

CITY COUNCIL AGENDA

December 4, 2023



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COUNCIL MEETING

GUIDELINES FOR PUBLIC PARTICIPATION

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

SUBMISSION OF WRITTEN COMMENTS

- **Written comments submitted in advance of meeting**
Submit written comments by mail to Beth Leader, City Clerk, Ellensburg City Hall, 501 N. Anderson St., Ellensburg, WA 98926, or via email to: cityclerk@ellensburgwa.gov. Comments received by 5 p.m. on the meeting date will be compiled, sent to the City Council and entered into the record.
- **Comments for public hearings**
Written comments must be received by the City Clerk by 5 p.m. on the meeting date. Comments can either be mailed to Beth Leader, City Clerk, Ellensburg City Hall, 501 N. Anderson St., Ellensburg, WA 98926, or sent via email to: cityclerk@ellensburgwa.gov. Comments received by 5 p.m. on the meeting date will be compiled, sent to the City Council and entered into the record.

PROCEDURE FOR REMOTE PARTICIPATION DURING MEETING

1. ***Advance registration is required to provide public comment or hearing testimony via remote meeting attendance.*** Anyone wishing to speak on items under the Agenda must register prior to 7 p.m. the day of the meeting. Once registered, you will receive an email with the meeting link and phone number (for those who wish to call into the meeting).
2. **Join the meeting early**, as you may need to download the app in advance to participate. Once you’ve joined the meeting, your camera and microphone will be muted until you are recognized by the Mayor to speak.
3. Please note that there may be several items on the City Council Agenda that will precede the agenda item you wish to address.
4. **The Mayor will identify the agenda item** and ask if anyone wishes to speak on the matter.
5. Any interested person may provide comments: 1) under Item 7 on non-agenda items, or 2) on any listed agenda items. If you wish to speak, you must:
 - a) **Raise your “virtual hand”** in the corner of Zoom application on the computer screen or press *9 on your phone. Raising your hand signals the moderator that you wish to speak.
 - b) **Wait to be called upon by the Mayor** using your name, e-mail, or phone number used to log in to the teleconference.
6. **Please state your name, whether you live in the City of Ellensburg, Kittitas County or elsewhere, and whether you are representing only yourself or others.**

PROCEDURE FOR IN-PERSON PARTICIPATION (COUNCIL CHAMBERS)

- ◆ When recognized, approach the microphone provided on the right side of the room.
- ◆ Please state your name, whether you live in the City of Ellensburg, Kittitas County or elsewhere, and whether you are representing only yourself or others.
- ◆ Each speaker's comments are to be limited to 3 MINUTES.
- ◆ Submit any written comments to the City Clerk.
- ◆ Speakers are cautioned not to make comments of a personal, impertinent or derogatory nature.
- ◆ Speakers may not identify themselves as candidates for elective public office or make any statements which assist or discuss the campaign of a candidate for elective office or discuss or campaign for or against a ballot proposition (unless the ballot proposition is being considered as part of the City Council agenda item).

PUBLIC COMMENT RULES FOR ALL MEETING PARTICIPANTS

1. Each speaker's comments are to be limited to 3 MINUTES.
2. Speakers are cautioned not to engage in conduct that disrupts, disturbs or otherwise impedes the orderly conduct of the Council meeting.
3. Speakers may not identify themselves as candidates for elective public office or make any statements which assist or discuss the campaign of a candidate for elective office or discuss or campaign for or against a ballot proposition (unless the ballot proposition is being considered as part of the City Council agenda item).
4. Speakers may only address the Council on matters which concern the City's business or over which the Council has control.

Please note: City Council Rules provide that no action will be taken by the Council at the meeting at which a subject is first introduced during the citizen comment period (Item 7 on the Agenda). Council may consider an item at a future meeting, thus you may wish to concisely state your concern and request placement of your matter on a future agenda. Staff will follow up with speakers as necessary.

CONSENT AGENDA

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

AGENDA ITEMS

If you wish to have an item placed on a Council agenda, a written request should be delivered to the City Manager's Office prior to noon on the Monday preceding the Council meeting. Assistance will be provided in preparing a request if you wish to contact the City Clerk at (509) 925-8614.

PUBLIC HEARINGS

City Council accepts testimony or comments in person or via remote testimony on a particular subject scheduled for Public Hearing. Council will consider all testimony, respond to any questions, and take action after the public hearing is closed. Testimony or comments will be accepted in the following manner:

1. When recognized,
 - If attending in the Council Chambers, approach the microphone provided on the right side of the room.
 - If attending remotely, raise your "virtual hand" in the corner of Zoom application on the computer screen or press *9 on your phone.
2. Please state your name, address, and whether you are representing only yourself or others.
3. Please limit your comments to 5 MINUTES.
4. Submit written comments to the City Clerk.

**CITY OF ELLENSBURG
CITY COUNCIL AGENDA
Council Chambers
501 North Anderson Street
Ellensburg, WA 98926
And remotely via Zoom
Monday, December 4, 2023
7:00 PM - Regular Meeting**

Pledge of Allegiance

1. Call to Order and Roll Call

1.A Oath of Office for Councilmembers Elliott, Beauchamp and Thompson

2. Proclamations (Public Comment Opportunity)

3. Awards and Recognitions

4. Approval of Agenda (No Public Comment)

5. Consent Agenda (No Public Comment)

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

5.A Approve Minutes of November 20, 2023	6
5.B Acknowledge Minutes of Boards & Commissions	11
5.C Resolution 2023-32, Approving Kittitas County's Street Tree Removal Request at Seventh Avenue and Water Street	25
5.D Purchase of Street Sweeper for the Street Division	31
5.E Consulting Agreement to Provide 2023 Electrical System Plan	32
5.F Updated Clean Energy Implementation Plan (CEIP)	57
5.G Collective Bargaining Agreement between the City of Ellensburg and Teamsters 760 representing Crews in Public Works & Utilities and Parks & Recreation	81
5.H Approve December 4, 2023 Voucher Listing	128

6. Petitions, Protests, and Communications

6.A Board and Commission Appointments (Public Comment Opportunity)	129
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7. Citizen Comment on Non-agenda Issues

8.	Business Requiring Public Hearings	
8.A	Public Hearing (Legislative) for Mid-Biennial Review Supplemental Budget Ordinance 4934 (first reading) – Amending the 2023-2024 Biennial Budget (Public Comment Opportunity)	132
8.B	Public Hearing to Consider Land Development Code Amendments and First Reading of Ordinance 4935 (Public Comment Opportunity)	147
9.	Introduction and Adoption of Ordinances and Resolutions	
9.A	Ordinance 4933 (second reading) - Utility Billing Policies and Procedures (Public Comment Opportunity)	224
9.B	Resolution 2023-31, Pay Resolution for Fiscal Year 2024 for Non-Represented Employees (Public Comment Opportunity)	233
10.	Unfinished Business	
11.	New Business	
11.A	Diversity, Equity and Inclusion Commission Annual Report and 2024 Spending Plan (Public Comment Opportunity)	243
11.B	Review of Council Assignments (Public Comment Opportunity)	250
12.	Miscellaneous	
12.A	Manager's Report (No Public Comment)	253
12.B	Councilmembers' Reports (No Public Comment)	
13.	Executive Session	
13.A	Per RCW 42.30.110(1)(i), to discuss with legal counsel representing the agency matters relating to agency enforcement actions, or to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency	
13.B	Per RCW 42.30.110(1)(i), to discuss with legal counsel representing the agency matters relating to agency enforcement actions, or to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency	
14.	Adjournment	



CITY OF ELLENSBURG

Minutes of City Council, Regular Meeting

Date of Meeting

November 20, 2023

Time of Meeting

7:00 PM

Place of Meeting

**Council Chambers
501 North Anderson Street
Ellensburg, WA 98926
And remotely via Zoom**

Pledge of Allegiance

The Pledge of Allegiance was led by a member of Boy Scout Troop 413

1. Call to Order and Roll Call

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

Others present in person: City Manager Behrends Cerniwey, City Attorney Weiner, City Clerk Leader, Assistant City Attorney Reiman, Planning Manager Johnston, Finance Director Pascoe, Assistant Finance Director Bassett, Community Development Director Carlson and approximately 60 members of the public

Others present remotely via Zoom: eight members of the public

2. Proclamations

3. Awards and Recognitions

3.A Boy Scout Flag Program Presentation

Boy Scouts from Troop 413 presented information and background of the Boy Scout Flag Program.

4. Approval of Agenda

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

Councilmember Monica Miller moved to amend the Agenda by moving item 13A before item 11C. **Motion Approved 7-0**

5. Consent Agenda

5.A Approve Minutes of November 6, 2023 Regular Meeting

5.B Approve Minutes of November 6, 2023 Joint City Council and Affordable Housing Commission Study Session

5.C Acknowledge Minutes of Boards & Commissions

- 5.D Approve University Way Banner Request for CWU - Ware Fair
- 5.E Addendum to Jail Agreement with City of Sunnyside
- 5.F Iron Horse Brewery Discharge Agreement Renewal
- 5.G Amendment to Extend Verizon Antenna Lease for Water Tower
- 5.H Bid Award – Bid Call 2023-18, Craig's Hill Pressure Zone Improvements
- 5.I Approve Voucher Listing for November 20, 2023

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

6. Petitions, Protests, and Communications

7. Citizen Comment on Non-agenda Issues

- Cheryl Chance, spoke regarding the American Legion and Reed Park
- Scott Heaverlo, City resident, spoke regarding Reed Park
- Angela Lang, City resident, spoke regarding Craigs Hill
- Penney Whitman, Ellensburg resident, spoke regarding the American Legion
- Jeff Whitman, Ellensburg resident, spoke regarding the American Legion
- Monica Mersinger, City resident, spoke regarding Craig's Hill
- Chuck Lang, Ellensburg Citizen, spoke regarding Craig's Hill
- John Pickett, Craig's Hill resident, spoke regarding the Reed Park plan
- Margie Alumbaugh, County Resident/city business owner, spoke regarding veterans and the American Legion
- Michael Thorpe, Ellensburg resident, spoke regarding Reed Park
- Mikhael Burt, Ellensburg resident, spoke regarding the Reed Park plan

8. Business Requiring Public Hearings

9. Introduction and Adoption of Ordinances and Resolutions

- 9.A Ordinance 4931 (second reading) - 2024 Property Tax Levy (Public Comment Opportunity)
Jerica Pascoe, Finance Director, presented information in the staff report.

Councilmember Elliott moved to conduct second reading and adoption of Ordinance 4931. **Motion Approved 6-1 (Winn voted no)**

- 9.B Ordinance 4932 (second reading) - Amending ECC 1.01.010 to Provide for Republication of the Ellensburg City Code by Municode (Public Comment Opportunity)
Terry Weiner, City Attorney, presented information in the staff report.

Councilmember Elliott moved to conduct second reading and adoption of

Ordinance 4932, amending ECC 1.01.010 to provide for republication of the Ellensburg City Code by Municode. **Motion Approved 7-0**

9.C Ordinance 4933 (first reading) - Utility Billing Policies and Procedures (Public Comment Opportunity)

Keith Bassett, Assistant Finance Director, presented information in the staff report.

Birgit Mitchell, Ellensburg resident, asked whether customers would still have the option to pay in person.

Councilmember Elliott moved to conduct first reading of Ordinance 4933 Utility Billing Policies and Procedures. **Motion Approved 7-0**

9.D Resolution 2023-30 to Approve Fiscal Year 2023 Bad Debt Write-Offs (Public Comment Opportunity)

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

Councilmember Elliott moved to adopt Resolution 2023-30 writing off uncollectible delinquent accounts totaling \$61,053.84. **Motion Approved 7-0**

10. Unfinished Business

10.A 1st and Pine Affordable Housing Development Guidance

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

Councilmember Goodloe moved to approve guidance items for 1st and Pine development proposals. **Motion Approved 7-0**

11. New Business

11.A Adoption of Rotary Park Master Plan

Brad Case, Parks & Recreation Director, presented information in the staff report.

- Paula McMinn, City resident, questioned the Rotary Park project costs and whether there was a need for the additional facilities
- Pat Kelleher, County resident, spoke against the fieldhouse being included in the master plan
- Mikhael Burt, city resident, spoke regarding existing park facilities
Council asked questions of staff

Councilmember Goodloe moved to adopt the proposed Rotary Park Master Plan update. **Motion Approved 7-0**

11.B Council Funded Grant Program - 2024 Grant Awards (Public Comment Opportunity)

Heidi Behrends Cerniwey, City Manager, presented information in the staff

report.

Councilmember Goodloe moved to authorize the 2024 grant funding distributions in the amount of \$66,725.24 for the Community Grants, Parks Partnership Program, Historic Preservation Grants, and Water Quality Grants.

Motion Approved 7-0

- 13.A Per RCW 42.30.110(1)(i), to discuss with legal counsel representing the agency matters relating to agency enforcement actions, or to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency

Council adjourned to executive session at 8:51 pm per RCW 42.30.110(1)(i), and it was anticipated to last approximately 10 minutes. Potential action would take place after the executive session.

Councilmember Elliott announced the executive session would be extended by five minutes at 9:01 pm

Councilmember Elliott announced the executive session would be extended by five more minutes at 9:06 pm

Council reconvened at 9:11 pm

11.C Citizen Comment on Non-Agenda Issues Discussion

Terry Weiner, City Attorney, reviewed information with Council regarding Council Rules and Procedures and options concerning public comment

- Landis Hanson, city resident, spoke regarding the November 6, 2023 public comment occurrences
- Ben Hansen, city resident, spoke regarding the November 6, 2023 public comment occurrences
- Birgit Mitchell, city resident, spoke regarding the November 6, 2023 public comment occurrences
- Paula McMinn, city resident, questioned the November 6, 2023 council meeting video
- Sara Omrani, Ellensburg resident, spoke regarding the November 6, 2023 public comment occurrences
- Circe Muss-Voss, Ellensburg resident, spoke regarding the November 6, 2023 public comment occurrences

Council discussed options for future public comment period, including: requiring zoom participants to identify the topic of which they want to speak at the time of registration, and the possibility of denying access if they fail to complete that section (distinction between in person and online); set a time limit for the public

comment period (i.e. 30 minutes)

Sara Omrani spoke again relating to issues for handling public comment
Landis Hanson spoke again regarding public comment

12. Miscellaneous

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

The City Manager reviewed the report. A public statement on City Council's support of those affected by the hate speech was read by the City Manager. Council consensus was to send the statement to the DEI Commission for review and interaction and outreach to groups affected.

Staff recommended canceling the executive session under item 13B.

12.B Councilmembers' Reports (No Public Comment)

Mayor Lillquist thanked Councilmember Monica Miller for her time on Council.

13. Executive Session

13.B Per RCW 42.30.110(1)(i), to discuss with legal counsel representing the agency matters relating to agency enforcement actions, or to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency

Executive session canceled

14. Adjournment

Meeting adjourned at 10:26 pm

Mayor

ATTEST:

City Clerk



CITY OF ELLENSBURG

Minutes of Arts Commission, Regular Meeting

Date of Meeting

October 12, 2023

Time of Meeting

4:00 PM

Place of Meeting

**Council Conference Room
501 North Anderson Street
Ellensburg, WA 98926
And remotely via Zoom**

1. Call to Order and Roll Call of Members

Chair Alex Eyre called the meeting to order at 4:00 pm

Present: Alex Eyre, Jerry Dougherty Erin Oostra, Jill Scheffer, Jeffrey Snedeker

Absent: Courtney Blackstock, Brian Kooser, Council Liaison David Miller

Guest: None present

2. Approval of Agenda

Motion: Approval of Agenda

By: Commissioner Snedeker

Seconded: Commissioner Dougherty

In Favor: Eyre, Dougherty, Oostra, Scheffer, Snedeker

Opposed: None

Abstain: None

Motion Approved. Motion Passed: 5-0

3. Approval of Minutes

3.A Minutes from September 2023

Motion: Motion to approve the September 2023 Arts Commission minutes.

By: Commissioner Scheffer

Seconded: Commissioner Snedeker

In favor: Eyre, Dougherty, Oostra, Scheffer, Snedeker

Opposed: None

Abstain: None

Motion Approved. Motion Passed: 5-0

4. Budget/Financial Report

4.A YTD 2023 Arts Commission Budget Update

Staff liaison gave budget update and highlighted budgetary changes for September.

5. New Business

5.A Poet Laureate: Ellensburg Walking Chapbook on the theme of Unity

Commissioner Eyre reviewed the Walking Chapbook project with the commission.

Action: No action taken/No action required

5.B Commissioner Scheffer proposed offering art scholarships as part of the 2024 budget. There was discussion regarding by all present. Commissioner Eyre will add to agenda for the meeting with City Attorney and City Manager on Oct. 27th and report back on discussion at November's meeting.

6. Unfinished Business

6.A Action Item Updates:

1. Art in the Park Selection Process:

The City and Arts Commission would like more art downtown. Commissioner Eyre and Commissioner Dougherty are in discussion with Director of Parks & Recreation, Brad Case and reviewing options. No further movement at this time

2. Potential Mural Wall-Whippel Park: Commissioner Dougherty confirmed that the building is owned/operated by CWU Dining Services. Staff Liaison reached out to CWU and got the contact information and introduction to the Director of Dining Services, Dean Masuccio, Next report will be at the November meeting.

Action Item: Connect with Director Masuccio to discuss options for a potential mural on the Whippel Wall (back wall of Dining Services warehouse on 5th and Dolar Way)

3. Poet Laureate Contract/Projects-Meeting scheduled with City Attorney and City Manager to review terms of contract. The meeting has been rescheduled for Friday, October 27th. Staff liaison reviewed contractual recommendations to present to City Manager and City Attorney at the meeting and asked Commissioners to review and bring back any changes prior to the October 27th meeting.

4. Hosey Art Update: Nothing new to report

- Update:

- **Action Item:** Commissioner Eyre and staff liaison will reach out to Richland WA Arts Commission to find out what company they used to move the large Hosey Art piece they acquired.

7. Subcommittee Business

7.A 1. Ellensburg Art & Cultural Alliance: Eyre/Snedeker/staff liaison

Update:

- Submitted LOI for Creative District Application and it was accepted. We were sent the link and invitation to the Creative District Application. We are 40 % complete with the application. Deadline for submission is Dec. 2nd. Need LOS from Arts Commission—Commissioner Eyre will provide.
- The presentation of the Makers Space/Performance Space Feasibility Study will take place at the CenterFuse Board Meeting at 4:00 pm on Wed. Nov. 8th at 207 N. Pearl Street.
- EACA have selected a URL and have selected Manastash Media to build the logo.

2. Funding: Dougherty/Scheffer

Update: Funding update is the selection of recommended 2024 Project Grant awardees.

3. Public Art: Eyre/Dougherty

Update: Bus Shelter Art: Need active inventory of existing bus shelters, with and without public art. Staff received the inventory list from Dept. of Transportation.

Action Item: Staff will send inventory list to Commissioners.

Paul Rogers Park could be a good option for some of the Hosey pieces. Also talked with Brad Case about the nodes and the desire to use some of the pieces in the nodes.

4. Advocacy/Public Relations: Kooser/Snedeker

Update: No report at this time.

New item: Work with staff liaison on PR campaign regarding 2024 project grants once awarded.

5. Artwalk: Blackstock/Scheffer/Oostra:

a. Commissioner Oostra gave a presentation on an Ellensburg Art Map/Art Guide. Discussion on what should be included (boundaries should follow creative district boundaries and include parking)

Action Items: Commissioner Oostra will start with a draft. Jerry will research some historical background/guidance to assist with the project.

b. Commissioners Scheffer and Oostra met last week to discuss the Art Walk sign design. EAC logo on top with dry erase board so that venues could update each month.

c. Discussed the potential for an “after hours” event for after the art walk at select rotating venues.

Action Item: Continue to research options and discuss.

d. Commissioner Scheffer suggested developing a musician laureate that could play during Art Walk at each venue to help increase visibility.

Action Item: Continue discussing at later date.

e. 2024 is the 25th Anniversary of the First Friday Art Walk. Commission discussed planning for the event/year.

Action Item: Create Artwalk sub-committee and staff will meet to build 25th Anniversary Campaign along with Commissioner Kooser/Snedeker regarding PR for the campaign.

f. Staff Liaison: Would like Commission approval to terminate contract with Mariposa Venue due to lack of payment. Invoice voided.

Action Item: Staff will send written notification to Mariposa and Commissioner Eyre will pick up the sign.

8. Citizen Comment : None

9. Staff Update/Discussion Items: Working on EAC Council Presentation for Nov. 6th Council Meeting

2024 Project Grant Application/Awards:

a. General discussion regarding the submissions:

b. Received 34 submissions totally \$68,000.00. Several first-time submissions.

c. Notes regarding assessment process and application parameters:

- Some applications are applying for operational expenses.
- Some applicants may only need \$1,300.00 for the project and are struggling to justify the full amount within the application process. Consider revising \$1,000/\$2,500 levels:
 - 1) Up to \$1,000.00/individuals—Up to \$2,500.00 for organizations
 - 2) Grant amount must be used in full for either individual or organization.

d. Commissioners voted on the 2024 Project Grant recommended awardees in three separate motions:

Motion One: Motion to approve funding for The Nutcracker, by Ellensburg Dance Ensemble in the amount of \$2,500.00 and recommend for council approval:

By: Commissioner Dougherty

Seconded: Commissioner Oostra

Discussion: None

Approved: Commissioner Snedeker, Commissioner Oostra, Commissioner Eyre

Opposed: None

Abstained: Commissioner Scheffer, Commissioner Dougherty.

Motion is Approved. Motion Passes

Motion Two: Motion to approve funding for Downtown Entry Mural by NuWave Gallery in the amount of \$2,500.00 and recommend for council approval:

By: Commissioner Dougherty

Seconded: Commissioner Scheffer

Discussion: None

Approve: Commissioner Eyre, Commissioner Dougherty, Commissioner Snedeker, Commissioner Scheffer

Opposed: None

Abstain: Commissioner Oostra

Motion is Approved. Motion Passes

Motion Three: Motion to approve funding for Birdsong' at the Palace Cafe in 2024, by Justin Gibbens for the amount of \$1,000.00, Kairos Lunch Concerts, First Fridays October to March, by Carrie Michel for the amount of \$1,000.00, Weight, by Crista Ames for the amount of \$1,000.00, Ellensburg Fiddle Project, by Jenny Humphrey for the amount of \$1,000.00, People with Puppets, by Gayle Scott for the amount of \$1,000.00, New Music for Two Guitars-Recording Live!, by Tamara and Neil Caulkins for the amount of \$1,000.00, Trimpin Exhibit, by Gallery One for the amount of \$2,500.00, 2024 CWU New Music Festival, by CWU New Music Festival for the amount of \$2,500.00, Ellensburg Music Preservation Project, by the Kittitas County Historical Society Inc. for the amount of \$2,500.00, VTC's 2024 Rising Star's Production: The Somewhat True Tale of Robin Hood, by Valley Theatre Company for the amount of \$2,500.00, Mardi Gras Night Parade, by Blue Bear Puppet Lab for the amount of \$2,500.00, Buskers in the Burg Event, by the Ellensburg Downtown Association for the amount of \$2,500.00, Ellensburg Big Band Swing Dance Project for the amount of \$2,500.00, PiE (Poetry in Ellensburg), by Inland Poetry for the amount of \$1,500.00 and for recommend for City Council for approval.

By: Commissioner Dougherty

Seconded: Commissioner Scheffer

In Favor: All

Opposed: None

Abstained: None

Motion is Approved. Motion Passes

10. Commission Representative Update: None at this time

11. Adjournment: 5:33 pm

CITY OF ELLENSBURG

Date of Meeting

Time of Meeting

Place of Meeting

Minutes of Diversity, Equity & Inclusion

Commission Meeting

October 10, 2023

3:00 PM

City Hall Council Chambers and Zoom

1. Call to Order and Roll Call

The Chair called the meeting to order at 3:00 p.m. Chair Goodloe welcomed new commission member Phil Backlund.

Roll Call Present: Nancy Goodloe, Kandee Cleary, Amber Hoefer, Alex Mandujano, Phil Backlund, Teresa Divine, Tylene Carnell, and Olene Togiallua (via Zoom).

Also present: Nicole Klauss, Public Information Officer (Recording Secretary); Heidi Behrends Cerniwey, City Manager; and Lucinda Carnell, CWU liaison.

Commissioner Divine moved to approve an excused absence for Mayra Colazo. Commissioner Cleary seconded the motion. **Motion approved 6-0. Commissioner Togiallua did not unmute to vote on Zoom.**

2. Approval of the Agenda

Commissioner Cleary moved to approve the agenda. Commissioner Hoefer seconded the motion. **Motion approved 6-0. Commissioner Togiallua did not unmute to vote on Zoom.**

3. Approval of Minutes from September 12, 2023 Meeting

Commissioner Carnell moved to approve the minutes from the September 12, 2023 DEI Commission Meeting. Commissioner Cleary seconded the motion. **Motion approved 6-0. Commissioner Togiallua did not unmute to vote on Zoom.**

4. Previous Meeting Motions And To-Do List Review

The 90-day task list was assigned as follows:

90-Day Goals

- CWU/City collaboration to engage students with off-campus resources **Lucinda**
- Continue World Café conversations and expand topics of discussion **Lucinda, Nancy, Alex, Kandee**
- Develop partnerships for planning a multicultural event to celebrate the opening of Unity Park that focuses on music, food, dance, etc. **Phil, Tylene, Alex, (work through Nicole for Arts & Parks Commission collaborations)**
- Schedule a date for a Juneteenth celebration and form a planning committee with community volunteers **Amber and Nancy**

- Explore coalition partnership idea with the Dispute Resolution Center and others **Phil, Amber & Nancy**
- Meet with the Farmer's Market and Night Market organizers to discuss a multicultural day at the Farmers Market and possibly sponsoring vendors **Teresa, Kandee and Mayra**
- Develop a spending plan for 2024. **Nancy (on agenda today)**
- Put listening tour data into a document for review, and discuss how to use the data **Listening tour committee: Phil, Alex, Olene, and Mayra**
- Explore the pizza klatch idea **Tylene and Teresa**

5. Liaison Reports

Lucinda Carnell gave an update that CWU received approval from the state for the design of a multicultural center for students. The design phase will ask for community input as they envision what the space will look like.

6. Subcommittee Reports

Chair Goodloe thanked Commissioner Cleary for writing the Indigenous Peoples' Day recognition day post.

Chair Goodloe reported the Belonging In The Burg subcommittee met with CWU. The group is hoping to plan something early in 2024.

7. Commission Member Reports

Commissioner Hoefer mentioned there will be an APOYO fundraiser dinner from 6-11 p.m. Nov. 4 in the Teanaway Room at the Kittitas Valley Event Center. Tickets are \$50.

Commissioner Divine reported the Ellensburg Bail Fund recently attended a conference and won an award of \$1,000. They are also working to create the application in Spanish and will possibly hold a board retreat.

Commissioner Mandujano has a meeting with Pat Kelleher to talk more about park bathrooms. Klauss recommended he talk to City Parks & Recreation Director Brad Case if questions come out of that meeting.

Commissioner Carnell reported she met with the group of youth serving organizations that included 10-12 people. They are meeting again on 10/20 to pull together hopes and expectations for the group and to discuss how they can support each other.

Commissioner Hoefer is scheduled to visit the Environmental Commission this month. Chair Goodloe said the Council had a study session about a formal flag policy. The flags at City Hall are mandated by the state and the pride flag would not fit. There are options on other flag poles around town such as at Unity Park.

Chair Goodloe said the Council was receptive to the suggestion to remove the address requirement from public comment. There may be small changes from what was suggested, but the changes did not impact the intent.

8. New Business

A. Discussion Robert's Rules vs. Other Models

City Manager Heidi Behrends Cerniwey introduced the discussion and provided a document that listed the pros and cons of Robert's Rules and the consensus model of decision making. She said there is no formal requirement for the commission to use Robert's Rules, though that is what most City boards and commissions use.

The group discussed some of the issues with Robert's Rules and there was a suggestion to create a hybrid model.

A subcommittee was established to note what the commission likes about Robert's Rules and doesn't like and will try to bring back a hybrid version that addresses concerns. The subcommittee is Cleary, Carnell, and Hoefer.

B. Discussion About Listening Tour Audiences

Chair Goodloe presented a list of groups that were identified to be reached out to. Klauss said the DEI Commission has conducted listening tours with LGBTQ, Asian and Asian Americans, Church of Latter Day Saints, and Hispanic/Latinx groups.

Goodloe asked the subcommittee to put together a plan for 2024 listening tours. The plan would say which groups will be connected with and a rough timeline. Goodloe recommended quarterly sessions because monthly would be too time consuming.

Goodloe is available to help with the first listening tour session of 2024 so others who have not done the tours can observe how they are run.

Klauss needs to send Backlund the listening tour policy.

C. Review Draft Annual Report to Council

Klauss will present this to City Council at the November 20, 2023 meeting. Provide edits to Klauss via email. Chair Goodloe asked to edit the list of accomplishments to add the Commission's memo to the Council about changing the address requirements during public comment.

D. Approve 2024 Spending Plan

Chair Goodloe put together a spending plan totaling \$15,200 for 2024 with the following expenses:

Annual retreat - \$300

World Café 1 - \$1,300

World Café 2 - \$1,300

World Café 3 - \$1,300

Juneteenth Celebration - \$500
Unity Park Opening - \$1,500
Farmers Market Multicultural Day - \$500
Listening Tours - \$200
BIPOC Business Days - \$550
Human Library -\$500
Pizza Klatch - \$750
Grants - \$6,000
Administrative costs - \$500
Total Projected Expenditures - \$15,200

Commissioner Cleary moved to adopt the proposed spending plan of \$15,200 for 2024 and send it to City Council. Commissioner Divine seconded the motion. Discussion included appreciation to Goodloe for putting the plan together. **Motion approved 6-0. Commissioner Togialua did not unmute to vote on Zoom.**

9. Staff Report

Klauss asked whether the Commission wanted to take the month off in December. Some other City commissions take a month off during the year. If there is no business, consider taking the month off. The commission will make a decision at the November meeting.

10. Public Comment

Chair Goodloe called for public comment; there was none.

11. Preview Next Meeting October 10, 2023

- North Central Washington Equity Alliance Model Review
- Decide whether to cancel December meeting

Meeting adjourned at 4:28 p.m.

Nicole Klauss

Drafted: 10/11/2023

Approved: 11/14/2023



CITY OF ELLENSBURG

Minutes of Planning Commission, Regular Meeting

Date of Meeting

October 12, 2023

Time of Meeting

5:45 PM

Place of Meeting

**Council Chambers
501 North Anderson Street
Ellensburg, WA 98926
And remotely via Zoom**

1. Call to Order and Roll Call of Members

October 12, 2023, Planning Commission meeting canceled in advance due to staff training

2. Approval of Agenda

3. Approval of Minutes

4. New Business

5. Unfinished Business

6. Citizen Comment

7. Staff Update/Discussion Items

8. Commission Representative Update

9. Adjournment



CITY OF ELLENSBURG

Minutes of Public Transit Advisory Committee, Regular Meeting

Date of Meeting

October 17, 2023

Time of Meeting

3:30 PM

Place of Meeting

**Council Conference Room
501 North Anderson Street
Ellensburg, WA 98926
And remotely via Zoom**

1. Call to Order and Roll Call of Members

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

The following PTAC members were present in person or virtually:

Christopher King, Jim Hurson, Amy Spitznas, Charles Johnson, and David Miller.

Also present in person or virtually:

Betsy Dunbar - COE, Spencer Klewin - HopeSource, Keiko Walsh - HopeSource

No members of the public were present

2. Approval of Agenda

2.A Motion to Approve the October 17, 2023 PTAC Agenda

Motion to Approve the October 17, 2023 Meeting Agenda with a slight change moving the Title VI Plan moving to the Agenda Item.

Council Member Hurson Motion Approved **5-0**.

3. Guest Speakers

3.A None

There were no guest speakers.

4. Ridership Stats

4.A September 2023 Ridership Stats

September ridership stats were shared with the committee members.

5. Follow Up Items

The location of the bus stop on 5th Avenue was discussed.

5.A Courthouse Bus Stop

The location of the courthouse bus stop was discussed. The 5th Avenue side was deemed to be the best and most efficient location for the bus stop.

6. Agenda Items

6.A None

Transit Update 8.B Title VI Plan was moved to Agenda Items with a unanimous **5-0** vote. The Title VI Plan was reviewed and approved to send to the city council for approval contingent on review by legal council. **5-0**

7. Transit Marketing Updates

7.A Bite of the Berg

Transit marketing at the Bite of the Burg was shared.

7.B October 17, 2023 Minutes

8. Transit Updates

8.A Transit Improvements

Completed Central Transit bus stop improvements at Fred Meyer Southbound, 6th & Chestnut Southbound, and the new bus pullout and crosswalk lighting on University Way were shared with the group along with future planned bus stop improvements at 3rd & Ruby (Library).

A request for the next PTAC meeting was a list of capital projects.

8.B Title VI Plan

The Title VI Plan was moved to Agenda Items.

9. Member Updates

Due to time constraints, no updates were given.

10. Approval of Minutes

10.A Motion to Approve the August 2023 Minutes

The August 21, 2023 Meeting Minutes.

Committee member Hurson moved to approve the regular meeting minutes.

Motion Approved **5-0**.

11. Next PTAC Meeting

11.A November 21, 2023

The next PTAC Meeting is scheduled for November 21st, 2023.

12. Adjournment

The PTAC meeting was adjourned at 16:54.



CITY OF ELLENSBURG

Minutes of Utility Advisory Committee, Regular Meeting

Date of Meeting

October 19, 2023

Time of Meeting

3:30 PM

Place of Meeting

**Council Chambers
501 North Anderson Street
Ellensburg, WA 98926
And remotely via Zoom**

1. Call to Order and Roll Call of Members

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

Members present: Nancy Goodloe, Chair; Nancy Lillquist, City Council; Jeff Bousson, CWU; Grant Craig, Utility Customer (Zoom); Audrey Huerta, Utility Customer; Bryan Clark, KITTCOM (Zoom).

Also present: Ryan Lyyski, Public Works & Utilities Director; Michael Jenkins, Finance Officer; Darin Yusi, Gas Engineer; Derek Mayo, Engineering Services Manager; Mike Helgeson, Assistant PW&U Director (Zoom); Kim Bowie, Operations Analyst;

Two members of the public present remotely via Zoom.

2. Approval of Agenda

Committee member Lillquist moved to approve the agenda as presented. **Motion approved. 6-0**

3. Approval of Minutes

3.A July 20, 2023 regular meeting minutes

Committee member Lillquist moved to approve the regular meeting minutes.

Motion approved. 6-0

4. Approval of Consent Agenda

No consent items.

5. Correspondence and Citizen Comments on Non-Agenda Items

None.

6. Telecommunications Utility Discussion Items

None.

7. Electric, Natural Gas, Water, Wastewater, Stormwater Utility Discussion Items

Ryan Lyyski handed out a 2024-2030 natural gas rate forecast slide that went to council October 16th for the first reading. He spoke about "legacy customers" - customers with established gas service before July 25, 2021. The structure will not impact senior, disabled or

low income utility customers in terms of compliance with the CCA. The first reading of the ordinance has already been to council. The second reading of the ordinance will be November 6, 2023. No motion was necessary.

8. Staff Informational Items

8.A Natural Gas Division - 2023 Awards

Darin Yusi shared the Gas division awards that were recently received: SOAR silver, safety contest and Excellence in Environmental Stewardship.

8.B Annual Natural Gas Safety Survey Results

Darin Yusi shared the results of the in-house natural gas safety survey and felt the responses and outreach were better than in the past.

8.C Public Works and Utilities Updates

Staff gave updates on current projects and information from the staff report was shared.

9. Commission Representative Update

Jeff Bousson shared CWU is currently working on a sustainability plan projected to be completed by 2024. He also mentioned that the new Geothermal well will save at least 10% of Central's natural gas consumption.

10. Adjournment

Meeting adjourned at 4:40 pm.



Meeting Date: December 4, 2023
City of Ellensburg
City Council Agenda Report

Agenda Subject: Resolution 2023-32, Approving Kittitas County's Street Tree Removal Request at Seventh Avenue and Water Street

Submitted by: Erin McGowan, Stormwater/Horticulturist

Department: Public Works & Utilities

Suggested Motion/Action:

Move to adopt Resolution 2023-32, authorizing Kittitas County to remove the designated street trees at Seventh Avenue and Water Street.

Background/Summary:

Kittitas County is requesting approval to remove four street trees as part of their Corrections Facilities Parking Lot Improvement Project. The location of the two Black Locust trees conflicts with the new sidewalk proposed along the Seventh Avenue frontage, and there are concerns about the potential impact construction will have on the two Callery Flowering Pear trees on Water Street. The completed project will include the repair and improvement of the existing irrigation system and the replanting of seven approved street trees along Water Street.

Tree Condition: The Black Locust trees are approximately 60 years old and are in fair condition. The Callery Flowering Pear trees were planted in 2000 as part of a City road improvement project, and they are in good condition.

City Infrastructure damage: Along Water Street, there is some uplift of the paver stone sidewalk from the Callery Flowering Pears' roots. On Seventh Avenue, the roots of the Black Locust trees have created a moderate uplift of the sidewalk and the adjacent paverstone pedestrian ramp.

Tree Maintenance Activity by the City: The City maintains the two Callery Flowering Pear trees on Water Street. The Street Department has ground down the sidewalk in several places where the Black Locust trees' roots have uplifted the sidewalk.

Species suitability to the location: Black Locust trees are prohibited from being planted in the right-of-way because they can be weak wooded, demonstrate invasive traits, and are susceptible to locust borers. The Callery Flowering Pear tree is approved for planting in the right-of-way.

Private damage claims processed by the City: None known.

Previous Council Action:

None.

Analysis:

Removal of the trees is appropriate to allow for the re-development of the parking lot.

Financial Impact:

None for the City. The cost will be borne by the applicant.

Budget Adjustment: No

Attachments:

1. 7th Ave & Water St - Kittitas County Removal Request Letter
2. 7th Ave & Water St - Kittitas County Removal and Replanting Plans
3. Resolution 2023-32 7th Ave & Water St Kittitas County



To: City of Ellensburg Community Development Department
Atten: Craig Jones, Development Coordinator
501 N. Anderson St
Ellensburg, WA 98926

From: Brandon Mauseth, Project Manager

Date: November 2, 2023

Project: Kittitas County Corrections Facility Parking Lot Improvement Project - SEPA Review P23-087

Subject: Request to remove street trees on Waters Street

Dear Craig Jones,

As required by the City of Ellensburg and in response to project application review comments, Kittitas County is formally requesting the removal of two (2) existing street trees along Waters St, and two (2) existing trees along 7th Avenue. We kindly request your approval for this matter.

The Kittitas County Corrections Facility Parking Lot Improvement Project aims to provide comprehensive enhancements to the existing parking lot, including the unimproved overflow parking area. The project necessitates full landscaping improvements along Waters Street, the installation of a new block retaining wall behind the sidewalk, situated six feet from the walkway, and the repair and replacement of the irrigation system. Our primary concern lies in the physical constraints during demolition, potential impacts on the existing tree root system, and the necessary construction activities that may adversely affect the health of the current trees. Considering these concerns, SCJ Alliance recommends the removal and replacement of the existing street trees as an integral part of the project scope.

The proposed street landscape design will establish uniformity and consistency in street design and spacing. The utilization of City of Ellensburg approved street tree species with similar age and size will enhance the overall appearance along the corridor and in the downtown district. The project's advantages include the ability to complete construction without additional impacts on the existing sidewalk, efficient placement of planting spaces in accordance with the proposed improvements, and the avoidance of attempting to match back to the existing conditions. This approach also eliminates the risk of permanent tree damage after project completion, reducing the need for Kittitas County to provide warranties and replace dying or dead trees that may result from construction-related damage.

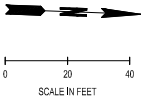
For more detailed information regarding the street tree design, species identification, and construction specifications, we kindly ask that you refer to the submitted plans. SCJ Alliance is available to address any questions or provide additional information as needed.

Sincerely,

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

Brandon Mauseth

SEC. 2, T 17 N., R 18 E., W.M.



LEGEND

- SAWCUT
- EXISTING TREE AND ROOT BALL TO BE REMOVED AND BACKFILLED (PAID AS REMOVE TREE)
- EXISTING ASPHALT/CONCRETE AND BASE TO BE REMOVED (PAID AS REMOVING CEMENT CONC. PAVEMENT)

GENERAL DEMOLITION NOTES:

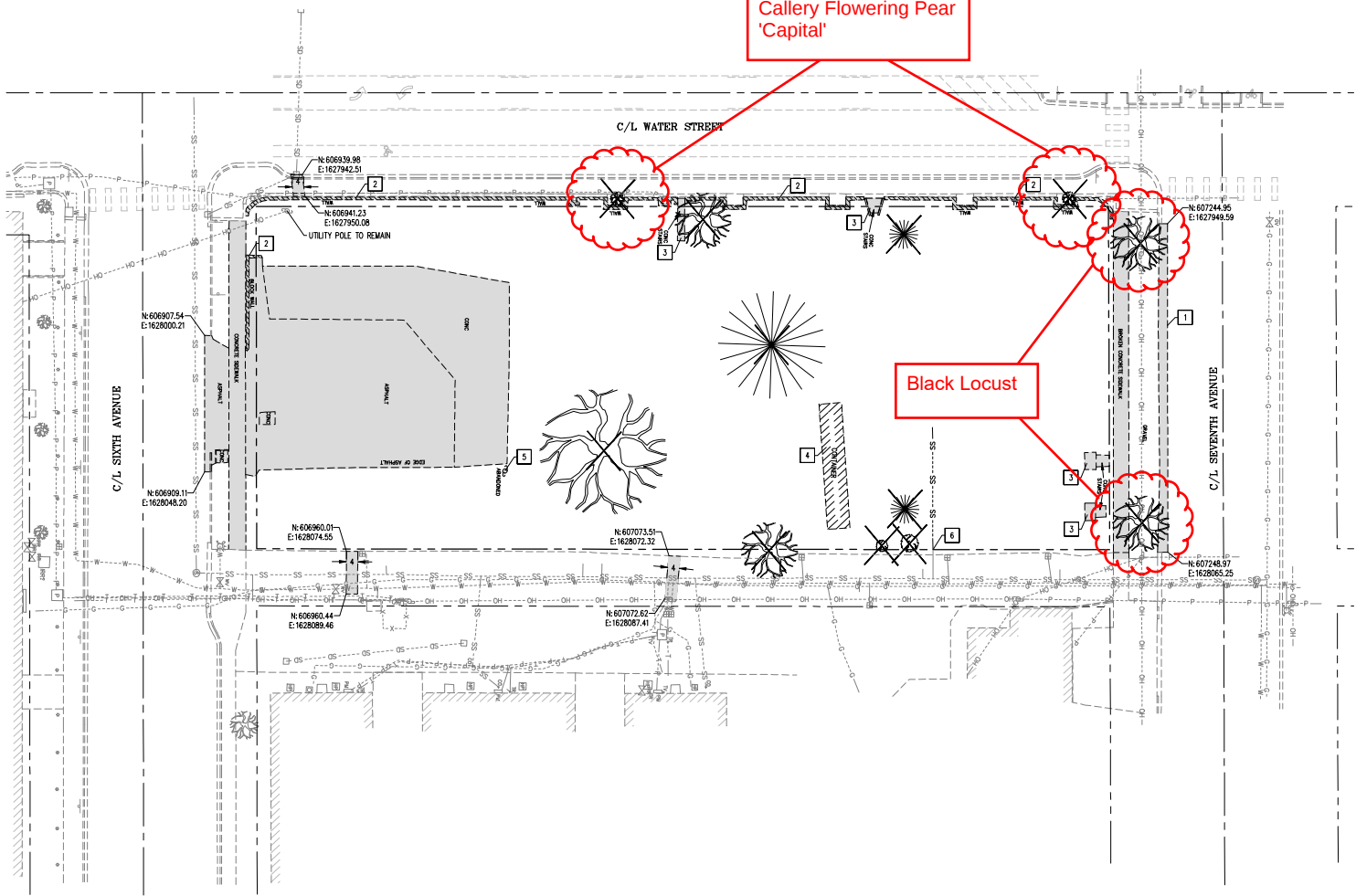
- EXISTING INFRASTRUCTURE IS SHOWN TO THE EXTENT OF ENGINEER'S KNOWLEDGE. CONTRACTOR SHALL FIELD VERIFY AND CONFIRM SCOPE OF DEMOLITION PRIOR TO BID.

DEMOLITION NOTES:

- SAWCUT (INCIDENTAL TO ASPHALT/CONCRETE REMOVAL)
- REMOVE WALL AND FOUNDATION (PAID AS REMOVAL OF STRUCTURES AND OBSTRUCTIONS)
- REMOVE CONCRETE STAIRS (PAID AS REMOVAL OF STRUCTURES AND OBSTRUCTIONS)
- CONTAINER TO BE RELOCATED BY OTHERS.
- REMOVE UTILITY POLE. (PAID AS REMOVAL OF STRUCTURES AND OBSTRUCTIONS)
- SEWER LINE TO BE REMOVED AND CAPPED AT PROPERTY LINE. (PAID AS REMOVAL OF STRUCTURES AND OBSTRUCTIONS)

Callery Flowering Pear
'Capital'

Black Locust



CALL BEFORE YOU DIG

THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR THE LOCATION AND PROTECTION OF ALL EXISTING UTILITIES. THE CONTRACTOR SHALL VERIFY ALL UTILITY LOCATIONS PRIOR TO CONSTRUCTION BY CALLING THE UNDERGROUND LOCATE LINE AT 811 OR 1.800.424.5555 A MINIMUM OF 48 HOURS PRIOR TO ANY EXCAVATION.

BY	
DATE	
REVISIONS	
 SCJ ALLIANCE CONSULTING SERVICES 25 N. WENATCHEE AVE., SUITE 238, WENATCHEE, WA 98801 P: 509.886.3265 SCJALLIANCE.COM	
DEMOLITION PLAN	
PROJECT NAME KITITAS COUNTY CORRECTIONAL FACILITY PARKING LOT ELLENSBURG, WA	
	
DESIGNER:	M. HERBST
DRAWN BY:	M. HERBST
APPROVED BY:	D. IRELAND
DATE:	JUNE 2023
JOB NO.:	22-00178
DRAWING FILE NO.:	22-00178-DM-01
DRAWING NO.:	DM-01
SHEET NO.:	3 OF 22

RESOLUTION NO. 2023-32

A RESOLUTION of the Ellensburg City Council authorizing Kittitas County to remove four street trees located on Seventh Avenue and Water 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, Kittitas County 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. Kittitas County is authorized to remove four street trees located on Seventh Avenue and Water Street. Approval is conditioned upon Kittitas County first receiving a Street Tree Permit and Public Works Permit from the City of Ellensburg Public Works & Utilities Department for removal of the trees at Kittitas County's expense including removal of the stump, and replanting at least 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. A \$1,000 refundable deposit shall be posted prior to the issuance of the Street Tree Permit to assure replacement of the trees.

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

ADOPTED by the City Council of the City of Ellensburg this December 4, 2023.

MAYOR

ATTEST: _____
CITY CLERK



Meeting Date: December 4, 2023
City of Ellensburg
City Council Agenda Report

Agenda Subject: Purchase of Street Sweeper for the Street Division
Submitted by: Hunter Slyfield, Shop & Warehouse Manager
Department: Public Works & Utilities

Suggested Motion/Action:

Move to approve purchase of the Fayat street sweeper from Enviro-Clean Equipment in the amount of \$320,177.05.

Background/Summary:

The Elgin street sweeper that is currently utilized in the Street Division for street sweeping and gutter cleaning was purchased in 2016. This sweeper has exceeded its expected useful life and needs replacement. Staff requested a quote from Enviro-Clean Equipment, the authorized Fayat Group dealer who currently holds the Sourcewell National Purchasing Contract #093021-FAY. The City of Ellensburg is a member of both the Washington State Purchasing Cooperative and the Sourcewell Purchasing Group and may purchase off any contract they provide.

Previous Council Action:

The City Council authorized purchase of the street sweeper for use in the Street Division through the adoption of the 2023-2024 biennial budget.

Analysis:

The street sweeper was quoted at \$320,177.05 which includes the Sourcewell Contract #093021-FAY discount and Washington state sales tax. The Fayat sweeper is currently the only sweeper in the industry utilizing a third broom arrangement. Delivery of the street sweeper is not expected until April 2024.

Financial Impact:

The City budgeted \$450,000 in the 2024 Shop Capital Outlay budget for the purchase of a new street sweeper, so sufficient budget authority exists in 2024 to purchase the new sweeper. The sweeper will be ordered in 2023 and will be received and paid for in 2024.

Budget Adjustment: No

Attachments:

None



Meeting Date: December 4, 2023
City of Ellensburg
City Council Agenda Report

Agenda Subject: Consulting Agreement to Provide 2023 Electrical System Plan
Submitted by: Paul Meyer, Electrical Engineer
Department: Public Works & Utilities

Suggested Motion/Action:

Move to approve the City Manager to execute the Agreement for Professional Services for the 2023 Electrical System Plan with the consultant Power Engineers, Inc. and approve the associated supplemental budget adjustment to the Electric Utility Fund.

Background/Summary:

Every six years, the City of Ellensburg hires a consultant to perform an electric system study to analyze our distribution system and infrastructure needs based on load requirements. The last study was completed in 2017. This study includes reviewing and updating our current distribution system's model, determining the City's load growth requirements based on population increases and development of a six-year capital facilities plan.

Previous Council Action:

Awarded 2017 Electrical System Plan to Electrical Consultants Inc. May 1, 2017

Analysis:

At the conclusion of the RFQ evaluation process, the selection committee chose Power Engineers, Inc. as the most qualified consultant. Staff successfully completed negotiation of the attached Professional Services Agreement with Power Engineers, Inc., including the scope of work, schedule and fee exhibits.

Financial Impact:

The City Light Dept. budgeted \$160,000 for this project in the 2023/2024 Light Department Budget. The current fee from the consultant is \$211,375.66 including tax. The 2023/2024 Light Fund has an adequate ending fund balance to cover the additional costs. A supplemental budget adjustment of \$51,375.66 in the Electric Utility Fund is needed.

Budget Adjustment: Yes

Attachments:

1. RFQ R23-02 2023 Electric System Plan Agreement for Professional Services



AGREEMENT FOR PROFESSIONAL SERVICES

BETWEEN THE CITY OF ELLENSBURG

AND

POWER ENGINEERS, Inc

RELATING TO: City of Ellensburg Consultant Services for, 2023 Electric System Plan

THIS LUMP SUM AGREEMENT is made and entered into this _____ day of _____, 2023 ("Effective Date"), by and between THE CITY OF ELLENSBURG, a non-charter code city of the State of Washington (hereinafter called the "CITY") and POWER Engineers, Inc, a Corporation authorized to do business in the state of Washington (hereinafter called the "CONSULTANT").

1. RECITALS.

1.1. The CITY desires to obtain professional services for work related to the **2023 Electric System Plan** 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 does not meet the standards stated in Section 11.3 of this Agreement, the CONSULTANT shall make such changes as may be required by the CITY to bring the work product into conformance with Section 11.3. Such changes shall not constitute "Extra Work" as related in Section 13 of this Agreement.

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

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

3. TIME OF PERFORMANCE. The CONSULTANT may begin work upon the Effective Date of this Agreement by both parties, or the CITY's issuance of a Notice to Proceed, whichever is applicable, and the duration of the Agreement shall extend through December 31, 2025. 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. The CITY shall pay the CONSULTANT as set forth in this section. In no event shall the amount paid by CITY exceed the Maximum Compensation as set forth in Section 5, unless otherwise agreed to by the CITY in writing. Such payment shall be full compensation for work performed, services rendered, and all labor, materials, supplies, equipment and incidentals necessary to complete the work.

4.2. The CONSULTANT shall submit invoices to the CITY for work completed in accordance with Exhibit A. Invoices shall detail the work, and shall itemize with receipts and invoices the non-salary direct costs.

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.

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 \$211,375.66 including tax. 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.

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

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

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

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

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

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

9.2. The CONSULTANT shall comply with all requirements of applicable federal, state or local laws or regulations issued pursuant thereto, relating to the establishment of non-discriminatory requirements in hiring and employment practices and assuring the

service of all persons without discrimination as to any person's race, creed, color, religion, national origin, status as a military veteran, marital status, gender, sexual orientation, disability or other legally protected classification.

10. SUBCONTRACTING.

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

10.2. In the event any subcontracting is approved, the subcontractor and its employees shall be required to execute the Non-Disclosure Agreement prior to being given access to any confidential information regarding the CITY's computer system.

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

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

11. SUPERVISION, INSPECTION AND PERFORMANCE.

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

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

11.3. CONSULTANT shall be responsible for the professional quality, technical adequacy, accuracy, timely completion, and coordination of the Services and all plans,

designs, drawings, specifications, reports, and other work performed pursuant to this Agreement. CONSULTANT shall perform the Services in accordance with the standard of care of its profession in the same or similar localities at the time services are performed. CONSULTANT shall be responsible for the professional standards, performance, and actions of all persons and firms performing the Services under this Agreement. CONSULTANT shall, without additional compensation, correct any specific breach of a contractual obligation in the Services and revise any errors or omissions in any plans, designs, drawings, specifications, reports, and other products prepared under this Agreement. Within one (1) year from the date of providing any service hereunder, should such service be found to be defective by the CITY, the CITY shall identify the nature of such deficiency in writing and CONSULTANT shall have thirty (30) days from the date of receipt of such notice to correct, re-perform, or replace the defective services or item.

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

13. EXTRA WORK. The CITY may desire to have the CONSULTANT perform work or render services in connection with this project, in addition to the Scope of Work set forth in Exhibit A and minor revisions to satisfactorily completed work. Such work shall be considered as "Extra Work" and shall be addressed in a written supplement to this Agreement. The CITY shall not be responsible for paying for such extra work unless and until the written supplement is executed by both parties.

14. TERMINATION.

14.1. The CITY may terminate this Agreement in whole or in part whenever the CITY determines, in its sole discretion that such termination is in the best interests of the CITY, upon not less than ten (10) days' written notice to the CONSULTANT. Written notice will be by certified mail sent to the CONSULTANT'S designated representative at the address provided by the CONSULTANT. If this Agreement is terminated in its entirety by the CITY for its convenience, the CITY shall pay the CONSULTANT for satisfactory services performed through the date of termination, but no amount shall be allowed for anticipated profit on unperformed Services or other work.

14.2. The CITY may terminate this Agreement, in whole or in part and at any time, in writing if CONSULTANT substantially fails to fulfill any or all of its material obligations through no fault of CITY. If CITY terminates all or part of this Agreement for default, CITY shall determine the amount of Services satisfactorily performed to the date of termination and the amount owing to CONSULTANT using the criteria set forth below; provided that (a) no amount shall be allowed for anticipated profit on unperformed Services or other work, and (b) any payment due to CONSULTANT at the time of termination may be adjusted to the extent of any additional costs CITY incurs or will incur because of CONSULTANT'S

default. In such event, CITY shall consider the actual costs incurred by CONSULTANT in performing the Services to the date of termination, the amount of Services originally required which was satisfactorily completed to the date of termination, whether the Services or deliverables were in a form or of a type which is usable and suitable to CITY at the date of termination, the cost to CITY of either completing the Services itself or employing another firm to complete the Services in addition to the inconvenience and time which may be required to do so, and other factors which affect the value to CITY of the Services performed to the date of termination. Under no circumstances shall payments made under this provision exceed the Schedule of Charges. This provision shall not preclude CITY from filing claims and/or commencing litigation to secure compensation for damages incurred beyond that covered by withheld payments.

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

15. INDEMNIFICATION/HOLD HARMLESS.

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

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

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

15.3. The provisions of this section shall survive the expiration or termination of this Agreement. Further, the indemnity obligations shall extend to claims that are not reduced

to a suit and to any claims that may be compromised prior to the culmination of any litigation or the institution of any litigation. Inspection, acceptance or payment by CITY of or for any Services performed by CONSULTANT shall not be grounds for avoidance of any Indemnity Obligations.

16. INSURANCE.

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

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

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

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

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

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

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

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

16.4.1. Automobile Liability insurance with a 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 of \$2,000,000 each occurrence, \$2,000,000 general aggregate.

16.4.3. Professional Liability insurance shall be written with limits of \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

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

16.5.1. The CONSULTANT's insurance coverage shall be primary insurance with respect to the CITY. Any insurance, self-insurance, or insurance pool coverage maintained by the CITY shall be excess of the CONSULTANT's insurance and shall not contribute with it.

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

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

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

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

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

17. LIMITATION OF LIABILITY. Notwithstanding any other provision of this Agreement to the contrary, the liability of CONSULTANT to the CITY in connection with this



Agreement, for any claim whatsoever related to this Agreement, including any cause of action in contract, tort or strict liability, and including any obligations to indemnify the CITY as set forth in this Agreement, shall not exceed the limits of the insurance as set forth in Section 16 of this Agreement.

18. APPLICABLE LAW/VENUE. This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement, or any breach hereof or any Work performed hereunder, promptly by negotiation between executives who have authority to settle the controversy. Any party may give the other party written notice of any dispute not resolved during the normal course of business. Within thirty (30) days after delivery of the initial notice, the executives of both parties shall meet at a mutually acceptable time and place and use good faith efforts to resolve the dispute. In the event that the parties are unable to settle the dispute through direct negotiations as set forth above, all remaining controversies or claims shall then be submitted to mediation within ten days from written notice of concluded negotiations. Mediation will follow the Commercial Mediation Rules published by the American Arbitration Association effective September 1, 2022. Mediation shall occur in Kittitas County, Washington unless the parties mutually agree to virtual mediation (and with agreement of the mediator). Each party shall bear its own costs and attorney fees for mediation. The parties reserve all rights to pursue any claim or litigation in law or equity if mediation does not resolve the dispute. The venue of any litigation brought hereunder shall be Kittitas County.

19. 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
Light Department
Attention: Paul Meyer
Email: meyerp@ci.ellensburg.wa.us
501 N. Anderson
Ellensburg, WA 98926

POWER Engineers, Inc
Kyle Bennett, PE (Project Manager)
Email: kyle.bennett@powereng.com
491 Teanaway Road
Cle Elum, WA 98922

20. 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.

21. 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.

22. 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.

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

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

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

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

- Exhibit A – Scope of Work
- Exhibit B – Schedule for the Work
- Exhibit C – Consultant Labor Costs and Non-salary Reimbursable Costs
- Exhibit D – Budget for Each Task
- Exhibit E – Non-Disclosure Agreement



REQUEST FOR QUALIFICATIONS R23-02

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

CONSULTANT:

By: _____

Printed
Name: _____

Title: _____

Tax ID#: _____

THE CITY OF ELLENSBURG:

By: _____

Printed
Name: _____

Title: _____

ATTEST: _____

Clerk

Approved as to Form:

City Attorney

EXHIBIT A - SCOPE OF WORK

POWER Engineers (POWER) is submitting this proposal in response to the City's request for development of a 2023 Electric System Plan (20 year look ahead) and a 6-year Capital Facilities Plan (2024-2029) that will review and update the City's current Comprehensive Plan that was adopted in 2017. It is our understanding that the City's distribution system consists of 4 substations and 14 feeders. The population growth estimates for years 2017-2037 is 2% per year, which would increase the population of the City by approximately 11,757 during the next 20 years. The plan will consider 20-year load growth estimates with detailed focus on the six-year period for 2024-2029. Consulting and study work will be in accordance with City practices and typical industry standards.

The study is a guide for developing the City's existing system toward the capacity level which will be required at the end of the plan period. By planning for the construction of new facilities and expansion of existing facilities at appropriate times, interim changes or system additions will be compatible with the final (end of plan) system configuration. The study will provide recommendations based upon system analyses, review of the system's operating records, previous studies conducted by the City, the City's staff knowledge, and other applicable data. System modifications and additions, cost estimates, and identification of proposed system improvements required to meet the load forecast and system configuration scenarios will be developed in the study.

The study will evaluate the City's existing system at current loading, at future load levels for the 2024-2029 period and investigations as to the capabilities of the system to provide quality service for the next 20 years. Key elements include changes to load growth areas, forecasts, system improvements, and future planning including assessing the Bonneville Power Administration transmission capacity and providing a road map for future transmission capacity. The resulting report will position the City's Energy Service Department to identify the impacts of the change in energy use.

A major projects construction program will be developed to transition the existing system to the conceptual future system with the required mitigation of identified deficiencies to adequately meet the City's service requirements. Construction projects will be identified, prioritized and costs estimated to assist with the City's fiscal planning requirements. Specific tasks that must be conducted to complete the study include:

- Work with City staff to gather the information and data required to perform the study.
- Interview City staff to define growth patterns, system deficiencies and planning criteria.
- Prepare a non-coincident load forecast for each individual distribution feeder. End of study period and transition load levels will be determined for system evaluation.
- Develop planning criteria and evaluate the system.
- Review the entire existing DNV-GL SynerGEE software model for accuracy against the City's AutoCAD model and make all necessary revisions required to match the AutoCAD model.
- Perform load flow simulations of the City's system for the existing and transition configurations, to determine how the system will respond to future demands.
- Analyze distribution switching/backfeed configurations during N-1 conditions.
- Investigate and analyze conservation voltage reduction programs that currently exist and how potential changes to federal, state, and local laws, codes, standards may affect the City.

- Identify alternate solutions, including cost estimates, for system improvements. Consult with the City to choose the alternates for the final recommended transition plan.
- Prepare a construction program, including associated estimated costs and schedules, for each element of the transition plan.
- Validate BPA transmission capacity limits and determine what reconfiguration or line improvements may be required to support the City's potential load increases.
- Video conference with City staff to review the draft report document, revise and issue the final report document.
- Prepare and present a Power Point summarization of the Final Report to the City's Utility Advisory Committee.

PROPOSED WORK SCOPE

The following presents our work plan prepared specifically for your project. Our work plan does the following:

- Defines the scope of work so you know exactly what we intend to do.
- Lists the deliverables that you will receive.
- Identifies your key project concerns and our proposed solutions.
- Serves as a ready-made project control system when the project begins.
- Becomes the foundation for project scheduling and budgeting throughout the project life.

TECHNICAL SPECIFICATIONS

Task 0 – Project Management

0.1 Project Management

Provide project supervision. Monitor the progress of the work, enforce compliance with the general project procedures, assure timely task completion, review status reports, and expedite the work by providing for the coordination of and allocation or redirection of resources.

Deliverable(s): Schedules and Updates, Workplan Updates

0.2 Project Administration

Prepare and submit to the City monthly status reports. Summarize the progress of the work, costs, work expected to be accomplished in the next month, problems, trends, and/or delays and the reasons for and actions being taken to bring those areas back on schedule or budget.

Deliverable(s): Monthly Status Reports, Invoicing

Task 1 – Project Initiation

1.1 Data Acquisition

Develop and transmit to the City a data requirements list specifying information required from the City, to include, but not be limited to:

- System maps, circuit diagrams, station one-line diagrams
- Current SynerGEE databases (summer and winter)

- Project status for projects listed in the 2017 Electric System Plan and Comprehensive Plan for 2017-2037
- Load forecasts including new large load additions
- Historical outage information
- Known existing system deficiencies
- City's cost estimating guidelines
- List of known "desired" projects to be included
- Reliability data and operational driven projects to be included
- PSLF or Power World model of BPA's Central Washington Region including Moxie, Columbia, Dolarway, and interconnected stations.
- BPA published transmission assessment plans for this region.
- City's South Substation Siting Study
- City of Ellensburg Emissions Plan
- City of Ellensburg Zero Emissions Transit Plan
- Central Washington University's Geothermal Plan

Review and become familiar with the data and information provided by the City. Develop a filing system for the data to facilitate retrieval and use of the data.

Deliverable(s): Data Requirements List

1.2 Preliminary Conference

A project scoping meeting will be held at the City's offices after detailed review of the data supplied by the City. System field survey is not included in this scope of work, however, this work can be accommodated as the City feels appropriate.

Deliverable(s): Proposed Report Format, Conference Minutes

Task 2 – Load Forecasts and Planning Criteria

2.1 Load Forecasts

Allocate peak kW demand projections for each City substation and feeder based on the City's forecasting and growth rates provided by the City. Load growth will be based on a population increase of 11,757 during the next 20-years. A 6-year peak kW demand projection for each feeder will be based on non-coincident peak loading. The load projections will be tabulated in spreadsheet format, by year. Known newly proposed spot loads (Continental Cold Storage, WinCo Foods and a Marijuana growing facility, County Transfer Station, CWU Boiler System) will be included in the forecasts as well as possible new Data Center Sites within the system. The forecast will also include EV Market penetration and fuel switching adoption rate.

Deliverable(s): System load projections.

2.2 Planning Criteria

Document the agreed upon criteria for acceptable voltage levels, loading of facilities and age/reliability standards. The planning criteria will be based on City and industry standard practices.

Deliverable(s): The City and POWER agreed upon planning criteria documentation.

Task 3 – Existing System Analysis

3.1 Distribution Substations

Review the voltage, capacity, and adequacy of each existing distribution substation. Review the existing City guidelines, standards, and operation and maintenance practices. Develop recommendations, using City input, for modifications and/or

improvement to these existing practices. Develop recommendations as to the optimum voltage, capacity, and configuration for the development of the study.

Deliverable(s): Existing distribution substation review results

3.2 Distribution System Model

Update the existing 6-year-old SynerGEE model to current configurations. It is assumed that this effort will require approximately sixty (60) hours to complete.

3.3 Distribution System

Utilize the SynerGEE computer model of the distribution system for load flow analyses. Using this model, POWER will perform load flow and voltage drop analyses of the existing distribution system, including projects completed from the previous Electrical System Plan, at base year loads (N-0 conditions). These computed results (voltage and capacity) will be compared with recent City supplied field City measurements and/or readings, with the model being adjusted as necessary to reflect actual system conditions. The need for additional or upgraded distribution lines to maintain acceptable voltage, capacity, power factor, current balance, losses, backfeed (N-1) of each feeder capabilities and reliability will be examined during the development of the study (Task 4).

Deliverable(s): Existing distribution system analysis results.

Assumption(s): It is assumed that emergency backfeed analysis will be performed for those adjacent feeders identified by the City; POWER will provide and the City will review/approve of the existing system calculated performance.

Task 4 – 20-Year Look Ahead and 6-Year Capital Facilities Plan (2024-2029)

4.1 Distribution System

Utilize the SynerGEE computer model of the distribution system for the plan period under system intact and N-1 conditions. Utilize the non-coincident peak loading developed in Task 2.1 for existing feeders to perform load flow analyses for the distribution system to identify voltage and capacity restraints including emergency back feed (N-1) analysis be performed for those adjacent feeders identified by the City. The study will review each feeder power factor and existing capacitor bank locations and provide suggestion for the removal, relocation, or addition of switched or fixed capacitor banks including kVAR sizing. Review the existing installation of the City and privately owned photovoltaic (PV) systems and identify system improvements to support current and future PV systems. Develop plan alternatives (where possible) for the intermediate system load within the 6-year load level period developed in Task 2.1.

Deliverable(s): Alternative distribution project identification to mitigate system constraints.

Assumption(s): The N-1 cases identified in the 2017 Electric System Plan will be considered.

4.2 Volt/Var Investigation

Determine the potential energy savings from implementing voltage reduction and voltage/VAR optimization tools. Review the existing distribution system, feeder and substation loading and provide recommendations for the following:

- Identify current and potential federal, state, and local laws, codes, standards, or regulations regarding the implementation of a conservation voltage programs.

- Analyze the impact of a CVR, VVO, and DVR program on the electrical distribution system.
- Determine the minimum and optimal voltage reductions of CVR, VVO, and DVR that customers are not affected as a result.
- Provide recommendations for design standards required to implement a CVR, VVO, and DVR program.

4.3 **Natural Gas Investigations**

New regulations and energy codes are discouraging the use of natural gas as an energy source in new construction. Additionally, agencies are offering incentives and rebates to perform fuel switching away from natural gas to electric.

Identify current and potential federal, state, and local laws, codes, standards, or regulations regarding the restrictions on the use of natural gas and their potential impact on the electrical distribution system. Provide recommendations for new feeder installation and/or existing feeder improvement resulting from the reduced use of natural gas as an energy source.

- Provide recommendations for revised design standards to address the increasing electrical loads associated with the reduced use of natural gas as an energy source.
- Identify the potential impacts of fuel switching to existing residential distribution systems for both newer underground residential neighborhoods and older overhead neighborhoods.

4.4 **Electrical Vehicle Charging Stations**

With the increasing market for electric vehicles (EV) and the increased load associated with the private and commercial charging stations the City is concerned with the impacts of this trend on the utility's distribution system. Review the existing distribution system, feeder and substation loading and provide recommendations for the following:

- Identify current and potential federal, state, and local laws, codes, standards, or regulations regarding the installation requirements for EV's and their potential impact on the electrical distribution system.
- Provide recommendations for new feeder installation and/or existing feeder improvement for large commercial charging stations located at both the west and south interchanges. These charging stations will be 25 or more level 3 DC fast charging stations.
- Provide recommendations for revised design standards to address the increasing electrical loads associated with residential car chargers in new residential developments.
- Identify the potential impacts of EV chargers to existing residential distribution systems for both newer underground residential neighborhoods and older overhead neighborhoods.
- Discuss the impacts of Clustered EV adoption.
- Review the City's current rate schedule and discuss a rate class specific for EV charging or large EV charging stations.

4.5 **Development of System Improvement Options**

Utilize results of the existing system analysis, planning criteria, and design considerations to formulate improvement plans that will accommodate additional services and loads. Within the development process for the alternative plans, consider the results of future demand levels, replacement of

aging infrastructure; service reliability; and geographic, environmental, and governmental constraints.

Deliverable(s): Alternative major project identification

Assumption(s): Alternatives will be limited to three per feeder mitigation.

4.6 Comparison of System Improvement Options

For each of the alternative plans identified, develop net present value cost estimates for the transition of the existing system through 2029. Organize the comparison of each plan to assist in the selection of the preferred alternative.

Deliverable(s): Cost estimates and benefit identification

4.7 Demand Response Program

Present a program and path for the City to use to establish a Demand Response Program. POWER will include in the report a program that defines the steps the City will need to take to generate public support/interest, understand technology requirements, overall project costs and schedule, and to consider the pros and cons of a program for its customers. Challenges will be presented to show primary concerns and hurdles faced by organizations that have implemented similar programs.

POWER will supply examples of forms, surveys, strategies, techniques, and anticipated costs for implementing a program. This scope of work will begin with the customer engagement phase and end with the presentation of anticipated benefits, costs, schedule, and technology requirements for consideration by the UAC.

4.8 System Model Software Migration Investigation

POWER will include in the report discussion on the impacts of changing the City's electrical system modeling software. System planning and analysis can be performed with higher levels of accuracy and confidence when system information is frequently updated. This allows for more precise planning of funds and direction of resources. Up to date system models can assist in reduced costs in engineering and unplanned maintenance. Options, challenges, advantages, disadvantages, cost estimates, modules, implementation phasing.

POWER will include a generalized comparison of the capabilities of the existing software and alternative software. POWER will include in the report each software with the associated options/modules, implementation challenges, advantages, disadvantages, general cost estimates, and estimated schedule to implement. POWER will identify the type of information database that each option can interface with, to position the City in determining if migration from their existing SynergEE program is beneficial. the City can use the information as they consider changes in software and data management platforms.

4.9 Benefits of AMI Implementation

The City is investigating the implementation of Advanced Metering Infrastructure (AMI) throughout the distribution system. POWER will include discussion and evaluation of the benefits of applying AMI to support the long range and construction work plans. Identifying benefits of AMI and how AMI can be used to defer or delay infrastructure improvements will be beneficial to the City. The report will include known capabilities of various AMI providers to give the City an ability to begin developing an RFP for that system implementation and to be used in evaluating any potential solution. AMI strategies and techniques (ex. outage tracing and management, load forecasting, demand response actions) to fully leverage the selected product will be described in the report as possible solutions to system

performance issues. These solutions will be considered based on the City's proposed AMI integration schedule. POWER will also offer recommendations and lessons learned of past AMI deployments for the benefit the City as it evaluates its options.

4.10 Interim Conference

Conduct an Interim Video Conference to discuss alternatives and comparison of alternatives. Determine the alternative that is most suitable for the City based on in-depth discussion of pros and cons of each.

Deliverable(s): Conference Minutes

4.11 Development of Electric System Plan

Following City's approval of POWER's recommended alternative or selection of a different alternative, incorporate the appropriate alternative into the ESP. The plan will address and include the following items, as applicable:

- An orderly construction program development to eliminate waste, due to early obsolescence or inadequacy of facilities.
- Generate cost estimates, using City cost data, for each alternative.
- Transition schedule of each project, from the existing to future system based on load development.
- Upgrade or replacement of existing facilities
- Routing and site selection criteria for major new facilities
- System investment scheduling that is in step with expected load growth
- Maximum use of opportunities to improve the quality of service at minimal cost.
- A combination of the best alternatives considering economics and system reliability.
- Assign project numbers based on the previous ESP projects to develop a priority scoring method.

Task 5 – Additional Services

- 5.1** POWER will support the City's engineering staff by performing additional services or studies as requested and directed, that relate to the long-range performance of the distribution system. the City and POWER will discuss each request to define requirements and deliverables. A report of findings will be delivered to the City for all agreed upon requests.

Task 6 – BPA Consultation

- 6.1** Review the City's current BPA peak demand, BPA billing records, projected growth, future large customers and the L0527 Line, Load Interconnection Feasibility Study and any other BPA system documentation. Evaluate BPA's Columbia Line and Moxee Line current loading and their capacity for future growth and single point large customers. Provide recommendations for the City to use when approaching BPA regarding improving the transmission capacity for the City.

Task 7 – Reports

7.1 Draft Report and Review Conference

Prepare and issue, in electronic format, drafts of the City Construction Work Plan for the City's review and comment. Report format will include table of contents, introduction, executive summary, discussion, findings and conclusions by Task

along with supporting appendices and drawings. An early draft (10%) and 2nd draft (30%) will be provided to the City for review. Approximately two (2) weeks after receipt of the draft, conduct a draft review video conference with City management and staff to discuss the content and format of the report.

Deliverable(s): Draft Report and teleconference minutes.

7.2 **Final Report**

After receipt of comments from the City relative to the draft City Construction Work Plan, review the comments and revise the report to incorporate changes agreed upon by the City and POWER. It is understood that these revisions will be limited to minor corrections and/or additions relative to the alternative selected by the City and will not include additions to the agreed-upon scope of work for the project. Submit copies of the final City Construction Work Plan document to the City. Model databases used for the analysis will be submitted to the City electronically with the final report.

Deliverable(s): Two (2) copies of Final Report, electronic copies of SynerGEE databases and Word, Excel, etc. files.

7.3 **Plan Presentation**

Prepare and present a Power Point summarization of the Final Report to the City's Utility Advisory Committee.

LIST OF DELIVERABLES

The list of deliverables within the above scope of work includes:

- Schedules and Updates
- Monthly Status Reports, Invoicing
- Data Requirements List
- Preliminary Conference, Proposed Report Format, Conference Minutes
- System Load Projections Summary Documentation
- Planning Criteria Documentation
- Existing Distribution Substation Review Results
- SynerGEE Model Updates
- Existing Distribution System Analysis Results
- Volt/Var Optimization Results
- Potential Impacts of Electric Vehicle charging stations
- Potential Impacts of Reduction On Use of Natural Gas
- Alternative Distribution Project Identification to Mitigate System Constraints
- Cost Estimates and Benefit Identification
- Discussion of BPA System Constraints and Mitigation Proposals
- Interim Conference Minutes
- 30% Draft Report (early-stage report to confirm approach, format, and findings).
- Draft Report and Teleconference Minutes
- Final Report and Electronic Copies of native files
- Presentation of the Final Report to the City's Utility Advisory Committee

PROPOSED SCHEDULE

The final schedule, considering the input from the city, includes each element of the transition plan and will be based on the deliverables listed in each subtask in the work plan (Scope of Work).

SCHEDULE

POWER agrees with the City's required schedule to prepare the study as listed below.

Milestones	Completion Date
1. Utility Advisory Committee consideration	November 16, 2023
2. City Council accepts Agreement for Professional Services	December 4, 2023
3. Signed Agreement for Professional Services	December 5, 2023
4. City provides consultant notice to proceed	December 6, 2023
5. Consultant requests City to provide records and Information	December 11, 2023
6. Consultant submits draft System Plan report to City	March 28, 2024
7. City provides feedback on draft System Plan report	April 11, 2024
8. Consultant provides final System Plan Report	May 16, 2024
9. Consultant presentation to the Utility Advisory Committee	May 30, 2024
10. City Council accepts as complete	June 17, 2024

POWER ENGINEERS, INC.
SCHEDULE OF CHARGES – 2023

This standard Schedule of Charges is for professional services. Unless agreed otherwise, charges for work on continuing projects will be based on the then current Schedule of Charges. A new Schedule of Charges will be issued to be effective January 1 of each new year and as necessary on an intermediate basis to accommodate new items or revised charges. Invoices will be submitted monthly and/or upon completion of the work and will be due and payable when issued. All accounts not paid within thirty (30) days after Owner's receipt of the invoice will bear a **SERVICE CHARGE OF 1.0% PER MONTH** for each month the invoice is unpaid.

GRADE	PERSONNEL CLASSIFICATION	
13	President	\$220.00/hr.
	Executive Vice President	
	Senior Project Manager IV	
12	Project Manager Director	\$220.00/hr.
	Senior Project Manager III	
11	Senior Project Manager II	\$220.00/hr.
	Senior Program Manager II	
	Principal Engineer II	
10	Senior Project Manager I	\$220.00/hr.
	Senior Program Manager I	
	Senior Project Engineer III	
	Senior Project Lead III	
	Strategic Consultant III	
	Principal Engineer I	
9	Project Manager III	\$210.00/hr.
	Senior Project Lead II	
	Construction Manager III	
	Senior Project Engineer II	
	Strategic Consultant II	
	Senior Consultant III	
	Senior Engineer II	
8	Project Manager II	\$192.00/hr.
	Senior Project Lead I	
	Strategic Consultant I	
	Senior Consultant II	
	Senior Project Engineer I	
	Construction Manager II	
	Senior Engineer I	
7	Project Manager I	\$169.00/hr.
	Project Lead II	
	Construction Manager I	
	Environmental Specialist IV	
	Project Engineer II	
	Engineer IV	
	Designer V	
	Project Administrator III	
	Senior Consultant I	
6	Project Lead I	\$156.00/hr.
	Project Engineer I	
	Engineer III	
	Designer IV	
	Environmental Specialist III	
	Procurement Specialist III	
	Scheduling Specialist III	
	Project Administrator II	
	Consultant III	
5	Engineer II	\$143.00/hr.
	Designer III	
	Technician IV	
	Environmental Specialist II	
	Procurement Specialist II	
	Scheduling Specialist II	
	Project Administrator I	
	Consultant II	
4	Engineer I	\$132.00/hr.
	Designer II	
	Drafter IV	
	Technician III	
	Environmental Specialist I	
	Procurement Specialist I	
	Field Representative IV	
	Scheduling Specialist I	
	Project Managers Assistant III	
	Consultant I	
3	Designer I	\$117.00/hr.
	Drafter III	
	Technician II	
	Field Representative III	
	Staff Assistant II	
	Project Managers Assistant II	
2	Drafter II	\$99.00/hr.
	Staff Assistant	
	Field Representative II	
	Project Managers Assistant I	
1	Drafter I	\$80.00/hr.
	General Office Assistant	
	Field Representative I	

Personnel with specialized experience are employed by or on retainer to POWER. Charges for these specialists are negotiated on an individual basis depending on the assignment. Professional time for depositions and testimony is charged at 1.5 times the rate for services; full-day minimums apply.

POWER ENGINEERS, INC.
SCHEDULE OF CHARGES – 2023

This standard Schedule of Charges is for professional services. Unless agreed otherwise, charges for work on continuing projects will be based on the then current Schedule of Charges. A new Schedule of Charges will be issued to be effective January 1 of each new year and as necessary on an intermediate basis to accommodate new items or revised charges. Invoices will be submitted monthly and/or upon completion of the work and will be due and payable when issued. All accounts not paid within thirty (30) days after Owner's receipt of the invoice will bear a **SERVICE CHARGE OF 1.0% PER MONTH** for each month the invoice is unpaid.

REPRODUCTION

Drawings – Black & White

Large Scale Drawings (C Size)	\$1.90/ea.
Large Scale Drawings (D Size)	\$3.30/ea.
Large Scale Drawings (E Size)	\$5.50/ea.

Drawings – Color

Large Scale Drawings (C Size)	\$6.00/ea.
Large Scale Drawings (D Size)	\$10.90/ea.
Large Scale Drawings (E Size)	\$17.50/ea.

Documents – Black & White

Single-sided Copies	8 x 11 \$0.11/ea.	11 x 17 \$0.17/ea.
Double-sided Copies	8 x 11 \$0.22/ea.	11 x 17 \$0.34/ea.

Documents – Color

Single-sided Copies	8 x 11 \$0.50/ea.	11 x 17 \$1.00/ea.
Double-sided Copies	8 x 11 \$1.00/ea.	
Spiral Comb		\$2.65/ea.
3 Ring Binder	Dependent on size	
Special Copy Center Projects (Labor)		\$45.00/hr.

SURVEY EQUIPMENT

Survey Equip. to support field crew		\$70.00/day
GPS Equipment 2 Units	\$60.00/hour	\$350.00/day
GPS Equipment 3 Units	\$80.00/hour	\$450.00/day

Other expenses including but not limited to subcontractors, airfare, lodging, meals, postage and shipping, purchases, rentals, are charged at cost plus a carrying and handling charge of 10%.

Communication Charge - including but not limited to VOIP charges, file sharing cloud services, and web collaboration sites, charged at 1% of labor billing charges.

CAD and Software Usage Charge – charged at 3% of labor billing charges. This charge covers CAD application and design software including: AutoCAD, MicroStation, Autodesk Revit, PLS-Cad, Smart Plant P&ID, electrical studies software, and other design software as required.

EXHIBIT D - BUDGET

We've developed the following budget based on our understanding of this project's scope of work. Please review the budget carefully and contact us with any questions. Our budget is based on the deliverables listed in each subtask in Exhibit A.

BUDGET SUMMARY BY TASK					
Task	Description	Hrs	Labor \$	Exp \$	Total \$
0	Project Management	75	13,500	700	14,200
1	Project Initiation	40	6,596	400	6,996
2	Load Forecast and Planning Criteria	26	4,032	0	4,032
3	Existing System Analysis	145	20,880	1,120	22,000
4	20-Year Look Ahead and 6-Year CFP	547	82,630	0	82,630
5	Additional Services	95	19,950	0	19,950
6	BPA Consultation	91	14,292	600	14,892
7	Reports	162	26,548	700	27,248
PROJECT TOTAL		1,181	\$188,428	\$3,520	\$194,996



Meeting Date: December 4, 2023
City of Ellensburg
City Council Agenda Report

Agenda Subject: Updated Clean Energy Implementation Plan (CEIP)
Submitted by: Buddy Stanavich , Energy Resources Manager
Department: Public Works & Utilities

Suggested Motion/Action:

Move to adopt the Updated Clean Energy Implementation Plan (CEIP) as presented.

Background/Summary:

Washington State enacted the Clean Energy Transformation Act (CETA) in 2019 that affects all electric utilities in the state. One component of CETA is the adoption of a Clean Energy Implementation Plan (CEIP), which is being presented for the Council's consideration and adoption. The Clean Energy Transformation Act (CETA) prescribed in RCW 19.405.060 and WAC 194-40-050 establishes that each utility must submit by January 1, 2022, and every four years thereafter, a Clean Energy Implementation Plan (CEIP) for resources to be acquired and other actions to be undertaken during the next interim performance period. Utilities are able to update their plans in the interim period.

Previous Council Action:

Council adopted the Clean Energy Implementation Plan (CEIP) presented at their December 6, 2021 regular Council meeting.

Analysis:

As part of the development of the Sustainability and Energy Plan scope of work, the consultant performed an updated Clean Energy Transformation Act (CETA) Clean Energy Compliance Analysis. The team analyzed City loads and resources to determine a updated path for compliance with CETA's clean energy requirements.

The team provided an updated Conservation Potential Assessment (CPA) for Ellensburg that meets the requirements of Washington's Clean Energy Transformation Act (CETA) using the Utility Potential Calculator (UPC), developed by Lighthouse Energy Consulting and other consultants under contract to the Bonneville Power Administration (BPA). The UPC uses a streamlined set of inputs and relies upon the cost-effectiveness determinations and measure acquisition rates of the 2021 Power Plan to estimate the future conservation available in a utility service territory. This approach helped facilitate a cost-effective and CETA-compliant outcome to setting conservation targets in the Clean Energy Implementation Plan.

The team also performed a Demand Response Potential Assessment (DRPA). The assessment used the DRPA tool developed by Lighthouse Energy Consulting, which is based on the demand response products, assumptions, and methodology used in the Northwest Power and Conservation Council's 2021 Power Plan. The tool was updated with

Ellensburg specific customer and load data.

The Updated Clean Energy Implementation Plan changes:

Tab	Notes/Updates
Cover Page	No changes
Background	No changes
Utility Name and Contact	No changes
Targets and Actions	Updated based on clean energy projections, Conservation Potential Assessment (CPA), Demand Response Potential Assessment (DRPA), public input, and subsequent discussions. Updated the overall share of clean energy for the 4-year period.
Identify HIC	Updated to reflect that Ellensburg has no Highly Impacted Communities as defined by CETA.
Public Participation	Updated with a description of the public engagement process conducted through the consultant's work.

Financial Impact:

None

Budget Adjustment: No

Attachments:

1. City of Ellensburg Updated 2022-25 CEIP

Clean Energy Implementation Plan

2022 - 2025

CITY OF ELLENSBURG



Deadline: January 1, 2022

Submission: Email this workbook and all supporting documentation to CETA@commerce.wa.gov

Questions: Glenn Blackmon, Sarah Vorpahl, Austin Scharff, State Energy Office, CETA@commerce.wa.gov

Enter information in green fields.

Do not modify blue-shaded fields.

RCW 19.405.060

Clean energy implementation plan—Compliance criteria—Incremental cost of compliance.

(2)(a) By January 1, 2022, and every four years thereafter, each consumer-owned utility must develop and submit to the department a four-year clean energy implementation plan for the standards established under RCW 19.405.040(1) and 19.405.050(1) that: (i) Proposes interim targets for meeting the standard under RCW 19.405.040(1) during the years prior to 2030 and between 2030 and 2045, as well as specific targets for energy efficiency, demand response, and renewable energy; (ii) Is informed by the consumer-owned utility's clean energy action plan developed under RCW 19.280.030(1) or other ten-year plan developed under RCW 19.280.030(5); (iii) Is consistent with subsection (4) of this section; and (iv) Identifies specific actions to be taken by the consumer-owned utility over the next four years, consistent with the utility's long-range resource plan and resource adequacy requirements, that demonstrate progress towards meeting the standards under RCW 19.405.040(1) and 19.405.050(1) and the interim targets proposed under (a)(i) of this subsection. The specific actions identified must be informed by the consumer-owned utility's historic performance under median water conditions and resource capability and by the consumer-owned utility's participation in centralized markets. In identifying specific actions in its clean energy implementation plan, the consumer-owned utility may also take into consideration any significant and unplanned loss or addition of load it experiences.

(b) The governing body of the consumer-owned utility must, after a public meeting, adopt the consumer-owned utility's clean energy implementation plan. The clean energy implementation plan must be submitted to the department and made available to the public. The governing body may adopt more stringent targets than those proposed by the consumer-owned utility and periodically adjust or expedite timelines if it can be demonstrated that such targets or timelines can be achieved in a manner consistent with the following: (i) Maintaining and protecting the safety, reliable operation, and balancing of the electric system; (ii) Planning to meet the standards at the lowest reasonable cost, considering risk; (iii) Ensuring that all customers are benefiting from the transition to clean energy: Through the equitable distribution of energy and nonenergy benefits and reduction of burdens to vulnerable populations and highly impacted communities; long-term and short-term public health and environmental benefits and reduction of costs and risks; and energy security and resiliency; and (iv) Ensuring that no customer or class of customers is unreasonably harmed by any resulting increases in the cost of utility-supplied electricity as may be necessary to comply with the standards.

(3)(a) An investor-owned utility must be considered to be in compliance with the standards under RCW 19.405.040(1) and 19.405.050(1) if, over the four-year compliance period, the average annual incremental cost of meeting the standards or the interim targets established under subsection (1) of this section equals a two percent increase of the investor-owned utility's weather-adjusted sales revenue to customers for electric operations above the previous year, as reported by the investor-owned utility in its most recent commission basis report. All costs included in the determination of cost impact must be directly attributable to actions necessary to comply with the requirements of RCW 19.405.040 and 19.405.050.

(b) If an investor-owned utility relies on (a) of this subsection as a basis for compliance with the standard under RCW 19.405.040(1), then it must demonstrate that it has maximized investments in renewable resources and nonemitting electric generation prior to using alternative compliance options allowed under RCW 19.405.040(1)(b).

(4)(a) A consumer-owned utility must be considered to be in compliance with the standards under RCW 19.405.040(1) and 19.405.050(1) if, over the four-year compliance period, the average annual incremental cost of meeting the standards or the interim targets established under subsection (2) of this section meets or exceeds a two percent increase of the consumer-owned utility's retail revenue requirement above the previous year. All costs included in the determination of cost impact must be directly attributable to actions necessary to comply with the requirements of RCW 19.405.040 and 19.405.050.

(b) If a consumer-owned utility relies on (a) of this subsection as a basis for compliance with the standard under RCW 19.405.040(1), and it has not met eighty percent of its annual retail electric load using electricity from renewable resources and nonemitting electric generation, then it must demonstrate that it has maximized investments in renewable resources and nonemitting electric generation prior to using alternative compliance options allowed under RCW 19.405.040(1)(b).

(5) The commission, for investor-owned utilities, and the department, for consumer-owned utilities, must adopt rules establishing the methodology for calculating the incremental cost of compliance under this section, as compared to the cost of an alternative lowest reasonable cost portfolio of investments that are reasonably available.

WAC 194-40-200

Clean energy implementation plan.

(1) **Specific actions.** Each utility must identify in each CEIP the specific actions the utility will take during the next interim performance period or GHG neutral compliance period to demonstrate progress toward meeting the standards under RCW 19.405.040(1) and 19.405.050(1) and the interim targets under subsection (2) of this section and the specific targets under subsection (3) of this section. Specific actions must be consistent with the requirements of RCW 19.405.060 (2)(a)(iv).

(2) **Interim target.** The CEIP must establish an interim target for the percentage of retail load to be served using renewable and nonemitting resources during the period covered by the CEIP. The interim target must demonstrate progress toward meeting the standards under RCW 19.405.040(1) and 19.405.050(1), if the utility is not already meeting the relevant standard.

(3) **Specific targets.** The CEIP must establish specific targets, for the interim performance period or GHG neutral compliance period covered by the CEIP, for each of the following categories of resources:

(a) **Energy efficiency.** (i) The CEIP must establish a target for the amount, expressed in megawatt-hours of first-year savings, of energy efficiency resources expected to be acquired during the period. The energy efficiency target must comply with WAC 194-40-330(1). (ii) A utility may update its CEIP to incorporate a revised energy efficiency target to match a biennial conservation target established by the utility under RCW 19.285.040 (1)(b) and WAC 194-37-070.

(b) **Demand response resources.** The CEIP must specify a target for the amount, expressed in megawatts, of demand response resources to be acquired during the period. The demand response target must comply with WAC 194-40-330(2).

(c) **Renewable energy.** The utility's target for renewable energy must identify the quantity in megawatt-hours of renewable electricity to be used in the period.

(4) **Specific actions to ensure equitable transition.** To meet the requirements of RCW 19.405.040(8), the CEIP must, at a minimum:

(a) Identify each highly impacted community, as defined in RCW 19.405.020(23), and its designation as either: (i) A community designated by the department of health based on cumulative impact analyses; or (ii) A community located in census tracts that are at least partially on Indian country.

(b) Identify vulnerable populations based on the adverse socioeconomic factors and sensitivity factors developed through a public process established by the utility and describe and explain any changes from the utility's previous CEIP, if any;

(c) Report the forecasted distribution of energy and nonenergy costs and benefits for the utility's portfolio of specific actions, including impacts resulting from achievement of the specific targets established under subsection (3) of this section. The report must: (i) Include one or more indicators applicable to the utility's service area and associated with energy benefits, nonenergy benefits, reduction of burdens, public health, environment, reduction in cost, energy security, or resiliency developed through a public process as part of the utility's long-term planning, for the provisions in RCW 19.405.040(8); (ii) Identify the expected effect of specific actions on highly impacted communities and vulnerable populations and the general location, if applicable, timing, and estimated cost of each specific action. If applicable, identify whether any resource will be located in highly impacted communities or will be governed by, serve, or otherwise benefit highly impacted communities or vulnerable populations in part or in whole; and (iii) Describe how the specific actions in the CEIP are consistent with, and informed by, the utility's longer-term strategies based on the analysis in RCW 19.280.030 (1)(k) and clean energy action plan in RCW 19.280.030(1)(l) from its most recent integrated resource plan, if applicable.

(d) Describe how the utility intends to reduce risks to highly impacted communities and vulnerable populations associated with the transition to clean energy.

(5) **Use of alternative compliance options.** The CEIP must identify any planned use during the period of alternative compliance options, as provided for in RCW 19.405.040 (1)(b).

(6) The CEIP must be consistent with the most recent integrated resource plan or resource plan, as applicable, prepared by the utility under RCW 19.280.030.

(7) The CEIP must be consistent with the utility's clean energy action plan developed under RCW 19.280.030(1) or other ten-year plan developed under RCW 19.280.030(5).

(8) The CEIP must identify the resource adequacy standard and measurement metrics adopted by the utility under WAC 194-40-210 and used in establishing the targets in its CEIP. (9) If the utility intends to comply using the two percent incremental cost approach specified in WAC 194-40-230, the CEIP must include the information required in WAC 194-40-230(3) and, if applicable, the demonstration required in WAC 194-40-350(2).

(10) Any utility that is not subject to RCW 19.280.030(1) may meet the requirements of this section through a simplified reporting form provided by commerce.

Utility name:	City of Ellensburg
Report date:	10/2/2023
Contact name/Dept:	Buddy Stanavich
Phone:	509-962-7225
Email:	stanavichm@ci.ellensburg.wa.us
Web address of published CEIP:	https://ci.ellensburg.wa.us/
Small utility:	Yes

A small utility is a utility that is not required by RCW 19.280.030(1) to prepare an integrated resource plan.

Interim target: Percentage of retail load to be served using renewable and nonemitting resources (WAC 194-40-200(2))

Resource	2022	2023	2024	2025	4-year Period
Renewable					
Nonemitting					
Total					92%

[Small utilities may enter a single value in cell G6 and leave the remaining cells blank.]

Describe how the target demonstrates progress toward meeting the 2030 and 2045 CETA standards (WAC 194-40-200(2)). This section is not required if the value in cell G6 is 80% or greater :

The City is already exceeding the 2030 standard of 80% clean energy.

Specific targets (WAC 194-40-200(3)):

Resource	Amount	
Energy Efficiency	6,307	MWh to be acquired over the interim performance period (measured in first-year savings)
Renewable energy	722,933	MWh to be used during the interim performance period
Demand response	0.07	MW to be acquired over the interim performance period

Identify and describe the specific actions the utility will take over the next interim performance period to demonstrate progress toward meeting the utility's interim targets and the 2030 GHG neutral and 2045 clean electricity standard (WAC 194-40-200(1)):	
Specific action proposed	Description of how the action demonstrates progress toward meeting interim targets and the standards
Continue EE Program	When combined with savings from NEEA's market transformation work, the City is likely to achieve much of, if not exceed, its specific target for energy efficiency
Evaluate smart thermostat DR program	Smart thermostat demand response programs had the lowest cost and greatest potential that the City is currently capable of implementing. Based on the combined EE and DR benefits, smart thermostats could potentially be offered to customers at little to no cost, enabling low-income customers to reduce their utility bills.
Evaluate actions to remove language barriers and improve communication.	By removing language barriers to obtaining information and participation in its programs, the City will be able to expand its pool of potential program participants, facilitating the achievement of its identified specific targets above.
Increase educational opportunities	By increasing educational opportunities with customers and/or the organizations that serve them, the City can raise awareness of its programs which will help it to achieve its specific targets.

Highly impacted communities (WAC 194-40-200(4))

Report each Highly Impacted Community in the table below.

Highly Impacted Community is defined in RCW 19.405.020(23) as:

(23) *"Highly impacted community" means a community designated by the department of health based on cumulative impact analyses in RCW 19.405.140 or a community located in census tracts that are fully or partially on "Indian country" as defined in 18 U.S.C. Sec. 1151.*

Department of Health has designated Highly Impacted Communities as those ranking 9 or 10 on the Environmental Health Disparities map. Visit the Department of Health website for instructions on how to identify Highly Impacted Communities:

<https://www.doh.wa.gov/DataandStatisticalReports/WashingtonTrackingNetworkWTN/ClimateProjections/CleanEnergyTransformationAct/CETAUtilityInstructions>

Census Tract (enter 11 digit FIPS code)	County Name	Tribal Lands (Yes/No)	Environmental Health Disparities Topic Rank
Based on the available information, the City of Ellensburg does not have any Census Tracts that qualify as Highly Impacted Communities			

Public participation (WAC 194-40-200(4), -220(1))

Provide a summary of the public input process conducted in compliance with WAC 194-40-220. Describe how public comments were reflected in the specific actions under WAC 194-40-200(4), including the development of one or more indicators and other elements of the CEIP and the utility's supporting integrated resource plan or resource plans, as applicable.

In order to identify vulnerable populations, assess the risks to them during the clean energy transition, identify specific actions the City could take to address those risks, and develop indicators to measure the distribution of costs and benefits, the City chose to engage with community organizations serving vulnerable populations in the service territory through in depth interviews.

The City chose this approach after considering other possible engagement strategies for three reasons. First, engaging with organizations rather than individual community members allowed for breadth (across different populations) and depth (detailed understanding of each population). There were several longstanding community organizations active in the City's service territory that were willing to participate in the engagement process. Finally, an emerging best practice for serving vulnerable populations involves working with trusted community partners.

To identify participants for the engagement, the City identified local community organizations serving populations commonly identified in the equity literature as "vulnerable"—these included households with low and moderate incomes, people of color, non-English speakers, renters, people with disabilities, and other groups. In total, the City identified nine organizations with potential to contribute to the engagement process and reached out to those organizations to invite them to participate. Of the nine organizations identified, eight agreed to participate.

The community organizations that the City engaged with during its two input sessions were:

- Allied People Offering Year-Round Outreach (APOYO)
- Ellensburg DEI Commission
- Friends in Service to Humanity (FISH)
- HopeSource
- Kittitas County Habitat for Humanity
- Kittitas County Veterans Coalition
- Kittitas Early Learning Coalition
- WorkSource Kittitas County

The City engaged with these community organizations through in-depth interviews, each lasting over one hour. The interview format allowed the City to provide context on the topics specified in the CETA legislation and rulemaking and included discussion on identifying vulnerable populations, understanding their current challenges, potential actions the City could take that could address the risks identified, and indicators the City could use to measure its progress toward an equitable clean energy transition.

The City also interviewed community members as part of a broader survey to inform a city-wide sustainability plan and provided opportunities for public input at the City's meetings on ... *(complete with details of public meetings where CEIP was discussed and approved)* .

Vulnerable populations (WAC 194-40-200(4))

Please list all socioeconomic factors and sensitivity factors developed through a public process and used to identify Vulnerable Populations based on the definition in RCW 19.405.020(40):

(40) "Vulnerable populations" means communities that experience a disproportionate cumulative risk from environmental burdens due to:

(a) Adverse socioeconomic factors, including unemployment, high housing and transportation costs relative to income, access to food and health care, and linguistic isolation; and

(b) Sensitivity factors, such as low birth weight and higher rates of hospitalization

Factors	Details	Source	Date Last Updated	Approximate number of households in service territory (if applicable)
Low-income	The greater of <80% of AMI or <200% of FPL, this is intended to capture residents with a variety of income challenges	ACS PUMS Data, US EIA Form 861	2023	5,319
Unaffordable housing	"Unaffordable housing" is defined as households spending great than 30 percent of their income on housing costs.	WTN Data, US EIA Form 861	2023	3,558
Unemployed	This indicator uses the percent of the population over the age of 16 that is unemployed and eligible for the labor force from the U.S. Census Bureau's American Community Survey for 2015– 2019. This indicator excludes retirees, students, homemakers, institutionalized persons except for prisoners, those not looking for work, and military personnel on active duty.	WTN Data, US EIA Form 861	2023	524
High Transportation Expense	Transportation costs based on percentage of income for the regional moderate household (80% AMI).	ACS PUMS Data, US EIA Form 861	2023	6,285
Non-native English speakers	Population Age 5+ Speaking English Less than Very Well	WTN Data, US EIA Form 861	2023	244
Disability	Population with a Disability	WTN Data, US EIA Form 861	2023	939

Describe and explain any changes to the factors from the utility's previous CEIP, if any:

The City's definition of vulnerable populations was updated following a more robust public process in 2023 that is described on the "Public Participation" tab. The revisions in this updated CEIP reflect continued improvement in understanding of the scope of vulnerable populations and incorporate additional input received through the improved public process.

Low Income						
	Share of Homes below 80% AMI		61%			
	Share of Homes below 200% of FPL		38%			
	Total Ellensburg Households		8,792	(US EIA Form 861 Residential Customers)		
	Estimated Households		5,319			
Compare to WTN Data (uses 185% of FPL)						
Census Tract	People Living Below Poverty Level		Total Population			
975300	537		5,352			
975401	2,755		5,891			
975402	971		5,285			
975500	1,447		6,624			
975600	532		2,434			
	Share of Population		24%			
High Housing Expense						
Census Tract	Unaffordable Housing Units		Total Occupied Housing Units	Source		
975300	480		2,107	WTN Data		
975401	1,221		2,452			
975402	1,044		2,469			
975500	1,052		2,604			
975600	573		1,168			
	Weighted Average Share		40%			
	Total Ellensburg Households		8,792	(US EIA Form 861 Residential Customers)		
	Estimated Households		3,558			

Unemployed					
Census Tract	Unemployed Population	Employable Population			
975300	67	2,814	WTN Data		
975401	390	4,148			
975402	151	2,461			
975500	204	4,113			
975600	80	1,419			
	Total Unemployment Share	6%			
	Total Ellensburg Households	8,792	(US EIA Form 861 Residential Customers)		
	Estimated households with at least one member experiencing unemployment		524		
High Transportation Expense					
Census Tract	Total Households	% Income Spent by Moderate Income Families			
975300	2,107	39%	WTN Data		
975401	2,452	26%			
975402	2,469	26%			
975500	2,604	30%			
975600	1,168	25%			
	State average transportation expense rate is 25%. All census tracts meet or exceed the state average.				
	Moderate income based on area AMI.				
	ACS Data to Estimate Moderate Income	71%			
	Total Ellensburg Households	8,792	(US EIA Form 861 Residential Customers)		
	Estimate of Homes Qualifying as Moderate Income		6,285		

Non-native English Speakers					
Census Tract	# Speaks English Less Than Very Well	Total Population			
975300	62	5,099	WTN Data		
975401	255	7,633			
975402	174	5,015			
975500	251	6,317			
975600	0	2,636			
Total	742	26,700			
	Total Share of Population	3%			
	Total Ellensburg Households	8,792	(US EIA Form 861 Residential Customers)		
	Estimate of Households	244			
Population with a Disability					
Census Tract	# of People with a Disability	Total Population			
975300	445	5,362	WTN Data		
975401	556	7,690			
975402	1,001	5,285			
975500	549	6,796			
975600	415	2,650			
Total	2,966	27,783			
	Total Share of Population	11%			
	Total Ellensburg Households	8,792	(US EIA Form 861 Residential Customers)		
	Estimate of Households	939			

Distribution of energy and non-energy costs and benefits (WAC 194-40-200(4))

Please report one or more indicators, developed through a public process, and used to identify the forecasted distribution of energy and non-energy costs and benefits for the utility's portfolio of specific actions, including impacts resulting from achievement of the specific targets established under WAC 194-40-200(3).

Indicators must be associated with one of the following categories: energy benefits, non-energy benefits, reduction of burdens, public health, environment, reduction in cost, energy security, or resiliency.

Category	Indicator	Details	Source	Date Last Updated
Energy and non-energy benefits	Distribution of program participation and incentive dollars	Track the distribution of	Utility program data	2023

Please report the forecasted distribution of energy and non-energy costs and benefits on identified highly impacted communities and vulnerable populations for the utility's portfolio of specific actions, including impacts resulting from achievement of the specific targets established under WAC 194-40-200(3). You must do a separate row for each action and for each population affected.

Identify the expected effect of specific actions on highly impacted communities and vulnerable populations and the general location, if applicable, timing, and estimated cost of each specific action. If applicable, identify whether any resource will be located in highly impacted communities or will be governed by, serve, or otherwise benefit highly impacted communities or vulnerable populations in part or in whole.

Utility Specific Action or (e.g. name of resource or program)	Population(s) Affected	Indicator	Detail (describe distribution of energy and non-energy benefits on named population)	Location of Resource (if applicable)
Continue EE Program	All vulnerable populations	Distribution of program participation and incentive dollars	While all of the City's customers benefit from the acquisition of energy efficiency as a low-cost resource, benefits such as bill savings, incentives, and home improvements often go only to those who can afford the cost of purchasing energy efficient equipment. The City's current and planned actions to reduce the risks faced by these populations will help them receive more of these benefits.	n/a
Evaluate smart thermostat DR program	All vulnerable populations	Distribution of program participation and incentive dollars	If a smart thermostat program is found to be cost effective and the City moves forward with implementing a program, it could enable broader participation in the City's programs, including the vulnerable populations, as smart thermostats require a lower level of investment than other programs and could be offered to participants at little to no cost when the combined benefits of EE and DR are considered.	n/a
Evaluate actions to remove language barriers and improve communication.	All vulnerable populations	Distribution of program participation and incentive dollars	This action will help improve participation in the City's programs that could benefit vulnerable populations, whether due to lack of awareness or language barriers.	n/a
Increase educational opportunities	All vulnerable populations	Distribution of program participation and incentive dollars	Depending on the educational opportunities pursued, this action will help improve participation in the City's programs that could benefit vulnerable populations.	n/a

Risk (WAC 194-40-200(4)(d))

Describe how the utility intends to reduce risks to highly impacted communities and vulnerable populations associated with the transition to clean energy.

The City used its interviews with community organizations to identify the risks faced by the identified vulnerable populations and the most helpful actions the City could take to reduce those risks.

The community organizations that participated in the interviews identified the following as key risks potentially faced by vulnerable populations:

- Rising housing costs
- Costs of energy
- Evictions due to utility costs or other costs
- Lack of awareness or language barriers preventing participation in programs
- Seniors entering into a potentially detrimental agreement due to lack of understanding

The primary way the City can address these risks is by keeping utility costs low. To that end, the City already has multiple programs that benefit vulnerable populations. These include:

- Discounts for low-income customers
- No-cost weatherization for eligible customers
- Higher incentives for some energy efficiency measures
- Free LED lights provided by HopeSource, the local CAP agency

In addition to these actions, the City will be providing additional funding to reduce energy burdens based on the Clean Energy Transformation Act's requirements.

The City also plans to explore different ways for customers to pay their bills, including a potential pilot for pre-pay when the City's rollout of advanced metering infrastructure is completed near the end of 2024.

The City also intends to add information in multiple languages on its website, expanding what is already available.

Integrated resource plan compliance (WAC 194-40-200(6))

This CEIP is consistent with the most recent integrated resource plan or resource plan, as applicable, prepared by the utility under RCW 19.280.030. **Select yes or no.**

Yes

Clean energy action plan compliance (WAC 194-40-200(7))

The CEIP is consistent with the utility's clean energy action plan developed under RCW 19.280.030(1) or other ten-year plan developed under RCW 19.280.030(5). **Select yes or no.**

Yes

Long-term plans (WAC 194-40-200(4)(c)(iii))

Describe how the specific actions in the CEIP are consistent with, and informed by, the utility's longer-term strategies based on the analysis in RCW 19.280.030 (1)(k) and clean energy action plan in RCW 19.280.030 (1)(l) from its most recent integrated resource plan, if applicable:

As a load following customer of BPA, the City of Ellensburg prepares a resource plan every two years, with the most recent one being completed in 2020.

Based on this plan, the City expects to meet future loads with a combination of energy efficiency and purchases from BPA.

This CEIP is consistent with these strategies, while updating projections of future loads and acquisitions of cost-effective energy efficiency.

Use of alternative compliance options (WAC 194-40-200(5))

Identify any planned use during the period of alternative compliance options, as provided for in RCW 19.405.040(1)(b):

Alternative compliance payments:	0	Dollars
Unbundled renewable energy credits:	0	Credits
Credits from energy transformation projects:	0	MWh
Electricity from the Spokane municipal solid waste to energy facility:	0	MWh

Resource adequacy standard (WAC 194-40-200(8))

Identify the resource adequacy standard and measurement metrics adopted by the utility under WAC 194-40-210 and used in establishing the targets in the CEIP.

Resource adequacy standard

BPA assures its power supply is available to meet its firm power supply obligation on a long term planning, forecast, basis. As directed by the Pacific Northwest Electric Power Planning and Conservation Act, a fundamental statutory purpose for BPA is to assure it has an adequate supply of power, which BPA meets through its power planning function as guided by the Northwest Power and Conservation Council Power Plan.

BPA's firm power supply obligation under the Northwest power Act means BPA supplies all the power a customer needs to serve its retail consumer demands on a continuous basis except for reasons of force majeure. BPA's currently effective Regional Dialogue Load Following Contracts obligates BPA to supply all the electricity required to meet the second-to-second variation in the City's load.

Methods of measurement	BPA uses its Resource Program, which includes a Needs Assessment that examines on a 10-year forecast basis the uncertainty in customer loads, expected water conditions affecting federal hydro production including Biological Opinion requirements, resource availability, natural gas prices, and electricity market prices to develop a least-cost portfolio of resources that meet BPA's obligations. The goal of the Needs Assessment, which is one of the early steps in the Resource Program, is to measure BPA's existing system, in relative isolation, against BPA's obligations to supply power to show whether any long-term energy and/or capacity shortfalls may occur over the 10-year study horizon. The Needs Assessment forecasts BPA's needs for long-term energy and capacity based on resource capabilities and projected obligations to serve power. The Needs Assessment informs later steps of the Resource Program, where resource optimization techniques are used to evaluate and select potential solutions for meeting BPA's long-term needs based on cost and risk. The Needs Assessment uses the following four metrics to assess BPA's long-term energy and capacity needs: • Annual Energy: Evaluates the annual energy surplus/deficit under 1937 critical water conditions, using forecasted load obligations and expected Columbia Generating Station output. • P10 Heavy Load Hour: Evaluates the 10th percentile (P10) surplus/deficit over heavy load hours by month given variability in hydropower generation, load obligations, and Columbia Generating Station output amounts. • P10 Superpeak: Evaluates the P10 surplus/deficit over the six peak load hours per weekday by month, given variability in hydropower generation, load obligations, and Columbia Generating Station output. • 18-Hour Capacity: Evaluates the surplus/deficit over the six peak load hours per day during three-day extreme weather events and assuming median water conditions. Winter and summer extreme weather events, such as cold snaps or heat waves, are analyzed, both of which assume maximum delivery of the Canadian Entitlement outside of the region, zero wind generation, and limited energy market purchases. Winter events assume reduced streamflows due to impacts from ice forming in reservoirs. Summer events assume reduced Columbia Generating Station output due to adverse weather conditions, as the plant must power down during high temperatures for safety reasons.
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Annual cost threshold (WAC 194-40-200(9))

The City of Ellensburg does not intend to use the 2% incremental cost approach during this interim compliance period



Meeting Date: December 4, 2023
City of Ellensburg
City Council Agenda Report

Agenda Subject: Collective Bargaining Agreement between the City of Ellensburg and Teamsters 760 representing Crews in Public Works & Utilities and Parks & Recreation

Submitted by: Lisa Young, HR Director

Department: Human Resources

Suggested Motion/Action:

Move for approval of the Mayor and City Manager to sign the Collective Bargaining Agreement and approve the necessary budget adjustments.

Background/Summary:

The Collective Bargaining Agreement (CBA) with Teamsters 760 will expire on December 31, 2023. Union and Management representatives have negotiated a successor Agreement, which has been voted on and approved by the Teamsters Union. The new CBA, once approved by Council, will be effective 01/01/2024 – 12/31/2026.

Previous Council Action:

Council has provided ongoing support of Management's efforts to attract quality candidates and keep current employees engaged, through competitive compensation and benefits.

Analysis:

Negotiations began in September with the Union submitting its first proposal on September 12, 2023. The parties met again on October 6 and reached a tentative agreement pending a few language clarifications.

Labor and Management have exchanged language proposals and counter-proposals to tie up the last details, resulting in a final tentative agreement which was voted on by the membership on November 29, and approved. The agreement is summarized as follows.

Wages include a market adjustment of 5%, with a 2024 Cost of Living Adjustment (COLA) of 4.0%. This will be followed by a 4.0% COLA for 2025, and a 3% COLA for 2026.

For comparison purposes, in 2021 the COLA was 4.0%, with the Wastewater and Gas Divisions also receiving a market-based adjustment of 4.0% and 1.1% respectively. In 2022 the COLA was 2.5% for all Divisions except Gas which received 3.0%, and in 2023 the COLA was 2.5% for all Divisions.

There is now a \$100 per month per employee City contribution to be allocated to a Health Reimbursement Arrangement (HRA) or split between an HRA and a 457 Deferred Compensation match. The allocation will be voted on by Division each year.

Several of the premium pay amounts that have historically been flat-dollar payments have been converted to percentage-based payments. This includes Concrete Finishing, Weekend shifts, Leadperson, and 5 PM to 6 AM work. The new percentages were calculated to closely match the flat-dollar amount. There was also a small increase in the tool replacement amount (for mechanics) and the Footgear allowance.

The new CBA also includes a trial work schedule of 7:00 AM to 3:30 PM for 2024 for those positions whose hours would usually be adjusted seasonally. This will be reassessed at the end of 2024 to determine whether it will continue for 2025 and 2026.

There is a new provision for Off-Duty Dispatch or Consulting. This will provide thirty (30) minutes of compensation for an employee who receives a call after-hours while not on duty, and either dispatches another employee or provides consultation to another employee. This will continue through December 31, 2026 and be subject to review during future negotiations.

Compensatory time (comp time, which is earned in lieu of overtime wages) may be cashed out each year, with notice to Finance no later than November 1 of each year. Comp time may not be replenished, and if cash-out is requested, no additional comp time may be earned after December 1.

Employees who work standby on the listed holidays will receive four (4) hours of compensation, increased from two (2) hours currently.

The parties also completed a thorough review and update of language and formatting throughout the CBA, including the creation of Appendix "D" for the Water Division.

There were several requests by the Union that were withdrawn during the course of negotiations, including but not limited to: a varied 2024 market-based wage increase with higher COLA adjustments for 2025 and 2026, higher premium pay percentages and new premium pay, increased cost-share for the employer's portion of healthcare costs, adding Veterans Day holiday, increased standby pay, increased vacation accrual limit, sick-leave cash-out, return of bank days, and Paid Family & Medical Leave supplemental pay.

Financial Impact:

The primary areas of financial impact include the annual wage increases, particularly for 2024, the addition of the HRA/Deferred Compensation contribution, and the adjustments for moving from flat-rate premium pay to percentage-based pay.

The estimated cost of implementation over current expense for the three (3) year contract is \$368,754 (wages, and benefits), requiring a budget adjustment for 2024. Budgets for 2025 and 2026 will be adopted in 2024 during the biennial budget process.

Budget Adjustment: Yes

Attachments:

1. Teamsters 760 - Crews - 2024-2026 Collective Bargaining Agreement - 12.04.2023

COLLECTIVE BARGAINING AGREEMENT

By and Between

TEAMSTERS LOCAL UNION NO. 760

*Representing the Water, Wastewater Treatment Facility, Street, Shop/Warehouse, Parks,
and Gas Divisions of the City of Ellensburg*

And the

CITY OF ELLENSBURG



January 1, 2024 to December 31, 2026

JANUARY 1, 2024 to DECEMBER 31, 2026

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COLLECTIVE BARGAINING AGREEMENT
By and Between
CITY OF ELLENSBURG, WASHINGTON
and
GENERAL TEAMSTERS LOCAL NO. 760

JANUARY 1, 2024 through DECEMBER 31, 2026

ARTICLE 1 - PURPOSE OF AGREEMENT

1.1 This Agreement is made and entered into by and between the CITY OF ELLENSBURG, WASHINGTON, a Municipal Corporation, hereinafter referred to as the “Employer,” and GENERAL TEAMSTERS LOCAL NO. 760, hereinafter referred to as the “Union,” for the purpose of fixing the wages, hours, and working conditions.

ARTICLE 2 - RECOGNITION

2.1 The Employer recognizes the Union as the sole and exclusive collective bargaining representative of all employees of the Water, Wastewater Treatment Facility, Street, Shop/Warehouse, Parks, and Gas Divisions, excluding all other City employees. All supervisors and office/clerical employees shall be excluded.

ARTICLE 3 - UNION SECURITY AND DUES CHECK-OFF

3.1 When the Employer hires a new employee recognized as a position covered in this collective bargaining agreement, the Employer shall, within seven (7) calendar days of the date of employment, notify the Union in writing giving the name, social security number, hire date, address and classification of the employee hired.

3.2 Dues Processing. The Union will notify the Employer of its initiation fees and dues. When provided a “voluntary check-off” authorization in the form furnished by the Union and signed by an employee, the Employer agrees to deduct from the employee’s pay, the Union’s applicable dues as prescribed in the “voluntary check-off” form. The full amount deducted by the Employer shall be promptly forwarded to the Union by check along with an alphabetized list showing names and amounts deducted from each employee.

3.3 Revocation. An employee may revoke his or her authorization for payroll deduction of payments to the Union by written notice to the Employer. Every effort will be made to end the deduction effective on the first payroll, but not later than the second payroll, after the Employer’s receipt of the employee’s written notice of revocation.

3.4 Indemnification and Hold Harmless. The Union agrees to indemnify and save the Employer harmless against any liability which may arise by reason of any action taken by the

Employer to comply with the provisions of this Article. The Employer will promptly notify the Union in writing of any claim, demand, suit, or other form of liability asserted against it relating to its implementation of this Article.

ARTICLE 4 - RIGHTS OF PARTIES

4.1 Management Rights. The management of the operation and the direction of the working forces, including the right to hire, suspend or discharge for just cause, to assign to jobs, to transfer within the bargaining unit, to increase and decrease the working force, to determine services to be provided, the schedules and the methods of providing these services are vested exclusively in the Employer, provided this will not be used for the purpose of discrimination against any employee or to avoid any of the provisions of this Agreement.

4.2 Union Rights. The Union does not waive any right the Union has under applicable State Laws including, but not limited to, the right to require the Employer to bargain collectively concerning any subject matter held by State Laws to be mandatory which is not otherwise covered by this Agreement.

ARTICLE 5 - DEFINITIONS OF EMPLOYEES

5.1 Temporary Student Laborer. A Temporary Student Laborer shall work under the provisions of this Agreement and shall be paid not less than seventy percent (70%) of the regular hourly rate for the Park Maintenance Tech position in Appendix A, for the actual hours worked only, except the employee shall not be entitled to receive any fringe benefits except as may be specifically provided in Article 8, and may be discharged without further recourse. Temporary Student Laborers may be employed between April 1 and October 30, of any calendar year, provided that they do not number more than one (1) temporary for each two (2) regular employees of the bargaining unit within any calendar year. No one (1) Temporary Student Laborer may be employed longer than five (5) months during the period between April 1 and October 30, and during such period may not be required to join the union.

5.2 Temporary Laborer (non-student). A Temporary Laborer (non-student) shall work under the provisions of this Agreement and shall be paid not less than seventy-five percent (75%) of the regular hourly rate for the applicable classification, for the actual hours worked only, except the employee shall not be entitled to receive any fringe benefits except as may be specifically provided in Article 8, and may be discharged without further recourse.

5.2.1 Temporary Laborers shall not be used to indefinitely fill positions held by regular full-time employees. Additionally, for the period May through September of each year, Temporary Laborers may be used in the Parks Division to perform work on Saturdays and Sundays, and the overtime pay provisions will apply in cases of time worked over eight (8) hours per day and forty (40) hours per week.

5.3 Regular Part-Time Employee. A Regular Part-time employee is one who has been appointed by the appointing authority, has served the probationary period, who may work less than eight (8) hours per day, but more than twenty (20) hours per week, will be paid not less than the wage rate for the type of work performed. A regular part-time employee is entitled to accrue all benefits and conditions as set forth in this Agreement, on a pro-rata basis.

5.4 Regular Full-Time Employee. A Regular Full-time employee is one who has been appointed by the appointing authority, has served the probationary period, is employed on a regular basis, and is paid per the attached salary schedule for the type of work performed. A regular full-time employee is entitled to accrue the full benefits and conditions of this Agreement.

5.5 Trial Period Employee. A trial period employee shall be defined as any newly hired person who has not completed six (6) calendar months of service with the Employer since the employee's first (1st) day of employment within the bargaining unit. The trial period shall not include time spent by the employee attending commercial driving license training, and may be extended by mutual consent of the Employer and Union to a maximum of an additional six (6) months following written notification being made to the involved employee and Union, during which time seniority will not apply. Trial period employees shall work under the provisions of this Agreement, but shall be only on a trial basis, during which period they may be discharged without further recourse.

5.6 Whenever the term "regular" or "trial" is used in this Agreement, the term is intended to mean only full-time and part-time employees as defined in Sections 5.3, 5.4, and 5.5 above. These Articles exclude temporary student laborers and temporary laborers (non-student).

5.7 Foreperson. A regular employee who is performing bargaining unit work and is engaged in, but not limited to, supervision of other bargaining unit employees. A Foreperson will be under the direct authority of the Director (Public Works & Utilities or Parks) for that particular division, or their designee.

5.7.1 The Union and Forepersons represented herein recognize that inclusion of the Forepersons in the same Teamsters Local as the non-supervisory employees they supervise shall not inhibit, restrain or in any way adversely affect the performance of the duties of the Forepersons including, but not limited to, the duty of working cooperatively with management, the duty of recommending the discipline of other members of the same union, and the duty of not disclosing confidential information which is received from management.

ARTICLE 6 - SENIORITY

6.1 No employee shall acquire seniority until the employee has become a regular employee. A regular employee is one who has completed six (6) calendar months of service with the Employer since the employee's first (1st) day of employment within the bargaining unit. A list of

employees arranged in order of seniority with the Employer and departmental seniority shall be given to the Union upon request. Should more than one (1) employee have the same hire date, seniority shall be established by date of application. Temporary Laborers or Temporary Student Laborers shall not accrue seniority.

6.1.1 Seniority with the Employer shall be as follows:

- 1) "Employer Seniority," which shall be based on the total accumulated service with the Employer under this Agreement, and
- 2) "Division Seniority," which shall be based on the total accumulated service within each individual division of the Public Works Department, which shall be as follows: Streets, Water, Wastewater Treatment Facility, Shop/Warehouse, Gas, and Parks.

6.2 The seniority of an employee shall be considered broken, all rights forfeited, and there is no obligation under this Agreement to rehire when the employee:

- voluntarily leaves the service of the Employer
- is discharged for just cause
- is laid off for a period in excess of twelve (12) consecutive calendar months.
- does not receive fringe benefit compensation for a period in excess of twelve (12) consecutive calendar months following an illness or injury
- accepts a position with the employer outside the bargaining unit for a period in excess of sixty (60) calendar days, or longer by mutual agreement between the parties
- fails to make arrangements to return to work upon recall from an indefinite lay-off within fourteen (14) calendar days after receipt of written notice from the Employer at the employee's last known address appearing on the Employer's records

6.3 There shall be no deduction from continuous service for any time lost which does not constitute a break in service as set forth herein.

6.4 Subject to the limitation that the employee is qualified to perform the work: When laying off the personnel because of lack of work the last employee hired shall be the first (1st) laid off and in returning the employees to work the last employee laid off shall be the first (1st) rehired.

6.4.1 In the event of a divisional reduction of force, an affected employee(s) with Employer Seniority shall have the right to displace junior employee(s) in the bargaining unit, provided they can perform the job or possess the basic skills to learn the job within a reasonable period of time. If an employee does not possess the basic skills to perform the job of such junior employee, then the employee has the right to displace the next junior employee whose job the employee can perform.

6.5 In the event of a layoff, the Employer agrees to give the employees a minimum of ten (10) working days' notice and each employee shall give the Employer at least ten (10) working days' notice prior to voluntarily leaving the service of the Employer. This shall not apply to dismissals carried out under Article 16.

6.5.1 Should either party fail to give the ten (10) working days' notice, that party may be subject to the penalty of wages at the contract rate for each day not so notified to the maximum of ten (10) working days.

ARTICLE 7 - PROMOTION - POSTING - TRIAL PERIOD - DEMOTION

7.1 The term "promotion" shall mean the advancement of an employee to a higher paying assignment of work or to a position the employee considers to be in the employee's interest regardless of the wage rate.

7.1.1 An employee promoted to a higher paying job classification listed in Appendix A, B, or D shall receive on the effective date of the promotion either ninety percent (90%) of the hourly wage rate listed for that classification or a five percent (5%) wage increase not to exceed the listed hourly wage rate, whichever is greater. After successful completion of the trial period set forth in Section 7.5, the promoted employee shall receive one hundred percent (100%) of the hourly wage rate for the higher paying classification.

7.1.2 An employee promoted to a lower paying classification listed in Appendix A, B, or D shall receive the hourly rate listed for that classification on the effective date of such promotion.

7.2 Notices of opening(s) in positions covered by this Agreement, shall be posted at appropriate Employer locations and a copy sent to the Union. The notices will contain a description of the job, the qualifications, wage rates, and hours of work. The Employer will not have to post notice of openings in positions covered by this Agreement in cases where no bargaining unit members have applied, the successful outside applicants do not clear probation, and the position has been closed for less than ninety (90) days.

7.3 Application forms for the open position(s) will be available to bargaining unit employees at the Employer's Human Resources office and the opening(s) will remain posted for a period of not less than five (5) working days. Employees wishing to apply for the initial testing must do so within such period. In cases where successful bargaining unit bidders do not clear the trial period or they elect to return to their former position, the opening notice for the vacated position will remain posted for a period of not less than five (5) working days. It is recommended that those employees who may not be at work during the posting period notify the Employer of their anticipated location during the posting period prior to leaving so they can be informed of the opening.

7.4 The applicant who is most qualified for the position advertised by virtue of training, experience, performance, and ability shall fill the open position. When qualifications are substantially equal between applicants, the employee with the highest Employer Seniority standing will fill the position. The Employer may make a temporary appointment during the posting period.

7.4.1 Applicants for an open Gas Journeyperson position must meet the Journeyperson qualifications.

7.5 Trial Period. Newly promoted employees shall have a six (6) month trial period which may be extended by mutual consent to a maximum of an additional sixty (60) calendar days following written notification being made to the involved employee and the Union. If an employee fails to qualify, the employee shall be reinstated in the position held prior to promotion or in one with similar job duties and pay.

7.6 Demotion. The term “demotion” shall mean the reassignment of an employee (not requested by the employee) from the employee’s present position to a lower paying position. A written statement setting forth the reasons for such action shall be given to the employee at least fifteen (15) calendar days prior to the effective date of the action. The employee shall have the right to appeal the “demotion” under Article 16 of this Agreement. This section shall not apply to employees in trial status.

7.7 In the case of elimination of a supervisory position within the bargaining unit, the supervisor affected shall have the opportunity to return to a non-supervisory position and shall bump the least senior position in the division, provided the supervisor is qualified to perform the work available. In the event the supervisory position is re-established, the supervisor affected shall have the first opportunity to return to the supervisory position, provided the employee is qualified to perform the work. In the event the Employer determines the supervisor is not qualified to return to do non-supervisory bargaining unit assignments, or there is no option to re-assume the supervisory position if re-established, the Employer must show sufficient cause for not retaining or re-promoting the employee. If the Employer determines that the supervisor is the least senior employee in the division, the supervisor shall be separated from service.

ARTICLE 8 - DEFINED LEAVES

8.1 SICK LEAVE

8.1.1 All eligible employees shall accumulate sick leave at the rate of eight (8) hours per month from the employee’s first (1st) day of employment. Unused sick leave may accrue without limit.

8.1.2 Regular part-time employees shall accrue sick leave on a pro-rata basis based upon the employee’s FTE (full time equivalent) hours. Temporary and student laborers

shall be entitled to accrue sick leave on a pro-rata basis of one (1) hour of paid sick leave for every forty (40) hours worked as an employee.

8.1.3 Sick leave may be utilized for any reason authorized in the Washington Paid Sick Leave (WPSL) law, including the following reasons:

- 1) To care for themselves or a family member with a mental or physical illness, injury, or health condition, or to receive preventive medical care for themselves or a family member; or
- 2) When an employee's place of business, or the employee's child's school or place of care has been closed by order of a public official for any health-related reason (excludes weather); or
- 3) When an employee qualifies for leave under Chapter 49.76 RCW – the Domestic Violence Leave Act; or
- 4) Sick leave may also be used for Bereavement (not a provision of the WPSL law - see Bereavement Leave).

8.1.4 A deduction of one (1) working day of sick leave shall be made for each qualified full day's absence. Should an eligible employee use less than one (1) full working day of sick leave, such sick leave will be deducted for the actual time away from the job on a half (1/2) hour-for-half (1/2) hour basis.

8.1.5 For employees working a four-ten (4-10) schedule, a qualified full day of sick leave is equal to ten (10) hours pay at the straight time rate.

8.1.6 Notification. Notification of sick leave absence shall be given to the employee's immediate supervisor on the first (1st) day of absence, no later than within one (1) hour prior to the assigned shift. The employee shall update the supervisor each subsequent day(s) of absence. If the absence qualifies under the WPSL law, failure to provide timely notification may result in disciplinary action.

8.1.7 Whenever an employee is utilizing vacation, bank day(s), employee choice day(s), or compensatory time off, and becomes sick or disabled, the employee may charge such absence to the employee's accumulated sick leave bank by providing timely notice to the Employer pursuant to Section 8.1.6. The scheduled time off shall be deferred to a later time.

8.1.8 When an employee is absent for a period in excess of three (3) consecutive workdays, the employee shall obtain and submit a doctor's statement verifying the need for leave to the Human Resources Department. The employee must provide the verification within ten (10) days of the initial absence.

8.1.8.1 If the Employer determines that a Fit-for-Duty (FFD) exam is needed, or the employee is utilizing leave for a condition that may be eligible for protection under the federal Family Medical Leave Act (FMLA) or the Americans with Disabilities Act (ADA), and the Employer disagrees with the information provided by the employee's physician, the Employer may require an employee to be examined by a physician of the City's choice. The reason for an examination request must be provided in writing by the Employer prior to said examination. The examination and employee's time spent beyond regular work hours complying with said request will be paid for by the Employer.

8.1.8.2 If a dispute about the employee's ability to return to work exists after the employee has been examined by both the employee's physician and Employer-chosen physician, a neutral third (3rd) doctor will be chosen by mutual agreement between the Employer and the Union. The expense for the third (3rd) doctor shall be equally divided between the Employer and Union. If the third (3rd) doctor agrees the employee should have been returned to work on the date the employee's doctor provided the release, the employee shall be reimbursed full back wages and benefits from the point the employee's doctor released the employee for work. The employee's medical records will only be made available to the Employer's physician or the mutually agreed upon neutral third (3rd) physician unless specifically approved for release, by the employee, to other individual(s).

8.2 BEREAVEMENT LEAVE. In the event of death or illness in an employee's immediate family, the employee may be absent from duty for a total of five (5) days in one (1) calendar year. Such absence may be charged against the employee's sick leave accrual or any other leave accrual the employee has available.

8.2.1 Notification. Notification of absence due to bereavement shall be given as soon as possible, but no later than one (1) hour before the employee's scheduled shift.

8.2.2 Any absence beyond the initial five (5) day limit shall require prior approval of the immediate supervisor. If approved, this leave may also be charged to the employee's sick leave accrual, or any other leave accrual the employee has available.

8.2.3 Any unauthorized use of sick leave as outlined in this section, except as provided under the WPSL law, is not eligible for charge to the sick leave accruals and may result in disciplinary action.

8.2.4 Immediate family shall include spouse or registered Washington State domestic partner, parent, child (regardless of age), sibling, grandparent, and other relatives residing in the employee's household. An individual is considered a relative whether related by blood, marriage, adoption, or legal guardianship (including in loco parentis or de facto).

8.3 LEAVE LAWS. The Employer and the Union recognize the applicability to this Agreement of all federal and state laws related to protected leave for employees to care for themselves and/or their families. This includes but is not limited to: Industrial Insurance, the Washington Paid Family & Medical Leave Act, the Federal Family and Medical Leave Act of 1993, the Americans with Disabilities Act, Washington Law Against Discrimination, Military Leave requirements, etc. The Employer will comply fully with these Acts, and an employee may take leave as is provided by them and/or by this Agreement.

8.4 WORKERS' COMPENSATION. Any employee covered by this Agreement who sustains a job-related injury or illness while performing their regular job and is unable to return to work for more than three (3) days, may be granted leave under the Family Medical Leave Act (FMLA). While the employee is absent from work the employee will be paid available accrued leave. If the job-related injury/illness requires the employee to be absent from work for more than three (3) consecutive days, State Industrial Insurance (Worker's Compensation) will begin to pay time loss compensation. This compensation varies according to a set formula based on marital status and number of dependents.

An employee may use sick leave or paid vacation and receive worker's compensation at the same time. If the employee chooses, they may use the time loss payment from worker's compensation to voluntarily "buy back" the sick leave or paid vacation previously deducted from their accruals. Compensatory time cannot be bought back. Since worker's compensation only pays a percentage of full wages, an employee can only "buy back" a percentage of the leave their buy back sum represents. Generally, the employee will not suffer an income loss while receiving worker's compensation benefits so long as the employee has a paid leave balance available to supplement the difference between state benefits and compensation for normal working hours.

When an employee wishes to "buy back" utilized sick leave or paid vacation to cover a work-related injury or illness, they must turn the check over to payroll within two (2) weeks of the check date. Requests to "buy back" leave that was used more than two (2) months prior to the check date will not be honored. Based upon the employee's hourly rate and the amount of worker's compensation time loss received, payroll will determine the amount of leave to be bought back. Payroll will notify an employee when all available sick leave and/or vacation leave has been used. Once sick leave or other forms of accrued leave are exhausted, an employee who remains on workers compensation will keep worker's compensation time loss payments until they are able to return to work or the employee's condition can no longer be accommodated through medical leave or light duty options.

Note: Should the Department of Labor and Industries move to electronic payment of time loss funds, the voluntary "buy back" program will be re-evaluated.

Should it be determined by the Washington State Department of Labor and Industries that an employee has become permanently disabled as a result of their work-related injury or illness and the time-loss payments are terminated, the Employer shall continue to pay such disabled

employee their remaining accrued paid leave at a rate of one-half (1/2) day for each working day absent until paid leave has been exhausted. There shall be no additional accrual of paid leave during the time the Employer is making these payments to the permanently disabled employee. A regular part-time employee's benefits under this section are paid on a pro-rated basis.

8.5 Leave of Absence. The Employer may grant a regular employee a leave of absence without pay from the bargaining unit for a period of up to six (6) months. This period may be extended by mutual agreement between the Union and the Employer. Such leave of absence shall be in writing with a copy to the Union. Employees granted a leave of absence in accordance with this provision shall not suffer a break in seniority during such leave of absence or any extension thereof. In an emergency condition, the Employer may request that an employee voluntarily interrupt a leave of absence.

8.6 Any employee found to have abused the provisions of a defined leave privilege by falsification or willful misrepresentation may be subject to disciplinary action.

8.7 UEBT Time Loss IV. Any monies received, by an employee, from the Time Loss IV feature of the UEBT medical plan as contained in Section 18.1.1 are only intended to assist in attainment of one hundred percent (100%) of an employee's regular salary, which is forty (40) hours times their regular hourly rate. Any time loss amount received by the employee over the employee's regular salary will be reimbursed to the Employer and said amount will be converted to an equivalent amount of sick leave hours and will be added back to the employee's sick leave bank for future use.

ARTICLE 9 - WITNESS OR JURY DUTY

9.1 When a regular or trial period employee covered by this Agreement is called for jury service in any municipal, county, state or federal court, said employee shall advise the Employer upon the receipt of such call, and if taken from work for such service, shall be reimbursed for any loss of wages while actually performing such service; provided the employee conveys to the Employer the employee's properly endorsed check and permits the Employer to verify the amount of remuneration received for such service. The employee shall retain payment for mileage and out-of-pocket expenses.

9.2 Any regular or trial period employee called for Jury Duty shall report to the City at their regularly scheduled shift starting time. Employees reporting for Jury Duty will be given a reasonable amount of time for cleanup and travel to the courthouse where jury duty is to be served. Any employee reporting for Jury Duty, if excused for the balance of that day, shall report as soon as possible to the employee's Foreperson for the purpose of working the balance of the employee's shift. Employees selected for Jury Duty shall not be eligible for overtime compensation when Jury Duty obligations extend beyond the employee's scheduled workday.

9.3 When subpoenaed in any matter during or arising out of the employee's employment, any employee's time so used shall be at the employee's regular rate of pay, including overtime if the obligation extends beyond the employee's scheduled workday.

ARTICLE 10 - WORK DAYS-WORK WEEKS-OVERTIME-GUARANTEES-PREMIUM DAYS

10.1 Regular hours of work are defined in each Appendix. The normal workweek defined in each Appendix may be modified by mutual agreement of management and the affected employee(s). A modified workweek may include different starting times and/or work shifts (i.e., four (4) ten (10) hours days). The modified workweek, specific starting time, and days of work are subject to mutual agreement of the employee(s) and management. Management or the affected employee(s) may, for any reason or for no reason, choose to terminate the modified workweek upon five (5) working days' notice.

10.2 Overtime (except Wastewater – see Appendix B). All hours over eight (8) hours per day and forty (40) hours per week shall be paid for at double (2 times) the employee's regular hourly straight-time rate. Overtime shall be paid in increments of one-half (1/2) hour. If an employee is required to work through their lunch period and is unable to take a lunch break within one (1) hour of the employee's regularly scheduled lunch period, the employee will receive overtime pay for the missed lunch period in addition to pay for hours actually worked that day. Employees scheduled to work on a Saturday or Sunday shall receive five percent (5%) above their regular hourly rate when not working on an overtime or callout basis.

10.2.1 Overtime assignments shall be filled as follows:

10.2.1.1 Crews working on project work requiring overtime will be given the opportunity to volunteer to hold over and continue working at the end of their scheduled shift.

10.2.1.2 Scheduled overtime shall be bid by seniority from the most senior employee to the least senior employee within the division. The Employer reserves the right to limit overtime bidding for jobs requiring specific technical experience to those employees with the technical experience (employees with the most seniority get to bid for the overtime first).

10.2.1.3 Unscheduled overtime shall be offered by division seniority to those employees with the technical experience required for the work to be completed.

10.2.1.4 When it becomes necessary to fill overtime assignments with personnel outside of the affected division, said work will be offered by seniority with the Employer, provided the employee is deemed by the Employer to be qualified and available and to perform the work.

10.2.2 Compensatory Time, at the request of the employee and with the agreement of the Employer, can be earned in lieu of paid overtime on the basis of two (2) hours off for each hour of overtime worked, subject to the provisions of the Fair Labor Standards Act (FLSA).

10.2.2.1 An employee may only earn eighty (80) hours of compensatory hours per calendar year. Once hours are earned and used, they may not be replenished.

10.2.2.2 Comp time hours may be carried into the next calendar year; however, the employee may not earn new comp time hours until their bank drops below eighty (80) hours.

10.2.2.3 Alternately, an employee may choose to have any hours remaining in their comp bank as of December 31 cashed out with the January 7 paycheck of the following year. They must provide notice to Finance by November 1 of each year they wish to request the cash-out option, and no additional comp time hours may be earned after December 1 of that year.

10.2.2.4 When taken, compensatory time will be paid at the employee's regular hourly rate. If the employee selects the cash-out option, it will be paid at the employee's rate of pay on 12/31 of the year earned.

10.3 Training. It is in the Union's and City's interest that employees be trained to perform a variety of activities; the City, giving recognition to cost and time limitations, will attempt to broaden its training opportunities.

10.4 Guarantees.

10.4.1 Days off shall be consecutive and shall include a Saturday or a Sunday unless provisions are made for rotating other days off. No overtime shall be paid for regularly scheduled Saturday or Sunday work. The normal eight (8) hour workday may be rescheduled for the purposes of snowplowing, street sweeping, street striping, monitoring and responding to flooding issues, and chemical spraying. When the normal eight (8) hour workday is rescheduled for the purpose of snowplowing or monitoring and responding to flooding issues, as the need arises, the employee shall be paid for two (2) hours of overtime pay and six (6) hours of straight-time pay for the initial eight (8) hours of work and shall be paid overtime for any hours in addition to the eight (8) hour rescheduled workday.

10.4.2 All regular employees reporting for work shall be guaranteed, depending on their scheduled workday, eight (8) or ten (10) hours work or pay unless a short shift is worked at the employee's request. Employees will not be required to continuously operate heavy equipment for more than twelve (12) hours without either a change in assignment or relief of duty.

10.4.3 Work Time and Rest Periods. The employee's working time shall be computed as beginning with the time the employee reports for work to the City Yard or the Wastewater Treatment Plant as assigned, and ending with the time the employee is released from duty. Employees shall be allowed two (2) paid rest periods of fifteen (15) minutes each, one mid-morning and one mid-afternoon at the job site, the City Shop, or at the Wastewater Treatment Facility. Both rest periods may be combined into one (1)

paid thirty (30) minute period by mutual consent with the Employer. If a thirty (30) minute paid break is taken, it shall be taken at the City Shop or Wastewater Treatment Facility, whichever is appropriate, and not exceed thirty (30) minutes in that location. Travel time will be excluded from the above thirty (30) minute break, but it is expected travel time will not normally exceed ten (10) minutes each way.

ARTICLE 11 - PREMIUM TIME - STANDBY TIME

11.1 Concrete finishing premium. When an employee performs the duty of a concrete finisher, i.e., finishing, edging, or floating concrete, but not including form work, pouring, grading, or screeding, in excess of two (2) hours in any one workday, then the employee shall be paid an additional one and three-quarters percent (1.75%) above their base wage for each hour worked. This shall be inclusive of overtime work.

11.2 Other premium time. A premium of one and three-quarters percent (1.75%) above their base wage hour shall be paid to all employees for hours worked between 5:00 PM and 6:00 AM of any working day and when not working on an overtime basis. This section shall not apply to an employee working on a schedule of four (4) ten (10) hour days unless the employee is working a night or swing shift schedule.

11.3 Callback. Employees called back to work after completion of a workday or work week shall receive a minimum of two (2) hours work at two (2) times the employee's regular rate.

11.4 Standby time.

11.4.1 All divisions except Wastewater. Between 8:00 AM Tuesday through 8:00 AM of the following Tuesday, when a qualified employee is required to be immediately available for performance of emergency work outside of their regularly scheduled work hours.

11.4.2 Wastewater division. Between 8 AM Wednesday through 8 AM the following Wednesday, when a qualified employee is required to be immediately available for performance of emergency work outside of their regularly scheduled work hours.

11.4.3 Standby time shall be equally rotated among all probationary and regular full-time qualified employees. For the purpose of this section, persons on light duty status due to a medical condition shall not be placed back in the standby rotation until the employee's attending physician approves return to full duty status.

11.4.4 All employees assigned to standby duty shall be guaranteed a minimum pay equal to ten (10) hours pay at their classified rate for each week of standby assignment. All employees will have the option of taking the standby time as pay or placing it into a comp time bank subject to the restrictions on accrual of comp time in section 10.2.2. Said employees will receive an additional four (4) hours' pay for each of the nine (9) holidays they are assigned to standby. This shall be in addition to their regular pay. If

an employee is unable to complete standby for a full seven (7) day period, the employee shall receive a minimum of one (1) hour pay at the regular hourly rate for each weekday on standby duty and two and one-half (2 ½) hours pay at the same rate for each Saturday, Sunday, or holiday on standby duty.

11.4.4.1 Holidays. When a paid holiday falls on the standby rotation day, and the employees do not transfer the standby phone at the end of the day preceding the holiday, the employee starting standby on the holiday will receive the additional four (4) hours' pay; the employee ending standby does not receive the additional holiday pay.

11.4.5 When called out to perform work while on a standby basis, the standby employee shall be paid at the rate of double (2) the employee's classified rate for each hour worked, providing that a minimum of two (2) hours shall be paid for the initial call out. A separate call out shall be defined as a call out received after the two (2) hours provided for in the initial call out has elapsed and a second call out is received. All pay for work performed while on a tour of standby shall be in addition to the regular standby pay.

11.4.6 Replacement of an employee on standby duty because of incapacity shall be the next scheduled standby employee. The replacement shall be paid at the rate established in Section 11.4.4 and 11.4.5 above.

11.4.7 Incapacity to serve shall be reported immediately to the employee's Foreperson. Incapacity to serve shall be interpreted to mean excused from duty in accordance with the policy established for sick leave.

11.4.8 An employee scheduled to serve on standby on a specific date may be excused for compassionate reasons provided that at least twenty-four (24) hours' notice in advance of the scheduled standby is given to the employee's Foreperson, and a suitable replacement is obtained.

11.4.9 Standby time along with the rates of pay as they apply to employees on standby time shall remain in full force and effect during the term of this working agreement.

11.5 Off-Duty Dispatch or Consulting (*TRIAL*)

The Employer agrees to provide this compensation for the duration of this agreement and shall be monitoring utilization.

When an off-duty employee fields a work-related call to consult another employee or dispatch an appropriate party, the employee shall be compensated for thirty (30) minutes at the overtime rate of pay for each non-related occurrence. All work performed over thirty (30) minutes will be compensated at the applicable overtime rate.

ARTICLE 12 - HOLIDAYS

12.1 Eligible employees will be paid for the following recognized holidays and all other days recognized by the Employer, regardless upon which day in the week the holiday should fall:

Dated Holidays	
New Year's Day	Independence Day
M.L. King Day	Labor Day
Presidents' Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Juneteenth	Christmas Day
Five (5) Employee Choice Days	

12.1.1 Employee Choice Days are pro-rated based on the number of days employed in a calendar year.

Days Worked	1-73	74-146	147-219	220-292	293-365
EC Days	1	2	3	4	5

12.1.2 Employee Choice Days shall be scheduled off by mutual agreement between the Employer and the employee(s). Employee Choice Days shall not be carried over from year to year.

12.1.3 Employees may utilize their available Employee Choice Days during their probationary period with prior approval of their Foreperson.

12.2 A regular part-time employee shall receive pro-rata holiday pay based on the employee's FTE hours.

12.3 An employee who works on any of the dated holidays in 12.1 (New Year's Day, M.L. King Day, Presidents' Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day) shall receive double (2 times) the employee's hourly rate of pay for all hours worked with a minimum of two (2) hours guaranteed.

12.4 When a holiday falls on a Saturday, the Friday prior to shall be observed, and when a holiday falls on a Sunday, the Monday following shall be observed as the holiday.

12.5 Holidays which occur during vacation or sick leave shall not be charged against said leaves.

ARTICLE 13 - VACATIONS - BANK DAYS

13.1 All eligible employees shall accrue and be granted the following vacation benefits upon the completion of:

Years of Continuous Service (inclusive)	Rate of Accrual Per Month	Days Per Year
0 through 3 years	1	12
4 through 8 years	1+1/4	15
9 through 13 years	1+1/2	18
14 through 18 years	1+3/4	21
19 through 24 years	2	24
After 24 years	2+1/2	30

13.2 During an employee's probationary period, said employee will accrue vacation, but shall not be entitled to utilize said vacation until achieving regular employee status, unless approved by the Director.

13.3 Vacation may be accumulated up to a maximum of two hundred (240) work hours as of December 31st of any year. Additional accumulation of vacation as of December 31st of any year requires the written permission of the City Manager.

13.4 The vacation of each qualified employee shall be approved and scheduled by the division head consistent with the efficient operation of the Employer's operation, with due regard to the desire, seniority, and preference of the employee(s).

13.5 Bank Days. Each employee covered by this Agreement who was employed by the Employer as a member of the bargaining unit on or before December 31, 2009, shall be granted three (3) working days (8-hour days) annually with pay which the employee may use as vacation days or place in a bank to be used prior to, or at the time of retirement; because bank days may be used as a form of vacation benefit or be accrued until retirement, an employee eligible to receive bank days under this section shall be entitled to receive and accrue them for so long as the employee remains eligible to receive vacation benefits under the terms of this Agreement. Bank days shall be pro-rated for employees who have not worked a full calendar year. Employees hired after December 31, 2009, shall not be entitled to bank days.

ARTICLE 14 - CLASSIFICATIONS - WAGE RATES - OTHER PROVISIONS

14.1 See attached Appendix A - Street, Parks, and Shop/Warehouse Employees

14.2 See attached Appendix B - Wastewater Treatment Facility Employees

14.3 See attached Appendix C - Natural Gas Employees

14.4 See attached Appendix D – Water Employees

14.5 An employee shall not receive more than 95% of the established wage for a classification until such time as the employee has attained the required certification(s) required for the position. This provision shall only apply to employees hired after January 1, 2021.

ARTICLE 15 - PAY ARRANGEMENTS

15.1 Paydays. The City will pay employees at least twice monthly. If payday falls on Saturday or Sunday, the Friday preceding either of these days shall be the payday. If payday falls on a holiday, the preceding day shall become payday. For purposes of determining the pay period, the work week shall run from 12:01 AM Monday to midnight Sunday. Any errors in any employee's pay shall be corrected on the next paycheck, provided said error(s) is reported by the employee at least five (5) business days prior to issuance of the next paycheck. Said reporting deadline is designed to allow processing time and failure to meet it will not result in forfeiture of an employee's right to claim an adjustment at a later date. The City will provide the Union at least ninety (90) days' advance written notice of any change in pay dates. The pay arrangement defined herein shall have no effect on Article 10 of this Agreement nor shall it be construed to establish a defined work week for the purposes of the FLSA.

15.2 The Employer shall furnish each employee with an itemized statement of earnings and deductions, specifying the employee's wage rate, hours paid, and other compensation payable, as well as any and all deductions from the employee's gross wages for the pay period.

15.3 Upon termination of employment for any reason all regular employees shall receive all monies due, including:

- a) Accrued and unused holiday(s), vacation, and bank day compensation
- b) Overtime for which pay has been authorized
- c) Accrued and unpaid wages
- d) Any deduction necessary through the pro-ration of employee choice days on the basis of five-twelfths (5/12) times the number of months in the calendar year

In case of death of an employee, such compensation shall be made to the estate of the deceased.

15.4 HRA VEBA and Deferred Compensation.

15.4.1 The City will maintain a Health Reimbursement Arrangement through the Voluntary Employees' Beneficiary Association (HRA VEBA or VEBA) plan and recognize General Teamsters Local No. 760 as a collective bargaining group.

15.4.2 The City will maintain at least one Deferred Compensation Plan (DCP) for additional voluntary retirement savings.

15.4.3 Each Division covered by this Agreement will be considered a separate group ("Divisional VEBA Group") for the purposes of determining, on an annual basis, the contribution ratio between VEBA and DCP match, and to determine, whether or not vacation is placed into the employee's VEBA upon resignation or retirement, and if affirmed, at what percentage.

15.4.4 The City shall contribute on a monthly basis one-hundred dollars (\$100.00) per employee, to be directed to a VEBA plan and/or a DCP. The distribution must be voted on by division each December, and may be applied as follows:

- a) DCP Match. A division may vote to have up to \$50 per month of the City contribution apply to a DCP as a 50% match. This would require that the employee contribute twice that amount, up to \$100 per month. The employee may contribute more, but the City will not contribute more than \$50 per month.

Example: A division votes to have \$50 of the \$100 go to the DCP match, leaving \$50 of the City's contribution to go to VEBA. Each employee must then contribute \$100 per month to their DCP via payroll deduction (totaling \$150 per month to a DCP).

Please note: There is a minimum total contribution per month of \$30 per month required to participate in a DCP and the Employer contribution is considered taxable for FICA reporting purposes.

- b) VEBA Only. A division may vote to have the full \$100 per month of City contribution go to VEBA. Any employee may participate in a DCP on a voluntary basis through payroll deduction.

15.5 The Employer shall pay into the appropriate employee's retirement program, Industrial Insurance, and OASI, as required, and at the prescribed rate, by law.

ARTICLE 16 - DISCIPLINARY PROCEDURES

16.1 The Employer may discharge or suspend an employee for just cause but no employee shall be discharged or suspended unless a written warning notice shall previously have been given to such employee and copy to the Union of a complaint against the employee concerning the employee's work or conduct within fourteen (14) calendar days of the date of such violation or fourteen (14) calendar days from the date such violation became known to the Employer. Otherwise, such written warning notice shall be null and void. No such prior written warning notice shall be necessary if the cause for discharge or suspension is for offenses or behavior described in Article 16.1.1, or such other misconduct which is so serious in nature as to justify discharge or suspension without a written warning notice. The Employer shall give to a

discharged employee a written notice of termination, and at the same time send a copy to the Local Union.

16.1.1 The parties agree that the progressive discipline process for infractions shall be verbal warning, written warning, suspension, and termination. The progressive discipline process need not be used for egregious offenses or behavior, including but not limited to dishonesty, drinking of alcoholic beverages while on duty, gross negligence resulting in a serious accident while on duty, the carrying of unauthorized passengers in City vehicles, unprovoked assault on an employee or a supervisory employee while on duty, selling, using or being under the influence of illegal drugs (either under state or federal law) while on duty, or willful, wanton, or malicious damage to City property.

16.2 The complaint specified in such prior written warning notice shall be for a similar type of misconduct as the cause for discharge or suspension. No such written warning notice shall remain in effect for a period of more than twenty-four (24) months for the purpose of imposing progressive discipline, but may be retained in the employee's personnel file for the duration required by the Washington State Common Records Retention Schedule (CORE), at minimum. An employee may request removal after the minimum required retention, but removal will be at the discretion of the Employer. A copy of such written warning notice shall be sent to the Union at the time it is given to the employee.

16.3 An employee may request an investigation of the employee's discharge, suspension, or any written warning notice and the Union shall have the right to protest any such discharge, suspension, or written warning notice. Any such protest shall be presented to the Employer in writing within fourteen (14) calendar days, after the discharge, suspension, or written warning notice, and if not presented within such period, the right of protest shall be waived.

16.4 The Union shall take this protest up with the Employer and if it is not resolved within thirty (30) calendar days, the matter may be submitted to arbitration pursuant to the terms of Article 17, of this Agreement.

ARTICLE 17 - GRIEVANCE AND ARBITRATION PROCEDURE

17.1 "Grievance" as used herein shall mean any dispute involving the interpretation or application of the provisions of this Agreement, which could include an established past practice.

17.1.1 "Division head" as used in this section shall be the Assistant Public Works Director in the Street, Shop/Warehouse, Water, and Wastewater Treatment Facility Divisions, the Assistant Utilities Director in the Gas Division of the Public Works & Utilities Department, and the Parks & Recreation Director.

17.2 An employee having a concern which the employee feels could be a grievance shall bring up the matter within fourteen (14) calendar days of the concern giving rise to the

grievance, or within fourteen (14) calendar days after such matter became known to the employee, or it shall be deemed waived. The employee is to first discuss the matter with the employee's Foreperson (or if the employee is a Foreperson, then with the employee's division head), to provide an opportunity for clarification and/or appropriate adjustment, consistent with the terms of this Agreement. The employee shall have the option of being accompanied by the employee's Union representative if the employee feels that it is necessary.

17.2.1 If it is determined a grievance does exist and it is not resolved in Section 17.2 the grievance shall be reduced to writing and include the specific section(s) of this Agreement allegedly violated and the remedy being sought. An attempt will be made to resolve the grievance with the grievant's division head, the grievant, and the Union, within fourteen (14) calendar days of the conclusion of Section 17.2. If the grievance is not satisfactorily resolved within the additional fourteen (14) calendar days, then, the matter shall be submitted to the Director for review and the Director shall have fourteen (14) calendar days in which to resolve the grievance.

17.2.2 If the grievance is not satisfactorily resolved in Section 17.2.1, the City Manager will review all of the facts and findings pertaining to the grievance and shall have fourteen (14) calendar days from the date the grievance is submitted to the City Manager in which to satisfactorily adjust the grievance. If the grievance is not resolved, it may be submitted to arbitration no later than fourteen (14) calendar days after denial of the City Manager.

17.3 The Union or Employer may initiate the grievance procedure and will take up the grievance with the other party within thirty (30) calendar days after the occurrence of the event which gave rise to the grievance, or thirty (30) calendar days from the date such grievance became known to the moving party.

17.3.1 If the moving party elects to proceed with it, the grievance shall be reduced to writing if the other party so requests and an attempt will be made to adjust the grievance. If the grievance is not resolved, it may be submitted to arbitration no later than fourteen (14) calendar days after the last attempt to adjust said grievance.

17.4 If the grievance is submitted to arbitration the parties shall attempt to select an impartial arbitrator within fourteen (14) calendar days after the request is made to arbitrate. If the parties fail to agree within this period upon an arbitrator who is able and willing to serve, either party may, within seven (7) calendar days thereafter request the Public Employment Relations Commission to submit a list of seven (7) disinterested persons who are qualified and willing to act as an impartial arbitrator. From that list, within seven (7) calendar days after its receipt, the parties shall flip a coin to determine who shall strike the first (1st) name, then each will alternately strike one (1) of the names submitted until only one (1) name remains. The person whose name remains shall be selected as the sole arbitrator.

17.5 The arbitrator will commence hearings within a reasonable period of time after the arbitrator's selection, and shall render the arbitrator's award in writing within thirty (30) calendar days. The award of the arbitrator, together with the arbitrator's written findings and conclusions shall be final and binding upon the parties to this Agreement and upon the complaining employee or employees, if any. The Arbitrator is not vested with the power to change, alter, or modify this Agreement in any of its parts.

17.6 The arbitrator's fees and expenses, the cost of any hearing room, shall be borne equally by the Employer and the Union. All other costs and expenses shall be borne by the party incurring them.

17.7 The Employer and the Union agree to comply with the time limitations set forth above and either party shall have the right to insist that the time limitations be complied with, but in no event shall failure to comply with the above time limits as set forth in sections 17.4 and 17.5 deprive the arbitrator of authority to decide the grievance.

ARTICLE 18 - HEALTH CARE BENEFIT PROGRAM

18.1 The Employer shall pay each month into the following employee health care benefit plans, on account of each regular and probationary employee who was compensated for eighty (80) hours or more in the preceding month. The Employer payment shall be ninety percent (90%) of the contribution rates set forth in subsections 18.1.1, 18.1.2, and 18.1.3 below (referred to collectively as "Benefit Plans"). The employees shall, by payroll deduction, pay in advance any portion of the Benefit Plans' contribution rate not required to be paid by the Employer under this Article.

18.1.1 Effective January 1, 2024, UEBT Health and Welfare Plan A-5 is \$1,410 per month, plus Time Loss IV, contribution rate \$25.00 per month (\$1435.00 total).

18.1.2 Effective January 1, 2024, WTWT Dental Plan A, contribution rate \$120.50 per month.

18.1.3 Effective January 1, 2024, Vision Plan EXT, contribution rate \$17.10 per month.

18.2 Part-time employees shall be eligible for enrollment in the City's insurance group coverage program, provided they work a minimum of twenty-five (25) hours per week (.625 FTE).

18.3 The Union agrees during the life of this Agreement, that it will not request any additional benefits for any of the above-listed employee Benefit Plans, and the Employer agrees that during the life of this Agreement, it will pay a percentage of any regular annual increase in contribution rates as required by the Trustees of the employee benefit trusts to maintain these benefits, which Employer-paid percentage shall be as set forth in section 18.1 above; provided however, the Employer shall not be responsible for paying any portion of any mid-year

increases or similar non-scheduled increases in contribution rates during the year in which such increases are imposed.

18.4 In the event of any penalties, surcharges or taxes are imposed upon the City that are directly related to the provision of health, dental or vision benefits provided by the Benefit Plans under this Agreement, either the Benefit Plans will pay the penalty, surcharge or tax directly (such as those that can be assessed under the Patient Protection and Affordable Care Act, or "PPACA"), or the City will pay and deduct that amount (other than any employer portion of any required payroll taxes) from the Benefit Plans contributions due the following month (or months).

18.5 The Benefit Plans will comply with all applicable state and federal laws. Without limiting the foregoing, this includes the Washington State Privacy Act, HIPAA, COBRA, and PPACA.

ARTICLE 19 - LIFE - AD & D PLAN

19.1 Part-time employees who work a minimum of twenty-five (25) hours per week (.625 FTE), shall be provided \$25,000 life insurance through the Employer's Group Life Insurance Program.

ARTICLE 20 - REMITTANCE FOR EMPLOYEE BENEFIT PLANS

20.1 The total amount due for each calendar month for each of the employees' Benefit Plans as set forth in Article 18 shall be remitted in a lump sum not later than ten (10) business days after the last business day of the preceding month.

ARTICLE 21 - BENEFIT SUMMARIES & SELF-PREMIUM PAYMENTS

21.1 Each employee has been provided a copy of this Labor Agreement and current plan summaries for the benefits named in Articles 18 and 19. It is the responsibility of the employee to read these documents in order to become familiar with the various plans and determine when the employee will become eligible for each benefit. If an employee misplaces any of the information, the employee should contact the Local Union office or Plan Administrator for a replacement copy.

21.2 The Federal Consolidated Omnibus Budget Reconciliation Act ("COBRA") requires certain benefit plans to permit employees, their spouse or dependents, self-premium payments in order to continue coverage under the plans for a given number of months, in the event coverage would otherwise cease or be reduced due to employment termination, reduction in hours worked, entitlement to Medicare benefits, divorce, marital separation from the employee, or when dependent(s) lose their status as covered dependent(s) under the plan. Some benefit plans may provide additional rights to make self-payments to continue coverage beyond what COBRA requires. Whenever an employee is concerned that benefits may cease or

be reduced, it is the employee's responsibility to immediately contact the Plan Administrator to determine which plans allow self-payments to continue the coverage for the employee's family.

ARTICLE 22 - TRUST FUND DELINQUENCIES

22.1 In the event the Employer is delinquent in the payment of any contribution required by Article 18, employees or the Union shall have the right (notwithstanding any other provision of this Agreement) to take any legal or economic action they deem fit against the Employer to collect such delinquent amounts. In the event legal action is required to collect the Employer's contributions, then the Employer shall be liable for all costs and expenses of litigation, including reasonable attorney fees.

ARTICLE 23 - ACCEPTANCE OF TRUSTS

23.1 The Employer hereby acknowledges that it has received true copies of the United Employees Benefit Trust, Washington Teamsters Dental Trust, Teamsters Vision Care Trust, and shall be considered a party thereto. The Employer further agrees that the Employer-Trustees named in said trusts, and their successors in trust are and shall be its representatives and consents to be bound by the actions and determinations of the trustees.

ARTICLE 24 - GENERAL PROVISIONS

24.1 Non-Discrimination. No employee shall be unlawfully discriminated against for upholding Union principles. Any employee who works under the instructions of the Union or who serves on a committee shall not lose employment or be discriminated against for this reason, provided such activities do not interfere with the employee's duties.

24.2 Union Investigation and Visitation Privileges. The Business Representative of the Union, with the permission of the division head or division head's designee, may visit the work location of employees at any reasonable time and location for the purpose of investigating grievances. Such representatives shall limit their activities during such investigations to matters relating to this Agreement; provided however, they shall not interfere with the operation of the normal routine of any division.

24.3 Bulletin Board. General Teamsters Local 760 shall be entitled to the use of two (2) bulletin boards. Said bulletin boards shall be located in a conspicuous place within the employees' workplace, for the purpose of conducting union business and posting meeting notices.

24.4 Medical Exams. Any physical examination, TB skin test, X-rays, required by the Employer, shall be taken on Employer time and shall be paid by the Employer, provided said services are performed at a medical facility by a physician or institution specified by the Employer.

24.5 Discrimination. The Employer and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, gender, gender identity, sexual orientation, national origin, age, or disability, nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of race, color, religion, gender, gender identity, sexual orientation, national origin, age, or disability. The Employer and the Union agree to comply with the Americans With Disabilities Act (ADA) requirements.

24.6 Bargaining Unit Work. All the employees of the divisions named in Section 2.1 are considered to be members of the bargaining unit and only members of the bargaining unit shall perform work of the bargaining unit subject to the Employer's right to have any work performed through lawful contract procedures or requirements mandated by law, providing no employees covered by this Agreement shall be displaced due to contracting. In cases where the Employer wishes to perform bargaining unit work through lawful contract procedures resulting in displacement of bargaining unit members, the following procedures shall apply:

- a) The Employer shall first give the Union timely notice of the proposal and offer to meet and bargain with the Union concerning the proposal.
- b) In the event the parties cannot agree, the procedures of Article 17, Grievance and Arbitration Procedure, shall apply.
- c) The only issues for arbitration shall be whether the transfer, contract, or subcontract of work is in the public interest or represents a major financial advantage to the City.

24.6.1 Use of Volunteers.

- a) The Employer reserves the right to use voluntary labor by community and/or civic organizations, individuals and persons performing mandatory community service, provided said usage will continue to be pre-authorized by the Union Steward, which pre-authorization shall not be unreasonably withheld.
- b) Additionally, the Employer is authorized to use jail labor for the purpose of litter control and general clean up in the City. Use of jail labor will be arranged and supervised by the Employer through the Kittitas County Jail. No bargaining unit member will be required to supervise this jail labor, nor will any bargaining unit member be held responsible, in any manner, for the issuance or accounting of equipment to, or loss or damage of equipment used by, jail labor. Jail labor is defined as those inmates incarcerated in the Kittitas County Jail.
- c) The use of volunteer and jail labor will not be pursued for the purpose of displacement of bargaining unit work.

24.6.2 Street Closing by Volunteers. In recognition of the numerous street closures for civic groups, organizations, and individuals, the City is authorized to grant permission to the event sponsor to place, and subsequently remove, City-provided signs indicating

street closure, subject to the applicant providing proof of insurance and receiving permission for the closure from the City. This sign placement permission will be limited to local access streets as defined in the City's public works standards and to events scheduled in the central business district on Pine Street between Third Avenue and Fifth Avenue and on Fourth Avenue between Pearl Street and Ruby Street. This permission will be subject to the event sponsor posting the required insurance and confirming in writing their commitment to remove all signs deemed necessary by the public works department. It will be the volunteer's responsibility to return signs for street closure to the City Shop. In those instances where volunteers do not place or remove these signs, such work shall be performed by members of the bargaining unit.

24.7 Waiver of Portion of Agreement. The Employer agrees not to enter into any agreement or contract with the City's employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

24.8 Work Rules. The Union recognizes the right of the Employer to establish such reasonable work rules as the Employer may deem necessary, provided that such rules are not in conflict with the terms and provisions of this Agreement. Employees shall be made aware of such rules which are to be applied equally to all employees of the Employer.

24.9 Commercial Driver's License (CDL). Employees whose job duties require possession of a valid Washington State CDL shall obtain and maintain such license.

24.9.1 Maintaining CDL Licenses. The City will pay the costs of licensing and physical examination necessary to maintain a CDL. However, an employee may instead utilize a medical professional of their choice for the purpose of obtaining the physical examination required for Commercial Driver's license certification, and the Employer will reimburse the employee up to a maximum of \$150.00 per year for such cost.

24.9.2 If, during the recruitment process, the City determines that a candidate is the most qualified person for the specific job open, but does not have the required CDL for the position, the City can offer the position to the candidate with the following conditions:

- 1) The City offers the position to the candidate and the employee will report to work.
 - a. Employee will have six (6) months from their hire date to attain their CDL or they will not pass the trial period and may be subject to separation from employment.
 - b. Employee will not be assigned to the On-Call roster until their CDL has been attained.
- 2) The City will pay the costs associated with attaining a CDL in the form of a loan with a mutually agreed training school. A written agreement between

the employee and City will be required. The employee has the option of attending a Class “A” or “B” training along with various endorsements. These costs shall be as specified:

- a. The cost of drivers training class will be at the Employee’s expense with a loan agreement.
 - b. Physical evaluation, licensing, hotel, and travel costs will be at the City’s expense.
 - c. The employee will receive eight (8) hours per day straight pay while attending class. If in the best interest of the class, an employee may work a 4-10 schedule during class and be paid ten (10) hours per day straight pay while attending class.
- 3) The City will track the costs associated with the employee attaining their CDL, for which the employee will be responsible for repaying the City under the loan agreement. Repayment of the CDL drivers training class will be through dividing the total costs over a 24-month period and deducting an equal amount from each paycheck (48 payroll deductions).
 - 4) If the employee is terminated or resigns prior to repayment of all CDL fees to the City, the remaining CDL fees will be deducted from employee’s final paycheck pursuant to the loan agreement. If the employee still has a remaining unpaid balance owed to the City after deduction from their final paycheck, the City will bill the employee directly for the remaining amount.

24.9.3 The well-established and mutually recognized practice of other bargaining unit employees voluntarily obtaining and maintaining a CDL will continue so that the operational needs of the City can be met, especially in cases of emergency.

24.9.4 For positions that require a CDL, if an employee loses their CDL certification due to expiration or delays in meeting renewal requirements, they shall have six (6) months from the date of expiration/loss to regain their CDL or be subject to dismissal. If the employee has a medical condition that would require ADA accommodation, it will be handled like any other ADA accommodation through the interactive process.

24.10 STEWARDS(S). The Employer recognizes the right of the Local Union to designate Steward(s), not more than two (2) in number, from the Employer’s seniority list. The authority of Steward(s) so designated by the Local Union shall be limited to, and shall not exceed, the following duties:

- a. To investigate and present grievances with the Employer or the designated City representative in accordance with the provisions of the collective bargaining agreement;

- b. To inform bargaining unit members of the status of contract negotiations in a group meeting, usually within two (2) days of the negotiation session, lasting no longer than fifteen (15) minutes to be held before the employee lunch period; and
- c. To transmit messages and information, which shall originate with, and are authorized by the Local Union or its officers, provided such messages and information:
 - (1) Have been reduced to writing; or
 - (2) If not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Employer's business.

Recognizing the importance of the Steward's role in resolving problems or disputes between the Employer and its employees, the Employer reaffirms its commitment to the active involvement of the Steward(s) in the processes set out by this Article.

The Steward(s) shall be permitted reasonable time to investigate, present, and process grievances on the City's property without interruption of the Employer's operation; provided, however, no more than one steward shall handle any single grievance. After explaining the reason to his or her supervisor, a Steward shall be afforded the right to leave their work area for a reasonable period of time to investigate, present, and process grievances and to represent a fellow employee concerning grievances or discipline so long as such activity does not interrupt the Employer's operations. Both the Employer and the Steward will make reasonable efforts to ensure that the Employer's operations are not interrupted.

Steward(s) will be paid for time spent in meetings under this Article which occur during the Steward's regular working hours. Steward(s) will also be paid for time spent in meetings which occur outside his or her working hours, or on days off, by mutual consent. Such time shall be considered working hours in computing daily and/or weekly overtime, if it has been pre-approved as paid time.

The Employer recognizes the employee's right to be given requested representation by a Steward(s), at such time as the employee reasonably anticipates disciplinary action. The Employer also recognizes the Steward's right to be given requested representation by another Steward or other bargaining unit member as appropriate, at such time as the Steward reasonably anticipates disciplinary action. When requested by the Union or employee, there shall be a Steward present whenever the Employer meets with an employee concerning grievances or discipline or investigatory interviews. In such cases, the meeting shall not continue until the Steward is present.

If an employee does not wish to have a Union Steward present in any meeting where the employee has a right to Union representation under this Article, the employee shall sign a waiver of Union representation, a copy of which shall be furnished by the Union to the Employer upon its request.

Steward(s) shall be allowed to wear an identifying Steward's badge, provided by the Union, at all times while on the Employer's premises.

ARTICLE 25 - TEMPORARY ASSIGNMENTS/CLASSIFICATIONS

25.1 Temporary Foreperson. In the event of a Foreperson's absence for periods of one (1) hour or more in duration, a temporary Foreperson will be selected from within the respective division and said selection may be made by the respective division head. Said temporary Foreperson shall receive the Foreperson wage rate for the replacement period.

25.2 Leadperson. Whenever two (2) or more employees but less than ten (10) are supervised by an employee of the bargaining unit who is given responsibility for the work performed, that employee shall receive three percent (3.0%) above the employee's regular rate as lead person's pay during the time that the employee exercises supervision.

25.3 Out-of-Class Pay. Any employee who is required to do work in a lower wage rated classification than that for which the employee is employed shall receive the higher wage rate for that day. Any employee who is required to work in a higher wage rated classification than that in which the employee is employed will receive the higher wage rate for all hours worked in the higher wage rated classification.

25.4 Cross-Division Work.

25.4.1 Heavy Equipment Operators who operate heavy equipment in the performance of work for the Gas Division shall be paid at the rate of Gas Journeyperson. Street restoration shall not be considered Gas Division work. Temporary Laborers (non-student) will be paid at 75% of the rates set forth in the section when performing the work specified, and Temporary Student Laborers will be paid at 70% of the rates set forth in this section when performing the work specified.

25.4.2 Regular employees covered by this Agreement who perform work exclusively for the Light Division and not involving any other City divisions shall be paid at the rates set forth in the IBEW contract for the type of work performed.

25.4.2.1 For purposes of this Agreement, work customarily performed by the Light Department shall not be interpreted to include any street work, such as pavement cutting and patching, or any concrete work such as installation of sidewalks and curbing or any other work which is ordinarily performed by employees covered by this bargaining unit.

25.4.2.2 Provided further, that the construction of concrete bases for street light poles shall be defined as work customarily performed by members of the IBEW Union, and the construction of concrete bases for traffic signal standards shall be defined as work customarily performed by the employees covered by the Teamsters Agreement.

25.4.2.3 Provided further, that Heavy Equipment Operators who operate equipment in the performance of work for the Light Division shall be paid at the rate established for Equipment Operator in the IBEW agreement, and that shop personnel who do cutting and welding of special items of equipment for the Light Division shall be paid at the rate established for Journeyman Lineworker in the IBEW agreement. Regular employees not operating equipment shall be paid at the rate of Head Groundperson. Temporary Laborers (non-student) will be paid at 75% of the rates set forth in the section when performing the work specified, and Temporary Student Laborers will be paid at 70% of the rates set forth in this section when performing the work specified.

ARTICLE 26 - WORKING CONDITIONS

26.1 Clothing. The Employer shall supply and launder coveralls for the Mechanics. It is further agreed the Employer shall supply shop coats, coveralls, and protective equipment for employees whose work at times requires it. Equipment and clothing provided by the Employer shall be of such size to fit the employee. It is further agreed that the Employer shall supply one cellular telephone to those employees in the Water, Wastewater Treatment Facility, Street, and Gas Divisions who are assigned to standby duty.

26.2 Footgear. The Employer shall provide an annual footgear allowance of two hundred eighty-five dollars (\$285) to each regular full-time employee. Such allowance shall be paid to the employee in the first paycheck in March of each contract year. Temporary Laborers, Temporary Student Laborers, and newly hired employees starting employment after February shall not be entitled to the footgear allowance for that year.

26.3 Tools.

26.3.1 Mechanics shall furnish their own hand tools. A monthly tool replacement fee of one hundred dollars (\$100.00) shall be paid to employees required to work with their own hand tools.

26.3.2 Mechanics shall not be required to furnish special tools, such as air or electric wrenches; gear and bearing pullers; electrical drills, reamers, taps and dies; oxyacetylene equipment; thirty-six-inch (36") pipe wrenches; socket wrench drives over one-half inch (1/2"); wrenches over two inches (2"); coffin hoists or hydraulic jacks.

26.3.3 The Employer agrees to provide an adequate, dry, and safe storage place for the storage of Mechanics' tools which may be necessary in the performance of the employee's work. The Employer agrees that while such tools are in the Employer's custody and providing that the employee has locked these tools in an adequate toolbox, and further, that the loss is not caused through negligence of the employee, the Employer will carry insurance or assume liability to cover the full replacement value of such tools which may be lost because of fire, flood, or theft.

26.4 Where new types of equipment and/or operations for which rates of pay are not established by this Agreement are put into use within operations covered by this Agreement, rates governing such operations shall be subject to negotiations between the parties. If the parties cannot agree, the issue of rates of pay shall be submitted to arbitration in accordance with Article 17. Rates agreed upon or awarded shall be effective as of the date equipment is put into use.

ARTICLE 27 - PERSONNEL FILES

27.1 Employees shall have the right to review material in their personnel files maintained by the Employer. Upon request, copies of all Employer's documents in the personnel file shall be provided to the employee. Records retained in the personnel file which pertain directly to the employee are subject to review or request for a copy. The Employer reserves the right to protect the confidentiality of any information which pertains to individuals other than the employee.

27.2 The Employer will notify an employee, in writing, of any derogatory or negative report that is placed in the employee's file within ten (10) calendar days of such action, which may be used by the Employer for the purpose of imposing progressive discipline for a period of two (2) years. After three (3) years, an employee may request that any derogatory or negative material, other than yearly evaluations, be expunged from the employee's file, but no such material will be removed prior to the timeframe set forth by the Washington State CORE Retention Schedule. Removal will be at the discretion of the Employer.

27.3 When an employee reviews the employee's personnel file, the employee will sign and date the review only to verify same.

ARTICLE 28 - SAVINGS CLAUSE

28.1 If any article or section of this Agreement or any addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement and addendums shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

ARTICLE 29 - TERM OF AGREEMENT

29.1 This Agreement shall be in full force and effect from January 1, 2024 and shall remain in full force and effect through December 31, 2026. Either party may, upon six (6) calendar months' notice prior to the date of expiration, give notice to terminate or amend to the other party. In the event only notice to amend is given, the Agreement shall remain in effect while the parties negotiate amendments.

For the CITY OF ELLENSBURG

By _____
City Manager

By _____
Mayor

By _____
City Attorney

Date

For GENERAL TEAMSTERS, LOCAL 760

By _____
Secretary-Treasurer

Date

APPENDIX A - STREET, PARKS, and SHOP/WAREHOUSE EMPLOYEES

ARTICLE 1A - CLASSIFICATION AND HOURLY WAGE RATES

1.A.1 The following minimum wage schedule shall be effective:

CLASSIFICATION	1/1/2023	1/1/2024 Market	1/1/2024 COLA	1/1/2025 COLA	1/1/2026 COLA
	Former	5.0%	4.0%	4.0%	3.0%
Foreperson (Shop/Warehouse)	\$40.21	42.22	43.91	45.67	47.04
Foreperson (Street)	\$40.21	42.22	43.91	45.67	47.04
Foreperson (Parks)	\$40.21	42.22	43.91	45.67	47.04
Lead Equipment Mechanic	\$34.96	36.71	38.18	39.71	40.90
Equipment Mechanic	\$33.30	34.97	36.36	37.82	38.95
Maintenance Tech*	\$31.77	33.60	34.94	36.34	37.43
Maintenance/Warehouse Tech*	N/A	33.60	34.94	36.34	37.43
Warehouse Tech	\$32.00	33.60	34.94	36.34	37.43
Heavy Equipment Operator	\$31.42	32.99	34.31	35.68	36.75
Park Maintenance Tech	\$31.42	32.99	34.31	35.68	36.75
Temporary Laborer	See Article 5, Section 5.2				
Temporary Student Laborer	See Article 5, Section 5.1				

* *Maintenance Tech was adjusted to match Warehouse Tech and Maintenance/Warehouse Tech is being set at the same rate (new position for 2024).*

NOTE: The Foreperson wage rate is fifteen (15%) above the highest paid non-foreperson employee's base rate in Appendix A, B, or D. Lead Mechanic will receive five percent (5%) above Equipment Mechanic base wage in recognition of the additional duties performed by the Lead Mechanic beyond those required for Temporary Assignments/Classifications under Article 25.2, including training responsibility as a certified Forklift Instructor.

ARTICLE 2A – WAGE ADJUSTMENTS

2.A.1 The wage rate of all newly hired employees under this Section may be adjusted as follows:

Compensated Hours	Salary Adjustment
0 to 1,040	75% of the classification
1,041 to 2,080	80% of the classification
2,081 to 3,120	85% of the classification
3,121 to 4,160	90% of the classification
4,161 to 5,200	95% of the classification
Thereafter	100% of the classification

2.A.1.1 The wage progression steps and percentages for newly hired employees may be accelerated based on experience and performance.

2.A.2 A new employee who has had previous experience in the field and is reasonably qualified to perform the employee's work assignments will be paid depending upon the employee's abilities and qualifications, as mutually agreed to by the parties.

2.A.3 All regular part time employees shall be offered a minimum of two (2) hours work for any day on which they report for work, and a minimum of eighty (80) hours of work per month, in the order of their seniority, provided work is available and they are qualified to perform the work available.

ARTICLE 3A WORKDAYS-WORK WEEKS-OVERTIME

3.A.1 Regular Hours of Work (5-8's) – Effective January 1, 2024, the Employer agrees to move to a trial workday schedule consisting of eight (8) consecutive hours, 7:00 AM to 3:30 PM, exclusive of lunch time which shall be one-half (1/2) hour, for the full twelve (12) month of 2024. Before the end of 2024 the Employer will determine whether the trial workday schedule resulted in an efficient scheduling of manpower and an insignificant increase in callouts between 3:30 and 4:00 PM. The Employer agrees to confer with the Union if it determines the work schedule will need to return to the seasonal schedule for 2025 and 2026. Reasonable lunch travel time will be allowed between the job site and the City Shop.

3.A.2 In the Parks division only, a Tuesday through Saturday, Wednesday through Sunday, or Sunday through Thursday work week may be applicable to Parks employees hired or transferred in after 01/01/2021. Parks employees hired or transferred prior to that date may volunteer, but will not be forced to work such schedules. Shift start times will be those referenced in Section 3.A.1.

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APPENDIX B - WASTEWATER TREATMENT FACILITY EMPLOYEES

ARTICLE 1B – CLASSIFICATION AND HOURLY WAGE RATES

1.B.1 The following minimum wage schedule shall be effective:

CLASSIFICATION	1/1/2023	1/1/2024	1/1/2024	1/1/2025	1/1/2026
	Former	5.0%	4.0%	4.0%	3.0%
Foreperson	\$40.21	42.22	43.91	45.67	47.04
Plant Maintenance Mechanic/Operator	\$34.05	35.75	37.18	38.67	39.83
Lab-Tech/Operator	\$34.05	35.75	37.18	38.67	39.83
Treatment Plant Operator	\$34.05	35.75	37.18	38.67	39.83
Collection Serviceperson	\$32.63	34.26	35.63	37.06	38.17
Pretreatment Operator	\$32.63	Vacant	Vacant	Vacant	Vacant
Temporary Laborer	See Article 5, Section 5.2				
Temporary Student Laborer	See Article 5, Section 5.1				

NOTE: The Foreperson wage rate is fifteen (15%) above the highest paid non-foreperson employee's base rate in Appendix A, B, or D, whichever is higher.

ARTICLE 2B - WAGE ADJUSTMENTS

2.B.1 The wage rate of all newly hired employees under this Section may be adjusted as follows:

Compensated Hours	Salary Adjustment
0 to 1,040	75% of the classification
1,041 to 2,080	80% of the classification
2,081 to 3,120	85% of the classification
3,121 to 4,160	90% of the classification
4,161 to 5,200	95% of the classification
Thereafter	100% of the classification

2.B.1.1 The wage progression steps and percentages for newly hired employees may be accelerated based on experience and performance.

2.B.1.2 An employee shall not receive more than 95% of the established wage for a classification until such time as the employee has attained the required certification(s) required for the position. This provision shall only apply to employees hired after January 1, 2021.

2.B.2 A new employee who has had previous experience in the field and is reasonably qualified to perform the employee's work assignments will be paid depending upon the employee's abilities and qualifications, as mutually agreed to by the parties.

2.B.3 All regular part time employees shall be offered a minimum of two (2) hours work for any day on which they report for work, and a minimum of eighty (80) hours of work per month, in the order of their seniority, provided work is available and they are qualified to perform the work available.

2.B.4 Wastewater Treatment Facility employee wage rates contained in Section 1.B.1 will be adjusted as follows:

Base wage + 2% increase for WW3 certification*

Base wage + 4% increase for WW4 certification*

** Only applies to employees of the Wastewater Treatment Facility Division of Public Works*

2.B.5 Wastewater Treatment Facility Operator/Mechanic employees shall be required to have or obtain WW2 certification within twelve (12) months of becoming eligible to obtain the certification.

ARTICLE 3B - WORK DAYS-WORK WEEKS-OVERTIME-GUARANTEES-PREMIUM DAYS

3.B.1 Wastewater Treatment Facility Operators: (4-10's) - Ten (10) consecutive hours, exclusive of lunch time which shall not exceed one (1) hour, but shall normally consist of one-half (1-2) hour, from 6:00 AM to 5:00 PM, shall constitute a workday. All hours over ten (10) hours within a twenty-four (24) hour period and/or forty (40) hours per week shall be paid for at double (2 times) the employee's regular hourly rate. Four (4) consecutive days of work, 6:00AM, Sunday through 6:00 AM, Sunday, shall constitute a work week. As long as management determines that the four (4) tens (10's) schedule represents an efficient scheduling of manpower to meet National Pollutant Discharge Elimination System (NPDES) requirements, that schedule shall be maintained. Management agrees to confer with the Union before changing the schedule.

3.B.2 Wastewater Treatment Facility Maintenance/Mechanic/Operator, Lab Personnel, Foreperson, and Collection Servicepersons (5-8's): Eight (8) consecutive hours, exclusive of lunch time which shall not exceed one (1) hour, shall constitute a workday. All hours over eight (8) hours within a twenty- four (24) hour period and/or forty (40) hours per week shall be paid at double (2 times) the employee's regular hourly rate. Five (5) consecutive days of work, Monday through Sunday, shall constitute a work week.

3.B.2.1 Night Shift Wastewater Treatment Facility Operators: The night shift shall be defined as the hours between 4:30 PM to 6:00 AM. This shall be an eight (8) hour period inclusive of lunch and/or rest periods not to exceed one (1) hour total.

3.B.2.2 Shift Exchange: It is critical to the operation of the Wastewater Treatment Facility to maintain at least two operators on shift at all times the plant is actively being staffed. The shift schedule provides for three (3) staff positions at the plant on the weekend. In the event an unforeseen personal circumstance arises for a scheduled Wastewater Treatment Facility employee that would result in less than two (2) employees at the plant on the weekend, employees may exchange shifts to provide the necessary coverage subject to first having received approval from their supervisor. In the event a weekend shift exchange is authorized, it is further understood that no overtime will accrue for the shift exchange, and a work week of no more than forty (40) hours will result for either employee participating in the exchange. The provisions of Section 3.B.2 relating to five (5) consecutive days of work constituting a work week will not apply to the shift exchange defined in this section.

3.B.3 The employee's working time shall be computed as beginning with the time the employee reports for work to the Wastewater Treatment Facility as assigned, and ending with the time the employee is released from duty. All time spent traveling to and from the job site, including reasonable lunch travel time necessary between the job site and the Wastewater Treatment Facility, shall be compensable.

3.B.4 Special Holiday Provision. When New Year's Day, M. L. King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Juneteenth, Thanksgiving Day, Day after Thanksgiving Day, and Christmas Day are a scheduled workday for a Wastewater Treatment Facility employee, the employee shall be compensated at double (2 times) the employee's hourly rate of pay. Any other recognized holiday which is a scheduled workday shall be compensated for at the straight time hourly rate of pay. Furthermore, the employee shall receive an additional day off, for each holiday worked, compensated for at the straight time hourly rate of pay and such day off shall be scheduled by mutual agreement between the employee and the Employer and shall accrue to a maximum of eighty (80) hours at any given time. Such days off may be used in conjunction with vacation. Employees will be allowed the opportunity to schedule an alternate day off in lieu of a holiday occurring on their regular day off. These day(s) off in lieu of the holiday are to be scheduled by mutual agreement with the Foreperson.

3.B.5 The five (5) Employee Choice Days established by the elimination of five (5) holidays (Lincoln's Birthday, Washington's Birthday, Good Friday, Columbus Day, and Veteran's Day) will be designated as ten (10) hour Employee Choice Days for those employees working a ten (10) hour per day schedule.

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APPENDIX C - NATURAL GAS EMPLOYEES

ARTICLE 1C - CLASSIFICATION AND HOURLY WAGE RATES

1.C.1 The following minimum wage schedule shall be effective:

CLASSIFICATION	1/1/2023	1/1/2024 Market	1/1/2024 COLA	1/1/2025 COLA	1/1/2026 COLA
	Former	5.0%	4.0%	4.0%	3.0%
Gas Foreperson	\$54.43	57.15	59.44	61.82	63.67
Gas Journeyperson	\$47.30	49.67	51.66	53.73	55.34
Gas Customer Serviceperson	\$47.30	49.67	51.66	53.73	55.34
Gas Meterperson	\$51.09	53.64	55.79	58.02	59.76
Gas Technician	See 1.C.4				
Temporary Laborer	See Article 5, Section 5.2				
Temporary Student Laborer	See Article 5, Section 5.1				

NOTE: The Foreperson wage rate is fifteen (15%) above the Gas Journeyperson rate. The Gas Meterperson wage rate is 8% above the Gas Journeyperson wage rate.

1.C.2 The wage rate of a temporary employee shall be a percentage of the Gas Journeyperson hourly wage rate which reflects the abilities and qualifications of said temporary employee but in no event less than seventy-five percent (75%).

ARTICLE 2C - WORKDAYS-WORK WEEKS-OVERTIME

2.C.1 Gas Customer Serviceperson: The Gas Customer Serviceperson shall work eight (8) consecutive hours, 8:00 AM to 4:30 PM, exclusive of lunch time which shall be one-half (1/2) hour. This schedule shall remain in effect all twelve (12) months of the year. This work schedule and the Gas Customer Serviceperson wage rate shall apply to any employee replacing the Gas Customer Serviceperson. Replacement work shall be offered by seniority and in cases of less than a week's replacement notice, where the employee's normal start time is changed to that of the Customer Serviceperson, the employee shall receive a wage rate that is five percent (5%) above that of the Journeyperson wage rate.

2.C.2 Other Positions: Regular Hours of Work (5-8's) – Effective January 1, 2024, the Employer agrees to move to a trial workday schedule consisting of eight (8) consecutive hours, 7:00 AM to 3:30 PM, exclusive of lunch time which shall be one-half (1/2) hour, for the full twelve (12) month of 2024. Before the end of 2024 the Employer will determine whether the trial workday schedule resulted in an efficient scheduling of manpower and an insignificant increase in callouts between 3:30 and 4:00 PM. The Employer agrees to confer with the Union if it determines the work schedule will need to return to the seasonal schedule for 2025 and 2026. Reasonable lunch travel time will be allowed between the job site and the City Shop.

2.C.3 The Assistant Utilities Director may do bargaining unit work for purposes of training, instruction, and emergencies beyond the control of the Employer, or when bargaining unit personnel are unavailable.

3C – GAS TECHNICIAN

3.C.1 A Gas Technician is an employee that may be used by the Employer in a capacity other than Apprentice, Customer Serviceperson, or Journey person, but will be considered Journey-qualified upon completion of the final step of the Apprentice program. The Technician's position will include four (4) steps with wage and advancement progression to be the same percentages and length as contained in Section 4.C.1. Technicians will be placed into a Journey person or Customer Serviceperson position if qualified and there exists a need to fill openings to comply with the minimum staffing provision. A Journey-qualified Technician will begin receiving the top Journey person wage rate once the fourth (4th) step of the Apprentice program is completed and the final exam passed. All Technicians must complete the fourth (4th) step of the Apprentice program to be considered Journey-qualified and be eligible for a Journey person position. If there exists a full complement of Gas Division staff and, the Employer wishes to add another Journey person, the Employer may hire a Journey person from the outside or use existing Apprentices or Technicians at its option. All Technician positions will be offered first to bargaining unit members.

NOTE: The agreed upon minimum number of full-time Gas Division employees is any combination of six (6) with a minimum of three (3) Journey person and one (1) Foreperson. The Employer agrees to fill a minimum of seventy-five percent (75%) of all future Journey person or Customer Serviceperson positions with qualified Technician employees.

3.C.1.1 Bargaining unit employees who successfully bid into the Technician classification will retain their right of return to the position held prior to promotion for sixty (60) calendar days for performance or voluntary reasons. The successful bidder must meet the Gas Division welding qualifications within one hundred twenty (120) calendar days, or they will be returned to the position held prior to promotion. The Employer agrees to provide the successful bidder with a minimum of eighty (80) hours of supervised welding training during the one hundred twenty (120) calendar day period. Supervised welding training is intended to mean sufficient supervision to reasonably assure successful completion of the welding qualifications requirements. The employee shall continue to receive the employee's current wage rate prior to promotion or the appropriate Technician wage rate, whichever is greater. Wage progression thereafter shall be pursuant to the provisions of Sections 4.C.1.

3.C.1.2 The wage progression steps and percentages for newly hired Technicians may be accelerated based on experience and performance.

ARTICLE 4C - APPRENTICE WAGE RATE

4.C.1 The wage rate of all newly hired apprentices under this Section may be adjusted as follows:

	WAGE ADJUSTMENT
First (1 st) six (6) months	75% of Journeyperson Rate
Second (2 nd) six (6) months	80% of Journeyperson Rate
Third (3 rd) six (6) months	85% of Journeyperson Rate
Fourth (4 th) six (6) months	92.5% of Journeyperson Rate
Thereafter	100% of Journeyperson Rate

4.C.2 A new employee who has had previous experience in the field and is reasonably qualified to perform the employee's work assignments will be paid depending upon the employee's abilities and qualifications, as mutually agreed to by the parties.

4.C.3 All regular part-time employees shall be offered a minimum of two (2) hours work for any day on which they report for work, and a minimum of eighty (80) hours of work per month, in the order of their seniority, provided work is available and they are qualified to perform the work available.

ARTICLE 5C - APPRENTICE PROGRAM

5.C.1 GENERAL STATEMENT: The apprentice program and the specific tasks and duties required of the apprentice will be contained in the Gas Mainfitter Apprenticeship Training Program (City of Ellensburg – Gas #567) and, as circumstances change, revisions to the program may be made by the Joint Apprenticeship Training Committee (JATC).

5.C.2 The Standards of Apprenticeship have been prepared by representatives of the City of Ellensburg Gas Division in Ellensburg, Washington, and representatives of the General Teamsters Local No. 760, of Yakima, Washington and assisted by the Department of Labor and Industries, Apprenticeship Section. These Standards of Apprenticeship have been approved by and registered with the Washington State Apprenticeship Training Council (WSATC).

5.C.3 All employees who wish to be considered for the Gas Main Fitter Apprenticeship must complete the Pre-Apprentice Gas Course. Those bargaining unit employees who are interested will be provided with the opportunity to practice, on their own time, the necessary techniques prior to the Pre-Apprentice Gas Course.

5.C.4 Bargaining unit employees who transfer to the Gas Division as a Technician will enter the apprenticeship program at the earliest opportunity as determined by the Assistant Utilities Director. Once they enter the apprenticeship, they will be subject to an additional trial period of eight hundred (800) hours (or the then-current required number of hours required by the Washington State Apprenticeship Training Council) during which time said employee may be discharged from the program without further recourse. Being discharged from the

apprenticeship will override the sixty (60) and one hundred twenty (120) day trial period and the employee will be returned to the position they held prior to transferring to the Gas Division. During the apprenticeship the employee shall continue to receive the employee's current wage rate or the appropriate apprentice wage rate, whichever is greater. Wage progression thereafter shall be pursuant to the provisions of the apprenticeship program.

5.C.5 An Apprentice who has completed the term of apprenticeship and has passed the required examinations (tests) shall be paid the Journey rate but continue to be classified as an Apprentice until an opening in the Journey classification exists.

5.C.6 An Apprentice having served the apprenticeship will be placed in the Journey classification when an opening occurs. If there is more than one (1) Apprentice who has served the apprenticeship, the Apprentice who completed the apprenticeship first (1st) will fill the first (1st) available opening. Apprentices who have served the apprenticeship shall fill open Journey positions before outside Journey level workers are hired.

5.C.6.1 Outside applicants who fill Journey positions must have worked at a gas utility in a similar position and be capable of satisfying the graduation requirements of the City of Ellensburg's Gas Mainfitter Apprentice Program and meet the Operator Qualification (OQ) requirements within nine (9) months of hire.

5.C.7 When the number of Journeypersons in the Gas Division totals three (3) or less, the Employer may add one (1) Apprentice to the apprenticeship program for each Journeyperson under four (4), unless there are two (2) or more Apprentices in the apprenticeship program.

5.C.8 Individuals who are placed into the Journeyperson apprenticeship program shall have an obligation to work for the City after successfully completing the apprenticeship program and shall sign an agreement with the City obligating them to carry out the terms of this section. Journeypersons who voluntarily leave City employment before working at least the same number of months as they were in the City apprenticeship program will be required to repay the City for fifty percent (50%) of non-wage costs the City incurred on the part of the Journeyperson while the individual was in the apprenticeship program. Repayment of said costs will be proportionate to the time spent as an Apprentice versus time spent as a Journeyperson. For example, if an individual spends thirty-six (36) months as an Apprentice and leaves the City after working as a Journeyperson for twelve (12) months, the individual will be required to repay the City for one-sixth (1/6) of the non-wage costs the City paid towards the apprentice program (50% x 12 mo./36 mo.).

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APPENDIX D – WATER EMPLOYEES

ARTICLE 1D - CLASSIFICATION AND HOURLY WAGE RATES

1.D.1 The following minimum wage schedule shall be effective: January 1, 2024

CLASSIFICATION	1/1/2023	1/1/2024 Market	1/1/2024 COLA	1/1/2025 COLA	1/1/2026 COLA
	Former	5.0%	4.0%	4.0%	3.0%
Foreperson	\$40.21	42.22	43.91	45.67	47.04
Plant Maintenance (Well)*	\$31.77	33.60	34.94	36.34	37.43
Cross Connection Cont. Spec.	\$31.42	32.99	34.31	35.68	36.75
Senior Pipeperson	\$31.42	32.99	34.31	35.68	36.75
Temporary Laborer	See Article 5, Section 5.2				
Temporary Student Laborer	See Article 5, Section 5.1				

* See Appendix A for Maintenance adjustment.

NOTE: The Foreperson wage rate is fifteen (15%) above the highest paid non-foreperson employee's base rate in Appendix A, B, or D.

ARTICLE 2D – WAGE ADJUSTMENTS

2.D.1 The wage rate of all newly hired employees under this Section may be adjusted as follows:

Compensated Hours	Salary Adjustment
0 to 1,040	75% of the classification
1,041 to 2,080	80% of the classification
2,081 to 3,120	85% of the classification
3,121 to 4,160	90% of the classification
4,161 to 5,200	95% of the classification
Thereafter	100% of the classification

An employee shall not receive more than 95% of the established wage for a classification until such time as the employee has attained the required certification(s) required for the position. This provision shall only apply to employees hired after January 1, 2021.

2.D.1.1 The wage progression steps and percentages for newly hired employees may be accelerated based on experience and performance.

2.D.2 A new employee who has had previous experience in the field and is reasonably qualified to perform the employee's work assignments will be paid depending upon the employee's abilities and qualifications, as mutually agreed to by the parties.

2.D.3 All regular part time employees shall be offered a minimum of two (2) hours work for any day on which they report for work, and a minimum of eighty (80) hours of work per month, in the order of their seniority, provided work is available and they are qualified to perform the work available.

2.D.4 Water Division employee wage rates contained in Section 2.D.1 will be adjusted as follows:

Base wage + 2% increase for WDM3 certification

Base wage + 4% increase for WDM4 certification

2.D.4.1 Water Division Senior Pipepersons shall be required to have or obtain WDM1 certification within twelve (12) months of becoming eligible to obtain the certification.

2.D.4.2 Water Division Plant Maintenance shall be required to have or obtain WDM2 certification within twelve (12) months of becoming eligible to obtain the certification.

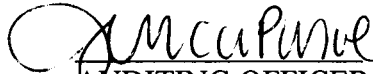
3.D – WORKDAYS-WORK WEEKS-OVERTIME

3.D.1 Regular Hours of Work (5-8's) – Effective January 1, 2024, the Employer agrees to move to a trial workday schedule consisting of eight (8) consecutive hours, 7:00 AM to 3:30 PM, exclusive of lunch time which shall be one-half (1/2) hour, for the full twelve (12) month of the year. Before the end of 2024 the Employer will determine whether the trial workday schedule resulted in an efficient scheduling of manpower and an insignificant increase in callouts between 3:30 and 4:00 PM. The Employer agrees to confer with the Union if it determines the work schedule will need to return to the seasonal schedule for 2025 and 2026. Reasonable lunch travel time will be allowed between the job site and the City Shop.

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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

11-28-23
DATE

CLAIMS VOUCHERS AUDITED AND CERTIFIED BY THE AUDITING OFFICER HAVE BEEN RECORDED ON THE ATTACHED LISTING, WHICH HAS BEEN MADE AVAILABLE TO THE COUNCIL AS OF THIS **4th DAY OF DECEMBER 2023**. THE COUNCIL, BY A VOTE, HAS APPROVED FOR PAYMENT THE VOUCHERS INCLUDED IN THE ABOVE LIST AND FURTHER DESCRIBED AS FOLLOWS:

Check #'s	164073	TO	164172	\$	1,712,364.27
EFT #'s	6560	TO	6568	\$	150,131.42
Treasure Cash					
EFT #'S	268		276	\$	346,188.63
Payroll Fund					
Check #'s	96127	TO	96131	\$	8,581.35
Direct Deposits	76218	TO	76466	\$	481,607.34

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

ATTEST: _____
CITY CLERK



Meeting Date: December 4, 2023
City of Ellensburg
City Council Agenda Report

Agenda Subject: Board and Commission Appointments (Public Comment Opportunity)
Submitted by: Cynthia LaChappelle-Mathis, Executive Assistant
Department: City Manager

Suggested Motion/Action:

Move to recommend reappointments to the Affordable Housing Commission.

Background/Summary:

There are two applicants for reappointment to the Affordable Housing Commission. The applications for reappointment were forwarded to the staff member assigned to the Affordable Housing Commission to process for consideration of reappointment.

Previous Council Action:

None

Analysis:

As directed by Council, the applicants requesting reappointment have completed the preliminary process of attending an interview. The appointment recommendation memorandum from the Affordable Housing Commission is attached.

Financial Impact:

N/A

Budget Adjustment: No

Attachments:

1. AHC Commission Reappointment
2. B and C Agenda Report Chart 12-4-23



TO: City Council
FROM: Community Development Department
DATE: December 4, 2023 – Council Meeting Date

RE: Recommendation of Reappointment

The Affordable Housing Commission had two members with expiring terms that wished to be renewed. Interviews were conducted on November 10, 2023. Interview panel consisted of Kathy Boots Community Development staff, Sarah Bedsaul Commission Chair, and Sarah Beauchamp City Council liaison.

The Commission recommends renewing Courtney Garzone and Kim Funston for a second term starting 1/1/2024.

Boards and Commissions	Affordable Housing Commission	Arts Commission	Civil Service Commission	Diversity, Equity & Inclusion 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	Utility Advisory Committee
MEMBERS	7	7	3	9	9	7	7	7	7	7	7	7	7
Residency Requirements	Y	N	Y	Y	N	Y	Y	Y	N	Y	Y	N	Y
Current Members within City Limits	6	5	2	8	5	6	7	6	2	7	7	7	5
Current Members Outside City Limits	1	2	0	0	4	0	0	1	3	0	0	0	1
Current Members Outside but in UGA	0	0	0	0	0	0	0	0	0	0	0	0	0
VACANCIES	2	0	0	0	3	2 (EHS)	0	2	3	0	0	0	1 (Tele)
APPLICANTS													
Kim Funston	Re-appt												
Courtney Garzone	Re-appt												



Meeting Date: December 4, 2023
City of Ellensburg
City Council Agenda Report

Agenda Subject: Public Hearing (Legislative) for Mid-Biennial Review Supplemental Budget Ordinance 4934 (first reading) – Amending the 2023-2024 Biennial Budget (Public Comment Opportunity)

Submitted by: Gloria Lanphere, Accountant III - Budget Officer, Keith Bassett, Assistant Finance Director

Department: Finance

Suggested Motion/Action:

Move to conduct First Reading of Mid-Biennial Review Supplemental Budget Ordinance 4934.

Background/Summary:

This public hearing and proposed ordinance meets the statutory requirements for a Mid-Biennial Review process required for cities budgeting biennially, and makes amendments to the 2023-2024 Biennial Budget to reflect changes in operational requirements and adjustments to capital project plans approved through prior Council action along with other modifications to the Biennial Budget as proposed by the City Manager.

Previous Council Action:

Council adopted the 2023-2024 Biennial Budget via Ordinance 4900 on December 5, 2022, appropriating funds and providing expenditure authority for the two-year period beginning January 1, 2023. Council subsequently amended the 2023-2024 Biennial Budget via Ordinance 4923 on September 5, 2023. Council regularly reviews and approves additional budget adjustments as part of its ongoing review and approval of contracts and purchases.

Analysis:

Since the prior supplemental budget was adopted, items have been approved by City Council that require a supplemental budget adjustment in order to be implemented. The anticipated budget impacts are presented as part of the City's standard agenda reports that accompany the initial request. The proposed ordinance will officially authorize expenditures in support of previously approved projects and program changes. Additional budget adjustments were identified as a result of a review of anticipated expenditures, expenditure trends, and current expenditure authority. These items provide the necessary budget to maintain the programs and projects previously adopted by City Council, comply with external regulations, and update originally budgeted amounts to current forecasts. The budget amendments in the proposed ordinance include updated revenue forecasts and beginning fund balances as needed, and maintain anticipated 2023 and 2024 ending fund balances within required fund balance thresholds.

Items that have previously come before the Council include 2023 General Fund revenue and expenditures for the FISH Food Bank Expansion Project funded by a "Congressionally Directed Spending" USDA Rural Development grant, 2024 Street Fund revenue and expenditures authority including the Comprehensive Safety Action Plan for City streets and the Surrounding Urban Growth Area funded with a Safe Streets for All (SS4A) grant award, additional grant funding in support of six-year Transportation Improvement Plan projects in the Arterial Street Fund, and Washington State Department of Transportation(WSDOT) grants for 2023-2025 in the Ellensburg Public Transit Fund. Other items previously approved by Council include the Utility Billing Software Implementation project costs in the General Fund and IT internal service fund, Park Acquisition Fund expenditure authority to complete the installation of field lights at Rotary Park, increases in Lodging Tax Fund expenditures to meet the pledged contribution to the countywide Consolidated Lodging Tax process, expenditures for Fieldhouse design and engineering from insurance recoveries on the Ellensburg Racquet & Recreation Center, anticipated costs associated with health and medical insurance, and compensation adjustments as approved in collective bargaining agreements and pay resolutions.

Items moved between budget years are comprised of carryforward of Council-adopted project budgets unspent in 2022 for expenditure in 2023, or budget adjustments to reflect changes to anticipated project timelines between 2023 and 2024. This includes carryforward of unspent 2022 Economic Development Investment Fund budget to 2023 for the balance of the City-County Economic Development Plan contract with TIP Strategies, moving expenditure authority from 2023 to 2024 for the joint purchase with Kittitas County Sheriff's Office of an armored vehicle (BEARCAT) in the Criminal Justice Fund, carryforward of remaining COVID-19 State and Local Fiscal Recovery Funds, and adjustments due to project timing of Gateway II and Reecer Creek levee projects in the Stormwater Utility, Seattle Avenue Main Extension and the Mount Stuart Well Refurbishing projects in the Water Utility Fund, and clarifier rebuild, digester and gravity belt thickening (GBT) Electrical Upgrade projects in the Wasterwater Utility Fund.

New items include additional expenditure authority for police operations in 2024 including local funding for SWAT Team supplies due to lack of Federal funding for ongoing support of expiring tactical equipment, increased costs of investigative/communications software, added special events such as the Pride Parade, Traffic Safety Patrols, overtime, and also the anticipated increases in jail medical, and dispatching costs. Other items include a complete re-roof for the Stan Bassett Youth Center (SBYC), telecommunications system extension for Central Washington University (CWU) to reach their airport hanger and flight technology facility, the purchase and installation of modular office space at the City Shop & Warehouse, and increased costs of insuring city operations.

Details of each item, by fund, are included in Table 1, and a summary of the impacts by fund is included in Tables 2 and 3.

Financial Impact:

The proposed ordinance amends the Biennial Budget increasing budgeted 2023 expenditures by \$433,122 and revenue by \$6,009,326 and increasing budgeted 2024 expenditures by \$6,821,075 and revenue by \$5,039,595. The effect of these amendments on the budgeted 2024 ending fund balance is an increase of \$3,794,723.

Budget Adjustment: Yes

Attachments:

1. Table 1 - Supplemental Budget Items by Fund
2. Table 2 - 2023 Summary of Budget Adjustments
3. Table 3 - 2024 Summary of Budget Adjustments
4. Ordinance 4934 - Mid-Biennial Review 2023-2024 Supplemental Budget
5. Exhibits A & B - 2023-2024 Biennial Budget as Amended

Table 1 - 2023-2024 Mid-Biennial Review - Supplemental Budget Items by Fund (First Reading)

Fund / Item	2023				2024			
	Beg. Fund Balance	Revenues	Expenditures	Impact to Ending Fund Balance	Beg. Fund Balance	Revenues	Expenditures	Impact to Ending Fund Balance
General Fund								
Beginning Fund Balance Adjustment	\$0	\$0	\$0	\$0	-\$116,562	\$0	\$0	-\$116,562
Police 2024 Cost increases	\$0	\$0	\$0	\$0	\$0	\$0	\$64,897	-\$64,897
Police Revenue Forecast Update	\$0	-\$22,600	\$0	-\$22,600	\$0	-\$22,600	\$0	-\$22,600
Utility Revenue Update	\$0	\$105,000	\$0	\$105,000	\$0	\$0	\$0	\$0
Origin SmartCity Utility Billing Project Timing	\$0	\$0	\$145,000	-\$145,000	\$0	\$0	\$0	\$0
FISH Warehouse Expansion USDA Grant	\$0	\$900,000	\$900,000	\$0	\$0	\$0	\$0	\$0
DEI Commission Program Support Budget	\$0	\$0	-\$4,078	\$4,078	\$0	\$0	\$5,200	-\$5,200
2024 Medical Insurance Premiums	\$0	\$0	-\$9,693	\$9,693	\$0	\$0	\$339,111	-\$339,111
Historic Preservation Carryforward	\$0	\$0	-\$4,000	\$4,000	\$0	\$0	\$4,000	-\$4,000
Employee Compensation Budget Reconcile - VEBA	\$0	\$0	\$35,962	-\$35,962	\$0	\$0	\$44,362	-\$44,362
Employee Compensation Budget Reconcile - Non-Represented	\$0	\$0	\$35,771	-\$35,771	\$0	\$0	\$26,530	-\$26,530
Employee Compensation Budget Reconcile - OPEIU	\$0	\$0	\$0	\$0	\$0	\$0	\$32,143	-\$32,143
Employee Compensation Budget Reconcile - Teamster Crews	\$0	\$0	\$0	\$0	\$0	\$0	\$78,678	-\$78,678
Legal Intern	\$0	\$0	\$0	\$0	\$0	\$0	\$13,820	-\$13,820
General Fund Total	\$0	\$982,400	\$1,098,962	-\$116,562	-\$116,562	-\$22,600	\$608,741	-\$747,903
Economic Development Investments Fund								
Beginning Fund Balance Adjustment	\$0	\$0	\$0	\$0	-\$49,000	\$0	\$0	-\$49,000
City/ County Economic Development Plan Carryforward	\$0	\$0	\$49,000	-\$49,000	\$0	\$0	\$0	\$0
Economic Development Investments Fund Total	\$0	\$0	\$49,000	-\$49,000	-\$49,000	\$0	\$0	-\$49,000
Art Acquisition Fund								
Beginning Fund Balance Adjustment	\$0	\$0	\$0	\$0	-\$5,544	\$0	\$0	-\$5,544
Bus Shelter Art Carryforward	\$0	\$0	\$5,544	-\$5,544	\$0	\$0	\$0	\$0
Art Acquisition Fund Total	\$0	\$0	\$5,544	-\$5,544	-\$5,544	\$0	\$0	-\$5,544
Grants Fund								
Beginning Fund Balance Adjustment	\$0	\$0	\$0	\$0	-\$1,942,990	\$0	\$0	-\$1,942,990
2024 Medical Insurance Premiums	\$0	\$0	\$0	\$0	\$0	\$0	\$2,925	-\$2,925
Unity Park Carryforward	\$0	\$0	\$1,712,362	-\$1,712,362	\$0	\$0	\$0	\$0
Grants Fund Carryforward	\$0	\$0	\$229,428	-\$229,428	\$0	\$0	\$0	\$0
Employee Compensation Budget Reconcile - VEBA	\$0	\$0	\$1,200	-\$1,200	\$0	\$0	\$1,200	-\$1,200
Employee Compensation Budget Reconcile - Non-Represented	\$0	\$0	\$0	\$0	\$0	\$0	\$935	-\$935
Grants Fund Total	\$0	\$0	\$1,942,990	-\$1,942,990	-\$1,942,990	\$0	\$5,060	-\$1,948,050
Fire Relief & Pension Fund								
Beginning Fund Balance Adjustment	\$0	\$0	\$0	\$0	-\$50,000	\$0	\$0	-\$50,000
Fire Relief & Pension Medical Claims	\$0	\$0	\$50,000	-\$50,000	\$0	\$0	\$0	\$0
2024 Medical Insurance Premiums	\$0	\$0	\$0	\$0	\$0	\$0	\$108,392	-\$108,392
Fire Relief & Pension Fund Total	\$0	\$0	\$50,000	-\$50,000	-\$50,000	\$0	\$108,392	-\$158,392

Table 1 Continued - 2023-2024 Mid-Biennial Review - Supplemental Budget Items by Fund (First Reading)

Fund / Item	2023				2024			
	Beg. Fund Balance	Revenues	Expenditures	Impact to Ending Fund Balance	Beg. Fund Balance	Revenues	Expenditures	Impact to Ending Fund Balance
Street Fund								
Beginning Fund Balance Adjustment	\$0	\$0	\$0	\$0	-\$420	\$0	\$0	-\$420
2024 Medical Insurance Premiums	\$0	\$0	\$0	\$0	\$0	\$0	\$886	-\$886
Safe Streets for All (SS4A) Grant - Safety Action Plan	\$0	\$0	\$0	\$0	\$0	\$160,000	\$200,000	-\$40,000
Employee Compensation Budget Reconcile - VEBA	\$0	\$0	\$420	-\$420	\$0	\$0	\$8,820	-\$8,820
Employee Compensation Budget Reconcile - Non-Represented	\$0	\$0	\$0	\$0	\$0	\$0	\$294	-\$294
Employee Compensation Budget Reconcile - Teamster Crews	\$0	\$0	\$0	\$0	\$0	\$0	\$68,554	-\$68,554
Street Fund Total	\$0	\$0	\$420	-\$420	-\$420	\$160,000	\$278,555	-\$118,975
Arterial Street Fund								
Beginning Fund Balance Adjustment	\$0	\$0	\$0	\$0	\$17,000	\$0	\$0	\$17,000
5th and RR Signal-Distressed County Sales Tax Awarded	\$0	\$32,000	\$0	\$32,000	\$0	\$0	\$0	\$0
Traffic Count- Grant Awarded	\$0	\$30,000	\$45,000	-\$15,000	\$0	\$0	\$0	\$0
University Way Overlay - Grant Awarded	\$0	\$0	\$0	\$0	\$0	\$956,690	\$606,000	\$350,690
Arterial Street Fund Total	\$0	\$62,000	\$45,000	\$17,000	\$17,000	\$956,690	\$606,000	\$367,690
Public Transit Fund								
Beginning Fund Balance Adjustment	\$0	\$0	\$0	\$0	\$770,220	\$0	\$0	\$770,220
Special Transportation Needs Grant '23-'25	\$0	\$8,436	\$0	\$8,436	\$0	\$0	\$0	\$0
WSDOT Consolidated Federal Indirect Grant '23-'25	\$0	\$757,500	\$0	\$757,500	\$0	\$1,515,000	\$0	\$1,515,000
WSDOT Transit Support Grant '23-'25	\$0	\$0	\$0	\$0	\$0	\$266,251	\$0	\$266,251
Bus Shelter Art Carryforward	\$0	\$5,544	\$0	\$5,544	\$0	\$0	\$0	\$0
2024 Medical Insurance Premiums	\$0	\$0	\$0	\$0	\$0	\$0	\$5,320	-\$5,320
Employee Compensation Budget Reconcile - VEBA	\$0	\$0	\$1,260	-\$1,260	\$0	\$0	\$1,260	-\$1,260
Employee Compensation Budget Reconcile - Non-Represented	\$0	\$0	\$0	\$0	\$0	\$0	\$949	-\$949
Public Transit Fund Total	\$0	\$771,480	\$1,260	\$770,220	\$770,220	\$1,781,251	\$7,529	\$2,543,942
Criminal Justice Fund								
Beginning Fund Balance Adjustment	\$0	\$0	\$0	\$0	\$148,800	\$0	\$0	\$148,800
Police 2024 Carryforward & Cost Increases	\$0	\$0	-\$150,000	\$150,000	\$0	\$0	\$217,200	-\$217,200
2024 Medical Insurance Premiums	\$0	\$0	\$0	\$0	\$0	\$0	\$8,318	-\$8,318
Employee Compensation Budget Reconcile - VEBA	\$0	\$0	\$1,200	-\$1,200	\$0	\$0	\$1,200	-\$1,200
Employee Compensation Budget Reconcile - Non-Represented	\$0	\$0	\$0	\$0	\$0	\$0	\$1,562	-\$1,562
Employee Compensation Budget Reconcile - OPEIU	\$0	\$0	\$0	\$0	\$0	\$0	\$1,120	-\$1,120
Criminal Justice Fund Total	\$0	\$0	-\$148,800	\$148,800	\$148,800	\$0	\$229,400	-\$80,600
Park Acquisition Fund								
Beginning Fund Balance Adjustment	\$0	\$0	\$0	\$0	-\$113,000	\$0	\$0	-\$113,000
Rotary Park Fieldlights Carryforward and Supplemental	\$0	\$0	\$113,000	-\$113,000	\$0	\$0	\$0	\$0
Park Acquisition Fund Total	\$0	\$0	\$113,000	-\$113,000	-\$113,000	\$0	\$0	-\$113,000

Table 1 Continued - 2023-2024 Mid-Biennial Review - Supplemental Budget Items by Fund (First Reading)

Fund / Item	2023				2024			
	Beg. Fund Balance	Revenues	Expenditures	Impact to Ending Fund Balance	Beg. Fund Balance	Revenues	Expenditures	Impact to Ending Fund Balance
Lodging Tax Fund								
Beginning Fund Balance Adjustment	\$0	\$0	\$0	\$0	-\$2,000	\$0	\$0	-\$2,000
Consolidated Lodging Tax Program Contractual Contribution	\$0	\$0	\$2,000	-\$2,000	\$0	\$0	\$35,753	-\$35,753
Lodging Tax Fund Total	\$0	\$0	\$2,000	-\$2,000	-\$2,000	\$0	\$35,753	-\$37,753
2017 GO Bond Debt Service Fund								
Beginning Fund Balance Adjustment	\$0	\$0	\$0	\$0	-\$1,000	\$0	\$0	-\$1,000
Debt Service Administrative Fees	\$0	\$0	\$1,000	-\$1,000	\$0	\$0	\$1,000	-\$1,000
2017 GO Bond Debt Service Fund Total	\$0	\$0	\$1,000	-\$1,000	-\$1,000	\$0	\$1,000	-\$2,000
2010 GO Bond Debt Service Fund								
Beginning Fund Balance Adjustment	\$0	\$0	\$0	\$0	-\$1,000	\$0	\$0	-\$1,000
Debt Service Administrative Fees	\$0	\$0	\$1,000	-\$1,000	\$0	\$0	\$1,000	-\$1,000
2010 GO Bond Debt Service Fund Total	\$0	\$0	\$1,000	-\$1,000	-\$1,000	\$0	\$1,000	-\$2,000
Sidewalk Fund								
Beginning Fund Balance Adjustment	\$0	\$0	\$0	\$0	-\$230,556	\$0	\$0	-\$230,556
Liberty Bible Church Paverstone Project	\$0	\$0	\$230,556	-\$230,556	\$0	\$16,053	\$0	\$16,053
Sidewalk Fund Total	\$0	\$0	\$230,556	-\$230,556	-\$230,556	\$16,053	\$0	-\$214,503
Fieldhouse Fund								
Beginning Fund Balance Adjustment	\$0	\$0	\$0	\$0	\$3,619,256	\$0	\$0	\$3,619,256
Fieldhouse Project	\$0	\$4,741,556	\$1,122,300	\$3,619,256	\$0	\$0	\$0	\$0
Fieldhouse Fund Total	\$0	\$4,741,556	\$1,122,300	\$3,619,256	\$3,619,256	\$0	\$0	\$3,619,256
Capital Improvement Bond Projects Fund								
Beginning Fund Balance Adjustment	\$0	\$0	\$0	\$0	-\$51,436	\$0	\$0	-\$51,436
Stan Bassett Youth Center Re-roof	\$0	\$0	\$51,436	-\$51,436	\$0	\$0	\$0	\$0
Capital Improvement Bond Projects Fund Total	\$0	\$0	\$51,436	-\$51,436	-\$51,436	\$0	\$0	-\$51,436
Electric Utility Fund								
Beginning Fund Balance Adjustment	\$0	\$0	\$0	\$0	-\$12,684	\$0	\$0	-\$12,684
2024 Medical Insurance Premiums	\$0	\$0	\$0	\$0	\$0	\$0	\$46,745	-\$46,745
Employee Compensation Budget Reconcile - VEBA	\$0	\$0	\$12,684	-\$12,684	\$0	\$0	\$12,684	-\$12,684
Employee Compensation Budget Reconcile - Non-Represented	\$0	\$0	\$0	\$0	\$0	\$0	\$5,115	-\$5,115
Employee Compensation Budget Reconcile - OPEIU	\$0	\$0	\$0	\$0	\$0	\$0	\$2,072	-\$2,072
Electric Utility Fund Total	\$0	\$0	\$12,684	-\$12,684	-\$12,684	\$0	\$66,616	-\$79,300

Table 1 Continued - 2023-2024 Mid-Biennial Review - Supplemental Budget Items by Fund (First Reading)

Fund / Item	2023				2024			
	Beg. Fund Balance	Revenues	Expenditures	Impact to Ending Fund Balance	Beg. Fund Balance	Revenues	Expenditures	Impact to Ending Fund Balance
Natural Gas Utility Fund								
Beginning Fund Balance Adjustment	\$0	\$0	\$0	\$0	\$1,841,095	\$0	\$0	\$1,841,095
2024 Medical Insurance Premiums	\$0	\$0	\$0	\$0	\$0	\$0	\$22,372	-\$22,372
System Expansion & Loop Design - Asphalt Plant	\$0	\$0	\$171,598	-\$171,598	\$0	\$0	\$0	\$0
Employee Compensation Budget Reconcile - VEBA	\$0	\$0	\$3,672	-\$3,672	\$0	\$0	\$12,072	-\$12,072
Employee Compensation Budget Reconcile - Non-Represented	\$0	\$0	\$0	\$0	\$0	\$0	\$3,006	-\$3,006
Employee Compensation Budget Reconcile - OPEIU	\$0	\$0	\$0	\$0	\$0	\$0	\$1,150	-\$1,150
Employee Compensation Budget Reconcile - Teamster Crews	\$0	\$0	\$0	\$0	\$0	\$0	\$55,522	-\$55,522
CCA Budget Reconcile Adjustments	\$0	\$0	-\$2,016,365	\$2,016,365	\$0	\$0	\$0	\$0
Natural Gas Utility Fund Total	\$0	\$0	-\$1,841,095	\$1,841,095	\$1,841,095	\$0	\$94,122	\$1,746,973
Stormwater Utility Fund								
Beginning Fund Balance Adjustment	\$0	\$0	\$0	\$0	\$140,304	\$0	\$0	\$140,304
2024 Medical Insurance Premiums	\$0	\$0	\$0	\$0	\$0	\$0	\$9,381	-\$9,381
Gateway II Project Timing	\$0	\$0	-\$150,000	\$150,000	\$0	\$0	\$150,000	-\$150,000
Reecer Creek Levee Project Timing	\$0	-\$888,376	-\$880,000	-\$8,376	\$0	\$1,238,363	\$880,000	\$358,363
Flood Control Assistance Account Program (FCAAP) Grant	\$0	\$0	\$0	\$0	\$0	\$300,000	\$400,000	-\$100,000
2023-2025 Stormwater Capacity Grant	\$0	\$0	\$0	\$0	\$0	\$130,000	\$130,000	\$0
Employee Compensation Budget Reconcile - VEBA	\$0	\$0	\$1,320	-\$1,320	\$0	\$0	\$1,320	-\$1,320
Employee Compensation Budget Reconcile - Non-Represented	\$0	\$0	\$0	\$0	\$0	\$0	\$1,106	-\$1,106
Employee Compensation Budget Reconcile - OPEIU	\$0	\$0	\$0	\$0	\$0	\$0	\$1,065	-\$1,065
Stormwater Utility Fund Total	\$0	-\$888,376	-\$1,028,680	\$140,304	\$140,304	\$1,668,363	\$1,572,872	\$235,795
Stormwater Bond Fund								
Beginning Fund Balance Adjustment	\$0	\$0	\$0	\$0	-\$446,205	\$0	\$0	-\$446,205
Stormwater Bond Projects	\$0	\$0	\$362,381	-\$362,381	\$0	\$0	\$0	\$0
Reecer Cr.Flood Hazard Reduction & Floodplain Restoration Prc	\$0	\$0	\$83,824	-\$83,824	\$0	\$0	\$0	\$0
Stormwater Bond Fund Total	\$0	\$0	\$446,205	-\$446,205	-\$446,205	\$0	\$0	-\$446,205
Telecommunications Utility Fund								
Beginning Fund Balance Adjustment	\$0	\$0	\$0	\$0	\$13,394	\$0	\$0	\$13,394
Construct Fiber for CWU to Airport	\$0	\$63,574	\$50,000	\$13,574	\$0	\$0	\$0	\$0
2024 Medical Insurance Premiums	\$0	\$0	\$0	\$0	\$0	\$0	\$872	-\$872
Employee Compensation Budget Reconcile - VEBA	\$0	\$0	\$180	-\$180	\$0	\$0	\$180	-\$180
Employee Compensation Budget Reconcile - Non-Represented	\$0	\$0	\$0	\$0	\$0	\$0	\$181	-\$181
Telecommunications Utility Fund Total	\$0	\$63,574	\$50,180	\$13,394	\$13,394	\$0	\$1,233	\$12,161

Table 1 Continued - 2023-2024 Mid-Biennial Review - Supplemental Budget Items by Fund (First Reading)

Fund / Item	2023				2024			
	Beg. Fund Balance	Revenues	Expenditures	Impact to Ending Fund Balance	Beg. Fund Balance	Revenues	Expenditures	Impact to Ending Fund Balance
Water Utility Fund								
Beginning Fund Balance Adjustment	\$0	\$0	\$0	\$0	\$471,884	\$0	\$0	\$471,884
2024 Medical Insurance Premiums	\$0	\$0	\$0	\$0	\$0	\$0	\$207	-\$207
Seattle Main Extension Project Timing	\$0	\$0	-\$323,000	\$323,000	\$0	\$0	\$323,000	-\$323,000
Mount Stuart Well Refurbishing Project Timing	\$0	\$0	-\$150,000	\$150,000	\$0	\$0	\$150,000	-\$150,000
Employee Compensation Budget Reconcile - VEBA	\$0	\$0	\$1,116	-\$1,116	\$0	\$0	\$9,516	-\$9,516
Employee Compensation Budget Reconcile - Non-Represented	\$0	\$0	\$0	\$0	\$0	\$0	\$832	-\$832
Employee Compensation Budget Reconcile - Teamster Crews	\$0	\$0	\$0	\$0	\$0	\$0	\$62,664	-\$62,664
Water Utility Fund Total	\$0	\$0	-\$471,884	\$471,884	\$471,884	\$0	\$546,219	-\$74,335
Water Construction Fund								
Beginning Fund Balance Adjustment	\$0	\$0	\$0	\$0	-\$222,000	\$0	\$0	-\$222,000
Craig's Hill Pressure Zone Project Timing	\$0	\$0	\$222,000	-\$222,000	\$0	\$0	-\$200,000	\$200,000
Water Construction Fund Total	\$0	\$0	\$222,000	-\$222,000	-\$222,000	\$0	-\$200,000	-\$22,000
Sewer Utility Fund								
Beginning Fund Balance Adjustment	\$0	\$0	\$0	\$0	\$2,199,100	\$0	\$0	\$2,199,100
Clarifier rebuild & Digester & GBT Electrical Upgrade project tin	\$0	\$0	-\$2,200,000	\$2,200,000	\$0	\$0	\$2,200,000	-\$2,200,000
2024 Medical Insurance Premiums	\$0	\$0	\$0	\$0	\$0	\$0	-\$2,496	\$2,496
Employee Compensation Budget Reconcile - VEBA	\$0	\$0	\$900	-\$900	\$0	\$0	\$14,100	-\$14,100
Employee Compensation Budget Reconcile - Non-Represented	\$0	\$0	\$0	\$0	\$0	\$0	\$699	-\$699
Employee Compensation Budget Reconcile - Teamster Crews	\$0	\$0	\$0	\$0	\$0	\$0	\$64,989	-\$64,989
Sewer Utility Fund Total	\$0	\$0	-\$2,199,100	\$2,199,100	\$2,199,100	\$0	\$2,277,292	-\$78,192
Shop & Warehouse Fund								
Beginning Fund Balance Adjustment	\$0	\$0	\$0	\$0	\$153,872	\$0	\$0	\$153,872
2024 Medical Insurance Premiums	\$0	\$0	\$0	\$0	\$0	\$0	\$5,987	-\$5,987
Equipment Purchase & Delivery Timing	\$0	\$48,868	-\$106,132	\$155,000	\$0	-\$34,068	\$120,932	-\$155,000
Modular Office Space	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	-\$100,000
Employee Compensation Budget Reconcile - VEBA	\$0	\$0	\$1,128	-\$1,128	\$0	\$0	\$9,528	-\$9,528
Employee Compensation Budget Reconcile - Non-Represented	\$0	\$0	\$0	\$0	\$0	\$0	\$847	-\$847
Employee Compensation Budget Reconcile - Teamster Crews	\$0	\$0	\$0	\$0	\$0	\$0	\$31,755	-\$31,755
Shop & Warehouse Fund Total	\$0	\$48,868	-\$105,004	\$153,872	\$153,872	-\$34,068	\$269,049	-\$149,245
General Facilities Internal Service Fund								
Beginning Fund Balance Adjustment	\$0	\$0	\$0	\$0	-\$9,693	\$0	\$0	-\$9,693
2024 Medical Insurance Premiums	\$0	\$0	\$9,693	-\$9,693	\$0	\$0	-\$458	\$458
Employee Compensation Budget Reconcile - VEBA	\$0	\$0	\$0	\$0	\$0	\$0	\$1,200	-\$1,200
Employee Compensation Budget Reconcile - Teamster Crews	\$0	\$0	\$0	\$0	\$0	\$0	\$6,592	-\$6,592

Table 1 Continued - 2023-2024 Mid-Biennial Review - Supplemental Budget Items by Fund (First Reading)

Fund / Item	2023				2024			
	Beg. Fund Balance	Revenues	Expenditures	Impact to Ending Fund Balance	Beg. Fund Balance	Revenues	Expenditures	Impact to Ending Fund Balance
General Facilities Internal Service Fund Total	\$0	\$0	\$9,693	-\$9,693	-\$9,693	\$0	\$7,334	-\$17,027
Risk Management Internal Service Fund								
Beginning Fund Balance Adjustment	\$0	\$0	\$0	\$0	-\$36,095	\$0	\$0	-\$36,095
Insurance Cost Increases	\$0	\$0	\$36,095	-\$36,095	\$0	\$0	\$271,925	-\$271,925
Risk Management Internal Service Fund Total	\$0	\$0	\$36,095	-\$36,095	-\$36,095	\$0	\$271,925	-\$308,020
Health & Benefits Internal Service Fund								
Beginning Fund Balance Adjustment	\$0	\$0	\$0	\$0	-\$150,426	\$0	\$0	-\$150,426
2024 Medical Insurance Premiums	\$0	\$227,824	\$378,250	-\$150,426	\$0	\$513,906	\$0	\$513,906
Health & Benefits Internal Service Fund Total	\$0	\$227,824	\$378,250	-\$150,426	-\$150,426	\$513,906	\$0	\$363,480
IT Internal Service Fund								
Beginning Fund Balance Adjustment	\$0	\$0	\$0	\$0	-\$364,110	\$0	\$0	-\$364,110
Origin SmartCity Utility Billing Project Timing	\$0	\$0	\$192,107	-\$192,107	\$0	\$0	\$0	\$0
2024 Medical Insurance Premiums	\$0	\$0	\$0	\$0	\$0	\$0	\$16,172	-\$16,172
Employee Compensation Budget Reconcile - VEBA	\$0	\$0	\$4,896	-\$4,896	\$0	\$0	\$4,896	-\$4,896
Employee Compensation Budget Reconcile - Non-Represented	\$0	\$0	\$167,107	-\$167,107	\$0	\$0	\$3,875	-\$3,875
IT Internal Service Fund Total	\$0	\$0	\$364,110	-\$364,110	-\$364,110	\$0	\$24,943	-\$389,053
GIS Internal Service Fund								
Beginning Fund Balance Adjustment	\$0	\$0	\$0	\$0	\$6,000	\$0	\$0	\$6,000
GIS Training Carryforward	\$0	\$0	-\$6,000	\$6,000	\$0	\$0	\$6,000	-\$6,000
Employee Compensation Budget Reconcile - OPEIU	\$0	\$0	\$0	\$0	\$0	\$0	\$2,041	-\$2,041
GIS Internal Service Fund Total	\$0	\$0	-\$6,000	\$6,000	\$6,000	\$0	\$8,041	-\$2,041
Grand Total	\$0	\$6,009,326	\$433,122	\$5,576,204	\$5,576,204	\$5,039,595	\$6,821,075	\$3,794,723

Table 2
City of Ellensburg
2023 Summary of Budget Adjustments

Fund/Department	Budgeted Beg Fund Balance	2023 Revenues	2023 Expenditures	Budgeted Ending Fund Balance
Total General Fund	\$0	\$982,400	\$1,098,962	-\$116,562
Budgeted General Sub-Funds				
Economic Development		0	49,000	-\$49,000
Sales Tax				\$0
Art Acquisitions		0	5,544	-\$5,544
COVID-19 Grants			1,942,990	-\$1,942,990
Library Trust				\$0
Hal Holmes Trust				\$0
Fire Relief & Pension Trust			50,000	-\$50,000
Total Budgeted General Sub-Funds	0	0	2,047,534	-\$2,047,534
Special Revenue Funds:				
Street		0	420	-\$420
Arterial Street		62,000	45,000	\$17,000
Traffic Impact Fee				\$0
Ellensburg Public Transit		771,480	1,260	\$770,220
Criminal Justice		0	-148,800	\$148,800
Drug				\$0
CATV Ops. and & Maint.				\$0
CATV Capital	0			\$0
Park Acquisitions			113,000	-\$113,000
Lodging Tax		0	2,000	-\$2,000
Affordable Housing				\$0
Total Special Revenue Funds	0	833,480	12,880	\$820,600
Debt Service Funds				
Capital Imprv. Debt			1,000	-\$1,000
2010 Maintenance Bond			1,000	-\$1,000
Library Bond Debt				\$0
LID Guarantee Fund				\$0
Total Debt Service Funds	0	0	2,000	-\$2,000
Capital Project Funds				
2010 GO Maint Bond Fund	0	4,741,556	1,122,300	\$3,619,256
Capital Imprv. Bond Projects		0	51,436	-\$51,436
Sidewalk Improvements		0	230,556	-\$230,556
Recreation Facilities				\$0
Total Capital Project Funds	0	4,741,556	1,404,292	\$3,337,264
Enterprise Funds				
Stormwater		-888,376	-1,028,680	\$140,304
Stormwater Bond			446,205	-\$446,205
Telecommunications		63,574	50,180	\$13,394
Gas		0	-1,841,095	\$1,841,095
Light			12,684	-\$12,684
Water		0	-471,884	\$471,884
Water Construction			222,000	-\$222,000
Sewer		0	-2,199,100	\$2,199,100
Total Enterprise Funds	0	-824,802	-4,809,690	\$3,984,888
Internal Service Funds				
Shop & Equipment		48,868	-105,004	\$153,872
General Facilities			9,693	-\$9,693
Health Insurance		227,824	378,250	-\$150,426
Risk Management		0	36,095	-\$36,095
IT Fund			364,110	-\$364,110
GIS Fund		0	-6,000	\$6,000
Total Internal Service Funds	0	276,692	677,144	-\$400,452
Grand Total	\$0	\$6,009,326	\$433,122	\$5,576,204

Table 3
City of Ellensburg
2024 Summary of Budget Adjustments

Fund/Department	Budgeted Beg Fund Balance	2024 Revenues	2024 Expenditures	Budgeted Ending Fund Balance
Total General Fund	-\$116,562	-\$22,600	\$608,741	-\$747,903
Budgeted General Sub-Funds				
Economic Development	-49,000	0	0	-49,000
Sales Tax	0			0
Art Acquisitions	-5,544			-5,544
COVID-19 Grants	-1,942,990	0	5,060	-1,948,050
Library Trust	0			0
Hal Holmes Trust	0			0
Fire Relief & Pension Trust	-50,000		108,392	-158,392
Total Budgeted General Sub-Funds	-2,047,534	0	113,452	-2,160,986
Special Revenue Funds:				
Street	-420	160,000	278,555	-118,975
Arterial Street	17,000	956,690	606,000	367,690
Traffic Impact Fee	0			0
Ellensburg Public Transit	770,220	1,781,251	7,529	2,543,942
Criminal Justice	148,800	0	229,400	-80,600
Drug	0			0
CATV Ops. and & Maint.	0			0
CATV Capital	0			0
Park Acquisitions	-113,000	0	0	-113,000
Lodging Tax	-2,000	0	35,753	-37,753
Affordable Housing	0		0	0
Total Special Revenue Funds	820,600	2,897,941	1,157,237	2,561,304
Debt Service Funds				
Capital Imprv. Debt	-1,000		1,000	-2,000
2010 Maintenance Bond	-1,000		1,000	-2,000
Library Bond Debt	0			0
LID Guarantee Fund	0			0
Total Debt Service Funds	-2,000	0	2,000	-4,000
Capital Project Funds				
2010 GO Maint Bond Fund	3,619,256	0	0	3,619,256
Capital Imprv. Bond Projects	-51,436			-51,436
Sidewalk Improvements	-230,556	16,053	0	-214,503
Recreation Facilities	0	0	0	0
Total Capital Project Funds	3,337,264	16,053	0	3,353,317
Enterprise Funds				
Stormwater	140,304	1,668,363	1,572,872	235,795
Stormwater Bond	-446,205		0	-446,205
Telecommunications	13,394		1,233	12,161
Gas	1,841,095	0	94,122	1,746,973
Light	-12,684		66,616	-79,300
Water	471,884	0	546,219	-74,335
Water Construction	-222,000		-200,000	-22,000
Sewer	2,199,100	0	2,277,292	-78,192
Total Enterprise Funds	3,984,888	1,668,363	4,358,355	1,294,896
Internal Service Funds				
Shop & Equipment	153,872	-34,068	269,049	-149,245
General Facilities	-9,693		7,334	-17,027
Health Insurance	-150,426	513,906	0	363,480
Risk Management	-36,095	0	271,925	-308,020
IT Fund	-364,110		24,943	-389,053
GIS Fund	6,000	0	8,041	-2,041
Total Internal Service Funds	-400,452	479,838	581,291	-501,905
Grand Total	\$5,576,204	\$5,039,595	\$6,821,075	\$3,794,723

ORDINANCE NO. 4934

AN ORDINANCE AMENDING THE 2023-2024 BIENNIAL BUDGET OF THE CITY OF ELLENSBURG AS SET FORTH IN ORDINANCE NO. 4900 AND PREVIOUSLY AMENDED AS SET FORTH IN ORDINANCE NO. 4923 TO ADJUST APPROPRIATIONS IN THE CITY'S FUNDS.

WHEREAS, the City Council approved Ordinance No. 4900, which adopted a biennial budget for fiscal years 2023-2024; and

WHEREAS, Ch. 35A.34 RCW provides procedures for adopting, managing, and amending a biennial budget; and

WHEREAS, the City Manager has identified the need to make certain revisions to the 2023-2024 biennial budget; and

WHEREAS, the City Council has conducted a public hearing on 2024 proposed revenue sources at its October 2, 2023 regular meeting; and

WHEREAS, the City Council has conducted a public hearing regarding the Mid-Biennial Review and 2023-2024 Supplemental Budget at its December 4, 2023 regular meeting;

WHEREAS, the City Council has reviewed the proposed adjustments to the budget and has determined that they should be made;

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

Section 1. **2023-2024 Supplemental Budget.** The 2023-2024 biennial budget for the City of Ellensburg for the period January 1, 2023 through December 31, 2024, as authorized in Ordinance 4900 and previously amended in Ordinance 4923 is hereby amended as revised in attached Exhibits A and B, and are hereby appropriated for expenditure at the fund level during the 2023-2024 biennium.

Section 2. **Severability.** If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase 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, being an exercise of a power specifically delegated to the City legislative body, is not subject to referendum, and shall take effect five (5) days after passage and publication of the ordinance or a summary thereof consisting of the title.

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

Mayor

Attest:

City Clerk

Approved as to form:

CITY ATTORNEY

I, Beth Leader, City Clerk of said City, do hereby certify that Ordinance No. 4934 is a true and correct copy of said Ordinance of like number as the same was passed by said Council, that Ordinance No. 4934 was published as required by law.

Beth Leader, City Clerk

Ordinance 4934 - Exhibit A (Supplemental Budget Ordinance)

City of Ellensburg

2023 Budget Table - All Funds as Amended

Fund/Department	Budgeted Beg Fund Balance	2023 Revenues	2023 Expenditures	Budgeted Ending Fund Balance
Total General Fund	4,297,317	19,124,351	20,866,858	2,554,811
Budgeted General Sub-Funds				
Economic Development	654,662	0	49,000	605,662
Sales Tax	4,680,768	6,296,280	7,737,767	3,239,281
Art Acquisitions	47,181	51,000	64,544	33,637
COVID-19 Grants	5,024,069	0	2,520,588	2,503,481
Library Trust	324,103	4,900	8,800	320,203
Hal Holmes Trust	153,128	10,500	10,000	153,628
Fire Relief & Pension Trust	707,337	199,737	191,909	715,165
Total Budgeted General Sub-Funds	11,591,249	6,562,417	10,582,608	7,571,058
				7,571,058
Special Revenue Funds:				
Street	1,782,075	2,597,582	3,405,679	973,979
Arterial Street	592,375	8,223,111	7,075,286	1,740,200
Traffic Impact Fee	285,837	379,387	298,870	366,355
Ellensburg Public Transit	3,511,760	3,340,585	2,694,984	4,157,360
Criminal Justice	2,788,774	1,532,560	2,252,446	2,068,888
Drug	29,403	3,100	22,385	10,118
CATV Ops. and & Maint.	117,221	101,998	115,470	103,749
CATV Capital	0	65,000	65,000	0
Park Acquisitions	557,641	122,661	533,000	147,302
Lodging Tax	911,672	690,000	357,313	1,244,359
Affordable Housing	2,448,165	1,187,160	1,877,500	1,757,825
Total Special Revenue Funds	13,024,923	18,243,144	18,697,933	12,570,134
Debt Service Funds				
Capital Imprv. Debt	362,381	562,327	563,326	361,382
2010 Maintenance Bond	87,215	187,003	188,003	86,215
Library Bond Debt	82,018	0	0	82,018
LID Guarantee Fund	140,785	0	0	140,785
Total Debt Service Funds	672,399	749,330	751,329	670,400
Capital Project Funds				
2010 GO Maint Bond Fund	0	4,741,556	1,122,300	3,619,256
Capital Imprv. Bond Projects	520,273	0	51,436	468,837
Sidewalk Improvements	1,096,838	448,000	999,268	545,570
Recreation Facilities	0	380,000	0	380,000
Total Capital Project Funds	1,617,111	5,569,556	2,173,004	5,013,663
Enterprise Funds				
Stormwater	1,087,297	2,074,943	1,943,114	1,219,126
Stormwater Bond	1,165,638	0	1,165,638	0
Telecommunications	346,794	1,114,150	1,161,630	299,314
Gas	3,411,575	10,966,047	11,306,551	3,071,072
Light	13,522,336	21,852,960	26,091,009	9,284,288
Water	6,312,186	6,530,244	7,413,265	5,429,165
Water Construction	3,254,792	0	1,972,000	1,282,792
Sewer	7,555,399	8,330,355	8,612,175	7,273,579
Total Enterprise Funds	36,656,018	50,868,699	59,665,381	27,859,335
Internal Service Funds				
Shop & Equipment	8,959,502	2,707,688	2,629,433	9,037,757
General Facilities	0	630,424	596,822	33,602
Health Insurance	1,242,634	2,651,648	3,066,253	828,029
Risk Management	1,451,037	688,102	973,193	1,165,946
IT Fund	1,965,571	1,981,828	3,263,442	683,957
GIS Fund	314,822	519,467	556,433	277,856
Total Internal Service Funds	13,933,566	9,179,157	11,085,576	12,027,148
Grand Total	\$81,792,584	\$110,296,655	\$123,822,689	\$68,266,550

Ordinance 4934 - Exhibit B (Supplemental Budget Ordinance)

City of Ellensburg

2024 Budget Table - All Funds as Amended

Fund/Department	Budgeted Beg Fund Balance	2024 Revenues	2024 Expenditures	Budgeted Ending Fund Balance
Total General Fund	\$2,554,811	\$19,438,696	\$20,847,762	\$1,145,744
Budgeted General Sub-Funds				
Economic Development	605,662	0	0	605,662
Sales Tax	3,239,281	6,515,811	8,770,693	984,399
Art Acquisitions	33,637	51,000	59,000	25,637
COVID-19 Grants	2,503,481	0	188,262	2,315,219
Library Trust	320,203	7,500	8,800	318,903
Hal Holmes Trust	153,628	10,500	10,000	154,128
Fire Relief & Pension Trust	715,165	190,737	255,986	649,917
Total Budgeted General Sub-Funds	7,571,058	6,775,548	9,292,741	5,053,866
Special Revenue Funds:				
Street	973,979	3,017,122	3,610,331	380,770
Arterial Street	1,740,200	4,011,476	4,261,747	1,489,929
Traffic Impact Fee	366,355	372,387	642,384	96,358
Ellensburg Public Transit	4,157,360	4,248,756	2,495,829	5,910,287
Criminal Justice	2,068,888	1,556,822	2,262,175	1,363,535
Drug	10,118	3,100	5,000	8,218
CATV Ops. and & Maint.	103,749	100,198	110,529	93,418
CATV Capital	0	0	0	0
Park Acquisitions	147,302	102,261	0	249,563
Lodging Tax	1,244,359	687,000	366,066	1,565,293
Affordable Housing	1,757,825	820,406	682,500	1,895,731
Total Special Revenue Funds	12,570,134	14,919,529	14,436,561	13,053,101
Debt Service Funds				
Capital Imprv. Debt	361,382	562,327	563,326	360,383
2010 Maintenance Bond	86,215	187,003	188,003	85,215
Library Bond Debt	82,018	0	0	82,018
LID Guarantee Fund	140,785	0	0	140,785
Total Debt Service Funds	670,400	749,330	751,329	668,401
Capital Project Funds				
2010 GO Maint Bond Fund	3,619,256	0	0	3,619,256
Capital Imprv. Bond Projects	468,837	0	0	468,837
Sidewalk Improvements	545,570	422,053	586,000	381,623
Recreation Facilities	380,000	380,000	760,000	0
Total Capital Project Funds	5,013,663	802,053	1,346,000	4,469,716
Enterprise Funds				
Stormwater	1,219,126	3,768,287	3,652,886	1,334,527
Stormwater Bond	0	0	0	0
Telecommunications	299,314	410,324	372,389	337,249
Gas	3,071,072	12,881,248	13,714,635	2,237,684
Light	9,284,288	21,752,965	24,422,107	6,615,145
Water	5,429,165	6,555,464	8,130,524	3,854,106
Water Construction	1,282,792	0	1,010,000	272,792
Sewer	7,273,579	6,923,113	9,604,785	4,591,907
Total Enterprise Funds	27,859,335	52,291,401	60,907,326	19,243,410
Internal Service Funds				
Shop & Equipment	9,037,757	2,812,252	2,880,737	8,969,272
General Facilities	33,602	630,424	557,717	106,309
Health Insurance	828,029	3,047,821	2,703,393	1,172,457
Risk Management	1,165,946	688,102	1,209,023	645,025
IT Fund	692,623	2,788,500	2,931,579	549,545
GIS Fund	269,190	309,244	368,844	209,590
Total Internal Service Funds	12,027,148	10,276,344	10,651,293	11,652,199
Grand Total	\$68,266,550	\$105,252,901	\$118,233,012	\$55,286,438



Meeting Date: December 4, 2023
City of Ellensburg
City Council Agenda Report

Agenda Subject: Public Hearing to Consider Land Development Code Amendments and First Reading of Ordinance 4935 (Public Comment Opportunity)

Submitted by: Jeremy Johnston, Planning Manager

Department: Community Development

Suggested Motion/Action:

Provide a decision on each of five proposed Land Development Code amendments and conduct first reading of Ordinance 4935

Background/Summary:

The City of Ellensburg is initiating a land development code amendment cycle pursuant to ECC 15.250.100. Amendments to the Land Development Code require a Type V process which includes a recommendation from the Planning Commission to the City Council on the proposed amendments. The amendments include one citizen proposed item and four items proposed by staff and city officials. Attached Ordinance 4935 depicts the proposed edits. Additions are underlined and deleted items are indicated with a strikethrough.

Previous Council Action:

None

Analysis:

Five amendments have been prepared for consideration by the City Council. The proposed items are as follows:

Item 23-01 – This item was proposed by Community Development and City Management. This amendment will reassign the responsibility of Conditional Use decisions from the Planning Commission to the City of Ellensburg Hearing Examiner.

Currently the Planning Commission is assigned the duty of Conditional Use Permit decisions. Conditional Use Permit (CUP) decisions can often be contentious and therefore benefit from a strong understanding of land use regulations and their application, impact mitigation methods, and familiarity with process requirements (noticing, appeals, etc.) to help avoid appeals of the decision.

The City of Ellensburg contracts with a Hearing Examiner to consider certain land use applications. This helps to remove political and social pressures from land use decisions by providing a neutral decision maker. Additionally, a Hearing Examiner's land use experience can mitigate risk of litigation due to improper application of City, State and Federal regulations. Land use decisions, such as Conditional Use Permits, are highly technical and

can involve multiple code sections at every regulatory level. The Hearing Examiner's education, training, and experience provide expert consideration of whether a proposed conditional use complies with code.

The Planning Commission performs an important role as a recommendation body to City Council, offering necessary guidance regarding regulations and policy development. The varied experiences of its members provide a solid framework for understanding community needs and reflecting those needs in its recommendations to the City Council. This role would continue under the proposed changes.

Reassigning the Hearing Examiner as the decision maker for Conditional Use Permit applications will remove any external pressures, perceived or otherwise, that might apply to CUP decisions made by the Planning Commission and reduce litigation risks to the city.

This proposal will amend sections 15.110.060 and 15.210.050 of the Ellensburg City Code as indicated in Ordinance 4935 attached to this staff report.

The Planning Commission heard this item on November 9, 2023. The Planning Commission had concerns about the proposed changes and stated that they felt the Planning Commission's investment and knowledge of the city made them the appropriate body to issue conditional use permit decisions. The Planning Commission recommended disapproval of this item.

Staff continues to believe a transfer of the CUP decision-making authority to the City's Hearing Examiner is appropriate. This would be consistent with the process followed by most Washington cities as well as Kittitas County, and reflects the best practice for land use decision-making.

Item 23-02- This amendment has been removed for consideration by City Council due to a need for revisions. It will be revised and brought back before the City Council at a later date.

Item 23-03 – This item was submitted by Community Development Staff to provide consistency with a Future Land Use/Zoning conversion table anticipated for adoption by the City Council in its Annual Comprehensive Plan Development Docket Cycle.

The Future Land Use/Zoning conversion table was designed to provide an easy and clear option for citizens to understand the relationship between Future Land Use designation and the applicable zoning options for each designation. During the 2023 annual docket cycle presentations of this conversion table to the Planning Commission and City Council, staff indicated that Chapter 15.300 will need to be updated to reflect the information in the conversion table. This amendment will provide consistency between the Comprehensive Plan and City regulations.

The proposal will amend multiple sections in Chapter 15.300 "Zones, Maps and Designations" to reflect the new conversions table and provide consistency with zoning regulations. The changes will provide more clarity for staff, city officials, and the public in understanding what zones are appropriate for each Future Land Use designation. The specific changes are indicated in Section 7 through 10 of Ordinance 4935 attached to this

staff report.

The Planning Commission recommended approval of this item as presented.

Item 23-04 – This amendment was submitted by Community Development Staff and will repeal and replace Chapter 15.280 “Ellensburg Landmarks Register and Procedures.”

Chapter 15.280 of the Ellensburg City Code navigates the ins and outs of the Ellensburg Landmarks Register and procedures associated with historic preservation in our community. This ordinance establishes a commission to conduct preservation related research, community outreach and education, and to administer, approve, and maintain the Ellensburg Landmarks Historic Register. ECC 15.280.090.(D), regulates the correct process for demolition of historic buildings and other structures in the City's two landmark register districts. The intention of a city demolition ordinance is to delay, and ultimately prevent, if appropriate, the demolition of historic structures listed on the local Landmarks historic register. The Landmarks and Design Commission has requested an update to the existing demolition ordinance and has provided input by way of subcommittee meetings and feedback during discussions at regular LDC meetings. Through this process, staff has also researched additional ordinances in similarly sized communities around the state of Washington. Along with the significant revision of the demolition section, an additional proposed change in the ordinance that does not relate to demolition is that the painting of a structure would be considered exempt from required design review, as opposed to the existing ordinance where it is not exempt. In addition to these changes, other revisions were made to clarify this chapter which, in the end, led to a complete repeal and replacement of the chapter due to the extensive nature of the amendments.

The existing demolition section includes two main procedural steps, the first of which is to require a preliminary public meeting between the applicant and the commission to discuss possible alternatives to demolition. If the commission agrees that the applicant has exhausted all possible alternatives to demolition, the application is considered by the commission at a future public hearing for review of the Certificate of Appropriateness (COA). The Landmarks and Design Commission can approve or deny the COA for the proposed demolition, as well as require mitigation alternatives. Any appeals currently go to the City Council in a closed-record hearing. In short, this is a fairly cumbersome process with ambiguity as to the process and standards being used to determine the COA.

Proposed changes to the demolition ordinance include 1) establishing a clear permitting and application submission process, and 2) establishing clear criteria for reviewing and approving or denying a proposed demolition.

Changes to the proposed application and permitting process include the applicant participating in a pre-application meeting in the Community Development office with the preservation staff to discuss alternatives to demolition and application review requirements. This pre-application meeting would be in lieu of the existing requirement to hold a public meeting to discuss alternatives (which is separate from the required public hearing). The proposed ordinance also includes a detailed list of required application submittal items. Additional permitting procedural changes include the commission approving or denying the demolition permit instead of approving or denying a COA, appeals being heard by a Hearing

Examiner instead of City Council, and there is a 365-day expiration date on an LDC demolition permit decision.

Changes to the demolition review criteria and requirements include the establishment of approval criteria for the commission to use when reviewing the application, as well as a list of submittal requirements the applicant must provide that adequately support their demolition request as it relates to one of the established approval criteria. Per the proposed ordinance, an applicant can provide information supporting why the structure is too far altered to ever be considered an eligible historic building, they can provide supporting documentation to demonstrate that retaining the existing structure is not economically feasible, or they can provide supporting documentation that the structure is in such poor condition that it is not economically feasible to correct the items that need repair. The specific changes are indicated in Section 6 of Ordinance 4935 attached to this staff report.

The Planning Commission recommended approval of this item as presented.

Item 23-05 – This item was submitted by Steve Willard to amend section 15.420.060 “Access, services and utilities.”

This item was brought before the Planning Commission at a Public Hearing on September 28, 2023, during a previous Land Development Code Amendment cycle. The item was remanded to staff for more review. Following the public hearing, the applicant withdrew the amendment, to bring an amended version forward in this current Land Development Code Amendment cycle. As proposed, ECC 15.420.060(A)(2) would be amended to increase the number of lots allowed on a shared driveway in a subdivision from five to nine.

Community Development received comments from the City of Ellensburg Public Works & Utilities Department (Comments provided to City Council) and the City's Fire Marshal (Comments provided to City Council). Public Works noted general concerns related to utilities, access, and future road extensions, but stated that these same concerns apply to every development. He noted that Public Works does not believe that the code changes would have an effect on Public Works code sections.

The Fire Marshal stated that the intent of the applicable code section is to allow an exception for shared driveways to increase density on existing large lots. He stated that the proposal is not consistent with the intent or in alignment with the fire code, but also noted that the current code section is also inconsistent with the IFC. He also described a series of concerns associated with narrow streets and limited parking that can result in limited emergency access generally, but especially during snow events.

The updated proposal will increase the maximum allowed number of lots serviced by a shared driveway from five lots to nine lots. No additional changes are being proposed. The specific change is indicated in Section 11 of Ordinance 4935 attached to this staff report.

The Planning Commission recommended disapproval of this item due to fire life safety concerns.

WASHINGTON STATE DEPARTMENT OF COMMERCE REVIEW, SEPA REVIEW, AND

NOTICE OF PUBLIC HEARING

The City issued a SEPA Determination of Non-Significance and forwarded the proposals to the Washington State Department of Commerce on October 10, 2023 (Exhibits C and E). One comment was submitted during the SEPA comment period. The comment was submitted by Fennelle Miller, referencing concerns associated with the Demolition Ordinance, Item 23-04 (Comments provided to City Council). The 60-day notice to Commerce will be completed on December 9, 2023.

Notice of the December 4, 2023 City Council Public Hearing was published in the Daily Record (Exhibit B) on November 16, 2023, in accordance with ECC requirements.

Financial Impact:

None

Budget Adjustment: No

Attachments:

1. Exhibit A - Notice of CC Public Hearing
2. Exhibit B - Notice from Commerce re Acknowledgement Letter
3. Exhibit C - P23-107 Signed SEPA Checklist
4. Exhibit D - P23-107 SEPA Determination of Non-Significance
5. Exhibit E - Fire Marshal Comments Item 23-05
6. Ordinance 4935



ADVERTISING PROOF

401 N Main St,
 Ellensburg, WA 98926
Ph. (509) 204-8236 **Fax:** (907) 452-5054

BILLING DATE:	ACCOUNT NO:
11/14/23	50080

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

AD #	DESCRIPTION	START	STOP	TIMES	AMOUNT
448484	NOTICE OF A PUBLIC H	11/16/23	11/16/23	2	\$134.24

Payments:

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

Gross: **\$134.24**
 Paid Amount: **\$0.00**

Amount Due: **\$134.24**

We Appreciate Your Business!

**NOTICE OF A PUBLIC HEARING
CITY OF ELLENSBURG
2023 LAND DEVELOPMENT CODE AMENDMENTS**

NOTICE IS HEREBY GIVEN that the City of Ellensburg City Council will hold a public hearing on Monday, December 4, 2023 at 7:00 p.m. to consider proposed Land Development Code Amendments.

Materials Available for Review: The proposed amendments and related documents may be examined by the public by visiting the **City of Ellensburg Community Development Department webpage** at <https://ci.ellensburg.wa.us/658/SEPA-State-Environmental-Policy-Act> and navigating to file # P23-107.

Written Comments from interested persons will be accepted by USPS Mail or email to johnstonj@ellensburgwa.gov up until 5:00 p.m. on December 4, 2023

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

Staff contact: Jeremy Johnston, Community Development Planning Manager

NOTICE IS FURTHER GIVEN that all persons interested in this matter may participate in the hybrid meeting by contacting Staff no later than 4:00 pm on **Monday, December 4, 2023**. An email link, or phone number will be provided which will allow for electronic participation in the public hearing.

The City of Ellensburg strives to make our services, programs, and activities readily accessible and usable by individuals with disabilities. Reasonable accommodations will be made upon request.

PUBLISH: Daily Record: November 16, 2023/LEGAL #: 448484



STATE OF WASHINGTON
DEPARTMENT OF COMMERCE
1011 Plum Street SE • PO Box 42525 • Olympia, Washington 98504-2525 • (360) 725-4000
www.commerce.wa.gov

10/10/2023

Mr. Jeremy Johnston
Planning Manager
City of Ellensburg
501 N Anderson Street
Ellensburg, WA 98926

Sent Via Electronic Mail

Re: City of Ellensburg--2023-S-6523--60-day Notice of Intent to Adopt Amendment

Dear Mr. Johnston:

Thank you for sending the Washington State Department of Commerce (Commerce) the 60-day Notice of Intent to Adopt Amendment as required under [RCW 36.70A.106](#). We received your submittal with the following description.

Proposed Land Development Code amendments to include:

- 1) Conditional Use Process Amendment 15.110.060 and 15.210.050**
- 2) Emergency Housing Shelters 15.130 - Definitions, 15.340.040- Use Tables, and 15.340.080 – Supportive Housing Facilities Standards (new section)**
- 3) Zoning Code Updates 15.300**
- 4) Demolition Code Ordinance 15.280 (new section)**
- 5) Shared Driveway Standards 15.420.060**

We received your submittal on 10/10/2023 and processed it with the Submittal ID 2023-S-6523. Please keep this letter as documentation that you have met this procedural requirement. Your 60-day notice period ends on 12/09/2023.

We have forwarded a copy of this notice to other state agencies for comment.

Please remember to submit the final adopted amendment to Commerce within ten days of adoption.

If you have any questions, please contact Growth Management Services at reviewteam@commerce.wa.gov, or call Deanah Watson, (509) 290-4754.

Sincerely,

Review Team
Growth Management Services

ENVIRONMENTAL CHECKLIST

FOR

City of Ellensburg
2023 Land Development Code Amendments

A. Background

1. Name of proposed project, if applicable:

2023 Land Development Code Amendments for the City of Ellensburg. See Attached for full text of proposed Land Development Code.

2. Name of applicant:

City of Ellensburg

3. Address and phone number of applicant and contact person:

Community Development Department

501 N. Anderson Street

Ellensburg, WA 98926

(509) 962-7231

Contact: Jeremy Johnston

4. Date checklist prepared:

September 26, 2023

5. Agency requesting checklist:

City of Ellensburg Community Development Department

6. Proposed timing or schedule (including phasing, if applicable):

Proposed for adoption by December 2023

7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain.

The City of Ellensburg reviews, evaluates, and revises the Land Development Code as deemed necessary to address changes in state law and to address the goals and policies of the Comprehensive Plan.

8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal.

The City of Ellensburg has undergone SEPA review each time the Land Development Code has been updated most notably a DNS was issued on August 14, 2013 when the last major update and revision occurred, again in October of 2018, and most recently in April of 2022. No additional environmental information has been prepared directly related to this proposal.

9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain.

The City is actively processing applications using the existing Land Development Code. This proposal will revise the Land Development Code.

10. List any government approvals or permits that will be needed for your proposal, if known.

This is a non-project action. No permits are required to update the City's land development code. The revisions to the land development code will be subject to Ellensburg Planning Commission recommendation and City Council approval.

In addition, Washington State Department of Commerce reviews the revisions to the land development code during a 60-day review period prior to adoption.

11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. (Lead agencies may modify this form to include additional specific information on project description.)

The proposed revisions to the code include:

- Clarifying Zones and Map Designations to coordinate with the Future Land Use Zoning conversion table within the City of Ellensburg's Comprehensive Plan Land Use section to provide transparency, clarity, and guidance for zoning options within each land use category.
- Updating the City of Ellensburg Demolition Ordinance
- Creating Provisions to Provide for Emergency Shelter Services
- Update to shared driveway standards ECC 15.420.060
- Conditional Use process code amendment

Specific revisions can be found in Attachment A of this document.

12. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist.

Ellensburg is located in Kittitas County, bordered on the west by the Yakima River. The Land Development Code applies to the entirety of the Ellensburg City limits, about 7.8 square miles.

B. Environmental Elements

1. Earth

a. General description of the site:

The City of Ellensburg is located in central Washington – 110 miles east of Seattle and 170 miles west of Spokane. The City sits at an elevation of 1,540 feet in a fertile basin next to the Yakima River, east of the Cascade mountain range, and on the western side of the Columbia Plateau.

(circle one): Flat, rolling, hilly, steep slopes, mountainous, other _____

There is a variety of terrain within the City of Ellensburg. The City is generally located on gently sloping topography formed upon the alluvial fan surfaces along the southwest flank of the Wenatchee Mountains, and thus has generally flat or rolling terrain with very few steep slopes. The steep slopes are relatively isolated and include slopes immediately west of Brick Road, the slope immediately south of the Kittitas County Fairgrounds extending around the base of the city water tower, and the slope immediately south of the intersection of 10th Avenue and Cora Street.

b. What is the steepest slope on the site (approximate percent slope)?

The steepest slope within Ellensburg is approximately 40% and is located immediately south of the Kittitas County Fairgrounds extending around the base of the city water tower.

c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any agricultural land of long-term commercial significance and whether the proposal results in removing any of these soils.

The United States Department of Agriculture Natural Resources Conservation Services publishes soil surveys for Washington State. The soil survey information is regularly updated, Kittitas County soil survey data was last updated in 2018. The soil survey includes general soil map units that show broad areas that have distinctive soil patterns, relief, and drainage.

Each map unit on the general soil unit map is a unique natural landscape typically consisting of one or more major soils or miscellaneous areas and some minor soils and miscellaneous areas. Ellensburg has two general soil map units: Brickmill-Nanum-Opnish and Kayak-Weirman. Brickmill-Nanum-Opnish is found on younger alluvial fans and terraces and covers most of Ellensburg city limits. This general soil map unit is described as very deep, moderately well drained and somewhat poorly drained soils on level to nearly level alluvial fans. In the Yakima River floodplain, Ellensburg also has the general soil map unit – Kayak-Weirman. This general soil map unit is described as very deep, somewhat excessively drained, moderately well drained, and somewhat poorly drained soils on level to nearly level floodplains and terraces.

d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe.

The City of Ellensburg is located on gently sloping topography and thus has very few slopes that would qualify as steep slopes or landslide hazards.

e. Describe the purpose, type, total area, and approximate quantities and total affected area of any filling, excavation, and grading proposed. Indicate source of fill.

Not applicable. No filling, excavation, or grading is proposed for this non-project action. Project specific proposals are subject to review for consistency with applicable provisions of Ellensburg City Code and separate SEPA review as applicable.

f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe.

Not applicable. No clearing, construction, or specific uses are proposed as part of this proposal. Project specific proposals are subject to review for consistency with applicable provisions of Ellensburg City Code and will undergo separate SEPA review as applicable.

g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)?

Not applicable. There is no project construction as part of this non-project action. Project specific proposals are subject to review for consistency with applicable provisions of Ellensburg City Code and will undergo separate SEPA review as applicable.

h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any:

Not applicable. This proposal will not result in erosion or other impacts to the earth. Project specific proposals are subject to review for consistency with applicable provisions of Ellensburg City Code and will undergo separate SEPA review as applicable.

2. Air

a. What types of emissions to the air would result from the proposal during construction, operation, and maintenance when the project is completed? If any, generally describe and give approximate quantities if known.

Not applicable. No construction, operation, or maintenance is proposed as part of this non-project proposal. Project specific proposals are subject to review for consistency with applicable provisions of Ellensburg City Code and will undergo separate SEPA review as applicable.

b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe.

Not applicable. Project specific proposals are subject to review for consistency with applicable provisions of Ellensburg City Code and will undergo separate SEPA review as applicable.

c. Proposed measures to reduce or control emissions or other impacts to air, if any:

Not applicable. The non-project action would not produce air emissions. Project specific proposals are subject to review for consistency with applicable provisions of Ellensburg City Code and will undergo separate SEPA review as applicable.

3. Water

a. Surface Water:

- 1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into.**

There are several streams, irrigation canals and lakes in the Ellensburg vicinity including six perennial streams (Lyle Creek, Wilson Creek, Mercer Creek, Whisky Creek, Currier Creek, and Reecer Creek) found in the Ellensburg city limits. All of these streams flow into Yakima River which borders the western city limits at Irene Rinehart Riverfront Park and is classified by the State of Washington Department of Natural Resources as a Type S stream. There are a couple unnamed ponds near the west freeway interchange and Englehorn Pond is located south of the 14th Avenue and B Street intersection.

- 2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans.**

Not applicable. The non-project proposal does not include any work over, in, or adjacent to the waters described above. Project specific proposals are subject to review for consistency with applicable provisions of Ellensburg City Code and will undergo separate SEPA review as applicable.

- 3) Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material.**

Not applicable. No fill or dredge material will be placed or removed from surface water or wetlands as part of this non-project proposal. Project specific proposals are subject to review with applicable provisions of Ellensburg City Code and will undergo separate SEPA review as applicable.

- 4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known.**

Not applicable. This non-project proposal does not require any surface water withdrawals or diversions. Project specific proposals are subject to review for consistency with applicable provisions of Ellensburg City Code and will undergo separate SEPA review as applicable.

- 5) Does the proposal lie within a 100-year floodplain? If so, note location on the site plan.**

According to NFIP FIRM maps, portions of Ellensburg lie within the 100-year floodplain. There is not a site plan for this non-project proposal. Project specific proposals are subject to review for consistency with applicable provisions of Ellensburg City Code and will undergo separate SEPA review as applicable.

- 6) Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge.**

Not applicable. This non-project proposal does not involve any discharges of waste materials to surface waters. Project specific proposals are subject to review with applicable provisions of Ellensburg City Code and will undergo separate SEPA review as applicable.

b. Ground Water:

- 1) Will groundwater be withdrawn from a well for drinking water or other purposes? If so, give a general description of the well, proposed uses and approximate quantities withdrawn from the well. Will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known.**

Not applicable. This non-project proposal does not include any withdrawal of groundwater. Project specific proposals are subject to review for consistency with applicable provisions of Ellensburg City Code and will undergo separate SEPA review as applicable.

- 2) Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: Domestic sewage; industrial, containing the following chemicals; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve.**

Not applicable. No water material will be discharged into the ground as part of this non-project proposal. Project specific proposals are subject to review for consistency with applicable provisions of Ellensburg City Code and will undergo separate SEPA review as applicable.

c. Water runoff (including stormwater):

- 1) Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe.**

Not applicable. Project specific proposals are subject to review for consistency with applicable provisions of Ellensburg City Code and will undergo separate SEPA review as applicable.

- 2) Could waste materials enter ground or surface waters? If so, generally describe.**

Not applicable. Project specific proposals are subject to review for consistency with applicable provisions of Ellensburg City Code and will undergo separate SEPA review as applicable.

- 3) Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, describe.**

Not applicable. This non-project proposal does not alter or otherwise affect drainage patterns. Project specific proposals are subject to review for consistency with applicable provisions of Ellensburg City Code and will undergo separate SEPA review as applicable.

d. Proposed measures to reduce or control surface, ground, and runoff water, and drainage pattern impacts, if any:

Not applicable. Project specific proposals are subject to review for consistency with applicable provisions of Ellensburg City Code and will undergo separate SEPA review as applicable.

4. Plants

a. Check the types of vegetation found on the site:

- ☒ deciduous tree: alder, maple, aspen, other
- ☒ evergreen tree: fir, cedar, pine, other
- ☒ shrubs
- ☒ grass
- ☒ pasture
- ☒ crop or grain
- ☒ Orchards, vineyards or other permanent crops.
- ☒ wet soil plants: cattail, buttercup, bullrush, skunk cabbage, other
- ☒ water plants: water lily, eelgrass, milfoil, other
- ☒ other types of vegetation

b. What kind and amount of vegetation will be removed or altered?

No vegetation will be removed as a direct result of this proposal to revise the Land Development Code. Vegetation removal will be determined at a project level review and is subject to review for consistency with applicable provisions of Ellensburg City Code and will undergo separate SEPA review as applicable.

c. List threatened and endangered species known to be on or near the site.

Not applicable to the non-project action. Threatened and endangered species are protected through the Fish and Wildlife Habitat Conservation Areas regulations located within the City's critical areas regulations.

d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any:

Not applicable. No landscaping is proposed as part of this non-project action. Project specific proposals are subject to review for consistency with applicable provisions of Ellensburg City Code and will undergo separate SEPA review as applicable.

e. List all noxious weeds and invasive species known to be on or near the site.

The Kittitas County Noxious Weed Control Board keeps information on noxious weeds in Kittitas County. According to the Weed Control Board, the top ten most common noxious weeds in Ellensburg are: Kochia, Russian Thistle, Canada Thistle, Diffuse Knapweed, Horseweed, Whitetop, Puncturevine, Myrtle Spurge, Houndtongue, and Japanese Knotweed. Project-specific development projects will be reviewed for consistency with applicable provisions of Ellensburg City Code and undergo separate SEPA review as applicable.

5. Animals

a. List any birds and other animals which have been observed on or near the site or are known to be on or near the site.

A variety of birds and animals reside in the city, but the question is not applicable to the proposal because it is a non-project action involving primarily non-site-specific text amendments. Project specific development proposals will be reviewed for consistency with applicable provisions of Ellensburg City Code and will undergo separate SEPA review as applicable.

b. List any threatened and endangered species known to be on or near the site.

Not applicable. Threatened and endangered species are protected through the Fish and Wildlife Habitat Conservation Areas regulations; no changes to these regulations are proposed. Project specific development proposals will be reviewed for consistency with applicable provisions of Ellensburg City Code and will undergo separate SEPA review as applicable.

c. Is the site part of a migration route? If so, explain.

Some migratory birds are likely to visit the Ellensburg area, but the question is not applicable to this non-project action. Project specific development proposals will be reviewed for consistency with applicable provisions of Ellensburg City Code and will undergo separate SEPA review as applicable.

d. Proposed measures to preserve or enhance wildlife, if any:

The city protects Fish and Wildlife Habitat Conservation Areas through the implementation of the city's critical areas regulations. No changes are proposed to these regulations. Project specific development proposals will be reviewed for consistency with applicable provisions of Ellensburg City Code and will undergo separate SEPA review as applicable.

e. List any invasive animal species known to be on or near the site.

None identified.

6. Energy and Natural Resources

a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.

Not applicable. Project specific proposals will be reviewed for consistency with applicable provisions of Ellensburg City Code and will undergo separate SEPA review as applicable.

b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe.

As a non-project action, the proposal would not impact the use of solar energy at any specific location. Any future development proposals will be reviewed for consistency with applicable provisions of Ellensburg City Code and will undergo separate SEPA review as applicable.

c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any:

The proposal does not relate to a specific action. Any future development proposals will be reviewed for consistency with applicable provisions of Ellensburg City Code and will undergo separate SEPA review as applicable.

7. Environmental Health

- a. **Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste, that could occur as a result of this proposal? If so, describe.**

As a non-project action, the proposal is not expected to cause environmental health hazards. Use of any hazardous materials on a project-by-project basis would be subject to the requirements of local, state, and federal laws.

- 1) Describe any known or possible contamination at the site from present or past uses.**

Not applicable to this non-project proposal. Future development will need to conform to local, state, and federal standards and regulations during project review.

- 2) Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas transmission pipelines located within the project area and in the vicinity.**

Not applicable to this non-project proposal. Future development will need to conform to local, state, and federal standards and regulations during project review.

- 3) Describe any toxic or hazardous chemicals that might be stored, used, or produced during the project's development or construction, or at any time during the operating life of the project.**

Not applicable to this non-project proposal. Future development will need to conform to local, state, and federal standards and regulations during project review.

- 4) Describe special emergency services that might be required.**

Not applicable to this non-project proposal.

- 5) Proposed measures to reduce or control environmental health hazards, if any:**

Not applicable to this non-project proposal.

b. Noise

- 1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)?**

Not applicable. This is a non-project proposal and does not include project action on any specific site.

- 2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site.**

Not applicable. This is a non-project proposal and does not include project action on any specific site. Future project proposals will be evaluated at the project level and will be subject to applicable regulations and standards.

3) Proposed measures to reduce or control noise impacts, if any:

Not applicable. This is a non-project proposal and does not include project action on any specific site. Future project proposals will be evaluated at the project level and will be subject to applicable standards and regulations.

8. Land and Shoreline Use

a. What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe.

Not applicable. This is a non-project proposal and does not include project action on any specific site. Future project proposals will be evaluated at the project level and will be subject to applicable standards and regulations.

b. Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses as a result of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or nonforest use?

The City of Ellensburg does not have agricultural or forest land of long-term commercial significance in city limits or the city's urban growth area. As a non-project action this proposal will not directly result in the conversion of any agriculture or forestry land to other uses.

1) Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling, and harvesting? If so, how:

Not applicable. This is a non-project proposal and does not include project action on any specific site. Future project proposals will be evaluated at the project level and will be subject to applicable regulations and standards.

c. Describe any structures on the site.

Not applicable.

d. Will any structures be demolished? If so, what?

Not applicable. This is a non-project proposal and does not include project action on any specific site.

e. What is the current zoning classification of the site?

The City provides multiple zoning designations. Future development will need to conform to specific zoning related standards and regulations during project review. Current zoning designations are as follows:

- Residential Suburban
- Residential Low Density
- Residential Medium Density
- Residential High Density
- Residential Office
- Planned Unit Development
- Commercial Neighborhood
- Commercial Highway

- Commercial Tourist
- Manufactured Home Park
- Light Industrial
- Heavy Industrial
- Public Reserve

f. What is the current comprehensive plan designation of the site?

The City provides multiple comprehensive plan land use designations, they are as follows:

- Residential Neighborhood
- Blended Residential Neighborhood
- Urban Neighborhood
- Neighborhood Mixed Use
- Urban Center
- Community Mixed Use
- Industrial Residential
- Neighborhood Commercial
- Mixed Business Park
- General Commercial and Services
- Light Industrial
- Heavy Industrial
- Public/Institutional
- Open Space (private/non-city owned)
- Parks and Open Space

g. If applicable, what is the current shoreline master program designation of the site?

The city has two shoreline master plan designations within its Urban Growth Area, these are Urban Conservancy (located adjacent to the Yakima River and surrounding Lake Mattoon) and Aquatic.

h. Has any part of the site been classified as a critical area by the city or county? If so, specify.

This is a non-project proposal and does not include project action on a specific site. The City's critical areas regulations outlines definitions, designations, and regulations for critical areas in order to:

- Protect members of the public and public resources and facilities from injury, loss of life, or property damage due to landslides and steep slope failures, erosion, seismic events, and flooding;
- Maintain healthy, functioning ecosystems through the protection of unique, fragile, and valuable elements of the environment, including ground and surface waters, wetlands, and fish and wildlife and their habitats, and to conserve the biodiversity of plant and animal species; and
- Prevent cumulative adverse environmental impacts to water quality, wetlands, fish and wildlife habitat, and the overall net loss of wetlands, frequently flooded areas, and habitat conservation areas.

i. Approximately how many people would reside or work in the completed project?

The current population in the City of Ellensburg is 19,960 (Office of Financial Management, 2019). The population projection for the City of Ellensburg as determined by the Kittitas County Conference of Governments for the year 2037 is 32,540, with an additional 6,998 jobs expected to be added by 2037.

j. Approximately how many people would the completed project displace?

As a non-project action, the proposal will not directly cause displacement. Future project specific proposals will be reviewed for consistency with applicable standards and regulations.

k. Proposed measures to avoid or reduce displacement impacts, if any:

As a non-project action, the proposal will not directly cause displacement. Future project specific proposals will be reviewed for consistency with applicable standards and regulations.

l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any:

The Ellensburg Comprehensive Plan provides guidance intended to ensure that new development is compatible with existing land uses and anticipated growth. No changes as part of this proposal impact the guidance established in the comprehensive plan.

m. Proposed measures to reduce or control impacts to agricultural and forest lands of long-term commercial significance, if any:

The City of Ellensburg does not contain any designated agricultural or forest lands of long-term commercial significance.

9. Housing

- a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing.**

Not applicable. No housing is proposed as part of this non-project action.

- b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing.**

Not applicable. No housing is proposed to be eliminated as part of this non-project action.

- c. Proposed measures to reduce or control housing impacts, if any:**

Not applicable. This is a non-project action, no increase in housing impacts is expected from the proposed updates to the comprehensive plan.

10. Aesthetics

- a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed?**

Not applicable. This is a non-project proposal and does not include project action on a specific site. Generally, the City provides standards for building height by zone. Future project proposals will be evaluated at the project level and will be subject to applicable regulations and standards.

- b. What views in the immediate vicinity would be altered or obstructed?**

Not applicable. This non-project action will not impact views.

- b. Proposed measures to reduce or control aesthetic impacts, if any:**

Not applicable. This non-project action will not impact aesthetics.

11. Light and Glare

- a. What type of light or glare will the proposal produce? What time of day would it mainly occur?**

Not applicable. This non-project action will not produce any light or glare.

- b. Could light or glare from the finished project be a safety hazard or interfere with views?**

Not applicable. This is a non-project action and does not include project action on any specific site.

- c. What existing off-site sources of light or glare may affect your proposal?**

Not applicable. This is a non-project action and does not include project action on any specific site.

- d. Proposed measures to reduce or control light and glare impacts, if any:**

Not applicable. This non-project action will not impact light or glare. For future project proposals the city has specific requirements regulating outdoor lighting (ECC 15.580).

12. Recreation

a. What designated and informal recreational opportunities are in the immediate vicinity?

The City of Ellensburg maintains a park and recreation system that includes a wide variety of facilities and activities for Ellensburg and Kittitas County residents. The City has 8 pocket parks, 6 neighborhood parks, 2 community parks, and 2 regional parks. In addition, the City Parks and Recreation Department operates four year-round facilities including an adult senior center, municipal pool/fitness center, youth center, and racquet and recreation center.

b. Would the proposed project displace any existing recreational uses? If so, describe.

No existing recreational uses will be displaced.

c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any:

Not applicable. This non-project action will not impact any recreational uses.

13. Historic and cultural preservation

a. Are there any buildings, structures, or sites, located on or near the site that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers? If so, specifically describe.

The City of Ellensburg has a well-established historic preservation program including the Downtown Historic District (established 1980), Residential Historic District (established 1984), Ellensburg Landmarks Register (established 2000), and attainment of Certified Local Government status in 2001. Many of Ellensburg's historic structures are located within a 16-block area of the Downtown Historic District. There are also historic structures located on the Central Washington University campus, the industrial area along the railroad, and in residential neighborhoods in and surrounding the downtown area.

b. Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources.

Not applicable. As necessary, future project proposals will be reviewed for consistency with applicable standards and regulations and will be reviewed by the City's Landmark and Design Commission as applicable.

c. Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the department of archeology and historic preservation, archaeological surveys, historic maps, GIS data, etc.

Not applicable. This non-project action does not address or propose any impacts to historic resources. Future project proposals will be reviewed for consistency with applicable standards and regulations and will be reviewed by the City's Landmark and Design Commission as applicable.

d. Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required.

This non-project action does not address or propose any impacts to historic resources.

14. Transportation

- a. Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on site plans, if any.**

Not applicable. This is a non-project proposal and does not include project action on any specific site.

- b. Is the site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop?**

Various areas of the city are currently served by transit. Distance to the nearest transit stop will vary from project to project. Future project proposals will be reviewed for consistency with applicable standards and regulations and will undergo separate SEPA review as applicable.

- c. How many additional parking spaces would the completed project or non-project proposal have? How many would the project or proposal eliminate?**

Not applicable. This non-project proposal will not add or eliminate any parking spaces.

- d. Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle or state transportation facilities, not including driveways? If so, generally describe (indicate whether public or private).**

Not applicable. This non-project proposal will not require any new or improvements to existing roads, streets, pedestrian, bicycle or state transportation facilities.

- e. Will the project or proposal use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe.**

Not applicable. This non-project proposal will not use water, rail, or air transportation.

- f. How many vehicular trips per day would be generated by the completed project or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would be trucks (such as commercial and nonpassenger vehicles). What data or transportation models were used to make these estimates?**

Not applicable. This non-project proposal will not impact vehicular trips per day and does not include project action on any specific site.

- g. Will the proposal interfere with, affect or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, generally describe.**

Not applicable. This non-project proposal does not propose any impacts to transportation.

- h. Proposed measures to reduce or control transportation impacts, if any:**

Not applicable. This is a non-project proposal and does not include project action any specific site.

15. Public Services

- a. **Would the project result in an increased need for public services (for example: fire protection, police protection, public transit, health care, schools, other)? If so, generally describe.**

Not applicable. This non-project proposal will not increase the need for public services.

- b. **Proposed measures to reduce or control direct impacts on public services, if any.**

Not applicable. This non-project proposal does not propose any impacts to public services.

16. Utilities

- a. **Circle utilities currently available at the site:**

electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system,

other _____

Utilities currently available within the incorporated city limits include: electricity, natural gas, water, refuse service, telephone, sanitary sewer, cable television, and others.

- c. **Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed.**

Not applicable. This is a non-project proposal and does not include project action any specific site.

C. Signature

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature: _____

Name of signee _____

Position and Agency/Organization _____

Date Submitted: _____

D. Supplemental sheet for nonproject actions

1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise?

The proposed revisions to the Land Development Code are not likely to increase discharge to water, emissions to air, production, storage, or release of toxic or hazardous substances or production of noise.

Proposed measures to avoid or reduce such increases are:

Not applicable. The proposed revisions to the Land Development Code are not likely to increase discharge to water, emissions to air, production, storage, or release of toxic or hazardous substances or productions of noise. Project specific proposals will undergo separate SEPA review as applicable.

2. How would the proposal be likely to affect plants, animals, fish, or marine life?

The proposed revisions to the Land Development Code are not likely to affect plants, animals, fish, or marine life.

Proposed measures to protect or conserve plants, animals, fish, or marine life are:

Not applicable. The proposed revisions to the Land Development Code are not likely to affect plants, animals, fish, or marine life. Project specific proposals will undergo separate SEPA review as applicable.

3. How would the proposal be likely to deplete energy or natural resources?

The proposed revisions to the Land Development Code are not likely to deplete energy or natural resources.

Proposed measures to protect or conserve energy and natural resources are:

Not applicable. The proposed revisions to the Land Development Code are not likely to deplete energy or natural resources. Project specific proposals will undergo separate SEPA review as applicable.

4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection; such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, floodplains, or prime farmlands?

The proposed revisions to the Land Development Code are not likely to affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection. The proposed amendments are not likely to impact parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, floodplains, or prime farmlands.

Proposed measures to protect such resources or to avoid or reduce impacts are:

Not applicable. The proposed amendments are not likely to affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection. Project specific proposals will undergo separate SEPA review as applicable.

5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?

The proposed revisions to the Land Development Code will not affect shoreline development. The proposed revisions to the Land Development Code will not encourage or allow development/uses that are incompatible with existing plans.

Proposed measures to avoid or reduce shoreline and land use impacts are:

Not applicable. The proposed amendments will not affect shoreline development. The proposed revisions to the Land Development Code will not encourage or allow development/uses that are incompatible with existing plans. Project specific proposals will undergo separate SEPA review as applicable.

6. How would the proposal be likely to increase demands on transportation or public services and utilities?

The proposed revisions to the Land Development Code will not increase demands on transportation or public services and utilities.

Proposed measures to reduce or respond to such demand(s) are:

Not applicable. The proposed revisions to the Land Development Code will not increase demands on transportation or public services and utilities. Project specific proposals will undergo separate SEPA review as applicable.

7. Identify, if possible, whether the proposal may conflict with local, state, or federal laws or requirements for the protection of the environment.

The proposed revisions to the Land Development Code are consistent with local, state, and federal laws for the protection of the environment.



COMMUNITY DEVELOPMENT DEPARTMENT
501 N. Anderson St., Ellensburg, WA 98926

State Environmental Policy Act (SEPA)
DETERMINATION OF NON-SIGNIFICANCE (DNS)

Proponent: City of Ellensburg Community Development Department

Date: October 10, 2023

Location: Ellensburg City Limits and the Urban Growth Area

Description: This SEPA Checklist is a part of a City of Ellensburg's Land Development Code amendment process. The City is proposing five amendments to the Land Development Code. A complete listing and description of the proposed amendments can be found in the SEPA Checklist and Attachment A.

Lead Agency: City of Ellensburg

File #: P23-097

The lead agency for this proposal has determined that the proposed adoption of this action plan, will not have a probable significant adverse impact on the environment. An Environmental Impact Statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed Environmental Checklist and other information on file with the lead agency. This information is available to the public upon request.

This Determination of Non-Significance (DNS) is issued under WAC 197-11-340(2); The lead agency will not act on this proposal for 21 days from the date of issuance. The lead agency will not act on this proposal for 21 days from the date below. Agencies, tribes, and the public are encouraged to review and comment on the proposal. If you have any comments on the proposed project and/or the SEPA Checklist, please submit them to our department by mail or email by **5:00 pm on Tuesday, October 31, 2023.**

Questions and comments may be submitted by 5:00 p.m. on Tuesday, October 31, 2023 to: Jeremy Johnston, Planning Manager- City of Ellensburg. johnstonj@ci.ellensburg.wa.us, 509-962-7232.

Responsible Official: Jeremy Johnston
Title: Community Development Planning Manager
Address: City of Ellensburg
Community Development Dept.
501 N. Anderson St.
Ellensburg WA 98926
Phone: (509) 962-7232 Fax: (509) 925-8655

Jeremy,

I apologize for the delayed response. In my interpretation of the City Code which isn't in alignment with the IFC Appendix D, the intent is to allow an exception for shared driveways to increase density on existing large lots. For example: flag lots with no frontage or access to construct through streets. It is not the intent or in alignment with the Fire Code to create narrow block length or longer private driveways with up to 9 homes on them.

Here is a list of my concerns with the proposal:

- 1) Creating a design standard that doesn't align with the IFC fire department requirements.
 - 2) Narrow streets and limited parking creates limited fire department and emergency access. 16' driveways in the county cause less issue due to lot size and additional off street parking.
- Example (keep in mind this picture was taken mid-day when people or at work or in school):



- Vehicles parked across the sidewalk and in the yard space.
- Vehicles parked on the sidewalk.
- During peak occupation during the night there are often vehicles parked on the sidewalk and street.

- Add snow to this scenario and you no longer have a fire dept. access remotely meeting the standard.

I drove around the N. Water street neighborhood this afternoon and there wasn't a single one of the private drives with "No Parking, Fire Lane" signs posted that didn't have at least one vehicle parked in the fire lane.

Thank you,

Joe Delvo
Fire Prevention Captain
City of Ellensburg Fire Marshal
Fire Investigator, IAAI-FIT
Kittitas Valley Fire & Rescue
400 East Mountain View Ave.
Ellensburg, WA
Phone: 509-933-7241
Cell: 509-856-4455
Fax: 509-933-7245
prevention@kvfr.org

ORDINANCE NO. 4935

AN ORDINANCE RELATING TO THE CITY OF ELLENSBURG LAND DEVELOPMENT CODE, TITLE 15; AMENDING CHAPTER 15.110 “PURPOSE/AUTHORITY/INTERPRETATION”; AMENDING CHAPTER 15.210 “PERMIT REVIEW PROCESS TYPES”; REPEALING CHAPTER 15.280 AND ADOPTING NEW CHAPTER 15.280 “ELLENSBURG LANDMARKS REGISTER AND PROCEDURES”; AMENDING CERTAIN SECTIONS 15.300.040 THROUGH 15.300.070 OF CHAPTER 15.300 “ZONES, MAPS AND DESIGNATIONS”; AND AMENDING CHAPTER 15.420 “SUBDIVISION DESIGN AND BLOCK STANDARDS”.

WHEREAS, the current Ellensburg Comprehensive Plan was initially adopted on December 18, 2017, and last updated through an annual docket cycle on February 21, 2023; and

WHEREAS, following adoption of the Comprehensive Plan update in December 2017, City of Ellensburg staff worked to evaluate the City’s development regulations and zoning districts to ensure consistency with the requirements of Chapter 36.70A RCW and the City of Ellensburg Comprehensive Plan; and

WHEREAS, the City Council desires to amend Chapter 15.280 of the Ellensburg City Code to prevent destruction of listed historical and landmark structures, where feasible, through a Landmark and Design Commission demolition review process.

WHEREAS, one request to amend Title 15 Land Development Code has been received by Community Development; and

WHEREAS, a staff review of Title 15 Land Development Code has identified code sections that need to be updated to provide clarity and consistency; and

WHEREAS, proposed amendments to the Ellensburg City Code were issued a SEPA Determination of Non-Significance on October 10, 2023; and

WHEREAS, pursuant to RCW 36.70A.106, notice of the City’s intent to amend the Land Development Code was sent to the Washington State Department of Commerce on October 10, 2023; and

WHEREAS, the required Washington State Department of Commerce 60-day notice period concludes on December 9, 2023; and

WHEREAS, the proposed Land Development Code amendments were reviewed by the Planning Commission in a public hearing on November 9, 2023, and based on testimony and other evidence received at said hearing, the Planning Commission recommended City Council

approve amendments to Chapters 15.130, 15.280, , 15.300, and 15.340, and recommended disapproval of amendments to Chapters, 15.110, 15.210, 15.250 and 15.420 of the amendments included herein; and

WHEREAS, the City Council held a duly noticed public hearing on the matter of adopting the proposed 2023 Land Development Code amendments at a regular meeting on December 4, 2023, and _____ the proposed amendments;

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

Section 1. The recitals set forth above are hereby adopted as the findings of the City Council and are by this reference incorporated herein as if set forth in their entirety.

Section 2. Section 15.110.060 of Ellensburg City Code, as last amended by Section 1 of Ordinance 4656, is hereby amended to read as follows:

15.110.060 Roles and Responsibilities.

- A. The elected officials, appointed commissions, hearing examiner, and city staff share the roles and responsibilities for carrying out the provisions of the LDC.
- B. The city council is responsible for establishing policy and legislation affecting land use within the city. The city council acts on recommendations of the reviewing body in legislative and quasi-judicial matters.
- C. The planning commission is the designated planning agency for the city as specified by state law. The planning commission is responsible for a variety of discretionary recommendations to the city council on land use legislation, comprehensive plan amendments and certain quasi-judicial matters. ~~The planning commission is the decision-making body for conditional uses. See ECC 15.250.040. The planning commission duties and responsibilities are specified in the bylaws duly adopted by the planning commission.~~
- D. The hearing examiner is responsible for certain quasi-judicial decisions designated by this title and the review of administrative appeals. The hearing examiner is the decision making body for conditional uses. See ECC 15.250.040.
- E. The landmarks and design commission is the designated body responsible for certain quasi-judicial and legislative decisions established by this title relating to properties identified as being on the Ellensburg landmarks register.
- F. The director shall have the authority to administer the provisions of the LDC, to make determinations with regard to the applicability of the regulations, to interpret unclear provisions,

to require additional information to determine the level of detail and appropriate methodologies for required analysis, to prepare application and informational materials as required, to promulgate procedures and rules for unique circumstances not anticipated within the standards and procedures contained within the LDC, to decide all requests for non-landmarks register departures from the city’s design standards (see ECC 15.210.060 for “departure” provisions), and to enforce requirements.

G. The rules and procedures for proceedings before the hearing examiner, appointed review bodies, and city council are adopted by ordinance and available from the city clerk’s office and the department. [Ord. 4656 § 1 (Exh. O2), 2013.]

Section 3. Section 15.210.040 of Ellensburg City Code, as last amended by Ordinance 4807, is hereby amended to add the following section:

15.210.040 Permit review process types – Decision-making, procedures and notice requirements.

A. Decision-Making and Appeal Process. Table 15.210.040(A) sets out the permit review decision-making and appeal processes for the permit review process types.

Table 15.210.040(A). Decision-making and appeal process for permit review process types.

	Type I	Type II	Type III	Type IV	Type V
Final decision made by:	Director or designated decision-maker (see ECC 15.210.050(A))	Director or designated decision-maker (see ECC 15.210.050(B))	Designated decision-maker (see ECC 15.210.050(C))	Designated decision-maker (see ECC 15.210.050(D))	City council
Recommendation made by:	NA	NA	Designated body	Designated body	Planning commission
Open record predecision public hearing	No	No Except that landmarks and design commission holds an open record public	Yes	Yes	Yes multiple open record predecision

Table 15.210.040(A). Decision-making and appeal process for permit review process types.

	Type I	Type II	Type III	Type IV	Type V
		hearing (see Chapter 15.280 ECC)			hearings can be held
Open record appeal public hearing	Yes	Yes, except for landmarks and design commission decisions which have a closed record appeal	No	No	No
Closed record appeal hearing	No	No, except for landmarks and design commission demolition permit decisions <u>which are appealed to the Hearings Examiner</u>	Yes	No	No
Appeal to:	Superior court	Hearing examiner except landmarks and design commission decisions are appealed to city council and direct or decisions on departures are appealed to city council	Hearing examiner or city council	Superior court	Superior court or to the growth management hearings board if GMA action
Judicial appeal (see ECC 15.230.100)	Yes	Yes	Yes	Yes	Yes

B. Procedures. Table 15.210.040(B) sets out the permit review procedures for the five permit review process types.

**Table 15.210.040(B). Procedures for
permit review process types.**

	Type I	Type II	Type III	Type IV	Type V
Preapplication meeting (see ECC 15.220.010)	No	No ¹	Yes	Yes	No
Notice of complete application (see ECC 15.220.030)	No	Yes	Yes	Yes	No
Notice of application (see ECC 15.220.040)	No	Yes	Yes	Yes	No
SEPA determination (see Chapter 15.270 ECC)	No	Yes If applicable	Yes If applicable	Yes	Yes If applicable
Notice of hearing (see ECC 15.230.020)	No	No	Yes	Yes	Yes
Notice of decision (see ECC 15.220.080)	Yes	Yes	Yes	Yes	Yes

120-day review period (see ECC 15.220.070)	No²	Yes	Yes	Yes	No
Final decision made by:	Director or designated decision-maker (see ECC 15.210.050(A))	Director or designated decision-maker (see ECC 15.210.050(B))	Designated decision-maker (see ECC 15.210.050(C))	Designated decision-maker (see ECC 15.210.050(D))	City council
Recommendation made by:	NA	NA	Designated body	Designated body	Planning commission
Open record predecision public hearing	No	No Except that landmarks and design commission holds an open record public hearing (see Chapter 15.280 ECC)	Yes	Yes	Yes multiple open record predecision hearings can be held
Open record appeal public hearing	Yes	Yes, except for landmarks and design commission decisions which have a closed record appeal	No	No	No
Closed record appeal hearing	No	No, except for landmarks and design commission	Yes	No	No

		demolition permit decisions which are appealed to the Hearings Examiner			
Appeal to:	Superior court	Hearing examiner except landmarks and design commission decisions are appealed to city council and director decisions on departures are appealed to city council	Hearing examiner or city council	Superior court	Superior court or to the growth management hearings board if GMA action
Judicial appeal (see ECC 15.230.100)	Yes	Yes	Yes	Yes	Yes

Notes/conditions:

1. A preapplication meeting shall be required for all major design review projects and short subdivisions as set forth in ECC 15.250.030.

2. Short subdivisions have a 60-calendar-day deadline for issuance (after determination of complete application). A final subdivision must issue in 30 calendar days and a preliminary subdivision must issue in 90 calendar days (after determination of complete application). See RCW 58.17.140 and ECC 15.260.060 and 15.260.120.

C. Notice Requirements. Table 15.210.040(C) sets out the notice requirements for the five permit review process types.

Table 15.210.040(C). Notice requirements for all permit application types, unless otherwise stated. See Chapter 15.220 ECC.

	Send to property owners within 300'	Public notice (see ECC 15.220.040)	Post property (see ECC 15.220.050)	Send to agencies	Send to applicant
Notice of completeness (see ECC 15.220.040)					X
Notice of application (see ECC 15.220.040)	X	X, except for Type I permits	X, except for Type I and II permits	X	X
SEPA determination (see Chapter 15.270 ECC)		X	X	X	X
Notice of open record predecision hearing or meeting, if applicable	X	X	X for site-specific proposals		X
Notice of decision (see ECC 15.220.080)		X	X, except for Type I and II permits		X
Notice of appeal hearing, if applicable	X	X			X

[Ord. 4807 § 16, 2018; Ord. 4656 § 1 (Exh. O2), 2013.]

Section 4. Section 15.210.050 of Ellensburg City Code, as last amended by Ordinance 4878; are hereby amended to read as follows:

15.210.050 Projects under permit review process types.

A. Review Process Type I. Table 15.210.050(A) identifies the types of projects and permits that require a Type I review process. Any decision-making, procedural, or noticing variations from the Type I review process are described in the middle column. The right column identifies code sections applicable to the project/permit.

Table 15.210.050(A). Projects under Type I review process.

Where superscript numbers are included in a cell, please reference the applicable number under “Notes/conditions” below the table.

Type I Project¹	Decision-making, procedures or noticing variation from ECC 15.210.040	Relevant ECC chapter or section(s)
Boundary line adjustments	No variation	ECC 15.260.050
Code interpretation	No variation	ECC 15.110.060(F)
Commercial wireless communication support towers, antenna arrays and facilities in residential zones	No variation Except if on a landmarks register property, then must undergo review and decision by the landmarks commission as Type II project. (See ECC 15.340.070)	ECC 15.340.070
Critical area exemption request or allowable activity	No variation	Division VI
Critical area initial and final determination	See Division VI for process variation	Division VI
Final short subdivision approval	(See ECC 15.260.120)	Chapter 15.260 ECC
Final subdivision approval	Final decision by city council (See ECC 15.260.060)	ECC 15.260.060
Home occupation	No variation	ECC 15.340.020
Minor changes to approved preliminary subdivision	No variation	ECC 15.260.110
Minor preliminary plat alteration	No variation	ECC 15.260.110(A)

Table 15.210.050(A). Projects under Type I review process.

Where superscript numbers are included in a cell, please reference the applicable number under “Notes/conditions” below the table.

Type I Project¹	Decision-making, procedures or noticing variation from ECC 15.210.040	Relevant ECC chapter or section(s)
Minor revision to regional retail commercial master site plan	No variation	ECC 15.390.040(C)(4)
Nonconforming use determination	No variation	Chapter 15.240 ECC
Permitted use	No variation	Chapter 15.310 ECC
Site development permits (no SEPA required)	No variation	ECC 15.250.020
Small wind energy system (one per parcel) ²	No variation Except if on a landmarks register property, then must undergo review and decision by the landmarks commission as Type II project. See ECC 15.340.060	ECC 15.340.060

Notes/conditions:

1. If any Type I project requires a SEPA threshold determination it automatically becomes a Type II project.
2. Where more than one small wind energy system is proposed for a parcel, then a conditional use permit is required.

B. Review Process Type II. Table 15.210.050(B) identifies the types of projects and permits that require a Type II review process. Any decision-making, procedural, or noticing variations from the Type II review process are described in the middle column. The right column identifies code sections applicable to the project/permit.

Table 15.210.050(B). Projects under Type II review process.

Where superscript numbers are included in a cell, please reference the applicable number under “Notes/conditions” below the table.

Type II Project	Decision-making, procedures or noticing variation from ECC 15.210.040	Relevant ECC chapter or section(s)
Administrative variance	No variation	ECC 15.500.040
Commercial wireless communication support towers, antenna arrays and facilities in commercial and industrial zones	No variation, except landmarks register properties require decision by landmarks and design commission after a public hearing	ECC 15.340.070
Critical area exception for public agency or reasonable use	No variation	Division VI
Design review, major and minor	No variation	ECC 15.250.030 Division V (Project Design)
Design review departure request for landmarks register property	Decision by landmarks and design commission after a public hearing; appeal closed record to city council	ECC 15.210.060 (Departures)
Design review departure request for non-landmarks register property	Appeal open record to city council	ECC 15.210.060 (Departures)
Landmark certificate of appropriateness (COA)	Landmarks and design commission decision after public hearing; appeal closed record to city council	ECC 15.280.090
Landmarks register demolition	Landmarks and design commission decision after a public hearing; appeal closed record to city council	ECC 15.280.090
Short subdivision alteration	No variation	ECC 15.260.170(C)

Table 15.210.050(B). Projects under Type II review process.

Where superscript numbers are included in a cell, please reference the applicable number under “Notes/conditions” below the table.

Type II Project	Decision-making, procedures or noticing variation from ECC 15.210.040	Relevant ECC chapter or section(s)
Short subdivision, preliminary	No variation	Chapter 15.260 ECC (Subdivisions) Division IV (Community Design)
Site development permit (if SEPA required)	No variation	ECC 15.250.020
Temporary use	No variation	ECC.250.010

C. Review Process Type III. Table 15.210.050(C) identifies the types of projects and permits that require a Type III review process. Any decision-making, procedural, or noticing variations from the Type III review process are described in the middle column. The right column identifies code sections applicable to the project/permit.

Table 15.210.050(C). Projects under Type III review process.

Where superscript numbers are included in a cell, please reference the applicable number under “Notes/conditions” below the table.

Type III Project	Decision-making, procedures or noticing variation from ECC 15.210.040	Relevant ECC chapter or section(s)
Binding site plan	City council decision	ECC 15.260.180
Conditional use permit	Planning commission <u>Hearing Examiner</u> decision after open record hearing; appeal closed record to city council	ECC 15.250.040

Table 15.210.050(C). Projects under Type III review process.

Where superscript numbers are included in a cell, please reference the applicable number under “Notes/conditions” below the table.

Type III Project	Decision-making, procedures or noticing variation from ECC 15.210.040	Relevant ECC chapter or section(s)
Extension requests for regional retail commercial master site plan projects	City council decision after open record public hearing	ECC 15.390.040(C)(3)
Variance	Hearing examiner decision after open record hearing; appeal closed record to city council	ECC 15.250.050
Variance for critical areas regulations	Hearing examiner decision after open record hearing; appeal closed record to city council	ECC 15.610.210 and 15.610.215 (frequently flooded areas)

D. Review Process Type IV. Table 15.210.050(D) identifies the types of projects and permits that require a Type IV review process. Any decision-making, procedural, or noticing variations from the Type IV review process are described in the middle column. The right column identifies code sections applicable to the project/permit.

Table 15.210.050(D). Projects under Type IV review process.

Where superscript numbers are included in a cell, please reference the applicable number under “Notes/conditions” below the table.

Type IV Project	Decision-making, procedures or noticing variation from ECC 15.210.040	Relevant ECC chapter or section(s)
Major revisions to regional retail	Open record hearing before hearing examiner with recommendation	ECC 15.390.040(C)(4)

Table 15.210.050(D). Projects under Type IV review process.

Where superscript numbers are included in a cell, please reference the applicable number under “Notes/conditions” below the table.

Type IV Project	Decision-making, procedures or noticing variation from ECC 15.210.040	Relevant ECC chapter or section(s)
commercial master site plans	for city council decision after closed record public hearing; not subject to decision timelines	
Master plan for P-R zone uses	Hearing examiner recommendation to city council after open record hearing; city council decision after closed record hearing	ECC 15.250.080 and 15.310.050
Plat alteration (major)	City council decision after open record hearing	ECC 15.260.110(C)
Plat vacation	City council decision after open record hearing	ECC 15.260.110(B)
Preliminary subdivision	Hearing examiner recommendation to city council after open record hearing; city council decision after closed record hearing	Chapter 15.260 ECC
Regional retail commercial master site plans	Open record hearing before hearing examiner with recommendation for city council decision after closed record public hearing ¹ ; not subject to timelines	ECC 15.390.040 (master site plan provisions for regional retail commercial projects)
Site-specific rezone	Hearing examiner recommendation to city council after open record hearing; city council decision after closed record hearing	ECC 15.250.060 Chapter 15.300 ECC

Notes/conditions:

1. For review of a regional retail commercial master site plan related to a rezone application, subdivision application, a short subdivision application, or a binding site plan application, see ECC 15.390.040(C).

E. Review Process Type V. Table 15.210.050(E) identifies the types of approvals and permits that require a Type V review process. Any decision-making, procedural, or noticing variations from the Type V review process are described in the middle column. The right column identifies code sections applicable to the permit.

Table 15.210.050(E). Approvals subject to Type V review process.

Where superscript numbers are included in a cell, please reference the applicable number under “Notes/conditions” below the table.

Type V Approvals	Decision-making, procedures or noticing variation from ECC 15.210.040	Relevant ECC chapter or section(s)
Annexations	No variation	Chapter 15.360 ECC
Comprehensive plan amendment	See ECC 15.250.090	ECC 15.250.090
Essential public facilities	See ECC 15.250.110	ECC 15.250.110; RCW 36.70A.200; and Chapter 11 of the comprehensive plan
Land development code amendment	See ECC 15.250.100	ECC 15.250.100
Rezone (other than site specific)	No variation	ECC 15.250.060 and Chapter 15.300 ECC

[Ord. 4878 § 14, 2021; Ord. 4807 § 17, 2018; Ord. 4803 § 2, 2018; Ord. 4769 §§ 8 – 10, 2017; Ord. 4656 § 1 (Exh. O2), 2013.]

Section 5. Section 15.250.040 of Ellensburg City Code, as last amended by Ordinance 4656; are hereby amended to read as follows:

15.250.040 Conditional use permits – Type III review process.

A. Purpose. The purpose of a conditional use permit is to locate a permitted use on a particular property, subject to conditions placed on the permitted use to ensure compatibility with nearby land uses.

B. Procedures. Conditional use permits are subject to the Type III review process as set forth in Chapter 15.210 ECC.

C. Decision Criteria. The city may approve or approve with conditions only if the applicant demonstrates that:

1. The size of the site is adequate for the proposed use, including all facilities and amenities that are required by this title or desired by the applicant;
2. The proposed use will not be detrimental to the public health, safety, and general welfare of the community and will not introduce hazardous conditions at the site that cannot be mitigated to protect adjacent properties;
3. The topography, soils, and other physical characteristics of the site are appropriate for the use and potential problems due to weak foundations soils can be eliminated or reduced to the extent necessary to avoid hazardous situations;
4. The proposed use will not be injurious to, or adversely affect the uses, property, or improvements adjacent to, or in the vicinity of the site upon which the proposed use is to be located;
5. The proposed use is compatible with adjacent land uses and consistent with the character of the surrounding area;
6. The proposed use will be supported by adequate water, sewer, storm drainage, schools, electrical, police, fire protection facilities and services. The use will not overburden or adversely affect said public facilities and services;
7. The traffic generated by the proposed use will not unduly burden the traffic circulation system in the vicinity;
8. An adequate site layout is proposed for on-site circulation and transportation activities, considering the potential impacts of the proposed use on traffic flow and control, emergency vehicle movements and safety associated with the suitability of access points, on-site drives, parking, loading and unloading areas, refuse collection and disposal

points, sidewalks, bike paths, or other transportation facilities required by this title or desired by the applicant;

9. The proposal will cause no unreasonably adverse effects to wetlands, shorelands, wildlife habitat, and other critical areas;

10. Buffering devices such as fencing, landscaping or topographic characteristics adequately protect adjacent properties from adverse effects of the proposed use, including adverse visual or auditory effects;

11. The granting of the conditional use is consistent and compatible with the intent of the goals, objectives and policies of the comprehensive plan;

12. The proposed use complies with the appropriate development and performance and all other applicable provisions of the city of Ellensburg development standards; and

13. All conditions necessary to lessen any impacts of the proposed use have been included in the project design or will be required as conditions of approval.

D. Appropriate Conditions for Approval. In approving a conditional use, the ~~planning commission~~ Hearing Examiner may impose conditions including, but not limited to, any of the following conditions:

1. Limit the manner in which the use is conducted, including restricting the time an activity may take place and imposing restraints to minimize environmental effects such as noise, vibration, air pollution, glare and odor;

2. Establish a special yard or other open space, lot area or dimension;

3. Limit the height, size or location of a building or other structure;

4. Designate the size, number or nature of vehicle access points;

5. Increase the amount of street dedication, roadway width or improvements within the street right-of-way;

6. Designate the size, location, screening, drainage, surfacing or other improvements of off-street parking or truck loading areas;

7. Limit or otherwise designate the number, size, location, and height of lighting of signs;

8. Limit the number and intensity of outdoor lighting or require its shielding;

9. Require screening, landscaping or another facility to protect adjacent or nearby property and designate standards for installation or maintenance of the facility;

10. Require and establish the size, height, location or materials for a fence;
11. Protect existing trees, vegetation, water resources, wildlife habitat or other significant natural resources;
12. Impose special conditions on the proposed development to ensure that it is in conformance with the surrounding neighborhood and the intent and purpose of the zoning district classification; and/or
13. Require such financial guarantees and evidence that any applied conditions will be complied with. [Ord. 4656 § 1 (Exh. O2), 2013.]

Section 6. Chapter 15.280 of Ellensburg City Code, as last amended by section 15 of Ordinance 4887, is hereby repealed, and replaced with a new chapter 15.280 to read as follows:

**Chapter 15.280
ELLENSBURG LANDMARKS REGISTER AND PROCEDURES**

Sections:

- 15.280.010 Short title.**
- 15.280.020 Declaration of purpose.**
- 15.280.030 Definitions**
- 15.280.040 Creation of Ellensburg landmarks and design commission.**
- 15.280.050 Members, qualifications and terms.**
- 15.280.060 Powers and duties.**
- 15.280.070 Officers and records.**
- 15.280.080 Landmarks and design commission staff.**
- 15.280.090 Ellensburg landmarks register.**
- 15.280.100 Review of changes to landmarks register properties.**
- 15.280.110 Application for demolition permit; demolition review standards**
- 15.280.120 Evaluation of economic impact.**
- 15.280.130 Special valuation for historic properties.**

15.280.010 Short title.

The following sections shall be known and may be cited as the “landmarks and design ordinance” of the city of Ellensburg.

15.280.020 Declaration of purpose.

This chapter is intended to identify, evaluate, designate, protect, enhance, and perpetuate historic places within the city of Ellensburg in order to:

- A. Safeguard the heritage of the city as represented by those buildings, districts, objects, sites, and structures which reflect significant elements of Ellensburg's history;
- B. Foster civic pride in the beauty and accomplishments of the past;
- C. Stabilize and improve the economic vitality of buildings, neighborhoods, and the community as a whole;
- D. Strengthen the city's tourism industry by enhancing its historic character;
- E. Facilitate early resolution of conflicts between preservation of historic resources and alternative land uses;
- F. Protect property values and public and private investment in the existing built environment;
- G. Provide incentives to property owners for the acquisition, preservation, restoration, redevelopment, and continued use of outstanding historic properties; and
- H. Encourage the rehabilitation of eligible historic properties through the "special valuation for improvements to historic property" program, a property tax incentive, as provided in Chapter 84.26 RCW.

15.280.030 Definitions

The following definitions are specific to this chapter and shall have the following meanings:

"Certificate of appropriateness" or "COA" means the approval issued by the landmark and design commission indicating the commission has reviewed the proposed changes to a landmarks register property or within a landmarks register historic district and certified the changes as not adversely affecting the historic characteristics of the property which contribute to its designation. See Chapter 15.280 ECC.

"Commission" means the city's landmarks and design commission.

"Imminently Dangerous" means a condition that could cause serious or life-threatening injury or death at any time and is typically intended to describe situations that pose a danger in an occupied building, or to adjacent occupied buildings.

“Landmark property” means real property together with improvements thereon, except property listed in a register primarily for objects buried below ground, which is listed on the Ellensburg Landmarks Register, stops at the parcel boundary, and does not include public right of way.

“Neglect” means the lack of proper maintenance for a building or structure, that contributes to the building being deemed structurally deficient.

“Ordinary repair and maintenance” means work for which a permit issued by the city is not required by law, and where the purpose and effect of such work is to correct any deterioration or decay of or damage to the real building or structure appurtenance therein and to restore the same, as nearly as may be practicable, to the condition prior to the occurrence of such deterioration, decay, or damage.

“Structure” for the purpose of this chapter, means anything constructed or erected with a fixed location on the ground or attached to something having a fixed location on the ground.

“Structurally Deficient” means any failure or deviation from the intended structural performance of a building element due to defective design, workmanship, material, or caused by the age of the building.

15.280.040 Creation of Ellensburg landmarks and design commission.

There is hereby created an Ellensburg landmarks and design commission which shall have the powers, duties and functions provided in this chapter.

15.280.050 Members, qualifications and terms.

A. The Ellensburg landmarks and design commission shall consist of seven members appointed by a majority of the Ellensburg city council. A majority of members so appointed shall be residents of the city of Ellensburg.

B. All members of the commission shall have demonstrated an active interest in historic preservation and design review.

C. The commission shall include at least two owners of property from within the downtown and First Railroad Addition historic districts, as defined in ECC 15.300.070(B) and (C), or a property individually listed on the Ellensburg landmarks register. One member shall be a member of the Ellensburg Downtown Association (EDA) for a term of four years. One member shall be a general at-large position. The commission shall include at least three professionals (active or retired) who work or worked among the related fields of history, architecture, construction, landscape design, historic preservation, planning, anthropology, archaeology, cultural geography, American studies, land use law, or real estate.

D. A commission action that would otherwise be valid shall not be rendered invalid by the temporary vacancy of one or all of the professional positions, unless the commission action is related to meeting certified local government (CLG) responsibilities cited in the certification agreement between the Ellensburg city council and the State Historic Preservation Officer.

E. Appointment of new members to the commission shall be for a period of four years. Vacancies shall be filled by the Ellensburg city council for any unexpired term in the same manner as the original appointment.

15.280.060 Powers and duties.

The primary role of the commission is twofold: 1) encourage the preservation of Ellensburg historic landmarks, and 2) to review proposed changes to Ellensburg landmarks properties.

A. Encourage the Preservation of Ellensburg Historic Landmarks. In the area of historic landmarks preservation, the primary role of the commission is to identify and actively encourage the conservation of Ellensburg's historic resources through a register of landmarks and historic resources and a review of proposed changes to landmarks; to raise community awareness of Ellensburg's history and built environment; and to serve as the city's primary resource in matters of heritage, historic planning, and preservation. In carrying out these responsibilities, the commission shall engage in the following:

1. Conduct and maintain a comprehensive Ellensburg historic resource inventory; publicize and periodically update inventory findings. Properties included in the inventory shall be noted on official zoning records with an "HI" (for historic inventory). This notation shall not modify the underlying zone classification;
2. Initiate and maintain the Ellensburg landmarks register. This official register shall be compiled of buildings, structures, sites, objects, and districts evaluated by the commission as possessing historic significance worthy of recognition by the city of Ellensburg and worthy of preservation;
3. Review citizen nominations to the Ellensburg landmarks register according to evaluation criteria set forth in ECC 15.280.080, and adopt standards in its rules to guide this review;
4. Develop incentive programs to assist landmark owners with the use, reuse, and redevelopment of historic buildings. Such incentives may include façade design assistance, revolving loan funds, and tax or building code relief;
5. Review proposals to alter or demolish landmark buildings, landmark sites, or landmark districts listed in the register as provided in ECC 15.280.100; and adopt standards in its

rules to guide this review and the issuance of certificates of appropriateness and demolition applications;

6. Conduct all commission meetings in compliance with Chapter 42.30 RCW, Open Public Meetings Act, provide for adequate public participation, and adopt standards in its rules to guide this action;

7. Submit nominations to the Washington Heritage Register and the National Register of Historic Places and adopt standards in its rules to guide this action;

8. Through staff, provide review and comment to the department of community development on development proposals affecting historic resources within the boundaries of the city of Ellensburg;

9. Provide review and comment to the Ellensburg city council on land use planning, housing, transportation, municipal improvements, and other activities proposed by any agency of the city of Ellensburg, Kittitas County, Washington State, or the federal government, as they relate to the historic resources of Ellensburg;

10. Advise the Ellensburg city council generally on matters of historic preservation and heritage tourism, and perform other related functions as assigned by the Ellensburg city council;

11. Investigate and report to the Ellensburg city council on current federal, state, local and private funding sources available to promote public and private historic preservation projects and heritage tourism in the city of Ellensburg;

12. Establish working liaisons with existing nonprofit organizations and with federal, state, and local government entities to further historic preservation objectives in Ellensburg;

13. Provide current information to property owners on techniques and appropriate treatments for maintaining and rehabilitating historic properties. This may take the form of pamphlets, newsletters, workshops, or similar activities;

14. Compile a list of historic preservation consultants, building movers, and available vacant lots to assist in avoiding demolition of historic buildings. Consider proposing a property maintenance ordinance to assist with mothballing vacant historic buildings;

15. Conduct educational and interpretive programs pertaining to Ellensburg's historic resources;

16. Review nominations to the State and National Register of Historic Places.

17. Serve as the local review board for special valuation as provided under Chapter 84.26 RCW and ECC 15.280.130; and

18. Administer the historic preservation grant program in accordance with procedures authorized and approved by the city council.

B. Review Proposed Changes to Ellensburg Landmarks Properties. In the area of design review, a primary role of the commission is to review and make the decisions on proposed changes (including signage) to landmark properties. See ECC 15.280.090 for the design review process for landmark property/district related projects.

C. Demolition Review. In the area of demolition review, the role of the commission is to review and make decisions on the proposed whole or partial demolition of a landmark property or property located within an Ellensburg Landmark District boundary.

15.280.070 Officers and records.

The commission shall select from among its membership a chairperson and such other officers as may be necessary to conduct the commission's business. A majority of the membership will constitute a quorum for the purpose of transacting business. Action by the commission shall be by majority vote. A tie vote on a motion to approve shall constitute a failure of the motion and denial of the application. All meetings shall be open to the public and the commission shall keep minutes of its proceedings, and the minutes and a copy of its adopted kept on file in the office of the city clerk and be open to inspection by the public.

15.280.080 Landmarks and design commission staff.

Assistance to the commission shall be provided by the department of community development, which shall assign a professionally qualified member of the department's staff, or a qualified consultant, to act as a preservation planner to assist the commission in fulfilling its historic landmarks preservation duties. Under direction of the commission, the preservation planner shall be the custodian of the commission's historic landmarks records. The preservation planner shall conduct official correspondence, assist in organizing the commission, and carry out the technical work of the commission in all historic landmarks preservation activities.

15.280.090 Ellensburg landmarks register.

There is hereby created an Ellensburg landmarks register.

A. Criteria for Eligibility to the Register. Any building, structure, site, object, or district may be designated for listing in the Ellensburg landmarks register if it is significantly associated with the settlement, development, architecture, politics, economy, social history, archaeology, or cultural heritage of the community; retains integrity of location, setting, design, materials, workmanship,

feeling, and association; is at least 50 years old; and if it meets at least one of the following criteria:

1. Is associated with events that have made a significant contribution to the broad patterns of local, state, or national history;
2. Is closely linked with the life of a person important in the history of the city, state, or nation;
3. Embodies the distinctive visual characteristics of an architectural type, period, style, or method of construction;
4. Is an outstanding work of a designer, builder, or architect;
5. Has yielded, or may be likely to yield, important archaeological information related to history or prehistory; and/or
6. Because of prominent spatial location, contrasts of siting, age, or scale, it is an easily identifiable visual feature of its neighborhood and contributes to the distinctive identity of that neighborhood.

B. Process for Designating Properties to the Landmarks Register (a Type II Review Process Exception).

1. Any person may nominate a building, structure, site, object, or district for inclusion in the Ellensburg landmarks register. Members of the commission or the commission as a whole may generate nominations. In its designation program, the commission shall consider the Ellensburg historic resource inventory and the Ellensburg comprehensive plan. Owner(s)' consent is required before the commission shall consider the nomination.
2. Nominations shall be made on forms provided by the commission. Completed nominations received by the commission will be scheduled for review within 15 working days of receipt.
3. The commission shall consider the merits of the nomination at a public hearing, in accordance with the criteria for eligibility set forth in subsection (A) of this section, and according to the nomination review process.
4. Adequate notice shall be given to the general public, the property owner(s), the author of the nomination, and lessees, if any, prior to the public hearing. Such notice shall include publication in a newspaper of general circulation in Ellensburg.
5. Within 10 days of holding the public hearing, the commission shall render a decision on whether a nominated property meets the criteria set forth in subsection (A) of this

section. If the finding is that the nominated property meets the criteria set forth in subsection (A) of this section, the property shall be officially listed as a landmark, landmark site, or landmark district or part thereof. Notice of the decision shall be sent to the property owner(s), the author of the nomination, any occupants of the building, the preservation planner, and the Ellensburg city council. If the listed property is adjacent to the boundary of an existing landmark district, said boundary shall be amended accordingly. If the listed property will create a new landmark district, then the listed area shall be designated on the official zoning map with the notation “LR” to indicate the district is on the landmarks register. An isolated property shall be designated on the official zoning map with the notation “LR” to indicate the property is on the landmarks register.

6. For individual landmark designations, the commission shall include in its designation the applicable criteria on which the listing is based, a legal description of the property, and a list of all significant features that contribute to its historic character.

7. For landmark district designations, the commission shall include in its designation recommendation the applicable criteria, a description of the boundaries of the district, and a list of all buildings, structures, sites, and objects which contribute to its historic character.

8. Whenever the commission rejects the nomination of all or any part of a property, the commission shall, within 10 working days, issue a written decision including reasons supporting the determination that the criteria set forth in subsection (A) of this section have not been met. Notice of the decision shall be sent to the property owner(s), author of the nomination, any lessees, the preservation planner, and the Ellensburg city council.

9. The commission’s decision on a COA may be appealed to the hearing examiner in a closed record appeal hearing.

10. Properties listed in the Ellensburg landmarks register shall be recorded on official zoning records with an “LR” (for landmarks register). This designation shall not change or modify the underlying zone classification.

C. Downtown and Residential Historic Districts.

1. The existing downtown historic district, defined in ECC 15.300.070(B) and hereafter known as the “downtown historic district,” and the existing residential historic district, defined in ECC 15.300.070(C) and hereafter known as the “First Railroad Addition historic district,” are hereby designated as Ellensburg landmark districts. The geographic area encompassed by each district is identified on the map attached to the ordinance codified in this chapter and made a part of this chapter by reference.

2. The commission shall compile existing historical data and property records, prepare Ellensburg landmarks register nomination forms, and create complete landmark files for each of the landmark districts.

3. The provisions of ECC 15.280 shall hereafter apply to the downtown historic district and the First Railroad Addition historic district.

D. Change of Status from Noncontributing to Contributing within a District. The owner(s) of record of noncontributing property within a district may submit a COA application to the department for change of status of the property from noncontributing to contributing. The application shall identify all features of historical significance of the property in accordance with subsection A of this section and shall include the legal description and description of all interior and exterior features, and outbuildings, that contribute to its proposed designation as a contributing property.

E. Effects of Listing on the Ellensburg Landmarks Register.

1. Listing on the Landmarks register of historic places is an honorary designation denoting significant association with the historic, archaeological, engineering, or cultural heritage of the community. Properties are listed individually or as contributing properties to a historic district.

2. Prior to the commencement of any exterior work visible from a public right of way on a Landmarked building or any property located within the boundaries of a district, excluding ordinary repair and maintenance, the owner must apply for and receive a COA from the commission for the proposed work. Violation of this rule shall be grounds for the commission to review the property for removal from the register.

3. This city is a certified local government (CLG), and therefore all qualifying properties listed on the Ellensburg and National Registers of Historic Places may be eligible for special tax valuation on their rehabilitation under ECC 15.280.130.

4. Prior to whole or partial demolition of a register property or contributing property within a district, the owner must apply for and receive a demolition approval pursuant to the requirements of ECC 15.280.110.

F. Removal of Properties from the Register. In the event that any designated landmark property is no longer deemed eligible for inclusion on the Landmarks Register by City staff or the commission, per requirements of subsections A.1-6 of this section, the commission may initiate removal of such designation by the same procedure as provided for in establishing the designation in subsection (B) of this section.

15.280.100 Review of changes to landmarks register properties.

A. Review Required.

1. No person shall alter, repair, enlarge, newly construct, relocate, or demolish any registered landmark building, or any structure located on a property within a landmark district, nor install any exterior sign or mural pursuant to subsection (A)(2) of this section, without review by the commission and issuance of a COA or a demolition permit (ECC15.280.110).
2. In the case of murals, the arts commission shall first review and provide recommendations to the commission regarding any proposal for a mural to be located on a registered landmark or within a landmark district. Factors to be considered by the arts commission include media to be used, method of application, stability, building/site, mural location and practicability of project.
3. This review shall apply to all exterior features of the building visible from a public right-of-way. This review applies whether or not a permit from the city of Ellensburg is required.
4. Review of alterations to Ellensburg landmarks register properties under this chapter is in lieu of design review required for projects and sign review per ECC 15.210.050(B).

B. Exemptions. The following activities are exempted from landmarks review and do not require a COA:

1. Ordinary repair and maintenance which does not visually alter exterior features of a building visible from a public right-of-way, and does not utilize substitute materials.
2. Repairs to or replacement of utility systems which do not alter exterior features visible from a public right-of-way.
3. Interior building construction, maintenance, remodeling, decoration, or other activities located within the building envelope.
4. Painting of previously painted exterior surfaces.
5. Construction on a Landmarked property or within a Landmark district that is not considered a structure per ECC 15.280.030, or a building per ECC 15.130. By way of example and not limitation, such work might include landscaping, fences, and detached arbors or gazebos.

C. Review Process for Proposed Changes to Registered Landmark Properties and Properties Located within a Landmark District (a Type II Review Process Exception 15.210.030(B)).

1. Requests for Review and Issuance of a COA for proposed changes to a Landmarked property, which can include demolition within the overall scope of work.
2. Application for a COA to a landmark property shall be made by filing an application with the preservation planner on forms provided by the department. A written description of materials required for the commission's review include but are not limited to; site plans, narratives, elevations, and material samples, and shall be provided to the applicant. Preliminary plans may be submitted to the preservation planner for review and an advisory opinion.
3. If an application is submitted to the department for any permit which affects a designated landmark, or a property located in a landmark district, the building official shall promptly refer such application to the preservation planner, and such shall be deemed an application for a COA if accompanied by the additional materials required for COA review. No city permit shall be issued, nor work begun, until the landmarks and design review process has been completed and a COA has been issued pursuant to this chapter.
4. Landmarks and Design Commission Review.
 - a. At a regularly scheduled public hearing, the commission shall review the proposed work according to the relevant design provisions set forth in Divisions IV and V of this title. After concluding the public hearing, the commission shall approve or disapprove the application. Approval of COAs or demolition permits shall be based upon appropriateness of proposal as reflected in said design provisions, and upon review of demolition standards per ECC 15.280.120.
 - b. The commission may approve with or without conditions or disapprove an application. The decision of the commission shall be rendered within 30 working days of the date of receipt of a completed application, unless the parties agree to an extension. The commission's findings in support of any decision shall be in writing and shall cite the applicable design provisions.
 - c. If the commission makes a decision to issue a COA, such certificate shall be promptly issued to the applicant by the preservation planner and a copy of such certificate shall be transmitted to the building official.
 - d. If the commission denies the application, the applicant and the building official shall be notified of such denial, including the reasons why approval of the application is not warranted.

e. In the case of proposed demolition of a building or structure within a COA application that is listed in the landmarks register, the commission may require conditions of approval including, but not limited to, mitigation measures (e.g., to document the property, salvage significant architectural features of the building, install historical markers or plaques, prepare publications, etc., that provide historical context for the site).

f. The commission's decision on a COA may be appealed to the hearing examiner in a closed record appeal hearing.

15.280.110 Application for demolition permit; demolition review standards.

A. Permitted Reasons for Demolition. The proposed full or partial demolition of buildings or structures listed on the Ellensburg landmarks register individually or within a district, is disfavored in order to preserve the integrity of the city's historic landmarks and districts. Notwithstanding the foregoing, an application for a demolition permit under this chapter may be submitted for the following reasons:

1. Structural Deficiencies;
2. Economic Infeasibility (15.280.120); or
3. Property is not listed as contributing to the Landmarks District and is ineligible for future status change per listing requirements of 15.280.090(A).

B. Application.

1. An applicant proposing the full or partial demolition of any building or structure listed on the Ellensburg landmarks register or located within a landmark district, shall supply the information required in this section. The information to be provided relates only to the property or building under review, but does not require information concerning an owner's assets or income except as it specifically relates to the property or building under review.
2. An application for full or partial demolition of a building or structure listed on the Ellensburg landmarks register, shall be deemed incomplete unless the application provides the following:
 - a. A narrative explaining the reasons for the proposed demolition and how the proposed demolition satisfies the standards listed in subsection C.1;
 - b. Photographs documenting the existing condition of the structure;
 - c. Analysis of possible alternatives to demolition considered, including but not

limited to one or more of the following:

- i. Redesigning the project to avoid any impact to the structure or setting;
- ii. Conversion of the structure into another use (adaptive reuse);
- iii. Relocation of the structure on the property;
- iv. Relocation of the structure to another property;
- v. Salvaging from the structure historically significant architectural features and building materials; or
- vi. Possible design alternatives.

d. Where demolition is sought due to structural deficiencies or the building is so deteriorated, and there is so little historical fabric, that it would be unreasonably costly to retain the historic, cultural, and architectural significance of the structure through rehabilitation or renovation, the applicant shall supply a report from a Washington-licensed structural engineer supporting this claim; and

e. Where demolition is sought for reasons of economic infeasibility and the applicant requests that the commission consider evidence of economic impact on the owner from denial or partial denial of a demolition permit, the applicant shall supply a report that includes, but is not limited to, the requirements set forth in section 15.280.120.

f. Where demolition is sought within a Landmarks district due to the structure's ineligibility to be classified as contributing within the district, the applicant shall provide a written assessment of this claim supported by historical research demonstrating that the structure does not qualify to be reclassified as contributing per criteria set forth in ECC 15.280.090(A).

C. Demolition Permit Review Standards. An application for the partial or full demolition of a landmark property or structure in a landmark district, shall be granted if the application material provided pursuant to subsection B.2 satisfies one or more of the following criteria;

1. The applicant has demonstrated through the submitted materials and a report from a Washington-licensed structural engineer, supporting the claim that the building is so deteriorated, and there is so little historical fabric, that it would be unreasonably costly to retain the historic, cultural, and architectural significance of the structure through rehabilitation or renovation.
2. The applicant has demonstrated through the submitted materials per section 15.280.120 Evaluation of Economic Impact, that the building cannot support the intended use or

alternative uses prohibiting reasonable use of the structure;

3. The applicant has provided sufficient historical documentation to demonstrate that the subject building does not qualify to be relisted as contributing within the district per requirements of ECC 15.280.090(A); or

D. Exemptions. The following demolition activities do not require a demolition permit under this chapter:

1. Demolition review included as part of an approved COA design review application pursuant to 15.280.090 subsection (C).

2. City Abatement of Unsafe Conditions. In the event of a finding by the city building official of an unsafe condition or imminent danger, the building official may issue an abatement order allowing partial or complete demolition of a building or structure listed in the Ellensburg landmarks register provided, that all reasonable efforts have first been made to preserve and correct unsafe conditions rather than to partially or completely demolish historic buildings or structures.

E. Review Process for Proposed Full or Partial Demolitions to Registered Landmark Properties and Properties Located within a Landmark District (a Type II Review Process Exception 15.210.030(B)).

1. Application for a demolition to a landmark property or property within a Landmark district shall be made by filing an application with the preservation planner on forms provided by the department. The application shall include a written description of materials required for the commission's review, including but not limited to the requirements listed in subsection B.2 of this section. Preliminary plans may be submitted to the preservation planner for consultation prior to the preapplication conference required by this subsection.

2. If a demolition application is submitted to the department for any permit which affects a designated landmark or a property located in a landmark district, the building official shall promptly refer such application to the preservation planner to initially determine whether the application is complete per the requirements of subsection B.2. of this section. An applicant may not commence any demolition work until the landmarks and design review process has been completed and permit for the proposed demolition has been issued by the department.

3. Landmarks and Design Commission Review.

a. Mandatory preapplication conference. Applicants for a demolition permit under this chapter shall attend a preapplication conference with community

development department staff including a historic preservation planner. The preapplication meeting shall occur before the proposal is reviewed by the commission. The purpose of the preapplication conference is to review with the applicant the requirements of this chapter, to provide preliminary comments on the acceptability of the proposal, and to discuss alternatives to demolition including available financial incentives.

b. A scheduled public hearing on the application shall be scheduled within thirty (30) days of the preapplication conference unless the applicant requests a delay. The commission shall review the proposed demolition at the hearing. After concluding the public hearing, the commission shall approve or disapprove the application. Approval of demolition permits shall be based upon demolition standards set forth in this section.

c. The commission may approve with or without conditions or disapprove an application. The decision of the commission shall be rendered within fourteen (14) days of the date of hearing, unless the parties agree to an extension. The commission's findings in support of any decision shall be in writing and shall cite the applicable design provisions.

d. If the commission makes a decision to approve a proposed demolition, such approval shall be promptly issued to the applicant by the preservation planner and a copy of such certificate shall be transmitted to the building official. The building official shall include any conditions for demolition required by city ordinance or state law (e.g., disconnection of utilities, rodent abatement and similar conditions).

e. If the commission denies the application, the applicant and the building official shall be notified of such denial, including the reasons why approval of the application is not warranted.

f. In the case of demolition of a building or structure listed in the landmarks register, the commission may require conditions of approval including, but not limited to, mitigation measures (e.g., to document the property, salvage significant architectural features of the building, install historical markers or plaques, prepare publications, etc., that provide historical context for the site).

g. The commission's decision on a demolition permit may be appealed to a hearing examiner in a closed record appeal hearing.

F. Demolition permit expiration. A demolition permit issued under this chapter expires if the work authorized by the permit is not commenced within 365 days from the date of issuance of the demolition permit. The director may grant a one-time extension up to an additional 365 days, upon written request by the applicant showing circumstances beyond their reasonable control. Once a demolition permit expires, a new application for demolition must be submitted and approval obtained before work can be commenced.

G. Appeal. Any person aggrieved by any action of the commission denying or approving a demolition permit application may file a notice of appeal as set forth in Chapter 15.230 ECC.

15.280.120 Evaluation of economic impact.

A. In making its decision, the commission shall, when requested by the property owner, consider evidence of economic impact on the owner from the denial or partial denial of a COA or demolition permit. The commission may not deny a COA or demolition permit, in whole or in part, when it is established that the denial will, when available economic incentives are utilized, deprive the owner of a reasonable economic use of the property, and there is no viable and reasonable alternative which would have less impact on the significant features specified in the designation.

B. Where demolition of the building is sought for reasons of economic infeasibility, the applicant shall supply a report from the owner or a qualified professional such as a financial analyst or accountant. The report shall demonstrate that maintenance of the building or structure or any important features thereof proposed for demolition will impose an economic hardship upon the owner, rendering it impracticable to renovate, restore or reuse the structure, and rendering it economically infeasible to renovate, restore, or reuse the structure in comparison to the economic value of the proposed redevelopment. The report shall analyze the following:

1. Current level of economic return including the amount paid for the property, date of purchase, party from whom purchased and the relationship between the current owner of record, the applicant and the person from whom the property was purchased;
2. Annual gross income from the property for the previous three years, itemized operating and maintenance expenses for the previous three years, and depreciation deduction and annual cash flow before and after debt service, if any, during the same period;
3. Remaining balance on the mortgage or other financing secured by the property, real estate taxes paid on the property for the previous four years, and the most recent assessed value of the property;
4. Fair market value of the property at the time of application;

5. Whether the remainder of the site is capable of economically viable development even if the structure is required to remain on the site; and

6. Consideration of available and applicable economic incentives for rehabilitation.

C. Upon reasonable notice to the owner, the landmarks and design commission may appoint an expert to provide advice and testimony concerning the value of the landmark, the availability of incentives, and the economic impacts of approval, denial, or partial denial of a COA or demolition permit.

D. Any adverse economic impact caused due to neglect shall not constitute a basis for granting a demolition permit.

15.280.130 Special valuation for historic properties.

A. There is hereby established and implemented a special valuation program for historic properties as provided in Chapter 84.26 RCW and Chapter 254-20 WAC.

B. The Ellensburg landmarks and design commission is hereby designated as the local review board for the purposes set forth in Chapter 84.26 RCW and is authorized to perform all functions of a local review board authorized by Chapter 84.26 RCW and Chapter 254-20 WAC.

C. The class of properties eligible to apply for special valuation in the city of Ellensburg means all properties listed on the Ellensburg landmarks register, or properties contributing to an Ellensburg landmarks register historic district, which have been substantially rehabilitated at a cost and within a time period which meets the requirements set forth in Chapter 84.26 RCW.

D. As used in this chapter, “Actual Cost of Rehabilitation” means costs incurred within twenty-four months prior to the date of an application for Special Valuation directly resulting from one or more of the following:

1. Improvements to an existing building located on or within the perimeters of the original structure; or

2. Improvements outside of but directly attached to the original structure which are necessary to make the building fully usable but shall not include rentable/habitable floor space attributable to new construction; or

3. Architectural and engineering services attributable to the design of the improvements; or

4. All costs defined as qualified rehabilitation expenditures for purposes of the federal historic preservation investment tax credit.

E. The landmarks and design commission shall comply with all other local review board responsibilities identified in Chapter 84.26 RCW and Chapter 254-20 WAC.

F. Any decision of the landmarks and design commission acting on any application for classification as historic property eligible for special valuation may be appealed to superior court under RCW 34.05.510 through 34.05.598 in addition to any other remedy of law. Any decision on the disqualification of historic property eligible for special valuation, or any other dispute, may be appealed to the county board of equalization. [Ord. 4656 § 1 (Exh. O2), 2013.]

Section 7. Section 15.300.040 of Ellensburg City Code, as last amended by Section 18 of Ordinance 4887, is hereby amended to read as follows:

15.300.040 Residential zones and map designations.

A. Residential Suburban Zone (R-S). The R-S zone is intended to provide for a mix of predominantly single-family detached dwelling units in a walkable neighborhood setting. These purposes are accomplished by:

1. Allowing detached single-family dwellings as the predominant use, with options to integrate accessory dwelling units, duplexes, townhomes, and other compatible housing types in a relatively low urban density;
2. Providing standards and guidelines that reinforce Ellensburg's established pattern of attractive and walkable residential neighborhoods;
3. Providing standards and guidelines that promote the integration of usable open space for residential uses;
4. Providing standards and guidelines that encourage parks, trails, open spaces, and natural features to be integrated with the design of new development;
5. Providing an opportunity to integrate compatible small-scaled retail and service uses in strategic locations that serve the surrounding neighborhood;
6. Providing a flexible system of bonus incentives (see ECC 15.330.020) that allows for an increase in density in exchange for:
 - a. Energy efficient building and site design;
 - b. Mix of housing types;

- c. Off-street trails;
 - d. Purchase of transferable development rights (subject to the city adopting a TDR program) that help to preserve valuable resource lands outside of the city;
 - e. Preservation of historic buildings; and/or
 - f. Affordable housing; and
7. Use of this zone is appropriate for ~~any of the following or combinations thereof~~ areas designated residential neighborhood in the comprehensive plan.
- ~~a. Areas designated residential neighborhood in the comprehensive plan; and~~
 - ~~b. Areas characterized predominantly by single family dwellings.~~

B. Residential Low Density Zone (R-L). The R-L zone is intended to protect and enhance the character of existing low density residential neighborhoods while allowing for compatible infill development. These purposes are accomplished by:

- 1. Allowing detached single-family dwellings as the predominant use, with options to integrate accessory dwelling units, duplexes, townhomes and cottage housing;
- 2. Providing standards and guidelines that reinforce Ellensburg's established pattern of attractive and walkable residential neighborhoods;
- 3. Providing standards and guidelines that promote the integration of usable open space for residential uses;
- 4. Providing standards and guidelines that encourage parks, trails, open spaces, and natural features to be integrated with the design of new development;
- 5. Providing a minimum density standard to avoid large scale low density sprawl;
- 6. Providing a flexible system of bonus incentives (see ECC 15.330.020) that allows for an increase in density in exchange for:
 - a. Energy efficient building and site design;
 - b. Mix of housing types;
 - c. Off-street trails;
 - d. Purchase of transferable development rights (subject to the city adopting a TDR program) that help to preserve valuable resource lands outside of the city;

- e. Preservation of historic buildings; and/or
- f. Affordable housing; and

7. Use of this zone is appropriate for ~~any of the following, or combinations thereof~~ areas designated residential neighborhood or blended residential neighborhood in the comprehensive plan.

~~a. Areas designated residential neighborhood or blended residential neighborhood in the comprehensive plan;~~

~~b. Areas characterized by, or immediately adjacent to, areas which are predominantly single-family in character.~~

C. Residential Medium Density Zone (R-M). The R-M zone is intended to provide for a mixture of housing types in a walkable neighborhood setting. These purposes are accomplished by:

1. Allowing a variety of housing types including detached single-family dwellings, cottage housing, townhouses, and multifamily;
2. Providing standards and guidelines to help ensure that new infill development will be compatible in scale and character with existing development;
3. Providing standards and guidelines that reinforce and/or enhance the character and walkability of streets within the zone;
4. Providing standards and guidelines that promote the integration of usable open space for residential uses;
5. Providing standards and guidelines that encourage parks, trails, open spaces, and natural features to be integrated with the design of new development on large sites;
6. Providing a minimum density standard to avoid large scale low density sprawl; and
7. Use of this zone is appropriate for ~~any of the following, or combinations thereof~~ areas designated residential, neighborhood, blended residential neighborhood, neighborhood mixed use or community mixed-use in the comprehensive plan.
 - ~~a. Areas designated residential, neighborhood, mixed-use, or blended residential neighborhood, neighborhood mixed-use or community mixed-use in the comprehensive plan;~~
 - ~~b. Areas characterized by a mix of single- and multifamily buildings;~~

- ~~c.—Areas located along designated arterial streets;~~
- ~~d.—Areas adjacent to commercial zoned property;~~
- ~~e.—Areas located along corridors served by transit.~~

D. Residential High Density Zone (R-H). The R-H zone is intended to comprise areas for high density multifamily residential development in areas served by transit and within walking distance from commercial services. These purposes are accomplished by:

1. Allowing multifamily dwellings and providing a minimum density limit;
2. Providing standards and guidelines that promote compact and walkable development patterns that are well integrated with surrounding multifamily developments;
3. Providing standards and guidelines that promote the integration of usable open space for residential uses; and
4. Use of this zone is appropriate for ~~any of the following, or combinations thereof:~~ areas designated residential neighborhood, blended residential neighborhood, urban neighborhood, neighborhood mixed use, or community mixed-use in the comprehensive plan
 - ~~a.—Areas designated residential neighborhood, blended residential neighborhood, urban neighborhood, neighborhood mixed use, or community mixed-use in the comprehensive plan;~~
 - ~~b.—Areas characterized by multifamily buildings;~~
 - ~~c.—Areas adjacent to commercial zoned property;~~
 - ~~d.—Areas located along corridors served by transit.~~

E. Manufactured Home Park Zone (MHP). The MHP zone comprises areas developed or suitable for development for placement and occupancy of manufactured homes for residential purposes on rented or leased sites in manufactured home parks. These purposes are accomplished by:

1. Establishing regulations to establish, stabilize, and protect the residential character of the zone and to prohibit all incompatible activities;
2. Establishing provisions for common open space; and

3. Establishing standards for a safe and connected circulation system. [Ord. 4887 § 18, 2022; Ord. 4807 § 42, 2018; Ord. 4798 § 1, 2018; Ord. 4656 § 1 (Exh. O2), 2013.]

Section 8. Section 15.300.050 of Ellensburg City Code, as last amended by Section 19 of Ordinance 4887, is hereby amended to read as follows:

15.300.050 Commercial and industrial zones.

A. Commercial Neighborhood Zone (C-N). The C-N zone is intended to provide small scale shopping areas to serve the residential neighborhoods in outlying areas of the city. These are intended to be pedestrian-oriented areas in convenient locations and designed compatible with the surrounding neighborhood. These purposes are accomplished by:

1. Allowing small scale retail, personal services and other compatible uses that serve the surrounding residential neighborhood;
2. Providing a minimum separation of neighborhood commercial zones of 2,000 feet to minimize their overuse, while providing the opportunity for such uses to be within reasonable walking distance of all residential uses;
3. Providing a maximum size of five acres for neighborhood commercial zones to maintain a small scale and compact, pedestrian-oriented design;
4. Allowing townhouses and multifamily uses as a secondary use due to their complementary nature and ability to enhance the walkability of these zones;
5. Providing standards and guidelines that enhance the appearance and function of neighborhood center uses and their compatibility with surrounding residential uses; and
6. Use of this zone is appropriate for ~~any of the following, or combination thereof:~~ areas designated residential neighborhood, blended residential neighborhood, blended residential neighborhood, urban neighborhood, neighborhood mixed use, or neighborhood commercial in the comprehensive plan.
 - ~~a. Areas designated residential neighborhood, blended residential neighborhood, blended residential neighborhood, or urban neighborhood, neighborhood mixed use, or neighborhood commercial in the comprehensive plan;~~
 - ~~b. Areas located adjacent to a collector or arterial roadway;~~
 - ~~c. Areas centralized to serve existing and/or planned residential neighborhoods within one-quarter mile of the site.~~

B. Commercial Highway Zone (C-H). The C-H zone is intended to accommodate diversified commercial establishments and multifamily residential as a conditional use. In addition, specific areas of the C-H zone which are in the regional retail overlay may have regional retail commercial uses if special development criteria in Chapter 15.390 ECC are met. These purposes are accomplished by:

1. Allowing a broad range of commercial uses that serve the community including retail, personal and general services, and office uses;
2. Allowing small to large scale retail uses, but excluding super scale retail (over 60,000 square feet of floor area) unless associated with a regional retail commercial project meeting the provisions of Chapter 15.390 ECC;
3. Allowing multifamily residential as a conditional use; and
4. Providing standards and guidelines that enhance the appearance and function of commercial highway uses and their compatibility with surrounding uses;
5. Use of this zone is appropriate for ~~any of the following, or combinations thereof:~~ areas designated community mixed use, mixed business park, or general commercial and services in the comprehensive plan.
 - a. ~~Areas designated community mixed use, neighborhood commercial, mixed business park, or general commercial and services, or community mixed use in the comprehensive plan.;~~
 - b. ~~Areas adjacent to, or with good access to, arterial streets and highways.~~

C. Light Industrial Zone (I-L). The I-L zone is intended to accommodate certain industrial structures and uses having physical and operational characteristics which might adversely affect the economic welfare of adjoining residential and commercial uses. These purposes are accomplished by:

1. Allowing a range of general service and light industrial uses which can be operated in a relatively clean, quiet and safe manner compatible with adjoining industrial uses and without serious effect, danger or hazard to nearby residential uses;
2. Providing for eating and drinking establishments that serve other permitted uses in the zone;
3. Providing for offices as an accessory use, except where owners have purchased development rights from county properties within defined sending areas (subject to the city's adoption of a TDR program);

4. Providing design standards and guidelines that enhance the appearance and function of uses in the zone and their compatibility with surrounding uses;
5. Promoting mixed-use residential as a secondary use in areas identified as industrial residential in the comprehensive plan; and
6. Use of this zone is appropriate for areas designated mixed business park, light industrial or industrial residential in the comprehensive plan.

D. Heavy Industrial Zone (I-H). The I-H zone is intended to accommodate certain industrial structures and uses including large scale or very specialized industrial operations which might have external physical effects of an offensive or hazardous nature. These purposes are accomplished by:

1. Allowing the processing of raw materials and the manufacturing, processing, storing, and compounding of semi-finished or finished durable or nondurable products; and
2. Providing design standards and guidelines that provide for flexibility in the layout of buildings and site features, yet enhance the appearance of I-H zone uses and their compatibility with surrounding uses;
3. Use of this zone is appropriate for areas designated heavy industrial in the comprehensive plan. [Ord. 4887 § 19, 2022; Ord. 4807 § 43, 2018; Ord. 4798 § 2, 2018; Ord. 4769 § 12, 2017; Ord. 4656 § 1 (Exh. O2), 2013.]

Section 9. Section 15.300.060 of Ellensburg City Code, as last amended by Ordinance 4887, is hereby amended to read as follows:

15.300.060 Mixed-use zones

A. The general purposes of the mixed-use zones are as follows:

1. Fostering a development pattern offering direct, convenient pedestrian, bicycle, and vehicular access between residences and businesses, in order to facilitate pedestrian and bicycle travel and reduce the number and length of automobile trips;
2. Encouraging new development that supports the safe and efficient movement of goods and people;
3. Providing for a compatible mix of multifamily housing and neighborhood commercial businesses and services, with an emphasis on promoting multistory structures with commercial uses on the ground floor and multifamily housing on upper floors;

4. Promoting a compact growth pattern to efficiently use the developable land, and to enable cost-effective extensions of utilities, services, and streets; frequent transit service; and to help sustain neighborhood businesses;
5. Fostering the development of mixed-use areas that are arranged, scaled, and designed to be compatible with surrounding land uses and which provide transitions between significantly different land use;
6. Ensuring that buildings and other development components are arranged, designed, and oriented to facilitate pedestrian access.

B. The purpose of the specific mixed-use zones are as follows:

1. The ~~Residential-Office~~ (R-O) zone is intended to serve as a transition zone separating more intensive uses from single-family residential districts. This purpose is accomplished by:
 - a. Avoiding large scale low density sprawl;
 - b. Allowing a variety of housing types;
 - c. Providing for nonresidential uses that are compatible in scale and character with residential uses;
 - d. Reinforcing the character and walkability of streets within the zone;
 - e. Encouraging historic preservation and adaptive reuse of historic properties; and
 - f. Use of this zone is appropriate for: areas designated as residential neighborhood, urban neighborhood, neighborhood mixed-use, community mixed use, or neighborhood commercial in the comprehensive plan.
 - i. ~~Areas designated as residential neighborhood, urban neighborhood, and neighborhood mixed-use, community mixed use, or neighborhood commercial in the comprehensive plan. as well as:~~
 - ii. ~~Areas characterized by a mix of single- and multifamily and office uses; and/or~~
 - iii. ~~Areas located generally between commercial and single-family residential zones.~~
2. The ~~Central-Commercial~~ (C-C) zone is intended to encourage and accommodate the development and redevelopment of a viable central business district serving a broad

trade area. The intended physical form of the district is an intensive concentration of compatible business, professional and commercial, and high density residential activities. This purpose is accomplished by:

- a. Allowing a range of commercial uses that serve the broad trade area;
- b. Promoting office uses, which provide for local employment and complement other commercial uses;
- c. Promoting residential as a secondary use, including upper floors on storefront dominated streets;
- d. Providing standards and guidelines that preserve and/or enhance the historic character and scale of buildings; and
- e. Providing standards and guidelines that reinforce and/or enhance the character and walkability of streets;
- f. Use of this zone is appropriate for areas designated urban center in the comprehensive plan.

3. The eCentral-eCommercial II (C-C II) zone is intended to provide for orderly expansion of the downtown commercial core. The zone is not to be used to allow strip commercial development or C-C II zones physically separate from the downtown commercial core. These purposes are accomplished by:

- a. Allowing a range of commercial uses that serve the broad trade area;
- b. Promoting office uses, which provide for local employment and complement other commercial uses;
- c. Promoting residential as a secondary use;
- d. Providing standards and guidelines that preserve and/or enhance the historic character and scale of buildings;
- e. Providing standards and guidelines that promote compatibility between uses;
- f. Providing standards and guidelines that reinforce and/or enhance the character and walkability of streets; and
- g. Use of this zone is appropriate for areas designated urban center in the comprehensive plan.

4. The ~~n~~Neighborhood ~~e~~Center mixed-use (NCMU) zone provides for a compatible mix of neighborhood-scaled commercial and employment uses and medium density multifamily housing. These purposes are accomplished by:

- a. Promoting neighborhood identity; and
- b. Providing a range of commercial, retail, and service opportunities;
- c. Use of this zone is appropriate for areas designated community mixed-use in the comprehensive plan.

5. The ~~r~~Regional ~~e~~Center mixed-use (RCMU) zone is intended to provide a broad mix of uses that offer a variety of commercial and employment opportunities and medium to high density multifamily housing. These purposes are accomplished by:

- a. Promoting neighborhood identity; and
- b. Providing a range of commercial, retail, and service opportunities;
- c. Use of this zone is appropriate for areas designated community mixed-use or mixed business park in the comprehensive plan. and within a half-mile radius of the center of Interstate 90 interchange. [Ord. 4887 § 20, 2022.]

Section 10. Section 15.300.070 of Ellensburg City Code, as last amended by Section 21 of Ordinance 4887, is hereby amended to read as follows:

15.300.070 Special districts

A. Public Reserve Zone (P-R). The P-R zone is a special use classification established to provide existing and future areas where public uses, such as, but not limited to, governmental, educational, recreational, cultural, and other public uses operated by a public entity may be allowed to develop. It is anticipated that the uses allowed may be unique and may involve a combination of uses not permitted outright in any other zoning districts. These purposes are accomplished by:

1. Allowing a full range of public uses including parks, schools, community centers, and governmental facilities;
2. Providing viable options for the adaptive reuse of surplus public facilities provided new uses can be integrated with the surrounding communities in a compatible manner; and
3. Use of this zone is appropriate for:

- a. Areas designated public institutional, open space (private), or parks and open space (public) in the comprehensive plan. ; and
- b. Other sites planned to accommodate public uses allowed in the zone.

Section 11. Section 15.420.060 of Ellensburg City Code, as last amended by Section 1 of Ordinance 4656, is hereby amended to read as follows:

15.420.060 Access, services and utilities.

A. Each lot in a residential subdivision shall have access directly to a public right-of-way, except for:

- 1. Alternative lot designs as described in EEC 15.420.050. Driveways shall be constructed per public works development standards and ECC Title 4, Public Works;
- 2. Shared driveways may access up to ~~five~~ nine lots provided they are at least 15 feet wide and a maximum of 400 feet long. Provisions shall be made to keep the driveways clear of snow, vehicles (“no parking” signs), and vegetation.

Any lot created that is not adjacent to a public right-of-way but that has a right of ingress and egress to that right-of-way; provided, that such right has been established as a matter of record in a manner that runs with the land and is irrevocable.

B. Each lot in a residential subdivision shall be provided with adequate provisions for water supplies, sanitary wastewater facilities, storm drainage and surface water facilities, electric, and natural gas facilities (if applicable), consistent with the requirements of the public works development standards and ECC Title 9, Utilities; and

C. Approval of subdivisions may be conditioned upon dedications to the city of drainage ways, other public ways, water supplies, sanitary wastewater facilities, parks, playgrounds, and sites for schools per RCW 58.17.110 and subject to the provisions of RCW 82.02.020. [Ord. 4656 § 1 (Exh. O2), 2013.]

Section 12. Severability. If any portion of this ordinance is declared invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this ordinance.

Section 13. Corrections. Upon the approval of the City Attorney, the City Clerk and the codifiers of this ordinance are authorized to make necessary corrections to this ordinance

including, but not limited to, the correction of scrivener's errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 14. Effective Date. This ordinance shall take effect and be in force five (5) days after its passage, approval and publication.

The foregoing ordinance was passed and adopted at a regular meeting of the City Council on the 20th day of December 2023.

MAYOR

ATTEST:

City Clerk

Approved as to form:

CITY ATTORNEY

Publish:

I, Beth Leader, City Clerk of said City, do hereby certify that Ordinance No. 4935 is a true and correct copy of said Ordinance of like number as the same was passed by said Council, and that Ordinance No. 4935 was published as required by law.

BETH LEADER



Meeting Date: December 4, 2023
City of Ellensburg
City Council Agenda Report

Agenda Subject: Ordinance 4933 (second reading) - Utility Billing Policies and Procedures (Public Comment Opportunity)
Submitted by: Keith Bassett, Assistant Finance Director
Department: Finance

Suggested Motion/Action:

Move to conduct second reading and adoption of Ordinance 4933 Utility Billing Policies and Procedures.

Background/Summary:

Several changes to City Code are needed to update the City's utility billing policies and procedures to reflect processing dependencies of the City's utility billing software replacement project and comply with utility billing requirements recently added to state law.

Previous Council Action:

Council authorized the City Manager to sign agreements with Origin Utility, Inc. for software, implementation, development, and support services of the new utility billing system at the regular Council meeting on September 19, 2022, and authorized the City Manager to execute a followup work order with Origin Utility, Inc. at the regular Council meeting on July 17, 2023. Council approved first reading of Ordinance 4933 at the November 20, 2023 regular council meeting.

Analysis:

The City provides utility service to approximately 11,000 customers, across six municipal utilities. As an integral part of the physical provision of services to customers, the City is responsible for timely and accurate reading of the utility meters, timely and accurate billing of customers, and cashiering for payment of utility billings. Implementation of the Origin SmartCity utility billing and customer information system has provided an opportunity to review utility billing policies and procedures to align with industry best practices and update procedures previously limited by the legacy utility billing software. Furthermore, authorizing the Finance Director to temporarily pause initiating the delinquency process for customers during the transition between utility billing systems will focus customer service staff on helping customers who may need additional assistance to adopt the new systems.

Additionally, the state legislature adopted ESHB 1329, Chapter 105, Laws of 2023, requiring, that among other things, in periods of extreme heat, electric and water utilities must allow for reconnection of services previously disconnected for nonpayment. This change to state law requires an update to the utility billing policies and procedures related to reconnection of utility services, which is reflected in the amendment to ECC 2.12.025(E).

Financial Impact:

These updates to utility billing policies and procedures are anticipated to have a negligible impact on City finances. The temporary pause initiating the customer delinquency process will reduce late payment penalty revenue immediately following the roll-out of the new utility billing system. The updated utility deposit amounts will more closely reflect the anticipated cost to the City in the event of nonpayment. Ultimately, the customer deposit is used to satisfy utility billing liabilities or refunded to the customer and will not result in additional cost to the customer.

Budget Adjustment: No

Attachments:

1. Ordinance 4933 - Utility Billing Policies and Procedures

ORDINANCE NO. 4933

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ELLENSBURG, WASHINGTON, RELATING TO CHAPTER 2.12 “COLLECTION OF ACCOUNTS – UTILITIES, AND AMENDING SECTIONS 2.12.020, 2.12.025, 2.14.040, AND 9.91.300 OF THE ELLENSBURG CITY CODE.

WHEREAS, the City routinely reviews policies and procedures related to billing for utility service; and

WHEREAS, it is appropriate for the City to periodically adjust utility billing related policies and procedures; and

WHEREAS, the City is implementing new software to facilitate and perform utility billing procedures which require changes to the City’s utility billing policies and procedures; and

WHEREAS, recent changes to state law require updates to City utility billing, disconnect and reconnection policies and procedures;

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

Section 1. Section 2.12.020 of the Ellensburg City Code, as last amended by Section 2 of Ordinance 4649, is hereby amended to read as follows:

2.12.020 When due – Monthly utility accounts.

Monthly utility accounts are due and payable within 15 days following the date of mailing of the utility bill. If not paid by the due date, the entire account shall be deemed delinquent. The finance director/treasurer may temporarily pause deeming accounts as delinquent to facilitate changes to City utility billing and payment technology or processes. When a monthly utility account becomes delinquent:

- A. A final notice shall be sent by regular mail within five business days after the billing due date.
- B. If there is no response received to the mailed final notice of account delinquency within five business days, a tag for disconnect shall be delivered within the next seven business days to the service address of the utility consumer giving at least five business days’ notice of pending disconnection for said service address.
- C. If the delinquent charges and penalties are still unpaid after five business days following the property being tagged for disconnection as provided in subsection (B) of this section, utility service shall be disconnected for said service address. [Ord. 4649 § 2, 2013; Ord. 3434 § 2, 1984; Ord. 3411 § 1, 1983.]

Section 2. Section 2.12.025 of the Ellensburg City Code, as last amended by Section 3 of Ordinance 4649, is hereby amended to read as follows:

2.12.025 Due date – Delinquency – Penalty.

A. All charges for utility services furnished by the city shall be due and payable to the city on the date shown on the face of the bill. Charges for services remaining unpaid at the close of business on the fifteenth day following the billing date shall be considered delinquent and automatically incur an additional charge of \$10.00 as a late penalty for all utility services provided. Payments will first be applied to the oldest delinquent charges. Remaining funds will be credited to the utilities included in the delinquent bill by the prorated apportionment of the delinquent amount for each utility. If utility services have been disconnected as provided in ECC 2.12.020, service shall not be restored until all past due charges, penalties and fees have been paid, unless otherwise required by RCW 35.21.302. The finance director may waive all or a portion of the penalties provided herein in the event the director determines the late payment was the result of excusable neglect or extreme hardship.

B. The city shall have a lien against the premises to which utility services were furnished for up to four months of utility charges, to which the utility service is rendered superior to all other liens and encumbrances whatsoever except for general taxes and local special assessments. Enforcement of such lien or liens shall be in the manner provided by law.

C. When a disconnection notice has been ordered for failure to pay, a disconnect notice fee of \$25.00 for all utility services provided shall be charged to the delinquent account. The charge shall be in addition to the late fee penalty provided in subsection (A) of this section.

D. Discontinuance of service for any cause stated in this chapter shall not release the customer from his or her obligation to the city for payment of bills or charges. In addition, before service is restored to such property, the customer will be subject to the reconnection fee(s) established in Chapter 9.92 ECC.

E. Weather-related disconnection and reconnection.

1. Utility service for residential space heating shall be disconnected in accordance with RCW 35.21.300.

2. Residential water or electrical utility service shall not be involuntarily terminated, or shall be reconnected, during a heat-related event, in accordance with the requirements of RCW 35.21.302. [Ord. 4649 § 3, 2013.]

Section 3. Section 2.14.040 of the Ellensburg City Code, as last amended by Ordinance 4375, is hereby amended to read as follows:

2.14.040 Utility deposit required.

From and after the effective date of the ordinance codified in this chapter, no service shall be extended to any customer of a utility department of the city except upon written application for such utility service and upon payment in advance to the city finance director/treasurer of a deposit in the amount of the average monthly bill per utility for the service location as

determined by the city finance director/treasurer, or \$50.00 per utility for residential accounts and \$100.00 per utility for commercial accounts if twelve months of service history is not available for the service location. The deposit is charged for electric, gas, water, and sewer service. [Ord. 4375, 2003; Ord. 3893 § 1, 1993; Ord. 3570 § 2, 1987; Ord. 3547 § 1, 1986; Ord. 3514 § 1, 1985.]

Section 4. Section 9.91.300 of the Ellensburg City Code, as last amended by Section 3 of Ordinance 4897, is hereby amended to read as follows:

9.91.300 Sewer utility rate schedules.

Effective Date: 1/1/2023

A. Residential Single-Family §WW-11.

1. Availability. This rate schedule is available to single-family dwellings having a single water service meter and churches.
2. Character of Service. Service shall be nonmetered and at a single point of receipt.

B. Residential Multifamily §WW -12.

1. Availability. This rate schedule is available to houses and other multiple-unit residential structures, including manufactured home parks. The residence units referred to in this schedule shall be those dwelling units contained in a single structure as the dwelling units are defined in the zoning ordinance.
2. Character of Service. Service shall be charged to and collected from each residential unit or property user having a city sewer connection for their property.

C. Low-Income Senior Citizen/Low-Income Disabled Citizen §WW -13.

1. Availability. This rate schedule is available for residential service to individuals who meet the definition of low-income senior citizen or low-income disabled citizen and who do not reside in federally subsidized housing. The rates established by this section will be published by the public works and utilities department on the city's website, and be made available from the city's finance department.
2. Character of Service. Service shall be nonmetered and at a single point of receipt.

D. Commercial, Industrial and General Service §WW -21.

1. Availability. This rate schedule is available to single and multiple services for commercial, industrial, residential units combined with commercial and/or industrial, schools, motels, hotels, trailer parks, social and fraternal facilities, governmental facilities, and other services not qualifying under other rate schedules.
2. Character of Service. Service shall be based on water usage through water or other approved meter to determine volume of sewage to be treated.

3. Rate. The rate shall be composed of a monthly volume charge and a daily customer charge.
4. Surcharges. The surcharges shall apply when effluent strength differs substantially from domestic wastes as determined by the public works and utilities director.

E. Central Washington University SWW-22.

1. Availability. This rate schedule is available to all Central Washington University facilities with the exception of single-family dwellings owned, leased or rented by the university.
2. Character of Service. Service shall be based on water usage through water or other approved meter to determine volume of sewage to be treated.
3. Rate. The rate shall be composed of a monthly volume charge and a daily customer charge.
4. Surcharges. The surcharges shall apply when effluent strength differs substantially from domestic wastes as determined by the public works and utilities director.

F. Multiple-Family SWW -23.

1. Availability. This rate schedule is available on an optional basis to single-family residences, apartment houses and other multiple-unit residential structures, including manufactured home parks.
2. Character of Service. Service shall be based on water usage through water or other approved meter to determine volume of sewage to be treated.
3. Rate. The rate shall be composed of a monthly volume charge and a daily customer charge.
4. Surcharges. The surcharges shall apply when effluent strength differs substantially from domestic wastes as determined by the public works and utilities director.

G. Municipal SWW -40.

1. Availability. This rate schedule is available to city-owned buildings.
2. Character of Service. Service shall be based on water usage through water or other approved meter to determine volume of sewage to be treated.
3. Rate. The rate shall be composed of a monthly volume charge and a daily customer charge.

H. High-Strength Commercial SWW -33.

1. Availability. This rate schedule is available, subject to city council approval, to commercial businesses with strengths differing substantially from typical commercial customers.

2. Character of Service. Service shall be based on water usage through water or other approved meter to determine volume of sewage to be treated.
3. Rate. The rates available under this schedule shall be established by contract between the city and the customer.

I. Nonprofit Agency Serving the Disadvantaged \$WW -70.

1. Availability. This rate schedule is available to nonprofit agencies serving the disadvantaged. The rates established by this section will be published by the public works and utilities department on the city's website, and be made available from the city's finance department.
2. Character of Service. Service shall be based on water usage through water or other approved meter to determine volume of sewage to be treated.

J. Large Customer/Contractual \$WW -80.

1. Availability. This rate schedule is available to new sewer customers whose sewer service is provided by contract authorized by the city council. The city will provide sewer service under this schedule; provided, that:
 - a. Adequate capacity exists in the city's wastewater collection system; and
 - b. Adequate capacity exists in the city's wastewater treatment plant; and
 - c. The customer has executed a sewer sales agreement with the city for services under this schedule.
2. Character of Service. Service shall be based on water usage through water or other approved meter to determine volume of sewage to be treated.
3. Rate. The rates available under this schedule shall be established by contract between the city and the customer.

Sewer Rate Summary

Rate Class	Rate Effective Date				Consumption Unit
	1/1/2022	1/1/2023	1/1/2024	1/1/2025	
<u>\$WW</u> -11					
Residential Single-Family	\$1.2345	\$1.3401	\$1.4548	\$1.5793	Flat Rate/Day
<u>\$WW</u> -12					
Multifamily	\$1.2171	\$1.3212	\$1.4342	\$1.5570	Each/First Four Units/Day
	\$0.9120	\$0.9900	\$1.0747	\$1.1667	Each Additional Unit/Day
<u>\$WW</u> -21					
Commercial/Industrial	\$1.4058	\$1.5429	\$1.6933	\$1.8584	Customer Charge/Day

Rate Class	Rate Effective Date				Consumption Unit
	1/1/2022	1/1/2023	1/1/2024	1/1/2025	
<u>SWW</u> -22 CWU	\$4.5234	\$4.9644	\$5.4484	\$5.9796	Per 1,000 Gallons of Water Use
	\$0.3645	\$0.4000	\$0.4390	\$0.4818	Per Lb BOD Surcharge > 200 mg/l
	\$0.3645	\$0.4000	\$0.4390	\$0.4818	Per Lb Suspended Solids > 250 mg/l
	\$1.4259	\$1.5649	\$1.7175	\$1.8850	Customer Charge/Day
	\$4.82	\$5.29	\$5.81	\$6.38	Per 1,000 Gallons of Water Use
	\$0.3697	\$0.4057	\$0.4453	\$0.4887	Per Lb BOD Surcharge > 200 mg/l
	\$0.3697	\$0.4057	\$0.4453	\$0.4887	Per Lb suspended solids > 250 mg/l
<u>SWW</u> -23 Multifamily	\$1.2171	\$1.3212	\$1.4342	\$1.5570	Customer Charge/Day
	\$3.92	\$4.25	\$4.62	\$5.01	Per 1,000 Gallons of Water Use
<u>SWW</u> -40 Municipal	\$0.3697	\$0.4013	\$0.4356	\$0.4729	Per Lb BOD Surcharge > 200 mg/l
	\$0.3697	\$0.4013	\$0.4356	\$0.4729	Per Lb Suspended Solids > 250 mg/l
	\$1.2967	\$1.4134	\$1.5406	\$1.6793	Customer Charge/Day
	\$4.39	\$4.78	\$5.21	\$5.68	Per 1,000 Gallons of Water Use
<u>SWW</u> -80 Large Customer/Contractual	\$1.4058	\$1.5429	\$1.6933	\$1.8584	Customer Charge/Day
	\$4.94	\$5.43	\$5.95	\$6.54	Per 1,000 Gallons of Water Use
	\$0.3645	\$0.4000	\$0.4390	\$0.4818	Per Lb BOD Surcharge > 200 mg/l
	\$0.3645	\$0.4000	\$0.4390	\$0.4818	Per Lb Suspended Solids > 250 mg/l

[Ord. 4897 § 3, 2022; Ord. 4844 § 8, 2019; Ord. 4817 § 1, 2018; Ord. 4804 § 4, 2018; Ord. 4690 § 1, 2014; Ord. 4555 § 9, 2009; Ord. 4503 § 2, 2007.]

Section 5. 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 6. 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 7. Effective Date. This ordinance shall take effect and be in force five (5) days after its passage, approval and publication.

The foregoing ordinance was passed and adopted at a regular meeting of the City Council on the 4th day of December, 2023.

MAYOR

ATTEST:

CITY CLERK

Approved as to form:

CITY ATTORNEY

Publish:

I, Beth Leader, City Clerk of said City, do hereby certify that Ordinance No. 4933 is a true and correct copy of said Ordinance of like number as the same was passed by said Council, and that Ordinance No. 4933 was published as required by law.

BETH LEADER



Meeting Date: December 4, 2023

**City of Ellensburg
City Council Agenda Report**

Agenda Subject: Resolution 2023-31, Pay Resolution for Fiscal Year 2024 for Non-Represented Employees (Public Comment Opportunity)

Submitted by: Lisa Young, HR Director

Department: Human Resources

Suggested Motion/Action:

Move to adopt Resolution 2023-31 as presented and approve the necessary budget adjustments.

Background/Summary:

A pay resolution is submitted to the Council for consideration each year. The Resolution, if adopted, will establish the Fiscal Year 2024 pay scales for non-represented employees. Annual step (merit) increases for non-represented employees will be available in 2024 for those who are not at the top of their pay grade. This Resolution includes position changes currently identified for 2024.

Previous Council Action:

Ongoing support of establishing competitive pay and benefits for City employees.

Analysis:

Human Resources and the City Manager completed a review of the current non-union pay grades to ensure that we are competitive in the labor market. A review of Consumer Price Index (CPI) data was also conducted, using All Urban Consumers (CPI-U) West – Class Size B/C, June 2022 to June 2023. The recommended Cost of Living Adjustment (COLA) based on this CPI data is 3.6%.

Public Works & Utilities implemented a temporary Construction Project Manager position in 2023; however, the increasing project workload requires an additional full-time Civil Engineer position, which is reflected in the Resolution. The current temporary Construction Project Manager will assume the new Civil Engineer position effective January 1, 2024. The Civil Engineer position will be adjusted from pay grade 28 to pay grade 33 to better align with other City engineering positions.

The City Attorney's office implemented a Legal Intern position for the fall quarter of 2023. City HR staff worked with the Law & Justice program at CWU to conduct a competitive recruitment process. This position was initially unpaid, but as of January 1, 2024 it will be a paid position similar to the City's other intern positions.

Financial Impact:

The estimated financial impact of the Fiscal Year 2024 Pay Resolution is as follows (base wages only):

2 nd Civil Engineer Position:	\$126,936
Civil Engineer alignment	\$14,760
Legal Intern:	\$12,698
COLA:	\$234,009
TOTAL	\$388,403

The costs of these adjustments will spread across the various funds that support employee wages and benefits. Additional expenditure authority is included in the Supplemental 2023-2024 Biennial Budget presented to you tonight.

Costs for administrative and internal services functions will be charged to beneficiary funds via the standard budget and accounting procedures.

Federal Covid-19 response assistance dollars are budgeted to fund the temporary Construction Project Manager position in 2024 and will be used to fund the new regular full time Civil Engineer position for 2024.

In reference to future costs of the position, General Fund resources fund the Civil Engineer positions in support of the Street and Arterial Street Funds. Street operations, maintenance, and capital projects continue to represent a significant, and growing, use of regular sales tax revenue. The City's success in securing grants to complete capital improvements will be used to fund this position beyond 2024.

Budget Adjustment: Yes

Attachments:

1. 2023-31 Pay Resolution for 2024 - Non-Represented Employees

RESOLUTION NO. 2023-31

A RESOLUTION establishing the Fiscal Year 2024 compensation schedule for each position in the City service not covered by a valid union contract.

WHEREAS, the City Manager has prepared and submitted to the City Council of the City of Ellensburg a standard schedule of pay; and

WHEREAS, maintaining living wage jobs is essential to attracting and retaining quality employees; and

WHEREAS, Step 6 of Pay Grade 50 has been adjusted by an annual Cost of Living Adjustment (COLA) of 3.6% over the 2023 wage, and all other non-represented positions are adjusted accordingly based on maintaining the integrity of the pay grade structure, and hourly positions will be adjusted based on the 2024 Washington State Minimum Wage; and

WHEREAS, the City Attorney's office created a Legal Intern position, which was unpaid in 2023, but will be paid in 2024 to be consistent with the practice of other departments that utilize interns; and

WHEREAS, the Public Works & Utilities department implemented a temporary Construction Project Manager in 2023 which was grant funded; however, the increasing project workload requires an additional full-time Civil Engineer, and to be competitive in the market as well as on par with internal positions, Civil Engineer will be increased from Pay Grade 28 to Pay Grade 33; and

WHEREAS, the City Council of said City desires to adopt such amended pay plan;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. The pay grade structure for non-union positions is hereby adopted as set forth in Appendix A, effective January 1, 2024; and

Section 2. The compensation schedule for each non-represented position is hereby adopted as set forth below, effective January 1, 2024.

CLASS TITLES BY DEPARTMENT

PAY RANGE

CITY MANAGER

TITLE	MIN	MAX	Pay Grade
City Manager	14,226	16,097	50
Assistant City Manager/City Attorney	13,541	15,321	48
Human Resources Director	10,842	12,267	39
Assistant City Attorney	9,823	11,113	35
Public Information Officer	8,470	9,582	29

TITLE	MIN	MAX	Pay Grade
Arts & Economic Development Manager	8,062	9,120	27
Human Resources Specialist	6,617	7,484	19
Executive Assistant – City Attorney/Deputy City Clerk	6,455	7,301	18
Executive Assistant – City Manager	5,706	6,454	13
Human Resources Assistant	5,706	6,454	13
Civil Service Secretary/Chief Examiner	150/mo	150/mo	n/a
Legal Intern	16.28/hr	16.28/hr	n/a

COMMUNITY DEVELOPMENT

TITLE	MIN	MAX	Pay Grade
Community Development Director	10,842	12,267	39
Building Official	8,263	9,348	28
Planning Manager	8,263	9,348	28
Building Inspector II	7,125	8,060	22
Housing & Grants Administrator	6,782	7,671	20
Building Inspector I	6,617	7,484	19

FINANCE

TITLE	MIN	MAX	Pay Grade
Finance Director	11,968	13,540	43
Assistant Finance Director	9,823	11,113	35
Utility Services Supervisor	8,470	9,582	29
Accounting Manager	8,263	9,348	28
Accountant III – Budget Officer	8,263	9,348	28
City Clerk	7,304	8,262	23
Accountant II	6,782	7,671	20

INFORMATION TECHNOLOGY

TITLE	MIN	MAX	Pay Grade
IT Director	10,842	12,267	39
IT & Telecommunications Manager	8,899	10,068	31
IT Systems Administrator (2 positions)	7,673	8,681	25
IT Business Analyst	7,673	8,681	25
Service Desk Specialist	5,706	6,454	13
IT Intern – Desktop Support	16.28/hr	16.28/hr	n/a

LIBRARY

TITLE	MIN	MAX	Pay Grade
Library Director	10,068	11,391	36
Librarian	5,994	6,780	15
Part-time Library Substitute*	16.28/hr	16.28/hr	n/a

**Reflects WA Minimum Wage increase of 3.4%*

PARK AND RECREATION

TITLE	MIN	MAX	Pay Grade
Parks & Recreation Director	10,068	11,391	36
Aquatic & Recreation Supervisor	6,617	7,484	19

TITLE	Steps	1	2	3
Recreation Leader – AAC/SBYC*		21.81	22.90	24.05
Recreation Leader – KVMP*		22.90	24.05	25.25

**AAC – Adult Activity Center; SBYC – Stan Basset Youth Center; KVMP – Kittitas Valley Memorial Pool*

TITLE	I	II	III	IV	V	VI
Custodian	17.09	17.94	18.84			
Recreation Aide	17.94	18.84	19.78	20.77		
Sports Official	17.94	18.84	19.78	20.77	21.81	22.90
Swim Instructor	18.84	19.78	20.77			
Senior Van Driver	18.84	19.78	20.77			
Lifeguard	19.78	20.77	21.81			

Hourly Parks & Recreation wages reflect the WA Minimum Wage increase of 3.4%

POLICE

TITLE	MIN	MAX	Pay Grade
Police Chief	11,968	13,540	43
Police Captain (2 positions)	10,320	11,676	37
Police Records Supervisor	6,782	7,671	20
Crime Analyst	6,455	7,301	18
Reserve Officer	16.28/hr	16.28/hr	n/a

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PUBLIC WORKS AND UTILITIES

TITLE	MIN	MAX	Pay Grade
Public Works & Utilities Director	13,541	15,321	48
City Engineer/Engineering Services Manager	11,391	12,888	41
Assistant Utilities Director	11,113	12,574	40
Senior Electrical Engineer	10,578	11,968	38
Project Engineer	10,320	11,676	37
Operations Supervisor - Light	10,320	11,676	37
Energy Resources Manager	10,068	11,391	36
Assistant Public Works Director	9,823	11,113	35
Assistant City Engineer/Capital Projects Manager*	9,823	11,113	35
Gas Engineer	9,583	10,842	34
Civil Engineer (2 positions)	9,349	10,578	33
Stormwater Utility Manager	8,899	10,068	31
Transit Manager	8,899	10,068	31
Shop/Warehouse Manager	8,899	10,068	31
PW Finance Officer	6,782	7,671	20
Sustainability & Energy Coordinator	6,617	7,484	19
Rate Analyst	6,455	7,301	18
Operations Analyst – ES	5,994	6,780	15
GIS Intern – Gas Division	22.00/hr	22.00/hr	n/a

**Plus 5% for current ISA Arborist Certification*

All other City positions are covered by Union contracts. This resolution has no application to such positions.

Section 3. The Pay Plan set forth herein shall be administered in accordance with applicable provisions of the Personnel Policies Manual and as further provided herein:

- (a) Initial employment: Employees shall be paid within the limits of their pay grade to which their positions are assigned. Usually, new employees will begin employment at Step 1 of the pay grade for their respective classification. However, a new employee may be employed at a higher step within their pay grade when the employee's experience, training, or proven capability warrant, or when prevailing market conditions require a starting wage greater than Step 1. Additionally, the City Manager may negotiate and authorize higher leave accrual rates and adjusted PTO starting balances for a new employee.
- (b) Anniversary date, employee performance review, and performance-based or merit raises: After an employee has been certified as having successfully completed the appropriate trial period, their anniversary date of employment will be retroactive to the date first employed in that position on a full-time basis. A performance-based

raise or merit pay is an increase in pay of one or more steps in the appropriate pay grade and is for the purpose of recognizing reliable achievement over time by the employee which meets and frequently exceeds supervisory expectations. Such raises shall be based on tangible results which clearly demonstrate the employee is continuing to add value to the City and City services. An increase to a higher step in the Salary Schedule will normally occur if the employee receives a performance evaluation demonstrating the employee meets and frequently exceeds expectations.

If an employee's performance is unsatisfactory, no performance-based raise will be given for a stipulated period of time during which improvement must be shown or until the employee's job performance is again satisfactory or better, unless a different process is provided in the employee's bargaining agreement. Performance-based raises are normally provided at the beginning of each budget year. However, a Department Director may request approval for a step increase at the end of a trial period, and at the end of the first year of employment, or upon the assumption of substantially increased duties and/or responsibilities.

Performance-based raises are within the sole discretion of the City Manager, are not automatic, and are subject to the availability of budgeted funds.

Section 4. Exempt Leave. In recognition of the performance of professional responsibilities of employees who work beyond the regularly scheduled workday, who are not compensated for overtime regardless of the time required to perform assigned tasks, and who are classified as "exempt" under the Fair Labor Standards Act, up to forty (40) hours of paid exempt leave may be granted each calendar year subject to review and approval by the City Manager or his/her designee. Persons first employed in any month after January will be granted a pro-rata exempt leave bank through December of their first year of employment. Exempt leave must be used during the year in which it is granted; it cannot be carried over from year to year, and it may not be cashed out. Exempt leave may only be taken in increments greater than two (2) hours.

Section 5. Personal Time Off (PTO). In order to modernize the City's approach to the allocation of employee benefits, the PTO program was established in 2016. The PTO program merges vacation and sick leave into a single leave category and combines leave accrual rates for non-represented staff.

As a condition of implementation of the PTO program employees will receive annually in their paycheck for the January 1-15 payroll period the sum of \$262.00. This amount shall be reviewed by the City Manager in November of each year and adjusted as necessary and appropriate by the City Manager.

Section 6. PTO accrual cash out. If an employee is unable to take PTO leave due to circumstances dictated by special needs of the City, the City Manager may authorize the carry-over or cash-out of any portion of an employee's accrued PTO hours in excess of the maximum allowable accrued PTO hours identified in the Personnel Manual.

Section 7. Cell Phone Allowances. Employees required to carry a cell phone for City business

may be provided a cell phone by the City for official use, or with the approval of the City Manager, may be provided a cell phone allowance of up to \$75 per month to compensate for the use of a private cell phone for City business. Employees requesting the allowance must submit a copy of their cell phone bill to HR for approval of the reimbursement and must abide by all applicable City policies.

Section 8. Life Insurance. Employees covered under this resolution shall be provided with a \$25,000 life insurance policy at City expense.

Section 9. VEBA. The City will contribute \$100 per month to the HRA VEBA accounts of benefit-eligible employees covered under this Resolution.

This Resolution supersedes all prior pay resolutions.

PASSED AND ADOPTED by the City Council of the City of Ellensburg at a regular meeting on the 4th day of December, 2023.

Mayor

Attest:

City Clerk

APPENDIX A
RESOLUTION 2023-31

GRADE	1	2	3	4	5	6
50	14,226	14,582	14,947	15,321	15,704	16,097
49	13,879	14,226	14,582	14,947	15,321	15,704
48	13,541	13,879	14,226	14,582	14,947	15,321
47	13,210	13,540	13,879	14,226	14,582	14,947
46	12,888	13,210	13,540	13,879	14,226	14,582
45	12,574	12,888	13,210	13,540	13,879	14,226
44	12,267	12,574	12,888	13,210	13,540	13,879
43	11,968	12,267	12,574	12,888	13,210	13,540
42	11,676	11,968	12,267	12,574	12,888	13,210
41	11,391	11,676	11,968	12,267	12,574	12,888
40	11,113	11,391	11,676	11,968	12,267	12,574
39	10,842	11,113	11,391	11,676	11,968	12,267
38	10,578	10,842	11,113	11,391	11,676	11,968
37	10,320	10,578	10,842	11,113	11,391	11,676
36	10,068	10,320	10,578	10,842	11,113	11,391
35	9,823	10,068	10,320	10,578	10,842	11,113
34	9,583	9,822	10,068	10,320	10,578	10,842
33	9,349	9,582	9,822	10,068	10,320	10,578
32	9,121	9,348	9,582	9,822	10,068	10,320
31	8,899	9,120	9,348	9,582	9,822	10,068
30	8,682	8,898	9,120	9,348	9,582	9,822
29	8,470	8,681	8,898	9,120	9,348	9,582
28	8,263	8,469	8,681	8,898	9,120	9,348
27	8,062	8,262	8,469	8,681	8,898	9,120
26	7,865	8,060	8,262	8,469	8,681	8,898
25	7,673	7,863	8,060	8,262	8,469	8,681
24	7,486	7,671	7,863	8,060	8,262	8,469
23	7,304	7,484	7,671	7,863	8,060	8,262
22	7,125	7,301	7,484	7,671	7,863	8,060
21	6,952	7,123	7,301	7,484	7,671	7,863
20	6,782	6,949	7,123	7,301	7,484	7,671
19	6,617	6,780	6,949	7,123	7,301	7,484
18	6,455	6,615	6,780	6,949	7,123	7,301
17	6,298	6,454	6,615	6,780	6,949	7,123
16	6,144	6,297	6,454	6,615	6,780	6,949
15	5,994	6,143	6,297	6,454	6,615	6,780
14	5,848	5,993	6,143	6,297	6,454	6,615
13	5,706	5,847	5,993	6,143	6,297	6,454
12	5,566	5,704	5,847	5,993	6,143	6,297
11	5,431	5,565	5,704	5,847	5,993	6,143
10	5,298	5,429	5,565	5,704	5,847	5,993

GRADE	1	2	3	4	5	6
9	5,169	5,297	5,429	5,565	5,704	5,847
8	5,043	5,168	5,297	5,429	5,565	5,704
7	4,920	5,042	5,168	5,297	5,429	5,565
6	4,800	4,919	5,042	5,168	5,297	5,429
5	4,683	4,799	4,919	5,042	5,168	5,297
4	4,569	4,682	4,799	4,919	5,042	5,168
3	4,457	4,568	4,682	4,799	4,919	5,042
2	4,348	4,457	4,568	4,682	4,799	4,919
1	4,242	4,348	4,457	4,568	4,682	4,799

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Meeting Date: December 4, 2023

**City of Ellensburg
City Council Agenda Report**

Agenda Subject: Diversity, Equity and Inclusion Commission Annual Report and 2024 Spending Plan (Public Comment Opportunity)

Submitted by: Nicole Klauss

Department: City Manager

Suggested Motion/Action:

Accept the Diversity, Equity and Inclusion Commission's annual report and approve the 2024 spending plan and budget adjustment as proposed.

Background/Summary:

The Diversity, Equity and Inclusion Commission is required to provide updates to the City Council on the progress of its work. The City Manager recommended the Diversity, Equity and Inclusion Commission provide the Council with an annual spending plan designating the amount of funding dedicated to each activity or purchase proposal for the year. This report provides Council with a proposed 2024 spending plan.

Previous Council Action:

The Diversity, Equity & Inclusion Commission submitted the 2023 spending plan at the March 6, 2023.

Analysis:

The Diversity, Equity and Inclusion Commission adopted the 2024 Spending Plan, in the amount of \$15,200, at the October 10, 2023 meeting and recommended forwarding it to City Council for approval.

Total Spending Plan Amount: \$15,200

Events \$6,700 (44%): World Cafés (3), annual commission retreat, Juneteenth celebration, Multicultural Day at the Ellensburg Farmers Market, Unity Park opening celebration

Grants \$6,000 (39.5%): Supporting events, initiatives, or projects focused on diversity, equity and inclusion within Ellensburg.

Programs \$2,000 (13.2%): Listening tours (4), BIPOC Business Days, Human Library, Pizza Klatch

Administrative \$500 (3.3%): Advertising, supplies, translation

Financial Impact:

The Diversity, Equity and Inclusion Commission was allocated \$10,000 per year in the

adopted 2023-2024 Biennial Budget. A budget adjustment was submitted to the Finance Department to carry over \$4,000 in remaining funds not spent in 2023. Additional budget authority of \$1,200 was requested by the Commission. If approved, these expenses would be reflected in the mid-biennial budget adjustments that will be considered by Council later this year.

Budget Adjustment: Yes

Attachments:

1. DEI Commission Annual Report and 2024 Spending Plan



Diversity, Equity & Inclusion Commission Annual Report 2023

The Diversity, Equity and Inclusion Commission operates under the authority of Chapter 1.88 of the [City Code](#) and is responsible for advising the [City Council](#) on diversity, equity and inclusion matters with the mission 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.

Membership

The Diversity, Equity & Inclusion Commission is a nine-member commission. Current Commission members are:

- Mayra Colazo, term expires 5/31/2024
- Tylenne Carnell, term expires 5/31/2024
- Kandee Cleary, term expires 5/31/2026
- Teresa Divine, term expires 5/31/2025
- Amber Hoefer, term expires 5/31/2026
- Alex Mandujano, term expires 5/31/2025
- Olene Togialua, term expires 5/31/2026
- Phil Backlund, term expires 5/31/2026
- Nancy Goodloe, City Council Member & Commission Chair

This commission represents the Hispanic, Native American, LatinX, Disabled, LGBTQIA+, Black, senior, and CWU student communities.

Accomplishments

- The Commission developed a proposal asking the City Council to expand the Commission to nine seats instead of seven and it was approved by City Council.
- The Commission adopted a 2023 spending plan.
- The Commission visited the following City boards and commissions to introduce the commission and start to build relationships:
 - Landmarks & Design Commission
 - Public Transit Advisory Committee
 - Parks and Recreation Commission
 - Senior Citizens Advisory Commission
 - Lodging Tax Advisory Committee
 - Environmental Commission



- The Commission developed a Listening Tour procedures document and a form for submitting notes after listening sessions.
- The Commission developed a non-voting liaison position to the commission and approved liaison positions for Central Washington University, Ellensburg School District, and the Ellensburg Downtown Association.
- The Commission developed a grant process for 2023 grant funds and awarded \$4,000.
- The Commission developed proclamations for the following months (aligned with the Library of Congress observances):
 - National Black History Month
 - National Women's History Month
 - Irish American Heritage Month
 - Developmental Disabilities Awareness Month
 - Asian American/Native Hawaiian Pacific Islander Heritage Month
 - Jewish American Heritage Month
 - LGBTQ Pride Month
 - Juneteenth Observance
 - Hispanic Heritage Month
 - National Disability Employment Awareness Month
 - National Native American Heritage Day (upcoming November)
- The Commission conducted interviews and onboarded three new members in 2023.
- The Commission hosted Belonging In The Burg: Building Bridges Together, a community building discussion in partnership with Central Washington University and the Ellensburg School District. An MOU was signed in February 2023 between the City, ESD, and CWU concerning the relationship around Diversity, Equity, Inclusion and Belonging in Ellensburg, outlining a commitment to work together on future events.
- The Commission provided support to the spring Human Library event at Hal Holmes in partnership with the CWU EthicsLab with volunteer support in screening the books. The Human Library is an event where humans can be checked out to share their stories with other community members.
- A Commission member served on the Unity Park subcommittee.
- The Commission wrote a memo asking the City Council to remove the requirement to provide an address during public comment at City meetings.



Goals

In August 2023 the DEI Commission held a retreat to update goals and a work plan for the Commission. At the September 12, 2023 meeting, the DEI Commission adopted the following list of goals.

Core focus of DEI Commission (in our own words)

- Expand collaboration to advance DEI issues with a broad view and definition of community
- Educate and engage around DEI issues through an equity lens
- Facilitate community conversations around lived experiences to enhance belonging
- Identify where the gaps are and facilitate action for greater inclusion
- Hold mirror to community to provide awareness of DEI issues
- Assess and monitor pulse of the community and use data to understand and guide programming

10 Year (infinity) Goals

- Engagement by diverse groups of people and different activities
- All people in Ellensburg feel represented in City spaces
- Full spectrum community center for inexpensive activities; multi-cultural center
- Community oversight committee
- Enhanced education and tools to report bias/hate crime incidents with services and support for victims and targeted populations
- More diverse community reflection in places where decisions are made
- Diversity is celebrated; businesses will acknowledge Black History Month, accessibility and Black, Indigenous, and People of Color (BIPOC) celebrations downtown

3 Year Goals

- Commission becomes size to reflect diversity in community
- BIPOC business support, workshops, and more diverse shopping/businesses
- More diverse vendors at the Ellensburg Farmers Market and Night Market
- A broader range of community celebrations, concerts, art, and other cultural ethnic events and increased community participation/engagement in cultural events
- Juneteenth celebration
- Develop an effective communication plan to support commission activities
- DEI Commission fosters ongoing relationships with other City commissions
- Support Pride event every June
- Full-time staff support/event planning for DEI Commission



- Use data in decision making
- Black History Month celebration by the City

1 Year Goals

- Plan Juneteenth event
- City will recognize Trans Day of Visibility: Highlight trans folks in our community and their contribution to Ellensburg
- Put a structure in place to be able to use data
- Continue listening tours and create feedback loop for participants
- Continue writing approved proclamations and recognition posts
- Continue visits with other City boards and commissions to build partnerships
- Continue grant program
- Building a relationship with Liaisons
- Continue to support proclamations and recognitions
- Continue to support the Human Library
- Develop an accessible onboarding program for new commission members (within first six months)
- Develop a BIPOC Business Day
- Hold another Belonging In The Burg event in partnership with ESD & CWU
- Expand BIPOC participation in civic education programs (Ellensburg Academy)
- Develop a proposal for Council to request additional funding in the 2025-2026 budget
- Develop the strategies and partnerships to support diverse residents to apply to City boards to better reflect our diverse community

90-Day Goals

- CWU/City collaboration to engage students with off-campus resources
- Continue World Café conversations and expand topics of discussion
- Develop partnerships for planning a multicultural event to celebrate the opening of Unity Park that focuses on music, food, dance, etc.
- Schedule a date for a Juneteenth celebration and form a planning committee with community volunteers
- Explore coalition partnership idea with the Dispute Resolution Center and others
- Meet with the Farmer's Market and Night Market organizers to discuss a multicultural day at the Farmers Market and possibly sponsoring vendors
- Develop a spending plan for 2024.
- Put listening tour data into a document for review, and discuss how to use the data
- Explore the pizza klatch idea



2024 Diversity, Equity & Inclusion Commission Spending Plan

The Diversity, Equity and Inclusion Commission adopted the \$15,200 2024 Spending Plan at the October 10, 2023 meeting and recommended forwarding it to City Council for approval.

The Diversity, Equity and Inclusion Commission annually receives \$10,000 in the budget. A budget adjustment was requested from the Finance Department to carry over the remaining funds not spent in 2023, and add additional funds to meet the \$15,200 budget.

Total Spending Plan Amount: \$15,200

Events \$6,700 (44%)

- World Cafés (3)
- Annual commission retreat
- Juneteenth celebration
- Multicultural Day at the Ellensburg Farmers Market
- Unity Park opening celebration

Grants \$6,000 (39.5%)

Supporting events, initiatives, or projects focused on diversity, equity and inclusion within Ellensburg.

Programs \$2,000 (13.2%)

- Listening tours (4)
- BIPOC Business Days
- Human Library
- Pizza Klatch

Administrative \$500 (3.3%):

- Advertising
- Supplies
- Translation

Council Board & Committee Assignments November 2023

BOARD OR COMMITTEE	MEETING TIME	REPRESENTATIVE
Affordable Housing Commission 501 N. Anderson Street Ellensburg, WA 98926 Dan Carlson 925-8653	1 st Wednesday Every Month (3 rd as needed) 4:30 p.m. Council Chambers	Beauchamp
Central Cascades Community Forest Group (Checkerboard Partnership) Melissa Speeg m.speeg@kittitasconservationtrust.org 201 W. Pennsylvania Avenue, Suite 201/PO Box 428 Roslyn, WA 98941 509-649-2951	4 th Tuesday 10 am - noon (Zoom or Teanaway Grange)	Lillquist
Chamber of Commerce Liaison 609 N. Main Street Ellensburg, WA 98926 925-2002	4 th Tuesday Every Month 7:30 a.m. Chamber	Heidi/[vacant]
City Finance Committee Jerica Pascoe, Finance Director 501 N. Anderson Street Ellensburg, WA 98926 962-7205	Quarterly (Jan., Apr., July, Oct.) 3 rd Wednesday 4:00 p.m.	D. Miller [vacant]
Diversity, Equity and Inclusion Commission Nicole Klauss 501 N. Anderson Street Ellensburg, WA 98926 925-8657	2 nd Tuesday Every Month (4 th as needed)	Goodloe
Lodging Tax Advisory Committee Cyndi LaChappelle-Mathis 501 N. Anderson Street Ellensburg, WA 98926 962-7221	1 st Wednesday Every Month 2:00 p.m. Council Chambers	Winn
Utility Advisory Committee Ryan Lyyski 501 N. Anderson Street Ellensburg, WA 98926 962-7227	3 rd Thursday Every Month 3:30 p.m. Council Conference Room	Lillquist Goodloe
KITTCOM Administrative Board George Long 700 Elmview Road Ellensburg, WA 98926 925-8530	2 nd Thursday Every Month 1:30 p.m.	Winn

BOARD OR COMMITTEE	MEETING TIME	REPRESENTATIVE
Kittitas County Airport Advisory Committee Airport Office 3110 N. Airport Road, Suite 1 Ellensburg, WA 98926	2 nd Wednesday Every Month 5:30 p.m. Airport Office	Lillquist
Kittitas County Conference of Governments Candie Leader 962-7523	3 rd Wednesday 6:00 p.m. Location alternates between Upper and Lower County	Elliott Goodloe
Kittitas County EMS and Trauma Care Council Cheryl Burrows PO Box 821 Cle Elum, WA 98922 674-2932	1 st Thursday Even Months 7:00 p.m. Location alternates between Upper and Lower County	Elliott
Kittitas County Homelessness & Affordable Housing Committee 205 W. 5 th Street, Suite 108 Ellensburg, WA 98926 962-7508	1 st Monday 1:30 p.m. BOCC Auditorium	Goodloe
Kittitas County Law and Justice Council Kittitas County Courthouse 205 W. 5 th Street Ellensburg, WA 98926 Pat Gigstead 962-7670	3 rd Wednesday Every Month 8:00 a.m. BOCC Auditorium	Winn
Fire Relief & Pension Board Beth Leader, City Clerk 501 N. Anderson Street Ellensburg WA 98926 925-8614	AS NEEDED	Mayor (Lillquist)
Kittitas County Developmental Disabilities Advisory Committee 205 W. 5 th Street Ellensburg WA 98926 Kasey Knutson 925-7090	2 nd Tuesday Every Other Month 6:00 p.m.	Beauchamp
Kittitas County Disability Board (LEOFF) Krista Wallace 962-7531	4 th Wednesday Each Month 8:00 a.m. BOCC Conference Room	Mayor (Lillquist)
LEOFF* City to create new Board in January	[TBD]	[2 Councilmembers]

<u>BOARD OR COMMITTEE</u>	<u>MEETING TIME</u>	<u>REPRESENTATIVE</u>
Yakima Basin Fish and Wildlife Recovery Board Alex Conley 1200 Chesterly Drive, Suite 280 Yakima, WA 98902 509-453-4104	One Thursday Afternoon Every Other Month 2:00 p.m.	Lillquist
Kittitas County Solid Waste Advisory Committee Patti Johnson 925 Industrial Way Ellensburg WA 98926 962-7070	AS NEEDED (Generally 2 times per yr.) 6:30 p.m.	Winn
Steer I-90 Coalition Commissioner Osiadacz 962-7569		D. Miller
Kittitas County Bowling Alley Subcommittee Patti Stacey 962-7542		Winn
ASCWU-BOD Liaison 400 East University Way Ellensburg, WA 98926 963-1693		[vacant]
Public Transit Advisory Committee 501 N. Anderson Street Ellensburg, WA 98926 Betsy Dunbar 925-8680	3 rd Tuesday 3:30 p.m.	D. Miller
Kittitas County Health Network 700 E. Mountain View Avenue, Suite 501 Ellensburg, WA 98926 Susan Grindle 509-925-1448	3 rd Wednesday 4:00 p.m.	Elliott
<u>COUNCIL LIAISONS TO BOARDS AND COMMISIONS</u>		
Arts Commission – David Miller	2 nd Thursday at 4:00 p.m.	
Ellensburg Business Development Authority Board – Rich Elliott	2 nd Wednesday at 4:00 p.m.	
Environmental Commission – Adam Winn	3 rd Wednesday at 5:15 p.m.	
Landmarks and Design Commission – [vacant]	1 st and 3 rd (as needed) Tuesday at 5:45 p.m.	
Library Board – Sarah Beauchamp	2 nd Tuesday at 4:30 p.m.	
Parks and Recreation Commission – [vacant]	2 nd Wednesday at 5:30 p.m.	
Planning Commission – Rich Elliott	2 nd Thursday at 5:45 p.m.	

* Mayor alternate for all liaison assignments



MANAGER'S REPORT

DATE: December 4, 2023

To: Ellensburg City Council

FROM: Heidi Behrends Cerniwey, City Manager

1. City Hall Finance Counter will be closed on December 11.

The Finance Front Counter will be closed on Monday, December 11 to complete the actions to transition to the new Origin Pay utility billing system. Limited utility billing payment options will be available beginning December 7 and December 8. Please contact utility customer service at (509) 962-7201 with questions.