CITY COUNCIL AGENDA

June 5, 2023

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. Members of the public may attend City Council meetings either in person in the City Council Chambers, 501 N Anderson Street, Ellensburg, WA 98926 or by registering to attend remotely via video conference.

The Study Session will take place in the City Council Chambers, 501 N Anderson Street, Ellensburg, WA 98926. No public comment will be accepted. The meeting is available to livestream on YouTube at ECTV Ellensburg.

To attend the city council meeting virtually register here:
https://us02web.zoom.us/webinar/register/WN_4xhHZnaFQP2SfLg3Wfvt0g

Closed Captioning is available to Zoom viewers. To enable closed captioning, you will need to click on the "CC" button at the bottom of your Zoom screen and then select either "Show Subtitle" or "View Full Transcript."

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 by calling the City of Ellensburg ADA Coordinator at (509) 962-7222 or email ADAcoordinator@ellensburgwa.gov.

CITY OF ELLENSBURG
CITY COUNCIL AGENDA
Council Chambers
501 North Anderson Street
Ellensburg, WA 98926
And remotely via Zoom
Monday, June 5, 2023
7:00 PM - Regular Meeting

Study Session

A Unity Park Design

B 2023 Legislative Update

Pledge of Allegiance

1. Call to Order and Roll Call

2. Proclamations (Public Comment Opportunity)

2.A LGBTQ Proclamation

2.B Juneteenth Proclamation

3. Awards and Recognitions

3.A Washington Association of School Administrator's Award Presented by Jinger Haberer, ESD Superintendent

3.B Introduction of New City Staff

4. Approval of Agenda (No Public Comment)

5. Consent Agenda (No Public Comment)
Items listed below have been distributed to Councilmembers in advance for study and will be enacted by one motion. If separate discussion is desired on an item, that item may be removed from the Consent Agenda and placed on the Regular Agenda at the request of a Councilmember or at the request of a member of the public with concurrence of a Councilmember. Requests to remove items should be made under Item 4 Approval of Agenda.

5.A Approve Minutes of the May 15, 2023 Regular Meeting

5.B Acknowledge Minutes of Boards and Commissions

5.C Memorandum of Understanding between the Greater Columbia Region Municipalities to Establish an Opioid Abatement Council

5.D Professional Services Consultant Agreement for the Engineering and Design of the Pfenning Road Sidewalk Extension Project (240 feet north of Vantage Hwy to Radio)

5.E City of Ellensburg Annual Financial Statement Report

5.F Approval of Contract with OPEIU

5.G Bid Call 2023-04 - Main Street / Wildcat Way Overlay & CBD Slurry Seal Project

5.H Employment Agreement with Daniel J. Carlson for Community Development Director

5.I Approve June 5, 2023 Voucher Listing

6. Petitions, Protests, and Communications

6.A Board and Commission Appointments - Diversity, Equity & Inclusion Commission, Landmarks and Design Commission and Utility Advisory Committee

6.B Centerfuse Update

7. Citizen Comment on Non-agenda Issues

8. Business Requiring Public Hearings

9. Introduction and Adoption of Ordinances and Resolutions

9.A Resolution to Adopt Electronic and Digital Signature Policy

10. Unfinished Business

11. New Business

12. Miscellaneous

12.A Manager's Report

12.B Councilmembers' Reports

13. Executive Session

14. Adjournment

2023 City Legislative Priorities

Energy Policy

Advocate for resource adequacy and allocate $100,000 for compliance planning.

Impacts of the Clean Energy Transformation Act (CETA) and Climate Commitment Act (CCA) are substantial to Ellensburg and require significant specialized planning to implement and meet equity goals.

- State must focus on developing clean sources of energy to provide resource adequacy to meet decarbonization goals and improve resiliency of energy systems.
- State must work closely with generation and distribution systems to address increased demand of building and vehicle electrification initiatives.

Homelessness/Affordable Housing

Flexible policies to expand housing, preserve affordability, and address homelessness.

Nearly half (48%) of Ellensburg households are cost burdened; over one quarter (28%) are severely burdened.

- Allow local communities to determine their own needs and provide financing to support those needs.
- Support organizations dealing with homelessness that have shown success impacting the problem.
- Defend against preemption of local land use authority with zoning mandates.
- Provide tools to preserve existing affordability.

Behavioral Health Resources

Expand behavioral health resources for rural communities.

Ellensburg and Kittitas County lack a crisis stabilization facility and sufficient behavioral health resources to serve community needs.

- Create greater access to community-based behavioral health services.
- Support continued state funding to help communities establish alternative response programs for individuals suffering from behavioral health issues.
- Pass felony drug possession law with an off-ramp for those willing to participate in treatment.
- Extend grants for court-supervised diversion programs beyond the current two-year limit.

Wastewater Treatment Plant Upgrade

Allocate $3 million in 2023-2024 to fund plant upgrade for current ratepayers.

- The City's Wastewater Treatment Plant was built in 1970 and needs updated aeration system. Total project cost estimated at $21 million.
- Customer rates have been increased by 27% over three years and plant investment fees (for new ratepayers) by over 200 percent to maximize local share. The City will seek project funding from federal Bipartisan Infrastructure Law programs administered by the State, but additional funding will be required to make this essential plant investment.
- This upgraded technology will be energy efficient and employ industrial symbiosis to convert methane to renewable energy for City use.

Public Safety Legislation

Respond to Blake Decision, remedy unfunded mandates, and no academy for reserve officers.

- Clarify crime of controlled substance possession so that individuals, law enforcement, and treatment providers can respond appropriately. Revise the current two-referral system prior to criminal charges for more effective administration.
- Support more investments to help cities with costs stemming from the Blake decision on how possession of controlled substances is handled by the criminal justice system.
    - Offset costs of vacating criminal convictions, repaying legal costs, administering diversion programs, and mitigating municipal court impacts.
    - Invest in alternative response teams; treatment facilities for adults and juveniles; treatment in jails; and social workers, treatment providers, and system navigators to help direct people to treatment.
- A proposal to require Reserve Officers to attend a 4-month basic police academy creates barriers to participation in the program and would eliminate the pool of eligible volunteers that facilitate local community event safety.
- Resolve unfunded mandates: medical costs for felony inmates and costs for independent public defense office requirements.

Heidi Behrends Cerniwey
City Manager
cerniweyh@ellensburgwa.gov

ellensburgwa.gov

City of Ellensburg
501 N. Anderson Street
Ellensburg, WA 98926

2023 Legislative Session:

City priorities & outcomes–the pros and cons.

Respond to the *Blake* decision

Support clarification around the crime of possessing a controlled substance so individuals, law enforcement, and treatment providers can respond appropriately.

Pro: Passed legislation to create a statewide criminal penalty for drug possession (**SB 5536**).

Pro: Provided funding for new therapeutic courts, law enforcement assisted diversion programs, and substance use disorder and behavioral health treatment.

Pro: Appropriated **$11.5 million** in continued funding to reimburse cities for vacating simple drug possession convictions, including cannabis or cannabis paraphernalia, to comply with *State v. Blake*.

Address vehicle pursuits for public safety

Clarify law enforcement's ability to conduct vehicle pursuits with reasonable suspicion standard in specific circumstances.

Pro: Passed legislation allowing for a reasonable suspicion standard for pursuits of certain dangerous crimes (**SB 5352**).

Pro: Funded a **$3 million** grant program for new vehicle tracking technologies.

Pro: Funded additional CJTC BLEA classes in Burien, Spokane, and at three new regional training academies.

Pro: Appropriated **$5 million** for law enforcement wellness programs.

Increase housing availability & affordability

Support a proactive approach with new tools, incentives, and revenues to increase housing supply and address affordability. Recognize the need for a multifaceted approach bolstering city capacity to accommodate new housing construction with more certainty and speed. Acknowledge the need for significantly more resources to meet the identified need for lower income housing.

Pro: Adopted bills exempting residential development from SEPA (**SB 5412**), eliminating external design review boards (**HB 1293**), providing state assistance for permit streamlining (**SB 5290**), and changes to the building codes (**SB 5491**). Passed a negotiated permit processing reform bill (**SB 5290**).

Pro: Funded infrastructure to support housing, including the Public Works Assistance Account (PWAA) and the Connecting Housing and Infrastructure Program (CHIP).

Pro: Adopted agreed-to zoning changes to support middle housing development while preserving decision-making flexibility for cities (**HB 1110**).

Incomplete: Invested nearly **$1 billion** in funding for low-income housing and related services, but did not dedicate ongoing state revenues, nor establish local authority for new revenue. Dedicated and sustainable revenue is still needed.

more on back

Contact: **Candice Bock**
Government Relations Director
candiceb@awcnet.org

Association of Washington Cities • 1076 Franklin St SE, Olympia, WA 98501 • 1.800.562.8981 • wacities.org

Ensure basic infrastructure funding

Fully fund Public Works Assistance Account (PWAA), allow current revenue diversions to sunset, refrain from further fund transfers or diversions. Expand state funding opportunities for local maintenance and operations.

Pro: Funded the PWAA at **$400 million** for the 2023-25 biennium. Expiring revenue diversions will sunset, restoring full funding to the account.

Pro: Maintained commitments made in the Move Ahead WA package for city preservation and maintenance. Appropriated **$9 million** for the Transportation Improvement Board and **$14.6 million** for the Complete Streets Program.

Provide behavioral health resources

Create greater access to community-based behavioral health services to include substance use disorder treatment and dual diagnosis treatment facilities.

Pro: Improved the 988-behavioral and mental health crisis line (**HB 1134**), and established certification criteria for 23-hour crisis relief centers (**SB 5120**).

Pro: Appropriated **$1.17 billion** for behavioral health treatment expenses statewide, including provider rate increases, funding for 988-crisis response, and substance use disorder treatment and prevention. Appropriated **$884 million** for behavioral health facilities. Of this funding, **$224 million** is for community-based behavioral health facilities, and **$613 million** is allocated for a new 350-bed forensic hospital wing at Western State Hospital.

Pro: Provided **$4 million** in grant funding for local alternative response programs.

Other significant issues:

Cities identified several significant policies for the 2023 session.

Pro: Standardized and increased procurement limits (**HB 1621**). The Capital Projects Advisory Review Board must review and make recommendations on the proposed increases.

Pro: Clarified that cities may use impact fees to fund improvements to bicycle and pedestrian facilities not within road rights-of-way (**SB 5452**).

Pro: Modified small works roster requirements, addressed issues of equity in public works procurement, and revised the small and limited works roster process to increase administrative efficiency (**SB 5268**).

Con: Did not address legislation to reduce the impact of unnecessary and costly public records litigation (**HB 1597/SB 5571**).

Pro: Passed legislation to phase out the PERS 1 unfunded accrued actuarial liability (UAAL) surcharge resulting in significant savings for cities over time (**SB 5294**).

Pro: Passed balanced legislation and associated funding to help cities integrate climate change considerations into the Growth Management Act (**HB 1181**).

Pro: Reinstated the annexation sales tax credit to support cities annexing large areas with fiscal support to provide urban levels of service (**HB 1425**).

Pro: Funded the Fish Barrier Removal Board at the highest level in the state's history. This critical funding source helps cities correct fish-blocking culverts to support salmon recovery.

Con: Did not revise the arbitrary 1% property tax cap to instead tie it to inflation and population growth up to 3% (**HB 1670/SB 5770**).

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1

2023 Legislative Session

- 105-day Session: January – April; Special Session May 16
- New legislators, new committees, new Chairs, 40 legislators with city/county background
- Democrat majorities: 29-20 Senate, 58-40 House
- Economic environment: positive revenue forecasts, slowing economy, high interest rates, inflationary pressure
- Biennial budgets: Operating, Capital, Transportation
- Policy focus: housing, workforce, drug policy, gun violence

2

Respond to the *Blake* decision
Support funding for local impacts resulting from the *Blake* decision response and provide clarification around the crime of possessing a controlled substance so that individuals, law enforcement, and treatment providers can respond appropriately.

Address vehicle pursuits for public safety
Clarify the ability for law enforcement to conduct vehicle pursuits using a reasonable suspicion standard in specific circumstances.

Ensure basic infrastructure funding
Fully fund the Public Works Assistance Account (PWAA), allow the current revenue diversions to sunset at the end of fiscal year 2023, and refrain from further fund transfers or diversions to other infrastructure programs or non-infrastructure accounts.

3

Increase housing availability & affordability
Support a proactive approach that creates new tools, incentives, and revenues that cities can use to help increase housing supply and address affordability.

Provide behavioral health resources
Create greater access to community-based behavioral health services to include substance use disorder treatment and dual diagnosis treatment facilities.

4

AWC Legislative Significant Issues

- Revise the property tax cap
- Public safety funding
- Transportation funding
- REET flexibility and authority
- Growth Management Act (GMA) planning & permitting revisions
- Water rights
- Culverts – fund local fish barrier removal
- Public Records Act updates to reduce litigation

5

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6

2023 Budget Outcomes

Operating

- $150 million to move people from encampments
- Additional BLEA classes
- Diversion program grants
- Continued funding for Blake cases
- Alternative response grants
- Housing & homeless assistance
- Behavioral health investments

Transportation

- $287 million for TIB
- $70 million Safe Routes to Schools
- $1 billion for state and local culverts
- $23.7 million for pilot federal funds exchange
- $2.5 million for truck parking sites
- $45.7 million for FMSIB
- Study of a statewide retail delivery fee
- Study of collaborative partnerships on local delivery of state projects

Capital

- Fully funded the PWAA
- $400 million for the Housing Trust Fund
- $200 million for broadband
- $60 million for CHIP
- Additional Drinking Water Assistance Account funding
- $25 million for CERB
- $48.4 million for culverts
- $211 for behavioral health capacity grants

7

Housing bills

Proactive approach this year

AWC Housing Solutions Group proposals

Passed

- **HB 1110** – Middle housing & density mandate.
- **HB 1042** – Conversion of existing commercial and mixed-use buildings for residences.
- **HB 1046** – Increases AMI threshold for housing authority projects to 80%.
- **HB 1293** – Objective design review.
- **HB 1250** – Low-income home rehabilitation program reform.
- **HB 1267** – Rural public facilities tax with workforce housing nexus.
- **HB 1326** – Can waive utility connection fees for certain housing and shelter.
- **HB 1337** – ADU mandate.
- **HB 1425** – New version of the annexation sales tax credit.
- **HB 1474** – Covenant homeownership program.
- **HB 1695** – Broadens definition of affordable housing under surplus property law.

8

Housing bills

Passed

- **SB 5058** – It's not a condo!
- **SB 5290** – Local project review.
- **SB 5604** – Amends **HB 1406** (2020) sales tax credit to allow all cities to use revenue for rent assistance.
- **SB 5258** – Increasing condos and townhouses for homeownership.
- **SB 5386** – Document recording fees.
- **SB 5412** – Exempting housing development consistent with a comp plan and when environmental analysis is completed from SEPA.
- **SB 5491** – Residential building exits.

9

Housing bills

Did not pass

- **HB 1111 –** Housing benefit district
- **HB 1149** – $4 billion bond bill & Workforce Housing Accelerator Loans
- **HB 1245** – Lot splitting
- **HB 1628** – New 0.25% local option real estate excise tax (REET) & new state REET tier
- **SB 5466** – Transit oriented development density mandates

Plus, multiple competing bills on local permit processing and housing regulations.

10

Environment & Transportation bills

Passed

- **HB 1544*** – Planning timeline extension of Shoreline Management Act.
- **HB 1085** – Reducing plastic pollution –bottles, docks, toiletries.
- **HB 1138** – Drought preparedness projects.
- **HB 1181** – Integrating climate change into the Growth Management Act.
- **SB 5457*** – Small city (500 pop) opt out of GMA plan update.
- **SB 5452** – Allows use of transportation impact fees for bicycle and pedestrian facilities not within ROW.

*Unicorn! No amendments and unanimous passage in both chambers.

11

Open Government bills

Passed

- **HB 1533 -** Exempts from PRA disclosure info on public employees that are survivors of domestic violence, sexual assault, and other crimes, or are in the address confidentiality program.

Did not pass

- **HB 1080** – Allows charge for cost of redacting body-worn camera footage if requestor entitled to no-cost, unredacted copy.
- **HB 1105** – Notice of deadlines for public comments.
- **HB 1597/SB 5571** – Intended to reduce frivolous public records act lawsuits

12

HR & Labor Relations Bills

Passed

- **SB 5286 –** Changes formula used for calculating PFML premiums, raises cap to 1.2%, and other changes.
- **SB 5586 –** Permits ESD to share certain PFML claims data with employers, including type of leave, approved dates/duration of leave, & whether benefits were approved for a given week.
- **SB 5217 –** Permits L&I to adopt rules to prevent ergonomic injuries, up to one set of rules per year per industry or risk class.
- **SB 5123 –** Prohibits preemployment drug testing for marijuana for many jobs, but not for certain safety sensitive jobs
- **HB 1187 –** Creates a broad new legal privilege between unions and employees.
- **HB 1200 –** Requires public employers to provide certain employee info to unions, within 21 days for new hires and every 120 days for all employees in a bargaining unit.
- **HB 1521** – Creates a "good faith" standard for municipal employers that self-insure for workers' comp, with penalties for violation.
- **Did not pass**
- **HB 1320** – Requires employers to turn over a complete copy of an employee's own personnel record on request within 15 days of the request.

13

Pensions Bills

Passed

- **SB 5294 –** Scales back and eventually ends unfunded liability surcharge by 2027.
- **SB 5350 –** One-time, ad hoc COLA for PERS 1 retirees, capped at 3% or $110/month. Directs Select Committee on Pension Policy to study and make recommendations on permanent PERS 1 COLA.
- **HB 1056** – Permits early retirees under 2008 ERFs to work in PERS-covered position for up to 867 hours/year without suspension of retirement benefits.
- **HB 1007** – Expands definitions for veteran's benefits for pensions, civil service scoring, etc. to include any armed conflicts where an expeditionary medal was awarded.

Did not pass

- **HB 1459 –** Establishing a permanent, automatic annual COLA for PERS 1 retirees, capped at 3%.
- **SB 5424 –** Allows police depts. to adopt flexible work programs and permits part-time officers to participate in LEOFF 2 and exercise full mutual aid police powers.

14

Public Safety and Criminal Justice Bills

Passed

- **SB 5352 –** Allowing law enforcement to engage in a vehicular pursuit when there is a reasonable suspicion of certain crimes, and establishing safety requirements for engaging in pursuits.
- **SB 5536** – *State v. Blake* fix to address criminality of drug possession.
- **HB 1240 –** Assault weapons ban.
- **HB 1715 –** Establishes new parameters for domestic violence cases.
- **SB 5606 –** Expands the definition of "street racing."
- **HB 1028** - Among other things, modifies the requirements for DNA sample collection in jails.
- **HB 1169** - Eliminates the DNA database fee and allows for waiver of previously imposed fee.
- **HB 1209** - Creates a class C felony for possession or sale fentanyl tableting or processing equipment.
- **HB 1312** - Jurors age 80+ can be automatically excused for medical reasons.

Did not pass

- **HB 1493** – Would have made numerous changes to prosecution of impaired driving.

15

General Government bills

Passed

- **HB 1048** – Voting Rights Act amended – more opportunities for groups to bring challenges.
- **HB 1086** - Increases public agency contract limits with community service organizations to $75,000 or $2 per resident.
- **HB 1234** - clarifies authority for law enforcement agencies and local animal care and control agencies to take possession of an abused or neglected animal.
- **HB 1577** – Limit for city contracts with municipal officers or their businesses raised to $3000 per month, had not changed since 1999.

Did not pass

- **HB 1025 –** Eliminated qualified immunity and created new civil cause of action against police and departments for violating the state constitution or certain state laws.
- **HB 1445 –** Attorney General investigations and actions against police departments for violations of state constitution or law. Required AGO model policies on police conduct.
- **HB 1650** – Voter approval for local prohibitions on the operation and siting of cannabis businesses after July 1, 2027. Only elections after July 1, 2023, would have qualified.
- **SB 5059** - Required prejudgment interest on tort claims going back to the time of injury.

16

Public Works & Infrastructure bills

Passed

- **PWAA** – Budget fully funds at $400 million, sunsets current diversions.

Did not pass

- **SJR 8201 & SB 5303** – Would have amended the State Constitution to establish the Public Works Revolving Account in the state Treasury.
- **HB 1099** – Would have required that wages paid to workers of public works projects be no less than the latest prevailing wage rate in effect at the time the work is performed.

Passed

- **HB 1621** – Increases contract limits that require competitive bidding; allows current employees to perform work following accepted industry practice without a contract; outlines a standard definition of "lowest responsible bidder."

17

Public Works & Infrastructure bills

Passed

- **HB 1050** – Municipal public works projects of $1,000,000 or more must have at least 15% of the labor hours performed by apprentices. Requirement phased in through 2028.
- **SB 5268** – Removes barriers for small businesses to bid on public works projects; modifies small-works roster procedures to be more inclusive and efficient; directs MRSC to develop a statewide small-works roster.
- **HB 1329** – Prohibits water and electric utility shutoffs during periods of extreme heat. Allows customers previously disconnected from service to request reconnection during said periods.

18

Finance & Economic Development bills

Passed

- **HB 1267** – Extends rural county economic development sales tax (.09) to 2054.
- **HB 1527** – Technical changes to local tax increment financing program.

Did not pass

- **SB 5770, HB 1670**, **SB 5618** – Revised the property tax cap to inflation and population up to 3%.
- **SB 5361** – Authorized cities to impose additional 0.1% sales tax for employing additional law enforcement officers. Eliminated 25% cost-sharing for BLEA.
- **SB 5289** – Authority to charge impact fees for law enforcement facilities.
- **HB 1644/SB 5482** – Replaced the state B&O tax with a new margin tax. Did not directly impact tax authority for cities.

19

Being a Strong City Advocate Year-round

Regular advocacy

Invite legislators for post-session debrief

Tell your city story all year long

Stay connected all interim

Develop your legislative agenda

Use AWC tools & resources

https://wacities.org/advocacy/advocacy-tools

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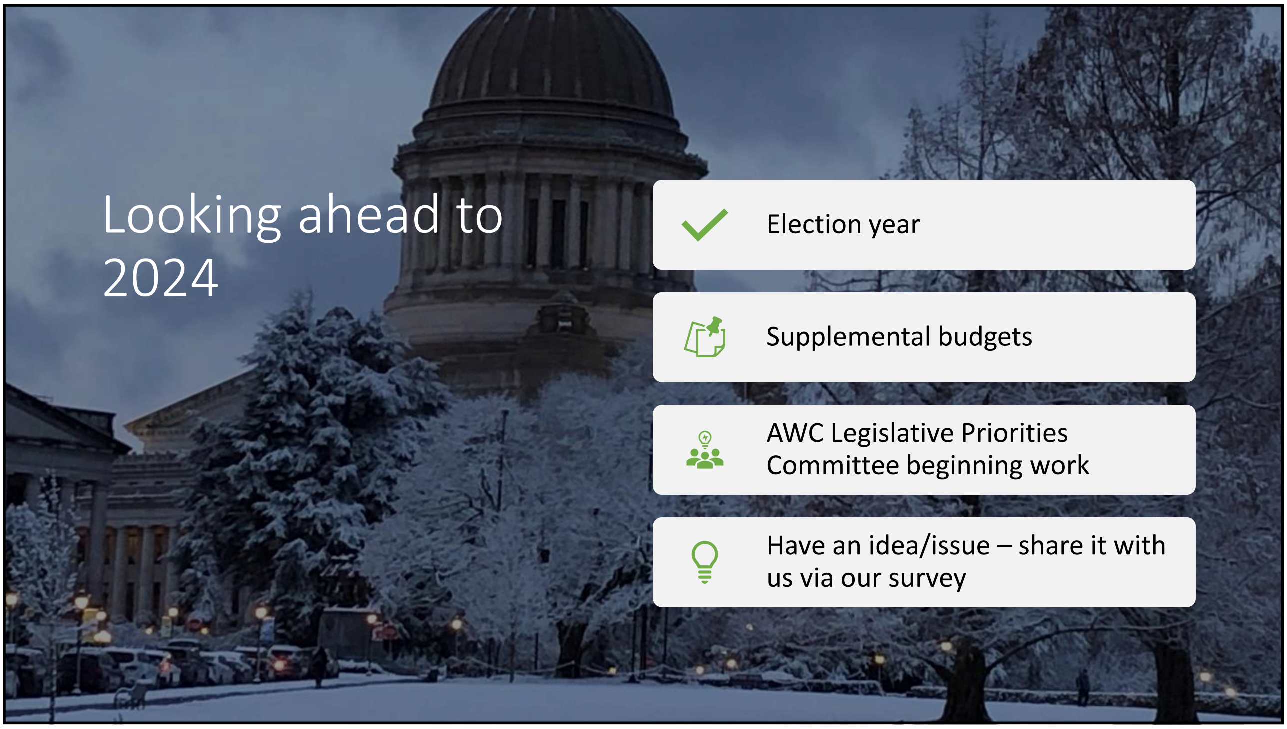

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Government Relations Team

Candice Bock
Director
(360) 951-5390
Issue areas – Economic development; federal; finance; human resources, labor relations; pensions; open government; liability

Carl Schroeder
Deputy Director
(360) 485-7604
Issue areas – Environment & natural resources; housing & homelessness; land use & planning; building codes

Lindsey Hueer
Advocate
Issue areas – Public safety & criminal justice; cannabis; emergency management; cybersecurity; general government; human services & behavioral health; elections

Brandy DeLange
Advocate
(360) 515-8360
Issue areas – Public works & infrastructure; telecommunications; transportation; utilities & energy

Amy Davis
Assistant

Sheila Gall
General Counsel
Issue areas – Municipal finance & taxes

Matt Doumit
Legislative Policy Analyst
Issue areas – Human resources; labor relations; pensions; liability

Shannon McClelland
Legislative Policy Analyst
Issue areas – Environment & natural resources; housing & homelessness; land use & planning; building codes

Katherine Walton
Legislative Policy Analyst
Issue areas – Public safety & criminal justice; cannabis; emergency management; cybersecurity; general government; human services & behavioral health; open government; elections

Brianna Morin
Legislative Policy Analyst
Issue areas – Public works & infrastructure; telecommunications; transportation; utilities & energy

Jacob Ewing
Special Projects Coordinator
Issue areas – American Rescue Plan Act (ARPA); parks; economic development

AWC ASSOCIATION OF WASHINGTON CITIES

22

City of Ellensburg WASHINGTON

City of Ellensburg PROCLAMATION

LESBIAN, GAY, BISEXUAL, TRANSGENDER AND QUEER

PRIDE MONTH 2023

Whereas, June is recognized as PRIDE month in this country; and

Whereas, in 1998, President William Clinton issued Executive Order 13087 expanding equal opportunity in the Federal government by prohibiting discrimination based on sexual orientation; and

Whereas, on June 26, 2015, the U.S. Supreme Court ruled that our Constitution provides same-sex couples the right to marry, legalizing gay marriage in all 50 states; and

Whereas, we recognize the LGBTQ community has fought tirelessly for their rights, from marriage equality to demanding equal protection under the law, so that LGBTQ youth can live without fear of harassment and LGBTQ families and seniors can live with dignity and respect; and

Whereas, across this nation LGBTQ individuals are physically and verbally assaulted, and increasingly, their rights are being threatened by local and state governments; and

Whereas, anti-LGBTQ prejudice still exists in Ellensburg; and

Whereas, the City of Ellensburg strives for inclusion and belonging for all of our residents and recognizes our LGBTQ community residents who contribute to the strength, vibrancy, and leadership of our city;

Now, Therefore, the Ellensburg City Council does hereby proclaim June 2023 as Pride Month in Ellensburg, affirms members of the LGBTQ community as they celebrate their identities, and encourages residents to participate in PRIDE activities.

Signed this 5th day of June, 2023.

Nancy Lillquist
Mayor

Attest: Beth Leader
City Clerk

City of Ellensburg
PROCLAMATION

A Proclamation on Juneteenth Day of Observance 2023

WHEREAS, as stated in the White House's 2022 Juneteenth Proclamation, after the Union Army captured New Orleans in 1862, slave owners in Confederate states migrated to Texas with more than 150,000 enslaved Black persons. For 3 years, even after President Abraham Lincoln issued the Emancipation Proclamation, enslaved Black Americans in Texas remained in brutal bondage, immorally and illegally deprived of their freedom and basic dignity. On June 19, 1865 — over 2 years after President Lincoln declared all enslaved persons free, Union Army troops marched to Galveston, Texas, to enforce the Emancipation Proclamation and free the last enslaved Black Americans in Texas; and

WHEREAS, those who were freed from bondage celebrated their long-overdue emancipation on June 19. Today, we commemorate Juneteenth: a chance to celebrate human freedom, reflect on the grievous and ongoing legacy of slavery, and rededicate ourselves to rooting out the systemic racism that continues to plague our society as we strive to deliver the full promise of America to every American; and

WHEREAS, Juneteenth is a day to reflect on both bondage and freedom. On Juneteenth, we remember our extraordinary capacity to heal, to hope, and to emerge from our worst moments as a stronger, freer, and more just society. It is also a day to celebrate the power and resilience of Black Americans, who have endured generations of oppression in the ongoing journey toward equal justice, equal dignity, equal rights, and equal opportunity in America; and

WHEREAS, we grow stronger as a community when we honestly confront our past injustices, including the profound suffering and injustice wrought by slavery and generations of segregation and discrimination against Black Americans; and

WHEREAS, on Juneteenth, we recommit to our shared work to ensure racial justice, equity, and equality in America. We commemorate the centuries of struggle and progress by Americans who have brought our Nation closer to fulfilling its promise.

NOW THEREFORE, BE IT FURTHERMORE RESOLVED that the City Council of Ellensburg, does hereby proclaim June 19, 2023 as Juneteenth Day of Observance. We call on every citizen to celebrate the emancipation of all Black Americans and commit together to eradicate systemic racism and inequity that can never be tolerated and must always be fought against.

Signed this 5th day of June, 2023.

Nancy Lillquist, Mayor

Attest:
City Clerk

CITY OF ELLENSBURG | **Minutes of City Council, Regular Meeting**
Date of Meeting | **May 15, 2023**
Time of Meeting | **7:00 PM**
Place of Meeting | **Council Chambers 501 North Anderson Street**
Ellensburg, WA 98926
And remotely via Zoom

Pledge of Allegiance

The Pledge of Allegiance was led by Councilmember Beauchamp

1. Call to Order and Roll Call

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

Absent: Monica Miller, excused absence

City Manager Behrends Cerniwey, City Attorney Weiner, City Clerk Leader, Police Chief Wade, Planning Manager Johnston, Senior Planner Henderson, Engineering Services Manager Mayo, Public Works Finance Officer Jenkins, HR Director Young, Finance Director Pascoe, Assistant City Attorney Reiman and approximately 15 members of the public

Others present remotely via Zoom: Public Information Officer Klauss and three members of the public

2. Proclamations

2.A. Bike Month Proclamation

2.B. National Public Works Week

3. Awards and Recognitions

4. Approval of Agenda

Councilmember Elliott moved to Approve the Agenda as amended to include item 11.B., Ellensburg 100-Year Rodeo Anniversary Mural, and the addition of another executive session under 13.A to consider one additional legal matter. **Motion Approved 6-0.**

5. Consent Agenda

5.A. Approve Minutes of May 1, 2023 Regular Meeting

5.B. Acknowledge Minutes of Boards and Commissions

5.C. Approve University Way Banner Request for CWU Fashion Show - May 30 - June 4, 2023

5.D. Approve University Way Banner Request for CWU Commencement - June 6 - 12, 2023

5.E. Accept Resignation of Darren Reid from the Landmarks and Design Commission

5.F. Approval of Contract - City Hall Low Slope Roof Replacement

5.G. Dedication Deeds and Easement for the Heatherstone Plat

5.H. Approve May 15, 2023 Voucher Listing

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

6. Petitions, Protests, and Communications

6.A. Historic Preservation Month Presentation
Stacey Henderson, Senior Planner, reviewed information concerning the 2023 Historic Preservation Awards.

6.B. 2022 Police Department Annual Report
Ken Wade, Ellensburg Police Chief, presented information in the staff report.

Councilmember Winn commended the Chief and officers on how they handled the recent school situation.

6.C. Board and Commission Reappointments - Diversity, Equity and Inclusion Commission and Arts Commission

Councilmember Elliott moved to Approve reappointment of Kandee Cleary to the DEI Commission and Jill Scheffer to the Arts Commission per Commission recommendations. **Motion Approved 6-0.**

7. Citizen Comment on Non-agenda Issues

Howard Jones, Ellensburg, spoke regarding a noise waiver application.

Pat Kelleher, 6530 Wilson Creek Rd, spoke regarding Reed Park.

8. Business Requiring Public Hearings

8.A.Ordinance 4909 (Second Reading) - IOOF Annexation (legislative public hearing continued from April 17, 2023)

The Mayor opened the public hearing. Jeremy Johnston, Planning Manager, presented information in the staff report.

Dan Terry, 2208 Brick Rd, spoke regarding RM zoning.

Dan Terry, 2208 Brick Rd, attending remotely, spoke regarding use of the property.

David Sturgell, applicant representative, spoke regarding the annexation.

With no further comments from the public and no questions or comments from Council, the Mayor closed the public hearing.

Councilmember Elliott moved to Approve second reading and adoption of Ordinance 4909. **Motion Approved 6-0.**

8.B. Ordinance 4914 (Second Reading) - Teanaway Ridge Annexation (legislative public hearing)
The Mayor opened the public hearing. Jeremy Johnston, Planning Manager, presented information in the staff report.

With no questions or comments from the public or Council, the Mayor closed the public hearing.

Councilmember Elliott moved to Approve second reading and adoption of Ordinance 4914. **Motion Approved 6-0.**

9. Introduction and Adoption of Ordinances and Resolutions

9. A. Ordinance 4916 (Second Reading) - Increasing Membership of the Diversity, Equity & Inclusion Commission
Nicole Klauss, Public Information Officer, presented information in the staff report.

Councilmember Elliott moved to Approve second reading and adoption of Ordinance 4916. **Motion Approved 6-0.**

9.B. Resolution 2023-12, Amending the Current Pay Plan for Fiscal Year 2023
Lisa Young, HR Director, presented information in the staff report.

Councilmember Elliott moved to Approve adoption of Resolution 2023-12. **Motion Approved 6-0.**

10. Unfinished Business

10.A. P23-017: Appeal of P22-115. Adoption of Findings, Conclusions and Decision of City Council in the Matter of the Appeal of the COA (P22-115) issued to Brad Case- City of Ellensburg by the Landmarks and Design Commission
Stacey Henderson, Senior Planner, presented information in the staff report.

Councilmember Elliott moved to Approve adoption of the Decision in the matter of Appeal P22-115. **Motion Approved 6-0.**

10.B. Decision of Ellensburg City Council on Closed Record Hearing in the Appeal of the COA (P23-002) for the Design of New Construction at Unity Park, Issued to Brad Case-City of Ellensburg by the Landmarks and Design Commission
Stacey Henderson, Senior Planner, presented information in the staff report.

Councilmember Goodloe moved to Approve adoption of the Decision of Council for Appeal P23-002. **Motion Approved 6-0.**

11. New Business

11.A. 2023 First Quarter Financial Status and Investment Reports
Jerica Pascoe, Finance Director, presented information in the staff report.

Councilmember Elliott moved to Approve accepting the 2023 First Quarter Financial Status and Investment reports. **Motion Approved 6-0.**

11.B. Ellensburg 100-Year Rodeo Anniversary Mural
Heidi Behrends Cerniwey, City Manager, presented information in the staff report.

Councilmember David Miller moved to Approve the mural design and agreement with Heather Dappen, Dappen Designs (The Rural Mural Plural Group) in substantially similar form. **Motion Approved 5-1 (Beauchamp – no).**

12. Miscellaneous

12.A. Manager's Report
The City Manager reviewed the report.

Councilmember Elliott moved to Approve changing the date of the July 3, 2023 study session to June 20, 2023 to discuss the International Building Code. **Motion Approved 6-0.**

12.B. Councilmembers' Reports

- Councilmember David Miller attended the Finance Committee, Arts Commission meeting and attended the Pride Auction and Farmer's Market
- Councilmember Goodloe attended the DEI Commission meeting
- Councilmember Elliott attended KITTCOM Board, EMS Trauma Council, Planning Commission and EBDA/CenterFuse meetings. He requested Council discuss the new State housing bill concerning duplexes/fourplexes
- Councilmember Beauchamp reported on the Library and attended an Arts Commission meeting

- Mayor Lillquist participated in the selection of the City art piece, and attended the Yakima Basin Fish and Wildlife Recovery Board, County Airport Advisory and a mural project meeting

An executive session was required per RCW 48.30.110(1)(i), four issues to be discussed and anticipated to last 20 minutes. No action would be taken.

13. <u>Executive Session</u>
Council recessed to executive session at 8:52 pm.

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

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

Council reconvened at 9:08 pm.

14. <u>Adjournment</u>
Meeting adjourned at 9:08 pm

____
Mayor

ATTEST: __________________________
City Clerk

CITY OF ELLENSBURG	MINUTES OF ARTS COMMISSION, Regular Meeting
Date of Meeting:	**April 13, 2023**
Time of Meeting:	**4:00pm**
Place of Meeting:	**CCCR and ZOOM**

1. **CALL TO ORDER**
   Chair Eyre called the meeting to order at 4:02pm

2. **ATTENDANCE**
   PRESENT: Alex Eyre, Brian Kooser, Jeffrey Snedeker, Jill Scheffer, Courtney Blackstock
   COUNCIL LIASON: David Miller
   ABSENT: Jerry Dougherty
   VISITOR(S): Marie Marchand
   STAFF: Josephine Camarillo

3. **APPROVAL OF AGENDA**
   MOTION made by Scheffer to approve the agenda, seconded, motion approved. Motion passed 5-0.

4. **CORRESPONDENCE AND CITIZEN COMMENTS**
   Artist Becky Sutter, Sidewalk Chalk 3D Art. Kooser will connect with Sutter.

5. **GUEST SPEAKER/PRESENTER**

6. **APPROVAL OF MINUTES**
   MOTION made by Snedeker to approve March 2023 minutes, seconded, motion approved. Motion passed 5-0.

7. **BUDGET/FINANCIAL REPORT**
   2023 spending plan reviewed and discussed.

8. **NEW BUSINESS**
   Arts Treasure- public call did not go out. Staff will ensure there will be a public call next year. Commission nominations included Carrie Michel and Sara Bachman-Rhodes.

   MOTION made by Scheffer to award Carrie Rehkopf Michel the 2023 Ellensburg Arts Treasure Award. Seconded by Blackstock. Motion passed 5-0.

Poet Laureate- Marie Marchand presented poster of poem to Commission. Color of text background discussed, lighter background preferred, font style discussed. Dark text with cream background decided.

Discussion on printing and distribution of poster. $435 for 500 copies

MOTION made by Eyre to approve up to $750 for printing costs towards poem poster. seconded, motion approved. Motion passed 5-0.

9. SUBCOMMITTEE BUSINESS

A. Arts Alliance: Proposal from Una to come back and for follow-up committee work. Decision for follow-up on hold. Snedeker attended CenterFuse meeting.

B. Funding: No report.

C. Public Art: Design proposals for Unity Park reviewed and discussed. Eyre will bring back suggestions to Brad Case.

D. Advocacy/Public Relations: Kooser talked with graphics department at CWU regarding app for EAC events. There is no problem creating app but they will not be able to code. Can EAC find someone to code?

E. Art Walk: Blackstock will be meeting with Brenda from EDA. Staff will retrieve sign from Evolve. There continues to be a shortage of artwalk signs.

10. UNFINISHED BUSINESS

There is still a vacancy on the commission. Please help with recruitment.

11. ANNOUNCEMENTS

April 16 Visiting artist Steve Elliott at Blue Bear.
April 22 Orchesis Dance recital
April 22 Earth Day
May 13 Walk and Write event with Marie and Jill, Helen McCabe State Park

12. NEXT MEETING

May 11, 2023 at 4pm.

13. ADJOURNMENT

With no further discussion, meeting adjourned at 5:09.

Respectfully submitted,
Josephine Camarillo, Staff Liaison
Drafted: 4-13-23
Approved: 5-11-23

Centerfuse

Ellensburg Business Development Authority
BOARD OF DIRECTORS MEETING MINUTES
Regular meeting held synchronously in-person and virtually
Wednesday, April 12, 2023
4:00-5:30 PM

Members in Attendance: Garrett Poshusta, Chair; Andreas Bohman, Vice Chair; Grant Clark, Treasurer; John Perrie, Board Member; Jennifer Lubanski, Board Member, James Jankowski, Board Member; and Jared Vallejo, Board Member

Others present: Jeff Snedeker, Arts Commission member; Rich Elliott, Ellensburg City Council liaison; and Margaret Reich, Executive Director

Absent: Del Bankston, Secretary; Bob Rapp, Board Member

1. **Meeting Called To Order**
   The Chair called the meeting to order at 4:01 PM

2. **Approval of Agenda**
   Motion to approve the April 2023 meeting agenda by John Perrie, second by Grant Clark. Motion approved by unanimous vote.

3. **Approval of Minutes**
   Motion to approve the March 8, 2023 regular meeting minutes by Grant Clark, second John Perrie. Motion approved by unanimous vote.

4. **Public Comment**
   Executive Director Margaret Reich introduced new staff member Matt Carstens.

5. **Board Business**
   a. Organizational Effectiveness
      Grant Clark, Treasurer presented the financial reports.

      Economic Development Assistant Carstens reported on research into possible energy efficiency incentives and rebates for updates to the Business Park

   b. Build Local Capacity
      Executive Director Reich participated in the city's interview panel, contracting with Place Dynamics for the space study, and possible consultant visit early May or June. Board member Lubanski reported on the Arts Alliance meeting and the upcoming retreat.

   c. Marketing

CenterFuse has entered into a marketing agreement with Manastash Media to raise awareness and share stories about the work of CenterFuse. Economic Development Assistant Carstens provided an update to the implementation of the recommendations in the key industry report.

d. Business Recruiting & Expansion
The Executive Director provided a progress report on prospective large distribution center, I-90 and Bowers Field prospects. Updates from grant funded projects including the USDA Non-Residential Building and Land data collection, the CERB I-90 West Interchange Private Development study, the CERB Value-Added Wood Products study, Cat Tank and food truck projects. Food trucks @EHS competition happens late April.

Council liaison Elliott shared information about Bowers Field, letting the Board know the city has no plans to annex this area in the short term.

6. **For the good of the order**
Executive Director Reich informed the board of a grant application to Commerce's Innovation Cluster Accelerator Launch Program for Cybersecurity, a meeting facilitated by CenterFuse between CWU, SCWC, and Kittitas County on workforce development, meeting with Microsoft and an invitation to attend Flywheel as a guest of Microsoft. The Board discussed getting on the Ellensburg City Council calendar to present in May. Staff will follow up with the city.

7. **Adjournment** – time 5:23 Motion to adjourn by Grant Clark

Drafted: 4/13/2023
Approved: Garrett Poshusta
Submitted by: Margaret Reich

CITY OF ELLENSBURG
Date of Meeting:
Time of Meeting:
Place of Meeting:

LIBRARY BOARD
April 11, 2023
4:30 p.m.
City Council Chamber

Marty Blackson, Chair, term expires December 31, 2027
Loretta Gray, Secretary, term expires December 31, 2027
Mary Holmgren, term expires December 31, 2026
Andreina Delgado, term expires December 31, 2023
Melina Meador, term expires December 31, 2024
Andrea Sledge, term expires December 31, 2026
Mary James, term expires December 31, 2027

I. CALL TO ORDER

Gray called the meeting to order at 4:30 pm.

II. ATTENDANCE

PRESENT: Marty Blackson, Andreina Delgado, Mary Holmgren, Mary James, Melina Meador, Andrea Sledge
COUNCIL LIASON: Sarah Beauchamp
EXCUSED ABSENCE: Loretta Gray
VISITOR: None
STAFF: Josephine Camarillo

III. APPROVAL OF AGENDA

Board member James made the motion to approve the agenda, which was seconded. Motion passed 6-0, **motion approved.**

IV. APPROVAL OF MINUTES

Board member Meador made the motion to approve the agenda, which was seconded. Motion passed 6-0, **motion approved.**

V. CORRESPONDENCE AND CITIZEN COMMENTS/SUGGESTIONS

None

VI. REPORTS

A. Director's Report: (1) Office Specialist Jennifer Innes last day was April 10. The position will open soon. (2) Carolyn Peterson from WSL came for a site visit. She is recommending the Library Board conduct a strategic plan. (3) Josephine took part in two interview processes for City Arts/Economic Development Director and IT Director.

(4) Materials circulation has increased. (5) Hal Homes continues to be very busy. (6) Library/HH hosting a number of programs in April.

B. Budget Report: Everything is on track.

C. Friends of the Library Report: Book Club Tea will be held on Monday, April 17 at 7pm in the Hal Holmes. Guest speaker will be Ellensburg Poet Laureate Marie Marchand.

VII. UNFINISHED BUSINESS

A. None.

VIII. NEW BUSINESS

A. 2022 Library statistics were reviewed and discussed. There has been a 5% increase in library card holders; eAudio/eBooks circulation increased 20%; physical items circulation decreased 20%; website visit increased 52%

IX. UPCOMING PROGRAMS/EVENTS

April 10	Library Book Club, HH 3pm
April 15	Mama Rising, 12pm
April 17	FOL Book Club Tea, 7pm
April 19	Jigsaw Puzzle Tournament, 5:30pm
April 22	Human Library, 10:30am
April 26	Poetry Reading with Jhampa and Marie Marchand, 6pm
May 6	One Book One County event, 10am

X. UNSCHEDULED BUSINESS

A. None

XI. NEXT MEETING

May 9, 2023

XII. ADJOURNMENT

With no further discussion, meeting adjourned by Blackson at 5:02 p.m.

Respectfully submitted,
Josephine Camarillo, Staff

CITY OF ELLENSBURG | **Minutes Planning Commission, Regular Meeting**
Date of Meeting | **March 9, 2023**
Time of Meeting | **5:45 PM**
Place of Meeting | **Council Conference Rm 501 North Anderson Street**
Ellensburg, WA 98926
And remotely via Zoom

1. Call to Order

Chair Padjen called the meeting to order at 5:45 p.m.

2. Roll Call

Roll Call Present In-Person: George Bottcher, Fred Padjen, Delano Palmer, Sathy Rajendran

Roll Call Present-Via Zoom: Ed Harrel, Sigrid Davison

Absent: Geraldine O'Mahony, Rich Elliott

Also Present: Jamey Ayling, Community Development Director, Kathy Boots, Planning Technician;

Also, Present Via Zoom: Joel Greear

3. Approval of Agenda

Commissioner Rajendran moved to Approve the Agenda. **Motion Passed 6-0.**

4. Approval of the Minutes

A. Minutes of the February 9, 2023, Planning Commission Meeting

Commissioner Delano made a motion to approve the minutes from February 9, 2023. **Motion Passed 6-0.**

5. New Business

A. Open Record Public Hearing to consider Conditional Use Permit Request (P22-132) from Solar Dolar LLC. to operate indoor recreation in facilities located on a 9.4-acre property identified by Parcel ID #961395 and 955942, located at 1410 and 1500 Dolarway Road in the Light Industrial (I-L) Zone.

Appearance of fairness reviewed. Director Ayling read staff report. Parking for this project has been addressed. Staff recommended approval. Public comment was not received in writing. Public hearing comment was opened. Commissioner Davison asked for clarification on which buildings were part of the CUP. Commissioner Padjen inquired about City regulations if the buildings are used for lead-based projectiles. City Code does not prohibit lead-based projectile use in this zone, but the applicant would be required to apply for a Tenant Improvement building permit where regulations would be required. The buildings are insulated so noise will be contained within the building. No public comment. Public hearing comment closed. Commissioner Delano motioned to approve the findings of fact as presented and moved to approve the Conditional Use Permit. Commissioners deliberated. Commissioner Bottcher read findings of fact 1-4 and motioned for the Planning Commission to approve the Conditional Use Permit P22-132 as presented. **Motion Passed 6-0.**

6. Old Business

None

7. Citizen Comment

None

8. Staff update/Discussion Items

A. Review work plan for 2023

The Commission will work on the housing action plan by addressing bonus density incentives through the City Ordinance process so that it can be utilized more.

9. Commission Representative Update

Commissioner Bottcher discussed the State Legislature allowing multi-family housing in every zone and had concerns over how it could impact the City. Clarification on the regulations is being sought.

Bottcher expressed concern over the population increase and wants to ensure the City can accommodate the growth. Commissioner Padjen added some clarification.

10. Adjournment

Chairman Padjen adjourned the meeting at 6:35 p.m.
Next meeting April 13, 2023, 5:45 p.m.

PUBLIC TRANSIT ADVISORY COMMITTEE MEETING MINUTES

City of Ellensburg	Minutes of PTAC Meeting
Date & Time of Meeting	April 25, 2023 3:30 PM
Place of Meeting	Hybrid Meeting

1. Call to Order and Roll Call

Roll Call Present: Amy Spitznas, Jim Hurson, David Miller, Christopher King, Joey Bryant

Roll Call Absent: Sawyer Stearns (excused), Soloman Kairu

Also Present: Betsy Dunbar – COE, Keiko Walsh – HopeSource, Spencer Klewin - HopeSource

2. Approval of Agenda

- Motion by Jim Hurson to approve the PTAC Meeting Agenda.
  Motion Affirmed by all.

3. Guest Speakers

- DEI Commission members shared the mission of the commission.
- HDR Engineering, Inc. updated the committee on the Zero-Emissions Transition Plan. HDR will complete the project and report at the May PTAC meeting.

4. Follow Up Items

- All follow up items were reviewed.

5. Ridership Stats

- March ridership stats were reviewed.

6. Agenda Items

- PTAC members recommended the Cabulance Extension Amendment Agreement be forwarded to the City Council for approval subject to Legal review. Motion by Jim Hurson. Motion Affirmed by all.

7. Transit Marketing Updates - None

8. Transit Updates

- Transit updates were shared with the committee members.

9. Approval of Minutes

- Motion by Jim Hurson to approve the March 21, 2023 PTAC Meeting.
  Motion Affirmed by all.

10. Member Updates:

- Potential route updates were discussed.

11. Next PTAC Meeting:

The next regular PTAC meeting will be held on May 16th, 2023.

12. Adjournment:

With no further discussion, the meeting was adjourned at 5:03 PM

Betsy Dunbar
Drafted: April 26, 2023
Approved: May 16, 2023

CITY OF ELLENSBURG **Utility Advisory Committee**

Date of Meeting	**April 20, 2023**
Time of Meeting	**3:30 PM**
Place of Meeting	**Council Chambers and remotely via Zoom**

Nancy Goodloe, Chairperson, term expires May 31, 2024
Nancy Lillquist, City Council, Vice Chairperson, term expires May 31, 2025
Scott Carlson, CWU, term expires May 31, 2025
Bryan Clark, KITTCOM, term expires May 31, 2023
Kittitas County, Telecommunications Utility customer, term expires May 31, 2023
VACANT, City Utility Customer, term expires May 31, 2023
Ed Barry, City Utility Customer, term expires May 31, 2023

1. CALL TO ORDER

Chairperson Goodloe called the meeting to order at 3:31 pm.

2. ROLL CALL

Members present: Nancy Goodloe, Chair; Nancy Lillquist, City Council; Ed Barry, City Utility Customer; Bryan Clark, KITTCOM (Zoom)

Committee member Lillquist moved to excuse Scott Carlson. **Motion approved. 4-0**

Also present: Ryan Lyyski, Public Works & Utilities Director; Buddy Stanavich, Power & Gas Manger; Kim Bowie, Operations Analyst; Darin Yusi, Gas Engineer (Zoom); Mike Helgeson, Assistant PW&U Director; Jon Morrow, Stormwater Manager; Julie Coppock, Rate Analyst (Zoom); Derek Mayo, Engineering Services Manager; Paul Meyer, Electrical Engineer; Michael Jenkins, Finance Officer.

Three members of the public present remotely via Zoom.

3. APPROVAL OF AGENDA

Committee member Lillquist moved to amend the agenda to add item 8.C. Asphalt Plant and System Loop Design Agreement. **Motion approved. 4-0**

4. APPROVAL OF MINUTES

4.A. Approve minutes - March 16, 2023, regular meeting minutes

Committee member Barry moved to approve the regular meeting minutes. **Motion approved. 4-0**

5. APPROVAL OF CONSENT AGENDA

5.A. Accept the Resignation of Nate Sitton

Committee member Barry moved to approve the consent agenda. **Motion approved. 4-0**

6. CORRESPONDENCE AND CITIZEN COMMENTS ON NON-AGENDA ITEMS

Chair Goodloe stated that we've received public comments via email from Meghan Anderson and have dispersed them to the Committee. Chair Goodloe also mentioned that we've received public comments from Sylvia Shriner as well.

Sylvia Shriner read her correspondence that was received & distributed before the meeting.

7. TELECOMMUNICATIONS UTILITY DISCUSSION ITEMS

7.A. Telecommunications Verbal Update

Buddy Stanavich informed the Committee of the upcoming telecom utility customer vacancy.

Telecommunication members are allowed to vote on telecommunication items only per ECC 1.50.040

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

8.A. Interview Panel Selection

Committee member Lillquist moved to appoint Committee member Goodloe, Committee member Lillquist and a staff person as the panel selection to perform UAC interviews for vacant positions. Telecom interviews would include an additional staff member from the telecom department. **Motion approved. 3-0**

8.B. Sustainability & Energy Plan Project Update

Buddy Stanavich announced that the first steering committee meeting will be April 27th and the agenda is currently being developed.

8.C. Asphalt Plant and System Loop Design Agreement

Darin Yusi reported a system loop design agreement with Kimley-Horn in the amount of approximately $168,000. This loop project has been identified for system integrity in the *6-Year Gas System Study,* is part of the utility's long-term plan, and allows the Granite Construction asphalt plant the ability to switch from propane to natural gas. Granite expressed their desire to convert from propane to natural gas in an effort to reduce operating costs, lower their energy consumption, and greatly reduce the plants carbon emissions.

Committee member Lillquist moved to forward a favorable recommendation to City Council to authorize the City Manager's signature on the system loop design agreement with Kimley-Horn. **Motion approved. 3-0**

9. INFORMATIONAL ITEMS

9.A. 2023 Aquifer Level Report

Mike Helgeson gave a presentation on the 2023 static well levels.

9.B. Committee Member Updates

Ed will not be re-applying for the open Committee position.

9.C. Public Works & Utilities Issues and Updates

Staff shared departmental updates.

10. NEXT MEETING

10.A. May 18th, 2023, at 3:30 pm

11. ADJOURNMENT

With no further discussion, the meeting adjourned at 4:39 pm.

Kim Bowie
Recording Secretary
Drafted: 4/21/23
Approved: 5/18/23

Agenda #5.C

Meeting Date: June 5, 2023
City of Ellensburg
City Council Agenda Report

Agenda Subject:	Memorandum of Understanding between the Greater Columbia Region Municipalities to Establish an Opioid Abatement Council
Submitted by:	Terry Weiner
Department:	City Attorney

Suggested Motion/Action:
Authorize the Mayor to enter into the Memorandum of Understanding {MOU) to partner with the Greater Columbia Region Municipalities Opioid Abatement Council (OAC). In addition, staff would like the City Council to designate a representative for the City on the OAC.

Background/Summary:
On April 18, 2022 and March 20, 2023, City Council authorized settlement agreements with various opioid manufacturers and distributors. As part of these agreements, local governments are required to participate in an Opioid Abatement Council (OAC) for oversite and reporting of the spending of allocated settlement funds.

Previous Council Action:
N/A for the OAC.

Analysis:
The Washington counties of Asotin, Benton, Columbia, Franklin, Garfield, Kittitas, Walla Walla, Whitman, and Yakima along with the cities of Ellensburg, Grandview, Kennewick, Pasco, Pullman, Richland, Sunnyside, Walla Walla, West Richland, and Yakima propose to create the Greater Columbia Region Opioid Abatement Council (OAC) to fulfill the requirements of these settlement agreements.

The OAC would perform the required administrative duties to assure legal compliance for a fee not to exceed 10% of the paid settlement. The OAC would aggregate costs in year one and divide the expenses proportionately by the overall financial settlement of each partner as a percentage. Future year costs are expected to be less than $10,000 per year overall and the yearly cost will be allocated in the same manner.

Each local jurisdiction would retain full access to settlement funds and the ability to spend dollars according to each organization's spending plan as long as it complies with the settlement agreement and is properly reported. Staff is working with Kittitas County (also an OAC member receiving settlement funds) to discuss potential for combining City settlement funds with the County's funds as well at the revenue generated by the 1/10th of 1%

behavioral health sales and use tax. Staff will present a spending plan for Council approval at a later date.

Financial Impact:
As noted, OAC expenses will be allocated among the member agencies. Per the previous settlement agreements, the MOU provides that participating Local Governments will reserve 10% of the Opioid Funds received for administrative costs related to the OAC. The OAC will provide an annual accounting for actual costs, and any remaining funds may then be used for the Participating Local Government's Approved purpose.

Attachments:
1. OAC MOU Final

MEMORANDUM OF UNDERSTANDING BETWEEN THE GREATER COLUMBIA REGION MUNICIPALITIES TO ESTABLISH AN OPIOID ABATEMENT COUNCIL

Whereas, the people of the State of Washington and its communities have been harmed by entities within the Pharmaceutical Supply Chain who manufacture, distribute, and dispense prescription opioids;

Whereas, certain Local Governments, through their elected representatives and counsel are engaged in litigation seeking to hold these entities within the Pharmaceutical Supply Chain of prescription opioids accountable for the damage they have caused to the Local Governments;

Whereas, Local Governments and elected officials share a common desire to abate and alleviate the impacts of harms caused by these entities within the Pharmaceutical Supply Chain throughout the State of Washington, and strive to ensure that principals of equity and equitable service delivery are factors considered in the allocation and use of Opioid Funds;

Whereas, Certain Local Governments engaged in litigation and the other cities and counties in Washington desire to agree on a form of allocation for Opioid Funds they receive from entities within the Pharmaceutical Supply Chain;

Whereas, Local Governments who receive funds that are governed by the August 2022 One Washington Memorandum of Understanding are required to participate in an Opioid Abatement Council to oversee and approve the plans for the spending of those funds;

Now therefore, the Local Governments within the Greater Columbia Region enter into this Memorandum of Understanding ("MOU") relating to the formation of an Opioid Abatement Council.

A. Definitions

As used in this MOU:

1. "Administering Agency" shall mean the Greater Columbia Behavioral Health, LLC.
2. "Approved Purposes" shall mean the strategies specified and set forth in the Opioid Abatement Strategies attached as Exhibit A.
3. "Greater Columbia Region" shall mean the allocation region as determined by the August 2022 One Washington Memorandum of Understanding between Washington Municipalities (One Washington MOU) made up of the following counties: Asotin, Benton, Columbia, Franklin, Garfield, Kittitas, Walla Walla, Whitman, and Yakima.
4. "Participating Local Governments" shall mean those local governments that have chosen to sign on to the One Washington MOU. The Participating Local Governments for this MOU are: Asotin County, Benton County, Columbia County, Franklin County, Garfield County, Kittitas County, Walla Walla County, Whitman County, Yakima County, Kennewick, Richland, West Richland, Pasco, Ellensburg, Walla Walla, Pullman, Grandview, Sunnyside and Yakima.
5. "Opioid Abatement Council (OAC)" shall mean the group of representatives from the municipalities receiving funds within the Greater Columbia Region to oversee

Opioid fund allocation, distribution, expenditures and dispute resolution as well as other responsibilities laid out in this MOU. *See also* One Washington MOU.

6. "Opioid Funds" shall mean monetary amounts obtained through a Settlement as defined in the One Washington MOU.

B. Opioid Abatement Council

a. All Participating Local Governments may have one representative on the OAC subject to the requirements detailed in the One Washington MOU..

b. The OAC shall meet on a quarterly basis or as needed, as determined by the Administering Agency.

c. All Participating Local Governments will submit a spending plan to the OAC that complies with the Approved Purposes as outlined in Exhibit A, prior to the Participating Local Governments' expenditure of any Opioid funds.

d. Responsibilities of the OAC:

    i. Overseeing distribution of Opioid Funds from Participating Local Governments to programs and services within the Allocation Region for Approved Purposes.

    ii. Annual review of expenditure reports from Participating Local Jurisdictions within the Allocation Region for compliance with Approved Purposes and the terms of this MOU and any Settlement. To facilitate this process, each Participating Local Government shall submit monthly expenditure reports for each month that funds were distributed.

    iii. Reporting and making publicly available all decisions on Opioid Fund allocation applications, distributions and expenditures by the OAC or directly by Participating Local Governments.

    iv. Developing and maintaining a centralized public dashboard or other repository for the publication of expenditure data from any Participating Local Government that receives Opioid Funds, and for expenditures by the OAC in that Allocation Region, which it shall update at least annually.

    v. Hearing complaints by Participating Local Governments within the Allocation Region regarding alleged failure to:

        1. Use Opioid Funds for Approved Purposes or
        2. Comply with reporting requirements.

    vi. If necessary, requiring and collecting additional outcome related data from Participating Local Governments to evaluate the use of Opioid Funds, and all Participating Local Governments shall comply with such requirements.

e. If the OAC concludes that a Participating Local Government's expenditure of its allocation of Opioid Funds did not comply with the Approved Purposes listed in Exhibit A or the terms of this MOU, or that the Participating Local Government otherwise misused its allocation of Opioid Funds, the OAC may take remedial action against the alleged offending Participating Local Government. Such remedial action is left to the discretion of the OAC and may include withholding future Opioid Funds owed to the offending Participating Local Government or requiring the offending Participating Local Government to reimburse improperly expended Opioid Funds back to the OAC to be re-allocated to the remaining Participating Local Governments within the Region.

f. All Participating Local Governments and the OAC shall maintain all records related to the receipt and expenditure of Opioid Funds for no less than five (5) years and shall make such records available for review by any other Participating Local Government or OAC, or the public. Records requested by the public shall be produced in accordance with Washington's Public Records Act RCW 42.56.001 *et seq*. Records requested by another Participating Local Government or an OAC shall be produced within twenty-one (21) days of the date the record request was received. This requirement does not supplant any Participating Local Government or OAC's obligations under Washington s Public Records Act RCW 42.56.001 *et seq*.

g. Each Participating Local Government may elect to have its share re-allocated to the OAC. The OAC will then utilize this share for the benefit of Participating Local Governments within the Allocation Region, consistent with the Approved Purposes set forth in Exhibit A. A Participating Local Government's election to forego its allocation of Opioid Funds shall apply to all future allocations unless the Participating Local Government notifies the OAC otherwise. If a Participating Local Government elects to forego its allocation of the Opioid Funds, the Participating Local Government shall be excused from the reporting requirements set forth in this Agreement.

    i. In the case where Participating Local Governments chose to forego their allocation of Opioid fund, the OAC shall be responsible for:

        1. Approving or denying proposals by Participating Local Governments or community groups to the OAC for use of Opioid Funds within the Allocation Region.
        2. Directing the Trustee to distribute Opioid Funds for use by Participating Local Governments or community groups whose proposals are approved by the OAC.
        3. Administrating and maintaining records of all OAC decisions and distributions of Opioid Funds.

h. Participating Local Governments will reserve 10% of the Opioid Funds received for administrative costs related to the OAC. The OAC will provide an annual accounting for actual costs, and any remaining funds may then be used for the Participating Local Government's Approved purpose. The Administering Agency will be responsible for providing staffing and administrative support for the OAC.

MEMORANDUM OF UNDERSTANDING BETWEEN THE GREATER COLUMBIA REGION MUNICIPALITIES TO ESTABLISH AN OPIOID ABATEMENT COUNCIL

This Memorandum of Understanding between the Greater Columbia Region Municipalities to Establish an Opioid Abatement Council is signed this _______ day of ________________, 2023 by:

____

Name & Title ____

On Behalf of ____

Exhibit A

OPIOID ABATEMENT STRATEGIES

Participating Local Governments that receive a direct payment maintain full discretion over the use and distribution of their allocation of Opioid Funds, provided the Opioid Funds are used solely for Approved Purposes**. Reasonable administrative costs for a Participating Local Government to administer its allocation of Opioid Funds shall not exceed actual costs or 10% of the Participating Local Government's allocation Opioid Funds, whichever is less.**

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions. Co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction. Including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse services that include the full American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including but not limited to:

   a. Medication-Assisted Treatment (MAT);
   b. Abstinence-based treatment;
   c. Treatment, recovery, or other services provided by states, subdivisions, community health centers; non-for-profit providers; or for-profit providers;
   d. Treatment by providers that focus on OUD treatment as well as treatment by providers that offer OUD treatment along with treatment for other SUD/MH condition, co-usage, and/or co-addiction; or
   e. Evidence- informed residential services programs, as noted below.

3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.

4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based, evidence-informed, or promising practices such as adequate methadone dosing.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professional and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction and for persons who have experienced an opioid overdose.
6. Support treatment of mental health trauma resulting from the traumatic experiences of the opioid user (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support detoxification (detox) and withdrawal management services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including medical detox, referral to treatment, or connections to other services or supports.
8. Support training on MAT for health care providers, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
10. Provide fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
12. Support the dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.
13. Support the development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for and recovery form OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction through evidenced-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Provide the full continuum of care of recovery services for OUD and any co0occurrinf SUD/MH condition, co-usage, and/or co-addiction, including supportive housing, residential treatment, medical detox services, peer support services and counseling,

community navigators, case management, and connections to community-based services.
2. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
3. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including supportive housing, recovery housing, housing assistance programs, or training for housing providers.
4. Provide community support services. Including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
5. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
6. Provide employment training or educational services for persons in treatment for or recovery form OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
7. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
8. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to manage the opioid user in the family.
9. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to current and recovering opioid users, including reducing stigma.
10. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

C. <u>CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)</u>

Provide connections to care for people who have – or are at risk of developing – OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Support Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Support training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
6. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, or person who have experienced an opioid overdose, into community treatment or recovery services through a bridge clinic or similar approach.
7. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions, co=usage, and /or co-addiction or persons that have experienced an opioid overdose.
8. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid=related adverse event.
9. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or to persons who have experienced an opioid overdose.
10. Provide funding for peer navigators, recovery coaches, care coordinators, or care managers that offer assistance to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or to person who have experienced on opioid overdose.
11. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
12. Develop and support best practices on addressing OUD in the workplace.
13. Support assistance programs for health care providers with OUD.
14. Engage non-profits and the faith community as a system to support outreach for treatment.
15. Support centralized call centers that provide information and connections to appropriate services and supports for person s with OUD and any co-occurring SUD/MH conditions, co-usage, an/or co-addiction.
16. Create or support intake and call centers to facilitate education and access to treatment, prevention, and recovery services for persons with OUD and any co-occurring SUD/MH condition, co-usage, and/or co-addiction.
17. Develop or support a National Treatment Availability Clearing house – a multistate/nationally accessible database whereby health care providers can list locations for currently available in-patient and out-patient OUD treatment services that are accessible on a real-time basis by persons who seek treatment.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are involved – or are at risk of becoming involved – in the criminal justice system through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or post-arrest diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including established strategies such as:
   a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
   b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
   c. "Naloxone Plus" strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
   d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;
   e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative;
   f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise and to reduce perceived barriers associated with law enforcement 911 responses; or
   g. County prosecution diversion programs, including diversion officer salary, only for counties with a population of 50,000 or less. Any diversion services in matters involving opioids must include drug testing, monitoring, or treatment.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, but only if these courts provide referrals to evidence-informed treatment, including MAT.
4. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who have immediate risks and service needs and risks upon release from correctional settings.

7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, and the needs of their families, including babies with neonatal abstinence syndrome, through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based, evidence-informed, or promising treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and y any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Provide training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
3. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
4. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
5. Offer enhanced family supports and home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including but not limited to parent skills training.
6. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIODS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
2. Academic counter-detailing to educate prescribers on appropriated opioid prescribing.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PSMPs), including but not limited to improvements that:
    A. Increase the number of prescribers using PDMPs;
    B. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs or by improving the interface that prescribers use to access PDMP data, or both; or
    C. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD.
6. Development and implementation of a national PDMP – Fund development of a multistate/national PDMP that permits information sharing while providing appropriate safeguards on sharing of private health information, including but not limited to:
    a. Integration of PDMP data with electronic health records, overdose episodes, and decision support tools for health care providers relating to OUD.
    b. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database.
7. Increase electronic prescribing to prevent diversion or forgery.
8. Educate Dispensers on appropriate opioid dispensing.

G. <u>PREVENT MISUSE OF OPIOIDS</u>

Support efforts to discourage or prevent misuse of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Corrective advertising or affirmative public education campaigns based on evidence.
2. Public education relating to drug disposal.
3. Drug take-back disposal or destruction programs.
4. Fund community anti-drug coalitions that engage in drug prevention efforts.
5. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing,

educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).

6. Engage non-profits and faith-based communities as systems to support prevention.
7. Support evidence-informed school and community education programs and campaigns for students. Families, school employees, school athletic programs, parent-teacher and student associations, and others.
8. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
9. Support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
10. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
11. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, opioid users, families and friends of opioid users, schools, community navigators and outreach workers, drug offenders upon release from jail/prison, or other members of the general public.
2. Provision by public health entities of free naloxone to anyone in the community, including but not limited to provision of intra-nasal naloxone in settings where other options are not available or allowed.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, and other members of the general public.
4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.

8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
10. Support mobile units that offer or provide referrals to treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
11. Provide training in treatment and recovery strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
12. Support Screening for fentanyl in routine clinical toxicology testing

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items C8, D1 through D7, H1, H3 and H8, support the following:

1. Current and future law enforcement expenditures relating to the opioid epidemic.
2. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, and coordination to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Community regional planning to identify goals for reducing harms related to the opioid epidemic, to identify areas and populations with the greatest needs for treatment intervention services, or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A government dashboard to track key opioid-related indicators and supports as identified through collaborative community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to in various items above, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Invest in infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.)

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
5. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
6. Research on expanded modalities such as prescription methadone that can expand access to MAT.

Agenda #5.D

Meeting Date: June 5, 2023
City of Ellensburg
City Council Agenda Report

Agenda Subject:	Professional Services Consultant Agreement for the Engineering and Design of the Pfenning Road Sidewalk Extension Project (240 feet north of Vantage Hwy to Radio)
Submitted by:	Dustin Davison, Assistant City Clerk
Department:	City Attorney

Suggested Motion/Action:
Staff recommends Council authorize the City Manager to execute the ‘Cost Plus Fixed Fee’ contract with PACE Engineers, Inc in the amount of $246,724.69, authorize the Public Works & Utilities Director to access the $15,000 Management Reserve portion of the contract if necessary, and the necessary budget adjustments.

Background/Summary:
Staff has performed a consultant selection for the engineering and design of the Pfenning Road Sidewalk Extension project from 240 feet north of Vantage Hwy to Radio Rd. Staff is requesting Council authorize the City Manager to execute the ‘Local Agency A&E Professional Services Cost Plus Fixed Fee Consultant Agreement’ with PACE Engineers, Inc. for these services.

The City of Ellensburg was successful in securing grant funding for the Pfenning Road Sidewalk Extension project in late 2022 through the Washington State Transportation Improvement Board (TIB). The proposed project will install bicycle lanes, sidewalks, and landscaped buffer strips to create a multi-modal pathway for pedestrians and bicycles on Pfenning Road from Vantage Highway to the Radio Hill neighborhood north of Radio Rd.

The completed project estimate is $2,138,500, with the grant funding 65% of preliminary engineering and construction. The anticipated project timeline shows design being completed in late 2023 with construction completed in the summer of 2024.

Previous Council Action:
Council adopted Resolution 2023-02 at its January 3, 2023 regular meeting, amending the Six-Year Transportation Improvement Plan (TIP) for 2023-2028 showing the project with secured funding. Council also authorized the mayor and staff to execute any and all necessary grant paperwork associated with this project.

Analysis:
Staff selected the most qualified consultants by utilizing the Municipal Research and Services Center consultant roster for firms with experience in street improvement projects, stormwater and irrigation infrastructure design, and pedestrian pathway and ADA

accessibility design. The consultants' Statements of Qualifications from the roster were rated and the top two firms were interviewed. After conducting interviews, PACE Engineers, Inc was selected with the highest rating from the interview scoring criteria.

Staff then negotiated a 'Cost Plus Fixed Fee' contract in the amount of $246,724.69 to perform the work. The contract includes a topographic survey, geotechnical and cultural resources investigation and reporting, civil design, landscaping, stormwater and irrigation design, stakeholder coordination, associated environmental permitting, public outreach and bidding assistance associated with the project. The contract also includes a 'Management Reserve' of $15,000.

TIB has authorized funding for preliminary engineering design and right of way acquisition as needed for the project.

Financial Impact:
The preliminary engineering and design is not budgeted within the 2023 Arterial Street Fund budget and will require a supplemental appropriation to the 2023 budgets with the following breakdown:

- $176,602 Grant Funds - Arterial Street Fund Revenue
- $85,122.69 Local Match for Preliminary Engineering - Arterial Street Fund Ending Fund Balance
- $261,724.69 Total 'Maximum Amount Payable' - Arterial Street Fund Expenditures

Attachments:
1. City of Ellensburg - Professional Services Agreement
2. Exhibits

AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF ELLENSBURG
AND
PACE Engineers

RELATING TO: Pfenning Road Sidewalk Extension

THIS COST PLUS FIXED FEE AGREEMENT is made and entered into this _15th day of May, 2023 ("Effective Date"), by and between THE CITY OF ELLENSBURG, a non-charter code city of the State of Washington (hereinafter called the "CITY") and PACE Engineers, a Corporation authorized to do business in the state of Washington (hereinafter called the "CONSULTANT").

1. RECITALS.

1.1. The CITY desires to obtain professional services for work related to the Pfenning Road Sidewalk project.

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

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

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

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

2. SCOPE OF WORK.

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

2.2. The CITY may review the CONSULTANT'S work product, and if it does not meet the standard of the profession, the CONSULTANT shall make such changes as may be required by the CITY to meet that standard. Such changes shall not constitute "Extra Work" as related in Section 13 of this Agreement.

2.3. The CONSULTANT agrees that all services performed under this Agreement shall be in accordance with the standards of the profession and in compliance with applicable federal, state and local laws. The standard of the profession applicable to the consultant services will be to that degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar work.

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

3. TIME OF PERFORMANCE. The CONSULTANT may begin work upon the Effective Date of this Agreement by both parties, or the CITY's issuance of a Notice to Proceed, whichever is applicable, and the duration of the Agreement shall extend through (December 31, 2023). The work shall be completed in accordance with the schedule set forth in the attached Exhibit B.

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

4.1. Payment shall be on the basis of the CONSULTANT'S standard billing rates multiplied by the actual hours worked, cost for actual labor, overhead and profit plus CONSULTANT'S direct non-salary reimbursable costs for cost plus fixed fee agreements or based on percentage of completed work for lump sum agreements, as set forth in the attached Exhibit C.

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

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

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

4.5. Final payment for the balance due to the CONSULTANT will be made after the completion of the work and acceptance by the CITY based on the standards outlined in section 2.3.

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 ($15000.00). 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 13 – Extra Work.

5. MAXIMUM COMPENSATION.

5.1. The CONSULTANT's total compensation and reimbursement under this Agreement, including labor, direct non-salary reimbursable costs and outside services, shall not exceed the maximum sum of ($246,724.69). This amount is the maximum amount to be paid under this Agreement and shall not be exceeded without prior written authorization from CITY in the form of a negotiated and executed amendment of this Agreement.

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

6. RELATIONSHIP OF PARTIES.

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

6.2. Employees of the CONSULTANT, while engaged in the performance of any work or services under this Agreement, shall be considered employees of the CONSULTANT only and not of the CITY, and claims that may arise under the Workman's Compensation Act on behalf of said employees while so engaged, and any and all claims made by a third party as a consequence of any negligent act or omission on the part of the CONSULTANT'S employees while so engaged, on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT. On or before the Effective Date, CONSULTANT shall file, maintain and/or open all necessary records with the Internal Revenue Service and the State of Washington, and as may be required by RCW 51.08.195, to establish CONSULTANT's status as an independent contractor.

7. WORK PRODUCT AND DOCUMENTS.

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

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

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

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

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

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

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

10. SUBCONTRACTING.

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

10.2. 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. If this Agreement is terminated in its entirety by the CITY for its convenience, the CITY shall pay the CONSULTANT for satisfactory services performed through the date of termination, but no amount shall be allowed for anticipated profit on unperformed Services or other work.

14.2. The CITY may terminate this Agreement, in whole or in part and at any time, in writing if CONSULTANT substantially fails to fulfill any or all of its material obligations through no fault of CITY. If CITY terminates all or part of this Agreement for default, CITY shall determine the amount of Services performed to the date of termination and the amount owing to CONSULTANT using the criteria of section 2.3; provided that (a) no amount shall be allowed for anticipated profit on unperformed Services or other work, and (b) any payment due to CONSULTANT at the time of termination may be adjusted to the extent of any additional costs CITY incurs or will incur because of CONSULTANT’s default. In such event, CITY shall consider the actual costs incurred by CONSULTANT in performing the Services to the date of termination, the amount of Services originally required which was satisfactorily completed to the date of termination, whether the Services or deliverables were in a form or of a type which is usable and suitable to CITY at the date of termination, the cost to CITY of either completing the Services itself or employing another firm to complete the Services in addition to the inconvenience and time which may be required to do so, and other factors which affect the value to CITY of the Services performed to the date of termination. Under no circumstances shall payments made under this provision exceed the Schedule of Charges. This provision shall not preclude CITY from filing claims and/or commencing litigation to secure compensation for damages incurred beyond that covered by withheld payments.

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

15. INDEMNIFICATION/HOLD HARMLESS.

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

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

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

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

16. INSURANCE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

City of Ellensburg
Department of _Public Works_________________
Attention: Josh Mattson______________________
501 N. Anderson
Ellensburg, WA 98926

Pace Engineers
104 E Ninth Street
Wenatchee, Washington 98801

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 Rate Sheet

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: Ken Nilsen, PE

Title: President

Tax ID#: 91-1553757

THE CITY OF ELLENSBURG:

By: ________________________

Printed Name: ________________________

Title: ________________________

ATTEST: ________________________
Clerk

Approved as to Form:

____
City Attorney

April 19, 2023

Exhibit A

Mr. Josh Mattson
City of Ellensburg
501 North Anderson Street
Ellensburg, Washington 98926

RE: Pfenning Road Sidewalk Extension
City of Ellensburg, Washington
Scope of Work for Professional Engineering, Landscape Architecture and Land Surveying

Dear Mr. Mattson:

PACE Engineers, Inc. (PACE) would like to thank you for this opportunity to provide this proposal for professional engineering, landscape architecture, and land surveying services for Pfenning Road Sidewalk Extension located at Pfenning Road in the City of Ellensburg (City). The following outline provides the elements that we believe will be associated with the advancement and completion of the project objectives. If anything in this proposal is not consistent with your vision or expectations, please let us know so we may revise the scope of services and fees.

PROJECT UNDERSTANDING

The City has requested a proposal from PACE for extending the sidewalks on either side of Pfenning Road to provide additional connectivity to residential development in the area. The project also includes piping the existing roadside ditches on either side of the road which currently collect roadway runoff and convey tailwater irrigation. The City anticipates the design phase of this work to extend from April 2023 through November 2023. The bid phase will begin in early 2024. Construction will follow in the summer and fall of 2024. The scope of the project is more specifically described as follows:

- Pfenning Road Sidewalks – Design of approximately 1,300 LF of sidewalk on either side of a two-lane neighborhood collector. The roadway improvements will include curb, gutter, and sidewalk on both sides, and combined irrigation and storm drainage. The sidewalk improvements will traverse through an undeveloped right-of-way and include several driveways. The roadway section shall be consistent with the City standards and the roadway sections attached.
- Irrigation Ditch Enclosure – Due to proposed construction of the sidewalks, the open irrigation ditch will no longer be viable. The City intends to fill this ditch and replace it with underground piping. The current open channel ditch extends south from the irrigation ditch at the north end of the project in line with Radio Road down to open-ended pipes on either side of Pfenning Road approximately 200 feet north of the intersection with Vantage Highway. PACE will explore design options to accommodate the irrigation water and account for the small irrigation pumps that serve landowners on either side of Pfenning Road.

PACE Engineers, Inc.
104 East Ninth Street
Wenatchee, WA 98801-1505
p 509.662.1762 | *f:* 509.662.4324

www.paceengrs.com

The specific elements of the proposed scope of work include, but are not limited to:

- Project Management
- Topographic survey
- Geotechnical Subsurface Investigation and Report
- Conceptual Design Phase
- Stakeholder Coordination
- Development of 30% PS&E for the improvements described above
- Development of 60% PS&E for the improvements described above
- Development of 90% PS&E for the improvements described above
- Preparation of Bid Documents
- Bid Assistance
- Construction engineering services

SCHEDULE

- Notice to Proceed with the design phase on or about April 15, 2023
- Bid Advertisement and Bid Opening in January 2024
- Award and Contract Execution February and March 2024
- Construction Phase May 2024 through August 2024 (90 working days)
- Project Closeout September 2024

SCOPE OF WORK

PACE teaming arrangements are as follows:

- Shannon & Wilson Consulting: Geotechnical engineering required for stormwater management and roadway engineering support.
- Transpo Group: Assistance with traffic analysis for roadway and illumination design. Transpo is providing channelization, signing, illumination, and work zone traffic control in accordance with the attached scope.
- PACE: As the prime, PACE will provide all remaining design elements including, but not limited to, project management, stakeholder coordination, professional land surveying, ADA compliance, grading, stormwater management, irrigation pipeline design, Landscape (Street Trees), and drip irrigation design.

TASK 1 — PROJECT MANAGEMENT

Coordination with the City to ensure work is completed timely and within budget. Monthly statements of progress will be prepared summarizing the project status, fees invoiced, and remaining budget. For budgeting purposes, we anticipate 12-14 monthly invoices and progress reports for the Design and Bid phases of the project. We estimate one (1) hour to prepare each monthly invoice including a written progress report. Additional invoicing and reporting will be included in the Construction Services task.

Quality assurance and quality control (QA/QC) will be provided as part of this subtask. Deliverables will be reviewed in-house to ensure quality and accuracy of the final deliverable.

PACE will conduct bi-weekly progress meetings with City staff during the duration of the design phase estimated to be a 10-month duration. For the purposes of establishing a budget, we estimate 20 progress meetings be held during the design phase with approximately one hour travel time each.

While waiting for TIB to do final review, the meetings will likely taper off for a time until preparing for the bid. During the bid phase a few meetings will likely be needed and then resume as bi-weekly meetings during construction.

PACE will provide project management during the design and bid phases of the project. Project management includes management and coordination of internal resources and subconsultants, task assignments, internal progress meetings, monitoring progress of deliverables, and coordination with City staff.

DELIVERABLES:

- 24-28 Bi-weekly Progress Meeting Agendas
- 24-28 Bi-Weekly Progress Meeting Minutes
- 12-14 Monthly Progress Reports with Invoicing

TASK 2 — TOPOGRAPHIC SURVEY AND MAPPING

Research and Data Gathering: This work includes researching existing survey control, utilities mapping, and initial preparation to conduct the field survey.

Boundary Control: This work will include establishing horizontal and vertical control to the project site such that the work will be completed on City datum.

Topographic Survey and Mapping: This work will include all necessary fieldwork to complete the topographic survey fieldwork, reduction of field data, reviewing information gathered for accuracy, and mapping of the project elements.

- The mapping will be prepared using AutoCAD 3D software, 2018 edition.
- The mapping will use PACE formatting and layering standards.
- The mapping will be prepared at a 1” = 20’ scale with one (1) foot contours.
- The survey limits will be mutually agreed upon by City staff and PACE . However, for this scope it is assumed that the survey limits are full right-of-way of the following;
    - Pfenning Road Sidewalk Extension– 66-foot corridor (60-foot ROW plus 3 feet outside ROW on either side) by 1,300 LF
    - Irrigation Ditch Enclosure – 15 feet in width by 1,300 LF on east side, approximately ½ that distance on west side.
- The survey horizontal datum will be Washington State Plane Coordinates South Zone NAD 83 and vertical datum NAVD88.
- PACE will provide a subconsultant to perform utility locating along the alignments and project limits described in the project understanding.

ASSUMPTIONS:

- City is to facilitate right of entry on all effected parcels.
- City is to provide title reports on all effected parcels.

- City is to provide record drawings, and plans on all effected parcels including any as-built utility records.

DELIVERABLES:

- Electronic copies of the basemapping formatted for 11”x17” paper size in pdf format.

TASK 3 — GEOTECHNICAL INVESTIGATIONS AND REPORT

We understand the objective of the geotechnical design services is to explore subsurface conditions, complete laboratory testing, and provide geotechnical recommendations for design and construction of the Project elements described above.

Work will consist of the following three tasks:
Task 1 – Field Explorations
Task 2 – Geotechnical Engineering Analysis and Reporting
Task 3 – Plan Review and Project Management

Field Investigations (Shannon & Wilson, Inc.)

1. Attend a teleconference kick-off meeting with PACE.
2. Review provided topographic survey, geologic maps, and nearby geotechnical studies.
3. Perform a field reconnaissance to observe site conditions and mark field exploration locations for utility locate requests.
4. Complete the “Call Before You Dig” public utility locate request at the proposed field exploration locations.
5. Subcontract, coordinate, and observe a one-day test pit exploration program. The test pits will be excavated to about 15 feet below the existing ground surface (bgs) or to practical refusal, whichever occurs shallowest. We estimate up to three (3) test pits may be completed.
6. A Shannon & Wilson field representative will be onsite full-time to observe and log the explorations and collect soils samples. Dynamic Cone Penetrometer (DCP) testing will be completed in the test pits to correlate soil density and California Bearing Ratio (CBR) for pavement design.
7. Select soil samples will be tested for moisture content and grain size analysis tests to aid in soil classification, to develop engineering properties, and to evaluate onsite soils for reuse as structural fill.

Assumptions

- Right-of-entry permission and access to the field exploration locations will be provided to Shannon & Wilson by the City and PACE.
- Shannon & Wilson will be provided with nearby geotechnical reports and a map showing the location of utilities and irrigation infrastructure along the alignment ahead of the field reconnaissance, public utility locates, and test pits.
- The large-scale pit will be conducted in general accordance with the Washington State Department of Ecology (Ecology) Stormwater Management Manual for Eastern Washington (SWMMEW).

- All of the explorations will be backfilled with excavated soils and tamped into place with the excavator bucket; additional compaction and density testing are not scoped at this time. Some future subsidence should be expected at the exploration locations.
- No pavement cutting, coring, or restoration, or traffic control will be required.
- Soil and groundwater encountered will not be contaminated. We will notify you immediately if soil suspected of being contaminated (by smell or visual observation) is encountered. Characterization/testing and disposal of contaminated materials is not included in this scope.

Deliverables

- Field exploration logs and laboratory test results to be included in geotechnical report with preliminary summary of subsurface conditions conveyed to PACE via telephone or brief email.

GEOTECHNICAL ENGINEERING ANALYSIS AND REPORTING (SHANNON & WILSON, INC.)

1. Perform geotechnical engineering analyses utilizing the data acquired from Task 1.
2. A draft geotechnical report will be prepared and submitted to the project team for review. The draft report will be finalized after we receive one round of consolidated review comments from the project team. The report will summarize the results of our geotechnical study, and will include the following:
   a. A site map showing the approximate locations of the field explorations.
   b. Summary description of geology at the site, encountered subsurface conditions (soil and groundwater), exploration logs, and a summary of laboratory test results.
   c. Stormwater infiltration feasibility assessment and recommendations for design hydraulic conductivity rate of receptor soils at the test pit locations.
   d. Recommendations for earthwork, temporary shoring, and dewatering concepts; subgrade preparation; and backfill materials and compaction requirements for construction of buried piping along the existing irrigation ditch.

Assumptions

- The design equivalent single axle loads (ESALs) for the roadway will be provided to Shannon & Wilson by PACE or the City for use in pavement design calculations.
- A site map or topographical survey will be provided to Shannon & Wilson for use in generating a site exploration map.
- Project elements will be designed in accordance with Washington State Department of Transportation (WSDOT) and AASHTO design guidelines.
- The final geotechnical report will be issued up to two weeks after receiving the draft geotechnical report comments from the City and PACE. There will be one (1) round of comments.

Deliverables

- Draft geotechnical report
- Final geotechnical report

PLANS REVIEW AND PROJECT MANAGEMENT (SHANNON & WILSON CONSULTING)

1. Review geotechnical elements of project plans to verify conformity with final geotechnical report and correspond with design team as needed following submittal of final geotechnical design report for up to six (6) hours of labor.

2. Provide ongoing project management and correspondence with the design team throughout the project duration for up to six (6) hours of labor.

ASSUMPTIONS

- There will be one round of plan and specification review and comments provided by Shannon & Wilson.

DELIVERABLES

- Correspondence emails and communications conveying review input/comments.

TASK 4 – CONCEPTUAL DESIGN

PACE will prepare a conceptual design for the roadway shoulders, sidewalks, irrigation ditch removal, and underground piping alignment. The conceptual design will be prepared in plan view only and will not include grading or drainage in the plan. The conceptual design will be a scaled depiction of the proposed improvements shown as an overlay onto high resolution aerial imagery. The high-resolution aerial imagery will be obtained from local sources, either the City or Kittitas County (County) Geographic Information System (GIS) data. The conceptual design will be consistent with City design standards and guidelines for the proposed improvements. The conceptual plan will only show these improvements/alternatives in plan view. Profiles will be developed in later design iterations.

The shoulder improvements will comply with the WSDOT design manual. The conceptual design for the shoulder and sidewalk will confirm entry characteristics and travel paths.

The roadway storm drainage will not be shown on the conceptual design. However, a draft drainage report will be prepared in accordance with the Ecology Eastern Washington Storm Water Management Manual; current edition. The runoff control and water quality treatment BMPs will be selected and included in the conceptual design.

The filling of the irrigation ditch will also be also on the conceptual plan. PACE will match existing downstream pipe size. We will show the existing alignment of the irrigation ditch and tie into existing piping. We will also explore options to serve the adjacent properties with pumps for irrigation.

A draft of the conceptual design will be presented to City staff for review and input. This scope of work includes a presentation meeting with City staff either in person or virtual depending on City preference.

PACE will incorporate City review comments into the draft Conceptual plan and prepare a final plan that will be shared with stakeholders and become the basis for further design development.

Deliverables:

- Preliminary and final geometric layout

TASK 5 – STAKEHOLDER COORDINATION

PACE anticipates coordination with the following stakeholders:

- Cascade Irrigation District
- US Bureau of Reclamation
- BPA and PSE for power utility coordination
- Consolidated Communications and Charter Communications

- City of Ellensburg for power, water, sewer, and stormwater utilities
- Ziply™ Fiber for internet and communications
- Adjacent private property owners

Stakeholder coordination strategy includes conducting an initial kickoff meeting to share the approved conceptual design for the project and present the overall project scope of work and schedule for stakeholder input. Design plans will be shared with each stakeholder at the 30%, 60% and 90% submittals for their review and comment. Stakeholder comments will be logged along with designer responses in a spreadsheet and issued to each stakeholder for each iteration of the PS&E development. Construction phase will be coordinated with the Ellensburg School District to solicit input on construction activities while school is in session. For the purposes of establishing a budget for this task, PACE anticipates four (4) stakeholder meetings estimated at one (1) hour each plus travel time, to which all utilities will be invited to attend.

DELIVERABLES:

- Two (2) Stakeholder Coordination Meeting Agendas
- Two (2) Stakeholder Coordination Meeting Minutes
- Two (2) Response Matrix Spreadsheet Iterations
- Exhibit of Conceptual Design
- Exhibits of 30%, 60, 90% Plans

TASK 6 – DESIGN DEVELOPMENT PHASE

The design development phase will be an iterative design process building upon previous work to arrive at the bid documents. PACE will lead the design team through this process which includes submittals at 30%, 60%, and 90% milestones described below.

Task 6.1 30% Design

This work includes production of civil site plan drawings for the construction of the new roadway sections. Design development is an iterative process that builds upon each previous phase of work to refine the design to be consistent with industry standards of care. The 30% design will focus on furthering the detail provided in the conceptual design and includes transferring the conceptual design to basemapping provided by our topographic survey.

- Coordinate with surveyor on the development of survey basemap and AutoCAD Civil 3D tin surface.
- Prepare preliminary design roadway geometry, and layout conceptual stormwater and irrigation alternatives.

Prepare preliminary design and layout conceptual stormwater. Transpo will prepare the 30% design document that builds on the layout approved by the City during the Conceptual Design phase. Preliminary ROM (Rough Order of Magnitude) opinion of construction costs will be prepared.

- 30% design to include new curb, gutter, and sidewalk; new ADA curb ramps at intersection; and a meeting with the City to discuss design elements, layout, project limits, and possible utility and private property impacts.
- Preliminary Stormwater System Design, including developing a preliminary /infiltration swale design based on the infiltration test results and drainage area evaluation; preparation of a

summary report with supporting drawings showing proposed dimensions, basin cross-sections, piping locations, access, overflow, and other features; identifying culverts and other storm facilities the City wants to replace within the project limits.

- Note – A maximum of three (3) stormwater swale alternatives will be evaluated. Additional alternatives would be evaluated under an amended scope of services and fee.
- Prepare preliminary Cost Estimate.

CITY RESPONSIBILITIES

- City to review the 30% design documents and provide review comments within two (2) weeks of receiving the documents. City to provide written comments and associated plan redlines with each review.

Deliverables

One (1) electronic copy of the 30% plans will be provided to the City. Plans will be developed at 20 scale on 22" x 34" plan sheets. AutoCAD layering will conform to PACE formatting standards consistent with American Public Works Association (APWA) formatting standards. Preliminary design exhibits and cost estimate will be prepared for discussion with City. submittals in electronic PDF format.

Anticipated sheets include the following:

- Cover Sheet = 1 sheet
- Legends, Symbols, and Abbreviations = 1 sheet
- Right-of-Way Mapping = 3 sheets
- TESC = 2 sheets
- Traffic Control = 1 sheet
- Clearing and Grading = 3 sheets
- Roadway Plan and Profile
  - Pfenning Road= 3 sheets
- Storm Drainage / Irrigation Plan and Profile = 4 sheets
- Curb Ramp Details = 1 sheet
- Detention Swale Plan = 1 sheet
- Detention Swale Details = 1 sheet
- Typical Details = 2 sheets
- Roadway sections = 2 sheets

Task 6.2 Develop 60% Plans, Specifications, and Estimate (PS&E)

The PACE design team will progress the plans and supporting documentation to the 60% complete level. Comments and feedback received from the City and project team will be incorporated into the 60% submittal.

This work includes production of civil site plan drawings for the construction of the new roadway sections. The 60% work will include the following:

- Prepare Temporary Erosion and Sediment Control (TESC) and Demolition Plan, Roadway Grading and Drainage Plan, Water Plan, and Structural Plan.
- Prepare Landscape Plan for Street trees and Drip Irrigation System.

- Transpo will prepare 60% complete work zone traffic control plans. In addition, Transpo will prepare specifications for the Project Manual and ROM opinion of construction costs for the channelization, signing, and traffic control work items.
- Prepare Stormwater Technical Information Report.
- Prepare project specifications for Project Manual.
- Prepare Cost Estimate.
- Submit 60% design to City and Utilities for review and comment.

Assumptions

- This project will follow the LAG manual for local Ad and Award procedures.
- AutoCAD layering will conform to PACE formatting standards, consistent with APWA formatting standards, and City of Ellensburg standards.
- Specifications will be developed consistent with WSDOT/APWA Standard Specifications and General Special Provisions.
- Specifications will not require FHWA 1273 provisions, DBE certification, and Federal General Special Provisions.
- City will provide their approved boilerplate for bid proposal, contracts and contract bond, and General Requirements, as available.
- Army Corps of Engineers, Washington Department of Fish and Wildlife, and Washington Department of Natural Resources Permits will NOT be required for this project.

CITY RESPONSIBILITIES

- City to review the 60% bid documents and provide review comments within two (2) weeks of receiving the documents. City to provide written comments and associated plan redlines with each review.

Deliverables

- One (1) electronic copy of the 60% plans and specifications will be provided to the City.

  Plans will be developed at 20 scale on 22 x 34 plan sheets. AutoCAD layering will conform to PACE formatting standards consistent with APWA formatting standards. Technical Specifications will follow WSDOT/APWA Standard Specifications for Road, Bridge, and Municipal Construction.

  Anticipated sheets include the following:

  - Cover Sheet = 1 sheet
  - Legends, Symbols and Abbreviations = 1 sheet
  - Right of Way Mapping = 3 sheets
  - TESC = 1 sheet
  - Traffic Control = 1 sheet
  - Clearing and Grading = 3 sheets
  - Roadway Plan and Profile
    - Pfenning Road= 3 sheets
  - Work Zone Traffic Control plans = 1 sheet
  - Storm Drainage Plan and Profile = 3 sheets
  - Curb Ramp Details = 1 sheets
  - Detention Swale Plan = 1 sheet

- Detention Swale Details = 1 sheet
- Typical Details = 2 sheets
- Roadway sections = 2 sheets
- Landscape Plan = 3 sheets
- Planting and Irrigation Details = 2 Sheets

Task 6.3 Develop 90% Plans, Specifications, and Estimate (PS&E)

Upon receipt of City-provided comments, the PACE team will progress the design effort to the 90% design package consisting of a plan set (including all of the elements provided in the 60% design), a construction cost estimate, and a project manual including Call for Bids, Information to Bidders, Bid Proposal and Bond, Contract and Performance Bond, Special Provisions, and State Prevailing Wage Rates. Submit 90% PS&E to the City and TIB (Transportation Improvement Board) for review and comment.

- Develop 90% PS&E addressing all comments received from agencies and meet with the City to discuss design and responses to agency comments.
- Transpo will prepare Final plans, specifications, estimate, and supporting documentation for City approval. Comments and feedback received from the City and project team will be incorporated into the 90% submittal.
- Submit 90% design to City and Utilities for review and comment.

Assumptions

- This project will follow the LAG manual for local Ad and Award procedures.
- AutoCAD layering will conform to PACE formatting standards, consistent with APWA formatting standards and City of Ellensburg standards.
- Specifications will be developed consistent with WSDOT/APWA Standard Specifications and General Special Provisions.
- Specifications will not require FHWA 1273 provisions, DBE certification, and Federal General Special Provisions.
- City will provide their approved boilerplate for bid proposal, contracts and contract bond, and General Requirements, as available.
- Army Corps of Engineers, Washington Department of Fish and Wildlife and Washington Department of Natural Resources Permits will NOT be required for this project.

CITY RESPONSIBILITIES

- City to review the 90% bid documents and provide review comments within two weeks of receiving the documents. City to provide written comments and associated plan redlines with each review.

Deliverables

- One (1) electronic copy of the 90% plans and specifications will be provided to the City. Plans will be developed at 20 scale on 22” x 34” plan sheets. AutoCAD layering will conform to PACE formatting standards consistent with APWA formatting standards. Technical Specifications will follow WSDOT/APWA Standard Specifications for Road, Bridge, and Municipal Construction.

  Anticipated sheets include the following:

- Cover Sheet = 1 sheet
- Legends, Symbols and Abbreviations = 1 sheet
- Right of Way Mapping = 3 sheets
- TESC = 1 sheets
- Traffic Control = 1 sheets
- Clearing and Grading = 3 sheets
- Roadway Plan and Profile
  - Pfenning Road= 3 sheets
- Irrigation /Storm Drainage Plan and Profile = 3 sheets
- Curb Ramp Details = 1 sheet
- Detention Swale Plan = 1 sheet
- Detention Swale Details = 1 sheet
- Typical Details = 2 sheets
- Roadway sections = 1 sheets
- Landscape Plan = 3 sheets
- Planting and Irrigation Details = 2 Sheets

TASK 7 – TRAFFIC OPERATIONS ANALYSIS (TRANSPO)

The following elements will be included in the analysis to support the roadway and intersection design.

<u>7.1 Channelization and Signing Design</u>

Transpo will prepare horizontal layouts of the roadway channelization along Pfenning Road to identify the roadway section and alignment. Upon final selection of a horizontal layout, Transpo will prepare channelization and signing plans, Special Provisions, and an engineer's opinion of probable costs for roadway widening improvements along Pfenning Road. Design of the channelization and signing will be completed to current City of Ellensburg standards. It is anticipated that the channelization and signing plan set would include the following plan sheets:

- Channelization and signing plans at 1”=20’ scale (2 sheets)
- Channelization and signing details (2 sheets)

<u>7.2 Work Zone Traffic Control Design</u>

Transpo will prepare work zone traffic control plans for the Contractor's use in constructing the proposed roadway widening improvements along Pfenning Road. It is anticipated that construction of the improvements will require up to three (3) phases of construction, assuming that a full road closure can be provided north of Knudson's access The traffic control plans will include detour plans, if required, and pedestrian detours for sidewalk/crosswalk closures. Traffic control plans will be prepared to current City of Ellensburg and MUTCD standards, as applicable. It is anticipated that the work zone traffic control plan set would include the following plan sheets:

- Work zone traffic control plans at 1”=20’ scale (6 sheets)
- Work zone traffic control details (1 sheet)

Submittals

Submittals of the complete plan set, Special Provisions, and engineer's opinion of probable costs for the channelization and signing, roadway illumination, and work zone traffic control design will be prepared to the 30%, 60%, 90%, and final completion levels. Comments from PACE and City of Ellensburg will be reflected in each submittal. Four (4) submittals are included in this scope of work. Should additional revisions and/or submittals be required for approval, beyond the four anticipated, this may constitute extra services necessitating a change to the scope of services, fee projection, and/or schedule. Below identifies the deliverables associated with each submittal.

30% submittal deliverables:

- Channelization plans (excludes signing)
- Roadway illumination plans
- Roadway illumination AGI analysis and supporting calculations
- High level construction phasing plan, illustrating proposed construction phasing, and potential detour routes

60%, 90%, and final submittal deliverables:

- Channelization and signing plans
- Roadway illumination plans
- Roadway illumination AGI analysis and supporting calculations
- Work zone traffic control plans
- Special provisions
- Construction cost estimate

Assumptions

Transpo is entitled to rely upon the completeness and accuracy of information and services furnished by PACE and their representatives.

PACE shall provide the following information and/or services to Transpo:

1. Right-of-way acquisitions, easements, and/or legal descriptions if required.
2. Electronic and hard copies of the final roadway basemaps and plans, including existing and proposed features in an AutoCAD format. Topographic survey basemaps within the project limits shall include an as-built of existing roadway features and proposed features including overhead and underground utilities, structures, ditches, roadway centerline with stationing, and right-of-way and easement boundaries. Transpo shall provide direction to PACE as to the extents of survey needs to fulfill City of Ellensburg requirements. Topographic survey information shall be provided to Transpo in an AutoCAD format.

TASK 8 – PERMITTING

Complete application for coverage under the Department of Ecology National Pollution Discharge Elimination System (NPDES) permit, draft SEPA checklist, City of Ellensburg Right-of-Way and Clearing and Grading permits, coordination and approval from PUD and PSE for lighting placement, and coordination with cultural resource subconsultant to obtain required cultural resource assessment and concurrence from DAHP.

PACE will contract with a Cultural Resource Firm to perform a Cultural Resource Assessment (CRA) in accordance with TIB requirements. We assume that construction observation is not included in this task.

TASK 9 – DEVELOP FINAL PLANS SPECIFICATIONS AND ESTIMATE (PS&E)

Upon addressing any comments from the City on the 90% design package, PACE Engineers will provide construction-ready documents for the public bidding process. Upon receiving authorization from TIB, PACE will coordinate bidding assistance with City Staff.

- Prepare final plans, specifications, estimate, and transmittal, and forward to the City of Ellensburg to obtain the Right-of-Way Permit and Clearing and Grading permits.
- Upon receipt of Bid approval from City, issue bid documents in electronic format to City staff for bid solicitation via QuestCDN.

Assumptions:

- AutoCAD layering will conform to PACE formatting standards consistent with APWA formatting standards.

Deliverables:

- Three (3) hard copies of the final bid package will be provided to the City including plans, specifications, and cost estimate.

TASK 10 – BID ASSISTANCE

- PACE will prepare Call for Bids and Coordinate with the City's publication of record, the Daily Record, for publication.
- PACE will prepare electronic documents and will be responsible for coordination on the uploading of these electronic documents for bidding.
- PACE will provide technical assistance and respond to bidder questions during bid phase. All responses will be provided in writing. For the purposes of establishing a budget, we estimate up to eight RFI responses at 2.0 hours each to log and respond.
- PACE will assist the City in development of up to one (1) addendum as needed. For the purposes of establishing a budget, we estimate 20 hours of the project manager's time, 20 hours of the project engineer, and 2 hours for the senior principal review.
- PACE will attend the bid opening. For the purpose of establishing a budget for this work, we estimate 2 hours of the project manager's time to attend the bid opening.
- PACE will review all bids, prepare certified bid tabulation, complete contractor reference interviews, and prepare recommendation for award.

Assumptions:

- PACE will assist the City publish call for bids in the City's publication of record and Daily Journal of Record.
- PACE will upload bid documents for electronic bid phase.
- A pre-bid walk-through is not necessary.

END SCOPE OF WORK

ASSUMPTIONS AND EXCLUSIONS

Assumptions: The Scope of Services and Fees are based on the following assumptions:

1. PACE's proposal is based on the Reviewing Agency's development standards/codes/regulations governing PACE design services in effect at the date of this proposal. Any change to the Reviewing Agency's development standards/codes/regulations will be justification for additional services.
2. Property Deeds and current Title Reports will be provided to PACE by others. If the information provided in the property deeds and title reports does not match boundary pins located during the topography survey, an Additional Services contract may be required to identify and resolve the discrepancies.
3. APWA specifications and details, and any pertinent agency-related supplemental data will be referenced, and not redrawn for this project.
4. Street illumination will be provided by others. PACE can show locations on the site plan if provided information in AutoCAD Civil 3D format.
5. PACE will prepare and provide a pdf and one (1) set of plans and report documents suitable for reproduction. It is anticipated that the documents will be included in project applications and all reproduction will be completed by the Client's representative. If requested, PACE will assist in printing and compiling the required application documents on a time-and-expense basis (these services have not been included in this proposal).
6. PACE will solely rely on the topographic survey and buried utility information which is visible and verifiable by surface features for the basis of design work.
7. One (1) set of edited drawings, clearly indicating in red pen all field changes made to the improvements depicted on the construction plans will be submitted to PACE by the contractor for preparation of record drawings.
8. All expenses are reimbursable on a cost plus basis, to include but not limited to plan set reproduction, color plots, mileage, courier services, etc.

Exclusions: The following items are excluded from this Scope of Services and Fees unless otherwise requested by the Client as an additional service:

1. Record of survey, or ALTA survey.
2. Agency application, permit, licensing, or processing fees.
3. Structural design of walls, foundations, or bridge systems.
4. Engineering plan/design revisions required due to the unknown location of buried utilities.
5. Street lighting, plan sheets, pedestrian control signals.
6. Notice of Intent (NOI) Application and Stormwater Pollution Prevention Plan (SWPPP)
7. Any work requiring an Army Corp of Engineers 404 permit.
8. Abandonment of existing easement(s).

9. Construction staking or full construction inspections.
10. Construction observation or administration.
11. Record drawings.

Exhibit B - Schedule for the Work

Task	Duration Weeks	Dates Start	End	Week Starting 20-Feb	27-Feb	13-Mar	20-Mar	3-Apr	17-Apr	1-May	######	######	5-Jun	12-Jun	19-Jun	26-Jun	3-Jul	10-Jul	17-Jul	24-Jul	31-Jul	7-Aug	14-Aug	21-Aug	28-Aug	4-Sep	11-Sep	18-Sep	25-Sep	2-Oct	9-Oct	16-Oct	23-Oct	30-Oct	6-Nov	13-Nov	20-Nov	27-Nov	4-Dec	11-Dec	18-Dec	25-Dec	1-Jan
Interview		23-Feb																																									
Notify Selected Firm		13-Mar																																									
Develop Scope, fee, schedule	6	20-Mar	7-Apr																																								
Consultant Contract Executed	3	15-May																																									
Identify issues and challenges	1	15-May	5-Jun																																								
Topographic Survey and basemap	1	6-Jun	9-Jun																																								
Preliminary (30%) plan set	7	12-Jun	4-Aug																																								
City Review	3	7-Aug	26-Aug																																								
Address comments and prepare 60% plan set	6	28-Aug	7-Oct																																								
City review	2	9-Oct	21-Oct																																								
Final plan set, and specifications	5	23-Oct	25-Nov																																								
City & TIB Approve Final Docs	1	27-Nov	1-Dec																																								
Public Outreach		12-Jun	9-Sep																																								
Bid Authorization Approval (TIB website)		1-Dec																																									
Construction Approval (TIB Website)		31-Dec																																									

Exhibit C - Rate Sheet

Engineers | Planners | Surveyors

WENATCHEE

2023 HOURLY RATE SCHEDULE

Effective January 1, 2023

DESCRIPTION		HOURLY RATE
1.	Office Tech I, Expediter I	$ 54.00
2.	Office Tech II, Expediter II, Survey Field Tech	$ 68.00
3.	Office Tech III, Intern, Jr. CAD Tech, Jr. Inspector, Engineer Tech, Survey Tech I	$ 83.00
4.	Survey Tech II	$ 99.00
5.	Jr. Planner, CAD Tech, Sr. Office Tech, Inspector, Designer, Engineer Tech I, Survey Tech III	$ 104.00
6.	Jr. Engineer, Designer I, Inspector I, CAD Tech I, GIS Tech, Planner, Project Administrator, Survey Tech IV	$ 123.00
7.	Engineer I, Planner I, GIS Analyst I, Designer II, CAD Tech II, Inspector II, Sr. Project Administrator, Survey Tech V	$ 135.00
8.	Engineer II, Planner II, GIS Analyst II, Designer III, CAD Tech III, Inspector III, Sr. Survey Tech, Project Surveyor	$ 148.00
9.	Engineer III, Project Designer, Planner III, GIS Analyst III, Sr. CAD Tech, Sr. Inspector, Sr. Project Surveyor, One-Person Crew	$ 162.00
10.	Sr. Engineer, Project Designer I, Sr. Planner, Project CAD Tech, Sr. GIS Analyst, Sr. Project Inspector, BIM Manager, CAD Manager, Survey Project Manager, UAS Pilot	$ 177.00
11.	Project Engineer, Project Designer II, Project Planner, Sr. Project GIS Analyst, Structural Engineer, Tech Services Manager	$ 191.00
12.	Principal Surveyor, Two-Person Crew	$ 197.00
13.	Sr. Project Engineer, Sr. Structural Engineer, Sr. Project Designer, IT Manager, Sr. Project Planner	$ 204.00
14.	Sr. Principal Surveyor	$ 208.00
15.	Project Manager, Planning Project Manager	$ 215.00
16.	Sr. Project Manager	$ 230.00
17.	Principal Engineer, Principal Planner, Sr. Two-Person Crew	$ 246.00
18.	Sr. Principal Engineer, Sr. Principal Planner	$ 266.00

REIMBURSABLES

A.	Subconsultants, Professional and Technical	Cost + 15%
B.	Maps, reports, materials, permit fees, express delivery and messenger, pass-through bills, and similar items necessary for work in progress	Cost + 15%
C.	Out-of-Town travel per diem and cost of commercial transportation	Cost + 10%
D.	Transportation within 30 Mile Radius *	No Charge
	Transportation beyond 30 Mile Radius – Automobile	At Approved IRS Rate
	* On job inspection mileage will be billed	At Approved IRS Rate
E.	Printing Costs	
	Large Format Blueprints and Reproduction – Bond	$ 0.50/sq foot
	Large Format Blueprints and Reproduction – Mylar	$ 1.50/sq foot
	Color Copies – In-house (8½ x 11)	$ 0.25/page
F.	Expert Witness	Rate x 1.5

Notes: [1] All payment is due within 30 days from date of invoice.

[2] The foregoing schedule of charges is incorporated into the agreement for the services provided effective January 1, 2023. After December 31, 2023, invoices will reflect the schedule of charges in effect at that time.

PACE Engineers, Inc.
104 East Ninth Street
Wenatchee, Washington 98801-1505
p 509.662.1762 | f 425.827.5043
www.paceengrs.com

Exhibit D - Budget for Each Task

PACE Engineers — Project Budget Worksheet - 2023 Wenatchee Standard Rates

Project Name	Pfenning Road	Location:	Ellensburg	Prepared By:	Jason Walker
Project #:	P23-074	Billing Group #:		Task #:	
				Date:	3/27/2023

Labor Hours by Classification

	Labor Code	T Christoffer	J Walker	A Rapozo	C Pederson	K Schauss	D Reiken		M Reid	E Davis	QC	B Mont	B Way	J DeJesus		
Staff Type # (See Labor Rates Table)		11	12	14	23	46	43	58	93	33	1	70	20	16		
Staff Type Hourly Rate		$230	$215	$191	$162	$148	$177	$197	$83	$177	$266	$177	$204	$148		
Drawing/Task Title	Job Title	Sr. Project Manager	Project Manager	Project Engineer	Project Designer	Project Surveyor	Survey Project Manager	Two-Person Crew	Office Tech III	Sr. Planner	Sr. Principal Engineer	CAD Manager	Sr. Project Designer	Engineer II	Hour Total	Dollar Total
1 - Project Management		12	60						15						87.0	$16,905
2- Topographic Survey and Mapping			3			20	18	30							71.0	$12,701
3 - Geotechnical - cost below																
4 - Conceptual Design		8	10	10	30						8				66.0	$12,888
5 - Stakeholder Coordination		8	20	20											48.0	$9,960
6 - Design Development																
6.1 30% Design		4	15	30	60						5	6		24	144.0	$25,539
6.2 60% Design		2	15	30	60						5	6	24	24	166.0	$29,975
6.3 90% Design		2	10	15	45				20		5	6	16	10	129.0	$21,561
7 - Traffic Consultant - cost below																
8 - Permitting			5							40					45.0	$8,155
9 Final Plans specs and Estimate			20	30					45		5		6		106.0	$16,319
10- Bid Assistance		4	16	20					10		2		1		53.0	$9,746
Hours Total		40.0	174.0	155.0	195.0	20.0	18.0	30.0	90.0	40.0	30.0	18.0	47.0	58.0	915.0	
Labor Total		$9,200	$37,410	$29,605	$31,590	$2,960	$3,186	$5,910	$7,470	$7,080	$7,980	$3,186	$9,588	$8,584		$163,749.00

Expenses	rate/unit	Reimbursable Quantity	Reimbursable Cost
Postage/Courier			
Printing Costs			
Photo/Video			
Mileage/Travel/Per Diem (8 trips)	$0.66	2610	$1,709.55
Miscellaneous			
Total			$1,709.55

Subconsultants	
Utility Locate	$1,000
Traffic Engineer	$44,870
Electrical Engineer	
Geotechnical Engineer	$19,796
Cultural Resource	$5,000
Subconsultant Subtotal	$ 70,666
Markup	15%
Total	$81,266.14

PACE Billed Labor Total	$163,749.00
Reimbursable Expenses	$1,709.55
Subconsultants	$81,266.14
Total Project Budget	$246,724.69

Agenda #5.E

Meeting Date: June 5, 2023
City of Ellensburg
City Council Agenda Report

Agenda Subject: City of Ellensburg Annual Financial Statement Report
Submitted by: Dustin Davison, Assistant City Clerk
Department: City Attorney

Suggested Motion/Action:
Approve the Annual Financial Statement Report

Background/Summary:
The Office of the Washington State Auditor provides a Cash Basis Financial Review Checklist. This checklist was updated and available for use January 2023. Included in the checklist the question, "Have the financial staff reviewed the annual financial statement report with the governing body and sought its approval?". Additionally, the Auditor's Office lists the following as a best practice. "Presentation to the governing body or other means of allowing the board of directors the opportunity to review or accept the financial statements, and notes allows the governing body to carry out its role of overseeing financial reporting." The 2022 Annual Financial Statement reports were completed and submitted to the State Auditor's Office prior to the May 30, 2023 deadline.

Previous Council Action:
None

Analysis:
The City of Ellensburg upholds the City Statement of Values for fiscal accountability, in part, by following the Office of the Washington State Auditor's guidance and recommendations.

Financial Impact:
None

Attachments:
1. C4 Fund Resources and Uses Arising from Cash Transactions
2. C5 Fiduciary Fund Resources and Uses Arising from Cash Transactions
3. Sch 09 Schedule of Liabilities
4. Schedule 15 State Financial Assistance
5. Notes to the Schedule 16 of Expenditures of Federal Awards
6. Schedule 16 of Expenditures of Federal Awards
7. Notes to the Financial Statements

City of Ellensburg
Fund Resources and Uses Arising from Cash Transactions
For the Year Ended December 31, 2021

		Total for All Funds (Memo Only)	001 GENERAL FUND	120 STREET FUND	125 TRAFFIC IMPACT FEES
Beginning Cash and Investments					
308	Beginning Cash and Investments	57,882,769	8,155,875	3,343,130	793,183
388 / 588	Net Adjustments	30,703	30,703	-	-
Revenues					
310	Taxes	18,115,366	13,363,593	-	-
320	Licenses and Permits	837,648	832,103	5,545	-
330	Intergovernmental Revenues	6,271,380	3,748,592	1,764,331	-
340	Charges for Goods and Services	49,043,144	1,513,126	568,892	261,876
350	Fines and Penalties	67,325	63,084	-	-
360	Miscellaneous Revenues	1,252,917	242,094	96,460	648
Total Revenues:		75,587,780	19,762,592	2,435,228	262,524
Expenditures					
510	General Government	6,352,279	1,669,576	88,346	-
520	Public Safety	6,223,480	5,038,038	-	-
530	Utilities	31,678,242	-	-	-
540	Transportation	6,167,717	948,626	2,229,700	30,429
550	Natural/Economic Environment	2,032,759	1,608,916	-	-
560	Social Services	171,270	171,270	-	-
570	Culture and Recreation	3,602,986	3,602,986	-	-
Total Expenditures:		56,228,733	13,039,412	2,318,046	30,429
Excess (Deficiency) Revenues over Expenditures:		19,359,047	6,723,180	117,182	232,095
Other Increases in Fund Resources					
391-393, 596	Debt Proceeds	3,758,500	-	-	-
397	Transfers-In	3,942,801	-	2,834,080	-
385	Special or Extraordinary Items	-	-	-	-
381, 382, 389, 395, 398	Other Resources	5,103,291	1,620,041	1,157	-
Total Other Increases in Fund Resources:		12,804,592	1,620,041	2,835,237	-
Other Decreases in Fund Resources					
594-595	Capital Expenditures	9,645,453	6,119	2,241,988	-
591-593, 599	Debt Service	4,126,298	21,908	-	-
597	Transfers-Out	3,942,801	3,707,233	-	235,568
585	Special or Extraordinary Items	-	-	-	-
581, 582, 589	Other Uses	2,705,294	365,494	-	-
Total Other Decreases in Fund Resources:		20,419,846	4,100,754	2,241,988	235,568
Increase (Decrease) in Cash and Investments:		**11,743,793**	**4,242,467**	**710,431**	**(3,473)**
Ending Cash and Investments					
50821	Nonspendable	-	-	-	-
50831	Restricted	18,442,110	2,747,985	392,565	694,147
50841	Committed	194,830	83,061	-	-
50851	Assigned	42,764,542	1,342,204	3,660,994	95,564
50891	Unassigned	8,255,793	8,255,793	-	-
Total Ending Cash and Investments		**69,657,275**	**12,429,043**	**4,053,559**	**789,711**

The accompanying notes are an integral part of this statement.

City of Ellensburg
Fund Resources and Uses Arising from Cash Transactions
For the Year Ended December 31, 2021

		127 TRANSPORTATI ON BENEFIT	130 CRIMINAL JUSTICE FUND	137 DRUG FUND
Beginning Cash and Investments				
308	Beginning Cash and Investments	2,392,579	2,241,725	31,899
388 / 588	Net Adjustments	-	-	-
Revenues				
310	Taxes	1,358,736	1,441,205	-
320	Licenses and Permits	-	-	-
330	Intergovernmental Revenues	331,323	-	-
340	Charges for Goods and Services	75,000	-	-
350	Fines and Penalties	-	-	4,241
360	Miscellaneous Revenues	11,349	6,501	30
Total Revenues:		1,776,408	1,447,706	4,271
Expenditures				
510	General Government	-	-	-
520	Public Safety	-	1,170,263	4,553
530	Utilities	-	-	-
540	Transportation	1,571,801	-	-
550	Natural/Economic Environment	-	61,743	-
560	Social Services	-	-	-
570	Culture and Recreation	-	-	-
Total Expenditures:		1,571,801	1,232,006	4,553
Excess (Deficiency) Revenues over Expenditures:		204,607	215,700	(282)
Other Increases in Fund Resources				
391-393, 596	Debt Proceeds	-	-	-
397	Transfers-In	37,837	-	-
385	Special or Extraordinary Items	-	-	-
381, 382, 389, 395, 398	Other Resources	-	-	-
Total Other Increases in Fund Resources:		37,837	-	-
Other Decreases in Fund Resources				
594-595	Capital Expenditures	51,892	37,967	-
591-593, 599	Debt Service	-	-	-
597	Transfers-Out	-	-	-
585	Special or Extraordinary Items	-	-	-
581, 582, 589	Other Uses	-	-	-
Total Other Decreases in Fund Resources:		51,892	37,967	-
Increase (Decrease) in Cash and Investments:		**190,552**	**177,733**	**(282)**
Ending Cash and Investments				
50821	Nonspendable	-	-	-
50831	Restricted	2,416,345	2,339,513	28,780
50841	Committed	-	-	-
50851	Assigned	166,785	79,947	2,837
50891	Unassigned	-	-	-
Total Ending Cash and Investments		**2,583,130**	**2,419,460**	**31,617**

The accompanying notes are an integral part of this statement.

City of Ellensburg
Fund Resources and Uses Arising from Cash Transactions
For the Year Ended December 31, 2021

		150 CATV OPERATIONS FUND	160 PARK ACQUISITION FUND	165 LODGING TAX FUND	172 HOUSING FUND
Beginning Cash and Investments					
308	Beginning Cash and Investments	115,277	461,566	310,751	1,571,051
388 / 588	Net Adjustments	-	-	-	-
Revenues					
310	Taxes	90,952	-	517,230	769,231
320	Licenses and Permits	-	-	-	-
330	Intergovernmental Revenues	-	231,945	-	-
340	Charges for Goods and Services	-	227,420	-	-
350	Fines and Penalties	-	-	-	-
360	Miscellaneous Revenues	1,247	1,110	4,211	1,996
Total Revenues:		92,199	460,475	521,441	771,227
Expenditures					
510	General Government	-	-	-	-
520	Public Safety	-	-	-	-
530	Utilities	-	-	-	-
540	Transportation	-	-	-	-
550	Natural/Economic Environment	95,707	-	266,393	-
560	Social Services	-	-	-	-
570	Culture and Recreation	-	-	-	-
Total Expenditures:		95,707	-	266,393	-
Excess (Deficiency) Revenues over Expenditures:		(3,508)	460,475	255,048	771,227
Other Increases in Fund Resources					
391-393, 596	Debt Proceeds	-	-	-	-
397	Transfers-In	-	-	-	-
385	Special or Extraordinary Items	-	-	-	-
381, 382, 389, 395, 398	Other Resources	-	-	-	-
Total Other Increases in Fund Resources:		-	-	-	-
Other Decreases in Fund Resources					
594-595	Capital Expenditures	-	619	-	-
591-593, 599	Debt Service	-	-	-	-
597	Transfers-Out	-	-	-	-
585	Special or Extraordinary Items	-	-	-	-
581, 582, 589	Other Uses	-	-	-	-
Total Other Decreases in Fund Resources:		-	619	-	-
Increase (Decrease) in Cash and Investments:		**(3,508)**	**459,856**	**255,048**	**771,227**
Ending Cash and Investments					
50821	Nonspendable	-	-	-	-
50831	Restricted	-	872,987	500,505	2,319,293
50841	Committed	111,769	-	-	-
50851	Assigned	-	48,435	65,294	22,985
50891	Unassigned	-	-	-	-
Total Ending Cash and Investments		**111,769**	**921,422**	**565,799**	**2,342,278**

The accompanying notes are an integral part of this statement.

City of Ellensburg
Fund Resources and Uses Arising from Cash Transactions
For the Year Ended December 31, 2021

		210 DEBT SERVICE FUND	225 2010 DEBT SERVICE FUND	230 2003 LIBRARY CONSTR DEBT
Beginning Cash and Investments				
308	Beginning Cash and Investments	362,378	39,772	95,848
388 / 588	Net Adjustments	-	-	-
Revenues				
310	Taxes	-	-	175,758
320	Licenses and Permits	-	-	-
330	Intergovernmental Revenues	-	-	-
340	Charges for Goods and Services	-	-	-
350	Fines and Penalties	-	-	-
360	Miscellaneous Revenues	-	63	-
Total Revenues:		-	63	175,758
Expenditures				
510	General Government	-	-	-
520	Public Safety	-	-	-
530	Utilities	-	-	-
540	Transportation	-	-	-
550	Natural/Economic Environment	-	-	-
560	Social Services	-	-	-
570	Culture and Recreation	-	-	-
Total Expenditures:		-	-	-
Excess (Deficiency) Revenues over Expenditures:		-	63	175,758
Other Increases in Fund Resources				
391-393, 596	Debt Proceeds	-	1,704,300	-
397	Transfers-In	203,184	217,700	-
385	Special or Extraordinary Items	-	-	-
381, 382, 389, 395, 398	Other Resources	-	-	-
Total Other Increases in Fund Resources:		203,184	1,922,000	-
Other Decreases in Fund Resources				
594-595	Capital Expenditures	-	-	-
591-593, 599	Debt Service	203,184	1,901,017	180,800
597	Transfers-Out	-	-	-
585	Special or Extraordinary Items	-	-	-
581, 582, 589	Other Uses	-	-	-
Total Other Decreases in Fund Resources:		203,184	1,901,017	180,800
Increase (Decrease) in Cash and Investments:		**-**	**21,046**	**(5,042)**
Ending Cash and Investments				
50821	Nonspendable	-	-	-
50831	Restricted	-	-	85,433
50841	Committed	-	-	-
50851	Assigned	362,378	60,818	5,374
50891	Unassigned	-	-	-
Total Ending Cash and Investments		**362,378**	**60,818**	**90,807**

The accompanying notes are an integral part of this statement.

City of Ellensburg
Fund Resources and Uses Arising from Cash Transactions
For the Year Ended December 31, 2021

		340 '17 Facility Bond Capital Proj	366 SIDEWALK FUND	431 STORMWATER UTILITY FUND	451 TELECOMM. UTILITY FUND
Beginning Cash and Investments					
308	Beginning Cash and Investments	536,090	736,926	1,262,827	247,248
388 / 588	Net Adjustments	-	-	-	-
Revenues					
310	Taxes	-	398,661	-	-
320	Licenses and Permits	-	-	-	-
330	Intergovernmental Revenues	-	-	171,011	4,903
340	Charges for Goods and Services	-	-	1,389,793	391,900
350	Fines and Penalties	-	-	-	-
360	Miscellaneous Revenues	-	3,481	5,114	2,415
Total Revenues:		-	402,142	1,565,918	399,218
Expenditures					
510	General Government	-	-	-	-
520	Public Safety	692	-	-	-
530	Utilities	-	-	1,395,495	197,202
540	Transportation	-	151,772	-	-
550	Natural/Economic Environment	-	-	-	-
560	Social Services	-	-	-	-
570	Culture and Recreation	-	-	-	-
Total Expenditures:		692	151,772	1,395,495	197,202
Excess (Deficiency) Revenues over Expenditures:		(692)	250,370	170,423	202,016
Other Increases in Fund Resources					
391-393, 596	Debt Proceeds	-	-	2,000,000	-
397	Transfers-In	-	-	-	-
385	Special or Extraordinary Items	-	-	-	-
381, 382, 389, 395, 398	Other Resources	-	-	-	-
Total Other Increases in Fund Resources:		-	-	2,000,000	-
Other Decreases in Fund Resources					
594-595	Capital Expenditures	13,764	-	40,733	181,984
591-593, 599	Debt Service	-	-	87,296	19,072
597	Transfers-Out	-	-	-	-
585	Special or Extraordinary Items	-	-	-	-
581, 582, 589	Other Uses	-	-	-	-
Total Other Decreases in Fund Resources:		13,764	-	128,029	201,056
Increase (Decrease) in Cash and Investments:		**(14,456)**	**250,370**	**2,042,394**	**960**
Ending Cash and Investments					
50821	Nonspendable	-	-	-	-
50831	Restricted	-	892,141	2,534,436	-
50841	Committed	-	-	-	-
50851	Assigned	521,635	95,156	770,785	248,206
50891	Unassigned	-	-	-	-
Total Ending Cash and Investments		**521,635**	**987,297**	**3,305,221**	**248,206**

The accompanying notes are an integral part of this statement.

City of Ellensburg
Fund Resources and Uses Arising from Cash Transactions
For the Year Ended December 31, 2021

		461 NATURAL GAS UTILITY FUND	471 ELECTRIC UTILITY FUND	481 WATER UTILITY FUND
Beginning Cash and Investments				
308	Beginning Cash and Investments	2,645,395	10,432,958	6,629,958
388 / 588	Net Adjustments	-	-	-
Revenues				
310	Taxes	-	-	-
320	Licenses and Permits	-	-	-
330	Intergovernmental Revenues	-	-	19,275
340	Charges for Goods and Services	9,389,463	18,153,317	5,447,702
350	Fines and Penalties	-	-	-
360	Miscellaneous Revenues	29,719	120,456	418,835
Total Revenues:		9,419,182	18,273,773	5,885,812
Expenditures				
510	General Government	-	-	-
520	Public Safety	-	-	-
530	Utilities	7,035,631	14,949,751	4,194,198
540	Transportation	-	-	-
550	Natural/Economic Environment	-	-	-
560	Social Services	-	-	-
570	Culture and Recreation	-	-	-
Total Expenditures:		7,035,631	14,949,751	4,194,198
Excess (Deficiency) Revenues over Expenditures:		2,383,551	3,324,022	1,691,614
Other Increases in Fund Resources				
391-393, 596	Debt Proceeds	-	-	29,539
397	Transfers-In	-	-	-
385	Special or Extraordinary Items	-	-	-
381, 382, 389, 395, 398	Other Resources	423,014	1,238,070	531,300
Total Other Increases in Fund Resources:		423,014	1,238,070	560,839
Other Decreases in Fund Resources				
594-595	Capital Expenditures	1,041,846	1,677,162	1,664,922
591-593, 599	Debt Service	52,115	602,925	666,301
597	Transfers-Out	-	-	-
585	Special or Extraordinary Items	-	-	-
581, 582, 589	Other Uses	410,401	889,592	515,458
Total Other Decreases in Fund Resources:		1,504,362	3,169,679	2,846,681
Increase (Decrease) in Cash and Investments:		**1,302,203**	**1,392,413**	**(594,228)**
Ending Cash and Investments				
50821	Nonspendable	-	-	-
50831	Restricted	175,370	871,693	843,140
50841	Committed	-	-	-
50851	Assigned	3,772,230	10,953,678	5,192,592
50891	Unassigned	-	-	-
Total Ending Cash and Investments		**3,947,600**	**11,825,371**	**6,035,732**

The accompanying notes are an integral part of this statement.

City of Ellensburg
Fund Resources and Uses Arising from Cash Transactions
For the Year Ended December 31, 2021

		491 SEWER UTILITY FUND	531 SHOP FUND	540 HEALTH/BENEFITS FUND	545 RISK MANAGEMENT FUND
Beginning Cash and Investments					
308	Beginning Cash and Investments	3,737,101	8,312,481	997,240	1,201,903
388 / 588	Net Adjustments	-	-	-	-
Revenues					
310	Taxes	-	-	-	-
320	Licenses and Permits	-	-	-	-
330	Intergovernmental Revenues	-	-	-	-
340	Charges for Goods and Services	4,510,645	2,452,291	2,032,551	687,191
350	Fines and Penalties	-	-	-	-
360	Miscellaneous Revenues	202,698	80,245	15,610	1,667
Total Revenues:		4,713,343	2,532,536	2,048,161	688,858
Expenditures					
510	General Government	-	-	2,873,663	712,241
520	Public Safety	-	-	-	9,934
530	Utilities	3,905,965	-	-	-
540	Transportation	-	1,235,389	-	-
550	Natural/Economic Environment	-	-	-	-
560	Social Services	-	-	-	-
570	Culture and Recreation	-	-	-	-
Total Expenditures:		3,905,965	1,235,389	2,873,663	722,175
Excess (Deficiency) Revenues over Expenditures:		807,378	1,297,147	(825,502)	(33,317)
Other Increases in Fund Resources					
391-393, 596	Debt Proceeds	24,661	-	-	-
397	Transfers-In	-	-	650,000	-
385	Special or Extraordinary Items	-	-	-	-
381, 382, 389, 395, 398	Other Resources	540,465	5,175	494,911	249,158
Total Other Increases in Fund Resources:		565,126	5,175	1,144,911	249,158
Other Decreases in Fund Resources					
594-595	Capital Expenditures	1,770,229	907,177	-	-
591-593, 599	Debt Service	391,680	-	-	-
597	Transfers-Out	-	-	-	-
585	Special or Extraordinary Items	-	-	-	-
581, 582, 589	Other Uses	524,349	-	-	-
Total Other Decreases in Fund Resources:		2,686,258	907,177	-	-
Increase (Decrease) in Cash and Investments:		**(1,313,754)**	**395,145**	**319,409**	**215,841**
Ending Cash and Investments					
50821	Nonspendable	-	-	-	-
50831	Restricted	727,777	-	-	-
50841	Committed	-	-	-	-
50851	Assigned	1,695,573	8,707,627	1,316,650	1,417,745
50891	Unassigned	-	-	-	-
Total Ending Cash and Investments		**2,423,350**	**8,707,627**	**1,316,650**	**1,417,745**

The accompanying notes are an integral part of this statement.

City of Ellensburg
Fund Resources and Uses Arising from Cash Transactions
For the Year Ended December 31, 2021

		550 IT FUND
Beginning Cash and Investments		
308	Beginning Cash and Investments	1,227,608
388 / 588	Net Adjustments	-
Revenues		
310	Taxes	-
320	Licenses and Permits	-
330	Intergovernmental Revenues	-
340	Charges for Goods and Services	1,941,977
350	Fines and Penalties	-
360	Miscellaneous Revenues	6,968
Total Revenues:		1,948,945
Expenditures		
510	General Government	1,008,453
520	Public Safety	-
530	Utilities	-
540	Transportation	-
550	Natural/Economic Environment	-
560	Social Services	-
570	Culture and Recreation	-
Total Expenditures:		1,008,453
Excess (Deficiency) Revenues over Expenditures:		940,492
Other Increases in Fund Resources		
391-393, 596	Debt Proceeds	-
397	Transfers-In	-
385	Special or Extraordinary Items	-
381, 382, 389, 395, 398	Other Resources	-
Total Other Increases in Fund Resources:		-
Other Decreases in Fund Resources		
594-595	Capital Expenditures	9,051
591-593, 599	Debt Service	-
597	Transfers-Out	-
585	Special or Extraordinary Items	-
581, 582, 589	Other Uses	-
Total Other Decreases in Fund Resources:		9,051
Increase (Decrease) in Cash and Investments:		**931,441**
Ending Cash and Investments		
50821	Nonspendable	-
50831	Restricted	-
50841	Committed	-
50851	Assigned	2,159,050
50891	Unassigned	-
Total Ending Cash and Investments		**2,159,050**

The accompanying notes are an integral part of this statement.

City of Ellensburg
Fiduciary Fund Resources and Uses Arising from Cash Transactions
For the Year Ended December 31, 2021

		Custodial
308	Beginning Cash and Investments	1,791
388 & 588	Net Adjustments	-
310-390	Additions	71,378
510-590	Deductions	56,948
	Net Increase (Decrease) in Cash and Investments:	14,430
508	Ending Cash and Investments	16,221

The accompanying notes are an integral part of this statement.

City of Ellensburg
Schedule of Liabilities
For the Year Ended December 31, 2021

ID. No.	Description	Due Date	Beginning Balance	Additions	Reductions	Ending Balance
General Obligation Debt/Liabilities						
251.11	LTGO Bonds, 2010	12/1/2030	1,675,000	-	1,675,000	-
251.11	2010 GO Debt Refi	12/1/2030	-	1,704,300	182,294	1,522,006
251.12	UTGO Bonds, 2014	12/1/2022	350,000	-	170,000	180,000
251.11	LTGO Bonds, 2017	12/1/2037	7,200,000	-	-	7,200,000
251.11	LTGO Bonds, 2016, issued for Telecom	12/1/2036	244,604	-	12,309	232,295
	Total General Obligation Debt/Liabilities:		**9,469,604**	**1,704,300**	**2,039,603**	**9,134,301**
Revenue and Other (non G.O.) Debt/Liabilities						
259.12	Compensated Absences		2,008,533	-	33,240	1,975,293
264.30	Net Pension Liability		3,740,644	-	2,714,997	1,025,647
252.11	Water Bond- 2013	12/1/2022	466,719	-	230,092	236,627
252.11	Electric Refunding Bond - 2014	12/1/2025	1,790,000	-	335,000	1,455,000
252.11	Electric Bond - 2014	12/1/2025	4,465,000	-	15,000	4,450,000
252.11	Gas 2016	12/1/2036	713,334	-	38,391	674,943
252.11	Water Sewer Refunding 2016	12/1/2029	6,110,000	-	620,000	5,490,000
264.40	OPEB		8,799,394	43,839	-	8,843,233
252.11	Stormwater 2020 Bond	12/1/2039	3,000,000	2,000,000	-	5,000,000
252.11	2021 Waterworks Bond	12/1/2040	-	54,200	54,200	-
	Total Revenue and Other (non G.O.) Debt/Liabilities:		**31,093,624**	**2,098,039**	**4,040,920**	**29,150,743**
Assessment Debt/Liabilities (with commitments)						
253.43	LID Warrants with Commitments	7/29/2025	55,401	-	16,476	38,925
	Total Assessment Debt/Liabilities (with commitments):		**55,401**	**-**	**16,476**	**38,925**
	Total Liabilities:		**40,618,629**	**3,802,339**	**6,096,999**	**38,323,969**

City of Ellensburg

SCHEDULE OF STATE FINANCIAL ASSISTANCE (unaudited)

For Fiscal Year ended December 31, 2021

Grantor	Program Title	Identificaton Number	Amount
State Grant from Transportation Improvement Board (TIB)			
	Transportation Improvement Board	8-4-17.5(020)-1	113,431
		Sub-total:	**113,431**
State Grant from Department of Ecology			
	WSDOE City of Ellensburg Pre-Feasibility ASR	WRYBIP-2123-EllePW-00022	20,000
	Washington State Department of Ecology	WQSWCAP-1921-EllePW-00102	53,800
	Washington State Department of Ecology	WQC-2019-EllePW-00012	40,339
	Washington State Department of Ecology	WQC-20.21-EllePW-00053	69,111
		Sub-total:	**183,250**
State Grant from Department of Transportation			
	Washington State Transportation	SFY20-21	9,962
	Washington State Transportation	PTD0513	4,001
	Washington State Transportation	PTD0220	10,366
		Sub-total:	**24,329**
State Grant from Department of Commerce			

Grantor	Program Title	Identificaton Number	Amount
	Department of Commerce	BERK PSA 4-1-2(BL)	50,000
		Sub-total:	**50,000**
		Grand total:	**371,010**

CITY OF ELLENSBURG, WASHINGTON

Notes to the Schedule of Expenditures of Federal Awards

For the Year Ended December 31, 2021

Note 1 – Basis of Accounting

This Schedule is prepared on the same basis of accounting as the City's financial statements. The City uses the *Cash Basis Budgeting, Accounting and Reporting System* (BARS) Manual prescribed by the State Auditor's Office under the authority of Washington State law, Chapter 43.09 RCW.

Note 2 – Federal De Minimis Indirect Cost Rate

The City has elected to use the 10-percent de minimis indirect cost rate allowed under the Uniform Guidance. ~~However, the City chooses not to add the indirect costs to Federally awarded programs.~~

Note 8 – Program Costs

The amounts shown as current year expenditures represent only the federal grant portion of the program costs. Entire program costs, including the City's portion, are more than shown. Such expenditures are recognized following, as applicable, either the cost principles in the OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, or the cost principles contained in Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

City of Ellensburg
Schedule of Expenditures of Federal Awards
For the Year Ended December 31, 2021

Federal Agency (Pass-Through Agency)	Federal Program	CFDA Number	Other Award Number	Expenditures: From Pass-Through Awards	Expenditures: From Direct Awards	Expenditures: Total	Passed through to Subrecipients	Note
OFFICE OF JUSTICE PROGRAMS, JUSTICE, DEPARTMENT OF	Bulletproof Vest Partnership Program	16.607	NA	-	3,676	3,676	-	1
Highway Planning and Construction Cluster								
FEDERAL HIGHWAY ADMINISTRATION, TRANSPORTATION, DEPARTMENT OF (via Washington State Department of Transportation)	Highway Planning and Construction	20.205	LA-10055	358,484	-	358,484	-	12
FEDERAL HIGHWAY ADMINISTRATION, TRANSPORTATION, DEPARTMENT OF (via Washington State Department of Transportation)	Highway Planning and Construction	20.205	LA-10128	2,336	-	2,336	-	12
FEDERAL HIGHWAY ADMINISTRATION, TRANSPORTATION, DEPARTMENT OF (via Washington State Department of Transportation)	Highway Planning and Construction	20.205	HSIP 6949(006) LA9733	940,622	-	940,622	-	12
	Total Highway Planning and Construction Cluster:			**1,301,442**	**-**	**1,301,442**	-	
FEDERAL TRANSIT ADMINISTRATION, TRANSPORTATION, DEPARTMENT OF (via Washington State Department of Transportation)	Formula Grants for Rural Areas and Tribal Transit Program	20.509	PTD0307	26,094	-	26,094	-	12

The accompanying notes are an integral part of this schedule.

City of Ellensburg
Schedule of Expenditures of Federal Awards
For the Year Ended December 31, 2021

Federal Agency (Pass-Through Agency)	Federal Program	CFDA Number	Other Award Number	Expenditures: From Pass-Through Awards	Expenditures: From Direct Awards	Expenditures: Total	Passed through to Subrecipients	Note
FEDERAL TRANSIT ADMINISTRATION, TRANSPORTATION, DEPARTMENT OF (via Washington State Department of Transportation)	Formula Grants for Rural Areas and Tribal Transit Program	20.509	PTD0018	47,797	-	47,797	-	12
FEDERAL TRANSIT ADMINISTRATION, TRANSPORTATION, DEPARTMENT OF (via Washington State Department of Transportation)	COVID 19 - Formula Grants for Rural Areas and Tribal Transit Program	20.509	NA	142,983	-	142,983	-	12
FEDERAL TRANSIT ADMINISTRATION, TRANSPORTATION, DEPARTMENT OF (via Washington State Department of Transportation)	COVID 19 - Formula Grants for Rural Areas and Tribal Transit Program	20.509	PTD0227	629,644	-	629,644	-	12
			Total CFDA 20.509:	**846,518**	**-**	**846,518**	-	
Highway Safety Cluster								
NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION, TRANSPORTATION, DEPARTMENT OF (via Washington Association of Sheriffs and Police Chiefs)	State and Community Highway Safety	20.600	NA	7,451	-	7,451	-	1
NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION, TRANSPORTATION, DEPARTMENT OF (via Washington Association of Sheriffs and Police Chiefs)	State and Community Highway Safety	20.600	NA	6,685	-	6,685	-	1
			Total Highway Safety Cluster:	**14,136**	**-**	**14,136**	-	

The accompanying notes are an integral part of this schedule.

City of Ellensburg
Schedule of Expenditures of Federal Awards
For the Year Ended December 31, 2021

Federal Agency (Pass-Through Agency)	Federal Program	CFDA Number	Other Award Number	Expenditures: From Pass-Through Awards	Expenditures: From Direct Awards	Expenditures: Total	Passed through to Subrecipients	Note
DEPARTMENTAL OFFICES, TREASURY, DEPARTMENT OF THE (via Washington State Department of Commerce)	COVID 19 - CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS	21.027	20-6541C-169	650,870	-	650,870	-	1
THE INSTITUTE OF MUSEUM AND LIBRARY SERVICES, THE INSTITUTE OF MUSEUM AND LIBRARY SERVICES (via Washington State Library)	Grants to States	45.310	NA	6,032	-	6,032	-	1
Aging Cluster								
ADMINISTRATION FOR COMMUNITY LIVING (ACL), HEALTH AND HUMAN SERVICES, DEPARTMENT OF (via Department of Health and Human Services)	Special Programs for the Aging, Title III, Part B, Grants for Supportive Services and Senior Centers	93.044	ALTCPSA 2017 -21	1,724	-	1,724	-	1
			Total Aging Cluster:	**1,724**	**-**	**1,724**	-	
Corporation for National and Community Service, CORPORATION FOR NATIONAL AND COMMUNITY SERVICE (via Washington Service Corps)	AmeriCorps	94.006	K	45,000	-	45,000	-	1
			Total Federal Awards Expended:	**2,865,722**	**3,676**	**2,869,398**	**-**	

The accompanying notes are an integral part of this schedule.

Note 1 - Summary of Significant Accounting Policies

The City of Ellensburg was incorporated on November 26, 1883, and operates under the laws of the state of Washington applicable to a Noncharter Code City. The City is a general-purpose local government and provides public safety, animal control, street improvement, transit services, parks and recreation, library services, planning and zoning, and general administration.

The City reports financial activity in accordance with the *Cash Basis Budgeting, Accounting and Reporting System* (BARS) Manual prescribed by the State Auditor's Office under the authority of Washington State law, Chapter 43.09 RCW. This manual prescribes a financial reporting framework that differs from generally accepted accounting principles (GAAP) in the following manner:

- Financial transactions are recognized on a cash basis of accounting as described below.
- Component units are required to be disclosed but are not included in the financial statements.
- Government-wide statements, as defined in GAAP, are not presented.
- All funds are presented, rather than a focus on major funds.
- The *Schedule of Liabilities* is required to be presented with the financial statements as supplementary information.
- Supplementary information required by GAAP is not presented.
- Ending balances for proprietary and fiduciary funds are presented using classifications that are different from the ending net position classifications in GAAP.

A. Fund Accounting

Financial transactions of the government are reported in individual funds. Each fund uses a separate set of self-balancing accounts that comprises its cash and investments, revenues, and expenditures. The government's resources are allocated to and accounted for in individual funds depending on their intended purpose. Each fund is reported as a separate column in the financial statements, except for fiduciary funds, which are presented by fund types. The total column is presented as "memo only" because any interfund activities are not eliminated. The following fund types are used:

GOVERNMENTAL FUND TYPES:

General Fund

This fund is the primary operating fund of the government. It accounts for all financial resources except those required or elected to be accounted for in another fund.

Special Revenue Funds

These funds account for specific revenue sources that are restricted or committed to expenditures for specified purposes of the government.

Debt Service Funds

These funds account for the financial resources that are restricted, committed, or assigned to expenditures for principal, interest and related costs on general long-term debt.

Capital Projects Funds

These funds account for financial resources which are restricted, committed, or assigned for the acquisition or construction of capital facilities or other capital assets.

PROPRIETARY FUND TYPES:

Enterprise Funds

These funds account for operations that provide goods or services to the general public and are supported primarily through user charges.

Internal Service Funds

These funds account for operations that provide goods or services to other departments or funds of the government on a cost reimbursement basis.

FIDUCIARY FUND TYPES:

Fiduciary funds account for assets held by the government in a trustee capacity or as a custodian on behalf of others.

Custodial Funds

These funds are used to account assets that the government holds on behalf of others in a custodial capacity.

B. Basis of Accounting and Measurement Focus

Financial statements are prepared using the cash basis of accounting and measurement focus. Revenues are recognized when cash is received, and expenditures are recognized when paid.

In accordance with state law the City also recognizes expenditures paid during twenty days after the close of the fiscal year for claims incurred during the previous period.

C. Cash and Investments

See Note 2, *Deposits and Investments*.

D. Capital Assets

Capital assets are assets with an initial individual cost of more than $5,000 and an estimated useful life in excess of 1 year. Capital assets and inventory are recorded as capital expenditures or supplies as appropriate when purchased.

E. Compensated Absences

Vacation leave may be accumulated up to 30 days, is payable upon separation, retirement, or death. Paid time off (PTO) has a maximum accumulation dependent on years of service. Sick leave may be accumulated indefinitely. Upon separation or retirement, employees do not receive payment for unused sick leave. Payments are recognized as expenditures when paid.

F. Long-Term Debt

See Note 6, *Long-term Debt*.

G. Restricted and Committed Portion of Ending Cash and Investments

Beginning and Ending Cash and Investments is reported as restricted or committed when it is subject to restrictions on use imposed by external parties or due to internal commitments established by City Council ordinance or resolution. When expenditures that meet restrictions are incurred, the City intends to use the most restricted resources first.

Restrictions and commitments of Ending Cash and Investments consist of:

Fund	Amount	Reason
General	2,831,046	External Restriction/Restrictions by Donors/COVID 19 Grant
Street	392,565	Unexpended portion of Complete Streets Award Program
Traffic Impact Fees	694,147	Traffic Impact Fees Restricted by law RCW 82.02.050
Transportation Benefit Distri	2,416,345	RCW 82.14.045 Voter approved sales tax
Criminal Justice	2,339,513	Local Criminal Justice Tax RCW 82.14.340(4)-(5)
Drug Fund	28,780	RCW 69.50.505
CATV Operations Fund	111,769	Cable TV Utility Tax
Park Acquisition	872,987	Gas tax is externally restricted RCW 46.68.110/RCW 47.24.040
Lodging Tax	500,505	RCW 67.28.180
Housing	2,319,293	RCW 82.14.045 Voter Approved Sales Tax & State Affordable Housing
Debt Service - Library Bond	85,433	Bond Reserve Requirements
Capital Fund - Sidewalk Func	892,141	Capital Projects identified in RCW 82.46.030 and 82.45.180
Enterprise - Stormwater	2,534,436	Bond Reserve Requirements
Enterprise - Natural Gas Util	175,370	Bond Reserve Requirements
Enterprise - Electric Utility	871,693	Bond Reserve Requirements
Enterprise - Water Utility	843,140	Bond Reserve Requirements
Enterprise - Sewer Utility	727,777	Bond Reserve Requirements

Note 2 – Deposits and Investments

Investments are reported at original cost. Deposits and Investments by type at December 31, 2021, are as follows:

Type of Investment	City of Ellensburg's Own Deposits and Investments	Deposits held by City of Ellensburg as custodian for individuals	Total
Bank deposits	$ 2,800,299	$ 16,221	$ 2,816,520
L.G.I.P.	46,868,103		46,868,103
U.S. Government securities	19,988,863		19,988,863
Total	**$ 69,657,265**	**$ 16,221**	**$ 69,673,486**

It is the city's policy to invest all temporary cash surpluses. The interest on the LGIP investment is prorated to the various funds and the investments held by fund retains the investment income.

Investments in the State Local Government Investment Pool (LGIP)

The City is a voluntary participant in the Local Government Investment Pool, an external investment pool operated by the Washington State Treasurer. The pool is not rated and not registered with the SEC. Rather, oversight is provided by the State Finance Committee in accordance with Chapter 43.250 RCW. Investments in the LGIP are reported at amortized cost, which is the same as the value of the pool per share. The LGIP does not impose any restrictions on participant withdrawals.

The Office of the State Treasurer prepares a stand-alone financial report for the pool. A copy of the report is available from the Office of the State Treasurer, PO Box 40200, Olympia, Washington 98504-0200, online at www.tre.wa.gov.

Custodial Credit Risk

Custodial credit risk for deposits is the risk that, in event of a failure of a depository financial institution, the City would not be able to recover deposits or would not be able to recover collateral securities that are in possession of an outside party. The City's deposits and certificates of deposit are mostly covered by federal depository insurance (FDIC) or by collateral held in a multiple financial institution collateral pool administered by the Washington Public Deposit Protection Commission (PDPC).

All investments are insured, registered, or held by the City or its agent in the government's name.

Compensating Balances

The amounts previously referred to as bank balance, also includes a compensating balance maintained with U.S. Bank in lieu of payments for services rendered. The average compensating balance maintained during 2021 was approximately $5,433,709.

Note 3 – Budget Compliance

A. Budgets

The City adopts biennial appropriated budgets for thirty-five funds. These budgets are appropriated at the fund level. Several managerial funds, combined for annual financial reporting purposes, are appropriated as separate funds. The budget constitutes the legal authority for expenditures at that level. Biennial appropriations for these funds lapse at the fiscal year end.

Biennial appropriated budgets are adopted on the same basis of accounting as used for financial reporting. Intrafund transactions between managerial funds are reported both as appropriated and actual expenditures in the table below.

The appropriated and actual expenditures for the legally adopted budgets were as follow:

Table 1- 2021 Appropiated Budget and Actual Expenditures Reconciled to Cash BARS Basis

Fund	2021 Original Budget	2021 Final Budget	2021 Actuals (Budgetary Basis)	Total Reconcile to Cash BARS Basis	2021 Actuals (Cash BARS Basis)	Variance
Total Budgeted General Fund	$ 16,567,259	$ 17,090,601	$ 15,638,167	($ 2,404,331)	$ 13,233,836	$ 1,452,434
Managerial Funds of the General Fund						
Economic Development	-	4,000	3,151	-	3,151	849
Sales Tax Reserve Fund	4,715,073	4,730,073	4,715,073	(1,695,677)	3,019,396	15,000
Art Acquisition Fund	62,593	92,134	78,845	-	78,845	13,288
CARES/ARPA Grants	-	3,243,352	947,676	(296,806)	650,870	2,295,676
*LID Guaranty Fund	-	-	-	-	-	NA
Library Trust Fund	8,800	8,800	175	-	175	8,625
Hal Holmes Trust Fund	10,000	10,000	-	-	-	10,000
Fire Relief & Pension Trust Fund	127,944	147,944	134,309	-	134,309	13,635
*LID Debt Service Fund	-	-	-	19,586	19,586	NA
Total Managerial Funds of the General Fund	4,924,410	8,236,302	5,879,229	(1,972,897)	3,906,333	2,357,073
Total General Fund for Annual Financial Reporting	$ 21,491,669	$ 25,326,903	$ 21,517,396	($ 4,377,228)	$ 17,140,168	
**Street Fund	$ 2,865,794	$ 2,985,173	$ 2,311,160	$ 272	$ 2,311,431	$ 674,013
**Arterial Street Fund	9,444,000	10,976,282	2,248,603	-	2,248,603	8,727,679
Traffic Impact Fees Fund	272,400	609,376	265,996	-	265,996	343,380
Public Transit Fund	1,838,862	1,933,995	1,623,693	-	1,623,693	310,302
Criminal Justice Sales Tax Fund	1,232,944	1,392,147	1,269,972	-	1,269,972	122,175
Drug Fund	15,000	15,000	4,553	-	4,553	10,447
Ellensburg Community TV	104,171	104,171	95,707	-	95,707	8,464
Parks Acquisition Fund	100,000	175,000	619	-	619	174,381
Lodging Tax Fund	302,351	302,351	266,393	-	266,393	35,958
Housing Fund	1,722,500	1,722,500	-	-	-	1,722,500
Facilities Improvement Debt Service	203,184	203,184	203,184	-	203,184	-
2010 Maintenance Bond Debt Service	217,700	1,901,019	1,901,017	-	1,901,017	2
Library Bond Debt	181,100	181,100	180,800	-	180,800	300
Capital Improvement Bond Projects	-	536,090	14,456	-	14,456	521,635
General Capital Projects	-	-	-	-	-	-
Sidewalk Fund	413,000	430,101	151,772	-	151,772	278,330
Stormwater Utility Fund	1,896,311	2,035,265	1,523,524	-	1,523,524	511,741
Stormwater Bond Fund	1,400,000	1,400,000	-	-	-	1,400,000
Telecommunications Utility Fund	313,493	399,397	398,259	-	398,259	1,138
Gas Utility Fund	8,493,433	8,935,306	8,069,920	470,072	8,539,992	865,385
Electric Utility Fund	20,809,350	21,089,317	17,236,327	883,103	18,119,430	3,852,991
***Water Utility Fund	11,451,490	11,677,701	6,547,514	478,335	7,025,848	5,130,187
***Water Construction Fund	3,200,000	3,356,877	15,031	-	15,031	3,341,846
Sewer Utility Fund	9,340,593	9,920,506	6,068,605	523,617	6,592,222	3,851,901
Shop Fund	3,095,998	3,172,638	2,141,255	1,310	2,142,565	1,031,383
Health & Benefits Fund	2,377,608	3,053,071	2,873,663	-	2,873,663	179,408
Risk Management Fund	543,816	740,261	722,174	-	722,174	18,087
Information Technology Fund	1,949,522	1,958,948	1,017,503	-	1,017,503	941,445
All Funds	$ 105,276,289	$ 116,533,679	$ 78,669,096	$ (2,020,520)	$ 76,648,576	

** Non-Budget-limited Fund*

*** Combined for Annual Financial Reporting*

**** Combined for Annual Financial Reporting*

Table 2 - Budgetary Basis to BARS Cash Basis Reconciliation Detail						
Fund	2021 Admin Reimb.	2021 400/441 Reallocation	2021 Intrafund Transfers	2021 Inventory Conversion	2021 Actuals Non-Budget Limited Funds	Total Reconcile to Cash BARS Basis
Total Budgeted General Fund	$ (2,263,250)	$ -	$ (141,081)	$ -	$ -	$ (2,404,331)
Managerial Funds of the General Fund						
Sales Tax Reserve Fund	-	-	(1,695,677)	-	-	(1,695,677)
CARES/ARPA Grants	-	-	(296,806)	-	-	(296,806)
LID Debt Service Fund	-	-	-	-	19,586	19,586
Total Managerial Funds of the General Fund	-	-	(1,992,483)	-	19,586	(1,972,897)
Total General Fund for Annual Financial Reporting	(2,263,250)	-	(2,133,564)	-	19,586	(4,377,228)
Street Fund	-	-	-	272	-	272
Gas Utility Fund	-	410,401	-	59,671	-	470,072
Electric Utility Fund	-	889,592	-	(6,488)	-	883,103
Water Utility Fund	-	515,458	(24,659)	(12,464)	-	478,335
Sewer Utility Fund	-	524,349	-	(732)	-	523,617
Shop Fund	-	-	-	1,310	-	1,310
All Funds	$ (2,263,250)	$ 2,339,799	$ (2,158,223)	$ 41,568	$ 19,586	$ (2,020,520)

The City of Ellensburg reported the Utility Deposit Fund (441) as a separate unbudgeted fund until the Office of the State Auditor asserted those funds to be managerial funds of the distinct Utility Funds. Deposits are not collected by the separate funds. The City established a percentage allocation based on revenue. The resulting revenues and expenditures are a result of complying with the allocation of deposits for annual financial reporting purposes only, and not for purposes of enterprise fund budget compliance. The utility funds do not collect this "revenue" or budget for this "expenditure". Therefore, the reporting of this 400/441 reallocation is for annual financial reporting purposes only. In addition, for financial reporting purposes only, the table includes funds 261 LID Guarantee and 800 LID in order to complete the information included in the General Fund.

Budgeted amounts are authorized to be transferred within funds; however, any revisions that alter the total expenditures of a fund, or that affect the number of authorized employee positions, salary ranges, hours, or other conditions of employment must be approved by the City's legislative body.

Note 4 - Property Tax

The county treasurer acts as an agent to collect property tax levied in the county for all taxing authorities. Collections are distributed after the end of each month.

Property tax revenues are recognized when cash is received by the City. Delinquent taxes are considered fully collectible because a lien affixes to the property after tax is levied.

The City's regular levy for the year 2021-2022 was $1.628446 per $1,000 on an assessed valuation of $2,096,467,949 for a total regular levy of $3,413,984.85. In addition, the levy for debt service on a voter approved bond issue was $0.084067 per $1,000 on an assessed valuation of $2,081,654,749 for a total of $174,998.47.

Note 5 - Interfund Loans

The City had an outstanding interfund loan in the total amount of $0 at December 31, 2021. This loan was from the Electric Fund to the General Fund to defease the 2001 & 2002 G.O. bonds.

The following table displays interfund loan activity during 2021:

Borrowing Fund	Lending Fund	Balance 01/01/2021	Additions	Repayments	Balance 12/31/2021
General Fund	Light Fund	309,657	-	309,657	-
		309,657	-	309,657	-

Note 6 – Long-Term Debt

Debt Service

The accompanying Schedule of Liabilities (09) provides more details of the outstanding debt and liabilities of the City and summarizes the City's debt transactions for year ended December 31, 2021.

The debt service requirements for general obligation bonds, revenue bonds and assessment debt are as follows:

General Obligation Bonds

	Principal	Interest	Total
2022	$ 706,360	$ 278,250	$ 984,611
2023	$ 538,944	$ 257,497	$ 796,441
2024	$ 551,853	$ 241,301	$ 793,154
2025	$ 565,095	$ 223,430	$ 788,525
2026	$ 573,407	$ 204,250	$ 777,657
2027-2031	$ 2,882,491	$ 707,110	$ 3,589,602
2032-2036	$ 2,533,212	$ 278,416	$ 2,811,629
2037-2041	$ 550,644	$ 11,682	$ 562,326
Total	$ 8,902,006	$ 2,201,937	$ 11,103,943

General Obligation Debt Issued for Business-Type Activities

	Principal	Interest	Total
2022	$ 12,525	$ 6,738	$ 19,263
2023	$ 12,896	$ 6,367	$ 19,263
2024	$ 13,278	$ 5,985	$ 19,263
2025	$ 13,671	$ 5,592	$ 19,263
2026	$ 14,076	$ 5,187	$ 19,263
2027-2031	$ 76,884	$ 19,430	$ 96,314
2032-2036	$ 88,965	$ 7,350	$ 96,315
Total	$ 232,295	$ 56,650	$ 288,944

Revenue Bonds

	Principal	Interest	Total
2022	$ 1,483,832	$ 531,590	$ 2,015,422
2023	$ 1,281,386	$ 495,535	$ 1,776,922
2024	$ 1,308,288	$ 462,520	$ 1,770,808
2025	$ 1,351,110	$ 424,251	$ 1,775,361
2026	$ 1,388,790	$ 877,739	$ 2,266,528
2027-2031	$ 6,046,608	$ 777,895	$ 6,824,502
2032-2036	$ 3,423,690	$ 298,542	$ 3,722,232
2037-2041	$ 1,022,866	$ 60,097	$ 1,082,963
Total	$ 17,306,570	$ 3,928,168	$ 21,234,738

Assesment Debt/Liabilities (with commitments)

	Principal	Interest	Total
2022	$ 16,683	$ 3,336	$ 20,020
2023	$ 7,414	$ 1,779	$ 9,193
2024	$ 7,414	$ 1,335	$ 8,748
2025	$ 7,414	$ 890	$ 8,304
Total	$ 38,925	$ 7,340	$ 46,265

General obligation bonds are direct obligations and pledge the full faith and credit of the government. These bonds are generally 20-year serial bonds with equal amounts of payments each year.

The 2014 Unlimited Tax Obligation Refunding Bonds were sold to provide funds with which to pay costs associated with remodeling, expanding, and equipping the Ellensburg Public Library and Hal Holmes Community Center in the City and making related capital improvements, and to levy those excess property taxes. The bond will mature in 2022.

The 2017 Facilities Capital Bonds were sold to provide funds with which to pay costs associated with remodeling, expanding, and equipping the Ellensburg Police Department and other related capital improvements. The bond will mature in 2037.

The 2016 Limited Tax General Obligation Bonds were sold to provide funds necessary to repay an interfund loan and to provide funds for long term financing of the City's telecommunication infrastructure. This is a General Obligation Debt issued for Business-Type activities. The bond will mature in 2036.

The 2021 Limited Tax General Obligation Refunding (2010) Bonds were sold to refund certain outstanding limited tax general obligation bonds of the City to achieve a debt service savings and to pay the costs of issuance and sale of the bonds. The bond will mature in 2030.

Revenue bonds are bonds where the government pledges income derived from the acquired or constructed assets to pay debt service. Revenue bonds are created by ordinance, adopted by the City Council, and financed from Enterprise Fund revenues.

2010 Water/Sewer Ref (99) Bonds for the purpose of paying the cost of carrying out of the system or plan of addition to and betterments and extension of the waterworks utility. The bonds matured in 2021.

2010 Water/Sewer Revenue Bonds for the purpose of paying the cost of carrying out the system or plan of addition to and betterments and extension of the waterworks utility. These include drilling of deep wells, extend water and sewer mains, and replace the bio-solid thickening equipment. These bonds will mature in 2029.

2013 Water Bonds for the purpose of paying the cost of carrying out of the system or plan of addition to and betterments and extension of the waterworks utility. Construction of two well houses and the installation of pumps, motors, and electronic control systems and if funds are available the City shall make other improvements to the Waterworks Utility. The bonds will mature in 2022.

2014 Electric Refunding/Revenue Bonds for the purpose of providing funds to refund outstanding electric revenue bonds of the City and to finance the cost of a new substation of the City's electric Utility. The bonds will mature in 2032.

2016 Water/Sewer Refunding (2010) Bonds for the purpose of providing funds to refund outstanding water/sewer revenue bonds of the City. These bonds will mature in 2029.

2016 Gas Bonds for the purpose of proving funds to pay or reimburse the costs of certain capital improvements to and extension of the Natural Gas Utility. These bonds will mature in 2036.

2020 Waterworks Bonds for the purpose of funding capital improvements to the Stormwater Utility including the purchase of 56 acres of active floodplain, construction of a fish-passable bridge and three flood swales, and construction of a setback levee. All draws were completed by December 31, 2021. The bonds will mature in 2039.

2021 Waterworks Bonds for the purpose of funding capital improvements to the Waterworks Utility System as described in the request for proposal. All draws must be completed by November 30, 2022. The bonds will mature in 2040.

Significant Debt Agreement Terms

Debt	Clause
2014 UTO Refunding Bonds	If any Bond is not redeemed when properly presented at maturity or call date, the City shall be obligated to pay interest on that Bond at the same rate provided in the Bond from and after its maturity or call date until that Bond, both principal and interest, is paid in full or until sufficient money for its payment in full is on the bond redemption fund hereinafter created and the Bond has been called for payment by giving notice of that call to the registered owner thereof.
2021 LTGO Refunding (2010) Bonds	If any Bond is not redeemed when properly presented at maturity or call date, the City will pay interest on that Bond at the same rate provided on the Bond from and after its maturity or call date until that Bond is paid in full or until sufficient money for its payment in full is on deposit in a special account created by the City for such purpose.
2010 Water/Sewer Refunding and Revenue Bonds	If the City fails to make a payment on the Bonds or does not comply with the covenants in the Bond Ordinance, a bond owner has remedies permitted under State law, including without limitation, the remedies provided in RCW 35.67.108 and RCW 35.92.160.
2016 Gas Bonds	If the principal of the Bond is not paid when the Bond is properly presented at its maturity or date fixed for redemption, the City shall be obligated to pay interest on that Bond at the same rate provided in the Bond from and after its maturity or date fixed for the redemption until that Bond, both principal and interest, is paid in full or until sufficient money for its payment in full is on deposit in the Bond Debt Service Account, or in a trust account established to refund or defease the Bond, and the Bond has been called for payment by giving notice of that call to the Registered Owner.
2020 Waterworks	If the principal of the Bond is not paid when the Bond is properly presented at its maturity or date fixed for redemption, the City shall be obligated to pay interest on that Bond at the same rate provided in the Bond from and after its maturity or date fixed for the redemption until that Bond, both principal and interest, is paid in full or until sufficient money for its payment in full is on deposit in the Bond Fund, or in a trust account established to refund or defease the Bond, and the Bond has been called for payment by giving notice of that call to the Registered Owner.

Assessment Debt or Conduit Debt obligations are debt instruments issued for the express purpose of providing financing for a third party that is not part of the financial reporting entity.

Local Improvement District (LIDS) are a means of assisting benefiting properties in financing needed capital improvements through the formation of special assessment districts. All financing was secured through Cashmere Valley Bank, Ellensburg, WA. For the 2021 fiscal year the City had one active LID, Helena Street assigned LID #2004-1 and the improvements were street and utility related.

Note 7 – Pension Plans

A. State Sponsored Pension Plans

Substantially all City full-time and qualifying part-time employees participate in the following statewide retirement systems administered by the Washington State Department of Retirement Systems (DRS), under cost-sharing, multiple-employer public employee defined benefit and defined contribution retirement plans:

Public Employees' Retirement System (PERS)
Law Enforcement Officers' and Fire Fighters' Retirement System (LEOFF)

The State Legislature establishes, and amends, laws pertaining to the creation and administration of all public retirement systems.

The Department of Retirement Systems, a department within the primary government of the State of Washington, issues a publicly available Annual Comprehensive Financial Report (ACFR) that includes financial statements and required supplementary information for each plan. The DRS ACFR may be obtained by writing to:

Department of Retirement Systems
Communications Unit
P.O. Box 48380
Olympia, WA 98540-8380

Also, the DRS ACFR may be downloaded from the DRS website at www.drs.wa.gov.

At June 30, 2021, (the measurement date of the plans), the City's proportionate share of the collective net pension liabilities, as reported on the Schedule of Liabilities, was as follows:

	Employer Contributions	Allocation %	Liability (Asset)
PERS 1	504,201	0.067688%	826,629
PERS 2/3	807,827	0.085279%	(8,495,161)
LEOFF 1		0.040822%	(1,398,383)
LEOFF 2	121,892	0.061147%	(3,551,671)

LEOFF Plan 1

The City also participates in LEOFF Plan 1. The LEOFF Plan 1 is fully funded, and no further employer contributions have been required since June 2000. If the plan becomes underfunded, funding of the remaining liability will require new legislation. Starting on July 1, 2000, employers and employees contribute zero percent.

LEOFF Plan 2
The City also participates in the LEOFF Plan 2. The Legislature, by means of a special funding arrangement, appropriates money from the state general fund to supplement the current service liability and fund the prior service costs of Plan 2 in accordance with the recommendations of the Pension Funding Council and the LEOFF Plan 2 Retirement Board. This special funding situation is not mandated by the state constitution and could be changed by statute.

B. Local Government Pension Plans

The City is the administrator of a pension retirement system called the Fire Relief and Pension Fund; a single employer defined benefit plan. The system provides retirement, disability, and death benefits to members and beneficiaries. The system is closed with no active members.

As of December 31, 2021, there were a total of 6 individuals covered by this system. Five of them are retirees and one is a widow of a retiree. The net pension liability as reported on the Schedule of Liabilities was $199,018.

Firefighters' Pension Fund (RCW 41.16.050) – The State contributes 25% of the taxes on fire insurance premiums to these plans and is considered a non-employer contributing entity. The amount of these contributions received in 2021 was $141,081. This is not considered a special funding situation.

Note 8 – Risk Management

A. Pool Insurance

The City of Ellensburg is a member of the Washington Cities Insurance Authority (WCIA). Utilizing Chapter 48.62 RCW (self-insurance regulation) and Chapter 39.34 RCW (Interlocal Cooperation Act), nine cities originally formed WCIA on January 1, 1981. WCIA was created for the purpose of providing a pooling mechanism for jointly purchasing insurance, jointly self-insuring, and/or jointly contracting for risk management services. WCIA has a total of 166 members.

New members initially contract for a three-year term, and therefore automatically renew on an annual basis. A one-year withdrawal notice is required before membership can be terminated. Termination does not relieve a former member from its unresolved loss history incurred during membership.

Liability coverage is written on an occurrence basis, without deductibles. Coverage includes general, automobile, police, errors or omissions, stop gap, employment practices, prior wrongful acts, and employee benefits liability. Limits are $4 million per occurrence in the self-insured layer, and $16 million in limits above the self-insured layer is provided by reinsurance. Total limits are $20 million per occurrence subject to aggregates and sublimits. The Board of Directors determines the limits and terms of coverage annually.

Insurance for property, automobile physical damage, fidelity, inland marine, and boiler and machinery coverage are purchased on a group basis. Various deductibles apply by type of coverage. Property coverage is self-funded from the members' deductible to $750,000, for all perils other than flood and earthquake, and insured above that to $400 million per occurrence subject to aggregates and sublimits. Automobile physical damage coverage is self-funded from the members' deductible to $250,000 and insured above that to $100 million per occurrence subject to aggregates and sublimits.

In-house services include risk management consultation, loss control field services, and claims and litigation administration. WCIA contracts for certain claims investigations, consultants for personnel and land use issues, insurance brokerage, actuarial, and lobbyist services.

WCIA is fully funded by its members, who make annual assessments on a prospectively rated basis, as determined by an outside, independent actuary. The assessment covers loss, loss adjustment, reinsurance and other administrative expenses. As outlined in the interlocal, WCIA retains the right to additionally assess the membership for any funding shortfall.

An investment committee, using investment brokers, produces additional revenue by investment of WCIA's assets in financial instruments which comply with State guidelines.

A Board of Directors governs WCIA, which is comprised of one designated representative from each member. The Board elects an Executive Committee and appoints a Treasurer to provide general policy direction for the organization. The WCIA Executive Director reports to the Executive Committee and is responsible for conducting the day-to-day operations of WCIA.

B. Partial Self Insurance

As of December 31, 2021, the City is partially self-insured for its employee health and benefits program. The City purchased individual and stop loss insurance to limit its risk exposure. The City will pay up to $90,000 in claims for an individual employee with an aggregating specific deductible of $45,000 and up to $1.9 million or 90% of the first monthly aggregate deductible times 12 for the entire group. Once the maximum amount is exceeded then the insurance companies take over. To cover the 1.9 million, the City has $2.033 million in operating revenues in 2021. In 2021 the City had $317,946 in stop loss recoveries. The City has not exceeded the insurance coverage in the first 8 years of the program.

Note 9 - Joint Operations with the County

The City of Ellensburg and Kittitas County entered into a cooperative service enterprise to purchase and operate the facility previously known as the City/County Community Center (currently known as the Adult Activity Center), effective July 19, 1977. The $62,500 in initial costs of the facility were split $46,875 to the City and $15,625 to the County. The City is responsible for operating and maintaining the facility. The City accounts for the operations of the facility in the Recreation Department of the General Fund. The 2021 operations are as follows:

	Budget	Actual
Kittitas County	$51,000	$56,179
City of Ellensburg	91,356	82,884
Tour Fees	4,000	404
Other Revenues	27,880	17,837
Total Support	$174,236	$157,304

A copy of the agreement can be obtained from the City of Ellensburg Finance Department.

Note 10 – Other Post-Employment Benefits (OPEB) Plans

The City administers two closed, single employer, defined OPEB plans designed for post-employment health care benefits to 20 police and firefighters who are retired or disabled. Both plans require expenses to be approved by the Kittitas County LEOFF Disability Board. They are the Law Enforcement Officers' and Fire Fighters Retirement System Plan One (LEOFF 1), as required by Washington State law RCW 41.26.150 and the Fire Relief and Pension Plan which provides for pre-LEOFF 1 police and firefighters who retired or disabled.

The Fire Relief and Pension Plan, which pre-dates the Law Enforcement Officers' and Fire Fighters Retirement System Plan, is addressed in RCW 41.26.150(1) which states 'in the case of active or retired firefighters the employer may make the payments provided in this section from the firefighter's pension fund established pursuant to RCW 41.16.050 where the fund had been established prior to March 1, 1970. If this pension fund is depleted, the employer shall have the obligation to pay all benefits payable under chapters 41.16 and 41.18 RCW'.

The LEOFF 1 retiree medical plan is directed and defined by the State of Washington Revised Code RCW 41.26.150, states in part 'whenever any active member, or any member hereafter retired, on account of service, sickness, or disability, not caused or brought on by dissipation or abuse, of which the disability board shall be the judge, is confined in any hospital or in home, and whether or not so confined, requires medical services, the employer shall pay for the active or retired member the necessary medical services not payable from some other source as provided for in subsection (2) of this section'.

For both plans, to qualify for medical services, the employee needs to only be active, or disability retired, or the employee's service retirement date is that day following separation from LEOFF employment with the City. Employees may retire after 5 years of service after reaching age 50. Employees with 20 years of service who leave employment before retirement age are eligible for medical benefits upon reaching age 50. Insurance for retired individuals is provided through the employer's group plan, which covers both active and qualified retired members. The medical services cover active and retired members only. Spouses are not eligible. Health insurance premiums are paid monthly, and other medical services are paid as billings are presented for payment.

Employer contributions are financed on a pay-as-you-go basis. During 2021, expenditures of $319,019 were recognized for other post-employment benefits.

The City of Ellensburg's OPEB liability as of December 31, 2021, was $8,843,233 and was calculated using the Office of the Washington State Actuary alternative measurement method tool.

Note 11 – Contingencies and Litigations

The City does not have any contingent liabilities that would not be within the limits of the City's self-insured coverage with WCIA.

Note 12 – Significant Commitments

The City has active projects as of December 31, 2021.
These projects commitments include:

Project	Spent to Date	Amount Remaining on Contract
Bull Road Water, Sewer, Gas & Light Extensions 15-125	4,068,842	231,544
Main Street Signal Enhancements 18-073	909,990	298,511
Illinois Well Outfitting 19-110	-	3,179,239
Helena Avenue Water Main - Cora to Water 20-071	-	620,559
Vantage Highway Gateway II 21-054	80,923	969,078

Note 13 – COVID-19 Pandemic

COVID 19

In February 2020, the Governor of the state of Washington declared a state of emergency in response to the spread of COVID-19. Precautionary measures to slow the spread of the virus continued throughout 2021. These measures included limitations on business operations, public events, gatherings, travel, and in-person interactions.

The City proactively implemented safety measures and operations have continued with some staff working remotely. Management continues to monitor the situation for any operational or financial effects and is ready to respond appropriately as needed. To date, the City has not experienced any direct financial impacts due to the pandemic.

The length of time these measures will be in place, and the full extent of the direct or indirect financial impact on the City is unknown at this time.

Note 14 – Subsequent Events

Council Members

Nancy Lillquist was sworn in as Mayor in January 2022, she has been a council member since 2001.
Adam Winn Was elected late 2021 and sworn into office January 2022.
Monica Miller replaced Tristen Lamb by appointment after a special meeting January 24, 2022.

Housing Project

HopeSource has proposed to purchase the 4.8-acre former Nites Inn Hotel and convert it to affordable housing, using some of the City's affordable housing sales tax dollars and the County's Homeless and Affordable Housing funds. The total project is estimated at $2.4 million. On April 18, 2022, the City Council approved the award of $750,000 to HopeSource for the project.
On May 3, 2022, the Kittitas County Board of Commissioners voted to award a $750,000 grant to HopeSource for the project. The project will serve people who face the highest barrier to stable housing, who are earning at or below 60% of area median income.

Agenda #5.F

Meeting Date: June 5, 2023
City of Ellensburg
City Council Agenda Report

Agenda Subject: Approval of Contract with OPEIU
Submitted by: Dustin Davison, Assistant City Clerk
Department: City Attorney

Suggested Motion/Action:
Approval for the Mayor and City Manager to sign the Collective Bargaining Agreement and approve the necessary budget adjustments.

Background/Summary:
The Collective Bargaining Agreements with OPEIU Local 8 (General and Library) expired on 12/31/2022. Union and Management representatives have negotiated a successor Agreement, which has been voted on and approved by the OPEIU Union. The new Collective Bargaining Agreement (CBA), once approved by Council, will be effective 01/01/2023 - 12/31/2025.

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

Analysis:
Like many other agencies, local and afar, the City has experienced higher than normal turnover and has found it difficult to fill vacancies. In preparation for negotiations, Human Resources performed a cursory review of benchmark positions using the AWC Salary Survey and confirmed that some positions were on par with comparable agencies, and others needed some upward adjustment.

Negotiations began in December and unfortunately, multiple delays occurred due to unforeseen circumstances outside of anyone's control. This was further complicated by a need for market-based adjustments, significant language and format review, and the effort to combine the two (2) OPEIU Agreements into one (1) joint Agreement.

After a lot of work from all parties, Labor and Management, we were successful in reaching a tentative Agreement.

The amendments are summarized as follows:

A combined OPEIU Agreement that incorporates the employees of the Library and Hal Holmes Community Center (HHCC).

Wages include a market/COLA (Cost of Living Adjustment) for 2023 averaging 10.7% for non-Library/HHCC employees, and 17.1% for Library/HHCC employees. For 2024 and 2025, the COLA will be equal to the amount established for non-Represented employees via annual Pay Resolution, or a minimum of 2.5%.

For comparison purposes, the COLA increases in the previous contract were 3% each year (2020, 2021, and 2022).

For regular part-time employees who are not eligible for benefits due to their assigned hours, the benefit stipend increases from $150 to $200 per employee, and this will now apply to all qualified bargaining unit employees (previously this was only provided for Library/HHCC employees). Employees who work at least twenty (20) hours will also be eligible to participate in the voluntary Flexible Spending Accounts offered through the City.

The two (2) HHCC employees are now eligible for the annual shoe allowance due to the nature of their duties, similar to the Senior Meter Readers.

A one-time signing bonus of $300 will be provided to the three (3) employees of the Police Department who were employed as of 01/01/2023.

The Recreation Leaders will no longer be part of the CBA.

The parties also completed a thorough review and update of language and formatting throughout the CBA.

There were several requests by the Union that were withdrawn during the course of negotiations. They included a market adjustment and 10% COLA for 2023, an 11-step pay scale with the market rate being Step 1; 5% increases for 2024 and 2025, the addition of Veteran's Day as a paid holiday; reinstatement of sick leave cash-out upon resignation/retirement; payment of the employee's share of the Washington Paid Family and Medical Leave premium as well as a wage differential when taking WPFML.

Financial Impact:
The primary areas of financial impact include the annual wage increases, particularly for 2023, the increase/expansion in benefit stipend for regular part-time employees not eligible for health benefits, expansion of the shoe allowance to employees of the HHCC, and the one-time signing bonus for three EPD employees.

The estimated cost of implementation over current expense for the three (3) year contract is $522,928 (wages, payroll costs, and benefits), requiring a budget adjustment for 2023 and 2024. Budget for 2025 will adopted in 2024.

Attachments:
1. OPEIU General Contract 2023-2025

8 LOCAL OPEIU
Office and Professional Employees International Union
2800 First Avenue, Room 304 · Seattle, WA 98121 · (206) 441-8880 · 1-800-600-2433

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF ELLENSBURG

AND

OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL NO. 8, AFL-CIO

FOR THE PERIOD OF

JANUARY 1, 2023 THROUGH DECEMBER 31, 2025

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COLLECTIVE BARGAINING AGREEMENT

CITY OF ELLENSBURG

THIS AGREEMENT is made and entered into at Ellensburg, Washington, for the January 1, 2023 – December 31, 2025 contract term, by and between the CITY OF ELLENSBURG, WASHINGTON, hereinafter referred to as the EMPLOYER and OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL NO. 8, AFL-CIO, hereinafter referred to as the UNION, for the purpose of fixing the rates of pay, hours of work and other conditions of employment between the Employer and the Union, and to clearly define mutual obligations between the parties hereto.

WHEREAS, the Employer has endorsed the practice and procedures of collective bargaining as a fair and orderly way of conducting its relations with its employees insofar as such practices and procedures are appropriate to the function and obligation of the Employer to retain the right to effectively operate in a responsible and efficient manner in harmony with the paramount interests of the City and its citizens.

AND WHEREAS, the parties hereto desire to cooperate in establishing conditions that will tend to secure to the employees concerned a living wage and fair and reasonable conditions of employment, and to provide methods for fair and peaceful adjustments of all disputes which may arise between them, so as to secure uninterrupted operation of the office involved.

NOW, THEREFORE, be it mutually agreed to as follows:

ARTICLE 1 - RECOGNITION

Section 1.1 The Employer agrees to recognize the Union as the sole collective bargaining agent for all full-time and regular part-time office, clerical and technical employees in the Finance, Public Works & Utilities, Parks & Recreation (excluding Rec Leaders and Rec Aides), Community Development, Library/Hal Holmes Community Center (Library/HHCC), and Police Departments of the City of Ellensburg, Washington, excluding exempt and confidential employees, and Library/HHCC employees who work less than ten (10) hours per week.

Section 1.2 Employees within a classification funded by Federal or State training programs shall be excluded from coverage of this Agreement. Pay rates for employees in these positions shall be determined by the Federal or State programs providing the funding. When an employee is transferred from a Federal or State supported employment program to a position funded by City revenues, the incumbent and the Employer shall adhere to the terms and conditions of this Agreement. Employment programs funded by Federal or State sources are considered temporary and of a supporting nature only and there shall be no intent on the part of management to permanently replace regular staff members with employees from such programs.

ARTICLE 2 - PRODUCTIVITY

It is mutually agreed that the Employer and Office and Professional Employees Local No. 8 shall work together, individually and collectively to meet the service and production requirements of each department, to provide the public with efficient and courteous service, to encourage good attendance of employees, and to promote a climate of labor relations that will aid in achieving a high level of efficiency in all departments of the Employer.

ARTICLE 3 - NON-DISCRIMINATION

Section 3.1 Neither the Union nor the Employer, in performing their obligation under this contract, shall be arbitrary and capricious in matters of hiring, promotion, transfer, layoff, discharge or in matters concerning establishing working conditions or other conditions of employment.

Section 3.2 The Employer and the Union agree not to discriminate against any employee for activities on behalf of or for membership in the Union.

Section 3.3 The Employer, in carrying out its obligations under this contract, shall not discriminate in matters of hiring, training, promotion, transfer, layoff, discharge, or otherwise because of race, creed, national origin, sex, sexual orientation, gender identity, gender expression, age, marital status, veteran or military status, or disability, and the Employer shall fully comply with all applicable local, state, and federal laws.

ARTICLE 4 - UNION SECURITY

Section 4.1 The Employer shall upon appointment of a covered employee, furnish the Union each month with a list of all new hires, their home addresses, job title, beginning salary, date of hire, and work email. Each month, the Employer shall provide the Union with the number of hours each bargaining unit employee worked the previous month. The Employer shall also furnish a list of names with job titles of all terminations. A representative of the Union will be permitted up to thirty (30) minutes to meet with new employees sometime during their orientation.

Section 4.2 The Employer shall deduct dues from the employee's pay upon written authorization from the employee. Such authorization shall remain in effect until revoked by the employee in writing to the Employer and the Union. The Employer shall notify the Union via email as soon as practicable once becoming aware of any bargaining unit member revoking authorization to deduct union dues.

Section 4.3 The Employer also agrees to make flat amount payroll deductions for individual employees who voluntarily execute an OPEIU Local 8 PAC Check-off Authorization form: provided however, such Authorization form may be revised not more than once annually. Such dues and deductions shall be transmitted to the Office and Professional Employees'

International Union Local No. 8. The Union agrees to indemnify, defend, and hold harmless the Employer from and against any and all loss or damage, claims, demands, suits, judgments or other forms of liability arising from the operation of this section. It is agreed that neither any employee nor the Union shall have any claims against the Employer for any deductions made or not made unless a claim of error is made in writing to the Employer within forty-five (45) calendar days after the date such deductions were or should have been made.

Section 4.4 HARDSHIP FUND. The Employer agrees to deduct the specific sum from the salary of any member of the bargaining unit who voluntarily executes an OPEIU Local 8 Hardship Fund Check-Off Authorization form. Employers will remit these deductions to OPEIU Local 8 along with a list of the bargaining unit employees' names and amounts deducted no later than the 15th day following the last payday of each month. The Union agrees to indemnify, defend, and hold harmless the Employer from and against any and all loss or damage, claims, demands, suits, judgments, or other forms of liability arising from the operation of this section.

ARTICLE 5 - UNION BUSINESS

Section 5.1 The members of the Union Negotiating Committee, no more than four (4) 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. The four (4) shall include any combination of representatives from City Hall, Police, Parks & Recreation, and/or the Library/HHCC.

Section 5.2 A bulletin board shall be made available to the Union in a convenient location in the Employer's place of business where there are more than two (2) bargaining unit members working at that location. The Union shall consult with Management about the size, location, and items to be posted on the bulletin board.

Section 5.3 The Business Agent of the Union shall be allowed admission to the Employer's place of business at any reasonable time during working hours for the purpose of investigating conditions existing on the job, provided the Agent first notifies appropriate Department Director(s) and the City Manager or their designee. Said investigation shall be conducted so as not to unreasonably disrupt the Employer's operations.

Section 5.4 The Union shall have the right to set up its regular shop steward machinery, and the employee(s) chosen to fulfill the role of steward shall be certified in writing to the Employer. One certified steward may investigate and discuss grievances with individual members, and such investigations will generally take place during work time, but with prior approval of the appropriate Department Director. Other Union business will only be discussed on Employer time to the same extent and with similar restrictions as the Employer allows employees to discuss other non-work issues during work hours, and shall not unreasonably disrupt the Employer's operations.

Section 5.5 The Employer shall allow the Union to use the City Hall 2nd floor employee break room and Library employee break room at no charge for bargaining unit Union business, subject to their availability. Except with permission of the City Manager or as specifically provided herein, the Union shall not utilize the Employer's facilities, supplies, or equipment.

ARTICLE 6 - MANAGEMENT RIGHTS

Section 6.1 The Union recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities, powers, and authority. Affairs of the Employer concerning which such prerogative is reserved, to include the following matters:

Section 6.1(a) The right to establish reasonable work rules and notify the Union as prescribed in **ARTICLE 7 - WORKING RULES**, Section 7.1.

Section 6.1(b) The right to schedule overtime work in a manner most advantageous to the City and consistent with the requirements of municipal employment, the public interest, and the provisions of **ARTICLE 8 - WORK SCHEDULE, OVERTIME, and REMOTE WORK** of this Agreement.

Section 6.1(c) The right to discipline or discharge employees only for just cause (trial period employees excluded).

Section 6.1(d) The right to layoff employees for lack of work or funds or because of the occurrence of conditions beyond the control of the Employer or where continuation of work would be wasteful and unproductive in the opinion of the Employer after consulting with the Union and considering its opinion.

Section 6.1(e) The right to determine schedules and hours of work, including flex-time, and to establish the methods and procedures by which the work is to be performed, while maintaining consistency with the terms of this Agreement.

Section 6.1(f) The right to expect a covered employee to perform incidental duties that are only temporary in nature and reasonably related to responsibilities prescribed in the employee's job description, although these incidental duties may not be specifically enumerated in such job description. The performance of these duties is not meant to replace work or jeopardize bargaining unit positions.

Section 6.1(g) The right to contract out for any work or services performed by the Employer including work or services performed by covered employees under this Agreement. This right to contract or subcontract shall not be used by the Employer for the purpose or intention of undermining the bargaining unit or to discriminate against its members. The Union shall be advised in writing in advance of any intention to contract or subcontract and the Union will be allowed to review any plans to do so. It is further agreed that the Employer will attempt to place employees affected by the contracting or subcontracting out of work in positions that are created by the contracting or subcontracting.

Section 6.1(h) Management reserves the right to establish new classifications but the rates of pay pertaining to such new classifications shall be set by negotiations between the Employer and Union.

Section 6.1(i) The employer agrees that volunteers shall not be used for the purpose of displacing regular full-time or regular part-time positions.

Section 6.1(j) The right to assign or reassign employees to a job classification; provided that, when an employee is assigned to a lower rated job for more than thirty (30) workdays and the assignment is to become regular, the reassigned employee for the first ten (10) days of the assignment shall receive the rate of pay earned prior to the reclassification. Beginning on the eleventh (11th) working day of the reclassification, the employee shall receive the applicable rate of pay for their status within that classification.

Section 6.1(k) Management has the right to determine the need for and budgeting of training and education.

Section 6.1(l) Management has the right to determine what services are to be provided.

Section 6.1(m) Management has the right to change job titles, so long as the Union is notified.

ARTICLE 7 - WORKING RULES

Section 7.1 The Employer shall furnish the Union a copy of any work rules or regulations applicable to the bargaining unit members within thirty (30) days of adoption. In the event the Union is not provided with a copy of the rules or regulations within the thirty (30) day limit, the newly adopted rules or regulations shall have no impact or effect upon bargaining unit employees.

Section 7.2 ALCOHOL AND DRUG ABUSE. An employee whose work performance may indicate the presence of a drug or alcohol problem may be directed to seek counseling and/or other assistance. No employee's job security will be placed in jeopardy as a result of seeking corrective treatment or advice as long as the employee is following a prescribed program approved by the Employer. However, it is the responsibility of the employee to correct unsatisfactory work performance resulting from apparent substance abuse. Failure to take or continue corrective action may result in appropriate disciplinary action up to and including discharge.

ARTICLE 8 - WORK SCHEDULE, OVERTIME, and REMOTE WORK

Section 8.1 WORK SCHEDULE.

Section 8.1(a) The regular hours of work shall be between 7:00 a.m. and 6:00 p.m., not to exceed forty (40) hours in any one (1) week. Upon notification to the Union and agreement of the involved employees, the Employer may implement an alternative work schedule. The regular workweek shall be Monday through Friday, except those bargaining unit positions which historically have been scheduled to work on Saturdays and/or Sundays, including but not limited to part-time Code Enforcement position, and positions responsible for weekend activities and programs offered by the Parks and Recreation Department where the Department's employee has agreed to an adjusted workweek.

Section 8.1(a)(1) Library/HHCC - The regular workweek shall be Monday through Sunday. Five (5) days of work in consecutive order of eight (8) consecutive hours each in the time period Monday through Sunday shall constitute a workweek for covered full-time employees of the Library/HHCC, providing that altered schedules can be arranged by mutual agreement of the Library Director and the employees concerned. Upon notification to the Union and agreement of the involved employees, the Employer may implement an alternative work schedule.

Section 8.1(b) Each employee who works at least a five (5) hour shift shall receive a meal period of at least thirty (30) minutes, and employees who work at least eight (8) hours will receive a meal period of sixty (60) minutes, approximately one-half (1/2) way through the workday in accordance with a lunch period schedule to be established by the Employer. The lunch period shall not be compensable time. Each full-time employee shall receive a relief period not to exceed fifteen (15) minutes approximately one-half (1/2) way through the morning shift and approximately one-half (1/2) way through the afternoon shift of each working day, in accordance with a schedule to be established by the Employer. For part-time employees, a relief period not to exceed fifteen (15) minutes shall be provided, and depending on the hours worked, may be in addition to a meal period of at least thirty (30) minutes, to be scheduled by the Employer.

Section 8.1(c) The regular scheduled workday shall be between the hours of 7:00 a.m. and 6:00 p.m. except for bargaining unit positions working in the Parks and Recreation Department, which have different business hours to serve the community.. It is understood that the Employer may, with the reasonable notice to the employee involved and the Union, change the hours of any job where the working hours no longer meet business needs, or to provide coverage when there are vacancies, or employees are on approved vacation or sick leave.

Section 8.1(d) Employees shall begin their work at the time established by the Department Director. Employees not at work at the beginning of their workday or at the completion of a rest break or a lunch period shall be considered tardy.

Section 8.1(e) Part-time employees are employees who work less than an aggregate of forty (40) hours per week. Qualified part-time employees shall first be asked to work any extra hours in order to meet holiday and vacation coverage demands. When additional hours of work are available, current qualified regular part-time employees shall be considered for the hours before new employees are hired. Distribution of such hours shall not obligate the Employer to increase a part-time employee's hours to twenty (20) hours or more per week. Under the provisions of **ARTICLE 6 - MANAGEMENT RIGHTS,** the Employer reserves the right to determine the hours of work for bargaining unit positions. In the event more than one current employee is available and qualified for any additional hours, the senior employee shall have preference.

Section 8.1(f) A monthly work schedule will be posted at least fourteen (14) days in advance of the effective date of the schedule. For departments with permanent set schedules there is no need to post schedules.

Section 8.2 OVERTIME.

Section 8.2(a) All authorized work performed beyond the normal workday of at least eight (8) or more hours per day shall be paid for at the rate of one and one-half (1 ½) times the regular straight time hourly rate of pay, except for bargaining unit positions responsible for activities and programs offered by the Parks & Recreation Department where the department's employee has agreed to work in excess of eight (8) hours in one day. If said employee has not agreed, but has nevertheless been directed by their supervisor, to work over eight (8) hours in one day they shall be paid at the rate of one and one-half times the regular straight time hourly rate of pay. For employees assigned to an alternative work schedule of four (4) ten (10) hour days, the applicable overtime rate shall apply for all authorized work performed in excess of ten (10) hours per day.

Actual hours worked: When computing overtime, time paid for but not worked (e.g., sick leave and vacation time) is not counted as hours worked; however, time paid for holidays is counted when computing overtime.

Section 8.2(b) Authorized overtime shall be paid in increments of one-quarter (1/4) hour; an employee shall record their time to the nearest quarter hour.

Section 8.2(c) Authorized work performed by a regular full-time employee on the employee's regular day(s) off shall be compensated at the rate of one and one-half (1 ½) times the regular hourly rate of pay. Employees authorized to work on a holiday shall be paid at a rate of one and one-half (1 ½) times the regular hourly rate of pay. Holiday pay shall be paid in addition to any pay for hours worked on a holiday.

Section 8.2(d) Should an employee be called in to work on a scheduled day off or after normal working hours, the employee shall receive not less than four (4) hours' work or four (4) hours' pay at the applicable overtime rate for the call-in. An employee shall be deemed to have been called in only when the employee receives notice of work to be done after having left the Employer premises. If an employee receives such notice of work to be done before leaving the Employer premises, but after the close of the preceding regular shift, the employee shall be deemed to have worked continuously. Call-in overtime, where practicable, shall be on a rotational basis.

Section 8.2(e) Employees who are required to work overtime four (4) or more hours beyond their regular shift, shall be reimbursed up to fifteen dollars ($15) for the cost of a meal, payment to be made after presentation of a receipt.

Section 8.2(f) Overtime will be offered and assigned on a rotational basis whenever practicable.

Section 8.2(g) The Employer shall consider all employee requests to work overtime and shall, if denying such a request, provide notice of the denial to the employee.

Section 8.3 REMOTE WORK. Employees covered by this Agreement may be eligible to request the ability to work remotely in accordance with the Employer's Personnel Policies.

ARTICLE 9 - SENIORITY

Section 9.1 ACCUMULATION OF SENIORITY. The following seniority rules shall apply to each bargaining unit employee.

Section 9.1(a) Seniority shall be determined by continuous length of full-time and regular part-time service with the Employer.

Section 9.1(b) An employee transferred or promoted to a new classification shall have seniority determined by continuous length of full-time and regular part-time service with the Employer.

Section 9.1(c) Seniority shall not apply during the trial period of new employees. Upon the completion of the trial period, all names must appear on the seniority list as of the first day of employment.

Section 9.1(d) In cases where two (2) 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 9.2 SENIORITY PRIORITY FOR PROMOTIONAL CONSIDERATION.

Section 9.2(a) It is understood and agreed that in all cases of promotion, the following factors shall be considered and where Factor No. 1 is relatively equal, Factor No. 2 shall govern; and where Factors No. 1 and No. 2 are equal, Factor No. 3 shall be used:

Factor No. 1 - Knowledge, skills, abilities, education, work performance, and or experience.

Factor No. 2 - Length of continuous service with the Employer.

Factor No. 3 - Length of service within classification.

Section 9.2(b) The Employer can interview employees or require employees to take written tests or formal examinations such as aptitude tests, all of which are relative to the position being competed for, to help determine, in the Employer's opinion, the relative ability of the employee.

Section 9.3 BREAKS IN SENIORITY.

Section 9.3(a) A break in seniority shall occur if an employee is discharged for just cause or voluntarily terminates employment.

Section 9.3(b) For employees with more than twelve (12) months of service, a break in seniority shall occur if the employee is off the job due to an injury, illness, or layoff for more than total credited months. Credited months shall be calculated as one (1) month for every year of service, with a minimum of twelve (12) credited months and a maximum of twenty-four (24) credited months.

Section 9.3(c) For employees with less than twelve (12) months seniority, a break in service shall occur if the employee is off the job due to an injury, illness or layoff for more than six (6) months.

Section 9.4 SENIORITY LIST. The Employer shall supply the Union with a seniority list if requested by the Union.

ARTICLE 10 - JOB DESCRIPTIONS

The Employer agrees to establish, through mutual agreement with the Union, a job description for each covered position. A copy of such job description shall be provided to each covered employee and the Union.

ARTICLE 11 - VACANCIES, HIRING, PROMOTIONS AND DOWNGRADES

Section 11.1 The awarding of all vacant and promotional positions shall be subject to the seniority system of **ARTICLE 9 - SENIORITY**. Procedures relating to the filling of vacant and promotional positions are as follows.

Section 11.1(a) The Employer will email notice of all job vacancies to all City employees. The Employer will include the Union Representative when the vacancy is for a position covered by this Agreement. The Employer will include a five (5) working day timeline in all vacancy announcements covered by this Agreement. The posted notice will include a brief description of the qualifications and responsibilities of the vacant position, as well as the wage scale and benefits. The employees covered by this Agreement will have five (5) working days to apply under the provisions of this Agreement.

Section 11.1(a)(1) The Employer reserves the right to concurrently post all Union positions to the public. The length of the public posting may differ from the Union posting.

Section 11.1(b) Covered employees who make timely application during the five (5) workday period will be considered eligible for the vacant position. Resumes and cover letters are strongly encouraged. An employee who does not submit an application during this five (5) day work period may still apply for the position by the publicly advertised deadline for applications to be received, but shall be treated as an outside applicant for all aspects of the hiring process, and the requirements of **ARTICLE 9 - SENIORITY** Section 2(a) shall not apply if the application is for a promotional opportunity.

Section 11.1(c) Employees who make application for a vacant position will receive written notification of acceptance or rejection. An announcement will be posted on the Union bulletin board notifying all employees of the employee selected for the vacant position.

Section 11.1(c)(1) It is the desire and intent of the Employer to fill job vacancies from current qualified internal applicants before hiring new employees, provided the employees who apply have the required qualifications for the particular job, including but not limited to, any required knowledge, skills, abilities, education, experience, training and/or certifications, as well as an acceptable level of performance in their current position based on a review of the employee's performance evaluations, commendations and/or disciplinary notices.

Section 11.1(d) The Employer shall not be denied the right to employ an individual from outside sources once it has been determined that any covered employee(s) who have made application through the timely submission of their application are not qualified for the position.

Section 11.2 TRIAL PERIOD.

Section 11.2(a) NEW HIRES: Newly hired employees shall have a six (6) month trial period. Such trial period shall be for the purpose of ascertaining fitness for regular employment with the Employer in the position occupied. The trial period may be extended by the Department Director for an additional ninety (90) days. Employees that have an extended trial period will receive a performance plan that clearly outlines areas of performance that need to be addressed. The Union shall be notified in writing (email acceptable) of all instances where a trial period has been extended. Such notice will include supporting documentation. The extension shall not be subject to the grievance process.

Section 11.2(b) TRANSFERS

Section 11.2(b)(1) An employee who has completed a trial period in their current position, and transfers into another position with substantially the same duties, skills, and knowledge shall have a three (3) month trial period.

Section 11.2(b)(2) An employee who has completed a trial period and transfers into another position that does not have substantially the same duties, skills, and knowledge shall have a six (6) month trial period.

Section 11.2(b)(3) If the employee has not completed a trial period in their current position, the trial period shall be for six (6) months.

Section 11.3 COMPENSATION

Section 11.3(a) NEW HIRES: Newly hired employees shall start at Step 1 of the current salary scale during the first six (6) months of employment with the Employer. A new employee may be employed at a higher rate than Step 1 when the employee's experience, training, or proven capability warrant, or when prevailing market conditions require a starting rate greater than Step 1. The employee will advance one (1) step at six (6) months, one (1) step at completion of their first year, and one step each year thereafter until they reach the full base salary.

Section 11.3(b) TRANSFERS

Section 11.3(b)(1) A regular employee who has completed the trial period in their current position, then transfers into a new job classification which has substantially the same duties, skills, and knowledge as the job classification from which the employee has transferred, shall be placed no lower than their current step, or the next available step up if the new salary scale is higher. They will receive one (1) additional step at the completion of their first year, and one (1) step each year thereafter until they reach the full base salary.

Section 11.3(b)(2) If a regular employee has NOT completed the trial period in their current position, then transfers into a new job with substantially the same duties, skills, and knowledge as the job from which they transferred, they shall be placed no lower than their current step, or at the next available step up if the new salary scale is higher. If available, they will receive one (1) additional step at completion of their 6-month trial period, and one (1) step each year thereafter until they reach the full base salary.

Section 11.3(b)(3) Employees, regardless of their time with the Employer, who transfer into a position which is not substantially similar to the one from which the employee has transferred, shall receive not less than the step in the new salary scale that represents at least a 5% increase when available (if the difference between the two wage scales is less than 5% and the employee is at the top step of their current wage scale, they will be placed at the top step of the new pay scale). If available, they will receive one (1) step at the completion of their 6-month trial period, one (1) additional step at the completion of their first year, and one (1) step each year thereafter until they reach the full base salary.

Section 11.4 DOWNGRADES.

Section 11.4(a) A newly-transferred regular employee who is deemed unable to satisfactorily perform the duties of the new position or who voluntarily requests to demote during the trial service period, shall be returned to the previously held position provided it, or another in the same classification, is vacant. Vacancy shall mean an unfilled position or one that is filled with a temporary employee.

Section 11.3(b) If a vacancy is not available, then an employee who volunteers or is required to demote, shall have the right to be placed on the eligibility list for the previously held classification or for other positions within the Employer which become available and for which the employee is qualified. This will entitle said employee to reinstatement upon the first available vacancy occurring in the ensuing twelve (12) months, provided the employee holds the necessary qualifications.

ARTICLE 12 - EMPLOYEE PERFORMANCE REVIEWS

Section 12.1 ANNIVERSARY DATE, EMPLOYEE PERFORMANCE REVIEW.

Section 12.1(a) After an employee has successfully completed the appropriate trial period and is certified to regular status, the employee's anniversary date of employment shall be retroactive to the date first employed on a full-time or regular part-time status. The "Employee Performance Review" is an evaluation of an employee's performance against established standards for a given position, to be made by the employee's immediate supervisor with a final review by the Department Director. A suitable standard form for properly conducting an "Employee Performance Review" shall be developed by the Employer and shall be used in conducting evaluations.

Section 12.1(b) Each covered employee shall be afforded the opportunity to provide comments related to the performance rating made by the employee's immediate supervisor or Department Director. The reviews shall include a discussion between the employee and the employee's supervisor.

Section 12.1(c) Each covered employee shall be provided with a copy of the completed performance review.

ARTICLE 13 - DISCIPLINE AND TERMINATION

Section 13.1 The Employer shall not discharge or suspend an employee with seniority without just cause. The Employer retains the right to discipline or discharge initial trial period employees for any lawful reason and any such action shall not be subject to the grievance procedure or further recourse. An unlawful reason would be a clear violation of Federal, State or local statute (e.g., racial, age, or disability discrimination, sexual harassment, etc.).

Section 13.2 The parties agree that the primary emphasis shall be placed on preventative measures and effective employee-management relations. The primary objective of discipline shall be to correct and change performance and/or conduct while enhancing accountability to the public.

Section 13.3 Whenever poor work performance or improper conduct occurs, generally a gradual increase in the level of disciplinary action will be initiated with the objective of correcting the problem(s). Often documented counseling and verbal warnings will accomplish the objective but in certain situations, written reprimands, suspension, demotion, or discharge may be required. When deciding the degree of disciplinary action, the Employer will assess the circumstances surrounding the incident(s), the severity of the offense, and the past conduct of the employee.

Section 13.4 A uniform notice system shall be used for poor work performance, or violations of Employer rules, regulations, and procedures. The notice system may include: coaching, documented verbal warnings, written reprimands, suspension without pay; demotion; or discharge. Normally, not less than one (1) written reprimand shall have been given to an employee prior to suspension for work performance reasons. Prior to discharge for work performance reasons, normally no less than three (3) written reprimands shall have been given to the employee. The latter total of three (3) shall include any which were given prior to suspension(s).

Section 13.4(a) Notwithstanding any other provisions of this Article, the progressive discipline process need not be used for egregious offenses or behavior, including but not limited to dishonesty, drinking of alcoholic beverages while on duty, gross negligence resulting in a serious accident while on duty, the carrying of unauthorized passengers in Employer vehicles, unprovoked assault while on duty, selling, using or being under the influence of illegal drugs (either under state or federal law) while on duty, or willful, wanton, or malicious damage to Employer property.

Section 13.4(b) A copy of all written reprimands shall be submitted to the employee, Shop Steward, and Union Representative within twenty-one (21) calendar days of either the date of the cited violation or the date when the cited violation became known to the Employer, if that latter date is within a reasonable period after the date of the occurrence of the cited violation, whichever date is later. Noncompliance with the twenty-one (21) day time limit will set aside the written reprimand as being null and void. Notwithstanding the foregoing, the Employer may extend the timeline when the nature of the performance or conduct issue requires an investigation that cannot reasonably be completed within twenty-one (21) days, or because of scheduling conflicts with its employees or any other witness to be interviewed for the investigation. Any extension beyond twenty-one (21) days requires agreement of the Union, which shall not be unreasonably withheld.

Section 13.4 (c) At the time of issuance, and prior to placement in personnel records, the employee shall be given the opportunity to read, sign, and answer all written reprimands. The employee's signature shall not signify an admission of guilt or concurrence to the charge but shall be requested to indicate the employee comprehends the gravity of the disciplinary action.

Section 13.4(c)(1) After a period of twenty-four (24) months, the employee may request that a written reprimand be noted as exempt from consideration in future disciplinary action and placed within a sealed envelope to be kept in their personnel file; however, the employer may deny the request based on the cause for the former written reprimand, or if additional documented performance or behavior issues exist (evaluations that do not meet expectations or additional documented counseling or verbal warnings).

Section 13.4(c)(2) If the employee's request is granted, a memo will be attached to the prior reprimand noting its exclusion. However, if an additional written reprimand is issued within twenty-four (24) months of the exclusion, the exclusion will be void and both reprimands will be subject to consideration for future disciplinary action.

ARTICLE 14 - GRIEVANCE PROCEDURE

Section 14.1 POLICY. The parties recognize that the most effective accomplishment of the work of the Employer requires prompt consideration and equitable adjustments of employee grievances. It is the desire of the parties to adjust problems informally whenever possible, and both management and employees are expected to make every effort to resolve problems as they arise. However, there may be instances where a grievance can be resolved only after a formal review. Accordingly, the following procedure is established to process such disputes as fairly and expeditiously as possible.

Section 14.2 DEFINITION. Any complaint or dispute arising between the parties to this Agreement involving the interpretation, application or claimed breach of this Agreement may be considered a grievance and shall be subject to this grievance process.

Section 14.3 SPECIAL PROVISIONS.

Section 14.3(a) The term "employee" as used in this Article shall mean an individual employee, or group of employees, accompanied by a representative.

Section 14.3(b) A Union representative and/or aggrieved party shall be granted time off without loss of pay for the purpose of processing a grievance. Grievances processed through Step 3 of the grievance procedure shall be heard during the Employer's normal working hours. Any investigation undertaken by the Union upon the work site shall be conducted so as not to disturb the work of uninvolved employees and only after advance notice to the Department Director.

Section 14.3(c) During arbitration, if the Union desires to call City employees as witnesses, not less than seven (7) calendar days' notice shall be given to the appropriate Department Director so that necessary scheduling arrangements can be made. In addition, the Union shall reimburse the Employer at the employee's regular hourly rate for paid duty time devoted to appearance for the Union.

Section 14.3(d) A grievance may be entered into or advanced to any step in the grievance procedure if the parties so jointly agree.

Section 14.3(e) The time limits within which action must be taken or a decision made as specified in this procedure may be extended by mutual written consent of the parties involved. A statement of the duration of such extension of time must be signed by both parties.

Section 14.3(f) Any grievance shall be considered settled at the completion of any step if all parties are satisfied or if neither party presents the matter to a higher authority within the prescribed period of time. Failure by an employee to comply with any time limitation of the procedure shall constitute withdrawal of the grievance. Failure by the Employer to comply with any time limitation of the procedure shall allow the Union and/or employee to proceed to the next step.

Section 14.4 PROCEDURE.

Step 1 - Written Grievance to Immediate Supervisor.

If the complaint is not resolved informally, a grievance shall first be presented in writing to the Supervisor in charge of the work being carried on by the aggrieved employee within twenty-one (21) calendar days from the date the employee had knowledge or should have had knowledge of the alleged breach or violation of this Agreement.

The written grievance shall:

1. Set forth the section(s) of the Agreement allegedly violated and state the nature of the violation.
2. Indicate the date(s) of the incident(s) grieved.
3. Specify the remedy or solution to the grievance sought by the Union and/or employee(s).
4. Identify the grievant(s) and be signed by the grievant(s).

The employee and the steward or union representative shall meet with the immediate supervisor within five (5) working days of the supervisor's receipt of the grievance. The

Supervisor and the Union shop steward or designee shall meet with the subject employee and make such investigation as deemed necessary.

Within seven (7) working days after the date of the Step 1 meeting, the supervisor shall mail, email, or hand deliver a copy of their decision to the aggrieved employee(s), the employee's Department Director and the Union steward.

Step 2 - Written Grievance to Department Director.

If a complaint is not resolved at Step 1, then a grievance may be submitted to the appropriate Department Director within fourteen (14) calendar days of the Step 1 decision. Said grievance shall include a copy of the Step 1 grievance and Step 1 decision. The Department Director and the Union shop steward or designee shall meet with the subject employee and make such investigation as deemed necessary. A written decision shall be given within fourteen (14) calendar days following the receipt of the written grievance.

Step 3 - Grievance Appealed to City Manager.

If the employee is dissatisfied with the decision of the Department Director, they may, within fourteen (14) calendar days of the date of the Department Director's decision, request a review by the City Manager. The grievance shall delineate the areas of disagreement with the responses given at Step 1 and Step 2, and the reasons therefore. The City Manager shall meet with the employee and Union Representative or designee and/or conduct such investigation as they deem necessary, and shall forward a written decision to the employee and the involved Union Representative within fourteen (14) calendar days from receipt of the grievance.

Step 4 - Mediation.

If the grievance is not satisfactorily resolved at Step 3, then the moving party may, within fourteen (14) calendar days, submit the matter to mediation. Both parties must mutually agree upon the mediation process within ten (10) calendar days of the request. If there is no agreement upon mediation, the Union may advance the grievance to arbitration within fourteen (14) calendar days of when either party provides notification it will not agree to mediation. If mediation is used but fails to resolve the issue(s) within fourteen (14) calendar days of commencement of same, or such other time as the parties may agree, then the moving party may appeal to arbitration.

Step 5 - Grievance Appealed to Arbitration.

Either party to this Agreement may refer unsettled grievances which concern provisions of this Agreement to arbitration.

a. A request for arbitration shall be in writing and shall be submitted to the other party within fourteen (14) calendar days following the close of mediation or notification by a party that it will not agree to mediation. Said appeal shall identify the previously filed grievance and set forth the issue(s) which the moving party seeks to have arbitrated.

b. 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, a joint request shall be made to the State PERC for a list of nine (9) arbitrators. Selection shall be made by alternate striking with the party filing the grievance striking first.

c. The arbitrator shall not have the power to amend, modify, alter, or subtract from this Agreement or any provision thereof.

d. The arbitration hearing shall be convened as soon as practicable after the selection process is completed.

e. The parties agree that the decision of the arbitrator shall be final and binding and implemented within thirty (30) days following the rendering of the decision unless otherwise ordered by the arbitrator.

f. The cost of the arbitration shall be borne equally by the parties. Each party shall bear the cost for the preparation and presentation of its own case.

ARTICLE 15 - VACATION

Section 15.1 Vacations shall be earned as follows:

Years Completed	Earned Per Month	Earned Each Year
1 – 3 years inclusive	1 day (8 hrs.)	12 working days
4 – 8 years inclusive	1 ¼ days (10 hrs.)	15 working days
9 – 14 years inclusive	1 ½ days (12 hrs.)	18 working days
15 – 19 years inclusive	1 ¾ days (14 hrs.)	21 working days
20 – 24 years inclusive	2 days (16 hrs.)	24 working days
25 years and over	2 ½ days (20 hrs.)	30 working days

Section 15.2 All employees shall be encouraged to take vacation time as it accrues each year. Employees may carry over up to 192 hours (24 days) of vacation accrued from the previous year. These accrued hours must be used during the first year after carry over or will be lost on the 31st day of December. All requests for vacation must be approved, in writing, by the appropriate Department Director, or their designated representative, prior to the commencement of the requested vacation. Any denial of requested vacation must be a determination made in good faith and all reasonable efforts shall be pursued to reschedule the requested vacation prior to the end of the year. Holidays occurring during a vacation shall not be counted as a day of vacation.

Section 15.3 No vacation may be taken during the trial period of employment unless it has been earned and its use has been approved in writing by the appropriate Department Director. Newly promoted or transferred employees shall be immediately eligible to use all previously earned and approved vacation leave.

Section 15.4 On termination of employment, employees shall be paid for no more than 240 hours of accrued and unused vacation upon termination.

Section 15.5 Covered employees working less than full-time shall receive the same vacation benefits as other full-time employees except on a prorated basis calculated on all hours compensated per month.

Section 15.5(a) Prorated annual vacation allowance may be used only when the employee has completed five (5) consecutive months of service. Vacation leave may be used in one quarter (.25) hour increments upon approval of the Department Director. Upon exhausting sick leave, an employee may use accrued vacation during periods of illness.

Section 15.6 Vacation leave requests of over thirty-two (32) hours should be submitted a minimum of two (2) weeks prior to taking vacation leave. A supervisor may deny a request for vacation leave usage because of work demands or may cancel vacation leave in case of an emergency unless the vacation leave is protected by the WPSL or other leave law. Any disputes regarding vacation leave usage may be informally taken to the Department Director, and their determination shall be final.

ARTICLE 16 - SICK AND OTHER LEAVES

Section 16.1 ACCUMULATION OF SICK LEAVE.

Section 16.1(a) Sick leave will be earned at a rate of one (1) day (eight (8) hours) per month. There is no limit on the number of hours that may be accrued.

Section 16.1(b) Covered employees working less than full-time shall receive the same sick leave benefits as other full-time employees except on a prorated basis calculated on all hours compensated per month.

Section 16.1(c) No employee shall, by this Agreement, lose any sick leave accrued prior to the effective date of this Agreement.

Section 16.1(d) Covered employees shall earn no sick leave in the event the employee is absent for a period longer than thirty (30) days, except as provided in Section 16.5(b), and when an employee is on paid leave under Section 16.6.

Section 16.2 USE OF SICK LEAVE.

Section 16.2(a) All full-time and regular part-time employees covered by this

Agreement shall be entitled to sick leave at the employee's regular rate of pay when they are incapacitated from the performance of their duties by reason of sickness or injury, or if due to exposure to contagious diseases, the employee would jeopardize the health of others at the workplace. An employee may use sick leave to care for a family member in the event of illness or injury as defined and in accordance with the requirements of state and federal law. Planned sick leave shall be requested in writing, which will not be unreasonably denied by the Employer. In order to receive compensation while absent on sick leave, the employee or someone on the employee's behalf, must notify the employee's immediate supervisor or Department Director prior to the absence. The Employer may require a written statement from a medical doctor to validate a claim for sick leave if the illness/injury exceeds three (3) consecutive work days or if abuse of sick leave is suspected.

Section 16.2(b) SICK LEAVE ON VACATION. Whenever an employee is utilizing paid vacation and becomes injured or ill during that period, the employee may charge such absence to their sick leave by sending prompt notice of sickness or injury to the Department Director. Remaining vacation shall then be deferred, and loss of that vacation time shall not occur. The Employer may require a written statement from a medical doctor to validate a claim for sick leave during a period of vacation.

Section 16.2(c) The Employer reserves the right to require a covered employee to submit to a physical examination by an Employer-approved physician at the Employer's expense.

Section 16.2(d) Employees may voluntarily donate their accrued sick leave in accordance with Employer Policy. Such donation of sick leave shall not be considered personal usage.

Section 16.3 SICK LEAVE PAYMENT UPON TERMINATION. Employees covered by the terms of this contract shall not accrue any sick leave for the purposes of payment upon termination.

Section 16.4 BEREAVEMENT LEAVE.

In the event of an immediate family member's death, the employee shall be granted a maximum of five (5) working days leave of absence. The first two (2) days shall be without loss of pay. The last three (3) days shall be charged against the employee's accrued sick leave. Additional bereavement leave beyond five (5) working days may be authorized by the City Manager.

Section 16.5 INDUSTRIAL ACCIDENT LEAVE.

Section 16.5(a) Any employee covered by this Agreement who sustains a job-related injury or illness while performing their regular job and is unable to return to work for more than three (3) days, may be granted leave under the Family Medical Leave Act (FMLA). While the employee is absent from work the employee will be paid available accrued leave. If the job-related injury/illness requires the employee to be absent from work for more than three (3) consecutive days, State Industrial Insurance (Worker's Compensation) will begin to pay time loss compensation. This compensation varies according to a set formula based on marital status and number of dependents.

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

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

Section 16.5(a)(1) Should the Department of Labor and Industries move to electronic payment of time loss funds, the voluntary "buy back" program will be re-evaluated.

Section 16.5(b) During the period of time which an employee is on a leave of absence resulting from an industrial injury sustained while in the course of employment or arising out of employment with the Employer, the employee shall accrue service credit for the purpose of promotions, wage tenure increases and fringe benefit increases. Upon completion of eighteen (18) months of employment, regular full-time and part-time employees on a leave of absence due to an industrial injury shall continue to receive all Employer paid Health, Welfare, and Insurance Benefits as a regular employee until the employee returns to their regular job assignment or has been declared by the State Industrial Board to be permanently disabled.

Section 16.6 LEAVE LAWS. The Employer and the Union recognize the applicability to this Agreement of all federal and state laws related to protected leave for employees to care for themselves and/or their families. This includes but is not limited to: Industrial Insurance, the Washington Paid Family & Medical Leave Act, the Federal Family and Medical Leave Act of 1993, the Americans with Disabilities Act, Washington Law Against Discrimination, Military

Leave requirements, etc. The Employer will comply fully with these Acts, and an employee may take leave as is provided by them and/or by this Agreement.

ARTICLE 17 - HOLIDAYS

Section 17.1 The following days shall be designated as legal holidays and shall be granted with no reduction in salary:

New Year's Day	Labor Day
Martin Luther King's Birthday	Thanksgiving Day
Presidents' Day	Day after Thanksgiving
Memorial Day	Christmas Day
Juneteenth	Employee Choice Days (6)
Independence Day	

The Employee Choice Days may be taken within a calendar year period only when a two (2) week written notice is presented to the Department Director. If the request is denied, a mutually agreeable date should be selected at that time.

An employee shall be able to take their Employee Choice Day hours as of January 1 of each year. A total of eligible hours shall be kept and if an employee used too many Employee Choice Hours as of December 31, they shall reimburse the Employer any applicable hours through vacation or other available benefit hours or days. If none, and upon termination, reimbursement shall be deducted from the employee's final paycheck.

> Section 17.1(a) Covered employees working less than full-time shall receive the same Employee Choice Days as other full-time employees except on a prorated basis calculated on an employee's full-time equivalency (FTE).

Section 17.2 An employee authorized by their supervisor in advance to work on a legal holiday shall receive one and one-half (1 ½) times the regular hourly rate of pay for the hours actually worked. Holiday pay shall be in addition to any pay for hours worked on a holiday.

Section 17.3 If any of the aforementioned holidays fall on Saturday, the holiday will be observed the preceding Friday. If the holiday falls on Sunday, the following Monday shall be considered the observed holiday. Whenever a legal holiday is observed on a day which is an employee's normal day off, the affected employee shall observe the holiday within thirty (30) calendar days following the date the holiday is actually observed by the Employer. Requests for holiday observance shall be in writing. If the Employer denies a request for a particular date, a mutually agreeable date should be selected at that time.

Section 17.4 In the event a holiday honored under this Agreement falls during an employee's vacation, such employee shall be granted the holiday and not be required to use vacation for the day for which the holiday is granted.

Section 17.5 The employee shall lose holiday pay for any unauthorized unreported absence immediately before or immediately after a holiday. An employee chosen to work on a paid holiday must work as requested on this day or they shall forfeit all holiday pay. The Employer shall endeavor to provide the employee with written notification one (1) week prior to scheduling such employee for holiday work.

Section 17.6 Covered employees working less than full-time shall receive holiday benefits on a pro-rata basis according to the FTE assigned to their position as of the day of the holiday.

ARTICLE 18 - OUTSIDE TRAINING PROGRAMS

Section 18.1 The Employer and any employee in the bargaining unit may, by mutual agreement, establish provisions by which such employee may enroll in an outside training program for the purpose of upgrading the employee's capacity to perform work of the Employer. Such provisions may include an agreement by the Employer to reimburse the employee for all or a portion of the cost of tuition involved in such training.

Section 18.2 Training periods may be conducted during and/or after regular working hours.

ARTICLE 19 - TECHNOLOGICAL CHANGES

Section 19.1 When the Employer makes such technological changes as it deems necessary, such as, but not limited to, the introduction of automated office machinery, it will notify the Union prior to such change and implementation and explain the nature and effect of such changes and job classifications affected.

Section 19.2 The Employer agrees to offer the new position(s) created by introduction of such technological changes to present employees who are displaced by such changes and who are qualified at the time of change-over to fill these positions before hiring from the outside market.

Section 19.3 The Employer agrees to institute a training program for those employees who are displaced by the introduction of such technological changes and who wish to accept employment in these automated positions. However, such employees must meet the reasonable and consistent requirements established by the Employer for such positions. Displaced persons shall receive first consideration for the positions. The Employer will determine at the end of a period of sixty (60) working days of such training whether an employee is qualified for a regular appointment to an automated position. Should any question arise regarding the employee's qualifications in this instance, the matter shall be subject to the Grievance Procedure.

ARTICLE 20 - LAYOFF-RECALL PROCEDURES

Section 20.1 LAYOFF PROCEDURE.

Section 20.1(a) No layoffs or reductions in staff shall occur when contract personnel are being utilized (for example, employees furnished by Kelly Services, Manpower, or similar agencies).

Section 20.1(b) In the event of a layoff or a reduction in staff, the Employer shall first notify the Union of the nature and extent thereof, then make such layoff or reduction in staff in the manner provided below.

Section 20.1(b)(1) The employee with the least amount of seniority within an affected classification as determined by the Employer shall be the first laid off. If the affected employee is not the least senior member of the bargaining unit, the Employer shall place the employee in a vacant job classification within the bargaining unit deemed appropriate by the Employer provided they can perform the job and possess any required certifications, or possess the basic skills to perform the job and obtain any required certification within one hundred and eighty (180) days of the employee's transfer into the new position. This process shall continue at the Employer's discretion until the least senior employee within the job classification is laid off.

Section 20.1(b)(2) Any covered employee of the Library who is laid off from work as a result of a layoff action will be given the opportunity to fill-in the hours of any part-time personnel in the Library; provided that, the required scheduling of temporary hours can still meet the needs of the Library.

Section 20.1(b)(3) Each affected employee shall be given at least ten (10) working days' written notice of a reduction in force or layoff and each employee shall give the Employer at least ten (10) working days' written notice prior to leaving City employment.

This shall not apply to dismissals for just cause carried out under the terms of this Agreement.

Section 20.1(b)(4) A reduction in the number of hours of work available to any employee shall not be the subject of any provisions in this layoff section unless such reduction results in an employee working less than twenty-five (25) hours per week. Any reduction of hours shall occur by seniority within the affected department.

Section 20.2 RECALL PROCEDURE.

Section 20.2(a) The Employer shall not hire from the open market to fill vacancies in the bargaining unit while qualified employees on the recall list are willing to be re-employed. The Human Resources Director shall place the names of the employees laid off on an eligibility list for recall. An employee shall remain active for one (1) year. Employees on this list shall receive the first offer of re-employment for vacancies in their previous job position.

Section 20.2(b) The last employee laid off from a job will be the first recalled subject to **ARTICLE 9 - SENIORITY**.

Section 20.2(c) The names on the recall list will be removed by Management in accordance with **ARTICLE 9 - SENIORITY**, Sections 9.3(b) and 9.3(c).

Section 20.2(d) An employee recalled and reinstated to their former position or to another comparable position shall receive the prevailing contractual rate.

Section 20.2(e) Any notice of reemployment to an employee who has been laid off shall be made by certified mail, return receipt requested. Any employee who fails to report for work within two (2) weeks from the date the employee receives written notice of the opening shall forfeit all reemployment rights.

ARTICLE 21 - CONTINUATION OF WORK AND LOCKOUTS

Section 21.1 The Union agrees that there shall be no strikes, work stoppage or work slowdown during the term of this Agreement.

Section 21.2 The Employer agrees that it shall not lock out its employees. In the case of a legal picket line established by another Union in a strike, the Employer shall not require members of the bargaining unit to cross the picket line or to perform work normally performed by these other employees. It is further understood and agreed that refusal by a bargaining unit employee to go through a legal picket line shall not constitute a violation of this Agreement, nor shall such refusal be cause for discharge or disciplinary action of any kind.

Section 21.3 The Union shall not cause or condone any work stoppage, slowdown, refusal to perform customarily assigned duties, and sick leave absences which are not bona fide during the term of this Agreement, and if any such occur, the Union agrees to take appropriate action to end such interference.

ARTICLE 22 - COMPENSATION SCHEDULE

Section 22.1 The Employer shall pay each full-time employee at least twice monthly.

Section 22.2 If a designated payday falls on a Saturday, Sunday or holiday, the paycheck for that payday shall be ready for each employee on the preceding business day.

Section 22.3 Any errors in any employee’s pay shall be corrected on the next semi-monthly paycheck, provided said error(s) are 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.

ARTICLE 23 - WAGE SCHEDULE

Section 23.1 Effective January 1, 2023, employees' pay rates and the wage schedule for the bargaining unit shown in Appendix "A" shall be increased by a market-based percentage which varies by position, and an additional four percent (4%) Cost of Living Adjustment (COLA).

Effective January 1, 2024, employees' pay rates and the wage schedule for the bargaining unit shown in Appendix "A" shall be increased by the same COLA percentage authorized for Non-Represented employees in the Pay Resolution for the 2024 fiscal year, or two-point-five percent (2.5%), whichever is greater.

Effective January 1, 2025, employees' pay rates and the wage schedule for the bargaining unit shown in Appendix "A" shall be increased by the same COLA percentage authorized for Non-Represented employees in the Pay Resolution for the 2025 fiscal year, or two-point-five percent (2.5%), whichever is greater.

Section 23.2 Bargaining unit employees shall receive an additional fifty dollars ($50) per month so long as they are responsible for the tagging of the residences of delinquent customers.

Section 23.3 The following positions shall receive an allowance of $150 for the replacement of one (1) pair of work shoes per calendar year: Senior Meter Reader, HHCC Office Manager, and HHCC Facilities Assistant.

Section 23.4 Regular employees approved to use a personal vehicle for Employer business shall be compensated at the prevailing Employer (IRS) rate.

Section 23.5 A premium of one dollar ($1.00) per hour shall be paid to all employees for hours worked between 7:00 p.m. and 7:00 a.m. of any working day when the hours worked fall outside of the employee's regular work hours and the employee is not working on a callout or overtime basis. This does not apply to employees of the Library/HHCC.

Section 23.6 WORK IN A HIGHER PAY CLASSIFICATION. An Employee who is temporarily assigned, in writing by his/her Department Director or designee, to perform work in a higher pay classification shall receive the starting pay level of such classification for all time so assigned: provided however, that in order to receive such higher pay, the employee must have been assigned to and have adequately performed the essential duties and responsibilities of the higher classification for a period of five (5) or more consecutive days. The referenced five (5) days shall relate to consecutive workdays for each separate and specific instance or work project. If the starting pay level of the higher pay position is lower than the employee's pay level in his/her regular position, the employee shall be compensated at the higher classification's next pay level above the employee's regular pay level.

ARTICLE 24 - JURY DUTY AND WITNESS PAY

Section 24.1 The Employer shall grant a leave of absence with pay to any employee for any of the following reasons:

(a) To serve on a Federal, Superior, Municipal or District Court jury.

(b) To serve as a witness in Federal, Superior, Municipal or District Court in a civil or criminal case involving the Employer or in connection with the employee's official duties.

Section 24.2 Pay during the above types of leave shall be at the employee's regular straight-time salary less any amount received by the employee as compensation for the jury or witness duty performed.

ARTICLE 25 - CLOTHING

The Employer shall pay for the cost of all equipment and clothing required for a particular job if the equipment and clothing is required, unique, and peculiar to that job. The Employer and the Union agree that footwear should be provided to the Code Enforcement and Animal Control Officers; the footwear will be selected by the Employer as part of the officers' uniforms. Although the equipment or clothing shall be issued to the affected employees, ownership shall remain with the Employer, and the employee shall return the equipment or clothing to the Employer upon separation from service. Use of Employer-purchased equipment and clothing should be confined to on-duty hours; provided, however, an employee may wear Employer-purchased clothing while in transit directly to and from work.

ARTICLE 26 - HEALTH, WELFARE, AND INSURANCE

Section 26.1 The Employer agrees to continue pre-existing benefits applicable to the employees of the coverage group according to the enrollment requirements in each of the respective policy contracts. The Employer will provide qualifying bargaining unit members with health insurance coverage under the same insurance plan provided non-represented City 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 Employer retains the right to select the carriers for any and all of the following coverages, provided employee benefits are not materially reduced. Any future change in insurance carriers or plans which will result in a material change of benefits will be negotiated prior to implementation.

Section 26.2 Part-time employees shall be eligible for enrollment in the Employer's insurance group coverage program, provided they work a minimum of twenty-five (25) hours per week, and such employees who meet the enrollment requirements and who work a minimum of twenty-five (25) hours per week shall be provided $25,000 life insurance through the Employer's Group Life Insurance Program.

> Section 26.2(a) Regular part-time employees who work less than twenty-five (25) hours per week are ineligible for the health insurance benefits provided in this Agreement; they shall receive two-hundred dollars ($200.00) differential per month.

Section 26.3 Claims shall be made and processed under normal insurance company procedures.

Section 26.4 The Employer agrees to provide dental and vision insurance benefits for each regular full-time employee and their dependents.

Such dental benefits shall be provided through a group coverage dental plan. The Employer agrees to pay for such dental and vision insurance coverage, subject to the same Employer cost limitations and employee deduction provisions set forth in Section 26.1 above.

Covered part-time employees shall be eligible for enrollment in said plan provided a minimum of twenty-five (25) hours are worked per week.

Section 26.5 If the Patient Protection and Affordable Care Act materially affects insurance benefits and/or premium amounts provided by this Article, the Employer and the Union shall meet to negotiate the impact(s) of such insurance benefits and premiums so affected.

Section 26.6 Full-time and part-time employees who work a minimum of twenty (20) hours per week, may participate in the Flexible Spending Accounts (FSA's) offered by the Employer for Medical and Daycare expenses.

ARTICLE 27 - RETIREMENT PLAN

Section 27.1 Employees shall be covered by the Public Employees Retirement System (PERS) or its successor as hereinafter provided based on full salary contributions matched by the Employer at the rate established by state statutes.

Section 27.2 An employee may also participate in any voluntary deferred compensation plan made available by the Employer.

ARTICLE 28 - LABOR MANAGEMENT COMMITTEE

The Employer and the Union will establish a single joint Labor/Management Committee, which will meet at least every four (4) months, and will be scheduled so as to minimize the interruption to the Employer's operations to the extent possible. The purpose of the Committee is to foster improved communication between the Employer and the employees. The function of the committee will be advisory. Except as otherwise agreed by the parties, the committee shall include three (3) bargaining unit members and one (1) Union Staff Representative or Business Agent, and not more than four (4) management representatives. Any member of the committee may recommend issues to be discussed. Topics for the agenda will be shared at least one (1) week before the meeting. Employee Committee members and any mutually agreed upon employee will be paid when they attend Labor/Management Committee Meetings during their scheduled work time.

ARTICLE 29 - CONFLICT OF CONTRACT WITH RESOLUTIONS OR ORDINANCES

The parties agree that the intention of this Agreement shall be consistent with the personnel-related resolutions and City of Ellensburg ordinances, and where it is found that provisions of this Agreement are in conflict, that the language of this Agreement shall prevail as to the employees covered thereunder.

ARTICLE 30 - CIVIL SERVICE RULES AND REGULATIONS

The Employer shall notify the Union, and provide a copy, of any changes to the Civil Service Rules and Regulations as they relate to bargaining unit employees.

ARTICLE 31 - DEFINITIONS

Section 31.1. The following definitions are applicable in the interpretation and administration of the specific provisions of this Agreement.

Section 31.1(a) FULL-TIME EMPLOYEE. Any employee covered by this Agreement who is scheduled to work a full forty (40) hours per week.

Section 31.1(b) REGULAR PART-TIME EMPLOYEE. Any employee covered by this Agreement who is scheduled to work twenty (20) or more hours but less than forty (40) hours per week.

Section 31.1(b)(1) For the Library/HHCC: any employee covered by this agreement who is scheduled to work ten (10) hours or more hours but less than forty (40) hours per week.

Section 31.1(c) TRIAL PERIOD EMPLOYEE. Any employee who is serving an initial trial period in a budgeted position, including transferred employees. During the designated term, the employee must satisfactorily demonstrate the knowledge, skill, and ability to perform the required duties of the position.

Section 31.1(d) TEMPORARY EMPLOYEE. Any employee who is employed by the

Employer for less than four (4) months.

Section 31.1(e) IMMEDIATE FAMILY. Includes the following: spouse; Washington State Domestic Partnership; 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.

Section 31.1(f) DIVISION. Specialized areas within a department. For example, in the Public Works and Utilities Department, there are several divisions: Light, Gas, GIS, Administrative; in Parks and Recreation there are different facilities: Pool, Youth Center, Adult Activity Center.

Section 31.1(g) HIGHER CLASSIFICATION. Higher classification is typically identified by one or more of the following: a higher wage scale, more advanced minimum qualifications (education, specialized training, work history, and other pertinent knowledge, skills, and abilities), a higher level of responsibility.

ARTICLE 32 - DURATION

Section 32.1 This Agreement shall be in effect from January 1, 2023 through December 31, 2025. In order to re-open negotiations for succeeding years, either party may give notice of intent not more than one-hundred and twenty (120) nor less than ninety (90) days prior to December 31, 2025.

Section 32.2 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. Any changes or amendments to this Agreement shall be in writing and duly executed by the parties hereto.

ARTICLE 33 - SEPARABILITY CLAUSE

In the event that any provision of this Agreement shall be determined to be illegal or in violation of any Federal or State law or regulation, whether by judicial or administrative determination, that portion of the contract shall be deemed excised from this Agreement and all other positions, unless dependent upon the excised portion, shall remain in full force and effect. The parties shall immediately enter into negotiations for the purpose of achieving replacement language for the excised portion.

ARTICLE 34 - EMBODIMENT

The Employer and the Union acknowledge that each party has had ample opportunity to submit proposals and negotiate over wages, hours and working conditions and any subject matter not removed from the collective bargaining process by law. The parties further agree that negotiations will not be reopened on any item during the life of this Agreement except as otherwise provided herein or by mutual consent.

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EXECUTED in Ellensburg, Washington this 5th day of June, 2023.

OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL NO. 8, AFL-CIO	CITY OF ELLENSBURG
By ________ Angie Wedekind, Union Representative	By ________ Nancy Lillquist, Mayor
By ________ Suzanne Mode, Business Manager	By ________ Heidi Behrends Cerniwey, City Manager
By ________ Brandon Ambrose, Bargaining Committee	ATTEST
By ________ Shannon Johnson, Bargaining Committee	By ________ City Clerk
By ________ Renee Moore, Bargaining Committee	Approved as to Form
By ________ Regina Tipton Llamas, Bargaining Committee	By ________ Terry Weiner, City Attorney
By ________ Pyper Stever, Bargaining Committee	

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APPENDIX "A" WAGES
CITY OF ELLENSBURG

01/01/2023 – Market based adjustment + create steps

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	*2022 Rate*
Account Clerk I/RPZ	2,980	3,166	3,353	3,539	3,725	*3,673*
Account Clerk II	3,530	3,750	3,971	4,191	4,412	*4,069*
Accounting Specialist	4,353	4,625	4,897	5,169	5,441	*4,824*
Adult Activity Center Coordinator	4,190	4,451	4,713	4,975	5,237	*4,822*
Animal Control Officer	3,662	3,891	4,120	4,349	4,578	*4,222*
Associate Planner	4,420	4,696	4,973	5,249	5,525	*5,448*
Billing Specialist	4,353	4,625	4,897	5,169	5,441	*4,336*
Code Enforcement Officer	3,662	3,891	4,120	4,349	4,578	*4,053*
PW Development Supervisor	5,696	6,052	6,408	6,764	7,120	*7,020*
Engineering Specialist I	5,397	5,735	6,072	6,409	6,747	*n/a**
Engineering Specialist II	5,710	6,067	6,424	6,781	7,138	*n/a**
Engineering Tech I	4,250	4,516	4,782	5,047	5,313	*n/a**
Engineering Tech II	4,434	4,712	4,989	5,266	5,543	*n/a**
Engineering Tech III	5,084	5,402	5,720	6,037	6,355	*n/a**
GIS Specialist	4,369	4,642	4,915	5,188	5,461	*5,385*
GIS Supervisor	5,696	6,052	6,408	6,764	7,120	*6,415*
HHCC Facilities Assistant	2,731	2,902	3,073	3,243	3,414	*3,032*
HHCC Office Manager	3,697	3,928	4,159	4,390	4,621	*4,104*
LE Records Clerk	3,745	3,979	4,213	4,447	4,681	*3,782*
Library Assistant	2,731	2,902	3,073	3,243	3,414	*3,032*
Library Associate	3,697	3,928	4,159	4,390	4,621	*4,104*
Library Office Specialist	3,312	3,519	3,726	3,933	4,140	*3,677*
Library Specialist	3,186	3,386	3,585	3,784	3,983	*3,537*
Parks & Rec Office Assistant	3,474	3,691	3,908	4,125	4,342	*4,004*
Payroll & Accounting Specialist	4,531	4,814	5,098	5,381	5,664	*5,224*
Payroll/Benefits Technician	3,762	3,997	4,232	4,467	4,702	*4,336*
Permit Technician	3,990	4,239	4,488	4,738	4,987	*4,917*
Planner	5,166	5,489	5,812	6,135	6,458	*5,956*
Planning Technician	3,990	4,239	4,488	4,738	4,987	*4,917*
PW Admin Assistant	3,798	4,035	4,272	4,510	4,747	*4,681*
Senior Meter Reader	3,880	4,123	4,365	4,608	4,850	*4,782*
Senior Planner	5,609	5,959	6,310	6,660	7,011	*6,466*
Stormwater Tech/Urban Horticulturist	5,084	5,402	5,720	6,037	6,355	*6,136*
Youth Center/Athletic Program Coord	4,775	5,074	5,372	5,671	5,969	*5,164*

** The Engineering Techs and Specialists were specified by division previously; this combines them all into one pay scale per title for consistency.*

SPECIAL PROVISION: Employees of the Police Department Records Division who were employed on January 1, 2023 will receive a one-time signing bonus of $300.

APPENDIX "A" WAGES
CITY OF ELLENSBURG

01/01/2023 – COLA (4%)

Classification	Step 1	Step 2	Step 3	Step 4	Step 5
Account Clerk I/RPZ	3,099	3,293	3,487	3,680	3,874
Account Clerk II	3,670	3,900	4,129	4,359	4,588
Accounting Specialist	4,527	4,810	5,093	5,376	5,659
Adult Activity Center Coordinator	4,357	4,629	4,901	5,174	5,446
Animal Control Officer	3,809	4,047	4,285	4,523	4,761
Associate Planner	4,597	4,884	5,171	5,459	5,746
Billing Specialist	4,527	4,810	5,093	5,376	5,659
Code Enforcement Officer	3,809	4,047	4,285	4,523	4,761
PW Development Supervisor	5,924	6,294	6,665	7,035	7,405
Engineering Specialist I	5,614	5,964	6,315	6,666	7,017
Engineering Specialist II	5,939	6,310	6,682	7,053	7,424
Engineering Tech I	4,421	4,697	4,973	5,250	5,526
Engineering Tech II	4,612	4,900	5,189	5,477	5,765
Engineering Tech III	5,287	5,618	5,948	6,279	6,609
GIS Specialist	4,543	4,827	5,111	5,395	5,679
GIS Supervisor	5,924	6,294	6,665	7,035	7,405
HHCC Facilities Assistant	2,841	3,018	3,196	3,373	3,551
HHCC Office Manager	3,845	4,085	4,325	4,566	4,806
LE Records Clerk	3,894	4,138	4,381	4,625	4,868
Library Assistant	2,841	3,018	3,196	3,373	3,551
Library Associate	3,845	4,085	4,325	4,566	4,806
Library Office Specialist	3,445	3,660	3,875	4,091	4,306
Library Specialist	3,314	3,521	3,728	3,935	4,142
Parks & Rec Office Assistant	3,613	3,839	4,064	4,290	4,516
Payroll & Accounting Specialist	4,713	5,007	5,302	5,596	5,891
Payroll/Benefits Technician	3,912	4,157	4,401	4,646	4,890
Permit Technician	4,149	4,408	4,667	4,927	5,186
Planner	5,373	5,709	6,044	6,380	6,716
Planning Technician	4,149	4,408	4,667	4,927	5,186
PW Admin Assistant	3,950	4,196	4,443	4,690	4,937
Senior Meter Reader	4,035	4,287	4,540	4,792	5,044
Senior Planner	5,833	6,197	6,562	6,926	7,291
Stormwater Tech/Urban Horticulturist	5,287	5,618	5,948	6,279	6,609
Youth Center/Athletic Program Coord	4,966	5,277	5,587	5,898	6,208

2024 – COLA will match what is approved in the 2024 annual Pay Resolution for Non-Represented employees, with a minimum of 2.5%.

2025 – COLA will match what is approved in the 2025 annual Pay Resolution for Non-Represented employees, with a minimum of 2.5%.

Agenda #5.G

Meeting Date: June 5, 2023
City of Ellensburg
City Council Agenda Report

Agenda Subject:	Bid Call 2023-04 - Main Street / Wildcat Way Overlay & CBD Slurry Seal Project
Submitted by:	Dustin Davison, Assistant City Clerk
Department:	City Clerk

Suggested Motion/Action:
Award bid call 2023-04, including all bid Schedules A through E and Bid Additive #1, to Central Paving, LLC, the lowest responsive and responsible bidder in the amount of $1,366,349.28.

Background/Summary:
Bids were received on Thursday, May 18th, 2023 for the above-mentioned project. Central Paving, LLC was the lowest responsive and responsible bidder in the amount of $1,366,349.28. Council is being requested to award the bid to Central Paving, LLC.

The project includes a grind and overlay of Main St from 3rd Ave to University Way and Wildcat Way from University Way to 18th Ave with pavement markings; the completion of curb ramp upgrades along Main St and Wildcat Way between the same cross streets; and a slurry seal and pavement markings for the Central Business District (CBD). The project will also include frontage improvements at the Ellensburg Pasta Co. and Bruce's Place.

The City of Ellensburg was successful in securing funding for the Main Street Grind and Overlay portion through an Arterial Preservation Program award from the Washington State Transportation Improvement Board (TIB).

The project was bid with two bid schedules:

- Schedule "A": Main Street Grind and Overlay improvements include the grinding of existing pavement, overlaying with two inches of asphalt and pavement markings.
- Schedule "B": Main Street Curb Ramp Replacement will update six curb ramps between 3rd and University.
- Schedule "C": Wildcat Way Grind and Overlay improvements comprises of full depth pavement repair between 9th and 10th, grinding of existing pavement, overlaying with two inches of asphalt and pavement markings
- Schedule "D": Wildcat Way Curb Ramp Replacement updates 13 curb ramps and adds a driveway to the CWU Lot off Wildcat Way and 18th.
- Schedule "E": CBD Slurry Seal provides a heavy duty asphalt preservation product and fresh parking stalls.

- Bid Additive #1 (“BA #1”): Ellensburg Pasta Co. and Bruce’s Place Sidewalk Rehabilitation will update the frontage with new sidewalk and street trees.

City staff designed, prepared bid specifications, and will provide construction contract administration for this project, Bid Call 2023-04.

Previous Council Action:
At its January 3rd, 2023 Regular Council Meeting, Council approved resolution 2023-02 to amend the City of Ellensburg’s Six-Year Transportation Improvement plan for the years 2023-2028 to include the secured 2022 TIB Arterial Preservation Program funds awarded for the Main Street Overlay – 3rd Ave to University Way.

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

Central Paving, LLC.:	$1,366,349.28
Granite Construction Company:	$1,548,023.92
American Rock Products:	$1,770,408.92
Engineer’s Estimate:	*$1,567,620.50*

The low bid submitted by Central Paving, LLC. is below the engineer’s estimate.

Financial Impact:
The total project is estimated to cost $1,366,349.28. Adequate funding for all schedules and the bid additive are included in the 2023/2024 Biennial Budget. TIB has authorized $259,979.00 from its Arterial Preservation Program. Sales Tax was budgeted to be transferred to the Arterial Street budget and will will fund roughly $695,000.00 of the project, with the Arterial Street budget covering the remaining estimated $411,370.28.

Attachments:
None

Agenda #5.H

Meeting Date: June 5, 2023
City of Ellensburg
City Council Agenda Report

Agenda Subject:	Employment Agreement with Daniel J. Carlson for Community Development Director
Submitted by:	Dustin Davison, Assistant City Clerk
Department:	City Clerk

Suggested Motion/Action:
Authorize the City Manager to sign the employment agreement with Daniel J. Carlson outlining terms as the City's Community Development Department Director.

Background/Summary:
The City has an open Community Development Director position, vacated by the previous incumbent in March 2023. The recruitment announcement was posted to the public to solicit applications. Daniel (Dan) Carlson was recommended for appointment by three interview panels of customers, colleagues, and City leadership.

Dan has nearly 20 years of professional public sector planning and leadership experience in Idaho and Washington states. He served as Kittitas County's Community Development Director for the past six years. He holds a BA from Eastern Washington University in urban planning and is AICP certified.

Previous Council Action:
The City Manager has hiring authority for all employees. Agreements that exceed purchasing authority must be approved by Council.

Analysis:

Financial Impact:
The compensation proposed in the agreement is aligned with the pay plan for the position and the department has sufficient budget authority.

Attachments:
1. Employment Agreement Dan Carlson 06-05-2023

CITY OF ELLENSBURG EMPLOYMENT AGREEMENT
Daniel J. Carlson – Community Development Department Director

THIS AGREEMENT is entered into by and between the CITY OF ELLENSBURG, a municipal corporation, hereinafter referred to as "City", and Daniel J. Carlson, hereinafter referred to as "Employee", and is effective this 5th day of June 2023.

WHEREAS, the City desires to employ the services of the Employee as the Community Development Department Director for the City of Ellensburg to perform the duties provided by Ellensburg City Code, the Revised Code of Washington, and such other duties as may be directed by the City Manager; and

WHEREAS, it is the desire of the City to secure and retain the services of the Employee and provide inducement for Employee to remain in such employment and ensure Employee's peace of mind consistent with City policies and the terms of this Agreement, while promoting high standards for ethical behavior; and

WHEREAS, the Employee desires to accept employment as the Community Development Department Director for the City of Ellensburg, Washington;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the City and Employee agree as follows:

Section 1. Commencement of Employment. The City hereby agrees to employ Employee as the Community Development Department Director, and Employee hereby agrees to accept employment in accordance with the terms and provisions of this Agreement hereinafter set forth. Employee agrees to commence employment with the City as Community Development Department Director on June 1, 2023.

Section 2. **Duties.** Employee shall perform in good faith all duties and responsibilities of the Community Development Director as set forth in the job description (attachment "A"), as may be amended from time to time, the City's Personnel Policies Manual as currently enacted or hereafter amended, and other duties as may be assigned from time to time by the City Manager. Employee shall devote their full time, energies, interests, and abilities to the performance of the duties and responsibilities of their position and shall not engage in any activities that conflict with or interfere with the performance of this Agreement.

Section 3. Term.

A. Employee shall be employed for an indefinite term and shall serve at the pleasure of the City Manager. Employee shall be considered an "at-will" employee of the City.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the City's right to terminate this Agreement, with or without cause, at any time, subject only to the severance provisions set forth in Section 7(D) of this Agreement, applicable federal, state and local laws, and the City's Personnel Policies Manual. To the extent there is any conflict between the language of this Agreement and the Manual, the language of this Agreement shall control.

Section 4. Salary – Performance Review. The starting salary for Employee shall be a monthly salary, based on Step 4 of the Employer's Salary Schedule for non-represented employees, of Eleven Thousand, Two Hundred and Seventy-one Dollars and no cents

($11,271.00), which salary shall be paid in accordance with the normal and usual procedure for payment of wages to employees. Employee shall be entitled to receive a step increase after successful completion of the six-month trial period which begins June 1, 2023.

Employee shall be entitled to annual cost-of-living increases, if any, based on the City's annual Pay Plan resolution.

Section 5. Hours of Work. The Employee is a confidential exempt employee for purposes of the Federal Fair Labor Standards Act and Washington State Minimum Wage Act, and as such shall not work a fixed forty hour per week schedule. Employee's schedule of work each day and week shall vary in accordance with the work required to be performed including such time as may be necessary outside normal business hours. The Employee shall generally work at the Ellensburg City Hall during regular business hours of the Employer. The Employee may be required to attend meetings of the Ellensburg City Council and such other City Boards and Commissions, and staff meetings as requested by the City Manager, or as required by the duties of the position.

Section 6. Benefits. The following benefits shall be provided to Employee:

A. Leave Benefits. Employee shall earn and accrue personal time off (PTO), Exempt Leave, Employee Choice Leave and Holidays as provided for employees of the City in accordance with the Personnel Policies Manual. For the purpose of determining PTO accrual rate only, Employee will be given credit for ten years of service, equating to a rate of 17 hours per month.

B. Insurance Benefits. The Employee will receive medical and dental insurance benefits as provided for employees of the City in accordance with the Personnel Policies Manual.

C. Retirement and Deferred Compensation. Employee is eligible for PERS Retirement, HRA-VEBA, or Deferred Compensation pursuant to City policy.

D. Work related expenses. Employee shall be reimbursed for work-related expenses the same as other employees as provided by the City's Personnel Policies Manual. City shall provide and pay for a cell phone (or cell phone allowance) and a laptop computer for business use only.

E. Training and Professional Certification. City shall pay the costs of Employee's membership in the American Planning Association (ACCIS). City shall provide funding for Employee to attend a state conference annually. Other costs of professional or required training shall be paid by the City as approved by the City Manager.

Section 7. Termination, Resignation and Severance Pay.

A. By City. It is recognized by Employee that this Agreement is a contract for personal services, and Employee acknowledges and agrees that the City may terminate Employee for any reason at any time, with or without cause. Nothing in this Agreement shall be construed other than an at-will employment relationship between the City and the Employee, and the Employee expressly acknowledges that no contrary representations have been made by the Employer.

B. By Employee. In the event Employee shall resign employment with the City, Employee agrees that they shall provide the City not less than thirty (30) days' prior written notice of the effective date of such resignation in order to afford the City a reasonable opportunity to find a replacement for Employee. The City Manager may in their sole discretion waive or reduce this notice requirement.

C. The following reasons shall constitute grounds to terminate this Agreement with Cause and without payment of the severance provided in subparagraph D of this section:

1. A breach of this Agreement;

2. The commission of any willful or negligent act that results in financial or reputational harm to the City;

3. Failure to follow any lawful directive of the City Manager or failure to perform Employee's duties under this Agreement provided that Employee has been given notice and an opportunity to cure an alleged failure to perform any duties that are not emergency-related within a 30-day cure period; or

4. Misconduct, which includes but is not limited to criminal misbehavior, abuse of public office, or other gross misconduct, deceit, embezzlement, theft of funds or property, assault, any form of racial, sexual or other harassment prohibited by state or federal law, and any other form of misconduct set forth in the Personnel Policies Manual.

D. In the event Employee is terminated by the City without Cause, the City shall pay Employee a lump sum cash payment equal to two (2) months' pay of the Employee's base salary as severance provided that payment of severance is conditioned on Employee signing and not revoking a separation agreement and comprehensive release of claims in a form and substance acceptable to the City. All payments made to Employee under this subsection are subject to the customary and usual payroll deductions.

E. The City agrees to pay Employee any unused PTO leave consistent with the City's Personnel Policies Manual upon any voluntary or involuntary separation. Employee agrees to immediately return to City all City property of any kind which may be in Employee's possession.

Section 8. General Provisions.

A. This Agreement constitutes the entire agreement between the parties, and both parties acknowledge that there are no other agreements, oral or otherwise.

B. The parties hereby further agree that this Agreement cannot be amended or modified without the written agreement of both parties; provided, however, that nothing herein shall be interpreted to limit or prohibit the City from amending personnel or adopting other policies and ordinances otherwise establishing standards for the Employee's performance. In the event of conflict between such rules and this Agreement, this Agreement shall control.

C. If any provision of this Agreement is held to be unconstitutional or otherwise invalid for any reason or should any portion of this Agreement be preempted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of the Agreement or its application.

D. Notice. Any written notices required to be given by the City to Employee, or by Employee to the City, shall be delivered to the following parties at the following addresses:

1. City of Ellensburg
City Manager's Office
501 N Anderson Street
Ellensburg, WA 98501

2. Daniel J. Carlson
Home Address in Employee File

Any notices may be either delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth above. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.

E. Each of the provisions of this Agreement has been reviewed and negotiated by the Employee and Employer and represents the combined work product of the parties. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and executed as of this 5th day of June, 2023.

CITY OF ELLENSBURG	EMPLOYEE
______________________________	______________________________
Heidi Behrends Cerniwey, City Manager	Daniel J. Carlson

Attest:

____
Beth Leader, City Clerk

Approved as to form:

____
Terry Weiner, City Attorney

CITY OF ELLENSBURG
COMMUNITY DEVELOPMENT DEPARTMENT

DIRECTOR OF COMMUNITY DEVELOPMENT

REPORTS TO: CITY MANAGER

MISSION:
Provide administrative oversight, technical guidance, professional leadership, positive community relations, and accountability for ensuring all Community Development projects and program requirements are accomplished to the highest possible ethical standard and quality to serve the public interest.

SUMMARY:
Perform various administrative, supervisory, and professional tasks. Ensure municipal and public interests and responsibilities in the area of land use, residential and commercial development, building inspection, affordable housing, and economic development are planned, protected, and fulfilled. Ensure compliance with local, state, and federal regulations and goals through updated long-range planning efforts and oversight of code enforcement. Administer expenditures from the Affordable Housing Fund. Provide supervision of staff to achieve department goals.

ESSENTIAL DUTIES AND RESPONSIBILITIES:
All of the following are to be performed while adhering to City of Ellensburg operational policies, safety rules, and procedures. This position requires regular and consistent attendance to accomplish the following essential functions:

Perform analysis and take appropriate action to implement policies by collecting and analyzing department data and information; identify and quantify problems, formulate potential solutions and prepare cost analysis of options.

Provide professional advice and support to City Manager and City Council; develop and deliver presentations, agenda reports, ordinances, and resolutions.

Manage financial resources by developing and appropriately administering long range and annual department budget; monitor revenues and expenditures; take appropriate action with unexpected project adjustments; ensure integrity of systems which collect or expend funds; prepare and implement long range capital plans, six-year and annual capital budgets relative to plans; ensure appropriate maintenance and legal use of City property and equipment.

Manage staff resources; achieve department goals in an efficient and collaborative manner; develop department work program with assistance of staff; facilitate cooperative integration of department program into city-wide work program; assign staff to work within resources and ensure timely work completion; develop and maintain accurate department job descriptions; supervise performance, provide adequate training, coaching, and informative performance evaluations; administer discipline as necessary; assist in labor negotiations.

Represent the City in a positive manner when working with outside agencies, groups, and citizens; meet with colleagues from the community, including businesses and other government entities, to encourage cooperative problem solving and creative approaches to problems; ensure quality customer service and work with citizens and citizen groups to resolve problems; deliver speeches and/or presentations representing the City as assigned; provide information to the media when appropriate.

Provide direction to employees assigned to staffing City boards and commissions , including: preparation of agendas, materials, research, or options as requested by boards/commissions; operating within the responsibilities set by Council, ensure open public meetings that are professional and compliant with the Open Public Meetings Act; assist in problem solving by helping frame issues and by providing optional solutions and strengths/weaknesses of potential solutions; ensure appropriate, timely minutes and recommendations to Council.

Oversee staff in facilitating pre-development reviews and respond to applicants; interpret and enforce zoning and subdivision ordinances; provide land use analysis as requested by City Departments; direct City's Growth Management Act activities; supervise the building inspection function; serve as SEPA responsible official for the City.

Prepare grant applications and administer successful grants; develop RFP's, hire consultants and direct consultant activities; track and analyze state and federal legislation, regulations, etc., evaluate impact and make recommendations to the City Manager; collaborate with the fire marshal and provide direction and advice to plan review and inspection staff in the department on questions or disputes involving building and construction issues; coordinate with City Attorney in creation of ordinances, processing of citations and related legal matters associated with enforcement of the building and related construction codes; provide administrative oversight and general support to the City's Hearing Examiner.

Other duties may be assigned.
This is a representative sample--not to imply a complete listing of responsibilities and tasks.

SUPERVISORY RESPONSIBILITIES:
Directly supervise employees in the Community Development department in accordance with the organization's policies and applicable laws. Responsibilities include hiring, onboarding, and training employees; planning, assigning, and directing work; coaching and evaluating performance; succession planning; providing commendations and working with HR to administer discipline when needed; addressing complaints and resolving problems; and ensuring cross-departmental cooperation for excellent internal and external customer service.

QUALIFICATION REQUIREMENTS:
To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE:

- Bachelor's degree in Planning, Geography, Construction Management, Business Administration, Public Administration, or other related field.
- Five (5) years of progressively responsible experience performing related duties in planning, community development, housing and/or redevelopment.
- Three (3) years of management responsibility.
- An equivalent combination of education and experience may be considered.

NECESSARY KNOWLEDGE, SKILLS, AND ABILITIES:

(A) Thorough knowledge of zoning laws and comprehensive plans including their formation, process of adoption, and enforcement; extensive knowledge of planning programs and processes; proficient knowledge of modern technology used in community development, including GIS applications.

(B) Skill in the operation of the listed tools and equipment; routinely deals with confidential matters of high sensitivity. Dissemination of confidential information requires judgment and extensive knowledge of city policies and procedures and state/federal laws. Must be fiscally responsible.

(C) Ability to communicate in a clear, concise manner orally and in writing; ability to establish courteous and cooperative working relationships with City Council and staff, architects, contractors, developers, outside agencies, and the general public; ability to prepare and analyze comprehensive and technical reports and data.

(D) Ability to read, analyze, and interpret complex documents and financial reports. Ability to respond effectively to sensitive inquiries or complaints. Ability to write reports and articles using original or innovative techniques or style. Ability to deliver clear and concise explanations and/or presentations on controversial or complex topics to City Council, management, employees, outside agencies, community groups, developers/contractors, and individuals in a manner appropriate for the intended audience.

(E) Ability to understand and utilize basic math skills and apply basic to advanced mathematical concepts of algebra, geometry, and statistics; must be able to accurately manage a department budget.

TOOLS AND EQUIPMENT USED:
Computer, tablet, smartphone, printer/copier/scanner, Microsoft Office 365 Suite, various software programs and applications; motor vehicle; calculator; multi-line phone system.

CERTIFICATIONS, LICENSES, AND REGISTRATIONS:
- Valid Washington State Driver's License with insurable driving record
- First Aid/CPR/AED

PREFERRED QUALIFICATIONS:
- Previous experience in City or County community development department
- Master's Degree in a related field
- AICP Certification
- Bilingual English/Spanish
- ICC Certifications

PHYSICAL DEMANDS:
The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to be in a stationary position when performing office work and position self at different levels to access office equipment and supplies. On occasion, the employee may be required to work outside and move about uneven terrain and under adverse weather conditions. The employee is frequently required to communicate accurate information with members of the public, co-workers, and outside agencies. The employee is frequently required to use tools and equipment previously listed.

The employee must frequently move and/or transport up to 25 pounds and occasionally move and/or transport more than 50 pounds. All safety policies and procedures must be followed, including the use of PPE when necessary.

WORK ENVIRONMENT:
The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The majority of duties are performed in an indoor office; however, the employee will occasionally perform work outdoors with potential exposure to temperatures extremes, wet and/or humid conditions, as well as gusty wind. The employee occasionally works near moving mechanical parts and in high, precarious places and is occasionally exposed to fumes or airborne particles, toxic or caustic chemicals, risk of electrical shock, and vibration.

The noise level in the work environment is usually moderate but could occasionally be loud in the field.

KEY RELATIONSHIPS:
The key relationships described here are representative of those an employee encounters while performing the essential functions of this job.

While performing the duties of this job the employee will communicate, solve problems, and negotiate solutions within policy guidelines with the City Manager, City Council, land use applicants, various Boards, Commissions, and special interest groups, staff from federal, state, and local agencies, school district and CWU staff, and the general public. Contact will be made in writing, by telephone, and/or in person.

Date of Action: 10/1998	Effective Date: 10/1998	SIGNATURES	DATE
Department: Comm. Dev	Date(s) amended: 11/2014; 04/2022; 04/2023		
Division: Administrative		Department Director:	
FLSA Class: Exempt		HR Director:	
Union: Non-Union		City Manager:	
Pay Grade: 39		Employee*:	

* To be signed by the employee upon hire and when any substantive changes are made.

NOTICE: The above job profile does not include all essential and nonessential duties of this job. All employees with disabilities are encouraged to contact the Human Resources Department to review and discuss the essential and nonessential functions of the job. An employee with a disability can evaluate the job in greater detail to determine if she/he can safely perform the essential function of this job with or without reasonable accommodation.

DISCLAIMER: Job profiles are not intended, nor should they be construed to be, an exhaustive list of all responsibilities, tasks, skills, efforts, working conditions or similar behaviors, attributes or requirements associated with a job. A job profile is not a comprehensive job description. It is intended for the sole purpose of acquainting a person who is unfamiliar with the position with a brief overview of the position's general direction and scope.

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 CONTRACTIUAL 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 5-25-23
DATE

CLAIMS VOUCHERS AUDITED AND CERTIFIED BY THE AUDITING OFFICER HAVE BEEN RECORDED ON THE ATTACHED LISTING, WHICH HAS BEEN MADE AVAILABLE TO THE COUNCIL AS OF THIS **5TH DAY OF JUNE 2023.** THE COUNCIL, BY A VOTE, HAS APPROVED FOR PAYMENT THE VOUCHERS INCLUDED IN THE AB OVE LIST AND FURTHER DESCRIBED AS FOLLOWS:

Claims Fund				**Total Amounts**	
Check #'s	**161932**	TO	**162174**	$	702,951.95
EFT #'s	**6256**	TO	**6282**	$	1,289,810.77
Treasure Cash				**Total Amounts**	
EFT #'S	1		42	$	3,097,781.90
Payroll Fund				**Total Amounts**	
Check #'s	**96017**	TO	**96021**	$	7,652.11
Direct Deposits	**73266**	TO	**73512**	$	479,567.84

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

ATTEST: ______________
CITY CLERK

Agenda #6.A

Meeting Date: June 5, 2023
City of Ellensburg
City Council Agenda Report

Agenda Subject:	Board and Commission Appointments - Diversity, Equity & Inclusion Commission, Landmarks and Design Commission and Utility Advisory Committee
Submitted by:	Dustin Davison, Assistant City Clerk
Department:	City Attorney

Suggested Motion/Action:
Approve appointment of members to City Boards and Commissions as recommended by the Diversity, Equity & Inclusion Commission, Landmarks and Design Commission and Utility Advisory Committee

Background/Summary:
There are three vacancies on the Diversity, Equity & Inclusion Commission, one to fill a vacant seat and two new seats created by the recent adoption of Ordinance 4916. There is one vacancy, the EDA Representative, on the Landmarks and Design Commission. There is one vacancy for a CWU nominated representative on the Utility Advisory Committee. The applications for appointment were forwarded to the staff member assigned to the Diversity, Equity & Inclusion Commission and Landmarks and Design Commission to process for consideration of appointment. The nomination letter was received from CWU for appointment to the UAC. ECC 1.50.040 states the requirement that one Utility Advisory Committee member must be from CWU, and CWU nominated Jeff Bousson to be appointed to Utility Advisory Committee. Jeff will be replacing Scott Carlson.

Previous Council Action:

Analysis:
As directed by Council, the applicants requesting appointment have completed the preliminary process of attending a meeting and interviewing with a subcommittee of the Commissions. Applications for appointment are attached to the agenda report. The Diversity, Equity & Inclusion Commission is recommending that Amber Hoefer and Olene Togiailua fill two of the vacancies. The Landmarks and Design Commission is recommending that Andy Polak fill the EDA Representative vacancy. CWU is nominating Jeff Bousson to the Utility Advisory Committee.

Financial Impact:

Attachments:

1. A Hoefer Appointment
2. A Hoefer Application
3. O Togiailua Appointment
4. O Togiailua Application
5. A Polak Recommendation
6. A Polak Application
7. J Bousson Nomination Letter
8. B&C Chart 6-5-23

To: City Council
From: Diversity, Equity & Inclusion Commission
Date: June 5, 2023
Re: Recommendation for Appointment

Amber Hoefer submitted an application for Appointment to the Diversity, Equity & Inclusion Commission on April 7, 2023. She attended the April 11, 2023 Diversity, Equity & Inclusion Commission meeting via Zoom.

The DEI interview subcommittee consisting of Councilmember Nancy Goodloe, Commissioner Kandee Cleary, Commissioner Teresa Divine, and Nicole Klauss, staff, conducted the interview on May 2, 2023.

The Diversity, Equity & Inclusion Commission has 3 vacancies, 1 to fill a vacant seat and two new seats that were added on May 15, 2023. Based on the interview and application materials, the DEI Commission is recommending Amber Hoefer to fill one of the seats on the DEI Commission.

Print

Application for Appointment - Submission #6306

Date Submitted: 4/7/2023

Application for Appointment

For volunteering to serve on a Board or Commission

Boards & Commissions*

Diversity, Equity, and Inclusion

Have you attended a meeting for the board or commission you are applying to?*

No

Name of Applicant:*

Amber Hoefer

Address*

Mailing Address (If Different)

City*

Ellensburg

State*

WA

Zip*

98926

Email Address*

Phone Number*

Length of Residency in Kittitas County*

Since September 2019

Do you live within the city limits?*

☑ Yes ☐ No

ECC 1.12.120 Residency qualification. Except where a commission, board or committee specifically requires city residency as a condition of appointment, members of all other commissions, boards and committees shall maintain residency within the Kittitas County limits. "Residency," as used herein, means residing within the city or county limits, as applicable, both at the time of appointment and for at least 270 days within each calendar year for the duration of the member's term, but shall not include any period for which a member is absent due to military service.

If applying for the Sr. Citzens' Advisory Board, are you at least 55 years of age?

- [ ] Yes
- [x] No

Occupation Status and Background:*

I'm a higher education administrator at Central Washington University. My current title is Director for Student Leadership, Involvement, & Community Engagement at CWU.

Organization Affiliations:*

CWU LGBTQ Council as well as the Equity Council
Social Justice Training Institute Alumni
NASPA: Higher Education Administrators Professional Organization
Central Washington University
I'm part of a variety of groups locally and nationally to remain active in my field and communities.

Why are you seeking appointment?*

As I've become more established in our community, I'd love to find more ways to connect with our city. My role at CWU allows me to serve all students engaging in service, civic engagement, leadership, clubs and organizations, campus programming, and student government. I engage with our community in my work and would love to serve it in this capacity with hopes to continue to advance our DEI efforts. I think there is always opportunities to enhance our work and experiences within our community.

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

- [x] Yes
- [ ] No

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

Boards & Commissions

-- Select One --

Boards & Commissions

-- Select One --

City of Ellensburg WASHINGTON

To: City Council
From: Diversity, Equity & Inclusion Commission
Date: June 5, 2023
Re: Recommendation for Appointment

Olene Togiailua submitted an application for Appointment to the Diversity, Equity & Inclusion Commission on April 24, 2023. Olene attended the May 9, 2023 Diversity, Equity & Inclusion Commission meeting at City Hall.

The DEI interview subcommittee consisting of Councilmember Nancy Goodloe, Commissioner Kandee Cleary, Commissioner Teresa Divine, and Nicole Klauss, staff, conducted the interview on May 2, 2023.

The Diversity, Equity & Inclusion Commission has 3 vacancies, 1 to fill a vacant seat and two new seats that were added on May 15, 2023. Based on the interview and application materials, the DEI Commission is recommending Olene Togiailua to fill one of the seats on the DEI Commission.

Print

Application for Appointment - Submission #6338

Date Submitted: 4/24/2023

Application for Appointment

For volunteering to serve on a Board or Commission

Boards & Commissions*

Diversity, Equity, and Inclusion

Have you attended a meeting for the board or commission you are applying to?*

No

Name of Applicant:*

Olene Togiailua

Address*

Mailing Address (If Different)

City*	State*	Zip*
Ellensburg	Washington	98926

Email Address*

Phone Number*

Length of Residency in Kittitas County*

2 years

Do you live within the city limits?*

- [x] Yes
- [ ] No

ECC 1.12.120 Residency qualification. Except where a commission, board or committee specifically requires city residency as a condition of appointment, members of all other commissions, boards and committees shall maintain residency within the Kittitas County limits. "Residency," as used herein, means residing within the city or county limits, as applicable, both at the time of appointment and for at least 270 days within each calendar year for the duration of the member's term, but shall not include any period for which a member is absent due to military service.

If applying for the Sr. Citizens' Advisory Board, are you at least 55 years of age?

- [ ] Yes
- [x] No

Occupation Status and Background:*

I am a Apartment Manager on the University campus. I am studying Sociology and Women's, Gender, Sexuality Studies (W.G.S.S. for short). My previous work history prior to living in Ellensburg is Counseling for a Homeless Shelter (3 years) and various customer service work (6 years)

Organization Affiliations:*

P.A.T.H. Advocate ; R.H.A. member , University Boxing Club, ASCWU

Why are you seeking appointment?*

Through my many conversations with different residents I have realized the systemic barriers preventing this community from being at it's full protentional. I know alot of students for example do not venture off campus because of some of the barriers Ellensburg has. Having one's identity be affirmed and respected is one of my core values even before I got into social work. I am hoping through collaboration with the student body, that the progressive values of Academia can spruce up the zeitgeist of the city proper. Long story short I wish to be involved in my community because I know all too well how easy it is to forget that you are not alone and are part of a bigger entity than oneself.

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

- [x] Yes
- [ ] No

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

Boards & Commissions

Ellensburg Business Development Authority

Boards & Commissions

Senior Citizens Advisory Commission

TO: **City Council**

FROM: **Landmarks and Design commission**

DATE: **June 5, 2023 – Council Meeting Date**

RE: **Recommendation of Appointment**

Andy Polak submitted an application for Appointment to the Landmarks and Design Commission (LDC) on April 4, 2023. He has attended many Landmarks and Design meetings, including the May 16, 2023 Landmarks and Design Commission meeting.

The LDC interview subcommittee consisting of Councilmember Monica Miller, Commissioner Jeff Watson, and Commissioner Dorothy Stanley, and Stacey Henderson, staff, conducted the interview on May 23, 2023.

The Landmarks and Design Commission currently has one vacancy; EDA Representative. Based on the interview and application materials, it is clear that Andy has passion, interest, and hands on experience with historic preservation and restoration projects including the Geddis Building, making him a great candidate for the Landmarks Commission. He currently sits on the EDA Board, and was unanimously voted by them to be the new representative to the LDC. The interview subcommittee is recommending that City Council appoint Andy Polak to the vacant Landmarks and Design Commission "EDA Representative" position.

From: noreply@civicplus.com
Sent: Tuesday, April 4, 2023 1:25 PM
To:
Subject: [Ext] Online Form Submittal: Application for Appointment

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

Application for Appointment

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

Boards & Commissions	Landmarks and Design Commission
Have you attended a meeting for the board or commission you are applying to?	Yes
Name of Applicant:	Andrew Polak
Address	
Mailing Address (If Different)	
City	Ellensburg
State	WA
Zip	98926
Email Address	
Phone Number	
Length of Residency in Kittitas County	25 years
Do you live within the city limits?	Yes

ECC 1.12.120 Residency qualification. Except where a commission, board or committee specifically requires city residency as a condition of appointment, members of all other commissions, boards and committees shall maintain residency within the Kittitas County limits. "Residency," as used herein, means

residing within the city or county limits, as applicable, both at the time of appointment and for at least 270 days within each calendar year for the duration of the member's term, but shall not include any period for which a member is absent due to military service.

If applying for the Sr. Citzens' Advisory Board, are you at least 55 years of age?	*Field not completed.*
Occupation Status and Background:	Former Firefighter/Paramedic with KVFR Currently self-employed rehabilitating historic buildings
Organization Affiliations:	Ellensburg Downtown Association
Why are you seeking appointment?	Passionate about historic preservation in Downtown Ellensburg
Will you be able to attend meetings regularly if appointed?	Yes

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

Boards & Commissions	*Field not completed.*
Boards & Commissions	*Field not completed.*

LEARN. DO. LIVE.

May 19, 2023

Heidi Behrends Cerniway
Office of the City Manager
501 N Anderson Street
Ellensburg, WA 98926

Re: Nomination for CWU representative to **Utility Advisory Committee**

Dear Heidi and Ellensburg City Councilmembers,

Central Washington University would like to nominate Jeff Bousson, Sustainability Officer, to serve as CWU representative on the Utility Advisory Committee.

Please feel free to contact me with any questions.

Sincerely,

Joel Klucking
Vice President of Finance and Administration

Finance & Administration
400 East University Way • Ellensburg WA 98926-7481 • Office: 509-963-2323 • Fax: 509-963-2025
Office location • E-mail: vpbfa@cwu.edu • Web: www.cwu.edu/financial-affairs/

Boards and Commissions	Affordable Housing Commission	Arts Commission	Civil Service Commission	Diversity, Equity & Inclusion Commission	Ellensburg Business Development Authority Board	Environmental Commission	Landmarks and Design Commission	Library Board	Lodging Tax Advisory Committee	Parks and Recreation Commission	Planning Commission	Public Transit Advisory Committee	Senior Citizens Advisory Commission	Utility Advisory Committee
MEMBERS	**7**	**7**	**3**	**9**	**9**	**7**	**7**	**7**	**7**	**7**	**7**	**7**	**7**	**7**
Residency Requirements	Y	N	Y	Y	N	Y	Y	Y	N	Y	Y	N	N	Y
Current Members within City Limits	6	4	2	6	5	6	5	6	2	4	7	7	3	3
Current Members Outside City Limits	1	2	0	0	4	0	0	1	2	1	0	0	2	0
Current Members Outside but in UGA	0	0	0	0	0	0	0	0	0	0	0	0	0	0
VACANCIES	**1**	**1**	**1**	**3**	**0**	**1** **EHS**	**1** **EDA**	**0**	**2**	**2**	**0**	**0**	**2**	**4**
APPLICANTS														
Amber Hoefer				1st										
Olene Togiailua				1st										
Jeff Bousson														**CWU** **1st**
Andy Polak							1st							

Agenda #9.A

Meeting Date: June 5, 2023
City of Ellensburg
City Council Agenda Report

Agenda Subject:	Resolution to Adopt Electronic and Digital Signature Policy
Submitted by:	Dustin Davison, Assistant City Clerk
Department:	City Attorney

Suggested Motion/Action:
Adopt Resolution 2023-13, authorizing the use of electronic and digital signatures for the City of Ellensburg.

Background/Summary:
In chapter 19.360 RCW, the Washington State Legislature authorized electronic dealings for governmental affairs and established the implementation framework for electronic governmental affairs and governmental transactions. In March of 2020, through Engrossed Substitute Senate Bill 6028 (ESSB 6028), the Washington State Legislature repealed Chapter 19.360 RCW and adopted the Uniform Electronic Transactions Act (UETA), now codified at chapter 1.80 RCW which is intended to facilitate use of electronic transactions consistent with other applicable law and to bring consistency to reasonable practices concerning electronic transactions and with the continued expansion of those practices.

The City does not have a current policy on the use of electronic or digital signatures. However, during the COVID-19 pandemic it became necessary and essential for individuals with signature authority to sign documents remotely without necessitating execution of documents in person. That process has continued with the utilization of third-party services such as Adobe Sign, DocuSign or similar products.

Previous Council Action:
None

Analysis:
The UETA provides in RCW 1.80.170(1) that it “allows each government agency to determine, and to the extent to which, a government agency will send and accept electronic records and electronic signatures to and from other persons and otherwise create, generate, communicate, store, process, use, and rely upon electronic records and electronic signatures.”

During 2022-23, an electronic signature team workgroup consisting of representatives from Finance, IT and the City Attorney's Office to review and assemble information to create a City electronic and digital signature policy. The policy, attached as Exhibit A to the resolution, is comparable with other electronic signature policies used by several local agencies within the State of Washington. While providing for flexibility consistent with the UETA for use of electronic signatures, it maintains security by requiring specific authorization from the Finance Department or City Attorney to select how certain financial or legal transactions will be allowed using electronic signatures.

Using electronic records and electronic signatures will benefit the City of Ellensburg by decreasing City reliance on paper transactions and physical documents, thereby saving time and reducing the costs associated with the conduct of City business.

Financial Impact:
There should be cost savings associated with reduced use of paper and staff time for internal transactions.

Attachments:
1. Resolution 2023-13 - Electronic and Digital Signature Policy
2. Exhibit A-Electronic Signatures Policy

RESOLUTION NO. 2023-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELLENSBURG AUTHORIZING THE USE OF ELECTRONIC AND DIGITAL SIGNATURES IN THE CITY AND ADOPTING AN ELECTRONIC AND DIGITAL SIGNATURE POLICY.

WHEREAS, in Chapter 19.360 RCW, the Washington State Legislature authorized electronic dealings for governmental affairs and established the implementation framework for electronic governmental affairs and governmental transactions; and

WHEREAS, in March 2020, through Engrossed Substitute Senate Bill 602$ ("ESSB 6028"), the Washington State Legislature repealed Chapter 19.360 RCW and adopted the Uniform Electronic Transactions Act (UETA), codified in Chapter 1.80 RCW, which is intended to facilitate use of electronic transactions consistent with other applicable law, and to bring consistency to reasonable practices concerning electronic transactions and with the continued expansion of those practices; and

WHEREAS, ESSB 6028 took effect on June 11, 2020; and

WHEREAS, ESSB 6028 defines an "electronic signature" as "an electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record"; and

WHEREAS, ESSB 6028 defines an "electronic record' as "a record created, generated, sent, communicated, received, or stored by electronic means"; and

WHEREAS, ESSB 6028 provides that "[a] record or signature may not be denied legal effect or enforceability solely because it is in electronic form; a contract may not be denied legal effect or enforceability solely because an electronic record was used in its formation; if a law requires a record to be in writing, an electronic record satisfies the law; and if a law requires a signature, an electronic signature satisfies the law"; and

WHEREAS, the method and process for electronic submissions and the use of electronic signatures must be established by ordinance, resolution, policy, or rule; and

WHEREAS, to promote social distancing during the COVID-19 pandemic, and to increase the effectiveness and efficiency of the City of Ellensburg business processes, the City utilized technology solutions which are in compliance with the Uniform Electronic Transactions Act to apply authenticated electronic signatures to legally enforceable electronic records as allowed by ESSB 6028.

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

Section 1. The foregoing recitals are incorporated and fully made a part of this Resolution.

Section 2. The City Council finds it to be in the public interest to allow the use of electronic records, electronic and digital signatures for City business to the fullest extent allowed by law.

Section 3. The City Council hereby adopts the Electronic and Digital Signature Policy attached hereto as Exhibit "A".

Section 4. The City Council hereby authorizes the City Manager, or their designee, to establish any other policies, rules and/or regulations to implement the Electronic and Digital Signature Policy consistent with this Resolution and RCW 1.80., *et.seq.* (and as amended in the future).

Section 4. This resolution and policy shall take effect immediately.

ADOPTED by the City Council of the City of Ellensburg this 5th day of June, 2023.

____
Mayor

Attest: ____________________________
City Clerk

City of Ellensburg
Electronic and Digital Signature Policy

1. Purpose

The purpose of this policy is to allow for the use of electronic and digital signatures that complies with the Uniform Electronic Transactions Act (UETA), chapter 1.80 RCW.

2. Definitions

Authentication: The assurance, using a security protocol appropriate for the purpose, that a given Electronic Signature is that of a person purporting to sign the record or conduct the Electronic Transaction so as to allow it to be properly attributed pursuant to RCW 1.80.080.

Authorized Signer: The Mayor, Mayor Pro Tempore, City Manager, Assistant City Manager, City Attorney, City Clerk, Department Directors, and their designees, and any other City employee or elected official who has been granted authority to sign certain records on behalf of the City either by the nature of their position in relation to the record or by direct authorization from City Council or Ellensburg City Code.

Certificate Authority or Certification Authority (CA): Is a trusted entity that issues digital certificates and assumes the role of trust center. The CA holds the Private Key that is used to validate the public key that was created by the Certificate Authority and the user's private keys.

Digital Signature: A digital signature is one type of Electronic Signature that uniquely links a user's identity information to a digital certificate issued by a licensed certificate authority, behind the signature, and offers validation that the document has not changed when added to a "signed" Electronic Record by the sole person in control of a certificate or password.

Digital Identification: Is an Identification validated by an electronic authorization process bonded to an electronic document that validates that the document has not been changed.

Digital Certificate: A digital certificate is a file or electronic password that proves the authenticity of a document, signature, or user through the use of cryptography and the standard Public Key Infrastructure. A private Digital Certificate is one that is issued by a Certificate Authority that is for internal use only, provides greater security, but should not be used for external signatures as the Internal Certificate Authority is not publicly accessible.

Electronic Signature: An electronic sound, symbol, or process, attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the record.

Electronic Signature Vendor: The company with which the City contracts for electronic document and signature services. The company must use a valid public certificate authority for issuing digital certificates.

Facsimile Signature: One type of Electronic Signature that is a reproduction of a handwritten signature that has been saved electronically or by engraving, imprinting, or stamping.

Wet Signature: A signature created in person when the signer physically marks a document.

3. Responsibilities

It is the responsibility of all City employees, elected officials and volunteers to ensure that they adhere to the electronic signature policies outlined in this document to provide reasonable assurance of authenticity and accuracy when using electronic documents.

4. Electronic Signatures Authorized

A. This policy does not impact the use or legitimacy of wet signatures. However, the City recognizes electronic signatures as legally binding and equivalent in nature to wet signatures.

B. Electronic, digital or facsimile signatures may be used on City records requiring execution by a third party, consistent with the requirements of this policy.

C. The City Manager, City Department Directors, and all authorized representatives or designees thereunder, shall have authorization to use the Electronic Signature Vendor to affix electronic signatures to electronic records, including but not limited to ordinances, resolutions, contracts, applications, publications, and all other electronic documents through which the City conducts business.

D. The City authorizes the Finance Director to select a validation platform or process for electronic signature and/or digital identity for all financial transactions within the City, including but not limited to documentation or accounts payable records, payroll records (timesheets and leave requests), claim vouchers, purchase orders, or other similar documents.

E. Electronic Signatures may not be applied using another employee's name. Any employee or official applying an electronic signature shall use their own name.

5. Guidelines for Using Electronic Signatures

A. Security of Electronic Transactions and Electronic, Digital, and Facsimile Signatures.

1. A valid digital signature is a digital identification combined with a certificate issued by a certificate authority providing the following protections:

i. Verifies the Authorized Signer is who they represent themselves to be because the person had to prove their identity to a certificate authority to obtain the digital certificate.

ii. Confirms the document was not altered after the signature was applied to the document and not copied from another document because the certificate file and digital identification information is cryptographically bound to the document and depicted as a digital signature.

iii. Ensures the document was not altered after it was signed.

2. The certificate, password, and private key used to create a digital signature is the personal property of the subscriber and is exempt from public inspection and copying under Chapter 42.56 RCW.

3. Authorized Signers may sign City documents digitally if such an option is available, providing the following:

i. The digital signature utilized by the Authorized Signer in connection with the digital identification that is an electronic authentication process attached to or logically associated with an electronic document. The digital certificate is obtained from a certification authority in compliance with state law;

ii. When the authentication process depends on a digital certificate, then the digital certificate must not be expired when the Authorized Signer signs the document digitally with the validating certificate;

iii. The Authorized Signer does not provide information to the certification authority they know to be untrue; and

iv. The digital certificate must be;

a. Unique to the licensee using the certificate;
b. Capable of independent verification;
c. Under the exclusive control of the licensee using it; and
d. Linked to a document in such a manner that the digital identification is invalidated if any data in the document is changed.

v. The digital signature contains the following information:

a. The date and time of the signature; and
b. A hand-written representation of the Authorized Signer's signature; or
c. A typed representation of the Authorized Signer's name and title.

4. Electronic or digital signatures cannot be applied using Authorized Signer's name. Records signed by an Authorized Signer shall use their own digital identification that is an electronic or digital signature.

5. Authorization to use or accept facsimile signatures shall be limited to instances where the authenticity of the signatures is deemed reliable and secure. In order to accept a facsimile signature in lieu of a wet signature, the authenticity of the facsimile signature must be verified by the receiving party. Such means of verification may include:

i. The receipt of a faxed signature from a facsimile number verified as belonging to or traceable to the party that did so sign and transmit the document.

ii. The receipt of an emailed signature from an email address verified as belonging to the party that did so sign and transmit the document.

B. For documents sent to the City from an external entity for signature, especially those that have a legally binding effect, such as contracts, subpoenas, permits, grants, etc., the documents may be signed electronically if there is reasonable assurance that the means and methods used in electronically signing or submitting the document ensure the integrity, authenticity and nonrepudiation of the signature or document received. Questions regarding whether a document meets this requirement should be directed to the IT Department and/or City Attorney's office prior to signature.

C. For documents used internally within the City that do not require high-level authentication and a certificated format, City staff may use alternative methods of electronic signature other than the Electronic Signature Vendor. However, for any internal documents identified as needing signatures that have a legally binding effect, or require high-level authentication and security measures in a locked format (e.g., certain financial documents), the City is required to use the Electronic Signature Vendor. The department with overall authority for the document type will determine whether an alternative method of electronic signature is appropriate for use.

D. If City staff does not know whether a document may be legally signed electronically, they should consult the City Attorney's Office for guidance.

6. Non-Electronic Signatures Required

There will be times where non-electronic or “wet” signatures will be required to be used by the City. Non-electronic signatures are required on all documents where they are required by law, real estate transfer documents (i.e., deeds, easements, covenants and other documents that may be recorded by the auditor as part of the transfer of title or possessory rights of real property), documents that must be notarized, and any other documents determined by the City Manager to be appropriate for non-electronic signature, regardless of state law.

7. Electronic Signature Security and Privacy

The IT Department and the Electronic Signature Vendor shall maintain and administer security requirements and ensure the safeguarding of sensitive electronic documents and information stored by the Electronic Signature Vendor. All City departments accepting electronic signatures must be familiar with this policy as well as all IT Security Policies, and the required actions to be taken in the event of a security breach.

8. Retention and Preservation

Records of documents signed by electronic signature must remain searchable and retrievable for the required retention period as established by law. The Electronic Signature Vendor will ensure that the documents signed electronically, once completed and stored electronically, cannot be changed or altered. If sufficient controls do not exist, IT will notify and/or work with staff and all documents must be printed, signed, and retained pursuant to City policy. The printed record will be considered the official source document for retention purposes. Upon receipt of a fully executed electronic document the Mayor, Mayor Pro Tempore, or City staff person signing the document shall process the document for proper retention and preservation.

MANAGER'S REPORT

DATE: June 5, 2023

TO: Ellensburg City Council

FROM: Heidi Behrends Cerniwey, City Manager

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1. **City Awarded Flood Control Assistance Account Program (FCAAP) Grant**
   The City has been awarded a planning grant from 2023-2025 Flood Control Assistance Account Program (FCAAP) to conduct three dimensional flood studies within the city limits.

2. **City Natural Gas Division Receives SOAR Silver Award**
   The American Public Gas Association (APGA) presented the City's Gas Division with the prestigious APGA System Operational Achievement Recognition (SOAR) for excellence in operating its natural gas utility. Public natural gas systems are entrusted by their customers to deliver clean and affordable natural gas through a safe and reliable distribution pipeline system. The City of Ellensburg Gas Division was one of twenty-five SOAR recipients recognized in 2023. Thank you to our City Natural Gas Division Team for keeping our system and our people safe.

3. **Annual Comprehensive Plan Docket**
   The City of Ellensburg is currently accepting proposed Comprehensive Plan amendments for the 2023 annual docket cycle. The City's Comprehensive Plan was adopted in 1995, with major updates in 2007 and 2017. The Comprehensive Plan is the City's 20-year plan for guiding future growth and development by articulating the community's vision and reflecting the community's values. Proposals to amend the Comprehensive Plan may be submitted by any member of the public as well as any member of a City Board or Commission, member of City Council, or City staff. In order to be considered for docketing during the 2023 amendment process proposals must be submitted in writing by June 29, 2023. The Comprehensive Plan Amendment Proposal Form can be found on the City's website at https://ci.ellensburg.wa.us/DocumentCenter/View/12420/Comp-Plan-Amendment-Form?bidId=. City Council will consider all proposed amendments at its regular meeting on July 17, 2023.

4. **City Observes Juneteenth Holiday on June 19**
   City facilities will be closed in observance of the Juneteenth holiday on Monday, June 19, 2023. Emergency services will operate on their regular schedules.

5. **Cancel June 20 Study Session**
   Staff request Council cancel the June 20 Study Session. The intended topic of that meeting was the 2021 International Building Code (IBC), but implementation has been delayed from July 1 to November 1, 2023. As an alternative to the Study Session, Jim Pendley, advocate for the historic miniature railroad project has been invited to provide a demonstration, beginning at 6:00 p.m. in the City Hall parking lot prior to the meeting on 6/20. The public is invited to attend.

6. **Touch a Truck and Bike Rodeo Event on June 21**
   In celebration of National Public Works Week, the City's Public Works and Utilities Department is excited to be hosting the Touch-a-Truck event. This year's event will be held on Wednesday, June 21st, from 11:00 a.m. to 2:30 p.m. at Rotary Park. A bike rodeo, helmet and bike give-away will take place at the park too. The City Public Works and Utilities Department will be closed to the public to allow employees to be onsite and assist in another successful event.