and levee certification standards.
- 1.3 Obtain and review background data and information from the FCZD's flood mapping consultant to about how the recent draft Reecer Creek floodplain maps were generated.
- 1.4 Coordinate with the City, FCZD, and FEMA regarding levee construction and certification standards, modeling methods, planned improvements; and potential changes and approaches needed to meet FEMA's standards.
- 1.5 Provide the City's levee, bridge, and floodplain swale design information to the FCZD and interact with the FCZD and their consultant regarding updated flood modeling approaches and results. This includes iterative review of updated modeling results and related discussions with the FCZD and their consultant.
- 1.6 Itemize key flood mapping and levee certification issues along with recommended follow-up actions to address them.
- 1.7 Prepare a memorandum describing Aspect's findings and recommendations.
- 1.8 Meet with the City to review and discuss the findings and the need for any follow-up work.

Task 1 Deliverables

- *Phase 1 Reecer Creek Floodplain Mapping and Levee Certification Support Services Memorandum (.pdf format).*

Task 1 Assumptions

- *City staff are available to help gather data and/or provide GIS products during Phase 1 work.*
- *The amount of work involved in Phase 1 is uncertain, therefore Aspect's work will be conducted on a flexible time and materials basis not to exceed an initial budget of \$15,000 without City approval. Depending on the actual amount of work needed during Phase 1, the budget may need to be supplemented. Aspect's standard 2020 Schedule of Charges will be used.*

Schedule

Aspect will commence work upon receiving notice to proceed from the City. Completion of the work is dependent upon agencies and entities outside Aspect's control therefore preparing a firm completion schedule is not possible. However, Aspect will strive to complete Phase 1 and any authorized subsequent phases within approximately one year.



SCHEDULE OF CHARGES

Effective January 2020

Unless otherwise stated in the proposal or services agreement, current rates are as follows:

PERSONNEL CHARGES: ENGINEERS, SCIENTISTS, AND ANALYSTS		<i>Hourly Rate</i>
<i>Principals and Associates</i>		
Principal Scientist/Engineer/Analyst 2		\$263
Principal Scientist/Engineer/Analyst 1		\$249
Sr. Associate Scientist/Engineer/Analyst		\$230
Associate Scientist/Engineer/Analyst		\$215
<i>Technical Professionals</i>		
Senior Scientist/Engineer/Analyst 3		\$215
Senior Scientist/Engineer/Analyst 2		\$202
Senior Scientist/Engineer/Analyst 1		\$188
Project Scientist/Engineer/Analyst 3		\$173
Project Scientist/Engineer/Analyst 2		\$160
Project Scientist/Engineer/Analyst 1		\$150
Staff Scientist/Engineer/Analyst 3		\$138
Staff Scientist/Engineer/Analyst 2		\$125
Staff Scientist/Engineer/Analyst 1		\$116

PERSONNEL CHARGES: TECHNICAL AND PROJECT SUPPORT STAFF		<i>Hourly Rate</i>
<i>Field/Construction Staff</i>		
Field/Construction Supervisor		\$128
Field Technician 2		\$104
Field Technician 1		\$97
<i>Design, CAD, and Graphics Staff</i>		
Engineering Designer		\$150
Sr. CAD Technician/Specialist		\$135
CAD Technician		\$119
<i>Technical Editing and Project Operations</i>		
Sr. Technical Editor		\$120
Technical Editor / Project Coordinator 3		\$109
Project Coordinator 2		\$101
Project Coordinator 1		\$96

PERSONNEL CHARGES: TECHNOLOGY AND SOFTWARE DEVELOPMENT		<i>Hourly Rate</i>
Sr. Technology Project Manager		\$224
Technology Project Manager		\$208
Senior Software/Database Architect/Developer		\$213
Software/Database Architect/Developer		\$187

OTHER DISBURSEMENT CHARGES		
Legal Testimony (4-hour minimum)		\$350/hr
Mileage		Federal Gov Rate Plus 15%
Subcontractors and Miscellaneous Expenses		Cost Plus 15%
<i>Other equipment, rentals, and expenses will be provided on a per job basis.</i>		

Client acknowledges that Aspect will adjust the Schedule of Charges annually, and that the Agreement will remain valid for any and all annually adjusted Schedule of Charges.

Exhibit D – Task Budget

Task	Time and Materials Budget
Task 1: Phase 1 Support Services	\$15,000



Amendment to Professional Services Agreement

Amendment No.: 2	Project No.: 200064	Date: January 4, 2021
Client: City of Ellensburg		
Project Name Reecer Creek Floodplain Mapping and Levee Certification Support Services Project		
Description of Amendment	Cost	
<p>Aspect Consulting, LLC (Aspect) is providing this Amendment No. 2 to provide analysis and design services to facilitate levee certification for the City of Ellensburg (Client). See Attachment 1 for the Amendment No. 2 Scope of Services.</p> <p>This amendment revises the Professional Services Agreement between Aspect and the City (dated February 7th, 2020):</p> <ol style="list-style-type: none"> 1. The Exhibit A Scope of Work provided under Section 2 of the original Agreement is amended to include the extra work services shown in Attachment 1 to this amendment. 2. The Time of Performance Section 3 and Schedule Exhibit B is extended by one year, through February 26, 2022. 3. The Payment Section 4.1 and Exhibit C of the original Agreement is amended to update the Consultants standard rate schedule to that shown in Attachment 2 to this amendment. 4. A Management Reserve Fund (Task 5) of \$11,000 is established per Section 4.7 of the original Agreement. 5. The Maximum Compensation Section 5.1 of the original Agreement is further amended to increase by \$81,637. Amendment 1 increased the original amount to \$30,000, which is further increased to \$111,637 by this amendment. 6. The Budget for Each Task Section 5.2 and Exhibit D of the original Agreement is amended to include the budget shown in Attachment 3. 	<p>Amendment No. 2 Cost: \$81,637</p> <p>Total Revised Agreement Section 5 and Exhibit D Cost: \$111,637</p> <p>Amendment No. 2 Services Will Be Billed on a Time and Materials Basis according to the Rate Schedule included as Attachment 2 to this Amendment.</p>	
This change amends the agreement between Aspect Consulting, LLC & the City of Ellensburg dated February 7 th , 2020. Except as amended above, all terms and conditions of the agreement apply to this contract change.		
ASPECT CONSULTING, LLC <i>a limited liability company</i>	By:	
		
	Printed Name: John Knutson, PE Principal Water Resources Engineer	
	Office: Yakima	
CLIENT City of Ellensburg	By:	
	Printed Name/Date:	

Bainbridge Island Office:	350 Madison Avenue North, Bainbridge Island, WA 98110	(206) 780-9370
Bellingham Office:	907 Harris Avenue, Suite 301, Bellingham, WA 98225	(360) 746-8964
Seattle Office:	401 Second Avenue S, Suite 201, Seattle, WA 98104	(206) 328-7443
Wenatchee Office:	23 South Mission Avenue, Suite C, Wenatchee, WA 98801	(509) 888-5766
Yakima Office:	1106 North 35th Avenue, Yakima, WA 98902	(509) 895-5957

Reecer Creek Floodplain Mapping and Levee Certification Support
Services Design and Certification Services

Scope of Work

Aspect Consulting LLC

Prepared January 4th, 2021

Background

Aspect Consulting, LLC (Aspect) has developed this **Amendment 2** Scope of Work to provide additional consulting services to the City of Ellensburg for the **Reecer Creek Floodplain Mapping and Levee Certification Support Services Project** (*Project*).

Pursuing certification of the Reecer Creek levee system (with a reduced freeboard of 2 ft in some areas) will require additional analyses and technical reports not developed during prior work:

- a. **Hydraulic assessment report to support the certification and reduced freeboard request.** An engineering analyses to show adequate protection with reduced freeboard must submitted to support a levee freeboard reduction request. The analysis must evaluate uncertainty in base flood elevation and include, but not necessarily be limited to an assessment of statistical confidence limits of the 100-year discharge; changes in stage-discharge relationships; and the sources, potential, and magnitude of debris, sediment, and ice accumulation. It must be also shown that the levee will remain structurally stable during the base flood when additional loading considerations are imposed. Aspect assumes that the County’s modeling consultant (WSE) would use their model for the overtopping analysis and to provide scour velocities for the high flow condition. Aspect’s engineers would complete the stability assessment and produce the hydraulic report.
- b. **Embankment protection.** Documentation is required to show that no significant erosion of levee embankments will occur during the base flood (also for the “worst case scenario” in areas where we want the reduced levee freeboard). This includes assessing erosion risk due to water velocities, debris, ice, etc., and needs to account for the duration of the erosive conditions as well as the embankment materials and susceptibility of different areas of the levee to erosion (for instance at bends, or areas of deepest/fastest flowing water). Aspect engineers will complete this assessment, focusing on several key risk areas. Scour was considered during the prior design work but will be reassessed given the higher flows that need to be reviewed.
- c. **Embankment and foundation stability.** An engineering evaluation of seepage issues is required to document that the levee embankment and foundation is designed/built to be stable. Aspect engineers will complete this assessment using information and data from prior geotechnical reports, which is not expected to be a significant effort.

Attachment 1 to Amendment 2 – Scope of Work

- d. **Settlement.** An engineering evaluation is required to document that loss of freeboard due to long term settlement of the levee is not an issue. This analysis must address embankment loads, compressibility of embankment soils, compressibility of foundation soils, compaction methods, etc. Aspect engineers will complete this assessment using information and data from prior geotechnical reports, which is not expected to be significant issue or effort.
- e. **Interior drainage.** An engineering evaluation is required to document that drainage from areas interior to the levee is not a problem (verify that drainage from outside the levee will not pond up and cause flooding problems of its own). Aspect does not expect this to be much of an issue or require significant effort to complete.
- f. **Levee System Operations Plan, Maintenance Plan (OP & MP).** These plans must be provided to support the levee certification request. There are specific requirements for each plan and the City may already have an OP & MP for the lower levee. FEMA requires them to be adopted by council and signed by the City Manager. Aspect assumes that the City will put these together.

In addition to the above technical reports, a FEMA certifiable connection between the lower Reecer Creek Levee and the I-90 Reecer Creek Bridge will be needed. Aspect has developed a preliminary concept that involves tying the lower levee into the ecology block floodwall that passes through the bridge along the pedestrian pathway. While the ability to meet all certification requirements at the I-90 bridge is currently uncertain, Aspect recommends initiating the connection design effort and engaging with FEMA about certification requirements during the process.

Scope of Work

The Amendment 2 Scope of Work provided below addresses:

- ✓ *Amendment 2 Task 1 – Complete 90% Design Package for Lower Levee to I-90 Bridge Connection.*
- ✓ *Amendment 2 Task 2 – Prepare Final Design Package and Bidding Documents for Lower Levee to I-90 Bridge Connection.*
- ✓ *Amendment 2 Task 3 Prepare Levee Technical Report to Support Certification and CLOMR Process.*
- ✓ *Amendment 2 Task 4 – Additional Coordination with City, County, and FEMA During Design and Levee Certification and CLOMR Processes.*
- ✓ *Amendment 2 Task 5 – Management Reserve Fund*

Aspect's project management time is embedded in each task.

Amendment 2 Task 1: Complete 90% Design Package for Lower Levee to I-90 Bridge Connection

Aspect will develop a 90% Design Package for the lower levee to I-90 bridge connection. Aspect's Task 1 services include:

Attachment 1 to Amendment 2 – Scope of Work

- 1.1. Complete a site visit to review conditions in the vicinity of the lower levee and I-90 bridge.
- 1.2. Gather and review existing survey, geotechnical, structural, flood, utility, easement, and as-built data for the lower levee, I-90 bridge, and City pathway through the bridge.
- 1.3. Assess the adequacy of existing survey and geotechnical data, develop a project topographic basemap, and assess geotechnical conditions.
- 1.4. Complete calculations and prepare a 90% Design Package for a lower levee to I-90 bridge connection, this is assumed to involve reconfiguring the lower levee and extending it/connecting it to the existing ecology block wall that extends through the bridge along the City path. The concept is for the ecology block wall to serve as a flood wall, attempting to maintain at least a 2 ft freeboard above the BFE. The design will include reviewing geotechnical issues and consider current USACOE design recommendations for levee-floodwall transitions/connections.
- 1.5. Prepare 90% project specifications and special provisions for a lower levee to I-90 bridge connection.
- 1.6. Prepare 90% materials quantities and construction cost estimate.
- 1.7. Prepare a 90% bid schedule.
- 1.8. Complete internal QA/QC review and submit the 90% Lower Levee to I-90 Bridge Connection Design Package to the City and/or County for review and comment.
- 1.9. Review City and/or County comments and prepare recommended responses.
- 1.10. Meet with the City and/or County to review comments, recommended responses, and obtain direction on the final responses.

Task 1 Deliverables

- *Lower Levee to I-90 Bridge Connection 90% Design Package (PDF format):*
 - *Topographical basemap and 90% design and TESC on 11" x 17" plan sheets.*
 - *Standard details and specifications.*
 - *Special provisions and specifications.*
 - *Engineers estimate of probable project cost.*
 - *Bid schedule.*

Task 1 Assumptions

- *Site visit involves two Aspect engineers for half a day.*
- *No new survey or geotechnical work is needed, or survey work is provided by the County.*
- *No major utility conflicts requiring significant utility relocation design effort.*
- *Given existing infrastructure constraints, Aspect does not guarantee any particular freeboard can be achieved at and through the I-90 bridge.*
- *One 90% design review cycle by the City.*
- *No permitting or agency coordination support.*

Amendment 2 Task 2: Prepare Final Design Package and Bidding Documents for Lower Levee to I-90 Bridge Connection

Aspect will develop a Final Design Package for the lower levee to I-90 bridge connection. Aspect's Task 2 services include:

- 2.1 Refine and update prior hydraulic and drainage calculations as needed during the final design process.
- 2.2 Prepare final revised Design Package for the lower levee to I-90 bridge connection.
- 2.3 Prepare final project specifications and special provisions.
- 2.4 Prepare final materials quantities and construction cost estimate.
- 2.5 Prepare a final project bid schedule.
- 2.6 Complete internal QA/QC review and submit the Final Design Package to the City and/or County for use in contracting the construction work. These plans will also be included in the County's CLOMR package to FEMA.

Task 2 Deliverables

- *Lower Levee to I-90 Bridge Connection Final Design Package (PDF format):*
 - *Topographical basemap and final design and TESC on 11" x 17" plan sheets.*
 - *Final standard details and specifications.*
 - *Final special provisions and specifications.*
 - *Final engineers estimate of probable project cost.*
 - *Final bid schedule.*

Task 2 Assumptions

- *Only minor changes due to comments on the 90% design package (no new or significant re-work).*
- *No major utility conflicts requiring significant utility relocation design effort.*
- *No final design review cycle by the City or County.*
- *No permitting support.*

Amendment 2 Task 3: Prepare Levee Technical Report to Support Certification and CLOMR Process

Aspect will complete analyses and prepare an overall Levee Technical Report to support the CLOMR and levee certification process. Aspect's Task 3 services include:

- 3.1 Coordinating with WSE during completion of technical analyses.
- 3.2 Completing a field visit to review conditions and identify key levee segments for detailed analyses.
- 3.3 Completing technical analyses (hydraulic, scour, stability, seepage, settling, interior drainage) for key sections of the existing and proposed levee.
- 3.4 Preparing an overall draft Levee Technical Report to support the CLOMR and levee certification process. The report will address items a though e mentioned earlier, and is

Attachment 1 to Amendment 2 – Scope of Work

expected to include the following sections: (1) Hydraulic Assessment (to support the certification and reduced freeboard request); (2) Embankment protection; (3) Embankment and foundation stability; (4) Settlement; (5) Interior drainage; (6) Attachments as needed.

- 3.5 Complete internal QA/QC review of the draft Levee Technical Report and submit it to the City and/or County for review and comments.
- 3.6 Review City and/or County comments and prepare recommended responses.
- 3.7 Meet with the City and/or County to review comments, recommended responses, and obtain direction.
- 3.8 Prepare the final Levee Technical Report to support the CLOMR and certification process.

Task 3 Deliverables

- *Draft and final Levee Technical Report (PDF format).*

Task 3 Assumptions

- *No new survey or geotechnical exploration is required, or survey work is provided by the County.*
- *As-built data/documentation is available for the lower levee – including levee construction documentation, cross-section, materials, and crest elevations. If as-built data is not available then survey and/or geotechnical field work could be needed, which would require additional funds.*
- *Field visit involves two Aspect engineers for one day.*
- *WSE provides 2-D modeling results and maps to support the technical analyses (flood extents, BFEs, depths, velocities, etc.).*
- *WSE coordinates with Aspect about flood flows for the flood discharge uncertainty analysis (for the reduced freeboard request), uses their 2-D model to complete the analysis, and provides results to Aspect for incorporation into the report.*
- *It is possible that issues could arise during the technical analysis process that necessitate design modifications not covered by Amendment 2.*
- *City prepares Levee System Operations Plan, Maintenance Plan (OP & MP).*
- *Only minor changes due to comments on the draft report (no new or significant re-work).*

Amendment 2 Task 4: Coordinate with City, County, and FEMA During Design and Levee Certification and CLOMR Processes

Aspect will coordinate with the City, County, FEMA, and other agencies and stakeholders as needed during the project. Potential Task 4 services include:

- 4.1 Project status meetings with the City.
- 4.2 Project team meetings with the City, County, and WSE.
- 4.3 Agency coordination or information meetings with FEMA, Ecology, and USACOE.

Attachment 1 to Amendment 2 – Scope of Work

- 4.4 Miscellaneous stakeholder or agency meetings that may arise (WDFW, Yakama Nation, MCFEG, property owners, etc.).

Task 4 Deliverables

- *Miscellaneous meeting materials (PDF format).*

Task 4 Assumptions

- *Coordination effort is uncertain; therefore Task 4 services will be provided on flexible time and materials basis not to exceed the Task 4 budget of \$5,219 without authorization from the City.*

Amendment 2 Task 5: Management Reserve Fund

Due to the uncertain nature of some of the planned scope of work, a Management Reserve Fund and Task 5 is established to cover unforeseen costs and/or reimburse Aspect for additional work beyond that already defined in Tasks 1 through 4 above. Aspect will not utilize Task 5 funds without written authorization from the City. Potential Task 5 services include:

- 5.1 Additional meetings and coordination efforts with the City, County, WSE, FEMA, Ecology, and USACOE.
- 5.2 Additional stakeholder or agency meetings that may arise (WDFW, Yakama Nation, MCFEG, property owners, etc.).
- 5.3 Additional technical analyses and/or reports related to levee certification.
- 5.4 Additional design/redesign work or review cycles arising out of levee certification analyses or permitting processes.
- 5.5 Other related services as requested by the City.

Task 5 Deliverables

- *To be defined on a case by case basis.*

Task 5 Assumptions

- *When authorized in writing by the City, Task 5 services will be provided on a time and materials basis.*
- *The total Task 5 budget is \$11,000.*

Attachment 2 to Amendment 2 – Consultant Rate Schedule



SCHEDULE OF CHARGES

Effective January 2021

Unless otherwise stated in the proposal or services agreement, current rates are as follows:

PERSONNEL CHARGES: ENGINEERS, SCIENTISTS, AND ANALYSTS	Hourly Rate
<i>Principals and Associates</i>	
Principal Scientist/Engineer/Analyst 2	\$272
Principal Scientist/Engineer/Analyst 1	\$258
Sr. Associate Scientist/Engineer/Analyst	\$238
Associate Scientist/Engineer/Analyst	\$223
<i>Technical Professionals</i>	
Senior Scientist/Engineer/Analyst 3	\$223
Senior Scientist/Engineer/Analyst 2	\$209
Senior Scientist/Engineer/Analyst 1	\$195
Project Scientist/Engineer/Analyst 3	\$179
Project Scientist/Engineer/Analyst 2	\$166
Project Scientist/Engineer/Analyst 1	\$155
Staff Scientist/Engineer/Analyst 3	\$143
Staff Scientist/Engineer/Analyst 2	\$129
Staff Scientist/Engineer/Analyst 1	\$120
PERSONNEL CHARGES: TECHNICAL AND PROJECT SUPPORT STAFF	Hourly Rate
<i>Field/Construction Staff</i>	
Field/Construction Supervisor	\$132
Field Technician 2	\$108
Field Technician 1	\$100
<i>Design, CAD, and Graphics Staff</i>	
Engineering Designer	\$155
Sr. CAD Technician/Specialist	\$140
CAD Technician	\$123
<i>Technical Editing and Project Operations</i>	
Sr. Technical Editor	\$124
Technical Editor / Project Coordinator 3	\$113
Project Coordinator 2	\$105
Project Coordinator 1	\$99
PERSONNEL CHARGES: TECHNOLOGY AND SOFTWARE DEVELOPMENT	Hourly Rate
Sr. Technology Project Manager	\$232
Technology Project Manager	\$215
Senior Software/Database Architect/Developer	\$220
Software/Database Architect/Developer	\$194
OTHER DISBURSEMENT CHARGES	
Legal Testimony (4-hour minimum)	\$350/hr
Mileage	Federal Gov Rate Plus 15%
Subcontractors and Miscellaneous Expenses	Cost Plus 15%
<i>Other equipment, rentals, and expenses will be provided on a per job basis.</i>	

Client acknowledges that Aspect will adjust the Schedule of Charges annually, and that the Agreement will remain valid for any and all annually adjusted Schedule of Charges.

Attachment 3 to Amendment 2 – Task Budgets

Amendment 2 Task Title	Labor	ODC	Subs	Total
Task 1 - 90% I-90 Bridge Connection Design	\$21,428	\$150		\$21,578
Task 2 - Final I-90 Bridge Connection Design	\$10,445			\$10,445
Task 3 - Prepare Levee Technical Report	\$33,145	\$250		\$33,395
Task 4 - Coord with City/County/FEMA/Etc.	\$5,219			\$5,219
Task 5 – Management Reserve Fund	\$11,000			\$11,000
Total Amendment 2 Budget	\$81,237	\$400		\$81,637



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: February 1, 2021

Item Title/Agenda Subject: Interlocal Jail Agreement with Kittitas County

Submitted by: Dan Hansberry Police

Recommended Action or Motion: Authorize the Mayor to sign the Interlocal Agreement

Background/Summary: Attached is a proposed Interlocal Agreement with Kittitas County that would continue to provide jail services for the City of Ellensburg through 2021. The City of Ellensburg plans to continue a secondary Jail Services Agreement through 2021 with the City of Sunnyside as well. Currently the City of Ellensburg contracts with Kittitas County and City of Sunnyside for jail services. The current bed day rate is \$66.50 through 2020. This agreement does not include a bed day rate increase through 2021, leaving the bed day rate at \$66.50.

City Inmates that qualify for the inmate trustee program currently have a bed day rate of \$50.00 through the 2020 agreement. These are inmates that meet the guidelines to be transferred to Sunnyside at a current bed day rate of \$53.00 per day through 2021. The County agrees to an equal bed day rate for those qualifying inmates that remain at the Kittitas County Jail for the inmate trustee program. This agreement increases the qualified inmate trustee bed day rate to \$53.00 through 2021. Nothing in this agreement prohibits the City from sending inmates to Sunnyside Jail regardless of their inmate trustee status.

Previous Council Action: The Council last authorized the Mayor to sign a Kittitas County Jail services agreement at their December 17, 2018 meeting for 2019 and 2020.

Analysis: This agreement reflects no increases for normal bed rates in 2021, and a \$3.00 increase for qualified inmate trustees. The inmate trustee increase is equal to the Sunnyside Jail bed day rate of \$53.00 through 2021. This agreement for jail services

will be in conjunction with the Sunnyside Jail agreement. Staff will determine which agreement will better suit the City on a per inmate analysis of sentencing and pending court dates. Due to COVID-19 the City of Ellensburg has not been sending inmates to Sunnyside, we will continue evaluating the concerns related to COVID-19 and resume this practice when deemed appropriate and safe to do so.

Financial Impact:

This agreement reflects no increase to the normal bed day rate through 2021. The increase in the inmate trustee bed day rate was anticipated and part of the 2021-2022 biennium budget process. There will continue to be unknown medical expenses and increases, and this too was taken under consideration in the 2021-2022 biennium budget process.

Attachments:

[SH20-030 EPD INMATE HOUSING 2021 - ILA](#)

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF ELLENSBURG, WASHINGTON
AND KITTITAS COUNTY, WASHINGTON,
FOR THE HOUSING OF INMATES FOR 2021**

THIS INTERLOCAL AGREEMENT is made and entered into on this ____ day of _____, 2021 by and between Kittitas County, Washington, a Washington municipal corporation, hereinafter referred to as “County”, and the City of Ellensburg, Washington, hereinafter referred to as the “City”, each party having been duly organized and now existing under the laws of the State of Washington. Both entities may be referred to in this Agreement collectively as “Parties” or individually as “Party”.

WITNESSETH:

WHEREAS, Kittitas County owns and operates the Kittitas County Jail, located in Ellensburg, Washington; and

WHEREAS, the City, whose law enforcement officers from time to time arrest persons for misdemeanors, gross misdemeanors or felonies, which may result in jailing of the person arrested; and

WHEREAS, the City does not own or operate its own jail and seeks to contract for jail facilities and services from the County for confinement of City prisoners; and

WHEREAS, the County has expressed a willingness to provide jail facilities and services to the City; and

WHEREAS, the Interlocal Cooperation Act (Chapter 39.34 RCW) and the City and County Jails Act (Chapter 70.48 RCW), authorizes contracts for jail services made between a county and a city; and

WHEREAS, the governing bodies of each of the parties hereto have determined to enter into this Interlocal Agreement for the Housing of Inmates by action taken at a regular meeting; and

NOW, THEREFORE, in consideration of the above and foregoing recitals, the payments to be made, the mutual promises and covenants herein contained, and for other good and valuable consideration, the parties hereto agree as follows:

I. Governing Law

The parties hereto agree that, except where expressly otherwise provided, the laws and administrative rules and regulations of the State of Washington shall govern in any matter relating to an inmate(s) confined pursuant to this Agreement.

II. Term

This Agreement shall be effective January 1, 2021 and shall extend for a period of one year until midnight, December 31, 2021, subject to earlier termination as provided herein.

III. Notice

All notices, reports, and correspondence to the respective parties of this Agreement shall be sent to the following:

To the City: **Ellensburg Police Department**
100 North Pearl Street
Ellensburg WA, 98926

Primary Contact: **Operations Captain**
Secondary Contact: **Administrative Captain**

To the County of Kittitas: **Kittitas County Jail**
205 W 5th Ave, Ste 1
Ellensburg WA 98926

Primary Contact: **Superintendent Steve Panattoni**

IV. Definitions

The Parties hereby agree that the following terms shall have the specified meanings unless indicated otherwise herein:

- A. Day. A twenty-four hour-long unit of time commencing at 00:00:01 a.m., and ending at 23:59:59 p.m.
- B. Inmate Classifications shall be pursuant to the Kittitas County Jail Objective Jail Inmate Classification which is modeled after the National Institute of Corrections Jail Classification.
 - i) “Minimum” classification shall apply to those inmates who present a low risk to staff and the community.

ii) “Medium” classification shall apply to those inmates who present a moderate risk to staff and the community.

iii) “Maximum” classification shall apply to those inmates who present a substantial risk to staff and the community.

C. City Prisoner means a person arrested by a Police Officer of the City or another law enforcement agency on behalf of the City and booked into the Kittitas County Jail (KCJ) or housed by KCJ for a misdemeanor or gross misdemeanor offense that allegedly occurred within the City. Any felony arrests which result in misdemeanor or gross misdemeanor convictions are deemed City prisoners for the purpose of bed days.

V. Criteria for Determining Prisoner Status

For the purposes of this agreement:

A. City Prisoners being booked into the Kittitas County Jail shall remain the responsibility of the Police Officer of the City and shall not be deemed an inmate of that facility until the City Prisoner is accepted by Jail staff at the time of booking.

B. Individuals who are arrested by a Police Officer of the City on behalf of another law enforcement agency (outside warrants or agency assists) and no criminal charges are filed for alleged criminal offenses within the City, shall not be deemed a City Prisoner.

C. Individuals who are arrested by an outside agency on behalf of the City and housed in the Kittitas County Jail solely on charges resulting from an alleged criminal offense having occurred within the City shall be deemed a City Prisoner.

VI. Jail and Medical Services

A. Inmates deemed City Prisoners for medical purposes shall mean any person arrested by a Police Officer of the City or another law enforcement agency on behalf of the City and booked into the Kittitas County Jail (KCJ) or housed by KCJ for a misdemeanor, gross misdemeanor or felony offense that allegedly occurred within the City. These prisoners shall receive such medical, psychiatric and dental treatment when emergent and necessary to safeguard their health while housed in the Kittitas County Jail. The County will provide or arrange for providing of such medical, psychiatric and dental services. The County will attempt good faith efforts in seeking reimbursement from the City Prisoner. However, except for routine minor medical services provided by the County within the Kittitas County Jail, the City shall ultimately be responsible and pay directly or reimburse the County for any and all costs associated with the delivery of any emergency or necessary medical service provided to City Prisoners. The City shall be responsible for any and all emergent or necessary medical, dental and psychiatric treatment provided outside of the Kittitas County Jail and shall be billed thereafter.

- B. If the County becomes aware that a City Prisoner is in need of medical health care requiring the assistance of a medical health care services provider outside of the Kittitas County Jail, then the County shall make reasonable effort to notify the City prior to obtaining said service. If the City is contacted and does not authorize the County to obtain the service, then the City shall, within four (4) hours, pick up the inmate from the County to transport to medical care. Provided, in the case of emergency, the County may notify the City after the service has been provided.
- C. An adequate record of all such services shall be kept by the County for the City's review at its request, to the extent consistent with confidentiality regulations. Any medical or dental services of major consequence shall be reported to the City as soon as time permits.
- D. Should medical, psychiatric or dental services require hospitalization, the City agrees to compensate the County dollar for dollar any amount expended or cost incurred in providing the same; provided that, except in emergencies, the City will be notified by contacting the duty supervisor at the City prior to the prisoner's transfer to a hospital, if and when circumstances allow, or as soon afterward as practicable.
- E. In the event a City Prisoner is being held on additional charges from one of the following local jurisdictions, Kittitas County Sheriff's Office, Washington State Patrol, Cle Elum PD, South Cle Elum, Roslyn PD, Kittitas PD, Central Washington University PD, the City's responsibility for medical costs attributable to that prisoner shall be no greater than that of the other jurisdiction(s).
- F. Upon payment to the County by the City for a City Prisoner's health care expense, the County will assign to the City, if requested by the City, any and all right to reimbursement for medical expenses authorized under RCW 70.48.130.
- G. The City agrees to pay directly or reimburse the County for any and all medical expenses, as defined in Section VI.A, incurred for City Prisoners and persons arrested by or on behalf of the City, which are not performed by medical staff on contract with the County within the Kittitas County Jail, or paid by the Department of Social and Health Services, including medical, psychiatric, and dental bills as well as prescription medication expenses. City responsibility for such medical expenses incurred for persons convicted of felonies will terminate upon that conviction.

VII. Transportation

The County shall be responsible for the transportation of all prisoners outside the courthouse, unless agreed upon otherwise by the parties in a specific instance. The City

and County agree to equally support the transportation of female City Prisoners for female specific medical purposes where no female corrections officer is available, and where the City has a female officer available on duty.

VIII. Compensation

- A. The County agrees to accept and house City Prisoners for compensation per prisoner at the rate of \$66.50 for the year 2021 (no increase over the prior year) except as provided below. This rate includes minimum, medium and maximum classification inmates. The parties agree that the County will not charge the City a separate booking fee in addition to such rate. The date of booking into, and the date of release from, the Kittitas County Jail of the City Prisoners, no matter how little time of a twenty-four hour day it constitutes, shall count as one day and shall be billed to the City as a day of custody in the County. In the event a City Prisoner is being held on additional charges from one of the following local jurisdictions: Kittitas County Sheriff's Office, Washington State Patrol, Cle Elum PD, South Cle Elum, Roslyn PD, Kittitas PD, Central Washington University PD, the City's cost for those shared bed days shall be no greater than that of the other jurisdictions.
- B. The compensation set forth in subsection (A) above shall be adjusted for City Prisoners participating in Community Corrections Options (inmate workers) subject to the following:
 1. City Prisoners who wish to be considered as potential inmate workers must do so in the same manner as any other inmate. They must have been sentenced, apply for the status and meet such physical and behavioral screening as the County by and through those staff of the KCJ authorized by the Sheriff, and determined to be appropriate at the sole discretion of the County.
 2. A member of the Ellensburg Police Department who has successfully completed the Kittitas County Jail inmate worker program can supervise one of the City inmate workers while they are working for the Department. The City inmate worker will be picked up, signed out, delivered and signed back in by a commissioned officer, full-time or reserve, of the Ellensburg Police Department for City work, or authorized staff of the Kittitas County Jail for County work.
 3. If a City inmate worker escapes from custody while under Ellensburg Police Department supervision, that Department will notify Kittcom first of the escape and then notify the Kittitas County Jail. Ellensburg Police Department will do everything in their power to gain custody of the escaped inmate worker.
 4. Any City inmate workers who are injured while under supervision or care of the Ellensburg Police Department are the City's responsibility. In such cases, the City will be responsible for payment of medical expenses consistent with Section VI, Jail and Medical Services. The City shall not be responsible for any medical or other directly related costs that arise from injuries while such inmate workers are working under the

supervision of County personnel, consistent with XIII, below. Nothing in this provision will preclude seeking indemnification or contribution of any type from third parties.

5. The Parties shall coordinate the scheduling of City inmate work to avoid any scheduling conflicts between an inmate worker working for either Party.

6. The compensation to the County per prisoner for those inmates who are accepted to serve as inmate workers in 2021 shall be \$53.00 per day for each day that the prisoner is eligible to serve as an inmate worker. If a City inmate worker loses their eligibility as an inmate worker, the County shall provide not less than 72 hours' notice before changing the per day charge to the rate provided in subsection (A) above.

7. Nothing in this Section shall prohibit the City from transporting City Prisoners from the KCJ to other jail facilities for housing regardless of the inmate's status as a City inmate worker.

IX. Billing and Billing Dispute Resolution Procedures

A. The County shall transmit billings to the Chief of Police of the City on the following dates: April 15th, July 15th, October 15th, and January 15th. Within forty-five (45) days after receipt, the City shall pay the full amount billed or withhold any portion thereof related to disputed medical costs and provide the County written notice specifying the amount withheld and the grounds for withholding such amount, together with payment of the remainder of the amount billed.

B. Interest on unpaid balances not paid within 45 days of billing shall be computed at 1% of the unpaid balance per month.

C. Withholding of any amount billed shall constitute a dispute to be resolved as follows:

i) The Sheriff, County Prosecuting Attorney, Police Chief and City Attorney or their designees shall attempt to resolve the dispute by negotiation. Negotiation meetings may be conducted once per quarter meeting in the months of January, April, July, and October if requested. If negotiations are unsuccessful, the dispute shall be referred to the City Mayor and the Chair of the Board of County Commissioners for settlement. If not resolved by them within thirty (30) days of referral, the City Mayor and Chair of the Board of County Commissioners may by mutual written consent apply to the Superior Court Judge for appointment of an arbitrator whose decision shall be final and binding on both parties. If mutual written consent to apply for the appointment of an arbitrator is not reached, either party may seek court action to decide the disputed contract provision.

ii) Any amount withheld from a billing, plus interest thereon as set forth in Sec IX (B) determined owed to the County pursuant to the billing dispute

resolution procedure described above shall be paid by the City within thirty (30) days of the negotiated resolution, arbitrator's decision or court finding.

- D. Each party may examine the other's books and records to verify charges. If an examination reveals an improper charge, the amount shall be applied to the next quarter and subsequent quarter's payments until the credit has been exhausted. Any unused credit, which exists at the termination of this agreement, shall be refunded within thirty (30) days of the date of termination.
- E. Billing Statements. The County shall provide a billing statement each quarter in accordance with section IX (A).
- F. Unpaid balances over 60 days in arrears may result in cancellation of access to the Jail for booking of non-felony prisoners.
- G. Upon cancellation of this agreement, the City would be responsible for making its own arrangements for the booking of all City misdemeanors, gross misdemeanor, and court committed prisoners. The City would be responsible for all transportation, housing, medical and supervision costs for such prisoners.

X. Termination

- A. Termination for Material Breach. In the event either party believes the other party has materially breached any obligations under this agreement, such party shall so notify the breaching party in writing, stating the basis upon which breach is claimed and the specific provisions of this agreement claimed to have been violated. The breaching party shall have thirty (30) days from the receipt of such notice to cure the alleged breach and to notify the non-breaching party in writing that cure has been effected. If the breach is not cured within the thirty (30) days, the non-breaching party shall have the right to terminate this agreement by providing ninety (90) days prior written notice to the other party and to Washington State Office of Financial Management, as provided in RCW 70.48.090. The ninety-day notice shall state the grounds for termination and the specific plan for accommodating the affected jail population.
- B. Termination by Mutual Agreement. This Agreement may be terminated by written notice from either party to the other party and to Washington State Office of Financial Management, as provided in RCW 70.48.090, stating the grounds for said termination and specifying plans for accommodating the affected inmates. The notice must be delivered by regular mail to the contact persons identified in Section IV herein. Termination shall become effective ninety (90) working days after receipt of such notice.
- C. Removal of Inmates Following Notice of Termination. Within the ninety (90) day notice period set forth in subsection A or B above, or within such other period of time as may be agreed upon in writing by the parties, the City agrees to remove its inmate(s)

from Kittitas County Jail. In the event of termination of this agreement, the City shall compensate the County for prisoners housed by the County after notice of such termination until the City retakes its inmates in the same manner and at the same rates as if this agreement had not been terminated. Upon termination of this agreement, the City would be responsible for making its own arrangements for the booking of all City misdemeanors, gross misdemeanors, and court committed prisoners. The City would be responsible for all transportation, housing, medical and supervision costs for such prisoners.

XI. Responsibility for Offender's Custody

It shall be the responsibility of the County to confine the inmate or inmates; to provide treatment, including the furnishing of subsistence and all necessary medical and hospital services and supplies; to provide for the prisoners' physical needs; to make available to them programs and/or treatment consistent with the individual needs; to retain them in said custody; to supervise them; to maintain proper discipline and control; to make certain that they receive no special privileges and that the sentence and orders of the committing court in the State are faithfully executed; provided that nothing herein contained shall be construed to require the County, or any of its agents, to provide service, treatment, facilities or programs for any inmates confined pursuant to this Agreement, which it does not provide for similar inmates not confined pursuant to this Agreement. Nothing herein shall be construed as to require the County to provide services, treatment, facilities or programs to the City's Prisoners above, beyond or in addition to that which is required by applicable law.

XII. Right of Refusal

The County shall have the right to refuse to accept any prisoner from the City who, in the judgment of the County, has a current medical condition which may adversely affect the safety of the individual or the safe operations of the Kittitas County Jail or the reasonable operational capacity limits will be reached or exceeded.

XIII. Indemnification

- A. The County shall defend, indemnify, and hold harmless the City, its agents, employees and officers from any and all liability arising out of the performance of this agreement, whether by act or omission of the County, its agents, employees or officers. Such liability shall include but not be limited to, intentional acts, negligence, and violations of prisoner's constitutional rights.

- B. The City shall defend, indemnify and hold harmless the County, its agents, employees and officers from any and all liability arising out of the performance of this agreement, whether by act or omission of the City, its agents, employees, or officers. Such liability shall include, but is not limited to, false arrest and false imprisonment.

- C. The Parties' obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or negligence of the other Party, its agents, officers, employees or sub-consultants.
- D. The Parties' obligations to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of the Parties or of the Parties and a third party other than an officer, agent or employee of the Parties, shall apply only to the extent of the negligence or willful misconduct of each Party.

XIV. Entire Contract

This agreement represents the entire understanding of the parties and supersedes any oral representations that are inconsistent with or modify its terms and conditions.

XV. Modification

This agreement may be modified and amended only in writing and signed by the parties hereto.

XVI. Independent Contractor

In providing services under this Interlocal Agreement, Kittitas County is an independent contractor and neither it nor its officers, agents or employees are employees of the City for any purpose, including but not limited to, responsibility for any federal or state tax, industrial insurance or Social Security liability. Neither shall the provision of services under this Interlocal Agreement give rise to any claim of career service or civil service rights, which may accrue to an employee of the City under any applicable law, rule or regulation.

XVII. General Provisions:

- A. Purpose. The purpose of this Interlocal Agreement is to permit the joint use of the Kittitas County Jail for confinement of prisoners of the parties to the Interlocal Agreement, thereby promoting maximum use and efficiency of the Kittitas County Jail.
- B. Administrator. Pursuant to RCW 39.34.030(4)(a), the administrator for this agreement shall be the Superintendent of the Kittitas County Jail.
- C. Property. Unless otherwise specifically agreed by the parties in writing, all property, personal and real, utilized by the parties hereto in the execution of this Agreement

shall remain the property of that party initially owning it.

- D. Venue. Venue for any lawsuit shall be in the Kittitas County Superior Court.
- E. Filing. This Agreement shall be filed with the Kittitas County Auditor's Office or, alternatively, listed by subject on each or either party's web site or other electronically retrievable public source pursuant to RCW 39.34.040.
- F. Severability. In the event any provisions of this Agreement shall be determined to be unenforceable or otherwise invalid for any reason, such provisions shall be enforced and valid to the extent permitted by law. All provisions of this Agreement are severable, and the unenforceability or invalidity of a single provision herein shall not affect the remaining provisions.
- G. Waiver of Breach. The waiver by either party of the breach of any provision of this Agreement by the other party must be in writing and shall not operate nor be construed as a waiver of any subsequent breach by such other party.
- H. Savings Clause. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provisions of this Agreement and any statute, law, public regulation or ordinance, the latter shall prevail, but in such event, the provisions of this Agreement affected shall be curtailed and limited only the extent necessary to bring it within legal requirements.
- I. Interpretation. This Agreement has been submitted to the scrutiny of all parties and their counsel, if desired, and it shall be given a fair and reasonable interpretation in accordance with its words, without consideration or weight given to its being drafted by any party or its counsel. All words used in the singular shall include the plural; the present tense shall include the future tense; and the masculine gender shall include the feminine and neuter gender.
- J. Access to Records. The parties hereby agree that authorized representatives of the parties shall have access to any books, documents, paper and record of the other party which are pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions. All such records and all other records pertinent to this Agreement and work undertaken pursuant to this Agreement shall be retained by the parties for a period of six years after the final expiration date of this Agreement or any amendments hereto, unless a longer period is required to resolve audit, findings or litigation. In such cases, the parties may expressly agree by an amendment or separate agreement for such longer period for record retention.

IN WITNESS WHEREOF, the above and foregoing Interlocal Agreement has been executed in duplicate by the Parties hereto and made effective on the day and year first above written:

CITY OF ELLENSBURG

**COUNTY OF KITTITAS
BOARD OF COUNTY
COMMISSIONERS**

Bruce Tabb, Mayor Date

Brett Wachsmith, Chairman

Laura Osiadacz, Vice-Chairman

Cory Wright, Commissioner

**COUNTY OF KITTITAS
SHERIFF'S OFFICE**

Clay Myers, Sheriff

ATTEST:

ATTEST:

City Clerk

 Clerk of the Board - Julie Kjorsvik

Deputy Clerk of the Board - Mandy
Buchholz

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney

Douglas R. Mitchell,
Deputy Prosecuting Attorney



CITY COUNCIL AGENDA REPORT

City Council Meeting Date:	February 1, 2021
Item Title/Agenda Subject:	Resolution 2021-03 - 401 N Sampson St - Cowdery street tree removal
Submitted by:	Gordon Crane Public Works & Utilities
Recommended Action or Motion:	Adopt the attached Resolution
Background/Summary:	<p>Sharon Cowdery is requesting permission to remove a domestic apple tree located behind the sidewalk at 401 N. Sampson St., on the 4th Ave. frontage.</p> <p><u>Tree Condition:</u></p> <p>The tree is in poor condition, and has been poorly maintained in the past. It originally had two main stems, but one of them was cut off long ago. The loss of the limb has resulted in dieback and a large canker at the base of the tree. The canker and cambium loss also indicates significant root loss on that side of the tree.</p> <p><u>City Infrastructure damage:</u> none</p> <p><u>Tree Maintenance activity by City:</u> none known.</p> <p><u>Species suitability to location:</u> Apple trees are on the “do not plant” street tree list since the fruit can harbor apple maggots.</p> <p><u>Private damage claims processed by the City:</u> None known.</p>
Previous Council Action:	None.
Analysis:	Removal of the tree is appropriate. The tree is an undesirable species, is in poor condition, and has significant root loss
Financial Impact:	None for the City. The cost will be borne by the applicant.
Attachments:	

401 N Sampson St - Cowdery request

401 N Sampson St - Cowdery tree removal graphics

Resolution 2021-03 - 401 N Sampson St - Cowdery street tree removal

Hello Gordon,

I am writing to request your determination regarding trees in the right of way along 4th Avenue, adjacent to our property at 401 N. Sampson Street.

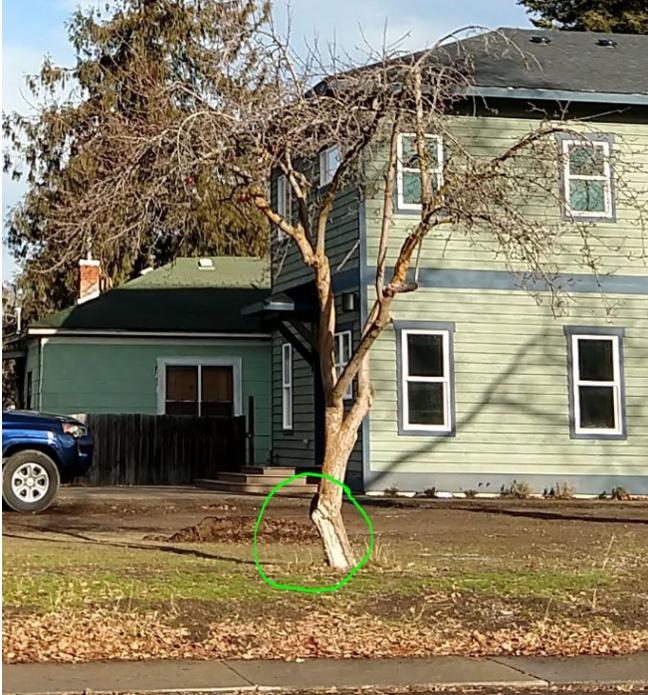
We would like to remove the apple tree (the middle of the three existing trees). We believe it is in poor health and would like to replace it with an alternate variety from the city's approved tree list.

We would also like to plant at least 1, possibly 2 more trees east of the oak tree towards Sampson Street. We look forward to receiving your determination as well as any recommendations you'd be willing to offer regarding trees well suited to this location.

Thank you,

Sharon Cowdery

Attachment 1 – Sharon Cowdery Street Tree removal request



apple tree



topping cut

RESOLUTION NO. 2021-03

A RESOLUTION authorizing Sharon Cowdery to remove one street tree located at 401 N Sampson St;

WHEREAS, ECC 4.36.380 requires that any person, firm or corporation may apply for the removal of street trees, subject to city council approval, under such conditions and requirements as set forth in the Ellensburg City Code;

WHEREAS, Sharon Cowdery has requested permission to remove one street tree;

WHEREAS, the City Arborist has reviewed the condition of the tree and the proposed replanting of the tree, and recommends the City Council authorize removal of the tree;

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

Section 1. Sharon Cowdery is authorized to remove one street tree located on 401 N Sampson Street. Approval is conditioned upon Sharon Cowdery first receiving a Street Tree Permit and Public Works Permit from the City of Ellensburg Public Works & Utilities Department for removal of the tree at Sharon Cowdery's expense including removal of the stump, and replanting one street tree from the City's Street Tree List in the City right of way in an approved location, within one year.

Section 2. A \$400 refundable deposit shall be posted prior to the issuance of the Street Tree Permit to assure replacement of the tree.

Section 3. Removal of the stump shall be done within 30 days of the removal of the tree.

ADOPTED by the City Council of the City of Ellensburg this February 1, 2021.

MAYOR

CITY CLERK

VOUCHER APPROVAL

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

Jenica Pasie
 AUDITING OFFICER

1/25/21
 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 **1ST DAY OF FEBRUARY 2021**. THE COUNCIL, BY A VOTE, HAS APPROVED FOR PAYMENT THE VOUCHERS INCLUDED IN THE ABOVE LIST AND FURTHER DESCRIBED AS FOLLOWS:

Claims Fund				Total Amounts	
Check #'s	151630	TO	151817	\$	797,193.27
EFT #'s	4630	TO	4653	\$	1,009,124.41

Payroll Fund				Total Amounts	
Check #'s	95270	TO	95274	\$	7,491.11
Direct Deposits	59547	TO	59749	\$	374,532.54

 COUNCIL MEMBER

 COUNCIL MEMBER

 COUNCIL MEMBER

 COUNCIL MEMBER

ATTEST: _____
 CITY CLERK



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: February 1, 2021

Item Title/Agenda Subject: Board and Commission Applications

Submitted by: Laurie Gigstead City Manager Department

Recommended Action or Motion: Conduct introductions of the applicants.

Background/Summary: Five people have recently applied to serve on various City boards and commissions. As directed by Council, applications are presented to Council for consideration. The attached chart show current vacancies and applicants. Copies of the Applications for Appointment are attached to the agenda report.

Previous Council Action: N/A

Analysis: There are currently three vacancies on the Lodging Tax Advisory Committee (two "receiver" and one "collector/hotelier"). Lacie Dawson (Kittitas Valley Event Center) qualifies as either a receiver or collector. Marie Smith and Jim Nale qualify as receivers.

There is one vacancy on the Arts Commission.

Financial Impact: None.

Attachments:

[B and C Agenda Report Chart 2-1-21](#)

[Lacie Dawson Application](#)

[Marie Smith Application](#)

[James Nale Application](#)

[Fiona Corner Application](#)

[Ron Rapose 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	6	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	0	1	2	0	1	0	1	0	3	0	0	1	0	1
APPLICANTS														
Lacie Dawson									1 st	2 nd				
Marie Smith									1 st					
James Nale									1 st					
Fiona Corner		1 st								2 nd				

Laurie Gigstead

From: noreply@civicplus.com
Sent: Wednesday, January 13, 2021 8:35 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 Lodging Tax Advisory Committee

Name of Applicant: Lacie Dawson

Address

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

City

State Washington

Zip 98926

Email Address

Phone Number

Length of Residence in Ellensburg 20 years

Do you live within the city limits? No

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 the Program Manager at the Kittitas Valley Event Center. I handle the vast majority of event bookings for the facility as

well as assist in planning for the Kittitas County Fair and other major events.

Organization Affiliations:	International Association of Fairs and Expositions (IAFE)
Why are you seeking appointment?	We host an array of events each year ranging from small club and business meetings to large week-long conventions as well as the Kittitas County Fair and Ellensburg Rodeo. Our facility usage brings people to the area and significantly contributes to the lodging tax base of the City of Ellensburg.
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	Parks and Recreation Commission
Boards & Commissions	<i>Field not completed.</i>

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Laurie Gigstead

From: noreply@civicplus.com
Sent: Thursday, January 14, 2021 11:59 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 Lodging Tax Advisory Committee

Name of Applicant: Marie Smith

Address

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

City

State Wa.

Zip 98926

Email Address

Phone Number

Length of Residence in Ellensburg 65

Do you live within the city limits? No

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

Occupation Status and Background: Retired; former real estate agent 20 years with Windermere

Organization Affiliations:	Ellensburg Rodeo Hall of Fame Western Culture and Art Alliance
Why are you seeking appointment?	To help streamline the Lodging Tax process to be more helpful to applicants and non profits trying to survive in Ellensburg.
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>
Boards & Commissions	<i>Field not completed.</i>

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Laurie Gigstead

From: noreply@civicplus.com
Sent: Monday, January 18, 2021 9:20 AM
To: Laurie Gigstead
Subject: [Ext] Online Form Submittal: Application for Appointment

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Application for Appointment

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

Boards & Commissions Lodging Tax Advisory Committee

Name of Applicant: James E. Nale III

Address

Mailing Address (If
Different)

City Ellensburg

State WA

Zip 98926

Email Address

Phone Number

Length of Residence in
Ellensburg 18 years

Do you live within the city
limits? No

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

Occupation Status and
Background: Retired

Organization Affiliations: Kittitas County Search and Rescue: (Backcountry Ground, Winter Backcountry Ground and Fundraising)
Washington State Search and Rescue Volunteer Advisory Council (SARVAC): (KCSR Rep)
Kittitas Valley Healthcare (KVH) Patient and Family Advisory Councils (PFAC)

Why are you seeking appointment? To help out. We (SARVAC) have been involved in the application and recipient process for several years. The Lodging Tax Advisory Committee is a good process and I would appreciate the opportunity to help out.

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 *Field not completed.*

Boards & Commissions *Field not completed.*

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Laurie Gigstead

From: noreply@civicplus.com
Sent: Friday, January 15, 2021 12:42 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 Arts Commission

Name of Applicant: Fiona Corner

Address

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

City Ellensburg

State WA

Zip 98926

Email Address

Phone Number

Length of Residence in Ellensburg 4 years and 5 months

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 serve as the Assistant Director of Leadership and Development at Central Washington University. I have served in higher education for the entirety of my professional career. I

have previous experience serving on the boards of two non-profits, one where I served as National Chair and the second as the Marketing and Communications Coordinator.

Organization Affiliations:	I do not have any organization affiliations that I think would apply to serving on the Arts Commission.
----------------------------	---

Why are you seeking appointment?	I have lived in Ellensburg for a little over four years. When I first arrived I quickly became involved in the community by attending a church, singing with the Ellensburg Women's Choir, and attending community events. I have found the longer that I live here the less involved I have become. I think the Arts Commission would be a good way for me to become involved in and invest in my community. While I am not an artist (although I like to craft and sew) I believe that art and celebration of art is a critical component of relationship and community building. I also think I could lend my skills towards community organizing, social media, and earning development. If a position on the Arts Commission is unavailable I would also be interested in serving on the Parks and Recreation Commission, should one become available.
----------------------------------	---

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	Parks and Recreation Commission
----------------------	---------------------------------

Boards & Commissions	<i>Field not completed.</i>
----------------------	-----------------------------

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Laurie Gigstead

From: noreply@civicplus.com
Sent: Thursday, January 21, 2021 1:45 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 Arts Commission

Name of Applicant: Rob Rapose

Address

Mailing Address (If
Different)

City Ellensburg

State Washington

Zip 98926

Email Address

Phone Number

Length of Residence in
Ellensburg 10 years

Do you live within the city
limits? No

If applying for the Sr.
Citizens' Advisory Board, are
you at least 55 years of
age? No

Occupation Status and
Background: I'm currently an independent agent in the RV and trailer
aftermarket. I was a tour-guide in Toppenish years ago and
was involved in the "western art scene" in the mid-90s. I also

helped acquire art and artifacts for display (coming as far as Mexico).

Organization Affiliations: First Lutheran Church, Kittitas Co. Roping Club, The American Legion

Why are you seeking appointment? I'm a history buff and was a tour-guide for the historical murals in Toppenish years ago. I love western art especially that portray the rich history of our area. I put together the "Honoring our Local Veterans" signs for last Veteran's Day but would like to do more to serve the community. My schedule usually is pretty flexible and I'm currently working from home most of the time.

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 Landmarks and Design Commission

Boards & Commissions *Field not completed.*

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



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: February 1, 2021

Item Title/Agenda Subject: Second reading of Ordinance 4867 approving petition for annexation P20-083 for parcels 258133, 018133, 038133 and 058133 located on Cascade Street

Submitted by: Jamey Ayling Community Development

Recommended Action or Motion:

1. Hold an open record legislative public hearing; and
2. Conduct second reading and adoption of Ordinance 4867

Background/Summary:

The parcels proposed for annexation are located on the west side of Cascade Street in the 700 block, south of Dolarway Road. A map of the parcel proposed to be annexed is attached to this report (*Exhibit 1*). Pursuant to Chapters 15.210 and 15.360 of the Ellensburg City Code (ECC), annexation requests are a Type V process and therefore require a legislative public hearing before the Planning Commission, with their recommendation forwarded to City Council as the final decision maker.

During the Planning Commission public hearing held on November 12, 2020, there were no public comments made. The Planning Commission questioned the simultaneous adoption of Residential Suburban (R-S) zoning. The majority of the residential zoned properties in west Ellensburg are zoned Residential Low (R-L) and the Commission felt these properties should be zoned accordingly as R-L as well. Because the applicant was not in attendance at the hearing, he was unable to share his rationale for requesting R-S zoning. Upon completion of the public hearing, the Planning Commission unanimously recommended Council approve the annexation request as presented with simultaneous adoption of Residential Low zoning.

Consistent with ECC 15.210, notice of the City Council public hearing was noticed in the Ellensburg Daily Record on January 5, 2021 (*Exhibit 6*); property owners within 300 feet of the proposed annexation area were mailed a notice of public

hearing (*Exhibit 7*); and land use action signs were posted on the property (*Exhibit 8*).

Previous Council Action:

The initial meeting with City Council was held on October 5, 2020 and Council unanimously determined the following:

- Accept the proposed annexation as geographically proposed in the notice of intent;
- Require the simultaneous adoption of Residential Suburban (R-S) zoning; and
- Require the annexation area to assume a proportional share of existing City indebtedness.

Following the public hearing held by the Planning Commission, City Council held a public hearing on December 21, 2020 to consider the annexation petition, submitted by property owner Ray Weisbeck, for parcels 258133, 018133, 038133 and 058133 located on Cascade Street. The annexation request was approved at the conclusion of the hearing and was immediately followed by first reading of Ordinance 4867.

Analysis:

After Council's determination to accept the annexation proposal, a petition for annexation was filed with the Kittitas County Assessor. On October 15, 2020 the Assessor determined the petition for annexation sufficient with regard to legal description and corresponding owner of record (*Exhibit 5*).

Of the proposed parcels to be annexed, the two southern parcels are currently served by City utilities with an outside utility agreement, and the northern two are not. Once the parcels are annexed, further development will necessitate connection to City utilities. City utilities are in close proximity to the proposed annexation area and would be available to service the parcels should the annexation request be approved. Upon annexation, further development would be required to meet Ellensburg City Land Development Code standards, the Public Works Standards, and fire code requirements.

The parcels are bordered by City limits on all sides. The

incorporated parcel on the south side of the proposed annexation area is zoned Residential-Suburban (R-S). The proposed annexation area is bordered on the east by the City of Ellensburg power substation and on the west by the Bonneville Power Administration power substation. Annexation of this parcel would be a logical extension of the City.

Staff recommends Residential Suburban (R-S) zoning for the parcels proposed to be annexed. These parcels are designated as Blended Residential Neighborhood in the Comprehensive Plan, and are adjacent to R-S zoning to the south, Light Industrial to the east and Public Reserve to the west. The R-S zone is consistent with the Comprehensive Plan designation complementing the existing residence and duplex, and allows for the construction of single family dwellings or duplexes on the remaining two lots. Further support for the R-S zoning designation, as opposed to the R-L zoning recommended by the Planning Commission, is the fact that R-S will allow small scale retail as a permitted use. This provides the applicant with additional options to develop the property if housing is not as desirable on the remaining vacant lots. A retail use is not listed as a permitted use in the R-L zone; however, the use would be appropriate given the surroundings and proximity to Dolarway Road.

Financial Impact: No fiscal impact at this time.

Attachments:

[Ordinance 4867](#)

[Exhibit 1 Annexation Area Map](#)

[Exhibit 2 Zoning Map](#)

[Exhibit 3 Future Land Use Map](#)

[Exhibit 4 Signed Petition for Annexation](#)

[Exhibit 5 Kittitas County Assessor Determination of Sufficiency](#)

[Exhibit 6 Affidavit of Publication](#)

[Exhibit 7 Certificate of Mailing 300 Foot Buffer](#)

[Exhibit 8 Affidavit of Posting](#)

ORDINANCE NO. 4867

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ELLENSBURG, WASHINGTON ANNEXING PARCELS 258133, 018133, 038133, & 058133 TO THE CITY OF ELLENSBURG, WASHINGTON, ASSIGNING RESIDENTIAL SUBURBAN ZONING CLASSIFICATION, PROVIDING FOR THE ASSUMPTION OF EXISTING CITY INDEBTEDNESS AND FIXING A TIME WHEN THE SAME SHALL BE EFFECTIVE.

WHEREAS, on August 12, 2020, the City of Ellensburg, Washington received a notice of intention to commence annexation proceedings pursuant to the “direct petition” method of RCW 35A.14.120 for parcels 258133, 018133, 038133, & 058133, as more fully described in Section 1 of this Ordinance and depicted in Exhibit A, attached hereto; and

WHEREAS, on October 5, 2020, the City Council of the City of Ellensburg, Washington held a public meeting with the annexation initiators pursuant to RCW 35A.14.120 and determined that the initiators could proceed to acquire a 60% petition for annexation pursuant to RCW 35A.14.120; and

WHEREAS, at its October 5, 2020 public meeting the City Council set the annexation area and further determined that the property subject to annexation would be zoned Residential Suburban, and assume the annexation area’s share of City indebtedness; and

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

WHEREAS, the petition for annexation was certified as sufficient by the Kittitas County Assessor, on October 15, 2020, having determined that the petition signatures have a combined total assessed value for general taxation of not less than 60% of the total assessed value for general taxation of all property in the proposed annexation area, in compliance with RCW 35A.01.040; and

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

WHEREAS, on November 12, 2020, pursuant to proper notice given in accordance with RCW 35A.14.130, the Planning Commission conducted a public hearing

on the proposed annexation, and following such hearing recommended City Council approve the annexation request; and

WHEREAS, on December 21, 2020 and February 1, 2021, pursuant to proper notice given in accordance with RCW 35A.14.130, the City Council received and reviewed all of the documentation associated with this annexation proposal, conducted public hearings on the proposed annexation in accordance with RCW 35A. 14.140 and RCW 35A.14.330-.340, and following such hearings determined to effect the annexation of the territory described in Section 1 of this ordinance, finding that the petition for annexation met the applicable requirements, and that the best interests of the City of Ellensburg, Washington, will be served by the annexation and that it is appropriate to good government of the City of Ellensburg, Washington, and therefore accepted the petition for annexation pursuant to RCW 35A.14.120 and Chapter 15.360 of the Ellensburg City Code; and

WHEREAS, the territory described in Section 1 of this ordinance is contiguous to the City of Ellensburg, Washington and entirely within the City of Ellensburg Urban Growth Area established pursuant to RCW 36.70A.110,

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

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

CD 7926-A, CD 7926, CD7937, and CD 7938 Section 3 Township 17 Range 18 Tax No. 15, No 26, No 25, No 28 portion of Tax No. 9 and Portion of Vacated 7th Ave. NE 1/4, NE 1/4 Records of Kittitas County, State of Washington being a portion of Section 3, Township 17 North, Range 18 East, W.M., in the County of Kittitas, state of Washington

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

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

Section 4. Land Use Designation and Zoning. All property within the territory so annexed shall be hereby zoned as follows: Kittitas County Assessor Parcel Numbers 258133, 018133, 038133, & 058133 shall be zoned Residential Suburban (R-S).

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

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

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

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

The foregoing ordinance was passed and adopted at a regular meeting of the City Council on the ___ day of February, 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. 4867 is a true and correct copy of said Ordinance of like number as the same was passed by said Council, and that Ordinance No. 4867 was published as required by law.

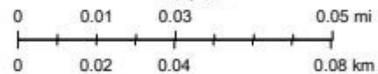
EXHIBIT A: ANNEXATION PARCELS



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1:2,257

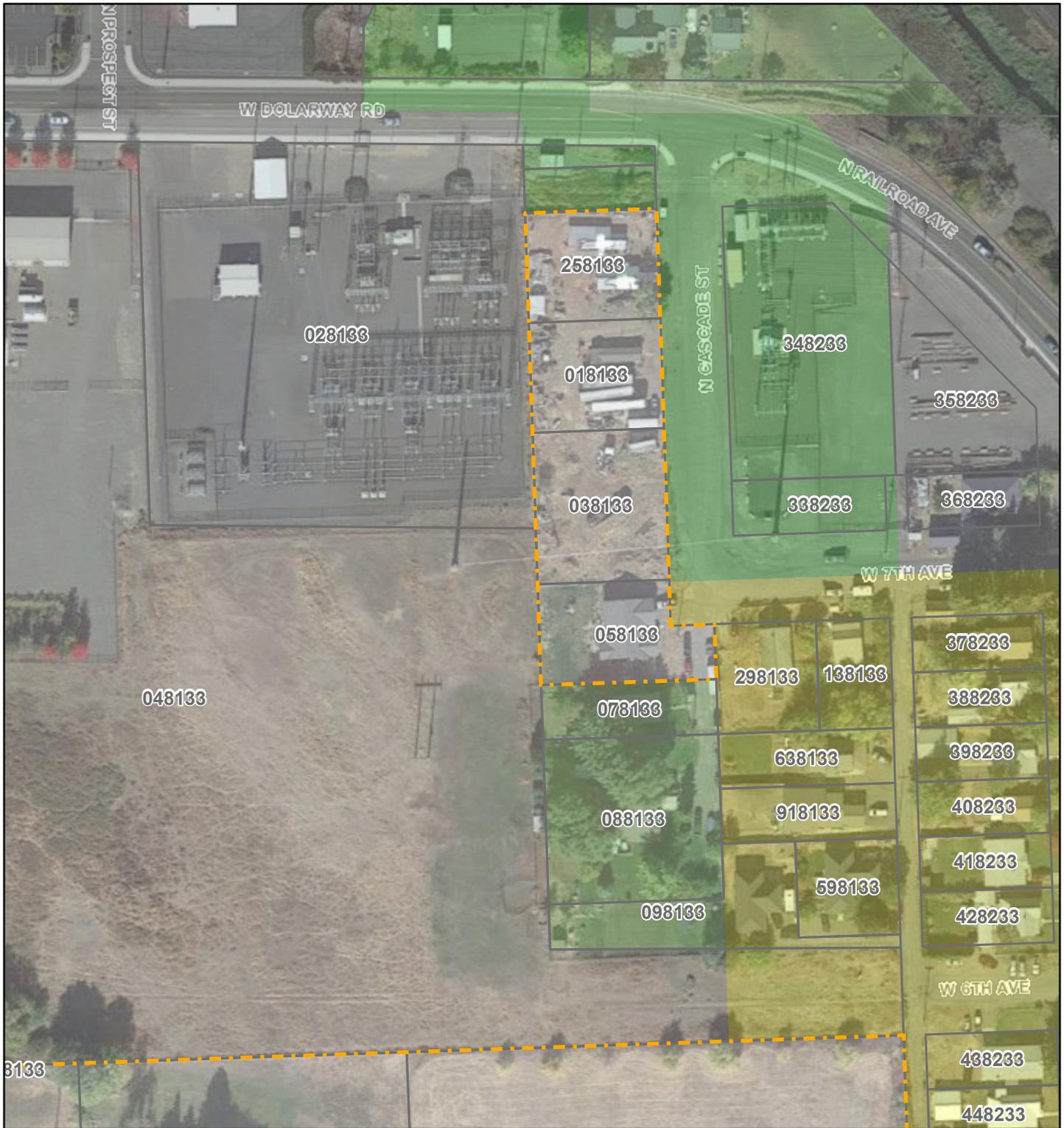
- Urban Growth Area
- City Limits
- County Parcels
- Parcel Labels
- City Parcels
- Zoning**
- RS
- RL
- IL
- IH
- PR
- U-INC
- Major Arterial
- Road



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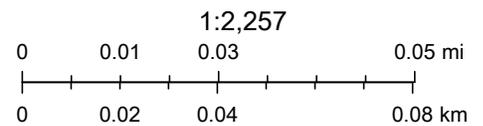
Google Maps | Kittitas County Public Works | Kittitas County Auditor | U.S. Fish and Wildlife Service, National Standards and Support Team, wetlands_team@fws.gov | Ellensburg GIS

Exhibit 1 Parcel Annexation map



11/6/2020, 1:47:02 PM

- Urban Growth Area
 - City Parcels
 - City Limits
 - County Parcels
 - Parcel Labels
- | | |
|--|--|
| <p>Zoning</p> <ul style="list-style-type: none"> RS RL IL | <ul style="list-style-type: none"> IH PR U-INC <p>Major Arterial</p> <p>Road</p> |
|--|--|



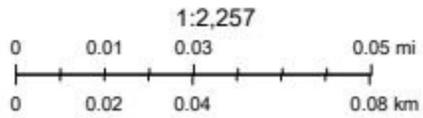
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Exhibit 2



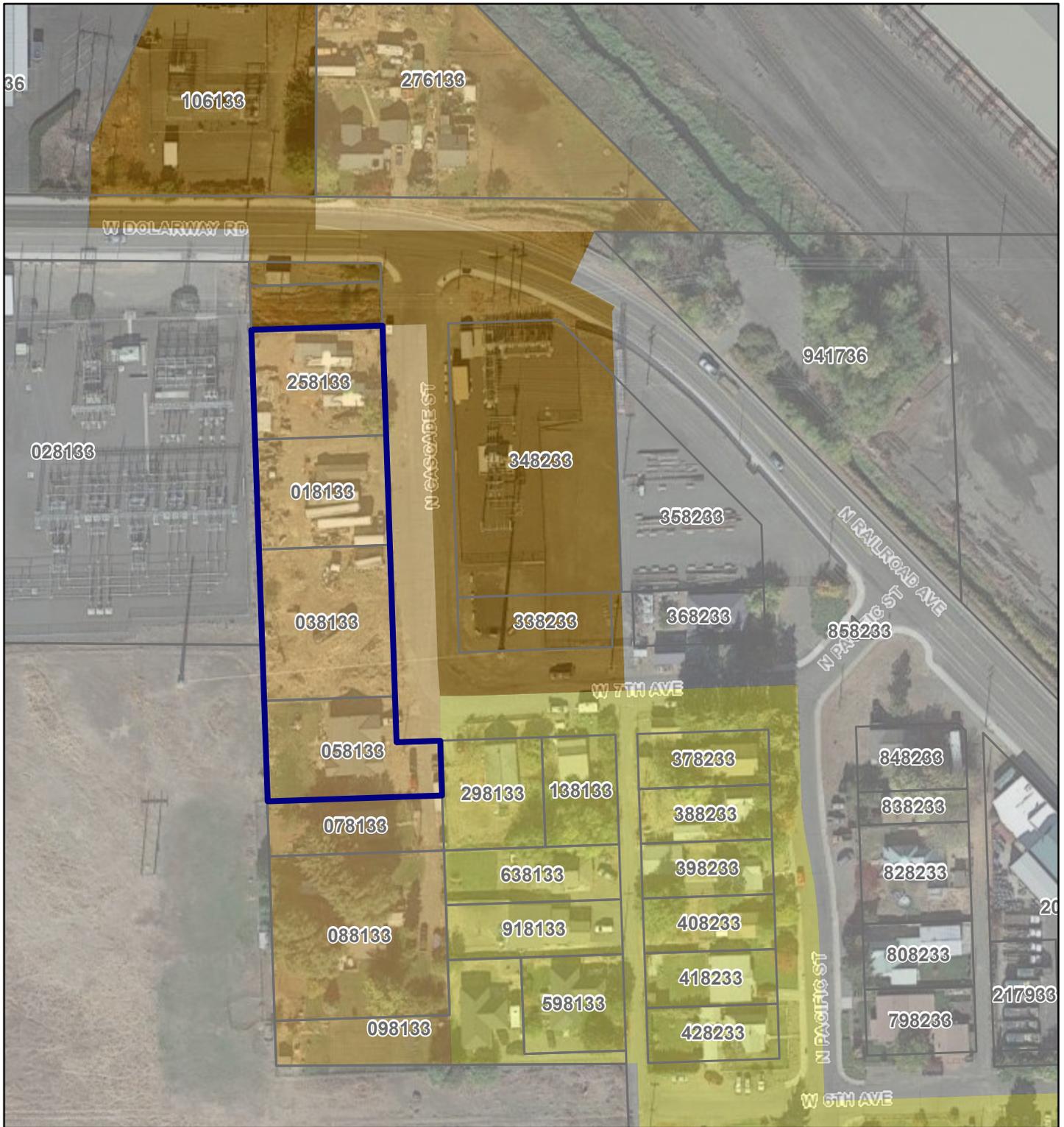
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- Urban Growth Area
- City Parcels
- County Parcels
- Zoning RS
- Zoning RL
- Parcel Labels IL
- Zoning PR
- Zoning U-INC
- Major Arterial
- Road
- Zoning IH



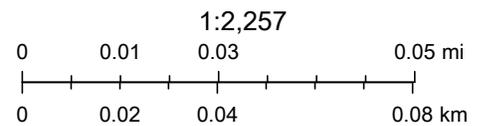
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Future Land Use Designation Map - Weisbeck Parcels



11/4/2020, 11:27:38 AM

- █ Override 1
- Urban Growth Area
- City Limits
- County Parcels
- Parcel Labels
- City Parcels
- Future Land Use Designations: Residential neighborhood
- Blended residential neighborhood
- Light industrial
- Heavy industrial
- Public/institutional

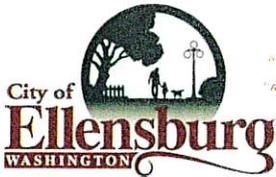


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OCT 08 2020

PF-02
FORM



Petition For Annexation

Community Development Department

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

PETITION FOR ANNEXATION TO THE CITY OF ELLENSBURG, WASHINGTON

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

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

The territory proposed to be annexed is within Kittitas County, Washington, and is described in Exhibit "A", attached hereto.

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

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

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

The Petitioners subscribing hereto agree "...that all property within the territory hereby sought to be annexed shall be assessed and taxed at the same rate and on the same basis as property within the City of Ellensburg for any now outstanding indebtedness of said City, including assessments or taxes in payments of any bonds issued or debts contracted, prior to or existing at the date of annexation, and that simultaneous adoption of proposed zoning regulations be required" in accordance with the requirements of the City Council of said City, and as quoted herein from the minute entry of the records of said City Council meeting of October 5, 2020.

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

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

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

PRAYER OF PETITION: (1) Annexation of area described in Exhibits "A" and "B", and (2) Assumption of indebtedness of the City of Ellensburg, and (3) Adoption of the City of Ellensburg Comprehensive Zoning Plan.

Ray S Weisbeck 907 W 5 Ave Ellensburg Wa
OWNER'S SIGNATURE ADDRESS 98926

Ray S Weisbeck 10-7-2020
PRINTED NAME DATE SIGNED

> Donna Weisbeck 907 W. 5th Eburg
OWNER'S SIGNATURE ADDRESS

~~Ray~~ Donna Weisbeck 10/7/2020
PRINTED NAME DATE SIGNED

> Curtis Weisbeck 705 Nth cascade st
OWNER'S SIGNATURE ADDRESS Ellensburg Wa
98926

Curtis Weisbeck 10/7/2020
PRINTED NAME DATE SIGNED

>
OWNER'S SIGNATURE ADDRESS

PRINTED NAME DATE SIGNED

>
OWNER'S SIGNATURE ADDRESS

PRINTED NAME DATE SIGNED

EXHIBIT A: Proposed Annexation Area – Parcels 258133, 018133, 038133, and 058133

The following information describes the proposed annexation area as affirmed by Ellensburg City Council on October 5, 2020.

Parcel Number: 258133
Acres: .28
Legal Description: CD. 7926-A; SEC. 3; TWP. 17; RGE. 18; NE1/4 NE1/4 TAX 28 records of Kittitas County, State of Washington; being a portion of Section 3, Township 17 North, Range 18 East, W.M., in the County of Kittitas, State of Washington.

Parcel Number: 018133
Acres: .28
Legal Description: CD. 7937; SEC. 3; TWP. 17; RGE. 18; PTN. NE1/4 NE1/4 (INCLUDES TAX 25) records of Kittitas County, State of Washington; being a portion of Section 3, Township 17 North, Range 18 East, W.M., in the County of Kittitas, State of Washington.

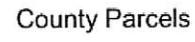
Parcel Number: 038133
Acres: .38
Legal Description: CD. 7938; NE 1/4 NE 1/4 PTN TAX NO. 26 (PTN VAC 7TH AVE) SEC 03, TWP 17, RGE 18. Records of Kittitas County, State of Washington; being a portion of Section 3, Township 17 North, Range 18 East, W.M., in the County of Kittitas, State of Washington.

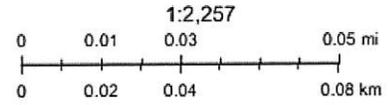
Parcel Number: 058133
Acres: .25
Legal Description: CD. 7926; SEC. 3, TWP. 17, RGE. 18; NE1/4 NE1/4 TAX NO 15 & PTN TAX 9, N CASCADE ST; PTN VACATED 7TH ST, records of Kittitas County, State of Washington; being a portion of Section 3, Township 17 North, Range 18 East, W.M., in the County of Kittitas, State of Washington.

EXHIBIT B: Map of proposed annexation area

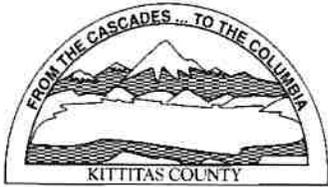


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-  Urban Growth Area
-  City Parcels
-  City Limits
-  Major Arterial
-  County Parcels
-  Road
-  Road Right-of-Way



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MIKE HOUGARDY, ASSESSOR

Kittitas County Assessor

205 W 5th Avenue, Suite 101 • Ellensburg, WA 98926-2887

Phone (509) 962-7501

Upper County Toll-Free 674-2584

www.co.kittitas.wa.us/assessor

October 15, 2020

City of Ellensburg
Community Development Department
Attn: Jamey Ayling
501 North Anderson Street
Ellensburg, WA 98926

RE: Proposed Annexation Petition, P20-083
Parcels: 258133, 018133, 038133 & 058133

To whom it may concern,

I, Mike Hougardy, as Assessor of Kittitas County, Washington, Hereby Certify that the parcels legally described and mapped in the proposed annexation, P20-083 received by this office on October 14, 2020 have been verified in regard to legal description and corresponding owner of record.

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

Sincerely,

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

Mike Hougardy
Kittitas County Assessor

AFFIDAVIT OF PUBLICATION



State of Washington, County of Kittitas, ss: The undersigned being first duly sworn on oath, deposes and says: That he/she is the representative of The Daily Record, a daily newspaper. That said newspaper is a legal newspaper and has been approved as a legal newspaper by order of the superior court in the County in which it is published and it is now and has been for more than six months prior to the date of the publications hereinafter referred to, published in the English language continually as a newspaper in Ellensburg, Kittitas County, Washington, and it is now and during all of said time printed in an true copy of

ELLENSBURG, CITY OF - CLERK

N/PUBLIC HEARING P20-083

is published in regular issues (and not in supplement form) of said newspaper once a week for a period of 1 consecutive week(s), commencing on the following days.

01/05/2021

All dates inclusive and that such newspaper were regularly distributed to its subscribers during all of said period. That the full amount of the fee charged for the foregoing publication is the sum of \$100.14 the rate of \$8.8 per column inch for each insertion.

Michelle Bayman
Subscribed to me this 5 day of January in the year of 2021.

Duby J Petit

Printed Name

Duby J Petit

Signed Name

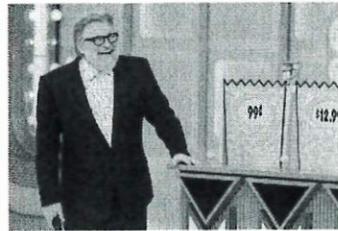
Notary Public in and for
The State of Washington
(SEAL)



Table with 12 columns (Time slots: 6 AM, 7 AM, 8 AM, 9 AM, 10 AM, 10:30, 11 AM, 11:30) and 12 rows of program listings for Wednesday Morning January 6, 2021.

Table with 12 columns (Time slots: 12 PM, 1:30, 2 PM, 2:30, 3 PM, 4 PM, 4:30, 5 PM, 5:30) and 12 rows of program listings for Wednesday Afternoon January 6, 2021.

Table with 12 columns (Time slots: 6 PM, 6:30, 7 PM, 7:30, 8 PM, 8:30, 9 PM, 9:30, 10 PM, 10:30, 11 PM, 11:30) and 12 rows of program listings for Wednesday Prime Time January 6, 2021.



Drew Carey hosts "The Price is Right"

The Price is Right
KIMA KIRO 8:00 p.m.
Tune in for a special new "At Night" episode of this classic game show. Hosted by comedian Drew Carey, this installment features special guests who must guess the value of everyday (and a few not-so-everyday) items in order to win fabulous prizes.

Nature Gone Wild
A&E 10:00 p.m.
Catch back-to-back episodes of this premiering series, hosted by Greg Aiello. In this episode, a father and son are caught in a wildfire, and two fishermen play a game of tug-of-war with an enormous crocodile. Then, a hunter gets a real-life "bear hug."

Jimmy Kimmel Live
KAPP 11:05 p.m. KOMO 11:35 p.m.
Fill your week with laughter as host Jimmy Kimmel interviews celebrity guests and other public figures in this Emmy-nominated late-night talk show. He also presents a nightly comedic monologue, musical performances, comedy segments and much more.

RECEIVED
JAN 12 2021
COMMUNITY DEVELOPMENT

Table with 12 columns (Time slots: 6 PM, 6:30, 7 PM, 7:30, 8 PM, 8:30, 9 PM, 9:30, 10 PM, 10:30, 11 PM, 11:30) and 12 rows of program listings for Wednesday Prime Time January 6, 2021.

Legals

NOTICE OF A PUBLIC HEARING ANNEXATION REQUEST
NOTICE IS HEREBY GIVEN that the City of Ellensburg City Council will hold an open record public hearing on Monday February 1, 2021 at 7:00 pm via zoom, to consider an annexation request (F20-086) submitted by Monica Peterson, property owner. The applicant seeks to annex parcel number 19876 into the City of Ellensburg. Consistent with Ellensburg City Code and the Ellensburg Comprehensive Plan, upon annexation the parcels will be zoned Residential-Suburban. The submitted application and related documents are available to review online at <https://ci.ellensburg.wa.us/823/Public-Notices/Current-Projects> or at the City of Ellensburg Community Development Department, 501 North Anderson Street, Ellensburg, WA. Anyone wishing to receive a copy of the annexation request is invited to call (509) 925-8653.
Project Location: The parcel is located at 1211 Sanders Road, Ellensburg, Washington 98926. Kittitas County Assessor's Parcel Number 19876.
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 February 1. An email link, text link, or phone number will be provided which will allow for electronic participation in the public hearing. Written comments may be filed with the Community Development Department, 501 North Anderson Street, or via email at avlin@ci.ellensburg.wa.us. To be considered during the public hearing, written comments must be submitted by 5:00 pm on Monday, February 1, 2020.
The City of Ellensburg strives to make our services, programs, and activities readily accessible and usable by individuals with disabilities. A "Request for Accommodation" form may be obtained from City Clerk Beth Leader (First Floor - City Hall) or by calling 509-925-8614.
PUBLISH: Daily Record, January 5, 2021

Legals

NOTICE OF A PUBLIC HEARING ANNEXATION REQUEST
NOTICE IS HEREBY GIVEN that the City of Ellensburg City Council will hold an open record public hearing on Monday February 1, 2021 at 7:00 pm via Zoom, to consider an annexation request (F20-083) submitted by Ray Weisbeck, property owner. The applicant seeks to annex parcel numbers 258133, 018133, 036133 and 058133 into the City of Ellensburg. Consistent with Ellensburg City Code and the Ellensburg Comprehensive Plan, upon annexation the parcels will be zoned Residential-Suburban (R-S). The submitted application and related documents are available for review online at <https://ci.ellensburg.wa.us/823/Public-Notices/Current-Projects> or at the City of Ellensburg Community Development Department, 501 North Anderson Street, Ellensburg, WA. Anyone wishing to receive a copy of the annexation request is invited to call (509) 925-8653.
Project Location: The parcel is located on the west side of Cascade Street south of Dolanow Road, Ellensburg, Washington 98926. Kittitas County Assessor's Parcel Numbers 258133, 018133, 036133 and 058133.
NOTICE IS FURTHER GIVEN that all persons interested in this matter may participate in this remote meeting by contacting staff no later than 5:00 pm on Monday February 1. An email link, text link, or phone number will be provided which will allow for electronic participation in the public hearing. Written comments may be filed with the Community Development Department, 501 North Anderson Street, or via email at avlin@ci.ellensburg.wa.us. To be considered during the public hearing, written comments must be submitted by 5:00 pm on Monday, February 1, 2021.
The City of Ellensburg strives to make our services, programs, and activities readily accessible and usable by individuals with disabilities. A "Request for Accommodation" form may be obtained from City Clerk Beth Leader (First Floor - City Hall) or by calling 509-925-8614.
PUBLISH: Daily Record, January 5, 2021

Legals

The Board of Commissioners of Kittitas Valley Healthcare will be conducting a special board meeting on Thursday, January 7, 2021, at 5:00 p.m. via virtual meeting.
You can find meeting agendas and minutes on the KVH website at www.kvhhealthcare.org or on Facebook.
PUBLISH: Daily Record, January 5, 2021

2021 MRSC ROSTERS SMALL PUBLIC WORKS, CONSULTANT, AND VENDOR ROSTERS FOR PARTICIPATING WASHINGTON STATE LOCAL GOVERNMENT AGENCIES LOCATED IN SOUTH CENTRAL WASHINGTON

The Municipal Research and Services Center of Washington (MRSC) hereby advertises on behalf of the below listed local government agencies in Washington State (local governments) in South Central Washington (Kittitas, Yakima, Klallam, Benton, Franklin, Walla Walla, and Columbia counties), including - but not limited to - cities (Title 35 RCW and Title 35A RCW), counties (Title 36 RCW), port districts (Title 53 RCW), water-sewer districts (Title 57 RCW), irrigation districts (Title 63 RCW), school districts and educational service districts (Title 28A RCW), fire districts (Title 52 RCW), transit agencies (e.g., Ch. 35.58 RCW, Ch. 36.57A RCW, Ch. 36.73 RCW, Title 81 RCW), and public utility districts (Title 54 RCW), for their projected needs for small public works, and for consulting services throughout 2021. Additionally, MRSC advertises on behalf of some local government for their projected needs for vendor services throughout 2021. Interested businesses may apply at any time by visiting the MRSC Rosters website at www.mrscrosters.org. For questions about MRSC Rosters, email mrscrosters@mrsc.org.

Some or all of the listed local governments may choose to use the MRSC Rosters service to select businesses. Master contracts for certain types of work may be required.

SMALL PUBLIC WORKS ROSTERS: Service categories include construction, building, renovation, remodeling, alteration, repair, or improvement of real property as referenced in RCW 39.04.155. Sub-categories can be viewed on the MRSC Rosters website.

CONSULTANT ROSTERS: Service categories include architectural, engineering, and surveying services as referenced in Chapter 39.85 RCW, as well as other personal and professional consulting services. Sub-categories can be viewed on the MRSC Rosters website.

VENDOR ROSTERS: Service categories include supplies, materials, and equipment not being purchased in connection with public works contracts and limited service contracts as referenced in RCW 39.04.190. Sub-categories can be viewed on the MRSC Rosters website.

Currently subscribing local governments which have their Small Works Roster, Consultant Roster, and Vendor Roster hosted by MRSC Rosters: Benton County, Benton County Fire District #1, Benton County Fire Protection District 6, City of Benton City, City of Cle Elum, City of College Place, City of Connell, City of Granger, City of Kennewick, City of Mabton, City of Pasco, City of Richland, City of Roskill, City of Sunnyside, City of Toppenish, City of Walla Walla, City of West Richland, City of Zillah, Cle Elum - Rusby School District No. 404, Franklin County, Franklin County Fire Protection District No. 3, Highland School District #203, Humbug Fire Dept./Kalkut CoFire Dist. 3, Kahlolus School District #256, Kittitas County, Kittitas County Fire District #47, Kittitas County Fire District No. 2, Kittitas School District #40, Klallam School District #402, McLumbia Library, Richland Public Facilities District, Roza Irrigation District, South Columbia Basin Irrigation District, Underwood Conservation District, Walla Walla School District.

Currently subscribing local governments which have only their Small Works Roster and Consultant Roster hosted by MRSC Rosters: Ben Franklin Transit, Benton Clean Air Agency, Benton County Mosquito Control District #1, City of Kittitas, City of Prosser, City of Walla Walla, City of Wapato, Yonka-Benton City School District, North Franklin School District, Prosser Public Hospital District (Prosser Memorial Health), Public Utility District No. 1 of Benton County, Skyline Hospital, Terrace Heights Sewer District, White Salmon Valley School District.
PUBLISH: Daily Record, January 5, 2021

YOUR LOCAL PAPER IN MORE WAYS THAN EVER

YOUR LOCAL PAPER IN MORE WAYS THAN EVER

ADVERTISE IN MORE WAYS THAN EVER

MORTON, BRUCE I
607 N PACIFIC ST
ELLENSBURG, WA 98926-2737

JENSEN, KAREN J & BONNIE &
JENSEN, DAVID
1112 W 7TH AVE
ELLENSBURG, WA 98926

PAUTZKE BAIT CO INC
PO BOX 36
ELLENSBURG, WA 98926-1909

MERRITT, TAMMY L
109 MILLER RD
OMAK, WA 98841-9559

CITY OF ELLENSBURG
CITY HALL *Dup*
501 N ANDERSON ST
ELLENSBURG, WA 98926-3147

CRAIG, MARK A & LINETTE J
25310 163RD AVE SE
COVINGTON, WA 98042-4125

EDWARDS, NANCY H
609 N PACIFIC ST
ELLENSBURG, WA 98926-2737

HUBBARD, RONALD F JR &
HUBBARD, BRENDA J & JAMES ...
701 N PACIFIC ST
ELLENSBURG, WA 98926

HILTON, JOHN E ETUX
1206 W 7TH
ELLENSBURG, WA 98926

CAMARGO, SALVADOR
611 N PACIFIC ST
ELLENSBURG, WA 98926-2737

WEISBECK, DONNA
907 W 5TH
ELLENSBURG, WA 98926

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

CITY OF ELLENSBURG
CITY HALL *Dup*
501 N ANDERSON ST
ELLENSBURG, WA 98926-3147

WEISBECK, RAY S ETUX
907 W 5TH AVE
ELLENSBURG, WA 98926

WEISBECK, CURTIS
705 N CASCADE ST
ELLENSBURG, WA 98926-8807

PASCOE, JERICA M
1111 W 6TH AVE
ELLENSBURG, WA 98926

USA (BPA)
BONNEVILLE POWER ADMIN
PO BOX 3621
PORTLAND, OR 97208-3621

FOSTER, JACOB & HEIDY
1108 W 7TH AVE
ELLENSBURG, WA 98926-2714

RICH, CAROL M
106 W ANNIE PL
ELLENSBURG, WA 98926-3093

HAWK, BONNIE I ETVIR
1201 W DOLARWAY
ELLENSBURG, WA 98926

HAINA, MARY C
5400 CARRIGEWAY DRIVE
ROLLING MEADOWS, IL 60008

WEISBECK, DONNA *Dup*
907 W 5TH
ELLENSBURG, WA 98926

CERTIFICATE OF TRANSMITTAL

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

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

Date *1/4/2021* Signed

Alison Dellis

DIRECTV INC
ATTN PROPERTY TAX DEPT
1010 PINE ST, 9E-L-01
SAINT LOUIS, MO 63101-2070

CITY OF ELLENSBURG
CITY HALL *Dup*
501 N ANDERSON ST
ELLENSBURG, WA 98926-3147

KITTITAS CO PUD #1
1400 E VANTAGE HIGHWAY
ELLENSBURG, WA 98926



COMMUNITY DEVELOPMENT DEPARTMENT

501 N. Anderson St., Ellensburg WA 98926

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

Kirsten Sackett, Director

Phone: (509) 962-7232 Fax: (509) 925-8655 E-Mail: sackettk@ci.ellensburg.wa.us

January 4, 2021

RE: Notice of Open Record Public Hearing for Annexation request, case # P20-083, submitted by Ray Weisbeck

NOTICE IS HEREBY GIVEN that the City of Ellensburg City Council will hold an open record public hearing on **Monday February 1, 2021 at 7:00 pm** via Zoom, to consider an annexation request (P20-083) submitted by Ray Weisbeck, property owner. The applicant seeks to annex parcel numbers 258133, 018133, 038133 and 058133 into the City of Ellensburg. Consistent with Ellensburg City Code and the Ellensburg Comprehensive Plan, upon annexation the parcels will be zoned Residential-Suburban (R-S). The submitted application and related documents are available for review online at <https://ci.ellensburg.wa.us/623/Public-NoticesCurrent-Projects> or at the City of Ellensburg Community Development Department, 501 North Anderson Street, Ellensburg, WA. Anyone wishing to receive a copy of the annexation request is invited to call (509) 925-8653.





COMMUNITY DEVELOPMENT DEPARTMENT

501 N. Anderson St, Ellensburg WA 98926
 Land Use Permitting (509) 962-7231 Construction Permitting (509) 962-7239
 Kirsten Sackett, Director
 Phone: (509) 962-7232 Fax: (509) 925-8655 E-Mail: sackettk@ci.ellensburg.wa.us

AFFIDAVIT OF POSTING

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

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

DATE: February 1, 2021	PLANNER: Jamey Ayling, Planning Manager
PROJECT NAME: Annexation of parcels into the City of Ellensburg	FILE NUMBER: P20-083

PLEASE COMPLETE THE FOLLOWING:

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

Ray S Weisbeck
Signature

12-31 2020
Date

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





CITY COUNCIL AGENDA REPORT

City Council Meeting Date: February 1, 2021

Item Title/Agenda Subject: Second reading of Ordinance 4868 approving petition for annexation P20-088 for parcel number 10876 located at 1215 Sanders Road

Submitted by: Jamey Ayling Community Development

Recommended Action or Motion:

1. Hold an open record legislative public hearing; and
2. Conduct second reading and adoption of ordinance 4868

Background/Summary:

The parcel proposed for annexation is located on the north side of Sanders Road, 1215 Sanders Road, generally east of Alder Street, and west of Look Road. A map of the parcel proposed to be annexed is attached to this report (*Exhibit 1*). Pursuant to Chapters 15.210 and 15.360 of the Ellensburg City Code (ECC), annexation requests are a Type V process and therefore require a legislative public hearing before the Planning Commission, with their recommendation forwarded to City Council as the final decision maker.

During the Planning Commission public hearing held on November 12, 2020, there were no public comments made. The applicant, Mrs. Monika Persson, mentioned that there are no development plans for the property at this time, as she is looking to make the property more marketable and exploring options to divide the property in the future. Upon completion of the public hearing, the Planning Commission unanimously recommended Council approve the annexation request as presented with simultaneous adoption of Residential Suburban (R-S) zoning.

Consistent with ECC 15.210, notice of the City Council public hearing was noticed in the Ellensburg Daily Record on January 5, 2021 (*Exhibit 7*); property owners within 300 feet of the proposed annexation area were mailed a notice of public hearing (*Exhibit 8*); and land use action signs were posted on the property (*Exhibit 9*).

Previous Council Action: The initial meeting with Council was held on October 5, 2020 and Council unanimously determined the following:

- Accept the proposed annexation as geographically proposed in the notice of intent;
- Require the simultaneous adoption of Residential Suburban (R-S) zoning; and
- Require the annexation area to assume a proportional share of existing City indebtedness.

City Council held a public hearing on December 21, 2020 to consider the annexation petition, submitted by property owner Monika Persson, for parcel 10876 located at 1215 Sanders Road. The annexation request was approved at the conclusion of the hearing and was immediately followed by first reading of Ordinance 4868.

Analysis:

After Council's determination to accept the annexation proposal, a petition for annexation was filed with the Kittitas County Assessor. On October 15, 2020 the Assessor determined the petition for annexation sufficient with regard to legal description and corresponding owner of record (*Exhibit 5*).

The proposed parcels to be annexed are not currently served by City utilities, nor do the properties have Utility Extension Agreements. Once the parcels are annexed, further development will necessitate connection to City utilities. City utilities are in close proximity to the proposed annexation area and would be available to service the parcels should the annexation request be approved. See *Exhibit 6*, for City Light department comments. Upon annexation, further development may trigger improvements consistent with Public Works Development Standards, in addition to a requirement to meet Ellensburg City Land Development Code standards and fire code requirements.

The parcel is bordered by City limits on the south side. The incorporated parcel on the south side of the proposed annexation area is zoned Residential Suburban (R-S). The proposed annexation area is bordered by unincorporated land zoned by Kittitas County as Urban Residential to the north,

west, and east. See *Exhibit 2 Zoning Map*. Annexation of this parcel would be a logical extension of the City.

Staff recommends Residential Suburban (R-S) zoning for the parcel proposed to be annexed. R-S zoning of this parcel is supported by the Industrial Residential designation in the Comprehensive Plan Future Land Use Map (*Exhibit 3*). The parcel is also located entirely within Airport Overlay Zone 6. Airport Overlay Zone 6 restricts the density to a maximum of three dwelling units per acre and has a minimum lot size of 7,000 square feet. See the overlay zone depicted in *Exhibit 1*.

Financial Impact: No fiscal impact at this time.

Attachments:

[Ordinance 4868](#)

[Exhibit 1 Proposed Annexation Area Map](#)

[Exhibit 2 Zoning Map](#)

[Exhibit 3 Future Land Use Map](#)

[Exhibit 4 Energy Services Electric Comments](#)

[Exhibit 5 Signed Petition to Annex](#)

[Exhibit 6 Kittitas County Assessor Determination of Sufficiency](#)

[Exhibit 7 Affidavit of Publication](#)

[Exhibit 8 Certificate of Mailing 300 Foot Buffer](#)

[Exhibit 9 Affidavit of Posting](#)

ORDINANCE NO. 4868

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ELLENSBURG, WASHINGTON ANNEXING PARCEL 10876 TO THE CITY OF ELLENSBURG, WASHINGTON, ASSIGNING RESIDENTIAL SUBURBAN ZONING CLASSIFICATION, PROVIDING FOR THE ASSUMPTION OF EXISTING CITY INDEBTEDNESS AND FIXING A TIME WHEN THE SAME SHALL BE EFFECTIVE.

WHEREAS, on August 31, 2020, the City of Ellensburg, Washington received a notice of intention to commence annexation proceedings pursuant to the “direct petition” method of RCW 35A.14.120 for parcel 10876; as more fully described in Section 1 of this Ordinance and depicted in Exhibit A, attached hereto; and

WHEREAS, on October 5, 2020, the City Council of the City of Ellensburg, Washington held a public meeting with the annexation initiators pursuant to RCW 35A.14.120 and determined that the initiators could proceed to acquire a 60% petition for annexation pursuant to RCW 35A.14.120; and

WHEREAS, at its October 5, 2020 public meeting the City Council set the annexation area and further determined that the property subject to annexation would be zoned Residential Suburban, and assume the annexation area’s share of City indebtedness; and

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

WHEREAS, the petition for annexation was certified as sufficient by the Kittitas County Assessor, on October 15, 2020, having determined that the petition signatures have a combined total assessed value for general taxation of not less than 60% of the total assessed value for general taxation of all property in the proposed annexation area, in compliance with RCW 35A.01.040; and

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

WHEREAS, on November 12, 2020, pursuant to proper notice given in accordance with RCW 35A.14.130, the Planning Commission conducted a public hearing on the proposed annexation, and following such hearing recommended City Council approve the annexation request as presented; and

WHEREAS, on December 21, 2020 and February 1, 2021, pursuant to proper notice given in accordance with RCW 35A.14.130, the City Council received and reviewed all of the documentation associated with this annexation proposal, conducted public hearings on the

proposed annexation in accordance with RCW 35A.14.140 and RCW 35A.14.330-.340, and following such hearings determined to effect the annexation of the territory described in Section 1 of this ordinance, finding that the petition for annexation met the applicable requirements, and that the best interests of the City of Ellensburg, Washington, will be served by the annexation and that it is appropriate to good government of the City of Ellensburg, Washington, and therefore accepted the petition for annexation pursuant to RCW 35A.14.120 and Chapter 15.360 of the Ellensburg City Code; and

WHEREAS, the territory described in Section 1 of this ordinance is contiguous to the City of Ellensburg, Washington and entirely within the City of Ellensburg Urban Growth Area established pursuant to RCW 36.70A.110,

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

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

Lot B-1 less the North Half, of FRENCH SHORT PLAT, as described and/or delineated on Kittitas County Short Plat No. SP-94-65, as recorded September 8, 1995, in Book E of Short Plats, pages 9 and 10, under Auditor's File No. 585138, record of Kittitas County, State of Washington; being a portion of the East Half of the Southwest Quarter and the Southeast Quarter of the Northwest Quarter of Section 25, Township 18 North, Range 18 East, W.M., in the County of Kittitas, State of Washington.

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

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

Section 4. Land Use Designation and Zoning. All property within the territory so annexed shall be hereby zoned as follows: Kittitas County Assessor Parcel Number 10876 shall be zoned Residential Suburban (R-S).

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

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

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

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

The foregoing ordinance was passed and adopted at a regular meeting of the City Council on the ___ day of February, 2021.

MAYOR

ATTEST:

CITY CLERK

Approved as to form:

CITY ATTORNEY

Publish:

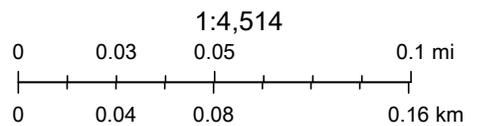
I, Beth Leader, City Clerk of said City, do hereby certify that Ordinance No. 4868 is a true and correct copy of said Ordinance of like number as the same was passed by said Council, and that Ordinance No. 4868 was published as required by law.

Exhibit 1 Ellensburg map



10/8/2020, 4:09:34 PM

-  Override 1
-  Urban Growth Area
-  City Limits
-  City Parcels
-  Major Arterial
-  County Parcels
-  Road
-  Parcel Labels



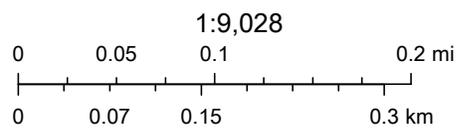
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1215 Sanders Rd Zoning Map



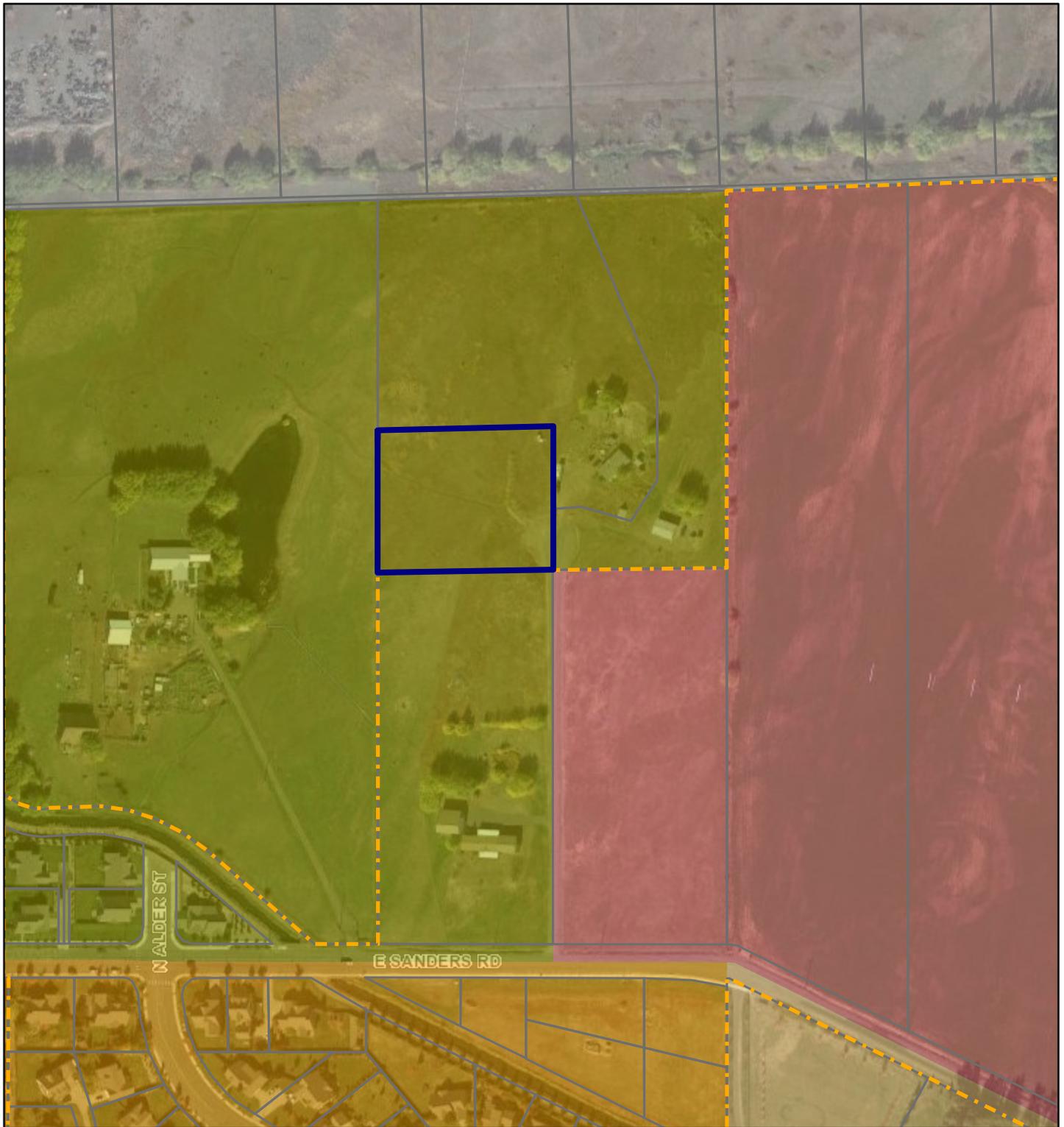
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- Override 1
- Urban Growth Area
- City Limits
- County Parcels
- City Parcels
- Zoning RS
- RH
- U-INC
- Major Arterial
- Road



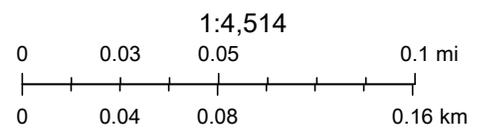
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Future Land Use Designation Map - 1211 Sanders



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- Override 1
 - Urban Growth Area
 - City Limits
 - County Parcels
 - Parcel Labels
 - City Parcels
- Future Land Use Designations
- Blended residential neighborhood
 - Urban neighborhood
 - Industrial residential
 - Mixed business park
 - Light industrial



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CITY OF ELLENSBURG

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

Memorandum

Date: October 13th, 2020
To: Jamey Ayling, Community Development
From: Tyler Goeden, Project Engineer
Re: P20-088 – 1215 Sanders Road Annexation

The following are the Energy Services Light Department comments for the site at 1215 Sanders Road requesting to be annexed into City Limits.

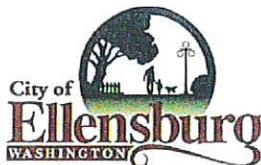
Electric:

The City of Ellensburg Energy Services Light Department currently has an overhead power line & poles along the south side of Sanders Road near these parcels, which would serve as the source of power for 1215 Sanders Road when it comes time to convert the property from Kittitas County PUD power to City Light power. This conversion will come at City Light expense, and will result in a short outage while the conversion occurs.

This power conversion can occur 7 years after the day of the official annexation, per Washington State Legislature RCW 35A.14.900. Here is a portion of that RCW :

“The annexation by any code city of any territory pursuant to this chapter shall cancel, as of the effective date of such annexation, any franchise or permit theretofore granted to any person, firm or corporation by the state of Washington, or by the governing body of such annexed territory, authorizing or otherwise permitting the operation of any public utility, including but not limited to, public electric, water, transportation, garbage disposal or other similar public service business or facility within the limits of the annexed territory, but the holder of any such franchise or permit canceled pursuant to this section shall be forthwith granted by the annexing code city a franchise to continue such business within the annexed territory for a term of not less than seven years from the date of issuance thereof, and the annexing code city, by franchise, permit or public operation, shall not extend similar or competing services to the annexed territory except upon a proper showing of the inability or refusal of such person, firm or corporation to adequately service said annexed territory at a reasonable price: PROVIDED, That the provisions of this section shall not preclude the purchase by the annexing code city of said franchise, business, or facilities at an agreed or negotiated price, or from acquiring the same by condemnation upon payment of damages, including a reasonable amount for the loss of the franchise or permit. In the event that any person, firm or corporation whose franchise or permit has been canceled by the terms of this section shall suffer any measurable damages as a result of any annexation pursuant to the provisions of the laws above mentioned, such person, firm or corporation shall have a right of action against any code city causing such damages.”

RECEIVED
 OCT 14 2020
 COMMUNITY DEVELOPMENT
 PF-02
 FORM



Petition For Annexation

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

PETITION FOR ANNEXATION TO THE CITY OF ELLENSBURG, WASHINGTON

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

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

The territory proposed to be annexed is within Kittitas County, Washington, and is described in Exhibit "A", attached hereto.

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

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

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

The Petitioners subscribing hereto agree "...that all property within the territory hereby sought to be annexed shall be assessed and taxed at the same rate and on the same basis as property within the City of Ellensburg for any now outstanding indebtedness of said City, including assessments or taxes in payments of any bonds issued or debts contracted, prior to or existing at the date of annexation, and that simultaneous adoption of proposed zoning regulations be required" in accordance with the requirements of the City Council of said City, and as quoted herein from the minute entry of the records of said City Council meeting of 10.5.2020 MP 10.8.2020

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

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

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

PRAYER OF PETITION: (1) Annexation of area described in Exhibits "A" and "B", and (2) Assumption of indebtedness of the City of Ellensburg, and (3) Adoption of the City of Ellensburg Comprehensive Zoning Plan.

Mouika Persou 10.8.2020

Monika Persson, 5835 Marsh Landing Dr. Winter Haven FL 33881

OWNER'S SIGNATURE

ADDRESS

Monika Persson

10.8.2020

PRINTED NAME

DATE SIGNED

>

OWNER'S SIGNATURE

ADDRESS

PRINTED NAME

DATE SIGNED

220-088



EXHIBIT A: Proposed Annexation Area – Parcel 10876

The following information describes the proposed annexation area as affirmed by Ellensburg City Council on October 5, 2020.

Parcel Number: 10876

Acres: 2.00

Legal Description: South half of Lot B-1, less the north 136.12' of FRENCH SHORT PLAT, as described and/or delineated on Kittitas County Short Plat No. SP-94-65, as recorded September 8, 1995, in Book E of Short Plats, pages 9 and 10, under Auditor's File No. 585138, record of Kittitas County, State of Washington; being a portion of the East Half of the Southwest Quarter and the Southeast Quarter of the Northwest Quarter of Section 25, Township 18 North, Range 18 East, W.M., in the County of Kittitas, State of Washington.

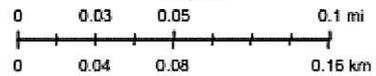
EXHIBIT B: Map of proposed annexation area



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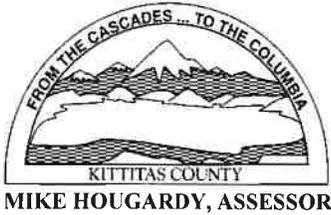
1:4,514

- Override 1
- Urban Growth Area
- City Limits
- City Parcels
- County Parcels
- Parcel Labels
- Major Arterial
- Road



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Elkensburg GIS



Kittitas County Assessor

205 W 5th Avenue, Suite 101 • Ellensburg, WA 98926-2887

Phone (509) 962-7501

Upper County Toll-Free 674-2584

www.co.kittitas.wa.us/assessor

October 15, 2020

City of Ellensburg
Community Development Department
Attn: Jamey Ayling
501 North Anderson Street
Ellensburg, WA 98926

RE: Proposed Annexation Petition, Persson P20-088
Parcel: 10876

To whom it may concern,

I, Mike Hougardy, as Assessor of Kittitas County, Washington, Hereby Certify that the parcel legally described and mapped in the proposed annexation, P20-088 received by this office on October 15, 2020 have been verified in regard to legal description and corresponding owner of record.

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

Sincerely,

A handwritten signature in blue ink that reads "Mike Hougardy". The signature is stylized and cursive.

Mike Hougardy
Kittitas County Assessor



AFFIDAVIT OF PUBLICATION

State of Washington, County of Kittitas, ss: The undersigned being first duly sworn on oath, deposes and says: That he/she is the representative of The Daily Record, a daily newspaper. That said newspaper is a legal newspaper and has been approved as a legal newspaper by order of the superior court in the County in which it is published and it is now and has been for more than six months prior to the date of the publications hereinafter referred to, published in the English language continually as a newspaper in Ellensburg, Kittitas County, Washington, and it is now and during all of said time printed in an true copy of

ELLENSBURG, CITY OF - CLERK

N/PUBLIC HEARING P20-088

is published in regular issues (and not in supplement form) of said newspaper once a week for a period of 1 consecutive week(s), commencing on the following days.

01/05/2021

All dates inclusive and that such newspaper were regularly distributed to its subscribers during all of said period. That the full amount of the fee charged for the foregoing publication is the sum of \$95.22 the rate of \$8.8 per column inch for each insertion.

Michael Brown
Subscribed to me this 7 day of January in the year of 2021.

Duby J Petit

Printed Name
Notary Public in and for
The State of Washington
(SEAL)

Duby J Petit
Signed Name



Table with 12 columns for time slots (6 AM to 11:30 PM) and rows for various news and entertainment programs.

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Drew Carey hosts "The Price is Right"

The Price is Right
KIMA KIRO 8:00 p.m.
Tune in for a special new "At Night" episode of this classic game show.

Nature Gone Wild
A&E 10:00 p.m.
Catch back-to-back episodes of this premiering series, hosted by Greg Aiello.

Jimmy Kimmel Live
KAPP 11:05 p.m. KOMO 11:35 p.m.
Fill your week with laughter as host Jimmy Kimmel interviews celebrity guests and other public figures in this Emmy-nominated late-night talk show.



Legals
The Board of Commissioners of Kittitas Valley Healthcare will be conducting a special Board meeting on Thursday, January 7, 2021, at 5:00 p.m. via virtual meeting.

2021 MRSC ROSTERS
SMALL PUBLIC WORKS, CONSULTANT, and VENDOR ROSTERS
FOR PARTICIPATING WASHINGTON STATE LOCAL GOVERNMENT AGENCIES LOCATED IN SOUTH CENTRAL WASHINGTON

The Municipal Research and Services Center of Washington (MRSC) hereby advertises on behalf of the below listed local government agencies in Washington State (local governments) in South Central Washington (Kittitas, Yakima, Klallam, Benton, Franklin, Walla Walla, and Columbia counties), including - but not limited to - cities (Title 35 RCW and Title 35A RCW), counties (Title 36 RCW), port districts (Title 53 RCW), water-sewer districts (Title 57 RCW), irrigation districts (Title 83 RCW), school districts and educational service districts (Title 28A RCW), fire districts (Title 52 RCW), transit agencies (e.g., Ch. 35.58 RCW, Ch. 36.57A RCW, Ch. 36.73 RCW, Title 81 RCW), and public utility districts (Title 54 RCW), for their projected needs for small public works, and for consulting services throughout 2021.

Small Public Works Rosters: Service categories include construction, building, renovation, remodeling, alteration, repair, or improvement of real property as referenced in RCW 39.04.105. Sub-categories can be viewed on the MRSC Rosters website.

Consultant Rosters: Service categories include architectural, engineering, and surveying services as referenced in Chapter 35.80 RCW, as well as other personal and professional consulting services. Sub-categories can be viewed on the MRSC Rosters website.

Vendor Rosters: Service categories include supplies, materials, and equipment not being purchased in connection with public works contracts and limited service contracts as referenced in RCW 39.04.190. Sub-categories can be viewed on the MRSC Rosters website.

Currently subscribing local governments which have their Small Works Roster, Consultant Roster, and Vendor Roster hosted by MRSC Rosters: Benton County, Benton County Fire District #1, Benton County Fire Protection District 6, City of Benton City, City of Cle Elum, City of College Place, City of Connell, City of Granger, City of Kennewick, City of Mabton, City of Pasco, City of Richland, City of Richkin, City of Sunnyside, City of Toppenish, City of Walla Walla, City of West Richland, City of Zillah, Cle Elum - Roslyn School District No. 404, Franklin County, Franklin County Fire Protection District No. 3, Highland School District #203, Husum Fire Dept./KauaiCo Fire Dist. 3, Kaholus School District #056, Kittitas County, Kittitas County Fire District #7, Kittitas County Fire District #02, Kittitas School District 409, Klallam School District #02, Mt.-Columbia Library, Richland Public Facilities District, Roca Irrigation District, South Columbia Basin Irrigation District, Underwood Conservation District, Watsburg School District.

Currently subscribing local governments which have only their Small Works Roster and Consultant Roster hosted by MRSC Rosters: Ben Franklin Transit, Benton Clean Air Agency, Benton County Mesquite Control District #1, City of Kittitas, City of Prosser, City of Walla Walla, City of Wapato, Wana-Benton City School District, North Franklin School District, Prosser Public Hospital District (Prosser Memorial Health), Public Utility District No. 1 of Benton County, Skyline Hospital, Terrace Heights Sewer District, White Salmon Valley School District.

NOTICE OF A PUBLIC HEARING ANNEXATION REQUEST
NOTICE IS HEREBY GIVEN that the City of Ellensburg City Council will hold an open record public hearing on Monday February 1, 2021 at 7:00 pm via zoom, to consider an annexation request (P20-088) submitted by Monica Peterson, property owner. The applicant seeks to annex parcel number 19876 into the City of Ellensburg. Consistent with Ellensburg City Code and the Ellensburg Comprehensive Plan, upon annexation the parcels will be zoned R5646-108-Suburban. The submitted application and related documents are available for review online at https://ci.ellensburg.wa.us/ES23-Public-Notices-Current-Projects or at the City of Ellensburg Community Development Department, 501 North Anderson Street, Ellensburg, WA. Anyone wishing to receive a copy of the annexation request is invited to call (509) 925-8653.

Project Location: The parcel is located at 1211 Sanders Road, Ellensburg, Washington 99226. Kittitas County Assessor's Parcel Number 10876.

NOTICE IS FURTHER GIVEN that all persons interested in this matter may participate in this remote meeting by contacting staff no later than 5:00 pm on Monday February 1. An email link, text link, or phone number will be provided which will allow for electronic participation in the public hearing. Written comments may be filed with the Community Development Department, 501 North Anderson Street, or via email at avl@ci.ellensburg.wa.us. To be considered during the public hearing, written comments must be submitted by 5:00 pm on Monday, February 1, 2020.

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

PUBLISH: Daily Record, January 5, 2021

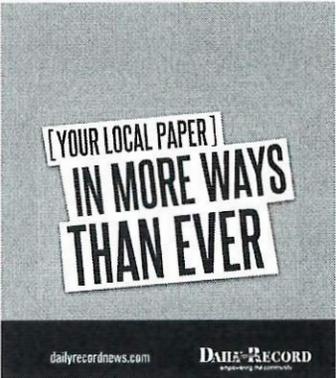
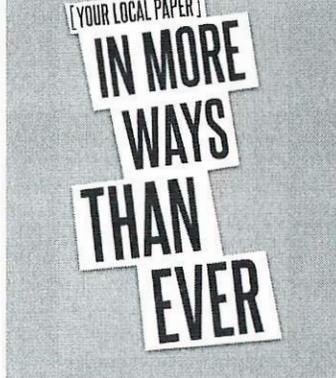
NOTICE OF A PUBLIC HEARING ANNEXATION REQUEST
NOTICE IS HEREBY GIVEN that the City of Ellensburg City Council will hold an open record public hearing on Monday February 1, 2021 at 7:00 pm via Zoom, to consider an annexation request (P20-083) submitted by Ray Weisbeck, property owner. The applicant seeks to annex parcel numbers 258133, 018133, 038133 and 058133 into the City of Ellensburg. Consistent with Ellensburg City Code and the Ellensburg Comprehensive Plan, upon annexation the parcels will be zoned Residential-Suburban (R-5). The submitted application and related documents are available for review online at https://ci.ellensburg.wa.us/ES23-Public-Notices-Current-Projects or at the City of Ellensburg Community Development Department, 501 North Anderson Street, Ellensburg, WA. Anyone wishing to receive a copy of the annexation request is invited to call (509) 925-8653.

Project Location: The parcel is located on the west side of Cascade Street south of Dolanow Road, Ellensburg, Washington 99226. Kittitas County Assessor's Parcel Numbers 258133, 018133, 038133 and 058133.

NOTICE IS FURTHER GIVEN that all persons interested in this matter may participate in this remote meeting by contacting staff no later than 5:00 pm on Monday February 1. An email link, text link, or phone number will be provided which will allow for electronic participation in the public hearing. Written comments may be filed with the Community Development Department, 501 North Anderson Street, or via email at avl@ci.ellensburg.wa.us. To be considered during the public hearing, written comments must be submitted by 5:00 pm on Monday, February 1, 2021.

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PUBLISH: Daily Record, January 5, 2021



OTTE, ROY K
1213 SANDERS RD
ELLENSBURG, WA 98926-9353

OTTE, FRANK K
1215 SANDERS RD
ELLENSBURG, WA 98926

CPB WA LLC
PO BOX 1665
WOODINVILLE, WA 98072-1665

TOWER, LES & JOANNE A
1001 SANDERS RD
ELLENSBURG, WA 98926-9351

PACHA, JEANETTE L
1808 N ABEL PL
ELLENSBURG, WA 98926-2123

PERSSON, MONIKA R
5835 MARSH LANDING DR
WINTER HAVEN, FL 33881-7234

STATE OF TRANSMITTAL

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

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

Date 1/4/2021 Signed

Alivia Marie



COMMUNITY DEVELOPMENT DEPARTMENT

501 N. Anderson St., Ellensburg WA 98926

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

Kirsten Sackett, Director

Phone: (509) 962-7232 Fax: (509) 925-8655 E-Mail: sackettk@ci.ellensburg.wa.us

January 4, 2021

RE: Notice of Open Record Public Hearing for Annexation request, case # P20-088, submitted by Monica Persson

NOTICE IS HEREBY GIVEN that the City of Ellensburg City Council will hold an open record public hearing on **Monday February 1, 2021 at 7:00 pm** via zoom, to consider an annexation request (P20-088) submitted by Monica Persson, property owner. The applicant seeks to annex parcel number 10876 into the City of Ellensburg. Consistent with Ellensburg City Code and the Ellensburg Comprehensive Plan, upon annexation the parcels will be zoned Residential-Suburban. The submitted application and related documents are available for review online at <https://ci.ellensburg.wa.us/623/Public-NoticesCurrent-Projects> or at the City of Ellensburg Community Development Department, 501 North Anderson Street, Ellensburg, WA. Anyone wishing to receive a copy of the annexation request is invited to call (509) 925-8653.

Project Location: The parcel is located at 1211 Sanders Road, Ellensburg, Washington 98926. Kittitas County Assessor's Parcel Number 10876

NOTICE IS FURTHER GIVEN that all persons interested in this matter may participate in this remote meeting by contacting staff no later than 5:00 pm on Monday February 1. An email link, text link, or phone number will be provided which will allow for electronic participation in the public hearing. Written comments may be filed with the Community Development Department, 501 North Anderson Street, or via email at aylingj@ci.ellensburg.wa.us. **To be considered during the public hearing, written comments must be submitted by 5:00 pm on Monday, February 1, 2021.**



COMMUNITY DEVELOPMENT DEPARTMENT
501 N. Anderson St, Ellensburg WA 98926
Land Use Permitting (509) 962-7231 Construction
Permitting (509) 962-7239
Kirsten Sackett, Director
Phone: (509) 962-7232 Fax: (509) 925-8655 E-Mail:
sackettk@ci.ellensburg.wa.us



AFFIDAVIT OF POSTING

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

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

Table with 2 columns: DATE, PLANNER, PROJECT NAME, FILE NUMBER. Values include February 1, 2021; Jamey Ayling, Planning Manager; Annexation of parcels into the City of Ellensburg; P20-088.

PLEASE COMPLETE THE FOLLOWING:

1, Monika Persson

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

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

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4. The sign shall be at least two feet by three feet in size, have a written description of the proposal, include a site drawing which shows the proposed project, have the date listed when comments are due, and where comments are to be mailed.

DATE: February 1, 2021	PLANNER: Jamey Ayling, Planning Manager
PROJECT NAME: Annexation of parcels into the City of Ellensburg	FILE NUMBER: P20-088

PLEASE COMPLETE THE FOLLOWING:

I, Monika Persson

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

February
twelve 20 21

Signature

Monika Persson

Date 1.12.2021

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





CITY COUNCIL AGENDA REPORT

City Council Meeting Date: February 1, 2021

Item Title/Agenda Subject: First reading of proposed ordinance authorizing the issuance of 2021 Waterworks Utility System Bonds.

Submitted by: Jerica Pascoe Finance Department

Recommended Action or Motion: Staff recommends Council conduct first reading of the proposed ordinance authorizing the issuance of Waterworks Utility System Revenue Bonds.

Background/Summary: Attached is a proposed ordinance as prepared by the City's bond counsel, Stradling Yocca Carlson & Rauth, a Professional Corporation, authorizing the issuance and sale of not-to-exceed \$11 million Waterworks Utility System revenue bonds to pay or reimburse the costs of the Plan of Additions including the Projects, consisting of certain capital improvements to the Waterworks Utility System, to satisfy the debt service reserve requirement if necessary, and to pay the costs of issuance and sale of the bonds.

Previous Council Action: The City has previously issued the following Waterworks Utility System revenue bonds:

Series Designation	Ordinance Number	Date of Issue	Original Principal Amount	Currently Outstanding (1/1/2021)	Final Maturity Date
2013	4632	01/16/2013	\$ 2,100,000	\$466,719	12/01/2022
2016	4753	12/27/2016	6,990,000	6,110,000	12/01/2029
2020	4849	03/06/2020	5,000,000 ⁽¹⁾	3,000,000	12/01/2039

(1) Maximum principal amount available to be drawn. As of January 1, 2021, the City has drawn \$3,000,000 and the remainder has not yet been drawn.

Analysis: A bond issuance and sale is needed to provide the funds for certain capital improvements listed in Exhibit C of the ordinance. The Finance Director will solicit proposals for purchase of the bond and select the purchasing entity or bank from those proposals. The final principal amount of the bond, interest rate, principal maturities and prepayment provisions of

the bond to be fixed under such terms and conditions are approved by this ordinance.

Financial Impact:

The Bonds shall bear interest at fixed rates per annum from the Issue Date or from the most recent date for which interest has been paid or duly provided for, whichever is later. One or more rates of interest may be fixed for a Bond, which may be reset prior to the scheduled maturity of the Bond. No rate of interest for any Bond may exceed 5.00%, and the true interest cost to the City for any Series of Bonds may not exceed 4.00%. Based on preliminary debt service schedule for the new bond and an estimated interest rate of 3.00%, when including costs, the estimated all-in true interest cost is 3.07%. Actual interest rates and costs will be determined based on bank responses to a request for financing proposals. The final maturity of the bond will be no later than 20 years after the date of issue, and the bond shall be subject to optional redemption no later than 10.5 years from the date of issue. Following the sale of the Bond, staff shall provide a report to Council describing the final terms for the Bond approved.

Attachments:

[Proposed Ordinance -2021 Waterworks Revenue Bond](#)

CITY OF ELLENSBURG, WASHINGTON

ORDINANCE NO. _____

AN ORDINANCE of the City of Ellensburg, Washington, relating to contracting indebtedness, providing for the issuance, sale and delivery of an aggregate principal amount not to exceed \$11 million of its combined Waterworks Utility System revenue bonds to provide funds (i) to pay or reimburse all or a portion of the costs of the Plan of Additions including the Projects, consisting of certain capital improvements to the Waterworks Utility System, including the Bull Road Utility Extension, Illinois Well Outfitting, Anderson Road Sewer Extension, Craigs Hill Pressure Zone, Wastewater Treatment Facility Clarifiers, and Digester/GBT Building Electrical Upgrades, (ii) to satisfy the debt service reserve requirement, if necessary, and (iii) to pay the costs of issuance and sale of the bonds; creating such accounts or special funds necessary or desirable to pay and secure the revenue indebtedness authorized herein; fixing or setting parameters with respect to certain terms and covenants of the bonds, which may be issued as a single bond or in serial maturities; appointing the City's designated representative to approve the Bond Sale Terms and providing for the sale and delivery of the bonds; and providing for other related matters.

Passed February 16, 2021

This document prepared by:

Stradling Yocca Carlson & Rauth, a Professional Corporation
999 Third Avenue, Suite 3610
Seattle, Washington 98104
(206)829-3000

CITY OF ELLENSBURG, WASHINGTON

ORDINANCE NO. _____

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Exhibit A — Parity Conditions

Exhibit B — Parameters for Bond Sale Terms

Exhibit C – Description of Projects

* This Table of Contents and the cover page are provided for convenience only and is not a part of this ordinance

ORDINANCE NO. _____

AN ORDINANCE of the City of Ellensburg, Washington, relating to contracting indebtedness, providing for the issuance, sale and delivery of an aggregate principal amount not to exceed \$11 million of its combined Waterworks Utility System revenue bonds to provide funds (i) to pay or reimburse all or a portion of the costs of the Plan of Additions including the Projects, consisting of certain capital improvements to the Waterworks Utility System, including the Bull Road Utility Extension, Illinois Well Outfitting, Anderson Road Sewer Extension, Craigs Hill Pressure Zone, Wastewater Treatment Facility Clarifiers, and Digester/GBT Building Electrical Upgrades, (ii) to satisfy the debt service reserve requirement, if necessary, and (iii) to pay the costs of issuance and sale of the bonds; creating such accounts or special funds necessary or desirable to pay and secure the revenue indebtedness authorized herein; fixing or setting parameters with respect to certain terms and covenants of the bonds, which may be issued as a single bond or in serial maturities; appointing the City's designated representative to approve the Bond Sale Terms and providing for the sale and delivery of the bonds; and providing for other related matters.

Section 1. Findings and Determinations.

(a) ***Combined Waterworks Utility System.*** Pursuant to chapters 35.67 and 35.92 RCW, the City currently owns, operates, and maintains the Waterworks Utility System as a combined utility system pursuant to RCW 35.67.331 and Ordinance No. 4206, passed by the City Council on June 7, 1999. The Waterworks Utility System currently includes the following component utilities: (i) a sewerage collection and disposal system (the "Sewer Utility"); (ii) a potable water supply and distribution system, (the "Water Utility"); and (iii) a storm drainage and surface water management utility (the "Stormwater Utility"). The City has further reserved the right to combine additional utilities into the combined system in the future, consistent with State law. Although the component utilities are combined for purposes of borrowing, the City maintains separate accounting and independent rate-setting structures for each component utility within the Waterworks Utility System. The component utilities benefiting from the borrowing authorized by this ordinance is the Sewer Utility and the Water Utility and all costs associated with this borrowing and the repayment thereof will be allocated respectively to the Sewer Utility and the Water Utility.

(b) ***Outstanding Combined Waterworks Utility System Revenue Debt.*** The City has previously issued the following utility revenue bonds (collectively, the "Outstanding Parity Bonds") having a lien and charge on Net Revenues of the Waterworks Utility System superior to all other liens and charges:

Series Designation	Ordinance Number	Date of Issue	Original Principal Amount	Currently Outstanding (1/1/2021)	Final Maturity Date
2013	4632	01/16/2013	\$ 2,100,000	\$466,719	12/01/2022
2016	4753	12/27/2016	6,990,000	6,110,000	12/01/2029
2020	4849	03/06/2020	5,000,000 ⁽¹⁾	3,000,000	12/01/2039

(1) Maximum principal amount available to be drawn. As of January 1, 2021, the City has drawn \$3,000,000 and the remainder has not yet been drawn.

(c) **Plan of Additions.** The City specifies, adopts and orders the carrying out of the Plan of Additions (defined below), which includes the Projects (defined below) intended to be financed with the proceeds of the Bonds. The estimated cost of the Projects is at least \$11 million and the City does not have available sufficient funds from current resources to pay the cost. The City is therefore in need of funds with which to finance the Projects. The Projects shall be carried out in accordance with the plans and specifications prepared by the City’s engineers and consulting engineers. The City Council may modify the details of the Projects where, in its judgment, it appears advisable if such modifications do not substantially alter the purpose of the Projects, or if such modification provides funding to other elements described in the Plan of Additions, as then in effect. The cost of the Projects, including the cost of issuance and sale of the Bonds, shall be paid from the proceeds of the Bonds and from other money available to the Sewer Utility and the Water Utility, including current resources, grants and loans. The average expected useful life of the Projects exceeds the maximum maturity of the Bonds authorized herein.

(d) **Sufficiency of Gross Revenue.** The City Council finds and determines that the Gross Revenue and benefits to be derived from the operation and maintenance of the Waterworks Utility System at the rates to be charged for services from the Waterworks Utility System will be more than sufficient to meet all Maintenance and Operations Expense and to permit the setting aside into the Bond Fund out of the Gross Revenue of amounts sufficient to pay the principal of and interest on the Bonds when due. The City Council declares that in fixing the amounts to be paid into the Bond Fund under this ordinance it has exercised due regard for Maintenance and Operations Expense and has not obligated the City to set aside and pay into the Bond Fund a greater amount of Gross Revenue of the Waterworks Utility System than in its judgment will be available over and above such Maintenance and Operations Expense.

(e) **Issuance and Sale of the Bonds.** For the purposes described in Section 3, the City Council finds that it is in the best interests of the City and its ratepayers to issue and sell the Bonds, pursuant to the Bond Sale Terms to be approved by the City’s Designated Representative within the parameters set forth in the Exhibit B and otherwise consistent with this ordinance.

Section 2. Definitions. As used in this ordinance, the following words shall have the following meanings, unless a different meaning clearly appears from the context:

(a) “2013 Bond” means the Water and Sewer Revenue Bond, 2013, issued by the City on January 16, 2013, pursuant to the Ordinance No. 4632 (passed on January 14, 2013), which is currently outstanding in the principal amount of \$466,719.

(b) “2016 Bond” means the Water and Sewer Revenue Refunding Bond, 2016, issued by the City on December 27, 2016, pursuant to Ordinance No. 4753 (passed on November 21, 2016), which remains outstanding in the principal amount of \$6,110,000.

(c) “2020 Bond” means the Waterworks Utility System Revenue Bond, 2020, issued by the City on March 6, 2020, pursuant to Ordinance No. 4849 (passed on February 18, 2020), which remains outstanding in the principal amount of \$3,000,000.

(d) “2013 Bond Ordinance” means Ordinance No. 4632, passed on January 14, 2013, pursuant to which the 2013 Bonds were issued.

(e) “2016 Bond Ordinance” means Ordinance No. 4753, passed on November 21, 2016, pursuant to which the 2016 Bonds were issued.

(f) “2020 Bond Ordinance” means Ordinance No. 4849, passed on February 18, 2020, pursuant to which the 2020 Bonds were issued.

(g) “Alternate Security” means any Reserve Insurance, bond insurance, collateral, security, letter of credit, guaranty, surety bond or similar credit enhancement device providing for or securing the payment of all or part of the principal of and interest on the Parity Bonds, issued by an institution which has been assigned a credit rating at the time of issuance of such Parity Bonds that is equal to or better than the highest two rating categories by both Moody’s Investors Service and S&P Global Ratings. ***On and after the Parity Covenant Date, the preceding definition shall permit the use of Alternate Security issued by an institution which has been assigned a credit rating at the time of issuance of such Parity Bonds that is equal to or better than the highest three rating categories (without regard to gradations within such categories) by at least one Rating Agency.***

(h) “Annual Debt Service” for the applicable series of Parity Bonds for any calendar year, means all the interest, plus all principal (except principal of Term Bonds due in any Term Bond Maturity Year), plus all mandatory redemption and sinking fund installments for that year, less all bond interest payable from the proceeds of any such bonds in that year.

(i) “Assessment Bonds” means the original principal amount of any issue of Parity Bonds equal to the total principal amount (or, if refunding bonds, the remaining unpaid principal amount) of ULID Assessments on any final assessment roll or rolls of one or more ULIDs formed in connection with the improvements being financed by such issue of bonds (or bonds being refunded). The original principal amount of such issue of bonds in excess of Assessment Bonds shall be referred to as “bonds (or Bonds) that are not Assessment Bonds.” Assessment Bonds shall be allocated to each \$5,000 of bonds in proportion to their percentage of the entire issue of bonds. When a bond of any issue of bonds containing Assessment Bonds is redeemed or purchased, and retired, the same percentage of that bond as the percentage of Assessment Bonds is to the total issue of those bonds shall be treated as Assessment Bonds being redeemed or purchased and retired.

(j) “Authorized Denomination” means \$5,000 or any integral multiple thereof within a maturity, or such other minimum authorized denomination as may be specified by the Designated Representative in approving the Bond Sale Terms.

(k) “Average Annual Debt Service” means, as of its date of calculation, the sum of the Annual Debt Service for the remaining calendar years to the last scheduled maturity of the applicable issue or issues of bonds divided by the number of those years. For purposes of computing the Reserve Requirement, the estimated amount of Parity Bonds to be redeemed prior to maturity may be taken into account if consistent with federal arbitrage regulations.

(l) “*Bonds*” means the City of Ellensburg, Washington, Waterworks Utility System Revenue Bonds, 2021, authorized to be issued as a single bond or as serial maturities, pursuant to this ordinance.

(m) “*Bond Counsel*” means a firm of Stradling Yocca Carlson & Rauth, a Professional Corporation, its successor, or any other attorney or firm of attorneys selected by the City with a nationally recognized standing as bond counsel in the field of municipal finance.

(n) “*Bond Fund*” means the bond debt service fund previously created to pay debt service on the Parity Bonds pursuant to Section 9 of Ordinance No. 3926 (originally designated as the Sewer Revenue Bond Fund, 1994 and expanded to secure all Parity Bonds pursuant to Ordinance 4206 which combined the utility systems for purposes of debt issuance), together with each other special fund created from time to time within the Waterworks Utility System Funds. For purposes of clarity, the Bond Fund operates as a single combined fund for purposes of securing all Parity Bonds and a pledge of money deposited into or held in the Bond Fund shall refer collectively to all amounts deposited into or held in any and all parity bond debt service funds or accounts that may be created for accounting purposes within any of the Waterworks Utility System Funds, without distinction or priority of payment rights with respect to a particular series of Parity Bonds.

(o) “*Bond Purchase Agreement*” means a written offer to purchase the Bonds setting forth Bond Sale Terms consistent with Exhibit B, which offer is accepted by the Designated Representative on behalf of the City in accordance with this ordinance. In the case of a private placement, the Bond Purchase Agreement may consist of the Purchaser’s offer accepted by the City as evidenced by a pricing or bid award certificate executed by the Designated Representative on behalf of the City. In the case of a competitive sale, the official notice of sale, the Purchaser’s bid, and a certificate of bid award executed by the Designated Representative on behalf of the City shall constitute the Bond Purchase Agreement for purposes of this ordinance.

(p) “*Bond Register*” means the registration books or records maintained by the Bond Registrar for the purpose of identifying ownership of each Bond.

(q) “*Bond Registrar*” means the Fiscal Agent, or any successor bond registrar selected by the City.

(r) “*Bond Sale Terms*” means the terms and conditions for the sale of the Bonds including, but not limited to the amount, date or dates, denominations, interest rate or rates (or mechanism for determining interest rate or rates), payment dates, final maturity, redemption rights, price, and other terms or covenants, including minimum savings for refunding bonds. The parameters for certain Bond Sale Terms are set forth in Exhibit B.

(s) “*Book-Entry Form*” means a fully-registered form in which physical bond certificates are registered only in the name of the Securities Depository (or its nominee), as Registered Owner, with the physical bond certificates held by and immobilized in the custody of the Securities Depository (or its designee), where the system for recording and identifying the transfer of the ownership interests of the Beneficial Owners of the Bond is neither maintained by nor the responsibility of the City or the Bond Registrar.

(t) “*City*” means the City of Ellensburg, Washington, a code city duly organized and existing under the laws of the State of Washington.

(u) “*City Council*” means the legislative authority of the City, as duly and regularly constituted from time to time.

(v) “*Code*” means the Internal Revenue Code of 1986, as amended, and shall include all applicable regulations and rulings relating thereto.

(w) “*Continuing Disclosure Agreement*” means a written undertaking, pursuant to SEC rule or regulation governing the sale of a municipal bond to the public, to provide continuing disclosure, if required, which undertaking is authorized to be executed on behalf of the City pursuant to Section 17 of this ordinance.

(x) “*Coverage Requirement*” means, in any calendar year, (1) an amount of Net Revenue at least equal to 1.25 times the Annual Debt Service in that year on Parity Bonds that are not Assessment Bonds; and (2) an amount of Net Revenue available after satisfying the Coverage Requirement on bonds that are not Assessment Bonds, plus ULID Assessments, which together are at least equal to 1.00 times the Annual Debt Service in that year on such Assessment Bonds. In calculating the Coverage Requirement, Annual Debt Service shall be adjusted for each calendar year by subtracting any amount scheduled to be received in that calendar year by the City as a Tax Credit Subsidy Payment in respect of any Parity Bonds issued as Tax Credit Subsidy Bonds.

(y) “*Covered Parity Bonds*” means, until the Parity Covenant Date, all Parity Bonds. ***From and after the Parity Covenant Date, Covered Parity Bonds shall refer only to such Parity Bonds as are designated as “Covered Parity Bonds” in or pursuant to the ordinance authorizing their issuance.***

(z) “*DTC*” means The Depository Trust Company, New York, New York, or its nominee.

(aa) “*Designated Representative*” means the officer of the City appointed in Section 5 of this ordinance to serve as the City’s designated representative in accordance with RCW 39.46.040(2).

(bb) “*Finance Director*” means the City’s duly appointed Finance Director, or such other officer of the City who succeeds to substantially all of the responsibilities of that office.

(cc) “*Future Parity Bonds*” means any and all Waterworks Utility System revenue bonds of the City issued after the date of issuance of the Bonds, the payment of the principal of and interest on which constitutes a charge or lien on the Net Revenue and ULID Assessments equal in rank with the charge and lien upon such revenue and assessments required to be paid into the Bond Fund to pay and secure the payment of the principal of and interest on the then-outstanding Parity Bonds.

(dd) “*Government Obligations*” has the meaning given in RCW 39.53.010, as now in effect or as may hereafter be amended and which are otherwise legal investments of the City at the time of such investment.

(ee) “*Gross Revenue of the Waterworks Utility System*” or “*Gross Revenue*” means all of the earnings and revenues received by the City from the maintenance and operation of the Waterworks Utility System and all earnings from the investment of money in the Bond Fund which earnings are deposited in the Principal and Interest Account, and connection and capital improvement charges collected for the purpose of defraying the cost of capital facilities of the Waterworks Utility System. Gross Revenue excludes ULID Assessments, government grants (including Tax Credit Subsidy

Payments), proceeds from the sale of Waterworks Utility System property, City taxes collected by or through the Waterworks Utility System, principal proceeds of bonds or other obligations, deposits to the Rate Stabilization Fund, revenue from any Separate System, and earnings or proceeds from any investments in a trust, defeasance or escrow fund created to defease or refund Waterworks Utility System obligations (until commingled with other earnings and revenues of the Waterworks Utility System) or held in a special account for the purpose of paying a rebate to the United States Government under the Code.

(ff) “*Issue Date*” means, with respect to the Bonds, the date of issuance and delivery of the Bonds to the Purchaser.

(gg) “*MSRB*” means the Municipal Securities Rulemaking Board.

(hh) “*Maintenance and Operation Expense*” means all reasonable expenses incurred by the City in causing the Waterworks Utility System to be operated and maintained in good repair, working order and condition, including payments made to any other municipal corporation or private entity for drainage, sewerage, and water service (or other utility service if the City combines such service in the Waterworks Utility System and enters into a contract for such services), but not including any depreciation or taxes levied or imposed by the City or payments to the City in lieu of taxes, or capital additions to or capital replacements of any portion of the Waterworks Utility System.

(ii) “*Maximum Annual Debt Service*” means, at the time of calculation, the maximum amount of Annual Debt Service that will mature or come due in the current calendar year or any future year with respect to the then-outstanding Parity Bonds.

(jj) “*Net Proceeds*” when used in this ordinance with reference to the Bonds, and unless another meaning is assigned under the Code, means the aggregate principal amount of the Bonds plus accrued interest and original issue premium, if any, and less original issue discount, and proceeds (if any) deposited in the Reserve Account.

(kk) “*Net Revenue*” means the Gross Revenue Less Maintenance and Operation Expense. Net Revenue also shall include withdrawals from the Rate Stabilization Account and shall exclude deposits into the Rate Stabilization Account.

(ll) “*Outstanding Parity Bond Ordinances*” mean Ordinance No. 4632, authorizing the issuance of the 2013 Bond, Ordinance No. 4753, authorizing the issuance of the 2016 Bond, and Ordinance No. 4849, authorizing the issuance of the 2020 Bond.

(mm) “*Outstanding Parity Bonds*” mean the 2013 Bond, the 2016 Bond, and the 2020 Bond.

(nn) “*Parity Bonds*” means the Outstanding Parity Bonds, the Bonds, and any Future Parity Bonds.

(oo) “*Parity Conditions*” means those conditions for the issuance of Future Parity Bonds, as set forth in Section 15 and Exhibit A of Ordinance No. 4632, and in Section 15 and Exhibit A of Ordinance No. 4753, and Section 18 and Exhibit A of Ordinance No. 4849, as such conditions are now set forth in Section 18 and Exhibit A of this ordinance.

(pp) “*Parity Covenant Date*” means the date on which the 2013 Bonds and the 2016 Bonds are legally defeased or redeemed and no longer outstanding.

(qq) “*Permitted Investments*” means any investment that is a legal investment for cities in the State of Washington.

(rr) “*Plan of Additions*” means the system or plan of additions and improvements to and betterments and extensions of the Waterworks Utility System (1) identified in the City’s Capital Improvement Plan for the Sewer System, the Stormwater System, and the Water System, as adopted and in effect from time to time (most recently, the update to the 6-Year Capital Improvement Plans, adopted by the City Council on January 19, 2021); and (2) the Projects described in Exhibit C, which are incorporated into the Plan of Additions by this reference.

(ss) “*Principal and Interest Account*” means the account of that name created in the Bond Fund for the payment of the principal of and interest on the Parity Bonds.

(tt) “*Projects*” means certain capital improvements to the Waterworks Utility System, as more fully described in Exhibit C.

(uu) “*Purchaser*” means the initial underwriter, financial institution, or bank purchaser of the Bonds. If sold pursuant to a private or direct placement, the term “Purchaser” shall refer to the Registered Owner shown on the books of the Bond Registrar.

(vv) “*Rate Stabilization Fund*” means the fund or account within the Waterworks Utility System Funds (or the relevant special funds of the component utilities) created pursuant to and for the purposes set forth in Section 17 of Ordinance No. 4632, Section 17 of Ordinance No. 4753, Section 20 of Ordinance No. 4849, or Section 20 of this ordinance.

(ww) “*Rating Agency*” means any nationally recognized rating agency then maintaining a rating for the Parity Bonds at the request of the City.

(xx) “*Record Date*” means, unless otherwise provided in the applicable Bond Purchase Agreement, the Bond Registrar’s close of business on the 15th day of the month preceding an interest payment date, and with respect to redemption of a Bond prior to its maturity, the Record Date shall mean the Bond Registrar’s close of business on the date on which the Bond Registrar send the notice of redemption in accordance with Section 8.

(yy) “*Registered Owner*” means the person named as the registered owner of the Bond in the Bond Register. For as long as the Bond is held in Book-Entry Form, Registered Owner shall mean the Securities Depository.

(zz) “*Reserve Account*” means the account of that name created in the Bond Fund for the purpose of securing the payment of the principal of and interest on the Covered Parity Bonds. For purposes of clarity, references to the Reserve Account and amounts on deposit therein shall refer collectively to all debt service reserve accounts created within the Waterworks Utility System Funds for the purpose of securing payment of the Covered Parity Bonds without priority or distinction as to a particular series of Covered Parity Bonds.

(aaa) “*Reserve Insurance*” means, in lieu of cash and investments, insurance obtained by the City equal to part or all of the Reserve Requirement for any Covered Parity Bonds then outstanding with respect to which such insurance is obtained.

(bbb) “*Reserve Requirement*” means, for all Covered Parity Bonds, the lesser of (i) Maximum Annual Debt Service on the Covered Parity Bonds, or (ii) 125% of Average Annual Debt Service on the Covered Parity Bonds, but at no time shall the Reserve Requirement exceed 10% of the proceeds of the Covered Parity Bonds.

(ccc) “*SEC*” means the United States Securities and Exchange Commission.

(ddd) “*Securities Depository*” means DTC, any successor thereto, any substitute securities depository selected by the City, or the nominee of any of the foregoing. Any successor or substitute Securities Depository must be qualified under applicable laws and regulations to provide the services proposed to be provided by it.

(eee) “*Separate Utility System*” means any water supply, sewage collection or treatment, stormwater or other utility service or facilities that may be created, acquired or constructed by the City as provided in Section 19.

(fff) “*State*” means the State of Washington.

(ggg) “*System of Registration*” means the system of registration for the City’s bonds and other obligations set forth in Ordinance No. 3925 of the City.

(hhh) “*Tax Credit Subsidy Bond*” means any bond that is designated by the City as a “build America bond” or other tax credit bond, pursuant to the Code, and which is further designated as a “qualified bond” under Section 6431 of the Code, and with respect to which the City is eligible to receive a Tax Credit Subsidy Payment.

(iii) “*Tax Credit Subsidy Payment*” means the amounts which the City is entitled to receive a tax credit payable by the United States Treasury to the City under Section 6431 of the Code, in respect of any bonds issued as Tax Credit Subsidy Bonds.

(jjj) “*Taxable Bonds*” means any Bonds the interest on which is not excludable from gross income for federal income tax purposes.

(kkk) “*Tax-Exempt Bonds*” means any Bonds the interest on which is excludable from gross income for federal income tax purposes and is not treated as an item of tax preference for purposes of calculating the federal alternative minimum tax, as further described in an opinion of Bond Counsel supplied to the original purchasers of such Bonds.

(lll) “*Term Bond Maturity Year*” means any calendar year in which Term Bonds are scheduled to mature.

(mmm) “*Term Bonds*” means those Parity Bonds designated as such pursuant to the ordinance authorizing their issuance and sale.

(nnn) “*Treasurer*” means the Finance Director of the City, or any successor to the functions of the Treasurer.

(ooo) “*ULID*” means Utility Local Improvement District.

(ppp) “*ULID Assessments*” means all assessments levied and collected in any ULID of the City created for the acquisition or construction of additions to and extensions and betterments of the Waterworks Utility System (or any component utility thereof) if such assessments are pledged to be paid into the Bond Fund (less any prepaid assessments permitted by law to be paid into a construction fund or account). ULID Assessments shall include installments thereof and any interest or penalties that may be due thereon.

(qqq) “*Utility Professional*” means a licensed professional engineer experienced in the design, construction and operation of municipal utilities, or an independent certified public accountant experienced with municipal utilities.

(rrr) “*Waterworks Utility System*” (formerly known as the Sewerage System prior to the combination of the water system of the City therewith) means the City’s combined water utility, sanitary sewage collection and disposal utility, and storm and surface water utility, together with all additions thereto and betterments and extensions thereof at any time made, and shall include any other utility systems hereafter combined with the Waterworks Utility System and shall include the Projects. The Waterworks Utility System shall not include a Separate Utility System.

(sss) “*Waterworks Utility System Funds*” means, collectively, the Water Funds (Nos. 481 and 485), the Sewer Funds (Nos. 491 and 495), and the Stormwater Funds (Nos. 431 and 439).

Section 3. Purpose and Authorization of Bond. The City is authorized to issue negotiable Waterworks Utility System revenue bonds evidencing indebtedness in the principal amount not to exceed \$11 million to provide funds (i) to pay or reimburse all or a portion of the costs of the Plan of Additions including the Projects described in Exhibit C, (ii) to satisfy the debt service reserve requirement, if necessary, and (iii) to pay the costs of issuance and sale of the bonds. The proceeds of the Bonds shall be allocated to paying the costs of Plan of Additions, or a portion of the Plan of Additions, in such order of time as the City determines is advisable and practicable.

Section 4. Compliance with Parity Conditions. In accordance with the Parity Conditions set forth in the Outstanding Parity Bond Ordinances, the City Council hereby finds and determines, subject to the execution of a certificate by the Designated Representative dated the Issue Date evidencing her determination that, as of the Issue Date, such facts remain true and correct and all other Parity Conditions have been met or satisfied:

(a) There is no deficiency in the Bond Fund and provision is made in this ordinance for the payment of the principal of and interest on the Bonds from the Bond Fund and for satisfaction of the Reserve Requirement within the time prescribed;

(b) The City is (and as of the Issue Date will be) in compliance with the other Parity Conditions set forth in Section 18 and Exhibit A of the 2013 Bond Ordinance, Section 15 and Exhibit A of the 2016 Bond Ordinance, and Section 18 and Exhibit A of the 2020 Bond Ordinance.

If the Parity Conditions set forth in the Outstanding Parity Bond Ordinances are met and complied with based on the determination of the Designated Representative as of the Issue Date, the payments required to be made out of the Waterworks Utility System Funds into the Bond Fund and the Reserve Account to pay and secure the payment of the principal of and interest on the Bonds shall constitute a lien and charge upon the money in the Waterworks Utility System Funds equal in rank with the lien and charge thereon for the payments required to be made for the Outstanding Parity

Bonds. The Bonds may not be issued until the certificate described in this section has been executed and delivered.

Section 5. Description of the Bonds; Appointment of Designated Representative. The Finance Director is appointed as the Designated Representative of the City, and is authorized and directed to conduct the sale of the Bonds in the manner and upon the Bond Sale Terms deemed most advantageous to the City. The Designated Representative shall approve the Bond Sale Terms, with such additional terms and covenants, as the Designated Representative deems necessary or advisable, within the parameters set forth in Exhibit B, which is attached to this ordinance and incorporated by this reference. The Bonds may be sold in one or more series, and a series may be structured as a draw-down facility or exchanged for its full purchase price at closing. Each Bond shall be numbered, dated, and mature as set forth in the Bond Sale Terms. Interest on the principal amount of each Bond then-outstanding shall accrue at the interest rate or rates set forth in the Bond Sale Terms, from its Issue Date (or from the date of each principal draw) through and including its maturity or prepayment date, and shall be computed on the basis of the 360-day year consisting of twelve 30-day months or on such other basis as may be set forth in the Bond Sale Terms.

Section 6. Bond Registrar; Registration and Transfer of Bonds.

(a) **Registration of Bonds.** The Bonds shall be issued only in registered form as to both principal and interest and the ownership of the Bond shall be recorded on the Bond Register.

(b) **Bond Registrar; Duties.** Unless otherwise determined by the Finance Director, the Fiscal Agent is appointed as initial Bond Registrar. The Bond Registrar shall keep, or cause to be kept, sufficient books for the registration and transfer of the Bond, which shall be open to inspection by the City at all times. The Bond Registrar is authorized, on behalf of the City, to authenticate and deliver bonds transferred or exchanged in accordance with the provisions of the Bonds and this ordinance, to serve as the City's paying agent for the Bonds and to carry out all of the Bond Registrar's powers and duties under this ordinance and the System of Registration. The Bond Registrar shall be responsible for its representations contained in the Bond Registrar's Certificate of Authentication on each Bond. The Bond Registrar may become an Owner with the same rights it would have it were not the Bond Registrar and, to the extent permitted by law, may act as depository for and permit any of its officers or directors to act as members of, or in any other capacity with respect to, any committee formed to protect the rights of Owners.

(c) **Bond Register; Transfer and Exchange.** The Bond Register shall contain the name and mailing address of each Registered Owner and the principal amount and number of each Bond held by each Registered Owner. A Bond surrendered to the Bond Registrar may be exchanged for a Bond or Bonds in any Authorized Denomination of an equal aggregate principal amount and of the same interest rate and maturity. A Bond may be transferred only if endorsed in the manner provided thereon and surrendered to the Bond Registrar. Any exchange or transfer shall be without cost to the Owner or transferee. The Bond Registrar shall not be obligated to exchange any Bond or transfer registered ownership during the period between the applicable Record Date and the next upcoming interest payment or redemption date.

(d) **Securities Depository; Book-Entry Only Form.** In the Bond Purchase Agreement or certificate approving the Bond Sale Terms, the City's Designated Representative shall determine whether the Bonds initially shall be issued and held fully immobilized in Book-Entry Form by the Securities Depository in accordance with the provisions of the Letter of Representations.

If any Bond is held in Book-Entry Form at any time, neither the City nor the Bond Registrar shall have any responsibility or obligation to participants of the Securities Depository or the persons for whom they act as nominees with respect to the Bond regarding the accuracy of any records maintained by the Securities Depository or its participants of any amount in respect of principal or interest on the Bond, or any notice which is permitted or required to be given to Registered Owners hereunder (except such notice as is required to be given by the Bond Registrar to the Securities Depository). Registered ownership of a Bond initially held in Book-Entry Form, or any portion thereof, may not be transferred except: (i) to any successor Securities Depository; (ii) to any substitute Securities Depository appointed by the City or such substitute Securities Depository's successor; or (iii) to any person if the Bond is no longer held in Book-Entry Form.

If the Securities Depository resigns from its functions as depository, or upon a determination by the Finance Director to discontinue utilizing the then-current Securities Depository, the Finance Director may appoint a substitute Securities Depository. If the Securities Depository resigns from its functions as depository and no substitute Securities Depository can be obtained, or if the Finance Director determines not to utilize a Securities Depository, then the Bonds shall no longer be held in Book-Entry Form and ownership may be transferred only as provided herein.

Nothing herein shall prevent the Bond Sale Terms from providing that the Bonds shall be issued in certificated form without utilizing a Securities Depository, and that the Bonds shall be registered as of the Issue Date in the name(s) of the Owner(s) thereof, in which case ownership may be transferred only as provided herein.

(e) ***Lost or Stolen Bonds.*** In case any Bond shall be lost, stolen or destroyed, the Bond Registrar may authenticate and deliver a new bond or bonds of like amount, date, tenor and effect to the Registered Owner(s) thereof upon the Registered Owner(s)' paying the expenses and charges of the City in connection therewith and upon filing with the Bond Registrar evidence satisfactory to the Bond Registrar that such bond or bonds were actually lost, stolen or destroyed and of Registered Ownership thereof, and upon furnishing the City with indemnity satisfactory to both.

Section 7. Form and Execution of Bonds.

(a) ***Form of Bonds; Signatures and Seal.*** Each Bond shall be prepared in a form consistent with the provisions of this ordinance and State law. Each Bond shall be signed by the Mayor and City Clerk, either or both of whose signatures may be manual or in facsimile, and the seal of the City or a facsimile reproduction thereof shall be impressed or printed thereon. If any officer whose manual or facsimile signature appears on a Bond ceases to be an officer of the City authorized to sign bonds before the Bond bearing his or her manual or facsimile signature is authenticated by the Bond Registrar, or issued or delivered by the City, that Bond nevertheless may be authenticated, issued and delivered and, when authenticated, issued and delivered shall be as binding on the City as though that person had continued to be an officer of the City authorized to sign bonds. Any Bond also may be signed on behalf of the City by any person who, on the actual date of signing the Bond, is an officer of the City authorized to sign bonds, although he or she did not hold the required office on its Issue Date.

(b) ***Authentication Required.*** Only a Bond bearing a Certificate of Authentication in substantially the following form, manually signed by the Bond Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this ordinance: "Certificate of Authentication. This Bond is one of the fully registered City of Ellensburg, Washington, [name of issue and Series designation], described in Ordinance No. [number of this ordinance]." The authorized signing of a Certificate of

Authentication shall be conclusive evidence that such Bond so authenticated has been duly executed, authenticated and delivered hereunder and is entitled to the benefits of this ordinance.

Section 8. Redemption.

(a) ***Optional Redemption.*** Each Bond may be issued subject to redemption prior to its stated maturity date at the option of the City at the times and on the terms set forth in the Bond Sale Terms, consistent with the parameters set forth in Exhibit B.

(b) ***Mandatory Redemption.*** A Bond may be designated as a Term Bond, subject to mandatory redemption in principal installment payments, as set forth in the Bond Sale Terms. If not redeemed or purchased at the City's option prior to maturity, a Term Bond must be redeemed, at a price equal to one hundred percent of the principal amount to be redeemed, plus accrued interest, on the dates and in the years and principal amounts as set forth in the Bond Sale Terms. If the City optionally redeems or purchases a Term Bond prior to its maturity, the principal amount of the Term Bond so redeemed or purchased (irrespective of its redemption or purchase price) shall be credited against the remaining mandatory redemption installment payments in the manner as directed by the Finance Director. In the absence of direction by the Finance Director, credit shall be allocated to each mandatory redemption installment payment for that Bond on a *pro rata* basis.

(c) ***Partial Redemption; Selection of Bonds for Redemption.*** If the Bonds are to be partially redeemed at the option of the City, the Finance Director shall select the maturity or maturities to be redeemed. If less than all of the principal amount of a maturity is to be redeemed, (1) if the Bonds are then held in Book-Entry Form, the portion of such maturity to be redeemed shall be selected for redemption by the Securities Depository in accordance with the Letter of Representations, and (2) if the Bonds are not then held in Book-Entry Form, the portion of such maturity to be redeemed shall be selected by the Bond Registrar randomly in such manner as the Bond Registrar shall determine. All or a portion of the principal amount of any Bond that is to be redeemed may be redeemed in any Authorized Denomination. If less than all of the outstanding principal amount of any Bond is redeemed, upon surrender of that Bond to the Bond Registrar, there shall be issued to the Registered Owner, without charge, a new Bond (or Bonds, at the option of the Registered Owner) of the same maturity and interest rate, in the aggregate principal amount to remain outstanding, which amount shall be in any Authorized Denomination.

(d) ***Notice of Redemption.*** Notice of an intended redemption of any Bond then in Book-Entry Form shall be given in accordance with the Letter of Representations. If the Bonds are not then in Book-Entry Form, then unless otherwise set forth in the applicable Bond Sale Terms, the City must cause notice of any intended redemption not less than 20 nor more than 60 days prior to the date fixed for redemption by first-class mail, postage prepaid, to the Registered Owner of each Bond to be redeemed at the address appearing on the Bond Register on the Record Date. The requirements of the preceding sentence shall be deemed to have been fulfilled when notice has been mailed as so provided, whether or not it is actually received by the Owner of any Bond, and may be waived by the Registered Owner of the Bond to be redeemed. In addition, the redemption notice shall be mailed or sent electronically within the same period to the MSRB (if required under the Continuing Disclosure Agreement), to each Rating Agency, and to such other persons and with such additional information as the Finance Director shall determine, but these additional mailings shall not be a condition precedent to the redemption of any Bond.

(e) **Rescission of Optional Redemption Notice.** In the case of an optional redemption, the notice of redemption may state that the City retains the right to rescind the redemption notice and the redemption by giving a notice of rescission to the affected Registered Owners at any time prior to the scheduled optional redemption date. Any notice of optional redemption that is so rescinded shall be of no effect, and each Bond for which a notice of optional redemption has been rescinded shall remain outstanding.

(f) **Effect of Redemption.** Interest on each Bond called for redemption shall cease to accrue on the date fixed for redemption, unless either the notice of optional redemption is rescinded as set forth above, or money sufficient to effect such redemption is not on deposit in the Bond Fund or in a trust account established to refund or defease the Bond.

(g) **Purchase of Bonds.** The City reserves the right to purchase any Bond offered to the City at any time at any price acceptable to the City plus accrued interest to the date of purchase.

Section 9. Refunding or Defeasance of the Bonds. The City may issue refunding bonds pursuant to State law or use money available from any other lawful source to carry out a refunding or defeasance plan, which may include (a) paying when due the principal of and interest on the Bond (the “Defeased Bond”); (b) redeeming the Defeased Bond prior to its maturity; and (c) paying the costs of the refunding or defeasance. If the City sets aside in a special trust fund or escrow account irrevocably pledged to that redemption or defeasance (the “trust account”), money and/or Government Obligations maturing at a time or times and bearing interest in amounts sufficient to redeem, refund or defease the Defeased Bond in accordance with their terms, then all right and interest of the Registered Owner of the Defeased Bond in the covenants of this ordinance and in the funds and account obligated to the payment of the Defeased Bond shall cease and become void. Thereafter, the Registered Owner of the Defeased Bond shall have the right to receive payment of the principal of and interest on the Defeased Bond solely from the trust account and the Defeased Bond shall be deemed no longer outstanding. In that event, the City may apply money remaining in any fund or account (other than the trust account) established for the payment or redemption of the Defeased Bond to any lawful purpose. Notice of a refunding or defeasance shall be given as set forth in the Bond Sale Terms for a prepayment or redemption prior to maturity.

Section 10. Failure to Pay Bonds. If the principal of a Bond is not paid when the Bond is properly presented at its maturity or date fixed for redemption, the City shall be obligated to pay interest on that Bond at the same rate provided in the Bond from and after its maturity or date fixed for redemption until that Bond, both principal and interest, is paid in full or until sufficient money for its payment in full is on deposit in the Bond Fund, or in a trust account established to refund or defease the Bond, and the Bond has been called for payment by giving notice of that call to the Registered Owner.

Section 11. Application of Bond Proceeds.

(a) On the Issue Date, proceeds of the Bonds shall be deposited as set forth in the Bond Sale Terms and as further detailed in a closing memorandum. Such deposits shall include:

(1) If necessary, proceeds in an amount sufficient to satisfy the Reserve Requirement shall be deposited into the Reserve Account.

(2) The remaining proceeds shall be deposited in such accounts as may be created in the Sewer Funds and the Water Funds, as applicable, for the accomplishment of the Plan of Additions, and shall be used to pay or reimburse the costs of carrying out the Plan of Additions (including the Projects) and to pay the costs of issuance and sale of the Bonds.

(b) Until needed to pay such costs, the City may invest proceeds deposited in the Sewer Funds and the Water Funds temporarily in any Permitted Investment, and the investment earnings shall be retained therein and used for the purposes set forth in subparagraph (2) above, except that earnings subject to a federal tax or rebate requirement (if applicable) may be withdrawn and used for those tax or rebate purposes.

Section 12. Pledge of Revenue and Lien Position. The Bonds shall be special limited obligations of the City payable from and secured solely by the Net Revenue and all ULID Assessments (if any) and money in the Bond Fund (including any accounts or subaccounts created therein). If the Designated Representative determines that it is necessary or advisable in order to obtain favorable financing terms, the Bonds may be designated in the Bond Sale Terms as Covered Parity Bonds, and if so designated, shall additionally be secured by amounts in the Reserve Account. The Net Revenue and ULID Assessments (if any) are pledged to make the payments into the Bond Fund required by this ordinance. This pledge constitutes a charge and lien upon such Net Revenue and ULID Assessments (if any) that is prior and superior to all other liens and charges whatsoever. The Bonds shall not constitute general obligations of the City, the State or any political subdivision of the State or a charge upon any general fund or upon any money or other property of the City, the State or any political subdivision of the State not specifically pledged by this ordinance. The Bonds shall not constitute an indebtedness of the City within the meaning of the constitutional provisions and debt limitations of the State of Washington.

Section 13. Bond Fund; Payments into Bond Fund.

(a) **Bond Fund.** The Bond Fund has previously been created in the office of the Finance Director and is divided into two accounts: a Principal and Interest Account and a Reserve Account. So long as any Parity Bonds are outstanding against the Bond Fund, the City shall set aside and pay into the Bond Fund all ULID Assessments on their collection and, out of the Net Revenue, certain fixed amounts without regard to any fixed proportion, namely:

(1) Into the Principal and Interest Account on or before each interest and payment date, an amount sufficient, together with other money on deposit therein, to make the next ensuing payment of interest, or of principal (including mandatory redemption installments of Term Bonds) and interest, with respect to the outstanding Parity Bonds; and

(2) Into the Reserve Account, such additional amount (if any) necessary to satisfy the Reserve Requirement for the Covered Parity Bonds. This deposit may consist of (i) a deposit on the Issue Date, (ii) approximately equal annual installments beginning on the Issue Date, which (together with other money and Alternate Securities on deposit therein) will equal the Reserve Requirement for the Covered Parity Bonds (calculated as of the Issue Date), accumulated by no later than five years from the Issue Date; or (iii) one or more Alternate Securities the amount payable under which,

together with any amounts deposited under subparagraph (i) above, will be equal to the Reserve Requirement for the outstanding Parity Bonds on the Issue Date.

When the total amount in the Bond Fund is equal to the total amount of outstanding principal of and interest on all remaining outstanding Parity Bonds to the last maturity thereof, no further payment need be made into the Bond Fund. The City may provide for the purchase, redemption or defeasance of Parity Bonds by the use of money on deposit in any account in the Bond Fund as long as the money remaining in those accounts is sufficient to satisfy the required deposits in those accounts for the remaining Parity Bonds outstanding. The City may create sinking fund accounts or other accounts or subaccounts in the Bond Fund to pay or secure the payment of Parity Bonds as long as the maintenance of such accounts does not conflict with the rights of the owners of any Parity Bonds. If the City fails to set aside and pay into the Bond Fund the amounts set forth above, the owner of any of the outstanding Parity Bonds may bring action against the City and compel such setting aside and payment.

(b) **Reserve Account.** The Reserve Account shall be maintained at the Reserve Requirement for all Covered Parity Bonds except for withdrawals authorized in this section. The Reserve Account may be divided into subaccounts for each issue of Parity Bonds but shall equally and ratably secure all Covered Parity Bonds, as set forth below. The amounts required to be deposited into the Reserve Account (or any subaccount therein) may be decreased for any issue of Parity Bonds when and to the extent the City has provided for an Alternate Security or Reserve Insurance.

The Reserve Account operates as a common (pooled) reserve for the Covered Parity Bonds. If there is a deficiency in the Principal and Interest Account to meet maturing installments of principal or payments of interest then due and payable with respect to any Covered Parity Bonds, that deficiency shall be made up from the Reserve Account by the withdrawal of cash therefrom for that purpose. If the City has divided the Reserve Account into subaccounts (and except as required under an Alternate Security), such deficiency shall be made up by withdrawals made ratably from each subaccount, based on the proportion of the total Reserve Requirement held in each subaccount without regard to a particular series of Parity Bonds with respect to which such subaccount may have been originally funded.

Any deficiency created in the Reserve Account (or its subaccounts) by reason of any such withdrawal shall then be made up from ULID Assessment payments and the Net Revenue first available after making necessary provisions for the required payments into the Principal and Interest Account.

Except for the withdrawals authorized in this section, the money in the Reserve Account otherwise shall be held intact and may be applied against the last outstanding Covered Parity Bonds, except that if the Reserve Account is fully funded, any money in excess of the Reserve Requirement may be withdrawn and deposited, at the option of the Finance Director after consultation with Bond Counsel, either (i) into the Principal and Interest Account, and spent for the purpose of retiring Parity Bonds; or (ii) in the Waterworks Utility System Funds, and spent for any other lawful Waterworks Utility System purpose.

(c) **Permitted Investments.** All money in the Bond Fund may be kept in cash or invested in Permitted Investments maturing not later than the date when the funds are required for the payment of principal of or interest on the outstanding Parity Bonds (for investments in the Principal and Interest Account) or having a guaranteed redemption price prior to maturity and, in no event, maturing later

than the last maturity of any remaining outstanding Parity Bonds (for investments in the Reserve Account). Earnings from investments in the Principal and Interest Account shall be deposited in that account. Income from investments in the Reserve Account shall be deposited in that account.

Section 14. Flow of Funds. For so long as the Parity Bonds are outstanding, the Gross Revenue of the Waterworks Utility System shall be deposited in the Waterworks Utility System Funds used for the following purposes only and in the following order of priority:

- (a) To pay the Maintenance and Operation Expense;
- (b) Together with ULID Assessments, to pay the principal of and interest on the Parity Bonds when due, including making all payments required to be made under Section 14 (including all payments required to be made into any mandatory redemption or sinking fund account created to provide for the payment of the principal of Term Bonds);
- (c) Together with ULID Assessments, to make all payments required to be made into the Reserve Account, including making any payments required to be made pursuant to a reimbursement agreement in connection with an Alternate Security or Reserve Insurance, except that if there is not sufficient money to make all payments under reimbursement agreements, the payments will be made on a *pro rata* basis;
- (d) To make all payments required to be made into any revenue bond, note, warrant or other revenue obligation redemption fund, debt service account or reserve account created to pay or secure the payment of the principal of and interest on any revenue bonds, notes, warrants or other obligations of the City having a lien upon the Net Revenue of the Waterworks Utility System subordinate to the lien thereon for the payment of the principal of and interest on the Parity Bonds; and
- (e) To any of the following purposes without priority: to make necessary additions, betterments and improvements and repairs to or extensions and replacements of the Waterworks Utility System, to retire by redemption or purchase in the open market any outstanding revenue obligations or other obligations of the Waterworks Utility System, or for any other lawful City purpose.

The City may transfer any money from any funds or accounts of the Waterworks Utility System legally available therefor, except bond redemption funds, refunding escrow funds or defeasance or other trust funds, to meet the required payments to be made into the Bond Fund.

Section 15. Covenants. The City covenants and agrees with the owner of each Bond at any time outstanding, as follows:

- (a) ***ULID Assessments.*** All ULID Assessments shall be paid into the Bond Fund to pay the principal of and interest on the Parity Bonds, and may be used to fund the Reserve Requirement, without those ULID Assessments being particularly allocated to the payment of the principal of and interest on any particular series of bonds.
- (b) ***Maintenance and Operation.*** The City will at all times maintain, preserve and keep the properties of the Waterworks Utility System in good repair, working order and condition, will make all necessary and proper additions, betterments, renewals and repairs thereto, and improvements, replacements and extensions thereof, and will at all times operate or cause to be operated the properties

of the Waterworks Utility System and the business in connection therewith in an efficient manner and at a reasonable cost.

(c) ***Establishment and Collection of Rates and Charges.*** The City will establish, maintain and collect rates and charges for all services and facilities provided by the Waterworks Utility System which will be fair and nondiscriminatory, and will adjust those rates and charges from time to time so that:

(1) The Gross Revenue of the Waterworks Utility System will at all times be sufficient to (i) pay all Maintenance and Operation Expense on a current basis, (ii) pay when due all amounts that the City is obligated to pay into the Bond Fund and the accounts therein, and (iii) pay all taxes, assessments or other governmental charges lawfully imposed on the Waterworks Utility System or the revenue therefrom (or payments in lieu thereof), and any and all other amounts which the City may now or hereafter become obligated to pay from the Gross Revenue of the Waterworks Utility System by law or contract; and

(2) The Net Revenue (together with any ULID Assessment collections) in each calendar year will be at least equal to the Coverage Requirement.

(d) ***Sale or Disposition of the Waterworks Utility System.*** The City will not sell or otherwise dispose of the Waterworks Utility System in its entirety unless, simultaneously with such sale or other disposition, all Parity Bonds are redeemed and retired, or defeased pursuant to the provisions of this ordinance. It will not sell, lease, mortgage or in any manner encumber or otherwise dispose of any part of the Waterworks Utility System, including all additions and improvements thereto and extensions thereof at any time made, that are used, useful or material in the operation of the Waterworks Utility System, unless provision is made for the replacement thereof or for payment into the Bond Fund of the greatest of the following:

(1) An amount which will be in the same proportion to the net amount of any Parity Bonds then outstanding (defined as the total amount of those bonds less the amount of cash and investments in the Bond Fund and accounts therein) that the Gross Revenue of the Waterworks Utility System from the portion of the Waterworks Utility System sold or disposed of for the preceding year bears to the total Gross Revenue of the Waterworks Utility System for that period; or

(2) An amount which will be in the same proportion to the net amount of any Parity Bonds then outstanding (as defined above) that the Net Revenue from the portion of the Waterworks Utility System sold or disposed of for the preceding year bears to the total Net Revenue for such period; or

(3) An amount which will be in the same proportion to the net amount of any Parity Bonds then outstanding (as defined above) that the depreciated cost value of the facilities sold or disposed of bears to the depreciated cost value of the entire Waterworks Utility System immediately prior to such sale or disposition.

The City in its discretion may sell or otherwise dispose of any of the works, plant, properties or facilities of the Waterworks Utility System or any real or personal property comprising a part of the same which shall have become unserviceable, inadequate, obsolete or unfit to be used in the operation

of the Waterworks Utility System, or no longer necessary, material to or useful to the operation of the Waterworks Utility System, without making any deposit into the Bond Fund. Furthermore, the City may transfer the Waterworks Utility System to another municipal corporation so long as ULID Assessments and Net Revenue of the portion of the Waterworks Utility System so transferred are used for payment of debt service on the Parity Bonds prior to any other purpose.

(e) ***Liens Upon the Waterworks Utility System Revenues.*** The City will not at any time create or permit to accrue or to exist any lien or other encumbrance or indebtedness upon the Gross Revenue or the Net Revenue, or any part thereof, prior or superior to the lien thereon for the payment of the Parity Bonds, and will pay and discharge, or cause to be paid and discharged, any and all lawful claims for labor, materials or supplies which, if unpaid, might become a lien or charge upon the Gross Revenue or the Net Revenue, or any part thereof, prior to or superior to the lien of the Parity Bonds, or which would impair the security of the Parity Bonds.

(f) ***Books and Accounts.*** It will keep proper books, records and accounts with respect to the operations, income and expenditures of the Waterworks Utility System in accordance with proper accounting procedures and any applicable rules and regulations prescribed by the State of Washington. It will prepare annual financial and operating statements within 180 days of the close of each fiscal year (which may or may not be audited within that timeframe) showing in reasonable detail the financial condition of the Waterworks Utility System as of the close of the previous year, and the income and expenses for such year, including the amounts paid into the Bond Fund and into any and all special funds or accounts created pursuant to the provisions of this ordinance, the status of all funds and accounts as of the end of such year, and the amounts expended for maintenance, renewals, replacements and capital additions to the Waterworks Utility System. Such statements shall be sent to the owner of any Parity Bonds upon written request therefor being made to the City.

(g) ***No Free Service.*** Except to aid the poor or infirm, to provide for resource conservation or to provide for the proper handling of hazardous materials, it will not furnish or supply or permit the furnishing or supplying of any service or facility in connection with the operation of the Waterworks Utility System free of charge to any person, firm or corporation, public or private, other than the City, so long as any Parity Bonds are outstanding.

(h) ***Collection of Delinquent Accounts.*** On at least an annual basis, it will determine all accounts that are delinquent and will take all necessary action to enforce payment of such accounts against those property owners whose accounts are delinquent.

(i) ***Insurance.*** The City will at all times carry fire and such other forms of insurance (which may be satisfied by participation in a state-authorized municipal self-insurance pool) on such of the buildings, equipment, facilities and properties of the Waterworks Utility System as are ordinarily carried on such buildings, equipment, facilities, and properties by utilities engaged in the operation of similar municipal utility systems to the full insurable value thereof, and also will carry adequate public liability insurance (and war risk insurance if available at reasonable rates) at all times. The premiums or other payments due with respect to such insurance policies (or municipal self-insurance pool) are declared to be a normal part of Maintenance and Operation Expense.

Section 16. Federal Tax Matters. The Bonds and Bond Purchase Agreement shall include a designation of the Bonds as Tax-Exempt Bonds or Taxable Bonds and may include such additional terms and covenants relating to federal tax matters as the Designated Representative deems necessary or appropriate, consistent with the following:

(1) ***Tax-Exempt Bonds.*** If the Bonds are issued as Tax-Exempt Bonds, the City covenants that it will take all actions that are reasonably within its power and necessary to prevent interest on that Series from being included in gross income for federal income tax purposes. The City further covenants that it will neither take any action nor make or permit any use of gross proceeds of that Series (or other funds of the City treated as gross proceeds of that Series) at any time during the term of such Series that will cause interest on such Series to be included in gross income for federal income tax purposes. The City also covenants that, to the extent the arbitrage rebate requirement of Section 148 of the Code is applicable to any Series issued as Tax-Exempt Bonds, it will take all actions necessary to comply (or to be treated as having complied) with that requirement in connection with that Series (including the calculation and payment of any penalties that the City may elect to pay as an alternative to calculating rebatable arbitrage and the payment of any other penalties if required under Section 148 of the Code) to prevent interest on such Series from being included in gross income for federal income tax purposes.

(b) ***Taxable Bonds; Tax Credit Subsidy Bonds.*** If the Bonds are issued as Taxable Bonds or as Tax Credit Subsidy Bonds, the Designated Representative is authorized to make provision in the Bonds and related documents, to execute additional written agreements, and to make additional covenants on behalf of the City, all as he or she may deem necessary or appropriate in order to obtain, maintain, and administer such tax status. In the case of Tax Credit Subsidy Bonds, such additional covenants and agreement may include (without limiting the generality of the foregoing) those necessary in order for the City: (i) to receive from the United States Treasury the applicable Tax Credit Subsidy Payments in respect of such Tax Credit Subsidy Bonds; and (ii) to ensure that such Series otherwise become and remain eligible for tax benefits under the Code.

(2) ***Post-Issuance Compliance.*** The Finance Director is authorized and directed to review and update the City's written procedures to facilitate compliance by the City with the covenants in this ordinance and the applicable requirements of the Code that must be satisfied after the Issue Date to prevent interest on the Bonds from being included in gross income for federal tax purposes.

(b) ***Designation of Tax-Exempt Bond as a "Qualified Tax-Exempt Obligation."*** If the following conditions are met, as determined by the Finance Director as of the Issue Date, the City the Bonds issued as Tax-Exempt Bonds shall be designated as "qualified tax-exempt obligations" for the purposes of Section 265(b)(3) of the Code, if (1) the Tax-Exempt Bonds do not constitute "private activity bonds" within the meaning of Section 141 of the Code; and (2) the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds and other obligations not required to be included in such calculation) that the City and any entity subordinate to the city (including any entity that the City controls, that derives its authority to issue tax-exempt obligations from the City, or that issues tax-exempt obligations on behalf of the City) will issue during the calendar year in which the Tax-Exempt Bonds are issued will not exceed \$10,000,000.

Section 17. Official Statement; Continuing Disclosure. To the extent that the Bonds are sold to the public in a sale subject to Rule 15c2-12 and related rules and regulations promulgated by the SEC under the Securities Exchange Act of 1934, as amended ("Rule 15c2-12"), the Designated Representative is authorized as follows:

(1) ***Preliminary Official Statement.*** The Designated Representative and other appropriate City officials are directed to cause the preparation of and review the form of a preliminary Official Statement in connection with any sale of the Bonds to the public. For the sole purpose of an underwriter's compliance with paragraph (b)(1) of Rule 15c2-12, if applicable, the Designated Representative is authorized to deem that preliminary Official Statement final as of its date, except for

the omission of information permitted to be omitted by Rule 15c2-12. The City approves the distribution to potential purchasers of the Bonds of a preliminary Official Statement that has been deemed final in accordance with this subsection.

(2) ***Final Official Statement.*** The City approves the preparation of a final Official Statement for the Bonds to be sold to the public in the form of the preliminary Official Statement that has been deemed final in accordance with subsection (a), with such modifications and amendments as the Designated Representative deems necessary or desirable, and further authorizes the Designated Representative to execute and deliver such final Official Statement to the Purchaser, if required under Rule 15c2-12. The City authorizes and approves the distribution by the Purchaser of the final Official Statement so executed and delivered to purchasers and potential purchasers of the Bonds.

(3) ***Agreement to Provide Continuing Disclosure.*** If necessary to meet the requirements of paragraph (b)(5) of Rule 15c2-12, as applicable to a Purchaser acting as a participating underwriter for the Bonds, the Designated Representative is authorized to execute a written undertaking to provide continuing disclosure for the benefit of holders of the Bonds (the “Continuing Disclosure Agreement”).

Section 18. Future Parity Bonds. The City reserves the right to issue Future Parity Bonds if the Parity Conditions are met and complied with at the time of issuance of those Future Parity Bonds. Nothing contained herein shall prevent the City from issuing Future Parity Bonds to refund maturing Parity Bonds then outstanding, money for the payment of which is not otherwise available. Nothing contained herein shall prevent the City from issuing revenue bonds or other obligations that are a charge upon the Net Revenue subordinate to the Parity Bonds, or from pledging the payment of utility local improvement district assessments into a bond redemption fund created for the payment of the principal of and interest on those subordinate lien bonds or obligations, as long as such utility local improvement district assessments are levied for improvements constructed from the proceeds of those subordinate lien bonds.

Section 19. Separate Utility Systems. The City may create, acquire, construct, finance, own and operate one or more additional systems for water supply or sewerage, transmission or other commodity or service relating to the Waterworks Utility System. The revenue of that separate utility system shall not be included in the Gross Revenue and may be pledged to the payment of revenue obligations issued to purchase, construct, condemn or otherwise acquire or expand that separate utility system. Neither the Gross Revenue nor the Net Revenue shall be pledged by the City to the payment of any obligations of a separate utility system except that the Net Revenue may be pledged on a basis subordinate to that provided for the payment of the principal of and interest on the Parity Bonds, all payments to be made under a reimbursement agreement with respect to an Alternate Security, and all payments required to be made into the Reserve Account under any Parity Bond Ordinance.

Section 20. Rate Stabilization Fund. The City Finance Director is authorized to establish a Waterworks Utility System Rate Stabilization Fund within the Waterworks Utility System Fund, into which funds may be deposited from time to time as described in this section at the option of the City. The Finance Director is authorized to establish within that fund such accounts or subaccounts as may be necessary or desirable. Upon the recommendation of the Finance Director, as approved by the City Council (which approval may be reflected in an adopted budget or may be approved by other action) and as consistent with this ordinance, the City may deposit into the Rate Stabilization Fund amounts derived from Gross Revenue or any other money received by the Waterworks Utility System and available for this purpose. With approval by the City Council, the Finance Director may at any time make withdrawals from the Rate Stabilization Fund and, for purposes of calculating the Net Revenue in any year, may include such withdrawals in the Net Revenue for the current fiscal year. Deposits or

withdrawals may be made up to and including the date that is 90 days after the end of the fiscal year for which the deposit is to be excluded from Gross Revenue, or for which the withdrawal is to be included as Net Revenue. Money withdrawn from the Rate Stabilization Fund may be used for any proper Waterworks Utility System purpose. Interest earnings on the Fund shall be allocated to the fund or account designated by the Finance Director from time to time. No deposit of Gross Revenue may be made into the Rate Stabilization Fund to the extent that such deposit would result in Net Revenue less than the amount required to meet the Coverage Requirement in the relevant fiscal year.

Section 21. Sale and Delivery of the Bonds.

(a) ***Manner of Sale of Bonds; Delivery of Bonds.*** The Designated Representative is authorized to sell each the Bonds by negotiated sale, direct placement or competitive sale, based on the assessment of the Designated Representative of market conditions, in consultation with appropriate City officials, staff, municipal advisor, Bond Counsel and other advisors. In determining the method of sale and accepting the Bond Sale Terms, the Designated Representative shall take into account those factors that, in the judgment of the Designated Representative, may be expected to result in the lowest true interest cost to the City.

(b) ***Procedure for Negotiated Sale or Direct Placement.*** If the Designated Representative determines that the Bonds are to be sold by negotiated sale or direct placement, the Designated Representative shall select one or more Purchasers with which to negotiate such sale. The Bond Purchase Agreement shall set forth the Bond Sale Terms. The Designated Representative is authorized to execute and deliver the Bond Purchase Agreement on behalf of the City, so long as the terms provided therein are consistent with the terms of this ordinance.

(c) ***Procedure for Competitive Sale.*** If the Designated Representative determines that a Series of Bonds are to be sold by competitive sale, the Designated Representative shall cause the preparation of an official notice of bond sale setting forth bid parameters that the Designated Representative deems appropriate consistent with this ordinance. Bids for the purchase of the Bonds shall be received at such time or place and by such means as the Designated Representative directs. On the date and time established for the receipt of bids, the Designated Representative (or the designee of the Designated Representative) shall accept bids and shall cause the bids to be mathematically verified. The Designated Representative is authorized to award, on behalf of the City, the winning bid and to accept the winning bidder's offer to purchase the Bonds with such adjustments to the aggregate principal amount and principal amount per maturity as the Designated Representative deems appropriate consistent with the terms of this ordinance. The Designated Representative may reject any or all bids submitted and may waive any formality or irregularity in any bid or in the bidding process if the Designated Representative deems it to be in the City's best interest to do so. If all bids are rejected, the Bonds may be sold pursuant to negotiated sale or in any manner provided by law as the Designated Representative determines is in the best interest of the City, within the parameters set forth in this ordinance.

(d) ***Preparation, Execution and Delivery of the Bonds.*** The Bonds will be prepared at City expense and will be delivered to the Purchaser in accordance with the Bond Purchase Agreement, together with the approving legal opinion of Bond Counsel regarding the Bonds.

Section 22. Amendatory Ordinances. This ordinance shall not be modified or amended in any respect subsequent to the initial issuance of the Bond, except as provided in and in accordance with and subject to the provisions of this section.

(a) ***Amendments Permitted Without Consent.*** The City, from time to time, and at any time, without the consent of or notice to the registered owners of the Parity Bonds, may pass amendatory ordinances as follows:

(1) To cure any formal defect, omission, inconsistency or ambiguity in this ordinance in a manner not adverse to the owner of any Parity Bond;

(2) To impose upon the Bond Registrar (with its consent) for the benefit of the registered owners of the Parity Bonds any additional rights, remedies, powers, authority, security, liabilities or duties which may lawfully be granted, conferred or imposed and which are not contrary to or inconsistent with this ordinance as theretofore in effect;

(3) To add to the covenants and agreements of, and limitations and restrictions upon, the City in this ordinance, other covenants, agreements, limitations and restrictions to be observed by the City which are not contrary or inconsistent with this ordinance as thereto fore in effect;

(4) To confirm, as further assurance, any pledge under, and the subjection to any claim, lien or pledge created or to be created by this ordinance of any other money, securities or funds;

(5) To authorize different denominations of Parity Bonds and to make correlative amendments and modifications to this ordinance regarding exchangeability of Parity Bonds of different authorized denominations, redemptions of portions of Parity Bonds of particular authorized denominations and similar amendments and modifications of a technical nature;

(6) To modify, alter, amend or supplement this ordinance in any other respect which is not materially adverse to the registered owners of Parity Bonds and which does not involve a change described in paragraph (c) of this section; and

(7) Because of change in federal law or rulings, to maintain the exclusion from gross income of the interest on Parity Bonds (excluding any Parity Bonds issued as Tax Credit Subsidy Bonds) from federal income taxation.

Before the City shall pass any such amendatory ordinance pursuant to this subsection (a), there shall have been delivered to the City and the Bond Registrar an opinion of Bond Counsel, stating that such amendatory ordinance is authorized or permitted by this ordinance and, upon the execution and delivery thereof, will be valid and binding upon the City in accordance with its terms and will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Parity Bonds (except any Parity Bonds issued as Tax Credit Subsidy Bonds).

(b) ***Amendments Requiring Consent.*** Except for any amendatory ordinance entered into pursuant to paragraph (a) of this section, subject to the terms and provisions contained in this paragraph (b) and not otherwise, registered owners of not less than 60% in aggregate principal amount of Parity Bonds shall have the right from time to time to consent to and approve the passage by the City of any amendatory ordinance deemed necessary or desirable by the City for the purpose of modifying,

altering, amending, supplementing or rescinding, in any particular, any of the terms or provisions contained in this ordinance.

(1) However, unless approved in writing by the registered owners of all Parity Bonds, nothing contained in this section shall permit, or be construed as permitting:

(i) A change in the times, amounts or currency of payment of the principal of or interest on any outstanding Parity Bond or a reduction in the principal amount or redemption price of any outstanding Parity Bond or a change in the redemption price of any outstanding Parity Bond or a change in the method of determining the rate of interest thereon, or

(ii) A preference of priority of any Parity Bonds or any other bond or bonds, or

(iii) A reduction in the aggregate principal amount of any Parity Bond.

(2) If at any time the City shall pass any amendatory ordinance for any of the purposes of this subsection (b), the Bond Registrar shall cause notice of the proposed amendatory ordinance to be given by first class United States mail to all registered owners of Parity Bonds, and to each Rating Agency. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the office of the Bond Registrar for inspection by all registered owners of Parity Bonds.

(3) Within two years after the date of the mailing of such notice, the City may pass such amendatory ordinance in substantially the form described in such notice, but only if there shall have first been delivered to the Bond Registrar (i) the required consents, in writing, of the registered owners of Parity Bonds, and (ii) an opinion of Bond Counsel stating that such amendatory ordinance is authorized or permitted by this ordinance and, upon the execution and delivery thereof, will be valid and binding upon the City in accordance with its terms and will not adversely affect the exclusion from gross income for federal income tax purposes of interest on Parity Bonds.

(4) If registered owners of not less than the percentage of Parity Bonds required by this paragraph (b) shall have consented to and approved the execution and delivery thereof as herein provided, no owner of the Parity Bonds shall have any right to object to the passage of such amendatory ordinance, or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety of the passage thereof, or to enjoin or restrain the City or the Bond Registrar from passing the same or from taking any action pursuant to the provisions thereof.

(c) ***Effect of Amendment.*** Upon the execution and delivery of any amendatory ordinance pursuant to the provisions of this section, this ordinance shall be, and be deemed to be, modified and amended in accordance therewith, and the respective rights, duties and obligations under this ordinance of the City, the Bond Registrar and all registered owners of Parity Bonds, shall thereafter be

determined, exercised and enforced under this ordinance subject in all respects to such modifications and amendments.

Section 23. General Authorization and Ratification. The Designated Representative and other appropriate officers of the City are severally authorized to take such actions and to execute such documents as in their judgment may be necessary or desirable to carry out the transactions contemplated in connection with this ordinance, and to do everything necessary for the prompt delivery of each Series of Bonds to the Purchaser and for the proper application, use and investment of the proceeds of the Bonds. All actions taken prior to the effective date of this ordinance in furtherance of the purposes described in this ordinance and not inconsistent with the terms of this ordinance are ratified and confirmed in all respects.

Section 24. Severability. If any provision in this ordinance is declared by any court of competent jurisdiction to be contrary to law, then such provision shall be null and void and shall be deemed separable from the remaining provisions of this ordinance and shall in no way affect the validity of the other provisions of this ordinance or of the Bond.

Section 25. 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 or clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 26. Effective Date. This ordinance shall take effect and be in force five (5) days after its passage, approval and publication.

PASSED by the City Council of the City of Ellensburg, Washington, at a regular open public meeting thereof this 16th day of February, 2021 and signed in authentication of its passage this 16th day of February, 2021.

CITY OF ELLENSBURG, WASHINGTON

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Stradling Yocca Carlson & Rauth, a Professional Corporation,
Bond Counsel

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

EXHIBIT A

Parity Conditions

The City may issue Future Parity Bonds on parity with the outstanding Parity Bonds if the following conditions are met and complied with at the time of issuance of those bonds:

- (a) There may be no deficiency in the Bond Fund.
- (b) The ordinance providing for the issuance of those Future Parity Bonds must provide that all ULID Assessments and interest thereon that may be levied in any ULID created for the purpose of paying, in whole or in part, the principal of and interest on those Future Parity Bonds, shall be paid directly into the Bond Fund, except for any prepaid assessments permitted by law to be paid into a construction fund or account.
- (c) The ordinance providing for the issuance of those Future Parity Bonds must provide for the payment of the principal thereof and interest thereon out of the Bond Fund.
- (d) The ordinance providing for the issuance of those Future Parity Bonds must provide for the deposit into the Reserve Account (or subaccount therein) of amounts necessary to meet the Reserve Requirement (if any) applicable to those Future Parity Bonds, and must designate whether such Future Parity Bonds are to be deemed Covered Parity Bonds after the Parity Covenant Date.
- (e) The ordinance providing for the issuance of those Future Parity Bonds must provide for the payment of mandatory redemption or sinking fund requirements into the Bond Fund for any Term Bonds to be issued and for regular payments to be made for the payment of the principal of such Term Bonds on or before their maturity, or, as an alternative, the mandatory redemption of those Term Bonds prior and up to their maturity date from money in the Principal and Interest Account.
- (f) There must be on file with the City, either:
 - (1) a certificate of the City Finance Director demonstrating that the Coverage Requirement would have been satisfied during any twelve consecutive calendar months out of the immediately preceding 24 calendar months, assuming that (i) those Future Parity Bonds had been outstanding (using Average Annual Debt Service, adjusted for any Tax Credit Subsidy Payments, as the debt service on those Future Parity Bonds), and (ii) any Parity Bonds to be refunded by those Future Parity Bonds were not outstanding; or
 - (2) a certificate of a Utility Professional (which may take into account the adjustments described below), setting forth his or her underlying assumptions and stating that, in his or her opinion, assuming that those Future Parity Bonds are outstanding and any Parity Bonds to be refunded by those Future Parity Bonds are not outstanding, the Coverage Requirement (including permitted adjustments to Annual Debt Service in respect of Tax Credit Subsidy Bonds) will be satisfied (i) in each of the calendar years for the five calendar years next following the earlier of: (A) the year in which those Future Parity Bonds are issued (or, if interest is capitalized, the end of the period during which the interest on those Future Parity Bonds is fully capitalized), (B) the date on which substantially all new facilities or improvements financed in substantial part by those Future Parity Bonds are expected to commence operations; and (ii) in the calendar year in which those Future Parity Bonds are issued and any subsequent year prior to but not included in the years for which certification is provided.

(3) A certificate of a Utility Professional may take into account the following adjustments to historical Net Revenue for the relevant 12-month period:

(i) Any rate change that has taken place or been adopted by ordinance or contract may be reflected, or expected to be charged in accordance with a program of specific levels of increase (or decrease) in overall revenue.

(ii) Revenue from customers added or projected to be added after the relevant 12-month period, may be adjusted to reflect one year's Net Revenue allocable to those new customers.

(iii) A full year's revenue may be included on a pro forma basis from any customer being served but who has not been receiving service for the full period of operation used as a basis for the certificate.

(iv) Actual or reasonably anticipated changes in the Maintenance and Operation Expense subsequent to the relevant 12-month period shall be added or deducted, as is applicable.

(v) Net Revenue allocable to any person, firm, corporation or municipal corporation under any executed contract for utility service, which revenue was not included in the historical Net Revenue, may be included in Net Revenue.

(vi) Transfers into or out of the Rate Stabilization Fund pursuant to outstanding Parity Bond Ordinances may be taken into account, and those amounts may be added to or deducted from Net Revenues, as applicable.

(4) If Future Parity Bonds are being issued for the sole purpose of refunding Parity Bonds (including costs of issuance and providing for the Reserve Requirement), no certification is required under this section (f) if, as result of the issuance of those Future Parity Bonds, (a) the Annual Debt Service on the Future Parity Bonds to be issued is not increased by more than \$5,000 over the Annual Debt Service for that year of the bonds being refunded, and (b) the various annual maturities of the refunding Future Parity Bonds will not extend more than one year longer than the Parity Bonds being refunded. Annual Debt Service shall be adjusted for each calendar year by subtracting any amount scheduled to be received in that calendar year by the City as a Tax Credit Subsidy Payment in respect of any Parity Bonds issued as Tax Credit Subsidy Bonds.

(5) Nothing contained in this section (f) shall prevent the City from issuing revenue bonds having a junior lien on the Net Revenue or from pledging the payment of assessments in any ULID into a bond redemption fund or account created to pay and secure the payment of the principal of and interest on such junior lien bonds as long as such assessments are levied to pay part or all of the cost of improvements being constructed out of the proceeds of the sale of such junior lien bonds.

EXHIBIT B

Bond Sale Terms

- (a) Principal Amount. The maximum aggregate principal amount of the Bonds authorized by this ordinance shall not exceed \$11 million. The Bonds or any series of the Bonds may be structured as a draw-down facility or may be exchanged for their full purchase price at closing.
- (b) Date or Dates. Each Bond shall be dated its date of initial delivery to the Purchaser, which shall be its Issue Date, regardless of any provision for making principal draws over time after the Issue Date. The Issue Date may not be later than one year after the effective date of this ordinance.
- (c) Denominations, Name, etc. The Bonds shall be issued in Authorized Denominations and shall be numbered separately in the manner and shall bear any name and additional designation as deemed necessary or appropriate by the Designated Representative. The Designated Representative may select alternative Authorized Denominations in connection with a direct placement of any Bond or series of Bonds.
- (e) Interest Rate(s). The Bonds shall bear interest at fixed rates per annum (computed on the basis of a 360-day year of twelve 30-day months or such other basis as may be acceptable to the Designated Representative) from the Issue Date or from the most recent date for which interest has been paid or duly provided for, whichever is later. One or more rates of interest may be fixed for a Bond, which may be reset prior to the scheduled maturity of the Bond. No rate of interest for any Bond may exceed 5.00%, and the true interest cost to the City for any Series of the Bonds may not exceed 4.00%.
- (f) Payment Dates. Interest shall be payable on dates acceptable to the Designated Representative, commencing no later than one year after the Issue Date. Principal payments shall commence on a date acceptable to the Designated Representative and shall be payable at maturity or in mandatory redemption installments on dates acceptable to the Designated Representative.
- (g) Final Maturity. The Bonds shall mature no later than 20 years after their Issue Date.
- (h) Redemption Rights. The Designated Representative may approve in the Bond Purchase Agreement provisions for the optional and mandatory redemption of the Bonds, subject to the following:
- (1) Optional Redemption. A Bond may be designated as being (A) subject to redemption at the option of the City prior to its maturity date on the dates and at the prices set forth in the Bond Purchase Agreement; or (B) not subject to redemption prior to its maturity date. If a Bond is subject to optional redemption prior to its maturity, it must be subject to such redemption on one or more dates occurring not more than 10½ years after the Issue Date.

(2) Mandatory Redemption. A Bond may be designated as a Term Bond, subject to mandatory redemption prior to its maturity on the dates and in the amounts set forth in the Bond Purchase Agreement or pricing certificate.

(i) Price.

The purchase price for the Bonds may not be less than 98% or more than 130% of the stated aggregate principal amount.

(i) Other Terms and Conditions.

(1) Expected Life of Capital Facilities. As of the Issue Date, the Designated Representative must find to his or her satisfaction that the average expected life of the capital facilities to be financed with the proceeds of the Bonds must exceed the weighted average maturity of such Bonds (or share thereof allocated to financing those capital facilities).

(2) Satisfaction of Parity Conditions. The Designated Representative must determine to his or her satisfaction that the Parity Conditions have been met or satisfied as of the Issue Date.

(3) Credit Enhancement. The Designated Representative may determine whether it is in the City's best interest to provide for bond insurance or other credit enhancement; and may accept such additional terms, conditions and covenants as he or she may determine are in the best interests of the City, consistent with this ordinance.

EXHIBIT C

Description of Projects

The Projects include capital improvements to the Sewer Funds and the Water Funds, including all related costs, described as follows:

Project Name	Short Description	Amount
<u>Sewer Projects</u>		
Bull Road Utility Extension (Sewer)	5800' sewer main extension on Berry Rd. and Bull Rd.	\$1,953,000
Anderson Road Sewer Extension	6300' sewer main extension on Umptanum Rd. and Anderson Rd. Remove ex. sewer lift station.	\$1,900,000
Rebuild Clarifiers at WWTF	Rehabilitate the Clarifier mechanism including replacement of the feedwell with a large diameter unit at the Waste Water Treatment Facility (WWTF).	\$325,000
Digester/GBT Electrical Upgrades	Design and construction of electrical upgrades in the digester building at the Waste Water Treatment Facility (WWTF).	\$500,000
Sewer Projects Total Allocation		\$4,678,000
<u>Water Projects</u>		
Bull Road Utility Extension (Water)	5800' water main extension/loop on Berry Rd. and Bull Road	\$1,978,000
Illinois Well Outfitting	Construct the Illinois Well house and motor control center and connect the well to the City water system.	\$3,200,000
Craig's Hill Pressure Zone	Create a new water pressure zone near the Craig's Hill Reservoir to provide additional water pressure to the area.	\$300,000
Water Projects Total Allocation		\$5,478,000

CERTIFICATE

I, the undersigned, City Clerk of the City of Ellensburg, Washington (the "City") and keeper of the records of the City Council (the "Council"), DO HEREBY CERTIFY:

1. That the attached ordinance is a true and correct copy of Ordinance No. _____ of the Council (the "Ordinance"), duly passed at a regular meeting thereof held on the __ day of February, 2021.

2. That said meeting was duly convened and held in all respects in accordance with law, and to the extent required by law, due and proper notice of such meeting was given; that a legal quorum was present throughout the meeting and a legally sufficient number of members of the Council voted in the proper manner for the adoption of the Ordinance; that all other requirements and proceedings incident to the proper adoption of the Ordinance have been duly fulfilled, carried out and otherwise observed; and that I am authorized to execute this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand this __ day of February, 2021.

City Clerk



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: February 1, 2021

Item Title/Agenda Subject: 404 N Sampson St - Snedeker street tree removal request

Submitted by: Gordon Crane Public Works & Utilities

Recommended Action or Motion: Staff recommends denial of the tree removal request. Should the Council authorize removal, a Resolution will be prepared for inclusion in the next City Council's consent agenda.

Background/Summary:

Jeff Snedeker is requesting permission to remove a Honey Locust tree located behind the sidewalk at 404 N Sampson St.

Tree Condition:

The tree is in excellent condition. A few smaller branches have been mal-pruned, with some topping or tipping cuts.

City Infrastructure damage: none

Tree Maintenance activity by City: none known.

Species suitability to location: the tree is suitable to its location. Honey Locust are on the approved street tree list, and common in this area.

Mr. Snedeker states that the tree roots have “encroached into the crawlspace below the house, putting stress on the foundation.” There is no sign of large surface roots near the house foundation, so this statement is difficult to assess. There is no lifting of adjacent City or private sidewalks that are near the tree.

Most tree roots are within the top 12” to 18” of the surface, and will typically be greatly reduced underneath buildings where the soil moisture is low compared to the yard areas outside the house. Root pruning and/or a root barrier are options to reduce root intrusion under house footings.

Private damage claims processed by the City: None known.

Previous Council Action: None.

Analysis:

The tree is healthy and is not causing any infrastructure damage to City or private sidewalks.

The existing City code has three possible criteria for street tree removal:

1. That said tree or trees for which removal is requested have an adverse economic impact upon the private property; or
2. Said tree or trees present a practical difficulty, other than such adverse economic impact, creating substantial hardship for the affected property owner; or
3. That the tree is unhealthy.

Mr. Snedeker's concerns regarding the tree appear to be primarily maintenance related.

Other Tree City USA communities in Washington typically authorize street tree removals based on tree health or safety issues, and exclude maintenance or nuisance related rationale for street tree removal.

Based on this analysis, staff recommends denial of the applicant's request.

Financial Impact: None for the City. The costs would be borne by the applicant.

Attachments:

[404 N Sampson St - Snedeker request](#)

[404 N Sampson St - Snedeker tree removal graphics](#)

December 11, 2020

To: Mr. Gordon Crane, Ellensburg City Arborist
From: Jeffrey Snedeker, 404 North Sampson Street
Re: Application for Street Tree removal

Dear Mr. Crane,

This letter is written to ask for permission to have a locust tree removed from the front yard of the address above. This tree has been on our property since we moved into this house in 1992. In that time, it has grown considerably which has resulted in the following problems which we hope will be considered as a part of this request.

- The increasing root system has gradually encroached into the crawlspace below the house, putting stress on the foundation.
- The increasing root system and shade created now prevents us from growing a lawn. At the moment, we have two estimates to replace the lawn and install a sprinkler system—if the tree remains, we will likely not hire anyone to replace the lawn or install the sprinkler system. In a way, this does represent an economic impact to a local business.
- The branches to the east have grown over the house and, despite annual pruning, the growth of moss, etc. under the shingles have forced more than one roof replacement over the years. This continues at present.
- The gradual increase in the number of leaves and the size, etc. issues described in the previous bullet point, have created gutter problems for our house such that one set of gutters had to be replaced. We are trying to avoid having this happen again in the future.
- Similarly, the branches to the north have grown over our neighbor's yard (406 North Sampson). See the next bullet point.
- Since this tree has very small leaves that fall off in groups, attached to stems, when they fall off, they travel to several neighbor's yards, creating a hardship for them. Since they come from our tree, we feel responsible clean them off of their property. As the tree has grown, this cleanup has to occur more frequently. This is particularly difficult because the leaves are very small, and the stems are very hard/stiff. They get into everything.

We understand the potential environmental impact of this action, and have truly considered this decision for several years—we do not ask for this permission lightly, especially since the tree is apparently healthy. The impact it has, however, is significant to us. We also understand that a replacement tree must be provided or we must pay a fee to the street tree replacement fund, and we are comfortable with either of these choices.

The instructions provided by the city say that we must fill out a Street Tree Permit for the removal. I could not find this permit on the website. Can you please direct me to it? Thanks.

Thank you for your consideration.

Jeffrey Snedeker
404 North Sampson Street
Ellensburg, WA 98926

Attachment 1 – Jeff Snedeker Street Tree removal request



Tree in 2021



Tree in July 2012 (Google image)

National Tree Benefit Calculator

Beta

Overall Benefits
Storm Water
Property Value
Energy
Air Quality
CO2
About the Model



Breakdown of your tree's benefits
Click on one of the tabs above for more detail

This 15 inch Honeylocust provides overall benefits of: \$201 every year.

While some functional benefits of trees are well documented, others are difficult to quantify (e.g., human social and communal health). Trees' specific geography, climate, and interactions with humans and infrastructure is highly variable and makes precise calculations that much more difficult. Given these complexities, the results presented here should be considered initial approximations—a general accounting of the benefits produced by urban street-side plantings.

Benefits of trees do not account for the costs associated with trees' long-term care and maintenance.

If this tree is cared for and grows to 20 inches, it will provide \$221 in annual benefits.



Honeylocust
Gleditsia triacanthos

The following images and comments were submitted by Mr. Snedeker.

These photos were taken on January 22 and 24 showing the amount of moss buildup on the shingles. This roof was replaced in 2009, the second time the roof has had to be replaced since we moved in in 1992. The shade in the first 3 photos minimizes the extent of the moss, and the last one shows a little more thanks to frost providing some visual contrast.







CITY COUNCIL AGENDA REPORT

City Council Meeting Date: February 1, 2021

Item Title/Agenda Subject: Diversity, Equity and Inclusion Commission - Draft Ordinance

Submitted by: John Akers City Manager Department

Recommended Action or Motion: Consider the draft ordinance and provide staff direction.

Background/Summary: The Ellensburg City Council discussed the creation of an ad hoc committee to address Diversity, Equity and inclusion at their regularly scheduled June 15, 2020 City Council meeting. A proposal to consider three areas was initiated by Mayor Tabb.

- 1) Engaging the community
- 2) Making a lasting commitment to equity, diversity and inclusion; and,
- 3) Ensuring the City internalizes these principles.

Council appointed a Subcommittee on Inclusion, Diversity and Equity (IDE) comprised of Mayor Tabb, and Council members Lillquist and Goodloe. The subcommittee was charged with identifying opportunities to move the IDE initiative forward and to bringing recommendations for consideration to the Council.

The IDE Subcommittee chose a listening tour format to gain information and perspective from residents. The listening tour was conducted from July to mid-October and consisted of 17 sessions with groups of people ranging from 5-25 participants. Five questions were asked of each group in an effort to hear what it is like to live in Ellensburg as a minority group. Thoughts and experiences were shared by community members who identify as African American, Asian, Indigenous, Latinx, and White. People spoke of living in Ellensburg as members of the LGBTQ community, persons with disabilities, seniors, religious minorities and as persons of color. Each person brought their unique perspective to this effort. All want their voices to be a greater part of our community's

conversation.

Upon completion of the Listening Tour, the Subcommittee developed a final report from what was heard and made recommendations on how Ellensburg can become a stronger community in the future by being more inclusive, welcoming a more diverse population, and structuring more equitable systems so that residents can reach their potential.

Council reviewed the sub-committee report and directed staff to move forward with the necessary legislation to form a DEI Commission. Staff was directed to prepare draft documents and evaluate the resources necessary to staff the new commission.

Previous Council Action: At Council's December 7, 2020 regular meeting the DEI report was discussed and accepted by the Council. Staff was directed to prepare a draft ordinance to form a Diversity, Equity and Inclusivity Commission and provide options for moving the work of the commission forward to develop the Comprehensive Plan Chapter on DEI and staff the DEI Commission.

Analysis: A draft ordinance forming the DEI Commission has been prepared and modeled after other volunteer commissions of the City. Council is being requested to review the draft, receive public input and provide staff direction.

Financial Impact: Currently the Public Information office position is vacant and of the duties and responsibilities of this position is to provide staff support to the various city boards and commissions. In the event Council elects to move forward with formation of the DEI Commission it is anticipated the PIO position would be tasked with support of this commission. The PIO position is included in the adopted 2021-2022 budget and as a result action on the ordinance has no fiscal impact.

Attachments:
[DEI Commission Ordinance - DRAFT](#)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ELLENSBURG, WASHINGTON, RELATING TO THE CREATION OF A DIVERSITY, EQUITY AND INCLUSION COMMISSION, AND ADDING A NEW CHAPTER TO THE ELLENSBURG CITY CODE ENTITLED “1.88 DIVERSITY, EQUITY AND INCLUSION COMMISSION.”

WHEREAS, the citizens of Ellensburg established in the City of Ellensburg Comprehensive Plan, Ordinance No. 4785, as last amended by Ordinance No. 4869, that they “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.”

WHEREAS, Ellensburg is a community that cares for all citizens and wants all people to feel a sense of belonging in this community; and

WHEREAS, Ellensburg embraces a future that acknowledges diversity, whether from age, skin color, gender identity, sexual orientation, religion, or disability makes us stronger; and

WHEREAS, working together, we hope that all who live in Ellensburg today and in the future, will have the opportunity to contribute fully to the community; and

WHEREAS, on the recommendation of the City Council’s Inclusion, Diversity, and Equity subcommittee’s recommendation the City Council of the City of Ellensburg, Washington now desires to establish a Diversity, Equity and Inclusion Commission;

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

Section 1. A new chapter entitled “1.88 Diversity, Equity and Inclusion Commission” is hereby added to the Ellensburg City Code to read as follows:

Chapter 1.88

DIVERSITY EQUITY AND INCLUSION COMMISSION

Sections

- 1.88.010 Creation and Purpose.**
- 1.88.020 Appointment – Term – Composition**
- 1.88.030 Removal – Vacancy**
- 1.88.040 Organization – Meetings – Quorum**
- 1.88.050 Communication with City Council**
- 1.88.060 Duties and Responsibilities**

1.88.010 Creation and Purpose.

There is created a Diversity, Equity and Inclusion (DEI) Commission consisting of seven (7) members who shall be appointed by the mayor and confirmed by a majority vote of the council.

The purpose of the DEI Commission is to assist Ellensburg City Council in promoting diversity, equity and inclusion in the City of Ellensburg through action, education, and guidance. The Commission will seek to support Ellensburg in celebrating a diverse, equitable, and inclusive community that welcomes and is supportive to all residents and visitors because doing so enriches each individual's life and the community's wellbeing and vitality.

1.88.020 Appointment – Term – Composition

A. Members of the DEI Commission shall serve without compensation and be appointed by the mayor for a three-year term subject to confirmation by the city council. At least five members must reside within the city limits of the City of Ellensburg.

B. Upon the initial formation of the commission, two commissioners will be appointed to a three-year term, two commissioners will be appointed to a two-year term, and two commissioners will be appointed to a single-year term. As the terms of commissioners expire, each replacement member of the commission will be appointed to a full three-year term with the result being for the lifetime of the commission there will be two new members or reappointed members every year. Committee members shall not serve more than three consecutive terms.

C. A city councilmember shall be appointed to the commission as chairperson who is nonvoting except in the case of a tie.

D. The city council shall ensure a mix of commission members who represent communities diverse in age, skin color, gender identity, sexual orientation, religion or disability, and who represent business, nonprofit, or education sectors, and who have skills or experience in analytics, translation, marketing, technology, human resources, or law. The Ellensburg City Council will seek to attract members that are interested in diversity issues, can respect different viewpoints, are action-oriented, and have personal experience that will provide empathy and community understanding regarding issues of diversity, equity and inclusion.

1.88.030 Removal – Vacancy

Members of the DEI Commission may be removed at any time by a majority of the city council. Whenever a commission member is absent for three consecutive regular meetings of the commission, or an aggregate of five regular and/or special meetings annually, unless by permission of the commission given at an open public meeting, the office shall automatically be vacated. Requests for an excused absence shall be made in writing to the chairperson of the commission. Vacancies for the remainder of any such unexpired terms shall be filled in the same manner in which the original appointments were made.

1.88.040 Organization – Meetings – Quorum

A. Immediately after their appointment, and in January of each following year, members of the commission shall meet and organize by electing from all of the members of the commission a vice chairperson. It shall be the duty of the chairperson to preside at all meetings of the commission. The vice chairperson shall perform the duties of the chairperson in the event of the absence of the chairperson or vacancy of the office.

B. Four voting commission members shall constitute a quorum for the transaction of business. The affirmative votes by a quorum shall be necessary to carry any proposition.

C. There shall be a fixed time and place of the meetings within the corporate city limits at least once each calendar month. The meeting time and place shall be made known to the public and all meetings of the commission shall be open to the public. Monthly meetings may be cancelled by the chair due to lack of business, but the commission shall meet quarterly at minimum.

D. A city staff person shall serve as secretary of the commission. It shall be the duty of staff to keep minutes of all meetings and of all proceedings of the commission.

E. The commission may create subcommittees that include members of the public to address certain DEI topics or promote certain events. The subcommittee chair must be a member of the DEI Commission, and must be appointed by a majority of the DEI Commission membership.

1.88.050 Communication with city council

The commission shall forward communications which require city council action to city council through separate memoranda, including all rationale, which shall be scheduled as council agenda items. Memoranda requesting Council authority for programs or projects that require funding must be received by June 30th of each year in order to be considered for inclusion in the biennial budget or annual budget amendment process. Commission recommendations not incorporated in the preliminary budget shall be forwarded to the city council for consideration with the preliminary budget.

1.88.060 Duties and Responsibilities

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

A. Advise city council on actions needed to sustain and improve diversity, equity and inclusion in the city of Ellensburg;

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

C. Review and recommend amendments that incorporate the values of diversity, equity and inclusion into the city of Ellensburg Comprehensive Plan;

D. Recommend for Council adoption a community engagement plan that includes, but is not limited to, the following:

1. Developing activities such as forums, community gatherings, and events to promote mutual understanding and that encourage residents to connect with one another;
2. Identifying partner groups or organizations to sponsor regular cultural celebrations;
3. Creating strategies to distribute information to people of different cultures (e.g. bilingual resources, disability resources, culturally appropriate ways); and
4. Implement outreach strategies for improving city services relating to DEI.
5. Advise the city council regarding the impact of policy and budgetary choices on marginalized communities; and

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

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

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

Section 4. Effective Date. This ordinance shall take effect and be in force five (5) days after its passage, approval and publication.

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

DRAFT