

CITY COUNCIL AGENDA

December 15, 2025



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To attend the city council meeting virtually register here:

https://us02web.zoom.us/webinar/register/WN_QyDiV6J3ScWpjcl5OQS4MQ

Accessibility

The City of Ellensburg strives to make our services, programs, and activities readily accessible.

- Closed Captioning is available to Zoom viewers. To enable closed captioning, you will need to click on the "CC" button at the bottom of your Zoom screen and then select either "Show Subtitle" or "View Full Transcript."
- Members of the public who do not speak English or who have limited proficiency may request an interpreter if they wish to participate in public meetings.
- The City will provide reasonable accommodation for members of the public with disabilities.

Please submit requests for language assistance or reasonable accommodation to the HR Director/ADA Coordinator by calling (509) 962-7222 or by email at ADAAccordinator@ellensburgwa.gov. Five (5) business days' notice is appreciated.

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](https://www.youtube.com/channel/UCv3v3v3v3v3v3v3v3v3v3v3). You may also attend by phone, only, and listen to the meeting by following the registration instructions under “Procedure for Remote Participation During Meeting” below. Once you register, you will be sent a meeting invitation with a phone number for the meeting.

Public comment on Non-Agenda Issues (Item No. 7) is limited to a combined total of thirty (30) minutes unless Council votes to extend the time. 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: cityclerk@ellensburgwa.gov. 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: cityclerk@ellensburgwa.gov. 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. Once registered, you will receive an email with the meeting link and phone number (for those who wish to call into the meeting).***
 - a) Anyone wishing to provide public comment on ***Non-Agenda Issues*** (Item No. 7 on the Agenda) must: 1. Register via the Zoom link by no later than 24 hours prior to the meeting; and 2. Provide a description in the Zoom registration form of the topic upon which they wish to speak with sufficient detail to allow the Mayor to determine whether it pertains to City business or a matter over which Council has control.
 - b) Anyone wishing to speak on ***all other Agenda items*** where it specifically states “Public Comment Opportunity” must register prior to 7 p.m. the day of 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. If you wish to speak on an agenda item, you must:
 - a) Wait to be called upon by the Mayor using your name, e-mail, or phone number used to log in to the teleconference.
 - b) 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.
6. Please state your name, whether you live in the City of Ellensburg, Kittitas County or elsewhere, and whether you are representing only yourself or others.

PROCEDURE FOR IN-PERSON PARTICIPATION (COUNCIL CHAMBERS)

- ◆ When recognized, approach the microphone provided on the right side of the room.
- ◆ Please state your name, whether you live in the City of Ellensburg, Kittitas County or elsewhere, and whether you are representing only yourself or others.
- ◆ Each speaker's comments are to be limited to 3 MINUTES.
- ◆ Submit any written comments to the City Clerk.
- ◆ Speakers are cautioned not to make comments of a personal, impertinent or derogatory nature.
- ◆ 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 engage in conduct that disrupts, disturbs or otherwise impedes the orderly conduct of the Council meeting.
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).
4. Speakers providing comments on Item 7, Non-Agenda Issues, may only address the Council on matters which concern the City's business or over which the Council has control, and must announce the topic upon which they wish to speak before making their comments.

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). Council may consider an item at a future meeting, thus you may wish to concisely state your concern and request placement of your matter on a future agenda. Staff will follow up with speakers as necessary.

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 (509) 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:

1. 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.
2. Please state your name, address, and whether you are representing only yourself or others.
3. Please limit your comments to 5 MINUTES.
4. Submit written comments to the City Clerk.

**CITY OF ELLENSBURG
CITY COUNCIL AGENDA
Council Chambers
501 North Anderson Street
Ellensburg, WA 98926
And remotely via Zoom
Monday, December 15, 2025
7:00 PM - Regular Meeting**

Pledge of Allegiance

1. Call to Order and Roll Call

2. Proclamations (No Public Comment)

3. Awards and Recognitions

4. Approval of Agenda (No Public Comment)

5. Consent Agenda (No Public Comment)

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

5.A	Approve Minutes of December 1, 2025 Regular Meeting	6
5.B	Approve Minutes of December 1, 2025 Study Session	11
5.C	Approval of Special Event Where Alcohol is Served - 2026 Winterhop Brewfest	12
5.D	Diversity, Equity & Inclusion Commission 2025 Annual Report	13
5.E	Environmental Commission Resignation - Jean Marie Linhart	16
5.F	Approve the 2026-2028 Collective Bargaining Agreement with OPEIU Local 8	17
5.G	Approve December 15, 2025 Voucher Listing	55

6. Petitions, Protests, and Communications

6.A	Affordable Housing Commission Reappointments - John Perrie & Dan Witkowski (Public Comment Opportunity)	56
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7. Public Comment on Non-agenda Issues

8. Business Requiring Public Hearings

9. Introduction and Adoption of Ordinances and Resolutions

9.A	Ordinance 4977 (Second Reading) 2025 Annual Comprehensive Plan Amendments (Public Comment Opportunity)	64
9.B	Resolution 2025-32 - Fiscal Year 2026 Pay Plan for Non-Represented Employees (Public Comment Opportunity)	104
10.	Unfinished Business	
11.	New Business	
11.A	Interlocal Agreement Between the City of Ellensburg and Kittitas County for Flood Insurance Rate Map Updates for Whiskey and Mercer Creeks (Public Comment Opportunity)	111
11.B	Interlocal Agreement between Kittitas County and the City of Ellensburg for Pooling of Opioid Funds Resulting from the Settlement of Claims Against Pharmaceutical Supply Chain Participants (Public Comment Opportunity)	159
11.C	Notice of Intent to Commence Annexation Proceedings for Parcel 631033 Located at 1830 Hwy 97 (Public Comment Opportunity)	227
12.	Miscellaneous	
12.A	Manager's Report (No Public Comment)	236
12.B	Councilmembers' Reports (No Public Comment)	
13.	Executive Session	
13.A	CLOSED SESSION - RCW 42.30.140(4)(B) The OPMA does not apply to that portion of a meeting during which the governing body is planning or adopting the strategy or position to be taken by the governing body during the course of any collective bargaining negotiations, or grievance or mediation proceedings, or reviewing the proposals made in the negotiations or proceedings while in progress.	
14.	Adjournment	



CITY OF ELLENSBURG

Date of Meeting

Time of Meeting

Place of Meeting

Minutes of City Council, Regular Meeting

December 1, 2025

7:00 PM

Council Chambers

501 North Anderson Street

Ellensburg, WA 98926

And remotely via Zoom

Pledge of Allegiance

The Pledge of Allegiance was led by Councilmember Lillquist.

1. Call to Order and Roll Call

Roll Call Present: Sarah Beauchamp, Rich Elliott, Nancy Goodloe, Nancy Lillquist, David Miller, Delano Palmer, Joshua Thompson

Others present in person: City Manager Behrends Cerniwey, City Attorney Horner, City Clerk Leader, Assistant Finance Director Bassett, HR Director Young, Community Development Director Carlson, Planning Manager Henderson, Arts & Economic Development Manager Vandenberg, and approximately 40 members of the public

Others present remotely via Zoom: Eight members of the public

1.A Oath of Office for Councilmember Palmer

The City Clerk administered the Oath of Office to Councilmember Palmer.

2. Proclamations

3. Awards and Recognitions

4. Approval of Agenda

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

5. Consent Agenda

5.A Approve Minutes of November 17, 2025 Regular Meeting

5.B Acknowledge Minutes of Boards and Commissions

5.C Project Acceptance Bid Call 2024-19 Seattle Ave Utility Extension – 400' East of Willow St to Magnolia St Project

5.D DEI Commission Resignation - Serena Turney

5.E Approve December 1, 2025 Voucher Listing

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

6. Petitions, Protests, and Communications

- 6.A Arts Commission Appointments - Jensen Lopez & Therese Young
Kelle Vandenberg, Arts & Economic Development Manager, introduced the two commission applicants recommended for appointment by the Arts Commission.

Councilmember Beauchamp moved to approve appointment of Jensen Lopez and Therese Young to the Arts Commission. **Motion Approved 7-0**

- 6.B Diversity, Equity & Inclusion Commission Communication with Council —
Proposing an Alternative Interim Version of Comprehensive Plan Chapter 9
Amber Hoefer (present remotely) and M. Eliatamby-O'Brien, DEI Commission members, reviewed information from the DEI Commission.

Public comment on the topic was heard from the following citizens:

- Beryl Kelley, Ellensburg resident
- Christopher Hobbs, Ellensburg resident

7. Public Comment on Non-agenda Issues

Public Comment was heard from the following citizens:

- Pat Kelleher, City resident
- Christopher Hobbs, City resident
- Tory Jones, Ellensburg resident
- Logan Cook
- Jennifer Patteson, County resident

8. Business Requiring Public Hearings

- 8.A Public Hearing to Consider 2025 Annual Comprehensive Plan Amendments and First Reading of Ordinance 4977 (Public Comment Opportunity)
Mayor Elliott opened the public hearing. Stacey Henderson, Planning Manager, presented information in the staff report.

Public comment was heard on the topic from the following citizens:

- Michelle Adams, County resident
- Shelly Lounsbury-Griffin, County resident
- Deb Scott, City resident
- Sasha Geise, Ellensburg resident
- Geraldine O'Mahony, City resident
- Robyn Scott, City resident
- Allie Dermond, City resident
- M. Eliatamby-O'Brien, City resident
- Beryl Kelley, Ellensburg resident
- Christopher Hobbs, Ellensburg resident
- Candice Comfort, County resident
- Phil Backlund, Ellensburg resident

- Tory Jones, Ellensburg resident
- Pat Kelleher, Ellensburg resident
- Jennifer Patteson, County resident
- Amber Hoefer, (present remotely) City resident and DEI commissioner
- Carrie Vickers, County resident

Council recessed for a five-minute break at 8:58 pm
Council reconvened at 9:05 pm

- Diana German, County resident
- Michelle Adams, County resident
- Theresa Plue, County resident
- M. Eliatamby-O'Brien, City resident and DEI commissioner
- Beryl Kelley, County resident, inquired about her written comment submitted by email on November 24, 2025

The City Clerk received Ms. Kelley's November 24, 2025 email titled Chapter 9, DEI and Civil Rights Violations, which was forwarded to Council prior to the meeting and was kept for the record.

Stacey Henderson, Planning Manager, commented regarding the Parks & Recreation plan not being included with the Capital Improvement Plan.

Council asked questions of staff.

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

Councilmember Lillquist moved to approve the Comprehensive Plan Amendments for Docket Item 25-01 with modifications provided with the CIP plan. **Motion Approved 7-0**

Councilmember Goodloe moved to approve Docket Item 25-02.001-.308 by adopting language in Draft B as submitted by the DEI Commission. **Motion Approved 5-2 (Palmer and Thompson voted no)**

Councilmember Palmer moved to conduct first reading of Ordinance 4977 as amended. **Motion Approved 7-0**

9. Introduction and Adoption of Ordinances and Resolutions

- 9.A Second Reading of Ordinance 4976 - 2025/2026 Supplemental Budget (Public Comment Opportunity)
Keith Bassett, Assistant Finance Director, presented information in the staff report.

Public comment was heard on the topic from the following citizen:

- Pat Kelleher, City resident
- Councilmember Goodloe moved to conduct second reading and adoption of Ordinance 4976 amending the 2025/2026 Supplemental Budget. **Motion Approved 7-0**

10. Unfinished Business

11. New Business

- 11.A 2026 City of Ellensburg Legislative Priorities (Public Comment Opportunity)
Heidi Behrends Cerniwey, City Manager, presented amended information on the dais with Council concerning proposed priorities.
The City's lobbyist, Josh Weiss, was present remotely for questions.

Mayor Elliott moved to approve 2026 City of Ellensburg Legislative Priorities in substantially similar form. **Motion Approved 7-0**

12. Miscellaneous

- 12.A Manager's Report (No Public Comment)
The City Manager presented the report. It was suggested to review City Code Chapter 1.88 and work by the DEI Commission, and Council consensus was discussing at a study session the first or second meeting in January 2026.

An Executive Session closed session would last for ten minutes and no action would be taken.

- 12.B Councilmembers' Reports (No Public Comment)
- Councilmember Palmer attended the Law & Justice Council, Yakima Basin Fish & Wildlife and Kittitas County Solid Waste meetings

13. Executive Session

- 13.A CLOSED SESSION - RCW 42.30.140(4)(B) The OPMA does not apply to that portion of a meeting during which the governing body is planning or adopting the strategy or position to be taken by the governing body during the course of any collective bargaining negotiations, or grievance or mediation proceedings, or reviewing the proposals made in the negotiations or proceedings while in progress.

Council recessed to a closed executive session at 10:25 pm and was anticipated to last ten minutes. No action would be taken.

Council reconvened at 10:34 pm

14. Adjournment

Meeting adjourned at 10:34 pm

Mayor

ATTEST:

City Clerk



CITY OF ELLENSBURG

Date of Meeting

Time of Meeting

Place of Meeting

Minutes of City Council, Study Session

December 1, 2025

6:00 PM

Council Chambers

501 North Anderson Street

Ellensburg, WA 98926

And remotely via Zoom

Study Session

Roll Call Present: Sarah Beauchamp, Rich Elliott, Nancy Goodloe, Nancy Lillquist, David Miller, Delano Palmer, Joshua Thompson

Others present in person: City Manager Behrends Cerniwey, City Attorney Horner, City Clerk Leader, Public Works Director Lyyski, Water Resources Manager Springer, Engineering Manager Mayo, Assistant Public Works Director Helgeson, HR Director Young and approximately three members of the public

Others present remotely via Zoom: No members of the public

- A Water System Overview and Update
Heidi Behrends Cerniwey, City Manager, introduced the item. Rebecca Springer, Water Resources Manager, presented information concerning drinking water. Mike Helgeson, Assistant Public Works Director, and Ryan Lyyski, Public Works Director, presented information concerning city wells and reservoirs, and reviewed background of water mains and line breaks.

Council asked questions of staff.

14. Adjournment

Meeting adjourned at 6:45 pm

Mayor

ATTEST:

City Clerk



Meeting Date: December 15, 2025

**City of Ellensburg
City Council Agenda Report**

Agenda Subject: Approval of Special Event Where Alcohol is Served - 2026 Winterhop Brewfest
Submitted by: Brad Case, Parks & Recreation Director
Department: Parks & Recreation

Suggested Motion/Action:

Approve the service of alcohol at Unity Park on January 17, 2026 for the Winterhop Brewfest.

Background/Summary:

Section 6.64.260 of the Ellensburg City Code requires Council approval for any special event at which alcoholic beverages are served, subject to compliance with all the other requirements set forth in the Special Events chapter. The Kittitas County Chamber of Commerce submitted a special event permit for the 22nd Annual Winterhop Brewfest event. There will be a VIP tent at Unity Park where alcohol will be served.

Previous Council Action:

None

Analysis:

Council is being requested to approve the service of alcohol at Unity Park on January 17, 2026, from 12pm-5pm, for the Kittitas County Chamber of Commerce sponsored Winterhop Brewfest. Event organizers have submitted a special event permit application as well as the necessary insurance.

Financial Impact:

None

Budget Adjustment: No

Attachments:

None



Diversity, Equity & Inclusion Commission 2025 Annual Report

Compiled and submitted by Chair Nancy Goodloe, Ellensburg City Council

The Diversity, Equity and Inclusion Commission operates under the authority of Chapter 1.88 of the City Code and is responsible for advising the City Council on diversity, equity and inclusion matters with the mission to support Ellensburg in celebrating a diverse, equitable, and inclusive community that welcomes and is supportive to all residents and visitors because doing so enriches each individual's life and the community's wellbeing and vitality.

Membership

The Diversity, Equity & Inclusion Commission is a nine-member commission of community volunteers. The 2025 membership includes:

- Phil Backlund, term expires 5/31/2026
- Tylenne Carnell (now VACANT), term expires 5/31/2027
- Kande Cleary, term expires 5/31/2026
- Teresa Divine (now VACANT), term expires 5/31/2028
- M. Eliatamby-O'Brien, term expires 5/31/2027
- Amber Hoefer, term expires 5/31/2026
- Alex Mandujano (now VACANT), term expires 5/31/2028
- Serena Turney (now VACANT), term expires 5/31/2026
- Nancy Goodloe, City Council Member & Commission Chair

2025 DEI Commission Report & Accomplishments

Over the past year, the Commission continued its work in the midst of public debate and widespread misinterpretations of what equity efforts seek to achieve in our community. What follows is a summary of the Commission's key highlights and accomplishments from 2025, illustrating the breadth of our work amid these challenges.

Community Engagement & Outreach

- Updated the Commission's Listening Tour policy and pre-session script to strengthen consistency and community trust.
- Hosted four Listening Tours in 2025 in partnership with Central Washington University, the Filipino American Student Association, MEChA, and EQuAl.
- Reached out to organizers of multicultural events in neighboring communities to build relationships and gather ideas for a multicultural event in Ellensburg. Explored options for hosting a Multicultural Day at the Farmers Market or Unity Park; the event did not materialize in 2025 but is still considered for 2026.
- Planned two Community Conversations for 2025; due to community constraints and ongoing controversy, these events did not move forward.
- Continued relationship-building with liaisons at the Ellensburg School District, Ellensburg Downtown Association, and Central Washington University.
- Three Commission members attended the Braver Angels Community Workshop as listeners to hear multiple perspectives from the community. The workshop aimed to identify shared ground regarding DEI-related concerns driving local controversy; the workshop concluded without consensus on the issues discussed.



- Continued partnership with the DEI Commission's community liaisons, including learning about emerging issues in their organizations and offering support and feedback to collectively strengthen community well-being.

Arts, Culture & Inclusivity Initiatives

- Met with the City's Arts & Economic Development Manager to discuss opportunities for Commission involvement in citywide inclusive arts initiatives, and appointed a representative to participate in ongoing planning.
- Commission members served on the Juneteenth Event Subcommittee and attended the celebration.
- Created a grounding statement used at the start of Commission meetings, including definitions of diversity, equity, inclusion, accessibility, and belonging, as well as examples of how Commission work aligns with each principle.

Proclamations & Community Acknowledgements

- Over the past four years, the Commission developed a suite of cultural and heritage proclamations to promote understanding, recognition, and celebration of communities represented in Ellensburg. These proclamations were submitted for inclusion in City Council meeting packets and historically read aloud, often by a member of the honored community. February 18, 2025, in response to some public scrutiny about the DEI Commission, Mayor Rich Elliott announced that these proclamations would no longer be read aloud at City Council meetings. The Commission continued submitting proclamations for the agenda packet despite this change. Proclamations developed and submitted by the Commission include:
 - National Black History Month
 - National Women's History Month & International Women's Day
 - Irish American Heritage Month
 - National Developmental Disabilities Awareness Month
 - Transgender Day of Visibility
 - Asian American, Native Hawaiian & Pacific Islander Heritage Month
 - Jewish American Heritage Month
 - LGBTQ Pride Month
 - Juneteenth Day of Observance
 - Hispanic/Latinx Heritage Month
 - National Disability Employment Awareness Month
 - National Native American Heritage Month
- In 2023, the Commission created additional Recognition Days to be shared on the City's Facebook page, providing opportunities to uplift significant cultural observances and communities in Ellensburg. At the June 2, 2025 City Council meeting, Mayor Elliott announced that only federal holidays would be recognized on the City's Facebook page moving forward. Recognition Days developed by the Commission and their 2025 posting status:
 - Posted: Martin Luther King Jr. Day, Random Acts of Kindness Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Indigenous Peoples' Day/Columbus Day, Veterans Day
 - Not posted: Missing and Murdered Indigenous Women Day, Race Unity Day, International Day of Peace, Día de los Muertos

Policy, Advisory, and Government Engagement

- Provided multiple equity-informed advisory recommendations to City Council, including guidance on the docketed Comprehensive Plan process and other policy issues related to inclusion and community wellbeing.
- Attended City Council meetings to offer public comment and address ongoing public criticisms and misinformation regarding the Commission's work.



- Requested and participated in a joint study session with City Council in June 2025 to clarify the Commission's scope, address widespread misinformation influencing Comprehensive Plan amendment proposals, and support a clearer understanding of the city's DEI values.
- Attended a Planning Commission Study Session to discuss the DEI Commission's recommendations to City Council regarding the Comprehensive Plan – Chapter 9.
- Received a briefing from City staff on the 2025 Comprehensive Plan update process; several Commission members also individually participated in Community Conversations about the future of the Commission and the DEI chapter in the Comprehensive Plan and attended the Community Workshop as listeners as part of the Comprehensive Plan docketing process.
- Submitted a third-option advisory recommendation to the Planning Commission regarding its proposal to City Council; this recommendation was not publicly acknowledged or discussed by the Planning Commission.
- Invested significant time drafting an equity-informed version of Comprehensive Plan Chapter 9, submitted to City Attorney for review, and formally recommended its adoption as part of City Council's review in place of the draft submitted by staff at the December 1st City Council meeting. The Commission held a Special Meeting to prioritize and advance this guidance to Council.

DEI Commission Grants

- Launched the 2025 DEI Commission Grant Cycle, reviewed 6 applications, and awarded \$5,000 in total funding to five community-based projects (approved by City Council). 2025 Grant Recipients included:
 - Valley Voices Choir: Hosted 4 concerts and supported program accommodations for hearing-impaired participants, ASL interpretation at two concerts, and a language coach for a performance in a non-English language. All concerts were open to the public and advertised as such.
 - Kittitas County Recovery Community Organization: Provided Back-to-School supplies to help offset costs for low-income families.
 - Gallery One: Funded Spanish-language youth arts workshops, expanding access for low-income Hispanic/Latinx youth.
 - Ellensburg Ski Team: Provided skiing equipment for local youth who face financial barriers to participation.
 - Juneteenth Celebration: Funded culturally relevant musical performances for the community celebration.

Looking to the Future:

As we reflect on 2025, the Commission underscores its desire to have played a more active advisory role to City Council throughout the year's significant challenges. Our members bring professional expertise in diversity, equity, inclusion, accessibility, and community engagement, areas directly relevant to the issues at hand. We stand ready to support Council in navigating complex community dynamics, particularly when misinformation or heightened tensions arise. Not being consulted during key decision-making moments conveyed, intentionally or not, that our perspectives and expertise were not valued in this process.

While we anticipate changes to our Commission's scope of work in 2026, we hope that one thing does *not* remain consistent: the experience of being sidelined during public controversy about our work and, at times, about us as individuals. We remain committed to service, collaboration, and the well-being of all Ellensburg residents, and we look forward to opportunities for more meaningful partnership with Council in the year ahead.

From: [Rebecca Springer](#)
To: [Gretchen Delaford](#)
Cc: [Jean Marie Linhart](#)
Subject: Jean Marie Linhart - Resignation from the Environmental Commission
Date: Friday, December 5, 2025 2:10:13 PM
Attachments: [Outlook-44agkd3o.png](#)

Hi Gretchen,

I wanted to let you know that Jean Marie Linhart notified us of her resignation from the Environmental Commission at the 11/19 meeting. She is cc'd on this email.

Her effective resignation date will be 12/31/2025. We are thankful for her contributions to the Environmental Commission and wish her all the best in her future endeavors.

Warm regards,

Rebecca Springer

Water Resources Manager | **City of Ellensburg**
501 North Anderson Street | Ellensburg, WA 98926
P. (509) 925-8619
<https://www.ellensburgwa.gov/>





Meeting Date: December 15, 2025
City of Ellensburg
City Council Agenda Report

Agenda Subject: Approve the 2026-2028 Collective Bargaining Agreement with OPEIU Local 8
Submitted by: Lisa Young, HR Director
Department: Human Resources

Suggested Motion/Action:

Approve the 2026-2028 Collective Bargaining Agreement with OPEIU Local 8 and approve the necessary budget adjustments.

Background/Summary:

The current Collective Bargaining Agreement (CBA) with OPEIU Local 8 expires on 12/31/2025. Union and Management representatives have negotiated a successor Agreement, which has been voted and approved by the OPEIU Union membership. The new CBA, once approved by Council, will be effective 01/01/2026 - 12/31/2028.

Previous Council Action:

Council has provided ongoing support for competitive compensation and benefits.

Analysis:

Negotiations began in September of this year and concluded on November 24 when the parties reached a tentative agreement.

The primary changes include:

Wages:

- 3% Cost of Living Adjustment (COLA) each year of the Agreement.
- In 2027 and 2028, if the Pay Resolution for Non-Represented employees provides a COLA that is greater than 3%, the OPEIU employees will receive the same COLA as Non-Represented Employees.
- In 2026 a 6th step will be added to the wage scales, and employees who have been at step 5 in their current position for more than one (1) year will move to step 6 on 01/01/2026.

Other:

- VEBA contribution of \$100 per month per employee, currently \$50 per month.
- An increase in paid bereavement leave days from two (2) to three (3), and the ability for an employee to use bereavement leave for any person the employee was the primary caregiver for.

- Increase the .45 FTE Library employees to .50 FTE.
- Provide shoe allowance for additional positions: Engineering Tech (Field), Engineering Specialist, and Stormwater/Urban Forestry Tech.
- Library/Hal Holmes staff will be eligible for the extra \$1/hour for work hours required between 7:00 PM and 7:00 AM.
- Increase the max vacation carry-over from 192 to 240 hours.
- Add a 5% stipend for qualified Drone/UAV Pilot.
- A defined process for employees to request review of their job description.

Financial Impact:

The total projected cost over three years of the agreement is \$1,619,107 over existing compensation levels. Of that amount, \$1,102,162 is Salary/Wages, and \$516,945 is wage-associated payroll costs such as retirement, FICA, disability insurance, WPFML costs, and additional VEBA contribution.

Of the total three-year cost, approximately \$1,196,520 would be paid by the General Fund. A significant portion of those costs are administrative services and will be reallocated to other funds as part of the City's standard cost allocation process. The total impact on the General Fund over three years is approximately \$640,297.

Budget Adjustment: Yes

Attachments:

1. COE-OPEIU 8 2026-2028 CBA



OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 8

www.opeiu8.org | opeiu8@opeiu8.org | (206) 441-8880 | (800) 600-2433

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF ELLENSBURG

AND

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

**FOR THE PERIOD OF
JANUARY 1, 2026 THROUGH DECEMBER 31, 2028**

COLLECTIVE BARGAINING AGREEMENT
OPEIU LOCAL 8 – CITY OF ELLENSBURG

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COLLECTIVE BARGAINING AGREEMENT

CITY OF ELLENSBURG

THIS AGREEMENT is made and entered into at Ellensburg, Washington, for the January 1, 2026 – December 31, 2028 contract term, by and between the CITY OF ELLENSBURG, WASHINGTON, hereinafter referred to as the EMPLOYER and OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL NO. 8, AFL-CIO, hereinafter referred to as the UNION, for the purpose of fixing the rates of pay, hours of work and other conditions of employment between the Employer and the Union, and to clearly define mutual obligations between the parties hereto.

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

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

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

ARTICLE 1 – RECOGNITION

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

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

ARTICLE 2 – PRODUCTIVITY

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

ARTICLE 3 – NON-DISCRIMINATION

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

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

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

ARTICLE 4 – UNION SECURITY

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

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

Section 4.3 The Employer also agrees to make flat amount payroll deductions for individual employees who voluntarily execute an OPEIU Local 8 PAC Check-off Authorization form: provided however, such Authorization form may be revised not more than once annually. Such dues and deductions shall be transmitted to the Office and Professional Employees' International Union Local No. 8. The Union agrees to indemnify, defend, and hold harmless the Employer from and against any and all loss or damage, claims, demands, suits, judgments or other forms of liability arising from the operation of this section. It is agreed that neither any

employee nor the Union shall have any claims against the Employer for any deductions made or not made unless a claim of error is made in writing to the Employer within forty-five (45) calendar days after the date such deductions were or should have been made.

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

ARTICLE 5 – UNION BUSINESS

Section 5.1 The members of the Union Negotiating Committee, no more than four (4) in number, shall be granted leave from duty without any loss of pay for all meetings between the Employer and the Union for the purpose of negotiating the terms of a contract, when such meetings take place at a time during which any such members are scheduled to be on duty. The four (4) shall include any combination of representatives from City Hall, Police, Parks & Recreation, and/or the Library/HHCC.

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

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

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

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

ARTICLE 6 – MANAGEMENT RIGHTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 7 – WORKING RULES

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

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

ARTICLE 8 – WORK SCHEDULE, OVERTIME, AND REMOTE WORK

Section 8.1 WORK SCHEDULE.

Section 8.1(a) The regular hours of work shall be between 7:00 a.m. and 6:00 p.m., not to exceed forty (40) hours in any one (1) week. Upon notification to the Union and agreement of the involved employees, the Employer may implement an alternative work schedule. The regular workweek shall be Monday through Friday, except those bargaining unit positions which historically have been scheduled to work on Saturdays

and/or Sundays, including but not limited to part-time Code Enforcement position, and positions responsible for weekend activities and programs offered by the Parks and Recreation Department where the Department's employee has agreed to an adjusted workweek.

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

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

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

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

Section 8.1(e) Part-time employees are employees who work less than an aggregate of forty (40) hours per week. Qualified part-time employees shall first be asked to work any extra hours in order to meet holiday, sick, and vacation coverage demands. When additional hours of work are available, current qualified regular part-time employees shall be considered for the hours before substitute are utilized. In the event more than one current employee is available and qualified for any additional hours, the senior employee shall have preference.

Any hours worked over the employee's established FTE do not qualify the employee for additional benefits unless required by law (i.e., health, welfare, insurance, holidays, or employee choice days). Employees with a designated FTE lower than 0.75 shall not work more than twenty-nine (29) hours in any workweek if doing so would result in the employee working in excess of one hundred twenty (120) hours in a calendar month, unless prior approval is obtained from their Director.

Part-time employees will be considered for any extra hours before additional employees are hired in the same classification.

Under the provisions of **ARTICLE 6 - MANAGEMENT RIGHTS**, the Employer reserves the right to determine the hours of work for bargaining unit positions.

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

Section 8.2. OVERTIME.

Section 8.2(a) All authorized work performed beyond the normal workday of at least eight (8) or more hours per day shall be paid for at the rate of one and one-half ($1\frac{1}{2}$) times the regular straight time hourly rate of pay, except for bargaining unit positions responsible for activities and programs offered by the Parks & Recreation Department where the department's employee has agreed to work in excess of eight (8) hours in one day. If said employee has not agreed, but has nevertheless been directed by their supervisor, to work over eight (8) hours in one day they shall be paid at the rate of one and one-half times the regular straight time hourly rate of pay. For employees assigned to an alternative work schedule of four (4) ten (10) hour days, the applicable overtime rate shall apply for all authorized work performed in excess of ten (10) hours per day.

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

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

Section 8.2(c) Authorized work performed by a regular full-time employee on the employee's regular day(s) off shall be compensated at the rate of one and one-half ($1\frac{1}{2}$) times the regular hourly rate of pay. Employees authorized to work on a holiday shall be paid at a rate of one and one-half ($1\frac{1}{2}$) times the regular hourly rate of pay. Holiday pay shall be paid in addition to any pay for hours worked on a holiday.

Section 8.2(d) Should an employee be called in to work on a scheduled day off or

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

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

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

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

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

ARTICLE 9 – SENIORITY

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

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

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

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

Section 9.1(d) In cases where two (2) or more employees start to work on the same day, the date of application for employment shall establish priority of position on the seniority list.

Section 9.2 SENIORITY PRIORITY FOR PROMOTIONAL CONSIDERATION.

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

3 shall be used:

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

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

Factor No. 3 - Length of service within classification.

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

Section 9.3 BREAKS IN SENIORITY.

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

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

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

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

ARTICLE 10 – JOB DESCRIPTIONS

Section 10.1 The Employer agrees to establish, through mutual agreement with the Union, a job description for each covered position. A copy of such job description shall be provided to each covered employee and the Union.

Section 10.2 JOB DESCRIPTION REVIEW.

The Union and Employer agree that a job description is not all-inclusive; it is intended to provide an overview of the duties and scope, but will not include every possible duty that could be assigned.

An employee may request that their job description be reviewed to determine if the job description is up to date and whether the position is properly classified. The request shall be submitted in writing to the Human Resources Office and shall include a written explanation

detailing the request. The Human Resources Office response shall be communicated in writing within sixty (60) calendar days. If the employee is not satisfied, the employee and the Union may appeal the decision. A meeting shall be held within thirty (30) calendar days with Human Resources, the Director, the employee, the employee's supervisor (if applicable) and the Union Representative and/or Union-designated Shop Steward, to review the request. The Employer shall submit a decision in writing, within forty-five (45) calendar days of the meeting.

If denied, the Employer's decision shall specifically outline the reason for denial, and the decision shall not be subject to the grievance procedure. If approved, any wage adjustment that may be appropriate as a result of the classification review will be applied to the first date of the next pay cycle (1st or 16th) following the Employer's decision. Timelines may be extended by mutual agreement.

ARTICLE 11 – VACANCIES, HIRING, PROMOTIONS AND DOWNGRADES

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

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

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

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

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

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

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

Section 11.2 TRIAL PERIOD.

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

Section 11.2(b) TRANSFERS.

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

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

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

Section 11.3 COMPENSATION.

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

Section 11.3(b) TRANSFERS.

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

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

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

Section 11.4 DOWNGRADES.

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

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

ARTICLE 12 – EMPLOYEE PERFORMANCE REVIEWS

Section 12.1 ANNIVERSARY DATE, EMPLOYEE PERFORMANCE REVIEW.

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

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

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

ARTICLE 13 – DISCIPLINE AND TERMINATION

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

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

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

Section 13.4 A uniform notice system shall be used for poor work performance, or violations of Employer rules, regulations, and procedures. The notice system may include: coaching, documented verbal warnings, written reprimands, suspension without pay; demotion; or discharge. Normally, not less than one (1) written reprimand shall have been given to an

employee prior to suspension for work performance reasons. Prior to discharge for work performance reasons, normally no less than three (3) written reprimands shall have been given to the employee. The latter total of three (3) shall include any which were given prior to suspension(s).

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

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

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

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

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

ARTICLE 14 – GRIEVANCE PROCEDURE

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

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

Section 14.3 SPECIAL PROVISIONS.

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

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

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

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

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

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

Section 14.4 PROCEDURE.

Step 1 - Written Grievance to Immediate Supervisor.

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

The written grievance shall:

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

The employee and the steward or union representative shall meet with the immediate supervisor within five (5) working days of the supervisor's receipt of the grievance. The Supervisor and the Union shop steward or designee shall meet with the subject employee and make such investigation as deemed necessary.

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

Step 2 - Written Grievance to Department Director.

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

Step 3 - Grievance Appealed to City Manager.

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

Union Representative within fourteen (14) calendar days from receipt of the grievance.

Step 4 - Mediation.

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

Step 5 - Grievance Appealed to Arbitration.

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

- a. A request for arbitration shall be in writing and shall be submitted to the other party within fourteen (14) calendar days following the close of mediation or notification by a party that it will not agree to mediation. Said appeal shall identify the previously filed grievance and set forth the issue(s) which the moving party seeks to have arbitrated.
- b. An arbitrator may be selected by mutual agreement of the parties. In the event the parties cannot agree on the selection of an arbitrator within ten (10) calendar days, a joint request shall be made to the State PERC for a list of nine (9) arbitrators. Selection shall be made by alternate striking with the party filing the grievance striking first.
- c. The arbitrator shall not have the power to amend, modify, alter, or subtract from this Agreement or any provision thereof.
- d. The arbitration hearing shall be convened as soon as practicable after the selection process is completed.
- e. The parties agree that the decision of the arbitrator shall be final and binding and implemented within thirty (30) days following the rendering of the decision unless otherwise ordered by the arbitrator.
- f. The cost of the arbitration shall be borne equally by the parties. Each party shall bear the cost for the preparation and presentation of its own case.

ARTICLE 15 – VACATION

Section 15.1 Vacations shall be earned as follows:

<u>Years Completed</u>	<u>Earned Per Month</u>	<u>Earned Each Year</u>
1 – 3 years inclusive	1 day (8 hrs.)	12 working days
4 – 8 years inclusive	1 ¼ days (10 hrs.)	15 working days
9 – 14 years inclusive	1 ½ days (12 hrs.)	18 working days
15 – 19 years inclusive	1 ¾ days (14 hrs.)	21 working days
20 – 24 years inclusive	2 days (16 hrs.)	24 working days
25 years and over	2 ½ days (20 hrs.)	30 working days

Section 15.2 All employees shall be encouraged to take vacation time as it accrues each year. Employees may carry over up to 240 hours (30 days) of vacation accrued from the previous year. These accrued hours must be used during the first year after carry over or will be lost on the 31st day of December. All requests for vacation must be approved, in writing, by the appropriate Department Director, or their designated representative, prior to the commencement of the requested vacation. Any denial of requested vacation must be a determination made in good faith and all reasonable efforts shall be pursued to reschedule the requested vacation prior to the end of the year. Holidays occurring during a vacation shall not be counted as a day of vacation.

*starting with leave accrued in 2026 carried to 2027

Section 15.3 No vacation may be taken during the trial period of employment unless it has been earned and its use has been approved in writing by the appropriate Department Director. Newly promoted or transferred employees shall be immediately eligible to use all previously earned and approved vacation leave.

Section 15.4 On termination of employment, employees shall be paid for no more than 240 hours of accrued and unused vacation upon termination.

Section 15.5 Covered employees working less than full-time shall receive the same vacation benefits as other full-time employees except on a prorated basis calculated on all hours compensated per month.

Section 15.5(a) Prorated annual vacation allowance may be used only when the employee has completed five (5) consecutive months of service. Vacation leave may be used in one quarter (.25) hour increments upon approval of the Department Director. Upon exhausting sick leave, an employee may use accrued vacation during periods of illness.

Section 15.6 Vacation leave requests of over thirty-two (32) hours should be submitted a minimum of two (2) weeks prior to taking vacation leave. A supervisor may deny a request for vacation leave usage because of work demands or may cancel vacation leave in case of an emergency unless the vacation leave is protected by the WPSL or other leave law. Any disputes regarding vacation leave usage may be informally taken to the Department Director, and their determination shall be final.

ARTICLE 16 – SICK AND OTHER LEAVES

Section 16.1 ACCUMULATION OF SICK LEAVE.

Section 16.1(a) Sick leave will be earned at a rate of one (1) day (eight (8) hours) per month. There is no limit on the number of hours that may be accrued.

Section 16.1(b) Covered employees working less than full-time shall receive the same sick leave benefits as other full-time employees except on a prorated basis calculated on all hours compensated per month.

Section 16.1(c) No employee shall, by this Agreement, lose any sick leave accrued prior to the effective date of this Agreement.

Section 16.1(d) Covered employees shall earn no sick leave in the event the employee is absent for a period longer than thirty (30) days, except as provided in Section 16.5(b), and when an employee is on paid leave under Section 16.6.

Section 16.2 USE OF SICK LEAVE.

Section 16.2(a) All full-time and regular part-time employees covered by this Agreement shall be entitled to sick leave at the employee's regular rate of pay when they are incapacitated from the performance of their duties by reason of sickness or injury, or if due to exposure to contagious diseases, the employee would jeopardize the health of others at the workplace. An employee may use sick leave to care for a family member in the event of illness or injury as defined and in accordance with the requirements of state and federal law. Planned sick leave shall be requested in writing, which will not be unreasonably denied by the Employer. In order to receive compensation while absent on sick leave, the employee or someone on the employee's behalf, must notify the employee's immediate supervisor or Department Director prior to the absence. The Employer may require a written statement from a medical doctor to validate a claim for sick leave if the illness/injury exceeds three (3) consecutive work days or if abuse of sick leave is suspected.

Section 16.2(b) SICK LEAVE ON VACATION. Whenever an employee is utilizing paid vacation and becomes injured or ill during that period, the employee may charge such absence to their sick leave by sending prompt notice of sickness or injury to the Department Director. Remaining vacation shall then be deferred, and loss of that vacation time shall not occur. The Employer may require a written statement from a medical doctor to validate a claim for sick leave during a period of vacation.

Section 16.2(c) The Employer reserves the right to require a covered employee to submit to a physical examination by an Employer-approved physician at the Employer's expense.

Section 16.2(d) Employees may voluntarily donate their accrued sick leave in accordance with Employer Policy. Such donation of sick leave shall not be considered personal usage.

Section 16.3 SICK LEAVE PAYMENT UPON TERMINATION. Employees covered by the terms of this contract shall not accrue any sick leave for the purposes of payment upon termination.

Section 16.4 BEREAVEMENT LEAVE. In the event of an immediate family member's death or the death of someone for whom the employee was the primary caregiver, the employee shall be granted a maximum of five (5) working days leave of absence. The first three (3) days shall be without loss of pay. The last two (2) days shall be charged against the employee's accrued sick leave. Additional bereavement leave beyond five (5) working days may be authorized by the City Manager. The Employer may request documentation showing the employee was the primary caregiver.

Section 16.5 INDUSTRIAL ACCIDENT LEAVE.

Section 16.5(a) Any employee covered by this Agreement who sustains a job-related injury or illness while performing their regular job and is unable to return to work for more than three (3) days, may be granted leave under the Family Medical Leave Act (FMLA). While the employee is absent from work the employee will be paid available accrued leave. If the job-related injury/illness requires the employee to be absent from work for more than three (3) consecutive days, State Industrial Insurance (Worker's Compensation) will begin to pay time loss compensation. This compensation varies according to a set formula based on marital status and number of dependents.

An employee may use sick leave or paid vacation and receive worker's compensation at the same time. If the employee chooses, they may use the time loss payment from worker's compensation to voluntarily "buy back" the sick leave or paid vacation previously deducted from their accruals. Compensatory time cannot be bought back. Since worker's compensation only pays a percentage of full wages, an employee can only "buy back" a percentage of the leave their buy back sum represents. Generally, the employee will not suffer an income loss while receiving worker 's compensation benefits so long as the employee has a paid leave balance available to supplement the difference between state benefits and compensation for normal working hours.

When an employee wishes to "buy back" utilized sick leave or paid vacation to cover a work-related injury or illness, they must turn the check over to payroll within two (2) weeks of the check date. Requests to "buy back" leave that was used more than two (2) months prior to the check date will not be honored. Based upon the employee's hourly rate and the amount of worker's compensation time loss received, payroll will determine the amount of leave to be bought back. Payroll will notify an employee when all available sick leave and/or vacation leave has been used. Once sick leave or other forms of accrued leave are exhausted, an employee who remains on workers compensation will keep worker's compensation time loss payments until they are able

to return to work or the employee's condition can no longer be accommodated through medical leave or light duty options.

Section 16.5(a)(1) Should the Department of Labor and Industries move to electronic payment of time loss funds, the voluntary "buy back" program will be re-evaluated.

Section 16.5(b) During the period of time which an employee is on a leave of absence resulting from an industrial injury sustained while in the course of employment or arising out of employment with the Employer, the employee shall accrue service credit for the purpose of promotions, wage tenure increases and fringe benefit increases. Upon completion of eighteen (18) months of employment, regular full-time and part-time employees on a leave of absence due to an industrial injury shall continue to receive all Employer paid Health, Welfare, and Insurance Benefits as a regular employee until the employee returns to their regular job assignment or has been declared by the State Industrial Board to be permanently disabled.

Section 16.6 LEAVE LAWS. The Employer and the Union recognize the applicability to this Agreement of all federal and state laws related to protected leave for employees to care for themselves and/or their families. This includes but is not limited to: Industrial Insurance, the Washington Paid Family & Medical Leave Act, the Federal Family and Medical Leave Act of 1993, the Americans with Disabilities Act, Washington Law Against Discrimination, Military Leave requirements, etc. The Employer will comply fully with these Acts, and an employee may take leave as is provided by them and/or by this Agreement.

ARTICLE 17 – HOLIDAYS

Section 17.1 The following days shall be designated as legal holidays and shall be granted with no reduction in salary:

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

The Employee Choice Days may be taken within a calendar year period only when a two (2) week written notice is presented to the Department Director. If the request is denied, a mutually agreeable date should be selected at that time.

An employee shall be able to take their Employee Choice Day hours as of January 1 of each year. A total of eligible hours shall be kept and if an employee used too many Employee Choice Hours as of December 31, they shall reimburse the Employer any applicable hours through vacation or other available benefit hours or days. If none, and upon termination, reimbursement shall be deducted from the employee's final paycheck.

Section 17.1(a) Covered employees working less than full-time shall receive the same Employee Choice Days as other full-time employees except on a prorated basis calculated on an employee's full-time equivalency (FTE).

Section 17.2 An employee authorized by their supervisor in advance to work on a legal holiday shall receive one and one-half (1 ½) times the regular hourly rate of pay for the hours actually worked. Holiday pay shall be in addition to any pay for hours worked on a holiday.

Section 17.3 If any of the aforementioned holidays fall on Saturday, the holiday will be observed the preceding Friday. If the holiday falls on Sunday, the following Monday shall be considered the observed holiday. Whenever a legal holiday is observed on a day which is an employee's normal day off, the affected employee shall observe the holiday within thirty (30) calendar days following the date the holiday is actually observed by the Employer. Requests for holiday observance shall be in writing. If the Employer denies a request for a particular date, a mutually agreeable date should be selected at that time.

Section 17.4 In the event a holiday honored under this Agreement falls during an employee's vacation, such employee shall be granted the holiday and not be required to use vacation for the day for which the holiday is granted.

Section 17.5 The employee shall lose holiday pay for any unauthorized unreported absence immediately before or immediately after a holiday. An employee chosen to work on a paid holiday must work as requested on this day or they shall forfeit all holiday pay. The Employer shall endeavor to provide the employee with written notification one (1) week prior to scheduling such employee for holiday work.

Section 17.6 Covered employees working less than full-time shall receive holiday benefits on a pro-rata basis according to the FTE assigned to their position as of the day of the holiday.

Section 17.7 If the City closes offices without officially recognizing a holiday, employees will have the option to either: work (with management approval), use of vacation leave, or take leave without pay.

ARTICLE 18 – TRAINING AND PROFESSIONAL DEVELOPMENT

Section 18.1 The Employer recognizes the importance of training and continuing education in maintaining a skilled and knowledgeable workforce. To that end, the Employer is committed to supporting employee growth by providing or approving opportunities for professional development that enhance job-related skills, support career advancement or promote organizational effectiveness when possible.

Employees may request to attend relevant trainings, workshops, conferences, or other development opportunities. Requests will be reviewed fairly. Such requests may include reimbursement for registration fees, travel costs, and time spent participating, subject to prior approval by the Employer.

The Employer will make a good faith effort to identify, share, and provide equitable access to professional development opportunities and to provide internal or external training as appropriate to support job performance and legal or regulatory compliance.

Section 18.2 Training periods may be conducted during and/or after regular working hours.

ARTICLE 19 – TECHNOLOGICAL CHANGES

Section 19.1 When the Employer makes such technological changes as it deems necessary, such as, but not limited to, the introduction of automated office machinery, it will notify the Union prior to such change and implementation and explain the nature and effect of such changes and job classifications affected.

Section 19.2 The Employer agrees to offer the new position(s) created by introduction of such technological changes to present employees who are displaced by such changes and who are qualified at the time of change-over to fill these positions before hiring from the outside market.

Section 19.3 The Employer agrees to institute a training program for those employees who are displaced by the introduction of such technological changes and who wish to accept employment in these automated positions. However, such employees must meet the reasonable and consistent requirements established by the Employer for such positions. Displaced persons shall receive first consideration for the positions. The Employer will determine at the end of a period of sixty (60) working days of such training whether an employee is qualified for a regular appointment to an automated position. Should any question arise regarding the employee's qualifications in this instance, the matter shall be subject to the Grievance Procedure.

ARTICLE 20 – LAYOFF-RECALL PROCEDURES

Section 20.1 LAYOFF PROCEDURE.

Section 20.1(a) No layoffs or reductions in staff shall occur when contract personnel are being utilized (for example, employees furnished by Kelly Services, Manpower, or similar agencies).

Section 20.1(b) In the event of a layoff or a reduction in staff, the Employer shall first notify the Union of the nature and extent thereof, then make such layoff or reduction in staff in the manner provided below.

Section 20.1(b)(1) The employee with the least amount of seniority within an affected classification as determined by the Employer shall be the first laid off. If the affected employee is not the least senior member of the bargaining unit, the Employer shall place the employee in a vacant job classification within the bargaining unit deemed appropriate by the Employer provided they can perform the job and possess any required certifications, or possess the basic skills to perform the job and obtain any required certification within one

hundred and eighty (180) days of the employee's transfer into the new position. This process shall continue at the Employer's discretion until the least senior employee within the job classification is laid off.

Section 20.1(b)(2) Any covered employee of the Library who is laid off from work as a result of a layoff action will be given the opportunity to fill-in the hours of any part-time personnel in the Library; provided that, the required scheduling of temporary hours can still meet the needs of the Library.

Section 20.1(b)(3) Each affected employee shall be given at least ten (10) working days' written notice of a reduction in force or layoff and each employee shall give the Employer at least ten (10) working days' written notice prior to leaving City employment.

This shall not apply to dismissals for just cause carried out under the terms of this Agreement.

Section 20.1(b)(4) A reduction in the number of hours of work available to any employee shall not be the subject of any provisions in this layoff section unless such reduction results in an employee working less than twenty-five (25) hours per week. Any reduction of hours shall occur by seniority within the affected department.

Section 20.2 RECALL PROCEDURE.

Section 20.2(a) The Employer shall not hire from the open market to fill vacancies in the bargaining unit while qualified employees on the recall list are willing to be re-employed. The Human Resources Director shall place the names of the employees laid off on an eligibility list for recall. An employee shall remain active for one (1) year.

Employees on this list shall receive the first offer of re-employment for vacancies in their previous job position.

Section 20.2(b) The last employee laid off from a job will be the first recalled subject to **ARTICLE 9 - SENIORITY**.

Section 20.2(c) The names on the recall list will be removed by Management in accordance with **ARTICLE 9 - SENIORITY**, Sections 9.3(b) and 9.3(c).

Section 20.2(d) An employee recalled and reinstated to their former position or to another comparable position shall receive the prevailing contractual rate.

Section 20.2(e) Any notice of reemployment to an employee who has been laid off shall be made by certified mail, return receipt requested. Any employee who fails to report for work within two (2) weeks from the date the employee receives written notice of the opening shall forfeit all reemployment rights.

ARTICLE 21 – CONTINUATION OF WORK AND LOCKOUTS

Section 21.1 The Union agrees that there shall be no strikes, work stoppage or work slowdown during the term of this Agreement.

Section 21.2 The Employer agrees that it shall not lock out its employees. In the case of a legal picket line established by another Union in a strike, the Employer shall not require members of the bargaining unit to cross the picket line or to perform work normally performed by these other employees. It is further understood and agreed that refusal by a bargaining unit employee to go through a legal picket line shall not constitute a violation of this Agreement, nor shall such refusal be cause for discharge or disciplinary action of any kind.

Section 21.3 The Union shall not cause or condone any work stoppage, slowdown, refusal to perform customarily assigned duties, and sick leave absences which are not bona fide during the term of this Agreement, and if any such occur, the Union agrees to take appropriate action to end such interference.

ARTICLE 22 – COMPENSATION SCHEDULE

Section 22.1 The Employer shall pay each full-time employee at least twice monthly.

Section 22.2 If a designated payday falls on a Saturday, Sunday or holiday, the paycheck for that payday shall be ready for each employee on the preceding business day.

Section 22.3 Any errors in any employee's pay shall be corrected on the next semi-monthly paycheck, provided said error(s) are reported by the employee at least five (5) business days prior to issuance of the next check. Said reporting deadline is designed to allow processing time and failure to meet it will not result in forfeiture of an employee's right to claim an adjustment at a later date.

ARTICLE 23 – WAGE SCHEDULE

Section 23.1 Effective January 1, 2026, employees' pay rates and the wage schedule for the bargaining unit shown in Appendix "A" shall be increased by three percent (3%) Cost of Living Adjustment (COLA). In addition, a 6th step will be added to the pay scale, maintaining the same structure of 5% between steps. Employees who have been at step 5 in their current position for a period of one calendar year or more will move to step 6 as of 1/1/26 (other employees will continue to progress to the next step based on their position anniversary date).

Effective January 1, 2027, employees' pay rates and the wage schedule for the bargaining unit shown in Appendix "A" shall be increased by three percent (3%), or the same COLA percentage authorized for Non-Represented employees in the Pay Resolution for the 2027 fiscal year, if more than three percent (3%).

Effective January 1, 2028, employees' pay rates and the wage schedule for the bargaining unit shown in Appendix "A" shall be increased by three percent (3%), or the same COLA

percentage authorized for Non-Represented employees in the Pay Resolution for the 2028 fiscal year, if more than three percent (3%).

Section 23.2 Bargaining unit employees shall receive an additional fifty dollars (\$50) per month so long as they are responsible for the tagging of the residences of delinquent customers.

Section 23.3 The following positions shall receive an allowance of one hundred fifty dollars (\$150) for the replacement of one (1) pair of work shoes per calendar year: Engineering Specialist, Engineering Tech (Field), Stormwater/Urban Forestry Tech, Senior Meter Reader, HHCC Office Manager, and HHCC Facilities Assistant.

Section 23.4 Regular employees approved to use a personal vehicle for Employer business shall be compensated at the prevailing Employer (IRS) rate.

Section 23.5 A premium of one dollar (\$1.00) per hour shall be paid to all employees for hours worked between 7:00 p.m. and 7:00 a.m. of any working day when the hours worked fall outside of the employee's regular work hours and the employee is not working on a callout or overtime basis.

Section 23.6 DRONE/UAV PILOT PREMIUM PAY. Employees who are asked by the Employer to operate Unmanned Aerial Vehicles, also known as drones, as part of their regularly ass job duties shall receive a premium of five percent (5%) above their regular rate of pay. The employee must be qualified and hold the valid certification required.

Section 23.7 WORK IN A HIGHER PAY CLASSIFICATION. An Employee who is temporarily assigned, in writing by their Department Director or designee, to perform work in a higher pay classification shall receive the starting pay level of such classification for all time so assigned: provided however, that in order to receive such higher pay, the employee must have been assigned to and have adequately performed the essential duties and responsibilities of the higher classification for a period of five (5) or more consecutive days. The referenced five (5) days shall relate to consecutive workdays for each separate and specific instance or work project. If the starting pay level of the higher pay position is lower than the employee's pay level in their regular position, the employee shall be compensated at the higher classification's next pay level above the employee's regular pay level.

ARTICLE 24 – JURY DUTY AND WITNESS PAY

Section 24.1 The Employer shall grant a leave of absence with pay to any employee for any of the following reasons:

- (a) To serve on a Federal, Superior, Municipal or District Court jury.
- (b) To serve as a witness in Federal, Superior, Municipal or District Court in a civil or criminal case involving the Employer or in connection with the employee's official duties.

Section 24.2 Pay during the above types of leave shall be at the employee's regular straight-time salary less any amount received by the employee as compensation for the jury or witness duty performed.

ARTICLE 25 – CLOTHING

The Employer shall pay for the cost of all equipment and clothing required for a particular job if the equipment and clothing is required, unique, and peculiar to that job. The Employer and the Union agree that footwear should be provided to the Code Enforcement and Animal Control Officers; the footwear will be selected by the Employer as part of the officers' uniforms. Although the equipment or clothing shall be issued to the affected employees, ownership shall remain with the Employer, and the employee shall return the equipment or clothing to the Employer upon separation from service. Use of Employer-purchased equipment and clothing should be confined to on-duty hours; provided, however, an employee may wear Employer-purchased clothing while in transit directly to and from work.

ARTICLE 26 – HEALTH, WELFARE, AND INSURANCE

Section 26.1 The Employer agrees to continue pre-existing benefits applicable to the employees of the coverage group according to the enrollment requirements in each of the respective policy contracts. The Employer will provide qualifying bargaining unit members with health insurance coverage under the same insurance plan provided non-represented City employees, with premiums paid at ninety percent (90%) Employer's expense. The employees shall, by payroll deduction, pay that portion of the premiums not paid by the Employer. The Employer retains the right to select the carriers for any and all of the following coverages, provided employee benefits are not materially reduced. Any future change in insurance carriers or plans which will result in a material change of benefits will be negotiated prior to implementation.

Section 26.2 Part-time employees shall be eligible for enrollment in the Employer's insurance group coverage program, provided they work a minimum of twenty-five (25) hours per week, and such employees who meet the enrollment requirements and who work a minimum of twenty-five (25) hours per week shall be provided \$25,000 life insurance through the Employer's Group Life Insurance Program.

Section 26.2(a) Regular part-time employees who work less than twenty-five (25) hours per week are ineligible for the health insurance benefits provided in this Agreement; they shall receive two-hundred dollars (\$200.00) differential per month.

Section 26.3 Claims shall be made and processed under normal insurance company procedures.

Section 26.4 The Employer agrees to provide dental and vision insurance benefits for each regular full-time employee and their dependents.

Such dental benefits shall be provided through a group coverage dental plan. The Employer agrees to pay for such dental and vision insurance coverage, subject to the same Employer cost limitations and employee deduction provisions set forth in Section 26.1 above.

Covered part-time employees shall be eligible for enrollment in said plan provided a minimum of twenty-five (25) hours are worked per week.

Section 26.5 If the Patient Protection and Affordable Care Act materially affects insurance benefits and/or premium amounts provided by this Article, the Employer and the Union shall meet to negotiate the impact(s) of such insurance benefits and premiums so affected.

Section 26.6 Full-time and part-time employees who work a minimum of twenty (20) hours per week, may participate in the Flexible Spending Accounts (FSA's) offered by the Employer for Medical and Daycare expenses.

Section 26.7 HRA VEBA. The City will maintain a Health Reimbursement Arrangement (HRA) VEBA plan to recognize OPEIU Local 8 as a collective bargaining GROUP ("Group"). Each benefit-eligible bargaining unit member shall be a member of the OPEIU VEBA Group and will have an individual VEBA account. The Employer will contribute one hundred dollars (\$100) per month into each VEBA account (\$50 per pay period).

ARTICLE 27 – RETIREMENT PLAN

Section 27.1 Employees shall be covered by the Public Employees Retirement System (PERS) or its successor as hereinafter provided based on full salary contributions matched by the Employer at the rate established by state statutes.

Section 27.2 An employee may also participate in any voluntary deferred compensation plan made available by the Employer.

ARTICLE 28 – WORKPLACE SAFETY

The Employer and the Union are committed to maintaining a safe, healthy, and secure work environment for all employees. To that end, the parties agree to work together to identify, prevent, and address occupational health and safety hazards.

The Employer will comply with all applicable federal, state, and local occupational health and safety laws and will make necessary provisions to ensure a high standard of health and safety in the workplace. This includes providing required job-specific personal protective equipment, safety devices, and training at no cost to employees.

Employees have the right to report health and safety concerns without fear of retaliation.

ARTICLE 29 – LABOR MANAGEMENT COMMITTEE

The Employer and the Union will establish a single joint Labor/Management Committee, which will meet at least every four (4) months, and will be scheduled so as to minimize the

interruption to the Employer's operations to the extent possible. The purpose of the Committee is to foster improved communication between the Employer and the employees. The function of the committee will be advisory. Except as otherwise agreed by the parties, the committee shall include three (3) bargaining unit members and one (1) Union Staff Representative or Business Agent, and not more than four (4) management representatives. Any member of the committee may recommend issues to be discussed. Topics for the agenda will be shared at least one (1) week before the meeting. Employee Committee members and any mutually agreed upon employee will be paid when they attend Labor/Management Committee Meetings during their scheduled work time.

ARTICLE 30 – CONFLICT OF CONTRACT WITH RESOLUTIONS OR ORDINANCES

The parties agree that the intention of this Agreement shall be consistent with the personnel-related resolutions and City of Ellensburg ordinances, and where it is found that provisions of this Agreement are in conflict, that the language of this Agreement shall prevail as to the employees covered thereunder.

ARTICLE 31 – CIVIL SERVICE RULES AND REGULATIONS

The Employer shall notify the Union, and provide a copy, of any changes to the Civil Service Rules and Regulations as they relate to bargaining unit employees.

ARTICLE 32 – DEFINITIONS

Section 32.1 The following definitions are applicable in the interpretation and administration of the specific provisions of this Agreement.

Section 32.1(a) FULL-TIME EMPLOYEE. Any employee covered by this Agreement who is scheduled to work a full forty (40) hours per week.

Section 32.1(b) REGULAR PART-TIME EMPLOYEE. Any employee covered by this Agreement who is scheduled to work twenty (20) or more hours but less than forty (40) hours per week.

Section 32.1(c) TRIAL PERIOD EMPLOYEE. Any employee who is serving an initial trial period in a budgeted position, including transferred employees. During the designated term, the employee must satisfactorily demonstrate the knowledge, skill, and ability to perform the required duties of the position.

Section 32.1(d) TEMPORARY EMPLOYEE. Any employee who is employed by the Employer for less than four (4) months.

Section 32.1(e) IMMEDIATE FAMILY. Includes the following: spouse; Washington State Domestic Partnership; parent (including biological, adopted, foster, step, legal guardian, in loco parentis and de facto); child (regardless of age); brother or sister; mother or father-in-law; son or daughter-in-law; grandparent;

grandchild; or any relative who lives in the employee's home. An individual is considered a relative whether related by blood, marriage, or adoption.

Section 32.1(f) DIVISION. Specialized areas within a department. For example, in the Energy Services Department, Light, and Gas are different divisions; in Parks and Recreation there are different divisions by facility: Pool, Youth Center, Adult Activity Center.

Section 32.1(g) HIGHER CLASSIFICATION. Higher classification is typically identified by one or more of the following: a higher wage scale, more advanced minimum qualifications (education, specialized training, work history, and other pertinent knowledge, skills, and abilities), a higher level of responsibility.

ARTICLE 33 – DURATION

Section 33.1 This Agreement shall be in effect from January 1, 2026 through December 31, 2028. In order to re-open negotiations for succeeding years, either party may give notice of intent not more than one-hundred and twenty (120) nor less than ninety (90) days prior to December 31, 2028.

Section 33.2 Without giving written notice of termination, this Agreement shall be subject to such changes or modifications as shall be mutually agreed upon by the parties hereto. Any changes or amendments to this Agreement shall be in writing and duly executed by the parties hereto.

ARTICLE 34 – SEPARABILITY CLAUSE

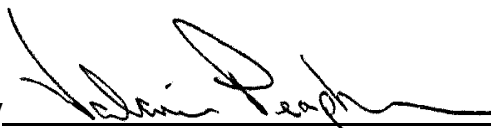
In the event that any provision of this Agreement shall be determined to be illegal or in violation of any Federal or State law or regulation, whether by judicial or administrative determination, that portion of the contract shall be deemed excised from this Agreement and all other positions, unless dependent upon the excised portion, shall remain in full force and effect. The parties shall immediately enter into negotiations for the purpose of achieving replacement language for the excised portion.

ARTICLE 35 – EMBODIMENT

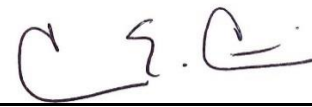
The Employer and the Union acknowledge that each party has had ample opportunity to submit proposals and negotiate over wages, hours and working conditions and any subject matter not removed from the collective bargaining process by law. The parties further agree that negotiations will not be reopened on any item during the life of this Agreement except as otherwise provided herein or by mutual consent.

EXECUTED in Ellensburg, Washington this 15th day of December 2025.

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

By  _____

Valarie Peaphon
Director of Contract Negotiations

By  _____

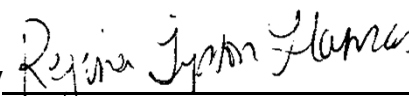
Corinne Cosentino
Business Manager

By  _____

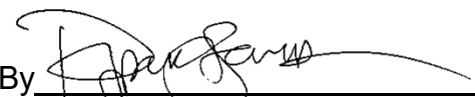
Teo Bicchieri
Bargaining Committee

By  _____

Renee Moore
Bargaining Committee

By  _____

Regina Tipton Llamas
Bargaining Committee

By  _____

Pyper Stever
Bargaining Committee

CITY OF ELLENSBURG

By _____

Rich Elliot
Mayor

By _____

Heidi Behrends Cerniwey
City Manager

ATTEST

By _____

City Clerk

Approved as to Form

By _____

Christopher Horner
City Attorney

**APPENDIX “A” WAGES
CITY OF ELLENSBURG
01/01/2026 COLA (3%) + ADD STEP 6**

Classification	2025 (Step 5)	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Account Clerk I/RPZ	4,153	3,422	3,636	3,850	4,063	4,278	4,491
Account Clerk II	4,919	4,053	4,306	4,560	4,813	5,067	5,320
Accounting Specialist	6,068	5,000	5,313	5,625	5,938	6,250	6,563
Adult Activity Center Coordinator	5,839	4,811	5,112	5,413	5,713	6,014	6,315
Animal Control Officer	5,105	4,207	4,469	4,733	4,996	5,258	5,521
Assistant Planner	6,161	5,077	5,394	5,711	6,029	6,346	6,663
Associate Planner	7,202	5,935	6,306	6,676	7,047	7,418	7,789
Billing Specialist	6,068	5,000	5,313	5,625	5,938	6,250	6,563
Code Enforcement Officer	5,105	4,207	4,469	4,733	4,996	5,258	5,521
Engineering Specialist I	7,524	6,200	6,587	6,975	7,362	7,750	8,137
Engineering Specialist II	7,960	6,559	6,969	7,379	7,789	8,199	8,609
Engineering Tech I	5,925	4,882	5,187	5,493	5,798	6,103	6,408
Engineering Tech II	6,182	5,094	5,413	5,731	6,049	6,367	6,686
Engineering Tech III	7,087	5,840	6,205	6,569	6,935	7,300	7,665
GIS Specialist	6,089	5,017	5,331	5,644	5,959	6,272	6,585
GIS Supervisor	7,941	6,544	6,953	7,361	7,770	8,179	8,588
HHCC Facilities Assistant	3,808	3,137	3,334	3,530	3,727	3,922	4,118
HHCC Office Manager	5,153	4,246	4,511	4,777	5,042	5,308	5,573
LE Records Clerk	5,220	4,301	4,570	4,839	5,108	5,377	5,645
Library Assistant	3,808	3,137	3,334	3,530	3,727	3,922	4,118
Library Associate	5,153	4,246	4,511	4,777	5,042	5,308	5,573
Library Office Specialist	4,617	3,805	4,042	4,280	4,518	4,756	4,993
Library Specialist	4,441	3,660	3,888	4,117	4,346	4,574	4,803
Parks & Rec Office Asst	4,843	3,990	4,241	4,490	4,739	4,988	5,238
Payroll and Accounting Specialist	6,317	5,206	5,530	5,856	6,181	6,507	6,832
Payroll/Benefits Technician	5,243	4,320	4,591	4,861	5,130	5,400	5,670
Permit Technician	5,561	4,582	4,869	5,155	5,441	5,728	6,014
Planning Technician	5,561	4,582	4,869	5,155	5,441	5,728	6,014
PW Admin Asst	5,294	4,362	4,635	4,908	5,180	5,453	5,725
PW Development Supervisor	7,941	6,544	6,953	7,361	7,770	8,179	8,588
Senior Meter Reader	5,409	4,457	4,736	5,014	5,293	5,571	5,850
Senior Planner	7,817	6,442	6,843	7,246	7,649	8,052	8,454
Stormwater/Urban Forestry Tech II	6,182	5,094	5,413	5,731	6,049	6,367	6,686
Stormwater/Urban Forestry Tech III	7,087	5,840	6,205	6,569	6,935	7,300	7,665
Youth Center/Athletic Prog Coord	6,656	5,485	5,828	6,170	6,513	6,856	7,198

* **Additional Pay Step:** As of 1/1/26, employees who have been at Step 5 in their current position for a period of one (1) calendar year or more, will move to step 6 as of 1/1/26 (other employees will continue to progress to the next step based on their position anniversary date).

**APPENDIX “A” WAGES
CITY OF ELLENSBURG
01/01/2027 COLA (3%)**

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Account Clerk I/RPZ	3,524	3,745	3,966	4,185	4,406	4,626
Account Clerk II	4,175	4,436	4,697	4,958	5,219	5,479
Accounting Specialist	5,150	5,472	5,794	6,116	6,438	6,759
Adult Activity Center Coordinator	4,955	5,265	5,575	5,885	6,195	6,504
Animal Control Officer	4,333	4,603	4,875	5,145	5,416	5,687
Assistant Planner	5,229	5,556	5,883	6,209	6,536	6,863
Associate Planner	6,113	6,495	6,877	7,259	7,641	8,023
Billing Specialist	5,150	5,472	5,794	6,116	6,438	6,759
Code Enforcement Officer	4,333	4,603	4,875	5,145	5,416	5,687
Engineering Specialist I	6,386	6,784	7,184	7,583	7,982	8,381
Engineering Specialist II	6,756	7,178	7,600	8,023	8,445	8,867
Engineering Tech I	5,029	5,343	5,658	5,972	6,286	6,600
Engineering Tech II	5,247	5,575	5,903	6,231	6,558	6,886
Engineering Tech III	6,015	6,391	6,766	7,143	7,519	7,895
GIS Specialist	5,168	5,491	5,814	6,137	6,460	6,783
GIS Supervisor	6,740	7,161	7,582	8,003	8,425	8,846
HHCC Facilities Assistant	3,232	3,434	3,636	3,838	4,040	4,242
HHCC Office Manager	4,373	4,647	4,920	5,193	5,467	5,740
LE Records Clerk	4,430	4,707	4,984	5,261	5,538	5,815
Library Assistant	3,232	3,434	3,636	3,838	4,040	4,242
Library Associate	4,373	4,647	4,920	5,193	5,467	5,740
Library Office Specialist	3,919	4,163	4,408	4,653	4,898	5,143
Library Specialist	3,769	4,005	4,240	4,476	4,711	4,947
Parks & Rec Office Asst	4,110	4,368	4,624	4,881	5,138	5,395
Payroll and Accounting Specialist	5,362	5,696	6,031	6,366	6,702	7,037
Payroll/Benefits Technician	4,449	4,728	5,006	5,284	5,562	5,840
Permit Technician	4,720	5,015	5,310	5,605	5,900	6,195
Planning Technician	4,720	5,015	5,310	5,605	5,900	6,195
PW Admin Asst	4,493	4,774	5,055	5,335	5,616	5,897
PW Development Supervisor	6,740	7,161	7,582	8,003	8,425	8,846
Senior Meter Reader	4,591	4,878	5,164	5,452	5,738	6,025
Senior Planner	6,635	7,049	7,463	7,878	8,293	8,708
Stormwater/Urban Forestry Tech II	5,247	5,575	5,903	6,231	6,558	6,886
Stormwater/Urban Forestry Tech III	6,015	6,391	6,766	7,143	7,519	7,895
Youth Center/Athletic Prog Coord	5,649	6,003	6,355	6,708	7,061	7,414

2027 – COLA will match the approved COLA for Non-Represented employees in the 2027 annual Pay Resolution if more than 3%.

**APPENDIX “A” WAGES
CITY OF ELLENSBURG
01/01/2028 COLA (3%)**

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Account Clerk I/RPZ	3,630	3,857	4,085	4,311	4,538	4,765
Account Clerk II	4,300	4,569	4,838	5,106	5,375	5,644
Accounting Specialist	5,304	5,636	5,967	6,300	6,631	6,962
Adult Activity Center Coordinator	5,104	5,423	5,742	6,061	6,380	6,699
Animal Control Officer	4,463	4,741	5,021	5,300	5,578	5,857
Assistant Planner	5,386	5,723	6,059	6,396	6,732	7,069
Associate Planner	6,296	6,690	7,083	7,476	7,870	8,263
Billing Specialist	5,304	5,636	5,967	6,300	6,631	6,962
Code Enforcement Officer	4,463	4,741	5,021	5,300	5,578	5,857
Engineering Specialist I	6,577	6,988	7,400	7,811	8,222	8,633
Engineering Specialist II	6,958	7,393	7,828	8,263	8,698	9,133
Engineering Tech I	5,180	5,503	5,828	6,151	6,474	6,798
Engineering Tech II	5,405	5,742	6,080	6,418	6,755	7,093
Engineering Tech III	6,196	6,583	6,969	7,357	7,744	8,131
GIS Specialist	5,323	5,656	5,988	6,321	6,654	6,986
GIS Supervisor	6,942	7,376	7,810	8,244	8,677	9,111
HHCC Facilities Assistant	3,328	3,537	3,745	3,953	4,161	4,369
HHCC Office Manager	4,504	4,786	5,068	5,349	5,631	5,912
LE Records Clerk	4,563	4,848	5,134	5,419	5,704	5,989
Library Assistant	3,328	3,537	3,745	3,953	4,161	4,369
Library Associate	4,504	4,786	5,068	5,349	5,631	5,912
Library Office Specialist	4,037	4,288	4,540	4,793	5,045	5,297
Library Specialist	3,882	4,125	4,368	4,610	4,853	5,095
Parks & Rec Office Asst	4,233	4,499	4,763	5,028	5,292	5,557
Payroll and Accounting Specialist	5,523	5,867	6,212	6,557	6,903	7,248
Payroll/Benefits Technician	4,583	4,870	5,157	5,443	5,729	6,016
Permit Technician	4,862	5,165	5,469	5,773	6,077	6,380
Planning Technician	4,862	5,165	5,469	5,773	6,077	6,380
PW Admin Asst	4,628	4,917	5,207	5,495	5,785	6,074
PW Development Supervisor	6,942	7,376	7,810	8,244	8,677	9,111
Senior Meter Reader	4,728	5,024	5,319	5,616	5,911	6,206
Senior Planner	6,834	7,260	7,687	8,115	8,542	8,969
Stormwater/Urban Forestry Tech II	5,405	5,742	6,080	6,418	6,755	7,093
Stormwater/Urban Forestry Tech III	6,196	6,583	6,969	7,357	7,744	8,131
Youth Center/Athletic Prog Coord	5,819	6,183	6,545	6,909	7,273	7,637

2028 – COLA will match the approved COLA for Non-Represented employees in the 2028 annual Pay Resolution if more than 3%.

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.

Jerica Pascoe

Digitally signed by Jerica Pascoe
Date: 2025.12.08 14:45:54 -08'00'

AUDITING OFFICER

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 **15TH DAY OF DECEMBER 2025**. 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	172418	TO	172528	\$ 1,074,569.77
EFT #'s	7729	TO	7744	\$ 214,178.33
Treasure Cash				Total Amounts
EFT #'S	1485	TO	1513	\$ 4,746,856.54
Check #'s	34492	TO	34500	\$ 1,396.36
Payroll Fund				Total Amounts
Check #'s	96533	TO	96536	\$ 2,537.98
Direct Deposits	89262	TO	89507	\$ 531,228.17

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

ATTEST: _____
CITY CLERK

	Residency Requirement	Members within City Limits	Members outside City Limits	CWU-Appointed	ESD-Appointed	Ex Officio (EHS-Appointed)	Utility Customers	Alternates	Total Members	Current Vacancies	Applicant Name
Affordable Housing Commission	Y	5	1	N/A	N/A	N/A	N/A	N/A	7	0	John Perrie & Dan Witkowski (seeking reappointment prior to terms ending)
Arts Commission	N	4	2	N/A	N/A	N/A	N/A	N/A	7	1	
Civil Service Commission	Y	3	0	N/A	N/A	N/A	N/A	N/A	3	0	
Diversity, Equity & Inclusion Commission	Y	7	0	N/A	N/A	N/A	N/A	N/A	9	4	
Ellensburg Transportation Advisory Committee	N	6	1	2	1	N/A	N/A	1	7	1 (alternate)	
Environmental Commission	Y	5	1	1	1	1	N/A	N/A	7	2 (EHS & CWU appointments)	
Landmarks & Design Commission	Y	6	1	N/A	N/A	N/A	N/A	N/A	7	0	
LEOFF Board	Y	3	1	N/A	N/A	N/A	N/A	N/A	5	1	
Library Board	Y	7	0	N/A	N/A	N/A	N/A	N/A	7	0	
Lodging Tax Advisory Committee	N	3	2	N/A	N/A	N/A	N/A	N/A	7	2	
Parks & Recreation Commission	Y	6	1	N/A	N/A	N/A	N/A	N/A	7	0	
Planning Commission	Y	7	0	N/A	N/A	N/A	N/A	N/A	7	0	
Utility Advisory Committee	N	5	0	1	N/A	N/A	4	N/A	7	2 (Utility customers)	



CITY OF ELLENSBURG

501 North Anderson Street

Ellensburg, WA 98926

Phone: (509) 962-7221

Application to Volunteer to Serve on a City Board or Commission

Please complete the following items. Additional pages may be attached to this application form as needed. Submit the application by visiting the Administration Office at City Hall (501 N. Anderson Street) or by emailing delafordg@ellensburgwa.gov.

Name of Applicant: John PERRIE

Address: [REDACTED]

Mailing Address (If Different):

City: ELLENSBURG State: WA Zip: 98926

Email Address: [REDACTED]

Phone Number: [REDACTED]

Which Board or Commission are you interested in?

If selecting more than one, please indicate choices below in order of interest (e.g., 1st, 2nd, 3rd, etc.):

- ☒ Affordable Housing Commission
- ☐ Arts Commission
- ☐ Civil Service Commission
- ☐ Diversity, Equity, and Inclusion (DEI) Commission
- ☐ Environmental Commission
- ☐ Landmarks & Design Commission
- ☐ LEOFF 1 Disability Board
- ☐ Library Board
- ☐ Lodging Tax Advisory Committee (LTAC)
- ☐ Parks and Recreation Commission
- ☐ Planning Commission
- ☐ Public Transit Advisory Committee (PTAC)
- ☐ Utility Advisory Committee (UAC)

Have you attended a meeting for the Board or Commission you are applying to?

☒ Yes

☐ No

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

☒ Yes

☐ No

Length of Residency in Kittitas County: 81 years

Do you live within the city limits:

☒ Yes

☐ No

ECC 1.12.120 Residency qualification. Except where a commission, board or committee specifically requires city residency as a condition of appointment, members of all other commissions, boards and committees shall maintain residency within the Kittitas County limits. "Residency," as used herein, means residing within the city or county limits, as applicable, both at the time of appointment and for at least 270 days within each calendar year for the duration of the member's term, but shall not include any period for which a member is absent due to military service.

Please provide any relevant information about your occupational status/background that you would like the review committee to consider:

HAVE BROAD PUBLIC AND PRIVATE EXPERIENCE

Do you have any relevant organizational affiliations? If so, please list:

Please explain your interest in seeking appointment:

I WOULD LIKE TO CONTINUE WORK ON
AFFORDABLE HOUSING COMMISSION

From: noreply@civicplus.com
To: [Gretchen Delaford](#)
Subject: [Ext] Online Form Submittal: Application for Reappointment
Date: Friday, October 10, 2025 1:11:03 PM

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 Reappointment

Application for Reappointment

For volunteering to serve on a Board or Commission

Name of Board or Commission	Affordable Housing Commission
Current Term Expires	December 31 of current year
First Name of Member	dan
Last Name of Member	witkowski
Address 1	
Address 2	Field not completed.
City	Ellensburg
State	WA
Zip	98926
Phone Number	
Email Address	
I am requesting to be considered for reappointment for another ____ year term.	2
Why are you seeking reappointment?	My term was coming up and i still want to be a active member on the board
Type your name as	dan witkowski

your electronic
signature

Date

10/10/2025

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



TO: City Council
FROM: Affordable Housing Commission
DATE: December 15, 2025 – Council Meeting

RE: Recommendation of Reappointment

John Perrie applied for reappointment to the Affordable Housing Commission. John has tremendous local government and advisory board experience and has been an asset to the Commission since its inception in August 2018.

The Affordable Housing Commission subcommittee consisting of Commissioner Kim Funston and Councilmember Delano Palmer and Housing Program Manager Lily Frey conducted the interview of the applicant for the seat and recommend reappointment.

John, if reappointed, will fill a full three-year term that expires December 31, 2028. Based on the interview and his significant experience with housing, real estate and local government, the subcommittee is recommending that the City Council reappoint John Perrie to the Affordable Housing Commission for a full term.



TO: City Council
FROM: Affordable Housing Commission
DATE: December 15, 2025 – Council Meeting

RE: Recommendation of Reappointment

Dan Witkowski applied for reappointment to the Affordable Housing Commission. Dan brings a range of experience including perspective on housing needs from his work with Central Washington Disability Resources (CWDR) and has been an asset to the Commission since he joined in 2023.

The Affordable Housing Commission subcommittee consisting of Commissioner Kim Funston and Councilmember Delano Palmer and Housing Program Manager Lily Frey conducted the interview of the applicant for the seat and recommend reappointment.

Dan, if reappointed, will fill a full three-year term that expires December 31, 2028. Based on the interview, his experience and his commitment to the commission's work, the subcommittee is recommending that the City Council reappoint Dan Witkowski to the Affordable Housing Commission for a full term.



Meeting Date: December 15, 2025
City of Ellensburg
City Council Agenda Report

Agenda Subject: Ordinance 4977 (Second Reading) 2025 Annual Comprehensive Plan Amendments (Public Comment Opportunity)
Submitted by: Stacey Henderson, Planning Manager
Department: Community Development

Suggested Motion/Action:
Move to conduct second reading and adoption of Ordinance 4977, 2025 Annual Comprehensive Plan Amendments.

Background/Summary:
On July 21, 2025, staff presented two annual comprehensive plan amendment requests to Council for possible docketing and adoption in the 2025 calendar year. At the meeting, staff recommended Council docket both 25-01 (Annual CIP update) and 25-02.001-.308 (Addressing the requests regarding Chapter 9 DEI). Staff’s recommendation to docket 25-02.001-.308 included a request to gather additional information and possible direction from the public, by way of three planned community outreach events. Staff was to bring the results and information from these events back to Council for further direction and next steps.

On October 20, 2025, staff presented the results of the public outreach regarding 25-02.001-.308, which included two Community Conversations and a Braver Angels Common Ground Workshop. Staff presented common themes, observational analysis, and six possible next steps in addressing the Chapter 9 request, and requested guidance from Council based on the new information. Council discussed the need to update the chapter in the near term to address possible legal concerns raised by the public and to ensure compliance with federal requirements, as well as realistic timelines. Council ultimately selected to rewrite the chapter during the 2026 periodic update process, with the intention to incorporate content of the existing chapter, with new themes, needs, and agreements that resulted from the Common Ground workshop.

On November 13, 2025, a public hearing was held with the Planning Commission to consider the two docketed amendments. The Planning Commission unanimously recommended approval of 25-01, the 6-year capital improvement plans (CIP) (Exhibit A); and a majority recommended approval of 25-01.001-.308 the staff-proposed amendment of Chapter 9 (Exhibit B). The Planning Commission’s motion to recommend approval of the draft as presented for 25-02.001-.308 included an advisory comment to Council that the recommended approval in no way indicates a stance or preference by the commission, and the 2026 rewrite process should utilize the existing chapter as a starting point, not the revised version as edited.

On December 1, 2025, City Council held a public hearing to consider the two docketed amendments. At the hearing, Council reviewed the proposed amendments, background information, analysis, and noticing details. Staff recommended Council adopt 25-01 and 25-02.001-.308 and conduct first reading of ordinance 4977, as recommended by the Planning Commission and provided in the packet.

All documents from the July 21 and October 20 Council meetings are available for review on the City website under current planning projects:

<https://www.ci.ellensburg.wa.us/623/Public-NoticesCurrent-Projects>.

Previous Council Action:

On July 21, 2025, Council voted to docket item 25-02.001-.308 as proposed, giving staff direction to move forward with conducting the two community conversations and common ground workshop, and to bring additional information and possible next steps back to Council.

On October 20, 2025, Council voted to move forward with item 25-02.001-.308, giving staff direction to rewrite Chapter 9 during the 2026 periodic update process.

On December 1, 2025, Council voted to adopt Docket Item 25-01 as presented, with the corrected table 23, 27, and table 23 to be incorporated into the addendum before second reading.

On December 1, 2025, Council voted to adopt Docket Item 25-02.001-.308, with modifications, specifically adopting the revised chapter as provided by the DEI commission during the hearing.

Analysis:

Docket Proposal 25-01.

This docketing request is a proposal to provide an annual update to the 6-Year Capital Improvement Plans. The amendment will address the upcoming budget year. The proponents for this amendment include the following City of Ellensburg departments: Community Development, Public Works, and Energy Services. See **Exhibit A- Amendment 25-01** for the actual updates to the 6-year Capital Improvement Plans (CIP) from each City department with a capital facilities budget:

- Electric
- Information Technology
- Natural Gas
- Sewer System
- Stormwater
- Telecommunications
- Transportation
- Wastewater Treatment
- Water System

After the November 13, 2025, planning commission hearing, corrections to table 23, 27, and

29 of amendment 25-01 were submitted to Community Development staff, and were provided to City Council at the December 1, 2025, hearing. Council reviewed the corrected charts, and voted to include the corrected charts in amendment 25-01 before the second reading. The Parks and Recreation capital improvement plan will be updated in 2026.

Docket Proposal 25-02.001-.308.

Per the guidance provided by Council at the October 20, 2025, meeting, staff will develop an engagement plan for continued guidance in refining Chapter 9 as part of the periodic update in 2026. The rewrite will incorporate existing chapter elements with new wording, goals and policies resulting from outreach.

Docket Item 25-02.001-.308, is the revised Chapter 9, as proposed by the DEI commission and approved by Council at the December 1, 2025, public hearing. This revision was presented to Council at the December 1, 2025, hearing by the DEI commission.

Financial Impact:

N/A

Budget Adjustment: No

Attachments:

1. Ordinance 4977
2. Chapter 9 Track Changes

ORDINANCE NO. 4977

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ELLENSBURG, WASHINGTON, AMENDING THE COMPREHENSIVE PLAN ADOPTED BY ORDINANCE NO. 4785 AND SET OUT IN CHAPTER 15.120 OF THE ELLENSBURG CITY CODE.

WHEREAS, as one of the cities in Kittitas County, the City of Ellensburg is required to adopt and regularly update a comprehensive plan pursuant to the Washington State Growth Management Act (GMA); and

WHEREAS, the City Council adopted Ordinance No. 4785, “Imagine Ellensburg 2037,” as the official Comprehensive Plan for the City of Ellensburg, which was last amended by Ordinance No. 4946; and

WHEREAS, under the GMA and pursuant to Section 15.250.090 of the Ellensburg City Code, the City is authorized to amend its Comprehensive Plan on an annual basis; and

WHEREAS, the City Council adopted Resolution 1997-10 and Ordinance No. 4116 as last amended by Ordinance No. 4929, establishing a policy and procedure for the annual review of proposals to amend the Comprehensive Plan, which are codified in Ellensburg City Code 15.250.090(D); and

WHEREAS, on July 21, 2025 the City Council reviewed all of the proposed Comprehensive Plan amendments for the 2025 annual amendment cycle and moved to docket proposed amendments 25-01, and 25-02.001-.308, and then forwarded the docketed amendments to the SEPA Responsible Official for SEPA review and to the Planning Commission for review and recommendation; and

WHEREAS, on October 29, 2025 the City Community Development Department provided the required 60-Day Notice of Intent to Adopt Comprehensive Plan Amendments to the Washington Department of Commerce, and the 60-day review period ends on December 28, 2025; and

WHEREAS, the SEPA Responsible Official reviewed a SEPA checklist and other information in the record and issued a Determination of Non-Significance on November 26, 2025 for docketed comprehensive plan amendments 25-01 and 25-02.001-.308, no comments were received during the SEPA comment period; and

WHEREAS, the Ellensburg City Planning Commission held a duly noticed public hearing on November 13, 2025 and the Planning Commission approved a motion to recommend the City Council approve proposed amendments 25-01 and 25-02.001-.308 as presented.

WHEREAS, the City Council held a duly noticed public hearing on the matter of adopting the docketed 2025 Comprehensive Plan amendments at its regular meeting on December 1, 2025.

Council entered into the public hearing record the agenda report with Exhibits 1 through 4, Ordinance 4977, Exhibits A and B, three corrected charts for Exhibit A, and a revised Chapter 9 draft as proposed by the DEI commission at the hearing. All were proposed and reviewed at Council's December 1, 2025 regular meeting prior to closing the public hearing, after which City Council determined it is in the best interests of the City of Ellensburg that proposed amendments 25-01 and 25-02.001-.308 be approved with modifications; and

WHEREAS, all portions of the City of Ellensburg 2017 Ellensburg Comprehensive Plan, "Imagine Ellensburg 2037," as subsequently amended, shall remain in full force and effect except as specifically amended herein;

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

Section 1. The recitals set forth above are hereby adopted as the findings of the City Council and are by this reference incorporated herein as if set forth in their entirety.

Section 2. That document attached to this ordinance as Exhibit "A" and entitled "2025 City of Ellensburg Capital Improvement Plans" which is included as part of the Comprehensive Plan is hereby amended to adopt and include docket amendment 25-01.

Section 3. That document attached to this ordinance as Exhibit "B" and entitled "Revised Chapter 9" which is included as part of the Comprehensive Plan, is hereby amended to adopt and include docket amendment 25-02.001-.308.

Section 4. All portions of the City of Ellensburg 2017 Comprehensive Plan, "Imagine Ellensburg 2037," as subsequently amended, shall remain in force and effect except as specifically amended herein.

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 errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 7. Effective Date. This ordinance shall take effect December 31, 2025.

The foregoing ordinance was passed and adopted at a regular meeting of the City Council this 15th day of December, 2025.

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. 4977 is a true and correct copy of said Ordinance of like number as the same was passed by said Council, and that Ordinance No. 4977 was published as required by law.

Beth Leader

APPENDIX A: 6-YEAR CAPITAL IMPROVEMENT PLANS

These 6-year Capital Improvement Plans are hereby incorporated by reference into the City of Ellensburg Comprehensive Plan as an Appendix to the Capital Facilities and Utilities Chapter. The Capital Improvement Plans will be reviewed and updated annually.

Table 23. Electric Utility Capital Improvement Plan

Electric CIP

Project	2026	2027	2028	2029	2030	2031	2032-2041
Capitol Projects							
Berry to Bull Rd Tie			\$ 200,000				
Canyon Rd I90 Crossing Reconductor (D2-1)			\$ 500,000				
Bowers Rd to Reecer Creek Extension (HE-2)					\$ 250,000	\$ 250,000	
Feeder 15 Airport Rd to Bender (HE-1)					\$ 150,000	\$ 150,000	
Mountain View Reconductor (D2-2)		\$ 750,000					
Sanders to Alder Tie (HE-3)				\$ 80,000			
Sanders to Brick Rd (HE-4)				\$ 175,000			
Anderson/Umptanum Rd Tie	\$ 150,000						
PSE Customer Annexations - Vantage Hwy	\$ 150,000						
Gateway II		\$ 250,000					
AMI Conversion	\$ 1,000,000	\$ 2,350,000					
SR97 / Highway 10 Loop	\$ 300,000						
Street Lighting Laminated / Fiberglass Pole Replacement/ Misc. Lighting Upgrades	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	
Seattle (Willow To Vista View Plat) Extension	\$ 70,000						
Rotary Park Solar Expansion and EV Install	\$ 650,000						
Radio Road Conversion					\$ 180,000		
Substation Improvements							
Sub Land Purchase	\$ 700,000						
D1 Dolarway Substation Improvement	\$ 3,500,000	\$ 500,000					
Annual Total	\$ 6,570,000	\$ 3,900,000	\$ 750,000	\$ 305,000	\$ 630,000	\$ 450,000	
Grand total	\$12,605,000						

Table 24. Information Technology Capital Improvement Plan

Information Technology Capital Improvement Plan						
2026-2031						
Project	2026	2027	2028	2029	2030	2031
Enterprise Asset Management (EAM) Software	\$ 50,000	\$ 50,000	\$ 150,000			
Enterprise Resource Planning (ERP) Software	\$ 500,000	\$ 500,000	\$ 500,000			
Esri Enterprise Agreement	\$ 31,000	\$ 31,000	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000
Microsoft Enterprise Agreement	\$ 140,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 180,000	\$ 180,000
Virtual Machine (VM) Host Server	\$ 50,000					
Total	\$ 771,000	\$ 731,000	\$ 845,000	\$ 195,000	\$ 225,000	\$ 225,000
GRAND TOTAL	\$2,992,000					

Table 25. Telecommunications Utility Capital Improvement Plan

Telecommunications Utility Capital Improvement Plan						
2026-2031						
Project	2026	2027	2028	2029	2030	2031
Telecom Strategic Plan						
Plan Updates (every 3 years)		\$20,000			\$20,000	
System Improvements						
Hardware Refreshment	\$25,000	\$25,000	\$100,000	\$25,000	\$25,000	\$25,000
Outdoor Plant Improvements	\$48,000	\$48,000	\$48,000	\$48,000	\$48,000	\$48,000
Telecom Connections	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
Telecom Infrastructure	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
Line Extensions						
Commercial Customers	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000
Total	\$153,000	\$173,000	\$228,000	\$153,000	\$173,000	\$153,000
GRAND TOTAL	\$1,033,000					

Table 26. Natural Gas Utility Capital Improvement Plan

Natural Gas CIP

Project	2026	2027	2028	2029	2030	2031
Gas System Planning & Programs						
System Plan Update (every 6 years)	\$120,000					
DIMP Program	\$15,000	\$15,000	\$20,000	\$20,000	\$25,000	\$25,000
PSMS Program	\$15,000	\$15,000	\$20,000	\$20,000	\$25,000	\$25,000
Public Awareness Program	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000
System Improvements						
No 6 Road / Vantage Hwy Loop		\$600,000				
Misc System Integrity Looping	\$40,000	\$40,000	\$50,000	\$50,000	\$50,000	
Vantage Highway (Gateway II)		\$350,000				
SR97 / Highway 10 Loop	\$500,000					
Pipe Boring under Roads and Creeks	\$50,000	\$50,000	\$50,000	\$60,000	\$60,000	\$60,000
Misc System Improvements	\$120,000	\$120,000	\$140,000	\$140,000	\$140,000	\$160,000
Sustainability Improvements						
Emission Mitigation Equipment		\$40,000				
Leak Detection Equipment Upgrades				\$60,000	\$80,000	
Tap/Regulator Station Upgrades						
System Telemetry Upgrades	\$20,000		\$20,000		\$25,000	
Tap Station Land Acquisition	\$120,000					
Kittitas Tap Station Site Improvements		\$450,000				
Seattle Gate Station Site Improvements			\$20,000			
Cathodic Protection System Improvements						
Anode Bed Replacements		\$180,000				
Steel System Analysis/Work		\$60,000				
High Pressure Main CP Enhancements			\$80,000			
Cathodic Protection (CP) System Study						\$80,000
Cathodic Protection Close Interval Survey						\$25,000
Meter/ERT Upgrades/Improvements						
Meter Proving/Refurbish	\$40,000	\$20,000	\$50,000	\$25,000	\$50,000	\$25,000
Meter/ERT Change-Outs	\$200,000	\$200,000	\$140,000	\$140,000	\$140,000	\$140,000
AMI Conversion		\$800,000				
Developments						
Misc System Developments	\$150,000	\$180,000	\$180,000	\$200,000	\$200,000	\$220,000
	\$1,420,000	\$3,150,000	\$800,000	\$745,000	\$825,000	\$790,000

Grand total

\$7,730,000

Table 27. Sewer Capital Improvement Plan

Project	2026	2027	2028	2029	2030	2031	2032-2042
Collection System Repair and Replacment (includes CIP)	\$400,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$2,500,000
Sewer Main Oversizing	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$500,000
Sewer Main Extensions	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$500,000
Wenas St Sewer Extension (Remove Cora Street Lift Station)	\$500,000	\$2,500,000					

Table 28. Storm Water Capital Improvement Plan

Storm Water CIP							
Project	2026	2027	2028	2029	2030	2031	2032-2042
Effectiveness Monitoring	\$ 74,073	\$ 92,039	\$ -	\$ -	\$ -	\$ -	\$ -
Street Tree Inventory and Assessment	\$80,000	\$0	0	0	0	0	0
Annual Stormwater Project (Varies)	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 750,000
University Avenue Gateway II Project (Vista Rd. to E. CL)		\$ 4,900,000					
	\$ 229,073	\$ 5,067,039	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 750,000
Grand Total	\$ 5,596,112						

Table 29. Wastewater Treatment Facility Capital Improvement Plan

Project	2026	2027	2028	2029	2030	2031	2032-2042
Additional Aerator in each basin/MCC Upgrades	\$1,000,000						
Additional (3rd) Clarifier and Associated Piping			\$2,358,000	\$10,371,000	\$10,371,000		
RAS Building Improvements	\$1,600,000	\$1,600,000					
Grit Classifier and Grit Pumps		\$165,000	\$1,435,000				
New Aeration System/Blower Upgrade						\$5,265,000	\$46,335,000
Headworks Improvements with New Grit and Screening Equipment				\$894,000	\$7,906,000		
Replacment of Sludge Collection Mechanism of Two Existing Secondary Clarifiers							\$13,700,000
Influent Pump Station and One Manhole							\$16,700,000
UV Disinfection Replacement and Addition							\$4,400,000
Digester MCCs Replacement							\$1,800,000
Rebuild Clarifiers			\$1,700,000				

Table 30. Transportation Capital Improvement Plan

EXHIBIT A

CITY OF ELLENSBURG 6-YEAR TRANSPORTATION IMPROVEMENT PLAN 2026 TO 2031 (INCLUDES CURRENT WORK REMAINING IN 2025)					PUBLIC HEARING DATE: 6/16/2025 ADOPTION DATE: 6/16/2025 RESOLUTION NO. 2025-12					
REVENUE BY YEAR (thousands)										
	2025*	2026	2027	2028	2029	2030	2031		TOTALS	
ARTERIAL STREET	199	133	111	45	345	45	119		2,243	
REGIONAL STBG	315	1,995	0	0	2,500	0	750		2,627	
SALES TAX RESERVE	100	0	925	100	675	1,055	500		4,743	
FEDERAL SAFE ROUTES TO SCHOOL & PEDESTRIAN/BICYCLE GRANTS	0	0	202	1,370	4,330	1,550	250		5,202	
WSDOT SAFETY PROGRAM	0	0	1,800	2,550	4,690	0	0		6,050	
TRANSPORTATION IMPROVEMENT BOARD (TIB) - Grant Programs	0	943	2,872	850	0	6,975	2,800		11,953	
DISTRESSED COUNTY SALES/USE TAX	0	144	0	0	135	609	0		887	
1/4 CENT REAL ESTATE EXCISE TAX	0	0	812	152	750	361	147		2,597	
TRANSPORTATION ALTERNATIVES PROGRAMS	0	0	0	0	0	475	0		828	
DOE FISCAL YEAR WATER QUALITY GRANT	465	0	4,285	0	0	0	0		4,250	
COUNTY LODGING TAX GRANT	0	0	0	0	0	0	67		67	
LOCAL LODGING TAX FUNDS	0	0	0	0	0	0	66		66	
TRANSIT	813	679	1,601	991	126	126	126		915	
OTHER AGENCY OR CITY DEPARTMENT	3,500	100	3,275	6,448	500	4,900	309		5,613	
LOCAL IMPROVEMENT DISTRICT (LID) / DEFERRALS	0	0	2,000	0	4,005	695	8,200		17,740	
TRAFFIC IMPACT FEES	0	606	1,804	1,325	250	990	480		5,748	
NOT FUNDED	0	0	0	0	0	0	0		0	
TOTAL REVENUE	5,392	4,600	19,687	13,831	18,306	17,781	13,814		71,529	
Funding (S/P)	EXPENDITURES BY YEAR (thousands)									
	2025*	2026	2027	2028	2029	2030	2031	Future	TOTALS	
1 S/P Bridge Inspections	5	5	5	5	5	5	5	0	35	
2 S/P Engineering Transfer	15	15	15	15	15	15	15	0	105	
3 S/P Signal Optimization	10	10	25	25	25	25	25	0	175	
4 P Alley Reconstruction (Semi-Annual)	0	0	90	0	0	0	100	0	350	
5 S/P Transit Stop Upgrades (Sheller & Amenities, ADA Upgrades, Lighting, Art Glass)	282	116	116	116	116	116	116	0	526	
6 S/P Transit Service Connection Improvements (Active Transportation, Stop Impr)	0	135	135	10	10	10	10	0	1,540	
7 S Mountain View Ave and Bull Rd/Willow St Intersection Enhancements	75	750	0	0	0	0	0	0	1,251	
8 S/P Helena Ave Imp (Water St to 3,200' west, Cora Connection, portion in KC jurisdiction)	450	650	6,540	0	0	0	0	0	170	
9 S Water St Overlay (Main St. to Bender Rd)	3,576	0	0	0	0	0	0	0	360	
10 S University Way Bridge Repair over BNSF	100	0	0	0	0	0	0	0	1,017	
11 S/P University Way Gateway II - Vista Rd to east City Limits	515	100	5,125	0	0	0	0	0	200	
12 S Vantage Highway Shared Use Pathway	325	1,993	0	0	0	0	0	0	825	
13 S 3rd Ave. Paverstone Pathway and Historic Lighting	39	826	0	0	0	0	0	0	5,900	
14 P Capitol Ave Sidewalk Replacement - Main St. to Sampson St.	0	0	0	110	0	120	130	0	6,150	
15 P Canyon Rd Overlay - Berry Rd to Mountain View Ave	0	0	1,700	0	0	0	0	0	340	
16 P Alder St Sidewalk - One Side - 3rd Ave to Craig Ave	0	0	80	0	100	0	0	0	1,416	
17 P 1st Ave Sidewalk Improvements - Ruby St. to Sampson St. - North Side	0	0	234	0	0	0	0	0	3,041	
18 P Anderson Rd and Umptanum Rd Intersection Enhancements	0	0	1,252	0	0	0	0	0	280	
19 P Add Transit Signal Priority	0	0	350	0	0	0	0	0	180	
20 P Mountain View Ave and Ruby St Intersection Enhancements and Widening	0	0	2,920	0	0	0	0	0	234	
21 P Ruby St Corridor Improvements - Manitoba to University Way	0	0	1,100	5,940	0	0	0	0	804	
22 P University Way Overlay - Cle Elum St to east City Limits	0	0	0	2,215	0	0	0	0	2,215	
23 P Wildcat Way and 18th Intersection Enhancements	0	0	0	756	0	0	0	0	755	
24 P University Way and Water Street Intersection Enhancements and Widening	0	0	0	3,270	0	0	0	0	1,252	
25 P Bender Rd / Sanders Rd Corridor Improvements (Whiskey Creek to Alder St)	0	0	0	1,370	8,020	0	0	0	3,270	
26 P Walnut St and 18th Bike Lane - Dean Nicholson to Alder St	0	0	0	0	150	0	0	0	2,920	
27 P Anderson Rd Sidewalk Improvements - Umptanum to 5th Ave	0	0	0	0	4,300	0	0	0	150	
28 P Umptanum Shared Use Pathway - Wilson Cr to IRRP	0	0	0	0	2,100	0	0	0	1,550	
29 P Industrial Way Improvements - LID	0	0	0	0	1,280	0	0	0	4,300	
30 P Palouse to Cascades Reconnect Trail - Sanders to Bowers to Helena Ave/PTC	0	0	0	0	2185	7,805	0	0	2,100	
31 P Canyon Rd and Umptanum Rd Intersection Enhancements and Widening	0	0	0	0	0	3,390	0	0	2,040	
32 P Capitol Ave. Sidewalk Improvements - Willow St. to Oak St.	0	0	0	0	0	1,525	0	0	1,280	
33 P Airport Rd Sidewalk Improvements - Dean Nicholson to N. City Limits	0	0	0	0	0	1,170	0	0	3,390	
34 P City to Canyon Trail - Umptanum Rd to Tjossem Rd	0	0	0	0	0	3,600	0	0	810	
35 P Large Scale Wayfinding Implementation Project	0	0	0	0	0	0	133	0	1,525	
36 P 14th Ave & Wildcat Way Corridor Ped/Bike Impr. - Water St to University Way	0	0	0	0	0	0	480	0	1,170	
37 P Mountain View Overlay - Canyon to Willow	0	0	0	0	0	0	1,500	0	3,600	
38 P Helena Ave Extension - PTC Trail to Dry Cr Rd	0	0	0	0	0	0	4,100	0	890	
39 P Cora Street Ext - PTC Trail to Bender Rd (portion in KC jurisdiction)	0	0	0	0	0	0	7,200	0	133	
40 P Chestnut St and Walnut St Bike and Ped Improvements								263	480	
41 P Transit Service Connection Improvements (Active Transportation, Stop Impr)								300	1,500	
42 P Downtown Transit Bus Hub Improvements								1,000	4,100	
43 P Alternative Fuel (Electric/Hydrogen/Propane) Transit Bus Infrastructure Support								3,500	7,200	
44 P Transit Service Connection Improvements (Active Transportation, Stop Impr)								250	263	
45 P 8th Ave LID (University Way to Maple St)								1,061	1,061	
46 P Trail Connection - 5th Ave to University Way (near CWU)								250	250	
47 P 5th and Ruby Intersection Enhancements and Widening								741	741	
48 P 3rd Ave and Ruby St Intersection Enhancements								890	7,310	
49 P Anderson/Umptanum/Railroad Ave. Road Widening/Overlay								7,310	740	
50 P Helena Ave and Walnut St Intersection Enhancements and Widening								740	4,200	
51 P Circle the City Trail - Enterprise Way to Faust Rd								4,200	1,450	
52 P Main St Sidewalk Improvements - University Way to 14th Ave								1,450	936	
53 P Helena Ave and Water St Intersection Enhancements and Widening								936	1,332	
54 P Manitoba Ave and Ruby St Intersection Enhancements and Realignment								1,332	1,558	

Table 30. Transportation Capital Improvement Plans Continued.

55	P	University Way and Alder St Intersection Enhancements and Widening								1,558	2,750
56	P	Currier Creek Pathway - Univ. Way to Reece Cr Rd to Currier Cr to PTC								2,750	3,338
57	P	University Way and Main St Intersection Enhancements and Widening								3,338	966
58	P	Water St and Bender Rd Intersection Enhancements								966	1,008
59	P	Airport Rd and Bender Rd Intersection Enhancements								1,008	672
60	P	Capitol Ave and Chestnut St Intersection Enhancements								672	540
61	P	Canyon Rd Sidewalk - 190 to Berry Rd to Existing Sidewalk on Berry Rd								540	665
62	P	Sanders Rd and Alder St Intersection Enhancements								665	524
63	P	Capitol Ave and Willow St Intersection Enhancements								524	432
64	P	15th Ave and Cora St Intersection Enhancements								432	720
65	P	18th Ave and Alder St Intersection Enhancements								720	
											102,985
TOTAL EXPENDITURE			5,392	4,600	19,687	13,832	18,306	17,781	13,814	37,396	
ARTERIAL STREET FUND BEGINNING BALANCE (01/01/2025)			400	321	308	317	392	167	242		
EST. GAS TAX REVENUE & SCHEDULED SALES TAX TRANSFER			120	120	120	120	120	120	120		
ARTERIAL STREET FUND ENDING BALANCE			321	308	317	392	167	242	243		

*Current year projects shown for accounting purposes.

**TIP plans calls for road widening/impr. projects to be funded from Sales Tax Reserve, to replace the Federal STP funding which is now shown for potential asphalt overlay funding.
(Average annual need to overlay the arterial street system on a 15 year cycle is in excess of \$1,380,500 per year.)

Table 31. Water Capital Improvement Plan

Water CIP							
Project	2026	2027	2028	2029	2030	2031	2032-2042
Reservoir Property Acquisition	\$ 750,000						
Craig's Hill Reservoir Seismic Study and Retrofit	\$ 50,000		\$ 180,000				
Pfenning Loop					\$ 274,000		
Airport Well 3 and 1824 Zone Connector						\$ 160,000	
Annual Water Main Replacement Program	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 3,000,000
Seattle Ave. Main Extension	\$ 323,000						
24-inch Main Inspection	\$ 25,000						
24-inch Valve Rehabilitate	\$ 40,000						
New 1860 Pressure Zone				\$ 2,500,000	\$ 1,840,000		
New 4.0 MG 1824 Zone Reservoir				\$ 4,745,000	\$ 4,745,000		
Reservoir Corrosion Control Program	\$ 230,000						
Permanent On-Site Well Backup Generators	\$ 550,000		\$ 550,000		\$ 550,000		\$ 1,200,000
Recoat Reservoirs			\$ 825,000				\$ 825,000
AMI Conversion			\$ 500,000				
Pressure Reducing Valve							\$ 81,000
New Well(s)	\$ 50,000	\$ 3,000,000	\$ 3,500,000				
Water System Plan Update							\$ 300,000
Rotary Park Irrigation	\$ 750,000						
Oversizing Fund	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 520
Pipe Replacement Fund	\$ 100,000	\$ 100,000	\$ 110,000	\$ 110,000	\$ 120,000	\$ 120,000	\$ 1,320,000
Meter Testing	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 455,000
Pump and Motor Inspection/Repair	\$ 55,000	\$ 55,000	\$ 55,000	\$ 55,000	\$ 55,000	\$ 55,000	\$ 416,000
	\$ 3,298,000	\$ 3,530,000	\$ 6,095,000	\$ 7,785,000	\$ 7,959,000	\$ 710,000	\$ 7,597,520
Grand Total	\$36,974,520						



CHAPTER 9 ACCESS, ENGAGEMENT, & BELONGING

WHAT YOU WILL FIND IN THIS CHAPTER

- Background information and context related to local history, current events, and plans for the future, addressing the City's efforts to ensure residents can participate fully and access opportunities without unnecessary barriers.
- Policies that seek to make City resources more accessible to all.
- Policies that direct the City's efforts towards encouraging welcoming and inclusive environments within the Community.
- Policies intended to foster a community environment, where people from all backgrounds experience a sense of belonging.

OVERVIEW

This chapter contains goals, policies, and programs that define how the City of Ellensburg can play a role in fostering an environment of understanding, access, and belonging within the community. It recognizes that not all community members experience the city in the same way, and that some face barriers that make it harder to access information, services, or opportunities. The intent of this chapter is to identify ways the City can understand and reduce those barriers, strengthen community connections, and support a sense of belonging for everyone who lives here.

This document is a starting point for the City. There are likely many issues not yet articulated that can be addressed later as they are identified. This chapter is a living document; it is intended to be revisited and revised periodically. The focus is on listening, improving access, and ensuring that people of all backgrounds and identities can engage meaningfully in Ellensburg community life, regardless of background and experiences.

BACKGROUND & CONTEXT

The City of Ellensburg is committed to creating a community with a lived and built environment that improves lives, supports all people, and provides residents with opportunities to flourish. Creating a community where people can thrive requires paying attention to the lived experiences of those who may encounter obstacles—whether physical, social, economic, or cultural—that impact their ability to navigate daily life or engage with local government. Doing so can help create a thriving local economy, retain our residents and attract new ones, and foster an environment where individuals can achieve their full potential.

In recent years, national and local conversations have highlighted the importance of understanding how different groups in our community experience Ellensburg. In 2020, many residents shared that certain challenges or barriers affect their ability to access opportunities, feel safe, or feel like they belong. These conversations highlighted the need for the city to be intentional about listening to residents, understanding where barriers exist, and working toward solutions that foster participation, fairness, and a sense of belonging for all who live here. The goal of this chapter is to identify ways the City can recognize and address these barriers, and strengthen community connection by consistently listening to residents, responding to concerns, and supporting practices that help all people feel welcomed and included in Ellensburg's civic, social, and economic life.

Why this matters in Ellensburg

Ellensburg is home to residents with a wide range of life experiences, identities, cultural backgrounds, abilities, and circumstances. Not everyone moves through our community with the same level of ease or access, and some residents encounter challenges that others may never see. When the City understands these differences and plans with them in mind, it helps ensure that public services, facilities, and community spaces are welcoming, functional, and safe for everyone.

Paying attention to where people may face barriers, whether physical, social, economic, cultural, linguistic, or informational, allows the City to identify gaps early and respond in ways that strengthen trust and connection. When residents feel seen, valued, and able to participate fully in community life, the whole city benefits. This approach supports a healthy civic environment, fosters stronger neighborhoods, and contributes to a resilient local economy.

The purpose of this chapter is to guide the City in proactively recognizing where barriers may exist, listening to community experiences, and continually improving how we engage with and serve the public. By building a community where all residents can participate and feel a sense of belonging, Ellensburg positions itself to grow in a way that is inclusive, collaborative, and forward-looking.



Fostering a sense of belonging

Creating a community where everyone feels they belong requires us to pay attention to the experiences of residents who may not always feel fully seen or heard. When we make space for voices that have been, or continue to be, overlooked, we build trust, strengthen connection, and help ensure that the future we shape reflects the needs and hopes of all who live here. It is important for the City of Ellensburg to acknowledge and embrace the range of differences present within our community. Doing so will help to build a strong foundation of understanding and a heightened awareness of the unintended impact of current policies or ways of engaging residents. The City seeks to promote new ways of sharing space with others, sharing traditions, foods, and stories. In doing so, the City of Ellensburg can support a strengthened sense of community and connection through outreach, regular events, and creating spaces accessible to all.

To support all residents, the City will continue to work on goals and policies that actively recruit participation and involvement from all residents within the community, foster a sense of belonging, and engage those who experience barriers to social and cultural participation. These methods can include listening tours, surveys, discussion groups, and use of a variety of media and print publications designed to be accessible to all residents. Creating and supporting goals and policies that meet the community members where they are will help to remove the barriers that make accessing or engaging with basic community services challenging. Increasing accessibility to important resources and opportunities that best meet residents varying needs helps all residents succeed.

Recognizing the Past - Looking to the Future

An important step in building a forward-thinking vision within the community is to first learn about our local history, listen to residents' perceptions now, and consider how new goals and policies will positively affect the City of Ellensburg's plans for the future. The City cannot adequately support our community and elevate all people, regardless of their backgrounds, identities, or experiences, without first building a base of contextual knowledge, understanding, and trust.

Past

Historically, Ellensburg has been, and still is, a multicultural community composed of a broad range of people and families, with many stories and experiences that have yet to be discovered or shared. Acknowledging and learning local history within the community, the positive and the negative, can help increase awareness and empathy toward others and strengthen our community as a whole. Understanding local history can help create a more inclusive environment for all, where residents feel welcome and equally represented.

Kittitas Valley has always been, and continues to be, sacred to Native people. Traditionally, the Pshwanapum lived in the Kittitas Valley as a sub-band of the larger political and extended family networks of the Yakama tribes and bands. The Pshwanapum members were also referred to as the K'titas ("Kittitas") band, and they moved seasonally throughout the valley and nearby mountains to harvest roots, salmon, berries, game, and medicines. Several other tribal nations including Kiala, Tatxanixsha, Yumi'sh, and Che-lo-han, would hunt and trade in this area as well. Many descendants of these tribes continue to live throughout the 1855 Treaty.

Territory of the Yakamas, practicing, honoring, and teaching the heritage and ancestry of the area. (*Information sourced from Daily Record News article from Aronica Family October 12, 2020, and Kittitas Valley Historical Museum*)

In addition to the many contributions from those commonly identified as the founders of modern Ellensburg, the histories and experiences of those often overlooked within Ellensburg for their contributions and background continues to be uncovered within documentation and oral records, and there is still much more to be discovered. Residents from Black, Chinese, Jewish, Hispanic, and Japanese communities moved to Ellensburg as early as the mid-19th Century for reasons including migrant labor, such as work on the railroad or at local businesses. Sources such as Sanborn Fire Insurance Maps have shown that Ellensburg used to have a "China Town," and "Chinese Laundries" appear to have existed throughout town (Sanborn Map 1888). An African Methodist Episcopal Church was established in 1908 at 404 South Main Street, and many Black individuals played on local baseball teams as well. There is also evidence at times of divisive behavior and negative language towards these communities during this time, as found in newspaper advertisements regarding restaurants and hotels that employed individuals.

Present

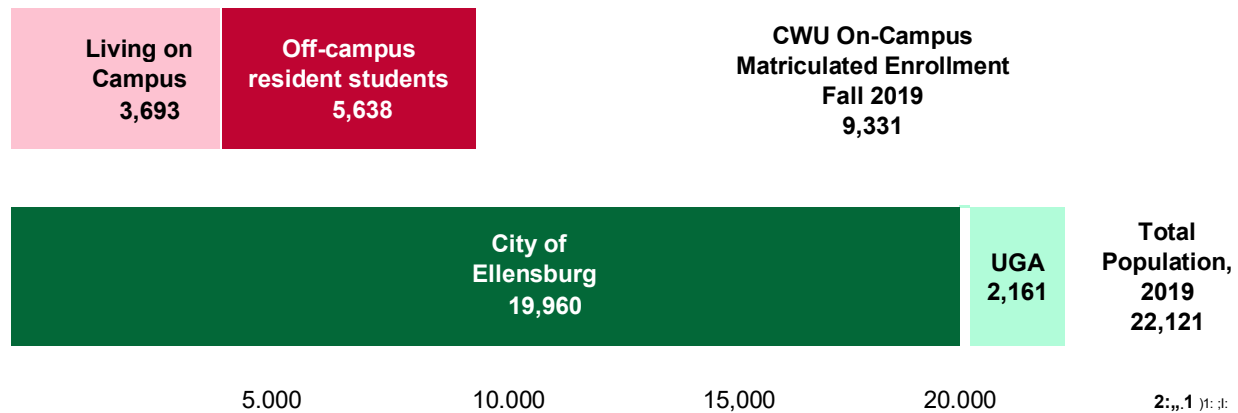
Despite Ellensburg's vibrant multicultural and diverse makeup, individuals from historically underrepresented communities and backgrounds still report that they feel invisible, experience targeted and discriminatory comments and unwelcoming behavior. While members of some communities within Ellensburg have reported experiencing negative or targeted incidents, they also believe that Ellensburg can be more engaging, welcoming, and supportive, and that the welcoming nature of our community can rise to a deeper level of acceptance and affirmation, and can draw on the talents, skills, and experiences of all who live here.

Ellensburg is often a welcoming community where people come together in times of need, where neighbors look out for one another. However, fully supporting and accepting identities, cultures, and backgrounds of those who experience unwelcoming behaviors or additional barriers, can be improved. Strengthening our ability to include and support people of all backgrounds remains an ongoing priority. Similar to what many towns and cities around the country are currently experiencing and working on, the City of Ellensburg recognizes it needs to be more responsive and prepared when handling issues related including all residents, present and future. This chapter lays the groundwork for this to happen, as the City continues towards a future of growth and expansion.

Future

Our dynamic community landscape has continued to develop, particularly in the last ten years, growing in size and in the composition of residents. Statistics from the City of Ellensburg's 2021 Housing Action Plan, show that in 2020, the estimated population of the City, with its urban growth area, (UGA) was 22,879 people, demonstrating a growth rate of roughly 1.9% annually since 2015. Of the 22,879 people, roughly 9,331 constitute CWU enrollment, 3,693 of which were on-campus living, and 5,638 representing off campus resident students, as depicted in *Figure 26*.

¹ Lesbian, gay, bisexual, transgender, and queer and/or questioning

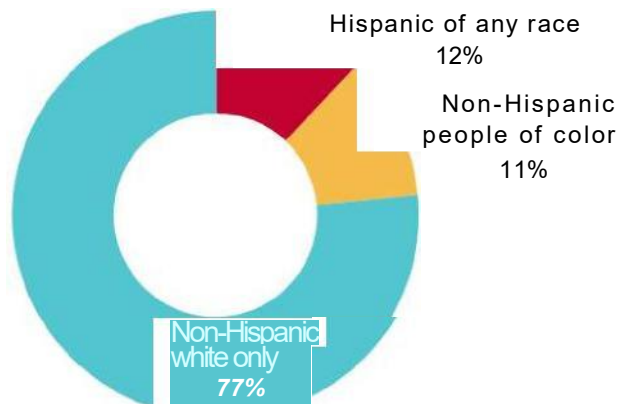
Figure 26. CWU Student Population and Total Population, 2018

Students living on campus represents the housing occupancy for Fall 2019. Programmed capacity is 3,918 and the full built capacity is 4,249.

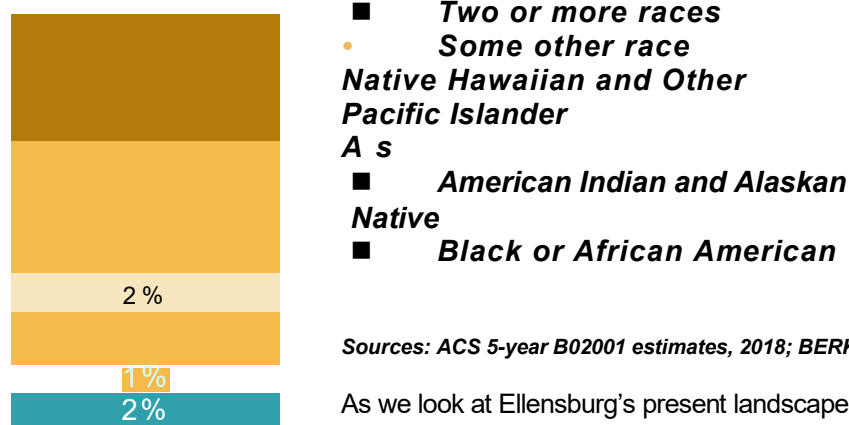
Sources: Central Washington University — Ellensburg Campus, Fall 2019; Washington OFM, 2021; BERK, 2021

As the City continues to support the needs of the various communities that live here, it is important to recognize that the statistics reflected in this chapter from the 2021 Housing Action Plan, do not reflect all of the varied demographics of our community. It is still valuable to look at current information that is available as we work towards obtaining more detailed statistics. It is anticipated that by 2040, 20% of the County population will be in the age bracket over age 65, and 19% in the age bracket of 45 to 64. At the same time, proportional decreases are expected for school-aged youth (5 to 19).

The Census also captures the ethnic background of respondents. As shown in *Figure 27* below, the Ellensburg community in 2018 was majority White and non-Hispanic (77%) but is growing to be more multicultural. From 2010 to 2018, Ellensburg's Hispanic population increased from 7% to 12% overall, and non-Hispanic non-white residents increased from 8% to 11%. *Figure 28* *Figure 27* provides a further breakdown of the Non-White Alone demographics.

Figure 27. Ellensburg Population by Race and Ethnicity, 2028

Sources: ACS 5-year B02001 estimates, 2018; BERK, 2021.

Figure 28. Ellensburg Population by Racial Identity for Non-White Alone Residents, 2028

Sources: ACS 5-year B02001 estimates, 2018; BERK, 2021.

As we look at Ellensburg's present landscape, it's important to recognize how changes in Ellensburg's population have been influenced by many factors, including the role of our local university, and these shifts continue to shape the character of the community. The University's emphasis on attracting students, faculty, and staff, and those from underrepresented backgrounds and identities, continues to impact the demographics of Ellensburg. The changing nature of the labor force has also brought a wider array of people and backgrounds in the community. People from many countries have settled in Ellensburg over the years, and there is no reason to think that these influential factors are going to be less impactful in the future.

As Ellensburg continues to grow, there is the potential for those whose identities are not within the majority to feel excluded, unless the community has a plan for improving its relationships with all residents. The City of Ellensburg has developed this chapter in a sincere effort to create safe, welcoming, and understanding community-- one where all residents know they belong and are welcome.

GOALS, POLICIES, & PROGRAMS

These goals, policies, and programs contain steps that the City of Ellensburg will take to create an accessible, welcoming, equitable, and safe community.

Goal -1:	Increase accessibility to City Services, Projects, Programs, and Events.
Policy A	Support policies and programs that increase accessibility to City services for all, guided by an awareness of varied community needs and potential barriers.
<i>Program 1</i>	Provide increased access to government documents in multiple languages and easily accessible assistance for those who may need additional support.
<i>Program 2</i>	Identify areas of City government where greater physical accessibility and accommodations are needed to increase access to all members of the public.
Policy B	Promote and encourage community engagement and outreach to all.
<i>Program 1</i>	Actively encourage participation from the public for community projects, events, and recreational activities, through a wide variety of media and information distribution methods.
<i>Program 2</i>	Provide City staff and elected officials with tools and regular training to understand and lead actions that deepen their understanding of community needs and to lead efforts that reduce barriers to participation.
<i>Program 3</i>	Establish an ongoing review process of the costs for City-sponsored recreation and leisure activities to ensure that all members of the public have access to these services.
<i>Program 4</i>	Support civic education programs that actively engage of community members from many backgrounds, and encourage diverse representation among local leadership, organizations, and agencies.
Goal -2:	Foster Understanding, Cultural Awareness, and Belonging within the Community.
Policy A	Encourage cultural sharing.
<i>Program 1</i>	Regularly support events and celebrations that highlight the variety of cultural traditions within the community.
<i>Program 2</i>	Encourage the creation of spaces where cultural foods and traditions can be shared among all members of the community, as well as the creation of public spaces that are accommodating and accessible to all.

- Program 3** Encourage increased communication and collaboration between the City government, Central Washington University, businesses, and education and social service sectors, through shared events, projects, and outreach, to help residents feel more comfortable visiting campus, and non-resident students feel more comfortable within the community.
- Policy B** **Encourage local leadership to address ongoing issues that create barriers for participation.**
- Program 1** Encourage City leadership to demonstrate support of groups that experience additional social barriers or a sense of exclusion through a variety of proclamations, and publicly speak to local actions that affect the diverse members of the community.
- Program 2** Support the development of a framework to identify and address areas where individuals experience barriers within our local institutions.
- Program 3** Collaborate with local organizations to help local businesses support a broad spectrum of community members from different backgrounds and cultures.
- Goal -3: Increase accessibility to local services and community resources for all residents.**
- Policy A** **Ensure that high quality service programs are available, accessible, and utilized by all in order to support resident's basic needs.**
- Program 1** Partner with local health and social services to identify strategies for making their services accessible by all means of transportation.
- Program 2** Advocate for low income, residential care facilities, and other housing for aging people to be located close to services and amenities.
- Program 3** Encourage and support programs that seek to provide residents with access to health care providers with varied expertise and backgrounds who can respond to varying cultural and medical needs.
- Policy B** **Encourage healthy activity and lifestyle by making recreational resources and opportunities accessible and welcoming to all residents.**
- Program 1** Provide opportunities for healthy activity in safe and accessible public spaces for all residents.
- Program 2** Encourage communication between local businesses, organizations, and schools, to coordinate food pantries and local food distribution.

ACTION ITEMS

1. Work with DEI Commission to begin regular review of current City policies and procedures to better engage those who face barriers or have been less represented within the City's planning .
2. Provide opportunities for staff and elected officials to engage and learn more about ways to reduce barriers and make Ellensburg more welcoming.
3. Increase use of community engagement to help with local outreach.
4. Review fees and costs for city sponsored recreational and leisure activities.
5. Develop a framework of accountability.
6. Develop a work plan for the Diversity, Equity, and Inclusion Commission.

POLICY CONNECTIONS

The **Housing** chapter includes policies and land use designations that support the development of many types of housing to ensure that people who live and work in Ellensburg have adequate housing choices.

The **Transportation** chapter includes policies related to providing a variety of transportation networks that is available for all community members.

The **Capital Facilities and Utilities** chapter includes policies that focus on providing public facilities and utilities that are accessible and affordable to all community members, including access to the library, reasonably priced utilities, and access to data and technology. This chapter also provides goals centered around providing excellent public safety services.

The **Parks and Recreation** chapter includes policies that focus on providing citywide programs and services that meet all community and group needs, in addition to preserving historical areas and features, while also developing high quality, diversified cultural arts facilities and programs that increase community awareness, attendance, and participation opportunities.

The **Economic Development** chapter includes policies related to growing and sustaining local businesses, while creating opportunities for new businesses that can provide goods and services that meet the needs of the local and regional community.



CHAPTER 9 DIVERSITY, EQUITY & INCLUSION ACCESS, ENGAGEMENT, & BELONGING

WHAT YOU WILL FIND IN THIS CHAPTER

- Background information and context related to local history, current events, and plans for the future, addressing the City's efforts to ensure residents can participate fully and access opportunities without unnecessary barriers. Diversity, Equity, and Inclusion within the City of Ellensburg.
- Policies that seek to make City resources more accessible to all.
- Policies that direct the City's efforts towards encouraging welcoming and inclusive environments within the Community.
- Policies intended to support a culturally inclusive community foster a community environment, where people from all people backgrounds

OVERVIEW

This chapter contains goals, policies, and programs that define how the City of Ellensburg can play a role in fostering an environment of understanding, equity access, and belonging within the community. It recognizes that not all community members experience the city in the same way, and that some face barriers that make it harder to access information, services, or opportunities. The intent of this chapter is to identify ways the City can understand and reduce those barriers, strengthen community connections, and support a sense of belonging for everyone who lives here. The following is the City of Ellensburg's initial action plan aimed at systematically addressing Diversity, Equity, and Inclusion in a way that can effect sustainable change to benefit all residents.

This document is a starting point for the City. There are likely many issues not yet articulated that can be addressed later as they are identified. This chapter is a living document; it is intended to be revisited and revised periodically. The focus is on listening, improving access, and ensuring that people of all backgrounds and identities can engage meaningfully in Ellensburg community

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life, regardless of background and experiences.

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This is an initial framework, within which the City will continue to listen to residents, encourage collaboration and communication, and elevate marginalized voices.

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BACKGROUND & CONTEXT

The City of Ellensburg is committed to creating a community with a lived and built environment that improves lives, supports all people, and provides residents with opportunities to flourish. Creating a community where people can thrive requires paying attention to the lived experiences of those who may encounter obstacles, whether physical, social, economic, or cultural, that impact their ability to navigate daily life or engage with local government. It is important for the Ellensburg community to be inclusive, to celebrate diversity, and to provide equitable opportunities to all. Doing so can help create a thriving local economy, retain our residents and attract new ones, and foster an environment in which individuals can achieve their full potential.

In recent years, national and local conversations have highlighted the importance of understanding how different groups in our community experience Ellensburg. In 2020, many residents shared that certain challenges or barriers affect their ability to access opportunities, feel safe, or feel like they belong. Similar to many cities around the country, the national conversations that occurred in 2020 around race, social justice, and equity, sparked a discussion within our local community. These conversations highlighted the need for the city to build intentional about listening to residents, understanding where barriers exist, and working toward solutions that foster participation, fairness, and a sense of belonging for all who live here. a greater awareness of the impacts and challenges that marginalized communities are faced with on a daily basis. The goal of this chapter is to address ways in which the City can alleviate some of these systemic barriers, and foster a sense of belonging amongst all residents, by consistently listening to the ideas, experiences, and concerns of all who live here, identify ways the City can recognize and address these barriers, and strengthen community connection by consistently listening to residents, responding to concerns, and supporting practices that help all people feel welcomed and included in Ellensburg's civic, social, and economic life.

Why this matters in Ellensburg

Ellensburg is home to residents with a wide range of life experiences, identities, cultural backgrounds, abilities, and circumstances. Not everyone moves through our community with the same level of ease or access, and some residents encounter challenges that others may never see. When the City understands these differences and plans with them in mind, it helps ensure that public services, facilities, and community spaces are welcoming, functional, and safe for everyone.

Paying attention to where people may face barriers, whether physical, social, economic, cultural, linguistic, or informational, allows the City to identify gaps early and respond in ways that strengthen trust and connection. When residents feel seen, valued, and able to participate fully in community life, the whole city benefits. This approach supports a healthy civic environment, fosters stronger neighborhoods, and contributes to a resilient local economy.

The purpose of this chapter is to guide the City in proactively recognizing where barriers may exist, listening to community experiences, and continually improving how we engage with and serve the

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public. By building a community where all residents can participate and feel a sense of belonging, Ellensburg positions itself to grow in a way that is inclusive, collaborative, and forward-looking.

Through the lens of DEI

What does this all mean? Supporting diversity, equity, and inclusion related educational opportunities, social gathering opportunities, and supporting access to community resources, can create a sense of belonging within the community for all residents.

Diversity

Diversity is the presence of differences that may include, but are not limited to, race, gender, religion, sexual orientation, ethnicity, nationality, immigration status, socioeconomic status, language, (dis)ability, age, religious commitment, or political perspective. It is important for the City of Ellensburg to acknowledge and embrace the range of human differences present within our community. Doing so will help to build a strong foundation of understanding and a heightened awareness of the unintended impact of local policies. Embracing diversity means sharing space with others, sharing traditions, foods, and stories. The City can help support a strengthened sense of community and connection through outreach, regular events, and creating spaces accessible to all.

Equity

Equity alleviates barriers to ensure everyone has access to the same opportunities. Equity recognizes that advantages and barriers exist, and that as a result, we don't all start from the same place. Creating and supporting goals and policies that meet the community members where they are, will help to remove systemic barriers that make accessing basic community services challenging. Increasing accessibility to important resources and opportunities that best meet residents varying needs helps all residents succeed.

CITY OF ELLENSBURG COMPREHENSIVE PLAN CHAPTER 9 ACCESS, ENGAGEMENT, & BELONGING
DIVERSITY, EQUITY & INCLUSION PAGE 158

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Diversity is a fact.

Equity is a choice.

Inclusion is an
action.

Belonging is an
outcome.



Inclusion

Inclusion is when all residents experience a sense of belonging and know they are both welcome in our community and encouraged to participate. Working on goals and policies that actively recruit participation and involvement from all residents within the community, fosters a sense of belonging and elevates traditionally marginalized voices. These methods can include listening tours, surveys, discussion groups, and use of a variety of media and print publications designed to be accessible to all residents.

Fostering a sense of belonging

Creating a community where everyone feels they belong requires us to pay attention to the experiences of residents who may not always feel fully seen or heard. When we make space for voices that have historically been, or continue to be, overlooked, we build trust, strengthen connection, and help ensure that the future we shape reflects the needs and hopes of all who live here. It is important for the City of Ellensburg to acknowledge and embrace the range of differences present within our community. Doing so will help to build a strong foundation of understanding and a heightened awareness of the unintended impact of current policies or ways of engaging residents. The City seeks to promote new ways of sharing space with others, sharing traditions, foods, and stories. In doing so, the City of Ellensburg can support a strengthened sense of community and connection through outreach, regular events, and creating spaces accessible to all.

To support all residents, the City will continue to work on ~~on~~ goals and policies that actively recruit participation and involvement from all residents within the community, foster a sense of belonging, and engage those who experience barriers to social and cultural participation. These methods can include listening tours, surveys, discussion groups, and use of a variety of media and print publications designed to be accessible to all residents. Creating and supporting goals and policies that meet the community members where they are will help to remove the barriers that make accessing or engaging with basic community services challenging. Increasing accessibility to important resources and opportunities that best meet residents varying needs helps all residents succeed.



Recognizing the Past - Looking to the Future

An important step in building a forward-thinking vision within the community is to first learn about our local history, listen to residents' perceptions now, and consider how new goals and policies will positively affect the City of Ellensburg's plans for the future. The City cannot adequately support our community and elevate marginalized voices all people, regardless of their backgrounds, identities, or experiences, without first building a base of contextual knowledge, understanding, and trust.

Past

Historically, Ellensburg has been, and still is, a ~~diverse-multicultural~~ community composed of a broad range of people and families, with many stories and experiences that have yet to be discovered or shared.

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Acknowledging and learning local history within the community, the positive and the negative, can help increase awareness and empathy toward others and strengthen our community as a whole. Understanding local history can help create a more inclusive environment for all, where residents feel welcome and equally represented.

Kittitas Valley has always been, and continues to be, sacred to Native people. Traditionally, the Pshwanapum lived in the Kittitas Valley as a sub-band of the larger political and extended family networks of the Yakama tribes and bands. The Pshwanapum members were also referred to as the K'titas ("Kittitas") band, and they moved seasonally throughout the valley and nearby mountains to harvest roots, salmon, berries, game, and medicines. Several other tribal nations including Kiala, Tatxanixsha, Yumi'sh, and Che-lo-han, would hunt and trade in this area as well. Many descendants of these tribes continue to live throughout the 1855 Treaty.

CITY OF ELLENSBURG COMPREHENSIVE PLAN CHAPTER 9 ACCESS, ENGAGEMENT, & BELONGING PAGE 159

CITY OF ELLENSBURG COMPREHENSIVE PLAN CHAPTER 9 DIVERSITY, EQUITY & INCLUSION PAGE 159

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Territory of the Yakamas, practicing, honoring, and teaching the heritage and ancestry of the area. (Information sourced from Daily Record News article from Aronica Family October 12, 2020, and Kittitas Valley Historical Museum)

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In addition to the many contributions from those commonly identified as the founders of modern Ellensburg, the histories and experiences of marginalized communities and people of color those often overlooked within Ellensburg for their contributions and background continues to be uncovered within documentation and oral records, within Ellensburg continue to be uncovered from written and oral records, and there is still much more to be discovered. Historically, members including, but not limited to, Residents from Black, Chinese, Jewish, Hispanic, and Japanese communities have moved to Ellensburg as early as the mid-19th Century, for various reasons for reasons including, such as migrant labor, work on the railroad, and work in local businesses such as work on the railroad or at local businesses. Sources such as Sanborn Fire Insurance Maps have shown that Ellensburg used to have a "China Town," and "Chinese Laundries" appear to have existed throughout town (Sanborn Map 1888). An African Methodist Episcopal Church was established in 1908 at 404 South Main Street, and many Black individuals played on local baseball teams as well. There is also evidence at times of divisive behavior and negative language towards people of color these communities during this time, as found in newspaper advertisements regarding restaurants and hotels that employed Chinese individuals.

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Present

Currently, people of color, members of the LGBTQ+, and disability communities, among many others, Despite Ellensburg's vibrant multicultural and diverse makeup, individuals from historically underrepresented communities and backgrounds still report that they feel invisible, experience slurs and targeted and discriminatory comments and unwelcoming behavior, nonverbal glares, and are subjected behaviors that feel unwelcoming in Ellensburg. While members of some of marginalized communities within Ellensburg have reported experiencing frequent, negative or targeted incidents, they also believe that Ellensburg can be more engaging, welcoming, and inclusive supportive, and that the welcoming nature of our community can rise to a deeper level of acceptance and affirmation, utilizing and can draw on the talents, skills, and experiences of all who live here.

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Ellensburg can be as often a welcoming community that where people comes together in times of need, where strangers reach out and neighbors help each other look out for one another. However, fully supporting and accepting identities, cultures, and backgrounds of those who experience unwelcoming behaviors or additional barriers, people of color, ethnic and religious minorities, and members of the LGBTQ, disability communities, over 65 communities, and others, can be improved. Strengthening our ability to include and support people of all backgrounds remains an ongoing priority. Similar to what many towns and cities around the country are currently experiencing and working on, the City of Ellensburg recognizes it needs to be more responsive and prepared when handling issues related to diversity, equity, and inclusion including all residents, present and future. This chapter lays the groundwork for this to happen, as the City continues towards a future of growth and expansion.

Future

Our dynamic community landscape has continued to develop, particularly in the last ten years, growing in size and in the diversity composition of residents. Statistics from the City of Ellensburg's 2021 Housing Action Plan, show that in 2020, the estimated population of the City, with its urban growth area, (UGA) was 22,879 people, demonstrating a growth rate of roughly 1.9% annually since 2015. Of the 22,879 people,

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roughly 9,331 constitute CWU enrollment, 3,693 of which were on-campus living, and 5,638 representing off campus resident students, as depicted in *Figure 26*.

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¹ Lesbian, gay, bisexual, transgender, and queer and/or questioning

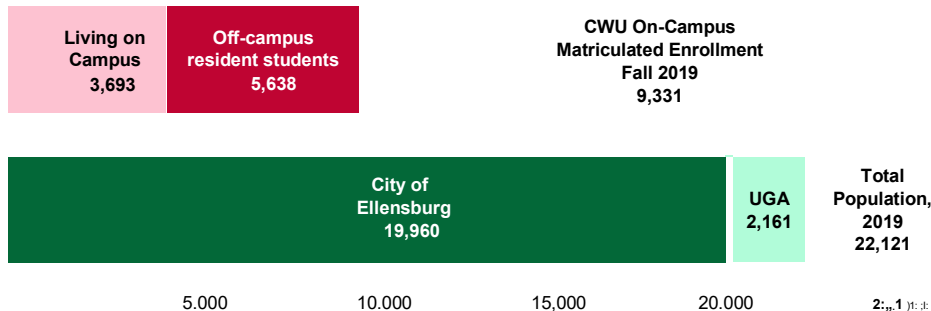
CITY OF ELLENSBURG COMPREHENSIVE PLAN CHAPTER 9 ACCESS, ENGAGEMENT, & BELONGING DIVERSITY,
EQUITY & INCLUSION PAGE 160

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since 2015. Of the 22,879 people, roughly 9,331 constitute CWU enrollment, 3,693 of which were on-campus living, and 5,638 representing off campus resident students, as depicted in Figure 26.

Figure 26. 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

As the City continues to support the needs of the diverse various communities that live here, it is important to recognize that the statistics reflected in this chapter from the 2021 Housing Action Plan, do not reflect all of the diverse varied demographics of our community. Keeping that in mind, it is still valuable to look at current information that is available, as we work towards obtaining more detailed statistics in the future. By 2040 it is anticipated that by 2040, 20% of the County population will be in the age bracket over age 65, and 19% in the age bracket of 45 to 64. At the same time, proportional decreases are expected for school-aged youth (5 to 19).

The Census also captures racial identity and Hispanic ethnic identity for respondents the ethnic background of respondents. As shown in Figure 27 below, the Ellensburg community in 2018 was majority White and non-Hispanic (77%) but is growing more to be more multicultural ethnically and racially diverse. From 2010 to 2018, Ellensburg's Hispanic population increased from 7% to 12% overall, and non-Hispanic people of color non-white residents increased from 8% to 11%. Figure 28 Figure 27 provides a further breakdown of the Non-White Alone demographics.

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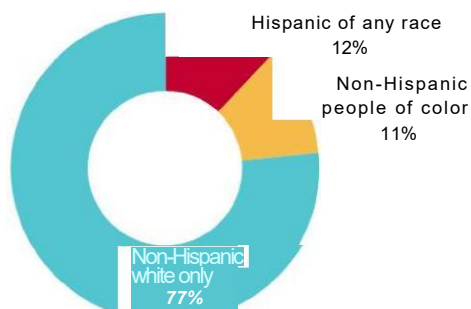
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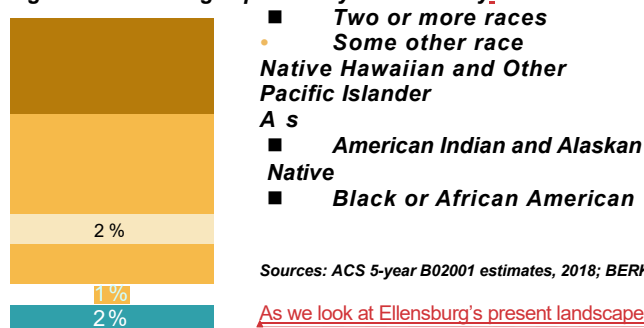
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Figure 27. Ellensburg Population by Race and Ethnicity, 2028

Sources: ACS 5-year B02001 estimates, 2018; BERK, 2021.

Figure 28. Ellensburg Population by Racial Identity for Non-White Alone Residents, 2028

Sources: ACS 5-year B02001 estimates, 2018; BERK, 2021.

As we look at Ellensburg's present landscape, it's important to recognize how changes in Ellensburg's population have been influenced by many factors, including the role of our local university, and these shifts continue to shape the

character of the community. The University's emphasis on attracting students from minority and underserved communities, as well as diverse faculty and staff diverse students, faculty, and staff, and those from underrepresented backgrounds and identities, continues to impact the demographics of Ellensburg. The changing nature of the labor force has also brought a wider array of people and backgrounds created greater diversity in the community. People from many countries have settled in Ellensburg over the years, and there is no reason to think that these influential factors are going to be less impactful in the future.

As Ellensburg continues to grow, there is the potential for marginalized groups those whose identities are not within the majority to feel excluded, unless the community has a plan for improving cultural-its relationships with all residents. The City of Ellensburg has developed this chapter in a sincere effort to create an equitable, just, and safe community safe, welcoming, and understanding community—one where all residents know they belong and are welcome.

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GOALS, POLICIES, & PROGRAMS

These DEI goals, policies, and programs contain steps that the City of Ellensburg will take to create an inclusiveaccessible, welcoming, equitable, and safe community.

Goal DEI-1: Increase accessibility to City Services, Projects, Programs, and Events.

Policy A Support policies and programs that increase accessibility to City services for all, guided by an awareness of varied community needs and potential barriers,utilizing the lens of diversity, equity, and inclusion.

Program 1 Provide increased access to government documents in multiple languages and easily accessible assistance for those who may need additional support.

Program 2 Identify areas of City government where greater physical accessibility and accommodations are needed to increase access to all members of the public.

Policy B Promote and encourage community engagement and outreach to all.

Program 1 Actively encourage participation from the public for community projects, events, and recreational activities, through a wide variety of media and information distribution methods.

Program 2 Provide City staff and elected officials with tools and regular training to understand and lead actions that deepen their understanding of community needs and to lead efforts that reduce barriers to participation,are inclusive and equitable.

Program 3 Establish an ongoing review process of the costs for City-sponsored recreation and leisure activities to ensure that all members of the public have access to these services.

Program 4 Support civic education programs that actively engage of -community members from many backgroundsdiverse groups of the community, and encourage diverse representation among local leadership, organizations, and agencies.

Goal DEI-2: Foster Racial Understanding, EquityInclusive ExcellenceCultural Awareness, Multiculturalism, and Belonging within the Community.

Policy A

Program 1

Encourage cultural sharing.

Program 2

Regularly support events and celebrations that highlight the variety of cultural traditions within the community.

Encourage the creation of spaces where cultural foods and traditions can be shared among all members of the community, as well as the creation of public spaces that are accommodating and accessible to all.

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Program 3 Encourage increased communication and collaboration between the City government, Central Washington University, businesses, and education and social service sectors, through shared events, projects, and outreach, to help residents feel more comfortable visiting campus, and non-resident students feel more comfortable within the community.

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Policy B Encourage local leadership to address systemic-ongoing issues that create barriers for participation.

Program 1 Encourage City leadership to demonstrate support of marginalized groups that experience additional social barriers or a sense of exclusion through a variety of proclamations, and publicly speak to local actions that affect the diverse members of the community.

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Program 2 Support the development of a framework to identify and address systemic inequalities areas where individuals experience barriers within our local institutions.

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Program 3 Collaborate with local organizations to help local businesses support diverse a broad spectrum of community members from different backgrounds and cultures of the community.

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Goal DEI-3: Increase accessibility to local services and community resources for all residents.

Policy A Ensure that high quality service programs are available, accessible, and utilized by all in order, to support resident's basic needs.

Program 1 Partner with local health and social services to identify strategies for making their services accessible by all means of transportation.

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Program 2 Advocate for low income, residential care facilities, and other housing for aging personspeople to be located close to services and amenities.

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Program 3 Encourage and support programs that seek to provide residents with access to diverse health care providers with varied expertise and backgrounds who can respond to varying cultural and medical needs.

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Policy B Encourage healthy activity and lifestyle by making recreational resources and opportunities accessible and welcoming to all residents.

Program 1 Provide opportunities for healthy activity in safe and accessible public spaces for all residents.

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Program 2 Encourage communication between local businesses, organizations, and schools, to coordinate food pantries and local food distribution.

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ACTION ITEMS

1. Work with DEI Commission to begin regular review of current City policies and ~~procedures~~ [procedures to better engage those who face barriers or have been less represented within the City's planning using the lens of Diversity, Equity, and Inclusion.](#)
2. ~~Begin work towards regular Diversity, Equity, and Inclusion training for City staff and elected officials.~~ [Provide opportunities for staff and elected officials to engage and learn more about ways to reduce barriers and make Ellensburg more welcoming.](#)
3. Increase use of community engagement ~~and social media tools~~ to help with local outreach.
4. Review fees and costs for city sponsored recreational and leisure activities.
5. Develop a framework of accountability.
6. Develop a work plan for the Diversity, Equity, and Inclusion Commission.

POLICY CONNECTIONS

The **Housing** chapter includes policies and land use designations that support the development of many types of housing to ensure that people who live and work in Ellensburg have adequate housing choices.

The **Transportation** chapter includes policies related to providing a variety of transportation networks that is available for all community members.

The **Capital Facilities and Utilities** chapter includes policies that focus on providing public facilities and utilities that are accessible and affordable to all community members, including access to the library, reasonably priced utilities, and access to data and technology. This chapter also provides goals centered around providing excellent public safety services.

The **Parks and Recreation** chapter includes policies that focus on providing citywide programs and services that meet all community and group needs, in addition to preserving historical areas and features, while also developing high quality, diversified cultural arts facilities and programs that increase community awareness, attendance, and participation opportunities.

The **Economic Development** chapter includes policies related to growing and sustaining local businesses, while creating opportunities for new businesses that can provide goods and services that meet the needs of the local and regional community.

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Meeting Date: December 15, 2025

**City of Ellensburg
City Council Agenda Report**

Agenda Subject: Resolution 2025-32 - Fiscal Year 2026 Pay Plan for Non-Represented Employees (Public Comment Opportunity)

Submitted by: Lisa Young, HR Director

Department: Human Resources

Suggested Motion/Action:

Move to approve Resolution 2025-32 adopting the 2026 fiscal year Pay Plan for Non-Represented employees, including the necessary budget adjustments.

Background/Summary:

A pay plan resolution is submitted to Council for consideration each year. The Resolution, if adopted, will establish the Fiscal Year 2026 pay scales for non-represented employees.

Previous Council Action:

Approval of Resolution 2024-33 adopting the 2025 pay plan, Resolution 2025-11 amending the 2025 pay plan, Resolution 2025-17 adding a Long Term Temporary Employee, and ongoing support of establishing competitive pay and benefits for City employees.

Analysis:

Human Resources and the City Manager completed a review of the current non-union pay grades to ensure that we are competitive in the labor market. Data sources included the Consumer Price Index All Urban Consumers (CPI-U), West Region - Class Size B/C, June 2024 to June 2025, and the 2025 Association of Washington Cities (AWC) Salary Survey. For 2026, it is recommended that the 2025 wages be adjusted by 6.5%, which reflects a 3.5% market adjustment and a 3.0% Cost of Living Adjustment (COLA).

Annual step (merit) increases for non-represented employees will be available in 2026 for those who are not at the top of their pay grade.

For fiscal year 2025, Council approved an additional \$50/month in VEBA benefit as part of the transition to the AWC Employee Benefit Trust, for a total of \$150/month. This Resolution will continue the monthly HRA VEBA contribution at \$150/month per non-Union benefit-eligible employee in 2026. *(An HRA VEBA is a Health Reimbursement Arrangement through a trust called the Voluntary Employees' Benefit Association. Funds may only be used to reimburse qualified out-of-pocket medical expenses.)*

Financial Impact:

The estimated financial impact of the Fiscal Year 2026 Pay Plan is as follows:

The total projected cost is \$654,969. Of that amount, \$542,557 is Salary/Wages, \$75,811 is wage-associated payroll costs such as retirement, FICA, disability insurance, and WPFML costs, and \$36,500 is to continue the additional \$50/month VEBA contribution in 2026.

Of the total cost, approximately \$403,070 would be paid by the General Fund. A significant portion of those costs are administrative services and will be reallocated to other funds as part of the City's standard cost allocation process. The total impact to the General Fund is approximately \$251,196.

Staff recommends approval of Resolution 2025-32 as presented, including the necessary budget adjustments.

Budget Adjustment: Yes

Attachments:

1. 2025-32 - Pay Resolution for 2026 - Non-Represented Employees - for 12.15.2025

RESOLUTION NO. 2025-32

A RESOLUTION establishing the Fiscal Year 2026 compensation schedule for each position in the City service not covered by a valid union contract.

WHEREAS, the City Manager has prepared and submitted to the City Council of the City of Ellensburg a standard schedule of pay; and

WHEREAS, maintaining living wage jobs is essential to attracting and retaining quality employees; and

WHEREAS, 2025 pay grades and steps have been amended for 2026 by 6.5% to reflect a market adjustment of 3.5%, and an annual Cost of Living Adjustment (COLA) of 3.0% to maintain the integrity of the pay grade structure, and ensure wages remain competitive; hourly positions will be adjusted based on the 2026 Washington State Minimum Wage (\$17.13); and

WHEREAS, City Council has determined that the City Manager position will be adjusted from Pay Grade 50 to Pay Grade 53; this adjustment ensures the wage remains competitive, reflects the value of the City Manager role to the organization, and helps decrease wage compression; and

WHEREAS, in August 2025 Council approved Resolution 2025-17, establishing one (1) long-term temporary position in Finance for up to three (3) years to add staff capacity for the transition to a new Enterprise Resource Planning software, now incorporated herein; and

WHEREAS, in October 2025 Council approved Resolution 2025-28, reclassifying the Energy Services Operations Analyst to Finance Officer to better align staffing with the department's strategic priorities, now incorporated herein; and

WHEREAS, the City Council of said City desires to adopt such amended pay plan;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. The compensation structure for each non-represented position is hereby adopted as set forth below, effective January 1, 2026.

CLASS TITLES BY DEPARTMENT

PAY RANGE

CITY MANAGER			
TITLE	MIN	MAX	Pay Grade
City Manager	16,888	19,108	53
Assistant City Manager (vacant)*	14,926	16,888	48
City Attorney	14,926	16,888	48
Human Resources Director	11,952	13,523	39
Assistant City Attorney (vacant – contract with County)	10,828	12,251	35
Public Information Officer	9,337	10,564	29
Arts & Economic Development Manager	8,887	10,055	27
Human Resources Specialist (2)	7,294	8,254	19
Executive Assistant – City Attorney/Deputy City Clerk	7,116	8,053	18
<i>continued on next page</i>			

CITY MANAGER (continued)			
Executive Assistant – City Manager	6,447	7,296	14
Civil Service Secretary/Chief Examiner	150/mo	150/mo	n/a
Legal Intern	17.13/hr	17.13/hr	n/a

** An Assistant City Manager position will be reviewed during the 2027-2028 biennial budget.*

COMMUNITY DEVELOPMENT			
TITLE	MIN	MAX	Pay Grade
Community Development Director	11,952	13,523	39
Building Official	9,109	10,306	28
Planning Manager	9,109	10,306	28
Building Inspector II*	7,855	8,888	22
Housing & Grants Administrator	7,476	8,460	20
Building Inspector I*	7,294	8,254	19

**Only one (1) Building Inspector position is authorized in the budget – level will depend on qualifications.*

ENERGY SERVICES			
TITLE	MIN	MAX	Pay Grade
Energy Services Director	14,562	16,476	47
Senior Electrical Engineer	11,660	13,193	38
Project Engineer	11,376	12,871	37
Operations Supervisor – Gas	11,376	12,871	37
Operations Supervisor - Light	11,376	12,871	37
Energy Resources Manager	11,099	12,557	36
Gas Engineer	10,564	11,952	34
Telecom Business Manager	9,810	11,099	31
Finance Officer – ES	7,476	8,460	20
Sustainability & Energy Coordinator	7,294	8,254	19
Rate Analyst	7,116	8,053	18
Engineering Intern – Gas Division	22.00/hr	22.00/hr	n/a
Engineering Intern – Light Division	22.00/hr	22.00/hr	n/a

FINANCE			
TITLE	MIN	MAX	Pay Grade
Finance Director	13,193	14,927	43
Assistant Finance Director	10,828	12,251	35
Utility Services Manager	9,810	11,099	31
Accountant III – Financials	9,109	10,306	28
Accountant III – Budget Officer	9,109	10,306	28
Finance ERP Coordinator (long-term temp)	9,109	10,306	28

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FINANCE (continued)			
City Clerk	8,051	9,110	23
Accountant II	7,476	8,460	20
Contracts & Procurement Specialist	7,476	8,460	20

INFORMATION TECHNOLOGY			
TITLE	MIN	MAX	Pay Grade
IT Director	11,952	13,523	39
IT Manager (Network/Security)	9,810	11,099	31
IT Systems Administrator (2 positions)	8,459	9,571	25
IT Business Analyst II*	8,459	9,571	25
IT Business Analyst I*	7,663	8,671	21
Service Desk Specialist	6,447	7,296	14
IT Intern (2)	17.13/hr	17.13/hr	n/a

*Only two (2) IT Business Analyst positions are authorized in the budget – level will depend on qualifications.

LIBRARY			
TITLE	MIN	MAX	Pay Grade
Library Director	11,099	12,557	36
Librarian	6,608	7,478	15
Part-time Library Substitute	17.13/hr	17.13/hr	n/a

PARKS AND RECREATION			
TITLE	MIN	MAX	Pay Grade
Parks & Recreation Director	11,376	12,871	37
Aquatic & Recreation Supervisor	7,294	8,254	19
Recreation Leader	22.95	26.58	n/a
Recreation Staff	17.99	24.10	n/a

POLICE			
TITLE	MIN	MAX	Pay Grade
Police Chief	13,193	14,927	43
Police Captain (2 positions)	11,376	12,871	37
Police Records Supervisor	7,476	8,460	20
Crime Analyst	7,116	8,053	18
Reserve Officer	17.13/hr	17.13/hr	n/a

PUBLIC WORKS			
TITLE	MIN	MAX	Pay Grade
Public Works Director	14,562	16,476	47
City Engineer/Engineering Services Manager	12,557	14,208	41
<i>continued on next page</i>			

PUBLIC WORKS (continued)			
Assistant Public Works Director	10,828	12,251	35
Assistant City Engineer/Capital Projects Manager*	10,828	12,251	35
Facilities & Fleet Manager	10,828	12,251	35
Civil Engineer (2 positions)	10,306	11,660	33
Water Resource Manager	9,810	11,099	31
Transit Manager	9,810	11,099	31
Finance Officer - PW	7,476	8,460	20
Water/Storm Program Coordinator	7,294	8,254	19

**Plus 5% for current ISA Arborist Certification*

All other City positions are covered by Union contracts. This resolution has no application to such positions.

Section 2. The Pay Plan set forth herein shall be administered in accordance with applicable provisions of the Personnel Policies Manual and as further provided herein.

Section 3. Special Assignment Pay. The City Manager may authorize additional pay of up to 5% in addition to an employee's base salary for duties assigned beyond the employee's regular job responsibilities. Additional pay must be within the approved budget or approved through a supplemental budget request. The City Manager is not eligible for special assignment pay.

Section 4. Personal Time Off (PTO). The PTO program was established in 2016. As a condition of implementation of the PTO program employees will receive annually in their paycheck for the January 1-15 payroll period the sum of \$262.00. This amount shall be reviewed by the City Manager in November of each year and adjusted as necessary and appropriate by the City Manager.

Section 5. PTO Accrual Carry-Over or Cash Out. If an employee is unable to take PTO leave due to circumstances dictated by special needs of the City, the City Manager may authorize the carry-over or cash-out of any portion of an employee's accrued PTO hours in excess of the maximum allowable accrued PTO hours identified in the Personnel Manual.

Section 6. Cell Phone Allowances. Employees required to carry a cell phone for City business may be provided a cell phone by the City for official use, or with the approval of the City Manager, may be provided a cell phone allowance of up to \$75 per month to compensate for the use of a private cell phone for City business. Employees requesting the allowance must submit a copy of their cell phone bill to HR for approval of the reimbursement and must abide by all applicable City policies.

Section 7. Life Insurance and Long-Term Disability. Employees covered under this resolution shall be provided with a \$25,000 life insurance policy and a long-term disability plan at City expense.

Section 78. VEBA. The City will contribute \$150 per month to the HRA VEBA accounts of benefit-eligible employees covered under this Resolution.

This Resolution supersedes all prior pay resolutions.

PASSED AND ADOPTED by the City Council of the City of Ellensburg at a regular meeting on the 15th day of December 2025.

Mayor

Attest:

City Clerk



Meeting Date: December 15, 2025
City of Ellensburg
City Council Agenda Report

Agenda Subject: Interlocal Agreement Between the City of Ellensburg and Kittitas County for Flood Insurance Rate Map Updates for Whiskey and Mercer Creeks (Public Comment Opportunity)

Submitted by: Dan Carlson, Community Development Director

Department: Community Development

Suggested Motion/Action:

Move to approve the City Manager's signature on an Interlocal Agreement between the City of Ellensburg and Kittitas County for Flood Insurance Rate Map Updates for Whiskey and Mercer Creeks (as attached, or in substantially similar form).

Background/Summary:

The City of Ellensburg recently completed an urban flood modeling and analysis project funded by the Department of Ecology Flood Control Account Assistance Program (FCAAP) to support increased understanding of Mercer and Whiskey Creek flooding and to support the County-Wide Flood Control Zone District-led flood risk mapping efforts. This flood modeling and analysis has led to updated technical data that the City and County wish to submit to the Federal Emergency Management Agency (FEMA) for the purpose of updating the Whiskey and Mercer Creeks Flood Rate Insurance Maps (FIRMS). Staff is proposing the attached Interlocal Agreement (ILA) between the City and the County to identify how each party will support the effort to submit updated technical information to FEMA for the purpose of updating Flood Insurance Rate Maps for Whiskey and Mercer Creeks.

Previous Council Action:

City Council adopted the current FIRMS on September 20, 2021. Council approved the authorization of the \$400,000 FCAAP grant agreement with the Department of Ecology on December 18, 2023. On April 1, 2024, Council authorized the City Manager to sign the Professional Service Agreement between the City and Perteet, Inc. for urban flooding analysis.

Analysis:

Under the ILA, the County would be responsible for preparing a draft FIRM for City review, and for preparing and submitting a Letter of Map Revision (LOMR) submittal to FEMA for Whiskey and Mercer Creeks. Additional County responsibilities include coordinating with the City on communication received from FEMA, and providing legal notices and notifications. Both parties would be responsible for discussing updated flood risk models, reviewing and providing feedback on draft Flood Insurance Rate Map products, addressing concerns raised during the LOMR review process, providing community acknowledgment signatures, and developing a coordinated public outreach and notification program.

Financial Impact:

None at this time.

Budget Adjustment: No

Attachments:

1. 2025ILA_Remapping_KittitasCounty_Ellensburg
2. Ellensburg Urban Flooding Hydraulic Analysis Memo 2025-06-30 (1)
3. Flood_ILA_Council_Update

INTERLOCAL AGREEMENT BETWEEN KITTITAS COUNTY AND CITY OF ELLENSBURG FOR FLOOD INSURANCE RATE MAP UPDATES FOR WHISKEY AND MERCER CREEKS

This Interlocal Agreement (hereinafter the “Agreement”) is entered into by and between Kittitas County (herein after “County”), and the City of Ellensburg (herein after “City”), both municipal corporations of the State of Washington, for the purpose of requesting the Federal Emergency Management Agency Update Flood Insurance Rate Maps for Whiskey and Mercer Creeks.

RECITALS

WHEREAS, the parties are public agencies as defined in the Interlocal Cooperation Act (RCW 39.34), and wish to enter into this Agreement pursuant to the provisions of said Act, which allows public agencies to cooperate on a basis of mutual advantage to provide services and facilities in an optimized manner to address the needs of local communities; and

WHEREAS, the parties participate in the National Flood Insurance Program (44 CFR Parts 59 and 60) and administer the Washington State Floodplain Management Act (Chapter 86.16 RCW); and

WHEREAS, the National Flood Insurance Program Flood Insurance Rate Maps (“FIRMS”) are an official map used by the Federal Emergency Management Agency (“FEMA”) to delineate Special Flood Hazard Areas; and

WHEREAS, per National Flood Insurance Program participation requirements, the parties utilize FIRMS for floodplain development regulation; and

WHEREAS, Whiskey and Mercer Creeks flow through both unincorporated Kittitas County and the City of Ellensburg; and

WHEREAS, the FIRMS for Whiskey and Mercer Creeks are based on studies completed by FEMA in the 1970s; and

WHEREAS, Kittitas County established a County-Wide Flood Control Zone District (District) pursuant to chapter 86.15 RCW for the purpose of addressing flood management needs within county; and

WHEREAS, the City recently completed an urban flood modeling and analysis project, funded by the Department of Ecology Flood Control Account Assistance Program (“FCAAP”) to support increased understanding of Mercer and Whiskey Creek flooding and support District-led flood risk mapping efforts; and

WHEREAS, FCAAP, FEMA and District investments have improved our understanding of flood risk along Whiskey and Mercer Creek; and

WHEREAS, City and County wish to submit this updated technical information to FEMA for the purpose of the Whiskey and Mercer Creek FIRMS; and

WHEREAS, the governing body of each party to this Agreement has approved such party’s involvement in the cooperative interlocal activities as described herein; and

WHEREAS; it is mutually beneficial for the parties to enter into this Agreement at this time;

NOW, THEREFORE, Kittitas County and the City of Ellensburg hereby agree as follows:

1. Purpose. The purpose of this Agreement is to identify how each party will support the effort to submit updated technical information to FEMA for the purpose of updating Flood Insurance Rate Maps for Whiskey and Mercer Creeks.
2. Term. The term of this Agreement shall be from the last date of signature through December 31, 2027, unless the Agreement is terminated early or its term is extended as provided herein.
3. Responsibilities of the Parties.
 - a. Kittitas County's Responsibilities:
 - i. Lead and have primary responsibility for flood risk modeling efforts for Whiskey and Mercer Creeks.
 - ii. Prepare draft Flood Insurance Rate Map products for City review.
 - iii. Prepare and submit a Letter of Map Revision (LOMR) Submittal Package for FEMA for Whiskey and Mercer Creeks, which will include Flood Insurance Rate Map products.
 - iv. Coordinate with the City on communication received from FEMA regarding the submitted LOMR.
 - v. After mutual acceptance by both parties regarding a public-facing notification document and the recipient distribution list, print and mail the document.
 - vi. Publish legal notice meeting FEMA LOMR requirements in the paper of record and in the Daily Record (if not the paper of record).
 - vii. Provide property-specific information about the proposed map revisions upon request by affected property owners.
 - b. Joint Responsibilities of the Parties:
 - i. Discuss updated flood risk models, identify areas where community members will be affected by changes, and collaborate to develop a clear picture of the implications of the map change on the City and Urban Growth Area.
 - ii. Review and provide feedback on draft Flood Insurance Rate Map products
 - iii. Review and provide feedback on LOMR submittal package for FEMA
 - iv. Cooperatively address concerns identified through the Flood Insurance Rate Maps review process utilizing best practices and flood risk modeling and FEMA guidance and standards.
 - v. Provide community acknowledgement signatures in support of the LOMR application, provided there is mutual agreement on the maps submitted.
 - vi. Develop a coordinated public outreach and notification program to be implemented as maps are updated.

- vii. Hold one in-person public outreach event about the pending changes to the Flood Insurance Rate Maps.

- 4. Points of Contact. The parties' addresses and points of contact for any notices to be delivered under this Agreement are as follows:

KITTITAS COUNTY

411 North Ruby Street, Suite 1
Ellensburg, WA 98926

Arden Thomas
Water Resource Manager
Public Works
Arden.thomas@co.kittitas.wa.us
509-962-7690

CITY OF ELLENSBURG

501 Anderson Street
Ellensburg, WA 98926

Dan Carlson
Director
Community Development
carlsond@ci.ellensburg.wa.us
509 925-8653

- 5. Budget and Payment. Both City and County will provide resources for the completion of responsibilities. No funding or payment from one party to the other will occur as part of this agreement.
- 6. Administration. For the purposes of RCW 39.34.030(4)(a), the points of contact as listed in section 4. above shall be the administrators of this Agreement. No separate legal or administrative entity is created by this Agreement. No joint budget or financing method is created by this Agreement; each party will manage its own financing and budgeting processes hereunder. This Agreement will be posted online or filed with the county auditor as required by RCW 39.34.040.
- 7. Termination. This Agreement may be terminated at any time by mutual written agreement of the parties. Additionally, this Agreement may be terminated unilaterally at any time by either party with thirty (30) days' written notice to the other party. Termination of this Agreement by any means provided herein shall not excuse either party's performance of its obligations hereunder through the effective date of termination.
- 8. Modification. The parties may modify the terms of this Agreement through one or more formal written amendments, signed by both parties.
- 9. Notices. Written notices required or permitted to be provided by one party to the other party under this Agreement may be provided by personal delivery, legal courier service, or certified mail, postage prepaid and return receipt requested. Notice may be provided by regular first-class mail if simultaneous notice is provided by email. Notices given by a party shall be provided to the other party's point of contact as listed in Section 4. of this Agreement.
- 10. Insurance. Each party shall maintain general liability coverage at all times, and such liability coverage documents shall be made available to the other party on an annual basis. Each party

may choose to share the other party's coverage documents with their insurance carrier or risk pool. The failure of any insurance carrier or self-insured pooling organization to agree to or follow the terms of this section shall not relieve any individual party from its obligations under this Agreement.

11. Property. The parties do not anticipate acquiring jointly owned personal or real property under this Agreement. Any personal property of a party used in the performance of this Agreement in the possession of the other party shall be returned to the owner promptly upon completion of each task for which such personal property was utilized.
12. Records. Each party shall preserve and maintain its records relating to this Agreement for six (6) years after termination or expiration of the Agreement. Such records shall be subject to inspection, review and audit by either party, the Washington State Auditor's Office, or any other entity as required by law.
13. Indemnification. Each party will be responsible for its own acts and/or omissions in its performance under this Agreement, and the acts and/or omissions of its employees, agents, officials, and registered volunteers. Neither party shall be responsible to the other party for the acts or omissions of persons or entities not a party to this Agreement. The parties agree to maintain a consolidated defense to claims made against them and to reserve all indemnity claims against each other until after liability to the claimant and damages, if any, are adjudicated. If any claim is resolved by voluntary settlement and the parties cannot agree upon apportionment of damages and defense costs, they shall submit apportionment to binding arbitration. The indemnification obligations of the parties shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other worker's compensation act, disability benefit act or other employee benefit act. Each party hereby expressly waives any immunity afforded by such acts to the extent required by its obligations to indemnify, defend and hold harmless the other party. A party's waiver of immunity does not extend to claims made by its employees directly against the party as employer. The foregoing indemnification obligations of the parties are a material inducement to enter into this Agreement and have been mutually negotiated.
14. Independent Capacity. Each party to this Agreement shall act in an independent capacity and not as an agent or representative of the other party. The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be the employees or agents of that party, and shall not be considered for any purpose to be the employees or agents of the other party.
15. Severability. If any provision of this Agreement shall be held invalid, such invalidity shall not affect the other provisions of this Agreement that can be given effect without the invalid provision, if such remainder is consistent with applicable law and with the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.
16. Waiver. The waiver by a party of any default or breach of this Agreement, or the failure of a party to enforce any provision hereof or to exercise any right or privilege hereunder, shall not be

deemed to waive any prior or subsequent breach or default, the enforcement of any provision hereof, or the exercise of any right or privilege hereunder, unless otherwise stated in a signed writing by the party granting such waiver.

17. Disputes. In the event of a dispute between the parties relating to this Agreement, the parties agree to make a good faith attempt to resolve such dispute informally, prior to the commencement of any legal action or arbitration.
18. Governing Law. This Agreement shall be governed by the laws of the State of Washington.
19. Force Majeure. In the event of a forced delay in performance by a party of its obligations under this Agreement, due to causes beyond that party's reasonable control, including but not limited to natural disasters, epidemics, embargoes, war, insurrection, riots, or strikes, such party's time for performance under this Agreement shall be extended for the period of the forced delay.
20. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all other agreements, understandings, negotiations and discussions, oral or written, express or implied, relating to the subject matter hereof.

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the parties through their authorized representatives, effective as of the latest date written below.

KITTITAS COUNTY	CITY OF ELLENSBURG
BOARD OF COUNTY COMMISSIONERS	
Laura Osiadacz, Chair	Signature
Date:	
	Printed Name
Attest:	Title
	Date:
Clerk of the Board	

Technical Memorandum

To: Arden Thomas, Kittitas County Public Works

From: Colin Butler, PE and Kristina Roller, EIT, Watershed Science & Engineering

Date: June 30, 2025

Re: Ellensburg Urban Flooding Hydraulic Analysis

1 INTRODUCTION

The City of Ellensburg (City), in partnership with the Kittitas County Department of Public Works (County), is conducting an analysis of urban flooding within the City's Urban Growth Area to develop a new stormwater model for the City and inform flood hazard mapping updates along Whiskey and Mercer Creek. The County is leading the mapping effort and hired Watershed Science & Engineering (WSE) to update an existing two-dimensional (2D) hydraulic model of Whiskey and Mercer creeks to reflect data developed by the urban flood analysis and to apply the model to evaluate the impacts of climate change and stormwater-riverine flooding interaction on 10- and 100-year flood risk within the study area. WSE also coordinated with FEMA on flood hazard mapping options and worked with the City and County to develop a mapping approach for the study area. This memo documents the hydraulic model development, model results, proposed FEMA mapping approach, study recommendations, and flood mitigation alternatives developed as part of the analysis.

2 LOCATION & BACKGROUND

Whiskey Creek and Mercer Creek are located in Kittitas County, WA and flow through the City. Figure 1 shows the study area, which extends approximately 7 miles from the upstream Whiskey and Mercer creek flow split from Wilson Creek to the downstream confluence of Mercer and Wilson creeks in the City. The creeks are on the western portion of an alluvial fan that drains the Naneum Creek watershed upstream of the study area. Flooding on Whiskey and Mercer creeks is characterized by shallow overland flow that concentrates within numerous swales that flow roughly parallel to the channels. Flow patterns are complicated by interactions with roads, bridges, culverts, and irrigation canals, and flooding intermingles between the creeks as it moves downstream. In this setting, 2D modeling was necessary to accurately represent complex flooding across the alluvial fan.

The County previously hired WSE to develop a 2D hydraulic model of Whiskey and Mercer creeks and produce flood mapping products to update FEMA's effective Flood Insurance Rate Maps (FIRMs) for portions of the City and County (WSE, 2019). Since then, the City and County have conducted an in-depth analysis within the Ellensburg Urban Growth Area to characterize urban flooding and identify flood mitigation opportunities. A consultant team, led by Perteet

with support from Evergreen Storm H2O for the stormwater analysis and WSE for the flood modeling analysis, was hired to conduct the analysis. The City and its consultants focused on stormwater flooding, inventorying the City's stormwater network, and developing a detailed stormwater model to assess system performance during urban storm events. The County and WSE focused on riverine surface water flooding, incorporating new data into the Whiskey-Mercer hydraulic model, developing a recommended FEMA mapping approach, and evaluating future climate change and combined riverine/stormwater flooding scenarios.

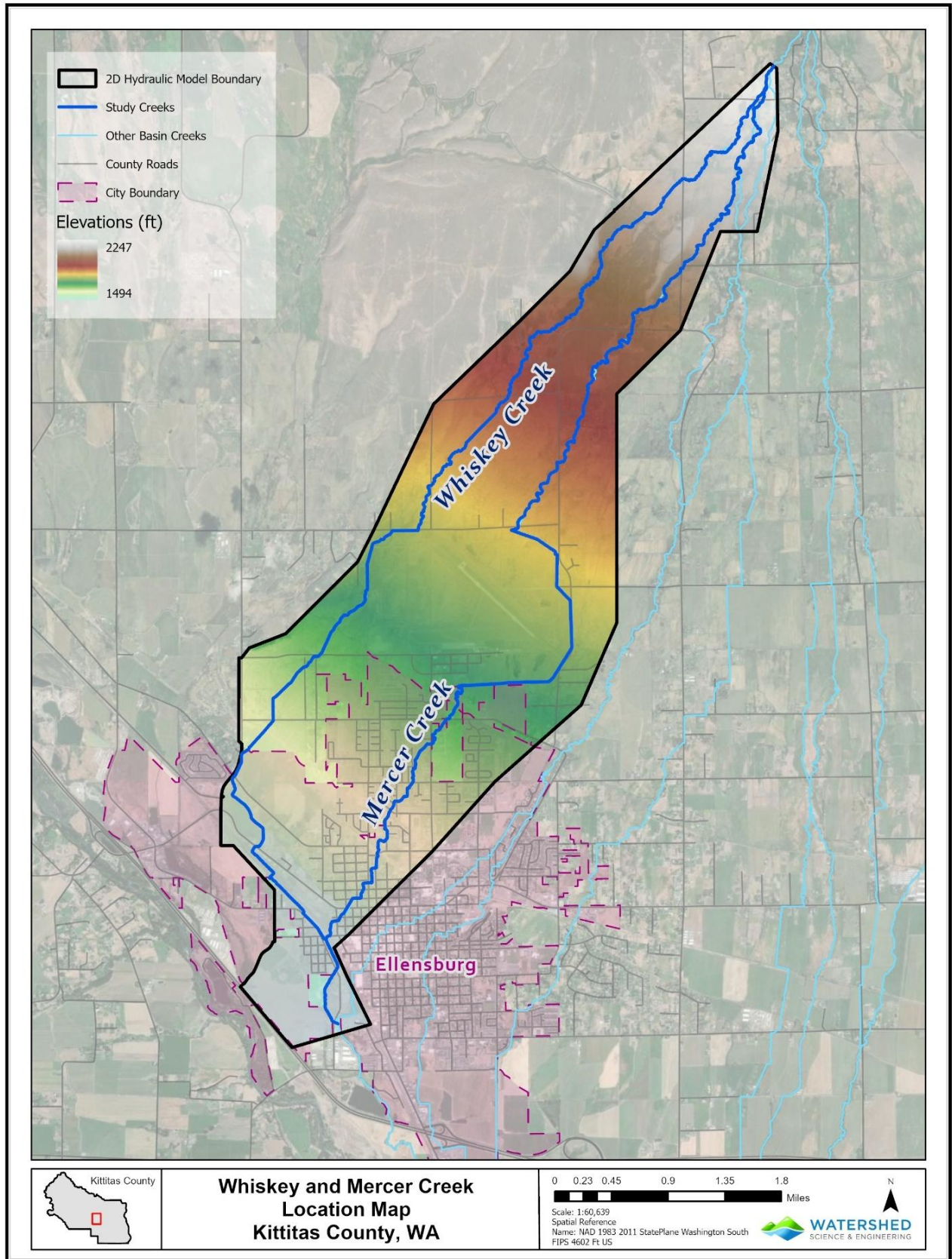


Figure 1: Study Location Map

3 2D HYDRAULIC MODEL DEVELOPMENT

WSE updated the existing HEC-RAS 2D hydraulic model of Whiskey and Mercer creeks (WSE, 2019) to incorporate new data and improve model accuracy within the City. That model was originally developed to support a Letter of Map Revision (LOMR) application and has been updated several times to evaluate projects within the basin. Key model features are:

- A terrain surface based on 2020 LiDAR (NV5 Geospatial, 2022) and modified with creek channel bathymetric survey and site-specific topographic survey
- A detailed hydraulic model geometry consisting of a 2D computational mesh, 105 water crossing structures surveyed by the County, and 48 additional structures surveyed by WSE
- Peak flow discharges based on regional regression equations for a range of return periods. Inflows are applied to unsteady flow hydrographs based on an analysis of historical flooding in Kittitas County.

The model was updated for the current project to apply improved modeling techniques that increase model precision and to reflect recent changes in floodplain conditions.

3.1 HEC-RAS SOFTWARE VERSION UPGRADE

WSE upgraded the existing hydraulic model from HEC-RAS version 6.3.1 to version 6.4.1 to enhance model capabilities while maintaining consistency with hydraulic models of adjacent creeks. The newer version allows for improved resolution of hydraulic conditions, particularly around bridges and culverts.

3.2 DIGITAL ELEVATION MODEL (DEM) CREATION

The 2020 LiDAR, creek channel bathymetry, and site-specific topographic survey were merged to create a composite digital elevation model (DEM) with a 1.5-foot grid resolution. The Kittitas Reclamation District, Cascade, and Ellensburg Water Company irrigation canals that cross the study area do not provide intentional flood control and were therefore filled in the model terrain using interpolation. This approach is consistent with the effective FEMA studies in the area, which assumed the canals would already be filled with water during a large flood event and would have minimal impact on flood routing. New site-specific LiDAR was also collected in 2025 near the confluence of Mercer and Wilson creeks in West Ellensburg. WSE incorporated a portion of the 2025 LiDAR to represent a newly constructed fill pad between S Railroad Ave and Mercer Creek (see Figure 2).

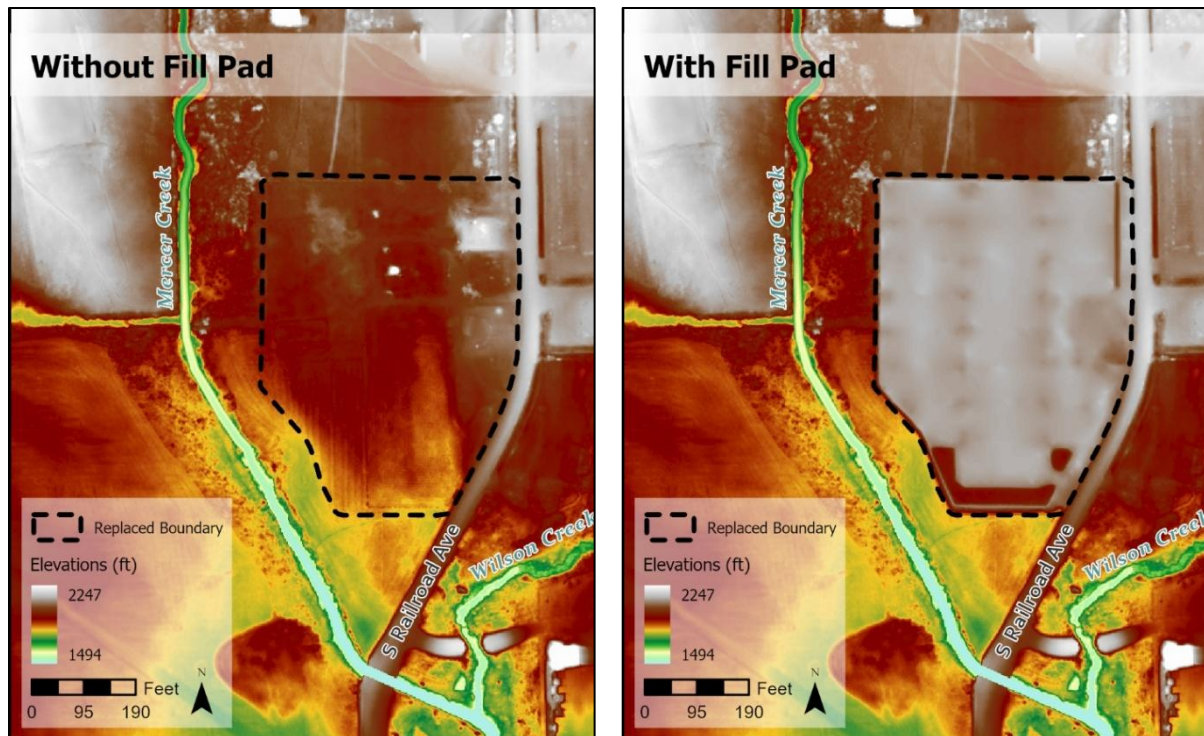


Figure 2: Model terrain comparison with and without the fill pad captured in the 2025 LiDAR

3.3 2D MESH BOUNDARY & REFINEMENTS

The existing 2D model boundary was drawn to encompass the floodplain between Thomas Road at the upstream end and Railroad Avenue at the downstream end. A 2D computational cell mesh was generated within HEC-RAS and refined by enforcing break lines along the stream centerline, roadways, canals, trails, and high-ground to improve hydraulic computation accuracy around complex terrain. WSE then applied additional breaklines and cell edits to increase model detail, particularly through the City of Ellensburg (see Figure 3). These refinements improved the computational accuracy of flow across roadways and through flow structures while enhancing the overall stability and precision of the model.

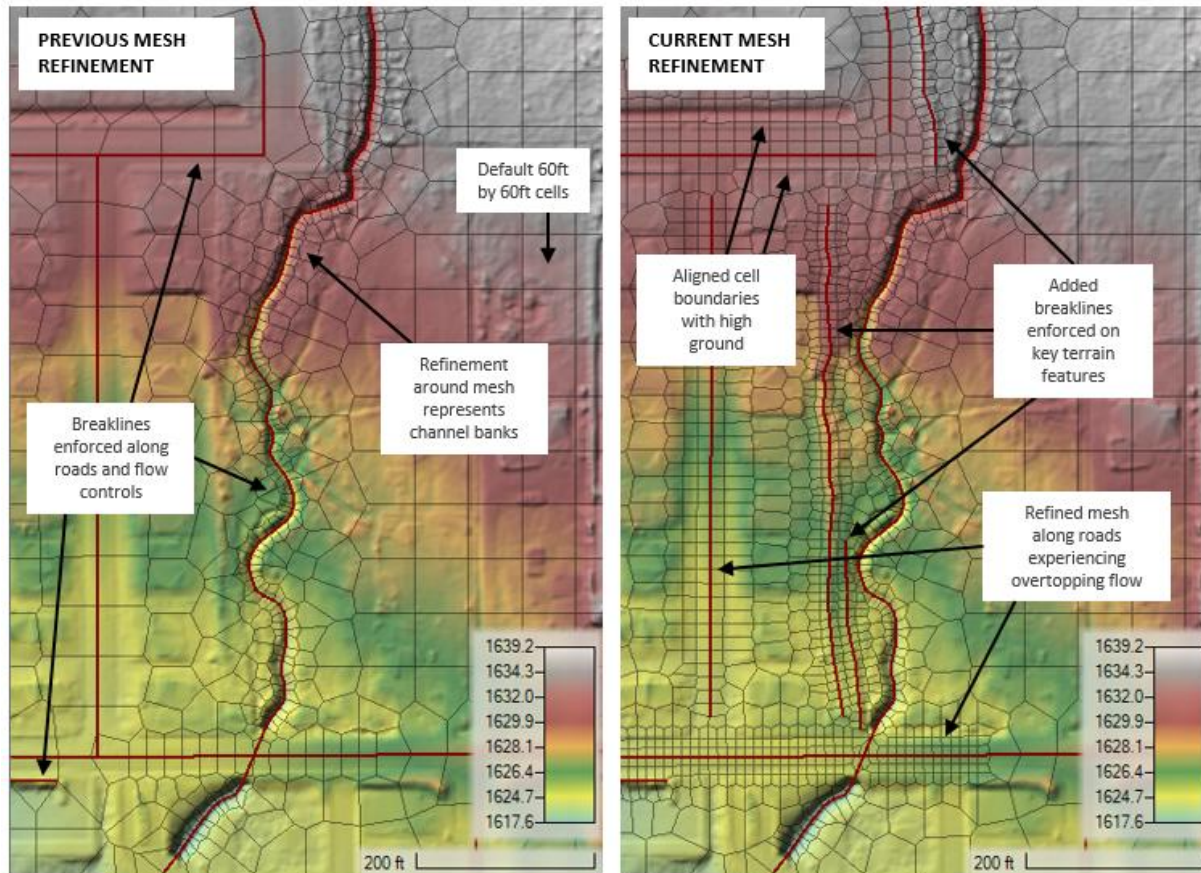


Figure 3: Example of 2D Computational Mesh Refinements

3.4 HYDRAULIC STRUCTURES & STORMWATER INFRASTRUCTURE

Bridge and culvert crossings were incorporated into the model geometry using structure survey data provided by the County and expanded using stormwater inventory data provided by the City. Modeling prioritized structures that would be inundated during the 100-year flood and that connected open channel flow paths. Modeling did not incorporate stormwater elements such as extensive branching pipe networks that would not be well represented by the surface water model. When detailed survey elevations were unavailable, WSE represented culvert crossings using surveyed dimensions and DEM elevations near structures. WSE added 86 structures from the stormwater inventory to the existing model, increasing the total number of model structures to 239.

3.5 HYDROLOGIC FLOW DATA

Inflow hydrology for the current study was based on the previous Whiskey-Mercer hydraulic analysis (WSE, 2019). A brief summary of peak flow development is provided here for reference:

1. Peak flows for the upstream Naneum Creek basin and local drainage areas along Whiskey and Mercer creeks were determined using regional regression equations (USGS, 2017).
2. A 24-hour pattern flood hydrograph developed as part of the City of Ellensburg Comprehensive Flood Management Plan to characterize the February 1996 rain-on-snow flood event (Knutson, 2017) was then scaled using the estimated peak flows to generate unsteady inflow hydrographs for the hydraulic model.
3. Flow hydrographs for the upstream Naneum Creek basin were simulated using a 2D hydraulic model of the Naneum Creek flow distributary, and study inflow hydrographs were extracted for each of the events from the distributary model at the location of the Whiskey-Mercer model boundary.
4. Flow hydrographs for local drainage areas along Whiskey and Mercer creeks were applied directly to the study model. Table 1 lists the peak discharges for the 10-year and 100-year floods.

Table 1: Peak Flow Discharges from Hydraulic Model Inflows along Whiskey and Mercer Creeks

LOCATION	DRAINAGE AREA (SQ MI)	10-YEAR PEAK FLOW (CFS)	100-YEAR PEAK FLOW (CFS)
Whiskey-Mercer-Wilson (Upstream inflow)	N/A ^a	238 ^b	667 ^b
Whiskey below KRD Canal (Local inflow)	4.58	68	310
Whiskey below Hungry Junction Rd (Local inflow)	3.06	44	210
Mercer below Bar 14 Rd (Local inflow)	2.53	39	184
Mercer below Bowers Field (Local inflow)	4.15	56	263

^a Drainage area for the Whiskey-Mercer-Wilson model inflow location cannot be calculated due to the upstream Naneum Creek distributary

^b Peak flows derived from routing flow hydrographs through hydraulic model of Naneum Creek distributary to evaluate flow partitioning at the distributary

4 EXISTING CONDITION MODEL RESULTS

The updated 2D hydraulic model was run to simulate the 10- and 100-year flood events under existing conditions. Figure 4 shows a comparison of existing conditions results from the previous modeling effort (left), the improved modeling (middle), and the difference in water surface elevation (right) for the 100-year flood. Updated results show similar flood patterns characterized by shallow overland flow concentrating in the creek channels and several adjacent swales. Improved computations for roadway overtopping resulted in increased ponding upstream of roads. New structures added from the stormwater inventory provided new flood conveyance that shifted flood extents. Overall, the model improvements increased model precision and reduced computational errors relative to the previous model configuration. Existing conditions depth maps for the complete study area are included in Appendix A.

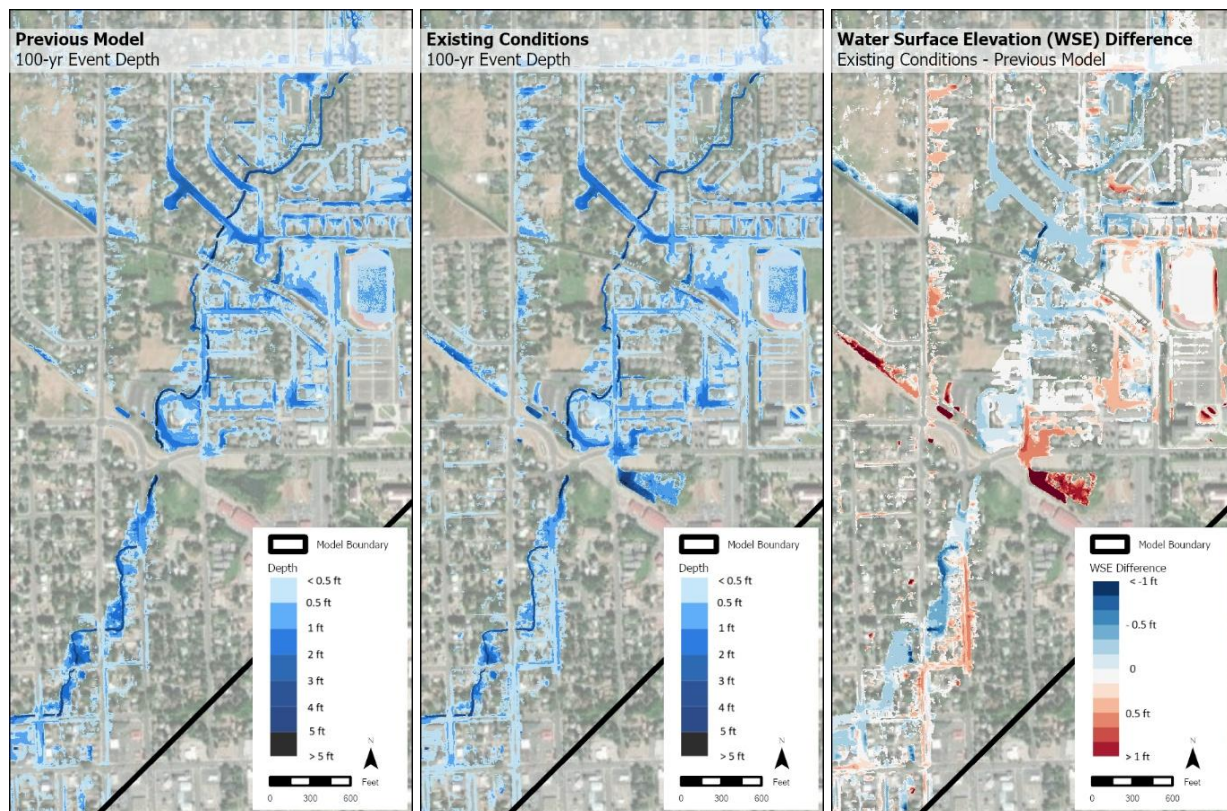


Figure 4: Comparison of 100-year Results from the Previous Model (Left) and the Updated Existing Conditions Model (Middle), with the Difference in Water Surface Elevation resulting from the model improvements (Right)

5 FEMA FLOOD HAZARD MAPPING

A primary goal of the detailed urban flooding hydraulic analysis was to support improved flood mapping that will be used to update FEMA flood hazard mapping of Whiskey and Mercer creeks through a LOMR. The effective mapping is based on studies from the 1980s and do not reflect current flood risk (FEMA, 1981). The communities desire more recent and detailed information to inform floodplain regulation. WSE and the project team coordinated with FEMA to explore potential flood hazard mapping approaches for the shallow, urban alluvial fan flooding of Whiskey and Mercer creeks that accurately represent 100-year flood risk and provide regulatory flexibility for the communities.

5.1 FEMA EFFECTIVE MAPPING

The current effective FEMA mapping of Whiskey and Mercer Creeks is primarily comprised of approximate Zone A and Zone AO designations. Two reaches of Whiskey Creek and one reach of Mercer Creek downstream of the confluence with Whiskey were completed using detailed methods and mapped as Zone AE. Outside of the study model area, Wilson Creek is mapped as a mix of Zone A, Zone AE, Zone AO, and 0.2% annual chance (500-year) floodplain. There are no mapped floodways along Whiskey, Mercer, or Wilson creeks (see Figure 5).

Zone A represents areas with a 1% annual chance of flooding but doesn't include information on flood depths or elevations. Zone AO represents areas with a 1% annual chance of shallow flooding and average depths of 1 to 3 feet. The effective Zone AO designations along Whiskey and Mercer creeks list a depth of 1 foot or less. Zone AE also represents 1% annual chance of flooding and includes base flood elevations (BFEs). The outdated flood hazard information and mix of different flood zones with varying regulatory standards has posed challenges for communities to regulate and plan within their floodplains.

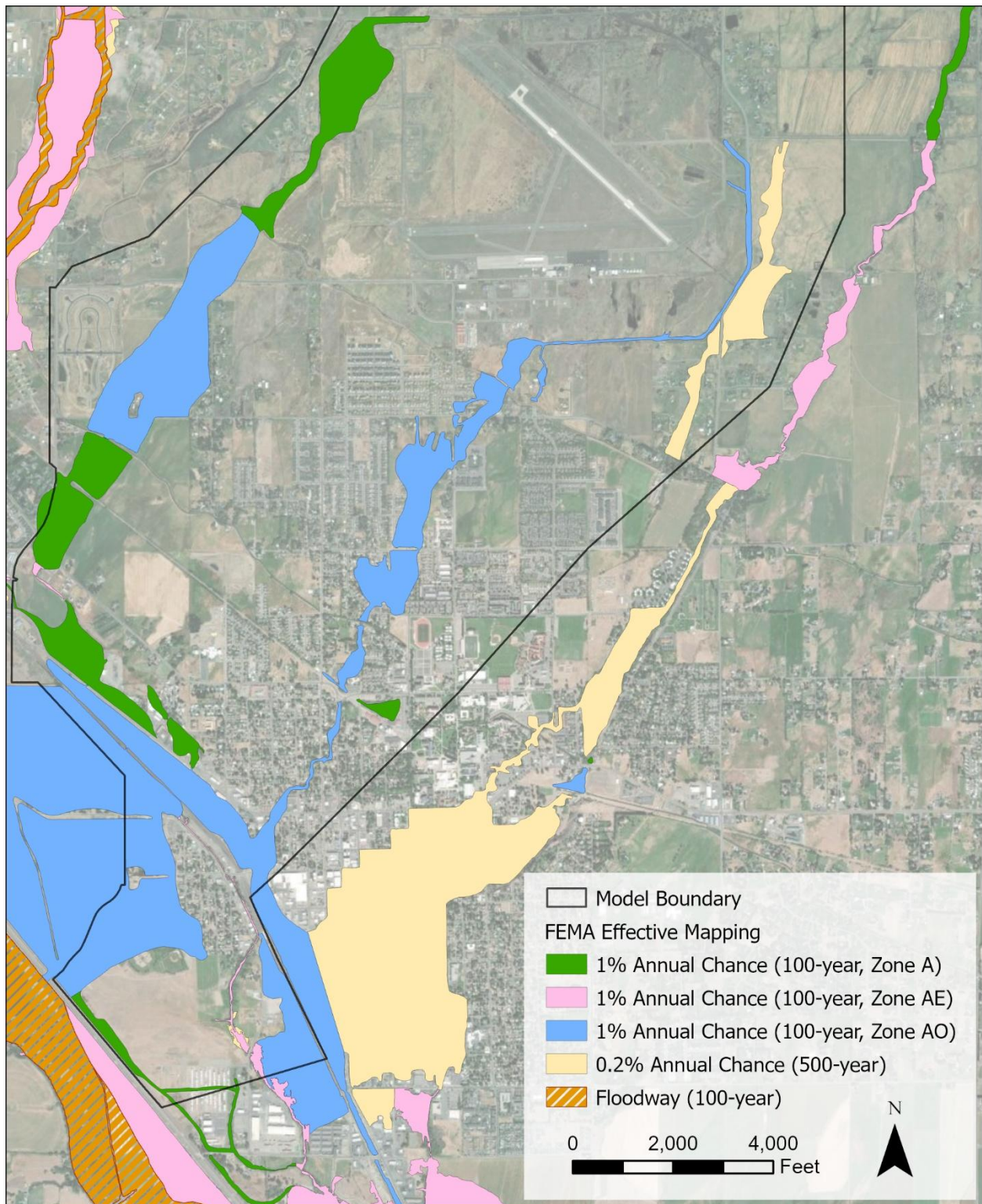


Figure 5: FEMA Effective Flood Hazard Mapping for Whiskey and Mercer creeks through the City

5.2 PROPOSED FEMA FLOOD HAZARD MAPPING APPROACH

The proposed approach for mapping FEMA flood hazard along Whiskey and Mercer Creeks is to apply Zone AH designations to areas of deeper, higher-velocity flooding and Shaded Zone X designations to areas of shallow, slow-velocity flooding. This approach was developed in consultation with FEMA Region 10 and the project team to balance clear flood risk communication with regulatory flexibility. FEMA guidance recommends a combination of Zone AH and Shaded Zone X when the more typical Zone AE and floodway designations are not appropriate. FEMA Region 10 is currently applying the Zone AH / Shaded Zone X approach to update flood hazard mapping on several creeks located in Kittitas County just east of the Whiskey and Mercer watershed.

The Zone AH designation represents 1% annual chance flood risk based on detailed study methods and is usually applied to areas with flood depths of 1 to 3 feet. Based on guidance from FEMA Region 10, Zone AH may also be applied when flood depths are greater than 3 feet under certain circumstances, such as alluvial fan settings, for shallow urban flooding, when flow velocities are low, or when average depths are less than 3 feet. Unlike Zone AE, the Zone AH designation doesn't require a floodway determination, which wouldn't be practical within areas of extensive shallow overbank flooding and numerous flow constrictions at road crossings. Zone AH is also preferable to Zone AO because mapping includes BFEs instead of flood depths. Zone AH carries a mandatory flood insurance purchase requirement, and both the City and County have existing regulations for development within Zone AH designations.

The Shaded Zone X designation is an advisory floodplain representing 1% annual chance flood risk determined by detailed methods. Shaded Zone X is applied to areas with flood depths less than 1 foot and generally indicates shallow, low-velocity flooding. Shaded Zone X represents areas with less severe flood risk and doesn't carry a mandatory flood insurance purchase requirement. Communities can set floodplain development standards for Shaded Zone X if they choose.

WSE developed FEMA flood hazard areas based on updated model results using the proposed mapping approach. Figure 6 shows an example of 100-year flood depths alongside potential Zone AH and Shaded Zone X designations for Mercer Creek near E 14th Ave within the City. Zone AH is typically only applicable where 100-year flood depths are between 1 to 3 feet, and WSE anticipates that additional justification will be required to apply Zone AH to several small areas that show deeper flooding. Figure 7 shows the effective Zone AO mapping alongside the recommended Zone AH and Shaded Zone X mapping for the same reach. The updated mapping results in a narrow Zone AH floodplain that primarily follows the main channel and connected areas, combined with Shaded Zone X mapping that together expand the total extent of the mapped 100-year flood extent. Because Shaded Zone X is an advisory area, the updated maps would reduce the number of structures with mandatory flood insurance purchase

requirements. Property owners with structures in the Zone AH would still have a mandatory purchase requirement, but they would also benefit from having BFEs associated with the Zone AH that don't currently exist. A map of recommended potential FEMA Zone AH and Shaded Zone X designations for the complete study area is included in Appendix A.

The boundaries of the proposed FEMA zones on the right side of Figure 6 and Figure 7 and included in Appendix A are based directly on hydraulic model output and would be refined when preparing regulatory flood maps. Refinement may include smoothing floodplain boundaries, filling small dry-islands within the floodplain, connecting or removing disconnected flooding, and adjusting the transition location (i.e., gutter lines) between Zone AH and Shaded Zone X. FEMA guidance recommends addressing the inherent limitations of modeling tools, such as artifacts from interpolated water surface elevations and disconnected inundation areas, with engineering judgment to reflect risk within the floodplains.

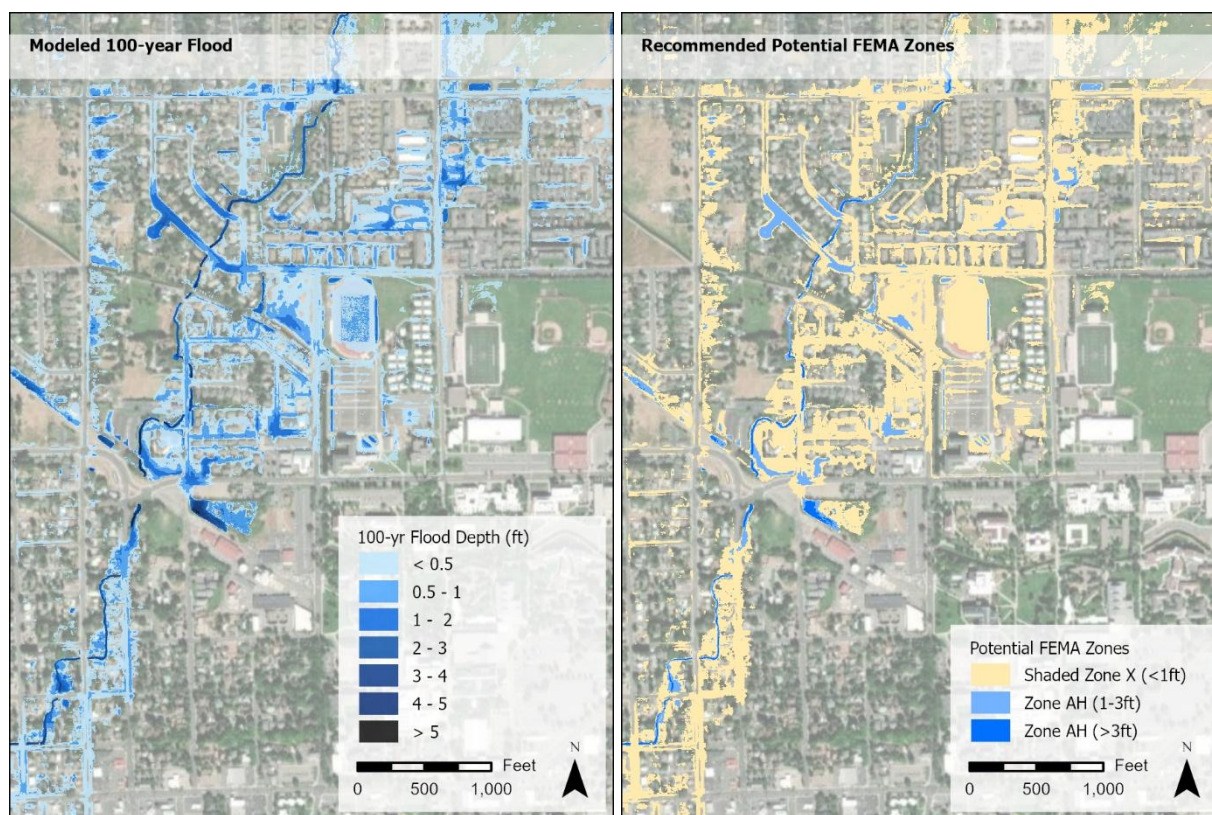


Figure 6: Example comparison of modeled 100-year flood depth and recommended potential FEMA flood zones

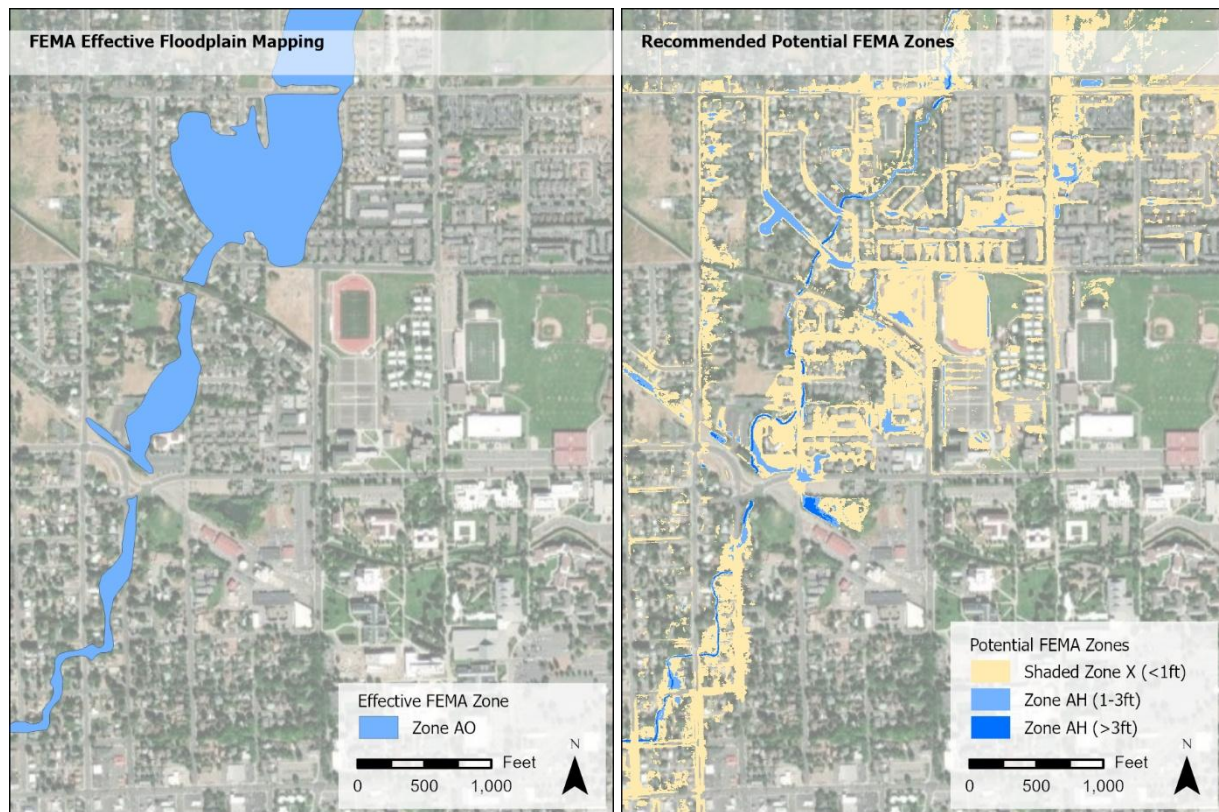


Figure 7: Example comparison of effective mapping and recommended potential FEMA flood zones

5.3 FLOODWAY DEVELOPMENT

No floodway was developed as part of this study. The floodway concept is not applicable in this setting due to shallow and widespread flooding along numerous flow paths through the alluvial fan.

6 FLOOD MODELING UNDER FUTURE CLIMATE CONDITIONS

WSE updated the model to simulate flooding along Whiskey and Mercer creeks under future conditions that account for projected climate change. Existing conditions 10- and 100-year flow hydrographs were scaled up by 30.5% to generate future condition inflows based on a University of Washington Climate Impacts Group (UW CIG) study of how Columbia River basin streamflow would respond under a suite of climate change scenarios (Chegwidden, 2017). The 30.5% median increase in annual maximum streamflow for the Naneum Creek basin represents a high-emissions (RCP 8.5), late-century (2080s) scenario

Future conditions hydrographs for the upstream Naneum Creek basin were routed through a 2D hydraulic model of the Naneum Creek flow distributary to determine the portion of flow entering Whiskey and Mercer creeks. Inflow hydrographs were extracted at the location of the Whiskey-Mercer model boundary for each flood event. Flow inputs for local drainage areas along Whiskey and Mercer creeks were also scaled up 30.5%.

The hydraulic model was run to simulate the future climate 10- and 100-year flood events. Resulting depth and difference maps for the complete study area are included in Appendix B. In both cases, the overall change in inundation extent was limited and primarily confined to areas adjacent to the channel. Flood levels generally increased between 0.1 feet 0.5 feet in both events. Localized increases greater than 1 foot are expected in upstream reaches above the KRD canal and throughout the model in areas with significant flow constrictions, such as roadways, bridges, and culverts. Results also indicate that increases in peak flow persist moving downstream through the study area. Figure 8 compares existing and future conditions 10- and 100-year outflows at the downstream model boundary. Peak flows increase 35% for the future conditions 10-year event and 27% for the future conditions 100-year event.

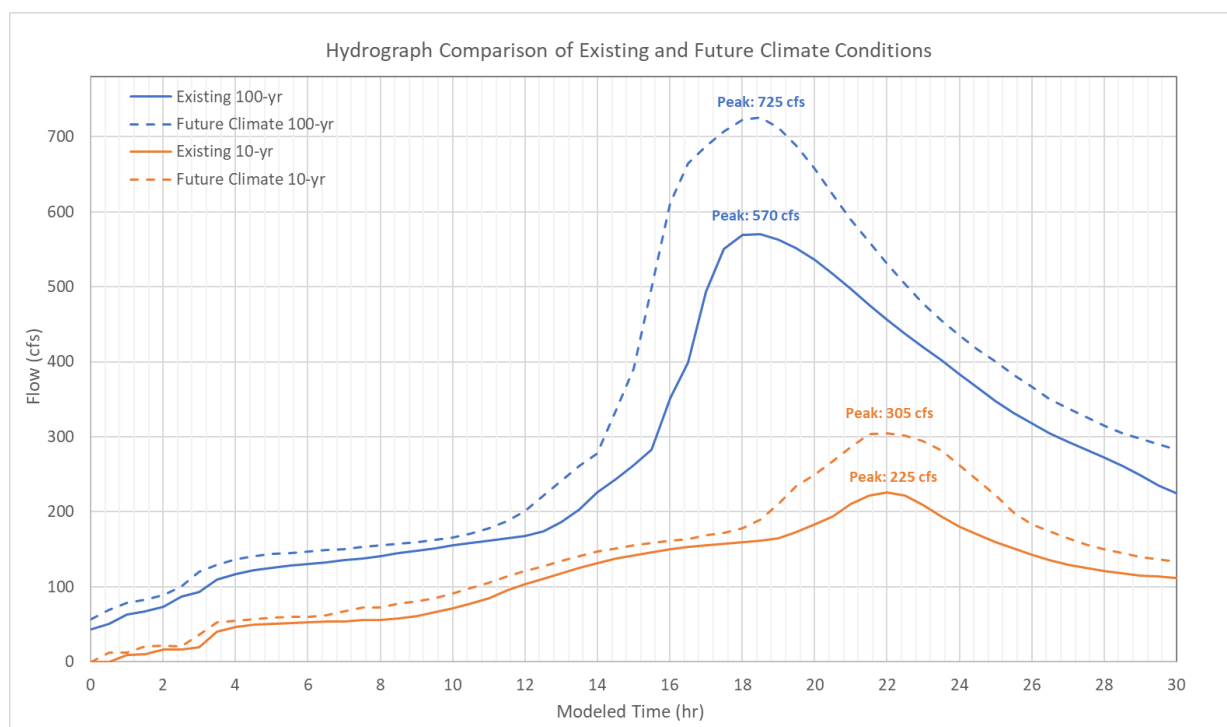


Figure 8: Hydrograph Comparison of Existing and Future Climate Conditions for the 10-yr and 100-yr Floods at the Downstream Flood Model Boundary

7 FLOODPLAIN-STORMWATER ANALYSIS & MODELING

As part of the urban flooding analysis, Evergreen Storm H2O developed a stormwater model to map and evaluate the City's stormwater system (*Evergreen Storm H2O, 2025*). The stormwater system is linked to several areas of known flooding within the City, and the City was interested in understanding how stormwater flooding and capacity might impact larger flood events generated by Whiskey and Mercer creeks. To complete this analysis, WSE compared and applied information between the stormwater model and the surface water flood model. This was done with consideration of key assumptions and differences between the two models:

- The surface water flood modeling is based on longer-duration, high-volume flood events, such as the 100-year flood, that are primarily generated by the upstream creek basin. The surface water model is intended to characterize watershed-scale flow dynamics.
- The urban stormwater modeling is based on short-duration, high-intensity rainstorm events and is used to assess urban infrastructure performance and more localized, street-level flooding.

7.1 FLOODPLAIN INTERACTION WITH STORMWATER SYSTEM

WSE examined locations where the existing 100-year floodplain extents overlapped elements of the City's stormwater system to identify areas where the stormwater system could alter flood routing. Figure 9 shows 100-year flood depths at the inlet of stormwater catch basins within the 100-year floodplain.

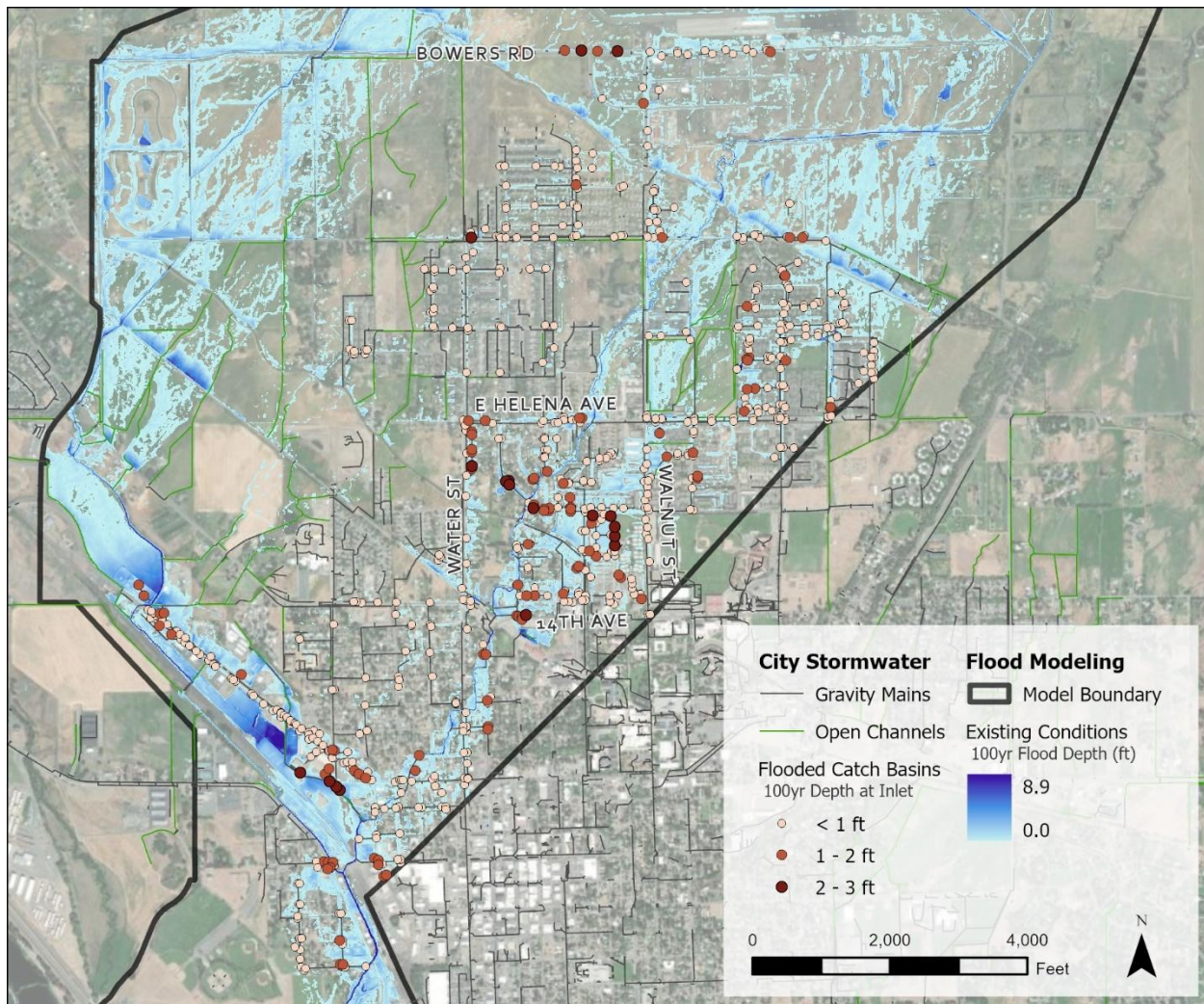


Figure 9: Overlay of City Stormwater Data with Flood Model Results showing 100-year Flood Depth at Stormwater Catch Basin Inlets

700 stormwater catch basins within the flood model boundary would be inundated by the 100-year flood; 585 would be inundated by flood depths less than 1 foot, 97 by flood depths of 1-2 feet, and 18 by depths of 2-3 feet. The catch basins connect to a network of gravity mains and open channels that would generally move water back towards the creek channels. Catch basins located further from the creek, which tend to be in areas of shallow flooding, may collect and move surface water a much greater distance and have a more significant impact on the extent of flood inundation, while catch basins located closer to the creeks, which tend to be in areas of deeper riverine flooding, may have a greater impact on flood depths and less impact on inundation extents.

Notable exceptions include clusters of catch basins along Bowers Rd (between Whiskey and Mercer creeks) and adjacent to Mercer Creek in an area bounded by E Helena Ave to the north, Water St to the west, 14th Ave to the south, and Walnut St to the east. In these locations, overbank flooding from Mercer Creek flows along ditches and overtops roadways, resulting in

deeper ponded flooding away from the creek channels. Catch basins in these areas have the potential to have a large impact on both the depth and extent of inundation.

Future analysis of floodplain interaction with the stormwater system could include coupling the surface water flood and urban stormwater models to directly compute flow traveling between the two systems. A coupled modeling approach would more specifically assess where and how much surface water flow could move through the stormwater system by accounting for parameters such as catch basin inlet and pipe capacity, stormwater network branch routing, and outfall tailwater conditions.

7.2 EFFECTS OF STORMWATER OUTFALLS ON FLOODPLAIN

WSE also considered the potential effects of stormwater outfall flow on the surface water floodplain. Figure 10 shows stormwater system outfalls located on or near Whiskey and Mercer creeks. These outfall locations were incorporated into the surface water flood model as internal boundary conditions to represent flow entering the floodplain from the stormwater system. Stormwater outflow hydrographs for each outfall were provided to WSE by Evergreen Storm H2O based on stormwater modeling (*Evergreen Storm H2O, 2025*)

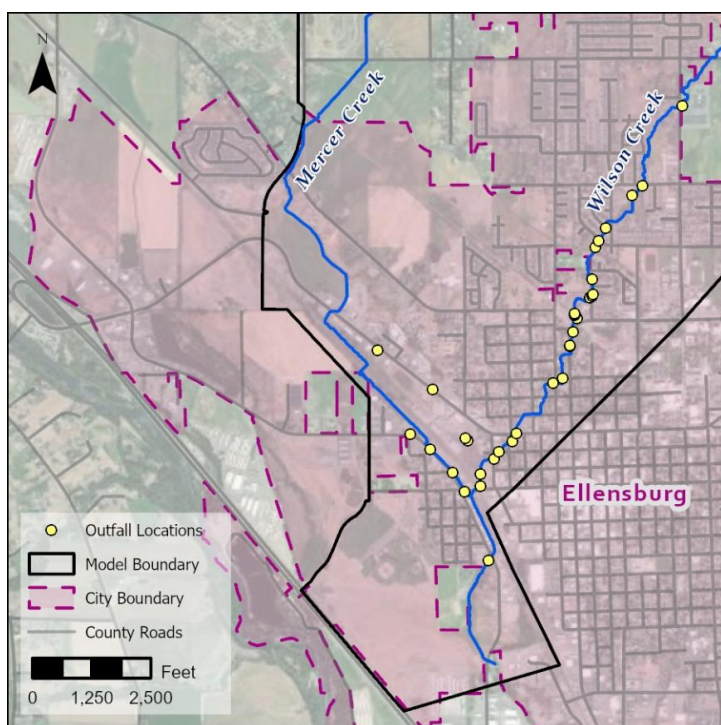


Figure 10: Stormwater Model Outfall Locations within 2D Flood Model Boundary

7.2.1 Stormwater Outfall Model Scenarios

WSE assessed the potential impact of the City's stormwater system on riverine flooding by adding modeled stormwater outflows as additional inflows to the surface water model. Stormwater modeling was based on 3-hour duration, high-intensity storm events, which are not directly comparable to the longer duration 24-hour, high-volume flood events used in the surface water model. Combined modeling scenarios were developed for 1) most-likely, and 2) worst-case stormwater peak timing to evaluate potential impacts to riverine flooding. Results help clarify the range of potential impacts and are not intended for precise predictive analyses.

A most likely scenario for stormwater and riverine flooding was simulated by applying stormwater inflows early in the surface water simulation, well before riverine flood peaks occur several hours later. Peak riverine and stormwater flooding would not likely coincide within the City under all but extreme circumstances. In urban settings, rainfall is quickly routed across impervious surfaces into stormwater pipes to downstream outfalls with high intensity but relatively low volume. Conversely, in riverine settings, rainfall is routed over the ground surface before concentrating into channels and moving downstream over longer periods.

A worst-case scenario was also simulated by applying stormwater inflows so that stormwater flow peaks coincide with peak riverine flooding. These extreme circumstances might occur if a storm initiates flooding within the upper basin and is followed by a short-duration, high-intensity storm that initiates stormwater flooding within the City and results in compounding flooding. Such a scenario is much less likely than one with early stormwater peaks followed by later riverine peaks but would result in greater impacts to the floodplain.

The two combined stormwater and riverine scenarios were developed and modeled using the 100-year flood event (riverine) and the 25-year storm event (stormwater):

- **Scenario 1 – Early stormwater peaks:** The stormwater outfall flow peaks occur near the start of the flood model simulation, representing a higher-likelihood, less-severe hydrologic condition (see Figure 11).
- **Scenario 2 – Coincident stormwater peaks:** The stormwater outfall flow peaks are shifted 12 hours forward in time to approximately coincide with the surface water inflow peaks, representing a lower-likelihood, more severe hydrologic condition (see Figure 12).

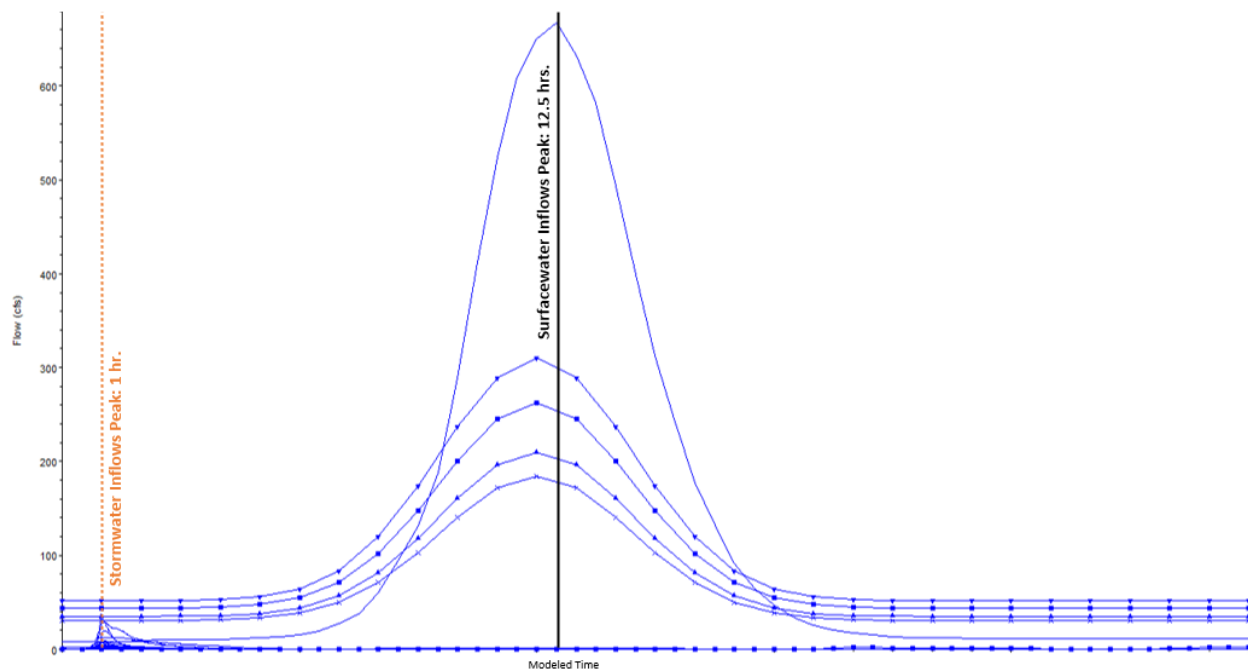


Figure 11: Scenario 1 – Early Stormwater Peaks. Comparison between Early Stormwater Outfall Peak Timing (Dashed Orange Line) and Surface Water Inflow Peak Timing (Solid Black Line)

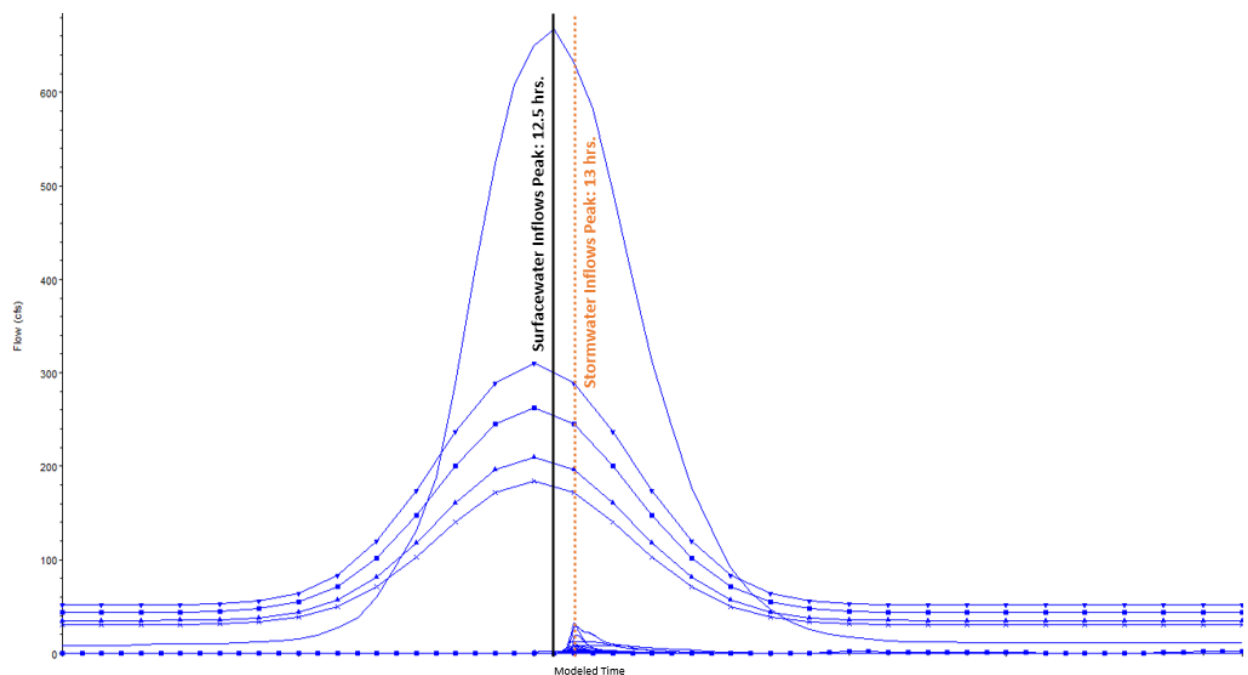


Figure 12: Scenario 2 – Coincident Stormwater Peaks. Comparison between Approximately Coincident Stormwater Outfall Peak Timing (Dashed Orange Line) and Surface Water Inflow Peak Timing (Solid Black Line)

7.2.2 Stormwater Outfall Model Results

Model simulations were run for both combined hydrologic scenarios. Figure 13 shows flow hydrographs at the downstream flood model boundary to compare the effects of stormwater outfall peak timing on riverine flooding. The hydrograph for Scenario 1 shows a distinct rise near the beginning of the model simulation from the stormwater outfall flow contribution but effectively no change in the overall flood peak later in the simulation. Consequently, there was effectively no impact on maximum water surface elevations and inundation extents. The most realistic combined hydrologic scenario does not affect the 100-year floodplain.

The outfall hydrograph for Scenario 2 shows a noticeable increase in flow through the rising limb of the flood event and a small increase at the flood peak. Figure 14 shows the change in 100-year water surface due to coincident surface and stormwater peaks. The more conservative timing assumption resulted in minimal impacts to the 100-year floodplain in most areas, indicating limited sensitivity to short-duration stormwater contributions. Water surface elevations do increase by up to 0.7 feet immediately downstream of E Helena Ave where one of the larger stormwater network branches discharges into Mercer Creek. The increase dissipates rapidly as flow moves downstream. Water surface increases drop to less than 0.3 feet below the next driveway crossing and less than 0.1 feet on average below the next roadway crossing at Regal St.

These combined surface water and stormwater scenarios likely overestimate local flow contributions to Whiskey and Mercer creeks through the City. Flood model inflows already account for flow contributions from local drainage areas in these reaches, and stormwater outfall flows are based on rainfall-runoff contributions from those same areas. As a result, both combined scenarios apply conservative flow assumptions.

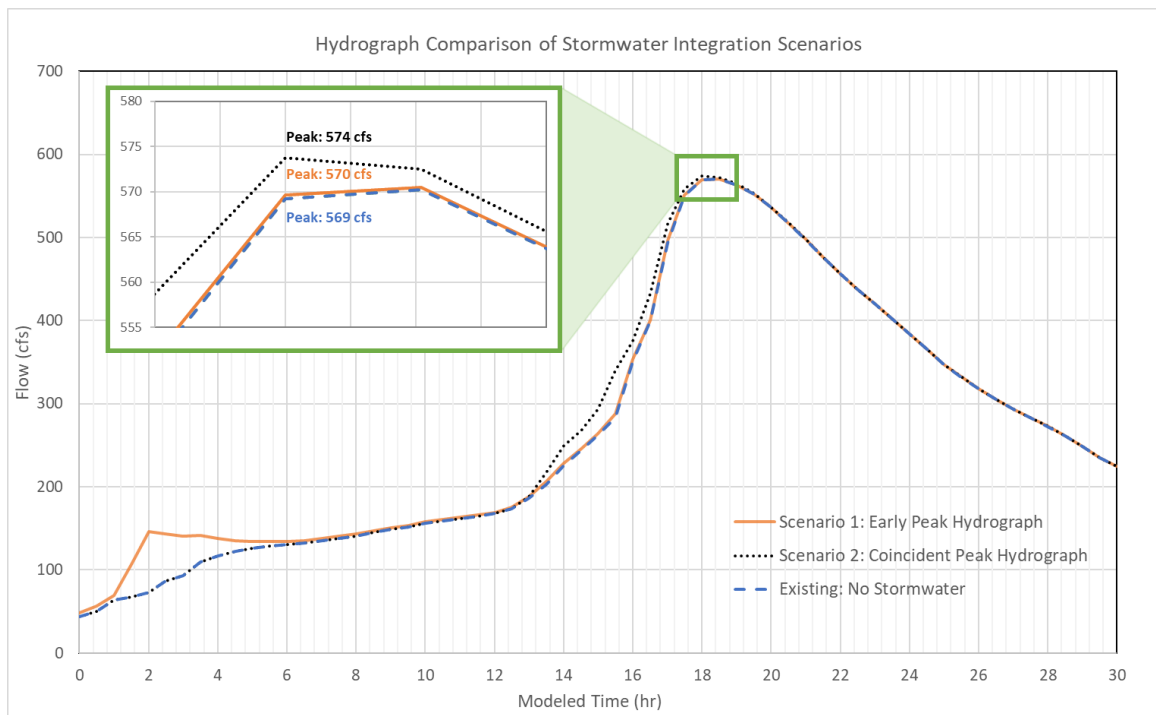


Figure 13: Hydrograph Comparison of Stormwater Integration Scenarios at the Downstream Model Boundary

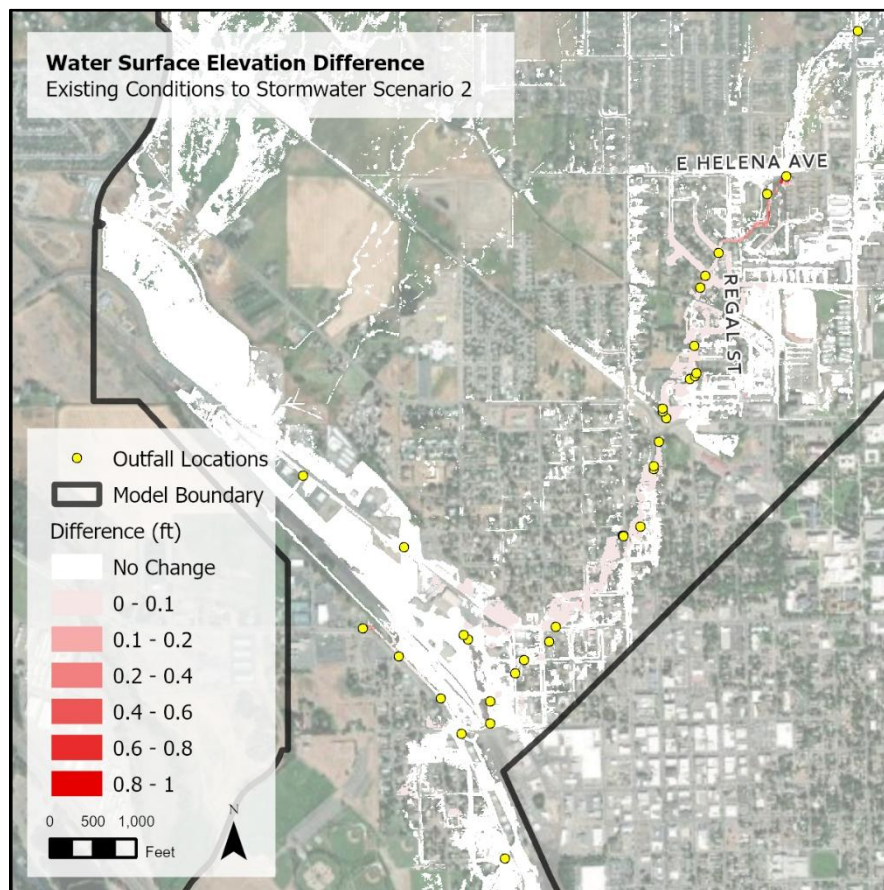


Figure 14: Water Surface Elevation Difference between Existing Conditions and Stormwater Scenario 2

8 STUDY RECOMMENDATIONS & FLOOD MITIGATION ALTERNATIVES

This study advanced the Whiskey-Mercer flood hazard analysis by refining the existing conditions hydraulic flood model and developing a floodplain mapping approach that balances accurate flood hazard communication with regulatory flexibility. Study results can be used to develop a LOMR application to update FIRMs for the study area and replace the patchwork of effective FEMA flood zones along Whiskey and Mercer creeks within the City and County. New FEMA mapping would simplify floodplain management for the communities and provide detailed flood hazard data and modeling to support ongoing floodplain planning efforts.

The detailed hydraulic model from this study will be a critical tool for evaluating ongoing and future flood mitigation projects to reduce flood hazard, restore riparian habitat, and improve floodplain function. The project team identified a suite of flood mitigation alternatives to pursue, and the modeling tools developed for this hydraulic analysis have the potential to advance and inform the following subset of identified alternatives:

- Re-routing portions of Whiskey Creek near West Ellensburg by utilizing undeveloped areas to increase flood storage, improve habitat, and restore fish passage above an existing fish barrier (WSE, 2025)
- Conducting outreach for property owners with creek frontage. The outreach should focus on best practices for living alongside the creeks, tips for managing crack willow, and resources to support restoration or flood risk reduction.
- Pursuing targeted and data-driven property acquisition and flood easement programs to balance floodplain preservation with development pressure and incentivize floodplain stewardship
- Installing streamflow gauges at key locations along creeks within the watershed to improve flow estimates and monitor changes in flow conditions over time
- Developing an outreach program to educate the community on alluvial fan flooding and the flood risk associated with different FEMA flood zones, including Zone AH and Shaded Zone X
- Exploring regulations for development within shallow flooding areas mapped as FEMA Shaded Zone X, which may include:
 - Requiring the lowest finished floor to be elevated one-foot above grade or above the crown of the nearest street, whichever is higher
 - Requiring properties with known flow paths (based on best available information) to consider floodplain conveyance as part of their grading plan

- Incorporating model results of future climate conditions into watershed planning efforts to ensure mitigation projects continue to function as intended under changing flow conditions

Flooding from Wilson Creek also impacts the City of Ellensburg and surrounding communities but falls outside the current study model boundary. WSE recommends a flood modeling analysis of Wilson Creek to update effective mapping through the remaining portions of the City. Portions of Mercer Creek flood overflow to the Wilson basin, and a flood hazard study of Wilson Creek is necessary to understand the full extent of this overbank flooding from Mercer Creek and assess the current flood risk Wilson Creek poses to Ellensburg. Doing so would also expand potential opportunities to restore floodplain function and storage along Wilson Creek, prioritizing areas that experience regular out-of-bank flooding (e.g., during a 10-year recurrence interval) on the former transfer station site along Wilson Creek.

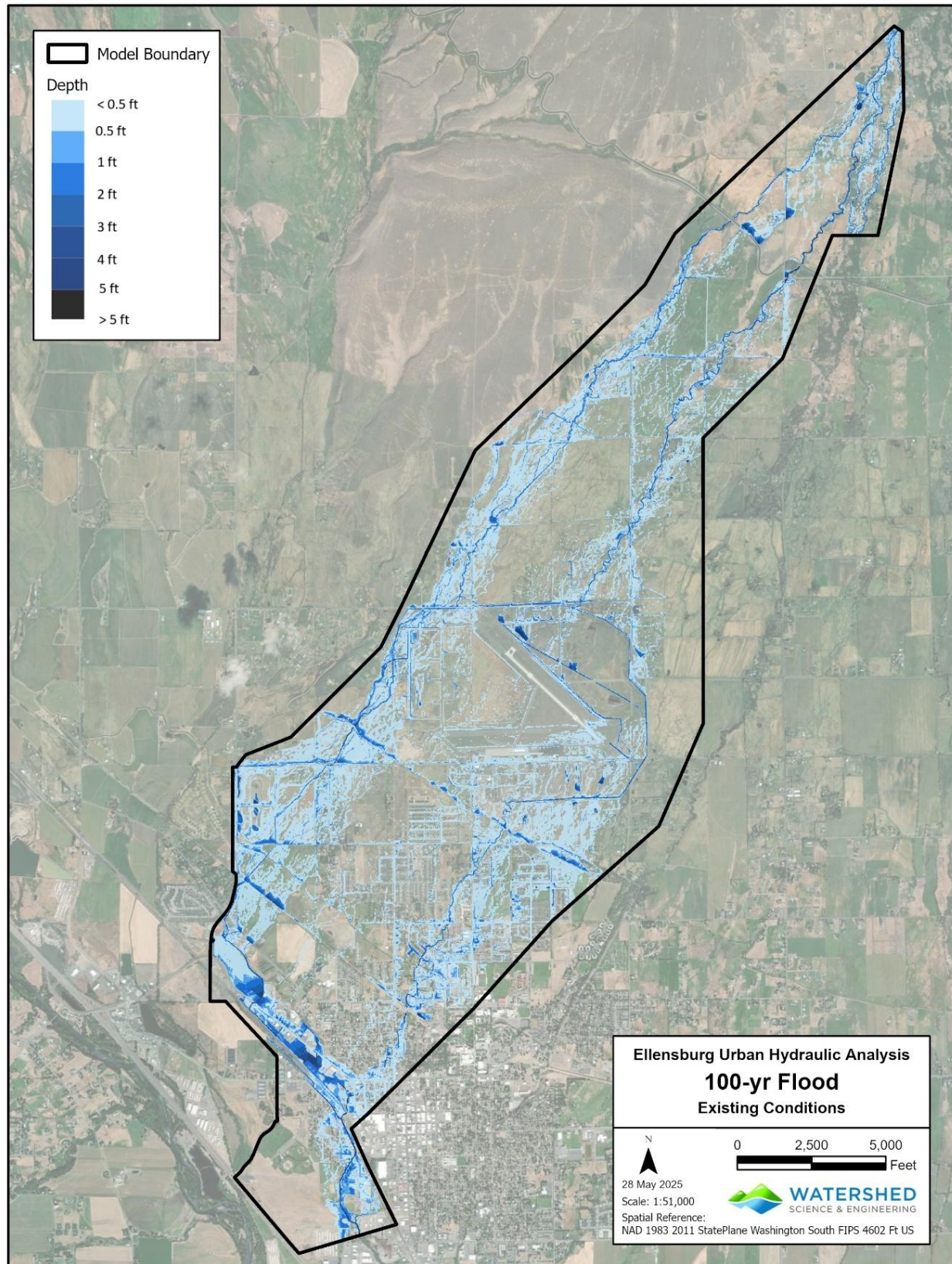
9 SUMMARY

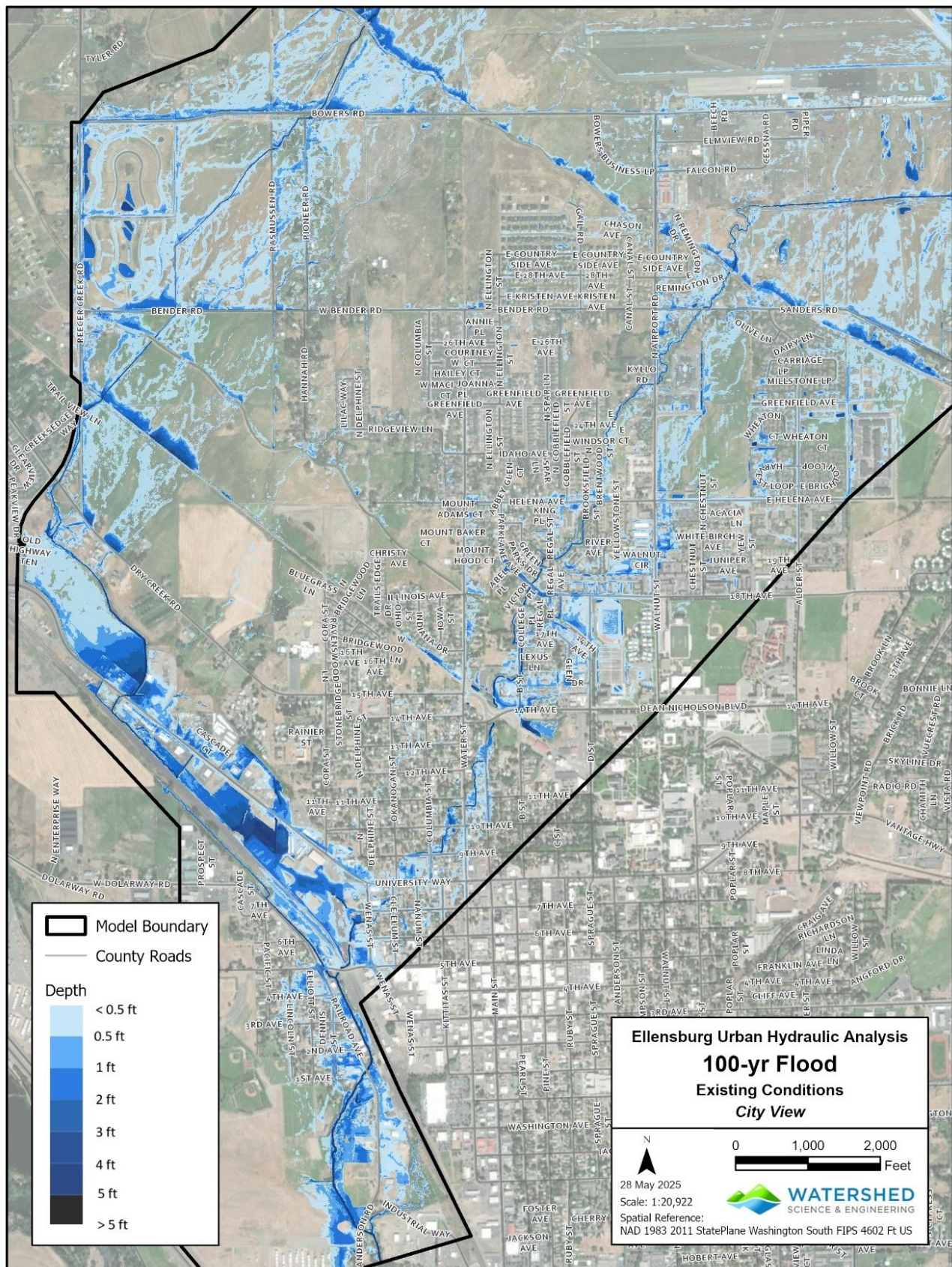
The comprehensive analysis of urban flooding within Ellensburg and nearby unincorporated County areas has advanced the communities' understanding of flood hazards associated with Whiskey and Mercer creeks. Through improvements to the 2D hydraulic flood model, incorporation of stormwater infrastructure data, and evaluation of future climate conditions and combined stormwater scenarios, this study provides a technical foundation for informed floodplain management and mitigation planning. A refined FEMA flood mapping approach applying Zone AH and Shaded Zone X designations offers regulatory flexibility while clearly defining flood risk to the community. Future work may include a FEMA Letter of Map Revision for Whiskey and Mercer creeks, expanding the flood hazard assessment to include Wilson Creek, and utilizing the updated model to guide flood mitigation projects, habitat restoration, and community outreach. Together, these efforts support a more resilient and adaptive approach to floodplain management and flood risk reduction in the basin.

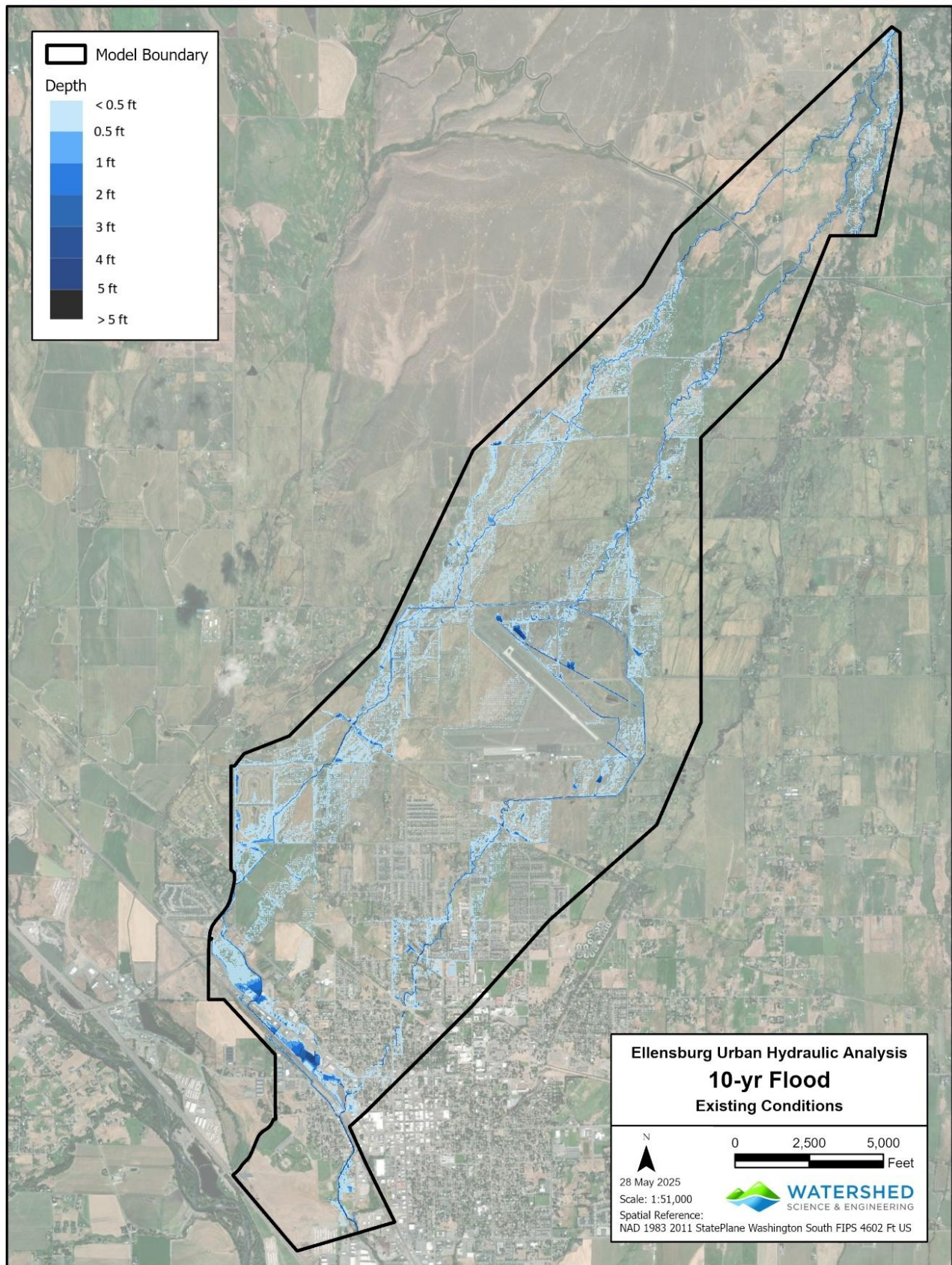
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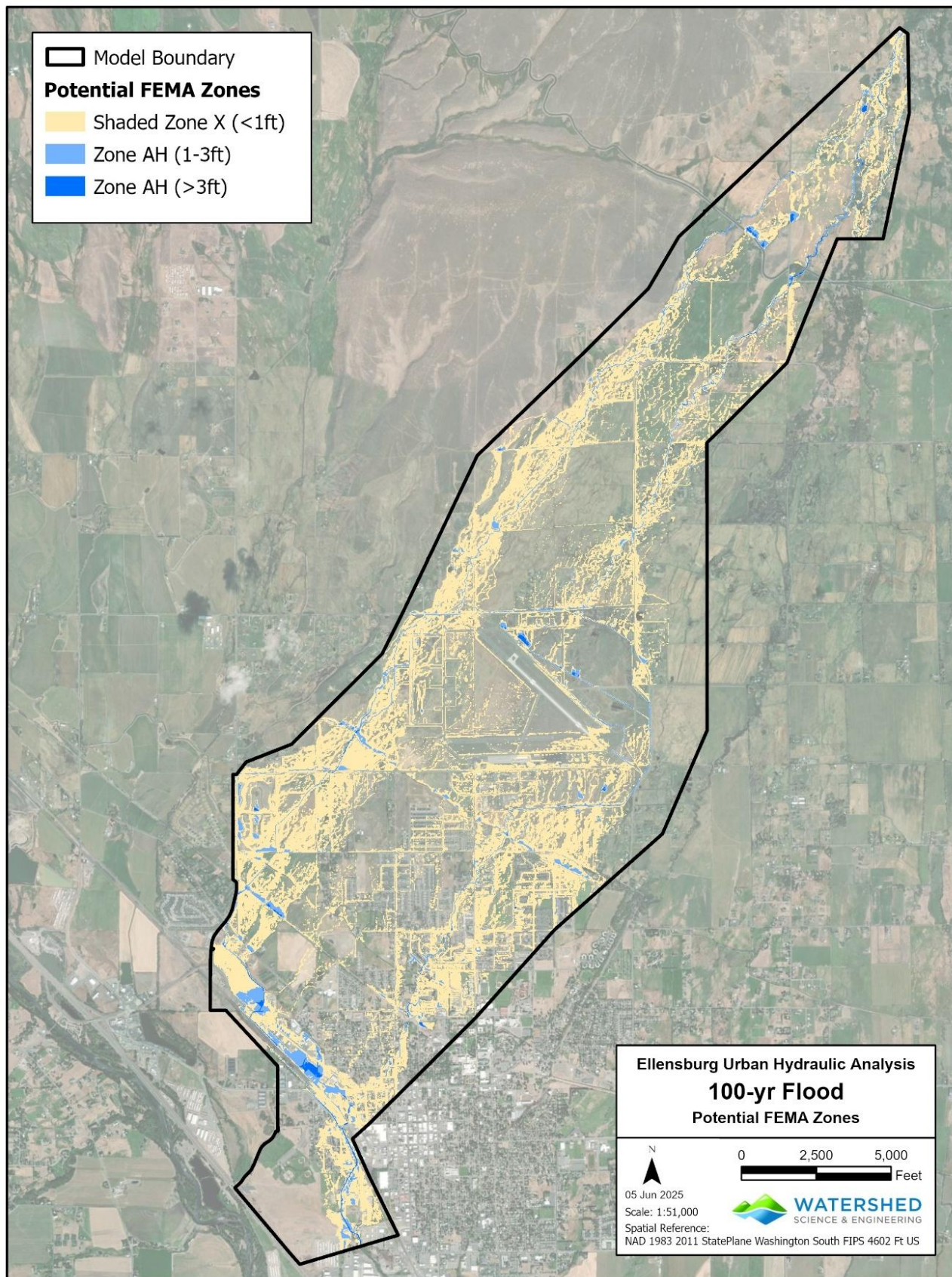
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APPENDIX A: EXISTING CONDITIONS MODEL RESULTS & MAPPING

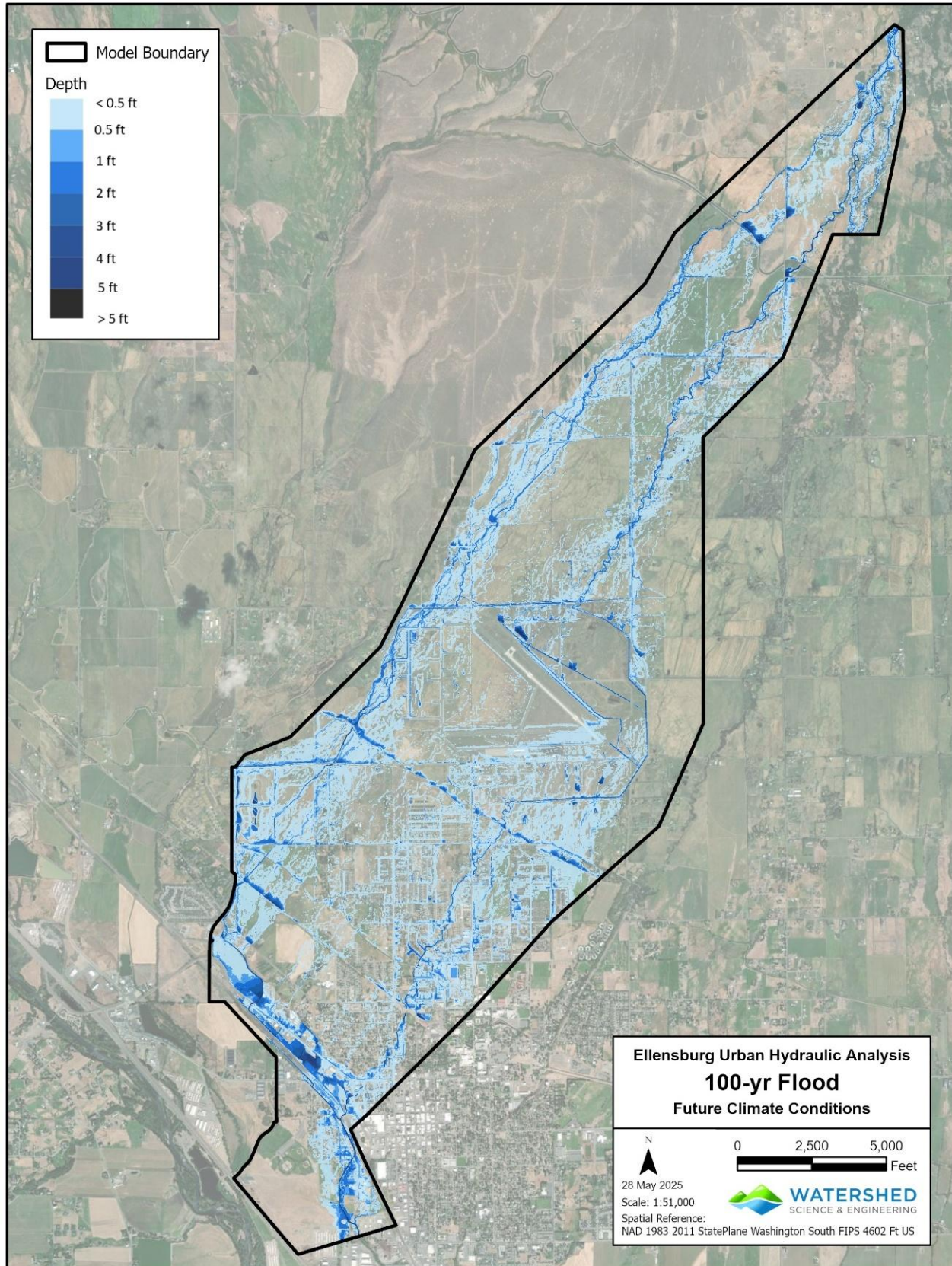


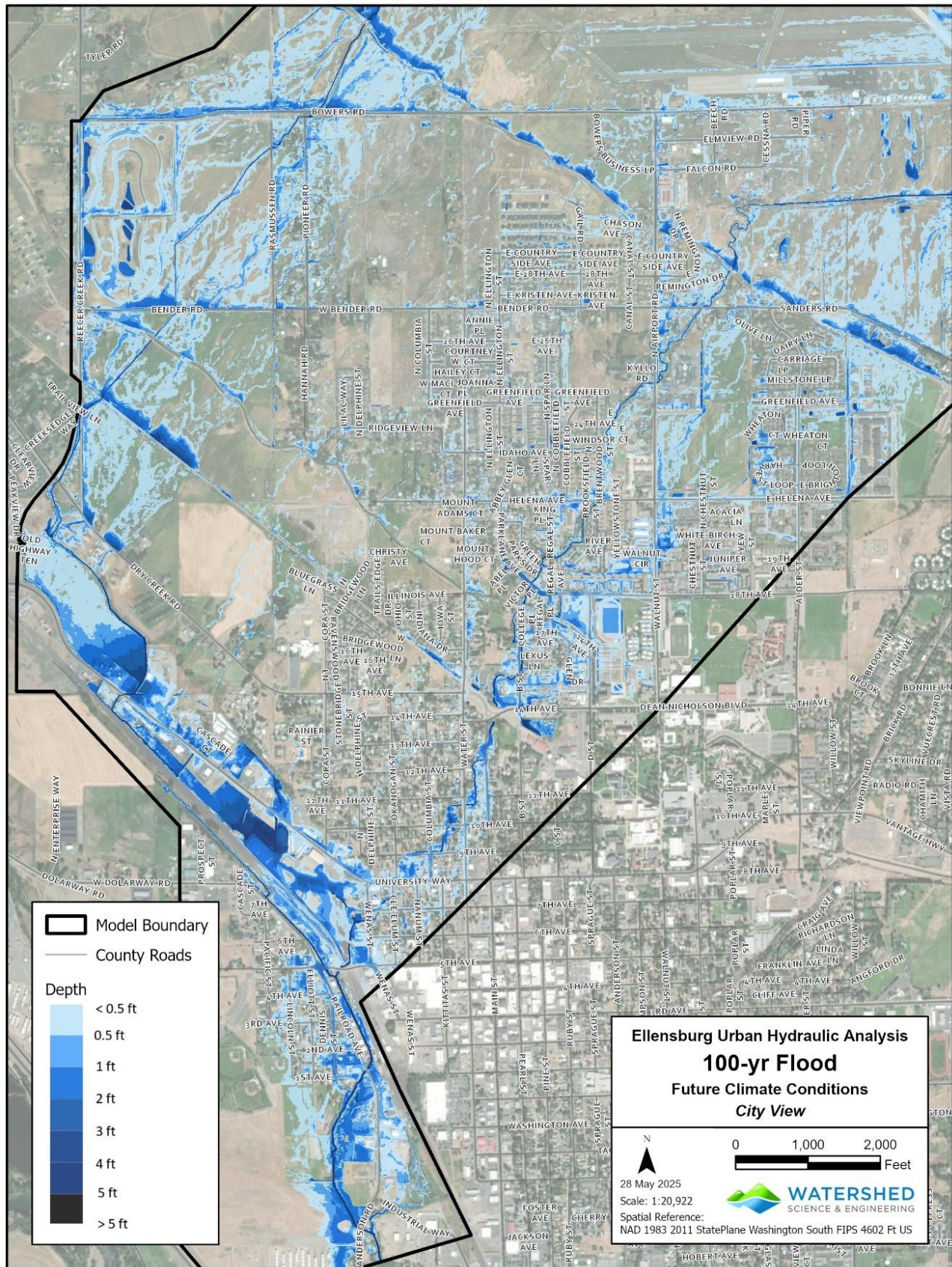


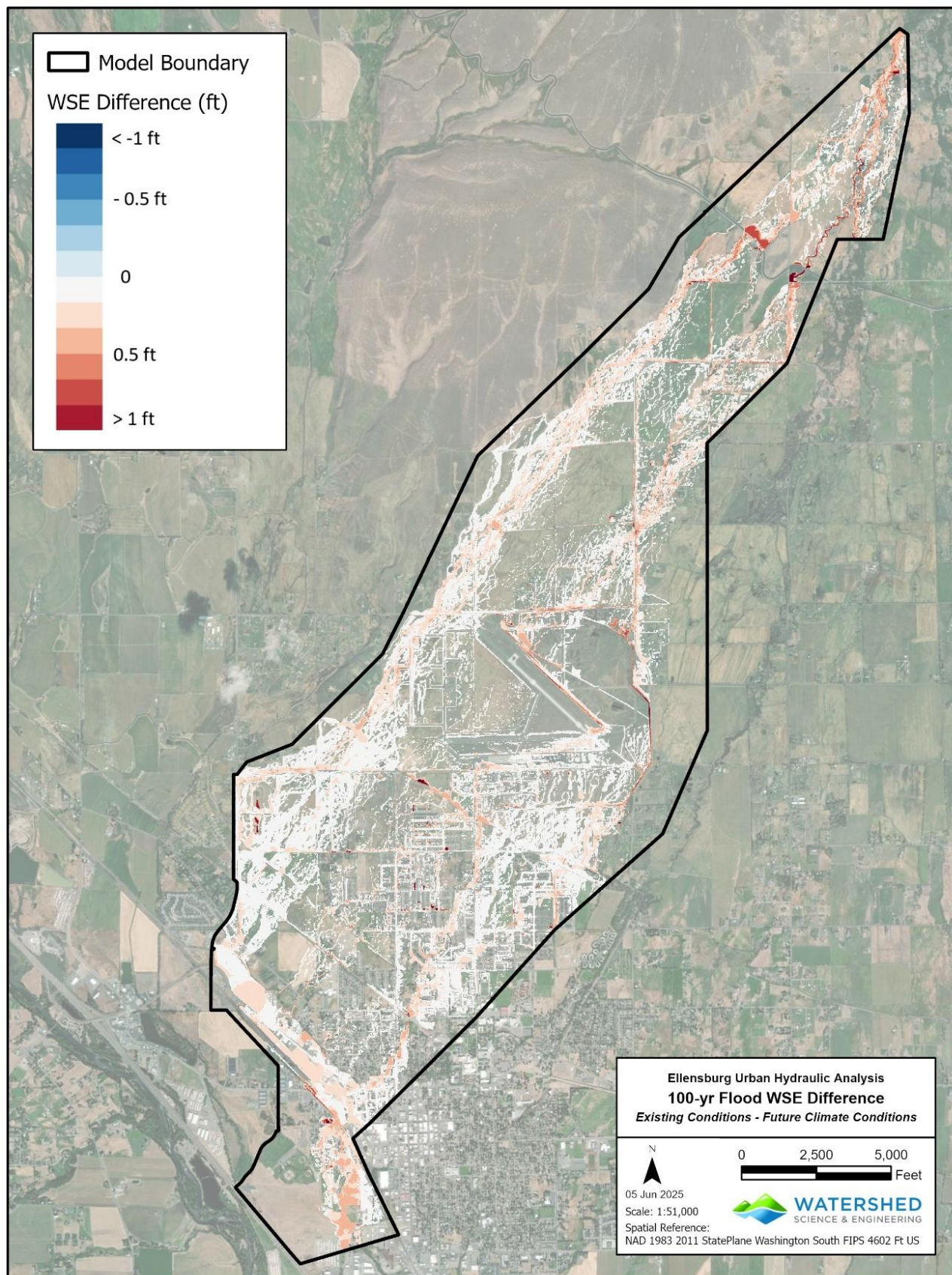


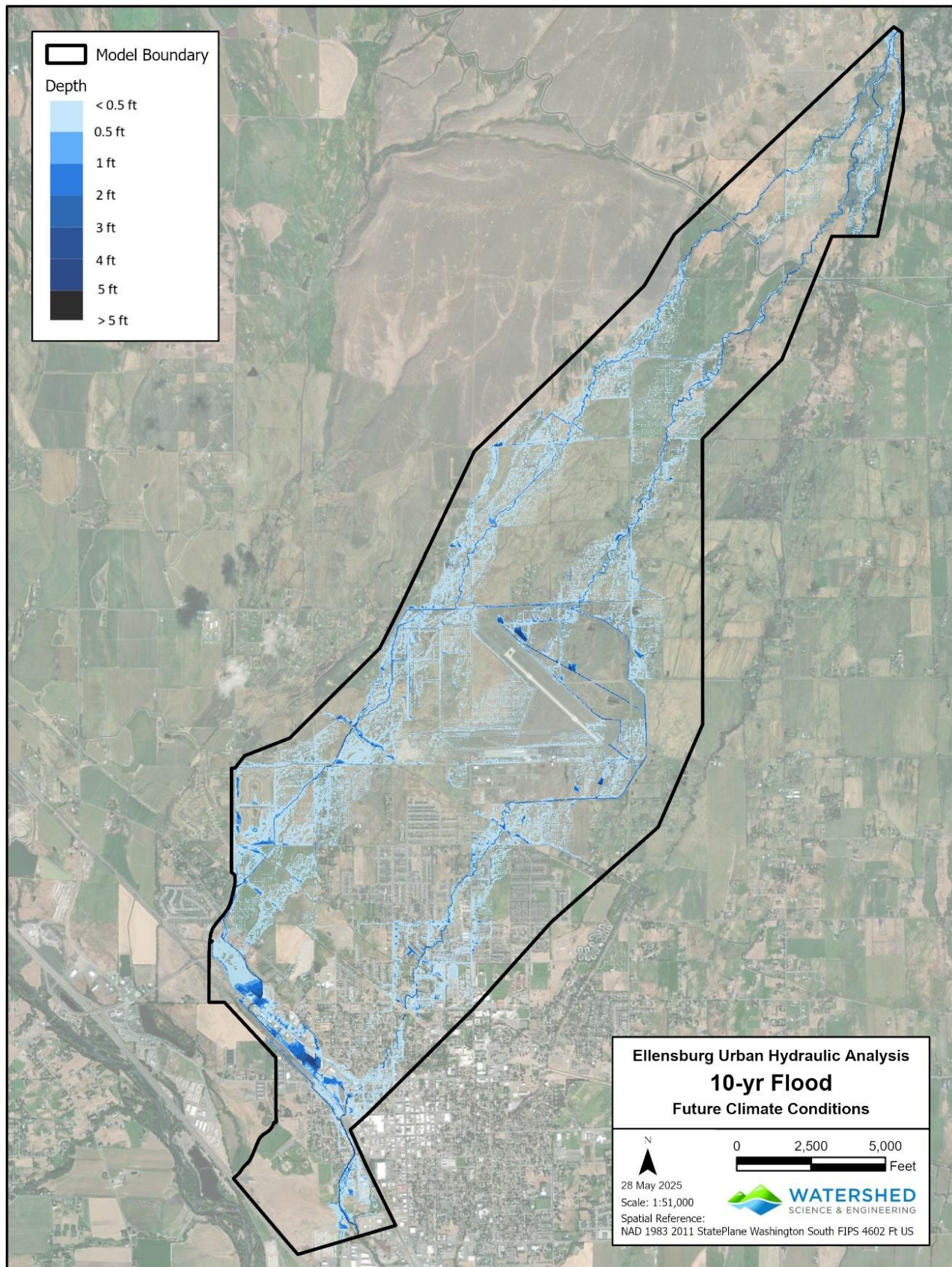


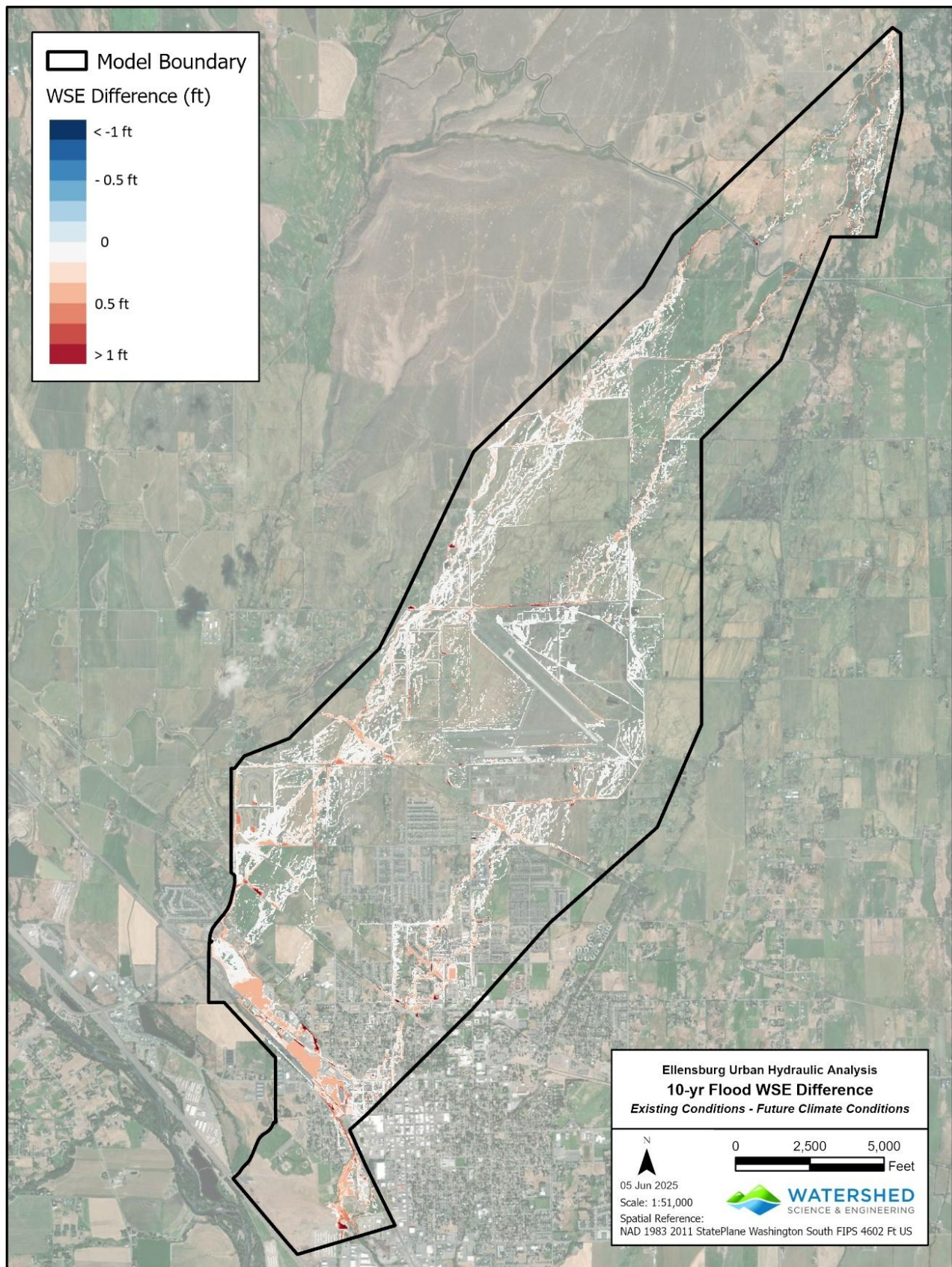
APPENDIX B: FUTURE CLIMATE CONDITIONS MODEL RESULTS











Whiskey/Mercer Flood Map Collaboration

City of Ellensburg – Kittitas County ILA



1

1

Existing FIRMs

- Flood Insurance Rate Maps (FIRMs) are based on 1970s FEMA studies.
- Important to have up-to-date FIRMs to provide sound floodplain management.
- FIRMs should be updated following significant new development, flood control projects, or when new or more accurate information becomes available.
- Investments from FEMA, the Kittitas County Flood Control Zone District (FCZD), and the City (FCAAP grant and matched funds) have improved understanding of flooding in the City of Ellensburg and in Kittitas County.



2

2

Floodplain Regulation in the City

- Staff identifies whether the site is in a regulated floodplain
 - Study Area: Zone A & Zone AO
- Staff determines applicable regulatory requirements
 - Zone A – No Base flood elevations (BFE)
 - Zone AO – Shallow flooding with average depths of 1 to 3 feet
- Applicant submits required floodplain documentation
 - BFE calculation (from applicant's engineer) required for Zone A
 - Site plans, grading plans, engineering calculations
 - Elevation Certificates
- Structures must meet flood-resilient construction standards
- Staff evaluates impacts on floodplain storage & conveyance



3

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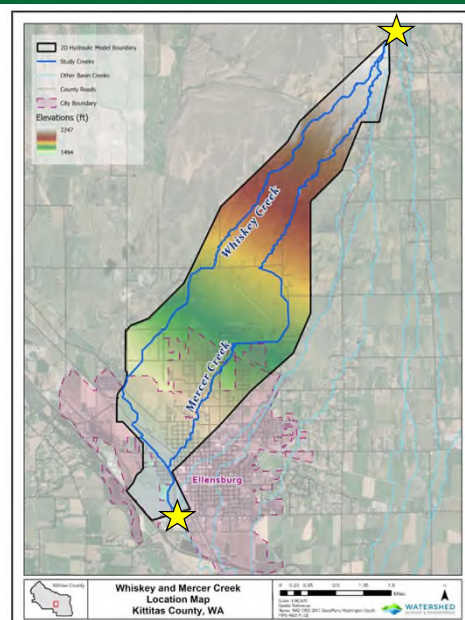
Approximate 7-mile Study Area

Upstream Extent:

Whiskey-Mercer split from Wilson Creek

Downstream Extent:

Confluence of Mercer and Wilson creeks

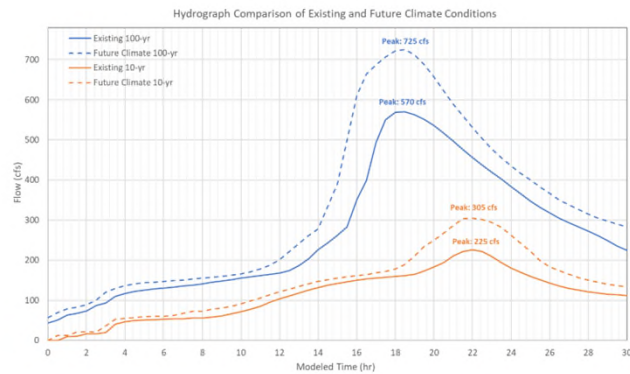


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Changes to Flood Impacts

- 50 years of Development
- Improved Technology = Better Accuracy & Understanding
- Flood Control Projects
- Climate & Hydrologic Changes



5

5

Project	City of Ellensburg	Kittitas County FCZD	FEMA	Investment
Storm Modeling	✓			\$130k
Whiskey / Mercer Hydraulic Model		✓	✓	~ \$120k
FCAAP Urban Flooding Analysis / Model Integration	✓	✓		~ \$505k
Whiskey Creek EWC Siphon & Associated Floodplain Improvements	✓	✓		
Initial Whiskey Creek Reroute Feasibility Analysis		✓		
Hazard Mitigation Plan	✓	✓		
Reecer Creek Levee Phase II Extension	✓	✓		



6

6

FCAAP Storm Modeling & Urban Flooding

- **Funded by 2 Department of Ecology Grants**
 - \$400k FCAAP
 - \$130K Stormwater Capacity Grant
 - FCZD \$105K In-kind Match
- **Stormwater Asset Data Collection of the City's entire Storm System**
- **Drainage basin mapping**
- **Re-mapping and Modeling of the City's Storm System**
- **Identification of undersized storm system components**
- **Identification of long-term capital projects aimed at culverts and outfalls**
- **Integration of Storm System Modeling into the Urban Flood Model**
- **Comparison of the Urban Flood Model with the existing County model**
- **Re-evaluation of current flood maps**

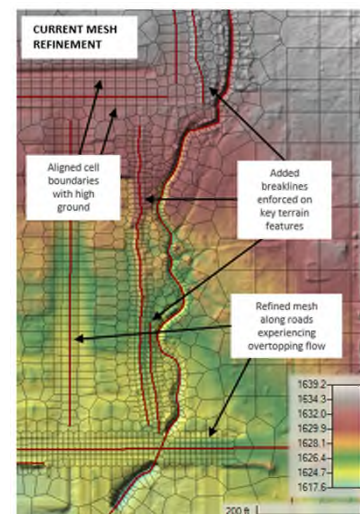


7

7

Whiskey / Mercer Hydraulic Model

- **Two-D hydraulic model**
- **Updated current conditions**
 - 2020 LiDAR
 - Additional Survey
 - 2025 Drone Collected LiDAR
- **Stormwater-riverine flood interaction**
- **Climate Change**

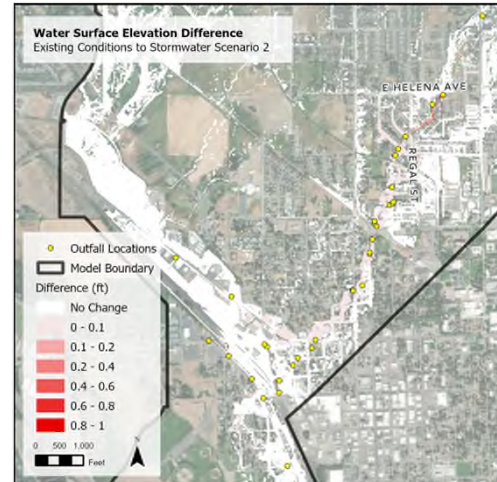


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Urban Flooding Analysis & Model Integration

- Examined locations where mapped floodplain and stormwater systems overlap.
- Most likely scenario: no impact on flood elevation and inundation
- Worst case scenario: impacts primarily downstream of Helena



9

9

Flood Risk and FIRM Mapping

- All flooded areas are usually mapped as a regulatory floodplain.
- FEMA does allow shallow flooded areas (<1 foot depth) to receive an advisory designation.



10

10

Changes to City Floodplain Regulation

- **More accurate identification of flood risk**
 - Incorporates new information
 - Reduces reliance on outdated boundaries
 - Properties and structures removed from floodplain
- **More predictable development review**
 - BFEs established for Zone AH by the study
- **New Shaded Zone X**
 - Advisory (does not carry mandatory flood insurance requirement)
 - Education opportunity
 - Floodplain development standards are at the discretion of the community.



11

11

Flood Mitigation Actions

Table 3. New Mitigation Actions

Action #	New Action Description
1	Re-route portions of Whiskey Creek
2	Implement a targeted acquisition program
3	Expand existing private stormwater maintenance program
4	Investigate and retrofit unowned stormwater facilities
5	Support non-structural mitigation on private property
6	Implement a creekside living outreach program
7	Expand education to include alluvial fans and Zone X flood risks
8	Develop a crack willow eradication program
9	Plan for floodplain habitat restoration at existing transfer station site
10	Use the best available information to regulate floodplains
11	Acquire floodplain easements to preserve flood storage and opportunities
12	Consider regulating Zone X development
13	Evaluate groundwater and creek interactions
14	Investigate stormwater infiltration in capacity-limited neighborhoods
15	Increase freeboard requirements
16	Incorporate future conditions into watershed planning efforts
17	Establish ownership, design and retrofit existing stormwater pond on Cora to maximize local storage benefits
18	Design and construct roadside swales to reduce stormwater volumes in N 1 Street trunkline
19	Design and construct stormwater detention and infiltration and conveyance to reduce local flooding in West Ellensburg



12

12

Reecer Creek Levee Phase II Extension

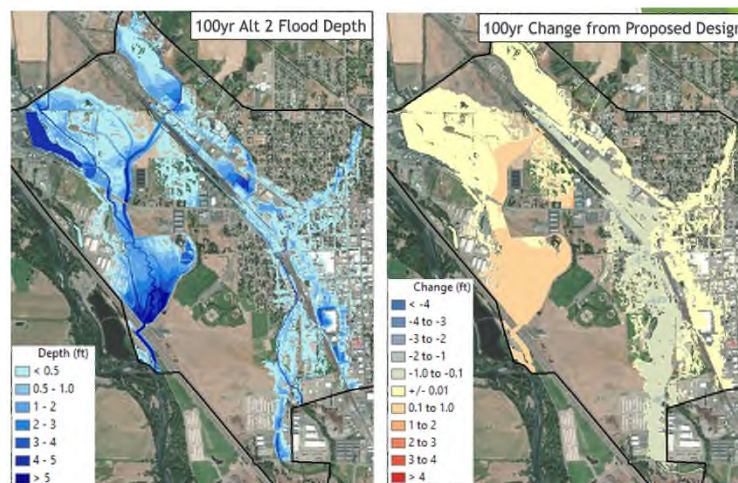
- Large project, excellent investment, great collaboration
- Investments in hydraulic modeling used to vet Whiskey Creek reroute feasibility.



13

13

Potential Whiskey Creek Re-Route



14

14

In Summary...

- **FIRMs need to be updated.**
- **Projects completed to date have provided essential information for understanding area flooding.**
- **Mapping approach favors individual and local decision-making over federal requirements.**
- **City and County have been working to build a more collaborative partnership.**
 - ILA has been signed by Kittitas County
- **Under this ILA, we can improve floodplain management and educate our community about flood risk more proactively.**



15



Meeting Date: December 15, 2025

**City of Ellensburg
City Council Agenda Report**

Agenda Subject: Interlocal Agreement between Kittitas County and the City of Ellensburg for Pooling of Opioid Funds Resulting from the Settlement of Claims Against Pharmaceutical Supply Chain Participants (Public Comment Opportunity)

Submitted by: Gretchen Delaford, Executive Assistant, Heidi Behrends Cerniwey, City Manager

Department: City Manager

Suggested Motion/Action:

Move to approve the Interlocal Agreement between Kittitas County and the City of Ellensburg for Pooling of Opioid Funds Resulting from the Settlement of Claims Against Pharmaceutical Supply Chain Participants and necessary budget adjustments and authorize the City Manager to execute the agreement.

Background/Summary:

Washington State and certain local governments have and may continue to engage in litigation against entities within the pharmaceutical supply chain for their roles in the State's opioid epidemic resulting in large opioid distributors paying the State to end the litigation over multiple settlement agreements.

Kittitas County and the City of Ellensburg are participating local governments who have executed both the One Washington Memorandum of Understanding (MOU) Between Washington Municipalities and the Memorandum of Understanding between the Greater Columbia Region Municipalities to Establish an Opioid Abatement Council to establish a framework for the distribution and oversight of Opioid Funds (as that term is defined in both such agreements). Local governments that are parties to those agreements maintain full discretion over the use and distribution of their allocation of Opioid Funds, provided only 10% of those funds may be used for administrative costs and the balance must be used solely for Approved Purposes as that term is defined in the One Washington MOU.

Previous Council Action:

Council authorized the signature of the City Manager on the One Washington Memorandum of Understanding (One Washington MOU) for future settlement of state opioid claims on April 18, 2022.

- The City received notice of five new proposed opioid settlements with Teva, Allergan, CVS, Walgreens, and Walmart, which were in addition to the prior settlements. This City signed onto the settlement on March 21, 2023.
- The City participated in the new National Opioids Secondary Manufacturers Settlements as of 9/25/2025.

- The City signed the Washington State Allocation Agreement governing the allocation of funds paid by the Purdue Bankruptcy, Sacklers, and Certain Opioid Manufacturers on 9/16/25.

Analysis:

There have been ongoing settlement discussions between the parties to the Washington litigation in the past few years. Cities and counties wishing to participate in opioid settlements and willing to agree to the allocation of settlement methodology as outlined in the "One Washington Memorandum of Understanding between Washington Municipalities" (One Washington MOU) were required to sign the MOU by April 30, 2022. The settlement funds allocation methodology proposed in the One Washington MOU was identical to that in the national opioid litigation settlement. Any settlement funds would be allocated based on county data, using a formula which includes: (1) the amount of opioids shipped to the county; (2) the number of opioid deaths that occurred in that county; and (3) the number of people who suffer opioid use disorder in that county. Then, to determine the allocation within a county, the formula utilizes historical federal data showing how the specific counties and the cities and towns within the counties have made opioids epidemic-related expenditures in the past.

Settlement funds could only be used for expenditures authorized under the One Washington MOU, which include (very broadly stated) treatment, prevention and other strategies for addressing individual and community needs resulting from opioid use disorder. Decision-making regarding the use of settlement funds would be through nine pre-defined groups already established by the Washington State Accountable Community of Health Regions; Kittitas County is in the Greater Columbia region, which also includes Yakima, Franklin, Benton, Walla Walla, Columbia, Whitman, Garfield and Asotin counties. Each region will have to establish an Opioid Abatement Council (OAC) to oversee the settlement, which are comprised of representatives from each county and the cities and towns within the counties.

Kittitas County is projected to receive a total of \$1,995,789.86 in settlement funds, which the BOCC has the authority to direct the use of. To date, the County has received \$585,633.69. The City of Ellensburg is projected to receive a total of \$494,754.09, and wishes to partner with Kittitas County. Total projected funds are \$2,490,543.95. It is also estimated that Kittitas County has received approximately \$400,000, and the City of Ellensburg has received approximately \$169,000, in settlement funds to date.

The Purpose of the proposed ILA is to pool opioid settlement funds between Kittitas County and the City of Ellensburg. Staff recommend pooling these resources to better coordinate and serve the best interests of the residents of Ellensburg and Kittitas County. Under the agreement the City commits to:

- Designate a set amount of Opioid Settlement Funds for each funding cycle, including a 10% administrative fee.
- Participate in evaluating and scoring proposals.
- City Council will approve allocation of City funds proposed by evaluation committee.
- City will pay full amount to Kittitas County for funding cycle and notify Opioid Abatement Council.

- Commit to funding priorities aligned with the adopted Kittitas County Community Health Improvement Plan and One Washington MOU Opioid Abatement Strategies Crosswalk Analysis, found in Exhibit C of this agreement.

Kittitas County and the City of Ellensburg will use the Kittitas County Community Health Improvement Plan (CHIP) to inform opioid abatement strategies including, but not limited to:

- Expanding availability of treatment and support mobile intervention for treatment (MOU) aligns with expand mobile and free clinic presence (CHIP).
- Stigma reduction is in both the MOU and CHIP.
- Prevention of misuse of opioids aligns with school programming and behavioral health screenings in CHIP.

The Board of County Commissioners approved this Interlocal Agreement at their meeting on November 18, 2025.

Financial Impact:

Current Opioid Settlement funding received is \$169,239.00, with no expenditures to date.

Budget Adjustment: Yes

Attachments:

1. ILA - Pharmaceutical Supply Chain Participants

INTERLOCAL AGREEMENT

Between

KITTITAS COUNTY

and

The City of Ellensburg

for

Pooling Of Opioid Funds Resulting from the Settlement of Claims Against Pharmaceutical Supply Chain
Participants

This Interlocal Agreement (hereinafter the "Agreement") is entered into by and between Kittitas County, a municipal corporation of the State of Washington, and the City of Ellensburg, a municipal corporation of the State of Washington for the pooling of funds received by the City of Ellensburg pursuant to its execution of the One Washington Memorandum of Understanding with those received by Kittitas County.

WHEREAS, the parties are public agencies as defined in the Interlocal Cooperation Act (RCW 39.34), and wish to enter into this Agreement pursuant to the provisions of said Act, which allows public agencies to cooperate on a basis of mutual advantage to provide services and facilities in an optimized manner to address the needs of local communities; and

WHEREAS, the people of the State of Washington have been harmed by entities within the pharmaceutical supply chain who manufacture, distribute and dispense prescription opioids; and

WHEREAS, Washington State and certain local governments have and may continue to engage in litigation against entities within the pharmaceutical supply chain for their roles in the State's opioid epidemic resulting in large opioid distributors paying the State to end the litigation over multiple settlement agreements; and

WHEREAS, the governing body of each party to this Agreement has approved such party's involvement in the cooperative interlocal activities as described herein; and

WHEREAS, Kittitas County and the City of Ellensburg are participating local governments who have executed both the One Washington Memorandum of Understanding (MOU) Between Washington Municipalities and the Memorandum of Understanding between the Greater Columbia Region Municipalities to Establish an Opioid Abatement Council to establish a framework for the distribution and oversight of Opioid Funds (as that term is defined in both such agreements); and

WHEREAS, local governments that are parties to those agreements maintain full discretion over the use and distribution of their allocation of Opioid Funds, provided only 10% of those funds may be

used for administrative costs and the balance must be used solely for Approved Purposes as that term is defined in the One Washington MOU; and

WHEREAS, the City of Ellensburg desires to pool the Opioid Settlement Funds it receives pursuant to the above referenced MOUs with Kittitas County in order to best serve the residents of Ellensburg and Kittitas County; and

WHEREAS; it is mutually beneficial for the parties to enter into this Agreement at this time;

NOW, THEREFORE, Kittitas County and the City of Ellensburg hereby agree as follows:

1. Purpose. The purpose of this Agreement is to effectively pool Opioid Settlement Funds to increase the benefit of opioid abatement strategies to the citizens of Ellensburg and Kittitas County.
2. Term. The term of this Agreement shall be from the last date of signature until the City of Ellensburg no longer receives Opioid Funds pursuant to the One Washington MOU and the Greater Columbia Region Opioid Abatement Council MOU, unless the Agreement is terminated early or its term is extended as provided herein.
3. Responsibilities of the Parties.
 - a. Kittitas County's Responsibilities:
 - i. Kittitas County agrees to designate a set amount of Opioid Funds available from their settlement account for each funding cycle. This set amount may be the same or differ from the amount set by the City of Ellensburg.
 - ii. Kittitas County will provide staff support to create, implement, and oversee a public request for proposal process to elicit project and activity proposals. Once each party has set an amount of available Opioid Funds, Kittitas County will select three staff to participate in the Opioid Settlement review group to score funding applications using an agreed upon scoring matrix and recommend projects and activities for approval by the legislative authorities for each Party. Staff may not represent departments or divisions applying for funding.
 - iii. At the time in which funding awards have been approved by the respective legislative authorities, Kittitas County agrees to accept the designated Opioid Funds from the City of Ellensburg and utilize them to pay for eligible projects and activities approved for funding.
 - iv. Kittitas County shall provide contract oversight, including invoicing and monitoring of deliverables, of all funding awards using pooled Opioid Settlement funds.

- v. Kittitas County will provide regular status reports and fiscal updates to the City of Ellensburg on the progress of funding recipients and will provide ad hoc updates to the City of Ellensburg as requested.
- vi. Kittitas County shall receive and retain the City of Ellensburg's portion of Opioid Funds that may be allocated for administrative costs (10% of total).
- vii. Kittitas County agrees to submit all reporting required by the regional Opioid Abatement Council (OAC) showing how the City of Ellensburg's forwarded funds have been expended on behalf of the City of Ellensburg. Kittitas County will provide copies of the filed reports to the City of Ellensburg after they have been accepted by the regional Opioid Abatement Council.
- viii. Kittitas County agrees to hold 10% of funds for transfer to the OAC, as required per the OAC MOU.
- ix. Kittitas County agrees to pay up to 10% of OAC funds held to the OAC on behalf of both Kittitas County and the City of Ellensburg upon invoicing from the OAC.
- x. Any City of Ellensburg funds from a designated funding cycle that remain unspent (community awards or OAC hold) will be retained by Kittitas County for the sole purpose of being applied to the subsequent funding cycle. If the unspent funds are from the final funding cycle, Kittitas County will provide these funds back to the City of Ellensburg at their request.

b. City of Ellensburg's Responsibilities:

- i. The City of Ellensburg agrees to designate a set amount of Opioid Funds available from their settlement account for each funding cycle. This set amount may be the same or differ from the amount set by Kittitas County. The City of Ellensburg also agrees to designate an additional 10% (based on the amount set by the City of Ellensburg) to be held by Kittitas County for payment to the OAC.
- ii. Once each party has set an amount of available Opioid Funds, the City of Ellensburg will select two staff to participate in the Opioid Settlement review group to score and recommend projects and activities for approval by the legislative authorities for each Party. Staff may not represent departments or divisions applying for funding.
- iii. At the time in which funding awards have been approved by the respective legislative authorities, the City of Ellensburg agrees to promptly provide the County with the full designated amount of funds for that funding cycle.
- iv. The City of Ellensburg shall notify the regional Opioid Abatement Council, in writing, that their Opioid Funds will be transferred to Kittitas County.

c. Joint Responsibilities of the Parties:

- i. Both parties will ensure that all requirements of the One Washington MOU found in Exhibit A of this agreement and the Greater Columbia Opioid Abatement Council MOU found in Exhibit B of this agreement specific to each individual entity are met.
 - ii. Both parties agree to support the funding priorities established by the community-based input of the Community Health Improvement Plan and One Washington MOU Opioid Abatement Strategies Crosswalk Analysis, found in Exhibit C of this agreement.
 - iii. Both parties agree to fund the Kittitas County Public Health Department Harm Reduction Program outside of the public request for proposals process in the total amount of \$100,000 per year for five years beginning January 1, 2026. The City of Ellensburg will contribute \$10,000 each year, and Kittitas County will contribute \$90,000 each year. The Harm Reduction program meets funding priorities and is recognized by both parties as a critical prevention and response support to residents of the City of Ellensburg and Kittitas County.
 - iv. Both parties will coordinate the timely presentation of funding recommendations to their respective legislative authorities for final approval.
 - v. No funds will be granted until approval from both parties has been granted via resolutions by the respective legislative authorities. If a legislative authority chooses to deny a funding recommendation, no joint funding will be provided to that applicant. However, each party retains the right to provide separate funding to applicants, outside of this Agreement. Both parties will work collaboratively to share results and outcomes of funding awards publicly.
4. Points of Contact. The parties' addresses and points of contact for any notices to be delivered under this Agreement are as follows:

KITTITAS COUNTY

205 West 5th Ave, Suite 108
Ellensburg, WA 98926

Kasey Knutson
Human Services Manager
Kittitas County Public Health Department
509-962-7515
kasey.knutson@co.kittitas.wa.us

CITY OF ELLENSBURG

501 N Anderson
Ellensburg, WA 98926

Heidi Behrends Cerniwey
City Manager
City Manager's Office
509-962-7221
cerniweyh@ellensburgwa.gov

5. Disbursement of Funds to Eligible Projects. Projects selected for funding will contract directly with Kittitas County. All invoiced expenses will be reviewed by Kittitas County for allowability, and any expenses found to be unallowable will be denied. All funded projects will be required to submit progress reports and updates on achievement of goals and deliverables.

6. Budget and Payment. Settlement funds will be disbursed in several phases, based on availability of funds. At such a point when both parties determine sufficient settlement funds have been received, a Request for Proposals (RFP) will be released to the community. The RFP will have a set maximum amount to be distributed to be determined by settlement funds received and in the possession of each party. Both parties will agree to the total amount available for the phase. Kittitas County will provide staff support to administer the RFP. Once proposals have been reviewed for eligibility and scored by the Opioid Settlement Review group, the group will vote on proposals to recommend for funding and will create formal recommendations based on majority vote.

Once each party's legislative body has approved funding proposals for execution, Kittitas County will invoice the City of Ellensburg for the total agreed upon amount for the entire disbursement phase. Kittitas County will then administer funds to the selected agencies through monthly reimbursement of allowable costs incurred.

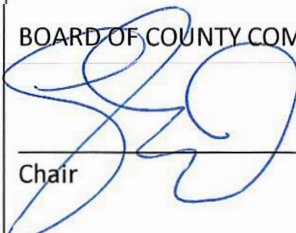
7. Administration. For the purposes of RCW 39.34.030(4)(a), the points of contact as listed in section 4. above shall be the administrators of this Agreement. No separate legal or administrative entity is created by this Agreement. No joint budget or financing method is created by this Agreement; each party will manage its own financing and budgeting processes hereunder. This Agreement will be posted online or filed with the county auditor as required by RCW 39.34.040.
8. Termination. This Agreement may be terminated at any time by mutual written agreement of the parties. Additionally, this Agreement may be terminated unilaterally at any time by either party with thirty (30) days' written notice to the other party. Termination of this Agreement by any means provided herein shall not excuse either party's performance of its obligations hereunder through the effective date of termination.
9. Modification. The parties may modify the terms of this Agreement through one or more formal written amendments, signed by both parties.
10. Notices. Written notices required or permitted to be provided by one party to the other party under this Agreement may be provided by personal delivery, legal courier service, or certified mail, postage prepaid and return receipt requested. Notice may be provided by regular first class mail if simultaneous notice is provided by email. Notices given by a party shall be provided to the other party's point of contact as listed in Section 4. of this Agreement.
11. Insurance. Each party shall maintain general liability coverage at all times, and such liability coverage documents shall be made available to the other party on an annual basis. Each party may choose to share the other party's coverage documents with their insurance carrier or risk pool. The failure of any insurance carrier or self-insured pooling organization to agree to or

follow the terms of this section shall not relieve any individual party from its obligations under this Agreement.

12. Property. The parties do not anticipate acquiring jointly owned personal or real property under this Agreement. Any personal property of a party used in the performance of this Agreement in the possession of the other party shall be returned to the owner promptly upon completion of each task for which such personal property was utilized.
13. Records. Each party shall preserve and maintain its records relating to this Agreement for six (6) years after termination or expiration of the Agreement. Such records shall be subject to inspection, review and audit by either party, the Washington State Auditor's Office, or any other entity as required by law.
14. Indemnification. Each party will be responsible for its own acts and/or omissions in its performance under this Agreement, and the acts and/or omissions of its employees, agents, officials, and registered volunteers. Neither party shall be responsible to the other party for the acts or omissions of persons or entities not a party to this Agreement. The parties agree to maintain a consolidated defense to claims made against them and to reserve all indemnity claims against each other until after liability to the claimant and damages, if any, are adjudicated. If any claim is resolved by voluntary settlement and the parties cannot agree upon apportionment of damages and defense costs, they shall submit apportionment to binding arbitration. The indemnification obligations of the parties shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act. Each party hereby expressly waives any immunity afforded by such acts to the extent required by its obligations to indemnify, defend and hold harmless the other party. A party's waiver of immunity does not extend to claims made by its employees directly against the party as employer. The foregoing indemnification obligations of the parties are a material inducement to enter into this Agreement and have been mutually negotiated.
15. Independent Capacity. Each party to this Agreement shall act in an independent capacity and not as an agent or representative of the other party. The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be the employees or agents of that party, and shall not be considered for any purpose to be the employees or agents of the other party.
16. Severability. If any provision of this Agreement shall be held invalid, such invalidity shall not affect the other provisions of this Agreement that can be given effect without the invalid provision, if such remainder is consistent with applicable law and with the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

17. Waiver. The waiver by a party of any default or breach of this Agreement, or the failure of a party to enforce any provision hereof or to exercise any right or privilege hereunder, shall not be deemed to waive any prior or subsequent breach or default, the enforcement of any provision hereof, or the exercise of any right or privilege hereunder, unless otherwise stated in a signed writing by the party granting such waiver.
18. Disputes. In the event of a dispute between the parties relating to this Agreement, the parties agree to make a good faith attempt to resolve such dispute informally, prior to the commencement of any legal action or arbitration.
19. Governing Law. This Agreement shall be governed by the laws of the State of Washington.
20. Force Majeure. In the event of a forced delay in performance by a party of its obligations under this Agreement, due to causes beyond that party's reasonable control, including but not limited to natural disasters, epidemics, embargoes, war, insurrection, riots, or strikes, such party's time for performance under this Agreement shall be extended for the period of the forced delay.
21. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all other agreements, understandings, negotiations and discussions, oral or written, express or implied, relating to the subject matter hereof.

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the parties through their authorized representatives, effective as of the latest date written below.

KITTITAS COUNTY	CITY OF ELLENSBURG
BOARD OF COUNTY COMMISSIONERS	City Manager
 Chair	_____ Signature
ABSENT	_____ Printed Name
Vice-Chair	_____ Title
 Commissioner	

Date: 11/18/25

Date: _____

Attest:

[Handwritten signature]

Clerk of the Board



EXHIBIT A

ONE WASHINGTON MEMORANDUM OF UNDERSTANDING BETWEEN WASHINGTON MUNICIPALITIES

ONE WASHINGTON MEMORANDUM OF UNDERSTANDING BETWEEN WASHINGTON MUNICIPALITIES

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

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

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

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

Now therefore, the Local Governments enter into this Memorandum of Understanding (“MOU”) relating to the allocation and use of the proceeds of Settlements described.

A. Definitions

As used in this MOU:

1. “Allocation Regions” are the same geographic areas as the existing nine (9) Washington State Accountable Community of Health (ACH) Regions and have the purpose described in Section C below.
2. “Approved Purpose(s)” shall mean the strategies specified and set forth in the Opioid Abatement Strategies attached as Exhibit A.
3. “Effective Date” shall mean the date on which a court of competent jurisdiction enters the first Settlement by order or consent decree. The Parties anticipate that more than one Settlement will be administered according to the terms of this MOU, but that the first entered Settlement will trigger allocation of Opioid Funds in accordance with Section B herein, and the formation of the Opioid Abatement Councils in Section C.
4. “Litigating Local Government(s)” shall mean Local Governments that filed suit against any Pharmaceutical Supply Chain Participant pertaining to the Opioid epidemic prior to September 1, 2020.

5. “Local Government(s)” shall mean all counties, cities, and towns within the geographic boundaries of the State of Washington.

6. “National Settlement Agreements” means the national opioid settlement agreements dated July 21, 2021 involving Johnson & Johnson, and distributors AmerisourceBergen, Cardinal Health and McKesson as well as their subsidiaries, affiliates, officers, and directors named in the National Settlement Agreements, including all amendments thereto.

7. “Opioid Funds” shall mean monetary amounts obtained through a Settlement as defined in this MOU.

8. “Opioid Abatement Council” shall have the meaning described in Section C below.

9. “Participating Local Government(s)” shall mean all counties, cities, and towns within the geographic boundaries of the State that have chosen to sign on to this MOU. The Participating Local Governments may be referred to separately in this MOU as “Participating Counties” and “Participating Cities and Towns” (or “Participating Cities or Towns,” as appropriate) or “Parties.”

10. “Pharmaceutical Supply Chain” shall mean the process and channels through which controlled substances are manufactured, marketed, promoted, distributed, and/or dispensed, including prescription opioids.

11. “Pharmaceutical Supply Chain Participant” shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution, and/or dispensing of a prescription opioid, including any entity that has assisted in any of the above.

12. “Qualified Settlement Fund Account,” or “QSF Account,” shall mean an account set up as a qualified settlement fund, 468b fund, as authorized by Treasury Regulations 1.468B-1(c) (26 CFR §1.468B-1).

13. “Regional Agreements” shall mean the understanding reached by the Participating Local Counties and Cities within an Allocation Region governing the allocation, management, distribution of Opioid Funds within that Allocation Region.

14. “Settlement” shall mean the future negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the Participating Local Governments. “Settlement” expressly does not include a plan of reorganization confirmed under Title 11 of the United States Code, irrespective of the extent to which Participating Local Governments vote in favor of or otherwise support such plan of reorganization.

15. “Trustee” shall mean an independent trustee who shall be responsible for the ministerial task of releasing Opioid Funds from a QSF account to Participating Local Governments as authorized herein and accounting for all payments into or out of the trust.

16. The “Washington State Accountable Communities of Health” or “ACH” shall mean the nine (9) regions described in Section C below.

B. Allocation of Settlement Proceeds for Approved Purposes

1. All Opioid Funds shall be held in a QSF and distributed by the Trustee, for the benefit of the Participating Local Governments, only in a manner consistent with this MOU. Distribution of Opioid Funds will be subject to the mechanisms for auditing and reporting set forth below to provide public accountability and transparency.

2. All Opioid Funds, regardless of allocation, shall be utilized pursuant to Approved Purposes as defined herein and set forth in Exhibit A. Compliance with this requirement shall be verified through reporting, as set out in this MOU.

3. The division of Opioid Funds shall first be allocated to Participating Counties based on the methodology utilized for the Negotiation Class in *In Re: National Prescription Opiate Litigation*, United States District Court for the Northern District of Ohio, Case No. 1:17-md-02804-DAP. The allocation model uses three equally weighted factors: (1) the amount of opioids shipped to the county; (2) the number of opioid deaths that occurred in that county; and (3) the number of people who suffer opioid use disorder in that county. The allocation percentages that result from application of this methodology are set forth in the “County Total” line item in Exhibit B. In the event any county does not participate in this MOU, that county’s percentage share shall be reallocated proportionally amongst the Participating Counties by applying this same methodology to only the Participating Counties.

4. Allocation and distribution of Opioid Funds within each Participating County will be based on regional agreements as described in Section C.

C. Regional Agreements

1. For the purpose of this MOU, the regional structure for decision-making related to opioid fund allocation will be based upon the nine (9) pre-defined Washington State Accountable Community of Health Regions (Allocation Regions). Reference to these pre-defined regions is solely for the purpose of

drawing geographic boundaries to facilitate regional agreements for use of Opioid Funds. The Allocation Regions are as follows:

- King County (Single County Region)
- Pierce County (Single County Region)
- Olympic Community of Health Region (Clallam, Jefferson, and Kitsap Counties)
- Cascade Pacific Action Alliance Region (Cowlitz, Grays Harbor, Lewis, Mason, Pacific, Thurston, and Wahkiakum Counties)
- North Sound Region (Island, San Juan, Skagit, Snohomish, and Whatcom Counties)
- SouthWest Region (Clark, Klickitat, and Skamania Counties)
- Greater Columbia Region (Asotin, Benton, Columbia, Franklin, Garfield, Kittitas, Walla Walla, Whitman, and Yakima Counties)
- Spokane Region (Adams, Ferry, Lincoln, Pend Oreille, Spokane, and Stevens Counties)
- North Central Region (Chelan, Douglas, Grant, and Okanogan Counties)

2. Opioid Funds will be allocated, distributed and managed within each Allocation Region, as determined by its Regional Agreement as set forth below. If an Allocation Region does not have a Regional Agreement enumerated in this MOU, and does not subsequently adopt a Regional Agreement per Section C.5, the default mechanism for allocation, distribution and management of Opioid Funds described in Section C.4.a will apply. Each Allocation Region must have an OAC whose composition and responsibilities shall be defined by Regional Agreement or as set forth in Section C.4.

3. King County's Regional Agreement is reflected in Exhibit C to this MOU.

4. All other Allocation Regions that have not specified a Regional Agreement for allocating, distributing and managing Opioid Funds, will apply the following default methodology:

- a. Opioid Funds shall be allocated within each Allocation Region by taking the allocation for a Participating County from Exhibit B and apportioning those funds between that Participating County and its Participating Cities and Towns. Exhibit B also sets forth the allocation to the Participating Counties and the Participating Cities or Towns within the Counties based on a default allocation formula. As set forth above in Section B.3, to determine the allocation to a county, this formula utilizes: (1) the amount of opioids shipped to the county; (2) the number of opioid deaths that occurred in that county; and (3) the number of people who suffer opioid use disorder in that county. To determine the allocation within a county, the formula utilizes historical federal data showing how the specific Counties and the Cities and Towns within the Counties have

made opioids epidemic-related expenditures in the past. This is the same methodology used in the National Settlement Agreements for county and intra-county allocations. A Participating County, and the Cities and Towns within it may enter into a separate intra-county allocation agreement to modify how the Opioid Funds are allocated amongst themselves, provided the modification is in writing and agreed to by all Participating Local Governments in the County. Such an agreement shall not modify any of the other terms or requirements of this MOU.

b. 10% of the Opioid Funds received by the Region will be reserved, on an annual basis, for administrative costs related to the OAC. The OAC will provide an annual accounting for actual costs and any reserved funds that exceed actual costs will be reallocated to Participating Local Governments within the Region.

c. Cities and towns with a population of less than 10,000 shall be excluded from the allocation, with the exception of cities and towns that are Litigating Participating Local Governments. The portion of the Opioid Funds that would have been allocated to a city or town with a population of less than 10,000 that is not a Litigating Participating Local Government shall be redistributed to Participating Counties in the manner directed in C.4.a above.

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

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

f. A Local Government that chooses not to become a Participating Local Government will not receive a direct allocation of Opioid Funds. The portion of the Opioid Funds that would have been allocated to a Local Government that is not a Participating Local Government shall be

redistributed to Participating Counties in the manner directed in C.4.a above.

g. As a condition of receiving a direct payment, each Participating Local Government that receives a direct payment agrees to undertake the following actions:

- i. Developing a methodology for obtaining proposals for use of Opioid Funds.
- ii. Ensuring there is opportunity for community-based input on priorities for Opioid Fund programs and services.
- iii. Receiving and reviewing proposals for use of Opioid Funds for Approved Purposes.
- iv. Approving or denying proposals for use of Opioid Funds for Approved Purposes.
- v. Receiving funds from the Trustee for approved proposals and distributing the Opioid Funds to the recipient.
- vi. Reporting to the OAC and making publicly available all decisions on Opioid Fund allocation applications, distributions and expenditures.

h. Prior to any distribution of Opioid Funds within the Allocation Region, The Participating Local Governments must establish an Opioid Abatement Council (OAC) to oversee Opioid Fund allocation, distribution, expenditures and dispute resolution. The OAC may be a preexisting regional body or may be a new body created for purposes of executing the obligations of this MOU.

i. The OAC for each Allocation Region shall be composed of representation from both Participating Counties and Participating Towns or Cities within the Region. The method of selecting members, and the terms for which they will serve will be determined by the Allocation Region's Participating Local Governments. All persons who serve on the OAC must have work or educational experience pertaining to one or more Approved Uses.

j. The Regional OAC will be responsible for the following actions:

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

- ii. Annual review of expenditure reports from Participating Local Jurisdictions within the Allocation Region for compliance with Approved Purposes and the terms of this MOU and any Settlement.
 - iii. In the case where Participating Local Governments chose to forego their allocation of Opioid Funds:
 - (i) Approving or denying proposals by Participating Local Governments or community groups to the OAC for use of Opioid Funds within the Allocation Region.
 - (ii) Directing the Trustee to distribute Opioid Funds for use by Participating Local Governments or community groups whose proposals are approved by the OAC.
 - (iii) Administrating and maintaining records of all OAC decisions and distributions of Opioid Funds.
 - iv. Reporting and making publicly available all decisions on Opioid Fund allocation applications, distributions and expenditures by the OAC or directly by Participating Local Governments.
 - v. Developing and maintaining a centralized public dashboard or other repository for the publication of expenditure data from any Participating Local Government that receives Opioid Funds, and for expenditures by the OAC in that Allocation Region, which it shall update at least annually.
 - vi. If necessary, requiring and collecting additional outcome-related data from Participating Local Governments to evaluate the use of Opioid Funds, and all Participating Local Governments shall comply with such requirements.
 - vii. Hearing complaints by Participating Local Governments within the Allocation Region regarding alleged failure to (1) use Opioid Funds for Approved Purposes or (2) comply with reporting requirements.
5. Participating Local Governments may agree and elect to share, pool, or collaborate with their respective allocation of Opioid Funds in any manner they choose by adopting a Regional Agreement, so long as such sharing, pooling, or collaboration is used for Approved Purposes and complies with the terms of this MOU and any Settlement.

6. Nothing in this MOU should alter or change any Participating Local Government's rights to pursue its own claim. Rather, the intent of this MOU is to join all parties who wish to be Participating Local Governments to agree upon an allocation formula for any Opioid Funds from any future binding Settlement with one or more Pharmaceutical Supply Chain Participants for all Local Governments in the State of Washington.

7. If any Participating Local Government disputes the amount it receives from its allocation of Opioid Funds, the Participating Local Government shall alert its respective OAC within sixty (60) days of discovering the information underlying the dispute. Failure to alert its OAC within this time frame shall not constitute a waiver of the Participating Local Government's right to seek recoupment of any deficiency in its allocation of Opioid Funds.

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

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

D. Payment of Counsel and Litigation Expenses

1. The Litigating Local Governments have incurred attorneys' fees and litigation expenses relating to their prosecution of claims against the Pharmaceutical Supply Chain Participants, and this prosecution has inured to the benefit of all Participating Local Governments. Accordingly, a Washington

Government Fee Fund (“GFF”) shall be established that ensures that all Parties that receive Opioid Funds contribute to the payment of fees and expenses incurred to prosecute the claims against the Pharmaceutical Supply Chain Participants, regardless of whether they are litigating or non-litigating entities.

2. The amount of the GFF shall be based as follows: the funds to be deposited in the GFF shall be equal to 15% of the total cash value of the Opioid Funds.

3. The maximum percentage of any contingency fee agreement permitted for compensation shall be 15% of the portion of the Opioid Funds allocated to the Litigating Local Government that is a party to the contingency fee agreement, plus expenses attributable to that Litigating Local Government. Under no circumstances may counsel collect more for its work on behalf of a Litigating Local Government than it would under its contingency agreement with that Litigating Local Government.

4. Payments from the GFF shall be overseen by a committee (the “Opioid Fee and Expense Committee”) consisting of one representative of the following law firms: (a) Keller Rohrbach L.L.P.; (b) Hagens Berman Sobol Shapiro LLP; (c) Goldfarb & Huck Roth Riojas, PLLC; and (d) Napoli Shkolnik PLLC. The role of the Opioid Fee and Expense Committee shall be limited to ensuring that the GFF is administered in accordance with this Section.

5. In the event that settling Pharmaceutical Supply Chain Participants do not pay the fees and expenses of the Participating Local Governments directly at the time settlement is achieved, payments to counsel for Participating Local Governments shall be made from the GFF over not more than three years, with 50% paid within 12 months of the date of Settlement and 25% paid in each subsequent year, or at the time the total Settlement amount is paid to the Trustee by the Defendants, whichever is sooner.

6. Any funds remaining in the GFF in excess of: (i) the amounts needed to cover Litigating Local Governments’ private counsel’s representation agreements, and (ii) the amounts needed to cover the common benefit tax discussed in Section C.8 below (if not paid directly by the Defendants in connection with future settlement(s), shall revert to the Participating Local Governments *pro rata* according to the percentages set forth in Exhibits B, to be used for Approved Purposes as set forth herein and in Exhibit A.

7. In the event that funds in the GFF are not sufficient to pay all fees and expenses owed under this Section, payments to counsel for all Litigating Local Governments shall be reduced on a *pro rata* basis. The Litigating Local Governments will not be responsible for any of these reduced amounts.

8. The Parties anticipate that any Opioid Funds they receive will be subject to a common benefit “tax” imposed by the court in *In Re: National Prescription Opiate Litigation*, United States District Court for the Northern District of Ohio, Case No. 1:17-md-02804-DAP (“Common Benefit Tax”). If this occurs, the Participating Local Governments shall first seek to have the settling defendants pay the Common Benefit Tax. If the settling defendants do not agree to pay the Common Benefit Tax, then the Common Benefit Tax shall be paid from the Opioid Funds and by both litigating and non-litigating Local Governments. This payment shall occur prior to allocation and distribution of funds to the Participating Local Governments. In the event that GFF is not fully exhausted to pay the Litigating Local Governments’ private counsel’s representation agreements, excess funds in the GFF shall be applied to pay the Common Benefit Tax (if any).

E. General Terms

1. If any Participating Local Government believes another Participating Local Government, not including the Regional Abatement Advisory Councils, violated the terms of this MOU, the alleging Participating Local Government may seek to enforce the terms of this MOU in the court in which any applicable Settlement(s) was entered, provided the alleging Participating Local Government first provides the alleged offending Participating Local Government notice of the alleged violation(s) and a reasonable opportunity to cure the alleged violation(s). In such an enforcement action, any alleging Participating Local Government or alleged offending Participating Local Government may be represented by their respective public entity in accordance with Washington law.

2. Nothing in this MOU shall be interpreted to waive the right of any Participating Local Government to seek judicial relief for conduct occurring outside the scope of this MOU that violates any Washington law. In such an action, the alleged offending Participating Local Government, including the Regional Abatement Advisory Councils, may be represented by their respective public entities in accordance with Washington law. In the event of a conflict, any Participating Local Government, including the Regional Abatement Advisory Councils and its Members, may seek outside representation to defend itself against such an action.

3. Venue for any legal action related to this MOU shall be in the court in which the Participating Local Government is located or in accordance with the court rules on venue in that jurisdiction. This provision is not intended to expand the court rules on venue.

4. This MOU may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Participating Local Governments approve the use of electronic signatures for execution of this MOU. All use of electronic signatures

shall be governed by the Uniform Electronic Transactions Act. The Parties agree not to deny the legal effect or enforceability of the MOU solely because it is in electronic form or because an electronic record was used in its formation. The Participating Local Government agree not to object to the admissibility of the MOU in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

5. Each Participating Local Government represents that all procedures necessary to authorize such Participating Local Government's execution of this MOU have been performed and that the person signing for such Party has been authorized to execute the MOU.

[Remainder of Page Intentionally Left Blank – Signature Pages Follow]

This One Washington Memorandum of Understanding Between Washington Municipalities is signed this ____ day of _____, 2022 by:

Name & Title _____

On behalf of _____

4894-0031-1574, v. 2

EXHIBIT A

OPIOID ABATEMENT STRATEGIES

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

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

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse services that include the full American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including but not limited to:
 - a. Medication-Assisted Treatment (MAT);
 - b. Abstinence-based treatment;
 - c. Treatment, recovery, or other services provided by states, subdivisions, community health centers; non-for-profit providers; or for-profit providers;
 - d. Treatment by providers that focus on OUD treatment as well as treatment by providers that offer OUD treatment along with treatment for other SUD/MH conditions, co-usage, and/or co-addiction; or
 - e. Evidence-informed residential services programs, as noted below.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based, evidence-informed, or promising practices such as adequate methadone dosing.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction and for persons who have experienced an opioid overdose.
6. Support treatment of mental health trauma resulting from the traumatic experiences of the opioid user (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose

or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support detoxification (detox) and withdrawal management services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including medical detox, referral to treatment, or connections to other services or supports.
8. Support training on MAT for health care providers, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
10. Provide fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
12. Support the dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.
13. Support the development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

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

1. Provide the full continuum of care of recovery services for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including supportive housing, residential treatment, medical detox services, peer support services and counseling, community navigators, case management, and connections to community-based services.
2. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

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

**C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED
(CONNECTIONS TO CARE)**

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

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

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

17. Develop or support a National Treatment Availability Clearinghouse – a multistate/nationally accessible database whereby health care providers can list locations for currently available in-patient and out-patient OUD treatment services that are accessible on a real-time basis by persons who seek treatment.

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

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

1. Support pre-arrest or post-arrest diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including established strategies such as:
 - a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
 - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
 - c. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;
 - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative;
 - f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise and to reduce perceived barriers associated with law enforcement 911 responses; or
 - g. County prosecution diversion programs, including diversion officer salary, only for counties with a population of 50,000 or less. Any diversion services in matters involving opioids must include drug testing, monitoring, or treatment.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, but only if these courts provide referrals to evidence-informed treatment, including MAT.

4. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, case management, or other services offered in connection with any of the strategies described in this section.

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

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

1. Support evidence-based, evidence-informed, or promising treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Provide training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
3. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
4. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

5. Offer enhanced family supports and home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including but not limited to parent skills training.
6. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

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

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

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

- b. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database.
- 7. Increase electronic prescribing to prevent diversion or forgery.
- 8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

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

- 1. Corrective advertising or affirmative public education campaigns based on evidence.
- 2. Public education relating to drug disposal.
- 3. Drug take-back disposal or destruction programs.
- 4. Fund community anti-drug coalitions that engage in drug prevention efforts.
- 5. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).
- 6. Engage non-profits and faith-based communities as systems to support prevention.
- 7. Support evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
- 8. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
- 9. Support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
- 10. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
- 11. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses or other school staff, to

address mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS

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

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, opioid users, families and friends of opioid users, schools, community navigators and outreach workers, drug offenders upon release from jail/prison, or other members of the general public.
2. Provision by public health entities of free naloxone to anyone in the community, including but not limited to provision of intra-nasal naloxone in settings where other options are not available or allowed.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, and other members of the general public.
4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
10. Support mobile units that offer or provide referrals to treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
11. Provide training in treatment and recovery strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
12. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

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

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

J. LEADERSHIP, PLANNING AND COORDINATION

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

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

K. TRAINING

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

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Invest in infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, or implement other

strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

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

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

EXHIBIT B

County	Local Government	% Allocation
<u>Adams County</u>		
	Adams County	0.1638732475%
	Hatton	
	Lind	
	Othello	
	Ritzville	
	Washtucna	
	County Total:	0.1638732475%
<u>Asotin County</u>		
	Asotin County	0.4694498386%
	Asotin	
	Clarkston	
	County Total:	0.4694498386%
<u>Benton County</u>		
	Benton County	1.4848831892%
	Benton City	
	Kennewick	0.5415650564%
	Prosser	
	Richland	0.4756779517%
	West Richland	0.0459360490%
	County Total:	2.5480622463%
<u>Chelan County</u>		
	Chelan County	0.7434914485%
	Cashmere	
	Chelan	
	Entiat	
	Leavenworth	
	Wenatchee	0.2968333494%
	County Total:	1.0403247979%
<u>Clallam County</u>		
	Clallam County	1.3076983401%
	Forks	
	Port Angeles	0.4598370527%
	Sequim	
	County Total:	1.7675353928%

*** - Local Government appears in multiple counties B-1

EXHIBIT B

County	Local Government	% Allocation
<u>Clark County</u>		
	Clark County	4.5149775326%
	Battle Ground	0.1384729857%
	Camas	0.2691592724%
	La Center	
	Ridgefield	
	Vancouver	1.7306605325%
	Washougal	0.1279328220%
	Woodland***	
	Yacolt	
	County Total:	6.7812031452%
<u>Columbia County</u>		
	Columbia County	0.0561699537%
	Dayton	
	Starbuck	
	County Total:	0.0561699537%
<u>Cowlitz County</u>		
	Cowlitz County	1.7226945990%
	Castle Rock	
	Kalama	
	Kelso	0.1331145270%
	Longview	0.6162736905%
	Woodland***	
	County Total:	2.4720828165%
<u>Douglas County</u>		
	Douglas County	0.3932175175%
	Bridgeport	
	Coulee Dam***	
	East Wenatchee	0.0799810865%
	Mansfield	
	Rock Island	
	Waterville	
	County Total:	0.4731986040%
<u>Ferry County</u>		
	Ferry County	0.1153487994%
	Republic	
	County Total:	0.1153487994%

*** - Local Government appears in multiple counties B-2

EXHIBIT B

County	Local Government	% Allocation
<u>Franklin County</u>		
	Franklin County	0.3361237144%
	Connell	
	Kahlotus	
	Mesa	
	Pasco	0.4278056066%
	County Total:	0.7639293210%
<u>Garfield County</u>		
	Garfield County	0.0321982209%
	Pomeroy	
	County Total:	0.0321982209%
<u>Grant County</u>		
	Grant County	0.9932572167%
	Coulee City	
	Coulee Dam***	
	Electric City	
	Ephrata	
	George	
	Grand Coulee	
	Hartline	
	Krupp	
	Mattawa	
	Moses Lake	0.2078293909%
	Quincy	
	Royal City	
	Soap Lake	
	Warden	
	Wilson Creek	
	County Total:	1.2010866076%

*** - Local Government appears in multiple counties B-3

EXHIBIT B

County	Local Government	% Allocation
<u>Grays Harbor County</u>		
	Grays Harbor County	0.9992429138%
	Aberdeen	0.2491525333%
	Cosmopolis	
	Elma	
	Hoquiam	
	McCleary	
	Montesano	
	Oakville	
	Ocean Shores	
	Westport	
	County Total:	1.2483954471%
<u>Island County</u>		
	Island County	0.6820422610%
	Coupeville	
	Langley	
	Oak Harbor	0.2511550431%
	County Total:	0.9331973041%
<u>Jefferson County</u>		
	Jefferson County	0.4417137380%
	Port Townsend	
	County Total:	0.4417137380%

EXHIBIT B

County	Local Government	% Allocation
<u>King County</u>		
	King County	13.9743722662%
	Algona	
	Auburn***	0.2622774917%
	Beaux Arts Village	
	Bellevue	1.1300592573%
	Black Diamond	
	Bothell***	0.1821602716%
	Burien	0.0270962921%
	Carnation	
	Clyde Hill	
	Covington	0.0118134406%
	Des Moines	0.1179764526%
	Duvall	
	Enumclaw***	0.0537768326%
	Federal Way	0.3061452240%
	Hunts Point	
	Issaquah	0.1876240107%
	Kenmore	0.0204441024%
	Kent	0.5377397676%
	Kirkland	0.5453525246%
	Lake Forest Park	0.0525439124%
	Maple Valley	0.0093761587%
	Medina	
	Mercer Island	0.1751797481%
	Milton***	
	Newcastle	0.0033117880%
	Normandy Park	
	North Bend	
	Pacific***	
	Redmond	0.4839486007%
	Renton	0.7652626920%
	Sammamish	0.0224369090%
	SeaTac	0.1481551278%
	Seattle	6.6032403816%
	Shoreline	0.0435834501%
	Skykomish	
	Snoqualmie	0.0649164481%
	Tukwila	0.3032205739%
	Woodinville	0.0185516364%
	Yarrow Point	
County Total:		26.0505653608%

*** - Local Government appears in multiple counties B-5

EXHIBIT B

County	Local Government	% Allocation
<u>Kitsap County</u>		
	Kitsap County	2.6294133668%
	Bainbridge Island	0.1364686014%
	Bremerton	0.6193374389%
	Port Orchard	0.1009497162%
	Poulsbo	0.0773748246%
	County Total:	3.5635439479%
<u>Kittitas County</u>		
	Kittitas County	0.3855704683%
	Cle Elum	
	Ellensburg	0.0955824915%
	Kittitas	
	Roslyn	
	South Cle Elum	
	County Total:	0.4811529598%
<u>Klickitat County</u>		
	Klickitat County	0.2211673457%
	Bingen	
	Goldendale	
	White Salmon	
	County Total:	0.2211673457%
<u>Lewis County</u>		
	Lewis County	1.0777377479%
	Centralia	0.1909990353%
	Chehalis	
	Morton	
	Mossyrock	
	Napavine	
	Pe Ell	
	Toledo	
	Vader	
	Winlock	
	County Total:	1.2687367832%

*** - Local Government appears in multiple counties B-6

EXHIBIT B

County	Local Government	% Allocation
<u>Lincoln County</u>		
	Lincoln County	0.1712669645%
	Almira	
	Creston	
	Davenport	
	Harrington	
	Odessa	
	Reardan	
	Sprague	
	Wilbur	
	County Total:	0.1712669645%
<u>Mason County</u>		
	Mason County	0.8089918012%
	Shelton	0.1239179888%
	County Total:	0.9329097900%
<u>Okanogan County</u>		
	Okanogan County	0.6145043345%
	Brewster	
	Conconully	
	Coulee Dam***	
	Elmer City	
	Nespelem	
	Okanogan	
	Omak	
	Oroville	
	Pateros	
	Riverside	
	Tonasket	
	Twisp	
	Winthrop	
	County Total:	0.6145043345%
<u>Pacific County</u>		
	Pacific County	0.4895416466%
	Ilwaco	
	Long Beach	
	Raymond	
	South Bend	
	County Total:	0.4895416466%

*** - Local Government appears in multiple counties B-7

EXHIBIT B

County	Local Government	% Allocation
<u>Pend Oreille County</u>		
	Pend Oreille County	0.2566374940%
	Cusick	
	Ione	
	Metaline	
	Metaline Falls	
	Newport	
	County Total:	0.2566374940%
<u>Pierce County</u>		
	Pierce County	7.2310164020%
	Auburn***	0.0628522112%
	Bonney Lake	0.1190773864%
	Buckley	
	Carbonado	
	DuPont	
	Eatonville	
	Edgewood	0.0048016791%
	Enumclaw***	0.0000000000%
	Fife	0.1955185481%
	Fircrest	
	Gig Harbor	0.0859963345%
	Lakewood	0.5253640894%
	Milton***	
	Orting	
	Pacific***	
	Puyallup	0.3845704814%
	Roy	
	Ruston	
	South Prairie	
	Steilacoom	
	Sumner	0.1083157569%
	Tacoma	3.2816374617%
	University Place	0.0353733363%
	Wilkeson	
	County Total:	12.0345236870%
<u>San Juan County</u>		
	San Juan County	0.2101495171%
	Friday Harbor	
	County Total:	0.2101495171%

*** - Local Government appears in multiple counties B-8

EXHIBIT B

County	Local Government	% Allocation
<u>Skagit County</u>		
	Skagit County	1.0526023961%
	Anacortes	0.1774962906%
	Burlington	0.1146861661%
	Concrete	
	Hamilton	
	La Conner	
	Lyman	
	Mount Vernon	0.2801063665%
	Sedro-Woolley	0.0661146351%
	County Total:	1.6910058544%
<u>Skamania County</u>		
	Skamania County	0.1631931925%
	North Bonneville	
	Stevenson	
	County Total:	0.1631931925%
<u>Snohomish County</u>		
	Snohomish County	6.9054415622%
	Arlington	0.2620524080%
	Bothell***	0.2654558588%
	Brier	
	Darrington	
	Edmonds	0.3058936009%
	Everett	1.9258363241%
	Gold Bar	
	Granite Falls	
	Index	
	Lake Stevens	0.1385202891%
	Lynnwood	0.7704629214%
	Marysville	0.3945067827%
	Mill Creek	0.1227939546%
	Monroe	0.1771621898%
	Mountlake Terrace	0.2108935805%
	Mukilteo	0.2561790702%
	Snohomish	0.0861097964%
	Stanwood	
	Sultan	
	Woodway	
	County Total:	11.8213083387%

*** - Local Government appears in multiple counties B-9

EXHIBIT B

County	Local Government	% Allocation
<u>Spokane County</u>		
	Spokane County	5.5623859292%
	Airway Heights	
	Cheney	0.1238454349%
	Deer Park	
	Fairfield	
	Latah	
	Liberty Lake	0.0389636519%
	Medical Lake	
	Millwood	
	Rockford	
	Spangle	
	Spokane	3.0872078287%
	Spokane Valley	0.0684217500%
	Waverly	
	County Total:	8.8808245947%
<u>Stevens County</u>		
	Stevens County	0.7479240179%
	Chewelah	
	Colville	
	Kettle Falls	
	Marcus	
	Northport	
	Springdale	
	County Total:	0.7479240179%
<u>Thurston County</u>		
	Thurston County	2.3258492094%
	Bucoda	
	Lacey	0.2348627221%
	Olympia	0.6039423385%
	Rainier	
	Tenino	
	Tumwater	0.2065982350%
	Yelm	
	County Total:	3.3712525050%
<u>Wahkiakum County</u>		
	Wahkiakum County	0.0596582197%
	Cathlamet	
	County Total:	0.0596582197%

*** - Local Government appears in multiple counties B-10

EXHIBIT B

County	Local Government	% Allocation
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Walla Walla County

Walla Walla County	0.5543870294%
College Place	
Prescott	
Waitsburg	
Walla Walla	0.3140768654%
County Total:	0.8684638948%

Whatcom County

Whatcom County	1.3452637306%
Bellingham	0.8978614577%
Blaine	
Everson	
Ferndale	0.0646101891%
Lynden	0.0827115612%
Nooksack	
Sumas	
County Total:	2.3904469386%

Whitman County

Whitman County	0.2626805837%
Albion	
Colfax	
Colton	
Endicott	
Farmington	
Garfield	
LaCrosse	
Lamont	
Malden	
Oakesdale	
Palouse	
Pullman	0.2214837491%
Rosalia	
St. John	
Tekoa	
Uniontown	
County Total:	0.4841643328%

EXHIBIT B

County	Local Government	% Allocation
<u>Yakima County</u>		
	Yakima County	1.9388392959%
	Grandview	0.0530606109%
	Granger	
	Harrah	
	Mabton	
	Moxee	
	Naches	
	Selah	
	Sunnyside	0.1213478384%
	Tieton	
	Toppenish	
	Union Gap	
	Wapato	
	Yakima	0.6060410539%
	Zillah	
	County Total:	2.7192887991%

*** - Local Government appears in multiple counties B-12

Exhibit C

KING COUNTY REGIONAL AGREEMENT

King County intends to explore coordination with its cities and towns to facilitate a Regional Agreement for Opioid Fund allocation. Should some cities and towns choose not to participate in a Regional Agreement, this shall not preclude coordinated allocation for programs and services between the County and those cities and towns who elect to pursue a Regional Agreement. As contemplated in C.5 of the MOU, any Regional Agreement shall comply with the terms of the MOU and any Settlement. If no Regional Agreement is achieved, the default methodology for allocation in C.4 of the MOU shall apply.

EXHIBIT B

GREATER COLUMBIA OPIOID ABATEMENT COUNCIL MEMORANDUM OF UNDERSTANDING

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

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

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

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

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

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

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

A. Definitions

As used in this MOU:

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

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

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

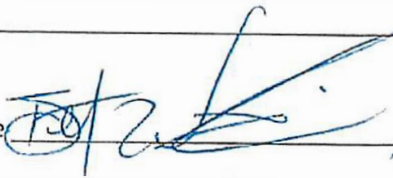
B. Opioid Abatement Council

- a. All Participating Local Governments may have one representative on the OAC subject to the requirements detailed in the One Washington MOU..
- b. The OAC shall meet on a quarterly basis or as needed, as determined by the Administering Agency.
- c. All Participating Local Governments will submit a spending plan to the OAC that complies with the Approved Purposes as outlined in Exhibit A, prior to the Participating Local Governments' expenditure of any Opioid funds.
- d. Responsibilities of the OAC:
 - i. Overseeing distribution of Opioid Funds from Participating Local Governments to programs and services within the Allocation Region for Approved Purposes.
 - ii. Annual review of expenditure reports from Participating Local Jurisdictions within the Allocation Region for compliance with Approved Purposes and the terms of this MOU and any Settlement. To facilitate this process, each Participating Local Government shall submit monthly expenditure reports for each month that funds were distributed.
 - iii. Reporting and making publicly available all decisions on Opioid Fund allocation applications, distributions and expenditures by the OAC or directly by Participating Local Governments.
 - iv. Developing and maintaining a centralized public dashboard or other repository for the publication of expenditure data from any Participating Local Government that receives Opioid Funds, and for expenditures by the OAC in that Allocation Region, which it shall update at least annually.
 - v. Hearing complaints by Participating Local Governments within the Allocation Region regarding alleged failure to:
 1. Use Opioid Funds for Approved Purposes or
 2. Comply with reporting requirements.
 - vi. If necessary, requiring and collecting additional outcome related data from Participating Local Governments to evaluate the use of Opioid Funds, and all Participating Local Governments shall comply with such requirements.
- e. If the OAC concludes that a Participating Local Government's expenditure of its allocation of Opioid Funds did not comply with the Approved Purposes listed in Exhibit A or the terms of this MOU, or that the Participating Local Government otherwise misused its allocation of Opioid Funds, the OAC may take remedial action against the alleged offending Participating Local Government. Such remedial action is left to the discretion of the OAC and may include withholding future Opioid Funds owed to the offending Participating Local Government or requiring the offending Participating Local Government to reimburse improperly

- expended Opioid Funds back to the OAC to be re-allocated to the remaining Participating Local Governments within the Region.
- f. All Participating Local Governments and the OAC shall maintain all records related to the receipt and expenditure of Opioid Funds for no less than five (5) years and shall make such records available for review by any other Participating Local Government or OAC, or the public. Records requested by the public shall be produced in accordance with Washington's Public Records Act RCW 42.56.001 *et seq.* Records requested by another Participating Local Government or an OAC shall be produced within twenty-one (21) days of the date the record request was received. This requirement does not supplant any Participating Local Government or OAC's obligations under Washington's Public Records Act RCW 42.56.001 *et seq.*
 - g. Each Participating Local Government may elect to have its share re-allocated to the OAC. The OAC will then utilize this share for the benefit of Participating Local Governments within the Allocation Region, consistent with the Approved Purposes set forth in Exhibit A. A Participating Local Government's election to forego its allocation of Opioid Funds shall apply to all future allocations unless the Participating Local Government notifies the OAC otherwise. If a Participating Local Government elects to forego its allocation of the Opioid Funds, the Participating Local Government shall be excused from the reporting requirements set forth in this Agreement.
 - i. In the case where Participating Local Governments chose to forego their allocation of Opioid fund, the OAC shall be responsible for:
 - 1. Approving or denying proposals by Participating Local Governments or community groups to the OAC for use of Opioid Funds within the Allocation Region.
 - 2. Directing the Trustee to distribute Opioid Funds for use by Participating Local Governments or community groups whose proposals are approved by the OAC.
 - 3. Adminstrating and maintaining records of all OAC decisions and distributions of Opioid Funds.
 - h. Participating Local Governments will reserve 10% of the Opioid Funds received for administrative costs related to the OAC. The OAC will provide an annual accounting for actual costs, and any remaining funds may then be used for the Participating Local Government's Approved purpose. The Administering Agency will be responsible for providing staffing and administrative support for the OAC.

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

This Memorandum of Understanding between the Greater Columbia Region Municipalities to Establish an Opioid Abatement Council is signed this 16th day of June, 2023 by:

Name & Title  , Commissioner

On Behalf of Kittitas County

Exhibit A

OPIOID ABATEMENT STRATEGIES

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

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

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

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction. Including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse services that include the full American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including but not limited to:
 - a. Medication-Assisted Treatment (MAT);
 - b. Abstinence-based treatment;
 - c. Treatment, recovery, or other services provided by states, subdivisions, community health centers; non-for-profit providers; or for-profit providers;
 - d. Treatment by providers that focus on OUD treatment as well as treatment by providers that offer OUD treatment along with treatment for other SUD/MH condition, co-usage, and/or co-addiction; or

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

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

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

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

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

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

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Support Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Support training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
6. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, or person who have experienced an opioid overdose, into community treatment or recovery services through a bridge clinic or similar approach.
7. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and /or co-addiction or persons that have experienced an opioid overdose.
8. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
9. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or to persons who have experienced an opioid overdose.
10. Provide funding for peer navigators, recovery coaches, care coordinators, or care managers that offer assistance to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or to person who have experienced on opioid overdose.
11. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
12. Develop and support best practices on addressing OUD in the workplace.
13. Support assistance programs for health care providers with OUD.
14. Engage non-profits and the faith community as a system to support outreach for treatment.
15. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
16. Create or support intake and call centers to facilitate education and access to treatment, prevention, and recovery services for persons with OUD and any co-occurring SUD/MH condition, co-usage, and/or co-addiction.

17. Develop or support a National Treatment Availability Clearing house – a multistate/nationally accessible database whereby health care providers can list locations for currently available in-patient and out-patient OUD treatment services that are accessible on a real-time basis by persons who seek treatment.

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

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

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

left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.

6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who have immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, case management, or other services offered in connection with any of the strategies described in this section.

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

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

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

PART TWO: PREVENTION

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

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

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

G. PREVENT MISUSE OF OPIOIDS

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

1. Corrective advertising or affirmative public education campaigns based on evidence.
2. Public education relating to drug disposal.

3. Drug take-back disposal or destruction programs.
4. Fund community anti-drug coalitions that engage in drug prevention efforts.
5. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).
6. Engage non-profits and faith-based communities as systems to support prevention.
7. Support evidence-informed school and community education programs and campaigns for students. Families, school employees, school athletic programs, parent-teacher and student associations, and others.
8. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
9. Support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
10. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
11. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS

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

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

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

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

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

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

J. LEADERSHIP, PLANNING AND COORDINATION

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

1. Community regional planning to identify goals for reducing harms related to the opioid epidemic, to identify areas and populations with the greatest needs for treatment intervention services, or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A government dashboard to track key opioid-related indicators and supports as identified through collaborative community processes.

3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

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

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

L. RESEARCH

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

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

EXHIBIT C

**COMMUNITY HEALTH IMPROVEMENT PLAN AND ONE WASHINGTON MOU OPIOID ABATEMENT
STRATEGIES CROSSWALK ANALYSIS**

Contractually Allowable Activity	Community-Identified Priority	Alignment?	Notes / Gaps / Opportunities
Treat opioid use disorder (OUD)	Goal 1.3	Yes	"Expand availability of treatment" and "support mobile intervention" (mou) aligns with "expand mobile and free clinic presence" (CHIP).
Support people in treatment and recovery	Goal 2.1	Yes	Stigma reduction directly mentioned in both. Peer-support (MOU) could be aligned with Act 2.1.3 (CHIP).
Connect people who need help to the help they need (connections to care)	Goal 2.2	Partial	Kittitas county priority populations (CHIP) may align with the MOU "people who have - or are at risk of developing - OUD and any co-occurring conditions."
Address the needs of criminal-justice-involved persons		No	This is not mentioned in the CHIP.
Address the needs of pregnant or parenting women and their families, including babies with neonatal abstinence syndrome		partial	There could be crossover with both Goal 3.2 and Goal 3.3.
Prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids		No	CHIP does not include changes in prescribing process.
Prevent misuse of opioids	Goal 2.2	Yes	School programming and behavioral health screenings in CHIP if aligned with the goal of OUD prevention would fall within this activity.
Prevent overdose deaths and other harms	Goal 2.1	partial	MOU discusses public education and this could align with resource guide and/or community conversations.
First responders		No	Chip does not mention first responder training.
Leadership, planning and coordination		No	Not addressed in the CHIP.
Training	Goal 2.1	partial	MOU talks about investing in infrastructure for cross-system collaboration and CHIP talks about sustained cross-sector collaboration.
Research		No	Not addressed in the CHIP.

Community Health Improvement Plan Goals

Goal 1.1	Support the efforts around coordinating services for individuals with complex health and social needs
Goal 1.2	Conduct an assessment on healthcare workforce needs and improvement strategies
Goal 1.3	Addressing barriers to accessing healthcare services (language, location, literacy, stigma, insurance, cultural competency, transportation, technology, nontraditional healthcare needs)
Goal 2.1	Sustained cross-sector collaboration for stigma reduction and resource awareness
Goal 2.2	Increase evidence-based prevention strategies to identified priority populations
Goal 3.1	Foster community resilience by increasing the number of protective factors through policymakers and other community groups to improve access to recreation and activities, childcare facilities, mentoring, and other prevention resources
Goal 3.2	Increase communication between all community partners, parents, and families to address adolescent specific needs
Goal 3.3	Increase age-specific mental health and substance use services and providers



Meeting Date: December 15, 2025
City of Ellensburg
City Council Agenda Report

Agenda Subject: Notice of Intent to Commence Annexation Proceedings for Parcel 631033 Located at 1830 Hwy 97 (Public Comment Opportunity)

Submitted by: Mark Rud, Associate Planner

Department: Community Development

Suggested Motion/Action:

1. Consider notice of intent to commence annexation proceedings.
2. Set annexation area as shown on the attached map.
3. Direct simultaneous adoption of zoning as provided for in this agenda report.
4. Determine whether the City shall require the assumption of all or of any portion of existing city or town indebtedness by the area to be annexed.

Background/Summary:

The Notice of Intention to Annex application was submitted for parcel 630133 on November 26, 2025 (Exhibit 1) by Brandon Drexler, member of property owner D&N Development LLC. The parcel is located at 1830 Hwy 97, just south of the BNSF and Old Hwy 10 intersections with Hwy 97, and is approximately 7.86 acres. An area map of the general vicinity (Exhibit 2) and a map outlining the parcel proposed to be annexed (Exhibit 3) are attached to this Report.

Per Chapter 35A.14 RCW, City Council is to determine the following at this initial meeting:

1. Whether the City will accept, reject, or geographically modify the proposed annexation. Acceptance does not constitute approval, but rather affirms the process of consideration will continue. Once a geographic boundary has been set at this meeting, it can still be changed up until the time the Petition for Annexation is sent to the County Auditor for certification.
2. Whether the City shall require the simultaneous adoption of the proposed zoning for the parcel proposed to be annexed.
3. Whether the City shall require the assumption of all, or part of, existing City indebtedness by the area, if annexed.

If Council agrees to move forward with the intent to annex, the requestor then files a petition for annexation with City Council. The petition is reviewed by City staff and must be sent to the County Auditor within three days of receipt of the petition. The Auditor must then certify the petition within a reasonable amount of time. After receipt of the Auditor's certification of the petition to annex, Council may then schedule a public hearing to formally consider and act upon the proposed annexation. A decision to approve the annexation is implemented by ordinance, which may be given first reading at the conclusion of the public hearing. When the annexation ordinance also establishes the zoning for the annexed areas, two public hearings

for the first and second reading of the ordinance must be conducted, and scheduled no sooner than 30 days apart, per RCW 35A.14.330 and .340.

Previous Council Action:

None

Analysis:

The parcel proposed for annexation is near the northwestern edge of the Ellensburg Urban Growth Area (UGA). The County owned transfer station (under development) is located on property just south of the parcel. The property owner also owns the property immediately abutting southeast, which is located in Ellensburg City limits. These nearby parcels are both zoned Light Industrial (I-L). Upon annexation, future development of the parcel will necessitate connections to City utilities.

The Growth Management Act calls for logical growth patterns. Annexation of areas in the City's UGA are a valuable tool that will extend the City's land use regulations, assuring consistent and orderly growth through subdivision regulations, design standards, and other relevant regulations in the City's Land Development Code. The annexation of this parcel would be a logical extension of the city and ensure new development remains consistent with City standards.

Staff recommends Light Industrial (I-L) zoning for the parcel proposed to be annexed. The parcel is designated as Light Industrial in the Comprehensive Plan Future Land Use Map (Exhibit 4). The Plan's Future Land Use-Zoning conversion table prescribes I-L zoning as the only compatible zone (Exhibit 5).

Financial Impact:

Fiscal impact will be determined upon receipt of the petition to annex.

Budget Adjustment: No

Attachments:

1. Exhibit 1 - Notice of Intent to Annex
2. Exhibit 2 - Vicinity Map
3. Exhibit 3 - Property Boundaries
4. Exhibit 4 - Future Land Use Map
5. Exhibit 5 - Future Land Use-Zoning Conversation Table

P25-136

RECEIVED

NOV 26 2025

COMMUNITY DEVELOPMENT



Notice of Intention to Annex

PF-04
FORM

Community Development Department

501 N. Anderson, Ellensburg, WA 98926 (509) 962-7239 (Building) (509) 962-7231 (Planning) permits@ci.ellensburg.wa.us

NOTICE OF INTENTION TO COMMENCE ANNEXATION TO THE CITY OF ELLENSBURG, WASHINGTON

TO: THE CITY COUNCIL OF THE CITY OF ELLENSBURG, WASHINGTON

The undersigned, representing the ownership of more than ten percent of the acreage of the real property for which annexation is sought, as more particularly described below, hereby gives notice to the City Council of the City of Ellensburg, Washington, of their intent to commence annexation proceedings.

The City Council of the City of Ellensburg is hereby requested to set a date not later than 60 days after the date this NOTICE OF INTENTION is filed with the Community Development Department for a meeting with the initiating party to determine whether the city will accept, reject, or geographically modify the proposed annexation, whether it will require the simultaneous adoption of a proposed zoning regulation, and whether it will require the assumption of all or any portion of existing city indebtedness by the area sought to be annexed.

Information regarding real property for which annexation is sought:

1830 HWY 97, Ellensburg, WA 98926

(Street address of property)

(City, State, Zip Code)

631033

7.86 acres

(Parcel Number)

(Acreage)

PTN NW1/4 SE1/4; SEC 28, TWP 18, RGE 18

(Legal)

Respectfully submitted:

A handwritten signature in blue ink, appearing to read "B. Drexler", is written over a horizontal line.

(Signature of Initiator of Annexation)

Brandon Drexler

(Printed Name of Initiator of Annexation)

700 E. Mt. View Ave., Suite 504, Ellensburg, WA 98926

(Petitioner's Address)

(City, State, Zip Code)

509-925-9747

11/26/2025

(Phone number)

(Date Signed)

*** List this same information for all signers representing the ownership of at least 10% of the most recent assessed valuation of the real property for which annexation is sought. Attach additional sheets, as necessary.*

*** Provide a location map identifying the area you are requesting to be annexed.*

y:\community development\2-planning department\forms -updated 2022\planning forms\pf-04 notice-of-intent-to-annex 6.16.22.docx

y:\community development\2-planning department\forms -updated 2022\planning forms\pf-04 notice-of-intent-to-annex 6.16.22.docx

Bob D BRANDON DREXLER
(Signature of Petitioner) (Printed Name of Petitioner)

700 E. MT. VIEW AVE, STE #504, ELLENSBURG, WA 98926
(Petitioner's Address) (City, State, Zip Code)

509-925-9747 11/26/2025
(Phone number) (Date Signed)

(Signature of Petitioner) (Printed Name of Petitioner)

(Petitioner's Address) (City, State, Zip Code)

(Phone number) (Date Signed)

(Signature of Petitioner) (Printed Name of Petitioner)

(Petitioner's Address) (City, State, Zip Code)

(Phone number) (Date Signed)

(Signature of Petitioner) (Printed Name of Petitioner)

(Petitioner's Address) (City, State, Zip Code)

(Phone number) (Date Signed)

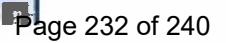
(Signature of Petitioner) (Printed Name of Petitioner)

(Petitioner's Address) (City, State, Zip Code)

(Phone number) (Date Signed)

COMMUNITY DEVELOPMENT

Section 28



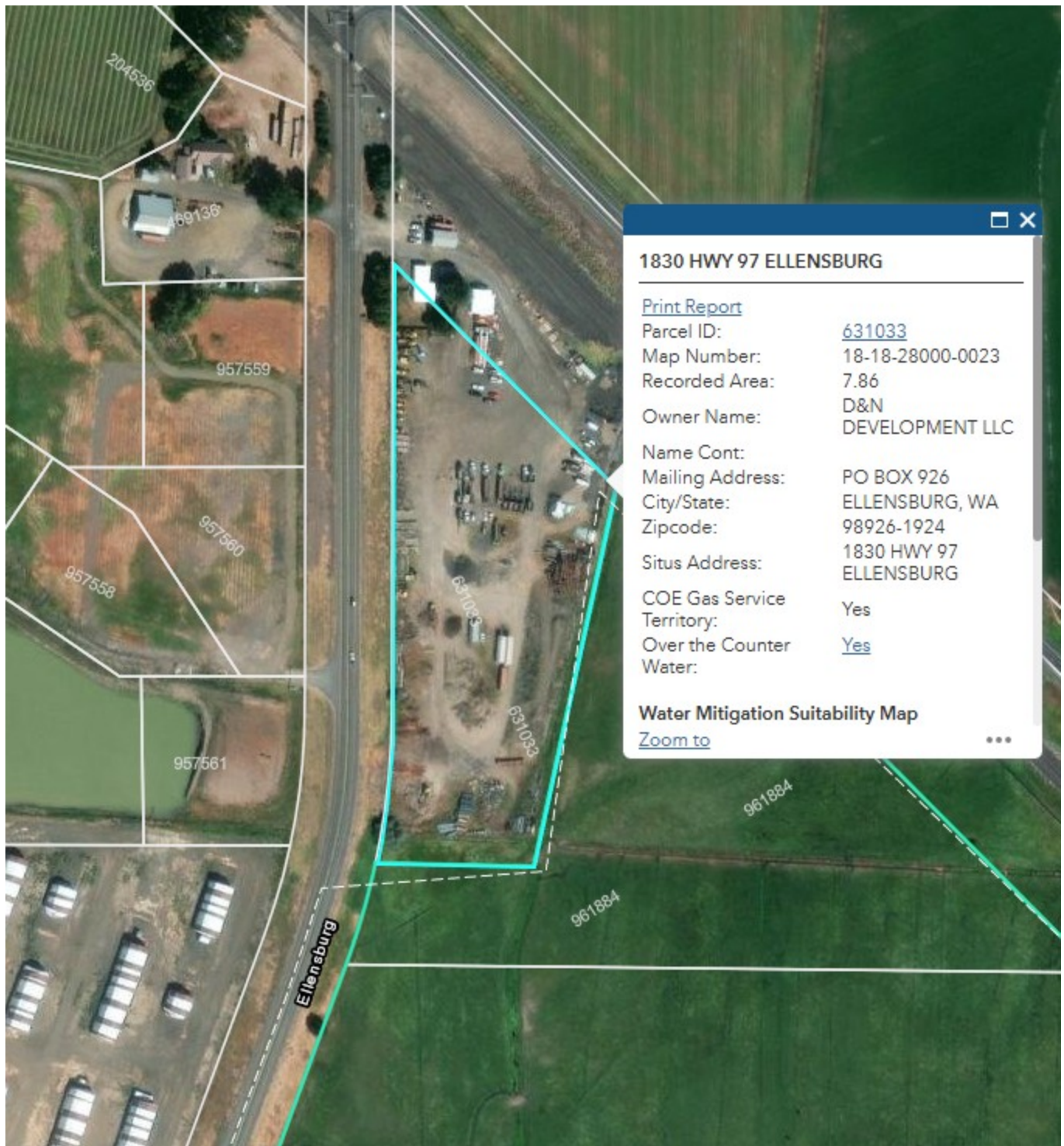


Figure 2. Future Land Use Map

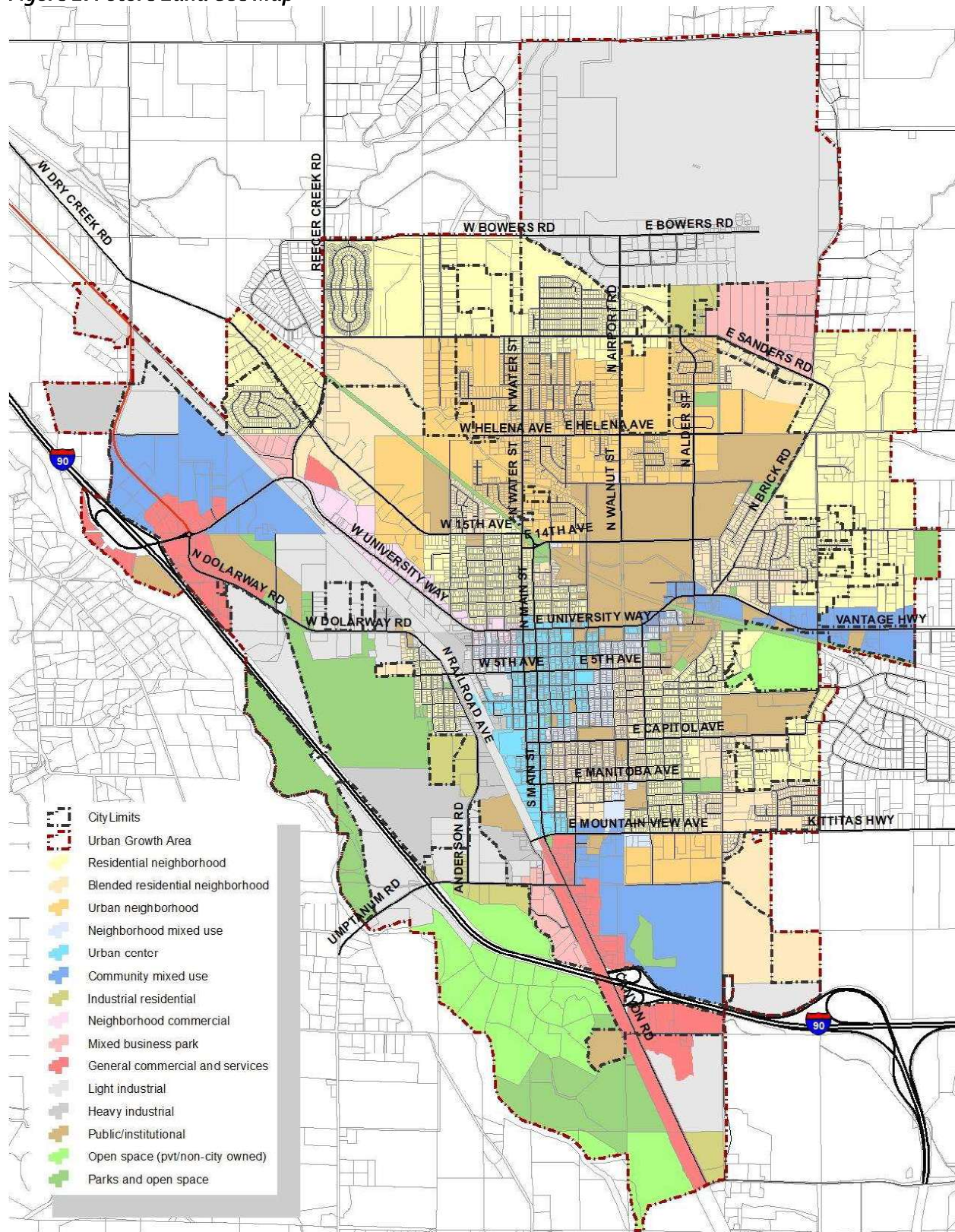


Table 7. Future Land Use- Zoning Conversion Table

Future Land Use	Zoning Options
Residential Neighborhood	Residential Suburban (R-S)
	Residential Low (R-L)
	Residential Medium (R-M)
	Residential High (R-H)
	Residential Office (R-O)
	Commercial Neighborhood (C-N)
Blended Residential Neighborhood	Residential Low (R-L)
	Residential Medium (R-M)
	Residential High (R-H)
	Commercial Neighborhood (C-N)
Urban Neighborhood	Residential High (R-H)
	Residential Office (R-O)
	Commercial Neighborhood (C-N)
Neighborhood Mixed Use	Residential Medium (R-M)
	Residential High (R-H)
	Residential Office (R-O)
	Commercial Neighborhood (C-N)
Community Mixed Use	Residential Medium (R-M)
	Residential High (R-H)
	Residential Office (R-O)
	Neighborhood Center (NCMU)
	Regional Center Mixed Use (RCMU)
	Commercial Highway (C-H)
Neighborhood Commercial	Commercial Neighborhood (C-N)
	Residential Office (R-O)
Mixed Business Park	Industrial Light (I-L)
	Commercial Highway (C-H)
	Regional Center Mixed Use (RCMU)
Urban Center	Central Commercial (C-C)
	Central Commercial II (C-CII)
General Commercial and Services	Commercial Highway (C-H)
Light Industrial	Industrial Light (I-L)
Heavy Industrial	Industrial Heavy (I-H)
Industrial Residential	Industrial Light (I-L)
Public Institutional	Public Reserve (P-R)
Open Space (Private)	Public Reserve (P-R)
Parks and Open Space (Public)	Public Reserve (P-R)



Meeting Date: December 15, 2025
City of Ellensburg
City Council Agenda Report

Agenda Subject: Manager's Report (No Public Comment)
Submitted by:
Department: City Manager

Suggested Motion/Action:

Background/Summary:

Previous Council Action:

Analysis:

Financial Impact:

Budget Adjustment: No

Attachments:

1. Manager's Report 12-15-25



MANAGER'S REPORT

DATE: December 15, 2025

To: Ellensburg City Council

FROM: Heidi Behrends Cerniwey, City Manager

1. Public Hearing Scheduled to Update 2026-2031 Six-Year Transportation Improvement Plan on January 5

The 2026-2031 Six-Year Transportation Improvement Plan (STIP) previously adopted by Council needs to be updated to reflect two recent Transportation Improvement Board (TIB) grant awards and show the projects now having secured funding. Supplemental budget adjustments will also be needed for both projects. A public hearing has been set for January 5, 2026, to consider amending the plan accordingly.

The first awarded grant is for the design and construction of intersection improvements with a roundabout and sidewalks at Umptanum Rd and Anderson Rd to improve vehicle turning movements at that location. The TIB Urban Arterial Program grant will fund nearly \$1.1M of the project, with the remaining \$600K financed with local funds.

The second awarded grant will fund a project to grind and place a 0.2-foot-thick asphalt overlay on Canyon Rd from Umptanum Rd to Mountain View Ave to repair surface degradation, cracks, and patches. The project will also replace and update the channelization and any non-compliant ADA sidewalk curb ramps. About \$422K in Arterial Preservation Program funds administered through TIB were secured for the project. A local match of \$158K will be required for 2026 construction.

2. Cold Weather Shelter is Seeking Volunteers

The Cold Weather Shelter opened 11/24/25 and is seeking volunteers. The operational model depends on volunteers to support nightly check-in and a host of other activities. Funding is provided jointly by the City and County, and HopeSource is the contracted operator. A link to HopeSource's volunteer sign up and donation opportunities page is available on the City's [Cold Weather Shelter page](#).

3. Cap-and-Trade Allowance Notice

Staff participated in the recent Climate Commitment Act (CCA) Auction #12 on December 3rd, 2025, and successfully obtained allowances at the settlement price of \$70.86/allowance.

4. Ellensburg Fiber Extension and Fixed Wireless Broadband Project Brings High Speed Service to Rural Residents and Connects City Water Infrastructure

A five-mile stretch of fiber was constructed from the City's network to a wireless broadband radio site at the City's Hayward water well location which is located a few miles northwest of Ellensburg. The fiber project was funded by a grant from the National Telecommunications and Information Administration (NTIA) via USDA (\$437,573) with a local match through the Washington State Department of Commerce Broadband Office (\$145,393). This project also provides fiber service to the three well sites outside the City to improve communications and monitoring. A State Department of Commerce Team toured the site and published more information about the project: [State Broadband Office tours new fiber projects across Washington – Washington State Department of Commerce](#)

5. Council Schedule Changes for January 5 and 20, 2026

Staff request cancellation of the regular January 5, 2025, Study Session. In its place, a reception honoring newly elected officials is scheduled to begin at 6:00 p.m. in the Council Chambers on January 5. Per Council discussion at the December 1, 2025 meeting, a Joint City Council and Diversity, Equity, & Inclusion (DEI) Commission Study Session will be scheduled for January 20, 2026, beginning at 6:00 p.m. to discuss Council direction on work plan for the Commission and future changes to Ellensburg City Code (ECC) Chapter 1.88.

6. Discussion Continues for Feasibility of Public Facilities District with County

At the December 8, 2025, Kittitas County Public Works Study Session, representatives from the City and Upper Kittitas County Community Recreation Center (UKCCRC) presented an overview of the Public Facilities District (PFD) structure and the potential for funding O&M and capital costs for three large projects: UKCCRC facility operations, Ellensburg Fieldhouse and Kittitas Valley Memorial Pool replacement (portions of operations and debt service). At the meeting, Commissioners requested that County staff bring a proposal for funding the required feasibility study through the Department of Commerce to a future meeting.

7. Preview of January 5 Council Agenda

The next meeting, newly elected officials will be sworn in for their full terms and a Mayor will be elected by Council. Board and committee assignments will be confirmed as well. Business will include the Six-Year Transportation Improvement Plan public hearing and introduction of an ordinance outlining the proposed amendments to the surplus property regulations. The property exchange agreement with CWU and Kittitas County will be postponed until 2026.



Meeting Date: December 15, 2025
City of Ellensburg
City Council Agenda Report

Agenda Subject: Councilmembers' Reports (No Public Comment)
Submitted by:
Department: City Clerk

Suggested Motion/Action:

Background/Summary:

Previous Council Action:

Analysis:

Financial Impact:

Budget Adjustment: No

Attachments:
None



Meeting Date: December 15, 2025
City of Ellensburg
City Council Agenda Report

Agenda Subject:

CLOSED SESSION - RCW 42.30.140(4)(B) The OPMA does not apply to that portion of a meeting during which the governing body is planning or adopting the strategy or position to be taken by the governing body during the course of any collective bargaining negotiations, or grievance or mediation proceedings, or reviewing the proposals made in the negotiations or proceedings while in progress.

Submitted by:

Department:

City Attorney

Suggested Motion/Action:

Background/Summary:

Previous Council Action:

Analysis:

Financial Impact:

Budget Adjustment: No

Attachments:

None