

**CITY OF ELLENSBURG
COUNCIL AGENDA
Council Chambers
501 North Anderson Street
Monday, January 6, 2020
7:00 p.m. – Regular Meeting**

	Pledge of Allegiance	
	Oath of Office	
	Election of Mayor and Mayor Pro Tempore	
1.	Call to Order & Roll Call	
2.	Proclamations	
3.	Awards and Recognitions	
	A. Introduction of New Finance Employees: Isabeau Matthews and Scott Davis	
	B. Recognition of Ethan Price as winner of first Congressional App Challenge	
4.	Approval of Agenda	
5.	CONSENT AGENDA	
	Items listed below have been distributed to Councilmembers in advance for study and will be enacted by one motion. If separate discussion is desired on an item, that item may be removed from the Consent Agenda and placed on the Regular Agenda at the request of a Councilmember or at the request of a member of the public with concurrence of a Councilmember. Requests to remove items should be made under Item 4 Approval of Agenda.	
	A. Approve Minutes – December 16, 2019, Regular Meeting	1
	B. Acknowledge Minutes of Boards and Commissions	
	(1) Affordable Housing Commission – December 4, 2019	5
	(2) Ellensburg Business Development Authority – October 9, 2019	8
	(3) Library Board – November 12, 2019	9
	(4) Parks & Recreation Commission – October 9 & 10 and November 6, 2019	10
	(5) Planning Commission – November 14, 2019	16
	(6) Senior Citizens Advisory Commission – November 12, 2019	19
	C. Authorize Mayor and City Manager to sign the 2020-2022 Collective Bargaining Agreement with Office & Professional Employees International Union Local No. 8	21
	D. Approval of the ADA Transition Plan Update	92
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8.	Business Requiring Public Hearings	
	A. Public Hearing and Proposed Resolution to Declare City Property, Parcel 541133, as Surplus for the Public Benefit of Affordable Housing	154
9.	Introduction and Adoption of Ordinances and Resolutions	
	A. Second Reading of Ordinance 4846 Chapter 15.395 Wireless Communication Facilities	168
10.	Unfinished Business	
11.	New Business	
12.	Miscellaneous	
	A. Manager's Report	192

B. Councilmembers' Reports

13. **Executive Session**

14. **Adjournment**

Next Ord. #4847
Next Res. #2020-01



CITY OF ELLENSBURG

Date of Meeting

Time of Meeting

Place of Meeting

Minutes of Council Meeting, Regular Session

December 16, 2019

7:00 p.m.

Council Chambers, 501 North Anderson Street

1. Roll Call Present: Engel, Goodloe, Klauss, Lillquist, Miller, Morgan and Tabb.

Others present were City Manager Akers; Assistant City Manager/City Attorney Weiner; City Clerk Leader; Long Range Planner San Filippo; Engineering Manager Mayo; Community Development Director Sackett; and approximately fifteen members of the audience.

2. Proclamations

None

3. Awards & Recognitions

None

4. Agenda Approval

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

5. Consent Agenda

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

6. Petitions, Protests and Communications

None

7. Citizen Comment on Non-Agenda Issues

Pat Kelleher, 6530 Wilson Creek Road, commented on the boundary line adjustment process for the Ellensburg School District and Winegar property.

8A. Public Hearing and Proposed Ordinance to Consider Land Development Code Chapter 15.395 Wireless Communication Facilities

The Mayor opened the public hearing. Angela San Filippo, Long Range Planner, presented information in the staff report. She reported staff issued a determination of non-significance on December 10, 2019, which was not included in the packet.

Councilmember Morgan moved to approve Ellensburg City Code Chapter 15.395 Wireless Communications Facilities as presented. **Motion Approved 7-0.**

Councilmember Morgan moved to conduct first reading of Ordinance 4846. **Motion Approved 7-0.**

8B. Public Hearing to Consider Adoption of Pre-Annexation Agreement for Parcels 322733, 20998 and 20999

The Mayor opened the public hearing. Angela San Filippo, Long Range Planner, presented a staff report and explained the background of the previous request for annexation presented to Council on June 3, 2019.

Andrea Bezdicek-Donogh, 3011 N Pioneer Rd, commented regarding the five year provision in Section 1.2 and questioned whether Parcel 20999 will have an easement right to access through Pioneer Road.

Angela San Filippo commented that the pre-annexation agreement is for the five year period, and if it were sold, would expire.

Derek Mayo commented about the future corridor and easement and potential utilities for Pioneer Road.

Marte Fallshore, 2817 Pioneer Rd, requested clarification on the roadway access and whether it was for utilities or future housing.

Andrea Bezdicek-Donogh, 3011 N Pioneer Rd, questioned the potential for future flooding and issues with shared wells.

Derek Mayo explained the access area would be for future utilities and Angela San Filippo explained the requirements for wetlands and critical areas.

Councilmember Lillquist moved to approve the pre-annexation development agreement between the City and CWH, LLC for Parcels 322733, 20998 and 20999. **Motion Approved 7-0.**

8C. Public Hearing and Second Reading of Ordinance 4828 to Annex Parcels 322733, 20998 and 20999

The Mayor opened the public hearing. Angela San Filippo, Long Range Planner, presented a staff report. There was discussion regarding the access road going into the annexed property.

Councilmember Morgan moved to conduct second reading and adoption of Ordinance 4828. **Motion Approved 7-0.**

8D. Public Hearing Declaring City Property, Parcels 541133, 937033 and 617033 as Surplus for Public Benefit of Affordable Housing

The Mayor opened the public hearing. Angela San Filippo, Long Range Planner, presented a staff report. She informed council that staff received two public comments since the Agenda packet was circulated and copies were distributed at the meeting.

Ryan Romano, 103 N Pine Street, expressed concerns on the community garden property being used for 30 to 60 affordable housing units.

Stan Blasynski, 1811 E. 3rd Avenue, expressed concerns regarding the community garden property, funding used to purchase the property and the appraisal of the property. He provided written information for the record.

Councilmember Engel requested time to review written comments before making a decision.

There was no motion to approve the Resolution as presented. Councilmember Morgan requested the Resolution be brought back only including the Bender Road property and exclude the Pine Street property. Council consensus was for staff to bring back a Resolution surplus the Bender Road property only.

9A. Proposed Resolution for Allocation of 2020 Lodging Tax Funding

Councilmember Klauss presented information on the allocation of the Ellensburg Lodging Tax funds for 2020.

Councilmember Morgan moved to adopt Resolution 2019-40 allocating Lodging Tax funds in the amount of \$73,143. **Motion Approved 7-0.**

10. Unfinished Business

None

11A. Authorize Order-In of Willow Street Frontage Improvement Deferrals

Derek Mayo, Engineering Manager, presented a staff report and explained the costs associated with the Willow Street Improvements Project. Staff was looking for a recommendation from Council for the order-in of the Willow Street frontage improvement deferrals.

Councilmember Morgan moved to authorize the order-in of Willow Street frontage improvement deferrals for payment from each property owner for their proportionate share of the project.

Motion Approved 7-0.

Councilmember Morgan moved to authorize Finance to make the necessary budget adjustments.

Motion Approved 7-0.

12A. Manager's Report

The City Manager presented the Manager's report. He requested a public hearing be set January 6th for consideration to surplus property at Bender Road and Water Street.

Councilmember Morgan moved to set a public hearing on January 6, 2020 for the surplus of public property. **Motion approved 7-0.**

12B. Councilmembers' Reports

Councilmember Klauss reported on the Tourism Strategic Report that was presented to Lodging Tax Committee; Senior Citizen Advisory Commission; KCCOG meeting and review of grant funding applications and Parks and Recreation Commission;

Councilmember Lillquist attended the meeting for the active transportation plan; a letter was presented to Council as response to a citizen inquiry about utility rates and Council consensus was to approve the Mayor's signature on the letter;

Councilmember Miller attended the Arts Commission meeting;

Councilmember Morgan attended Arts Commission and Library Board meetings; and spent time evaluating grant applications for KCCOG;

Mayor Tabb attended legislative day sponsored by the Chamber of Commerce; he reported that staff provided information for glass recycling and letter drafted to Commissioner Wachsmith and Patty Johnson.

13. Executive Session

None

14. Adjourn

Councilmember Morgan moved to adjourn at 8:52 p.m. **Motion Approved 7-0.**

Mayor

ATTEST:

City Clerk



COMMUNITY DEVELOPMENT DEPARTMENT
501 North Anderson Street, Ellensburg WA 98926

MINUTES OF ELLENSBURG CITY AFFORDABLE HOUSING COMMISSION

Date and Time: Affordable Housing Commission meeting, December 4, 2019 - 4:30 p.m.

Place of Meeting: City Council Chambers

Present: Charli Sorenson, Nancy Goodloe, John Perrie, Nathan McQuinn, Dolores Gonzalez, Hannah Tower

Absent: Sarah Bedsaul

Others Present: Long Range Planner, Angela San Filippo; Community Development Director Kirsten Sacket; Linda Kelly, Habitat for Humanity

1. CALL TO ORDER

Chairwoman Goodloe called the meeting to order at 4:30 pm.

2. APPROVAL OF THE AGENDA

Commissioner Perrie made a motion to approve the agenda; Commissioner Tower seconded. All in favor of approving the agenda, motion passed.

3. APPROVAL OF MINUTES

- a. November 6, 2019 – Senior Planner San Filippo provided a correction from Habitat on the 2nd paragraph of page 3. Commissioner McQuinn made a motion to approve the minutes as amended; Commissioner Tower seconded. All in favor, motion passed.
- b. November 13, 2019 – Commissioner Gonzalez provided a correction on page 3 to clarify a statement on the needs assessment and corrected spelling of Charli's name. Commissioner Sorenson made a motion to approve the minutes as amended; Commissioner Tower seconded. All in favor, motion passed.

4. NEW BUSINESS

- a. Update on December 2, 2019 City Council meeting

San Filippo said City Council approved the recommendations as presented by the AHC, subsequently award letters were sent to Crytly and Hopesource. Each awardee was asked to sign an acknowledgement of the award letter. Contract negotiations with Crytly will begin immediately following receipt of Crytly's signed acknowledgement. Contract negotiations with HopeSource will begin when HopeSource receives commitment from other funding sources. Discussion ensued regarding the AHC's thoughtful and deliberative process, Council's approval and excitement, and the work of staff. Council re-appointed Sorenson and Perrie to the Commission. Staff confirmed that funds would be awarded on a reimbursement basis, unless something changes in contract negotiations.

- b. Debrief RFP process

San Filippo said this is an opportunity to review the RFP process. Outlined in the staff report is an overview of the process, including the policies and priorities identified by the Ad Hoc committee and the application evaluation criteria developed by the AHC.

AHC was asked what we were trying to do

- Increase the affordable housing stock.
- Address the needs discovered in the needs assessment.
- Develop a roadmap for the future (for how we do this process).
- Develop a process for partnering with for-profit developers.
- Establish rating and scoring matrix that is objective rather than subjective.
- Provide two city sites for construction of affordable housing.

AHC was asked if we did what we set out to do

- Perrie said we need to evaluate why we didn't get proposals on the community garden site. At one point Hopesource said they did not pursue the community garden property because the timing didn't line up with state funding deadlines. Commission stated importance of staying on top of those deadlines. Discussion ensued on statewide distribution of funds.
- Sorenson said we should get feedback from the applicants on the process.

Gonzalez suggested adding a Yes/No column to the scoring matrix for the Commission to indicate if the applicant addressed each specific category in each criteria. Gonzalez felt that the 15% assigned to staff evaluation drove the commission vote; she said the project timeline was only one of six categories in the staff evaluation. Discussion ensued on the importance of the timeline.

San Filippo said making a decision between two similar proposals on the same property is going to come down to the details. Discussion on previous Commission conversations regarding the possibility that a single priority would drive the final decision; in the future it might not be the timeline but another factor. Further discussion on the scoring matrix as a guiding tool to help make the decision, but they didn't necessarily have to choose the highest rated proposal. Commission agreement to revisit the scoring matrix and priorities for each year.

Gonzalez said the process of evaluating applications was difficult; in the future she would like to go through a more orderly, deeper discussion of each criteria.

McQuinn said that he didn't really look at the numbers, rather hearing the Commissioners' pros and cons in each criteria was more helpful. Perrie agreed and said he wasn't comfortable putting numbers on the proposals, but he was able to provide feedback and information.

Linda Kelly, of Habitat for Humanity, said from an applicant's perspective that if they had known that the timeline was the highest priority she would have told the board it wasn't worth their time and resources to pursue the grant. She suggested that in the future the priorities be shared in advance, as part of the RFP.

Discussion ensued on the scoring matrix and whether the process can be truly objective. Goodloe said she is not sure the process will ever be as objective as the Commission and applicants would like; she said the conversations were really good; she appreciated everyone's honesty and willingness to have difficult conversations. Moving forward the priorities should be shared at the outset. Gonzalez said her suggestion for the yes/no column would be helpful to create a more objective process, she felt the subjectivity came into play during the Commission discussions. Perrie supported the yes/no columns, he would also like a column for N/A. Discussion ensued about creating a one size fits all application.

Agreement to set funding goals for 2020 and share them on the affordable housing web page.

Discussion on meeting schedules for the application evaluations. Consensus for multiple meetings rather

than long meetings and to plan accordingly in the future.

San Filippo said she thought the process overall was successful. Kelly said that it would be helpful if the pre-application meetings were a filter to prevent submittal of an application that wouldn't work. Discussion ensued on staff's role in the process.

AHC was asked about successes and things that went well during the process

Gonzalez said the Daily Record involvement and sharing information with the community was very helpful. Sorenson asked about possible public notices and social media for meetings. Discussion ensued about the role of different types of media. San Filippo will look into use of social media events and said updates to the City's website will include information on project progress, and future funding opportunities.

AHC was asked about their hopes and dreams for 2020

General agreement to focus on the community garden space. Some discussion on goals and priorities for the property. Kelly said she wanted to get feedback on the community garden property. San Filippo said this will be the focus of the December 18 meeting.

Sorenson wanted more information about the sales tax credit funding source, whether those funds can be bonded, etc.

Discussion on the Housing Needs Assessment. San Filippo said the 2017 Housing Needs Assessment was part of the Comprehensive Plan update; however the data will be updated annually through the affordable housing dashboard. BERK will update as much information as possible in December. Importance of understanding how the needs change over time.

Goal to review and revise the scoring matrix as necessary.

Perrie does not want to limit the next RFP to the community garden property. San Filippo said the Commission could create a scoring matrix specific to the community garden property.

Sorenson said she would like to explore the idea of helping downtown building owners assess the ability to provide housing on second stories. She suggested using the sales tax credit to provide structural engineering evaluations. Discussion ensued on downtown properties and other funding sources for properties in the historic district.

Discussion on allowing applicants to revise their applications.

Gonzalez asked about other surplus properties that could be used for affordable housing. Discussion ensued on the city-owned Catherine Park. Goodloe said the County Shop property may be surplus in the next 3-5 years; she would like the City to look into a partnership with the County as a future possibility for affordable housing.

San Filippo said the December 18 will focus on the community garden project; she will also provide a status update on the affordable housing dashboard. The goals of the community garden project may drive changes to the RFP scoring matrix.

5. STAFF UPDATE/DISCUSSION ITEMS

6. CITIZEN COMMENT

7. MEETING ADJOURNED

Goodloe adjourned the meeting at 6:03 p.m.

ELLENSBURG BUSINESS DEVELOPMENT AUTHORITY
dba CenterFuse
BOARD OF DIRECTORS MEETING MINUTES

REGULAR MEETING
Wednesday, October 9, 2019 - 4:00 pm
City Hall – Council Conference Room
501 N. Anderson Street, Ellensburg

In attendance: John Perrie, Bill Provaznik, Jared Vallejo, Linda Schactler, Garrett Poshusta, Grant Clark, Steve Townsend, James Jankowski, staff Carolyn Honeycutt and council liaison Bruce Tabb.

Excused absence: Jamie Rosen

Chair Schactler called the meeting to order at 4:00 PM.

Motion to approve October 10, 2019 Agenda. Perrie; second Provaznik.
Approved.

Motion to approve September 11, 2019 Regular Minutes and September 17, 2019 Special Meeting Minutes. Poshusta; second Vallejo.
Approved.

Board Business

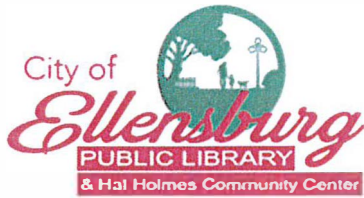
1. Schactler reported that the terms of three board members will expire at the end of 2019: Jarred Vallejo, James Jankowski, and Grant Clark. Board members are asked to submit new board applications. Board reviewed the new self-evaluation form and will fill out and send in to Schactler.
2. Committee Reports.
 - a. FutureForce – Need to connect with AWB and Puget Sound Regional Council about economic impact, as well as follow-up on meeting with Commerce.
 - b. SpaceForce – Subcommittee met with Mark Cook regarding adjustments to the proposed airport land lease. Staff is planning to walk through Incubator with relator.
 - c. MegaForce – *UnWind Session I* was a well-attended kick-off event. Poshusta offered an overview of community broadband.

Executive Director Report – Mayor Tabb offered reported that the council approved the adoption of Ordinance 4837, which repealed the sunset provision that funds Economic Development through a utility tax. There is room to expand this tax in the future. Staff reported that Whipsaw has asked to renew their lease but only for units 3 and 4. This makes unit 5 available.

Adjournment: Meeting adjourned 5:10

Drafted: 11/18/19
Approved: 12/11/19





209 North Ruby Street, Ellensburg, WA 98926

LIBRARY BOARD MEETING
Tuesday, November 12, 2019
City Council Chamber

PRESENT: Marty Blackson, Andreina Delgado, Loretta Gray, PJ MacPhaiden, Andrea Sledge, Lixing Sun

COUNCIL LIASON: Mary Morgan

ABSENT: Mary Holmgren

GUESTS: None

STAFF: Josephine Camarillo

- I. CALL TO ORDER: Sledge called the meeting to order at 4:30 p.m.
- II. Approval of the Agenda: M/S/P
- III. Approval of the Minutes as amended: M/S/P
- IV. Citizen Comment/Suggestions: None
- V. Reports
 - A. Director's Report: (1) Library staff attended a homelessness training workshop. (2) Digital book mobile was attended by about 30 people. (3) The census program was attended by 13 people. (4) Prime Time Family Read has been well attended. (5) Circulation discussed.
 - B. Budget Report: As of the end of October, the bottom line is that HH is at roughly 80%, and the Library is at 75%
 - C. Friends' Report: No report.
- VI. Old Business
None
- VII. New Business
 - A. Library Board term ending 12/31/19—Lixing Sun will not be continuing.
 - B. Kittitas County Regional Library Board presentation to Commissioners. This year's funding request was \$111,000.
 - C. Public computer time limits. Suggested revisions to current Computer Use Policy.
- VIII. Upcoming Programs: Events for November noted.

~~IX. Unscheduled Business~~ This year's holiday party will take place on December 8, 6:00-8:00, at the Kittitas County Historical Museum

Next regular meeting will be December 10, 2019

Respectfully submitted,
Loretta Gray

Parks & Recreation Advisory Commission
Meeting Minutes – October 9, 2019

DATE OF MEETING: October 9, 2019
MEMBERS PRESENT: PJ MacPhaiden, Joe Sheeran, Shari Smith, Laci Harrison, Jack Frost
OTHERS PRESENT: Parks & Recreation Director Case, Cole Kanyer, Todd Gibson, Laurie Gigstead, Darla Sautter, David Magner

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

MEETING MINUTES - The meeting minutes from the August 14, 2019 meeting were approved with one amendment related to the number of signs being placed at the Reecer Creek floodplain property identifying the area as a critical area. ***All in favor.***

NEW BUSINESS

Parks Partnership Program - The Commission heard the following park partnership proposals:

- **Rotary Park Batting Cages** – Presented by Cole Kanyer and Todd Gibson. The proposal calls for renovation of the batting cages adjacent to Sigler Field. The request is for \$5,000.00.
- **Pickleball Courts at West Ellensburg Park** – Presented by the Ellensburg Pickleball Club. The project calls for the construction of four pickleball courts at the old West Ellensburg Park tennis court. The funding request is for \$13,344.00.
- **18-Basket Expansion of the Ellensburg Disc Golf Course** – Presented by the Ellensburg Disc Golf Club. The project calls for the addition of 18-disc golf baskets at Rotary Park. The amount being requested is \$20,197.20 phased over two years.

There was no action taken by the Commission, there are three more proposals being presented to the Commission at their October 10, 2019 special meeting.

Due to out of town travel Commission member Sheeran left the meeting.

Rotary Pavilion Planning Event Recap- Staff provided the Commission with a recap of the Rotary Pavilion planning event that took place on Monday, October 7, 2019, from 4pm-6pm at the Rotary Pavilion site. Approximately 50 people stopped by the Pavilion and provided their feedback on the future development of the property as a downtown park. Hosting the event at the Pavilion site provided the public with great context on the large space we have to work with. There continues to be an overwhelming amount of community support for the project. Among the most commonly expressed 'wish list'

development concepts is a flexible green open space area, stage, water feature, bathrooms, seating, and play elements. The most commonly expressed concern with the development is the loss of downtown parking.

STAFF REPORT- 1. Danielle Burrill has been hired as our new department secretary. Danielle has been with us for about a month and is doing a great job. 2. The department did not put out a fall brochure this year due to some challenges with getting the brochure produced. Staff will assess the impacts, if any, of how not having a brochure had on program participation and determine the best course of action moving forward. 3. The 'Palouse to Cascade Reconnection Route' is getting a lot of use, in the last four months there has been 99,000 trail trips. A trail counter located just south of Helena Street allows staff to monitor trail use. 4. The Parks Department will be planting 14 new trees at North Alder Street Park through a generous donation from the Queens of Spades Garden Club. Staff plans to plant coniferous trees to help frame the east edge of the park property. 5. City staff from the Ellensburg Police Department, Public Works Department, and Parks & Recreation Department met with Craig's Hill neighbors at the end of September to talk about possible next steps in the ongoing effort to promote safe driving habits in the Craig's Hill neighborhood. As a result of the discussion, staff will be installing additional speed limit signs along 3rd Avenue, install stop signs for east/west traffic at the intersection of 4th & Maple, and install temporary traffic delineators at the intersection of 2nd & Maple and 3rd & Poplar to encourage cars to slow down at these locations. Through speed studies City staff had identified these two locations as having the highest traffic speeds. Meeting attendees did say that the implementation of park hours did have a positive impact on noise level and traffic in the neighborhood.

ADJOURNMENT - A motion to adjourn the meeting was made at 6:45pm. ***All in favor***

**Parks & Recreation Advisory Commission
Meeting Minutes – October 10, 2019**

DATE OF MEETING: October 10, 2019
MEMBERS PRESENT: PJ MacPhaiden, Shari Smith, Laci Harrison, Jack Frost
OTHERS PRESENT: Parks & Recreation Director Case, Becca Wassel, Kevin Camarillo

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

NEW BUSINESS

Park Partnership Program - The Commission heard the following park partnership proposals:

- **KEEN Science in the Parks Mini Camps** – presented by Becca Wassel. The proposal calls for the continuation funding to staff the 'Science in the Parks Mini Camps' program. The request is for \$5,000.00.
- **9-Basket Expansion of the Current Ellensburg Disc Golf Course** – Presented by the Ellensburg Disc Golf Club. The project calls for the addition of 9 seasonal disc golf baskets at Irene Rinehart Riverfront Park. The amount being requested is \$6,149.32.

The proposal from Central Washington Disability Resources (CWDR) was tabled for the November Commission meeting due to the recusal of a Commission member, who serves on the CWDR Board, resulting in the lack of a quorum.

There was no action taken by the Commission.

ADJOURNMENT - A motion to adjourn the meeting was made at 6:05pm. ***All in favor***

**Parks & Recreation Advisory Commission
Meeting Minutes – November 6, 2019**

DATE OF MEETING: November 6, 2019
MEMBERS PRESENT: PJ MacPhaiden, Joe Sheeran, Shari Smith, Laci Harrison, Dan Witkowski
OTHERS PRESENT: Parks & Recreation Director Case

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

MEETING MINUTES - The meeting minutes from the October 9, 2019 and October 10, 2019 meetings were approved. ***All in favor.***

NEW BUSINESS

Parks Partnership Program - The Commission heard the following park partnership proposal:

- **Central Washington Disability Resources Facility Rental** – Presented by Dan Witkowski, Central Washington Disability Resources. The proposal is for renting facility space at the Stan Bassett Youth Center for the purposes of running adult recreation programming. The request is for \$2,080.00.

The Commission heard presentations from each of the 6 applicants for the 'Park Partnership Program'. A total of \$14,690.00 was available in the program, based on their applications and presentations the Commission recommended the following:

Project Name	Amount Requested	Recommended Funding
KEEN Science in the Parks	\$5,000.00	\$5,000.00
CWDR Facility Rental	\$2,080.00	\$2,080.00
Pickleball Courts	\$13,344.00	\$7,610.00
Rotary Park Batting Cages	\$5,000.00	No funding
18-Basket Expansion of Disc Golf Course	\$20,197.20	No Funding
9-Basket Expansion IRRP Disc Golf Course	\$6,149.32	No Funding

The following is a brief explanation for the funding decisions:

KEEN Science in the Parks – Provides important educational opportunities for kids in science and math. Creates a stronger partnership with the free summer lunch program that takes place in City park facilities. Without funding, the program would not be available.

CWDR Facility Rental – The program currently does not have space to run their adult recreation programs. Serves a population with limited recreational opportunities. Great use of a City facility. Without funding, the program would not be available.

Pickleball Courts – Gaining popularity in the community. There are no dedicated courts in Ellensburg. Can be played all ages. Converts an underutilized space into an asset. Without funding, the project would not be possible.

Rotary Park Batting Cages – There are other cages in the community. Batting cages are nice to have but not a necessity.

18 Hole & 9 Hole Disc Golf Expansion – The City already has a 9-hole disc golf course that people can use and which received funding through the Park Partnership Program.

A motion was made and seconded to award funding to the KEEN Science Program in the amount of \$5,000.00, CWDR would receive \$2,080 for facility rental, and the Ellensburg Pickleball Club would receive \$7,610.00 for the development of four pickleball courts at West Ellensburg Park. ***All in favor (Witkowski recused from voting and discussion about the projects).***

OLD BUSINESS

Fitness Court Update – Staff shared with the Commission that the City received a \$30,000.00 grant for the installation of a fitness court. The Commission would like representative from the fitness court company to join a future Commission meeting via conference call to talk in detail about the project.

STAFF REPORT- 1. City park facilities have been winterized, the access road to Irene Rinehart Riverfront Park is closed for the season. Staff will place a portable restroom at North Alder Street Park. Regardless of weather, North Alder gets the most wintertime use because if there's snow a lot of people will go sledding at this park. If there's no snow people will continue to use the playground, walking path, and basketball court 2. The 'Palouse to Cascades Reconnection Route' ribbon cutting event took place November 5th for the latest section of completed trail, located on Central Washington University owned property east of Alder Street between 18th Avenue and Nicholson Boulevard. This section of trail stretches .54 miles. Staff submitted an application for the next section of trail, from Nicholson Boulevard south to the trailhead at the Fairgrounds property. Grant awards will be made the week of November 22nd. When this section is completed, 1.7 miles of the 4.6 mile reconnection route will be completed. 3. Thanksgiving Community Dinner is scheduled for November 27th at the Armory, located at the Kittitas Valley Event Center. This is a free dinner available to the community through a partnership between the FISH Foodbank, Adult Activity Center, Rotary Clubs, and local businesses. 4. Staff is planning to burn a pile of woody debris at IRRP. A couple years ago the majority of the pile burned, staff is working with KVFR on the necessary permits to burn the remaining material. 5. There has been no

feedback from the residents of Craig's Hill regarding the traffic delineators installed by staff as strategy to slow traffic in the neighborhood. 6. Some vegetation removal is planned for McElroy Park which will hopefully minimize potential park flooding. Staff has submitted a critical areas exemption which is being reviewed by the City Community Development department.

ADJOURNMENT - A motion to adjourn the meeting was made at 6:45pm. ***All in favor***



COMMUNITY DEVELOPMENT DEPARTMENT
501 North Anderson Street, Ellensburg WA 98926

MINUTES OF ELLENSBURG CITY PLANNING COMMISSION

Date and Time: Planning Commission meeting of November 14, 2019 at 5:45 p.m.
Place of Meeting: City Council Chambers, Ellensburg City Hall
Present: Gretchen Thatcher, Beverly Heckart, Fred Padjen, Gayl Curtiss, George Bottcher
Absent: Ed Harrell
Others Present: Community Development Director Kirsten Sackett; Senior Planner Angela San Filippo; and Tom Duke

1. CALL TO ORDER

Chairwoman Thatcher called the meeting to order at 5:45 pm.

2. APPROVAL OF AGENDA

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

3. APPROVAL OF MINUTES

Commissioner Heckart moved to approve the minutes of October 24, 2019 as amended. Commissioner Padjen seconded. Motion passed with all in favor.

4. PUBLIC HEARING

- a. Public hearing to consider amendments to Ellensburg City Code 15.395 Wireless Communication Facilities (LEGISLATIVE).

Chairwoman Thatcher introduced the public hearing. Senior Planner San Filippo introduced chapter 15.395 Wireless Communication Facilities. She explained that City Council adopted an interim emergency ordinance for incoming applications while the City developed a permanent chapter for the city code.

The ordinance addresses the demand for different types of wireless facilities. Previously Ellensburg City Code (ECC) did not address small wireless facilities and did not comprehensively address large wireless facilities. The goals of the ordinance are to provide regulations that meet the statutory requirements, preserve the visual and aesthetic character of neighborhoods, address potential crowding in the right-of-way, and ensure safe attachment and operation of private equipment to public infrastructure. The regulations include location requirements, standards for installation, aesthetics and concealment standards, technical review of application, and removal of facilities. A new chapter regarding small cell wireless facilities was also added to the Public Works Standards, and new application forms were created. San Filippo said that Staff recommends the Commission recommend City Council approval of the ordinance.

Thatcher opened the public testimony portion of the hearing. Tom Duke, 421 Circle Ross Rd, Ellensburg, said he is very interested in this topic and has worked in the industry for 30 years. He stated concerns about network outages and recommended companies provide redundant

services. He expressed concern regarding customer needs during service outages. He explained a service that went down for 4 days and the loss of business that resulted.

Discussion ensued about the impact the City can have on companies that provide wireless services. The ordinance addresses siting of facilities, not the actual wireless service. Curtiss said it is not the Planning Commission's role to determine a company's customer service or other business functions.

Discussion ensued regarding regulation of small wireless facilities. Duke said wired circuits are the most reliable and that companies should have redundancy so customers have assurance of service.

Discussion ensued regarding removal of facilities. City attorney Terry Weiner, said chapter 15.395 deals with siting and chapter 11.80 of ECC addresses permit requirements and includes strict requirements about abandonment. The carriers also have to enter into franchise agreements with the City. The Federal Communications Commission (FCC) regulates the actual services.

Heckart asked about the conditional use process. Weiner said they would follow the existing Conditional Use Permit (CUP) process that is already in the ECC. Discussion ensued about pole owners and owner permissions. Weiner said the onus of complying with the regulations is on the owner.

Curtiss asked about public comment opportunities. San Filippo explained that siting facilities on existing poles is a Type I administrative decision. Weiner explained that FCC regulations do not provide opportunity to comment on small wireless facilities. Weiner said providers want to install small wireless facilities on existing facilities that are already in the right-of-way; the vast majority are not going up on private property.

Bottcher asked about right-of-way easements. Weiner said that utility easements define the scope of use and none of the city's easements allow city poles that are on private property to be utilized for the small cell facilities. The City would not allow a company to lease a pole on private property for a non-utility purpose. Discussion ensued about repeaters and whether they are covered by the ordinance.

Hearing no further questions for the public or for staff, Thatcher closed the public hearing and opened up deliberation among the Commissioners.

Heckart suggested a reference to the code for CUPs on page 20. Bottcher said that technology is changing quickly and he hopes there is tolerance for amending this in the future as needed. Discussion ensued regarding clarification on repeaters, and the Commission agreed it was not necessary. Heckart suggested an editorial change on page 21 and said she will provide suggestions on the whereas clauses on page 1 of the Ordinance to the City Attorney.

Curtiss suggested making the public comment opportunities more obvious within the ordinance. Discussion ensued on public comment and the potential size of the small wireless facilities. Heckart made a motion to insert a clause that permits people to object to the installation of a small cell facility. Bottcher seconded. All in favor. Motion passed.

Bottcher made a motion recommending approval of the permit regulations in 15.395 wireless communication facilities as amended. Padjen seconded. All voted in favor; motion passed.

5. OLD BUSINESS

- a. Sign Code – mixed use zoning districts and merging C-T and C-H

San Filippo provided handouts of suggested amendments to the sign code. She said the two new mixed use zones were added consistent with the sign code regulations for C-C and C-C II zones. San Filippo displayed the various code sections where the mixed use zones had been included. Discussion ensued on the different size of political signs based on zoning designation.

San Filippo moved discussion to the height of on-premises signs. She said staff suggested an overlay zone where sign heights are allowed to be higher, rather than trying to define a specific distance from the freeway.

Heckart shared example sign code requirements for signs near freeways from other cities including Moses Lake, Spokane, and North Bend. She said some are similar to the overlay zone suggestion. The Commission did not want to consider higher signs near the freeway. Heckart suggested allowing higher sign heights within a specified radius of the freeway. San Filippo said there are administrative challenges with a radius from the freeway, this is why staff suggested an overlay zone. Heckart suggested allowing higher signs within 250 feet of the freeway in the C-H zone only. No other commissioners agreed with this idea. The Planning Commission recommendation stands to limit the maximum sign height to 35 feet in all zones.

San Filippo moved to off-premises signs. The Commission previously recommended not allowing any off-premises signs. Discussion ensued on this topic. The Commission did not change their recommendation, but also suggested reaching out to the Centerfuse for their recommendation.

San Filippo reminded the Commission about the discussion on restaurants, bars and brewpubs. The definition of a brewpub in city code is a restaurant that ferments their own alcohol on site. She asked the Commission if brewpubs should be combined with restaurants, or bars, or if brewpubs should be listed as its own line item. Discussion ensued.

Padjen motioned to make restaurants its own category that is allowed in all residential areas, and place 'bars and brewpubs' in a different category. Heckart seconded. All voted in favor; motion passed. Curtiss made a motion to allow bars and brewpubs in the mixed use zones. Bottcher seconded. Five in favor; Heckart opposed. Motion passed.

The final item for discussion is laundries and dry cleaners. The Commission previously recommended including laundries and dry cleaners as personal service establishments; staff suggested listing them as a separate use. The Commission agreed to the suggestion, but changed the wording to laundromats and dry cleaners. The Commission agreed to allow laundromats and dry cleaners in R-M, R-H, R-O, C-N, C-H, C-C, C-C-II, I-L and the two mixed use areas.

6. CITIZEN COMMENT

7. STAFF UPDATE/DISCUSSION ITEMS

- a. Essential Public Facilities Update. Director Sackett provided an update to let the Commission know that the City will move forward with permitting the Kittitas County Transfer Station based on current code requirements.

8. SCHEDULE NEXT MEETING

December 12, 2019

9. ADJOURNMENT

Heckart adjourned the meeting at 7:35 pm.

ADULT ACTIVITY CENTER SENIOR ADVISORY COMMISSION MINUTES
Tuesday, November 12, 2019

Meeting called to order at 1:00 p.m. by Chair Ed Sendelbach

ROLL CALL:

Chair – Ed Sendelbach, present

Vice Chair – Marcia Hedrick, present

Secretary – Marcella Gauthier, late

Members of the Commission attending include Mildred Miller, Wendy-Jean Fischer, Helen Burrows, and Nancy Hultquist.

Guests: Katrina Douglas, AAC Coordinator and Nicole Klauss, City Council Member, Deborah Boudreau, AmeriCorps member, and Connie Bright, former commission member.

Review and approval of October 2019 minutes with one correction on a motion that had been made by Marcia Hedrick and was written that Nancy Hultquist was the one who had made the motion. Motion made for approving of minutes by Helen Burrows, seconded by Nancy Hultquist, approved by Commission vote.

OLD BUSINESS

- None

NEW BUSINESS

Senior Spotlight – Rebecca Casper declined to become December's spotlight. Will nominate a replacement.

- December Spotlight – Nancy Hultquist nominated Shirley Sendelbach, 2nd by Mildred Miller. Motion carried out.
- January Spotlight – Rich Baker, originally on has recently passed away. Katrina will check into making it a memorial spot for him.
- February Spotlight – Clara Bacon was nominated by Helen Burrows and 2nd by Marcia Hedrick, motion carried.

- Exercise Class / Training Costs

Katrina explained how she has a budget for training and why we are in need of volunteers to help out with our exercise classes. No comments made by commission.

- Commission Member Reports /Other Business – Katrina Douglas explained about the Community Basket, now being called the Community Christmas. November 27, 2019 from 3:15-6:45 will be the Community Thanksgiving Dinner, held at the old Armory building. Volunteers needed to help set up and serve if interested.

- Staff Reports - October's check-ins 1,358
New/renewals – 26

Ed Sendelbach wanted to take this time to wish all of the committee a happy and safe Thanksgiving.

ADULT ACTIVITY CENTER SENIOR ADVISORY COMMISSION MINUTES
Tuesday, November 12, 2019

Deborah Boudreau wanted us to know that we had received a grant from the Health Department which we received 300 blue bags too late for the Fall Prevention Program, so she wanted to hand them out to all of us and members of the center.

Meeting adjourned at 1:30 p.m. Motion made by Helen Burrows, seconded by Nancy Hultquist, passed by Commission vote.

Next Senior Advisory Commission meeting will be held on December 10, 2019 at 1:00 p.m.

City Council Meeting Date: January 6, 2020

Submitted by: Terry Weiner, Asst. City Manager/City Attorney

Must Approve: ☒ City Attorney ☒ Finance  City Manager

Additional Approvals: ☒ Human Resources ☐ Other Department

Agenda Subject: Approval of OPEIU Local No. 8 Labor Agreements for 2020-2022

Action Requested (check all that apply):	Ord. 1 st reading ☐	Ord. 2 nd reading ☐	Legislative Hrg. ☐	Quasi-Judicial Hrg. ☐	Appeal Hrg. ☐
	Adopt Resolution ☐	Approve contract ☒	Approve budget adjustment ☐	Approve – other ☐	Review Report or Study ☐
	Direction to staff ☐	Discussion only ☐	Bid Award ☐	Other ☐ (describe):	

BACKGROUND/SUMMARY: Staff has completed negotiations for two separate, three-year collective bargaining agreements with Office and Professional Employees International Union (OPEIU) Local No. 8 for its City General and Library bargaining units. Negotiations were conducted one to two times per week, and therefore concluded after approximately one month. Tentative agreements have been reached between the parties' negotiating teams and ratified by the bargaining units' members. The two agreements are the same in almost all particulars.

PREVIOUS COUNCIL ACTION: The previous agreement was approved by City Council in February 2017, and expired December 31, 2019.

ANALYSIS: The new wage package provides that bargaining unit members will receive increases of 3.0% each year from 2020 through 2022, which is consistent with current contracts for the City's other bargaining units. In addition, part-time employees in the Library Unit who are not eligible for City health insurance coverage will see their stipend to help purchase health insurance increase from \$130 to \$150 per month. The General Unit also will be allowed to have shop stewards at additional locations in the City.

In the past year leading up to contract negotiations, the parties negotiated two Memoranda of Understanding pertaining to changes in the Union Security and Sick Leave provisions necessitated by changes in state and federal law. Those changes have been incorporated into the new agreements. In addition, revisions sought and obtained by the City include:

- Increasing the ability to extend the probationary period for newly hired employees from 30 to 90 days. Article 3.2(a)
- Changes to the disciplinary system to clarify progressive discipline requirements may not apply to situations involving egregious behavior or offenses, and extending the timelines for addressing discipline. Articles 4.4(a) and (b)
- Adding a new section to the grievance procedures requiring that as a first step, employees should first attempt to resolve the issue with their immediate supervisor. The existing grievance process requires a written grievance to the department head as the first step. Article 12.4, Step 1
- Technical changes to how employee choice and holiday pay are prorated for employees, which will help simplify the payroll system.
- A new requirement that employees must submit vacation requests for more than 32 hours at least two weeks prior to the planned leave. Article 14.7
- Including the Ellensburg Police Department's part-time Code Enforcement position as part of weekend scheduling provisions, and allowing the department to adjust the work schedules (with the consent of the employee) of other employees to provide coverage for absences due to vacation or sick leave. Article 16.1(c)

FINANCIAL IMPACT: The estimated increase in wage and benefit costs from the proposed Agreement is approximately a total of 10.33% over three years, and slightly higher for the Library unit because of the increased health insurance stipend. The amount for the first year, \$109,881, will need to be added to the 2020 budget. The increases for 2021-22 will be budgeted within the respective biennial budget.

RECOMMENDED ACTION OR MOTION: Approve the 2020-2022 collective bargaining agreements with the OPEIU Local No. 8 for its General and Library Units, approve the necessary budget adjustments, and authorize the Mayor and City Manager to sign the agreements.

Attachments:

- 2020-2022 Collective Bargaining Agreement between OPEIU Local No. 8 and the City of Ellensburg (General Unit)
- 2020-2022 Collective Bargaining Agreement between OPEIU Local No. 8 and the City of Ellensburg (Library Unit)



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, 2020 THROUGH DECEMBER 31, 2022

COLLECTIVE BARGAINING AGREEMENT
OPEIU LOCAL 8 – CITY OF ELLENSBURG

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COLLECTIVE BARGAINING AGREEMENT

CITY OF ELLENSBURG

THIS AGREEMENT is made and entered into at Ellensburg, Washington, this 1st day of January 2020 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 City has endorsed the practice of the 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 of the obligation of the City acting through the City Manager to retain the right effectively to operate in a responsible and efficient manner and are consonant 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, Energy Services, Recreation, Planning and Community Development, and Police Departments of the City of Ellensburg, Washington, excluding supervisors and confidential employees.

Section 1.2 Employees within a classification funded by Federal or State Manpower Training Programs shall be excluded from coverage of this Agreement and the high school cooperative educational program currently in place. 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 applicable fund revenues, the incumbent and the City 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

UNION SECURITY

Section 2.1 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 social security number. 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 2.2 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 2.3 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 City 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 City for any deductions made or not made unless a claim of error is made in writing to the City within forty-five (45) calendar days after the date such deductions were or should have been made.

Section 2.4 HARDSHIP FUND. The Employer agrees to deduct the specific sum from the salary of any member of the bargaining unit who voluntary executes an OPEIU Local 8 Hardship Fund Check-Off Authorization form. Employees 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 City 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 3

HIRING, PROMOTIONS AND DOWNGRADES

Section 3.1 Procedures relating to the filling of vacant and promotional positions.

Section 3.1(a) Notice of all job vacancies shall be posted for five (5) working days in all City

Departments wherein employees of this Agreement are covered. The posted notice will include a brief description of the qualifications and responsibilities of the vacant position.

Section 3.1(b) Unless mutually agreed to in writing by the Employer and Union, only covered employees who make timely application by submitting an Employee Requested Transfer/Promotion Application during the five (5) workday period will be considered eligible for the vacant position. An employee who does not submit an Employee Requested Transfer/Promotion Application during this five (5) day work period may still apply for the position by the 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 19.2(a) shall not apply if the application is for a promotional opportunity.

Section 3.1(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. It is the desire and intent of the Employer to fill job vacancies from qualified applicants within the City before hiring new employees, provided the employees who apply have the required qualifications for the particular job, including but not limited to, any required education, training, experience and/or certifications, as well as an acceptable level of performance in his/her current position based on a review of the employee's attendance, performance evaluations, commendations and/or disciplinary notices.

Section 3.1(d) The awarding of all vacant and promotional positions shall be subject to the seniority system of Article 19.

Section 3.1(e) The City shall not be denied the right to employ an individual from outside sources once the provisions of Sections 3.1(a), (b), (c), and (d) have been exercised and it has been determined covered employees who have made application through the Employee Requested Transfer/Promotion Procedure are deemed unqualified for the position.

Section 3.1(f) A regular employee who has been employed for at least twelve (12) months by the City and who 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 receive the full current base salary of the new position immediately upon starting the job. Employees who have not been employed by the City for twelve (12) months and/or who transfer into a position which is not substantially similar to the one from which the employee has transferred shall receive not less than ninety percent (90%) of the current base salary for the position for the first three months and the full base salary thereafter, provided the employee has successfully completed his or her probation; payment of the full base salary requires the completion of probation.

Section 3.1(g) WORK IN A HIGHER PAY CLASSIFICATION. An Employee who is temporarily assigned, in writing by his/her Department Head 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 work days for each separate and specific instance or work project. If the starting pay level of the higher class 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.

Section 3.2 PROBATIONARY SCHEDULE.

Section 3.2(a) Newly hired employees shall have a six (6) month probationary period. Such period shall be for the purpose of ascertaining fitness for regular employment with the City in the position occupied. The probationary period may be extended by the Department Head for an additional ninety (90) days. Employees that have an extended probationary period will receive a performance plan that clearly outlines areas of performance that need to be addressed. Newly hired employees shall be paid no less than eighty percent (80%) of the current base salary during the first six (6) months of employment with the City, no less than ninety percent (90%) during the next six (6) months, and the full base salary on their one year anniversary date of hire.

Section 3.2(b) A current employee who has completed a probationary period and transfers into another position with substantially the same duties, skills, and knowledge shall have a ninety (90) day trial service period. An employee who has completed a probationary period and transfers into another position that does not have substantially the same duties, skills, and knowledge shall be paid no less than the higher of either eighty percent (80%) of the current base salary of the new position or the base salary of their former position, and have a six (6) month trial period. If the employee has not completed a probationary period, and/or if the duties, skills, and knowledge of the new position are not substantially the same as those of the position from which the employee has transferred, the trial service period shall be for six (6) months.

Section 3.3 DOWNGRADES.

Section 3.3(a) A newly-transferred regular employee who is deemed unable to satisfactorily perform the duties of the new position during the trial service period, or who voluntarily requests to demote, 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 3.3(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 City which become available. 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 4

DISCIPLINE AND TERMINATION

Section 4.1 The Employer shall not discharge or suspend an employee with seniority without just cause. The Employer retains the right to discipline or discharge initial probationary 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 handicap discrimination, sexual harassment).

Section 4.2 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 4.3 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 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 4.4 A uniform notice system shall be used for poor work performance, or violations of City 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 warning notice 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 warning notices shall have been given to the employee. The latter total of three (3) shall include any which were given prior to suspensions(s).

Section 4.4(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 City vehicles, unprovoked assault on an employee or a supervisory employee while on duty, selling, using or being under the influence of illegal drugs (either under state or federal law) while on duty, or willful, wanton or malicious damage to City property.

Section 4.4(b) A copy of all written warning notices shall be submitted to the employee, Shop Steward and Union 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 warning notice 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 City employees. Any extension beyond twenty-one (21) days requires agreement of the Union, which shall not be unreasonably withheld.

Section 4.4 (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 warning notices. 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. A written warning letter will be removed from the employee's personnel file after twelve (12) months from the date of issue provided that no other discipline has been issued within the twelve (12) months period. If another written disciplinary notice has been issued within this time period for the same or similar reason(s), then both written disciplinary notices shall remain in the personnel file for an additional twelve (12) months from the date of the latest written disciplinary notice. In any event, twelve (12) months may be extended to twenty-four (24) months for egregious offenses or behavior, including but not limited to dishonesty, drinking of alcoholic beverages while on duty, gross negligence resulting in a serious accident while on duty, the carrying of unauthorized passengers in City vehicles, unprovoked assault on an employee or a supervisory employee while on duty, selling, using or being under the influence of illegal drugs (either under state or federal law) while on duty, or willful, wanton or malicious damage to City property. If another written disciplinary notice has been issued within the twenty-four month time period for the same or similar reason(s) as any previous discipline in the employee's personnel file, then both written disciplinary notices shall remain in the personnel file for an additional twenty-four months from the date of the last written disciplinary notice.

ARTICLE 5

EMPLOYEE PERFORMANCE REVIEWS

Section 5.1 ANNIVERSARY DATE, EMPLOYEE PERFORMANCE REVIEW.

Section 5.1(a) After an employee has successfully completed the appropriate period of probation 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 the review and appraisal of an employee's performance against established standards for a given position, the appraisal to be made by the employee's immediate supervisor with a final review by the Department Head. A suitable standard form for properly conducting an "Employee Performance Review" shall be developed by the City Manager which form shall be used in making reviews.

Section 5.1(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 Head. The reviews shall include an interview between the employee and the employee's supervisor.

Section 5.1(c) Each covered employee shall be provided with a copy of the completed performance review.

ARTICLE 6

NON-DISCRIMINATION

Section 6.1 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 6.2 The Employer and the Union agree not to discriminate against any employee for activities on behalf of or for membership in the Union.

Section 6.3 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 (including gender identity) age, marital status, status as a disabled or Vietnam era veteran, or the presence of a handicap, and the Employer shall fully comply with all applicable local, state and federal laws.

Section 6.4 The Employer and the Union jointly recognize the need for compliance with the Americans with Disabilities Act (ADA); the Employer shall comply with the terms and conditions of that Act.

ARTICLE 7

WORKING RULES

Section 7.1 The City 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 City. 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

MANAGEMENT RIGHTS

Section 8.1 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 8.1(a) The right to establish reasonable work rules and notify the Union as prescribed in Article 7, Section 7.1.

Section 8.1(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 16 of this Agreement.

Section 8.1(c) The right to discipline or discharge employees only for just cause.

Section 8.1(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 8.1(e) The right to determine schedules of work, including flex-time and hours of work to establish the methods and procedures by which the work is to be performed, insofar as it is not inconsistent with the terms of this Agreement.

Section 8.1(f) The right to expect a covered employee to perform incidental duties only temporary in nature directly and reasonably related to responsibilities prescribed in the job description although these incidental duties may not be specifically enumerated in such job description. It is not meant by the performance of these duties to replace work or jeopardize bargaining unit positions.

Section 8.1(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 City 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 8.1(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 8(i) The employer agrees that volunteers shall not be used for the purpose of displacing regular full-time or regular part-time positions.

ARTICLE 9

CONFLICT OF CONTRACT WITH RESOLUTIONS OR ORDINANCES

It is agreed that it is the intention of the parties that this Agreement shall be consistent with the personnel 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 10

CONTINUATION OF WORK AND LOCKOUTS

Section 10.1 The Union agrees that there shall be no strikes, work stoppage or work slowdown during the term of this Agreement.

Section 10.2 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 10.3 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 11

UNION BUSINESS

Section 11.1 The members of the Union Negotiating Committee, no more than two (2) in number, shall be granted leave from duty without any loss of pay for all meetings between the Employer and the Union for the purpose of negotiating the terms of a contract, when such meetings take place at a time during which any such members are scheduled to be on duty.

Section 11.2 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 11.3 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 his/her designee. Said investigation shall be conducted so as not to unreasonably disrupt City operations.

Section 11.4 The Union shall have the right to set up its regular shop steward machinery, but no more than two (2) stewards shall be selected by the Union to act as steward at each of the following designated locations: City Hall and Police Headquarters, along with no more than two (2) additional stewards for the Parks & Recreation Department regardless of work location, and the employee so chosen shall be certified in writing to the Employer. A steward so certified may investigate and discuss grievances with individual members and such investigations will generally take place during City time, but with prior approval of the appropriate Department Head. This shall not preclude the shop steward from being allotted time to handle routine Union affairs provided that such activity shall be conducted so as not to unreasonably disrupt City operations. The shop steward may take and receive telephone calls on behalf of the Union.

Section 11.5 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 City facilities, supplies, or equipment.

Section 11.6 Consistent with Articles 11.4 and 11.5, and following notification to the steward's Department Director, stewards shall be afforded reasonable time for the investigation of grievance issues. Other Union business will only be discussed on employer time to the same extent and with similar restrictions as the City allows employees to discuss other non-City issues during work hours.

ARTICLE 12

GRIEVANCE PROCEDURE

Section 12.1 POLICY. The parties recognize that the most effective accomplishment of the work of the City 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 12.2 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 12.3 SPECIAL PROVISIONS.

Section 12.3(a) The term “employee” as used in this Article shall mean an individual employee, or group of employees, accompanied by a representative.

Section 12.3(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 normal City 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 Head.

Section 12.3(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 Head so that necessary scheduling arrangements can be made. In addition, the Union shall reimburse the City at the employee’s regular hourly rate for paid duty time devoted to appearance for the Union.

Section 12.3(d) A grievance may be entered into or advanced to any step in the grievance procedure if the parties so jointly agree.

Section 12.3(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 12.3(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 12.4 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 head and the Union steward.

Step 2 - Written Grievance to Department Head.

If a complaint is not resolved at Step 1, then a grievance may be submitted to the appropriate Department Head 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 Head 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 Head, he or she may, within fourteen (14) calendar days of the date of the Department Head'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 he or she deems 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 striking first which struck second in the previous arbitration.
- (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 13

TECHNOLOGICAL CHANGES

Section 13.1 When the Employer makes such technological changes as it deems necessary, such as, but not limited to, the introduction of automative 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 13.2 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 13.3 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 14

VACATION PLAN

Section 14.1 Vacations shall be earned as follows:

<u>Years Completed</u>	<u>Earned Per Month</u>	<u>Earned Each Year</u>
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 14.2 All employees shall be encouraged to take vacation time as it accrues each year. Employees hired prior to January 1, 1991, may defer up to 240 hours of accrued vacation. Employees hired after January 1, 1991, 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 Head, or his/her 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 14.3 No vacation may be taken during the probationary period of employment unless it has been earned and its use has been approved in writing by the appropriate Department Head. Newly-promoted or transferred employees shall be immediately eligible to use all previously-earned vacation leave.

Section 14.4 On termination of employment, employees shall be paid for accrued and unused vacation time. Employees hired after January 1, 1991, will be paid for no more than 240 hours of accrued and unused vacation upon termination.

Section 14.5 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 14.6 Prorated annual vacation allowance may be used only when the employee has completed five (5) consecutive months of service. Vacation credits may be used in one quarter (.25) hour increments upon approval of the Department Head. Upon exhausting sick leave, an employee may use vacation credits during periods of illness.

Section 14.7 Vacation leave requests for requests over thirty-two (32) hours should normally be submitted a minimum of two 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 in vacation leave usage may be informally taken to the department director, and his/her determination shall be final.

ARTICLE 15

LEAVES

Section 15.1 ACCUMULATION OF SICK LEAVE.

Section 15.1(a) Sick leave will be earned as follows:

<u>Per Month</u>	<u>Accruable</u>
1 Day (8 hours)	Sick leave to accrue without limit

Section 15.1(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 15.1(c) No employee shall, by this Agreement, lose any sick leave accrued prior to the effective date of this Agreement.

Section 15.1(d) Covered employees shall earn no sick leave credits in the event the employee is off his or her job for a period longer than thirty (30) days, except as provided in Section 15.8(b) and when an employee is on paid leave under Section 15.9.

Section 15.2 USE OF SICK LEAVE.

Section 15.2(a) All full-time and regular part-time employees covered by this Agreement shall be entitled to sick leave pay at the employee's regular rate of pay when they are incapacitated for the performance of their duties by reason of sickness or injury, or when through exposure to contagious diseases, the employee at his or her post of duty would jeopardize the health of others. An employee may use sick leave to care for a family member in the event of illness or injury as defined in and 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 City. 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 Head prior to the absence. The City 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 15.2(b) SICK LEAVE ON VACATION. Whenever an employee off duty on paid vacation is actually injured or ill during that period, the employee may charge such absence to his or her sick leave account by sending prompt notice of sickness or injury to the Department Head. Remaining vacation shall then be deferred and loss of that vacation time shall not occur. The City may require a written statement from a medical doctor to validate a claim for sick leave during a period of vacation.

Section 15.2(c) The City reserves the right to require a covered employee to submit to a physical examination by a City approved physician at City expense.

Section 15.2(d) Employees may voluntarily donate their accrued sick leave in accordance with City Policy. Such donation of sick leave shall not be considered personal usage.

Section 15.3 SICK LEAVE PAYMENT UPON TERMINATION. Employees covered by the terms of this contract as of February 1, 1986, upon termination of employment for any reason except discharge for just cause shall be paid a sum equal to half of all accrued sick leave up to a maximum of 960 hours (payment not in excess of 480 hours). Any employee covered by this contract who starts employment on or after February 1, 1986 shall not accrue any sick leave for the purposes of payment upon termination.

Section 15.4 BEREAVEMENT LEAVE.

Section 15.4(a) In the event of a death of a member of an employee's immediate family the employee shall be granted a maximum of five (5) working days leave on any one occasion, the first two (2) days of which shall be without loss of pay. Additional bereavement leave beyond five (5) days may be authorized by the City Manager.

Section 15.4(b) Except for the first two days of bereavement leave, such leave shall be charged against the employee's accrued sick leave.

Section 15.5 MATERNITY LEAVE.

Section 15.5(a) The Union and the Employer agree that it is an unfair practice to discharge or penalize an employee in terms and conditions of employment because the employee requires time away from work for childbearing or placement for adoption or foster care.

Section 15.5(b) An employee who fulfills the notice requirements of this section shall be entitled to take a leave of absence for childbirth, or placement for adoption or foster care and thereafter return to her or his job under the same terms and conditions as any covered employee who is off the job for temporary disability.

Section 15.5(b)(1) To be entitled to leave under this section, an employee shall inform his or her supervisor in writing in advance of the anticipated childbirth or placement for adoption of his or her intention to take leave according to the requirements of Ch. 49.78. Notice must usually be given at least thirty (30) days in advance of the anticipated date of delivery or adoption, subject to certain exceptions. For premature birth, incapacity, or unanticipated placement for adoption, notice should be given as soon as possible, but at least within one working day of the birth, placement or incapacitation.)

Section 15.5(b)(2) Any employee on maternity leave shall be reinstated without loss of seniority to his or her former position or to an equal paying commensurate position.

Section 15.5(b)(3) Disabilities caused by childbirth and recovery there from shall be treated as such under the applicable sick leave, disability and health insurance programs named in this contract.

Section 15.5(b)(4) The laws against discrimination shall apply to married and unmarried employees alike. The Employer's maternity leave policy and benefits shall apply equally to married and unmarried employees.

Section 15.5(b)(5) The Employer shall continue the payment of negotiated health insurance premium(s) for as long as the employee is utilizing paid leave (Washington State Family and Medical Leave, sick, vacation, and/or holiday) or unpaid leave, as required by the Family and Medical Leave Act and/or Washington Family Leave Act. Other than as required by the above-cited Family and Medical Leave and Washington Family Leave Act exception, the employee is responsible for the payment of insurance premiums during any authorized leave of absence with pay.

Section 15.6 MILITARY LEAVE.

Section 15.6(a) In the case of military leave, the City of Ellensburg abides by the provisions of the laws of the State of Washington (RCW 38.40.060).

Section 15.6(b) Employees who are members of the National Guard or Federal Military Units are entitled to be absent from their duties for up to twenty-one (21) workdays with pay during each year beginning October 1st and ending the following September 30th while engaged in performance of ordered military duty and while going to and from such duty.

Section 15.7 MEDICAL LEAVE OF ABSENCE.

Section 15.7(a) Based upon a physician's written recommendation, an employee may be granted an additional unpaid medical leave for up to nine (9) months after the employee's leave under the Family and Medical Leave Policy has been exhausted, upon written approval from the City Manager. An employee returning from an approved leave shall be reinstated in the position held at the time the leave was granted or other equivalent position, if available, or the first available position for which the employee is qualified to perform. Accrued sick leave and vacation shall be taken before the leave of absence begins and the employee shall not

accrue vacation, sick leave, seniority or other benefits during the medical leave granted under this provision.

Section 15.7(b) An employee on an approved Medical Leave of Absence shall not earn sick leave credits while on such leave.

Section 15.8 INDUSTRIAL ACCIDENT LEAVE.

Section 15.8(a) Any employee covered by this Agreement who sustains a job-related injury or illness while on his/her regular job and is unable to return to work for more than a week, will be granted Family Medical Leave. 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 cannot use sick leave or paid vacation and receive worker's compensation at the same time, because this results in a "double payment." If a double payment occurs, employees must use the time loss money from worker's compensation to "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 who has received sick leave or paid vacation to cover a work-related injury or illness, later receives a worker's compensation time loss check, he/she must turn the check over to payroll. Failure or refusal to re-pay the City for any duplication of benefits will be considered fraudulent and may subject the employee to discipline, including termination. 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 additional worker's compensation time loss payments until he/she is able to return to work or the employee's condition can no longer be accommodated through medical leave or light duty options.

Section 15.8(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 his/her regular job assignment or has been declared by the State Industrial Board to be permanently disabled.

Section 15.9 FAMILY CARE AND FAMILY LEAVE LAWS. The City and the Union recognize the applicability of Chapters 49.12, relating to industrial insurance; and 49.78 RCW, the Washington Family Leave Act; and of the Federal Family and Medical Leave Act of 1993 to this Agreement. The City will comply fully with these Acts, and an employee may take leave as is provided by them or by this Agreement.

ARTICLE 16

WORK SCHEDULE AND OVERTIME

Section 16.1 WORK SCHEDULE.

Section 16.1(a) The regular hours of work shall be worked between 7:00 a.m. and 6:00 p.m., not to exceed forty (40) hours in any one 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 16.1(b) Each employee shall receive a lunch period of sixty (60) minutes approximately one-half 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 employee shall receive a relief period not to exceed fifteen (15) minutes approximately one-half way through the morning shift and approximately one-half way through the afternoon shift of each working day, in accordance with a schedule to be established by the Employer. 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.

Section 16.1(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 responsible for activities and programs offered by the Parks and Recreation Department during non-business hours where the Department's employee has agreed to adjusted work hours. It is understood that the Employer may, with the consent of the employee involved and the Union, change the hours of any job where the working hours no longer meet the requirements of the workflow, or to provide coverage for positions including, but not limited to the part-time Code Enforcement position, and positions responsible for weekend activities and programs offered by the Parks and Recreation Department, when those employees are on approved vacation or sick leave.

Section 16.1(d) Employees shall begin their work at the time established by the Department Head. 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 16.1(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 8 - 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 16.1(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 16.2 OVERTIME.

Section 16.2(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.

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 16.2(b) Authorized overtime shall be paid in increments of one-quarter hour; an employee shall record his/her time to the nearest quarter hour.

Section 16.2(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 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 times the regular hourly rate of pay. Holiday pay shall be paid in addition to any pay for hours worked on a holiday.

Section 16.2(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 City premises. If an employee receives such notice of work to be done before leaving the City 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 16.2(e) Employees who are required to work overtime four (4) or more hours beyond their regular shift, shall be reimbursed up to \$15 for the cost of a meal, payment to be made after presentation of a receipt.

Section 16.2(f) Overtime will be offered and assigned on a rotational basis whenever practicable.

Section 16.2(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.

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
Presidents' Day	Thanksgiving Day
Martin Luther King's Birthday	Day after Thanksgiving
Memorial Day	Christmas Day
Independence Day	Employee Choice Days (6)

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 Head. If the request is denied, a mutually agreeable date should be selected at that time.

An employee shall be able to take his/her 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, he/she shall reimburse the City 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(b) 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 all hours compensated per month.

Section 17.2 An employee authorized by his/her 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 the preceding Friday. If the holiday falls on Sunday, the following Monday shall be considered the 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 City. 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 he/she 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

DEFINITIONS

Section 18.1. The following definitions are applicable in the interpretation and administration of the specific provisions of this Agreement.

Section 18.1(a) FULL-TIME EMPLOYEE. Any employee covered by this Agreement who is scheduled to work a full forty (40) hours per week.

Section 18.1(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 18.1(c) PROBATIONARY 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 18.1(d) TEMPORARY EMPLOYEE. Any employee who is employed by the City for less than four (4) months.

Section 18.1(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.

ARTICLE 19

SENIORITY

Section 19.1 ACCUMULATION OF SENIORITY.

Section 19.1(a) The following seniority rules shall apply to each bargaining unit employee.

Section 19.1(b) Consistent with Section 19.1(a), seniority shall be determined by continuous length of full-time and regular part-time service with the Employer.

Section 19.1(c) Consistent with Section 19.1(a), 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 19.1(d) Seniority shall not apply during the probation period of new employees. Upon the completion of the probationary period, all names must appear on the seniority list as of the first day of employment.

Section 19.1(e) 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 19.2 SENIORITY PRIORITY FOR PROMOTIONAL CONSIDERATION.

Section 19.2(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 19.2(b) The City 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 City's opinion, the relative ability of the employee.

Section 19.3 BREAKS IN SENIORITY.

Section 19.3(a) A break in seniority shall occur if an employee is discharged for just cause or voluntarily terminates employment.

Section 19.3(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 19.3(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 19.4 SENIORITY LIST. Once a year, during the month of January, the City shall supply each employee and the Union with a seniority list.

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 City shall be the first laid off. If the affected employee is not the least senior member of the bargaining unit, the City shall place the employee in a job classification within the bargaining unit deemed appropriate by the City 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 ninety (90) days (or one hundred and eighty (180) days if the employee is required to obtain a certification) of the employee's transfer into the new position. This process shall continue at the City's discretion until the least senior employee within the job classification is laid off.

Section 20.1(b)(2) 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 City 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)(3) 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 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 19.

Section 20.2(c) The names on the recall list will be removed by Management in accordance with Article 19, Sections 19.3(b) and 19.3(c).

Section 20.2(d) An employee recalled and reinstated to his or her 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

OUTSIDE TRAINING PROGRAMS

Section 21.1 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 21.2 Training periods may be conducted during and/or after regular working hours.

ARTICLE 22

JURY DUTY AND WITNESS PAY

Section 22.1 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 City or in connection with the employee's official City duties.

Section 22.2 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 23

RETIREMENT PLAN

Section 23.1 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 City of Ellensburg at the rate established by state statutes.

Section 23.2 An employee may also participate in any voluntary deferred compensation plan made available by the City.

ARTICLE 24

WAGE SCHEDULE

Section 24.1 Effective January 1, 2020, employees' pay rates and the wage schedule for the bargaining unit shown in Appendix "A" shall be increased by three percent (3%).

Effective January 1, 2021, employees' pay rates and the wage schedule for the bargaining unit shown in Appendix "A" shall be increased by three percent (3%).

Effective January 1, 2022, employees' pay rates and the wage schedule for the bargaining unit shown in Appendix "A" shall be increased by three percent (3%).

Section 24.2 Effective January 1, 1991, 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 24.3 Effective January 1, 2020, meter readers shall receive an allowance of \$150 for the replacement of one (1) pair of work shoes per calendar year.

Section 24.4 Regular employees using a personal vehicle for City business shall be compensated at the prevailing City rate.

Section 24.5 Effective August 1, 2002, 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.

Section 24.6 The City will conduct a compensation market survey of position included under

this Agreement to be completed by December 31, 2016. The survey will be shared with Union. The City retains the right to determine how the results of the survey are implemented, but will not reduce the salary of any position as a result of the survey.

ARTICLE 25

COMPENSATION SCHEDULE

Section 25.1 The City shall pay each full-time employee at least twice monthly.

Section 25.2 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 25.3 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 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 City 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 City'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; provided however, part-time employees who were covered employees under the terms of this contract as of January 1, 2012, shall be eligible for such benefits provided they work a minimum of twenty (20) hours per week.

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 his/her 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; provided however, part-time employees who were covered employees under the terms of this contract as of January 1, 2012, shall be eligible for such benefits provided they work a minimum of twenty (20) hours 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 If the Employer establishes a *Flexible Benefits Program* during the term of this Agreement, the Union and the Employer shall meet to discuss participation by bargaining unit members.

ARTICLE 26A

CLOTHING

The City 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 City 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 City, and the employee shall return the equipment or clothing to the City upon separation from City service. Use of City-purchased equipment and clothing should be confined to on-duty hours; provided, however, an employee may wear City-purchased clothing while in transit directly to and from work.

ARTICLE 27

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 28

PRODUCTIVITY

It is mutually agreed that the City Manager and Office and Professional Employees Local No. 8 shall work together, individually and collectively to meet the 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 City government.

ARTICLE 29

DURATION

Section 29.1 This Agreement shall be in effect from January 1, 2020 through December 31, 2022. 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, 2022.

Section 29.2 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.

Section 29.3 During the City Manager's preparation of the preliminary budget, the City Manager shall consider the Union's requests and discuss them with the Union's collective bargaining committee. Any agreement reached concerning the Union's requests shall be reduced to writing in a Memorandum of Understanding which shall be signed by the City Manager and members of the Union collective bargaining committee and shall be incorporated as a part of the preliminary budget. Nothing herein shall be so construed as to require approval by the Union of any budget, nor any portion thereof, before its submission to and adoption by the City Council, and nothing herein shall be construed as binding the City Council to anything incorporated in a Memorandum of Understanding between the Manager and the Union.

ARTICLE 30

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 31

CIVIL SERVICE RULES AND REGULATIONS

The Employer and Union shall establish a labor/management committee to meet by April 1, 1997 to address the Civil Service Rules and Regulations as they relate to bargaining unit employees.

ARTICLE 32

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.

ARTICLE 33

LABOR MANAGEMENT COMMITTEE

The Employer and the Union will establish a single joint Labor/Management Committee for both the General and Library units of the Union, which will meet at least every four 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.

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COLLECTIVE BARGAINING AGREEMENT
OPEIU LOCAL 8 – CITY OF ELLENSBURG

EXECUTED in Ellensburg, Washington this ____ day of January, 2020.

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

By _____
Angie Wedekind, Union Representative

By _____
Mayor

By _____
Suzanne Mode, Business Manager

By _____
John Akers, City Manager

By _____
Brandon Ambrose, Bargaining Committee

ATTEST:

By _____
City Clerk

By _____
Shannon Johnson, Bargaining Committee

Approved as to form:

City Attorney

COLLECTIVE BARGAINING AGREEMENT
OPEIU LOCAL 8 – CITY OF ELLENSBURG

APPENDIX "A" WAGES CITY OF ELLENSBURG			
<u>Classification</u>	<u>1-01-2020</u> <u>3%</u>	<u>1-01-2021</u> <u>3%</u>	<u>1-01-2022</u> <u>3%</u>
Account Clerk I/RPZ	3462	3566	3673
Account Clerk II	3836	3951	4069
Accounting Specialist	4547	4684	4824
Adult Activity Coordinator	4545	4682	4822
Animal Control Officer	3980	4099	4222
Animal Shelter Aide (Part-time)	14.40	**Wages based on minimum wage RCW 49.46.020	
Associate Planner	5136	5290	5448
Billing Specialist	4087	4210	4336
Code Enforcement Officer	3820	3935	4053
Community Development Adm Secretary	3774	3887	4004
Development Coordinator	6016	6196	6382
Energy Auditor (Part-time)	25.29	26.05	26.83
Energy Services Administrative Secretary	3774	3887	4004
Energy Specialist	5478	5642	5811
Engineering Aide/Public Works Assistant	4352	4482	4617
Engineering Specialist – Gas	5896	6073	6255
Engineering Specialist – Light	6205	6391	6583
Engineering Tech – Gas	5151	5306	5465
Engineering Tech – Light	5815	5989	6169
Engineering Tech III (Arborist)	5816	5990	6170
Engineering Technician I	4938	5086	5239
Engineering Technician II	5151	5306	5465
Engineering Technician III	5525	5691	5861
ERRC Assistant Coordinator	2646	2725	2807
ERRC Coordinator	3936	4054	4176
GIS Coordinator	6047	6229	6415

COLLECTIVE BARGAINING AGREEMENT
OPEIU LOCAL 8 – CITY OF ELLENSBURG

APPENDIX "A" WAGES CITY OF ELLENSBURG			
<u>Classification</u>	<u>1-01-2020</u> <u>3%</u>	<u>1-01-2021</u> <u>3%</u>	<u>1-01-2022</u> <u>3%</u>
GIS Specialist	5076	5228	5385
GIS Technician	4352	4482	4617
Key Accounts Rep	5743	5916	6093
Mapping/CAD Technician	4352	4482	4617
Meter Reader	3820	3935	4053
Network/Desktop Specialist	5076	5228	5385
Parks & Rec Administrative Secretary	3774	3887	4004
Payroll & Benefits Technician	4087	4210	4336
Payroll/Accounting Specialist	4924	5072	5224
Planner	5614	5782	5956
Planning/Permit Technician	4635	4774	4917
Public Works Administrative Secretary	4413	4545	4681
Recreation Leader I*	13.50	**Wages based on minimum wage RCW 49.46.020	
Recreation Leader II**	14.85	**Wages based on minimum wage RCW 49.46.020	
Recreation Leader III**	17.82	**Wages based on minimum wage RCW 49.46.020	
Recreation Leader – Aquatics	15.75	**Wages based on minimum wage RCW 49.46.020	
Secretary/Records Clerk	3565	3672	3782
Senior Meter Reader	4507	4642	4782
Senior Planner	6095	6278	6466
Senior Utility Account Clerk	4087	4210	4336
Stormwater Tech/Urban Horticulturalist	6073	6255	6443
Utility Billing Clerk	3608	3716	3828
Youth Activity Coordinator	4329	4459	4593
Youth Center & Athletic Program Coordinator	4868	5014	5164

COLLECTIVE BARGAINING AGREEMENT
OPEIU LOCAL 8 – CITY OF ELLENSBURG

****Wages Based on minimum wage per RCW 49.46.020**

Recreation Leader I wages are at minimum wage. Recreation II is 10% higher than Recreation Leader I and Recreation Leader III is 20% higher than Recreation Leader II.

Recreation Leader - Aquatics is 6% higher than minimum wage.



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

ELLENSBURG LIBRARY

AND

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

FOR THE PERIOD OF

JANUARY 1, 2020 THROUGH DECEMBER 31, 2022

COLLECTIVE BARGAINING AGREEMENT
OPEIU LOCAL 8 – ELLENSBURG LIBRARY

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COLLECTIVE BARGAINING AGREEMENT

ELLENSBURG LIBRARY

THIS AGREEMENT is made and entered into at Ellensburg, Washington, this 1st day of January, 2020 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 City has endorsed the practice of the 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 of the obligation of the City acting through the City Manager to retain the right effectively to operate in a responsible and efficient manner and are consonant 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 exclusive representative for all new and present, full-time or part-time employees of the City Library who are employed ten (10) hours or more during a week in the City Library and excluding the Library Director and the full-time Assistant Librarian for the purpose of collective bargaining with respect to rates of pay, hours of work and other conditions of employment.

Section 1.2 Employees within a classification funded by Federal or State Manpower Training Programs and the high school cooperative educational program currently in place shall be excluded from coverage of this Agreement. Pay rates for employees in these positions shall be determined by the Federal or State programs and the high school cooperative educational program currently in place providing the funding. When an employee is transferred from such a program to a position funded by regular Library revenues, the incumbent and the City shall adhere to the terms and conditions of this Agreement. Employment programs funded by Federal or State sources are considered temporary and of a supplemental nature only. There shall be no intent on the part of management to permanently replace regular staff members with employees from such programs.

ARTICLE 2

UNION SECURITY

Section 2.1 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 social security number. 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 2.2 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 2.3 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 City 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 City for any deductions made or not made unless a claim of error is made in writing to the City within forty-five (45) calendar days after the date such deductions were or should have been made.

Section 2.4 HARDSHIP FUND. The Employer agrees to deduct the specific sum from the salary of any member of the bargaining unit who voluntary executes an OPEIU Local 8 Hardship Fund Check-Off Authorization form. Employees 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 City 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 3

HIRING, PROMOTIONS AND DOWNGRADES

Section 3.1 Procedures relating to the filling of vacant and promotional positions.

Section 3.1(a) In the filling of positions, bargaining unit employees will be given first opportunity and consideration in filling job vacancies, through the herein described Employee Requested Transfer/Promotion Procedure, prior to the Employer hiring from outside sources.

Section 3.1(a)(1) Notice of all job vacancies shall be posted for five (5) working days in all City Departments wherein employees of this Agreement are covered. The posted notice will include a brief description of the qualifications and responsibilities of the vacant position.

Section 3.1(a)(2) Unless mutually agreed to in writing by the Employer and Union, only covered employees who make timely application by submitting an Employee Requested Transfer/Promotion Application during the five (5) workday period will be considered eligible for the vacant position. An employee who does not submit an Employee Requested Transfer/Promotion Application during this five (5) day work period may still apply for the position by the 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 19.2(a) shall not apply if the application is for a promotional opportunity.

Section 3.1(a)(3) 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. It is the desire and intent of the Employer to fill job vacancies from qualified applicants within the City before hiring new employees, provided the employees who apply have the required qualifications for the particular job, including but not limited to, any required education, training, experience and/or certifications, as well as an acceptable level of performance in his/her current position based on a review of the employee's attendance, performance evaluations, commendations and/or disciplinary notices.

Section 3.1(a)(4) The awarding of all vacant and promotional positions shall be subject to the seniority system of Article 19.

Section 3.1(b) The City shall not be denied the right to employ an individual from outside sources once the provisions of Section 3.1(a) have been exercised and it has been determined covered employees who have made application through the Employee Requested Transfer/Promotion Procedure are deemed unqualified for the position.

Section 3.1(c) A regular employee who has been employed for at least twelve (12) months by the City and who 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 receive the full current base salary of the new position immediately upon starting the job. Employees who have not been employed by the City for twelve (12) months and/or who transfer into a position which is not substantially similar to the one from which the employee has transferred shall receive not less than ninety percent (90%) of the current base salary for the position for the first three (3) months and the full base salary thereafter, provided the employee has successfully completed his or her probation; payment of the full base salary requires the completion of probation.

Section 3.1(d) WORK IN A HIGHER PAY CLASSIFICATION. An Employee who is temporarily assigned, in writing by his/her Department Head 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 work days for each separate and specific instance or work project. If the starting pay level of the higher class 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.

Section 3.2 PROBATIONARY SCHEDULE.

Section 3.2(a) Newly hired employees shall have a six (6) month probationary period. Such period shall be for the purpose of ascertaining fitness for regular employment with the City in the position occupied. The probationary period may be extended by the Department Head for an additional ninety (90) days. Employees that have an extended probationary period will receive a performance plan that clearly outlines areas of performance that need to be addressed.

Section 3.2(b) A current employee who has completed a probationary period and transfers into another position with substantially the same duties, skills, and knowledge shall have a ninety (90) day trial service period. An employee who has completed a trial service period and transfers into another position that does not have substantially the same duties, skills, and knowledge shall be paid no less than the higher of either eighty percent (80%) of the current base salary of the new position or the base salary of their former position, and have a six (6) month trial period. If the employee has not completed a probationary period, and/or if the duties, skills, and knowledge of the new position are not substantially the same as those of the position from which the employee has transferred, the trial service period shall be for six (6) months.

Section 3.3 DOWNGRADES.

Section 3.3(a) A newly-transferred regular employee who is deemed unable to satisfactorily perform the duties of the new position during the trial service period, or who voluntarily requests to demote, 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 3.3(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 City which become available. 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 4

DISCIPLINE AND TERMINATION

Section 4.1 The Employer shall not discharge or suspend an employee with seniority without just cause. The Employer retains the right to discipline or discharge initial probationary

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 handicap discrimination, sexual harassment).

Section 4.2 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 4.3 Whenever poor work performance or improper conduct occurs, generally a gradual increase in the level of disciplinary action will be initiated with the object of correcting the problem(s). Often 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 4.4 A uniform notice system shall be used for poor work performance, or violations of City 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 warning notice 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 warning notices shall have been given to the employee. The latter total of three (3) shall include any which were given prior to suspensions(s).

Section 4.4(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 City vehicles, unprovoked assault on an employee or a supervisory employee while on duty, selling, using or being under the influence of illegal drugs (either under state or federal law) while on duty, or willful, wanton or malicious damage to City property.

Section 4.4(b) A copy of all written warning notices shall be submitted to the employee, Shop Steward and Union 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 warning notice 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 City employees. Any extension beyond twenty-one (21) days requires agreement of the Union, which shall not be unreasonably withheld.

Section 4.4(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 warning notices. 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. A written warning letter will be removed from the employee's personnel file after twelve (12) months from the date of issue provided that no other discipline has been issued within the twelve (12) months period. If another written disciplinary notice has been issued within this time period for the same or similar reason(s), then both written disciplinary notices shall remain in the personnel file for an additional twelve (12) months from the date of the latest written disciplinary notice. In any event, twelve (12) months may be extended to twenty-four (24) months for egregious offenses or behavior, including but not limited to dishonesty, drinking of alcoholic beverages while on duty, gross negligence resulting in a serious accident while on duty, the carrying of unauthorized passengers in City vehicles, unprovoked assault on an employee or a supervisory employee while on duty, selling, using or being under the influence of illegal drugs (either under state or federal law) while on duty, or willful, wanton or malicious damage to City property. If another written disciplinary notice has been issued within the twenty-four month time period for the same or similar reason(s) as any previous discipline in the employee's personnel file, then both written disciplinary notices shall remain in the personnel file for an additional twenty-four months from the date of the last written disciplinary notice.

ARTICLE 5

EMPLOYEE PERFORMANCE REVIEWS

Section 5.1 ANNIVERSARY DATE, EMPLOYEE PERFORMANCE REVIEW.

Section 5.1(a) After an employee has successfully completed the appropriate period of probation 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 the review and appraisal of an employee's performance against established standards for a given position, the appraisal to be made by the employee's immediate supervisor with a final review by the Department Head. Upon the request of the employee, this review shall take place annually on or just prior to the anniversary date of the employee. A suitable standard form for properly conducting an "Employee Performance Review" shall be developed by the City Manager which form shall be used in making reviews.

Section 5.1(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 Head. The reviews shall include an interview between the employee and the employee's supervisor.

Section 5.1(c) Each covered employee shall be provided with a copy of the completed performance review.

ARTICLE 6

NON-DISCRIMINATION

Section 6.1 Neither the Union nor the Employer in performing their obligation under this

contract shall be arbitrary and capricious in matters of hiring, training, promotion, transfer, layoff, discharge or in matters concerning establishing working conditions or other conditions of employment.

Section 6.2 The Employer and the Union agree not to discriminate against any employee for activities on behalf of or for membership in the Union.

Section 6.3 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 (including gender identity), age, marital status, status as a disabled or Vietnam era veteran, or the presence of a handicap, and the Employer shall fully comply with all applicable local, state and federal laws.

Section 6.4 The Employer and the Union jointly recognize the need for compliance with the Americans with Disabilities Act (ADA); the Employer shall comply with the terms and conditions of that Act.

ARTICLE 7

WORKING RULES

Section 7.1 The City shall furnish the Union a copy of any work rules or regulations applicable to members of the bargaining group 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 City. 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

MANAGEMENT RIGHTS

Section 8.1 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 is to include the following matters:

Section 8.1(a) The right to establish reasonable work rules and notify the Union as prescribed in Article 7, Section 7.1.

Section 8.1(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 16 of this Agreement.

Section 8.1(c) The right to discipline or discharge employees only for just cause.

Section 8.1(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 8.1(e) The right to determine schedules of work, including flex-time and hours of work to establish the methods and procedures by which the work is to be performed, insofar as it is not inconsistent with the terms of this Agreement.

Section 8.1(f) The right to expect a covered employee to perform incidental duties only temporary in nature directly and reasonably related to responsibilities prescribed in the job description although these incidental duties may not be specifically enumerated in such job description. It is not meant by the performance of these duties to replace work or jeopardize bargaining unit positions.

Section 8.1(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 City 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 8.1(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 8.1(i) The right to assign 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 his/her status within that classification.

Section 8.1(j) Management has the right to determine the need for and affordability of training and education.

Section 8.1(k) Management has the right to determine what services are to be provided at the Library.

Section 8.1(l) Management has the right to change job titles, so long as the Union is notified

of the change and the duties of the position are not altered.

ARTICLE 9

CONFLICT OF CONTRACT WITH RESOLUTIONS OR ORDINANCES

It is agreed that it is the intention of the parties that this Agreement shall be consistent with the personnel 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 10

CONTINUATION OF WORK AND LOCKOUTS

Section 10.1 The Union agrees that there shall be no strikes, work stoppage or work slowdown during the term of this Agreement.

Section 10.2 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.

ARTICLE 11

UNION BUSINESS

Section 11.1 No more than one (1) employee 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 this contract, when such meetings take place at a time during which any such members are scheduled to be on duty.

Section 11.2 A bulletin board shall be made available to the Union in a convenient location in the Library. The Union shall consult with the Librarian about the size, location and items to be posted on the bulletin board.

Section 11.3 The Business Agent of the Union shall be allowed admission to the Library at any reasonable time during working hours for the purpose of investigating conditions existing on the job, provided the Agent first notifies the Library Director. Said investigation shall be conducted so as not to unreasonably disrupt City operations.

Section 11.4 The Union shall have the right to set up its regular shop steward machinery, but no more than two (2) stewards from the Library shall be selected by the Union to act as steward, and the employee so chosen shall be certified in writing to the Employer. A steward so certified may investigate and discuss grievances with individual members and such

investigations will generally take place during City time, but with prior approval of the Library Director. This shall not preclude the shop steward from being allotted time to handle routine Union affairs provided that such activity shall be conducted so as not to unreasonably disrupt City operations. The shop steward may take and receive telephone calls on behalf of the Union.

Section 11.5 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 City facilities, supplies, or equipment.

Section 11.6 Consistent with Articles 11.4 and 11.5, and following notification to the steward's Department Director, stewards shall be afforded reasonable time for the investigation of grievance issues. Other Union business will only be discussed on employer time to the same extent and with similar restrictions as the City allows employees to discuss other non-City issues during work hours.

ARTICLE 12

GRIEVANCE PROCEDURE

Section 12.1 POLICY. The parties recognize that the most effective accomplishment of the work of the City 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 12.2 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 12.3 SPECIAL PROVISIONS.

Section 12.3(a) The term "employee" as used in this Article shall mean an individual employee, or group of employees, accompanied by a representative.

Section 12.3(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 normal City 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 Head.

Section 12.3(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 Head so that necessary scheduling arrangements can be made. In addition, the Union shall reimburse the City at the employee's regular hourly rate for paid duty time devoted to appearance for the Union.

Section 12.3(d) A grievance may be entered into or advanced to any step in the grievance procedure if the parties so jointly agree.

Section 12.3(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 12.3(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 12.4 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 head and the Union steward.

Step 2 - Written Grievance to Department Head.

If a complaint is not resolved at Step 1, then a grievance may be submitted to the appropriate Department Head 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 Head 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 Head, he or she may, within fourteen (14) calendar days of the date of the Department Head'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 he or she deems 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 striking first which struck second in the previous arbitration.

- 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 13

TECHNOLOGICAL CHANGES

Section 13.1 When the Employer makes such technological changes as it deems necessary, such as, but not limited to, the introduction of automative 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 13.2 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. This right to implement technological changes shall not be used by the City for the purpose or intention of undermining the bargaining unit or to discriminate against its members.

Section 13.3 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 14

VACATION PLAN

Section 14.1 Vacations shall be earned as follows:

<u>Years Completed</u>	<u>Earned Per Month</u>	<u>Earned Each Year</u>
1 – 3 years inclusive	1 day (8 hrs.)	12 working days

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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 14.2 All employees shall be encouraged to take vacation time as it accrues each year. Employees hired prior to January 1, 1991, may defer up to 240 hours of accrued vacation. Employees hired after January 1, 1991, 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 Library Director, or a 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 14.3 No vacation may be taken during the probationary period of employment unless it has been earned and its use has been approved in writing by the appropriate Department Head. Newly-promoted or transferred employees shall be immediately eligible to use all previously-earned vacation leave.

Section 14.4 Prorated annual vacation allowance may be used only when the employee has completed six (6) consecutive months of service with the Library. Vacation credits may be used in one quarter (.25) hour increments upon approval of the Department Head. Upon exhausting sick leave, an employee may use vacation credits during periods of illness.

Section 14.5 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 14.6 If an employee becomes ill and is under the care of a duly licensed physician during his or her vacation, such days that he or she is ill shall be charged to sick leave and the resulting vacation days shall be rescheduled by mutual agreement. In the event of illness that may prevent the employee from taking the vacation he/she has earned during the year, he or she shall be paid all vacation credits that exist for the fiscal year or if scheduling can be arranged, he or she shall be allowed to take the unused vacation at a later time.

Section 14.7 Vacation allowance continues to be earned only while the employee is actively working.

Section 14.8 On termination of employment, employees shall be paid for accrued and unused vacation time. Employees hired after January 1, 1991, will be paid for no more than 240 hours of accrued and unused vacation upon termination.

Section 14.9 Vacation leave requests for requests over thirty-two (32) hours should normally be submitted a minimum of two 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 in vacation leave usage may be informally taken to the department director, and his/her determination shall be final.

ARTICLE 15

LEAVES

Section 15.1 ACCUMULATION OF SICK LEAVE.

Section 15.1(a) Sick leave will be earned as follows:

Per Month

1 Day (8 hours)

Accruable

Sick leave to accrue without limit

Section 15.1(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 15.1(c) No employee shall, by this Agreement, lose any sick leave accrued prior to the effective date of this Agreement.

Section 15.1(d) Covered employees shall earn no sick leave credits in the event the employee is off his or her job for a period longer than thirty (30) days, except as provided in Section 15.8(b) and when an employee is on paid leave under Section 15.9.

Section 15.2 USE OF SICK LEAVE.

Section 15.2(a) All full-time and regular part-time employees covered by this Agreement shall be entitled to sick leave pay at the employee's regular rate of pay when they are incapacitated for the performance of their duties by reason of sickness or injury, or when through exposure to contagious diseases, the employee at his or her post of duty would jeopardize the health of others. An employee may use sick leave to care for a family member in the event of illness or injury as defined in and 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 City. 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 Head prior to the absence. The City 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 15.2(b) SICK LEAVE ON VACATION. Whenever an employee off duty on paid vacation is actually injured or ill during that period, the employee may charge such absence to his or her sick leave account by sending prompt notice of sickness or injury to the Library Director. Remaining vacation shall then be deferred and loss of that vacation time shall not occur. The City may require a written statement from a medical doctor to validate a claim for

sick leave during a period of vacation.

Section 15.2(c) The City reserves the right to require a covered employee to submit to a physical examination by a City approved physician at City expense.

Section 15.2(d) Employees may voluntarily donate their accrued sick leave in accordance with City Policy. Such donation of sick leave shall not be considered personal usage.

Section 15.3 SICK LEAVE PAYMENT UPON TERMINATION. A covered employee upon termination of employment for any reason except discharge for just cause shall be paid a sum equal to half of all accrued sick leave up to a maximum of 960 hours (payment not in excess of 480 hours). This section shall not apply to employees employed on or after February 1, 1986.

Section 15.4 BEREAVEMENT LEAVE.

Section 15.4(a) In the event of a death of a member of an employee's immediate family the employee shall be granted a maximum of five (5) working days leave on any one occasion, the first two (2) days of which shall be without loss of pay. Additional bereavement leave beyond five (5) days may be authorized by the City Manager.

Section 15.4(b) Except for the first two days of bereavement such leave shall not be charged against the employee's accrued sick leave.

Section 15.5 MATERNITY LEAVE.

Section 15.5(a) The Union and the Employer agree that it is an unfair practice to discharge or penalize an employee in terms and conditions of employment because the employee requires time away from work for childbearing or placement for adoption or foster care.

Section 15.5(b) An employee who fulfills the notice requirements of this section shall be entitled to take a leave of absence for childbirth, or placement for adoption or foster care and thereafter return to her or his job under the same terms and conditions as any covered employee who is off the job for temporary disability.

Section 15.5(b)(1) To be entitled to leave under this section, an employee shall inform his or her supervisor in writing in advance of the anticipated childbirth or placement for adoption or foster care of his or her intention to take leave according to the requirements of Ch. 49.78. Notice must usually be given at least thirty days in advance of the anticipated date of delivery or adoption, subject to certain exceptions. For premature birth, incapacity, or unanticipated placement for adoption, notice should be given as soon as possible, but at least within one working day of the birth, placement or incapacitation.)

Section 15.5(b)(2) Any employee on maternity leave shall be reinstated without loss of seniority to his or her former position or to an equal paying commensurate position.

Section 15.5(b)(3) Disabilities caused by childbirth and recovery there from shall be treated as such under the applicable sick leave, disability and health insurance programs named in

this contract.

Section 15.5(b)(4) The laws against discrimination shall apply to married and unmarried employees alike. The Employer's maternity leave policy and benefits shall apply equally to married and unmarried employees.

Section 15.5(b)(5) The Employer shall continue the payment of negotiated health insurance premium(s) for as long as the employee is utilizing paid leave (Washington State Family and Medical Leave, sick, vacation, and/or holiday) or unpaid leave, as required by the Family and Medical Leave Act and/or Washington Family Leave Act. Other than as required by the above-cited Family and Medical Leave and Washington Family Leave Act exception, the employee is responsible for the payment of insurance premiums during any authorized leave of absence without pay.

Section 15.6 MILITARY LEAVE.

Section 15.6(a) In the case of military leave, the City of Ellensburg abides by the provisions of the laws of the State of Washington (RCW 38.40.060).

Section 15.6(b) Employees who are members of the National Guard or Federal Military Units are entitled to be absent from their duties for up to twenty-one (21) workdays with pay during each year beginning October 1st and ending the following September 30th while engaged in performance of ordered military duty and while going to and from such duty.

Section 15.7 MEDICAL LEAVE OF ABSENCE.

Section 15.7(a) Based upon a physician's written recommendation, an employee may be granted an additional unpaid medical leave for up to nine (9) months after the employee's leave under the Family and Medical Leave Policy has been exhausted, upon written approval from the City Manager. An employee returning from an approved leave shall be reinstated in the position held at the time the leave was granted or other equivalent position, if available, or the first available position for which the employee is qualified to perform. Accrued sick leave and vacation shall be taken before the leave of absence begins and the employee shall not accrue vacation, sick leave, seniority or other benefits during the medical leave granted under this provision.

Section 15.7(b) An employee on an approved medical leave of absence will not earn sick leave, vacation, or any other fringe benefit credits while on such leave.

Section 15.8 INDUSTRIAL ACCIDENT LEAVE.

Section 15.8(a) Any employee covered by this Agreement who sustains a job-related injury or illness while on his/her regular job and is unable to return to work for more than a week, will be granted Family Medical Leave. 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 cannot use sick leave or paid vacation and receive worker's compensation at the same time, because this results in a "double payment." If a double payment occurs, employees must use the time loss money from worker's compensation to "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 who has received sick leave or paid vacation to cover a work-related injury or illness, later receives a worker's compensation time loss check, he/she must turn the check over to payroll. Failure or refusal to re-pay the City for any duplication of benefits will be considered fraudulent and may subject the employee to discipline, including termination. 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 additional worker's compensation time loss payments until he/she is able to return to work or the employee's condition can no longer be accommodated through medical leave or light duty options.

Section 15.8(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 his/her regular job assignment or has been declared by the State Industrial Board to be permanently disabled.

Section 15.9 FAMILY CARE AND FAMILY LEAVE LAWS. The City and the Union recognize the applicability of Chapters 49.12, relating to industrial insurance; and 49.78 RCW, the Washington Family Leave Act; and of the Federal Family and Medical Leave Act of 1993 to this Agreement. The City will comply fully with these Acts, and an employee may take leave as is provided by them or by this Agreement.

ARTICLE 16

WORK SCHEDULE AND OVERTIME

Section 16.1 WORK SCHEDULE.

Section 16.1(a) 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, 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. The regular workweek shall be Monday through Sunday.

Section 16.1(b) Part-time employees are employees who work less than an aggregate of forty (40) hours per week. Part-time employees may be scheduled to meet the work flow, holidays and vacation coverage demands. Every effort shall be made by the Employer to schedule part-time employees so they work regular continuing schedules. The Employer will consider employee requests to work additional hours when work hours are being expanded. In the event more than one employee is available and qualified for the hours, the senior employee shall have preference.

Section 16.1(c) Each employee shall receive a lunch period of sixty (60) minutes approximately one-half way through the workday in accordance with a lunch period schedule to be established by the Library Director. The lunch period shall not be compensable time. Each employee shall receive a relief period not to exceed fifteen (15) minutes approximately one-half way through the first four (4) hours of the shift and approximately one-half way through the last four (4) hours of the shift, in accordance with a schedule to be established by the Library Director. For employees assigned to an alternative work schedule in accordance with Section 16.1(a), the applicable overtime rate shall apply for all authorized work performed in excess of ten (10) hours per day Monday through Sunday, inclusive.

Section 16.1(d) 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 8 - 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 16.1(e) 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 16.1(f) Should an employee be called in to work by the Library Director, the Children's Librarian, or their designee, who has completed their regular shift and is on the way home, or is at home, on a scheduled day off or after normal working hours, he/she shall receive not less than two (2) hours work. The Employer may provide and require work of the employee called back. If an employee receives such notice of work to be done before leaving the City 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 16.2 OVERTIME.

Section 16.2(a) All authorized work performed by full-time employees in excess of eight (8) hours per day or forty (40) hours per week, shall be paid for at the rate of one and one-half (1 ½) times the regular straight-time hourly rate of pay. 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 16.2(b) 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 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 times the regular hourly rate of pay. Holiday pay shall be paid in addition to any pay for hours worked on a holiday.

Section 16.2(c) Full-time employees who are required to work overtime more than four (4) hours beyond their regular shift shall be reimbursed up to \$15 for the cost of a meal, payment to be made after presentation of a receipt.

Section 16.2(d) Overtime will be offered and assigned on a rotational basis whenever practicable.

Section 16.2(e) 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.

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
Presidents' Day	Thanksgiving Day
Martin Luther King's Birthday	Day after Thanksgiving
Memorial Day	Christmas Day
Independence Day	Employee Choice Days (6)

The Employee Choice Days may be taken within a calendar year period only when a two (2) week written notice is presented to the Library Director or the full-time Assistant Librarian. If the request is denied, a mutually agreeable date should be selected at that time. 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 all hours compensated per month. An employee shall be able to take his/her 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, he/she shall reimburse the City 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(b) 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 all hours compensated per month.

Section 17.2 If any of the aforementioned holidays fall on Saturday, the holiday will be the preceding Friday. If the holiday falls on Sunday, the following Monday shall be considered the holiday.

Section 17.3 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 17.4 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 he/she shall forfeit all holiday pay. The Employer shall provide the employee with written notification one (1) week prior to scheduling such employee for holiday work.

Section 17.5 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.

Section 17.6 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 City. 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 17.7 Any covered employee authorized in advance by the Library Director to work on a legal holiday as designated in Section 17.1 shall receive compensation for hours actually worked at the rate of one and one-half times the regular hourly rate of pay pertaining to the classification.

ARTICLE 18

DEFINITIONS

Section 18.1 The following definitions are applicable in the interpretation and administration of the specific provisions of this Agreement.

Section 18.1(a) FULL-TIME EMPLOYEE. Any employee covered by this Agreement who is scheduled to work a full forty (40) hours per week.

Section 18.1(b) REGULAR PART-TIME EMPLOYEE. Any employee covered by this Agreement who is scheduled to work ten (10) or more hours but less than forty (40) hours per week.

Section 18.1(c) PROBATIONARY 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 18.1(d) TEMPORARY EMPLOYEE. Any employee who is employed by the City for less than four (4) months.

Section 18.1(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.

ARTICLE 19

SENIORITY

Section 19.1 ACCUMULATION OF SENIORITY.

Section 19.1(a) The following seniority rules shall apply to each bargaining unit employee.

Section 19.1(b) Consistent with Section 19.1(a), seniority shall be determined by continuous length of full-time and regular part-time service with the Employer.

Section 19.1(c) Consistent with Section 19.1(a), 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 19.1(d) Seniority shall not apply during the probation period of new employees. Upon the completion of the probationary period, all names must appear on the seniority list as of the first day of employment.

Section 19.1(e) 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 19.2 SENIORITY PRIORITY FOR PROMOTIONAL CONSIDERATION.

Section 19.2(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 Library.

Factor No. 3 - Length of service within classification.

Section 19.2(b) The City 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 City's opinion, the relative ability of the employee.

Section 19.3 BREAKS IN SENIORITY.

Section 19.3(a) A break in seniority shall occur if an employee is discharged for just cause or voluntarily terminates employment.

Section 19.3(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 19.3(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 19.4 SENIORITY LIST. Once a year, during the month of January, the City shall supply each employee and the Union with a seniority list.

ARTICLE 20

LAYOFF-RECALL PROCEDURES

Section 20.1 LAYOFF PROCEDURE.

Section 20.1(a) In the event of a layoff or reduction in staff, the Employer shall 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) The employee with the least amount of bargaining unit seniority shall be the first laid off from a job classification determined by the Employer to be affected by a layoff action. Employees laid off or displaced from their jobs may displace the least senior employee holding a job for which they qualify as follows:

- (1) In the same pay rate or if not available,
- (2) In the next lower pay rate or subsequent lower pay rates.

Employees who are displaced from their job as a result of such bumping-back procedure may themselves move back and replace an employee having the least seniority in the same or

lower pay rate in accordance with the procedure described. This is provided they have the necessary qualifications and seniority. An employee affected by the layoff procedure who is transferred to a lower pay grade shall receive the rate of pay for that lower position.

Any covered employee 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(c) Each covered full-time or part-time employee shall be given at least ten (10) working days' written notice prior to a reduction in force or layoff and each such 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 20.2 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 Resource Director shall place the names of the employees laid off on an eligibility list for recall. An employee shall remain active for one 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 to that classification subject to the seniority system outlined in Article 19.

Section 20.2(c) The names on the recall list will be removed in accordance with Article 19, Section 19.3(b).

Section 20.2(d) An employee recalled and reinstated to a former position shall receive the prevailing contractual rate for that position.

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

OUTSIDE TRAINING PROGRAMS

Section 21.1 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 21.2 Training periods may be conducted during and/or after regular working hours.

ARTICLE 22

JURY DUTY AND WITNESS PAY

Section 22.1 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 City or in connection with the employee's official City duties.

Section 22.2 Pay during the above types of leave shall be the employee's regular straight-time salary less any amount received by the employee as compensation for the jury or witness duty performed.

ARTICLE 23

RETIREMENT PLAN

Section 23.1 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 City of Ellensburg at the rate established by State statutes.

Section 23.2 An employee may also participate in any voluntary deferred compensation plan made available by the City.

ARTICLE 24

WAGE SCHEDULE

Section 24.1 Effective January 1, 2020, employees' pay rates and the wage schedule for the bargaining unit shown in Appendix "A" shall be increased by three percent (3%).

Effective January 1, 2021, employees' pay rates and the wage schedule for the bargaining unit shown in Appendix "A" shall be increased by three percent (3%).

Effective January 1, 2022, employees' pay rates and the wage schedule for the bargaining unit shown in Appendix "A" shall be increased by three percent (3%).

Section 24.2 Employees using a personal vehicle for Library business shall be compensated at the prevailing City rate.

Section 24.3 The City will conduct a compensation market survey of position included under

this Agreement to be completed by December 31, 2016. The survey will be shared with Union. The City retains the right to determine how the results of the survey are implemented, but will not reduce the salary of any position as a result of the survey.

ARTICLE 25

COMPENSATION SCHEDULE

Section 25.1 The City shall pay each full-time employee at least twice monthly.

Section 25.2 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 25.3 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 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 City 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 City's insurance group coverage program, provided they work a minimum of twenty-five (25) hours per week. 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 26.3 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 his/her 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 Effective January 1, 2020, part-time employees not receiving medical insurance coverage shall be paid one hundred and fifty dollars (\$150) differential per month.

Section 26.6 The parties agree covered part-time employees regularly scheduled to work a weekly schedule of less than twenty-five (25) hours per week who on an intermittent or irregular basis are scheduled and work more than twenty-five (25) hours per week, in accordance with the terms and conditions of this contract, shall, except for life insurance, not be eligible to receive benefits identified in Sections 26.2 and 26.4. This shall only apply to covered part-time employees whose regular schedule of work is less than twenty-five (25) hours per week. Covered part-time employees whose regular assigned schedule of work consist of a regular continuing schedule of twenty-five (25) hours or more per week shall be eligible for Health, Welfare and Insurance in accordance with the terms and conditions of Article 26 of the prevailing Labor Agreement.

Section 26.7 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 26.8 If the Employer establishes a *Flexible Benefits Program* during the term of this Agreement, the Union and the Employer shall meet to discuss participation by bargaining unit members.

ARTICLE 27

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 28

PRODUCTIVITY

It is mutually agreed that the City management and Office and Professional Employees Local No. 8 shall work together, individually and collectively to meet the service requirements of the City Library 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 the Library.

ARTICLE 29

TERMINATION AND RENEWAL

Section 29.1 This Agreement shall be in effect from January 1, 2020 through December 31, 2022. 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, 2022.

Section 29.2 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.

Section 29.3 During the City Manager's preparation of the preliminary budget, the City Manager and the Library Board shall consider the Union's requests and the City's negotiating team shall discuss them with the Union's collective bargaining committee as appropriate.

ARTICLE 30

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 31

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.

ARTICLE 32

LABOR MANAGEMENT COMMITTEE

The Employer and the Union will establish a single joint Labor/Management Committee for both the General and Library units of the Union, which will meet at least every four 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.

COLLECTIVE BARGAINING AGREEMENT
OPEIU LOCAL 8 – ELLENSBURG LIBRARY

EXECUTED in Ellensburg, Washington this ____ day of January, 2020.

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

By _____
Angie Wedekind, Union Representative

By _____
Mayor

By _____
Suzanne Mode, Business Manager

By _____
John Akers, City Manager

By _____
Ken Paschen, Bargaining Committee

ATTEST:

By _____
City Clerk

By _____
Regina Tipton-Llamas, Bargaining
Committee

Approved as to form:

City Attorney

**APPENDIX “A” WAGES
ELLENSBURG LIBRARY**

<u>Classification</u>	<u>1-1-2020</u> 3%	<u>1-1-2021</u> 3%	<u>1-1-2022</u> 3%
Admin. Assistant	3869	3985	4104
Facilities Assistant	2858	2944	3032
Facilities Coordinator	3869	3985	4104
Holmes Office Manager	3869	3985	4104
Library Aide	2340	**Wages based on minimum wage RCW 49.46.020	
Library Assistant	2858	2944	3032
Library Associate	3869	3985	4104
Library Specialist	3334	3434	3537
Office Specialist	3466	3570	3677
Admin. Assistant	22.32	22.99	23.68
Facilities Assistant	16.49	16.99	17.50
Holmes Office Manager	22.32	22.99	23.68
Library Aide*	13.50	**Wages based on minimum wage RCW 49.46.020	
Library Assistant	16.49	16.99	17.50
Library Associate	22.32	22.99	23.68
Library Specialist	19.23	19.81	20.40
Office Specialist	20.00	20.60	21.22

**Wages Based on minimum wage per RCW 49.46.020

City Council Meeting Date: January 6, 2020

Submitted by: Josh Mattson, Assistant City Engineer

Must Approve: ☒ City Attorney ☒ Finance  City Manager

Additional Approvals: ☒ Human Resources ☐ Other Department

Agenda Subject: ADA Transition Plan for Public Right of Way

Action Requested (check all that apply):	Ord. 1 st reading ☐	Ord. 2 nd reading ☐	Legislative Hrg. ☐	Quasi-Judicial Hrg. ☐	Appeal Hrg. ☐
	Adopt Resolution ☐	Approve contract ☐	Approve budget adjustment ☐	Approve – other ☒	Review Report or Study ☐
	Direction to staff ☐	Discussion only ☐	Bid Award ☐	Other ☐ (describe):	

BACKGROUND/SUMMARY: In accordance with section 35.150 of the Code of Federal Regulations (CFR) public entities that employ 50 or more persons shall have, maintain, and update an ADA Transition Plan. The plan shall identify physical obstacles in the public entity's facilities that limit the accessibility of list programs or activities, describe in detail the methods that will be used to make the facilities accessible, specify the schedule for taking the steps necessary to achieve compliance, and indicate the official responsible for implementation.

Perteet, Inc. was retained to provide necessary guidance and assistance for the City to implement an update of its transition plan. Phase one of the project included assistance with the self-evaluation of the City's facilities within the public right of way for sidewalks and sidewalk ramps. This inventory was completed early in 2018 with approval and finalization of the pedestrian facility inventory and a barrier condition rating (BCR) for all inventoried facilities.

Phase two of the project included the determination of the demand for use of inventoried facilities in the public right of way, known as accessibility demand rating (ADR). A final score for each facility was created by multiplying the BCR by the ADR. Phase two also included a final prioritized ranking of facilities by score, costs estimates for correction of inventoried facility deficiencies, and preparation of the ADA Transition Plan update.

PREVIOUS COUNCIL ACTION: On June 15, 2015 Council awarded a contract to Perteet, Inc. to help the City perform phase one of the transition plan with ADA compliance self-evaluation assistance in the public right of way. Council approved contract extensions for this work on December 21, 2015, December 19, 2016, and December 4, 2017. On

December 4, 2017 Council awarded a second contract to Perteet, Inc. to perform phase two for completion of the ADA transition plan for facilities in the public right of way. Council approved a contract extension for phase two on December 17, 2018.

ANALYSIS: Perteet has completed the ADA Transition Plan for facilities in the public right of way. A prioritized list of all inventoried facilities including sidewalks and curb ramps has also been compiled. This list is ranked according to a final score that accounts for the condition of the facility (BCR) and the demand for pedestrian use of the facility (ADR). Cost estimates for correcting the inventoried facility are also included in the list. Staff is planning to utilize this list for the prioritization of annual sidewalk repair work. The body of the transition plan and appendices A & B are attached to this report for reference. Appendix C includes the list of all inventoried facilities in the public right of way. The complete plan including appendix C is available for review in the Public Works and Utilities Department and is posted at the City's Public Works & Utilities website landing page at:

<https://ci.ellensburg.wa.us/DocumentCenter/View/12979/Transition-Plan---FINAL-2019-07-08>

FINANCIAL IMPACT: The City will utilize its annual sidewalk repair program budget for funding the completion of prioritized right of way projects in the ADA Transition Plan.

RECOMMENDED ACTION OR MOTION: Staff recommends Council accept the attached ADA Transition Plan for Public Right of Way.

Attachments: ADA Transition Plan for Public Right of Way with Appendices A & B.



July 8, 2019

Americans with Disabilities Act Transition Plan for the Public Right-of-Way



Acknowledgements

City Council

City Staff

Derek Mayo, PE, City Engineering Services Manager

Josh Mattson, PE, Assistant City Engineer

Consultant Team

Perteet Inc.

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1.0 INTRODUCTION

1.1 Purpose

This ADA Transition Plan for the Public Right-of-Way has been developed to respond to the requirements of the Americans with Disabilities Act (ADA) of 1990, as applicable to the public right-of-way. Title II of the ADA requires all public entities to perform a self-evaluation of its current services, policies, and practices for ADA compliance, and requires public entities with more than 50 employees to create and implement a Transition Plan for structural changes to those facilities. Under this Transition Plan for the Public Right-of-Way, the City of Ellensburg is also responding to their community's need for accessible pedestrian facilities by working towards city wide ADA compliance, and this effort will complement the City's Non-Motorized or Active Transportation Plan.

1.2 ADA Transition Plan Overview

According to the ADA, pedestrian rights-of-way shall be made accessible to individuals with vision and/or mobility impairments. For the purposes of this document, the right-of-way is City owned streets. Providing accessibility includes, but is not limited to, installation of compliant curb ramps on sidewalks at street crossings, obstruction free crosswalk access, visual, tactile, and audible cues at pedestrian signals, providing accessible on-street parking, and removal of barriers that obstruct the sidewalk, including narrow pathways, abrupt changes in level, excessive cross slopes, and overhanging obstructions.

Why develop a Transition Plan?

- To **respond** to community needs
- To **identify** physical barriers
- To **propose** ways to remove barriers
- To **prioritize** barrier removal

This Transition Plan focuses on construction improvements that need to be made in the public right-of-way. It includes the following information, which outlines the framework that will lead to the priorities and schedule of facility improvements:

- Description of the self-evaluation process and results
- Overview initial prioritization method used for determining improvement prioritization
- Summary of the public involvement process
- Implementation plan for improvements, including schedule for near term projects and estimated costs to construct

1.3 ADA Transition Plan Requirements

While there are specific documents that provide requirements and guidelines for constructing ADA compliant facilities, the ADA does not provide a detailed outline of how to perform a self-evaluation or write a Transition Plan. If a public entity has responsibility or authority over streets, roads, or walkways, the ADA does state that at a minimum the Transition Plan shall:

- Include a schedule for providing curb ramps or other sloped areas where pedestrian walks cross curbs, giving priority to walkways serving entities covered by the Act, including State and local government offices and facilities, transportation, places of public accommodation, and employers, followed by walkways serving other areas.
- Identify physical obstacles in the public entity's facilities that limit the accessibility of its programs or activities to individuals with disabilities;

- Describe in detail the methods that will be used to make the facilities accessible;
- Specify the schedule for taking the steps necessary to achieve compliance with this section [Subpart D section 35.150 of the ADA Title II] and, if the time period of the transition plan is longer than one year, identify steps that will be taken during each year of the transition period; and
- Indicate the official responsible for implementation of the plan.

The ADA also requires that a public entity provide an opportunity for interested persons to participate in the self-evaluation process and they must also adopt and publish grievance procedures.

History of the City's Transition Plan Development

The City has worked to comply with the ADA since the early 1990's. In 1992, the City's Finance Director worked with the City's department heads to complete a list of ADA compliance related work. In October of 1992, a City ADA Coordinator was appointed. On December 21, 1992, a Grievance Procedure was adopted by the City.

An early draft Transition Plan was developed, and each City department identified areas of non-compliance, cost estimates for correcting barriers, timelines and responsible parties. In 2009, the City updated the initial self-evaluations and draft Transition Plan. The City's community development building inspectors surveyed the public areas of 12 City owned buildings and 15 parks and recreation facilities. From those surveys a Draft ADA Survey Summary was produced to identify areas that needed improvements.

It was also determined at that time that further evaluations and actions needed to be taken in the areas of:

- Program accessibility
- Communications
- Employment, contracting and licensing
- Local laws and regulations
- Law enforcement
- Emergency management.

In order to implement ADA improvements effectively, the City has structured the accessibility improvements and transition planning process by tasking each department within the City with the responsibility for their various facility, program and/or service responsibilities. Because ADA compliance requirements and details vary depending on the type of facility or program, it was realized that making each department the champion of their own managed facilities would more successfully enable people to become familiar with the many details of ADA compliance requirements. The overarching program is managed by the City's ADA Coordinator, and responsibility for implementation of the program lies on the City's Human Resources Director.

In June of 2015, the City began work towards performing a self-evaluation of the pedestrian facilities within the public right-of-way, and this Transition Plan for the Public Right-of-Way is a result of that effort.

2.0 FACILITY SELF-EVALUATION

As part of the ADA Title II requirements, the City must perform a self-evaluation of the pedestrian facilities within the public right-of-way. In June of 2015, the City worked with a Consultant to identify the ADA compliance criteria to be measured for sidewalks and walkways, driveway approaches (within the sidewalks), and curb ramps. The

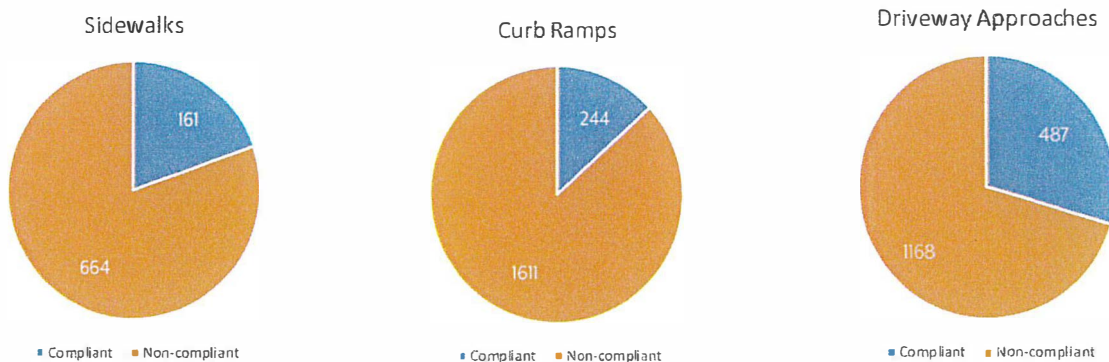
evaluation criteria were based on the Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way, July 26, 2011 (2011 PROWAG), as published by the United States Access Board. The City performed the self-evaluation, with the assistance of temporary student interns, by taking field measurements and recording data for these facilities within the City limits. There are some facilities that may appear to be within the City, as they border or abut City facilities, but they are not the responsibility of the City. These include, the Central Washington University Campus, Kittitas County facilities (including the urban growth area), and WSDOT owned facilities. Access surrounding transit stops are the responsibility of the City's Transit Division and these will be addressed separately within the City's Transit ADA Transition Plan.

There are many compliance criteria for each type of pedestrian facility, and the severity of variance of the non-compliance can vary greatly within each of the criteria. A non-compliance determination for a curb ramp for example, can vary from a minor variance, such as a 2.3% cross slope instead of the maximum 2%, to an extreme case of non-compliance such as no curb ramp being present at a street crossing where a curbed sidewalk exists.

The ADA designates a facility as non-compliant even if it has one minor variance from compliance. The City's self-evaluation results show that many of the facilities identified as non-compliant range from minor to moderate non-compliance, with the majority of the facilities ranging from significant non-compliance to extreme non-compliance. This can be attributed to the fact that when many of the original facilities were built, there was not a detailed guidance to follow that identified the many compliance criteria for pedestrian facilities. Some of the first ADA compliance criteria were adopted in 1991, and then in 2005 draft guidelines were released that were specific to the public right-of-way.

It should also be noted that in some instances, pedestrian facilities may show a non-compliance due to the existing natural topography or existing site constraint, and cannot be made into a compliant facility. This is commonly referred to as a facility that has been built to meet ADA compliance requirements and guidelines to the "maximum extent feasible". As an example of this, a sidewalk running slope may exceed the 5% requirement due to a steep hill, or a portion of a curb ramp may exceed slope requirements due to a steep hill. In these cases, this is noted as an acceptable non-compliance. As the City moves forward on making improvements, each facility will be considered in detail to confirm whether or not the non-compliance is due to a natural topography condition or an existing site constraint that cannot be corrected. If this is so, this will be justified and noted in the City's data as a facility that has been built to meet the ADA compliance requirements and guidelines to the "maximum extent feasible".

The graphic charts below summarize the overall results of the City's evaluation. Map exhibits showing the compliance evaluation results and the locations are provided in Appendix A.



Pedestrian signals within the City currently have ADA compliant signal heads and push button systems. At some locations, the placement of the push button is non-compliant. The placement deficiencies will be corrected at the same time the adjacent curb ramps at these locations are replaced.

3.0 ACCESSIBILITY IMPROVEMENTS – PRIORITIZATION METHOD

A method for evaluating and prioritizing pedestrian improvements (barrier removal) was developed by the Consultant team using a framework established in consultation with the City. The purpose of establishing this prioritization method was to produce a numerical score for each pedestrian facility that could be used to initially identify the worst conditions as priorities, for thousands of locations within the City. This serves as a basis for the selection of project priorities.

The method uses two initial ratings:

- Barrier Condition Rating (BCR) – rates the severity of the non-compliant element (barrier)
- Accessibility Demand Rating (ADR) – rates the frequency of use or relative importance of the facility

These ratings are then combined, as described below, to assign a total prioritization score for each facility.

3.1 Barrier Condition Rating

The BCR is a number rating assigned to each facility based on the severity of the facility's non-compliant elements. Once all of the compliance criteria were evaluated and non-compliant elements were identified, each facility was then rated into one of six categories, with five of the categories indicating non-compliant elements. Table 1 below outlines the categories and provides a description of the severity considerations.

Table 1. Barrier Condition Rating – Categories.

Category	Description	Rating
A	Fully Compliant	0
B	Nearly Compliant: Passable but minor difficulty for some.	100
C	Some Compliance: Passable but moderately difficult for some.	200
D	Low Compliance: Passable but difficult for most.	300
E	No Compliance (for curb ramps only): Varying levels of non-compliance, even if minor	400
F	Significant Barrier: Has a significant barrier that is unpassable by most or all.	500

Each facility was assigned its initial rating based on the worst of the non-compliant elements. This is important to note because this ensures that facilities with unpassable barriers are rated with a higher BCR compared to facilities that may have multiple low barriers.

 A Category Fully Compliant All ADA compliance criteria are compliant.	 B Category Nearly Compliant Flare slope exceeds 10% requirement.	 C Category Some Compliance Turning space and ramp obstructed by access cover.
 D Category Low Compliance No detectable warning present.	 E Category No Compliance Ramp doesn't meet any compliance criteria.	 F Category Significant Barrier Damaged panel may be unpassable by some.

3.2 Accessibility Demand Rating

The ADR is a number rating assigned to each facility based on levels of pedestrian activity, access to key community services, and types of users. This rating uses information on how people travel and areas important to the community that are associated with a higher level of pedestrian activity, such as schools, parks, and civic buildings, to prioritize project need. It produces a composite score to determine areas of relative higher demand of use within the City. Table 2 summarizes the ADR score framework used for the City of Ellensburg.

Table 2. Accessibility Demand Rating.

Category	Elements	Unit	Rating Range
Low Priority	Employment Density	Employees per square mile	0 to 0.15
	Population Density	People per square mile	0 to 0.15
Medium Priority	Proximity to Schools	Up to 1/2 mile radius of location	0.15 to 0.30
	Proximity to Transit	Up to 1/2 mile radius of location	0.15 to 0.30
	Proximity to Medical Facilities	Up to 1/2 mile radius of location	0.15 to 0.30
	Proximity to Parks and Recreation Facilities	Up to 1/2 mile radius of location	0.15 to 0.30
High Priority	Proximity to Local (City and County owned) Government Facilities	Up to 1/2 mile radius of location	0.30 to 0.50
	Persons with Disabilities (Census Tract information)	People per square mile	0 to 0.50
	Age Distribution (population 9 and under or 80 and over)	People per square mile	0.30 to 0.50

Appendix B provides a more detailed explanation of the ADR scoring criteria and sourcing.

Exhibit 1 below is a map of the City showing the results of the various levels of pedestrian activity, based on the ADR.

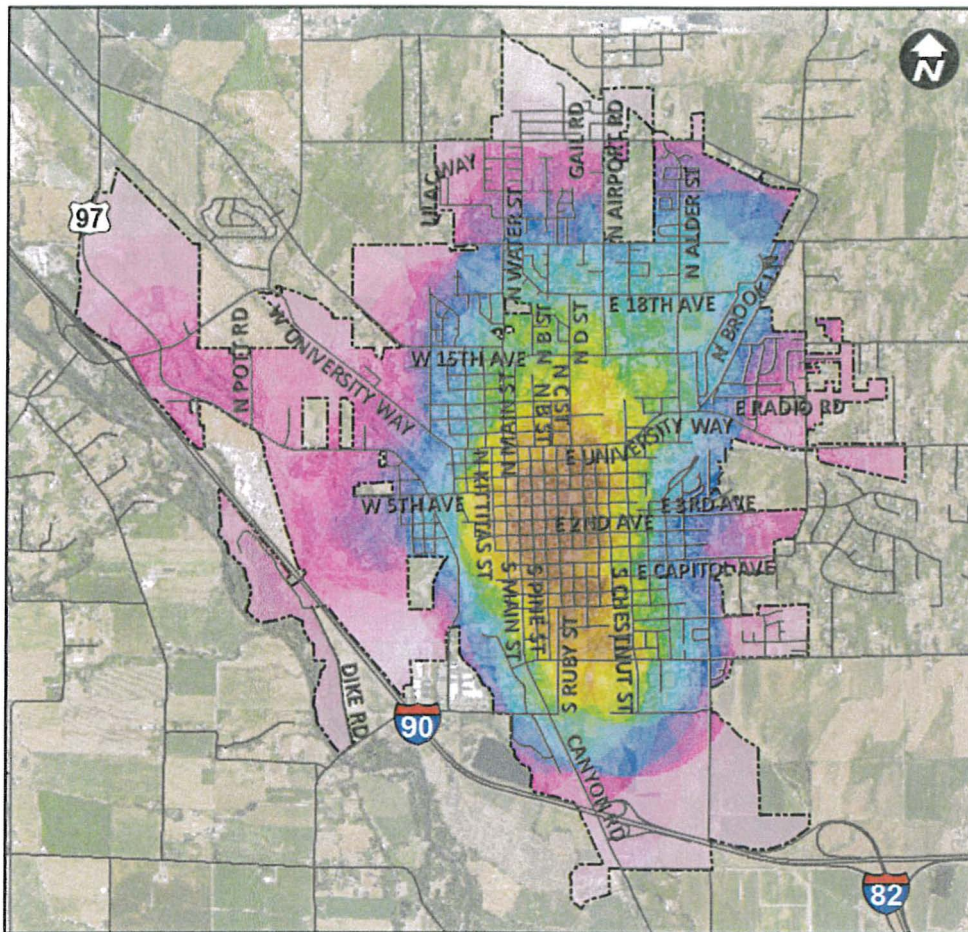


Exhibit 1. City of Ellensburg Pedestrian Activity Levels and Pedestrian Priority Locations.

3.3 Total Prioritization Scores

Once the inventory of pedestrian facilities within the public right-of-way was completed and the non-compliant elements of each facility were identified, the BCR and ADR were applied to each facility, and the ratings were combined to provide a numerical score – the “Total Prioritization Score.” The total prioritization score was used to identify preliminary priorities for improvement projects that will eliminate barriers and bring facilities into compliance. Appendix C provides a full list of the facility locations with the total prioritization scores for each facility.

The total prioritization score is being used as a starting point for the City to prioritize improvements and formulate projects. Priorities and improvement projects are discussed in the Barrier Removal and Project Schedule section, below.



4.0 PUBLIC INVOLVEMENT

On August 25, 2015, a public open house was held at Ellensburg City Hall to engage the community in the development of the transition plan. The purpose of the open house was to gather feedback from the community in all areas of the transition plan development, including but not limited to existing locations of concern or deficiencies, and priorities of the community. At the open house, the attendees were particularly focused on discussions relating to how they use facilities. This input helped shape the final development of the BCR.

Public involvement is required by Title II of the ADA; however, the City also values continued public input as this will help the City meet the needs of the community into the future. The City encourages the community to provide feedback on conditions of facilities and accessibility needs. The public can submit comments and information on the City's web site or through the City's formal Grievance Procedure under the Americans with Disabilities Act, which is also on the City's web site.

5.0 ACCESSIBILITY IMPROVEMENTS AND SCHEDULE

The City of Ellensburg is committed to addressing accessibility improvement needs, which will require a long-term commitment and implementation plan. Over time, improvements will be made using funding budgets that are specific to this program, through the construction of other City capital improvement projects, through strategic partnering with other agencies, and through potential grant funding. The goal of the implementation plan is to provide some flexibility in project selection and maximize the use of available funding for bringing the City's facilities into compliance.

5.1 Budgets and Costs for Improvements

Currently the City's specific funding source and budget for these accessibility improvements is through the City's annual residential sidewalk repair program, which currently has an annual budget of \$120,000.

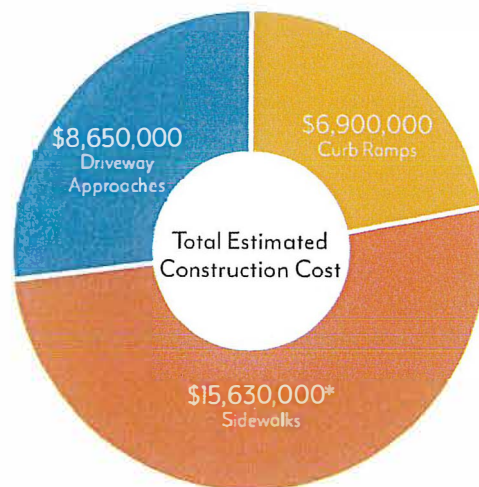
The construction cost ranges for the City's sidewalks used for planning purposes, to fully replace each facility are:

- Replace one curb ramp – \$4,000
- One full block of city sidewalk – \$5,000 to \$165,000 (range depends on length and width of sidewalk)
- Replace one driveway approach – \$2,500 to \$8,000 (range depends on type of driveway and size)

Based on the self-evaluation and the identification of the improvements, the total estimated construction cost for all facilities, in order to remove all barriers, is \$31,180,000. The total estimated costs for each type of facility are summarized below:

- Curb Ramps \$6,900,000
- Sidewalks \$15,630,000
- Driveway Approaches \$8,650,000

The estimated construction costs associated with each individual facility are identified in the tables located in Appendix C.



5.2 Accessibility Improvement Projects and Schedule

The City will select barrier removal projects annually based on immediate needs of community members, the total prioritization scores, consideration of other capital improvement projects, and annual budgets. The City will prepare a near-term project schedule that will identify a three-year project list, from 2019 through 2021. The City will revisit the project prioritization, barrier removal list, and established schedules on an annual basis, and an updated three-year project list will be established. Ongoing staff activities will include documenting where barriers have been removed, by updating the City's GIS data and the list of non-compliant locations shown in Appendix C, in order to track progress.

6.0 IMPLEMENTATION

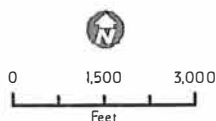
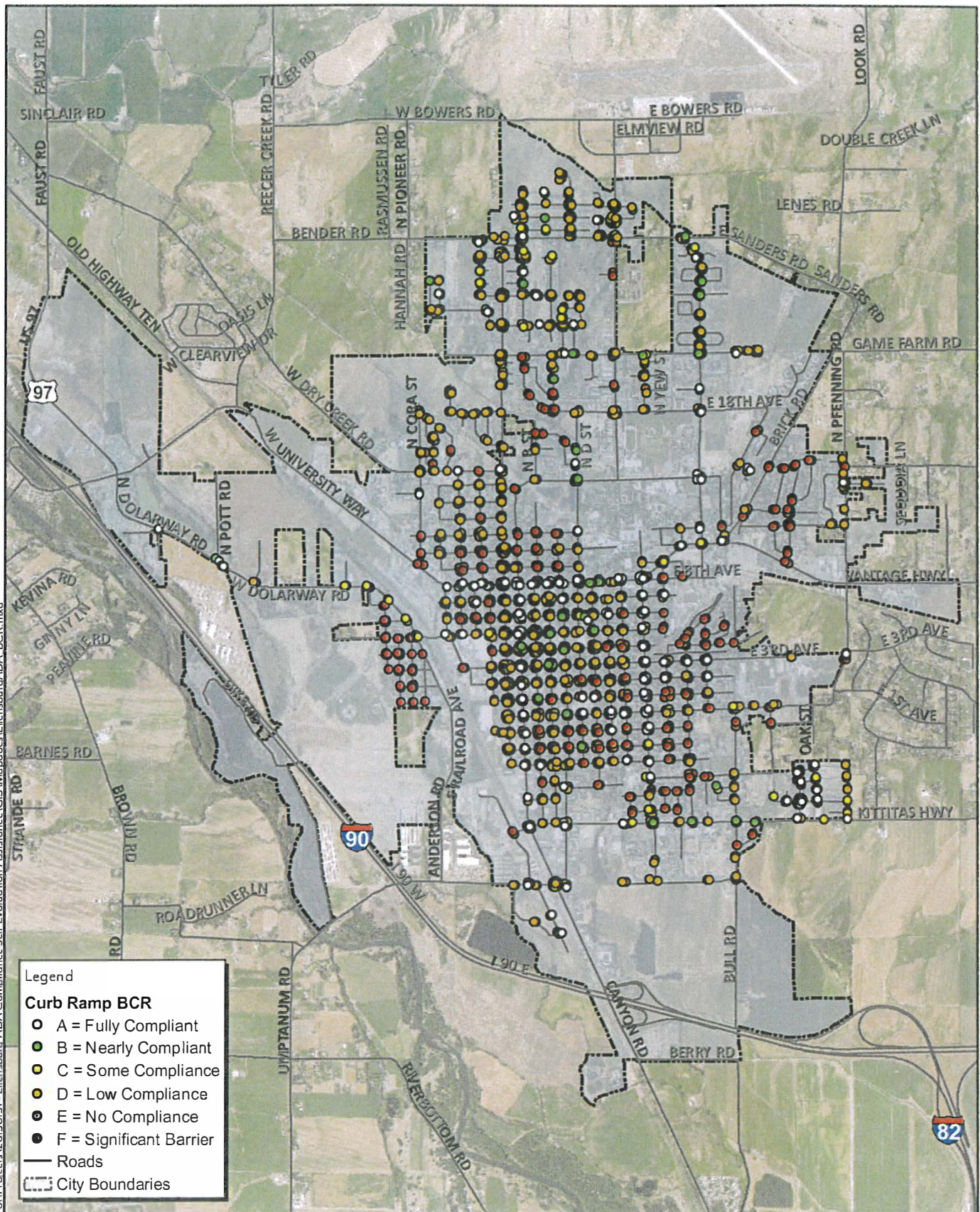
The responsibility for implementation of the ADA Transition Plan for the Public Right-of-Way lies with the City's Public Works and Utilities Department. It is the intent of the City that improvements will be made annually in an effort to move the City towards full ADA compliance and an accessible City.

As implementation of the improvements under this transition plan occur, the City's asset management data will be updated to reflect the new conditions and ADA compliance. In some circumstances, it may not be feasible to remove a barrier or bring an existing facility into compliance based on existing topography or other existing site conditions. In these situations, the City will either determine no better improvements can be made or provide a facility that meets the ADA compliance criteria to the maximum extent feasible and documentation will be prepared and recorded.

As the City moves forward with construction of projects within the public right-of-way, the City has been striving to construct ADA compliant facilities, and will continue to do so, following ADA compliance requirements and recommended best practices that are current at the time of construction.

APPENDIX A

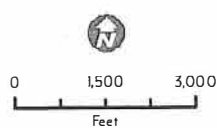
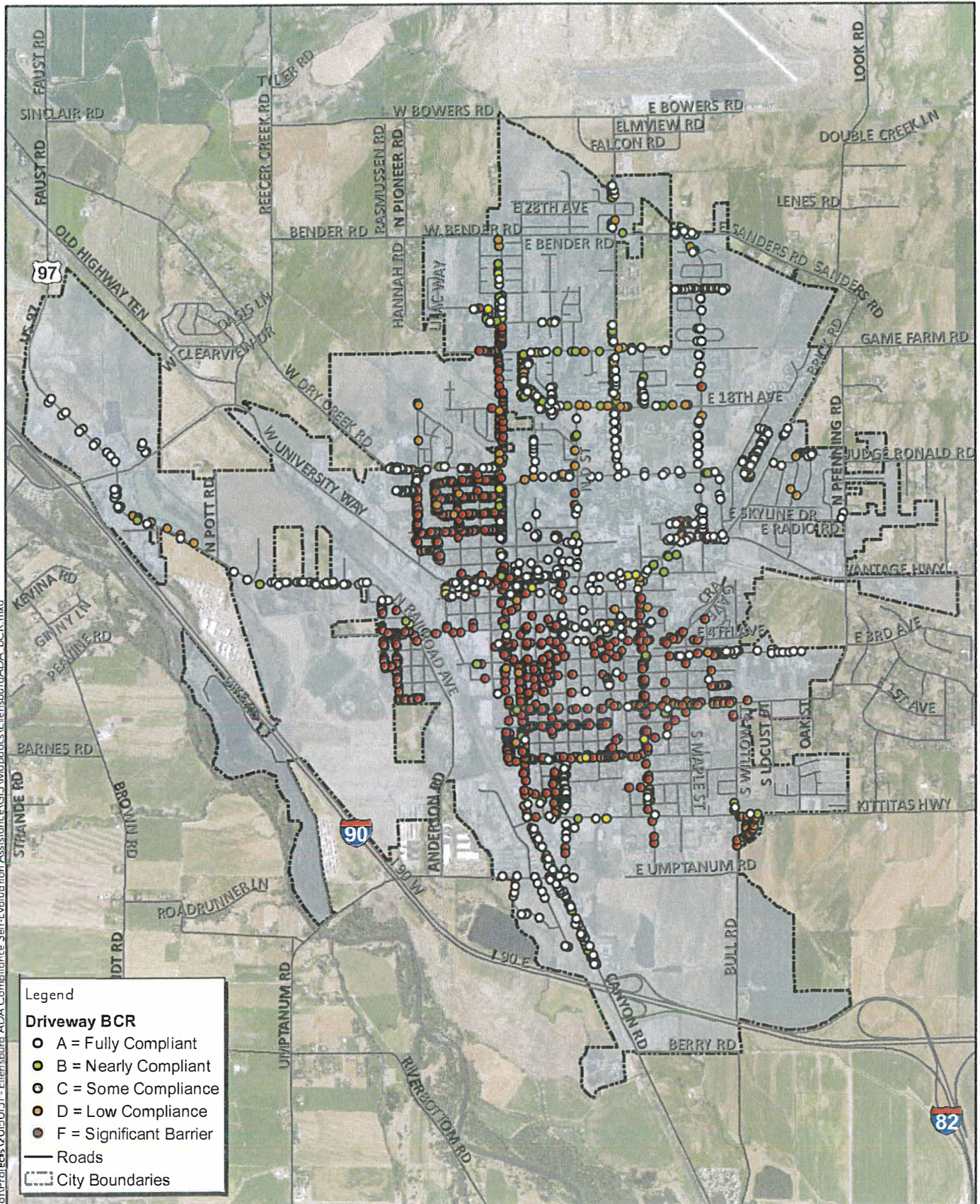
Maps of Locations and Compliance Evaluation Results



City of Ellensburg ADA Transition Plan
Barrier Conditions Rating
Curb Ramps
Date: 6/13/2019

Source: City of Ellensburg

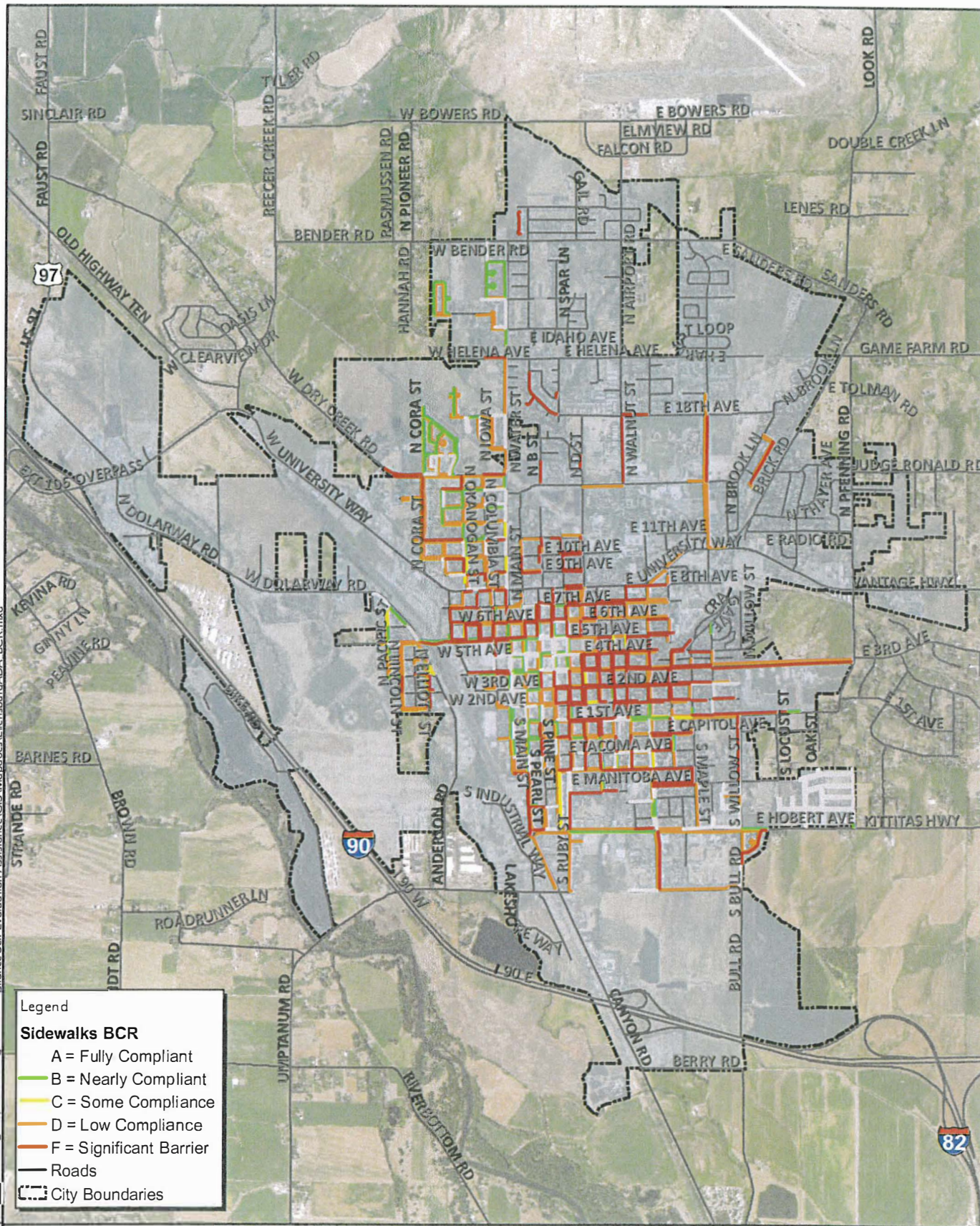
Path: X:\Ellensburg, City of\Projects\20150131 - Ellensburg ADA Compliance Self-Evaluation Assistance\GIS\Mapdocs\EllensburgADA_BCR.mxd



City of Ellensburg ADA Transition Plan
Barrier Conditions Rating
Driveways
Date: 6/13/2019

Source: City of Ellensburg

Path: X:\Ellensburg_City\Projects\2015\031 - Ellensburg ADA Compliance Self-Evaluation\GIS\Mapdocs\Ellensburg ADA BCR.mxd



City of Ellensburg ADA Transition Plan
Barrier Conditions Rating
Sidewalks
Date: 6/13/2019

Source: City of Ellensburg

APPENDIX B

ADR Scoring Criteria and Sourcing



Category	Elements	Unit	Scoring	Source/Notes
Low Priority	Employment Density - Census Block Group	Employees per square mile	0 (<330 Employees/sq mi.)	U.S. Census Bureau, 2012-2016 American Community Survey 5-Year Estimates, Employment Status for the population 16 years and over (Dataset B23025).
			0.05 (330 to 1,700 Employees/sq mi.)	
			0.10 (1,701 to 2,597 Employees/sq mi.)	
			0.15 (>2,597 Employees/sq mi.)	
	Population Density - Census Block Group	People per square mile	0 (<712 Persons/sq mi.)	U.S. Census Bureau, 2012-2016 American Community Survey 5-Year Estimates, Total Population (Dataset B01001).
			0.05 (712 to 2,824 Persons/sq mi.)	
			0.10 (2,825 to 5,291 Persons/sq mi.)	
			0.15 (>5291 Persons/sq mi.)	
Medium Priority	Proximity to Schools •Elementary Schools •Middle Schools •High Schools	1/2 mile and 1/4 mile distance search radius	0.15 / 0.30	City of Ellensburg GIS, eburg_service_facilities.shp
	Proximity to Transit •Bus Stops	1/2 mile and 1/4 mile distance search radius	0.15 / 0.30	City of Ellensburg, eburg_transit_bus_stops.shp
	Proximity to Parks and Recreation Facilities	1/2 mile and 1/4 mile distance search radius	0.15 / 0.30	City of Ellensburg, eburg_parks_facilities.shp
	Proximity to Medical Facilities	1/2 mile and 1/4 mile distance search radius	0.15 / 0.30	City of Ellensburg GIS, eburg_service_facilities.shp
High Priority	Proximity to Government Facilities •City-Owned Facilities •County-Owned Facilities	1/2 mile and 1/4 mile distance search radius	0.30 / 0.50	City of Ellensburg GIS, eburg_service_facilities.shp
	Persons with Disabilities - Census Tracts	Disabled Person per square mile	0 (<86 Persons/sq mi.)	U.S. Census Bureau, 2012-2016 American Community Survey 5-Year Estimates, Disability Characteristics (Dataset S1810)
			0.30 (86 to 90 Persons/sq mi.)	
			0.40 (91 to 155 Persons/sq mi.)	
			0.50 (>155 Persons/sq mi.)	
	Age Distribution - Census Block Group •Population 9 or under •Population 80 or over	Population 9 and under or 80 and over per square mile	0 (<114 Persons/sq mi.) 0.30 (114 to 160 Persons/sq mi.) 0.40 (161 to 333 Persons/sq mi.) 0.50 (>333 Persons/sq mi.)	U.S. Census Bureau, 2012-2016 American Community Survey 5-Year Estimates, Total Population (Dataset B01001).



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: January 6, 2020

Submitted by: John Akers, City Manager

Must Approve: ☒ City Attorney ☒ Finance  City Manager

Additional Approvals: ☒ Community Development ☐ Other Department

Agenda Subject: Ellensburg Business Development Authority (EBDA/CenterFuse)
Professional Services Agreement and Incubator Lease

Action Requested (check all that apply):	Ord. 1 st reading ☐	Ord. 2 nd reading ☐	Legislative Hrg. ☐	Quasi-Judicial Hrg. ☐	Appeal Hrg. ☐
	Adopt Resolution ☐	Approve contract ☐	Approve budget adjustment ☐	Approve – other ☒	Review Report or Study ☐
	Direction to staff ☐	Discussion only ☐	Bid Award ☐	Other ☐ (describe):	

BACKGROUND/SUMMARY: The attached interlocal agreement for professional services (PSA) and Lease of the City's Business Incubator have been prepared for Council's consideration. The PSA and Lease are consistent with previous arrangements between City and EBDA (CenterFuse) and formalize the responsibilities of each party. Both documents replace existing agreements with the EBDA.

PREVIOUS COUNCIL ACTION:

1. Adopted indefinite term PSA with EBDA on November 6, 2017.
2. Authorized 10 year lease for the Business Incubator on September 16, 2014.
3. Adopted an amendment to the PSA addressing funds received by the EBDA from the County Distressed County Sales Tax Fund Grant Program in 2018.

ANALYSIS: The EBDA is a public development authority created by the City of Ellensburg under Title 35.21 RCW and Ellensburg Ordinance No. 3895, as amended, and operates under its adopted Charter and Bylaws. For several years the City has contracted with the EBDA/CenterFuse to perform economic development services and manage the City's Business Incubator. Under this agreement this City also provides staffing of the EBDA Executive Director with funding in the City Budget specifically identified for economic development. The proposed PSA and Lease continue the previous arrangements between the parties. The PSA has been updated to reflect a \$60,000 grant from the Distressed County Sales tax fund (up from \$40,000) in the previous budget year, and the Lease has been clarified with respect to the City and EBDA responsibility for building maintenance.

FINANCIAL IMPACT: Funding responsibilities provided for in the PSA and Lease were anticipated and have been included in the 2020 City Budget.

RECOMMENDED ACTION OR MOTION:

1. Approve the Interlocal Agreement for Professional Services and authorize the Mayor to sign on the City's behalf.
2. Approve the Business Incubator lease and authorize the Mayor to sign on the City's behalf.

Attachments:

1. Interlocal Agreement for Professional Services
2. Lease agreement for the Business Incubator

**Interlocal Agreement for Professional Services
Between Ellensburg Business Development Authority (dba CenterFuse)
and the City of Ellensburg for Provision of Administrative and Project Services**

This Interlocal Agreement for Provision of Administrative and Project Services (“Agreement”) is entered into as if the 1st day of January, 2020 (“Effective Date”), by and between the Ellensburg Business Development Authority dba CenterFuse (“CenterFuse”) and the City of Ellensburg (“City”), a Washington municipal corporation, and together may be collectively referred to as “the Parties.”

WHEREAS, CenterFuse is a public development authority created by the City under Chapter 35.21 RCW and Ellensburg Ordinance No. 3895, as amended, and operates under its adopted Charter and Bylaws; and

WHEREAS, CenterFuse’s mission is to strategically recruit and support businesses and connect them to resources so they can start, grow, and prosper to ensure that Ellensburg has a vibrant and prosperous local economy that values history and natural beauty; and

WHEREAS, the geographical boundaries of CenterFuse will include the City territorial limits and outside the territorial limits of the City to the extent authorized by RCW 35.21.740; and

WHEREAS, the City is the owner of the “Ellensburg Business Incubator Building (Incubator)” located at 1000 N. Prospect, Ellensburg, WA, heretofore referred to as the Business Incubator, which is leased and operated by CenterFuse under a separate agreement with the City for the purpose of supporting new, recently formed or expanding businesses in Ellensburg to help promote economic development opportunities; and

WHEREAS, having the City provide administrative and project services to CenterFuse is the most economical and logistically efficient means of procuring these services; and

WHEREAS, the City is permitted by RCW 35.21.730(1) to provide such services with or without compensation from CenterFuse; and

WHEREAS, CenterFuse wishes to engage the City for administrative and project services within the terms and conditions set forth below;

NOW THEREFORE, in consideration of the above recitals and the mutual promises and benefits contained herein, the Parties hereby agree as follows:

SECTION 1: SCOPE

- 1.1. Parties.** This Agreement is made by and between Ellensburg Business Development Authority dba CenterFuse and the City of Ellensburg, a Washington municipal

corporation, and supersedes all other agreements between the Parties.

- 1.2. **Purpose.** The purpose of this Agreement is to specify certain terms and conditions which allow CenterFuse to obtain administrative, project, and financials support.
- 1.3. **Term.** This Agreement shall commence on the Effective Date of this Agreement and shall continue until terminated as provided herein.
- 1.4. **Termination.** This Agreement may be terminated for any reason at any time by either Party upon thirty (30) days' prior written notice by one Party to the other.
- 1.5. **Amendments.** This Agreement may be amended upon written agreement of the Parties executed in the same manner as provided by law for the execution of this Agreement.

SECTION 2: DUTIES OF THE PARTIES

- 2.1. **City Duties.** The City agrees to provide the following services, as requested by CenterFuse:
 - A. **Administrative Support.** Provide personnel to fill position of Executive Director to support the CenterFuse Board of Directors and committees and assist with meeting scheduling and advertising, preparation of agendas and minutes, and preparation and distribution of correspondence and other necessary administrative functions.
 - B. **Financial Services.** Maintain the official financial records of the CenterFuse and support the processing, recording and reporting of accounts payable, loan payments, bank reconciliations, and associated transactions, as well as cash and investment transactions. Provide other services to include budget preparation, financial reporting, filing of State and Federal financial documents, filing of leasehold improvement taxes, coordination of annual State audit, risk management, and procurement.
 - C. **Use of Facilities.** Allow CenterFuse use of City meeting facilities when such facilities are available.
 - D. **Office Support.** Provide, at no cost to CenterFuse, internet through City Fiber where available, telephone, and office equipment.
- 2.2. **CenterFuse Duties.** CenterFuse agrees to the following services and responsibilities, as requested by the City of Ellensburg:
 - A. **Compliance:** Be in compliance with its Charter, Bylaws, and all rules and regulations set forth by federal, state, and local authorities.
 - B. **Financial.** Reimburse the City or pay directly for expenses, such as printing costs, office supplies, tax filings, audits, D&O insurance, legal fees, and postage.

- C. Economic Development Services.** Provide economic development services within the geographic boundaries as set forth in this document through strategic planning and implementation.
- D. Updates to Council.** Update on strategic planning, outreach, and outcomes to the City Council a minimum of two times per year at an Open Public Meeting.
- E. Budget Resolution.** Adopt an annual budget by Resolution by the January meeting of each year.
- F. Incubator Management Services.** CenterFuse will provide the following services regarding incubator businesses, generally, and the Ellensburg Business Incubator, concurrent with the term of CenterFuse's lease of the Incubator, attached hereto as Exhibit A:
 - 1. CenterFuse, in conformance with the City's broad policy guidance, shall provide for the operation and management of the Ellensburg Business Incubator and the coordination of services provided to tenants and to community businesses. The City of Ellensburg (City) previously entered into a lease agreement with CenterFuse of the Business Incubator building, located at 1000 Prospect Street, Ellensburg, Washington on September 15, 1994. The lease agreement is referred to and by this reference incorporated into this agreement.
 - 2. Provide reasonable cost, flexible space within the incubator facility to start-up and early stage firms needing special assistance to succeed.

SECTION 3: FUNDING FOR SERVICES

- 3.1.** For Fiscal Year 2020, CenterFuse shall pay to the City the total sum of \$60,000 in quarterly installments due March 31, June 30, September 30, and December 31 for personnel services.
- 3.2.** For Fiscal Year 2020, the City shall pay to CenterFuse the total sum of \$60,000 by April 30 for advancement of economic development.

SECTION 4: OTHER PROVISIONS

- 4.1. Conflicts of Interest.** No officer, employee or agent of the City or CenterFuse who exercises any functions or responsibilities in connection with planning or carrying out of this Agreement shall have any personal financial interest, direct or indirect, in this Agreement. CenterFuse and the City will take appropriate steps to assure compliance with this provision.
- 4.2. Independent Authority.** CenterFuse is a separate public development authority established under the laws of the State of Washington. Nothing in this Agreement is intended, or shall be deemed, to constitute a partnership or joint venture between

CenterFuse and the City. CenterFuse shall act independently under the guidance and direction of its Board of Directors, pursuant to its Charter and Bylaws.

- 4.3. Hold Harmless.** The Parties to this Agreement shall defend, indemnify and save one another harmless from any and all claims arising out of the performance of this Agreement, except to the extent that the harm complained of arises from the sole negligence of one of the Parties.
- 4.4. Severability.** In the event any provisions of this Agreement shall be determined to be unenforceable or otherwise invalid for any reason, such provisions shall be enforced and valid to the extent permitted by law. All provisions of this Agreement are severable and the unenforceability or invalidity of a single provision herein shall not affect the remaining provisions.
- 4.5. Filing of Agreement.** This Agreement shall be filed with the Kittitas County Auditor's Office or, alternatively, listed by subject on each or either Party's web site or other electronically retrievable public source pursuant to RCW 39.34.040.
- 4.6. Photocopies.** A fully executed copy of this Agreement shall be treated the same as an original of this Agreement for all purposes.

The City of Ellensburg, Lessor:

The Ellensburg Business Development
Agency, Lessee:

By: _____
Bruce Tabb, Mayor

By:  _____
Linda Schactler,
CenterFuse Board Chairperson

Attest:

City Clerk

Approved as to form:

City Attorney

LEASE AGREEMENT BETWEEN THE CITY OF ELLENSBURG
AND
THE ELLENSBURG BUSINESS DEVELOPMENT AUTHORITY
REGARDING THE CITY INCUBATOR BUILDING

THIS LEASE is made at Ellensburg, Washington, this 30th day of December, 2020, by and between the City of Ellensburg, a Washington municipal corporation, hereinafter referred to as "the City," and the Ellensburg Business Development Authority dba CenterFuse ("CenterFuse"), hereinafter referred to as "Lessee."

WITNESSES THAT:

In consideration of the mutual promises, covenants, condition, and terms to be kept and performed, it is agreed between the parties hereto as follows:

1. **Term; termination.** The term of this Lease shall be ten (10) years beginning January 6, 2020 and terminating at midnight on January 6, 2030. This Lease may be terminated for any reason at any time by either Party upon ninety (90) days' prior written notice by one Party to the other.
2. **Compliance with Charter.** In entering into this lease, the City is relying upon Lessee's substantial compliance with the purposes and authority contained in the Lessee's Public Development Corporation Charter, as amended, and approved by the City through adoption of Ordinance 4778.
3. **Lease Premises.** The City hereby leases to the Lessee, the Ellensburg Business Incubator building situated at 1000 Prospect St., Ellensburg, Washington, and legally described as Lot 1 Ellensburg Industrial Park Plat ("the Premises").
4. **Rate.** The Lessee shall pay to City as rent the sum of \$1.00 per year. Payment is due in one installment.
5. **Permitted Uses.** The incubator property is located on land zoned as Industrial-Heavy (IH), therefore all permitted uses must follow existing City Code 15.310.040 Use Tables and City Code 15.130.010 Definitions.
6. **Utilities.** Lessee will pay for the cost of sewer service, water, electricity, natural gas and telephone utilities for the Premises.
7. **Maintenance, Repairs, and Leasehold Improvements.** CenterFuse will contact City Shop for consultation on all repairs and for seasonal work related to swamp coolers and irrigation. Shop Staff will address all concerns and either provide repair services, including ordering of parts, or advise CenterFuse staff on hiring of outside contractors. All City Shop repairs and parts ordered will be charged back to Community Development Economic Development Repairs and Maintenance account. CenterFuse will contact outside contractors or prepare a Request for Proposals when appropriate, following all state

regulations for prevailing wage. The City is responsible for all large repairs (over \$3,000), up to the budgeted annual amount in the Community Development Economic Development Repairs and Maintenance account. CenterFuse is responsible for all other repairs. If any repairs exceed \$10,000 and there are no funds available in the Community Development Economic Development Repairs and Maintenance, City Administration and CenterFuse will work together on a solution. If a repair is considered catastrophic, CenterFuse will be released from the Lease obligation and the City will proceed with appropriate measures, which may include condemnation of the building and notification to tenants.

The Lessee agrees during the term of this lease, at its own cost, to keep the common area floors, counters, and other facilities in a clean and sanitary condition, to use all necessary and approved safeguards against fire risk, to maintain drip pans under its machinery for the purpose of preventing oil, grease or ink or other wet material from sinking in to the floor of the premises leased. The Lessee shall not garage or store overnight any motor vehicle, except for forklifts, in the premises. Such forklifts which are stored in the premises must be stored on a protective pad or surface area to eliminate any marking or spotting of the floor area.

8. **Hazardous Substances.** Lessee shall not allow on the Premises any leakage, spillage or release of any hazardous substance, hazardous waste, petroleum, or toxic material as those terms are defined by federal or state law or regulation. If such a release should occur, Lessee shall notify the City of such fact within two (2) days. Furthermore, in such event, Lessee shall promptly remove and clean up any such leakage, spillage or release, at its own cost, and Lessee shall accomplish such removal and cleanup in strict compliance with all applicable laws, codes and regulations. Lessee shall notify the City within two (2) days if Lessee receives notice of intent to sue, notice of violation, citation, warning or similar notification arising out of operations on the Premises. Lessee shall notify the City within two (2) days if Lessee learns of any federal, state, or local agency investigation or inquiry concerning the Premises or Lessee's or sub-lessee's operations.
9. **Grounds.** Grounds maintenance will be the responsibility of the City and covered under the City Public Works Groundskeeping Contract.
10. **Snow Removal.** Snow Removal will be contracted by the City and billed to CenterFuse.
11. **Tenant Leases, Invoicing, and Financial Responsibilities.** CenterFuse will provide all leases and lease negotiations as well as invoicing to sublessees, including leasehold improvement taxes, reimbursement of tenant utilities, trash removal, water and sewer, and will provide all accounts payable services for vendor billings. All subleases will be between CenterFuse (sublessor) and Tenant (sublessee). CenterFuse will process all invoices for expenses related to the building. City will prepare and process all Leasehold Improvement taxes to the state. CenterFuse will receive and retain all funds obtained through subleases.
12. **Building Safety.** CenterFuse agrees to arrange for annual inspection of fire alarm system, necessary repairs to system, smoke detectors, and monthly cleaning of common areas. City

will provide annual inspection and upkeep of fire extinguishers.

13. Insurance.

- A. City Insurance.** The City shall obtain and keep in force during the term of the lease a policy or policies of insurance, or have evidence of coverage through a self-insured risk pool, covering loss or damage to the building and Lessee improvements and betterments which constitute a permanent fixture to the building. The policy will provide protection against perils included within the classification of fire, extended coverage endorsement (riot, explosion, damage by vehicle, civil commotion, smoke, hail, damage by aircraft and windstorm), vandalism, malicious mischief and sprinkler leakage. Said insurance shall provide for the payment for loss thereunder to the City. This insurance policy does not cover the personal premises of the Lessee and it is the Lessee's own responsibility to provide insurance coverage for the premises.
- B. Lessee Insurance.** Lessee's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Lessee to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- C.** Lessee shall obtain insurance of the types described below:
1. Commercial General Liability insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover premises and contractual liability. The City shall be named as an insured on Lessee's Commercial General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or a substitute endorsement providing equivalent coverage.
 2. Premises insurance shall be written on an all risk basis.
- D.** Lessee shall maintain the following insurance limits:
1. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
 2. Premises insurance shall be written covering the full value of Lessee's premises and improvements with no coinsurance provisions.
 3. Other Insurance Provisions. The Lessee's Commercial General Liability insurance policy or policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Lessee's insurance and shall not contribute with it.

- E. Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
- F. Verification of Coverage.** Lessee 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 Lessee.
- G. Waiver of Subrogation.** Lessee and City hereby release and discharge each other from all claims, losses and liabilities arising from or caused by any hazard covered by premises insurance on or in connection with the premises or said building. This release shall apply only to the extent that such claim, loss or liability is covered by insurance.
- H. Notice of Cancellation.** The Lessee shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.
- I. Failure to Maintain Insurance.** Failure on the part of the Lessee to maintain the insurance as required shall constitute a material breach of lease, upon which the City may, after giving five business days' notice to the Lessee to correct the breach, terminate the Lease or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand.
- 14. Subleases and Assignments.** The premises, in whole or in part, and appurtenances thereon may be subleased for any use not otherwise inconsistent with this Agreement without written approval from the City.
- 15. Nondiscrimination.** The Lessee agrees not to discriminate against any client, employee or applicant for employment or for services because of race, creed, color, national origin, sex, age, sexual orientation or any other status protected under federal, state or local law.
- 16. Lessee Indemnification.** Lessee shall defend, indemnify, and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to the Premises, which arises out of Lessee's use of the Premises, or from the conduct of Lessee's business, or from any activity, work or thing done, permitted, or suffered by Lessee in or about the building, except only such injury or damage as shall have been occasioned by the sole negligence of the City. The provisions of this section shall survive expiration or termination of this Lease.
- 17. Conformance to Laws.** The Lessee shall not operate, nor allow any sub-lessee to operate, in violation of Local, State and Federal rules regarding the treatment and storage of hazardous materials and hazardous waste, under penalty of termination of the Lease and recovery of any actual and incidental damages.
- 18. Lessee Not to Commit Waste.** Lessee agrees that it will not commit waste and that it will keep the Premises in a safe, sanitary, neat, presentable, and otherwise good condition, and

in general shall comply with all the applicable governmental rules, ordinances and regulations as may be required or imposed by such authorities on said premises and shall comply with any direction pursuant to law of any public officer or officers who shall be empowered to enforce local, state and federal rules, regulations and ordinances upon the Lessee with respect to the said Premises or the use, occupancy, or control thereof, and shall not suffer any improper or offensive use of said Premises.

19. **Bankruptcy.** The Lessee for itself, its successors and assigns and for all persons claiming or to claim under it or them, hereby expressly covenants and agrees that if at any time the Lessee is adjudicated a bankrupt or a receiver of its premises is appointed in insolvency proceedings, then in that event this lease forthwith shall terminate and be at an end at the option of the City, this covenant being one of the considerations whereby City is induced to make this lease.
20. **Delinquency and Failure to Abate.** If the Lessee shall default in the payment of rent or in the performance of any of the covenants contained in this lease or in the event Lessee fails to prevent, correct or abate, within a reasonable time after receiving notification from City to prevent, correct or abate nuisances or other grievances which cause directly or indirectly interference with, harm or damage, the operations or products of another tenant or tenants of City or in the event that the Lessee shall become insolvent or bankrupt or shall make an assignment for the benefit of creditors, City may terminate this lease, and at the expiration of said ten days the term of this lease shall cease and expire as if it were the expiration of the original term. That in case this lease shall be terminated, canceled or forfeited under any of the terms and conditions herein contained or the demised premises be vacant for a period of ten (10) days, City shall immediately have the right to re-enter and take possession of said premises and re-occupy the same without notice and without being liable for damages, and also any part of the premises herein demised that may have been subleased, notwithstanding that the terms are for the best rent it can obtain for the account of the Lessee who shall make good any deficiency, which shall be payable monthly.
21. **Access to Leased Area.** That City, its servants or agents, shall have at all reasonable time, access to any part of the aforesaid premises for the purpose of examining same or making any necessary repairs or changes in plumbing, electric wiring, or pipes, gas pipes, heating or other alterations and repairs in any part of the premises hereby leased, which it may be incumbent upon City to make.
22. **Fire Damage.** The Lessee, in case of fire, shall immediately give notice thereof to City, who shall thereupon cause the damages to that portion of the building hereby leased to be repaired, but if the Premises be so damaged that City shall decide not to rebuild, or condemn the same, the term shall cease and the accrued rent shall be paid up to the time of said fire. In case, however, the destruction of the Premises by fire shall be only partial and a portion thereof shall during the period of repairs be fit for occupancy by the Lessee for the purpose for which said premises are leased, then the rent shall be equitably apportioned and paid for the part so fit for occupancy.

23. **Glass Damage.** In case of any damages or injury to the glass in the Premises or damage or injury to the same premises of any kind whatsoever, said damage or injury being caused by the carelessness, negligence or improper conduct of the Lessee, its agents, servants, guests, or employees, then the said Lessee shall cause the said damage or injury to be repaired in equal quality and type as promptly as possible at its own cost and expense, otherwise the same shall be replaced by City at the cost of the Lessee.

IN WITNESS WHEREOF, the parties hereto have each caused this lease agreement to be executed as of the date first above.

The City of Ellensburg, Lessor:

The Ellensburg Business Development
Agency, Lessee:

By: _____
Bruce Tabb, Mayor

By:  _____
Linda Schactler,
CenterFuse Board Chairperson

Attest:

City Clerk

Approved as to form:

City Attorney



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: January 6, 2020

Submitted by: Ryan Lyyski, Public Works & Utilities Director
Josh Mathews, Light Operations Supervisor

Must Approve: ☒ City Attorney ☒ Finance  City Manager

Additional Approvals: ☐ Choose Department ☐ Other Department

Agenda Subject: Accept Bid Call 2019-22 Tree Pruning Contract with Asplundh Tree Expert LLC as complete

Action Requested (check all that apply):	Ord. 1 st reading ☐	Ord. 2 nd reading ☐	Legislative Hrg. ☐	Quasi-Judicial Hrg. ☐	Appeal Hrg. ☐
	Adopt Resolution ☐	Approve contract ☐	Approve budget adjustment ☐	Approve – other ☒	Review Report or Study ☐
	Direction to staff ☐	Discussion only ☐	Bid Award ☐	Other ☒ (describe): Accept bid call as complete	

BACKGROUND/SUMMARY: All work for tree pruning services for 2019 has been satisfactorily completed by Asplundh Tree Expert LLC, and the contract is ready to be accepted as complete. Bid Call 2019-22 for tree trimming services was published through the City's small works roster and after being evaluated by staff, was awarded to Asplundh Tree Expert LLC by City Council on August 19, 2019. The contract was for an estimated 360 hours of work at \$209.30 per crew hour and a total cost of \$75,348.00.

PREVIOUS COUNCIL ACTION: N/A

ANALYSIS: The tree trimming work performed by Asplundh Tree Expert LLC was completed in December of 2019. Asplundh Tree Expert LLC completed 405.8 crew hours and invoices totaled \$84,952.24 under this contract at the agreed upon hourly crew rate of \$209.30.

FINANCIAL IMPACT: There was one change order for an additional 45.8 crew hours, exceeding the original contract amount by \$9,604.24. This work was completed at the same hourly rate as the original contract. Funds were budgeted in the 2019 Light Fund for the work.

RECOMMENDED ACTION OR MOTION: Staff recommends that the City Council accept Bid Call 2019-22 Tree Pruning Contract with Asplundh Tree Expert LLC as complete.

Attachments: N/A



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: January 6, 2020

Submitted by: Buddy Stanavich, Power & Gas Manager

Must Approve: ☒ City Attorney ☒ Finance  City Manager

Additional Approvals: ☐ Choose Department ☐ Other Department

Agenda Subject: Second Amendment to Enabling Agreement with Chelan PUD

Action Requested (check all that apply):	Ord. 1 st reading ☐	Ord. 2 nd reading ☐	Legislative Hrg. ☐	Quasi-Judicial Hrg. ☐	Appeal Hrg. ☐
	Adopt Resolution ☐	Approve contract ☒	Approve budget adjustment ☐	Approve – other ☐	Review Report or Study ☐
	Direction to staff ☐	Discussion only ☐	Bid Award ☐	Other ☐ (describe):	

BACKGROUND/SUMMARY: Staff requests City Council authorization for the Mayor to sign the Second Amendment to the 2001 Enabling Agreement with Chelan Public Utility District No. 1, enabling wholesale power purchases from Chelan PUD.

PREVIOUS COUNCIL ACTION: On November 14, 2001, City Council authorized the Mayor to sign the enabling agreement with Chelan PUD to facilitate a wholesale power purchase. Furthermore, on October 3, 2016 the City Council authorized the Mayor to sign the first amendment to the enabling agreement with Chelan PUD, which updated addresses, banking and contact information.

ANALYSIS: This second amendment to the enabling agreement updates contact information, allows for netting of the bill, and allows for payments under \$50,000 to be paid by written check.

FINANCIAL IMPACT: None

RECOMMENDED ACTION OR MOTION: Staff recommends City Council consider authorizing the Mayor to sign the attached Second Amendment to the Enabling Agreement with Chelan Public Utility District No. 1.

Attachments: Second Amendment to Enabling Agreement

**SECOND AMENDMENT TO
ENABLING AGREEMENT
(CHELAN/CITY OF ELLENSBURG)**

This SECOND AMENDMENT TO ENABLING AGREEMENT (CHELAN/CITY OF ELLENSBURG) ("Second Amendment") is executed by and between Public Utility District No. 1 of Chelan County, Washington (the "District"), a municipal corporation of the State of Washington, and City of Ellensburg ("Ellensburg"), a municipal corporation organized and existing under the laws of Washington. The District and Ellensburg are referred to as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, the Parties entered into an Enabling Agreement dated November 27, 2001 (the "Agreement"); and

WHEREAS, the Parties entered into a First Amendment to the Enabling Agreement dated October 10, 2016 (the "First Amendment"); and

WHEREAS, the Parties wish to amend the Agreement as set forth herein.

NOW, THEREFORE, in recognition of the foregoing recitals which are hereby incorporated into this Second Amendment and in consideration of the covenants herein, the Parties agree as follows:

1. The last sentence in Section 2 (a) shall be deleted and replaced with the following:

The WSPP Agreement dated July 1, 2001 and all changes thereto are collectively referred to as the WSPP Agreement.

2. Section 3 of the Agreement is deleted in its entirety and replaced with the following:

BILLING AND PAYMENT.

a. Subject to the right of either Party to designate a different email address, all bills shall be sent to the other Party at the email address set forth below:

To Chelan:
Power Resource Specialist
PO Box 1231
Wenatchee WA 98807-1231
chelanatf@chelanpud.org

To Ellensburg:
Power & Gas Manager
501 N Anderson St
Ellensburg WA 98926
stanavichm@ci.ellensburg.wa.us
electric@ci.ellensburg.wa.us
509-962-7225

b. All payments to either Party equal to or greater than \$50,000 shall be by electronic funds transfer to the account designated on the invoice.

c. The parties agree to net payments for transactions under the Agreement. The netting shall be done in accordance with the following provision. If the District and Ellensburg are each required to pay an amount on the payment due date in the same month for transactions under the Agreement and Confirmation(s), then such amounts with respect to each Party will be aggregated and the Parties will discharge their obligations to pay through netting, in which case the Party owing the greater aggregate amount will pay to the other party the difference between the amounts owed consistent with the payment times in the WSPP Agreement, unless the Parties have agreed to a different payment time as allowed by the WSPP Agreement. Each Party reserves to itself all rights, set-offs, counterclaims and other remedies and/or defenses to which it is or may be entitled, arising from or out of the Agreement. All outstanding payments between the Parties which are to be netted pursuant to this provision for transactions under the Agreement and the applicable Confirmation(s) shall be offset against each other or set off or recouped therefrom.

3. The Term of this Second Amendment to the Agreement shall begin as of the date signed below and shall end on the date the Agreement is terminated. Except as otherwise modified herein, all other terms and conditions set forth in the Agreement shall continue to be binding on the Parties and remain in full force and effect. This Second Amendment and the Agreement constitute the entire agreement between the Parties regarding this subject matter, and supersedes all proposals and prior agreements, oral or written, and all other communications between them relating to the subject matter herein.

4. Each of the individuals executing this Second Amendment warrant that they are the authorized signatory of the entity for which they are signing and have sufficient corporate authority to execute this Second Amendment.

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to be executed by their duly authorized representatives.

PUBLIC UTILITY DISTRICT NO. 1 OF
CHELAN COUNTY, WASHINGTON

By: _____
Title: General Manager
Date: _____

CITY OF ELLENSBURG

By: _____
Title: _____
Date: _____

City Council Meeting Date: January 6, 2020

Submitted by: Josephine Camarillo, Library Director

Must Approve: ☒ City Attorney ☒ Finance  City Manager

Additional Approvals: ☐ Choose Department ☐ Other Department

Agenda Subject: City-County Library Services Agreement

Action Requested (check all that apply):	Ord. 1 st reading ☐	Ord. 2 nd reading ☐	Legislative Hrg. ☐	Quasi-Judicial Hrg. ☐	Appeal Hrg. ☐
	Adopt Resolution ☐	Approve contract ☐	Approve budget adjustment ☐	Approve – other ☒	Review Report or Study ☐
	Direction to staff ☐	Discussion only ☐	Bid Award ☐	Other ☐ (describe):	

BACKGROUND/SUMMARY: The annual City-County library services agreement for 2020 has been approved by Kittitas County Commissioners.

On November 7, 2019, the Kittitas County Regional Library Advisory Board consisting of Ellensburg, Kittitas, Roslyn and Cle Elum City Libraries, presented to County Commissioners to request annual funding for library services.

The Ellensburg Public Library requested \$111,000 from the county for the year 2020 to help with costs in serving county residents in unincorporated areas. The county has agreed to pay \$111,000 for contract services with the Ellensburg Public Library to provide library services. This is a \$1,000 increase from 2019 funding.

PREVIOUS COUNCIL ACTION: Council approved 2019 City-County Services Agreement on February 19, 2019.

ANALYSIS: Library usage from county residents comprise at least 33% of our current cardholders. During our annual summer reading program, 30% of youth participants are county residents.

FINANCIAL IMPACT: The sum of \$111,000 will help cover additional costs to provide materials and services to county residents. \$110,000 is currently included in the 2020 budget. An increase of \$1,000 will need to be added to the 2020 budget, increasing the General Fund ending fund balance.

RECOMMENDED ACTION OR MOTION: Council authorize the Mayor to sign 2020 City-County Library Services Agreement and approve necessary budget adjustments.

Attachments: City–County Library Services Agreement

CITY-COUNTY LIBRARY SERVICES AGREEMENT

THIS AGREEMENT is entered into on this 17th day of December, 2019 between the City of Ellensburg ("City") and Kittitas County ("County"), whereby the City, in return for stated consideration, agrees to provide library services to residents of the County.

WHEREAS, the Ellensburg City Council desires to make available to all County Citizens the materials of the Ellensburg Public Library, upon certain terms and conditions; and

WHEREAS, the County desires to contract for library services from the Ellensburg Public Library for all its residents, and is willing to provide payments from its current revenues to assist in obtaining and reducing the costs of such services for its residents; Now, Therefore,

The parties AGREE as follows:

1. Services. The usual public library services provided by the Ellensburg Public Library will be provided to all residents of the County who come to the library to use its facilities in accordance with its rules, regulations, operating policies and procedures. This includes the ability to borrow or check out library materials for persons who reside in the unincorporated areas of the County.
2. Compensation. Kittitas County shall pay directly to the City the sum of \$111,000.00 as a subsidy to the City for Library services provided annually to unincorporated County residents from January 1 through December 31. Payment shall be made on a quarterly basis on the last day of March, June, September and December. Payments shall be made at such times as to allow their receipt and deposit before the last business day of the month due.

County residents who reside in an unincorporated area of the County may obtain a library card from the City, allowing them to borrow or check out library materials at the City of Ellensburg Public Library.

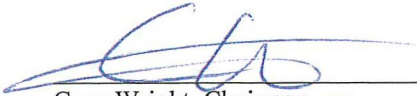
3. Records. The following statistics shall be compiled and maintained by the Ellensburg Public Library and reported to the Kittitas County Board of Commissioners annually:
 - (a) The number of individuals receiving library cards;
 - (b) Statistics on library materials circulation comparative to the previous year's circulation statistics; and
 - (c) Comparative statistics reflecting the services received by residents of unincorporated Kittitas County to the total services provided by the Library.

4. Amendments. Any amendment to this agreement shall be in writing and shall be only as specifically authorized by the Kittitas County Board of County Commissioners and the Ellensburg City Council.
5. Duration of Agreement. This agreement shall take effect January 1, 2020, and shall continue in effect for a period of one year until December 31, 2020; SUBJECT, HOWEVER, to the County's right to cancel or terminate the agreement, without penalty or obligation by the County for further payment, at any time for any reason during said period on a prorated basis and to recover as refund from the City of Ellensburg any prepayment made by the County for remaining unused portions of the County's quarterly payment, upon Thirty (30) Days written notice by the County to the City of Ellensburg, sent certified mail, return receipt requested.

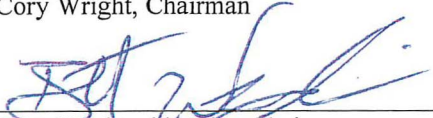
DATED this 17th day of December, 2019.

**BOARD OF COUNTY COMMISSIONERS
KITITAS COUNTY, WASHINGTON**

CITY OF ELLENSBURG


Cory Wright, Chairman

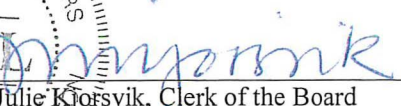
Mayor


Brett Wachsmith, Vice-Chairman


Laura Osiadacz, Commissioner

ATTEST:

ATTEST:


Julie Kjosvik, Clerk of the Board

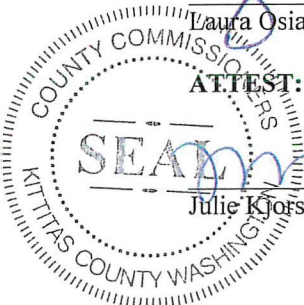
City Clerk

Approved as to form:

Approved as to form:

Kittitas County Prosecuting Attorney

City Attorney



City Council Meeting Date: January 6, 2020

Submitted by: John Akers, City Manager

Must Approve: ☒ City Attorney ☒ Finance  City Manager

Additional Approvals: ☐ Choose Department ☐ Other Department

Agenda Subject: 2020 Kittitas County EMS Division Payment Agreement

Action Requested (check all that apply):	Ord. 1 st reading ☐	Ord. 2 nd reading ☐	Legislative Hrg. ☐	Quasi-Judicial Hrg. ☐	Appeal Hrg. ☐
	Adopt Resolution ☐	Approve contract ☒	Approve budget adjustment ☐	Approve – other ☐	Review Report or Study ☐
	Direction to staff ☐	Discussion only ☐	Bid Award ☐	Other ☐ (describe):	

BACKGROUND/SUMMARY: In accordance with the Interlocal Cooperation Agreement for the operation of the Kittitas County EMS Division originally signed in 1995, the attached 2020 Payment Agreement has been submitted to the City of Ellensburg for approval.

PREVIOUS COUNCIL ACTION: Each year Council approves the proposed payment agreement.

ANALYSIS: Individual jurisdictions within Kittitas County are charged a percentage of the EMS budget based on a population distribution which is derived from the Office of Financial Management. Attached is Attachment C – Kittitas County Emergency Medical Services and Trauma Care Council Payment Agreement for 2020 and the Proposed 2020 Budget Plan for the Kittitas County EMS Division.

FINANCIAL IMPACT: The City Council approved \$73,917.25 in funding for this agreement through the 2019/2020 budget process. An additional \$3,534.75 will need to be added to the 2020 budget for a total of \$77,452. This will decrease the General Fund ending fund balance.

RECOMMENDED ACTION OR MOTION: Authorize the City Manager to execute the 2020 Interlocal Cooperation Payment Agreement with Kittitas County Emergency Medical Services and Trauma Care Council and approve necessary budget adjustments.

Attachments: Memo from Cheryl Burrows, EMS Coordinator
Payment Agreement
Proposed 2020- Kittitas Co. EMS Division Office Budget Plan



**KITTITAS COUNTY
EMERGENCY MEDICAL SERVICES DIVISION**

RECEIVED

DEC 23 2019

OFFICE OF CITY MANAGER
ELLENSBURG, WA

MEDICAL PROGRAM DIRECTOR	Office of the: EMS COORDINATOR	EMS & TRAUMA CARE COUNCIL
--------------------------	-----------------------------------	---------------------------

December 19, 2019

TO: John Akers, City Manager
City of Ellensburg

FR: Cheryl L. Burrows
EMS Coordinator

RE: 2020 Payment Agreement

Please find enclosed two original 2020 Kittitas County Emergency Medical Services (EMS) & Trauma Care Council Payment Agreements (attachment "C" to the Interlocal Cooperation Agreement with the Kittitas County EMS & Trauma Care Council). The Payment Agreement reflects the *Proposed 2020 Budget Plan* recommended by the Kittitas County EMS & Trauma Care Council on June 13, 2019, for the operation of the Kittitas County EMS Division.

The *Proposed 2020 Budget Plan* was sent out to all Participating Jurisdictions in July and presented at the December 18th KCCOG meeting. The KCCOG members present reviewed and approved to recommend the *Proposed 2020 Budget Plan* as presented.

Upon approval, please return one signed copy of the agreement to this office.

If you have any questions or would like me to attend a future meeting, please contact me at 509-674-2932 or 509-929-3247 (cell).

Thank you for your continued support and Happy Holidays!

Enclosed:

- 2020 Payment Agreement (2 signed copies – please return 1)
- Recommended 2020 Budget Plan for Kittitas County EMS Division

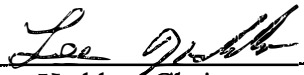
“C”
Kittitas County
Emergency Medical Services and Trauma Care Council
and
Interlocal Cooperation Agreement Participating Jurisdictions

PAYMENT AGREEMENT

1. Term. The term of this agreement will be from January 1, 2020 until December 31, 2020.
2. Compensation. The named Participating Jurisdiction, City of Ellensburg, shall pay the Kittitas County EMS & Trauma Care Council (Council) a total of \$77,452.00 or less, depending on actual expenses; to be paid in quarterly payments to the Council of \$19,363.00, for their 43% of the daily operations of the Kittitas County EMS Division office in accordance with the Interlocal Cooperation Agreement. Actual expenses shall be documented by the Council to the Participating Jurisdiction in the form of a quarterly report to include a quarterly billing statement. Quarterly payments will be made at the beginning of each quarter. Revenue not expended will be credited to the Participating Jurisdiction for the following year or reimbursed at the close of the operating year.

Agreed to and dated this _____ day of _____, 20____.

Kittitas County EMS & Trauma Care Council:



Lee Hadden, Chair
Joshua DeHerrera, Vice Chair

City of Ellensburg

John Akers, City Manager

Approved as to form:

Attorney (optional)

"C"
Kittitas County
Emergency Medical Services and Trauma Care Council
and
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PAYMENT AGREEMENT

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Agreed to and dated this _____ day of _____, 20__.

Kittitas County EMS & Trauma Care Council:



Lee Hadden, Chair
Joshua DeHerrera, Vice Chair

City of Ellensburg

John Akers, City Manager

Approved as to form:

Attorney (optional)

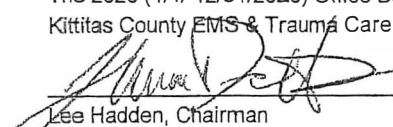
Kittitas County Emergency Medical Services Division Proposed 2020 - Office Budget Plan

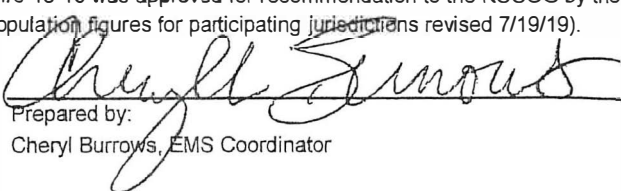
COPY

Description Projected Expenditures	Actual 2018	Budgeted 2019	Proposed 2020	Notes
Salary - Coordinator (1 FTE):	54,984.00	56,600.00	58,400.00	3.0% COLA/MERIT/Wage adjust
EMS Assistant (Program Support)	24,327.24	37,266.00	46,800.00	New Asst. at higher salary
Benefits/Emp. Taxes - Coordinator:/Ass	23,952.19	33,000.00	36,820.00	35% of salary per county
Professional Support (Acct. / Legal)	500.00	500.00	600.00	As needed
County Administrative Fee	600.00	600.00	600.00	\$50 per month
Rent & Utilities (new lease 5/2018)	12,713.43	16,320.00	16,400.00	3yr lease (\$1250+\$120 utilities/mo)
Phone/Fax/Internet/Mobile Broadband:	2,912.57	3,300.00	3,300.00	
Postage:	342.22	200.00	200.00	
Office Supplies:	565.18	500.00	500.00	
Photocopies/Printing:	4,259.17	4,500.00	4,500.00	copier lease & other printing
Computer Serv./Software/Website:	2,544.71	4,100.00	4,000.00	
Travel/Gas/License/Other	1,302.88	2,000.00	2,000.00	Vehicle: Gas/Travel/Maint
Training/Conferences (Best Practices)	70.00	800.00	800.00	
Insurance	4,694.00	4,100.00	4,300.00	vehicle insurance from User Fee
Office Equipment (replacement)	600.00	600.00	600.00	
Miscellaneous	309.12	314.00	300.00	
Capital Vehicle/Expenses (user fee)	9,179.24	11,500.00	11,500.00	payments & insurance
TOTAL EXPENDITURES:	\$143,855.95	\$176,200.00	\$191,620.00	
Jurisdiction Projected Contribution	\$134,676.71	\$164,700.00	\$180,120.00	Population Distribution (4/1/19)
Kittitas County - (47%):	71,161.00	75,762.00	84,656.00	increase .5%
City of Ellensburg - (43%):	69,580.00	72,468.00	77,452.00	distribution same
City of Cle Elum - (4%):	7,116.00	6,588.00	7,205.00	distribution same
City of Kittitas - (3%):	5,535.00	4,941.00	5,404.00	decrease .5%
City of Roslyn - (2%):	3,163.00	3,294.00	3,602.00	distribution same
Town of S. Cle Elum - (1%):	1,581.00	1,647.00	1,801.00	distribution same
TOTAL PJ REVENUE:	\$158,136.00	\$164,700.00	\$180,120.00	
Annual PJ Budget Increase:	2.0%	2.5%	8.56%	
User Fee=Vehicle/Insur. (5 yr plan)	\$11,600.00	\$11,500.00	\$11,500.00	Fee based on #/type providers
Reserve/Accrual Fund				
ASHI Training Site	2,133.39	1,761.92		
Public Education (ASHI courses)	1,984.60	801.59		
Benefit Accrual Fund	9,000.00	9,000.00		
Office Equip Accrual Fund	407.50	3,429.42		
Capt Equip Accrual Fund (vehicle) - Ufe	7,745.98	4,589.62		
Special Project (ie. Office move, MPDD)	1,052.19	6,067.14		
Total Annual Budget:	\$192,059.66	\$201,849.69	\$191,620.00	
Participating Jurisdiction Credit:	0.00	28,661.89		

Population percentages derived from the Office of Financial Management, Forecasting Division for April 1, 2019 (adjustments noted)

The 2020 (1/1-12/31/2020) Office Budget Plan Resolution #6-13-19 was approved for recommendation to the KCCOG by the Kittitas County EMS & Trauma Care Council on 6/13/19 (population figures for participating jurisdictions revised 7/19/19).


Lee Hadden, Chairman
Joshua DeHerrera, Vice Chair


Prepared by:
Cheryl Burrows, EMS Coordinator

VOUCHER APPROVAL

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED, OR THAT ANY ADVANCE PAYMENT IS DUE AND PAYABLE PURSUANT TO A CONTRACT OR IS AVAILABLE AS AN OPTION FOR FULL OR PARTIAL FULFILLMENT OF A CONTRACTUAL OBLIGATION, AND THAT THE CLAIM IS A JUST, DUE AND UNPAID OBLIGATION AGAINST THE CITY OF ELLENSBURG, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND CERTIFY TO SAID CLAIM.


AUDITING OFFICER

12/30/19
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 **6TH DAY OF JANUARY 2019**. THE COUNCIL, BY A VOTE, HAS APPROVED FOR PAYMENT THE VOUCHERS INCLUDED IN THE ABOVE LIST AND FURTHER DESCRIBED AS FOLLOWS:

Claims Fund				Total Amounts
Check #'s	146759	TO	147064	\$ 1,464,450.60
EFT #'s	3937	TO	3978	\$ 1,563,898.54

Payroll Fund				Total Amounts
Check #'s	94979	TO	95002	\$ 44,710.73
Direct Deposits	53914	TO	54139	\$ 337,982.59

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

ATTEST: _____
CITY CLERK

City Council Meeting Date: January 6, 2020

Submitted by: Laurie Gigstead, Executive Assistant to the City Manager 

Must Approve: ☐ City Attorney ☐ Finance  City Manager

Additional Approvals: ☐ Choose Department ☐ Other Department

Agenda Subject: Board and Commission Applications/Requests for Reappointment

Action Requested (check all that apply):	Ord. 1 st reading ☐	Ord. 2 nd reading ☐	Legislative Hrg. ☐	Quasi-Judicial Hrg. ☐	Appeal Hrg. ☐
	Adopt Resolution ☐	Approve contract ☐	Approve budget adjustment ☐	Approve – other ☐	Review Report or Study ☐
	Direction to staff ☐	Discussion only ☐	Bid Award ☐	Other ☒ (describe): Introductions and Consider reappointments	

BACKGROUND/SUMMARY: Two people have recently applied to serve on the Planning Commission. Three positions on the Ellensburg Business Development Authority Board had terms expiring on December 31, 2019. All three submitted applications seeking reappointment. One additional person applied for consideration of appointment also. The EBDA recommendation is to appoint Grant Clark, James Jankowski and Jared Vallejo.

PREVIOUS COUNCIL ACTION: N/A

ANALYSIS: As directed by Council, applications are presented to Council for consideration. The attached chart shows all current and upcoming vacancies and applicants. Copies of the applications for appointment are attached to the agenda report.

FINANCIAL IMPACT: N/A

RECOMMENDED ACTION OR MOTION: Conduct introductions of Geraldine O'Mahony and Taylor Crouch. Consider appointments to the Ellensburg Business Development Authority Board.

Attachments: Applications for Appointment.

Boards and Commissions	Affordable Housing Commission	Arts Commission	Building Appeals Board	Civil Service Commission	Ellensburg Business Development Authority Board	Environmental Commission	Landmarks and Design Commission	Library Board	Lodging Tax Advisory Committee	Parks and Recreation Commission	Planning Commission	Public Transit Advisory Committee	Senior Citizens Advisory Commission	Utility Advisory Committee
MEMBERS	7	7	5	3	9	7	7	7	5	7	7	7	7	7
Residency Requirements	Y	N	N	Y	N	Y	Y	Y	N	Y	Y	N	N	Y
Current Members within City Limits	6	2	1	3	2	5	4	5	3	7	5	7	4	5
Current Members Outside City Limits	1	5	3	0	7	1	1	1	1	0	1	0	3	0
Current Members Outside but in UGA	0	0	0	0	0	0	0	0	0	0	0	0	0	1
VACANCIES	0	0	1	0	0	1	2	1	1	0	1	0	0	0
Terms Expiring 12/31/19					3									
APPLICANTS														
Taylor Crouch							2 nd			3 rd	1 st			
Geraldine O'Mahony						2 nd					1 st			
John Renkema, Jr.					1 st									
Grant Clark					Re-App									
James Jankowski					Re-App									
Jared Vallejo					Re-App									

Laurie Gigstead

From: Carolyn Honeycutt
Sent: Monday, December 16, 2019 12:43 PM
To: Laurie Gigstead; Dustin Davison
Subject: EBDA board

At the December 11, 2019 CenterFuse Board Meeting, the Board reappointed the following three members:

Jared Vallejo
Grant Clark
James Jankowski

These should go to Council for confirmation at the first meeting in January. Thank you

--Carolyn

Carolyn Honeycutt
Economic Development Manager
City of Ellensburg
Ellensburg, WA 98926
Office (509) 962-7146
Mobile (509) 607-7560

Laurie Gigstead

From: noreply@civicplus.com
Sent: Thursday, December 26, 2019 10:10 AM
To: Laurie Gigstead
Subject: [Ext] Online Form Submittal: Application for Appointment

Application for Appointment

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

Boards & Commissions	Planning Commission
Name of Applicant:	Taylor Crouch
Address	1201 E. Helena Ave Unit #10202
Mailing Address (If Different)	<i>Field not completed.</i>
City	Ellensburg
State	WA
Zip	98926
Email Address	taylor.crouch@co.kittitas.wa.us
Phone Number	2537970625
Length of Residence in Ellensburg	5 years
Do you live within the city limits?	Yes
If applying for the Sr. Citizens' Advisory Board, are you at least 55 years of age?	<i>Field not completed.</i>
Occupation Status and Background:	Currently Clerk of the Board to the Kittitas County Commissioners. I graduated from CWU in 2018 and have decided that Ellensburg is my forever home.
Organization Affiliations:	This would be my first Committee I have served on. Looking to be a part of my community.

Why are you seeking appointment?

I am seeking appointment because I know that the planning of this City will need strong voices in the next coming years as Ellensburg goes through an exciting expansion. I am looking at the long term health of this community and the benefits I could bring to this Commission. I am a smart individual who is willing to put in the work for this committee to make this community the best it can be for those who call it home.

Will you be able to attend meetings regularly if appointed?

Yes

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

Boards & Commissions

Landmarks and Design Commission

Boards & Commissions

Parks and Recreation Commission

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

Laurie Gigstead

From: noreply@civicplus.com
Sent: Sunday, December 22, 2019 9:43 PM
To: Laurie Gigstead
Subject: [Ext] Online Form Submittal: Application for Appointment

Application for Appointment

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

Boards & Commissions Planning Commission

Name of Applicant: Geraldine O'Mahony

Address 400 S PEARL ST

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

City ELLENSBURG

State WA

Zip 98926

Email Address gerthelovely@gmail.com

Phone Number 6087705976

Length of Residence in Ellensburg 6.5 years

Do you live within the city limits? Yes

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

Occupation Status and Background: Assistant Professor, Political Science. I have taught/worked within administration at CWU for the last 6.5 years. Before graduate school I worked for a local council in London.

Organization Affiliations: N/A

Why are you seeking appointment?

I live in the city and have two small children and so am invested in seeing the city grow and develop in a sustainable manner.

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

Environmental Commission

Boards & Commissions

Field not completed.

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

Laurie Gigstead

From: noreply@civicplus.com
Sent: Tuesday, November 19, 2019 4:45 PM
To: Laurie Gigstead
Subject: [Ext] Online Form Submittal: Application for Appointment

Application for Appointment

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

Boards & Commissions	Ellensburg Business Development Authority
Name of Applicant:	John Renkema Jr.
Address	1207 N Tanglewood Ct
Mailing Address (If Different)	<i>Field not completed.</i>
City	Ellensburg
State	WA
Zip	98926
Email Address	john@txcgroup.com
Phone Number	509-859-2797
Length of Residence in Ellensburg	4 years
Do you live within the city limits?	Yes
If applying for the Sr. Citizens' Advisory Board, are you at least 55 years of age?	<i>Field not completed.</i>
Occupation Status and Background:	I have lived in Ellensburg for the past 4 years and am a partner in TXC Group LLC, a building and developing company based in Ellensburg. Prior to this, I lived in the Seattle area, Phoenix, Dallas and Canada. I graduated from Dallas Baptist University in Dallas, TX with a bachelors degree in Business Management. I have worked in the building industry for 26 years and am the 3rd generation in my family to be in this field.

I have owned 5 businesses in my life including a small mail order clothing business, a collector car restoration shop and retail parts store, a commercial printing company serving over 300 different clients in medical, hospitality, education, professional, service and manufacturing, I am currently a partner in TXC Group a residential construction company, and am in the process of starting a distribution company for building materials.

Organization Affiliations:	I currently serve on the City of Ellensburg Environmental Commission.
----------------------------	---

Why are you seeking appointment?	I believe I can utilize my experience to serve the people of Ellensburg, with ideas I can bring to the table and collaboration with other members of the Business Development Authority, by listening to the needs of the residents and doing my part to help bring change that will benefit the residents of Ellensburg through better housing and economic opportunities through aiding the city in attracting the right companies that will bring more living wage jobs to our community. I believe will flow over to to benefit the City and all their departments, the school districts, our medical services and the hospital, parks and community services. I believe we can retain the vibrancy and small town charm of Ellensburg, yet making it financially secure and safe for everyone.
----------------------------------	---

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	Ellensburg Business Development Authority
----------------------	---

Boards & Commissions	<i>Field not completed.</i>
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Email not displaying correctly? [View it in your browser.](#)

Laurie Gigstead

From: noreply@civicplus.com
Sent: Monday, December 2, 2019 11:51 AM
To: Laurie Gigstead
Subject: [Ext] Online Form Submittal: Application for Appointment

Application for Appointment

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

Boards & Commissions	Ellensburg Business Development Authority
Name of Applicant:	Grant Clark
Address	2209 E. Quartz Mtn. Dr.
Mailing Address (If Different)	<i>Field not completed.</i>
City	Ellensburg
State	WA
Zip	98926
Email Address	grant.clark@wheatland.bank
Phone Number	509-933-3200
Length of Residence in Ellensburg	25 years
Do you live within the city limits?	No
If applying for the Sr. Citizens' Advisory Board, are you at least 55 years of age?	<i>Field not completed.</i>
Occupation Status and Background:	Commercial lending officer for Wheatland Bank. 40 years in the banking industry.
Organization Affiliations:	BOD - Kittitas Valley Historical Society BOD - Grasslands Water Association Rodeo City Kiwanis

Why are you seeking appointment?

I would like to continue my work with EBDA (Center Fuse). The progress made by this organization over the last two years has been exceptional, and I would like to use my knowledge to keep moving forward.

Will you be able to attend meetings regularly if appointed?

Yes

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

Boards & Commissions

Field not completed.

Boards & Commissions

Field not completed.

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Laurie Gigstead

From: noreply@civicplus.com
Sent: Wednesday, October 30, 2019 10:26 PM
To: Laurie Gigstead
Subject: [Ext] Online Form Submittal: Application for Appointment

Application for Appointment

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

Boards & Commissions	Ellensburg Business Development Authority
Name of Applicant:	James Jankowski
Address	312 S. Delta St.
Mailing Address (If Different)	<i>Field not completed.</i>
City	Ellensburg
State	WA
Zip	98926
Email Address	jamesejankowski@gmail.com
Phone Number	9499330901
Length of Residence in Ellensburg	5 years
Do you live within the city limits?	No
If applying for the Sr. Citizens' Advisory Board, are you at least 55 years of age?	No
Occupation Status and Background:	Program Manager with Allscripts Healthcare. Have worked at Allscripts for 10 years.
Organization Affiliations:	PMP certified

Why are you seeking
appointment?

Have served on EBDA for the past year and thoroughly enjoy
the work. I am newer to Ellensburg so it's given me an
opportunity to learn more about the community.

Will you be able to attend
meetings regularly if
appointed?

Yes

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

Boards & Commissions

Field not completed.

Boards & Commissions

Field not completed.

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

Laurie Gigstead

From: noreply@civicplus.com
Sent: Thursday, November 21, 2019 9:29 PM
To: Laurie Gigstead
Subject: [Ext] Online Form Submittal: Application for Appointment

Application for Appointment

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

Boards & Commissions	Ellensburg Business Development Authority
----------------------	---

Name of Applicant:	Jared A Vallejo
--------------------	-----------------

Address	2990 Hanson Road
---------	------------------

Mailing Address (If Different)	<i>Field not completed.</i>
--------------------------------	-----------------------------

City	Ellensburg
------	------------

State	WA
-------	----

Zip	98926
-----	-------

Email Address	vallejo@gmail.com
---------------	-------------------

Phone Number	3102599290
--------------	------------

Length of Residence in Ellensburg	10
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Do you live within the city limits?	Yes
-------------------------------------	-----

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

Occupation Status and Background:	Marketing Guy at Iron Horse Brewery.
-----------------------------------	--------------------------------------

Organization Affiliations:	Habitat for Humanity Iron Horse Brewery
----------------------------	--

Why are you seeking appointment?	I have enjoyed my time so far and would like to continue on to see projects through until completion.
----------------------------------	---

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

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

Boards & Commissions	<i>Field not completed.</i>
----------------------	-----------------------------

Boards & Commissions	<i>Field not completed.</i>
----------------------	-----------------------------

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City Council Meeting Date: January 6, 2020

Submitted by: Kirsten Sackett, Community Development Director

Must Approve: ☒ City Attorney ☒ Finance *D for* City Manager

Additional Approvals: ☐ Choose Department ☐ Other Department

Agenda Subject: Resolution to Declare City Property, Parcel 541133, as Surplus for the Public Benefit of Affordable Housing

Action Requested (check all that apply):	Ord. 1 st reading ☐	Ord. 2 nd reading ☐	Legislative Hrg. ☒	Quasi-Judicial Hrg. ☐	Appeal Hrg. ☐
	Adopt Resolution ☒	Approve contract ☐	Approve budget adjustment ☐	Approve – other ☐	Review Report or Study ☐
	Direction to staff ☐	Discussion only ☐	Bid Award ☐	Other ☐ (describe):	

BACKGROUND/SUMMARY: As of 2018, there are an estimated 19,660 people living in the City of Ellensburg and the City is expected to grow at a rate of 2 percent each year for the next 20 years. To accommodate this level of growth 333 new housing units will need to be built each year. With rental vacancy rates of less than 1 percent, the City is already lacking in housing stock to meet current demands.

One of the best indicators for affordable housing needs is the number of households that are cost burdened. A household is considered to be cost burdened if they spend more than 30 percent of their income on housing and basic utility costs. As of 2018, there is an estimated 964 non-student households that are cost burdened living in Ellensburg. The vast majority of cost burdened households earn less than 80 percent of Area Median Income. Given the strong housing market in Ellensburg and the extremely low vacancy rates, without some form of subsidy the market is not likely to provide housing that is affordable to households earning less than 80 percent of Area Median Income.

The City of Ellensburg recognizes the importance of attainable housing in fostering a healthy and livable community. In order to help address the local housing needs, consistent with the Revised Code of Washington (RCW) 39.33.015, the City of Ellensburg identified the city-owned Bender-Water Street property (parcel 541133) for surplus declaration for the development of affordable housing. With the creation of a City Affordable Housing Commission (AHC), City Council incorporated the Bender-

Water Street site into the Request for Proposal (RFP) process administered by the AHC.

The City received two proposals on the Bender-Water Street property. Based on a recommendation from the AHC, City Council issued an award letter for one of the proposals to build 18 single family homes with the intent to provide homeownership opportunities for qualified households. The City will begin contract negotiations upon receipt of the applicant's acknowledgement of the funding conditions and declaration of the Bender-Water Street property as surplus for affordable housing.

ANALYSIS: The Bender-Water Street property, parcel 541133, is approximately 3.00 acres located adjacent to Bender Road, north of the Water Street and Bender Road intersection, see *Exhibit 1*. The parcel is legally described as follows:

That portion of the West Half of the Southwest Quarter of the Northeast Quarter of Section 26, Township 48 North, Range 18 East, W.M., in the County of Kittitas, State of Washington, which is described as follows:

Beginning at a point on the West boundary line of said subdivision, which is on the centerline of the right of way of the County Road, running along the South boundary line of said subdivision, and running thence North along said West boundary line of said subdivision, 626.13 feet; thence East, at right angles thereto, 208.71 feet; thence South, parallel with the West boundary line of said subdivision, 626.13 feet; and thence West, along the center line of the County road, 208.71 feet, more or less, to the point of beginning

EXCEPTING THEREFROM, the right of way of said County Road

The City purchased the property in 2011 for \$225,000 with excess arterial street funds that were remaining from sales tax support transfers for the future extension of Water Street. At that time the property included a residence which has since been removed. In November 2019, the City conducted a valuation of the property by comparing the property to the parcel immediately to the west of the subject parcel, parcel number 731133. Based on that comparison, the valuation for the City's 3.00 acre parcel is \$134,108.40 (*Exhibit 2*). The valuation data is for information only since the property will be transferred at no cost to the grantee.

Upon surplus declaration of the Bender-Water Street property, the parcel will be transferred for the public benefit purpose of providing affordable housing. The surplus of the subject parcel will facilitate the development of 18 single family homes for households earning no more than 60 percent of Area Median Income. As part of the contractual agreement and transfer of land ownership a restrictive covenant will be required to help ensure the property will be retained as affordable housing consistent with RCW 39.33.015.

FINANCIAL IMPACT: Total estimated value of the Bender-Water Street property is \$134,108.40.

RECOMMENDED ACTION OR MOTION: Adopt the attached Resolution declaring one parcel as surplus for the purpose of being developed as affordable housing

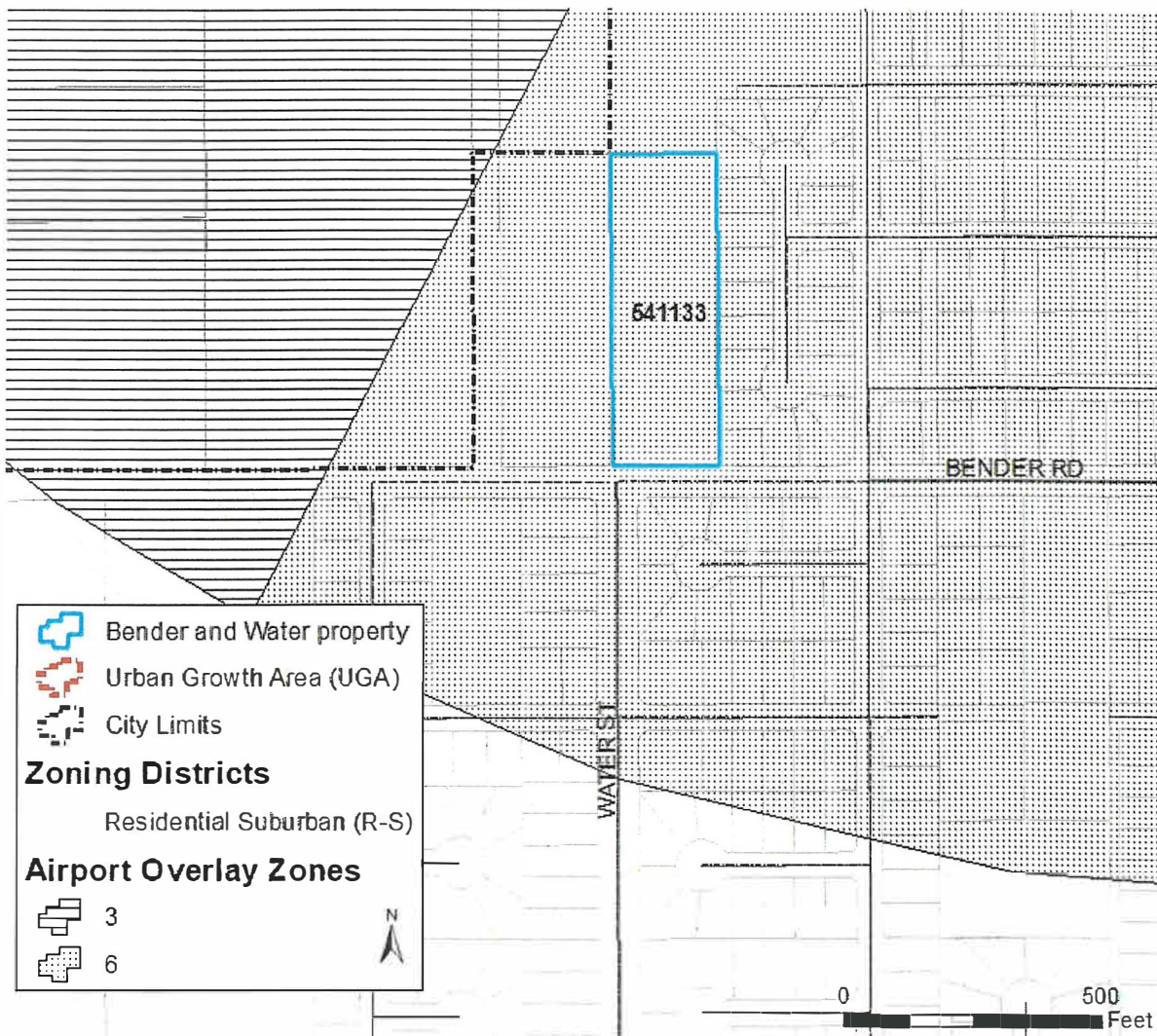
EXHIBITS:

1. Map of Bender-Water property
2. Valuation of parcel 541133 (113 W. Bender Road)
3. Order Confirmation – legal notice January 6, 2020 public hearing
4. Notification Map – 500 foot mailing for Bender-Water property
5. Notification letter sent to property owners within 500 feet of Bender-Water property

Attachments:

Proposed Resolution

EXHIBIT 1





CITY OF ELLENSBURG

Public Works Department
501 North Anderson Street; Ellensburg, WA 98926
Ph: (509) 962-7230 Fax: (509) 962-7127

Memorandum

Date: Nov. 26, 2019

To: Terry Weiner, Asst. City Manager
Kirsten Sackett, Community Development Director

From: Derek Mayo, City Engineer *DEM*

Re: Valuation of Parcel #541133 (113 W. Bender Road)

Per your request, the Public Works and Utilities Dept. has completed a valuation of parcel #541133 (113 W. Bender Road), which is currently owned by the City of Ellensburg. The parcel is 3.00 acres in size and has no structures or buildings, as all building were demolished in 2017.

In determining the valuation for this parcel, I utilized the County Assessed value for the parcel immediately to the west of the subject parcel, parcel #731133 (205 W. Bender Road). The 2020 assessor valuation for the land (without any improvements) is \$127,850 for the 2.86 acre parcel, which equates to \$44,702.80 per acre.

Based on the above per acre assessed valuation of the neighboring property, the valuation for the City's 3 acres parcel is \$134,108.40.



KITTITAS COUNTY WASHINGTON



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[PAYMENT CART\(0\)](#)

Mike Hougardy
Kittitas County Assessor 205 W 5th Ave Ste 101 Ellensburg WA 98926

[Assessor](#) [Treasurer](#) [Appraisal](#) [MapSifter](#)

Parcel

Parcel #: 731133 Owner Name: FLINT, GLENN G
DOR Code: 11 - Residential - Single Family Address1:
Situs: 205 W BENDER RD ELLENSBURG Address2: 205 W BENDER RD
Map Number: 18-18-26020-0017 City, State: ELLENSBURG WA
Status: Zip: 98926-9406
Description: ACRES 2.86; CD. 8688; SE1/4 NW1/4 TAX NO 1; SEC 26, TWP 18, RGE 18
Comment: RECOMBINE OLD SR SEG PARCEL WITH 18-18-26020-0022, 13 FOR 14

2020 Market Value		2020 Taxable Value		2020 Assessment Data	
Land:	\$127,850	Land:	\$127,850	District:	18 - CIEB SD401 F02
Improvements:	\$193,120	Improvements:	\$193,120		H01 CO COF ST
Permanent Crop:	\$0	Permanent Crop:	\$0	Current Use/DFL:	No
Total	\$320,970	Total	\$320,970	Senior/Disability Exemption:	No
				Total Acres:	2.86000

Ownership

Owner's Name	Ownership %
FLINT, GLENN G	100 %

Sales History

Sale Date	Sales Document	# Parcels	Excise #	Grantor	Grantee	Price
11/12/14	2014-2027	1	2014-2027	FLINT, JAMES W	FLINT, GLENN G	\$0
02/01/98	5201	2	5201	FLINT, JAMES W. ETUX	FLINT, JAMES W	\$0

Building Permits

Permit No.	Date	Description	Amount
2000-045	3/27/2000	RESOB RESOB RADIO TWR	\$4,800.00

Historical Valuation Info

Year	Billed Owner	Land	Impr.	PermCrop Value	Total	Exempt	Taxable
2020	FLINT, GLENN G	\$127,850	\$193,120	\$0	\$320,970	\$0	\$320,970
2019	FLINT, GLENN G	\$97,370	\$160,600	\$0	\$257,970	\$0	\$257,970
2018	FLINT, GLENN G	\$97,370	\$149,440	\$0	\$246,810	\$0	\$246,810
2017	FLINT, GLENN G	\$90,320	\$130,700	\$0	\$221,020	\$0	\$221,020
2016	FLINT, GLENN G	\$90,320	\$130,700	\$0	\$221,020	\$0	\$221,020

[View Taxes](#)

Parcel Comments



KITTITAS COUNTY WASHINGTON



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[PAYMENT CART\(0\)](#)

Mike Hougardy
Kittitas County Assessor 205 W 5th Ave Ste 101 Ellensburg WA 98926

[Assessor](#) [Treasurer](#) [Appraisal](#) [MapSifter](#)

Parcel

Parcel#: 541133 **Owner Name:** CITY OF ELLENSBURG
DOR Code: 67 - Services - Governmental **Address1:** PUBLIC WORKS
Situs: 113 W BENDER RD ELLENSBURG **Address2:** 501 N ANDERSON ST
Map Number: 18-18-26010-0006 **City, State:** ELLENSBURG WA
Status: EXEMPT FULL YEAR **Zip:** 98926-3147
Description: ACRES 3.00, CD. 8683; SEC. 26; TWP. 18; RGE. 18; SW 1/4 NE 1/4 TAX NO. 2
Comment: TAX STATUS CHANGE FROM TAXABLE TO EXEMPT PER SALE AFF# 2011-1335 ON 9/8/2011, 10 FOR 11

2020 Market Value		2020 Taxable Value		2020 Assessment Data	
Land:	\$100	Land:	\$0	District:	18 - CIEB SD401 F02
Improvements:	\$0	Improvements:	\$0		H01 CO COF ST
Permanent Crop:	\$0	Permanent Crop:	\$0	Current Use/DFL:	No
Total	\$100	Total	\$0	Senior/Disability Exemption:	No
				Total Acres:	3.00000

Ownership

Owner's Name	Ownership %
CITY OF ELLENSBURG	100 %

Sales History

Sale Date	Sales Document	# Parcels	Excise #	Grantor	Grantee	Price
09/08/11	2011-1335	1	2011-1335	RODINE, GERTRUDE M	CITY OF ELLENSBURG	\$225,000
07/23/07	07-3-00067-1	1	07-3-00067-1	WOLFSEHR, CLIFFORD P	RODINE, GERTRUDE M	\$0
10/25/05	2005-2952	1	2005-2952	RODINE, TRUDY M.	RODINE, GERTRUDE M	\$0

Building Permits

Permit No.	Date	Description	Amount
E2017-080	3/27/2017	DEMO HOUSE & GARAGE/APT	
2001-12028	12/14/2001	EXPROP-COV. PATIO RALT 80	\$4,640.00
99-227	12/14/1999	EXPROP-GARAGE 864 SF	\$18,000.00
98-125	8/14/1998	EXPROP-ARBOR/SHED RESOB	\$3,000.00

Historical Valuation Info

Year	Billed Owner	Land	Impr.	PermCrop Value	Total	Exempt	Taxable
2020	CITY OF ELLENSBURG	\$100	\$0		\$0	\$100	\$0
2019	CITY OF ELLENSBURG	\$100	\$0		\$0	\$100	\$0
2018	CITY OF ELLENSBURG	\$100	\$0		\$0	\$100	\$0
2017	CITY OF ELLENSBURG	\$100	\$0		\$0	\$100	\$0
2016	CITY OF ELLENSBURG	\$100	\$0		\$0	\$100	\$0

EXHIBIT 3

DAILY RECORD/KITTITAS PUB
C/O IDAHO STATE JOURNAL RECEIVABLES
PO BOX 1570
POCATELLO ID 83204
(509) 925-1414
Fax (509) 925-5696

ORDER CONFIRMATION

Salesperson: MEGAN WOODRUFF

Printed at 12/19/19 09:59 by mwo18

Acct #: 25813

Ad #: 1978236

Status: New WHOLD

COMMUNITY DEVELOPMENT
CITY OF ELLENSBURG
501 N. ANDERSON
ELLENSBURG WA 98926

Start: 12/21/2019 Stop: 12/21/2019
Times Ord: 1 Times Run: ***
STD6 2.00 X 8.92 Words: 226
Total STD6 17.84
Class: 0001 LEGAL NOTICES
Rate: LEG3 Cost: 156.99
Affidavits: 1

Contact:

Phone: (509) 962-7231

Fax#:

Email:

Agency:

Ad Descript: N/PUB HEARING CITY SURPLU
Given by: ANGELA SAN FILIPPO
P.O. #: A SAN FILIPPO
Created: mwo18 12/19/19 09:47
Last Changed: mwo18 12/19/19 09:58

PUB ZONE EDT TP RUN DATES
DR A 97 S 12/21
DRWN LEG3 97 S 12/21

AUTHORIZATION

Under this agreement rates are subject to change with 30 days notice. In the event of a cancellation before schedule completion, I understand that the rate charged will be based upon the rate for the number of insertions used.

Quote from Daily Record/Kittitas County Publishing (509) 925-1414
This ad will run as quoted unless cancellation is received. Please contact your sales rep 24 hours prior to first run date to cancel order.

Name (print or type)

Name (signature)

(CONTINUED ON NEXT PAGE)

DAILY RECORD/KITTITAS PUB
C/O IDAHO STATE JOURNAL RECEIVABLES
PO BOX 1570
POCATELLO ID 83204
(509) 925-1414
Fax (509) 925-5696

ORDER CONFIRMATION (CONTINUED)

Salesperson: MEGAN WOODRUFF

Printed at 12/19/19 09:59 by mwo18

Acct #: 25813

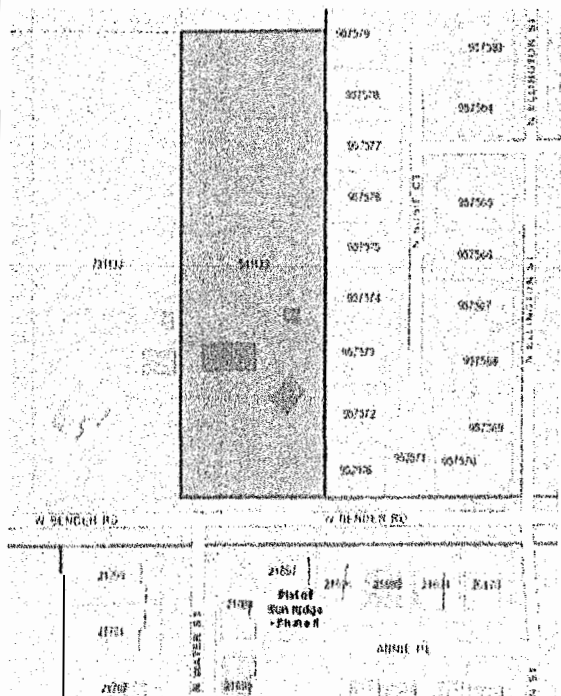
Ad #: 1978236

Status: New WHOLD WHOI

**NOTICE OF A PUBLIC HEARING
CITY SURPLUS PROPERTY DECLARATION**

NOTICE IS HEREBY GIVEN that Ellensburg City Council will hold a public hearing on **Monday, January 6, 2020 at 7:00 pm** in City Council Chambers, 501 North Anderson Street, to consider the surplus declaration of a City-owned parcel for the public benefit purpose of affordable housing as allowed by RCW 39.33.015. The related documents are available for review at the City of Ellensburg Community Development Department, 501 North Anderson Street, Ellensburg, WA.

Property Locations: Kittitas County Assessor Parcel ID number 541133 is located at 113 W. Bender Road, Ellensburg, Washington; just north of the Bender Road and Water Street intersection.



NOTICE IS FURTHER GIVEN that all persons interested may appear at such time and place and be heard for or against the matter, or written comments may be filed with the Community Development Department, 501 North Anderson Street, or via email: comdev@ci.ellensburg.wa.us

To be considered during the public hearing, written comments must be submitted by 5:00 pm on Monday January 6, 2020.

The City of Ellensburg strives to make our meetings and activities readily accessible by individuals with disabilities. Please furnish your request in sufficient time for the City to provide a reasonable accommodation. A "Request for Accommodation" form may be obtained from the City Clerk (First Floor - City Hall).

PUBLISH: Daily Record: December 21, 2019

EXHIBIT 4

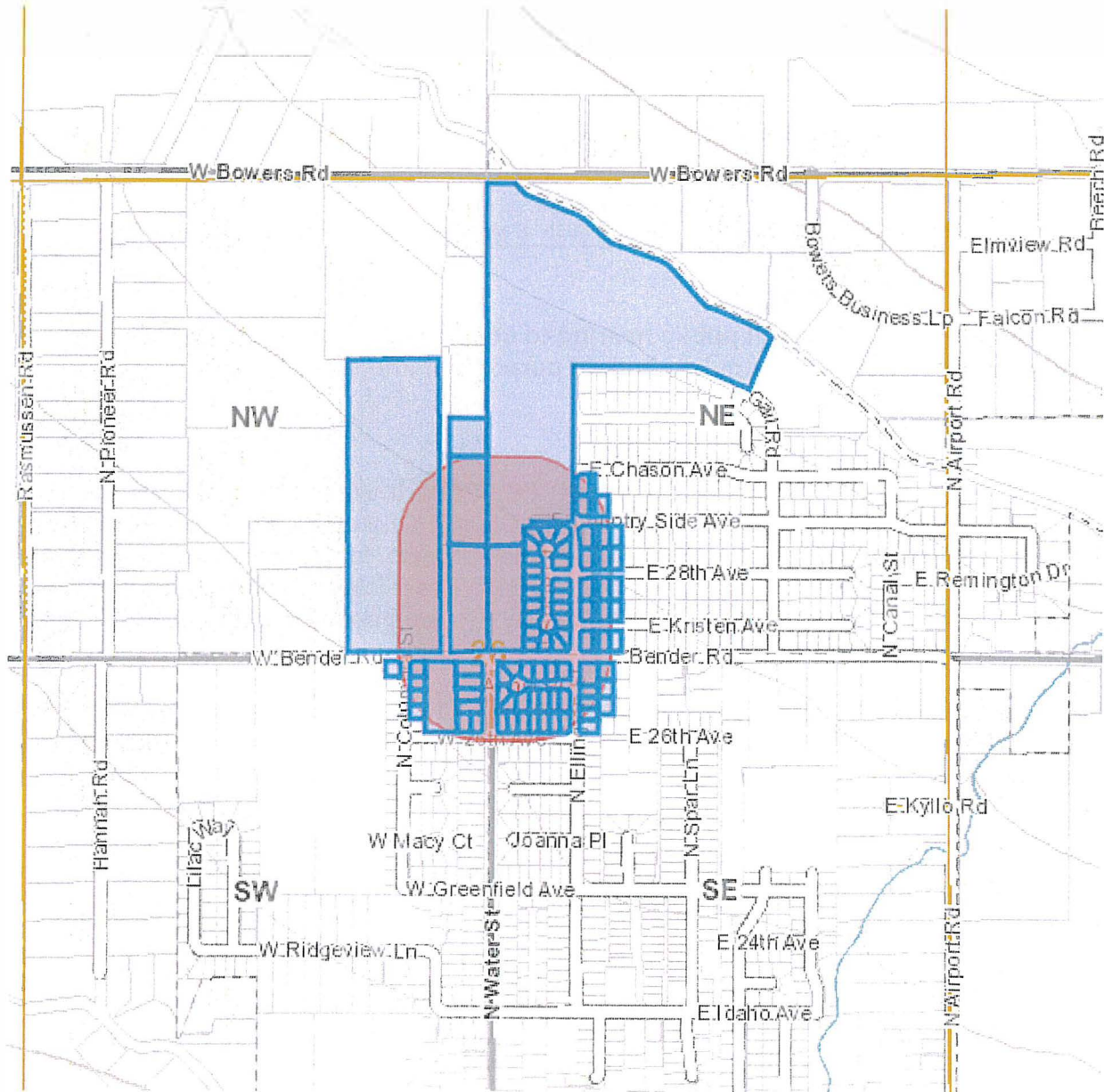


EXHIBIT 5



COMMUNITY DEVELOPMENT DEPARTMENT

501 N. Anderson St., Ellensburg WA 98926

Land Use Permitting (509) 962-7231 Construction Permitting (509) 962-7239

Kirsten Sackett, Director

Phone: (509) 962-7232 Fax: (509) 925-8655 E-Mail: sackettk@ci.ellensburg.wa.us

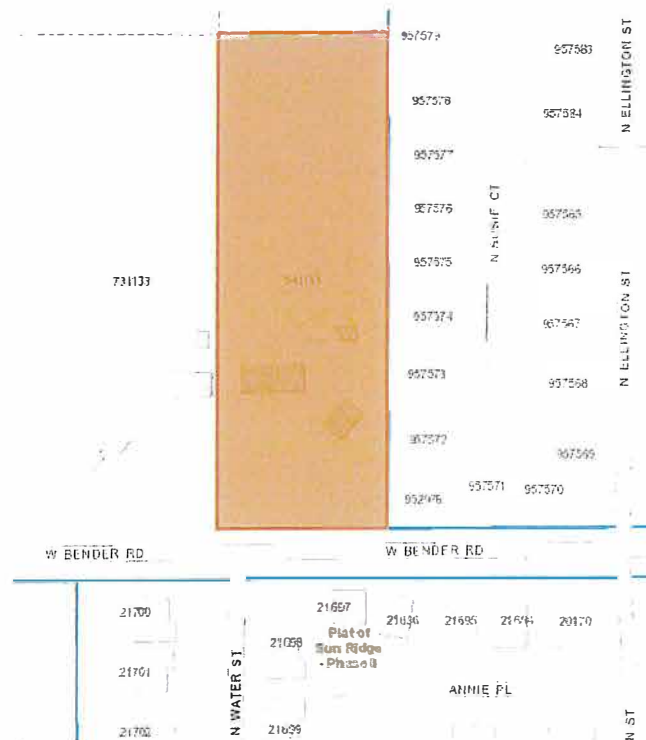
December 17, 2019

RE: Ellensburg City Council public hearing to consider the surplus declaration of City-owned property for the public benefit purpose of affordable housing

Dear Property Owner:

NOTICE IS HEREBY GIVEN that Ellensburg City Council will hold a public hearing on **Monday, January 6, 2020 at 7:00 pm** in City Council Chambers, 501 North Anderson Street, to consider surplus declaration of City-owned property for the public benefit purpose of affordable housing as allowed by RCW 39.33.015. The related documents are available for review at the City of Ellensburg Community Development Department, 501 North Anderson Street, Ellensburg, WA.

Property Location: Kittitas County Assessor Parcel ID number 541133 is located at 113 W. Bender Road. Ellensburg, Washington; just north of the Bender Road and Water Street intersection.



NOTICE IS FURTHER GIVEN that all persons interested may appear at such time and place and be heard for or against the matter, or written comments may be filed with the Community Development Department, 501 North Anderson Street, or via email: comdev@ci.ellensburg.wa.us

To be considered during the public hearing, written comments must be submitted by 5:00 pm on Monday January 6, 2020.

The City of Ellensburg strives to make our meetings and activities readily accessible by individuals with disabilities. Please furnish your request in sufficient time for the City to provide a reasonable accommodation. A "Request for Accommodation" form may be obtained from the City Clerk (First Floor – City Hall).

If you have any questions regarding this matter, please contact the Community Development Department at 509-962-7231.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Angela San Filippo', with a stylized flourish at the end.

Angela San Filippo
Long Range Planner

RESOLUTION NO. 2020 - ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELLENSBURG declaring as surplus to the City of Ellensburg's needs the real estate consisting of one parcel described below in more detail that total approximately 3.00 acres, known as the "Bender-Water Street Parcel," for the purpose of being developed as affordable housing.

WHEREAS, the subject property commonly known as the Bender-Water Street Parcel located at the intersection of Bender Road and Water Street in Ellensburg, Washington, and is legally described as:

Parcel No. 541133:

That portion of the West Half of the Southwest Quarter of the Northeast Quarter of Section 26, Township 48 North, Range 18 East, W.M., in the County of Kittitas, State of Washington, which is described as follows:

Beginning at a point on the West boundary line of said subdivision, which is on the centerline of the right of way of the County Road, running along the South boundary line of said subdivision, and running thence North along said West boundary line of said subdivision, 626.13 feet; thence East, at right angles thereto, 208.71 feet; thence South, parallel with the West boundary line of said subdivision, 626.13 feet; and thence West, along the center line of the County road, 208.71 feet, more or less, to the point of beginning

EXCEPTING THEREFROM, the right of way of said County Road;

and

WHEREAS, there is a significant need for affordable housing in the City for those households with incomes under 80 percent of area median income (AMI); and

WHEREAS, RCW 39.33.015 authorizes state or local governments to dispose of surplus property at no cost to the grantee for the development of affordable housing; and

WHEREAS, public notice of the hearing was first published in accordance with the provisions of ECC 2.07.080(A)(2); and

WHEREAS, the City Council hereby finds the Bender-Water Street Parcel to be surplus to the City's needs and no longer required for municipal purposes, and that disposition of each lot shall be through a process to be administered by the City Manager and consistent with Chapter 2.07 ECC and will best serve the common public benefit;

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

Section 1. The real property commonly known as the Bender Road-Water Street parcel, except property and easements reserved for utilities, are hereby declared surplus to the City of Ellensburg's needs and are no longer required for providing municipal services.

Section 2. The means of disposal for all surplus property identified in this Resolution shall be by a no cost transfer to grantees conditioned upon development as affordable housing for the public benefit in conformance with RCW 39.33.015.

Section 3. The Mayor and/or City Manager are hereby authorized to execute any and all documents necessary to effectuate the property exchange described in Section 2 above.

ADOPTED by the City Council of the City of Ellensburg this 6th day of January, 2020.

Mayor

Attest:

City Clerk



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: January 6, 2020

Submitted by: Terry Weiner, City Attorney

Must Approve: ☒ City Attorney ☒ Finance  City Manager

Additional Approvals: ☐ Choose Department ☐ Other Department

Agenda Subject: Second Reading of Ordinance 4846 to Consider Land Development Code Chapter 15.395 Wireless Communication Facilities

Action Requested (check all that apply):	Ord. 1 st reading ☐	Ord. 2 nd reading ☒	Legislative Hrg. ☐	Quasi-Judicial Hrg. ☐	Appeal Hrg. ☐
	Adopt Resolution ☐	Approve contract ☐	Approve budget adjustment ☐	Approve – other ☐	Review Report or Study ☐
	Direction to staff ☐	Discussion only ☐	Bid Award ☐	Other ☐ (describe):	

BACKGROUND/SUMMARY: Ordinance No. 4846 has been developed to provide a permanent Chapter 15.395 of Ellensburg City Code for the purpose of addressing wireless communication facilities. A State Environmental Policy Act (SEPA) Determination of Nonsignificance (DNS) was issued on December 10, 2019 and the Department of Commerce Review was complete on November 22, 2019.

Chapter 15.395 provides a regulatory framework for review of applications for all wireless communication facilities, including both small wireless facilities and larger cell towers. The purpose of Chapter 15.395 is to provide opportunities for wireless communication facilities consistent with statutory rights of wireless communication service providers, while also providing for orderly development of the city and protecting the health, safety, and general welfare of the city's residents and property owners. The primary objectives of the permanent regulations are to preserve the existing visual and aesthetic character of the City and its neighborhood, address potential crowding in the right-of-way, and ensure the safe attachment and operation of private equipment to public infrastructure, much of which is owned by the City's utilities.

PREVIOUS COUNCIL ACTION: City Council held a public hearing and gave first reading of Ordinance 4846 at the December 16, 2019 meeting.

FINANCIAL IMPACT: None.

RECOMMENDED ACTION OR MOTION: Conduct second reading and adoption of the ordinance.

Attachments: Ordinance 4846

ORDINANCE NO. 4846

AN ORDINANCE RELATING TO WIRELESS COMMUNICATION FACILITIES AND ADDING A PERMANENT CHAPTER TO THE ELLENSBURG CITY CODE ENTITLED "15.395 WIRELESS COMMUNICATIONS FACILITIES"

WHEREAS, contemporaneous with the consideration of this Ordinance, the City Council revised franchising and permitting procedures in order to provide for the deployment of small wireless facilities and establish time limits for the consideration of permits in accord with federal laws such as 47 USC § 1455(a), 47 CFR §§ 1.40001 and 1.6003; and

WHEREAS, the City Council acknowledges that the growing use of smart phones and other personal wireless devices creates a substantial need for wireless data transmission and therefore deems it in the public interest to adopt the federal guidelines by separate contemporaneous action while integrating the provisions of such changes in the zoning code in order to ensure for the speedy review of applications; and

WHEREAS, the adoption of the contemporaneous franchise revisions and approval timelines requires integration with the City's zoning code in order to provide for design guidelines for use in small wireless permitting as well as processes to be used in the consideration of applications subject to federal time restrictions such as Eligible Facilities Requests; and

WHEREAS, on February 4, 2019, City Council adopted Ordinance 4823, implementing interim zoning controls for wireless communication facilities as an emergency measure under the procedures in RCW 35A.63.220 and RCW 36.70A.390; and

WHEREAS, on August 5, 2019, City Council adopted Ordinance 4832 to extend the interim wireless communication facility regulations through February 5, 2020; and

WHEREAS, RCW 35A.63.220 and 36.70A.390 authorize cities to establish interim zoning controls in circumstances such as those described above; and

WHEREAS, the proposed amendments to the Ellensburg City Code were issued a SEPA Determination of Non-Significance on December 10, 2019; and

WHEREAS, pursuant to RCW 36.70A.106, notice of the City's intent to amend the Land Development Code was sent to the Washington State Department of Commerce; and

WHEREAS, the required Washington State Department of Commerce 60-day notice was complete on November 22, 2019; and

WHEREAS, the proposed ordinance was reviewed by the Planning Commission in a public hearing on November 14, 2019, and based on public testimony and other evidence received at said hearing, the Planning Commission recommended City Council adoption of the ordinance; and

WHEREAS, the City Council conducted a public hearing on December 16, 2019, where it

received and considered public comments on the proposed changes; and

WHEREAS, the City Council finds that the zoning amendments to the Ellensburg City Code set forth herein are consistent with and will implement the City's comprehensive plan.

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

Section 1. Title 15 of the Land Development Code of the Ellensburg City Code, as last amended by Ordinance 4832, is hereby amended by adding a new chapter entitled "Chapter 15.395 Wireless Communication Facilities" to read as follows:

Chapter 15.395
WIRELESS COMMUNICATION FACILITIES

Sections

- 15.395.010 Purpose.
- 15.395.020 Definitions.
- 15.395.030 General provisions.
- 15.395.040 Applicability.
- 15.395.050 Location considerations.
- 15.395.060 Application requirements.
- 15.395.070 Development standards for wireless communications facilities other than small wireless facilities.
- 15.395.080 Administrative use findings.
- 15.395.090 Design and concealment standards for small wireless deployments.
- 15.395.100 Independent technical review of wireless communications facilities applications.
- 15.395.110 Wireless communications facilities removal.
- 15.395.120 Appeals.

15.395.010 Purpose.

The purpose of this chapter is to set forth the regulations for the placement, development, permitting, and removal of wireless communications facilities, including support structures and antennas. Among the purposes included are to:

- A. Minimize potential adverse visual, aesthetic and safety impacts of wireless communications facilities.
- B. Establish objective standards for the design and placement of wireless communications facilities.

C. Ensure that such standards allow competition and do not unreasonably discriminate among providers of functionally equivalent services.

D. To the extent possible, the design of such facilities shall be aesthetically and architecturally compatible with the surrounding built and natural environments where possible.

E. To the extent possible, the location of large scale wireless communications support structures shall be in industrial, nonresidential mixed use and commercial areas outside of the historic districts.

F. To the extent possible, the collocation or attachment of wireless communications antennas shall be on existing support structures to help minimize the total number and impact of such structures throughout the community.

15.395.020 Definitions.

See 11.41.020 ECC for additional definitions for terms utilized in this chapter.

“Antenna,” “Antenna Equipment,” and “Antenna Facility” are defined in accordance with 47 CFR § 1.6002 (b), (c) and (d).

“Antenna Height” means the vertical distance measured from average building elevation to the highest point of the antenna, or if on a rooftop or other structure, from the top of the roof or structure to the highest point of the antenna.

“Antenna support structure” means a freestanding structure or device specifically designed, constructed and/or erected to support a WCF antenna and may include, but is not limited to, a monopole or guy-wire support tower. Lattice towers are specifically prohibited. Antenna support structure does not include attachment support structures, nor a preexisting utility pole not built for the sole or primary purpose of supporting any Federal Communication Commission (FCC) licensed or authorized antenna.

“Collocation,” when used in the context of an eligible facilities request in Chapter 11.80 ECC, means the mounting or installation of transmission equipment on an eligible support structure for

the purpose of transmitting and/or receiving radio frequency signals for communication purposes. When used in the small wireless permitting process, “collocation” means mounting or installing an antenna facility on a pre-existing structure and/or modifying a structure for the purpose of mounting or installing an antenna facility on that structure.

“Equipment structure” means a facility, shelter, cabinet or vault used to house and protect electronic or other associated equipment necessary for processing wireless communications signals. “Associated equipment” may include, for example, air conditioning, backup power supplies and emergency generators.

“Macro facility” means a wireless communication facility other than a small wireless facility.

“Small wireless facilities” are facilities that meet each of the following conditions:

(1) The facilities:

(a) are mounted on structures 50 feet or less in height including their antennas as defined in 47 C.F.R. § 1.1320(d), or

(b) are mounted on structures no more than 10 percent taller than other adjacent structures, or

(c) do not extend existing structures on which they are located to a height of more than 50 feet or by more than 10 percent, whichever is greater;

(2) Each antenna associated with the deployment, excluding associated antenna equipment (as defined in 47 C.F.R. § 1.1320(d)) is no more than three cubic feet in volume;

(3) All other wireless equipment associated with the structure, including the wireless equipment associated with the antenna and any pre-existing associated equipment on the structure, is no more than 28 cubic feet in volume;

(4) The facilities do not require antenna structure registration under 47 C.F.R. Part 17;

(5) The facilities are not located on Tribal lands, as defined under 36 CFR § 800.16(x); and

(6) The facilities do not result in human exposure to radiofrequency radiation in excess of the applicable safety standards specified in 47 C.F.R. § 1.1307(b).

“Structure” means a pole, tower, base station, or other building, whether or not it has an existing antenna facility, that is used or to be used for the provision of personal wireless service (whether or not on its own or comingled with other types of service.

“Transmission equipment” means equipment that facilitates transmission for any FCC-licensed or authorized wireless communication service, including, but not limited to, radio transceivers, antennas, coaxial or fiber-optic cable, and regular and backup power supply. The term includes equipment associated with wireless communications services included, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul.

“Unified enclosure” means a small wireless facility providing concealment of antennas and equipment within a single enclosure.

“Utility pole” means a structure designed and used primarily for the support of electrical wires, telephone wires, television cable, traffic signals, or lighting for streets, parking areas, or pedestrian paths.

“Wireless communication facilities” (“WCF”) means an unstaffed facility for the transmission and/or reception of radio-frequency (RF), microwave or other signals for commercial communications purposes, typically consisting of one or more antennas, an antenna support structure or attachment support structure, and an equipment enclosure.

15.395.030 General provisions.

A. Wireless telecommunication facilities shall not be considered nor regulated as essential public facilities.

B. Wireless telecommunication facilities located outside of the public right-of-way may be either a primary or a secondary use. A different use of an existing structure on the same lot shall not preclude the installation of a wireless telecommunication facility.

15.395.040 Applicability.

A. Wireless telecommunication facilities shall be permitted as established in the underlying zoning district use table, provided, however, that small wireless facilities located pursuant to a valid small wireless facility permit are outright permitted uses in every zone of the City.

B. The following are exempt from the provisions of this chapter:

1. Wireless communication facilities utilized by a governmental agency for governmental purposes and not for resale or lease to the public within its area of jurisdiction.

2. Amateur radio towers and antenna arrays to the full extent necessary to entitle the holder of the license to utilize the rights granted by the Federal Communications Commission; provided, that this exemption applies only if an antenna and supporting structure are greater than thirty-five feet in height in order for the full enjoyment of licensed activity and is of a telescoping or crank-up configuration and which, when not in use, is fully retracted to a level at or below thirty-five feet in height.

3. Television antennas, television dish antenna array and similar small-scale communication antenna array less than ten feet in height when measured from its base.

15.395.050 Location considerations.

The location priority for new wireless telecommunication facilities shall be in the following order:

A. In all zoning districts, collocate on existing wireless telecommunication facilities.

B. In all zoning districts, collocate antennas on utility structures (i.e., power poles), or other existing buildings and structures, such as water towers.

C. Place new wireless telecommunication facilities in districts zoned for industrial or non-residential mixed use.

D. Place new wireless communication facilities in the Public Reserve Zone.

E. Place within residential zoning districts only when collocating or an applicant has proven that denial of the location would be a prohibition or effective prohibition of telecommunications services in violation of 47 USC §§ 253 and 332.

F. Place within the historic districts as a last resort only when no other site is available, and denial of the location would be a prohibition of telecommunications services in violation of 47 USC §§ 253 and 332.

15.395.060 Application requirements.

In addition to other applicable requirements established by ordinance or rule for any other approval or permit consolidated with an application for review, applications shall include the following:

A. Site and landscape plans drawn to scale, including the location of existing structures, trees, and other significant site features; proposed color of the facility; method of fencing; finished color and, if applicable, the method of camouflage and illumination.

B. A report including description of the facility with technical aspects for its design.

C. Documentation establishing the structural integrity for the facility's proposed use.

D. The general capacity of the tower and information necessary to assure that ANSI standards are met.

E. A statement of intent on whether the excess space on the facility will be leased.

F. Proof of ownership of the proposed site or authorization to utilize it.

G. Copies of any easements necessary.

H. An analysis of the area containing existing topographical contours.

I. Photo simulations of the proposed facility from affected properties and public rights-of-way.

15.395.070 Development standards for wireless communications facilities other than small wireless facilities.

A. Landscaping and Screening.

1. In all zones, equipment shelters, cabinets and other on-the-ground ancillary equipment shall be constructed with a use separation buffer of a minimum of twenty (20) feet in residential zones and ten (10) feet in all other zones. The director or his/her designee may increase the width of this buffer if it is determined additional buffering is necessary to further mitigate the impact of the ground equipment. Further, the buffer shall be contained in a recorded easement.

2. Fencing shall be required around the ground facilities and be located within the required separation buffer. The fence shall be constructed in accordance with the requirements of ECC 15.320.120.

3. In residential zones, and in other zones where the wireless telecommunication facility is within three hundred feet of a residential zone, the ground level view of support structures shall be mitigated by the retention of existing trees with sufficient height that will provide a functional screen of a substantial portion of the facility. Additional landscaping and screening may be required by the director or his/her designee to mitigate the visual impact of the ground level view of the support structure if the existing trees do not provide an adequate functional screen or if no trees are on the subject site to provide the functional screen. A street tree permit is required per ECC 4.36.300 for any planting, removal, topping, and/or major pruning of street trees. Existing trees on adjacent properties or within right-of-way cannot be utilized to meet this requirement.

B. Visual Impact.

1. Wireless communication facilities shall be camouflaged by employing the best available concealment technology. This may be accomplished by use of compatible materials, location, color, stealth technologies, and/or other strategies to minimize visibility of the facility as viewed from public streets or residential properties to the maximum extent

feasible and consistent with the technology and intended use of the facility. When attached to an existing building, the wireless telecommunication facility shall be placed and colored so as to blend into the architectural detail and coloring of the structure.

2. A visual impact analysis shall be required when a new wireless telecommunication facility is proposed to be located within a residential zone or within three hundred feet of a residential zone, or if the facility is anticipated to constitute more than a moderate visual impact as described above. The impact analysis will be accomplished through: (a) erection of a crane; (b) a balloon (of a size not less than four feet); or (c) similar device used to simulate the proposed dimensions and height of the structure.

3. Ten working days prior to the demonstration, the applicant shall notify the city and provide a courtesy informational notice to properties within three hundred feet of the subject site upon which the visual impact test will be conducted. The potential impact shall be documented through submittal of maps, photographs, photo-simulation, and other appropriate methods.

4. Ground-mounted equipment cabinets shall meet all applicable standards relating to sight triangle and sight visibility to ensure these facilities do not obstruct or affect vehicular or pedestrian traffic.

C. Color and Lighting.

1. Wireless telecommunication facilities shall be painted in a nonreflective color that best allows them to blend into the surroundings.

2. Flashing red, solid red, or white strobe lighting shall not be allowed on any support structure except those included in permanent 911 public safety communication facilities, located at ground elevations above seven hundred feet, and more than one-half mile from any residential zone. Any structure subsequently determined by the Federal Aviation Administration (FAA) to require flashing red, solid red, or white strobe lighting shall be altered to avoid the lighting requirements.

3. Appropriately down shielded security lighting which is directed away from adjoining properties is permitted for the equipment shelters, cabinets, and/or other ground ancillary equipment. No more than one foot-candle of illumination may leave the property boundaries.

D. Electromagnetic Field/Radio-Frequency Radiation Standards. The applicant shall provide certification by qualified Radio Frequency (RF) engineer that Installation of wireless telecommunication facilities will conform to the standards required by the FCC regulations and the Telecommunication Act of 1996.

E. Collocation of Facilities. All new wireless telecommunication facilities shall be designed to accommodate collocation of at least two additional carriers. Further, an approved wireless telecommunication provider cannot deny a wireless provider the ability to collocate on an approved facility at a fair market value or at another cost agreed to by the affected parties.

F. Discontinuation of Use. Any wireless telecommunication facility that is no longer needed and its use is discontinued shall be reported immediately by the service provider to the city. Discontinued facilities shall be completely removed by the service provider or the property owner within six months from the time of discontinuance.

G. Small wireless facilities are regulated pursuant to Chapter 11.70 ECC, and Section 15.395.090, *et. seq.*

15.395.080 Administrative use findings.

In addition to the requirements in Section 15.395.050, the following findings relative to wireless telecommunication facilities are hereby required:

A. The proposed wireless telecommunication facility and ground facilities have been reviewed appropriately, have satisfied all the provisions of this chapter and any negative aesthetic impacts have been adequately mitigated.

B. Failure to approve any proposed significant deviation from aesthetic standards established by this chapter would have the effect of effectively prohibiting the provider from providing telecommunication service in violation of 47 USC §§ 253 and 332.

C. In applying these criteria, the director shall not interpret and apply them in a manner which dictates use of a particular technology. When strict application of these requirements would unreasonably impair the function of the technology chosen by the applicant, alternative forms of concealment or deployment may be permitted which provide similar or greater protection of the visual environment.

15.395.090 Aesthetic design and concealment standards for small wireless facilities deployments.

Small wireless facilities deployments permitted pursuant to Chapter 11.70 ECC shall conform to the following aesthetic design and concealment standards:

A. Small wireless facilities attached to non-wooden poles. Small wireless facilities attached to existing or replacement non-wooden light poles and other non-wooden poles in the right-of-way or poles outside of the right-of-way shall conform to the following design criteria:

1. Antennas and the associated equipment enclosures shall be sited and installed in a manner which minimizes the visual impact on the streetscape either by fully concealing the antennae and associated equipment fully within the pole or through a concealment element plan which provides an equivalent or greater impact reduction. This requirement shall be applied in a manner which does not dictate the technology employed by the service provider nor unreasonably impair the technological performance of the equipment chosen by the service provider.

2. All conduit, cables, wires and fiber must be routed internally in the light pole. To the full extent technically feasible, full concealment of all conduit, cables, wires and fiber is required within mounting brackets, shrouds, canisters or sleeves if attaching to exterior antennas or equipment.

3. An antenna on top of an existing pole may not extend more than six (6) feet above the height of the existing pole and the diameter may not exceed sixteen (16) inches, measured at the top of the pole, unless the applicant can demonstrate that more space is needed. The antennas shall be integrated into the pole design so that it appears as a continuation of the original pole, including colored or painted to match the pole, and shall be shrouded or screened to blend with the pole except for canister antennas which shall not require screening. All cabling and mounting hardware/brackets from the bottom of the antenna to the top of the pole shall be fully concealed and integrated with the pole.

4. Any replacement pole shall substantially conform to the design of the pole it is replacing or the neighboring pole design standards utilized within the contiguous right-of-way.

5. The height of any replacement pole may not extend more than ten (10) feet above the height of the existing pole or the minimum additional height necessary for adequate clearance from electrical wires, whichever is greater.

6. The diameter of a replacement pole shall comply with the City's setback and sidewalk clearance requirements, Americans with Disabilities (ADA) requirements, and if a replacement light standard then with the City's lighting requirements.

7. The use of the pole for the siting of a small wireless facility shall be considered secondary to the primary function of the pole. If the primary function of a pole serving as the host site for a small wireless facility becomes unnecessary, the pole shall not be retained for the sole purpose of accommodating the small wireless facility and the small wireless facility and all associated equipment shall be removed.

B. Wooden pole design standards. Small wireless facilities located on wooden poles shall conform to the following design criteria:

1. The wooden pole at the proposed location may be replaced with a taller pole for the purpose of accommodating a small wireless facility; provided, that the replacement pole shall not exceed a height that is a maximum of ten (10) feet taller than the existing pole, unless a further height increase is required and permission is confirmed in writing by the

pole owner and that such height extension is the minimum extension possible to provide sufficient separation and/or clearance from electrical and wireline facilities.

2. A pole extender may be used instead of replacing an existing pole but may not increase the height of the existing pole by more than ten (10) feet unless a further height increase is required and permission is confirmed in writing by the pole owner and that such height increase is the minimum extension possible to provide sufficient separation and/or clearance from electrical and wireline facilities. A “pole extender” as used herein is an object affixed between the pole and the antenna for the purpose of increasing the height of the antenna above the pole. The pole extender shall be painted to approximately match the color of the pole and shall substantially match the diameter of the pole measured at the top of the pole.

3. Replacement wooden poles may either match the approximate color and materials of the replaced pole or shall be the standard new wooden pole used by the pole owner in the city.

4. Antennas, equipment enclosures, and all ancillary equipment, boxes and conduit shall be colored or painted to match the approximate color of the surface of the wooden pole on which they are attached.

5. Panel antennas shall not be mounted more than twelve (12) inches from the surface of the wooden pole.

6. Antennas should be placed in an effort to minimize visual clutter and obtrusiveness. Multiple antennas are permitted on a wooden pole provided that each antenna enclosure shall not be more than three (3) cubic feet in volume.

7. A canister antenna may be mounted on top of an existing wooden pole, which may not exceed the height requirements described in subsection B (1) above, unless a greater height is required to meet the technical requirements of the facility, provided that such greater height shall not exceed the minimum necessary to meet the technical need and requirements. A canister antenna mounted on the top of a wooden pole shall not exceed sixteen (16) inches, measured at the top of the pole, and shall be colored or painted to match

the pole. The canister antenna must be placed to look as if it is an extension of the pole. In the alternative, the applicant may propose a side mounted canister antenna, so long as the inside edge of the antenna is no more than twenty (20) inches from the surface of the wooden pole. All cables shall be concealed either within the canister antenna or within a sleeve between the antenna and the wooden pole.

8. An omni-directional antenna may be mounted on the top of an existing wooden pole, provided such antenna is no more than four (4) feet in height and is mounted directly on the top of a pole or attached to a sleeve made to look like the exterior of the pole as close to the top of the pole as technically feasible. All cables shall be concealed within the sleeve between the bottom of the antenna and the mounting bracket.

9. All related equipment, including but not limited to ancillary equipment, radios, cables, associated shrouding, microwaves, and conduit which are mounted on wooden poles shall not be mounted more than six (6) inches from the surface of the pole, unless a further distance is technically required, and is confirmed in writing by the pole owner.

10. Equipment for small wireless facilities must be attached to the wooden pole, unless otherwise permitted to be ground mounted pursuant to subsection (D)(5). The equipment must be placed in the smallest enclosure possible for the intended purpose. The equipment enclosure and all other wireless equipment associated with the antenna and any pre-existing associated equipment on the pole may not exceed twenty-eight (28) cubic feet in total volume. The applicant is encouraged to place the equipment enclosure behind any banners or road signs that may be on the pole if such banners or road signs are allowed by the pole owner.

11. An applicant who desires to enclose its antennas and equipment within a unified enclosure may do so, so long as the facility meets the volumetric requirements of a small wireless facility. To the extent possible, the unified enclosure shall be placed so as to appear as an integrated part of the pole or behind banners or signs. The unified enclosure may not be placed more than twenty (20) inches from the surface of the pole unless a further distance is technically required and confirmed in writing by the pole owner.

12. The visual effect of the small wireless facility on all other aspects of the appearance of the wooden pole shall be minimized to the greatest extent possible.

13. The use of the wooden pole for the siting of a small wireless facility shall be considered secondary to the primary function of the pole. If the primary function of a pole serving as the host site for a small wireless facility becomes unnecessary, the pole shall not be retained for the sole purpose of accommodating the small wireless facility and the small wireless facility and all associated equipment shall be removed unless retention of the pole is necessary to prevent an effective prohibition of service.

14. All cables and wires shall be routed through conduit along the outside of the pole. The outside conduit shall be colored or painted to match the pole. The number of conduit shall be minimized to the number technically necessary to accommodate the small wireless facility.

C. Small wireless facilities attached to existing buildings. Small wireless facilities attached to existing buildings, shall conform to the following design criteria:

1. Small wireless facilities may be mounted to the sides of a building if the antennas do not interrupt the building's architectural theme.

2. The interruption of architectural lines or horizontal or vertical reveals is discouraged.

3. New architectural features such as columns, pilasters, corbels, or other ornamentation that conceal antennas may be used if it complements the architecture of the existing building.

4. Small wireless facilities shall utilize the smallest mounting brackets necessary in order to provide the smallest offset from the building.

5. Skirts or shrouds shall be utilized on the sides and bottoms of antennas in order to conceal mounting hardware, create a cleaner appearance, and minimize the visual impact of the antennas. Exposed cabling/wiring is prohibited.

6. Small wireless facilities shall be painted and textured to match the adjacent building surfaces.

7. Upon review by city staff, it may be determined that an application for a small wireless facility proposing to locate on an individually landmarked structure, or on a structure within a historic district, may also meet the criteria in Chapter 15.280 ECC requiring an application for a Certificate of Appropriateness (a Type II review process) from the Landmarks and Design Commission.

D. Small wireless facilities mounted on cables strung between existing utility poles shall conform to the following standards.

1. Each strand mounted facility shall not exceed three (3) cubic feet in volume;
2. Only one strand mounted facility is permitted per cable between any two existing poles on existing cable;
3. The strand mounted devices shall be placed as close as possible to the nearest utility pole, in no event more than five (5) feet from the pole unless a greater distance is technically necessary or is required by the pole owner for safety clearance;
4. No strand mounted device shall be located in or above the portion of the roadway open to vehicular traffic;
5. Ground mounted equipment to accommodate a shared mounted facility is not permitted except when placed in pre-existing equipment cabinets; and
6. Pole mounted equipment shall comply with the requirements of subsections B and D above.
7. Such strand mounted devices must be installed to cause the least visual impact and without excess exterior cabling or wires (other than the original stand).

E. General requirements.

1. Ground mounted equipment in the rights-of-way is prohibited, unless such facilities are placed underground or the applicant can demonstrate that pole mounted or undergrounded equipment is technically infeasible. If ground mounted equipment is necessary, then the applicant shall submit a concealment element plan. Generators are prohibited on the public rights-of-way.
2. No equipment shall be operated so as to produce noise in violation of Chapter 5.60 ECC.
3. Small wireless facilities are not permitted on traffic signal poles unless denial of the siting could be a prohibition or effective prohibition of the applicant's ability to provide telecommunications service in violation of 47 USC §§ 253 and 332.
4. Replacement poles and new poles shall comply with the ADA, city construction and sidewalk clearance standards, and state and federal regulations in order to provide a clear and safe passage within the rights-of-way.
5. Replacement poles shall be located as near as possible to the existing pole with the requirement to remove the abandoned pole at the applicant's cost.
6. The design criteria as applicable to small wireless facilities described herein shall be considered concealment elements and such small wireless facilities may only be expanded upon an eligible facilities request described in Chapter 11.80 ECC, when the modification does not defeat the concealment elements of the facility.
7. No signage, message or identification other than the manufacturer's identification or identification required by governing law is allowed to be portrayed on any antenna, and any such signage on equipment enclosures shall be of the minimum amount possible to achieve the intended purpose and in conformance to the Public Works Development Standards for Small Wireless Facilities.
8. Antennas and related equipment shall not be illuminated except for security reasons, required by a federal or state authority, or unless approved as part of a concealment element plan.

9. Side arm mounts for antennas or equipment are prohibited. No antenna, antenna equipment or equipment box may extend more than twenty (20) inches from the face of the pole or support structure.

10. The preferred location of a small wireless facility on a pole is the location with the least visible impact.

11. Antennas, equipment enclosures, and ancillary equipment, conduit and cable, shall not dominate the building or pole upon which they are attached.

12. The city may consider the cumulative visual effects of small wireless facilities mounted on poles within the right-of-way in when assessing proposed siting locations so as to not adversely affect the visual character of the city. This provision shall not be applied to limit the number of permits issued when no alternative sites are reasonably available nor to impose a technological requirement on the service provider.

13. These design standards are intended to be used solely for the purpose of concealment and siting. Nothing herein shall be interpreted or applied in a manner which dictates the use of a particular technology. When strict application of these requirements would unreasonably impair the function of the technology chosen by the applicant, alternative forms of concealment or deployment may be permitted which provide similar or greater protections from negative visual impacts to the streetscape.

F. New poles in the rights-of-way for small wireless facilities and installations in the historic districts.

1. New poles within the rights-of-way are only permitted if the applicant can establish that:

a. The proposed small wireless facility cannot be located on an existing utility pole or light pole in an alley, electrical transmission tower or on a site outside of the public rights-of-way such as a public park, public property, building, transmission tower or in or on a non-residential use in a residential zone whether by roof or panel-mount or separate structure;

- b. The proposed wireless communications facility receives approval for a concealment element design, as described in subsection 3 below;
 - c. The proposed wireless communications facility also complies with SEPA, if applicable; and
 - d. No new poles shall be located in a critical area or associated buffer required by the city's critical areas ordinance (Division VI of Title 15 ECC), except when determined to be exempt pursuant to said ordinance.
2. An application for a new pole in the right-of-way is subject to an administrative use permit type 1 review.
3. The concealment element design shall include the design of the screening, fencing or other concealment technology for a tower, pole, or equipment structure, and all related transmission equipment or facilities associated with the proposed wireless communications facility, including but not limited to fiber and power connections, and subject to the following additional requirements:
- a. The concealment element design should seek to minimize the visual obtrusiveness of wireless communications facility installations. The proposed pole or structure should have similar designs to existing neighboring poles in the rights of way, including to the extent technically feasible similar height. Other concealment methods include, but are not limited to, integrating the installation with architectural features or building design components, utilization of coverings or concealment devices of similar material, color and texture – or the appearance thereof – as the surface against which the installation will be seen or on which it will be installed, landscape design, or other camouflage strategies appropriate for the type of installation. Applicants are required to utilize designs in which all conduit and wirelines are installed internally in the structure or otherwise integrated into the design of the structure. Use of a unified enclosure equal to or less than four (4) cubic feet in volume may be permitted in meeting these criteria.

b. If the director has already approved a concealment element design either for the applicant or another wireless communications facility along the same public right-of-way or for the same pole type, then the applicant shall utilize a substantially similar concealment element design, unless it can show that such concealment element design is not physically or technologically feasible, or that such deployment would undermine the generally applicable design standards.

4. Even if an alternative location is established pursuant to subsection F(1)(a), the conditional use permit process may determine that a new pole in the right-of-way is in fact a superior alternative based on the impact to the city, the concealment element design, the city's Comprehensive Plan and the added benefits to the community.

5. Prior to the issuance of a permit to construct a new pole or ground mounted equipment in the right-of-way, the applicant must obtain a site-specific agreement from the city to locate such new pole or ground mounted equipment. This requirement also applies to replacement poles that are higher than the replaced pole, and the overall height of the replacement pole and the proposed wireless communications facility is more than fifty (50) feet.

6. Installation of small wireless facilities in the historic districts shall be permitted by an administrative approval of a concealment plan utilizing the design and concealment standards contained in this chapter.

7. These design standards are intended to be used solely for the purpose of concealment and siting. Nothing herein shall be interpreted or applied in a manner which dictates the use of a particular technology. When strict application of these requirements would unreasonably impair the function of the technology chosen by the applicant or effectively prohibit service, alternative forms of concealment or deployment may be permitted which provide similar or greater protections of the streetscape.

15.395.100 Independent technical review of wireless communications facilities applications.

The city may retain the services of an independent technical expert of its choice to provide technical evaluation of permit applications for WCFs. The applicant shall pay all the costs of said review. Such third-party expert review is intended to be a site-specific review of technical aspects of the WCF permit application and not a subjective review of the WCF proposal. The city reviewing authority shall consider the request when imposing conditions on approval. Nothing herein shall be interpreted to permit regulation of radio frequency emissions or interference to limit or dictate the applicant's technological choices.

15.395.110 Wireless communications facilities removal.

A. Owners and operators of wireless communications facilities shall provide the director with copies of any notice of intent to cease operations provided to the Federal Communications Commission.

B. Any antenna support structure that has not been mounted with an antenna for a period of 180 successive days, or if the antennas mounted on an antenna support structure are not operated for a period of 180 successive days, the antenna support structure shall be considered abandoned. The owner shall remove such structure and any accompanying equipment enclosure within 90 days after receipt of notice from the city to do so. If an abandoned structure and equipment enclosure are not removed in a timely manner, the city may seek and obtain a court order directing such removal and imposing a lien upon the equipment and/or the real property upon which such structures are situated in an amount equal to the cost of removal. Any notice given under this section is subject to an open record appeal to the hearing examiner. In the event that more than one wireless communication service provider is using the support structure, then the lien on the real property shall not become effective until all users cease use of the antenna support structure.

C. Removal upon Undergrounding. A wireless communications facility shall be removed at the owner's expense if collocated on a utility support structure that is subsequently undergrounded. No utility support structure may be maintained for the sole purpose of supporting a wireless communications facility unless an administrative use permit is obtained as provided herein or pursuant to Chapter 15.395.080 ECC. Retention of the utility support structure shall be based upon a showing that no other support structure is reasonably available, and retention of the utility support

structure is required to prevent an effective prohibition of service.

15.395.120 Appeals.

Wireless communications facilities permit decisions other than administrative approvals relating to small wireless permits and eligible facilities requests, are final Type III decisions. Approvals relating to small wireless facilities and eligible facilities requests are Type I administrative approvals and are not subject to administrative appeal. Appeal of a hearing examiner decision shall proceed directly to Kittitas County Superior Court. The timely filing of an appeal of a wireless communication facility permit decision shall stay the effective date of the decision until such time as the appeal is concluded or withdrawn.

Section 2. Severability. If any portion of this ordinance is declared invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect the validity of the remaining portion(s) of this Ordinance.

Section 3. Corrections. Upon the approval of the City Attorney, the City Clerk and codifiers of this ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 4. Effective Date. This ordinance shall take effect and be in force five (5) days after its passage, approval and publication.

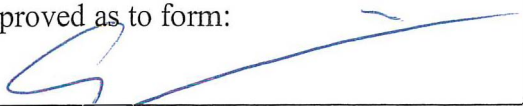
The foregoing ordinance was passed and adopted at a regular meeting of the City Council on the 6th day of January, 2020.

MAYOR

ATTEST:

City Clerk

Approved as to form:

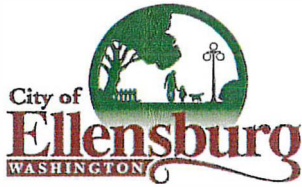


CITY ATTORNEY

Publish:

I, Beth Leader, City Clerk of said City, do hereby certify that Ordinance No. 4846 is a true and correct copy of said Ordinance of like number as the same was passed by said Council, and that Ordinance No. 4846 was published as required by law.

BETH LEADER



MANAGER'S REPORT

DATE: January 6, 2020
To: Ellensburg City Council
FROM: John Akers, City Manager 

1. Public Hearing and First Reading of Ordinance Adopting a Site Specific Rezone.

A closed record public hearing and first reading of an ordinance for a site specific rezone request for parcel 17827, located on Bull Road, is scheduled for January 21, 2020. An open record public hearing was held with the Hearing Examiner on December 12, 2019.

2. Public Hearing and First Reading of Ordinance for Petition for Annexation of the Currier Creek Area.

An open record public hearing and first reading of an ordinance for a Petition for Annexation of 260 parcels, referred to as the Currier Creek Area, located in northwest Ellensburg is scheduled for January 21, 2020.

3. Council Assignments to Boards and Commissions and Liaison Positions.

Council annually reviews and updates their assignments to boards and commissions. Attached is the grid and list of current Council assignments to boards and commissions and liaison positions. Assignment of individual appointments has been scheduled for your January 21, 2020 regular meeting.

	NICOLE	BRUCE	NANCY L.	NANCY G.	DAVID	MARY	STACEY
Affordable Housing Commission				X			
City Finance Committee		X			X		
Lodging Tax Advisory Committee	X						
Utility Advisory Commttee			X	x			
KITTCOM Administrative Board						X	
Airport Advisory Committee							X
KCCOG	X					X	
EMS and Trauma Care Council							X
Homelessness Committee					X		
Law and Justice Council							X
Fire Relief & Pension Board		X (Mayor)					
Developmental Disabilities Board			X				
Disability Board (LEOFF)		X (Mayor)					
Yakima Basin Fish and Wildlife Recovery Board			X				
Solid Waste Advisory Committee							X
Public Transit Advisory Committee		X					
Kittitas Co. Community Network Coalition					X		
Kittitas County Health Network		X(Mayor)					
LIAISON POSITIONS							
	NICOLE	BRUCE	NANCY L.	NANCY G.	DAVID	MARY	STACEY
Chamber of Commerce Legislative Comm.		X	X				
ASCWU-BOD					X		
Arts Commission						X	
Ellensburg Business Development Auth. Bd.		X					
Environmental Commission			X				
Landmarks and Design Commission					X		
Library Board						X	
Parks and Recreation Commission	X						
Planning Commission				X			
Senior Citizens Advisory Commission	X						
* Mayor Liaison Alternate							1/8/2019

Council Board & Committee Assignments January 2019

BOARD OR COMMITTEE	MEETING TIME	REPRESENTATIVE
Affordable Housing Commission 501 N. Anderson Street Ellensburg, WA 98926 Kirsten Sacket 962-7232	1 st Wednesday Every Month (3 rd as needed) 4:30 p.m. Council Chambers	Goodloe
Chamber of Commerce Liaison 609 N. Main Street Ellensburg, WA 98926 925-2002	4 th Tuesday Every Month 7:30 a.m. Chamber	Tabb/Lillquist
City Finance Committee Jerica Pascoe, Finance Director 501 N. Anderson Street Ellensburg, WA 98926 962-7205	Quarterly (Jan., Apr., July, Oct.) 3 rd Wednesday 4:00 p.m.	Miller Tabb
Lodging Tax Advisory Committee Laurie Gigstead 501 N. Anderson Street Ellensburg, WA 98926 962-7221	1 st Wednesday Every Month 2:00 p.m. Council Chambers	Klauss
Utility Advisory Committee Darren Larsen 501 N. Anderson Street Ellensburg, WA 98926 962-7227	3 rd Thursday Every Month 3:30 p.m. Council Conference Room	Lillquist Goodloe
KITTCOM Administrative Board Darlene Mainwaring 700 Elmview Road Ellensburg, WA 98926 925-8530	2 nd Thursday Every Month 1:30 p.m.	Morgan
Kittitas County Airport Advisory Committee Kittitas County Public Works 411 N. Ruby Street Ellensburg, WA 98926 962-7699 (Candy Leader)	2 nd Wednesday Every Month 5:30 p.m. Council Public Works Office 411 N. Ruby Street, Suite 1	Engel
Kittitas County Conference of Governments Kathy Boots 962-7506	3 rd Wednesday 6:00 p.m. Location alternates between Upper and Lower County	Klauss Morgan

<u>BOARD OR COMMITTEE</u>	<u>MEETING TIME</u>	<u>REPRESENTATIVE</u>
Kittitas County EMS and Trauma Care Council Cheryl Burrows PO Box 821 Cle Elum, WA 98922 674-2932	1 st Thursday Even Months 7:00 p.m. Location alternates between Upper and Lower County	Engel
Kittitas County Homelessness & Affordable Housing Committee 205 W. 5 th Street, Suite 108 Ellensburg, WA 98926 Taylor Crouch 962-7508	Last Wednesday 3:30 p.m. BOCC Auditorium	Miller
Kittitas County Law and Justice Council Kittitas County Courthouse 205 W. 5 th Street Ellensburg, WA 98926	3 rd Wednesday Every Month 8:00 a.m. BOCC Auditorium	Engel
Fire Relief & Pension Board Beth Leader, City Clerk 501 N. Anderson Street Ellensburg WA 98926 962-7614	AS NEEDED	Mayor (Tabb)
Kittitas County Developmental Disabilities Advisory Committee 205 W. 5 th Street Ellensburg WA 98926 Kasey Knutson 925-7029	1 st Tuesday Every Other Month 7:00 p.m.	Lillquist
Kittitas County Disability Board (LEOFF) Sarah Gann 962-7025	4 th Wednesday Each Month 8:00 a.m. BOCC Conference Room	Mayor (Tabb)
Yakima Basin Fish and Wildlife Recovery Board Alex Conley 1200 Chesterly Drive, Suite 280 Yakima, WA 98902 509-453-4104	One Thursday Afternoon Every Other Month 2:00 p.m.	Lillquist

BOARD OR COMMITTEE	MEETING TIME	REPRESENTATIVE
Kittitas County Solid Waste Advisory Committee Patti Johnson 925 Industrial Way Ellensburg WA 98926 962-7070	AS NEEDED (Generally 2 times per yr.) 6:30 p.m.	Engel
ASCWU-BOD Liaison 400 East University Way Ellensburg, WA 98926 963-1693		Miller
Kittitas County Community Network 507 N. Nanum Street Ellensburg, WA 98926 Ann Riley 962-9775	Quarterly – 3 rd Monday (Jan., Apr., July, Oct.) 11:30 a.m.	Miller
Public Transit Advisory Committee 501 N. Anderson Street Ellensburg, WA 98926 Josh Mattson 925-8699	3 rd Tuesday 3:30 p.m.	Tabb
Kittitas County Health Network 700 E. Mountain View Avenue, Suite 501 Ellensburg, WA 98926 Susan Grindle 509-925-1448	3 rd Wednesday 4:00 p.m.	Tabb (Mayor)

COUNCIL LIAISONS TO BOARDS AND COMMISIONS

Arts Commission – Mary Morgan	2 nd Thursday at 4:00 p.m.
Ellensburg Business Development Authority Board – Bruce Tabb	2 nd Wednesday at 4:00 p.m.
Environmental Commission – Nancy Lillquist	3 rd Wednesday at 5:15 p.m.
Landmarks and Design Commission – David Miller	1 st and 3 rd (as needed) Tuesday at 5:15 p.m.
Library Board – Mary Morgan	2 nd Tuesday at 4:30 p.m.
Parks and Recreation Commission – Nicole Klauss	2 nd Wednesday at 5:30 p.m.
Planning Commission – Nancy Goodloe	2 nd Thursday at 5:45 p.m.
Senior Citizens Advisory Commission – Nicole Klauss	2 nd Tuesday at 1:00 p.m.

* Mayor alternate for all liaison assignments