

COUNCIL AGENDA

Monday, April 19, 2021



In-person attendance at public meetings is currently prohibited per the Washington Governor's Proclamation No. 20-28.15, as extended by Senate Concurrent Resolution 8402. Ellensburg City Council meetings are broadcast on Charter/Spectrum Channel 191 and available to livestream on Ellensburg Community Television at ectv2.com or on YouTube at ECTV Ellensburg

GUIDELINES FOR PUBLIC PARTICIPATION – ONLINE CITY COUNCIL MEETING

As a result of the threat posed by COVID-19, City is following the mandates from state and county public health officials to take all efforts to prevent the spread of this virus. In compliance with the Governor's Emergency Proclamation 20-28.15, as extended by Senate Concurrent Resolution 8402, and in the interest of the safety and welfare of the public, the community, and our employees and to limit the spread of the virus, ***this City Council meeting will not be open to in-person attendance.*** Council will be attending this meeting remotely via video conference. All City Council meetings are broadcast on Charter/Spectrum Channel 191 and available to livestream on Ellensburg Community Television at www.ectv2.com or on YouTube at [ECTV Ellensburg](https://www.youtube.com/channel/UCvC0Klp1TBunqJ6AHaitZA). You may also attend by phone, only, and listen to the meeting by following the registration instructions under "Remote testimony during the meeting," below. Once you register, you will be sent a meeting invite with a phone number for the meeting.

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

- **Written comments submitted in advance of meeting**
Submit written comments by mail to Beth Leader, City Clerk, Ellensburg City Hall, 501 N. Anderson St., Ellensburg, WA 98926, or via email to: leaderb@ci.ellensburg.wa.us. Comments received by 5 p.m. on the meeting date will be compiled, sent to the City Council and entered into the record.
- **Comments for public hearings**
Written comments must be received by the City Clerk by 5 p.m. on the meeting date. Comments can either be mailed to Beth Leader, City Clerk, Ellensburg City Hall, 501 N. Anderson St., Ellensburg, WA 98926, or sent via email to: leaderb@ci.ellensburg.wa.us. Comments received by 5 p.m. on the meeting date will be compiled, sent to the City Council and entered into the record.
- **Remote comments or attendance during the meeting**
Advance registration is required to testify. Anyone wishing to speak on items under the Agenda must register prior to 7 p.m. the day of the meeting. Register for the meeting at: https://us02web.zoom.us/webinar/register/WN_eVC0Klp1TBunqJ6AHaitZA
Once registered, you will receive an email with the meeting link and phone number (for those who wish to call into the meeting).

PROCEDURE FOR PARTICIPATION DURING MEETING

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

in to the teleconference.

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

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

CONSENT AGENDA

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

AGENDA ITEMS

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

AMERICANS WITH DISABILITIES ACT

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

**CITY OF ELLENSBURG
COUNCIL AGENDA
Monday, April 19, 2021
7:00 PM - Regular Meeting**

Pledge of Allegiance

1. Call to Order and Roll Call

2. Proclamations

- | | |
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| 2.A Arbor Day Proclamation | 7 |
| 2021 Proclamation Arbor Day | 8 |

3. Awards and Recognitions

4. Approval of Agenda

5. Consent Agenda

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

- | | |
|---|----|
| 5.A Approve Minutes of the April 5, 2021 Regular Meeting | 9 |
| 04-05-21 Council Minutes | |
| 5.B Approve Minutes of the March 29, 2021 Special Meeting | 13 |
| 03-29-2021 City Council Special Meeting Minutes | |
| 5.C Acknowledge Minutes of Arts Commission - March 11, 2021 | 14 |
| 3-11-21 Arts Comm Minutes | |
| 5.D Acknowledge Minutes of Library Board - March 9, 2021 | 16 |
| 3-9-21 Library Board Minutes | |
| 5.E Acknowledge Minutes of the Lodging Tax Advisory Committee - February 3, 2021 | |
| LTAC Minutes 2-3-21 | 17 |
| 5.F Acknowledge Minutes of the Parks and Recreation Commission - January 13 and February 10, 2021 | 18 |
| 1-13-21 Parks & Rec Minutes | |
| 2-10-21 Parks & Rec Minutes | |
| 5.G Acknowledge Minutes of Planning Commission - March 11, 2021 | 22 |
| 3-11-21 Planning Commission Minutes | |

5.H	Collective Bargaining Agreement for 2021-2023 between City and IBEW Local 77 City-IBEW Collective Bargaining Agreement for 2021-23 City-IBEW Collective Bargaining Agreement for 2021-23 (redline version)	26
5.I	Re-submittal of the Interlocal Agreement (ILA) with the Kittitas County Flood Control Zone District (KCFCZD) Aspect Consulting Agreement Amend #1 to Aspect Consulting Agreement Amendment #2 to Aspect Agreement	78
5.J	Accept Resignation of Emily Jacobs from the Environmental Commission Emily Jacobs Resignation	123
5.K	Project Acceptance - 2020 Residential Sidewalk Repair Program Bid Call No. 2020- 02	124
5.L	Natural Gas System Plan Update Supplemental Agreement Natural Gas System Plan Supplemental Agreement #1	126
5 M	Approve Voucher Listing for April 19, 2021 4-19-21 Voucher Listing	133

6. Petitions, Protests, and Communications

6.A COVID-19 Update

7. Citizen Comment on Non-agenda Issues

8. Business Requiring Public Hearings

8.A	Rezone Application P20 -125, submitted by Joseph Hctor, property owner Closed Record Hearing (quasi-judicial); and First reading of an Ordinance approving rezone application P20-125. Ordinance 1st reading 4.19.21 Exhibit 1 Hearing Examiner Recommendation Exhibit 2 Staff Report for Hearing Examiner Exhibit 2.A Location Map Exhibit 2.B Zoning Map Exhibit 2.C Future Land Use Designation Map Exhibit 2.D Area Notification Map Exhibit 2.E Legal Notice Exhibit 2.F Affidavit of Posting Exhibit 2.G SEPA MDNS Exhibit 2.H Rezone Application Exhibit 2.I Rezone Application Narrative Exhibit 3 Notice Documents for Closed Record Hearing	134
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8.B	Surplus Declaration Resolution - Ellensburg Business Incubator Resolution Declaring Incubator Building Surplus 4-19-21	171
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9. Introduction and Adoption of Ordinances and Resolutions

9.A	Proposed Resolution to Approve Application for Final Plat Approval (P21-030) Tyler Glahn, Agent for Crytly Enterprises, Inc. Benjamin's Corner Subdivision.	178
	Exhibit 1 Vicinity Map	
	Exhibit 2 Final Plat of Benjamin's Corner, Pages 1-2	
	Exhibit 3 Application Cover Page	
	Exhibit 4 April 5, 2021 memo from City of Ellensburg Community Development	
	Exhibit 5 April 6, 2021 memo from City of Ellensburg Public Works	
	Exhibit 6 April 6, 2021 memo from Cascade Irrigation District	
	P21-030 Benjamin's Corner Final Plat Resolution - Findings of Fact	

10. Unfinished Business

11. New Business

11.A	Naming of Downtown Park	192
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12. Miscellaneous

12.A	Manager's Report 4-19-21 MANAGERS REPORT	196
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12.B Councilmembers' Reports

13. Executive Session

14. Adjournment

Next Ord. 4873
Next Res. 2021-09



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: April 19, 2021

Item Title/Agenda Subject: Arbor Day Proclamation

Submitted by: Gordon Crane Public Works & Utilities

Recommended Action or Motion: Announce Proclamation at April 19, 2021 City Council meeting.

Background/Summary: 2020 marks the 38th year of Ellensburg's Tree City USA status. Ellensburg is the first Tree City USA city in Washington State.

There are 4 standards for Tree City USA community: a Tree Board or Department, a Tree Care Ordinance, a Community Forestry Program with an annual budget of at least \$2 per capita, and an Arbor Day Observance and Proclamation. In 2020, the City's street and parks tree maintenance was \$6.39 per capita.

Arbor Day is always observed on the last Friday in April.

Previous Council Action: The City Council has made an annual Arbor Day Proclamation.

Analysis: The Proclamation is a required element in the four criteria for Tree City USA recognition.

Financial Impact: None for the City.

Attachments:

[2021 Proclamation Arbor Day](#)



- Whereas,* In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and
- Whereas,* this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and
- Whereas,* Arbor Day is now observed throughout the nation and the world, and
- Whereas,* trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and
- Whereas,* trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and
- Whereas,* trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and
- Whereas,* trees, wherever they are planted, are a source of joy and spiritual renewal.

Now, therefore, We, the City Council of the City of Ellensburg, do hereby proclaim April 30, 2021 as



In the City of Ellensburg, and urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

Further, We urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Dated this 19th day of April, 2021

Mayor _____



CITY OF ELLENSBURG

Date of Meeting

Time of Meeting

Place of Meeting

Minutes of City Council, Regular Meeting

April 5, 2021

7:00 PM

Held Remotely per Governor Inslee's Proclamation

20-28.15, extended by Senate Concurrent

Resolution 8402

Pledge of Allegiance

Councilmember Engel led the Pledge of Allegiance

1. Call to Order and Roll Call

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

Absent: Mary Morgan

Others Present: City Manager Akers; City Attorney/ Assistant City Manager Weiner; Library Director Camarillo; Deputy City Clerk Davison; Public Information Officer Klauss; Executive Assistant Gigstead; Executive Director of CASA Bankston; Kittitas County Public Health Officer Dr. Larson; Paula McMinn and approximately 11 members of the public.

Councilmember Goodloe moved to Approve the Excused Absence for Councilmember Morgan. **Motion Approved 6-0.**

2. Proclamations

2.A. National Child Abuse Prevention Month Proclamation

Executive Director of CASA Sandra Bankston was present to read the proclamation for National Child Abuse Prevention Month.

Councilmember Engel moved to Approve the Mayor's signature on the proclamation for National Child Abuse Prevention Month. **Motion Approved 6-0.**

2.B. National Safe Digging Month

Councilmember Miller read the proclamation for National Safe Digging Month.

Councilmember Lillquist moved to Approve the Mayor's signature on the proclamation for National Safe Digging Month. **Motion Approved 6-0.**

3. Awards and Recognitions

4. Approval of Agenda

Councilmember Goodloe moved to Approve the Agenda as presented. **Motion Approved 6-0.**

5. Consent Agenda

5.A. Approve Minutes of the March 15, 2021 Regular Meeting

5.B. Acknowledge Minutes of Affordable Housing Commission - February 3, 2021

5.C. Acknowledge Minutes of the Ellensburg Arts Commission - February 25, 2021

5.D. Acknowledge Minutes of the Ellensburg Business Development Authority Board
- February 10, 2021

5.E. Acknowledge Minutes of the Library Board - February 9, 2021

5.F. Acknowledge Minutes of the Parks and Recreation Commission - November 11 and
December 9, 2020

5.G. Acknowledge Minutes of Planning Commission - February 11, 2021

5.H. Acknowledge Minutes of Utility Advisory Committee - February 18, 2021

5.I. Approval of the 2021 - 2023 Interlocal Agreement Between Kittitas County Public
Hospital District No. 1 (KVH) and the City of Ellensburg for Cabulance Service.

5.J. Project Acceptance – Bid Call No. 2019-19 - 2019 CBD Sidewalk Repair Program

5.K. Budget adjustment and purchase of a portable lift system for the Shop

5.L. Accept Resignation of Nancy Hultquist from the Senior Citizens Advisory
Commission

5.M. Agreement with Natural Selection Farms for Biosolids Reuse

5.N. Resolution 2021-08 - 205 N Elliott St - Williams

5.O. Approval of Lease Agreement with FISH Community Food Bank for the Community
Garden

5.P. Professional Services Consultant Agreement for the Engineering and Design of the
Alder St and 14th Ave/Dean Nicholson Blvd Signalization and Palouse to Cascades
Reconnect Trail – 14th Ave to Kittitas Valley Event Center Project

5.Q. Approve Voucher Listing for April 5, 2021

Councilmember Lamb moved to Approve the Consent Agenda as presented. **Motion Approved 6-0.**

6. Petitions, Protests, and Communications

Dr. Larson was present and gave an update on vaccinations and the statistics of the current phase of Kittitas County.

7. Citizen Comment on Non-agenda Issues

Paula McMinn, 2000 N Alder St., spoke regarding the City Manager interviews and recommended Heidi Behrends Cerniwey for the position.

8. Business Requiring Public Hearings

9. Introduction and Adoption of Ordinances and Resolutions

10. Unfinished Business

11. New Business

11.A. Diversity, Equity and Inclusion Commission (DEI) Member Appointment Process
Public Information Officer Klauss presented information in the staff report and responded to questions from Council.

11.B. Artwork for 11th Bus Shelter
Library Director Camarillo presented information in the staff report for the Art Commission's final selection for artwork to be printed and installed in the 11th bus shelter.

Councilmember Lillquist moved to Approve the selected artwork for printing and installation in the 11th bus shelter in the Spring of 2021. **Motion Approved 6-0.**

12. Miscellaneous

12.A. Manager's Report

The City Manager presented information in the report.

12.B. Councilmembers' Reports

- Councilmember Lillquist reported on the Yakima Basin Fish & Wildlife Recovery Board, the Airport Advisory Commission, the Developmental Disabilities Advisory Committee, and the Utility Advisory Committee.
- Councilmember Goodloe attended the Law & Justice Council, the Community Recovery Committee, the Utility Advisory Committee, and the DEI subcommittee meetings.
- Councilmember Miller attended the Landmarks & Design Commission, the Kittitas County Council of Governments, and the Affordable Housing Commission.
- Councilmember Lamb relayed that this is National Public Health week.

- Councilmember Tabb discussed the use of incoming CARES funds.

13. Executive Session

13.A. Per RCW 42.30.140, to consider collective bargaining sessions with employee organizations, including contract negotiations, grievance meetings, and discussions relating to the interpretation or application of a labor agreement

13.B. Per RCW 42.30.110(1)(c), to consider the minimum price at which real estate will be offered for sale or lease when public knowledge regarding such consideration would cause a likelihood of decreased price. However, final action selling or leasing public property shall be taken in a meeting open to the public (2 items).

13.C. Per RCW 42.30.110(1)(g), to evaluate the qualifications of an applicant for public employment. However, discussion by a governing body of salaries, wages, and other conditions of employment to be generally applied within the agency shall occur in a meeting open to the public, and when a governing body elects to take final action hiring, setting the salary of an individual employee or class of employees, or discharging or disciplining an employee, that action shall be taken in a meeting open to the public.

Council recessed to Executive session and began discussion at 8:05 pm.

Council Reconvened at 8:25 pm.

Councilmember Lillquist moved to Approve the Mayor's signature on a contract with Heidi Berhends Cerniwey for the position of City Manager. **Motion Approved 6-0.**

14. Adjournment

Meeting adjourned at 8:37 pm.

Mayor

ATTEST:

Deputy City Clerk



CITY OF ELLENSBURG

Date of Meeting

Time of Meeting

Place of Meeting

Minutes of City Council, Special Meeting

March 29, 2021

5:00 PM

Hotel Windrow Yakima Room 502 N Main St.

Ellensburg, WA 98926

Call to Order and Roll Call: Nancy Goodloe, Tristen Lamb, Nancy Lillquist, David Miller, Mary Morgan, Bruce Tabb.

Others Present: Assistant City Manager/City Attorney Weiner; Human Resources Director Smith; Deputy City Clerk Davison; and Greg Prothman, President of the Prothman Company

Mayor Tabb explained the special meeting was being conducted solely for the purpose of holding an executive session pursuant to RCW 42.30.110(1)(g) to evaluate the qualifications of applicants for public employment.

Stacey Engel arrived at 5:18 pm.

No action was taken following the executive session.

Adjourn

Meeting adjourned at 5:58 pm.

Mayor

ATTEST:

Deputy City Clerk



Ellensburg Arts Commission Meeting

Regular Meeting

Thursday, March 11, 2021 4:00 pm

ZOOM Link

Commissioners Present: Monica Miller, Jerry Dougherty, Cassandra Town, Brian Kooser, Laura Bobovski, Gwen Budnik

Commissioners/Others Absent: Commissioner Alex Eyre, Council Liaison Tristen Lamb

Others Present: Staff Liaisons Josephine Camarillo and Kirsten Sackett

Call to Order: Dougherty called the meeting to order at 4:03pm

Guests: New commissioner Gwen Budnik introduced

Approval of Agenda:

Motion made by Miller to accept agenda; seconded by Kooser. Motion passed.

Citizen Comment on Non-Agenda Items – None

Guest Speaker/Presenter/Correspondence – None

Approval of Minutes from February 25, 2021: Bobovski motioned to accept minutes. Seconded by Town. Approved.

Budget/Financial Report- None

New Business

1. None

Old Business

1. Bus Shelter Update- Installation will begin the week of March 15th
2. Rotary Pavilion- panel met last week and choose 3 finalists. Each finalist will be assigned a Commissioner to help answer any questions.
3. Music at Vaccine Clinic- work in progress
4. Jason Clifton Mural- mural design mural will be installed inside the building instead.

Subcommittee Business

1. Funding – Gallery 1 will do Confab as a one day event on June 5, 2021. Funding Committee will put on a grant workshop, details confirmed by next meeting. Monica will send specifics to Cassandra. Grant recipient Joanna Thomas asks if she can incorporate her 2020 rollover funds with her 2021 grant funds. Commission request she submit a revised narrative and budget for approval. Poet Laureate not happening this April. Deferred to 2022.
2. Public Art –Kittitas County Open Show scheduled for May 3/4/5. Art work(s) will be purchased for City collection. Panelist will include 3 art commissioners (Jerry, Brian, Gwen), 1 city council (Tristen), 1 city staff member (Nicole Klauss), 2 artists/community member (Matthew Lennon, Clymer Director). Still need one more community member
3. Advocacy/Public Relations – no report

4. Art Walk – City has directed EAC to not host to not do artwalk. With multiple venues, the cumulative number goes towards the count and City would not be able to regulate business compliance to regulations. City will give further direction once Phase 3 guidelines are released. Phase 3 will take effect March 22. Artwalk may start in May. Commission still needs to decide if venues should get reimbursed. Cassandra and Gwen will assist Laura with venue outreach.

Unscheduled Business

Announcements

- March 12th @ 7pm- Gallery One: 2nd Virtual PechaKucha
- March 12th @ 10am- CWU Theatre: NOELLE SCAGGS: Diversify The Stage: How Do We Collectively Transform The Live Music Industry <http://www.cwu.edu/theatre/dialogues>

Next Meeting will be held: April 8, 2021

Submitted by Josephine Camarillo, Staff Liaison Interim

Minutes approved: 4-8-21

Commissioners: Alex Eyre (Chair), Monica Miller (Vice Chair), Laura Bobovski, Cassandra Town, Jerry Dougherty, Brian Kooser, Gwen Budnik



209 North Ruby Street, Ellensburg, WA 98926

LIBRARY BOARD MEETING

Tuesday, March 9, 2021

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

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

COUNCIL LIASON: none

ABSENT: none

STAFF: Josephine Camarillo

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

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

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

IV. Citizen Comment/Suggestions: none

V. Reports

A. Director's Report: (1) Library to be featured in walking art tour during First Friday Art Walk. (2) Josephine helped with Public Information Officer interviews; Nicole Klauss was hired. (3) Statistics are positive. (4) Teen passive program for February included Blind Date with a Book. This program was popular, so it was extended.

B. Budget Report: January was fine.

C. Friends' Report: No report.

VI. Old Business

A. Bulletin Board Policy: M/S/P

VII. New Business

A. Of the Dr. Seuss items that have been controversial, the Library has only one. The Library Board will be looking at policy regarding choosing or removing materials from the collection.

VIII. Upcoming Programs/Events: March 17, Grab and Go Kits: STEM and March 31, Baby Bounce Bags and Online Tutorial.

IX. Unscheduled Business: none

Next regular meeting will be April 13, 2021. Location: Zoom.

Respectfully submitted,
Loretta Gray

LODGING TAX ADVISORY COMMITTEE

February 3, 2021 (2:02 p.m. to 2:33 p.m.)

Members Present: Mary Morgan, Monica Miller, Steve Townsend, Lacie Dawson, Marie Smith and Jim Nale.

Members Absent: Matt Anderson

Others Present: Laurie Gigstead, Executive Assistant, and Madison Ford, Director of Tourism – Chamber of Commerce.

1. **Call to Order.** Chair Morgan called the meeting to order at 2:02 p.m.
2. **Minutes of the December 2, 2020 meeting.** Moved and seconded (Townsend/Nale) to approve minutes as written. Motion approved.
3. **Correspondence and Public Comment Period.** None.

Introductions: Chair Morgan asked that all the participants introduce themselves since we had three new members to the Committee.

4. **Unfinished Business.**

- A. **Budget/Financials Review.** Reviewed and acknowledged.
- B. **Tourism Report.** Madison reviewed the January data.
- C. **Sign Committee Report.** No report.

5. **New Business.**

- A. **Update on Applications for Appointment to the Lodging Tax Committee.** The City Council appointed three new members at their February 1, 2021 meeting – Lacie Dawson (collector), Marie Smith (receiver) and Jim Nale (receiver).

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

With no further business, the meeting was adjourned at 2:32 p.m.

Respectfully submitted,
Laurie Gigstead
Recording Secretary

Drafted: 02/04/2021

Approved: 04/07/2021

**Parks & Recreation Advisory Commission
Meeting Minutes – January 13, 2021**

DATE OF MEETING: January 13, 2021
MEMBERS PRESENT: Laci Harrison, Dan Witkowski, Jack Frost, Shari Smith, PJ MacPhaiden, Joelle Dickerson
OTHERS PRESENT: Council Liaison Stacey Engel, Parks & Parks & Recreation Director Case

CALL TO ORDER – Commission Chair Harrison called the meeting to order at 5:30pm.

MEETING MINUTES - The meeting minutes from the December 9, 2020 meeting were approved as written. *All in favor.*

NEW BUSINESS

Commission Elections – Nominations were made for the positions of chair and vice chair. Laci Harrison was nominated as the chair, Dan Witkowski as vice chair. Vote was unanimous.

Homelessness in City Parks – Staff provided the Commission with information regarding an increase in homelessness at City park facilities, specifically the Rotary Pavilion property in downtown Ellensburg.

OLD BUSINESS

Scoring Criteria for the Naming of Downtown Park – The Commission finalized the process for the naming of the downtown park. After the nominations close on February 26th, all commission members will receive the nominations, which will include the names submitted in the current nomination process, as well as all of the names submitted in January & February of 2020. From that list, commission members will bring their top five names to the March 10th meeting and rank each name based on the following:

1. Name has a connection to Ellensburg/Kittitas County
2. Citizen Appeal - How well the name will be received in our community
3. Mindful of the current political climate
4. Legacy – how well will the name age, is it timeless
5. Reflects the diversity, inclusivity, and equity of our community

Each category will be assigned a maximum of five points.

BUSINESS ITEMS FOR FEBRUARY 10, 2021 MEETING

Update on Reed Park Master Planning Process

COMMISSION MEMBER REPORTS / OTHER BUSINESS

Commissioner Dickerson asked about the removal of the bench swing from Lions Mt. View Park. Staff stated that the bench had broke and could no longer be repaired and reinstalled due to the age of the bench. Staff will look for a similar replacement.

Commissioner Frost requested that Commission members use the correct name of the park when referring to a park.

STAFF REPORT – 1. The state’s latest guidelines under ‘Healthy Washington Roadmap to Recovery’ allows the City to reopen the Ellensburg Racquet & Recreation Center for some activities and does not impact current operations at the Kittitas Valley Memorial Pool & Fitness Center and Stan Bassett Youth and Community Center. Under the new guidance there is some relaxation on the restrictions on youth and adult sports based on the risk category of the sport. 2. The City received funding to extend the Palouse to Cascades reconnection route from the intersection of Alder Street and Nicholson Boulevard to the existing trailhead at the Kittitas Valley Event Center. The new section of trail is approximately .40 miles in length. Trail design is scheduled to take place in 2021 with construction occurring in 2022. 3. The city will be moving forward with hiring the public information officer, a position which has provided our department with a lot of support.

ADJOURNMENT - The meeting was adjourned at 6:30pm.

**Parks & Recreation Advisory Commission
Meeting Minutes – February 10, 2021**

DATE OF MEETING: February 10, 2021
MEMBERS PRESENT: Laci Harrison, Dan Witkowski, Shari Smith, PJ MacPhaiden, Joelle Dickerson
OTHERS PRESENT: Bob Ford, Ellensburg Youth Rugby Club, Council Liaison Stacey Engel, Parks & Recreation Director Case

CALL TO ORDER – Commission Chair Harrison called the meeting to order at 5:30pm.

MEETING MINUTES - The meeting minutes from the January 13, 2021 meeting were approved as written. ***All in favor.***

NEW BUSINESS

Proposal from Ellensburg Youth Rugby – Bob Ford, from the Ellensburg Youth Rugby Club, presented a proposal to convert Fairpoint Field, the baseball field at West Ellensburg Park, into a multi-use field by removing the baseball infield material and replacing it with grass. The project would also include reconfiguring the irrigation system and potentially adding bleacher seating. Staff indicated that it has been at least five years since Fairpoint Field was used for organized baseball games, teams are now electing to use the two newer baseball fields at Rotary Park, Staff also pointed out that one of the goals and priorities identified in the 2016 Park Comprehensive Plan update was maximizing existing park inventory to their highest use, which this proposal would do by allowing baseball to still be played, as well as soccer, rugby, lacrosse, and ultimate frisbee. The Ellensburg Youth Rugby program is a co-ed program with participants ranging from U-12 to high school age. Funding for the project would come from the club.

Commissioner Witkowski voiced concerns about the potential impact rugby games could have on parking in the surrounding neighborhood. Mr. Ford stated that matches are restricted to Saturdays and that scheduling would take into account other activities scheduled at the park. Staff added that there would be available parking at Rotary Park since the Ellensburg Youth Baseball and Softball program is no longer scheduling Saturday games.

A motion was made and seconded to support the project and recommend that the Ellensburg City Council approve the project. ***All in favor.***

OLD BUSINESS

Scoring Form for the Naming of Downtown Park – The Commission reviewed the scoring form for the naming of the downtown park making one adjustment to the description of the 'Political Climate' category.

BUSINESS ITEMS FOR MARCH 10, 2021 MEETING

Selection of downtown park name.

STAFF REPORT – 1. City staff is performing tree removal at Irene Rinehart Riverfront Park per the Army Corp of Engineers requirements. 2. With the county moving to phase two some recreation opportunities have expanded including high school sports, an increase in the number of participants and programs allowed at the Ellensburg Racquet & Recreation Center, and local organizations, such as the Ellensburg Youth Baseball Softball Association being able to offer sports to your local youth. 3. Parks Department will be hiring their full allotment of 6 seasonal employees. In 2020 we were fortunate to hire two seasonal employees due to COVID. 4. Participation numbers at the Stan Bassett Youth Center continue to increase. 5. Projects slated for 2021 include; demolition of the Rotary Pavilion drive thru structure; installing field lights at the Rotary Park youth baseball/softball complex; reroofing the pool; chip sealing the Rotary Park parking lot.

ADJOURNMENT - The meeting was adjourned at 6:25pm.



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

MINUTES OF ELLENSBURG CITY PLANNING COMMISSION

Date and Time: Planning Commission Meeting of March 11, 2021 at 5:45 p.m.
Place of Meeting: Virtual Zoom Meeting
Present: Beverly Heckart, Fred Padjen, Ed Harrell, Geraldine O'Mahony, George Bottcher, Sathy Rajendran, Gayl Curtiss
Absent: George Bottcher
Others Present: Community Development Director Kirsten Sackett; Planning Manager Jamey Ayling; Council Liaison Stacey Engel

1. CALL TO ORDER

Chair Padjen called the meeting to order at 5:48 pm.

2. APPROVAL OF AGENDA

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

3. APPROVAL OF MINUTES

Commissioner Heckart moved to approve the minutes of the February 11, 2021 Planning Commission Meeting as presented by staff. Commissioner Rajendran seconded. Motion passed with all in favor.

4. NEW BUSINESS

5. OLD BUSINESS

6. CITIZEN COMMENT

No members of the public in attendance.

7. STAFF UPDATE

a. Staff Training for Commissioners

Planning Manager introduced the training topic for the evening. He shared another Short Course training video from the Dept of Commerce – "Updating your Comp Plan".

Speaker Bill Grimes talked about various approaches to updating a Comprehensive Plan, as well as the reasons why a Plan might need to be updated. He stated that it is always important to keep the Plan up to date with state or regional changes, and to stay current with changes within your own community. The Plan may also need to consider updating infrastructure or other system-wide improvements. He then explained the importance of the feedback loop, which allows you to determine how well the Plan is working, and which also allows you to reassess priorities.

Grimes stated that there are several issues to be considered in your Comp Plan update, including planning for climate change and weather events, to help plan for resilient and adaptable communities. Other issues to consider include the change in lifestyle patterns of different demographics, and the advances in new technologies. These issues drive our economy and the economy drives our development response. It's likely that policy response will deal with physical mobility, local food production and other responses so that we can meet the demands of this generation and those to follow.

Grimes said that a jurisdiction should plan on spending about two years on the Comp Plan update process.

A typical Update process includes:

- Announce Update Plan – be public with this first step
- Review your existing plan
- Review your community

The Dept of Commerce provides a helpful checklist to help you identify the scope of the work to come. The next step involves looking at your community's existing vision, then vetting it, and affirming it. This leads to the next steps in the update process:

- Consider and evaluate alternatives to achieve visions
- Update plan policies, maps & text - to ensure an internally consistent document
- Review implementation strategies
 - o This is important! This is how you will make your policies become a reality! This will feed into how you later review and amend your development regulations.
- Update Regulations
- Adopt by the deadline!
 - o This keeps your community eligible for certain State grants and loans

The dept of commerce has prepared a comp plan update checklist to aid communities. When you look at the community's existing vision, you will want to vet it with the community.

Options for updating your Comp Plan might vary by community.

Update Options:

Plan still working:

- Focus on tweaks and implementation

Local Discord (which may have nothing to do with planning):

- Focus on building trust
- Focus on building communication channels
- Create a policy framework that is clear and compelling
- Focus on the Future

Fiscal Pinch:

- Identify fiscal priorities and opportunities

Each community deserves a deliberate and tailored approach.

Update Process Tips:

- Transparency
 - This is a function of staff and the planning commission
- Keep a Record
 - o Every meeting, every decision made, is kept in a project record, so the process can be tracked from the beginning to the actual adoption of the Plan Update.
 - o Updates are supposed to be based on public input and guidance, but this is also ESSENTIAL to creating a plan that is adoptable and supported by your community at large.
- Engaging public process
 - o People should want to participate
 - o And participation is meaningful and rewarded every step of the way
- Examples - of the type of vision you are after
 - o Share pictures of communities that have been successful
 - o Make sure people understand the consequences of their policy action
- Implementation
 - o Need to get buy-in and commitment, so that when the Update is adopted, people are eager to turn it to reality.
 - o You also need to make sure you leave ample time during the public hearing consideration process. It will almost always take longer than you expect.
- Budget realistically
 - o Over the long run, the money you spent on the planning process will pay itself back in dividends multiple times over. It will help a community agree on priorities to better qualify for grants and loans in the future. It will also help you identify projects that can come together for efficiency

Resources to help with plan Update are available on the Dept of Commerce website.

At the conclusion of the training video, Ayling reminded the Commission that the City will be developing the new "Diversity, Equity, and Inclusion" chapter over the next year. Chair Padjen asked about a GMA amendment proposed by the legislature to required that all communities address climate change. Staff provided some information about docketing and time frames. Commissioner Curtiss asked if the Commission is going to be revising the Comp Plan, or when does it expire. Ayling responded that the next required update is 2026. The plan is a 20-year plan, so it is valid over that time period, however Updates are required by Commerce every 8 years. Jurisdictions are also allowed to amend the Comp Plan on an annual basis through a docketing process. Director Sackett also provided an explanation on the difference of the annual amendment process and the broader scale Update process required every 8 years.

Commissioner O'Mahony asked if there a plan to address planning for a pandemic. Sackett said that this type of planning might be more relevant to the Hazard Mitigation Plan for the County. She said this was updated in the last two years, but she said it was focused more on responding to natural disasters. Ayling stated that the document would need to be one that was easily available, and not shelved. O'Mahony wondered if pandemic planning could lead to more thoughts on outdoor recreation, outdoor dining, HVAC standards, etc. Sackett said that Staff could look into this concept.

Padjen asked about the plan for updating Capital Improvements Plan, and Staff provided an explanation of how the 6-year CIP's are updated every year through the annual amendment process.

O'Mahony asked about heat proofing, and a recognition that the ambient temperature is increasing. Sackett said that topic would likely be covered in a future Comp Plan chapter on Climate Change. Ayling said that right now developments are required to build to the Eastern Washington stormwater manual, which specifies the 25-year storm event and how long you have to retain water, etc. Future amendments to the stormwater manual may also touch on these climate change topics as well.

The Commission asked various questions about developments that are taking place. Staff provided some updates on some of the recently submitted projects.

Planning Manager Ayling then led the Commission into the next training topic. He put together a handout that came from the Planner's web service that provided "Advice for Planning Commissioners". It includes advice for Planning Commissioners, as shared by individuals who had either served on Commissions, or served as Staff to Commission's. He shared that document on the screen and talked through many of the tips provided. He said that he would also email the handout to the Commissioners.

Discussion then ensued on some areas of interest of the Commissioners. Rajendren is new to the group and is still learning about the Commission and his role. He is interested in making sure the Gateway project is aesthetically pleasing. Curtiss said she is passionate about the historic district and maintaining the vibrance of downtown and its businesses. Heckart wants to ensure that the Center of the City remains strong, because that is where the identity of the community is located. She also knows we need to increase the density, especially by reducing the amount of R-S zoning. Harrell said he knows the community is going to grow a lot, and as it grows he would like to ensure it remains a pleasant place to live. Development standards need to remain appropriate, with good landscaping standards. He also agrees that the downtown needs to be maintained. Padjen said he has always been interested in keeping the historic core healthy, but also developing neighborhood cores adjacent to downtown. Would like to see more mixed-use development and greater density in the outlying areas. We also need to make sure we stay ahead of the fossil fuel areas. O'Mahony had a motivation in that with two small children she wants to see an emphasis that our developments are inclusive and diverse.

8. ADJOURNMENT

Chair Padjen adjourned the meeting at 6:54 pm.



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: April 19, 2021

Item Title/Agenda Subject: Collective Bargaining Agreement for 2021-2023 between City and IBEW Local 77

Submitted by: Terry Weiner City Attorney Department

Recommended Action or Motion: Authorize the Mayor and City Manager to sign the Collective Bargaining Agreement for 2021-2023 between the City of Ellensburg and IBEW Local 77, and make the necessary budget adjustment for 2021 as set forth in the Agenda Report.

Background/Summary: Staff has completed negotiations for a new Collective Bargaining Agreement ("Agreement") with the International Brotherhood of Electrical Workers ("IBEW") Local #77, whose members are all employees of the Light Division within the Public Works & Utilities Department. Negotiations transpired over the course of approximately three months. A tentative Agreement has been reached between the parties' negotiating teams and has been ratified by the bargaining unit's members, and is now brought before the City Council for approval.

The parties' current agreement expired December 31, 2020. Both parties, as typical, started negotiations with proposals on a variety of economic and non-economic (operational) issues. Negotiations on a general wage increase were complicated by the current economic recession and uncertainty regarding the timing and strength the national economic recovery. This uncertainty had resulted in a decision not to provide a general wage increase to non-represented employees in 2021. A Tentative Agreement was reached on over a dozen separate revisions of the contract, and ratified by the Union membership on April 12, 2021. The proposed Agreement is attached.

Previous Council Action: None.

Analysis: The bargaining unit members previously received an average wage increase of 3.0% during the years 2018-20. Due to the significant economic uncertainty occurring when negotiations

began late last summer, bargaining over economic issues was difficult. Nonetheless, the parties reached a tentative contract agreement in early December 2020. Unfortunately, the Union voted to reject that tentative agreement, resulting in the parties returning to the bargaining table in January. It was quickly determined, however, that the parties should instead proceed to formal mediation using the services of a mediator from the Public Employment Relations Commission. Mediation was held on March 23, 2021, and the parties were able to reach agreement on a new three-year contract. The new agreement includes a general wage increase of 3% in 2021 (retroactive to January 1), 3% in 2022 and 3% in 2023 , along with a one-time lump sum payment of \$2,000 for each bargaining unit member, which will not be included as part of the employees' regular wage base in future years.

The City also agreed to other economic proposals by the Union, including standby hours and personal protective clothing allowances.

Non-economic changes to the proposed agreement include:

- Changes to union security provisions mandated by a 2018 US Supreme Court case
- Clarification of provision regarding employee obligation to repay City for state apprenticeship program costs upon separation from the City
- Adding provision addressing circumstances under which City may monitor user of City-owned wireless and GPS-enabled devices
- Increasing the trial period (probationary) upon mutual consent by the parties from six months to up to 12 months
- Technical changes to the sick leave provisions as required by changes in state law

Financial Impact:

The estimated increase in wage and benefit costs from the proposed Agreement is approximately \$221,463, not including the one-time lump sum payments. The impact on the 2021/2022 Biennial Budget will need to be addressed during the mid-biennial review process in September. This increase will not affect current budgeted service levels. The increase for 2023 will be budgeted within the respective calendar year

budget.

Attachments:

[City-IBEW Collective Bargaining Agreement for 2021-23](#)

[City-IBEW Collective Bargaining Agreement for 2021-23 \(redline version\)](#)

JANUARY 1, 2021 THROUGH DECEMBER 31, 2023

**WORKING AGREEMENT BETWEEN
THE CITY OF ELLENSBURG AND
LOCAL #77 OF THE INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS**

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A Working Agreement entered into by and between the City of Ellensburg, Washington, hereinafter called the City, and Local Union #77 of the International Brotherhood of Electrical Workers, hereinafter called the Union.

ARTICLE I. GENERAL CONDITIONS

Section 1. The City and the Union recognize that harmonious relations should be maintained between them and with the public. The City, the Union, and the public have a common and sympathetic interest in the progress of the electrical industry. All will benefit by continuous peace, and by adjusting any differences which may arise by rational, common sense methods.

Section 2. The City is engaged in public service requiring continuous operation and it is agreed that the obligation of continuous service is recognized by the City and its employees who are members of Local Union #77 of the International Brotherhood of Electrical Workers.

Section 3. Union Recognition and Dues.

Section 3.1. Exclusive Representation. The International Brotherhood of Electrical Workers, Local 77 ("Local 77") is the exclusive bargaining representative for all employees performing work covered by this Agreement.

Section 3.2. Membership Rights. All bargaining unit employees can choose whether to become a Union member, an Agency Fee Payer (fair share payer), or a nonmember within thirty-one (31) days following entry into the bargaining unit or within thirty-one (31) days of employment, whichever is later.

Section 3.3. Payment Authorization. Employees who elect union membership will enter a separate dues checkoff agreement to be supplied by Local 77. Employees who elect to be an Agency Fee Payer will enter a separate waiver and consent to payment of such fair share fees.

Section 3.4. Collective Support. Employees understand that dues and/or fees paid to Local 77 are necessary for the maintenance of the bargaining unit, ensuring enforcement of this Agreement, and the financial stability of the union to improve wages and working conditions generally. Unit employees collectively agree that financial support to Local 77 is fair, necessary, and integral to the success of this Agreement.

Section 3.5. Payroll Deduction, Reoccurring Dues, and Initiation Fees. The Employer agrees to make monthly payroll deductions for: (1) initiation fees; (2) regular monthly union membership dues; (3) an assessment; (4) fair share dues from an Agency Fee Payer; and/or (5) any other authorized deduction to a fund established by the Union. The Employer will make these monthly payroll deductions upon receipt of written authorization from the employee on the form supplied by Local 77. The Employer will supply monthly deductions with itemization to include the employee name, social security

number/employee identification number, and amount of deduction. This information will be forwarded to Local 77 along with payment each month. The initiation fee, membership dues, assessment, fair share fees, and/or any fund contributions shall be in an amount specified by Local 77.

Section 3.6. Resignation. Any employee desiring to resign union membership with Local 77, to cease serving as an Agency Fee Payer, or otherwise cease payment of monthly deductions must provide a signed, written, notice to Local 77. The Union will establish a prescribed method for receipt of a written resignation. The Employer will not cease authorized monthly deductions until informed by Local 77 that the employee has resigned.

Section 3.7. Employment Information. The Employer agrees to supply Local 77 the names of all "new hires," persons entering the bargaining unit, and/or performing work covered by this Agreement at a regularly established time each month during the calendar year. This list will include the employee name, job classification, residence address, and phone number.

Section 3.8. Access to New Members. The Employer will provide Local 77 access to all newly hired employees and/or persons entering the bargaining unit within thirty (30) to ninety (90) days of such hire or entry into the unit. The Employer will allow Local 77 up to one (1) hour to meet with such newly hired employees and/or workers entering the bargaining unit. The access can occur either during orientation or at a mutually agreed upon time between the Employer and Local 77. Local 77's right to meet with newly hired employees and/or persons entering the bargaining unit shall occur during the employee's normal working hours and at his or her usual worksite or a mutually agreed upon location.

Section 3.9. Notification When Outside Parties Seek Information. The Employer agrees that it will notify Local 77 within fifteen (15) days if it receives a request for information or public records request from a third-party or entity soliciting the names, addresses, personal information, or membership status of unit members. The Employer agrees to provide Local 77 a copy of such written request and/or a brief summary of any oral request. The Employer agrees not to challenge Local 77's standing to assert privacy and/or other objections on unit members' behalf for such third-party requests for information or records.

Section 3.10. Severability. If any provision of this article is deemed legally invalid or unenforceable by judicial decree or legislation, the remaining provisions will remain in full force and effect.

Section 3.11. 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, including reimbursement for any legal fees or expenses incurred in connection with such action. 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.

Section 4. In the interest of good service and proper conduct of its business, the City retains the right to exercise discipline based on just cause. Any employee covered by this Agreement who has been laid off, disciplined, or discharged shall be advised in writing of the reason or reasons for such action and the Union shall also be advised in writing of the reason or reasons for the action taken.

Section 5. Nothing in this Agreement is intended or shall be used to violate any legal public requirement or safety standard. If, during the term of this Agreement, laws become effective which are in conflict with this Agreement, the parties shall amend such conflicting provisions only and all other provisions shall continue in full force and effect.

Section 6. The City agrees to recognize Local Union #77 of the I.B.E.W. as the sole and exclusive collective bargaining agency for all employees of the type and classifications covered by this Agreement.

Section 7. A qualified Journeyperson Lineperson (Inspector) shall be assigned to all underground, overhead and substation projects, or a qualified Journeyperson (Inspector) may be assigned to all substation projects, undertaken by contractors for the City of Ellensburg involving electrical work that could otherwise be performed by Bargaining Unit members if State bid laws did not require the use of contractors. The Inspector will have the authority to stop work for safety violations and/or in any case where continuation of work would lead to eminent safety hazards.

When contractors are not following engineering specifications or standard installation practices and safety is not an issue, the Inspector will inform the contractor that unless the contractor makes changes to comply, he will report the violation of the engineering specifications or standard installation practices to the appropriate supervisor.

Like all other Bargaining Unit work, inspections performed outside of normal work hours will be compensated at the overtime rate. However, it is understood between the parties that overtime is not to be used by the City as a reason not to have the Inspector on the job when critical tasks are being performed. Wire pulls, grounding, backfilling, setting of vaults and making up of elbows are some examples of critical tasks requiring the presence of the Inspector. Laying of conduit and setting of transformers are examples of non-critical tasks. It is the intent of the parties that the City will make the call when the Inspector should be on the job site when non-critical tasks are being performed. However, it is the intent of the parties that inspections of non-critical tasks will take place at appropriate intervals.

Section 8. There shall be no strikes, work stoppages, slow-downs, interruptions, or other delays of work, of any nature, by bargaining unit employees, nor any lockouts by the City during the life of this agreement. The Union agrees to use its authority with its membership to effect continuous service to the City. Employees covered by this Agreement shall not be required as a condition of employment to pass through a legal picket line recognized by Local #77 of the I.B.E.W. except where there is mutual agreement that a bona fide emergency exists. Nor shall any form of discipline be brought against any employee who

shall refuse to pass through such picket lines.

Section 9. Employees covered by this Agreement shall as a condition of employment, live within the corporate limits of the City of Ellensburg or within thirty (30) minutes response time from the Central Service Building when measured by complying with posted speed limits and verified by an online mapping system.

Section 10. (a) Full-time employees covered by this Agreement shall be issued Personal Protective Equipment (PPE) allowance of \$1,200.00 for newly hired employees and \$700.00 annually by January 31 thereafter for items to be ordered through the City's approved clothing website that satisfies the WISHA/OSHA requirements for electrical workers. The purpose of the PPE allowance is for employees to purchase their choice of work shirts, jackets, coats, sweatshirts, vests, pants or any other article clothing to be used for work. Newly hired employees shall be issued one (1) set of breathable fire resistant (FR) rain gear, which may include City and/or Department logos and an IBEW patch. The IBEW patch shall be no larger than the City or Department logo and will be provided and attached by the employee. The annual PPE allowance shall be added to the employee's clothing allowance account with the City-selected clothing vendor in January each year.

(b) Employees must use City paid-for or provided PPE when required by WISHA/OSHA rules and have it available on the truck or in their city locker when it is not required. At other times the employee may choose whether or not to use the City paid-for or provided PPE. As used herein, "City paid-for PPE" means any PPE purchased by the employee using the PPE allowance under subparagraph (a) above.

(c) PPE will be replaced by the employee as WISHA/OSHA requirements change, and repaired or replaced as they wear out, by use of the employee's annual PPE allowance. FR rain gear shall be repaired or replaced (if damaged beyond repair) by the City as determined by the Operations Supervisor; notwithstanding the foregoing, FR rain gear shall be replaced by the City at least every five (5) years. Employees shall be responsible for cleaning all PPE. The City shall be responsible for any specialized cleaning/treatments to maintain WISHA/OSHA compliance as applicable.

(d) In addition, the City shall provide an annual boot allowance equal to the Journeyperson rate for all hours compensated, multiplied by one and one-half percent (.015). Such allowance shall be paid only to Forepersons, Servicepersons, Linepersons, Meterpersons, Groundpersons, Apprentices and Electricians in February of each contract year.

(e) Temporary employees, after six (6) months of continuous service, shall be entitled to be issued PPE as provided for in (a) above; provided however, temporary employees are not entitled to a boot allowance.

(f) New employees while on probation shall be eligible to be issued PPE as provided for in (a) above; provided however, new employees must complete their probation before

they become eligible to receive the boot allowance. Employees hired after February of any year are not entitled to a boot allowance for that year.

Section 11. The City shall ensure that each lineperson is equipped with one (1) fall arrest system and one (1) set of hooks, belts, and safety straps within thirty (30) days of employment. Hooks, belts and safety straps, and the fall arrest system, shall be replaced as necessary as a result of normal wear and tear. In addition, each lineperson shall be issued a set of personal hand tools. The list of tools shall be agreed upon by mutual agreement of the Union and Management. The list, including hooks, belts, and safety straps, shall indicate the disposition of each item when the employee ceases to work for the City (i.e. Employee keeps or returns item(s) to City). However, linepersons who fail to complete their probationary period shall be required to return to the City all tools and equipment the City provided to the individual. Four (4) pair of leather working gloves per year are to be furnished to the lineperson, apprentice, groundperson, and meterperson by the City after the six (6) month probation period is satisfactorily completed.

Section 12. All linepersons employed shall continue to maintain a Class A Commercial Driver's License in order to be able to fulfill the minimum job requirements. The required physical exam necessary in order to maintain such license may be obtained at a City designated medical facility or as part of the employee's regular physical exam. If the employee chooses to use the City designated medical facility all costs will be paid by the City. If the employee chooses to use their own physician the City will reimburse the employee for any additional costs incurred for the CDL certification that are not paid for by insurance. The Lineperson job description shall include the requirement of a Commercial Driver's License. If a lineperson should lose their CDL for medical or legal reasons they shall have twelve (12) months from the date of loss to regain their CDL or be subject to dismissal.

Section 13. The Union may grieve contracting out of work as described in Article I, if such contracting involves work normally performed by the employees covered by this Agreement, and provided that such contracting is cause for the layoff of employees covered by this Agreement.

Section 14. In the event the duties of a particular classification change due to new technologies or future automation, the individuals within that classification shall be provided with adequate training to prepare them to carry out those duties while making use of the new technologies.

In the event a classification is added or changed as a result of technology or automation, it is the City's intent that the employee, during the term of this agreement, will continue to be represented by IBEW Local 77. Exceptions: electric meter reads associated with turn-ons and turn-offs and the hanging of door hangers shall be performed by non-IBEW members when the meter route has more than 60% electric ERT meters.

Section 15. The Employer shall adopt and implement requirements and rules concerning drug and alcohol testing, as required by the Department of Transportation for persons possessing Commercial Drivers Licenses.

Section 16. (Successor Clause) In the event the Ellensburg City Council determines it would be in the best interests of the City to sell or otherwise transfer the functions of the Light Division performed by the bargaining unit to another entity, the City agrees it will adhere to the requirements of the state collective bargaining laws and provide IBEW Local 77 notice of the proposed sale or transfer and offer the Union an opportunity to bargain the effects of the sale or transfer. In the event of the reorganization or transfer of the functions of the City Light Division to another City department, the City agrees that any transferred employees, if they continue to perform functions previously performed in the Light Division, will continue during the term of this agreement to be subject to this agreement and representation by IBEW Local 77.

Section 17. Individuals who are placed into the Journeyman Lineperson or Journeyman Meterperson apprenticeship programs shall have an obligation to work for the City after successfully completing the apprenticeship program and shall sign an agreement with the State Apprenticeship Program obligating them to carry out the terms of this section. Journeymen who voluntarily leave City employment before completing one full year of Journeyman employment with the City will repay the City one hundred percent (100%) of non-wage costs the City incurred. If the employee leaves City employment after one year, but before the second full year as a Journeyman, the employee will be required to repay seventy-five percent (75%) of non-wage costs the City incurred on the part of the Journeyman while the individual was in the apprenticeship program. If the employee leaves City employment after the second year, but before the third full year as a Journeyman, the employee will be required to repay fifty percent (50%) of non-wage costs the City incurred on the part of the Journeyman while the individual was in the apprenticeship program.

Section 18. The City reserves the right to monitor the use of all City-owned wireless and GPS-enabled devices. The purpose of providing such equipment is to enable employees and supervisors with tools to assist in assigning, dispatching and monitoring the progress of work performed by those employees. Information from these devices may be used like any other evidence in cases involving safety concerns or allegations of employee misconduct but shall not be used for the sole purpose of monitoring employee performance. Such information can be used to confirm or deny specific allegations that could result in employee discipline.

ARTICLE II. WORK WEEK AND WORK DAY

Section 1. The work week shall constitute five (5) days in sequence, Monday through Friday. For purposes of determining the pay period, the work week shall run from 6:00 PM Friday to 6:00 PM Friday.

Section 2. (a) From March through October, the regular work day shall constitute eight (8) hours commencing at 7:00 a.m. and ending at 3:30 p.m. From November through February, the regular work day shall constitute eight (8) hours commencing at 7:30 a.m. and ending at 4:00 p.m. A half hour between 12:00 noon and 1:00 p.m. shall constitute

the lunch period. The hours of the crew may be further adjusted by mutual agreement.

(b) At all times there will be at least one lineperson assigned to commence work at 8:00 a.m. and end work at 4:30 p.m. The second employee, if any, assigned to commence work with the lineperson shall be scheduled for at least a 30-day period unless adjustments are required by unforeseeable leave requests. A half hour between 12:00 noon and 1:00 p.m. shall constitute the lunch period. For purposes of this contract, this lineperson(s) shall be referred to as the Late Person. In the event the Late Person calls in sick, a lineperson on the crew may be designated to cover the last hour of the day at the overtime rate, unless notified before the end of his/her shift to cover the Late Person assignment the next day. In such cases, the supervisor will notify a lineperson they must cover the last hour as soon as reasonably practicable after being informed the Late Person is taking sick leave. If the Late Person submits a leave request less than five (5) business days prior to the requested leave, the supervisor will notify a lineperson by the next day they must cover Late Person's scheduled shift(s) during the leave day(s) being taken by the Late Person.

(c) Either party has the right to terminate an alternate work day agreed to under subsection 2(b), and return to the regular work day provided in subsection 2(a), upon giving the other party five (5) business days' prior notice.

(d) The Meterperson may work either a regular or alternate work day; provided however, the Meterperson shall give the Operations Supervisor five (5) business days' notice prior to changing from one type of work day to the other; and provided further, the City retains the right to return the Meterperson to the regular work day provided in subsection 2(a), upon giving the Meterperson five (5) business days' prior notice.

(e) An "adjusted" work day provided for in this Section 2 shall constitute a regular work day for all other purposes in this Agreement.

Section 3. A standby system is established by the City with an employee carrying a City provided cell phone and taking a City Light vehicle home for use on call-outs. The on-call employee assigned to carry the cell phone shall be compensated at the rate of ten (10) hours of pay for each week of on-call duty plus two (2) hours of pay for any of the ten (10) listed holidays occurring during the time the employee is so assigned. On-call compensation can be taken as cash or converted to a bank day.

(a) Standby time shall mean that period of time between 8:00 a.m. Tuesday through 8:00 a.m. of the following Tuesday when a qualified employee is not on regularly scheduled work hours but is required to be immediately available for performance of emergency work.

(b) Standby time shall be equally rotated among all 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.

(c) 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 subsection (c) above.

(d) 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.

(e) An employee scheduled to serve on standby on a specific date may be excused for compassionate reasons providing a twenty-four (24) hour notice in advance of the scheduled standby is given to the employee's immediate supervisor and provided further that a suitable replacement is obtained.

Section 4. The established headquarters for the City of Ellensburg Light Division shall be at the Central Service Building for all of the employees covered by this Agreement.

Section 5. Employees shall record their time to the nearest quarter hour.

ARTICLE III. OVERTIME, CALL TIME, SHOW TIME, MEAL TIME, RELIEF TIME

Section 1. Employees covered by this section shall be allowed overtime at the rate of double time for all the time worked other than the regular hours, overtime to begin when the employees leave their home for work and end when they return to the place from where they were called.

Section 2. Compensatory Time. (a) Employees may accrue compensatory time off (comp time) in lieu of overtime compensation. Comp time can be taken in lieu of paid overtime on the basis of two (2) hours off for each hour of overtime worked; provided, comp time may only accrue to the maximum limit of forty (40) compensatory hours total in a calendar year.

(b) Employees will be allowed to use accrued compensatory time off by mutual agreement with their supervisor.

(c) When taken, compensatory time will be paid at the employee's regular hourly rate.

Section 3. Employees relieved from duty the first half of the day shall receive not less than one-half day's pay. If relieved after having been on duty more than one-half day, they shall receive a full day's pay, unless relieved at their own request on account of weather conditions.

Section 4. Employees shall be compensated for not less than two (2) hours of work each time they are called out from their homes other than regular working hours. They shall be paid the overtime rate (double time) for such work from the time they leave their home until the time they return home, except no pay shall be allowed while the employee is

eating or sleeping. If employees are notified before leaving their regular daily work to report for duty after regular working hours, they shall be paid only from the time they report to headquarters until the time they return to headquarters, but in no event shall they be paid for less than two (2) hours of work, compensated at the overtime rate.

Section 5. Employees who work four (4) hours or more during the eight (8) hour period immediately prior to the beginning of their regular shift, or have worked more than sixteen (16) consecutive hours, shall either continue at the overtime rate (except intermission for meals) or be relieved from duty for not less than eight (8) consecutive hours rest. The rest period shall begin immediately following completion of the overtime work. Returning to work after this eight (8) hour rest period shall be required unless otherwise directed by the Supervisor. In the event of a call-out or scheduled overtime work, when all or part of the employee's eight (8) hour rest period extends into the employee's regular shift, the employee will receive pay at the straight-time rate for the regular shift. The employee will not be called back to work with less than three and one-half (3½) hours remaining of the work day unless otherwise directed by the employee's supervisor, when an emergency exists or when the person is needed to fill a crew component so the crew work can continue. The employee will be paid at the straight time rate for the rest period that is concurrent with a regular work period. The employee may choose to use vacation or lose straight time as a result of taking leave after the required rest period.

Section 6. Employees called out for duty less than four (4) hours before the beginning of the regular working hours shall be paid at the rate of double time (except the intermission for meals) from the time they leave their home until the beginning of the regular working hours, provided that employees called out one hour or less before the beginning of their regular shift shall not receive the call out guarantee set forth in Section 3 above. Regular hours following shall be at straight time.

Section 7. When employees are ordered to report to work for a regular shift but it is mutually agreed before the beginning of such shift that weather conditions are such that the employees cannot work, they shall receive one (1) hour's pay; provided, however, that during cases of emergency, crews may be ordered to work regardless of weather conditions.

The City recognizes during extreme weather conditions that employees will not be required to do hazardous work on live wires except in case of emergency.

Section 8. The City shall assign overtime within a classification as equally as possible. When a crew is required to work overtime to complete its assigned project, the crew on the project will receive the overtime. When a crew is required to work scheduled overtime, the foreperson normally assigned to the project will work, with the rest of the crew to be assigned by classification according to the overtime schedule. A record of overtime assignments shall be kept and posted on the bulletin board every thirty (30) days.

Section 9. When working on overtime work after the regular workday or when called out to work at night, Saturdays, Sundays or holidays, the City will provide or pay employees

for meals unless the employee returns to headquarters on or before mealtime. Meal times will be 6:30 am, 12:00 noon, 6:00 pm and 12:00 midnight. Meal allowance shall be equal to one-half (1/2) of the hourly Journeyperson wage rate and will be paid whether or not the meal is eaten.

Section 10. Employees will be allowed thirty (30) minutes of rest period per day. Such time may be taken in the form of 15 minute breaks in the mid-morning and mid-afternoon at the job site or at the Central Service Facility Building, or one thirty (30) minute break at the discretion of the employees of the bargaining unit either mid-morning or mid-afternoon.

If a thirty (30) minute break is taken, it shall be taken at the Central Service Facility Building 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.

Section 11. Employees who are required to continue working after their regular shift shall receive overtime pay for all hours worked until they return to headquarters.

ARTICLE IV. TRANSFERS - PROMOTIONS - CLASSIFICATION CHANGE

Section 1. An employee placed on temporary assignment to a higher classification shall receive the prevailing rate of pay for the higher classification during the time so assigned; provided, the employee must work at least one (1) hour on the assignment to the higher classification to qualify for the higher classification pay.

Section 2. Whenever crews are combined temporarily so that the combined crews total more than four employees and involve more than one Foreperson, the senior Foreperson shall then supervise.

Section 3. When three (3) or more employees, two of whom are Journey level, are working on one specific job, one employee shall be rated as Foreperson.

Section 4. When two (2) employees, one of whom is a Journey level, are working together, one employee shall be rated as Serviceperson and paid the applicable rate. If the bid Serviceperson is one of the employees working together, the bid Serviceperson will be the only employee paid the applicable rate.

Section 5. Employees of the City other than members of the I.B.E.W. who perform work customarily performed by members of the I.B.E.W. Union shall be assigned to the Light Division for that period of time and paid at the applicable rate.

Section 6. An employee who bids or is promoted into a position new to the employee will be provided a trial period of six (6) months from the effective date of the promotion. In the event an employee does not successfully complete a promotion trial period, the employee will be reassigned to the employee's former position. If such reassignment results in

bumping a new employee still in their trial period, the “bumped” employee will be placed on a reinstatement list for their position or classification for twelve (12) months.

ARTICLE V. SAFETY RULES

Section 1. The Electrical Workers Safety Rules, as promulgated by the Department of Labor and Industries of the State of Washington, and as amended from time to time, are hereby adopted and incorporated as part of these rules and regulations, as if fully set forth herein. If the Washington State Safety Code does not cover a condition, the National Safety Code will be adhered to.

Section 2. On inspection of substation equipment of over 600 volts, no work on the equipment shall be done unless two (2) qualified employees are present.

ARTICLE VI. SENIORITY RULES

Section 1. The following seniority rules shall apply separately to each classification. When it is found necessary to add new classifications to this Agreement, the City and the Union shall meet to negotiate wages and conditions for said new classification.

Section 2. Seniority in each classification shall be determined by length of service in each classification.

Section 3. It is understood and agreed that in all cases of promotion, the following factors shall be considered and where factor (1) is relatively equal, factor (2) shall govern; and where factors (1) and (2) are equal, factor (3) shall be used:

- (1) Knowledge, training, ability, physical fitness.
- (2) Length of department service in classification.
- (3) Length of continuous service with the department.
- (4) Responsiveness to call-outs.

In cases where two or more employees start to work on the same day, the date of application for employment shall establish priority of position on the seniority list.

Section 4. The first six (6) months of employment shall constitute a trial period, which may be extended by mutual consent 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. After the first six (6) months of employment, all names must appear on seniority lists as of the first date of employment.

Section 5. A seniority list shall be made and posted annually beginning with the first day of this Agreement. The list shall show length of service:

1. Continuous service with the Department.

2. Service in present classification.

Section 6. The foreperson junior in seniority in classification shall be classified as a working foreperson. A working foreperson is a supervising employee who: (a) is in direct charge of a job; (b) is qualified as a journey level lineperson; and (c) works with the employees under his/her supervision. A working foreperson may be required to handle tools and do that class of work required of a Journey level employee. A working foreperson may supervise no more than one lineperson and two other employees.

ARTICLE VII. GRIEVANCE PROCEDURE

Section 1. Any grievance which may arise shall be resolved by the following procedure:

- Step 1. An employee having a concern which the employee feels could be a grievance shall bring up the matter with the Shop Steward or his/her designee within ten (10) working days of the concern giving rise to the grievance becoming known or should have been known to the employee, or it shall be deemed waived.
- Step 2. Once the incident is known to the Shop Steward, he/she shall have ten (10) working days to investigate and bring the matter to the supervisor (who is outside the bargaining unit).
- Step 3. In the event the grievance is not settled satisfactorily by the above procedure within ten (10) working days from when it is brought to the supervisor's attention, the grievance shall then be taken to the department head in writing and include the specific section(s) of this Agreement allegedly violated and the remedy being sought and the same will be answered within ten (10) working days of the receipt thereof.
- Step 4. If Step 3 does not settle the grievance to the satisfaction of the Union, then the matter shall be submitted to the City Manager for review and decision, and such grievance shall be answered by the City Manager within thirty (30) calendar days of his/her receipt thereof.
- Step 5. If Step 4 does not settle the grievance, then the matter shall be submitted to mediation through the Public Employment Relations Commission (PERC) and if mediation does not achieve a resolution of the grievance within thirty (30) days after commencement of mediation, then the matter may go to arbitration pursuant to Article VIII. "Commencement of mediation" means the first date upon which a mediation session is initiated.

Section 2. The City will meet with the business manager of the Union or any person or persons duly authorized by the business manager of the Union in reference to any

grievances brought by any employee beginning with Step 3 meetings with the department head.

ARTICLE VIII. ARBITRATION

Section 1. There may be a difference of opinion as to the interpretation of this Agreement and it is the desire of the parties hereto to have these adjusted as quickly and efficiently as possible, and to this end the following rules shall apply:

- A. All disputes between the Light Department and the Union concerning provisions of this Agreement not settled as provided by Article VII of this Agreement, may be disposed of by arbitration in the manner and form hereinafter provided.
- B. Either party may give notice of his/her intention to arbitrate. Notice of intent to arbitrate must be sent in writing to the other party within thirty (30) days of the commencement of mediation as provided in Article VII.1 (Step 5).
- C. An arbitrator may be selected by mutual agreement of the parties. In the event the parties cannot agree on the selection of an arbitrator within ten (10) calendar days, the moving party shall request a list of nine (9) qualified arbiters from the Federal Mediation and Conciliation Service (FMCS).
- D. Upon receipt of such list, selection shall be made by alternate striking with the moving the party striking first which struck second in the previous arbitration.
- E. The arbitrator shall not have the power to amend, modify, alter or subtract from this Agreement or any provision thereof.

Section 2. It is understood by both parties the arbitration hearings will be conducted in as short a time as possible and the Arbitrator shall designate the time and place of the hearing, preferably in Ellensburg, Washington, and shall cause due notice thereof to be given. Each party shall be given the opportunity to appear in person and/or by attorney, to produce witnesses and cross-examine. The Arbitrator shall pass on the admissibility of the evidence. Each of the parties hereto agrees to produce all its books, records or documents or any other material or certified copies thereof, which in the opinion of the Arbitrator is relevant to the issue in dispute.

Section 3. The award of the Arbitrator shall be final and conclusive on the parties hereto. Both parties hereto agree that from the inception of a dispute and pending the selection of the Arbitrator and pending the award of the Arbitrator, the subject matter of the controversy shall not be changed and the status quo shall in all respects be maintained. It is further agreed that each party shall bear the cost of its case presentation and that the cost of the Arbitrator shall be borne equally by the parties hereto.

ARTICLE IX. SICK LEAVE - DISABILITY LEAVE - FUNERAL LEAVE - SEVERANCE PAY

Section 1. All regular employees shall be entitled to sick leave pay at the employee's regular rate when they are incapacitated for the performance of their duties by reason of sickness, injury or when, through exposure to contagious diseases, the presence of the employee on the job would jeopardize the health of others, or for care of a family member identified in the Washington Paid Sick Leave Act, RCW 49.46.210, and providing further that:

(a) Management shall require a doctor's certificate for verification of illness. Such sick leave shall be at the rate of eight (8) hours per month and if not used shall continue to accumulate without limit.

(b) Employees are required to give 10 days' notice of a need to use sick leave, or as early as practicable to do so. If the need for leave is unforeseeable, notice shall be given as soon as possible before the required start of the shift, unless it is not practicable to do so. Another person can provide notice on employee's behalf if impracticable for the employee to do so. When an employee is absent for a period in excess of three (3) consecutive work days, the employee shall obtain and submit a doctor's statement to the Human Resources Department. The employee must provide verification within 10 days of the initial absence.

Section 2. Sick leave benefits shall begin with the first day of absence and continue to the maximum sick leave accumulations. Whenever an employee off duty on paid vacation wishes to charge some of such absence to his/her sick leave account, by reason of an actual disability or illness during that period, the employee must send prompt notice of sickness to his/her supervisor and conform to all requirements pertaining to sick leave. Remaining vacation shall then be deferred.

Section 3. Employees will be notified of their paid sick leave balances each payroll on their paystub/direct deposit statement.

Section 4. Regular and probationary employees hired after August 1, 1987 shall not be entitled to compensation for any unused sick leave. Upon termination of employment, regular and probationary employees who were employed by the City prior to August 1, 1987 shall be entitled to payment for all accrued sick leave, including any accrued sick leave earned during the last two (2) years of employment, upon termination of employment based on one-half (1/2) of accrued sick leave up to a maximum base of one-hundred-twenty (120) days.

Section 5. Any employee covered by this Agreement who is injured while on his or her regular job and, as a result, is unable to return to work shall be compensated by the City in an amount equal to the difference between the employee's regular salary and those monies paid the employee by the State for the first one hundred twenty three (123) working days. If after one hundred twenty three (123) working days the employee remains

absent from work, payment to the employee shall be made through the employee's sick leave, charging one hour of the leave balance for each hour the employee is absent from work, until all accrued sick leave is expended. State time-loss compensation ceases during the time the employee is paid for sick leave by the City. The employee may then either use accumulated vacation leave and bank day leave to extend the time paid by the City causing an extension of benefits also, or be paid a lump sum for such leave, as the employee may determine. The employee is entitled to full payment for vacation leave, in addition to payment from the State for the time lost due to the injury. Once the employee has used accumulated sick leave, and been paid for vacation and bank day balances, no further payments will be made by the City.

Should it be determined by the State Department of Labor and Industries that the employee has a permanent total disability and is unable to perform any future occupation due to the on-the-job injury, and as a result thereof terminate time-loss compensation to the employee, the City shall allow the employee to extend time with the City by charging and being paid for his or her remaining balance of sick leave and vacation leave, one-half day for each working day absent.

Section 6. Employees will be allowed five (5) days off with pay due to serious illness or death in an employee's immediate family. Such time will be deducted from the employee's sick leave account. "Immediate family" includes the following: spouse; Washington State Domestic Partnership domestic partner; parent (including biological, adopted, foster, step, legal guardian, in loco parentis and de facto); child (regardless of age); brother or sister; mother or father-in-law; son or daughter-in-law; grandparent; grandchild; or any relative who lives in the employee's home. An individual is considered a relative whether related by blood, marriage or adoption. With the approval of the immediate supervisor, employees may be granted time off to attend the funeral of another City employee.

Section 7. The parties recognize the application of WAC 296-128 (Washington Paid Sick Leave), WA Paid Family and Medical Leave and the Federal Family and Medical Leave Act of 1993 to this agreement. This recognition does not reduce any additional benefit which may be available to an employee from this Agreement. If there is a difference in the benefits available, an affected employee may take leave as is provided by either State or Federal law or by this Agreement.

Section 8. (Severance Pay) An employee with more than one (1) year's continued service, who is laid off due to lack of work, shall receive one (1) week's severance pay for every year of service.

ARTICLE X. HOLIDAYS

Section 1. Paid holidays shall be as follows:

- | | |
|-----------------------------------|----------------------|
| (1) New Year's Day | (6) Labor Day |
| (2) Martin Luther King's Birthday | (7) Veteran's Day |
| (3) President's Day | (8) Thanksgiving Day |

(4) Memorial Day	(9) Day after Thanksgiving
(5) Independence Day	(10) Christmas Day
	(11) Four (4) Employee Choice Days *

- * Employee may take any regularly scheduled work day providing the day has been requested and approved by his/her supervisor at least two (2) working days in advance of the day chosen.

When one of these recognized holidays falls on a Saturday, the preceding Friday shall be observed as the holiday and when such holiday falls on Sunday, the Monday following shall be observed as the holiday.

ARTICLE XI. VACATION

Section 1. Regular full-time employees shall be entitled to vacation with pay according to the following schedule:

Years of Service	Rate of Accrual Per Month	Working Hours Per Year
During 1 through 3, inclusive	8 hrs	96
During 4 through 8, inclusive	10 hrs	120
During 9 through 13, inclusive	12 hrs	144
During 14 through 18, inclusive	14 hrs	168
During 19 through 24, inclusive	16 hrs	192
25 years and over	20 hrs	240

The "years" of service for determination of vacation accrual of Journey level employees shall be calculated to include up to ten (10) years of service (year for year) if the employee's previous employment over the last ten (10) years meets both of the following requirements:

1. Previous journey level employment was with an electric utility(s) and/or for a contractor(s) serving the electric utility industry.
2. Previous journey level job classification(s) had essentially the same qualifications as the employee's position with the City.

It shall be the responsibility of the employee requesting such vacation accrual to provide, at the City's request, documentation regarding the employee's prior employment and job classification(s).

No vacation or sick leave shall accrue during a leave of absence without pay.

Section 2. Vacation time may be deferred and taken during the subsequent year; provided, however, that such vacation time may not exceed 240 hours. Employees are encouraged, but not required, to take five (5) days of vacation in succession.

Section 3. In addition to regular vacation time, the employer agrees to provide four (4) additional days per year per covered employee in a vacation bank or special vacation account which may be used by the employee at his/her option for vacation leave or to accrue toward early retirement. This leave shall be credited to each covered employee's account immediately following December 31st or upon termination of City employment, provided that these additional vacation days shall be pro-rated for employees who have not worked a full calendar year. Pro-ration shall be calculated as follows:

Days employed in calendar year:	1-90	91-180	181-270	271-365
Additional vacation bank days:	1	2	3	4

ARTICLE XII. LIFE, HEALTH, VEBA AND DISABILITY INSURANCE BENEFITS

The City agrees to pay the full premium cost for \$150,000 of life insurance for each employee, and to pay the full premium cost for long-term disability insurance protection.

The City will make available a short-term disability plan with premiums paid in full by the employees. Based upon the benefit levels in effect as of January 1, 2002, the City shall pay each employee a lump sum payment equal to ninety percent (90%) of the premiums paid by the employee. This payment will be made in December or upon separation from City employment.

The City agrees to provide medical, vision and dental insurance benefits to regular full-time employees and their dependents, equal to that provided for non-union employees, with premiums paid at ninety percent (90%) employer's expense. The employees shall, by payroll deduction, pay that portion of the premiums not paid by the employer.

The City will maintain a VEBA Health Reimbursement Arrangement (HRA) plan and recognize IBEW Local 77 as a collective bargaining group ("Group"); each bargaining unit member shall be a member of the IBEW VEBA Group and will have an individual VEBA account. The Employer will contribute a fixed dollar amount per pay period, predetermined by an annual vote of the Group in December of the prior year; the same amount of wages will be withheld from each employee's wages per pay period to fund this Employer contribution. In addition, at retirement or separation of a Group member, a percentage of the member's accrued bank days and vacation days will be contributed by the Employer into the plan, again predetermined by an annual vote of the employees in December of each year; the member's bank day and vacation balances will be reduced commensurately.

The parties agree to maintain an Insurance Committee, to review our current coverages and also interview other insurance providers, to seek a lower cost to the employer and bargaining unit members with the goal to maintain our current level of benefits.

If the Patient Protection and Affordable Care Act materially affects insurance benefits and/or premium amounts provided by this Article then in effect, the City and the Union shall meet to negotiate the impact(s) on such insurance benefits and premiums so affected.

ARTICLE XIII. RIGHTS OF PARTIES

Subject to the limitations stated in this Agreement, or in any other agreement between the City and the Union, the City retains the exclusive right to operate and manage its business, including (but not limited to) the right to determine the methods and means by which its operations are to be carried on, to direct the work force and to conduct its operations in a safe and effective manner. Nothing herein is intended to diminish the obligation of the City to bargain with the Union nor will this section operate to diminish the rights of any employee or group of employees covered hereby.

ARTICLE XIV. UNION BUSINESS

Section 1. The members of the Union Negotiating Committee, no more than one (1) in number, shall be granted leave from duty without any loss of pay for all meetings between the Employer and the Union for the purpose of negotiating the terms of a contract, when such meetings take place at a time during which any such members are scheduled to be on duty.

Section 2. A bulletin board will be made available to the Union in a convenient location in the Employer's place of business. The Union will consult with management about items to be posted on the bulletin board.

Section 3. The Business Agent of the union shall be allowed admission to the Employer's place of business at any reasonable time during the working hours for the purpose of investigating conditions existing on the job, providing that such Business Agent first obtain permission of the City Manager or his/her delegate.

Section 4. The Union shall have the right to set up its regular shop steward machinery, but no more than one (1) steward shall be selected by the Union to act as steward, and the employee so chosen shall be certified in writing to the Employer. A steward so certified may investigate and discuss grievances with individual members and such investigations will generally take place during City time. However, the appropriate department head will be notified as soon as practicable.

Section 5. Union Leave. An employee elected or appointed to perform business for Local Union No. 77 may take unpaid leave, not to exceed five (5) days per month and twelve (12) days per year.

ARTICLE XV. POSTING PROCEDURE

Any job opening governed by this Agreement known to last over ninety (90) days shall be open for bid except temporary assignments under Article IV. For the purpose of this Article, job openings shall be considered openings created by vacancy or by initiation of a new classification.

The City shall post notices of all job openings as required by this Agreement on the bulletin board at the City Shop and shall furnish the Union with a copy of the same. Such posting shall indicate the probable duration of the job. Vacancies shall be posted for bid for a period of not less than five (5) working days in advance of award. After the closing date, a list of those bidding will be furnished to the Union and the Shop Steward. The City may make temporary assignments to facilitate this procedure. An employee working on temporary assignment will continue to build job seniority in his/her permanent job title. An employee does not sacrifice future bidding rights through failure to exercise his/her bidding rights.

Regular employees qualified to bid may submit a written bid and it shall be the bid applicant's responsibility to provide all information in the bid which he/she feels important to proper consideration of his/her qualifications. A person may bid from one classification to another but first consideration will be given to those employees within the classification in which the job is being bid.

It is the intent of the parties hereto that employees governed by this Agreement may be advanced to the highest job position for which they possess the necessary qualifications considering the factors identified in Article VI, Section 3. It is agreed by the parties hereto that the City retains the right to determine qualifications and to select the person best suited for the position. The newly promoted employee will be on a six (6) month trial period as provided in Article IV, Section 6.

If the City does not receive any qualified bids within the five (5) working days posting period, the City may fill the job by hiring outside or by any other method deemed appropriate.

ARTICLE XVI. TERM OF AGREEMENT AND AMENDING PROCEDURE

Section 1. The term of this agreement shall be from January 1, 2021 through December 31, 2023. Negotiations for renewal of this agreement shall begin with written notification by either party to the other at least sixty (60) days before the termination date of this Agreement.

Section 2. Without giving written notice of termination, this Agreement shall be subject to such changes or modifications as shall be mutually agreed upon by the parties hereto, but such changes or modifications, if made shall not be retroactive. Any changes or amendments to this Agreement shall be in writing and duly executed by the parties hereto.

Section 3. It is the intent of the parties hereto that this contract is closed to further consideration of wages, benefits and conditions of employment during the life of the Agreement except as provided for in Article XVII.

ARTICLE XVII. COMPENSATION SCHEDULE

Section 1. The City will pay employees at least twice monthly. If pay day falls on Saturday or Sunday, the Friday preceding either of these days shall be the pay day. If pay day falls on a holiday, the preceding day shall become pay day. Any errors in an employee's pay shall be corrected on the next pay check, provided said error(s) is reported by the employee at least five (5) business days prior to issuance of the next check. 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.

Section 2. The Wage Schedule, effective January 1, 2021 through December 31, 2023 for employees covered by this Agreement is and shall be as set forth in Exhibit A attached hereto and made part of this Agreement.

Compensation shall be in accordance with the hourly rates set forth in Exhibit A.

Regular full-time employees will receive a one-time lump sum payment in the amount of Two Thousand Dollars and no/100's (\$2,000.00), less applicable payroll taxes. To be able to receive this lump sum payment, the employee must be on the Employer's payroll as a member of the bargaining unit on the Agreement Approval date indicated in Section XVIII. This one-time payment will not become part of the employee's regular wage in future years.

ARTICLE XVIII. AGREEMENT APPROVAL

Section 1. Agreement is approved by the International Brotherhood of Electrical Workers.

Dated this ____ day of _____, 2021.

Business Manager, I.B.E.W.

Mayor

Business Representative, I.B.E.W.

City Manager

I.B.E.W. AGREEMENT

EXHIBIT A

Pay Schedule effective January 1, 2021 through December 31, 2023.

CLASSIFICATION	PERCENTAGE	2020 WAGES	2021 WAGES 3.00%	2022 WAGES 3.00%	2023 WAGES 3.00%
Line Foreperson	114	54.33	55.95	57.63	59.36
Working Foreperson	114	54.33	55.95	57.63	59.36
Serviceperson	107	50.99	52.52	54.09	55.71
Lineperson	100	47.65	49.08	50.55	52.07
Meterperson	100	47.65	49.08	50.55	52.07
Electrician	100	47.65	49.08	50.55	52.07
Equipment Operator	85	40.51	41.72	42.97	44.26
Meterperson's Helper I	60	28.59	29.45	30.33	31.24
Meterperson's Helper II	65	30.97	31.90	32.86	33.84
Meterperson's Helper III	70	33.36	34.36	35.39	36.45
Meterperson's Helper IV	75	35.74	36.81	37.91	39.05
Meterperson's Helper V	80	38.12	39.26	40.44	41.65
Head Groundperson	82.5	39.31	40.49	41.71	42.96
Groundperson I (first six months)*	60	28.59	29.45	30.33	31.24
Groundperson II (through 12 months)	65	30.97	31.90	32.86	33.84
Groundperson III (through 18 months)	70	33.36	34.36	35.39	36.45
Groundperson IV	75	35.74	36.81	37.91	39.05
Apprentice I	75	35.74	36.81	37.91	39.05
Apprentice II	78	37.17	38.28	39.43	40.61
Apprentice III	80	38.12	39.26	40.44	41.65
Apprentice IV	82	39.08	40.25	41.45	42.70
Apprentice V	86	40.98	42.21	43.47	44.78
Apprentice VI	90	42.89	44.17	45.50	46.86

*The Employer has discretion to offer a higher wage to a Groundperson I applicant based on the applicant's previous training and experience.

The rates for Temporary Journeyperson classifications shall be based on the construction rate and construction fringe benefits. The rates for other temporary employees shall be the same as for regular employees plus \$0.50/hr in lieu of benefits.

JANUARY 1, ~~2018~~ 2021 THROUGH DECEMBER 31, ~~2020~~ 2023

**WORKING AGREEMENT BETWEEN
THE CITY OF ELLENSBURG AND
LOCAL #77 OF THE INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS**

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A Working Agreement entered into by and between the City of Ellensburg, Washington, hereinafter called the City, and Local Union #77 of the International Brotherhood of Electrical Workers, hereinafter called the Union.

ARTICLE I. GENERAL CONDITIONS

Section 1. The City and the Union recognize that harmonious relations should be maintained between them and with the public. The City, the Union, and the public have a common and sympathetic interest in the progress of the electrical industry. All will benefit by continuous peace, and by adjusting any differences which may arise by rational, common sense methods.

Section 2. The City is engaged in public service requiring continuous operation and it is agreed that the obligation of continuous service is recognized by the City and its employees who are members of Local Union #77 of the International Brotherhood of Electrical Workers.

Section 3. Union Recognition and Dues. ~~All employees of the City coming under the classification covered by this Agreement shall be required to share in the costs of maintaining and operating the Union as their collective bargaining agency, and in accordance with its rules they shall be members in good standing. This section shall not be construed as denying the City the right to select the employees covered by this Agreement regardless of whether or not such employees are members of the Union, but it is the intent of this Agreement that new employees covered by this Agreement shall become members in good standing of the Union within ninety (90) calendar days after the date of their employment.~~

Section 3.1. Exclusive Representation. The International Brotherhood of Electrical Workers, Local 77 ("Local 77") is the exclusive bargaining representative for all employees performing work covered by this Agreement.

Section 3.2. Membership Rights. All bargaining unit employees can choose whether to become a Union member, an Agency Fee Payer (fair share payer), or a nonmember within thirty-one (31) days following entry into the bargaining unit or within thirty-one (31) days of employment, whichever is later.

Section 3.3. Payment Authorization. Employees who elect union membership will enter a separate dues checkoff agreement to be supplied by Local 77. Employees who elect to be an Agency Fee Payer will enter a separate waiver and consent to payment of such fair share fees.

Section 3.4. Collective Support. Employees understand that dues and/or fees paid to Local 77 are necessary for the maintenance of the bargaining unit, ensuring enforcement of this Agreement, and the financial stability of the union to improve wages and working conditions generally. Unit employees collectively agree that financial support to Local 77 is fair, necessary, and integral to the success of this Agreement.

Section 3.5. Payroll Deduction, Reoccurring Dues, and Initiation Fees. The Employer agrees to make monthly payroll deductions for: (1) initiation fees; (2) regular monthly union membership dues; (3) an assessment; (4) fair share dues from an Agency Fee Payer; and/or (5) any other authorized deduction to a fund established by the Union. The Employer will make these monthly payroll deductions upon receipt of written authorization from the employee on the form supplied by Local 77. The Employer will supply monthly deductions with itemization to include the employee name, social security number/employee identification number, and amount of deduction. This information will be forwarded to Local 77 along with payment each month. The initiation fee, membership dues, assessment, fair share fees, and/or any fund contributions shall be in an amount specified by Local 77.

Section 3.6. Resignation. Any employee desiring to resign union membership with Local 77, to cease serving as an Agency Fee Payer, or otherwise cease payment of monthly deductions must provide a signed, written, notice to Local 77. The Union will establish a prescribed method for receipt of a written resignation. The Employer will not cease authorized monthly deductions until informed by Local 77 that the employee has resigned.

Section 3.7. Employment Information. The Employer agrees to supply Local 77 the names of all "new hires," persons entering the bargaining unit, and/or performing work covered by this Agreement at a regularly established time each month during the calendar year. This list will include the employee name, job classification, residence address, and phone number.

Section 3.8. Access to New Members. The Employer will provide Local 77 access to all newly hired employees and/or persons entering the bargaining unit within thirty (30) to ninety (90) days of such hire or entry into the unit. The Employer will allow Local 77 up to one (1) hour to meet with such newly hired employees and/or workers entering the bargaining unit. The access can occur either during orientation or at a mutually agreed upon time between the Employer and Local 77. Local 77's right to meet with newly hired employees and/or persons entering the bargaining unit shall occur during the employee's normal working hours and at his or her usual worksite or a mutually agreed upon location.

Section 3.9. Notification When Outside Parties Seek Information. The Employer agrees that it will notify Local 77 within fifteen (15) days if it receives a request for information or public records request from a third-party or entity soliciting the names, addresses, personal information, or membership status of unit members. The Employer agrees to provide Local 77 a copy of such written request and/or a brief summary of any oral request. The Employer agrees not to challenge Local 77's standing to assert privacy and/or other objections on unit members' behalf for such third-party requests for information or records.

Section 3.10. Severability. If any provision of this article is deemed legally invalid or unenforceable by judicial decree or legislation, the remaining provisions will remain in full force and effect.

Section 3.11. 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, including reimbursement for any legal fees or expenses incurred in connection with such action. 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.

Section 4. In the interest of good service and proper conduct of its business, the City retains the right to exercise discipline based on just cause. Any employee covered by this Agreement who has been laid off, disciplined, or discharged shall be advised in writing of the reason or reasons for such action and the Union shall also be advised in writing of the reason or reasons for the action taken.

Section 5. Nothing in this Agreement is intended or shall be used to violate any legal public requirement or safety standard. If, during the term of this Agreement, laws become effective which are in conflict with this Agreement, the parties shall amend such conflicting provisions only and all other provisions shall continue in full force and effect.

Section 6. The City agrees to recognize Local Union #77 of the I.B.E.W. as the sole and exclusive collective bargaining agency for all employees of the type and classifications covered by this Agreement.

Section 7. A qualified Journeyperson Lineperson (Inspector) shall be assigned to all underground, overhead and substation projects, or a qualified Journeyperson (Inspector) may be assigned to all substation projects, undertaken by contractors for the City of Ellensburg involving electrical work that could otherwise be performed by Bargaining Unit members if State bid laws did not require the use of contractors. The Inspector will have the authority to stop work for safety violations and/or in any case where continuation of work would lead to eminent safety hazards.

When contractors are not following engineering specifications or standard installation practices and safety is not an issue, the Inspector will inform the contractor that unless the contractor makes changes to comply, he will report the violation of the engineering specifications or standard installation practices to the appropriate supervisor.

Like all other Bargaining Unit work, inspections performed outside of normal work hours will be compensated at the overtime rate. However, it is understood between the parties that overtime is not to be used by the City as a reason not to have the Inspector on the job when critical tasks are being performed. Wire pulls, grounding, backfilling, setting of vaults and making up of elbows are some examples of critical tasks requiring the presence of the Inspector. Laying of conduit and setting of transformers are examples of non-critical tasks. It is the intent of the parties that the City will make the call when the Inspector should be on the job site when non-critical tasks are being performed. However, it is the intent of the parties that inspections of non-critical tasks will take place at appropriate intervals.

Section 8. There shall be no strikes, work stoppages, slow-downs, interruptions, or other

delays of work, of any nature, by bargaining unit employees, nor any lockouts by the City during the life of this agreement. The Union agrees to use its authority with its membership to effect continuous service to the City. Employees covered by this Agreement shall not be required as a condition of employment to pass through a legal picket line recognized by Local #77 of the I.B.E.W. except where there is mutual agreement that a bona fide emergency exists. Nor shall any form of discipline be brought against any employee who shall refuse to pass through such picket lines.

Section 9. Employees covered by this Agreement shall as a condition of employment, live within the corporate limits of the City of Ellensburg or within thirty (30) minutes response time from the Central Service Building when measured by complying with posted speed limits and verified by an online mapping system.

Section 10. (a) Full-time employees covered by this Agreement shall be issued Personal Protective Equipment (PPE) allowance of \$1,200.00 for newly hired employees and \$700.00 annually by January 31 thereafter for items to be ordered through the City's approved clothing website by the City that satisfies the WISHA/OSHA requirements for electrical workers. The purpose of the PPE allowance is for employees to purchase their choice of work shirts, jackets, coats, sweatshirts, vests, pants or any other article clothing to be used for work. PPE covered by this section shall be flame resistant and include, at a minimum, five (5) work shirts (any combination of heavy and light weight), one (1) winter jacket, one (1) lightweight jacket or sweatshirt, one (1) vest, five (5) pairs of pants, one (1) fall arrest system and two (2) sets of coveralls (one heavy and one light or two light), and Newly hired employees shall be issued one (1) set of breathable fire resistant (FR) rain gear. ~~The requirement to provide vests, pants and a fall arrest system shall be effective January 1, 2015. PPE provided by the City which~~ may include City and/or Department logos and an IBEW patch. The IBEW patch shall be no larger than the City or Department logo and will be provided and attached by the employee. The annual PPE allowance shall be added to the employee's clothing allowance account with the City-selected clothing vendor in January each year.

(b) Employees must use City paid-for or provided PPE when required by WISHA/OSHA rules and have it available on the truck or in their city locker when it is not required. At other times the employee may choose whether or not to use the City paid-for or provided PPE. As used herein, "City paid-for PPE" means any PPE purchased by the employee using the PPE allowance under subparagraph (a) above.

(c) PPE will be replaced by the employee as WISHA/OSHA requirements change, and repaired or replaced as they wear out, by use of the employee's annual PPE allowance. FR rain gear shall be repaired or replaced (if damaged beyond repair) by the City as determined by the Operations Supervisor; notwithstanding the foregoing, FR rain gear shall be replaced by the City at least every five (5) years shall determine when PPE needs to be repaired/replaced. Employees shall be responsible for cleaning all PPE. The City shall be responsible for any specialized cleaning/treatments to maintain WISHA/OSHA compliance as applicable.

(d) In addition, the City shall provide an annual boot allowance equal to the Journeyperson rate for all hours ~~worked and allowed~~ compensated, multiplied by one and one-half percent (.015). Such allowance shall be paid only to Forepersons, Servicepersons, Linepersons, Meterpersons, Groundpersons, Apprentices and Electricians in February of each contract year.

(e) Temporary employees, after six (6) months of continuous service, shall be entitled to be issued PPE as provided for in (a) above; provided however, temporary employees are not entitled to a boot allowance.

(f) New employees while on probation shall be eligible to be issued PPE as provided for in (a) above; provided however, new employees must complete their probation before they become eligible to receive the boot allowance. Employees hired after February of any year are not entitled to a boot allowance for that year.

Section 11. The City shall ensure that each lineperson is equipped with one (1) fall arrest system and one (1) set of hooks, belts, and safety straps within thirty (30) days of employment. Hooks, belts and safety straps, and the fall arrest system, shall be replaced as necessary as a result of normal wear and tear. In addition, each lineperson shall be issued a set of personal hand tools. The list of tools shall be agreed upon by mutual agreement of the Union and Management. The list, including hooks, belts, and safety straps, shall indicate the disposition of each item when the employee ceases to work for the City (i.e. Employee keeps or returns item(s) to City). However, linepersons who fail to complete their probationary period shall be required to return to the City all tools and equipment the City provided to the individual. Four (4) pair of leather working gloves per year are to be furnished to the lineperson, apprentice, groundperson, and meterperson by the City after the six (6) month probation period is satisfactorily completed.

Section 12. All linepersons employed shall continue to maintain a Class A Commercial Driver's License in order to be able to fulfill the minimum job requirements. The required physical exam necessary in order to maintain such license may be obtained at a City designated medical facility or as part of the employee's regular physical exam. If the employee chooses to use the City designated medical facility all costs will be paid by the City. If the employee chooses to use their own physician the City will reimburse the employee for any additional costs incurred for the CDL certification that are not paid for by insurance. The Lineperson job description shall include the requirement of a Commercial Driver's License. If a lineperson should lose their CDL for medical or legal reasons they shall have twelve (12) months from the date of loss to regain their CDL or be subject to dismissal.

Section 13. The Union may grieve contracting out of work as described in Article I, if such contracting involves work normally performed by the employees covered by this Agreement, and provided that such contracting is cause for the layoff of employees covered by this Agreement.

Section 14. In the event the duties of a particular classification change due to new technologies or future automation, the individuals within that classification shall be

provided with adequate training to prepare them to carry out those duties while making use of the new technologies.

In the event a classification is added or changed as a result of technology or automation, it is the City's intent that the employee, during the term of this agreement, will continue to be represented by IBEW Local 77. Exceptions: electric meter reads associated with turn-ons and turn-offs and the hanging of door hangers shall be performed by non-IBEW members when the meter route has more than 60% electric ERT meters.

Section 15. The Employer shall adopt and implement requirements and rules concerning drug and alcohol testing, as required by the Department of Transportation for persons possessing Commercial Drivers Licenses.

Section 16. (Successor Clause) In the event the Ellensburg City Council determines it would be in the best interests of the City to sell or otherwise transfer the functions of the Light Division performed by the bargaining unit to another entity, the City agrees it will adhere to the requirements of the state collective bargaining laws and provide IBEW Local 77 notice of the proposed sale or transfer and offer the Union an opportunity to bargain the effects of the sale or transfer. In the event of the reorganization or transfer of the functions of the City Light Division to another City department, the City agrees that any transferred employees, if they continue to perform functions previously performed in the Light Division, will continue during the term of this agreement to be subject to this agreement and representation by IBEW Local 77.

Section 17. Individuals who are placed into the Journey person Line person or Journey person Meter person apprenticeship programs shall have an obligation to work for the City after successfully completing the apprenticeship program and shall sign an agreement with the State Apprenticeship Program City obligating them to carry out the terms of this section. Journey persons who voluntarily leave City employment before completing ~~working at least the same number of months as they were in the City apprenticeship program will be required to repay the City one full year of Journey person employment with the City will repay the City for fifty percent (50%) one hundred percent (100%)~~ of non-wage costs the City incurred on the part of the Journey person 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 Journey person. For example, if an individual spends 36 months as an apprentice and leaves the City after working as a Journey person for 12 months, the individual will be required to repay the City for one-sixth of the non-wage costs the City paid towards the apprentice program (50% x 12 mo/36 mo).~~ If the employee leaves City employment after one year, but before the second full year as a Journey person, the employee will be required to repay seventy-five percent (75%) of non-wage costs the City incurred on the part of the Journey person while the individual was in the apprenticeship program. If the employee leaves City employment after the second year, but before the third full year as a Journey person, the employee will be required to repay fifty percent (50%) of non-wage costs the City incurred on the part of the Journey person while the individual was in the apprenticeship program.

Section 18. The City reserves the right to monitor the use of all City-owned wireless and GPS-enabled devices. The purpose of providing such equipment is to enable employees and supervisors with tools to assist in assigning, dispatching and monitoring the progress of work performed by those employees. Information from these devices may be used like any other evidence in cases involving safety concerns or allegations of employee misconduct but shall not be used for the sole purpose of monitoring employee performance. Such information can be used to confirm or deny specific allegations that could result in employee discipline.

ARTICLE II. WORK WEEK AND WORK DAY

Section 1. The work week shall constitute five (5) days in sequence, Monday through Friday. For purposes of determining the pay period, the work week shall run from 6:00 PM Friday to 6:00 PM Friday.

Section 2. (a) From March through October, the regular work day shall constitute eight (8) hours commencing at 7:00 a.m. and ending at 3:30 p.m. From November through February, the regular work day shall constitute eight (8) hours commencing at 7:30 a.m. and ending at 4:00 p.m. A half hour between 12:00 noon and 1:00 p.m. shall constitute the lunch period. The hours of the crew may be further adjusted by mutual agreement.

(b) At all times there will be at least one lineperson assigned to commence work at 8:00 a.m. and end work at 4:30 p.m. The second employee, if any, assigned to commence work with the lineperson shall be scheduled for at least a 30-day period unless adjustments are required by unforeseeable leave requests. A half hour between 12:00 noon and 1:00 p.m. shall constitute the lunch period. For purposes of this contract, this lineperson(s) shall be referred to as the Late Person. In the event the Late Person calls in sick, a lineperson on the crew may be designated to cover the last hour of the day at the overtime rate, unless notified before the end of his/her shift to cover the Late Person assignment the next day. In such cases, the supervisor will notify a lineperson they must cover the last hour as soon as reasonably practicable after being informed the Late Person is taking sick leave. If the Late Person submits a leave request less than five (5) business days prior to the requested leave, the supervisor will notify a lineperson by the next day they must cover Late Person's scheduled shift(s) during the leave day(s) being taken by the Late Person.

(c) Either party has the right to terminate an alternate work day agreed to under subsection 2(b), and return to the regular work day provided in subsection 2(a), upon giving the other party five (5) business days' prior notice.

(d) The Meterperson may work either a regular or alternate work day; provided however, the Meterperson shall give the Operations Supervisor five (5) business days' notice prior to changing from one type of work day to the other; and provided further, the City retains the right to return the Meterperson to the regular work day provided in subsection 2(a), upon giving the Meterperson five (5) business days' prior notice.

(e) An “adjusted” work day provided for in this Section 2 shall constitute a regular work day for all other purposes in this Agreement.

Section 3. ~~Employees covered by this Agreement assure that a minimum of one (1) qualified worker shall be available to respond to any trouble calls during hours not covered by regular shifts. A mutually satisfactory check out system shall be prepared by the City to insure availability for response to trouble calls not covered by regular shifts. A log shall be kept to track the time it takes for an employee to acknowledge a trouble call. If twice in six months or three times in a twelve month period it takes more than 30 minutes to find an employee to respond to a trouble call, an on-call~~ A standby system shall be established by the City with an employee carrying a City provided cell phone and taking a City Light vehicle home for use on call-outs. The on-call employee assigned to carry the cell phone shall be compensated at the rate of ten (10) hours of pay for each week of on-call duty plus two (2) hours of pay for any of the ten (10) listed holidays occurring during the time the employee is so assigned. On-call compensation can be taken as cash or converted to a bank day.

(a) Standby time shall mean that period of time between 8:00 a.m. Tuesday through 8:00 a.m. of the following Tuesday when a qualified employee is not on regularly scheduled work hours but is required to be immediately available for performance of emergency work.

(b) Standby time shall be equally rotated among all 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.

(c) 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 subsection (c) above.

(d) 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.

(e) An employee scheduled to serve on standby on a specific date may be excused for compassionate reasons providing a twenty-four (24) hour notice in advance of the scheduled standby is given to the employee’s immediate supervisor and provided further that a suitable replacement is obtained.

Section 4. The established headquarters for the City of Ellensburg Light Division shall be at the Central Service Building for all of the employees covered by this Agreement.

Section 5. Employees shall record their time to the nearest quarter hour.

ARTICLE III. OVERTIME, CALL TIME, SHOW TIME, MEAL TIME, RELIEF TIME

Section 1. Employees covered by this section shall be allowed overtime at the rate of double time for all the time worked other than the regular hours, overtime to begin when the employees leave their home for work and end when they return to the place from where they were called.

Section 2. Compensatory Time. (a) Employees may accrue compensatory time off (comp time) in lieu of overtime compensation. Comp time can be taken in lieu of paid overtime on the basis of two (2) hours off for each hour of overtime worked; provided, comp time may only accrue to the maximum limit of forty (40) compensatory hours total in a calendar year.

(b) Employees will be allowed to use accrued compensatory time off by mutual agreement with their supervisor.

(c) When taken, compensatory time will be paid at the employee's regular hourly rate.

Section 3. Employees relieved from duty the first half of the day shall receive not less than one-half day's pay. If relieved after having been on duty more than one-half day, they shall receive a full day's pay, unless relieved at their own request on account of weather conditions.

Section 4. Employees shall be compensated for not less than two (2) hours of work each time they are called out from their homes other than regular working hours. They shall be paid the overtime rate (double time) for such work from the time they leave their home until the time they return home, except no pay shall be allowed while the employee is eating or sleeping. If employees are notified before leaving their regular daily work to report for duty after regular working hours, they shall be paid only from the time they report to headquarters until the time they return to headquarters, but in no event shall they be paid for less than two (2) hours of work, compensated at the overtime rate.

Section 5. Employees who work four (4) hours or more during the eight (8) hour period immediately prior to the beginning of their regular shift, or have worked more than sixteen (16) consecutive hours, shall either continue at the overtime rate (except intermission for meals) or be relieved from duty for not less than eight (8) consecutive hours rest. The rest period shall begin immediately following completion of the overtime work. Returning to work after this eight (8) hour rest period shall be required unless otherwise directed by the Supervisor. In the event of a call-out or scheduled overtime work, when all or part of the employee's eight (8) hour rest period extends into the employee's regular shift, the employee will receive pay at the straight-time rate for the regular shift. The employee will not be called back to work with less than ~~four (4)~~ three and one-half (3½) hours remaining of the work day unless ~~needed~~ otherwise directed by the employee's supervisor, when an emergency exists or when the person is needed to fill a crew component so the crew work can continue. The employee will be paid at the straight time rate for the rest period that is concurrent with a regular work period. The employee may choose to use vacation

or lose straight time as a result of taking leave after the required rest period.

Section 6. Employees called out for duty less than four (4) hours before the beginning of the regular working hours shall be paid at the rate of double time (except the intermission for meals) from the time they leave their home until the beginning of the regular working hours, provided that employees called out one hour or less before the beginning of their regular shift shall not receive the call out guarantee set forth in Section 3 above. Regular hours following shall be at straight time.

Section 7. When employees are ordered to report to work for a regular shift but it is mutually agreed before the beginning of such shift that weather conditions are such that the employees cannot work, they shall receive one (1) hour's pay; provided, however, that during cases of emergency, crews may be ordered to work regardless of weather conditions.

The City recognizes during extreme weather conditions that employees will not be required to do hazardous work on live wires except in case of emergency.

Section 8. The City shall assign overtime within a classification as equally as possible. When a crew is required to work overtime to complete its assigned project, the crew on the project will receive the overtime. When a crew is required to work scheduled overtime, the foreperson normally assigned to the project will work, with the rest of the crew to be assigned by classification according to the overtime schedule. A record of overtime assignments shall be kept and posted on the bulletin board every thirty (30) days.

Section 9. When working on overtime work after the regular workday or when called out to work at night, Saturdays, Sundays or holidays, the City will provide or pay employees for meals unless the employee returns to headquarters on or before mealtime. Meal times will be 6:30 am, 12:00 noon, 6:00 pm and 12:00 midnight. Meal allowance shall be equal to one-half (1/2) of the hourly Journeyperson wage rate and will be paid whether or not the meal is eaten.

Section 10. Employees will be allowed thirty (30) minutes of rest period per day. Such time may be taken in the form of 15 minute breaks in the mid-morning and mid-afternoon at the job site or at the Central Service Facility Building, or one thirty (30) minute break at the discretion of the employees of the bargaining unit either mid-morning or mid-afternoon.

If a thirty (30) minute break is taken, it shall be taken at the Central Service Facility Building 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.

Section 11. Employees who are required to continue working after their regular shift shall receive overtime pay for all hours worked until they return to headquarters.

ARTICLE IV. TRANSFERS - PROMOTIONS - CLASSIFICATION CHANGE

Section 1. An employee placed on temporary assignment to a higher classification shall receive the prevailing rate of pay for the higher classification during the time so assigned; provided, the employee must work at least one (1) hour on the assignment to the higher classification to qualify for the higher classification pay.

Section 2. Whenever crews are combined temporarily so that the combined crews total more than four employees and involve more than one Foreperson, the senior Foreperson shall then supervise.

Section 3. When three (3) or more employees, two of whom are Journey level, are working on one specific job, one employee shall be rated as Foreperson.

Section 4. When two (2) employees, one of whom is a Journey level, are working together, one employee shall be rated as Serviceperson and paid the applicable rate. If the bid Serviceperson is one of the employees working together, the bid Serviceperson will be the only employee paid the applicable rate.

Section 5. Employees of the City other than members of the I.B.E.W. who perform work customarily performed by members of the I.B.E.W. Union shall be assigned to the Light Division for that period of time and paid at the applicable rate.

Section 6. An employee who bids or is promoted into a position new to the employee will be provided a trial period of six (6) months from the effective date of the promotion. In the event an employee does not successfully complete a promotion trial period, the employee will be reassigned to the employee's former position. If such reassignment results in bumping a new employee still in their trial period, the "bumped" employee will be placed on a reinstatement list for their position or classification for twelve (12) months.

ARTICLE V. SAFETY RULES

Section 1. The Electrical Workers Safety Rules, as promulgated by the Department of Labor and Industries of the State of Washington, and as amended from time to time, are hereby adopted and incorporated as part of these rules and regulations, as if fully set forth herein. If the Washington State Safety Code does not cover a condition, the National Safety Code will be adhered to.

Section 2. On inspection of substation equipment of over 600 volts, no work on the equipment shall be done unless two (2) qualified employees are present.

ARTICLE VI. SENIORITY RULES

Section 1. The following seniority rules shall apply separately to each classification. When it is found necessary to add new classifications to this Agreement, the City and the

Union shall meet to negotiate wages and conditions for said new classification.

Section 2. Seniority in each classification shall be determined by length of service in each classification.

Section 3. It is understood and agreed that in all cases of promotion, the following factors shall be considered and where factor (1) is relatively equal, factor (2) shall govern; and where factors (1) and (2) are equal, factor (3) shall be used:

- (1) Knowledge, training, ability, physical fitness.
- (2) Length of department service in classification.
- (3) Length of continuous service with the department.
- (4) Responsiveness to call-outs.

In cases where two or more employees start to work on the same day, the date of application for employment shall establish priority of position on the seniority list.

Section 4. The first six (6) months of employment shall constitute a trial period, which may be extended by mutual consent 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. After the first six (6) months of employment, all names must appear on seniority lists as of the first date of employment.

Section 5. A seniority list shall be made and posted annually beginning with the first day of this Agreement. The list shall show length of service:

1. Continuous service with the Department.
2. Service in present classification.

Section 6. The foreperson junior in seniority in classification shall be classified as a working foreperson. A working foreperson is a supervising employee who: (a) is in direct charge of a job; (b) is qualified as a journey level lineperson; and (c) works with the employees under his/her supervision. A working foreperson may be required to handle tools and do that class of work required of a Journey level employee. A working foreperson may supervise no more than one lineperson and two other employees.

ARTICLE VII. GRIEVANCE PROCEDURE

Section 1. Any grievance which may arise shall be resolved by the following procedure:

- Step 1. An employee having a concern which the employee feels could be a grievance shall bring up the matter with the Shop Steward or his/her designee within ten (10) working days of the concern giving rise to the grievance becoming known or should have been known to the employee, or it shall be deemed waived.

- Step 2. Once the incident is known to the Shop Steward, he/she shall have ten (10) working days to investigate and bring the matter to the supervisor (who is outside the bargaining unit).
- Step 3. In the event the grievance is not settled satisfactorily by the above procedure within ten (10) working days from when it is brought to the supervisor's attention, the grievance shall then be taken to the department head in writing and include the specific section(s) of this Agreement allegedly violated and the remedy being sought and the same will be answered within ten (10) working days of the receipt thereof.
- Step 4. If Step 3 does not settle the grievance to the satisfaction of the Union, then the matter shall be submitted to the City Manager for review and decision, and such grievance shall be answered by the City Manager within thirty (30) calendar days of his/her receipt thereof.
- Step 5. If Step 4 does not settle the grievance, then the matter shall be submitted to mediation through the Public Employment Relations Commission (PERC) and if mediation does not achieve a resolution of the grievance within thirty (30) days after commencement of mediation, then the matter may go to arbitration pursuant to Article VIII. "Commencement of mediation" means the first date upon which a mediation session is initiated.

Section 2. The City will meet with the business manager of the Union or any person or persons duly authorized by the business manager of the Union in reference to any grievances brought by any employee beginning with Step 3 meetings with the department head.

ARTICLE VIII. ARBITRATION

Section 1. There may be a difference of opinion as to the interpretation of this Agreement and it is the desire of the parties hereto to have these adjusted as quickly and efficiently as possible, and to this end the following rules shall apply:

- A. All disputes between the Light Department and the Union concerning provisions of this Agreement not settled as provided by Article VII of this Agreement, may be disposed of by arbitration in the manner and form hereinafter provided.
- B. Either party may give notice of his/her intention to arbitrate. Notice of intent to arbitrate must be sent in writing to the other party within thirty (30) days of the commencement of mediation as provided in Article VII.1 (Step 5).
- C. An arbitrator may be selected by mutual agreement of the parties. In the

event the parties cannot agree on the selection of an arbitrator within ten (10) calendar days, the moving party shall request a list of nine (9) qualified arbiters from the Federal Mediation and Conciliation Service (FMCS).

- D. Upon receipt of such list, selection shall be made by alternate striking with the moving the party striking first which struck second in the previous arbitration.
- E. The arbitrator shall not have the power to amend, modify, alter or subtract from this Agreement or any provision thereof.

Section 2. It is understood by both parties the arbitration hearings will be conducted in as short a time as possible and the Arbitrator shall designate the time and place of the hearing, preferably in Ellensburg, Washington, and shall cause due notice thereof to be given. Each party shall be given the opportunity to appear in person and/or by attorney, to produce witnesses and cross-examine. The Arbitrator shall pass on the admissibility of the evidence. Each of the parties hereto agrees to produce all its books, records or documents or any other material or certified copies thereof, which in the opinion of the Arbitrator is relevant to the issue in dispute.

Section 3. The award of the Arbitrator shall be final and conclusive on the parties hereto. Both parties hereto agree that from the inception of a dispute and pending the selection of the Arbitrator and pending the award of the Arbitrator, the subject matter of the controversy shall not be changed and the status quo shall in all respects be maintained. It is further agreed that each party shall bear the cost of its case presentation and that the cost of the Arbitrator shall be borne equally by the parties hereto.

ARTICLE IX. SICK LEAVE - DISABILITY LEAVE - FUNERAL LEAVE - SEVERANCE PAY

Section 1. All regular employees shall be entitled to sick leave pay at the employee's regular rate when they are incapacitated for the performance of their duties by reason of sickness, injury or when, through exposure to contagious diseases, the presence of the employee on the job would jeopardize the health of others, or for care of a family member identified in the Washington Paid Sick Leave Act, RCW 49.46.210, and providing further that:

(a) Management shall require a doctor's certificate for verification of illness. Such sick leave shall be at the rate of eight (8) hours per month and if not used shall continue to accumulate without limit.

(b) Employees are required to give 10 days' notice of a need to use sick leave, or as early as practicable to do so. If the need for leave is unforeseeable, notice shall be given as soon as possible before the required start of the shift, unless it is not practicable to do so. Another person can provide notice on employee's behalf if impracticable for the employee to do so. When an employee is absent for a period in excess of three (3) consecutive

work days, the employee shall obtain and submit a doctor's statement to the Human Resources Department. The employee must provide verification within 10 days of the initial absence.

Section 2. Sick leave benefits shall begin with the first day of absence and continue to the maximum sick leave accumulations. Whenever an employee off duty on paid vacation wishes to charge some of such absence to his/her sick leave account, by reason of an actual disability or illness during that period, the employee must send prompt notice of sickness to his/her supervisor and conform to all requirements pertaining to sick leave. Remaining vacation shall then be deferred.

Section 3. Employees will be notified of their paid sick leave balances each payroll on their paystub/direct deposit statement.

Section 4. Regular and probationary employees hired after August 1, 1987 shall not be entitled to compensation for any unused sick leave. Upon termination of employment, regular and probationary employees who were employed by the City prior to August 1, 1987 shall be entitled to payment for all accrued sick leave, including any accrued sick leave earned during the last two (2) years of employment, upon termination of employment based on one-half (1/2) of accrued sick leave up to a maximum base of one-hundred-twenty (120) days.

Section 5. Any employee covered by this Agreement who is injured while on his or her regular job and, as a result, is unable to return to work shall be compensated by the City in an amount equal to the difference between the employee's regular salary and those monies paid the employee by the State for the first one hundred twenty three (123) working days. If after one hundred twenty three (123) working days the employee remains absent from work, payment to the employee shall be made through the employee's sick leave, charging one hour of the leave balance for each hour the employee is absent from work, until all accrued sick leave is expended. State time-loss compensation ceases during the time the employee is paid for sick leave by the City. The employee may then either use accumulated vacation leave and bank day leave to extend the time paid by the City causing an extension of benefits also, or be paid a lump sum for such leave, as the employee may determine. The employee is entitled to full payment for vacation leave, in addition to payment from the State for the time lost due to the injury. Once the employee has used accumulated sick leave, and been paid for vacation and bank day balances, no further payments will be made by the City.

Should it be determined by the State Department of Labor and Industries that the employee has a permanent total disability and is unable to perform any future occupation due to the on-the-job injury, and as a result thereof terminate time-loss compensation to the employee, the City shall allow the employee to extend time with the City by charging and being paid for his or her remaining balance of sick leave and vacation leave, one-half day for each working day absent.

Section 6. Employees will be allowed five (5) days off with pay due to serious illness or

death in an employee's immediate family. Such time will be deducted from the employee's sick leave account. ~~Immediate family shall be defined as spouse, parents, spouse's parents, brothers and sisters, spouse's brothers and sisters, or any other relationship where the covered employee or his/her spouse have a legal guardian responsibility for a designated individual.~~ "Immediate family" includes the following: spouse; Washington State Domestic Partnership domestic partner; parent (including biological, adopted, foster, step, legal guardian, in loco parentis and de facto); child (regardless of age); brother or sister; mother or father-in-law; son or daughter-in-law; grandparent; grandchild; or any relative who lives in the employee's home. An individual is considered a relative whether related by blood, marriage or adoption. With the approval of the immediate supervisor, employees may be granted time off to attend the funeral of another City employee.

Section 7. The parties recognize the application of ~~Title 49.78 RCW (Washington Family Leave Act)~~, WAC 296-128 (Washington Paid Sick Leave) WA Paid Family and Medical Leave and the Federal Family and Medical Leave Act of 1993 to this agreement. This recognition does not reduce any additional benefit which may be available to an employee from this Agreement. If there is a difference in the benefits available, an affected employee may take leave as is provided by either State or Federal law or by this Agreement.

Section 8. (Severance Pay) An employee with more than one (1) year's continued service, who is laid off due to lack of work, shall receive one (1) week's severance pay for every year of service.

ARTICLE X. HOLIDAYS

Section 1. Paid holidays shall be as follows:

- | | |
|-----------------------------------|--------------------------------------|
| (1) New Year's Day | (6) Labor Day |
| (2) Martin Luther King's Birthday | (7) Veteran's Day |
| (3) President's Day | (8) Thanksgiving Day |
| (4) Memorial Day | (9) Day after Thanksgiving |
| (5) Independence Day | (10) Christmas Day |
| | (11) Four (4) Employee Choice Days * |

- * Employee may take any regularly scheduled work day providing the day has been requested and approved by his/her supervisor at least two (2) working days in advance of the day chosen.

When one of these recognized holidays falls on a Saturday, the preceding Friday shall be observed as the holiday and when such holiday falls on Sunday, the Monday following shall be observed as the holiday.

ARTICLE XI. VACATION

Section 1. Regular full-time employees shall be entitled to vacation with pay according to the following schedule:

Years of Service	Rate of Accrual Per Month	Working Hours Per Year
During 1 through 3, inclusive	8 hrs	96
During 4 through 8, inclusive	10 hrs	120
During 9 through 13, inclusive	12 hrs	144
During 14 through 18, inclusive	14 hrs	168
During 19 through 24, inclusive	16 hrs	192
25 years and over	20 hrs	240

The “years” of service for determination of vacation accrual of Journey level employees shall be calculated to include up to ten (10) years of service (year for year) if the employee’s previous employment over the last ten (10) years meets both of the following requirements:

1. Previous journey level employment was with an electric utility(s) and/or for a contractor(s) serving the electric utility industry.
2. Previous journey level job classification(s) had essentially the same qualifications as the employee’s position with the City.

It shall be the responsibility of the employee requesting such vacation accrual to provide, at the City’s request, documentation regarding the employee’s prior employment and job classification(s).

No vacation or sick leave shall accrue during a leave of absence without pay.

Section 2. Vacation time may be deferred and taken during the subsequent year; provided, however, that such vacation time may not exceed ~~thirty (30) work days~~ 240 hours ~~and provided further, that one-half (1/2) of all vacation time shall be taken within one (1) year from date of accrual.~~ Employees are encouraged, but not required, to take five (5) days of vacation in succession.

Section 3. In addition to regular vacation time, the employer agrees to provide four (4) additional days per year per covered employee in a vacation bank or special vacation account which may be used by the employee at his/her option for vacation leave or to accrue toward early retirement. This leave shall be credited to each covered employee's account immediately following December 31st or upon termination of City employment, provided that these additional vacation days shall be pro-rated for employees who have not worked a full calendar year. Pro-ration shall be calculated as follows:

Days employed in calendar year:	1-90	91-180	181-270	271-365
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Additional vacation bank days: 1 2 3 4

ARTICLE XII. LIFE, HEALTH, VEBA AND DISABILITY INSURANCE BENEFITS

The City agrees to pay the full premium cost for \$150,000 of life insurance for each employee, and to pay the full premium cost for long-term disability insurance protection.

The City will make available a short-term disability plan with premiums paid in full by the employees. Based upon the benefit levels in effect as of January 1, 2002, the City shall pay each employee a lump sum payment equal to ninety percent (90%) of the premiums paid by the employee. This payment will be made in December or upon separation from City employment.

The City agrees to provide medical, vision and dental insurance benefits to regular full-time employees and their dependents, equal to that provided for non-union employees, with premiums paid at ninety percent (90%) employer's expense. The employees shall, by payroll deduction, pay that portion of the premiums not paid by the employer.

The City will maintain a VEBA Health Reimbursement Arrangement (HRA) plan and recognize IBEW Local 77 as a collective bargaining group ("Group"); each bargaining unit member shall be a member of the IBEW VEBA Group and will have an individual VEBA account. The Employer will contribute a fixed dollar amount per pay period, predetermined by an annual vote of the Group in December of the prior year; the same amount of wages will be withheld from each employee's wages per pay period to fund this Employer contribution. In addition, at retirement or separation of a Group member, a percentage of the member's accrued bank days and vacation days will be contributed by the Employer into the plan, again predetermined by an annual vote of the employees in December of each year; the member's bank day and vacation balances will be reduced commensurately.

The parties agree to maintain an Insurance Committee, to review our current coverages and also interview other insurance providers, to seek a lower cost to the employer and bargaining unit members with the goal to maintain our current level of benefits.

If the Patient Protection and Affordable Care Act materially affects insurance benefits and/or premium amounts provided by this Article then in effect, the City and the Union shall meet to negotiate the impact(s) on such insurance benefits and premiums so affected.

ARTICLE XIII. RIGHTS OF PARTIES

Subject to the limitations stated in this Agreement, or in any other agreement between the City and the Union, the City retains the exclusive right to operate and manage its business, including (but not limited to) the right to determine the methods and means by which its operations are to be carried on, to direct the work force and to conduct its operations in a safe and effective manner. Nothing herein is intended to diminish the

obligation of the City to bargain with the Union nor will this section operate to diminish the rights of any employee or group of employees covered hereby.

ARTICLE XIV. UNION BUSINESS

Section 1. The members of the Union Negotiating Committee, no more than one (1) in number, shall be granted leave from duty without any loss of pay for all meetings between the Employer and the Union for the purpose of negotiating the terms of a contract, when such meetings take place at a time during which any such members are scheduled to be on duty.

Section 2. A bulletin board will be made available to the Union in a convenient location in the Employer's place of business. The Union will consult with management about items to be posted on the bulletin board.

Section 3. The Business Agent of the union shall be allowed admission to the Employer's place of business at any reasonable time during the working hours for the purpose of investigating conditions existing on the job, providing that such Business Agent first obtain permission of the City Manager or his/her delegate.

Section 4. The Union shall have the right to set up its regular shop steward machinery, but no more than one (1) steward shall be selected by the Union to act as steward, and the employee so chosen shall be certified in writing to the Employer. A steward so certified may investigate and discuss grievances with individual members and such investigations will generally take place during City time. However, the appropriate department head will be notified as soon as practicable.

Section 5. Union Leave. An employee elected or appointed to perform business for Local Union No. 77 may take unpaid leave, not to exceed five (5) days per month and twelve (12) days per year.

ARTICLE XV. POSTING PROCEDURE

Any job opening governed by this Agreement known to last over ninety (90) days shall be open for bid except temporary assignments under Article IV. For the purpose of this Article, job openings shall be considered openings created by vacancy or by initiation of a new classification.

The City shall post notices of all job openings as required by this Agreement on the bulletin board at the City Shop and shall furnish the Union with a copy of the same. Such posting shall indicate the probable duration of the job. Vacancies shall be posted for bid for a period of not less than five (5) working days in advance of award. After the closing date, a list of those bidding will be furnished to the Union and the Shop Steward. The City may make temporary assignments to facilitate this procedure. An employee working on temporary assignment will continue to build job seniority in his/her permanent job title. An employee does not sacrifice future bidding rights through failure to exercise his/her

bidding rights.

Regular employees qualified to bid may submit a written bid and it shall be the bid applicant's responsibility to provide all information in the bid which he/she feels important to proper consideration of his/her qualifications. A person may bid from one classification to another but first consideration will be given to those employees within the classification in which the job is being bid.

It is the intent of the parties hereto that employees governed by this Agreement may be advanced to the highest job position for which they possess the necessary qualifications considering the factors identified in Article VI, Section 3. It is agreed by the parties hereto that the City retains the right to determine qualifications and to select the person best suited for the position. The newly promoted employee will be on a six (6) month trial period as provided in Article IV, Section 6.

If the City does not receive any qualified bids within the five (5) working days posting period, the City may fill the job by hiring outside or by any other method deemed appropriate.

ARTICLE XVI. TERM OF AGREEMENT AND AMENDING PROCEDURE

Section 1. The term of this agreement shall be from January 1, ~~2018~~ 2021 through December 31, ~~2020~~ 2023. Negotiations for renewal of this agreement shall begin with written notification by either party to the other at least sixty (60) days before the termination date of this Agreement.

Section 2. Without giving written notice of termination, this Agreement shall be subject to such changes or modifications as shall be mutually agreed upon by the parties hereto, but such changes or modifications, if made shall not be retroactive. Any changes or amendments to this Agreement shall be in writing and duly executed by the parties hereto.

Section 3. It is the intent of the parties hereto that this contract is closed to further consideration of wages, benefits and conditions of employment during the life of the Agreement except as provided for in Article XVII.

ARTICLE XVII. COMPENSATION SCHEDULE

Section 1. The City will pay employees at least twice monthly. If pay day falls on Saturday or Sunday, the Friday preceding either of these days shall be the pay day. If pay day falls on a holiday, the preceding day shall become pay day. Any errors in an employee's pay shall be corrected on the next pay check, provided said error(s) is reported by the employee at least five (5) business days prior to issuance of the next check. 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.

Section 2. The Wage Schedule, effective January 1, ~~2018~~ 2021 through December 31,

~~2020~~ 2023 for employees covered by this Agreement is and shall be as set forth in Exhibit A attached hereto and made part of this Agreement.

Compensation shall be in accordance with the hourly rates set forth in Exhibit A.

Regular full-time employees will receive a one-time lump sum payment in the amount of Two Thousand Dollars and no/100's (\$2,000.00), less applicable payroll taxes. To be able to receive this lump sum payment, the employee must be on the Employer's payroll as a member of the bargaining unit on the Agreement Approval date indicated in Section XVIII. This one-time payment will not become part of the employee's regular wage in future years.

ARTICLE XVIII. AGREEMENT APPROVAL

Section 1. Agreement is approved by the International Brotherhood of Electrical Workers.

Dated this ____ day of ~~December~~ _____, ~~2017~~ 2021.

Business Manager, I.B.E.W.

Mayor

Business Representative, I.B.E.W.

City Manager

I.B.E.W. AGREEMENT

EXHIBIT A

Pay Schedule effective January 1, ~~2018~~ 2021 through December 31, ~~2020~~ 2023.

CLASSIFICATION	PERCENTAGE	2020 WAGES	<u>2021 WAGES</u> <u>3.00%</u>	<u>2022 WAGES</u> <u>3.00%</u>	<u>2023 WAGES</u> <u>3.00%</u>
Line Foreperson	114	54.33	<u>55.95</u>	<u>57.63</u>	<u>59.36</u>
Working Foreperson	114	54.33	<u>55.95</u>	<u>57.63</u>	<u>59.36</u>
Serviceperson	107	50.99	<u>52.52</u>	<u>54.09</u>	<u>55.71</u>
Lineperson	100	47.65	<u>49.08</u>	<u>50.55</u>	<u>52.07</u>
Meterperson	100	47.65	<u>49.08</u>	<u>50.55</u>	<u>52.07</u>
Electrician	100	47.65	<u>49.08</u>	<u>50.55</u>	<u>52.07</u>
Equipment Operator	85	40.51	<u>41.72</u>	<u>42.97</u>	<u>44.26</u>
Meterperson's Helper I	60	28.59	<u>29.45</u>	<u>30.33</u>	<u>31.24</u>
Meterperson's Helper II	65	30.97	<u>31.90</u>	<u>32.86</u>	<u>33.84</u>
Meterperson's Helper III	70	33.36	<u>34.36</u>	<u>35.39</u>	<u>36.45</u>
Meterperson's Helper IV	75	35.74	<u>36.81</u>	<u>37.91</u>	<u>39.05</u>
Meterperson's Helper V	80	38.12	<u>39.26</u>	<u>40.44</u>	<u>41.65</u>
Head Groundperson	82.5	39.31	<u>40.49</u>	<u>41.71</u>	<u>42.96</u>
Groundperson I (first six months)*	60	28.59	<u>29.45</u>	<u>30.33</u>	<u>31.24</u>
Groundperson II (through 12 months)	65	30.97	<u>31.90</u>	<u>32.86</u>	<u>33.84</u>
Groundperson III (through 18 months)	70	33.36	<u>34.36</u>	<u>35.39</u>	<u>36.45</u>
Groundperson IV	75	35.74	<u>36.81</u>	<u>37.91</u>	<u>39.05</u>
Apprentice I	75	35.74	<u>36.81</u>	<u>37.91</u>	<u>39.05</u>
Apprentice II	78	37.17	<u>38.28</u>	<u>39.43</u>	<u>40.61</u>
Apprentice III	80	38.12	<u>39.26</u>	<u>40.44</u>	<u>41.65</u>
Apprentice IV	82	39.08	<u>40.25</u>	<u>41.45</u>	<u>42.70</u>
Apprentice V	86	40.98	<u>42.21</u>	<u>43.47</u>	<u>44.78</u>
Apprentice VI	90	42.89	<u>44.17</u>	<u>45.50</u>	<u>46.86</u>

*The Employer has discretion to offer a higher wage to a Groundperson I applicant based on the applicant's previous training and experience.

The rates for Temporary Journeyperson classifications shall be based on the construction rate and construction fringe benefits. The rates for other temporary employees shall be the same as for regular employees plus \$0.50/hr in lieu of benefits.



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: April 19, 2021

Item Title/Agenda Subject: Re-submittal of the Interlocal Agreement (ILA) with the Kittitas County Flood Control Zone District (KCFCZD).

Submitted by: Jon Morrow Public Works & Utilities

Recommended Action or Motion: Authorize the City Manager to re-sign the agreement and approve the necessary budget adjustments.

Background/Summary: The KCFCZD has pledged one million dollars towards the Reecer Creek flood management project to assist with design and construction. The Board of County Commissioners (BOCC) raised the tax levee to increase the KCFCZD budget to help pay for the City's project.

The ILA will reimburse the City for the work Aspect Engineering is conducting to certify the levee with FEMA. There was an original Professional Services Agreement dated February 13, 2020 for \$15,000. Amendment #1 to the original contract was approved on July 6, 2020 for the amount of \$15,000. Amendment #2 dated January 4, 2021 was for \$81,637. All three total \$111,637, which matches the ILA amount. The original contract and amendment #1 did not go through Council approval for authorization. Amendment #2 did go before Council authorization because of the amount. Accidentally, only amendment #1 was attached as exhibit A in the agenda report for the March 1, 2021 Council meeting. However, all three should have been included, and they are now attached as exhibit A in this agenda report for re-authorization.

Future amendments to this ILA will occur on an as needed basis to help fund the project.

Previous Council Action: Council already approved and authorized the ILA with the wrong attachments (Exhibit A) at their March 1, 2021 meeting. All three agreements needed to be attached, for a total of \$111,637 on the ILA as (Exhibit A revised).

Analysis: Funds committed by the County will be used for design and

construction services on an as needed basis, thus requiring future amendments to this ILA.

Financial Impact:

This ILA reimburses the Stormwater Utility \$111,637.00 for the work Aspect Engineering is providing the City. The entire KCFCZD contribution is included in the adopted 2021 Arterial Street Fund budget, and the balance of the ILA funds are anticipated to reimburse project costs in that fund. A budget adjustment is necessary to move revenue for this first reimbursement to the Stormwater budget. The Arterial Street Fund has adequate resources to accommodate the shift to ILA funding and maintain projected ending fund balance within the policy threshold. The balance remaining on the County's commitment is \$888,363.00 after reimbursement.

Attachments:

[Aspect Consulting Agreement](#)

[Amendment 1 to Aspect Consulting Agreement](#)

[Amendment 2 to Aspect Agreement](#)

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

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

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

1. RECITALS.

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

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

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

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

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

2. SCOPE OF WORK.

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

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

Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

5. MAXIMUM COMPENSATION.

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

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

6. RELATIONSHIP OF PARTIES.

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

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

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

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

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

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

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

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

10. SUBCONTRACTING.

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

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

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

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

11. SUPERVISION, INSPECTION AND PERFORMANCE.

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

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

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

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

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

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

14. TERMINATION.

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

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

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

15. INDEMNIFICATION/HOLD HARMLESS.

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

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

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

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

16. INSURANCE.

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

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

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

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

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

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

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

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

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

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

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

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

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

and shall not contribute with it.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit A – Scope of Work

Exhibit B – Schedule for the Work

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

Exhibit D – Budget for Each Task

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

CONSULTANT:

By: 

Printed Name: **John Knutson, PE**

Title: **Principal Water Resources Engineer**

Tax ID#: **91-2149055**

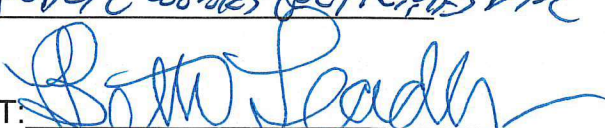
THE CITY OF ELLENSBURG:

By: 

Printed

Name: RYAN LYSKI

Title: PUBLIC WORKS & UTILITIES DIR

ATTEST: 
Clerk

Approved as to Form:


City Attorney

REECER CREEK FLOODPLAIN MAPPING AND LEVEE CERTIFICATION SUPPORT SERVICES

Scope of Work

Aspect Consulting LLC, February 4th, 2020

Background

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

Phased Support Services

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

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

Scope of Work

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

Task 1: Phase 1 Support Services

Aspect will:

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

Task 1 Deliverables

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

Task 1 Assumptions

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

Schedule

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



SCHEDULE OF CHARGES

Effective January 2020

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

PERSONNEL CHARGES: ENGINEERS, SCIENTISTS, AND ANALYSTS

Hourly Rate

Principals and Associates

Principal Scientist/Engineer/Analyst 2	\$263
Principal Scientist/Engineer/Analyst 1	\$249
Sr. Associate Scientist/Engineer/Analyst	\$230
Associate Scientist/Engineer/Analyst	\$215

Technical Professionals

Senior Scientist/Engineer/Analyst 3	\$215
Senior Scientist/Engineer/Analyst 2	\$202
Senior Scientist/Engineer/Analyst 1	\$188
Project Scientist/Engineer/Analyst 3	\$173
Project Scientist/Engineer/Analyst 2	\$160
Project Scientist/Engineer/Analyst 1	\$150
Staff Scientist/Engineer/Analyst 3	\$138
Staff Scientist/Engineer/Analyst 2	\$125
Staff Scientist/Engineer/Analyst 1	\$116

PERSONNEL CHARGES: TECHNICAL AND PROJECT SUPPORT STAFF

Hourly Rate

Field/Construction Staff

Field/Construction Supervisor	\$128
Field Technician 2	\$104
Field Technician 1	\$97

Design, CAD, and Graphics Staff

Engineering Designer	\$150
Sr. CAD Technician/Specialist	\$135
CAD Technician	\$119

Technical Editing and Project Operations

Sr. Technical Editor	\$120
Technical Editor / Project Coordinator 3	\$109
Project Coordinator 2	\$101
Project Coordinator 1	\$96

PERSONNEL CHARGES: TECHNOLOGY AND SOFTWARE DEVELOPMENT

Hourly Rate

Sr. Technology Project Manager	\$224
Technology Project Manager	\$208
Senior Software/Database Architect/Developer	\$213
Software/Database Architect/Developer	\$187

OTHER DISBURSEMENT CHARGES

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

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

Exhibit D – Task Budget

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



Amendment to Professional Services Agreement

Amendment No.: 1	Project No.: 200064	Date: July 6, 2020
Client: City of Ellensburg		
Project Name: Reecer Creek Floodplain Mapping and Levee Certification Support Services		
Description of Amendment		Cost
Aspect Consulting, LLC (Aspect) is providing this Amendment No. 1 in order to continue providing on-call Reecer Creek floodplain mapping and levee certification support services to the City of Ellensburg (Client). To date, Aspect's project work has included: - Reviewed flood mapping products from the County's consultant (WSE). - Reviewed FEMA levee certification guidance, USCOE levee design standards, and FEMA levee freeboard reduction request guidance. - Developed a levee certification strategy for discussion with the City and the County's floodplain mapping consultant, WSE. - Held a conference call with WSE to review their flood mapping products, Aspects design products, the levee certification strategy, and data sharing and coordination goals. - Held a conference call with the City to discuss the levee certification strategy, the WSE meeting, and recommended next steps. - Transferred Aspect's Reecer Creek project data to WSE for updated modeling. - Prepared a memo summarizing work conducted, coordination with WSE, levee certification strategy, and recommended next steps. - Continued to coordinate with WSE on the status of additional modeling. - Researched HPA regulations for work above the OHWL. - Held a conference call with the City to refine the levee certification strategy, particularly related to the I-90 tie-in. - Reviewed information regarding the I-90 levee tie-in vicinity, the I-90 bridge, and the City's path through the bridge. - Researched Corps standards for levee-floodwall transitions. - Developed I-90 levee-floodwall tie-in schematics for discussion with the City. - Held a conference call with the City to discuss meeting with the County FCZD and likely future tasks necessary to obtain levee certification. - Scheduled another conference call with WSE (for June 29th). This amendment revises Section 5 and Exhibit D of the Professional Services Agreement between Aspect and the City (dated February 7th, 2020) to provide additional funding for Aspect to continue services as described in Task 1 of Exhibit A of the agreement. Expected services under this amendment include: additional conference calls/meetings with the City, County, and WSE; reviewing and commenting on WSE modeling products; additional coordination with FEMA; development of additional levee/road/swale modification concepts; and other related work.		Amendment No. 1 Cost: \$15,000 Total Revised Agreement Section 5 and Exhibit D Cost: \$30,000 Amendment No. 1 Services Will Be Billed on a Time and Materials Basis according to the Rate Schedule included as Exhibit C with the original Agreement.

Bainbridge Island Office:
Bellingham Office:
Seattle Office:
Wenatchee Office:
Yakima Office:

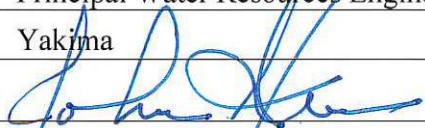
350 Madison Avenue North, Bainbridge Island, WA 98110 (206) 780-9370
 907 Harris Avenue, Suite 301, Bellingham, WA 98225 (360) 746-8964
 401 Second Avenue S, Suite 201, Seattle, WA 98104 (206) 328-7443
 23 South Mission Avenue, Suite C, Wenatchee, WA 98801 (509) 888-5766
 123 East Yakima Avenue, Suite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

Amendment No. 1

Project No. 20064

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

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

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

copy

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

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

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

1. RECITALS.

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

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

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

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

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

2. SCOPE OF WORK.

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

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

Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

5. MAXIMUM COMPENSATION.

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

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

6. RELATIONSHIP OF PARTIES.

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

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

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

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

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

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

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

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

10. SUBCONTRACTING.

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

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

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

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

11. SUPERVISION, INSPECTION AND PERFORMANCE.

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

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

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

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

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

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

14. TERMINATION.

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

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

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

15. INDEMNIFICATION/HOLD HARMLESS.

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

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

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

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

16. INSURANCE.

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

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

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

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

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

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

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

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

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

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

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

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

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

and shall not contribute with it.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit A – Scope of Work

Exhibit B – Schedule for the Work

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

Exhibit D – Budget for Each Task

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

CONSULTANT:

By: 

Printed Name: **John Knutson, PE**

Title: **Principal Water Resources
Engineer**

Tax ID#: **91-2149055**

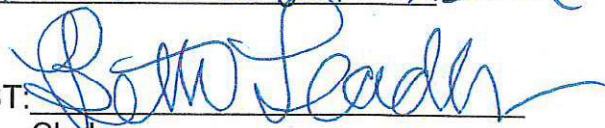
THE CITY OF ELLENSBURG:

By: 

Printed

Name: RYAN LYSKI

Title: PUBLIC WORKS & UTILITIES DIR

ATTEST: 

Clerk

Approved as to Form: 

City Attorney

REECER CREEK FLOODPLAIN MAPPING AND LEVEE CERTIFICATION SUPPORT SERVICES

Scope of Work

Aspect Consulting LLC, February 4th, 2020

Background

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

Phased Support Services

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

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

Scope of Work

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

Task 1: Phase 1 Support Services

Aspect will:

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

Task 1 Deliverables

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

Task 1 Assumptions

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

Schedule

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



SCHEDULE OF CHARGES

Effective January 2020

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

PERSONNEL CHARGES: ENGINEERS, SCIENTISTS, AND ANALYSTS

Hourly Rate

Principals and Associates

Principal Scientist/Engineer/Analyst 2	\$263
Principal Scientist/Engineer/Analyst 1	\$249
Sr. Associate Scientist/Engineer/Analyst	\$230
Associate Scientist/Engineer/Analyst	\$215

Technical Professionals

Senior Scientist/Engineer/Analyst 3	\$215
Senior Scientist/Engineer/Analyst 2	\$202
Senior Scientist/Engineer/Analyst 1	\$188
Project Scientist/Engineer/Analyst 3	\$173
Project Scientist/Engineer/Analyst 2	\$160
Project Scientist/Engineer/Analyst 1	\$150
Staff Scientist/Engineer/Analyst 3	\$138
Staff Scientist/Engineer/Analyst 2	\$125
Staff Scientist/Engineer/Analyst 1	\$116

PERSONNEL CHARGES: TECHNICAL AND PROJECT SUPPORT STAFF

Hourly Rate

Field/Construction Staff

Field/Construction Supervisor	\$128
Field Technician 2	\$104
Field Technician 1	\$97

Design, CAD, and Graphics Staff

Engineering Designer	\$150
Sr. CAD Technician/Specialist	\$135
CAD Technician	\$119

Technical Editing and Project Operations

Sr. Technical Editor	\$120
Technical Editor / Project Coordinator 3	\$109
Project Coordinator 2	\$101
Project Coordinator 1	\$96

PERSONNEL CHARGES: TECHNOLOGY AND SOFTWARE DEVELOPMENT

Hourly Rate

Sr. Technology Project Manager	\$224
Technology Project Manager	\$208
Senior Software/Database Architect/Developer	\$213
Software/Database Architect/Developer	\$187

OTHER DISBURSEMENT CHARGES

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

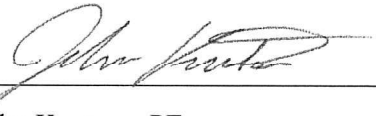
Client acknowledges that Aspect will adjust the Schedule of Charges annually, and that the Agreement will remain valid for any and all annually adjusted Schedule of Charges.

Exhibit D – Task Budget

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



Amendment to Professional Services Agreement

Amendment No.: 2	Project No.: 200064	Date: January 4, 2021
Client: City of Ellensburg		
Project Name Reecer Creek Floodplain Mapping and Levee Certification Support Services Project		
Description of Amendment		Cost
Aspect Consulting, LLC (Aspect) is providing this Amendment No. 2 to provide analysis and design services to facilitate levee certification for the City of Ellensburg (Client). See Attachment 1 for the Amendment No. 2 Scope of Services. This amendment revises the Professional Services Agreement between Aspect and the City (dated February 7th, 2020): 1. The Exhibit A Scope of Work provided under Section 2 of the original Agreement is amended to include the extra work services shown in Attachment 1 to this amendment. 2. The Time of Performance Section 3 and Schedule Exhibit B is extended by one year, through February 26, 2022. 3. The Payment Section 4.1 and Exhibit C of the original Agreement is amended to update the Consultants standard rate schedule to that shown in Attachment 2 to this amendment. 4. A Management Reserve Fund (Task 5) of \$11,000 is established per Section 4.7 of the original Agreement. 5. The Maximum Compensation Section 5.1 of the original Agreement is further amended to increase by \$81,637. Amendment 1 increased the original amount to \$30,000, which is further increased to \$111,637 by this amendment. 6. The Budget for Each Task Section 5.2 and Exhibit D of the original Agreement is amended to include the budget shown in Attachment 3.		Amendment No. 2 Cost: \$81,637 Total Revised Agreement Section 5 and Exhibit D Cost: \$111,637 Amendment No. 2 Services Will Be Billed on a Time and Materials Basis according to the Rate Schedule included as Attachment 2 to this Amendment.
This change amends the agreement between Aspect Consulting, LLC & the City of Ellensburg dated February 7 th , 2020. Except as amended above, all terms and conditions of the agreement apply to this contract change.		
ASPECT CONSULTING, LLC <i>a limited liability company</i>	By: 	
	Printed Name: John Knutson, PE Principal Water Resources Engineer	
	Office: Yakima	
CLIENT City of Ellensburg	By: 	
	Printed Name/Date: Ryan Lyyski, PE, Public Works and Utilities Director February 4, 2021	

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

www.aspectconsulting.com

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

Scope of Work

Aspect Consulting LLC

Prepared January 4th, 2021

Background

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

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

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

Attachment 1 to Amendment 2 – Scope of Work

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

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

Scope of Work

The Amendment 2 Scope of Work provided below addresses:

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

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

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

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

Attachment 1 to Amendment 2 – Scope of Work

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

Task 1 Deliverables

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

Task 1 Assumptions

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

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

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

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

Task 2 Deliverables

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

Task 2 Assumptions

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

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

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

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

Attachment 1 to Amendment 2 – Scope of Work

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

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

Task 3 Deliverables

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

Task 3 Assumptions

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

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

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

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

Attachment 1 to Amendment 2 – Scope of Work

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

Task 4 Deliverables

- *Miscellaneous meeting materials (PDF format).*

Task 4 Assumptions

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

Amendment 2 Task 5: Management Reserve Fund

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

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

Task 5 Deliverables

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

Task 5 Assumptions

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

Attachment 2 to Amendment 2 – Consultant Rate Schedule



SCHEDULE OF CHARGES

Effective January 2021

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

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

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

Attachment 3 to Amendment 2 – Task Budgets

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

Emily Jacobs
403 S. Pine St
Ellensburg, WA 98926

March 27, 2021

Laura Wilson
City of Ellensburg
501 N Anderson St.
Ellensburg, WA 98926

Dear Ms. Wilson:

It is with regret that I tender my resignation from the City of Ellensburg Environmental Commission, effective immediately.

I am grateful for having had the opportunity to serve on the Commission for the past several years, but as I have mentioned to you, am leaving to pursue supporting the citizen led glass recycling initiative as a glass ambassador. Even during COVID, I seem to have overextended myself 😊. I offer my best wishes for the Commission's continued success and was honored to serve the City in this way.

Sincerely,

A handwritten signature in black ink that reads "Emily K. Jacobs". The signature is written in a cursive, flowing style with a long, sweeping underline.

Emily Jacobs



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: April 19, 2021

Item Title/Agenda Subject: Project Acceptance - 2020 Residential Sidewalk Repair Program – Bid Call No. 2020-02

Submitted by: Josh Mattson Public Works & Utilities

Recommended Action or Motion: Accept Bid Call No. 2020-02 as complete and approve supplemental budget appropriations in the Transit, Sidewalk, and Art Commission Funds.

Background/Summary: Work on the 2020 Residential Sidewalk Repair Program has now been completed. Council is now being requested to accept Bid Call No. 2020-02 as complete.

The project consisted of four schedules of work:

- Bid schedule “A” was for planned general sidewalk repair and upgrades
- Bid schedule “B” consisted of work associated with the Transit System, including installation of 10 bus shelters, bus pullouts, and other transit improvements.
- Bid schedules “C” & “D” established unit prices for all City departments to utilize throughout 2020 for on call curb and sidewalk repairs required by their respective operations.

Previous Council Action: Council awarded Bid Call 2020-02 at its March 16th, 2020 regular meeting. Council adopted Ordinance 4851 at its June 1st, 2020 regular meeting to allow for up to 50% city participation on sidewalk repairs/replacements for Commercial and Industrial properties when budget is available and as approved by the Public Works and Utilities Director.

Analysis: The original contract amount bid for the project was \$449,682.34, and the final project cost was \$515,546.57. The project was bid to remain open throughout 2020 to allow for additional sidewalk work to be included with the project, as needed. The city received a request from the First United Methodist Church at Ruby Street and 3rd Avenue to share in

replacement of its sidewalk along Ruby Street in accordance with Ordinance 4851. This work was completed, and First United Methodist Church reimbursed the city \$14,003.50 for 50% of this work.

A change order for Schedule “B”, Transit Improvements, created art glass panels for ten new transit shelters and installed art glass in nine shelters. The final art glass panels will be installed at a future transit shelter on Helena Avenue between Water Street and Walnut Street. The Arts Commission provided \$25,000.00 for the art glass with the remaining \$14,094.53 from the change order provided by the Transit Fund.

The Transit Division was able to secure a WSDOT Consolidated - Capital Construction grant providing \$165,000 toward the project and offsetting planned expenditure of Transit Funds.

Financial Impact:

Sufficient budget existed within the 2020 Sidewalk budget to complete Bid Schedule “A” but will require a supplemental appropriation to the 2021 budget to carry forward \$10,409.00. Sufficient budget existed within the 2020 Transit budget to complete Bid Schedule “B” but will require a supplemental appropriation to the 2021 budget to carry forward \$51,891.90 to add an offsetting transfer-in revenue for the Art Commission funds in the amount of \$25,000.00 and to reflect the anticipated final grant reimbursement from WSDOT in the amount of \$10,634. Sufficient budget existed within the on-call schedules to complete Bid Schedules “C” and “D”.



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: April 19, 2021

Item Title/Agenda Subject: Natural Gas System Plan Update Supplemental Agreement

Submitted by: Darin Yusi Public Works & Utilities

Recommended Action or Motion: Staff recommends that Council approve and authorize for signature the Supplemental Agreement for the Natural Gas System Plan Update and approve the necessary budget adjustment.

Background/Summary: The City Gas Division completes a thorough evaluation of its entire system to confirm existing and potential gas loads are met with adequate flow and pressure throughout the system. The system plan identifies potential projects for maintaining and/or improving system reliability and integrity and generates a six-year capital investment plan. Gas System Plan Updates are performed on a six-year basis with the last plan being performed in 2014. At the October 19, 2020 meeting an agreement with EN Engineering was approved for signature. Staff has been working with EN Engineering since approval for the 6-year system plan update and getting close a final plan. The agreement entered into consists of three major areas of work; System modeling and analysis, projected six-year capital improvement plan, and a telemetry analysis. The telemetry analysis was an additional item added for this system plan based on the need to update and improve current technology and have the ability to see system data in real time with alarming capabilities. The consultant will be providing system recommendations and an updated capital improvement plan.

Previous Council Action: At the October 19, 2020 meeting, City Council approved the agreement and authorized the City Manager to execute the agreement for Professional Services with EN Engineering for the City Gas Division System Plan Update.

Analysis: After first review of the system plan update provided by EN Engineering, there were minor changes needed and EN Engineering has proposed a supplemental to cover costs that will exceed the original contract amount for there time and

efforts as they have currently reached the maximum payable per contract.

Financial Impact:

The original contract amount was for a "Maximum Amount Payable" of \$47,900.00. The requested supplemental agreement is for an additional \$4,900.00 to complete the work. The total amount of \$52,800 will exceed the budgeted \$50,000.00. A budget adjustment will be necessary for the excess of \$2,800.00 and is being requested for approval.

Attachments:

[Natural Gas System Plan Supplemental Agreement #1](#)

Supplemental Agreement #1

Background and Scope

EN Engineering, LLC (EN) is currently supporting the City of Ellensburg (COE) to perform an analysis to review their current gas system infrastructure and to develop a six year capital investment plan to include anticipated growth and infrastructure changes within their current system under EN Project #2008119.00. This supplement is an extension to the existing COE project #2020-004 that was executed between COE and EN as part of the Professional Services Agreement (Natural Gas System Plan Update) on October 19th, 2020.

As EN has been progressing through the project there have been multiple different improvements that have been identified within the current system. The improvements are to help COE identify locations within their current system, to account for potential growth in the region. Overall EN has identified ten (10) different improvements throughout COE's current system that will improve the resiliency of their current system and account for potential future growth. COE has asked EN to provide a priority list and the anticipated capital cost for all identified projects.

Supplemental Agreement Schedule

Work will continue upon acceptance of this supplement. EN anticipates this work will continue through April 2021.

Pricing

EN proposes to provide services outlined above on a **Time & Materials (T&M)** basis consistent with the prevailing rate sheet.

The EN budgetary estimate for this supplemental agreement is: **\$4,900.**

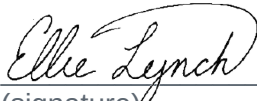
CLIENT NAME

(signature)

(printed name)

(date)

EN ENGINEERING, LLC



(signature)

Ellie Lynch

(printed name)

4/13/2021

(date)

Schedule of Rates & Services

Integrity, Corrosion and Consulting Services
Effective January 1, 2021 to December 31, 2021

Personnel or Service Description	Hourly Rate
Principal Consultant	\$242
Chief Metallurgist/Principal Metallurgical Consultant	\$242
Sr. Project Manager/Sr. Technical Consultant	\$198
Project Manager/Sr. Technical Lead	\$175
Technical Lead	\$165
Consulting Engineer/Specialist II	\$146
Consulting Engineer/Specialist I	\$130
Associate Consulting Engineer/Specialist II	\$105
Associate Consulting Engineer/Specialist I	\$93
Corrosion Control Services	
Sr. Corrosion Engineer	\$146
Corrosion Field Supervisor	\$138
Corrosion Engineer II	\$132
Lead Corrosion Technician	\$118
Corrosion Engineer I	\$115
Associate Corrosion Engineer	\$98
Sr. Corrosion Technician	\$96
Corrosion Technician	\$83
GIS and Data Services	
Data/GIS Solution Architect	\$146
Data/GIS Solution Developer	\$134
Sr. Data/GIS Analyst	\$106
Data/GIS Analyst	\$96
Sr. Data/GIS Technician	\$80
Data/GIS Technician	\$65
Data/GIS Associate	\$53
Support Services	
Project Controls Engineer	\$115
Designer	\$90
Drafter/Sr. Drafter	\$77
Project Assistant/Administrative Assistant/Project Controls Specialist	\$67

Schedule of Rates & Services

Integrity, Corrosion and Consulting Services *Effective January 1, 2021 to December 31, 2021*

Notes:

1. The above hourly rates include salary, payroll burdens, other overheads and fee. These rates do not include state or local gross receipts, sales, use or other forms of special business or occupation taxes not generally levied by most states. Costs associated with such taxes will be charged at actual cost.
2. Above rates are valid through December 31, 2021 after which they are subject to an annual adjustment based on inflation and changes in the labor market.
3. Overtime approved by the client will be charged at a rate of 1.5 times the regular hourly rate for non-exempt employees (senior drafter, drafter, senior administrative assistant, and administrative assistant) for time worked over 40 hours per week, weekends and holidays. Exempt employees will be charged at the hourly rate for all hours worked.
4. Travel time shall be invoiced portal to portal at the above rates.
5. An invoice will be submitted at the end of each month based on the work completed that month. Payment for the amount invoiced is due and payable within thirty (30) days following receipt of EN invoice. Invoices not paid within 45 days are subject to a 1.5% per month interest charge.
6. Software will be charged at the below rates in addition to above rates for personnel:

Software	Rate
Pipe Stress Analysis – Caesar II Hydraulic Modeling – Synergi	\$30/Hr
SES – Right-of-Way Pro (AC and DC Mitigation Modeling) SES – Multi-Fields (DC Attenuation Modeling) ANSYS	\$50/Hr
PRCI Hot Tap	\$180/Run

7. Equipment rates for field corrosion measurement and data acquisition will be charged in addition to above rates for personnel.

Equipment	Rate
AC Mitigation Assessment Kit	\$50/Day
Direct Assessment Dig Kit	\$75/Day
ECDA/CIS Assessment Kit	\$50/Day
Interference Assessment Kit	\$100/Day

Schedule of Rates & Services

Integrity, Corrosion and Consulting Services
Effective January 1, 2021 to December 31, 2021

8. Soil Testing and Laboratory Rates will be charged at the below rates:

Soil Testing and Laboratory Rates	Rate
Microbiological Influenced Corrosion Kit (Aerobic & Anaerobic)	\$150/Each
Soil Chemistry Field Kit	\$450/Each
Soil Laboratory Testing - pH – ASTM G-51 - Chloride Content – ASTM D-512 - Sulfate Content – ASTM D-516 - Resistivity – ASTM G-57 - Redox – AWWA C-105	\$400/Each

Note: unless superseded by a controlled “chain-of-custody” or “custody-of-transfer” process, test specimen(s), (e.g. pipe or soil samples), will be disposed of ten (10) calendar days after testing and assessment completion. Client must provide prior notification if the sample is required to be returned or held.

Reimbursable Expenses

Reimbursable Expenses are in addition to compensation for basic and additional services and include those expenses incurred by COMPANY in the interest of the project, as identified by the following clauses:

- Automobile Mileage** - Automobile mileage shall be reimbursed at the standard IRS rate for actual miles traveled in the performance of services. Automobile reimbursement will be adjusted in accordance with IRS guidelines.
- Reproduction Services** which includes duplicating and plotting, will be charged at the rates shown below:

Reproduction Services	Color	B&W
Plotting (Per ft ²)	1.00	0.20
Duplicating 8½x11 /ea.	0.40	0.10
Duplicating 11x17 /ea.	0.80	0.20
Third-party services	Cost plus 10%	Cost plus 10%

- Direct costs** incurred in performing the engineering services will be charged at actual cost. Such direct costs include but are not limited to the following:
 - Expenses in connection with authorized out-of-town travel charge shall include but not be limited to: airfares, automobile rental, lodging, meals, taxi fares, public transportation and parking.
 - Expense of postage, courier and messenger services, and handling drawings, specifications and other documents, in connection with the project.
 - Expenses of maps, records, abstract fees, permit fees, supplies etc.

Schedule of Rates & Services

Integrity, Corrosion and Consulting Services

Effective January 1, 2021 to December 31, 2021

- d. Personal Protective Equipment (PPE) or other safety equipment that is specified as required by the company.
- 4. **Indirect costs** incurred related to the performing the engineering services will be charged at actual cost plus **10%**. Such indirect costs shall include but not be limited to the following:
 - a. Expenses for special services or supplies applicable to the project, such as outside technical consultants, outside laboratory expenses, and other identifiable costs.
 - b. Expenses to provide services supplied by a subcontractor or third party consultant such as field survey services, environmental permitting services, land and right-of-way acquisition services, construction inspection services using a third party subcontractor, or third party geotechnical services.
 - c. Expenses for special equipment that includes, but is not limited to: computer time rental, computer software and hardware, reference materials, tools, testing equipment, cameras, video gear, etc. which has been authorized by client for rental, lease, or purchase authorized by client for rental, lease, or purchase.

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

4-12-21
DATE

CLAIMS VOUCHERS AUDITED AND CERTIFIED BY THE AUDITING OFFICER HAVE BEEN RECORDED ON THE ATTACHED LISTING, WHICH HAS BEEN MADE AVAILABLE TO THE COUNCIL AS OF THIS **19TH DAY OF APRIL 2021**. THE COUNCIL, BY A VOTE, HAS APPROVED FOR PAYMENT THE VOUCHERS INCLUDED IN THE ABOVE LIST AND FURTHER DESCRIBED AS FOLLOWS:

Claims Fund				Total Amounts
Check #'s	152581	TO	152818	\$ 470,890.34
EFT #'s	4765	TO	4788	\$ 1,182,191.05

Payroll Fund				Total Amounts
Check #'s	95309	TO	95316	\$ 15,637.66
Direct Deposits	61192	TO	61407	\$ 387,392.82

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

ATTEST: _____
CITY CLERK



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: April 19, 2021

Item Title/Agenda Subject: Rezone Application P20-125, submitted by Joseph Hctor, property owner – Closed Record Hearing (quasi-judicial); and First reading of an Ordinance approving rezone application P20-125.

Submitted by: Jamey Ayling Community Development

Recommended Action or Motion:

- 1) Hold a closed record quasi-judicial public hearing; and
- 2) Approve rezone request P20-125 from Residential Office to Commercial Highway zoning, and adopt the Hearing Examiner's Findings of Fact, Conclusions of Law, and Decision and Conditions of Approval (Exhibit 1).
- 3) Conduct first reading of the Ordinance (Attached).

Background/Summary: This is a closed record quasi-judicial hearing to consider a site-specific rezone application (P20-125) submitted by Joseph Hctor, property owner. The applicant seeks to rezone two adjoining parcels from Residential Office (R-O) to Commercial Highway (C-H), to provide additional opportunities for potential heavy retail tenants to utilize the existing shop. A State Environmental Policy Act (SEPA) Determination of Non-Significance (DNS) was issued on January 26, 2021 for the rezone.

If the rezone application is approved by Council following the closed record hearing, staff also requests that Council proceed with first reading of an Ordinance to implement the rezone.

Location: The parcels are located on the south side of Vantage Highway, east of Vista Road, in Ellensburg; Kittitas County Assessor's Parcel ID#'s 108636 and 764134; addressed as 1500 Vantage Highway (Exhibit 2.A).

Site Characteristics: The site topography is relatively flat, and the site has been used as a residence in the past.

Surrounding Properties: A zoning map of the surrounding properties is attached as Exhibit 2.B. The zoning of the

surrounding properties is further described below.

North: The properties to the north, on the other side of Vantage Hwy, are zoned Residential Suburban, and consist of single-family dwellings and undeveloped land.

South: The southern border is the Palouse to Cascades trail. The trail provides separation between the subject properties and the unincorporated properties to the south which are zoned Rural-5 by Kittitas County and consist of single-family dwellings and pasture.

East: The properties to the east are zoned Residential Office (R-O) and consist of a City of Ellensburg Power Substation.

West: The properties to the west are zoned Residential-Office (R-O) and consist of a church building.

Access: Access to the parcel is available via Vantage Hwy which is classified as a Principal Arterial.

Zoning and Development Standards, ECC Title 15:

Ellensburg City Code (ECC) Table 15.310.040, Heavy Services – indicates that automotive accessory installation, contractors and heavy retail is not a permitted use in the Residential-Office zone, however this type of use is permitted in Commercial Highway (C-H) zones.

Comprehensive Plan Designations: A map of the comprehensive plan future land use designations is attached as Exhibit 2.C. This parcel is designated Community Mixed Use which accommodates for a combination of commercial and/or office activities. This designation is the same as all other nearby parcels that are zoned Commercial Highway.

Critical Areas: Per the Ellensburg Wetlands Inventory, there are no wetlands or potential wetlands located on the property. Additionally, the parcel is not located within a floodplain, nor are there any fish and wildlife habitat conservation areas on the parcel.

ENVIRONMENTAL (SEPA) REVIEW

The applicant submitted the required SEPA checklist for review, which was processed as follows:

SEPA Checklist Submitted: 12/09/20; add. Info 12/15/20

Determination of Completeness: 12/21/20

Notice to Property owners: 01/06/21

SEPA Threshold Determination 01/26/21

The City of Ellensburg departments commented on the SEPA request and the pre-application, but had no comments specific to the rezone. No other agency/departmental comments were received by the SEPA comment deadline.

A SEPA Determination of Non-Significance (DNS) was issued on January 26, 2021 (Exhibit 2.G), for the rezone.

HEARING EXAMINER REVIEW

Public Comments: Notice of the open record public hearing (Exhibit 2.E) was published in the legal section of the Daily Record on February 20, 2021, and the site was posted with a land use action sign on February 19, 2021 (Exhibit 2.F). Notice of the rezone was mailed to property owners within 300 feet of the proposed site (Exhibit 2.D) on February 19, 2021.

No public comments on this rezone request were received prior to the Hearing Examiner meeting.

The open record public hearing was held before the Hearing Examiner on March 17, 2021. The applicant, Joseph Hctor was the only person to speak at the hearing and he agreed with the staff recommendation presented to the Hearing Examiner.

His recommendation, received on March 18, 2021, is attached to this report as Exhibit 1. The March 17, 2021 staff report submitted to the Hearing Examiner is attached to this report as Exhibit 2, and includes supporting materials and documents from the review process, which are Exhibits 2.A through 2.I.

The Hearing Examiner determined the request is consistent with the City's Comprehensive Plan designation of Community Mixed Use for the property, and with the requirements of the Ellensburg City Code (ECC). He therefore recommended that City Council approve the rezone from R-O to C-H, with conditions (Exhibit 1 at pp. 5).

Previous Council Action: N/A

Analysis: **Ellensburg City Code Requirements for Site-Specific Rezone**

The criteria for consideration of a site specific rezone are set forth in ECC 15.250.060(C). The applicant has the burden of establishing that all of the following criteria apply to the proposed rezone:

1. Conditions have changed since the imposition of the zoning classification on the property;
2. The proposed rezone bears a substantial relationship to the public health, safety, morals, and general welfare;
3. The proposed rezone is consistent with the comprehensive plan;
4. The proposed rezone to a particular zoning district shall be consistent with the development standards in the Land Development Code for the zoning district.

Analysis of Site-Specific Rezone Criteria

The applicant has submitted an application (Exhibit 2.H) with a narrative (Exhibit 2.I) addressing the four rezone criteria found in ECC 15.250.060(C). The applicant seeks Commercial Highway (C-H) zoning in order to provide additional opportunities for potential tenants to utilize the existing shop building on site. The information submitted by the applicant is followed by staff analysis.

1. Conditions have changed since the imposition of the zoning classification on the property.

Applicant narrative: *In 1978 the property was annexed and zoned Residential Office. At that time the property included a residence. A 24 x 26 metal shop building was constructed in 1985. The residence has since been removed from the property and contains only the shop building which lends the property to a commercial use.*

Staff analysis: In 1978, this property was annexed into the City of Ellensburg and was subsequently zoned Residential-

Office (R-O). At the time of annexation the property was in use as a residence and the comprehensive plan land use designation was Mixed Residential. The current comprehensive plan land use designation for this property is community mixed use. The site specific rezone request is consistent with the community mixed use land use designation.

2. The proposed rezone bears a substantial relationship to the public health, safety, morals, and general welfare.

Applicant narrative: *By rezoning the property to allow a commercial use would be safer than a residence on the property with the proximity of the highway which has a high quantity of vehicular trips and the non-residential uses to the east and west of the subject property. It would be in the best interest of the city to rezone the property to a commercial designation.*

Staff analysis: The rezone to Commercial Highway (C-H) will allow the existing facility to conform with Ellensburg City Code while expanding opportunities for commercial uses at the same time in an area suited for commercial activity. This will support the public health, safety, and general welfare of the community.

3. The proposed rezone is consistent with the comprehensive plan.

Applicant narrative: *The comprehensive plan designation is community mixed use which is consistent with the property across the street. The properties across the street are also community mixed use and zoned highway commercial.*

Staff analysis: The current comprehensive plan land use designation for this parcel is Community Mixed Use, which is consistent with the rezone request to Commercial Highway (C-H) (EXHIBIT 2.3). In addition, Staff finds the request for Commercial Highway (C-H) zoning to be in keeping with the following goals, policies and programs of the current Comprehensive Plan:

Goal ED-2, "Stimulate and diversify Ellensburg's economy."

Policy A, "Encourage growth that will provide goods and services to the local and regional community."

Policy B, "Promote the retention and expansion of existing businesses as well as the development of new businesses."

4. The proposed rezone to a particular zoning district shall be consistent with the development standards in the LDC for the zoning district.

Applicant narrative: *The change to Commercial Highway would be consistent with the development standards in the Land development code. The pole building shop would conform to the standards and not be considered a non-conforming use. As the building exists it complies with setbacks and height restrictions of the CH zone.*

Staff analysis: Staff finds the rezone proposal consistent with the purpose and standards of Commercial Highway (C-H) zoning as set forth in ECC 15.300.050(C).

The Commercial Highway (C-H) zone purpose is to accommodate diversified commercial establishments. Pursuant to ECC 15.300.050(C), the purpose of the Commercial Highway (C-H) zone is accomplished by:

1. Allowing commercial uses that serve the traveling public;
2. Providing the opportunity for regional retail uses in specific areas deemed appropriate for such uses; and
3. Providing standards and guidelines that enhance the appearance and function of commercial-tourist uses and their compatibility with surrounding uses;
4. Use of this zone is appropriate for areas that meet both of the following criteria:
 - a. Areas designated general commercial services and community mixed use in the comprehensive plan; and
 - b. Areas located within one-half-mile radius of the center of Interstate 90 interchange.

The applicant seeks Commercial Highway (C-H) zoning to expand opportunities for potential tenants of the property to a heavy retail/heavy service use which otherwise would be prohibited in the Residential Office (R-O) zone. The applicant

will be responsible for meeting all development standards under the Land Development Code.

Financial Impact: None at this time.

Attachments:

Ordinance 1st reading 4.19.21
Exhibit 1 Hearing Examiner Recommendation
Exhibit 2 Staff Report for Hearing Examiner
Exhibit 2.A Location Map
Exhibit 2.B Zoning Map
Exhibit 2.C Future Land Use Designation Map
Exhibit 2.D Area Notification Map
Exhibit 2.E Legal Notice
Exhibit 2.F Affidavit of Posting
Exhibit 2.G SEPA MDNS
Exhibit 2.H Rezone Application
Exhibit 2.I Rezone Application Narrative
Exhibit 3 Notice Documents for Closed Record Hearing

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ELLENSBURG, WASHINGTON, RELATING TO ZONING AND AMENDING TITLE 15 OF THE ELLENSBURG CITY CODE BY CHANGING THE ZONING CLASSIFICATION OF CERTAIN PROPERTY WITHIN THE CITY OF ELLENSBURG FROM RESIDENTIAL OFFICE (R-O) TO COMMERCIAL HIGHWAY (C-H).

WHEREAS, on December 9, 2020 the City received an application (P20-125) from property owner Joseph R. Hctor, requesting a rezone on two parcels (0.47 acres) located on Vantage Highway, Parcel ID Numbers 108636 and 764134 (“application”); and

WHEREAS, the application proposed to rezone the parcels from Residential Office (R-O) to Commercial Highway (C-H); and

WHEREAS, pursuant to ECC Table 15.210.050(D), a Site-Specific Rezone Application is processed under a Type IV review, which requires a Hearing Examiner recommendation to City Council after an Open Record Hearing, with the final decision to be made by City Council after a Quasi-Judicial Closed Record Hearing; and

WHEREAS, the SEPA official for the City issued a Determination of Non-Significance (DNS), on January 26, 2021; and

WHEREAS, the Hearing Examiner held a duly noticed open record hearing on March 17, 2021, received evidence and heard testimony regarding the proposed rezone; and

WHEREAS, the Hearing Examiner on March 18, 2021, issued Recommended Findings of Fact, Conclusions of Law, Decision and Conditions of Approval for the rezone request from R-O to C-H; and

WHEREAS, the Ellensburg City Council held a duly noticed closed record hearing on April 19, 2021 and at the conclusion of the hearing approved a motion to adopt the Hearing Examiner’s Recommended Findings of Fact, Conclusions of Law, Decision and Conditions of Approval, and to approve the applicant’s request to rezone the subject property from R-O to C-H;

NOW, THEREFORE, the City Council of the city of Ellensburg, Washington, do hereby ordain as follows:

Section 1. The City Council adopts the findings of fact and conclusions based thereon, made and entered by the Hearing Examiner in support of the recommendation to the City Council for approval with regard to the rezone for the hereinafter described property located on Vantage Highway, with Parcel ID Numbers 108636, and 764134 as set forth in the Hearing Examiner’s “Recommended Findings of Fact, Conclusions of Law, Decision and Conditions of Approval,” dated March 18, 2021.

Section 2. Title 15 of the Ellensburg City Code is hereby amended by changing the city's zoning map as adopted in ECC 15.300.020 for the following described area from Residential Office (R-O) to Commercial Highway (C-H):

SEC. 36; TWP. 18N; RGE. 18E; CD. 9148-1, CD 9148-2 portion of Lot 86 Vacated Vista Road; State Land Addition PARCEL ID NUMBERS 108636, and 764134

Section 3. That the official zoning map of the City of Ellensburg, as well as the Geographic Information System (GIS) data shall be amended to incorporate the land use classifications herein provided.

Section 4. Except as modified herein, each and every provision of the City Land Development Code, Title 15, as amended, shall remain in full force and effect.

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 portions 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 full force five (5) days after passage, approval and publication as required by law.

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

Mayor

Attest: _____
City Clerk

Approved as to form:

City Attorney

Publish:

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

Beth Leader

**CITY OF ELLENSBURG
LAND USE HEARING EXAMINER**

IN THE MATTER OF P 20-125 Hoctor Rezone	))))	RECOMMENDED FINDINGS OF FACT, CONCLUSIONS OF LAW, DECISION AND CONDITIONS OF APPROVAL
--	------------------	--

THIS MATTER having come on for hearing in front of the City of Ellensburg Hearing Examiner on March 17, 2021, the Hearing Examiner having taken evidence hereby submits the following Recommended Findings of Fact, Conclusions of Law, and Decision and Conditions of Approval as follows:

I. RECOMMENDED FINDINGS OF FACT

1. The applicant seeks to rezone the subject property from Residential Office (R-O) to Commercial Highway (C-H) for the purpose of expanding the allowable uses on site for future tenants. A State Environmental Policy Action (SEPA) Determination of Mitigated Non-Significance (MDNS) was issued for the parcels on January 26, 2021 for the site specific rezone.
2. The applicant and property owner is Joseph Hoctor.
3. The parcel is located on the south side of Vantage Highway, east of Vista Road, in Ellensburg. Kittitas County Assessor's Parcel ID#'s 108636 and 764134 and addressed as 1500 Vantage Highway.
4. The two parcels are currently developed with a 24 x 36 metal building and a billboard. The property is bordered by a combination of Residential-Office and Public Reserve zoning to the west; Residential Office to the east; and across Vantage Highway there is unincorporated low density residential property to the north and Commercial-Highway to the northeast.
5. The parcels' southern border is the Palouse to Cascades trail (formerly the John Wayne Trail). The trail provides separation between the property and unincorporated single family residential and pasture area to the south of the property. In 1978, the parcels were annexed into the City of Ellensburg. At that time, the property was zoned Residential-Office (R-O).
6. The site topography is relatively flat and the site has been used as a residence in the past.
7. The zoning of the surrounding properties is further described below.

North: The properties to the north, on the other side of Vantage Hwy, are zoned Residential Suburban, and consist of single-family dwellings and undeveloped land.

South: The southern border is the Palouse to Cascades trail. The trail provides separation between the subject properties and the unincorporated properties to the south which are zoned Rural-5 by Kittitas County and consist of single-family dwellings and pasture..

East: The properties to the east are zoned Residential Office (R-O) and consist of a City of Ellensburg Power Substation.

West: The properties to the west are zoned Residential-Office (R-O) and consist of church building.

8. Zoning and Development Standards, ECC Title 15: Ellensburg City Code (ECC) Table 15.310.040, Heavy Services – indicates that automotive accessory installation, contractors and heavy retail is not a permitted use in the Residential-Office zone, however this type of use is permitted in Commercial Highway (C-H) zones.
9. Comprehensive Plan Designations: This parcel is designated Community Mixed Use which accommodates for a combination of commercial and/or office activities. This designation is the same as all other nearby parcels that are zoned Commercial Highway.
10. Access: Access to the parcel is available via Vantage Hwy which is classified as a Principal Arterial.
11. During the SEPA notification process, no comments specific to the rezone request were received. Subsequent to the SEPA environmental review, public notice and distribution of the site specific rezone request was undertaken.
12. Notice of the open record public hearing was published in the legal section of the Daily Record on February 20, 2021, and the site was posted with a land use action signs on February 19, 2021. On February 18, 2021 notice of the rezone was mailed to property owners within 300 feet of the proposed site. As of the date of this decision, no comments have been received
13. The required SEPA checklist was submitted on December 9, 2020, with additional information added on December 15, 2020. The Determination of Completeness was issued on December 21, 2020. The Notice to property owners was issued on January 6, 2021, and the The SEPA Threshold Determination was issued on January 26, 2021.
14. The City of Ellensburg departments commented on the SEPA request, but had no comments specific to the rezone. A SEPA Mitigated Determination of Non-Significance (MDNS) was issued on January 26, 2021, for the non-project site specific rezone.
15. Ellensburg City Code Requirements for Site-Specific Rezone: Per Ellensburg City Code, site-specific rezone applications are subject to the Type IV review process, and the Hearings Examiner provides a recommendation to City Council after holding an open record public hearing. The Hearings Examiner must find that the application is in compliance with the decision criteria in ECC 15.250.060.
 - 15.1 The criteria for consideration of a site specific rezone are set forth in ECC 15.250.060(C). The applicant has the burden of establishing that all of the following criteria apply to the proposed rezone:
 - 15.1.1. Conditions have changed since the imposition of the zoning classification on the property;
 - 15.1.2. The proposed rezone bears a substantial relationship to the public health, safety, morals, and general welfare;
 - 15.1.3. The proposed rezone is consistent with the comprehensive plan;
 - 15.1.4. The proposed rezone to a particular zoning district shall be consistent with the development standards in the Land Development Code for the zoning district.
16. Analysis of Criteria for a Site-Specific Rezone. The applicant has submitted an application with a narrative addressing the rezone criteria found in ECC 15.250.060(C). The applicant seeks Commercial Highway (C-H) zoning in order to provide additional opportunities for potential tenants to utilize the existing shop building on site. The information submitted by the applicant is followed by staff analysis. All are recommended findings of the Hearing Examiner.

- 16.1 Conditions have changed since the imposition of the zoning classification on the property.
 - 16.1.1 In 1978 the property was annexed and zoned Residential Office. At that time the property included a residence. A 24 x 26 metal shop building was constructed in 1985. The residence has since been removed from the property and contains only the shop building which lends the property to a commercial use.
 - 16.1.2 In 1978, this property was annexed into the City of Ellensburg and the property was subsequently zoned Residential-Office (R-O). At the time of annexation the property was in use as a residence and the comprehensive plan land use designation was Mixed Residential. The current comprehensive plan land use designation for this property is community mixed use. The site specific rezone request is consistent with the community mixed use land use designation.
- 16.2 The proposed rezone bears a substantial relationship to the public health, safety, morals, and general welfare.
 - 16.2.1 By rezoning the property to allow a commercial use would be safer than a residence on the property with the proximity of the highway which has a high quantity of vehicular trips and the non-residential uses to the east and west of the subject property. It would be in the best interest of the city to rezone the property to a commercial designation.
 - 16.2.2 The rezone to Commercial Highway (C-H) will allow the existing facility to conform with Ellensburg City Code while expanding opportunities for commercial uses at the same time in an area suited for commercial activity. This will support the public health, safety, and general welfare of the community.
- 16.3 The proposed rezone is consistent with the comprehensive plan.
 - 16.3.1 The comprehensive plan designation is community mixed use which is consistent with the property across the street. The properties across the street are also community mixed use and zoned highway commercial.
 - 16.3.2 The current comprehensive plan land use designation for this parcel is Community Mixed Use, which is consistent with the rezone request to Commercial Highway (C-H). In addition, staff finds the request for Commercial Highway (C-H) zoning to be in keeping with the following goals, policies and programs of the current Comprehensive Plan:
Goal ED-2, "Stimulate and diversify Ellensburg's economy."
 Policy A, "Encourage growth that will provide goods and services to the local and regional community."
 Policy B, "Promote the retention and expansion of existing businesses as well as the development of new businesses."
- 16.4 The proposed rezone to a particular zoning district shall be consistent with the development standards in the LDC for the zoning district.
 - 16.4.1 The change to Commercial Highway would be consistent with the development standards in the Land development code. The pole building shop would conform to the standards and not be considered a non-conforming use. As the building exists it complies with setbacks and height restrictions of the CH zone.
 - 16.4.2 The Hearing Examiner finds the rezone proposal consistent with the purpose and standards of Commercial Highway (C-H) zoning as set forth in ECC 15.300.050(C). The Commercial Highway (C-H) zone purpose, to

- accommodate diversified commercial establishments. The purpose of the Commercial Highway (C-H) zone is accomplished by:
- 16.4.2.1. Allowing commercial uses that serve the traveling public;
 - 16.4.2.2. Providing the opportunity for regional retail uses in specific areas deemed appropriate for such uses; and
 - 16.4.2.3. Providing standards and guidelines that enhance the appearance and function of commercial-tourist uses and their compatibility with surrounding uses;
 - 16.4.2.4. Use of this zone is appropriate for areas that meet both of the following criteria:
 - 16.4.2.4.1 Areas designated general commercial services and community mixed use in the comprehensive plan; and
 - 16.4.2.4.2 Areas located within one-half-mile radius of the center of Interstate 90 interchange.
- 16.5 The applicant seeks Commercial Highway (C-H) zoning to expand opportunities for potential tenants of the property to a heavy retail / heavy service use which otherwise would be prohibited in the Residential Office (R-O) zone. The applicant will be responsible for meeting all development standards under the Land Development Code.
17. The Hearing Examiner finds that the Applicant has demonstrated that the proposal to be consistent with the criteria outlined in 15.250.050 pertaining to rezones.
18. An open record public hearing after due legal notice was held via Zoom on March 17, 2021.
19. The following exhibits were admitted into the record:
- 19.1 Ex. 1: Location Map;
 - 19.2 Ex. 2: Current Zoning Map;
 - 19.3 Ex. 3: Comprehensive Plan Land Use Designation;
 - 19.4 Ex. 4: Legal Notice of Open Record Public Hearing;
 - 19.5 Ex. 5: Affidavit of Posting and Land Use Action Signs;
 - 19.6 Ex. 6: SEPA MDNS;
 - 19.7 Ex. 7: Rezone Application;
 - 19.8 Ex. 8: Rezone Application Narrative; and
 - 19.9 Ex. 9: Staff Report
20. Appearing and testifying was Joseph Hctor, property owner and applicant. Mr. Hctor indicated that the proposed Condition of Approval was acceptable.
21. No member of the public testified at the hearing.
22. The proposal is appropriate in design, character and appearance with the goals and policies for the land use designation in which the proposed use is located.
23. The proposal will be served by adequate facilities including access, fire protection, water, storm water control, and sewage disposal facilities.
24. Any Conclusion of Law that is more correctly a Finding of Fact is hereby incorporated as such by this reference.

II. RECOMMENDED CONCLUSIONS OF LAW

1. The Hearing Examiner has been granted authority to render this recommended Decision.
2. As conditioned, the proposed use is consistent with the intent, purposes and regulations of the City of Ellensburg Municipal Code and Comprehensive Plan.
3. As conditioned, the proposal will conform to the standards specified in City of Ellensburg.
4. As conditioned, the use will comply with all required performance standards as specified in City of Ellensburg Municipal Code.
5. As conditioned, the proposed use will not be contrary to the intent or purposes and regulations of either the City of Ellensburg Municipal Code or the Comprehensive Plan.
6. As conditioned, this proposal does comply with Comprehensive Plan, the Shoreline Master Program, the zoning code and other land use regulations, and SEPA.
7. Any Finding of Fact that is more correctly a Conclusion of Law is hereby incorporated as such by this reference.

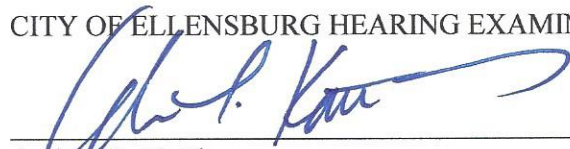
III. RECOMMENDED DECISION

The Hearing Examiner found the proposal to be consistent with the criteria outlined in 15.250.060 pertaining to rezones. As such, the Hearing Examiner recommends approval to the City Council of the rezone request from Residential Office (R-O), to Commercial Highway (C-H) zoning with the following condition:

1. The applicant shall adhere to any requirements related to any future development approvals, including meeting all requirements of utility providers, City departments, and affected districts, as outlined in adopted City Codes and other regulatory documents.

Dated this 18 day of March, 2021.

CITY OF ELLENSBURG HEARING EXAMINER



Andrew L. Kottkamp



COMMUNITY DEVELOPMENT DEPARTMENT
501 N. Anderson St., Ellensburg WA 98926

STAFF REPORT

TO: Andy Kottkamp, City of Ellensburg Hearing Examiner

FROM: Jamey Ayling, Planning Manager
City of Ellensburg Community Development Department

RE: Open Record Public Hearing for Rezone Application P20-125, from Residential Office (R-O) to Commercial Highway (C-H) Zoning, Submitted by Joseph Hctor, property owner.

DATE: Wednesday, March 17, 2021, 10:00 am via Zoom.

I. GENERAL INFORMATION

Applicant: Joseph Hctor, property owner.

Requested Action: The applicant seeks to rezone the subject property from Residential Office (R-O) to Commercial Highway (C-H) for the purpose of expanding the allowable uses on site for future tenants. A State Environmental Policy Action (SEPA) Determination of Mitigated Non-Significance (MDNS) was issued for the parcels on January 26, 2021 for the site specific rezone.

Location: The parcels are located on the south side of Vantage Highway, east of Vista Road, in Ellensburg; Kittitas County Assessor's Parcel ID#'s 108636 and 764134; addressed 1500 Vantage Highway (**Exhibit A**).

II. BACKGROUND AND SITE INFORMATION

Site History: The two parcels are currently developed with a 24 x 36 metal building and a billboard. The property is bordered by a combination of Residential-Office and Public Reserve zoning to the west; Residential Office to the east; and across Vantage Highway there is unincorporated low density residential property to the north and Commercial-Highway to the northeast.

The parcels' southern border is the Palouse to Cascades trail (formerly the John Wayne Trail). The trail provides separation between the property and unincorporated single family residential and pasture area to the south of the property.

In 1978, the parcels were annexed into the City of Ellensburg. At that time, the property was zoned Residential-Office (R-O).

Site Characteristics: The site topography is relatively flat and the site has been used as a residence in the past.

Surrounding Properties: A zoning map of the surrounding properties is attached as **Exhibit B**. The zoning of the surrounding properties is further described below.

North: The properties to the north, on the other side of Vantage Hwy, are zoned Residential Suburban, and consist of single-family dwellings and undeveloped land.

South: The southern border is the Palouse to Cascades trail. The trail provides separation between the subject properties and the unincorporated properties to the south which are zoned Rural-5 by Kittitas County and consist of single-family dwellings and pasture.

East: The properties to the east are zoned Residential Office (R-O) and consist of a City of Ellensburg Power Substation.

West: The properties to the west are zoned Residential-Office (R-O) and consist of church building.

Access: Access to the property is from Vantage Highway.

Zoning and Development Standards, ECC Title 15: Ellensburg City Code (ECC) Table 15.310.040, *Heavy Services* – indicates that automotive accessory installation, contractors and heavy retail is not a permitted use in the Residential-Office zone, however this type of use is permitted in Commercial Highway (C-H) zones.

Comprehensive Plan Designations: A map of the comprehensive plan future land use designations is attached as **Exhibit C**. This parcel is designated Community Mixed Use which accommodates for a combination of commercial and/or office activities. This designation is the same as all other nearby parcels that are zoned Commercial Highway.

Access: Access to the parcel is available via Vantage Hwy which is classified as a Principal Arterial.

Public Comments: During the SEPA notification process, no comments specific to the rezone request were received. Subsequent to the SEPA environmental review, public notice and distribution of the site specific rezone request was undertaken.

Notice of the open record public hearing (**Exhibit E**) was published in the legal section of the Daily Record on February 20, 2021, and the site was posted with a land use action signs on February 19, 2021 (**Exhibit F**). On February 18, 2021 notice of the rezone was

mailed to property owners within 300 feet of the proposed site (**Exhibit D**). As of the date of this staff report no comments have been received.

III. ENVIRONMENTAL (SEPA) REVIEW

The applicant submitted the required SEPA checklist for review, which was processed as follows:

SEPA Checklist Submitted:	12/09/20; add. info 12/15/21
Determination of Completeness:	12/21/20
Notice to Property owners:	01/06/21
SEPA Threshold Determination	01/26/21

The City of Ellensburg departments commented on the SEPA request, but had no comments specific to the rezone.

A SEPA **Mitigated Determination of Non-Significance (MDNS)** was issued on January 26, 2021 (**Exhibit G**), for the non-project site specific rezone.

IV. PROJECT ANALYSIS

A. Ellensburg City Code Requirements for Site-Specific Rezone

Per Ellensburg City Code, site-specific rezone applications are subject to the Type IV review process, and the Hearings Examiner provides a recommendation to City Council after holding an open record public hearing. The Hearings Examiner must find that the application is in compliance with the decision criteria in ECC 15.250.060.

The criteria for consideration of a site specific rezone are set forth in ECC 15.250.060(C). The applicant has the burden of establishing that all of the following criteria apply to the proposed rezone:

1. Conditions have changed since the imposition of the zoning classification on the property;
2. The proposed rezone bears a substantial relationship to the public health, safety, morals, and general welfare;
3. The proposed rezone is consistent with the comprehensive plan;
4. The proposed rezone to a particular zoning district shall be consistent with the development standards in the Land Development Code for the zoning district.

B. Analysis of Criteria for a Site-Specific Rezone

The applicant has submitted an application (**Exhibit K**) with a narrative (**Exhibit L**) addressing the rezone criteria found in ECC 15.250.060(C). The applicant seeks Commercial Highway (C-H) zoning in order to provide additional opportunities for

potential tenants to utilize the existing shop building on site. The information submitted by the applicant is followed by staff analysis.

- A. Conditions have changed since the imposition of the zoning classification on the property.

Applicant narrative: *In 1978 the property was annexed and zoned Residential Office. At that time the property included a residence. A 24 x 26 metal shop building was constructed in 1985. The residence has since been removed from the property and contains only the shop building which lends the property to a commercial use.*

Staff analysis: In 1978, this property was annexed into the City of Ellensburg and the property was subsequently zoned Residential-Office (R-O). At the time of annexation the property was in use as a residence and the comprehensive plan land use designation was Mixed Residential. The current comprehensive plan land use designation for this property is community mixed use. The site specific rezone request is consistent with the community mixed use land use designation.

- B. The proposed rezone bears a substantial relationship to the public health, safety, morals, and general welfare.

Applicant narrative: *By rezoning the property to allow a commercial use would be safer than a residence on the property with the proximity of the highway which has a high quantity of vehicular trips and the non-residential uses to the east and west of the subject property. It would be in the best interest of the city to rezone the property to a commercial designation.*

Staff analysis: The rezone to Commercial Highway (C-H) will allow the existing facility to conform with Ellensburg City Code while expanding opportunities for commercial uses at the same time in an area suited for commercial activity. This will support the public health, safety, and general welfare of the community.

- C. The proposed rezone is consistent with the comprehensive plan.

Applicant narrative: *The comprehensive plan designation is community mixed use which is consistent with the property across the street. The properties across the street are also community mixed use and zoned highway commercial.*

Staff analysis: The current comprehensive plan land use designation for this parcel is Community Mixed Use, which is consistent with the rezone request to Commercial Highway (C-H) (**EXHIBIT C**).

In addition, staff finds the request for Commercial Highway (C-H) zoning to be in keeping with the following goals, policies and programs of the current Comprehensive Plan:

Goal ED-2, “Stimulate and diversify Ellensburg’s economy.”

Policy A, “Encourage growth that will provide goods and services to the local and regional community.”

Policy B, “Promote the retention and expansion of existing businesses as well as the development of new businesses.”

- D. The proposed rezone to a particular zoning district shall be consistent with the development standards in the LDC for the zoning district.

Applicant narrative: *The change to Commercial Highway would be consistent with the development standards in the Land development code. The pole building shop would conform to the standards and not be considered a non-conforming use. As the building exists it complies with setbacks and height restrictions of the CH zone.*

Staff analysis: Staff finds the rezone proposal consistent with the purpose and standards of Commercial Highway (C-H) zoning as set forth in ECC 15.300.050(C).

The Commercial Highway (C-H) zone purpose, to accommodate diversified commercial establishments. The purpose of the Commercial Highway (C-H) zone is accomplished by:

1. Allowing commercial uses that serve the traveling public;
2. Providing the opportunity for regional retail uses in specific areas deemed appropriate for such uses; and
3. Providing standards and guidelines that enhance the appearance and function of commercial-tourist uses and their compatibility with surrounding uses;
4. Use of this zone is appropriate for areas that meet both of the following criteria:
 - a. Areas designated general commercial services and community mixed use in the comprehensive plan; and
 - b. Areas located within one-half-mile radius of the center of Interstate 90 interchange.

The applicant seeks Commercial Highway (C-H) zoning to expand opportunities for potential tenants of the property to a heavy retail / heavy service use which otherwise would be prohibited in the Residential Office (R-O) zone. The applicant will be responsible for meeting all development standards under the Land Development Code.

V. RECOMMENDATION

Staff finds the proposal to be consistent with the criteria outlined in 15.250.050 pertaining to rezones. As such, staff recommends that the Hearing Examiner recommend approval of the rezone request, from Residential Office (R-O), to Commercial Highway (C-H) zoning to the City Council with the following condition:

- A. The applicant shall adhere to any requirements related to any future development approvals, including meeting all requirements of utility providers, City departments, and affected districts, as outlined in adopted City Codes and other regulatory documents.

EXHIBITS:

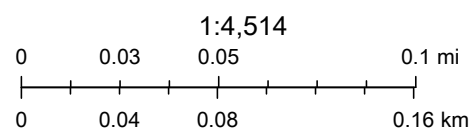
- A. Location Map
- B. Current Zoning Map
- C. Comprehensive Plan Land Use Designation
- D. Area of Notification Map
- E. Legal Notice of Public Hearing
- F. Land Use Action Sign and Affidavit of Posting
- G. SEPA MDNS
- H. Rezone Application
- I. Rezone Application Narrative

Exhibit 2.A Location Map



2/24/2021, 9:16:52 AM

-  Override 1
-  Urban Growth Area
-  City Limits



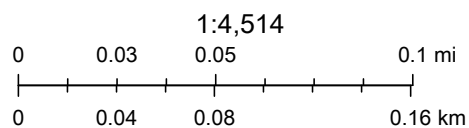
© OpenStreetMap (and) contributors, CC-BY-SA

Exhibit 2.B Zoning Map



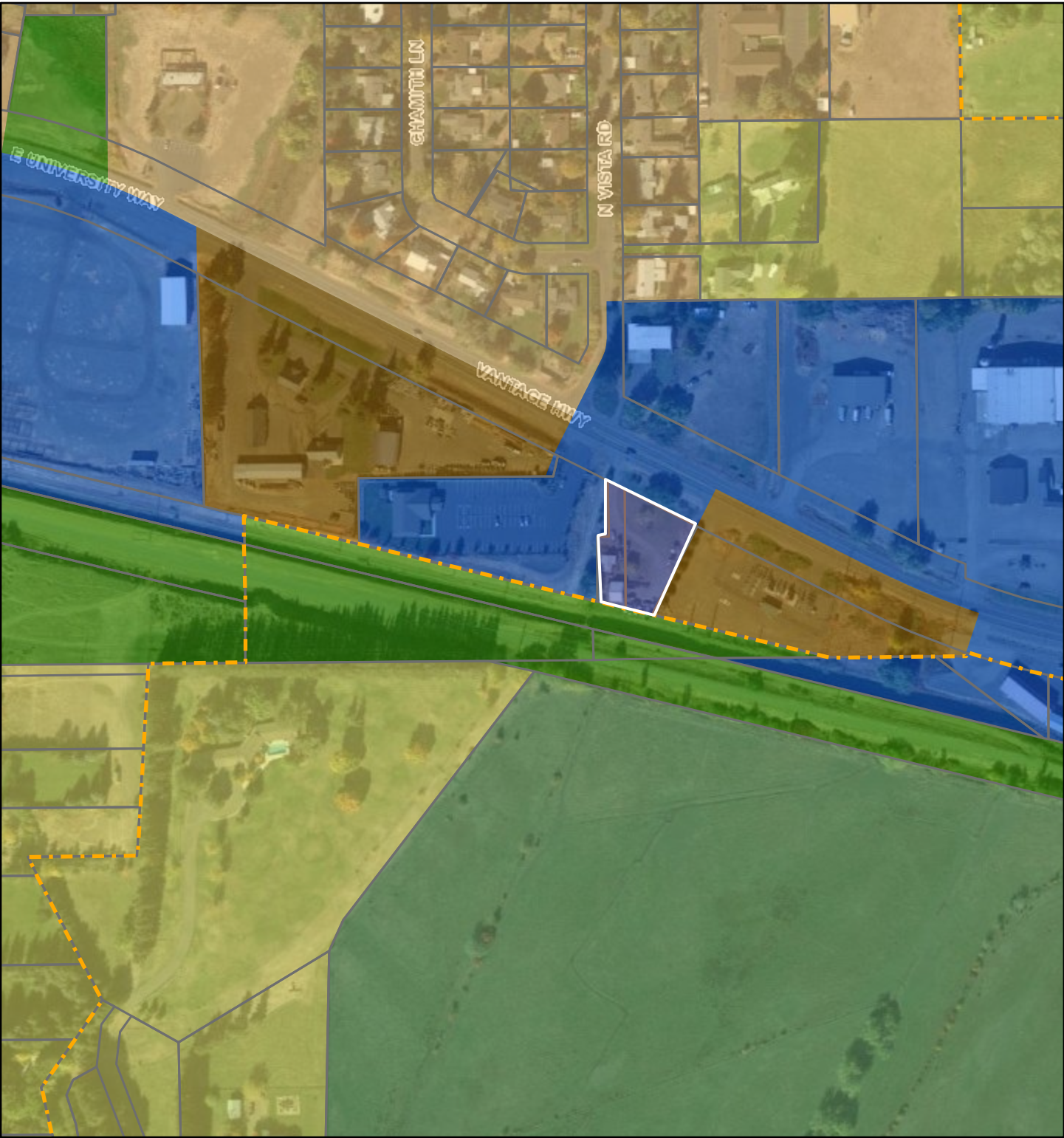
2/24/2021, 9:22:55 AM

- | | | | |
|--|-------------------|---|----|
|  | Override 1 |  | RL |
|  | Urban Growth Area |  | RO |
|  | City Limits |  | CH |
| | |  | PR |
| Zoning | | | |
|  | RS | | |



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Exhibit 2.C Future Land Use Designation



2/24/2021, 9:26:18 AM

- Override 1

Urban Growth Area

City Limits

Future Land Use Designations

Residential neighborhood

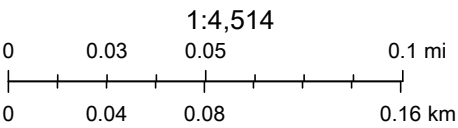
Blended residential neighborhood

Community mixed use

Public/institutional

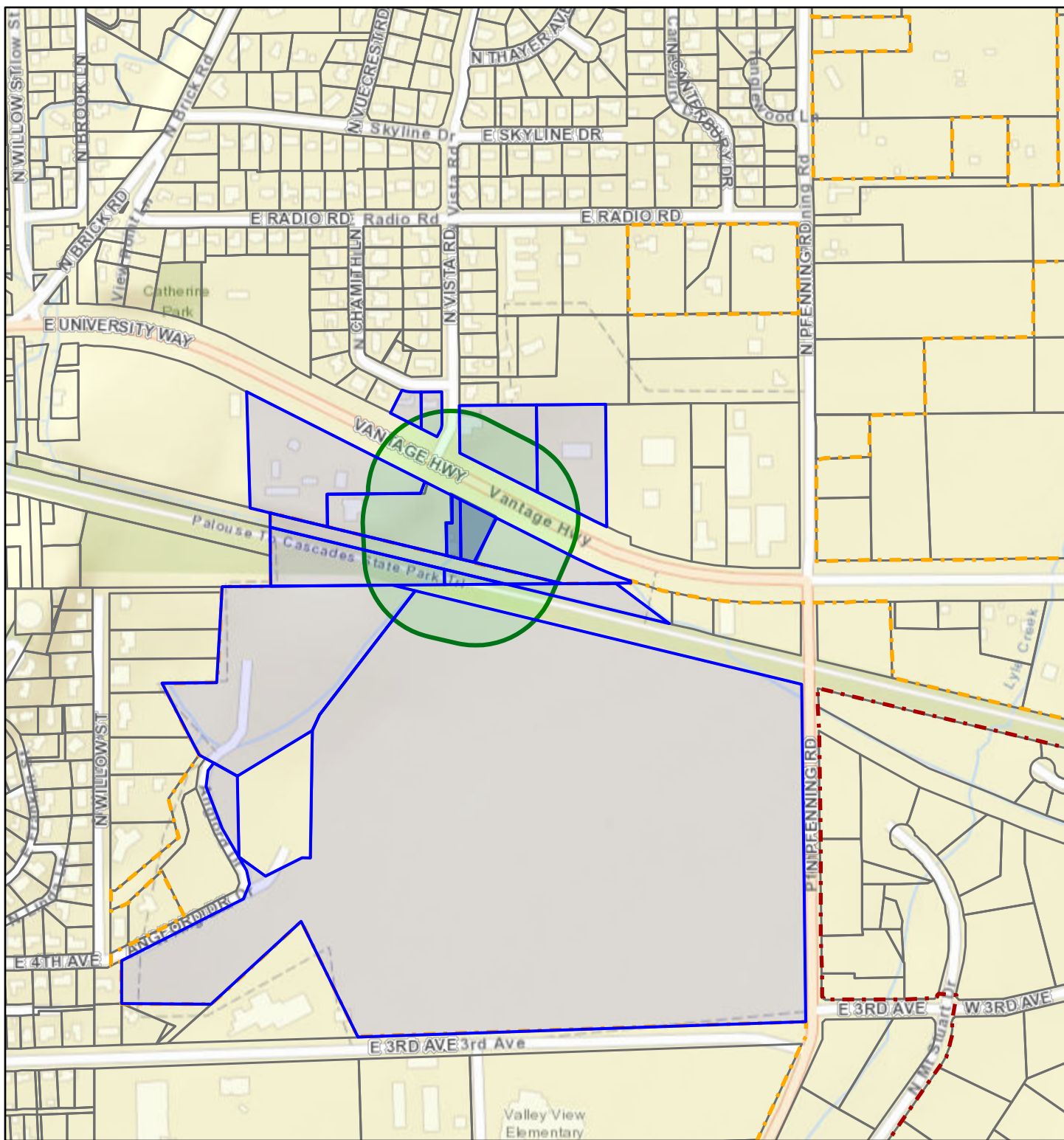
Open space (pvt/non-city owned)

Parks and open space



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Exhibit 2.D Area Notification Map



2/24/2021, 9:46:39 AM

 Override 1
 Urban Growth Area
 City Limits

1:9,028

City of Yakima, City of Ellensburg GIS, County of Kittitas, Bureau of Land Management, Esri, HERE, Garmin, INCREMENT P, Intermap, NGA, USGS

DAILY RECORD/KITTITAS PUB
 C/O IDAHO STATE JOURNAL RECEIVABLES
 PO BOX 1570
 POCATELLO ID 83204
 (509) 925-1414
 Fax (509) 925-5696

ORDER CONFIRMATION

Salesperson: MEGAN WOODRUFF

Printed at 02/19/21 10:09 by mwol8

Acct #: 84015

Ad #: 2043835

Status: New WHOLD

ELLENSBURG, CITY OF - CLERK
 501 N. ANDERSON
 ELLENSBURG WA 98926

Start: 02/20/2021 Stop: 02/20/2021
 Times Ord: 1 Times Run: ***
 STD6 2.00 X 5.31 Words: 300
 Total STD6 10.62
 Class: 0001 LEGAL NOTICES
 Rate: LEG3 Cost: 93.46
 # Affidavits: 1

Contact: BETH LEADER
 Phone: (509) 925-8614
 Fax#:
 Email: leaderb@ci.ellensburg.wa.us
 Agency:

Ad Descrpt: N/PUBLIC HEARING P20-125
 Given by: JAMEY AYLING
 P.O. #: P20-125/J AYLING
 Created: mwol8 02/19/21 10:05
 Last Changed: mwol8 02/19/21 10:08

PUB ZONE EDT TP RUN DATES
 DR A 97 S 02/20
 DRWN LEG3 97 S 02/20

AUTHORIZATION

Under this agreement rates are subject to change with 30 days notice. In the event of a cancellation before schedule completion, I understand that the rate charged will be based upon the rate for the number of insertions used.

Quote from Daily Record/Kittitas County Publishing (509) 925-1414
 This ad will run as quoted unless cancellation is received. Please contact your sales rep 24 hours prior to first run date to cancel order.

Name (print or type)

Name (signature)

(CONTINUED ON NEXT PAGE)

DAILY RECORD/KITTITAS PUB
C/O IDAHO STATE JOURNAL RECEIVABLES
PO BOX 1570
POCATELLO ID 83204
(509) 925-1414
Fax (509) 925-5696

ORDER CONFIRMATION (CONTINUED)

Salesperson: MEGAN WOODRUFF

Printed at 02/19/21 10:09 by mwol8

Acct #: 84015

Ad #: 2043835

Status: New WHOLD WHOI

**NOTICE OF A PUBLIC HEARING
REZONE REQUEST**

NOTICE IS HEREBY GIVEN that the Hearing Examiner for the City of Ellensburg will hold an open record public hearing at **10:00 am on Wednesday, March 17, 2021** held through remote attendance, to consider a Rezone application (P20-125) submitted by Joseph Hctor. The Rezone request is for a .47-acre property identified by Parcel ID #'s 108636 & 764134, addressed as 1500 Vantage Hwy, Ellensburg. The applicant seeks to have it rezoned from Residential Office (R-O) to Commercial Highway (C-H).

NOTICE IS FURTHER GIVEN that all persons interested in this matter may attend the remote meeting by contacting staff no later than 9:00 am Wednesday March 17, 2021. An email link or phone number will be provided which will allow for electronic attendance at the public hearing. Written comments may be filed with the Community Development Dept, City Hall, 501 N. Anderson St., Ellensburg, WA 98296, attention: Planning Manager Jamey Ayling, or to his email: aylingj@ci.ellensburg.wa.us. **Comments must be submitted in writing by 5:00 pm on Thursday, March 11, 2021 in order to be included in the staff report provided to the Hearing Examiner in advance of the hearing. Any comments received after this date and time will be provided to the Hearing Examiner at the meeting itself. However, all interested persons may participate at the remote public hearing at 10:00 am on Wednesday March 17, 2021 to be heard for or against this matter.**

The City of Ellensburg strives to make our meetings and activities readily accessible by individuals with disabilities. Please furnish your request in sufficient time for the City to provide a reasonable accommodation. A "Request for Accommodation" form may be obtained from the City Clerk (First Floor - City Hall) or by calling 509-925-8614.

PUBLISH: Daily Record: February 20, 2021


COMMUNITY DEVELOPMENT DEPARTMENT

501 N. Anderson St, Ellensburg WA 98926

Land Use Permitting (509) 962-7231

Construction Permitting (509) 962-7239

Kirsten Sackett, Director

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

AFFIDAVIT OF POSTING

The Ellensburg City Code requires that all Type IV Projects (such as site-specific Rezones) shall have a notice posted at the site of the project. Per ECC 15.220.050, the following shall apply:

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

DATE: February 19, 2021	PLANNER: Jamey Ayling, Planning Manager
PROJECT NAME: Rezone of Parcels 108636 & 764134, from R-O to C-H	FILE NUMBER: P20-125

PLEASE COMPLETE THE FOLLOWING:

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

Signature

Date

2.22 20 21

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





COMMUNITY DEVELOPMENT DEPARTMENT
501 N. Anderson St., Ellensburg, WA 98926

**State Environmental Policy Act (SEPA)
FINAL DETERMINATION OF NON-SIGNIFICANCE (DNS)**

Proponent: Joseph Hctor, Property Owner

Location: The parcels are located at 1500 Vantage Hwy, on the south side of Vantage Hwy near the Intersection with N. Vista Road, parcel ID #'s 108636 and 764134.

Description: A non-project, site-specific Rezone on Vantage Highway in Ellensburg. The applicant seeks a Rezone from Residential Office (R-O) to Commercial Highway (C-H) Zoning on this approximately 0.5-acre property, which can be further identified by **Parcel ID #'s 108636 & 764134.**

Lead Agency: City of Ellensburg

File #: P20-124

The lead agency for this proposal has determined that the proposed rezone does 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); There is no further comment period on the DNS. Any action to set aside, enjoin, review, or otherwise challenge this administrative SEPA action on the grounds of noncompliance with the provisions of Chapter 43.21C RCW shall be made to the Hearings Examiner within 14 days of this decision.

Responsible Official: Kirsten Sackett
Title: Community Development Director
Address: City of Ellensburg
Community Development Dept.
501 N. Anderson St.
Ellensburg WA 98926
Phone: (509) 962-7232 Fax: (509) 925-8655

Date: 1-26-21 **Signature:** Kirsten Sackett

Pursuant to ECC 15.270.200 the city of Ellensburg establishes administrative appeal procedures which are contained in ECC 15.230.040, which shall be made to the Hearing Examiner, as applicable to the matter being appealed.



Site Specific Rezone Permit Application Form

RECEIVED

DEC 09 2020

PA-04

APPLICATION DEVELOPMENT

Community Development Department

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

A pre-application meeting is required prior to submitting a Rezone application. Site-specific rezones to change the current zoning of a property to a new zoning category that is consistent with the comprehensive plan land use designation for the property are reviewed as Type IV processes. Type V reviews involve the legislative revisions to the zoning map for area-wide changes including comprehensive plan updates and those proposed to implement subarea plans.

Application Fee: \$1200 (Pre-App Fee: \$500 may be applied here also) + \$600

In addition to the existing application fee, the applicant shall be required to pay a \$600 Hearing Examiner fee. If the Hearing Examiner fee is less than \$600, the difference shall be returned to the applicant. If the Hearing Examiner fee exceeds \$600, the additional cost shall be billed to and paid by the applicant.

The Planning Division will be unable to accept your Rezone Application if you fail to provide ALL of the following required material.

OFFICIAL USE ONLY:

Staff Person:	AW
Date Submitted:	12/9/20
Fee Total:	\$1800 ⁰⁰
FILE #:	P20-125
Associated Permit File #:	P20-124

PROPERTY OWNER: (Note: If the Applicant is not the Owner, attach written authorization from the legal owner(s).)

Legal Owner Name(s):	JOSEPH R HOCTOR	Day Phone:	509-925-2862
Mailing Address:	602 E 5TH ELLensburg WASH 98926		
E-mail:	JOE-CINDY@CHARTER.NET	Cell Phone:	N/A

*APPLICANT:

☒ Owner

☐ Contractor

☐ Tenant

☐ Other

Name:	SAME	Day Phone:	
Mailing Address:			
E-mail:		Cell Phone:	

CONTACT PERSON:

☐ Owner

☐ Contractor

☐ Tenant

☐ Other

Name:		Day Phone:	
Mailing Address:			
E-mail:		Cell Phone:	

PROJECT INFORMATION:

Parcel Number(s) of Site:	108036 + 764134		
Site Address (if any):	1500 VANTAGE HWY ELLensburg WASH 98926		
Current City Zoning Designation :	R-0	Requested City Zoning Designation :	C-H

(OVER)

PROJECT INFORMATION:

Ellensburg City Code 15.250.060 requires that application for site specific rezone amendments to the zoning district map may only be approved if/all the following criteria are satisfied. Please include responses as an attachment.

(INCLUDE RESPONSES AS AN ATTACHMENT TO THIS APPLICATION)

1. Narrative project description (include as attachment): Please include at a minimum the following information in your description: describe project size, location, and all qualitative features of the proposal; include every element of the proposal in the description.

2. Applicant for rezone must demonstrate that the following criteria are met (attach additional sheets as necessary):

A. Conditions have changed since the imposition of the zoning classification on the property.

B. The proposed rezone bears a substantial relationship to the public health, safety, morals, and general welfare.

C. The proposed rezone is consistent with the comprehensive plan; and

D. The proposed rezone to a particular zoning district shall be consistent with the development standards in the LDC for the zoning district. :

Applicants may propose conditions to be imposed on the site specific rezone in order to mitigate any detrimental effect the rezone might have on uses or property in the immediate vicinity of the proposed rezone. Any conditions imposed by the city on the rezone shall be incorporated in a development agreement executed by the city council and the property owners(s), under the procedures set forth in RCW 36.70B.170 through 36.70B.170 through 36.70B.200 and ECC Chapter 15.380 (Development Agreements)

The burden of this demonstration is on the rezone applicant.

3. Site Plan Requirements:

The proposed project and dimensions in relation to the property boundaries. Show how the property is located in reference to existing streets, alleys and sidewalks.

The proposed project and dimensions in relation to all existing and proposed development on the property. Show all existing buildings or structures on subject property and those proposed to be located on property with setback dimensions and distances between buildings.

Show present and additional "off-street" parking, if required.

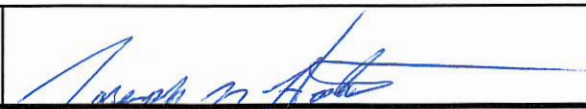
(The site plan shall be legibly drawn to a minimum scale of 1:20 on substantial paper a minimum 11" x 17" size)

SIGNATURE OF LEGAL OWNER or REPRESENTATIVE AS AUTHORIZED BY THE LEGAL OWNER:

I, JOSEPH R. HOLTOR, (print name) affirm that the above responses are made truthfully and to the best of my knowledge. I hereby apply for this permit application and acknowledge that I have read this application and state that the information is correct and that I agree to comply with all city ordinances pertaining to this permit if granted.

I further affirm that I am the owner of record of the area proposed for the above-identified land use action or, if not the owner, attached herewithin is written permission from the owner(s) authorizing my actions on his/her/their behalf.

Signature of Legal Owner:
(or Authorized Agent)

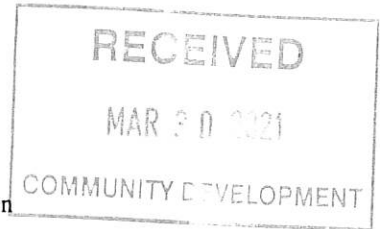


Date:

10.9.20

Exhibit 2.I

1. The request is to rezone approximately 1/2 acre of property from Residential Office to Highway Commercial. The property is addressed as 1500 E Vantage Hwy and located on the south side of Vantage Highway west of the City of Ellensburg power substation. The site contains a metal shop building capable of housing commercial uses and a billboard near the highway. By rezoning to commercial highway will allow for a greater variety of potential uses and options to rent the facility.
2.
 - A. In 1978 the property was annexed and zoned Residential Office. At that time the property included a residence. A 24x 36 metal shop building was constructed in 1985. The residence has since been removed from the property and contains only the shop building which lends the property to a commercial nature.
 - B. By rezoning the property to allow a commercial use would be safer than a residence on the property with the proximity of the highway which has a high quantity of vehicular trips and the non-residential uses to the east and west of the subject property. It would be in the best interest of the city to rezone the property to a commercial designation.
 - C. The comprehensive plan designation is community mixed use which is consistent with the property across the street. The properties across the street are also community mixed use and zoned highway commercial.
 - D. the change to Commercial Highway would be consistent with the development standards in the Land development code. The pole building shop would conform to the standards and not be considered a non-conforming use. As the building exists it complies with setbacks and height restrictions of the CH zone.



AFFIDAVIT OF PUBLICATION

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

ELLENSBURG, CITY OF - CLERK

N/CLOSED RECORD P20-125

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

03/25/2021

All dates inclusive and that such newspaper were regularly distributed to its subscribers during all of said period. That the full amount of the fee charged for the foregoing publication is the sum of \$103.14 the rate of \$8.8 per column inch for each insertion.

Michelle Bowman
Subscribed to me this 25 day of March in the year of 2021.

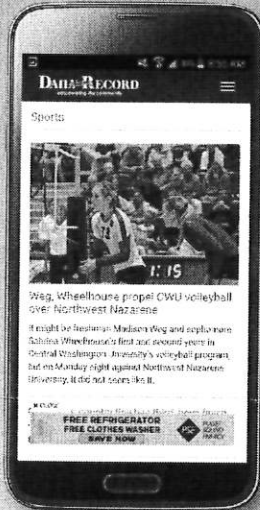
Duby J. Petit
Printed Name

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

Duby J. Petit
Signed Name



Old School meets New School



Digital delivery made easy.
Simply visit DailyRecordNews.com on any mobile device.

No downloading.

ATTENTION: If you or a loved one worked around the pesticide Roundup (glyphosate) for at least two years & were diagnosed with non-Hodgkin's lymphoma, you may be entitled to compensation. To learn more, call now 844-721-2112.

DO YOU OWE OVER \$10,000 — the IRS in back taxes? Our firm works to reduce the tax bill or zero it out completely FAST. Let us help! Call 888-886-1400 (Hours: Mon-Fri 7am-5pm PST).

GENERAC Standby Generators provide backup power during utility power outages, so your home and family stay safe and comfortable. Prepare now. Free 7-year extended warranty (\$695 value). Request a free quote today! Call for additional terms and conditions. 1-888-674-7053

ELIMINATE OUTTER CLEANING FOREVER! LeafFilter, the most advanced debris-blocking gutter protection. Schedule a FREE LeafFilter estimate today. 15% off Free Purchase. 10% Senior & Military Discounts. Call 1-888-360-1562

Legals

Legals

NOTICE OF A CLOSED RECORD PUBLIC HEARING REZONE REQUEST

NOTICE IS HEREBY GIVEN that a closed record hearing before the Ellensburg City Council has been set for Monday, April 19, 2021 at 7:00 pm. Please note that due to the current State of Emergency for Washington State, this meeting will be held through remote attendance by the City of Ellensburg City Council, applicant and the public. Under consideration is a Rezone Application (P20-125) submitted by Joseph Hector, property owner. The Rezone request is for two parcels totaling .47 acres, identified as Parcel ID #s 108636 & 764134, addressed as 1500 Vantage Hwy, Ellensburg. The applicant seeks to rezone the properties from Residential Office (R-O) to Commercial Highway (C-H).

NOTICE IS FURTHER GIVEN that all persons interested in the matter may attend the REMOTE meeting by contacting Staff no later than 5:00 pm on Monday, April 19. An email link, or phone number will be provided which will allow for electronic attendance at the public hearing. Be advised that no new testimony will be considered by City Council, as the closed record hearing shall be limited to the record established in the open record hearing held by the Hearing Examiner.

The submitted application and file documents may be examined by the public by visiting the City of Ellensburg Community Development Department webpage at <https://www.ci.ellensburg.wa.us/623/Public-Notices/Current-Projects>.

Questions about this Rezone may be directed to Jamey Ayling in the Community Development Department, 501 N. Anderson St., or via email jayling@ci.ellensburg.wa.us

The City of Ellensburg strives to make our meetings and activities readily accessible by individuals with disabilities. Please furnish your request in sufficient time for the City to provide a reasonable accommodation. A "Request for Accommodation" form may be obtained from the City Clerk (First Floor-City Hall).

PUBLISH: Daily Record March 25, 2021

Lost & Found
Ellensburg:

Lost Necklace
Lost: diamond necklace in a drawing pouch at First Meyer parking lot or inside. \$200 reward. If found, please call Ruth at (509) 899-4790.

Personals

DONATE YOUR CAR TO CHARITY. Receive maximum value of write off for your taxes. Running or not! All conditions accepted. Free pickup. Call for details. 855-635-4229.

Miscellaneous

ELIMINATE OUTTER CLEANING FOREVER! LeafFilter, the most advanced debris-blocking gutter protection. Schedule a FREE LeafFilter estimate today. 15% off Free Purchase. 10% Senior & Military Discounts. Call 1-888-360-1562

Legals

Legals

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PUBLISH: Daily Record March 25, 2021

Legals

Legals

Washington State Parks invitation for bid

Seeking to negotiate a one-time bid for the removal and transport of approximately twenty cords of varied species of decked logs located at Lake Enaton State Park, Kittitas County, WA pre bid walk through will be held May 4th, 2021 at 10AM. For bidder packet email Billie.Mancini@parks.wa.gov

PUBLISH: March 16, 17, 18, 20, 23, 24, 25, 27, 30, & 31, 2021 and April 1, 3, 6, & 7, 2021

Public Notice - HopeSource New Build RFP

HopeSource is a private, nonprofit organization that has provided a wide range of human services to the people of Kittitas County since 1956. HopeSource is seeking qualified contractors to design and build a 5 unit multi-family property on a single lot in Ellensburg, Kittitas County. The project has public funding so prevailing wage will be required for all final bids. Presently we are requesting design proposals, and approximate pricing per square foot. The awarded applicant will then be given another two weeks to supply a comprehensive package including cost details and schedule to completion. Interested General Contractors and Developers are encouraged to contact info@hopesource.org With Addison Place as the subject for further details and to receive a copy of the request for proposal (RFP). Due date for the RFP is April 6th, 2021, at 4 pm. Contractors categorized under Women and Minority Business Enterprises (WMBE) are encouraged to submit bids. HopeSource is an Equal Opportunity Employer and does not discriminate on the basis of race, color, national origin, religion, age, marital status, mental status, sexual orientation, gender identity or handicapped status in the employment or provision of services.

PUBLISH: Daily Record: March 25, 27, 30, & 31, 2021 and April 1, 3, & 6, 2021

Legals

Legals

NOTICE TO SUBCONTRACTORS AND MATERIALMEN

The State of Washington, Department of Natural Resources, acting by and through the Department of Enterprise Services, Facility Professional Services, hereby advises all interested parties that Contract No. 2020-767 G (1-1) for Cle Elum Work Center, Cle Elum, WA, with Ameresco, Inc., 222 Williams Ave, South, Suite 100, Renton, WA 98057, has been accepted as of March 23, 2021. The bid period for filing any liens against this contract's retained percentage is now in effect. Any liens filed after May 7, 2021 shall be filed as not valid.

State of Washington
Department of Enterprise Services
Facility Professional Services

PUBLISH: Daily Record: March 25, 2021

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DAILY RECORD
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COMMUNITY DEVELOPMENT DEPARTMENT

501 N. Anderson St, Ellensburg WA 98926

Land Use Permitting (509) 962-7231

Construction Permitting (509) 962-7239

Kirsten Sackett, Director

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

AFFIDAVIT OF POSTING

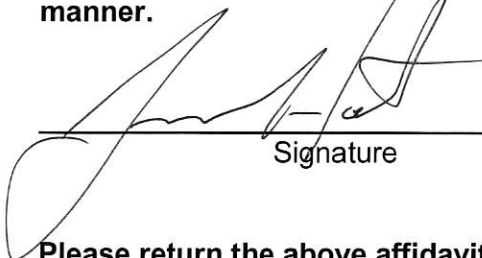
The Ellensburg City Code requires that all Type IV Projects (such as site-specific Rezones) shall have a notice posted at the site of the project. Per ECC 15.220.050, the following shall apply:

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

DATE: March 26, 2021	PLANNER: Jamey Ayling, Planning Manager
PROJECT NAME: Rezone of Parcels 108636 & 764134, from R-O to C-H	FILE NUMBER: P20-125

PLEASE COMPLETE THE FOLLOWING:

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



Signature

3.26 20 21
Date

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





CITY COUNCIL AGENDA REPORT

City Council Meeting Date: April 19, 2021

Item Title/Agenda Subject: Surplus Declaration Resolution - Ellensburg Business Incubator

Submitted by: John Akers City Manager Department

Recommended Action or Motion: Conduct the required public hearing and adopt the Resolution

Background/Summary: The following is information compiled from a report prepared for the EBDA by Carolyn Honeycutt who previously served as Executive Director of the EBDA:

The concept of a business incubator was established in the late 1950s in the United States, offering affordable office space and shared resources. A strong push nationwide in the mid-1980s by the US government and Small Business Administration (SBA) enhanced the original concept and expanded the concept and services offered. In 1989, The Ellensburg Business Incubator, built and owned by the City of Ellensburg, opened at 1000 Prospect Street off Dolarway Road. The initial intent of the facility was to assist new and/or struggling businesses with a promising future of growth with the following resources:

1. Manageable Rent: Below-market per square footage rental rates with incremental increases every six months. Ultimately, rent was to be brought up to local market rates before a business was encouraged to establish its own location within Ellensburg.
2. Useful Office Space: Office space, meeting rooms, restrooms, and office equipment with technical, electrical, plumbing, etc. needs accommodated for each tenant.
3. Business Loan Assistance: Small business microloans at a low-interest rate to incubator tenants; loan payments were reinvested back into financing the program's future resources.
4. Business Consulting Services: Financial advice and counseling, loan-packaging help, customized worker

training through workforce development partners, demographics and general research assistance, referrals to SCORE*, and Central Washington University resources and other assistance requested. *

**SCORE is a non-profit partner of the SBA that utilizes the largest network of expert business mentors who are dedicated to educating entrepreneurs and helping small businesses start, grow and succeed nationwide.*

In 1994, the City Council established the Ellensburg Business Development Authority (EBDA) and turned over management of the 8500-square foot facility and program over to them. The EBDA functioned as part of the Phoenix Group (a county-wide economic development non-profit) until it merged and contracted with the Chamber of Commerce in 2010, now operating on a county-wide basis as the Kittitas County Chamber of Commerce. The City of Ellensburg continued to provide maintenance and some grounds services. In 2017, the City cancelled its contract with the Chamber and moved the EBDA back into the City, which continued management of the facility and commenced a review of the operating procedures. In 2019 the EBDA established CenterFuse as its dba and with its new vision, mission, and values, reviewed the history, current facility and market conditions of the incubator.

- Prospective tenants were required to complete an application and provide a business plan. It is unclear how these were vetted and what criteria was utilized to determine the highest and best use of the incubator opportunity.
- **The facility was used as long-term rather than short-term space and rental rates were exceedingly below market and stayed there during their entire term of lease.** Several “start-up” businesses resided in the facility for over nine year, paying well below-market rental rates the entire lease term. In 2017 the EBDA analyzed the current market rate structure for Ellensburg and found most office space to rent at \$1.15/sf and retail to be at \$1.00/sf. As a note of comparison, Bellevue/Seattle rents average \$38/sf and Kent/Auburn averages \$23/sf. In 2017, the rental rates at the Incubator ranged from \$.20/sf to \$.40/sf. The EBDA made the strategic decision

to address these rates as leases terminated and also to not allow tenants to remain longer than five years, encouraging them to find new space starting in year three. Recently, when this strategy was put into action, the EBDA was able to connect a tenant with new space that was built to suit and they will be moving out at the end of their fourth year.

- **Business support services limited.** While providing support services was one of the primary goals of the incubator, it does not appear that many businesses received much support outside of controlled rents and facility space.
- **Limited usage as office space.** Because this building is zoned IH (Industrial-Heavy), its use as office space, which aligns with much of CenterFuse's tactics, is only allowed for office space connected with an existing tenants that fits with IH zoning.
- **Few tenants sustained businesses after leaving the incubator.** Of the prior occupants and not including the three current tenants, only four of the thirteen occupants remain licensed Washington businesses.

Since 2003, over \$220,000 has been invested by the EBDA, the City, and proceeds for the County's distressed county sales tax in maintenance, repairs and landscaping services. This is a conservative estimate as some repairs have been handled by EBDA and City staff for which hours were not tracked. As the building ages, additional resources may be necessary to maintain the building. In addition, staff time to manage the building is valued at approximately \$9,000 per year.

In today's business climate, the early models of incubators have not found success. In order for an incubator to impact new businesses of today, it is clear that significant resources and more guidance, in the form of advice, consulting, mentorship, and training, are necessary. However, research, and anecdotal observation, seem to indicate that even if those resources are available and taken advantage of, there is no guarantee that the incubator tenants will prove to be more successful than had they developed their businesses outside the incubator. Stronger frequency in turnover of tenants should be a goal, with most tenants finding permanent space within 1-3 years. This too would require more hands-on staffing.

In order to lessen both the financial and staffing burden of running an incubator that has limited capacity, it is the recommendation of CenterFuse for the City of Ellensburg to sell the incubator to CenterFuse for \$1, to allow CenterFuse to reinvest these resources into new projects. This reinvestment could include repurposing an underutilized facility for businesses that would bring in family-wage jobs through a public/private partnership. While this project has yet to be identified, a subcommittee of CenterFuse is currently in analysis of which project would provide the highest and best use of these resources.

Based on the CenterFuse recommendation, Council directed staff to take the steps necessary to offer the incubator for public sale and proceed with the sale. However, decisions relating to expenditure of sale proceeds was to be directed to economic development to be retained and managed by the City.

Previous Council Action:

At Council's March 15 regular meeting Council heard a presentation from EBDA/CenterFuse regarding the Ellensburg Business Incubator. The report recommended private sale of the incubator and associated property with a request to invest the proceeds of the sale in economic development activities currently being considered by the CenterFuse Board. After considerable discussion Council directed staff to proceed with the sale and bring recommendation back to the Council regarding how the sale proceeds might best be handled to ensure investment in economic development pursuits.

Analysis:

Ellensburg City Code Section 2.06 contains the requirements for surplus declaration of Real Property. This agenda report and the attached resolution contain the requisite information necessary to meet the requirements of City Code and Washington State Law. Appraisal of the subject property has been completed and the value obtained in the appraisal will set the minimum acceptable price for the property.

Financial Impact:

There is no financial impact associated with the surplus declaration. In the event the building is sold the resulting impact will be a positive revenue influx to a yet to be established economic development fund.

Attachments:

[Resolution Declaring Incubator Building Surplus 4-19-21](#)

RESOLUTION NO. 2021-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELLENSBURG, WASHINGTON, declaring as surplus to the City of Ellensburg's needs the real estate consisting of one parcel described below in more detail, and the building located on the parcel commonly referred to as the "Ellensburg Business Incubator."

WHEREAS, the Ellensburg Business Incubator is located at 1000 Prospect Street, Ellensburg, Kittitas County, Washington, consists of 2.12 acres identified by the Kittitas County Assessor's Office as Parcel No. 328736 ("Subject Property") and is legally described as:

ELLENSBURG INDUSTRIAL PARK; LOT 1; (INCL. LOT C & EXC. LOT B, SURVEY #520966); SEC. 34; TWP. 18; RGE. 18.;

and

WHEREAS, the City of Ellensburg ("the City") purchased the Subject Property in 1988 for the sum of \$489,800 with funding provided by from the United States Department of Commerce, Economic Development Administration ("EDA"); and

WHEREAS, the City constructed the building known as the Ellensburg Business Incubator on the Subject Property in 1989 utilizing Community Development Block Grant (CDBG) funding in the sum of \$108,000 provided by the Washington State Department of Commerce; and

WHEREAS, the Ellensburg Business Incubator consists of a 10,220 square foot multi-tenant office/warehouse building; and

WHEREAS, the City Council conducted a public hearing on April 19, 2021, in accordance with the provisions of Chapter 2.06 of the Ellensburg City Code ("ECC") for the purpose of declaring as surplus to the City's needs the subject property, including the Ellensburg Business Incubator, located at 1000 Prospect Street, Kittitas County, Washington; and

WHEREAS, the City believes the parcel and structure are marketable,

WHEREAS, public notice of the hearing was first published in accordance with the provisions of ECC 2.06.080(A)(2); and

WHEREAS, the City Council hereby finds the Subject Property, including the Ellensburg Business Incubator, to be surplus to the City's needs and no longer required for municipal purposes, and the disposition of such property shall be through a negotiated purchase process to be administered by the City Manager and consistent with Chapter 2.06 ECC that will best serve the common public benefit,

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

Section 1. The real property, Parcel No. 328736, along with the Ellensburg Business Incubator located thereon, are hereby declared surplus to the City of Ellensburg's needs and are no longer required for providing municipal services.

Section 2. The means of disposal for Parcel No. 328736 and Ellensburg Business Incubator shall be by any method authorized by Chapter 2.06 ECC and state law, and as administered by the City Manager.

Section 3. The real property identified as Parcel No. 328736 and Ellensburg Business Incubator are hereby declared surplus to the City of Ellensburg's needs and are no longer required for providing municipal utility services.

ADOPTED by the City Council of the City of Ellensburg this 19th day of April, 2021.

Mayor

ATTEST:

City Clerk



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: April 19, 2021

Item Title/Agenda Subject: Proposed Resolution to Approve Application for Final Plat Approval (P21-030) Tyler Glahn, Agent for Crytly Enterprises, Inc. Benjamin's Corner Subdivision.

Submitted by: Shannon Johnson Community Development

Recommended Action or Motion:

1. Approve the Benjamin's Corner plat as Final and authorize the Mayor to sign the final plat of Benjamin's Corner.
2. Approve the Resolution in support of Council's approval of the final plat of Benjamin's Corner and authorize the Mayor to sign the mylars for the final plat.

Background/Summary: The City has received a final plat application for the Benjamin's Corner Subdivision from Tyler Glahn, agent for Crytly Enterprises Inc., owner. The Benjamin's Corner plat is located at 26th Avenue in the City of Ellensburg. As proposed, the plat will create 14 single-family lots, ranging in size from 5,699 to 8,479 square feet, intended for single family-homes. The property is zoned Residential Suburban-Density (R-S) and is identified as such on the face of the plat.

Previous Council Action:

A closed record public hearing on the preliminary plat for the Benjamin's Corner Subdivision was held before the City Council on August 17, 2020. Based on the evidence and testimony presented at said public hearing, Council conditionally approved (as evidenced in the approved minutes of the August 17, 2020) the preliminary plat, which was confirmed with the adoption of Council Resolution No. 2020-22 on August 17, 2020. Council approved the Benjamin's Corner Preliminary Plat with the following conditions:

- a. Fulfillment of all City code required final plat design and construction requirements for on-site and off-site improvements prior to final plat approval.
- b. The applicant will meet the requirements of the Energy Services – Light Department discussed in its memorandum

dated February 13, 2020.

c. The applicant will meet the requirements of the Energy Services – Gas Department discussed in its memorandum dated January 31, 2020.

d. The applicant will meet the requirements of the Public Works Department discussed in its memorandums dated February 11, 2020 and July 6, 2020.

e. The applicant will meet the requirements of the Pre-Application Report Page Comments from the City of Ellensburg Fire Marshall dated February 4, 2020.

f. The applicant will meet the requirements of the Cascade Irrigation District (CID) as per CID's Pre-Application Comments dated February 10, 2020.

g. The applicant will meet the requirements of the SEPA Official's issuance of Determination of Non-Significance (DNS) dated May 13, 2020.

h. If applicable, the applicant may be required to obtain an NPDES Construction Storm Water General Permit from the Washington State Department of Ecology, as well as all other permits (site grading permit, SWPPP, etc.) that may be required as a result of plat development. Subdivision and land development activities shall follow the requirements of the Ellensburg City Code, including the Design Standards.

i. All requirements of utility providers, City departments, and affected districts must be satisfied, as outlined in adopted City Codes and other regulatory documents.

j. No certificates of occupancy shall be issued prior to completion of required public improvements in a manner acceptable to the City in its sole discretion. Issuance of any certificate of occupancy prior to full completion of any of the required improvements shall not be deemed to be a waiver of this section, and such issuance shall not stop the City or impair its ability to demand full completion of required improvements prior to issuance of any further certificates of occupancy.

Analysis:

With the preliminary plat approval granted by City Council on August 17, 2020, the expiration date for finalizing the plat is August 17, 2025. The applicant is now submitting the final subdivision application for review by City Council.

The requirements pertaining to final plat approval are found within ECC Sections 15.260.060 through 15.260.100.

Specifically, the decision criteria are found in 15.260.100D, which states the following:

D. Decision Criteria. A final subdivision application shall be approved if the subdivision proposed for approval:

- 1. Conforms to all of the preliminary subdivision terms and conditions of approval; and*
- 2. Meets all other applicable final subdivision requirements as set forth in Chapter 58.17 RCW, other applicable state laws, this chapter, and any other applicable city ordinances which were in effect at the time of preliminary subdivision approval.*
- 3. Approval and Inscription. The city council shall make written findings of fact relating to its decision on the final subdivision application. If the decision is to approve the final subdivision application, a specific written finding of fact shall also be made that:*
 - a. Appropriate provisions are made for the public health, safety, and general welfare and for such open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, natural gas mains and services, parks and recreation, playgrounds, schools and school grounds and all other relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school; and*
 - b. The public use and interest will be served by the approval of such subdivision and dedication.*
- 4. Upon approval of the final subdivision, the city council shall authorize the mayor to suitably inscribe and execute council's written approval on the face of the final subdivision plat drawing.*

E. Effect of Final Subdivision Approval. Any lots in a final

subdivision filed for record shall be a valid land use, notwithstanding any change in zoning laws, for a period of five years from the date of filing. A subdivision shall be governed by the terms of approval of the final subdivision, and the statutes, ordinances and regulations in effect at the time of approval under RCW 58.17.150(1) and (3) for a period of five years after final plat approval unless the city council finds that a change in conditions creates a serious threat to the public health or safety in the subdivision.

F. Time Frame for Approval. The final subdivision application, or portion thereof, shall be approved, disapproved, or returned to the applicant by the city within 30 days from the date of the application.

G. Recording. The final subdivision plat, in the form specified in this chapter, shall be recorded by the director with the Kittitas County Auditor within 10 working days after city council approval and shall be recorded in the presence of the applicant and with the cost of recording paid by the applicant. [Ord. 4656 § 1 (Exh. O2), 2013.]

On August 17, 2020, during the preliminary plat review process, the proposed subdivision was determined to be in conformance with the Land Development Code requirements pertaining to R-S zoning. During review of the final subdivision application, comments were received from three City departments which have been included in this report as Exhibits 4, 5 and 6. Staff has since found the final subdivision application for the Benjamin's Corner Subdivision to be in conformance with the conditions of approval for the preliminary plat, as well as with all adopted City Codes and other requirements. As required, the civil plans for this plat have been approved by the Public Works Department and the remaining public improvements will be covered by a bond posted by the applicant.

The final plat of the Benjamin's Corner Subdivision is ready for City Council action. Staff has provided a Resolution attached to this Agenda Report which incorporates the findings, conclusions and conditions of the original preliminary plat approval in the proposed Resolution.

Financial Impact:

None at this time.

Attachments:

Exhibit 1 Vicinity Map

Exhibit 2 Final Plat of Benjamin's Corner, Pages 1-2

Exhibit 3 Application Cover Page

Exhibit 4 April 5, 2021 memo from City of Ellensburg Community Development

Exhibit 5. April 6, 2021 memo from City of Ellensburg Public Works

Exhibit 6 April 6, 2021 memo from Cascade Irrigation District

P21-030 Benjamin's Corner Final Plat Resolution - Findings of Fact

P20-041 Benjamin's Corner Vicinity Location Map

CE 1/16 COR. SEC. 26,
TWP. 18N, RNG. 18 E., WM
IRON PIN FOUND



N.T.S.

LEGEND

FOUND IRON PIN
SET IRON PIN
PROPERTY LINE
FENCE
NON-INCLUSIVE EASEMENT
CENTERLINE
LOT LINE
STREET MONUMENT

MAINTENANCE OF PRIVATE STORMWATER FACILITIES:

THE STORMWATER FACILITY WITHIN THE BENJAMIN'S CORNER PLAT SHALL BE OWNED, OPERATED AND MAINTAINED BY THE OWNERS, HOMEOWNERS ASSOCIATION AND OR LOTS 1 THROUGH 14. THE CITY OF ELLENSBURG SHALL HAVE THE RIGHT TO INGRESS AND EGRESS THE STORMWATER FACILITY FOR THE PURPOSES OF INSPECTION AND OR REQUIRED MAINTENANCE PER S5 B5 OF THE EASTERN WASHINGTON PHASE II MUNICIPAL PERMIT.

IF THE CITY OF ELLENSBURG DETERMINES MAINTENANCE OR REPAIR WORK OF THE STORMWATER FACILITY IS REQUIRED, THE CITY OF ELLENSBURG SHALL GIVE NOTICE TO THE OWNERS, HOMEOWNERS ASSOCIATION AND OR LOT OWNERS IN WRITING. IF THE ABOVE REQUIRED MAINTENANCE OR REPAIR IS NOT COMPLETED WITHIN THE TIME SET BY THE CITY OF ELLENSBURG, THE CITY OF ELLENSBURG MAY PERFORM THE REQUIRED MAINTENANCE, OR CONTRACT WITH A PRIVATE COMPANY CAPABLE OF PERFORMING THE STORMWATER FACILITY MAINTENANCE AND THE OWNERS, HOMEOWNERS ASSOCIATION AND OR LOT OWNERS WILL BE REQUIRED TO REIMBURSE THE CITY FOR ANY SUCH WORK PERFORMED.

THE OWNERS, HOMEOWNERS ASSOCIATION AND OR LOT OWNERS SHALL NOT REPLACE, ALTER OR MODIFY THE STORM WATER FACILITY WITHOUT FIRST WRITTEN APPROVAL FROM THE CITY OF ELLENSBURG AND A CERTIFIED LETTER FROM A LICENSED ENGINEER APPROVING THE DESIGN CHANGES.

EASEMENT TABLE	
EASEMENT #	DESCRIPTION
1	10' NON-EXCLUSIVE UTILITY EASEMENT
2	26' NON-EXCLUSIVE ACCESS, FIRE TURNAROUND, UTILITY, & DRAINAGE EASEMENT
3	10' NON-EXCLUSIVE DRAINAGE EASEMENT
4	20' NON-EXCLUSIVE DRAINAGE & UTILITY EASEMENT
5	5' NON-EXCLUSIVE IRRIGATION EASEMENT

EQUIPMENT AND PROCEDURES USED:

- a: TRIMBLE R8 GPS AND/OR
5 SEC. EDM TOTAL STATION
- b: THIS SURVEY MEETS OR
EXCEEDS THE ACCURACY
STANDARDS CONTAINED IN WAC
332-130-090

DATE	REVISIONS

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS _____ DAY OF _____ 20____
AT _____ M. UNDER AUDITOR'S FILE NUMBER _____

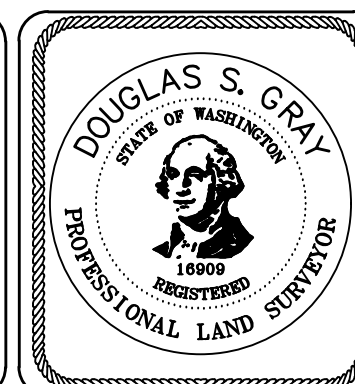
RECORDS OF KITTITAS COUNTY, WASHINGTON AT THE
REQUEST OF

COUNTY AUDITOR BY DEPUTY

SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A
SURVEY MADE BY ME OR UNDER MY
DIRECTION IN CONFORMANCE WITH
THE REQUIREMENTS OF THE SURVEY
RECORDING ACT AT THE REQUEST OF
TYLER GLAHN IN FEBRUARY 2021.

DOUGLAS S. GRAY



- CORNER FOUND AS NOTED
- 5/8" REBAR W/CAP #16909 SET
- ⊗ NAIL WITH WASHER SET



Gray Surveying & Engineering, Inc.
P.O. Box 510 • 2706 River Road
Yakima, Wa 98902 • (509) 575-6434

SECTION INDEXING

NAME	BENJAMIN'S CORNER FINAL PLAT
	26TH STREET, ELLENSBURG, WA. 98926
LOCATION	PT NW1/4 SE1/4 SEC. 26, TWP. 18 N., R. 18 E., W.M.
DRAWING TYPE	PLAT MAP
DRAWN BY: J.E.I.	SCALE: 1" = 40'
CHECKED BY: D.S.G.	DATE: 3/22/2021
PROJECT NO. 19135	SHEET <u>1</u> OF <u>2</u>
PARCEL NO. 14541 & 960879	

BENJAMIN'S CORNER FINAL PLAT
A PORTION OF THE NW 1/4 OF THE SE 1/4 OF SECTION 26
TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M.
CITY OF ELLENSBURG, KITTITAS COUNTY

APPROVALS:

CITY ENGINEER

THIS SUBDIVISION MEETS ALL MINIMUM REQUIREMENTS AND STANDARDS OF THE CITY OF ELLENSBURG SUBDIVISION ORDINANCE. ALL PROCEDURES OF SAID ORDINANCE HAVE BEEN COMPLIED WITH.

CITY ENGINEER DATE

PUBLIC WORKS & UTILITIES DIRECTOR DATE

COMMUNITY DEVELOPMENT DIRECTOR DATE

MAYOR DATE

CERTIFICATE OF CASCADE IRRIGATION DISTRICT

THIS PRELIMINARY PLAT MEETS ALL MINIMUM REQUIREMENTS AND STANDARDS OF THE CASCADE IRRIGATION DISTRICT.

CASCADE IRRIGATION DISTRICT DATE

CERTIFICATE OF KITTITAS COUNTY TREASURER

I HEREBY CERTIFY THAT ALL STATE AND COUNTY TAXES HERETOFORE LEVIES AGAINST THE PLATTED PROPERTY DESCRIBED HEREON ACCORDING TO THE BOOKS AND RECORDS OF MY OFFICE, HAVE BEEN PAID AND DISCHARGED.
PARCEL NO.'S 960879 & 14541 (18-18-26104-0009 & 18-18-26061-0002)

KITTITAS COUNTY TREASURER DATE

OWNERS DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT CRYTYL ENTERPRISES, INC., A WASHINGTON CORPORATION, IS THE OWNER OF THE LAND HEREIN DESCRIBED AND DARYL & SHARON SCULLY, IS THE BENEFICIARY OF A DEED OF TRUST, HAVE WITH THEIR FREE CONSENT AND IN ACOORDANCE WITH THEIR DESIRES CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN HEREON; DO HEREBY DEDICATE THOSE ROADS AND/OR RIGHTS OF WAY SHOWN AS PUBLIC DEDICATIONS HEREON TO THE USE OF THE PUBLIC; DO HEREBY WAIVE ON BEHALF OF THEMSELVES AND THEIR SUCCESSORS IN INTEREST ALL CLAIMS FOR DAMAGES AGAINST KITTITAS COUNTY AND ANY OTHER GOVERNMENTAL AUTHORITY WHICH MAY BE OCCASIONED TO THE ADJACENT LAND DESCRIBED BY THE ESTABLISHED CONSTRUCTION, DRIANAGE, AND MAINTENANCE OF SAID DEDICATED ROADS AND/OR RIGHTS OF WAY; AND DO HEREBY GRANT, CONVEY AND RESERVE THE EASEMENTS AS SHOWN HEREON FOR THE USES INDICATED.

CRYTYL ENTERPRISES, INC. DARYL SCULLY

SHARON SCULLY

ACKNOWLEDGMENT

STATE OF WASHINGTON)
)SS
COUNTY OF KITTITAS)

BEFORE ME THIS DAY OF , 2021, PERSONALLY APPEARED
AND TO ME KNOWN TO
BE THE AND RESPECTIVELY OF

AND WHO EXECUTED THE FOREGOING INSTRUMENT,
AND ACKNOWLEDGED TO ME THAT THEY SIGNED THE SAME AS THEIR FREE AND VOLUNTARY ACT FOR THE PURPOSES AND USES THEREIN MENTIONED. IN WITNESS WHEREOF I HAVE SET MY HAND AND AFFIXED MY OFFICIAL SEAL.

NOTARY OF PUBLIC IN AND FOR THE STATE OF WASHINGTON

RESIDING AT

MY COMMISSION EXPIRES

ACKNOWLEDGMENT

STATE OF WASHINGTON)
)SS
COUNTY OF KITTITAS)

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RESIDING AT

MY COMMISSION EXPIRES

EQUIPMENT AND PROCEDURES USED:

- a: TRIMBLE R8 GPS AND/OR 5 SEC. EDM TOTAL STATION
b: THIS SURVEY MEETS OR EXCEEDS THE ACCURACY STANDARDS CONTAINED IN WAC 332-130-090

DATE	REVISIONS

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS DAY OF 20
AT M. UNDER AUDITOR'S FILE NUMBER

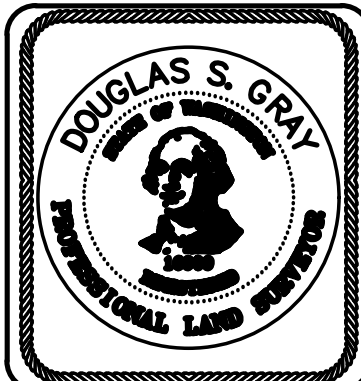
RECORDS OF KITTITAS COUNTY, WASHINGTON AT THE REQUEST OF

COUNTY AUDITOR BY DEPUTY

SURVEYOR'S CERTIFICATE

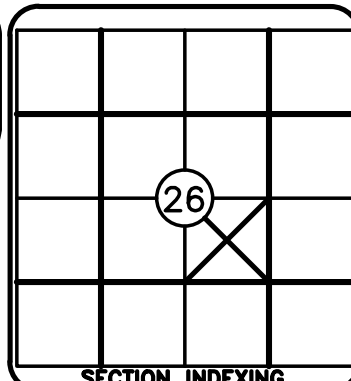
THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF TYLER GLAHN IN FEBRUARY 2021.

DOUGLAS S. GRAY DATE



- CORNER FOUND AS NOTED
- 5/8" REBAR W/CAP #16909 SET
- NAIL WITH WASHER SET

GSE
Gray Surveying & Engineering, Inc.
P.O. Box 510 • 2706 River Road
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NAME BENJAMIN'S CORNER FINAL PLAT 26TH STREET, ELLENSBURG, WA. 98926	
LOCATION PT NW1/4 SE1/4 SEC. 26, TWP. 18 N., R. 18 E., W.M.	
DRAWING TYPE	
DRAWN BY: J.E.I.	PLAT MAP
CHECKED BY: D.S.G.	SCALE:
PROJECT NO. 19135	DATE: 3/22/2021
PARCEL NO. 14541 & 960879	SHEET 2 OF 2



Land Use Application Cover Sheet



Community Development Department

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

INSTRUCTIONS – PLEASE READ FIRST AND ANSWER ALL QUESTIONS COMPLETELY.

If you have any questions about this form or the application process, please ask to speak with a planner. All necessary attachments and the filing fee are required upon submittal. Filing fees are not refundable. This application consists of two parts. PART I - GENERAL INFORMATION and PART II, project descriptions and site plan contain additional information specific to your proposal and all required information MUST be attached to this page to complete the application process.

PART I – GENERAL INFORMATION

1. Applicant's Information:	Name:	Crytal Ent Inc						
	Mailing Address:	PO Box 454						
	City:	Ellensburg	St:	WA	Zip:	98926	Phone:	(360) 220 0518
	E-Mail:	tylerglahn@gmail.com						
2. Applicant's Interest in Property:	Check One:	☒ Owner	☐ Agent	☐ Purchaser	☐ Other			
3. Property Owner's Information (If other than Applicant):	Name:	Crytal Ent Inc						
	Mailing Address:	PO Box 454						
	City:	Ellensburg	St:	WA	Zip:	98926	Phone:	()
	E-Mail:	tylerglahn@gmail.com						
4. Subject Property's Assessor's Parcel Number(s): 14541 & 960879								
5. Legal Description of Property. (if lengthy, please attach it on a separate document) See attached Title								
6. Property Address: xxxx Bender Rd								
7. Property's Existing Zoning: ☒ RS ☐ RL ☐ RM ☐ RH ☐ RO ☐ CN ☐ CH ☐ CT ☐ CC ☐ CCII ☐ MHP ☐ IL ☐ IH ☐ PR ☐ PUD								
8. Type Of Application: (Check All That Apply)								
☒ Final Plat Application	☐ Environmental Checklist (SEPA Review)	☐ Conditional Use Permit						
☐ Type (II) Review	☐ Landmarks COA	☐ Rezone						
☐ Boundary Line Adjustment	☐ Landmarks Demolition	☐ Shoreline						
☐ Short Plat Alteration	☐ Commercial Wireless Communication	☐ Critical Areas Review						
☐ Preliminary Short Subdivision	☐ Appeal to HE / City Council	☐ Variance/Admin. Variance						
☐ Preliminary Long Subdivision	☐ Code Interpretation	☐ Temporary Use Permit						
☐ Plat Vacation	☐ Regional Retail Master Plan	☐ Design Review Major/Minor						
☐ Plat Alteration	☐ Design Review Departure	☐ Binding Site Plan						
☐ Master Plan P-R Use	☐ Comprehensive Plan Amendment	☐ Essential Public Facility						
☐ Annexation	☐ Development Code Amendment	☐ Site Development Permit						

9. PART II – PROJECT DESCRIPTION AND SITE PLAN (See attached page)

10. I certify that the information on this application and the required attachments are true and correct to the best of my knowledge.

Property Owner's Signature

Date 3/10/2021

Applicant's Signature

Date

FILE/APPLICATION(S)# P21-030

DATE FEE PAID:

3/10/21

RECEIVED BY:

AW

AMOUNT PAID:

0

RECEIPT NO:

51



COMMUNITY DEVELOPMENT DEPARTMENT

501 N. Anderson St., Ellensburg WA 98926

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

Kirsten Sackett, Director

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

DATE: April 5, 2021

FROM: Shannon Johnson, Senior Planner, Community Development

FILE #: P20-030

RE: Benjamin's Corner Final Plat

LOCATION: TBD 26th Avenue (Parcel #s 14541 & 960879)

The following are the Planning Department comments for the application for the Benjamin's Corner Final Plat request:

1. Per Ellensburg City Code (ECC) 15.350.040(A) (9) please add the following note to the face of the plat: "A portion of this property is located within the airport overlay zone in which a variety of airport aviation activities occur. Such airport aviation activities may impact the use of your property."
2. Please revise the signature blocks for each department by including an individual statement of approval for each title as you've done for the City Engineer.
3. Please include the identifying plat number P20-041 on page 1 in the upper right hand corner.



CITY OF ELLENSBURG

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

Memorandum

Date: April 6, 2021
To: Shannon Johnson, Senior Planner
From: Craig Jones, Development Coordinator *CJ*
Through: Derek Mayo, City Engineer *DM*
Re: Benjamin Corner Plat Final P21-030

The following are the Public Works comments for Benjamin Corner Final Plat.

1. The applicant will need to post a bond for the entire value of the unfinished plat. Public Works will hold the bond until completion.
2. A cased monument will need to be added to the intersection of Benjamin Lane and 26th Ave.

Cc File 20-058

CASCADE IRRIGATION DISTRICT

8063 Highway 10
Ellensburg, Washington 98926
509 962-9583

April 6, 2021

Shannon D. Johnson
Senior Planner
Community Development
501 N. Anderson Street
Ellensburg, WA. 98926

Dear Shannon:

In reviewing the final plat for Benjamins Corner, I have noticed that the Irrigation easement between lots 1 and 2 is not specified. The note on this easement just says, "per this plat". Detail #5 in the lower left corner of the plans notes that the easement is 5'. Cascade Irrigation District Water Distribution Procedure #1 is reproduced in part below.

1. General Requirements

1.4 Rights-of-way/Easements

1.4.1 Securing: Irrigation easements shall be secured and included on all plans, including those needed for construction, pipelines, pods, pump stations and accesses. The minimum width of an irrigation easement, not coincidental to another utility easement, is 10 feet. The minimum width of an access easement to a facility is 15 feet, with 20-foot radii at the inside of all turns and a 100-foot turn-around area at each ending point.

1.4.3 Permitting: Permits may be granted for temporary or continuous encroachment in easements at the District's Board of Directors discretion. All encroachments must be permitted. Permits are revocable.

I am also still waiting on engineered drawings of the irrigation systems. I have submitted Cascade's billing for the plat fee, connection fee for the LID and the principal payment amount

RESOLUTION NO. 2021-__

A Resolution approving the Final Plat of the Benjamin's Corner Subdivision (P21-030).

WHEREAS, property owner Tyler Glahn, agent for Crytl Enterprises Inc., (hereinafter "Owner"), has submitted an application (P21-030) for a final subdivision plat on two parcels, Kittitas County Assessor's Parcel ID# 14541 and ID# 960879, resulting in a 2.46-acre tract of undeveloped property, located at TBD 26th Avenue, in the City of Ellensburg, County of Kittitas, State of Washington (hereinafter the "Property"); and

WHEREAS, the Owner submitted to the Hearings Examiner a Preliminary Plat for the proposed Benjamin's Corner Subdivision for construction of residential dwellings on the above-referenced tract of land; and

WHEREAS, in accordance with Chapter 15.260 ECC, the Hearings Examiner held a public hearing on July 15, 2020, to review the proposed development, after which the Hearings Examiner forwarded a recommendation of approval with ten conditions to City Council, as evidenced in the adoption of the approved minutes; and

WHEREAS, the Owner submitted the Preliminary Plat to the City for review and consideration by Council at a duly-advertised closed record public hearing held on August 17, 2020; and

WHEREAS, based on the evidence and testimony presented at said public hearing, City Council conditionally approved the subdivision of the property to allow further residential development of said property as evidenced in the approved minutes of the Council meeting of August 17, 2020 and the adoption of Council Resolution No. 2020-22 on August 17, 2020; and

WHEREAS, per RCW 58.17.140, as this preliminary plat was approved after January 1, 2015 and is not subject to the Shoreline Management Act, the applicant has five (5) years to file for final plat approval, or until August 17, 2025; and

WHEREAS, the Owner submitted the Final Plat to the City for review and consideration, and City of Ellensburg staff have found that the conditions of preliminary approval have been satisfied; and

WHEREAS, the applicant has submitted a bond to ensure that all required subdivision improvements will be installed in accordance with the approved improvements plans, and such bond has been approved by the City; and,

WHEREAS, the Final Plat application was reviewed by City Council in a public meeting held on April 19, 2021; and

WHEREAS, the City Council finds that the subdivision conforms to all terms of the City Council's preliminary plat approval, and that the subdivision meets all requirements of chapter 58.17 RCW, other applicable state laws, and all local ordinances adopted under chapter 58.17 RCW that were in effect at the time of preliminary plat approval;

NOW, THEREFORE, the City Council for the City of Ellensburg do resolve as follows:

Section 1. The "Whereas" provisions set forth above are hereby incorporated in

this Resolution as findings in support of the actions authorized in this Resolution.

Section 2. The City Council finds that the conditions of preliminary plat approval for the Benjamin's Corner final plat have been met and the requirements for recording the final plat have been satisfied.

Section 3. The final plat for the Benjamin's Corner Subdivision is approved and the Mayor, Community Development Director, Public Works & Utilities Director, and City Engineer are hereby authorized to inscribe and execute this approval on the face of the plat, which will then be recorded with the Kittitas County Auditor's Office.

ADOPTED by the City Council of Ellensburg this 19th day of April, 2021.

Bruce Tabb, Mayor

ATTEST:

Beth Leader, City Clerk



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: April 19, 2021

Item Title/Agenda Subject: Naming of Downtown Park

Submitted by: Brad Case Parks and Recreation

Recommended Action or Motion: Staff recommends that the Council consider naming the downtown park 'Unity Park'.

Background/Summary: In September 2019, the City purchased the former Wells Fargo drive thru bank property for the purposes of developing it into a downtown park. In advance of development of the park, City staff initiated the process for formally adopting a park name per the requirements in section 2.34.060 of the Ellensburg City Code, which establishes the City's policy for naming parks and recreation facilities, which is outlined as follows:

2.34.060 Policy for naming of public parks, features within parks and recreational facilities.

A. General Naming Criteria. The consideration of naming of public parks, recreational facilities, and features within a park or recreational facility shall be primarily given to:

1. Geographic or neighborhood location.
2. Historical or cultural significance.
3. Natural or geographic features.
4. An individual who has performed outstanding civic service for the betterment of the community and/or the park system.
 - a. Park and recreation facilities should not ordinarily be named for living persons except under the following conditions:
 - i. The individual has provided exceptional service to the city of Ellensburg. This service should be of substantial length and leadership.
 - ii. The individual's accomplishments must have had a measurable effect upon the quality of life within the community, and be directly related to parks and recreation.

b. Park and recreation facilities may be named for a deceased person subject to the following conditions:

- i. The person has been deceased a minimum of two years; or
- ii. The person made a significant direct financial contribution for the development or construction of, or provided land for, a park or recreational facility; and
- iii. The proposal meets the approval of the individual's surviving spouse, children, or parents.

5. An organization which has donated a significant parcel of property or facility, or has provided a majority of the financing for the acquisition of the park or facility. Also, an organization that provides for significant development of a park and/or elements within a park may receive secondary name recognition as outlined in the selection process.

6. Conditions and stipulations of original property donation or deed shall be honored regarding name of a park or recreational facility.

B. Procedure.

1. Suggestions for names for any park, recreation and public facilities will be solicited from neighborhood residents, citizens, employees and/or organizations. All suggestions, solicited or not, will be forwarded to the parks and recreation commission for review, consideration and recommendation.

2. The name recommended by the parks and recreation commission, along with the commission's reasons supporting its recommendation, will be forwarded to the city council for final action. Council may accept, reject, modify or decline to act upon the commission's recommendation.

3. Following council approval of the park, recreation, or facility name, the city or other responsible party will identify the facility with appropriate signage, specifying the name.

C. Selection Process.

1. Confusion should be minimized by avoiding names that are similar to those of existing parks and recreational facilities, or geographic areas which are so broad that they could encompass many sites.

2. Once a name has been approved, it should be considered permanent.
3. All portions of the park or facility will have, as a general rule, the same name as the entire park or facility. However, elements within a park or facility may be named separately as long as the name does not detract from the intended identity of the park or facility.
4. Memorials may be dedicated under the following conditions:
 - a. The memorials are appropriate for a park setting.
 - b. The city may, but is not obligated to, replace memorials.
 - c. The parks and recreation commission shall review and recommend to the council the style, size and placement of all plaques, markers and memorials.

D. Renaming of Parks and Recreation Facilities.

1. The renaming of parks and facilities is strongly discouraged. It is recommended that efforts to change a name be subject to the most critical examination so as not to diminish the original justifications for the name or discount the value of the prior contributors.
2. Parks named by deed restriction are not subject to renaming.
3. Parks and facilities named after individuals should never be changed unless it is found that the individual's personal character is or was such that the continued use of their name for a park or facility would not be in the best interest of the community. [Ord. 4418 § 1, 2005.]

Previous Council Action:

At their September 21, 2020 Council meeting, the Council considered a recommendation from the Parks & Recreation to name the downtown park 'Ellensburg Blues Park'. In January - February 2020, the parks and recreation department put out a call for nominations for the naming of the park and received over 70 nominations. At their March 11, 2020 Parks & Recreation Commission meeting, the Commission reviewed each name and came up with the following final list of names for consideration; Shoudy Park, Shoudy Central Park, Pavilion Park or Square, and Ellensburg Blues Park. The Commission continued their review of names at their August 12, 2020

meeting and selected Ellensburg Blues Park by a vote of 3-1. The name Ellensburg Blues Park was selected because of the multiple connections the name has with the Ellensburg community, specifically the famous the Ellensburg Blue Agate and the annual 'Jazz in the Valley' blues festival that takes place at the future park site.

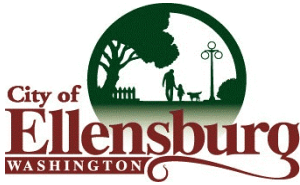
After hearing the recommendation from staff, the Council decided not to act on the recommendation from the Parks & Recreation Commission and opened the park naming nomination process back up to gather additional community input. The decision to do so was based on the national and local discussions involving the broad issue of racial inequities and to encourage nominations reflecting inclusion, diversity, and equity. The Council believed that it was important for the city to make steps in an ongoing effort to recognize and support the value of equity and diversity in our community, and the possibility of having a park name reflective of this effort was important. Through the second call for nominations the City encouraged the public to consider submitting nominations that were representative of our historic downtown, representative of the diverse history of Ellensburg and the Kittitas Valley, and to consider names representing a sense of gathering together and community.

Analysis:

A second call for nominations was extended to the community January 2021 through February 26, 2021. This resulted in a total of 175 nominations being submitted with 67 of those names being unique (non repetitive), in addition to the 70 nominations the city received in the first call in January and February of 2020. Prior to their March 10, 2021 meeting, Parks & Recreation Commission members reviewed all nominations and narrowed the list to 19 names. From that list, five names were considered; Unity Park, Ellensburg Blues Park, Che Lo Han Park, and Hero Park. After careful consideration, the Commission unanimously selected 'Unity Park', a name reflecting the inclusive character of our community, as the name for the downtown park.

Financial Impact:

N/A



MANAGER'S REPORT

DATE: April 19, 2021

TO: Ellensburg City Council

FROM: John Akers, City Manager

1. Notice of Natural Gas Purchase.

Staff is notifying City Council, as required by Chapter 9.80 of the Ellensburg City Code, of a recent natural gas purchase commitment to Shell Energy North America. The purchase commitment is for 1000 MMBtu/day for the months of April, May, and June starting April 2022 through June 2025. The total value of this contract purchase is \$695,822.

Month	Days	Qty.	Price	Total
4/1/2022	30	1000	\$2.103	\$63,090
5/1/2022	31	1000	\$1.962	\$60,822
6/1/2022	30	1000	\$1.983	\$59,490
Total				<u>\$183,402</u>
4/1/2023	30	1000	\$1.918	\$57,540
5/1/2023	31	1000	\$1.851	\$57,381
6/1/2023	30	1000	\$1.860	\$55,800
Total				<u>\$170,721</u>
4/1/2024	30	1000	\$1.899	\$56,970
5/1/2024	31	1000	\$1.832	\$56,792
6/1/2024	30	1000	\$1.891	\$56,730
Total				<u>\$170,492</u>
4/1/2025	30	1000	\$1.917	\$57,510
5/1/2025	31	1000	\$1.857	\$57,567
6/1/2025	30	1000	\$1.871	\$56,130
Total				<u>\$171,207</u>
			Total	\$695,822

2. February Sale of Natural Gas.

Staff is reporting to the City Council, as required by Chapter 9.80 of the Ellensburg City Code, that the City sold fixed natural gas contracts and storage reserves in the Rocky Mountain basin and backfilled with lower cost gas from the north. The sale amounted to \$2,533,590 in net proceeds to the gas utility. The Utility Advisory Committee is currently discussing the best allocation of these funds to benefit our gas rate payers.