

COUNCIL AGENDA

Monday, June 15, 2020



In-person attendance at public meetings is currently prohibited per the Washington Governor's Proclamation No. 20-28.4 through June 17, 2020. Ellensburg City Council meetings are broadcast on Charter/Spectrum Channel 191 and available to livestream on Ellensburg Community Television at ectv2.com.

In addition, members of the public who wish to listen to the meeting over conference call may do so by calling: 1-253-215-8782 and entering Webinar ID: 818 6414 7083 and the "#" sign when prompted. When prompted for the Participant ID, enter the "#" sign again (there is no Participant ID for this meeting).

Please Note: Public comment is not accepted during this meeting.

GUIDELINES FOR PUBLIC PARTICIPATION – REMOTELY HELD CITY COUNCIL MEETING

AUDIENCE COMMENTS:

PURPOSE

Allow the public to address the City Council on subjects that are not scheduled for Public Hearing at this particular meeting. Comments must concern the City's business or a matter over which Council has control.

ZOOM Meeting Participation:

- **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
- As a member of the public, it's requested you register for the City Council meeting at this link: https://us02web.zoom.us/webinar/register/WN_Fw4o7nMmROSISk-LkfKv9A
- To and/or provide comments on non-agenda items, Item 7, please click on this link: <https://us02web.zoom.us/j/81864147083?pwd=dVVJejJqV3JuVnQ4c1dHWUwxOXhGZz09>

Or join by phone (for higher quality, dial a number based on your current location):

+1 253 215 8782; or +1 346 248 7799 or +1 669 900 9128 or +1 312 626 6799 or +1 646 558 8656 or +1 301 715 8592

Webinar ID: 818 6414 7083 (only needed for phone participation)

PROCEDURE FOR PARTICIPATION

1. Please note that there are several items on the City Council Agenda that will precede public comment on non-agenda items.
2. The Mayor will identify the agenda item and ask if anyone wishes to speak on non-agenda items.
3. Any interested person may provide comments on non-agenda items. If you wish to speak, you must:
 - a) Raise your "virtual hand" in the corner of the computer screen or press *9 on your phone
 - b) Wait to be called upon by the Mayor using your name, e-mail, or phone number used to log in to the teleconference.
 - c) Please state your name, address, and whether you are representing only yourself or others.
 - d) Each speaker's comments are to be limited to 3 MINUTES.
 - e) Submit written comments to the City Clerk via email to: leaderb@ci.ellensburg.wa.us.
4. Speakers are cautioned not to make comments of a personal, impertinent or derogatory nature.
5. Speakers may not identify themselves as candidates for elective public office or make any statements which assist or discuss the campaign of a candidate for elective office, or discuss or campaign for or against a ballot proposition (unless the ballot proposition is being considered as part of the City Council agenda item).

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

CONSENT AGENDA

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

AGENDA ITEMS

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

AMERICANS WITH DISABILITIES ACT

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

City of Ellensburg – City Council Meeting Instructions for Public Participation for Item 8A – Public Hearing

ZOOM Meeting Participation:

- **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
- As a member of the public, it's requested you register for the City Council meeting at this link:
https://us02web.zoom.us/webinar/register/WN_Fw4o7nMmROSISk-LkfKv9A
- To and/or provide comments for Item 8A, the Public Hearing on the City's Six-Year Transportation Improvement Plan, please click on this link:
<https://us02web.zoom.us/j/81864147083?pwd=dVVJejJqV3JuVnQ4c1dHWUwxOXhGZz09>

Or join by phone (for higher quality, dial a number based on your current location):

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+1 646 558 8656 or +1 301 715 8592

Webinar ID: 818 6414 7083 (only needed for phone participation)

Hearing Procedure:

1. Please note that there are several items on the City Council Agenda that will precede the public hearing. Please be patient waiting for the public hearing to commence.
2. The Mayor will identify the agenda item and open public hearing.
3. The City staff will give a staff report on the matter.
4. The Mayor will call for public testimony.
5. Any interested person may testify or comment on the matter. **If you wish to speak, you must:**
 - a) Raise your "virtual hand" in the corner of the computer screen or press *9 on your phone
 - b) Wait to be called upon by the Mayor using your name, e-mail, or phone number used to log in to the teleconference.
 - c) When requested, speak your name and address clearly.
 - d) Share your testimony, speak slowly, and clearly so that it can be recorded.
 - e) Ensure testimony is short (*generally 5 minutes*), to the point and does not repeat previous speakers. You can say that you agree with a previous speaker.
6. Written comments may be submitted to the City Clerk via email:
leaderb@ci.ellensburg.wa.us.
7. Technical questions about connecting? Email Ben Faubion at:
faubionb@ci.ellensburg.wa.us

**CITY OF ELLENSBURG
COUNCIL AGENDA
Monday, June 15, 2020
7:00 PM - Regular Meeting**

- 1. Call to Order and Roll Call**
- 2. Proclamations**
- 3. Awards and Recognitions**
- 4. Approval of Agenda**
- 5. Consent Agenda**

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

- 5.A Approve Minutes of Regular Meetings for March 16, April 6, April 20, May 4, May 18 and June 1, 2020 8
[3-16-20 Minutes](#)
[4-6-20 Minutes](#)
[4-20-20 minutes](#)
[5-4-20 Minutes](#)
[5-18-20 Minutes](#)
[6-1-20 Minutes](#)
- 5.B Approve Minutes for Special Meeting on March 9, 2020 29
[03-09-20 Special Session Minutes](#)
- 5.C Approval of Ellensburg Business Development Authority Minutes - January 8, January 24 and April 15, 2020 30
[1-8-20 EBDA Minutes](#)
[1-24-20 EBDA Minutes](#)
[4-15-20 EBDA Minutes](#)
- 5.D Approval of Landmarks & Design Commission Minutes - November 19, 2019 36
[Landmarks & Design minutes 11-19-19](#)
- 5.E Approval of Lodging Tax Advisory Committee Minutes - March 11, 2020 39
[Lodging Tax Committee Minutes 3-11-20](#)

5.F	Approval of Parks & Recreation Advisory Commission Minutes - January 8 & February 12, 2020 1-8-2020 2-12-2020	40
5.G	Cora St. Electrical Feeder Infrastructure Installation	44
5.H	Interlocal Cooperation Agreement for the CARES Distribution for COVID-19 related Public Health Expenses. Interlocal - Covid 19 Funding for Public Health (06-15-2020)	46
5.I	Memorandum of Understanding between Prestige Post-Acute and Rehab Center and the City of Ellensburg for Cabulance Service Cabulance Health Care Facility MOU - CARE CENTER ELLENSBURG.pdf	54
5.J	Professional Services Consultant Agreement for the Engineering and Design of the Main Street Corridor Intersection Enhancements 20190236_Main St Corridor LAG Agmt_5-15-2020	65
5.K	Amendment to the Consolidated Operating Agreement for Central Transit between the City of Ellensburg and the Washington State Department of Transportation (WSDOT). Amendment to Grant Contract PTD0018 - WSDOT and City of Ellensburg	132
5.L	Approve June 15, 2020 Voucher Listing 6-15-20 Voucher Listing	136
6.	Petitions, Protests, and Communications	
6.A	Board and Commission Applications Miller B and C App B and C Agenda Report Chart 6-15-20	137
6.B	Increasing Lodging Tax Advisory Committee Membership	140
6.C	COVID-19 Update	
6.D	Resident Letter Requesting Sewer Main Extension for Entirety of West Ridgeview Lane Ridgeview Lane Sewer Main Extension Request Letter Ridgeview Lane Sewer Main - staff comment	141
7.	Citizen Comment on Non-agenda Issues	
8.	Business Requiring Public Hearings	

- 8.A Public Hearing (Legislative) to consider resolution adopting Six Year Transportation Improvement Plan (STIP) 2021-2026 and provide an annual Complete Streets Update. 143
2021-2026 STIP
Resolution STIP 2021-2026
City of Ellensburg STIP

9. Introduction and Adoption of Ordinances and Resolutions

- 9.A Proposed Ordinance Traffic Code Revisions 168
ESD TIA Supplemental Memo.pdf
Proposed Ordinance - Traffic Code Amendments
- 9.B Resolution Authorizing submission of grant application to the Recreation and Conservation Office for Downtown Park Development 198
Resolution - 2020 RCO Grant Application Authorization

10. Unfinished Business

11. New Business

- 11.A Consideration of creating an ad hoc committee to address diversity, equity and inclusion in Ellensburg.

12. Miscellaneous

- 12.A Manager's Report 201
MANAGERS REPORT
Waste Management Letter
- 12.B Councilmember Reports

13. Executive Session

14. Adjournment



CITY OF ELLENSBURG

Date of Meeting

Time of Meeting

Place of Meeting

Minutes of City Council, Regular Meeting

March 16, 2020

7:00 PM

Council Chambers 501 North Anderson St

Ellensburg, WA 98926

Pledge of Allegiance

1. Call to Order and Roll Call

Roll Call Present: Stacey Engel, Nancy Goodloe, Tristen Lamb, Nancy Lillquist, David Miller, Bruce Tabb

Absent: Mary Morgan

Others Present: City Manager Akers; City Attorney/Assistant City Manager Weiner; City Clerk Leader; Executive Assistant Gigstead, Public Works & Utilities Director Lyyski; Public Health Officer, Dr. Mark Larson and two members of the audience.

Councilmember Nancy Goodloe moved to Approve an excused absence for Councilmember Morgan. **Motion Approved 6-0.**

2. Proclamations

3. Awards and Recognitions

4. Approval of Agenda

Councilmember Nancy Lillquist moved to Approve the Agenda.

Councilmember David Miller moved to Amend the Agenda by removing items 6A, 6B and 6C and adding new item 6A - COVID-19 Update. **Motion Approved 6-0.**

Approve the Agenda as Amended. **Motion Approved 6-0.**

5. Consent Agenda

5.A. Approve Minutes - March 2, 2020 Regular Meeting

5.B. Award Bid Call 2020-01 - Manufacture, Supply and Delivery of Aggregate for Bituminous Surface Treatment (BST)

5.C. Approve University Way Banner Request for Washington State Search and Rescue Conference from June 15-21, 2020

5.D. City Property Groundskeeping Contract - First Amendment

5.E. Resolution to Approve Street Tree Removal Request from CWU for 7 trees at 3 locations.

5.F. Resolution to Approve Street Tree Removal Request from City of Ellensburg Public Works Department for bus pull outs on Mountain View Ave.

5.G. Stormwater Management Plan Update 2019-2020

5.H. Project Acceptance - Bid Call No. 2019-17 - 2019 Residential Sidewalk Repair Program

5.I. Bid Award - Bid Call No. 2020-02

2020 Residential Sidewalk Repair Program

5.J. Bid Call 2020-12 - Award Bid - Vactor Truck Rental

5.K. Approve University Way Banner Request for Ellensburg Rodeo from August 31 - September 8, 2020

5.L. Approve March 16, 2020 Voucher Listing

Councilmember Nancy Lillquist moved to Approve the Consent Agenda. **Motion Approved 6-0.**

6. Petitions, Protests, and Communications

6.A. COVID-19 Update

Public Health Officer, Dr. Mark Larson, presented an update concerning the Coronavirus outbreak, including local and worldwide statistics. He reviewed numbers of confirmed positive tests for Kittitas County residents, and answered questions from Council. Council discussed the information distributed concerning City Coronavirus options. City Manager Akers explained there were items, by passage of the Emergency Resolution, the City has done to help customers, and can include additional information on the City's website to inform citizens of entities providing assistance to citizens and businesses. There was discussion regarding assistance options for small businesses as well as social support for the community and customers, as well as opportunities for people wanting to volunteer.

City board and commission meetings have been canceled and it was explained if there is a vital need to meet, that remote meetings be held.

7. Citizen Comment on Non-agenda Issues

Howard Jones - 704 Kittitas Street - commented on scholarship appointment and speaker evaluation forms for grant applications for small and large scale projects.

8. Business Requiring Public Hearings

9. Introduction and Adoption of Ordinances and Resolutions

9.A. Ordinance 4850 Second Reading for Title 4 Public Works Revisions - Insurance and Bonding
Public Works and Utilities Director, Ryan Lyyski, reviewed information concerning second reading of Ordinance 4850.

Councilmember Nancy Lillquist moved to Approve second reading and adoption of Ordinance 4850 relating to Title 4 Public Works Revisions. **Motion Approved 6-0.**

9.B. Proposed Ordinance - First Reading for Title 4 Public Works Revisions (Section 4.14.020 and 4.14.120)

Public Works and Utilities Director, Ryan Lyyski, reviewed information and recommended revisions to Section 4, concerning sidewalk repairs and the ADA Transition Plan.

Councilmember Nancy Lillquist moved to Approve first reading of Ordinance 4851 revising Title 4 - Public Works Revisions. **Motion Approved 6-0.**

10. Unfinished Business

11. New Business

12. Miscellaneous

12.A. Manager's Report

The City Manager reviewed the Manager's Report.

12.B. Councilmembers' Reports

- Councilmember Lamb attended the Senior Citizen Advisory Committee and Library Board meetings;
- Councilmember Lillquist attended the Airport Advisory Committee meeting;
- Mayor Tabb participated in a Mayor's call with Representative Schrier and discussed supplies the City will need to keep people safe

13. Executive Session - RCW 42.30.110(1)(c) To consider the minimum price at which real estate will be offered for sale or lease when public knowledge regarding such consideration would cause a likelihood of decreased price. However, final action selling or leasing public property shall be taken in a meeting open to the public.

Council recessed into executive session at 8:37 pm which would take five minutes and no action was anticipated.

14. Adjournment

Motion to adjourn at 8:44 pm.

Mayor

ATTEST: _____
City Clerk



CITY OF ELLENSBURG

Date of Meeting

Time of Meeting

Place of Meeting

Minutes of City Council, Regular Meeting

April 6, 2020

7:00 PM

Held remotely per Governor Inslee's

Proclamation 20-28

Ellensburg, WA 98926

1. Call to Order and Roll Call

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

Others Present: City Manager Akers; City Attorney/Assistant City Manager Weiner; City Clerk Leader; Executive Assistant Gigstead; IT/Telecomm Manager Faubion and Senior Financial Analyst/Budget Officer Bassett

2. Proclamations

2.A. Proclamation Declaring Month of April as Child Abuse Prevention Month

The Proclamation for Child Abuse Prevention Month was read by Mayor Tabb.

Councilmember Mary Morgan moved to Approve the Mayor's signature on the Proclamation. **Motion Approved 7-0.**

3. Awards and Recognitions

4. Approval of Agenda

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

5. Consent Agenda

5.A. Approve University Way Banner Request for Court Appointed Special Advocates from April 6 - 12, 2020

5.B. Approve University Way Banner Request for National Day of Prayer - Local Observance from April 27 - May 10, 2020

5.C. Accept Resignation from Bill Provaznik, Ellensburg Business Development Authority and Authorize the Mayor to Sign a Letter of Appreciation

5.D. Approve April 6, 2020 Voucher Listing

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

6. Petitions, Protests, and Communications

6.A. Coronavirus/COVID-19 Update

Councilmember Lamb updated Council on the status of the coronavirus in Kittitas County. She provided information concerning testing of citizens, and information being provided to the public.

Mayor Tabb gave an update concerning social support services and citizen support being provided by HopeSource. The Economic Recovery Group has met to determine impacts to the community and small businesses. There has been discussion about the use of Affordable Housing funds for rental assistance through HopeSource.

7. Citizen Comment on Non-Agenda Issues

Due to the current State of Emergency and Proclamation 20-28 issued by Governor Inslee, no public comment was allowed at this meeting.

8. Business Requiring Public Hearings

9. Introduction and Adoption of Ordinances and Resolutions

9.A. Consideration of First Reading, Second Reading and adoption of an Ordinance Amending the 2019-2020 Biennial Budget.

Senior Financial Analyst/Budget Officer, Keith Bassett, presented the staff report including information concerning budget expenditures, which are mostly considered “carry forwards” from the 2019 budget. Staff was recommending first and second reading of proposed Ordinance 4852.

Councilmember Mary Morgan moved to Approve first reading of Ordinance 4852 amending the 2019/2020 budget. **Motion Approved 7-0.**

Councilmember David Miller moved to Approve, pursuant to Council Rules of Procedure 9.7, Council waive rule 9.3(b), which would otherwise prohibit passage of an ordinance on the same day on which it is introduced. **Motion Approved 7-0.**

Councilmember Mary Morgan moved to Approve second reading and adoption of Ordinance 4852 amending the 2019/2020 budget. **Motion Approved 7-0.**

9.B. Resolution Authorizing Dolarway property sale with attached Purchase and Sale Agreement

City Manager Akers explained the offer from Jeff Greear (Solar Dolar LLC) to purchase 3.4 acres of property along Dolarway Road, adjacent to the property previously purchased by Mr. Greear. A purchase & sale agreement has been prepared, as well as a Resolution giving the City Manager signing authority for the purchase.

Councilmember Mary Morgan moved to Approve adoption of Resolution 2020-08 authorizing sale of property on Dolarway Road to Solar Dolar LLC and authorizing the City Manager's signature. **Motion Approved 7-0.**

9.C. Resolution regarding compensation for City employees during the current term of the Stay Home - Stay Healthy proclamation

City Manager Akers reviewed information in the staff report regarding extension of the "Stay Home – Stay Healthy" order by the Governor's office and information concerning employees currently not working.

Councilmember Nancy Goodloe moved to Approve adoption of Resolution 2020-09.

Motion Approved 7-0.

10. Unfinished Business

11. New Business

12. Miscellaneous

12.A. Manager's Report

City Manager Akers reviewed the Manager's Report.

12.B. Councilmember Reports

- Councilmember Lillquist attended Yakima Basin Recovery meeting and checkerboard partnership meeting.
- Councilmember Lamb explained the Kittitas County Emergency Operations Center phone numbers are 509-933-8315 and 509-933-8305.
- Councilmember Engel expressed her appreciation to the community for following the "stay at home" recommendations and to the healthcare workers.
- Mayor Tabb expressed appreciation for City staff time and work.

13. Executive Session

14. Adjournment

Motion to adjourn at 8:13 pm.

Mayor

ATTEST: _____

City Clerk



CITY OF ELLENSBURG

Date of Meeting

Time of Meeting

Place of Meeting

Minutes of City Council, Regular Meeting

April 20, 2020

7:00 PM

Held remotely per Governor Inslee's

Proclamation 20-28

Ellensburg, WA 98926

1. Call to Order and Roll Call

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

Others Present: City Manager Akers; City Attorney/Assistant City Manager Weiner; City Clerk Leader; Executive Assistant Gigstead; Community Development Director Sackett; IT/Telecomm Manager Faubion and HopeSource Director, Susan Grindle

2. Proclamations

3. Awards and Recognitions

4. Approval of Agenda

Councilmember Stacey Engel moved to Approve of Agenda as presented. **Motion Approved 7-0.**

5. Consent Agenda

5.A. Ellensburg Farmers Market request for street closure for the 2020 season

5.B. Bid Award - Cured-In-Place Sewer Line Rehabilitation - Bid Call #2020-04

5.C. Approve April 20, 2020 Voucher Listing

Councilmember Mary Morgan moved to Approve of Consent Agenda as presented. Councilmember Lamb abstained. **Motion Approved 6-0.**

6. Petitions, Protests, and Communications

6.A. COVID-19 Update

City Manager Akers gave an overview of decisions made as a result of the COVID-19 pandemic. He briefly reviewed impacts to the general fund budget and other impacts to the City. He was requesting Council approval of Emergency Order 2020-01.

Councilmember Lamb reported there were 12,085 confirmed cases in Washington State as of April 19th. Ellensburg only has 14 cases and she explained ways the public health system is preparing for a potential surge in cases once places begin reopening to the public.

Councilmember Mary Morgan moved to Approve Emergency Order 2020-01 to rescind enforcement of the plastic bag ordinance. **Motion Approved 7-0.**

7. Citizen Comment on Non-agenda Issues

Due to the current State of Emergency and Proclamation 20-28 issued by Governor Inslee, no public comment was allowed at this meeting.

8. Business Requiring Public Hearings

8.A. Resolution to Approve Preliminary Plat Application (P19-138) for French Plat

Subdivision Quasi-Judicial Closed Record Hearing

The Mayor opened the public hearing. Community Development Director, Kirsten Sackett, presented information in the staff report, and the details of the Hearing Examiner's Findings of Fact, Conclusions of Law, and Decisions and Conditions of Approval on March 13, 2020.

Councilmember Nancy Lillquist moved to Approve Adoption of Resolution 2020-10 approving preliminary plat application of the French Plat Subdivision #P19-138.

Motion Approved 7-0.

9. Introduction and Adoption of Ordinances and Resolutions

9.A. Resolution to authorize a Professional Services Agreement For Emergency Rental Assistance Between the City of Ellensburg and HopeSource and also authorize an interfund to support the rental assistance program

City Manager Akers provided background on HB1406 and the potential use of the proceeds received for rental assistance. The Agreement with HopeSource would allow them to disburse funding up to \$50,000. The Resolution also includes an interfund loan from the shop for funding.

Councilmember Nancy Lillquist moved to Approve adoption of Resolution 2020-11, for authorization of interfund loan to the affordable housing fund for rental assistance consistent with Exhibit A of the Professional Services Agreement with HopeSource.

Councilmember Nancy Goodloe moved to Amend the motion to include language in the professional services agreement that none of the applicants for city funds would be current recipients of any of the HopeSource funding currently receiving rental assistance.

Motion Approved 7-0.

Approve main motion as Amended. **Motion Approved 7-0.**

10. Unfinished Business

11. New Business

12. Miscellaneous

12.A. Manager's Report

City Manager Akers reviewed the Manager's Report.

12.B. Councilmember Reports

Mayor Tabb reviewed topics discussed at the Economic Recovery Group meetings and current grants received by different entities; expanded services by FISH Foodbank; and local business applications submitted to the Department of Commerce on April 17th.

13. Executive Session

14. Adjournment

Motion to adjourn at 8:31 pm.

Mayor

ATTEST: _____

City Clerk



CITY OF ELLENSBURG

Date of Meeting

Time of Meeting

Place of Meeting

Minutes of City Council, Regular Meeting

May 4, 2020

7:00 PM

Held remotely per Governor Inslee's

Proclamation 20-28.1

Ellensburg, WA 98926

1. Call to Order and Roll Call

Roll Call Present: Stacey Engel, Nancy Goodloe, Nancy Lillquist, David Miller, Mary Morgan, Bruce Tabb

Absent: Tristen Lamb

Also Present: City Manager Akers, City Attorney/Assistant City Manager Weiner; City Clerk Leader; Executive Assistant Gigstead; IT/Telecomm Manager Faubion; and Public Health Officer, Dr. Mark Larson

Councilmember Mary Morgan moved to Approve an excused absence for Councilmember Lamb. **Motion Approved 6-0.**

2. Proclamations

2.A. National Public Works Week - May 17-23, 2020

Councilmember Lillquist read the National Public Works Week Proclamation.

Councilmember Mary Morgan moved to Approve the Mayor's signature on the Proclamation. **Motion Approved 6-0.**

2.B. Arbor Day Proclamation

Councilmember Goodloe read the Arbor Day Proclamation.

Councilmember Nancy Lillquist moved to Approve the Mayor's signature on the Proclamation. **Motion Approved 6-0.**

3. Awards and Recognitions

4. Approval of Agenda

Councilmember Nancy Goodloe moved to Amend the Agenda by moving item 6A. COVID-19 update to item 9A COVID-19 Update and consideration and adoption of Resolution 2020-12.
Motion Approved 6-0.

5. Consent Agenda

5.A. Approval of Lease Agreement with FISH Community Food Bank for the Community Garden

5.B. Authorize staff to execute an Interlocal Agreement with Ellensburg School District and Authorize a Supplemental Budget Adjustment for the Cora St. Sewer Replacement

5.C. Approve May 4, 2020 Voucher Listing

Councilmember Nancy Lillquist moved to Approve the Consent Agenda as presented.

Motion Approved 6-0.

6. Petitions, Protests, and Communications

7. Citizen Comment on Non-agenda Issues

Due to the current State of Emergency and Proclamation 20-28.1 issued by Governor Inslee, no public comment was allowed at this meeting.

8. Business Requiring Public Hearings

9. Introduction and Adoption of Ordinances and Resolutions

9A. COVID-19 Update and consideration of adoption of Resolution 2020-12

Dr. Mark Larson was present to give an update regarding the status of Kittitas County and the phased approach to take effect as of May 5th. He explained the variance to be requested for Kittitas County to move forward to phase two and the process for obtaining the variance and the steps taken to approve. He explained the detriment of the reduction of Public Health staff and the request of 25 percent of the CARES Act funding by the County, and cities within the County, to assist the Public Health Department. He discussed options for quarantine and isolation measures.

City Manager Akers explained the request to approve Resolution 2020-12 and receipt of the CARES Act funding.

Dr. Larson answered questions regarding testing, available tests and inclusion of camping in phase two.

Councilmember Mary Morgan moved to Approve adoption of Resolution 2020-12, relating to a letter of intent declaring commitment of 25% of CARES Allocation. **Motion Approved 6-0.**

10. Unfinished Business

11. New Business

12. Miscellaneous

12.A. Manager's Report

City Manager Akers reviewed the Manager's Report.

12.B. Councilmember Reports

- Councilmember Goodloe explained the Community Funding Disbursement Committee meeting each week, which will begin disbursing funds in a couple weeks;
- Councilmember Morgan attended the Checkerboard Partnership meeting;
- Councilmember Engel spoke in regards to Council's past requests for updates from Community Development and whether it should be made a priority.
- Councilmember Lillquist attended the County Commissioner Board meeting concerning the mental health tax; Checkerboard Partnership meeting and East Cascades Recreation meeting;
- Mayor Tabb explained the Social Support Group continues meeting and providing information; Economic Recovery Group continues to meet and the Arts Commission will consider using funds from their budget to assist art related businesses

13. Executive Session

14. Adjournment

Motion to adjourn at 8:10 pm.

Mayor

ATTEST: _____
City Clerk



CITY OF ELLENSBURG

Date of Meeting

Time of Meeting

Place of Meeting

Minutes of City Council, Regular Meeting

May 18, 2020

7:00 PM

Held remotely per Governor Inslee's

Proclamation 20-28.3

Ellensburg, WA 98926

1. Call to Order and Roll Call

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

Others Present: City Manager Akers; City Attorney/Assistant City Manager Weiner; City Clerk Leader; Executive Assistant Gigstead; Finance Director Pascoe; IT/Telecomm Manager Faubion and Public Health Officer, Dr. Mark Larson

2. Proclamations

2.A. Bike Month Proclamation

Councilmember Lillquist read the proclamation for Bike Month

Councilmember Mary Morgan moved to Approve the Mayor's signature on the Proclamation. **Motion Approved 7-0.**

3. Awards and Recognitions

4. Approval of Agenda

Councilmember Nancy Lillquist moved to Approve Agenda as presented. **Motion Approved 7-0.**

5. Consent Agenda

5.A. Washington State Military Department Public Assistance Grant Agreement and letter designating Applicant Agent and Alternate.

5.B. Accept Resignation from Scott King, Building Appeals Board and Authorize Mayor to Sign Letter of Appreciation

5.C. Approve May 18, 2020 Voucher Listing

Councilmember Stacey Engel moved to Approve the Consent Agenda as presented. **Motion Approved 7-0.**

6. Petitions, Protests, and Communications

6.A. Board and Commission Reappointments

There was discussion regarding solicitation of applicants for current vacancies on Boards and Commissions.

Councilmember Mary Morgan moved to Approve the Mayor's reappointment of applicants requesting reappointment as listed. **Motion Approved 7-0.**

- Dorothy Stanley – Landmarks and Design Commission
- Megan West – Landmarks and Design Commission
- George Bottcher – Planning Commission
- Edgar Harrell – Planning Commission
- Helen Burrows – Senior Citizen Advisory Commission
- Marcella Guthier – Senior Citizen Advisory Commission
- Ed Sendelbach – Senior Citizen Advisory Commission
- Ed Barry – Utility Advisory Committee
- Jim Goeben – Utility Advisory Committee

Councilmember Nancy Lillquist moved to Approve sending letters of appreciation with the Mayor's signature to those not requesting reappointment. **Motion Approved 7-0.**

6.B. COVID-19 Update

Dr. Mark Larson was present to give a COVID -19 update. He shared information regarding the number of confirmed cases and the status of the positive cases associated with Twin City Foods.

Mayor Tabb left the meeting at 7:20 pm and Mayor Tempore Goodloe took over as the presiding officer for the meeting.

Dr. Larson reviewed information regarding the request to move to phase two and the information to be received from Public Health Secretary Wiesman. He spoke in regards to mandatory masking, as well as limiting camping within the County.

7. Citizen Comment on Non-agenda Issues

Due to the current State of Emergency and Proclamation 20-28.3 issued by Governor Inslee, no public comment was allowed at this meeting.

8. Business Requiring Public Hearings

9. Introduction and Adoption of Ordinances and Resolutions

9.A. Proposed Resolution 2020-13 Authorizing expenditure of the City's CARES fund proceeds and establishing a Council subcommittee to disburse the funds.

City Manager Akers reviewed information in the staff report for introduction of Resolution 2020-13 and use of the CARES Act funding the City of Ellensburg will potentially receive. Funding would be designated for costs associated with City COVID-19 expenditures, which could include grants to small businesses, rental assistance and utility bill assistance. A subcommittee will be designated to review the process, which will consist of Councilmembers Lillquist and Morgan, Mayor Tabb, and two members of the Ellensburg Business Development Authority.

Councilmember Nancy Lillquist moved to Approve adoption of Resolution 2020-13 authorizing expenditure of the City's CARES fund proceeds. **Motion Approved 6-0.**

Councilmember Stacey Engel moved to Approve appointment of Councilmembers Lillquist and Morgan and Mayor Tabb to the subcommittee. **Motion Approved 6-0.**

10. Unfinished Business

11. New Business

11.A. First Quarter Financial Status Investment Report

Finance Director, Jerica Pascoe, reviewed information in the staff report and the Financial Status Investment Report.

Councilmember Mary Morgan moved to Approve to accept the First Quarter Financial Status Investment Report as presented. **Motion Approved 6-0.**

12. Miscellaneous

12.A. Manager's Report

City Manager Akers reviewed the items on the Manager's Report. Council discussed Item 3, concerning the letter in support of FISH. David Miller stated he would abstain from the conversation, due to his involvement with the County. There was discussion regarding the need of space by FISH for a food pantry and storage. Councilmembers were unclear with language in the letter and discussed requesting clarification from the Mayor or the Director of FISH Foodbank.

Councilmember Mary Morgan moved to Approve the letter be sent with the Mayor's signature to County Commissioners with a change to the last paragraph "This is a request". Councilmembers Engel and Miller abstained. **Motion Approved 4-0.**

12.B. Councilmember Reports

- Councilmember Morgan attended the KITTCOM Board meeting and explained a consultant will provide recruitment services for a new KITTCOM Director;

- Councilmember Goodloe reported on the Community Recovery Fund and the donation potential for the fund and gave an update concerning Central Washington Disability Resources

13. Executive Session

14. Adjournment

Motion to adjourn at 8:39 pm.

Mayor

ATTEST: _____
City Clerk



CITY OF ELLENSBURG

Date of Meeting

Time of Meeting

Place of Meeting

Minutes of City Council, Regular Meeting

June 1, 2020

7:00 PM

Held remotely per Governor Inslee's

Proclamation 20-28.4

Ellensburg, WA 98926

1. Call to Order and Roll Call

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

Also Present: City Manager Akers; City Attorney/Assistant City Manager Weiner; City Clerk Leader; Executive Assistant Gigstead; IT/Telecomm Manager Faubion; Public Works & Utilities Director Lyyski; City Engineering Services Manager Mayo and Public Health Officer, Dr. Mark Larson

2. Proclamations

3. Awards and Recognitions

4. Approval of Agenda

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

5. Consent Agenda

5.A. Approve June 1, 2020 Voucher Listing

Councilmember Stacey Engel moved to Approve the Consent Agenda as presented. **Motion Approved 7-0.**

6. Petitions, Protests, and Communications

6.A. Board and Commission Appointments

Nancy Goodloe expressed concern with the number of CWU employees on the EBDA Board, which would be three. Councilmember Engel spoke on behalf of the EBDA.

Councilmember Mary Morgan moved to Approve Council's confirmation of appointment of Andreas Bohman to the EBDA Board. **Motion Approved 7-0.**

6.B. COVID-19 Update

Dr. Mark Larson was present to give an update. He reported on active cases in Kittitas County and enforcement of businesses in Ellensburg. Council asked questions of Dr. Larson regarding which phase certain businesses can re-open.

7. Citizen Comment on Non-agenda Issues

Due to the current State of Emergency and Proclamation 20-28.4 issued by Governor Inslee, no public comment was allowed at this meeting.

8. Business Requiring Public Hearings

9. Introduction and Adoption of Ordinances and Resolutions

9.A. Ordinance 4851 Second Reading for Title 4 Public Works Revisions (Section 4.14.020 and 4.14.120).

City Engineering Services Manager, Derek Mayo, reviewed information in the staff report and the request for second reading and adoption of Ordinance 4851.

Councilmember Mary Morgan moved to Approve second reading and adoption of Ordinance 4851 for Title 4 Public Works Revisions. **Motion Approved 7-0.**

9.B. Ordinance No.4853 Amendments to Ellensburg City Code Sections 1.33.240 and 2.16.4700 - City Arts Acquisition Fund.

City Manager Akers reviewed the staff report and staff recommendation to consider first reading, second reading and adoption of Ordinance 4853.

Councilmember Nancy Lillquist moved to Approve first reading of proposed Ordinance amending City the Ellensburg City Code to provide economic support for the arts, businesses and individuals up to \$60,000, to be funded from the City's Arts Acquisition Fund during the City's declared state of emergency. **Motion Approved 7-0.**

Councilmember Mary Morgan moved to Approve, pursuant to Council Rules of Procedure 9.7, to waive Rule 9.3(b), which would otherwise prohibit passage of an ordinance on the same day on which it is introduced. **Motion Approved 7-0.**

Councilmember Nancy Goodloe moved to Approve second reading and adoption of Ordinance 4853. **Motion Approved 7-0.**

Councilmember Nancy Lillquist moved to Approve authorization of a budget adjustment as requested by staff in the fiscal impact section of the report. **Motion Approved 7-0.**

10. Unfinished Business

11. New Business

12. Miscellaneous

12.A. Manager's Report

City Manager Akers reviewed the Manager's report. It was requested a public hearing be set for the June 15th meeting to review the Six Year Transportation Improvement Plan Update.

Councilmember Mary Morgan moved to Approve setting a Public Hearing for the June 15th Council meeting for consideration of Six-Year Transportation Improvement Plan Update.

Motion Approved 7-0.

12.B. Councilmember Reports

- Councilmember Goodloe reported on the Community Recovery Committee who recently approved about \$5,000 to individuals and a couple businesses. She explained PSAs that have been distributed;
- Councilmember Morgan thanked Dr. Larson for all his work, as well as Councilmember Lamb. She reported on the Greenway Trust Recreation forum;
- Councilmember Engel inquired about incorporation of public comment on future Council Agenda items;
- Councilmember Lillquist spoke regarding the protests around the country and expressed appreciation for our local police department and their statements in support of the participants in the march as well as their assistance;
- Mayor Tabb spoke regarding the Social Support Group meeting on Tuesdays, and the assistance provided to citizens by HopeSource and FISH Foodbank

13. Executive Session

14. Adjournment

Motion to adjourn at 8:19 pm

Mayor

ATTEST: _____
City Clerk



CITY OF ELLENSBURG

Date of Meeting

Time of Meeting

Place of Meeting

Minutes of Council Meeting, Special Session

March 9, 2019

9:00 a.m.

Council Chambers, 501 North Anderson Street

Mayor Tabb called the emergency meeting to order per RCW 42.30.070.

Roll Call Present: Stacey Engel, Nancy Goodloe, Tristen Lamb, Nancy Lillquist, David Miller, Mary Morgan and Bruce Tabb.

Others Present: City Manager Akers; Assistant City Manager/City Attorney Weiner; City Clerk Leader; Executive Assistant Gigstead; Public Works and Utilities Director Lyyski; Human Resources Director Smith; Police Chief Wade; Police Captain Hansberry; Finance Director Pascoe, Parks & Recreation Director Case, City Engineering Services Manager Mayo; and approximately seven members of the audience.

Mayor Tabb explained the proposed Resolution Declaring Emergency Based on the COVID-19 Outbreak.

- Councilmember Morgan moved City Council approve Resolution 2020-05 declaring an emergency for the COVID-19 outbreak. **Motion Approved 7-0.**

Councilmember Lamb gave an update on the status in Kittitas County, and distributed information concerning the virus.

Adjourn

Motion to adjourn at 9:07 am.

Mayor

ATTEST:

City Clerk

ELLENSBURG BUSINESS DEVELOPMENT AUTHORITY
dba CenterFuse
BOARD OF DIRECTORS MEETING MINUTES

REGULAR MEETING
Wednesday, January 8, 2020 - 4:00 pm
City Hall – Council Conference Room
501 N. Anderson Street, Ellensburg

In attendance: John Perrie, Bill Provaznik, Jared Vallejo, Linda Schactler, Garrett Poshusta, Grant Clark, James Jankowski, and staff Carolyn Honeycutt.

Excused absence: Steve Townsend, Jamie Rosen

1. Chair Schactler called the meeting to order at 4:00 PM.
2. **Motion to approve January 8, 2020 Agenda.** Clark; second Perrie.
Approved.
3. **Motion to approve December 11, 2019 Regular Meeting Minutes.** Vallejo; second Jankowski.
Approved.
4. **Board Business**
 - A. 2020 Slate of Officers Nominated at the December 11, 2019 Meeting.
Schactler called for a vote on **Jared Vallejo for Chair.** All approved. Vallejo assumed the Chair position.
Vallejo called for a vote on **Linda Schactler for Vice Chair.** All approved.
Vallejo called for a vote on **John Perrie for Secretary.** All approved.
Vallejo called for a vote on **Grant Clark for Treasurer.** All approved.
Vallejo called for a vote of hands on slate of officers. All Approved.
 - B. **Motion to approve and sign the Airport Land Lease as presented after edits from CenterFuse Attorney Chuck Zimmerman and send on to Kittitas County Public Works.** Clark; second Schactler.
Approved.
5. **January Planning Retreat** – Board reviewed and discussed existing Mission/Vision/Values. Vallejo assigned Provaznik, Jankowski, and Schactler to revise before the retreat. Retreat was set for Friday, January 24, 2020 from 11:00 am to 1:00 pm. Staff will find a location.
6. **Executive Director Report** – Staff provided updates on the Broadband Feasibility Study, upcoming meetings with a prospect, move of the website to Word Press, status of the airport and extension of CWU as FBO, handed out the MSRC report on Public Development Authorities, and the WEDA Conference. Board discuss support of the 1/10 of 1% Sales and Use Tax for Behavioral and Mental Health Support that is going before the County Commissioners. Discussed importance of this initiative and the need to tie our letter to

economic development.

Motion to submit a letter to Commissioners to support 1/10 of 1% Sales and Use Tax for Behavioral and Mental Health Support. Poshusta; second Jankowski.
Approved.

Adjournment: Meeting adjourned 5:15

Drafted: 1/20/2020

Approved: 5/20/2020



ELLENSBURG BUSINESS DEVELOPMENT AUTHORITY
dba CenterFuse
BOARD OF DIRECTORS MEETING MINUTES

REGULAR MEETING

Wednesday, January 24, 2020 – 11:00 am
Community Health of Central Washington Conference Room
521 E Mountain View Ave, Ellensburg

In attendance: Bill Provaznik, Jared Vallejo, Linda Schactler, Garrett Poshusta, Grant Clark, James Jankowski, City Council member Bruce Tabb and staff Carolyn Honeycutt.

Excused absence: Steve Townsend, John Perrie, Jamie Rosen

1. Chair Vallejo called the meeting to order at 11:00 am
2. Members reviewed and discussed rewrite of Mission / Vision / Values
3. Members discussed visioning of CenterFuse in 3 years and identified potential pathways and goals for consideration in a 3 year road map.
 - a) Attract new businesses of median wage or better
 - I. Goal – 3 per year
 - II. Goal – Attend 3 conferences per year
 - III. Goal – Understand and expand broadband
 - IV. Goal – Expand marketing and outreach
 - V. Goal – Support Creative Community
 - VI. Goal – Ignite local investing
 - VII. Goal – Provide better navigation of City to businesses and developers
 - b) Enhance Business Space Capacity
 - I. Goal – Assess current situation (vacancies)
 - II. Goal – Assess opportunities
 - III. Goal – Align capacity and demand (comp plan)
 - IV. Goal – Square footage measurable
 - V. Goal – Assess what the tools are and what is missing
 - VI. Goal – Develop partnerships with realtors and developers
 - VII. Goal – Move forward with sale of Incubator and Airport facilities
 - c) Enhance Brand Awareness Regionally (both City and CenterFuse)
 - I. Goal – City – recognition, marketing (what are we known for), conferences
 - II. Goal – CF - Responsiveness – quality and speed
 - III. Goal – CF - Recognition
 - IV. Goal – CF - Marketing (what are we known for)
 - V. Goal – CF – more UnWind events
 - VI. Goal – CF – attend more conferences
 - d) Support Existing Local Business Climate
 - I. Goal – Support Creative Economy

- II. Goal – Host more UnWind events
- III. Goal – Understand and expand Broadband
- IV. Goal – Expand knowledge of consulting and business resources
- V. Goal – Understand business climate through focus groups
- VI. Goal - Provide better navigation of City to businesses and developers
- VII. Goal – Enhance entrepreneurship culture

e) Plan for resource and budget needs

f) Document outcomes and measurements of success

Adjournment: Meeting adjourned 1:00 pm

Drafted: 2/3/2020

Approved: 5/20/2020

ELLENSBURG BUSINESS DEVELOPMENT AUTHORITY
dba CenterFuse
BOARD OF DIRECTORS MEETING MINUTES

SPECIAL MEETING
Wednesday, April 15, 2020 – 4:00 pm
Virtual Meeting

In attendance: Jared Vallejo, Linda Schactler, Garrett Poshusta, Grant Clark, James Jankowski, John Perrie, City Councilmember Stacey Engel and staff Beth Leader, Kirsten Sackett and Holly Conti.

Excused absence: None

1. Chair Vallejo called the meeting to order at 4:00 pm
2. Agenda approved as presented. Motion by Linda Schactler, seconded by James Jankowski. Approved.
3. Board Business
 - a) City Point of Contact Information. Beth Leader introduced herself and Kirsten Sackett updated the board regarding staff duties while Carolyn is absent. Inquiries for new businesses will be handled by Kirsten and Beth and will also include Linda and Jared.
 - b) Discussion and vote for becoming a seven member board.

Members discussed the benefits and disadvantages of changing to a seven member board.

John Perrie moved to change the board membership from nine to seven members. Garrett Poshusta seconded. Motion Approved.
 - c) Review and Approval of Financial Statements.

Holly Conti, Finance Accounting Manager, presented information on the Board financial statements. She reviewed the revenues and expenditures. She also explained a 2018 and 2019 audit will need to be scheduled, which would need to be completed by December 2020. She also explained the tax return for the Board. Grant Clark stated he reviewed the information and had no questions.

Grant Clark moved to approve the financial statements as presented. Linda Schactler seconded. Motion Approved.
 - d) Discount of Rent for Tenants and Past Due Accounts.

John Perrie commented in regards to treating tenants on an individual basis and not a blanket offer to all. He suggested forming a sub-committee to define how space rent should be determined. Other members agreed. It was decided that Grant, James and John would create a committee. There was conversation regarding

deferring rent instead of reducing the amount.

Members discussed past due accounts and James suggested that the sub-committee also review past due accounts and make a recommendation to the board. There was a brief discussion regarding the sale of the Incubator building.

- e) Outline of Current Open Projects and Next Steps (RFP, Incubator space, website).
 - Website – Jared will work with the group to get that project completed
 - RFP – Linda reported on approval of certain projects and her ability to review the RFP response received for their broadband project. Kirsten will forward the response to Linda for review.
 - Incubator space – assessments will be done through the sub-group.
 - EBDA Director position – Linda inquired about the increase of the position from half time to three quarter time. Kirsten will confirm the approval of the Resolution by the Board.
- f) Postponing Next Official Board Meeting until June 10, 2020.

Jared asked members if they wanted to defer meeting until June, and in the meantime, keep work progressing on things that will come up. Some members felt it would be good to have a short meeting in May specifically about the Strategic Plan and the incubator rent issues. Kirsten will forward the most recent Strategic Plan to members. There was discussion regarding providing resources to small businesses and the assistance available to the community. It was agreed that the committee would have a meeting on May 13th.

Adjournment: Meeting adjourned 5:13 pm

Drafted: 4/22/2020

Approved: 5/20/2020



**COMMUNITY DEVELOPMENT DEPARTMENT
501 N. Anderson St., Ellensburg WA 98926**

MINUTES OF THE LANDMARKS & DESIGN COMMISSION REGULAR MEETING

Date and Time: Tuesday, November 19, 2019, 5:45 p.m.
Place of Meeting: Council Chambers, Ellensburg City Hall
Present: Members: Chairwoman Mollie Edson, Dorothy Stanley, Amy McCoy, Megan West
Absent: Marc Brown
Others Present: Stacey Henderson, Senior Planner - Historic Preservation; Kirsten Sackett, Community Development Director; and two members of the public

Note: These are **Summary** Minutes *not* Verbatim Minutes

1. Call to order and roll call of members

Meeting called to order by Chairwoman Edson at 5:48 pm.

2. Approval of the agenda

Commissioner Stanley made a motion to approve the agenda as presented. Commissioner McCoy seconded.

All in favor, motion passed.

3. Approval of the minutes of the Meeting of November 5, 2019.

Commissioner West made a motion to approve the minutes of November 5, 2019. Commissioner Stanley seconded.

All in favor, motion passed.

4. Old Business

5. New Business

- a. Public Hearing for Consideration of a COA (P19-121), submitted by Fred and Anne Redmon, for repainting the exterior of their home at 806 N. "B" Street, within the First Railroad Addition National Register and local Landmarks Districts. Parcel ID #363334.**

Chairwoman Edson opened the public hearing and explained the procedures of the hearing. Stanley said that the applicants are her neighbors and she knows them. Edson stated that she also lives near them and has seen the paint colors on the wall. They both stated that they could act in a fair and unbiased manner. No issues were raised and no one in the audience objected to the participation of any of the Commissioners.

Senior Planner Henderson passed around paint sample colors provided by the applicant, then presented the staff report. She described the character-defining features of the vernacular wood frame home, and shared some of the exterior changes that had occurred over time. She stated that the applicant had previously been approved for two COA's by the LDC. On September 18, 2018 they received approval for reroofing and eave repairs. On January 23, 2019, another COA was approved for several improvements to the windows and door frames.

The applicants are now proposing to paint the exterior of the dwelling with Benjamin Moore colors, Wood Ash for the trim, and Deep Creek for the main house color. She displayed the elevation renderings provided by the applicant. She said that found the application to be in keeping with ECC 15.530.020 (a) and (b). As such, Staff is recommending approval of the COA with one condition as outlined in the staff report.

The applicant did not have anything to add. There were no other members of the public beyond the applicants.

Chairwoman Edson asked if the Commissioners had any questions. Edson about the dark color showing above the windows and door. Fred Redmon said that it was a problem with his printer. The color showing up as black would actually be the same as the house color.

There were no other questions. Edson closed the public hearing and opened it up to deliberation by the Commission. There was none.

Commissioner McCoy read the Findings of Fact as outlined within the Staff report and made a motion that the Certificate of Appropriateness (COA) be granted by the Commission to allow the exterior modifications to the applicants' house addressed as 806 N. "B" St., with **one condition:**

1. The applicant shall strip and repaint the house in a manner using best available procedures per the Secretary of Interior's Standards for Rehabilitation, *Preservation Brief 10: Exterior Paint Problems on Historic Woodwork* to ensure that there is no damage to the wooden façade of the building.

Commissioner Stanley seconded. The Commissioners like the proposal.

All in favor, motion passed.

6. Citizen Comment

7. Staff Update/Discussion Items

Senior Planner Henderson brought a copy of the book "Why Preservation Matters" that Fiona Gibson had recommended. The Commissioners could borrow the copy and pass it around.

She also stated that we did not receive any applications for the next meeting of December 2. She also said she has started working on the calendar of meeting dates for 2020. She has reserved some of the rooms for next year, but she will share it with the Commissioner the next time they meet.

Director Sackett said that Ken Beckley's home had been sold to a local developer who is planning to demolish the structure. She said she had called the developer and talked to him about allowing for some historic documentation to take place. He said he was amenable to that.

Sackett also said she is about to finalize the Professional Services Agreement with a historic preservation consultant. She would like to utilize their services to help write the demolition ordinance and even assist with site surveys to identify more eligible structures and/or districts.

The Commission decided that they would draft up a letter to send to the developer encouraging him not to demolish the house.

8. Commission Representative Updates.

Stanley brought up the drilling into antique cast iron that was approved for the new signage approved at the last meeting for the Dark Moon Craft Beer. She asked if staff could look into a different technique for installing signs on the old buildings. Henderson said that she would begin researching the topic.

Chairwoman Edson thought it would be nice to get building owners together to discuss some of the issues with being in a landmark district. Commissioner West said that the EDA has already been trying to start some conversations with the downtown business owners and they could try to get included in the group.

The Commission discussed the need to fill the vacant positions on the board.

9. Adjournment

Commissioner Stanley made a motion to adjourn the meeting. Commissioner McCoy seconded. All in favor, motion passed. Chair Edson adjourned the meeting at 6:23 pm.

LODGING TAX ADVISORY COMMITTEE

March 11, 2020 (2:11 p.m. to 2:51 p.m.)

Members Present: Matt Anderson, Christine Ritchie, and Mary Morgan

Members Absent: Sarah Maes.

Others Present: Laurie Gigstead, Executive Assistant; and Madison Ford, Kittitas County Chamber of Commerce.

Chair Morgan called the meeting to order at 2:11 pm.

1. **Minutes of the February 5, 2020 meeting.** Moved and seconded (Anderson/Ritchie) to approve minutes as written. Motion approved.
2. **Correspondence and Public Comment Period.**
 - A. **Email from Sarah Maes Requesting excused absence due to work travel.** Moved and seconded (Anderson/Ritchie) to excuse Sarah Maes from the March 11, 2020 meeting. Motion approved.
 - B. **Letter from Commissioner Osiadacz dated February 27, 2020 regarding the consolidated process.** Members acknowledged letter.
3. **Unfinished Business.**
 - A. **Budget/Financials Review.** Reviewed and acknowledged. Members discussed impacts the COVID-19 outbreak and expressed concerns on funded events cancelling and the budget impacts. Chair Morgan will contact Commissioner Osiadacz and discuss options on notifying grantees regarding expenditures, funding and event status.
 - B. **Tourism Committee Report.** Madison presented February data. Members and Madison discussed COVID-19 impacts on tourism. Madison advised the Chamber may modify current advertising.
 - C. **Sign Committee Report.** Amy did not attend meeting – no report given.
4. **New Business.**
 - A. **Discuss Adding 2 additional members (one hotelier and one receiver) to the committee for a total of seven.** Chair Morgan advised she has spoken with the City Attorney about adding additional members to address quorum issues. Five members is the minimum. This would involve amending the City Code by ordinance. Motion and second (Anderson/Ritchie) to propose to City Council increasing the members on the Lodging Tax Advisory Committee to seven to include three hoteliers, three receivers and one Councilmember. Motion approved.
 - B. **Discuss County's Small Grant Program.** Matt gave the background information on the program. Information only.

Other: Matt advised that he attended the Dispute Board last month and gave a summary of the meeting. There will be a Consolidated Group meeting on Thursday, April 2, 2020 from 3:00 – 5:00 pm in the BOCC Auditorium.

Next meeting will be **April 1, 2020.** With no further business, the meeting was adjourned at 2:51 pm.

Respectfully submitted,
Laurie Gigstead
Recording Secretary

Drafted: 03/12/2020
Approved: 06/03/2020

**Parks & Recreation Advisory Commission
Meeting Minutes – January 8, 2020**

DATE OF MEETING: January 8, 2020
MEMBERS PRESENT: PJ MacPhaiden, Jack Frost, Shari Smith, Laci Harrison,
Dan Witkowski, Joelle Dickerson, Joe Sheeran
OTHERS PRESENT: Parks & Recreation Director Case

CALL TO ORDER – Commission Chair Harrison called the meeting to order at 5:35pm.

COMMISSION MEMBER ELECTIONS – Laci Harrison was nominated and seconded for the position of Commission Chair. ***All in favor.*** Dan Witkowski was nominated and seconded for the position of Vice Chair. ***All in favor.***

MEETING MINUTES - The meeting minutes from the December 11, 2019 meeting were approved as written. ***All in favor.***

NEW BUSINESS

Allocation of Park Facilities – With the addition of a new Commission member, the Commission reallocated the parks which they adopt and report back to the Commission on. The following is the list of Commission members and their adopted parks:

Jack Frost	North Alder, Veterans Memorial
Joe Sheeran	Reecer Creek Floodplain, Paul Rogers
Laci Harrison	Reed, IRRP
Dan Witkowski	Kleinberg, West Ellensburg
PJ MacPhaiden	Mt. View
Shari Smith	McElroy, Wipple
Joelle Dickerson	Kiwanis, Rotary

OLD BUSINESS

Department Fees – Staff handed out a schedule for the fee discussion. Fees at the KVMP haven't been increased since 2017, prior to that there was an automatic fee increase of 5% every January 1st for pool fees only. Staff provided information comparing KVMP to other facilities in the state with similar pools. Most of the KVMP fees are cheaper to the other pools however the adult daily admission fee is higher. The Commission also looked at ERRC fees and picnic shelter fees. One of the biggest questions moving forward is developing a process to review fees on a regular or annual basis and developing a methodology for set new fees.

ITEMS FOR FEBRUARY 12, 2020 MEETING

The Commission would like to have a staff member of the Parks & Recreation Department come and talk about their program/division.

COMMISSION MEMBER REPORTS / OTHER BUSINESS

Commission member Dickerson reported that there were some issues with the City web page 'Envision our Town Center', people trying to submit comments were not able to do so. Staff will investigate why this is occurring.

STAFF REPORT- 1. Dennis Roberts, the Ellensburg Racquet & Recreation Center Coordinator, will be retiring February 1, 2020. Dennis has worked at the Center, formerly known as the Ellensburg Racquet Club, since 1979. 2. The hot tub and sauna renovation projects at the Kittitas Valley Memorial Pool & Fitness Center are finishing up. The hot tub was retiled, and the sauna was completely replaced. 3. Parks staff recently installed holiday lights around the shelter at North Alder Street Park. This was done to provide additional light for those using the park in the evening, especially the children and families who sled at the park. The picnic shelter has outlets which make this project possible, park staff added an automatic timer so the lights turn on at dusk and shut off by the park closing time of 10pm. 4. KVMP staff is adding a Friday preschool swim from 10:30-12pm starting January 17th and ending March 6th. Participants will be charged the 'Family Admission' fee. 5. The mild weather has given Park Maintenance staff the opportunity to complete some park projects. Typically, Park staff spends the winter performing snow and ice removal from public sidewalks either in the central business district or at City park facilities.

ADJOURNMENT - A motion to adjourn the meeting was made at 6:15pm. ***All in favor.***

**Parks & Recreation Advisory Commission
Meeting Minutes – February 12, 2020**

DATE OF MEETING: February 12, 2020
MEMBERS PRESENT: PJ MacPhaiden, Jack Frost, Laci Harrison, Dan Witkowski, Joelle Dickerson, Joe Sheeran
OTHERS PRESENT: Parks & Recreation Director Case, Council Liaison Stacey Engel, one member from the public

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

INTRODUCTIONS – Council Member Engel introduced herself as the new Council Liaison to the Parks & Recreation Commission. The Commission member introduced themselves as well.

MEETING MINUTES - The meeting minutes from the January 8, 2020 meeting were approved as written. *All in favor.*

NEW BUSINESS

Park Maintenance Division Update – Gregg Hall, Parks Foreperson

Parks Foreperson Gregg Hall talked about the City park maintenance operation. Among the items discussed included the day to day duties of park staff, the approach used by park staff to identify specific park tasks matched with employees who have an interest and aptitude in that discipline.

OLD BUSINESS

Downtown Park Planning

Staff requested the Commission feedback on three design elements of the downtown park; whether there should be public parking in the park design, what kind of ground cover is most appropriate for the park, and what to do with the existing bank building. There wasn't consensus regarding ground cover, the two options that were discussed was natural and artificial grass. There were concerns voiced about the maintenance of natural grass and how grass would hold up in a downtown park setting. The Commission did not have consensus with the bank building, however there was consensus about tearing down the drive thru portion of the bank. The Commission was not supportive of incorporating any kind of public parking at the site.

Downtown Park Naming

On February 4th staff put out a call for nominations for naming the downtown park. Staff originally planned to bring the nominations to the Commission on March 11th, however due to the volume of names being submitted staff wanted the Commission to review the names already submitted with the idea to carry forward the names they want to consider to the March 11th meeting. Of the names submitted, the Commission recommended the

following names to be brought back to the Commission at their March 11th meeting; Blues Town Center, Ellensburg Central Park, Bobby Bettas Park, Blue Square, and Central Park.

OLD BUSINESS ITEMS FOR MARCH 11, 2020 MEETING

Adult Activity Center Update – Katrina Douglas
Naming of Downtown Park
Department Fee Review

COMMISSION MEMBER REPORTS / OTHER BUSINESS

Commission member Sheeran voiced his continued frustration with the number off leash dogs at the Reecer Creek Floodplain Restoration property and the fact that many pet owners do not pick up after their pets.

Commissioner Dickerson mentioned a meeting she had with pool staff about programming and pool operations.

STAFF REPORT- 1. The West Ellensburg Park restroom was recently tagged with graffiti, staff has since painted over it. 2. Park staff recently cleaned up a considerable amount of overnight garbage from Reed Park, much of the garbage was empty beer cans. Staff is prepared to close off a large section of the Reed Park parking areas if the problem persists. 3. The City is partnering with the Kittitas Valley Event Center in this years July 4th event. Last year the County hosted a country music concert in the Rodeo Arena, followed by a professional fireworks display and an afterhours concert 'Behind the Chutes". This year, in addition to the County sponsored events, the City will have family activities from 4pm-7pm at Veterans Memorial Park and the Kittitas Valley Memorial Pool & Fitness Center. 4. A policy area staff will be reviewing is the use of motorized scooters, bicycles, and skateboards in City park facilities. These types of transportation options are becoming increasingly popular and are already being seen used in City parks on non-motorized trails. 5. The Stan Bassett Youth Center is serving an average of 40-45 kids daily.

ADJOURNMENT - A motion to adjourn the meeting was made at 6:55pm. ***All in favor.***



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: June 15, 2020

Item Title/Agenda Subject: Cora St. Electrical Feeder Infrastructure Installation

Submitted by: Paul Meyer Public Works & Utilities

Recommended Action or Motion: Approve the necessary adjustments to the 2020 Light Fund Budget for the installation of feeder infrastructure as part of the Cora St. improvements.

Background/Summary:

As part of the two Ellensburg School District (ESD) projects for the construction of the replacement Mt. Stuart Elementary School and the New Elementary School, the City is requiring that improvements be made to Cora St. including an extension of the road and utilities to the New Elementary school site.

The City Light Department sees this as an opportunity to make system improvements by utilizing the ESD's General Contractor to install electrical feeder infrastructure in conjunction with the Cora St. improvements. The feeder infrastructure will consist of 6" conduit, cable pull vaults and pad mounted switch vaults. This infrastructure will facilitate a future extension of Feeder 6 and also as a future feeder tie between Feeder 6 and Feeder 17.

Installing this infrastructure in conjunction with the Cora St. improvements and the primary distribution extension required for the New Elementary School will reduce costs by taking advantage of the common trench, concurrent construction activities and restoration. It will also reduce costs by eliminating landscaping, sidewalk and street restoration if this infrastructure was to be installed in the future.

Previous Council Action:

At the May 4, 2020 regular meeting, Council authorized the execution of an Interlocal Agreement between the City and ESD. This agreement allows the City to utilize ESD's contractor to complete the above mentioned electrical work.

Analysis:

Performing the work in conjunction with the school district's improvements is appropriate at this time. The work will minimize further future excavation of Cora as well as establish corridor for future extensions of the utility.

Financial Impact:

The City Light Department is requesting a budget adjustment in the amount of \$120,000 to cover the proposed costs and any potential change orders. The 2020 Light Fund has an adequate ending fund balance to complete this additional work.



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: June 15, 2020

Item Title/Agenda Subject: Interlocal Cooperation Agreement for the CARES Distribution for COVID-19 related Public Health Expenses.

Submitted by: Terry Weiner City Attorney Department

Recommended Action or Motion: 1) Authorize the Mayor to sign the attached Interlocal Agreement; and 2) approve the necessary budget adjustments.

Background/Summary: Section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"), established the Coronavirus Relief Fund (the "Fund") and appropriated \$150 billion to the Fund be used to make payments for specified uses to States and certain local governments. The City previously committed up to 25% of its CARES Act fund allocation to the Kittitas County Public Health Department (KCPHD) to help offset costs associated with measures taken to apply for a variance to move the county to Phase 2 of the State's phased reopening plan, as did Kittitas County and all other cities in the county. The Interlocal Agreement is required to document the parties' commitment to the funding.

Previous Council Action: Resolution 2020-12, which included a Letter of Intent to dedicate up to 25% of the City's CARES Act fund allocation to KCPHD, was adopted by Council at its May 4, 2020 meeting.

Analysis: Washington State's share of CARES Act Coronavirus Relief Fund is approximately \$300 million, which is being distributed counties and cities based on a per capita formula. The City of Ellensburg's total share will be \$598,800. KCPHD, in order to apply for a variance from the State to move to Phase 2 of the phased reopening plan, requested that the City, Kittitas County and all other cities in the county, commit up to 25% of their Coronavirus Relief fund allocation to KCPHD in order to pay for costs associated with directly responding to the COVID-19 public health emergency, including:

Testing capacities

- Case and contact tracing
- Quarantine and Isolation, and
- Data management, tracking, etc.

CARES Act funding is based on reimbursement for actual costs incurred, and we will need to work with KCPHD to ensure all costs are proper and recoverable under the City's Coronavirus Relief Act Fund grant contract with the State (which has not yet been finalized and signed). The Interlocal provides that the Kittitas County Auditor's Office will act as the fiscal agent for processing invoices from KCPHD and payments by participating agencies.

Financial Impact:

The agreement includes a payment of up to \$149,700 to Kittitas County Public Health Department for necessary COVID-19 public health response activities. The costs of the City's COVID-19 response weren't included in the adopted 2020 budget. Expenditures incurred through this agreement will need to be added to the City's budget. To facilitate financial management and reporting of the City's response, a separate budgeted fund is recommended. This does not require further action to establish, other than formal adoption as part of the next supplemental budget ordinance. For financial reporting purposes the fund may be combined with the City's General Fund.

Attachments:

[Interlocal - Covid 19 Funding for Public Health \(06-15-2020\)](#)

**INTERLOCAL COOPERATION AGREEMENT BETWEEN KITTITAS COUNTY,
CITY OF ELLENSBURG, CITY OF ROSLYN, CITY OF CLE ELUM, CITY OF
KITTITAS, AND THE TOWN OF S. CLE ELUM, OF WASHINGTON STATE, FOR
THE CARES CONTRIBUTION FOR COVID-19 RELATED PUBLIC HEALTH
EXPENSES**

WHEREAS, the Interlocal Cooperation Act, RCW 39.34, allows public agencies to make the most efficient use of their powers by enabling them to cooperate with each other on the basis of mutual advantage to provide services and facilities that will best fit the need of each community; and

WHEREAS, Section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") (PL 116-136), established the Coronavirus Relief Fund (the "Fund") and appropriated \$150 billion under Title V of the CARES Act to the Fund be used to make payments for specified uses to States and certain local governments; and

WHEREAS, the Washington State allocation of Fund resources has been designated to reimburse certain additional local governments in the state for specified expenditures through contracts administered by the State Department of Commerce; and

WHEREAS, the County of Kittitas and the Cities of Ellensburg, Cle Elum, Roslyn, Kittitas and the Town of S. Elum are desirous of sharing a maximum of 25 percent of each municipalities' CARES allocation from the State ("Intent Funds") to reimburse the Kittitas County Public Health Department for Covid-19 related expenses; and

WHEREAS, the above-named municipal corporations have exchanged letters of intent regarding the shared use of such funds, and desire to enter into Interlocal agreements to facilitate the use of the Intent Funds in an effective manner;

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

- 1. PURPOSE:** To provide for the shared funding of Kittitas County public health expenses utilized in the response against Covid-19; specifically funding needed for testing, quarantine and isolation, case investigation and contract tracing, data management, tracking, and other related tasks, as detailed in the Kittitas County Covid-19 Response Plan.
- 2. RESPONSIBILITIES:** Each municipality shall contribute a maximum of 25% of its CARES Act (Title V) allocation from the State to the Kittitas County Public Health Department as reimbursement for eligible expenditures, the Intent Funds.
- 3. TERM OF AGREEMENT:** The term of this Agreement shall be from the date of signing by all parties through December 31, 2021 or as otherwise agreed to by the parties

in writing. The parties may agree to a different termination date if justified by a change in circumstances by a subsequent amendment to this Agreement. All other terms and conditions of this Agreement shall remain in full force and effect unless amended. Any such amendment shall conform to the requirements of sections eight (8), nine (9) and twelve (12) below.

4. ADMINISTRATION: No new or separate legal or administrative entity is created to administer the provisions of this Agreement. This Agreement shall be administered by The Kittitas County Health Officer subject to the approval of the Kittitas County Board of Health on behalf of the above-named parties.

5. CARES ALLOCATION PAYMENTS: The Kittitas County Auditor shall serve as the fiscal agent for purposes of this agreement, and shall administer payments under this agreement as follows:

a. Payments of Intent Funds under this agreement shall occur monthly beginning once this Agreement and necessary subcontracts are executed, which are expressly authorized by execution of this Agreement upon approval by each party's legislative body.

b. On or before the 10th day of each month, the Auditor shall identify any eligible expenditures incurred by Kittitas County Public Health Department against the Intent Funds in the prior month and submit an invoice and certification to each municipality for their proportional allocation of the expenditures.

c. Copies of supporting documentation for all expenditures must be attached to each invoice/certification.

d. The first invoice and certification shall include any eligible expenditures incurred by the Kittitas County Public Health Department against the Intent Funds from March 1, 2020 through the month preceding the invoice.

e. The final invoice and certification for any eligible expenditures incurred after September 30, 2020 shall be sent to each municipality on or before October 12, 2020.

f. Expenditure eligibility and administrative requirements are established within the CARES Act, implementation documents issued by the US Treasury Department, future contracts to be executed between the municipalities and Washington State Department of Commerce, implementation documents issued by the Washington State Department of Commerce, future subcontracts to be executed between each municipality and Kittitas County, and this Agreement.

g. Each party shall, within thirty (30) business days of receipt of invoices and certifications from the Auditor for payment from the Intent Funds, remit its payment to the Auditor, equal to its proportional share of the twenty-five (25) percent total contributed by all parties. The Auditor shall apply that payment to the invoice in the appropriate fund to offset the eligible public health expenses related to the COVID-19 pandemic.

h. Nothing in this agreement requires municipalities to remit Intent Funds to the Auditor if the Washington State Department of Commerce has terminated or suspended

reimbursements to local governments or if the period for incurring expenditures for reimbursement from the Washington State Department of Commerce has ended. Any invoices and certifications for Intent Funds received by municipalities on or before October 12, 2020 are presumed to be eligible for Washington State Department of Commerce reimbursement.

i. The Auditor shall keep a detailed list of the expenditures for which the Intent Funds are used, and ensure the charges invoiced meet the requirements for “eligible costs” as set forth in the Washington Department of Commerce’s “Coronavirus Relief Funds for Local Governments Program Guidelines.” Kittitas County shall meet the administrative requirements for Fund resources imposed by the US Treasury Department, the Washington State Department of Commerce, and this Agreement.

j. Each municipality shall execute subcontracts with Kittitas County to facilitate reimbursement of the Intent Funds from the Washington State Department of Commerce.

k. If any Intent Funds expenditures are identified to be ineligible for Fund resources within six years of payment, or reimbursement of Intent Funds is denied by the Department of Commerce, the Auditor shall return any Intent Funds to the municipalities within fourteen (14) days of notice.

l. The proportional share for payment of eligible expenditures under this Agreement by each party, up to the total amount of its Intent Funds, shall be as follows:

<u>Party</u>	<u>Proportional Commitment</u>	<u>Total Maximum Commitment Intent Funds</u>
Kittitas County:	76.83%	\$625,212.50
Ellensburg:	18.40%	\$149,700.00
Cle Elum:	1.76%	\$14,362.50
Kittitas:	1.41%	\$11,475.00
Roslyn:	0.83%	\$6,750.00
South Cle Elum:	0.77%	\$6,250.00
Total	100.00%	\$813,750.00

m. Unless another method of transmittal is required in this agreement or by the administrative requirements of the Fund, all invoices, certifications, and backup documentation shall be transmitted between the parties by email to the fiscal contact for each entity.

n. Fiscal contacts are as follows:

Kittitas County Auditor’s Office	_____
City of Ellensburg	_____
City of Roslyn	_____

City of Cle Elum
City of Kittitas
Town of South Cle Elum

6. TREATMENT OF ASSETS AND PROPERTY: No fixed assets or personal or real property will be jointly or cooperatively acquired, held, used, or disposed of pursuant to this Agreement.

7. INDEMNIFICATION: Each municipality agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law. The parties do not assume responsibility to the any other party for the consequences of any act or omission of any person, firm or corporation not a party to this Agreement, and further agrees to save, indemnify, defend, and hold the other party harmless from any such liability.

8. TERMINATION: This Agreement may only be terminated by mutual written agreement of all parties executed in the same manner as this Agreement. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

9. CHANGES, MODIFICATIONS, AMENDMENTS, AND WAIVERS: This Agreement may be changed, modified, amended, or waived only by written agreement executed by the parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

10. SEVERABILITY: In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Agreement are declared severable.

11. ENTIRE AGREEMENT: Except as may be agreed to by parties in the subcontract referenced in Section 5(a) above, this Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by this reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

12. EXECUTION: Each party to this Agreement may bind itself with all other parties to this Agreement by signing a duplicate original of this Agreement and submitting such signed duplicate original for filing by the Kittitas County Auditor pursuant to Section thirteen (13). It is understood that such execution shall not require one original Agreement be signed by all parties to this Agreement, but that there will be several duplicate originals signed by each party to this Agreement. The purpose of this provision is to facilitate the signing of the Agreement and to avoid undue delay in the execution of the Agreement. This Agreement, however, shall be executed on behalf of each party by its authorized representative and pursuant to the appropriate motion, resolution or ordinance of each party. Each party to this Agreement shall be bound to it as of the date it is signed by that representative of the party.

13. FILING: Executed copies of this Agreement shall be filed as required by RCW 39.34.040 or listed by subject on the party's website.

DATED at Ellensburg, Washington, this _____ day of June, 2020.

BOARD OF KITTITAS COUNTY
COMMISSIONERS

BRETT WACHSMITH, Chair

LAURA OSIADACZ, Vice-Chair

CORY WRIGHT, Commissioner

ATTEST:

Julie Kjorsvik, Clerk of the Board

DATED this ____day of June, 2020.

CITY OF ELLENSBURG

By: _____
Bruce Tabb, Mayor

Attest: _____
Beth Leader, City Clerk

Approved as to form:

City Attorney



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: June 15, 2020

Item Title/Agenda Subject: Memorandum of Understanding between Prestige Post-Acute and Rehab Center and the City of Ellensburg for Cabulance Service

Submitted by: Betsy Dunbar Public Works & Utilities

Recommended Action or Motion: Approval for the City Manager to sign the Memorandum of Understanding between Prestige Post-Acute and Rehab Center and the City of Ellensburg for Cabulance Service.

Background/Summary:

The City of Ellensburg provides, through its contractor, cabulance service for residents within the city limits of Ellensburg. Allowing assisted living facilities and their qualified staff to request cabulance service directly will decrease the number of Kittitas Valley Fire and Rescue (KVFR) emergency medical technician (EMT) calls and reduce the response time in getting residents to non-emergency medical treatment.

The Cabulance User Group, which currently consists of representatives of KVH, KVFR and city staff, agreed skilled and assisted living facilities with medical professionals on staff, should be allowed to have an MOU with the city and request cabulance services directly. This would eliminate the need for EMTs to be dispatched to the facilities, saving time and the cost of an EMT call. It would also ensure emergency services were available for actual emergencies and lifesaving calls.

Although Prestige Care, Inc. is the parent company for both assisted/skilled living facilities in Ellensburg, each facility requires a separate signed MOU with the city to request cabulance services.

Previous Council Action:

Council authorized a Memorandum of Understanding between Prestige Hearthstone and the City of Ellensburg for cabulance services July 15, 2019, which was then signed by the City Manager on July 17, 2019.

Analysis:

Prestige Post-Acute and Rehab Center averages 3 cabulance trips per month. Facilities with medical professionals on staff can make medical decisions regarding the condition of their residents and call for cabulance service in less time, freeing up EMTs to respond to critical emergency calls.

KVH and KVFR have committed to help train the medical professionals at Prestige Post-Acute and Rehab Center ensuring that only legitimate trips are requested, and the integrity of the service stays intact.

The Public Transit Advisory Committee (PTAC) reviewed both the proposal for allowing assisted living facilities to request cabulance services directly and the attached MOU during its April 23, 2019 meeting. The committee recommended allowing assisted living facilities who have an MOU with the city to request cabulance service directly.

Financial Impact:

It is expected that there will be no increase in the cost of cabulance service due to including Prestige Post-Acute and Rehab Center as an authorized requester of cabulance services. The MOU only authorizes Prestige Post-Acute and Rehab Center to request cabulance services which were previously requested by either KVFR or KVH.

Since approving the Prestige Hearthstone MOU, there has been little to no increase in the amount of services they have requested, and the same is expected for future requests from Post-Acute and Rehab Center.

Attachments:

[Cabulance Health Care Facility MOU - CARE CENTER ELLENSBURG.pdf](#)

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF ELLENSBURG
AND
CARE CENTER, ELLENSBURG
A HEALTH CARE PROVIDER IN THE CITY OF ELLENSBURG
for Cabulance Service**

THIS AGREEMENT is made and entered into by and between Care Center, Ellensburg hereinafter referred to as The Facility and the City of Ellensburg, hereinafter referred to as “City”. The Facility will initiate Cabulance service from the City of Ellensburg through the City’s contractor when non-emergency accessible transportation from their care facility is needed upon discharge of a non-ambulatory patient requiring accessible non-emergency transport or from one approved care facility to another approved care facility within the city limits of Ellensburg, Washington.

NOW THEREFORE, in consideration of the terms, conditions, and mutual covenants set forth herein and in the attached Sections 2.1.1 through 2.1.4 of Exhibit A.

The Facility and the City mutually agree as follows:

SECTION 1. PURPOSE.

The purpose of this Agreement is for the City to provide non-emergency medical transportation services, through its contracted cabulance service provider for persons needing accessible transportation within the City limits of Ellensburg as specified in the Scope of Work attached and incorporated herein as “Exhibit A.”

SECTION 2. DUTIES AND RESPONSIBILITIES.

2.1 Requesting Cabulance Services. The Facility may request Cabulance service for transferring a patient needing accessible transportation to another care facility within the City of Ellensburg or to return a patient needing accessible transportation to their residence after the completion of their medical treatment.

2.2 Provision of Cabulance Services. The City shall, by separate contract with a third party turn-key service provider as set forth in Sections 2.1.5 and 2.1.6 of Exhibit A, furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work.

2.3 Compensation for Work. The City will be responsible for compensating the Cabulance service provider for the trips provided in accordance with this Agreement.

SECTION 3. EFFECTIVE DATE AND TERM OF AGREEMENT

This Agreement shall be effective from July 1, 2020 through June 30, 2021 unless terminated sooner or extended, as provided herein.

SECTION 4. FINANCIAL OBLIGATION

There is no financial obligation between the City and The Facility for Cabulance service.

SECTION 5. RECORDS MAINTENANCE

The parties to this Agreement shall each maintain vouchers, records, documents and other evidence which sufficiently and properly reflect all Cabulance trips to or from their facilities. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration of this agreement and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

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

SECTION 6. INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

SECTION 7. AGREEMENT CHANGES, MODIFICATIONS AND AMENDMENTS

This Agreement may be changed, modified, or amended by written agreement executed by both parties.

SECTION 8. TERMINATION

Either party may terminate this Agreement upon 90 days' prior written notification to the other party.

SECTION 9. TERMINATION FOR CAUSE

If for any cause, either party fails to perform a material obligation of this Agreement in a timely and proper manner, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within fifteen (15) working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

SECTION 10. FORCE MAJEURE.

Either Party to this Agreement shall be excused from performance of any responsibilities and obligations under this Agreement, and shall not be liable for damages due to failure to perform, during the time and to the extent that it is prevented from performing by a cause directly or indirectly beyond its control, including, but not limited to: any incidence of fire, flood, earthquake, or acts of nature; strikes or labor actions; accidents, riots, insurrection, terrorism, or acts of war; order of any court of competent jurisdiction or authorized civil authority commandeering material, products, or facilities by the federal, state or local government; or national fuel shortage; when satisfactory evidence of such cause is presented to the other Party to this Agreement, and provided that such non-performance is beyond the control and is not due to the fault or negligence of the Party not performing.

SECTION 11. GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes and rules;
- b. Statement of work; and
- c. Any other provisions of the agreement, including materials incorporated by reference.

SECTION 12. NO THIRD PARTY BENEFICIARIES.

It is understood that this Agreement is solely for the benefit of the Parties hereto and gives no right to any other person or entity.

SECTION 13. ASSIGNMENT

The work to be provided under this Agreement will be assigned to a third-party contractor by the City pursuant to a separate written agreement between the City and the third-party contractor.

SECTION 14. WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

SECTION 15. SEVERABILITY

If any provision of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives originally contemplated by the Parties.

SECTION 16. CONTRACT MANAGEMENT

The program manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Program Manager for The Facility is:

Name Betty Sny
Title Transportation Coordinator
Care Facility Care Center, Ellensburg
Address 1050 East Mountain View Ave
Ellensburg, WA 98926
Ph 509- 925-4171

The Program Manager for the City is

Betsy Dunbar
Transit Manager
City of Ellensburg
501 N Anderson St.
Ellensburg
Ph 509-925-8680

SECTION 17. ENTIRE AGREEMENT.

This Agreement contains all the terms and conditions agreed upon by the parties, except as may be supplemented by subsequent written amendment to this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Care Facility

City of Ellensburg

Signature

By: Name _____

Signature

By: John Akers _____

City Manager

Title

Date

Title

Date

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Name

Terry Weiner, Ellensburg City Attorney

EXHIBIT A

Scope of Work

1. General Overview.

Within the City of Ellensburg, there is a need for 24/7/365 transportation for individuals who have non-emergency medical needs that cannot be met by Dial-A-Ride, Paratransit or conventional taxis.

2. Scope of Work.

2.1. In order to meet the needs of the community the following procedures are to be followed.

2.1.1. Appropriate use of the Cabulance service

- 2.1.1.1. Due to a medically based reason, the patient cannot use a taxi.
- 2.1.1.2. Emergency personnel determine a patient does not need emergency transport, but does need immediate accessible transport to a medical facility.
- 2.1.1.3. Due to a medically based prognosis, the patient must get to a medical facility in a timely manner that is not possible with Dial-A-Ride, Paratransit or a non-accessible taxi.
- 2.1.1.4. The trip is within the city limits of Ellensburg
- 2.1.1.5. Trip may be required at any time on any day.

2.1.2. Qualified Cabulance Trips

- 2.1.2.1. Non-emergency EMT calls requiring an accessible vehicle for immediate transport.
- 2.1.2.2. A non-emergency accessible trip between medical facilities.
- 2.1.2.3. Accessible vehicle trips needed to take a patient to their residence upon discharge.

2.1.3. Cabulance Trip Requirements

- 2.1.3.1. All trips must start and stop within the city limits of the City of Ellensburg.
- 2.1.3.2. A patient missing a trip on Dial-A-Ride or Paratransit does not justify a Cabulance trip.
- 2.1.3.3. A patient failing to schedule a Dial-A-Ride or Paratransit trip does not justify a Cabulance trip.
- 2.1.3.4. Cabulance trips cannot be used for scheduled appointments.
- 2.1.3.5. If a trip can be safely provided by Taxi, Dial-A-Ride or Paratransit, it does not qualify for the Cabulance service.

2.1.4. Authorized Requesters of Cabulance Trips

- 2.1.4.1. EMTs
- 2.1.4.2. Hospital professional staff including social workers, nurses, discharge personnel and doctors
- 2.1.4.3. Urgent or Family care clinic medical personnel.
- 2.1.4.4. Local Law Enforcement
- 2.1.4.5. Government entities will require an Interlocal agreement with the City of Ellensburg
- 2.1.4.6. Private entities will require a memorandum of understanding with the City of Ellensburg
- 2.1.4.7. Requester shall complete Part A of the Voucher prior to transport by the Cabulance. (see Exhibit B attached)

2.1.5. Cabulance Contractor Requirements

- 2.1.5.1.** Be available to provide service at any time, day and night.
- 2.1.5.2.** Collect information from medical or law enforcement personnel to complete Part A of the voucher. (see Exhibit B)
 - 2.1.5.2.1.** Verify that requesting site or agency is on the City list of facilities which have signed an Interlocal Agreement or Memorandum of Understanding with the City.
- 2.1.5.3.** Have an approved accessible vehicle available for all trips.
- 2.1.5.4.** Trip must start or end at a medical facility.
- 2.1.5.5.** Cabulance must arrive at the pick-up location within 30 minutes of receiving the request for service call.
- 2.1.5.6.** Provide SAFE, clean and efficient accessible transportation at all times.
- 2.1.5.7.** Complete Part B of the voucher prior to leaving the destination.
- 2.1.5.8.** Invoice the City of Ellensburg monthly, including completed vouchers as back-up. Deliver invoice to the Transit Manager by no later than the 10th of the month following the month of service.
- 2.1.5.9.** Meet all requirements of the RFP and Addendums
- 2.1.5.10.** Maintain copies vouchers and invoices for audit purposes.
- 2.1.5.11.** Forward copies of passenger or health care providers' complaints or complements to the City in a timely manner.

2.1.6. City of Ellensburg Responsibilities

- 2.1.6.1.** Provide the Cabulance operator with an approved list of medical providers
- 2.1.6.2.** Provide oversight to the contracted Cabulance operator.
- 2.1.6.3.** Provide public relations and news releases as noted in the RFP.
- 2.1.6.4.** Assist when appropriate in resolving service related complaints
- 2.1.6.5.** Pay invoices with completed vouchers within 20 days of approval by the Transit Manager

3. Contractor's Insurance Requirements.

3.1. General Requirements.

- 3.1.1.** The Contractor shall procure and maintain insurance, as required in this Section and consistent with its Operating Agreement with the City, without interruption from commencement of the Contractor's work through the term of the Operating Agreement.
- 3.1.2.** Contractor's maintenance of insurance, its scope for coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

3.2. Liability Limits. The Contractor is responsible to secure and maintain, at its own expense, the following types of insurance:

- 3.2.1. Commercial General Liability:** The Contractor shall provide and maintain general liability coverage for bodily injury (including but not limited to sexual abuse or molestation) and property damage of \$1,000,000 combined single limit for any one occurrence. The insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises,

operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.

3.2.2. Automobile Liability: The Contractor shall provide and maintain automobile liability coverage for all revenue and non-revenue vehicles used in the project for bodily injury and property damage to a combined single limit of \$1,000,000 for any one occurrence. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.

3.2.3. Workers Compensation: The Contractor shall provide coverage as required by the Industrial Insurance laws of the State of Washington.

3.2.4. Excess or Umbrella Liability: The Contractor shall provide excess or umbrella liability insurance coverage with limits of not less than \$5 million per occurrence and annual aggregate. The Excess or Umbrella Liability requirement and limits may be satisfied instead through the Contractor's Commercial General Liability and Automobile Liability insurance, or any combination thereof that achieves the overall required limits.

3.3. All insurance coverage required to be maintained or provided by the Contractor must be with insurance companies legally allowed to operate within the State of Washington. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII

3.4. Certificates of insurance (except unemployment insurance) are to be submitted to the City on an annual basis, or when expired, and immediately when carriers or coverage limits change.

3.5. All insurance costs shall be at the expense of the Contractor. Failure to maintain all insurance coverages as listed above at any time during the duration of the project may result in immediate termination of contract.

Exhibit B

Voucher

City of Ellensburg Cabulance Travel Voucher – One Way Trip
501 N. Anderson St.
Ellensburg, WA 98926

Date: _____

PART A:

Ride Request:

Name of Medical Facility or Health Care Provider Requesting Trip:

Name of Individual Making Request (please print) _____

Title of Individual Making Request (please print) _____

Pick-up location _____

Time Request was Made _____ **AM PM.**

Name of Passenger _____ **(please print)**

Passenger Address _____ **Ellensburg, WA 98926**

Passenger Date of Birth or Age _____

Signature of the requesting health care professional verifying the above information is true and correct:

PART B:

Drop-off location _____ **Ellensburg, WA 98926**

Time of Cabulance Drop-off _____ **AM PM**

Name of Responsible Party at Drop-off location _____ **(please print)**

Name of Cabulance Driver: _____ **(please print)**

Time of Cabulance arrival at Pick-up location _____ **AM PM.**

Signature of Responsible Party, or if none, the Passenger:



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: June 15, 2020

Item Title/Agenda Subject: Professional Services Consultant Agreement for the Engineering and Design of the Main Street Corridor Intersection Enhancements

Submitted by: Hunter Slyfield Public Works & Utilities

Recommended Action or Motion: Authorize the City Manager to execute the 'Cost Plus Fixed Fee' contract with Perteet Inc. in the amount of \$181,470.

Background/Summary:

Staff has performed a consultant selection for the engineering and design of the Main Street Corridor Intersection Enhancements project. Staff is requesting Council authorize the City Manager to execute the 'Local Agency A&E Professional Services Cost Plus Fixed Fee Consultant Agreement' with Perteet, Inc. for these services.

The City of Ellensburg was successful in securing grant funding for the Main Street Corridor Intersection Enhancements project in early 2019 through the Washington State Department of Transportation (WSDOT) City Safety Program. These are Federal Highway Administration grant funds administered by WSDOT. The proposed project will include Improvements to the existing traffic signals along Main Street at Manitoba Ave, 3rd Ave, 5th Ave, and University Way. This will also include installation of protected left turn signals, flashing yellow arrows, pedestrian push buttons and heads, new signal poles as needed, new signal heads, upgraded vehicle detection, ADA improvements, and new signal cabinets as needed. Re-timing and coordination of existing traffic signals along the Main Street corridor will be performed, along with the adjacent University Way and Water Street corridors.

The completed project estimate is \$1,269,600, with the grant funding 90% of preliminary engineering and 100% of construction. There will also be additional local funds contributed to preliminary engineering for a larger scope of

signal timing/coordination efforts. The anticipated project timeline shows design being completed in late 2020 with construction completed in the summer of 2021.

Previous Council Action:

At the February 4, 2019 regular meeting, Council adopted Resolution 2019-02 amending the Six-Year Transportation Improvement Plan (STIP) for 2019-2024 showing the project with secured funding. Council also authorized the Mayor and staff to execute any and all necessary grant paperwork associated with this project.

Analysis:

Staff selected the most qualified consultant by utilizing the competitive Request for Qualifications (RFQ) process for firms with experience in traffic signal engineering and street improvement projects. The consultants' Statements of Qualifications were rated and the top three firms were interviewed. After conducting interviews, Perteet, Inc. was selected with the highest rating from the interview scoring criteria.

Staff then negotiated a 'Cost Plus Fixed Fee' contract in the amount of \$181,470 to perform the work. The contract includes a topographic survey, geotechnical investigation and reporting, civil design, landscaping, stormwater design, stakeholder coordination, traffic signal corridor timing and bidding assistance associated with the project. The contract also includes a 'Management Reserve' of \$7,634.

WSDOT Local Programs has reviewed the agreement and has authorized the City to proceed with executing the contract.

Financial Impact:

The preliminary engineering and design is budgeted within the Arterial Street and Street Funds with the following breakdown:

- \$133,920 Grant Funds
- \$55,184 Local Funds (Match) - Arterial Street and Street Funds
 - \$22,964 Local Match for Preliminary Engineering
 - \$32,220 Additional Signal Re-Timing

- \$189,104 Total 'Maximum Amount Payable'

Attachments:

[20190236_Main St Corridor LAG Agmt_5-15-2020](#)

Local Agency A&E Professional Services Cost Plus Fixed Fee Consultant Agreement

Agreement Number:

Firm/Organization Legal Name (do not use dba's): Perteet, Inc.			
Address 2302 W Dolarway Rd, Ste 1, Ellensburg, WA 98926		Federal Aid Number HSIP-6949(006)	
UBI Number 601-288-065		Federal TIN 91-1505037	
Execution Date		Completion Date December 31, 2020	
1099 Form Required ☐ Yes ☒ No		Federal Participation ☒ Yes ☐ No	
Project Title Main Street Corridor Intersection Enhancements			
Description of Work See attached Exhibit "A", Scope of Work			
☐ Yes	☒ No	DBE Participation	Total Amount Authorized: \$181,470.00
☐ Yes	☒ No	MBE Participation	Management Reserve Fund: 7,634.00
☐ Yes	☒ No	WBE Participation	Maximum Amount Payable: \$189,104.00
☐ Yes	☒ No	SBE Participation	

Index of Exhibits

Exhibit A	Scope of Work
Exhibit B	DBE Participation - N/A
Exhibit C	Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D	Prime Consultant Cost Computations
Exhibit E	Sub-consultant Cost Computations
Exhibit F	Title VI Assurances
Exhibit G	Certification Documents
Exhibit H	Liability Insurance Increase - N/A
Exhibit I	Alleged Consultant Design Error Procedures
Exhibit J	Consultant Claim Procedures

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Agreement Number:

THIS AGREEMENT, made and entered into as shown in the “Execution Date” box on page one (1) of this AGREEMENT, between the CITY OF ELLENSBURG hereinafter called the “AGENCY,” and the “Firm / Organization Name” referenced on page one (1) of this AGREEMENT, hereinafter called the “CONSULTANT.”

WHEREAS, the AGENCY desires to accomplish the work referenced in “Description of Work” on page one (1) of this AGREEMENT and hereafter called the “SERVICES;” and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit “A” attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days’ notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit “A.”

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit “B” attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY’s “DBE Program Participation Plan” and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absence of a mandatory UDBE, the Consultant shall continue their outreach efforts to provide SBE firms maximum practicable opportunities.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation. Non-minority, woman owned DBEs does not count towards UDBE goal attainment.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit “C – Preparation and Delivery of Electronic Engineering and other Data.”

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:		If to CONSULTANT:	
Name:	Hunter Slyfield	Name:	Karissa Witthuhn
Agency:	City of Ellensburg	Agency:	Perteet, Inc.
Address:	501 N. Anderson St.	Address:	2302 W. Dolarway Rd., Suite 1
City:	Ellensburg State: WA Zip: 98926	City:	Ellensburg State: WA Zip: 98926
Email:	slyfieldh@ci.ellensburg.wa.us	Email:	karissa.witthuhn@perteet.com
Phone:	(509) 925-8631	Phone:	(509) 619-7033
Facsimile:		Facsimile:	(425) 339-6018

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT titled “Completion Date.”

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES, specified in Section II, "Scope of Work". The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov). The estimate in support of the Cost Plus Fixed Fee amount is attached hereto as Exhibits "D" and "E" and by this reference made part of this AGREEMENT.

A. Actual Costs: Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT'S actual cost plus a fixed fee. The actual cost shall include direct salary cost, indirect cost rate, and direct non-salary costs.

1. Direct (RAW) Labor Costs: The Direct (RAW) Labor Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.
2. Indirect Cost Rate (ICR) Costs: ICR Costs are those costs, other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the ICR rates shown in attached Exhibits "D" and "E" of this AGREEMENT. Total ICR payment shall be based on Actual Costs. The AGENCY agrees to reimburse the CONSULTANT the actual ICR costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.

A summary of the CONSULTANT'S cost estimate and the ICR percentage is shown in Exhibits "D" and "E", attached hereto and by this reference made part of this AGREEMENT. The CONSULTANT (prime and all A&E sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an ICR schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the ICR rate for billings received and paid during the fiscal year represented by the ICR schedule. It shall also be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's ICR cost to reflect the actual rate. The ICR schedule will be sent to Email: ConsultantRates@wsdot.wa.gov.

Failure to supply this information by either the prime CONSULTANT or any of their A&E sub-consultants shall cause the AGENCY to withhold payment of the billed ICR costs until such time as the required information is received and an overhead rate for billing purposes is approved.

The AGENCY's Project Manager and/or the Federal Government may perform an audit of the CONSULTANT'S books and records at any time during regular business hours to determine the actual ICR rate, if they so desire.

3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. (excluding Meals, which are reimbursed at the per diem rates identified in this section) These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

Agreement Number:

4. Fixed Fee: The Fixed Fee, which represents the CONSULTANT'S profit, is shown in attached Exhibits "D" and "E" of this AGREEMENT. This fee is based on the Scope of Work defined in this AGREEMENT and the estimated person-hours required to perform the stated Scope of Work. In the event the CONSULTANT enters into a supplemental AGREEMENT for additional work, the supplemental AGREEMENT may include provisions for the added costs and an appropriate additional fee. The Fixed Fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the Monthly Progress Reports accompanying the billings. Any portion of the Fixed Fee earned but not previously paid in the progress payments will be covered in the final payment, subject to the provisions of Section IX entitled "Termination of Agreement."
 5. Management Reserve Fund (MRF): The AGENCY may desire to establish MRF to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the MRF is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the MRF shall be made in accordance with Section XIII, "Extra Work."
 6. Maximum Total Amount Payable: The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the MRF. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- B. Monthly Progress Payments: The CONSULTANT may submit billings to the AGENCY for reimbursement of Actual Costs plus the ICR and calculated fee on a monthly basis during the progress of the work. Such billings shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, "General Requirements" of this AGREEMENT. The billings will be supported by an itemized listing for each item including Direct (RAW) Labor, Direct Non-Salary, and allowable ICR Costs to which will be added the prorated Fixed Fee. To provide a means of verifying the billed Direct (RAW) Labor costs for CONSULTANT employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, Direct (RAW) Labor rates, and present duties of those employees performing work on the PROJECT at the time of the interview.
- C. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent, if applicable, upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit; all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) working days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

D. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and/or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub-consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fixed fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgement between the parties.

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's

Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964
(42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973
(23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973
(29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975
(42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987
(Public Law 100-259)
- American with Disabilities Act of 1990
(42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "F" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "F" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged and any appropriate fixed fee percentage at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to

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Agreement Number:

date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without the CONSULTANT's or its employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs and appropriate fixed fee percentage in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee. The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold The State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and/or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers' and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and /or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. This waiver has been mutually negotiated between the Parties.

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Agreement Number:

Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor’s failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

- A. Worker’s compensation and employer’s liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any “Auto” (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker’s Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the “AIs”), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT’s and the sub-consultant’s and/or subcontractor’s insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: Hunter Slyfield
Agency: City of Ellensburg
Address: 501 N. Anderson St.
City: Ellensburg State: WA Zip: 98926
Email: slyfieldh@ci.ellensburg.wa.us
Phone: (509) 925-8631
Facsimile:

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT’s professional liability to the AGENCY, including that which may arise in reference to section IX “Termination of Agreement” of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT amount or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT’s professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V “Payment Provisions” until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIII. Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any “request for equitable adjustment,” hereafter referred to as “CLAIM,” under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI “Disputes” clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit “G-1(a and b)” are the Certifications of the CONSULTANT and the AGENCY, Exhibit “G-2” Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit “G-3” Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit “G-4” Certificate of Current Cost or Pricing Data. Exhibit “G-3” is required only in AGREEMENT’s over one hundred thousand dollars (\$100,000.00) and Exhibit “G-4” is required only in AGREEMENT’s over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III “General Requirements” prior to its performance of any SERVICES under this AGREEMENT.

XVII. Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

XVIII. Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT's contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, State security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties.

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT; or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and/or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENT 's, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbings, recordings, visual displays, photographs, minutes of meetings,

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Agreement Number:

tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, "ESI" means any and all computer data or electronic recorded media of any kind, including "Native Files", that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as: Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

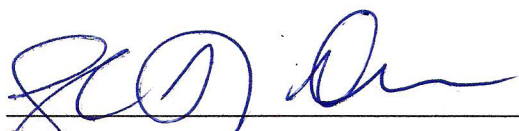
"Native files" are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified.

The CONSULTANT shall include this section XX "Records Maintenance" in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

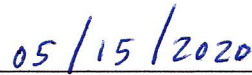
In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

Signature

Date



Signature



Date

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.

Agreement Number:

Exhibit A Scope of Work

Federal Aid No. HSIP-6949(006)

See attached Exhibit "A"

INTRODUCTION

The City of Ellensburg (City) plans to construct improvements at four intersections along the Main Street corridor: the intersections of Main Street and Manitoba Avenue, Third Avenue, Fifth Avenue, and University Way. Improvements will include installation of new signal heads, revised signal phasing to include protected/permissive left-turns and leading pedestrian intervals, new pedestrian pushbutton poles and accessible pushbuttons, new video/radar detection, new signal poles, new signal cabinets, new curb ramps, and minor drainage/utility work as needed to accommodate the project. The planned improvements vary at each intersection. The project will also include coordinated signal timing along the Main Street, University Way, and Water Street corridors.

The project is funded through the federal City Safety program and local funds. City Safety program funds will be used for preliminary engineering and traffic signal timing on the Main Street corridor. The City Safety program budget for the project is \$149,300 (including the local funds match amount of \$14,930) for preliminary engineering and \$1,135,200 for construction. Local funds will be used to prepare a coordinated signal timing plan for the University Way and Water Street corridors. The budget for signal timing engineering along the University Way and Water Street corridors is \$40,000.

The City is retaining Perteet, Inc. (Consultant) to prepare one combined bid package (plans, specifications, and cost estimate) for the construction of the traffic signal improvements at the intersections of Main Street and Manitoba Avenue, Third Avenue, Fifth Avenue, and University Way. Traffic signal timing along the Main Street, University Way, and Water Street corridors will be provided under the same professional services agreement.

The City plans advertise for bids in November of 2020 and to construct the project during the summer of 2021.

DESIGN STANDARDS

Design files, reports, documents and plans prepared as part of this Scope of Services, to the extent feasible, shall be developed in accordance with the latest edition and amendments to the following documents, as of the date this Agreement is signed:

- Standard Specifications for Road, Bridge, and Municipal Construction, 2020 English Edition, published by WSDOT and the Washington State Chapter APWA.
- Standard Plans for Road, Bridge, and Municipal Construction, (M 21-10), published by WSDOT.
- AASHTO: A Policy on Geometric Design of Highways and Streets (2018 Edition).
- 2009 Manual on Uniform Traffic Control Devices (MUTCD).
- Proposed Accessibility Guidelines for Pedestrian Facilities in the Public-Right-of-Way, July 26, 2011 (2011 PROWAG).
- Department of Ecology 2019 “Stormwater Management Manual for Eastern Washington” (SWMMEW).
- City of Ellensburg Public Works Standards, 2019 Edition.

TASKS

The following tasks will be performed under this Scope of Services:

- Task 1 – Project Management
- Task 2 – Geotechnical Investigation (HWA)
- Task 3 – Survey and Basemapping (Erlandsen)
- Task 4 – Data Gathering
- Task 5 – Main Street Corridor Traffic Signal Coordination (Fehr & Peers)
- Task 6 – Stormwater Memorandum
- Task 7 – 30% Design Submittal
- Task 8 – 60% Design Submittal
- Task 9 – 90% Design Submittal
- Task 10 – Final Design Submittal
- Task 11 – Bidding Assistance
- Task 12 (Optional) – Water Street Corridor Traffic Signal Coordination (Fehr & Peers)
- Task 13 (Optional) - University Way Corridor Traffic Signal Coordination (Fehr & Peers)
- Task 14 – Management Reserve

Task 1 – Project Management

The Consultant's project manager will be responsible to the City to ensure that the design is completed on schedule, is technically competent, and meets the City's needs and expectations.

Work Elements:

- Project setup.
- Facilitate project kickoff meeting to review:
 - Project goals
 - Key contacts, project stakeholders, and team responsibilities
 - Project budget
 - Project schedule
 - Project scope
- Prepare project schedule and updates.
- Attend bi-weekly project meetings.
- Manage subconsultant activities.
- Prepare monthly progress reports and invoices.

Assumptions:

- This contract duration shall be no longer than seven (7) months.
- Project kickoff meeting will be held at the City's office.
- The City and the Consultant will hold bi-weekly project coordination meetings. The Consultant project manager will attend up to fourteen (14) bi-weekly project coordination meetings. Consultant design team members will attend bi-weekly coordination meetings as needed.
- The Consultant will prepare up to two (2) project schedule updates.
- The Consultant will coordinate with subconsultants via e-mails, meetings, and phone calls.

- The Consultant will prepare its invoices and progress reports monthly.
- A maximum of seven (7) progress reports and invoices will be prepared.

Deliverables:

- Kickoff Meeting Agenda and Minutes (PDF)
- Project Schedule (Microsoft Project format, PDF)
- Monthly Progress Reports and Invoices (hard copy, PDF)

Task 2 – Geotechnical Investigation (HWA Geosciences)

See attached Exhibit A-1.

Task 3 – Survey and Basemapping (Erlandsen)

See attached Exhibit A-2.

Task 4 – Data Gathering

Work Elements:

- The Consultant project manager, designer, and traffic signal QC person will conduct one (1) site visit, accompanied by a City traffic signal technician and other City staff (as determined by the City project manager) in order to review and confirm the presence and condition of existing traffic signal equipment and facilities.
- The Consultant will review existing traffic signal wiring diagrams provided by the City.

Assumptions:

- The site visit will be completed on a single day.

Deliverables:

- Notes from site visit (PDF)

Task 5 – Main Street Corridor Traffic Signal Coordination (Fehr & Peers)

See attached Exhibit A-3.

Task 6 – Stormwater Memorandum

This task will provide an analysis of the stormwater minimum requirements associated with the proposed intersection improvements. This task will not include a hydraulic analysis of the stormwater runoff since the proposed improvements primarily consist of traffic signal modifications, and changes to impervious areas will be minor and will not trigger the thresholds for water quality treatment and flow control.

Work Elements:

- Prepare a Technical Memorandum for the project documenting compliance with or exemption from the Core Elements.

Assumptions:

- The project will be designed in accordance with City of Ellensburg standards and the Stormwater Management Manual for Eastern Washington (SWMMEW).
- The project will not trigger flow control requirements.
- The project will not trigger water quality treatment requirements.
- The Technical Memo will undergo one (1) review cycle. The Consultant will prepare a draft and final.
- Pipe capacity calculations will not be required as changes to the existing system are expected to be minimal (such as replacing an existing catch basin) or none.

Deliverables:

- Draft and Final Drainage Technical Memo (Electronic PDF)

Tasks 7 thru 10 – Design Submittals

Assumptions:

- Many components of the existing traffic signal systems will be re-used.
- The opinions of cost will be based on unit prices, incorporate contingencies to account for the level of completeness of plan preparation for each submittal, and reflect past experience on similar projects within the region. In providing opinions of probable construction cost, the City understands that the Consultant has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the Consultant's opinions of probable construction costs are made on the basis of the Consultant's professional judgment and experience. The Consultant makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from the Consultant's opinion of probable construction cost.
- Proposed improvements will not extend beyond the existing right-of-way and/or City-owned easements.
- The City's GIS information for existing right-of-way will be used in the plans.
- The City will provide its standard contracting templates and bidding documents to the Consultant for inclusion in the project manual.
- Best Management Practices (BMPs) for erosion control are expected to be minimal and may only include inlet protection. BMPs will be addressed by a general note on the plan sheets but will not be shown in plan view.
- In locations where the existing signal pole and mast arm will remain and equipment that is mounted to the mast arm will be removed or relocated, or new equipment will be added to the mast arm, the plan view information will include: existing signal pole and mast arm locations, with depictions of existing and proposed signal heads, detection cameras, and other equipment mounted on the mast arm.
- In locations where existing signal poles and mast arms will be completely replaced, the new mast arm and equipment will be shown and the existing equipment will not be shown.
- In locations where existing signal poles and mast arms will remain but equipment mounted to the mast arm will not be removed or relocated, and new equipment is not being added, minimal detail about existing equipment will be shown.

- 30%, 60% and 90% plan submittals may not include all of the plan sheets required for construction. The final plans will consist of approximately thirty-one (31) plan sheets, as follows:
 - a. Cover Sheet (1 sheet, not to scale)
 - b. Abbreviations/Legend Sheet (1 sheet, not to scale)
 - c. Survey Control Plan Sheet (1 sheet, not to scale)
 - d. Curb Ramp Plans (2 sheets, 1"=20')

These plans will identify sawcut and replacement of existing curb and gutter, sidewalk, curb ramps and pavement associated curb ramp replacement. Curb ramp replacement is expected at the intersections of Main Street and 3rd Avenue and Main Street and Manitoba Avenue only.
 - e. Typical Sections and Miscellaneous Details (2 sheets, not to scale)

Two sheets for the typical section, curb ramps and other miscellaneous details are included.
 - f. Signal and Illumination Plan and Detail Sheets (14 sheets, scale varies)

These plans will identify removal of existing signal equipment, layout for proposed signal/illumination poles, pedestrian push buttons/poles, junction boxes, signal equipment and wiring diagrams. Where new equipment will be added to existing signal mast arms, existing signal equipment will be clearly identified. Where existing signal poles are to remain without modification, detailed information pertaining to signal heads and other equipment on those poles will not be provided. Illumination design will be limited to mounting luminaires on signal poles and illumination analysis is not required. Two sheets to document signal equipment details are included.
 - g. Channelization and Signing Plan and Detail Sheets (5 sheets, 1"=40')

These plans will include channelization and signing for the project, including sign tables documenting sign type, size and location. One sheet to document details for channelization and signing is included.
 - h. Temporary Traffic Control (5 sheets, scale varies)

These plans will identify a temporary pedestrian route during construction and vehicle traffic lane revision plans. One detail sheet will be included.

Task 7 – 30% Design Submittal

The 30% submittal will consist of project footprint (plan view) information and an opinion of cost. The 30% design level plans will show signal poles, mast arms, signal heads, cameras, luminaires, and controller cabinets to be removed and to be constructed in plan view; proposed curb ramps and associated curb, gutter, sidewalk, and pavement replacement and catch basin adjustments; and proposed channelization. All vertical information, traffic signal section views, station/offset callouts, and details are excluded from this submittal. The 30% plans will consist of approximately fourteen (14) plan sheets.

Work Elements:

- Prepare 30% design-level plans.
- Prepare 30% design-level opinion of cost.
- Complete signal basis of design form.

Assumptions:

- The City will finalize the general geometric layout of the proposed improvements, such as signal pole foundation locations, through the development and review of the 30% submittal. The layout shall not be

substantially modified in a later design phase. A substantial change in the layout will constitute a change in scope and will allow the Consultant to negotiate additional compensation for the change.

- The City will circulate the 30% plans to the various City utility divisions (such as water, power, and gas) and franchise utilities, to review and confirm that their respective facilities are shown correctly on the plans.
- A project manual will not be provided at the 30% design level.

Deliverables:

- 30% design-level plan view (half-size, PDF)
- 30% design-level opinion of cost (PDF)
- Signal basis of design worksheet (PDF)

Task 8 – 60% Design Submittal

The 60% plans will consist of project plan information that is considered to be constructible as shown, but not all of the information needed for construction, such as station and offset callouts, will be provided. Conduit runs will be shown, and existing conduit to be reused will be identified separately from new conduit. The traffic signal plan view sheets will include a table showing the quantity of traffic signal components to be provided by the contractor at each intersection, such as signal heads, pedestrian pushbuttons, and controller cabinets. Some detail sheets are excluded from this submittal. The 60% design-level plans will consist of approximately twenty (20) plan sheets.

Work Elements:

- Respond to City comments on 30% design submittal.
- Prepare 60% design-level plans.
- Prepare 60% design-level opinion of cost.

Assumptions:

- A list of special provisions will be provided at the 60% design-level.

Deliverables:

- 60% design-level plans (half-size, PDF)
- 60% design-level opinion of cost (PDF)
- List of special provisions (PDF)

Task 9 – 90% Design Submittal

The 90% plans will consist of project plan information, construction notes, elevation information, and details needed for construction. The 90% design-level plans will consist of approximately thirty-one (31) plan sheets.

Work Elements:

- Respond to City comments on 60% design submittal.
- Prepare 90% design-level plans.
- Prepare 90% design-level opinion of cost.
- Prepare 90% design-level project manual, including special provisions and City boilerplate documents.

Deliverables:

- 90% design-level plans (half-size (11"x17")), PDF)
- 90% design-level opinion of cost (PDF)
- 90% design-level project manual (PDF)

Task 10 – Final Design Submittal

The final plans and project manual will be bid-ready.

Work Elements:

- Prepare final, bid ready plans.
- Prepare a final opinion of cost.
- Prepare final, bid ready project manual.

Deliverables:

- Bid-ready plans (1 signed, full-size (22"x34") hard copy; 1 signed, half-size (11"x17") hard copy; signed, half-size PDF)
- Final opinion of cost (1 hard copy, PDF)
- Bid-ready project manual (1 signed hard copy, PDF)

Task 11 – Bidding Assistance**Work Elements:**

- Respond to Contractor questions, as requested by the City, during the bidding process.
- Prepare addenda during the bidding process.
- If addenda are issued during the bidding process, the Consultant will prepare conformed construction documents that incorporate the changes made by addendum during the bidding process.
- Review bid tabs and recommend contract award.

Assumptions:

- The effort for the preparation of addenda and conformed construction documents is limited to the fee identified in the attached fee schedule.

Deliverables:

- Electronic copies of addenda in PDF format, if required.
- If addenda are issued, the Consultant will provide one (1) hard copy and one (1) electronic copy in PDF format of conformed contract plans and specifications.
- Letter of recommendation for contract award (PDF)

Task 12 (Optional) – Water Street Corridor Traffic Signal Coordination (Fehr & Peers)

See attached Exhibit A-4.

Task 13 (Optional) - University Way Corridor Traffic Signal Coordination (Fehr & Peers)

See attached Exhibit A-5.

Task 14 – Management Reserve

The Consultant may perform additional services at the request of the City, after written authorization has been given by the City and the scope of service has been defined and agreed to.

Items to be furnished by the City

- Consolidated plan review comments at each submittal
- Specification boilerplates and front end documents
- NEPA CE Documentation
- Wiring diagram for each traffic signal (four (4) total)
- GIS information for existing right-of-way, to be used in the plans

Optional Services (not included in this scope of work)

- ALTA Survey
- ROW Plans and Acquisition
- ROW/boundary survey
- Construction administration, observation, and management
- Cultural resources reporting (such as discipline reports to support NEPA documentation)
- Traffic volume and turning movement counts
- Maximum Extent Feasible (MEF) documentation

April 29, 2020
HWA Proposal No. 2020-P057-21

Perteet Inc.
2302 W Dollarway Road
Suite 1
Ellensburg, Washington 98926

Attention: Karissa Witthuhn, P.E.

Regarding: **GEOTECHNICAL SERVICES**
3RD AND MAIN AND 5TH AND MAIN INTERSECTIONS
ELLENSBURG, WASHINGTON

Dear Karissa,

HWA GeoSciences Inc. (HWA) is pleased to present this proposal for geotechnical engineering services for the proposed 3rd and Main and 5th and Main Intersection Improvements project in Ellensburg, Washington.

We understand that the city of Ellensburg proposes to improve the existing intersections of 3rd and Main and 5th and Main. The proposed improvements will include new signalization and sidewalk improvements. Existing geotechnical data is available at the intersection of 5th and Main. However, no geotechnical information is available at the intersection of 3rd and Main. The City of Ellensburg has chosen to utilize the existing subsurface data from the intersection of 5th and Main for both intersections, without conducting any additional geotechnical borings. Based on our project understanding, HWA proposes the following geotechnical scope of services to assist in the design of these improvements.

SCOPE OF WORK

1. **Review Available Soil Information:** HWA will review all readily available geotechnical information from the vicinity of the proposed project. This will include a review of available geologic maps, online databases, and HWA's library of geotechnical explorations to provide insight into the site soil conditions.
2. **Geotechnical Engineering Recommendations:** HWA will provide generalized geotechnical engineering recommendations with respect to the proposed improvements. These analyses will include development of signal pole design recommendations for both intersections. Per direction of the city, HWA will assume the soil and groundwater conditions at both intersections match those encountered in previous exploration conducted at 5th and Main.

3. **Prepare Draft and Final Report:** HWA will prepare a draft geotechnical engineering report summarizing the results of our conclusions and recommendations. We will finalize our report after receiving any review comments from the design team.
4. **Task Management:** HWA will provide project management and correspondence with the design team as necessary. We will provide progress reports with each monthly invoice, upon request.

ASSUMPTIONS

- No field explanations will be completed in support of this project. All recommendations will be completed based on existing subsurface data.
- HWA does not guarantee the subsurface soil and groundwater conditions at the intersection of 3rd and Main are the same as 5th and Main.
- No stormwater analysis will be completed.
- No in-person meetings will be required.

COST ESTIMATE

Based on our understanding of the project and assumed site conditions, we propose to provide the above geotechnical engineering scope of services on a time and materials basis not to exceed **\$3,839**. However, if during the project unexpected conditions are revealed that require alteration of our work scope, or the Client or Owner request analyses and evaluations which would require a level of effort beyond the scope of our proposed study and budget, we will contact you immediately to discuss any necessary modifications to our scope of services and/or budget estimate. A summary of our estimated costs are presented on the attached spreadsheet.



We appreciate the opportunity to present this proposal for services on this project. If you have any questions regarding this proposal, or need additional information, please do not hesitate to contact us.

Sincerely,
HWA GeoSciences Inc.

A handwritten signature in cursive script, reading "Donald J. Huling".

Donald J. Huling, P.E.
Geotechnical Engineer, Principal



250 Simon Street SE
East Wenatchee, WA 98802

Phone: 509.884.2562
Fax: 509.884.2814

www.erlandsen.com

SIGNAL IMPROVEMENT PROJECT Ellensburg WA

May 7, 2020

TASK 1: Field Survey:

- Field survey control
- Topographic mapping
as described on attached exhibits.
- Utility locate 811 one-call

Estimated fee: \$5,000.00

TASK 2: Topographic mapping:

- Prepare ACAD mapping

Estimated fee: \$5,400.00

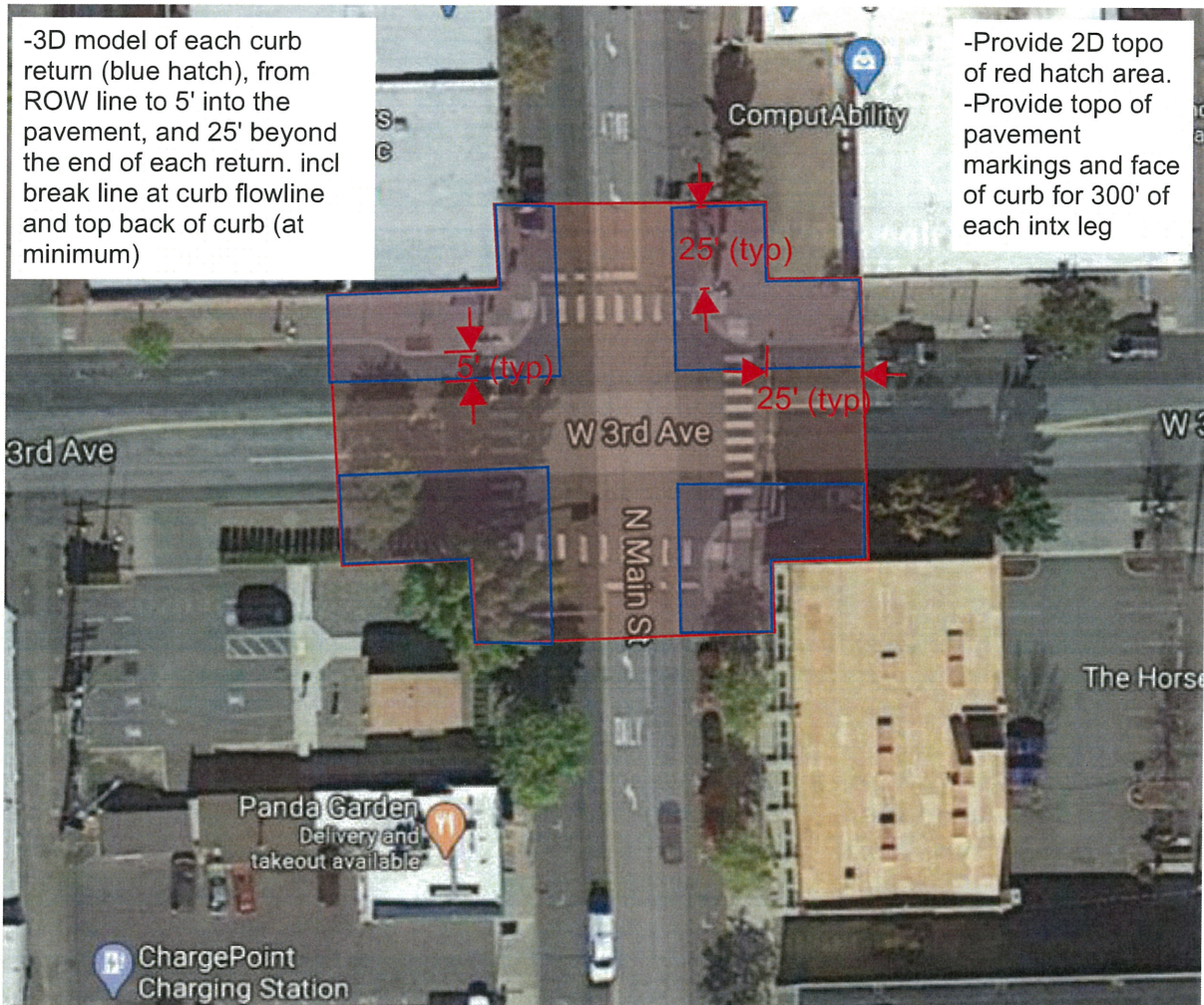
Estimated fee: \$10,400.00

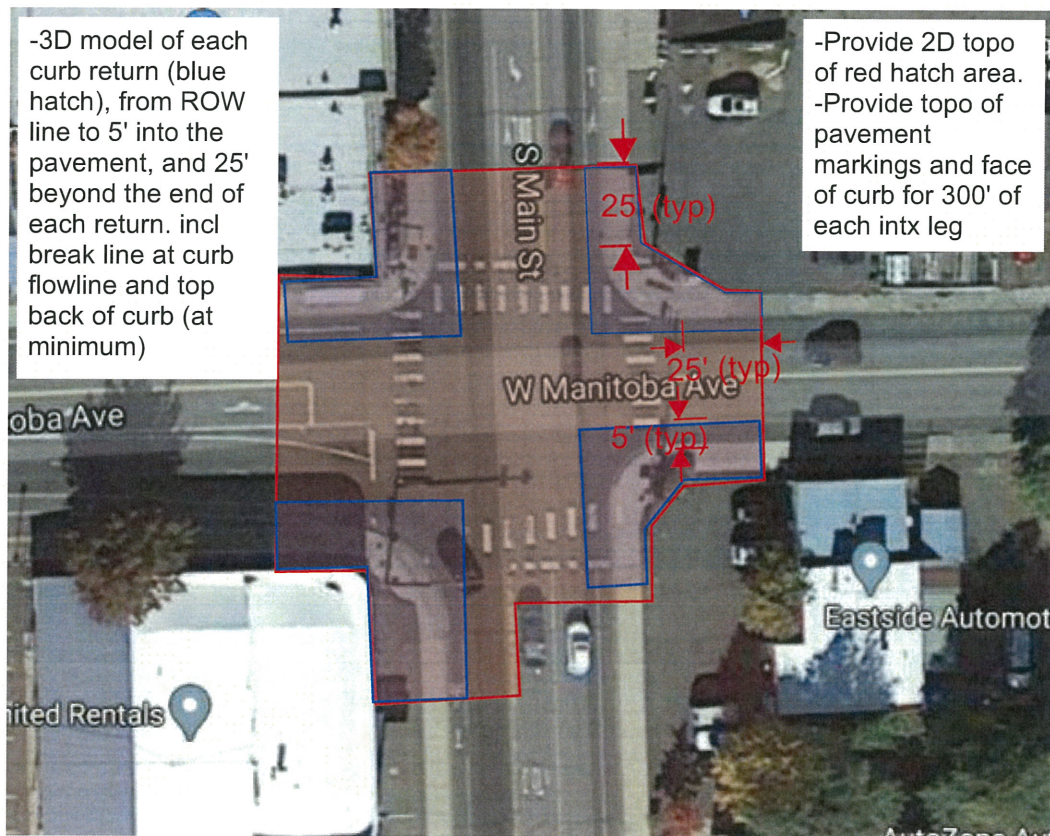
NOTES:

- No right of way or parcel boundary determination is included in this proposal.
- Structure invert measurements are not included.
- Mapping deliverable will be Civil3D ACAD horizontal and vertical datums NAD83(1991) and NAVD-88.

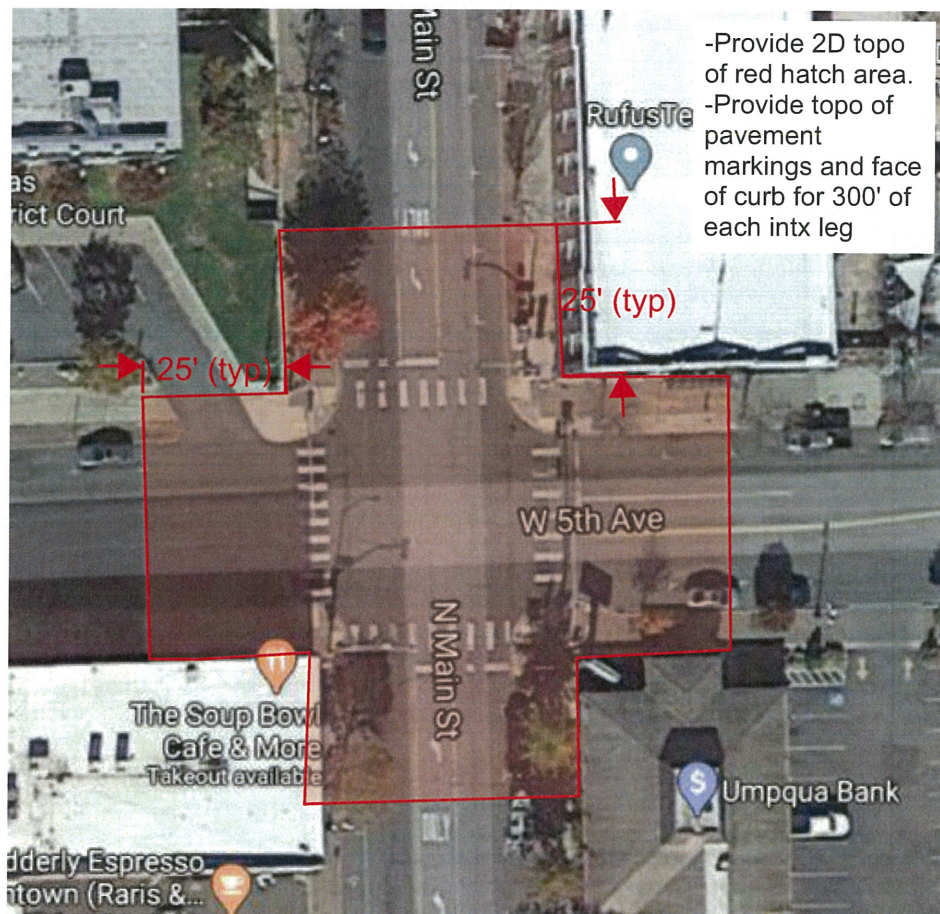


Wes Potridge, PLS
Project Surveyor









Date: April 29, 2020
To: Karissa Witthuhn, Perteet
From: Daniel Dye & Josh Peterman, Fehr & Peers
Subject: Ellensburg Main St Corridor Signal Coordination Scope (Draft)

P20-1394

Project Understanding

Fehr & Peers is joining the Perteet team for the Ellensburg Main Street Corridor Intersection Enhancements Project. Fehr & Peers will focus solely on the signal coordination and timing plans for the Main Street Corridor. If funding allows, Fehr & Peers will complete optional tasks to coordinate the Water Street and/or the University Way Corridors (see Exhibit A-4 and A-5 respectively). We understand that timing plans will be completed for the weekday AM and PM peak periods.

Pandemic Related Schedule Flexibility and Traffic Counts

Because of the ongoing coronavirus/COVID-19 pandemic, Stay Home Stay Healthy orders, and subsequent cancellation of on-campus instruction at Central Washington University for the Spring quarter, some flexibility is included in the scope and schedule presented here.

With any signal coordination project, more detailed and precise existing conditions volume inputs lead to more efficient signal timing plans. CWU is currently anticipated to be dismissed from in-person instruction through the spring quarter, so existing condition counts will likely be lower than normal school year conditions until on-campus instruction returns (potentially Fall Quarter classes beginning September 23, 2020).

In an ideal scenario, traffic counts would be collected prior to the completion of an existing conditions model with normal school-year traffic volumes. However, Fehr & Peers does have a database of tube counts and estimated turning counts from our work on Ellensburg's 2017 Comprehensive Plan. We plan to build our existing conditions model based on that 2017 data, with the hopes that "normal" condition counts can be completed prior to delivering draft signal timing plans later in the project. We understand that Perteet plans to collect traffic counts and we have not included a budget for counts.

Study Intersections

The following eight signalized intersections on the Main Street corridor will be retimed and coordinated for the AM and PM peak periods:



1. University Way
2. 5th Avenue
3. 3rd Avenue
4. 1st Avenue (Half/pedestrian signal)
5. Capitol Avenue
6. Manitoba Avenue
7. Mountain View Avenue
8. Umptanum Road (Canyon Road)

Task 5.1- Traffic Volumes & Existing Plans

Updating Traffic Volumes

Fehr & Peers will update 2017 traffic counts and information used in the comprehensive plan. This task will include adjusting counts from 2017 to 2020 by applying an appropriate growth rate, as well as estimating AM peak hour turning movement counts based on the tube counts provided by Ellensburg staff in 2017. The growth rate will be based on either a comparison of 2017 and 2019/2020 counts if the City has those available for intersections along the corridor, or the modeling work Fehr & Peers performed during the Comprehensive Plan Update if direct counts are not available. If updated counts are available from the City, these will be incorporated in any volume processing.

Optional Task- Streetlight Big Data Turning Movement Counts

Fehr & Peers is utilizing our internal research and development initiatives to evaluate and calibrate a new resource available from one of our Big Data providers. Streetlight Data uses anonymous cellphone location data to estimate turning movement counts at intersections based on an entire year worth of data, as opposed to the traditional one-day count. One day counts are known to routinely vary by 10% or more, which could affect the efficiency of any new signal timing plan. The Streetlight Data information can provide an idea of variability in traffic volumes, as well as provide information from before traffic volumes reduced due to the pandemic. While we would not recommend using this data for every intersection, analyzing this data at a few key intersections (such as either end of the Main Street Corridor) could prove helpful in adjusting traffic counts collected during reduced travel, over the summer, or for adjusting past counts to represent more recent conditions. This data would also help calibrate volume estimates for different times of day. The cost for this data purchase and processing time is approximately \$1,000 per intersection.

City Data

Fehr & Peers currently has a 2017 PM existing conditions Synchro network built with the intersections included in the Comprehensive Plan. We will need any signal timing plans that have been updated since 2017, as well as signal timing plans for signals not modeled previously, such



as for crosswalk only/half signal installations. Additionally, any traffic counts taken since 2017 will be helpful in calibrating existing volumes.

Task 5.2- Model Development

Existing Conditions Model

Fehr & Peers will update the Synchro models used for the 2017 Comprehensive Plan. The PM model will likely need only minor updates, including any updated signal timing, including the half signal at 1st Avenue, and updating traffic volumes based on Task 1. The AM model will require updates to incorporate existing signal timing and estimated traffic volumes.

Since normal traffic volumes are not likely until at least the fall, we propose to review the results of the existing conditions model with Ellensburg Staff. Topics will include queuing at each intersection, congestion hotspots, and average speeds. Adjustments to the existing conditions model will be made based on Staff feedback.

Flexible Schedule Field Observations

Depending on the timing of a return to “normal” or near normal traffic volumes, Fehr & Peers staff will visit the corridor to observe existing conditions and gain further information for calibrating and adjusting the Synchro models. We will rely on Ellensburg Staff to inform us if things are nearing normal so we can schedule a trip for field observations. If a return to normal or near normal volumes does not align with the overall project schedule, the effort for this task will likely be reallocated to the fine tuning portion of Task 3, as we would expect more field calibration would be necessary. These observations could include the following:

- Driving the corridor at least once during each peak period to confirm average speeds, congestion “hot spots”, number of times stopped due to traffic signals, and travel time.*
- Where the model indicates over-saturation or queue spillback, we could perform field observations to see if this is the case*

Design Meeting

Fehr & Peers will develop the existing conditions model and coordinate with Ellensburg Staff to determine traffic congestion hotspots prior to Perteet’s 30% design meeting. Fehr & Peers will develop recommendations for left turn pocket lengths, potential tweaks to signal phasing (such as protected left turns, signal overlaps, etc.), or other traffic operations results that should be incorporated in the physical designs. Fehr & Peers staff will attend this meeting via teleconference to provide input from the traffic operations modeling.



Signal Timing Recommendations and Draft Timing Sheets

Once the Existing Conditions Model is accepted, we will prepare recommendations for revised signal timings. First, we will examine base timing parameters. We will confirm the following signal timing parameters based on guidance from the Manual on Uniform Traffic Control Devices: Yellow, All-Red, Walk, Flash Don't Walk, Minimum Green, Added Initial for Bicycles and Maximum Green. We assume that other settings (preemption, detection inputs, start-up parameters etc.) will remain as-is.

Once that is complete, we will prepare recommendations for new or updated time-of day plans, including cycle length, phase splits, and offsets. This will be based on an examination of critical intersections, time-space diagrams, and will consider lead-lag or phase re-ordering as a last resort to help with progression. Once the Proposed Signal Timing Models are complete, we will deliver them to the City for review. We will meet with the City via teleconference to discuss results, and will revise the recommendations once, based on City comments.

Based on the signal timing recommendations, we will prepare a set of proposed signal timing sheets for each of the intersections. Before implementation, we will deliver the timing sheets to the City for review.

Task 5.3- Field Fine Tuning

We assume that signal timing implementation will be completed by Ellensburg staff. Fehr & Peers staff will schedule a visit to help fine-tune the timing at each intersection and make minor adjustments to settings in the field as needed. We suggest Ellensburg staff implement timings at noon on a weekday and observe/adjust the signal operations that evening and the following morning.

Any field adjustments would be copied to timing sheets, then we would suggest a settle-in period. We would observe issues brought to us by the City.

Task 5.4- Final Timing Sheets and Technical Memo

This task includes delivery of a final set of signal timings to the City that incorporates all the changes made during the fine-tuning period. Under this task we will also make these changes to the traffic model and deliver a final Synchro model to the City.

At the end of the project, we will provide a brief technical memo that details the existing conditions and modeled LOS results, proposed signal timing changes, and updated model LOS results based on the updated timing. The memo itself is expected to be short, but technical appendices will include Synchro LOS reports, timing reports, signal timing sheets, etc.



Schedule

Flexibility will be key for this project in order to ensure that the most efficient signal timing plans can be completed that reflect "normal" traffic volumes and patterns. We plan to build the existing traffic models and be prepared for the 30% design meeting within two months of notice to proceed.

Signal timing recommendations could be completed within a month following the 30% design meeting, but there may be advantages to pausing the project in order to wait for fall classes at CWU to begin/see if traffic volumes and congestion return to normal. Fehr & Peers will coordinate closely with the project team on this schedule.

Once the initial signal timing recommendations are completed, Fehr & Peers will coordinate with Ellensburg Staff to schedule the field implementation and fine-tuning tasks. We understand that this task will likely occur after physical improvements to the traffic signals are implemented.

Fee

The fee is separated in by the three corridors to provide flexibility in which, if any, optional corridors are retimed. The fee assumes no traffic data costs by Fehr & Peers and includes one day trip to observe existing conditions on all corridors and two overnight trips for field implementation as it is unlikely that all three corridors could be fine-tuned over one AM/PM peak period . The budget also does not include any costs for the optional big data Streetlight turning movement counts.

Date: April 29, 2020
To: Karissa Witthuhn, Perteet
From: Daniel Dye & Josh Peterman, Fehr & Peers
Subject: Ellensburg Signal Coordination Scope

P20-1394

Optional Tasks-Additional Corridors

If funding allows, Fehr & Peers could perform the same four tasks as shown in Exhibit A-3 for the Water Street corridor. We understand that these optional tasks would not proceed without written authorization from Perteet and the City of Ellensburg. This work would be invoiced separately due to different funding sources.

Task 12: Water Street Corridor

This optional corridor would include the retiming and coordination of the following signals along Water Street:

1. University Way
2. 5th Avenue
3. 3rd Avenue
4. Capitol Avenue

Tasks for the Water Street corridor would be 12.1-12.4 (same scope as Tasks 5.1-5.4)

Schedule

Flexibility will be key for this project in order to ensure that the most efficient signal timing plans can be completed that reflect “normal” traffic volumes and patterns. We plan to build the existing traffic models and be prepared for the 30% design meeting within two months of notice to proceed.

Signal timing recommendations could be completed within a month following the 30% design meeting, but there may be advantages to pausing the project in order to wait for fall classes at CWU to begin/see if traffic volumes and congestion return to normal. Fehr & Peers will coordinate closely with the project team on this schedule.



Once the initial signal timing recommendations are completed, Fehr & Peers will coordinate with Ellensburg Staff to schedule the field implementation and fine-tuning tasks. We understand that this task will likely occur after physical improvements to the traffic signals are implemented.

Fee

The attached fee is separated in by the three corridors to provide flexibility in which, if any, optional corridors are retimed. The fee assumes no traffic data costs by Fehr & Peers and includes one day trip to observe existing conditions on all corridors and two overnight trips for field implementation as it is unlikely that all three corridors could be fine-tuned over one AM/PM peak period . The budget also does not include any costs for the optional big data Streetlight turning movement counts.

Date: April 29, 2020
To: Karissa Witthuhn, Perteet
From: Daniel Dye & Josh Peterman, Fehr & Peers
Subject: **Ellensburg Signal Coordination Scope**

P20-1394

Optional Tasks-Additional Corridors

If funding allows, Fehr & Peers could perform the same four tasks as shown in Exhibit A-3 for the University Way corridor. We understand that these optional tasks would not proceed without written authorization from Perteet and the City of Ellensburg. This work would be invoiced separately due to different funding sources.

Task 13: University Way Corridor

This optional corridor would include the retiming and coordination of the following signals along University Way:

1. *Water Street*
2. *Main Street*
3. *Crosswalk Signal (east of Pine Street)*
4. *Wildcat Way/Sprague Street*
5. *Crosswalk Signal (east of Anderson Street)*
6. *Walnut Street*
7. *Chestnut Street*
8. *Alder Street*

Tasks for the University Way corridor would be 13.1-13.4 (same scope as Tasks 5.1-5.4)

Schedule

Flexibility will be key for this project in order to ensure that the most efficient signal timing plans can be completed that reflect "normal" traffic volumes and patterns. We plan to build the existing traffic models and be prepared for the 30% design meeting within two months of notice to proceed.

Signal timing recommendations could be completed within a month following the 30% design meeting, but there may be advantages to pausing the project in order to wait for fall classes at



CWU to begin/see if traffic volumes and congestion return to normal. Fehr & Peers will coordinate closely with the project team on this schedule.

Once the initial signal timing recommendations are completed, Fehr & Peers will coordinate with Ellensburg Staff to schedule the field implementation and fine-tuning tasks. We understand that this task will likely occur after physical improvements to the traffic signals are implemented.

Fee

The attached fee is separated in by the three corridors to provide flexibility in which, if any, optional corridors are retimed. The fee assumes no traffic data costs by Fehr & Peers and includes one day trip to observe existing conditions on all corridors and two overnight trips for field implementation as it is unlikely that all three corridors could be fine-tuned over one AM/PM peak period . The budget also does not include any costs for the optional big data Streetlight turning movement counts.

Exhibit B

DBE Participation

No goal has been assigned for DBE participation on this agreement.

Exhibit C

Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

B. Roadway Design Files

C. Computer Aided Drafting Files

D. Specify the Agency's Right to Review Product with the Consultant

E. Specify the Electronic Deliverables to Be Provided to the Agency

F. Specify What Agency Furnished Services and Information Is to Be Provided

II. Any Other Electronic Files to Be Provided

III. Methods to Electronically Exchange Data

A. Agency Software Suite

B. Electronic Messaging System

C. File Transfers Format

Exhibit D
Prime Consultant Cost Computations

See attached Exhibit "D"



Consultant Fee Determination Summary

2707 Colby Avenue, Suite 900, Everett, WA 98201 | P 425.252.7700

Project: Ellensburg - Main St Corridor Signal Upgrades

Client: City of Ellensburg

Hourly Costs Plus Fixed Fee Estimate

<u>Classification</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Sr. Associate	58.00	67.00	\$3,886
Lead Engineer / Mgr	190.00	52.00	\$9,880
Engineer II	365.00	36.00	\$13,140
Lead Technician/Designer	173.00	46.00	\$7,958
Accountant	8.00	41.00	\$328
Total Direct Salary Costs	794.00		\$35,192
Overhead @		189.23%	\$66,594
Fixed Fee @		30.00%	\$10,558
Total Labor Costs			\$112,344

Reimbursables

<u>Expenses</u>	<u>Amount</u>
Total Expenses	\$0

<u>In-House Costs</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
Total In-House Costs			\$0

Subconsultants

<u>Subconsultants</u>	<u>Cost</u>	<u>Markup</u>	<u>Amount</u>
Erlandsen	\$10,389.00	1.00	\$10,389.00
Fehr & Peers	\$54,898.00	1.00	\$54,898.00
HWA GeoSciences Inc	\$3,839.00	1.00	\$3,839.00
Total Subconsultants	\$69,126.00		\$69,126.00

Other

Management Reserve	\$7,634.00
Total Other Costs	\$7,634.00

CONTRACT TOTAL	\$189,104.00
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Rates shown reflect the typical compensation rate of employees assigned to the billing category listed. Each category may have multiple employees assigned to that billing category and each employee may have a different hourly rate of pay. Employee compensation is subject to adjustment in June of each calendar year.

Prepared By: Karissa S. Witthuhn

Date: May 15, 2020

Exhibit E

Sub-consultant Cost Computations

The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI “Sub-Contracting” of this AGREEMENT.

Subconsultants providing services on this agreement include:

HWA GeoSciences, Inc.
Erlandsen
Fehr & Peers

Exhibit E-1

Subconsultant Fee Determination - Summary Sheet

Project: 3rd and Main and 5th and Main street Intersection Improvements

Subconsultant: HWA Geosciences Inc.

DIRECT SALARY RATES

<u>Classification</u>	<u>Hours</u>		<u>Rate</u>		<u>Cost</u>
Geotechnical Engineer VI	10	x	\$72.00	=	\$720
Geotechnical Engineer V	0	x	\$55.00	=	\$0
Geotechnical Engineer II	12	x	\$38.00	=	\$456
Geologist I	0	x	\$34.00	=	\$0
CAD	2	x	\$28.00	=	\$56
ADMIN	1	x	\$25.00	=	\$25
Direct Salary Costs				=	\$1,257
DSC X Overhead				175.44%	= \$2,205
DSC X Fee				30.00%	= \$377
Subtotal				=	\$3,839

REIMBURSABLES

\$0

TOTAL REIMBURSABLE COST = \$0

CONTRACT TOTAL = \$3,839

Prepared By: Donald Huling

Date: May 13, 2020

Y:\Contract Administration\Contracts\Ellensburg\20190236_Main St Corridor I-C\HWA Fee Exhibit Template_3rd and 5th.xlsx\Subconsultant Summary

Exhibit E-2
Erlandsen

	Professional Land Surveyor	Project Surveyor	Survey Tech IV	Administrative	Totals
Direct Hrly Rate \$	49.09	\$ 46.65	\$ 33.64	\$ 20.58	
Phase 000 - Estimate /Research	4	0	0	0	
Phase 001 - Field Work	0	0	48	0	
Phase 002 - Office Work	0	4	40	1	
Total Hrs	4	4	88	1	97
Total Dollars \$	196.36	\$ 186.60	\$ 2,960.32	\$ 20.58	\$ 3,363.86

Direct salary cost					\$ 3,363.86
*Overhead cost	178.83%	178.83%	178.83%		\$ 6,015.59
Fee	30%	30%	30%		\$ 1,009.16
Total					\$ 10,388.61

*WSDOT-audited rate

Exhibit E-3 - Task 5

Fehr & Peers

	Project Manger	Principal In Charge	Project Engineer	QA/QC	Admin	Totals
Direct Hrly Rate	\$ 39.42	\$ 88.46	\$ 33.17	\$ 46.63	\$ 42.55	
Task 5.1 hrs	5	2	16	2	2	
Task 5.2 hrs	26	4	36	7	8	
Task 5.3 hrs	18	2	4	2	3	
Task 5.4 hrs	6	2	18	2	3	
Total Hrs	55	10	74	13	16	168
Total Dollars	\$ 2,168.10	\$ 884.60	\$ 2,454.58	\$ 606.19	\$ 680.80	\$ 6,794.27

Direct salary cost	\$	6,794.27
*Overhead cost	171.91%	\$ 11,680.03
Fee	30%	\$ 2,038.28
ODCs (Travel and Communications)		\$ 2,165.00
Total		\$ 22,677.58

*WSDOT-audited rate

Exhibit E-3 Task 12
Fehr & Peers

	Project Manger	Principal In Charge	Project Engineer	QA/QC	Admin	Totals
Direct Hrly Rate \$	39.42	\$ 88.46	\$ 33.17	\$ 46.63	\$ 42.55	
Task 12.1 hrs	2	2	9	1	1	
Task 12.2 hrs	7	5	16	6	3	
Task 12.3 hrs	8	2	2	2	2	
Task 12.4 hrs	3	2	8	2	2	
Total Hrs	20	11	35	11	8	85
Total Dollars \$	788.40	\$ 973.06	\$ 1,160.95	\$ 512.93	\$ 340.40	\$ 3,775.74

Direct salary cost	\$	3,775.74
*Overhead cost	171.91%	\$ 6,490.87
Fee	30%	\$ 1,132.72
ODCs (Travel and Communications)	\$	1,365.00
Total	\$	12,764.34

*WSDOT-audited rate

Exhibit E-3 Task 13
Fehr & Peers

	Project Manger	Principal In Charge	Project Engineer	QA/QC	Admin	Totals
Direct Hrly Rate	\$ 39.42	\$ 88.46	\$ 33.17	\$ 46.63	\$ 42.55	
Task 13.1 hrs	3	2	14	2	3	
Task 13.2 hrs	10	7	32	6	4	
Task 13.3 hrs	8	2	4	2	2	
Task 13.4 hrs	7	3	20	2	5	
Total Hrs	28	14	70	12	14	138
Total Dollars	\$ 1,103.76	\$ 1,238.44	\$ 2,321.90	\$ 559.56	\$ 595.70	\$ 5,819.36

Direct salary cost	\$	5,819.36
*Overhead cost	171.91%	\$ 10,004.06
Fee	30%	\$ 1,745.81
ODCs (Travel and Communications)		\$ 1,885.00
Total		\$ 19,454.23

*WSDOT-audited rate

Exhibit F

Title VI Assurances

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during this AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when this AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY, the STATE, or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, the STATE, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT's non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE, or the FHWA may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the CONSULTANT under this AGREEMENT until the CONSULTANT complies, and/or;
 - Cancellation, termination, or suspension of this AGREEMENT, in whole or in part.
6. **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the STATE, the AGENCY, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY enter into such litigation to protect the interests of the STATE and/or the AGENCY and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States. 120

Agreement Number:

Exhibit G Certification Documents

- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of City of Ellensburg
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters -
Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- Exhibit G-4 Certificate of Current Cost or Pricing Data

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of Perteet, Inc.

whose address is 2302 W. Dolarway Rd., Ste 1, Ellensburg, WA 98926

and that neither the above firm nor I have:

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the
and the Federal Highway Administration, U.S. Department of Transportation in connection with this
AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and
Federal laws, both criminal and civil.

Perteet, Inc.

Consultant (Firm Name)


Signature (Authorized Official of Consultant)

05/15/2020
Date

Agreement Number:

Exhibit G-1(b) Certification of

I hereby certify that I am the:



☐ Other

of the City of Ellensburg, and
or its representative has not been required, directly or indirectly as an express or implied condition in connection
with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; or
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration
of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the
and the Federal Highway Administration, U.S. Department of Transportation, in connection with this
AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and
Federal laws, both criminal and civil.

Signature

Date

Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Perteet, Inc.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

05 / 15 / 2020

Date

Agreement Number:

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00, for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

Perteet, Inc.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

05/15/2020

Date

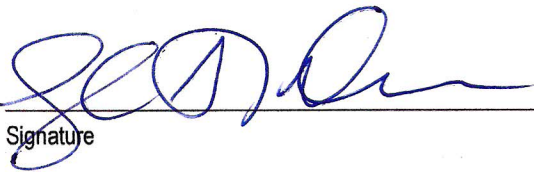
Agreement Number:

Exhibit G-4 Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of Main St. Corridor Enhancements * are accurate, complete, and current as of May 15, 2020 **.

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm: Perteet, Inc.


Signature

PRESIDENT
Title

Date of Execution***:

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)

**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.

***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Agreement Number:

Exhibit H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance.
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: \$

- Include all costs, fee increase, premiums.
- This cost shall not be billed against an FHWA funded project.
- For final contracts, include this exhibit.

Exhibit I

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Step 5 Forward Documents to Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Exhibit J

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will met with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: June 15, 2020

Item Title/Agenda Subject: Amendment to the Consolidated Operating Agreement for Central Transit between the City of Ellensburg and the Washington State Department of Transportation (WSDOT).

Submitted by: Betsy Dunbar Public Works & Utilities

Recommended Action or Motion: Approve and authorize the City Manager to sign the First Amendment to Agreement PTD0018 with WSDOT .

Background/Summary: WSDOT awarded the City of Ellensburg a Consolidated Grant Program award for the 2019-2021 biennium for the Central Transit system. The grant program began July 1, 2019 to help sustain Ellensburg's Central Transit bus service.

On June 3, 2020 the City received an Amendment to Agreement PTD001. In the amendment there are 2 items to incorporate into the Agreement PTD0018.

Update the Federal Award Identification Number in Project A's budget table; and

1. Update the Scope of Work and Project Title for project B.

Previous Council Action: On September 16, 2019, the City Council approved acceptance of the WSDOT Grant PTD0018 and authorized the City Manager to sign the Operating Grant Agreement. The Agreement was signed on September 17, 2019 by the City Manager.

Analysis: Project A is the fixed route service and Project B is the complimentary paratransit service.

The update of the Federal Award Identification Number in Project A's budget table is strictly administrative on the side of WSDOT.

The update of the Scope of Work and Project Title for Project B is a result of an incorrect service description and project title submitted to WSDOT June 18, 2019 by the Project Manager.

Once discovered, the Scope of Work and Project Title was updated and submitted to WSDOT on April 23, 2020.

Financial Impact: No financial impact due to the amendment.

Attachments:

[Amendment to Grant Contract PTD0018 - WSDOT and City of Ellensburg](#)

The FIRST AMENDMENT to AGREEMENT PTD0018 entered into between the Washington State Department of Transportation (hereinafter referred to as “WSDOT”), and City of Ellensburg (hereinafter referred to as “CONTRACTOR”), and/or individually referred to as the “PARTY” and collectively referred to as the “PARTIES,”

RECITALS

WHEREAS, both PARTIES agree to amend AGREEMENT PTD0018 to:

- Update the Federal Award Identification Number in Project A’s budget table; and
- Update the Scope of Work and Project Title for project B.

NOW THEREFORE, the following AMENDMENTS are hereby incorporated into AGREEMENT PTD0018:

AGREEMENT

1. Amend the Federal Award Identification Number for Project A in ‘SCOPE OF WORK AND BUDGET – Funding by Project’ to read as follows:

Funding by Project

Project A: Fixed Route System

UPIN # PTCO007

Service Area: Kittitas County

Scope of Work: Sustain fixed route system for the general public and special needs populations in the City of Ellensburg.

Funds	Federal Award Identification #	Current Percentage	Current Funds	Projected Funds	Total Current and Projected Funds
Competitive Rural Mobility	N/A	25%	\$ 422,432		\$ 422,432
FTA 5311	WA-2019-091	25%	\$ 419,068		\$ 419,068
Contractor's Funds	N/A	50%	\$ 841,500		\$ 841,500
Total Project Cost		100%	\$ 1,683,000	\$ -	\$ 1,683,000

Budget: Current Funds reflect total funding appropriated by the Washington State Legislature for the Project in the 2019-2021 biennium.

2. Amend the Project Title and Scope of Work for Project B in ‘SCOPE OF WORK AND BUDGET – Funding by Project’ to read as follows:

Project B: ADA Paratransit

UPIN # PTCO080

Service Area: Kittitas County

Scope of Work: To provide accessible shared-ride demand-response transportation services for residents of Ellensburg who are unable to access fixed route due to special transportation needs.

Funds	Federal Award Identification #	Current Percentage	Current Funds	Projected Funds	Total Current and Projected Funds
Paratransit Special Needs Transit Formula Funds	N/A	100%	\$ 11,174		\$ 11,174
Contractor's Funds	N/A	0%	\$ -		\$ -
Total Project Cost		100%	\$ 11,174	\$ -	\$ 11,174

Budget: *Current Funds reflect total funding appropriated by the Washington State Legislature for the Project in the 2019-2021 biennium.*

3. A copy of this AMENDMENT to the AGREEMENT shall be attached to and made a part of the original AGREEMENT. Any references to the “AGREEMENT” shall mean “AGREEMENT as amended.”

4. All other terms and conditions of the original AGREEMENT not hereby amended shall remain in full force and effect. This document may be simultaneously executed in several counterparts, each of which shall be deemed original having identical legal effect.

IN WITNESS WHEREOF, the PARTIES hereto have executed this AMENDMENT the day and year last written below.

**WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION**

By: _____
Brian Lagerberg, Director
Public Transportation Division

Date: _____

CONTRACTOR

By: _____
Authorized Representative
Title: _____

Print Name: _____

Date: _____

VOUCHER APPROVAL

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


AUDITING OFFICER


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 JUNE 2020**. 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	148893	TO	149064	\$ 277,066.98
EFT #'s	4235	TO	4261	\$ 1,054,556.30

Payroll Fund				Total Amounts
Check #'s	95167	TO	95171	\$ 9,005.95
Direct Deposits	56267	TO	56456	\$ 364,458.35

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

ATTEST: _____
CITY CLERK



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: June 15, 2020

Item Title/Agenda Subject: Board and Commission Applications

Submitted by: Laurie Gigstead City Manager Department

Recommended Action or Motion: Conduct introduction of applicant.

Background/Summary: One person has applied to serve on the Lodging Tax Advisory Committee. As directed by Council, applications are presented to Council for consideration. The attached chart shows all current vacancies and applicants. A copy of the application for appointment is attached to the agenda report.

Previous Council Action: None.

Analysis: There is currently one vacancy on the Lodging Tax Advisory Committee for a receiver of lodging tax proceeds.

Financial Impact: N/A

Attachments:

[Miller B and C App](#)

[B and C Agenda Report Chart 6-15-20](#)

From: noreply@civicplus.com
Sent: Friday, April 3, 2020 11:57 AM
To: Laurie Gigstead
Subject: [Ext] Online Form Submittal: Application for Appointment

Application for Appointment

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

Boards & Commissions	Lodging Tax Advisory Committee
Name of Applicant:	Monica Miller
Address	804 E 4th Ave
Mailing Address (if Different)	<i>Field not completed.</i>
City	Ellensburg
State	WA
Zip	98926
Email Address	director@gallery-one.org
Phone Number	2063698295
Length of Residence in Ellensburg	10 years
Do you live within the city limits?	Yes
If applying for the Sr. Citizens' Advisory Board, are you at least 55 years of age?	<i>Field not completed.</i>
Occupation Status and Background:	Director, Gallery One
Organization Affiliations:	Washington State Arts Commission, Advocacy Chair Ellensburg Arts Commission, Vice Chair Cascade Association of Museums and History, Vice Chair Upper Columbia Association of Museums Washington Museum Association InspireWA Washington State Convention Center Art Selection Committee
Why are you seeking appointment?	I would like to be a part of this important fund for our community and work with organizations to create stability for their respective. I feel that my role as an arts commissioner and my role as a recipient of the funding will complement and inform this role.
Will you be able to attend meetings regularly if appointed?	Yes
If your first choice, as listed above, is not available, which other boards or commissions would you be interested in serving on?	
Boards & Commissions	<i>Field not completed.</i>
Boards & Commissions	<i>Field not completed.</i>

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

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



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: June 15, 2020

Item Title/Agenda Subject: Increasing Lodging Tax Advisory Committee Membership

Submitted by: Laurie Gigstead City Manager Department

Recommended Action or Motion: The Lodging Tax Advisory Committee recommends City Council direct staff to prepare an ordinance amending the membership of the committee.

Background/Summary: The Lodging Tax Advisory Committee recommends the Council direct staff to prepare an ordinance amending the number of members on the committee from five to seven by adding an additional hotelier and receiver. There have been occasional quorum issues for Lodging Tax Advisory Committee meetings and some additional interest from citizens in serving. At the March 11, 2020 Special Meeting of the Lodging Tax Advisory Committee the committee approved a motion to propose to the City Council increasing the members on the Lodging Tax Advisory Committee to seven to include three hoteliers, three receivers and one Councilmember.

Previous Council Action: None

Analysis: None

Financial Impact: None

500 W Ridgeview LN
Ellensburg, WA 98926

05/18/2020

Dear Council Members:

I am writing to ask you to introduce and/or support completing the sewer system on Ridgeview LN by extending the sewer main for the entirety of West Ridgeview Lane.

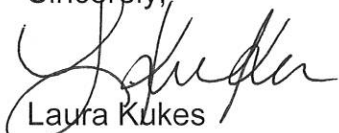
A completed sewer main would allow multiple family homes to hook into the city sewer. There are many homes that would appreciate the opportunity to hook up to the city sewer but were not afforded that option at the time of annexation. These homes were built in what was previously pasture that was set up with drainage. However, during new development to the north, west, and east, the system was removed leaving the area with a higher than normal water table. This leaves homes in this area with extra water under the homes or a slower drain field for septic systems. This also decreases the value of the homes in the area.

We are writing to you as a community to ask for your support in this matter. Per RCW 9.20.300, section D: the city, at its sole cost and discretion, may extend mains if mains are in the best interest of the utility. I/We believe updating this area with the City Sewer system is of benefit to the city as it will ensure clean ground water, create value to all homes and surrounding development, and would complete the sewer system that is already on each end of the street.

When the benefits are so great and there is no harm done to existing systems in place, I/We respectfully ask you to consider supporting this neighborhood improvement of completing the sewer system, as up to eight(8) homes that are already receiving city water and utilities will be given the opportunity to hook up to the City Sewer system.

Thank you for your time and consideration in this matter.

Sincerely,



Laura Kukes
Ridgeview Lane Resident

Staff comment:

When property owners want to make connection to the City Sewer, the property owner is required to design and extend the sewer across their property frontage as part of making the connection (if the sewer main does not already exist). Ellensburg City Code 9.20.030 D does contain the statement "The city, at its sole cost and discretion, may extend mains if mains are in the best interest of the utility", which provides the opportunity for City to extend sewer mains. However, when property owners later connect to the sewer main, they are charged for their half of the main plus respective connection fees. Staff recommends Council refer applicant to work with staff on potential options to connect to sewer such as: 1) Work with adjacent neighbors to self-fund the sewer work or 2) (Preferred Alternative) - authorize staff to design and build respective sewer and charge properties their respective share of main extension/connection fees as the properties are connected. There is sufficient capital funding in the utility's reserve to complete the work and would be replenished as property owners connect.



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: June 15, 2020

Item Title/Agenda Subject: Public Hearing (Legislative) to consider resolution adopting Six Year Transportation Improvement Plan (STIP) 2021-2026 and provide an annual 'Complete Streets Update'.

Submitted by: Josh Mattson Public Works & Utilities

Recommended Action or Motion:

1. Conduct public hearing.
2. Consider 2021-2026 STIP and adopt resolution.
3. Authorize staff to submit listed projects for funding as grant opportunities become available.

Background/Summary:

The City is required by law to annually update its Six-Year Transportation Improvement Plan (STIP) and file a copy with the State as well as the Quad County Regional Transportation Organization. Also, in conjunction with the STIP, and in accordance with Section 4.05.090 of the Ellensburg City Code (ECC), staff is to provide an annual 'Complete Streets' update.

Projects proposed in the STIP represent work remaining from previous plans, incorporates projects from the Comprehensive Transportation Plan, and several major maintenance/asphalt overlay projects. The adopted STIP may be amended by resolution at any time during the year should changes be required or additional funding opportunities become available. Council can also add, delete, modify or move the priority of projects.

In 2016, Council adopted a 'Complete Streets' policy by Ordinance (Chapter 4.05 ECC). This Ordinance calls for an annual update in conjunction with the STIP. 'Complete Streets' is defined in ECC 4.05.020 as "a road that is designed to be safe for drivers, bicyclists, transit vehicles and riders, and pedestrians of all ages and abilities."

Previous Council Action: On June 17, 2019 Council conducted a public hearing and

adopted the current 2020-2025 STIP through Resolution 2019-15.

Analysis:

Attached is a matrix, Exhibit “A”, of the proposed STIP showing transportation projects proposed for incorporation in the years 2021-2026. With Council’s concurrence, staff will submit grant applications to the various funding agencies as grant opportunities become available. This STIP also continues the overlay program on the arterial street system. Of the listed projects, numbers 6, 15, 29 and 35 are specifically asphalt overlay projects, and funding for these projects is proposed from state and federal grants, and sales tax/gas tax contributions. Preservation of downtown streets is planned through the Downtown Slurry Seal project, number 28, though the application of a fine aggregate seal coat.

Project number 37, the 3rd Avenue Paverstone Sidewalks and Historic Lighting project from Water Street to the Depot, was again included in the TIP per the 2014 year’s request of the Landmarks and Design Commission. Project number 24 for a Multimodal Facility is a placeholder that helps the City obtain transit center planning grant funds. This project is in support of a future transit center included in the 2019-2024 Transit Development Plan for Central Transit. It is also in support of Central Washington University’s current multimodal facility planning efforts.

Projects 9, 10, 17, 20, 22, 23, 26, 27, 30, 34 and 40 are designated projects from the 2018 traffic impact fee study that are included in this current STIP. Project numbers 43 through 51 are also traffic impact fee projects but are shown as future projects beyond the year 2026. These projects will be advanced in future STIP’s and/or STIP amendments dependent on need and development.

The City completed several projects in 2019 and currently has several other projects under construction that are consistent with the ‘Complete Streets’ goals and objectives of ECC 4.05.090. The 2019 completed projects included the John Wayne Pioneer Trail (JWPT) Reconnect from 14th Ave and Alder St to 18th Ave. The University Way and Wildcat Way Intersection Improvements project widened University Way to add dedicated left turn lanes, align Sprague St with Wildcat

Way to the north, and installed an updated traffic signal with improved pedestrian crossing phases. The Main St Extension project connected Main St and 14th Ave with Water St and 15th Ave including, sidewalks, bike lanes, street lighting, crosswalks, and a traffic signal at Water St and 15th Ave. A segment existing sidewalk on the south side of Capitol Ave from Pine St to Ruby St was upgraded to ADA standards. The City also worked to complete an Active Transportation Plan as an update to its 2008 Non-Motorized Transportation Plan.

Projects planned for construction in 2020 are also included in the STIP attachment (Exhibit A) and shown as project numbers five through eleven. An asphalt overlay of Main Street from Mountain View Ave to 3rd Ave will include ADA pedestrian curb ramp upgrades. The Helena Ave Complete Streets Sidewalk Improvements will complete missing sidewalk gaps on the north side of the street from Water St to Walnut St and includes curb ramp upgrades, street lighting, a planting strip with street trees and a transit shelter. The Willow Street Improvements project will widen the street from Mountain View Ave to Capitol Ave and includes new curb and gutter, sidewalks, bike lanes, street lighting, planting strips with street trees, curb ramp upgrades and crosswalks.

The 14th Ave / Wildcat Way and 18th Ave / Walnut St Signal/Channelization projects will install traffic signals at each intersection with dedicated left turn lanes, leading pedestrian interval crossing phases, illumination, curb ramp upgrades and improved channelization. Transit Capital Improvements including installation of ten shelters and four bus turnouts will be performed in conjunction with the City's annual Residential Sidewalk Repair project. These projects all have multiple elements that enhance Ellensburg's overall 'Complete Streets' system.

Financial Impact:

The "S" or "P" designation next to each project number, designates whether a project has Secured (S) or Potential (P) funding. The projects shown with secured funding are all included in the 2019-2020 Budget. The majority of the proposed plan relies on a combination of potential funding sources that include grants, motor vehicle fuel tax, federal allocations, sales tax and local improvement districts, etc.

Attachments:

2021-2026 STIP

Resolution STIP 2021-2026

City of Ellensburg's STIP

EXHIBIT A

CITY OF ELLENSBURG 6-YEAR TRANSPORTATION IMPROVEMENT PLAN 2021 TO 2026 (INCLUDES CURRENT WORK REMAINING IN 2020)									
PUBLIC HEARING DATE: 6/15/2020 ADOPTION DATE: TBD RESOLUTION NO. TBD									
REVENUE BY YEAR (thousands)									
SOURCE	2020*	2021	2022	2023	2024	2025	2026		TOTALS
ARTERIAL STREET	342	108	114	308	108	108	108		1,196
REGIONAL STBG	1,011	0	100	0	0	490	540		2,141
SALES TAX RESERVE	600	674	0	899	719	1,012	515		4,419
FEDERAL SAFE ROUTES TO SCHOOL & PEDESTRIAN/BICYCLE GRANTS	0	0	930	0	1,000	0	0		1,930
WSDOT SAFETY PROGRAM	125	1,145	1,059	0	1,200	0	0		3,529
TRANSPORTATION IMPROVEMENT BOARD (TIB) - Grant Programs	500	350	0	2,310	1,500	1,826	890		7,376
DISTRESSED COUNTY SALES/USE TAX	0	0	549	400	0	0	375		1,324
1/4 CENT REAL ESTATE EXCISE TAX	0	270	80	155	300	105	0		910
MAP-21 TRANSPORTATION ALTERNATIVES PROGRAMS	0	0	0	0	1,470	0	0		1,470
DOE FISCAL YEAR WATER QUALITY GRANT	70	2,573		319	319	3,612	0		6,893
COUNTY LODGING TAX GRANT	0	67	0	0	0	0	0		67
LOCAL LODGING TAX FUNDS	0	66	0	0	0	0	0		66
STREET	65	0	0	0	0	0	0		65
TRANSIT	272	0	15	0	0	0	0		287
OTHER AGENCY	979	500	478	0	0	0	0		1,957
LOCAL IMPROVEMENT DISTRICT (LID) / DEFERRALS	0	160	0	0	200	765	600		1,725
TRAFFIC IMPACT FEES	750	200	718	1,292	600	676	665		4,901
NOT FUNDED	0	0	0	0	0	0	0		0
TOTAL REVENUE	4,714	6,113	4,043	5,683	7,416	8,594	3,693		40,256
EXPENDITURES BY YEAR (thousands)									
PROJECT	2020*	2021	2022	2023	2024	2025	2026	Future	TOTALS
1 S Bridge Inspections	3	3	3	3	3	3	3	0	21
2 S Engineering Transfer	15	15	15	15	15	15	15	0	105
3 S Signal Optimization	25	25	25	25	25	25	25	0	175
4 S Alley Reconstruction (Annual)	65	65	65	65	65	65	65	0	455
5 S Cora Street Curb/Sidewalk - 15th Avenue to Palouse to Cascades (PTC) Trail	375	0	0	0	0	0	0	0	375
6 S Main Street Overlay - Mountain View Ave. to 3rd Ave.	600	0	0	0	0	0	0	0	600
7 S Helena Ave. Complete Streets Sidewalk Improvements - Water St. to Walnut St.	500	0	0	0	0	0	0	0	500
8 S Willow Street Improvements - Mtn. View Ave. to Capitol Ave.	1,170	0	0	0	0	0	0	0	1,170
9 S 14th/Wildcat-Signal/Channelization	667	0	0	0	0	0	0	0	667
10 S 18th/Walnut- Signal/Channelization	687	0	0	0	0	0	0	0	687
11 S Transit Capital Improvements (Misc)	272	0	0	0	0	0	0	0	272
12 P 1st Ave Sidewalk Improvements - Ruby St. to Sampson St. - North Side	0	195	0	0	0	0	0	0	195
13 S Main St. Corridor Intersection Enhancements	190	1145	0	0	0	0	0	0	1,335
14 S Capitol Ave. Sidewalk Replacement - Main St. to Sampson St.	0	75	0	75	0	75	0	0	225
15 P Helena Ave Overlay - Water St. to Airport Road	0	700	0	0	0	0	0	0	700
16 P Large Scale Wayfinding Implementation Project	0	133	0	0	0	0	0	0	133
17 P Canyon/190 EB Ramps-Signal/Illumination/Rechannel and Sidewalks	0	708	0	0	0	0	0	0	708
18 S University Way Gateway - Nanum Street to Red Horse Diner	100	3,027	0	0	0	0	0	0	3,127
19 P John Wayne Trail Reconnect - PTC at Fairgrounds to 14th - Sanders to Airport	0	0	1,573	0	0	0	0	0	1,573
20 S/P University Way and Reece Creek Road Signalization	75	0	565	0	0	0	0	0	640
21 P W. Univ. Way Ped. Impr. - Lighting & Widen North Shoulder - Hwy 97 to Red Horse Diner	0	60	440	0	0	0	0	0	500
22 S 5th Ave. and Railroad Ave. Traffic Signal Installation	0	65	395	0	0	0	0	0	460
23 P 14th/Alder-Signal/Illum/Channel	0	0	707	0	0	0	0	0	707
24 P Multimodal Facility	0	0	100	0	0	0	0	0	100
25 P Alder St Sidewalk - One Side - Capitol Ave to 4th Ave	0	0	30	0	30	0	30	0	90
26 P Wildcat Way/18th - Signal/Illumination	0	0	0	594	0	0	0	0	594
27 P University Way/Water Street-Signal Modification/Illumination/Widening	0	0	0	2,800	0	0	0	0	2,800
28 P Downtown Slurry Seal	0	0	0	550	0	0	0	0	550
29 P Water St. Overlay - University Way to Manitoba, Manitoba from Water to Main	0	0	0	1,180	0	0	0	0	1,180
30 P Mtn View/Ruby-Signal Modification/NB/SB Right Turn	0	0	0	0	2,000	0	0	0	2,000
31 P University Way Sidewalks - Brick Rd. to Vista Rd.	0	0	0	0	1,700	0	0	0	1,700
32 P Pfennig Rd Sidewalks - 3rd Ave to 14th Ave (joint with County)	0	0	0	0	3,270	0	0	0	3,270
33 P Industrial Way Improvements - LID	0	0	0	0	0	1,065	0	0	1,065
34 P Canyon/Umptanum-Signal Modification/Illumination/Widening	0	0	0	0	0	2,252	0	0	2,252
35 P Canyon Rd./Main St. Overlay - Umptanum to Mtn View, 3rd Ave to University Way	0	0	0	0	0	740	0	0	740
36 P University Way Gateway II - Vista Rd to east City Limits	0	0	0	375	375	4,250	0	0	5,000
37 P 3rd Ave. Paverstone Sidewalks and Historic Lighting - Water St. to Depot	0	0	0	0	0	0	674	0	674
38 P Capitol Ave. Improvements - Willow St. to Oak St.	0	0	0	0	0	0	1,271	0	1,271
39 P Airport Road Sidewalk Improvements - Dean Nicholson to N. City Limits	0	0	0	0	0	0	975	0	975
40 P 3rd/Ruby-Signal/Illumination	0	0	0	0	0	0	665	0	665
41 P Umptanum /Anderson /Railroad Ave. Road Widening/Overlay (Joint w/ County)								10,000	10,000
42 P Brick Road Sidewalk Extension								600	600
43 P 5th/Ruby-Signal/Illumination/Rechannel								665	665
44 P Helena/Walnut-Signal/Illumination/Widening								665	665
45 P Helena/Water-Signal/Illumination/Widening								797	797
46 P Manitoba/Ruby-Signal/Illumination/Realignment								2,452	2,452
47 P University Way/Alder-Signal Modification/Widening								1,208	1,208
48 P University Way/Main-Signal Modification/Illumination/Widening								2,731	2,731
49 P Water/Bender Signal/Illumination								825	825
50 P Airport/Bender Signal/Illumination								857	857
51 P 18th/Alder Signal/Illumination								649	649
TOTAL EXPENDITURE	4,744	6,216	3,918	5,682	7,483	8,490	3,723	21,449	61,705
ARTERIAL STREET FUND BEGINNING BALANCE (01/01/2020))	888	661	668	669	476	483	490		
EST. GAS TAX REVENUE & SCHEDULED SALES TAX TRANSFER	115	115	115	115	115	115	115		
ARTERIAL STREET FUND ENDING BALANCE	661	668	669	476	483	490	497		

*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 \$800,000 per year.)

RESOLUTION NO. 2020-_____

A RESOLUTION adopting the City of Ellensburg's Six-Year Transportation Improvement (STIP) Plan for the years 2021 to 2026, inclusive, as recommended to the City Council by the Public Works and Utilities Department.

WHEREAS, a public hearing on the Plan was held before the Ellensburg City Council on June 15, 2020 in the manner required by RCW 35.77.010;

WHEREAS, the STIP has been updated for 2021-2026 in accordance with the State requirements;

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

Section 1. That the Six-Year Transportation Improvement Plan, attached hereto, for street and arterial street improvements for the years 2021 to 2026, inclusive, as now filed with the City Council of the City of Ellensburg, be and the same is hereby approved and adopted.

ADOPTED by the City Council of the City of Ellensburg this 15th day of June, 2020.

Mayor

ATTEST:

City Clerk

CITY OF ELLENSBURG'S
**COMPLETE STREETS ANNUAL UPDATE &
SIX YEAR TRANSPORTATION
IMPROVEMENT PLAN
(2021-2026)**



SECTION 1: COMPLETE STREETS UPDATE
**2019 COMPLETED AND 2020 PLANNED
TRANSPORTATION IMPROVEMENTS**

SECTION 2: 2021-2026 STIP

PROJECT TYPE:

ANNUAL

2021 SUMMARY

STREET SURFACING

SIDEWALK/PATHWAY

SIGNAL

STREET IMPROVEMENT

MULTIMODAL

Section 1: Annual Complete Streets Update

Per section 4.05.090 of the Complete Streets Ordinance, an annual report or summary to Council shall be completed in conjunction with our Six Year Transportation Improvement Plan (STIP) update.

2019 Completed Transportation Improvements

- John Wayne Pioneer Trail Reconnect (14th Ave to 18th Ave)
- University Way and Wildcat Way Improvements
- Main Street Extension (14th Ave to 15th Ave)
- Annual Projects:
 - Sidewalk Repair Project
 - Alley Rehabilitation Project
- Completed design for several other projects that are currently in construction
- Developed an Active Transportation Plan

Complete Streets and 2020 Construction Update

2020 Planned Transportation Improvements

- #5) Cora Street Curb / Sidewalk – 15th Ave to PTC
- #6) Main St Overlay – Mtn View Ave to 3rd Ave
- #7) Helena Ave Complete Streets Sidewalk Improvements – Water St to Walnut St
- #8) Willow Street Improvements – Mtn View Ave to Capitol Ave
- #9) 14th / Wildcat – Signal / Channelization
- #10) 18th / Walnut – Signal / Channelization
- #11) Transit Capital Improvements

Complete Streets and 2020 Construction Update

#6) Main Street Overlay:

Grind existing street and install a new running surface with an asphalt overlay from Mountain View Ave to 3rd Ave.

Includes street markings, ADA sidewalk curb ramp upgrades as required and vehicle detection upgrades at two signalized intersections.



Project Schedule:

- Construction will begin June 15
- Anticipated completion in August

Contractor:

Central Paving

Funding:

Project Cost: \$600,000
Local Funding

Complete Streets and 2020 Construction Update

#7) Helena Ave Complete Streets Improvements: Complete missing sidewalk gaps on the north side of the street between Water St and Walnut St.

Includes curb ramp upgrades, street lighting, a buffer strip with street trees, stormwater improvements and a transit shelter.

Construction Schedule:

- Construction is planned to start in 2020 or 2021

Funding:

- Total Project Cost: \$500,000
 - Transportation Improvement Board (TIB) Complete Streets Award

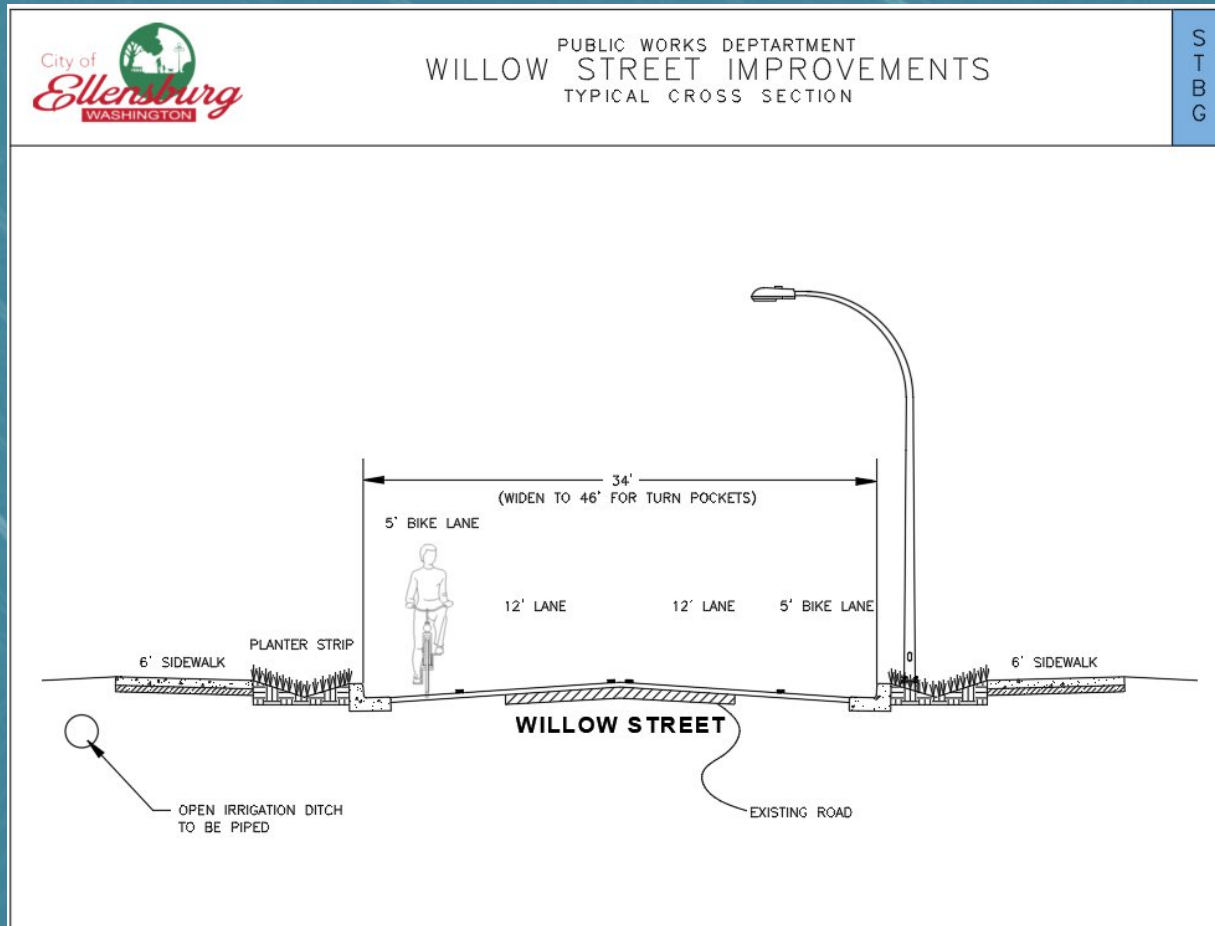


Complete Streets and 2020 Construction Update

#8) Willow Street Improvements (S): This project will widen Willow Street from Mountain View Avenue to Capitol Avenue.

It includes repaving, installation of a curb and sidewalks on both sides of the street, a landscaping strip, and bicycle lanes.

On-street parking will no longer be available due to limited right of way.



Project Schedule:

- Construction began in March
- Complete by September

Contractor:

- Belsaas & Smith Const.

Funding:

- Total Project Cost: \$1,270,000
 - \$1,016,000 from STB 155
 - \$254,000 local match

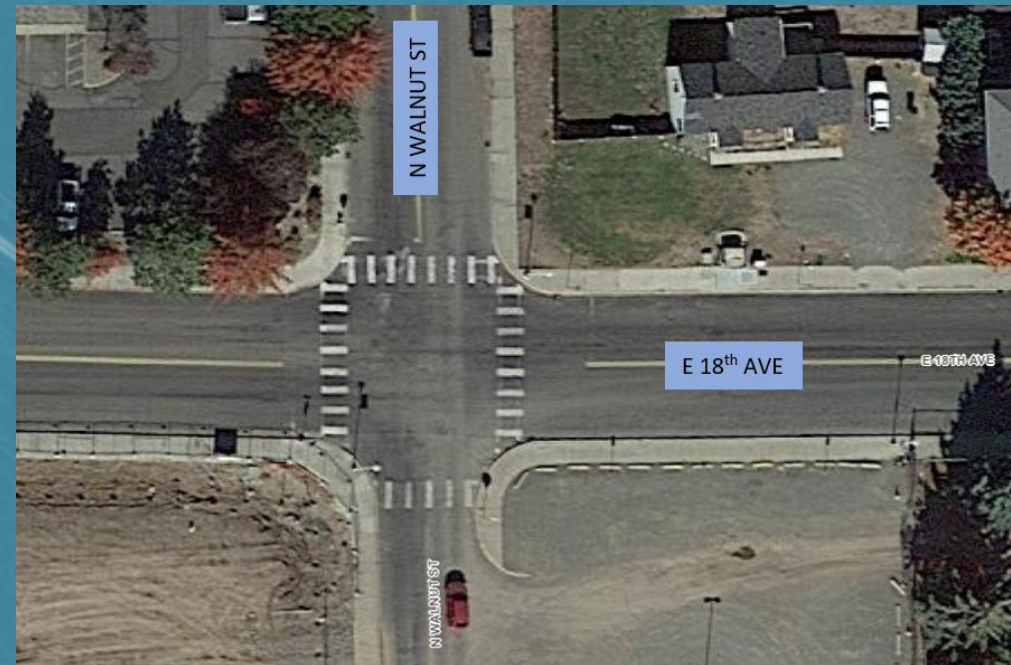
Complete Streets and 2020 Construction Update

#9 & #10) 14th/Wildcat & 18th/Walnut Signal/Channelization:

Install new traffic signals, protected left turn phasing, leading pedestrian intervals, curb ramp upgrades, street lighting, and channelization.

Construction Schedule:

- Bids due in July 2020
- Construction planned for summer and fall of 2020



Funding:

- Total Project Cost: \$1,354,000
- City's Traffic Impact Fee Fund: \$750,000
- CWU: \$604,000

Complete Streets and 2020 Construction Update

#11) Transit Capital Improvements: This project will install bus shelters with solar lighting, benches, art glass, bike racks, and garbage cans at 10 bus stops.

Includes installation of four bus turnouts on Mountain View Ave.

Schedule:

- Construction began in May
- Estimated completion by July

Contractor:

- Belsaas & Smith Construction

Funding:

- Project Cost: \$272,000
- Transit Capital Budget



Section 2: 2021-2026 STIP

- Six Year Transportation Improvement Plans are required to be annually submitted to WSDOT in July of each year
- Most of the projects on the list do not have secured funding, and are dependent on receiving grant funds. Having projects on the plan will potentially help position them to be eligible for grants, as the funding opportunities become available.
- Funding status for each project is designated with an S or P:
 - S = Secured Funding
 - P = Potential Funding
- Amendments to the approved plan can be made through Council at any time throughout the year and submitted to WSDOT.
- The plan before you now is for 2021-2026.

2021-2026 STIP Annual Projects

STIP Annual Projects: These annual projects are itemized on the STIP since they are funded through the Arterial Street Budget.

#1) Bridge Inspections (S) - \$3,000 / year

#2) Engineering Transfer (S) - \$15,000 / year

#3) Signal Optimization (S) - \$25,000 / year

#4) Alley Reconstruction (Annual) (S) - \$65,000 / year



2021-2026 STIP – 2021 Projects

#13) Main St Corridor Intersection Enhancements (S): This safety project will add protected left turn phases and pedestrian crossing improvements at Main Street's intersections with Manitoba Ave, 3rd Ave, 5th Ave, and University Way.

Includes upgraded video vehicle detection, new signal & pedestrian poles with signal heads as needed and improved coordination timing for University Way, Main Street and Water Street signals.



Will convert the last intersection in the City's signal system without vehicle detection at 3rd & Main to a fully actuated signal.

Project Schedule:

- Design summer and fall of 2020
- Construct in summer of 2021

Funding

- Total Project Cost: \$1,335,000
 - \$1,270,000 from FHWA
 - \$65,000 local match

2021-2026 STIP – 2021 Projects

#18) University Way Gateway (S): This stormwater improvement project will remove existing impervious asphalt adjacent to the existing street and install permeable concrete pedestrian pathways on the north and south sides with bio-infiltration swales from Nanum St to the Red Horse Diner.

Includes tree plantings, seven foot wide (north) and twelve foot wide (south) pedestrian pathways, bus stop turnouts, pedestrian crossings, and reconfigured street channelization.



Project Schedule:

- Design underway
- Construct in summer of 2021

Funding

- Total Project Cost: \$3,127,000
 - \$2,643,000 from DOE
 - \$324,000 local match
 - \$160,000 sidewalk deferrals

2021-2026 STIP – Street Surfacing Projects

Street Surfacing for Pavement Preservation: Street surfacing projects will apply an asphalt slurry seal or grind existing street and install a new running surface with an asphalt overlay. These projects also include street channelization and ADA sidewalk ramp upgrades as required.

STIP #	PROJECT	Year	Total \$	Local \$	Grant \$
15	Helena Ave Overlay – Water St to Airport Rd (P)	2021	700	350	350
28	Downtown Slurry Seal	2023	550	550	0
29	Water St. Overlay –Univ. Way to Manitoba, Manitoba (Water to Main) (P)	2023	1,180	830	350
35	Canyon Rd./ Main St. Overlay – Ump. to Mtn View, 3 rd to Univ. Way (P)	2025	740	490	250

*Costs in thousands of dollars.



2021-2026 STIP – Sidewalk/Pathway Projects

Sidewalk/Pathway Projects: Sidewalk / pathway improvement projects will install, replace or upgrade existing curb, gutter and sidewalks or pathways. These projects also include ADA curb ramp upgrades, pedestrian crosswalk street markings and illumination as required.

STIP #	PROJECT	Year	Total \$	Local \$	Grant \$	LID \$	Other Agency	Not Funded
12	1 st Ave Sidewalk Improvements – Ruby St. to Sampson St. – N. Side (P)	2021	195	195				
14	Capitol Ave. Sidewalk Replacement - Main St. to Sampson St. (S)	2021	225	225				
19	John Wayne Trail Reconnect – PTC at Fairground to 14 th – Sanders to Airport (P)	2022	1,573	250	930		393	
21	W Univ Way Ped Imp – Light & Widen N. Shoulder – Hwy 97 to Red Horse (P)	2022	500	6	494			
25	Alder St Sidewalk – One Side – Capitol Ave to 4 th Ave (P)	2022	90	90				
37	3rd Ave. Paverstone Sidewalks and Historic Lighting - Water St. to Depot (P)	2026	674	134	540			
39	Airport Road Sidewalk Improvements - Dean Nicholson to N. City Limits (P)	2026	975	375		600		
42	Brick Road Sidewalk Extension (P)	Future						600

*Costs in thousands of dollars.



2021-2026 STIP – Signal Projects

Signal Projects: Signal improvement projects will install new traffic signals or replace/ upgrade existing traffic signals. These projects may also include street widening, pavement markings for re-channelization, illumination, and ADA ramp upgrades as required.

STIP #	PROJECT	Year	Total \$	Local \$	Grant \$	Other \$	TIF \$
17	Canyon / I90 EB Ramps-Signal / Illumination / Re-channelization & Sidewalks (P)	2021	708			500	208
20	University Way and Reecer Creek Road Signalization (S / P)	2022	640			640	
22	5 th Ave and Railroad Ave. Traffic Signal Installation (P)	2022	460		299		161
23	14 th / Alder – Signal / Illum / Channel (P)	2022	707	50	100		557
26	Wildcat Way / 18 th – Signal / Illumination (P)	2022	594	150			444
27	University Way / Water Street – Signal Modification, Illumination, and Widening (P)	2023	2,800		1,960		840
30	Mtn View / Ruby – Signal Modification / NB / SB Right Turn (P)	2024	2,000	200	1,200		600
34	Canyon / Umptanum – Signal Modification / Illum / Widening (P)	2025	2,252		1,576		676
40	3 rd / Ruby – Signal / Illumination	2026	665				665

*Costs in thousands of dollars.



2021-2026 STIP – Street Projects

Street Projects: Street improvement projects aim to complete streets that have missing urban street components. These projects may include street widening, curb, gutter, sidewalk, illumination, signage, landscaping strips, stormwater , ADA upgrades and channelization.

STIP #	PROJECT	Year	Total \$	Local \$	Grant \$	Deferral \$	LID \$
31	University Way Sidewalk - Brick Rd. to Vista Rd (P)	2024	1,700	500	1,000	200	
32	Pfenning Rd Sidewalks – 3 rd Ave to 14 th Ave (Joint with County)	2024	3,270	300	2970		
33	Industrial Way Improvements - LID (P)	2025	1,065	300			765
36	University Way Gateway II - Vista Rd to East City Limits (P)	2025	5,000	750	4,250		
38	Capitol Ave. Improvements - Willow St. to Oak St. (P)	2026	1,271	381	890		

*Costs in thousands of dollars.



2021-2026 STIP – Multimodal Projects

Multimodal Projects: Multimodal improvement projects aim to enhance and support other transportation modes including walking, cycling, commuting and local/regional transit. These projects may include transit capital improvements, transportation alternatives planning efforts, and multimodal facilities.

STIP #	PROJECT	Year	Total \$	Local \$	Grant \$	LID \$	Deferral
16	Large Scale Wayfinding Implementation Plan (P)	2021	133	66	67		
24	Multimodal Facility (P)	2022	100	15	85		

*Costs in thousands of dollars.



2021-2026 STIP

Staff Recommendations:

- Conduct Public Hearing
- Consider the Resolution to adopt the 2021-2026 STIP
- Authorize staff to submit listed projects for funding as grant opportunities become available.



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: June 15, 2020

Item Title/Agenda Subject: Proposed Ordinance –Traffic Code Revisions

Submitted by: Derek Mayo Public Works & Utilities

Recommended Action or Motion: Staff recommends Council consider first reading of the proposed ordinance revising portions of the Traffic Code.

Background/Summary:

An ordinance is required to revise regulatory signing on the city street system. The proposed ordinance reflects parking revision requests from two downtown businesses, a request from the Ellensburg Police Department, and a request from Ellensburg School District for changing the stop control configuration at an intersection.

The proposed revisions and justifications are as follows:

- Timed Parking (ECC 8.14.020):
 - Per confirmation with the property owner at 414 N. Pearl St., remove the two 15-Min. parking stalls in front of this location. These stalls would then revert back to 3-Hr Parking.
 - Per the request from the Ellensburg Police Department (EPD), the two 15-Min. parking stalls along their Pearl St. frontage would be expanded to 4 stalls to better serve the needs of the EPD.
 - Per the request of Hayday Bake and Brew (215 W. 3rd Ave.), add a 15-Min. parking stall in front of their building to better accommodate their customers.
 - Per the request of Hayday Bake and Brew and after confirmation from adjacent property owners, Consolidated Communications, the loading zone on the South side of 3rd Ave., immediately east of Water St. is proposed to be removed and added to the 3-Hr timed parking.
- Loading Zone (ECC 8.30.020):

- Removal of the Loading Zone per the previous request from Hayday Bake and Brew to change this to 3-Hr parking.
- Two-Way Stop Intersection (ECC 8.36.040) and All-Way Stop Intersection (ECC 8.36.080):
 - As a part of the Mount Stuart Replacement School and the New Elementary School the ESD's Traffic Impact Analysis (TIA) and their design team recommended converting the intersection of 15th Ave. and Cora St. from a two-way stop configuration to a four-way or all-way stop configuration.

Previous Council Action: No Previous Council Action

Analysis: Staff has reviewed the proposed parking revision requests to sections 8.14.020 and 8.30.020 of the ECC and have no objections or concerns with these requests.

Staff has also worked closely with the ESD's design team and Traffic Consultant regarding the proposed changes to the stop configuration of the intersection of 15th Ave. and Cora St. The consultant's analysis modeled and evaluated the current condition of this intersection and the post project conditions of the intersection in their TIA. The attached supplemental portion of the TIA shows that revisions to this intersection are necessary to accommodate the project and still meet the City's required level of service standards. The project applicant (ESD) has stated that they will be staggering the start times of the two elementary schools by a minimum of 30 minutes to help alleviate traffic concerns. With that condition, their licensed traffic engineer modeled and evaluated the intersection based on leaving the intersection as is, converting the intersection to an all-way stop configuration, or installing a traffic signal at this intersection.

Modeling showed that leaving the intersection at its current two-way stop configuration would cause the intersection to fall below our adopted Level of Service (LOS) standards, which is a minimum level of C. They also modeled and evaluated the intersection with an all-way stop controlled (four-way stop)

intersection and with a traffic signal. Both of these mitigation concepts resulted in a level of service standard that meets our current adopted standards.

The traffic engineer then completed the signal warrant analysis that is outlined in the Manual on Uniform Traffic Control Devices, the adopted traffic control guidance manual for the state of Washington. The recommended signal warrants were not met through the modeled year 2025, and therefore the recommendation included in the TIA is for the conversion to an all-way stop configuration.

Staff reviewed the TIA and signal warrant analysis completed by the ESD's traffic engineer, and based on the results provided, concur with the proposal. Although traffic signal warrants were not met in the model year 2025 they were close and may be warranted beyond the model year. With this, staff requested that ESD install the underground conduits to accommodate a future traffic signal as part of their required improvements on Cora Street, and they are supportive of this request. This would allow the future installation of a traffic signal without a significant amount of underground excavation and road crossings, which would save a significant amount of time, construction traffic impacts and cost on a future traffic signal installation.

Financial Impact: No Fiscal Impact

Attachments:

[ESD TIA Supplemental Memo.pdf](#)

[Proposed Ordinance - Traffic Code Amendments](#)

TO: Derek Mayo, P.E., City Engineer
FROM: Bill White, Senior Planner
 Matt McDonald, P.E., Civil Engineer
DATE: December 2019
JOB NO.: 6313.001.00
RE: Cora Street Elementary Schools (Mt. Stuart & New School),
 Traffic Impact Analysis, Supplemental Memorandum #1
CC: Damon Gardella, PMP, DBIA, Senior Project Manager

☐ Urgent ☒ For Review ☒ Please Comment ☒ Please Reply ☐ For Your Use

This memorandum provides a supplemental analysis to support two (2) separate traffic impact analysis (TIA) studies prepared regarding the reconstruction of Mt. Stuart Elementary School and construction of a new elementary school in Ellensburg. The TIA's addressed different access alternatives, aspects of the project that have been evolving with design and siting assessments. This supplemental memorandum addresses a third access alternative, an option to provide access to both schools via Cora Street only north of 15th Avenue. Two variations of this access alternative were reviewed; one assuming operation of schools simultaneously and the other reflecting staggered operation (schools start and end at different times).

Through the two previous TIA iterations, the first submitted in April 2019 and the second October 2019, it was confirmed off-site transportation impacts and recommendations would not change between alternatives for further removed streets and intersections (from the site). This has led to the conclusion that off-site conditions would not change substantially with subsequent access alternatives. Following coordination and confirmation with the City Engineers office, it was agreed supplemental memorandums could be used to evaluate further access alternatives, addressing only the intersections and driveways most impacted by development of the schools. Thus, this supplemental study addresses conditions for the following locations:

- ◆ Helena Avenue/Water Street
- ◆ 15th Avenue/Water Street
- ◆ 15th Avenue/Cora Street
- ◆ 15th Avenue/Mt. Stuart Approach

The analysis of the intersections above focuses on the AM and PM peak generator hours of both schools, being the highest time of impact upon adjacent streets. The impact of schools during the traditional PM peak hour is negligible; thus, this timeframe was neglected for this submittal.

This is not a standalone study and should be reviewed in coordination and context with the April and October 2019 TIAs to understand methods, assumptions, and conclusions. The supplement would further support State SEPA and GMA review processes, and also to support the City permit process. Please review this memorandum and let us know if you have further questions.

1. CORA STREET ALTERNATIVE

A description of school projects is provided with the TIAs, defining the building proposal (building size, parking capacities, etc.), forecast attendances (500-students per school), and trip generation potentials. TIAs reviewed traffic conditions for seventeen City intersections during the PM peak hour of the weekday, providing recommendations for improving mobility and safety.

The third access proposal includes minor changes to site location, but still within the general areas specified. The primary difference is both schools would access Cora Street north of 15th Avenue. Site plans have been attached as **Figure S-1-1** for Mt. Stuart and **S-1-2** for the new elementary.

The Mt. Stuart site plan confirms relocation of the school to the northern half of a 17.47-acre ESD property. Access to a parent zone and parent/visitors parking lot would be provided by one or two driveways located along Cora Street between Bluegrass Lane and 16th Avenue. A fire loop access would be located near the north site boundary and a driveway would access a small staff parking lot developed in alignment with 16th Avenue. The school would develop one to two driveways along 15th Avenue to provide access to a bus zone and staff parking. The Mt. Stuart site would have capacity for 14-vehicles within the parent zone, 10 buses within the bus zone, and 226 parking stalls for staff, parents, and visitors.

The new elementary school would be accessed through an extension of Cora Street north from the present terminus, over/through Cascade State Park Trail (formerly known as the John Wayne Trail) to 112-feet short of the Helena Avenue right-of-way, about a 1,050-foot extension. Per coordination with the City Engineers office, the collector street would be improved/widened to 38-feet with curb, gutter, and offset/buffered sidewalks along the west side of the road (curb, gutter, and sidewalk already exist east) from 15th Avenue to the Trail. After the Trail, a partial-width street would be extended to the northern terminus with curb, gutter, and offset/buffered sidewalk located along the east side. The partial width of the street must still be developed in coordination with City Engineers office, but some guidance is provided later in this document.

The new elementary school would be located within the northeastern third of a 29.12-acre ESD property south of the Helena Avenue right-of-way and west of the “Trails Edge” neighborhood. The site plan shows the project would be developed with a 70-vehicle parking lot for staff, visitors, and parents. The parking lot would be accessed along a single driveway along Cora Street north of the Trail, also accessing a parent zone with capacity for 15-vehicles. An 8-vehicle capacity bus zone would be located further north, with one-way inbound and outbound only driveways aligned along Cora Street. Overflow parking would be available via the Mt. Stuart site, as/when needed.

2. YEAR 2025 ANALYSIS

The year 2025 (6-year) analysis was performed for the Cora Street access alternative. Traffic forecasts were developed as described by the TIA. In summary, a 3.1-percent annual growth rate was applied to reflect about 20-percent baseline traffic growth by year 2025. The forecasts were combined with the trip assignments from three concurrent development projects, the CWU Residence Hall, Central Student Apartments, and Falcon Crest. Site trip assignments for existing Mt. Stuart Elementary School were reduced from forecasts, followed by an adjustment of trips to address the 15th Avenue/Water Street to 14th Avenue/Main Street roadway extension project (with a traffic signal at 15th Avenue/Water Street). Finally, the project trip assignments from both schools were reassigned to study intersections, reflecting attendance of 1,000 students. The details of the forecasting process are again provided with the TIA.

The difference from the October 2019 TIA was the distribution and assignment of trips within the immediate vicinity of both schools, having a change in impact to the intersections emphasized by this study. Again, there is no impact anticipated at intersections outside of those represented below, which is why they were not addressed within this supplemental memo.

The supplemental analysis assumes 90-percent of the trips traveling to/from Mt. Stuart will use Cora Street to access parent zones at the school during the AM and PM peak generator hours. The remaining 10-percent will access the site via 15th Avenue driveways, representing the later arrival of staff and some visitors to westerly parking (most staff will arrive before the AM generator hour and leave after the PM generator hour). 100-percent of trips were anticipated to access the new elementary school via Cora Street. The result is that 1,700 average daily trips (ADT) are anticipated along Cora Street north of 15th Avenue with about 945 ADT north of Cascades State Park Trail following school development, by year 2025. The resulting 6-year forecasts are shown for the peak generator hours with the attached **Figure S-1-3**.

Two capacity evaluations were performed for this study, with one assuming the schools would operate upon the same schedule (start and end at the same time). The second analysis assumes staggered operating times for the two schools (separation of 20- to 30-minutes). Essentially, the change in traffic volumes would be minimal with the staggered start of the schools as trips would still operate within the same peak generator hours (relatively). So, the two operating conditions were distinguished using adjustments of the peak hour factor in the Synchro analysis tool.

The peak hour factor (PHF) is a measure of traffic demand fluctuations during an hour timeframe, having values that most typically range from 0.70 up to 1.00. A reduced PHF indicates that traffic volumes can fluctuate during the analysis timeframes (intermittent low and high approach traffic), whereas a high peak hour factor indicates better uniformity in traffic (consistently similar approach volumes). Thus, a PHF of 0.70 was used to address the schools operating on the same schedule, as there would be a “high tide” of traffic approaching and departing within a condensed timeframe. The standard City PHF of 0.92 was used to address the staggered start as approaching and departing school traffic would depart more uniformly over peak generator hours.

A level-of-service (LOS) analysis was developed in Synchro for supplemental study intersections based on methodologies described with both TIAs. The summary of resulting LOS is shown with **Table S-1** below for peak generator hours. Provided are LOS and control delays for a “concurrent” condition with the reduced PHF and the “staggered” operating condition via use of the full PHF.

Table 8. Year 2025 School Intersection LOS, Peak Generator Hours									
Int. Key	Signalized Intersection (Overall Intersection)	Concurrent, Reduced PHF				Staggered, Full PHF			
		AM Generator		PM Generator		AM Generator		PM Generator	
		LOS ¹	Delay ²	LOS ¹	Delay ²	LOS ¹	Delay ²	LOS ¹	Delay ²
3.	Water Street/15 th Avenue	C	20.3	B	10.2	B	11.1	A	7.8
Int. Key	One or Two-Way Stop (Worse Approach/Movement)	AM Generator		PM Generator		AM Generator		PM Generator	
		LOS ¹	Delay ²	LOS ¹	Delay ²	LOS ¹	Delay ²	LOS ¹	Delay ²
		LOS ¹	Delay ²	LOS ¹	Delay ²	LOS ¹	Delay ²	LOS ¹	Delay ²
2.	Cora Street/15 th Avenue	F	214.1	C	19.0	E	38.4	B	13.7
1.	Primary Access/15 th Avenue	B	11.7	B	10.2	B	10.8	A	9.7
Int. Key	All-Way Stop (Overall Intersection)	AM Generator		PM Generator		AM Generator		PM Generator	
		LOS ¹	Delay ²	LOS ¹	Delay ²	LOS ¹	Delay ²	LOS ¹	Delay ²
		LOS ¹	Delay ²	LOS ¹	Delay ²	LOS ¹	Delay ²	LOS ¹	Delay ²
4.	Water St/Helena Ave	C	20.7	B	13.5	B	12.4	B	10.5
1. LOS = levels of service									
2. Average control delay									

The City of Ellensburg maintains a LOS C standard for intersections, meaning improvements may be necessitated for intersections that function below this standard (LOS D to F). As shown, the signalized Water Street/15th Avenue intersection and the Water Street/Helena Avenue all-way stop is forecast to function in acceptable LOS ranges during both peak generator hours under both the concurrent and staggered analysis scenarios. The supplemental study conservatively assumes one driveway access along 15th Avenue to/from the Mt. Stuart site, also forecast to function acceptably under both conditions during peak generator hours. LOS/delay would be even further improved if two driveways were developed.

However, the Cora Street/15th Avenue intersection is forecast to function below desired capacity tolerances during the AM peak generator hour, with a LOS F condition noted during the concurrent school timeframe and LOS E during the staggered timeframe. This indicates that transportation improvements should be considered to address the capacity issue, as to assure the function of the intersections during this timeframe. Note the PM peak generator hour was not an issue regardless of the forecast condition.

Improvement Recommendations. As indicated, a LOS issue was identified for the 15th Avenue and Water Street intersection under both forecast conditions, although the staggered start did provide improved LOS over schools operating concurrently. Improvements were reviewed to address the LOS deficiency for both conditions, which are summarized as follows:

- ◆ **Staggered Start.** The intersection functions at LOS E with a staggered start of schools. The implementation of an all-way stop will improve capacity back into the LOS C range. Existing 15th Avenue and future Cora Street will be wide enough to stripe turn lanes without realigning/reconstructing curb lines. Thus, striping southbound left-turn and westbound right-turn lanes would further improve capacity, elevating the intersection to LOS B during the AM peak generator hour. A signal is not warranted or recommended under this condition to return capacity back to an acceptable LOS.
- ◆ **Concurrent Start.** The intersection functions at LOS F with the concurrent operation of both schools. In this situation, an all-way stop alone would not be sufficient to address the LOS issue, even with turn lanes. ROW is insufficient for a full urban or compact urban roundabout. Otherwise, it appears a traffic signal would be needed to promote acceptable LOS. Installation of a signal without turn lanes would promote a LOS B condition. Provision of the southbound left and westbound right-turn lanes would promote a LOS A condition. Again, it is surmised these lanes could be striped at the intersection. Note that mini-roundabouts have been used more frequently by local jurisdictions in Washington State as an alternative to a signal. A design study would be needed to confirm what size “mini” roundabout could address school traffic plus and future growth at this location. The construction cost of a mini roundabout is comparable to a basic signal system (this assumes no intersection widening). The benefit of the mini roundabout would be more continuous traffic movements with a drawback potentially being less predictable pedestrian movement.

Pedestrians. Either improvement (all-way stop or signal) would provide additional protection for the crossing at 15th Avenue/Cora Street. This is important as pedestrian traveling 15th Avenue must use the south side of the street to approach and depart the school, as this is where sidewalk is presently available (sidewalk is missing on the north side). They then must cross 15th Avenue at Cora Street to access either school. Note that in the absence of pedestrian counts and/or forecasts, pedestrians were accounted for in the traffic models at 20 pedestrians per intersection per peak hour.

Typically, signals provide a safe pedestrian environment because they control traffic and do not release vehicles until the pedestrian phase ends. That said, there are measures that can be taken to reinforce pedestrian safety at an all-way stop without the need for a full traffic signal. Crossing guards, an overhead beacon (pedestrian-actuated), the strategic placement of rectangular rapid-flash beacons (RRFBs), or possibly a high-intensity activated crosswalk (HAWK) beacon, are all compliant safety devices that can be used without having to construct a full traffic signal. A signal would not likely meet MUTCD warrants based solely on vehicle traffic conditions. Although it may be warranted based on Warrant 4 (Pedestrian Volume) or Warrant 5 (School Crossing), a signal is not likely the best solution given all the other tools that are available for pedestrian safety.

Cora Street. Cora Street will be widened and extended with development of the schools. The City has required the widened section to conform to collector standards from 15th Avenue through Cascade State Park Trail, a 38-foot wide roadway with offset/buffered sidewalk, curb, and gutter. However, the partial width cross section north of the Trail, adjacent to the new elementary school, must still be coordinated with the City engineer's office.

The extended section would extend curb, gutter, and sidewalk north from the Trail along the east side of the street, adjacent to the school. Guidance regarding the width of the street has been recommended per information gathered from *A Policy on Geometric Designs of Highways and*

Streets (7th Edition, AASHTO, 2018). Per this guideline, a 22 to 24-foot section would be sufficient to preliminary address two-way travel along a collector, as based on sections 6.3.2.1 and 6.2.2.1. The first section references guidance for urban collectors and indicates a desired an average 11-foot and desired 12-foot width is needed per lane along a two-way street, a 22 to 24-foot section.

The next section is for rural collectors, but provides guidance based on volumes ranging from 400 to 2,000 ADT. The section indicates a 20- to 35-mph street should have a travel width of 20-feet with a 4-foot shoulder on the opposite side of the street (assumed curb, gutter, and sidewalk developed side), for a 24-foot section.

Given this information, a 24-foot section is recommended for Cora Street north of the Trail. The conclusion above assumes no further developments or properties would access Cora Street, which in all practicality would be a school approach until the opposite property is developed and/or when Helena Avenue is extended. With a 24-foot section, for at least the immediate future, it may make sense to provide an interim, partial cul-de-sac or hammerhead north of the Trail so vehicles can turn around in the event the approach becomes blocked. Coordination with the City should occur to determine the design of this turnaround, if it were required. Finally, this section would preclude on-street parking and “No Parking” signs should be used to enforce compliance.

In further regard to pedestrians and bicycles, the free movement of traffic is not recommended at Cascade State Park Trail. However, full stopping of school traffic could result in lengthy queues along the Trail. Thus, yield signs with stop bars are recommended at the crossing. Advanced and at-intersection “pedestrian crossing” and “yield to pedestrians” signage should be used to further protect the crossing. Signage should also be placed along the Trail in advance to Cora Street to warn pedestrians and bicyclists of potential upcoming vehicle traffic.

3. CONCLUSIONS AND RECOMMENDATIONS

Supplemental Memorandum #1 reviews the potential for reconstructed Mt. Stuart Elementary School and a new elementary school to secure access off Cora Street north of 15th Avenue in Ellensburg. The analysis concludes access can successfully be achieved for the schools, so long as the following improvements are developed to provide for the mobility and safety of traffic and pedestrians:

- ◆ If schools operate on a staggered schedule (starting and ending at least 20- to 30-minutes apart), provide an all-way stop at 15th Avenue/Cora Street to address a forecast LOS E deficiency. Pedestrian enhancements should include high-visibility continental (ladder) striping, signage, and advanced signage. Crossing guards, an overhead beacon (pedestrian-actuated), the strategic placement of RRFBs, or possibly a HAWK beacon, are all compliant safety measures that can be taken without having to construct a full traffic signal. The use of high-visibility signing, advanced high-visibility signing, and continental



Rectangular rapid-flash beacon (left) and high-intensity activated crosswalk beacon (right).

stripes (a.k.a. ladders) for an all-way stop, are also recommended in concert with these pedestrian improvements. This would allow drivers more perception time to better view pedestrians at the intersection.

- ◆ If schools operate concurrently (on the same time schedule), provide a traffic signal or mini-roundabout (subject to design study) at the 15th Avenue/Cora Street to address a forecast LOS F issue. Pedestrian enhancements should include high-visibility continental (ladder) striping and beacons.
- ◆ Stripe a southbound left-turn lane along improved Cora Street and a westbound right-turn lane (at the intersection) to provide additional capacities. Sufficient widths are available without having to widen streets further.
- ◆ Cora Street would be constructed to City standard north of 15th Avenue through Cascade State Park Trail. An interim, 24-foot street section is recommended as an extension north of the Trail to provide for two-way traffic. This recommendation includes a turnaround at the Trail and assumes no other properties access the street. No parking signs should be provided along the roadway until it is widened.
- ◆ Advanced and at-crossing pedestrian crossing awareness signs should be provided along Cora Street in advance of Cascade State Park Trail. Stop bars with yield signs and stop bars should be considered at the Trail Crossing itself. Conversely, notification of a traffic crossing should be provided along the Trail in advance of Cora Street.

This technical memorandum was developed to support and complement March and October 2019 submittals of more comprehensive TIAs developed for the City. Questions regarding conditions outside of the study area addressed with this supplement can be found in these studies, along with assumptions and methodologies.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ELLENSBURG, WASHINGTON, RELATING TO TITLE 8 “TRAFFIC” AND AMENDING SECTIONS 8.14.020, 8.30.020, 8.36.040 AND 8.36.080 OF THE ELLENSBURG CITY CODE.

WHEREAS, staff made contact with the property owners at 414 N. Pearl St. and they are supportive of the removal of the two 15 Min. parking spaces in front of their location;

WHEREAS, staff received a request from Hayday Bake and Brew (215 W. 3rd Ave.) to remove the loading zone parking in front of Consolidated Communications and to install a 15 Min. parking space directly in front of their building. Staff confirmed with Consolidated Communications that they are in support of the conversion of the Loading Zone to 3 Hr. parking in front of their location;

WHEREAS, staff received a request from the Ellensburg Police Dept. to expand the 15 Min. parking on Pearl St., in front of the police station from 2 stalls to 4 stalls;

WHEREAS, as apart of the design of the Mt. Stuart Replacement School and the new elementary school, the Ellensburg School District hired a consultant to complete a Traffic Impact Analysis (TIA) of their proposed project and potential impacts on traffic. The completed TIA requires that the start times of the two elementary schools are staggered by 30 min. and the conversion of the intersection of 15th Ave. and Cora St. from a two-way stop controlled intersection to a four-way stop controlled intersection is necessary to meet the City’s adopted Level of Service standards;

NOW, THEREFORE, the City Council of the City of Ellensburg, Washington do hereby ordain as follows:

Section 1. Section 8.14.020 of the Ellensburg City Code, as last amended by Section 2 of Ordinance 4842, is hereby amended to read as follows:

8.14.020 Timed parking – Times and days.

When signs are erected giving notice thereof, no person shall park a vehicle at the prohibited times and days as posted upon any of the following described streets or portion thereof:

Street Name	Side	Location	Timed Restriction
Alder St.	West	From centerline of Eleventh Ave. to a point 155 feet south thereof.	Two-hour parking from 8:00 a.m. to 5:00 p.m. except Saturdays, Sundays and holidays.

Capitol Ave.	North	From Ruby St. to Anderson St.	15-minute parking from 8:00 a.m. to 3:30 p.m. while school is in session.
Eleventh Ave.	North	From Alder St. to Maple St.	Two-hour parking from 8:00 a.m. to 5:00 p.m. except Saturdays, Sundays and holidays.
Eleventh Ave.	South	From the centerline of Alder St. to a point 110 feet east of centerline of Maple St.	Two-hour parking from 8:00 a.m. to 5:00 p.m. except Saturdays, Sundays and holidays.
Eleventh Ave.	South	From centerline of Alder St. to a point 135 feet west thereof.	Two-hour parking from 8:00 a.m. to 5:00 p.m. except Saturdays, Sundays and holidays.
Fifth Ave.	Both	Water St. to Main St.	Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Fifth Ave.	South	Pearl St. to the alley east of Pearl St.	Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Fifth Ave.	North	Pearl St. to Pine St.	Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Fifth Ave.	South	From alley east of Pearl St. to Pine St.	Three-hour parking from 12:00 noon to 6:00 p.m. except Sundays and holidays.
Fifth Ave.	South	Main St. to Pearl St.	Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Fifth Ave.	North	Main St. to the alley east of Main St.	Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Fifth Ave.	North	From centerline of Sprague St. to the alley west of Sprague St.	Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Fourth Ave.	Both	Water St. to Ruby St.	Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.

Fourth Ave.	South	From Sprague St. west to the alley.	Half-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Main St.	Both	From the centerline of Third Ave. to the centerline of Fifth Ave.	Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Main St.	West	From the centerline of Fifth Ave. to the centerline of Sixth Ave.	Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Main St.	East	From the centerline of Fifth Ave. to a point 121 feet north of the centerline of Fifth Ave.	Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Main St.	East	From a point 236 feet north of the centerline of Fifth Ave. to the centerline of Sixth Ave.	Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Nanum St.	West	From a point 42 feet south of the south right-of-way of Sixth Ave. to a point 120 feet south of the south right-of-way of Sixth Ave.	Two-hour parking from 9:00 a.m. to 6:00 p.m. except Saturdays, Sundays and holidays.
Okanogan St.	East	From a point 38 feet north to north right-of-way of University Way to south right-of-way of alley between University Way and Ninth Ave.	Two-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
<u>Pearl St.</u>	<u>East</u>	<u>Between two points lying 124 feet to 146 feet south of the centerline of Fifth Ave. and between two points lying 188 feet to 210 feet south of the centerline of Fifth Ave.</u>	<u>15-minute parking between 8:00 a.m. and 6:00 p.m. except Sundays and holidays.</u>
Pearl St.	West	From the centerline of Fourth Ave. to the centerline of Fifth Ave.	Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Pearl St.	East	From Fifth Ave. south to a point 124 feet south of centerline of Fifth Ave. and between two points lying 146 feet to 188 feet south of centerline of Fifth Ave. and between two points lying 210 feet to 311 feet south of centerline of Fifth Ave.	Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.

Pearl St.	East	From the centerline of Fifth Ave. to the centerline of Sixth Ave.	Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Pearl St.	West	From the centerline of Fifth Ave. to a point 185 feet north.	Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Pearl St.	East	From the south right-of-way line of Third Ave. to a point 50 feet south thereof.	15-minute parking between 8:00 a.m. and 6:00 p.m. except Sundays and holidays.
Pearl St.	East	From a point 232 feet south of the south right-of-way line of Third Ave. south to Second Ave.	Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Pearl St.	East	From the centerline of First Ave. to a point 175 feet north of the centerline of First Ave.	Three-hour parking between 8:00 a.m. and 6:00 p.m. except Sundays and holidays.
Pearl St.	East	From a point 150 475 feet north of the centerline of First Ave. to a point 200 feet north of the centerline of First Ave.	15-minute parking between 8:00 a.m. and 6:00 p.m. except Sundays and holidays.
Pearl St.	West	Between two points lying 212 feet south and 172 feet south of right-of-way line of Third Ave.	15-minute parking between 8:00 a.m. and 6:00 p.m. except Sundays and holidays.
Pearl St.	West	From a point 212 feet south of the south right-of-way line of Third Ave. south to the centerline of Second Ave.	Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Pearl St.	West	From the centerline of Fourth Ave. to a point 90 feet south and from a point 115 feet south of the centerline of Fourth Ave. to the centerline of Third Ave.	Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Pearl St.	West	Between two points lying 90 feet and 115 feet south of the centerline of Fourth Ave.	15-minute parking between 8:00 a.m. and 6:00 p.m. except Sundays and holidays.

Pearl St.	East	From the centerline of Fourth Ave. to a point 168 feet south and from a point 190 feet south of the centerline of Fourth Ave. to the centerline of Third Ave.	Two-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Pearl St.	West	From the centerline of Seventh Ave. to a point 145 feet north and from the centerline of Seventh Ave. south to Sixth Ave.	Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Pearl St.	East	Between two points lying 168 feet and 190 feet south of the centerline of Fourth Ave.	15-minute parking between 8:00 a.m. and 6:00 p.m. except Sundays and holidays.
Pine St.	Both	From the centerline of Second Ave. to the centerline of Fifth Ave.	Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Pine St.	Both	The twelfth space north of the centerline of Third Ave.	15-minute parking between 8:00 a.m. and 6:00 p.m. except Sundays and holidays.
Pine St.	East	The twelfth and thirteenth spaces north of the centerline of Fourth Ave.	15-minute parking between 8:00 a.m. and 6:00 p.m. except Sundays and holidays.
Pine St.	West	From the centerline of Sixth Ave. to a point 145 feet south.	30-minute parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Pine St.	West	From the centerline of Second Ave. to the centerline of Third Ave.	Two-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Poplar St.	East	From the centerline of Seventh Ave. 180 feet north thereof.	Two-hour parking from 8:00 a.m. to 5:00 p.m. except Saturdays, Sundays and holidays.
Ruby St.	West	From the centerline of Fifth Ave. to a point 95 feet south of Fourth Ave.	Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.

Ruby St.	East	From the centerline of Capitol Ave. to the centerline of First Ave.	15-minute parking between 8:00 a.m. and 6:00 p.m. except Sundays and holidays.
Ruby St.	West	From Third Ave. to a point 180 feet south thereof.	Three-hour parking from 8:00 a.m. to 6:00 p.m.
Sampson St.	East	From a point 40 feet south of the centerline of Capitol Ave. to 266 feet south of the centerline of Capitol Ave.	15-minute parking between 8:00 a.m. and 6:00 p.m. except Sundays and holidays.
Seventh Ave.	North	From Anderson St. to Walnut St.	One-hour parking from 6:00 a.m. to 6:00 p.m. except Sundays and holidays.
Seventh Ave.	South	From centerline of Chestnut St. east to the termination of the Seventh Ave. right-of-way.	Three-hour parking from 8:00 a.m. Monday and ending 8:00 a.m. Saturday, except all legal holidays.
Seventh Ave.	South	From Main St. east 120 feet to the alley.	One-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Sixth Ave.	North	From the centerline of Chestnut St. east to the centerline of Poplar St.	Three-hour parking from 8:00 a.m. Monday and ending 8:00 a.m. Saturday, except all legal holidays.
Sixth Ave.	North	From a point 99 feet east of the centerline of Main St. to a point 150 feet east of the centerline of Main St.	Half-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Sixth Ave.	South	From Nanum St. west 120 feet to the alley.	Two-hour parking 9:00 a.m. to 6:00 p.m. except Saturdays, Sundays and holidays.
Sixth Ave.	South	From a point 120 feet east of the centerline of Main St. to a point 118 feet west of the centerline of Pearl St.	Half-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Sixth Ave.	South	From a point 123 feet west of the centerline of Water St. to a point 120 feet east of the centerline of Main St.	Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.

Sprague St.	East	From Fifth Ave. to a point 146 feet north of the centerline of Fifth Ave.	15-minute parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Sprague St.	East	From a point 273 feet north of the centerline of Fifth Ave. north to Sixth Ave.	15-minute parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Sprague St.	West	From the centerline of Fourth Ave. to a point 160 feet south of Fourth Ave.	Two-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Sprague St.	West	From centerline of Fifth Ave. to a point 160 feet north of the centerline of Fifth Ave.	Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Tacoma Ave.	North	From Water St. east to alley.	30-minute parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Third Ave.	North	Water St. to Pine St.	Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Third Ave.	North	From a point 95' east of the centerline of Water St. to a point 115' east of the centerline of Water St.	15-minute parking from 8:00 a.m. to 6:00 p.m.
Third Ave.	South	Main Water St. to Pearl St.	Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Third Ave.	South	From a point 1,080 feet east of the east curbline of Alder St. eastward 65 feet.	Half-hour parking 8:00 a.m. to 5:00 p.m. except Saturdays, Sundays and holidays.
Third Ave.	South	From Pearl St. to alley east of Pearl St.	15-minute parking from 8:00 a.m. to 6:00 p.m.
Third Ave.	South	From Pine St. west to the alley.	Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays.
Water St.	East	From Capitol Ave. to First Ave.	Two-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Water St.	East	From Tacoma Ave. to a point 240 feet north of centerline of Tacoma Ave.	30-minute parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.

Water St.	East	From a point 140 feet north of centerline of Washington Ave. to a point 240 feet north of centerline of Washington Ave.	Two-hour parking from 8:00 a.m. to 6:00 pm. except Sundays and holidays.
Water St.	West	From Fifth Ave. to a point 160 feet south of Fifth Ave.	Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Water St.	West	From Fifth Ave. to Sixth Ave.	Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Water St.	East	From a point 177 feet north of centerline of Fifth Ave. to a point 217 feet north of centerline of Fifth Ave.	Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Water St.	West	From a point 140 feet north of centerline of Tacoma Ave. to a point 240 feet north of centerline of Tacoma Ave.	30-minute parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Water St.	West	From Tacoma Ave. to a point 140 feet south of centerline of Tacoma Ave.	Two-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Water St.	West	From Third Ave. to a point 98 feet north of centerline of Third Ave.	30-minute parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Water St.	West	From a point 250 feet south of centerline of Third Ave. to Third Ave.	30-minute parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Water St.	West	From Washington Ave. to First Ave.	Two-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.

[Ord. 4842 § 2, 2019; Ord. 4833 § 1, 2019; Ord. 4779 § 2, 2017; Ord. 4730 § 3, 2016; Ord. 4702 § 1, 2015; Ord. 4677 § 1, 2014; Ord. 4635 § 2, 2013; Ord. 4620 § 3, 2012; Ord. 4590 § 3, 2011; Ord. 4561 § 2, 2010; Ord. 4404, 2005; Ord. 4387, 2004; Ord. 4372, 2003; Ord. 4361, 2003; Ord. 4312, 2002; Ord. 4291, 2001; Ord. 4251, 2000; Ord. 4239, 2000; Ord. 4169, 1998; Ord. 4143, 1998; Ord. 4107, 1997; Ord. 4099, 1997; Ord. 4089, 1997; Ord. 4086, 1997; Ord. 4067 § 1, 1996; Ord. 4055 § 4, 1996; Ord. 4014 § 1, 1995; Ord. 4010 § 1, 1995; Ord. 3994 § 1, 1995; Ord. 3953 § 1, 1994; Ord. 3892 § 1, 1993; Ord. 3858 § 1, 1993; Ord. 3814 § 1, 1992; Ord. 3727 § 1, 1991; Ord. 3699 § 1, 1990; Ord. 3694 § 2, 1990; Ord. 3627 § 1, 1988; Ord. 3613 § 1, 1988; Ord. 3612 § 2, 1988; Ord. 3607 § 1, 1987; Ord. 3606 § 1, 1987; Ord. 3577 § 1, 1987; Ord. 3552 § 1,

1986; Ord. 3540 § 1, 1986; Ord. 3517 § 1, 1985; Ord. 3508 § 1, 1985; Ord. 3452 § 3, 1984; Ord. 3424 § 2, 1984; Ord. 3387 § 3, 1983.]

Section 2. Section 8.30.020 of the Ellensburg City Code, as last amended by Section 2 of Ordinance 4833, is hereby amended to read as follows:

8.30.020 Loading zone established.

When the following locations are designated by appropriate signs, a loading zone shall be established and reserved for the parking of vehicles while in the act of taking on or removing loads or passengers and it shall be unlawful to park any motor vehicle in said area.

Street Name	Side	Location
Anderson St.	West	From Manitoba Ave. to Tacoma Ave. from 8:15 a.m. to 8:45 a.m. and from 2:45 p.m. to 3:15 p.m. Monday through Friday.
Fifth Ave.	South	From alley between Pearl and Pine Sts. to Pine St. from 6:00 a.m. to 12:00 noon seven days a week.
First Ave.	North	From a point 58 feet east of the centerline of Sprague St. east to the alley located between Sprague St. and Anderson St. from 7:30 a.m. to 8:30 a.m. and from 2:30 p.m. to 3:30 p.m. while school is in session.
First Ave.	South	From a point 141 feet west of the centerline of Sprague St. to a point 58 feet west of the centerline of Sprague St. from 7:30 a.m. to 8:30 a.m. and from 2:30 p.m. to 3:30 p.m while school is in session.
Fourth Ave.	South	From a point 130 feet east of the centerline of Sprague St. to a point 150 feet east of said centerline.
Main St.	East	From a point 121 feet north of the centerline of Fifth Ave. to a point 236 feet north of the centerline of Fifth Ave.
Manitoba Ave.	South	From a point 115 feet west of the centerline of Sprague St. to a point 137 feet west of said centerline.

Street Name	Side	Location
Nanum St.	West	From a point 50 feet south of the south right-of-way of Sixth Ave. to a point 100 feet south of said right-of-way.
Pine St.	West	The sixth vehicular parking space south of Fourth Ave. from 8:00 a.m. to 6:00 p.m., Monday through Saturday.
Sixth Ave.	North	From a point 371 feet east of the centerline of Chestnut St. to a point 398 feet east of said centerline.
Sixth Ave.	South	From a point 50 feet east of the centerline of Water St. to a point 175 feet east of the centerline of Water St.
Third Ave.	South	From a point 910 feet east of the east side of Alder St. to a point 920 feet east of said Alder St.
Third Ave.	South	From the west right-of-way line of the alley between Main St. and Water St. extending westerly 66 feet.
Water St.	East	From a point 256 feet north of the centerline of Fifth Ave. to Sixth Ave.
Water St.	East	From a point 135 feet south of the centerline of University Way to University Way.

[Ord. 4833 § 2, 2019; Ord. 4805 § 2, 2018; Ord. 4670 § 2, 2014; Ord. 4590 § 4, 2011; Ord. 4544 § 4, 2009; Ord. 4490 § 5, 2007; Ord. 4432 § 2, 2006; Ord. 4404, 2005; Ord. 4391, 2004; Ord. 4387, 2004; Ord. 4312, 2002; Ord. 4256, 2000; Ord. 4217, 1999; Ord. 3818 § 1, 1992; Ord. 3814 § 3, 1992; Ord. 3624 § 1, 1988; Ord. 3562 § 1, 1986; Ord. 3426 § 2, 1984; Ord. 3387 § 9, 1983.]

Section 3. Section 8.36.040 of the Ellensburg City Code, as last amended by Section 7 of Ordinance 4842, is hereby amended to read as follows:

8.36.040 Two-way stop intersections designated – Procedures required.

The following intersections, when appropriately signed, are designated as two-way stop streets, and all traffic proceeding on the first street indicated shall first come to a complete stop before proceeding into the intersection with the second designated street, then enter with due caution and yield the right-of-way to all other traffic proceeding on each such designated cross-street:

Alder St. at Sanders Road
Alder St. at Third Ave.
Anderson St. at Fifth Ave.
Anderson St. at Fourth Ave.
Anderson St. at Manitoba Ave.
Anderson St. at Seventh Ave.
Anderson St. at Tacoma Ave.
Anderson St. at Third Ave.
“B” St. at Eleventh Ave.
Berry Road at Burlington Northern Railroad Tracks
Bull Road and Willow St. at Mountain View Ave.
“C” St. at Ninth Ave.
“C” St. at Tenth Ave.
Chestnut St. at Third Ave.
Cle Elum St. at Seventh Ave.
Cle Elum St. at Sixth Ave.
Cobblefield St. at Idaho Ave.
~~Cora St. at Fifteenth Ave.~~
Countryside Ave. at Airport Road
Countryside Ave. at Ellington St.
Countryside Ave. at Gail Road
Delphine St. at Eleventh Ave.
Delphine St. at Tenth Ave.
Eleventh Ave. at Columbia St.
Eleventh Ave. at Okanogan St.

Ellington St. at Bender Road
Elliot St. at Fourth Ave.
Elliot St. at Second Ave.
Elliot St. at Third Ave.
Fifth Ave. at Chestnut St.
Fifth Ave. at Railroad Ave.
First Ave. at Alder St.
First Ave. at Chestnut St.
First Ave. at Main St.
First Ave. at Maple St.
First Ave. at Pearl St.
First Ave. at Pine St.
First Ave. at Poplar St.
First Ave. at Sampson St.
First Ave. at Walnut St.
First Ave. at Water St.
Fourteenth Ave. at Columbia St.
Fourteenth Ave. at Okanogan St.
Fourteenth Ave. at Water St.
Fourteenth Ave. at Main St.
Fourth Ave. at Alder St.
Fourth Ave. at Chestnut St.
Fourth Ave. at Kittitas St.
Fourth Ave. at Lincoln St.
Fourth Ave. at Maple St.

Fourth Ave. at Ruby St.
Fourth Ave. at Walnut St.
Fourth Ave. at Water St.
Greenfield Ave. at Alder St.
Greenfield Ave. at Spar Lane
Greenfield Ave. at Water St.
Helena Ave. at Walnut St.
Helena Ave. at Alder St.
Hobert Ave. at Chestnut St.
Hobert St. at Magnolia Ave.
Jackson Ave. at Pearl St.
Kittitas St. at Fifth Ave.
Kittitas St. at Third Ave.
Kittitas St. at Seventh Ave.
Kittitas St. at Sixth Ave.
Kristen Ave. at Gail Road
Manitoba Ave. at Chestnut St.
Manitoba Ave. at Maple St.
Maple St. at Capitol Ave.
Maple St. at Third Ave.
McIntosh St. at Greenfield Ave.
Nanum St. at Seventh Ave.
Ninth Ave. at Columbia St.
Ninth Ave. at Okanogan St.
Ninth Ave. at University Way

Ninth Ave. at Water St.
Pacific St. at Fifth Ave.
Pearl St. at Capitol Ave.
Pearl St. at Manitoba Ave.
Pearl St. at Seventh Ave.
Pfenning Road at Vantage Hwy.
Pine St. at Seventh Ave.
Pine St. at Third Ave.
Poplar St. at Capitol Ave.
Poplar St. at Second Ave.
Poplar St. at Third Ave.
Poplar St. at University Way
Remington Dr. at Airport Rd.
Ruby St. at Manitoba Ave.
Sampson St. at Capitol Ave.
Sampson St. at Fifth Ave.
Sampson St. at Fourth Ave.
Sampson St. at Seventh Ave.
Sampson St. at Tacoma Ave.
Sampson St. at Third Ave.
Seattle Ave. at Maple St.
Seattle Ave. at Willow St.
Second Ave. at Alder St.
Second Ave. at Anderson St.
Second Ave. at Chestnut St.

Second Ave. at Dennis St.
Second Ave. at Main St.
Second Ave. at Maple St.
Second Ave. at Pearl St.
Second Ave. at Pine St.
Second Ave. at Ruby St.
Second Ave. at Sampson St.
Second Ave. at Sprague St.
Second Ave. at Water St.
Second Ave. at Walnut St.
Seventh Ave. at Chestnut St.
Seventh Ave. at Main St.
Seventh Ave. at Ruby St.
Seventh Ave. at Sprague St.
Seventh Ave. at Walnut St.
Seventh Ave. at Water St.
Seventh Ave. at Wenas St.
Sixth Ave. at Anderson St.
Sixth Ave. at Chestnut St.
Sixth Ave. at Main St.
Sixth Ave. at Nanum St.
Sixth Ave. at Pacific St.
Sixth Ave. at Pearl St.
Sixth Ave. at Pine St.
Sixth Ave. at Ruby St.

Sixth Ave. at Sampson St.
Sixth Ave. at Sprague St.
Sixth Ave. at Walnut St.
Sixth Ave. at Water St.
Skyline Drive at Vista Road
Spar Lane at Idaho Ave.
Spokane Ave. at Chestnut St.
Sprague St. at Tacoma Ave.
Sprague St. at Third Ave.
Tacoma Ave. at Chestnut St.
Tacoma Ave. at Main St.
Tacoma Ave. at Pearl St.
Tacoma Ave. at Pine St.
Tacoma Ave. at Poplar St.
Tacoma Ave. at Ruby St.
Tacoma Ave. at Water St.
Tenth Ave. at Columbia St.
Tenth Ave. at Main St.
Tenth Ave. at Okanogan St.
Tenth Ave. at Water St.
Third Ave. at Dennis St.
Thirteenth Ave. at Columbia St.
Thirteenth Ave. at Okanogan St.
Twelfth Ave. at Columbia St.
Twelfth Ave. at Okanogan St.

Twenty-Eighth Ave. at Ellington St.

Twenty-Eighth Ave. at Gail Road

Twenty-Sixth Ave. at Columbia St.

Twenty-Sixth Ave. at Water St.

Walnut St. at Capitol Ave.

Walnut St. at Fifth Ave.

Walnut St. at Manitoba Ave.

Walnut St. at Tacoma Ave.

Walnut St. at Third Ave.

Washington Ave. at Chestnut St.

Washington Ave. at Main St.

Washington Ave. at Pearl St.

Washington Ave. at Pine St.

Washington Ave. at Poplar St.

Washington Ave. at Ruby St.

Washington Ave. at Sprague St.

Washington Ave. at Water St.

Water St. at Helena Ave.

Wenas St. at Fifth Ave.

White Birch Ave. at Chestnut St.

[Ord. 4842 § 7, 2019; Ord. 4770 § 2, 2017; Ord. 4742 § 3, 2016; Ord. 4697 § 2, 2015; Ord. 4670 § 3, 2014; Ord. 4635 § 3, 2013; Ord. 4522 § 4, 2008; Ord. 4490 § 8, 2007; Ord. 4453 § 2, 2006; Ord. 4432 § 3, 2006; Ord. 4417 § 3, 2005; Ord. 4387, 2004; Ord. 4316, 2002; Ord. 4291, 2001; Ord. 4256, 2000; Ord. 4216, 1999; Ord. 4202, 1999; Ord. 4063 § 1, 1996; Ord. 3991 § 1, 1995; Ord. 3797 § 1, 1992; Ord. 3642 § 1, 1988; Ord. 3589 § 1, 1987; Ord. 3530 § 1, 1986; Ord. 3515 § 1, 1985; Ord. 3507 § 1, 1985; Ord. 3498 § 1, 1985; Ord. 3488 § 1, 1985; Ord. 3450 § 1, 1984; Ord. 3375 § 1, 1982; Ord. 3332 § 1, 1982; Ord. 3278 § 1, 1980; Ord. 3196 § 1, 1978; Ord. 3156 § 1, 1977; Ord. 3137 § 1, 1977; Ord. 3125 § 1, 1977; Ord. 3098 § 2, 1976; Ord. 3078 § 1, 1975.]

Section 4. Section 8.36.080 of the Ellensburg City Code, as last amended by Section 9 of Ordinance 4490, is hereby amended to read as follows:

8.36.080 All-way stop intersections designated – Procedures required

The following intersections, when appropriately signed, are designated as “all-way” stop intersections, and all traffic approaching each such intersection shall first come to a complete stop before proceeding into or through the intersection, and then enter with due caution and yield the right-of-way to other traffic entering said intersection on the right:

Capitol Ave. and Chestnut St.

Capitol Ave. and Pine St.

Capitol Ave. and Ruby St.

Eighteenth Ave. and Alder St.

Eighteenth Ave. and Brook Lane

Eighteenth Ave. and Walnut St.

Eleventh Ave. and “D” St.

Fifteenth Ave. and Cora St.

Fifth Ave. and Pearl St.

Fifth Ave. and Ruby St.

Fourteenth Ave. and Alder St.

Fourteenth Ave. and “D” St.

Manitoba Ave. and Pine St.

Radio Road and Vista Road

Spokane St. and Whitman Ave.

Tenth Ave. and “B” St.

Third Ave. and Chestnut St.

Third Ave. and Lincoln St.

Third Ave. and Pearl St.

Third Ave. and Ruby St.

Walnut St. and Dean Nicholson Blvd.

Washington Ave. and Anderson St.

Water St. and Helena Ave.

White Birch Ave. and Chestnut St.

[Ord. 4490 § 9, 2007; Ord. 4417 § 4, 2005; Ord. 4219, 1999; Ord. 4135, 1998; Ord. 4063 § 2, 1996; Ord. 3991 § 2, 1995; Ord. 3797 § 2, 1992; Ord. 3752 § 1, 1991; Ord. 3642 § 2, 1988; Ord. 3589 § 2, 1987; Ord. 3515 § 2, 1985; Ord. 3507 § 2, 1985; Ord. 3498 § 2, 1985; Ord. 3488 § 2, 1985; Ord. 3393 § 1, 1983; Ord. 3303 § 2, 1981; Ord. 3252 § 1, 1980; Ord. 3246 § 1, 1980; Ord. 3098 § 3, 1976; Ord. 3078 § 2, 1975.]

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 portion(s) of this ordinance.

Section 6. Corrections. Upon the approval of the City Attorney, the City Clerk and the codifiers of this ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 7. Effective Date. This ordinance shall take effect and be in force five (5) days after its passage, approval and publication.

The foregoing ordinance was passed and adopted at a regular meeting of the City Council on the _____ day of July, 2020.

MAYOR

ATTEST:

CITY CLERK

Approved as to form:

CITY ATTORNEY

Publish:

I, Beth Leader, City Clerk of said City, do hereby certify that Ordinance No. **** is a true and correct copy of said Ordinance of like number as the same was passed by said Council, and that Ordinance No. **** was published as required by law.

BETH LEADER



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: June 15, 2020

Item Title/Agenda Subject: Resolution Authorizing submission of grant application to the Recreation and Conservation Office for Downtown Park Development

Submitted by: Brad Case Parks and Recreation

Recommended Action or Motion: Adopt the attached resolution authorizing the City of Ellensburg to apply for grant funding through the Recreation and Conservation Office 'Washington Wildlife and Recreation Program' for development of the downtown park.

Background/Summary: Council is requested to adopt the attached resolution authorizing the City of Ellensburg's application through the Recreation and Conservation Office (RCO) for grant funding through the Washington, Wildlife and Recreation Program (WWRP) 'Local Parks' category for the development of a downtown park.

The scope of the project includes developing public restrooms, water feature, landscaped areas, hardscape, utility work, and a shade structure. The City is requesting \$500,000.00 in grant funding, the maximum amount allowed per project. The estimated total cost of the project is \$1,500,000.00.

Previous Council Action: NA

Analysis: RCO requires the adoption of the attached resolution with the application submittal.

Financial Impact: The WWRP 'Local Parks' program requires a match obligation of at least 25% of the total project cost which will be fulfilled through City park impact fees and potential future grant awards. Grants will awarded by the RCO in June 2021.

Attachments:

[Resolution - 2020 RCO Grant Application Authorization](#)



Applicant Resolution/Authorization

Organization Name (sponsor) City of Ellensburg

Resolution No. or Document Name _____

Project(s) Number(s), and Name(s) Ellensburg Central Park - Project Number 20-1878D

This resolution/authorization authorizes the person(s) identified below (in Section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS, grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above;

NOW, THEREFORE, BE IT RESOLVED that:

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."
2. Our organization authorizes the following persons or persons holding specified titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding our organization on the above projects:

Grant Document	Name of Signatory or Title of Person Authorized to Sign
Grant application (submission thereof)	
Project contact (day-to-day administering of the grant and communicating with the RCO)	
RCO Grant Agreement (Agreement)	
Agreement amendments	
Authorizing property and real estate documents (Notice of Grant, Deed of Right or Assignment of Rights if applicable). These are items that are typical recorded on the property with the county.	

The above persons are considered an "authorized representative(s)/agent(s)" for purposes of the documents indicated. Our organization shall comply with a request from the RCO to provide documentation of persons who may be authorized to execute documents related to the grant.

3. Our organization has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office's WEB SITE at: <https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf>. We understand and acknowledge that if offered an agreement to sign in the future, it will contain an indemnification and legal venue stipulation and other terms and conditions substantially in the form contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our representative/agent enters into an Agreement on our behalf. The Office reserves the right to revise the Agreement prior to execution.
4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on behalf of the organization for their assigned role/document.
5. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.
6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.
7. Our organization further understands that prior to our authorized representative(s)/agent(s) executing any of the documents listed above, the RCO may make revisions to its sample Agreement and that such revisions could include the indemnification and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the Agreement(s), confer with our authorized representative(s)/agent(s) as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representative(s)/agent(s) executes the Agreement(s) with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.
8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
9. [for Recreation and Conservation Funding Board Grant Programs Only] If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.
10. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until all project deliverables, grant reports, or other responsibilities are complete.
11. [for Acquisition Projects Only] Our organization acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by our organization and the Office. We agree to dedicate the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon the Office's standard versions of those documents), to be recorded on the title of the property with the county auditor. Our organization acknowledges that any property

acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the Agreement, or authorized in writing by the Office Director.

12. [for Development, Renovation, Enhancement, and Restoration Projects Only–If our organization owns the project property] Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the Agreement or an amendment thereto.
13. [for Development, Renovation, Enhancement, and Restoration Projects Only–If your organization DOES NOT own the property] Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the Agreement or an amendment thereto.
14. [Only for Projects located in Water Resources Inventory Areas 1-19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; Aquatic Lands Enhancement Account; or the Puget Sound Acquisition and Restoration program, or a Salmon Recovery Funding Board approved grant] Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.
15. This resolution/authorization is deemed to be part of the formal grant application to the Office.
16. Our organization warrants and certifies that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

This resolution/authorization is signed and approved on behalf of the resolving body of our organization by the following authorized member(s):

Signed _____

Title _____ Date _____

On File at: _____

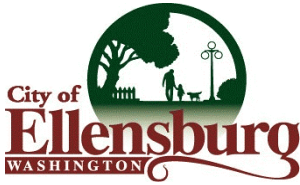
This Applicant Resolution/Authorization was adopted by our organization during the meeting held:
(Local Governments and Nonprofit Organizations Only):

Location: Ellensburg City Hall Date: June 15, 2020

Washington State Attorney General's Office

Approved as to form Brian Staller 2/13/2020
Assistant Attorney General Date

You may reproduce the above language in your own format; however, text may not change.



MANAGER'S REPORT

DATE: June 15, 2020
To: Ellensburg City Council
FROM: John Akers, City Manager

1. Noise Waiver – Main Street Overlay Project.

The Main Street Overlay Project will begin on June 15. To minimize impacts to traffic, the asphalt grinding, asphalt paving and placement of the permanent striping will be completed at night, between the hours of 7:00 pm and 7:00 am. A noise waiver has been submitted and approved for the project. Per the schedule of work provided by the contractor, Central Paving, they have scheduled the asphalt grinding to be completed the week of June 22 (nights), the asphalt paving to be completed the week of June 29 (nights), and the permanent striping (after the required asphalt cure time) being placed the week of July 27 (nights).

2. Request to Set Public Hearing – Declaration of Surplus Property.

Staff requests Council set a public hearing on July 6, 2020 in accordance with the provisions of Chapter 2.07 ECC, for the purpose of declaring as surplus to the City's needs two (2) parcels of land located east of 1270 Look Road, Kittitas County, Washington and a residential structure located at 7640 Highway 10, Kittitas County, Washington.

3. Youth Services 2020 Council Funded Grant Amendment.

In last year's Council Funded Grant process, Youth Services of Kittitas County was awarded a grant for \$4,000. One of the allocations in their itemized budget was for the End of the School Year BBQ in the amount of \$500. Due to guidelines surrounding COVID-19, Youth Services has had to cancel the yearly BBQ. Youth Services has requested to reallocate the BBQ funds to put together end of school year BBQ/activity grab bags for youth in our community and plan to coordinate handing those out with the FISH summer meals program. Under the Emergency Order, the City Manager has approved this request.

4. Ellensburg Business Development Authority Board – Membership Action.

At the April 15, 2020 Ellensburg Business Development Authority Board meeting, the Board voted unanimously to change the membership from nine members to seven. In November 2017, a revision to the EBDA Charter was adopted, which states in Section 5.02 that "The number of Board members shall be nine. The number of Board members may be decreased to seven by action of the Board." With the recent appointment of Andreas Bohman to the board, there will be no vacancies. The April Board minutes are included in the Consent Agenda for review.

5. Waste Management - Kittitas County Disposal Rate Increase.

Waste Management notified the City that their rates will increase on July 1, 2020 (letter attached). The increase is based on a disposal rate increase that will be effective July 1, 2020 by Kittitas County Solid Waste. Kittitas County recently solicited and renewed the contract for services at their facility. The price adjustment is authorized under section 3.3.2 of the Waste Management contract with the City, which allows for periodic adjustment when disposal fees are increased.



WASTE MANAGEMENT

720 4th Ave, Suite 400
Kirkland WA 98033

May 28, 2020

City of Ellensburg

Attention: Ryan Lyyski, Public Works Director

Re: 2020 Disposal Adjustment

Please find the enclosed revised 2020 rate schedule for Solid Waste Collection and Recycling services provided by Waste Management to the residents and businesses of the City of Ellensburg.

As you likely know, Kittitas County has approved a new disposal rate for 2020; resulting in a solid waste disposal fee of \$116.33 per ton. The 2019 disposal rate was \$105.16 so the change results in a rate increase.

Per Section 3.3.2 of our Contract with the City, we have adjusted the disposal component of our rates to reflect this change. Enclosed with this letter is an updated 2020 rate schedule for solid waste services provided by Waste Management within the City of Ellensburg, reflecting a solid waste disposal fee of \$116.33 per ton.

Please review this schedule and let me know of any discrepancies, as Waste Management will adjust our billing system to reflect these changes. Implementation of these rates will take effect on July 1, 2020.

Waste Management looks forward to providing quality Solid Waste Collection and Recycling services to the City of Ellensburg in the year ahead.

Sincerely,

A handwritten signature in blue ink that reads 'Cory Caldwell'.

CORY CALDWELL
Contract Compliance Administrator
Public Sector, Pacific Northwest
corycaldwell@wm.com