

CITY ADMINISTRATOR
ROBERT OMANS

CITY CLERK
DEBBIE LEE

FINANCE DIRECTOR
ROBIN NEWCOMB

PUBLIC WORKS

POLICE CHIEF
RICH ALBO

FIRE CHIEF
ED MILLS

PLANNER

City Council
Agenda
July 9, 2024
6:00 PM



119 W FIRST STREET
CLE ELUM, WA 98922

MAYOR
MATTHEW LUNDH

MAYOR PRO TEM
STEVEN HARPER

CITY COUNCIL
JOHN GLONDO
BETH WILLIAMS
JERRED WEIS
KEN RATLIFF
STEVEN COOK
AUDREY MALEK

CITY ATTORNEY
ALEXANDRA KENYON

Join Virtually with Zoom: <https://zoom.us/j/7573184018?pwd=dERndjBJVC9GdVQ1d2ISRExwZFhXZz09>
Meeting ID: 757 318 4018 Passcode: 98922

Join by Phone: 1-(253)215-8782, Meeting ID: 757 318 4018, Passcode:98922

TextMyGov Receive city text alert notifications: text CLEELUM to 91896

DISCLAIMER: The City does not guarantee that virtual or telephonic access to the City Council meeting will be available and the City does not warrant audio quality. Attendees are encouraged to attend in-person.

1. Call to Order, Pledge of Allegiance, and Roll Call

a. July 9, 2024 Sign In Sheet

2. Public Comment – Limited to 5 Minutes

3. Announcements, Appointments, Awards & Recognition

4. Approval of Meeting Agenda

5. Consent Agenda

Items listed have been distributed to Council Members in advance for study and will be enacted by one motion. If a separate discussion is desired on an item, that item may be removed from the Consent Agenda and placed on a regular Agenda at the request of a Council Member or at the request of a member of the public with concurrence of a Council Member:

- a. Approve the City Council Meeting Minutes Dated June 25, 2024
- b. Approve the Special Meeting Minutes Dated June 25, 2024
- c. Approve the Payables Dated July 9, 2024 \$817,181.93
- d. Approve the Payroll Dated July 5, 2024 \$267,450.16
- e. The Nature Conservancy Letter of Support for Securing Funds for Permanent Conservation of the Cle Elum Ridge

6. Staff Reports

City Administrator, Planning Department, Public Works, Police Chief, Fire Chief, Veolia

- a. City Administrator - Rob Omans

City Council Agenda

July 9, 2024

119 W FIRST STREET
CLE ELUM, WA 98922

- b. Planner - Colleda Monick HLA
 - c. Public Works - Aaron Barr
 - d. Police - Chief Albo
 - e. Fire Chief - Ed Mills
 - f. Veolia - William LaRue
7. **Public Appearances – 15-Minute Limit**
- a. Mouse About Softball Tournament Camping Variance at Memorial Park 08/10-08/11/2024 - Stephanie Mifflin
8. **Business Requiring Public Hearings**
9. **Unfinished Business**
10. **New Business**
- a. Ordinance 1673 Development Code Clean-Up Sections 17.51.070, 17.45.060, 17.20.090 and 17.45.020 - Alexandra Kenyon
 - b. Progress Estimate No. 4 Active Construction \$163,037.42 First Street Improvements Phase 3 Downtown Revitalization - Ben Annen HLA
 - c. 2024-016 Resolution Providing for the Disposal of Certain Inventory Items Cle Elum Police Vehicle 2007 Ford Expedition - Chief Albo
 - d. Collective Bargaining Agreement - Public Works, Library & City Hall Employees January 1, 2024–December 31, 2026 - Mayor Lundh
 - e. Noise Variance Request
11. **Report of Committees**
- a. General Government Committee
 - b. Lodging Tax & Event Committee
12. **Councilmember Comments - Limited to 5 Minutes**
13. **Mayor's Report**
14. **Adjournment by Motion**

Upcoming Meetings:

Regular Council Meeting: July 23, 2024 @ 6:00 p.m.

Planning Commission Meeting: July 16, 2024 @ 6:00 p.m.

General Government Committee Meeting: July 24, 2024 @ 8:30 a.m.

Lodging Tax & Events Committee Meeting: August 12, 2024 @ 8:30 a.m.

Public Safety & Health Committee Meeting: July 16, 2024 @ 1:00 p.m.

Public Works & Community Development Committee Meeting: July 11, 2024 @ 12:00 p.m.

Coal Mines Trail Commission Meeting: August 5, 2024 @ 6:00 p.m.

City of Cle Elum Regular Council Meeting

July 9, 2024 6:00 p.m.

If you wish to address the Mayor and Council, please sign in below

Please sign in:

Name	Address	PLEASE PROVIDE EMAIL ADDRESS IF YOU WANT COUNCIL'S RECOMMENDATION MAILED TO YOU
Nathan Henderson	710 Westside Rd. Cle Elum	
Kristen Kossow	2920 Wrangler Dr. Ellensburg WA 98926	
Larry Stauffer	2661 Lower Peck Point Rd. Cle Elum WA 98922	

CLE ELUM CITY COUNCIL

MINUTES

JUNE 25, 2024

6:00 PM

119 W FIRST STREET
CLE ELUM, WA 98922

1. **Call to Order, Pledge of Allegiance, and Roll Call**

John Glondo - Councilmember present
Ken Ratliff - Councilmember present via zoom
Beth Williams - Councilmember present
Steven Harper - Councilmember present
Jerred Weis - Councilmember present
Steven Cook - Councilmember present
Audrey Malek - Councilmember present via zoom

Matthew Lundh - Mayor
Rob Omans - City Administrator
Debbie Lee - Clerk
Colleda Monick - HLA
Rich Albo - Police Chief
Ben Annen - HLA

a. [June 25, 2024 Sign In Sheet](#)

2. **Public Comment – Limited to 5 Minutes**

Allen Mulue - owner of the Thai Restaurant, wants to be present and will be coming to the meetings.

Larry Stauffer - sent the Council and Mayor a letter regarding forming a committee for Hanson Ponds.

3. **Announcements, Appointments, Awards & Recognition**

4. **Approval of Meeting Agenda**

MOTION: Councilmember Harper made a motion to approve the amended agenda by adding Hanson Ponds under Unfinished Business; seconded by Councilmember Glondo.
MOTION CARRIED: 7 yes 0 no.

5. **Consent Agenda**

City Council Agenda

June 25, 2024

119 W FIRST STREET
CLE ELUM, WA 98922

MOTION: Councilmember Glondo made a motion to approve the consent agenda; seconded by Councilmember Cook.

MOTION CARRIED: 7 yes 0 no.

- a. Approve the City Council Meeting Minutes Dated June 11, 2024
- b. Approve the Payables Dated June 25, 2024 \$626,267.79

6. Staff Reports

- a. City Administrator - Rob Omans
See attached report.
- b. Police Chief - Rich Albo
See attached report.

7. Public Appearances – 15-Minute Limit

- a. The Nature Conservancy Letter of Support for Securing Funds for Permanent Conservation of the Cle Elum Ridge - Catherine Waterston

Catherine Waterston and Mark Charlton of the Nature Conservancy gave a presentation on the Permanent Conservation of the Cle Elum Ridge. Mark stated they would be doing a prescribed burn in July and will take all safety precautions. They did the same amount of acreage last year. This will benefit the safety of nearby towns.
- b. Cle Elum Downtown Association - Jordan Peterson

See attached report.

8. Business Requiring Public Hearings

- a. Six Year Transportation Improvement Program 2025-2030 - Ben Annen HLA

The Public Hearing was opened at 6:46 p.m. and closed at 6:47 p.m. with no public comment.

City Council Agenda

June 25, 2024

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Ben Annen of HLA presented the 13 projects on the 6-year STIP. There was discussion on the priority of Railroad Street. It was decided to move this project up on the list. The first 5 projects have action that has already begun regarding applying for funding. There is possibly some potential funding for Railroad Street projects that might just need to be reclassified.

- b. [Proposed Non-Project Text Amendments to the Following Cle Elum Municipal Code Chapters: 15.20 - Sign Code, 17.16 - R Residential District, 17.32 CG General Commercial District, and Creating a New Chapter in the Zoning Ordinance, 17.71 - Zero Lot Line and Common Wall Developments - Colleda Monick HLA](#)

The Public Hearing was opened at 7:03 p.m. and closed at 7:05 p.m. with one public comment.

Jacob McGee would like to see this approved as they have a new business that they would like to open on the property that they recently purchased.

Colleda Monick of HLA gave a presentation on the work of the Planning Commission regarding the proposed Text Amendments. Some of the changes will affect short-term rentals regarding home occupations and live-on-site short-term rentals. There were some changes to the sign code. Discussion was had regarding repair and maintenance in chapter 15.20.070 and chapter 15.20.170. The Council also discussed what prompt removal meant and window signs.

9. Unfinished Business

- a. [Hanson Ponds Committee](#)

Discussion was had regarding forming a committee of the Councilmembers who are interested in serving on this committee as well as community members. The Council also had discussion regarding the different agencies, the stages of the design, grant process and who has been handling that. Mayor Lundh will advertise for this committee on Facebook, and the City website. Mayor Lundh will get a firm schedule from the Kittitas Conservation District, which is the main point of contact.

10. New Business

- a. [Ordinance 1672 Text Amendments to Chapters 15.20, 17.16, 17.32, and Establishing Chapter 17.70 - Colleda Monick](#)

The Council would like Colleda Monick of HLA to make the changes to the sign code that were discussed during the public hearing. The Council wanted to thank the Planning Commission for all of the hard work that was put into this update.

City Council Agenda

June 25, 2024

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MOTION: Councilmember Harper made a motion to approve Ordinance 1672 Text Amendments; seconded by Councilmember Williams.

MOTION CARRIED: 7 yes 0 no.

- b. [Resolution 2024-015 Six Year Transportation Improvement Board 2025-2030 - Ben Annen HLA](#)

The Council would like to move project #8 to #13 and shift the remaining projects forward. The Council would also like to change the limits on project #9.

MOTION: Councilmember Harper made a motion to approve the changes mentioned above and approve Resolution 2024-015 Six-Year STIP; seconded by Councilmember Weis.

MOTION CARRIED: 7 yes 0 no.

- c. [First Street Downtown Revitalization Project Phase 3 Pay Request No. 3 Active Construction Inc. \\$540,583.89 - Ben Annen HLA](#)

Ben Annen of HLA noted that this request is for a substantial amount of work.

MOTION: Councilmember Harper made a motion to approve pay request No. 3 to Active Construction in the amount of \$540,583.89; seconded by Councilmember Glondo.

MOTION CARRIED: 7 yes 0 no.

- d. [Bullfrog Flats Development Review Task Order No. 2024-05 - Ben Annen HLA](#)

Ben Annen of HLA reported to the Council that there is a potential new developer for Bullfrog Flats. There has not been an application submitted yet. This Task Order will allow HLA to review the project and pass the charges on to the new potential developer. This typically happens when there is a larger development.

MOTION: Councilmember Harper made a motion to approve Task Order No. 2024-05 Bullfrog Flats Development Review; seconded by Councilmember Williams.

MOTION CARRIED: 7 yes 0 no.

- e. [Growth Management Act Periodic Update Task Order No. 2024-06 - Joseph Calhoun HLA](#)

Colleda Monick of HLA reported that this is a required update for the Comprehensive Plan. The City did receive a grant in the amount of \$100,000.

MOTION: Councilmember Harper made a motion to approve Task Order No. 2024-06 Growth Management Act Periodic Update; seconded by Councilmember Cook.

MOTION CARRIED: 7 yes 0 no.

- f. [2025 Budget Priorities - Mayor Lundh](#)

Mayor Lundh would like the Council to consider what their priorities are for the 2025 Budget.

City Council Agenda

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The priorities of the Council are: Public Works - street, police services, fire, and infrastructure. They also want to make sure they look at transportation elements and work with the County and other communities.

Mayor Lundh would like to see revenues set aside for projects like the vacant suite next to City Hall so that City Hall can be expanded.

11. Report of Committees

No comments.

12. Councilmember Comments - Limited to 5 Minutes

Councilmember Harper commented that the citizens had concerns about the recent presentation at the Library from PSE.

Councilmember Harper also had concerns about the increase in vehicles and firewood that is for sale parked near Y Park.

13. Mayor's Report

- Public Works hired a new Operator and Maintenance employee, Levi Waddell. He is local and lives in Cle Elum and fits in well.
- Mayor Lundh attended the AWC Annual Conference and encouraged Council members to attend as it was a great event.
- Reminder that fireworks are prohibited in the city limits.
- There is the possibility of a new developer for Bullfrog Flats. They are planning to attend a Council Meeting in the future.

14. Adjournment by Motion

MOTION: Councilmember Glondo made a motion to adjourn at 8:06 p.m.

Matthew Lundh, Mayor

Debbie Lee, Clerk

CLE ELUM SPECIAL MEETING

MINUTES

JUNE 25, 2024

4:00 PM

119 W FIRST STREET
CLE ELUM, WA 98922

1. Call to Order, Pledge of Allegiance, and Roll Call

John Glondo - Councilmember present
Ken Ratliff - Councilmember present via zoom
Beth Williams - Councilmember present
Steven Harper - Councilmember present
Jerred Weis - Councilmember absent
Steven Cook - Councilmember present
Audrey Malek - Councilmember absent/present via zoom at 4:35 p.m.

Matthew Lundh - Mayor
Debbie Lee - Clerk
Rob Omans - City Administrator
Ben Annen - HLA

MOTION: Councilmember Cook made a motion to approve the absence of Councilmember Weis and Councilmember Malek; seconded by Councilmember Williams.

MOTION CARRIED: 5 yes 0 no.

2. Public Comment - Limited To 5 Minutes

3. Unfinished Business

a. Commercial Sewer Rate Discussion - Mayor Lundh

Mayor Lundh informed the Council that this meeting was for further discussion to talk about implementation and options of the Sewer Rate for commercial users.

Ben Annen of HLA explained to the Council the phased implementation of increasing the sewer rates. The City can either do a 2-year phased implementation or a 3-year phased implementation. The 2-year phase would generate approximately \$230,000 per year. The 3-year phased implementation would generate \$185,000 the first year, \$360,000 the second year and \$540,000 the third year.

- The last time the sewer rates were increased was 2015. The only increase since that time has been the traditional 3% annually.

Special Meeting Agenda

June 25, 2024

119 W FIRST STREET
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- The intent of increasing rates is to raise much needed revenue for the infrastructure and treatment plant upgrades.
- This increase does not include any new connection charges.
- The council discussed the benefit of charging for strength on volume or consumption usage as opposed to a flat rate.
- RV waste can be detrimental to the treatment plant.
- WWTP requires a lot of energy to treat waste.
- The City needs to be proactive not reactive.
- The 3-year phased approach gives businesses time to budget for this additional expense.
- Veolia has a sampler that the City will be able to utilize.
- When the Ordinance is in its final form there will be a Public Hearing, so the public has time to comment. That has been the tradition of the Council.
- The Council requests staff to prepare an Ordinance with the rate structure table, and response time for responding to a request from a business to be tested.

MOTION: Councilmember Harper made a motion to approve HLA to draft an Ordinance to include the revised billing formula with a fixed base rate on all categories + ERU's and the calculation for strength based on consumption; seconded by Councilmember Cook. There was a poll vote taken, and the results were unanimous.
MOTION CARRIED: 6 yes 0 no.

4. New Business

Mayor Lundh reported that after the Special Meeting was adjourned, the Council would go into a Closed Session regarding Collective Bargaining for about 10 minutes.

5. Other Committee Comments

6. Adjourn

MOTION: Councilmember Harper made a motion to adjourn at 5:29 p.m.

Matthew Lundh, Mayor

Debbie Lee, Clerk

CHECK REGISTER

City Of Cle Elum

Time: 09:36:21 Date: 07/01/2024

06/26/2024 To: 07/09/2024

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2858	06/26/2024	Claims	1	EFT	WA State Dept of Revenue	18,014.56	May 2024 excise tax
2871	06/26/2024	Claims	1	EFT	Verizon Wireless	543.94	Police Dept cell phones
2872	06/26/2024	Claims	1	EFT	Lumen (Level 3)	27.79	City long distance
2896	06/26/2024	Claims	1	EFT	Cintas Corporation	269.10	Mats/towels/uniforms/cleaning 6/17
2930	06/27/2024	Claims	1	EFT	Accu Temp Heating and Air Cond. Inc.	2,151.19	Install heat pump at city hall
2938	06/27/2024	Claims	1	EFT	T-Mobile	93.45	Back up internet
2940	07/01/2024	Claims	1	EFT	Century Link	1,603.99	Fire Dept telephone 674-1751; Public works telephone 674-5126; Fire Dept telephone 674-5785; City hall telephone 674-2262; Water plant telephone 674-3963; Library telephone 674-2313; Police Dept telep
2941	07/01/2024	Claims	1	EFT	United Health Care Insurance Company	525.75	Krahenbuhl LEOFF 1 supplement health
2942	07/01/2024	Claims	1	EFT	U.S. Cellular	98.08	Water Plant M2M service
2946	07/01/2024	Claims	1	EFT	U.S. Cellular	438.85	Cell phones city admin, fire, public works
2949	06/28/2024	Claims	1	EFT	WA State Dept of Retirement Sys.	115.79	Dept. of Retirement Audit Swanson Comp Time Payout
2978	06/28/2024	Claims	1	EFT	Chase Paymentech	164.73	Non utility June merchant fees
2979	06/28/2024	Claims	1	EFT	Chase Paymentech	959.33	Utility June merchant fees
2981	06/28/2024	Claims	1	EFT	American Express	35.54	June merchant fees
2955	07/09/2024	Claims	1	46702	Active Construction Inc	540,583.89	First St. Phase 3 23150C -- \$6M DOT grant and TIB Oakes to Peoh grant progress estimate #3
2956	07/09/2024	Claims	1	46703	Jane Agar	270.00	Library Cleaning/May
2957	07/09/2024	Claims	1	46704	BNSF Railway Company	3,500.00	Land lease for parking 7/1/24 to 6/30/25 contract #BF83005
2958	07/09/2024	Claims	1	46705	Baker & Taylor	2,383.34	Library book leasing 7/14/24 to 6/30/25
2959	07/09/2024	Claims	1	46706	Brown and Jackson Septic	820.00	Cemetery / 2 Port A Potty; 719 E 3rd St / 2 Port A Potty; Coal Mine Trail Head / Port A Potty; Coal Mine Ronald location / Port A Potty; Coal Mine Roslyn location / Port A Potty
2960	07/09/2024	Claims	1	46707	Canon Financial Services, Inc.	622.46	Copier lease library and public works 6/1 to 6/30; City hall copier lease 6/1 to 6/30
2961	07/09/2024	Claims	1	46708	City of Cle Elum	221.01	Coal Mine Trail Assistant Amick hours for March through June 2024
2962	07/09/2024	Claims	1	46709	Copiers Northwest Inc.	100.46	City hall copier base 6/19 to 7/18 and overage 5/19 to 6/18
2963	07/09/2024	Claims	1	46710	Ellensburg Cement Products	528.97	3/8 gravel -- public works; 302/304 n Peoh water service replacement
2964	07/09/2024	Claims	1	46711	Fasttracksignz	1,540.42	Fire Dept remaining ambulance logos
2965	07/09/2024	Claims	1	46712	Grainger	299.86	Public works degreaser
2966	07/09/2024	Claims	1	46713	H.D. Fowler	3,469.41	Fire Dept 10 - Storz fittings for hydrants; Water meter supplies
2967	07/09/2024	Claims	1	46714	Jerrol's	157.78	2 cases paper; City hall bill paper
2968	07/09/2024	Claims	1	46715	Kittitas County Auditor	305.50	Johnasen ROW Vacate recording at the auditor Ordinance 1671

CHECK REGISTER

City Of Cle Elum

Time: 09:36:21 Date: 07/01/2024

06/26/2024 To: 07/09/2024

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2969	07/09/2024	Claims	1	46716	Kittitas County Prosecuting Attorney	874.65	2024/2025 Sexual Assault Interviewer Specialist
2970	07/09/2024	Claims	1	46717	Mueller & Partin Inc.	10,507.50	City Heights Consulting fees/Arbitration/June
2971	07/09/2024	Claims	1	46718	Pape Machinery	63.95	Public works trimmer line
2972	07/09/2024	Claims	1	46719	Jennifer E Rogers	149.59	Police Dept Rogers shirts
2973	07/09/2024	Claims	1	46720	Santander Bank, N.A.	132,686.96	VACTOR Truck payment #2 of #5
2974	07/09/2024	Claims	1	46721	Suncadia	11,006.00	Water/Sewer Capital Reimbursement Fees -- Permit 2024-017 611 Park St. and 2024-044 607 Park St., Cle Elum, WA
2975	07/09/2024	Claims	1	46722	Veolia Water North America	79,982.46	Veolia Water June 2024 PSE Gas/electric/knobels, ctc waterworks, hach, grainger, usa bluebook, moiton, eurofins, Northstar; WWTP June 2024 PSE
2976	07/09/2024	Claims	1	46723	WA State Dept of Trans.	1,922.29	1st and SCE Way signal maintenance; May costs for Stafford Ave Roundabout
2977	07/09/2024	Claims	1	46724	Wapiti Office	101.34	Public works wireless headset shipping
2980	06/28/2024	Claims	9	EFT	U.S. Bank	42.00	US Bank safekeeping bond fees
							514 Financial, Recording & Elections 115.79
							518 Centralized Services 7,424.27
							521 Police Department 2,584.79
							522 Fire Department 4,870.56
							536 Cemetery 210.00
							559 Housing & Community Develop 305.50
							572 Libraries 2,905.81
							576 Park Facilities 273.95
							001 Current Expense/General Fund 18,690.67
							515 Legal Services 10,507.50
							004 City Heights WCIA Settlement Agreement 2023 10,507.50
							542 Streets - Maintenance 624.91
							543 Streets Admin & Overhead 299.86
							591 Debt Service - Principal Repayment 14,585.20
							592 Debt Service - Interest Costs 2,825.04
							595 Capital Expenditures- Streets 467,605.06
							101 Street Fund 485,940.07
							595 Capital Expenditures- Streets 74,716.86
							102 TIB Complete Streets Grant 74,716.86
							542 Streets - Maintenance 621.01
							110 Coal Mine Trail Fund 621.01
							534 Water Utilities 14,196.34
							401 Water Fund 14,196.34
							537 Garbage & Solid Waste 4,904.31
							402 Garbage Fund 4,904.31
							534 Water Utilities 55,702.82

CHECK REGISTER

City Of Cle Elum

06/26/2024 To: 07/09/2024

Time: 09:36:21 Date: 07/01/2024

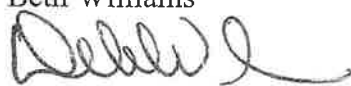
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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
		404 Water Regional Fund				55,702.82	
		591 Debt Service - Principal Repayment				51,039.71	
		592 Debt Service - Interest Costs				9,996.29	
		406 Water Capital Reserve Fund				61,036.00	
		535 Sewer				11,661.71	
		409 Sewer Fund				11,661.71	
		535 Sewer				24,802.99	
		410 Sewer Regional Fund				24,802.99	
		591 Debt Service - Principal Repayment				45,491.91	
		592 Debt Service - Interest Costs				8,909.74	
		413 Sewer Capital Reserve Fund				54,401.65	
						817,181.93	Claims: 817,181.93

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, and that I am authorized to authenticate and certify to said claim(s). Approved by the Auditing Committee:

Jerred Weis Date _____

Steven Harper Date _____

Beth Williams
 Date 7-1-24

Payroll

CHECK REGISTER

City Of Cle Elum

Time: 13:08:35 Date: 07/02/2024

06/06/2024 To: 07/05/2024

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2749	06/20/2024	Payroll	1	EFT	Jane Agar	1,200.00	
2750	06/20/2024	Payroll	1	EFT	Virgil D Amick	1,500.00	
2751	06/20/2024	Payroll	1	EFT	Matthew R Anderson	2,000.00	
2752	06/20/2024	Payroll	1	EFT	Aaron G Barr	1,600.00	
2753	06/20/2024	Payroll	1	EFT	John M Butorac	1,900.00	
2754	06/20/2024	Payroll	1	EFT	Audrey M Casassa	1,300.00	
2755	06/20/2024	Payroll	1	EFT	Brian DeFrang	500.00	
2756	06/20/2024	Payroll	1	EFT	Bradley D Helgeson	2,000.00	
2757	06/20/2024	Payroll	1	EFT	Kathryn A Heller	750.00	
2758	06/20/2024	Payroll	1	EFT	Debbie Lee	1,100.00	
2759	06/20/2024	Payroll	1	EFT	David Lindseth	800.00	
2760	06/20/2024	Payroll	1	EFT	Edwin L Mills	2,500.00	
2761	06/20/2024	Payroll	1	EFT	Cheryl J Montgomery	2,000.00	
2762	06/20/2024	Payroll	1	EFT	Robin L Newcomb	3,500.00	
2763	06/20/2024	Payroll	1	EFT	Robert F Omans	2,000.00	
2764	06/20/2024	Payroll	1	EFT	Whitney Prosek	600.00	
2765	06/20/2024	Payroll	1	EFT	Jennifer E Rogers	2,000.00	
2766	06/20/2024	Payroll	1	EFT	Russell M Stefanovich	1,300.00	
2767	06/20/2024	Payroll	1	EFT	Marshall Stewart	1,600.00	
2768	06/20/2024	Payroll	1	EFT	Cornelia J Van Dongen	1,000.00	
2769	06/20/2024	Payroll	1	EFT	Anthony A Venera	2,000.00	
2770	06/20/2024	Payroll	1	EFT	Umpqua Bank	20,000.00	941 for June Draws/Taxes
2999	07/05/2024	Payroll	1	EFT	Jane Agar	1,217.99	
3000	07/05/2024	Payroll	1	EFT	Richard D Albo	7,678.27	
3001	07/05/2024	Payroll	1	EFT	Virgil D Amick	2,262.84	
3002	07/05/2024	Payroll	1	EFT	Matthew R Anderson	3,395.61	
3003	07/05/2024	Payroll	1	EFT	Aaron G Barr	2,815.88	
3004	07/05/2024	Payroll	1	EFT	John M Butorac	1,670.79	
3005	07/05/2024	Payroll	1	EFT	Audrey M Casassa	2,231.69	
3006	07/05/2024	Payroll	1	EFT	Steven Cook	227.56	
3007	07/05/2024	Payroll	1	EFT	Brian DeFrang	4,781.65	
3008	07/05/2024	Payroll	1	EFT	John J Glondo	227.56	
3009	07/05/2024	Payroll	1	EFT	Mark Goodwin	49.87	
3011	07/05/2024	Payroll	1	EFT	Bradley D Helgeson	4,180.57	
3012	07/05/2024	Payroll	1	EFT	Kathryn A Heller	2,620.90	
3013	07/05/2024	Payroll	1	EFT	Nathan J Henderson	126.69	
3014	07/05/2024	Payroll	1	EFT	Alec Johnson	4,339.05	
3015	07/05/2024	Payroll	1	EFT	Craig D Juris	4,137.79	
3016	07/05/2024	Payroll	1	EFT	Jessica T Korich	2,979.66	
3017	07/05/2024	Payroll	1	EFT	Debbie Lee	4,225.53	
3018	07/05/2024	Payroll	1	EFT	David Lindseth	3,217.66	
3020	07/05/2024	Payroll	1	EFT	Matthew Lundh	2,628.29	
3021	07/05/2024	Payroll	1	EFT	Mario M Magnotti	5,797.54	
3022	07/05/2024	Payroll	1	EFT	Audrey Malek	227.56	
3023	07/05/2024	Payroll	1	EFT	Edwin L Mills	2,339.88	
3024	07/05/2024	Payroll	1	EFT	Cheryl J Montgomery	2,577.15	
3025	07/05/2024	Payroll	1	EFT	Robin L Newcomb	2,026.44	
3026	07/05/2024	Payroll	1	EFT	Robert F Omans	3,494.19	
3027	07/05/2024	Payroll	1	EFT	Casey Orndorff	125.88	
3028	07/05/2024	Payroll	1	EFT	Amy E Pridemore	1,607.87	
3029	07/05/2024	Payroll	1	EFT	Whitney Prosek	1,078.06	
3030	07/05/2024	Payroll	1	EFT	Kenneth C Ratliff	227.56	
3031	07/05/2024	Payroll	1	EFT	Jennifer E Rogers	3,476.02	
3032	07/05/2024	Payroll	1	EFT	Kelsey Seiser	5,328.22	

CHECK REGISTER

City Of Cle Elum

Time: 13:08:35 Date: 07/02/2024

06/06/2024 To: 07/05/2024

Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
3033	07/05/2024	Payroll	1	EFT	Russell M Stefanovich	1,250.97	
3034	07/05/2024	Payroll	1	EFT	Marshall Stewart	1,498.26	
3035	07/05/2024	Payroll	1	EFT	John Storch	297.75	
3036	07/05/2024	Payroll	1	EFT	Cornelia J Van Dongen	597.72	
3037	07/05/2024	Payroll	1	EFT	Anthony A Venera	4,859.14	
3038	07/05/2024	Payroll	1	EFT	Levi A Waddell	1,425.23	
3039	07/05/2024	Payroll	1	EFT	Jerred Weis	227.56	
3040	07/05/2024	Payroll	1	EFT	Brian Welch	3,819.45	
3041	07/05/2024	Payroll	1	EFT	Elizabeth M Williams	227.56	
3052	07/05/2024	Payroll	1	EFT	AWC Health Insurance	33,761.29	Pay Cycle(s) 07/05/2024 To 07/05/2024 - Asuris 250 Med/Den/Vis
3053	07/05/2024	Payroll	1	EFT	Colonial Life	604.26	Pay Cycle(s) 07/05/2024 To 07/05/2024 - Colonial Insurance Pre; Pay Cycle(s) 07/05/2024 To 07/05/2024 - Colonial Insurance
3054	07/05/2024	Payroll	1	EFT	HRA VEBA Trust Contributions	6,575.00	Pay Cycle(s) 07/05/2024 To 07/05/2024 - Veba
3055	07/05/2024	Payroll	1	EFT	Northwest Admin Transfer Acct	3,425.50	Pay Cycle(s) 07/05/2024 To 07/05/2024 - NW Admin RWT/Dental
3056	07/05/2024	Payroll	1	EFT	Teamsters Local #760	975.00	Pay Cycle(s) 07/05/2024 To 07/05/2024 - Teamsters Dues
3057	07/05/2024	Payroll	1	EFT	UEBT	11,792.00	Pay Cycle(s) 07/05/2024 To 07/05/2024 - UEBT Medical Vision
3058	07/05/2024	Payroll	1	EFT	Umpqua Bank	27,246.76	941 Deposit for Pay Cycle(s) 07/05/2024 - 07/05/2024
3059	07/05/2024	Payroll	1	EFT	WA State Dept of Retirement Sys.		Wrong amount
3060	07/05/2024	Payroll	1	EFT	Washington State Support Registry		Wrong amount
3061	07/05/2024	Payroll	1	EFT	WA State Dept of Retirement Sys.	4,437.55	Pay Cycle(s) 07/05/2024 To 07/05/2024 - Deferred Comp
3062	07/05/2024	Payroll	1	EFT	Washington State Support Registry	126.42	Pay Cycle(s) 07/05/2024 To 07/05/2024 - Child Support
3063	07/05/2024	Payroll	1	EFT	WA State Dept of Retirement Sys.	13,987.85	Pay Cycle(s) 07/05/2024 To 07/05/2024 - PERS2; Pay Cycle(s) 07/05/2024 To 07/05/2024 - PERS 3
3071	07/05/2024	Payroll	1	EFT	WA State Dept of Retirement Sys.	12,477.62	Pay Cycle(s) 07/05/2024 To 07/05/2024 - LEOFF2
3010	07/05/2024	Payroll	1	46725	Steven M Harper	217.56	
3019	07/05/2024	Payroll	1	46726	Cole M Lowenstein	1,007.49	
3043	07/05/2024	Payroll	1	46727	Bill Rolcik Memorial Fund	140.00	Pay Cycle(s) 07/05/2024 To 07/05/2024 - Bill Rock Mem Fund
						511 Legislative	1,883.91
						512 Judicial	5,849.07
						513 Executive	9,156.96
						514 Financial, Recording & Elections	11,328.76
						521 Police Department	110,148.57
						522 Fire Department	12,973.80
						536 Cemetery	5,500.48
						558 Planning & Community Devel	5,098.02
						572 Libraries	9,545.97
						576 Park Facilities	3,198.25
						580 Non Expenditures	-7,006.94
001 Current Expense/General Fund							167,676.85

CHECK REGISTER

City Of Cle Elum

Time: 13:08:35 Date: 07/02/2024

06/06/2024 To: 07/05/2024

Page: 3

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			542 Streets - Maintenance			17,389.32	
		101 Street Fund				17,389.32	
			521 Police Department			19,708.52	
			554 Environmental Services			3,653.85	
		104 Police 3/10's Sales Tax Fund				23,362.37	
			542 Streets - Maintenance			54.96	
		110 Coal Mine Trail Fund				54.96	
			534 Water Utilities			29,825.77	
		401 Water Fund				29,825.77	
			537 Garbage & Solid Waste			8,277.93	
		402 Garbage Fund				8,277.93	
			535 Sewer			10,312.17	
			538 Combined Utilities			10,550.79	
		409 Sewer Fund				20,862.96	
						267,450.16	Payroll: 267,450.16

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, and that I am authorized to authenticate and certify to said claim(s). Approved by the Auditing Committee:

Jerrold Weis

Date _____

Steven Harper

Date _____

Beth Williams

Date _____

City of Cle Elum
119 West First Street
Cle Elum, WA 98922



Phone: (509) 674-2262
Fax: (509) 674-4097
www.cityofcleelum.com

June 25, 2024

Re: Letter of Support for Cle Elum Ridge Community Forest Phase 2

Dear Community Forest Technical Review Panel members:

The City of Cle Elum supports the Kittitas Conservation Trust's application to the Recreation and Conservation Office (RCO) Community Forest Program for the acquisition of the Cle Elum Ridge in Kittitas County, Washington. Cle Elum resides in the Heart of the Cascades and is home to approximately 2,000 residents, containing a significant portion of the Yakima River headwaters and connecting large, intact wilderness areas to the north and south.

This project builds upon the 1,250-acre Cle Elum Ridge Community Forest Phase 1 project, which was funded by RCO in 2021. By leveraging \$15 million in federal funding, this project will allow the Department of Natural Resources (DNR) to acquire the entire 9,700-acre geographic envelope. The entire Ridge will be managed for local and visitor trail usage, fire resiliency, wildlife habitat conservation, and water quality and quantity in the Yakima River Basin.

The community's relationship with the landscape is rich in cultural heritage. Local residents consider the property their backyard. Acquiring the Ridge will provide permanent public access to a growing network of existing and planned trails for year-round recreation. It lays the groundwork for realizing the Towns to Teanaway Master Plan, the community-backed plan that calls for a loop trail system connecting Cle Elum, Roslyn, and Ronald to the adjacent Teanaway Community Forest and the Okanogan-Wenatchee National Forest beyond. Without closing this gap, residents and visitors remain cut off from these recreational treasures. As a result, the project has strong local community support.

Protecting Cle Elum Ridge will increase regional climate resilience. As a dry forest, it contains drought-resistant species. The property is well-situated within a climate flow corridor, where flora and fauna can migrate, disperse, and adapt along different elevational gradients and corresponding diverse forest habitats in response to changes in the climate. The 3,700 ft high ridgeline is habitat for federally endangered gray wolf, as well as federally threatened steelhead, bull trout, northern spotted owl, and little brown bat. The project would also prevent new developments within the urban-wildlife interface, which otherwise would increase the surrounding community's vulnerability to wildfires.

The project also offers residents economic benefits. Outdoor recreation generates over \$217 million in consumer spending in Kittitas County each year. Tourism-related businesses are the top employers, employing 18% of residents. With 86% of visitors coming for outdoor recreation, Cle Elum Ridge's 40-miles of multi-use trails will continue to contribute to the region's economy and expand four-season outdoor recreation. Furthermore, the Ridge is within the Mountains to Sound Greenway National

Heritage Area, where it provides a verdant backdrop to the I-90 National Scenic Byway, one of the busiest mountain passes in the nation that is traveled by 40,000 vehicles daily.

For these reasons, the City of Cle Elum is pleased to support Kittitas Conservation Trust's application to the Community Forest Program for the Cle Elum Ridge Community Forest Phase 2.

Sincerely,

Matthew Lundh
Mayor
City of Cle Elum

City Administrator

Staff Report

(July 9, 2024)

- Building Permit Data for June:
 - o Sold 8 permits for the month of June, bringing in almost \$8,000 in permit fees.
 - o Performed 28 inspections

- WCIA – Audit:

On June 28th WCIA perform their annual audit. Just as a quick reminder WCIA is the organization that carries our liability insurance and once a year they choose a topic to review, and this year was “PERSONNEL”. Essentially it reviewed our hiring and firing procedures, job descriptions and supervisor training. All in all, the audit went fine, and we met all of the requirements.

This is also a time when WCIA reviews our claims and how it all fits in the risk pool as a whole. Cle Elum is still about average, maybe a little above average, for its size as far as claims go.

We also were informed that WCIA has grant opportunities for purchase of equipment that might help reduce liability. So, we will be looking into that.

- Union and the Collective Bargaining Unit:

You will see down further in the agenda a collective bargaining agreement. We finished up negotiations last month... I feel the process went fairly well; it took a bit longer than I expected however we came up with a good document for your review tonight.

- Employee Contracts for Department Heads:

Then; if you recall the department heads, we're going to be the next group to begin negotiations on a collective bargaining agreement; however, after speaking with the union they will no longer pursue these negotiations if the department heads had employment contracts.

Therefore, I am currently working with the department heads and developing individual contracts. My hopes are that the contracts will be completed and reviewed by the employees by the end of the week so that we can have a special meeting of the general government committee next week to review these contract. Then bring them forward to city council at the next meeting.

CITY OF CLE ELUM
Planning Department

AGENDA
STAFF REPORT

AGENDA DATE: July 9, 2024

ACTION REQUESTED: None, Current Planning Update: June 5, 2024 – July 1, 2024

BACKGROUND:

Current Planning Permits:

1. **BLA (boundary line adjustment):**

- a. BLA-2024-001: Mid Cascade Investment, waiting for updated legal description

2. **ROW (right-of-way) Vacation:**

- a. VAC-2024-002: Johansen – Ordinance passed
- b. VAC-2023-003: Clifton – Access easement required before Ordinance

3. **SEPA/PMU:**

- a. Upper Kittitas County Rec Center, in process
- b. Kittitas County Search and Rescue, in process. Next steps include scheduling a Public Hearing date and issuing the Mitigated Determination of Non-significance.

4. **Franchise Agreement:** for lighting in City Heights, in progress, waiting for payment

5. **PLP (preliminary long plat) Wildwood Ranch Subdivision:** Preliminary Plat and Development Agreement submitted for review. Development Agreement is currently under review.

6. **Washington State Horse Park:** Ongoing discussions regarding processing requirements.

7. **Permits**

- a. Sidewalk Use Permit; SD-2024-001: decision issued

8. **Fowler Creek Annexation:** on hold

9. **47 North:** assisting with review process (in review)

Code Enforcement:

Provided ongoing support to city staff regarding complex cases and ensuring compliance with city regulations and upholding community standards. Cases this month included:

- a. **Shipping Container:** Assisted the City Clerk with an information request concerning an ongoing case involving the placement of a shipping container in a residential zoning district.
- b. **ADA Parking:** Responded to a complaint about the lack of ADA parking in the updated downtown revitalization plan. This included reviewing past correspondence and providing an update on a grant the city received from the United States Department of Transportation, Safe Streets and Roads for All (SS4A).
- c. **Dead Trees:** Supported city staff in addressing a complaint about dead trees on private property that could potentially threaten nearby power lines if they fell. HLA researched the relevant code and provided guidance on responding to the property owner and the complainant.
- d. **Yakama Nation:** Assisted the city in notifying the Yakama Nation about concerns related to a fisheries truck leaking water through town.

- e. **Mobile Salon:** Drafted a voluntary compliance letter for a salon operating without a current business license, land use review, and in need of a fire code inspection.

General Planning Support:

1. Business License Review
2. Building Permit Review: reviewed multiple building permits for land use, including reviewing the following: Kittitas Valley Hospital; deck addition in Cle Elum Pines West; bathroom remodel on 3rd Street; commercial kitchen on 2nd Street; garage addition on 1st Street; woodshed in Cle Elum Pines West; commercial kitchen for Dru Bru.
3. Planning support to developers, general public, mayor and staff
4. Onsite Support; walk-ins; staff meetings; site visits
5. Planning Commission
6. Council Presentations

Special Projects:

1. Airport Layout Plan, submitted to FAA for review, follow up w/ FAA rep.
2. Climate Policy Comp Plan Amendments
3. Columbia Ave. Railroad Crossing Feasibility Study

RECOMMENDATION:

None

HANDLING:

City Clerk, Council

ATTACHMENTS:

None

LEAD STAFF:

Colleda Monick, HLA

PUBLIC WORKS STAFF REPORT JULY 2024

- The 4th of July went well. The Public Works crew shined and worked well with all agencies to get the parade done successfully.
- Chip seal on 4th Street is complete along with some other avenues.
- 3 angry trees were removed from Madison Street and 1 on Pine Street.
- Russ the Cemetery Caretaker's last day is July 12, 2024. Public Works will see if they are able to keep up on mowing, trimming and watering.
- The 2nd Street Pathway Project started on July 9, 2024.
- The Public Works crew will begin the WDM 1 class, then a month after that they will take a Cross Connection Class.

Cle Elum 2nd Qtr Summary

		APR	MAY	JUN	2nd Qtr Totals
BOOKINGS					
DUI			1		1
Assault DV	1				1
Assault					0
Felony Arrests					0
Other Arrests				1	1
Juvenile Arrest					0
Warrant Arrests				1	1
					0
TOTAL MONTHLY BOOKINGS	1	1	2		
TOTAL 1Qtr HALF BOOKINGS					4
Citations/Infractions	APR	MAY	JUN	2nd Qtr Totals	
Traffic Infractions	2	10	7		19
Non-Traffic Infractions					0
Criminal Traffic Citations	2	1	3		6
Criminal Non- Traffic Citations	1		2		3
DUI Traffic Criminal Citations	1	3			4
Parking Citations					0
MONTHLY CITATION/INFRACTIONS	6	14	12		32

Monthly Report to Cle Elum City Council

2nd Qtr

	April '24	May '24	June '24	2nd Qtr TOTAL
Traffic Stops	44	72	88	204
DUI	1	3	0	4
Domestic Violence	1	1	0	2
Assault	1	2	0	3
Assault - Child	0	0	0	0
Suicidal	2	0	0	2
Burglary	0	0	1	1
Vio of Order	2	2	1	5
Mal Misch	0	0	3	3
Theft	0	4	5	9
Alarm Calls	17	5	4	26
Public Assist	16	16	18	50
Overdose	0	0	0	0
Kidnapping	0	0	0	0
Homicide	0	0	0	0
Robbery	0	0	0	0
Stab/Gunshot Wound	0	0	0	0
Animal at Large	5	1	6	12
Animal Problems	7	12	8	27
TOTAL CALLS	268	307	359	934
2023 Total Calls	223	291	339	853

Roslyn 2nd Qtr Summary

		APR	MAY	JUN	2nd Qtr Totals
BOOKINGS					
DUI		0	0	0	0
Assault DV		0	0	0	0
Assault		0	0	0	0
Felony Arrests		0	0	0	0
Other Arrests		0	0	0	0
Juvenile Arrest		0	0	0	0
Warrant Arrests		0	0	0	0
					0
TOTAL MONTHLY BOOKINGS		0	0	0	
TOTAL 1Qtr HALF BOOKINGS					0
Citations/Infractions		APR	MAY	JUN	2nd Qtr Totals
Traffic Infractions		3		3	6
Non-Traffic Infractions		1		1	2
Criminal Traffic Citations					0
Criminal Non- Traffic Citations			1		1
DUI Traffic Criminal Citations					0
Parking Infractions				1	1
MONTHLY CITATION/INFRACTIONS		4	1	5	10

Monthly Report to Roslyn City Council

2nd Qtr

	April '24	May '24	June '24	2nd Qtr TOTAL
Traffic Stops	7	2	20	29
DUI				
Domestic Violence				
Assault		1		1
assault - Child				
Suicidal	1			1
Burglary				
Vio of Order			1	1
Mal Misch			2	2
Theft	2			2
Alarm Calls	4	1	2	7
Public Assist	7	4	2	13
Overdose				
Kidnapping				
Homicide				
Robbery				
Stab/Gunshot Wound				
Animal at Large	3	1		4
Animal Problems	4	3	4	11
TOTAL CALLS	80	72	106	258
2023 Total Calls	65	75	83	223

Council Meeting 7-9-2024

Your honorable Mayor and city council,

1. Report on calls in the month of July we had 62 calls, 8 fires 30 Ems, 19 others and 5 false alarms. A busy month of June.

Fire reports break down. At the end of our last council meeting, I was paged out to an electric issue turned into brush fire we controlled the spread and isolated the incident while we waited for PSE to cut power to the scene.

We had a resident burning weeds with a weed burner that caught his neighbor's fence on fire. Again, no burning outside of an ornamental or cooking fire in a controlled pit.

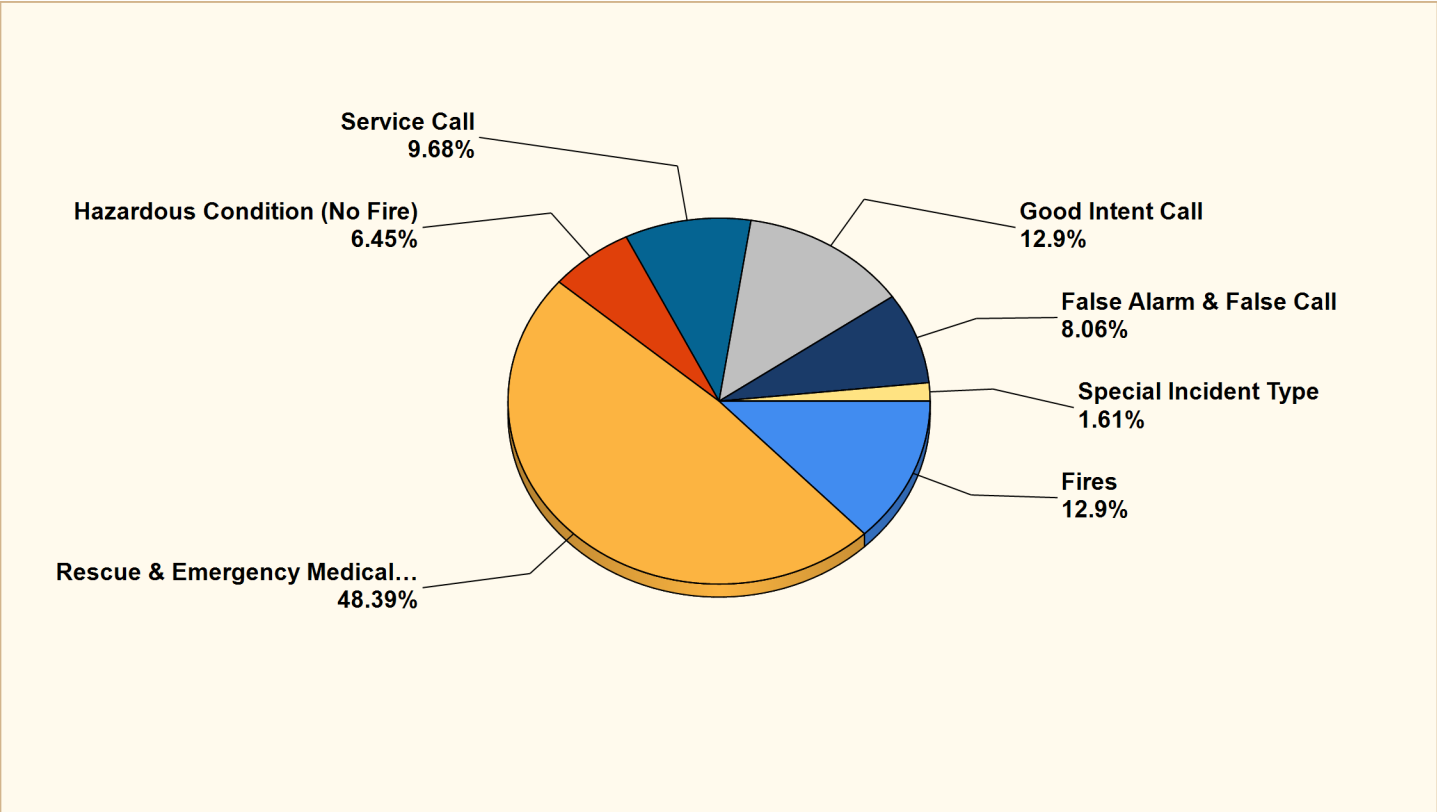
We had three Firefighters responded to lower county for assistance with a brush fire. Mutual aid request.

We got toned out for a structure fire that was a propane fire being used for a cooking fire. This got reported as a structure fire. Had engine response with five and our back up engine on standby with three. Remember a properly contained and controlled fire is not illegal during regular times and propane fire pits or cookers are legal to burn. Not all fires are out of control fire. Persons are still able to enjoy their rights to have cooking fires and ornamental or religious fires. So, when seeing flames don't just assume it's a structure fire.

2. Our weekly meetings of fire discussions have started back up. The lower county has decided with measurements stating high fire hazard to start the burn band from Elk heights area east. During this last Wednesday meeting we talked about upper county and trying to coordinate with DNR and Forest service with the weather and relative humidity. We see upper county getting closer to levels warranting concerns. We are not at a restriction level currently like the lower county. As this is getting closer for the rest of upper county, I wish to keep us in line with upper county and go along with burn restrictions implemented by the county fire marshal's office when we reach these levels. I would ask the Councils permission to again implement the burn season at the point in time if deemed necessary.

3. The fourth of July went very smoothly on our side we had one vehicle roll over in South Cle Elum. No fires from the fire work show just a few embers. We did put out three small illegal firework fires and had approx. ten residents shooting off fireworks even though they are illegal.
4. Brush 511 is in service. I hope everyone got a chance to see our newly acquired piece of equipment in the parade.
5. Any questions for me currently?

Breakdown by Major Incident Types for Date Range
Zone(s): All Zones | Start Date: 06/01/2024 | End Date: 06/30/2024



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	8	12.9%
Rescue & Emergency Medical Service	30	48.39%
Hazardous Condition (No Fire)	4	6.45%
Service Call	6	9.68%
Good Intent Call	8	12.9%
False Alarm & False Call	5	8.06%
Special Incident Type	1	1.61%
TOTAL	62	100%

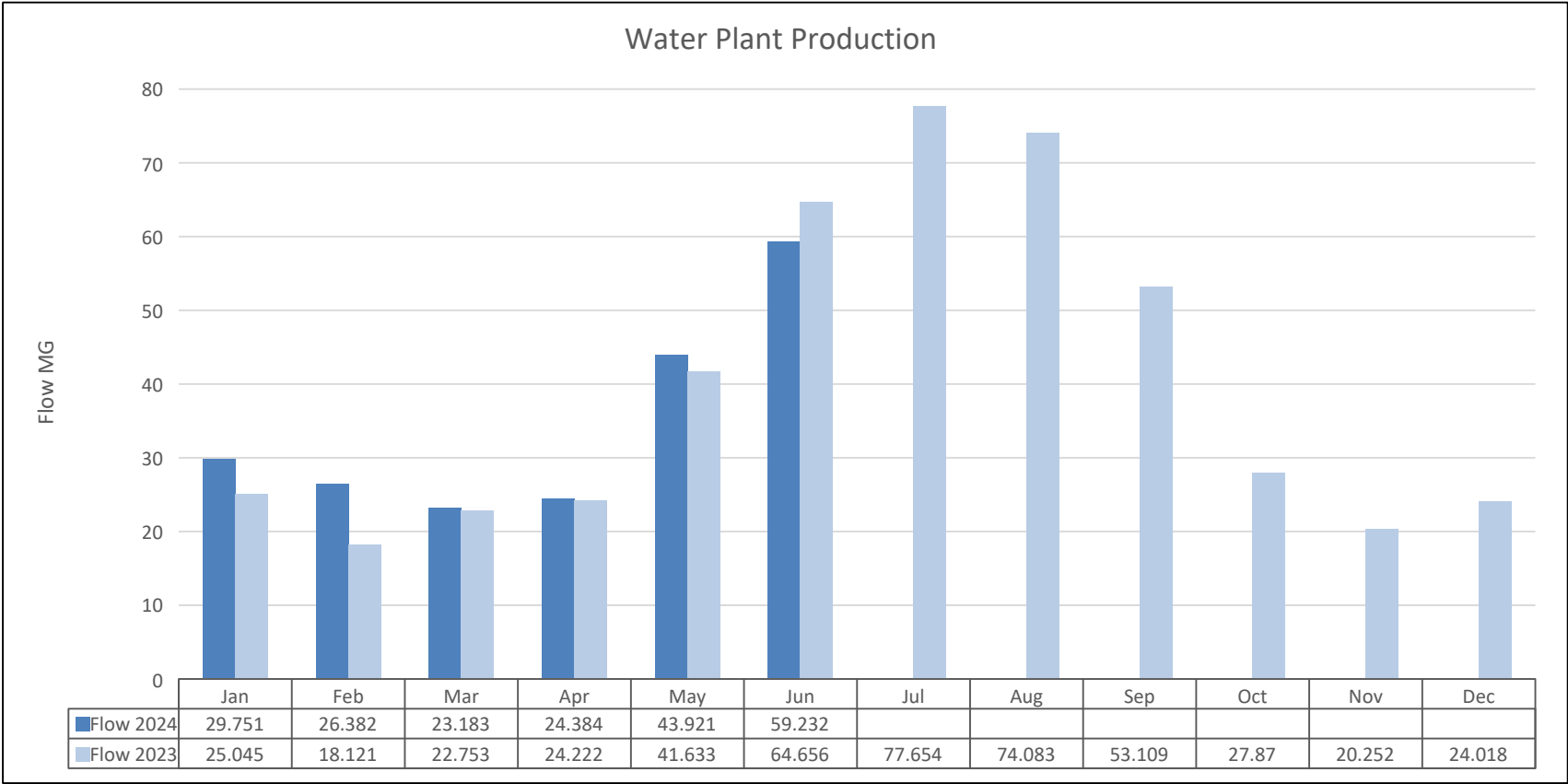
Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.

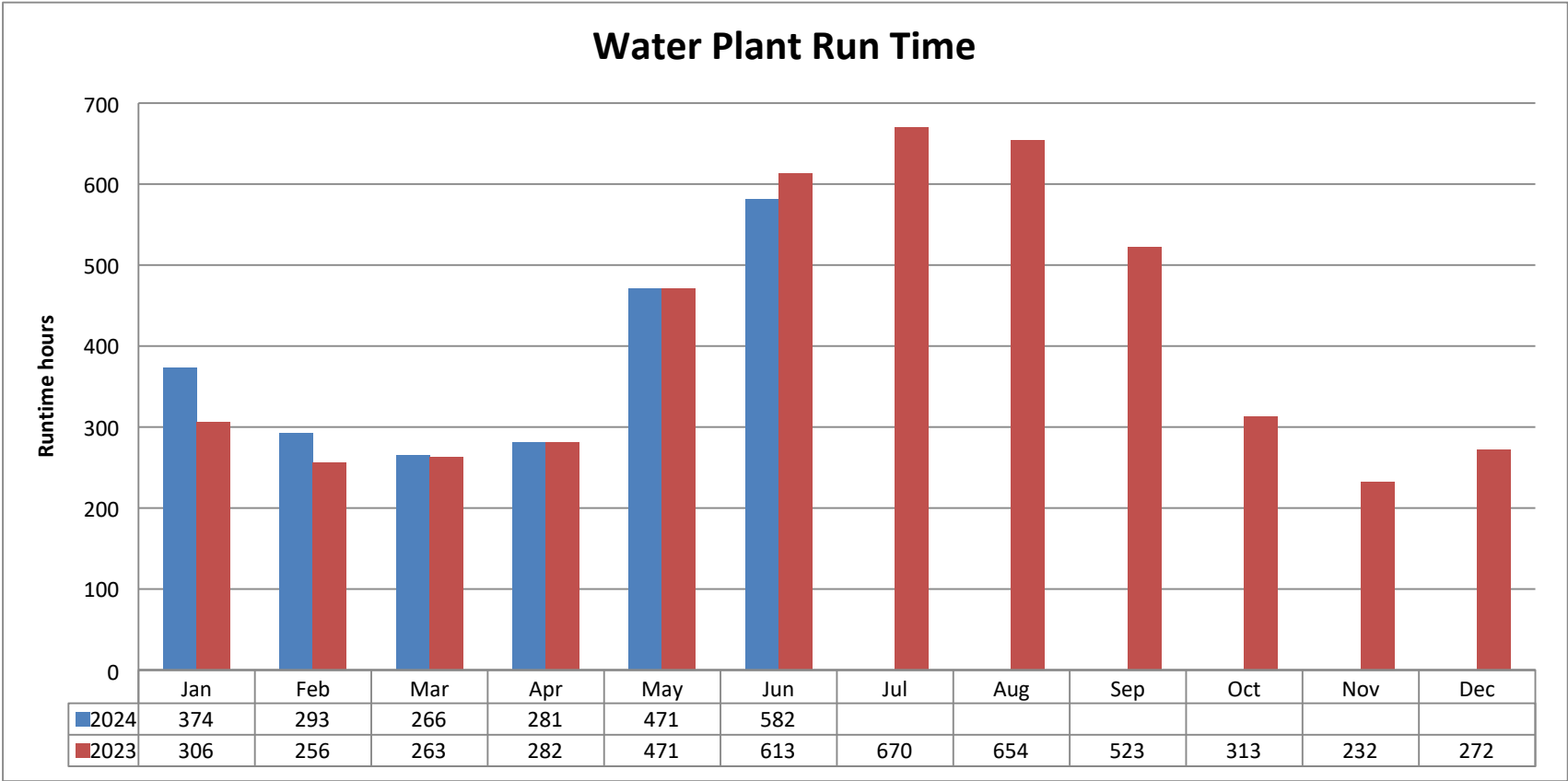
Detailed Breakdown by Incident Type

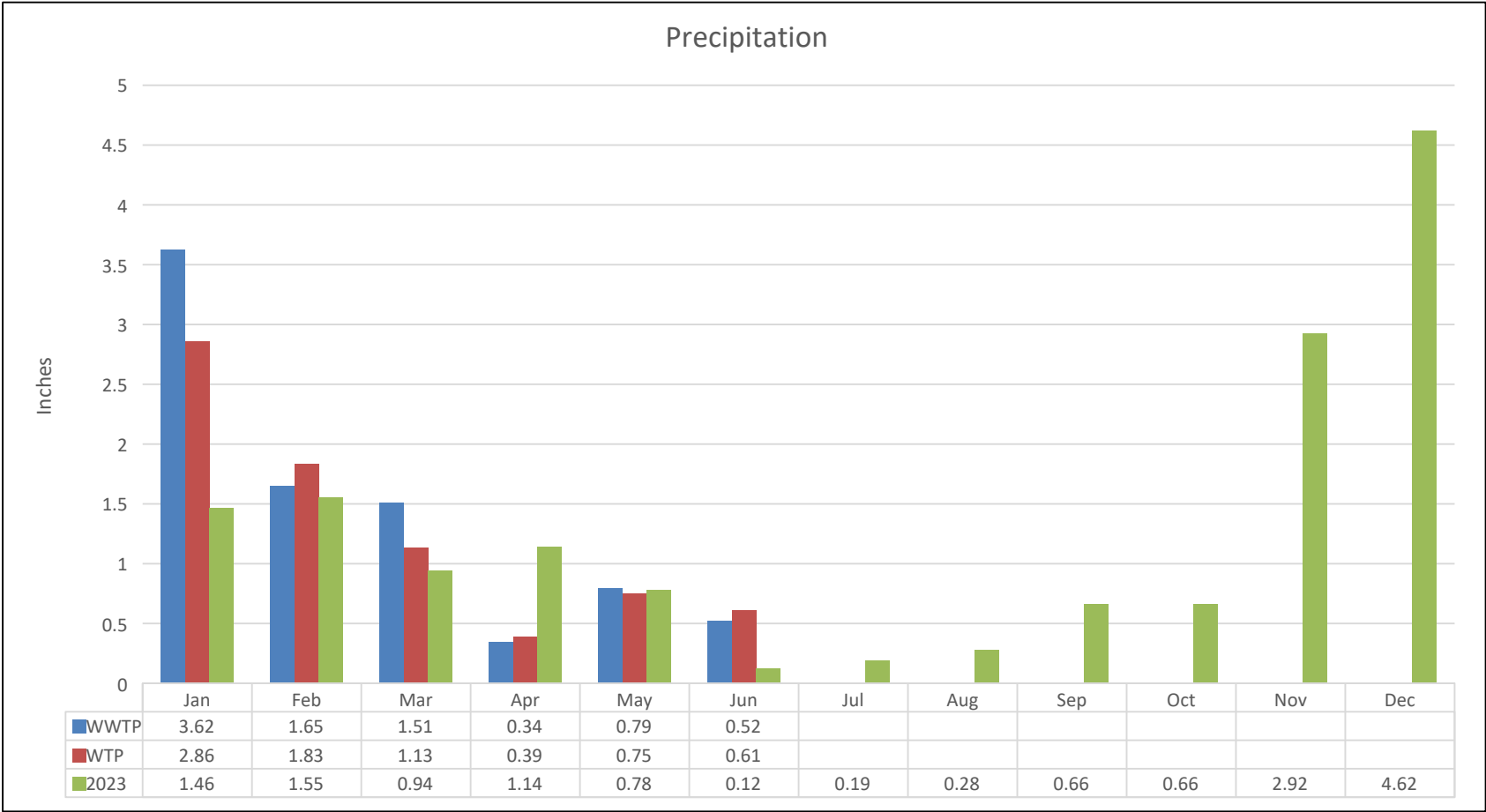
INCIDENT TYPE	# INCIDENTS	% of TOTAL
100 - Fire, other	2	3.23%
111 - Building fire	1	1.61%
113 - Cooking fire, confined to container	1	1.61%
142 - Brush or brush-and-grass mixture fire	3	4.84%
160 - Special outside fire, other	1	1.61%
311 - Medical assist, assist EMS crew	4	6.45%
321 - EMS call, excluding vehicle accident with injury	24	38.71%
322 - Motor vehicle accident with injuries	1	1.61%
324 - Motor vehicle accident with no injuries.	1	1.61%
411 - Gasoline or other flammable liquid spill	2	3.23%
444 - Power line down	1	1.61%
445 - Arcing, shorted electrical equipment	1	1.61%
500 - Service Call, other	1	1.61%
510 - Person in distress, other	1	1.61%
553 - Public service	2	3.23%
554 - Assist invalid	1	1.61%
561 - Unauthorized burning	1	1.61%
600 - Good intent call, other	2	3.23%
611 - Dispatched & cancelled en route	3	4.84%
651 - Smoke scare, odor of smoke	2	3.23%
653 - Smoke from barbecue, tar kettle	1	1.61%
700 - False alarm or false call, other	2	3.23%
735 - Alarm system sounded due to malfunction	1	1.61%
736 - CO detector activation due to malfunction	1	1.61%
743 - Smoke detector activation, no fire - unintentional	1	1.61%
900 - Special type of incident, other	1	1.61%
TOTAL INCIDENTS:	62	100%

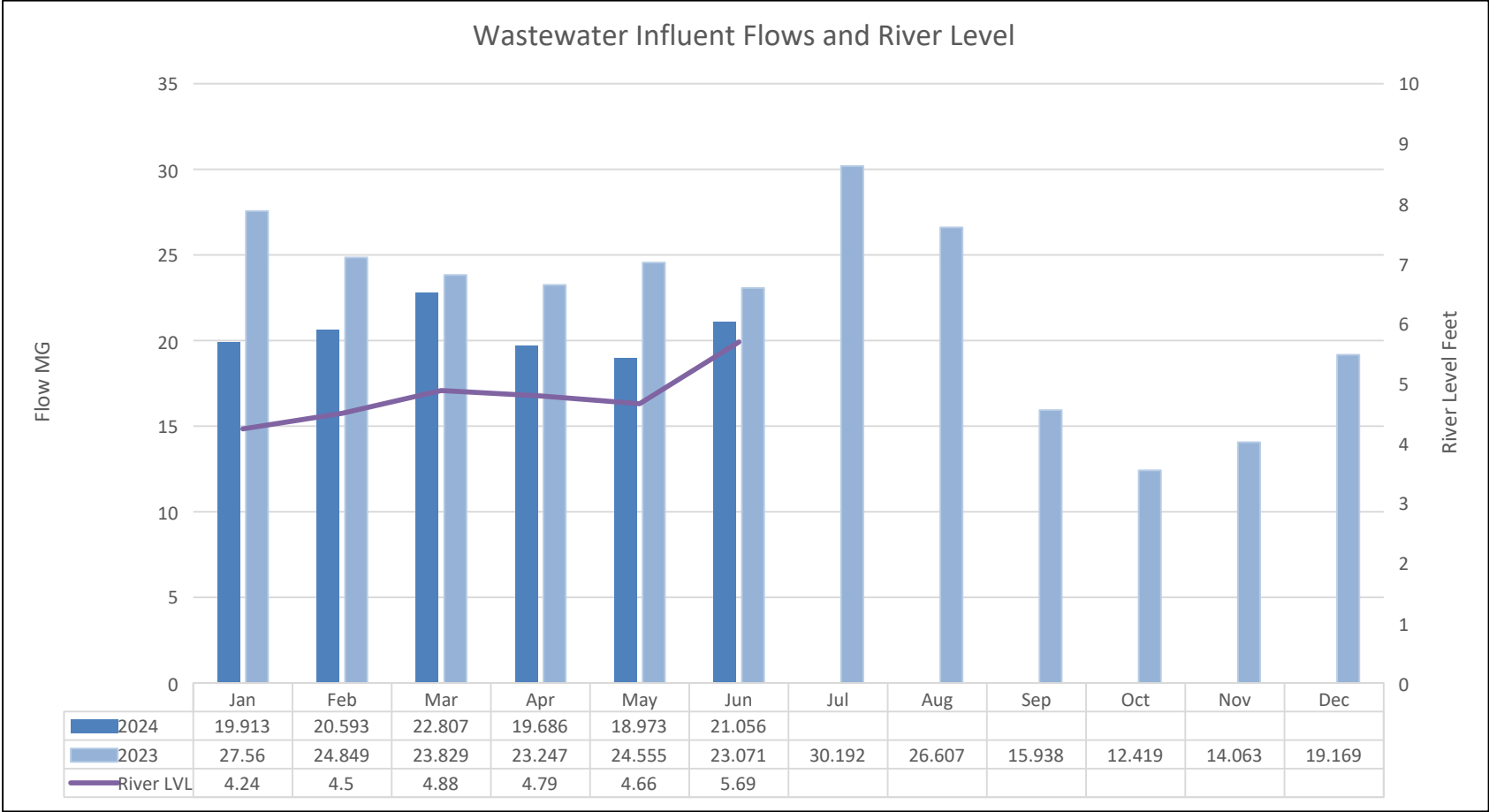
Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.

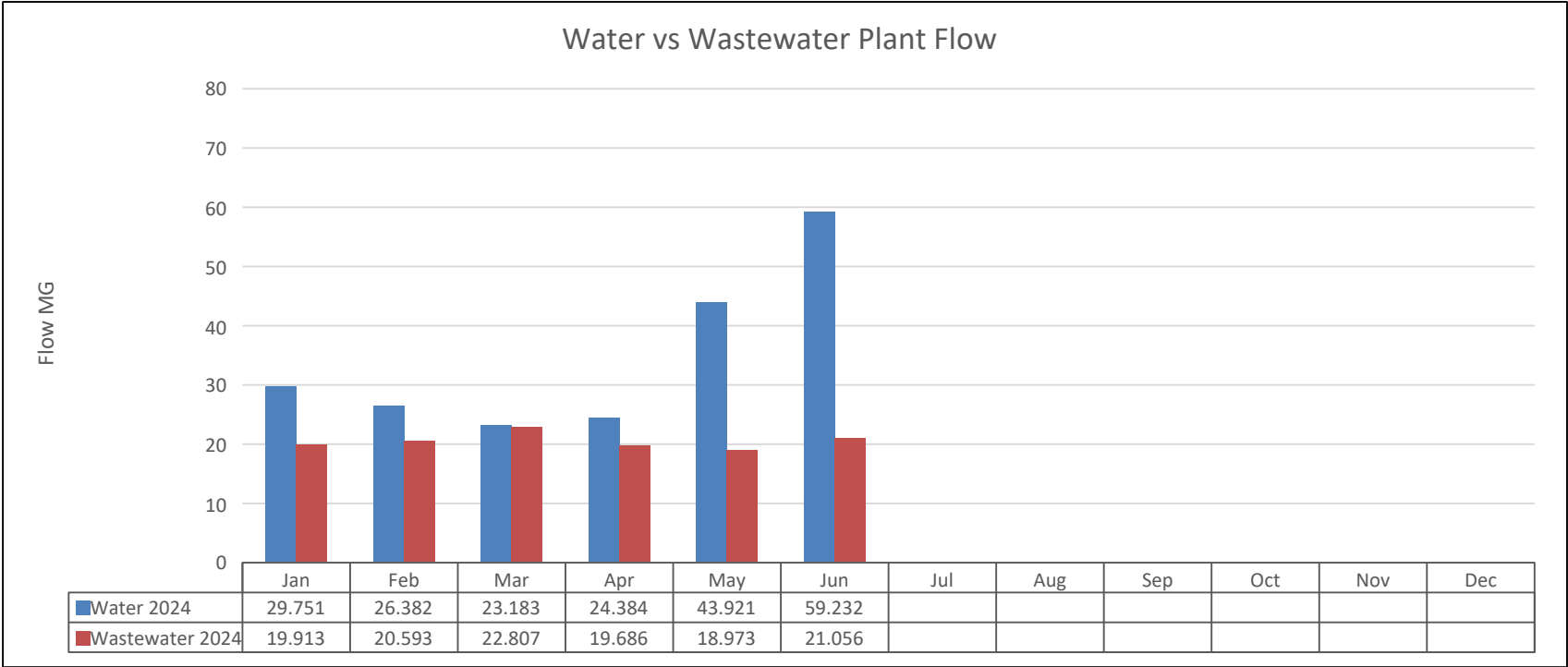




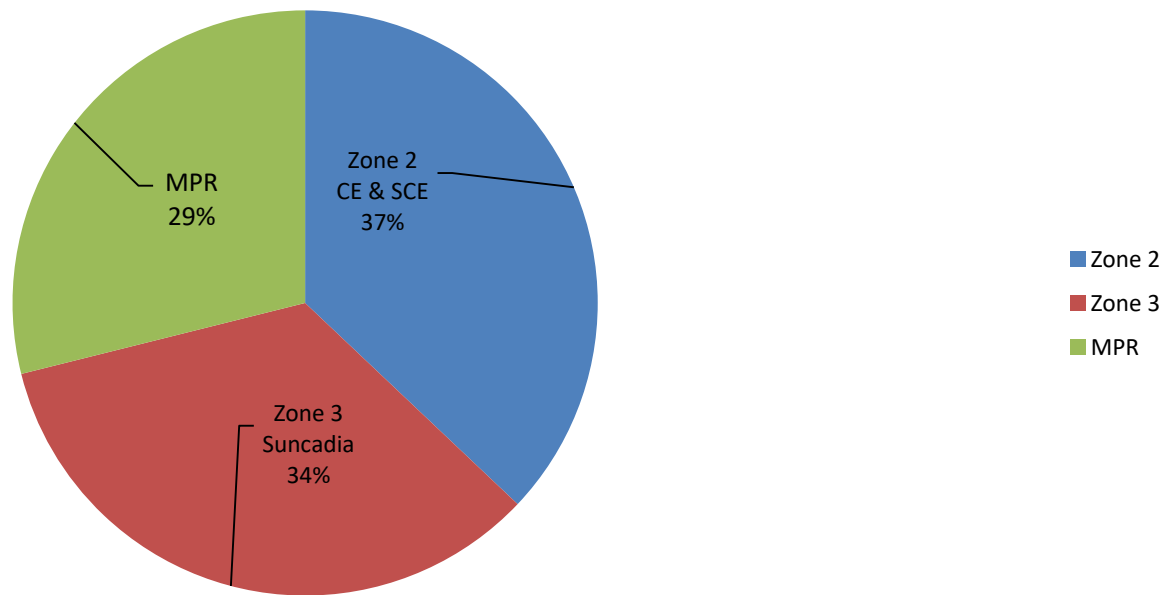








Percent of Flow - June



CITY OF CLE ELUM
WASHINGTON
ORDINANCE NO. 1673

**AN ORDINANCE OF THE CITY OF CLE ELUM,
WASHINGTON, AMENDING SECTIONS 17.51.070,
17.45.060, 17.20.090, AND 17.45.020 OF THE CLE ELUM
MUNICIPAL CODE RELATED TO THE UNIFIED
DEVELOPMENT CODE; PROVIDING FOR
SEVERABILITY; AND ESTABLISHING AN EFFECTIVE
DATE.**

WHEREAS, in February 2022 the City made extensive changes to its development code including moving certain sections from Title 17 to Title 14; and

WHEREAS, upon further review, various sections of Title 17 need updated internal citations to Title 14 and other clerical clean-up; and

WHEREAS, by adoption of the new Title 14 in 2022, the City Council removed Planning Commission review of certain development proposals and accordingly removal of Planning Commission review is necessary in Cle Elum Municipal Code 17.45.060(A).

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

Section 1. Amendment. The City Council hereby amends the sections of the Cle Elum Municipal Code as described on the attached Exhibit A attached hereto and incorporated by this reference.

Section 2. Severability. Should any portion of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, such decision shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 3. Effective Date. This Ordinance shall be published in the official newspaper of the City and shall take effect and be in full force five (5) days after the date of publication.

ADOPTED BY THE CLE ELUM CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE ____ OF _____ 2024.

CITY OF CLE ELUM

Matthew Lundh, Mayor

ATTEST/AUTHENTICATED:

Debbie Lee, City Clerk

APPROVED AS TO FORM:

Alexandra L. Kenyon, City Attorney

Date of Publication: _____

Effective Date: _____

EXHIBIT A

SECTION 1: AMENDED. Section 17.51.010(F) (“Recreational Vehicles, Recreational Vehicle Parks, and Camping”) of the Cle Elum Municipal Code is hereby amended to read as follows:

Site and Design Review. The conditional use permit process or equivalent annexation agreement or development agreement or both will include a site and design review in accordance with CEMC 14.30.140 ~~CEMC Chapter 17.76~~. An approved site and design review will constitute an integral part of the permit or agreements for the RV park and will be binding upon the owner of the property, its successors and assigns. All development within the RV park must be consistent with the approved site and design review.

SECTION 2: AMENDED. Section 17.45.060(A) (“Development Standards”) of the Cle Elum Municipal Code is hereby amended to read as follows:

A. It is the intention of this chapter to encourage development proposals not constrained by fixed development standards, and toward that end, deviation from the development standards set forth in subsection D of this section or other standards of this code, except those specified in subsection B of this section, may be authorized when the city council finds, ~~with the advice of the planning commission,~~ that compared to such standards, such deviation would advance the achievement of the stated purposes and objectives of the PMU district at the completion of the development.

SECTION 3: AMENDED. Section 17.20.090 (“Design Review and Design Guidelines”) of the Cle Elum Municipal Code is hereby amended to read as follows:

All buildings except single-family dwellings and duplexes and their accessory structures shall be subject to the city’s site and design review process (CEMC 14.30.140~~Chapter 17.76~~). Following are design guidelines for the RM district.

1. *Maximum Building Depth.* Sixty percent depth of lot.
2. *Front Facades.* Modulation shall be required if the width of the front facade exceeds thirty feet.
3. *Side Facades.* On corner lots, side facades that face the street shall be modulated if greater than forty feet in width.
4. *Modulation Standards.* Minimum depth of modulation shall be four feet. Minimum width of modulation shall be five feet. Maximum width of modulation shall be thirty feet.
5. *Landscaping.* A minimum landscaped area equal to fifteen percent of the lot area shall be provided. In addition, a landscaped

area at least five feet in depth shall be provided along street property lines; property lines which abut a single-family zoning district; alleys across from single-family zoning district. Street trees will be required consistent with the landscape ordinance of the city.

6. *Light and Glare Standards.* Exterior lighting shall be shielded and directed downward, away from adjacent properties. Exterior lighting fixtures shall be consistent with the character of the structure.

7. *Parking and Access.* If alley access is available and not incompatible with adjacent single-family development, access to parking shall be from the alley. When access is provided from the street, the driveway width and location shall be approved by the city engineer.

Parking may be located in or under the structure, or in the required rear and side yards (other than a side street side yard). Parking may not be located in the required front or side street side yards except for single-family residences. Driveways and parking areas for more than four vehicles shall be screened from adjacent residential properties by a wall or solid evergreen hedge at least five feet in height. If parking is located in or under the structure, the parking must be screened by a front facade and a view obscuring facade or fence along the side of the structure.

SECTION 4: AMENDED. Section 17.45.020 (“Mixed Use Approval Required”) of the Cle Elum Municipal Code is hereby amended to read as follows:

A. Subject to the provisions of CEMC 17.45.030 ~~17.45.303~~, no land shall be used, subdivided, cleared, graded or filled and no building or structure shall be constructed, altered or enlarged within the PMU district except under the authority of an approved final plan pursuant to CEMC 17.45.140 issued through the process established in this chapter.

B. For purposes of this chapter, “development proposal” means a proposal for any of the activities for which prior mixed use approval is required pursuant to subsection A of this section.



July 1, 2024

City of Cle Elum
119 West 1st Street
Cle Elum, WA 98922

Attn: Mayor Matthew Lundh

Re: City of Cle Elum
First Street Improvements Phase 3 - Downtown Revitalization
HLA Project No.: 23150C
Fed. Aid Project No.: STBG(R)-0903(086)
TIB Project No.: 6-E-930(008)-1
Progress Estimate No.: 04

Dear Mayor Lundh:

Enclosed is Progress Estimate No. 04 for work performed by Active Construction, Inc., through June 30, 2024, in connection with their contract on the above referenced project. The amount due to the Contractor is \$163,037.42. As specified in the federal funding agreement associated with this project, no retainage is being withheld by the City of Cle Elum.

Submission of Certified Payrolls for Active Construction, Inc. and subcontractors are required for review. Our office is completing this task on behalf of the City of Cle Elum. Labor documents will be provided to the City of Cle Elum upon completion of the project.

We recommend this Progress Estimate be considered and approved by the City of Cle Elum.

Please contact our office if you have questions or if we may provide additional information.

Sincerely,

Benjamin A. Annen, PE

BAA/asr

Enclosures

Copy: Greg Gebhard, Josh Grau, Tommy Pelton, Active Construction, Inc.
Rob Omans, Aaron Barr, Debbie Lee, Robin Newcomb, City of Cle Elum
Taylor Denny, Dennis Perala, HLA

CONSTRUCTION PROGRESS ESTIMATE

First Street Improvements Phase 3 - Downtown Revitalization

CITY OF CLE ELUM

119 WEST 1ST STREET

CLE ELUM, WA 98922

TO: Active Construction, Inc.

PO Box 430

Puyallup, WA 98443

HLA PROJECT NO.: 23150C

TIB Project No.: 6-E-930(008)-1

FEDERAL AID NO. STBG(R)-0903(086)

PROGRESS ESTIMATE NO.: 4

FROM: Jun. 01, 2024 TO: Jun. 30, 2024



BID ITEM NO.	DESCRIPTION	UNIT	CONTRACT TOTAL (Contract + COs)			TOTAL WORK TO DATE		PREVIOUS PAID		AMOUNT DUE NOW (Total - Previous)		PERCENT CONTRACT COMPLETE
			QTY	UNIT PRICE	COST	QTY	COST	QTY	COST	QTY	COST	
1	Minor Change	FA	1	\$ 175,000.00	\$ 175,000.00	0.31	\$ 54,986.12	0.31	\$ 54,986.12	\$ -	\$ -	31%
2	Training	HR	1,200	\$ 1.00	\$ 1,200.00	317	\$ 317.00	317	\$ 317.00	0	\$ -	26%
3	SPCC Plan	LS	1	\$ 150.00	\$ 150.00	1	\$ 150.00	1	\$ 150.00	0	\$ -	100%
4	Archaeological and Historical Salvage	FA	1	\$ 100.00	\$ 100.00	0	\$ -	0	\$ -	0	\$ -	0%
5	Mobilization	LS	1	\$ 373,354.00	\$ 373,354.00	1	\$ 373,354.00	1	\$ 373,354.00	0	\$ -	100%
6	Project Temporary Traffic Control	LS	1	\$ 270,000.00	\$ 270,000.00	0.31	\$ 85,000.00	0.26	\$ 71,000.00	0.05	\$ 14,000.00	31%
7	Clearing and Grubbing	LS	1	\$ 5,000.00	\$ 5,000.00	0.43	\$ 2,142.86	0.29	\$ 1,428.57	0.14	\$ 714.29	43%
8	Removal of Structures and Obstructions	LS	1	\$ 177,000.00	\$ 177,000.00	0.35	\$ 62,214.29	0.24	\$ 43,250.00	0.11	\$ 18,964.29	35%
9	Unclassified Excavation Incl. Haul	CY	2,510	\$ 85.00	\$ 213,350.00	918.08	\$ 78,036.40	667.36	\$ 56,725.20	250.72	\$ 21,311.20	37%
10	Crushed Surfacing Base Course	TON	970	\$ 38.00	\$ 36,860.00	229.18	\$ 8,708.84	130.37	\$ 4,954.06	98.81	\$ 3,754.78	24%
11	Crushed Surfacing Top Course	TON	130	\$ 58.00	\$ 7,540.00	37.82	\$ 2,193.56	21.80	\$ 1,264.40	16.02	\$ 929.16	29%
12	HMA Cl. 1/2-Inch PG 64H-28	TON	330	\$ 230.00	\$ 75,900.00	100.65	\$ 23,150.00	55.65	\$ 12,800.00	45	\$ 10,350.00	31%
13	Storm Sewer Pipe 12 In. Diam.	LF	95	\$ 110.00	\$ 10,450.00	0	\$ -	0	\$ -	0	\$ -	0%
14	Storm Sewer Pipe 6 In. Diam., Incl. Saddle	LF	2	\$ 3,500.00	\$ 7,000.00	0	\$ -	0	\$ -	0	\$ -	0%
15	Catch Basin Type 1	EA	2	\$ 1,800.00	\$ 3,600.00	0	\$ -	0	\$ -	0	\$ -	0%
16	Adjust Catch Basin	EA	32	\$ 350.00	\$ 11,200.00	9	\$ 3,150.00	4	\$ 1,400.00	5	\$ 1,750.00	28%
17	Adjust Monitoring Well	EA	2	\$ 350.00	\$ 700.00	0	\$ -	0	\$ -	0	\$ -	0%
18	Select Backfill, as Directed	CY	50	\$ 75.00	\$ 3,750.00	0	\$ -	0	\$ -	0	\$ -	0%
19	D.I. Pipe for Water Main 6 In. Diam.	LF	6	\$ 190.00	\$ 1,140.00	0	\$ -	0	\$ -	0	\$ -	0%
20	Adjust Valve Box	EA	4	\$ 335.00	\$ 1,340.00	0	\$ -	0	\$ -	0	\$ -	0%
21	Hydrant Assembly with Tapping Valve Assembly	EA	1	\$ 20,000.00	\$ 20,000.00	0	\$ -	0	\$ -	0	\$ -	0%
22	Hydrant Assembly Replacement	EA	1	\$ 8,000.00	\$ 8,000.00	0.97	\$ 7,750.00	0.97	\$ 7,750.00	0	\$ -	97%
23	Adjust Meter Box	EA	25	\$ 400.00	\$ 10,000.00	5	\$ 2,000.00	5	\$ 2,000.00	0	\$ -	20%
24	Irrigation System, Complete	LS	1	\$ 265,000.00	\$ 265,000.00	0.27	\$ 71,928.57	0.27	\$ 71,928.57	0	\$ -	27%
25	ESC Lead	DAY	66	\$ 1.00	\$ 66.00	0	\$ -	0	\$ -	0	\$ -	0%
26	Inlet Protection	EA	54	\$ 115.00	\$ 6,210.00	51	\$ 5,865.00	51	\$ 5,865.00	0	\$ -	94%

CONSTRUCTION PROGRESS ESTIMATE

First Street Improvements Phase 3 - Downtown Revitalization

CITY OF CLE ELUM

119 WEST 1ST STREET

CLE ELUM, WA 98922

TO: Active Construction, Inc.

PO Box 430

Puyallup, WA 98443

HLA PROJECT NO.: 23150C

TIB Project No.: 6-E-930(008)-1

FEDERAL AID NO. STBG(R)-0903(086)

PROGRESS ESTIMATE NO.: 4

FROM: Jun. 01, 2024 TO: Jun. 30, 2024



BID ITEM NO.	DESCRIPTION	UNIT	CONTRACT TOTAL (Contract + COs)			TOTAL WORK TO DATE		PREVIOUS PAID		AMOUNT DUE NOW (Total - Previous)		PERCENT CONTRACT COMPLETE
			QTY	UNIT PRICE	COST	QTY	COST	QTY	COST	QTY	COST	
27	Plant Selection - Redpointe Maple (2-1/2" Caliper)	EA	21	\$ 675.00	\$ 14,175.00	3	\$ 2,025.00	0	\$ -	3	\$ 2,025.00	14%
28	Plant Selection - Metro Gold Maple (2-1/2" Caliper)	EA	40	\$ 555.00	\$ 22,200.00	4	\$ 2,220.00	0	\$ -	4	\$ 2,220.00	10%
29	Plant Selection - Kelseyi Dogwood (2 Gallon)	EA	412	\$ 55.00	\$ 22,660.00	29	\$ 1,595.00	0	\$ -	29	\$ 1,595.00	7%
30	Plant Selection - Dwarf Mugo Pine (2 Gallon)	EA	80	\$ 55.00	\$ 4,400.00	8	\$ 440.00	0	\$ -	8	\$ 440.00	10%
31	Plant Selection - Black Eyed Susan (1 Gallon)	EA	1,035	\$ 20.00	\$ 20,700.00	54	\$ 1,080.00	0	\$ -	54	\$ 1,080.00	5%
32	Plant Selection - Woods Compact Kinnikinnick (2 Gallon)	EA	1,795	\$ 40.00	\$ 71,800.00	125	\$ 5,000.00	0	\$ -	125	\$ 5,000.00	7%
33	Plant Selection - Golden Nugget Barberry (2 Gallon)	EA	105	\$ 30.00	\$ 3,150.00	37	\$ 1,110.00	0	\$ -	37	\$ 1,110.00	35%
34	Plant Selection - Flower Carpet Pink Rose (2 Gallon)	EA	59	\$ 35.00	\$ 2,065.00	25	\$ 875.00	0	\$ -	25	\$ 875.00	42%
35	Plant Selection - Sun Rose Burgundy Dazzler (1 Gallon)	EA	195	\$ 20.00	\$ 3,900.00	64	\$ 1,280.00	0	\$ -	64	\$ 1,280.00	33%
36	Plant Selection - Moonbeam Coreopsis (1 Gallon)	EA	600	\$ 25.00	\$ 15,000.00	60	\$ 1,500.00	0	\$ -	60	\$ 1,500.00	10%
37	Topsoil Type A	CY	580	\$ 130.00	\$ 75,400.00	95.67	\$ 12,437.68	51.83	\$ 6,738.48	43.84	\$ 5,699.20	16%
38	Subgrade Topsoil	CY	975	\$ 110.00	\$ 107,250.00	20.35	\$ 2,238.50	11.47	\$ 1,261.70	8.88	\$ 976.80	2%
39	Root Barrier	LF	3,850	\$ 16.00	\$ 61,600.00	280	\$ 4,480.00	102	\$ 1,632.00	178	\$ 2,848.00	7%
40	Root Path	LF	2,275	\$ 20.00	\$ 45,500.00	679	\$ 13,580.00	398	\$ 7,960.00	281	\$ 5,620.00	30%
41	Basalt Rock Mulch	CY	100	\$ 110.00	\$ 11,000.00	41.28	\$ 4,540.80	0	\$ -	41.28	\$ 4,540.80	41%
42	Plant Establishment	FA	1	\$ 10,000.00	\$ 10,000.00	0	\$ -	0	\$ -	0	\$ -	0%
43	Cement Conc. Traffic Curb and Gutter	LF	3,730	\$ 34.00	\$ 126,820.00	1,102	\$ 37,468.00	638	\$ 21,692.00	464	\$ 15,776.00	30%
44	Bench	EA	12	\$ 3,000.00	\$ 36,000.00	0	\$ -	0	\$ -	0	\$ -	0%
45	Trash Receptacle	EA	6	\$ 5,100.00	\$ 30,600.00	0	\$ -	0	\$ -	0	\$ -	0%
46	Bike Rack	EA	18	\$ 1,800.00	\$ 32,400.00	0	\$ -	0	\$ -	0	\$ -	0%
47	Bollard	EA	3	\$ 3,500.00	\$ 10,500.00	0	\$ -	0	\$ -	0	\$ -	0%
48	Monument Relocation	FA	1	\$ 2,500.00	\$ 2,500.00	0	\$ -	0	\$ -	0	\$ -	0%
49	Coal Cart Relocation	FA	1	\$ 10,000.00	\$ 10,000.00	0	\$ -	0	\$ -	0	\$ -	0%
50	Trash Compactor Relocation	FA	1	\$ 2,000.00	\$ 2,000.00	0	\$ -	0	\$ -	0	\$ -	0%
51	Cement Conc. Sidewalk 6-Inch Thick	SY	225	\$ 131.00	\$ 29,475.00	28.37	\$ 3,716.00	28.37	\$ 3,716.00	0	\$ -	13%
52	Cement Conc. Sidewalk 4-Inch Thick	SY	45	\$ 115.00	\$ 5,175.00	0	\$ -	0	\$ -	0	\$ -	0%

CONSTRUCTION PROGRESS ESTIMATE

First Street Improvements Phase 3 - Downtown Revitalization

CITY OF CLE ELUM

119 WEST 1ST STREET

CLE ELUM, WA 98922

TO: Active Construction, Inc.

PO Box 430

Puyallup, WA 98443

HLA PROJECT NO.: 23150C

TIB Project No.: 6-E-930(008)-1

FEDERAL AID NO. STBG(R)-0903(086)

PROGRESS ESTIMATE NO.: 4

FROM: Jun. 01, 2024 TO: Jun. 30, 2024



BID ITEM NO.	DESCRIPTION	UNIT	CONTRACT TOTAL (Contract + COs)			TOTAL WORK TO DATE		PREVIOUS PAID		AMOUNT DUE NOW (Total - Previous)		PERCENT CONTRACT COMPLETE
			QTY	UNIT PRICE	COST	QTY	COST	QTY	COST	QTY	COST	
53	Cement Conc. Sidewalk 4-Inch Thick Patterned	SY	4,990	\$ 115.00	\$ 573,850.00	581.90	\$ 66,918.50	556.44	\$ 63,990.60	25.46	\$ 2,927.90	12%
54	Cement Conc. Curb Ramp	EA	28	\$ 3,400.00	\$ 95,200.00	3	\$ 10,200.00	3	\$ 10,200.00	0	\$ -	11%
55	Tree Lighting System, Complete	LS	1	\$ 280,000.00	\$ 280,000.00	0.22	\$ 60,500.00	0.12	\$ 34,500.00	0.09	\$ 26,000.00	22%
56	Conduit Installation (PSE Illumination)	LF	2,690	\$ 25.00	\$ 67,250.00	1,142	\$ 28,550.00	752	\$ 18,800.00	390	\$ 9,750.00	42%
57	Furnished Conduit Installation (PSE Power)	LF	1,960	\$ 24.00	\$ 47,040.00	1,354	\$ 32,496.00	1,354	\$ 32,496.00	0	\$ -	69%
58	Furnished Conduit Installation (Wholesail Communications)	LF	575	\$ 15.00	\$ 8,625.00	557	\$ 8,355.00	557	\$ 8,355.00	0	\$ -	97%
59	Furnished Conduit Installation (Inland Networks)	LF	1,025	\$ 15.00	\$ 15,375.00	619	\$ 9,285.00	619	\$ 9,285.00	0	\$ -	60%
60	Furnished Conduit Installation (Lumen Technologies)	LF	500	\$ 16.00	\$ 8,000.00	539	\$ 8,624.00	539	\$ 8,624.00	0	\$ -	108%
61	Electrical Service Connection	EA	11	\$ 4,500.00	\$ 49,500.00	0	\$ -	0	\$ -	0	\$ -	0%
62	Telecommunication Service Connection	EA	13	\$ 3,000.00	\$ 39,000.00	0	\$ -	0	\$ -	0	\$ -	0%
63	Accessible Pedestrian Push Button	EA	16	\$ 2,700.00	\$ 43,200.00	0	\$ -	0	\$ -	0	\$ -	0%
64	Permanent Signing	LS	1	\$ 15,000.00	\$ 15,000.00	0	\$ -	0	\$ -	0	\$ -	0%
65	Pavement Markings	LS	1	\$ 30,000.00	\$ 30,000.00	0	\$ -	0	\$ -	0	\$ -	0%
66	Segmental Block Wall	SF	600	\$ 45.00	\$ 27,000.00	389.13	\$ 17,510.70	389.13	\$ 17,510.70	0	\$ -	65%

CONSTRUCTION PROGRESS ESTIMATE

First Street Improvements Phase 3 - Downtown Revitalization

CITY OF CLE ELUM

119 WEST 1ST STREET

CLE ELUM, WA 98922

HLA PROJECT NO.: 23150C

TIB Project No.: 6-E-930(008)-1

FEDERAL AID NO. STBG(R)-0903(086)

TO: Active Construction, Inc.

PO Box 430

Puyallup, WA 98443

PROGRESS ESTIMATE NO.: 4

FROM: Jun. 01, 2024 TO: Jun. 30, 2024



BID ITEM NO.	DESCRIPTION	UNIT	CONTRACT TOTAL <i>(Contract + COs)</i>			TOTAL WORK TO DATE		PREVIOUS PAID		AMOUNT DUE NOW <i>(Total - Previous)</i>		PERCENT CONTRACT COMPLETE
			QTY	UNIT PRICE	COST	QTY	COST	QTY	COST	QTY	COST	
	Subtotal				\$ 3,759,220.00		\$ 1,118,971.83		\$ 955,934.41		\$ 163,037.42	30%
	Project Total				\$ 3,759,220.00		\$ 1,118,971.83		\$ 955,934.41		\$ 163,037.42	30%
	Plus Materials on Hand						\$ -		\$ -		\$ -	
	Amount Due Progress Estimate No. 4						\$ 1,118,971.83		\$ 955,934.41		\$ 163,037.42	
I hereby certify that the foregoing is a true and correct statement of the work performed under this contract.												
Benjamin A. Annen, PE												

CONSTRUCTION PROGRESS ESTIMATE - SCHEDULE OF VALUES

City of Cle Elum

First Street Improvements Phase 3 - Downtown Revitalization

TO: Active Construction, Inc.
PO Box 430
Puyallup, WA 98443

HLA PROJECT NO.: 23150C
FEDERAL AID NO. STBG(R)-0903(086)



<i>BID ITEM NO.</i>	<i>BID ITEM NAME</i>	<i>DESCRIPTION</i>	<i>QUANTITY</i>	<i>UNIT</i>	<i>UNIT PRICE</i>	<i>TOTAL PRICE</i>	<i>PERCENT OF ITEM COMPLETE</i>
3	SPCC Plan	100% Complete - Submittal Received and Approved.	1	LS	\$ 150.00	\$ 150.00	100.00%
5	Mobilization	5% Completion = 50% Payment of Mobilization	1	LS	\$ 186,677.00	\$ 186,677.00	100.00%
5	Mobilization	10% Completion = 100% Payment of Mobilization	1	LS	\$ 186,677.00	\$ 186,677.00	100.00%
6	Project Temporary Traffic Control	Traffic Control Set Up	1	LS	\$ 25,500.00	\$ 25,500.00	100.00%
6	Project Temporary Traffic Control	Daily Traffic Control	330	DAY	\$ 700.00	\$ 231,000.00	25.76%
6	Project Temporary Traffic Control	Traffic Control Take Down	1	LS	\$ 13,500.00	\$ 13,500.00	0.00%
7	Clearing and Grubbing	7.01 - Peoh to Bullitt - North	1	LS	\$ 714.29	\$ 714.29	100.00%
7	Clearing and Grubbing	7.02 - Bullitt to Wright - North	1	LS	\$ 714.29	\$ 714.29	100.00%
7	Clearing and Grubbing	7.03 - Wright to Harris - North	1	LS	\$ 714.29	\$ 714.29	100.00%
7	Clearing and Grubbing	7.04 - Oakes to Pennsylvania - South	1	LS	\$ 714.29	\$ 714.29	0.00%
7	Clearing and Grubbing	7.05 - Harris to Wright Ave. South	1	LS	\$ 714.29	\$ 714.29	0.00%
7	Clearing and Grubbing	7.06 - Wright to Bullitt - South	1	LS	\$ 714.29	\$ 714.29	0.00%
7	Clearing and Grubbing	7.07 - Bullitt to Peoh - South	1	LS	\$ 714.29	\$ 714.29	0.00%
8	Removal of Structures and Obstructions	8.01 - Peoh to Bullitt - North	1	LS	\$ 25,285.71	\$ 25,285.71	100.00%
8	Removal of Structures and Obstructions	8.02 - Bullitt to Wright - North	1	LS	\$ 25,285.71	\$ 25,285.71	100.00%
8	Removal of Structures and Obstructions	8.03 - Wright to Harris - North	1	LS	\$ 25,285.71	\$ 25,285.71	50.00%
8	Removal of Structures and Obstructions	8.04 - Oakes to Pennsylvania - South	1	LS	\$ 25,285.71	\$ 25,285.71	0.00%
8	Removal of Structures and Obstructions	8.05 - Harris to Wright Ave. South	1	LS	\$ 25,285.71	\$ 25,285.71	0.00%
8	Removal of Structures and Obstructions	8.06 - Wright to Bullitt - South	1	LS	\$ 25,285.71	\$ 25,285.71	0.00%
8	Removal of Structures and Obstructions	8.07 - Bullitt to Peoh - South	1	LS	\$ 25,285.71	\$ 25,285.71	0.00%
24	Irrigation System, Complete	24.01 - Peoh to Bullitt - North	1	LS	\$ 37,857.14	\$ 37,857.14	100.00%
24	Irrigation System, Complete	24.02 - Bullitt to Wright - North	1	LS	\$ 37,857.14	\$ 37,857.14	90.00%
24	Irrigation System, Complete	24.03 - Wright to Harris - North	1	LS	\$ 37,857.14	\$ 37,857.14	0.00%
24	Irrigation System, Complete	24.04 - Oakes to Pennsylvania - South	1	LS	\$ 37,857.14	\$ 37,857.14	0.00%
24	Irrigation System, Complete	24.05 - Harris to Wright Ave. South	1	LS	\$ 37,857.14	\$ 37,857.14	0.00%
24	Irrigation System, Complete	24.06 - Wright to Bullitt - South	1	LS	\$ 37,857.14	\$ 37,857.14	0.00%
24	Irrigation System, Complete	24.07 - Bullitt to Peoh - South	1	LS	\$ 37,857.14	\$ 37,857.14	0.00%
55	Tree Lighting System, Complete	55.01 - Peoh to Bullitt - North	1	LS	\$ 40,000.00	\$ 40,000.00	80.00%
55	Tree Lighting System, Complete	55.02 - Bullitt to Wright - North	1	LS	\$ 40,000.00	\$ 40,000.00	72.50%
55	Tree Lighting System, Complete	55.03 - Wright to Harris - North	1	LS	\$ 40,000.00	\$ 40,000.00	0.00%
55	Tree Lighting System, Complete	55.04 - Oakes to Pennsylvania - South	1	LS	\$ 40,000.00	\$ 40,000.00	0.00%
55	Tree Lighting System, Complete	55.05 - Harris to Wright Ave. South	1	LS	\$ 40,000.00	\$ 40,000.00	0.00%
55	Tree Lighting System, Complete	55.06 - Wright to Bullitt - South	1	LS	\$ 40,000.00	\$ 40,000.00	0.00%
55	Tree Lighting System, Complete	55.07 - Bullitt to Peoh - South	1	LS	\$ 40,000.00	\$ 40,000.00	0.00%
64	Permanent Signing	Base Installation	1	LS	\$ 9,000.00	\$ 9,000.00	0.00%
64	Permanent Signing	Signs	1	LS	\$ 6,000.00	\$ 6,000.00	0.00%
65	Pavement Markings	Paid on percentage of work complete monthly	1	LS	\$ 30,000.00	\$ 30,000.00	0.00%

CITY OF CLE ELUM
WASHINGTON
RESOLUTION NO. 2024-016

A RESOLUTION PROVIDING FOR THE DISPOSAL OF CERTAIN INVENTORY ITEMS:

- **Cle Elum Police Vehicle, See Exhibit A**

WHEREAS certain items of equipment belonging to the City of Cle Elum are obsolete, no longer used by the city or damaged.

WHEREAS the value, obsolescence, and condition of these items of inventory make it impractical to trade the same in the future purchase of new inventory items. It would be in the best interest of the city to dispose of the same in a manner that will be to the best advantage to the City of Cle Elum.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Cle Elum as follows:

1. Based on the findings and recommendations of the city, the items of inventory for said City as shown attached hereto, are declared to be surplus to the foreseeable needs of the city.
2. That it is deemed to be for the common benefit of the residents of said City to depose of said inventory.
3. That the City Public Works Director is authorized to dispose of items attached in a manner that will be to the best advantage to the City of Cle Elum

Passed by the City Council and approved by the Mayor the 9th day of July 2024.

CITY OF CLE ELUM

Matthew Lundh, Mayor

ATTEST/AUTHENTICATED:

Debbie Lee, City Clerk

Approved as to form:

Alexandra Kenyon, City Attorney

Filed with the City Clerk: 07/9/2024
Resolution No: 2024-016

Passed by the City Council:
Date Posted:

EXHIBIT A
Resolution 2024-016
Inventory List of Items for Surplus
July 2024

<u>Description</u>	<u>Serial Number</u>
City Hall: 2007 Ford Expedition Miles 186,250	1FMFU16517LA65175

The vehicle has not been in use for at least 3 years. The fair market value for the vehicle is approximately \$2,300. The motor is unreliable for police use and needs repairs. Police equipment (center console, prisoner partition, police markings etc.) needs to be stripped from the vehicle and disposed of. It needs professional detailing as it was in service for 15 years without having any professional detailing for biohazard material. It needs important upgrades (tires, brakes etc.)

My intent is to sell this vehicle to the city of Roslyn for \$1.00. While this is not my common practice, in this case the vehicle is mutually beneficial to the City of Cle Elum. The City of Roslyn intends to fix up and use this vehicle as a fire command vehicle. This will help the city with their efforts towards a better fire rating. The City of Roslyn also has mutual aid with the City of Cle Elum, so any improvement for the City of Roslyn will benefit the City of Cle Elum.

The cost of fixing, disposing of unneeded materials, and taking police markings off the vehicle is greater than the value of the vehicle itself. I have been in communication with the City of Roslyn, and they understand the condition of the vehicle, and they are willing to take those projects on.

COLLECTIVE BARGAINING AGREEMENT

By and Between

CITY OF CLE ELUM, WASHINGTON



and

TEAMSTERS LOCAL UNION NO. 760

Teamsters Food Processing Employees, Public Employees, Warehouseman and Helpers



Representing the

**PUBLIC WORKS, LIBRARY, AND CITY HALL EMPLOYEES
OF THE CITY OF CLE ELUM, WA**

Effective

January 1, 2024 – December 31st, 2026

CLE ELUM PUBLIC WORKS AND CITY HALL EMPLOYEES

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ARTICLE 1 - PREAMBLE AND PURPOSE OF AGREEMENT

- 1.1 This Agreement is entered into by and between the **City of Cle Elum**, Washington, a municipal corporation hereinafter referred to as the "Employer", and **Teamsters Local Union No. 760**, hereinafter referred to as the "Union", on behalf of the employees. The purpose of this Agreement is to comply with all applicable statutory provisions and to increase the general efficiency of City of Cle Elum and to maintain harmonious relations between the City and the Union.
- 1.2 As part of the purpose of the Agreement, the parties agree to the inclusion of the subjects of wages, hours, and working conditions.

ARTICLE 2 - RECOGNITION

- 2.1 The Employer recognizes the Union as the sole and exclusive collective bargaining representative of all full-time and part-time employees in Public Works, Library Assistant, Planning, City Clerk and Office Assistants at the City of Cle Elum, excluding supervisors, confidential employees, temporary employees and all other employees as certified under by PERC decision 13698-A PECB.
- 2.2 Teamsters Local Union No. 760 recognizes the Cle Elum City Council, Mayor, City Administrator or their designees as representing the Employer.

ARTICLE 3 - UNION SECURITY AND DUES CHECK-OFF

- 3.1 Employees of the Employer covered by this Agreement may following the beginning of such employment join the Union.
 - A. The Union agrees to represent all employees within the bargaining unit without regard to Union membership. The Union shall provide the Employer with thirty (30) calendar days' notice of any change in the dues structure and/or the initiation fee structure.
 - B. The Union and the employee may enter into an agreement to provide for a division of the costs incurred, should the employee request the Union's assistance in pursuing a grievance on the employee's behalf. If such employee pursuant to this Section requests the Union to use the Grievance and Arbitration Procedure on their behalf, the Union is authorized to charge the employee for the reasonable cost of using such procedure.
- 3.2 When the Employer hires a new employee, the Employer shall, within fourteen (14) calendar days of the date of employment, notify the Union in writing giving the name, hire date, address, and classification of the employee hired. The Employer will inform new, transferred, promoted, or demoted employees in writing prior to appointment into positions included in the bargaining unit(s) of the Union's exclusive representation status. The Employer will furnish the employees

appointed into bargaining unit positions membership materials supplied by the Union. The Employer will inform employees in writing if they are subsequently appointed to a position that is not in a bargaining unit. Per statute, Union representatives shall be given thirty minutes paid time with each new employee to discuss union membership.

- 3.3 Dues Cancellation: An employee may cancel payroll deduction of dues by written notice to the Employer and the Union. The cancellation will become effective on the second payroll after receipt of the notice.
- 3.4 When provided a "voluntary check-off" authorization in the form furnished by the Union and signed by an employee, the Employer agrees to deduct from the employee's pay the Union's applicable dues, as prescribed in the "voluntary check-off" form. The full amount of monies deducted by the Employer shall be promptly forwarded to the Union by check along with an alphabetized list showing names and amounts deducted from each employee. The Union agrees to defend and hold the Employer harmless against all suits, orders or judgments brought or issued which may arise from the Employer making a good faith effort to administer this section.
- 3.5 **D.R.I.V.E.** The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a monthly basis for all months worked. The phrase "months worked" excludes any month other than a month in which the employee earned a wage. The Employer shall transmit to DRIVE National Headquarters on a monthly basis, in one (1) check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security Number, and amount deducted from that employee's check. The Employer shall be reimbursed for administrative costs involved in the processing of the aforementioned employee DRIVE deductions by D.R.I.V.E.
- A. The Union agrees that none of the aforementioned D.R.I.V.E. contributions will be utilized in the town of Cle Elum's political processes.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.1 The Union recognizes the prerogative of the Employer to operate and manage the affairs of the City in accordance with the responsibilities of said Department's, lawful powers, and legal authority.
- 4.2 Affairs/prerogatives of the Employer shall include but not be limited to the following (A) the right to establish lawful working rules and procedures; (B) the right to schedule work and overtime work, and the methods and processes by which said work is to be performed consistent with the Employer's obligations to the public; (C) the right to hire, transfer, suspend, discharge, lay off, recall, promote, or discipline employees as deemed necessary by the Employer as provided by this

Agreement (D) the right to determine the size and composition of the work force and to assign employees to work locations and shifts; (E) the right to determine what duties shall be performed by various personnel; (F) the parties understand that incidental duties connected with operations, not enumerated in job descriptions, shall nevertheless be performed by the employees when requested by a supervisor; (G) the right to take actions as may be necessary to carry out Employer's services in emergencies. The foregoing Employer prerogatives shall not be deemed to be exclusive of other Employer prerogatives, which are not specifically referenced hereinabove.

ARTICLE 5 - UNION RIGHTS

- 5.1 The Union does not waive its rights under applicable State laws except as those rights are affected or set forth within the terms and conditions of the Collective Bargaining Agreement.
- 5.2 The Union membership does not waive any of their legal rights, nor shall any member feel compelled to waive any of his/her legal rights as provided in this Agreement, State law or Federal law.

ARTICLE 6 - EMPLOYEE RIGHTS

- 6.1 The employer may conduct informal investigations and inquiries into complaints by employees and citizens, where the allegation is not criminal in nature, or does not initially appear to require a formal internal investigation.
 - A. A formal internal investigation shall be conducted when the employer has reasonable knowledge to believe that the employee would be subject to suspension without pay, demotion or termination if the allegation were found to be true.
 - B. Every employee who becomes the subject of a formal internal investigation shall be advised in writing prior to the interview of the following:
 - 1. The specific allegation of misconduct, including what policy or procedure that is alleged to have been violated.
 - 2. Misconduct that could be grounds for termination or discharge, demotion, suspension without pay or written warning.
- 6.2 Any employee who becomes the subject of an internal investigation may have Union representation present during all interviews.
 - A. Investigations by the employer shall be initiated within 60 days of the employer having knowledge of the incident causing the investigation or within 60 days of when the employer reasonably should have knowledge of

the incident causing the investigation.

B. Internal investigations shall be completed within 90 days of the date they are initiated. The Internal investigation shall be deemed completed when the employer provides notice of a Loudermill Hearing to the employee.

1. For investigations that involve a criminal investigation, all timelines shall stop or be suspended until the criminal investigation is completed and/or the Employer determines and actively conducts an internal investigation concurrently with the criminal investigation.

a. When the investigations are conducted concurrently, the time provisions contained in this agreement apply.

2. For complex investigations or when circumstances beyond the control of the employer prevent the completion of the investigation in a timely manner, the Employer may extend the original 90-day time period by an additional 30 days for reasonable cause.

a. The employer shall provide a written notice to the employee and the union prior to the expiration of the original 90-day period.

b. The notice shall state the reasonable cause for the extension and the anticipated completion date.

3. For additional extension, the Employer and the Union must agree in writing.

6.3 A major investigation as used herein shall be interpreted as action which could result in a suspension, demotion, or dismissal from the Department. The employee shall be informed in writing of the nature of the major investigation if he/she is a suspect before an interview commences.

6.4 The interview of any employee shall be at a reasonable hour, preferably when the employee is at work, unless the exigency of the interview dictates otherwise.

6.5 Upon written request, the employee under major investigation shall be provided an exact copy of any written statement they have signed.

6.6 In major investigation interviews, the employee shall be afforded an opportunity (defined as a minimum of 48 hours prior to the interview) to contact and consult privately with a representative of the Union, before being interviewed.

6.7 In the event dismissal of an employee becomes imminent and the Employer determines an alternative to said dismissal is the employee's resignation, said employee will be provided three (3) calendar days opportunity to confer with the

Union before being requested to respond to the offer of resignation. The aforementioned time limit of three (3) days may be extended to seven (7) days in the event the regular Business Agent is not immediately available within the first three (3) days after the offer of resignation is made.

- 6.8 Employees will not be required to unwillingly submit to a polygraph test. Provided, further, if the Employer offers an employee the opportunity to take the polygraph test regarding potential involvement in criminal activity or the potential for disciplinary action, the employee after consulting with the Union may agree to a stipulated polygraph.

ARTICLE 7 - DEFINITIONS OF EMPLOYEES

- 7.1 Regular full-time employee: An employee who is scheduled to work forty (40) hours per workweek on a regular and continuing basis.
- 7.2 Regular part-time employee: An employee who is scheduled to work less than forty (40) hours per workweek on a regular and continuing basis.
- 7.3 Temporary Seasonal Employee: An employee working either full-time or part-time for a specific period of time, less than six (6) calendar months of a year, employed for specific projects and/or non-bargaining unit duties. Examples include the Parks Caretaker and Cemetery Caretaker positions. Temporary Seasonal Employees are excluded from this agreement.

ARTICLE 8 - SENIORITY

- 8.1 "Seniority," as used in this Agreement, is determined by the length of an employee's continuous service within the City of Cle Elum since his last date of hire, including total military time if drafted while employed by the City or any other authorized leave up to a maximum of one (1) year.
- 8.2 The Employer will provide the Union with copies of the seniority list on January 1st of each year. Should more than one (1) employee have the same hire date, seniority shall be determined by a coin toss at the time of hire or ratification of this agreement.
- 8.3 An employee shall lose all seniority, forfeit all rights and the Employer shall have no obligation to rehire said employee under the following conditions:
- A. The employee voluntarily leaves the service of the Employer, or,
 - B. The employee is discharged for just cause, or
 - C. The employee is discharged during the probationary period; or,
 - D. The employee is laid off for a period in excess of twelve (12) consecutive calendar months.
 - E. The employee has exhausted his/her medical leave due to a duty related

injury or illness and has been unable to perform their duties for a period in excess of twenty-four (24) calendar months.

- F. The employee has exhausted his/her medical leave due to a non-duty related injury or sickness and has been unable to perform the duties for a period in excess of twelve (12) calendar months.

8.4 Seniority will operate on a divisional basis. Seniority divisions shall be established such as Public Works, City Hall, Library.

A. Public Works shall include the following job classification(s):

1. Public Works Field Supervisor
2. Mechanic
3. Operations / Maintenance (Maintenance Worker with CDL)
4. Maintenance Worker
5. Animal Control

B. City Hall shall include the following job classification(s):

1. City Clerk
2. Planning / Building Tech
3. Billing Clerk
4. Office Assistant

C. Library shall include the following job classification(s):

1. Library Assistant

D. If the Employer establishes a new job classification, the Employer agrees to meet with the Union to bargain over the wages and which division the job classification shall be placed in.

8.5 Employees may carry over their seniority within the bargaining unit from one division to another division; provided, however, when said seniority is transferred it applies for all purposes except for a layoff wherein only the employee's seniority gained within the particular division affected will be used for layoff purposes.

8.6 An employee who is promoted shall be considered probationary at that position for a period not to exceed six (6) consecutive calendar months from the date such promotion occurs. If the promoted employee declines the job or the Employer deems the employee to be unsuited for the job, within six (6) consecutive calendar months, the employee shall revert to his/her former position without prejudice.

A. Employees promoted to a position outside of the bargaining unit shall have a right to return to the bargaining unit without loss of seniority or position within the bargaining unit for the first six (6) months after accepting a

position with the City, outside of the bargaining unit.

- B. Employees promoted to a position outside of the bargaining unit, into a position covered by another Teamster agreement, shall have a return right to the bargaining unit after the six (6) months outlined in 8.6.A above, provided that no existing bargaining unit member is displaced by their return. No seniority in the bargaining unit shall be credited for time served outside of the bargaining unit.

- 8.7 If the Employer decides to fill a new or vacant position, seniority shall be considered provided the applicants are otherwise qualified based upon training, experience, performance, and ability as determined by the Employer.

ARTICLE 9 - LAYOFF AND RECALL

- 9.1 In the event of a layoff or reduction in personnel by the Employer, the employees in the lowest rank within a division will be laid off in inverse order of their seniority provided that the remaining employees can perform the work in a satisfactory manner as determined by the Employer. In the event of a vacancy in the department, an employee who has been laid off will have the first opportunity to fill said vacancy or vacancies in the order of their seniority in that position, of personnel. Notification of eligibility shall be by certified mail to the employee's last known address within the eighteen (18) months following the layoff or reduction in personnel.

ARTICLE 10 - HOLIDAYS/ANNUAL LEAVE

10.01 Annual Leave

Continuous Service	Annual Leave Monthly Accrual
0 – 3 years	8 hours
4 th year	8.66 hours
5 th Year	9.32 hours
6 th Year	10 hours
7 th Year	10.66 hours
8 th Year	11.32 hours
9 th Year	12 hours
10 th Year	12.66 hours
11 th Year and thereafter	15 hours

- 10.2 Regular part-time eligible employees' annual leave shall be on a pro-rata basis, based upon the employee's assigned hours.
- 10.3 A new employee will accrue annual leave but shall not be entitled to utilize said annual leave during the first six (6) months of employment except in the event of

an emergency as determined by the Department Director.

10.4 The following holidays are recognized as being those for which leave is granted.

New Year's Day, Martin Luther King's Birthday, Presidents' Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day Following Thanksgiving, Christmas Eve Day, Christmas Day, 1 Floating Holiday.

- A. Regular full-time and part-time employees shall receive the day off with pay for all of the listed holidays in 10.4 above. The paid time off shall be equal to the employees' regularly scheduled shift.
- B. If the holiday falls on a Saturday, the employee will be granted the preceding Friday off. If the holiday falls on a Sunday, the employee will be granted the following Monday off.
- C. If an employee is required to work on the day the holiday is celebrated and paid, the employee shall receive their regular holiday pay plus be paid one and one half (1 ½) times their regular hourly wage for all hours worked that day.
- D. The floating holiday shall be credited to all employees on January 1st of each year, or to new employees after completing six (6) months of service with the employer. The floating holiday must be used in the calendar year in which it is earned and shall not be carried over to the next calendar year.

10.5 Should State law be amended to mandate any additional holidays for employees covered by this Collective Bargaining Agreement, then Section 10.01 and 10.3 shall be amended accordingly.

10.6 Accrued annual leave shall be paid to all regular employees who are discharged, are laid off, or who voluntarily leave the service of the Employer subject to the provisions of Section 10.7 below.

10.7 Annual leave may be accumulated up to a total of two hundred forty 240 work hours. Any accrued leave in excess of two hundred forty 240 hours carried into the following vacation year will be lost unless an employee has had leave requests rejected or cancelled by the City in which case the employee shall have up to the total of said rejected or cancelled hours paid to him/her at the straight-time rate of pay on the last pay period in January. If an employee(s) has accrued leave in excess of two hundred forty (240) hours upon the execution of this Agreement he/she shall receive straight time pay for all hours in excess of two hundred forty (240) upon the execution of this Agreement.

10.8 Vacation scheduling shall be conducted in a manner consistent with the past

practice of the employer. Any change in the practice of shall be negotiated between the Union and the Employer.

- 10.9 All requests for leave are subject to approval in writing by the employee's supervisor or designee. Leave requests should be submitted at least 10 days in advance of the request if it requires that overtime be utilized to fill the shift. If the request is denied, the reasons for such denial shall be provided in writing. Leave requests can be submitted less than ten (10) days in advance, but the Department Director may deny them based on lack of coverage availability.

ARTICLE 11 - HOURS OF WORK - OVERTIME

- 11.1 The workweek for the purposes of the Fair Labor Standards Act (FLSA) shall be defined as beginning at 12:01 a.m. on Sunday and ending at midnight on Saturday.
- 11.2 The workweek shall be composed of the number of shifts during the applicable work period as determined from time to time by the City Administrator or designee based on the following options:
1. Four (4) consecutive ten (10) hour workdays, exclusive of an unpaid lunch time, which shall be not less than one-half (1/2) hour nor more than one (1) hour, totaling forty (40) hours with two (2) or three (3) consecutive days off duty, in a seven (7)-day work period as determined by the Employer.
 2. Five (5) consecutive eight (8) hour workdays, exclusive of an unpaid lunch time, which shall be not less than one-half (1/2) hour nor more than one (1) hour, totaling forty (40) hours with two (2) or three (3) consecutive days off duty, in a seven (7)-day work period as determined by the Employer.
 3. Part-time employees may be assigned shifts that are less than eight (8) or (10) hours per workday and less than four (4) days per workweek, based on the needs of the Employer. Part-time employees shall not receive overtime until they reach 40 compensable hours in a work week.
 - A. Daily split hourly shifts shall not be utilized, and all assigned shifts shall be a minimum of four (4) hours on a workday.
 - B. No part-time employee shall be scheduled to work for more than five (5) consecutive days without receiving a minimum of two (2) consecutive days off.
 4. Work schedules are established by the Department Directors but shall be designated as Monday – Friday except for on-call status and emergencies for call out purposes for the Public Works Division and general scheduled purposes for the Library Division and Animal Control employee(s).

- 11.3 Break/rest periods: All employees shall be provided with a paid 15-minute rest or break period for every four (4) hours of work, the fifteen (15) minute rest period may be combined with the unpaid ½ hour lunch period to take a 45-minute lunch period.
- 11.4 Overtime: Employees covered by this Agreement shall be paid for all compensable hours exceeding forty (40) hours per week at the rate of time and one-half (1-1/2) their regular applicable hourly rate for hours in excess of forty (40) hours in a seven (7)-day work period, or for all hours worked over an employee's scheduled work shift of either eight (8) or ten (10) hours for a workday. All overtime shall be paid in increments of one quarter (1/4) hour being paid as one-quarter (1/4) hour. There shall be no pyramiding of overtime. The employer shall not reschedule employees for the purpose of avoiding overtime.
- 11.5 Callback: An employee who is required to return to duty, after having completed his/her regular shift or who is on on-call per 11.7, and having been effectively released from duty, shall be paid, unless specified below, a minimum of four (4) hours at one and one-half (1 ½) their straight-time hourly rate of pay. Time shall be computed on a portal-to-portal basis.
1. Callback On Regularly Scheduled Day Off: Employees shall be guaranteed a minimum of four (4) hours pay at one and one-half (1 ½) times their regular straight-time hourly rate of pay for all hours worked during said callback.
- 11.6 Compensatory Time Off: In lieu of payment for overtime, employees may request compensatory time off. Compensatory time may accrue up to a maximum of 100 hours during any calendar year. All hours earned over 100 hours shall be paid as overtime.
- 11.7 On-Call Time: The Employer may designate Public Works employees to be on-call in accordance with the policies in place at the time this agreement is ratified. No changes to the on-call policies shall be made until an agreement is reached between the parties.
1. Employees assigned to the on-call status for a weekend, defined as beginning on Friday at 3:30 p.m. and ending on Monday at 7:30 a.m. (64 hours) shall be compensated at a flat rate of \$150.00 (\$2.34 hour).
 2. Employees assigned to the on-call status for any additional days (Holidays), defined as beginning at the end of the business day until the start of the next business day, shall be compensated at a flat rate of \$75.00 per day. For weekends with a holiday on a Monday or a Friday, the total compensation shall be \$225.00 to include the \$150.00 for the weekend and the additional \$75.00 for the extra day.

- 11.8 **Negotiations:** The Union will notify the City in writing of the members of the negotiating committee. Up to two (2) members shall be allowed to participate in negotiations on paid time if said negotiations are scheduled to occur while the employees are working their regularly assigned shift.

ARTICLE 12 - COMPASSIONATE LEAVE

- 12.1 **Bereavement Leave:** The employer shall provide up to five (5) days per year bereavement leave for employees. In the event of death in the employee's immediate family, he/she shall be allowed up to five (5) working days of absence at full pay. (Immediate family shall be defined as a spouse, child, father, mother, stepparent, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent, grandchild or a more distant relative if living in the same household.) Bereavement leave shall be non-cumulative from year to year.
- 12.2 Exceptions to the above may be granted by the Department Director on a case-by-case basis and will not establish a precedent. Permission will not unreasonably be denied. Such exceptions will be deducted from sick leave.

ARTICLE 13 - SICK LEAVE

- 13.1 **Sick Leave Accrual:** Regular full-time Employees shall accrue eight (8) hours of sick leave for each month of employment and may accumulate up to one thousand and fifty-six hours of sick leave. If separated from employment with the City by reason of termination, resignation, retirement or death, the employee or the employee's beneficiary will receive payment equal to twenty-five percent (25%) of the employee's accrued but unused sick leave up to a total of one thousand fifty-six hours. will be placed into the employees' VEBA account. This cash-out does not apply to any employee who leaves employment during the new hire probationary period.
- A. Annual VEBA Conversion. Employees who exceed the maximum of one thousand and fifty-six hours of sick leave shall have the excess hours converted to a VEBA account at a rate of 25% of the excess hours.
- 13.2 Less than full-time eligible employees shall accumulate sick leave on a pro-rata basis not to exceed twelve (12) working days per year, based upon the employee's assigned hours.
- 13.3 A deduction of one (1) working day of accrued sick leave shall be made for each full day's absence due to illness, injury, medical treatment related to pregnancy, or to care for an employee's child as required by RCW 49.26 and Chapter 296-128 WAC. Should an eligible employee use less than one (1) full working day of sick leave, such sick leave will be deducted on an hour-for-hour basis.

- 13.4 If an employee is absent from work for more than three (3) consecutive workdays, the Department Director may require a doctor's certificate upon said employee's return to work.
- 13.5 Any employee found to have abused the provisions of sick leave privilege by falsification or misrepresentation may be subject to disciplinary action.
- 13.6 **Family Leave:** Sick leave may be taken to care for family members in accordance with RCW 49.46.210. The city will permit the use of sick leave and/or vacation leave usage as supplemental pay for the purpose of supplementing the Washington State Paid Family Leave to the extent allowed by law.
- 13.7 **Insurance Continuation by Employee:** An employee who is absent from work due to illness or injury shall be responsible for payment of the Employer's and the employee's portion of the premium of the Health Care Benefit insurance programs during those months in which they have no compensation owing, (i.e. for work performed; for accumulated sick leave and/or in lieu thereof; for accrued vacation time; or insufficient compensation to pay for the employee's share of the medical premium.) This provision is conditioned by the fact that if there are restrictions, limitations, or prohibitions by the insurance carriers' procedures and guidelines, then no such opportunity or benefit will be provided.
- 13.8 **Worker's Compensation:** Any Employee who is eligible for State Industrial Compensation for time off because of an on-the-job injury shall be paid sick leave and shall charge the first three (3) working days of absence to sick leave. Thereafter, the Employee shall be compensated by the Employer in an amount equal to the difference between their regular salary and those sums they are paid by State Industrial.

ARTICLE 14 - MILITARY LEAVE

- 14.1 In case of military leave, the Employer abides by the provisions of the laws of the State of Washington (RCW 38.40.060 and the Laws of the United States). The Employer shall pay the difference between the military pay received and the employee's regular wage rate during such time period. Employees who are members of the National Guard or Federal Military Reserve Units are entitled to be absent from their duties for up twenty-one (21) workdays with pay during each calendar year while in the performance of ordered military duty and while going to or from such duty.

ARTICLE 15 - COMPENSATION FOR WITNESS OR JURY DUTY

- 15.1 An employee shall continue to receive their regular salary for periods of required service as a juror or witness for a work-related case. An employee shall not receive any salary for periods of service as a witness in a civil case or a criminal case in which they are a defendant. The Employer shall pay the difference between the

scheduled fees and the employee's wage. Employees will be expected to report for work when less than a normal workday is required by such duties.

ARTICLE 16 - MATERNITY LEAVE / CHILD BONDING LEAVE

- 16.1 Accrued sick leave, annual leave and compensatory time may be used for paternity/maternity leave(s) and or child bonding leave, in which case the employee will be paid to the extent of the sick leave, annual leave and/or compensatory time used. Maternity leave may thereafter be granted without pay, provided, however, the length of the leave may be suggested by the employee's doctor. The Employer may grant such leave for up to twelve (12) consecutive calendar weeks or 3 months. This Article shall be subordinate to applicable State and Federal statutes.

ARTICLE 17 – LEAVE OF ABSENCE

- 17.1 A leave of absence is an approved absence from employment without pay and without loss of seniority. The Employer may grant a leave of absence for a period of up to six (6) calendar months. This period may be extended by mutual agreement between the Employer and the Union. Such leaves shall be in writing with a copy to the Union. The request must be in writing and must be submitted sixty (60) calendar days prior to the effective date. During the time that an employee is on a leave of absence without pay, said employee shall not accrue sick leave, annual leave and other benefits provided to employees who are regularly working.

ARTICLE 18 – DISCIPLINE AND DISCIPLINARY PROCEDURES

- 18.1 The Employer or their designee may discipline an employee only for just cause inclusive of such events as may be deemed to be just cause. Discipline shall be carried out in a manner which is least likely to embarrass the employee before other employees or the public
- 18.2 Disciplinary action or measures shall include only the following:
- A. Written warning,
 - B. Suspension without pay,
 - C. Demotion,
 - D. Discharge.
- 18.3 The parties agree that progressive and escalating levels of discipline are preferable to allow an employee proper notice of misconduct and the opportunity to improve performance and to allow the Employer to document prior disciplinary matters. The level or degree of discipline imposed shall be appropriately based on an employee's prior record of service, length of service, severity of offense and prior record of discipline inclusive of field notes referencing oral warnings relating

to misconduct; the order in which these criteria appear is not indicative of their priority. An employee may be suspended without pay when said employee has first received one (1) written warning relating to said employee's previous work or conduct. An employee may be discharged when said employee has first received a suspension relating to said employee's previous work or conduct. All previous disciplinary actions in an employee's file may be evaluated and considered in a disciplinary action.

- 18.4 Notwithstanding subsection 18.3 above, the Employer may immediately suspend with pay or discharge an employee for a serious event which constitutes just cause. By way of illustration and not limitation, just cause includes but is not limited to; gross insubordination, theft, dishonesty, and on duty while under the influence of alcohol or illegal drugs.
- 18.5 Represented employees shall have the right to be represented at disciplinary hearings. Prior to a final decision regarding discipline or discharge, employees will be given a pre-discipline hearing. Any appeal of final disciplinary action taken shall be presented to the City in writing within ten (10) calendar days, and if not presented within such period, the right of appeal shall be waived. Any such appeal shall be handled as a grievance in accordance with Article 19.
- 18.6 Any employee who is under investigation for disciplinary action which may result in a permanent notation in his/her personnel file, or which may result in suspension without pay, demotion or discharge, shall, before being required to respond or answer questions pertaining thereto, be informed of the existence and nature of the investigation.
- 18.7 The provisions of this Article shall not apply to newly hired employees serving a probationary period. Probationary employees shall work under the provisions of this Agreement but may be discharged without any recourse. Probationary employees shall have access to the grievance procedure for any non-disciplinary matters.
- 18.8 Any disciplinary action by a supervisor other than the Department Director, except verbal reprimands, shall not be final unless affirmed in writing by the Department Director. Notations or copies of any such disciplinary action shall be sent to the Union at the time it is given to the employee.
- 18.9 Unless circumstances exist which warrant immediate suspension or discharge, the employee shall, before the disciplinary action is finalized, have the opportunity to discuss the matter with their immediate supervisor and the Department Director, and be informed of the nature of the charges, and the facts supporting them. The employee shall be given an opportunity to respond to the charges, including a reasonable time (not to exceed seven (7) calendar days) to consult a Union representative.

- 18.10 Should any employee decide to grieve a disciplinary action through the provisions of the grievance procedure, the matter shall be handled in accordance with Article 19 beginning at step 2 of the grievance procedure.
- 18.11 The Employer may place an employee on administrative leave with pay pending an investigation or when the Employer has reasonable concerns for the safety of the employee, or reasonable belief that the employee may cause harm to the City or other employees. The employee shall remain available to the City while on Administrative Leave for interviews or other work-related questions. The city may set reasonable requirements for availability during work hours.

ARTICLE 19 - GRIEVANCE PROCEDURE

- 19.1 **Policy:** The parties recognize that the most effective accomplishment of the work of the Employer requires prompt consideration and equitable adjustments of the employee grievances. It is the desire of the parties to adjust grievances informally whenever possible, and both supervisors and employees are expected to make every effort to resolve problems as they arise. However, it is recognized that there may be grievances which can be resolved only after a formal review. Accordingly, the following procedure is hereby established in order that grievances of employees covered by this Agreement may be resolved as fairly and expeditiously as possible.
- 19.2 "Grievance" as used herein shall mean any dispute involving the interpretation or application of the provisions of this Agreement.
- 19.3 **Step 1 - Informal Adjustment:** An employee having a concern which they feel could be a grievance shall discuss the matter within fourteen (14) calendar days of the date that the incident being grieved occurred, or it shall be deemed waived. The employee shall first discuss the matter with his/her immediate supervisor, to provide an opportunity for clarification and/or appropriate adjustment consistent with the terms of this Agreement. The supervisor shall make every effort to resolve the grievance within fourteen (14) calendar days from the date the grievance is raised by the employee. The employee shall have the option of being accompanied by their Union Representative if he/she feels it is necessary. If the employee's supervisor is the Department Director, the grievance shall be filed at Step 2.
- 19.4 **Step 2 - Written Adjustment:** If the grievance is not resolved in Step 1, then the Union and the employee shall present the matter in writing to the Department Director within fourteen (14) days following the supervisor's decision. The Department Director shall make every effort to resolve the grievance with a written response issued within fourteen (14) calendar days from the date the grievance is submitted to the Department Director.
- 19.5 **Step 3 - Mayor's Attempt to Adjust:** If the grievance is not resolved with the

decision of the Department Director, then within fourteen (14) calendar days of the Department Director determination the grievance shall be reduced to writing and submitted to the Mayor or their designee. The written grievance shall include the reasons why the employee or Union believes the Department Director and/or application of the Agreement are incorrect and the proposed resolution of the grievance. The Union and the Mayor or their designee shall attempt to resolve the grievance within fourteen (14) calendar days after the grievance is submitted to the Mayor or their designee. The Mayor or their designee's decision shall be in writing and provided to both the employee and the Union.

19.6 **Step 4 - Expedited Mediation-Arbitration:** If the dispute is not resolved under one of the above steps the parties may agree to a satisfactory arbitrator within five (5) calendar days of the Mayor's decision. If none can be agreed upon, either party may request a list of seven (7) names from the Public Employment Relations Commission (PERC). The parties may meet in person or electronically and alternative strike names from the list until one name remains, who shall be the mediator/arbitrator. A coin toss shall determine the party to strike a name first.

A. The mediator-arbitrator shall meet with the parties and endeavor to mediate a mutually agreeable settlement of the dispute. Should the matter be resolved by mediation, a settlement agreement shall be written and signed by both parties. This agreement shall be binding on both parties. Should mediation not resolve the dispute, then the mediator shall immediately assume the role and duties of arbitrator and convene a hearing to determine the facts. The arbitrator shall make an electronic recording of the hearing. The arbitrator shall not have the authority to award punitive damages but shall be limited to making the grievance whole.

B. Any decision or award the arbitrator issues shall be final and binding on the City, the Union and the employees covered by this agreement.

C. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this agreement.

19.8 **Arbitrator's Fees & Expenses:** The arbitrator's fees and expenses (if any), the cost of any hearing room, shall be borne equally by the Employer and the Union. All other costs and expenses shall be borne by the party incurring them.

19.9 **Time Limits:** Any time limits herein specified may be extended by mutual agreement.

ARTICLE 20 - CLOTHING AND EQUIPMENT

20.1 **Safety Footwear:** Employees who are required to work "in the field", which shall include all Public Works employees, building inspectors, and Animal Control Officers, will be reimbursed annually for footwear in an amount not to exceed

\$250.00 per year. Reimbursement shall be provided to employees within 45 days of submission to the Employer. Employees shall submit to the City Administrator receipt(s) for footwear purchase(s) that contain the amount paid by employee, identification of the retailer, and the date of purchase.

- 20.2 Tool Stipend: The Mechanic is required to provide a majority of his/her own basic hand tools to perform the job duties. This does not include vehicles, lifts, jacks, or other large tools. Computerized equipment that requires annual software updates shall not be included. The City shall provide the Mechanic a monthly stipend of \$100.00 in 2024 for the purpose of small tool repair and replacement. This amount shall increase to \$150.00 in January of 2025.
- 20.3 Uniforms and PPE for Public Works Employees: The Employer shall provide a minimum of (5) pants, (5) shirts via a uniform service, which shall include cleaning.
1. In addition, the City shall provide (1) winter coat and lightweight jacket (1) or sweatshirts (2), and one set of bib overalls for inclement weather use, while at work for the Public Works employees. These items shall be replaced on an as-needed basis.
- 20.4 The Animal Control employees may be required to wear a specific uniform that is designated by the Employer, provided that the uniform is provided to the employee.
- 20.5 The Employer shall be responsible for providing all Personal Protective Equipment (PPE) (including specialized boots, hardhats, eye protection and face shields, hearing protection, high-visibility vests, fall protection and gloves, chap's gloves) not specified in this agreement and making it available to the employees.

ARTICLE 21 - WAIVER OF PORTION OF AGREEMENT

- 21.1 The expressed provisions of this Agreement may not be waived except by mutual agreement of the Union and the City, and in any individual case, the affected employee. Neither City nor Union will ask for or accept a voluntary waiver by an employee without prior consent of the other party.

ARTICLE 22 - SAVINGS CLAUSE

- 22.1 Should any section or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific section or portion thereof, directly specified in the decision. Upon the issuance of such a decision, the parties agree immediately to negotiate a substitute, if possible, for the invalidated section or portion thereof.

ARTICLE 23 - STRIKES AND LOCKOUTS

- 23.1 Strikes, slowdowns, work stoppages, or any other interference with the work by the employees are prohibited.
- 23.2 The Employer may discharge and/or discipline any employee who violates Section 23.1. No employee shall be entitled to any pay and/or benefits for the period in which he/she engaged in any strikes, slowdowns, work stoppages or other interference with work.
- 23.3 Nothing contained herein shall preclude the Employer from obtaining judicial restraint and damages in the event of a violation of this Article.
- 23.4 No lockout of employees shall be instituted by the Employer.

ARTICLE 24 - MEDICAL, DENTAL, VISION, AND LIFE BENEFITS

- 24.1 The City shall pay each month into the following employee health care benefit plans, on account of each member of the bargaining unit who was compensated for sixty (60) hours or more in the preceding month:
 - 1. Effective August 1, 2024, based upon July 2024 hours, United Employees Benefit Trust AV-9 Medical contribution rate of \$1103.00.
 - 2. Effective August 1, 2024, based upon July 2024 hours, Washington Teamsters Welfare Trust Dental Plan A, contribution rate of \$120.50 per month.
 - 4. Effective August 1, 2024, Life Insurance in the amount of \$25,000 and EAP program insurance through the Association of Washington Cities.
 - 5. Effective September 1, 2024 the Employer shall contribute into the Retiree's Welfare Trust an amount up to \$175.00 on behalf of each employee of the bargaining unit to provide the RWT PLUS, or the RWT-PLUS Plan XL pending approval of the trust as to the appropriate plan, the rates through the end of the labor agreement are to be determined in accordance with the signed labor agreement and Northwest Administrators, Inc.
 - A. Any amount up to \$175.00 shall be paid by the Employer; any amount over \$175.00 shall be paid by the employee via payroll deduction.
 - B. The effective date of October 1, 2024, shall be based on September 2024 hours, with the first payment to the Trust due in October of 2024.

6. Effective January 1, 2024, the Employer shall pay into a VEBA account on behalf of each employee of this bargaining unit receiving medical benefits the sum of two hundred fourteen (\$214.00) dollars per month. This amount shall not be considered as part of the employee's salary.

A. Effective August 1, 2024, the Employer shall pay into a VEBA account on behalf of each employee of bargaining unit receiving medical benefits the sum of two hundred seventy-five (\$275.00) dollars per month. This shall not be considered as part of the employee's salary.

24.3 **Maintenance of Benefits:** The Union agrees during the life of this Agreement that it will not request any additional benefits for any of the above-listed employee health care benefit plans and the City agrees to pay any increase in contribution rates as required by the Trustees of the respective employee benefit trusts to maintain these benefits.

24.4 Each employee has been provided with a copy of this labor agreement, and current copies of the benefit booklet for each health care coverage named in Section 24.1 above. It is the responsibility of the employee to read these health care booklets, to determine when he will become eligible for each benefit. In the event an employee should have a month go by in which he is not compensated for the required number of hours for the City to pay his premium, it is the employee's responsibility to immediately contact the Local Union office to determine which of the benefits allow self-payments to continue the coverage for himself and family.

24.5 The total amount due for each calendar month for each of the employee benefit plans set forth in Article 24, shall be remitted in a lump sum not later than ten (10) business days after the last business day of such preceding month.

24.6 The City hereby acknowledges that it has received true copies of the United Employees Benefits Trust, Washington Teamsters Trust and Retiree's RWT-Plus XL and shall be considered a party thereto. The City further agrees that the Employer-Trustees named in said trusts, and their successors in trust, are and shall be their representatives and consents to be bound by the actions and determinations of the Trustees.

24.7 Medical, Dental, Vision Benefit Conversion for 2024. The Employer agrees to fund January of 2024 with sufficient funding to cover employees with medical coverage to ensure that no loss of coverage shall occur during the transition period from the current AWC medical insurance to the new coverage provided under the terms of this Agreement.

A. This shall include a maximum additional coverage period of one month for January of 2024 and as needed only to ensure no loss of coverage under one of the plans.

ARTICLE 25 - RETIREMENT CONTRIBUTION-INDUSTRIAL ACCIDENT INSURANCE-OASI

- 25.1 The City shall pay into the appropriate employee's retirement program, Industrial Insurance and OASI as required, and at the prescribed rate, by law.
- 25.2 The bargaining unit designated a portion of their hourly wage to be diverted from their hourly pay. The bargaining unit by majority voted to authorize the hourly pay amounts shown in the table below to be diverted to pension contributions. Effective August 1, 2024, based on July 2024 hours, the Employer agrees to pay into the Western Conference of Teamsters Pension Trust on behalf each member of the bargaining unit the following amounts or each hour for which compensation is paid.

Contribution Rate

Effective Date	Basic Contribution	PEER Contribution	Total Contribution
January 1, 2024	\$1.00	\$0.07	\$1.07
January 1, 2025	\$1.15	\$0.07	\$1.22
January 1, 2026	\$1.30	\$0.08	\$1.38

1. The contribution required to provide the Program for Enhanced Early Retirement (PEER) will not be taken into consideration for benefit accrual purposes under the Plan. The additional contribution for PEER 84 must at all times be 6.5% of the basic contribution and cannot be decreased or discontinued at any time.
2. The total amount due for each calendar month shall be remitted in a lump sum not later than ten days after the last business day of the month.
3. The Employer agrees to abide by the rules established by the Trustees of said Trust Fund to facilitate the accurate determination of hours for which contributions are due, prompt, and orderly collection and accurate reporting and recording of amounts paid.

ARTICLE 26 - SALARIES CLASSIFICATIONS - WAGE RATES - OTHER PROVISIONS

- 26.1 Salary classifications and wage rates are contained in Appendices A and B attached hereto and incorporated by this reference.

ARTICLE 27 - PAY ARRANGEMENTS

- 27.1 All employees shall be paid monthly on the fifth (5th) of each month. The City will also issue a draw on the 20th of each month. There shall be no deductions other than required by law or as authorized in writing by the employee. Should the Employer need to alter the schedule, prompt notice shall be provided to the

employees and Union with consideration given to the effects of such change.

- A. The City shall issue a mid-month draw on the 20th of each month to all employees. The draw may be up to 50% of the net pay for each employee, after deductions are calculated.
 - 1. Employees may request a smaller draw or no draw on the 20th of each month by providing a written request to the City.
 - 2. A change in draw amount shall be permitted up to a maximum of four (4) times per calendar year.
- B. In the event that any change to the mid-month draw is required by law, statute or ruling, the City shall revert back to a payroll being issued twice per month. The pay periods shall be on the 5th and the 20th of each calendar month.

ARTICLE 28 - LIABILITY INSURANCE

- 28.1 The Employer agrees to either provide insurance coverage on behalf of the employees or provide liability defense for employees or a combination thereof in order to reasonably protect and indemnify employees from liability to third parties resulting from employees negligently performing duties within the scope of their employment.

ARTICLE 29 - UNION ACTIVITY

- 29.1 **Union Investigative and Visitation Privileges:** The business representative of the Union, with the permission of the City department head or his designee, may visit the work location of employees at any reasonable time and location for the purpose of investigating grievances pursuant to Article 19. Such representative shall limit his activities during such investigations to matters relating to this Agreement; provided, however, he or she shall not interfere with the operation of normal routine of any department. The Union shall not distract an employee while on duty. No employee shall suffer a reduction in wages, benefits, or more favorable working conditions as a result of the signing of this Agreement.
- 29.2 **Bulletin Board:** The Union shall be entitled to maintain one (1) bulletin board in a conspicuous place within each office where Union Employees are assigned.

ARTICLE 30 - MISCELLANEOUS PROVISIONS

- 30.1 **Medical Exams:** Any physical and/or mental examination(s), and/or inoculations, except for physicals required for purposes of entrance and applications, State disability requirements, fitness for duty, or other medical exams which are required by the Employer, shall be taken on Employer time and shall be paid by the

Employer. If the Employer requires a physical and/or mental examination the employee shall undergo the physical or mental examination by a physician or institution specified by the Employer.

- A. The Employer may require a “fitness for duty” medical or psychological evaluation of an employee only when the Employer has reasonable cause to believe that the employee is unable or unfit to perform their duties. In the event that a fitness for duty evaluation is required, the Employer shall provide a complete copy of exam results to the employee. The determination of reasonable cause is subject to Article 19 – Grievance procedure.

30.2 **Gender:** Where masculine gender has been used in any provision of this Agreement, it is used solely for the purpose of illustration and shall not in any way be used to designate the sex of the employee eligible for any position, classification, or the benefits provided in this Agreement.

30.3 **Video Surveillance:** The Employer may utilize video to record public locations that are accessible to the public. Areas that are restricted, such as work locations of employees may be recorded, but may not be readily viewable or accessible to the public except by a public records request.

- 1. The Employer is permitted to visually record City workspaces on City property. The areas that are not accessible by the public or that have limited access by the public may be recorded but may not be monitored for the purposes of disciplinary action absent reasonable cause.

- A. If the employer has reasonable cause to believe that an employee has violated a City Policy or law, the Employer may review the video recordings for investigative purposes. The Employer agrees that it will not engage in “fishing” or “supervision by video” which includes the practice of monitoring City employees by placing employees under video surveillance simply by watching video.

ARTICLE 31 - PERSONNEL FILES

31.1 Employees shall have the right, during regular business hours, to review material in their personnel files secured and maintained in the City Administrator's Office. The employee may have a representative of the Union accompany him/her if so desired. Upon request, copies of documents in the personnel file shall be provided to the employee in person. Except for the purpose of copying, individual personnel records shall not be removed from the City Administrator's office unless under his/her direct supervision.

31.2 In the event evaluation reports are utilized, a copy will be placed in the individual's personnel file. The personnel file shall contain evaluation reports that have been

completed by Management personnel.

- 31.3 Materials judged by the employee to be negative and/or derogatory may be answered by the employee in writing. An employee's written response shall be attached to the material in question and become a part of the personnel file. The written response shall not change, alter, affect, or modify the validity of materials placed in an employee's personnel file by administrative personnel.
- 31.4 Personnel files are the property of the Employer. The Employer agrees that to the extent allowed by law, the contents of the personnel files, including personal photographs, shall be confidential and shall restrict the use of information in the files to internal use by the Employer.
- 31.5 The City and the Union agree that the City is required to comply with all laws regarding maintaining personal files for public employees. The City agrees to maintain the employees' personal files as confidential files as allowed by law. The City agrees to comply with all notification requirements to the employee and the Union required by the Public Records Act, RCW 42.56..
- A. The City agrees that disciplinary records shall only be kept or maintained for the purpose of progressive disciplinary purposes based on the following timelines:
1. Counseling documents, and verbal reprimands are valid for progressive disciplinary purposes for one year unless additional disciplinary actions are imposed during that year.
 2. Written reprimands and suspensions of 40 hours and less are valid for progressive disciplinary purposes for three years unless additional disciplinary actions are imposed during those three years.
 3. Suspensions of more than 40 hours are valid for progressive disciplinary purposes for five years unless additional disciplinary issues are actions are imposed during those five years.
 4. Demotions and last chance agreements are permanent records for the purpose of progressive discipline.
 5. For disciplinary action to be timed out and no longer valid, no new disciplinary action may be in the file. Any new disciplinary action the employees file restarts that time and runs through the end of the last disciplinary action or the action with the longest time frame.
- 31.6 When an employee reviews his/her personnel file, he/she shall sign and date the review and said signature shall signify acknowledgment of having read materials in the personnel file.

ARTICLE 32 - NEGOTIATIONS AND TERM OF AGREEMENT

32.1 This Agreement shall be in full force and effect upon ratification, except as otherwise provided, and shall remain in full force and effect through December 31, 2026. Either party may, upon ninety (90) calendar days' notice prior to the date of expiration, give notice to terminate or amend to the other party. In the event only notice to amend is given, the Agreement shall remain in effect while the parties negotiate a successor agreement.

32.2 Negotiations for revisions to the subsequent collective bargaining agreement will take place in accordance with the following suggested schedule; provided, however, said schedule may be revised by mutual agreement of the parties:

- A. The Union and the Employer agree to meet for preliminary discussions regarding bargaining during the month of August; and,
- B. The parties shall establish collective bargaining sessions to commence thereafter on a mutually acceptable basis; and,
- C. If the parties are unable to reach a mutually acceptable collective bargaining agreement through normal bargaining sessions, then and in that event, either party may proceed to mediation in accordance with the statutory provisions.

IN WITNESS WHEREOF, this Agreement was signed this _____ day of _____, 2024.

CITY OF CLE ELUM

TEAMSTERS LOCAL UNION NO. 760

By _____
Matthew Lundh
Mayor

By _____
Richard Salinas
Secretary Treasurer

APPENDIX "A"
PUBLIC WORKS EMPLOYEES

ARTICLE 1A - DEFINITION OF PUBLIC WORKS EMPLOYEES

1A.1 The Public Works employees will be under the direct authority of the Public Works Director.

ARTICLE 2A - CLASSIFICATIONS - WAGE RATES - OTHER PROVISIONS

2A.1 The following salary schedules for Public Works employees reflect no increase for 2023 with increases of the following for the remainder of this Agreement.

Effective 01/01/2024	All steps on the wage scale shall receive a general wage increase of 6.5%.
Effective 01/01/2025	All steps on the wage scale shall receive a general wage increase of 5%.
Effective 01/01/2026	All steps on the wage scale shall receive a general wage increase of 5%.

Months of Service Completed

January 2024	0-12	13-24	25-36	37-48	49+
PW Field Supervisor	32.46	34.08	35.78	37.57	39.45
Mechanic	27.98	29.38	30.85	32.39	34.01
Operator/Maintenance	25.94	27.24	28.61	30.03	31.53
Maintenance Worker	22.46	23.58	24.76	26.00	27.30
Animal Control	24.08	25.28	26.55	27.88	29.28

January 2025	0-12	13-24	25-36	37-48	49+
PW Field Supervisor	34.08	35.78	37.57	39.45	41.42
Mechanic	29.38	30.85	32.40	34.01	35.71
Operator/Maintenance	27.24	28.60	30.04	31.53	33.11
Maintenance Worker	23.58	24.76	26.00	27.30	28.66
Animal Control	25.28	26.55	27.88	29.28	30.74

January 2026	0-12	13-24	25-36	37-48	49+
PW Field Supervisor	35.79	37.57	39.45	41.42	43.49
Mechanic	30.85	32.40	34.02	35.71	37.49
Operator/Maintenance	28.60	30.04	31.54	33.11	34.77
Maintenance Worker	24.76	26.00	27.30	28.66	30.09
Animal Control	26.55	27.87	29.27	30.74	32.28

APPENDIX "B"
CITY HALL/ & OTHER EMPLOYEES

ARTICLE 1A - DEFINITION OF CITY HALL AND OTHER EMPLOYEES

- 1A.1 The City Hall employees will be under the direct authority of the City Administrator.
- 1A.2 All other employees covered by this Agreement shall include Library Employees, Planning Employees, and Animal Control Employees.

ARTICLE 2A - CLASSIFICATIONS - WAGE RATES - OTHER PROVISIONS

- 2A.1 The following salary schedules for City Hall and all other covered employees reflect no increase for 2023 with increases of the following for the remainder of this Agreement.

Effective 01/01/2024	All steps on the wage scale shall receive a general wage increase of 6.5%.
Effective 01/01/2025	All steps on the wage scale shall receive a general wage increase of 5%.
Effective 01/01/2026	All steps on the wage scale shall receive a general wage increase of 5%.

Months of Service Completed

January 2024	0-12	13-24	25-36	37-48	49+
City Clerk	36.68	38.52	40.44	42.46	44.59
Planning /Building Tech	28.54	29.97	31.47	33.04	34.69
Billing Clerk	23.90	25.09	26.35	27.66	29.04
Office Assistants	20.15	21.16	22.22	23.33	24.50
Library Assistant					18.64

January 2025	0-12	13-24	25-36	37-48	49+
City Clerk	38.51	40.45	42.46	44.58	46.82
Planning /Building Tech	29.97	31.47	33.04	34.69	36.42
Billing Clerk	25.09	26.35	27.67	29.04	30.49
Office Assistants	21.16	22.22	23.33	24.50	25.72
Library Assistant					19.57

January 2026	0-12	13-24	25-36	37-48	49+
City Clerk	40.44	42.47	44.58	46.81	49.16
Planning /Building Tech	31.47	33.04	34.70	36.42	38.24
Billing Clerk	26.35	27.66	29.05	30.49	32.02
Office Assistants	22.22	23.33	24.49	25.73	27.01
Library Assistant					20.55

**APPENDIX “C”
LONGEVITY AND SUPPLEMENTAL PAYS**

1C.1 Longevity Pay: The Employer will compensate the employees with longevity pay in conformity with the schedule set forth herein below. The following conditions will be in force:

<u>LONGEVITY</u>	<u>AMOUNT PER MONTH</u>
<u>Upon Completion of:</u>	<u>ABOVE BASE PAY</u>

5 years with Cle Elum	1.0%
10 years with Cle Elum	2.0%
15 years with Cle Elum	3.0%
20 years with Cle Elum	4.0%
25 years with Cle Elum	5.0%

Longevity shall not be compounding.

1C.2 Certification Pay: The Employer will compensate Public Works employees with certification pay based on the following schedule: Certification pay shall be calculated based on the monthly base pay of each employee. Certifications shall be paid for the highest level achieved and certification pay shall not be compounding.

Commented [EC1]: Clarifying language here

Wastewater Operator	1%	or	Water 1	1%
Wastewater 1	2.5%	or	Water 2	2%
Wastewater 2	3.5%	or	Cross Connection	1%

Non-Aquatic Spray Applicators 1%

Mechanic Certifications Only

ASE Heavy Equipment / Diesel Certification	1%
ASE Automotive	1%
ASE Certifications / Other as approved	.5% each.

The Mechanic may receive a maximum ASE certification pay of 3% for all combined ASE certification.

12.16.020 Removal.

Proceedings for such removal or destruction shall be initiated by a resolution of the city council, adopted after not less than five days' notice to the owner of the property, which shall describe the property involved and the hazardous condition, and require the owner to make such removal or destruction within ten days after notice is given to the owner of the adoption of the resolution.

(Ord. 476 § 2, 1951)

The Cle Elum Municipal Code is current through Ordinance 1670, passed May 14, 2024.

Disclaimer: The city clerk's office has the official version of the Cle Elum Municipal Code. Users should contact the city clerk's office for ordinances passed subsequent to the ordinance cited here.

[City Website: cityofcleelum.com](http://cityofcleelum.com)

[City Telephone: \(509\) 674-2262](tel:(509)674-2262)

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Kittitas County, Washington
BOARD OF COUNTY COMMISSIONERS

District One
Cory Wright

District Two
Laura Osiadacz

District Three
Brett Wachsmith

To: Lori Nevin
Upper County Senior Center (Putnam Centennial Center)
719 East 3rd Street
Cle Elum, WA 98922

Date: December 20, 2023

Subject: Senior Center Agreement - 2024

From: Julie Kjorsvik, Clerk of the Board

- ☐ Original document returned for your information & records.
- ☐ Copy for your information & records.
- ☐ Please sign and return all enclosed documents to our office at your earliest convenience (*a fully executed document will be returned to you*).
- ☒ Please sign and return a fully executed original back to our office at your earliest convenience.

If you have any questions, please feel free to contact our office at your convenience.
Thank you.

AGREEMENT
UPPER KITTITAS COUNTY SENIOR CENTER
~~**PUTNAM CENTENNIAL CENTER**~~

THIS AGREEMENT, dated this 19th day of December 2023, is made by and between KITTITAS COUNTY, a political subdivision of the State of Washington, hereinafter referred to as the "County" and the UPPER KITTITAS COUNTY SENIOR CENTER (~~Putnam Centennial Center~~), a non-profit organization under the laws of the State of Washington, hereinafter referred to as the "Center."

1. PURPOSE. The purpose of this Agreement is to provide public services which will benefit senior citizens and others in Upper Kittitas County.
 - a. The County enters into this Contract pursuant to the authority granted in RCW 36.01.010 and RCW 36.39.060, and agrees to pay the Center a sum of Forty Thousand dollars (\$40,000.00) payable in equal monthly installments of 1/12th of the total sum in return for the Center's services set out below.
 - b. In return, the Center will provide public services benefiting senior citizens and others in the communities of Upper Kittitas County as set forth herein and consistent with the by-laws of the Center, which states as follows;

"The purpose of the Center shall be the operation to provide a network of services, including health, social, recreation, educational programs and transportation for all members regardless of race, color, creed, sex or national origin. They shall also, upon approval of the Board of Directors, allow the Center to be used for community activities."

Newer

2. SERVICES PROVIDED BY THE CENTER. Areas of service to be provided by the Center, but not limited to, are the following;
 - a. Provision of a meeting space for ~~AARP~~ County meetings and other public meetings which affect senior citizens.
 - b. Serving as an Upper Kittitas County Emergency Shelter (as designated by Kittitas County Board of Commissioners – Resolution 2007-01).
 - c. Provision of personal enrichment, fellowship and other activities for seniors.
 - d. Provision of a meeting place for senior networking lunches for social service agents working with seniors in Upper Kittitas County.
 - e. Provision of a work space for social service agencies serving seniors when such agencies operate in Upper Kittitas County.
 - f. Provision of drop-in activities for seniors.
 - g. Provisions for informational brochures, flyers and pamphlets about services to be made available in the Center's magazine rack and on its bulletin board.

- h. Provisions for a ~~weekly~~ newspaper article and ~~monthly~~ calendar of events to be published to keep seniors informed of scheduled events.
- i. Provision of an informational network for seniors to help access services to meet their needs.
- j. Provision of call-in referral services to direct callers to the appropriate agency to address the nature of their call.
- k. Provision of exercise classes, arts and craft classes, personal enrichment classes, lectures, health care services and other activities.
- l. Provision of adequate space for Kittitas County to provide services as needed to Upper Kittitas County residents. If this agreement is terminated or not renewed, the County and the Center will negotiate an acceptable lease for the space dedicated for County use.

3. TERMS OF AGREEMENT.

- a. Commencement and Renewal of Term: This Agreement shall be in effect for the period between January 1, 2024, and ending December 31, 2024. The parties agree to meet before the end of each calendar year to negotiate the continuation of this Agreement, unless earlier terminated by giving Thirty (30) days written notice to the other party before December 31. However, there is no assurance of renewing this Agreement until both parties have signed a new Agreement.
- b. Termination for Change in Funding: If the funds upon which the County has relied to establish this Agreement are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, the County may terminate this Agreement by providing at least Fifteen (15) days written notice to the Center.
- c. Termination for Convenience: Either party may terminate this Agreement for convenience upon giving the other party at least Sixty (60) days written notice.
- d. Termination for Default or Non-Performance: If either party defaults in its performance under this Agreement, the non-defaulting party may give the defaulting party written notice that it has Fifteen (15) days in which to cure the default. If the defaulting party fails to commence correction of such non-performance within the Fifteen (15) days and fails to diligently complete the correction thereafter, the non-defaulting party may terminate this Agreement. In the event of such termination, the non-defaulting party shall have all rights and remedies available to it under the law.
- e. Payment for Authorized Work: Upon termination for any cause, the Center will be paid for all authorized work performed up to and including the termination date.
- f. Records to be Kept. The Center shall keep adequate records to reflect the services delivered, and such records shall be open to the County's inspection and audit.
- g. County Observation. The County shall have the right to observe the activities conducted in the Center and shall have the right to determine whether said activities meet the requirements of this contract. The Center agrees to make any changes requested by the County with respect to the manner in which it conducts its activities and delivers its services for which it claims reimbursement.

- h. Failure to Comply. Failure to comply with any of the provisions stated in this Agreement shall constitute material breach of contract and be cause for termination.
- i. Public Records. The County respects the confidentiality of information provided to the County. However, any documents provided to the County will become County property and thus public information. To the extent required by law, such documents may be subject to public disclosure requirements.

4. INDEPENDENT RELATIONSHIP OF THE PARTIES.

- a. The parties agree that they are independent entities organized under the laws of the State of Washington operating pursuant to the terms and conditions of this Agreement.
- b. No agent, employee, servant or representative of either party shall be deemed to be an agent, employee, servant or representative of the other party for any purpose, and employees of one party are not entitled to the benefits the other party provides to its employees.
- c. Each party is solely responsible for its acts and the acts of its agents, employees, servants, subcontractors, volunteers or representatives during the term of this Agreement.
- d. In relation to the performance of this Agreement, neither party will hold out itself or any of its officers, agents, employees, servants or representatives as, nor claim status as, an officer, agent, employee, servant or representative of the other and will not claim for itself or its officers, agents, employees, servants or representatives any rights, privileges or benefits which would accrue to an officer, agent, employee, servant or representative of the other.

5. COMPLIANCE WITH LEGAL REQUIREMENTS.

- a. In the performance of this Agreement, each party accepts responsibility for compliance with federal, state and local laws and regulations. The Center specifically agrees to pay any applicable business and occupation (B&O) taxes that may be due on account of this Agreement.
- b. The County is an equal opportunity employer. In the performance of this Agreement, the Center will not discriminate against any employee or applicant for employment on grounds of race, creed, color, national origin, sex, marital status, age, or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular work involved.
 - i. Such nondiscrimination in employment shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships.
 - ii. The Center shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.

- c. In the performance of this Agreement, the Center will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.

6. INSURANCE.

- a. The Center shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Center, its agents, employees, servants or representatives.
- b. The Center is responsible for maintaining the following:
 - i. Automobile liability insurance covering all owned, non-owned, hired and leased vehicles with a minimum combined single limit for bodily injury and property damage of One Million Dollars (\$1,000,000) per accident. If necessary, the policy shall be endorsed to provide contractual liability coverage.
 - ii. Commercial general liability insurance covering liability arising from premises, operations, independent contractors and personal injury and advertising injury, such coverage to be written with limits no less than One Million Dollars (\$1,000,000) per each occurrence and Two Million Dollars (\$2,000,000) general aggregate.
 - iii. Where professionals act on behalf of the Center to perform professional services through the Center, the Center shall obtain professional liability insurance with limits of no less than One Million Dollars (\$1,000,000) per claim and One Million Dollars (\$1,000,000) policy aggregate limit.
 - iv. Where required, the Center shall obtain workers' compensation coverage as mandated by the Washington State Department of Labor and Industries.
 - v. All insurance shall be issued by companies admitted to do business in the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports.
- c. Other Insurance Provisions:
 - i. Kittitas County shall be named as an additional insured under the Center's commercial general liability insurance policy with respect to work performed for the County. The Center must provide to the County a policy of endorsement as evidence of the additional insured coverage, which endorsement must state that the Center's insurance shall not be reduced or cancelled without Thirty (30) Days prior written notice sent to the County by certified mail, return receipt requested.
 - ii. The Center's insurance policies for automobile liability, professional liability and commercial general liability shall provide, or be endorsed to provide, that the Center's insurance coverage shall be primary insurance with respect to the County. Any insurance, self-insurance or insurance pool coverage maintained by the County shall be excess of the Center's insurance and shall not contribute with it.

- d. Verification of Coverage: Upon adoption of this Agreement, the Center shall furnish the County with original certificates and a copy of any amendatory endorsements including, but not limited to, the additional insured endorsement evidencing the Center's insurance requirements. Certificates of insurance and policy endorsements shall be furnished and signed by a person authorized by the respective insurance company to bind coverage on the insurance company's behalf.

7. INDEMNIFICATION AND HOLD HARMLESS.

- a. No liability shall attach to either party by reason of entering into this Agreement except as expressly provided herein.
- b. To the extent of its comparative liability, each party shall indemnify, defend and hold harmless the other party, its departments, elected and appointed officials, agents, employees, servants and representatives, from and against any and all claims, damages, losses, expenses or suits, including reasonable attorney fees and costs, arising out of or resulting from the activities or services undertaken by the Center in meeting its obligations under this Agreement.
- c. It is specifically agreed that the Center shall indemnify and hold harmless the County from all obligations to pay or withhold federal or state taxes or contributions on behalf of the Center or the Center's employees.

8. ASSIGNMENT.

The Center shall not assign its performance under this Agreement or any portion of this Agreement without the express written consent of the County, which consent must be sought in writing by the Center not less than Thirty (30) days prior to the date of any proposed assignment. The County reserves the right to reject without cause any such assignment. If such assignment is authorized by the County, the assignment shall include appropriate safeguards against discrimination. The Center shall take such action as may be required to ensure full compliance with all the above provisions concerning nondiscrimination in employment and in receipt of services or benefits provided under this Agreement.

9. MODIFICATION AND WAIVER.

- a. This Agreement may be amended, superseded, cancelled, renewed or extended and the terms hereof may be waived, only by a written consent signed by the parties or, in the case of a waiver, by the party waiving compliance.
- b. The parties agree that forgiveness of any delay or non-performance of any provision of this Agreement, by any party in exercising any right, power or privilege under this Agreement, does not constitute a waiver of the provisions of this Agreement. No whole or partial waiver on the part of any party of any right, power or privilege under specific circumstances shall operate or be construed as a future waiver of such right, power or privilege.
- c. The rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies that any party may otherwise have at law or in equity, except where this Agreement expressly provides otherwise.

- d. Only the Board of Kittitas County Commissioners is authorized to agree to modifications on behalf of the County.

10. DISPUTE RESOLUTION, JURISDICTION AND VENUE.

This Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance. In the event of a dispute regarding termination of this contract, the County and the Center agree to resolve such dispute through mediation, if possible. In the event that mediation is unsuccessful, the parties agree that the venue for any litigation shall lie in Kittitas County.

11. ENTIRE AGREEMENT.

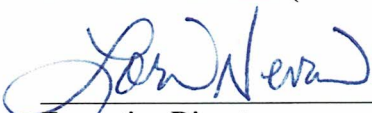
The parties agree that this contract is the complete expression of the parties' Agreement and any oral representations or understandings not incorporated herein, or any other terms not found herein, are excluded.

12. SEVERABILITY.

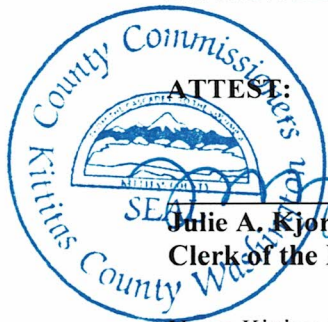
- a. If for any reason, any part, term or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision or part found to be invalid.
- b. If any provision of this Agreement is in conflict with any statutory provision in the State of Washington, said conflicting provision shall be deemed inoperative and null and void as to the extent of said conflict, and this agreement shall be deemed modified to conform to the valid statutory provision.
- c. In the event that any agency of the State of Washington or any federal agency shall issue a formal or informal opinion declaring that this entire Agreement is unlawful or *ultra vires*, or in the event that any court so rules, the Center shall, upon demand of the County, refund to the County any payments hereunder made.

DATED this 19th day of December 2023.

**UPPER KITTITAS COUNTY
SENIOR CENTER (PUTNAM CENTENNIAL)**



Executive Director

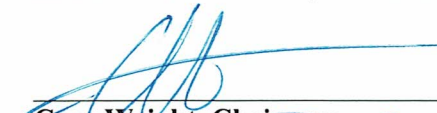


ATTEST:

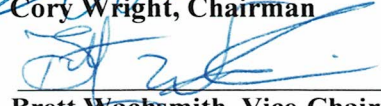


**Julie A. Kjorsvik
Clerk of the Board**

**BOARD OF COUNTY COMMISSIONERS
KITTITAS COUNTY, WASHINGTON**



Cory Wright, Chairman



Brett Wachsmith, Vice-Chairman



Laura Osiadacz, Commissioner

Approved as to form:

Deputy Prosecuting Attorney