

# COUNCIL AGENDA

Monday, March 1, 2021



In-person attendance at public meetings is currently prohibited per the Washington Governor's Proclamation No. 20-28.15, 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](http://ectv2.com) or on YouTube at ECTV Ellensburg.



in to the teleconference.

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

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

#### CONSENT AGENDA

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

#### AGENDA ITEMS

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

#### **AMERICANS WITH DISABILITIES ACT**

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

**CITY OF ELLENSBURG  
COUNCIL AGENDA  
Monday, March 1, 2021  
7:00 PM - Regular Meeting**

**Pledge of Allegiance**

**1. Call to Order and Roll Call**

**2. Proclamations**

2.A Irish American Heritage Month Proclamation 7  
[Irish American Heritage Month 2021](#)

2.B National Women's History Month Proclamation 8  
[National Women's History Month 2021](#)

**3. Awards and Recognitions**

**4. Approval of Agenda**

**5. Consent Agenda**

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

5.A Approve Minutes of the February 16, 2021 Regular Meeting 9  
[2-16-21 City Council Minutes](#)

5.B Acknowledge Minutes of the Ellensburg Business Development Authority Board -  
January 13 & February 3, 2021 13  
[1-13-21 EBDA Minutes](#)  
[2-3-21 EBDA Minutes](#)

5.C Acknowledge Minutes of the Library Board - January 12, 2021 16  
[1-12-21 Library Board Minutes](#)

5.D [Amendment 2 - City Property Groundskeeping Contract](#) 17  
[City Property Groundskeeping Contract - Amendment #2](#)

5.E [Interlocal Agreement \(ILA\) with the Kittitas County Flood Control Zone District](#) 26  
[\(KCFCZD\). City-County Interlocal Agreement re Flood Control Zone District](#)

5.F [Resolution 2021-04 - 404 N Sampson St - Snedeker street tree removal request](#) 52  
[Resolution 2021-04 - 404 N Sampson St - Snedeker street tree removal](#)

5.G	Resolution 2021-05 - City Hall tree removals on 6th Ave Resolution 2021-05- City Hall tree removal Resolution 2021-05- City Hall tree removal graphics	55
5.H	Centerfuse (Ellensburg Business Development Authority Board) Applicant Confirmation Centerfuse (EBDA) Recommendation Del Bankston Application	60
5.I	Request for an Excused Absence from Councilmember Lamb Lamb Request for Excused Absence	64
5.J	Approve March 1, 2021 Voucher Listing 3-1-2021 Voucher Listing	65
<b>6.</b>	<b>Petitions, Protests, and Communications</b>	
6.A	COVID-19 Update	
6.B	Board and Commission Applications. B and C Agenda Report Chart 3-1-21 Fiona Corner Application Rob Rapose Application Gwen Budnik Application Sara Omrani Application Ali Brown Application	66
<b>7.</b>	<b>Citizen Comment on Non-agenda Issues</b>	
<b>8.</b>	<b>Business Requiring Public Hearings</b>	
<b>9.</b>	<b>Introduction and Adoption of Ordinances and Resolutions</b>	
9.A	Diversity, Equity and Inclusion Commission - Ordinance for second reading and adoption. 4871 - DEI Commission Ordinance (03-01-21) (002)	78
9.B	First reading of proposed ordinance authorizing the issuance of 2021 LTGO Refunding Bonds Ordinance City of Ellensburg (LTGO Refunding Bonds 2021)	86
<b>10.</b>	<b>Unfinished Business</b>	
<b>11.</b>	<b>New Business</b>	
<b>12.</b>	<b>Miscellaneous</b>	
12.A	City Manager's Report 3-1-21 MANAGERS REPORT	109

12.B Councilmembers' Reports

**13. Executive Session**

**14. Adjournment**

Next Ord 4872  
Next Res 2021-07



# City of Ellensburg

## PROCLAMATION

### IRISH-AMERICAN HERITAGE MONTH

**Whereas,** Congress established March as Irish-American Heritage Month, calling upon the people of the United States to observe the month with appropriate ceremonies and activities.

**Whereas,** Irish immigrants came to this land even before our nation was founded, with the largest wave seeking refuge on our shores in the 1840's when the Great Famine ravaged Ireland. Throughout the country, they faced callous discrimination: "No Irish Need Apply" signs were ugly reminders of the prejudice that disfigured our society.

**Whereas,** in 2018, 32 million individuals in the United States, about 10% of the population, claimed to be of Irish descent, including approximately 4,915 people in Kittitas County.

**Whereas,** Irish immigrants and their descendants have contributed greatly to the enrichment of all aspects of life in the United States, including military and governmental service, science, education, art, agriculture, business, industry, and athletics, including 9 of the people who signed our Declaration of Independence; 23 Presidents of the United States; first lady of song Ella Fitzgerald; novelist F. Scott Fitzgerald; Yankee pitching great Whitey Ford; crusading journalist Nellie Bly; and Richard and Maurice McDonald, who are credited with creating fast-food;

**Whereas,** we recognize the Irish-Americans who contributed to building our local community such as Civil War veteran Patrick Carey, who may have been the first Irish immigrant in the valley, having homesteaded here in 1876; early settler Edward J. Fogarty, who was said to have been a personal friend of Abraham Lincoln; William Crowley, who came to Kittitas County in 1889 to become a teacher, farmer, businessman, County Commissioner and sheriff; and Jack Kelleher, who opened Kelleher Motors in 1911 and whose family continues to sell us cars and trucks today;

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

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

Signed this 1st day of March, 2021.

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Bruce Tabb  
Mayor

Attest: \_\_\_\_\_  
City Clerk



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# PROCLAMATION

## NATIONAL WOMEN'S HISTORY MONTH

**Whereas**, Congress designated March as Women's History Month recognizing that American women of every race, class, and ethnic background make historic contributions to the growth and strength of our Nation in countless recorded and unrecorded ways; and

**Whereas**, the 2021 theme for Women's History Month is "Valiant Women of the Vote: Refusing to Be Silent;" and

**Whereas**, in 1909 Emma Smith DeVoe, a resident of Thorp, Washington and leader in the Washington State Suffrage Association, brought women's suffragists from the East Coast to Eastern Washington and organized the Thorp and Ellensburg Affiliates (1908 and 1909) with over 50 women participating; and

**Whereas**, Washington State became the fifth state in the union to grant women the right to vote in 1910; and

**Whereas**, Susan B. Anthony and Elizabeth Cady, were early advocates of women's voting rights and the women's rights movement, and women such as Katherine Johnson, Sandra Day O'Connor, Christa McAuliffe, and Kamala D. Harris made historic "firsts" in the struggle for women's rights; and

**Whereas**, Ellensburg had numerous notable women who blazed trails and refused to be silent in their contributions to the development of this community; women such as Mary Ellen Shoudy, the "mother of Ellensburg" and the namesake of our community; Elizabeth Dickson who built the Dickson Building in downtown Ellensburg, now home to the Dakota Café; Agnes Shanno, the first woman to be appointed to the Ellensburg City Council; Jo Anne Alumbaugh, the first woman to practice law in Kittitas County and the first woman elected to Superior Court bench in Eastern Washington; and Princess Kamola, daughter of Chief Owhi and wife of Chief Moses of the Columbia Tribe, and the namesake of Central Washington University's Kamola Hall.

**Whereas**, the City of Ellensburg recognizes and honors all women who continue to contribute to the strength and vibrancy of our nation and this City.

**Now, Therefore**, the City Council of the City of Ellensburg does hereby proclaim March 2021 as Women's History Month in Ellensburg and encourages all citizens to join in this observance by celebrating and reflecting on the contributions of women in our community. The City Council also encourages all girls and women to pursue their dreams.

Signed this 1st day of March, 2021.

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Bruce Tabb  
Mayor

Attest: \_\_\_\_\_  
City Clerk



**CITY OF ELLENSBURG**

**Date of Meeting**

**Time of Meeting**

**Place of Meeting**

**Minutes of City Council, Regular Meeting**

**February 16, 2021**

**7:00 PM**

**Held Remotely per Governor Inslee's Proclamation**

**20-28.15, 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; Kittitas County Public Health Officer, Dr. Larson; EBDA Representatives: Margaret Reich, Linda Schactler, James Jankowski and Jared Vallejo and approximately 95 members of the public

**2. Proclamations**

**3. Awards and Recognitions**

**4. Approval of Agenda**

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

**5. Consent Agenda**

5.A. Approve Minutes of the February 1, 2021 Regular Meeting

5.B. Acknowledge Minutes of the Affordable Housing Commission - December 2, 2020

5.C. Acknowledge Minutes of the Lodging Tax Advisory Committee - January 6, 2021

5.D. Acknowledge Minutes of the Planning Commission - December 3, 2020

5.E. Accept Resignation of DaJon DeMille, Parks and Recreation Commission.

5.F. Business Education and Outreach Effectiveness Study Agreement with Osborn Consulting

5.G. Bid Call 2020-33 - Bull Road Utility Extension Project

5.H. Approve February 16, 2021 Voucher Listing

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

## **6. Petitions, Protests, and Communications**

6.A. COVID-19 Update

Dr. Larson was present and gave an update on the South Central Region moving into phase two and on vaccinations for Kittitas County.

6.B. Board and Commission Applications

Gwen Budnik introduced herself and spoke on her interest in serving on the Arts Commission.

Sara Omrani introduced herself and spoke on her interest in serving on the Arts Commission.

Nate Sitton introduced himself and spoke on his interest in serving on the Utility Advisory Committee.

Zane Kanyer introduced himself and spoke on his interest in serving on the Landmarks and Design Committee.

The Mayor contacted applicant Fiona Corner and she stated she was willing to serve on the Parks and Rec commission, which was her second choice.

Council discussed the Arts Commission vacancy and advertisement of the Parks and Recreation vacant position.

Councilmember Nancy Lillquist moved to Approve appoint Zane Kanyer to the Landmarks & Design Committee. **Motion Approved 7-0.**

Councilmember David Miller moved to Approve the Mayor's recommendation to appoint Nate Sitton to the Utility Advisory Committee. **Motion Approved 7-0.**

6.C. CenterFuse (EBDA) Update

James Jankowski, in addition to Linda Schactler and Jared Vallejo gave an update on the EBDA/CenterFuse future objectives. Linda Schactler spoke regarding the Broadband Feasibility Study. Jared Vallejo spoke regarding the proposed Marketing Campaign.

## **7. Citizen Comment on Non-agenda Issues**

Josh Naples, 21108 75<sup>th</sup> Ave E., Lake Taps, WA, spoke regarding the IBEW Union and opportunities provided to members.

Paula McMinn, 2000 N Alder St., a citizen activist and representing the Kittitas County Climate Action Consortium, spoke regarding the environment and energy resources.

Crystal Rhodes, 3291 Core Dr., Medford OR, spoke regarding her support of the Ellensburg linemen.

Shane Schrader, 5971 #6 Rd, spoke regarding his support of the Ellensburg linemen.

Bob Carson, W. Creeksedge Way, spoke regarding compensation in the workforce.

Amanda Ring, 307 E 28th Ave, spoke regarding her support of the Ellensburg linemen.

Jeffery Kesler, 310 N Kalley St, Moses Lake WA, spoke regarding his support of the Ellensburg linemen.

The Mayor made a statement on behalf of the City regarding the issue.

## **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

Finance Director, Jerica Pascoe, presented information in the staff report.

Councilmember Nancy Lillquist moved to Approve second reading and adoption of Ordinance 4870 for issuance of 2021 Waterworks Utility System Bonds. **Motion Approved 7-0.**

9.B. Diversity, Equity and Inclusion Commission - Ordinance for first reading consideration  
The City Manager presented information to Council.

Councilmember Nancy Lillquist moved to Approve conducting first reading of Ordinance 4871 for creation of the Diversity, Equity, and Inclusion Commission.

Councilmember Nancy Lillquist moved to Amend language in Ordinance Section 1.88.020(a) to include a residency requirement that members are to reside in Ellensburg at least one year. **Motion Failed 3-4 with Engel, Lamb, Miller and Morgan voting no.**

Councilmember Stacey Engel moved to Amend the Ordinance language in Section 1.88.020(a) to include in the last sentence "...and all members must be Kittitas County residents". **Motion Approved 7-0.**

Approval of motion as amended. **Motion Approved 7-0.**

**10. Unfinished Business**

**11. New Business**

**12. Miscellaneous**

12.A. Manager's Report

The City Manager reviewed the Manager's Report. He explained an Executive Session was needed per RCW 42.30.140.

12.B. Councilmembers' Reports

- Councilmember Engel reported the Parks & Recreation survey is still open for naming the downtown park;
- Councilmember Lamb reported the Public Library has re-opened;
- Mayor Tabb reported on the Public Transit Advisory Committee.

**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.

Council recessed to Executive Session and began discussion at 9:16 pm.

Council reconvened at 9:26 pm.

**14. Adjournment**

Meeting adjourned at 9:26 pm

\_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
City Clerk

# Centerfuse

## Ellensburg's Business Development Authority BOARD OF DIRECTORS MEETING MINUTES

Regular meeting held virtually

**Wednesday, January 13, 2021**

**4:00-5:30 PM**

Members in Attendance: Jared Vallejo, Chair; Linda Schactler, Vice Chair; Grant Clark, Treasurer; John Perrie, Secretary; James Jankowski, Board Member; and Garrett Poshusta, Board Member

Others present: Stacey Engel, Ellensburg City Council Liaison; Margaret Reich, Executive Director; and Del Bankston, board applicant

### 1. **Call to order**

Meeting was called to order at 4:00 PM

### 2. **Approval of Agenda**

Motion to approve meeting agenda by Grant Clark, second John Perrie. Motion approved by unanimous vote.

### 3. **Approval of Minutes**

Motion to approve December 2020 meeting minutes by John Perrie, second Linda Schactler. Motion approved by unanimous vote.

### 4. **Board Business**

#### a. Board officer elections (Action)

Motion to approve the slate of officers nominated in December 2020 as follows

Chair – James Jankowski

Motion to approve Chair nomination by Grant Clark, second by Linda Schactler.

Vice Chair – Linda Schactler

Motion to approve Vice-Chair nomination by John Perrie, second by Grant Clark.

Treasurer – Grant Clark

Motion to approve Treasurer nomination by Linda Schactler, second by Jared Vallejo.

Secretary – Garrett Poshusta

Motion to approve chair nomination by Grant Clark, second by Jared Vallejo.

Motion to approve 2021 slate of board officers approved by unanimous vote.

#### b. Financial reports (Action)

Discussion about Balance Sheet, Aged Accounts, and proposed budget for 2021.

Motion to adopt 2021 Budget by Grant Clark, second by Linda Schactler. Motion approved by unanimous vote.

c. Policy review and adoption (Action)

Policies provided adopted as amended. Motion to approve updates to policies as presented by Linda Schactler, second by Jared Vallejo. Motion approved by unanimous vote.

d. Strategic planning

A presentation and discussion of the mission, strategic goal, tactical objectives followed. Some recommendations for wording clarification were offered. Next steps are to finalize the plan, link it to budget, then share with community stakeholder groups.

## 5. Items for Future Consideration

a. Board vacancies

i. Application from Del Bankston

Del Bankston introduced himself. The board decided to consider all applicants at the February 2021 meeting.

b. Status report on Broadband Feasibility Study. Draft report provided and edits/comments have been provided to consultant. High speed access needs to support businesses, schools and residents. Remote work enhances the need for broadband. Possible community presentations on findings.

c. Status report on Marketing Campaign. Generated 1/2 million impressions, not a ton of web clicks, etc. but this is about raising awareness. Quiz portion is next.

## 6. Adjournment – time 5:29 Motion to adjourn by Linda Schactler, second by Grant Clark.

**Drafted: 1/13/2021**

**Approved:** *Garrett Poshusta*

**Submitted by:** Margaret Reich

# Centerfuse

## Ellensburg's Business Development Authority BOARD OF DIRECTORS EXECUTIVE SESSION MEETING MINUTES

Regular meeting held virtually  
**Wednesday, February 3, 2021**  
**12:00-1:00 PM**

Members in Attendance: James Jankowski, Chair; Linda Schactler, Vice Chair; Grant Clark, Treasurer; Garrett Poshusta, Secretary; Jared Vallejo, Board Member; and John Perrie, Board Member

Others present: Margaret Reich, Executive Director

### 1. **Call to order**

Meeting was called to order at 12:01 PM

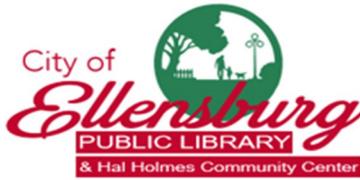
### 2. **Discussion on real estate**

Meeting ended 12:54

**Drafted: 2/4/2021**

**Approved:** *Garrett Poshusta*

**Submitted by:** Margaret Reich



209 North Ruby Street, Ellensburg, WA 98926

## LIBRARY BOARD MEETING

Tuesday, January 12, 2021

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

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

COUNCIL LIASON: Tristen Lamb

ABSENT: Marty Blackson

STAFF: Josephine Camarillo

- I. CALL TO ORDER: Holmgren called the meeting to order at 4:30 p.m.
- II. Approval of the Agenda: M/S/P
- III. Approval of the Minutes: M/S/P
- IV. Citizen Comment/Suggestions: None
- V. Reports
  - A. Director's Report: (1) Library now fine free (2) Newspaper article about library (3) New library receipt (4) Continued improvement of website (5) Successful outdoor holiday Book Give Away & Activity Grab Bags for youth & teens held on Dec. 23. (6) Circulation discussed.
  - B. Budget Report: No update, but finished the year well.
  - C. Friends' Report: No report. Zoom meeting scheduled.
- VI. Old Business
  - A. Board Retreat Agenda Planning: Scheduled for February; supervisor highlights and goals will be discussed.
  - B. Elimination of late fines
- VII. New Business
  - A. Board recruitment. A position will be opening up this summer.
  - B. Bulletin Board Policy. Usually just for Library events, city events, announcements, etc. The policy will be updated.
- VIII. Upcoming Programs/Events: January 18, library closed
- IX. Unscheduled Business: None

Next regular meeting will be February 9, 2021. It will be the Library's yearly retreat. Location: Zoom.

Respectfully submitted,  
Loretta Gray



## CITY COUNCIL AGENDA REPORT

**City Council Meeting Date:** March 1, 2021

**Item Title/Agenda Subject:** Amendment 2 - City Property Groundskeeping Contract

**Submitted by:** Hunter Slyfield Public Works & Utilities

**Recommended Action or Motion:** Authorize the City Manager to sign Amendment 2 to extend the 2019 City Property Groundskeeping contract through December 31, 2021.

**Background/Summary:** In order to consolidate landscaping maintenance requests and provide competitive pricing, the City bid out groundskeeping work, including lawn care, sprinkler maintenance, and sterilization. The project includes work performed at various sites broken down into Schedules "A"- "F" according to department. The 2019 contract contained the option to extend the contract for two (2) additional twelve (12) month periods. Council is being requested to authorize the City Manager to sign Amendment 2, which extends the contract and adjusts for pricing increases.

**Previous Council Action:** Council awarded the above-mentioned project to Elevation Contracting Inc. at their April 1, 2019 meeting. Council authorized the City Manager to extend the contract an additional 12 month period at their March 2, 2020 meeting.

**Analysis:** The original contract amount bid for the project was \$76,930.91. The 2020 contract extension was increased to \$84,624.00. The 2021 contract extension accounts for a 5% pricing increase, bringing the total amount to \$88,855.20. This pricing increase is due to state minimum wage and prevailing wage rate increases effective January 1, 2021.

**Financial Impact:** Funding for this project comes from respective departmental budgets. Adequate funding exists in the respective 2021 departmental budgets. See Amendment 2 for pricing breakdown.

**Attachments:**

City Property Groundskeeping Contract - Amendment #2

**SECOND AMENDMENT TO THE  
2019 CITY PROPERTY GROUNDSKEEPING CONTRACT**

THIS SECOND AMENDMENT TO THE 2019 CITY PROPERTY GROUNDSKEEPING CONTRACT ("Amendment") is dated \_\_\_\_\_, 2021 by and between the City of Ellensburg, Washington, a municipal corporation (the "City"), and Elevation Contracting, Inc. ("Contractor"). Each of the City and Contractor may hereafter be referred to as a "Party" or together as the "Parties."

**RECITALS**

WHEREAS, the Parties wish to extend the 2019 City Property Groundskeeping Contract, and

WHEREAS, RCW 39.12 and WAC 296-127 require that contracts for public agencies must include provisions for paying prevailing wages under the contract, and be amended from time to time to account for increases in the prevailing wage, and

WHEREAS, the Contractor seeks a five (5) percent price increase adjustment to the 2020 bid item pricing,

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties mutually agree to amend the Agreement as follows:

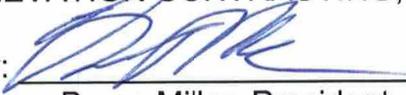
**SCOPE OF WORK**

1. **Extension of Contract.** Pursuant to Section 5 of the Contract between the Parties, the Contract is hereby extended through December 31, 2021.
2. **Price Increase Adjustment.** Bid Schedules "A" through "F", attached hereto and incorporated herein, are amended to reflect the intent of the Parties with regard to Contractor price increase adjustment and prevailing wage rate increases.
3. **Full Force and Effect.** Except as expressly set forth in this Amendment, the Parties' Contract is unmodified and remains in full force and effect.

CITY OF ELLENSBURG,

By: \_\_\_\_\_  
John Akers, City Manager

ELEVATION CONTRACTING, INC.

By:  \_\_\_\_\_  
Bruce Miller, President

Attest: \_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney

[Attachment A on following pages]

**Attachment A**  
**City of Ellensburg 2021 City Property Groundskeeping Pricing**  
*\*2021 Pricing Increases 5% from 2020 Pricing\**

<b>Schedule A - General Sites</b>				<b>2020 Pricing</b>		<b>2021 Pricing</b>	
<b>Item No.</b>	<b>Item Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total Cost</b>	<b>Unit Price</b>	<b>Total Cost</b>
<b>City Hall</b>							
1.1	Lawn Maintenance	EA	30	\$ 203.50	\$ 6,105.00	\$ 213.68	\$ 6,410.25
1.2	Property Maintenance	EA	32	\$ 55.00	\$ 1,760.00	\$ 57.75	\$ 1,848.00
1.3	Sprinkler Activation	EA	1	\$ 88.00	\$ 88.00	\$ 92.40	\$ 92.40
1.4	Sprinkler Winterization	EA	1	\$ 93.50	\$ 93.50	\$ 98.18	\$ 98.18
1.5	Sprinkler Timing Adjustment	EA	5	\$ 55.00	\$ 275.00	\$ 57.75	\$ 288.75
1.6	Spring Cleanup	FA	EST	\$ 880.00	\$ 880.00	\$ 924.00	\$ 924.00
1.7	Fall Cleanup	FA	EST	\$ 3,300.00	\$ 3,300.00	\$ 3,465.00	\$ 3,465.00
1.8	Fertilize Lawn	EA	4	\$ 236.50	\$ 946.00	\$ 248.33	\$ 993.30
1.9	Insecticide Application	EA	5	\$ 297.00	\$ 1,485.00	\$ 311.85	\$ 1,559.25
1.10	Core Aeration	EA	1	\$ 330.00	\$ 330.00	\$ 346.50	\$ 346.50
1.11	Misc. Landscaping/Irrigation Repairs	FA	EST	\$ 5,500.00	\$ 5,500.00	\$ 5,775.00	\$ 5,775.00
<b>Ellensburg Public Library</b>							
2.1	Lawn Maintenance	EA	30	\$ 49.50	\$ 1,485.00	\$ 51.98	\$ 1,559.25
2.2	Sprinkler Activation	EA	1	\$ 60.50	\$ 60.50	\$ 63.53	\$ 63.53
2.3	Sprinkler Winterization	EA	1	\$ 121.00	\$ 121.00	\$ 127.05	\$ 127.05
2.4	Sprinkler Maintenance Check	EA	5	\$ 55.00	\$ 275.00	\$ 57.75	\$ 288.75
2.5	Misc. Landscaping/Irrigation Repairs	FA	EST	\$ 550.00	\$ 550.00	\$ 577.50	\$ 577.50
<b>Schedule A Total</b>					<b>\$ 23,254.00</b>		<b>\$ 24,416.70</b>
<b>Schedule A Sales Tax (8.3%)</b>					<b>\$ 1,930.08</b>		<b>\$ 2,026.59</b>
<b>Schedule A Total</b>					<b>\$ 25,184.08</b>		<b>\$ 26,443.29</b>

<b>Schedule B - Stormwater Utility Sites</b>				<b>2020 Pricing</b>		<b>2021 Pricing</b>	
<b>Item No.</b>	<b>Item Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total Cost</b>	<b>Unit Price</b>	<b>Total Cost</b>
<b>3rd Avenue Swales</b>							
1.1	Lawn Maintenance	EA	30	\$ 79.20	\$ 2,376.00	\$ 83.16	\$ 2,494.80
1.2	Sprinkler Activation	EA	1	\$ 60.50	\$ 60.50	\$ 63.53	\$ 63.53
1.3	Sprinkler Winterization	EA	1	\$ 71.50	\$ 71.50	\$ 75.08	\$ 75.08
1.4	Sprinkler Maintenance Check	EA	5	\$ 55.00	\$ 275.00	\$ 57.75	\$ 288.75
<b>Dolarway Swales</b>							
2.1	Lawn Maintenance	EA	30	\$ 118.80	\$ 3,564.00	\$ 124.74	\$ 3,742.20
2.2	Sprinkler Activation	EA	1	\$ 60.50	\$ 60.50	\$ 63.53	\$ 63.53
2.3	Sprinkler Winterization	EA	1	\$ 71.50	\$ 71.50	\$ 75.08	\$ 75.08
2.4	Sprinkler Maintenance Check	EA	5	\$ 55.00	\$ 275.00	\$ 57.75	\$ 288.75
<b>Mountain View Swales</b>							
3.1	Lawn Maintenance	EA	30	\$ 335.50	\$ 10,065.00	\$ 352.28	\$ 10,568.25
3.2	Sprinkler Activation	EA	1	\$ 275.00	\$ 275.00	\$ 288.75	\$ 288.75
3.3	Sprinkler Winterization	EA	1	\$ 308.00	\$ 308.00	\$ 323.40	\$ 323.40
3.4	Sprinkler Maintenance Check	EA	5	\$ 176.00	\$ 880.00	\$ 184.80	\$ 924.00
<b>Rotary Park Swales</b>							
4.1	Lawn Maintenance	EA	30	\$ 115.50	\$ 3,465.00	\$ 121.28	\$ 3,638.25
4.2	Sprinkler Activation	EA	1	\$ 60.50	\$ 60.50	\$ 63.53	\$ 63.53
4.3	Sprinkler Winterization	EA	1	\$ 71.50	\$ 71.50	\$ 75.08	\$ 75.08
4.4	Sprinkler Maintenance Check	EA	5	\$ 55.00	\$ 275.00	\$ 57.75	\$ 288.75
<b>Dolarway Bridge</b>							
5.1	Sprinkler Activation	EA	1	\$ 60.50	\$ 60.50	\$ 63.53	\$ 63.53
5.2	Sprinkler Winterization	EA	1	\$ 71.50	\$ 71.50	\$ 75.08	\$ 75.08
5.3	Sprinkler Maintenance Check	EA	5	\$ 55.00	\$ 275.00	\$ 57.75	\$ 288.75
<b>Idaho Avenue Swale</b>							
6.1	Lawn Maintenance	EA	15	\$ 88.00	\$ 1,320.00	\$ 92.40	\$ 1,386.00
<b>Water Street Swales</b>							
7.1	Lawn Maintenance	EA	15	\$ 193.60	\$ 2,904.00	\$ 203.28	\$ 3,049.20
<b>Centerpoint Business Park</b>							
8.1	Lawn Maintenance	EA	30	\$ 231.00	\$ 6,930.00	\$ 242.55	\$ 7,276.50
8.2	Sprinkler Activation	EA	1	\$ 93.50	\$ 93.50	\$ 98.18	\$ 98.18
8.3	Sprinkler Winterization	EA	1	\$ 143.00	\$ 143.00	\$ 150.15	\$ 150.15
8.4	Sprinkler Maintenance Check	EA	5	\$ 82.50	\$ 412.50	\$ 86.63	\$ 433.13
<b>Miscellaneous - All Locations</b>							



<b>Schedule C - Water Utility Sites</b>				<b>2020 Pricing</b>		<b>2021 Pricing</b>	
<b>Item No.</b>	<b>Item Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total Cost</b>	<b>Unit Price</b>	<b>Total Cost</b>
1.1	Craig's Hill Reservoir - Mow & Trim	EA	30	\$ 55.00	\$ 1,650.00	\$ 57.75	\$ 1,732.50
2.1	Mt. Stuart Well - Mow & Trim	EA	30	\$ 99.00	\$ 2,970.00	\$ 103.95	\$ 3,118.50
<b>Schedule C Sub-Total</b>					<b>\$ 4,620.00</b>		<b>\$ 4,851.00</b>
<b>Schedule C Sales Tax (8.3%)</b>					<b>\$ 383.46</b>		<b>\$ 402.63</b>
<b>Schedule C Total</b>					<b>\$ 5,003.46</b>		<b>\$ 5,253.63</b>

<b>Schedule D - Electrical Utility Sites</b>				<b>2020 Pricing</b>		<b>2021 Pricing</b>	
<b>Item No.</b>	<b>Item Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total Cost</b>	<b>Unit Price</b>	<b>Total Cost</b>
<b>Helena Substation</b>							
1.1	Lawn Maintenance	EA	30	\$ 88.00	\$ 2,640.00	\$ 92.40	\$ 2,772.00
1.2	Property Maintenance	EA	30	\$ 33.00	\$ 990.00	\$ 34.65	\$ 1,039.50
1.3	Sprinkler Activation	EA	1	\$ 60.50	\$ 60.50	\$ 63.53	\$ 63.53
1.4	Sprinkler Winterization	EA	1	\$ 71.50	\$ 71.50	\$ 75.08	\$ 75.08
1.5	Sprinkler Maintenance Check	EA	5	\$ 55.00	\$ 275.00	\$ 57.75	\$ 288.75
1.6	Sterilization Pre-emergent Treatment	EA	1	\$ 165.00	\$ 165.00	\$ 173.25	\$ 173.25
1.7	Misc. Landscaping/Irrigation Repairs	FA	EST	\$ 2,200.00	\$ 2,200.00	\$ 2,310.00	\$ 2,310.00
<b>Renewable Energy Park</b>							
2.1	Sterilization Pre-emergent Treatment	EA	1	\$ 979.00	\$ 979.00	\$ 1,027.95	\$ 1,027.95
<b>East Ellensburg Substation</b>							
3.1	Sterilization Pre-emergent Treatment	EA	1	\$ 302.50	\$ 302.50	\$ 317.63	\$ 317.63
<b>Dolarway Substation &amp; Pole Yard</b>							
4.1	Sterilization Pre-emergent Treatment	EA	1	\$ 550.00	\$ 550.00	\$ 577.50	\$ 577.50
<b>East of Dolarway Substation</b>							
5.1	Sterilization Pre-emergent Treatment	EA	1	\$ 132.00	\$ 132.00	\$ 138.60	\$ 138.60
<b>"D" Street Switching Station</b>							
6.1	Sterilization Pre-emergent Treatment	EA	1	\$ 110.00	\$ 110.00	\$ 115.50	\$ 115.50
<b>Chestnut Street Switching Station</b>							
7.1	Sterilization Pre-emergent Treatment	EA	1	\$ 104.50	\$ 104.50	\$ 109.73	\$ 109.73
<b>Miscellaneous - All Locations</b>							
<b>Schedule D Sub-Total</b>					<b>\$ 8,580.00</b>		<b>\$ 9,009.00</b>
<b>Schedule D Sales Tax (8.3%)</b>					<b>\$ 712.14</b>		<b>\$ 747.75</b>
<b>Schedule D Total</b>					<b>\$ 9,292.14</b>		<b>\$ 9,756.75</b>

<b>Schedule E - Natural Gas Utility Sites</b>				<b>2020 Pricing</b>		<b>2021 Pricing</b>	
<b>Item No.</b>	<b>Item Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total Cost</b>	<b>Unit Price</b>	<b>Total Cost</b>
1.1	501 W 4th Avenue - Sterilization & Pre-emergent Treatment	EA	1	\$ 93.50	\$ 93.50	\$ 98.18	\$ 98.18
2.1	1225 Kittitas Highway - Sterilization & Pre-emergent Treatment	EA	1	\$ 93.50	\$ 93.50	\$ 98.18	\$ 98.18
3.1	3261 Kittitas Highway - Sterilization & Pre-emergent Treatment	EA	1	\$ 93.50	\$ 93.50	\$ 98.18	\$ 98.18
4.1	1012 Seattle Avenue - Sterilization & Pre-emergent Treatment	EA	1	\$ 93.50	\$ 93.50	\$ 98.18	\$ 98.18
5.1	901 E 11th Avenue - Sterilization & Pre-emergent Treatment	EA	1	\$ 93.50	\$ 93.50	\$ 98.18	\$ 98.18
<b>Schedule E Sub-Total</b>					<b>\$ 467.50</b>		<b>\$ 490.88</b>
<b>Schedule E Sales Tax (8.3%)</b>					<b>\$ 38.80</b>		<b>\$ 40.74</b>
<b>Schedule E Total</b>					<b>\$ 506.30</b>		<b>\$ 531.62</b>

<b>Schedule F - IT Sites</b>				<b>2020 Pricing</b>		<b>2021 Pricing</b>	
<b>Item No.</b>	<b>Item Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total Cost</b>	<b>Unit Price</b>	<b>Total Cost</b>
1.1	Craig's Hill Telecom Hut - Sterilization & Pre-emergent Treatment	EA	1	\$ 126.50	\$ 126.50	\$ 132.83	\$ 132.83
2.1	Dolarway Hut - Sterilization & Pre-emergent Treatment	EA	1	\$ 126.50	\$ 126.50	\$ 132.83	\$ 132.83
<b>Schedule F Sub-Total</b>					<b>\$ 253.00</b>		<b>\$ 265.65</b>
<b>Schedule F Sales Tax (8.3%)</b>					<b>\$ 21.00</b>		<b>\$ 22.05</b>
<b>Schedule F Total</b>					<b>\$ 274.00</b>		<b>\$ 287.70</b>

<b>Total Bid (Schedules A, B, C, D, E &amp; F)</b>	<b>\$ 84,624.00</b>		<b>\$ 88,855.20</b>
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## CITY COUNCIL AGENDA REPORT

<b>City Council Meeting Date:</b>	March 1, 2021
<b>Item Title/Agenda Subject:</b>	Interlocal Agreement (ILA) with the Kittitas County Flood Control Zone District (KCFCZD).
<b>Submitted by:</b>	Jon Morrow Public Works & Utilities
<b>Recommended Action or Motion:</b>	Authorize the City Manager to sign the agreement and approve the necessary budget adjustments.
<b>Background/Summary:</b>	<p>The KCFCZD has pledged one million dollars towards the Reecer Creek flood management project to assist with design and construction. The Board of County Commissioners (BOCC) raised the tax levee to increase the KCFCZD budget to help pay for the City's project.</p> <p>The ILA will reimburse the City for the work Aspect Engineering is conducting to certify the levee with FEMA, which is included in Amendment No. 2 of the Aspect engineering contract that was approved by Council on February 1, 2021 (Exhibit A).</p> <p>Future amendments to this ILA will occur on an as needed basis to help fund the project.</p>
<b>Previous Council Action:</b>	Council approved Amendment No. 2 (Exhibit A attached) to Aspect Engineering contract for FEMA certification work in the amount of \$81,637 on February 1, 2021. The ILA (attached) is before Council for the first time for authorization.
<b>Analysis:</b>	Funds committed by the County will be used for design and construction services on an as needed basis, thus requiring future amendments to this ILA.
<b>Financial Impact:</b>	This ILA reimburses the Stormwater Utility \$111,637.00 for the work Aspect Engineering is providing the City. The entire KCFCZD contribution is included in the adopted 2021 Arterial Street Fund budget, and the balance of the ILA funds are anticipated to reimburse project costs in that fund. A budget adjustment is necessary to move revenue for this first reimbursement to the Stormwater budget. The Arterial Street

Fund has adequate resources to accommodate the shift to ILA funding and maintain projected ending fund balance within the policy threshold. The balance remaining on the County's commitment is \$888,363.00 after reimbursement.

**Attachments:**

[City-County Interlocal Agreement re Flood Control Zone District](#)

## **INTERLOCAL AGREEMENT BETWEEN KITTITAS COUNTY FLOOD CONTROL ZONE DISTRICT AND CITY OF ELLENSBURG**

This Interlocal Agreement is made and entered into this \_\_\_\_day of\_\_\_\_\_, 2021, by and between the City of Ellensburg (hereinafter the “City”) and Kittitas County through the Kittitas County Flood Control Zone District (hereinafter the “District”).

### **RECITALS**

**WHEREAS**, the Interlocal Cooperation Act, as amended, and codified in Chapter 39.34 of the Revised Code of Washington (“RCW”), provides for public agencies to enter into agreements for joint or cooperative action authorized under that chapter; and

**WHEREAS**, Kittitas County established a County-Wide Flood Control Zone District pursuant to Chapter 86.15 RCW for the purpose of addressing flood management needs within the county; and

**WHEREAS**, RCW 86.15.080(8) provides for flood control zone districts to enter into cooperative agreements with any political subdivision; and

**WHEREAS**, the City of Ellensburg is undertaking the Reecer Creek Flood Hazard Reduction and Floodplain Restoration Project; and

**WHEREAS**, Flood Control Zone Districts can provide grant funds to political subdivisions of the state that are located within the boundaries of the zone, so long as the use of the grant funds is within the purposes authorized under Chapter 86.15 RCW; and

**WHEREAS**, the Kittitas County Flood Control Zone District has included a total of \$1,000,000 in funding for the Reecer Creek Flood Hazard Reduction and Floodplain Restoration Project in its 2020 and 2021 annual budgets; and

**WHEREAS**, the Kittitas County Flood Control Zone District and the City of Ellensburg desire to allocate a portion of the funding to conduct Reecer Creek Floodplain Mapping and Levee Certification Support Services in support of the Reecer Creek Flood Hazard Reduction and Floodplain Restoration Project;

**NOW THEREFORE**, it is agreed as follows:

## TERMS

1. **Legal Basis.** This Agreement is entered into pursuant to Chapter 39.34 (the Interlocal Cooperation Act) and Chapter 86.15 RCW (Flood Control Zone Districts).
2. **Purpose.** The purpose of this agreement is for the District to grant the City funding up to \$111,637 to assist with its implementation of the scope of work identified in Appendix A and advance the Reecer Creek Flood Hazard Reduction and Floodplain Restoration Project.
3. **Term of Agreement.** The term of this Agreement shall be from its effective date through December 31, 2021 or as otherwise agreed to by the parties as provided in Section 14 or terminated as provided in Section 16.
4. **Payment.** Payment shall be made on a reimbursable basis for costs incurred by the City to complete the scope of work identified in Exhibit A (Amendment to Professional Services Agreement between Aspect Consulting LLC and the City of Ellensburg). Costs incurred before the effective date of this agreement are eligible for reimbursement. Payment for satisfactory performance shall not exceed this amount unless the parties mutually agree in writing to a higher amount.
5. **Billing Procedure.** The City shall submit invoices monthly. Invoices are to be sent to: Kittitas County Department of Public Works, 411 North Ruby Street, Suite 1, Ellensburg, WA 98926, Attn: Arden Thomas, and will be paid within thirty (30) days of receipt by the District. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within thirty (30) days after the expiration date or termination of the Agreement, whichever is earlier.
6. **Contract Management.** The Agreement Administrator for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Agreement Administrator for the City of Ellensburg is: Mr. Jon Morrow, 501 North Anderson Street, Ellensburg, WA 98926. Telephone: 509-962-7007.

The Agreement Administrator for the District is: Ms. Arden Thomas, 411 North Ruby Street, Suite 1, Ellensburg, WA 98926. Telephone: 509-962-7523.

7. **Maintenance of Record.** Each party hereto agrees to maintain books, records and documents using accounting procedures which accurately reflect all direct and indirect costs related to the performance of services described herein. Each party may examine the other party's books and records to verify the accuracy of invoices. Each party's fiscal management system shall include the capability to provide accurate and complete disclosure of all costs invoiced under this Agreement. All books, records, documents and other materials relevant to this agreement will be retained for six years after expiration of the Agreement, and the Office of the State Auditor and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.
8. **Indemnification.** Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions, or those of its officers, agents or employees to the fullest extent provided by the law, and further agrees to save, indemnify, defend and hold harmless the other party from any and such liability arising out of the performance of this Agreement. In the case of negligence of more than one party, any damages allowed shall be levied in proportion to the percentage of the negligence attributable to each party. This indemnification paragraph shall survive the termination of this Agreement.
9. **Assignment.** This Agreement cannot be assigned, transferred or any portion subcontracted by either party hereto without the prior written consent of the other party, which consent shall not be reasonably withheld.
10. **Future Support.** Neither party to this Agreement makes any commitment to future support and assumes no obligation for future support of any activity contracted for herein, except as may be expressly set forth in this Agreement.
11. **Compliance with Laws.** Each party hereto, in its performance of this Agreement, agrees to comply with all applicable local, State and Federal laws and ordinances.
12. **Relationship of the Parties.** In the performance of the work herein contemplated (Exhibit A), the party performing the work is an independent contractor with the authority to control and direct the performance of the details of the work; however, the work contemplated herein shall be subject to the general rights of inspection and review of the party requesting the work be done, to secure the satisfactory completion thereof.

13. **Jurisdiction.** Any legal dispute between the parties to this Agreement shall be governed by the laws of the State of Washington, and any action to enforce this Agreement shall be brought in Kittitas County, Washington.
14. **Modification.** The provisions of this Agreement may be modified or amended only by written mutual agreement of the parties, executed by personnel authorized to bind each of the parties.
15. **Waiver.** A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.
16. **Termination.** This Agreement shall remain in full force and effect until terminated on December 31, 2021, by mutual written agreement of the parties, or by written notice of termination given by one party to the other at least thirty (30) days prior to the date of such termination.
17. **Agreement Not for Benefit of Third Parties.** This Agreement is entered into solely for the benefit of the parties hereto and vests no rights in, or is it enforceable by, any third parties.
18. **Severability.** If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.
19. **Filing.** This Agreement shall be filed with the Kittitas County Auditor, or, alternatively, listed by subject on each or either party's website or other electronically retrievable public source pursuant to Revised Code of Washington 39.34.040.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

CITY OF ELLENSBURG

KITTITAS COUNTY

\_\_\_\_\_  
John Akers, City Manager

\_\_\_\_\_  
Brett Wachsmith, Chairman

Attest:

Attest:

\_\_\_\_\_

\_\_\_\_\_

Clerk of the Board

Approved as to Form:

\_\_\_\_\_  
City Attorney

EXHIBIT A

Amendment to Professional Services Agreement  
Between Aspect Consulting, LLC and the City of Ellensburg



# Amendment to Professional Services Agreement

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

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

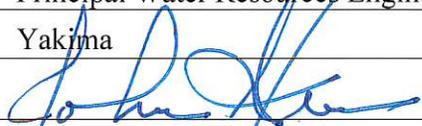
<b>Bainbridge Island Office:</b>	350 Madison Avenue North, Bainbridge Island, WA 98110	(206) 780-9370
<b>Bellingham Office:</b>	907 Harris Avenue, Suite 301, Bellingham, WA 98225	(360) 746-8964
<b>Seattle Office:</b>	401 Second Avenue S, Suite 201, Seattle, WA 98104	(206) 328-7443
<b>Wenatchee Office: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

**Amendment No. 1**

Project No. 20064

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

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

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

copy

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

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

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

**1. RECITALS.**

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

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

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

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

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

**2. SCOPE OF WORK.**

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

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

Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

## **5. MAXIMUM COMPENSATION.**

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

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

## **6. RELATIONSHIP OF PARTIES.**

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

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

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

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

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

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

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

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

**10. SUBCONTRACTING.**

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

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

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

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

## **11. SUPERVISION, INSPECTION AND PERFORMANCE.**

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

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

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

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

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

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

#### **14. TERMINATION.**

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

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

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

#### **15. INDEMNIFICATION/HOLD HARMLESS.**

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

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

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

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

## **16. INSURANCE.**

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

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

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

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

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

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

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

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

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

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

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

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

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

and shall not contribute with it.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit A – Scope of Work

Exhibit B – Schedule for the Work

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

Exhibit D – Budget for Each Task

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

**CONSULTANT:**

By: 

Printed Name: **John Knutson, PE**

Title: **Principal Water Resources Engineer**

Tax ID#: **91-2149055**

**THE CITY OF ELLENSBURG:**

By: 

Printed Name: RYAN LYYSKI

Title: PUBLIC WORKS & UTILITIES DIR

ATTEST:   
Clerk

Approved as to Form:

  
City Attorney

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## REECER CREEK FLOODPLAIN MAPPING AND LEVEE CERTIFICATION SUPPORT SERVICES

### Scope of Work

Aspect Consulting LLC, February 4<sup>th</sup>, 2020

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### Background

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

### Phased Support Services

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

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

## Scope of Work

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

### Task 1: Phase 1 Support Services

Aspect will:

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

### Task 1 Deliverables

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

### Task 1 Assumptions

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

**Schedule**

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



**SCHEDULE OF CHARGES**

Effective January 2020

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

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

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

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

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

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

**Exhibit D – Task Budget**

<b>Task</b>	<b>Time and Materials Budget</b>
Task 1: Phase 1 Support Services	\$15,000



## CITY COUNCIL AGENDA REPORT

**City Council Meeting Date:** March 1, 2021

**Item Title/Agenda Subject:** Resolution 2021-04 - 404 N Sampson St - Snedeker street tree removal request

**Submitted by:** Gordon Crane Public Works & Utilities

**Recommended Action or Motion:** Approve attached Resolution.

**Background/Summary:** At the February 1, 2021 City Council meeting, Mr. Snedeker requested permission to remove a street tree at his residence. The City Council approved his request on a voice vote. The attached Resolution will give Mr. Snedeker written permission to proceed.

**Previous Council Action:** At the February 1 2021 City Council meeting, Mr. Snedeker requested permission to remove a street tree at his residence. The City Council approved his request and directed staff to prepare a Resolution for consideration at this meeting.

**Analysis:**

Tree Condition:

The tree is in excellent condition. A few smaller branches have been mal-pruned, with some topping or tipping cuts.

City Infrastructure damage: none

Tree Maintenance activity by City: none known.

Species suitability to location: the tree is suitable to its location. Honey Locust are on the approved street tree list, and common in this area.

Mr. Snedeker states that the tree roots have “encroached into the crawlspace below the house, putting stress on the foundation.” There is no sign of large surface roots near the house foundation, so this statement is difficult to assess. There is no lifting of adjacent City or private sidewalks that are near the tree.

Most tree roots are within the top 12” to 18” of the surface, and will typically be greatly reduced underneath buildings where the soil moisture is low compared to the yard areas outside the house. Root pruning and/or a root barrier are options to reduce root intrusion under house footings.

Private damage claims processed by the City: None known.

**Financial Impact:** None for the City. The cost will be borne by the applicant.

**Attachments:**

[Resolution 2021-04 - 404 N Sampson St - Snedeker street tree removal](#)

**RESOLUTION NO. 2021-04**

A RESOLUTION authorizing Jeff Snedeker to remove one street tree located at 404 N Sampson Street;

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

WHEREAS, Jeff Snedeker has requested permission to remove one street tree, and presented information supporting his request to City Council at its February 1, 2021 meeting;

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

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

Section 1. Jeff Snedeker is authorized to remove one street tree located at 404 N Sampson Street. Approval is conditioned upon Jeff Snedeker first receiving a Street Tree Permit and Public Works Permit from the City of Ellensburg Public Works & Utilities Department for removal of the tree at Jeff Snedeker's expense including removal of the stump, and replanting one street tree from the City's Street Tree List in the City right of way in an approved location, within one year.

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

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

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

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MAYOR

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CITY CLERK



## CITY COUNCIL AGENDA REPORT

**City Council Meeting Date:** March 1, 2021

**Item Title/Agenda Subject:** Resolution 2021-05 - City Hall tree removals on 6th Ave

**Submitted by:** Gordon Crane Public Works & Utilities

**Recommended Action or Motion:** Adopting the attached resolution authorizes the City's Public Works & Utilities Department to remove four Street Trees.

**Background/Summary:** Public Works is requesting to remove four street trees located in a planting strip on 6th Ave, north of City Hall. Public Works is requesting to remove and replace the trees to allow for construction of new paverstone sidewalk and increase the on street parking by installing angled parking. The proposed improvements will remove the existing old concrete sidewalks and install brick paver sidewalks consistent with remainder of City Hall, re-plant four trees and install irrigation system to trees/landscape area along the Sixth Avenue frontage.

**Previous Council Action:** None for these trees.

**Analysis:**

Tree Condition:

Three of the trees are Norway Maples, and the other tree is a maple cultivar Freeman Maple 'Celebration', planted during the original 2003 City Hall remodel and frontage improvements. The trees vary in condition and age. The Norway Maples are likely over 90 years old. The two trees west of the driveway are in declining health, and the remaining Norway Maple east of the driveway is in fair condition. In 2019 the City removed one Norway Maple along this same planting strip, due to declining health.

The 'Celebration' maple is in excellent health. It was planted in 2003 with the City Hall improvements. It does have unbalanced architecture, since several of the lower scaffold limbs are out competing the main leader and have become larger than

desirable, in relation to the main stem.

City Infrastructure damage: minimal due to tree roots. Several of the sidewalk panels near one of the trees have required some remedial sidewalk grinding, due to lifting by tree roots.

Tree Maintenance activity by City: all three Norway Maples have had maintenance pruning to remove deadwood and limbs in most severe decline.

Species suitability to location: Norway Maples are on the approved street tree list, and are the most common street tree, representing about 9.2% of all street trees. 'Celebration' maples are also on the approved street tree list.

Private damage claims processed by the City: None known.

Removal of the trees is appropriate, to install the sidewalk, curb and gutter improvements.

**Financial Impact:**

The sidewalk, curb and gutter improvements are included in the 2021 budget.

**Attachments:**

[Resolution 2021-05 - City Hall tree removal](#)

[Resolution 2021-05 - City Hall tree removal graphics](#)

**RESOLUTION NO. 2021-05**

A RESOLUTION authorizing Public Works and Utilities to remove four street trees located at 501 N. Anderson Street, on the 6<sup>th</sup> Ave frontage.

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

WHEREAS, Public Works and Utilities has requested permission to remove four street trees;

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

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

Section 1. Public Works and Utilities is authorized to remove four street trees located at 501 N. Anderson St. Approval is conditioned upon Public Works first receiving a Street Tree Permit from the City of Ellensburg Public Works & Utilities Department for removal of the trees at the City of Ellensburg's expense, including removal of the stumps, and replanting four street trees from the City's Street Tree List in the City right of way in an approved location, within one year.

Section 2. Removal of the stumps shall be done within 30 days of the removal of the trees.

ADOPTED by the City Council of the City of Ellensburg this March 1<sup>st</sup> 2021.

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MAYOR

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CITY CLERK

Attachment 1 – City Hall Street Tree removal request



Norway maples, west of the driveway.

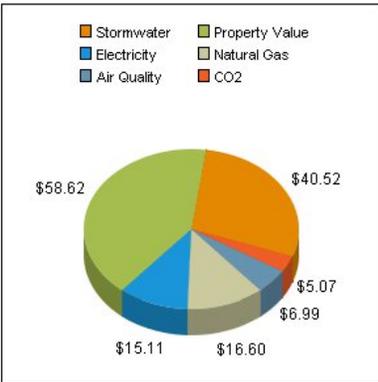


Norway maple (right tree) and 'Celebration' maple, west of the driveway.

# National Tree Benefit Calculator

Beta

Overall Benefits | Storm Water | Property Value | Energy | Air Quality | CO2 | About the Model



**This 30 inch Norway maple provides overall benefits of: \$143 every year.**

While some functional benefits of trees are well documented, others are difficult to quantify (e.g., human social and communal health). Trees' specific geography, climate, and interactions with humans and infrastructure is highly variable and makes precise calculations that much more difficult. Given these complexities, the results presented here should be considered initial approximations—a general accounting of the benefits produced by urban street-side plantings.

Benefits of trees do not account for the costs associated with trees' long-term care and maintenance.

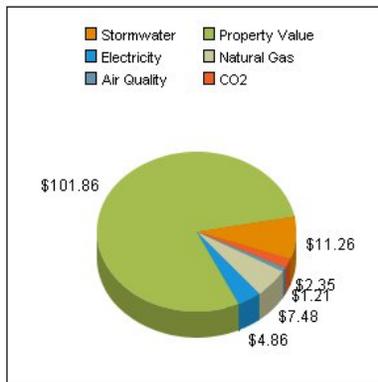
**If this tree is cared for and grows to 35 inches, it will provide \$155 in annual benefits.**

**Breakdown of your tree's benefits**  
Click on one of the tabs above for more detail



Norway maple  
Acer platanoides

Overall Benefits | Storm Water | Property Value | Energy | Air Quality | CO2 | About the Model



**This 10 inch Freeman maple provides overall benefits of: \$129 every year.**

While some functional benefits of trees are well documented, others are difficult to quantify (e.g., human social and communal health). Trees' specific geography, climate, and interactions with humans and infrastructure is highly variable and makes precise calculations that much more difficult. Given these complexities, the results presented here should be considered initial approximations—a general accounting of the benefits produced by urban street-side plantings.

Benefits of trees do not account for the costs associated with trees' long-term care and maintenance.

**If this tree is cared for and grows to 15 inches, it will provide \$170 in annual benefits.**

**Breakdown of your tree's benefits**  
Click on one of the tabs above for more detail



Freeman maple  
Acer x freemanii



## CITY COUNCIL AGENDA REPORT

<b>City Council Meeting Date:</b>	March 1, 2021
<b>Item Title/Agenda Subject:</b>	Centerfuse (Ellensburg Business Development Authority Board) Applicant Confirmation
<b>Submitted by:</b>	Laurie Gigstead City Manager Department
<b>Recommended Action or Motion:</b>	Confirm the Centerfuse/Ellensburg Business Development Authority Board recommendation of the appointment Del Bankston to fill the current board vacancy.
<b>Background/Summary:</b>	Del Bankston has recently applied to serve on the Centerfuse/Ellensburg Business Development Authority Board. The EBDA considered the application and is recommending the appointment of Del Bankston (see the attached email and application).
<b>Previous Council Action:</b>	N/A
<b>Analysis:</b>	The EBDA/CenterFuse solicits applications to open board positions and makes recommendations to the City Council for appointment to the Board. The procedure for filling open positions is outlined in City Code and the EBDA Charter. The recommended board appointment process was consistent with City Code and the EBDA Charter.
<b>Financial Impact:</b>	None.
<b>Attachments:</b>	
	<a href="#">Centerfuse (EBDA) Recommendation</a>
	<a href="#">Del Bankston Applicaton</a>

## Laurie Gigstead

---

**From:** Margaret Reich <director@ellensburgcenterfuse.com>  
**Sent:** Monday, February 15, 2021 8:40 AM  
**To:** Laurie Gigstead  
**Subject:** [Ext] Bankston application to EBDA  
**Attachments:** Bankston, Del Board Application.pdf

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

At the February 10, 2021 meeting, the CenterFuse/EBDA board endorsed the application received from Del Bankston, and voted in favor of appointing him to the board. Please find Mr. Bankston's application attached to this email for reference.

Let me know if you need any other information.

Thank you,  
Margaret

--  
Margaret Reich  
Executive Director  
Centerfuse  
Ellensburg Business Development Authority  
phone: (509) 955-3880  
visit us online at [ellensburgcenterfuse.com](http://ellensburgcenterfuse.com)

# Centerfuse Board Application

CenterFuse strategically recruits and supports businesses and connects them with the resources they need so they can start, grow, and prosper. Our nine member volunteer board has diverse membership of business owners, workforce developers, financiers, and more. The board meets once a month.

Please complete the following form to have your application considered to fill a vacancy on the board. We look forward to your application.

Any questions can be directed to [director@ellensburgcenterfuse.com](mailto:director@ellensburgcenterfuse.com).

Name (first and last) \*

Del Bankston

---

Address (include city, state, zip) \*

---

Email address

---

Phone where we can reach you during the day \*

---

Do you live in Ellensburg? \*

- Yes
- No

What is your current occupation and your background \*

Outside Sales Representative for a Glass Manufacturing Company.

My background is working in the Fenestration (exterior facades mostly glass) Industry for 40+ years, Sales, Management, and Ownership.

---

What organizations are you affiliated with?

---

What interests you about serving on the Centerfuse board? \*

Give back and help develop and guide the community I live in.

---

Will you be able to attend meetings on a regular basis? \*

- Yes
- No
- Maybe

This content is neither created nor endorsed by Google.

---

**From:** Tristen Lamb <lambt@ci.ellensburg.wa.us>  
**Sent:** Tuesday, February 23, 2021 9:10 AM  
**To:** Bruce Tabb <tabbb@ci.ellensburg.wa.us>; John Akers <akersj@ci.ellensburg.wa.us>  
**Subject:** Excused Absence Request for 3/1

Mayor,

I'm requesting an excused absence for Monday 3/1.

Thank You,  
Tristen

Get [Outlook for iOS](#)

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

2/22/2021  
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 **1st DAY OF MARCH 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	<b>152016</b>	TO	<b>152166</b>	\$ 481,530.52
EFT #'s	<b>4679</b>	TO	<b>4703</b>	\$ 644,211.13

Payroll Fund			Total Amounts	
Check #'s	<b>95281</b>	TO	<b>95288</b>	\$ 10,825.19
Direct Deposits	<b>60162</b>	TO	<b>60368</b>	\$ 383,121.79

\_\_\_\_\_  
COUNCIL MEMBER

\_\_\_\_\_  
COUNCIL MEMBER

\_\_\_\_\_  
COUNCIL MEMBER

\_\_\_\_\_  
COUNCIL MEMBER

ATTEST: \_\_\_\_\_  
CITY CLERK



## CITY COUNCIL AGENDA REPORT

**City Council Meeting Date:** March 1, 2021

**Item Title/Agenda Subject:** Board and Commission Applications.

**Submitted by:** Laurie Gigstead City Manager Department

**Recommended Action or Motion:** Conduct introduction of Ali Brown and consider appointments.

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

**Previous Council Action:** Fiona Corner, Rob Rapose, Gwen Budnik, and Sara Omrani were previously introduced.

**Analysis:** There is one vacancy on the Arts Commission and one vacancy on the Parks and Recreation Commission.

**Financial Impact:** N/A

**Attachments:**

[B and C Agenda Report Chart 3-1-21](#)

[Fiona Corner Application](#)

[Rob Rapose Application](#)

[Gwen Budnik Application](#)

[Sara Omrani Application](#)

[Ali Brown 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	0	0	0	1	0	1	0	0
APPLICANTS														
Fiona Corner		1 <sup>st</sup>								2 <sup>nd</sup>				
Rob Rapose		1 <sup>st</sup>												
Gwen Budnik		1 <sup>st</sup>												
Sara Omrani		1 <sup>st</sup>												
Ali Brown										1 <sup>st</sup>				

## Laurie Gigstead

---

**From:** noreply@civicplus.com  
**Sent:** Friday, January 15, 2021 12:42 PM  
**To:** Laurie Gigstead  
**Subject:** [Ext] Online Form Submittal: Application for Appointment

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

### Application for Appointment

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

Boards & Commissions      Arts Commission

Name of Applicant:      Fiona Corner

Address

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

City      Ellensburg

State      WA

Zip      98926

Email Address

Phone Number

Length of Residence in Ellensburg      4 years and 5 months

Do you live within the city limits?      Yes

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

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

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

---

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

---

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

---

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

---

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

---

Boards & Commissions Parks and Recreation Commission

---

Boards & Commissions *Field not completed.*

---

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## Laurie Gigstead

---

**From:** noreply@civicplus.com  
**Sent:** Thursday, January 21, 2021 1:45 PM  
**To:** Laurie Gigstead  
**Subject:** [Ext] Online Form Submittal: Application for Appointment

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

### Application for Appointment

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

Boards & Commissions      Arts Commission

Name of Applicant:      Rob Rapose

Address

Mailing Address (If  
Different)

City      Ellensburg

State      Washington

Zip      98926

Email Address

Phone Number

Length of Residence in  
Ellensburg      10 years

Do you live within the city  
limits?      No

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

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

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

---

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

---

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

---

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

---

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

---

Boards & Commissions Landmarks and Design Commission

---

Boards & Commissions *Field not completed.*

---

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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

**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:	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.*

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

## 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

**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:      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 *Field not completed.*

Boards & Commissions *Field not completed.*

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

## Laurie Gigstead

---

**From:** noreply@civicplus.com  
**Sent:** Friday, February 12, 2021 11:44 AM  
**To:** Laurie Gigstead  
**Subject:** [Ext] Online Form Submittal: Application for Appointment

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

### Application for Appointment

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

Boards & Commissions      Parks and Recreation Commission

Name of Applicant:      Ali Brown

Address

Mailing Address (If  
Different)

City      Ellensburg

State      wa

Zip      98926

Email Address

Phone Number

Length of Residence in  
Ellensburg      3 years, this time, 5 years total.

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 am not currently working, because I have long term health  
issues that prevent me from working full time. However; my  
working background starts with working for the City of Yakima

Parks and Rec department as well as Yakima Country Parks and Rec during the summers while I was in high school. During that time, I also worked at Memorial Hospital in dietary services, and as a Pre-K teachers aid at a montessori school. After high school, I moved from Yakima to Ellensburg to attend CWU, with a focus in psychology. I have worked in the food industry, childcare, retail, and even managed my own GNC store for a couple of years. I done many different things in my life that have let me interact with people from all walks of life.

---

Organization Affiliations: I have formerly worked with Special Olympics WA, Yakima Co. Parks and Rec, Yakima Rotary Club, Yakima Greenway Foundation.

---

Why are you seeking appointment? I grew up in a park. My dad ran the Yakima Greenway Foundation for over 20 years. I spent my entire childhood basically living in a 12-mile long parks system. I know how important Parks and Rec is to a community, and I would really like to be a part of that again. I have been looking for a way to start getting involved in the Ellensburg community ever since I moved back here, and I really feel like the Parks Commission would be a great fit for me.

---

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 Affordable Housing Commission

---

Boards & Commissions Environmental Commission

---

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## CITY COUNCIL AGENDA REPORT

**City Council Meeting Date:** March 1, 2021

**Item Title/Agenda Subject:** Diversity, Equity and Inclusion Commission - Ordinance for second reading and adoption.

**Submitted by:** John Akers City Manager Department

**Recommended Action or Motion:** Consider second reading and adoption of the Ordinance.

**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.

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 which occurred at Council's February 16 regular meeting. Council approved first reading with an amendment clarifying the residency requirements in Section 1.88.020 (A) of the ordinance.

**Previous Council Action:** At Council's February 16 regular meeting, first reading of the ordinance was approved with an amendment clarifying the residency requirements in Section 1.88.020 (A) of the ordinance.

**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 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 and has received first reading by the City Council. Final action before you this evening is second reading and adoption.

**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:**

4871 - DEI Commission Ordinance (03-01-21) (002)

ORDINANCE NO. 4871

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, and all members must be residents of Kittitas County.

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 30<sup>th</sup> 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.

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The foregoing ordinance was passed and adopted at a regular meeting of the City Council on the 1<sup>st</sup> day of March, 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. 4871 is a true and correct copy of said Ordinance of like number as the same was passed by said Council, and that Ordinance No. 4871 was published as required by law.

\_\_\_\_\_  
BETH LEADER



## CITY COUNCIL AGENDA REPORT

- City Council Meeting Date:** March 1, 2021
- Item Title/Agenda Subject:** First reading of proposed ordinance authorizing the issuance of 2021 LTGO Refunding Bonds
- Submitted by:** Jerica Pascoe Finance Department
- Recommended Action or Motion:** Staff recommends Council conduct first reading of the proposed ordinance authorizing the issuance of 2021 LTGO Refunding Bonds.
- Background/Summary:** Attached is a proposed ordinance as prepared by the City's bond counsel, Stradling Yocca Carlson & Rauth, a Professional Corporation, authorizing the issuance, sale and delivery of limited tax general obligation refunding bonds in an amount necessary to refund certain outstanding limited tax general obligation bonds of the City to achieve a debt service savings and to pay the costs of issuance and sale of the bonds.
- Previous Council Action:** Ordinance No. 4560, adopted by City Council on February 16, 2010, authorized the issuance of the 2010 Limited Tax General Obligation Bonds in the aggregate principal amount of \$2,935,000.
- Analysis:** Pursuant to Chapter 39.52 RCW and other applicable State law, the City is authorized to refund the City's outstanding Limited Tax General Obligation Bonds 2010, (the "2010 Bonds") in order to achieve a debt service savings over the remaining life of the bonds. The 2010 Bonds were originally issued to pay the costs of various capital projects of the City and to pay cost of issuance. In the 2010 Bond Ordinance, the City reserved the right to redeem the 2010 Bonds prior to their maturity at a price equal to 100% of the principal amount to be redeemed, plus accrued interest on any date on or after December 1, 2020. The 2010 Bonds currently outstanding in the aggregate principal amount of \$1,675,000 mature in the years 2021, 2022, 2023, 2024, and 2030 and bear interest rates ranging from 3.5% to 5%.

The Finance Director will solicit proposals for purchase of the

bonds and select the purchasing entity or bank from those proposals. The final principal amount of the bonds, interest rate, principal maturities and prepayment provisions of the bonds to be fixed under such terms and conditions are approved by this ordinance.

**Financial Impact:**

For purposes of the ordinance, we included a minimum Net Present Value (NPV) savings threshold of 5%. This is a conservative estimate that would correspond with an interest rate on the refunding bond of about 3%. Based on our preliminary estimates, we estimate NPV savings in the 9.50% to 12% range (or \$160,000 to \$210,000). In terms of (nominal) cash flow savings, this translates to \$18,000 to \$23,000 annually.

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. Actual interest rates and costs will be determined based on bank responses to a request for financing proposals. Following the sale of the Bond, staff shall provide a report to Council describing the final terms for the Bond approved.

**Attachments:**

[Ordinance City of Ellensburg \(LTGO Refunding Bonds 2021\)](#)

CITY OF ELLENSBURG, WASHINGTON

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE of the City of Ellensburg, Washington, relating to contracting indebtedness; authorizing the issuance, sale and delivery of limited tax general obligation refunding bonds in an amount necessary to refund certain outstanding limited tax general obligation bonds of the City to achieve a debt service savings and to pay the costs of issuance and sale of the bonds; fixing or setting parameters with respect to certain terms and covenants of the bonds authorized by this ordinance; appointing the City's designated representative to conduct the sale of the bonds authorized in this ordinance in one or more series and to approve Bond Sale Terms for each sale of bonds; and providing for other related matters.

Passed March \_\_\_\_, 2021

This document prepared by:

Stradling Yocca Carlson & Rauth,  
a Professional Corporation  
Seattle, Washington  
(206) 829-3000

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*\*The cover page, table of contents and section headings of this ordinance are for convenience of reference only, and shall not be used to resolve any question of interpretation of this ordinance.*

CITY OF ELLENSBURG, WASHINGTON

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE of the City of Ellensburg, Washington, relating to contracting indebtedness; authorizing the issuance, sale and delivery of limited tax general obligation refunding bonds in an amount necessary to refund certain outstanding limited tax general obligation bonds of the City to achieve a debt service savings and to pay the costs of issuance and sale of the bonds; fixing or setting parameters with respect to certain terms and covenants of the bonds authorized by this ordinance; appointing the City's designated representative to conduct the sale of the bonds authorized in this ordinance in one or more series and to approve Bond Sale Terms for each sale of bonds; and providing for other related matters.

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

Section 1. Recitals and Findings. The City takes note of the following facts and makes the following findings and determinations:

(a) *Opportunity to Refund Outstanding Debt to Achieve Savings.* Pursuant to Chapter 39.53 RCW and other applicable State law, the City is authorized to refund the City's outstanding Limited Tax General Obligation Bonds, 2010 (the "2010 Bonds") in order to achieve a debt service savings over the remaining life of the bonds. The 2010 Bonds were originally issued to pay the costs of various capital projects of the City, including replacement or repair of roofs on municipal buildings, renovations, improvements, and repairs at the City's pool facility, various park property and facility improvements, an audio system for the Council chamber, traffic signal and road projects, parking improvements for the municipal library, and a flood plain improvement project, and to pay cost of issuance. In the 2010 Bond Ordinance the City reserved the right to redeem the 2010 Bonds prior to their maturity at a price equal to 100% of the principal amount to be redeemed, plus accrued interest, on any date on or after December 1, 2020. The 2010 Bonds are currently outstanding in the aggregate principal amount of \$1,675,000, mature in the years 2021, 2022, 2023, 2024, and 2030, and bear interest at rates ranging from 3.50% to 5.00%.

(b) *Finding Regarding Debt Service Savings.* After due consideration, it appears to the City Council that in order to realize a debt service savings to the City, it is in the best interest of the City to authorize the Designated Representative to take such steps as are necessary or convenient to carry out the refunding of all or a portion of the 2010 Bonds by the issuance and sale of the Bonds authorized herein. The 2010 Bonds that are to be refunded shall be selected by the Finance Officer, such that a savings equal to or exceeding the savings target set forth in Exhibit A will be effected by the difference between the principal and interest cost over the life of the Bonds and the interest cost over the life of the 2010 Bonds.

(c) *Legal Authorization and Debt Capacity.*

(1) Statutory Authority. Pursuant to applicable law, including without limitation chapters 35.37, 35A.40, 39.36, 39.44, 39.46, 39.50, 39.52 and 39.53 RCW, the City is authorized to issue general obligation bonds for the purpose of carrying out the Refunding Plan

(subject to meeting the savings target set forth in Exhibit A) and paying the costs of issuance of the Bonds.

(2) Debt Capacity. Based on the following facts, this aggregate amount may be issued within the amount permitted to be issued by the City for general municipal purposes without a vote:

(i) The assessed valuation of the taxable property within the City as ascertained by the last preceding assessment for City purposes for collection in the calendar year 2021 was \$1,947,143,644. The City's debt capacity permitted for general municipal purposes without a vote ("non-voted debt capacity") was equal to \$29,207,155 (1½% of the value of the taxable property within the City), and its debt capacity for general municipal purposes.

(ii) As of December 31, 2020, the City has limited tax general obligation indebtedness, consisting of bonds, notes, financing leases and conditional sales contracts outstanding in the principal amount of \$9,119,604. When added to the maximum amount of Bonds authorized, this amount is within the City's available debt capacity permitted for general municipal purposes without a vote, which is limited to 1½% of the value of the taxable property within the City.

(iii) As of December 31, 2020, the City has unlimited tax general obligation indebtedness for capital purposes only outstanding in the principal amount of \$350,000 for general municipal purposes; \$0 for City-owned water, artificial light, and sewers; and \$0 for acquiring or developing open space, park facilities, and capital facilities associated with economic development. The indebtedness described in this paragraph has been incurred with the approval of the requisite proportion of the City's qualified voters at an election meeting the minimum turnout requirements, within the limit of up to 2½% of the value of the taxable property within the City for general municipal purposes (when combined with the outstanding limited tax general obligation indebtedness), 2½% for utility purposes and 2½% for open space, parks and economic development purposes.

Section 2. Definitions. As used in this ordinance, the following capitalized terms shall have the following meanings:

(a) "*2010 Bond Ordinance*" means Ordinance No. 4560 of the City adopted on February 16, 2010, authorizing the issuance of the 2010 Bonds, as identified in Exhibit B.

(b) "*2010 Bonds*" means the Limited Tax General Obligation Bonds, 2010, originally issued in the aggregate principal amount of \$2,935,000, as authorized by the 2010 Bond Ordinance. The maturities of the 2010 Bonds to be refunded with proceeds of the Bonds shall be selected and identified in the Refunding Plan approved by the Designated Representative.

(c) "*Acquired Obligations*" means those Government Obligations, if any, purchased to accomplish the refunding of the 2010 Bonds as authorized by this ordinance and in accordance with the 2010 Bond Ordinance.

(d) “*Authorized Denomination*” means \$5,000 or any integral multiple thereof within a maturity of a Series, or such other minimum authorized denomination as may be specified by the Designated Representative in a Bond Purchase Agreement for a Series.

(e) “*Beneficial Owner*” means, with respect to a Bond, the owner of any beneficial interest in that Bond.

(f) “*Bond*” means each bond issued pursuant to and for the purposes provided in this ordinance.

(g) “*Bond Counsel*” means the 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.

(h) “*Bond Fund*” means funds or accounts of the City designated for the payment of the principal of and interest on the Bonds.

(i) “*Bond Purchase Agreement*” means a written offer to purchase a Series of the Bonds pursuant to certain Bond Sale Terms, which offer has been accepted by the Designated Representative on behalf of the City, in accordance with this ordinance. In the case of a competitive sale, the official notice of sale, the Purchaser’s bid and the award by the City shall constitute the Bond Purchase Agreement for purposes of this ordinance.

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

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

(l) “*Bond Sale Terms*” means the terms and conditions for the sale of a Series of 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 A.

(m) “*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 in those Bonds is neither maintained by nor the responsibility of the City or the Bond Registrar.

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

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

(p) “*City Refunding Contribution*” means money of the City from sources other than proceeds of the Bonds that is legally available and allocated to carrying out the Refunding Plan, as determined by the Designated Representative.

(q) “*Code*” means the United States Internal Revenue Code of 1986, as amended, and applicable rules and regulations promulgated thereunder.

(r) “*Continuing Disclosure Agreement*” means a written undertaking to provide continuing disclosure entered into pursuant to Section 15 of this ordinance, if required pursuant to SEC rule or regulation in connection with a sale of any Series of the Bonds to the public.

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

(t) “*Designated Representative*” means the officer of the City appointed in Section 4 of this ordinance to serve as the City’s designated representative in accordance with RCW 39.46.040(2).

(u) “*Finance Officer*” means the Finance Director or such other officer of the City who succeeds to substantially all of the responsibilities of that office.

(v) “*Fiscal Agent*” means the fiscal agent of the State, as the same may be designated by the State from time to time.

(w) “*Government Obligations*” means any government obligations as that term is defined in RCW 39.53.010, as now in effect or as may hereafter be amended.

(x) “*Issue Date*” means, with respect to any Bond, the date of initial issuance and delivery of that Bond to the Purchaser in exchange for the purchase price of that Bond.

(y) “*Letter of Representations*” means the Blanket Issuer Letter of Representations between the City and DTC, executed by the Finance Officer or a Designated Representative, as it may be amended from time to time, and any successor or substitute letter relating to the operational procedures of the Securities Depository.

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

(aa) “*Official Statement*” means an offering document, disclosure document, private placement memorandum or substantially similar disclosure document provided to purchasers and potential purchasers, which may be required in connection with the initial offering of Series of the Bonds to the public pursuant to applicable SEC rules or regulations.

(bb) “*Owner*” means, without distinction, the Registered Owner and the Beneficial Owner.

(cc) “*Purchaser*” means the corporation, firm, association, partnership, trust, bank, financial institution or other legal entity or group of entities selected by the Designated Representative to serve as purchaser in a private placement, underwriter or placement agent in a negotiated sale or awarded as the successful bidder in a competitive sale of any Series of the Bonds.

(dd) “*Rating Agency*” means any nationally recognized rating agency then maintaining a rating on any Series of the Bonds at the request of the City, if any.

(ee) “*Record Date*” means, unless otherwise provided in the applicable Bond Purchase Agreement, the Bond Registrar’s close of business on the 15<sup>th</sup> 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 sends the notice of redemption in accordance with Section 9.

(ff) “*Redemption Date*” means the date or dates selected for the call, payment and redemption of the 2010 Bonds, as set forth in the Refunding Plan approved by the Designated Representative.

(gg) “*Refunding Plan*” means the following plan for carrying out the current refunding of the 2010 Bonds selected by the Finance Officer for refunding, which plan shall be approved in a tax-exemption and nonarbitrage certificate:

(1) on the Issue Date, the deposit with the Refunding Trustee of proceeds of the sale of the Bonds in an amount sufficient (together with the City Refunding Contribution, if any), sufficient to acquire the Acquired Obligations (if any) and establish a beginning cash balance;

(2) upon receipt of the proceeds by the Refunding Trustee, the use of such proceeds to acquire the Acquired Obligations (if any) and the periodic receipt by the Refunding Trustee of the maturing principal of and interest on the Acquired Obligations (if any);

(3) on the Redemption Date, the application of the amounts held by it (together with any other cash held by it) to the call, payment and redemption of the 2010 Bonds to be refunded at a price equal to the principal amount to be redeemed, plus accrued interest to that date; and

(4) At the direction of the Finance Officer, the application of funds deposited with the Refunding Trustee for such purpose to the payment of all or a portion of the costs of issuance and the costs of carrying out the foregoing elements of the Refunding Plan.

(hh) “*Refunding Trust Agreement*” means a refunding trust or escrow agreement between the City and the Refunding Trustee, providing for the carrying out of the Refunding Plan.

(ii) “*Refunding Trustee*” means the trustee, or any successor or alternate trustee, designated by the Designated Representative to serve as refunding trustee to carry out a Refunding Plan in accordance with Section 12.

(jj) “*Registered Owner*” means, with respect to a Bond, the person in whose name that Bond is registered on the Bond Register. For so long as the Bonds are held in Book-Entry Form, Registered Owner shall mean the Securities Depository.

(kk) “*Rule 15c2-12*” means Rule 15c2-12 promulgated by the SEC under the Securities Exchange Act of 1934, as amended.

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

(mm) “*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.

(nn) “*Series of the Bonds*” or “*Series*” means a series of the Bonds issued pursuant to this ordinance.

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

(pp) “*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.

(qq) “*Tax-Exempt Bond*” means any Bond, the interest on which is intended on the Issue Date to be excludable from gross income for federal income tax purposes.

(rr) “*Taxable Bond*” means any Bond, the interest on which is not intended on the Issue Date to be excludable from gross income for federal income tax purposes.

(ss) “*Term Bond*” means each Bond designated as a Term Bond and subject to mandatory redemption in the years and amounts set forth in the Bond Purchase Agreement.

Section 3. Authorization and Description of Bonds. The City is authorized to borrow money on the credit of the City and issue negotiable limited tax general obligation bonds evidencing indebtedness in one or more Series in aggregate principal amount not to exceed the amounts set forth in Exhibit A to provide funds necessary to carry out the Refunding Plan and to pay the costs of issuance and sale of the Bonds. The Bonds may be issued in one or more Series and may be combined with other general obligation bonds (including refunding bonds) authorized separately. The Bonds shall be designated as limited tax general obligation bonds, shall be numbered separately, and shall have any name, year and series or other label as deemed necessary or appropriate by the Finance Officer. The proceeds of the Bonds shall be deposited as set forth in Section 13 and shall be used to carry out the Refunding Plan.

Section 4. Appointment of Designated Representative; Bond Sale Terms. The Finance Officer is appointed as the Designated Representative of the City in connection with the issuance and sale of the Bonds in accordance with RCW 39.46.040 and this ordinance. The Designated Representative is authorized to approve, on behalf of the City, Bond Sale Terms for the sale of each Series of the Bonds and in connection with each such sale, to execute a Bond Purchase Agreement (or, in the case of a competitive sale, a Pricing Certificate) confirming the Bond Sale Terms and such related agreements as may be necessary or desirable, consistent with the parameters set forth in Exhibit A, which is attached to this ordinance and incorporated by this reference.

Section 5. Bond Registrar; Registration and Transfer of Bonds.

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

(b) *Bond Registrar; Duties.* Unless otherwise determined by the Designated Representative, 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 Bonds, 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 if 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 Series, 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 for each Series of the Bonds, 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 Bonds 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 Bonds, 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 Officer to discontinue utilizing the then-current Securities Depository, the Finance Officer 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 Officer 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 a Series of the Bonds shall be issued in certificated form without utilizing a Securities Depository, and that the Bonds of such Series shall be registered as of their Issue Date in the names of the Owners 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 6. Pledge of Taxes. The Bonds constitute a general indebtedness of the City and are payable from tax revenues of the City and such other money as is lawfully available and pledged by the City for the payment of principal of and interest on the Bonds. For as long as any of the Bonds are outstanding, the City irrevocably pledges that it shall, in the manner provided by law within the constitutional and statutory limitations provided by law without the assent of the voters, include in its annual property tax levy amounts sufficient, together with other money that is lawfully available, to pay principal of and interest on the Bonds as the same become due. The full faith, credit and resources of the City are pledged irrevocably for the prompt payment of the principal of and interest on the Bonds and such pledge shall be enforceable in mandamus against the City.

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 the 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 of 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 the Bond Ordinance.” The authorized signing of a Certificate of Authentication shall be conclusive evidence that the Bond so authenticated has been duly executed, authenticated and delivered and is entitled to the benefits of this ordinance.

Section 8. Funds; Manner of Payment; Failure to Pay.

(a) *Bond Fund.* The Bond Fund has been previously created as a special fund of the City for the sole purpose of paying principal of and interest on the Bonds and other general obligation bonds of the City. The principal of and interest on each Series of the Bonds shall be paid out of the Bond Fund. All amounts allocated to the payment of the principal of and interest on the Bonds shall be deposited in the Bond Fund as necessary for the timely payment of amounts due with respect to the Bonds. Bond proceeds (if any) in excess of the amounts needed to carry out the Refunding Plan and to pay the costs of issuance shall be deposited into the Bond Fund. Until needed to pay principal of and interest on the Bond, the City may invest money in the Bond Fund temporarily in any legal investment, and the investment earnings shall be retained in the Bond Fund and used for the purposes of that Fund.

(b) *Manner of Payment.* Principal of and interest on each Bond shall be payable in lawful money of the United States of America on the dates and in the amounts as provided in the Bond Purchase Agreement applicable to that Series. No Bonds of any Series shall be subject to acceleration under any circumstances.

(c) *Bonds Held in Book-Entry Form.* Principal of and interest on each Bond that is held in Book-Entry Form shall be payable in the manner set forth in the Letter of Representations.

(d) *Bonds Not Held in Book-Entry Form.* Interest on each Bond that is not held in Book-Entry Form shall be payable by electronic transfer on the interest payment date, or by check or draft of the Bond Registrar mailed on the interest payment date to the Registered Owner at the address appearing on the Bond Register on the Record Date. However, the City is not required to make electronic transfers except pursuant to a request by a Registered Owner in writing received at least ten days prior to the Record Date and at the sole expense of the Registered Owner. Principal of each Bond not held in Book-Entry Form shall be payable upon presentation and surrender of the Bond by the Registered Owner to the Bond Registrar.

(e) *Failure To Pay Bonds.* If the principal of any 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 9. Redemption Provisions and Purchase of Bonds.

(a) *Optional Redemption.* All or some of the Bonds of any Series may be issued subject to redemption prior to their stated maturity dates at the option of the City at the times and on the terms set forth in the Bond Purchase Agreement, consistent with the parameters set forth in Exhibit A.

(b) *Mandatory Redemption.* All or some of the Bonds of any Series may be designed as Term Bonds, subject to mandatory redemption in principal installment payments, as set forth in the applicable Bond Purchase Agreement. If not redeemed or purchased at the City's option prior to maturity, Term Bonds (if any) 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 applicable Bond Purchase Agreement. If the City optionally redeems or purchases a Term Bond prior to 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 Officer. In the absence of direction by the Finance Officer, 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 fewer than all of the outstanding Bonds are to be redeemed at the option of the City, the Finance Officer shall select the Series and maturities to be redeemed. If less than all of the principal amount of a maturity of the selected Series is to be redeemed, if such Series is 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 if the Series is 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 Series, maturity and interest rate in any Authorized Denomination in the aggregate principal amount to remain outstanding.

(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. Unless otherwise set forth in the applicable Bond Purchase Agreement, the City must cause notice of any intended redemption of each Bond no in Book-Entry Form to be given 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 Officer 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 or all of the Bonds offered to the City at any time at any price acceptable to the City plus accrued interest to the date of purchase.

Section 10. 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 any or all of the Bonds (the “defeased Bonds”); (b) redeeming the defeased Bonds prior to their 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 Bonds in accordance with their terms, then all right and interest of the Owners of the defeased Bonds in the covenants of this ordinance and in the funds and accounts obligated to the payment of the defeased Bonds shall cease and become void. Thereafter, the Owners of defeased Bonds shall have the right to receive payment of the principal of and interest on

the defeased Bonds solely from the trust account and the defeased Bonds 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 Bonds to any lawful purpose.

Unless otherwise specified by the City in a refunding or defeasance plan, notice of refunding or defeasance shall be given, and selection of Bonds for any partial refunding or defeasance shall be conducted, in the manner prescribed in this ordinance for the redemption of Bonds.

Section 11. Deposit and Use of Proceeds.

(a) *Refunding Proceeds.* On the Issue Date, the proceeds of the Bonds shall be deposited with the Refunding Trustee in accordance with Section 12 to carry out the Refunding Plan.

(b) *Costs of Issuance.* Pending their application to pay costs of issuance, bond proceeds may be deposited, as directed by the Finance Officer, either with the Refunding Trustee for payment in accordance with the Refunding Trust Agreement or in any other fund of the City (as determined by the Finance Officer) pending their expenditure by the City to pay such issuance costs.

Section 12. Refunding of the 2010 Bonds.

(a) *Appointment of Refunding Trustee.* The Designated Representative is authorized and directed to appoint a financial institution to serve as Refunding Trustee and to perform the duties of Refunding Trustee under this ordinance. In the discretion of the Designated Representative, the Finance Officer may be designated to serve as Refunding Trustee if permitted in accordance with chapter 39.53 RCW and the 2010 Bond Ordinance.

(b) *Use of Bond Proceeds; Acquisition of Acquired Obligations.* On the Issue Date, the proceeds of the sale of the Bonds, plus the City Refunding Contribution, if any, shall be deposited with the Refunding Trustee and used to discharge the obligations of the City relating to the 2010 Bonds selected for refunding by carrying out the Refunding Plan in accordance with the Refunding Trust Agreement. To the extent practicable, such obligations shall be discharged fully by the Refunding Trustee's simultaneous purchase of the Acquired Obligations, bearing such interest and maturing as to principal and interest in such amounts and at such times so as to provide, together with a beginning cash balance, if necessary, for the payment of the amounts required to be paid by the Refunding Plan. The Acquired Obligations, if any, shall be listed and more particularly described in a schedule attached to the Refunding Trust Agreement. Any Bond proceeds or other money deposited with the Refunding Trustee not needed to carry out the Refunding Plan shall be returned to the City for deposit in the Bond Fund to pay interest on the Bonds on the next upcoming interest payment date.

(c) *Refunding Trust Agreement; Administration of Refunding Plan.* The Designated Representative is authorized and directed to execute a Refunding Trust Agreement setting forth the duties, obligations and responsibilities of the Refunding Trustee in connection with carrying out of the Refunding Plan. The Refunding Trust Agreement shall, among other things, authorize and direct the Refunding Trustee to purchase the Acquired Obligations and to make the payments required to be made by the Refunding Plan. All Acquired Obligations and the money deposited with the Refunding Trustee and any income therefrom shall be held irrevocably, invested and applied in accordance with the provisions of the 2010 Bond Ordinance, this ordinance, chapter 39.53 RCW and other applicable State law. All administrative costs (including without limitation all necessary and proper fees, compensation and expenses of the Refunding Trustee for the Bonds and all other costs incidental to

the setting up of the escrow to accomplish the Refunding Plan) and costs of issuance of the Bonds may be paid out of the amounts deposited with the Refunding Trustee or other available money of the City, in accordance with the Refunding Trust Agreement.

(d) *Call for Redemption of the 2010 Bonds.* The Designated Representative is authorized to call the 2010 Bonds for redemption on such Redemption Date at their redemption prices, plus accrued interest. Such call for redemption shall identify the 2010 Bonds to be refunded, the maturity dates, the Redemption Date and redemption price (expressed as a percentage of par, plus accrued interest), and shall be irrevocable after the Bonds are delivered to the Purchaser thereof. The Designated Representative is authorized and directed to give or cause to be given such notices as required, at the times and in the manner required pursuant to the 2010 Bond Ordinance, and to take all other actions necessary to effect the redemption of the 2010 Bonds on the Redemption Date.

(e) *Additional Findings with Respect to Refunding.* Prior to approving the sale of the Bonds, the Designated Representative must determine to his or her satisfaction that the following conditions necessary to approving the sale of the Bonds have been met:

(1) The Redemption Date must be the earliest practical date on which the 2010 Bonds may be called for redemption.

(2) The savings that will be effected (as measured by the difference between the principal and interest cost over the life of the Bonds and the principal and interest cost over the life of the refunded 2010 Bonds, but for such refunding) shall be equal to at least the percentage savings set forth in Exhibit A. In making such determination, the Designated Representative shall give consideration to the fixed maturities of the Bonds and of the refunded 2010 Bonds, the costs of issuance of the Bonds and the known earned income from the investment of the proceeds of the Bonds pending redemption of the 2010 Bonds.

(3) The Refunding Plan to be effected by the issuance of the Series of Bonds will provide sufficient funds to discharge and satisfy the obligations of the City under the 2010 Bond Ordinance. In making such determination, the Designated Representative may rely upon a verification by a nationally recognized independent certified public accounting firm or, in the case of a current refunding only, a certification of the City's financial advisor.

Section 13. Tax Covenants. The Designated Representative is authorized to designate each Series of the Bonds as either Tax-Exempt Bonds or Taxable Bonds.

(a) *Preservation of Tax Exemption for Interest on Tax-Exempt Bonds.* For each Series of Tax-Exempt Bonds, the City covenants that it will take all actions necessary to prevent interest on the Tax-Exempt Bonds from being included in gross income for federal income tax purposes, and it will neither take any action nor make or permit any use of proceeds of the Tax-Exempt Bonds or other funds of the City treated as proceeds of the Tax-Exempt Bonds that will cause interest on the Tax-Exempt Bonds to be included in gross income for federal income tax purposes. The City also covenants that it will, to the extent the arbitrage rebate requirements of Section 148 of the Code are applicable to the Tax-Exempts Bonds, take all actions necessary to comply (or to be treated as having complied) with those requirements in connection with the Bonds.

(b) *Post-Issuance Compliance.* The Finance Officer 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 Tax-Exempt Bonds from being included in gross income for federal tax purposes.

(c) *Designation of Tax-Exempt Bonds as “Qualified Tax-Exempt Obligations.”* Any Series of the Bonds may be designated as “qualified tax-exempt obligations” for the purposes of Section 265(b)(3) of the Code, if (1) the Series does 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 Series is issued will not exceed \$10,000,000.

#### Section 14. Sale and Delivery of the Bonds.

(a) *Manner of Sale of Bonds; Delivery of Bonds.* The Designated Representative is authorized to sell the Bonds in multiple Series by private placement, by negotiated sale or by competitive sale in accordance with a notice of sale consistent with this ordinance, based on the Designated Representative’s assessment of market conditions and consultation with appropriate City officials and staff, Bond Counsel and other advisors. In determining the method of sale of a Series and accepting the Bond Sale Terms, the Designated Representative shall take into account, among others, 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 Private Placement or Negotiated Sale.* If the Designated Representative determines that a Series of the Bonds is to be sold by private placement, the Designated Representative shall select one or more Purchasers for such Series. If the Designated Representative determines that a Series of the Bonds is to be sold to the public by negotiated sale, the Designated Representative shall select an underwriter to purchase such Series and conduct the public sale. The Bond Sale Terms for each Series sold by private placement or negotiated sale shall set forth the Bond Purchase Agreement. The Designated Representative is authorized to execute the Bond Purchase Agreement on behalf of the City, provided that the terms set forth therein are consistent with the parameters set forth in this ordinance.

(c) *Procedure for Competitive Sale.* If the Designated Representative determines that a Series of the Bonds is to be sold by competitive sale, the Designated Representative shall cause the preparation of an official notice of bond sale setting forth parameters for the Bond Sale Terms and any other bid parameters that the Designated Representative deems appropriate consistent with this ordinance. The Designated Representative is authorized to award, on behalf of the City, the winning bid and accept the winning bidder’s offer to purchase that Series of the Bonds, with such adjustments to the aggregate principal amount and principal amount per maturity as the Designated Representative deems appropriate, consistent with the parameters set forth in this ordinance, and such award shall constitute the Bond Purchase Agreement. 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, that Series of 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, consistent with 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 15. Sale of Bonds to the Public. If the Designated Representative determines to sell the bonds to the public by means of a negotiated or competitive sale, the following provisions shall apply, if required under Rule 15c2-12:

(a) *Preliminary Official Statement.* The Designated Representative shall participate in preparation of and approve a preliminary Official Statement prepared in connection with each sale of a Series of the Bonds to the public or through a Purchaser as a placement agent. For the sole purpose of the Purchaser'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 approved by the Designated Representative and been deemed final, if applicable, in accordance with this subsection.

(b) *Final Official Statement.* The Designated Representative, on behalf of the City, shall approve the preparation of a final Official Statement for each Series of the Bonds to be sold to the public in the form of the preliminary Official Statement that has been approved and deemed final in accordance with subsection (a), with such modifications and amendments as the Designated Representative deems necessary or desirable. The Designated Representative is further authorized to execute and deliver such final Official Statement to the Purchaser, and to approve the distribution by the Purchaser of the final Official Statement so executed and delivered to purchasers and potential purchasers of a Series of the Bonds.

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

Section 16. Supplemental and Amendatory Ordinances. The City may supplement or amend this ordinance without the consent of any Owners of the Bonds to add covenants and agreements that do not materially adversely affect the interests of Owners, or to surrender any right or power reserved to or conferred upon the City; or to cure any ambiguities, or to cure, correct or supplement any defective provision contained in this ordinance in a manner that does not materially adversely affect the interest of the Beneficial Owners of the Bonds.

Section 17. 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 the Bonds to the Purchaser thereof 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 18. Severability. The provisions of this ordinance are declared to be separate and severable. If a court of competent jurisdiction, all appeals having been exhausted or all appeal periods having run, finds any provision of this ordinance to be invalid or unenforceable as to any person or circumstance, such offending provision shall, if feasible, be deemed to be modified to be within the limits of enforceability or validity. However, if the offending provision cannot be so modified, it shall be null and void with respect to the particular person or circumstance, and all other provisions of this ordinance in all other respects, and the offending provision with respect to all other persons and all other circumstances, shall remain valid and enforceable.

Section 19. Effective Date of Ordinance. 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 \_\_\_\_\_ day of March, 2021 and signed in authentication of its passage this \_\_\_\_\_ day of March, 2021.

CITY OF ELLENSBURG, WASHINGTON

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Mayor

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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Stradling Yocca Carlson & Rauth, a Professional Corporation,  
Bond Counsel

**EXHIBIT A**  
**DESCRIPTION OF THE BONDS**

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- (a) Principal Amount. The Bonds may be issued in one or more Series and shall not exceed the principal amount necessary to carry out the Refunding Plan, as permitted under RCW 39.53.090.
- (b) Date or Dates. Each Bond shall be dated its Issue Date, which 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.
- (d) Interest Rate(s). Each Bond shall bear interest at a fixed rate per annum (computed on the basis of a 360-day year of twelve 30-day months) 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 any Series of the Bonds. Interest rates for the Bonds shall be consistent with meeting the minimum savings requirement set forth in item (i)(3), below.
- (e) 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.
- (f) Final Maturity. The final maturity of a Series of Bonds shall not extend beyond the original final maturity date of the 2010 Bonds.
- (g) Redemption Rights. The Designated Representative may approve in the Bond Purchase Agreement provisions for the optional and mandatory redemption of Bonds, subject to the following:
- (1) Optional Redemption. Any 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. Any 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.
- (h) Price. The purchase price for each Series of the Bonds may not be less than 98% or more than 130% of the stated principal amount of that Series.

- (i) Other Terms and Conditions.
  - (1) 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.
  - (2) Each Series of Bonds shall produce a minimum net present value savings to the City and its taxpayers of at least 5% (as a percentage of the 2010 Bonds to be refunded by such Series). Net present value savings means the aggregate difference between (i) annual debt service on the 2010 Bonds to be refunded, less (ii) annual debt service on the corresponding Series of the Bonds (including expenses related to costs of issuance of that Series of the Bonds) discounted to the Issue Date using the yield on that Series of the Bonds as the discount rate, plus (iii) excess cash, if any, distributed to the City on the Issue Date, and less (iv) the amount of additional money of the City contributed to the refunding, if any, on such Issue Date.

**EXHIBIT B**  
**IDENTIFICATION OF THE REFUNDED BONDS**

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Limited Tax General Obligation Bonds, 2010  
(Authorized by Ordinance No. 4560)

Maturity (Dec. 1)	Principal Amount	Interest Rate
2021	\$140,000	3.50%
2022	140,000	3.625
2023	150,000	3.75
2024	100,000	4.25
**	**	**
2030	1,145,000	5.00

**CERTIFICATION**

I, the undersigned, City Clerk of the City of Ellensburg, Washington (the “City”) and keeper of the records of the City Council (the “Council”), DO HEREBY CERTIFY:

1. That the attached ordinance is a true and correct copy of Ordinance No. \_\_\_\_\_ of the Council (the “Ordinance”), duly passed at a regular meeting thereof held on the 15<sup>th</sup> day of March, 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 15th day of March, 2021.

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City Clerk



## MANAGER'S REPORT

DATE: March 1, 2021  
TO: Ellensburg City Council  
FROM: John Akers, City Manager

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### **1. Letter of Permission to Place Three Gravestone Markers.**

Staff has been contacted by Kittitas County Historical Museum requesting a letter granting permission to place three gravestones on City owned plots and a letter of support for a VA application to proceed with the marker project. After conducting research for Black History Month, it was determined that the City of Ellensburg owns three plots in the IOOF Cemetery where three Civil War Veterans, Frank M. Henson, Frederick A. Stephens, and James Nicholas Ferguson, are resting with no gravestones. The Kittitas County Historical Museum and several contributors would like to proceed with a project to purchase and place headstones for the three men. The Kittitas County Historical Museum is requesting a letter of permission from the City, as the plot owners, and also a letter of support for the VA application to proceed.

### **2. 2020 Tree City USA Application Approved.**

The City's 2020 Tree City USA application was approved by the Arbor Day Foundation. 2020 marks the 38<sup>th</sup> year of Ellensburg's Tree City USA status. Ellensburg is the first Tree City USA city in Washington State. There are four standards for a Tree City USA community: a Tree Board or Department, a tree care ordinance, a Community Forestry Program with an annual budget of at least \$2 per capita, and an Arbor Day Observance and Proclamation. In 2020, the City's street and parks tree maintenance was \$6.39 per capita.