

COUNCIL AGENDA

Monday, April 5, 2021



In-person attendance at public meetings is currently prohibited per the Washington Governor's Proclamation No. 20-28.15, as extended by Senate Concurrent Resolution 8402. Ellensburg City Council meetings are broadcast on Charter/Spectrum Channel 191 and available to livestream on Ellensburg Community Television at ectv2.com or on YouTube at ECTV Ellensburg

GUIDELINES FOR PUBLIC PARTICIPATION – ONLINE CITY COUNCIL MEETING

As a result of the threat posed by COVID-19, City is following the mandates from state and county public health officials to take all efforts to prevent the spread of this virus. In compliance with the Governor's Emergency Proclamation 20-28.15, as extended by Senate Concurrent Resolution 8402, and in the interest of the safety and welfare of the public, the community, and our employees and to limit the spread of the virus, ***this City Council meeting will not be open to in-person attendance.*** Council will be attending this meeting remotely via video conference. All City Council meetings are broadcast on Charter/Spectrum Channel 191 and available to livestream on Ellensburg Community Television at www.ectv2.com or on YouTube at [ECTV Ellensburg](https://www.youtube.com/channel/UCtV2jKjKjKjKjKjKjKjKjKj). You may also attend by phone, only, and listen to the meeting by following the registration instructions under "Remote testimony during the meeting," below. Once you register, you will be sent a meeting invite with a phone number for the meeting.

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

- **Written comments submitted in advance of meeting**
Submit written comments by mail to Beth Leader, City Clerk, Ellensburg City Hall, 501 N. Anderson St., Ellensburg, WA 98926, or via email to: leaderb@ci.ellensburg.wa.us. Comments received by 5 p.m. on the meeting date will be compiled, sent to the City Council and entered into the record.
- **Comments for public hearings**
Written comments must be received by the City Clerk by 5 p.m. on the meeting date. Comments can either be mailed to Beth Leader, City Clerk, Ellensburg City Hall, 501 N. Anderson St., Ellensburg, WA 98926, or sent via email to: leaderb@ci.ellensburg.wa.us. Comments received by 5 p.m. on the meeting date will be compiled, sent to the City Council and entered into the record.
- **Remote comments or attendance during the meeting**
Advance registration is required to testify. Anyone wishing to speak on items under the Agenda must register prior to 7 p.m. the day of the meeting. Register for the meeting at: https://us02web.zoom.us/webinar/register/WN_MQHLw9ApRUmg40bw1gKv8A. Once registered, you will receive an email with the meeting link and phone number (for those who wish to call into the meeting).

PROCEDURE FOR PARTICIPATION DURING MEETING

1. 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.
2. Please note that there may be several items on the City Council Agenda that will precede the agenda item you wish to address.
3. The Mayor will identify the agenda item and ask if anyone wishes to speak on the matter.
4. Any interested person may provide comments on: 1) under Item 7 for non-agenda items. or 2) any listed 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. Raising your hand signals the moderator that you wish to speak.
 - b) Wait to be called upon by the Mayor using your name, e-mail, or phone number used to log

in to the teleconference.

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

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

CONSENT AGENDA

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

AGENDA ITEMS

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

AMERICANS WITH DISABILITIES ACT

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

**CITY OF ELLENSBURG
COUNCIL AGENDA
Monday, April 5, 2021
7:00 PM - Regular Meeting**

Pledge of Allegiance

1. Call to Order and Roll Call

1.A Request for an Excused Absence from Councilmember Morgan

2. Proclamations

2.A National Child Abuse Prevention Month Proclamation 7
[National Child Abuse Prevention Month 2021](#)

2.B National Safe Digging Month 8
[National Safe Digging Month Proclamation 2021.pdf](#)

3. Awards and Recognitions

4. Approval of Agenda

5. Consent Agenda

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

5.A Approve Minutes of the March 15, 2021 Regular Meeting 9
[3-15-21 Council Minutes](#)

5.B Acknowledge Minutes of Affordable Housing Commission - February 3, 2021 13
[2-3-21 Affordable Housing Comm. Minutes](#)

5.C Acknowledge Minutes of the Ellensburg Arts Commission - February 25, 2021 16
[2-25-2021 Arts Commission Minutes](#)

5.D Acknowledge Minutes of the Ellensburg Business Development Authority Board - February 10, 2021 19
[2-10-21 EBDA minutes](#)

5.E Acknowledge Minutes of the Library Board - February 9, 2021 21
[2-9-21 Library Board Minutes](#)

5.F	Acknowledge Minutes of the Parks and Recreation Commission - November 11 and December 9, 2020 11-11-20 Parks & Recreation Minutes 12-9-20 Parks & Recreation Minutes	22
5.G	Acknowledge Minutes of Planning Commission - February 11, 2021 2-11-2021 Planning Comm. Minutes	26
5.H	Acknowledge Minutes of Utility Advisory Committee - February 18, 2021 2-18-21 UAC Minutes	28
5.I	Approval of the 2021 - 2023 Interlocal Agreement Between Kittitas County Public Hospital District No. 1 (KVH) and the City of Ellensburg for Cabulance Service. KVH Cabulance Interlocal Agreement	31
5.J	Project Acceptance Bid Call No. 2019-19 - 2019 CBD Sidewalk Repair Program	38
5.K	Budget adjustment and purchase of a portable lift system for the Shop	39
5.L	Accept Resignation of Nancy Hultquist from the Senior Citizens Advisory Commission Nancy Hultquist Resignation	40
5.M	Agreement with Natural Selection Farms for Biosolids Reuse Bio-Solids Hauling Contract with NSF	41
5.N	Resolution 2021-08 - 205 N Elliott St - Williams 205 N Elliott St - Williams request 205 N Elliott St - Williams - tree removal graphics Resolution 2021-08 - 201 N Elliott St - Williams street tree removal	52
5.O	Approval of Lease Agreement with FISH Community Food Bank for the Community Garden FISH Community Garden Lease 2021 EXHIBIT A	57
5.P	Professional Services Consultant Agreement for the Engineering and Design of the Alder St and 14th Ave/Dean Nicholson Blvd Signalization and Palouse to Cascades Reconnect Trail 14th Ave to Kittitas Valley Event Center Project Local Agency A&E Professional Services Cost Plus Fixed Fee Consultant Agreement	68
5.Q	Approve Voucher Listing for April 5, 2021 4-5-21 Voucher Listing	125

6. Petitions, Protests, and Communications

7. Citizen Comment on Non-agenda Issues	
8. Business Requiring Public Hearings	
9. Introduction and Adoption of Ordinances and Resolutions	
10. Unfinished Business	
11. New Business	
11.A Diversity, Equity and Inclusion Commission (DEI) Member Appointment Process DEI Applicant List	126
11.B Artwork for 11th Bus Shelter Artists Statement and concept design	129
12. Miscellaneous	
12.A Manager's Report 4-5-21 Manager's Report	132
12.B Councilmembers' Reports	
13. Executive Session	
13.A. Per RCW 42.30.140, to consider collective bargaining sessions with employee organizations, including contract negotiations, grievance meetings, and discussions relating to the interpretation or application of a labor agreement	
13.B.Per 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 (2 items).	
13.C.Per RCW 42.30.110(1)(g), to evaluate the qualifications of an applicant for public employment. However, discussion by a governing body of salaries, wages, and other conditions of employment to be generally applied within the agency shall occur in a meeting open to the public, and when a governing body elects to take final action hiring, setting the salary of an individual employee or class of employees, or discharging or disciplining an employee, that action shall be taken in a meeting open to the public.	
14. Adjournment	



City of Ellensburg

PROCLAMATION

National Child Abuse Prevention Month

April 2021

Whereas, child abuse and neglect are serious problems affecting every segment of our community, and finding solutions requires input and action from everyone; and

Whereas, our children are our most valuable resources and will shape the future of the community in which we live; and

Whereas, child abuse can have long-term psychological, emotional, and physical effects that have lasting consequences for victims of abuse; and

Whereas, protective factors are conditions that reduce or eliminate risk and promote the social, emotional, and developmental well-being of children; and

Whereas, effective child abuse prevention activities succeed because of partnerships created between child welfare professionals, education, health, community and faith-based organizations, businesses, law enforcement agencies and families; and

Whereas, communities must make every effort to promote programs and activities that create strong and thriving children and families; and

Whereas, we acknowledge that we must work together as a community to increase awareness about child abuse and contribute to promote the social and emotional well-being of children and families in safe, stable, and nurturing environments; and

Whereas, prevention remains the best defense for our children and families;

Now, therefore, we do hereby proclaim **APRIL** as **NATIONAL CHILD ABUSE PREVENTION MONTH** and call upon all citizens, community agencies, faith groups, medical facilities, elected leaders and businesses in the City of Ellensburg to recognize this month by dedicating ourselves to support families, thereby preventing child abuse and strengthening the communities in which we live.

Signed this 5th day of April, 2021.

Mayor

Attest: _____
City Clerk



City of Ellensburg

PROCLAMATION

National Safe Digging Month

April 2021

Whereas, April marks the start of the spring digging season for homeowners, landscapers, and construction companies; and

Whereas, failure to locate underground utilities before digging may result in unintentionally hitting underground lines or pipes, leading to penalties, repair costs, inconvenient outages, injury, or even death; and

Whereas, Washington's free 811 one-call service notifies the appropriate utility companies of an intent to dig; and

Whereas, the one-call center dispatches professional locators to the requested digging site to mark the approximate locations of underground lines, safely alerting the dig crew of the potential danger below; and

Whereas, all residents and professional excavators are required by law to call 811 at least two business days before they dig;

Now, therefore, be it further resolved that the City Council does hereby proclaim the month of April as **NATIONAL SAFE DIGGING MONTH** and expresses its appreciation for safe digging practices and the Washington 811 call before you dig one-call center that contribute to a safer community and limited excavation damages.

Signed this 5th day of April, 2021.

Mayor

Attest: _____

City Clerk



CITY OF ELLENSBURG

Date of Meeting

Time of Meeting

Place of Meeting

Minutes of City Council, Regular Meeting

March 15, 2021

7:00 PM

**Held Remotely per Governor Inslee's Proclamation
20-28.15, extended by Senate Concurrent
Resolution 8402**

Pledge of Allegiance

Councilmember Lillquist led the Pledge of Allegiance

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 Weiner; City Clerk Leader; Executive Assistant Gigstead; Finance Director Pascoe; Planning Manager Ayling; Engineering Services Manager Mayo; Kittitas County Public Health Officer, Dr. Mark Larson; EBDA/CenterFuse representatives: Linda Schactler; Grant Clark; John Perrie; James Jankowski; Del Bankston; Garrett Poshusta and EBDA Executive Director, Margaret Reich and approximately 10 members of the public

- 1.A. Request for an Excused Absence from Councilmember Lillquist
Councilmember Lillquist was present

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 Minutes of the March 1, 2021 Regular Meeting
- 5.B. Acknowledge Minutes of the Utility Advisory Committee - January 21, 2021
- 5.C. Request to recruit and fill the Information Technology Network/Desktop Systems Analyst Position with a limited term through the 2021 and 2022 biennial budget to be re-evaluated in 2022 as to the need to be permanently filled.
- 5.D. Project Acceptance - Bid Call 2019-41 - Willow Street Improvements Project

5.E. 2020 Cured in Place Sewer Line Rehabilitation Project Acceptance

5.F. Microsoft Licensing Renewal

5.G. Resolution 2021-06 Rominger-Osmonovich street tree removal request at 916 W 2nd Ave

5.H. Approve March 15, 2021 Voucher Listing

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

6. Petitions, Protests, and Communications

6.A. COVID-19 Update

Dr. Larson provided an update regarding Kittitas County moving into Phase 3, ability to hold school sports events and vaccination rates for the County. He spoke about CWU opening full classes and student dorms in the fall and which local pharmacies will be offering vaccinations.

6.B. Ellensburg Incubator Building Discussion with CenterFuse

Board member, James Jankowski presented information regarding the EBDA goals and their proposal to obtain possession of the Ellensburg Incubator building.

Councilmember Lillquist spoke regarding funding from sale of the asset and whether it should go into an Economic Development fund to be monitored and approved by Council. Other Councilmembers expressed agreement that the building should be sold directly by the City and funding to be maintained by the City to dedicate to economic development.

There was consensus by Council to proceed with sale of the building by the City and directed staff to analyze the best way to accomplish the sale and how a program might be structured to support CenterFuse, but doesn't provide funding to them directly.

7. Citizen Comment on Non-agenda Issues

Landis Hanson, 1015 E 18th Ave, spoke regarding anti-houseless architecture in bus shelters and continued investment in public transit.

8. Business Requiring Public Hearings

8.A. Resolution to Approve Application for Preliminary Plat Approval (P19-135) BDN Properties, LLC – Ridgeview Plat Division 3 Closed Record Hearing (quasi-judicial)
The Mayor opened the closed record public hearing.

Planning Manager, Jamey Ayling, presented information in the staff report.

Nevada Caillier, 2402 N Delphine St., commenting for herself and Ridgeview Plat community, spoke regarding the extension of Greenfield Avenue and safety concerns for children;

Philip Plugge, 2400 N Lilac Way, speaking for himself, spoke regarding a gate across Greenfield Ave and the safety aspect for residents;

Councilmember Engel asked staff a question regarding street connectivity.
Councilmember Lillquist asked staff a question regarding street width.

With no further comments or questions by the public or Council, the Mayor closed the public hearing.

Councilmember Tristen Lamb moved to Approve adoption of Resolution 2021-07 approving the preliminary plat approval for Ridgeview Plat Division 3 (P19-135).
Motion Approved 7-0.

9. Introduction and Adoption of Ordinances and Resolutions

9.A. Second reading and adoption of Ordinance No. 4872 authorizing the issuance of 2021 LTGO Refunding Bonds
Finance Director, Jerica Pascoe, presented information in the staff report.

Councilmember Mary Morgan moved to Approve conducting second reading and adoption of Ordinance 4872 authorizing issuance of 2021 Limited Tax General Obligation Refunding Bonds. **Motion Approved 7-0.**

10. Unfinished Business

11. New Business

12. Miscellaneous

12.A. Manager's Report
The City Manager presented information in the report.

12.B. Councilmembers' Reports

- Councilmember Lillquist reported CWU is requesting letters of support for three projects and Council concurred with sending letters of support signed by the Mayor;
- Councilmember Miller attended the Landmarks and Design Commission meeting;
- Councilmember Engel attended the Planning Commission; Parks and Recreation Commission and EBDA/CenterFuse meetings;
- Councilmember Goodloe reported that applications are still being taken for the Diversity Equality and Inclusion Commission;
- Councilmember Lamb attended the Arts Commission meeting,
- Mayor Tabb reported that Public Transit has a new logo and there is a commission vacancy; and announced the meet and greet for the City Manager candidates on March 29th at 6 pm and interviews on March 30th.

13. Executive Session

14. Adjournment

Meeting adjourned at 8:52 pm

Mayor

ATTEST:

City Clerk



**COMMUNITY DEVELOPMENT DEPARTMENT
501 North Anderson Street, Ellensburg WA 98926**

MINUTES OF ELLENSBURG CITY AFFORDABLE HOUSING COMMISSION

Date and Time: Affordable Housing Commission meeting, February 3, 2021 - 4:30 p.m.

Place of Meeting: Remote meeting held via Zoom

Present: Bruce Tabb, Hannah Tower, Dolores Gonzalez, Charli Sorenson, John Perrie, Hangtao Dang

Absent: Sarah Bedsaul

Others Present: Planning Manager, Jamey Ayling; Community Development Director Kirsten Sackett; Area Director for Kittitas County Habitat for Humanity, Kelle Dvork Vandenberg

1. CALL TO ORDER

Chair Tabb called the meeting to order at 4:30 pm.

Hangtao Dang was introduced as the newest member of the Commission. He currently works as a professor at CWU, and worked at Iowa State University prior to that. He has construction experience in a mix of industries, including bridge design, and hotel construction. The rest of the Commissioners and Staff members introduced themselves to Commissioner Dang.

2. APPROVAL OF THE AGENDA

Commissioner Perrie made a motion to approve the agenda as presented. Commissioner Tower seconded. All in favor, motion passed.

3. APPROVAL OF MINUTES

a. December 2, 2020 Commissioner Sorenson moved to accept the December 2, 2020 minutes, Commissioner Tower seconded. All in favor, motion passed.

4. NEW BUSINESS

a. Housing Action Plan Overview

Chair Tabb introduced this topic and said that the Housing Action Plan (HAP) would be one of the next critical items for the Commission to work on. Planning Manager Ayling shared his screen to display the Scope of Work for the HAP. He said that the City has been working with BERK to keep the housing dashboard updated on an annual basis but the HAP will be the next step in analyzing more of the details and creating strategies for increasing the housing stock. He said that the work will include involvement from both

the Affordable Housing Commission as well as the Planning Commission. He specifically pointed to Step 1.6 which refers to reviewing the effectiveness of the current policies. He said that the public engagement strategies were currently being developed by staff.

Ayling said that Step 3.1 is basically the main goal of the plan, as it refers to developing the actual strategies for increasing the housing supply. The City will work with BERK consulting to develop this housing action plan, as they conducted our 2017 Housing Needs Assessment and are very familiar with our community. We will take advantage of the Commission meetings to bring more information on each one of the steps and work with the Commission to address each of the steps. The goal is to complete the HAP by end of year.

Gonzalez asked if they should go through each step or if this is just a first showing to discuss. Ayling said that this was intended to be a broad overview, but if the Commission has any questions, they can raise them at this meeting. There was some discussion on the type of information that will be made available online to the community members. Tabb stated that information would be shared with the public, and Director Sackett also weighed in to explain that Staff was currently working with various companies to set up web demos on online community engagement platforms. She said that once the web page is set up, staff would be coming back to the Commission to discuss the types of engagement to use, and the questions to pose to the public.

Sorenson wanted to make sure that the City finds ways to reach out to the segments of the community that are in need of affordable housing. Tabb suggested that there could be a small subcommittee of the Commission that would be willing to work with Staff as this project evolves. Chair Tabb and Commissioner Dang volunteered to be part of that subcommittee and work with Staff on the work to be completed. Tabb said that if any questions arose from the Commission members, they could forward those questions to staff.

5. OLD BUSINESS

6. STAFF UPDATE/DISCUSSION ITEMS

a. Affordable Housing Applications

Planning Manager Ayling provided an update on the affordable housing applications. For the approved Hopesource Addison Place project, the contract for the \$375,000 in funding has been approved. The applicant is currently working on selecting a contractor so they can submit plans for a pre-application meeting.

The Habitat for Humanity Water/Bender project went to Council for approval in December, and the City's legal counsel is currently in contract negotiations with Habitat's legal counsel. This project is different in scope because it involves not only funding, but the donation of land, as well as construction of single-family homes versus rentals.

Ayling stated that there was one additional application that was submitted through the online portal for the Community Garden property. That application is not considered complete and the applicant has not yet provided the additional necessary documentation.

b. Subdivisions

Ayling said he thought it would be helpful for the Commission to be aware of the new subdivision projects moving forward. He shared a GIS map that displayed locations of various subdivisions and multifamily projects currently in process in the City. All told there are about 1,731 single family lots and 117 multifamily units moving forward through the various stages of the approval process. Tabb commented that BERK had previously determined that we need to construct at least 300 homes per year in order accommodate the projected growth over the next 20 years.

7. CITIZEN COMMENT-

Vandenberg said that in regard to Step 1.1 of the Housing Action Plan, whenever we look at affordable housing, we also have to look at the job market and the challenge for community members to make a livable wage. Running parallel with the HAP should be consideration for building a trade program in the valley, particularly in the housing construction trades.

8. COMMISSION REPRESENTATIVE UPDATE

Commissioner Tower said that she was reappointed to continue serving on the Commission. Tabb mentioned that the last Commission meeting had been cancelled because there was no content to share, but he wanted to find out if the Commission felt that was a reasonable approach, or if they still wanted to continue to meet. Tower thinks its okay not to meet and that it is okay to utilize email to share information. Tabb said they would continue to take the same approach, but that if anyone ever feels outside the loop to please check in with him or staff.

8. ADJOURNMENT

Commissioner Perrie motioned to adjourn, Tower seconded. Chair Tabb adjourned the meeting at 5:28 pm.



Ellensburg Arts Commission Meeting

Regular Meeting

Thursday, February 25, 2021 2:00 pm

ZOOM Link

Commissioners Present: Alex Eyre, Monica Miller, Jerry Dougherty, Cassandra Town, Brian Kooser, Laura Bobovski

Commissioners/Others Absent: Council Liaison Tristen Lamb

Others Present: Staff Liaisons Josephine Camarillo and Kirsten Sackett

Call to Order: Chair Eyre called the meeting to order at 2:06pm

Guests: None

Approval of Agenda: Add mural proposal.

Motion made by Town to accept agenda; seconded by Bobovski. Motion passed.

Citizen Comment on Non-Agenda Items – None

Guest Speaker/Presenter/Correspondence – Resubmission of EFF scope of work

Approval of Minutes from January 14, 2021: Bobovski motioned to accept minutes. Seconded by Miller. Approved.

Budget/Financial Report-

2021 Budget/Spending Plan presented and discussed. Edits made.

Motion made by Bobovski to approve; seconded by Town. Not necessary to approve. Motion withdrawn.

New Business

1. Retreat Agenda- None
2. Commissioner Applicants- City Council reviewed six applicants for Arts Commission. City will appoint new commissioner at next Council Meeting 3/1/21. Commission would like to hold orientation and include open public meetings trainings
3. Musicians outside vaccine clinics- Possibly look into paying local musicians to entertain outside vaccine clinic; partner with ECR; need to look into performing arts restrictions for the state; EAC will reach out to clinic to start discussion; Miller motions to allocate up to \$1000 to provide music to the vaccine clinics, to fund musicians; seconded by Town.
4. Mural Proposal – Gallery One will be having a street art exhibit in the gallery with Jason Clifton along with other invited NW artists. Would like to replace current artwork in alley with a temporary mural in July. If Landmarks and Design approves, Monica will fill out application. Artist will provide own materials. Mural will still need to comply by Mural Code.

Old Business

1. Bus Shelter Update- glass on its way here, list ready for artwork location.
2. Public Art Call - Rotary Pavilion call to art will close on 2/26/21. Staff will send final submissions to Public Art Committee.
3. Public Art Call - 11th Bus Shelter – Submissions were reviewed and discussed. artists statements not adequate and submissions did not address specific call. Should EAC reissue the call? Can EAC commission a specific artist? Town in favor of Shelly family submission, aspect ratio is wrong size



Ellensburg Arts Commission Meeting

Regular Meeting

Thursday, February 25, 2021 2:00 pm

ZOOM Link

but can be fixed. Kooser refutes that the criteria was not met. Motion made by Eyre to select Shelly art proposal for 11th Bus Shelter; seconded by Miller. Kooser opposed. No abstentions. Motion passed.

Subcommittee Business

1. Funding – Motion made by Miller to accept new scope of work from Ellensburg Film Festival, Eyre seconds
2. Public Art –discussed earlier in agenda
3. Advocacy/Public Relations – website was updated, Miller thanks legislators for their support of Arts; Valentine's exchange went well; ECR walking tour selected 6 sites. Miller moves to extend audible walking tour to April 2021, seconded by Town. Motion passed.
4. Art Walk – 2021 First Fridays –No updates, how can we go digital? Discussion will continue

Unscheduled Business

Announcements Thank you to those that helped with Gallery 1 variety show. It was a great success. Next Meeting will be held: March 11, 2021

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



Ellensburg Arts Commission Meeting

Regular Meeting

Thursday, February 25, 2021 2:00 pm

ZOOM Link

Retreat:

Next 2 years

Goals for Commission and Committees

Centerfuse

Ellensburg's Business Development Authority BOARD OF DIRECTORS MEETING MINUTES

Regular meeting held virtually

Wednesday, February 10, 2021

4:00-5:30 PM

Members in Attendance: James Jankowski, Chair; Linda Schactler, Vice Chair; Garrett Poshusta, Secretary; John Perrie, Board Member; and Jared Vallejo, Board Member

Absent (excused): Grant Clark, Treasurer

Others present: Stacey Engel, Ellensburg City Council Liaison; Margaret Reich, Executive Director; and Del Bankston, board applicant

1. **Call to order**

Meeting was called to order at 4:09 PM

2. **Approval of Agenda**

3. Motion to approve meeting agenda by Jared Vallejo, second Linda Schactler. Motion approved by unanimous vote.

4. **Approval of Minutes**

5. Motion to approve January 2021 regular meeting minutes and the February 3, 2021 executive session minutes by Garrett Poshusta, second by Jared Vallejo. Motion approved by unanimous vote.

6. **Board Business**

a. Board officer application(s) (Action)

Interview of Del Bankston as possible board member. Board members convened in executive session to discuss and vote on applicant. Board reconvened regular meeting. Motion to endorse Del Bankston's application and forward the recommendation to City Council made by Garrett Poshusta, second by Linda Schactler. Motion approved by unanimous vote.

b. Financial reports

Executive Director Margaret Reich presented financial reports and provided an update on grant applications, grant reporting and tenant information.

c. Strategic planning (Action)

Board discussion on the framework for the 2021 Centerfuse Strategic Plan. Motion to approve strategic plan framework with edits as discussed by Jared Vallejo, second by Garrett Poshusta. Motion approved by unanimous vote.

Capital resources direction

Discussion about how best to proceed with the city to talk about current assets and economic development. Board requested Margaret Reich, Executive Director, to reach out to Councilperson Stacey Engel.

- d. City Council presentation Feb 16, 2021
Discussion about draft presentation and panelist to present.
- e. Status report on Broadband Feasibility Study
Motion to adopt the Finley/CCG Consulting Broadband Feasibility Study by Linda Schactler, second by Jared Vallejo. Motion approved unanimously.
- f. Status report on Marketing Campaign

7. Items for Future Consideration

No items for future consideration mentioned.

- 8. Adjournment** – time 5:29 Motion to adjourn by Linda Schactler, second by Garrett Poshusta.

Drafted: 2/11/2021

Approved:

Submitted by: Margaret Reich



209 North Ruby Street, Ellensburg, WA 98926

LIBRARY BOARD MEETING

Tuesday, February 9, 2021

ZOOM <https://us02web.zoom.us/j/9795257314>

PRESENT: Marty Blackson, Andreina Delgado, Loretta Gray, Mary Holmgren, PJ MacPhaiden, Andrea Sledge

COUNCIL LIASON: Tristen Lamb

ABSENT: Julie Cloninger

STAFF: Josephine Camarillo, Ken Paschen, Carol Pedersen, Kim Holland, Sue Hart

Supervisor Presentations. Highlights and goals were provided by the director and each supervisor (4:00-4:45).

I. CALL TO ORDER: Holmgren called the meeting to order at 4:45 p.m.

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

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

IV. Citizen Comment/Suggestions: Moved to Unscheduled Business

V. Reports

A. Director's Report: (1) Openings and closings. Open now. (2) Kanopy is popular. Josephine is looking into downloadable music. (3) Circulation on the rise. (4) Daily Record has reported openings and closings.

B. Budget Report: None.

C. Friends' Report: Sales have been successful for raising funds.

VI. Old Business

A. Bulletin Board Policy has been finished. The Board will review it at the next meeting.

VII. New Business

A. Library Closure/No Closure.

VIII. Upcoming Programs/Events: Online programs are planned. On February 15, the library will be closed for the holiday.

IX. Unscheduled Business: Discussion with Larry Nickel regarding a donation.

Next regular meeting will be March 9, 2021. Location: Zoom.

Respectfully submitted,
Loretta Gray

**Parks & Recreation Advisory Commission
Meeting Minutes – November 11, 2020**

DATE OF MEETING: November 11, 2020
MEMBERS PRESENT: Laci Harrison, Dan Witkowski, Joelle Dickerson, Shari Smith, PJ MacPhaiden, DaJon DeMille
OTHERS PRESENT: Council Liaison Stacey Engel, Parks & Parks & Recreation Director Case

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

MEETING MINUTES - The meeting minutes from the October 14, 2020 meeting were approved as written. *All in favor.*

INTRODUCTION OF COMMISSION MEMBER – Commission member DaJon DeMille introduced himself to the Commission.

NEW BUSINESS – Jodi Hctor, Aquatic and Recreation Supervisor discussed programs being offered by the recreation division and at the Kittitas Valley Memorial Pool & Fitness Center and how the impacts of COVID have changed the way we deliver these programs.

OLD BUSINESS

Reed Park Master Plan Scope of Work – Staff reviewed a draft scope of work for the Reed Park master planning process which identifies 15 steps, or tasks, necessary to complete the plan. Before starting the planning effort, staff wanted to confirm that the process met the expectations of the Commission when they recommended to Council that the city hire a landscape architect to complete this work. In addition to the work being performed by the landscape architect, the city would seek community input about park design and use through questionnaires' and surveys, the means of how this information will be solicited and gathered is still being developed by staff. The Commission was in support of the proposed scope of work. There was a question voiced by a Commission member about whether or not the Council will approve the master plan when it's presented to them or would they send it back for further development like they did with the naming of the downtown park. Staff stated that the Council always has that prerogative but if the planning process is thorough and the plan results in a better recreation experience for park users and neighbors, then the likelihood of that happening is minimal.

Naming of Downtown Park – With the directive from Council to reinstitute the nomination process for the downtown park, staff began the process of seeking input from the Commission on a variety topics related to the naming of the downtown park. A lengthy discussion ensued about the Council rejecting the proposed name and sending it back out to the community for more input. The Commission set the timeline for taking

nominations, January 4th- February 26th. The Commission asked that staff bring the messaging the language the first time the city went out for nomination to the December 9th commission meeting so the commission could craft a new message reflecting the Council's desire to receive nominations reflecting our community's diversity, both past and present.

BUSINESS ITEMS FOR DECEMBER 9, 2020 MEETING

Naming of Downtown Park – public participation plan and messaging
Update on Reed Park Master Planning Process

COMMISSION MEMBER REPORTS / OTHER BUSINESS

STAFF REPORT – 1. The Ellensburg Racquet & Recreation Center opened November 2nd, community response has been positive, people are grateful the facility is open. 2. Work is completed on the West Ellensburg Park pickleball courts and are getting a lot of play. Feedback from the park neighbors has been positive as well, they love seeing the park being used by more people. 3. Reminder that cross-country skiing will be available this winter at Rotary Park. 4. Parks still seeing a lot of use, restrooms are scheduled to be closed November 22nd. Graffiti has been on the rise lately, specifically at Kiwanis Park. 5. The large black walnut tree was removed from the front of the pool due to it's condition.

ADJOURNMENT - The meeting was adjourned at 7pm.

Parks & Recreation Advisory Commission
Meeting Minutes – December 9, 2020

DATE OF MEETING: December 9, 2020
MEMBERS PRESENT: Laci Harrison, Dan Witkowski, Jack Frost, Shari Smith, PJ MacPhaiden, DaJon DeMille
OTHERS PRESENT: Council Liaison Stacey Engel, Parks & Parks & Recreation Director Case

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

MEETING MINUTES - The meeting minutes from the November 11, 2020 meeting were approved as written. ***All in favor.***

NEW BUSINESS

Stan Bassett Youth Center & Athletic Program Discussion- David Hurn, Stan Bassett Youth Center & Athletic Program Coordinator, discussed the SBYC program and how it is currently operating under the guidelines from state. The Center is open to kids who through registration process, the number of kids in the building is capped at 18 due to the square footage of the facility space. Once kids are in the building they have to stay until they are picked up taken home. All youth and adult sports are currently suspended until further notice. If restrictions are lifted outdoor programs such as the running club could be offered in the spring, indoor activities like volleyball can only resume when the state loosens restrictions and the school district allows access into their buildings. In the meantime, staff is looking at trying to virtual programs that are more skill based that kids can participate on their own from home or at a park.

OLD BUSINESS

Reed Park Master Plan Scope of Work – Staff provided an update on the Reed Park planning process. Contract negotiations are still taking place between the city and landscape architect with an anticipated start time of the project is February 1st. A concern was raised by the Commission about starting the project later than anticipated start time. Staff responded that the schedule of the architect, some work the city needs to perform in the advance of the planning process and the holidays are factors pushing back the start time.

Naming of Downtown Park – The Commission continued their discussion about the nomination process for naming the downtown park. The messaging language developed by the Commission that will be used in the outreach efforts is as follows:

Earlier this year, the city received input from many residents about the naming of the town center park located at 4th and Pearl. Thank you! Your input is valued, and names provided are receiving consideration.

We are asking for your help again.

We recognize this is an unprecedented time in our history. For this reason we ask for you to reflect on our community, and let us know of additional park names you believe would honor our community's uniqueness and diversity from a perspective of the past, present and future.

There was also discussion about the how the public can submit nominations. This included having the nominations form available both electronically and in hard copy. Mail in and drop off locations. Looking into developing some kind of opportunity for people to call in with their nominations.

Scoring the nominations was also discussed. The following was discussed with no final action:

- There was a recommendation for each commission member to rank their top five names and submit those for consideration at the March 10th meeting.
- Develop a scoring criterion based

Each Commission will bring back to the January meeting their suggestions for the evaluation process.

BUSINESS ITEMS FOR DECEMBER 9, 2020 MEETING

Naming of Downtown Park – public participation plan and evaluation process

Update on Reed Park Master Planning Process

Chair and Vice Chair Selection for 2021

COMMISSION MEMBER REPORTS / OTHER BUSINESS

STAFF REPORT – 1. The last few weeks we've seen an increase in homeless activity at the Rotary Pavilion. Park rules have been posted on site; staff has increased the frequency of picking up trash. **2.** Katrina Douglas, Adult Activity Center Coordinator, last day of work for the city is December 31, 2020. Katrina has worked for the city for the last 11 years and has done a fantastic job of providing programs and activities for our area seniors. **3.** City received grant funding to construct .38 miles of the Palouse to Cascades trail reconnection route from the intersection of Nicholson Boulevard and Alder Street to the existing trailhead at the Kittitas Valley Event Center. The preliminary schedule calls for the project to be designed in 2021 and constructed in 2022. **4.** With the states latest COVID order the Ellensburg Racquet & Recreation Center will remain closed until at least January 5, 2021. **5.** Flush restrooms have closed for the season. Portable restrooms have been placed at North Alder Street Park, Mt. View Park, and at the Rotary Park off leash park. City staff has tried to spread the portable restrooms out geographically to serve community. Also, holiday lights have been put up at the North Alder Park picnic shelter to create a safer more pleasant experience for those who go sledding at the park.

ADJOURNMENT - The meeting was adjourned at 6:55pm.



**COMMUNITY DEVELOPMENT DEPARTMENT
501 North Anderson Street, Ellensburg WA 98926**

MINUTES OF ELLENSBURG CITY PLANNING COMMISSION

Date and Time: Planning Commission Meeting of February 11, 2021 at 5:45 p.m.
Place of Meeting: Virtual Zoom Meeting
Present: Beverly Heckart, Fred Padjen, Ed Harrell, Geraldine O'Mahony, George Bottcher, Sathy Rajendran
Absent: Gayl Curtiss
Others Present: Community Development Director Kirsten Sackett; Planning Manager Jamey Ayling; Council Liaison Stacey Engel

1. CALL TO ORDER

Chair Padjen called the meeting to order at 5:48 pm.

2. APPROVAL OF AGENDA

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

3. APPROVAL OF MINUTES

Commissioner Heckart moved to approve the minutes of the January 28, 2021 Planning Commission Meeting as presented by staff. Commissioner Rajendran seconded. Motion passed with all in favor.

4. NEW BUSINESS

5. OLD BUSINESS

6. CITIZEN COMMENT

No members of the public in attendance.

7. STAFF UPDATE

a. Staff Training for Commissioners

Staff introduced the topic of the Appearance of Fairness doctrine (AoF), and played a 17-minute Department of Commerce Short Course video presented by land use attorney Phil Olbrechts.

Information was provided about quasi-judicial actions, versus legislative actions. The differences between the two types was explained, specifically noting that the Appearance of Fairness doctrine only applied to the quasi-judicial proposals.

The AoF Doctrine was created by the courts in 1969 based on the requirements surrounding public hearings, and is described in RCW 42.396. The background of the idea is simply based on what constitutes a “fair hearing”.

There are 3 categories of bias:

- Personal bias or interest: decision affects your property, employer, or family
- Pre-judgment bias (should come into a hearing with a completely open mind)
- Partiality

Explanation of ex-parte communication was also provided.

Exceptions to the AoF Doctrine include:

- Loss of Quorum – but all appearance issues have to be disclosed
- No objections at disclosure
- Election-related opinions are allowed
- Campaign contributions from applicants are allowed
- Prior participation on advisory board

Consequences of violation the AoF Doctrine were shared:

- Action is void
- Could be damages

In conclusion:

- No Bias
- No exparte contacts

At the conclusion of the video, Staff answered questions posed by the Commission.

In another update, Ayling said he received a letter today from an individual representing a citizen’s group of people that live on Brick Road. The letter is addressed to Council and the Planning Commission, and the group would like the City to consider impacts of the decisions made to approve new developments on the north side of town. New development has impacts such as increased traffic on Brick Road and the speed that people travel. They would also like the City to consider methods to slow the traffic, and add signs such as “children present”, etc. Ayling will forward that letter to the Commission.

8. ADJOURNMENT

Chair Padjen adjourned the meeting at 6:25 pm.



CITY OF ELLENSBURG

Utility Advisory Committee

Date of Meeting

February 18, 2021

Time of Meeting

3:30 PM

Place of Meeting

Virtual Conference

Nancy Lillquist, Chairperson, term expires May 31, 2022

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

Nancy Goodloe, City Council, term expires May 31, 2021

Gary Gleason, CWU, term expires May 31, 2022

Bob Johnson, KITTCOM, term expires May 31, 2023

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

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

1. CALL TO ORDER

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

2. ROLL CALL

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

Also present: Ryan Lyyski, Public Works & Utilities Director; Mike Helgeson, Assistant Public Works Director; Kim Caulkins, Operations Analyst; Darin Yusi, Gas Engineer; Buddy Stanavich, Power & Gas Manager; Darren Larsen, Assistant Utilities Director; Bradley Campbell, Electrical Engineer; Paul Meyer, Sr. Electrical Engineer; Ben Faubion, IT & Telecomm Manager; Margaret Reich, CenterFuse.

3. ELECT CHAIRPERSON AND VICE CHAIRPERSON

Barry moved to elect Nancy Lillquist as chair and himself as vice chair of the Utility Advisory Committee. Goodloe seconded. All in favor; **motion approved**.

4. APPROVAL OF MINUTES

4.A. Approve minutes - January 21st, 2021 regular meeting minutes

Chair Lillquist moved to amend the minutes to correct her vote from "abstained" to "no" under item 8.C. Natural Gas Rebates. Barry moved to approve the minutes as amended. Lillquist seconded. All in favor; **motion approved**.

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5. APPROVAL OF CONSENT AGENDA

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

5.A. 2020 Cured in Place Sewer Line Rehabilitation Project Acceptance

5.B. Agreement with Natural Selection Farms for Biosolids Reuse.

Barry moved to approve the consent agenda. Gleason seconded. All in favor; **motion approved.**

6. CORRESPONDENCE AND CITIZEN COMMENTS ON NON-AGENDA ITEMS

7. TELECOMMUNICATIONS UTILITY DISCUSSION ITEMS

7.A. CenterFuse Broadband Feasibility Study

Margaret Reich presented findings and solutions from the Broadband Feasibility Study (Study) recently completed by CenterFuse. Margaret reported the CenterFuse Board has approved the Study and previously shared the findings with City Council and is now identifying the next strategies. The committee asked several questions regarding the Study and CenterFuse's goals moving forward. There were questions and discussion around the City's policy and priorities and how this may collaborate with or possibly change them. Margaret stated that the study is available by request. Chair Lillquist requested this topic be put on the next UAC Meeting Agenda to continue the discussion with staff.

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

9. INFORMATION ONLY ITEMS

9.A. Dolarway Substation Improvements

Paul Meyer shared an overview of the substation site proposed improvements and budgeted cost estimates as well as the 2021/2022 timeline. The project will consist of removing the old city-owned substation transformer located in the BPA yard and installing a new substation transformer in the city-owned Dolarway Substation yard.

9.B. HB 1084 Revised Letter

Darin Yusi shared the final draft of the response letter to House Bill 1084.

9.C. Public Works & Utilities Issues and Updates

Ryan Lyyski gave an update on the Bull Road Project.

Ryan Lyyski gave an update on the sewer and water utilities. He also mentioned the 2022 Sewer budget contains funds for new roof at the plant. Staff has been dealing with leaks and the HVAC system (which happens to sit on roof) may be in need of replacement. The UAC may be approached about possible replacement of HVAC and roof in the 2021 budget.

Ryan Lyyski gave an update on the stormwater utility. He also mentioned that the City's consultant is working closely with Kittitas County Flood District/FEMA and the Flood District's consultant to do everything possible to be able to certify the existing and new levees being built on the Reecer Creek floodplain project. The County is interested in remapping the FEMA floodplain through this stretch of the creek. Ryan did caution the committee that it is possible that the levees might not be able to be FEMA certified due to FEMA standards that are out of the City's control.

Darren Larsen gave an update on the electric and gas utilities.

10. NEXT MEETING

10.A. March 18th, 2021 at 3:30 pm

11. ADJOURNMENT

With no further discussion, the meeting adjourned at 4:40 pm.

Kim Caulkins
Recording Secretary
Drafted: 2/19/2021
Approved: 3/18/2021



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: April 5, 2021

Item Title/Agenda Subject: Approval of the 2021 - 2023 Interlocal Agreement Between Kittitas County Public Hospital District No. 1 (KVH) and the City of Ellensburg for Cabulance Service.

Submitted by: Betsy Dunbar Public Works & Utilities

Recommended Action or Motion: Authorize the City Manager to sign the renewal of the 2021 - 2023 Interlocal Agreement between Kittitas County Public Hospital District No. 1 (KVH) and the City of Ellensburg for Provision of Cabulance Service.

Background/Summary:

- The Kittitas County Public Hospital District No. 1 (KVH) Interlocal Agreement expires June 30, 2021.
- The new agreement will be for the next biennium and will be effective July 1, 2021 through June 30, 2023.
- On March 16, 2021, the Public Transit Advisory Committee recommended Council approve the agreement.

Previous Council Action: On June 17, 2019, the City Council authorized the renewal of the KVH Interlocal Agreement for Cabulance Services.

Analysis: Approval of the 2021 - 2023 Interlocal Agreement for Cabulance Service will allow KVH, through its staff, to request Cabulance service when an accessible vehicle is required to transport an individual from an Ellensburg medical facility to their residence within the City limits after the completion of treatment and the individual does not require emergency or ambulance transportation.

Financial Impact: Funding for Cabulance service is included in the City's adopted 2021-2022 Transit Budget.

Attachments:
[KVH Cabulance Interlocal Agreement](#)

To be posted on the City of Ellensburg Web site

or

To Be Filed with Kittitas County Auditor

RETURN ADDRESS:

City of Ellensburg
City Clerk's Office
501 N. Anderson St.
Ellensburg, WA 98926

Contract No. _____

**INTERLOCAL AGREEMENT
BETWEEN
KITTTITAS COUNTY PUBLIC HOSPITAL DISTRICT No. 1
(Kittitas Valley Healthcare)
AND
CITY OF ELLENSBURG
FOR CABULANCE SERVICE**

THIS INTERLOCAL AGREEMENT is made and entered into by and between Kittitas County Public Hospital District No.1 (Kittitas Valley Healthcare) of Kittitas County Washington, hereinafter referred to as "KVH," and the City of Ellensburg, a Washington municipal corporation, hereinafter referred to as "City", pursuant to the authority granted by the Interlocal Cooperation Act, Chapter 39.34 RCW. KVH will initiate Cabulance service from the City of Ellensburg through the City's contractor when non-emergency accessible transportation from a KVH facility is required.

WHEREAS, the citizens of the City of Ellensburg approved Proposition 1 in 2016 which authorized the collection of 2/10ths of 1 percent sales tax; and

WHEREAS, the funds generated from the sales tax are to be used to improve and expand transit service within the City of Ellensburg, which includes establishing a service to provide cabulance transportation to qualifying medical patients; and

WHEREAS, it is agreed that this service is beneficial to both the City and KVH; and

NOW THEREFORE, by virtue of Chapter 39.34 RCW and in consideration of the terms, conditions, and mutual covenants set forth herein and in the attached Exhibits A and B.

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SECTION 1. PURPOSE.

The purpose of this Agreement is for the City to provide non-emergency medical transportation services through its contracted third-party turn-key service provider, for persons needing accessible transportation within the City limits of Ellensburg.”

SECTION 2. DUTIES AND RESPONSIBILITIES.

2.1 Requesting Cabulance Services. KVH, through its staff may request Cabulance service when an accessible vehicle is required to transport an individual from an Ellensburg medical facility and the individual does not require emergency or ambulance transportation. KVH will complete Part A of the Cabulance Travel Voucher attached hereto as Exhibit A for Cabulance service request.

2.2 Provision of Cabulance Services. The City shall, by separate contract with its third-party turn-key service provider, 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, 2021 through June 30, 2023, unless terminated sooner or extended, as provided herein.

SECTION 4. FINANCIAL OBLIGATION

There is no financial obligation between the City and KVH 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 initiated by KVH. 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 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.

Records and other documents, in any medium, furnished by one party to this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

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. INDEMNIFICATION

Section 8.1 Indemnification by KVH. KVH agrees to hold harmless, indemnify, and defend the City, its elected officials, officers, agents, and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, including employees of KVH, or damage to property arising out of any willful misconduct or negligent act, error or omission of KVH, its officers, agents, subcontractors or employees, in connection with the services required by this Agreement.

Section 8.2 Indemnification by City. The City agrees to hold harmless, indemnify, and defend KVH, its elected officials, officers, agents, and employees, from and against any and all claims, losses, or liability for injuries, sickness or death of persons, including employees of the City, or damage to property, arising out of any willful misconduct or negligent act, error or omission of the City, its officers, agents, subcontractors or employees, in connection with the services required by this Agreement.

SECTION 9. TERMINATION

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

SECTION 10. 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 11. 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 12. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto.

SECTION 13. 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 14. 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 15. 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 16. 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 17. 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 18. 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 KVVH is:

Julie Petersen
Chief Executive Officer
Kittitas Valley Healthcare
603 S. Chestnut St.
Ellensburg, WA 98926
Ph. 509-962-7302

The Program Manager for the City is

City Manager
City of Ellensburg
501 N Anderson St.
Ellensburg
Ph. 509-962-7221

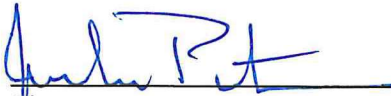
SECTION 19. ENTIRE AGREEMENT.

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.

Kittitas Valley Healthcare

City of Ellensburg



Signature

By: Julie Petersen

Chief Executive Officer

Title

3/29/21

Date

APPROVED AS TO FORM:

Signature

By: John Akers

City Manager

Title

Date

APPROVED AS TO FORM:

Terry Weiner, Ellensburg City Attorney



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: April 5, 2021

Item Title/Agenda Subject: Project Acceptance – Bid Call No. 2019-19 - 2019 CBD Sidewalk Repair Program

Submitted by: Derek Mayo Public Works & Utilities

Recommended Action or Motion: Accept Bid Call 2019-19 as complete and approve the necessary budget adjustments.

Background/Summary: Work on the 2019 CBD Sidewalk Repair Program has now been completed. Council is now being requested to accept bid call 2019-19 as complete.

The project consisted of furnishing all labor, materials, equipment, and other miscellaneous items; remove and replace trees; installation of new tree planters at existing trees; replace portions of the existing irrigation conduit and drip irrigation system; install new irrigation conduit and drip irrigation to existing and replacement trees; remove and re-set the existing paver stone sidewalk; remove concrete sidewalk, and other miscellaneous items necessary to complete the project. City staff designed and prepared bid specifications for the above work associated with this bid call.

Previous Council Action: Council awarded Bid Call 2019-19 at their July 1, 2019 regular meeting.

Analysis: The original contract amount bid for the project was \$42,365.00 and the final project cost was \$39,585.00.

Financial Impact: The original contract amount bid for the project was \$42,365.00, and the final project cost was \$39,585.00. Due to the final payment to the contractor not being paid until 2021 and this project not being included in the 2021 Sidewalk Fund budget, a supplemental appropriation in the amount of \$6,692.44 will be required to carry funding forward into 2021.



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: April 5, 2021

Item Title/Agenda Subject: Budget adjustment and purchase of a portable lift system for the Shop

Submitted by: Mike Helgeson Public Works & Utilities

Recommended Action or Motion: Staff recommends that Council approve the necessary budget adjustment and the purchase of the portable lift system.

Background/Summary: The Mechanics Shop is requesting the purchase of a portable lift system. With the growing number of large vehicles in the City's fleet, the need for a system capable of lifting large vehicles for repair or maintenance has become essential. The shop does not currently have the capability to lift many of our vehicles, including Gas and Light division service trucks, vac trucks, street sweepers, dump trucks, and more. This portable lift system will lift these vehicles, and will also allow for these vehicles to be worked on inside or outside of the Mechanic Shop. The purchase of this system will allow mechanics to work on undercarriage maintenance issues instead of transporting these large vehicles to a service repair shop.

Previous Council Action: Council approved \$90,000 for the purchase of a portable lift system in the 2022 budget when they adopted the biennial budget for 2021/2022 at their December 7, 2020 meeting.

Analysis: There is \$90,000 allocated in the 2022 Shop Facilities budget for a portable lift system. The quote for the portable lift system and accessories is \$81,018.63 through Sourcewell. The City of Ellensburg is a member of Sourcewell Purchasing Group through an Interlocal Agreement and may purchase off any contract they provide.

Financial Impact: The \$90,000 for this purchase was budgeted in 2022 but there is currently a significant need for this system. This purchase would require moving the budget authority from 2022 to 2021. Sufficient funds are available in the Shop Facilities Fund.

Laurie Gigstead

From: Katelyn Clavette
Sent: Thursday, March 18, 2021 2:49 PM
To: Laurie Gigstead
Subject: FW: [Ext] Nancy approved message -- from John

Hi Laurie,

Nancy Hultquist would like to be removed from the AAC Senior Advisory Commission.

Thank you,

Katelyn Clavette
Adult Activity Center, Coordinator
506 S. Pine Street, Ellensburg, WA 98926
Phone: 509.962.7242

From: Nancy & John Hultquist <nancyjohnhultquist@gmail.com>
Sent: Thursday, March 18, 2021 11:56 AM
To: Katelyn Clavette <clavettek@ci.ellensburg.wa.us>
Subject: [Ext] Nancy approved message -- from John

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

Hi Katelyn,

Nancy and I have been discussing her health issues and future scenarios and think it is appropriate for her to resign from the AAC Senior Advisory Commission. We hope the future will be bright for the AAC, and you.

Participating in the activities of the AAC – celebrations, music, exercise, and being accepted to the Advisory position – have been good experiences. I, John, might have done more had it not been for frequent trips as a volunteer trail worker. Those days are over for me, and the significant AAC days for Nancy will be in the history of the place.

Thank you, and all the others for understanding.

John writing, for Nancy

3/18/2021



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: April 5, 2021

Item Title/Agenda Subject: Agreement with Natural Selection Farms for Biosolids Reuse

Submitted by: Mike Helgeson Public Works & Utilities

Recommended Action or Motion: Staff is recommending that City Council authorize the Public Works and Utilities Director to sign the agreement with Natural Selection Farms (NSF) for the hauling and beneficial use of biosolids.

Background/Summary: The City of Ellensburg has had an agreement with NSF to transport and apply the City's biosolids, since October 2011. The current agreement expired in December 2020. NSF hauled and applied 272.1 tons of biosolids for the City in the fall of 2020.

Previous Council Action: Council has previously approved similar agreements with NSF for hauling and reuse of biosolids.

Analysis: Staff and NSF have developed the attached agreement to continue recycling the Wastewater treatment Plant's biosolids for beneficial use. NSF will transport and apply the City's biosolids for a service fee of \$56.08 per wet ton. The proposed agreement is for a length of four (4) years, with the option of three (3) one year extensions through 2027.

Financial Impact: Adequate funds exist in the 2021/2022 Sewer Budgets for the execution of this agreement.

Attachments:

[Bio-Solids Hauling Contract with NSF](#)

**AN AGREEMENT BETWEEN
CITY OF ELLENSBURG, WASHINGTON, AND
NATURAL SELECTION FARMS, INC.,
FOR THE BENEFICIAL USE OF BIOSOLIDS**

This Contract is made and entered into as of the ____ day of _____ 2021, (the “Effective Date”) by and between the City of Ellensburg, Washington, a Washington municipal corporation, (the “Generator”) and Natural Selection Farms, Inc., (“NSF”) a Washington corporation.

Whereas, the Generator produces sewage sludge in the form of Class B solid biosolids (hereinafter referred to as “biosolids”) as a by-product of its sanitary sewage treatment process at the Ellensburg Wastewater Treatment Plant, and desires to recycle biosolids from the plant for beneficial use; and

Whereas, NSF has the ability to perform land application of biosolids in an approved manner at appropriate sites; and

Whereas, NSF and Generator now wish for NSF to perform the land application of biosolids tendered by Generator to NSF in accordance with the terms more fully set forth herein;

Now, therefore, in consideration of the mutual promises and covenants herein contained and for other good and valuable consideration, it is hereby agreed as follows:

1. Purpose. Generator and NSF enter into this Contract to establish terms and conditions for NSF to receive Generator’s biosolids and perform the land application of biosolids produced by Generator and tendered to NSF.
2. Generator’s Obligations. Generator shall be obligated to perform the following with respect to biosolids produced at the Generator’s facilities in Ellensburg, Washington, in such quantities as the parties may mutually agree upon:
 - a. load biosolids onto NSF trucks/trailers or trailers arranged for by NSF at a time mutually agreeable to Generator and NSF;
 - b. ensure that the tendered biosolids meet federal, state and local standards governing land application of biosolids as the same currently exist and as they may be modified or altered from time to time, and as set forth herein at Section 3;
 - c. test the tendered biosolids in accordance with best available testing procedures and applicable federal, state, and local laws and regulations and provide NSF all information required by law or that otherwise is necessary for NSF to use and manage application of the biosolids in a safe, consistent, and reliable manner, including providing to NSF test results

confirming acceptable compliance with all applicable trace metal and pathogen standards as well as confirming percent solids by weight and nitrogen content as expressed by total Kjeldahl nitrogen (TKN);

- d. pay NSF service fees as provided in Section 6 below;
 - e. pay all costs, whether in the form of fees, levies, or other charges, charged by any local agency related to the importation, management, disposal, or use of biosolids tendered to NSF under this Contract. In the event that any such cost or fee is charged to NSF, Generator agrees to timely pay the same prior to delinquency promptly upon presentation of any invoice therefor submitted to Generator by NSF; and
 - f. pay such amounts as may be reasonably incurred by NSF in order for NSF to efficiently accept Generator's biosolids, provided that the parties presently contemplate that this charge will be mutually agreed upon in advance. The failure to so agree will relieve NSF of any further obligation to accept biosolids pursuant to this Contract but will not otherwise alter the remaining rights and obligations of the parties hereunder.
3. Generator's Covenants and Warranties. The Generator warrants that all biosolids tendered to NSF shall comply with all specified testing standards and results stated herein and all requirements under federal, state and local laws and regulations applicable to the land application of biosolids, as the same currently exist and as they may be modified or altered from time to time.
4. NSF's Obligations. Subject to Section 7 below, NSF shall:
- a. receive biosolids loaded by Generator at the Generator's wastewater treatment facility in Ellensburg, Washington, for application and use thereof on agricultural lands in Eastern Washington as a nutrient-based soil amendment, compost ingredient or other permitted beneficial use;
 - b. provide all of the facilities, equipment, and personnel necessary for such work, and perform the application of Generator's biosolids in compliance with all applicable local, state, and federal regulations;
 - c. assure that all transportation activities required under this Contract are performed by NSF in compliance with any applicable federal, state or local environmental or public health laws, codes or regulations. NSF is solely responsible for obtaining and maintaining all permits and registrations necessary for the transportation of the City's biosolids;
 - d. be completely responsible for securing conforming biosolids loaded into the means of transport selected by NSF against spillage, leakage, or public exposure, and for providing properly designed locations for the

safe and secure unloading of biosolids at NSF's designated application sites; and

- e. obtain and maintain all required permits and approvals for its operations and activities under this Contract in accordance with law.

5. NSF's Covenants and Warranties. NSF warrants and represents that it has the business, professional, and technical expertise to use and manage the application of biosolids and shall at all times do so in a prudent and workmanlike manner. Furthermore, NSF warrants and represents that it has the equipment (subject to the terms of paragraph 2(f) above), plant and employee resources required to perform this contract. Such equipment shall at all times relevant to the performance of services hereunder be maintained in a good and safe condition fit for use as required.

6. Billing and Payment.

- a. Billing. NSF shall provide to the Generator, by the thirtieth (30th) day after acceptance of the Generator's biosolids, a statement in a format that is mutually agreeable to NSF and the Generator, detailing the number of wet tons of biosolids accepted by NSF. The method of determining tonnage shall be by certified truck scale and shall be at the Generator's expense.
- b. Service Fees. The Generator shall pay NSF's service fees as provided herein. Generator shall pay NSF the sum of \$31.08 per ton to receive the Generator's biosolids from the Generator's wastewater treatment plant for use at a beneficial use land application facility selected by NSF, in NSF's sole discretion. In addition, a fee of \$25.00 per ton will be charged for land application. These fees are made up of the following components:

	<u>Fuel related component</u>	<u>Non-fuel related component</u>	<u>Subtotal fee</u>
Land application fee	\$4.25	\$20.75	\$25.00
Hauling fee	\$5.28	\$25.80	\$31.08

These minimum service fees will be adjusted from time to time as set forth herein.

- c. Loading. NSF will charge a standby fee of \$100.00 per hour (calculated in 15 minute increments), for trucks that are delayed in loading in excess of two (2) hours if said delay is due to the actions or failure to act of Generator. These fees will be charged, as applicable, in addition to the service fee described in paragraph 6(b), above, and will also be subject to adjustment from time to time as set forth herein.

- d. Price Adjustment for Change in Law. NSF may, after notice to Generator, increase the minimum service fee by up to one hundredpercent (100%) of NSF's reasonable actual increased costs of performing its obligations under this Contract due to a change in law. For purposes of this section, a "change in law" includes new laws, regulations, ordinances of general application and modifications of them; new decisions of tribunals, either judicial or administrative, and any modifications of them; or the imposition of any material conditions on the renewal of any permit, license or approval which makes the transportation, storage, land application or other managementofbiosolids more burdensome financially than under the requirementsin effect at the Effective Date; a "change in law" shall include, without limitation, a determination that performance by NSF of the terms of this Contract requires that NSF pay prevailing wage rates, as may be required by law; it being a basis of the price terms in this Contract that NSF is and shall not be required to pay prevailing wagerates.Whether or not a change in law material to this Contract has occurred shall be determined by NSF, in NSF's sole discretion. Such increase in service fees may occur only for reasonable costs that are actually incurred, and shall not be allowed for any cost increases that are in any way attributable to activities caused by NSF or its subcontractors, employees, or agents, or are otherwise within NSF's control. In the event Generator does not approve an increase for a change in law as provided for herein, then NSF, at its option, may terminate this Contract upon written notice and with no further obligation to Generator.
- e. Other Changed Conditions. In the event of any material change in the nature of the biosolids subject to this Contract, including but not limited to any deviation from the test parameters set forth above, or in the event of any other change in circumstances that causes an increase in NSF's cost or the time and equipment required for performance of any part of the work under this Contract, an equitable adjustment in the service fee, the delivery schedule, or both shall be made and, if the same shall be acceptable to Generator and NSF, the Contract shall be modified in writing accordingly. If no such change may be agreed upon by the parties, then NSF shall be entitled, at its option, to terminate this Contract upon written notice and with no further obligation toGenerator.
- 7. Conditions Precedent. The obligations of NSF hereunder are strictly contingent upon NSF obtaining all applicable and necessary permits, licenses and approvals of any federal, state, and local government or governmentalauthority.
- 8. Term and Extension; Adjustment of Fees. The term of this Contract shall

commence on the Effective Date and expire on midnight, December 31, 2024; provided, however, that this term shall be automatically extended for three additional one-year terms, expiring on midnight, December 31, 2027, unless notice of non-renewal is provided by either party to the other party by notlater than November 1 of each then-currentterm.

The non-fuel-related service fee set forth above shall be adjusted annually on the yearly anniversary date of this Contract, beginning one year after the date of execution. Said adjustment shall be 1% plus an additional factor dictated by, and directly proportional to, the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) for all U.S. cities over the same period of time. In the event that the CPI-U is zero or negative, the adjustment shall be zero adjustment.

The fuel-related service fee set forth above shall be adjusted semi-annually, beginning six months after the date of execution and continuing every six months thereafter. Said adjustment shall be dictated by, and directly proportional to, the percentage change in the data found in the Bureau of Labor Statistics Producer Price Index-Commodities Data for #2 diesel fuel (Series ID: WPU057303), or its successor index, as found at www.bls.gov.

9. Insurance; Waiver of Subrogation. The Contractor's required insurance shall be of the types and coverage as stated below:
 - a. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
 - b. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Public Entity shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
 - c. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
 - d. Minimum Amounts of Insurance. The Contractor shall maintain the following insurance limits:

- 1) Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 - 2) Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.
 - e. Public Entity Full Availability of Contractor Limits. If the Contractor maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Contractor.
10. Termination; Default.
- a. NSF may terminate this Contract if:
 - i. the Generator fails to make any payment required hereunder within fifteen (15) days after receiving notice of nonpayment from NSF;
 - ii. the Generator breaches any material representation or warranty set forth herein;
 - iii. the Generator defaults in the performance of any other obligation of the Generator under this Contract and fails to cure such default within thirty (30) days after receiving written notice thereof from NSF;
 - iv. any applicable law or governmental regulations or other circumstances outside NSF's control cause the services required of NSF to be economically unfeasible for NSF, or NSF is otherwise prohibited from providing the services required of it by the Contract; or
 - v. as provided in Section 6(d) and 6(e) above.
 - b. Generator may terminate this Contract if:
 - i. NSF breaches any material representation or warranty set forth herein; NSF defaults in the performance of any other material obligation of the Generator under this Contract and fails to cure such default within thirty (30) days after receiving written notice thereof from the Generator;
 - ii. NSF fails to comply with any federal, state or local laws, rules, orders or

ordinances, or regulations that pertain to the transportation or use of biosolids and fails to cure such non-compliance within thirty (30) days after receiving written notice from the appropriate agency or court; or

- iii. as provided in Section 6(d) and 6(e) above.
- 11. Non-conforming Biosolids. NSF shall be entitled to inspect and analyze each load of biosolids tendered by the Generator. NSF's right to verify Generator's biosolids testing under this section is entirely discretionary and imposes no duty on NSF. Generator bears sole responsibility under this Contract for tendering only biosolids that conform to the warranty standards set forth in Section 3 above. If NSF tests Generator's biosolids and the biosolids are found to be non-conforming, Generator shall pay NSF's commercially reasonable costs incurred in the testing. If NSF determines that the biosolids do not conform to the warranty standards set forth in Section 3 above, it may reject the biosolids by notifying the Generator in writing, with documented test results. Timely removal (if necessary) and disposal of biosolids rejected according to these warranty standards shall be the Generator's sole cost and responsibility; provided that if NSF rejects biosolids as non-conforming, NSF reserves the right to transport the biosolids to a disposal site or to return the biosolids to Generator's site, and to collect from Generator any commercially reasonable expenses or damages incurred thereby, including but not limited to transport, storage or disposal costs.
- 12. Indemnification.
 - a. NSF agrees to defend, indemnify and hold Generator harmless from and against: (I) any and all claims, demands, causes of action, damages, liabilities, losses, expenses, penalties and costs of defense relative thereto, including legal fees, ("Losses") caused by or resulting from NSF's breach of this Contract; and (II) any and all Losses caused by or resulting from NSF's intentional or negligent act or omission in the performance of its duties as described in this Contract.
 - b. Generator agrees to defend, indemnify and hold NSF harmless from and against: (I) any and all Losses caused by or resulting from Generator's breach of this Contract (specifically including any breach of Generator's obligation to tender only biosolids that conform to the warranty standards set forth above); and (II) any and all Losses caused by or resulting from Generator's intentional or negligent act or omission in the performance of its duties as described in this Contract.

Notwithstanding any other provision herein, the obligations created by this section shall survive any termination of this Contract.

- 13. Safety Standards and Instruction. NSF shall provide adequate training of its personnel involved in management of biosolids. NSF shall inform its personnel

that sewage treatment plants process sanitary and industrial waste, that any workers involved in biosolids management may be exposed to pathogens, and that such workers should follow proper hygiene and workplace safety practices.

14. Compliance with Laws. The Generator and NSF shall each fully comply with all applicable laws, ordinances, decisions, orders, rules or regulations of any government or governmental agency pertaining to its handling, storage, transportation, treatment, use or management of the biosolids.
15. Disputes, Governing Law, Venue. This Contract shall be governed by and construed in accordance with the laws of the State of Washington. If litigation arises concerning the interpretation of any of the terms of this Contract, venue for such litigation shall be in the Superior Court of the State of Washington in Yakima County. The prevailing party in any legal action brought to enforce this Contract shall be entitled to reasonable attorney's fees incurred therein.
16. Savings. If any part of this Contract is declared to be invalid or unenforceable, the rest of the Contract shall remain binding, unless such invalidity or unenforceability destroys the purpose and intent of this Contract.
17. Independent Contractor, No Partnership. Each party hereto is and shall perform this Contract as an independent contractor, and as such, shall have and maintain complete control over all of its employees, agents, and operations. Neither party nor anyone employed by it shall be, represent, act, purport to act or be deemed to be the agent, representative, employee, partner or servant of the other party.
18. Force Majeure. Should either party be prevented wholly or in part from performing its respective obligations under this Contract by a cause reasonably outside of and beyond the control of the party affected thereby, including but not limited to war, government regulation, strike, lockout, accidents, storms, earthquake, fire, acts of God or public enemy or any similar cause beyond the control of the parties, then such party shall be excused hereunder during the time and to the extent that the performance of such obligations are so prevented, and such party shall have no liability whatsoever for any damages, consequential or otherwise, resulting therefrom.
19. Non-Waiver. Either party's failure to strictly enforce its rights under any provision of this Contract shall not be construed to be a waiver of that provision. No waiver of any breach of this Contract shall be held to be a waiver of any other breach.

20. Assignment. This Contract shall not be assignable by either party without the written consent of the other, which shall not be unreasonably withheld.
21. Notices. All notices required under this Contract shall be personally delivered or mailed by certified or registered mail, postage prepaid as follows:

If to the Generator, addressed to:

City of Ellensburg
Public Works Director
501 N. Anderson St.
Ellensburg, WA 98926

If to NSF, addressed to:
Natural Selection Farms, Inc.
P.O. Box 419
Sunnyside, WA 98944

With a copy addressed to:

Kenneth W. Harper
Menke Jackson Beyer, LLP
807 N. 39th Ave.
Yakima, WA 98908

or to such other address as any party shall specify by written notice so given. Notices shall be deemed to have been given and received as of the date so delivered or three (3) business days after being deposited in the U.S. Mail.

22. Equal Employment Opportunity Requirements. NSF will not discriminate against any employee or applicant for employment because of creed, color, race, sex, age, national origin, or the presence of any sensory, mental or physical handicap, unless based on a bona fide occupational qualification.
23. No Third Party Beneficiary. This Contract is entered into solely for the benefit of the parties hereto. This Contract shall confer no benefits, direct or indirect, on any third persons, including employees of the parties. No person or entity other than the parties themselves may rely upon or enforce any provision of this Contract.
24. Parties and Successors. Subject to the limitations on assignment provided in this Contract, this Contract shall inure to the benefit of, and be binding upon the parties, their successors and assigns.

25. Counterparts/Electronic Execution. This Contract may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Electronic transmission of any signed original document, and re-transmission of any signed electronic transmission, shall be the same as delivery of an original.
26. Entire Contract, Amendment. This Contract constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any and all other communications, representations, proposals, understandings or agreements, either written or oral, between the parties with respect to such subject matter. This Contract may not be modified or amended, in whole or in part, except by a writing signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date first above written.

NATURAL SELECTION FARMS, INC.,
A Washington corporation

CITY OF ELLENSBURG,
a Washington municipal corporation

By: _____
Ted Durfey,
President

By: _____
Name:
Title:



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: April 5, 2021

Item Title/Agenda Subject: Resolution 2021-08 - 205 N Elliott St - Williams

Submitted by: Gordon Crane Public Works & Utilities

Recommended Action or Motion: Adopt the attached resolution authorizing Phillina Williams to remove the aforementioned trees.

Background/Summary:

Phillina Williams is requesting permission to remove two street trees at 205 N Elliott Street. They will be building a new house and ADU at this location. Both trees are Colorado Spruce.

Tree Condition:

The foliage on the southerly Colorado Spruce is in good condition overall. However, it has poor tree architecture. The main trunk has two co-dominant stems, both of which then divide into two stems. Instead of one central leader, it has four.

The foliage on the northerly Colorado Spruce is in fair condition. It too does not have good tree architecture. The main stem has a "banana curve", and has lost the central leader; some of the branches have been shaded out by the nearby larger tree.

City Infrastructure damage: none - there is no sidewalk or curb at this location.

Tree Maintenance activity by City: none known.

Species suitability to location: Colorado Spruce are common street trees in Ellensburg, representing about 5.3% of all street trees. However, they are not on the approved street tree list. Colorado Spruce often have large surface roots that can damage nearby walks or pavement.

Private damage claims processed by the City: None known.

Previous Council Action: None

Analysis: Removal of the trees is appropriate. Both trees have poor tree architecture, and their roots will likely be damaged by the proposed house construction. Co-dominant stems are more likely to fail in wind or snow loading.

Financial Impact: None for the City. The cost will be borne by the applicant.

Attachments:

[205 N Elliott St - Williams request](#)

[205 N Elliott St - Williams - tree removal graphics](#)

[Resolution 2021-08 - 201 N Elliott St - Williams street tree removal](#)

Sent: Monday, March 15, 2021 9:53 AM
To: Gordon Crane <craneg@ci.ellensburg.wa.us>
Subject: [Ext] Tree Removal Request

Hi Gordon,

We are building a home at 205 N Elliott Street in Ellensburg. I am requesting to remove two trees located at the front of the lot to allow access to the entrance of the home and allow for more natural light. I am having a hard time finding the street tree permit? Please let me know what my next steps are.

Thanks for your help,
Phillina Williams

Attachment 1 – 205 N Elliott Street - Phillina Williams Tree removal request



This tree has 4 main leaders.



The right tree has a pronounced “banana curve” and has lost the central leader.

RESOLUTION NO. 2021-08

A RESOLUTION authorizing Phillina Williams to remove two street trees at 205 N Elliott St.;

WHEREAS, ECC 4.36.380 requires that any person, firm or corporation may apply for the removal of street trees, subject to city council approval, under such conditions and requirements as set forth in the Ellensburg City Code;

WHEREAS, Phillina Williams has requested permission to remove two street trees;

WHEREAS, the City Arborist has reviewed the condition of the tree and the proposed replanting of the trees, and recommends the City Council authorize removal of the trees;

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

Section 1. Phillina Williams is authorized to remove two street trees located at 205 N Elliott St. Approval is conditioned upon Phillina Williams first receiving a Street Tree Permit and Public Works Permit from the City of Ellensburg Public Works & Utilities Department for removal of the trees at Phillina Williams's expense including removal of the stumps, and replanting two street trees from the City's Street Tree List in the City right of way in an approved location, within one year.

Section 2. A \$600 refundable deposit shall be posted prior to the issuance of the Street Tree Permit to assure replacement of the trees.

Section 3. Removal of the stump shall be done within 30 days of the removal of the trees.

ADOPTED by the City Council of the City of Ellensburg this April 5, 2021.

MAYOR

CITY CLERK



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: April 5, 2021

Item Title/Agenda Subject: Approval of Lease Agreement with FISH Community Food Bank for the Community Garden

Submitted by: John Akers City Manager Department

Recommended Action or Motion: Consider the Lease Agreement and authorize the City Manager to execute it on the City's behalf.

Background/Summary: In May of 2020 the City executed a one year agreement with FISH Community Food Bank (FISH) for the operation of the community garden on City owned property south of the public library. The current lease term expires April 30, 2021. The property was acquired by the City to meet parking requirements associated with the library expansion project and the parking is currently served on the north portion of the acquired parcel leaving the balance of the property for other uses. The 2020 agreement provided for renewal with the requirement that requests for renewal be provided to the City before January 31, 2021. FISH has contacted the City Manager requesting renewal of the lease agreement to continue the operation and a lease agreement has been prepared for Council's consideration.

Previous Council Action: Council previously authorized a lease Agreement with FISH for the operation and maintenance of the community garden on May 4, 2020.

Analysis: The City entered into a one year lease agreement with FISH in 2020 for the purpose of making surplus, unused property available to FISH to operate a community garden. Allowing FISH to manage the property as a community garden has benefitted the City by eliminating the requirement for ongoing maintenance in the form of litter and weed control. The previous arrangement with FISH resulted in beneficial use of the property and continuing the arrangement with FISH will assist in the ongoing maintenance of the property and further benefit the FISH program and mission.

The property encompassed by the garden was included among properties made available for affordable housing. However at this time no project has come forward. In the event a project is proposed, the City reserves the right to terminate the agreement under the termination provisions of the agreement. Staff recommends renewing the agreement for one year and future renewal will be evaluated against the need to vacate the property for an affordable housing project.

Financial Impact:

The only fiscal impact associated with this agreement is the provision of water to the garden. The total utility expense associated with the garden has been: 2018 - \$752.84; 2019 - \$843.91; and 2020 - \$916.44. The amount budgeted in 2021 for the community garden utilities is \$1,000.

Attachments:

[FISH Community Garden Lease 2021](#)
[EXHIBIT A](#)

**LEASE BETWEEN THE CITY OF ELLENSBURG
AND FISH COMMUNITY FOOD BANK**

This is a LEASE AGREEMENT (“Lease”) made between the City of Ellensburg, Washington, a municipal corporation (“Lessor” or “City”), and Friends in Service to Humans Community Food Bank, of Ellensburg, Washington, a non-profit corporation, (“Lessee” or “FISH”), for the purpose of establishing a Community Garden.

WHEREAS, the City of Ellensburg owns land parcels adjacent to the Ellensburg City Library parking lot located at or near the intersection of N. Pine Street and E. 1st Avenue, Ellensburg, Washington, and more particularly described below; and

WHEREAS, FISH has operated a community garden on the reference parcels under a lease agreement which terminates April 30, 2021; and

WHEREAS, FISH has provided ongoing maintenance in the form of litter and weed control; and

WHEREAS, local production of food can improve nutrition for City residents especially those who have inadequate gardening space, while enhancing household food budgets; and

WHEREAS, native plant gardens provide beauty, wildlife and bird habitat, and educational opportunities; and

WHEREAS, gardening is a healthy, wholesome and educational activity suitable for people of all ages and abilities, and can add to the social fabric of Ellensburg; and

WHEREAS, local gardening would be beneficial use of unused or underused City parcels that are located near households without adequate land for gardening; and

WHEREAS, FISH is an existing Ellensburg-based non-profit organization which exists to serve members of our community who are hungry and in need of resources

that will help them have a better quality of life and is willing and able to manage a Community Garden;

NOW THEREFORE, in consideration of the mutual promises set forth in this agreement, the parties agree as follows:

1 PARCEL, TERM AND RENT

- 1.1 Grant of Lease. City leases to FISH the approximately 21,780 square foot area within the unused parcels identified as Parcel 937033 ("Lot 3A") and Parcel 617033 ("Lot 5") bounded by N. Pine Street and E. 1st Avenue (collectively referred to as "the Unused Parcels") as shown in Exhibit A.
- 1.2 Use. FISH will use the Unused Parcels for the sole purpose of operating a Community Garden with plots to be assigned by FISH to members of the public.
- 1.3 Term. The term of this Lease is one (1) year, starting on May 1, 2021 and ending on April 30, 2022. This Lease will terminate upon the expiration of this term unless earlier terminated by either party as described in Section 3.
- 1.4 Renewal. This Lease may be renewed for an additional year subject to mutual agreement of the parties and continued availability of the property. FISH shall provide written notice to the City of its desire to renew the lease no later than February 28, 2022.
- 1.5 Purpose and Consideration. The parties acknowledge that the Community Garden is a public amenity and that FISH will maintain the Community Garden as an aesthetic asset for the citizens of Ellensburg. To the extent feasible, produce grown at the Community Garden will be donated to organizations serving those members of the community in need of food who are unable to satisfy their own needs because of lack of resources such as the FISH Community Food Bank. On the date that this Lease is signed FISH will pay the City one dollar (\$1) in rent.
- 1.6 Utilities. City will pay for the reasonable water usage for the Community Garden during the period of the lease. FISH will use reasonable efforts to ensure there is no undue wastage of water, and that its use will be similar to comparable community gardens in the area.
- 1.7 Transfer and Assignment. Without prior written approval from City, FISH may not assign, mortgage, pledge, encumber, or otherwise transfer this Lease, or sublet or allow the Unused Parcels or any part of the Unused Parcels to be used or occupied by others, except by persons maintaining a plot and who are party to the gardener agreement contemplated by Section 2.8 below. Any request from

FISH to transfer this Lease may be denied by City for any reason whatsoever. Any attempted transfer in contravention of this Section 1.7 is void and is a default under this Lease.

2 OPERATION AND MAINTENANCE

- 2.1 Parcel As-Is. FISH acknowledges that City makes no representations, warranties, promises or guarantees of any kind to FISH, including, without limitation, any representations about the quality, condition, or suitability of the identified property for use as a community garden. In deciding to enter this Lease, FISH has made its own independent evaluation of the suitability of the Unused Parcels for a community garden.
- 2.2 Hours of Operation. Gardeners may be in the garden from sunrise to sunset.
- 2.3 Chemical Applications. FISH may allow gardeners to use or apply fertilizers, pesticides, herbicides, or rodenticides only if they are labeled “organic.”
- 2.4 Composting. Only garden waste can be composted; FISH shall not allow kitchen waste products (meat scraps, kitchen oils, or bread) to be composted. Trimmings and garden refuse not being used as compost must be removed from the Community Garden area.
- 2.5 Water Spigot. FISH shall take reasonably appropriate measures to ensure water obtained from the spigot located on the property is used only by persons using plots for purposes allowed under this Lease. Any damage or destruction of the water spigot due to the negligence of gardeners using the community garden shall be the sole responsibility of FISH to repair or replace.
- 2.6 No City Responsibilities. FISH has sole responsibility for the planning, setup, management, and carrying out of operations on the Unused Parcels, including, without limitation, obtaining any permits required for operating a community garden. Except as specifically required in this Lease, City has no current or future obligation to make any alterations, improvements or repairs of any kind on the property, or to provide any services or any other support whatsoever.
- 2.7 Comply with Laws. FISH will use and operate the property in compliance with all applicable zoning, environmental, and other laws and regulations.
- 2.8 Garden Rules. FISH will operate the garden in accordance with a set of garden rules that it shall develop and submit to the City for approval prior to adoption. FISH will require all persons to whom it licenses plots to enter into a gardener agreement and waiver of liability form acceptable to City.

- 2.9 ADA Access. At least one area garden plot must be ADA accessible either through the use of a raised bed adjacent to the existing sidewalk at least 24 to 30 inches in height, or by the provision of large pots or elevated table beds.
- 2.10 Maintenance. FISH has the sole responsibility for the maintenance of all garden plots, including those that are vacant and not in use. FISH will maintain Unused Parcels in order to abide by generally accepted community standards of aesthetics and upkeep. FISH will remove weeds, graffiti, and trash in a timely manner from all areas of the Unused Parcels.
- 2.11 Commercial Enterprise Prohibited. FISH will not undertake or allow the undertaking of any commercial enterprise, including but not limited to sales of produce, on the Unused Parcels. This provision is not intended to prohibit FISH from charging users a reasonable garden plot rental and/or maintenance fee.
- 2.12 No Alteration. FISH may not make or permit any alterations or improvements to the Unused Parcels without City's prior written consent.
- 2.13 Existing Trees. FISH may not undertake, permit to allow the destruction or removal of any existing trees on the Unused Parcels without City's express written consent.

3 TERMINATION

- 3.1 Termination by FISH. This Lease may be terminated by FISH for any reason at any time. Such termination will be effective three months after delivery of written notice by FISH to the City as provided in Section 6.6 below.
- 3.2 Termination by the City: This Lease may be terminated by the City for any reason at any time. Such termination will be effective three months after delivery of written notice by FISH to the City as provided in Section 6.6 below.
- 3.3 Breach by FISH. If FISH breaches any of its duties or obligations under this Lease, City may provide FISH with written notice of the breach. If FISH fails to cure the breach within thirty (30) days after receipt of such notice, City may terminate this Lease by providing written notice, with the termination effective thirty (30) days after delivery of such notice to FISH. City will, in its sole discretion, determine whether there has been a breach of the lease and/or whether the breach has been cured.
- 3.4 Yielding Possession. Upon termination of this Lease, FISH will leave and surrender the property to the City in at least as good order and condition as on the date that this Lease is signed.
- 3.5 Holding Over. If City terminates this Lease, any holding over by FISH after

termination of this Lease without City's express written consent is not a renewal or extension of the Lease and will not give FISH rights in or to the Unused Parcels.

- 3.6 Cumulative Remedies. All of City's rights, powers and remedies under this Lease are cumulative and not alternative and will be in addition to all rights, powers, and remedies given to City at law or in equity. The exercise of any one or more of these rights or remedies will not impair City's right to exercise any other right or remedy including any and all rights and remedies of a landlord under any similar, successor, or related laws.

4 INDEMNITY, HOLD HARMLESS AND WAIVER OF LIABILITY

- 4.1 Indemnification and Hold Harmless. FISH will defend, indemnify, and hold City and City's officials, officers, employees, agents, and assigns (collectively "City Parties") harmless against all claims, liabilities, losses, damages, expenses, and attorneys' fees (together "Losses"), including, without limitation, Losses arising from any death, property damage, or injury of any nature whatsoever that may be suffered or sustained by FISH or any of FISH's licensed gardeners, employees, contractors, family members, guests, or any other person in relationship with FISH or FISH licensed gardeners or persons otherwise participating in or present in the Garden, or any other person or entity (collectively "FISH Parties"), which may arise directly or indirectly from (a) FISH Parties' use or operation of or presence on the Unused Parcels, or (b) any breach by FISH of this Lease, including, without limitation, FISH's failure to enforce garden rules and regulations, except to the extent the Loss is caused by the gross active negligence or willful misconduct of City, or (c) arising from or connected to this Lease. This Section 4.1 will survive any termination of this Lease.
- 4.2 Waiver of Liability. FISH releases and waives all claims against any City Parties with respect to or arising out of (a) any death or any injury of any nature whatsoever that may be suffered or sustained by FISH from any causes whatsoever, except to the extent that such injury or death is caused by the gross active negligence or willful misconduct of City Parties; (b) any loss or damage or injury to any property on or about the Unused Parcels belonging to FISH, except to the extent such injury or damage is to property not covered by insurance carried (or required to be carried) by FISH and is caused by gross active negligence or willful misconduct of City Parties; or (c) the conditions of the property and it is for use as a community garden. Subject to the prior provisions, City shall not be liable for any damage or damages of any nature whatsoever to FISH caused by any damage or inconvenience which may arise through repair, maintenance, or alteration of any part of the property, or by anything done or omitted to be done by FISH Parties or any other person on the property. In addition, City shall not be liable for any Losses for which FISH is required to insure. This Section 4.2 will survive any termination of this Lease.

5 INSURANCE

- 5.1 Insurance. FISH agrees to have and maintain for the duration of the Lease, a Commercial General Liability insurance policy insuring FISH to an amount not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage. FISH shall name the City as an additional insured and provide to the City an endorsement evidencing such coverage. Cancellation of liability coverage during the term of this Agreement will constitute a breach and City shall have the option to terminate this Lease immediately.
- 5.2 Evidence of Insurance. On or before City delivers possession of the property to FISH, FISH will provide City with a copy of the insurance policies required by Section 5.1 and a copy of the endorsement naming City as an additional insured.

6 GENERAL PROVISIONS

- 6.1 Entire Agreement. This Lease is the entire agreement between City and FISH and supersedes all prior or contemporaneous written and oral agreements, negotiations, correspondence, course of dealing and communications between City and FISH relating to the same subject matter.
- 6.2 Modification and Severability. This Lease cannot be changed orally. This Lease may be modified only as stated in a writing signed by both City and FISH which states that it is an amendment to this Lease. If any provision in this Lease is held invalid or unenforceable, the other provisions will remain enforceable, and the invalid and unenforceable provision will be considered modified so that it is valid and enforceable to the maximum extent permitted by law.
- 6.3 Waiver. Any waiver of any term of this Lease must be in writing. Failure, neglect, or delay by a party at any time to enforce the provisions of this Lease will not be considered a waiver of that party's rights under this Lease. Any waiver shall not be considered a waiver of any later breach or of the right to enforce any provision of this Lease.
- 6.4 Third-Party Beneficiaries. This Lease is for the exclusive benefit of City and FISH, and not for the benefit of any third party including, without limitation, any gardener, employee, or volunteer of FISH. All City Parties are an express third party beneficiary of this Lease.
- 6.5 Governing Law; Jurisdiction and Venue. This Lease is governed by Washington state law, FISH consents to the exclusive jurisdiction and venue in Kittitas County, Washington.
- 6.6 Written Notification. Any notice, demand, request, consent, approval or

communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent by first class mail. Any such notice, demand, etc., shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within two business days from the time of mailing if mailed within the State of Washington as provided in this Section.

If to City:
City of Ellensburg
Attn: Director of Parks and Recreation
501 North Anderson Street
Ellensburg, WA 98926

If to FISH Community Food Bank:
FISH Community Food Bank
Attn: Executive Director
804 Elmview Road
Ellensburg, WA 98926

DATED this ____ day of April, 2021.

FISH, LESSEE:

THE CITY OF ELLENSBURG, LESSOR:

By: _____

By: _____

John Akers, City Manager

Printed
Name: _____

Title: _____

ATTEST: _____

Clerk

Approved as to Form:

City Attorney

EXHIBITS

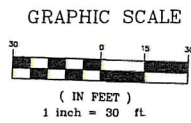
Exhibit A: Map of the Area to be Leased

42/123

10/09/2019 10:42:16 AM V: 42 P: 123 201010000011
 CRUSE & ASSOCIATES
 217 East Fourth Street
 Ellensburg, WA 98926
 P.O. Box 959
 Ellensburg, WA 98926
 (509) 962-8242

Exhibit A

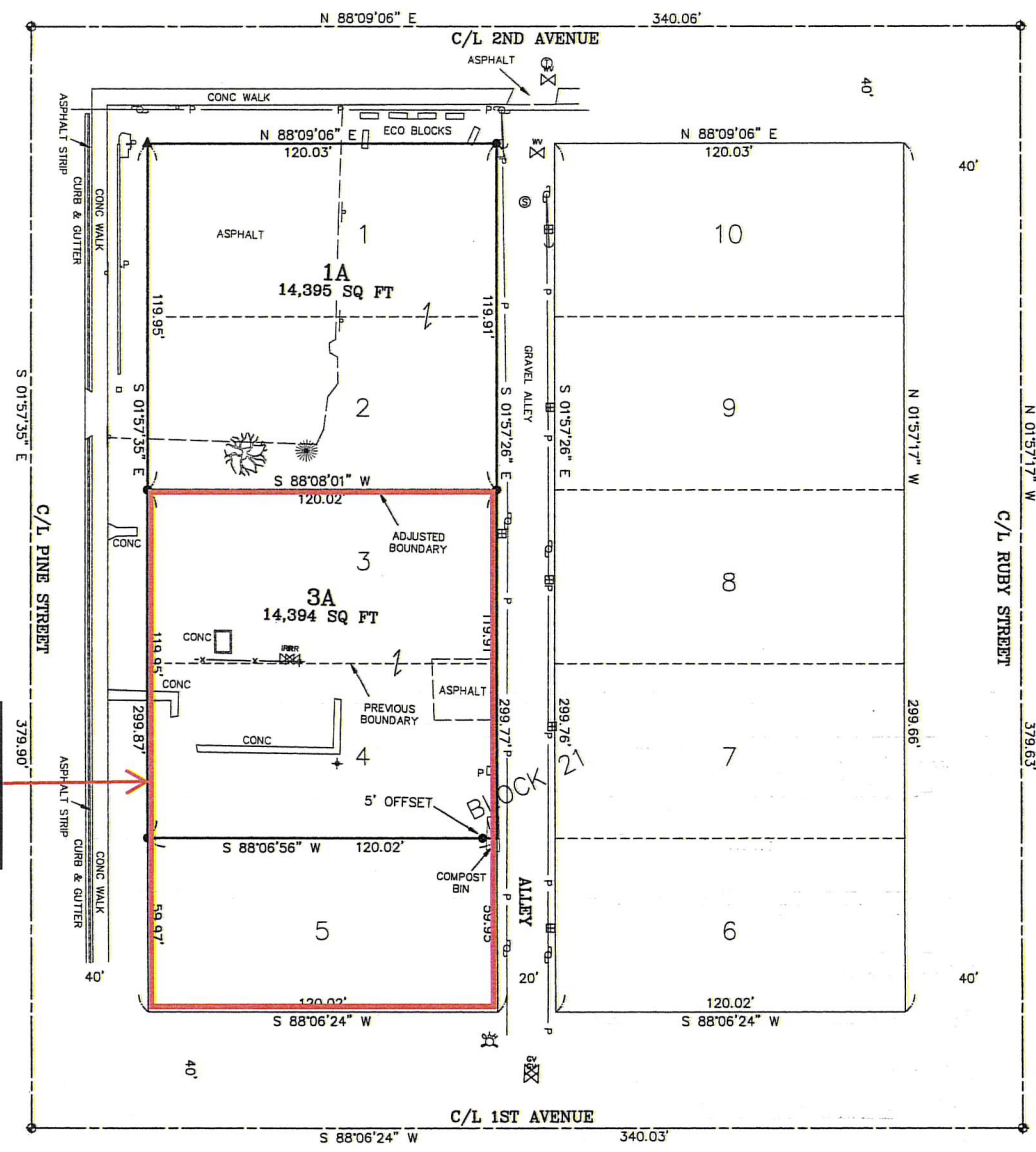
PART OF BLOCK 21, ELLENSBURG
 LOCATED IN THE NORTHEAST QUARTER OF SECTION 2,
 TOWNSHIP 17 NORTH, RANGE 18 EAST, W.M.



LEGEND

- SET 5/8" REBAR W/ CAP - "CRUSE 36815"
- ▲ SET P.K. NAIL & WASHER - "CRUSE 36815"
- FOUND ENCASED MONUMENT
- FENCE
- ⊙ UTILITY POLE
- ⌋ ANCHOR
- OVERHEAD POWER
- POWER VAULT
- POWER CONDUIT
- ⊙ TELEPHONE MANHOLE
- ⊗ WATER VALVE
- ⊗ WATER METER
- WATER LINE
- ⊗ FIRE HYDRANT
- ⊗ IRRIGATION VALVE
- ⊗ SPIGOT
- ⊗ GAS VALVE
- GAS LINE
- ⊗ SEWER MANHOLE
- SS SEWER LINE
- ⌋ SIGN

Lease Area



AUDITOR'S CERTIFICATE 201910090011

Filed for record this 9TH day of OCTOBER,
 2019, at 10:42 A.M., in Book 42 of Surveys at
 page(s) 123 at the request of Cruse & Associates.

JERALD V. PETTIT BY *[Signature]*
 KITTITAS COUNTY AUDITOR

SURVEYOR'S CERTIFICATE

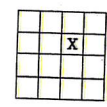
This map correctly represents a survey made by
 me or under my direction in conformance with
 the requirements of the Survey Recording Act
 at the request of CITY OF ELLENSBURG
 in JULY of 2019.

[Signature]
 CHRISTOPHER C. CRUSE
 Professional Land Surveyor
 License No. 36815



DATE 10/09/2019

CRUSE & ASSOCIATES
 PROFESSIONAL LAND SURVEYORS
 217 East Fourth Street P.O. Box 959
 Ellensburg, WA 98926 (509) 962-8242
 CITY OF ELLENSBURG PROP.



11-24
10/09/2019 10:42:16 AM V: 42 P: 124 201910090011
CRUSE, RGD, ASSOC
KITTITAS COUNTY, WASH
Page 2 of 2

PART OF BLOCK 21, ELLENSBURG
LOCATED IN THE NORTHEAST QUARTER OF SECTION 2,
TOWNSHIP 17 NORTH, RANGE 18 EAST, W.M.

NOTES:

1. THIS SURVEY WAS PERFORMED USING A TOPCON GTS SERIES TOTAL STATION AND/OR SURVEY GRADE GPS. ACCURACY COMPLIES WITH THE REQUIREMENTS SPECIFIED IN WAC 332-130-080 AND 090.
2. THIS SURVEY MAY NOT SHOW ALL EASEMENTS OR IMPROVEMENTS WHICH MAY PERTAIN TO THIS PROPERTY.
3. BASIS OF BEARINGS = WA STATE PLANE COORDINATE SYSTEM (SOUTH ZONE).
4. THE PURPOSE OF THIS SURVEY IS TO DELINEATE THE ADJUSTED PARCEL BOUNDARIES AND PROVIDE NEW DESCRIPTIONS FOR CITY OF ELLENSBURG BOUNDARY LINE ADJUSTMENT P19-094.

LEGAL DESCRIPTIONS

ORIGINAL PARCEL DESCRIPTIONS

LOTS 1, 2 AND 3, BLOCK 21, ELLENSBURG, IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON, AS PER PLAT THEREOF RECORDED IN BOOK 1 OF PLATS, PAGE 1, RECORDS OF SAID COUNTY.

AND

LOT 4, BLOCK 21, ELLENSBURG, IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON, AS PER PLAT THEREOF RECORDED IN BOOK 1 OF PLATS, PAGE 1, RECORDS OF SAID COUNTY.

NEW PARCEL DESCRIPTIONS

PARCEL 1A

LOTS 1 AND 2, BLOCK 21, ELLENSBURG, IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON, AS PER PLAT THEREOF RECORDED IN BOOK 1 OF PLATS, PAGE 1, RECORDS OF SAID COUNTY.

PARCEL 3A

LOTS 3 AND 4, BLOCK 21, ELLENSBURG, IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON, AS PER PLAT THEREOF RECORDED IN BOOK 1 OF PLATS, PAGE 1, RECORDS OF SAID COUNTY.



10/09/2019

AUDITOR'S CERTIFICATE 201910090011

Filed for record this 9TH day of OCTOBER,
2019, at 10:42 A.M., in Book 42 of Surveys at
page(s) 124 at the request of Cruse & Associates.

JERALD V. PETTIT BY
KITTITAS COUNTY AUDITOR

CRUSE & ASSOCIAT¹⁷
PROFESSIONAL LAND SURVEYORS
217 East Fourth Street P.O. Box 959
Ellensburg, WA 98926 (509) 962-8242
CITY OF ELLENSBURG PROP.



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: April 5, 2021

Item Title/Agenda Subject: Professional Services Consultant Agreement for the Engineering and Design of the Alder St and 14th Ave/Dean Nicholson Blvd Signalization and Palouse to Cascades Reconnect Trail – 14th Ave to Kittitas Valley Event Center Project

Submitted by: Josh Mattson Public Works & Utilities

Recommended Action or Motion:

1. Authorize the City Manager to execute the 'Cost Plus Fixed Fee' contract with SCJ Alliance in the amount of \$203,978.
2. Authorize the Public Works & Utilities Director to access the \$5,000 Management Reserve portion of the contract if necessary.
3. Authorize an amendment to the 2021 Arterial Street Budget in the amount of 203,978 and the 2021 Traffic Impact Fund Budget in the amount of \$83,728.

Background/Summary:

Staff has performed a consultant selection for the engineering and design of the Alder St and 14th Ave/Dean Nicholson Blvd Signalization and Palouse to Cascades (PTC) Reconnect Trail – 14th Ave to Kittitas Valley Event Center (KVEC) 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 SCJ Alliance for these services.

The City of Ellensburg was successful in securing grant funding for the Alder St and 14th Ave/Dean Nicholson Blvd Signalization and PTC Reconnect Trail – 14th Ave to KVEC project in late 2020 through the Washington State Transportation Improvement Board (TIB). The proposed project will install a new warranted traffic signal at this intersection with pedestrian crossing improvements, video detection, and improved lighting. The PTC Reconnect Trail project will fill in the missing trail link between the current end of the Reconnect Trail at 14th Ave/Dean Nicholson Blvd down

the west side of Alder St to the existing PTC (previously named the John Wayne) trailhead at the KVEC.

The completed project estimate is \$1,610,230, with the grant funding 65% of preliminary engineering and construction. The anticipated project timeline shows design being completed in late 2021 with construction completed in the summer of 2022.

Previous Council Action:

At its December 21, 2020 regular meeting, Council adopted Resolution 2020-38 amending the Six-Year Transportation Improvement Plan (STIP) for 2021-2026 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 Municipal Research and Services Center consultant roster for firms with experience in traffic signal engineering and shared use trail improvement projects. The consultants' Statements of Qualifications from the roster were rated and the top four firms were interviewed. After conducting interviews, SCJ Alliance was selected with the highest rating from the interview scoring criteria.

Staff then negotiated a 'Cost Plus Fixed Fee' contract in the amount of \$203,978 to perform the work. The contract includes a topographic survey, geotechnical and cultural resources investigation and reporting, civil design, landscaping, trail alternatives analysis, stakeholder coordination, associated environmental permitting, traffic signal timing and bidding assistance associated with the project. The contract also includes a 'Management Reserve' of \$5,000.

TIB has authorized funding for preliminary engineering design and right of way acquisition as needed for the project.

Financial Impact:

The preliminary engineering and design is budgeted within the 2022 Arterial Street Fund and the 2022 Traffic Impact Fund budgets and will require a supplemental appropriation to the 2021 budgets with the following breakdown:

- \$120,250 Grant Funds
- \$83,728 Local Match for Preliminary Engineering - Arterial Street and Traffic Impact Fund
- \$203,978 Total 'Maximum Amount Payable'

Attachments:

[Local Agency A&E Professional Services Cost Plus Fixed Fee Consultant Agreement](#)

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF ELLENSBURG
AND
Shea Carr & Jewell, Inc. (dba SCJ Alliance)**

RELATING TO: Alder St – University Way to Dean Nicholson /14th Ave Project

THIS COST PLUS FIXED FEE AGREEMENT is made and entered into this ____ day of _____, 2021 (“Effective Date”), by and between THE CITY OF ELLENSBURG, a non-charter code city of the State of Washington (hereinafter called the “CITY”) and Shea, Carr & Jewell, Inc. (dba SCJ Alliance), an LLC authorized to do business in the state of Washington (hereinafter called the “CONSULTANT”).

1. RECITALS.

1.1. The CITY desires to obtain professional services for work related to the Alder St – University Way to Dean Nicholson / 14th Ave project.

1.2. The CITY has solicited for such professional services as required by law, including RCW Chapter 39.80 if applicable.

1.3. CONSULTANT represents that it is available and able to provide qualified personnel and facilities necessary for the work and services contemplated herein, and can accomplish the work and services within the required time period and in accordance with CITY’s specifications, WSDOT Standard Specifications (as applicable), and professional standards.

1.4. CONSULTANT agrees to perform the work and services specified herein in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the above representations and the terms, conditions, covenants, and agreements set forth below, the parties hereto agree as follows:

2. SCOPE OF WORK.

2.1. The scope of professional services to be performed and the results to be achieved by the CONSULTANT shall be as detailed in the attached Exhibit A and shall include all services and material necessary to accomplish the work (“Services”).

2.2. The CITY may review the CONSULTANT’S work product, and if it is not satisfactory, the CONSULTANT shall make such changes as may be required by the CITY. Such changes shall not constitute “Extra Work” as related in Section 13 of this Agreement.

2.3. The CONSULTANT agrees that all services performed under this Agreement shall be in accordance with the standards of the profession and in compliance with applicable federal, state and local laws.

2.4. The Scope of Work may be amended upon written approval of both parties.

3. TIME OF PERFORMANCE. The CONSULTANT may begin work upon the Effective Date of this Agreement by both parties, or the CITY's issuance of a Notice to Proceed, whichever is applicable, and the duration of the Agreement shall extend through (December 31, 2022). The work shall be completed in accordance with the schedule set forth in the attached Exhibit B.

4. PAYMENT. The CITY shall pay the CONSULTANT as set forth in this section of the Agreement. Such payment shall be full compensation for work performed, services rendered, and all labor, materials, supplies, equipment and incidentals necessary to complete the work.

4.1. Payment shall be on the basis of the CONSULTANT'S standard billing rates multiplied by the actual hours worked, cost for actual labor, overhead and profit plus CONSULTANT'S direct non-salary reimbursable costs for cost plus fixed fee agreements or based on percentage of completed work for lump sum agreements, as set forth in the attached Exhibit C.

4.2. The CONSULTANT shall submit invoices to the CITY on a monthly basis. Invoices shall detail the work, hours, employee name, and hourly rate; shall itemize with receipts and invoices the non-salary direct costs; shall indicate the specific task or activity in the Scope of Work to which the costs are related; and shall indicate the cumulative total for each task.

4.3. The CITY shall review the invoices and make payment for the portion of the project or tasks that have been completed less the amounts previously paid.

4.4. The CONSULTANT invoices are due and payable within 30 days of receipt. In the event of a disputed billing, only the disputed portion will be withheld from payment.

4.5. Final payment for the balance due to the CONSULTANT will be made after the completion of the work and acceptance by the CITY.

4.6. Payment for "Extra Work" performed under Section 13 of this Agreement shall be as agreed to by the parties in writing.

4.7. The CITY may desire to establish a Management Reserve Fund to provide the Agreement Administrator with the flexibility to authorize additional funds to the Agreement for allowable unforeseen costs, or reimbursing the CONSULTANT for

allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this Agreement. Such authorization(s) shall be in writing and shall not exceed the lesser of \$15,000 or 10% of the Maximum Compensation as shown in Section 5 of this Agreement. The amount included for the Management Reserve Fund is \$5,000.00. This fund may not be replenished. Any changes requiring additional costs in excess of the Management Reserve Fund shall be made in accordance with Section 13 – Extra Work.

5. MAXIMUM COMPENSATION.

5.1. The CONSULTANT's total compensation and reimbursement under this Agreement, including labor, direct non-salary reimbursable costs and outside services, shall not exceed the maximum sum of \$203,978. This amount is the maximum amount to be paid under this Agreement and shall not be exceeded without prior written authorization from CITY in the form of a negotiated and executed amendment of this Agreement.

5.2. The budget for each task is as set forth in the attached Exhibit D. Total payment to CONSULTANT shall not exceed the maximum amount per Section 5.1 above.

6. RELATIONSHIP OF PARTIES.

6.1. The relationship created by this Agreement is that of owner-independent contractor. Neither the CONSULTANT nor CONSULTANT's employees are employees of the CITY and are not entitled to the benefits provided by the CITY to its employees. The CONSULTANT, as an independent contractor, has the authority to control and direct the performance of the details of the services to be provided. No employee, agent, representative or subconsultant of CONSULTANT shall be or shall be deemed to be the employee, agent representative or subconsultant of the CITY. The CONSULTANT shall assume full responsibility for all wages, along with any Federal, State, and local taxes or contributions imposed or required, including, but not limited to, unemployment insurance, Social Security, and income tax, payable as a result of work performed under this Agreement.

6.2. Employees of the CONSULTANT, while engaged in the performance of any work or services under this Agreement, shall be considered employees of the CONSULTANT only and not of the CITY, and claims that may arise under the Workman's Compensation Act on behalf of said employees while so engaged, and any and all claims made by a third party as a consequence of any negligent act or omission on the part of the CONSULTANT'S employees while so engaged, on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT. On or before the Effective Date, CONSULTANT shall file, maintain and/or open all necessary records with the Internal Revenue Service and the State of Washington, and as may be required by RCW 51.08.195, to establish CONSULTANT's status as an independent contractor.

7. WORK PRODUCT AND DOCUMENTS.

7.1. The work product and all documents produced under this Agreement shall be furnished by the CONSULTANT to the CITY, and upon completion of the work shall become the property of the CITY, for use without restriction and without representation as to suitability for reuse by any other party unless specifically verified or adapted by the CONSULTANT, except that the CONSULTANT may retain one copy of the work product and documents for its records. The CONSULTANT will be responsible for the accuracy of the work, even though the work has been accepted by the CITY.

7.2. In the event that the CONSULTANT shall default on this Agreement or in the event that this Agreement shall be terminated prior to its completion as herein provided, all work product of the CONSULTANT, along with a summary of work as of the date of default or termination, shall become the property of the CITY. Upon request, the CONSULTANT shall tender the work product and summary to the CITY. Tender of said work product shall be a prerequisite to final payment under this Agreement. The summary of work done shall be prepared at no additional cost to the CITY.

7.3. CONSULTANT will not be held liable for reuse of documents produced under this Agreement or modifications thereof for any purpose other than those authorized under this Agreement without the written authorization of CONSULTANT.

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

9. NONDISCRIMINATION. The CONSULTANT shall conduct its business in a manner, which assures fair, equal and non-discriminatory treatment of all persons, in particular:

9.1. The CONSULTANT shall maintain open hiring and employment practices and will welcome applications for employment in all positions, from qualified individuals who are members of minorities protected by federal equal opportunity/affirmative action requirements; and,

9.2. The CONSULTANT shall comply with all requirements of applicable federal, state or local laws or regulations issued pursuant thereto, relating to the establishment of non-discriminatory requirements in hiring and employment practices and assuring the service of all persons without discrimination as to any person's race,

creed, color, religion, national origin, status as a military veteran, marital status, gender, sexual orientation, disability or other legally protected classification.

10. SUBCONTRACTING.

10.1. The CONSULTANT shall not sublet or assign any of the work covered by this Agreement without the written consent of the CITY.

10.2. In the event any subcontracting is approved, the subcontractor and its employees shall be required to execute the Non-Disclosure Agreement prior to being given access to any confidential information regarding the CITY's computer system.

10.3. In all solicitation either by competitive bidding or negotiation made by the CONSULTANT for work to be performed pursuant to a subcontractor, including procurement of materials and equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of CONSULTANT's obligations under this Agreement, including the nondiscrimination requirements.

10.4. In performing this Agreement, the CONSULTANT shall not subcontract with or employ any CITY employee without the CITY's written consent.

11. SUPERVISION, INSPECTION AND PERFORMANCE.

11.1. Even though CONSULTANT is an independent contractor with the authority to control and direct the performance and details of the Services, the Services must meet the approval of CITY and shall be subject to CITY's general right of inspection and supervision to secure the satisfactory completion of this Agreement.

11.2. CONSULTANT represents that it has or will obtain all personnel necessary to perform the Services and that such personnel shall be qualified, experienced, and licensed as may be necessary or required by applicable laws and regulations to perform the Services. All Services shall be performed by CONSULTANT, its employees, or by subconsultants whose selection has been authorized by CITY; provided that CITY's authorization shall not relieve CONSULTANT or its subconsultants from any duties or obligations under this Agreement, or at law, to perform the Services in a satisfactory and competent manner. CONSULTANT shall ensure that all contractual duties, requirements and obligations that CONSULTANT owes to CITY shall also be owed to CITY by CONSULTANT's subconsultants retained to perform the Services.

11.3. CONSULTANT shall be responsible for the professional quality, technical adequacy, accuracy, timely completion, and coordination of the Services and all plans, designs, drawings, specifications, reports, and other work performed pursuant to this Agreement. CONSULTANT shall perform the Services in accordance with the standard of care of its profession in the same or similar localities at the time services are performed. CONSULTANT shall be responsible for the professional standards, performance, and actions of all persons and firms performing the Services under this

Agreement. CONSULTANT shall, without additional compensation, correct any specific breach of a contractual obligation in the Services and revise any errors or omissions in any plans, designs, drawings, specifications, reports, and other products prepared under this Agreement.

12. CHANGES IN WORK. Other than changes directed by the CITY as set forth in Section 1 above, either party may request changes in the scope of work. Such changes shall not become part of this Agreement unless and until mutually agreed upon and incorporated herein by written amendments to this Agreement executed by both parties.

13. EXTRA WORK. The CITY may desire to have the CONSULTANT perform work or render services in connection with this project, in addition to the Scope of Work set forth in Exhibit A and minor revisions to satisfactorily completed work. Such work shall be considered as "Extra Work" and shall be addressed in a written supplement to this Agreement. The CITY shall not be responsible for paying for such extra work unless and until the written supplement is executed by both parties.

14. TERMINATION.

14.1. The CITY may terminate this Agreement in whole or in part whenever the CITY determines, in its sole discretion that such termination is in the best interests of the CITY, upon not less than ten (10) days' written notice to the CONSULTANT. Written notice will be by certified mail sent to the consultant's designated representative at the address provided by the CONSULTANT. If this Agreement is terminated in its entirety by the CITY for its convenience, the CITY shall pay the CONSULTANT for satisfactory services performed through the date of termination, but no amount shall be allowed for anticipated profit on unperformed Services or other work.

14.2. The CITY may terminate this Agreement, in whole or in part and at any time, in writing if CONSULTANT substantially fails to fulfill any or all of its material obligations through no fault of CITY. If CITY terminates all or part of this Agreement for default, CITY shall determine the amount of Services satisfactorily performed to the date of termination and the amount owing to CONSULTANT using the criteria set forth below; provided that (a) no amount shall be allowed for anticipated profit on unperformed Services or other work, and (b) any payment due to CONSULTANT at the time of termination may be adjusted to the extent of any additional costs CITY incurs or will incur because of CONSULTANT's default. In such event, CITY shall consider the actual costs incurred by CONSULTANT in performing the Services to the date of termination, the amount of Services originally required which was satisfactorily completed to the date of termination, whether the Services or deliverables were in a form or of a type which is usable and suitable to CITY at the date of termination, the cost to CITY of either completing the Services itself or employing another firm to complete the Services in addition to the inconvenience and time which may be required to do so, and other factors which affect the value to CITY of the Services performed to the date of termination. Under no circumstances shall payments made under this provision exceed the Schedule of Charges. This provision shall not preclude CITY from

filing claims and/or commencing litigation to secure compensation for damages incurred beyond that covered by withheld payments.

14.3. In the event this Agreement is terminated prior to the completion of the work, a final payment shall be made to the CONSULTANT, which, when added to any payments previously made, shall compensate the CONSULTANT for the portion of work completed. Whenever the Agreement is terminated in accordance with this Section 14, the CONSULTANT shall be entitled to payment for actual work performed up to the termination date. Upon such termination, whether for convenience or default, an equitable adjustment in the contract price will be made by the CITY for partially completed items of work, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination under this Section 14 shall not constitute a breach of the Agreement by the CITY.

15. INDEMNIFICATION/HOLD HARMLESS.

15.1. CONSULTANT shall defend, indemnify and hold the CITY, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the negligent acts, errors or omissions of the CONSULTANT in performance of this Agreement, except for injuries and damages caused by the sole negligence of the CITY.

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the CONSULTANT and the CITY, its officers, officials, employees, and volunteers, the CONSULTANT's liability, including the duty and cost to defend, hereunder shall be only to the extent of the CONSULTANT's negligence.

15.2. It is further specifically and expressly understood that the indemnification provided herein constitutes the CONSULTANT's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

15.3. The provisions of this section shall survive the expiration or termination of this Agreement. Further, the indemnity obligations shall extend to claims that are not reduced to a suit and to any claims that may be compromised prior to the culmination of any litigation or the institution of any litigation. Inspection, acceptance or payment by CITY of or for any Services performed by CONSULTANT shall not be grounds for avoidance of any Indemnity Obligations.

16. INSURANCE.

16.1. The CONSULTANT shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property

which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, its agents, representatives, employees or subcontractors.

16.2. CONSULTANT'S maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the CONSULTANT to the coverage provided by such insurance, or otherwise limit the CITY'S recourse to any remedy available at law or in equity.

16.3. Minimum Scope of Insurance. CONSULTANT shall obtain insurance of the types described below:

16.3.1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contract liability coverage; and,

16.3.2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, and personal injury and advertising injury. The CITY shall be named or added as an additional insured under the Consultant's Commercial General Liability insurance policy using ISO endorsement form CG 20 26, or coverage at least as broad; and,

16.3.3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington; and

16.3.4. Professional Liability insurance appropriate to the CONSULTANT's profession.

16.4. Minimum Amounts of Insurance. CONSULTANT shall maintain the following insurance limits:

16.4.1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

16.4.2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.

16.4.3. Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

16.5. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

16.5.1. The CONSULTANT's insurance coverage shall be primary

insurance with respect to the CITY. Any insurance, self-insurance, or insurance pool coverage maintained by the CITY shall be excess of the CONSULTANT's insurance and shall not contribute with it.

16.5.2. Any payment of deductible or self-insured retention shall be the sole responsibility of the CONSULTANT.

16.5.3. The CONSULTANT'S insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

16.6. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

16.7. Verification of Coverage. CONSULTANT shall furnish the CITY with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the CONSULTANT before commencement of the work.

16.8. Cancellation. CONSULTANT will provide notice to the CITY of any cancellation of coverage by no later than three (3) days after CONSULTANT is notified by its insurer that coverage will or has been canceled, whichever occurs earliest.

16.9. CITY Full Availability of CONSULTANT Limits. If the CONSULTANT maintains higher insurance limits than the minimum amounts shown above, the CITY shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the CONSULTANT, irrespective of whether such limits maintained by the CONSULTANT are greater than those required by this Agreement or whether any certificate of insurance furnished to the CITY evidences limits of liability lower than those maintained by the CONSULTANT.

17. APPLICABLE LAW/VENUE. This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington, and in the event of dispute the venue of any litigation brought hereunder shall be Kittitas County.

18. NOTICE. All communications regarding this Agreement shall be sent to the parties at the addresses listed below, or at such other address as given pursuant to this Section, and shall be effective on the next business day if sent by registered or certified mail or deposited with an overnight delivery service.

City of Ellensburg
Department of Public Works & Utilities
Attention: Derek Mayo
501 N. Anderson
Ellensburg, WA 98926

SCJ ALLIANCE
8730 TALLON LANE NE, SUITE 200
LACEY, WA 98516

19. ENTIRE AGREEMENT. The written terms and provisions of this Agreement, together with all referenced Exhibits, supersede all prior verbal statements of any officer or other representative of CITY, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and the referenced Exhibits.

20. PRIORITY OF DOCUMENTS. In the event that the language and provisions of this Agreement are contrary to or conflict with any language or provisions set forth in any exhibit to this Agreement, the language and provisions of this Agreement shall control, and the contrary or conflicting language or provisions of the exhibit(s) shall be disregarded and shall be considered void.

21. MODIFICATION. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of CITY and CONSULTANT.

22. ASSIGNMENT. Any assignment of this Agreement by CONSULTANT without the prior written consent of CITY shall be void.

23. WAIVER. A waiver of any breach by either party shall not constitute a waiver of any subsequent breach.

24. THIRD-PARTY BENEFICIARIES. There are no third-party beneficiaries to this Agreement.

25. EXHIBITS AND SIGNATURES. This Agreement, including its exhibits, constitutes the entire Agreement, supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties. The following exhibits are hereby made a part of this Agreement:

Exhibit A – Scope of Work

Exhibit B – Schedule for the Work

Exhibit C – Consultant Labor Costs and Non-salary Reimbursable Costs

Exhibit D – Budget for Each Task

Exhibit E – Non-Disclosure Agreement

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

CONSULTANT:

By:_____

Printed Name: Dan Ireland

Title: Principal

Tax ID#:_____

THE CITY OF ELLENSBURG:

By:_____

Printed Name: John Akers

Title: City Manager

ATTEST:_____
Clerk

Approved as to Form:

City Attorney

Exhibit A
Scope of Work
Alder Street University Way to Dean Nicholson/14th Ave Project
Ellensburg, WA

Prepared For: Josh Mattson, PE

Prepared By: Dan Ireland, PE

Date Prepared: March 24, 2021

Overview

The objective of this scope of work is to develop a shared use path construction document and permit a new urban trail that connects the John Wayne Trail to 14th Avenue / Dean Nicholson Drive along Alder Street. In addition to the trail connection, a traffic signal modification to improve turning movements will occur at Alder Street / University Way and a new traffic signal will be installed at Alder Street and Dean Nicholson Drive. This project will require coordination with regulatory agencies for project permitting as it closely or may directly impact Wilson Creek. In addition to public outreach, key stakeholder outreach with Central Washington University, the Irrigation District, and local businesses will be required to maintain good project relationships.

This scope of work is estimating that the project will require two bridge structures and associated permitting. A bid ready package shall be ready for the 2022 construction season between June-August.

To complete this design project, the work will consist of the following Phases:

- ◆ Phase 1 – Project Management
- ◆ Phase 2 – Project Meetings
- ◆ Phase 3 – Topographic Survey (Cruise & Assoc.)
- ◆ Phase 4 – Cultural Resources (Plateau)
- ◆ Phase 5 – Geotechnical Study (Aspect)
- ◆ Phase 6 – Trail Alternative Analysis
- ◆ Phase 7 – Permitting
- ◆ Phase 8 – Preliminary Design (60%)
- ◆ Phase 9 – Construction Documents (90% & Final)
- ◆ Phase 10 – Bid Advertisement and Support



Phase 1 - Project Management

This phase includes tasks to plan, manage, and administer the work; attend project meetings; and provide quality assurance/quality control.

1.1 Management

Manage the project by directing and supervising staff and reviewing work for the duration of the project. This management is for the overall work rather than specific tasks.

1.2 Schedule and Budget

Develop a critical path project schedule to match the scope of work. Identify task durations, predecessors, City reviews, TIB reviews, deliverables, and milestones. Review and update the schedule on a monthly basis. Monitor earned value and actual costs on a bi-weekly basis. Provide monthly billing statements to the City including overall budget and schedule confirmation and review for each progress billing period.

1.3 Bi-Weekly Progress Reports:

Review and verify weekly project charges. Prepare and submit a weekly progress report. Weekly progress reports will show: (1) work performed last week, (2) work planned this week, (3) schedule and budget status (including a 3-line earned value chart), (4) a summary of scope changes/added value, and (5) items needed from the City and/or others.

1.4 Progress Billings:

Prepare a monthly progress bill with weekly progress reports attached. Bills will show staff hours for each phase (i.e., Phase 1: Project Management).

1.5 Subconsultant Administration:

Execute and administer sub agreements. Review and approve monthly invoices.

1.6 Subconsultant Coordination/Support:

- 1) SCJ will coordinate location and efforts to be provided by Aspect along with review of reports provided by Aspect.
- 2) Cultural Resources: SCJ will provide information needed by Plateau to define the APE and Cultural Review.
- 3) Topographic Survey: Cruise & Associates will be providing topographic survey data.

1.7 Quality Assurance/Quality Control

Quality Control: Provide senior level review of task deliverables before submittal to the City.

Quality Assurance: Audit quality check activities and documentation on a periodic basis.

Phase 1 Understanding

- ◆ Project management will be provided over a 12-month time frame; the estimated number of meetings and project coordination is reflected in the budget.
- ◆ Progress billings will be submitted monthly to the City.

- ◆ Timelines and milestones will be outlined in a master schedule using Microsoft Project and will be updated for each progress billing.

Phase 1 Deliverables

- ◆ Weekly Progress Report submitted via email in PDF format
- ◆ Progress billings submitted monthly submitted via email in PDF format
- ◆ MS Project schedule updates submitted via email in PDF format
- ◆ Minutes for Management Meetings submitted via e-mail in PDF format

Phase 2 Project Meetings

2.1 General Coordination Calls

Conduct weekly 15-minute conference calls between the City and the SCJ Project Manager to review the weekly progress and general coordination.

2.2 Kickoff Meeting

We will begin with an initial virtual online meeting (per COVID and public health recommendations) with the City and CWU representatives to discuss the initial project schedule, expectations, and constraints, and discuss early concept approaches. The goal of this meeting is to listen for common goals, restrictions, and project boundaries that may influence early alternative analysis.

2.3 Irrigation District Meeting

SCJ estimates two (2) virtual meetings with the irrigation district to discuss concepts and design parameters for the trail going over the canal or over the existing structure.

2.4 Central Washington University

2.4.1 Enterprise Facilities Committee

We estimate that one monthly progress meeting with the EFC will be required following the kickoff meeting. The meeting will be a design milestone review. The meeting will be virtual unless COVID protocol changes.

2.4.2 Facilities Management Division

This single meeting will be a presentation following the completion of the alternative analysis with the CWU EFC. The intent is to inform the board of both the progress to date and moving forward with the design schedule.

2.5 City Environmental Commission & Bicycle Subcommittee

This meeting will occur after initial CWU representative endorsement on the outcome of the Alternative Analysis. This meeting may be virtual or in person to discuss the project with the EC and its Bicycle subcommittee. The City would prefer that this meeting occurs after the Alternative Analysis phase is completed.

2.6 Stakeholder Meeting

SCJ estimates four (4) onsite meetings to discuss to local businesses in person located along Alder Street. Two of these meetings will occur early in the design phase and then again after 60% design level. This meeting will focus on getting early one-on-one communication with the individuals who will be impacted instead of in an open public forum.

2.7 Public Online Open House

Near the 60% design level, SCJ will setup and prepare for an online public open house using Zoom Webinar software to facilitate the Open House. SCJ will prepare advertisement content (flyer for online distribution and flyer for utility mailer) that will be provided to the City for distribution. The City public communication staff will provide the advertisement and notification efforts to the community and stakeholders. SCJ will provide meeting content and three people (facilitator and two project representatives) to host the meeting.

2.8 City Council Presentation

Attend one City Council study session to present project status, deliverables, and findings near the 60% design phase to inform council. SCJ will prepare up to four graphic boards for presentation. We will focus on describing the process to date to achieve the preferred trail alignment and the process and schedule left to complete.

Phase 2 Understanding

- ◆ We estimate 12 meetings will occur with this phase.
- ◆ Up to two SCJ staff will attend the City Council work session.

Phase 2 Deliverables

- ◆ Meeting exhibits
- ◆ Meeting minutes

Phase 3 - Survey (Cruise & Associates)

3.1 Right of Way / Boundary Survey

Cruise & Associates will perform a right of way survey of Alder street from 50' south of the Palouse to Cascade Trail to a point 200' north of 14th Ave including intersections of University Way, 11th Ave, and 14th Ave to determine where improvements can be placed in relation to the existing rights of ways. This right of way survey will also provide the basis for easement descriptions to cover improvements outside of the right of way.

Complete topographic survey for design of the area outlined in red on the attached exhibit showing where the existing improvements are in relation to the existing rights of ways.

All survey work to be completed in WA state plane coordinates converted to provide ground distances and NAVD 88 elevations. All mapping will be delivered in CAD files to provide base maps for engineering services by others.

Phase 3 Understanding

- ◆ A private utility company will be used to mark existing utilities.
- ◆ Title reports will be provided by the City or CWU if necessary.
- ◆ Easements are only expected on the CWU property.
City will facilitate all negotiations with CWU for limits and easements.

Phase 3 Deliverables

- ◆ Survey map in AutoCAD and PDF format submitted to SCJ
- ◆ Right of Way exhibit

Phase 4 – Cultural Resources

4.1 SCJ Cultural Coordination

SCJ will develop an Area of Potential Effect (APE) exhibit and submit the initial Exec. 05-05 to DAHP. We estimate that there is a likelihood that the response from DAHP will be a required Cultural Resource Survey conducted with an Inadvertent Discovery Plan. This task also includes coordination efforts with Plateau.

4.2 Plateau Cultural Services

See separate scope of work for Plateau Cultural Services if needed and required by DAHP.

Phase 4 Deliverables

- ◆ Area of Potential Exhibit
- ◆ Cultural Resources Survey

Phase 5 - Geotechnical Study (Aspect)

5.1 Geotechnical Field Explorations and Report

See separate scope of work for Geotechnical services by Aspect Consulting.

Phase 5 Understanding

- ◆ Subsurface conditions in the project area are likely glacial till.
- ◆ Potential Bridge field explorations will be done concurrently with the traffic signal foundation exploration to eliminate a second mobilization.
- ◆ The City will provide permit(s) for digging test pits (including traffic control) at no cost.

Phase 5 Deliverables

- ◆ Draft and final geotechnical technical memorandum submitted via email in PDF format

Phase 6 –Trail Alternative Analysis

6.1 Trail Alternative Analysis

Following the kickoff meeting, we will develop alternative options in a concept format similar to what SCJ provided during the interview. We will develop additional exhibits if new or refined concepts are identified based upon feedback received during the kickoff meeting. We will use these exhibits to develop concept estimates and provide this to the City and CWU for a preferred route alternative.

6.2 Site Visit

SCJ will conduct their existing site visit to inventory the existing site and to verify information including the existing signal conduit, conductors, and existing ramp grades.

Phase 6 Understanding

- ◆ All alternatives will be drawn in concept format.

Phase 6 Deliverables

- ◆ Draft and final geotechnical technical memorandum submitted via email in PDF format

Phase 7 Permitting

7.1 SEPA

- 1) SEPA/Permitting: Review the project setting and the proposed improvements to recommend the appropriate level of SEPA documentation and the environmental permits required.
- 2) Develop the SEPA checklist and submit to the City for circulation and public notification of determination. We estimate the determination to be an MDNS if a bridge structure is required.

7.2 WDFW

This permitting effort is for a pedestrian bridge crossing over Wilson Creek. SCJ will develop the following:

7.2.1 Consultation

We will engage WDFW for early consultation in the field prior to application to gain a better understanding of their expectations for design considerations.

7.2.2 JARPA Application

One JARPA application completed per agency requirements. HPA will be completed online as a formal submittal to begin the HPA process.

7.2.3 JARPA Exhibits

- i) Prior to topographic survey, a representative from CWU or SCJ will mark the ordinary high-water level for mapping.
- ii) SCJ staff will develop an estimated five (5) JARPA exhibits formatted per the USACE requirements.

7.2.4 Habitat Mitigation & Management Plan

SCJ estimates this effort, based upon impacts to the upper banks of Wilson Creek, will only require plantings along the shorelines and restoration of disturbed areas. The project restoration work will suffice for the necessary mitigation as required by local, state, and federal agencies. The Critical Area Report will contain the Habitat Mitigation Plan and Management Plan as a separate chapter.

7.3 USACE NWP Permit

As the Corps does not regulate Wilson Creek as a navigable waterway, Section 10 permit is not required. However, the project must comply with Section 404 and it is anticipated the project will need a Nationwide permit for restoration.

Due to new regulations and process as of September 2020, prior to USACE processing the NWP application, EPA has an application and review period of up to 90-days. SCJ will submit an EPA application for their review and continue follow-up correspondence to keep the permitting process on track. No in-person meetings are required.

New NWP's will be released on March 15, and will then be reviewed to determine which NWP is applicable to this project. JARPA drawings developed under 7.3 will also be used for this application.

7.4 Department of Ecology

7.4.1 NPDES/SWPPP

Due to the area of disturbance, SCJ will need to develop the SWPPP per Department of Ecology requirements and submit to DOE as well as the City to advertise in the local paper. This shall occur two months prior to bid advertisement to allow the Notice of Intent to be completed prior to bid advertisement.

7.5 City Permitting

7.5.1 Critical Area Review Application

Develop the City CAR application for submittal and review.

7.5.2 Critical Area Report

SCJ will develop a Critical Area Report per City's Form PB-28 for the City's approval as part of their permitting process. We will use the JARPA exhibits as a baseline for the report exhibits. This report will also act as the Habitat Mitigation Plan.

Phase 7 Understanding

- ◆ Wilson Creek is not a recognized shoreline and will not require a shoreline substantial development permit.
- ◆ If a bridge is not required to cross Wilson Creek, an HPA will not be required.
- ◆ Critical Areas Report is only for Wilson Creek.
- ◆ NWP permit will be required by the USACE.
- ◆ Offsite mitigation is not required.

- ◆ Existing CMP culvert that crosses Alder Street will not be modified.
- ◆ City will pay for permitting fees directly.
- ◆ No stream dredging or re-alignment is estimated.
- ◆ High water flow modeling will be required for bridge span approval.

Phase 7 Deliverables

- ◆ SEPA Checklist
- ◆ HPA application submittal
- ◆ JARPA application submittal
- ◆ JARPA Exhibits
- ◆ USACE NWP application
- ◆ Critical Area Report

Phase 8 - Preliminary Design

This phase will begin after the identification of the preferred trail route in Phase 6 and obtaining the topographic survey in Phase 3. In this phase, we will begin developing the preferred alignment and profile in an AutoCAD layout and develop it to a 60% design milestone for City and CWU review.

8.1 Basemap and sheet set setup

We will format the topographic survey into SCJ line type standards and prepare it for basemap setup. This will also include setting up initial sheet layout. We will develop the horizontal alignment, vertical profile, and initial corridor model to identify impacts.

8.2 Channelization

Layout striping for Alder Street that will include adding left-turn lanes at the Alder and Dean Nicholson intersection for the new signal. This layout will include lane striping, intersection markings, and traffic symbols. Channelization will be a stand-alone submittal to the City for concurrence.

8.3 Bridge Crossings (2)

We are estimating that a bridge will be required for the trail crossing at the Irrigation Canal and at Wilson Creek. The City/CWU will provide the type and look of the pedestrian bridge they would like to use for the project. SCJ will develop a full alignment and profile of the preferred trail alignment over these crossings to provide to the premanufactured bridge vendors span lengths, widths, and abutment heights. This information will be critical for agency permitting and irrigation canal coordination.

Irrigation Canal: We estimate that the irrigation district will provide the minimum elevation the bridge for clearance over the canal. Canal modeling or impacts to the canal are anticipated with this project.

Wilson Creek: We estimate that the pedestrian bridge span will be less than 30-feet in length over the ordinary high-water mark.

8.4 Preliminary Illumination

SCJ will design the pedestrian lighting plan for the length of the trail. Roadway lighting currently exists and is not a part of this estimate outside of the traffic signal intersections.

- ◆ Review City or CWU selected pedestrian light style consistent with CWU theme.
- ◆ Develop a lighting layout using WSDOT shared use path lighting requirements.
- ◆ Coordinate with City staff on service connections. We anticipate it will be fed from the new traffic signal service.
- ◆ We will model illumination at the existing intersection during the pedestrian lighting review.

8.5 Preliminary Traffic Signal Plan

- ◆ Prepare a Preliminary Signal Plan per WSDOT Highway Design Manual Chapter 850.10 for:
 - ◆ University Way and Alder Street Intersection
 - ◆ Alder Street and Dean Nicholson Avenue
- ◆ Identify appropriate locations for the signal controller and service disconnect system.
- ◆ Prepare a preliminary signal plan for City review (channelization, pole layout, and phasing).
- ◆ Meet with City once to review the preliminary signal plans.
- ◆ Evaluate and recommend the appropriate type of vehicle detection for the signal operations.
- ◆ Locate signal poles and stop-bar locations based on truck turning templates.
- ◆ Prepare a preliminary traffic interconnect plan between the existing and new traffic signal.

8.6 Preliminary Design and Plans

SCJ will prepare the following design effort and plan sheets (1" = 20' scale). The number of plan sheets per plan type is shown in parentheses.

- 1) Cover – no scale (1)
- 2) Typical Sections – no scale (2)
- 3) Plan and Profile (8)
- 4) Curb Ramp grading (23 curb ramps)
- 5) Pedestrian Bridge Layout (2)
- 6) Drainage (10)
- 7) Channelization (8)
- 8) Illumination (8)
- 9) Traffic Signal (6)

8.7 Preliminary Landscaping

SCJ will identify replacement trees for the Alder Street corridor and a planting palette to be consistent with climate and CWU campus. We estimate that there will not be permanent irrigation to these planting areas, and they will need to be hand watered for the first year for establishment.

8.8 Preliminary Cost Estimate

- ◆ Develop quantities based on the preliminary plans from Phase 8.

- ◆ Assign unit costs for quantified items and assign lump sum costs to other items based on professional judgment.
- ◆ Develop a planning level construction estimate that includes a 30% contingency.

8.9 Technical Memorandum

- 1) Draft Basis for Design Report: Prepare an executive summary to describe work completed and decisions made in Phase 8. Submit to the City for review.
- 2) Final Basis for Design Report: Revise the report once per City comments.

Phase 8 Understanding

- ◆ There is no federal nexus for the project.
- ◆ Roadway design for Alder Street is based on the Public Works Design Standards.
- ◆ Due to the reduction of impervious or no new roadway impervious, stormwater treatment will not be required. Stormwater runoff will be collected in the existing conveyance that exists today.
- ◆ Lighting design is based on WSDOT Highway Design Manual Chapter 840 and City lighting standards for the downtown area. Use City pole, luminaire, and fixture types for vehicle and pedestrian level lighting.
- ◆ City or CWU to provide pedestrian scale lighting type.
- ◆ Traffic signal design is based on WSDOT Highway Design Manual Chapter 850.
- ◆ Traffic data will be provided by the City to SCJ for traffic signal timing and queue length calculations.
- ◆ The City has already justified the traffic signal through previous efforts, therefore a traffic signal warrant document or traffic analysis is not warranted.
- ◆ The design vehicle for the intersections is WB-50 at the Alder Street / Dean Nicholson Intersection.
- ◆ The design vehicle for the intersection is WB-50 at Alder Street / University Way with a pickup with horse trailer for the southern leg.
- ◆ Roadway design will not require deviation justification memorandums during the geometric approval process.
- ◆ New conveyance systems will tie into existing conveyance systems at the project limits.
- ◆ Bridges over the creek or canal will consist of a pre-manufactured bridge system that will be structurally stamped by the approved vendor.
- ◆ City will provide any potholing required for potential utility conflicts needing investigation during design.
- ◆ There are no water/sewer/dry utility designs required.

Phase 9 – Construction Documents

This phase will begin after the 60% review and comments received by the City and stakeholders. This task will advance the construction plan set to include additional sheet sections and details that will make it a complete bid ready package.

9.1 90% Construction Plan Development

We will develop the following roadway/trail construction plan set consisting of the following sheets:

- ◆ Vicinity Map
- ◆ Summary of Quantities

- ◆ Removal Plan / TESC Plan
- ◆ Trail Alignment and Profile Plan
- ◆ Trail/Bridge/Roadway Section
- ◆ Paving / Hardscape Plan
- ◆ Pedestrian Bridge Plans
- ◆ Pavement Marking/Signing Plan
- ◆ Pavement Marking Details/Sign Specs Table
- ◆ Class A Construction Signing Plan
- ◆ Traffic Control Plans

9.1.1 Traffic Signal Design

The following will be developed for both traffic signal systems:

- ◆ Traffic Signal Plans
- ◆ Wiring Schedule and Construction Notes
- ◆ Wiring Termination Sheet
- ◆ Controller Input File and Display Panel Sheet
- ◆ Signal Standard Detail and foundation chart

9.1.2 Illumination

The following will be finalized for the pedestrian lighting along the trail:

- ◆ Illumination Plan
- ◆ Illumination Details and Foundation details

9.1.3 Pedestrian Bridge

SCJ will develop final bridge abutment details to the pre-manufactured bridges.

9.1.4 Landscaping Plan

SCJ will provide landscaping plan and details with a goal to restore side slopes and disturbances near the creek area. It is not estimated that the entire trail will be full landscaped, but will have shade trees along the path.

9.2 Cost Estimate

90% Engineer's Estimate: Develop quantities based on the 90% plans. Assign unit costs for quantified item and assign lump sum costs to other items based on professional judgment. Develop a 90% construction cost estimate that includes a 10% contingency.

9.3 Special Provisions

General and Special Provisions will be developed per the WSDOT and APWA format. We will identify non-standard items. We will develop a draft construction requirement, materials, measurement, and payment narratives for non-standard items identified in the contract plans.

9.4 Plan Submittal Review

SCJ will develop a plan review set for the City, TIB, and CWU to review and provide final comments.

9.5 Final Construction Plan Development

Final Plan Revisions: Immediately following the receipt of TIB/CWU/City comments, we will finalize the construction bid package. The bid package will include all details and specifications required to meet WSDOT standards and specifications.

Engineers Estimate: The project estimate will be updated and transferred to the bid proposal sheet for the bid package.

Final Bid Package: This is the last effort in assembling all the contract documents together, including formatting, table of contents, and merging into a single PDF document for the City.

The completion of this phase will be the start of the public bid advertisement of the project.

Phase 10 – Bid Advertisement and Support

This phase will begin at the time of bid advertisement for the project. This effort is based upon the City of Ellensburg facilitating traditionally posting and facilitating the bidding process by advertising the project (posting, setting up online bidding, and bid document uploading). This estimate reflects a support role.

10.1 Bidding Assistance

- 1) Prepare written responses to contractor questions (RFI's) and submit to the City for delivery to contractors.
- 2) Review contractor bid proposals and prepare a written recommendation of award.
- 3) Provide additional support as requested.

Phase 10 Understanding

- SCJ will spend up to 8 hours providing additional bidding assistance support to the City.
- The Contract Manual will require the contractor to maintain current and accurate redlines of the changes during construction. The contractor will provide SCJ with a hard copy of the redlines following construction.

Phase 10 Deliverables

- Bid Tabulation backcheck
- Recommendation of Award
- RFI responses submitted to the City via email
- 2D CAD of survey and final design.

Project Phase	Est. Fee	Fee Type
PHASE 1	\$8,425	T&M
PHASE 2	\$17,575	T&M
PHASE 3	\$30,190	T&M
PHASE 4	\$8,722	T&M
PHASE 5	\$26,021	T&M
PHASE 6	\$7,875	T&M
PHASE 7	\$26,010	T&M
PHASE 8	\$39,125	T&M
PHASE 9	\$36,315	T&M
PHASE 10	\$2,420	T&M
PHASE 99	\$1,300	T&M
Total Estimated Fee	\$203,978	T&M



February 24, 2021

Mr. Dan Ireland, PE
SCJ Alliance
25 N Wenatchee Ave., Suite 238
Wenatchee, WA 98801

Dear Dan,

Thank you for requesting a proposal from Plateau Archaeological Investigations, LLC for cultural resource survey of the proposed Ellensburg's Alder Street TIB Project in Kittitas County. Attached is a confidential project price proposal that allows for 100% survey coverage and subsurface probing that targets open locations along the project area. We also anticipate that we will need to inventory three or four structures along the project to the Department of Archaeology and Historic Preservation's (DAHP) Historic Property Inventory (HPI) database.

Once this agreement is executed, we will start the background review and will prepare for fieldwork. We need the ground to be clear of snow and the weather to be above freezing for an effective field investigation, so we will watch the weather for acceptable conditions.

If there will be any geotechnical work or utility potholing on this project, we would appreciate the opportunity to coordinate our schedule with that work.

Feel free to contact me if you have any additional questions.

Sincerely,

A handwritten signature in black ink, appearing to read "David Harder". The signature is fluid and cursive.

David Harder

Enclosure: Project Price Proposal

 Ellensburg's Alder Street TIB Project Cultural Resource Survey Price Proposal

The City of Ellensburg will be adding a signal and extending a recreational trail along a minor arterial to facilitate safety and efficiency. The project will be funded through the Washington State Transportation Improvement Board's (TIB) Urban Arterial Program (UAP), and will include the addition of sidewalk, bicycle lanes, and access to a transit center. The project area covers approximately 1.4 acres and lies in Section 36 of Township 18 North, Range 18 East, Willamette Meridian. Please review the attached map to verify the project location.

The TIB is helping fund this transportation project through a UAP grant. The TIB is an independent state agency that distributes and manages street construction and maintenance grants with revenue generated by the statewide gas tax. Since this project is funded by state funds, the project proponent must meet the requirements of Executive Order 05-05 and consider the potential impacts to historic properties prior to project execution.

This cultural resource investigation will include a review of the Washington Information System for Architectural and Archaeological Records Data (WISAARD) database maintained by the Department of Archaeology and Historic Preservation (DAHP) in Olympia, a background literature review, informal contact with the interested tribe(s), a pedestrian ground survey, and the preparation of a report. The fieldwork will be completed in a manner consistent with RCW 27.53.030, and will include inspection techniques to identify both surface and subsurface archaeological resources. The proper field methods will be completed, at the archaeologists discretion, depending upon information obtained during the background review and fieldwork. An unmanned aerial vehicle may be deployed for project mapping. Subsurface inspections could involve shovel excavations, or mechanical auger excavations, and screening of the fill to identify the nature and extent of any potential archaeological resources.

- 1 This agreement is for a cultural resource investigation of the areas to be impacted during the proposed Ellensburg's Alder Street TIB Project, Kittitas County, Washington. The purpose of the investigation is to identify any cultural resources which may be adversely affected by the project.
 - 1.1 The area of potential effect to be investigated is the physical location of the proposed disturbances required by the project.
- 2 Plateau Archaeological Investigations, LLC (Plateau) will conduct the cultural resource survey.
- 3 This project will consist of a background search, field investigation of the project area to identify any cultural resources, research of public documents to help identify potential traditional cultural properties, and preparation of a report.
 - 3.1 This proposal does not include interviewing tribal elders to help identify possible Traditional Cultural Properties.

Ellensburg's Alder Street TIB Project Cultural Resource Survey Price Proposal

- 4 If cultural resources are located during this project, further work, investigation, or analysis may be required to evaluate whether the resource(s) is/are eligible for inclusion on the National Register of Historic Places; this survey could result in a recommendation for professional archaeological monitoring during excavation activities at project execution or other additional work; any such additional work, investigation, evaluation, or analysis is not included in this price proposal.
 - 4.1 This proposal includes the inventory of three or four buildings and possibly the bridge in the area of potential effects (APE) to the DAHP's Historic Property Inventory (HPI) database. This proposal does not include the formal National Register of Historic Places (NRHP) evaluation of any such structures in or near the APE whose evaluation may be requested by interested or other parties.
- 5 An email describing the findings of the field investigation will be sent to Mr. Dan Ireland, PE of SCJ Alliance within five working days of completion of the field work. The correspondence will include preliminary recommendations regarding project monitoring or any other suggestions for additional work.
 - 5.1 An electronic draft copy of the report in Portable Document Format (PDF) will be provided to SCJ Alliance within twenty working days of completion of the field work.
 - 5.2 Any review and comment upon the draft report will be provided to Plateau within thirty days of receiving the draft report.
 - 5.3 Plateau will upload the final report to the DAHP's WISAARD portal, and provide contact information to request a review of the documentation. Since the submittal process varies by funding and permitting agency, Plateau will assist with submissions and verify that the reports are submitted with all appropriate cover sheets and/or exhibits.
- 6 SCJ Alliance agrees to provide any of the following that are available or possible:
 - 6.1 All available correspondence related to cultural resources from or to the funding or permitting agency, DAHP, or any other interested parties.
 - 6.2 The most current set of project plans, preferably in an electronic format.
 - 6.3 Geographic Information System (GIS) data for the project.
 - 6.4 Inclusion of Plateau's logo on the construction sign for the project.

Ellensburg's Alder Street TIB Project Cultural Resource Survey Price Proposal



Aerial map showing the Alder Street TIB Project.

EXHIBIT A-3 SCOPE OF WORK

Project: City of Ellensburg - Alder St & Dean Nicholson Boulevard Intersection & PTC Bridges

Task 1 – Geotechnical Engineering for Signal Pole Foundation (Base Scope)

Task 1.1 – Test Pit Exploration

Aspect Consulting, LLC (Aspect) will observe one test pit exploration completed by the City of Ellensburg (City) at/near the intersection of N Alder Street and Dean Nicholson Drive and location of proposed new signal pole foundation.

Subtasks include:

- Coordinate and discuss test pit location and exploration objectives with SCJ Alliance and the City.
- Observe and document subsurface conditions encountered in the test pit and collect representative soil samples and complete hand probing to correlate soil density during excavation.
- Produce test pit exploration log.
- Produce site exploration plan showing location of the test pit.
- Assign and evaluate results of limited geotechnical laboratory testing consisting of grain size analysis.

Assumptions:

- The City will coordinate and complete excavation of the test pit to a depth of about 10 to 15 feet deep to satisfy exploration objectives.
- Aspect's time on Site observing the test pit will be less than 2 hours.
- Utility locating, damage/repair of any utilities, and site restoration is the responsibility of the City.
- Right of entry, access, and permits for test pit will be coordinated/arranged with the City or other stakeholders at no labor/cost to Aspect.
- Characterization/testing and disposal if soil suspected of being contaminated (by smell or visual observation) of contaminated materials is not included in this scope.
- We assume the test pit will adequately explore and characterize the Site, and that subsurface conditions are suitable for signal pole shallow foundations designed following WSDOT Standard Plans. Should the test pit reveal conditions unfavorable to shallow foundation support, such as compressible/settlement-prone silt, clay and peat deposits, it may be necessary to remobilize to the Site to complete a soil boring and additional laboratory testing at additional time and cost to the Project.

Deliverables: Teleconference or brief email summary of test pit result to SCJ Alliance. Finalized results will be included in the Geotechnical Engineering Report (Task 1.2).

Task 1.2 – Analysis and Reporting

Aspect will complete geotechnical engineering analysis and provide recommendations in a Geotechnical Engineering Report to support signal pole foundation design.

Subtasks include:

- Describe/summarize subsurface conditions observed in the test pit in Draft Geotechnical Engineering Report.
- Complete analysis to determine allowable vertical and lateral bearing pressures for signal pole foundation design.
- Present results of analysis and recommendations in Draft Geotechnical Engineering Report.
- Revise Draft Geotechnical Engineering Report to address design team comments to produce a Final Geotechnical Engineering Report.
- Provide up to 6 hours project management, correspondence, and plans/specs input/review throughout Task 1.

Assumptions:

- Geotechnical analysis and recommendations for vertical and lateral allowable bearing pressures will be provided for signal pole foundation design by SCJ Alliance following WSDOT Standard Plans.
- There will be one round of draft report comments and revisions to produce the final report.

Deliverables: Draft and Final Geotechnical Engineering Reports.

Task 2 – Geotechnical Engineering for Pedestrian Bridge Foundations (Contingency Task)

Task 2.1 – Test Pit Explorations

Aspect will observe up to four test pit explorations at/near the locations of two proposed new pre-fabricated single-span pedestrian bridges crossing over an irrigation canal and Wilson Creek to the north of the intersection of N Alder Street and E 11th Avenue (bridge Sites) as part of the Palouse to Cascade (PTC) trail.

Subtasks include:

- Coordinate and discuss proposed bridge and test pit locations, and exploration objectives with SCJ Alliance and the City.
- Observe and document subsurface conditions encountered in the test pits and collect representative soil samples and complete hand probing to correlate soil density during excavation.
- Produce test pit exploration logs.
- Produce site exploration plan showing location of the test pits.
- Assign and evaluate results of limited geotechnical laboratory testing consisting of grain size analysis.

Assumptions:

- Same as Task 1.1 plus additional assumptions below.
- Observation of test pits will be completed during same Aspect field mobilization as Task 1.1. Aspect's time on Site observing the test pits at the proposed new bridge locations will be less than 6 hours. The actual number of test pits completed, and total depth explored, will depend on drilling conditions, site access, and other factors.
- We assume the test pits will adequately explore and characterize the bridge sites, and that subsurface conditions are suitable for grade-supported bridge abutments/footings. Should the test pits reveal conditions unfavorable to shallow foundation support, such as compressible/settlement-prone silt, clay and peat deposits, it may be necessary to remobilize to the Site to complete soil borings and additional laboratory testing at additional time and cost to the Project.

Task 2.2 – Analysis and Reporting

Aspect will complete geotechnical engineering analysis and provide recommendations in a Geotechnical Engineering Report to support design and construction of shallow foundation abutments for two single-span pedestrian bridges.

Subtasks include:

- Describe/summarize subsurface conditions observed in the test pits in Draft Geotechnical Engineering Report.

- Complete analysis and develop vertical and lateral geotechnical recommendations for grade-supported single-span bridge foundations. The following design parameters and recommendations will be provided:
 - Subgrade preparation, allowable bearing pressures and settlement estimates for concrete footings/abutments;
 - Coefficient of sliding friction at abutment base;
 - Lateral earth pressures acting on abutments;
 - Canal and creek slope/bank stability considerations near the bridge foundations; and
 - Earthwork and dewatering considerations, structural fill materials and compaction criteria below/behind shallow foundations.
- Present results of analysis and recommendations in one Draft Geotechnical Engineering Report.
- Revise Draft Geotechnical Engineering Report to address design team comments to produce a Final Geotechnical Engineering Report.
- Provide up to 8 hours project management, correspondence, and plans/specs input/review throughout Task 2.

Assumptions:

- The new bridges will generally be designed in accordance with AASHTO LRFD Guide Specifications for the Design of Pedestrian Bridges, except for seismic design of the bridge which is not required or requested for bridge foundation design and this geotechnical scope of work.
- Geotechnical recommendations are limited to provision of vertical and lateral foundation design parameters and subgrade preparation beneath shallow foundations. Ancillary geotechnical design/construction recommendations such as detailed shoring and dewatering design, pavements, and site restoration, are excluded from this scope and budget.
- There will be one round of draft report comments and revisions to produce one final report.

Cost Estimate

We proposed to complete the tasks above on a time and materials basis not to exceed \$23,655 in accordance with the cost breakdown shown below.

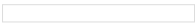
	Aspect Time and Materials Cost	Soil Laboratory Subconsultant	Task Total
Task 1 – Geotechnical Engineering for Signal Pole Foundation (Base Scope)	\$8,221	\$431	\$8,652
Task 2 – Geotechnical Engineering for Pedestrian Bridge Foundations (Contingency Task)	\$14,140	\$863	\$15,003
Total Project Budget			\$23,655

The above Services will be billed on a time and materials basis in accordance with the attached Schedule of Charges. We will notify you and obtain your authorization if additional effort above and beyond the estimated scope of this work is required. We will use a Contract Change Form to request your authorization for any changes to the above description of Services. This cost proposal is valid for 90 days unless extended in writing by Aspect.

Exhibit B

ID	Task Name	Duration	Start	Finish	Mar	2nd Quarter	Apr	May
1	Notice to Proceed	1 day	Mon 5/3/21	Mon 5/3/21				5/3
2	Survey	4 wks	Tue 5/4/21	Mon 5/31/21				5
8	Design Phase	260 days	Tue 5/4/21	Mon 5/2/22				5/
9	Trail Alignment Alternatives/Scoping	3 wks	Tue 5/4/21	Mon 5/24/21				
10	Review with CWU / City	3 wks	Tue 5/25/21	Mon 6/14/21				
11	30% Design	6 wks	Tue 6/15/21	Mon 7/26/21				
12	Public & Campus Communication	2 wks	Tue 7/27/21	Mon 8/9/21				
13	60% Design	6 wks	Tue 7/27/21	Mon 9/6/21				
14	90% Construction Documents	6 wks	Tue 9/7/21	Mon 10/18/21				
15	Easement Development	12 wks	Tue 10/19/21	Mon 1/10/22				
16	Final Construction Documents	2 wks	Tue 2/8/22	Mon 2/21/22				
17	Bid Advertisement/Award/Execute	10 wks	Tue 2/22/22	Mon 5/2/22				
3	Permitting	180 days	Tue 6/15/21	Mon 2/21/22				
4	Exec Order 05-05	3 wks	Tue 6/15/21	Mon 7/5/21				
5	SEPA	3 mons	Tue 6/15/21	Mon 9/6/21				
6	USACOE	6 mons	Tue 9/7/21	Mon 2/21/22				
7	WDFW	3 mons	Tue 9/7/21	Mon 11/29/21				
18	Construction	4 mons	Tue 5/3/22	Mon 8/22/22				
19	Project Closeout	3 mons	Tue 8/23/22	Mon 11/14/22				

Project: Project Schedule
Date: Wed 3/24/21

Task		Manual Summary Rollup	
Split		Manual Summary	
Milestone		Start-only	
Summary		Finish-only	
Project Summary		External Tasks	
Inactive Task		External Milestone	
Inactive Milestone		Deadline	
Inactive Summary		Progress	
Manual Task		Manual Progress	
Duration-only			

Consultant Billing Rate Schedule



Exhibit C1

SCJ Alliance

Client: City of Ellensburg
Project: Alder St - 10th Ave to Dean Nicholson Drive
Job #: Enter Project Number
File Name: Labor Estimate.xlsm
Date: 3/24/21

Hourly Rate Table Format: Billing Rate Schedule
 Allowable Overhead Rate: N/A
 Negotiated Fixed Fee: N/A
 Labor Template Version: 1/29/2021

Billing Rate Schedule

Job Classifications	-	-	Total Hourly Billing Rates Minimum	Total Hourly Billing Rates NTE
Senior Principal Consultant	-	-	\$250.00	\$350.00
Principal	-	-	\$185.00	\$270.00
Senior Project Manager	-	-	\$160.00	\$210.00
Project Manager	-	-	\$125.00	\$170.00
Project Engineer II	-	-	\$120.00	\$150.00
Project Engineer I	-	-	\$110.00	\$140.00
Senior Consultant	-	-	\$190.00	\$275.00
Principal Landscape Architect	-	-	\$160.00	\$190.00
Project Landscape Architect	-	-	\$115.00	\$160.00
Landscape Architect I	-	-	\$100.00	\$135.00
Landscape Designer	-	-	\$80.00	\$110.00
Design Engineer	-	-	\$90.00	\$125.00
Senior Designer	-	-	\$110.00	\$160.00
Designer	-	-	\$80.00	\$115.00
Technician	-	-	\$70.00	\$90.00
Senior Transp. Planner	-	-	\$125.00	\$175.00
Transportation Planner	-	-	\$100.00	\$130.00
Senior Planner	-	-	\$120.00	\$175.00
Planner	-	-	\$95.00	\$140.00
Environmental Scientist	-	-	\$155.00	\$170.00
Construction Inspector	-	-	\$75.00	\$110.00
Project Coordinator II	-	-	\$95.00	\$125.00
Project Coordinator I	-	-	\$80.00	\$105.00
Project Accountant	-	-	\$100.00	\$130.00
Information Technology Specialist	-	-	\$85.00	\$135.00
Senior Marketing Coordinator	-	-	\$125.00	\$145.00
Marketing Coordinator	-	-	\$85.00	\$135.00
Communications Director	-	-	\$120.00	\$140.00
Information Services Manager	-	-	\$170.00	\$180.00
Graphic Designer	-	-	\$95.00	\$115.00
Senior Design Engineer	-	-	\$120.00	\$170.00
Administrative Assistant	-	-	\$70.00	\$80.00

CRUSE
& ASSOCIATES
PROFESSIONAL LAND SURVEYORS

Exhibit C2

Our 2020 hourly rates for services are as follows:

\$ 215.00/hr.	Computer/mapping
\$ 275.00/hr.	Professional consulting time
\$ 345.00/hr.	2 man field crew (add \$95.00/hr. if prevailing wage project)
\$ 415.00/hr.	3 man field crew (add \$95.00/hr. if prevailing wage project)



Unless otherwise stated in the proposal or services agreement, current rates are as follows:

PERSONNEL CHARGES: ENGINEERS, SCIENTISTS, AND ANALYSTS		Hourly Rate
<i>Principals and Associates</i>		
Principal Scientist/Engineer/Analyst 2		\$272
Principal Scientist/Engineer/Analyst 1		\$258
Sr. Associate Scientist/Engineer/Analyst		\$238
Associate Scientist/Engineer/Analyst		\$223
<i>Technical Professionals</i>		
Senior Scientist/Engineer/Analyst 3		\$223
Senior Scientist/Engineer/Analyst 2		\$209
Senior Scientist/Engineer/Analyst 1		\$195
Project Scientist/Engineer/Analyst 3		\$179
Project Scientist/Engineer/Analyst 2		\$166
Project Scientist/Engineer/Analyst 1		\$155
Staff Scientist/Engineer/Analyst 3		\$143
Staff Scientist/Engineer/Analyst 2		\$129
Staff Scientist/Engineer/Analyst 1		\$120
PERSONNEL CHARGES: TECHNICAL AND PROJECT SUPPORT STAFF		Hourly Rate
<i>Field/Construction Staff</i>		
Field/Construction Supervisor		\$132
Field Technician 2		\$108
Field Technician 1		\$100
<i>Design, CAD, and Graphics Staff</i>		
Engineering Designer		\$155
Sr. CAD Technician/Specialist		\$140
CAD Technician		\$123
<i>Technical Editing and Project Operations</i>		
Sr. Technical Editor		\$124
Technical Editor/Project Coordinator 3		\$113
Project Coordinator 2		\$105
Project Coordinator 1		\$99
PERSONNEL CHARGES: TECHNOLOGY AND SOFTWARE DEVELOPMENT		Hourly Rate
Sr. Technology Project Manager		\$232
Technology Project Manager		\$215
Senior Software/Database Architect/Developer		\$220
Software/Database Architect/Developer		\$194
OTHER DISBURSEMENT CHARGES		
Legal Testimony (4-hour minimum)		\$350/hr
Mileage		Federal Gov Rate Plus 15%
Subcontractors and Miscellaneous Expenses		Cost Plus 15%
<i>Other equipment, rentals, and expenses will be provided on a per job basis.</i>		

Client acknowledges that Aspect will adjust the Schedule of Charges annually, and that the Agreement will remain valid for any and all annually adjusted Schedule of Charges.

PROJECT PRICE PROPOSAL

By

Plateau Archaeological Investigations, LLC
P.O. Box 714, Pullman, Washington 99163

To: SCJ Alliance

Project: Ellensburg's Alder Street TIB Project Cultural Resource Survey, Kittitas
County, Washington

Date: February 24, 2021

Price: \$7,930.00

Signatures:

Mr. Dan Ireland, PE
SCJ Alliance

Date



February 24, 2021

David A. Harder, Vice President
Plateau Archaeological Investigations, LLC

Date

Consultant Labor Hour Estimate

EXHIBIT D1



SCJ Alliance

Client: City of Ellensburg

Template Version: 1/29/2021

Project: Alder St - 10th Ave to Dean Nicholson Drive

Contract Type: Billing Rate Schedule

Job #: Enter Project Number

File Name: Labor Estimate.xlsm

Phase & Task No.	Phase & Task Title	Principal	Project Engineer II	Design Engineer	Project Engineer II	Design Engineer	Senior Transp. Planner	Environmental Scientist	Landscape Designer	Project Coordinator I	Project Accountant	Total Direct Labor Hours & Cost	Total Cost
PHASE 1 Project Management													
Task 1	Management												
1	Management	8.0										8.0	\$ 1,480.00
2	Schedule and Budget	4.0										4.0	\$ 740.00
3	Bi-Weekly Progress Reports	6.0										6.0	\$ 1,110.00
4	Progress Billing	4.0									6.0	10.0	\$ 1,340.00
5	Subconsultant Contracting	1.0								4.0	1.0	6.0	\$ 645.00
6	Subconsultant Coordination	4.0	4.0									8.0	\$ 1,300.00
7	QA/QC	8.0						2.0				10.0	\$ 1,810.00
8													\$ -
Subtotal Hours:		35.0	4.0					2.0		4.0	7.0	52.0	\$ 8,425.00
Total Phase Hours:		35.0	4.0					2.0		4.0	7.0	52.0	\$ 52.0
Total Phase Direct Labor:		\$6,475.00	\$560.00					\$330.00		\$360.00	\$700.00	\$8,425.00	\$ 8,425.00
PHASE 2 Project Meetings													
Task 2.1	General Coordination												
1	General Coordination	4.0	4.0									8.0	\$ 1,300.00
5													\$ -
Subtotal Hours:		4.0	4.0									8.0	\$ 1,300.00

Consultant Labor Hour Estimate

EXHIBIT D1



SCJ Alliance

Client: City of Ellensburg

Template Version: 1/29/2021

Project: Alder St - 10th Ave to Dean Nicholson Drive

Contract Type: Billing Rate Schedule

Job #: Enter Project Number

File Name: Labor Estimate.xlsm

Phase & Task No.	Phase & Task Title	Principal	Project Engineer II	Design Engineer	Project Engineer II	Design Engineer	Senior Transp. Planner	Environment al Scientist	Landscape Designer	Project Coordinator I	Project Accountant	Total Direct Labor Hours & Cost	Total Cost
Task 2.2 Kickoff Meeting													
1	Agenda Preparation and Exhibits	2.0										2.0	\$ 370.00
2	Meeting setup coordination	1.0										1.0	\$ 185.00
3	Meeting Attendance	2.0	2.0		2.0							6.0	\$ 920.00
4	Meeting minutes		2.0									2.0	\$ 280.00
5													\$ -
Subtotal Hours:		5.0	4.0		2.0							11.0	\$ 1,755.00
Task 2.3 Irrigation District													
1	Meeting for Design Parmaters		4.0									4.0	\$ 560.00
2	Design Review		2.0									2.0	\$ 280.00
3													\$ -
Subtotal Hours:			6.0									6.0	\$ 840.00
Task 2.4 Central Washington University													
1	EFC Monthly Meeting with City	4.0	8.0		2.0							14.0	\$ 2,130.00
2	Faciligte Management Division	4.0										4.0	\$ 740.00
3													\$ -
4													\$ -
Subtotal Hours:		8.0	8.0		2.0							18.0	\$ 2,870.00
Task 2.5 City EC and Bicycle Committee													
1	Meeting Preparation		4.0									4.0	\$ 560.00
2	Review Meeting	2.0	2.0									4.0	\$ 650.00
Subtotal Hours:		2.0	6.0									8.0	\$ 1,210.00
Task 2.6 Stakeholder Meeting													
1	Estimate 4 onsite meetings	12.0	2.0									14.0	\$ 2,500.00
2													\$ -
Subtotal Hours:		12.0	2.0									14.0	\$ 2,500.00

Consultant Labor Hour Estimate

EXHIBIT D1



SCJ Alliance

Client: City of Ellensburg

Template Version: 1/29/2021

Project: Alder St - 10th Ave to Dean Nicholson Drive

Contract Type: Billing Rate Schedule

Job #: Enter Project Number

File Name: Labor Estimate.xlsm

Phase & Task No.	Phase & Task Title	Principal	Project Engineer II	Design Engineer	Project Engineer II	Design Engineer	Senior Transp. Planner	Environment al Scientist	Landscape Designer	Project Coordinator I	Project Accountant	Total Direct Labor Hours & Cost	Total Cost
Task 2.7	Public Online Open House												
1	Meeting Setup	1.0					3.0					4.0	\$ 590.00
2	Material Development	2.0	4.0		4.0				16.0			26.0	\$ 3,150.00
3	Practice Meeting	2.0	2.0				4.0					8.0	\$ 1,190.00
4	Open House Event	2.0	2.0				3.0					7.0	\$ 1,055.00
5													\$ -
Subtotal Hours:		7.0	8.0		4.0		10.0		16.0			45.0	\$ 5,985.00
Task 2.8	City Council Presenetation												
1	Meeting Preperation	1.0	4.0									5.0	\$ 745.00
2	Online Meeting attendance/presentation	2.0										2.0	\$ 370.00
3													\$ -
Subtotal Hours:		3.0	4.0									7.0	\$ 1,115.00
Total Phase Hours:		41.0	42.0		8.0		10.0		16.0			117.0	\$ 117.0
Total Phase Direct Labor:		\$7,585.00	\$5,880.00		\$1,080.00		\$1,350.00		\$1,680.00			\$17,575.00	\$ 17,575.00
PHASE 3 Topographic Survey													
Task XX	Task Title												
1													\$ -
2													\$ -
Subtotal Hours:													\$ -
Total Phase Hours:													\$ -
Total Phase Direct Labor:													\$ -

Consultant Labor Hour Estimate

EXHIBIT D1



SCJ Alliance

Client: City of Ellensburg

Template Version: 1/29/2021

Project: Alder St - 10th Ave to Dean Nicholson Drive

Contract Type: Billing Rate Schedule

Job #: Enter Project Number

File Name: Labor Estimate.xlsm

Phase & Task No.	Phase & Task Title	Principal	Project Engineer II	Design Engineer	Project Engineer II	Design Engineer	Senior Transp. Planner	Environmental Scientist	Landscape Designer	Project Coordinator I	Project Accountant	Total Direct Labor Hours & Cost	Total Cost
PHASE 4 Cultural Services													
Task XX	Task Title												
1													\$ -
Subtotal Hours:													\$ -
Total Phase Hours:													\$ -
Total Phase Direct Labor:													\$ -
PHASE 5 Geotechnical Study													
Task 1	Signal Pole Foundation Review												
1	Subtask Title												\$ -
Subtotal Hours:													\$ -
Task 2	Pedestrian Bridge Foundations												
1													\$ -
Subtotal Hours:													\$ -
Total Phase Hours:													\$ -
Total Phase Direct Labor:													\$ -

Consultant Labor Hour Estimate

EXHIBIT D1



SCJ Alliance

Client: City of Ellensburg

Template Version: 1/29/2021

Project: Alder St - 10th Ave to Dean Nicholson Drive

Contract Type: Billing Rate Schedule

Job #: Enter Project Number

File Name: Labor Estimate.xlsm

Phase & Task No.	Phase & Task Title	Principal	Project Engineer II	Design Engineer	Project Engineer II	Design Engineer	Senior Transp. Planner	Environmental Scientist	Landscape Designer	Project Coordinator I	Project Accountant	Total Direct Labor Hours & Cost	Total Cost
PHASE 6 Trail Alternative Analysis													
Task 6.1	Trail Alternative Analysis												
1	Trail Alternative Analysis	8.0	16.0									24.0	\$ 3,720.00
2	Updates form Kickoff Meeting		4.0									4.0	\$ 560.00
3	Cost Estimate	1.0	4.0									5.0	\$ 745.00
4	Submittal back to City/CWU for final decision	2.0	2.0									4.0	\$ 650.00
5	Site Visit		8.0		8.0							16.0	\$ 2,200.00
Subtotal Hours:		11.0	34.0		8.0							53.0	\$ 7,875.00
Total Phase Hours:		11.0	34.0		8.0							53.0	\$ 53.0
Total Phase Direct Labor:		\$2,035.00	\$4,760.00		\$1,080.00							\$7,875.00	\$ 7,875.00
PHASE 7 Permitting													
Task 7.1	SEPA												
1	Data Review		1.0				4.0					5.0	\$ 680.00
2	Checklist development		2.0				12.0					14.0	\$ 1,900.00
3	Submittal / Coordination with City						2.0					2.0	\$ 270.00
4													\$ -
5													\$ -
Subtotal Hours:			3.0				18.0					21.0	\$ 2,850.00

Consultant Labor Hour Estimate

EXHIBIT D1



SCJ Alliance

Client: City of Ellensburg

Template Version: 1/29/2021

Project: Alder St - 10th Ave to Dean Nicholson Drive

Contract Type: Billing Rate Schedule

Job #: Enter Project Number

File Name: Labor Estimate.xlsm

Phase & Task No.	Phase & Task Title	Principal	Project Engineer II	Design Engineer	Project Engineer II	Design Engineer	Senior Transp. Planner	Environmental Scientist	Landscape Designer	Project Coordinator I	Project Accountant	Total Direct Labor Hours & Cost	Total Cost
Task 7.3 WDFW HPA													
1	JARPA Application							8.0				8.0	\$ 1,320.00
2	JARPA Exhibits			16.0				8.0				24.0	\$ 2,920.00
3	HPA Online Submittal							4.0				4.0	\$ 660.00
4	Onsite Meeting							8.0				8.0	\$ 1,320.00
5	High Water Model simulation							8.0				8.0	\$ 1,320.00
Subtotal Hours:				16.0				36.0				52.0	\$ 7,540.00
Task 7.5 USACE NWP													
1	Early Coordination							2.0				2.0	\$ 330.00
2	EPA consultation							8.0				8.0	\$ 1,320.00
3	Permitting Conditions/Coordination							24.0				24.0	\$ 3,960.00
Subtotal Hours:								34.0				34.0	\$ 5,610.00

Consultant Labor Hour Estimate

EXHIBIT D1



SCJ Alliance

Client: City of Ellensburg

Template Version: 1/29/2021

Project: Alder St - 10th Ave to Dean Nicholson Drive

Contract Type: Billing Rate Schedule

Job #: Enter Project Number

File Name: Labor Estimate.xlsm

Phase & Task No.	Phase & Task Title	Principal	Project Engineer II	Design Engineer	Project Engineer II	Design Engineer	Senior Transp. Planner	Environmental Scientist	Landscape Designer	Project Coordinator I	Project Accountant	Total Direct Labor Hours & Cost	Total Cost
Task 7.6 DOE													
1	NPDES/ SWPPP		4.0									4.0	\$ 560.00
2													\$ -
Subtotal Hours:			4.0									4.0	\$ 560.00
Task 7.7 City Permitting													
1	Critical Area Review Form and Exhibits			4.0				2.0				6.0	\$ 730.00
2	Critical Area Report			8.0				40.0				48.0	\$ 7,400.00
3	Coordination with the City							8.0				8.0	\$ 1,320.00
Subtotal Hours:				12.0				50.0				62.0	\$ 9,450.00
Total Phase Hours:			7.0	28.0			18.0	120.0				173.0	\$ 173.0
Total Phase Direct Labor:			\$980.00	\$2,800.00			\$2,430.00	\$19,800.00				\$26,010.00	\$ 26,010.00
PHASE 8 Preliminary Design													
Task 8.1 Basemap													
1	Process Survey File			4.0								4.0	\$ 400.00
2	Setup Sheets/line types		2.0	16.0								18.0	\$ 1,880.00
3	Alignment		2.0	4.0								6.0	\$ 680.00
4	Profile		2.0	8.0								10.0	\$ 1,080.00
5	Initial Corridor Model	2.0	4.0	16.0								22.0	\$ 2,530.00
Subtotal Hours:		2.0	10.0	48.0								60.0	\$ 6,570.00
Task 8.2 Channelization													
1	Channelization layout for intersections		3.0	8.0								11.0	\$ 1,220.00
2	Submittal to City for Geometric buy in		1.0									1.0	\$ 140.00
3													\$ -
4													\$ -
5													\$ -
Subtotal Hours:			4.0	8.0								12.0	\$ 1,360.00

Consultant Labor Hour Estimate

EXHIBIT D1



SCJ Alliance

Client: City of Ellensburg

Template Version: 1/29/2021

Project: Alder St - 10th Ave to Dean Nicholson Drive

Contract Type: Billing Rate Schedule

Job #: Enter Project Number

File Name: Labor Estimate.xlsm

Phase & Task No.	Phase & Task Title	Principal	Project Engineer II	Design Engineer	Project Engineer II	Design Engineer	Senior Transp. Planner	Environmental Scientist	Landscape Designer	Project Coordinator I	Project Accountant	Total Direct Labor Hours & Cost	Total Cost
Task 8.3	Bridge Crossings												
1	Prefabrication Bridge type coordination	1.0	2.0									3.0	\$ 465.00
2	Coordination with Vendor		4.0									4.0	\$ 560.00
3	Exhibit preparation		1.0	4.0								5.0	\$ 540.00
4	Abutment Layout / Design (2 bridges)	2.0	2.0	8.0								12.0	\$ 1,450.00
5													\$ -
	Subtotal Hours:	3.0	9.0	12.0								24.0	\$ 3,015.00
Task 8.4	Preliminary Illumination												
1	Light selection			4.0								4.0	\$ 400.00
2	Lighting Layout / Modeling		1.0	4.0								5.0	\$ 540.00
3	Service connection coordination		2.0	2.0								4.0	\$ 480.00
4	Traffic Signal lighting review			2.0								2.0	\$ 200.00
5													\$ -
	Subtotal Hours:		3.0	12.0								15.0	\$ 1,620.00
Task 8.5	Preliminary Traffic Signal Plans												
1	Traffic Signal layouts				8.0							8.0	\$ 1,080.00
2	Service and Controller location				4.0							4.0	\$ 540.00
3	Phasing Diagram				2.0							2.0	\$ 270.00
4	Ped button/signal head/detection location setup				4.0							4.0	\$ 540.00
5	Traffic Data / queingn review/Ped crossing options				8.0		24.0					32.0	\$ 4,320.00
	Subtotal Hours:				26.0		24.0					50.0	\$ 6,750.00

Consultant Labor Hour Estimate

EXHIBIT D1



SCJ Alliance

Client: City of Ellensburg

Template Version: 1/29/2021

Project: Alder St - 10th Ave to Dean Nicholson Drive

Contract Type: Billing Rate Schedule

Job #: Enter Project Number

File Name: Labor Estimate.xlsm

Phase & Task No.	Phase & Task Title	Principal	Project Engineer II	Design Engineer	Project Engineer II	Design Engineer	Senior Transp. Planner	Environment al Scientist	Landscape Designer	Project Coordinator I	Project Accountant	Total Direct Labor Hours & Cost	Total Cost
Task 8.6 Preliminary Design and Plans													
1	Cover			2.0								2.0	\$ 200.00
2	Typical Sections		1.0	4.0								5.0	\$ 540.00
3	Plan and Profile		2.0	8.0								10.0	\$ 1,080.00
4	Curb Ramp		4.0	40.0								44.0	\$ 4,560.00
5	Pedestrian Bridge		4.0	4.0								8.0	\$ 960.00
6	Drainage		2.0	8.0								10.0	\$ 1,080.00
7	Chanelization			4.0								4.0	\$ 400.00
8	Illumination				2.0	8.0						10.0	\$ 1,110.00
9	Traffic Signal				2.0	16.0						18.0	\$ 1,950.00
10	Traffic Signal 2				2.0	16.0						18.0	\$ 1,950.00
Subtotal Hours:			13.0	70.0	6.0	40.0						129.0	\$ 13,830.00
Task 8.7 Landscaping													
1	Preliminary Landscaping							2.0	8.0			10.0	\$ 1,170.00
2													\$ -
3													\$ -
4													\$ -
5													\$ -
Subtotal Hours:								2.0	8.0			10.0	\$ 1,170.00
Task 8.8 Cost Estimate													
1	Cost Estimate	2.0	4.0	8.0	4.0				4.0			22.0	\$ 2,690.00
2	Technical Memo		2.0									2.0	\$ 280.00
3	60% Design package review for City	4.0	4.0		4.0							12.0	\$ 1,840.00
4													\$ -
5													\$ -
Subtotal Hours:		6.0	10.0	8.0	8.0				4.0			36.0	\$ 4,810.00
Total Phase Hours:		11.0	49.0	158.0	40.0	40.0	24.0	2.0	12.0			336.0	\$ 336.0

Consultant Labor Hour Estimate

EXHIBIT D1



SCJ Alliance

Client: City of Ellensburg

Template Version: 1/29/2021

Project: Alder St - 10th Ave to Dean Nicholson Drive

Contract Type: Billing Rate Schedule

Job #: Enter Project Number

File Name: Labor Estimate.xlsm

Phase & Task No.	Phase & Task Title	Principal	Project Engineer II	Design Engineer	Project Engineer II	Design Engineer	Senior Transp. Planner	Environmental Scientist	Landscape Designer	Project Coordinator I	Project Accountant	Total Direct Labor Hours & Cost	Total Cost
Total Phase Direct Labor:		\$2,035.00	\$6,860.00	\$15,800.00	\$5,400.00	\$4,200.00	\$3,240.00	\$330.00	\$1,260.00			\$39,125.00	\$ 39,125.00

Consultant Labor Hour Estimate

EXHIBIT D1



SCJ Alliance

Client: City of Ellensburg

Template Version: 1/29/2021

Project: Alder St - 10th Ave to Dean Nicholson Drive

Contract Type: Billing Rate Schedule

Job #: Enter Project Number

File Name: Labor Estimate.xlsm

Phase & Task No.	Phase & Task Title	Principal	Project Engineer II	Design Engineer	Project Engineer II	Design Engineer	Senior Transp. Planner	Environmental Scientist	Landscape Designer	Project Coordinator I	Project Accountant	Total Direct Labor Hours & Cost	Total Cost
PHASE 9 Construction Documents													
Task 9.1 Construction Documents													
1	90% Construction Plans	10.0	40.0	80.0								130.0	\$ 15,450.00
2	Traffic Signal Plans				14.0	30.0						44.0	\$ 5,040.00
3	Landscape Plans							1.0	8.0			9.0	\$ 1,005.00
4	Illumination				4.0	8.0						12.0	\$ 1,380.00
5	Pedestrian Bridge		4.0	4.0								8.0	\$ 960.00
6													\$ -
7													\$ -
8													\$ -
9													\$ -
10													\$ -
Subtotal Hours:		10.0	44.0	84.0	18.0	38.0		1.0	8.0			203.0	\$ 23,835.00
Task 9.2 Cost Estimate													
1	Cost Estimate	2.0	4.0	8.0	4.0							18.0	\$ 2,270.00
2													\$ -
3													\$ -
4													\$ -
5													\$ -
Subtotal Hours:		2.0	4.0	8.0	4.0							18.0	\$ 2,270.00
Task 9.3 Special Provisions													
1	Initial Runlist Development	1.0	8.0									9.0	\$ 1,305.00
2	Non-Standard Items	1.0	4.0									5.0	\$ 745.00
3													\$ -
4													\$ -
5													\$ -
Subtotal Hours:		2.0	12.0									14.0	\$ 2,050.00

Consultant Labor Hour Estimate

EXHIBIT D1



SCJ Alliance

Client: City of Ellensburg

Template Version: 1/29/2021

Project: Alder St - 10th Ave to Dean Nicholson Drive

Contract Type: Billing Rate Schedule

Job #: Enter Project Number

File Name: Labor Estimate.xlsm

Phase & Task No.	Phase & Task Title	Principal	Project Engineer II	Design Engineer	Project Engineer II	Design Engineer	Senior Transp. Planner	Environmental Scientist	Landscape Designer	Project Coordinator I	Project Accountant	Total Direct Labor Hours & Cost	Total Cost
Task 9.4 Plan Submittal													
1	Plan Submittal for review	1.0	2.0									3.0	\$ 465.00
2													\$ -
3													\$ -
4													\$ -
5													\$ -
Subtotal Hours:		1.0	2.0									3.0	\$ 465.00
Task 9.5 Final Construction Revisions													
1	Final plan revision		8.0	24.0	4.0	8.0						44.0	\$ 4,900.00
2	Final engineers estimate and bid proposal	1.0	2.0	2.0	2.0							7.0	\$ 935.00
3	Final Bid Package (Front End and Special Provisions)	4.0	8.0									12.0	\$ 1,860.00
4													\$ -
5													\$ -
Subtotal Hours:		5.0	18.0	26.0	6.0	8.0						63.0	\$ 7,695.00
Total Phase Hours:		20.0	80.0	118.0	28.0	46.0		1.0	8.0			301.0	\$ 301.0
Total Phase Direct Labor:		\$3,700.00	\$11,200.00	\$11,800.00	\$3,780.00	\$4,830.00		\$165.00	\$840.00			\$36,315.00	\$ 36,315.00
PHASE 10 Bid Advertisement and Support													
Task 10.1 Bid Advertisement and Support													
1	Bid Assistance	4.0	8.0									12.0	\$ 1,860.00
2	Responses to RFI's		4.0									4.0	\$ 560.00
3													\$ -
4													\$ -
5													\$ -
Subtotal Hours:		4.0	12.0									16.0	\$ 2,420.00
Total Phase Hours:		4.0	12.0									16.0	\$ 16.0
Total Phase Direct Labor:		\$740.00	\$1,680.00									\$2,420.00	\$ 2,420.00

Consultant Labor Hour Estimate

EXHIBIT D1



SCJ Alliance

Client: City of Ellensburg

Template Version: 1/29/2021

Project: Alder St - 10th Ave to Dean Nicholson Drive

Contract Type: Billing Rate Schedule

Job #: Enter Project Number

File Name: Labor Estimate.xlsm

Phase & Task No.	Phase & Task Title	Principal	Project Engineer II	Design Engineer	Project Engineer II	Design Engineer	Senior Transp. Planner	Environmental Scientist	Landscape Designer	Project Coordinator I	Project Accountant	Total Direct Labor Hours & Cost	Total Cost
	Total Hours All Phases	122.0	228.0	304.0	84.0	86.0	52.0	125.0	36.0	4.0	7.0	1,048.0	1048.0
	Total Direct Labor Estimate All Phases	\$22,570.00	\$31,920.00	\$30,400.00	\$11,340.00	\$9,030.00	\$7,020.00	\$20,625.00	\$3,780.00	\$360.00	\$700.00	\$137,745.00	\$ 137,745.00
	Indirect Costs												
	Subconsultants:												
				Cruise & Assoc.									\$27,445.00
				Plateau									\$7,930.00
				Aspet									\$23,655.00
	Subconsultant Subtotal:												\$ 59,030.00
	Subconsultant Markup:												\$ 5,903.00
	Subconsultant Total:												\$ 64,933.00
	Reimbursable Expenses:												
				Copies, Printing, etc.									\$ -
				Mileage									\$ 1,300.00
	Expenses Subtotal:												\$ 1,300.00
	Expenses Markup:												\$ -
	Expenses Total:												\$ 1,300.00
	Management Reserve:												\$ -
	Total Indirect Costs:												\$ 66,233.00
	Total:												\$ 203,978.00

EXHIBIT D1

Consultant Fee Determination Summary



SCJ Alliance

Client: City of Ellensburg
 Project: Alder St - 10th Ave to Dean Nicholson Dri
 Job #: Enter Project Number
 File Name: Labor Estimate.xlsm

Template Version: 1/29/2021
 Contract Type: Billing Rate Schedule

Consultant Fee Determination

DIRECT SALARY COST

<u>Classification</u>	<u>Hours</u>	<u>Fully Burdened Rate</u>	<u>Amount</u>
Principal	122.0	\$185.00	\$22,570.00
Project Engineer II	228.0	\$140.00	\$31,920.00
Design Engineer	304.0	\$100.00	\$30,400.00
Project Engineer II	84.0	\$135.00	\$11,340.00
Design Engineer	86.0	\$105.00	\$9,030.00
Senior Transp. Planner	52.0	\$135.00	\$7,020.00
Environmental Scientist	125.0	\$165.00	\$20,625.00
Landscape Designer	36.0	\$105.00	\$3,780.00
Project Coordinator I	4.0	\$90.00	\$360.00
Project Accountant	7.0	\$100.00	\$700.00

TOTAL SALARY COST

Total Salary Cost **\$137,745.00**

SUBCONSULTANTS

Cruise & Assoc.	PHASE 3	Topographic Survey	\$27,445
Plateau	PHASE 4	Cultural Services	\$7,930
Aspet	PHASE 5	Geotechnical Study	\$23,655

Subconsultant Fee Subtotal: **\$59,030.00**
 Subconsultant Markup: 10% **\$5,903.00**

REIMBURSABLE EXPENSES

Copies, Printing, etc.	<u>0.0%</u>	of the Total Salary Costs	\$0.00
Mileage	<u>2,000</u>	miles at <u>\$0.650</u> per mile	\$1,300.00
Expenses Subtotal:			\$1,300.00
Expenses Markup:	<u>0%</u>		\$0.00

SUBTOTAL (SALARY, SUBCONSULTANTS AND EXPENSES)

Subtotal (Salary, Subconsultants and Expenses) **\$203,978.00**

MANAGEMENT RESERVE FUND (MRF)

Management Reserve: \$0 **\$0.00**

Total Estimated Budget: \$203,978.00

Cruse and Associates**Labor Estimate Sheet****City of Ellensburg - Alder St University Way and Dean Nicholson Drive**

Task Description Right of way/boundary survey to determine where improvements can be placed and easement descriptions to cover improvements outside of rights of ways

Labor Category	Hours	Rate of Pay	Total Cost
Computer/Mapping	4	\$215.00	\$860.00
Professional Consulting Time	4	\$275.00	\$1,100.00
2 man field crew	8.52	\$440.00	\$3,750.00
			\$5,710.00

Task Description Topographic survey for design of the project area as defined in SCJ Survey Exhibit

Labor Category	Hours	Rate of Pay	Total Cost
Computer/Mapping	19	\$215.00	\$4,085.00
2 man field crew	40.11	\$440.00	\$17,650.00
			\$21,735.00

Total Estimated Fee (T&M) \$27,445.00

Cost Estimate

We proposed to complete the tasks above on a time and materials basis not to exceed \$23,655 in accordance with the cost breakdown shown below.

	Aspect Time and Materials Cost	Soil Laboratory Subconsultant	Task Total
Task 1 – Geotechnical Engineering for Signal Pole Foundation (Base Scope)	\$8,221	\$431	\$8,652
Task 2 – Geotechnical Engineering for Pedestrian Bridge Foundations (Contingency Task)	\$14,140	\$863	\$15,003
Total Project Budget			\$23,655

The above Services will be billed on a time and materials basis in accordance with the attached Schedule of Charges. We will notify you and obtain your authorization if additional effort above and beyond the estimated scope of this work is required. We will use a Contract Change Form to request your authorization for any changes to the above description of Services. This cost proposal is valid for 90 days unless extended in writing by Aspect.

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

3/29/2021
DATE

CLAIMS VOUCHERS AUDITED AND CERTIFIED BY THE AUDITING OFFICER HAVE BEEN RECORDED ON THE ATTACHED LISTING, WHICH HAS BEEN MADE AVAILABLE TO THE COUNCIL AS OF THIS **5TH DAY OF APRIL 2021**. THE COUNCIL, BY A VOTE, HAS APPROVED FOR PAYMENT THE VOUCHERS INCLUDED IN THE ABOVE LIST AND FURTHER DESCRIBED AS FOLLOWS:

Claims Fund

Check #'s	152348	TO	152580	\$	561,029.97
EFT #'s	4736	TO	4764	\$	819,917.59

Total Amounts

Payroll Fund

Check #'s	95293	TO	95307	\$	16,202.21
Direct Deposits	60987	TO	61191	\$	363,208.83

Total Amounts

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

ATTEST: _____
CITY CLERK



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: April 5, 2021

Item Title/Agenda Subject: Diversity, Equity and Inclusion Commission (DEI) Member Appointment Process

Submitted by: Nicole Klauss City Manager Department

Recommended Action or Motion: Review the process proposed by the DEI Subcommittee for selection of members to be appointed to the DEI Commission.

Background/Summary: The Ellensburg City Council approved the second reading and adoption of Ordinance 4871 for the creation of a Diversity, Equity and Inclusion Commission at their regularly scheduled March 1, 2021 City Council meeting.

The City posted the DEI Commission application and ordinance to its website and social media in an attempt to encourage applications to serve on the commission, and received 34 applications. The DEI Subcommittee made up of Mayor Tabb, and Councilmembers Lillquist and Goodloe, developed an interview process for interested applicants. To start the selection process the DEI Subcommittee will send the following four written interview questions to all applicants.

1. Ordinance 4871 calls for a mix of commission members who represent communities diverse in age, skin color, gender identity, sexual orientation, religion or disability. Based on the description above, what community would you propose to represent as a member of the commission? Please describe your connection to that community.
2. The ordinance also calls for a mix of commission members who represent business, nonprofit, or education sectors. Discuss how your professional and/or volunteer experiences and community connections will be a benefit to the work of the Commission. (Feel free to provide experiences and/or connections outside of the above listed sectors in support of your application.)
3. The City is also seeking commissioners who have skills or experience in analytics, translation, marketing,

technology, human resources, or law. What skills and talents do you have that will further the mission of this commission? (Feel free to provide experiences and/or connections outside of the above listed skills in support of your application.)

4. How would you effectively reach and communicate with underrepresented or marginalized communities in the City of Ellensburg?

After receipt of written responses, the DEI Subcommittee will evaluate the responses and select finalists to advance to interviews. After conducting interviews, the DEI Subcommittee will make a recommendation to Council for appointment of DEI Commission members. Commission members will be appointed by the Mayor and confirmed by a majority vote of the Council.

Previous Council Action: At Council's March 1, 2021 regular meeting, Council conducted second reading and adoption of Ordinance 4871, relating to the creation of a Diversity, Equity and Inclusion Commission.

Analysis: The interview questions found in this report provide a starting point for the DEI Subcommittee to evaluate applications for the DEI Commission. Ordinance No. 4871 outlines the diversity qualifications the city is looking for in this commission's membership.

Financial Impact: None at this time.

Attachments:
[DEI Applicant List](#)

Diversity, Equity and Inclusion Commission Applicant List:

1. Veronica Corral Acevedo
2. Daniel Miles Amos
3. Heather Anicello
4. Kristin Ashley
5. Delbert H. Barrett
6. Ali Brown
7. Tylene Carnell
8. Patty Chirco
9. Delores (Kandee) Cleary
10. Mayra Colazo
11. Sigrid Davison
12. Maricar Diga
13. Jacob Dolan-Fear
14. Hanna Fredeen
15. Landis F. Hanson
16. Laci Harrison
17. Amber Hart
18. Olivia G. Holter
19. Dale Hubbard
20. Amanda Innes
21. Mary C. James
22. Emily Masseth
23. Karen Mattocks
24. Tiffany M. Metzger
25. Esther Montgomery
26. Thomas Noel
27. Sara Omrani
28. Les Peratrovich
29. Leo Perrone
30. Julie Petersen
31. Naomi Jeffery "NJP" Petersen
32. Katrina Whitney
33. Chris Whitsett
34. Yngrid Winter



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: April 5, 2021

Item Title/Agenda Subject: Artwork for 11th Bus Shelter

Submitted by: Josephine Camarillo Library

Recommended Action or Motion: Staff recommends approval of selected art work for 11th bus shelter for printing and installation in Spring 2021.

Background/Summary: The City received a Transportation Improvement Board (TIB) Complete Streets award last year. Installation of a transit shelter was added at an existing bus stop in the project area with this award. The Arts Commission was asked if they would like to support an art project with the design and creation of glass similar to the other ten shelters to be installed in the 11th bus shelter.

In December 2020, the Arts Commission sent out a Call for Artists to submit original artwork for the 11th bus shelter located on 3rd Ave. in front of the Ellensburg Public Library with the theme reflecting the year 2020. Four proposals were submitted. The final selection was approved by the Arts Commission at their February 25, 2021 meeting, which is being submitted to Council for final approval.

Previous Council Action: At the October 7, 2019 meeting, Council approved artwork for ten bus shelters.

Analysis: The Arts Commission met on February 25, 2021 and reviewed four submissions. A recommendation was made to accept the winning entry and the Commission voted and approved.

Financial Impact: Cost of the artist stipend of \$500 and art materials will be paid out of the 2021 Art Acquisition budget.

Attachments:

[Artists Statement and concept design](#)

To the Ellensburg Art Commision,

Growing up in the Kittitas valley, I always felt that the most beautiful art occurred all around me; the greens of our rolling hay fields; the waving grasses during our notorious spring zephirs; or the brilliant snow coating our surrounding hills in winter, creating a breathtaking contrast to the deep navy trees of the hillside with the yellows of the sleeping pastures. Though our art is still developing, it would be the greatest honor to be considered to add to this beauty and diversity of our wonderful community.

Having received my degree with an emphasis in literature, and a minor in art and design, I cannot imagine a more exciting place to design an installment than in front of our town's library. Our family frequently visits the library, and it is one of our favorite places to be. For this reason, as well as the desire to cultivate artistic ambitions, my three young children have contributed to various aspects of the design and development of our piece. Some of the artwork samples you received also includes some of their original work.

We hope you will consider our design attached below. We are happy to make adjustments to the layout or mediums used. We appreciate the opportunity to contribute to the development of the place we love the most, in such a fun and meaningful way.

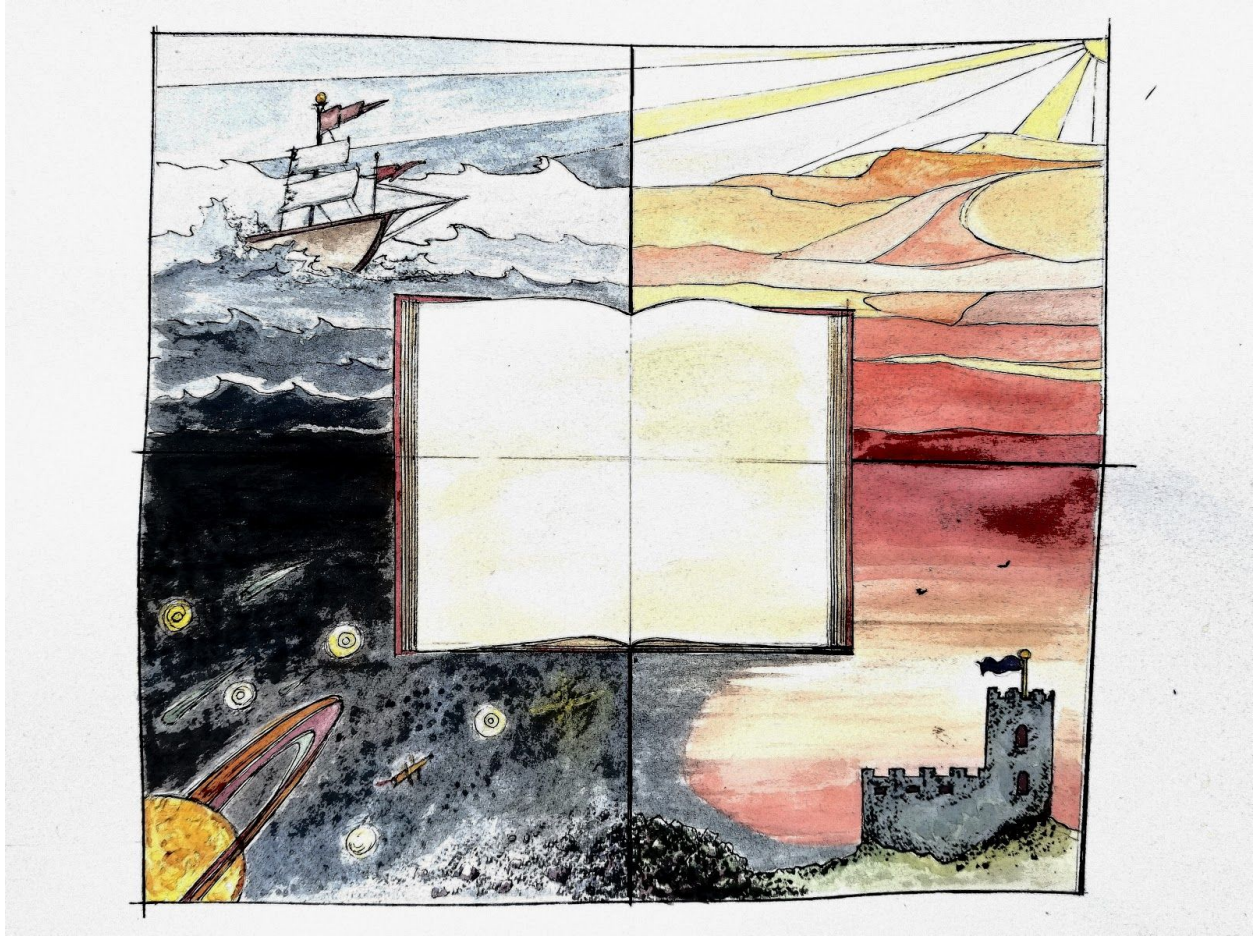
Sincerely,

Brooklin Shelley

William Shelley (age 10)

Madeline Shelley (Age 7)

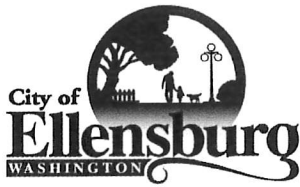
Leila Shelley (Age 4)



About the design:

We hoped to capture a whimsical, childlike feeling in our design. We wanted to include bright colors, and bold elements that give the feel of a collage or stained glass. We feel that some of the greatest places to travel are often found in the pages of a book, and wanted our art to represent that.

Where better to let your imagination wander than the bus stop in front of a library?



MANAGER'S REPORT

DATE: April 5, 2021
TO: Ellensburg City Council
FROM: John Akers, City Manager

1. Waste Management Spring Cleanup Days.

The Waste Management contract with the City of Ellensburg provides for a fall and spring waste disposal coupon program. The coupons are valid for each Waste Management customer (one per subscribing household) to self-haul to the County Transfer Station. Customers are required to show proof of residency. Coupons have been mailed out and are available at City Hall. This spring's event is scheduled for April 10 through 17. Waste Management customers within the city limits who are unable to haul garbage to the transfer station because of disability may request curbside collection of extra garbage during Spring Cleanup Days by calling the City of Ellensburg at 509-962-7230.

2. Public Hearing Scheduled for April 19, 2021 – Site Specific Rezone.

Staff would like to advise Council that a closed record public hearing has been set for April 19, 2021 to consider application #P20-125, a Type IV Site Specific Rezone submitted by Joseph Hctor, property owner. The applicant seeks to rezone two parcels from Residential Office (R-O) to Commercial Highway (C-H). The properties total 0.47 acres in size and are addressed as 1500 Vantage Highway, in the City of Ellensburg, WA, Kittitas County Assessor's Parcel Numbers: 108636 and 764134. If the rezone is approved by Council following the closed record hearing, staff will provide the enabling ordinance for first reading to implement the rezone.

3. Substance Abuse Disorder Partnership.

In December Chief Wade presented to Council on the EPD partnership with Dr. David Douglas in response to our drug addiction problems in Ellensburg. As you may remember, this partnership involved Dr. Douglas training officers on substance abuse related incidents and tactics to better engage those dealing with this disorder. Along with training, business cards with addiction related contact information and outreach from Dr. Douglas comprise the other components of this program. The program began in January with the training completed a few weeks ago.

In the short time period since we began this program, Dr. Douglas has come out and met with a few people at the request of EPD officers. One person ended up going to detox, and two more have gone to treatment according to Dr. Douglas.

Dr. Douglas recently shared with the Chief that he was meeting with people in the recovery community when he was approached by a young lady. According to Dr. Douglas, this lady came up to him and said she was given a resource card with his name on it by an officer believed to be Corporal Kevin Willette. Dr. Douglas stated this lady said she was doing well, is in treatment locally, and is scheduled to go to inpatient treatment soon. This program is making a difference and I'm hopeful that these success stories continue.

4. Canyon Road/EB I-90 Onramp Intersection Improvements.

WSDOT has contracted with Active Construction to complete the construction of the compact roundabout at the Canyon Road and EB I-90 onramp, which is a WSDOT controlled intersection. Construction is slated to start on Monday, April 5th and take approximately two months to complete. Portions of the work will be completed during nighttime hours to minimize impacts to the motoring public. Attached is the first three week look ahead schedule. WSDOT is also preparing a project website where they will be providing project and scheduling updates. City staff will share the WSDOT project website information on our social media outlets and website once we have this information.

ACTIVE CONSTRUCTION INC. (ACI)
(9608) I-90 Canyon Rd Interchange - EB Ramp Terminal Improvements
3 WEEK LOOK AHEAD SCHEDULE

31-Mar-21

SUPERINTENDENT - Eric Johnson - (253) 606-1405
PM - Greg Gebhard (253) 606-5415
PE - Codey Ayres (206) 724-2245

DATE	4/4	4/5	4/6	4/7	4/8	4/9	4/10	4/11	4/12	4/13	4/14	4/15	4/16	4/17	4/18	4/19	4/20	4/21	4/22	4/23	4/24
WORK HOURS		5:30 AM - 2:00 PM	5:30 AM - 2:00 PM	8:00 PM - 6:00 AM	8:00 PM - 6:00 PM	NO WORK			5:30 AM - 2:00 PM	5:30 AM - 2:00 PM	5:30 AM - 2:00 PM	5:30 AM - 2:00 PM	5:30 AM - 2:00 PM			5:30 AM - 2:00 PM	5:30 AM - 2:00 PM	5:30 AM - 2:00 PM	5:30 AM - 2:00 PM	5:30 AM - 2:00 PM	
DESCRIPTION	SUN	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SAT	SUN	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SAT	SUN	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SAT
PROJECT MEETINGS				Weekly Meeting 9:00 AM							Weekly Meeting 9:00 AM							Weekly Meeting 9:00 AM			
SAFETY MEETINGS		7:00 AM							7:00 AM							7:00 AM					
MOBILIZATION		X	X																		
TRAFFIC CONTROL SETUP			X																		
RAMP CLOSURE				X	X																
SAWCUTTING				X																	
BARRIER REMOVAL				X																	
REMOVE MISC TRAFFIC ITEMS				X																	
SURVEY				X	X																
TEMP STRIPING				X	X																
ASPHALT REMOVAL (ISLAND C&D)									X												
CLEAR AND GRUB ST LINE TRAIL									X												
SPLITTER ISLAND C&D GRADING										X											
SPLITTER ISLAND FORM AND POUR											X	X									
CURB AND GUTTER FORM AND POUR											X	X									
SPLITTER ISLAND PAVEMENT POUR													X								
SIDEWALK POUR													X			X					
HMA PATCH																	X				
ASPHALT REMOVAL ISLAND A&B																		X			
CLEAR AND GRUB SO LINE TRAIL																		X			
SPLITTER ISLAND A&B GRADING																			X		
SO LINE PATH GRADING																				X	