

COUNCIL AGENDA

Tuesday, February 16, 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.

GUIDELINES FOR PUBLIC PARTICIPATION – ONLINE CITY COUNCIL MEETING

As a result of the threat posed by COVID-19, City is following the mandates from state and county public health officials to take all efforts to prevent the spread of this virus. In compliance with the Governor's Emergency Proclamation 20-28.14, as extended by Senate Concurrent Resolution 8402, and in the interest of the safety and welfare of the public, the community, and our employees and to limit the spread of the virus, ***this City Council meeting will not be open to in-person attendance.*** Council will be attending this meeting remotely via video conference. All City Council meetings are broadcast on Charter/Spectrum Channel 191 and available to livestream on Ellensburg Community Television at www.ectv2.com or on YouTube at [ECTV Ellensburg](https://www.youtube.com/channel/UC1GpGsvZS1CGpqReEvbcxg). You may also attend by phone, only, and listen to the meeting by following the registration instructions under "Remote testimony during the meeting," below. Once you register, you will be sent a meeting invite with a phone number for the meeting.

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

- **Written comments submitted in advance of meeting**
Submit written comments by mail to Beth Leader, City Clerk, Ellensburg City Hall, 501 N. Anderson St., Ellensburg, WA 98926, or via email to: leaderb@ci.ellensburg.wa.us. Comments received by 5 p.m. on the meeting date will be compiled, sent to the City Council and entered into the record.
- **Comments for public hearings**
Written comments must be received by the City Clerk by 5 p.m. on the meeting date. Comments can either be mailed to Beth Leader, City Clerk, Ellensburg City Hall, 501 N. Anderson St., Ellensburg, WA 98926, or sent via email to: leaderb@ci.ellensburg.wa.us. Comments received by 5 p.m. on the meeting date will be compiled, sent to the City Council and entered into the record.
- **Remote comments or attendance during the meeting**
Advance registration is required to testify. Anyone wishing to speak on items under the Agenda must register prior to 7 p.m. the day of the meeting. Register for the meeting at: https://us02web.zoom.us/webinar/register/WN_bTfcGsvZS1CGpqReEvbcxg. Once registered, you will receive an email with the meeting link and phone number (for those who wish to call into the meeting).

PROCEDURE FOR PARTICIPATION DURING MEETING

1. Join the meeting early, as you may need to download the app in advance to participate. Once you've joined the meeting, your camera and microphone will be muted until you are recognized by the Mayor to speak.
2. Please note that there may be several items on the City Council Agenda that will precede the agenda item you wish to address.
3. The Mayor will identify the agenda item and ask if anyone wishes to speak on the matter.
4. Any interested person may provide comments on: 1) under Item 7 for non-agenda items. or 2) any listed agenda items, If you wish to speak, you must:
 - a) Raise your "virtual hand" in the corner of the computer screen or press *9 on your phone. Raising your hand signals the moderator that you wish to speak.
 - b) Wait to be called upon by the Mayor using your name, e-mail, or phone number used to log

in to the teleconference.

5. Please state your name, address, and whether you are representing only yourself or others.
6. Each speaker's comments are to be limited to 3 MINUTES.
7. Speakers are cautioned not to make comments of a personal, impertinent or derogatory nature.
8. Speakers may not identify themselves as candidates for elective public office or make any statements which assist or discuss the campaign of a candidate for elective office, or discuss or campaign for or against a ballot proposition (unless the ballot proposition is being considered as part of the City Council agenda item).

Please note: City Council Rules provide that no action will be taken by the Council at the meeting at which a subject is first introduced during the citizen comment period (Item 7 on the Agenda). You may wish to concisely state your concern and request placement of your matter on a future agenda.

CONSENT AGENDA

Members of the audience may request items be removed from the consent agenda by asking for recognition and making the request during Agenda Approval. Items will not be removed from the consent agenda unless your request is confirmed by a councilmember.

AGENDA ITEMS

If you wish to have an item placed on a Council agenda, a written request should be delivered to the City Manager's Office prior to noon on the Monday preceding the Council meeting. Assistance will be provided in preparing a request if you wish to contact the City Clerk at 925-8614.

AMERICANS WITH DISABILITIES ACT

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

**CITY OF ELLENSBURG
COUNCIL AGENDA
Tuesday, February 16, 2021
7:00 PM - Regular Meeting**

Pledge of Allegiance

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

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

- | | |
|--|----|
| 5.A Approve Minutes of the February 1, 2021 Regular Meeting | 6 |
| 2-1-21 City Council Minutes | |
| 5.B Acknowledge Minutes of the Affordable Housing Commission - December 2, 2020 | 11 |
| 12-2-20 Affordable Housing Commission Minutes | |
| 5.C Acknowledge Minutes of the Lodging Tax Advisory Committee - January 6, 2021 | 14 |
| 1-6-21 LTAC Minutes | |
| 5.D Acknowledge Minutes of the Planning Commission - December 3, 2020 | 15 |
| 12.3.20 Planning Commission Minutes | |
| 5.E Accept Resignation of DaJon DeMille, Parks and Recreation Commission | 22 |
| Resignation of DaJon DeMille | |
| 5.F Business Education and Outreach Effectiveness Study Agreement with Osborn Consulting | 23 |
| City of Ellensburg - Professional Services Agreement E-O Effectiveness Study OCI signed | |
| 5.G Bid Call 2020-33 - Bull Road Utility Extension Project | 45 |
| 20210201-Ltr-ELL-Bid Review | |
| 5.H Approve February 16, 2021 Voucher Listing | 57 |
| 2-16-21 Voucher Listing | |

6. Petitions, Protests, and Communications

6.A COVID-19 Update

6.B Board and Commission Applications 58

B and C Agenda Report Chart 2-16-21

Fiona Corner Application

Rob Rapose Application

Gwen Budnik Application

Sara Omrani Application

Nathan Sitton Application

Zane Kanyer Application

6.C Centerfuse (EBDA) Update

7. Citizen Comment on Non-agenda Issues

8. Business Requiring Public Hearings

9. Introduction and Adoption of Ordinances and Resolutions

9.A Second reading and adoption of Ordinance 4870 authorizing the issuance of 2021

Waterworks Utility System Bonds 72

Ordinance 4870 -2021 Waterworks Revenue Bond

9.B Diversity, Equity and Inclusion Commission - Ordinance for first reading consideration

DEI Commission Ordinance - 02-16-21 107

10. Unfinished Business

11. New Business

12. Miscellaneous

12.A Manager's Report 114

2-16-21 Managers 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

14. Adjournment

Next Ord 4871
Next Res. 2021-05



CITY OF ELLENSBURG

Date of Meeting

Time of Meeting

Place of Meeting

Minutes of City Council, Regular Meeting

February 1, 2021

7:00 PM

**Held Remotely per Governor Inslee's Proclamation
20-28.14, extended by Senate Concurrent
Resolution 8402**

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 Weiner; City Clerk Leader; Executive Assistant Gigstead; Finance Director Pascoe; Public Works & Utilities Director Lyyski; Planning Manager Ayling; Stormwater Manager Morrow; Kittitas County Public Health Officer, Dr. Mark Larson; A.J. Cooper, Alice Ostdiek and Thomas Toepfer with Stradling, Yocca, Carlson & Rauth and approximately 25 members of the public

2. Proclamations

2.A. African American History Month Proclamation

A.J. Cooper read the African American History Month Proclamation.

Councilmember Mary Morgan moved to Approve the Mayor to sign the Proclamation.

Motion Approved 7-0.

3. Awards and Recognitions

4. Approval of Agenda

Councilmember Nancy Goodloe moved to Approve Agenda as presented. **Motion Approved 7-0.**

5. Consent Agenda

5.A. Approve Minutes of the January 19, 2021 Regular Meeting

5.B. Acknowledge Minutes of the Arts Commission - December 10, 2020

5.C. Acknowledge Minutes of the Ellensburg Business Development Authority Board - December 9, 2020

5.D. Acknowledge Minutes of the Library Board - December 8, 2020

5.E. Acknowledge Minutes of the Utility Advisory Committee - December 17, 2020

5.F. Amendment # 2 to the Reecer Levee Certification Contract with Aspect Consulting

5.G. Interlocal Jail Agreement with Kittitas County

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

5.I. Approval of Voucher Listing for February 1, 2021

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

6. Petitions, Protests, and Communications

6.A. COVID-19 Update

Dr. Mark Larson presented an update and spoke regarding the current metrics for our region. He praised the Incident Management Team and volunteers for their work at the vaccination clinics. He reported the vaccination rate for Kittitas County is currently 9.4%.

6.B. Board and Commission Applications

Lacie Dawson, Marie Smith and James Nale were present to introduce themselves and speak regarding their interest in serving on the Lodging Tax Advisory Committee.

Fiona Corner and Rob Rapose were present to introduce themselves and speak regarding their interest in serving on the Arts Commission.

Councilmember Nancy Goodloe moved to Approve appointment of Lacie Dawson as a collector, Marie Smith as a receiver and James Nale as a receiver to the Lodging Tax Advisory Committee. **Motion Approved 7-0.**

7. Citizen Comment on Non-agenda Issues

Christopher Hobbs, 302 N Water St, representing himself, commented regarding rules and procedures of Council.

Landis Hanson, 1015 E 18th Ave., commented regarding the Proclamation language.

Theresa Plue, 140 Woodhouse Loop, speaking for herself, commented regarding the virtual meetings.

Cory Kenoyer, 316 E 4th Ave., commented regarding posting of flyers or handbills and process for approval.

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

The Mayor opened the public hearing. Planning Manager, Jamey Ayling, presented information in the staff report.

There were no questions, comments or testimony from the public, and the Mayor closed the public hearing.

Councilmember Mary Morgan moved to Approve conducting second reading and adoption of Ordinance 4867 approving petition for annexation P20-083 for parcels 258133, 018133, 038133 and 058133 located on Cascade Street. **Motion Approved 7-0.**

8.B. Second reading of Ordinance 4868 approving petition for annexation P20-088 for parcel number 10876 located at 1215 Sanders Road
The Mayor opened the public hearing. Planning Manager, Jamey Ayling, presented information in the staff report.

There were no questions, comments or testimony from the public, and the Mayor closed the public hearing.

Councilmember Mary Morgan moved to Approve conducting second reading and adoption of Ordinance 4868 approving petition for annexation P20-088 for parcel number 10876 located at 1215 Sanders Road. **Motion Approved 7-0.**

9. Introduction and Adoption of Ordinances and Resolutions

9.A. First reading of proposed ordinance authorizing the issuance of 2021 Waterworks Utility System Bonds.
Finance Director, Jerica Pascoe, presented information in the staff report.

Councilmember Stacey Engel moved to Approve conducting first reading of Ordinance 4870 authorizing the issuance of 2021 Waterworks Utility System Revenue Bonds.
Motion Approved 7-0.

10. Unfinished Business

11. New Business

11.A. 404 N Sampson St - Snedeker street tree removal request
Stormwater Manager, Jon Morrow, presented information in the staff report. Jeff Snedecker, 404 N Sampson St, reviewed information concerning his request to remove a street tree.

Councilmembers Morgan and Goodloe suggested a review be done of the list of approved street trees.

Councilmember Stacey Engel moved to Approve directing staff to return with a resolution for review supporting the request by Jeff Snedecker to remove a street tree at 404 N Sampson St. **Motion Approved 7-0.**

11.B. Diversity, Equity and Inclusion Commission - Draft Ordinance
The City Manager presented information in the staff report. The intention was for Council to review and discuss the proposed ordinance language and provide staff direction.

Christopher Hobbs, 302 N Water St., commented he was not in favor of the ordinance, but was in favor of equality and treating others with respect. He suggested a change in Section 1.88.020(A) Appointment; that language be included requiring residency of three years.

Landis Hanson, 1015 E 18th Ave., commented regarding duties and responsibilities of the proposed commission.

Theresa Plue, 140 Woodhouse Loop, commented regarding references in the document and requested further review by staff.

Shana Kessler, 1508 N B Street, commented regarding representation of those currently not represented.

Sara Omrani, 7790 Cook Canyon Rd, commented in favor of creation of the commission.

Yngrid Winter, 1202 N Water St, commented in favor of creation of the commission.

Atalaya Strom, 1015 E 18th Ave., commented in favor of creation of the commission.

The City Clerk also received written comments from Julie Rachor and Keith R. McGowan that were distributed to Councilmembers before the meeting.

Councilmember Mary Morgan moved to Approve directing staff to return with the ordinance to conduct first reading for creation of the Diversity Equity and Inclusion (DEI) Commission as presented in the Agenda. **Motion Approved 7-0.**

12. Miscellaneous

12.A. Manager's Report

No information to report. The City Manager explained an executive session was required for two items per RCW 42.30.140 to consider collective bargaining sessions and RCW 42.30.110(1)(c) to consider a real estate transaction. It was anticipated discussion would take fifteen minutes and no action would be taken.

12.B. Councilmembers' Reports

- Councilmember Lillquist attended a Utility Advisory Committee meeting and reported on the Yakima Basin Fish & Wildlife Recovery Board meeting;
- Councilmember Goodloe attended a Utility Advisory Committee meeting;
- Councilmember Miller attended a KCCOG meeting;
- Councilmember Engel attended a Planning Commission meeting, and mentioned the Parks and Recreation survey is still open for naming of the downtown park;
- Mayor Tabb attended meetings for the Public Health regional group

13. Executive Session

Council recessed into executive session at 9:11 pm which was anticipated to take fifteen minutes.

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.

Council reconvened at 9:26 pm

14. Adjournment

Meeting adjourned at 9:26 pm

Mayor

ATTEST: _____
City Clerk



**COMMUNITY DEVELOPMENT DEPARTMENT
501 North Anderson Street, Ellensburg WA 98926**

MINUTES OF ELLENSBURG CITY AFFORDABLE HOUSING COMMISSION

Date and Time: Affordable Housing Commission meeting, December 2, 2020 - 4:30 p.m.

Place of Meeting: Remote meeting held via Zoom

Present: Acting Chair Sarah Bedsaul, Hannah Tower, Dolores Gonzalez, Charli Sorenson, John Perrie, Nathan McQuinn

Absent: Mayor Bruce Tabb

Others Present: Planning Manager, Jamey Ayling; Community Development Director Kirsten Sackett; Community Development Secretary, Alicia Winbauer; Delano Palmer, Habitat for Humanity; Kelle Dvork Vandenberg, Habitat for Humanity Area Director; Patrick Sullivan, Director of Real Estate Development with Habitat for Humanity; Alia Reimer, Real Estate Development with Habitat for Humanity

1. CALL TO ORDER

Co-Chair Bedsaul called the meeting to order at 4:30 pm.

2. APPROVAL OF THE AGENDA

Commissioner Gonzalez made a motion to approve the agenda as presented. Commissioner Perrie seconded. All in favor, motion passed.

3. APPROVAL OF MINUTES

a. September 2, 2020 Commissioner Gonzalez moved to accept the September 2, 2020 minutes, Commissioner Sorenson seconded. All in favor, motion passed.

b. October 7, 2020 Commissioner McQuinn moved to accept the October 7, 2020 minutes, Commissioner Gonzalez seconded. All in favor, motion passed.

4. NEW BUSINESS

a. Habitat for Humanity Affordable Housing Application for Water/Bender City Surplus Property

Planner Ayling introduced the topic, the staff including himself, Director Sackett and City Attorney Weiner vetted the application to make sure it conformed with all requirements. This application is compliant with the RCW and is eligible for funding. The commission should listen to the presentation and consider whether they want to recommend this proposal to the City Council. Habitat for Humanity's proposal is asking for the surplus property at Water and Bender Street in addition to the funding of \$765,000.00 to build 18

houses, 3 of which will be only available to applicants at 60% AMI or lower and the rest available to applicants at 80% AMI or lower. The staff feels that Habitat for Humanity has a solid application and they have the experience and background to make this proposal happen. Staff has reviewed the full proposal and would recommend that the Commission approve the project and forward it to City Council for approval and to start the contract process with Habitat for Humanity.

Patrick Sullivan, Director of Real Estate Development with Habitat for Humanity South King County presented the Application information to the commission with a power point presentation.

Commissioners had questions about the house plans, size, ADA compliance, outdoor storage, slab versus crawl space and flexibility of house plans. Sullivan reiterated that the plans are very general now and not completely set in stone. Habitat for Humanity tries to make the plans flexible for small changes that might be necessary.

Commissioners also had questions about the issues of prevailing wages and Covid 19 limiting volunteers (mostly students), how does Habitat plan for that? Sullivan noted that they have been dealing with that in other projects and have found ways to still use some volunteers and will contract with Americorp when the project is up and running.

Commissioners questioned the water retention/park area- who would be responsible for upkeep of that area. Does Habitat inform home buyers of the HOA requirements and what is expected of them? Sullivan noted that they have a home owner training in place to educate new home owners of HOA requirements, home maintenance and other first time buyer considerations.

Commissioner Bedsaul asked about how the contract that would be put together, Can we use drafts of other Habitat contracts as a basis for the contract so that we don't need to start from scratch? Director Sackett noted that we would use the same firm that we used for the Addison Place agreement and would gladly incorporate Habitat agreements if provided for our review. Sullivan does have drafts that we can review.

Commissioner Bedsaul asked if the commission was ready to make a motion. Commission Gonzalez asked about the scoring sheets. The rest of the commission did not feel it was necessary for this decision.

Commission Sorenson moves that we approve/support the Habitat for Humanity Affordable Housing Application for Water/Bender City Surplus Property and the \$765,000.00 funding and forward it to Council for their review. Commission McQueen seconded. All in favor, motion passed.

Planner Ayling said the Application will go to the 17th December Council meeting. If it is on the agenda, please let the commission know and several will attempt to be there.

5. STAFF UPDATE/DISCUSSION ITEMS

5.a Addison Place Affordable Housing Agreement Status

Planner Ayling reported that the signed contract has been received and it will go to City Council on the 7th of December. To move forward it will need Council adoption.

5.b Monthly Budget Report

Planner Ayling reported that the last three months budget reports were attached and at

the end of October the fund was at \$1,474,270.00, which is enough to fund both projects at this time without bonding.

6. CITIZEN COMMENT- No Citizen attendees

7. ADJOURNMENT

Commissioner Bedsaul thanked the Commissioners and staff for their participation in the meeting tonight. Commissioner Bedsaul adjourned the meeting at 5:25 pm.

LODGING TAX ADVISORY COMMITTEE

January 6, 2021 (2:00 p.m. to 2:15 p.m.)

Members Present: Matt Anderson, Monica Miller, Mary Morgan, and Steve Townsend

Members Absent: None

Others Present: Laurie Gigstead, Executive Assistant, three CWU students, Ally Carlson, Sae Tanaka, and Atty Fitzsimmons.

1. **Call to Order.** Chair Morgan called the meeting to order at 2:00 p.m.
2. **Minutes of the December 2, 2020 meeting.** Moved and seconded (Townsend/Anderson) to approve minutes as written. Motion approved.
3. **Correspondence and Public Comment Period.** None.
4. **Unfinished Business.**
 - A. **Budget/Financials Review.** Reviewed and acknowledged.
 - B. **Tourism Report.** Postponed to February meeting.
 - C. **Sign Committee Report.** Postponed to February meeting.

5. **New Business.**

Other: Matt advised that typically at the January meeting the Vice Chair is appointed. Moved and seconded (Townsend/Miller) to nominate Matt Anderson as Vice Chair. Motion approved.

The members discussed potential applicants to fill the two receiver and one collector positions. Laurie will send vacancy information to prior consolidated applicants (specifically lower county) and to Ellensburg hotels.

Next meeting will be **February 3, 2021 at 2:00 p.m.**

With no further business, the meeting was adjourned at 2:15 p.m.

Respectfully submitted,
Laurie Gigstead
Recording Secretary

Drafted: 01/07/2021

Approved: 02/03/2021



**COMMUNITY DEVELOPMENT DEPARTMENT
501 North Anderson Street, Ellensburg WA 98926**

MINUTES OF ELLENSBURG CITY PLANNING COMMISSION

- Date and Time:** Planning Commission meeting of December 3, 2020 at 5:45 p.m.
- Place of Meeting:** Remote Meeting Via Zoom
- Present:** Beverly Heckart, Fred Padjen, George Bottcher, Ed Harrell, Geraldine O'Mahony, Gayl Curtiss, Sathy Rajendran
- Absent:**
- Others Present:** Community Development Director Kirsten Sackett; Planning Manager Jamey Ayling; Council Liaison Stacey Engel; Alicia Winbauer, Community Development Secretary, Glynis Delargy and Richard Sontgerath applicants for item 7a
-

1. CALL TO ORDER

Vice-Chair Padjen called the meeting to order at 5:45 pm.

2. APPROVAL OF AGENDA

Commissioner Heckart moved to approve the agenda. Commissioner Bottcher seconded. Motion passed with all in favor.

3. APPROVAL OF MINUTES

Commissioner Heckart moved to accept the minutes of the November 12, 2020 meeting with the accepted edits. Commissioner Bottcher seconded. Motion passed with all in favor.

4. NEW BUSINESS

- a. Public Hearing to Consider 2020 Annual Comprehensive Plan Amendments.**

Vice-Chair Padjen introduced the topic, read the script and opened the public hearing.

Director Sackett presented the staff report regarding the annual amendment process for the Comprehensive Plan and described the steps that were taken in 2020. She said that there were three Comprehensive Plan amendment proposals docketed by City Council in July of 2020. Docket item 20-01 is a proposal to update the Capital Improvement Plans, which is done on an annual basis. Docket items 20-02 and 20-03 both have to do with the proposal to add a new chapter to the Comp Plan specific to Diversity, Equity and Inclusivity. She said that Docket 20-02 was submitted by the City Staff and she explained that there has been a subcommittee of council members who

held listening sessions in the community over the last several months specific to this topic. Docket 20-02 also included adding a new Value Statement to the Introduction section of the Comp Plan. Sackett shared her screen and read through the proposed text changes to the Comp Plan. Docket 20-03 was submitted by a member of the public, also requesting a new chapter to the Comp Plan dedicated to diversity, equity and inclusion. The docket request included many of the same objectives and language, and also requested that the amendments included actionable items that included inclusivity in all levels of the population.

Director Sackett said that the Council subcommittee will be presenting a report out of the Listening Sessions at the next Council meeting of December 21, 2020. During that report out, the subcommittee will be making a recommendation that a new City Commission be created. If that group is created, they will be involved in developing the new Inclusivity, Diversity and Equality chapter. The new chapter would then become part of the 2021 docketing.

For the purpose of this meeting, the Planning Commission is being asked to make a recommendation on each of the docketed items to forward to City Council. Director Sackett said that staff is recommending that the commission recommend approval of the docket items as presented.

There was no public comment, and Vice-Chair Padjen opened it up for Commissioner questions. Commissioner Curtis asked why there were no references to age discrimination and LGBTQ in the submitted language, as they were important in the listening sessions. She asked if this was an oversight. Council member Engel, thinks it might have been an oversight by the committee. Commissioner Curtiss requested that the text amendments include references to sexual orientation and age.

Commissioner Bottcher suggested that since our City Code has definitions for most terms, there should be definitions for "Equality", "Inclusion" and "Diversity". Director Sackett pointed out that there is a definition section at the end of the Comprehensive Plan and the definitions could be added there, rather than in the City Code

Commissioner Padjen asked if the items on page 36 in the packet (regarding the new value statement) were actionable. Director Sackett said that the actionable items would come with development of the new chapter, which is where goals, objectives and policies are included. These will be developed through outreach to the community, which will be overseen by the new IDE Commission. Sackett also pointed out that if a new diversity chapter is added to the Comp Plan, it will likely affect City Code and the Planning Commission will need to look at those changes when they are proposed.

Commissioner Curtiss asked if the Planning Commission is approving Docket 20-03 language and chapter inclusion in the Comprehensive Plan or just the text changes in the Introduction. Director Sackett said that the Planning Commission is being asked to make a recommendation to City Council regarding the new language in the Introduction of the Comprehensive Plan. She said that it will take additional time to develop the new chapter, and staff is recommending that this portion of the docket items be forwarded into 2021.

Commissioner Botcher commented that he feels the creation of the new chapter of the Comprehensive Plan is a large project and will take a great deal of time to complete. Commissioner O'Mahony commented that Docket 20-03 proposal wanted to make sure that BIPOC members were a part of the drafting of the new language and chapter. She asked if there were any BIPOC members included. Commissioner O'Mahony also had concerns regarding adopting this language before the IDE commission is confirmed. O'Mahony worries that because this language is in the Introduction of the Comprehensive Plan, there might be a feeling of not needing a new chapter going forward and we should make sure that the recommendation addresses that concern. Director Sackett said that she is not aware of any BIPOC members that helped to draft the language. However, the language was crafted after holding numerous Listening Sessions with various segments of the community. In addition, there will be outreach to BIPOC members when the new Commission begins working on the new chapter. Director Sackett also pointed out the language in the Introduction section makes that point.

There was discussion about the use of the word "element", and Sackett explained that the term "element" is part of the RCW language for Comprehensive Plans, and it is essentially means the same as "Chapter". In the end, the result would be a new chapter being added to the Comp Plan.

Vice-Chair Padjen closed the public hearing and called for discussion. Commissioner Heckart made a motion that the Planning Commission recommend to City Council that the specific language on page 29 of the packet, urging the city council to address the ideas of IDE be approved, but all subsequent language relating to IDE not be approved in 2020 and wait for the new commission to be appointed (as a result of the language on page 29) to draft the new language addressing IDE. Heckart said this motion intends to address the issues brought up by Commissioner's Curtiss and O'Mahony, and ensure they are addressed next year. Commissioner Harrell agreed.

Motion seconded by Commissioner Padjen.

Commissioner Bottcher said the creation of a new chapter is a big discussion, and it could take a long time to develop. He said that the Comp Plan is heavy on the physical structure of the City, and it doesn't contain much language about behavior. He suggested that when the new chapter is created, that it includes language that deals with the police department. The text in the current Comp Plan is less than half a page, and this could be expanded to include language about respectful behavior. He would like to see the Comp Plan tightened up more. Commissioner Heckart added to her motion to include Commissioner Bottcher's discussion be included in the minutes as suggestions for the new Diversity and Equity Commission that is to be formed. Padjen approved the amendment to the motion.

O'Mahony asked for clarification, to ensure that when changes are made to the Comp Plan, that any amendments are considered in a holistic manner, including updates to any elements already written that pertain to this topic. Heckart concurred with that assessment. Curtiss asked for clarification that the motion is to approve that the existing

language in the Comp Plan be changed and a new chapter be written, but not approving the language as submitted in the packet. Heckart concurred.

Motion passed with six in favor. Commissioner Bottcher was opposed. Motion passed.

Commissioner Heckart addressed Docket Item 20-01 and commented that she was very disappointed that there was no money for safe passage to the new elementary school included in the Capital Improvement Plan.

Commissioner Bottcher moved to approve Docket 20-01 Capital Improvement Plan as proposed. Commissioner Harrel seconded. Commissioner Bottcher noted that the Capital Improvement Plan section is the most malleable and he has seen changes to it in the middle of the year.

Motion passed with five in favor. Commissioner's Heckart and O'Mahony abstained.

Director Sackett responded to the comment about the Safe Routes to the new elementary school. She said that during the Conditional Use Permit public hearing for the new school, a condition was added that Cora Street be included in the Safe Routes to School with the school district responsible for the inclusion of sidewalks and bike lanes. She said that the school district was not able to add the extension of Helena Street to their budget, but the city will continue to seek grants to make that safe route possible as they have done in other areas of town.

5. OLD BUSINESS - None

6. CITIZEN COMMENT - None

7. STAFF UPDATES / DISCUSSION ITEMS

7.a. Discussion on a Proposal to Allow Multifamily Dwellings in the Commercial Highway (C-H) Zoning District

Director Sackett presented the staff report. She shared her screen to show the location of the Motel 6 property, addressed as 403 W. University Way. Staff has been in discussion with Heritage Group, developers that would like to purchase and renovate the Motel 6 property. Their original plan was to remodel the motel into a hip trendy motel but with COVID taking a toll on the motel industry, they want to turn the motel into studio and one-bedroom apartments instead.

Sackett said that this property is zoned C-H, and multifamily is not a permitted use in the C-H zone. The property fronts University Way, but to the north, east, and west, the properties are zoned Residential Low (R-L). The concept of rezoning the property had been discussed, but the future land use designation of Neighborhood Commercial does not support a rezone to a zone that allows for multifamily housing. A definition of this designation is provided on page 53 of the packet.

Staff noted that there are affordable housing concerns in our community. Having more units added to the housing supply benefits both affordable housing and market rate

housing, as it increases the supply and gives renters more options.

Sackett said that if the developers wanted to pursue the idea of a rezone, they would need to request a comprehensive plan amendment to the future land use designation. This request would need to be received in June of 2021, and if approved it would be January 2022 before any comp plan amendments went into effect. At that point, the applicant would then be able to apply for a rezone. The developers are not interested in that time frame and want to move quicker.

As an alternative, the developers would like the Planning Commission to consider allowing multifamily in the C-H zone with a Conditional Use Permit. Sackett explained that this request would require changing the permitted use chart in the 15.310 of the ECC to add a "C" for multifamily in the C-H zone. Director Sackett shared the use chart to depict the amendment that would need to take place. She said that Conditional Use Permits are site specific requests, that are taken to the Planning Commission in a public hearing. Sackett said that if the commission wanted to move forward with that idea, it would be necessary to update more than just the use chart. The City Code would also need to be updated in Chapter 15.300, Zones, Maps and Designations to reflect these modifications to the C-H zone. Director Sackett noted that this is not a proposal that needs a vote, it is all just discussion at this point.

The owners of the Heritage Group, Dick Sontgerath and Glynis Delargy, then spoke to the Commission. Director Sackett shared the exhibits provided by the applicants, and which were included in the packet. The applicants introduced themselves and their company Heritage Group Land Company. They said they are a long time Seattle-based real estate developer. They do older and historic property restoration, urban revitalization and affordable housing. Recently they have been focused most on creating the hip trendy hotel space like Motel 6 property in Ellensburg. They encouraged the Commission to look at their website for other projects that they have done in other communities. The current vision for the Motel 6 property is to take the 74 current units and turn them into 40-50 units, one bedroom and micro studios renting at 50-80% AMI. They said Staff has been very helpful and interested in working with them. They said if they can reach an agreement with the city, they will have a project but if not, they will be gone and move on to the next thing. They don't have the time to wait too long for a project to come together.

Vice-Chair Padjen opened the topic for discussion among commissioners.

Commissioner Heckart commented that she accessed the Heritage Group website and thought they were mostly projects that were office buildings only. She said that changing the zoning at the Motel 6 site makes her uneasy, as it was always a non-conforming lot. Commissioner Heckart questioned if the applicants had considered dividing the parcel at the boundary of the old east-west alley. They could then leave the front of the parcel C-H, and use the front building for retail, and then the entire back area could become either R-L or R-N. This would not be so much of a change to the zoning of the parcel. It would not create the same precedent as allowing for a CUP for the whole parcel. Ms. Delargy agreed that might be an option with their plan. Commissioner Heckart asked Director Sackett how long it would take to create that change. Director Sackett noted that all of the changes were easily doable except for the change of the zoning for the back portion. Even that would require an amendment to the Comp Plan.

Mr. Sontgerath asked about the precedent being set. Is it just a conditional use? Director

Sackett displayed the zoning map. She explained that if we modify the use chart to allow a multifamily in the C-H zone through approval of a CUP, then anyone with property zoned C-H can then apply for the same kind of use through a CUP. That is how a precedent is set. Mr. Sontgerath asked if then the Commission or City Council could decide not to approve the other requests. He wanted to know if their proposal for the property could work.

Commissioner Heckart feels that when the Commission allows a CUP, they get boxed into allowing others to do the same thing in areas that might not support it as well. When you accept pre-requisites for one project, the next time another project comes with the same pre-requisites you could be stuck approving that project too.

Commissioner Curtiss asked about the information in the cover letter regarding the rent quoted that is below market. She asked if there would be any special consideration for the project as Affordable Housing. Director Sackett said that adding more housing is absolutely needed and would aid the community simply by providing more housing. She did not believe it would be appropriate to make affordable housing a required component of the project. Commissioner Curtiss is looking favorably at this project because of the rental rate, but does not like the idea of housing on a Gateway street into the city, and she worried about it becoming an eyesore. Commissioner Heckart commented that with the Affordable Housing one of the problems is that there are conditions attached to financing, and market rate is better for the developer and then the rates of rent could go up.

Commissioner Bottcher asked the applicants if they were familiar with the City of Ellensburg Public Works street standards, and if they were asking for a conditional use permit to make this project work. Director Sackett responded that the applicants are asking the commission to change the code to allow for multifamily in the C-H zoning district through approval of a CUP. Bottcher said he likes the idea of more of the one-bedroom and studio units being added to the rental inventory because there is so much demand for it.

There was some discussion about the look of the gateway entrance to the city. Commissioner Bottcher spoke to the streetscape standards. Mr. Sontgerath thinks their project will definitely improve the gateway entrance into the city.

Commissioner Heckart asked the applicants if the chief concern to them is time. The applications concurred that it is definitely all about time. They want to start as soon as they can. Commissioner Harrell said he generally approves of the concept but has concerns about the buffer between the commercial and residential areas.

Vice-Chair Padjen questioned how many of the commissioners would be agreeable to changing the code to allow for multifamily in C-H through a Conditional Use Permit. His second question was to ask about the conditions of the use. Commissioner Heckart pointed out that she isn't sure that the commission has blanket permission to add their own conditions to a CUP. She said that the City Code includes the conditions allowed to be added to a conditional use permit.

Commissioner Bottcher asked who makes the change to the use charts in the city code, the Planning Commission or City Council? Director Sackett responded that the Planning Commission will work through the code amendments, hold a public hearing on any proposed changes, then send a recommendation to City Council as the final decision

maker. The question at this time is whether the Commission is supportive of moving forward with proposal requested by the applicants. Commissioner O'Mahony asked about the time frame to change the code. Director Sackett indicated it might be around four months because SEPA and public hearings are necessary. She said that the code amendments could be added to the zoning and land use ordinance already under consideration by the Commission.

Vice-Chair Padjen said he is in favor of allowing multifamily units in the C-H with the hopes of improving the gateway street. Commissioner Harrell is in favor but agrees with Commissioner Heckart that we need to be careful with what we allow there. Commissioner Bottcher is also in favor and thinks that in the future other conditional use permit requests can be denied if they are not appropriate to a specific site.

Commissioner Curtiss asked the commission if they would still be in favor of this project if the rents for the apartments were above market rates instead of below market rate. Padjen would be favorable even then. Director Sackett noted that the applicants didn't have affordable housing in mind when they applied. She then shared her screen to display the City's affordable housing dashboard. She showed the graphs depicting the divide between the renters and the available housing for those renters. She said if this project moved forward it would be helpful for the community because it would add more inventory to the rental market.

Sackett then shared information with the Commission about the Ecology Stormwater Grant, which will result in improvements to the gateway entrance to the city, from the Red Horse Diner to Wenas Road.

At the conclusion of the discussion, all commissioners except Commissioner Heckart said they were in favor of the proposal presented by Heritage Group, and asked staff to work on changing the use chart to allow multifamily in the C-H zone through approval of a conditional use permit.

8. COMMISSION REPRESENTATIVE UPDATES – Next meeting January 14, 2021

9. ADJOURNMENT

Chair Padjen thanked staff for their work and adjourned the meeting at 7:53 pm.

Laurie Gigstead

From: Brad Case
Sent: Thursday, February 4, 2021 1:16 PM
To: Laurie Gigstead
Cc: DaJon DeMille
Subject: Parks & Recreation Commission Resignation

Hi Laurie,

Below is the resignation from DaJon DeMille, will you please add this to the February 16th Council agenda.

Thank you.

Brad Case
City of Ellensburg
Parks & Recreation Director
501 N Anderson
Ellensburg, WA 98926
509-925-8639
caseb@cityofellensburg.org
www.ci.ellensburg.wa.us

From: DaJon DeMille <dajon.demille@gmail.com>
Sent: Thursday, February 4, 2021 10:47 AM
To: Brad Case <caseb@ci.ellensburg.wa.us>
Subject: [Ext] P&R

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

Mr. Case

I regret this email but due to unforeseen circumstances I have to resign from the Commission.

Thank you for your time and consideration.



CITY COUNCIL AGENDA REPORT

City Council Meeting Date:	February 16, 2021
Item Title/Agenda Subject:	Business Education and Outreach Effectiveness Study Agreement with Osborn Consulting
Submitted by:	Jon Morrow Public Works & Utilities
Recommended Action or Motion:	Authorize Public Works and Utilities Director to sign Agreement with Osborn Consulting.
Background/Summary:	<p>The City's stormwater permit with Ecology requires us to perform two separate tasks, provide outreach education to local businesses and perform a new effectiveness monitoring study. The City has chosen to combine both tasks as one study to streamline the permit requirements. The City has chosen fast food restaurants as the target audience. The outreach study will educate fast food restaurants on proper management of fats, oils and grease (FOG) mop water disposal and improper use of dumpsters. If these practices are improperly managed the FOG can end up in alleys behind the business and or into the actual storm system. The goal of the study is to educate fast food restaurants on proper waste management handling practices, which may include initial onsite visits (COVID safety rules apply), and the use of posters and fliers. The effectiveness portion of the study will measure success of the education program utilizing a questionnaire and/or a re-visit. The end all goal of the study is to provide the businesses with useful resources at no cost and little distraction.</p>
Previous Council Action:	None
Analysis:	<p>Combining two requirements of the Eastern Washington Stormwater Permit into one study saves the City money and time. A City of Ellensburg study on these requirements, instead of a group setting like the department's previous street sweeping study, gives the study more meaning because it's local and avoids interlocal agreements with other jurisdictions.</p>
Financial Impact:	<p>The Stormwater Utility has adequate budget to cover the cost of the study. The current Capacity Grant has funds that will</p>

help offset some of the cost up until April 15, 2021. The Capacity grant technically ends on March 31, 2021, but services rendered can be billed up to April 15, 2021. The cost of the study is \$49,998.00

Attachments:

[City of Ellensburg - Professional Services Agreement E-O Effectiveness Study OCI signed](#)

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF ELLENSBURG
AND
OSBORN CONSULTING, INC.**

**RELATING TO: BUSINESS EDUCATION AND OUTREACH EFFECTIVENESS
STUDY**

THIS COST PLUS FIXED FEE AGREEMENT is made and entered into this _____ day of December, 2020 (“Effective Date”), by and between THE CITY OF ELLENSBURG, a non-charter code city of the State of Washington (hereinafter called the “CITY”) and Osborn Consulting, Inc., a Corporation authorized to do business in the state of Washington (hereinafter called the “CONSULTANT”).

1. RECITALS.

1.1. The CITY desires to obtain professional services for work related to the BUSINESS EDUCATION AND OUTREACH EFFECTIVENESS STUDY 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 13 of this Agreement.

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

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

3. TIME OF PERFORMANCE. The CONSULTANT may begin work upon the Effective Date of this Agreement by both parties, or the CITY's issuance of a Notice to Proceed, whichever is applicable, and the duration of the Agreement shall extend through December 31, 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, cost for actual labor, overhead and profit plus CONSULTANT'S direct non-salary reimbursable costs for cost plus fixed fee agreements or based on percentage of completed work for lump sum agreements, as set forth in the attached Exhibit C.

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

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. This fund may not be replenished. Any changes requiring additional costs in excess of the Management Reserve Fund shall be made in accordance with Section 13 – Extra Work.

5. MAXIMUM COMPENSATION.

5.1. The CONSULTANT's total compensation and reimbursement under this Agreement, including labor, direct non-salary reimbursable costs and outside services, shall not exceed the maximum sum of \$49,998. 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. WORK PRODUCT AND DOCUMENTS.

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

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

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

8. 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. Deleted

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

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

11. SUPERVISION, INSPECTION AND PERFORMANCE.

11.1. Even though CONSULTANT is an independent contractor with the authority to control and direct the performance and details of the Services, the Services must meet the 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. If this Agreement is terminated in its entirety by the CITY for its convenience, the CITY shall pay the CONSULTANT for satisfactory services performed through the date of termination, but no amount shall be allowed for anticipated profit on unperformed Services or other work.

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

filing claims and/or commencing litigation to secure compensation for damages incurred beyond that covered by withheld payments.

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

15. INDEMNIFICATION/HOLD HARMLESS.

15.1. CONSULTANT shall defend, indemnify and hold the CITY, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the negligent or wrongful acts, errors or omissions of the CONSULTANT in performance of this Agreement, except for injuries and damages caused by the sole negligence of the CITY.

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the CONSULTANT and the CITY, its officers, officials, employees, and volunteers, the CONSULTANT's liability, including the duty and cost to defend, hereunder shall be only to the extent of the CONSULTANT's negligence.

15.2. It is further specifically and expressly understood that the indemnification provided herein constitutes the CONSULTANT's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

15.3. The provisions of this section shall survive the expiration or termination of this Agreement. Further, the indemnity obligations shall extend to claims that are not reduced to a suit and to any claims that may be compromised prior to the culmination of any litigation or the institution of any litigation. Inspection, acceptance or payment by CITY of or for any Services performed by CONSULTANT shall not be grounds for avoidance of any Indemnity Obligations.

16. INSURANCE.

16.1. The CONSULTANT shall procure and maintain for the duration of the

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

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

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

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

16.3.2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, and personal injury and advertising injury. The CITY shall be named or added as an additional insured under the Consultant's Commercial General Liability insurance policy using ISO endorsement form CG 20 26, or coverage at least as broad; and,

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

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

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

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

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

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

16.5. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, 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. Any payment of deductible or self-insured retention shall be the sole responsibility of the CONSULTANT.

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

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

16.7. Verification of Coverage. CONSULTANT shall furnish the CITY with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured 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.

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

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

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

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

Osborn Consulting Inc.
ATTN: Aimee Navickis-Brasch
101 S Stevens Street, Suite 103
Spokane, WA 99201

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

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

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

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

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

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

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

Exhibit A – Scope of Work

Exhibit B – Schedule for the Work

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

Exhibit D – Budget for Each Task

EXHIBIT A SCOPE OF WORK

Project: Business Education and Outreach Effectiveness Study	
PRIME Consultant:	Osborn Consulting, Inc.

Background

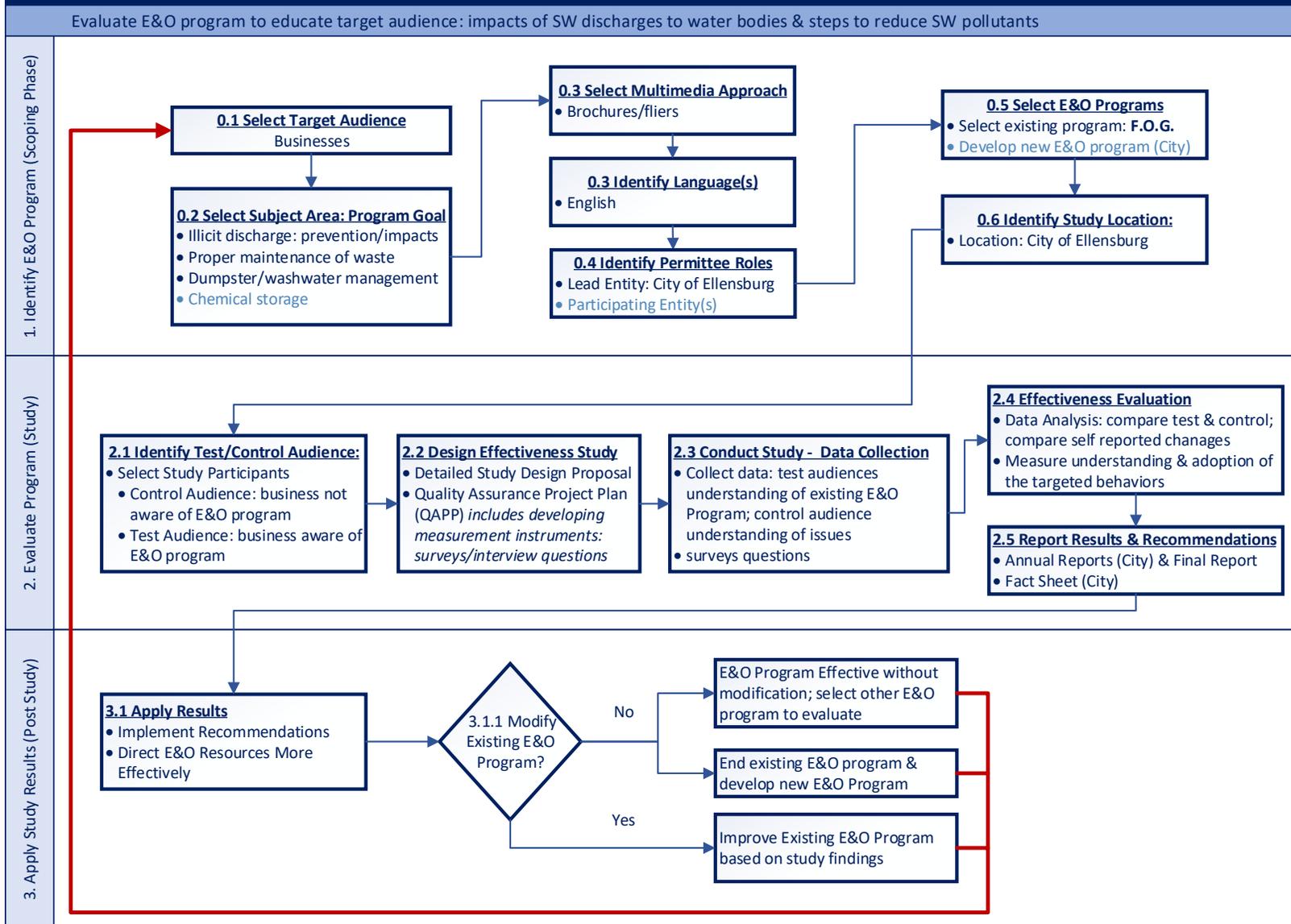
Per the 2019-2024 EWA Phase II MS4 permit, the City of Ellensburg has two requirements that focus on evaluating the effectiveness of their stormwater management program. These requirements include:

1. **S5.B.1.b. Education and Outreach (E&O)** - Permittees are required to measure the understanding and adoption of a targeted behavior for at least one target audience in at least one subject area. Results will be used to direct E&O resources most effectively as well as to evaluate changes in adoption of the targeted behaviors.
2. **S8.A. Monitoring and Assessment** - Permittees are required to evaluate the effectiveness of their permit required stormwater management program activities or best management practices (BMPs) and recommended future actions based on the findings.

The City of Ellensburg proposes to meet both requirements through one study. Specifically, evaluate the effectiveness of the City's Business E&O program referred to as F.O.G.. The focus on this E&O program is to education business owners about proper disposal of fats, oils, and grease (F.O.G.). This study will use surveys to evaluate how effective FOG has been with: 1) educating business owners about the impact of their actions on receiving water quality, 2) awareness of proper disposal of F.O.G., and 3) adoption of the targeted behavior (e.g., properly disposing of F.O.G. which is not discharging these materials down storm sewers). Results from with study will be used to recommend how future actions to improve the F.O.G. program.

Figure 1 provides an overview of the study workflow. **Step 1. Identify E&O Program** was complete as part of the development of this scope of work. **Step 2. Evaluate Program** is the focus of this scope of work. **Step 3. Apply Study Results** will be completed by the City after the study is complete.

Figure 1. Overview of Public Education and Outreach (E&O) Effectiveness Study



Task 100 Project Management

Objective

This task covers the management, administration, and coordination of the work by the Consultant as defined in this Contract including project management, preparation of monthly invoices, project schedule maintenance, and overall coordination with the County.

Consultant Services

- Setup and Close out the consultant contract.
- Coordinate and manage the project team in the successful completion of the tasks outlined in this scope.
- Prepare and electronically submit invoices with attached status reports describing the following:
 - Services completed during the billing cycle
 - Services planned for next billing cycle
 - Scope/Schedule/Budget issues, if applicable
 - Schedule update and financial status summary
- The OCI Project Manager will prepare for and participate in six (6) 1-hour project coordination meetings with the client. Each meeting includes 2-hour of preparation time for developing meeting agendas and/or meeting notes.
- We have budgeted 36 hours for this task.

Client Responsibilities

- Process payment of invoices within 30 calendar days of invoice.
- Review and process contract change requests and amendments, if needed.
- Review project deliverables and provide one consolidated list of review comments for Consultant within 14 calendar days.

Assumptions

- The project duration will be 12 months starting after the contract is executed.
- Progress reports and invoices will only be prepared when the work conducted since the previous billing exceeds \$1,500.
- Invoices will be the Consultant standard invoice format.
- Meeting notes will be in a bulleted format and only include key decisions.
- The proposed schedule shown in Table 3 is draft and will be finalized once the contract is executed.

Deliverables

- Monthly Invoices and Status Report (emailed to client in a PDF format).
- Meeting agendas and meeting notes (emailed to the client)

Task 200 Evaluate E&O Program Effectiveness

Objective

This task focuses on OCI's work conducting the study. Specifically, develop the detailed study design proposal (proposal); developing the quality assurance project plan (QAPP); conducting a QA/QC of the deliverables and data analysis; developing, deploying, analyzing, and synthesizing the survey results; and developing the final technical evaluation report.

Consultant Services

- **2.1 Identify Test/Control Audience**
 - Participant Recruitment - OCI will recruit participants with assistance from the City for surveying Business Owners. This is expected to include:
 - The targeted number of participants for the survey is 50 which includes 25 test audience (business owners who have received the F.O.G. flier) and 25 control audience (business owners who have NOT received the F.O.G. flier).
 - This includes developing a list of participants and their contact information as well as develop identification codes for each participant as defined in the QAPP.
 - We have budgeted 18 hours for this task.
- **2.2 Design Effectiveness Study**
 - Detailed Study Design Proposal (Proposal) Development - Develop the Proposal sections of the Eastern Washington Effectiveness Study Education BMP QAPP Template. This is expected to include:
 - Developing the content for the following sections of the QAPP Template: Background, Project Overview, Organization and Schedule, Experimental Design (partial), and Data Analysis (partial).
 - OCI will provide a QC review of the Proposal before it is submitted to Ecology.
 - For this subtask we have budgeted 45-hours.
 - QAPP Development - Develop the QAPP sections of the Eastern Washington Effectiveness Study Education BMP QAPP Template. This is expected to include:
 - Developing the sections of the QAPP template not completed as part of the Proposal development including: Executive Summary, Data Quality Objectives, Experimental Design (partial), Instrument Design and Development, Quality Control, Data Management Procedures, Audits, Data Verification and Usability Assessment, Data Analysis (partial), and Reporting.
 - Instrument Design and Development includes developing a survey that is designed to meet the study goals. This includes conducting a literature search, defining procedures for validating the survey, and validating the survey through pilot testing.
 - Data Analysis includes defining methods (including equations) for analyzing and

synthesizing the survey data.

- OCI will provide a QC review of the QAPP before it is submitted to Ecology.
- For this subtask we have budgeted 155-hours.

- **2.3 Conduct Study**

- Survey Deployment – OCI will develop an online survey using the survey question included in the QAPP. This is expected to include:
 - Convert the QAPP survey questions to an electronic format using Survey Monkey (or similar free online survey tool) and deploy the survey to the participants.
 - Follow-up with each participant each week following the dissemination of the survey, up to four times via email to increase participation
 - The survey will be open for a predefined time (to be determined when the project schedule is developed). Survey responses received after the survey has closed will not be included in the study.
 - We have budgeted 18 hours for this subtask.

- **2.4 Effectiveness Evaluation**

- Analyze and Synthesize Survey Results – OCI will collect/manage/analyze the data according to the procedures outlined in the Ecology approved QAPP. This is expected to include:
 - Responses to survey questions will be compiled following the data management procedures outlined in the QAPP
 - Verify the results and evaluate the usability of the data following the data verification and data usability procedures defined in the QAPP
 - Analyze the data according to the data analysis methods outlined in the QAPP
 - Synthesize the results into tables and figures
 - For this subtask we have budgeted 30-hours.

- **2.5 Report Results**

- Technical Evaluation Report (TER) - OCI will develop a Technical Evaluation Report (TER) within 60-day following completion of the study. The work associated with this task is expected to include:
 - Develop a TER summarizing the study results and recommendations for future actions based on the findings of the study. The TER will contain the contents outlined in the study QAPP which is expected to include: a cover letter, executive summary, data summaries and analysis, discussion, conclusions, future action recommendations, and appendices.
 - The following content from the Ecology Approved QAPP will be used in the TER without modification: Introduction, Technology Description, and Sampling Procedures.
 - The appendices will include the raw data collected and results from the survey.
 - We have budgeted 96-hours for this work.
- QC/Audit – OCI will conduct an internal QC review and audit of the TER, data analysis, and study procedures (SOPs) prior to submitting the document to the City. This will include:
 - OCIs will develop an audit checklist, conduct the audit, and if needed correct anomalies identified during the audit.

- Results from the audit will be synthesized in the Technical Evaluation Report.
 - We have budgeted 33 hours for this work.
- **2.6 Ecology Coordination** – This subtask focuses on coordination with Ecology which is expected to include:
 - Responding to Ecology comments on the proposal, QAPP, and/or TER in a table format.
 - Correspondence with Ecology via phone, email, or webinar.
 - We have budgeted 30 hours for this work.

Client Responsibilities

- The City is responsible for developing the content about the study for their annual report and developed a Fact Sheet about the study as required by the NPDES MS4 Phase II permit.
- The City is responsible for submitting the Proposal, QAPP, and TER to Ecology.

Assumptions

- The study location is the City of Ellensburg.
- The City will identify potential test/control audience and provide OCI with name of the business and contact information.
- All correspondence with the test/control audience occur over the phone, email, or webinar. No travel is included in this budget.
- All deliverables will be electronic submitted to the client via email and/or a link to a project One Drive site.
- Pilot testing the survey questions will be conducted by OCI and City Staff.
- This scope of work does not include coordination with a technical advisory group.

Deliverables

- Participant List (Excel Table)
- Draft and Final Proposal (PDF)
- Draft and Final QAPP (PDF)
- Draft and Final Synthesis of Survey Results (PDF)
- Draft and Final TER (PDF)

Exhibit B Schedule for the Work

The proposed project time is summarized in Table 1 and further detailed in Table 2.

Table 1. Proposed Project Timeline

Task #	Task Title	Timeline
1	Project Management	Jan-21 to Dec-21
2	Conduct Effectiveness Study	Jan-21 to Dec-21

Table 2. Proposed Project Schedule

Calendar Year & Quarter	2021											
	Q1			Q2			Q3			Q4		
Task and Deliverables	J	F	M	A	M	J	J	A	S	O	N	D
Task 1. Project Management												
1.1 Project Schedule Maintenance												
1.2 Project Status Reports												
1.3 Client Check-In Meetings												
Task 2. Evaluate Program Effectiveness												
2.1 Identify Test/Control Audience												
2.2 Design Effectiveness Study												
2.2.1 Detailed Study Design Proposal												
<i>Ecology Review</i>												
2.2.2 Quality Assurance Project Plan												
<i>Ecology Review</i>												
2.3 Conduct Study – Data Collection												
2.3.1 Survey Test/Control Audiences												
2.4 Effectiveness Evaluation												
2.5 Report Results & Recommendations												
2.5.1 Annual Report												
2.5.2 Final Report (TER)												
<i>Ecology Review</i>												

Exhibit C Consultant Labor Costs and Non-Salary Reimbursable Costs

The estimated total contract amount to complete the professional services identified in this Scope of Services is offered on a time-and-materials basis not-to-exceed \$49,998. Actual costs incurred will be billed to the client based on a direct labor rate x 3.0 multiplier plus project related expenses. All expenses (includes sub-consultant fees) will be billed at cost plus a 5% markup. Exhibit D provides a summary of the contract fees by task.

Exhibit D Budget for Each Task

Table 1. Summary of Fees by Task

Task #	Task Title	Fees
1	Project Management	\$5,811
2	Conduct Effectiveness Study	\$44,187
	Total	\$49,998



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: February 16, 2021

Item Title/Agenda Subject: Bid Call 2020-33 - Bull Road Utility Extension Project

Submitted by: Josh Mattson Public Works & Utilities

Recommended Action or Motion: Award bid call 2020-33 to Belsaas and Smith Construction in the amount of \$4,254,204.86, the lowest responsive and responsible bidder.

Background/Summary: Bids were received on Wednesday, January 27, 2021 for the above-mentioned project. Belsaas and Smith Construction Inc. was the lowest responsive and responsible bidder in the amount of \$4,254,204.86. Council is being requested to award the bid to Belsaas and Smith Construction.

The project includes extension of City utilities including new sewer main, water main, natural gas main, and spare conduit for future underground electrical power distribution on Berry Rd from about 900 feet east of Canyon Rd to Bull Rd and on Bull Rd from Berry Rd to Umptanum Rd. Future electrical power conduits will also be extended on Bull Rd from Umptanum Rd to Mountain View Ave. The project includes improving the East Wilson Creek stream crossing on Berry Rd, improving the crossing of Bull Canal just south of I-90, and utilizing the existing Bull Rd tunnel to install the new utilities across I-90.

RH2 designed and prepared bid specifications for this project, Bid Call #2020-33. RH2 has provided the attached recommendation to award the bid to the lowest responsive and responsible bidder. The Ellensburg Utility Advisory Committee concurred with a staff recommendation, at its January 21, 2021 meeting, to take award of the bid directly to City Council for approval due to timing restrictions of necessary construction activities. City staff will provide construction administration for this bid call.

Previous Council Action: June 16, 2016 Regular Council Meeting - Council authorized

the City Manager to execute the 'Cost Plus Fixed Fee' contract with RH2 Engineering Inc. to perform professional engineering design services for Phase One of the project in the amount of \$179,997.00, consisting of right-of-way acquisition and preliminary design of the utility crossing for I-90.

January 17, 2017 Regular Council Meeting - Council authorized the City Manager to execute 'Contract Amendment No. 1' with RH2 Engineering Inc. for a no change in cost time extension for Phase One of the project.

January 2, 2018 Regular Council Meeting - Council authorized the City Manager to execute 'Contract Amendment No. 2' with RH2 Engineering Inc. for a no change in cost time extension for Phase One of the project.

October 1, 2018 Regular Council Meeting – Council authorized the City Manager to execute a purchase and sale agreement, quit claim deed, and any other related documents necessary to complete the acquisition of Bull Road tunnel access rights with Kenneth and Cathy Hash.

January 7, 2019 Regular Council Meeting - Council authorized the City Manager to execute 'Contract Amendment No. 3' with RH2 Engineering Inc. for a no change in cost time extension for Phase One of the project.

March 4, 2019 Regular Council Meeting – Council authorized the City Manager to execute purchase and sale agreements, a utility easement, a quit claim deed, and any other related documents necessary to complete the acquisition of the utility easement and Bull Road tunnel access rights with Fenceline LLC.

May 20, 2019 Regular Council Meeting - Council authorized the City Manager to execute 'Contract Amendment No. 4' with RH2 Engineering Inc. for Phase Two, a \$204,638.00 contract increase, and a time extension to December 31st, 2020 to complete final design for the project.

November 19, 2020 Regular Council Meeting - Council authorized the City Manager to execute 'Contract Amendment

No. 5' with RH2 Engineering Inc. for a \$120,796.00 contract cost increase and a time extension to June 30th for Phase Two of the project.

Analysis:

The project was advertised, and bids were received as follows:

Belsaas and Smith Construction:	\$4,254,204.86
LaRiviere, Inc.:	\$4,364,715.53
Advantage Dirt Contractors:	\$4,761,825.57
Granite Construction Co.:	\$5,090,407.57
Strider Construction Co.:	\$5,283,602.86
Johansen Construction Co, LLC.:	\$5,651,882.69
Hurst Construction Co.:	Non-Responsive
Engineer's Estimate:	\$5,366,318.85

Hurst Construction Co. was found non-responsive due to submittal of an incomplete bid package. The low bid submitted by Belsaas and Smith Construction is below the engineer's estimate.

Financial Impact:

The total project is estimated to cost \$4,254,204.86. The project cost will be split between four utility funds: water, sewer, natural gas, and light for improvements to each respective utility. Expenses for each utility are included in the 2021/2022 Biennial budget. Bonds are currently being secured for the funding of the water and sewer portions of the contract.

Water utility improvements are estimated to cost \$1,322,194.03. This portion of the project will be funded through the Water Fund.

Sewer utility improvements are estimated to cost \$1,318,266.91. This portion of the project will be funded through the Sewer Fund.

Natural gas utility improvements are estimated to cost \$744,303.61. This portion of the project will be funded through the Gas Fund.

Light utility improvements are estimated to cost \$869,440.31. This portion of the project will be funded through the Light Fund.

Attachments:

[20210201-Ltr-ELL-Bid Review](#)

February 1, 2021

City of Ellensburg Public Works & Utilities
ATTN: Derek Mayo
501 N. Anderson St
Ellensburg, WA 98926

Sent via: Email

**Subject: Evaluation of Bids and Recommendation of Award for the
Bull Road Utility Extension Project**

Dear Mr. Mayo:

This letter presents our recommendation of award and summarizes our review of the seven bids received on January 27, 2021, for the Bull Road Utility Extension Project.

Seven proposals were received by the City of Ellensburg (City) at the time of bid opening on Wednesday, January 27, 2021 at 3:00 pm. One of the seven bids was deemed non-responsive during review due to an incomplete bid submittal. This non-responsive bid would not have changed the outcome or current recommendation of award.

Belsaas & Smith Construction, Inc. of Ellensburg, Washington, is the apparent low bidder. Their bid of \$4,254,204.86 includes Washington state sales tax.

The submitted bids ranged from a low of \$4,254,204.86 to a high of \$5,651,882.69. The low bid for the project is approximately 21 percent below RH2's opinion of probable construction cost of \$5,366,318.85.

Belsaas & Smith has included a bid bond from Travelers Casualty and Surety Company of America in the amount of 5 percent of the bid. Travelers Casualty and Surety Company of America is listed by the State of Washington as active and has a rating by AM Best of A++ (Superior).

Based on our review of the bidding document requirements in the contract we consider Belsaas & Smith's proposal to be in compliance with the contract.

**WASHINGTON
LOCATIONS**

Bellingham
Bothell (Corporate)
East Wenatchee
Issaquah
Richland
Tacoma

**OREGON
LOCATIONS**

Medford
Portland

In summary, we recommend award of the Bull Road Utility Extension Project to Belsaas & Smith Construction, Inc.

Sincerely,

RH2 ENGINEERING, INC.



Paul Young, PE

Project Engineer

PY/kj

Attachment: Bid Tabulation



Bull Road Utility Extension
Project 15-125; Bid Call 2020-33
Bid Opening: January 27, 2021 3:00 p.m.

Item	Description	Unit	Quantity	Belsaas & Smith Construction, Inc.		LaRiviere, Inc.		Engineer's Estimate	
				Unit Price	Unit Total	Unit Price	Unit Total	Unit Price	Unit Total
1	MOBILIZATION	LS	1	\$ 320,000.00	\$ 320,000.00	\$ 400,000.00	\$ 400,000.00	\$ 367,040.72	\$ 367,040.72
2	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS	1	\$ 79,000.00	\$ 79,000.00	\$ 63,720.00	\$ 63,720.00	\$ 20,000.00	\$ 20,000.00
3	ROADWAY EXCAVATION INCL. HAUL	CY	6,345	\$ 16.00	\$ 101,520.00	\$ 9.00	\$ 57,105.00	\$ 20.00	\$ 126,900.00
4	EMBANKMENT COMPACTION	CY	2,000	\$ 5.00	\$ 10,000.00	\$ 12.00	\$ 24,000.00	\$ 10.00	\$ 20,000.00
5	CONTRACTOR DESIGNED BURIED STRUCTURE NO. 1 - WILSON CREEK	LS	1	\$ 209,000.00	\$ 209,000.00	\$ 132,209.00	\$ 132,209.00	\$ 300,000.00	\$ 300,000.00
6	CONTRACTOR DESIGNED BURIED STRUCTURE NO. 2 - BULL DITCH	LS	1	\$ 175,000.00	\$ 175,000.00	\$ 98,966.00	\$ 98,966.00	\$ 127,000.00	\$ 127,000.00
7	LYLE CREEK REDIRECT	LS	1	\$ 27,000.00	\$ 27,000.00	\$ 35,338.00	\$ 35,338.00	\$ 25,500.00	\$ 25,500.00
8	TEMPORARY STREAM DIVERSION AT WILSON CREEK STA 15+15B	LS	1	\$ 22,000.00	\$ 22,000.00	\$ 17,328.00	\$ 17,328.00	\$ 35,000.00	\$ 35,000.00
9	TEMPORARY STREAM DIVERSION AT WILSON CREEK STA 15+35A	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 17,328.00	\$ 17,328.00	\$ 10,000.00	\$ 10,000.00
10	TEMPORARY STREAM DIVERSION AT WILSON CREEK STA 26+75B	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 17,328.00	\$ 17,328.00	\$ 10,000.00	\$ 10,000.00
11	FISH EXCLUSION AT WILSON CREEK STA 15+15B	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 4,588.00	\$ 4,588.00	\$ 10,000.00	\$ 10,000.00
12	FISH EXCLUSION AT WILSON CREEK STA 15+15A	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 5,735.00	\$ 5,735.00	\$ 10,000.00	\$ 10,000.00
13	FISH EXCLUSION AT WILSON CREEK STA 26+75B	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 4,588.00	\$ 4,588.00	\$ 10,000.00	\$ 10,000.00
14	TRENCH DEWATERING FOR BURIED STRUCTURE NO. 1	LS	1	\$ 18,000.00	\$ 18,000.00	\$ 1,485.00	\$ 1,485.00	\$ 10,000.00	\$ 10,000.00
15	TRENCH DEWATERING FOR BURIED STRUCTURE NO. 2	LS	1	\$ 18,000.00	\$ 18,000.00	\$ 1,485.00	\$ 1,485.00	\$ 10,000.00	\$ 10,000.00
16	PLAIN ST CULV PIPE ARCH 0.079 IN. TH., 64 IN. X 43 IN.	LS	1	\$ 17,800.00	\$ 17,800.00	\$ 19,758.00	\$ 19,758.00	\$ 5,000.00	\$ 5,000.00
17	CORRUGATED POLYETHYLENE CULVERT PIPE 12 IN. DIAM.	LF	30	\$ 80.00	\$ 2,400.00	\$ 85.00	\$ 2,550.00	\$ 40.00	\$ 1,200.00
18	PVC SANITARY SEWER PIPE 12 IN. DIAM.	LF	4,510	\$ 54.00	\$ 243,540.00	\$ 53.00	\$ 239,030.00	\$ 100.00	\$ 451,000.00
19	PVC SANITARY SEWER PIPE 15 IN. DIAM.	LF	800	\$ 64.00	\$ 51,200.00	\$ 54.00	\$ 43,200.00	\$ 145.00	\$ 116,000.00
20	C900 SANITARY SEWER PIPE 16 IN. DIAM.	LF	350	\$ 94.00	\$ 32,900.00	\$ 105.00	\$ 36,750.00	\$ 165.00	\$ 57,750.00
21	STEEL CASING SLEEVE 24 IN. DIAM SEWER	LF	570	\$ 140.00	\$ 79,800.00	\$ 207.00	\$ 117,990.00	\$ 160.00	\$ 91,200.00
22	MANHOLE 48 IN. DIAM. TYPE 1	EA	10	\$ 4,900.00	\$ 49,000.00	\$ 3,592.00	\$ 35,920.00	\$ 5,000.00	\$ 50,000.00
23	MANHOLE 48 IN. DIAM. TYPE 1 WITH ANTI-BUOYANCE BASE	EA	9	\$ 5,700.00	\$ 51,300.00	\$ 4,279.00	\$ 38,511.00	\$ 6,000.00	\$ 54,000.00
24	DROP CONNECTION MANHOLE 48 IN. DIAM. TYPE 1 WITH ANTI-BUOYANCY BASE	EA	1	\$ 10,000.00	\$ 10,000.00	\$ 9,039.00	\$ 9,039.00	\$ 7,500.00	\$ 7,500.00
25	CONNECTION TO EXISTING SEWER AT UMPATANUM ROAD	EA	1	\$ 3,400.00	\$ 3,400.00	\$ 1,852.00	\$ 1,852.00	\$ 5,000.00	\$ 5,000.00
26	CONNECTION TO EXISTING SEWER AT BERRY ROAD	EA	1	\$ 3,400.00	\$ 3,400.00	\$ 1,980.00	\$ 1,980.00	\$ 5,000.00	\$ 5,000.00
27	TRENCH DEWATERING FOR SEWER	LS	1	\$ 45,000.00	\$ 45,000.00	\$ 22,138.00	\$ 22,138.00	\$ 30,000.00	\$ 30,000.00
28	STUB OUT FOR FUTURE CONNECTION	EA	3	\$ 1,400.00	\$ 4,200.00	\$ 1,522.00	\$ 4,566.00	\$ 1,000.00	\$ 3,000.00
29	ADJUST MANHOLE	EA	4	\$ 600.00	\$ 2,400.00	\$ 879.00	\$ 3,516.00	\$ 1,000.00	\$ 4,000.00
30	HYDRANT ASSEMBLY	EA	7	\$ 6,100.00	\$ 42,700.00	\$ 5,586.00	\$ 39,102.00	\$ 6,000.00	\$ 42,000.00
31	DUCTILE IRON PIPE FOR WATER MAIN 6 IN. DIAM.	LF	130	\$ 55.00	\$ 7,150.00	\$ 53.00	\$ 6,890.00	\$ 80.00	\$ 10,400.00
32	DUCTILE IRON PIPE FOR WATER MAIN 12 IN. DIAM.	LF	5,700	\$ 76.00	\$ 433,200.00	\$ 74.00	\$ 421,800.00	\$ 125.00	\$ 712,500.00
33	C900 PVC CASING SLEEVE 18 IN. DIAM. WATER	LF	470	\$ 70.00	\$ 32,900.00	\$ 70.00	\$ 32,900.00	\$ 100.00	\$ 47,000.00
34	STEEL CASING SLEEVE 18 IN. DIAM. WATER	LF	330	\$ 130.00	\$ 42,900.00	\$ 158.00	\$ 52,140.00	\$ 140.00	\$ 46,200.00
35	STEEL CASING SLEEVE 24 IN. DIAM WATER	LF	260	\$ 140.00	\$ 36,400.00	\$ 169.00	\$ 43,940.00	\$ 160.00	\$ 41,600.00
36	CDF ENCASEMENT	EA	2	\$ 2,000.00	\$ 4,000.00	\$ 7,270.00	\$ 14,540.00	\$ 100.00	\$ 200.00
37	COMB. AIR RELEASE / AIR VACUUM VALVE ASSEMBLY	EA	1	\$ 4,600.00	\$ 4,600.00	\$ 2,848.00	\$ 2,848.00	\$ 5,000.00	\$ 5,000.00
38	TRENCH DEWATERING FOR WATER MAIN	LS	1	\$ 9,000.00	\$ 9,000.00	\$ 11,069.00	\$ 11,069.00	\$ 20,000.00	\$ 20,000.00
39	BUTTERFLY VALVE 12 IN. DIAM	EA	12	\$ 2,250.00	\$ 27,000.00	\$ 2,624.00	\$ 31,488.00	\$ 4,000.00	\$ 48,000.00
40	CONNECTION TO EXISTING 12 IN. MAIN AT UMPATANUM ROAD	LS	1	\$ 4,500.00	\$ 4,500.00	\$ 3,266.00	\$ 3,266.00	\$ 5,000.00	\$ 5,000.00
41	CONNECTION TO EXISTING 12 IN. MAIN AT BERRY ROAD	LS	1	\$ 4,500.00	\$ 4,500.00	\$ 2,975.00	\$ 2,975.00	\$ 5,000.00	\$ 5,000.00
42	WATER SERVICE STUB INSTALLATION	EA	3	\$ 1,900.00	\$ 5,700.00	\$ 5,409.00	\$ 16,227.00	\$ 1,000.00	\$ 3,000.00
43	ADJUST VALVE BOX	EA	2	\$ 550.00	\$ 1,100.00	\$ 323.00	\$ 646.00	\$ 500.00	\$ 1,000.00
44	DRY UTILITY SYSTEM COMPLETE	LS	1	\$ 386,000.00	\$ 386,000.00	\$ 685,312.00	\$ 685,312.00	\$ 380,000.00	\$ 380,000.00
45	STEEL CASING SLEEVE 24 IN. DIAM. DRY UTILITIES	LF	310	\$ 140.00	\$ 43,400.00	\$ 210.00	\$ 65,100.00	\$ 150.00	\$ 46,500.00
46	STEEL CASING SLEEVE 12 IN. DIAM. DRY UTILITIES	LF	260	\$ 60.00	\$ 15,600.00	\$ 100.00	\$ 26,000.00	\$ 100.00	\$ 26,000.00
47	TRENCH DEWATERING FOR DRY UTILITIES	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 7,846.00	\$ 7,846.00	\$ 5,000.00	\$ 5,000.00
48	POLY PIPE FOR GAS MAIN 4 IN. DIAM.	LF	5,510	\$ 33.00	\$ 181,830.00	\$ 15.00	\$ 82,650.00	\$ 25.00	\$ 137,750.00
49	GAS MAIN VALVE 4 IN.	EA	9	\$ 1,980.00	\$ 17,820.00	\$ 1,092.00	\$ 9,828.00	\$ 500.00	\$ 4,500.00
50	NATURAL GAS CASING VENT	EA	2	\$ 3,200.00	\$ 6,400.00	\$ 813.00	\$ 1,626.00	\$ 1,500.00	\$ 3,000.00
51	SDR 11 HDPE CASING SLEEVE 8 IN. DIAM. GAS	LF	320	\$ 63.00	\$ 20,160.00	\$ 67.00	\$ 21,440.00	\$ 80.00	\$ 25,600.00
52	TRENCH DEWATERING FOR GAS	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 7,846.00	\$ 7,846.00	\$ 10,000.00	\$ 10,000.00
53	CRUSHED SURFACING BASE COURSE	TON	7,100	\$ 21.00	\$ 149,100.00	\$ 21.00	\$ 149,100.00	\$ 27.50	\$ 195,250.00
54	CRUSHED SURFACING TOP COURSE	TON	2,680	\$ 26.00	\$ 69,680.00	\$ 24.00	\$ 64,320.00	\$ 27.50	\$ 73,700.00
55	COMMERCIAL HMA	TON	280	\$ 117.00	\$ 32,760.00	\$ 115.00	\$ 32,200.00	\$ 150.00	\$ 42,000.00
56	HMA CL. 1/2" PG 64-28	TON	2,870	\$ 84.00	\$ 241,080.00	\$ 85.00	\$ 243,950.00	\$ 120.00	\$ 344,400.00

Bull Road Utility Extension
 Project 15-125; Bid Call 2020-33
 Bid Opening: January 27, 2021 3:00 p.m.

Item	Description	Unit	Quantity	Belsaas & Smith Construction, Inc.		LaRiviere, Inc.		Engineer's Estimate	
				Unit Price	Unit Total	Unit Price	Unit Total	Unit Price	Unit Total
57	PVC IRRIGATION 15 IN. DIAM.	LF	460	\$ 46.00	\$ 21,160.00	\$ 41.00	\$ 18,860.00	\$ 30.00	\$ 13,800.00
58	BULL DITCH TURNOUT AND VALVE	LS	1	\$ 7,000.00	\$ 7,000.00	\$ 3,151.00	\$ 3,151.00	\$ 10,000.00	\$ 10,000.00
59	IRRIGATION CONNECTION SOUTH OF BERRY ROAD AND VALVES	LS	1	\$ 7,400.00	\$ 7,400.00	\$ 9,736.00	\$ 9,736.00	\$ 10,000.00	\$ 10,000.00
60	LANDSCAPE IRRIGATION SYSTEM	LS	1	\$ 9,000.00	\$ 9,000.00	\$ 22,695.00	\$ 22,695.00	\$ 20,000.00	\$ 20,000.00
61	EROSION CONTROL AND WATER POLLUTION PREVENTION	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 17,205.00	\$ 17,205.00	\$ 90,000.00	\$ 90,000.00
62	SEEDING, FERTILIZING AND MULCHING	ARCE	0.25	\$ 9,000.00	\$ 2,250.00	\$ 11,241.00	\$ 2,810.25	\$ 5,000.00	\$ 1,250.00
63	PSIPE ROSA WOODSII, NO. 1 CONT.	EA	48	\$ 26.00	\$ 1,248.00	\$ 29.00	\$ 1,392.00	\$ 15.00	\$ 720.00
64	PSIPE LONICERA INVOLUCRATA, NO. 1 CONT.	EA	60	\$ 26.00	\$ 1,560.00	\$ 29.00	\$ 1,740.00	\$ 15.00	\$ 900.00
65	PSIPE RIBES AUREUM, NO. 1 CONT.	EA	53	\$ 26.00	\$ 1,378.00	\$ 29.00	\$ 1,537.00	\$ 15.00	\$ 795.00
66	PSIPE PHILADELPHUS LEWISII, NO. 1 CONT.	EA	47	\$ 26.00	\$ 1,222.00	\$ 29.00	\$ 1,363.00	\$ 15.00	\$ 705.00
67	PSIPE CRATAEGUS DOUGLASII, NO. 1 CONT.	EA	48	\$ 26.00	\$ 1,248.00	\$ 29.00	\$ 1,392.00	\$ 15.00	\$ 720.00
68	PSIPE SALIX AMYGDALOIDES, LIVE STAKE	EA	114	\$ 18.00	\$ 2,052.00	\$ 29.00	\$ 3,306.00	\$ 7.00	\$ 798.00
69	PSIPE SALIX LASIANDRA, LIVE STAKE	EA	114	\$ 18.00	\$ 2,052.00	\$ 29.00	\$ 3,306.00	\$ 7.00	\$ 798.00
70	PSIPE CORNUS SERICEA, LIVE STAKE	EA	357	\$ 18.00	\$ 6,426.00	\$ 29.00	\$ 10,353.00	\$ 7.00	\$ 2,499.00
71	PSIPE SALIX SITCHENSIS, LIVE STAKE	EA	357	\$ 18.00	\$ 6,426.00	\$ 29.00	\$ 10,353.00	\$ 7.00	\$ 2,499.00
72	BARK OR WOOD CHIP MULCH	SY	800	\$ 8.00	\$ 6,400.00	\$ 6.00	\$ 4,800.00	\$ 9.00	\$ 7,200.00
73	TOPSOIL TYPE A	SY	800	\$ 8.00	\$ 6,400.00	\$ 9.00	\$ 7,200.00	\$ 15.00	\$ 12,000.00
74	EROSION CONTROL BLANKET	SY	365	\$ 4.00	\$ 1,460.00	\$ 5.00	\$ 1,825.00	\$ 5.00	\$ 1,825.00
75	CEMENT CONC. TRAFFIC CURB AND GUTTER	LF	75	\$ 50.00	\$ 3,750.00	\$ 46.00	\$ 3,450.00	\$ 10.00	\$ 750.00
76	PAINT LINE	LF	1,300	\$ 2.00	\$ 2,600.00	\$ 2.00	\$ 2,600.00	\$ 0.50	\$ 650.00
77	PROJECT TEMPORARY TRAFFIC CONTROL	LS	1	\$ 40,000.00	\$ 40,000.00	\$ 45,115.00	\$ 45,115.00	\$ 50,000.00	\$ 50,000.00
78	PERMANENT SIGNING	LS	1	\$ 2,700.00	\$ 2,700.00	\$ 2,650.00	\$ 2,650.00	\$ 5,000.00	\$ 5,000.00
79	RECORD DRAWINGS (\$5,000 MIN BID)	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 6,882.00	\$ 6,882.00	\$ 10,000.00	\$ 10,000.00
80	POTHOLING	EA	27	\$ 210.00	\$ 5,670.00	\$ 748.00	\$ 20,196.00	\$ 100.00	\$ 2,700.00
81	REMOVAL AND REPLACEMENT OF UNSUITABLE MATERIAL	CY	3,000	\$ 20.00	\$ 60,000.00	\$ 22.00	\$ 66,000.00	\$ 50.00	\$ 150,000.00
82	ADJUST MONUMENT CASE AND COVER	EA	2	\$ 1,000.00	\$ 2,000.00	\$ 574.00	\$ 1,148.00	\$ 500.00	\$ 1,000.00
83	CEMENT CONC. SIDEWALK	SY	40	\$ 85.00	\$ 3,400.00	\$ 57.00	\$ 2,280.00	\$ 200.00	\$ 8,000.00
84	SELF-COMPACTING FILL	LS	1	\$ 142,000.00	\$ 142,000.00	\$ 77,786.00	\$ 77,786.00	\$ 123,500.00	\$ 123,500.00
85	SHORING OR EXTRA EXCAVATION CLASS A	LS	1	\$ 11,000.00	\$ 11,000.00	\$ 7,456.00	\$ 7,456.00	\$ 10,000.00	\$ 10,000.00
86	SHORING OR EXTRA EXCAVATION CLASS B	LS	1	\$ 11,000.00	\$ 11,000.00	\$ 7,456.00	\$ 7,456.00	\$ 10,000.00	\$ 10,000.00
87	ROADWAY SURVEYING	LS	1	\$ 43,000.00	\$ 43,000.00	\$ 58,314.00	\$ 58,314.00	\$ 40,000.00	\$ 40,000.00
88	SWING GATE	EA	1	\$ 4,700.00	\$ 4,700.00	\$ 574.00	\$ 574.00	\$ 15,000.00	\$ 15,000.00
89	CHAIN LINK FENCE	LF	35	\$ 95.00	\$ 3,325.00	\$ 35.00	\$ 1,225.00	\$ 50.00	\$ 1,750.00
90	WIRE FENCE	LF	750	\$ 12.00	\$ 9,000.00	\$ 12.00	\$ 9,000.00	\$ 50.00	\$ 37,500.00
91	ROADSIDE CLEANUP	DOL	50,000	\$ 1.00	\$ 50,000.00	\$ 1.00	\$ 50,000.00	\$ 1.00	\$ 50,000.00
92	SPCC PLAN	DOL	10,000	\$ 1.00	\$ 10,000.00	\$ 1.00	\$ 10,000.00	\$ 1.00	\$ 10,000.00
SUBTOTAL					\$ 3,928,167.00		\$ 4,030,208.25		\$ 4,955,049.72
SALES TAX - 8.3%					\$ 326,037.86		\$ 334,507.28		\$ 411,269.13
TOTAL BID					\$ 4,254,204.86		\$ 4,364,715.53		\$ 5,366,318.85

Bull Road Utility Extension
 Project 15-125; Bid Call 2020-33
 Bid Opening: January 27, 2021 3:00 p.m.

Item	Description	Unit	Quantity	Advantage Dirt Contractors		Granite Construction Company		Engineer's Estimate	
				Unit Price	Unit Total	Unit Price	Unit Total	Unit Price	Unit Total
1	MOBILIZATION	LS	1	\$ 284,854.93	\$ 284,854.93	\$ 160,000.00	\$ 160,000.00	\$ 367,040.72	\$ 367,040.72
2	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS	1	\$ 21,767.91	\$ 21,767.91	\$ 34,000.00	\$ 34,000.00	\$ 20,000.00	\$ 20,000.00
3	ROADWAY EXCAVATION INCL. HAUL	CY	6345	\$ 18.19	\$ 115,415.55	\$ 17.00	\$ 107,865.00	\$ 20.00	\$ 126,900.00
4	EMBANKMENT COMPACTION	CY	2000	\$ 10.86	\$ 21,720.00	\$ 7.00	\$ 14,000.00	\$ 10.00	\$ 20,000.00
5	CONTRACTOR DESIGNED BURIED STRUCTURE NO. 1 - WILSON CREEK	LS	1	\$ 136,266.48	\$ 136,266.48	\$ 160,000.00	\$ 160,000.00	\$ 300,000.00	\$ 300,000.00
6	CONTRACTOR DESIGNED BURIED STRUCTURE NO. 2 - BULL DITCH	LS	1	\$ 110,162.39	\$ 110,162.39	\$ 111,000.00	\$ 111,000.00	\$ 127,000.00	\$ 127,000.00
7	LYLE CREEK REDIRECT	LS	1	\$ 6,710.02	\$ 6,710.02	\$ 12,200.00	\$ 12,200.00	\$ 25,500.00	\$ 25,500.00
8	TEMPORARY STREAM DIVERSION AT WILSON CREEK STA 15+15B	LS	1	\$ 15,550.57	\$ 15,550.57	\$ 13,400.00	\$ 13,400.00	\$ 35,000.00	\$ 35,000.00
9	TEMPORARY STREAM DIVERSION AT LYLE CREEK STA 15+35A	LS	1	\$ 15,237.17	\$ 15,237.17	\$ 16,300.00	\$ 16,300.00	\$ 10,000.00	\$ 10,000.00
10	TEMPORARY STREAM DIVERSION AT LYLE CREEK STA 26+75B	LS	1	\$ 11,697.15	\$ 11,697.15	\$ 11,900.00	\$ 11,900.00	\$ 10,000.00	\$ 10,000.00
11	FISH EXCLUSION AT WILSON CREEK STA 15+15B	LS	1	\$ 3,558.50	\$ 3,558.50	\$ 1,000.00	\$ 1,000.00	\$ 10,000.00	\$ 10,000.00
12	FISH EXCLUSION AT LYLE CREEK STA 15+15A	LS	1	\$ 3,558.50	\$ 3,558.50	\$ 1,000.00	\$ 1,000.00	\$ 10,000.00	\$ 10,000.00
13	FISH EXCLUSION AT LYLE CREEK STA 26+75B	LS	1	\$ 3,558.50	\$ 3,558.50	\$ 1,000.00	\$ 1,000.00	\$ 10,000.00	\$ 10,000.00
14	TRENCH DEWATERING FOR BURIED STRUCTURE NO. 1	LS	1	\$ 14,358.25	\$ 14,358.25	\$ 18,800.00	\$ 18,800.00	\$ 10,000.00	\$ 10,000.00
15	TRENCH DEWATERING FOR BURIED STRUCTURE NO. 2	LS	1	\$ 11,003.43	\$ 11,003.43	\$ 18,800.00	\$ 18,800.00	\$ 10,000.00	\$ 10,000.00
16	PLAIN ST CULV PIPE ARCH 0.079 IN. TH., 64 IN. X 43 IN.	LS	1	\$ 27,649.95	\$ 27,649.95	\$ 25,000.00	\$ 25,000.00	\$ 5,000.00	\$ 5,000.00
17	CORRUGATED POLYETHYLENE CULVERT PIPE 12 IN. DIAM.	LF	30	\$ 30.06	\$ 901.80	\$ 58.00	\$ 1,740.00	\$ 40.00	\$ 1,200.00
18	PVC SANITARY SEWER PIPE 12 IN. DIAM.	LF	4510	\$ 65.03	\$ 293,285.30	\$ 77.00	\$ 347,270.00	\$ 100.00	\$ 451,000.00
19	PVC SANITARY SEWER PIPE 15 IN. DIAM.	LF	800	\$ 73.95	\$ 59,160.00	\$ 87.00	\$ 69,600.00	\$ 145.00	\$ 116,000.00
20	C900 SANITARY SEWER PIPE 16 IN. DIAM.	LF	350	\$ 83.47	\$ 29,214.50	\$ 80.00	\$ 28,000.00	\$ 165.00	\$ 57,750.00
21	STEEL CASING SLEEVE 24 IN. DIAM SEWER	LF	570	\$ 201.19	\$ 114,678.30	\$ 200.00	\$ 114,000.00	\$ 160.00	\$ 91,200.00
22	MANHOLE 48 IN. DIAM. TYPE 1	EA	10	\$ 4,339.76	\$ 43,397.60	\$ 5,100.00	\$ 51,000.00	\$ 5,000.00	\$ 50,000.00
23	MANHOLE 48 IN. DIAM. TYPE 1 WITH ANTI-BUOYANCE BASE	EA	9	\$ 5,332.84	\$ 47,995.56	\$ 5,100.00	\$ 45,900.00	\$ 6,000.00	\$ 54,000.00
24	DROP CONNECTION MANHOLE 48 IN. DIAM. TYPE 1 WITH ANTI-BUOYANCY BASE	EA	1	\$ 7,728.77	\$ 7,728.77	\$ 13,000.00	\$ 13,000.00	\$ 7,500.00	\$ 7,500.00
25	CONNECTION TO EXISTING SEWER AT UMPTANUM ROAD	EA	1	\$ 5,180.45	\$ 5,180.45	\$ 4,500.00	\$ 4,500.00	\$ 5,000.00	\$ 5,000.00
26	CONNECTION TO EXISTING SEWER AT BERRY ROAD	EA	1	\$ 2,917.07	\$ 2,917.07	\$ 1,500.00	\$ 1,500.00	\$ 5,000.00	\$ 5,000.00
27	TRENCH DEWATERING FOR SEWER	LS	1	\$ 96,130.28	\$ 96,130.28	\$ 127,000.00	\$ 127,000.00	\$ 30,000.00	\$ 30,000.00
28	STUB OUT FOR FUTURE CONNECTION	EA	3	\$ 1,735.42	\$ 5,206.26	\$ 1,619.00	\$ 4,857.00	\$ 1,000.00	\$ 3,000.00
29	ADJUST MANHOLE	EA	4	\$ 414.75	\$ 1,659.00	\$ 835.00	\$ 3,340.00	\$ 1,000.00	\$ 4,000.00
30	HYDRANT ASSEMBLY	EA	7	\$ 5,848.00	\$ 40,936.00	\$ 6,100.00	\$ 42,700.00	\$ 6,000.00	\$ 42,000.00
31	DUCTILE IRON PIPE FOR WATER MAIN 6 IN. DIAM.	LF	130	\$ 66.25	\$ 8,612.50	\$ 83.00	\$ 10,790.00	\$ 80.00	\$ 10,400.00
32	DUCTILE IRON PIPE FOR WATER MAIN 12 IN. DIAM.	LF	5700	\$ 72.91	\$ 415,587.00	\$ 101.00	\$ 575,700.00	\$ 125.00	\$ 712,500.00
33	C900 PVC CASING SLEEVE 18 IN. DIAM. WATER	LF	470	\$ 74.17	\$ 34,859.90	\$ 102.00	\$ 47,940.00	\$ 100.00	\$ 47,000.00
34	STEEL CASING SLEEVE 18 IN. DIAM. WATER	LF	330	\$ 133.85	\$ 44,170.50	\$ 174.00	\$ 57,420.00	\$ 140.00	\$ 46,200.00
35	STEEL CASING SLEEVE 24 IN. DIAM WATER	LF	260	\$ 188.83	\$ 49,095.80	\$ 210.00	\$ 54,600.00	\$ 160.00	\$ 41,600.00
36	CDF ENCASEMENT	EA	2	\$ 915.38	\$ 1,830.76	\$ 635.00	\$ 1,270.00	\$ 100.00	\$ 200.00
37	COMB. AIR RELEASE / AIR VACUUM VALVE ASSEMBLY	EA	1	\$ 4,158.30	\$ 4,158.30	\$ 4,400.00	\$ 4,400.00	\$ 5,000.00	\$ 5,000.00
38	TRENCH DEWATERING FOR WATER MAIN	LS	1	\$ 31,722.31	\$ 31,722.31	\$ 100,000.00	\$ 100,000.00	\$ 20,000.00	\$ 20,000.00
39	BUTTERFLY VALVE 12 IN. DIAM	EA	12	\$ 2,374.49	\$ 28,493.88	\$ 3,400.00	\$ 40,800.00	\$ 4,000.00	\$ 48,000.00
40	CONNECTION TO EXISTING 12 IN. MAIN AT UMPTANUM ROAD	LS	1	\$ 4,793.98	\$ 4,793.98	\$ 4,200.00	\$ 4,200.00	\$ 5,000.00	\$ 5,000.00
41	CONNECTION TO EXISTING 12 IN. MAIN AT BERRY ROAD	LS	1	\$ 2,905.44	\$ 2,905.44	\$ 4,000.00	\$ 4,000.00	\$ 5,000.00	\$ 5,000.00
42	WATER SERVICE STUB INSTALLATION	EA	3	\$ 2,508.85	\$ 7,526.55	\$ 1,260.00	\$ 3,780.00	\$ 1,000.00	\$ 3,000.00
43	ADJUST VALVE BOX	EA	2	\$ 358.74	\$ 717.48	\$ 600.00	\$ 1,200.00	\$ 500.00	\$ 1,000.00
44	DRY UTILITY SYSTEM COMPLETE	LS	1	\$ 647,867.74	\$ 647,867.74	\$ 470,000.00	\$ 470,000.00	\$ 380,000.00	\$ 380,000.00
45	STEEL CASING SLEEVE 24 IN. DIAM. DRY UTILITIES	LF	310	\$ 195.31	\$ 60,546.10	\$ 194.00	\$ 60,140.00	\$ 150.00	\$ 46,500.00
46	STEEL CASING SLEEVE 12 IN. DIAM. DRY UTILITIES	LF	260	\$ 96.75	\$ 25,155.00	\$ 105.00	\$ 27,300.00	\$ 100.00	\$ 26,000.00
47	TRENCH DEWATERING FOR DRY UTILITIES	LS	1	\$ 26,690.06	\$ 26,690.06	\$ 70,000.00	\$ 70,000.00	\$ 5,000.00	\$ 5,000.00
48	POLY PIPE FOR GAS MAIN 4 IN. DIAM.	LF	5510	\$ 32.52	\$ 179,185.20	\$ 41.00	\$ 225,910.00	\$ 25.00	\$ 137,750.00
49	GAS MAIN VALVE 4 IN.	EA	9	\$ 1,735.72	\$ 15,621.48	\$ 1,374.00	\$ 12,366.00	\$ 500.00	\$ 4,500.00
50	NATURAL GAS CASING VENT	EA	2	\$ 3,220.79	\$ 6,441.58	\$ 16,900.00	\$ 33,800.00	\$ 1,500.00	\$ 3,000.00
51	SDR 11 HDPE CASING SLEEVE 8 IN. DIAM. GAS	LF	320	\$ 41.33	\$ 13,225.60	\$ 67.00	\$ 21,440.00	\$ 80.00	\$ 25,600.00
52	TRENCH DEWATERING FOR GAS	LS	1	\$ 17,713.08	\$ 17,713.08	\$ 70,000.00	\$ 70,000.00	\$ 10,000.00	\$ 10,000.00
53	CRUSHED SURFACING BASE COURSE	TON	7100	\$ 23.27	\$ 165,217.00	\$ 28.00	\$ 198,800.00	\$ 27.50	\$ 195,250.00
54	CRUSHED SURFACING TOP COURSE	TON	2680	\$ 25.41	\$ 68,098.80	\$ 28.00	\$ 75,040.00	\$ 27.50	\$ 73,700.00
55	COMMERCIAL HMA	TON	280	\$ 111.20	\$ 31,136.00	\$ 101.00	\$ 28,280.00	\$ 150.00	\$ 42,000.00
56	HMA CL. 1/2" PG 64-28	TON	2870	\$ 85.62	\$ 245,729.40	\$ 79.00	\$ 226,730.00	\$ 120.00	\$ 344,400.00

Bull Road Utility Extension
 Project 15-125; Bid Call 2020-33
 Bid Opening: January 27, 2021 3:00 p.m.

Item	Description	Unit	Quantity	Advantage Dirt Contractors		Granite Construction Company		Engineer's Estimate	
				Unit Price	Unit Total	Unit Price	Unit Total	Unit Price	Unit Total
57	PVC IRRIGATION 15 IN. DIAM.	LF	460	\$ 34.49	\$ 15,865.40	\$ 66.00	\$ 30,360.00	\$ 30.00	\$ 13,800.00
58	BULL DITCH TURNOUT AND VALVE	LS	1	\$ 4,033.91	\$ 4,033.91	\$ 10,400.00	\$ 10,400.00	\$ 10,000.00	\$ 10,000.00
59	IRRIGATION CONNECTION SOUTH OF BERRY ROAD AND VALVES	LS	1	\$ 8,272.49	\$ 8,272.49	\$ 9,925.00	\$ 9,925.00	\$ 10,000.00	\$ 10,000.00
60	LANDSCAPE IRRIGATION SYSTEM	LS	1	\$ 3,358.45	\$ 3,358.45	\$ 9,000.00	\$ 9,000.00	\$ 20,000.00	\$ 20,000.00
61	EROSION CONTROL AND WATER POLLUTION PREVENTION	LS	1	\$ 40,619.97	\$ 40,619.97	\$ 19,200.00	\$ 19,200.00	\$ 90,000.00	\$ 90,000.00
62	SEEDING, FERTILIZING AND MULCHING	ARCE	0.25	\$ 10,564.31	\$ 2,641.08	\$ 10,140.00	\$ 2,535.00	\$ 5,000.00	\$ 1,250.00
63	PSIPE ROSA WOODSII, NO. 1 CONT.	EA	48	\$ 32.33	\$ 1,551.84	\$ 24.00	\$ 1,152.00	\$ 15.00	\$ 720.00
64	PSIPE LONICERA INVOLUCRATA, NO. 1 CONT.	EA	60	\$ 32.33	\$ 1,939.80	\$ 24.00	\$ 1,440.00	\$ 15.00	\$ 900.00
65	PSIPE RIBES AUREUM, NO. 1 CONT.	EA	53	\$ 32.33	\$ 1,713.49	\$ 24.00	\$ 1,272.00	\$ 15.00	\$ 795.00
66	PSIPE PHILADELPHUS LEWISII, NO. 1 CONT.	EA	47	\$ 32.33	\$ 1,519.51	\$ 24.00	\$ 1,128.00	\$ 15.00	\$ 705.00
67	PSIPE CRATAEGUS DOUGLASII, NO. 1 CONT.	EA	48	\$ 32.33	\$ 1,551.84	\$ 24.00	\$ 1,152.00	\$ 15.00	\$ 720.00
68	PSIPE SALIX AMYGDALOIDES, LIVE STAKE	EA	114	\$ 11.49	\$ 1,309.86	\$ 16.00	\$ 1,824.00	\$ 7.00	\$ 798.00
69	PSIPE SALIX LASIANDRA, LIVE STAKE	EA	114	\$ 11.49	\$ 1,309.86	\$ 16.00	\$ 1,824.00	\$ 7.00	\$ 798.00
70	PSIPE CORNUS SERICEA, LIVE STAKE	EA	357	\$ 11.49	\$ 4,101.93	\$ 16.00	\$ 5,712.00	\$ 7.00	\$ 2,499.00
71	PSIPE SALIX SITCHENSIS, LIVE STAKE	EA	357	\$ 11.49	\$ 4,101.93	\$ 16.00	\$ 5,712.00	\$ 7.00	\$ 2,499.00
72	BARK OR WOOD CHIP MULCH	SY	800	\$ 10.33	\$ 8,264.00	\$ 8.00	\$ 6,400.00	\$ 9.00	\$ 7,200.00
73	TOPSOIL TYPE A	SY	800	\$ 11.27	\$ 9,016.00	\$ 8.00	\$ 6,400.00	\$ 15.00	\$ 12,000.00
74	EROSION CONTROL BLANKET	SY	365	\$ 5.96	\$ 2,175.40	\$ 5.00	\$ 1,825.00	\$ 5.00	\$ 1,825.00
75	CEMENT CONC. TRAFFIC CURB AND GUTTER	LF	75	\$ 66.72	\$ 5,004.00	\$ 69.00	\$ 5,175.00	\$ 10.00	\$ 750.00
76	PAINT LINE	LF	1300	\$ 1.11	\$ 1,443.00	\$ 2.80	\$ 3,640.00	\$ 0.50	\$ 650.00
77	PROJECT TEMPORARY TRAFFIC CONTROL	LS	1	\$ 38,312.61	\$ 38,312.61	\$ 60,000.00	\$ 60,000.00	\$ 50,000.00	\$ 50,000.00
78	PERMANENT SIGNING	LS	1	\$ 2,568.80	\$ 2,568.80	\$ 2,400.00	\$ 2,400.00	\$ 5,000.00	\$ 5,000.00
79	RECORD DRAWINGS (\$5,000 MIN BID)	LS	1	\$ 8,939.79	\$ 8,939.79	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00
80	POTHOLING	EA	27	\$ 460.69	\$ 12,438.63	\$ 365.00	\$ 9,855.00	\$ 100.00	\$ 2,700.00
81	REMOVAL AND REPLACEMENT OF UNSUITABLE MATERIAL	CY	3000	\$ 47.69	\$ 143,070.00	\$ 50.00	\$ 150,000.00	\$ 50.00	\$ 150,000.00
82	ADJUST MONUMENT CASE AND COVER	EA	2	\$ 420.14	\$ 840.28	\$ 900.00	\$ 1,800.00	\$ 500.00	\$ 1,000.00
83	CEMENT CONC. SIDEWALK	SY	40	\$ 66.72	\$ 2,668.80	\$ 132.00	\$ 5,280.00	\$ 200.00	\$ 8,000.00
84	SELF-COMPACTING FILL	LS	1	\$ 221,483.62	\$ 221,483.62	\$ 190,000.00	\$ 190,000.00	\$ 123,500.00	\$ 123,500.00
85	SHORING OR EXTRA EXCAVATION CLASS A	LS	1	\$ 17,319.45	\$ 17,319.45	\$ 5,700.00	\$ 5,700.00	\$ 10,000.00	\$ 10,000.00
86	SHORING OR EXTRA EXCAVATION CLASS B	LS	1	\$ 19,140.22	\$ 19,140.22	\$ 1,800.00	\$ 1,800.00	\$ 10,000.00	\$ 10,000.00
87	ROADWAY SURVEYING	LS	1	\$ 44,481.30	\$ 44,481.30	\$ 80,000.00	\$ 80,000.00	\$ 40,000.00	\$ 40,000.00
88	SWING GATE	EA	1	\$ 4,726.14	\$ 4,726.14	\$ 4,500.00	\$ 4,500.00	\$ 15,000.00	\$ 15,000.00
89	CHAIN LINK FENCE	LF	35	\$ 96.19	\$ 3,366.65	\$ 87.00	\$ 3,045.00	\$ 50.00	\$ 1,750.00
90	WIRE FENCE	LF	750	\$ 12.23	\$ 9,172.50	\$ 11.00	\$ 8,250.00	\$ 50.00	\$ 37,500.00
91	ROADSIDE CLEANUP	DOL	50000	\$ 1.00	\$ 50,000.00	\$ 1.00	\$ 50,000.00	\$ 1.00	\$ 50,000.00
92	SPCC PLAN	DOL	10000	\$ 1.00	\$ 10,000.00	\$ 1.00	\$ 10,000.00	\$ 1.00	\$ 10,000.00
Subtotal					\$ 4,396,884.18		\$ 4,700,284.00		\$ 4,955,049.72
State Sales Tax - 8.3%					\$ 364,941.39		\$ 390,123.57		\$ 411,269.13
Total					\$ 4,761,825.57		\$ 5,090,407.57		\$ 5,366,318.85

Bull Road Utility Extension
 Project 15-125; Bid Call 2020-33
 Bid Opening: January 27, 2021 3:00 p.m.

Item	Description	Unit	Quantity	Strider Construction Co., Inc.		Johansen Construction Company, LLC.		Engineer's Estimate	
				Unit Price	Unit Total	Unit Price	Unit Total	Unit Price	Unit Total
1	MOBILIZATION	LS	1	\$ 500,000.00	\$ 500,000.00	\$ 522,450.00	\$ 522,450.00	\$ 367,040.72	\$ 367,040.72
2	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 30,000.00	\$ 30,000.00	\$ 20,000.00	\$ 20,000.00
3	ROADWAY EXCAVATION INCL. HAUL	CY	6345	\$ 25.00	\$ 158,625.00	\$ 19.25	\$ 122,141.25	\$ 20.00	\$ 126,900.00
4	EMBANKMENT COMPACTION	CY	2000	\$ 8.00	\$ 16,000.00	\$ 6.25	\$ 12,500.00	\$ 10.00	\$ 20,000.00
5	CONTRACTOR DESIGNED BURIED STRUCTURE NO. 1 - WILSON CREEK	LS	1	\$ 140,000.00	\$ 140,000.00	\$ 160,000.00	\$ 160,000.00	\$ 300,000.00	\$ 300,000.00
6	CONTRACTOR DESIGNED BURIED STRUCTURE NO. 2 - BULL DITCH	LS	1	\$ 90,000.00	\$ 90,000.00	\$ 131,000.00	\$ 131,000.00	\$ 127,000.00	\$ 127,000.00
7	LYLE CREEK REDIRECT	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 14,275.00	\$ 14,275.00	\$ 25,500.00	\$ 25,500.00
8	TEMPORARY STREAM DIVERSION AT WILSON CREEK STA 15+15B	LS	1	\$ 16,000.00	\$ 16,000.00	\$ 28,100.00	\$ 28,100.00	\$ 35,000.00	\$ 35,000.00
9	TEMPORARY STREAM DIVERSION AT LYLE CREEK STA 15+35A	LS	1	\$ 7,500.00	\$ 7,500.00	\$ 44,500.00	\$ 44,500.00	\$ 10,000.00	\$ 10,000.00
10	TEMPORARY STREAM DIVERSION AT LYLE CREEK STA 26+75B	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 4,500.00	\$ 4,500.00	\$ 10,000.00	\$ 10,000.00
11	FISH EXCLUSION AT WILSON CREEK STA 15+15B	LS	1	\$ 3,500.00	\$ 3,500.00	\$ 5,400.00	\$ 5,400.00	\$ 10,000.00	\$ 10,000.00
12	FISH EXCLUSION AT LYLE CREEK STA 15+15A	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 5,400.00	\$ 5,400.00	\$ 10,000.00	\$ 10,000.00
13	FISH EXCLUSION AT LYLE CREEK STA 26+75B	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 5,400.00	\$ 5,400.00	\$ 10,000.00	\$ 10,000.00
14	TRENCH DEWATERING FOR BURIED STRUCTURE NO. 1	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 10,750.00	\$ 10,750.00	\$ 10,000.00	\$ 10,000.00
15	TRENCH DEWATERING FOR BURIED STRUCTURE NO. 2	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 10,750.00	\$ 10,750.00	\$ 10,000.00	\$ 10,000.00
16	PLAIN ST CULV PIPE ARCH 0.079 IN. TH., 64 IN. X 43 IN.	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 21,350.00	\$ 21,350.00	\$ 5,000.00	\$ 5,000.00
17	CORRUGATED POLYETHYLENE CULVERT PIPE 12 IN. DIAM.	LF	30	\$ 35.00	\$ 1,050.00	\$ 64.00	\$ 1,920.00	\$ 40.00	\$ 1,200.00
18	PVC SANITARY SEWER PIPE 12 IN. DIAM.	LF	4510	\$ 65.00	\$ 293,150.00	\$ 88.75	\$ 400,262.50	\$ 100.00	\$ 451,000.00
19	PVC SANITARY SEWER PIPE 15 IN. DIAM.	LF	800	\$ 70.00	\$ 56,000.00	\$ 125.25	\$ 100,200.00	\$ 145.00	\$ 116,000.00
20	C900 SANITARY SEWER PIPE 16 IN. DIAM.	LF	350	\$ 65.00	\$ 22,750.00	\$ 119.00	\$ 41,650.00	\$ 165.00	\$ 57,750.00
21	STEEL CASING SLEEVE 24 IN. DIAM SEWER	LF	570	\$ 185.00	\$ 105,450.00	\$ 231.00	\$ 131,670.00	\$ 160.00	\$ 91,200.00
22	MANHOLE 48 IN. DIAM. TYPE 1	EA	10	\$ 6,000.00	\$ 60,000.00	\$ 5,015.00	\$ 50,150.00	\$ 5,000.00	\$ 50,000.00
23	MANHOLE 48 IN. DIAM. TYPE 1 WITH ANTI-BUOYANCE BASE	EA	9	\$ 6,500.00	\$ 58,500.00	\$ 5,150.00	\$ 46,350.00	\$ 6,000.00	\$ 54,000.00
24	DROP CONNECTION MANHOLE 48 IN. DIAM. TYPE 1 WITH ANTI-BUOYANCY BASE	EA	1	\$ 13,000.00	\$ 13,000.00	\$ 4,850.00	\$ 4,850.00	\$ 7,500.00	\$ 7,500.00
25	CONNECTION TO EXISTING SEWER AT UMPTANUM ROAD	EA	1	\$ 4,000.00	\$ 4,000.00	\$ 4,200.00	\$ 4,200.00	\$ 5,000.00	\$ 5,000.00
26	CONNECTION TO EXISTING SEWER AT BERRY ROAD	EA	1	\$ 4,000.00	\$ 4,000.00	\$ 4,200.00	\$ 4,200.00	\$ 5,000.00	\$ 5,000.00
27	TRENCH DEWATERING FOR SEWER	LS	1	\$ 348,000.00	\$ 348,000.00	\$ 35,000.00	\$ 35,000.00	\$ 30,000.00	\$ 30,000.00
28	STUB OUT FOR FUTURE CONNECTION	EA	3	\$ 2,500.00	\$ 7,500.00	\$ 3,200.00	\$ 9,600.00	\$ 1,000.00	\$ 3,000.00
29	ADJUST MANHOLE	EA	4	\$ 1,000.00	\$ 4,000.00	\$ 704.50	\$ 2,818.00	\$ 1,000.00	\$ 4,000.00
30	HYDRANT ASSEMBLY	EA	7	\$ 6,000.00	\$ 42,000.00	\$ 5,125.00	\$ 35,875.00	\$ 6,000.00	\$ 42,000.00
31	DUCTILE IRON PIPE FOR WATER MAIN 6 IN. DIAM.	LF	130	\$ 55.00	\$ 7,150.00	\$ 77.00	\$ 10,010.00	\$ 80.00	\$ 10,400.00
32	DUCTILE IRON PIPE FOR WATER MAIN 12 IN. DIAM.	LF	5700	\$ 75.00	\$ 427,500.00	\$ 91.00	\$ 518,700.00	\$ 125.00	\$ 712,500.00
33	C900 PVC CASING SLEEVE 18 IN. DIAM. WATER	LF	470	\$ 12.00	\$ 5,640.00	\$ 96.00	\$ 45,120.00	\$ 100.00	\$ 47,000.00
34	STEEL CASING SLEEVE 18 IN. DIAM. WATER	LF	330	\$ 165.00	\$ 54,450.00	\$ 180.00	\$ 59,400.00	\$ 140.00	\$ 46,200.00
35	STEEL CASING SLEEVE 24 IN. DIAM WATER	LF	260	\$ 185.00	\$ 48,100.00	\$ 233.50	\$ 60,710.00	\$ 160.00	\$ 41,600.00
36	CDF ENCASMENT	EA	2	\$ 2,000.00	\$ 4,000.00	\$ 1,655.00	\$ 3,310.00	\$ 100.00	\$ 200.00
37	COMB. AIR RELEASE / AIR VACUUM VALVE ASSEMBLY	EA	1	\$ 5,000.00	\$ 5,000.00	\$ 4,100.00	\$ 4,100.00	\$ 5,000.00	\$ 5,000.00
38	TRENCH DEWATERING FOR WATER MAIN	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 14,750.00	\$ 14,750.00	\$ 20,000.00	\$ 20,000.00
39	BUTTERFLY VALVE 12 IN. DIAM	EA	12	\$ 2,500.00	\$ 30,000.00	\$ 3,250.00	\$ 39,000.00	\$ 4,000.00	\$ 48,000.00
40	CONNECTION TO EXISTING 12 IN. MAIN AT UMPTANUM ROAD	LS	1	\$ 7,000.00	\$ 7,000.00	\$ 3,700.00	\$ 3,700.00	\$ 5,000.00	\$ 5,000.00
41	CONNECTION TO EXISTING 12 IN. MAIN AT BERRY ROAD	LS	1	\$ 7,000.00	\$ 7,000.00	\$ 3,350.00	\$ 3,350.00	\$ 5,000.00	\$ 5,000.00
42	WATER SERVICE STUB INSTALLATION	EA	3	\$ 2,500.00	\$ 7,500.00	\$ 2,000.00	\$ 6,000.00	\$ 1,000.00	\$ 3,000.00
43	ADJUST VALVE BOX	EA	2	\$ 350.00	\$ 700.00	\$ 473.00	\$ 946.00	\$ 500.00	\$ 1,000.00
44	DRY UTILITY SYSTEM COMPLETE	LS	1	\$ 650,000.00	\$ 650,000.00	\$ 780,000.00	\$ 780,000.00	\$ 380,000.00	\$ 380,000.00
45	STEEL CASING SLEEVE 24 IN. DIAM. DRY UTILITIES	LF	310	\$ 185.00	\$ 57,350.00	\$ 204.00	\$ 63,240.00	\$ 150.00	\$ 46,500.00
46	STEEL CASING SLEEVE 12 IN. DIAM. DRY UTILITIES	LF	260	\$ 60.00	\$ 15,600.00	\$ 98.00	\$ 25,480.00	\$ 100.00	\$ 26,000.00
47	TRENCH DEWATERING FOR DRY UTILITIES	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 14,750.00	\$ 14,750.00	\$ 5,000.00	\$ 5,000.00
48	POLY PIPE FOR GAS MAIN 4 IN. DIAM.	LF	5510	\$ 45.00	\$ 247,950.00	\$ 53.25	\$ 293,407.50	\$ 25.00	\$ 137,750.00
49	GAS MAIN VALVE 4 IN.	EA	9	\$ 1,600.00	\$ 14,400.00	\$ 1,450.00	\$ 13,050.00	\$ 500.00	\$ 4,500.00
50	NATURAL GAS CASING VENT	EA	2	\$ 20,000.00	\$ 40,000.00	\$ 18,000.00	\$ 36,000.00	\$ 1,500.00	\$ 3,000.00
51	SDR 11 HDPE CASING SLEEVE 8 IN. DIAM. GAS	LF	320	\$ 75.00	\$ 24,000.00	\$ 70.00	\$ 22,400.00	\$ 80.00	\$ 25,600.00
52	TRENCH DEWATERING FOR GAS	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 15,000.00	\$ 15,000.00	\$ 10,000.00	\$ 10,000.00
53	CRUSHED SURFACING BASE COURSE	TON	7100	\$ 28.50	\$ 202,350.00	\$ 23.25	\$ 165,075.00	\$ 27.50	\$ 195,250.00
54	CRUSHED SURFACING TOP COURSE	TON	2680	\$ 30.00	\$ 80,400.00	\$ 36.25	\$ 97,150.00	\$ 27.50	\$ 73,700.00
55	COMMERCIAL HMA	TON	280	\$ 100.00	\$ 28,000.00	\$ 104.00	\$ 29,120.00	\$ 150.00	\$ 42,000.00
56	HMA CL. 1/2" PG 64-28	TON	2870	\$ 80.00	\$ 229,600.00	\$ 82.00	\$ 235,340.00	\$ 120.00	\$ 344,400.00

Bull Road Utility Extension
 Project 15-125; Bid Call 2020-33
 Bid Opening: January 27, 2021 3:00 p.m.

Item	Description	Unit	Quantity	Strider Construction Co., Inc.		Johansen Construction Company, LLC.		Engineer's Estimate	
				Unit Price	Unit Total	Unit Price	Unit Total	Unit Price	Unit Total
57	PVC IRRIGATION 15 IN. DIAM.	LF	460	\$ 90.00	\$ 41,400.00	\$ 95.50	\$ 43,930.00	\$ 30.00	\$ 13,800.00
58	BULL DITCH TURNOUT AND VALVE	LS	1	\$ 6,000.00	\$ 6,000.00	\$ 5,500.00	\$ 5,500.00	\$ 10,000.00	\$ 10,000.00
59	IRRIGATION CONNECTION SOUTH OF BERRY ROAD AND VALVES	LS	1	\$ 6,000.00	\$ 6,000.00	\$ 13,450.00	\$ 13,450.00	\$ 10,000.00	\$ 10,000.00
60	LANDSCAPE IRRIGATION SYSTEM	LS	1	\$ 12,000.00	\$ 12,000.00	\$ 11,000.00	\$ 11,000.00	\$ 20,000.00	\$ 20,000.00
61	EROSION CONTROL AND WATER POLLUTION PREVENTION	LS	1	\$ 70,000.00	\$ 70,000.00	\$ 40,000.00	\$ 40,000.00	\$ 90,000.00	\$ 90,000.00
62	SEEDING, FERTILIZING AND MULCHING	ARCE	0.25	\$ 12,000.00	\$ 3,000.00	\$ 9,400.00	\$ 2,350.00	\$ 5,000.00	\$ 1,250.00
63	PSIPE ROSA WOODSII, NO. 1 CONT.	EA	48	\$ 34.00	\$ 1,632.00	\$ 30.00	\$ 1,440.00	\$ 15.00	\$ 720.00
64	PSIPE LONICERA INVOLUCRATA, NO. 1 CONT.	EA	60	\$ 34.00	\$ 2,040.00	\$ 30.00	\$ 1,800.00	\$ 15.00	\$ 900.00
65	PSIPE RIBES AUREUM, NO. 1 CONT.	EA	53	\$ 34.00	\$ 1,802.00	\$ 30.00	\$ 1,590.00	\$ 15.00	\$ 795.00
66	PSIPE PHILADELPHUS LEWISII, NO. 1 CONT.	EA	47	\$ 34.00	\$ 1,598.00	\$ 30.00	\$ 1,410.00	\$ 15.00	\$ 705.00
67	PSIPE CRATAEGUS DOUGLASII, NO. 1 CONT.	EA	48	\$ 34.00	\$ 1,632.00	\$ 30.00	\$ 1,440.00	\$ 15.00	\$ 720.00
68	PSIPE SALIX AMYGDALOIDES, LIVE STAKE	EA	114	\$ 12.00	\$ 1,368.00	\$ 10.25	\$ 1,168.50	\$ 7.00	\$ 798.00
69	PSIPE SALIX LASIANDRA, LIVE STAKE	EA	114	\$ 12.00	\$ 1,368.00	\$ 10.25	\$ 1,168.50	\$ 7.00	\$ 798.00
70	PSIPE CORNUS SERICEA, LIVE STAKE	EA	357	\$ 12.00	\$ 4,284.00	\$ 10.25	\$ 3,659.25	\$ 7.00	\$ 2,499.00
71	PSIPE SALIX SITCHENSIS, LIVE STAKE	EA	357	\$ 12.00	\$ 4,284.00	\$ 10.25	\$ 3,659.25	\$ 7.00	\$ 2,499.00
72	BARK OR WOOD CHIP MULCH	SY	800	\$ 12.00	\$ 9,600.00	\$ 10.00	\$ 8,000.00	\$ 9.00	\$ 7,200.00
73	TOPSOIL TYPE A	SY	800	\$ 18.00	\$ 14,400.00	\$ 12.50	\$ 10,000.00	\$ 15.00	\$ 12,000.00
74	EROSION CONTROL BLANKET	SY	365	\$ 5.00	\$ 1,825.00	\$ 16.00	\$ 5,840.00	\$ 5.00	\$ 1,825.00
75	CEMENT CONC. TRAFFIC CURB AND GUTTER	LF	75	\$ 60.00	\$ 4,500.00	\$ 64.00	\$ 4,800.00	\$ 10.00	\$ 750.00
76	PAINT LINE	LF	1300	\$ 0.60	\$ 780.00	\$ 1.55	\$ 2,015.00	\$ 0.50	\$ 650.00
77	PROJECT TEMPORARY TRAFFIC CONTROL	LS	1	\$ 45,000.00	\$ 45,000.00	\$ 122,500.00	\$ 122,500.00	\$ 50,000.00	\$ 50,000.00
78	PERMANENT SIGNING	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 1,000.00	\$ 1,000.00	\$ 5,000.00	\$ 5,000.00
79	RECORD DRAWINGS (\$5,000 MIN BID)	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00
80	POTHOLING	EA	27	\$ 300.00	\$ 8,100.00	\$ 830.00	\$ 22,410.00	\$ 100.00	\$ 2,700.00
81	REMOVAL AND REPLACEMENT OF UNSUITABLE MATERIAL	CY	3000	\$ 35.00	\$ 105,000.00	\$ 24.00	\$ 72,000.00	\$ 50.00	\$ 150,000.00
82	ADJUST MONUMENT CASE AND COVER	EA	2	\$ 1,600.00	\$ 3,200.00	\$ 1,000.00	\$ 2,000.00	\$ 500.00	\$ 1,000.00
83	CEMENT CONC. SIDEWALK	SY	40	\$ 100.00	\$ 4,000.00	\$ 136.00	\$ 5,440.00	\$ 200.00	\$ 8,000.00
84	SELF-COMPACTING FILL	LS	1	\$ 150,000.00	\$ 150,000.00	\$ 118,000.00	\$ 118,000.00	\$ 123,500.00	\$ 123,500.00
85	SHORING OR EXTRA EXCAVATION CLASS A	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 12,500.00	\$ 12,500.00	\$ 10,000.00	\$ 10,000.00
86	SHORING OR EXTRA EXCAVATION CLASS B	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 21,000.00	\$ 21,000.00	\$ 10,000.00	\$ 10,000.00
87	ROADWAY SURVEYING	LS	1	\$ 55,000.00	\$ 55,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00
88	SWING GATE	EA	1	\$ 6,000.00	\$ 6,000.00	\$ 4,400.00	\$ 4,400.00	\$ 15,000.00	\$ 15,000.00
89	CHAIN LINK FENCE	LF	35	\$ 47.00	\$ 1,645.00	\$ 90.00	\$ 3,150.00	\$ 50.00	\$ 1,750.00
90	WIRE FENCE	LF	750	\$ 12.00	\$ 9,000.00	\$ 11.65	\$ 8,737.50	\$ 50.00	\$ 37,500.00
91	ROADSIDE CLEANUP	DOL	50000	\$ 1.00	\$ 50,000.00	\$ 1.00	\$ 50,000.00	\$ 1.00	\$ 50,000.00
92	SPCC PLAN	DOL	10000	\$ 1.00	\$ 10,000.00	\$ 1.00	\$ 10,000.00	\$ 1.00	\$ 10,000.00
Subtotal					\$ 4,878,673.00		\$ 5,218,728.25		\$ 4,955,049.72
State Sales Tax - 8.3%					\$ 404,929.86		\$ 433,154.44		\$ 411,269.13
Total					\$ 5,283,602.86		\$ 5,651,882.69		\$ 5,366,318.85

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.


AUDITING OFFICER

2/9/2021
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 **16th 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	151818	TO	152015	\$	514,685.01
EFT #'s	4654	TO	4678	\$	1,344,573.01

Payroll Fund				Total Amounts	
Check #'s	95275	TO	95280	\$	7,787.83
Direct Deposits	59750	TO	59954	\$	361,188.77

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

ATTEST: _____
CITY CLERK



CITY COUNCIL AGENDA REPORT

City Council Meeting Date:	February 16, 2021
Item Title/Agenda Subject:	Board and Commission Applications
Submitted by:	Laurie Gigstead City Manager Department
Recommended Action or Motion:	Conduct introductions of Nathan Sitton, Zane Kanyer, Gwen Budnik, and Sara Omrani. Consider board and commission appointments.
Background/Summary:	Six 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 shows current vacancies and applicants. Copies of the Applications for Appointment are included with the agenda report.
Previous Council Action:	At the February 1, 2021 Council meeting Fiona Corner and Rob Rapose were introduced.
Analysis:	There is one vacancy on the Arts Commission, the Utility Advisory Committee and Landmarks and Design Commission (professional designation).
Financial Impact:	None.
Attachments:	B and C Agenda Report Chart 2-16-21 Fiona Corner Application Rob Rapose Application Gwen Budnik Application Sara Omrani Application Nathan Sitton Application Zane Kanyer 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	3	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	0	1*	0	1	0	1
APPLICANTS														
Fiona Corner		1 st								2 nd				
Rob Rapose		1 st												
Gwen Budnik		1 st												
Sara Omrani		1 st												
Nathan Sitton														1 st
Zane Kayner							1 st							

* A resignation on the Parks and Recreation Commission was on the 2-16-21 Consent Agenda.

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.
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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

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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.*

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Laurie Gigstead

From: noreply@civicplus.com
Sent: Saturday, January 30, 2021 2:35 PM
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	Arts Commission
Name of Applicant:	Gwen Budnik
Address	
Mailing Address (If Different)	<i>Field not completed.</i>
City	Ellensburg
State	WA
Zip	98926
Email Address	
Phone Number	
Length of Residence in Ellensburg	1 1/2 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?	<i>Field not completed.</i>
Occupation Status and Background:	Retired, former Marketing and Communications specialist for 25 years in private sector. Also 25 years as an artist working in the medium of mosaics with tile, glass and stone. Recently invited

to upcoming showing of art in the art gallery of the Clymer museum. Background includes graphics and computer art.

Organization Affiliations: None.

Why are you seeking appointment? My whole life has revolved around art of some sort. From music and dance to sketching and crafts, I found my artistic outlet in constructing mosaics on items such as table tops, terra cotta pottery, trays and other items. I applied recently to an all call for art by the Clymer Museum of Art, where my work was accepted for display this coming spring. I would like to take an active role in helping the City to enrich citizens' lives through a personal and meaningful connection to the world of art.

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: Sunday, February 7, 2021 8:05 PM
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 Arts Commission

Name of Applicant: Sara Omrani

Address

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

City Ellensburg

State WASHINGTON

Zip 98926

Email Address

Phone Number

Length of Residence in Ellensburg 18

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 am a farmer (ducks and fruit), an artist (mixed media), and a student at CWU. I have lived in Ellensburg since 1996, except for a brief period as a young adult.

Organization Affiliations:	I am an organizer for ECTA (Ellensburg Calls to Action), and I am on the informal board for Ellensburg Bail Fund. Please let me know if you need more information.
Why are you seeking appointment?	As an artist and a community member I am excited to serve my community in a way that resonates with my personal experience. I think I have valuable insight into the artistic culture of Ellensburg having lived here for such a long period of 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	<i>Field not completed.</i>
Boards & Commissions	<i>Field not completed.</i>

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Laurie Gigstead

From: noreply@civicplus.com
Sent: Wednesday, January 27, 2021 6:28 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 Utility Advisory Commission

Name of Applicant: Nathan Sitton

Address

Mailing Address (If
Different)

City Ellensburg

State WA

Zip 98926

Email Address

Phone Number

Length of Residence in
Ellensburg 24 years

Do you live within the city
limits? Yes

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

Occupation Status and
Background: I have lived and worked in Ellensburg for the last 24 years. I moved to Ellensburg and started working at Comprehensive Mental Health after obtaining my Master's Degree. I worked for

Comprehensive for almost 5 years and then took a job with DSHS. I have been working for DSHS for 20 years and the last 5 years as an administrator.

Organization Affiliations:	None
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Why are you seeking appointment?	I would like to serve my community in a volunteer capacity
----------------------------------	--

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	Utility Advisory Commission
----------------------	-----------------------------

Boards & Commissions	Ellensburg Business Development Authority
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Laurie Gigstead

From: noreply@civicplus.com
Sent: Thursday, January 28, 2021 2:14 PM
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 Landmarks and Design Commission

Name of Applicant: Zane Kanyer

Address

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

City Ellensburg

State WA

Zip 98926

Email Address

Phone Number

Length of Residence in Ellensburg Born & Raised, and Moved back from Seattle 2 years ago.

Do you live within the city limits? Yes

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

Occupation Status and Background: I am currently a partial owner of a Seattle based structural engineering company, SSF Engineers. I have worked with SSF beginning in 2004 and have provided structural engineering

services on a wide variety of projects in my time ranging from single family residential, to seismic retrofit and historic building renovations. While done prior to me working at SSF, we did provide engineering services on the current city hall building converting it from the old Washington School. I've also personally worked on the armory at the rodeo grounds, the Geddis building, and the Ramsay building (Clymer museum).

Organization Affiliations: I am a member of the Structural Engineers Association of Washington (SEAW), and on the Washington Main Street Advisory Board. SSF is broadly involved with a number of organizations and are strong supporters of the Washington Trust for Historic Preservation.

Why are you seeking appointment? I was recruited by some current and some past members of the landmarks board.

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.*

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CITY COUNCIL AGENDA REPORT

City Council Meeting Date: February 16, 2021

Item Title/Agenda Subject: Second reading and adoption of Ordinance 4870 authorizing the issuance of 2021 Waterworks Utility System Bonds

Submitted by: Jerica Pascoe Finance Department

Recommended Action or Motion: Staff recommends Council conduct second reading and adoption of Ordinance 4870 authorizing the issuance of Waterworks Utility System Revenue Bonds.

Background/Summary: Attached is Ordinance 4870 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.

Council conducted first reading of Ordinance 4870 at the February 1, 2020 meeting.

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:

[Ordinance 4870 -2021 Waterworks Revenue Bond](#)

CITY OF ELLENSBURG, WASHINGTON

ORDINANCE NO. 4870

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. 4870

Table of Contents*

Section 1. Findings and Determinations..... 3
Section 2. Definitions..... 4
Section 3. Purpose and Authorization of Bond..... 11
Section 4. Compliance with Parity Conditions 11
Section 5. Description of the Bonds; Appointment of Designated Representative 12
Section 6. Bond Registrar; Registration and Transfer of Bonds..... 12
Section 7. Form and Execution of Bonds. 13
Section 8. Redemption..... 14
Section 9. Refunding or Defeasance of the Bonds..... 15
Section 10. Failure to Pay Bonds 15
Section 11. Application of Bond Proceeds. 15
Section 12. Pledge of Revenue and Lien Position 16
Section 13. Bond Fund; Payments into Bond Fund..... 16
Section 14. Flow of Funds 18
Section 15. Covenants..... 18
Section 16. Federal Tax Matters 20
Section 17. Official Statement; Continuing Disclosure..... 21
Section 18. Future Parity Bonds 22
Section 19. Separate Utility Systems 22
Section 20. Rate Stabilization Fund..... 22
Section 21. Sale and Delivery of the Bonds..... 23
Section 22. Amendatory Ordinances 23
Section 23. General Authorization and Ratification 26
Section 24. Severability 26
Section 25. Corrections..... 26
Section 26. Effective Date 27

- 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. 4870

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. 4870 is a true and correct copy of said Ordinance of like number as the same was passed by said Council, and that Ordinance No. 4870 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. 4870 of the Council (the “Ordinance”), duly passed at a regular meeting thereof held on the 16th 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 16, 2021
- Item Title/Agenda Subject:** Diversity, Equity and Inclusion Commission - Ordinance for first reading consideration
- Submitted by:** John Akers City Manager Department
- Recommended Action or Motion:** Consider the Ordinance and conduct first reading.
- 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 which resulted in a draft ordinance that was considered by Council at the February 1 regular meeting. After discussion and public testimony staff was directed to bring the draft ordinance forward for consideration of first reading.

Previous Council Action: At Council's February 1, 2021 regular meeting the draft DEI Commission Ordinance was discussed by the Council. Staff was directed to bring the draft ordinance forward for consideration of first reading.

Analysis: The proposed ordinance was developed by the City Council Subcommittee after review of similar ordinance from a number of both eastern and western Washington cities. The ordinance before you this evening has been formatted to be consistent with other city commissions and has been reviewed for conformance with City and State law by the City Attorney.

Financial Impact: If adopted the tasks anticipated by the ordinance will be addressed by existing personnel. No immediate fiscal impact is anticipated. Future programs or projects identified by the newly formed commission will be considered in the Council's normal budget, or supplemental budget process.

Attachments:
[DEI Commission Ordinance - 02-16-21](#)

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



MANAGER'S REPORT

DATE: February 16, 2021
TO: Ellensburg City Council
FROM: John Akers, City Manager

1. Notice of Public Hearing – Ridgeview Plat Division 3.

Staff would like to advise Council that a public hearing has been set for March 15, 2021 to consider application #P19-135, a Type IV Preliminary Plat submitted by Brandon Drexler, agent for the owner, BDN Properties, LLC, for the Ridgeview Plat Division 3 addressed as Bender Road, in the City of Ellensburg, Washington, Kittitas County Assessor's Parcel Number: 446936.