

COUNCIL AGENDA

Monday, October 4, 2021



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

Face coverings are currently required for persons attending City Council meetings in person per the Washington Governor's proclamation 20-25.17.

COUNCIL MEETING GUIDELINES FOR PUBLIC PARTICIPATION

All City Council meetings are broadcast on Charter/Spectrum Channel 191 and available to livestream on Ellensburg Community Television at www.ectv2.com or on YouTube at [ECTV Ellensburg](http://ECTV.Ellensburg). You may also attend by phone, only, and listen to the meeting by following the registration instructions under “Remote testimony during the meeting,” below. Once you register, you will be sent a meeting invite with a phone number for the meeting.

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

SUBMISSION OF WRITTEN COMMENTS

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

PROCEDURE FOR REMOTE PARTICIPATION DURING MEETING

1. ***Advance registration is required to provide public comment or hearing testimony via remote meeting attendance.*** Anyone wishing to speak on items under the Agenda must register prior to 7 p.m. the day of the meeting. Register for the meeting at: https://us02web.zoom.us/webinar/register/WN_opVodMSSCysDJLPhxwqSw Once registered, you will receive an email with the meeting link and phone number (for those who wish to call into the meeting).
2. Join the meeting early, as you may need to download the app in advance to participate. Once you've joined the meeting, your camera and microphone will be muted until you are recognized by the Mayor to speak.
3. Please note that there may be several items on the City Council Agenda that will precede the agenda item you wish to address.
4. The Mayor will identify the agenda item and ask if anyone wishes to speak on the matter.
5. Any interested person may provide comments: 1) under Item 7 on non-agenda items, or 2) on any listed agenda items. If you wish to speak, you must:
 - a) Raise your "virtual hand" in the corner of Zoom application on the computer screen or press *9 on your phone. Raising your hand signals the moderator that you wish to speak.
 - b) Wait to be called upon by the Mayor using your name, e-mail, or phone number used to log in to the teleconference.
6. Please state your name, address, and whether you are representing only yourself or others.

PROCEDURE FOR IN-PERSON PARTICIPATION (COUNCIL CHAMBERS)

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

PUBLIC COMMENT RULES FOR ALL MEETING PARTICIPANTS

1. Each speaker's comments are to be limited to 3 MINUTES.
2. Speakers are cautioned not to make comments of a personal, impertinent or derogatory nature.
3. Speakers may not identify themselves as candidates for elective public office or make any statements which assist or discuss the campaign of a candidate for elective office, or discuss or campaign for or against a ballot proposition (unless the ballot proposition is being considered as part of the City Council agenda item).

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

CONSENT AGENDA

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

AGENDA ITEMS

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

PUBLIC HEARINGS

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

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

AMERICANS WITH DISABILITIES ACT

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

**CITY OF ELLENSBURG
COUNCIL AGENDA
Council Chambers
501 North Anderson Street
Ellensburg, WA 98926
And Remotely via Zoom
Monday, October 4, 2021
7:00 PM - Regular Meeting**

Pledge of Allegiance

1. Call to Order and Roll Call

2. Proclamations

- 2.A National Disability Employment Awareness Month Proclamation 7
[National Disability Employment Awareness Month 2021](#)

3. Awards and Recognitions

4. Approval of Agenda

5. Consent Agenda

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

- 5.A Approve Minutes of the September 20, 2021 Regular Meeting 8
[9-20-21 Regular Meeting Minutes](#)
- 5.B Approve Minutes of the September 20, 2021 Study Session 12
[9-20-21 Study Session Minutes](#)
- 5.C Approve Minutes of the September 24, 2021 Special Council Meeting 13
[9-20-21 Study Session Minutes](#)
- 5.D Acknowledge Minutes of Boards and Commissions 14
[Arts Commission - 8/12/21](#)
[Diversity Equity & Inclusion Commission - 8/24/21](#)

- 5.E Collective Bargaining Agreement for 2021-2023 between City and Teamsters Local 760. 22
2021-2023 Teamsters-City Collective Bargaining Agreement (Redline)
2021-2023 Teamsters-City Collective Bargaining Agreement (Final version)

- 5.F Approve University Way Banner Request for Ware Fair - November 29 – December 5, 2021 105
Ware Fair banner request

- 5.G Purchase of Road Deicer 106

- 5.H Accept Resignation of Matt Anderson from the Lodging Tax Advisory Committee 108
Matt Anderson Resignation

- 5.I Approve Voucher Listing for October 4, 2021 109
10-4-2021 Voucher Listing

6. Petitions, Protests, and Communications

- 6.A Board and Commission Applications. 110
B and C Agenda Report Chart 10-4-21
Applications for Appointment

6. Citizen Comment on Non-agenda Issues

7. Business Requiring Public Hearings

- 8.A Public Hearing (Legislative) - 2022 Proposed Revenue Sources Including Property Tax 118
General Fund 2022 Revenue Sources

- 8.B Public Hearing (Legislative) for Adoption of the Ellensburg Housing Action Plan 128
Resolution Adopting Housing Action Plan
Ellensburg Housing Action Plan Public Draft

9. Introduction and Adoption of Ordinances and Resolutions

- 9.A Rezone Application Z13-02, submitted by Stephen Hayden for Friends of the Northern Pacific Depot. 269

10. Unfinished Business

11. New Business

- 11.A Council Funded Grant Program - 2022 Park Partnership Awards 274
Final 2022 Rugby Park Partnership
2022 EHS Park Partnership Program Grant Application
KEEN 2022 Park Partnership Program Grant Application
- 11.B Professional Services Agreement with Aspect Engineering for Gateway II Design
Consultant Agreement for Signature 303

12. Miscellaneous

- 12.A Manager's Report 329
10-4-21 MANAGERS REPORT
- 12.B Councilmembers' Reports

13. Executive Session

14. Adjournment



City of Ellensburg

PROCLAMATION

National Disability Employment Awareness Month October 2021

Whereas, Ellensburg City Council is welcoming and inclusive and dedicated to improving the quality of life for those we serve; and

Whereas, people with a developmental disability are of all racial, ethnic, educational, social, and economic backgrounds, and all are valued members of society who find fulfillment living everyday lives; and

Whereas, workplaces that welcome the talents of all people, including people with disabilities, are a critical part of our efforts to build an inclusive community and strong economy; and

Whereas, people with disabilities are an irreplaceable resource, and we cannot morally or financially afford to lose the contributions that people with disabilities bring, not only to the workplace, but also to mainstream community life; and

Whereas, in the spirit of the Americans With Disabilities Act, we can improve and expand access to education and opportunities for people with disabilities and encourage employers to expand accommodations for their current and future employees and ensure all Ellensburg residents can realize the promise of inclusion.

Now, Therefore, I, Bruce Tabb, Mayor of the City of Ellensburg, on behalf of the City Council, do hereby proclaim October 2021 as National Disability Employment Awareness Month.

Signed this 4th day of October, 2021.

Bruce Tabb, Mayor

Attest: _____
Beth Leader, City Clerk



CITY OF ELLENSBURG

Date of Meeting

Time of Meeting

Place of Meeting

Minutes of City Council, Regular Meeting

September 20, 2021

7:00 PM

Council Chambers 501 North Anderson Street

Ellensburg, WA 98926

and remotely via Zoom

Pledge of Allegiance

Councilmember Lillquist led the Pledge of Allegiance.

1. Call to Order and Roll Call

Roll Call Present: Nancy Goodloe, Tristen Lamb, Nancy Lillquist, David Miller, Mary Morgan, Bruce Tabb, Rich Elliott

Also present in person: City Manager Behrends Cerniwey; City Attorney Weiner; City Clerk Leader; EBDA/CenterFuse Executive Director, Margaret Reich; EBDA Board member, John Perrie; and two members of the public

Present remotely via Zoom: Executive Assistant Gigstead; City Engineering Manager Mayo; Assistant Utilities Director Larsen; Public Works and Utilities Director Lyyski, Planning Manager Ayling; Community Development Director Sackett and five members of the public.

2. Proclamations

2.A. Public Natural Gas and Power Week Proclamation
Councilmember Lillquist read the proclamation.

Councilmember Rich Elliott moved to Approve the Mayor's signature on the Proclamation.
Motion Approved 7-0.

3. Awards and Recognitions

4. Approval of Agenda

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

5. Consent Agenda

5.A. Approve Minutes of September 7, 2021 Regular Meeting

5.B. Acknowledge Minutes of the Ellensburg Business Development Authority Board - August 11, 2021

5.C. Acknowledge Minutes of the Lodging Tax Advisory Committee - August 4, 2021

5.D. Acknowledge Minutes of the Parks and Recreation Commission - May 12 & July 14, 2021

5.E. Approve University Way Banner Request for CWU Homecoming 2021 - October 18 - 24, 2021

5.F. Purchase of new Backhoe Loader for Natural Gas Division. (Quote #R21-22)

5.G. Landowner Agreement with the Recreation and Conservation Office for Yakima River Side Channel at Bull Canal Diversion

5.H. Interlocal Cooperation Agreement Between Kittitas County and the City of Ellensburg for Economic Development Strategic Plan Services

5.I. Approve Voucher Listing for September 20, 2021

Councilmember Mary Morgan moved to Approve Consent Agenda as presented. **Motion Approved 7-0.**

6. Petitions, Protests, and Communications

6.A. COVID-19 Update

Cambron Walker, Kittitas County Health Promotion Project Specialist, gave a report concerning current positive cases and vaccination rates. She also reported on the status of booster shots.

6.B. Board and Commission Appointments

Councilmember Mary Morgan moved to Approve confirmation of the Mayor's appointment of Lilly Park to the Senior Citizen Advisory Committee. **Motion Approved 7-0.**

6.C. CenterFuse Semi-Annual Report

Margaret Reich, CenterFuse Executive Director, was present to review information in the report as of February 2021.

7. Citizen Comment on Non-agenda Issues

There were no comments from the public.

8. Business Requiring Public Hearings

8.A. Resolution to Approve Application for Preliminary Plat Approval (P21-039)

Elliott Whipple – Foster Plat Closed Record Hearing (quasi-judicial)

The Mayor opened the public hearing. Community Development Director, Kirsten Sackett, presented information in the staff report and Planning Manager, Jamey Ayling, answered questions and presented additional information.

There was no testimony presented from the applicant or the public.

Councilmember Mary Morgan moved to Approve adopting Resolution 2021-28 approving the Preliminary Plat application of Foster Subdivision, submitted by Elliott Whipple, agent for property owner, Winegar Properties LLC, and incorporating the Hearing Examiner's September 9, 2021 Corrected Recommended Findings of Fact, Conclusion of Law, Decision and Conditions of Approval. **Motion Approved 7-0.**

9. Introduction and Adoption of Ordinances and Resolutions

9.A. Second Reading of Ordinance 4878 amending the Frequently Flooded Area regulations of Ellensburg City Code Chapter, Title 15 – Land Development Code Community Development Director, Kirsten Sackett, presented information in the staff report.

Councilmember Mary Morgan moved to Approve conducting second reading and adoption of Ordinance 4878 and declare an emergency necessitating that the Ordinance take effect on September 24, 2021. **Motion Approved 7-0.**

9.B. Resolution to Approve Final Plat Application for the French Subdivision (P21-073)

Community Development Director, Kirsten Sackett, presented information in the staff report.

Engineering Manager, Derek Mayo, answered a question regarding potential flooding.

Councilmember Rich Elliott moved to Approve the French Subdivision as Final and authorize the Mayor to sign the final plat of French Subdivision. **Motion Approved 7-0.**

Councilmember Nancy Goodloe moved to Approve Resolution 2021-29 in support of Council's approval of the final plat of the French Subdivision and authorize the Mayor to sign the mylars for the final plat. **Motion Approved 7-0.**

10. Unfinished Business

11. New Business

12. Miscellaneous

12.A. Manager's Report

The City Manager presented information in the report. She also requested a motion to hold a public hearing at the October 4, 2021 meeting.

Councilmember Mary Morgan moved to Approve setting a public hearing for the October 4, 2021 Council meeting for 2022 Revenue Sources. **Motion Approved 7-0.**

The City Manager also requested approval for signatures on the Memorandum of Agreement with Kittitas County for the Economic Development Strategic Plan through the Conference of Governments (COG).

Councilmember Rich Elliott moved to Approve the Mayor's and Councilmember Miller's signatures on the Memorandum of Agreement for the creation of a Kittitas County Economic Development Strategic Plan. **Motion Approved 7-0.**

12.B. Councilmembers' Reports

- Councilmember Miller attended the KCCOG, Council Funded Grant Sub-committee and Washington Forestry Council meetings;
- Councilmember Lillquist attended the Utility Advisory Committee, Environmental Commission, Developmental Disabilities Advisory Committee and Airport Advisory Committee meetings;
- Councilmember Lamb attended Library Board and Arts Commission meetings;
- Councilmember Goodloe attended the Council Funded Grant Sub-committee, DEI commission and Utility Advisory Committee meetings;
- Councilmember Elliott attended Parks & Recreation Commission, EBDA board, and the Fitterer's 125th Anniversary Celebration;
- Mayor Tabb attended the Council Funded Grant Sub-committee and Creative District meetings, Fitterer's 125th Anniversary Celebration, meeting regarding passenger rail service and the LGBTQ open house at CWU

13. Executive Session

Council recessed into executive session at 8:28 pm for approximately 10 minutes and no action was anticipated.

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

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

Council reconvened at 8:37 pm.

14. Adjournment

Meeting adjourned at 8:37 pm

Mayor

ATTEST:

City Clerk



CITY OF ELLENSBURG

Date of Meeting

Time of Meeting

Place of Meeting

Minutes of City Council, Study Session

September 20, 2021

6:00 PM

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

Present: Nancy Goodloe, Tristen Lamb, Nancy Lillquist, David Miller, Bruce Tabb, Rich Elliott

Also present in person: City Manager Behrends Cerniwey; City Attorney Weiner; City Clerk Leader and one member of the public

Present remotely via Zoom: Community Development Sackett; EPD Captain Hansberry; Parks and Recreation Director Case and two members of the public

1. Land Development Code / Zoning Amendments

Community Development Director, Kirsten Sackett, presented information to Council regarding proposed changes to zoning and definitions.

Councilmember Morgan arrived at 6:09 pm

Council asked questions and Council consensus was there would need to be additional time scheduled to discuss the issues involved with any changes.

2. ATVs and other wheeled devices on public roads

Ellensburg Police Department Captain, Dan Hansberry, presented information concerning the request to allow ATVs to run on public roadways within the city. Council asked questions of Captain Hansberry. Council consensus was to not take action on this request at this time. The City Manager explained there might be a request from CWU in the future regarding electric bikes and scooters.

3. Council Retreat Preparation

Due to lack of time, it was decided this item would be discussed during the Manager's Report on the Regular Agenda.

Meeting adjourned at 6:55 pm

Mayor

ATTEST:

City Clerk



CITY OF ELLENSBURG

Date of Meeting

Time of Meeting

Place of Meeting

Minutes of City Council Retreat

September 24, 2021

8:00 am

CWU Wellington Event Center, Ellensburg, WA

1. **Call to Order.** City Manager, Heidi Behrends Cerniwey called the meeting to order at 8:04 a.m.

Councilmembers Present: Rich Elliott, Tristen Lamb, Nancy Goodloe, Nancy Lillquist, Mary Morgan, David Miller (8:06 a.m.), and Mayor Tabb (8:10 a.m.).

Staff Present: Heidi Behrends Cerniwey, Terry Weiner, Ken Wade, Kirsten Sackett, Brad Case, Ryan Lyyski, Lisa Young, Josephine Camarillo, Jerica Pascoe, Nicole Klauss, and Laurie Gigstead.

Facilitator: Mowery, SGR.

2. Discussed City priorities and milestones.
3. The meeting was adjourned at 3:50 p.m.

Mayor

ATTEST: _____
City Clerk



Ellensburg Arts Commission Meeting Minutes

Regular Meeting

Thursday, August 12, 2021 4:00 pm

ZOOM

Commissioners Present:

Alex Eyre, Monica Miller, Laura Bobovski, Gwen Budnik, Jerry Dougherty, Brian Kooser, Cassandra Town

Commissioners/Others Absent: Tristen Lamb (Council Liaison)

Others Present: Staff Liaison Josephine Camarillo, Nicole Klauss (PIO)

Call to Order: Eyre called the meeting to order at 4:01pm

Guests: Renee and Trevor Fyall

Approval of Agenda: Motion made by Dougherty to accept agenda; seconded by Town. Motion passed.

Citizen Comment on Non-Agenda Items – None

Guest Speaker/Presenter/Correspondence –

Approval of Minutes from June 10, 2021: Dougherty motioned to accept minutes. Seconded by Eyre. Approved.

Budget/Financial Report- Deferred to Spending Plan under New Business

New Business

Renee and Trevor Fyall presented their mural request for their building located at 215 E. 4th Ave. Mural design would be a botanical abstract in white only on the side and back of building.

MOTION made by Miller approving Fyall Mural proposal to Landmarks and Design Commission.

Seconded by Dougherty. Motion passed.

2021/22 Spending Plan presented and discussed. Bus Shelter artwork fabrication were paid from EAC funds. Commission not clear if this was an approved expenditure. Josephine will research past minutes and agenda reports to find documentation.

Old Business

11th Bus Shelter Update- Artist Brooklin Shelley in process of revising artwork into proper format. She will be submitting reformatted artwork by August 16.

Rotary Pavilion- Art installation to come down end of Sept. 2021. Artist scheduled to return to site and will be asked if she would like to take it down herself and install in new permanent site. Beau Snow notified already to possibly house the art piece at EHS.

MOTION made by Miller to create a loan agreement with EHS to house and display Vichayapai artwork. Eyre seconded. Motion passed. Josephine will ask Terry for agreement example similar to MMS.

Subcommittee Business

1. Funding – Cassandra and Jerry reviewed grant application. Jerry will meet with Nicole to finalize and make ready for upload and announcement. Deadline will be October 29th at 5pm. Review of applications at November meeting. November date TBD.
2. Public Art – Alex continuing to work on plaques. Jerry picked up Herring print for framing. Five new pieces to be installed in Adult Activity Center.
3. Advocacy/Public Relations – Cultural Assessment task force formed in preparation for Creative District Grant. Still need a formal plan and would like to involve community to create a community vision. Currently looking for key stakeholders, perhaps EAC could fund phase one. Need to start community sessions, then design strategy, Ona well experienced. ARP grant cannot pay for planning. Stakeholders need to be 100% committed.

MOTION made by Miller proposing EAC commit \$20,000 to process. Seconded by Dougherty.

- a. Discussion- Town proposes pay phase 1 and 2 at \$13,000 out of \$29,000, Jerry proposes to pay for phase 1 and need commitment from stakeholders. Modified motion, Motion to fund phase 1 and 2, Phase 3 contingent on commitment from other partners.

Amended....Fund phase 1

- b. Amended motion \$13000

MOTION AMMENDED for EAC to encumber \$13,000 towards a cultural strategic assessment study, contingent on \$16,000 commitment from other funding financial participation including other municipal or community stakeholders. Passed, Gwen and Laura oppose

- c. *Does it need to go out to bid, can we award Centerfuse the \$13,000*

4. Art Walk – Losing venues, 8 or 9 left. Dropped venues include Chamber, Restoration, Edward Jones, CWU on Main, and the Mule. Signs are in bad condition. Josephine will send Laura list of venues to update.

Unscheduled Business

Announcements

GIA conference <https://www.giarts.org/2021-gia-conference-plurality-power-and-belonging>
<https://www.westaf.org/2021-creative-vitality-summit/>
<https://artiststhrive.org/2021-summit#>

Next Meeting will be held: September 9, 2021

Submitted by Josephine Camarillo, Staff Liaison
Minutes approved:

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



DIVERSITY, EQUITY & INCLUSION COMMISSION (DEI)
August 24, 2021 Regular Meeting
(3:00 to 4:30 p.m.) Remote Meeting via Zoom

Members Present: Delores (Kandee) Cleary, Tylene Carnell, Landis Hanson, Sara Omrani, Daniel Amos and Nancy Goodloe (chair)

Members Absent: Veronica Acevedo

Also present: Nicole Klauss, Public Information Officer (Recording Secretary); Kirsten Sackett, Community Development Director; Stacey Henderson, Senior Planner; Heidi Behrends Cerniwey, City manager; and 2 members of the public.

1. CALL TO ORDER / INTRODUCTIONS

Chair Nancy Goodloe called the meeting to order at 3:00 p.m.

2. APPROVAL OF MINUTES FROM August 10, 2021 MEETING

Motion: Commissioner Kandee Cleary moved to approve the minutes from the August 10, 2021 DEI Commission Meeting, and Commissioner Landis Hanson seconded. All in favor of the motion; motion passed.

NEW BUSINESS

3. REVIEW DRAFT DEI CHAPTER OF COMPREHENSIVE PLAN

City senior planner Stacey Henderson said she incorporated feedback from the previous DEI Commission meeting into the latest draft of the DEI Comprehensive Plan chapter, but also received additional feedback that she wanted to ask the commission about. In the narrative section, Henderson added definitions of diversity, equity and inclusion.

The Commission discussed edits to the draft. Henderson said there were some sections that were too specific for a comprehensive plan but belong somewhere else like in a specific list of plans the commission can address later. Henderson has started a list of those items.

Chair Goodloe suggested City Council have a matrix that they use to grade their policy decisions to make sure that equity and inclusion and diversity are not left out. That would be a way to make sure the policies going through City Council are being seen through the equity lens.

The Commission will have the opportunity to review one more revised draft of the DEI Chapter of the comprehensive plan before it goes to the next step of the process. Community Development Director Kirsten Sackett said the Planning Commission and City Council may also suggest edits to the document. Henderson explained what a SEPA review involves.

Commissioner Hanson requested adding a section for commissioner updates to future agendas.

4. LISTENING TOUR TRAINING & UPDATES

Commissioner Carnell and Commissioner Amos reported on their recent listening session.



Commissioner Carnell said the process worked well. They started by explaining what the listening tour was and that the DEI Commission is attempting to reach additional voices. They provided a copy of the questions to participants and tried to stay focused on the questions.

Commissioner Amos said they received thorough answers, and sometimes the same thing came up with more than one question. There was a natural ending after about 80 minutes.

Commissioner Carnell said these conversations need to be ongoing and opportunities for these conversations need to be ongoing because the population is going to continue changing.

Chair Goodloe said it's important for the participants to understand the sessions are confidential and anonymous. Commissioners will take notes, but participant names will never be mentioned. No quote will be associated with any one individual.

Chair Goodloe reminded the commission to reach out to the groups identified at a previous meeting.

Chair Goodloe asked if we had anyone to read the Hispanic Heritage Proclamation. Commissioner Omrani will pass along a contact's info to Nicole Klauss to follow up.

5. PUBLIC COMMENT

Chair Goodloe called for public comment; there was none.

6. COMMISSIONER REPORT

Commissioner Hanson brought up CWU's Center for Cultural Innovation and said the plans for it were trashed. Commissioner Cleary provided an update on the project and said the new student government was no longer supporting Old Heat being converted into it because they want it in the center of campus.

The meeting adjourned at 4:20 p.m.

Respectfully Submitted by
Nicole Klauss
Recording Secretary
Drafted: 8/31/21
Approved: 9/14/21



209 North Ruby Street, Ellensburg, WA 98926

LIBRARY BOARD MEETING

Tuesday, July 13, 2021

ZOOM

PRESENT: Marty Blackson, Andreina Delgado, Loretta Gray, Mary James, Andrea Sledge

COUNCIL LIASON: Tristen Lamb,

ABSENT: Mary Holmgren, Julie Cloninger

STAFF: Sue Hart

I. CALL TO ORDER: Blackson called the meeting to order at 4:34 p.m.

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

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

IV. Citizen Comment/Suggestions: None

V. Reports

A. Director's Report: (1) Staff attended various community meetings. (2) Library and Hal Holmes continue to return to normal. Hal Holmes served as a cooling station. (3) SRP has started. (4) Technical Services has both added and deleted items from the collection. (5) Circulation of physical items is up.

B. Budget Report: Waiting for current budget report.

C. Friends' Report: Book Barn is going to re-open.

VI. Old Business

A. None

VII. New Business

A. Library restrictions have been lifted.

VIII. Upcoming Programs/Events: (1) June 21-August 8 SRP: Online activities for youth, teens and adults (2) July 7: Free Book Give-Away for kids

IX. Unscheduled Business: None.

Next regular meeting will be September 14, 2021. Location: TBA.

Respectfully submitted,
Loretta Gray



CITY OF ELLENSBURG

Utility Advisory Committee

Date of Meeting

August 19, 2021

Time of Meeting

3:30 PM

Place of Meeting

Council Conference & remotely via GoTo Meeting

Nancy Lillquist, Chairperson, term expires May 31, 2022

Ed Barry, Vice Chairperson, term expires May 31, 2023

Nancy Goodloe, City Council, term expires May 31, 2024

Gary Gleason, CWU, term expires May 31, 2022

Bryan Clark, KITTCOM, term expires May 31, 2023

Jim Goeben, Telecommunications Utility customer. term expires May 31, 2023

Nate Sitton, City Utility Customer, term expires May 31, 2023

1. CALL TO ORDER

Chair Lillquist called the meeting to order at 3:30 pm.

2. ROLL CALL

Members present: Nancy Lillquist, Chair; Ed Barry, Vice Chair; Nancy Goodloe, City Council; Gary Gleason, CWU; Nate Sitton, City Utility Customer; Jim Goeben, Telecom.

Also present: Darren Larsen, Assistant Utilities Director; Darin Yusi, Gas Engineer; Kim Bowie, Operations Analyst; Buddy Stanavich, Power & Gas Manager; Nicole Klauss, Public Information Officer. Derek Mayo, Engineering Services Manager; Ben Faubion, IT & Telecomm Manager; Terry Weiner, City Attorney; Heidi Behrends Cerniwey, City Manager; Bill Lovell, CWU; Jon Morrow, Stormwater Manager; Paul Meyer, Electrical Engineer; Bradley Campbell, Light Engineering Tech; Meghan Anderson; Paula McMinn; Judy Hinrichs; Fred Padjen; Dave Dunbar; Liz Wise; Barry Brunson.

3. APPROVAL OF MINUTES

3.A. Approve minutes - July 15th, 2021 regular meeting minutes

Ed Barry moved to approve the minutes. Sitton seconded. All in favor; **motion approved.**

4. APPROVAL OF CONSENT AGENDA

Consent items have been distributed to committee members in advance for study and will be enacted by one motion. If separate discussion is desired on an item, that item may be removed from the Consent Agenda and placed on the Regular Agenda at the request of a committee member or at the request of a member of the public with concurrence of a committee member.

5. CORRESPONDENCE AND CITIZEN COMMENTS ON NON-AGENDA ITEMS

No Correspondence.

6. TELECOMMUNICATIONS UTILITY ITEMS

6.A. Telecommunications Issues and Updates

Ben Faubion gave an update for the Telecom utility.

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

7.A. Dolarway (D1) Substation Design and Improvements Agreement for Professional Services

Ed Barry move the committee forward a favorable recommendation to City Council to execute the Dolarway substation design and improvements agreement for professional services with D. Hittle & Associates. Sitton seconded. All in favor; **motion approved.**

7.B. Provide Comment on Two Comprehensive Plan Submissions

Buddy Stanavich gave a staff report on items submitted to be discussed regarding the comprehensive plan. Meghan Anderson shared a presentation proposing capital improvements toward renewable (solar) energy generation. Fred Padjen spoke in support of Meghan's proposal. Judy Hinrichs and Paula McMinn also spoke in support of Meghan's proposal. David Dunbar suggested to eliminate natural gas incentives and reevaluate the gas system utility. After an extensive discussion, the Committee will continue to discuss looking into hiring a consultant for an energy resource evaluation. Gary Gleason move the committee to table the conversation until the next meeting. Barry seconded. Gleason/Lillquist/Sitton/Barry in favor, Goodloe opposed; **motion approved.**

8. INFORMATIONAL ITEMS

8.A. Public Works & Utilities Issues and Updates

Derek Mayo informed the committee of the water main break on University Way & Water Street. Jon Morrow mentioned this fall he will be working with CWU to reroute Wilson Creek off Brook Lane and through the challenge course on 18th Ave. Darren Larsen gave updates for the Gas and Light utilities.

9. NEXT MEETING

9.A. September 16th, 2021 at 3:30 pm

10. ADJOURNMENT

With no further discussion, the meeting adjourned at 5:10 pm.

Kim Bowie
Recording Secretary
Drafted: 8/24/2021
Approved: 9/16/21



CITY COUNCIL AGENDA REPORT

City Council Meeting Date:	October 4, 2021
Item Title/Agenda Subject:	Collective Bargaining Agreement for 2021-2023 between City and Teamsters Local 760.
Submitted by:	Terry Weiner City Attorney Department
Recommended Action or Motion:	Authorize the Mayor and City Manager to sign the Collective Bargaining Agreement for 2021-2023, in substantially similar form, between the City of Ellensburg and Teamsters Local 760, and make the necessary budget adjustment for 2021 as set forth in the Agenda Report.
Background/Summary:	Staff has completed negotiations for a new Collective Bargaining Agreement ("Agreement") with the Teamsters Local 760, whose members are all employees of the Water, Wastewater Treatment, Streets, Parks, Shop, Warehouse and Gas Divisions of the Public Works & Utilities and Parks and Recreation departments. Negotiations transpired over the course of approximately five months. A tentative Agreement has been reached between the parties' negotiating teams, has been ratified by the bargaining unit's members, and is now brought before the City Council for approval. The parties' current agreement expired December 31, 2020. Negotiations occurred over multiple meetings between April and August of this year. Both parties, as typical, started negotiations with proposals on a variety of economic and non-economic (operational) issues. A Tentative Agreement was reached on over a 16 separate revisions of the contract in addition to the wage schedules, and was ratified by the Union membership on September 8, 2021. The proposed Agreement is attached in both a legislative (showing the changes) and final version.
Previous Council Action:	None.
Analysis:	The bargaining unit members' wages schedules are included in three appendices. Appendix A includes employees in the Street, Water, Parks, Warehouse and Shop divisions;

Appendix B includes employees of the Wastewater Treatment Facility; and Appendix C includes employees of the Gas Division. Based on the City's study of comparable wages in other jurisdictions, market adjustments have been included for employees in the applicable classifications for Appendix B and C for 2021. The general wage increases were agreed to as follows:

Appendix A – Street, Water, Parks, Warehouse & Shop employees

<u>1/1/2021</u>	<u>1/1/2022</u>	<u>1/1/2023</u>
4.0%	2.5%	2.5%

Appendix B – Wastewater Treatment Facility employees

<u>1/1/2021</u>	<u>1/1/2022</u>	<u>1/1/2023</u>
8.0%	2.5%	2.5%

Appendix C – Natural Gas employees

<u>1 /1/2021</u>	<u>1/1/2022</u>	<u>1/1/2023</u>
5.1%	3.0%	2.5%

The City's contributions to the existing footwear (boots) and tool allowances were increased by marginal amounts, and the final settlement also included a one-time signing bonus of \$750 per employee.

The Agreement includes several new proposals by the City, including indexed wages for positions requiring certification, an annual cap on comp time accruals for standby time, the ability to extend the probationary period for new employees by up to six months, and an overhaul of the Commercial Drivers License (CDL) training program.

Financial Impact:

The estimated increase in wage and benefit costs (retroactive to January 1) from the proposed Agreement is approximately \$885,142. The average compounded annual increase will be 3.10%. The impact on the 2021/2022 Biennial Budget will require amendments during the Mid-Biennial Review budget adjustment process later this year. This increase will not affect current budgeted service levels. The increase for 2023 will be budgeted within the respective calendar year budget.

Attachments:

[2021-2023 Teamsters-City Collective Bargaining Agreement \(Redline\)](#)
[2021-2023 Teamsters-City Collective Bargaining Agreement \(Final version\)](#)

PUBLIC WORKS AGREEMENT
By and Between
CITY OF ELLENSBURG, WASHINGTON
and
GENERAL TEAMSTERS LOCAL NO. 760

JANUARY 1, ~~2018~~ 2021 to DECEMBER 31, ~~2020-2021~~ 2023

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PUBLIC WORKS AGREEMENT
By and Between
CITY OF ELLENSBURG, WASHINGTON
and
GENERAL TEAMSTERS LOCAL NO. 760

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

ARTICLE 1 - PURPOSE OF AGREEMENT

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

ARTICLE 2 - RECOGNITION

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

ARTICLE 3 - UNION SECURITY AND DUES CHECK-OFF

3.1 ~~It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing, and those who are not members in good standing on the effective date of this Agreement, shall, on the thirtieth (30th) calendar day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the thirtieth (30th) calendar day following the beginning of such employment become and remain members in good standing in the Union. When the Employer hires a new employee recognized as a position covered in this collective bargaining agreement, the Employer shall, within seven (7) calendar days of the date of employment, notify the Union in writing giving the name, social security number, hire date, address and classification of the employee hired.~~

~~3.1.1 Should bonafide religious convictions of an employee dictate the employee may not join a Union, the employee shall be required to pay an amount equivalent to the Union initiation fee and monthly dues to a charity mutually agreed upon by the employee and the Union. If such employee(s) 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(s) for the reasonable cost of using such procedure.~~

~~3.2 In the event an employee fails to apply for or maintain the employee's membership in the Union as required in Section 3.1 or 3.1.1 of this Agreement, the Employer shall suspend without pay such employee on the fourteenth (14th) calendar day after receipt of a written notice from the Union of this fact, unless prior to the fourteenth (14th) calendar day such employee reinstates the employee's good standing with the Union, or becomes a member of the Union.~~

~~3.3 When the Employer hires a new employee recognized as a position covered in this collective bargaining agreement, the Employer shall, within seven (7) calendar days of the date of employment, notify the Union in writing giving the name, social security number, hire date, address and classification of the employee hired.~~

~~3.4 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 and/or service fees, as prescribed in the "voluntary check-off" form. The full amount of monies so 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 from and against any and all claims, demands, lawsuits, orders or judgments arising from the administration and effects of this Section.~~

~~3.42 Dues Processing. The Union will notify the Employer of its initiation fees and dues. When provided a "voluntary check-off" authorization in the form furnished by the Union and signed by an employee, the Employer agrees to deduct from the employee's pay, the Union's applicable dues and/or service fees, as prescribed in the "voluntary check-off" form. The full amount of monies so 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 from and against any and all claims, demands, lawsuits, orders or judgments arising from the administration and effects of this Section.~~

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

3.4 Indemnification and Hold Harmless. The Union agrees to indemnify and save the Employer harmless against any liability which may arise by reason of any action taken by the Employer to comply with the provisions of this Article. The Employer will promptly notify the Union in writing of any claim, demand, suit or other form of liability asserted against it relating to its implementation of this Article.

ARTICLE 4 - RIGHTS OF PARTIES

4.1 Management Rights: The management of the operation and the direction of the working forces, including the right to hire, suspend or discharge for just cause, to assign to jobs, to transfer within the bargaining unit, to increase and decrease the working force, to determine services to be provided, the schedules and the methods of providing these services are vested

exclusively in the Employer, provided this will not be used for the purpose of discrimination against any employee or to avoid any of the provisions of this Agreement.

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

ARTICLE 5 - DEFINITIONS OF EMPLOYEES

5.1 Temporary Student Laborer - A temporary student laborer shall work under the provisions of this Agreement and shall be paid not less than ~~forty-eight percent (48%) above the state minimum wage rate as established by RCW 49.46.020~~ seventy percent (70%) of the regular hourly rate for the Park Maintenance Tech position in Appendix A, for the actual hours worked only, except the employee shall not be entitled to receive any fringe benefits except as may be specifically provided in Article 8, and may be discharged without further recourse. Temporary student laborers may be employed between April 1 and October 30, of any calendar year, provided that they do not number more than one (1) temporary for each two (2) regular employees of the bargaining unit within any calendar year. No one (1) temporary student laborer may be employed longer than five (5) months during the period between April 1 and October 30, and during such period may not be required to join the union, ~~but the Union may require that such employee pay a service fee equal to one (1) month's dues to the Union for any month in which the employee received compensation of sixty (60) hours or more.~~

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

5.1.2 Temporary employees shall not be used to indefinitely fill positions held by regular full-time employees. Additionally, for the period May through September of each year, one (1) temporary employee may be used in the Parks Division to perform work on Saturdays and Sundays at their normal straight time wage rate with the overtime pay provisions to apply in cases of time worked over eight (8) hours per day and forty (40) hours per week.

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

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

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

5.5 Whenever the term "regular and probationary" is used in this Agreement, the term is intended to mean only full-time and part-time employees as defined in Sections 5.2, 5.3 and 5.4 above. Temporary employees defined in Sections 5.1, 5.1.1 and 5.1.2 are not covered by the provisions of Sections 5.2, 5.3 and 5.4.

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

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

ARTICLE 6 - SENIORITY

6.1 No employee shall acquire seniority until the employee has become a regular employee. A regular employee is one who has completed six (6) calendar months of service with the Employer since the employee's first (1st) day of employment within the bargaining unit. A list of employees arranged in order of seniority with the Employer and departmental seniority shall be given to the Union upon request. Should more than one (1) employee have the same hire date, seniority shall be established by date of application. Temporary employees or temporary student laborers shall not accrue seniority.

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

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

6.2.1 voluntarily leaves the service of the Employer

6.2.2 is discharged for just cause

6.2.3 is laid off for a period in excess of twelve (12) consecutive calendar months.

6.2.4 Does not receive fringe benefit compensation for a period in excess of twelve (12) consecutive calendar months following an illness or injury.

6.2.5 Accepts a position with the employer outside the bargaining unit for a period in excess of sixty (60) calendar days, or longer by mutual agreement between the parties.

6.2.6 Fails to make arrangements to return to work upon recall from an indefinite lay-off within fourteen (14) calendar days after receipt of written notice from the Employer at the employee's last known address appearing on the Employer's records.

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

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

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

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

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

ARTICLE 7 - PROMOTION - POSTING - TRIAL PERIOD - DEMOTION

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

7.1.1 An employee promoted to a higher paying job classification listed in Appendix A or B shall receive on the effective date of the promotion either ninety percent (90%) of the hourly wage rate listed for that classification or a five percent (5%) wage increase not to exceed the

listed hourly wage rate, whichever is greater. After successful completion of the trial period set forth in Section 7.5, the promoted employee shall receive one hundred percent (100%) of the hourly wage rate for the higher paying classification.

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

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

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

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

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

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

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

7.7 In the case of elimination of a supervisory position within the bargaining unit, the supervisor affected shall have the opportunity to return to the rank and file bargaining unit, provided the

employee is qualified to perform the work available. In the event the supervisory position is re-established, the supervisor affected shall have first opportunity to return to the supervisory position, provided the employee is qualified to perform the work. In the event the Employer determines the supervisor is not qualified to return to do rank and file bargaining unit assignments or to re-assume the supervisory work, the Employer must show sufficient cause for not retaining or re-promoting such employee.

ARTICLE 8 - DEFINED LEAVES

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

8.1.1 Regular part-time employees shall accrue sick leave on a pro-rata basis not to exceed twelve (12) working days per year, based upon the employee's compensated hours. Temporary and student employees shall be entitled to accrue sick leave on a pro-rata basis of one hour of paid sick leave for every forty hours worked as an employee.

8.1.2 Sick leave may be utilized when an employee is incapacitated from the performance of assigned duties by reason of sickness, mental disability or injury resulting from causes beyond the employee's control, or, when through exposure to contagious diseases, the presence of the employee would jeopardize the health of others, or when an employee receives medical, dental or vision care, or when leave has been granted pursuant to Section 8.12. Sick leave may also be utilized for the following reasons:

- 1) The employee's own short-term disability, sickness or illness; or
- 2) To care for a family member with an emergency, a serious health condition as defined in the FMLA or Washington State Family Care Act (WFCA), to care for a child with a health condition that requires treatment or supervision or to care for a wife or child while incapacitated as a result of pregnancy/childbirth; or
- 3) Health care appointments that cannot be scheduled during non-work hours including travel time in excess of one working day must be approved by the department head; or
- 4) For any reason authorized in the Washington Paid Sick Leave act (WPSL) RCW 49.46.210, or other reasons allowed or mandated under state and/or federal law.

8.1.3 A deduction of one (1) working day of sick leave credit shall be made for each full day's absence due to illness, injury, or medical treatment related to pregnancy or care of a family member with an illness, injury, health condition, preventative care, and/or other reasons as stated in the WPSL. Should an eligible employee use less than one (1) full working day of sick leave, such sick leave will be deducted for the actual time away from the job on an half (1/2) hour-for-half (1/2) hour basis.

8.1.4 For those employees working a four ten-hour (4-10) day schedule, the accumulated sick leave pay shall be payable at the rate of one (1) day, ten (10) hours, pay per day at the straight time rate.

8.2 Notification of sick leave absence shall be given to the employee's immediate supervisor on the first (1st) day of absence, no later than within one hour prior to the assigned shift on the first day, and shall keep the employer apprised of each subsequent day(s) of absence. Failure to provide timely notification may constitute cause for loss of leave.

8.3 Whenever an employee is off duty on vacation, bank day(s), employee choice day, or compensatory time off, and becomes sick or disabled, the employee may charge such absence to the employee's accumulated sick leave account by satisfactory notice to the Employer pursuant to Section 8.2. The scheduled time off shall be deferred to a later time.

8.4 When an employee is absent for a period in excess of three (3) consecutive work days, the employee shall obtain and submit a doctor's statement verifying the need for leave to the Human Resources Department. The employee must provide the verification within ten (10) days of the initial absence. If the Employer disagrees with the employee's physician, the Employer may require an employee to be examined by a physician of the City's choice. The reason for an examination request must be provided in writing by the Employer prior to said examination. The examination and employee's time spent beyond regular work hours complying with said request will be paid for by the Employer.

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

8.5 Bereavement Leave - In the event of death or illness in an employee's immediate family, the employee may be absent from duty for a total of five (5) days in one (1) calendar year. Such absence shall be charged against the employee's sick leave accrual. The notification procedures for sick leave contained in Section 8.2 of this contract shall apply. Such authorized absence beyond the initial five (5) day limit shall also be charged to the employee's sick leave account. Any absences beyond the initial five (5) day limit shall be restricted to death or serious medical problems in the immediate family and shall require the prior approval of the immediate supervisor. Any unauthorized use of the above sick leave as outlined in this section is not eligible for charge to the sick leave accruals and may result in disciplinary action. Immediate family shall be defined as follows: spouse, Washington State Domestic Partnership partner, children (regardless of age) (including step-children of the employee), mother, father, parent (including biological, adopted, foster, step, legal guardian, in loco parentis and de facto), brother, sister, mother or father-in-law; son or daughter-in-law, grandchild and grandparents, of the employee or the employee's spouse, or a more distant relative if living in the same household.

8.6 Maternity Leave: No female employee will be required to leave work at the expiration of any arbitrary time period during pregnancy, but will be allowed to work as long as the employee is able to safely perform the duties of the employee's job. Periodic reports from the employee's

physician concerning the advisability of continuing work may be required. Absence for maternity may be charged against any sick leave accrued, then charged against any holiday time, vacation, or bank day(s), as may have been accrued. A medical leave of absence for maternity may be granted by the City Manager in accordance with the provisions of City ordinances with regard to leaves of absence without pay. It is understood that both parties will work together to comply with the applicable provisions of state and federal law to the extent that it addresses the issue of maternity leave and mandates certain policies upon units of local government in the State of Washington.

8.7 Childbirth Leave: ~~An employee may be absent for the birth of the child by the employee's lawful spouse or person whom the employee has continuously resided with for a minimum of six (6) months. Unless extended by the employee's department head, the absence will be limited to not more than three (3) consecutive calendar days and shall be deducted from the employee's sick leave accrual.~~ An employee is entitled to take a leave of absence for the childbirth, bonding or placement for adoption or foster care and thereafter return to her or his job as long as the employee fulfills the notice requirements in accordance with Washington's Paid Family & Medical Leave Law.

8.8 Any employee covered by this Agreement who is injured while on the employee's regular job and, as a result, is unable to return to work as determined by the State Department of Labor & Industries or is excused by the employee's Department Head, shall be compensated by the Employer in an amount equal to the difference between the employee's regular salary and those monies paid by the state. Additional lost time resulting from the same injury shall not be charged to accrued sick leave until the total amount of lost time exceeds 984 hours equivalent of one hundred twenty-three (123) eight (8) hour working days. After 984 hours, the employee's sick leave pay shall be integrated with the State Worker's Temporary Disability Compensation schedule of benefits so that the sum of the daily sick leave allowance hereunder and the State Disability daily benefits shall not exceed one hundred percent (100%) of the regular daily rate at straight time for any one (1) day. Should it be determined by the Washington State Department of Labor and Industries that an employee has become permanently disabled as a result of an injury covered by State Industrial Insurance and as a result thereof terminate compensation payments, payments by the Employer shall terminate at the same time except that the Employer shall continue to pay such disabled employee until the employee has been paid the employee's accumulated vacation, and sick leave, by first paying the employee's accrued sick leave at a rate of one-half (1/2) day for each working day absent until such sick leave has been exhausted, and then by paying the employee's accrued vacation at a rate of one-half (1/2) day for each working day absent until such vacation has been exhausted. There shall be no additional accrual of sick leave or vacation during the time the Employer is making these payments to the permanently disabled employee. A regular part-time employee's benefits under this section are paid on a pro-rated basis.

8.9 Military Leave: Regular employees who are active members of the National Guard, Armed Forces or any organized reserve of Armed Forces of the United States, shall be entitled to and granted military leave of absence from their employment for the period not exceeding twenty-one (21) working days during each year beginning October 1 and ending September 30. Such leave shall be granted in order that they may take part in active training duty in such manner and at such time as they may be ordered to active training duty. Such military leave shall be in

addition to any vacation or sick leave to which they might otherwise be entitled, and shall not involve any loss of efficiency rating, privileges, or pay. During the period of military leave, they shall receive their normal pay.

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

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

8.12 The parties recognize the application of Title 49.46, 49.78 and 49.12 RCW and the Federal Family and Medical Leave Act of 1993 to this Agreement. This recognition is not intended to reduce any additional benefit provided by the collective bargaining agreement. When there is a difference in benefits between the Federal Act and the State RCW's, the affected employee shall receive the greater benefit of the two (2).

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

ARTICLE 9 - WITNESS OR JURY DUTY

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

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

9.3 When called to testify as a witness or if subpoenaed in any matter during or arising out of the employee's employment and if required to appear in any court of competent jurisdiction, any employee's time so used shall be subject to the terms of this Article.

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

10.1 Regular Hours of Work (5-8's) - Eight (8) consecutive hours, 7:30 a.m. to 4:00 p.m., exclusive of lunch time which shall be one-half (1/2) hour, shall constitute a normal work day. Reasonable lunch travel time will be allowed between the job site and the City Shop. During the months of March, April, May, June, July, August, September, and October, the normal work day shall be 7:00 a.m. to 3:30 p.m.; provided, however, during the month of March employees in the Gas Division shall remain on a 7:30 a.m. to 4:00 p.m. work day if their work, in the sole judgment of the Energy Services Director, is impacted by active seasonal construction. Five (5) consecutive work days, Monday through Friday, shall constitute the normal work week. All hours over eight (8) hours per day and forty (40) hours per week shall be paid for at double (2 times) the employee's regular hourly straight-time rate. Overtime shall be paid in increments of one-half (1/2) hour. If an employee is required to work through their lunch period and is unable to take a lunch break within one hour of the employee's regularly scheduled lunch period, the employee will receive overtime pay for the missed lunch period in addition to pay for hours actually worked that day. Employees scheduled to work on a Saturday or Sunday shall receive one dollar and fifty cents (\$1.50) per hour in addition to their regular hourly rate when not working on an overtime or callout basis.

10.1.1 In the parks division only, a Tuesday through Saturday, Wednesday through Sunday, or Sunday through Thursday work week may be applicable to new hires or voluntary transferees after the date of ratification. Current parks employees may volunteer, but will not be forced to work such schedules. Shift start times will be those referenced in Section 10.1.

10.1.2 Overtime assignments shall be filled as follows:

10.1.2.1 Crews working on project work requiring overtime will be given the opportunity to volunteer to hold over and continue working at the end of their scheduled shift. Otherwise, scheduled overtime shall be bid by seniority from the most senior employee to the least senior employee within the division. The employer reserves the right to limit overtime bidding for jobs requiring specific technical experience to those employees with the technical experience (employees with the most seniority get to bid for the overtime first).

10.1.2.2 Unscheduled overtime shall be offered by Division Seniority to those employees with the technical experience required for the work to be completed.

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

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

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

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

10.4 The employee's working time shall be computed as beginning with the time the employee reports for work to the City Yard as assigned, and ending with the time the employee is released from duty. Employees shall be allowed two (2) rest periods of fifteen (15) minutes each in the form of 15 minute breaks in the mid-morning and midafternoon at the job site, or at the City Shop or Wastewater Treatment Facility. Both rest periods may be combined into one (1) thirty (30) minute period by mutual consent with the Employer. If a thirty (30) minute break is taken, it shall be taken at the City Shop or Wastewater Treatment Facility, whichever is appropriate, and not exceed thirty (30) minutes in that location. Travel time will be excluded from the above thirty (30) minute break, but it is expected travel time will not normally exceed ten (10) minutes each way.

10.5 Compensatory Time, at the request of the employee and with the agreement of the Employer, can be taken in lieu of overtime on the basis of two (2) hours off for each hour of overtime worked, subject to the provisions of F.L.S.A.; provided, compensatory time may accrue to the maximum limit of eighty (80) compensatory hours per year. When taken, compensatory time will be paid at the employee's regular hourly rate.

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

ARTICLE 11 - PREMIUM TIME - STANDBY TIME

11.1 Cement finishing premium. When an employee performs the duty of a cement finisher, i.e. finishing, edging, or floating cement but not including form work, pouring, grading or screeding,

in excess of two hours in any one work day, then the employee shall be paid an additional fifty cents (\$0.50) per hour for each hour worked. This shall be inclusive of overtime work.

11.2 Other premium time. A premium of an additional fifty cents (\$0.50) per hour shall be paid to all employees for hours worked between 5:00 p.m. and 6:00 a.m. of any working day and when not working on an overtime basis. This section shall not apply to an employee working on a schedule of four (4) ten (10) hour days unless the employee is working a night or swingshift schedule.

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

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

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

11.6 All employees assigned to standby duty shall be guaranteed a minimum pay equal to ten (10) hours pay at their classified rate for each week of standby assignment. All employees will have the option of taking the standby time as pay or placed into a comp time bank subject to the restrictions on accrual of comp time in section 10.5. Said employees will receive an additional two (2) hours pay for each of the nine (9) holidays they are assigned to standby. This shall be in addition to their regular pay. If an employee is unable to complete standby for a full seven (7) day period, the employee shall receive a minimum of one (1) hour pay at the regular hourly rate for each weekday on standby duty and ~~two (2)~~ two and one-half (2 ½) hours pay at the same rate for each Saturday, Sunday or holiday on standby duty.

11.7 Replacement of an employee on standby duty because of incapacity shall be the next scheduled standby employee. The replacement shall be paid at the rate established in Section 11.6 above.

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

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

11.10 When called out to perform work while on a standby basis, the standby employee shall be paid at the rate of double (2) the employee's classified rate for each hour worked, providing that a minimum of two (2) hours shall be paid for the initial call out. A separate call out shall be

defined as a call out received after the two (2) hours provided for in the initial call out has elapsed and a second call out is received. All pay for work performed while on a tour of standby shall be in addition to the regular standby pay.

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

ARTICLE 12 - HOLIDAYS

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

Dated Holidays

New Year's Day

M.L. King Day

Presidents' Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Five (5) Employee Choice Days

12.1.1 "Employee choice days" shall be scheduled off by mutual agreement between the Employer and the employee(s). Employee choice days shall not be carried over from year to year.

12.1.2 Employees shall not be entitled to utilize employee choice days during their probationary period, except when said probationary period extends beyond December 31st of that year, in which case the employee may take the employee's earned employee choice day(s) prior to the end of the year.

12.2 A regular part-time employee shall receive pro-rata holiday pay based on the employee's average hours worked during the four (4) calendar weeks immediately preceding the holiday which falls within the employee's work period.

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

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

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

ARTICLE 13 - VACATIONS - BANK DAYS

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

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

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

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

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

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

ARTICLE 14 - CLASSIFICATIONS - WAGE RATES - OTHER PROVISIONS

14.1 See attached Appendix A - Street, Water, Park, Warehouse and Shop Employees

14.2 See attached Appendix B - Wastewater Treatment Facility Employees

14.3 See attached Appendix C - Natural Gas Employees

(The above-mentioned Appendices are attached hereto and incorporated by this reference.)

14.4 An employee shall not receive more than 95% of the established wage for a classification until such time as the employee has attained the required certification(s) required for the

position. This provision shall only apply to employees hired after the effective date of this agreement.

14.5 Regular full-time employees will receive a one-time lump sum payment in the amount of Seven-hundred and fifty Dollars and no/100's (\$750.00), less applicable payroll taxes. To be able to receive this lump sum payment, the employee must be on the Employer's payroll as a member of the bargaining unit on the Agreement approval date following the signatures shown in Article 29.1. This one-time payment will not become part of the employee's regular wage in future years.

ARTICLE 15 - PAY ARRANGEMENTS

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

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

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

- (a) ~~Regular full time employees hired after January 1, 1986, shall not be entitled to compensation for any unused sick leave. Regular full time employees who were employed by the Employer as of 1/1/86 shall be entitled to one half (1/2) of their accrued sick leave, to a maximum of one half (1/2) of one hundred twenty (120) sick leave days.~~
- (ba) Accrued and unused holiday(s), vacation, and bank day compensation.
- (eb) Overtime for which pay has been authorized.
- (dc) Accrued and unpaid wages.
- (ed) Any deduction necessary through the pro-ration of employee choice days on the basis of five-twelfths (5/12) times the number of months in the calendar year.

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

15.3.1 The City will maintain a VEBA Health Reimbursement Arrangement (HRA) plan and recognize General Teamsters Local No. 760 as a collective bargaining group, and each Division

of the City (Water, Wastewater Treatment Facility, Street, Parks, Shop, Warehouse and Gas) as a separate group ("Divisional VEBA Group") for purposes of establishing separate VEBA Divisional Group accounts; each bargaining unit member of a Division that has voted to participate in the VEBA plan shall be a member of the particular Teamsters Divisional VEBA Group and will have an individual VEBA account. The Employer will contribute a fixed dollar amount per pay period, predetermined by an annual vote of the Divisional VEBA Group in December of the prior year; the same amount of wages will be withheld from each employee's wages per pay period to fund this Employer contribution. In addition, at retirement or separation of a Divisional VEBA Group member, a percentage of the member's accrued bank days and vacation days will be contributed by the Employer into the plan, again predetermined by an annual vote of the Divisional VEBA Group employees in December of each year; the member's bank day and vacation balances will be reduced commensurately.

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

ARTICLE 16 - DISCIPLINARY PROCEDURES

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

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

16.2 The complaint specified in such prior written warning notice shall be for a similar type of misconduct as the cause for discharge or suspension. No such written warning notice shall remain in effect for a period of more than twenty-four (24) months for the purpose of imposing progressive discipline, but may be retained by the Employer for thirty-six (36) months. A copy of such written warning notice shall be sent to the Union at the time it is given to the employee.

16.3 An employee may request an investigation of the employee's discharge, suspension, or any written warning notice and the Union shall have the right to protest any such discharge,

suspension or written warning notice. Any such protest shall be presented to the Employer in writing within fourteen (14) calendar days, after the discharge, suspension or written warning notice, and if not presented within such period, the right of protest shall be waived.

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

ARTICLE 17 - GRIEVANCE AND ARBITRATION PROCEDURE

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

17.1.1 Division Head as used in this section shall be the Assistant Public Works Director in the Street, Shop, Warehouse, Water, and Wastewater Treatment Facility Divisions, the Assistant Utilities Director, Gas Operations Supervisor in the Gas Division of the ~~Energy Services~~Public Works & Utilities Department, and the Parks & Recreation Director.

17.2 An employee having a concern which the employee feels could be a grievance shall bring up the matter within fourteen (14) calendar days of the concern giving rise to the grievance, or within fourteen (14) calendar days after such matter became known to the employee, or it shall be deemed waived. The employee is to first (1st) discuss the matter with the employee's foreperson (or if the employee is a foreperson then with the employee's division head), to provide an opportunity for clarification and/or appropriate adjustment, consistent with the terms of this Agreement. The employee shall have the option of being accompanied by the employee's Union representative if the employee feels that it is necessary.

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

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

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

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

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

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

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

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

ARTICLE 18 - HEALTH CARE BENEFIT PROGRAM

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

18.1.1 Effective January 1, ~~2015~~2021, UEBT Health and Welfare Plan A-5 ~~\$1361.00~~ 1386.00 per month, plus Time Loss IV, contribution rate \$25.00 per month (~~\$1386.00~~ 1401.00 total).

18.1.2 Effective January 1, ~~2015~~2021 WTWT Dental Plan A, contribution rate ~~\$130.50~~ 120.50 per month.

18.1.3 Effective January 1, ~~2015~~2021, Vision Plan EXT, contribution rate ~~\$14.90~~ 17.10 per month.

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

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

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

ARTICLE 19 - LIFE - AD & D PLAN

19.1 Part-time employees shall be eligible for enrollment in the City's insurance group coverage program, provided they work a minimum of twenty-five (25) hours per week, along with all other employees who meet the enrollment requirements and who work a minimum of twenty-five (25) hours per week, shall be provided \$25,000 life insurance through the Employer's Group Life Insurance Program; ~~provided however, part-time employees who were covered employees under the terms of this contract as of January 1, 2018, shall be eligible for such benefits provided they work a minimum of twenty (20) hours per week.~~

ARTICLE 20 - REMITTANCE FOR EMPLOYEE BENEFIT PLANS

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

ARTICLE 21 - FRINGE BENEFIT BOOKLETS & SELF-PREMIUM PAYMENTS

21.1 Each employee has been provided a copy of this Labor Agreement and current copies of the various fringe benefit booklets named in Articles 18, and 19. It is the responsibility of the employee to read these fringe benefit booklets in order to become familiar with the various plans and determine when the employee will become eligible for each benefit. If an employee

misplaces any of the plan booklets, the employee should contact the Local Union office or Plan Administrator for a replacement copy.

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

ARTICLE 22 - TRUST FUND DELINQUENCIES

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

ARTICLE 23 - ACCEPTANCE OF TRUSTS

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

ARTICLE 24 - GENERAL PROVISIONS

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

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

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

24.4 Medical Exams - Any physical examination, T.B. skin test, X-rays, required by the Employer, shall be taken on Employer time and shall be paid by the Employer, provided said services are performed at a medical facility by a physician or institution specified by the Employer. However, an employee may instead utilize a medical professional of their choice for the purpose of obtaining the physical examination required for Commercial Driver's license certification, and the Employer will reimburse the employee up to a maximum of \$150.00 per year for such cost.

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

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

1) The Employer shall first give the Union timely notice of the proposal and offer to meet and bargain with the Union concerning the proposal.

2) In the event agreement cannot be obtained the procedures of Article 17, Grievance and Arbitration Procedure, shall apply.

3) The only issues for arbitration shall be whether the transfer, contract or subcontract of work is in the public interest or represents a major financial advantage to the City.

24.6.1 Use of Volunteers.

(a) The Employer reserves the right to use voluntary labor by community and/or civic organizations, individuals and persons performing mandatory community service, provided said usage will continue to be pre-authorized by the Union Steward, which pre-authorization shall not be unreasonably withheld.

(b) Additionally, the Employer is authorized to use jail labor for the purpose of litter control and general clean up in the City. Use of jail labor will be arranged and supervised by the Employer through the Kittitas County Jail. No bargaining unit member will be required to supervise this jail labor, nor will any bargaining unit member be held responsible, in any manner,

for the issuance or accounting of equipment to, or loss or damage of equipment used by, jail labor. Jail labor is defined as those inmates incarcerated in the Kittitas County Jail.

(c) The use of volunteer and jail labor will not be pursued for the purpose of displacement of bargaining unit work.

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

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

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

24.9 Commercial Driver's License (CDL) - Employees whose job duties require possession of a valid Washington State CDL shall obtain and maintain such license. The well established and mutually recognized practice of other bargaining unit employees voluntarily obtaining and maintaining a CDL will continue so that the operational needs of the City can be met, especially in cases of emergency. The City will pay the costs of driver's training, licensing and physical examination necessary to maintain a CDL. Reimbursement for the cost of a CDL physical will be in accordance with the provisions of section 24.4. If an employee loses their CDL certification, they shall have six months from the date of expiring to regain their CDL or be subject to dismissal.

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

- 1) The City offers the position to the candidate and the employee will report to work.
 - a. Employee will have six (6) months from their hire date to attain their CDL or they will not pass the trial period and may be subject to separation from employment.
 - b. Employee will not be assigned to the On-Call roster until their CDL has been attained.

2) The City will pay the costs associated with attaining a CDL in the form of a loan with a mutually agreed training school. A written agreement between the employee and City will be required. The employee has the option of attending a Class "A" or "B" training along with various endorsements. These costs shall be as specified:

- a. The cost of drivers training class will be at the Employee's expense with a loan agreement
- b. Physical evaluation, licensing, hotel and travel costs will be at the City's expense
- c. The employee will receive eight (8) hours per day straight pay while attending class (no overtime will be allowed). If in the best interest of the class, an employee may work a 4-10 schedule during class and be paid ten (10) hours per day straight pay while attending class (no overtime will be allowed).

3) The City will track the costs associated with the employee attaining their CDL, for which the employee will be responsible for repaying to the City under the loan agreement. Repayment of the CDL drivers training class will be through dividing the total costs over a 24-month period and deducting an equal amount from each paycheck (48 payroll deductions).

4) If the employee is terminated or resigns prior to repayment of all CDL fees to the City, the remaining CDL fees will be deducted from employee's final paycheck pursuant to the loan agreement. If the employee still has a remaining unpaid balance owed to the City after deduction from their final paycheck, the City will bill the employee directly for the remaining amount.

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

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

(b) To inform bargaining unit members of the status of contract negotiations in a group meeting, usually within two (2) days of the negotiation session, lasting no longer than fifteen (15) minutes to be held before the employee lunch period; and

(c) To transmit messages and information, which shall originate with, and are authorized by the Local Union or its officers, provided such messages and information:

(1) have been reduced to writing; or

(2) if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Employer's business.

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

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

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

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

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

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

ARTICLE 25 - TEMPORARY ASSIGNMENTS/CLASSIFICATIONS

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

25.2 Whenever two (2) or more employees but less than ten (10) are supervised by an employee of the bargaining unit who is given responsibility for the work performed, that employee shall receive seventy-five cents (\$.75) per hour in addition to the employee's regular rate as leadperson's pay during the time that the employee exercises supervision.

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

25.4 Heavy Equipment operators who operate heavy equipment in the performance of work for the Gas Division shall be paid at rate of Gas Journeyperson. Street restoration shall not be considered Gas Division work.

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

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

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

25.5.3 Provided further, that equipment operators who operate equipment in the performance of work for the Light Division shall be paid at the rate established for ~~head-groundperson~~ equipment operator in the IBEW agreement, and that shop personnel who do cutting and welding of special items of equipment for the Light Division shall be paid at the rate established for journeyperson in the IBEW agreement. Employees not operating equipment shall be paid at the rate of the head groundperson.

ARTICLE 26 - WORKING CONDITIONS

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

26.1.1 Footgear: The Employer shall provide an annual footgear allowance of two hundred ~~fifty~~seventy-five dollars (~~\$250~~\$275) to each regular full time employee. Such allowance shall be paid to the employee in the first paycheck in March of each contract year. Temporary employees and newly-hired employees starting employment after February shall not be entitled to the footgear allowance for that year.

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

26.3 The Employer agrees to provide an adequate, dry and safe storage place for the storage of mechanics' tools which may be necessary in the performance of the employee's work. The Employer agrees that while such tools are in the Employer's custody and providing that the employee has locked these tools in an adequate tool box, and further, that the loss is not caused through negligence of the employee, the Employer will carry insurance or assume liability to cover the full replacement value of such tools which may be lost because of fire, flood, or theft. A monthly tool replacement fee of ~~eighty-ninety~~ dollars (~~\$80.00~~\$90.00) shall be paid to employees required to work with their own hand tools.

26.4 Where new types of equipment and/or operations for which rates of pay are not established by this Agreement are put into use after January 1, 1991, within operations covered by this Agreement, rates governing such operations shall be subject to negotiations between the parties. If the parties cannot agree, the issue of rates of pay shall be submitted to arbitration in accordance with Article 17, Section 17.4. Rates agreed upon or awarded shall be effective as of the date equipment is put into use.

ARTICLE 27 - PERSONNEL FILES

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

27.2 The Employer will notify an employee, in writing, of any derogatory or negative report that is placed in the employee's file within ten (10) calendar days of such action, which may be used by the Employer for the purpose of imposing progressive discipline for a period of two (2) years. After three (3) years, any derogatory or negative material, other than yearly evaluations, will be expunged from the employee's file.

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

ARTICLE 28 - SAVINGS CLAUSE

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

ARTICLE 29 - TERM OF AGREEMENT

29.1 This Agreement shall be in full force and effect from January 1, ~~2018~~2021 and shall remain in full force and effect through December 31, ~~2020~~2023. Either party may, upon six calendar months' notice prior to the date of expiration, give notice to terminate or amend to the other party. In the event only notice to amend is given, the Agreement shall remain in effect while the parties negotiate amendments.

For the CITY OF ELLENSBURG

For GENERAL TEAMSTERS, LOCAL 760

By _____
City Manager

By _____
Secretary - Treasurer

By _____
Mayor

Date _____

By _____
City Attorney

APPENDIX A
STREET, WATER, PARK, WAREHOUSE & SHOP EMPLOYEES

ARTICLE 1A - CLASSIFICATION AND HOURLY WAGE RATES

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

CLASSIFICATION	1/1/2017	1/1/2018	7/1/2018	1/1/2019	7/1/2019	1/1/2020
	(Former)	(2.0%)	(1.0%)	(2.0%)	(1.0%)	(3.0%)
Foreperson (Warehouse & Shop)	\$30.60	\$31.21	\$31.52	\$32.15	\$32.48	\$33.45
Foreperson (Street)	\$30.60	\$31.21	\$31.52	\$32.15	\$32.48	\$33.45
Foreperson (Parks & Water)	\$30.60	\$31.21	\$31.52	\$32.15	\$32.48	\$33.45
Lead Equipment Mechanic	\$28.48	\$29.86	\$30.16	\$30.76	\$31.07	\$32.00
Equipment Mechanic	\$27.88	\$28.44	\$28.72	\$29.30	\$29.59	\$30.48
Plant Maintenance	\$26.60	\$27.13	\$27.40	\$27.95	\$28.23	\$29.08
Cross Connection Cont. Spec.	\$26.31	\$26.84	\$27.10	\$27.65	\$27.92	\$28.76
Senior Pipeperson	\$26.31	\$26.84	\$27.10	\$27.65	\$27.92	\$28.76
Heavy Equipment Operator	\$26.31	\$26.84	\$27.10	\$27.65	\$27.92	\$28.76
Park Maintenance Tech	\$26.31	\$26.84	\$27.10	\$27.65	\$27.92	\$28.76
Warehouseperson	\$26.79	\$27.33	\$27.60	\$28.15	\$28.43	\$29.29
Temporary Laborer	See Article 5, Section 5.1.1					
Temporary Student Laborer (48% above State minimum wage per Article 5.1)	\$12.42	\$17.02	\$17.02	\$17.76	\$17.76	\$19.98

CLASSIFICATION	1/1/2020	1/1/2021	1/1/2022	1/1/2023
	Former	4.0%	2.5%	2.5%
Foreperson (Warehouse & Shop)	\$33.45	\$38.27	\$39.23	\$40.21
Foreperson (Street & Water)	\$33.45	\$38.27	\$39.23	\$40.21
Foreperson (Parks)	\$33.45	\$38.27	\$39.23	\$40.21
Lead Equipment Mechanic	\$32.00	\$33.28	\$34.11	\$34.96
Equipment Mechanic	\$30.48	\$31.70	\$32.49	\$33.30
Plant Maintenance	\$29.08	\$30.24	\$31.00	\$31.77
Cross Connection Cont. Spec.	\$28.76	\$29.91	\$30.66	\$31.42
Senior Pipeperson	\$28.76	\$29.91	\$30.66	\$31.42
Heavy Equipment Operator	\$28.76	\$29.91	\$30.66	\$31.42
Park Maintenance Tech	\$28.76	\$29.91	\$30.66	\$31.42
Warehouseperson	\$29.29	\$30.46	\$31.22	\$32.00
Temporary Laborer	See Article 5, Section 5.1.1			
Temporary Student Laborer	\$19.98	See Article 5, Section 5.1		

NOTE: The Foreperson wage rate is 15% above the ~~Plant Maintenance~~ highest paid employee's base rate in Appendix A. Lead Mechanic will receive 5% above Equipment Mechanic base wage in recognition of the additional duties performed by the Lead Mechanic beyond those required for Temporary Assignments/Classifications under Article 25.2, including training responsibility as a certified Forklift Instructor.

Effective January 1, ~~2018~~2021, the ~~2017~~2020 wage rates contained in Section 1.A.1 shall be increased by ~~two~~ four percent (~~2.0~~ 4.0 %). ~~Effective July 1, 2018, the January 1, 2018 wage rates contained in Section 1.A.1 shall be increased by one percent (1.0%).~~ Effective January 1, ~~2019~~2022, the January 1, ~~2018~~2021 wage rates contained in Section 1.A.1 shall be increased by ~~one~~ two and one-half percent (~~1.0~~ 2.5 %). Effective January 1, ~~2019~~2023, the ~~July~~ January 1, ~~2018~~2022 wage rates contained in Section 1.A.1 shall be increased by ~~two~~ and one-half percent (~~2.0~~ 2.5 %). ~~Effective July 1, 2019, the January 1, 2019 wage rates contained in Section 1.A.1 shall be increased by one percent (1.0%).~~ Effective January 1, ~~2020~~2023, the ~~July~~ January 1, ~~2019~~2022 wage rates contained in Section 1.A.1 shall be increased by ~~three percent~~ two and one-half (~~3.0~~ 2.5 %).

ARTICLE 2A – WAGE ADJUSTMENTS

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

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

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

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

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

2.A.4 Effective January 1, ~~2018~~2021, Water Division employee wage rates contained in Section 2.A.1 will be adjusted as follows:

Base wage + 2% increase for WDM3 certification*
Base wage + 4% increase for WDM4 certification*

* Only applies to employees of the Water Division of Public Works

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

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

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APPENDIX B
WASTEWATER TREATMENT FACILITY EMPLOYEES

ARTICLE 1B – CLASSIFICATION AND HOURLY WAGE RATES

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

CLASSIFICATION	1/1/2017	1/1/2018	7/1/2018	1/1/2019	7/1/2019	1/1/2020
	(Former)	(2.0%)	(1.0%)	(2.0%)	(1.0%)	(3.0%)
Foreperson	\$31.57	\$32.20	\$32.52	\$33.17	\$33.51	\$34.51
Pretreatment Operator	\$26.31	\$26.84	\$27.10	\$27.65	\$27.92	\$28.76
Plant Maintenance Mechanic/Operator	\$27.45	\$28.00	\$28.28	\$28.84	\$29.13	\$30.01
Lab-Tech., Operator	\$27.45	\$28.00	\$28.28	\$28.84	\$29.13	\$30.01
Treatment Plant Operator	\$27.45	\$28.00	\$28.28	\$28.84	\$29.13	\$30.01
Collection Serviceperson	\$26.31	\$26.84	\$27.10	\$27.65	\$27.92	\$28.76
Temporary Laborer	See Article 5, Section 5.1.1					
Temporary Student Laborer (48% above State minimum wage per Article 5.1)	\$12.42	\$17.02	\$17.02	\$17.76	\$17.76	\$19.98

CLASSIFICATION	1/1/2020	1/1/2021	1/1/2022	1/1/2023
	(Former)	8.0%*	2.5%	2.5%
Foreperson	\$34.51	\$38.27	\$39.23	\$40.21
Pretreatment Operator	\$28.76	\$31.06	\$31.84	\$32.63
Plant Maintenance Mechanic/Operator	\$30.01	\$32.41	\$33.22	\$34.05
Lab-Tech., Operator	\$30.01	\$32.41	\$33.22	\$34.05
Treatment Plant Operator	\$30.01	\$32.41	\$33.22	\$34.05
Collection Serviceperson	\$28.76	\$31.06	\$31.84	\$32.63
Temporary Laborer	See Article 5, Section 5.1.1			
Temporary Student Laborer	\$19.98	See Article 5, Section 5.1		

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

Effective January 1, ~~2018~~2021, the ~~2017~~2020 wage rates contained in Section 1.B.1 shall be increased by ~~two~~ eight percent (~~2.0~~ 8.0 %). Effective July 1, 2018, the January 1, 2018 wage rates contained in Section 1.B.1 shall be increased by ~~one~~ percent (~~1.0~~ %). Effective January 1, ~~2019~~2022, the January 1, ~~2018~~2021 wage rates contained in Section 1.b.1 shall be increased by ~~one~~ two and one-half percent (~~1.0~~ 2.5 %). Effective January 1, ~~2019~~2023, the ~~July~~ January 1,

~~2018~~2022 wage rates contained in Section 1.B.1 shall be increased by two and one-half percent (2.02.5 %). ~~Effective July 1, 2019, the January 1, 2019 wage rates contained in Section 1.B.1 shall be increased by one percent (1.0%).~~ Effective January 1, 20202023, the ~~July~~ January 1, 20192022 wage rates contained in Section 1.B.1 shall be increased by ~~three~~ two and one-half percent (3.02.5 %).

*The 8.0% increase for 2021 is inclusive of both a general wage increase and market adjustment for the year.

ARTICLE 2B - WAGE ADJUSTMENTS

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

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

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

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

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

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

Base wage + 2% increase for WW3 certification*

Base wage + 4% increase for WW4 certification*

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

2.B.5 Wastewater Treatment Facility Operator/Mechanic employees shall be required to have or obtain WW2 certification within twelve (12) months of becoming eligible to obtain the certification, but in no event more than three (3) years after the date of the employee's hiring into the position. This provision shall only apply to employees hired after the effective date of this agreement.

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

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

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

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

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

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

3.B.4 Special Holiday Provision: When New Year's Day, M. L. King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving Day, and Christmas Day are a scheduled work day for a Wastewater Treatment Facility employee, the employee shall be compensated at double (2 times) the employee's hourly rate of pay. Any other

recognized holiday which is a scheduled workday shall be compensated for at the straight time hourly rate of pay. Furthermore, the employee shall receive an additional day off, for each holiday worked, compensated for at the straight time hourly rate of pay and such day off shall be scheduled by mutual agreement between the employee and the Employer and shall accrue to a maximum of eighty (80) hours at any given time. Such days off may be used in conjunction with vacation. Employees will be allowed the opportunity to schedule an alternate day off in lieu of a holiday occurring on their regular day off. These day(s) off in lieu of the holiday are to be scheduled by mutual agreement with the Foreperson.

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

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APPENDIX C
NATURAL GAS EMPLOYEES

ARTICLE 1C - CLASSIFICATION AND HOURLY WAGE RATES

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

CLASSIFICATION	1/1/2017	1/1/2018 (Wage Adjustment)	1/1/2018	7/1/2018	1/1/2019 (Wage Adjustment)	1/1/2019	7/1/2019	1/1/2020 (Wage Adjustment)	1/1/2020
	(Former)	(3.0%)	(2.0%)	(1.0%)	(2.0%)	(2.0%)	(1.0%)	(2.0%)	(3.0%)
Gas Foreperson	\$41.87	\$43.13	\$43.99	\$44.43	\$45.32	\$46.22	\$46.69	\$47.62	\$49.05
Gas Journeyperson	\$36.39	\$37.48	\$38.23	\$38.61	\$39.39	\$40.17	\$40.58	\$41.39	\$42.63
Gas Customer Serviceperson	\$36.39	\$37.48	\$38.23	\$38.61	\$39.39	\$40.17	\$40.58	\$41.39	\$42.63
Gas Meterperson	\$38.95	\$40.12	\$40.92	\$41.33	\$42.16	\$43.00	\$43.43	\$44.30	\$45.63
Gas Technician	See 1.C.4								
Temporary Laborer	See Article 5, Section 5.1.1								
Temporary Student Laborer (48% above State minimum wage per Article 5.1)	\$12.42	\$17.02	\$17.02	\$17.02	\$17.76	\$17.76	\$17.76	\$19.98	\$19.98

CLASSIFICATION	1/1/2020	1/1/2021	1/1/2022	1/1/2023
	Former	5.1%*	3.0%	2.5%
Gas Foreperson	\$49.05	\$51.55	\$53.10	\$54.43
Gas Journeyperson	\$42.63	\$44.80	\$46.15	\$47.30
Gas Customer Serviceperson	\$42.63	\$44.80	\$46.15	\$47.30
Gas Meterperson	\$45.63	\$48.39	\$49.84	\$51.09
Gas Technician	See 1.C.4			
Temporary Laborer	See Article 5, Section 5.1.1			
Temporary Student Laborer	\$19.98	See Article 5, Section 5.1		

NOTE: The Foreperson wage rate is 15% above the Gas Journeyperson rate. The Gas Meterperson wage rate is 78% above the Gas Journeyperson wage rate.

Effective January 1, 2018, the 2017 base wage rates contained in Section 1.C.1 shall be adjusted by an increase of three percent (3.0 %). Effective January 1, 2019, the July 1, 2018 base wage rates contained in Section 1.C.1 shall be adjusted by an increase of two percent (2.0 %). Effective January 1, 2020, the July 1, 2019 base rates contained in Section 1.C.1 shall be adjusted by an increase of two percent (2.0%).

Effective January 1, 2021, the 2020 wage rates contained in Section 1.C.1 shall be increased by a total of five and one-tenth ~~two~~ percent (5.1 %). Effective January 1, 2022, the January 1, 2021 wage rates contained in Section 1.C.1 shall be increased by

~~one three percent (1.03.0%).~~ Effective January 1, ~~2019~~2023, the January 1, ~~2018~~2022 wage rates contained in Section 1.C.1 shall be increased by two ~~and one-half percent (2.0 2.5%).~~ Effective July 1, ~~2019~~, the January 1, ~~2019~~ wage rates contained in Section 1.C.1 shall be increased by one percent (1.0%). Effective January 1, ~~2020~~, the July 1, ~~2019~~ wage rates contained in Section 1.C.1 shall be increased by three percent (3.0 %).

*The 5.1% increase for 2021 is inclusive of both a general wage increase and market adjustment for the year.

1.C.1.1 The Gas Customer Serviceperson shall work eight (8) consecutive hours, 8:00 a.m. to 4:30 p.m., exclusive of lunch time which shall be one-half (1/2) hour. This schedule shall remain in effect all twelve (12) months of the year. This work schedule and the Gas Customer Serviceperson wage rate shall apply to any employee replacing the Gas Customer Serviceperson. Replacement work shall be offered by seniority and in cases of less than a week's replacement notice where the employee's normal start time is changed to that of the Customer Serviceperson, the employee shall receive a wage rate that is five percent (5%) above that of the Journeyperson wage rate.

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

1.C.3 The Gas Division Supervisor may do bargaining unit work for purposes of training, instruction and emergencies beyond the control of the Employer, or when bargaining unit personnel are unavailable.

1.C.4 Gas Division Technician: A Gas Division Technician is an employee that may be used by the Employer in a capacity other than Apprentice, Customer Serviceperson or Journeyperson, but will be considered journey qualified upon completion of the final step of the Apprentice program. The Technician's position will include four (4) steps with wage and advancement progression to be the same percentages and length as contained in Section 2.C.1. Technicians will be placed into a Journeyperson or Customer Serviceperson position if qualified and there exists a need to fill openings to comply with the minimum staffing provision. Journey qualified Technician will begin receiving the top Journeyperson wage rate once the fourth (4th) step of the Apprentice program is completed and the final exam passed. All Technicians must complete the fourth (4th) step of the Apprentice program to be considered Journey qualified and be eligible for a Journeyperson position. ~~The Employer will place Technicians into the fourth (4th) step of the Apprentice program the November following completion of Technician step III.~~ If there exists a full complement of Gas Division staff and, the Employer wishes to add another Journeyperson, the Employer may hire a Journeyperson from the outside or use existing Apprentices or Technicians at its option. All Technician positions will be offered first to bargaining unit members.

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

record of all Journeyperson and Customer Serviceperson positions filled after the effective date of this amendment, noting whether the position was filled by a Technician or by a qualified Journeyperson or Customer Serviceperson hired from the outside.

1.C.4.1 Bargaining unit employees who successfully bid into the Technician classification will retain their right of return to the position held prior to promotion for sixty (60) or one hundred twenty (120) calendar days, ~~as applicable (see Section 7.5 of the contract)~~. The successful bidder must meet the Gas Division welding qualifications within one hundred twenty (120) calendar days or they will be returned to the position held prior to promotion. The Employer agrees to provide the successful bidder with a minimum of eighty (80) hours of supervised welding training during the one hundred twenty (120) calendar day period. Supervised welding training is intended to mean sufficient supervision to reasonably assure successful completion of the welding qualifications requirements. The employee shall continue to receive the employee's current wage rate prior to promotion or the appropriate Technician wage rate, whichever is greater. Wage progression thereafter shall be pursuant to the provisions of Sections 1.C.4.

1.C.4.2 The wage progression steps and percentages for newly hired Technicians may be accelerated based on experience and performance.

ARTICLE 2C - APPRENTICE WAGE RATE

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

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

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

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

ARTICLE 3C - APPRENTICE PROGRAM

3.C.1 GENERAL STATEMENT: Effective October 1, 1994, an apprenticeship program will be established in the Gas Division. The apprentice program and the specific tasks and duties required of the apprentice will be contained in the Gas Mainfitter Apprentice Training Program (City of Ellensburg – Gas #567) and, as circumstances change, revisions to the program may be

made by the Joint Apprenticeship Training Committee (JATC). ~~The JATC will not make disciplinary decisions.~~

~~3.C.2 In view of the nature of the business of the Employer and of the inherent responsibility of the Employer to provide the maximum in highly skilled service, it is essential that apprentices be broadly trained in all the aspects of their craft. To accomplish this purpose, each apprentice is to be provided with systematic work experience and off the job related instruction. The Standards of Apprenticeship have been prepared by representatives of the City of Ellensburg Gas Division in Ellensburg, Washington and representatives of the General Teamsters Local No. 760, of Yakima, Washington and assisted by the Department of Labor and Industries, Apprenticeship Section. These Standards of Apprenticeship have been approved by and registered with the Washington State Apprenticeship Training Council (WSATC).~~

~~3.C.3 The following terms as used in subsequent sections are defined as follows:~~

~~—— (a) “Apprentice” shall mean an employee who has entered into the Apprentice classification to learn the Gas Journey person craft and who has signed an Apprenticeship Agreement with the Employer.~~

~~—— (b) “Apprenticeship Agreement” shall mean a written agreement between the Employer and the person employed as an apprentice.~~

~~—— (c) “Joint Apprenticeship Committee” is that committee consisting of four (4) members, of which two (2) are selected by the Employer and two (2) are selected by the Union. The committee is responsible for the administration of the apprenticeship program and said responsibilities are outlined in the Apprenticeship Program document.~~

~~3.C.4 (a) The term of the apprenticeship shall be two (2) years (4000 hours) of continuous employment and experience in the operations of the craft.~~

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

3.C.4 ~~(c)~~ Bargaining unit employees who enter the apprenticeship program upon initial transfer into the Gas Division will be subject to a six (6) month an 800 hour probation (or the then-current required number of hours required by the Washington State Apprenticeship Training Council) trial period during which period said employee may be discharged without further recourse. The employee will retain their right of return to the position held prior to promotion, or in one with similar job duties and pay pursuant to Article 7, Section 7.5, for sixty (60) or one hundred twenty (120) calendar days, as applicable. The employee shall continue to receive the employee’s current wage rate or the appropriate apprentice wage rate, whichever is greater. Wage progression thereafter shall be pursuant to the provisions of the apprenticeship program.

~~(d) An apprentice shall be promoted one (1) pay classification at the completion of each six (6) months of work as an apprentice if field progress, as reported by the foreperson to the~~

~~Joint Apprenticeship Committee, has been satisfactory and if the apprentice has fulfilled the obligations contained in the apprenticeship program document.~~

~~3.C.5 All schooling/training received by an apprentice during the apprentice's regular working hours shall be considered compensable time. All schooling/training received by an apprentice outside the apprentice's regular working hours shall be considered non-compensable time.~~

~~3.C.6 (a) At the end of the two (2) year term of apprenticeship, an apprentice will be examined (tested) by the Joint Apprenticeship Committee to determine qualifications for journey level work. When the apprentice passes the examination (testing), the apprentice shall be judged qualified for the rating of journey level worker and the Employer will then make a request for a certificate of completion with the State Apprenticeship Council on behalf of the apprentice.~~

~~(b) If an apprentice fails to pass an examination (test), the apprentice shall be given a second (2nd) exam (test) opportunity two (2) months later. If the apprentice fails the second (2nd) exam (test) or does not take the exam (test) at that time, the apprentice shall be removed from the apprentice classification and continued employment shall be entirely at the option of the Employer.~~

~~3.C.5 (e) An apprentice who has completed the term of apprenticeship and has passed the required examinations (tests) shall be paid the Journey rate but continue to be classified as an apprentice until an opening in the Journey classification exists.~~

~~3.C.6 (d) An apprentice having served the apprenticeship will be placed in the Journey classification when an opening occurs. If there is more than one (1) apprentice who has served the apprenticeship, the apprentice who completed the apprenticeship first (1st) will fill the first (1st) available opening. Apprentices who have served the apprenticeship shall fill open Journey positions before outside Journey level workers are hired.~~

~~3.C.7 (a) When the number of Journeymen in the Gas Division totals three (3) or less, the Employer may add one (1) apprentice to the apprenticeship program for each Journey person under four (4), unless there are two (2) or more apprentices in the apprenticeship program. Outside applicants who fill Journey positions must have worked at a gas utility in a similar position and be capable of satisfying the graduation requirements of the City of Ellensburg's Gas Mainfitter Apprentice Program and become OQ qualified within nine (9) months of hire.~~

~~3.C.8 - Individuals who are placed into the Journey person apprenticeship program shall have an obligation to work for the City after successfully completing the apprenticeship program and shall sign an agreement with the City obligating them to carry out the terms of this section. Journey persons who voluntarily leave City employment before working at least the same number of months as they were in the City apprenticeship program will be required to repay the City for fifty percent (50%) of non-wage costs the City incurred on the part of the Journey person while the individual was in the apprenticeship program. Repayment of said costs will be proportionate to the time spent as an apprentice versus time spent as a Journey person. For example, if an individual spends 36 months as an apprentice and leaves the City after working as a Journey person for 12 months, the individual will be required to repay the City for one-sixth of the non-wage costs the City paid towards the apprentice program (50% x 12 mo./36 mo.).~~

PUBLIC WORKS AGREEMENT
By and Between
CITY OF ELLENSBURG, WASHINGTON
and
GENERAL TEAMSTERS LOCAL NO. 760

JANUARY 1, 2021 to DECEMBER 31, 2023

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PUBLIC WORKS AGREEMENT
By and Between
CITY OF ELLENSBURG, WASHINGTON
and
GENERAL TEAMSTERS LOCAL NO. 760

JANUARY 1, 2021 through DECEMBER 31, 2023

ARTICLE 1 - PURPOSE OF AGREEMENT

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

ARTICLE 2 - RECOGNITION

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

ARTICLE 3 - UNION SECURITY AND DUES CHECK-OFF

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

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

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

3.4 Indemnification and Hold Harmless. The Union agrees to indemnify and save the Employer harmless against any liability which may arise by reason of any action taken by the Employer to comply with the provisions of this Article. The Employer will promptly notify the Union in

writing of any claim, demand, suit or other form of liability asserted against it relating to its implementation of this Article.

ARTICLE 4 - RIGHTS OF PARTIES

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

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

ARTICLE 5 - DEFINITIONS OF EMPLOYEES

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

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

5.1.2 Temporary employees shall not be used to indefinitely fill positions held by regular full-time employees. Additionally, for the period May through September of each year, one (1) temporary employee may be used in the Parks Division to perform work on Saturdays and Sundays at their normal straight time wage rate with the overtime pay provisions to apply in cases of time worked over eight (8) hours per day and forty (40) hours per week.

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

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

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

5.5 Whenever the term "regular and probationary" is used in this Agreement, the term is intended to mean only full-time and part-time employees as defined in Sections 5.2, 5.3 and 5.4 above. Temporary employees defined in Sections 5.1, 5.1.1 and 5.1.2 are not covered by the provisions of Sections 5.2, 5.3 and 5.4.

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

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

ARTICLE 6 - SENIORITY

6.1 No employee shall acquire seniority until the employee has become a regular employee. A regular employee is one who has completed six (6) calendar months of service with the Employer since the employee's first (1st) day of employment within the bargaining unit. A list of employees arranged in order of seniority with the Employer and departmental seniority shall be given to the Union upon request. Should more than one (1) employee have the same hire date, seniority shall be established by date of application. Temporary employees or temporary student laborers shall not accrue seniority.

6.1.1 Seniority with the Employer shall be as follows: 1) "Employer Seniority," which shall be based on the total accumulated service with the Employer under this Agreement, and 2) "Division Seniority," which shall be based on the total accumulated service within each

individual division of the Public Works Department, which shall be as follows: Streets, Water, Wastewater Treatment Facility, Shop, Warehouse, Gas, and Parks.

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

6.2.1 voluntarily leaves the service of the Employer

6.2.2 is discharged for just cause

6.2.3 is laid off for a period in excess of twelve (12) consecutive calendar months.

6.2.4 Does not receive fringe benefit compensation for a period in excess of twelve (12) consecutive calendar months following an illness or injury.

6.2.5 Accepts a position with the employer outside the bargaining unit for a period in excess of sixty (60) calendar days, or longer by mutual agreement between the parties.

6.2.6 Fails to make arrangements to return to work upon recall from an indefinite lay-off within fourteen (14) calendar days after receipt of written notice from the Employer at the employee's last known address appearing on the Employer's records.

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

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

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

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

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

ARTICLE 7 - PROMOTION - POSTING - TRIAL PERIOD - DEMOTION

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

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

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

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

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

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

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

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

7.6 Demotion: The term “demotion” shall mean the reassignment of an employee (not requested by the employee) from the employee’s present position to a lower paying position. A written

statement setting forth the reasons for such action shall be given the employee at least fifteen (15) calendar days prior to the effective date of the action. The employee shall have the right to appeal the “demotion” under Article 16, of this Agreement. This section shall not apply to employees in probationary status.

7.7 In the case of elimination of a supervisory position within the bargaining unit, the supervisor affected shall have the opportunity to return to the rank and file bargaining unit, provided the employee is qualified to perform the work available. In the event the supervisory position is re-established, the supervisor affected shall have first opportunity to return to the supervisory position, provided the employee is qualified to perform the work. In the event the Employer determines the supervisor is not qualified to return to do rank and file bargaining unit assignments or to re-assume the supervisory work, the Employer must show sufficient cause for not retaining or re-promoting such employee.

ARTICLE 8 - DEFINED LEAVES

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

8.1.1 Regular part-time employees shall accrue sick leave on a pro-rata basis not to exceed twelve (12) working days per year, based upon the employee’s compensated hours. Temporary and student employees shall be entitled to accrue sick leave on a pro-rata basis of one hour of paid sick leave for every forty hours worked as an employee.

8.1.2 Sick leave may be utilized when an employee is incapacitated from the performance of assigned duties by reason of sickness, mental disability or injury resulting from causes beyond the employee’s control, or, when through exposure to contagious diseases, the presence of the employee would jeopardize the health of others, or when an employee receives medical, dental or vision care, or when leave has been granted pursuant to Section 8.12. Sick leave may also be utilized for the following reasons:

- 1) The employee’s own short-term disability, sickness or illness; or
- 2) To care for a family member with an emergency, a serious health condition as defined in the FMLA or Washington State Family Care Act (WFCA), to care for a child with a health condition that requires treatment or supervision or to care for a wife or child while incapacitated as a result of pregnancy/childbirth; or
- 3) Health care appointments that cannot be scheduled during non-work hours including travel time in excess of one working day must be approved by the department head; or
- 4) For any reason authorized in the Washington Paid Sick Leave act (WPSL) RCW 49.46.210, or other reasons allowed or mandated under state and/or federal law.

8.1.3 A deduction of one (1) working day of sick leave credit shall be made for each full day’s absence due to illness, injury, or medical treatment related to pregnancy or care of a family member with an illness, injury, health condition, preventative care, and/or other reasons as stated in the WPSL. Should an eligible employee use less than one (1) full working day of sick leave,

such sick leave will be deducted for the actual time away from the job on an half (1/2) hour-for-half (1/2) hour basis.

8.1.4 For those employees working a four ten-hour (4-10) day schedule, the accumulated sick leave pay shall be payable at the rate of one (1) day, ten (10) hours, pay per day at the straight time rate.

8.2 Notification of sick leave absence shall be given to the employee's immediate supervisor on the first (1st) day of absence, no later than within one hour prior to the assigned shift on the first day, and shall keep the employer apprised of each subsequent day(s) of absence. Failure to provide timely notification may constitute cause for loss of leave.

8.3 Whenever an employee is off duty on vacation, bank day(s), employee choice day, or compensatory time off, and becomes sick or disabled, the employee may charge such absence to the employee's accumulated sick leave account by satisfactory notice to the Employer pursuant to Section 8.2. The scheduled time off shall be deferred to a later time.

8.4 When an employee is absent for a period in excess of three (3) consecutive work days, the employee shall obtain and submit a doctor's statement verifying the need for leave to the Human Resources Department. The employee must provide the verification within ten (10) days of the initial absence. If the Employer disagrees with the employee's physician, the Employer may require an employee to be examined by a physician of the City's choice. The reason for an examination request must be provided in writing by the Employer prior to said examination. The examination and employee's time spent beyond regular work hours complying with said request will be paid for by the Employer.

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

8.5 Bereavement Leave - In the event of death or illness in an employee's immediate family, the employee may be absent from duty for a total of five (5) days in one (1) calendar year. Such absence shall be charged against the employee's sick leave accrual. The notification procedures for sick leave contained in Section 8.2 of this contract shall apply. Such authorized absence beyond the initial five (5) day limit shall also be charged to the employee's sick leave account. Any absences beyond the initial five (5) day limit shall be restricted to death or serious medical problems in the immediate family and shall require the prior approval of the immediate supervisor. Any unauthorized use of the above sick leave as outlined in this section is not eligible for charge to the sick leave accruals and may result in disciplinary action. Immediate family shall be defined as follows: spouse, Washington State Domestic Partnership partner, children (regardless of age)(including step-children of the employee), mother, father, parent

(including biological, adopted, foster, step, legal guardian, in loco parentis and de facto), brother, sister, mother or father-in-law; son or daughter-in-law, grandchild and grandparents, of the employee or the employee's spouse, or a more distant relative if living in the same household.

8.6 Maternity Leave: No female employee will be required to leave work at the expiration of any arbitrary time period during pregnancy, but will be allowed to work as long as the employee is able to safely perform the duties of the employee's job. Periodic reports from the employee's physician concerning the advisability of continuing work may be required. Absence for maternity may be charged against any sick leave accrued, then charged against any holiday time, vacation, or bank day(s), as may have been accrued. A medical leave of absence for maternity may be granted by the City Manager in accordance with the provisions of City ordinances with regard to leaves of absence without pay. It is understood that both parties will work together to comply with the applicable provisions of state and federal law to the extent that it addresses the issue of maternity leave and mandates certain policies upon units of local government in the State of Washington.

8.7 Childbirth Leave: An employee is entitled to take a leave of absence for the childbirth, bonding or placement for adoption or foster care and thereafter return to her or his job as long as the employee fulfills the notice requirements in accordance with Washington's Paid Family & Medical Leave Law.

8.8 Any employee covered by this Agreement who is injured while on the employee's regular job and, as a result, is unable to return to work as determined by the State Department of Labor & Industries or is excused by the employee's Department Head, shall be compensated by the Employer in an amount equal to the difference between the employee's regular salary and those monies paid by the state. Additional lost time resulting from the same injury shall not be charged to accrued sick leave until the total amount of lost time exceeds 984 hours equivalent of one hundred twenty-three (123) eight (8) hour working days. After 984 hours, the employee's sick leave pay shall be integrated with the State Worker's Temporary Disability Compensation schedule of benefits so that the sum of the daily sick leave allowance hereunder and the State Disability daily benefits shall not exceed one hundred percent (100%) of the regular daily rate at straight time for any one (1) day. Should it be determined by the Washington State Department of Labor and Industries that an employee has become permanently disabled as a result of an injury covered by State Industrial Insurance and as a result thereof terminate compensation payments, payments by the Employer shall terminate at the same time except that the Employer shall continue to pay such disabled employee until the employee has been paid the employee's accumulated vacation, and sick leave, by first paying the employee's accrued sick leave at a rate of one-half (1/2) day for each working day absent until such sick leave has been exhausted, and then by paying the employee's accrued vacation at a rate of one-half (1/2) day for each working day absent until such vacation has been exhausted. There shall be no additional accrual of sick leave or vacation during the time the Employer is making these payments to the permanently disabled employee. A regular part-time employee's benefits under this section are paid on a pro-rated basis.

8.9 Military Leave: Regular employees who are active members of the National Guard, Armed Forces or any organized reserve of Armed Forces of the United States, shall be entitled to and granted military leave of absence from their employment for the period not exceeding twenty-

one (21) working days during each year beginning October 1 and ending September 30. Such leave shall be granted in order that they may take part in active training duty in such manner and at such time as they may be ordered to active training duty. Such military leave shall be in addition to any vacation or sick leave to which they might otherwise be entitled, and shall not involve any loss of efficiency rating, privileges, or pay. During the period of military leave, they shall receive their normal pay.

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

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

8.12 The parties recognize the application of Title 49.46, 49.78 and 49.12 RCW and the Federal Family and Medical Leave Act of 1993 to this Agreement. This recognition is not intended to reduce any additional benefit provided by the collective bargaining agreement. When there is a difference in benefits between the Federal Act and the State RCW's, the affected employee shall receive the greater benefit of the two (2).

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

ARTICLE 9 - WITNESS OR JURY DUTY

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

9.2 Any regular or trial period employee called for Jury Duty shall report to the City at their regularly scheduled shift starting time. Employees reporting for Jury Duty will be given a reasonable amount of time for cleanup and travel to the courthouse where jury duty is to be served. Any employee reporting for Jury Duty, if excused for the balance of that day, shall report as soon as possible to the employee's Foreperson for the purpose of working the balance of the

employee's shift. Employees selected for Jury Duty shall not be eligible for overtime compensation when Jury Duty obligations extend beyond the employee's scheduled work day.

9.3 When called to testify as a witness or if subpoenaed in any matter during or arising out of the employee's employment and if required to appear in any court of competent jurisdiction, any employee's time so used shall be subject to the terms of this Article.

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

10.1 Regular Hours of Work (5-8's) - Eight (8) consecutive hours, 7:30 a.m. to 4:00 p.m., exclusive of lunch time which shall be one-half (1/2) hour, shall constitute a normal work day. Reasonable lunch travel time will be allowed between the job site and the City Shop. During the months of March, April, May, June, July, August, September, and October, the normal work day shall be 7:00 a.m. to 3:30 p.m.; provided, however, during the month of March employees in the Gas Division shall remain on a 7:30 a.m. to 4:00 p.m. work day if their work, in the sole judgment of the Energy Services Director, is impacted by active seasonal construction. Five (5) consecutive work days, Monday through Friday, shall constitute the normal work week. All hours over eight (8) hours per day and forty (40) hours per week shall be paid for at double (2 times) the employee's regular hourly straight-time rate. Overtime shall be paid in increments of one-half (1/2) hour. If an employee is required to work through their lunch period and is unable to take a lunch break within one hour of the employee's regularly scheduled lunch period, the employee will receive overtime pay for the missed lunch period in addition to pay for hours actually worked that day. Employees scheduled to work on a Saturday or Sunday shall receive one dollar and fifty cents (\$1.50) per hour in addition to their regular hourly rate when not working on an overtime or callout basis.

10.1.1 In the parks division only, a Tuesday through Saturday, Wednesday through Sunday, or Sunday through Thursday work week may be applicable to new hires or voluntary transferees after the date of ratification. Current parks employees may volunteer, but will not be forced to work such schedules. Shift start times will be those referenced in Section 10.1.

10.1.2 Overtime assignments shall be filled as follows:

10.1.2.1 Crews working on project work requiring overtime will be given the opportunity to volunteer to hold over and continue working at the end of their scheduled shift. Otherwise, scheduled overtime shall be bid by seniority from the most senior employee to the least senior employee within the division. The employer reserves the right to limit overtime bidding for jobs requiring specific technical experience to those employees with the technical experience (employees with the most seniority get to bid for the overtime first).

10.1.2.2 Unscheduled overtime shall be offered by Division Seniority to those employees with the technical experience required for the work to be completed.

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

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

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

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

10.4 The employee's working time shall be computed as beginning with the time the employee reports for work to the City Yard as assigned, and ending with the time the employee is released from duty. Employees shall be allowed two (2) rest periods of fifteen (15) minutes each in the form of 15 minute breaks in the mid-morning and midafternoon at the job site, or at the City Shop or Wastewater Treatment Facility. Both rest periods may be combined into one (1) thirty (30) minute period by mutual consent with the Employer. If a thirty (30) minute break is taken, it shall be taken at the City Shop or Wastewater Treatment Facility, whichever is appropriate, and not exceed thirty (30) minutes in that location. Travel time will be excluded from the above thirty (30) minute break, but it is expected travel time will not normally exceed ten (10) minutes each way.

10.5 Compensatory Time, at the request of the employee and with the agreement of the Employer, can be taken in lieu of overtime on the basis of two (2) hours off for each hour of overtime worked, subject to the provisions of F.L.S.A.; provided, compensatory time may accrue to the maximum limit of eighty (80) compensatory hours per year. When taken, compensatory time will be paid at the employee's regular hourly rate.

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

ARTICLE 11 - PREMIUM TIME - STANDBY TIME

11.1 Cement finishing premium. When an employee performs the duty of a cement finisher, i.e. finishing, edging, or floating cement but not including form work, pouring, grading or screeding, in excess of two hours in any one work day, then the employee shall be paid an additional fifty cents (\$0.50) per hour for each hour worked. This shall be inclusive of overtime work.

11.2 Other premium time. A premium of an additional fifty cents (\$0.50) per hour shall be paid to all employees for hours worked between 5:00 p.m. and 6:00 a.m. of any working day and when not working on an overtime basis. This section shall not apply to an employee working on a schedule of four (4) ten (10) hour days unless the employee is working a night or swingshift schedule.

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

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

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

11.6 All employees assigned to standby duty shall be guaranteed a minimum pay equal to ten (10) hours pay at their classified rate for each week of standby assignment. All employees will have the option of taking the standby time as pay or placed into a comp time bank subject to the restrictions on accrual of comp time in section 10.5. Said employees will receive an additional two (2) hours pay for each of the nine (9) holidays they are assigned to standby. This shall be in addition to their regular pay. If an employee is unable to complete standby for a full seven (7) day period, the employee shall receive a minimum of one (1) hour pay at the regular hourly rate for each weekday on standby duty and two and one-half (2 ½) hours pay at the same rate for each Saturday, Sunday or holiday on standby duty.

11.7 Replacement of an employee on standby duty because of incapacity shall be the next scheduled standby employee. The replacement shall be paid at the rate established in Section 11.6 above.

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

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

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

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

ARTICLE 12 - HOLIDAYS

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

Dated Holidays

New Year's Day

M.L. King Day

Presidents' Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Five (5) Employee Choice Days

12.1.1 "Employee choice days" shall be scheduled off by mutual agreement between the Employer and the employee(s). Employee choice days shall not be carried over from year to year.

12.1.2 Employees shall not be entitled to utilize employee choice days during their probationary period, except when said probationary period extends beyond December 31st of that year, in which case the employee may take the employee's earned employee choice day(s) prior to the end of the year.

12.2 A regular part-time employee shall receive pro-rata holiday pay based on the employee's average hours worked during the four (4) calendar weeks immediately preceding the holiday which falls within the employee's work period.

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

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

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

ARTICLE 13 - VACATIONS - BANK DAYS

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

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

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

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

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

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

ARTICLE 14 - CLASSIFICATIONS - WAGE RATES - OTHER PROVISIONS

14.1 See attached Appendix A - Street, Water, Park, Warehouse and Shop Employees

14.2 See attached Appendix B - Wastewater Treatment Facility Employees

14.3 See attached Appendix C - Natural Gas Employees

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

14.5 Regular full-time employees will receive a one-time lump sum payment in the amount of Seven-hundred and fifty Dollars and no/100's (\$750.00), less applicable payroll taxes. To be able to receive this lump sum payment, the employee must be on the Employer's payroll as a member of the bargaining unit on the Agreement approval date following the signatures shown in Article 29.1. This one-time payment will not become part of the employee's regular wage in future years.

(The above-mentioned Appendices are attached hereto and incorporated by this reference.)

ARTICLE 15 - PAY ARRANGEMENTS

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

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

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

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

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

15.3.1 The City will maintain a VEBA Health Reimbursement Arrangement (HRA) plan and recognize General Teamsters Local No. 760 as a collective bargaining group, and each Division of the City (Water, Wastewater Treatment Facility, Street, Parks, Shop, Warehouse and Gas) as a separate group ("Divisional VEBA Group") for purposes of establishing separate VEBA

Divisional Group accounts; each bargaining unit member of a Division that has voted to participate in the VEBA plan shall be a member of the particular Teamsters Divisional VEBA Group and will have an individual VEBA account. The Employer will contribute a fixed dollar amount per pay period, predetermined by an annual vote of the Divisional VEBA Group in December of the prior year; the same amount of wages will be withheld from each employee's wages per pay period to fund this Employer contribution. In addition, at retirement or separation of a Divisional VEBA Group member, a percentage of the member's accrued bank days and vacation days will be contributed by the Employer into the plan, again predetermined by an annual vote of the Divisional VEBA Group employees in December of each year; the member's bank day and vacation balances will be reduced commensurately.

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

ARTICLE 16 - DISCIPLINARY PROCEDURES

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

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

16.2 The complaint specified in such prior written warning notice shall be for a similar type of misconduct as the cause for discharge or suspension. No such written warning notice shall remain in effect for a period of more than twenty-four (24) months for the purpose of imposing progressive discipline, but may be retained by the Employer for thirty-six (36) months. A copy of such written warning notice shall be sent to the Union at the time it is given to the employee.

16.3 An employee may request an investigation of the employee's discharge, suspension, or any written warning notice and the Union shall have the right to protest any such discharge, suspension or written warning notice. Any such protest shall be presented to the Employer in

writing within fourteen (14) calendar days, after the discharge, suspension or written warning notice, and if not presented within such period, the right of protest shall be waived.

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

ARTICLE 17 - GRIEVANCE AND ARBITRATION PROCEDURE

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

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

17.2 An employee having a concern which the employee feels could be a grievance shall bring up the matter within fourteen (14) calendar days of the concern giving rise to the grievance, or within fourteen (14) calendar days after such matter became known to the employee, or it shall be deemed waived. The employee is to first (1st) discuss the matter with the employee’s foreperson (or if the employee is a foreperson then with the employee’s division head), to provide an opportunity for clarification and/or appropriate adjustment, consistent with the terms of this Agreement. The employee shall have the option of being accompanied by the employee’s Union representative if the employee feels that it is necessary.

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

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

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

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

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

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

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

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

ARTICLE 18 - HEALTH CARE BENEFIT PROGRAM

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

18.1.1 Effective January 1, 2021, UEBT Health and Welfare Plan A-5 \$1386 per month, plus Time Loss IV, contribution rate \$25.00 per month (\$1401.00 total).

18.1.2 Effective January 1, 2021, WTWT Dental Plan A, contribution rate \$120.50 per month.

18.1.3 Effective January 1, 2021, Vision Plan EXT, contribution rate \$17.10 per month.

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

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

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

ARTICLE 19 - LIFE - AD & D PLAN

19.1 Part-time employees shall be eligible for enrollment in the City’s insurance group coverage program, provided they work a minimum of twenty-five (25) hours per week, along with all other employees who meet the enrollment requirements and who work a minimum of twenty-five (25) hours per week, shall be provided \$25,000 life insurance through the Employer’s Group Life Insurance Program.

ARTICLE 20 - REMITTANCE FOR EMPLOYEE BENEFIT PLANS

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

ARTICLE 21 - FRINGE BENEFIT BOOKLETS & SELF-PREMIUM PAYMENTS

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

21.2 Federal Law (“COBRA”) requires certain fringe benefit plans to permit employees, their spouse or dependents, self-premium payments in order to continue coverage under the plans for a

given number of months, in the event coverage would otherwise cease or be reduced due to employment termination, reduction in hours worked, entitlement to Medicare benefits, divorce, marital separation from the employee, or when dependent(s) lose their status as covered dependent(s) under the plan. Some fringe benefit plans may provide additional rights to make self-payments to continue coverage beyond what COBRA requires. Whenever an employee is concerned that fringe benefits may cease or be reduced, it is the employee's responsibility to immediately contact the Plan Administrator to determine which plans allow self-payments to continue the coverage for the employee's family.

ARTICLE 22 - TRUST FUND DELINQUENCIES

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

ARTICLE 23 - ACCEPTANCE OF TRUSTS

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

ARTICLE 24 - GENERAL PROVISIONS

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

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

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

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

Employer. However, an employee may instead utilize a medical professional of their choice for the purpose of obtaining the physical examination required for Commercial Driver's license certification, and the Employer will reimburse the employee up to a maximum of \$150.00 per year for such cost.

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

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

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

24.6.1 Use of Volunteers.

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

24.6.2 Street Closing by Volunteers. In recognition of the numerous street closures for civic groups, organizations, and individuals, the City is authorized to grant permission to the closure

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

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

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

24.9 Commercial Driver's License (CDL) - Employees whose job duties require possession of a valid Washington State CDL shall obtain and maintain such license. The well established and mutually recognized practice of other bargaining unit employees voluntarily obtaining and maintaining a CDL will continue so that the operational needs of the City can be met, especially in cases of emergency. The City will pay the costs of driver's training, licensing and physical examination necessary to maintain a CDL. Reimbursement for the cost of a CDL physical will be in accordance with the provisions of section 24.4. If an employee loses their CDL certification, they shall have six months from the date of expiring to regain their CDL or be subject to dismissal.

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

- 1) The City offers the position to the candidate and the employee will report to work.
 - a. Employee will have six (6) months from their hire date to attain their CDL or they will not pass the trial period and may be subject to separation from employment.
 - b. Employee will not be assigned to the On-Call roster until their CDL has been attained.
- 2) The City will pay the costs associated with attaining a CDL in the form of a loan with a mutually agreed training school. A written agreement between the employee and City will be required. The employee has the option of attending a Class "A" or "B" training along with various endorsements. These costs shall be as specified:
 - a. The cost of drivers training class will be at the Employee's expense with a loan agreement

- b. Physical evaluation, licensing, hotel and travel costs will be at the City's expense
 - c. The employee will receive eight (8) hours per day straight pay while attending class (no overtime will be allowed). If in the best interest of the class, an employee may work a 4-10 schedule during class and be paid ten (10) hours per day straight pay while attending class (no overtime will be allowed).
- 3) The City will track the costs associated with the employee attaining their CDL, for which the employee will be responsible for repaying to the City under the loan agreement. Repayment of the CDL drivers training class will be through dividing the total costs over a 24-month period and deducting an equal amount from each paycheck (48 payroll deductions).
- 4) If the employee is terminated or resigns prior to repayment of all CDL fees to the City, the remaining CDL fees will be deducted from employee's final paycheck pursuant to the loan agreement. If the employee still has a remaining unpaid balance owed to the City after deduction from their final paycheck, the City will bill the employee directly for the remaining amount.

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

- (a) To investigate and present grievances with the Employer or the designated City representative in accordance with the provisions of the collective bargaining agreement;
- (b) To inform bargaining unit members of the status of contract negotiations in a group meeting, usually within two (2) days of the negotiation session, lasting no longer than fifteen (15) minutes to be held before the employee lunch period; and

(c) To transmit messages and information, which shall originate with, and are authorized by the Local Union or its officers, provided such messages and information:

(1) have been reduced to writing; or

(2) if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Employer's business.

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

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

operations. Both the Employer and the Steward will make reasonable efforts to insure that the Employer's operations are not interrupted.

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

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

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

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

ARTICLE 25 - TEMPORARY ASSIGNMENTS/CLASSIFICATIONS

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

25.2 Whenever two (2) or more employees but less than ten (10) are supervised by an employee of the bargaining unit who is given responsibility for the work performed, that employee shall receive seventy-five cents (\$.75) per hour in addition to the employee's regular rate as leadperson's pay during the time that the employee exercises supervision.

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

25.4 Heavy Equipment operators who operate heavy equipment in the performance of work for the Gas Division shall be paid at rate of Gas Journeyman. Street restoration shall not be considered Gas Division work.

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

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

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

25.5.3 Provided further, that equipment operators who operate equipment in the performance of work for the Light Division shall be paid at the rate established for equipment operator in the IBEW agreement, and that shop personnel who do cutting and welding of special items of equipment for the Light Division shall be paid at the rate established for journey person in the IBEW agreement. Employees not operating equipment shall be paid at the rate of the head ground person.

ARTICLE 26 - WORKING CONDITIONS

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

26.1.1 Footgear: The Employer shall provide an annual footgear allowance of two hundred seventy-five dollars (\$275) to each regular full time employee. Such allowance shall be paid to the employee in the first paycheck in March of each contract year. Temporary employees and newly-hired employees starting employment after February shall not be entitled to the footgear allowance for that year.

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

26.3 The Employer agrees to provide an adequate, dry and safe storage place for the storage of mechanics' tools which may be necessary in the performance of the employee's work. The Employer agrees that while such tools are in the Employer's custody and providing that the employee has locked these tools in an adequate tool box, and further, that the loss is not caused

through negligence of the employee, the Employer will carry insurance or assume liability to cover the full replacement value of such tools which may be lost because of fire, flood, or theft. A monthly tool replacement fee of ninety dollars (\$90.00) shall be paid to employees required to work with their own hand tools.

26.4 Where new types of equipment and/or operations for which rates of pay are not established by this Agreement are put into use after January 1, 1991, within operations covered by this Agreement, rates governing such operations shall be subject to negotiations between the parties. If the parties cannot agree, the issue of rates of pay shall be submitted to arbitration in accordance with Article 17, Section 17.4. Rates agreed upon or awarded shall be effective as of the date equipment is put into use.

ARTICLE 27 - PERSONNEL FILES

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

27.2 The Employer will notify an employee, in writing, of any derogatory or negative report that is placed in the employee's file within ten (10) calendar days of such action, which may be used by the Employer for the purpose of imposing progressive discipline for a period of two (2) years. After three (3) years, any derogatory or negative material, other than yearly evaluations, will be expunged from the employee's file.

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

ARTICLE 28 - SAVINGS CLAUSE

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

ARTICLE 29 - TERM OF AGREEMENT

29.1 This Agreement shall be in full force and effect from January 1, 2021 and shall remain in full force and effect through December 31, 2023. Either party may, upon six calendar months' notice prior to the date of expiration, give notice to terminate or amend to the other party. In the event only notice to amend is given, the Agreement shall remain in effect while the parties negotiate amendments.

For the CITY OF ELLENSBURG

For GENERAL TEAMSTERS, LOCAL 760

Ellensburg Public Works Agreement - 2021-2023

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By _____
City Manager

By _____
Secretary - Treasurer

By _____
Mayor

Date _____

By _____
City Attorney

APPENDIX A
STREET, WATER, PARK, WAREHOUSE & SHOP EMPLOYEES

ARTICLE 1A - CLASSIFICATION AND HOURLY WAGE RATES

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

CLASSIFICATION	1/1/2020	1/1/2021	1/1/2022	1/1/2023
	Former	4.0%	2.5%	2.5%
Foreperson (Warehouse & Shop)	\$33.45	\$38.27	\$39.23	\$40.21
Foreperson (Street & Water)	\$33.45	\$38.27	\$39.23	\$40.21
Foreperson (Parks)	\$33.45	\$38.27	\$39.23	\$40.21
Lead Equipment Mechanic	\$32.00	\$33.28	\$34.11	\$34.96
Equipment Mechanic	\$30.48	\$31.70	\$32.49	\$33.30
Plant Maintenance	\$29.08	\$30.24	\$31.00	\$31.77
Cross Connection Cont. Spec.	\$28.76	\$29.91	\$30.66	\$31.42
Senior Pipeperson	\$28.76	\$29.91	\$30.66	\$31.42
Heavy Equipment Operator	\$28.76	\$29.91	\$30.66	\$31.42
Park Maintenance Tech	\$28.76	\$29.91	\$30.66	\$31.42
Warehouseperson	\$29.29	\$30.46	\$31.22	\$32.00
Temporary Laborer	See Article 5, Section 5.1.1			
Temporary Student Laborer	\$19.98	See Article 5, Section 5.1		

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

Effective January 1, 2021, the 2020 wage rates contained in Section 1.A.1 shall be increased by four percent (4.0 %). Effective January 1, 2022, the January 1, 2021 wage rates contained in Section 1.A.1 shall be increased by two and one-half percent (2.5%). Effective January 1, 2023, the January 1, 2022 wage rates contained in Section 1.A.1 shall be increased by two and one-half percent (2.5 %).

ARTICLE 2A – WAGE ADJUSTMENTS

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

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

4,161 to 5,200	95% of the classification
Thereafter	100% of the classification

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

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

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

2.A.4 Effective January 1, 2021, Water Division employee wage rates contained in Section 2.A.1 will be adjusted as follows:

Base wage + 2% increase for WDM3 certification*

Base wage + 4% increase for WDM4 certification*

* Only applies to employees of the Water Division of Public Works

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

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

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APPENDIX B WASTEWATER TREATMENT FACILITY EMPLOYEES

ARTICLE 1B – CLASSIFICATION AND HOURLY WAGE RATES

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

CLASSIFICATION	1/1/2020	1/1/2021	1/1/2022	1/1/2023
	(Former)	8.0%*	2.5%	2.5%
Foreperson	\$34.51	\$38.27	\$39.23	\$40.21
Pretreatment Operator	\$28.76	\$31.06	\$31.84	\$32.63
Plant Maintenance Mechanic/Operator	\$30.01	\$32.41	\$33.22	\$34.05
Lab-Tech., Operator	\$30.01	\$32.41	\$33.22	\$34.05
Treatment Plant Operator	\$30.01	\$32.41	\$33.22	\$34.05
Collection Serviceperson	\$28.76	\$31.06	\$31.84	\$32.63
Temporary Laborer	See Article 5, Section 5.1.1			
Temporary Student Laborer	\$19.98	See Article 5, Section 5.1		

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

Effective January 1, 2021, the 2020 wage rates contained in Section 1.B.1 shall be increased by a total of eight (8.0 %) percent. Effective January 1, 2022, the January 1, 2021 wage rates contained in Section 1.B.1 shall be increased by two and one-half percent (2.5 %). Effective January 1, 2023, the January 1, 2022 wage rates contained in Section 1.B.1 shall be increased by two and one-half percent (2.5%).

*The 8.0% increase for 2021 is inclusive of both a general wage increase and market adjustment for the year.

ARTICLE 2B - WAGE ADJUSTMENTS

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

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

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

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

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

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

Base wage + 2% increase for WW3 certification*

Base wage + 4% increase for WW4 certification*

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

2.B.5 Wastewater Treatment Facility Operator/Mechanic employees shall be required to have or obtain WW2 certification within twelve (12) months of becoming eligible to obtain the certification, but in no event more than three (3) years after the date of the employee's hiring into the position. This provision shall only apply to employees hired after the effective date of this agreement.

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

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

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

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

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

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

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

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

[Remainder of page left blank]

APPENDIX C
NATURAL GAS EMPLOYEES

ARTICLE 1C - CLASSIFICATION AND HOURLY WAGE RATES

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

CLASSIFICATION	1/1/2020	1/1/2021	1/1/2022	1/1/2023
	Former	5.1%*	3.0%	2.5%
Gas Foreperson	\$49.05	\$51.55	\$53.10	\$54.43
Gas Journeyperson	\$42.63	\$44.80	\$46.15	\$47.30
Gas Customer Serviceperson	\$42.63	\$44.80	\$46.15	\$47.30
Gas Meterperson	\$45.63	\$48.39	\$49.84	\$51.09
Gas Technician	See 1.C.4			
Temporary Laborer	See Article 5, Section 5.1.1			
Temporary Student Laborer	\$19.98	See Article 5, Section 5.1		

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

Effective January 1, 2021, the 2020 wage rates contained in Section 1.C.1 shall be increased by a total of five and one-tenth percent (5.1%). Effective January 1, 2022, the January 1, 2021 wage rates contained in Section 1.C.1 shall be increased by three percent (3.0%). Effective January 1, 2023, the January 1, 2022 wage rates contained in Section 1.C.1 shall be increased by two and one-half percent (2.5%).

*The 5.1% increase for 2021 is inclusive of both a general wage increase and market adjustment for the year.

1.C.1.1 The Gas Customer Serviceperson shall work eight (8) consecutive hours, 8:00 a.m. to 4:30 p.m., exclusive of lunch time which shall be one-half (1/2) hour. This schedule shall remain in effect all twelve (12) months of the year. This work schedule and the Gas Customer Serviceperson wage rate shall apply to any employee replacing the Gas Customer Serviceperson. Replacement work shall be offered by seniority and in cases of less than a week's replacement notice where the employee's normal start time is changed to that of the Customer Serviceperson, the employee shall receive a wage rate that is five percent (5%) above that of the Journeyperson wage rate.

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

1.C.3 The Gas Division Supervisor may do bargaining unit work for purposes of training, instruction and emergencies beyond the control of the Employer, or when bargaining unit personnel are unavailable.

1.C.4 Gas Division Technician: A Gas Division Technician is an employee that may be used by the Employer in a capacity other than Apprentice, Customer Serviceperson or Journeyperson, but will be considered journey qualified upon completion of the final step of the Apprentice program. The Technician's position will include four (4) steps with wage and advancement progression to be the same percentages and length as contained in Section 2.C.1. Technicians will be placed into a Journeyperson or Customer Serviceperson position if qualified and there exists a need to fill openings to comply with the minimum staffing provision. Journey qualified Technician will begin receiving the top Journeyperson wage rate once the fourth (4th) step of the Apprentice program is completed and the final exam passed. All Technicians must complete the fourth (4th) step of the Apprentice program to be considered Journey qualified and be eligible for a Journeyperson position. If there exists a full complement of Gas Division staff and, the Employer wishes to add another Journeyperson, the Employer may hire a Journeyperson from the outside or use existing Apprentices or Technicians at its option. All Technician positions will be offered first to bargaining unit members.

NOTE: The agreed upon minimum number of full-time Gas Division employees is any combination of six (6) with a minimum of three (3) Journeyperson and one (1) Foreperson. The Employer agrees to fill a minimum of seventy-five percent (75%) of all future Journeyperson or Customer Serviceperson positions with qualified Technician employees. The City will keep a record of all Journeyperson and Customer Serviceperson positions filled after the effective date of this amendment, noting whether the position was filled by a Technician or by a qualified Journeyperson or Customer Serviceperson hired from the outside.

1.C.4.1 Bargaining unit employees who successfully bid into the Technician classification will retain their right of return to the position held prior to promotion for sixty (60) or one hundred twenty (120) calendar days. The successful bidder must meet the Gas Division welding qualifications within one hundred twenty (120) calendar days or they will be returned to the position held prior to promotion. The Employer agrees to provide the successful bidder with a minimum of eighty (80) hours of supervised welding training during the one hundred twenty (120) calendar day period. Supervised welding training is intended to mean sufficient supervision to reasonably assure successful completion of the welding qualifications requirements. The employee shall continue to receive the employee's current wage rate prior to promotion or the appropriate Technician wage rate, whichever is greater. Wage progression thereafter shall be pursuant to the provisions of Sections 1.C.4.

1.C.4.2 The wage progression steps and percentages for newly hired Technicians may be accelerated based on experience and performance.

ARTICLE 2C - APPRENTICE WAGE RATE

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

	WAGE ADJUSTMENT
First (1st) six (6) months	75% of Journeyperson Rate
Second (2nd) six (6) months	80% of Journeyperson Rate
Third (3rd) six (6) months	85% of Journeyperson Rate

Fourth (4th) six (6) months
Thereafter

92.5% of Journeyperson Rate
100% of Journeyperson Rate

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

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

ARTICLE 3C - APPRENTICE PROGRAM

3.C.1 GENERAL STATEMENT: Effective October 1, 1994, an apprenticeship program will be established in the Gas Division. The apprentice program and the specific tasks and duties required of the apprentice will be contained in the Gas Mainfitter Apprentice Training Program (City of Ellensburg – Gas #567) and, as circumstances change, revisions to the program may be made by the Joint Apprenticeship Training Committee (JATC).

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

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

3.C.4 Bargaining unit employees who enter the apprenticeship program upon initial transfer into the Gas Division will be subject to a an 800 hour (or the then-current required number of hours required by the Washington State Apprenticeship Training Council) trial period during which period said employee may be discharged without further recourse. The employee will retain their right of return to the position held prior to promotion, or in one with similar job duties and pay pursuant to Article 7, Section 7.5, for sixty (60) or one hundred twenty (120) calendar days, as applicable. The employee shall continue to receive the employee's current wage rate or the appropriate apprentice wage rate, whichever is greater. Wage progression thereafter shall be pursuant to the provisions of the apprenticeship program.

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

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

3.C.7 When the number of Journeymen in the Gas Division totals three (3) or less, the Employer may add one (1) apprentice to the apprenticeship program for each Journeyperson under four (4), unless there are two (2) or more apprentices in the apprenticeship program. Outside applicants who fill Journey positions must have worked at a gas utility in a similar position and be capable of satisfying the graduation requirements of the City of Ellensburg's Gas Mainfitter Apprentice Program and become OQ qualified within nine (9) months of hire.

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

Central Washington University

University Way Banner Request Form

Please fill out form and return to Schedule@cwu.edu. The Scheduling Center will submit your form to the City.

Name of Event/Program: Ware Fair 2021

Contact Person: Robbi Goninan

Phone Number: 509.963.1684

Banner Hang Dates (Monday-Sunday): Monday November 29-Sunday December 5

- CWU Scheduling Center has reserved the banner dates.

Phone: 509-963-1321 or 509-963-1641, Email: schedule@cwu.edu

- This Banner is a **maximum of 30' x 52"** and a **minimum of 24' x 48"** with **3" turnback at the top and bottom of the banner that will allow steel cable to be strung through it. No grommets.**

- We recommend that wind flaps be cut into the banner to prevent wind damage



* Example of a correctly made banner.

Provide an Example of Your Banner in the Box Below (Please fill in writing and logos)

Ware Fair this week!

Important Notes:

Banners affiliated with University business have priority. Therefore, banners from non-University groups requesting dates that conflict with a University banner may be rescheduled

If your banner does not meet manufacturing specifications, we will be unable to process your request and the banner will not be hung

The CWU Scheduling Center will not be held responsible for any weather-related damage that occurs to your banner

For more information please contact CWU Student Union Operations & Scheduling Center at 509-963-1321 or 509-963-1641.

City of Ellensburg approved by: _____ Date: _____

Disapproval/Reasons: _____



CITY COUNCIL AGENDA REPORT

City Council Meeting Date:	October 4, 2021
Item Title/Agenda Subject:	Purchase of Road Deicer
Submitted by:	Mike Helgeson Public Works & Utilities
Recommended Action or Motion:	Authorize the purchase of road deicing material from LTI, Inc. via state contract, and approve the necessary adjustments within the 2021 Street Division budget.
Background/Summary:	The City of Ellensburg Street Division utilizes Solid Sodium Chloride to maintain a safe travel way on the main and secondary arterial streets within the Ellensburg City Limits. In recent years, staff has purchased this material from the Washington State Purchasing Cooperative contract #02714. The City of Ellensburg is a member of both the Washington State Purchasing Cooperative and the Sourcewell Purchasing Group and may purchase off any contract they provide. Because of the rising costs of materials, and the amount of material that was purchased and used during the 2020/2021 Winter season, Staff has recognized the need to make a budget adjustment in the Street Division's Snow and Ice Control budget for the purchase of deicing material in preparation for the 2021/2022 Winter season.
Previous Council Action:	City Council at its December 7, 2020 meeting, approved the purchase of road deicer through the adoption of the 2021/2022 biennial budget.
Analysis:	The price per ton for road deicer on the Washington State Purchasing Cooperative Contract #02714 is between \$168.14 and \$178.43 per ton, depending on how quickly the City needs the material delivered. Staff has realized the need to purchase 150 tons of deicing material to be fully stocked, in preparation for the 2021/2022 Winter season. Staff requests the purchase of \$29,000 worth of material. Additional material will be ordered as needed depending on winter road conditions. The total estimated cost of road deicing material purchases through September 2022 is \$77,295, based on an average use of 400

tons.

Financial Impact:

Staff is also requesting a \$25,000 increase to the 2021 Street Division's Snow and Ice Control budget for this purchase, and any other purchases of material that may be required to restock any product used before the end of 2021. Adequate fund balance exists in the 2021 Street Fund for this budget adjustment and purchase.

Laurie Gigstead

From: Holiday Inn Express <ellensburghie@yahoo.com>
Sent: Monday, September 27, 2021 2:21 PM
To: Laurie Gigstead
Subject: [Ext] LTAC

CAUTION - EXTERNAL EMAIL: The email below is from an external source. Please exercise caution before opening attachments, clicking links, fulfilling requests, or following guidance.

'Laurie,

I'm leaving my position at the hotel effective Oct. 1st. I'll no longer be able to serve on LTAC.

It's been a good run :)

Matt

VOUCHER APPROVAL

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

Synne Perine, for Jereca Pascoe - Finance Director
AUDITING OFFICER *9/28/2021*
DATE

CLAIMS VOUCHERS AUDITED AND CERTIFIED BY THE AUDITING OFFICER HAVE BEEN RECORDED ON THE ATTACHED LISTING, WHICH HAS BEEN MADE AVAILABLE TO THE COUNCIL AS OF THIS **4TH DAY OF OCTOBER 2021**. THE COUNCIL, BY A VOTE, HAS APPROVED FOR PAYMENT THE VOUCHERS INCLUDED IN THE ABOVE LIST AND FURTHER DESCRIBED AS FOLLOWS:

Claims Fund				Total Amounts
Check #'s	154649	TO	154803	\$ 739,993.17
EFT #'s	5053	TO	5081	\$ 854,570.08

Payroll Fund				Total Amounts
Check #'s	95382	TO	95388	\$ 7,408.87
Direct Deposits	63668	TO	63891	\$ 412,802.17

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

ATTEST: _____
CITY CLERK



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: October 4, 2021

Item Title/Agenda Subject: Board and Commission Applications.

Submitted by: Laurie Gigstead City Manager Department

Recommended Action or Motion: Conduct the introductions of MacKenzie Carter, Christopher King and Sawyer Stearns.

Background/Summary: Three people have recently applied to serve on the Public Transit Advisory Committee. As directed by Council, applications are presented to Council for consideration. The attached chart shows the current vacancies and applicants. Copies of the Applications for Appointment are included with the agenda report.

Previous Council Action: N/A

Analysis: There is currently one vacancy on the Public Transit Advisory Committee.

Financial Impact: N/A

Attachments:

[B and C Agenda Report Chart 10-4-21](#)
[Applications for Appointment](#)

Boards and Commissions	Affordable Housing Commission	Arts Commission	Building Appeals Board	Civil Service Commission	Diversity, Equity & Inclusion Commission	Ellensburg Business Development Authority Board	Environmental Commission	Landmarks and Design Commission	Library Board	Lodging Tax Advisory Committee	Parks and Recreation Commission	Planning Commission	Public Transit Advisory Committee	Senior Citizens Advisory Commission	Utility Advisory Committee
MEMBERS	7	7	5	3	7	9	7	7	7	7	7	7	7	7	7
Residency Requirements	Y	N	N	Y	Y	N	Y	Y	Y	N	Y	Y	N	N	Y
Current Members within City Limits	6	2	0	3	6	3	6	6	5	4	5	7	6	3	7
Current Members Outside City Limits	1	5	3	0	1	5	1	1	2	3	2	0	0	4	0
Current Members Outside but in UGA	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
VACANCIES	0	0	2	0	0	1	0	0	0	0	0	0	1	0	0
APPLICANTS															
MacKenzie Carter													1 st		
Christopher King													1 st		
Sawyer Stearns													1 st		

Laurie Gigstead

From: noreply@civicplus.com
Sent: Thursday, July 29, 2021 10:18 AM
To: Laurie Gigstead
Subject: [Ext] Online Form Submittal: Application for Appointment

CAUTION - EXTERNAL EMAIL: The email below is from an external source. Please exercise caution before opening attachments, clicking links, fulfilling requests, or following guidance.

Application for Appointment

Application for Appointment

For volunteering to serve on a Board or Commission

Boards & Commissions Parks and Recreation Commission

Name of Applicant: MacKenzie Carter

Address

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

City Ellensburg

State WA

Zip 98926

Email Address

Phone Number

Length of Residence in
Ellensburg 9 years

Do you live within the city
limits? Yes

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

Occupation Status and
Background: Health Promotion Project Specialist with the Kittitas County
Public Health Department. Previously worked at Central
Washington University as a Program Coordinator. Current

Master of Public Health candidate through CWU, alumni of CWU 2008-2012.

Organization Affiliations: Kittitas County Public Health Department, Kittitas County Breastfeeding Coalition, CWU Public Health department

Why are you seeking appointment? One of the components of my work with the LSPAN grant (Local Strategies for Physical Activity and Nutrition) is to collaborate with local partners to increase activity-friendly environments, such as in parks and recreation spaces throughout the city of Ellensburg. Additionally, through my work with the Kittitas County Breastfeeding Coalition, I am working on developing a space for nursing parents and families to rest and feed, and want that perspective included in current and future projects.

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

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

Boards & Commissions Public Transit Advisory Committee

Boards & Commissions Ellensburg Business Development Authority

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

Laurie Gigstead

From: noreply@civicplus.com
Sent: Wednesday, September 29, 2021 4:07 PM
To: Laurie Gigstead
Subject: [Ext] Online Form Submittal: Application for Appointment

CAUTION - EXTERNAL EMAIL: The email below is from an external source. Please exercise caution before opening attachments, clicking links, fulfilling requests, or following guidance.

Application for Appointment

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

Boards & Commissions Public Transit Advisory Committee

Have you attended a meeting for the board or commission you are applying to? Yes

Name of Applicant: Christopher King

Address

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

City Ellensburg

State Washington

Zip 98926

Email Address

Phone Number

Length of Residence in Ellensburg 3 years

Do you live within the city limits? Yes

If applying for the Sr. Citizens' Advisory Board, are *Field not completed.*

you at least 55 years of age?

Occupation Status and Background:

I am currently a student at Central Washington University studying Aviation and Spanish. I am currently working on my Certified Flight Instructor Certificate and spend a lot of time in and around the Bowers Field Airport. I am originally from Seattle and have fully enjoyed my time here in Ellensburg and the greater Kittitas Valley.

Organization Affiliations:

In addition to working on my pilot certificates and ratings I am an aircraft dispatcher at Bowers Field and am also a Tour Guide for Central Washington University. This has allowed me to interact with future students and their families and show them the CWU experience and what Ellensburg has to offer! I enjoy volunteering on campus as well through the CWU Election Commission and CWU Student Conduct Council.

Why are you seeking appointment?

From a very young age, I have always been interested in sustainable transportation, and living in Seattle allowed me to see how it connects people all through the city and surrounding areas. I truly love what Ellensburg and the surrounding area has to offer for both community members and students and I would like to continue to make sustainable transit accessible for all in and out of Ellensburg. There is already a great transit system in place, and I am looking forward to finding ways for it to expand and better serve the public!

Will you be able to attend meetings regularly if appointed?

Yes

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

Boards & Commissions

Planning Commission

Boards & Commissions

Landmarks and Design Commission

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

Laurie Gigstead

From: noreply@civicplus.com
Sent: Tuesday, July 6, 2021 3:06 PM
To: Laurie Gigstead
Subject: [Ext] Online Form Submittal: Application for Appointment

CAUTION - EXTERNAL EMAIL: The email below is from an external source. Please exercise caution before opening attachments, clicking links, fulfilling requests, or following guidance

Application for Appointment

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

Boards & Commissions Planning Commission

Name of Applicant: Sawyer Stearns

Address

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

City Ellensburg

State WA

Zip 98926

Email Address

Phone Number

Length of Residence in
Ellensburg 3

Do you live within the city
limits? Yes

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

Occupation Status and
Background: Central Washington Disability Resources as a Disability
Specialist. Recent graduate from CWU in Family and Child
Life.

Organization Affiliations: Kittitas Public Health Department, Emergency management team and ACLP

Why are you seeking appointment? I want to be a part of this commission to be a voice for the disability community to make Kittitas more inclusive in our recreational activities and parks.

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

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

Boards & Commissions Affordable Housing Commission

Boards & Commissions Public Transit Advisory Committee

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



CITY COUNCIL AGENDA REPORT

City Council Meeting Date:	October 4, 2021
Item Title/Agenda Subject:	Public Hearing (Legislative) - 2022 Proposed Revenue Sources Including Property Tax
Submitted by:	Jerica Pascoe Finance Department
Recommended Action or Motion:	Conduct Public Hearing to Consider 2022 Proposed Revenue Sources Including Property Tax (no action required).
Background/Summary:	A public hearing is being held for the purpose of City Council consideration of, and receiving public comment on, the proposed 2022 revenue sources supporting the activities of the General Fund. As set forth by RCW 84.55.120 and RCW 35A.33.135, the City Council shall receive information on the estimated General Fund revenues from all sources for the current year as well as estimates for the following budget period. Council must also hold a public hearing on revenue sources for the taxing districts following year's current expense budget. For purposes of RCW 84.55.120, "current expense budget" means that budget which is primarily funded by taxes and charges and reflects the provision of ongoing services. It does not include capital, enterprise, or special assessment budgets. The hearing must include consideration of possible increases in property tax revenues and must be held prior to the consideration of adopting an Ad Valorem Tax Ordinance for 2022.
Previous Council Action:	Council adopted 2022 revenue assumptions in the 2021-2022 Biennial Budget Ordinance No. 4864 in December 2020 and amended the revenue assumptions as part of a supplemental budget through adoption of Ordinance No. 4875 in September 2021.
Analysis:	Estimated 2022 revenues have been prepared to determine the availability of revenue to support the City's financial needs of the general government in 2022. The City's 2021-2022 biennial budget considers the estimated available revenues

and anticipated financial requirements, and recommends an amount to be raised by ad valorem taxes in 2022. General Fund revenue estimates are presented in the attachment titled "General Fund 2022 Revenue Sources."

Upon conclusion of this public hearing on revenue sources, first reading of the 2022 Ad Valorem Tax Ordinance will be scheduled scheduled for November 1, 2021.

Financial Impact: None at this time.

Attachments:
[General Fund 2022 Revenue Sources](#)



CITY OF ELLENSBURG

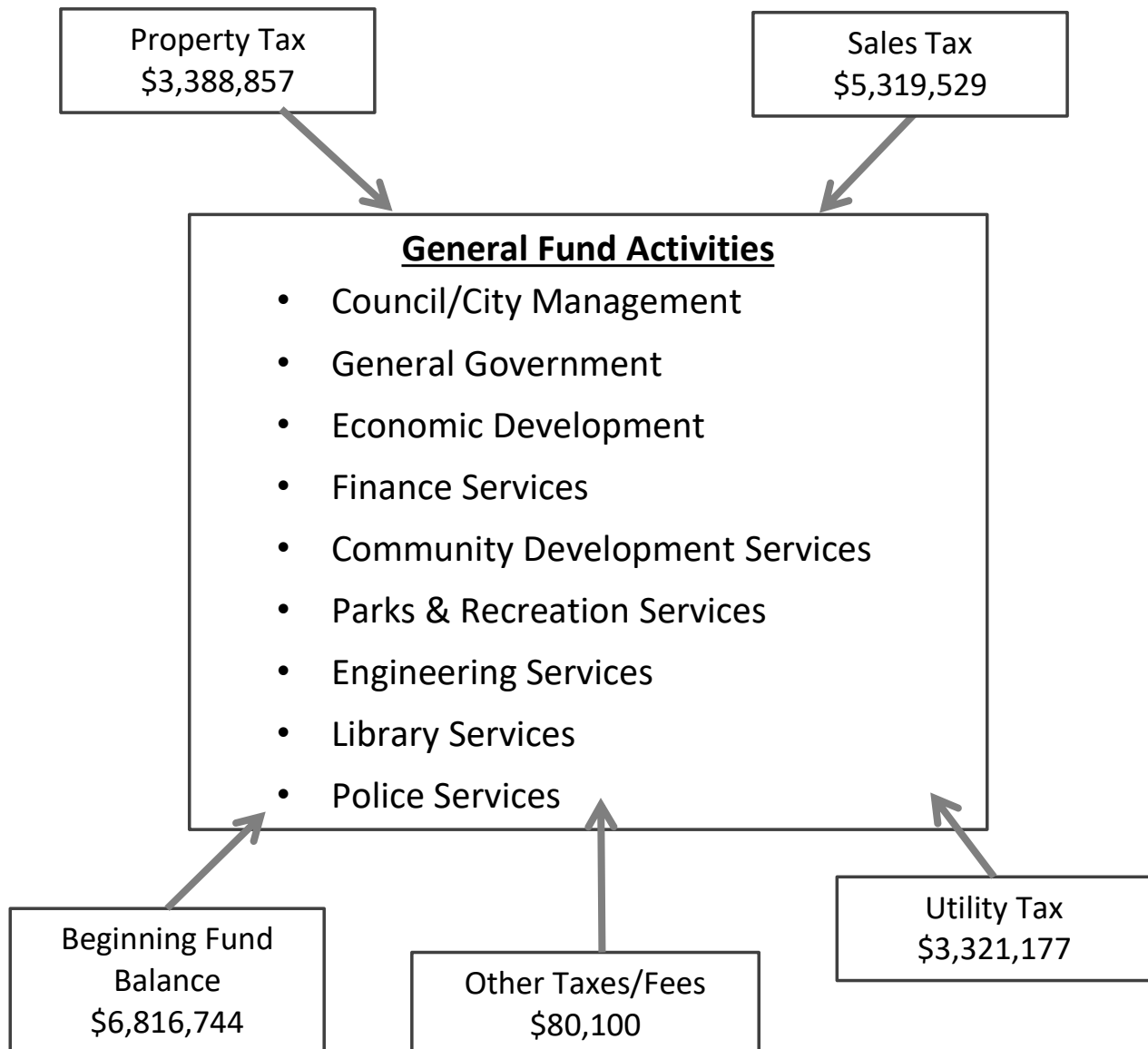
PUBLIC HEARING

General Fund 2022 Revenue Sources

Prepared by: Finance Department
As of 9/22/21

CITY OF ELLENSBURG

2022 GENERAL FUND BUDGETED REVENUES



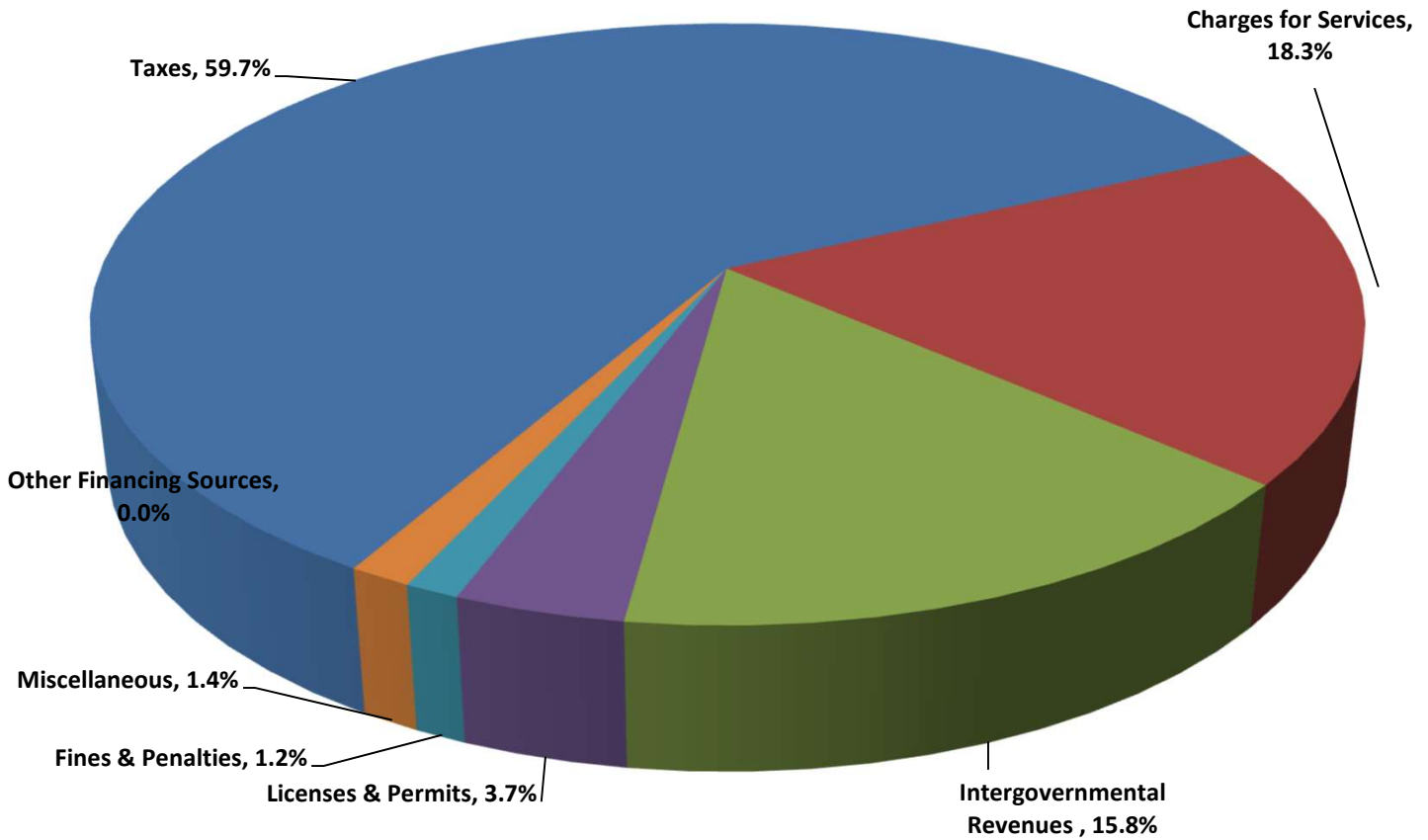
"General Fund" includes the following city funds: City General, Sales Tax, Art Acquisition, and Fire Relief and Pension.

Interfund transfers between "General Fund" funds have been removed.

City of Ellensburg

2022 Estimated Revenues - General Fund

General Fund Revenue Sources

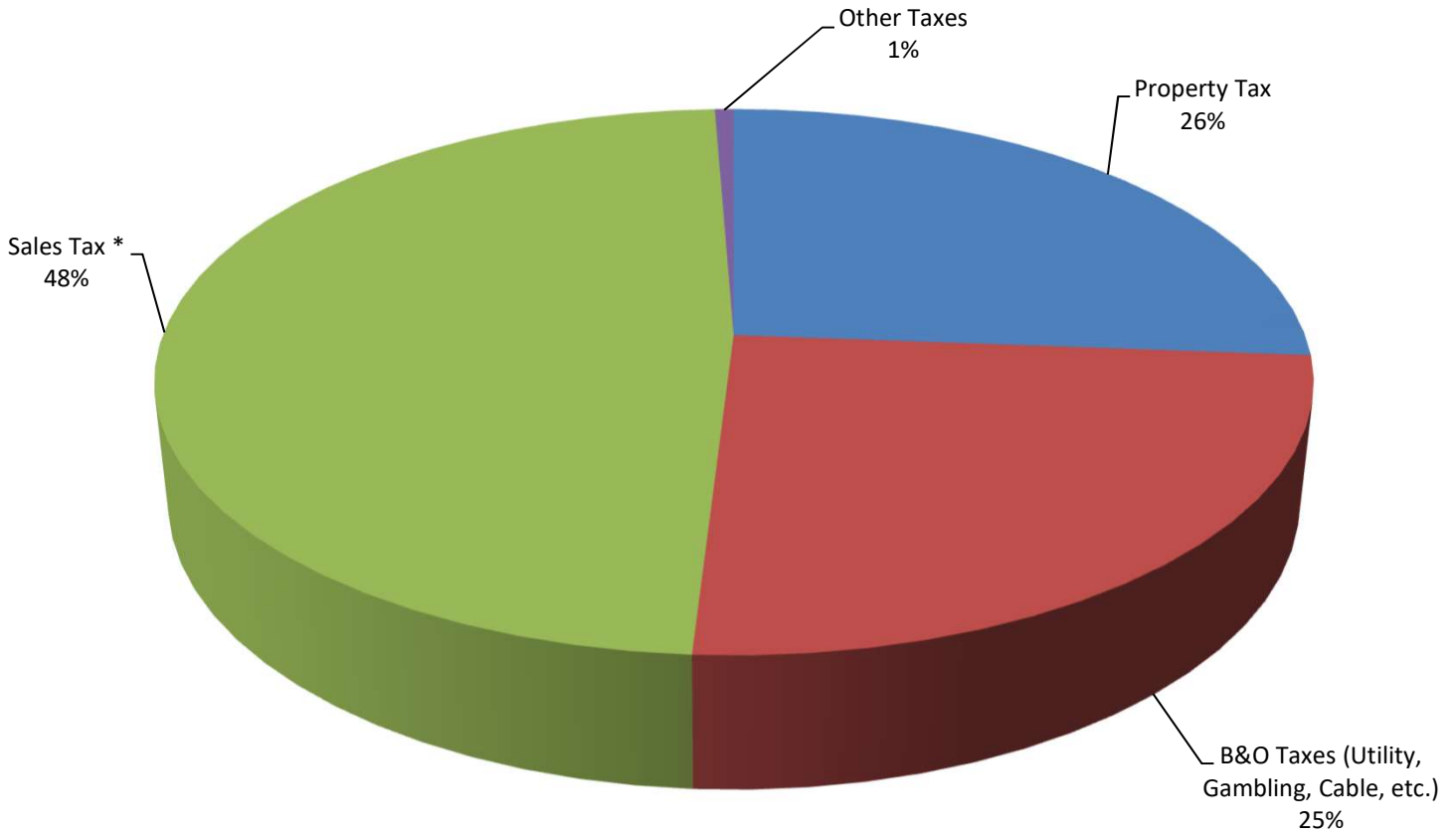


Taxes	59.7%	\$12,985,344
Charges for Services	18.3%	3,990,533
Intergovernmental Revenues	15.8%	3,431,999
Licenses & Permits	3.7%	797,483
Fines & Penalties	1.2%	256,400
Miscellaneous	1.4%	293,980
Other Financing Sources	0.0%	-
Total Revenue		21,755,739
Estimated Beginning Fund Balance		6,816,744
Total General Funding Sources		<u>\$28,572,483</u>

Graph percentages are rounded and may have a 1% rounding error

City of Ellensburg

2022 Estimated Revenues - General Fund Taxes



	2021 Estimates	2022 Estimates	2022 Budget
Property Tax	\$3,355,304	\$3,400,590	\$3,388,857
B&O Taxes (Utility, Gambling, Cable, etc.)	3,362,532	3,217,036	3,321,177
Sales Tax *	5,931,715	6,287,618	5,319,529
Other Taxes	130,769	80,100	80,100
Total	\$12,780,320	\$12,985,344	\$12,109,663

* includes dept 011 local criminal justice but does not include fund 130 3/10 cents tax, 172 1/10 affordable housing, or fund 127 2/10 transit tax

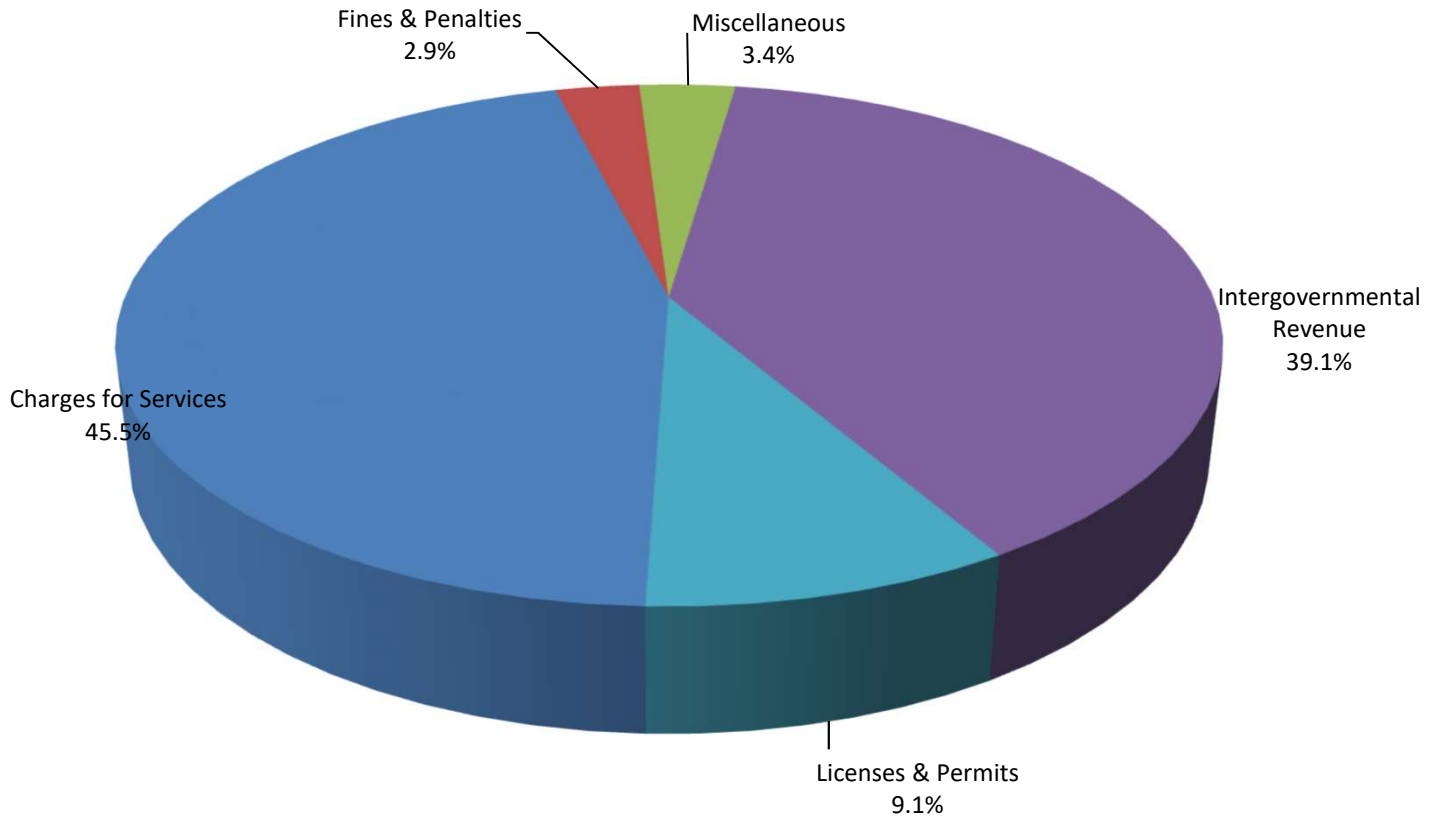
2021 Estimates based on 06/30/21 projections

Graph percentages are rounded and may have a 1/10% rounding error

City of Ellensburg

2022 Estimated Revenues - General Fund

Other Revenues



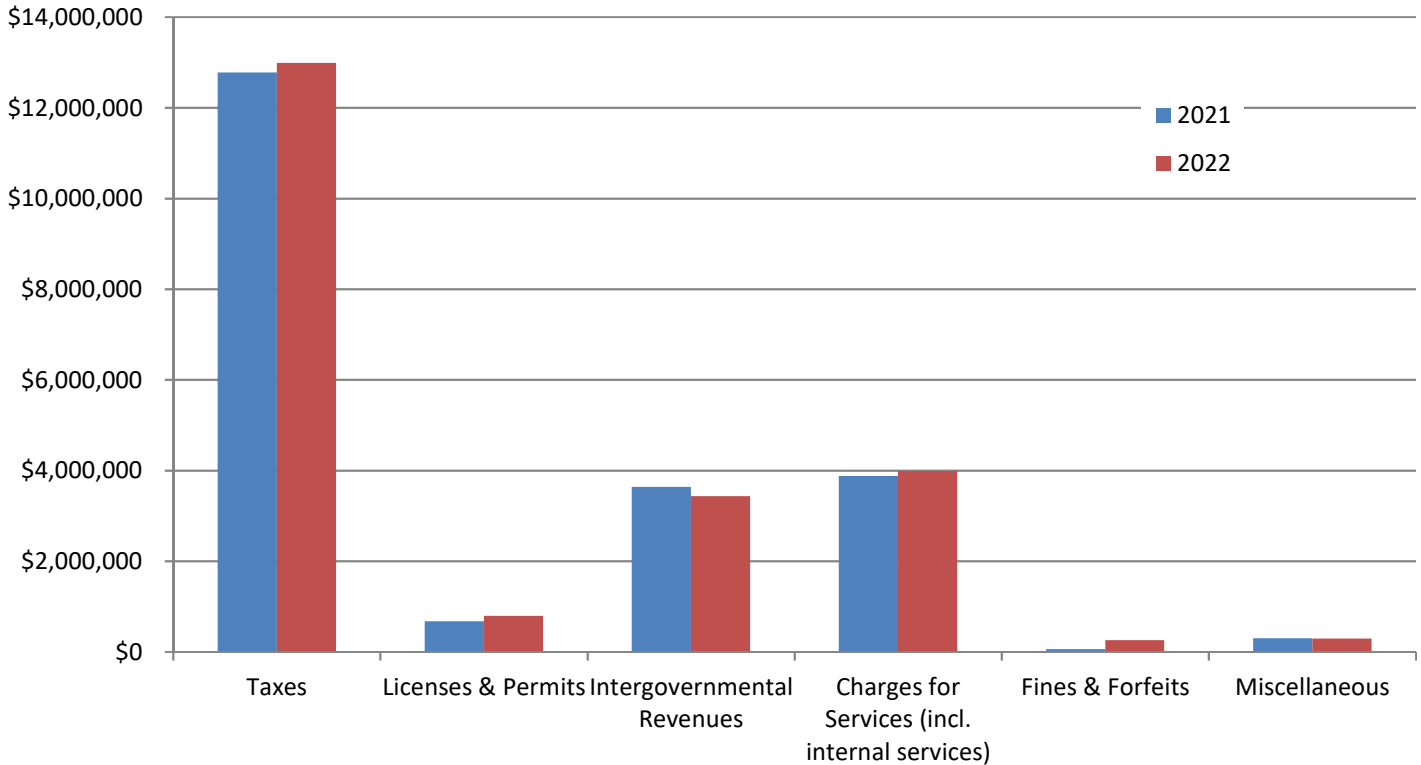
		2022 Estimates	2022 Budget
Charges for Services	45.5%	\$3,990,533	4,296,754
Fines & Penalties	2.9%	256,400	256,400
Miscellaneous	3.4%	293,980	350,454
Intergovernmental Revenue	39.1%	3,431,999	3,429,121
Licenses & Permits	9.1%	797,483	797,483
Total Other General Fund Revenue		<u>\$8,770,395</u>	<u>\$9,130,212</u>

Graph percentages are rounded and may have a 1/10% rounding error

City of Ellensburg

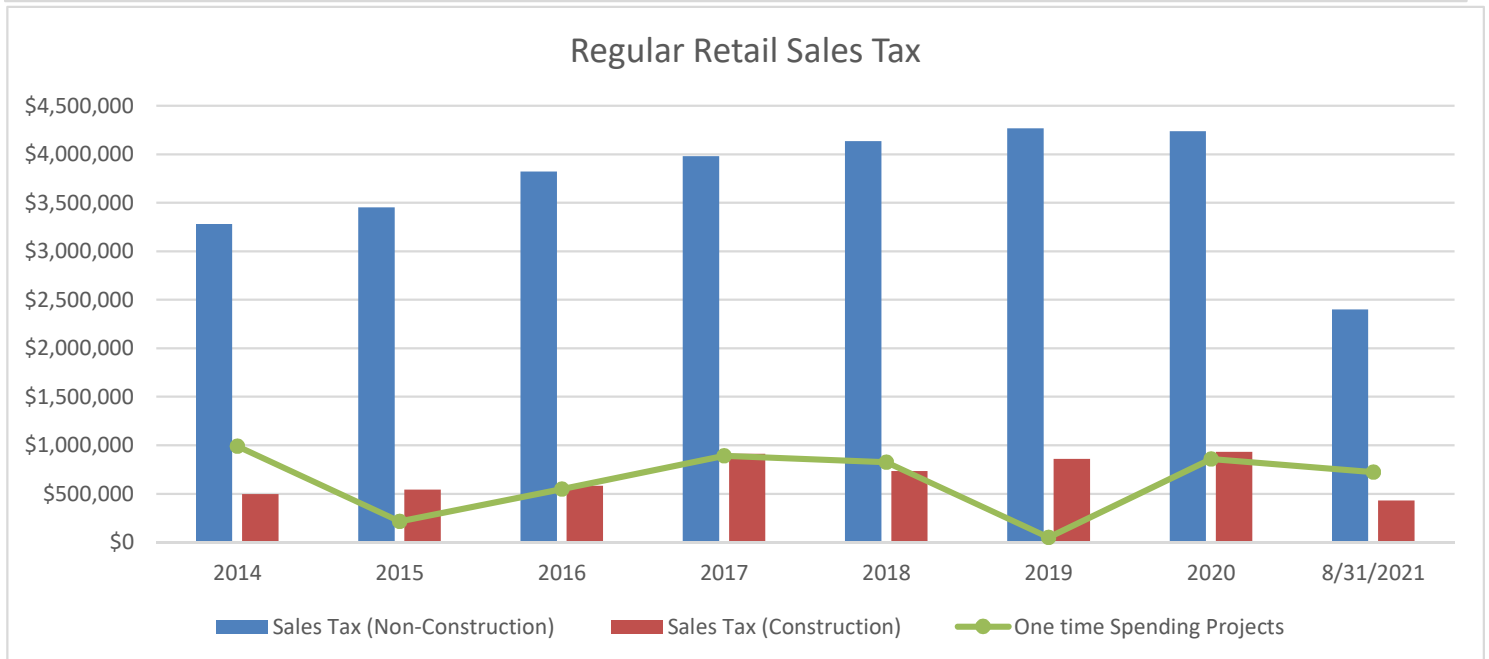
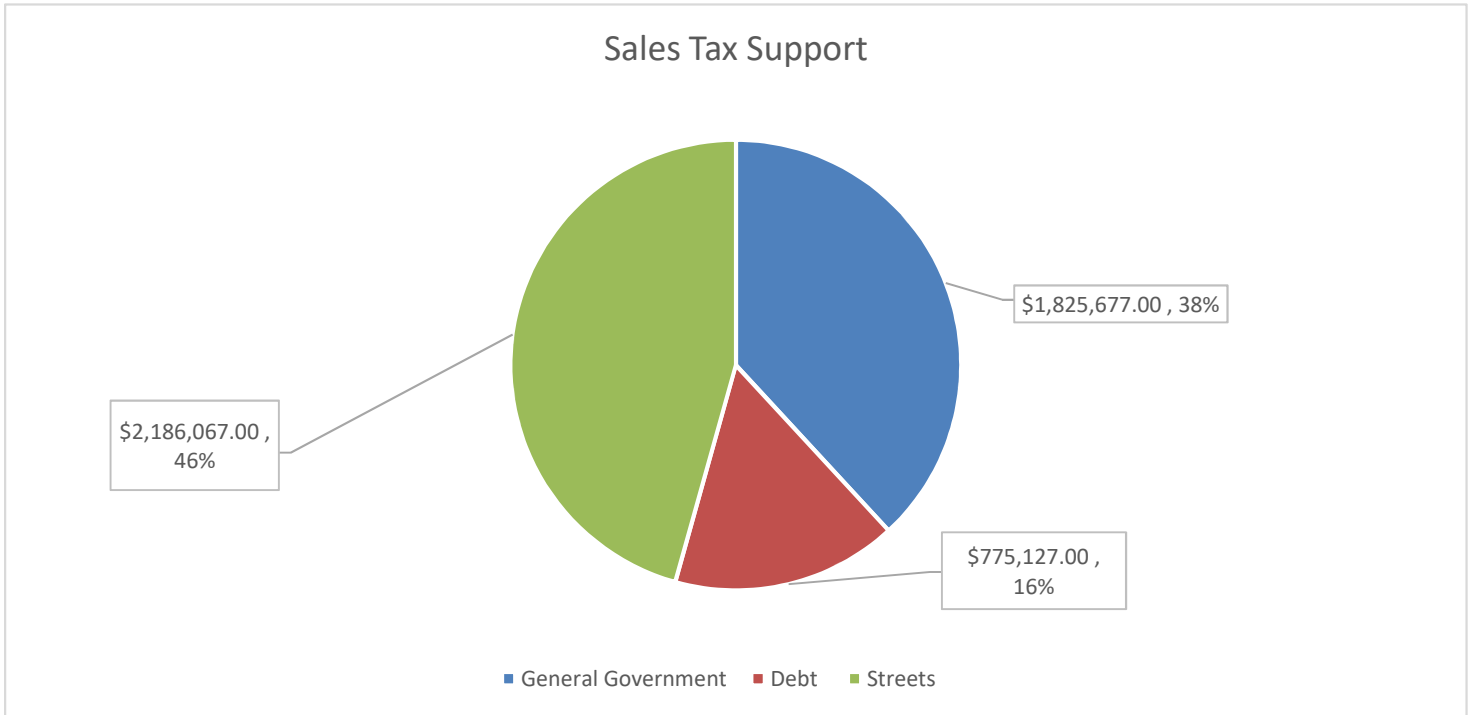
2021/2022 Estimated Revenues - General Fund

By Major Source

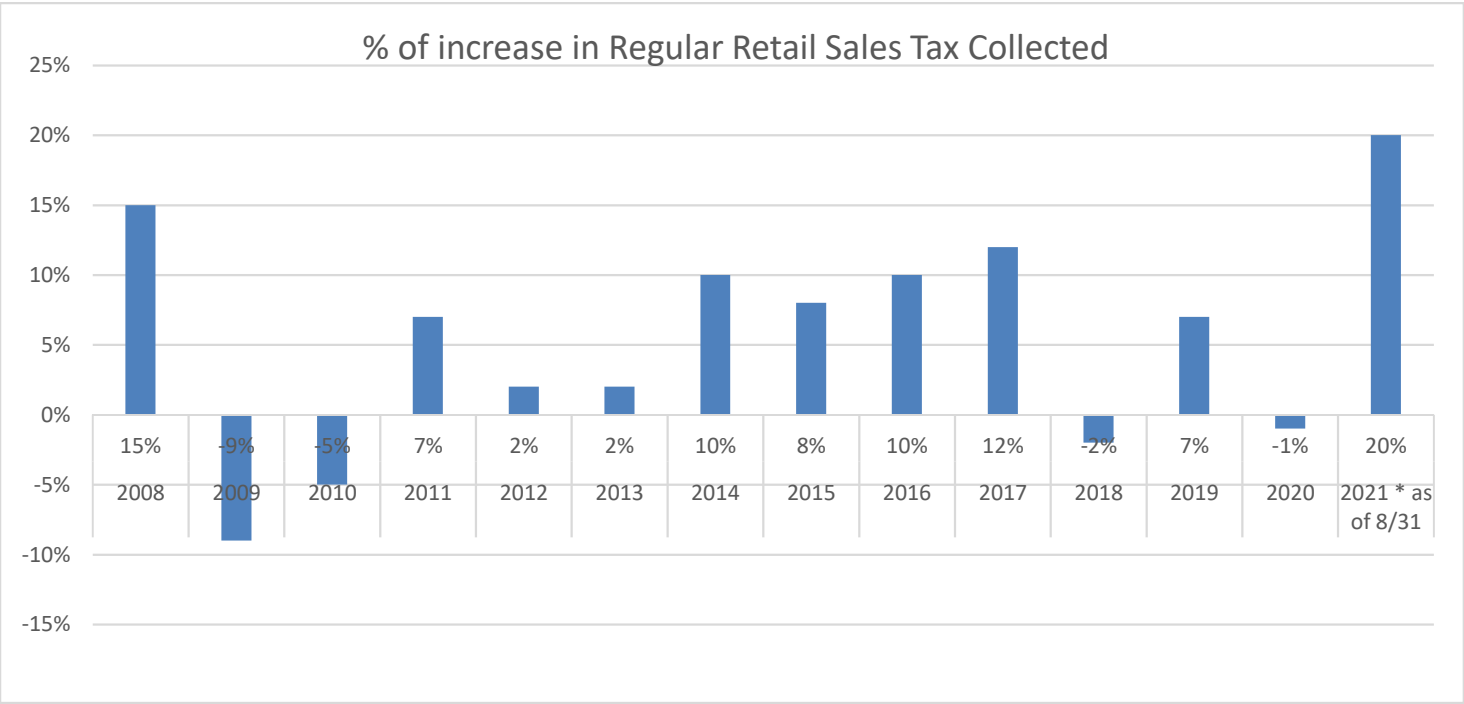


	2021 Estimates	2022 Estimates	% Change
Taxes	\$12,780,320	\$12,985,344	1.6%
Licenses & Permits	677,233	797,483	17.8%
Intergovernmental Revenues	3,642,681	3,431,999	-5.8%
Charges for Services (incl. internal services)	3,882,629	3,990,533	2.8%
Fines & Forfeits	63,885	256,400	301.3%
Miscellaneous	305,336	293,980	-3.7%
Total Revenue	21,352,084	21,755,739	1.9%
Budgeted Beginning Fund Balance	7,463,047	6,816,744	-8.7%
Total General Fund Revenues & Funding Sources	\$28,815,131	\$28,572,483	-0.8%

2022 Sales Tax Support

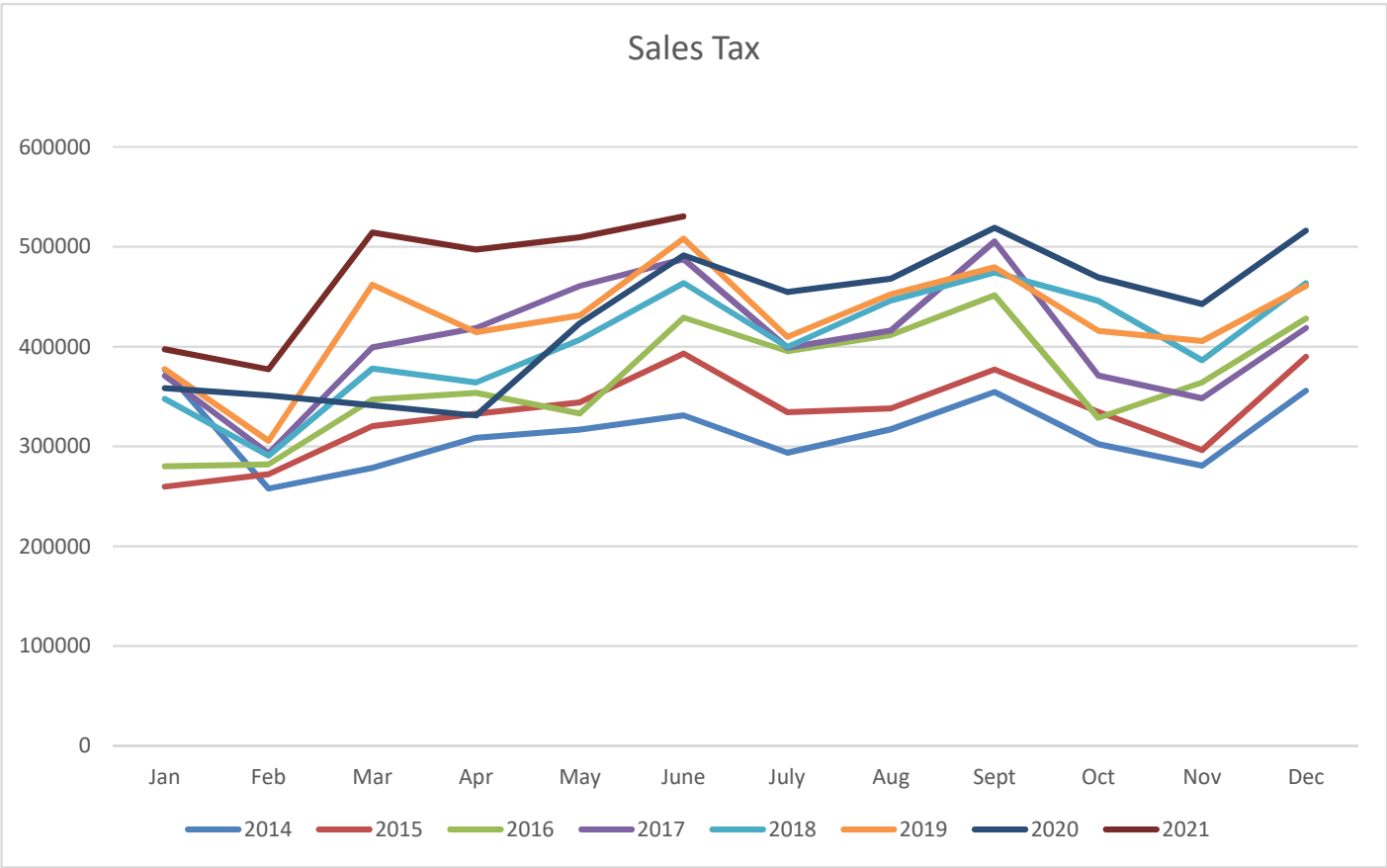


* One Time Spending Projects includes Arterial Street Support



* 2018 decrease is from going to cash basis reporting in 2018

**2021 as of June 2021 sales





CITY COUNCIL AGENDA REPORT

City Council Meeting Date:	October 4, 2021
Item Title/Agenda Subject:	Public Hearing (Legislative) for Adoption of the Ellensburg Housing Action Plan
Submitted by:	Kirsten Sackett Community Development
Recommended Action or Motion:	Conduct public hearing and adopt the attached resolution adopting the 2021 Ellensburg Housing Action Plan for submission to the Department of Commerce
Background/Summary:	RCW 43.185B.007 states that, "It is the goal of the state of Washington to coordinate, encourage, and direct, when necessary, the efforts of the public and private sectors of the state and to cooperate and participate, when necessary, in the attainment of a decent home in a healthy, safe environment for every resident of the state. The legislature declares that attainment of that goal is a state priority." In the time since this goal was set in 1993 as part of the Growth Management Act, the State of Washington has seen unprecedented growth. From 2000-2015 alone, the State underproduced housing by approximately 225,000 units, and the legislature has been consistently pursuing options for combatting the associated housing challenges. Recognizing the need to provide assistance to jurisdictions trying to keep up with the demand for new housing units, and at an affordable level, the Washington State Legislature passed HB1923 during the 2019 legislative session. This bill encourages cities planning under the state Growth Management Act to take actions to increase residential building capacity. One of the recommended actions is for cities to develop a housing action plan "...to encourage construction of additional affordable and market rate housing in a greater variety of housing types and at prices that are accessible to a greater variety of incomes, including strategies aimed at the for-profit single-family home market" (RCW 36.70A.600). HB 1923 also provided grant funds to help jurisdictions develop

a Housing Action Plan (HAP) for their communities. The City of Ellensburg was a recipient of these grant funds in 2020 and contracted with BERK Consulting in 2021 to aid in the development of a local Housing Action Plan.

Even before the City was awarded with grant funds to develop a Housing Action Plan, the City had been focusing on methods to combat housing challenges within the community. The 2017 Comprehensive Plan included a robust chapter that was based on data from a 2015-2016 Housing Needs Assessment and a 2015 Buildable Lands Capacity report. City residents later voted to approve the .01% affordable housing sales and use tax (20170, and the City Council created a new Affordable Housing Commission (AHC) to help provide direction for affordable housing activities.

Previous Council Action:

During the June 28, 2021 City Council study session, staff facilitated a policy discussion about the purpose of the City's affordable housing programs. This included a review of actions taken by the City since 2016 to address the affordable housing issues in the community. During the July 19 Council study session, staff provided Council with a briefing about the background and purpose of the HAP, shared key findings from the Housing Needs Assessment, and discussed the strategies under consideration for inclusion in the HAP. At the August 16 study session staff provided a briefing on the additional anti-displacement strategies that were under consideration after discussion with the AHC, Planning Commission, and the ad hoc HAP Stakeholder Advisory Group.

Analysis:

In order to assist communities in the development of a local housing action plan, the State developed a guidance document which outlines the following required elements of a HAP:

- Housing Needs Assessment
- Community and Stakeholder Engagement
- Review of Housing Policy Framework, including
 - Comprehensive Plan housing goals
 - Land Development Code regulations
- Strategies for Housing Development, including
 - Increasing the housing supply
 - Increasing the variety of housing types

- Increasing the supply of housing affordable to all income levels
- Evaluation of the potential efficacy of proposed strategies
- Consideration of strategies to minimize displacement of low-income residents due to redevelopment
- Implementation and Monitoring
- Adoption

The Housing Action Plan under consideration for Council adoption includes all of the required elements above. In order to utilize the most current data for the Housing Action Plan, BERK Consulting completed an update to the City's Housing Needs Assessment in June 2021 (Appendix A of the HAP). The data was then used to inform the narrative around the housing challenges in Ellensburg, and helped to formulate many of the recommendations that are included in the Housing Action Plan.

Staff also worked with BERK on a review of the housing goals within the City's Comprehensive Plan, as well as the framework of the Land Development Code as it pertains to the development and permitting of new residential units in the City.

Strategies for combatting the housing challenges specific to Ellensburg were initially developed by BERK and by staff, but the strategies were then vetted and expanded by the Planning Commission, Affordable Housing Commission, a HAP Stakeholder Advisory Group, followed by a debriefing with City Council. The stakeholder and community engagement summary is further described in Appendix C of the HAP.

SEPA REVIEW

A Preliminary Determination of Non-Significance was issued by the SEPA Responsible Official on September 9, 2021. A Final SEPA Threshold Determination is expected to be issued on October 4, prior to the City Council meeting.

PROCEDURES

One of the required elements of the WA Department of Commerce Grant is that the City Council conduct a public hearing for adoption of the HAP. Per the terms of the grant

agreement, the City must submit the adopted HAP to the Department of Commerce no later than Thursday, October 7.

As a recommending body to City Council, the Planning Commission held a public hearing on the HAP on Thursday, September 23, 2021. No members of the public were in attendance, and at the conclusion of the meeting, the Commission voted unanimously to recommend Council adoption of the HAP. In addition, the Commission made a motion recommending that City Council prioritize the following strategies listed on page 20 of the HAP: 6, 7, 8, 10, 11, 12, 13 and 14. The Commission also made a recommendation that Strategy #4 should be prioritized but re-worded to “encourage the construction of multi-*unit* housing” rather than multi-*plex*. Due to industry definitions, staff recommends that Council adopt the Housing Action Plan without the rewording of Strategy #4.

While delivering this HAP will satisfy the grant requirement, City staff will be utilizing the document as a work plan to guide future actions that will promote new development in the City. Prioritization of HAP strategies will be brought forward for future consideration.

Financial Impact: None at this time.

Attachments:

[Resolution Adopting Housing Action Plan](#)
[Ellensburg Housing Action Plan Public Draft](#)

RESOLUTION NO. 2021-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELLENSBURG adopting the 2021 Ellensburg Housing Action Plan.

WHEREAS, there is a housing affordability crisis impacting the State of Washington as housing production between 2000-2015 was underproduced by approximately 225,000 units; and

WHEREAS, the City of Ellensburg is experiencing a housing affordability crisis with approximately 45% of all household between 2013 to 2017 either cost-burdened (paying more than 30% of their gross household income toward housing) or severely cost-burdened (paying more than 50% of their gross household income toward housing); and

WHEREAS, approximately 59% of renter households in Ellensburg were cost-burdened or severely cost-burdened as of 2017 and there are only 853 low-income rent-restricted units in Ellensburg, while there were 4,425 renter households at qualifying income levels; and

WHEREAS, the City of Ellensburg has seen an increase in home values where between 2000 and 2019 median sales prices increased 47%, and average rent increased by 24%, while the median family income increased by only 15% during the same period; and

WHEREAS, the City of Ellensburg housing stock has limited diversity with 78% of the housing stock consisting of either single family homes or units in multifamily buildings of five or more units, with limited housing units in the missing middle category; and

WHEREAS, in order to address the existing undersupply of units and the growth targets the City of Ellensburg needs to produce 281 housing units annually from 2020-2037 to address both the growth target and the undersupply of housing units, representing a 162% production increase over current annual net product of 107 units per year; and

WHEREAS, the Washington State Legislature passed HB 1923 during the 2019 legislative session to provide grant funds to cities for development of a Housing Action Plan (HAP); and

WHEREAS, the City of Ellensburg received a \$50,000 grant from the Department of Commerce for developing a Housing Action Plan which included completing an updated Housing Needs Assessment (HNA); and

WHEREAS, the Housing Action Plan, in accordance with HB 1923, accomplishes the following: 1) quantifies existing and projected housing needs for all income levels, including extremely low-income households; 2) develops strategies to increase the supply of housing, and variety of housing types; 3) analyzes population and employment trends, with documentation of projections; 4) considers strategies to minimize displacement of low-income residents resulting

from redevelopment; 5) reviews and evaluates the current housing policies; 6) provides for participation and input from community members, community groups, local builders, local realtors, and nonprofits housing advocates; and 7) includes a schedule of programs and actions to implement the recommendations of the housing action plan; and

WHEREAS, the development of the HAP involved public outreach that included stakeholder advisory group meetings, planning commission meetings, affordable housing commission meetings, city council meetings, an online survey, social media postings, and press releases on the City website and in the Daily Record, which allowed for continuous public participation and comment; and

WHEREAS, the Housing Action Plan contains strategies and recommended action steps that can be taken to increase the diversity, availability, and production of affordable housing units; and

WHEREAS, the HAP will provide guidance to the City when planning for the present and future housing needs of the City, and will be instrumental when drafting future Comprehensive Plan updates (annual and periodic); and

WHEREAS, on October 4, 2021 the City's SEPA Responsible Official issued a Determination of Non-Significance (DNS) for the Housing Action Plan; and

WHEREAS, the Planning Commission held a duly advertised public hearing on September 23, 2021 on the Housing Action Plan and voted unanimously to recommend that the City Council adopt the HAP; and

WHEREAS, City Council held a study session on July 19, 2021 for a briefing on the findings of the Housing Needs Assessment and the development of the Housing Action Plan, followed by an August 16, 2021 study session to review recommended implementation strategies; and

WHEREAS, following a duly advertised public hearing held during a regularly scheduled Ellensburg City Council Meeting on October 4, 2021, the City Council approved the Housing Action Plan;

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

Section 1. The City Council hereby adopts the City of Ellensburg Housing Action Plan, 2021, attached hereto in Exhibit A.

Section 2. The Community Development Department is hereby directed to submit the adopted Housing Action Plan and all supporting documentation to the Washington State Department of Commerce.

ADOPTED by the City Council of the City of Ellensburg this 4th day of October, 2021.

Mayor

Attest:

City Clerk

City of Ellensburg Housing Action Plan

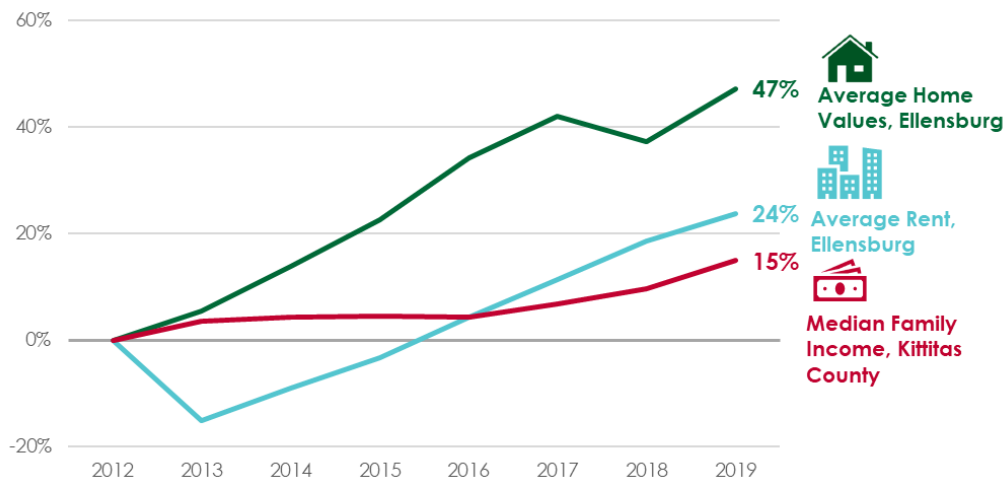
September 2021

Prepared by:
BERK Consulting

Executive Summary

This Housing Action Plan (HAP) is the City of Ellensburg's plan to support affordability and choice in housing for all community members. **The plan outlines strategies to address the need for more housing, more variety in housing types, and housing affordable to households at all income levels.** Housing costs are the largest component in most household budgets, and a growing number of households are experiencing cost burden in Ellensburg. Housing cost burden means that over 30% of income is spent on housing, resulting in difficult financial tradeoffs between priorities such as healthcare, transportation, food, and education. A welcoming, inclusive Ellensburg will offer housing options attainable for all household types and budgets.

Percent Change from 2012 of Home Values, Rents, and Median Family Income in Ellensburg and Kittitas County.



Sources: Zillow, 2020; Washington Housing Finance Commission, 2020; BERK, 2021.

The process for creating this Housing Action Plan included a housing needs assessment, a city-level policy review, and a community engagement program. This three-tiered approach identified challenges, opportunities, and priorities for the goals and strategies of the HAP. Some key findings from the development phases include:

- Ellensburg is growing, and housing production is not keeping up. An additional 4,772 housing units are needed by 2037 to align with population targets.
- Ellensburg's housing stock lacks mid-sized options for smaller households. From 2016-2020, only 71 units of missing middle housing types were produced in Ellensburg.
- Housing affordability is a major concern across family types, particularly for moderate- and low-income households.
- Survey respondents were open to a variety of housing types and styles across residential neighborhoods.

Ellensburg's community engagement program included a 14-member stakeholder advisory group and 233 resident responses through a community-wide survey to incorporate priorities, preferences, and ideas from across the city.



Detached accessory dwelling unit (photo SHKS Architects)

What is missing middle housing?

Missing middle housing refers to housing options that transition between single family homes and mid- or high-rise multifamily buildings. This includes a diversity of residential housing options, and this HAP identifies five types that align with Ellensburg's various housing needs: townhomes, cottage housing, accessory dwelling units, 2-3-4-plexes, and condominiums.

In response to the needs assessment, policy review, and community engagement process, Ellensburg developed three overarching goals for its housing program:

- 1. Produce more housing,**
- 2. Add variety to the housing stock, and**
- 3. Preserve and create income-restricted affordable housing units.**

Making progress toward these goals will require a multipronged approach. Fourteen action strategies have been identified to support the three goals of the HAP.

- 1. Encourage the production of townhouses.**
- 2. Encourage the production of cottage housing.**
- 3. Encourage the production of accessory dwelling units.**
- 4. Encourage the production of multiplex housing.**
- 5. Encourage the production of condominiums.**
- 6. Build added flexibility into the zoning code.**
- 7. Strategically rezone for more mixed-use development.**
- 8. Preserve income-restricted affordable housing developments.**
- 9. Update housing incentives to encourage production of missing middle housing units and income-restricted affordable units.**
- 10. Research and implement financial strategies that construct affordable housing units.**
- 11. Support relocation assistance for residents of manufactured home parks when parks are sold.**
- 12. Continue community outreach and education on housing needs and the existing systems that support access to housing.**
- 13. Build a partnership with Ellensburg Diversity, Equity, and Inclusion Commission.**
- 14. Develop and support programs that minimize displacement.**

These strategies identify policy and program priorities to achieve Ellensburg's housing goals. This HAP includes an implementation schedule and identifies key indicators to track progress toward overarching goals. This plan is intended to serve as a living document, flexible and responsive to market conditions and community needs over time.

Ellensburg Housing Action Plan | PUBLIC DRAFT

City of Ellensburg Housing Action Plan | September 2021

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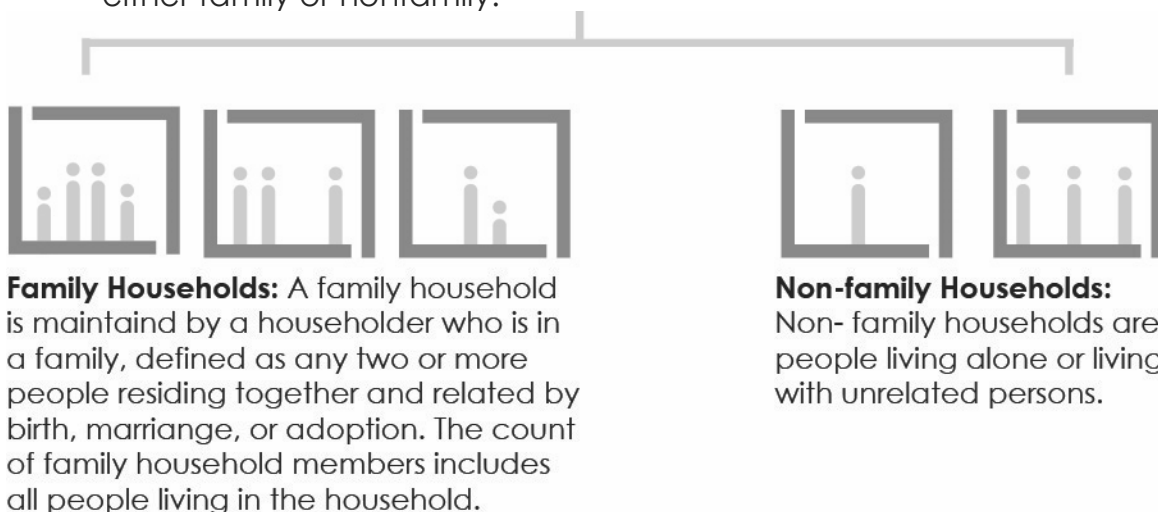
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Glossary of Terms

- **Housing Affordability:** Broadly speaking, housing affordability speaks to the relationship between housing costs and income. U.S. Department of Housing and Urban Development (HUD) considers housing to be affordable if the household is spending no more than 30% of its income on housing costs, including utilities. Income-restricted affordable housing is one method of achieving housing affordability that involves either publicly owned or publicly subsidized housing.
- **Cost-Burdened Household:** Households that pay more than 30% of their gross income on housing, including utilities. The 30% threshold is set by HUD. Rate of cost burden among households is a metric that gauges the intensity of housing affordability challenges within a community. Cost burden is most challenging for households at lower income levels who are more vulnerable to increasing housing costs and will have less money available for other essentials such as food, clothing, transportation, and medical care.
- **Severely Cost-Burdened Household:** Households that pay more than 50% of their gross income on housing costs, including utilities. This 50% threshold is set by HUD.
- **Household:** The U.S. Census Bureau defines a household as a group of people living within the same housing unit. This can be a person living alone, a family, or a group of unrelated people sharing a housing unit. Those living in group quarters, such as a college dormitory, military barrack, or nursing home, are not considered to be living in households. Households are further broken down as either family or nonfamily.



**Distance represents related individuals (clustered people are related; spaced people are not)*

- **HUD: The US Department of Housing and Urban Development (HUD)** is responsible for federal housing assistance programs such as [Section 8 vouchers](#) for rental assistance. HUD sets income limits for metropolitan areas and counties across

the country which determine eligibility for income-restricted housing units. HUD also sets thresholds to define terms such as “affordable” and “cost burden”.

- **LIHTC: Low-Income Housing Tax Credit.** This is a federal program, administered by HUD, to expand the income-restricted affordable housing stock. Private or non-profit housing developers apply for these tax credits, which are used to help finance multifamily developments that set aside a minimum threshold of units as income restricted for a defined period, often 20 years. See [the program website](#) for more details.
- **Median Income:** The income level at which half of the group is above and half of the group is below. This calculation is often used instead of an average income to avoid skew by extremely high or extremely low values in the dataset.
 - **AMI: Area Median Income.** Most broadly used term for median income calculations. **In this report, AMI is used to represent the HUD-Area Median Family Income (HAMFI).** HAMFI calculates the median family income for metropolitan areas and counties nationwide. These income levels are adjusted based on household size and are used to determine eligibility for income-restricted housing units. Ellensburg, for example, is part of the Kittitas County metropolitan area.
- **Missing Middle Housing:** Housing types that fall in between detached single-family homes and mid- or high-rise multifamily buildings. This includes a diversity of residential housing options, such as townhouses, stacked or side-by-side multiplexes, or accessory dwelling units.

Introduction

This Housing Action Plan sets goals and strategies to address housing needs in Ellensburg. Strategies outlined in this plan set priorities for city action and investment over the next five years. This Housing Action Plan (HAP) was created by analyzing available data, evaluating the City's ongoing policy efforts, and engaging with community members. To provide a range of ways to participate in the HAP process, public engagement included an online survey, virtual public meetings, and deeper conversation with committed stakeholders through an advisory group. Mailings, a project website, and social media provided project announcements and community outreach. These activities were conducted throughout the COVID-19 pandemic, observing appropriate social distancing precautions.

Exhibit 1: Housing Action Plan Process Diagram



Source: BERK, 2021.

The HAP builds upon a solid foundation of education and action addressing housing challenges in Ellensburg. The City maintains an interactive website displaying data and trends relevant to housing affordability and availability to provide public education on the community's housing needs.¹ In 2017, voters passed a 0.1% sales tax increase that enabled the City to establish a local housing fund. The fund contributes to affordable housing and related services in Ellensburg. This Housing Action Plan takes the next step in this journey, establishing policy priorities and identifying needs specific to many different housing types.

¹ [City of Ellensburg Housing Dashboard](#)

DOCUMENT OUTLINE

This document first reviews key findings from Ellensburg's Housing Needs Assessment, Housing Policy Review, and Community Engagement plan. These findings shape the goals and strategies established in the body of the Housing Action Plan. Each strategy is tailored to address the specific context of Ellensburg and includes considerations for successful implementation. A monitoring and implementation section displays a timeline for action and establishes key metrics to monitor success across a longer-term horizon. Housing production is a long-term process, and a consistent progress check-in schedule will allow for Ellensburg's approach to adapt to changing conditions over time.

- Review of Key Findings from earlier project phases
 - **Housing Needs**
 - **Housing Policy Review**
 - **Community Engagement**
- Establish goals of the Housing Action Plan and detail strategies to achieve these goals
 - **Housing Action Plan Goals**
 - **Housing Action Plan Strategies**
- Set a framework for strategy implementation and outcomes-based progress monitoring over time
 - **Implementation & Monitoring**

Full reports from earlier project phases can be found in document appendices.



View across Central Washington in Ellensburg. Image source: City of Ellensburg.

Housing Needs Assessment: Key Findings

A Needs Assessment gathers relevant data on community demographics, housing stock, and housing affordability in Ellensburg. The key findings from this report are listed below, with a full copy found in Appendix A: Housing Needs Assessment. These findings inform the goals and strategies identified in this Housing Action Plan.

Ellensburg is growing.

Ellensburg's population increased by 14% from 2015 to 2020. Adopted population targets plan for an additional 9,661 people by 2037. Countywide trends suggest that an increasing proportion of these residents will be 65 and older.

Ellensburg's housing stock lacks midsize housing options for smaller households.

Over three quarters of Ellensburg's housing stock is either single-family units or apartments in larger (five or more units) buildings. There is a lack of "missing middle" housing types such as townhouses, condominiums, and cottage housing, despite being a good match for many smaller households that live in Ellensburg.

There is a current undersupply of housing units, and new housing production is not pacing with population growth. Ellensburg needs to increase production from 107 to 281 units per year to accommodate expected population growth.

Vacancy rates in Ellensburg are extremely low, demonstrating a shortage of housing compared to current demand. In addition to the increased rate of housing production needed to accommodate population growth targets, the City needs to add at least 441 total units to address this supply gap. To meet the diversity of current and future housing needs, new housing production should come in different formats including both ownership and rental housing types at various affordability levels.

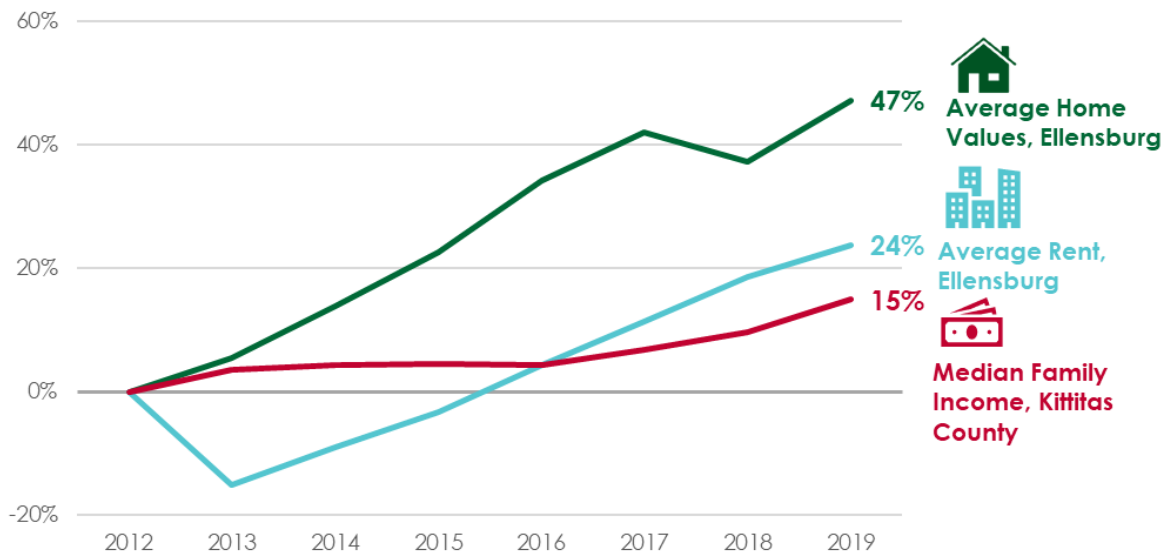
Ellensburg needs more income-restricted affordable housing.

Many residents qualify for these units by income but do not have access to supply, resulting in cost burden. Over half (57%) of current income-restricted units have affordability covenants that will expire by 2030. Additionally, there is an undersupply of these units and low rates of production.

45% of Ellensburg's households are cost-burdened or severely cost-burdened.

Cost-burdened households pay 30% or more of their incomes toward housing, and severely cost-burdened households pay 50% or more. These residents are likely to make difficult financial tradeoffs between competing priorities such as healthcare, transportation, and education. Cost-burdened renters are unlikely to accumulate enough savings to start meaningful down payment funds for future homeownership. In Ellensburg, many cost-burdened households are university students, older adults (62+) who live alone, and smaller families (two to four members).

Exhibit 2: Percent Change from 2012 of Home Values, Rents, and Median Family Income in Ellensburg and Kittitas County.



Sources: Zillow, 2020; Washington Housing Finance Commission, 2020; BERK, 2021.

Housing affordability is a barrier to home ownership.

While many renters in Ellensburg are university students who prefer the flexibility of rental housing, those who desire the stability of home ownership may face barriers of both supply and affordability. Home values are rising much faster than incomes, and this imbalance makes a home purchase less attainable.

Housing Policy Review: Key Findings

A review of housing policies in Ellensburg uncovered opportunities for better alignment with the goals of this Housing Action Plan. This review analyzed the city's zoning code, design guidelines, and housing incentive programs to identify potential barriers to missing middle and income-restricted affordable housing production. Additionally, this study included an evaluation of policies in Ellensburg's Comprehensive Plan for alignment with the goals of this Housing Action Plan to identify any challenges or competing priorities.

Key findings from the development code review can be found below, with full assessment located in Appendix B: Policy Review.

RESIDENTIAL ZONING

Ellensburg's zoning code includes five residential districts, a manufactured home district, and three commercial districts that allow multifamily development. The review included a special focus on development standards for townhouses and cottage housing development, described below. Overall recommendations point to

opportunities for added flexibility to accommodate missing middle housing types across zones that allow residential development and modified regulations to improve the viability of these types on infill lots.

Townhouses

Townhouses, or townhomes, are single-family units with at least two floors that share a wall with another unit. They are often sized with 1 to 3 bedrooms and are sold on individual lots. The Policy Review identifies the following barriers to townhouse construction within the parameters of Ellensburg's development regulations:

- **Special approval is needed for townhouses as infill development.** Townhouses are not allowed adjacent to single-family dwellings without individual site approval. This is a barrier to infill development within existing neighborhoods.
- **Density maximums are a barrier.** Typical townhouse densities are 13 – 30 units/acre. Within R-S and R-L zones, the maximum density is six and eight units per acre, respectively. The density bonus for alternative housing types does not kick in for developments under 5 acres and even with the 10% or 15% bonus, typical townhouse density is not permissible.
- **Parking and driveway regulations are restrictive.** Features such as street-facing garages and parking for only one vehicle per unit are common in townhouse developments. In Ellensburg, townhouse garages cannot face a public street and a minimum of 2 parking spaces per unit is required.
- **Landscaping plans are required.** In Ellensburg, planter strips of at least 4 feet are required at each townhouse entrance. In addition, units with garages require planting areas near pedestrian entries of at least 20 square feet with a combination of shrubs or ground cover and a tree. There are no landscaping requirements for single-family homes.
- **In general, Ellensburg's townhouse development code is challenging to interpret and included photos are not helpful.** No townhouse development applications have been submitted in Ellensburg, making this review a new exercise of putting code language to use. Planners note that the current regulations are confusing and difficult to apply. Simpler code language with fewer site constraints could improve the efficiency of the review process, in addition to initial site planning from developers.

Cottage Housing

Cottage housing consists of small, usually single-level, detached units which can be on individual lots or clustered around common open space. Ellensburg's cottage housing standards were compared with those of two communities which have incorporated cottage housing into their housing stock, Kirkland and Poulsbo, for reference.

Takeaways from these comparisons include:

- **Ellensburg's current unit size maximums may be a barrier.** Maximum unit size could be increased from 1,200 SF to 1,500 SF. It could also be removed completely with site design and height constraints as the restricting factors for unit size.

- **Ellensburg's minimum parking requirements, 1.5 spaces per unit, are in line with requirements elsewhere.** The city could consider a tiered model, as in Kirkland, where smaller unit sizes are only required to provide one parking space. In Poulsbo, only one space needs to be provided near the unit and the second space can be provided in a shared lot.
- **Open space requirements may introduce too many site constraints.** The existing requirement of 400 SF/unit of private space and 200 SF/unit of common space is higher than Poulsbo (300 SF of common and 200 SF private) or Kirkland (400 SF common and no minimum for private). Modifications for flexibility in site design could increase project feasibility for more developments.
- **Lack of predictability for developers is a barrier.** Pilot programs to create demonstration projects can be an effective “proof of concept” approach for new development styles, such as cottage housing, within a community. These projects may demonstrate project feasibility or reveal which aspects of the development code need to be adjusted to avoid future problems.

DENSITY BONUS PROGRAM

Ellensburg's R-S and R-L zones include density bonus incentives² for using energy efficient construction, adding to the mix of housing types, adding off-street trails, incorporating historic preservation, and including income-restricted affordable housing. Bonuses can be combined to a maximum of 12 units/acre in R-S and 14 units/acre in R-L. This review focused on the density bonus offered for adding to the mix of housing types (via adding missing middle housing types) and creating affordable housing.

- **Language regarding compounding benefits should be clarified.** The bonus description states that “Developments may use a combination of bonus elements provided they comply with the maximum density provisions set forth for the zone in Table 15.320.030.” The description should provide example calculations to demonstrate this methodology, particularly the combination of affordable housing with a greater mix of housing types.

Incentive for adding to the mix of housing types

- **This incentive does not apply to infill housing development.** Removing the five-acre minimum lot size requirement would allow for infill housing of alternative types.
- **The requirement for incorporating multiple housing styles is unnecessary.** This adds a barrier of complexity to site development which can decrease project feasibility. Removing this requirement could help developers simplify site planning when applying for the bonus, and it better aligns with infill developments.
- **The current bonus level is too low to adequately encourage townhouse, duplex, or multifamily production.** Average site densities for these housing types are

² [ECC 15.330.020](#)

much higher than the permitted densities, even with the bonus incentive. Alternate bonus levels could be considered.

- A 50% bonus increases site density to nine and 12 units per acre. This could better accommodate small multifamily projects, such as 3- and 4-plex units.
- The maximum density limit for each zone, with density bonuses applied, is 12 units per acre in R-S and 14 units per acre in R-L. These densities represent the very low end of typical densities for many missing middle housing types.
- A 100% bonus, similar to that offered for LEED-platinum construction, would allow for 12 and 16 units per acre in R-S and R-L zones. This is better aligned with typical site densities for cottage housing, duplexes, or larger unit townhouse developments. Currently, however, the maximum density for the R-L zone is 14 units per acre, capping the ability to fully utilize this 100% bonus.
- **The added density bonus does not increase capacity for Accessory Dwelling Units (ADUs), as they are already permitted in these two zones.** An allowance for two ADUs on a site would need to be incorporated for the density bonus to be effective at encouraging ADU construction.

Incentive for income-restricted affordable housing units

- **Ellensburg may want to consider adjusting unit eligibility for households with incomes below 80% AMI, particularly for rental units using the density bonus.** Findings from the Housing Needs Assessment indicate that market rate rents are comparable to rent that meets the affordability requirement for Kittitas County's 80% median income thresholds. At the same time, the study identified a greater need for units affordable to households between 50–80% AMI. A tiered program could offer a greater density bonus for units available to lower income brackets.
- **Process improvements that promote the ease and efficiency of operating affordable housing could help address barriers of uncertainty and bureaucracy** for developers who typically construct market-rate housing.
- **Further financial analysis may be needed to better understand costs of construction and benefits of the density bonus** to attract new developers to the program.

Community Engagement: Key Findings

This plan is informed by a community engagement effort that included an online survey, four meetings of a stakeholder advisory group, advertisement and discussion at public meetings, and communication through print and digital media. A full summary can be found in Appendix C: Community Engagement Summary.

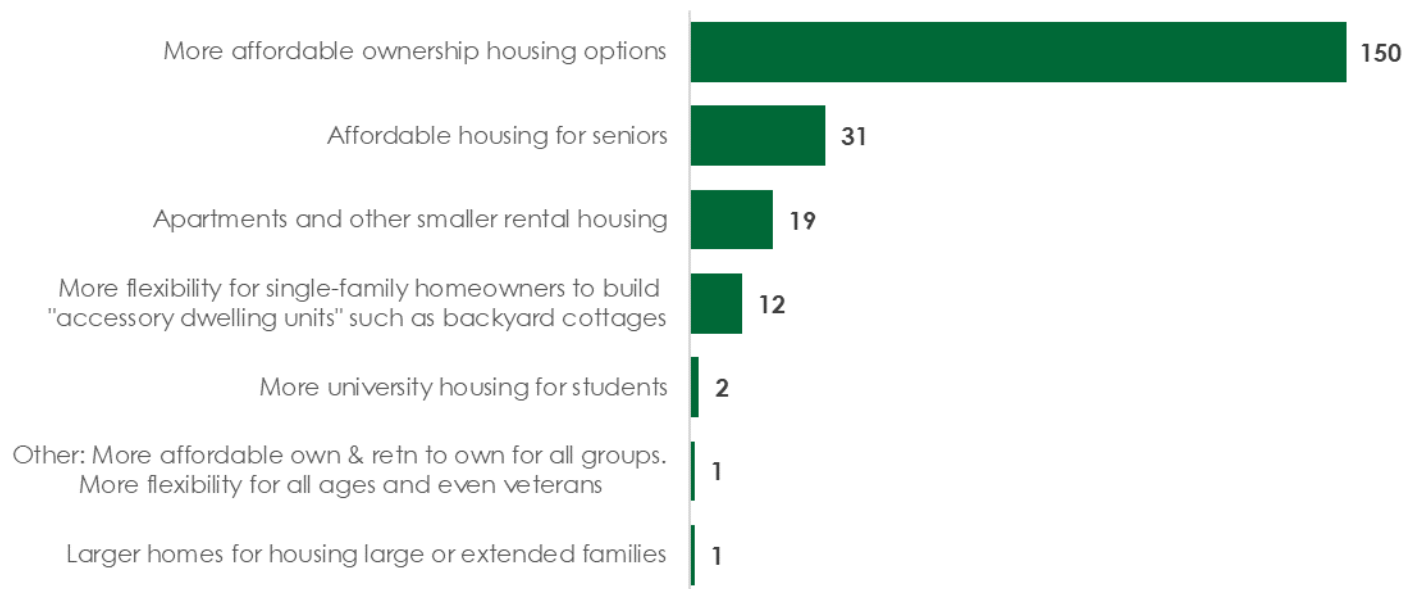
COMMUNITY SURVEY

The City's visual preference survey gauged community response to various forms of

missing middle housing and allowed respondents to select preferences for where these types fit within existing neighborhoods. The survey included images of missing middle housing types grouped by potential areas for application in Ellensburg. The survey site received 850 visitors with 23 completed responses.

Survey respondents overwhelmingly agreed that affordable homeownership opportunities are a priority need in Ellensburg. See Exhibit 3.

Exhibit 3: What kind of housing options do you think are in greatest need in your community?



Write-in responses emphasized community members' desire to maintain the character and small-town feel of Ellensburg and to address housing affordability. Many respondents mentioned a need for affordable rental housing and a desire for walkability and mixed-use neighborhoods, and emphasized a need to consider aging adults for both rental and ownership housing units. Many emphasized the importance of prioritizing the visual character of the city while it grows. A few samples of comments follow:

- **"There are not enough housing choices in Ellensburg.** There are very few vacancies, limited options, and the rental prices are not in line with the income of the majority of households."
- **"I am currently downsizing my single-family home to sell and seeking an affordable apartment, but none are available that match my income or are pet friendly.** Affordability is more important to me than pools, gyms, panoramic views, and other amenities that can inflate rent. Give me a one-bedroom with a washer/dryer, bath, and kitchen, and that is enough to live comfortably without sacrificing food, health care, or transportation. Priorities, please. Pools and treadmills are nice luxury items, but not if their inclusion prices us out of attaining basic needs. And thank you for doing all that you can to solve this housing shortage in ways that are practical for people with limited incomes."

- “I like the rural ‘train stop’ feel of the town. **I would love to live downtown, above a grocery store, with parks nearby.** I would love it if most of the mainstreet stretch was like the part of town between Panda Garden and The Porch. I don't like having to drive 15 minutes to reach food: more mixed zoning!”
- **“More duplexes would be so appreciated.** I would prefer duplexes over apartments but understand that so much of housing needs are for students. One could support more apartments for students and more duplexes for community members.”
- “No survey questions re: need for senior housing for people with income above poverty but below “wealthy” level. **Too rich for low-income & too poor for most everything else in Ellensburg.**”
- “I think what people desire most here are **modest, affordable single family homes with yard space.**”
- “I am a 55 year old male married but separated. **I’ve found that if you don’t wish to have a roommate in this town it extremely difficult to find housing.** I would also add that Ellensburg is worth the effort. A pretty great place to live.”
- “As a senior **I worry about finding a nice place to rent that I can afford to live in**”

In response to visual imagery of various missing middle and multifamily housing types, Ellensburg's community is generally supportive of variety across its different residential zones. For most images tested, respondents selected positive or neutral responses at rates over 50%.

- Some building types were consistently favored across multiple zones. The below images, of a duplex and a five-story multifamily building, represent housing types that received high positive response rates for multiple zones, as summarized. In general throughout the survey, missing middle housing types received more favorable responses than multifamily buildings.

- Description: Two attached units with modulated roofline/façade, separate covered entries, garages/driveways to the rear off alley.



yes | neutral | no

Single family areas: 72% | 9% | 19%

Transitional areas: 70% | 15% | 15%

Multifamily areas: 83% | 7% | 10%

- Description: Five-story building with commercial on ground floor and apartments above, balconies, façade modulation and mix of materials, widened sidewalk, underground parking.



yes | neutral | no

Downtown areas: 55% | 13% | 32%

Freeway Interchange areas: 56% | 20% | 35%

Commercial areas: 58% | 15% | 27%

- Some building types were tested across multiple areas with different results. For example, the 7-story building shown below was rated more acceptable in freeway interchange areas than downtown or commercial areas. Survey respondents were generally cautious toward taller buildings and buildings without brick façades in downtown areas, but demonstrated greater acceptance of these types in freeway interchange or commercial zones.
 - Description: Seven story apartment building(s) with internal courtyard, sky bridge, façade modulation, modern design, underground parking



	yes	neutral	no
Downtown areas:	24%	13%	63%
Freeway interchange areas:	37%	16%	46%
Commercial areas:	32%	15%	52%

STAKEHOLDER ADVISORY GROUP

Ellensburg's stakeholder advisory group includes 14 members representing diverse interests related to housing in the community. Members include real estate professionals, affordable housing organizations, and university representatives, among others. A full list can be found below. This HAP would not have been possible without the input and participation from each member of this group.

Stakeholder Advisory Group meeting series

- Meeting 1:** Introduce project, review Housing Needs Assessment, and discuss housing needs and priorities.
- Meeting 2:** Review and refine proposed strategies to address housing needs.
- Meeting 3:** Discuss engagement strategies and review and discuss HAP progress.
- Meeting 4:** Review final HAP and prepare for adoption.

Stakeholder Advisory Group members

Sarah Bedsaul: Affordable Housing Commission member and former director of local Community Land Trust

Hongtao Dong: Construction Management Professor at Central Washington University and Affordable Housing Commission member

Steve Dupont: Representative of CWU President's Office

Jennifer Ellis: Kittitas County Housing Authority Executive Director

Tyler Glahn: Local developer

Landis Hanson: CWU student and Ellensburg Diversity, Equity, and Inclusion Commission member

Jenna Hyatt: CWU Associate Dean of Student Living

Craig Kelly: HopeSource, Director of Asset Management

John Littel: Kittitas County Housing Authority board member

Amy McGuffin: Kittitas County Chamber of Commerce, CEO

Fred Padjen: Local contractor and Ellensburg Planning Commission member

Kelle Dvorak Vandenberg: Kittitas Habitat for Humanity, Area Director

Toby Williams: Local real estate agent

Rex Wirth: APOYO Food Bank

OUTREACH ACTIVITIES

The City developed project materials, both print and digital, to communicate the goals of this project. The City's website serves as a repository for project information, including status updates, draft documents, schedules, and opportunities for involvement.

The ongoing interactive housing dashboard provides detailed information for community members interested in learning more about existing conditions in Ellensburg. Topics covered include population characteristics, the share of households that are cost-burdened, housing supply, housing affordability, and populations in Ellensburg with unique housing needs.

A project Fact Sheet provides an overview of the HAP, describes key issues, and shares ways to get involved. The content was developed based on the comments, questions, and issues raised by community members and stakeholders. The Fact Sheet is available in print form and on the Project Website.



Above: Ellensburg's Online Housing Dashboard



Right: The Housing Action Plan project fact sheet

Goals and Strategies

This Housing Action Plan will guide Ellensburg's efforts over the next five years to support new housing units and encourage variety and affordability within the community's housing stock. By planning and acting now, Ellensburg can help ensure that future generations enjoy balanced neighborhoods, safe and healthy housing choices, and a more sustainable community. Three overarching goals guide this effort, and all selected strategies will contribute toward one or more of these goals:

1. Produce more housing.
2. Add variety to the housing stock.
3. Preserve and create income-restricted affordable housing units.

Some strategies in this Plan are broad initiatives which will benefit the community as a whole. Others are more targeted to serve certain household types better than others. The Housing Needs Assessment categorizes the household types present in Ellensburg, and the table in Exhibit 4 identifies four major demographic groups in Ellensburg. Strategies in this Plan identify which of these household types might be a good fit for its outcomes.

Exhibit 4: Major Demographic Groups in Ellensburg, by Household Type

Household Type	Description
Older Adults	Adults aged 65+ make up around 15% of Ellensburg's households. These residents may be retired and living on a fixed income. Many are looking to downsize from a single-family home to a smaller unit where they can age in place. Accessibility considerations may be prioritized in this group.
Families with Children	Families with children living at home are 15–20% of Ellensburg households. Families typically desire more than one bedroom in their home. They may be first-time home buyers, or they may be looking to expand their access to space and amenities with added family members.
Working Adults (no children)	Single adults and couples living in the city are approximately 15–30% of Ellensburg's households. They may work in the school system, at the hospital, or at a local restaurant. Some will be renters who prefer smaller unit types for lower maintenance and cost demands. Others will live in ownership housing or be looking for opportunities to become homeowners.
University Students	Non-parent, full-time students of Central Washington University comprise approximately 35–50% of Ellensburg's population. Many live in on-campus residence halls or student apartments. Others live as roommates or singles renting in the city. Students often prioritize lower-cost housing and live in smaller apartment units or group housing arrangements.

Ellensburg's housing network involves many players, and policy action is only one piece of the larger puzzle needed to address housing availability and affordability. It is important for the City to develop meaningful relationships with community organizations, housing providers, and residents for a collaborative effort toward achieving these goals. Housing challenges are regional by nature, and coordination with neighboring jurisdictions, Kittitas County, and regional bodies such as the Kittitas County Conference of Governments will strengthen the impact of system-level changes. An important component of effective implementation of this HAP will be continued and strengthened partnership with regional entities for multi-jurisdictional efforts to address housing needs.

HOUSING ACTION PLAN GOALS

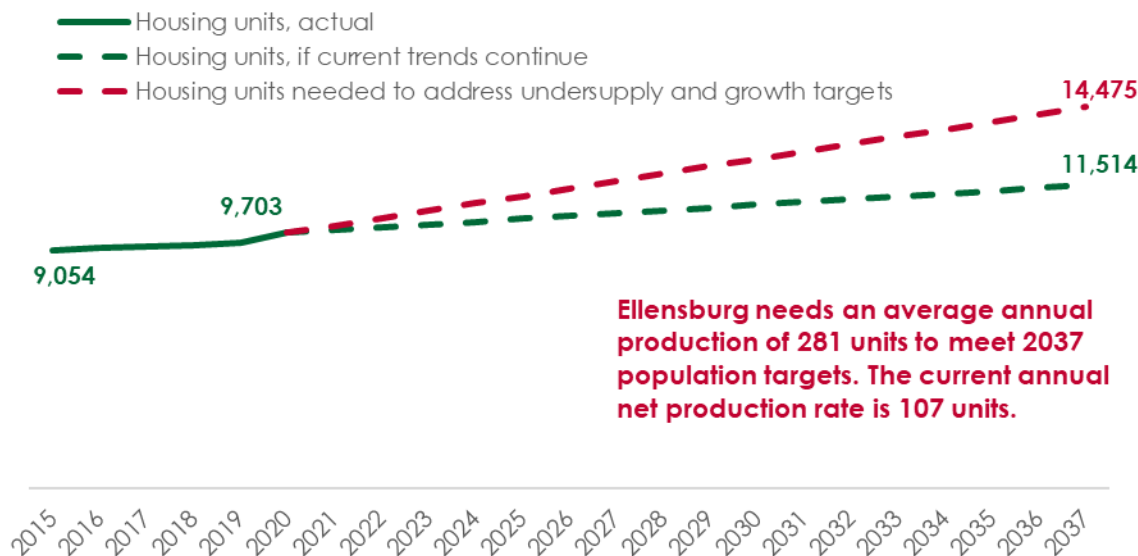
1. Produce more housing.

More housing stock is needed to meet the needs of current and future residents in Ellensburg. Ellensburg is a vibrant community which includes a large state university campus, a growing cohort of retirees, and residents of many linguistic, ethnic, and socioeconomic backgrounds. The Housing Needs Assessment identifies very low vacancy rates in Ellensburg, particularly for ownership housing, accompanied by a production rate which lags population growth targets. When supply is limited, competition for available units drives costs higher. This makes it harder for first-time homebuyers to break into the market, for university student renters to live comfortably, and for anyone feeling a crunch on household expenses to make ends meet. The current annual housing production rate is 107 units/year; to meet 2037 population targets this needs to increase to 281 units/year. Ellensburg is a growing community and increased production for housing of all types can help relieve some of its demand pressures.

“There are not enough housing choices in Ellensburg. There are very few vacancies, limited options, and the rental prices are not in line with the income of the majority of households.”

—Survey Respondent

Exhibit 5: Ellensburg and Urban Growth Area (UGA) Housing Unit Production, Actual and Target, 2015–2037



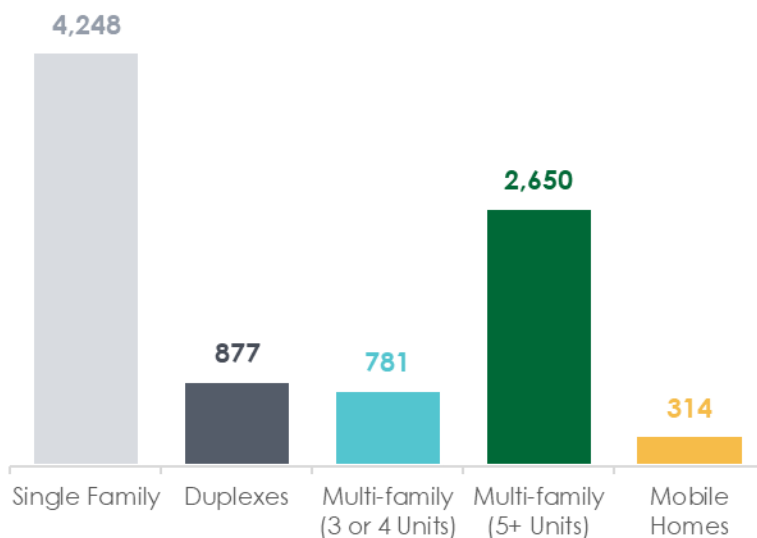
Note: Growth target translated to housing units based on 2020 average household size (2.2).

Sources: Ellensburg Comprehensive Plan, 2017; Washington Office of Financial Management, 2021; BERK, 2021.

2. Add variety to the housing stock.

Ellensburg lacks missing middle housing types, such as townhouses, cottage housing, 2-3-4-plexes, ADU/DADUs, and condominiums. The local market in Ellensburg is heavily weighted toward detached single-family homes, followed by units in multifamily buildings of five or more units (see Exhibit 6). However, two-thirds (66%) of Ellensburg's households are one- and two-person in size, and these individuals and families are often well served by the smaller footprint of missing middle housing types.³ The data show an imbalance between the size of housing units available and the size of households in the community, with 48% of housing units having three or more bedrooms.⁴ The large student population in Ellensburg contributes to demand for smaller, affordable rental units. An increasing population of retirement age will include households looking to downsize into smaller units or rentals with fewer maintenance demands. The Housing Needs Assessment identifies a range of incomes offered by local employers, and housing options should reflect this with a range of price points to accommodate all residents.⁵ A wider variety of unit types and sizes would benefit residents across different stages of life in Ellensburg.

Exhibit 6: Ellensburg Housing Stock by Unit Type, 2020



Note: These estimates include on-campus student apartments but do not account for on-campus residence halls.

Sources: Washington Office of Financial Management, 2021; BERK, 2021.

³ ACS 5-year estimates, 2018.

⁴ Ibid.

⁵ U.S. Census Bureau, OnTheMap Application and LEHD Origin-Destination Employment Statistics, 2018.

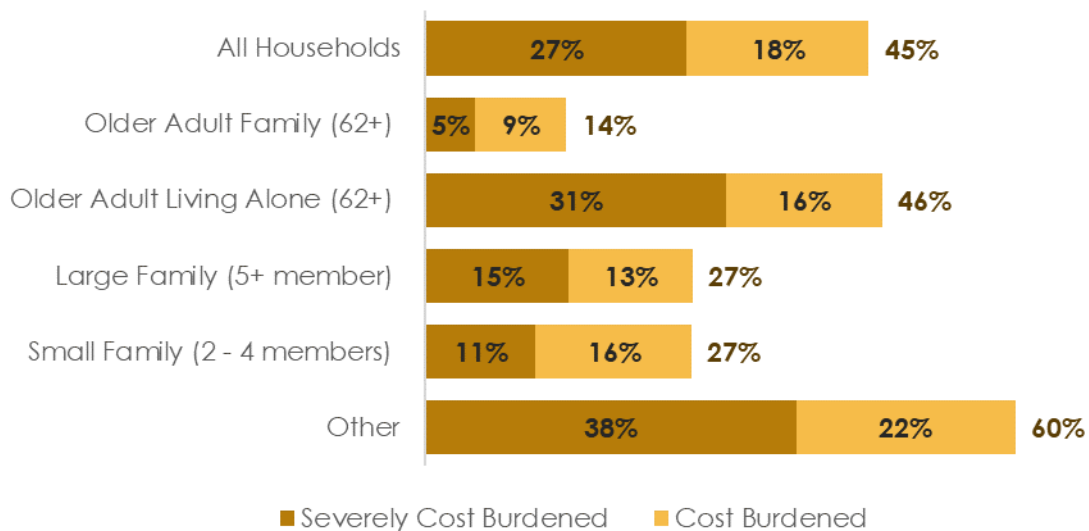
3. Preserve and create income-restricted affordable housing units.

Housing affordability is a challenge for many residents in Ellensburg, where 45% of the population is cost-burdened. This affects all household types. 27% of family households and 46% of older adults who live alone are cost-burdened.⁶ Residents who have low, very low, or extremely low incomes feel the effects of rising costs of housing the hardest. These households are often forced to make difficult tradeoffs between essential needs such as food, transportation, and healthcare and safe, quality housing. The Needs Assessment identifies 464 units of income-restricted housing with covenants expiring before 2030 as well as 626 family households and 361 senior/disabled households who qualify for subsidized housing but do not have access. The preservation of existing income-restricted affordable units and addition of more of these units will lighten financial pressure for Ellensburg's households who most need support.

"More affordable housing needed at all income levels, while maintaining the visual appeal of our small town. Thank you for making this a priority!"

—Survey Respondent

Exhibit 7: Cost Burden by Household Type in Ellensburg, 2017



Note: "Other" household types include Census defined non-family, non-older adult households. In Ellensburg, this category is likely to include much of the Central Washington University student population who do not live in residence halls (dormitories).

Sources: HUD CHAS (based on ACS 2013-2017 5-year estimates); BERK, 2021.

⁶ Cost burden data as reported by HUD CHAS, based on ACS 2013-2017 5-year estimates.

HOUSING ACTION PLAN STRATEGIES

The strategies selected for this Housing Action Plan represent a flexible toolbox of solutions to address Ellensburg's housing needs. The table in Exhibit 8 summarizes the 14 strategies and their connection to the three overarching plan goals. Each strategy is described with detail, context, and considerations that tailor the approach to Ellensburg. Some strategies are well suited to certain demographics, and tables next to the strategy draw the connection to household types identified as key demographic groups for focus within Ellensburg. Other strategies are community-wide in impact and less tailored toward specific demographics. Implementation of these strategies begins with the action steps identified in the implementation table in Exhibit 14. Some strategies are achieved through policy action at the City level, while others require coordination with community partners and regional housing stakeholders.

Anti-displacement strategies are identified in this plan to proactively prevent and mitigate potential negative impacts from development. Ellensburg recognizes the potential for displacement resulting from policy action that encourages increased housing production. While the larger picture impacts of increasing the housing stock and adding density are to improve affordability and availability of housing, new development can result in the displacement of individual households or cultural communities. Targeted efforts will address these concerns.



Downtown Ellensburg. Image Source: City of Ellensburg.

Exhibit 8: Housing Action Plan Strategies

Strategy	Housing production	Housing variety	Income-restricted units.	Anti-displacement
1. Encourage the construction of townhouses.	●	●		
2. Encourage the construction of cottage housing.	●	●		
3. Encourage the construction of accessory dwelling units.	●	●		
4. Encourage the construction of multiplex housing.	●	●		
5. Encourage the construction of condominiums.	●	●		
6. Build added flexibility into the zoning code.	●	●		
7. Strategically rezone for more mixed-use development.	●	●		
8. Preserve income-restricted affordable housing developments.			●	●
9. Update housing incentives to encourage production of missing middle housing units and income-restricted units.		●	●	
10. Research and implement financial strategies that construct new affordable housing units.			●	
11. Support relocation assistance for residents of manufactured home parks when parks are sold.				●
12. Continue community outreach and education on housing needs and the existing systems that support access to housing.	●	●	●	●
13. Build a partnership with Ellensburg Diversity, Equity, and Inclusion Commission.		●		●
14. Develop and support programs that minimize displacement.				●

1. Encourage the construction of townhouses.

Strategy is Well Suited for

Families with children

Working Adults (no children)

Description: Townhouses are built at a higher site density than detached single-family homes, yet offer many of the same benefits, such as homeownership opportunities, multiple bedrooms, and aesthetic integration into residential neighborhoods.

Appropriate design guidelines reinforce the desired characteristics of townhouse developments.

Considerations: Currently, townhouses are a permitted use throughout Ellensburg's residential zones. Regulatory restrictions within these zones, however, serve as barriers to their development. The Policy Review identifies opportunities to reduce regulatory barriers for townhouses as follows:

- Ensure that townhouse developments fit within the allowed densities of R-S and R-L zones.
- Remove the R-S restriction that townhouses can only be adjacent to single-family lots when approved on an individual plat basis.
- Reduce parking requirements to 1 or 1.5 parking spaces per unit, particularly for one- or two-bedroom townhouses.
- Revise standards that require alley-access parking and prohibit driveways that face a public street. While alleyways are preferred for townhouse developments, the requirement is prohibitive to infill opportunities within existing infrastructure.
- Remove landscaping requirements, consistent with detached single-family home design guidelines.
- Identify a development partner interested in constructing a pilot of this housing type to demonstrate its market feasibility and work through any regulatory barriers.

Exhibit 9: New Townhouse-Style Construction in Ellensburg



Image Source: City of Ellensburg.

2. Encourage the construction of cottage housing.

Strategy is Well Suited for

Older adults

Working Adults (no children)

Description: Cottage housing is a missing middle housing type that increases site density, provides shared open space and amenities for residents, and often offers homeownership opportunities. Cottage housing is typically single-story and can integrate

accessibility features, making it a great fit for older adults seeking independent living in a smaller space. Ellensburg's design standards for cottage housing reflect many aesthetic and practical considerations that are typical in the region, such as options for shared parking, a maximum of 12 units per cluster, and standards for both private and shared open space.

Considerations: Currently, cottage housing is permitted in Ellensburg's low- and medium-density residential zones and not permitted in the high-density residential zone or any commercial/mixed use zones. The Policy Review identifies opportunities to reduce regulatory barriers for this type of housing:

- Consider a maximum unit size of 1,500 square feet.
- Add flexibility in open space requirements.
- Identify a development partner interested in constructing a pilot of this housing type to demonstrate its market feasibility and work through any regulatory barriers.
- Adjust the density bonus to accommodate infill development opportunities. This is further described in Strategy 9 which includes considerations such as eliminating the 5-acre minimum and the requirement for a mix of housing types within a development.

3. Encourage the construction of accessory dwelling units.

Strategy is Well Suited for
Older adults
Working adults (no children)
College students

Description: Accessory dwelling units and detached accessory dwelling units (ADU/DADUs) are small, self-contained residential units located on the same lot as an existing single-family home. ADUs can be attached to the primary dwelling or detached in a separated building (DADU). In Ellensburg, ADUs are allowed in most residential zones: R-S, R-L, R-M, and

R-H as well as commercial zones C-C and C-C II. Current regulations set a maximum unit size of 1,000 square feet or 40% of the primary dwelling unit's size, whichever is smaller. Additional parking spaces are not required for ADUs.⁷

ADUs add capacity to residential neighborhoods by integrating small living spaces within existing lots. These units can be a good fit for intergenerational households or as an opportunity for supplemental income from a renter. The smaller unit sizes may appeal to singles or couples without children. In some cases, owners downsize to live in their ADU and rent their primary dwelling.

Considerations: From 2014 to 2020, an average of four ADUs were permitted per year in Ellensburg. This compares to an average of 53 single-family units constructed per year. Construction projects and the associated permitting process can be intimidating and expensive for homeowners. Additional work to demystify the process for interested residents is an important focus for this strategy.

- Ensure that the permitting process is streamlined and limits added impact fees.⁸
- Create “how to” guidelines for homeowners detailing the step-by-step process and providing cost estimates for municipal fees.⁹
- Work with local architects to produce pre-approved structure designs to reduce barriers of uncertainty for interested homeowners.¹⁰
- Partner with county for consistency of regulations across borders into the UGA.
- Conduct resident outreach to communicate the opportunities and risks involved and conduct retrospective conversation after completed projects to understand any barriers or challenges.
- Consider accommodating more than one ADU per property.
- Explore a program that would account for the number of existing ADUs within the housing stock that were built prior to the current ADU code standards/permitting requirements, including incentives or amnesty grace periods for self-reporting.

⁷ [ECC 15.550.040](#)

⁸ Example legislation in [Bellingham](#) which cut park impact fees or eliminated them for attached units.

⁹ Examples from [Bellingham](#) and [Tacoma](#).

¹⁰ Example templates in [Seattle](#).

4. Encourage the construction of multiplex housing.

Strategy is Well Suited for
Older adults
Families with children
Working Adults (no children)
College students

Description: Multiplex housing such as duplexes, triplexes, and quadplexes are small multifamily structures that can integrate seamlessly with detached single-family housing in residential neighborhoods. Typically, each unit has its own entry and building design often reflects that of a single-family dwelling. These units can be a good fit for many household types, as they come in a wide range

of sizes and blend well with the aesthetics of many traditional neighborhoods. These adaptable unit types add density and are often rented as apartments.

In Ellensburg, duplexes are permitted in R-S, R-L, R-M, and R-O zones. There are 877 duplex units in the city, representing 10% of all housing units. Production of duplex units in R-S and R-L zones is very limited, however. Between 2012 and 2020, only two duplexes were constructed in R-S areas and one in R-L areas, compared to 52 in R-M areas. One potential barrier could be the density maximums in these two zones, compared to the other residential zones without maximums.

Triplexes and quadplexes are grouped with other multifamily housing types and are permitted in R-S, R-M, R-H, and R-O zones but not in the R-L zone. While triplexes and quadplexes are a permitted use in the R-S zone, the maximum density threshold of six units per acre serves as a de facto barrier to their production on most standard lots. The average lot size for new single-family homes in Ellensburg is 0.18 acres, but in the R-S zone a triplex could only be built on a lot almost three times as large as this average, 0.5 acres or higher.¹¹

Considerations: Duplexes are a permitted use in Ellensburg's lower-density residential zones. The Policy Review identifies opportunities for updating the housing code to better accommodate 2-3-4-plexes:

- Allow triplexes and quadplexes in zones where duplexes are a permitted use.
- Adjust density maximums and/or density bonus regulations to make these unit types feasible on typical infill lots in R-S and R-L zones.
- To promote successful integration of 2-3-4-plexes into existing single-family zones, incorporate input from public engagement regarding residents' design preferences, interests, and concerns about these unit types.

¹¹ Based on Ellensburg housing permit data from 2012-2020.

5. Encourage the construction of condominiums.

Strategy is Well Suited for

Older adults

Working Adults (no children)

Description: Condominiums are multifamily buildings where individual units are owned by occupants, but the exterior structure and land are held in common ownership by building residents. Additional shared amenities are sometimes included as well, such as

a fitness room or event space. Condos can be a good fit for older adults who appreciate owning their home without the burdens of yard maintenance. They can also be a good fit for individuals or couples without children who don't need a large home and are looking for stability and an opportunity to build equity.

Condos are a form of multifamily housing. In Ellensburg, multifamily units are permitted in all residential zones except R-L. From 2012 to 2020 most multifamily buildings in Ellensburg have been built in the R-M and R-H zones, as shown in Exhibit 10. Central neighborhoods covered by the C-C and C-C II zones have experienced lower rates of production, with no multifamily buildings added to the C-C II zone during this timeframe despite its proximity to the commercial corridors at Canyon Road and Main Street.

Considerations: Condominium construction in Washington is subject to liability regulations which some developers cite as a barrier to development. The state has been active in review and amendment of condo regulations in recent years (see [SB 5334](#)) and Ellensburg can work further with its residents and developers to understand needed policy reforms.

The Policy Review identifies opportunities for code adjustments that improve the feasibility for development of multifamily buildings in the zones where they are permitted. These include:

- Consider expanding the existing multifamily tax exemption (MFTE) zone from the C-C zone to include the C-C II zone.
- Revise density maximums and/or density bonus incentives to better accommodate multifamily buildings.
- Promote successful aesthetic integration by continued public engagement to learn about the design preferences, interests, and concerns that residents express for condos.

Exhibit 10: Multifamily Production in Ellensburg by Zone, 2012–2020.

Zone	Multifamily units	Multifamily buildings (3+ units)
R-S	0	0
R-M	101	7
R-H	312	10
R-O	0	0
C-C	95	7
C-C II	0	0

Sources: Ellensburg Permit Data, 2012-2020; BERK, 2021.

6. Build added flexibility into the zoning code.

Community-level strategy

Description: The zoning code sets standards for building height and bulk, lot coverage, the quantity of units allowed in a given area, and the types of uses accepted in a district. These regulations influence the aesthetic character and market viability for various building types throughout Ellensburg. Current residential zones and regulations favor single-family housing in much of the city. A comprehensive update of design guidelines and zoning category descriptions could better align with more housing types consistent with the character and aesthetics desired by residents for different parts of the city.

Ellensburg's code includes five residential zones, a manufactured home park zone, and five commercial/mixed use zones. Added flexibility for missing middle housing types can be considered across these zones, particularly in areas with good access to public utilities, transportation, parks and open space, and employment opportunities.

As part of the Housing Action Plan, Ellensburg conducted a community survey to gauge preferences for the desired form and visual character of residential development across the city (See Appendix C: Community Engagement Summary). These results can help identify appropriate regulations for Ellensburg's residential zones.

Exhibit 11: Ellensburg Density Requirements for Residential Zones

Zone	Minimum Density	Maximum Density (Gross)
R-S	-	6 du/acre
R-L	6 du/acre	8 du/acre
R-M	8 du/acre	-
R-H	15 du/acre	-
R-O	8 du/acre	-

Ellensburg's zoning code includes five residential zones. Some of the zones are only differentiated by relatively minor distinctions. A simplified code with fewer zones helps housing developers and simplifies internal site plan review.

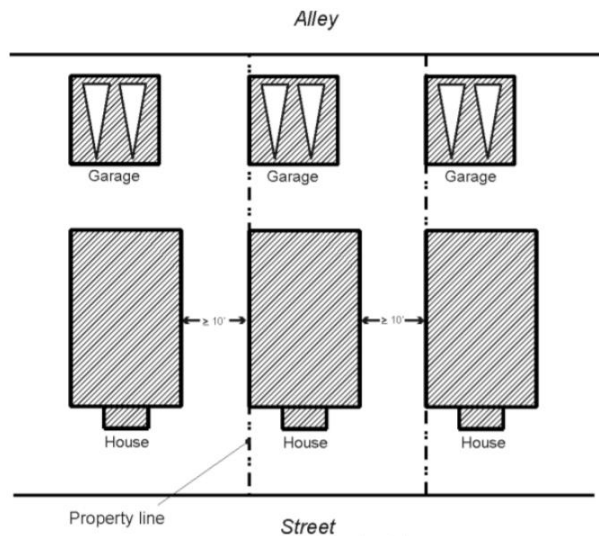
Sources: Ellensburg City Code, 2021; BERK, 2021.

Considerations: The Policy Review identifies opportunities for considering code updates that improve the market viability of various missing middle housing types. Recommendations include:

- Remove or revise density maximums in the R-S and R-L zones to accommodate more housing types, such as townhouses, multiplexes, and cottage housing.
- Consider zero lot line accommodations for smaller lot residential development (see example below in Exhibit 12), as well as flexible adjustments to open space requirements.

- Create a streamlined process for unit-lot subdivision¹² to ease the process of townhouse development as infill housing.
- Simplify code by consolidating some of Ellensburg's five residential zones (R-S, R-L, R-M, R-H, and R-O) to reduce complexity across the city.¹³
- Explore the option of integrating tiny home developments within the city.

Exhibit 12: Zero Lot Line Development Site Plan.



Source: "Guidance for Developing a Housing Action Plan" Department of Commerce, 2020.

¹² Unit-lot subdivision is the process of dividing an existing lot into multiple lots. Many existing lots are geared toward single-family home development, and lot lines would need to be reconfigured to align with a townhouse development site design. A simple, streamlined process to redraw lot lines addresses an administrative barrier to this step in the process of townhouse development. See example from Anacortes [AMC 19.32.050\(D\)](#).

¹³ See example in Walla Walla, with two residential districts: Neighborhood Residential and Multifamily Residential: [Walla Walla Municipal Code](#)

7. Strategically rezone for more mixed-use development.

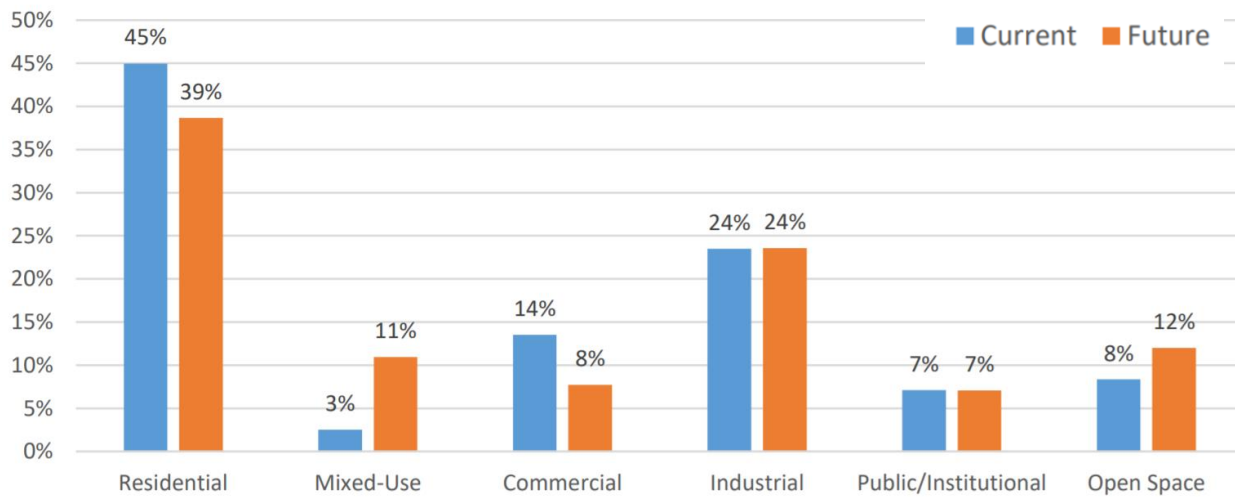
Community-level strategy

Description: Ellensburg adopted a future land use map in its 2017 Comprehensive Plan that favors

increased designation of mixed-use zones, with corresponding decreases to residential and commercial zones. These changes promote livability and walkability by adding multifamily residential density, which can include rental units as well as condominiums, close to shopping areas.

The land use changes needed to implement this vision are in progress, and a continued effort with community support is needed to see these changes through to completion. Exhibit 13 shows the percent of total land zoned by use currently, compared to the designations in the future land use map. Small changes in zoning districts throughout the city combine to make this overall shift. Examples of mixed-use zones in Ellensburg include C-C, C-C II, and R-O.

Exhibit 13: Comparison of Current and Future Land Use Designations



Source: Ellensburg Comprehensive Plan, 2017.

Considerations: Continued public engagement will be an important focus throughout implementation of this vision. Community support is key when proposing changes to zoning districts, and comments from the visual preference survey indicate that many residents appreciate and desire more mixed-used developments in Ellensburg.

- Consider protections for low-income renters authorized through [WAC 365-196-835](#) and detailed in [RCW 59.18.440](#) to minimize unintended displacement

"I would love to live downtown, above a grocery store, with parks nearby... I don't like having to drive 15 minutes to reach food"

"We rent and want to continue to rent as we age (66 and retired now). Our personal dream location is downtown which allows access to all the amenities with ease of walking."

—Survey Respondents

of households with low incomes. This displacement can be a consequence of land use changes that increase residential capacity. Incorporate special consideration for distinguishing the student population from the general population of households with low incomes.

- Housing Action Plan stakeholders express support for increased density in residential zones, above and beyond changes reflected in the future land use map. Encouraging missing middle housing types can be an effective approach for adding residential density while maintaining the aesthetic character in existing neighborhoods.
- Survey respondents speak about appreciating the convenience of walkable, mixed-use communities. Among the visual preference options, many appreciated multifamily styles that incorporate ground-floor commercial. This was found in downtown areas, freeway interchange areas, and commercial areas.

8. Preserve income-restricted affordable housing developments.

Strategy is Well Suited for

Older adults

Families with children

Working Adults (no children)

Description: Income-restricted affordable housing refers to housing units in the community set aside for residents whose incomes fall within HUD-determined brackets as low-income (80% of AMI), very low-income (50% of AMI), and extremely low-income (30% of AMI or less). Residents who qualify for income-restricted affordable housing are

placed on lengthy waiting lists for units to become available, which can take years. Housing can be provided through rental vouchers for market-rate apartments, or through units in buildings built with low-income housing tax credits or designated as affordable units. Housing units are priced according to HUD's definition of "affordable", costing 30% or less of monthly household income.

Housing units owned by the city may remain affordable in perpetuity while units developed in the private market through the use of tax credits will be subject to covenant agreements for the number of years they must be set aside as income restricted.

Ellensburg's HNA identified both an existing shortage of income-restricted affordable housing units and 464 units of existing affordable units with covenants expiring by 2030. When affordability covenants expire and units return to market rate housing, tenants are often unable to afford the increased rent and are forced to move. Action is needed to minimize this kind of displacement and ensure that the local housing stock accommodates households at all income brackets within the community.

"[We] need to ensure housing options for low-income individuals and families, including those on fixed incomes."

—Survey Respondent

Considerations: There are several strategies to consider for the preservation of existing income-restricted affordable housing units within Ellensburg as well as the creation of additional subsidized housing.

- Maintain an inventory of existing income-restricted affordable housing stock. This list should be monitored to identify units with upcoming expiration dates for review and prioritization of need.
- Consider a "Notice of Intent to Sell" ordinance, which requires owners of multifamily buildings to notify tenants and local housing officials prior to the sale of property. This can help the City protect buildings prioritized for preservation. These notices can also prepare tenants for the potential need to move.¹⁴

¹⁴ See example legislation in [Burien](#). Note that this ordinance applies to any multifamily building (5+ unit) with at least one unit that rents at an affordability level at or below 80% of AMI. The building does not need to have affordability covenant in place. It could be an older building with rents that are somewhat lower than prevailing market rents.

- Partner with non-profit affordable housing developers and Kittitas Housing Authority to leverage funds to strategically acquire existing affordable units.

9. Update housing incentives to encourage missing middle housing production and income-restricted affordable units.

Community-level strategy

Description: Ellensburg's existing housing incentives include a density bonus in the R-S and R-L zones and a multifamily tax exemption (MFTE) program in the Central Commercial (C-C) zone. These incentives remain largely unused. The MFTE program offers an 8-year option for any multifamily building with 4+ units and a 12-year option for buildings that incorporate 20% of units affordable to households at low- or moderate-income levels. Moderate income is defined as 80-115% AMI, and in Ellensburg the current average market rent is considered affordable to a household at 80% AMI. The qualifying income levels for an extended tax benefit could be changed to better incentivize units at price points that are harder to find in the local market.

The density bonus program incorporates incentives for missing middle housing, affordable housing units, energy efficient building practices, off-street trails, transfer of development right credits, and historic preservation. Bonuses for these various incentives can be combined, up to a maximum density in each zone. Maximum density restrictions in R-S and R-L zones restrict total density to 12 units/acre and 14 units/acre, respectively.

Considerations: The Policy Review, detailed in Appendix B: Policy Review, identifies opportunities for improving the effectiveness of existing incentive programs. Additional incentives could also be considered for incorporation.

- Currently, average market rate rents in Ellensburg are affordable for moderate-income households. Consider using the 12-year MFTE option to target lower income brackets unserved by market rate housing.
- Expand the MFTE program into the C-C II zone, as this commercial district experienced no multifamily development in the 2012–2020 time frame. See Exhibit 10.
- The maximum densities for R-S and R-L zones are lower than typical site densities for many missing middle housing types included in the “alternate housing types” density bonus. Realign the incentive to make included housing types feasible for development.
- Rethink constraints for use of the alternate housing types density bonus, such as the 5-acre minimum lot size and the requirement for multiple housing types to be incorporated into the site.
- Reduce parking requirements as an effective cost-reduction incentive for housing developments in areas within a quarter mile of transit or for units of income-restricted affordable housing.

“I think Ellensburg needs more affordable housing. We are in a pattern where market prices continue to raise despite no new housing or features within the community. It has become so young people cannot afford housing. We need to be able to support a growing university and provide better and more affordable housing for everybody.”

—Survey Respondent

- Strengthen the existing density bonus for affordable housing, as noted in the Policy Review. This includes the need for added transparency to building owners about what is required to own and operate income-restricted housing within a mixed-income development.

10. Research and implement financial strategies that construct new affordable housing units.

Community-level strategy

Description: Market rate housing is more expensive than some households can afford without assistance.

The Housing Needs Assessment estimates 626 families and 324 older adult renter households qualify for income-restricted housing but do not have access to these units, due to limited supply. Continued production of income-restricted affordable housing is an important component of meeting community housing needs.

Considerations: Affordable housing units can be constructed by private sector and non-profit developers or by public sector entities. The city should explore opportunities for the creation of these units by each of these modes.

- Research feasibility of Tax Increment Financing programs or land donation opportunities to support income-restricted affordable housing units.
- Build partnerships with private sector developers to build affordable housing units within market rate buildings.
- Identify non-profits, social service providers, and institutional partners who offer opportunities to integrate wraparound services in or near affordable housing developments.
- Identify opportunities for the City to construct or purchase affordable housing units.
- Continue using the existing Sales and Use Tax Credit program authorized through HB 1406, which establishes a revenue sharing program that allows cities to recapture a portion of sales and use tax to fund affordable or supportive housing.
- Use local housing funds, collected through the voter-approved 0.1% sales tax increase, toward affordable housing construction.

11. Support relocation assistance for residents of manufactured home parks when parks are sold.

Strategy is Well Suited for

Older adults

Families with children

Description: Residents of manufactured home parks are vulnerable to physical displacement, as they do not own the land where their homes are located. When park owners decide to sell to buyers with alternate land use plans for the property, residents are

often abruptly asked to vacate their plats and many homes are not actually “mobile” for relocation.

State resources exist to support manufactured housing owners in these circumstances. For example, the Washington State Department of Commerce administers a Manufactured Home Relocation Assistance Program, offering residents from low-income households up to \$7,500 for a single-section home or \$12,000 for a multi-section home.¹⁵ Funds are distributed on a first-come, first-served basis across Washington state. However, the amounts distributed through this program do not cover the full cost of relocation.

Some cities place a responsibility on park owners to connect residents with applications and resources to apply for such programs upon notice of park closure. The [City of Kent](#) offers an example for the owner relocation report and plan requirement.¹⁶

Considerations: Ellensburg has developed a Manufactured Home Park zone, which establishes longevity for this housing type in areas where it is implemented. This stability helps to protect the long-term interest of homeowners and acts as an anti-displacement measure for park residents. In some circumstances, tenant awareness of rights and protections is an important component of resident support.

- Enforce the Manufactured/Mobile Home Landlord-Tenant Act ([MHLTA](#)), which requires a landlord who intends to permanently close a mobile home park to provide each homeowner with 12 months written notice and post a copy of the notice at all park entrances. The Northwest Justice Project provides a [summary of tenant's rights](#) to describe these protections.
- Add a requirement for park owners to submit a relocation report and plan when closing a park in the city.
- Raise awareness of existing programs for relocation assistance among tenants of manufactured home parks, such as funds offered through the Department of Commerce (referenced above in description). Consider supplementing these resources, when possible and appropriate.
- Identify areas of the City that would accommodate new Manufactured Housing (MH) zones.

¹⁵ [Washington State Department of Commerce Manufactured/Mobile Home Relocation Assistance.](#)

¹⁶ Kent City Code, 12.05.330 Relocation report and plan.

12. Continue community outreach and education on housing needs and the existing systems that support access to housing.

Community-level strategy

Description: Community outreach and engagement sets the foundation for successful policy action. A shared understanding of housing needs, challenges, and opportunities elevates public discourse around housing policy and can garner longer-term support for financial and political investments in housing. Clear and consistent communication can prepare neighborhoods for upcoming change and offer greater agency in proactive decision-making rather than reactive responses.

Considerations: Ellensburg has established a foundation for discussing housing topics at the community level. The recent passing of the increased sales tax for housing and related services demonstrates community support for addressing challenges of affordability. A continued conversation can keep a productive momentum among motivated residents.

- Continue to maintain and promote Ellensburg's virtual and interactive housing data dashboard.
- Leverage online engagement software to poll residents about important topics throughout the HAP implementation process.
- Keep the community informed with updates on progress toward achieving HAP goals, posting status updates on key indicators identified on page 42.
- Translate materials and build relationships with representatives from groups and institutions where English is not the first or primary language.
- Promote existing programs that supply down payment assistance and application support to first time homebuyers
- Promote opportunities for first-time homeowners, such as USDA rural home loan program.

13. Build a partnership with Ellensburg Diversity, Equity, and Inclusion Commission.

Community-level strategy

Description: Ellensburg's Diversity, Equity, and Inclusion (DEI) Commission is a newly formed group of community members committed to making Ellensburg a welcoming community for all residents. City-wide data analysis gathers the large-scale trends but can miss nuance and smaller-scale challenges specific groups may face. Engaging with the DEI Commission members is a way for the City to further its understanding of the diverse range of housing needs in Ellensburg. Including an equity lens in policy development is an important shift in municipal process that can improve community outcomes.

Considerations: The connection between this Housing Action Plan and the DEI Commission should grow and evolve throughout the implementation of the strategies.

- Gather ongoing input from DEI Commission members, who may be particularly tuned into missing middle housing types that best meet the needs of residents facing unique or disproportionate barriers in the community.
- Develop a successful partnership with the DEI Commission to strengthen the engagement and community education components of the HAP.
- Partner with this commission to identify signals for areas where displacement may be a concern, with a particular focus on cultural displacement and communities of color.

14. Develop and support programs that minimize displacement.

Community-level strategy

Description: The Housing Needs Assessment estimated over 3,000 renter households in Ellensburg are cost-burdened and could be vulnerable to displacement pressures. The city can take a proactive role to mitigate and avoid potential displacement that can occur with new development and rising costs of housing. This strategy identifies potential partnerships and programs that support both renters and homeowners in need of financial assistance.

Considerations: In some cases, local partners will be best suited to provide the services and resources needed to address displacement in the community.

- Partner with local affordable housing providers and servicers who have additional knowledge and resources that are not available to the city.
- Promote and support programs that minimize displacement such as foreclosure intervention counseling, home rehabilitation assistance, and credit counseling.
- Ensure that low-income homeowners faced with rising property taxes, seniors, and persons with disabilities are aware of the property tax exemptions and deferrals available through the county's Assessor's office.
- Continue to promote and support existing programs that provide emergency rental assistance for families facing homelessness due to temporary economic hardship.
- Support sweat equity programs and land trust options, and market these programs to at-risk households.
- Develop a system that monitors displacement risk associated with new development.

Implementation & Monitoring

This plan is intended to serve as an active reference and guide for city staff in Ellensburg. This section presents an implementation plan for each strategy as well as an overall system for monitoring progress toward achieving project goals. Symbols in the table estimate relative investments in staff time and financial costs related to each strategy. Staff time could be associated with developing new programs, writing or editing sections of code, hosting events, creating media content for promotion, or developing partnerships with outside organizations. Direct financial costs might include paying for technical studies or consultant fees, printing and/or translating promotional materials, or contributing financial resources to programs or property acquisition. These are only estimates, and a detailed implementation plan should further refine the costs associated with strategy actions. In some cases, staff time could be converted to financial costs if third-party support is needed to supplement staff capacity.

Exhibit 14: Housing Strategy Implementation Plan

STRATEGY	ACTION STEPS	STAFF TIME			COST		
		●	●●	●●●	\$	\$\$	\$\$\$
	* Partnership opportunity				low	medium	high
1. Encourage the construction of townhouses.		●●			\$		
	Revise development standards and housing code for improved compatibility with infill development.						
	* Identify a partner for a pilot demonstration site, infill or larger development.						
2. Encourage the construction of cottage housing.		●●			\$		
	Revise code language for clarity and simplicity.						
	Review development standards for opportunities to add flexibility.						
3. Encourage the construction of ADU/DADUs.		●●●			\$\$		
	Create user-friendly development guide for transparency of associated fees and regulations.						
	* Create pre-approved development templates.						
	Coordinate development standards between city and county regulations in the UGA.						
4. Encourage the construction of 2-3-4-plexes.		●●			\$		

	Consider allowing triplexes and 4-plexes in areas where duplexes are allowed.		
	Review design guidelines for compatibility with preferences described in community survey.		
5. Encourage the construction of condominiums.		● ●	\$
	Consider expanding MFTE benefit (see Strategy 9).		
*	Work with state to identify legislative solutions to existing barriers.		
6. Build added flexibility into the zoning code.		● ● ●	\$
	Consider code updates that are more compatible with missing middle housing types. (See Strategies 1–5)		
*	Review proposed changes with local development community.		
7. Strategically rezone.		● ● ●	\$\$
	Continue to pass zoning amendments that support future land use map.		
*	Engage in community outreach to identify areas where additional density is supported (see Strategy 11).		
8. Preservation of income-restricted affordable housing developments.		● ●	\$\$\$
	Identify affordable housing units with upcoming expiration dates.		
*	Identify opportunities to maintain affordability in these units. This could include use of city funds to purchase units to set aside for affordable housing.		
9. Update housing incentives to encourage missing middle housing production and income-restricted affordable units.		● ● ●	\$\$
	Revise density bonus incentive for better compatibility with missing middle housing and infill development.		
	Study potential adjustments to the parameters of existing MFTE program.		
*	Clarify the administrative process for maintaining income-restricted units in mixed-income developments.		
10. Research and implement financial strategies that construct new affordable housing units.		● ● ●	\$\$\$
	Research opportunities for siting and constructing new affordable housing units.		

- * Develop a financial plan for acquisition, construction, and ongoing maintenance of affordable housing units. Identify partnership opportunities where city resources are limited.

11. Support relocation assistance programs for manufactured home parks when sold.

● ● ●

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- * Create easy to use reference materials for park residents, directing them to state relocation assistance funds and clear information on their rights and responsibilities. Translate into applicable languages.

- * Require owners to create a relocation report and plan upon sale of the property.

Consider opportunities to supplement state-level financial resources for displaced tenants, particularly for low-income households.

12. Continued community outreach & education on housing needs.

● ● ●

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Conduct community surveys to gauge support and identify preferences for different housing types.

Maintain interactive dashboard with housing data.

- * Develop multilingual engagement tools.

13. Build a partnership with Ellensburg Diversity, Equity, and Inclusion Commission.

● ●

\$

- * Continue conversation and relationship with this commission throughout strategy implementation and as part of engagement plan.

- * Host joint work session to discuss a plan to identify areas of displacement risk in the community and methods to track and mitigate displacement associated with potential new development.

- * Involve members in review of housing proposals and action steps, as appropriate.

14. Develop and support programs that minimize displacement.

● ●

\$\$

- * Identify existing anti-displacement programs provided by affordable housing developers, credit and lending institutions, land trusts, and non-profit organizations.

- * Apply for grants that fund emergency rental assistance, foreclosure counseling services, and down payment assistance for first-time homebuyers.

- * Develop resources to connect service providers with eligible program participants.

MEASURING PROGRESS

Ellensburg intends to monitor Housing Action Plan outcomes over time. This oversight will evaluate both follow-through on the identified strategies and progress toward goals. *Follow-through* can be tracked by identifying which strategies are successfully seen through to implementation. *Progress* will be tracked through key indicators, which correspond to the overarching goals of this plan. This tracking can add onto the city's existing interactive housing dashboard.

Key Indicator 1: Housing production, broken out by unit type.

Ellensburg needs an average annual production rate of 281 units to reach 2037 population targets. This indicator tracks production rates each year. Breaking out by housing type allows for tracking of missing middle housing types and income-restricted affordable housing units, highlighted in blue below.

Exhibit 15: Tracking Annual Housing Production Rates.

Housing Types	2016	2017	2018	2019	2020
Single-family	77	84	30	41	40
ADU	5	6	6	4	1
Duplex	10	8	10	14	4
Multi-Family (3 or 4 unit)				3	
Multi-Family (5+ units)	15	159	184	49	36
Residence Hall			200		
Manufactured Home	8	8	5	2	2
Income-Restricted Affordable Housing Units					
Grand Total	115	265	435	113	83

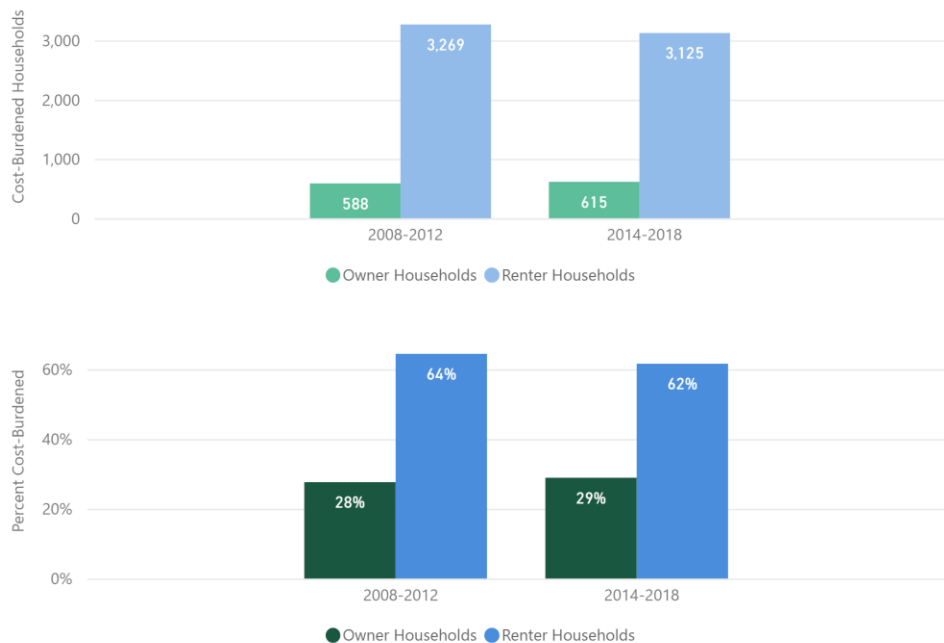
Sources: Ellensburg Permit Data, 2021; BERK, 2021.

Key Indicator 2: Rates of cost burden, broken out by household type.

Cost burden indicates that housing is not affordable for those who live within the community. Tracking this rate over time is one way to monitor that the housing needs of all types of residents and households are being addressed. Ellensburg already tracks overall rates of cost burden on its housing dashboard, allowing viewers to monitor raw numbers as well as percentage rates changing over time. Adding the ability to see percentage change across household types would help identify subgroups within the city which may need additional focus for policy initiatives.

Exhibit 16: Ellensburg Housing Dashboard: Rates of Cost Burden, Change over Time.

Cost-Burdened Households, Change Over Time



Source: US Census ACS 5-Year Estimates, 2008-2012; 2014-2018.

Image source: City of Ellensburg Housing Dashboard, 2021.

Exhibit 17: Tracking Rates of Cost Burden by Household Type.

Household Type	Cost-burdened
Elderly Family	14%
Elderly Living Alone	46%
Large Family	27%
Small Family	27%
Other	60%
All Household Types	45%

HUD CHAS (based on ACS 2013-2017 5-year estimates); BERK, 2021.

Additional Tracking: Displacement and Neighborhood Change

Displacement is a challenging phenomenon to track, but Ellensburg will work to create a framework that explores this issue in its community. Potential indicators here might include evictions, foreclosures, or demolitions associated with new construction. A holistic look at neighborhood change would also evaluate units added and households served by new development within the community. Cultural displacement

can be indicated by business closures or dramatic shifts in race and ethnic demographics by neighborhood. Neighborhood-level demographic analysis could also consider income levels, age, and language diversity across households. Anti-displacement work is most effective when approached proactively, and this effort will identify opportunities to avoid and mitigate potential displacement within the community.

Appendix A: Housing Needs Assessment

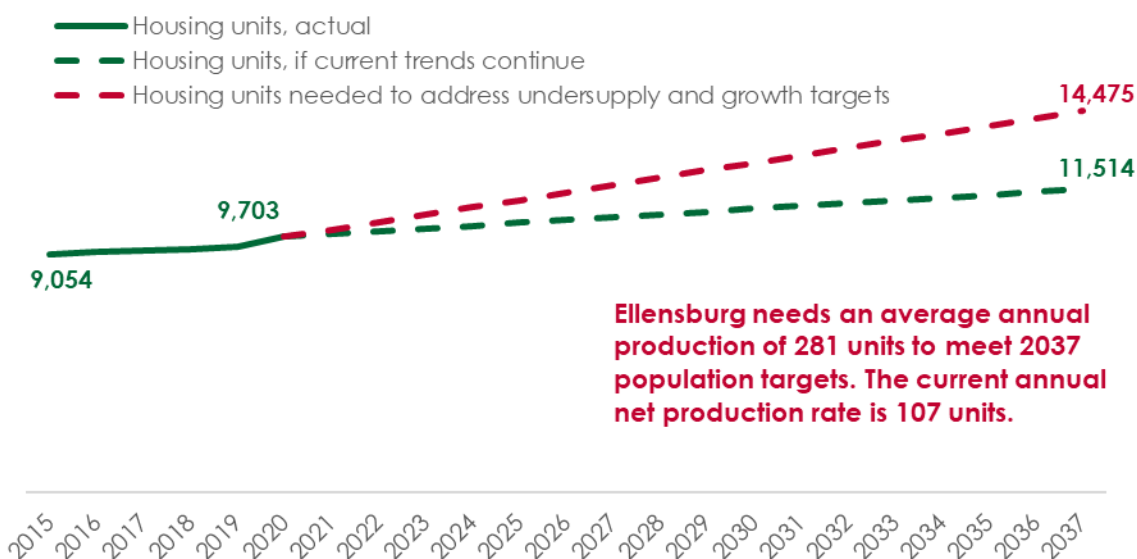
Housing Needs Assessment

City of Ellensburg Housing Action Plan | June 2021

Key Findings

1. **Ellensburg is growing.** The population size has increased 14% from 2015 to 2020. Adopted population targets plan for an additional 9,661 people by 2037. Countywide trends suggest that an increasing proportion of those residents will be 65 and older.
2. **Ellensburg's housing stock lacks midsize housing options for smaller households.** Over three quarters of Ellensburg's housing stock is either single-family units or apartments in larger (5+ unit) buildings. There is also a shortage of smaller units compared to the number of 1- and 2-person households in Ellensburg. There is a lack of "missing middle" housing types such as townhomes, condominiums, and cottage housing, despite being a good match for many smaller households that live in Ellensburg.
3. **There is a current undersupply of housing units, and housing production is not pacing with population growth. The annual rate of production needs to increase from 107 to 281 units to accommodate the city's expected growth.** Vacancy rates in Ellensburg are incredibly low, demonstrating a shortage of housing compared to current demand. The City needs to add at least 441 units to address this supply gap. This is in addition to the increased rate of housing production needed to accommodate population growth targets. To meet the diversity of current and future housing needs, this new housing production should come in different formats including both ownership and rental housing types at various affordability levels.

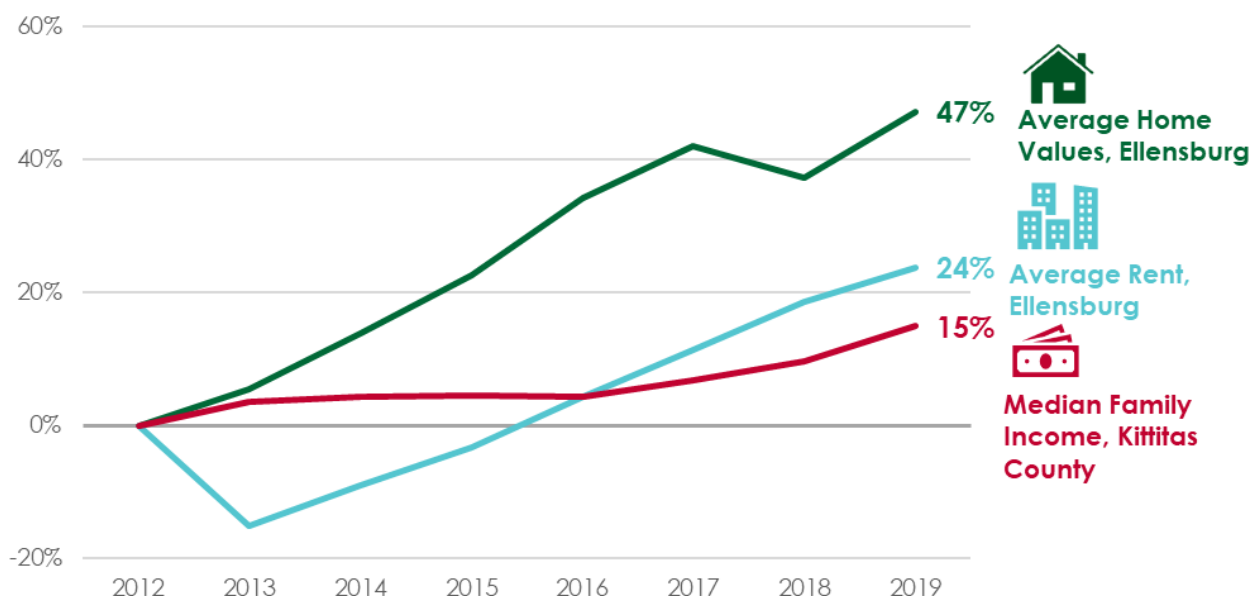
Ellensburg and UGA Housing Unit Production, Actual and Target, 2015-2037.



Sources: Population growth target from Ellensburg Comprehensive Plan, 2017; Growth target translated to housing units based on 2020 average household size (2.2) from Washington OFM, 2021; BERK, 2021.

4. **Ellensburg needs more income-restricted affordable housing.** Over half (57%) of the current income-restricted supply have affordability covenants that will expire by 2030. Additionally, there is an undersupply of these units and low rates of production. Many residents qualify for these units by income level but do not have access to supply, resulting in likely cost burden.
5. **45% of Ellensburg's households are cost-burdened or severely cost-burdened from housing.** This challenge is particularly notable for the city's college students, older adults (62+) who live alone, and small families (2 – 4 members). Cost-burdened households pay 30% or more of their incomes toward housing, and severely cost-burdened households pay 50% or more. These residents are likely to make difficult financial tradeoffs between competing priorities such as healthcare, transportation, and education. When they are renters, they are unlikely to accumulate enough savings to start meaningful down payment funds for future home ownership.

Percent Change from 2012 for Home Values, Rents, and Median Family Income.



Sources: Home values and rents from Zillow, 2020; Median Family Income based on HUD-area Estimates as reported by the Washington Housing Finance Commission, 2020; BERK, 2021.

6. **Housing affordability is a barrier to home ownership.** While many renters in Ellensburg are college students who prefer the flexibility of rental housing, those who desire the stability of home ownership may face barriers of both supply and affordability. Home values are rising much faster than incomes, and this imbalance makes a home purchase less attainable.

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Introduction

The Housing Action Plan is Ellensburg's 5-year roadmap to address challenges in today's housing market. This process will thoroughly analyze the housing market and set a vision for the future of housing in Ellensburg. The Housing Action Plan (HAP) will establish goals and strategies that respond to identified housing needs and set an action agenda to realize those strategies. Community members and industry stakeholders will be involved throughout the HAP process to ensure that the resulting plan responds to local priorities. The final Housing Action Plan will be presented to City Council for adoption in October 2021.

This document, the Housing Needs Assessment (HNA), is the first step in this process. Rigorous data analysis sets a foundation for understanding the community's demographics, housing stock, and the current state of housing affordability in Ellensburg. The HNA will be supplemented by findings from a policy review effort and from ongoing community engagement. Findings from these 3 parallel efforts will combine to inform the overarching goals and individual strategies of Ellensburg's Housing Action Plan.

Exhibit 1: Housing Action Plan Process Diagram



DOCUMENT OUTLINE

The document includes the following elements:

- An overview of Ellensburg's **Population and Household Characteristics**.
- A **Workforce Profile**.
- A description of the existing **Housing Supply**.
- An analysis of **Housing Affordability** in the community.
- A **Gap Analysis** which identifies existing and anticipated future needs in Ellensburg.

DATA SOURCES

Data in this report assumes current city boundaries and does not include any potential annexations. Population and employment targets include the Ellensburg UGA. The primary sources of data used for this Needs Assessment include:

American Community Survey (ACS). An ongoing survey distributed by the Census Bureau to collect important social, economic, housing, and demographic characteristics of the American people. Each year, over 3.5 million households are contacted to respond to the ACS, contrasted with the Census which attempts a comprehensive population count once a decade. This report uses ACS estimates for demographic and economic indicators, primarily 5-year 2014-2018 data. These are the most recently published estimates available at the city level.

City of Ellensburg permit data. The City of Ellensburg provided data for residential permits, 2012-2020, used to establish construction trends. Ellensburg GIS layers were used to define subareas and the city boundary.

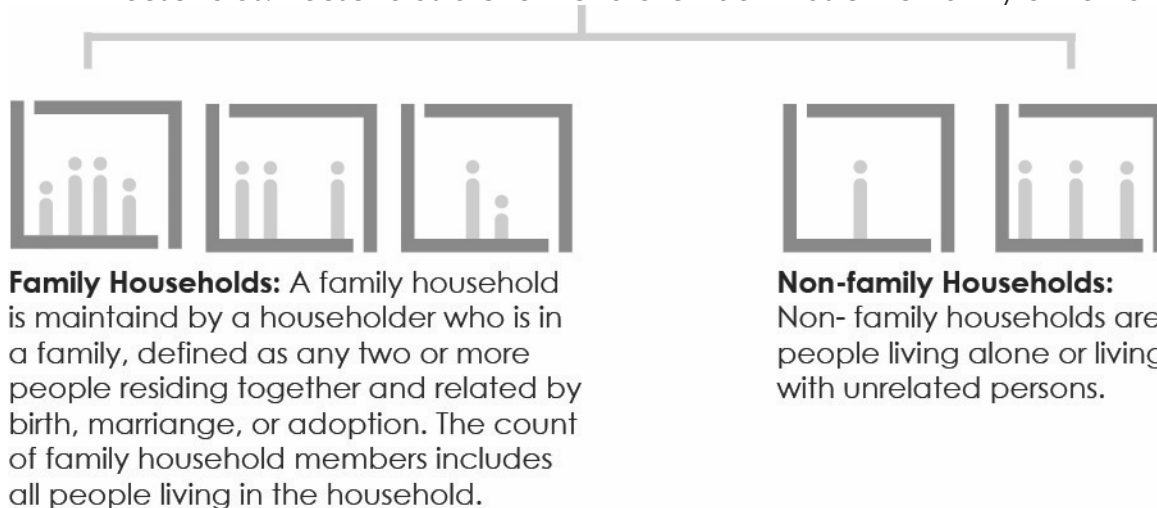
HUD CHAS data. The US Department of Housing and Urban Development (HUD) data summarizes ACS 5-year estimates into datasets specifically focused on issues of housing affordability. These summaries identify rates of cost burden across household types and demographic groups in a community. They also categorize households by income bracket which corresponds to eligibility for housing subsidies: moderate-income, low-income, very low-income, and extremely low-income.

Washington Office of Financial Management (OFM). OFM data is used for total housing stock by unit type, population estimates, and county-wide forecasts by age cohort.

Zillow. Zillow data is used to establish average housing prices and rents. Zillow, a private company, publishes monthly real estate metrics for every metropolitan area in the county. Their datasets are used by public agencies such as the Federal Reserve.

GLOSSARY OF TERMS

- **Housing Affordability:** Broadly speaking, housing affordability speaks to the relationship between housing costs and income. HUD considers housing to be affordable if the household is spending no more than 30% of its income on housing costs, including utilities. Income-restricted affordable housing is one method of achieving housing affordability that involves either publicly owned or publicly subsidized housing.
- **Cost-Burdened Household:** Households which pay more than 30% of their gross income on housing. This includes utilities. The 30% threshold is set by HUD. Rate of cost burden among households is a metric that gauges the intensity of housing affordability challenges within a community. Cost burden is most threatening for households at lower income levels who will have less money available for other essentials such as food, clothing, transportation, and medical care.
- **Severely Cost-Burdened Household:** Households that pay more than 50% of their gross income on housing costs, including utilities. This 50% threshold is set by HUD.
- **Household:** The U.S. Census Bureau defines a household as a group of people living within the same housing unit. This can be a person living alone, a family, or a group of unrelated people sharing a housing unit. Those living in group quarters, such as a college dormitory, military barrack, or nursing home, are not considered to be living in households. Households are further broken down as either family or nonfamily.



**Distance represents related individuals (clustered people are related; spaced people are not)*

- **HUD: The US Department of Housing and Urban Development (HUD)** is responsible for federal housing assistance programs such as [Section 8 vouchers](#) for rental assistance. HUD sets income limits for metropolitan areas and counties across the country which determine eligibility for income-restricted housing units. HUD also sets thresholds to define terms such as “affordable” and “cost burden”.
- **LIHTC: Low-Income Housing Tax Credit.** This is a federal program, administered by HUD, to expand the income-restricted affordable housing stock. Private or non-profit housing developers apply for these tax credits, which are used to help finance multifamily developments that set aside a minimum threshold of units as income restricted for a

defined period of time, often 20 years. See [the program website](#) for more details.

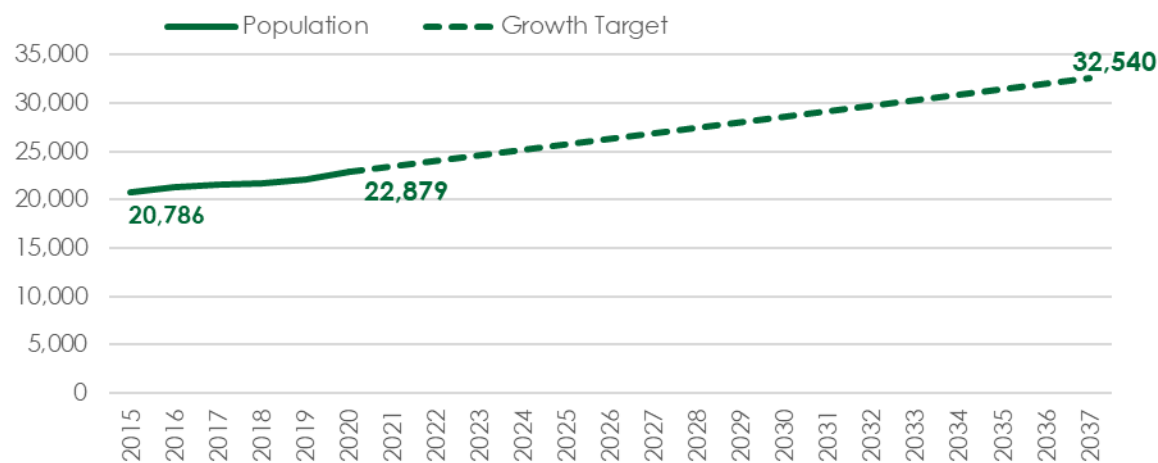
- **Median Income:** The income level at which half of the group is above and half of the group is below. This calculation is often used instead of an average income to avoid skew by extremely high or extremely low values in the dataset.
 - **AMI: Area Median Income.** Most broadly used term for median income calculations. **In this report, AMI is used to represent the HUD-Area Median Family Income (HAMFI).** HAMFI calculates the median family income for metropolitan areas and counties nationwide. These income levels are adjusted based on household size and are used to determine eligibility for income-restricted housing units. Ellensburg, for example, is part of the Kittitas County metropolitan area.
- **Missing Middle Housing:** Housing options that transition between single family homes and mid- or high-rise multifamily buildings. This includes a diversity of residential housing options, such as townhomes, stacked or side-by-side multiplexes, or accessory dwelling units.

Population and Household Characteristics

ELLENSBURG POPULATION

Ellensburg is growing. In 2020, the estimated population of the city with its urban growth area (UGA) was 22,879 people, representing a 14% increase from 2015 or an average of 1.9% annual growth. This population growth rate is slightly lower than anticipated in Ellensburg's Comprehensive Plan, which accounts for a 2% annual growth rate. To achieve regional population growth targets, Ellensburg will need a 2.1% annual growth rate 2020-2037, targeting a total population of 32,540 by 2037.

Exhibit 2: Ellensburg and UGA Population, Actual and Target Growth, 2010-2037.



Sources: Washington OFM, 2021; Ellensburg Comprehensive Plan, 2017; BERK, 2021.

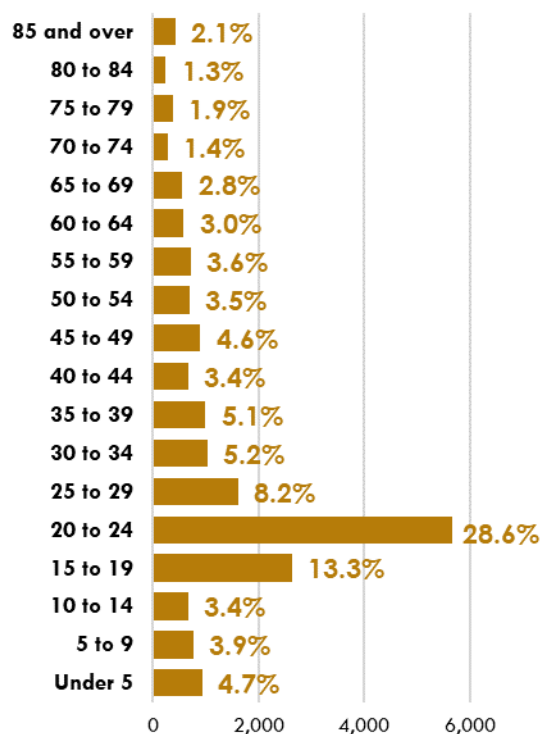
County demographic projections anticipate an increase in older adults as a proportion of the total population. This reflects the large baby boomer generation aging into retirement. At the same time, proportional decreases are expected for adults 45-64 and school-aged youth (5 to 19). Ellensburg has a high concentration of adults in their late teens and early 20s due to the student population at Central Washington University (CWU), as shown in Exhibit 3. A more detailed look into the student population can be found on page 8. Age cohort analysis is critical when planning for housing, as a balanced community will provide the size and type of housing appropriate for different life stages. For example:

- College students may desire smaller rental units, such as studios and one-bedroom apartments, or rental homes with multiple bedrooms for roommates.
- Professionals search at a slightly higher price point – seeking apartments separate from college living communities or starter homes.
- Families with children often expand into units with more bedrooms and amenities such as a yard.
- Adults aging into retirement or becoming “empty nesters” may downsize to smaller ownership units, sometimes seeking accessibility features.

Demographic shifts in Ellensburg will affect housing needs and impact the types of units most

suitable to accommodate future growth. See Exhibit 4.

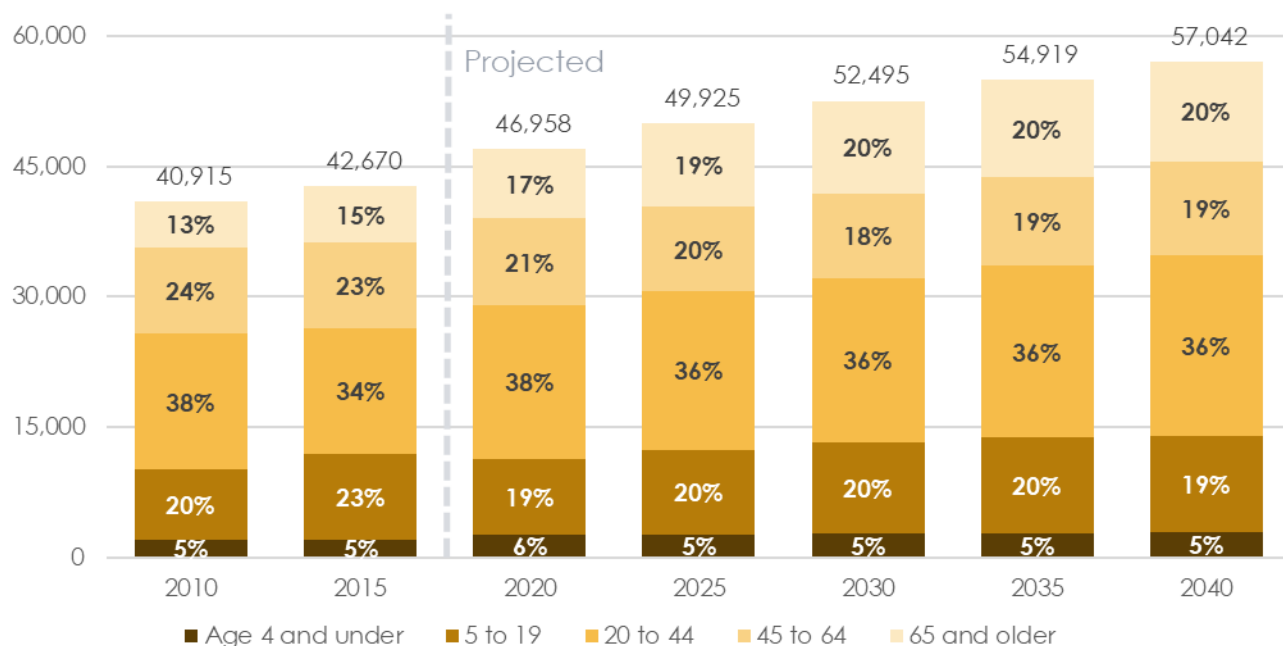
Exhibit 3: Population by Age Range in Ellensburg, 2018.



In Ellensburg, 50% of the population falls between the ages of 15 and 30. This reflects the large student population at Central Washington University. Students fit a unique demographic profile, as they often qualify as low-income or very low-income households in datasets, despite many students having alternate forms of income to rely on, such as family support or scholarships. This is not the case for all students, but it can be difficult to detangle issues of housing and income specific to students from trends affecting low-income residents in the workforce. In this report, data is disaggregated by household type where possible. Most college students will fall into the “Other (Non-family)” type.

Sources: ACS 5-year Estimates, 2018; BERK, 2021.

Exhibit 4: Population by Age Cohort in Kittitas County, Actual and Projected, 2010-2040.

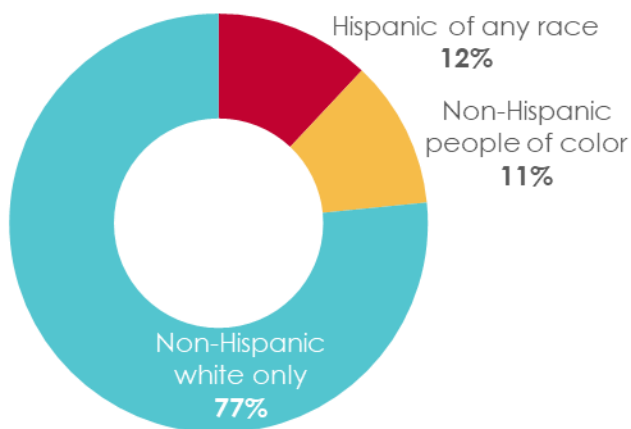


Sources: As directed by state statute, Washington OFM prepares a reasonable range of possible population growth for Washington counties participating in GMA. These estimates represent medium-series projections, 2017; BERK, 2021.

In Ellensburg, 13% of the population speaks languages other than English, with Spanish spoken by 8% of the population. Other top languages spoken include Arabic and Chinese.¹ While many of these individuals also speak English, 4% of Ellensburg's population reports speaking English less than "very well". This is important to keep in mind for outreach and engagement efforts in the community. Concerns about complex and personal subjects like housing affordability and availability may be difficult to accurately communicate outside of one's primary language.

The Ellensburg community is majority White and non-Hispanic (77%) but is growing more ethnically and racially diverse. The Census captures racial identity and Hispanic ethnic identity for respondents. These demographic factors are important to include in this housing study for the promotion of inclusive outreach and engagement and consideration for housing needs and barriers that might be unique in different cultural groups. From 2010 to 2018, Ellensburg's Hispanic population increased from 7% to 12% overall. Non-Hispanic people of color also increased over this time period, from 8% to 11%.

Exhibit 5: Ellensburg Population by Race and Ethnicity, 2018.



Sources: ACS 5-year B02001 estimates, 2018; BERK, 2021.

RACE AND ETHNICITY IN THE CENSUS

Race and ethnicity are distinct concepts. The Census asks individuals to select an identity for each.

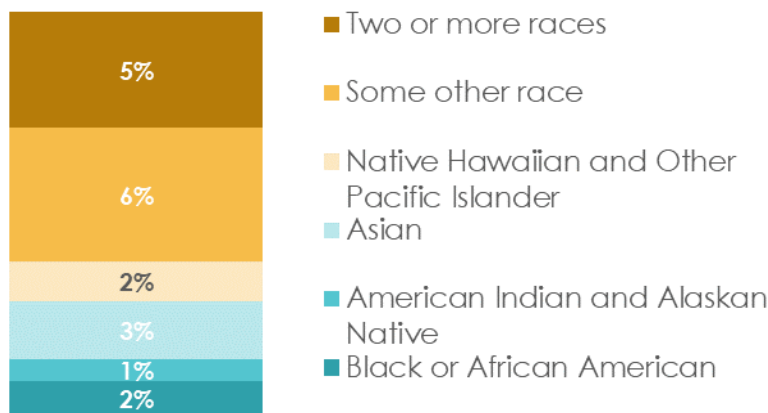
Race is a social identity, with history rooted in oppression and exploitation of non-White populations. The Census offers six racial identities, and people can choose one or more: White, Black or African American, American Indian and Alaska Native, Asian, Native Hawaiian and Other Pacific Islander, and Other.

Ethnicity refers to groups of people who share common ancestry, language, or dialect. There is a wide range of ethnic identities, which may or may not tie to nationality. The Census asks respondents to identify as Hispanic or non-Hispanic.

-Sources: [Census Bureau](#), [Encyclopedia Britannica](#)

¹ Languages spoken data from ACS 5-year C16001 estimates, 2018 and English proficiency data from ACS 5-year S1601 estimates, 2018.

Exhibit 6: Ellensburg Population by Racial Identity for Non-White Alone Residents, 2018.

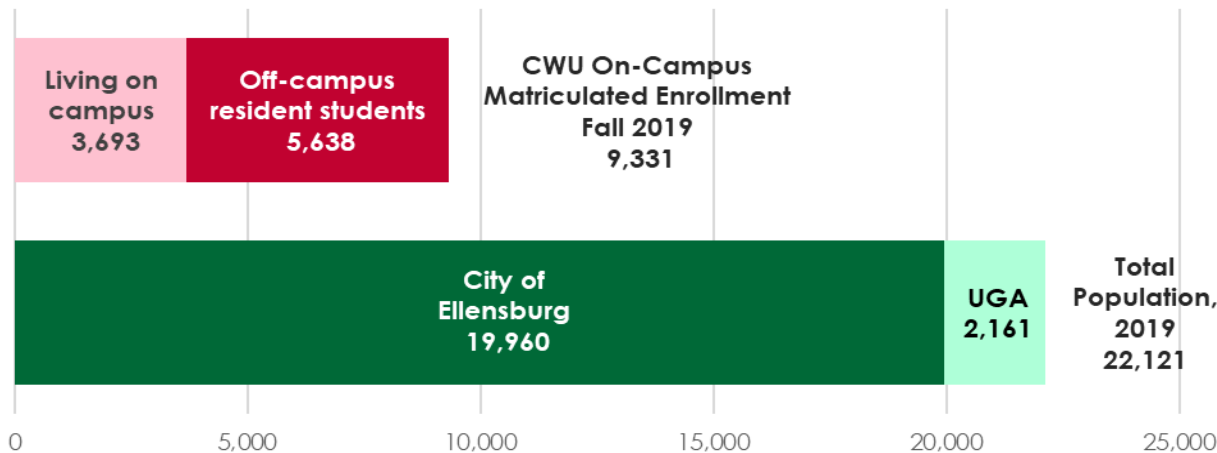


Sources: ACS 5-year B02001 estimates, 2018; BERK, 2021.

STUDENT POPULATION

Central Washington University (CWU) is a big part of Ellensburg's character and population base. The 9,331 on-campus enrolled students include 40% students who live in on-campus housing and the remaining 60% who live in Ellensburg and its surrounding communities (off-campus resident students).² While it is unknown how many of these off-campus resident students live within Ellensburg and its UGA, if all 9,331 on-campus students lived in Ellensburg and its UGA, they would comprise 42% of the total population. See Exhibit 7.

Exhibit 7: CWU Student Population and Total Population, 2018.



Students living on campus represents the housing occupancy for Fall 2019. Programmed capacity is 3,918 and the full built capacity is 4,249.

Sources: Central Washington University – Ellensburg Campus, Fall 2019; Washington OFM, 2021; BERK, 2021.

² Data provided by Central Washington University. Enrollment numbers represent Fall 2019.

Based on reported identity by race or ethnicity, CWU is a more racially and ethnically diverse subset of the City of Ellensburg's population as a whole. The university's method for collecting these figures is not synonymous with the Census approach – "Latino/Hispanic" is included as a mutually exclusive option for identity by race/ethnicity rather than the separate questions for race and ethnicity asked in ACS questionnaires. In addition, these counts include all Central Washington University enrollment, which includes satellite campuses. This difference makes the figures imperfect for direct comparison, but overall the White population of the student body is 53%, compared to 77% for the City of Ellensburg. 16% of students identify as Latino or Hispanic, 7% identify as multiracial, and 4% identify as Asian. See summary in Exhibit 8.

Exhibit 8: CWU On-Campus Student Population by Race/Ethnicity, AY2019-2020.

CWU On-Campus Students by Race/Ethnicity	Count	Percent Total (%)
African American/Black	418	3%
Alaskan/Native American	95	1%
Asian	560	4%
European/Middle Eastern/White	7,780	53%
Hawaiian/Pacific Islander	122	1%
Latino/Hispanic	2,388	16%
Multiracial	1,018	7%
Non-Resident Alien	284	2%
Not Reported	1,944	13%

Note: These figures represent total student enrollment at Central Washington University, which includes 8 satellite campuses in Des Moines, Lynnwood, Moses Lake, Pierce County, Wenatchee, Yakima, Joint Base Lewis-McChord, and Sammamish.

Sources: Central Washington University, 2021; BERK, 2021.

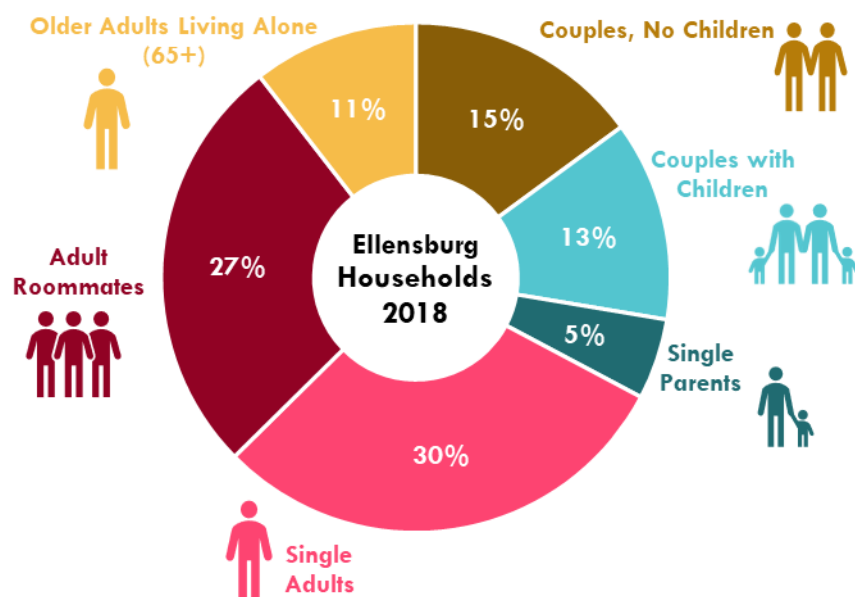
HOUSEHOLD AND FAMILY CHARACTERISTICS

Ellensburg is home to a diverse range of household types. As discussed above, the university is a major driver of the local resident base. College students are a unique segment of the population and where possible, this assessment attempts to distinguish needs and trends affecting students from those impacting non-student household and family types.

Many university students live with roommates, either in single family homes or apartments. This household type makes up 27% of Ellensburg's households, as shown in Exhibit 9. While the

average household size in Ellensburg has remained relatively stable at 2.2 from 2010-2018, there has been a shift away from 2-person households toward both 1-person and 4 or more-person household sizes. See Exhibit 10. The trend toward single person households may reflect changes in construction trends – new multifamily buildings coming to market feature an average unit size of 1,500 or less square feet. The increase in 4 or more-person households may reflect increased roommate-style living with Ellensburg's decreased housing affordability. Trends in housing construction and affordability are explored further on pages 19 and 24.

Exhibit 9: Ellensburg Households by Type, 2018.

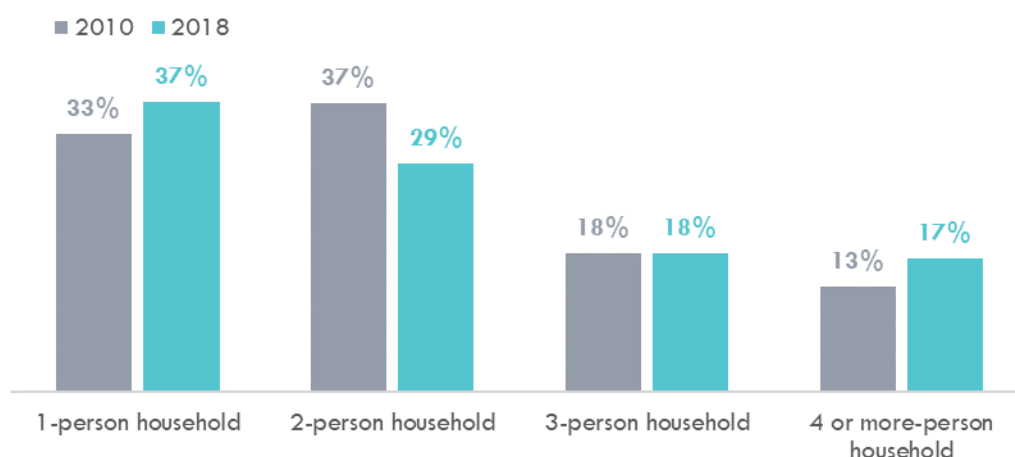


It is likely that Ellensburg's student population who do not live in dorms are largely represented in the single adult and adult roommate households, which combine to account for 57% of total households.

Citywide, 18% of households have one or more person over 65, and 19% of households have one or more person under 18. It is important to consider the distinct needs of different household types within Ellensburg's community.

Sources: ACS 5-year DP02 estimates, 2018; BERK, 2021.

Exhibit 10: Households by Size in Ellensburg, 2010 and 2018.



Sources: ACS 5-year S2501 Estimates, 2018; BERK, 2021.

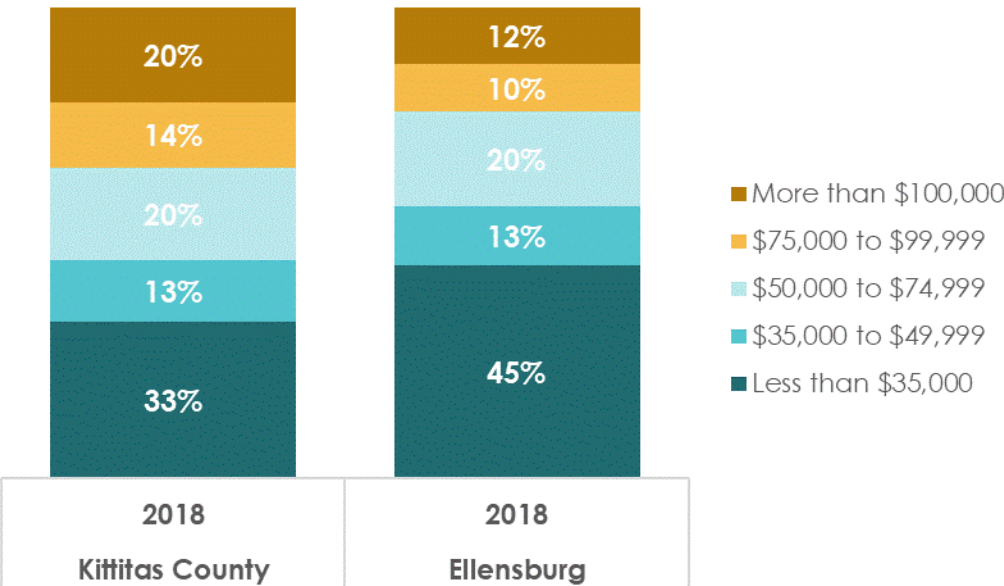
Household Income

The median household income in Ellensburg is \$40,126. Household incomes in Ellensburg are

lower than in Kittitas County overall, likely influenced by the student population. Almost half (45%) of Ellensburg residents have an income of less than \$35,000 per year compared to just one-third in Kittitas County who have an income of less than \$35,000 per year. This income category is likely to include many of Ellensburg's college students. See Exhibit 11. A summary of households by type and income relative to AMI can be found in Exhibit 12 and Exhibit 13.

- 1. **College students** are likely a large proportion of the “other” household types and the renters who fall into low-income categories. “Other” households comprise 72% of extremely low-income households in Ellensburg.
- 2. **Renter households are much more likely to be low-income than owners.** 86% of low-, very low-, and extremely low-income households are renters.
- 3. **Family households** in Ellensburg have a median income of \$66,712, 8% less than the Kittitas County median family income of \$72,713. Family households, excluding older adult families, account for 19% of low-income households in Ellensburg.³
- 4. **Households with older adults (62+),** particularly those who live alone, account for 20% of low-income households in Ellensburg. Older residents who are retired may live on fixed incomes or require costly medical care and assistance.

Exhibit 11: Ellensburg and Kittitas County Household Income Brackets, 2018.

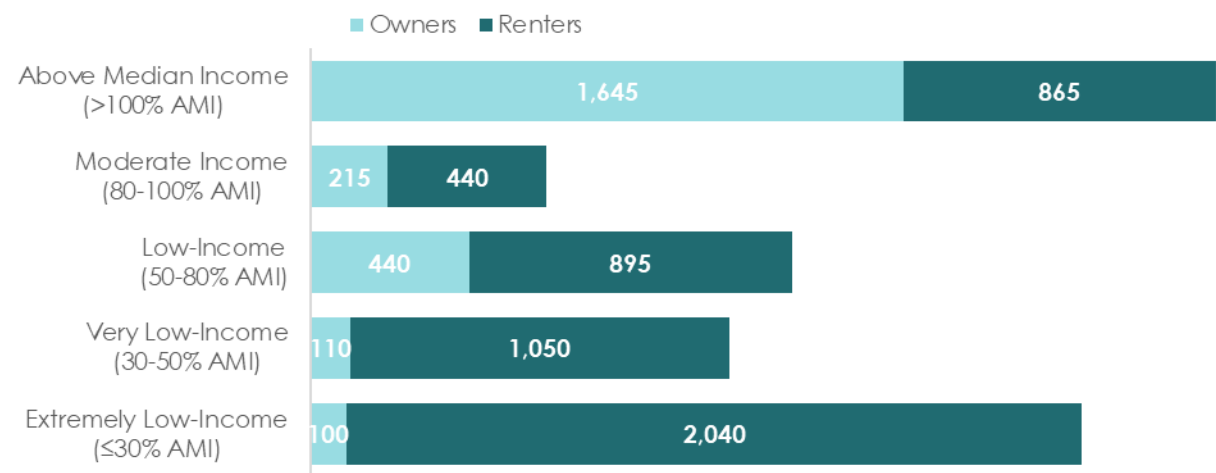


³ Median income estimates from ACS 5-year DP-03 estimates, 2018. Rates of low-income households from UD CHAS (based on ACS 2013-2017 5-year estimates).

Sources: ACS 5-year DP03 estimates, 2018; BERK, 2021.

The US Department of Housing and Urban Development (HUD) establishes household thresholds for income-restricted housing eligibility based on classification as low-income (50-80% AMI), very low-income (30-50% AMI), or extremely low-income (below 30% AMI). AMI is calculated as the HUD-Area Median Family Income, and Ellensburg is part of the Kittitas County HUD area. For a full table of 2021 income eligibility by household size, see page 22.

Exhibit 12: Households Relative to AMI, 2018.



Sources: HUD CHAS (based on ACS 2013-2017 5-year estimates); AMI = HUD Area Median Family Income; BERK, 2021.

Exhibit 13: Ellensburg Low-Income Households by Type, 2017.

Household Type	Extremely Low-Income (≤30% AMI)	Very Low-Income (30-50% AMI)	Low-Income (50-80% AMI)
Older Adult Family (62+)	1%	1%	7%
Older Adult Living Alone (62+)	14%	22%	17%
Large Family (5+ members)	2%	0%	2%
Small Family (2 – 4 members)	11%	19%	26%
Other (Non-family, non-older adult)	72%	58%	47%
Total	2,140	1,160	1,335

Note: In Ellensburg, “Other” households are likely to capture much of the CWU student population who do not live in dorms.

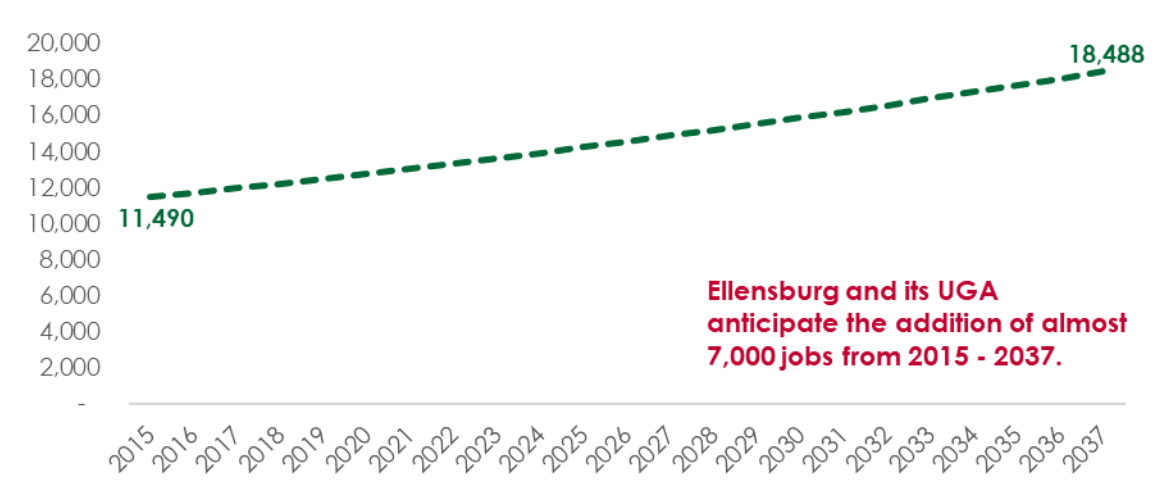
Sources: HUD CHAS (based on ACS 2013-2017 5-year estimates); AMI = HUD Area Median Family Income; BERK, 2021.

Workforce Profile

Employment trends are important considerations when planning for housing in a community. Salaries earned in the local economy and the employment type of current residents can help a city understand and anticipate demand for various types of housing. Ellensburg, including its UGA, is home to approximately 12,000 jobs. The City is planning for growth at an average annual rate of 2% to reach 18,488 by 2037. See Exhibit 14.

Overall, there is a balance of lower, moderate, and higher wage jobs across commuters and workers who live in the city. This balance of earning levels between those who commute into and out of the city suggests that Ellensburg is a desirable location to live and to work, and that the housing market is meeting the needs of some – but not all – of the local employment base. See Exhibit 15. The Census tracks workers commuting in, out, and within cities by income categories. Their lowest income category, \$1,250 or less per month, earn \$15,000 or less per year which in Washington equates to a part-time minimum wage earner. The middle category of earnings tracked in Longitudinal Employer-Household Dynamics (LEHD) data, a project of the Center for Economic Studies at the U.S. Census Bureau, earns between \$1,251 and \$3,333 per month which corresponds with \$15,000 - \$40,000 in annual earnings. In Kittitas County, this reflects expected earnings for someone who works in food service, a retail salesperson, or a childcare worker. Employees earning more than \$3,333 per month (or \$40,000 per year) are the higher earning group being tracked. This is likely to include many of the university and healthcare employees found in Ellensburg.⁴ Additional workforce housing for all these groups is needed.

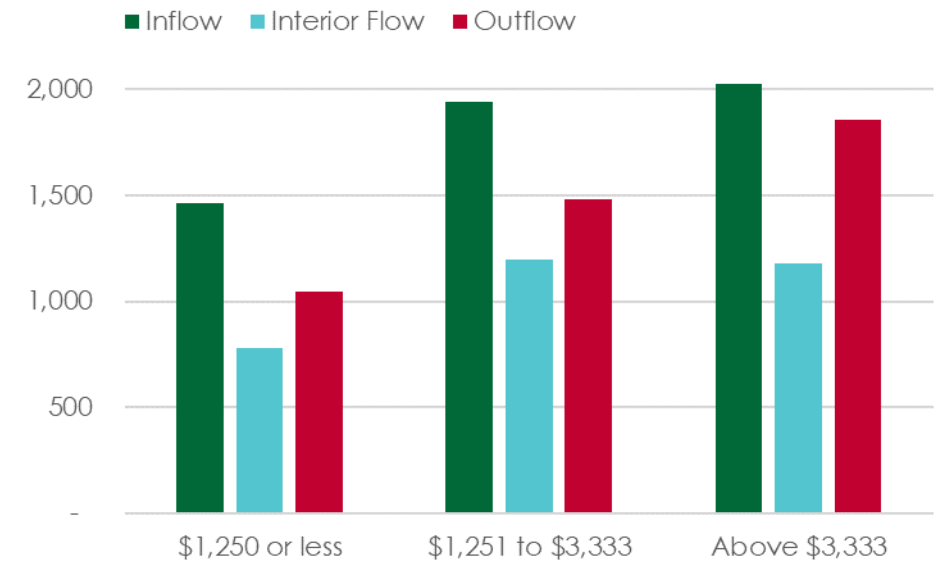
Exhibit 14: Ellensburg and UGA Employment Targets, 2015-2037



Sources: Ellensburg Comprehensive Plan, 2017; BERK, 2021.

⁴ [BLS estimates](#) for earnings by occupation in Eastern Washington, 2018.

Exhibit 15: Count of Workers by Monthly Earnings, 2018.



Sources: U.S. Census Bureau, OnTheMap Application and LEHD Origin-Destination Employment Statistics, 2018; BERK, 2021.

There is a balance of income levels across Ellensburg's employment groups: workers who commute into the city, residents who commute out of the city, and residents who work within the city. Communities with housing that serves higher-income residents but employment in service sectors and lower paying jobs will find outflow workers with high incomes, inflow workers with low incomes, and very little interior flow employment. The relative balance in Ellensburg suggests that the city is regionally attractive both as a place to live and as a place to work. Ellensburg could be doing more, however, to capture additional proportions of its workforce within its resident base.

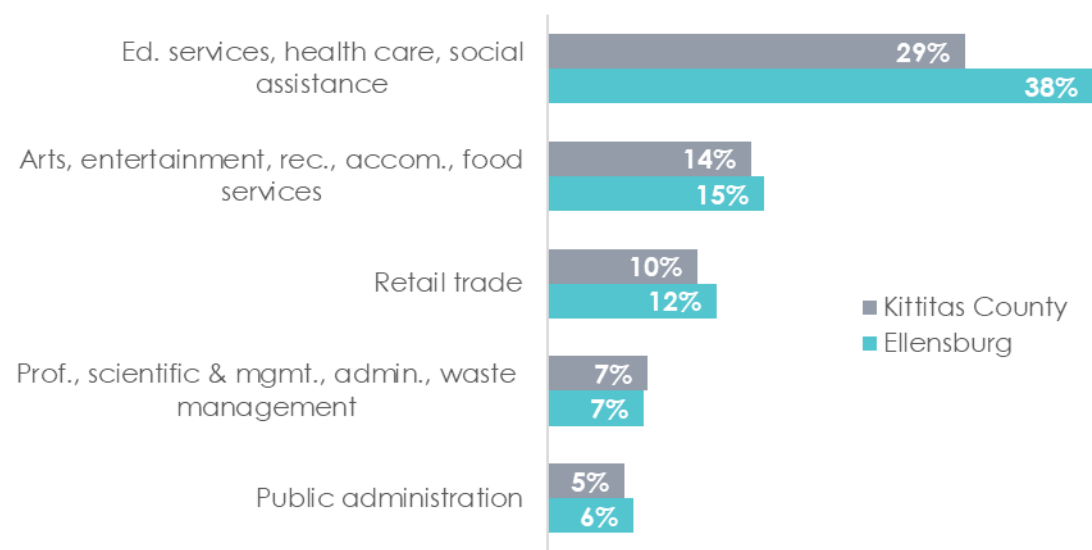
Employment in Ellensburg is concentrated in the educational services, healthcare, and social assistance sectors, capturing over one third of the city's workforce.

See Exhibit 16. CWU is Ellensburg's largest employer, offering over 1,400 jobs in the area. Other large employers include the Kittitas Valley Community Hospital, Ellensburg School District, and Kittitas County.⁵ Employees at CWU fall into four main categories: adjunct quarterly, 9-month employees (aligning with the academic calendar), 12-month employees, and annual contract workers. Salary maximums for each of these employee types can be found in Exhibit 17. During interviews about housing needs in 2017, the Dean of Student Living noted that securing suitable housing is a challenge for non-tenure track faculty. These individuals are often looking for studio or 1-bedroom rental housing and find that most of the available apartments cater to students rather than working professionals.⁶ While the cost of rent may be affordable at their salary ranges, the supply of units in Ellensburg does not meet these housing needs.

⁵ Ellensburg Downtown Association, 2021.

⁶ Ellensburg Housing Needs Assessment, 2017.

Exhibit 16: Workforce by Industry in Ellensburg and Kittitas County, 2018 (Top 5 Industries).



Sources: ACS 5-Year C24040 Estimates, 2018; BERK, 2021.

Exhibit 17: Earnings by Employee Type at Central Washington University, 2020.

Employee Type	Maximum Salary
Adjunct Quarterly	\$74,859
9-month Employees	\$269,924
12-month Employees	\$148,866
Annual contract employees	\$112,749

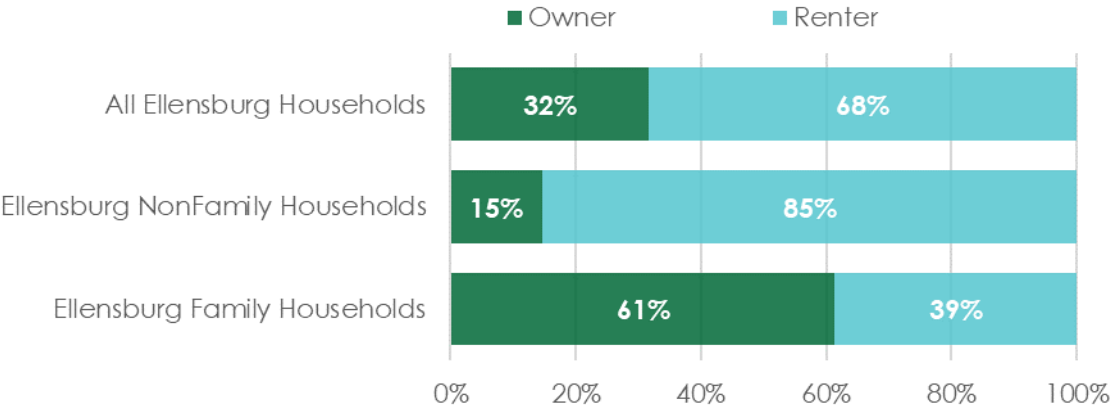
Sources: Central Washington University, 2021; BERK, 2021.

Housing Supply

Ellensburg is a majority renter community, with 32% of households owning their home versus 68% of households renting. This compares to Kittitas County overall, where renters are only 38% of the population.⁷ Family households in Ellensburg rent at a rate of 39%, much closer to countywide trends. See Exhibit 18. One key reason for the high percentage of renters is the large proportion of households that are CWU students. The high frequency of students renting together as roommates can be seen in Exhibit 19. In many communities, 3- and 4-person households are much more likely to own their housing than to rent, but in Ellensburg the percentage of renter households remains higher than homeowners for these households.

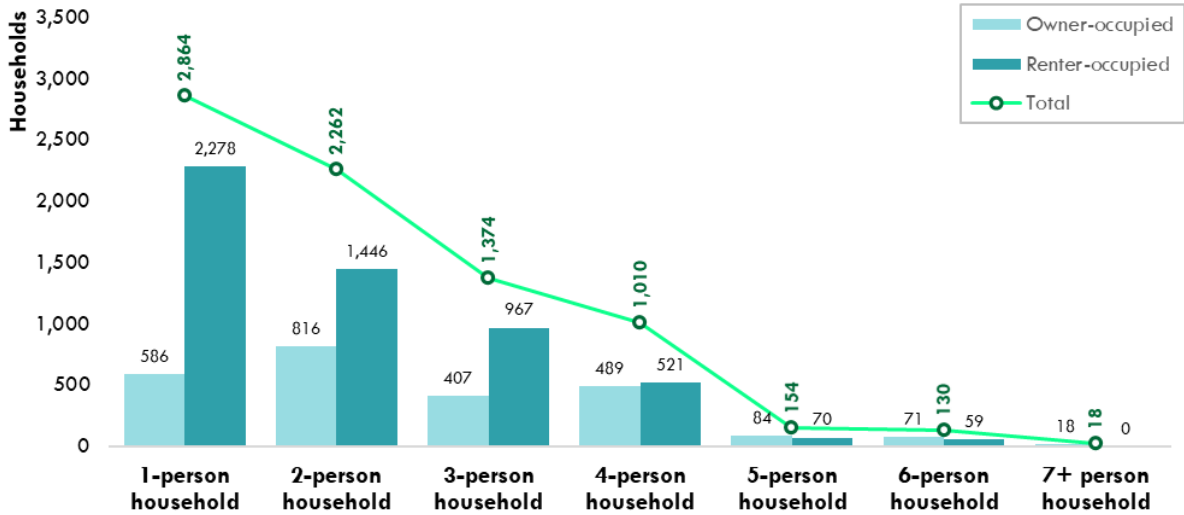
⁷ ACS 5-year DP04 estimates, 2018

Exhibit 18: Ellensburg Housing Tenure by Household Type, 2018.



Sources: ACS 5-Year B25003 Estimates, 2018; BERK, 2021.

Exhibit 19: Ellensburg Housing Tenure by Household Size, 2018.

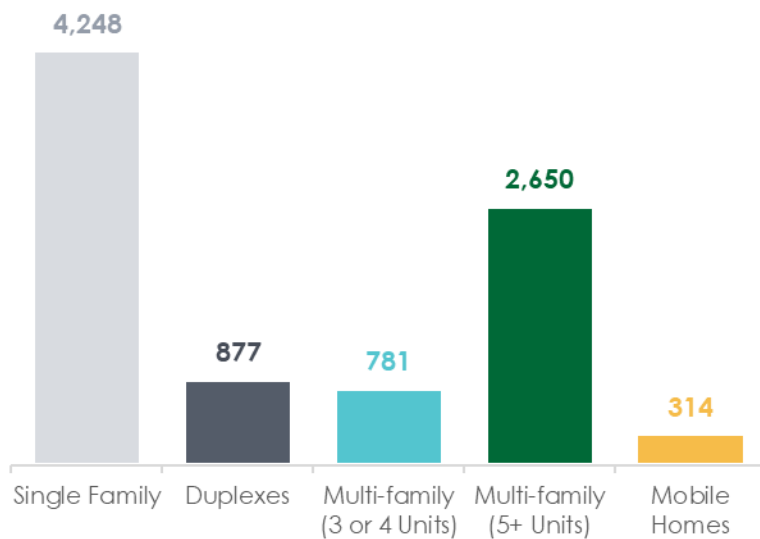


Sources: ACS 5-year B2509 estimates, 2018; BERK, 2021.

HOUSING STOCK

Ellensburg's housing inventory includes a blend of housing types but lacks missing middle styles, such as duplexes or townhomes. Single family housing and units in multifamily buildings of 5 or more units comprise over three quarters of the housing stock (78%) in Ellensburg, as shown in Exhibit 20. Single family housing is typically the largest (both in interior square footage and lot size per unit) and most expensive housing type in a community. In Ellensburg, many of the units in multifamily buildings cater to student populations. There are few housing options for smaller and less expensive unit types that can meet the needs of moderate- and low-income families, single working professionals, and aging adults looking to downsize.

Exhibit 20: Ellensburg Housing Stock by Unit Type, 2020.



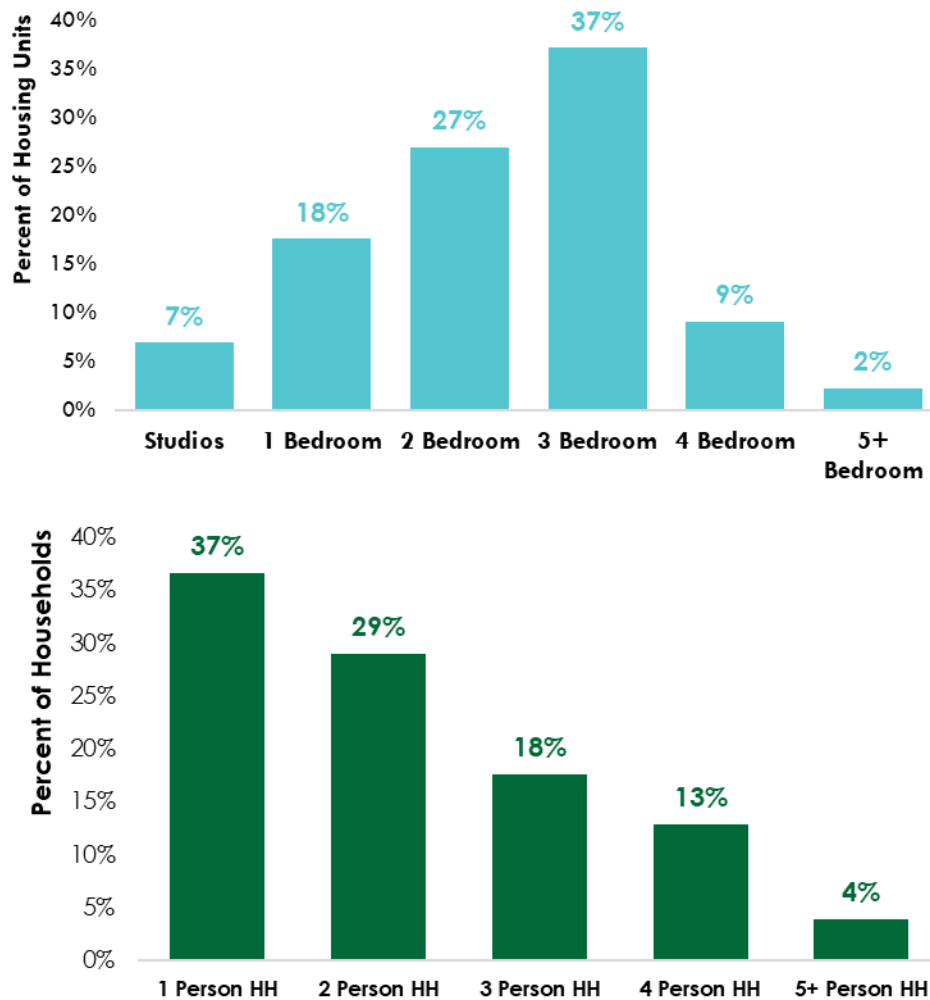
Sources: OFM, 2021; BERK, 2021. These estimates include on-campus student apartments but do not account for on-campus residence halls.

There is a mismatch in Ellensburg between the size of housing units and the size of households. See Exhibit 21. Housing units with 3+ bedrooms are oversupplied when compared to households with 3 or more people. The high quantity of 1- and 2-person households could be well-served by smaller housing types that are not currently being produced. These include many of the missing middle types identified in the sidebar: 2-3-4-plexes, cottage housing, courtyard apartments, and townhomes.

MISSING MIDDLE HOUSING

“Missing middle” housing refers to housing formats offering smaller unit types than standard detached single family homes but in buildings smaller than multifamily apartment towers. Examples include 2-3-4-plexes, ADUs or DADUs, cottage housing, courtyard apartments, or townhomes. Integrating more of these types of housing stock to residential neighborhoods can increase the diversity of housing options available in existing neighborhoods and provide lower-cost options for first-time home buyers. Missing middle housing types offer added density without the height and bulk of larger buildings which might feel out of scale with lower density residential neighborhoods.

Exhibit 21: Ellensburg Housing Unit Size and Household Size, 2018.



Sources: ACS 5-year estimates, 2018; BERK, 2021.

STUDENT HOUSING

CWU reports over 3,600 students, or 19% of the enrolled student population, living in on-campus housing. The campus features 26 housing facilities, most in dormitory style with a few buildings styled as student apartments for students or student families. The total capacity of these facilities is just under 4,000. A new residence hall with 200 units (402 beds) was permitted in 2018. See Exhibit 22. There is no official faculty housing provided through the college. Interviews from Ellensburg's 2017 Needs Assessment process noted that this is a recruitment challenge for the university.

Exhibit 22: Capacity of On-Campus Housing by Type, 2021.

On-Campus Residence Type	Capacity
Student Apartments	921
Dormitories	3,112

Note: Student apartments are included in OFM’s housing unit counts as multifamily housing, while dormitories are not.

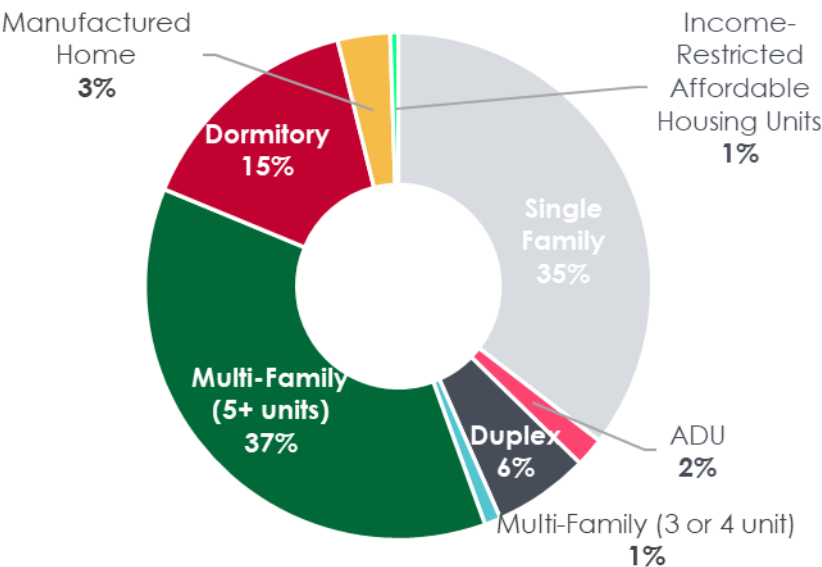
Sources: CWU, 2021; BERK, 2021.

PRODUCTION TRENDS

From 2012-2020, 1,343 housing units were permitted for construction in Ellensburg. This new construction has an equal ratio of single family units and multifamily units (5+ units per building). A large residence hall was permitted in 2018, and a small proportion of other housing types were also built: duplexes, 3 or 4-unit multifamily, accessory dwelling units (ADUs), manufactured housing, and affordable housing units. See Exhibit 23 and Exhibit 24.

In Ellensburg’s recent construction, average single family homes are 2 – 3 times larger than other unit types with lot sizes 2-5 times higher. The table in Exhibit 25 summarizes these trends. An average of 53 new single family homes were constructed annually across the 2012-2020 time frame. Units average an interior size of 2,615 square feet and a lot size of 7,681 square feet. Duplex and 3 to 4-unit multifamily buildings average more than twice the site density of single family homes, and unit sizes averaging closer to 1,300 square feet. Multifamily construction (5+ units) in Ellensburg 2012-2020 averages 3 projects per year, with 25 units per project. The average unit size is 1,182 square feet and the site density is 5 times higher than single family construction.

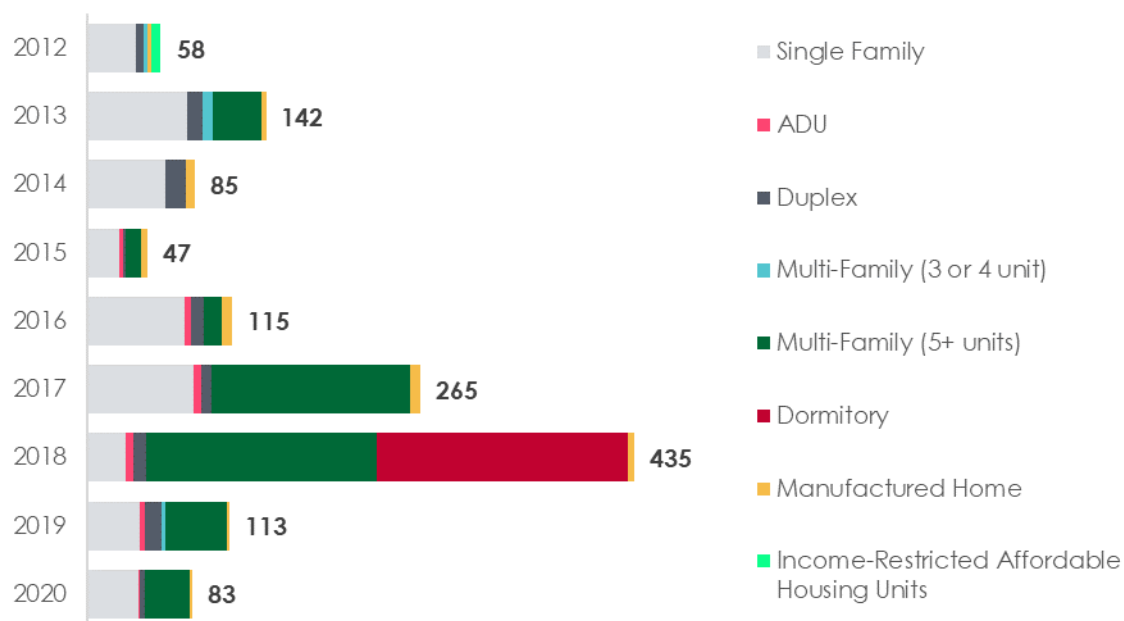
Exhibit 23: Ellensburg Housing Production by Unit Type, 2012-2020.



Note: Dormitories are counted here by rooms rather than ‘units’. Most rooms have two beds for two students.

Sources: City of Ellensburg Permit Data, 2021; BERK, 2021.

Exhibit 24: Ellensburg Housing Production by Year, 2012-2020.



Note: Dormitories are counted here by rooms rather than 'units'. Most rooms have two beds for two students.

Sources: City of Ellensburg Permit Data, 2021; BERK, 2021.

Exhibit 25: Average Unit Size, Lot Size, and Site Density for Construction in Ellensburg, 2012-2020.

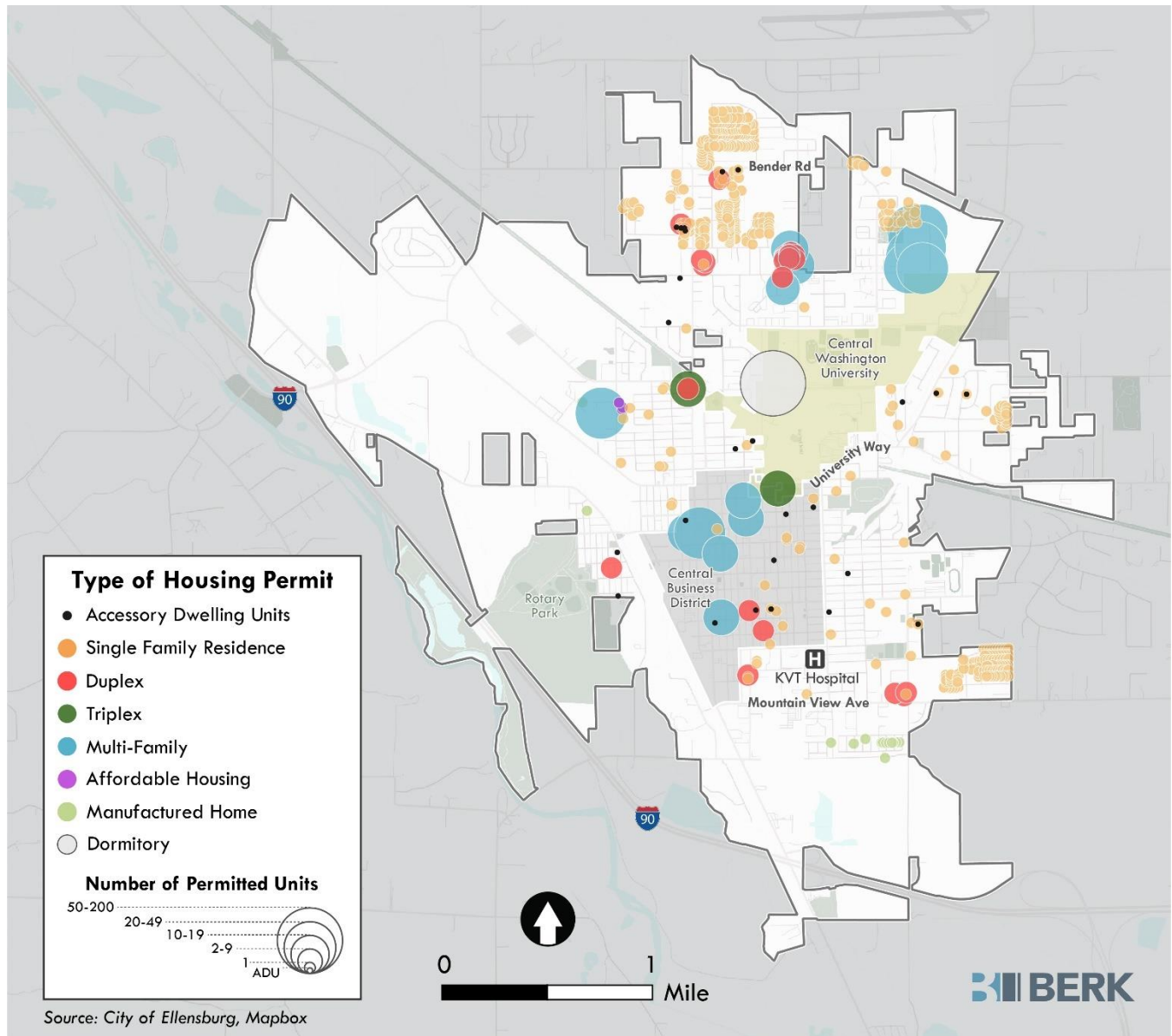
Housing Type	Average square feet per unit	Average lot size (acres)	Average site density (acres/unit)
Single Family Home	2,615	0.18	5.7
ADU	1,005	n/a	n/a
Duplex	1,296	0.07	13.6
Multi-Family (3 or 4 unit)	1,390	0.07	14.9
Multi-Family (5+ units)	1,182	0.04	25.6
Dormitory	510	0.01	73.5
Manufactured Home	718	n/a	n/a
Income-Restricted Affordable Housing Units	1,104	0.13	7.7

Sources: City of Ellensburg Permit Data, 2021; BERK, 2021.

Geographic Trends

Housing production is distributed across Ellensburg, with particular concentration in the northern part of the city. These neighborhoods are anchored by the adjacent CWU campus and production includes a range of single family, duplex, triplex, and multifamily units. Additional multifamily construction can be found in and around the central business district. A sprinkling of ADUs are integrated throughout various residential neighborhoods. Manufactured housing production is concentrated in south Ellensburg. See map in Exhibit 26.

Exhibit 26: Map of Ellensburg Housing Production Permits, 2012-2020.



Income-Restricted Affordable Housing

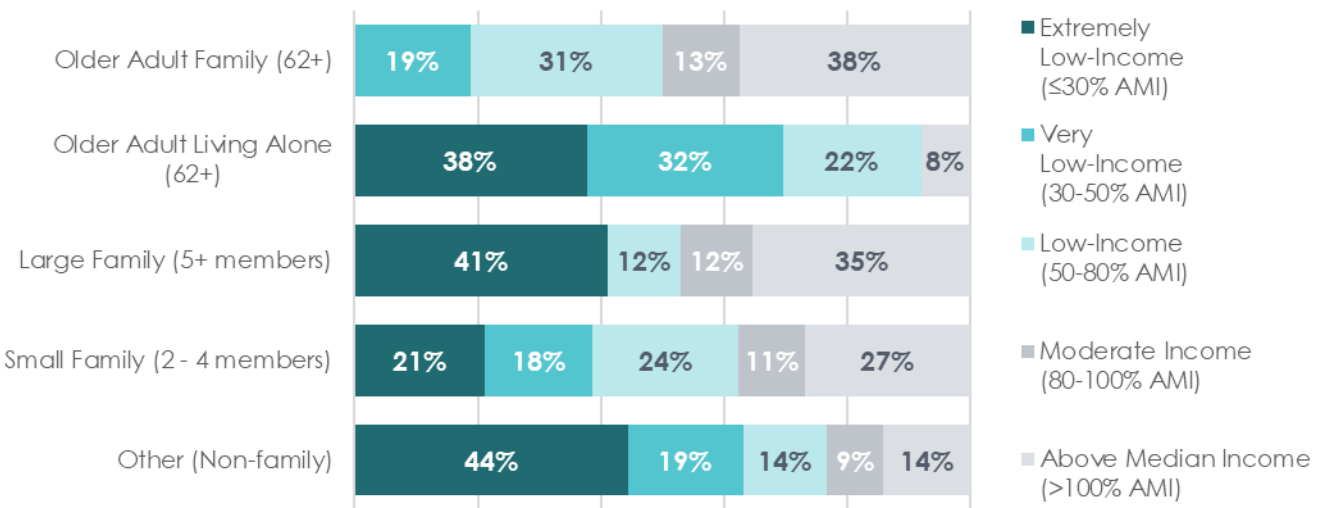
Income Eligibility

Eligibility for income-restricted affordable housing is based on HUD's established thresholds for moderate-income, low-income, very low-income, and extremely low-income households by family size. The HUD-area median family income (shortened to AMI in this report) is updated annually. Moderate-income households earn between 80% - 100% of AMI. Low-income households are those earning 50-80%, very low-income households earn 30-50%, and extremely low-income households earn 30% or less. In Ellensburg, the 2021 AMI for a household of four is \$76,000.

Summaries from 2017 identify 5,290 total Ellensburg households in moderate- and low-income categories. Renter households are typically the residents in search of income-restricted affordable units. **According to 2017 estimates, there are 4,425 renter households at qualifying income levels in Ellensburg.** Exhibit 27 breaks out this total by household type. Key takeaways from this summary include:

- 92% of older adult renters who live alone (62+), or 635 individuals, are categorized as low-, very low-, or extremely low-income.
- Over half (approximately 50) of large families who rent are moderate-, low-, or extremely low-income.
- 62% of small families who rent (approximately 605 families) are considered low-, very low-, or extremely low-income. The families likely represent most of Ellensburg's renters with young children.
- Nonfamily households represent the largest group of renter households in low-, very low-, and extremely low-income groups, with 2,660 households represented. This group likely includes many of CWU's student households.

Exhibit 27: Ellensburg Renter Households by Type and Income Levels, 2017.



Note: Margin of error increases as group size decreases. These figures should be taken as reflective of general trends, but not exact calculations.

Sources: HUD CHAS (based on ACS 2013-2017 5-year estimates); AMI = HUD Area Median Family Income; BERK, 2021.

Income-Restricted Housing Supply

Ellensburg's housing stock includes 853 units of income-restricted affordable housing, in 15 different developments. A full list of this inventory can be found in Exhibit 28. These units serve residents from 95% AMI and below. Some housing serves specific household types, such as family households, singles, or senior/disabled residents, while others are open to a mix of household types.

The inventory of income-restricted housing supply in Exhibit 28 identifies a mix of public housing authorities, non-profit housing developers, and private companies among the ownership entities of these buildings. **Over half (57%) of these units have subsidy expirations before 2030.** This highlights the need for affordable housing preservation as well as additional subsidized housing stock.

Exhibit 28: Inventory of Income-Restricted Housing Units in Ellensburg, 2021.

Name	Owner	Total Subsidized Units	Population Served	Income Eligibility/ Preference	Subsidy Expiration*
Alder Terrace	Housing Authority of Kittitas County	51	Mixed	Between 40% and 95% AMI	2046
Briarwood Commons	Preferred Capital Mgmt, Inc	174	Senior/Disabled	Below 60% AMI	2027
Brookwood Apartment	Brookwood Assoc	40	Senior/Disabled	Below 50% AMI (<30% preference)	2033
Cherry Lane	Housing Authority of Kittitas County	9	Families	Below 80% AMI	None
Cascade Manor	HS II Rural Preservation	20	Senior/Disabled	Below 30% AMI	2056
Crestview Terrace Apartments	VBC Crestview Terrace Limited Partnership	168	Individual/Family	Below 50% AMI (<30% preference)	2022
Hampton Court	Windsor Park LLC	36	Senior/Disabled	Below 30% AMI	2040

Name	Owner	Total Subsidized Units	Population Served	Income Eligibility/ Preference	Subsidy Expiration*
Helena	Housing Authority of Kittitas County	5	Families	Below 80% AMI	None
Huntington Court	HS II Rural Preservation	24	Senior/Disabled	Below 30% AMI	2056
Trinal Manor	Housing Authority of Kittitas County	30	Senior/Disabled	Below 80% AMI	None
Mt Stuart Vista	Housing Authority of Kittitas County	30	Families	Below 80% AMI	None
Rodeo Apartments	<i>Data unavailable</i>	50	Mixed	Below 60% AMI	2027
Terrace Manor	VBC Crestview Terrace Limited Partnership	72	Low Income	Below 50% AMI	2029
Spurling Court	Hopesource	49			
Windsor Park	Windsor Park LLC	95	Families	Below 30% AMI	2040
Total	15 developments	853 units			

* Expiration date for LIHTC units is the expiration date of the tax exemption. For rental assistance funding, the expiration date means the expiration of the rental assistance funding. For buildings with multiple subsidies, BERK presents the earliest subsidy expiration date unless additional information was provided by the housing provider. "None" indicates a permanent restriction is recorded on the property.

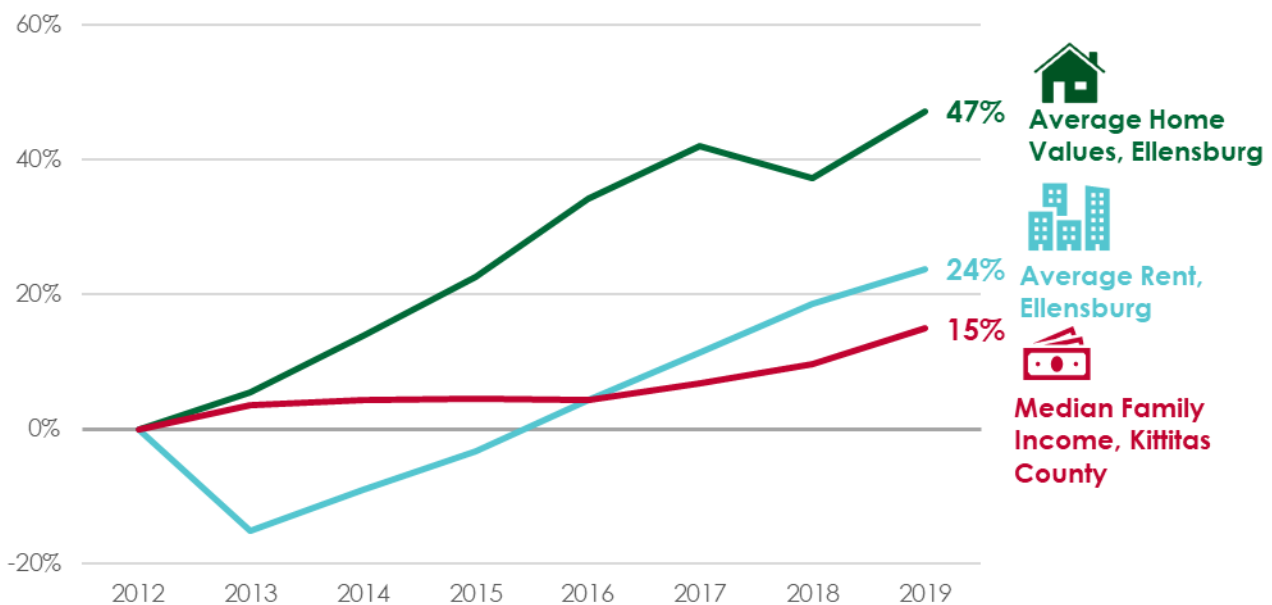
Sources: City of Ellensburg Housing Needs Assessment, 2017; Ellensburg permit data, 2021; BERK, 2021.

Housing Affordability

Home values in Ellensburg have risen 3 times as fast as regional incomes from 2012 to 2019.

Rent increases have also outpaced income growth, though not as dramatically. See Exhibit 29. The average home value in Ellensburg in 2019 is \$316,743, and the average rent is \$1,442 per month.⁸ The spike in home values can block families and young professionals from purchasing their first home or from upsizing with an expanded family size. When faced with these tradeoffs, households often choose to relocate in areas with lower costs of living or fall into cost burden and sacrifice other important spending categories to stay in their homes.

Exhibit 29: Percent Change from 2012 for Home Values, Rental Rates, and HUD Area Median Family Income.



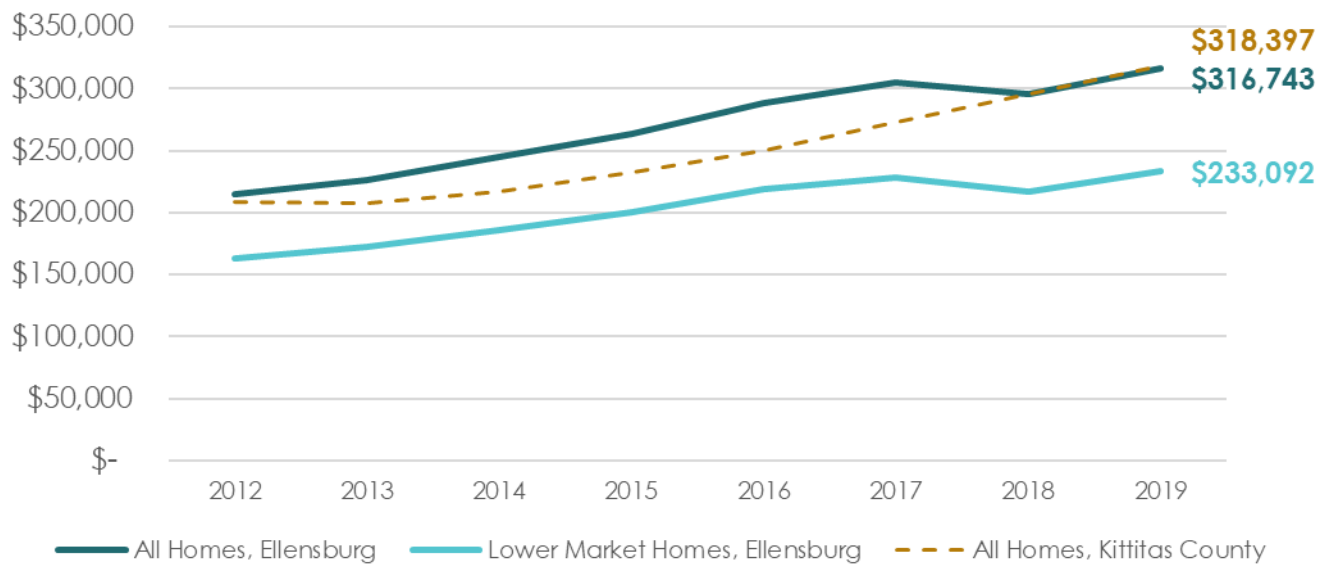
Sources: Zillow, 2020; HUD, 2020; BERK, 2021.

Ownership Affordability

Home values in Ellensburg increased by 47% from 2012-2019. This contrasts with a 15% median income increase over the same time period, as established in Exhibit 29. Average home values in the city track closely with Kittitas County overall, despite lower household incomes in Ellensburg when compared to the county. See Exhibit 30. The 2019 average home value in Ellensburg is \$316,743. An estimated mortgage for this home value is affordable to homes above median income, earning 115% to 120% AMI, or approximately \$83,000 - \$86,500 annually. Lower market homes, estimated by Zillow as homes within the 5th to 35th percentile of values, average \$233,092 in Ellensburg. Payments for a mortgage on these homes is available to some moderate income households, starting around \$61,000 annually (85% AMI).

⁸ Home value and rental rate estimates from Zillow, as of April 2020.

Exhibit 30: Average Home Values in Ellensburg and Kittitas County, 2012-2019.



Sources: Zillow, 2021; BERK, 2021.

The ability to purchase a home also relies on the availability of housing stock and the ability to save for a down payment. In Ellensburg, the data suggest that a lack of available housing stock might be the biggest hurdle to home ownership in the community. As explored with production trends, ACS estimates find very limited vacancy in the Ellensburg ownership housing market. This appears to be particularly true for units around the average home value range. A search for active home listings at \$350,000 or less in Ellensburg yields just 6 results: 3 single-family homes and 3 manufactured homes within the city boundary. Searching for units \$350,000 or more yields 26 results.⁹ The monthly mortgage payment for average and lower market homes in Ellensburg is higher than average rents, and 59% of renter households are already cost-burdened. These households might not be approved for a mortgage or be able to save the necessary funds for a down payment.

⁹ Zillow and Redfin searches on 5/7/2021

Exhibit 31: Housing Affordability Calculations in Ellensburg, Median and Lower Market Home Prices, 2019.

Monthly Mortgage - 10% down payment			
		Lower Market Home Price (2019)	Median Home Price (2019)
Cost to Purchase	Sales Price (\$)	233,092	316,743
	Assumed 20% down payment (\$)	23,309	31,674
	Mortgage amount (\$)	209,782	285,069
	Interest rate	4%	4%
	Monthly payments over course of loan	360	360
	Monthly mortgage payment (\$)	1,002	1,361
Annual Housing Expenses			
	Mortgage payments (\$)	12,018	16,332
	Property tax (\$)	3,030	4,118
	Private Mortgage Insurance (\$)	2,098	2,851
	Insurance (\$)	1,165	1,584
	Annual costs (\$)	18,312	24,884
	Monthly costs (\$)	1,526	2,074
Affordability			
	Annual income needed to afford	\$ 61,040	\$ 82,945
	% of AMI	84%	115%

Monthly Mortgage - 5% down payment			
		Lower Market Home Price (2019)	Median Home Price (2019)
Cost to Purchase	Sales Price (\$)	233,092	316,743
	Assumed 10% down payment (\$)	11,655	15,837
	Mortgage amount (\$)	221,437	300,906
	Interest rate	4%	4%
	Monthly payments over course of loan	360	360
	Monthly mortgage payment (\$)	1,057	1,437
Annual Housing Expenses			
	Mortgage payments (\$)	12,686	17,239
	Property tax (\$)	3,030	4,118
	Private Mortgage Insurance (\$)	2,214	3,009
	Home Insurance (\$)	1,165	1,584
	Annual costs (\$)	19,096	25,949
	Monthly costs (\$)	1,591	2,162
Affordability			
	Annual income needed to afford	\$ 63,654	\$ 86,498
	% of AMI	88%	120%

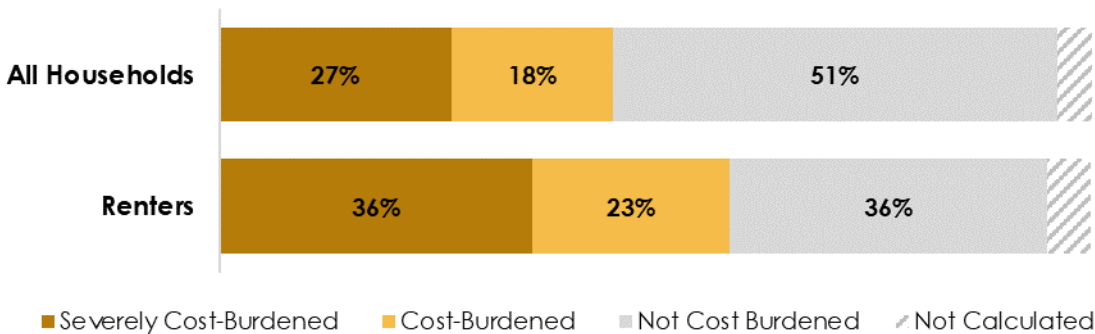
Sources: Home values from Zillow, 2021; AMI refers to HUD-Area MFI as reported by Washington Housing Finance Commission, 2019; Mortgage calculations and estimations from BERK, 2021.

Rental Affordability

In Ellensburg, 59% of renter households are considered cost-burdened or severely cost-burdened. This represents over 3,000 renter households struggling with housing affordability.

A summary of cost-burdened renter households by family type can be found in Exhibit 33. In Ellensburg, renter households are likely to include much of the CWU student population. These residents are likely reflected in the 2,240 “Other (non-family)” households. All other age cohorts are represented, however, among cost-burdened renter households. The next most prominent household types among cost-burdened renters are older adults living alone (430) and small family households (365). Variety in rental housing units is key to meeting the needs of these distinct demographic groups and varying household sizes.

Exhibit 32: Cost Burden among Renter Households in Ellensburg, 2017.



Sources: HUD CHAS (based on ACS 2013-2017 5-year estimates); BERK, 2021.

Exhibit 33: Ellensburg Cost Burdened Renter Households by Type, 2017.

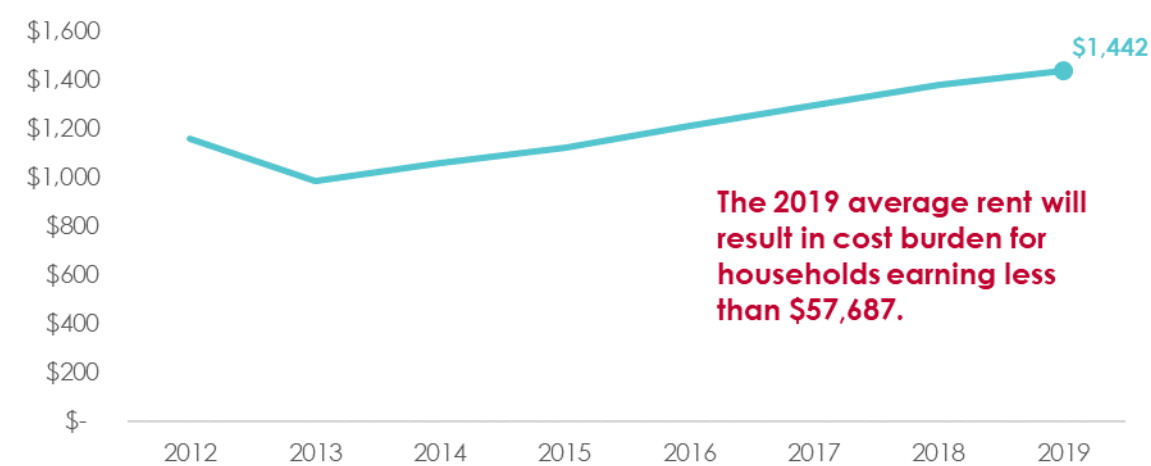
Household Type	Cost-Burdened Renter Households	% Total
Older Adult Family (62+)	10	0.3%
Older Adult Living Alone (62+)	430	14%
Large Family (5+ members)	45	1.5%
Small Family (2 – 4 members)	365	12%
Other (Non-family households)	2,240	72%
Total	3,090	

Note: Margin of error grows with smaller groups of household populations. These numbers should not be taken to reflect exact counts but to summarize community trends.

Sources: ACS 5-year S2502 estimates, 2018; BERK, 2021.

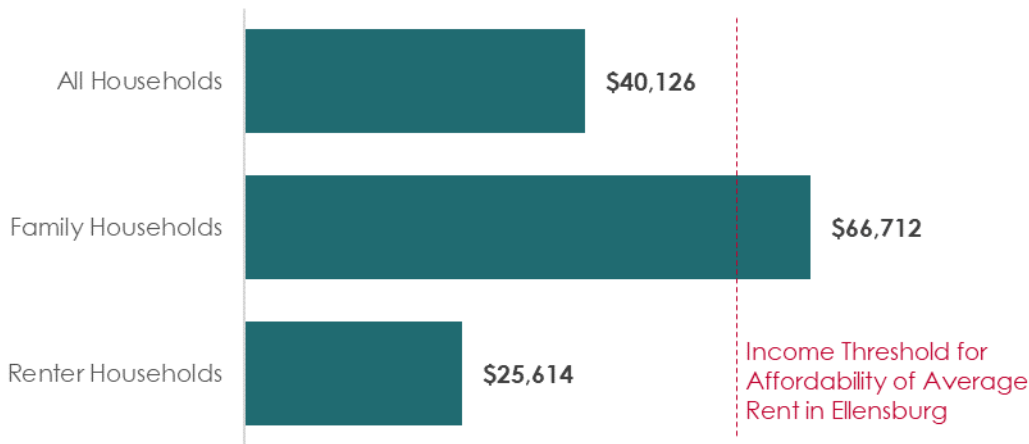
The average apartment rent in Ellensburg is \$1,442. See Exhibit 34. This represents a 24% increase from 2012 compared to a 15% income increase over the same period, as explored on page 25. This rate is considered affordable for households earning \$57,687 or higher annually. In Ellensburg, approximately 60% of households earn less than this amount (See Exhibit 11). Median household income for renter households, specifically, are less than half this amount.

Exhibit 34: Ellensburg Average Rents, 2012-2019.



Sources; Zillow, 2020; BERK, 2021.

Exhibit 35: Ellensburg Median Household Income by Type, 2018.



Sources: ACS 5-year S2503 Estimates, 2018; Income threshold for rental housing affordability based on average apartment rents from Zillow, 2019; BERK, 2021.

Cost Burden

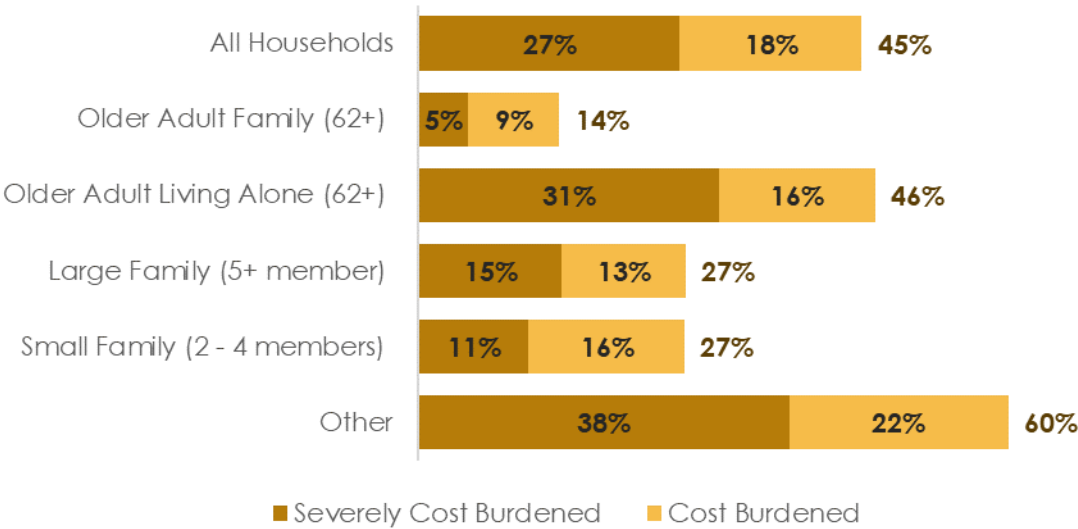
In Ellensburg, 18% of the population is estimated to be cost-burdened and 27% of the population is estimated to be severely cost-burdened. HUD defines housing cost burden as spending more than 30% of gross monthly income toward housing, including utility costs. A household is considered severely cost-burdened if they spend 50% or more of their income on housing. These households often are forced to make difficult tradeoffs with other life essentials

such as education, transportation, healthcare, or healthy food. Cost burden indicates a lack of affordability in the housing market.

Rates of cost burden are not equal across housing types. See Exhibit 36.

- 1. **Almost half (46%) of older adults who live alone are cost burdened.** This indicates a lack of affordable housing solutions available and suitable for these residents. Older adults (62+) while live in family households, defined as 2 or more related individuals living together, have a cost burden rate of 14%. Older adults may have accessibility concerns for housing design or require additional services for healthcare or household assistance.
- 2. **Families, both large and small, are cost-burdened at a rate of 27%.** These two household types are likely to include most of Ellensburg's children under the age of 19. High rates of housing cost burden for families and families with children may interfere with a family's ability to purchase a starter home, upsize into a larger home to accommodate a larger family size, or move to a neighborhood with desired amenities and access to opportunity.
- 3. **Non-family households in Ellensburg are cost-burdened at a rate of 60%.** This category, labeled as "other" in the exhibit, is likely to include many of the city's student population. It also includes working professionals who are single and living alone or with roommates. This household type has the highest rate of cost burden in Ellensburg.

Exhibit 36: Cost Burden by Household Type in Ellensburg, 2017.



Note: "Other" household types include Census defined non-family, non-older adult households. In Ellensburg, this category is likely to include much of the CWU student population.

Sources: HUD CHAS (based on ACS 2013-2017 5-year estimates); BERK, 2021.

Displacement Risk

Displacement refers to instances when a household is forced or pressured to move from their home against their will. Displacement can be categorized into three types: physical displacement, economic displacement, and cultural displacement. These trends can be

difficult to capture with specificity in smaller communities like Ellensburg, but signals and risk factors can be identified.

Direct, physical displacement occurs in cases of eviction, the termination of a tenant's lease, or public land claims through eminent domain. Physical displacement can also occur when a property owner decides to renovate units to appeal to higher-income tenants or when buildings are sold for redevelopment. Additionally, the expiration of an affordability covenant can result conversion of the unit to market rate housing and the displacement of the current tenant. Mobile home or manufactured home park residents can be subject to displacement when property owners decide to sell park land for another use.

- In Ellensburg, 464 current income-restricted subsidized housing units have term expirations by 2030.¹⁰
- There are 8 mobile home parks with 314 housing units in Ellensburg.¹¹

Economic displacement occurs when a household relocates due to the financial pressure of rising housing costs. Renters are more vulnerable to economic displacement, particularly those who are low-income, although some homeowners can experience this as well with significant increases to property tax bills.

- In Ellensburg, 3,090 renter households are cost-burdened or severely cost-burdened.¹²
- From 2012-2019, average rents in Ellensburg increased 24% while median income increased 15%.

Cultural displacement is the result of fractured social fabrics. When physical and/or economic displacement affects community businesses and a concentration of racial or ethnic minority households, other households who affiliate with the affected cultural group may begin to feel increased pressure or desire to relocate. This is difficult to track through available data for Ellensburg.

Homelessness

Housing instability caused by cost burden can lead to periods of homelessness for economically vulnerable households. The count of individuals experiencing homelessness across Washington state increased 22% 2013-2019 as housing affordability concerns increased.¹³ It is difficult to accurately track the exact quantity and makeup of individuals experiencing homelessness at any given time. The standard metric used statewide are Point-in-Time (PIT) counts, which are collected at the county level on a single night in January each year. These numbers do not completely capture the extent of homelessness in any given area but provide a consistent annual metric for gauging change in the number and demographics of individuals and households experiencing homelessness across the region. **Kititas County's 2019 PIT Count identified 39 individuals experiencing homelessness across the county. Seventeen (17) of these individuals were identified as chronically homeless and most of these individuals were sheltered and sleeping at emergency shelters.** This reporting demonstrates a

¹⁰ Ellensburg Housing Needs Assessment, 2017.

¹¹ City of Ellensburg reporting, 2021.

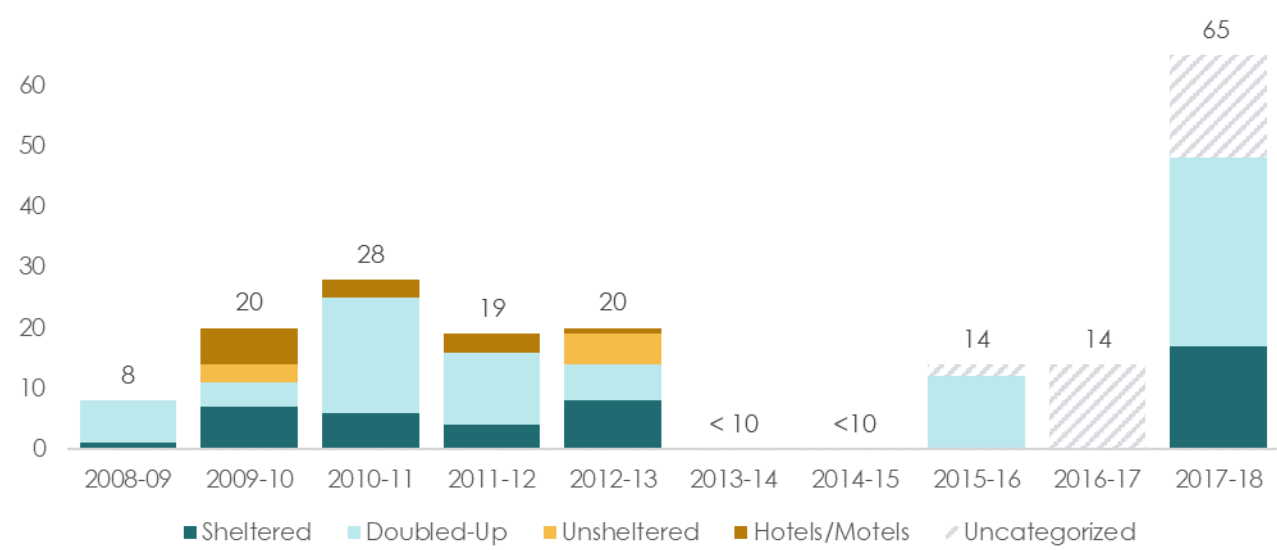
¹² HUD CHAS (based on 5-year ACS estimates), 2017

¹³ Washington Department of Commerce [PIT Counts](#), 2013 and 2019

small but persistent need in the county.

School districts also report on homelessness among their student population. Students are reported on this list if they are homeless, doubling up with another family, or living in a hotel/motel. Being doubled up or living in a hotel/motel can be an intermediate step before or signal risk of homelessness. The count of students experiencing homelessness spiked in the 2017-2018 academic year, with 65 elementary school children reported. See Exhibit 37. This includes both sheltered homelessness and families doubling up. The increased rate of families doubling up could relate to increased housing costs over this time period. The 2020 PIT Count did not occur, due to the COVID-19 pandemic.

Exhibit 37: Homeless Student Count, Ellensburg School District, AY2008 - 2018



'Uncategorized' data represents fewer than 10 reported individuals per category. This practice was incorporated starting with the 2015 student data reporting.

Sources: Washington OSPI, 2019; BERK, 2021.

Gap Analysis

Ellensburg's housing market lacks adequate supply and affordability for residents. This section identifies needs and gaps in housing production specific to both rental and owner-occupied housing units in Ellensburg.

Housing production rates are not keeping up with demand in Ellensburg. The city has very low vacancy rates in its ownership housing supply. ACS estimates find almost no vacancy for ownership units, reporting 0.0% in 2018.¹⁴ Given the quantity of ownership units in the market, Ellensburg needs to produce 130 units of housing to achieve a healthier market vacancy rate of 5%. While the ACS reports 6% vacancy for rental housing, the Washington Center for Real Estate Studies (WCRER), which applies a finer grain and twice-annual survey approach, finds just 0.5% vacancy in Kittitas County's rental market. Ellensburg is the biggest base for rental

¹⁴ ACS 5-year DP04 estimates.

housing in the county, accounting for 70% of rental units, so it is likely that reported rental rates are closely tied to the trends in the city.¹⁵ Using the same methodology for calculating market undersupply, Ellensburg needs an additional 311 units of rental housing to achieve 5% vacancy. See summary in Exhibit 38.

Exhibit 38: Ellensburg Market Undersupply for Ownership Housing Units

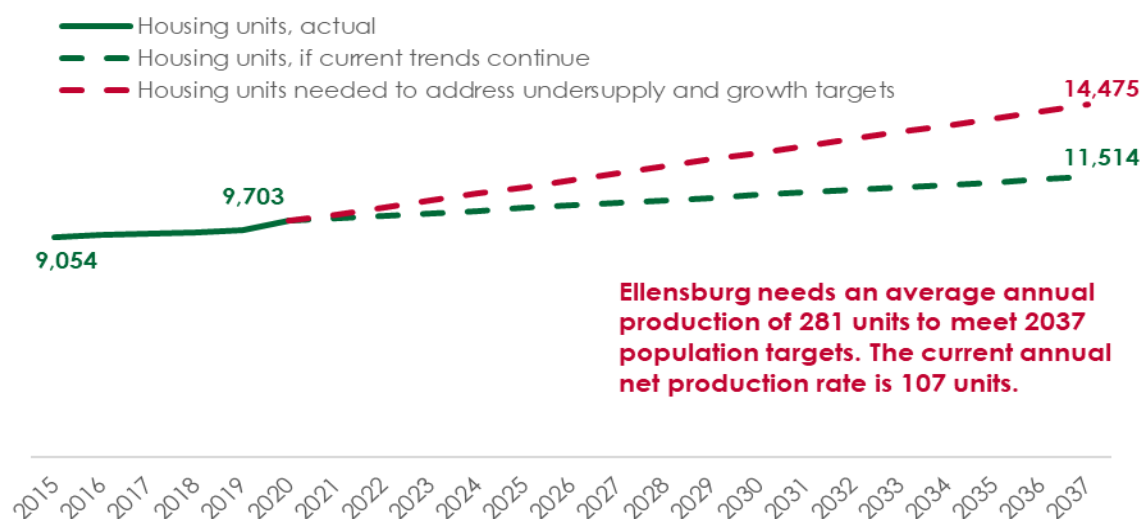
	Owner-Occupied	Rental Units
Occupied units	2,471	5,341
Vacancy rate	0.0%	0.5%
Units needed to achieve 5% vacancy	2,601	5,652
Current market undersupply	130	311

An additional 441 units of housing are needed to address Ellensburg's current undersupply challenge.

Sources: ACS 5-year DP04 Estimates, 2018; BERK, 2021.

This underproduction housing need is augmented with supply needs that align with population targets for Ellensburg and its UGA. Based on growth targets and an assumed consistent average household size, Ellensburg needs to produce 281 housing units annually from 2020-2037 to address both growth targets and undersupply. This represents a 162% production increase over current annual net production of 107 units per year.

Exhibit 39: Ellensburg and UGA Housing Unit Production, Actual and Target, 2015-2037.



Sources: Current housing unit estimates and production rate from Washington OFM, 2021; Population growth target from Ellensburg Comprehensive Plan, 2017; Growth target translated to households based on 2020 average household size (2.2) from Washington OFM, 2021; BERK, 2021.

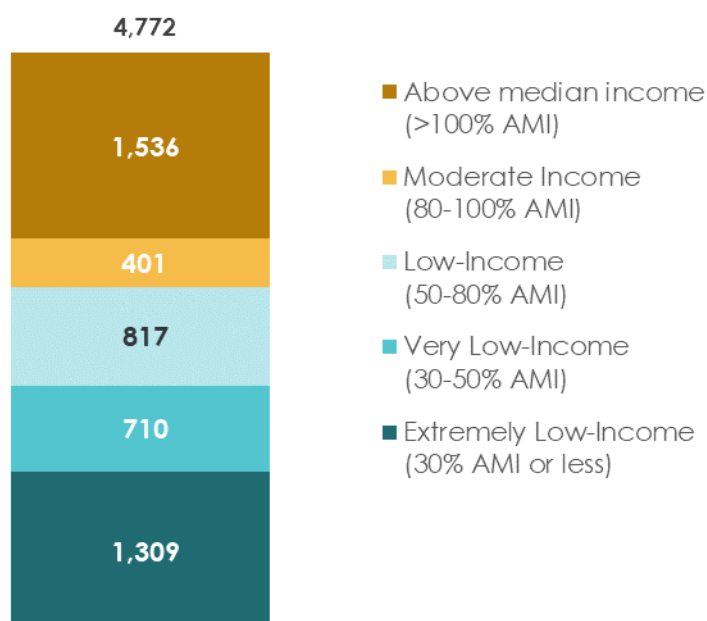
¹⁵ ACS 5-year DP04 estimates

Considering both the current undersupply and future production targets, Ellensburg (including its UGA) needs to produce 4,772 total units of housing 2020-2037, averaging 281 units annually.

This represents a 162% increase over current production rates of 107 units per year. Future housing production in Ellensburg should include a diversity of different housing types and affordability levels to address both current shortages as well as anticipated future needs. Exhibit 40 presents targets for housing growth between 2020 and 2037 by affordability level. These targets are distributed according to current proportions across income levels in Ellensburg. Adding sufficient housing stock to address the current undersupply can help to free up rental units for lower-income households. Down-renting is a common phenomenon in tight housing markets that makes it challenging for lower-income households to find suitable housing: down renting is when moderate- and higher-income households that either cannot find or afford ownership housing occupy rental units that might otherwise serve low-income households. Moderate- and higher-income residents can create upward pressure on rents in a community when they choose to rent due to a lack of ownership supply that meets their needs.

Variety within the housing market is key to meeting the needs of different housing types across the income spectrum. Higher density housing, such as missing middle styles, can often be offered at lower costs due to lower land and construction costs per unit. Residents who are very low-income or extremely low-income are often best served by income-restricted affordable housing, as market rate options are less likely to be found in their affordability range. Housing oriented to students, whether it be on-campus residence halls or multifamily apartments throughout the city, may also address need at the lowest income levels in Ellensburg.

Exhibit 40: Ellensburg Housing Unit Need, by Income Bracket, 2020-2037.

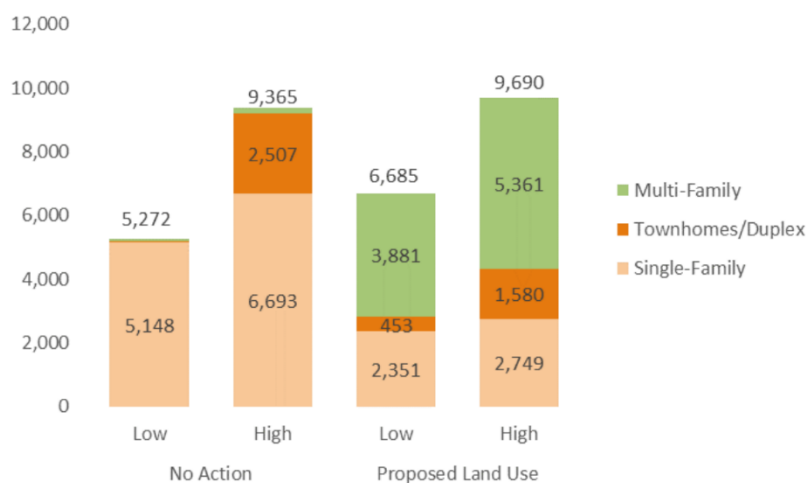


Note: Income bracket ratios for housing unit need determined by proportionally distributing housing units needed according to current ratios of income groups.

Sources: Ratio of Income Brackets from HUD CHAS summaries, 2017; Total housing need as calculated based on OFM estimates and adopted growth targets, 2020-2037; BERK, 2021.

The 2015 Kittitas County Land Capacity Analysis identifies a residential capacity of 5,683 units within Ellensburg and its UGA. This aligns with a population capacity of 11,757. This capacity, as noted in the 2016 analysis, falls just below the OFM high growth estimates.¹⁶ Further study in 2017 explored a future land use map which could increase capacity in Ellensburg for multifamily and townhome/duplex style units. Results of this analysis are shown in Exhibit 41. The proposed land use scenario offers an alternative growth pattern promoting greater variety in residential housing units. The proposed land use map was adopted with the 2017 Comprehensive Plan.¹⁷ Ellensburg has begun adopting zoning changes reflected in the proposed land use scenario, and this effort continues.

Exhibit 41: Housing Growth Capacity Comparison in Ellensburg, 2017.



In this land use study, a “low” and “high” development scenario are tested against current land use regulations and a proposed alternative land use map. Low development estimates are based on existing achieved densities and high development estimates are based on examples of most intense development styles from recent construction trends.

Source: “Ellensburg Land Use Alternatives” BERK, 2017.

Income-Restricted Affordable Housing

There is a shortage of income-restricted affordable housing compared to the number of households that are eligible. This is true across household types and moderate-, low-, very low-, and extremely low-income groups. Citywide, there are 4,425 renters whose incomes qualify for income-restricted housing by HUD standards but a total of 853 units of income-restricted units provided. While many of the residents who appear eligible by income thresholds may be students with alternate forms of financial support, there are also 626 families and 324 older adult households who qualify but are unable to receive subsidized housing based on limited availability. These income and supply gaps demonstrate the need for additional income-restricted housing units in Ellensburg. See Exhibit 42.

¹⁶ Kittitas County [Land Capacity Analysis Memo](#), 2016.

¹⁷ [Ellensburg Comprehensive Plan](#), 2018.

Production trends demonstrate the lack of income-restricted affordable units in Ellensburg's development pipeline. From 2012-2020, only 7 units of this type were added to the housing stock.¹⁸ This is despite the incentive programs offered by the City of Ellensburg, including a Multifamily Tax Exemption program in the Central Business District and a density bonus in R-S and R-L zones. These policies may need further evaluation and refinement to respond to local needs and market conditions.

A summary of gaps by income bracket and by household type identify need across the spectrum with concentrations for extremely low-income households, older adults, and small families. See Exhibit 42.

Exhibit 42: Ellensburg Income Eligible Renter Households and Income-Restricted Affordable Housing Units.

		Qualifying Renter Households	Income-Restricted Affordable Housing Units	Difference
Total		4,425	853	3,572
Targeted Income Bracket	Extremely Low-Income Below 30% AMI	2,040	383	1,657
	Very Low-Income 30 - 50% AMI	1,050	345	705
	Low-Income 50 - 80% AMI	895	74	821
	Moderate Income 80 - 100% AMI	440	51	389
Targeted Household Type	Family Households	765	139	626
	Senior/Disabled Households*	685	324	361

*Note: Total households shown only captures Senior households. Additional households will qualify, based on resident disability status.

Sources: Household figures from HUD CHAS (summarized from ACS 5-year estimates), 2017; Income-restricted units as reported in Exhibit 30; BERK, 2021.

¹⁸ Ellensburg Permit Data, 2012-2020

Appendix B: Policy Review

City of Ellensburg Policy Review

ELLENSBURG HOUSING ACTION PLAN – PUBLIC DRAFT September 2021

INTRODUCTION

The Ellensburg Policy Review includes an analysis of Ellensburg's existing residential zoning code, particularly in relation to missing middle housing types. This review assesses whether housing types such as townhouses, cottage housing, ADUs, and 2-3-4-plexes are permitted outright, if there is a need for zoning changes to encourage these housing types, and comparison with the regulations of other jurisdictions. Sample site plans for townhouse developments are used to identify development feasibility constraints within the existing code language for this housing type.

A special focus in the Policy Review is given to:

Cottage Housing – small and single-level units, detached and often clustered with multiple units sharing open space. Units are typically sized at a maximum of 1,200 or 1,500 interior square feet.



Image Source: Sightline Institute

Townhouses – single-family homes with at least two floors that share a wall with another home. Townhouses are often sized with 1 to 3 bedrooms and sold on individual lots.



Image Source: BERK Consulting

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ZONING CODE REVIEW

The City of Ellensburg includes a variety of land uses that feature residential uses, which accommodate single family homes, townhouses, cottage housing, accessory dwelling units, and multi-dwelling developments. Title 15 (Land Development Code) of the Ellensburg City Code (ECC) regulates the city's land uses and includes descriptions of zoning districts and land uses, including what uses are allowed in specific zones, and in the context of residential or commercial development, what development and design standards may apply. As stated in ECC 15.110.020, the purpose of the Land Development Code (LDC) is to provide regulations which the city can utilize to guide development and maintain a quality environment which provides for conservation and protection efforts, and livability. The LDC is the implementing code of the goals and policies set forth in the Ellensburg Comprehensive Plan (2019); these goals and policies are implemented through zoning maps, regulations, procedures, and programs.¹

Exhibit 1 includes an overview of all residential zones and commercial zones where residential uses are allowed. These zones include:

- **Residential Suburban Zone (R-S)** – Characterized as a single-family zone, which may include a mix of uses located in a walkable neighborhood setting. Provides for a minimum density standard to avoid large scale low-density sprawl and provides for a flexible bonus incentive system that allows for an increase in density in exchange for various community benefits, including mix of housing types,

¹ Ellensburg City Code 15.110.020.

affordable housing, transfer of development rights (TDR), and preservation of historic buildings, among others.

- **Residential Low-Density Zone (R-L)** – characterized as low-density residential neighborhoods, which allow for infill development via cottage housing, duplexes, and accessory dwelling units (ADUs). Provides for a minimum density standard to avoid low-density sprawl and utilizes the bonus incentive program, and TDR.
- **Residential Medium-Density Zone (R-M)** – characterized as a medium density, walkable neighborhood setting where a mixture of housing types exists. A variety of housing types are allowed, including cottage housing, townhouses, and multifamily residential. Provides for minimum density standards, and standards that ensure infill development is compatible with existing development.
- **Residential High-Density Zone (R-H)** – characterized as a high-density area which includes multifamily residential development, near transit, and within walking distance of commercial services. Provides for a minimum density limit, and standards and guidelines that promote compact, walkable development patterns.
- **Residential Office Zone (R-O)** – characterized as a transition zone which separates more intensive uses from single-family residential districts; historic preservation and adaptive reuse of historic properties is encouraged. A variety of housing types are allowed, including single family dwellings, cottage housing, townhouses, and multifamily. Provides for standards and guidelines which allow infill development.
- **Manufactured Home Park Zone (MHP)** – characterized as areas developed, or suitable for development, as mobile/manufactured home parks. Regulations establish the residential character of the zone, regulate common open space requirements, and set standards for safe circulation.
- **Commercial Neighborhood Zone (C-N)** – characterized as small-scale shopping areas meant to serve outlying residential areas, that are pedestrian-oriented; residential is a secondary use as townhouses and multifamily uses are allowed.
- **Central Commerce Zone (C-C)** – characterized as an area that encourages and accommodates the development and redevelopment of a viable Central Business District (CBD); residential is a secondary use, and historic character is preserved and/or enhanced.
- **Central Commercial II Zone (C-C II)** – characterized as an orderly expansion of the downtown commercial core; residential is a secondary use, and historic character is preserved and/or enhanced.
- **Light Industrial Zone (I-L)** – characterized as an area which accommodates light

industrial uses; mixed use residential uses are promoted as a secondary use in areas identified as industrial residential.

- **Public Reserve Zone (P-R)** – characterized as a Special District where public uses operated by a public entity may be allowed to be developed. Residential uses are allowed as an accessory use.

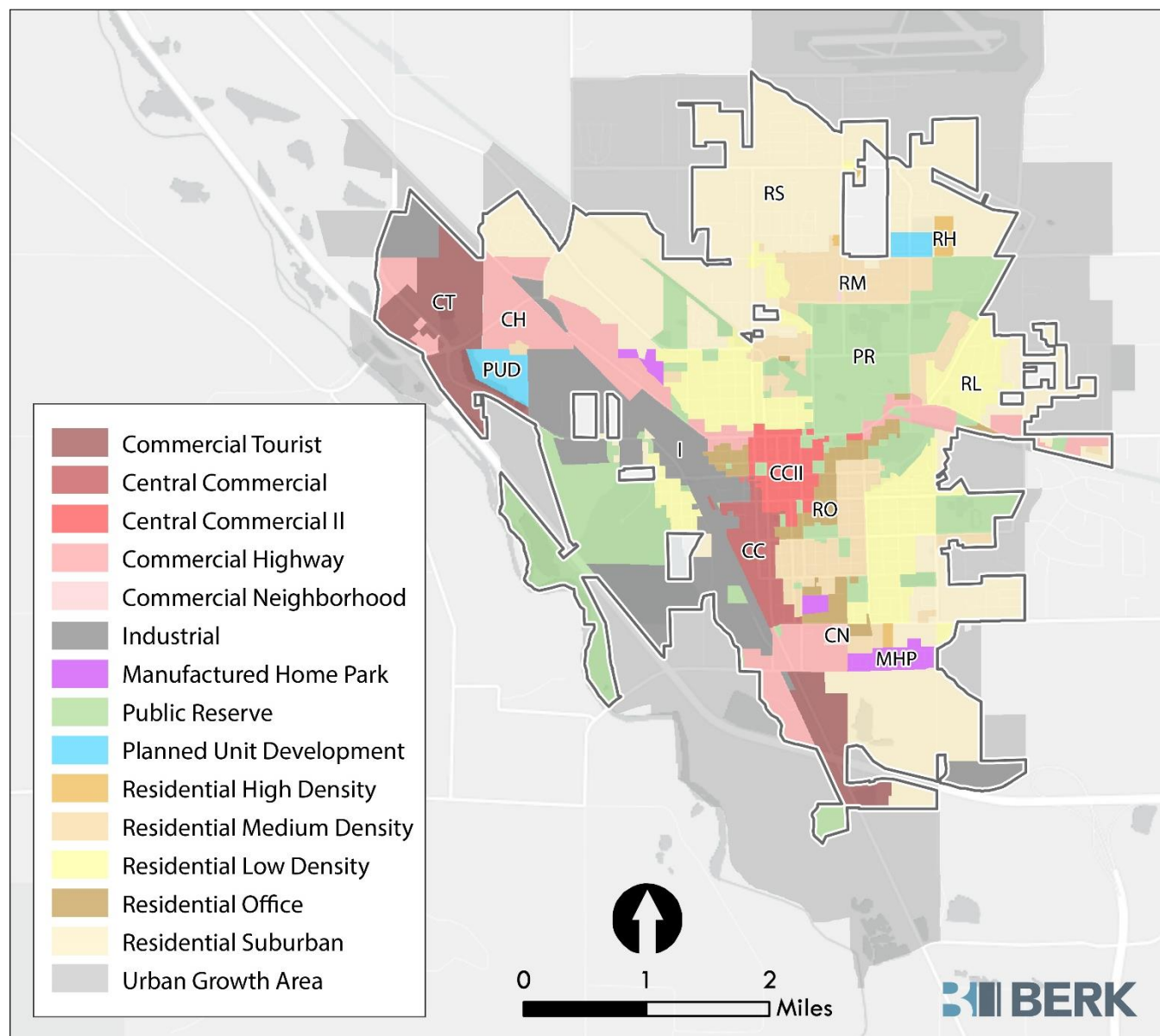
Exhibit 1: Residential and Commercial/Mixed Use Zones in Ellensburg²

		Housing Type						
Zone	Missing middle housing types	SFR	Duplex	Cottage	Townhouse	ADU ³	Multifamily	Manufactured Home
	● Permitted outright ○ Conditional Use							
	Residential Suburban Zone (R-S)	●	●	●	●	●	●	
	Residential Low-Density Zone (R-L)	●	●	●	●	●		
	Residential Medium Density Zone (R-M)	●	●	●	●	●	●	○
	Residential High-Density Zone (R-H)				●	●	●	●
	Residential Office Zone (R-O)	●	●	●	●		●	○
	Commercial Neighborhood Zone (C-N)				●		●	
	Central Commerce Zone (C-C)		●		●	●	●	
	Central Commercial II Zone (C-C II)		●		●	●	●	
	Manufactured Home Park (MHP)	●						●

² [ECC 15.310.040](#); ECC 15.300.050

³ Accessory Dwelling Unit

Exhibit 2: Ellensburg Zoning Map



Sources: City of Ellensburg, 2021; BERK, 2021.

EXISTING HOUSING TYPES

In Ellensburg, 48% of housing units are single family homes and 30% of units are in multifamily buildings of 5 or more units.⁴ The Ellensburg zoning code, however, allows for the development of missing middle housing types, such as:

- Cottage Housing
- Townhouses
- Accessory Dwelling Units
- Duplexes

These four highlighted housing types can help accommodate population growth and address housing needs by adding density in residential zones while maintaining a familiar neighborhood character and design aesthetic. As shown in Exhibit 1, these housing types are permitted across all residential zones except manufactured home park zones. Cottage housing is allowed in all residential zones, except R-H and MHP. Townhouses are an allowed use in all residential and mixed use/non-residential zones, except the MHP zone. ADUs are allowed in all zones except R-O, C-N, and MHP zones.

Density requirements exist in residential zones as follows⁵:

Exhibit 3: Ellensburg Density Requirements for Residential Zones

Zone	Minimum Density	Maximum Density (Gross)
R-S	-	6 du/acre
R-L	6 du/acre	8 du/acre
R-M	8 du/acre	-
R-H	15 du/acre	-
R-O	8 du/acre	-
C-N	-	-
C-C	-	-
C-C II	-	-

Sources: Ellensburg City Code, 2021; BERK, 2021.

⁴ Washington OFM, 2020.

⁵ MHP zone not included as a focus in this review.

COTTAGE HOUSING

Cottage housing is small, single-level, detached residential units which can be on individual lots or clustered around common open space.⁶ In Ellensburg, cottages are allowed in R-S, R-L, R-M, and R-O zones, and they are allowed as an accessory use in the P-R zone. This housing type is a good fit for smaller households, with one or two people, such as older adults looking to downsize or young adults searching for a starter home. Cottage housing integrates smoothly into existing single-family neighborhoods, due to small-scale footprints and its ability to function in odd-shaped lots. The incorporation of shared open space among clustered units can contribute toward environmental conservation goals and greenspace in a community.

Cottage housing developments in Ellensburg must comply with design standards as provided in ECC [15.540.050](#). Cottages can be configured as condominiums or fee-simple lots and each cottage is counted as one-half of a dwelling unit for density calculation purposes. Cottages have a maximum floor area of 1,200 square feet and must include common space and private open space per unit. The minimum parking requirement is 1.5 spaces per dwelling unit. Cottage housing developments are required to contain a minimum of four cottages, and could include as many as twelve cottages, clustered with common areas. More than one cottage housing development is allowed in a development site.

The table in **Error! Reference source not found.** compares Ellensburg's cottage housing standards with that of two peer communities for reference. Further detail and project case studies from each community follow. A few takeaways from these comparisons:

- **Ellensburg's maximum unit size could be increased** to 1,500 SF (see Kirkland) or removed with site design and height constraints as the restricting factors (see Poulsbo).
- Ellensburg's minimum parking requirements are in line with requirements elsewhere. The city could consider a tiered model, as in Kirkland, where smaller unit sizes are only required to provide one space. In Poulsbo, only one space needs to be provided near the unit and the second space can be provided in a shared lot.
- **Open space requirements are higher in Ellensburg than Kirkland or Poulsbo.** Modifications for flexibility in site design could increase project feasibility for more developments.
- **Pilot programs to create demonstration projects** can be an effective “proof of concept” approach for new development styles within a community.

⁶ “Housing Choices Guidebook: A visual Guide to Compact Housing Types in Northwest Oregon.” https://www.oregon.gov/lcd/Publications/Housing-Choices-Booklet_DIGITAL.pdf

Exhibit 4: Cottage Housing Policy Comparisons

	Ellensburg	Kirkland	Poulsbo
Maximum Unit Size	1,200 SF	1,500 SF	
Maximum F.A.R.		.35	
Maximum Lot Coverage		50% maximum lot coverage for impervious surfaces	50%-60% maximum building lot coverage
Maximum Units Allowed	12 cottages per cluster	24 units; 12 in a cluster	3 – 12 units per cluster
Maximum Height	26'	25'– 27' depending on zone	20', 25' with pitched roof
Separation Requirements	Minimum distance – 10 ft. between structures		n/a
Minimum Quantity of Units	4 cottages per cluster		3 cottages per cluster
Maximum Density	Each cottage unit considered ½ unit for density calculations. With the density bonus, an additional 15% density can be added to underlying zone.	2 times the max number of detached DUs allowed in underlying zone	Consistent with underlying zone.
Parking Requirements	1.5 per dwelling unit	▪ <700 SF: 1 space/unit ▪ 700 SF - 1,000 SF: 1.5 spaces/unit ▪ >1,000 SF: 2 spaces/unit	2 per dwelling unit – one can be in a shared lot
Open Space Requirements	Minimum Common Space – 400 SF/unit Minimum Private Open Space – 200 SF/unit	400 SF/unit common open space Private open space encouraged	300 SF/unit minimum common open space 200 SF/unit private open space

City of Kirkland

The City of Kirkland Cottage Housing Ordinance is highlighted by the U.S. Department of Housing and Urban Development (HUD) as a best practice. Cottage housing was evaluated as part of the city's Innovative Housing Demonstration Project Ordinance, and one of two projects in the demonstration project was the Danielson Grove development project.⁷ See **Error! Reference source not found..** The project was deemed a success in 2007, and as a result, the city passed the Cottage Housing Ordinance, which allows cottage housing in all low-density residential zones.

Exhibit 5: Danielson Grove Site Plan – Kirkland, WA



Source: [The Cottage Company](#), 2021.

Kirkland has integrated an inclusionary zoning policy into its cottage housing program. The City uses an affordability criterion for cottage housing developments, whereby project consisting of more than 10 units are required to provide 10% of units as affordable to median income households; the more units there are, the lower the median income that must be met (between 10 and 19-unit developments). While the purpose of the Ordinance is to accommodate and provide cottage style housing,

⁷ Ordinance 3856.

http://www.cottagecompany.com/files/Downloads/LandUse/KirklandOrdinance_3856.pdf

other compact single-family homes, duplexes, and triplexes are also allowed through the ordinance.

City of Poulsbo

Poulsbo allows cottage housing throughout its single family and multifamily residential districts. Building and lot standards are established in Chapter 18 of the municipal code, detailed in 18.70.070.I.⁸ Poulsbo Place Cottages, a 45-unit development created in 2001, is featured in The Housing Partnership's "The Right Size Home: Housing Innovation in Washington". Residents are described as predominantly empty-nesters and retirees, with some young commuters. The site plan, shown in Exhibit 6, demonstrates how clusters can be situated in a contiguous fashion to create a larger subdivision. The project was built as a planned unit development on the site of a previous military housing development.

This style development is an example of a site not eligible for Ellensburg's current density bonus program, as only one type of alternate housing type is incorporated.

Exhibit 6: Poulsbo Place Cottages Site Plan.



SITE STATS

Total size: **17.3 acres**

Site density: **12
units/acre**

Number of homes: **45**

Interior size of homes:
870 – 1,265 SF

Source: [*"The Right Size Home: Housing Innovation in Washington"*](#)

⁸ [Poulsbo City Code 18.70.070](#)

TOWNHOUSES

Townhouses are currently the sole housing type that is permitted across all residential and non-residential zones in Ellensburg.⁹ Design guidelines encourage aesthetic integration with single family areas while offering added density that can also work well in mixed use neighborhoods, near commercial services and transit. In the R-S zone, townhouses are not allowed to be located adjacent to single family dwellings, except where they are an approved use on an individual plat. Townhouses have a 2-space requirement for parking per dwelling unit, and if there are more than four bedrooms within a structure an additional parking space is required per bedroom. Landscaping requirements include planting strips at all entries and additional features such as trees and shrubs when alley access is not available for parking.

To test potential barriers in Ellensburg's development code for townhouses, sample townhouse site plans were reviewed with planning staff. The following barriers were discussed upon review of these site plans:

- **Special approval would be needed for any townhouse approval.** Townhouses are not allowed adjacent to single family dwellings without individual site approval. This is a barrier to infill development.
- **Density restrictions are a barrier.** Site plans demonstrated densities closer to 15 units/acre. Within the RS and RL zones, the maximum density is 6 and 8 units per acre, respectively. The density bonus for alternative housing types does not kick in for developments under 5 acres and even with the 10% or 15% bonus, typical townhouse densities would not be permissible.
- **Parking and driveway regulations are restrictive.** Site plan review identified features such as street-facing garages and parking for only one vehicle per unit. In Ellensburg, townhouse garages cannot face a public street and a minimum of 2 cars per unit is required.
- **Landscaping plans are required.** In Ellensburg, planter strips of at least 4 feet would be required at each home entrance. In addition, units with garages require planting areas near pedestrian entries of at least 20 square feet with a combination of shrubs or ground cover and a tree.
- **In general, Ellensburg's townhouse development code is challenging to interpret, and included photos are not helpful.** No townhouse development applications have been submitted in Ellensburg, making this review a new exercise of putting code language to use. Planners note that the current regulations are confusing and difficult to apply. Simpler code language with fewer site constraints could

⁹ [EMC 15.540.060](#)

improve the efficiency of the review process, in addition to initial site planning from developers.

DENSITY BONUS INCENTIVE

Ellensburg's density bonus incentive¹⁰ is allowed in its R-S and R-L zones. Bonuses are offered for energy efficient construction, adding to the mix of housing types, adding off-street trails, using the TDR program, incorporating historic preservation, and including income-restricted affordable housing. This review focuses on the density bonus offered for missing middle housing types ("greater mix of housing types") and affordable housing. Bonuses can be combined to a maximum of 12 units/acre in R-S and 14 units/acre in R-L.

- **Language regarding compounding benefits should be clarified.** The bonus description states that "Developments may use a combination of bonus elements provided they comply with the maximum density provisions set forth for the zone in Table 15.320.030." Provide example calculations to demonstrate this methodology, particularly the combination of affordable housing with a greater mix of housing types.

Exhibit 7: Density Bonuses for R-S and R-L Zones in Ellensburg

Bonus element	Density bonus % increase
Energy efficient construction/Built Green, LEED or other similar environmental certification	25 – 150%
Greater mix of housing types	10 – 15%
Off-street trails	5 – 20%
Transfer of development rights (TDR)	Up to 50%
Historic preservation	15 to 50%
Affordable housing	15 to 50%

Source: ECC Table 15.330.020

¹⁰ [ECC 15.330.020](#)

Missing Middle Housing

The **'greater mix of housing types' bonus** adds 10% to the base maximum density for developments with at least 50% alternative housing types (incorporating 2 styles) and 15% to the base density for developments with at least 67% of units of alternative housing types (incorporating 3 styles). This bonus includes a minimum lot size of 5 acres. The table in Exhibit 8 identifies the housing types eligible for this bonus, in addition to typical site densities associated with each style.

Exhibit 8: Housing Types Eligible for Ellensburg Density Bonus, with Typical Site Densities

Unit Type	Typical Density*
ADUs	Doubles density of existing lot
Cottage housing	4 – 24 per acre
2-3-4-plexes	10 – 20 per acre
Townhouses	13 – 30 units/acre
Courtyard apartments	7 – 50 units/acre

*Typical densities based on *Housing Choices Guidebook*, adjusting figures down by 67% to account for net- to gross-density calculations, as shown in [The Urbanist](#). Conversion will vary based on ROW dedications and infill versus subdivision development.

Source: ["Housing Choices Guidebook"](#) -Oregon Department of Transportation

A 10% density bonus creates a maximum density of 6.6 units/acre or 8.8 units/acre in the R-S and R-L zones, respectively. A 15% density bonus creates a maximum density of 6.9 units/acre and 9.2 units/acres in these zones. This bonus only applies to projects with development sites of at least 5 acres. A summary of options is demonstrated in Exhibit 9.

Exhibit 9: Example Uses of Existing Density Bonus for 5-acre and 10-acre lot sizes

	R-S Zone		R-L Zone	
	10% Bonus	15% Bonus	10% Bonus	15% Bonus
Max Density	6.6 units/acre	6.9 unit/acre	8.8 units/acre	9.2 units/acre
5-acre site, mix of SFR and Townhouses	15 SFR 15 Townhouses + 3 bonus units	10 SFR 20 Townhouses +5 bonus units	20 SFR 20 Townhouses + 4 bonus units	13 SFR 27 Townhouses +6 bonus units
10-acre site, mix of SFR and cottage housing	30 SFR 30 Cottage homes (in 3 clusters) +6 bonus units	20 SFR 40 Cottage homes (in 5 clusters) +9 bonus units	40 SFR 40 Cottage homes (in 4 clusters) +8 bonus units	27 SFR 53 Cottage homes (in 6 clusters) +12 bonus units

Sources: ECC 15.330.020; BERK, 2021

Ellensburg's density bonus for missing middle housing types has not been used since its introduction in 2013. Key takeaways identify potential barriers to the implementation of units which qualify for this program:

- **This incentive does not apply to infill housing development.** Removing the 5-acre minimum lot size requirement would allow for infill housing of alternative types.
- **The requirement for incorporating multiple housing styles is unnecessary.** This adds a barrier of complexity to site development which can decrease project feasibility. Removing this requirement could help developers simplify site planning when applying for the bonus, and it better aligns with infill developments.
- **The current bonus level is too low to adequately encourage townhouse, duplex, or multifamily production.** Average site densities for these housing types are much higher than the permitted densities, even with the bonus incentive.
 - A 50% bonus increases site density to 9 and 12 units per acre. This could better accommodate small multifamily projects, such as 3- and 4-plex units.
 - A 100% bonus, similar to that offered for LEED-platinum construction, would allow for 12 and 16 units per acre. This is better aligned with typical site densities for cottage housing, duplexes, or larger unit townhouse developments, although the current maximum density for the R-L zone is 14 units per acre.
 - The maximum densities for each zone, with density bonuses applied, is 12 units

per acre in R-S and 14 units per acre in R-L. As shown in the table in Exhibit 8, these densities represent the very low end of typical densities for many missing middle housing types.

- **The added density bonus does not increase capacity for ADUs, as they are already permitted in these two zones.** An allowance for two ADUs on a site would need to be incorporated for the density bonus to be effective at encouraging ADU construction.

Affordable Housing

The density bonus for affordable housing is based on the percentage of income-restricted affordable housing units incorporated into the development, starting at 15% with a maximum of 50%. For example, a development with 60 units may reserve 18, or 30%, as affordable units. A density bonus of 30% would apply, adding another 18 units for a total of 78 total units in the development.

For purposes of the density bonus, income-restricted units must meet affordability requirements for the 80% median income in Kittitas County threshold or less. They must maintain income-restricted status for at least 25 years. Units can be either renter- or owner-occupied but must be the same as other market-rate units within the development.

Since its introduction in 2013, the affordable housing density bonus has only been used with developments of all income-restricted units. This program may want to consider a few adjustments moving forward:

- Findings from the Housing Needs Assessment indicate that market rate rents are comparable to rent that meets the affordability requirement for Kittitas County's 80% median income thresholds. At the same time, the study identified a greater need for units affordable to households between 50 – 80% AMI. **Ellensburg may want to consider adjusting unit eligibility for groups lower than 80% AMI, particularly for rental units using the density bonus.** A tiered program could offer a greater density bonus for units available to lower income brackets.
- **Process improvements** that can promote the ease and efficiency of operating affordable housing could help address barriers of programmatic uncertainty for developers who typically construct market rate housing.
- **Further financial analysis may be needed** to better understand costs of construction and benefits of the density bonus to attract new developers to the program.

COMPREHENSIVE PLAN HOUSING ELEMENT REVIEW

Introduction

The City of Ellensburg Comprehensive Plan, amended in 2018, meets the regional responsibilities to manage urban growth for current and future residents through 2037. Ellensburg's Comprehensive Plan lays out a road map for navigating 20 years of projected population and employment growth by articulating a vision and corresponding core values, goals to achieve the vision, and policies and programs to promote the core values. Ellensburg's Comprehensive Plan includes eight primary plan elements, for the purposes of this Housing Action Plan, policy guidance within Ellensburg Comprehensive Plan Housing Element was reviewed.

The Housing Element goals, policies, and programs are assessed below in terms of progress of implementation as well as alignment with the Housing Needs Assessment. Each goal area is followed by an evaluation discussion that includes a summary of work done to date and considerations for future action. The City of Ellensburg faces growth pressures and various challenges and opportunities as it relates to housing development, this makes it important to review current conditions and progress towards achieving planning goals. As the City continues to grow, creative approaches might be needed to accommodate growth and support diverse community needs.

TABLE 1. Evaluation Legend

Evaluation by progress of implementation	Evaluation	Alignment with findings from Housing Needs Assessment:	Evaluation
Not yet started	Not started	The policy may challenge the City's ability to meet the needs identified in the HNA. The policy's benefits and consequences should be reviewed to optimize the ability to meet the policy's objectives while minimizing the negative impacts on meeting the housing needs of all community members.	Challenge
Early/initiated	Early	The policy is aligned to the needs identified in the HNA but may not be sufficient to meet those needs. The City may consider amending the policies to encourage the desired development.	Amend/Review
Moderate progress through funding/code/program development	Moderate	The policy is valid and helpful. There is continued need for the policy and it is likely to help the City meet the needs identified in the Housing Needs Assessment.	Valid
Completed	Completed	The policy does not impact the City's ability to meet the needs identified in the HNA.	Neutral

TABLE 2. Goal H-1 – Preserve, protect, and strengthen the vitality and stability of existing neighborhoods

Comprehensive Plan Policies, and Programs		Progress of implementation	Alignment with findings from Housing Needs Assessment
Policy A	Encourage development of an appropriate mix of housing choices through innovative land use and well-crafted regulations.	Early	Amend/Review
Program 1	Integrate new development, with consideration to design and scale that complements existing neighborhoods and provides effective transitions between different uses and intensities.	Moderate	Valid
Program 2	Encourage infill development on vacant and underused sites.	Not started	Valid
Policy B	Establish additional logical access routes outside of the existing street system for bicycle and pedestrian traffic.	Moderate	Neutral
Program 1	Identify trail easements and develop an effective maintenance strategy.	Moderate	Neutral
Policy C	Protect and connect residential neighborhoods so they retain identity and character and provide amenities that enhance quality of life.	Moderate	Amend/Review
Program 1	Encourage housing opportunities in mixed residential/commercial settings throughout the city.	Early	Valid
Program 2	Provide increased residential density and improve infrastructure along arterials and transit routes through redevelopment and retrofitting, such as sidewalks and stormwater treatment.	Moderate	Valid
Program 3	Assure that site, landscaping, building, and design regulations create effective transitions between different land uses and densities.	Early	Valid
Policy D	Promote sense of place in neighborhoods.	Moderate	Valid
Program 1	Promote high quality design that is compatible with the overall style and character of established neighborhoods.	Moderate	Valid
Program 2	Support the preservation of Ellensburg's historically-significant housing through the City's historic preservation program, which maintains a list of historic properties and districts, and provides education and incentives.	Moderate	Amend/Review

Program 3	Encourage the use of long-lived, low-maintenance building materials; high-efficiency energy systems; and low impact development techniques that reduce housing life-cycle costs and provide better environmental performance.	Moderate	Challenge
Program 4	Foster innovative housing and mixtures of housing types that preserve natural resources and consolidate open space.	Early	Amend/Review

Evaluation Discussion

Ellensburg's Land Development was comprehensively updated in 2013 and includes cottage housing standards, maximum block lengths, policies that promote connections between residential neighborhoods, landscaping standards, and open space requirements. In addition, the city adopts state building code standards that provide for high-energy efficiency standards.

The Ellensburg Comprehensive Plan was updated in 2018 to include goals and future land use designations that provide for increasing mixed commercial and residential use areas. The city is currently pursuing amendments to its Land Development Code and zoning maps that will implement comprehensive plan goals to increase allowed uses in certain zoning designations – including a wider variety of housing types, and zoning designation changes that will allow for more mixed-use development outside of the downtown core which will increase the available opportunities for more diverse housing types throughout Ellensburg.

Ellensburg passed a complete streets ordinance in 2016 to ensure that construction of city transportation improvement projects accounts for all users. Under this ordinance, the City is able to apply for grants that help to plan, operate, and maintain appropriate facilities for the safe accommodation of pedestrians, bicyclists, transit users, motorists, emergency responders, freight, and users of all ages and abilities in new construction, retrofit, or reconstruction projects.

Comprehensive Plan policies and programs for review and possible amendment to better align with this Housing Action Plan include: Policy A, Policy C, and Policy D – Programs 2 and 4.

Comprehensive Plan policies and programs that are aligned with this Housing Action Plan but have not begun implementation include: Policy A – Program 2. Other areas of focus for implementation of the City's comprehensive plan are policies and programs in early stages of implementation and evaluated as valid for alignment with this Housing Action Plan.

Under Comprehensive Plan Goal H-1, Policy D – Program 3 was the only policy or program considered to be a challenge in terms of alignment with this Housing Action Plan. At this time, implementation of this program is limited to adoption of state building code standards.

TABLE 2. Goal H-2 – Allow and encourage a variety of housing types and densities to meet housing needs for all economic segments of the community.

Comprehensive Plan Policies, and Programs		Progress of implementation	Alignment with findings from Housing Needs Assessment
Policy A	Review the Land Development Code to allow for a wider variety of housing types.	Moderate	Amend/Review
Program 1	Review barriers to the development of denser housing types such as duplexes, townhomes, and accessory dwelling units.	Moderate	Valid
Policy B	Encourage residential development in commercial and mixed-use zones, especially those within proximity to transit.	Early	Valid
Program 1	Expand the Multifamily Tax Exemption program beyond the downtown area to encourage multifamily housing in other areas where it is needed.	Early	Valid
Program 2	Evaluate, review, revise, and publicize the density bonus incentive program.	Not started	Amend/Review
Program 3	Work with Central Washington University and private developers to support on-campus housing for students and in transit-served residential/commercial settings throughout the city.	Not started	Amend/Review
Policy C	Consider housing cost and supply implications of proposed regulations and procedures.	Not started	Valid
Program 1	Consider reducing parking requirements for mixed-use housing developments and affordable housing developments in closer proximity to jobs and transit.	Early	Amend/Review
Policy D	Create and preserve ADA accessible and affordable housing opportunities locally and with a regional perspective.	Early	Valid
Program 1	Promote working partnerships with public, private, non-profit groups, and developers to plan and develop a range of housing choices.	Moderate	Amend/Review
Program 2	Evaluate other housing affordability programs utilized in other communities that could be incorporated into the Land Development Code.	Early	Amend/Review
Program 3	Support the preservation, maintenance, and improvements of older/historic housing and	Not started	Valid

	assistance to low-income households who want to stay in their homes.		
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Evaluation Discussion

The City is currently pursuing amendments to the Land Development Code and zoning maps that will allow duplexes and townhomes in zoning districts that previously have primarily only allowed for single family homes. The amendments will also create two new mixed-use zoning districts that will increase the available opportunities for more diverse housing types throughout Ellensburg.

Staff have compiled case studies of parking standards and City Council has had initial discussions related to initiating a citywide parking study to inform right-sized parking requirements. No additional implementation steps have been taken.

Voters passed a sales tax increase in 2018 for affordable housing and related services which has enabled the City to startup a housing fund. Using these funds and City surplus properties, the City has initiated partnerships with local housing organizations to provide affordable homeownership and rental housing for income qualified households.

City staff have taken initial steps to research steps needed to expand the Multifamily Tax Exemption program but have not begun the state process required for expansion.

Comprehensive Plan policies and programs for review and possible amendment to better align with this Housing Action Plan include: Policy A, Policy B – Programs 2 and 3, Policy C – Programs 1, and Policy D – Programs 1 and 2.

Comprehensive Plan policies and programs that are aligned with this Housing Action Plan but have not begun implementation include: Policy B – Program 2 and 3, and Policy D – Program 3. Other areas of focus for implementation of the City's comprehensive plan are policies and programs in early stages of implementation and evaluated as valid for alignment with this Housing Action Plan.

TABLE 3. Comprehensive Plan Goal H-3 – Encourage and support a variety of housing opportunities for older adults and people with disabilities.

Comprehensive Plan Policies, and Programs		Progress of implementation	Alignment with findings from Housing Needs Assessment
Policy A	Collaborate with other jurisdictions, organizations, and private developers to meet special housing needs that address a broad spectrum of solutions.	Early	Valid
Program 1	Promote accessible and affordable housing in areas that are close to services and the rest of the community.	Early	Valid

Program 2	Coordinate with local organizations and agencies to provide sufficient and affordable home maintenance and support services.	Moderate	Valid
Program 3	Promote the use of universal design principles for new development or redevelopment housing projects.	Not started	Valid

Evaluation Discussion

Voters passed a sales tax increase in 2018 for affordable housing and related services which has enabled the City to start up a housing fund. Using these funds and City surplus properties, the City has initiated partnerships with local housing organizations to provide affordable homeownership and rental housing for income qualified households.

The City provides a discounted utility rate for older adults, and also partners with the local Community Action Agency to provide utility assistance to income qualified households.

The City also partners with the local Community Action Agency to qualify community members for the City's utility assistance program, which is made available to low-income seniors and disabled at the 125% poverty level.

Comprehensive Plan policies and programs that are aligned with this Housing Action Plan but have not begun implementation include: Policy A – Program 3. Other areas of focus for implementation of the City's comprehensive plan are policies and programs in early stages of implementation and evaluated as valid for alignment with this Housing Action Plan.

Appendix C: Community Engagement Summary

Public Engagement Summary

City of Ellensburg Housing Action Plan | **DRAFT September 2021**

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Introduction

WHAT IS THE HOUSING ACTION PLAN (HAP)?

The City of Ellensburg is creating a Housing Action Plan (HAP) to support and encourage new housing production to make sure a variety of housing is available and affordable for people of all incomes in Ellensburg. When it's adopted in October, it will be a comprehensive tool that helps the City implement housing policies, programs, and strategies.

WHAT IS THIS ENGAGEMENT SUMMARY?

In addition to data analysis and prior planning efforts, the HAP will be shaped by input from community members. This summary outlines the City's engagement and

communication efforts conducted during the development of the HAP as well as a summary of the community's input.

What have we done to date?

ENGAGEMENT OPPORTUNITIES

Visual Preference Survey

The City's visual preference survey gauges community response to various forms of missing middle housing and allows respondents to select preferences for where these types fit within existing neighborhoods. The survey includes images of 70+ different types of housing grouped by potential areas for application in Ellensburg, including single family areas, transitional areas, multifamily areas, downtown area, freeway interchange area, and commercial areas. For each area, respondents are asked to evaluate different housing types, including single-family, manufactured, townhomes, duplexes, triplexes, accessory dwelling units, apartments, condominiums, and university dormitories and family/adult housing.

Starting June 28, 2021, the survey was made available on the City's website, via the City's community engagement platform [Housing Action Plan | City of Ellensburg \(beheardeburg.com\)](https://beheardeburg.com). Advertisement began the same day with posts on the city's social media platforms (Twitter and Facebook). Additional weekly posts to social media ran through the month of July. On June 29, a Newsflash was posted on the City's homepage, and a press release was sent to the *Daily Record*. In addition, the survey was promoted via a flyer in the monthly utility bills during the month of July, and flyers were posted in each of the City's public buildings and on public billboards on the CWU campus. The survey was also promoted through partner networks via stakeholder advisory group members. A banner advertising the website BeHeardEburg.com hung above University Way for four weeks in August. The survey was open through August 8.

Stakeholder Advisory Group

A fourteen-member Stakeholder Advisory Group (SAG) will meet four times during the development of the HAP:

Meeting 1: May 27, 2021

Kick-off and Discussion of housing needs

Meeting 2: June 17, 2021

Review and refinement of housing strategies

Meeting 3: August 5, 2021

Review of community engagement strategies

Meeting 4: September, 2021

Review of Final Draft Housing Action Plan

Stakeholder Advisory Group Members

Sarah Bedsaul serves on the Affordable Housing Commission and previously directed a local community land trust.

Hongtao Dong is an Assistant Professor in Construction Management at Central Washington University (CWU) and serves on the Affordable Housing Commission.

Steve Dupont is a professor of Government Affairs at CWU and represents CWU's President's Office.

Jennifer Ellis is the Executive Director for the Kittitas County Housing Authority.

Tyler Glahn, of Glahn Enterprises, is a local builder and developer.

Landis Hanson is a student at CWU and member of Ellensburg's Diversity, Equity, and Inclusion Committee.

Jenna Hyatt is CWU's Associate Dean of Student Living.

Craig Kelly is the Director of Assets for HopeSource.

John Littel is a board member of the Kittitas County Housing Authority.

Amy McGuffin is the CEO of the Kittitas Chamber of Commerce.

Fred Padjen is a long-time Ellensburg resident and custom home builder and designer who serves on Ellensburg's Planning Commission.

Kelle Dvorak Vandenberg is the Area Director for Kittitas Habitat for Humanity

Rex Wirth works with Oddfellows & APOYO and is a retired CWU professor.

Toby Williams is a local real estate agent with Remax Realty.

Board and Commission Meetings

At key milestones in the planning process, the Planning Commission, City Council, and Affordable Housing Commission reviewed materials and provided feedback and guidance. The Planning Commission will hold a public hearing prior to making a recommendation on the Housing Action Plan to the City Council. The City Council will receive the Planning Commission's recommendation and take final action on the Housing Action Plan. The public was invited to attend and speak at all regular Planning Commission and City Council meetings.

During the Planning Commission's regular meeting of April 8, 2021, the Commission discussed the steps for developing the Housing Action Plan, and their role in that process. An update on the HAP was provided at the May 13 meeting, and key findings from the Housing Needs Assessment were shared during the July 15 meeting. Additional meetings to discuss the HAP were held with the Commission on August 5 and August 26. A public hearing will be held before the Commission on September 23, following which they will forward a recommendation to City Council.

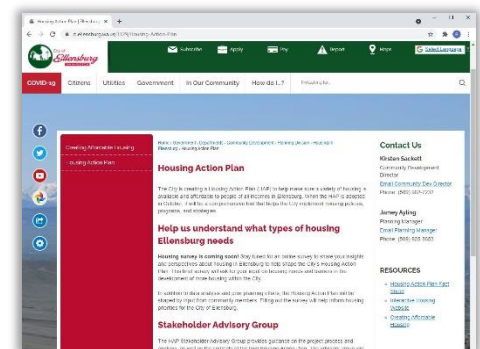
The Affordable Housing Commission (AHC) also reviewed the process for developing a Housing Action Plan during their regular meeting on April 7, at which two members of the AHC were assigned to be part of the HAP Stakeholder Advisory Group,. A status update on the work of the HAP was provided by Staff at the May 5 meeting, with more in-depth commission discussion during the June 2 meeting. At the July 7 meeting, Staff shared key findings from the Housing Needs Assessment, followed by commission discussion about additional strategies for community engagement. The August 4 meeting was dedicated to a discussion on anti-displacement strategies that could be included in the HAP, and the September 1 meeting included a discussion and recommendations on the final 14 strategies recommended for inclusion in the HAP.

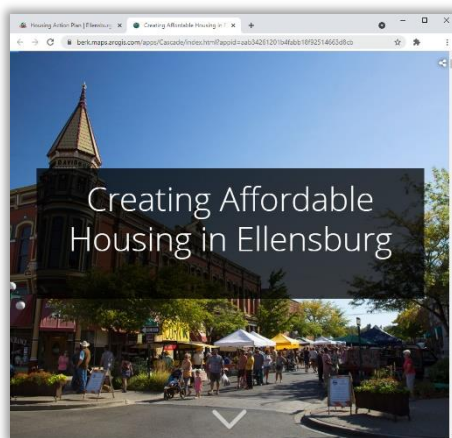
Leading up to adoption, City Council held three study sessions focused on Affordable Housing and the Housing Action Plan. During the June 28 meeting, Staff held a policy discussion about the purpose of the City's affordable housing programs. This included a reviewed of events since 2016 taken by the City to combat the affordable housing issues in the community. During the July 19 study session Staff provided Council with a briefing about the background and purpose of the HAP, shared key findings from the Housing Needs Assessment, and discussed the strategies under consideration for inclusion in the HAP. At the August 16 study session staff provided a briefing on the additional anti-displacement strategies that were under consideration after discussion with the AHC, Planning Commission, and Stakeholder Advisory Group. The City Council public hearing to consider adoption of the HAP is scheduled for October 4, 2021.

COMMUNICATIONS AND NOTIFICATION

City Project Website

The [City's website](#) serves as a repository for project information, including status updates, draft documents, schedules, and opportunities for involvement.





Interactive Housing Dashboard

This [interactive housing dashboard](#) offers detailed information for community members interested in learning more about existing conditions in Ellensburg. Topics covered include population characteristics, the rate of households that are “cost-burdened,” housing supply, housing affordability, and special housing needs populations in Ellensburg.

Fact Sheet

This Fact Sheet provides an overview of the project, key issues, and ways to get involved. The content was developed based on the comments, questions, and issues raised by community members and stakeholders. The Fact Sheet was made available on the Project Website.

Notifications in Utility Bills

A one-page insert advertising the online housing survey was included in every City utility bill that went out in the month of July. The flyer gave a brief description of the purpose of the Housing Action Plan and provides the URL link and QR code for taking the online survey. The flyer was double-sided, with content in English and in Spanish.



What We Heard

Ellensburg's survey was released on June 28 and was made available through the City's online community engagement platform [Housing Action Plan | City of Ellensburg \(BeHeardEburg.com\)](#). Advertisement began the same day with posts on the city's social media platforms (Twitter and Facebook). Additional weekly posts to social media ran through the month of July. On June 29, a Newsflash was posted on the City's homepage, and a press release was sent to the *Daily Record*. In addition, the survey was promoted in the monthly utility bills during the month of July, and flyers were posted in each of the City's public buildings and on public billboards on the CWU campus. The survey was also promoted through partner networks via stakeholder advisory group members. A banner advertising the website BeHeardEburg.com hung above University Way August 2-27.

VISUAL PREFERENCE SURVEY

Visual questions in housing surveys help respondents understand housing terminology and respond accurately to questions about design preferences and existing housing types. Questions asked about these various housing types across six different neighborhood types in the city: single family, transitional, multifamily, downtown, freeway interchange, and commercial areas.

Ellensburg's survey site received 850 visitors with 233 completed responses. Full results for visual preference questions can be found in Exhibit 3 through Exhibit 11. Respondents were given the selection between "Yes- enthusiastically!", "Yes – acceptable", "Neutral/unsure", "Probably not" and "Absolutely not!" when shown an image of a housing type with identified design features in reference to a certain area in the city. Responses are summarized below. Key findings include:

- Ellensburg's community is generally supportive of variety in housing types across its different zones. For most images tested, respondents selected positive or neutral responses at rates over 50%.
- Some building types were consistently favored across multiple zones.
 - Description: Two attached units with modulated roofline/façade, separate covered entries, garages/driveways to the rear off alley.



yes | neutral | no

Single family areas: 72% | 9% | 19%

Transitional areas: 70% | 15% | 15%

Multifamily areas: 83% | 7% | 10%

- Description: Five-story building with commercial on ground floor and apartments above, balconies, façade modulation and mix of materials, widened sidewalk, underground parking.



yes | neutral | no

Downtown areas: 55% | 13% | 32%

Freeway Interchange areas: 56% | 20% | 35%

Commercial areas: 58% | 15% | 27%

- Some building types were tested across multiple areas with different results. For example, the 7-story building, shown below, was rated more acceptable in freeway interchange areas than when polled for downtown or commercial areas.
 - Description: Seven story apartment building(s) with internal courtyard, sky bridge, façade modulation, modern design, underground parking



yes | neutral | no

Downtown areas: 24% | 13% | 63%

Freeway interchange areas: 37% | 16% | 46%

Commercial areas: 32% | 15% | 52%

- **All polled housing types received over 50% positive or neutral responses as being appropriate in single family areas.** Survey images included nine different design varieties of duplexes and triplexes. See Exhibit 3.
 - Currently, only duplexes are allowed in single family zones. These results indicate that triplexes could be acceptable in some of these areas, as long as design guidelines reflect community preferences.
 - The most popular housing types were units with pitched roofs and covered entries, and where garages do not dominate the ground level view. The three images receiving the highest percentage of supportive responses are shown below.



72% yes, 9% neutral



68% yes, 12% neutral



67% yes, 13% neutral

- **All polled housing types received over 50% positive or neutral responses as being appropriate in transitional areas.** Survey images included twelve different design varieties of duplexes, triplexes, townhomes, and 3-4 story apartment buildings. See Exhibit 4.
 - Most popular housing types were duplexes, with the same three images rising to the top as found in the single family selections.
- **All polled housing types received over 60% positive or neutral responses as being appropriate in multifamily areas.** Survey images included twelve different design varieties of duplexes, triplexes, townhomes, and 3-4 story apartment buildings. See Exhibit 6.
 - Most popular styles of apartment buildings were those featuring common courtyards.



54% yes, 15% neutral



52% yes, 13% neutral

- **Most polled housing types received over 50% positive or neutral responses as being appropriate in downtown areas.** Survey images included ten different design varieties of 5-7 story apartment buildings. Two styles polled with negative responses over 50%. See Exhibit 8. Comments emphasized the importance of maintaining the distinctive character and charm of Ellensburg's downtown as a defining feature of the city. Many residents mentioned that they would like to lived in mixed-use communities near downtown.

- Most popular styles of apartment buildings were 5-6 stories with underground parking, ground floor commercial and/or live-work units, and various forms of balconies. Currently, the maximum building height downtown is 45' – too low to accommodate any of these styles.



55% yes, 13% neutral



49% yes, 15% neutral



47% yes, 11% neutral

- The three styles with over 50% negative responses are shown below. The building to the left is the only 7-story building featured. The six-story building in the center lacks some of the design variety described for other building types. The five-story building to the right is the only building described with structured parking.



63% no



62% no



55% no

- **All polled housing types received over 50% positive or neutral responses as being appropriate in freeway interchange areas.** Survey images included ten different design varieties of 5-7 story apartment buildings. See Exhibit 10.
 - Most popular styles featured 5- and 6-story buildings with underground parking, ground floor commercial, modulated exterior designs, and a mix of façade materials. These results mirror those found in the downtown areas.
- **Most polled housing types received over 50% positive or neutral responses as being appropriate in commercial areas.** Survey images included ten different design varieties of 5-7 story apartment buildings. One style polled with negative responses over 50%. See Exhibit 11.

- Most popular styles 5-story buildings with ground floor commercial and underground parking. Again, these styles resemble those favored for downtown areas.
- The one style with over 50% negative responses was the 5-story building, which was also disliked in downtown areas.

Exhibit 1: Where do you live?

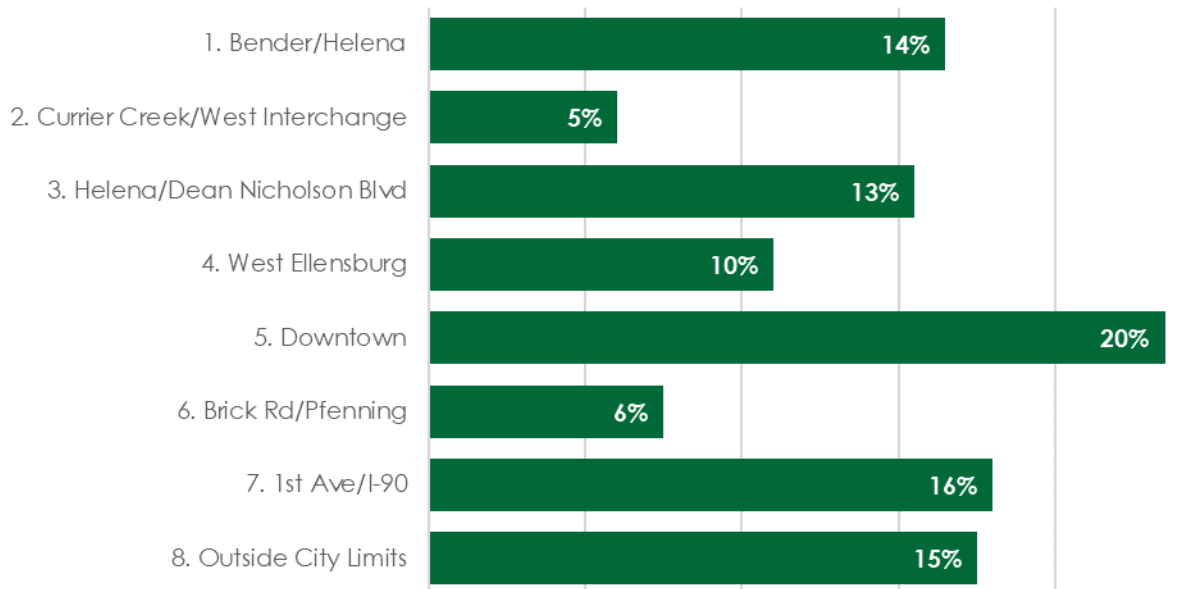


Exhibit 2: What type of housing do you currently live in?

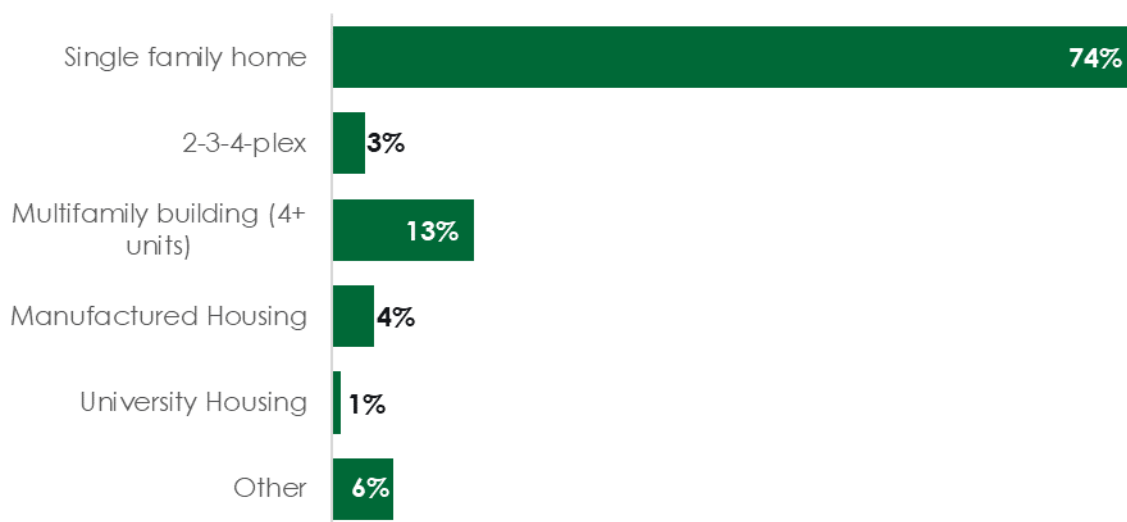


Exhibit 3: Community survey results, housing types appropriate for single family areas.

		YES	NEUTRAL	NOT
Would this be appropriate in single family areas?				
	Features: Corner duplex with garages/driveways and covered front entries on opposite streets, modulated façade and roofline	68%	12%	20%
	Features: Duplex with front driveways/garages and covered front entries (separated), modulated façade/roofline	61%	10%	29%
	Features: Duplex with separated garages/driveways and covered front entries, modulated façade and roofline	67%	13%	20%
	Features: Duplex with front driveway/garage and covered entries (separated)	50%	16%	34%
	Features: Duplex with modulated roofline/façade, separate covered entries, garages/driveways to the rear off alley	72%	9%	19%
	Features: Two stacked units (one unit over the other) with porches on first and second floors, driveway to side and garages in rear	52%	14%	34%
	Features: Triplex with modulated roofline/façade, separate covered entries, garages/driveways to the rear off alley	48%	17%	35%
	Features: Triplex with separated garages/driveways, modulated façade/roofline, separate covered entries	48%	16%	36%
	Features: Triplex with separated garages/driveways, modulated façade/roofline, separate covered entries	39%	18%	43%

Exhibit 4: Community survey results, housing types appropriate for transitional areas, 1 of 2.



Exhibit 5: Community survey results, housing types appropriate for transitional areas, 2 of 2.

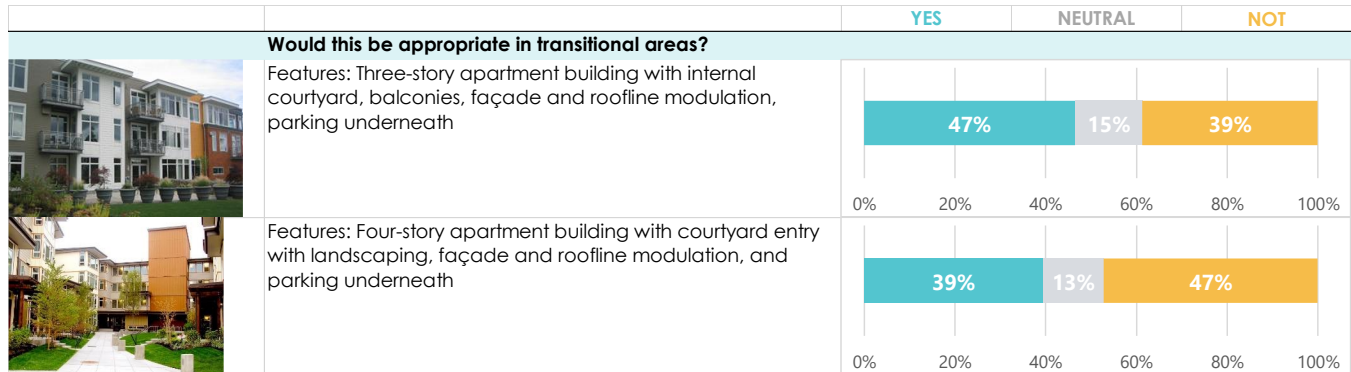


Exhibit 6: Community survey results, housing types appropriate for multifamily areas, 1 of 2.

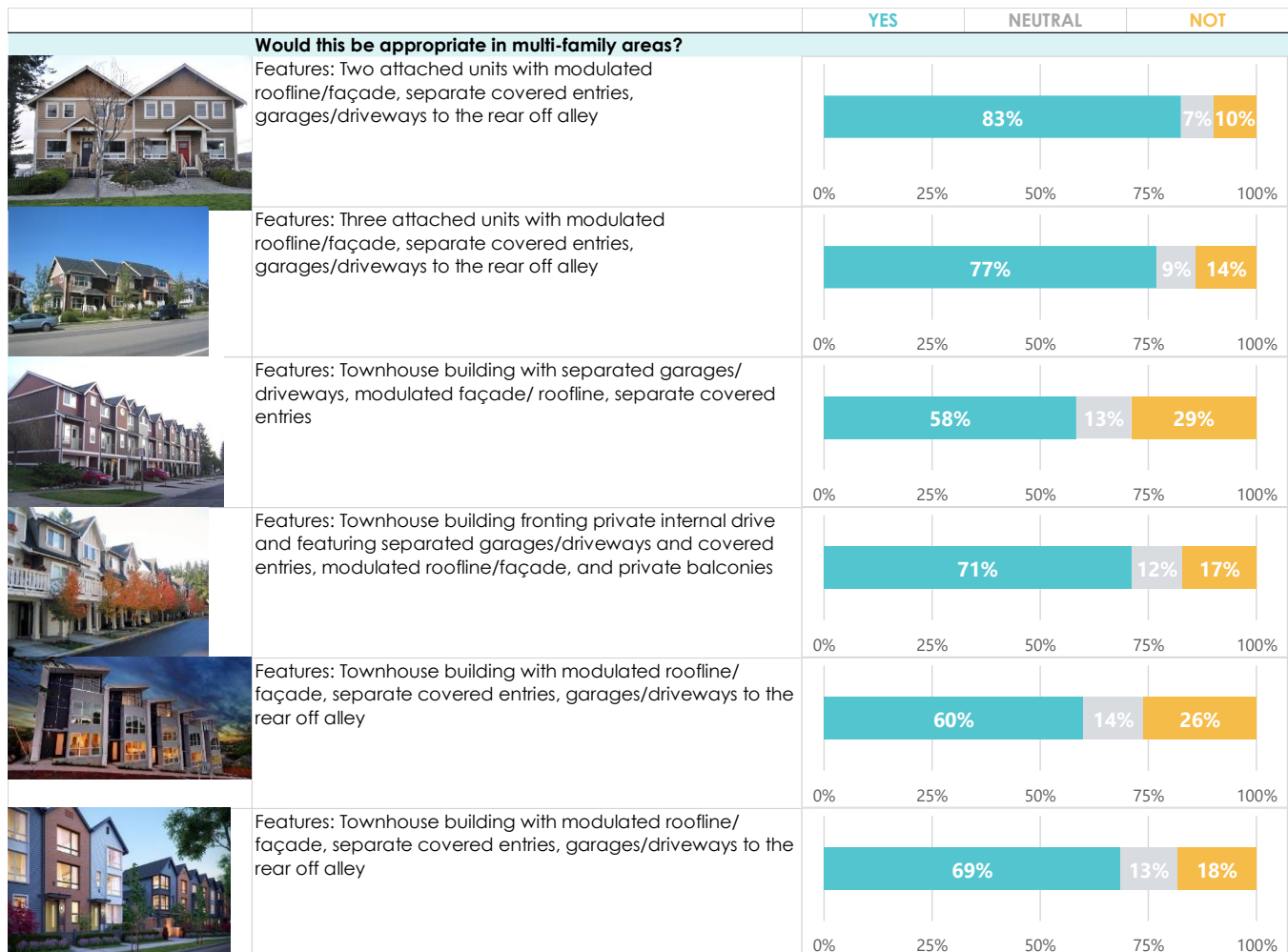


Exhibit 7: Community survey results, housing types appropriate for multifamily areas, 2 of 2.



Exhibit 8: Community survey results, housing types appropriate for downtown areas, 1 of 2.

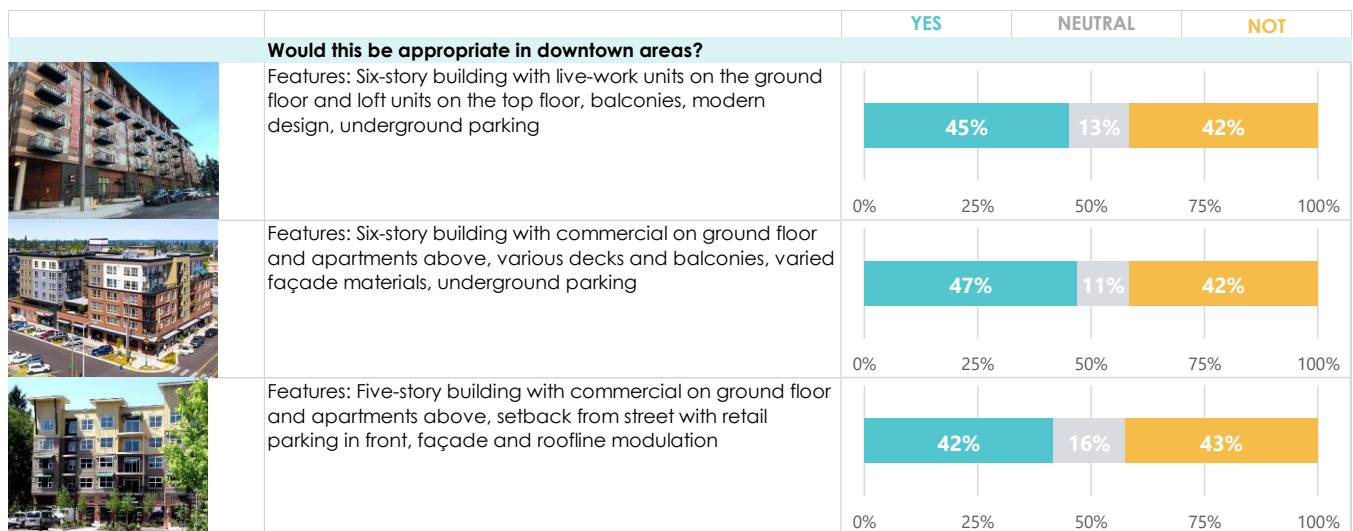


Exhibit 9: Community survey results, housing types appropriate for downtown areas, 2 of 2.



Exhibit 10: Community survey results, housing types appropriate for freeway interchange areas.

		YES	NEUTRAL	NOT
Would this be appropriate in freeway interchange areas?				
	Features: Six-story building with live-work units on the ground floor and loft units on the top floor, balconies, modern design, underground parking	48%	16%	36%
	Features: Six-story building with commercial on ground floor and apartments above, various decks and balconies, varied façade materials, underground parking	52%	17%	31%
	Features: Five-story building with commercial on ground floor and apartments above, setback from street with retail parking in front, façade and roofline modulation	57%	15%	28%
	Features: Five-story building with commercial on ground floor and apartments above, small corner open space, upper level building stepback, underground parking	57%	17%	26%
	Features: Six-story building with commercial on ground floor and apartments above, balconies, modern design, underground parking	37%	16%	48%
	Features: Five-story building with commercial on ground floor and apartments above, balconies, façade modulation and mix of materials, widened sidewalk, underground parking.	56%	20%	25%
	Features: Five-story apartment building with elevated stoops on ground floor, mix of façade materials, underground parking	52%	17%	31%
	Features: Five-story apartment building with elevated stoops on ground floor, façade and roofline modulation, mix of façade materials, structured parking behind.	46%	21%	34%
	Features: Six-story apartment building with upper level deck for residents looking out over city plaza, façade modulation, modern design, underground parking	46%	14%	40%
	Features: Seven story apartment building(s) with internal courtyard, sky bridge, façade modulation, modern design, underground parking	37%	16%	46%

Exhibit 11: Community survey results, housing types appropriate for commercial areas.

		YES	NEUTRAL	NOT
	Would this be appropriate in commercial areas?			
	Features: Six-story building with live-work units on the ground floor and loft units on the top floor, balconies, modern design, underground parking	49%	15%	36%
	Features: Six-story building with commercial on ground floor and apartments above, various decks and balconies, varied façade materials, underground parking	49%	19%	32%
	Features: Five-story building with commercial on ground floor and apartments above, setback from street with retail parking in front, façade and roofline modulation	54%	17%	29%
	Features: Five-story building with commercial on ground floor and apartments above, small corner open space, upper level building stepback, underground parking	57%	17%	26%
	Features: Six-story building with commercial on ground floor and apartments above, balconies, modern design, underground parking	34%	19%	47%
	Features: Five-story building with commercial on ground floor and apartments above, balconies, façade modulation and mix of materials, widened sidewalk, underground parking	58%	15%	27%
	Features: Five-story apartment building with elevated stoops on ground floor, mix of façade materials, underground parking	50%	18%	32%
	Features: Five-story apartment building with elevated stoops on ground floor, façade and roofline modulation, mix of façade materials, structured parking behind	42%	20%	38%
	Features: Six-story apartment building with upper level deck for residents looking out over city plaza, façade modulation, modern design, underground parking	37%	21%	43%
	Features: Seven story apartment building(s) with internal courtyard, sky bridge, façade modulation, modern design, underground parking	32%	15%	52%

STAKEHOLDER ADVISORY GROUP

Meeting 1: May 27, 2021

This meeting introduced the Housing Action Plan project, the role of the Stakeholder Advisory Group (SAG) and allowed members to meet each other. In addition to identifying members' questions, concerns, and beliefs about housing opportunities in Ellensburg, City staff shared findings from the Needs Assessment to "ground truth" the data and identify any gaps in analysis.

Highest Priority Needs Poll

An in-meeting poll asked members to select the three findings that represent the highest priority needs for Ellensburg to address in the Housing Action Plan:

ANSWER CHOICES	▼	RESPONSES ▼
▼ CWU students makes up 55% of the population in Ellensburg		0.00% 0
▼ The majority (68%) of households in Ellensburg are renters		18.18% 2
▼ Ellensburg lacks missing middle housing		63.64% 7
▼ There is a mismatch between the size of housing units and size of households		18.18% 2
▼ Home values in Ellensburg have risen 3 times as fast as regional incomes		18.18% 2
▼ The average apartment rent in Ellensburg increased by 24% since 2012 compared to only a 15% income increase over the same time period		36.36% 4
▼ Almost half of older adults that live alone are cost burdened		45.45% 5
▼ 27% of families are cost burdened		27.27% 3
▼ To meet projected population growth Ellensburg needs to produce 281 housing units per year, current annual production is 107 housing units per year		90.91% 10
Total Respondents: 11		

Key Discussion Takeaways

- **Housing development is not keeping pace with demand.** Consider how the City can reduce barriers or advertise needs to developers, such as changing density limits and parking requirements.
- **Developable land is limited.** Harder-to-develop land is more expensive to develop—consider building denser housing downtown area to meet housing needs.
- **Students at Central Washington University (CWU) are a large factor in understanding and addressing housing needs.**
 - Many students are cost-burdened, contributing to the high level of cost-burdened households in Ellensburg.
 - Students are typically renters interested in a wide range of housing types, such as ADUs. Consider separating students out in data analysis to get a better sense of student behavior and housing needs and help determine what types of housing CWU should to build.
 - Consider looking at comparable cities with large universities to better understand the relationship between student data and population numbers.

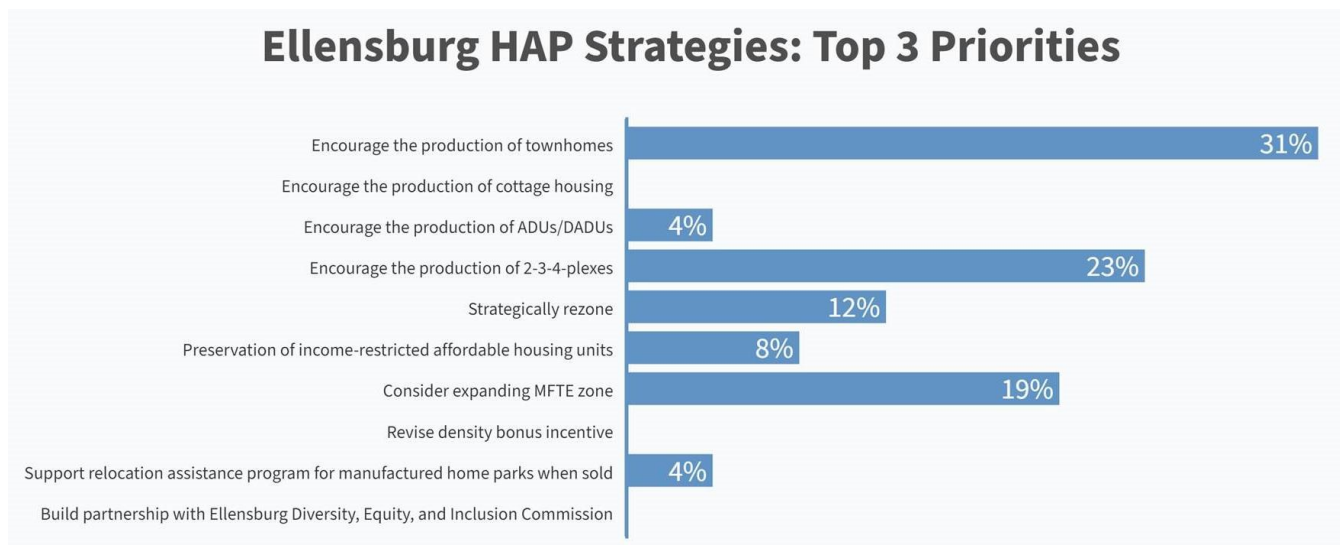
- Although access to a vehicle will affect housing choices, CWU does not have this data.
- CWU has limited faculty and staff housing—to make more housing available, it would be taken from student housing, pushing students into the private market.
- **Should the City leverage its own resources or aim to attract outside resources?**
Ellensburg has historically been insular. Income data suggests that there are not a lot of wealthy investors, and this has somewhat restricted the development of multifamily and rental housing.

Meeting 2: June 17, 2021

This workshopping session informed the strategy selection process for the HAP. The consultant presented potential housing strategies to the group before members identified and discussed preferences, priorities, and concerns for HAP strategies.

HAP Strategies Poll

An in-meeting poll asked members to select the three strategies for inclusion in the Housing Action Plan:



Key Discussion Takeaways

- **Affordable home ownership is a priority.** Home types such as townhomes and duplexes were highlighted as good fits. In addition, condominiums would be a good fit in Ellensburg and should be included for consideration. Barriers to affordability identified include state energy codes, condo liability laws, and firewalls at lot lines.
- **Added density in residential zones is important.** The City has existing plans to update zoning in certain areas, but more could be done to expand opportunities for denser housing types.

- **There is demand for intergenerational living.** Accommodating DADUs in addition to ADUs would help facilitate this arrangement for families. This may need to start with legislative change at the county, and the city could explore reductions for utility extension costs.
- **Community education is an important component to success with these strategies.** There is a lack in understanding about who is served by income-restricted affordable housing and why changes to the housing code and zoning districts are so important.
- Additional ideas and strategies discussed include: incorporating zero lot-line allowances, expanding relocation assistance to renters as well as manufactured home residents, and making sure that materials and services are offered in languages other than English. Spanish, Chinese, and Vietnamese were the top languages identified.

Meeting 3: August 5, 2021

This meeting was an opportunity for SAG members to discuss opportunities to participate in the broader community engagement process, such as survey promotion. They also reviewed HAP strategies, as another opportunity to provide input prior to the release of the public draft HAP.

Review of Survey Responses and Next Steps

City staff provided a review of data collected to date from the visual preference survey, including an overview of responses, total number of people informed and engaged, and number of surveys completed. Current response count totals 160 completed surveys. Discussion points included respondent perception of survey questions, cost of elevators for buildings above certain heights, the parking implications of high rise buildings, and potential response bias in survey results.

The 'next steps' discussion discussed that implementation phases of the project will dive deeper into the details of some of the issues discussed, as well as continued community engagement. Interest was expressed in a continuation of the Stakeholder Advisory Group throughout implementation phases of the HAP.

Review of Proposed Strategies

City staff provided a review of currently selected HAP strategies, as well as potential considerations for additional strategies focused on anti-displacement. Discussion focused on opportunities to increase housing density, support tenants' rights, and facilitate smooth and efficient permitting.



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: October 4, 2021

Item Title/Agenda Subject: Rezone Application Z13-02, submitted by Stephen Hayden for Friends of the Northern Pacific Depot.

Submitted by: Jamey Ayling Community Development

Recommended Action or Motion:

1. Conduct first reading of the proposed ordinance approving the rezone of a portion of Parcel 216833 from I-L (Industrial Light) to CC-II (Central Commercial).
2. Per Council Rule 9.7, waive Council Rule 9.3(b) prohibiting final passage of an ordinance on the same day on which it was introduced (requires five affirmative votes).
3. Conduct second reading and adoption of Ordinance 4879 approving the rezone of a portion of Parcel 216833 from I-L (Industrial Light) to CC-II (Central Commercial)

Background/Summary: In 2013 the City received an application from Stephen Hayden on behalf of the Friends of the Northern Pacific Depot for a zone change on .769 acres of land currently zoned I-L (Industrial Light) to CC-II (Central Commercial). The property is located at 606 W 3rd Ave. See Exhibit 1.

The Friends of the Northern Pacific Depot currently lease the property from the Burlington Northern Santa Fe Railroad Company (BNSF). The property is situated west of the intersection of Third Ave and Wenas Street. The leased area of the parcel contains the historic train depot. The applicant had previously requested a zone change to CC-II in order to provide a mix of uses more compatible with the current and projected use of the restored depot building. The applicant submitted a rezone application demonstrating that the rezone criteria had been met. The accompanying SEPA review led to the issuance of a Determination of Non-Significance (DNS) on October 16, 2013.

Previous Council Action: On October 21, 2013 City Council held a public hearing to consider the proposed rezone from I-L to CC-II. At the conclusion of the hearing City Council approved the rezone "subject to the applicant providing a complete survey of the

property.”

Analysis:

The .769 acres of land approved by Council for the rezone is currently leased from BNSF by the Friends of the Northern Pacific Depot. The area surrounding the lease area is zoned I-L. Across the street from the Depot is a parcel zoned Public Reserve that is the location of Kleinberg Park. To the east of Kleinberg Park is property zoned CC-II that extends east along 3rd Avenue.

The Comprehensive Plan Land Use Map designation for the site was changed as part of the 2012 Comprehensive Plan Amendments from Heavy Industrial to Central Commercial. In 2013 the implementing zones for the Central Commercial designation were CC and CC-II. The Planning Commission held a public meeting on September 19, 2013 to consider the rezone request, at the conclusion of which they recommended that City Council approve the rezone. The zoning change is shown on the City's zoning map, but due to an oversight, it was not documented in an ordinance, as required by both City code and state law.

As noted previously, City Council determined in 2013 that the rezone criteria had been satisfied and granted approval of the rezone request. The condition of the approval has since been met, and the purpose of this meeting is to take the final step of approving the rezone through adoption of an ordinance as required by the RCW.

Financial Impact:

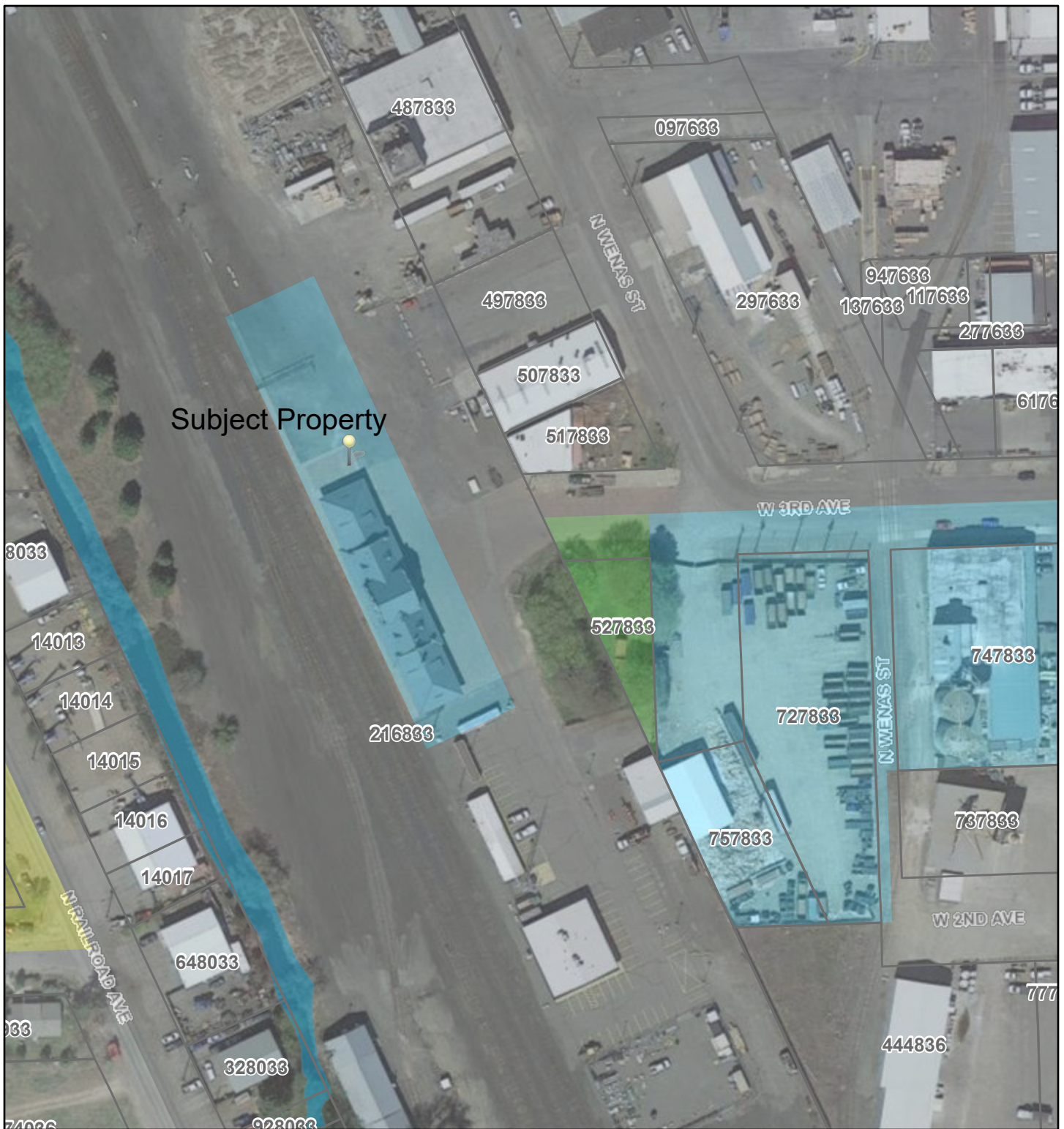
N/A

Attachments:

[Exhibit 1 Vicinity Map](#)

[Ord 4879 - Railroad Depot Rezone](#)

Exhibit "1"



9/28/2021, 11:09:01 AM

FIRM 100 yr Floodplain

AE



Override 1



Urban Growth Area



City Limits

Zoning

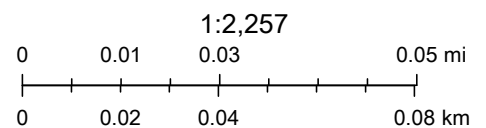
RL

CC II

IL

IH

PR



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ORDINANCE NO. 4879

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ELLENSBURG, WASHINGTON, RELATING TO ZONING AND AMENDING TITLE 15 OF THE ELLENSBURG CITY CODE BY CHANGING THE ZONING CLASSIFICATION OF CERTAIN PROPERTY WITHIN THE CITY OF ELLENSBURG FROM LIGHT INDUSTRIAL (I-L) TO CENTRAL COMMERCIAL II (CC-II).

WHEREAS, on September 5, 2013 the City received an application Z13-02 from Stephen Hayden on behalf of the Friends of the Northern Pacific Depot, the lessee of property on .769 acres of land currently located at 606 W. 3rd Avenue for a zone change (“application”); and

WHEREAS, the application proposed to rezone the property from I-L (Industrial Low) to C-C II (Central Commercial II); and

WHEREAS, the City’s Planning Commission held a duly notice public meeting on the proposed rezone on September 19, 2013, following which it recommended to City Council that the rezone application be approved; and

WHEREAS, pursuant to former ECC 13.62.060, a Site-Specific Rezone Application was processed as a final decision to be made by City Council after a Quasi-Judicial Open Record Hearing; and

WHEREAS, the SEPA official for the City issued a Determination of Non-Significance (DNS), on October 16, 2013; and

WHEREAS, the City Council held a duly noticed open record hearing on October 21, 2013, received evidence and heard testimony regarding the proposed rezone and at the conclusion of the hearing approved a motion to approve the applicant’s request to rezone the subject property from I-L to CC-II;

NOW, THEREFORE, the City Council of the city of Ellensburg, Washington, do hereby ordain as follows:

Section 1. Title 15 of the Ellensburg City Code is hereby amended by changing the city’s zoning map as adopted in ECC 15.300.020 for the following described area from Light Industrial (I-L) to Central Commercial II (CC-II):

606 W. 3rd Avenue, Ellensburg, Washington

Section 3. That the official zoning map of the City of Ellensburg, as well as the Geographic Information System (GIS) data shall be amended to incorporate the land use classifications herein provided.

Section 4. Except as modified herein, each and every provision of the City Land Development Code, Title 15, as amended, shall remain in full force and effect.

Section 5. Severability. If any portion of this ordinance is declared invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this ordinance.

Section 6. Corrections. Upon the approval of the City Attorney, the City Clerk and the codifiers of this ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 7. Effective Date. This ordinance shall take effect and be in full force five (5) days after passage, approval and publication as required by law.

The foregoing ordinance was passed and adopted at a regular meeting of the City Council on the 4th day of October, 2021.

Mayor

Attest:

City Clerk

Approved as to form:

City Attorney

Publish:

I, Beth Leader, City Clerk of said City, do hereby certify that Ordinance No. 4879 is a true and correct copy of said Ordinance of like number as the same was passed by said Council, that Ordinance No. 4879 was published as required by law.

Beth Leader



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: October 4, 2021

Item Title/Agenda Subject: Council Funded Grant Program - 2022 Park Partnership Awards

Submitted by: Brad Case Parks and Recreation

Recommended Action or Motion: Approve the recommendation from the Parks & Recreation Commission to authorize grant funding distributions in the amount of \$15,617.39 to recipients and approve the necessary budget adjustments, as set forth in the report.

Background/Summary: The City received three project proposals for the "2022 Park Partnership Program." A total of \$15,617.39 is available in this year's program and a total of \$27,250.00 was requested.

The following projects were submitted:

- West Ellensburg Park Fairpoint Field Development and Restoration – Submitted by Ellensburg Youth Rugby. The project calls for the development of a multiuse field at West Ellensburg Park that could accommodate rugby, soccer, flag football, and other activities. The funding request was for \$15,000.00; project scope calls for leveling the field, installation of a new irrigation system, and hydroseeding.
- Ellensburg Explorers/Exploradores de Ellensburg – Submitted by the Kittitas Environmental Education Network (KEEN). The proposal calls for the continuation of funding to provide tuition-free nature day camps in Ellensburg city parks in the summer of 2022. The funding request was for \$10,000.00.
- Reecer Creek Floodplain Interpretive Signs - a funding request in the amount of \$2,250.00 was submitted by the Ellensburg High School Environmental Club for the installation of six(6) interpretive signs along trails connecting to Reecer Creek that the club constructed in Spring 2021.

The evaluation process calls for each project applicant to

present their project to the Parks & Recreation Commission, and the Commission then makes a funding recommendation to the City Council. Final funding levels are decided by City Council. The Commission listened to presentations from each of the applicants at their September 15, 2021 meeting and based on those presentations the Commission recommends the following:

Project Name	Amount Requested	Recommended Funding
Reecer Creek Floodplain Interpretive Signs	\$2,250	\$2,250
West Ellensburg Park Fairpoint Field	\$15,000	\$10,000
Ellensburg Explorers - KEEN	\$10,000	\$3,367.39

Previous Council Action:

The Park Partnership Program was established in 2015 and the Council has approved annual awards each year. Through the budgetary process, Council designates .3% of the previous year's general sales tax revenue to provide matching funds to community groups wishing to make improvements at parks, trails, open space, recreation facilities, and recreational programs.

Analysis:

The following is a brief explanation for funding decisions:

Reecer Creek Floodplain Interpretive Signage – Low funding request with high community benefit, student driven, improves the trail, and educational opportunities.

West Ellensburg Park Fairpoint Field - high level of program support, continuation on work that has already been done, taking an existing space and improving it.

Ellensburg Explorers/Exploradores de Ellensburg - support the program but concerns with the ability to deliver the program if we are still dealing with COVID 19, and the city has funded this program for three years and would like to see the program venture out and secure new funding sources.

Staff recommends that Council allocate program funding consistent with the Parks & Recreation Commission's recommendation.

Financial Impact:

The Ellensburg Rugby Club has requested permission to expend their funds in Fall 2021 so they can begin

improvements with the hopes of using the new field in 2022. Staff would request that Council authorize the appropriate budget adjustments to the 2021 budget, consistent with this request. The remaining funds will be spent in 2022.

Attachments:

[Final 2022 Rugby Park Partnership](#)

[2022 EHS Park Partnership Program Grant Application](#)

[KEEN 2022 Park Partnership Program Grant Application](#)

City of Ellensburg Parks & Recreation Department

‘Park Partnership Program’

Project Description

Project Information

Project Name: West Ellensburg, FairPoint Field Development and Restoration

Description of the project:

The Ellensburg Youth Rugby program is excited to partner with the City of Ellensburg, the City of Ellensburg Parks and Recreation Commission, and the City of Ellensburg Parks and Recreation Department to revitalize the City of Ellensburg’s, FairPoint Field which is an existing and underutilized field space.

This project aligns not only with the short term but also long-term City of Ellensburg Parks and Recreation Master plan by improving existing facilities and creating a space that can be used by multiple user groups. The enhancement of this field space will also help address long-term maintenance issues including an ongoing weed issue created by the existing dirt infield and the removal of two dugout structures which are dilapidated and unsafe. It will create a welcoming and inviting field space that will be easy to maintain with regular mowing and watering.

Revitalizing the FairPoint ball field will help to contribute to the overall aesthetics of the West Ellensburg Park which has seen an increase in park use with the renovation and completion of new pickle ball courts. It will create a more finished edge to the Southeast corner of the park and will create a programable activity space as well as an open field that community members will be able to use for drop-in play and recreational activities.

This project is currently underway having received support from both the Ellensburg City Council and the Parks and Recreation Commission. Ellensburg Youth Rugby has been successful in partnering with local business as well a couple of anonymous donors to finalize the first phase of the project that included the removal of backstop fencing and dugouts in early August. On August 31st the field will be professional surveyed and marked. At this time the Rugby Goal posts will also be located. Once the field is marked, Ellensburg Youth Rugby will be coordinating with a local contractor to have New Goal Posts installed.

The next phase of the project will involve leveling and top dressing the field. This phase will also prepare the existing ground for the installation of a new Sprinkler System. Ellensburg Youth Rugby is seeking support for the purchase of the pipe and sprinklers required to install this new system. Our preferred timeline would be to complete the work this fall so the field could be available for use in Spring of 2022. If funding is not available until after January 1st then we would look to complete this phase of the project either in Early spring or Late Summer of 2022. Ellensburg Youth Rugby will work collaboratively with the City to source and complete the trenching and back fill required to install the new system once a firm timeline can be established.

Project Location (if located within a park facility please be specific): West Ellensburg, FairPoint Ball Field







Field Development

West Ellensburg - Fair Point Field

900 W. 3rd



Goal:

- Create a home field capable of hosting home matches and weekly training.

Community 1st Focus:

- Utilize field space that is not in conflict with existing sports in the community.
- Revitalize existing under-utilized space.
- Develop field space that can be used by other sports (I.e.. Ultimate frisbee, Soccer, Lacrosse).

Develop Character:

- Involve student athletes in maintaining and caring for the facilities they have the privilege to use.

Why West Ellensburg:

- 6.0 Acres (Baseball field is in disrepair and we would like an opportunity to improve the space for priority use).
- Leverage Existing Amenities: Barbeque, Snack Bar, Bathrooms (Seasonal), Electricity, Score Board, Existing Sprinklers & Irrigation, Picnic Shelter, Play Structure and Parking.

Field Improvements:

- Remove field hazards: bases, existing mound, fix or replace sprinkler box covers (add padding / artificial turf or sod to top of covers).
- Top dress, re-seed or sod dirt infield and base paths.
- Remove infield/outfield berm (edge).
- Install removeable goal posts.
- Clean and make useable existing snack bar.
- Install removeable shelving in existing storage area.

Structural Improvements:

- Remove Baseball Backstops and Dugouts
- Update Score Board to a multi-sport display
- Install 10 Row bleachers with roof and back wall for wind break

Contact Person

Name: Robert Ford

Organization Representing: Ellensburg Youth Rugby

Contact Address: 1507 E Sanders Rd.

City/State/Zip: Ellensburg, WA 98926

Phone: 360.303.5899

E-mail: Ellensburgrugby@gmail.com

Project Cost:

Amount Requested from the City: **\$15,000.00**

Cash Amount from Applicant: **\$17,914.00**

“In-Kind” Amount from Applicant: **\$17,086.00**

Cash from other Sources: NA

Please list other sources: NA

Total Project Cost: **\$50,000.00**

Return completed Application or email to caseb@cityofellensburg.org:

City of Ellensburg Parks & Recreation Administrative Office

501 N Anderson

Ellensburg, WA 98926

Due Date: August 31, 2021

City of Ellensburg Parks & Recreation Department

‘Parks Partnership Program’

Work Plan

Action Item:	Responsible Party:	Start Date:	Completion Date:
Work with City Parks and Recreation Director to identify field space for Ellensburg Youth Rugby	Ellensburg Youth Rugby	2/2021	2/2021
Brief and Receive approval from Parks Commission	Ellensburg Youth Rugby	5/2021	5/2021
Remove field hazards: bases, existing mound.	City of Ellensburg Parks Dept.	4/2021	4/2021
Order and Receive New Rugby Goal Posts	Ellensburg Youth Rugby	4/2021	4/2021
Receive Approval from City Counsel to initiate field project and enhance West Ellensburg’s FairPoint Park	Ellensburg Youth Rugby with the support of the City of Ellensburg Parks Dept. and the Parks Commission	7/2021	7/2021
Provide Certificate of Commercial Liability Insurance	Ellensburg Youth Rugby	7/2021	7/14/2021

Remove Backstops	Ellensburg Youth Rugby	8/2/2021	8/3/2021
Remove Dugouts	Ellensburg Youth Rugby	8/2/2021	8/3/2021
Remove “Turface” Gravel Material	Ellensburg Youth Rugby	8/2/2021	8/3/2021
Fix existing sprinkle heads	City of Ellensburg Parks Dept.	8/5/2021	8/6/2021
Survey Field	Ellensburg Youth Rugby	8/30/2021	8/30/2021
Locate New Rugby Goal Posts	Ellensburg Youth Rugby	8/30/2021	8/30/2021
Install Rugby Goal Posts	Ellensburg Youth Rugby	9/1/2021	9/10/2021
Remove infield/outfield berm (edge).	City of Ellensburg Parks Dept. & Ellensburg Youth Rugby	9/10/2021	9/20/2021
Level existing playing surface, Top dress, re-seed or sod dirt infield and base paths.	City of Ellensburg Parks Dept. & Ellensburg Youth Rugby	9/10/2021	10/1/2021
Trench and Install New In-ground Irrigation System.	City of Ellensburg Parks Dept. & Ellensburg Youth Rugby	Preferred 9/10/2021 Alternate 3/2022 or 8/2022	Preferred 10/15/2021 Alternate 4/2022 or 9/2022

City of Ellensburg Parks & Recreation Department 'Parks Partnership Program'

Budget Plan

1) Personnel				
	Total Cost	Applicant In Kind	Applicant Cash	City's Cash Match
Volunteer Labor Hrs.	\$2,336.00	\$2,336.00		
Sub Total	\$2,336.00	\$2,336.00	\$	\$

2) Supplies/Equipment Materials				
	Total Cost	Applicant In Kind	Applicant Cash	City's Cash Match
International Rugby Goal Posts	\$4,144.00		\$4,144.00	
Goal Post Pads & Field Flags	\$2,670.00		\$2,670.00	
Outfield Fence Padding	\$1,100.00		\$1,100.00	
Sub Total	\$7,914.00	\$	\$7,914.00	\$

3) Professional Services				
	Total Cost	Applicant In Kind	Applicant Cash	City's Cash Match
Survey Field	\$750.00	\$750.00		
Sub Total	\$750.00	\$750.00	\$	\$

4) Construction Capital				
	Total Cost	Applicant In Kind	Applicant Cash	City's Cash Match
Deconstruction and Removal of Backstops	\$10,000.00		\$10,000.00	
Dig and Install Rugby Posts	\$5,000.00	\$5,000.00		
Topsoil & Hydra Seed	\$4,000.00	\$1,000.00		\$2,000.00
Irrigation Pipe and Sprinklers	\$12,000.00			\$13,000.00
Irrigation Trench and Back Fill	\$8,000.00	\$8,000.00		
Sub Total	\$39,000.00	\$14,000.00	\$	\$15,000.00

Project Total	Total Cost	Applicant In Kind	Applicant Cash	City's Cash Match
\$50,000.00	\$50,000.00	\$17,086.00	\$17,914.00	\$15,000.00



City of Ellensburg Parks & Recreation Department 'Park Partnership Program'

Introduction

Each year the Ellensburg City Council designates .3% of the previous year's (April 1 – March 31) general sales tax revenue to provide matching funds to community groups wishing to make capital improvements at City parks, trails, open space and recreational facilities. This year the 'Park Partnership Program' will have a total of \$15,617.39 (fifteen thousand six hundred and seventeen dollars & thirty-nine cents) available for projects.

Goals

- To improve or increase park, open space, wildlife habitat, and recreational opportunities for the general public.
- Foster public initiative and participation in developing City parks and recreational facilities.
- Enhance the quality of life in Ellensburg.

Program Guidelines

Eligible Applicants: Service and civic groups, athletic/sports organizations, neighborhood park user groups and non-profit organizations. Partnerships among individuals and/or groups will also be considered.

Eligible Sites: City owned, leased or controlled parks, trails, open space and recreational facilities used by the general public have first priority. Facilities and amenities may serve passive, active, or special interest recreation activities.

Project Timeline

Application Due Dates: Applications must be submitted by 5:00pm on August 31st. Applications shall be submitted to the Parks & Recreation Department Administrative Office, located on the 2nd floor of City Hall, 501 N Anderson, Ellensburg, WA 98926.

Award Decisions: Award decisions will be made by City Council at a regularly scheduled November Council meeting. A contract will be executed to outline the specific conditions of the project if awarded.

Project Time Limit: All projects must be completed within twelve (12) months of award. Awards will be rescinded for projects not ready for contracting within thirty (30) days of award.

Project Evaluation

Written applications will be reviewed by the Parks & Recreation Director to determine eligibility. All eligible projects will be forwarded to the Parks & Recreation Commission to be scored by a rating system with the highest ranking projects moving onto an oral presentation with the Commission.

Project Eligibility

1. Projects must be located on publicly owned property to be eligible.
2. Projects should be in conformance to any applicable master plan.
3. Public bid laws may be applicable for purchases made by the applicant. Please contact the City Parks & Recreation Director, or his/her designee, to determine if public bid law applies to your project.
4. Indoor and outdoor recreational facilities are eligible for partnership funding.
5. Park Partnership applicants are required to provide match for each dollar requested. Match may consist of cash, donated labor, donated materials, use of construction equipment, or architectural/landscape design services.
 - a. Volunteer labor is valued at the standard IRS rate.
 - b. Equipment donations will be valued at the price the equipment would be rented for per hour.
 - c. Donated professional services will be valued at the “reasonable and customary” rate.
 - d. The applicant may not use City staff time as match. Any anticipated work performed by City employees in the execution of the project must be included in the total amount funding being requested. A standard rate of \$40.00 per hour should be used for City staff time; this rate includes wages and benefits.

Applicant Responsibilities

Applicants are required to present their project to the Parks & Recreation Commission at the Commission’s regularly scheduled September, and if necessary, October, meeting. Commission meetings take place the second Wednesday of month at 5:30 pm in the Council Conference Room, located on the first floor of Ellensburg City Hall. Presentations are limited to 10 (ten) minutes and must address the following subject matter:

1. Please explain the public benefits of the project.
2. Give an overview of the project's design and budget.
3. Describe ease of project maintenance and on-going operation.
4. Provide evidence this project has demonstrated support from the neighborhood or user groups.
5. Provide evidence the project is in an appropriate location concerning neighborhood impacts, access, environmental impacts, and proximity to potential facility users.

The Commission will then have up to 5 (five) minutes to ask the applicant questions about their project. Please note that the Commission will be given copies of your project application in advance of the meeting. The Commission will make a funding recommendation to the City Council. The application becomes invalid if the applicant or designated representative is not present at the Commission meeting to present their project. Applicants may be asked to present their project to the City Council.

Applicant Instructions

Applications Packets include the following:

Project Description: This form describes the project location, a brief description, contact person information, and project costs.

Work Plan: List the specific steps you will take to complete this project. Next to each step identify who will be responsible for the activity and the estimated date of completion.

Budget Plan: List each resource and quantity needed to complete your project. Calculate the total cost for each resource including tax. Next, breakdown the total cost of each resource by how much is applicant "in-kind", applicant cash, and how much of the City's match (if any) you will spend on this project.

Match Pledged: This form is provided to help solicit and gather match pledges. Applicant match can be pledged or secured at the time of application. Pledged means that the donor has made a verbal promise to provide the match item; secured means that the donor has signed the application's Match Pledge/Secured Form to confirm the commitment.

City of Ellensburg Parks & Recreation Department
'Park Partnership Program'
Project Description

Project

Information

Project Name: Reecer Creek Floodplain Interpretive Signs

Description of the project:

In 2019 the Ellensburg High School Environmental Club designed and received a critical areas permit (attached) for three additional trails to the Reecer Creek Floodplain. The trails were constructed in Spring 2021. We would like to add six interpretive signs, two per trail throughout the Reecer Creek Floodplain. The signs will be providing information on the surrounding area and wildlife. Drafts of the signs are at the end of this application.

We will be using signs made by Pannier Graphics. Mid-Columbia Fisheries Enhancement Group has used Pannier in the past after careful research of several sign manufacturers.

Project Location (if located within a park facility please be specific): Rotary Park, Reecer Creek Floodplain (see map at end of application)

Contact Person Name:

Jeff Hashimoto

Organization Representing: Ellensburg High School Environmental Club

Contact Address: 1203 E. Capitol Ave

City/State/Zip: Ellensburg, WA 98926

Phone: (509) 933-1409

E-mail: jeff.hashimoto@esd401.org

Project Cost

Amount Requested from the City: \$2250

Cash Amount from Applicant: \$ 1250

"In-Kind" Amount from Applicant: \$ 1000

Cash from other Sources: \$ 0

Please list other sources: N/A

Total Project Cost: \$ 4500

Return completed Application or email to caseb@cityofellensburg.org:

City of Ellensburg Parks & Recreation Administrative Office
501 N Anderson
Ellensburg, WA 98926
Due Date: August 31, 2021

City of Ellensburg Parks & Recreation Department
‘Parks Partnership Program’
Work Plan

Action Item	Responsible Party	Start Date	Completion Date
Design Interpretive Signs	EHS Environmental Club	March 2021	October 2021
Order Signs from Pannier Graphics	EHS Environmental Club and Pannier Graphics		
Install Signs	City of Ellensburg Parks Department	November 2021	November 2021

City of Ellensburg Parks & Recreation Department
 'Park Partnership Program'
Budget Plan

1. Personnel				
	Total Cost	Applicant "In-Kind"	Applicant Cash	City's Cash Match
Sign Design	\$500	\$500	0	0
Trail Design Construction	\$500	\$500	0	0
Sub Total	\$ 1000	\$ 1000	\$ 0	\$ 0

2. Supplies/Equipment Materials				
	Total Cost	Applicant "In-Kind"	Applicant Cash	City's Cash Match
Signs from Pannier Graphics	\$3000		\$1250	\$1750
Sub Total	\$3000		\$1250	\$1750

3. Professional Services				
	Total Cost	Applicant "In-Kind"	Applicant Cash	City's Cash Match
Sign Installation by Parks Department	\$500	0	0	\$500
Sub Total	\$500	0	0	\$500

4. Construction Capital				
	Total Cost	Applicant "In-Kind"	Applicant Cash	City's Cash Match
Sub Total		\$	\$	\$

Project Total	Total Cost	Applicant "InKind"	Applicant Cash	City's Cash Match
	\$ 4500	\$1000	\$1250	\$2250

The Riparian Zone

Look ahead! Do you see the cluster of trees by the stream? Notice how different it looks from the rest of the floodplain behind you. The area near the stream is called the *riparian zone*.



Photo: Cedar Cunningham

This habitat creates transportation routes for animals along the streamline. The trees provide shade and prevent erosion. The riparian zone protects animals in and around the stream like fish, otter, deer, coyotes, and songbirds. The picture is a Yellow Headed Blackbird near here. Look around for signs of animals in the riparian zone.

Ellensburg High School Environmental Club 2021



Grasses in Reecer Creek

Look at all this grass! If you look carefully you can see all the different varieties! Do you see how some of the grasses grow in clumps? How some have longer leaves and seeds that rise above the plant? Many of the grasses here are Bluebunch Wheatgrass, Great Basin Wild Rye and Sandberg's Bluegrass.



The deep rooted grasses and plants help the floodwater spread out and absorb into the ground instead of going into unpredictable places!

© Matt Lavin

Ellensburg High School Environmental Club 2021

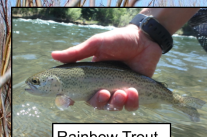


Fish in Reecer Creek

When you look into the water, what do you usually look for? Is it fish, insects, or plants? Well, if you are looking for fish, you may see different types of trout or salmon.



Juvenile Chinook Salmon



Rainbow Trout

Some of the species of trout that are common in Reecer Creek are rainbow and steelhead trout. Steelhead trout and rainbow trout are genetically identical, and breeding within the species is relatively common.

There are two species of salmon in Reecer Creek: Chinook and Coho. Steelhead trout and salmon have a life cycle of around four years, and they migrate to the ocean for an average of two and a half years.



Juvenile Coho Salmon

Ellensburg High School Environmental Club 2021



Land Animals



One very common animal in this area is the beaver. Beavers cut down trees and branches to build dams and shelters. Many other animals use the ponds that beavers create as their habitat. Can you see signs of beavers around you?



Cottontail rabbits are very common in this area. They like to live in dense thickets and bushes. If you are quiet and alert, you might spot one nearby!



Coyotes are a relative to the domestic dog. Coyotes have adapted to live almost anywhere. Can you see any coyote tracks nearby?



A common species of skunk in this area is the *Striped Skunk*. This species of skunk prefers to be in open pastures and fields, as well as near open bodies of water.

Photos: wdfw.wa.gov

Ellensburg High School Environmental Club 2021



Floodplain Restoration

The Reecer Creek Floodplain Restoration project aims to:

- Improve flood management
- Enhance salmon habitat
- Provide educational and recreational opportunities



Photo taken October, 2011



Photo taken May, 2021

Ellensburg High School Environmental Club 2021



Locations of Proposed Interpretive Signs



Entrance to Nature Trail



Sample of Sign From Pannier Graphics Single pedestal, metal frame





City of Ellensburg Parks & Recreation Department 'Park Partnership Program'

Introduction

Each year the Ellensburg City Council designates .3% of the previous year's (April 1 – March 31) general sales tax revenue to provide matching funds to community groups wishing to make capital improvements at City parks, trails, open space and recreational facilities. This year the 'Park Partnership Program' will have a total of \$15,617.39 (fifteen thousand six hundred and seventeen dollars & thirty-nine cents) available for projects.

Goals

- To improve or increase park, open space, wildlife habitat, and recreational opportunities for the general public.
- Foster public initiative and participation in developing City parks and recreational facilities.
- Enhance the quality of life in Ellensburg.

Program Guidelines

Eligible Applicants: Service and civic groups, athletic/sports organizations, neighborhood park user groups and non-profit organizations. Partnerships among individuals and/or groups will also be considered.

Eligible Sites: City owned, leased or controlled parks, trails, open space and recreational facilities used by the general public have first priority. Facilities and amenities may serve passive, active, or special interest recreation activities.

Project Timeline

Application Due Dates: Applications must be submitted by 5:00pm on August 31st. Applications shall be submitted to the Parks & Recreation Department Administrative Office, located on the 2nd floor of City Hall, 501 N Anderson, Ellensburg, WA 98926.

Award Decisions: Award decisions will be made by City Council at a regularly scheduled November Council meeting. A contract will be executed to outline the specific conditions of the project if awarded.

Project Time Limit: All projects must be completed within twelve (12) months of award. Awards will be rescinded for projects not ready for contracting within thirty (30) days of award.

Project Evaluation

Written applications will be reviewed by the Parks & Recreation Director to determine eligibility. All eligible projects will be forwarded to the Parks & Recreation Commission to be scored by a rating system with the highest ranking projects moving onto an oral presentation with the Commission.

Project Eligibility

1. Projects must be located on publicly owned property to be eligible.
2. Projects should be in conformance to any applicable master plan.
3. Public bid laws may be applicable for purchases made by the applicant. Please contact the City Parks & Recreation Director, or his/her designee, to determine if public bid law applies to your project.
4. Indoor and outdoor recreational facilities are eligible for partnership funding.
5. Park Partnership applicants are required to provide match for each dollar requested. Match may consist of cash, donated labor, donated materials, use of construction equipment, or architectural/landscape design services.
 - a. Volunteer labor is valued at the standard IRS rate.
 - b. Equipment donations will be valued at the price the equipment would be rented for per hour.
 - c. Donated professional services will be valued at the “reasonable and customary” rate.
 - d. The applicant may not use City staff time as match. Any anticipated work performed by City employees in the execution of the project must be included in the total amount funding being requested. A standard rate of \$40.00 per hour should be used for City staff time; this rate includes wages and benefits.

Applicant Responsibilities

Applicants are required to present their project to the Parks & Recreation Commission at the Commission’s regularly scheduled September, and if necessary, October, meeting. Commission meetings take place the second Wednesday of month at 5:30 pm in the Council Conference Room, located on the first floor of Ellensburg City Hall. Presentations are limited to 10 (ten) minutes and must address the following subject matter:

1. Please explain the public benefits of the project.
2. Give an overview of the project's design and budget.
3. Describe ease of project maintenance and on-going operation.
4. Provide evidence this project has demonstrated support from the neighborhood or user groups.
5. Provide evidence the project is in an appropriate location concerning neighborhood impacts, access, environmental impacts, and proximity to potential facility users.

The Commission will then have up to 5 (five) minutes to ask the applicant questions about their project. Please note that the Commission will be given copies of your project application in advance of the meeting. The Commission will make a funding recommendation to the City Council. The application becomes invalid if the applicant or designated representative is not present at the Commission meeting to present their project. Applicants may be asked to present their project to the City Council.

Applicant Instructions

Applications Packets include the following:

Project Description: This form describes the project location, a brief description, contact person information, and project costs.

Work Plan: List the specific steps you will take to complete this project. Next to each step identify who will be responsible for the activity and the estimated date of completion.

Budget Plan: List each resource and quantity needed to complete your project. Calculate the total cost for each resource including tax. Next, breakdown the total cost of each resource by how much is applicant "in-kind", applicant cash, and how much of the City's match (if any) you will spend on this project.

Match Pledged: This form is provided to help solicit and gather match pledges. Applicant match can be pledged or secured at the time of application. Pledged means that the donor has made a verbal promise to provide the match item; secured means that the donor has signed the application's Match Pledge/Secured Form to confirm the commitment.

City of Ellensburg Parks & Recreation Department
'Park Partnership Program'
Project Description

Project Information Project Name: **Ellensburg Explorers/Exploradores de Ellensburg**

Description of the project: The Kittitas Environmental Education Network (KEEN) requests funding to provide tuition-free half-day nature day camps in Ellensburg city parks in the summer of 2022. Ellensburg Explorers will allow children to play and learn at McElroy, Kiwanis, Mountain View and Irene Rinehart Riverfront Parks. KEEN's educators will guide participants in nature-based exploration and science learning. KEEN will endeavor to provide all programming in English and Spanish.

Project Location (if located within a park facility please be specific): McElroy, Kiwanis, Mountain View and Irene Rinehart Riverfront Parks

Contact Person

Name: Jill Scheffer

Organization Representing: Kittitas Environmental Education Network

Contact Address: 414 S. Willow Street

City/State/Zip: Ellensburg, WA 98926

Phone: 509-551-8807

E-mail: kittitasee@gmail.com

Project Cost

Amount Requested from the City: \$10,000

Cash Amount from Applicant: \$

"In-Kind" Amount from Applicant: \$10,000

Cash from other Sources: \$

Please list other sources:

Total Project Cost: \$20,000

Return completed Application or email to caseb@cityofellensburg.org:

City of Ellensburg Parks & Recreation Administrative Office
501 N Anderson
Ellensburg, WA 98926
Due Date: August 31, 2021

City of Ellensburg Parks & Recreation Department
‘Parks Partnership Program’
Work Plan

[illegible]

City of Ellensburg Parks & Recreation Department
 'Park Partnership Program'
Budget Plan

1. Personnel				
	Total Cost	Applicant "In-Kind"	Applicant Cash	City's Cash Match
Educators	\$10,320	\$2,800		\$7,520
Bookkeeper	\$200	\$200		
Sub Total	\$ 10,520	\$ 3,000	\$	\$ 7,520

2. Supplies/Equipment Materials				
	Total Cost	Applicant "In-Kind"	Applicant Cash	City's Cash Match
Program insurance	\$5,000	\$5,000		
Educational supplies	\$4,480	\$2,000		\$2,480
Sub Total	\$ 9,480	\$ 7,000	\$	\$ 2,480

3. Professional Services				
	Total Cost	Applicant "In-Kind"	Applicant Cash	City's Cash Match
Sub Total	\$	\$	\$	\$

4. Construction Capital				
	Total Cost	Applicant "In-Kind"	Applicant Cash	City's Cash Match
Sub Total	\$	\$	\$	\$

Project Total	Total Cost	Applicant "In-Kind"	Applicant Cash	City's Cash Match
	\$20,000	\$10,000		\$10,000

Notification Process

A call for projects will be published in the Daily Record, the City's official newspaper.

A call for projects will run on the City's website (www.ci.ellensburg.wa.us).

A call for projects will be posted at City owned recreational facilities and at Ellensburg City Hall.

Unsuccessful applicants from the previous three years will be notified about the call for projects.



CITY COUNCIL AGENDA REPORT

City Council Meeting Date:	October 4, 2021
Item Title/Agenda Subject:	Professional Services Agreement with Aspect Engineering for Gateway II Design
Submitted by:	Jon Morrow Public Works & Utilities
Recommended Action or Motion:	Authorize the City Manager to sign the agreement with Aspect Engineering and approve the necessary budget adjustments.
Background/Summary:	The Washington State Department of Ecology grant funded the City's Gateway II LID stormwater retro-fit project in the 2020 biennial Water Quality Revolving Fund. Gateway II is an identical project to Gateway I, except Gateway II is on Vantage Highway, instead of University Way, from Vista Road to the east city limits.
Previous Council Action:	The grant agreement with the Department of Ecology for Gateway II was approved by City Council and signed on January 5, 2021.
Analysis:	Gateway II is the same scope and size project as Gateway I. Gateway II will treat approximately two miles of stormwater from Vantage Highway between Vista and the new city limits. New sidewalks, pedestrian/bicycle trails, trees and rock lined storm swales will be constructed on both sides of the street. The project is grant funded from the Department of Ecology. The design and permitting window is 2021-2022 and the construction window is 2022-2023.
Financial Impact:	The total contract cost is \$1,050,000 and includes Design Plans & Specifications, Cultural, Environmental Reviews, and Permitting, Project Management, Grant and Load Administration, and Construction Management & Closeout. The total budgeted project cost is \$5,000,000. Ecology's grant award is \$4,250,000; \$350,000 less than budgeted. The resulting recipient's share (Ellensburg) is \$750,000 which will require additional funding sources. There is \$400,000 budgeted in the 2021 Arterial Street budget for project design.

The grant match for 2021 is \$28,000 above the budgeted amount, and will be met with available Arterial Street Fund fund balance.

There is \$4,600,000 budgeted in the 2022 Arterial Street budget for construction of this project. The City's match was under budgeted and will require a supplemental appropriation to the 2022 Arterial Street budget with the funds proposed to come from an additional transfer in from Sales Tax in the amount of \$322,000.

Attachments:

[Consultant Agreement for Signature](#)

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

RELATING TO: Gateway to the City of Ellensburg Stormwater LID Retrofit Project II

THIS LUMP SUM AGREEMENT is made and entered into this _____ day of October, 2021 ("Effective Date"), by and between THE CITY OF ELLENSBURG, a non-charter code city of the State of Washington (hereinafter called the "CITY") and (ASPECT CONSULTING), a LLC authorized to do business in the state of Washington (hereinafter called the "CONSULTANT").

1. RECITALS.

1.1. The CITY desires to obtain professional services for work related to the Gateway to the City of Ellensburg Stormwater LID Retrofit Project II project.

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

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

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

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

2. SCOPE OF WORK.

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

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

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

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

3. TIME OF PERFORMANCE. The CONSULTANT may begin work upon the Effective Date of this Agreement by both parties, or the CITY's issuance of a Notice to Proceed, whichever is applicable, and the duration of the Agreement shall extend through June 30, 2025. The work shall be completed in accordance with the schedule set forth in the attached Exhibit B.

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

4.1. The CITY shall pay the CONSULTANT as set forth in this section. In no event shall the amount paid by CITY exceed the Maximum Compensation as set forth in Section 5, unless otherwise agreed to by the CITY in writing. Such payment shall be full compensation for work performed, services rendered, and all labor, materials, supplies, equipment and incidentals necessary to complete the work.

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

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

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

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

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

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

allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this Agreement. Such authorization(s) shall be in writing and shall not exceed the lesser of \$15,000 or 10% of the Maximum Compensation as shown in Section 5 of this Agreement. The amount included for the Management Reserve Fund is \$0.00. This fund may not be replenished. Any changes requiring additional costs in excess of the Management Reserve Fund shall be made in accordance with Section 13 – Extra Work.

5. MAXIMUM COMPENSATION.

5.1. The CONSULTANT's total compensation and reimbursement under this Agreement, including labor, direct non-salary reimbursable costs and outside services, shall not exceed the maximum sum of \$1,050,000. This amount is the maximum amount to be paid under this Agreement and shall not be exceeded without prior written authorization from CITY in the form of a negotiated and executed amendment of this Agreement.

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

6. RELATIONSHIP OF PARTIES.

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

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

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

7. OWNERSHIP OF DOCUMENTS.

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

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

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

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

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

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

9.2. The CONSULTANT shall comply with all requirements of applicable

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

10. SUBCONTRACTING.

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

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

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

11. SUPERVISION, INSPECTION AND PERFORMANCE.

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

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

11.3. CONSULTANT shall be responsible for the professional quality, technical adequacy, accuracy, timely completion, and coordination of the Services and all plans, designs, drawings, specifications, reports, and other work performed pursuant to this Agreement. CONSULTANT shall perform the Services in accordance with the standard of care of its profession in the same or similar localities at the time services are performed. CONSULTANT shall be responsible for the professional standards, performance, and actions of all persons and firms performing the Services under this

Agreement. CONSULTANT shall, without additional compensation, correct any specific breach of a contractual obligation in the Services and revise any errors or omissions in any plans, designs, drawings, specifications, reports, and other products prepared under this Agreement.

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

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

14. TERMINATION.

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

14.2. The CITY may terminate this Agreement, in whole or in part and at any time, in writing if CONSULTANT substantially fails to fulfill any or all of its material obligations through no fault of CITY. If CITY terminates all or part of this Agreement for default, CITY shall determine the amount of Services satisfactorily performed to the date of termination and the amount owing to CONSULTANT using the criteria set forth below; provided that (a) no amount shall be allowed for anticipated profit on unperformed Services or other work, and (b) any payment due to CONSULTANT at the time of termination may be adjusted to the extent of any additional costs CITY incurs or will incur because of CONSULTANT's default. In such event, CITY shall consider the actual costs incurred by CONSULTANT in performing the Services to the date of termination, the amount of Services originally required which was satisfactorily completed to the date of termination, whether the Services or deliverables were in a form or of a type which is usable and suitable to CITY at the date of termination, the cost to CITY of either completing the Services itself or employing another firm to complete the Services in addition to the inconvenience and time which may be required to do so, and other factors which affect the value to CITY of the Services performed to the date of termination. Under no circumstances shall payments made under this

provision exceed the Schedule of Charges. This provision shall not preclude CITY from filing claims and/or commencing litigation to secure compensation for damages incurred beyond that covered by withheld payments.

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

15. INDEMNIFICATION/HOLD HARMLESS.

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

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

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

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

16. INSURANCE.

16.1. The CONSULTANT shall procure and maintain for the duration of the

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

City of Ellensburg
Department of Stormwater
Attention: Jon Morrow

501 N. Anderson
Ellensburg, WA 98926

ASPECT Consulting LLC
Attention: John Knutson
1106 N 35th Avenue
Yakima, WA 98902

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

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

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

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

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

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

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

Exhibit A – Scope of Work

Exhibit B – Schedule for the Work

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

Exhibit D – Budget for Each Task

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

CONSULTANT:

By: _____



Printed Name: **John Knutson, PE**

Title: **Principal Water Resources Engineer**

Tax ID#: **91-2149055**

THE CITY OF ELLENSBURG:

By: _____

Printed
Name: _____

Title: _____

ATTEST: _____
Clerk

Approved as to Form:

City Attorney

Exhibit A – Scope of Work

Aspect Consulting, LLC

Scope of Work

Gateway to the City of Ellensburg Stormwater LID Retrofit Project II

Management, Design, and Construction Services

June 25, 2021

Background

The City of Ellensburg received a Stormwater Financial Assistance Program grant from the Washington Department of Ecology to design and construct stormwater facilities along Vantage Highway. The project will improve water quality within Lyle Creek, Wilson Creek, and the Yakima River through the installation of stormwater treatment facilities along both sides of the road. Retrofits will occur along about a mile of the road, treating approximately 2.6 acres of existing pollutant generating roadway surface that currently drains untreated runoff to Lyle Creek.

Aspect's project scope of work includes the following tasks:

1. **Task 1. Project Management and Grant and Loan Administration Support** – Aspect will provide grant and loan administration support for the duration of the project, including items such as preparation of quarterly progress reports and City reimbursement requests; keeping project records and documentation; uploading products to EAGL; coordinating with Ecology; tracking progress on grant deliverables, and preparing a project close-out report and outcome summary report. Ongoing project management services are included in this task as well, including: project team coordination and management; budget, scope, and schedule tracking, monthly progress reports and invoices; and information and coordination with City staff, utility owners, elected leaders, and the public during the project. QA/QC reviews of products is included in each individual task/subtask.
2. **Task 2. Cultural and Environmental Reviews and Permitting** – This Task includes completing the required cultural review and approval process for the project. This Task also includes completing a SEPA checklist and review process; obtaining a hydraulic project approval, 404 Permit (and 401 Certification), and wetlands permitting if required; addressing applicable critical area permitting; and preparing a construction stormwater SWPPP and grading permit applications. This task also includes coordinating with Ecology during SEPA.
3. **Task 3. Design Plans and Specifications** – This task will produce final bid-ready plans and specifications, opinion of construction cost, construction schedule, and overall bid package. Survey, geotechnical, and infiltration testing work is also included in this task. Design plans and specifications will be provided at the 30%, 60%, and 90% level for technical review prior to developing the final design and bid package. A design report following Ecology's standards will be developed with the 30% design package. In addition to City reviews, Ecology reviews are expected for the Design Report (with 30% design plans); 90% design package; and for the Final Bid Package.

Exhibit A – Scope of Work

4. **Construction Management and Inspection** – This task includes Aspect activities related to managing project construction, conducting inspections, and ensuring the project is built as designed and meets specifications. Aspect will also prepare a Construction Quality Assurance Plan for Ecology review and approval, conduct a pre-construction conference meeting (Ecology invited), prepare updated construction schedule and cost estimate prior to construction, prepare a project operation and maintenance plan, and coordinate with the City and Ecology on requested change orders. This task will also incorporate several Project Construction and Project Close-Out activities required by the City's grant.

The project design and permitting phase is assumed to last approximately 24-months, with construction completed prior to July 1, 2025. The tasks are further described below and are intended to follow the City's grant commitments.

Scope of Work

Task 1 – Project Management and Grant and Loan Administration Support

Aspect will:

- 1.1 Coordinate with Ecology and the City project manager during the project.
- 1.2 Prepare quarterly grant progress reports and City reimbursement requests.
- 1.3 Keep project records and documentation.
- 1.4 Track progress on grant deliverables.
- 1.5 Upon City approval, upload products to EAGL and notify Ecology when uploaded.
- 1.6 Prepare a grant project close-out report and 2-page outcome summary report.
- 1.7 Provide monthly project status reports, budget and schedule updates, and invoices to the City.
- 1.8 Manage the consultant team, including contracting and coordination with subconsultants.
- 1.9 Provide information and coordination with the public, utility owners, and City leaders during the project, including preparing public information about the project and providing mechanisms for public feedback for consideration by the design team.

Initial Round of Public Information and Feedback (during project refinement and 30% design)

- a. Prepare an initial informational flyer for the City to send to property owners in the project area. The flyer will contain basic information about the planned project and direct readers to a project webpage on the City's website for further information and link to an on-line survey to provide feedback to the project design team.
- b. Prepare an initial set of informational materials for posting on a project webpage. Also, set-up an on-line survey that can be used by the public to provide project related information and feedback to the project design team.
- c. Work with City staff to post the initial informational materials and survey link on the project webpage.
- d. Review survey results, prepare draft responses to survey comments received, discuss with the City, prepare final responses to survey comments, and provide the responses to the City for posting on the project webpage.

One on One Informational Meetings (at approximately 30% to 60% design)

- e. Prepare for and hold up to six one-on-one meetings (1-hour long teleconferences) with property owners to discuss and help resolve specific project related issues that may come up.

Exhibit A – Scope of Work

Preparations are assumed to involve coordinating with the City and preparing property specific exhibits. Aspect will take notes during the meetings.

- f. Following the meetings, Aspect will discuss the outcomes with the City and obtain direction as needed.

Coordination with City Utilities and Private Utilities (at 30%, 60%, 90% design)

- g. Prepare for and hold three meetings (1-hour long teleconferences) with City utilities staff to discuss the project design and potential impacts to existing utilities. The meetings will be held at the 30%, 60%, 90% design stages. Aspect will incorporate modifications to City utilities provided by the City into the design plans as needed.
- h. Prepare and send three mailers (or emailed material) to private utility owners, coordinate with them, and track their progress at redesigning and/or planning for relocating utilities during the design process. Mailings will occur at the 30%, 60%, 90% design stages. Aspect will incorporate modifications to private utilities (provided by the utilities) into the design plans as needed. Aspect will also correspond with private utility owners during the project.

Second Round of Public Information and Feedback (at approximately 60% to 90% design)

- i. Prepare a second informational flyer for the City to send to property owners in the project area. The second flyer will contain basic information about project progress and the 60% to 90% design and will direct readers to the project webpage for more detailed information. An email address will be provided so the public can relay feedback to the project design team.
- j. Prepare a second set of informational materials for posting on the project webpage.
- k. Work with City staff to post the second set of informational materials on the project webpage.
- l. Review emailed comments and information, prepare draft responses, discuss with the City, prepare final responses, and provide the responses to the City for posting on the project webpage.

Information for City Leaders (during 30% design and at Final design)

- m. Prepare for and attend two City Council information sessions about the project during the design process (assumed via teleconference). Aspect recommends information sessions about the project be held with the City Council at two key stages: (1) before the initial round of public information and feedback, so Council can see the conceptual project layout, can ask questions about the project, and be made aware that property owners in the project area will be contacted and will have opportunity to provide feedback; and (2) at final design so Council will know what the final design looks like, when and how long construction will occur, and how important issues, such as disruptions to businesses, will be avoided or minimized.

Task 1 Products:

- Quarterly grant progress reports and draft City reimbursement requests.
- Grant project close-out report and outcome summary report
- Monthly project status reports, budget and schedule updates, and invoices.
- Public information flyers and project webpage content
- One-on-one meeting materials.
- Utility meeting and mailing materials
- City Council information meeting materials.

Task 1 Assumptions:

- A 24-month design schedule and one year construction schedule.

Exhibit A – Scope of Work

- *City sets-up a project webpage on the City's website, and posts project information and related links.*

Task 2 - Cultural and Environmental Reviews and Permitting

Aspect will:

- 2.1 Prepare an Area of Potential Effect (APE) map, describe potential ground disturbing activity (geotechnical investigation, infiltration testing, construction), and prepare the Ecology Cultural Resources Review form (ECY 05-05/106 or ECY 070-537; rev. 9/2020). The form be provided to the City for submittal to Ecology.
- 2.2 Prepare an Ecology Inadvertent Discovery Plan (IDP) (ECY 070-560). The IDP will be provided to the City for submittal to Ecology.
- 2.3 Provide support to the City to respond to cultural resource review questions and comments. No ground disturbing work can proceed until cultural clearance is obtained.
- 2.4 Upon development of a revised conceptual design (Task 3), review planned project work, assess permitting needs, itemize/tabulate likely required permits, and develop a recommended permitting strategy in matrix form. The permitting strategy will be transmitted to the City for review and comments.
- 2.5 Hold a conference call meeting with the City to review comments and refine the permitting strategy matrix.
- 2.6 Prepare a SEPA checklist at approximately 60% design and provide it to the City along with supporting documents to initiate the SEPA review process.
- 2.7 Review and categorize SEPA comments and develop draft recommended responses.
- 2.8 Meet with the City to review and discuss the SEPA comments and draft responses and develop the final responses. The formal final responses will be provided to the City for the public record and to support the final environmental effects determination.
- 2.9 Consult with permitting agency contacts about the project, potential permitting needs, and recommended permitting approach, and obtain agency input and guidance to streamline the permitting effort.
- 2.10 Prepare permit applications, construction SWPPP, coordinate with agencies during the permitting process, and obtain necessary permits (note that the contractor will be responsible for some construction related permits). Aspect will incorporate permitting agency feedback into the design process in Task 3.

Task 2 Products

- *Cultural Resources APE Map.*
- *Ecology Cultural Resources Review form.*
- *Ecology Inadvertent Discovery Plan.*
- *Permit applications and supporting materials.*
- *List/matrix of permits acquired and environmental review documents.*
- *Construction SWPPP*
- *SEPA Checklist.*
- *SEPA comment responses.*

Exhibit A – Scope of Work

Task 2 Assumptions

- *Cultural resource review comes back clean. No cultural resource related field work is required.*
- *Aspect will prepare TESC Plans (part of Task 3) and a construction SWPPP (Task 2) but the Contractor will be responsible for submitting the Notice of Intent for coverage under the Construction Stormwater General Permit (CSGP), publishing the notice as required, obtaining coverage, and complying with CSGP requirements.*
- *Only a SEPA checklist is required for SEPA (no EA or EIS), with minimal comment response effort.*

Task 3 – Design Plans and Specifications

The goal of this task is to complete a final design allowing construction bids to be submitted and the stormwater facilities to be constructed and put into operation. The project design will follow Ecology's *Design Deliverables For Stormwater Projects With Ecology Funding* document and the *Stormwater Management Manual for Eastern Washington (SWMMEW)*. Permitting feedback from Task 2 will be incorporated into the design process.

This task includes geotechnical and infiltration testing, surveying, and basemap development to support design, permitting, and construction. Surveying services will provide topographic information and mapping necessary for project design including the boundary of the right-of-way utilized for the project components and topographic survey for project design. Investigation and analysis will be conducted to characterize infiltration rates and subsurface conditions for project design.

3.1 Geotechnical and Infiltration Testing. Aspect will:

- 3.1.1 Review available project data and information from the feasibility study (soils, groundwater, utilities, aerial photos, LiDAR/topography, parcels/ROW, land ownership, conceptual design, etc.).
- 3.1.2 Complete a multi-disciplined site visit to review conditions and gather preliminary information.
- 3.1.3 Identify the geotechnical parameters necessary for design, and the locations and depths where geotechnical data should be collected. Geotechnical test locations and depths will consider access and utility locate information.
- 3.1.4 Determine the infiltration testing method and identify the location(s), depths, sizes, and type of infiltration tests. Infiltration test locations and depths will consider access and utility locate information.
- 3.1.5 Develop a Draft Geotechnical and Infiltration Testing Plan (GITP). The GITP will include a map showing where field work will be done and will describe what type of work will occur, what type of testing will be done at each location, what equipment and instruments will be needed, infiltration test water flow rates, how testing water will be obtained, and what soil samples need to be collected and sent to a testing lab. The GITP will include a field work schedule and will discuss site access and traffic control needs. A field work safety plan will be prepared and appended to the GITP. The Draft GITP will be provided to the City for concurrent review and comments.

Exhibit A – Scope of Work

- 3.1.6 Review City and Ecology comments on the Draft GITP, develop recommended responses, hold a conference call meeting with the City to discuss comments and obtain direction on the final responses, and prepare the Final GITP to guide field work.
- 3.1.7 Locate an excavation contractor, obtain a bid for the field work, and negotiate contract, scope, and a schedule for the work.
- 3.1.8 Assemble infiltration testing field equipment and materials; test and calibrate field instrumentation.
- 3.1.9 Coordinate with the City, property owners, and contractor; and carry out geotechnical and infiltration testing work.
- 3.1.10 Organize and deliver soil samples to the lab for grain size analysis, CEC, %OM and geotechnical parameters as needed.
- 3.1.11 Review geotechnical data, prepare soil logs, and develop geotechnical recommendations for project design and construction.
- 3.1.12 Review infiltration test data and calculate design infiltration rates. If rates are too slow, then recommendations will be developed concerning stormwater treat and release approaches.
- 3.1.13 Compile data and prepare a Draft Geotechnical and Infiltration Testing Technical Memorandum. The Draft Technical Memorandum will be provided to the City for review and comments.
- 3.1.14 Review City comments on the Draft Technical Memorandum, develop recommended responses, hold a conference call meeting with the City to discuss comments and obtain direction on the final responses, and prepare the Final Geotechnical and Hydrogeologic Investigation Technical Memorandum.

3.2 Survey Investigation. Aspect will:

- 3.2.1 Review existing project data and the conceptual design and prepare a project survey plan (map). The survey plan will cover boundaries, topography, utilities, ditches, road, critical areas, power supply sources, Ordinary High Water Line (OHWL), stream cross-sections, culvert crossings, and other items necessary for project analysis, permitting, and design.
- 3.2.2 Execute a subconsultant agreement with a qualified surveyor and obtain a cost estimate and schedule to carry out the survey work.
- 3.2.3 Call for locates and visit the project site to delineate/stake the OHWL of Lyle Creek, cross-sections, and other key survey items.
- 3.2.4 Coordinate with the City and, if necessary, property owners and complete survey field work.
- 3.2.5 Review draft survey data/basemap and develop comments for the surveyor to address as needed.
- 3.2.6 Obtain the final survey basemap for use during the design process and use it to set-up plan sheets.

3.3 30% Design and Design Report. Aspect will:

Exhibit A – Scope of Work

- 3.3.1. Refine and optimize the conceptual project design in response to the results of the field work.
- 3.3.2. Delineate drainage areas, complete hydrologic and hydraulic calculations/modeling, and locate and size stormwater BMPs, curb & gutter, pathway/sidewalks, and associated drainage conveyances and structures.
- 3.3.3. Use Lyle Creek cross-sections and crossing structure data to estimate the creek water surface elevations in the immediate project area for various creek flow rates (2 year, 10 year, 50 Year, and 100 Year flows). Flow rates will be determined using USGS regional regression equations or, if available published flow records for Bear Creek).
- 3.3.4. Locate and size ditches to capture off-site runoff on the north side of the road and convey it to Lyle Creek or other existing crossings. It is assumed that ditches will generally match existing ditch sections and will function and outfall to the same locations as the existing ditch system.
- 3.3.5. Prepare 30% design plans, profiles, rough details, an outline of specifications, and a 30% construction cost estimate. Plans will include temporary erosion and sediment control (TESC) plans.
- 3.3.6. Compile 30% design products and prepare a Design Report and complete internal QA/QC review. The Design Report (with attached plans, profiles, details, specs, cost estimate) will be provided to the City and Ecology for concurrent review and comments. If necessary, the 30% Design Report will also be provided to applicable permitting agencies for concurrent review and comment. Aspect will coordinate with City utilities and private utilities about the 30% design as described in Task 1.
- 3.3.7. Review City and Ecology (and permitting agency) comments on the Design Report, develop recommended responses, hold a joint conference call meeting with the City to discuss comments and obtain direction on the final responses, and prepare a summary of responses to comments for delivery to Ecology.
- 3.3.8. Prepare the updated Design Report and submit to City and Ecology (obtain Ecology Design Report acceptance letter).

3.4 60% Design. Aspect will:

- 3.4.1. Revise hydrologic and hydraulic calculations as needed and update stormwater facility footprints and sizes.
- 3.4.2. Respond to 30% design comments and prepare 60% design plans, profiles, TESC, revised details, rough draft of specifications, 60% construction cost estimate, and draft bid schedule.
- 3.4.3. Compile 60% design products, complete internal QA/QC review, and provide the 60% package to the City for review and comments. If necessary, the 60% Design will also be provided to applicable permitting agencies for concurrent review and comment. Aspect will coordinate with City utilities and private utilities about the 60% design as described in Task 1.
- 3.4.4. Review City (and permitting agency) comments on the 60% Design, develop recommended responses, hold a conference call meeting with the City to discuss comments and obtain direction on the final responses.

Exhibit A – Scope of Work

3.5 90% Design. Aspect will:

- 3.5.1. Revise hydrologic and hydraulic calculations as needed and update stormwater facility footprints and sizes.
- 3.5.2. Respond to 60% design comments and prepare a 90% design package (90% design plans, profiles, TESC, full draft specifications, draft bid documents, 90% construction cost estimate). The 90% design package will reflect a substantially complete design.
- 3.5.3. Compile the 90% design package, complete internal QC review, and provide the package to the City and Ecology for concurrent review and comments. If necessary, the 90% design package will also be provided to applicable permitting agencies for concurrent review and comment. Aspect will coordinate with City utilities and private utilities about the 90% design as described in Task 1.
- 3.5.4. Review City and Ecology (and permitting agency) comments on the 90% design package, develop recommended responses, hold a conference call meeting with the City (Ecology will be invited) to discuss comments and obtain direction on the final responses, and prepare a summary of responses to comments for delivery to Ecology (obtain Ecology 90% Design acceptance letter).

3.6 Final Design and Bid Package. Aspect will:

- 3.6.1. Respond to 90% design comments and prepare a final design and bid package (final design plans, specifications, construction cost estimate, bid documents).
- 3.6.2. Prepare a draft construction schedule including a draft schedule of grant eligible costs.
- 3.6.3. Compile the Final Design Package, complete internal QC review, and provide the package to the City and Ecology for review and approval prior to project bidding. If necessary, the Final Design Package will be provided to applicable permitting agencies for their records.
- 3.6.4. Prepare responses to Ecology comments on the final design and bid package.
- 3.6.5. Prepare and submit to the City and Ecology a Preliminary Equivalent New/Re-development Analysis for the designed retrofit project. The Final Equivalent New/Re-development Analysis will be developed for the City and Ecology as part of Task 4 upon completion of project construction.
- 3.6.6. Prepare and submit to the City and Ecology a Preliminary GIS Shapefile representing the final project location and design. The Final GIS Shapefile will be developed for the City and Ecology as part of Task 4 upon completion of project construction.

Task 3 Products

- *Geotechnical and infiltration testing plan.*
- *Geotechnical and infiltration testing Technical Memorandum.*
- *30% Design Report, including 30% design package.*
- *Response to Ecology's 30% Design Report comments.*
- *60% design package*
- *90% design package.*
- *Response to Ecology's 90% design package comments.*

Exhibit A – Scope of Work

- *Final design and bid package.*
- *Response to Ecology comments on the Final design and bid package.*
- *Preliminary Equivalent New/Re-development Analysis.*
- *Preliminary GIS Shapefile representing the final project location and design.*

Task 3 Assumptions

- *Geotechnical testing work requires no more than 2 days for 1 Aspect staff.*
- *Infiltration testing work requires no more than 3 days for 1 Aspect staff.*
- *Only informal passive traffic control is required during geotechnical and infiltration testing and survey work. City staff provide formal traffic control measures if needed.*
- *Adequate water supply is available for infiltration testing. City provides water trucks if needed.*
- *OHWL delineation and pre-survey staking requires no more than 1 day for 1 Aspect staff.*
- *The final design relies on the existing road crossing culverts, creek crossing structure, and outfalls. No new creek outfalls or improved/enlarged outfalls are required.*
- *Existing off-site drainage patterns (north and south sides of the road) are maintained.*
- *City utilities and private utilities are responsible for designing utility revisions as needed.*
- *30% Design Report is mainly a compilation and organization of already developed design products.*
- *Concurrent City, Ecology, and permitting agency review and comment of products.*
- *No easement or land acquisition support is required.*
- *Bidding or award support services are provided as part of Task 4.*

Task 4 - Construction Management and Project Close-Out

This task includes activities related to managing and overseeing project construction so the project is built as designed and meets specifications. This task also includes several Project Construction and Project Close-Out related activities and deliverables required by the City's grant. This Task is expected to include Aspect completing following activities:

- 4.1 Reviewing project bids and developing a recommendation concerning the most qualified and cost-effective contractor.
- 4.2 Preparing a Construction Quality Assurance Plan (CQAP) to guide the construction management and observation process and for discussion with the selected contractor. The CQAP will follow Ecology's *Design Deliverables For Stormwater Projects With Ecology Funding* document.
- 4.3 The CQAP will be subjected to internal QC and provided to the City and Ecology for review and comments.
- 4.4 Coordinate with the City about Ecology CQAP comments, make changes as needed, and submit the Final CQAP to the City and Ecology.
- 4.5 Conducting a pre-construction conference with the contractor and the City (Ecology will be invited). Aspect will record minutes of the meeting for upload to EAGL.
- 4.6 Preparing and submitting an updated project construction schedule and cost estimate prior to initiating construction, and upon major changes. Updated project construction schedules and cost estimates will be submitted to Ecology as they are developed.

Exhibit A – Scope of Work

- 4.7 Review and approval of materials and plan submittals as needed.
- 4.8 Review and consideration of change order requests. Change order requests that are determined by Aspect to deviate from the Ecology approved plans and specifications will be submitted to Ecology for review and acceptance prior to recommending execution by the City.
- 4.9 Provision of on-site personnel to provide observation of construction, taking photos, preparation of periodic progress reports, verification of completed items for payment, determination of substantial completion, and preparing and completing punch lists.
- 4.10 Reviewing laboratory materials testing as needed.
- 4.11 Conducting construction progress meetings.
- 4.12 Preparation of Record Drawings.
- 4.13 Prepare a Stormwater Construction Completion Form using Ecology's standard form.
- 4.14 Preparing a final Operation and Maintenance Plan. The O&M Plan will be provided to Ecology for review and comments, after which Aspect will coordinate with the City about Ecology comments and make changes as needed.
- 4.15 Prepare and submit to the City and Ecology a Final Equivalent New/Re-development Analysis.
- 4.16 Prepare and submit to the City and Ecology a Final GIS Shapefile representing the final project location and construction.
- 4.17 Prepare and submit to the City and Ecology a Project Close-out Report and 2-Page Outcome Summary Report (both as part of Task 1)

Task 4 Products

- *Construction Quality Assurance Plan*
- *Preconstruction meeting minutes.*
- *Other products as determined: construction meeting notes, RFI responses, response to changes/substitutions, responses to requested change orders, inspection reports, pay request responses, punch lists, etc.*
- *Facility O&M Plan.*
- *Project record drawings.*
- *Stormwater Construction Completion Form.*
- *As-constructed Equivalent New/Re-development Analysis.*
- *As-constructed GIS Shapefile representing the final project location and construction.*

Task 4 Assumptions

- *Task 4 services will be provided on a flexible time and materials basis up to the established budget. It is assumed that all necessary services can be provided within the budget, however, it is expected that the construction support requirements, and associated Aspect responsibilities and effort, will be reassessed once final design and permitting is completed and more information is known about the construction details, process, schedule, and requirements.*

Exhibit B – Schedule for the Work

Schedule

Aspect will commence work upon receiving notice to proceed from the City. Completion of some portions of the work is dependent upon permitting agencies and reviews by entities outside Aspect's control. However, Aspect will strive to complete project design work within 2 years, with the assumption that construction will occur during a third year. A detailed target schedule will be prepared upon notice to proceed.

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

See Exhibit D.

Exhibit D – Budget for Each Task

Project Budget

Task Budget Summary

Task Title	Labor	ODC	Subs	Total
Task 1 - PM, Grant & Load Admin	\$225,000			\$225,000
Task 2 - Cultural, Env Reviews & Permitting	\$194,942	\$5,058		\$200,000
Task 3 - Design Plans & Specifications	\$350,700	\$24,300	\$25,000	\$400,000
Task 4 - Construction Management & Close Out	\$210,010	\$14,990		\$225,000
Total Project Budget	\$980,652	\$44,348	\$25,000	\$1,050,000



MANAGER'S REPORT

DATE: October 4, 2021
TO: Ellensburg City Council
FROM: Heidi Behrends Cerniwey, City Manager

1. Avery Miller Completes Apprenticeship – Promotes to Journeyperson Lineperson.

Avery Miller started with the City as a Temporary Groundperson on May 9, 2016 after attending Avista's 16-week Pre-apprentice program. Avery was promoted to Apprentice Lineperson on July 16, 2018, which requires a minimum 6,000 hours of on the job training, as well as 3 years of classroom work. Each year of his Apprenticeship, Avery attended Camp Rilea for two weeks, where he received extensive training on climbing wood poles, rigging, hot sticking and transformer connections. Avery successfully completed his Apprenticeship on September 16, 2021 with 6,545 on the job hours and 512 related supplemental instruction hours. Nice work, Avery Miller - Journeyperson Lineperson.

2. Request to Set Study Session.

Staff requests Council set a Study Session for Monday, October 11, 2021 from 6:00 – 8:00 pm for continued discussion regarding the Land Development Code/Zoning Amendments.

3. Public Hearing Set to Consider Surplus Property.

As required by City Code, a public hearing has been scheduled for the October 18, 2021 City Council meeting to consider a resolution to surplus two City-owned parcels at 1st and Pine Street for the public benefit purpose of use as affordable housing as allowed by RCW 39.33.015.