

COUNCIL AGENDA

Monday, April 4, 2022



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. Members of the public may attend City Council meetings either in person or by registering to attend remotely via video conference.

The Study Session will take place in the City Council Chambers, 501 N Anderson Street, Ellensburg, WA 98926. No public comment will be accepted. The meeting is available to livestream on YouTube at ECTV Ellensburg.

To attend the city council meeting virtually register here:
https://us02web.zoom.us/webinar/register/WN_TG7zenuQ0u3_wwDTivfWg

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 (509) 962-7222, or email ADACoordinator@ci.ellensburg.wa.us.

COUNCIL MEETING GUIDELINES FOR PUBLIC PARTICIPATION

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

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

SUBMISSION OF WRITTEN COMMENTS

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

PROCEDURE FOR REMOTE PARTICIPATION DURING MEETING

1. ***Advance registration is required to provide public comment or hearing testimony via remote meeting attendance.*** Anyone wishing to speak on items under the Agenda must register prior to 7 p.m. the day of the meeting. Register for the meeting at: https://us02web.zoom.us/webinar/register/WN_TG7zenuQ0u3_wwDTivfWg. Once registered, you will receive an email with the meeting link and phone number (for those who wish to call into the meeting).
2. **Join the meeting early**, as you may need to download the app in advance to participate. Once you've joined the meeting, your camera and microphone will be muted until you are recognized by the Mayor to speak.
3. Please note that there may be several items on the City Council Agenda that will precede the agenda item you wish to address.
4. **The Mayor will identify the agenda item** and ask if anyone wishes to speak on the matter.
5. Any interested person may provide comments: 1) under Item 7 on non-agenda items, or 2) on any listed agenda items. If you wish to speak, you must:
 - a) **Raise your "virtual hand"** in the corner of Zoom application on the computer screen or press *9 on your phone. Raising your hand signals the moderator that you wish to speak.
 - b) **Wait to be called upon by the Mayor** using your name, e-mail, or phone number used to log in to the teleconference.
6. **Please state your name, address, and whether you are representing only yourself or others.**

PROCEDURE FOR IN-PERSON PARTICIPATION (COUNCIL CHAMBERS)

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

PUBLIC COMMENT RULES FOR ALL MEETING PARTICIPANTS

1. Each speaker's comments are to be limited to 3 MINUTES.
2. Speakers are cautioned not to engage in conduct that disrupts, disturbs or otherwise impedes the orderly conduct of the Council meeting.
3. Speakers may not identify themselves as candidates for elective public office or make any statements which assist or discuss the campaign of a candidate for elective office or discuss or campaign for or against a ballot proposition (unless the ballot proposition is being considered as part of the City Council agenda item).

Please note: City Council Rules provide that no action will be taken by the Council at the meeting at which a subject is first introduced during the citizen comment period (Item 7 on the Agenda). Council may consider an item at a future meeting, thus you may wish to concisely state your concern and request placement of your matter on a future agenda. Staff will follow up with speakers as necessary.

CONSENT AGENDA

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

AGENDA ITEMS

If you wish to have an item placed on a Council agenda, a written request should be delivered to the City Manager's Office prior to noon on the Monday preceding the Council meeting. Assistance will be provided in preparing a request if you wish to contact the City Clerk at (509) 925-8614.

PUBLIC HEARINGS

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

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

**CITY OF ELLENSBURG
COUNCIL AGENDA
Council Chambers
501 North Anderson Street
Ellensburg, WA 98926
And virtually via Zoom
Monday, April 4, 2022
6:00 PM – Study Session
7:00 PM - Regular Meeting**

Study Session

1. Discussion on Amendments to Street Design Standards of ECC 15.410, Specific to Local Streets 7
 - Attachment 1_Draft Edits to ECC 15.410 Street Design Standards
 - Attachment 2_Sanders Mill Final Phase Vicinity Map
 - Attachment 3_Sanders Mill Zoomed In
 - Attachment 4_Benjamin's Corner Example Street Design
-

Pledge of Allegiance

1. Call to Order and Roll Call

2. Proclamations

- 2.A Child Abuse Prevention Month Proclamation 21
 - [Child Abuse Prevention Month 2022](#)
- 2.B National Safe Digging Month Proclamation 22
 - [National Safe Digging Month Proclamation 2022](#)

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 March 21, 2022 Regular Meeting 23
 - [3-21-22 Regular Meeting Minutes](#)
- 5.B Acknowledge Minutes of Boards and Commissions 27

UAC Minutes 2-17-22

5.C	Approve University Way Banner Request for Ellensburg Rodeo Parade - August 29 - September 5, 2022 University Way Banner Request - Ellensburg Rodeo	30
5.D	Authorization to Purchase Aerator for the Park Maintenance Division City of Ellensburg - 8070595-00 - 392022	31
5.E	Bid Call 2022-01 - Alder St - University Way to Dean Nicholson Boulevard and 14th Ave Trail and Signalization Project Bid Award Approval Letter 2022-0309 Recommendation of Award	37
5.F	Bid Award Bid Call No. 2022-06, 2022 City Property Groundskeeping	42
5.G	Bid Award Bid Call No. 2022-05 Cured-In-Place Sewer Line Rehabilitation	44
5.H	Resolution 2022-10 approving Gough & Glahn Street Tree Removal Request at 309 W 5th Avenue Gough & Glahn Tree Removal Request 309 W 5th Ave - Tree Removal Graphics Resolution 2022-10 - 309 W 5th Ave - Gough & Glahn Street Tree Removal	46
5.I	Bid Call 2021-18 Dolarway 15kV Circuit Breaker	51
5.J	Bid Call 2021-17 Dolarway 115kV Circuit Switcher	52
5.K	2022 Distribution Transformers Purchase	53
5.L	Resolution 2022-11 Approving Kittitas Valley Healthcare (KVH) Street Tree Removal Request at 603 S Chestnut Street KVH Tree Removal Request 2022-03-22 KVH Tree Removal exhibit 603 S Chestnut St - Tree Removal Graphics Resolution 2022-11 - 603 S Chestnut St - KVH Street Tree Removal	55
5.M	Reecer Creek Floodplain Mapping and Levee Certification Support Services Agreement with Aspect Consulting Aspect-Signed Levee Cert Support Contract Package	65
5.N	Approve April 4, 2022 Voucher Listing 4-4-2022 Voucher Listing	87

6. Petitions, Protests, and Communications

7. Citizen Comment on Non-agenda Issues

8. Business Requiring Public Hearings

- 8.A [Resolution Reaffirming City Owned Property Surplus to City Needs](#) 88
[Resolution 1963-17 \(Whitfield Triangle\)](#)
[Whitfield Triangle Resolution](#)

9. Introduction and Adoption of Ordinances and Resolutions

10. Unfinished Business

11. New Business

- 11.A [Ellensburg Poet Laureate 2022-2025](#) 95
[Marie Marchand Poet Laureate Application Packet](#)
[Poet Laureate Agreement](#)
- 11.B [Communications Update](#) 124

12. Miscellaneous

- 12.A Manager's Report 125
[4-4-22 Managers Report](#)
[Beverly Bridge Invitation](#)
- 12.B Councilmembers' Reports

13. Executive Session

14. Adjournment

Next Ord. 4886
Next Res. 2022-12



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: April 4, 2022

Item Title/Agenda Subject: Discussion on Amendments to Street Design Standards of ECC 15.410, Specific to Local Streets

Submitted by: Kirsten Sackett Community Development

Recommended Action or Motion: Discuss interests and provide direction to staff.

Background/Summary: In 2013 the City adopted a new land development code which revised the standards and guidelines for new development within the City and included new standards for street design. The new streetscape design requirements found within Ellensburg City Code (ECC) Chapter 15.410 call for a planting strip between the curb and the sidewalk (see Attachment #1). Subdivisions approved after 2013 have included this new planting strip. City Staff have received a request from a developer to consider allowing use of the previous street design standards for local access streets when completing subdivisions that were approved as preliminary plats prior to adoption of the 2013 city code.

Previous Council Action: The current land development code was adopted by City Council on December 2, 2013 via Ordinance No. 4656. In the intervening years, various amendments to the Code have been adopted by Council when staff has identified internal conflicts, recommended improvements to procedural requirements, or in an effort to bring the code into alignment with the Comprehensive Plan.

Analysis: ECC 15.410 outlines the street design requirements for three street types – arterial, collector, and local access streets. Within the attachment you will note that diagrams are provided for each of these street types with a cross section that includes the width of the travel lanes, center lands, bike lanes, planting strips and sidewalks.

Specific to local access streets, ECC 15.410.040(B) provides guidance for two different scenarios:

1. When sidewalks exist on one abutting end of a proposed development (without a planting strip), the new development is required to transition from the existing sidewalk to the new street section required by code. Construction plans are designed by the applicant's engineer and must be approved by the Public Works department.
2. When sidewalks exist on both abutting ends of a proposed project (considered to be "infill"), the applicant is able to petition the public works department to continue the existing street design (from the previous code). The current code provides additional requirements for allowing for this type of infill infrastructure.

The request from the local developer is to also allow for the pre-2013 street design standards to be used in the first scenario above.

The specific request received by staff is in regard to the final phase of the Sanders Mill subdivision located in the northwest quadrant of the City. Please refer to the second attachment which depicts the final, undeveloped portion of the subdivision. The original preliminary plat that was approved included this portion of land as the final phase. The developer then obtained approval for Final Platting in phases. This last phase was not able to be completed by the deadline set forth in the RCW for a variety of reasons, including the downturn in the economy and associated housing slump in the mid 2000's.

The developer has indicated that the civil plans for the entirety of the preliminary plat were designed up front, and have already been approved by the Public Works & Utilities Department. The developer requests the ability to utilize the completed plans to have continuity of streets within the development. The rest of the Sanders Mill Subdivision used the old street design standards which do not have the planting strip. You will note on the third attachment (a zoomed in image of the subdivision), that there are three streets with dead ends in the recently-constructed Phase 8 (to the east of the Palouse to Cascades trail). Per ECC 15.410.040(B)(1), there is only one abutting end of the street, which would necessitate transitioning into the new street design, which includes the planting strips.

As stated, the developer has requested that the City allow for use of the previously approved civil plans. Staff has considered various options for how to make this allowable within the code. One plausible suggestion would be to make an amendment to the code that would allow for a departure in the code section named above. Please refer back to the first attachment which does include some potential amendments to this section of code. Additional caveats, requirements, or restrictions could also be included as part of the amendments to narrow down when this departure would be allowable. Please also note that as drafted, this departure would only be allowable for local access streets.

Before pursuing this idea any further, staff would like to receive guidance from Council about whether to continue pursuing this potential code amendment.

To aid in the discussion, staff has provided an additional aerial photo that depicts an area of the city (off of 26th Ave.) which it currently being developed, and which is utilizing both the old and new street design standards.

Finally, please also note that within this code section, staff is also proposing two other modifications to the street design standards in order to comply with fire code requirements.

Financial Impact: N/A

Attachments:

[Attachment 1_Draft Edits to ECC 15.410 Street Design Standards](#)

[Attachment 2_Sanders Mill Final Phase Vicinity Map](#)

[Attachment 3_Sanders Mill Zoomed In](#)

[Attachment 4_Benjamin's Corner Example Street Design](#)

Chapter 15.410

STREETSCAPE DESIGN

Sections:

- 15.410.010 Purpose.
- 15.410.020 Arterial street design.
- 15.410.030 Collector street design.
- 15.410.040 Local access street design.
- 15.410.050 Multi-use pathways.

15.410.010 Purpose.

Streetscapes are typically defined as the areas between buildings that are occupied by the public street right-of-way and related street, sidewalk, and landscaping improvements, and any setback and yard areas on private property. Ellensburg's streetscapes are among the most important urban design features of the community, because their appearance, character and the impressions they evoke, create the public image of the city. Streetscape design also impacts the ability of residents and visitors to move from place to place. A high priority for the city is to create a multi-modal network of streets, where roads are shared by a combination of pedestrians, bicyclists, motorists, and transit users. To accomplish this goal, streets need to be both safe and attractive to these users.

This chapter provides a summary of street design provisions for the full range of street classifications. For the detailed design provisions, see Section 3, Street Standards, of the city's public works development standards. Standards and guidelines for the privately owned portions of the streetscape (setbacks/yards, landscaping and buildings) are addressed via site orientation standards in Chapter 15.510 ECC. [Ord. 4656 § 1 (Exh. O2), 2013.]

15.410.020 Arterial street design.

A. Purpose. Provide safe and attractive arterial streets to facilitate movement of multi-modal traffic through the city and to regional and community destinations. As mobility is the primary function of the arterial streets, access to property may be limited to accommodate traffic flow.

B. Implementation. Street section connections to existing curbs/sidewalks shall be as follows:

1. When curbs/sidewalks exist on one abutting end of proposed project, the new development shall transition from existing location to the new street section as provided by current code requirements.
2. When existing curbs/sidewalks exist on both abutting ends of a proposed project (infill), or along the frontage of the proposed project, the project applicant may petition the public works and utilities director for a departure from the code streetscape requirements. This departure, if granted, would allow for the continuation of the existing roadway section across the proposed development. As a condition of departure, the applicant shall be required to dedicate necessary rights-of-way to construct improvements and execute a deferral agreement to participate in a future project to construct said improvement(s) in accordance with ECC 4.06.060.

C. Principal Arterial Street Design.

1. Design. Principal arterials typically include two lanes of travel in each direction, a center/left turn lane, bicycle lanes, planting strips with street trees, and sidewalks. On-street parking may be included in single-family zones and in commercial zones where storefronts are permitted (see

Chapter 15.510 ECC). See Section 3, Street Standards, of the city's public works development standards for detailed standards.

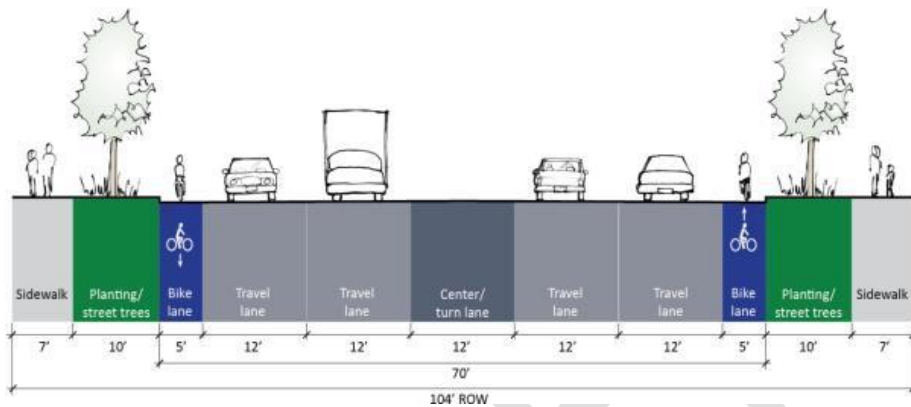


Figure 15.410.020(B). Cross-section of standards for typical new principal arterial streets with standard dimensions. Variations could include on-street parking lanes in single-family zones and commercial zones in special circumstances, and wider sidewalks with trees in grates in commercial zones.

D. Minor Arterial Street Design.

1. Design. Minor arterials typically include one lane of travel in each direction, a center/left turn lane, bicycle lanes, planting strips with street trees, and sidewalks. On-street parking may be included in single-family zones and in special circumstances in commercial zones. See Section 3, Street Standards, of the city's public works development standards for detailed standards.

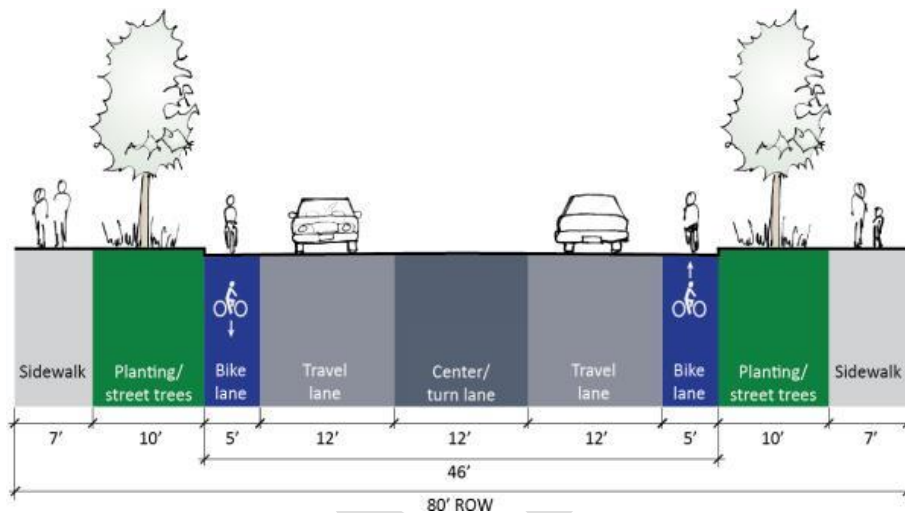


Figure 15.410.020(D). Cross-section of standards for new minor arterial streets located in commercial, industrial, and multifamily zones (with standard dimensions). Variations could include on-street parking lanes in single-family zones and commercial zones in special circumstances, and wider sidewalks with trees in grates in commercial zones.

[Ord. 4804 § 4, 2018; Ord. 4656 § 1 (Exh. O2), 2013.]

15.410.030 Collector street design.

- A. Purpose. Provide safe and attractive collector streets that balance mobility and access to encourage flow of traffic from neighborhoods and provide access to property.
- B. Implementation. Street section connections to existing curbs/sidewalks shall be as follows:
 1. When curbs/sidewalks exist on one abutting end of proposed project, the new development shall transition from existing location to the new street section as provided by current code requirements.
 2. When existing curbs/sidewalks exist on both abutting ends of a proposed project (infill), or along the frontage of the proposed project, the project applicant may petition the public works and utilities director for a departure from the code streetscape requirements. This departure, if granted, would allow for the continuation of the existing roadway section across the proposed development. As a condition of departure, the applicant shall be required to dedicate necessary rights-of-way to construct improvements and execute a deferral agreement to participate in a future project to construct said improvement(s) in accordance with ECC 4.06.060.
- C. Design. Collector streets typically include one lane of travel in each direction with shared auto and bicycle lanes, on-street parking, planting strips with street trees, and sidewalks. See Section 3, Street Standards, of the city's public works development standards for detailed standards.

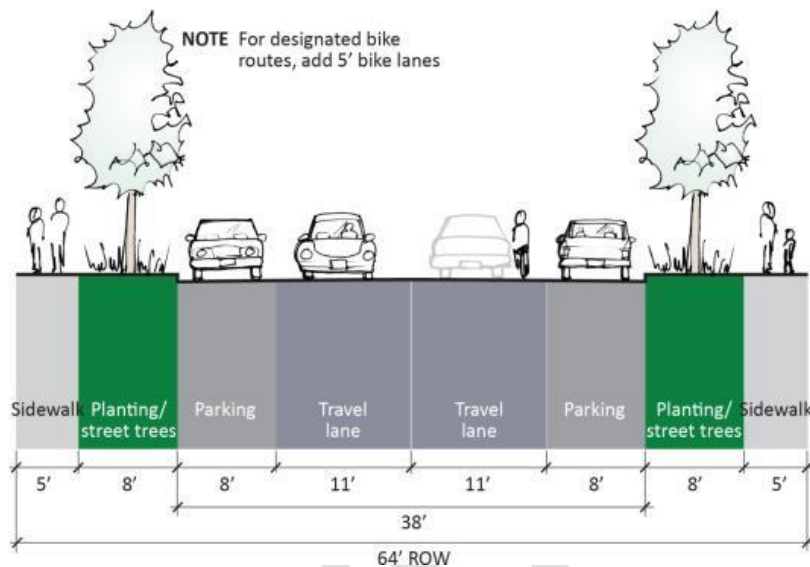


Figure 15.410.030. Cross-section of standards for collector streets (with standard dimensions). Variations could include removal of on-street parking lanes in single-family zones (where alleys and other provisions for off-street parking are provided to adjacent lots) and commercial zones in special circumstances, and wider sidewalks with trees in grates in commercial zones.

[Ord. 4804 § 4, 2018; Ord. 4656 § 1 (Exh. O2), 2013.]

15.410.040 Local access street design.

- A. Purpose. Provide safe and attractive local access streets that provide access to property.
- B. Implementation. Street section connections to existing curbs/sidewalks shall be as follows:
 1. When curbs/sidewalks exist on one abutting end of proposed project, the new development shall transition from existing location to the new street section as provided by current code requirements. The project applicant may petition the public works and utilities director for a departure from the code streetscape improvements. This departure if granted, would allow for the continuation of the existing roadway section into future phases of a development. The applicant must define the boundaries of the development proposed for exclusion from the new street scape requirements and comply with the departure criteria of ECC 15.210.060.
 2. When existing curbs/sidewalks exist on both abutting ends of a proposed project (infill), or along the frontage of the proposed project, the project applicant may petition the public works and utilities director for a departure from the code streetscape requirements. This departure, if granted, would allow for the continuation of the existing roadway section across the proposed development. As a condition of departure, the applicant shall be required to dedicate necessary rights-of-way to construct improvements and execute a deferral agreement to participate in a future project to construct said improvement(s) in accordance with ECC 4.06.060.

C. Design. There are three optional designs for local access streets, including 20-foot, 24-foot, and 30-foot-wide streets, to allow flexibility for subdivision design while accommodating functional access needs and community design goals. Travel lanes are shared auto and bicycle lanes. Planting strips with street trees and sidewalks are included on both sides of the street. See Section 3, Street Standards, of the city's public works development standards for detailed standards.

1. Continuity. The designs shall be consistent on individual blocks. An exception is for a hybrid design. An example would be a 20-foot street that integrates parking pockets on one side of the street.

2. Limitation for 20-Foot Streets. The 20-foot street is intended to be used only in special cases where there is available guest parking on nearby streets or additional off-street parking is provided within walking distance of homes. All dwelling units shall be within 500 feet (measured along sidewalks or other internal pathways) of available on-street or off-street guest parking equal to one space per dwelling unit, minimum. Developments may integrate parallel parking bulb-outs (see Figure 15.410.040) along these streets, provided the bulb-outs take up no more than 50 percent of the planting strip length. Use of this street type shall only be permitted when in compliance with the Fire Code. The 20-foot wide travel lane will be required to be increased to 26 feet when the block length exceeds fire code limitations.



Figure 15.410.040. Example of a local access street with integrated parallel parking bulb-outs.



The Ellensburg City Code is current through Ordinance 4879, passed October 4, 2021.

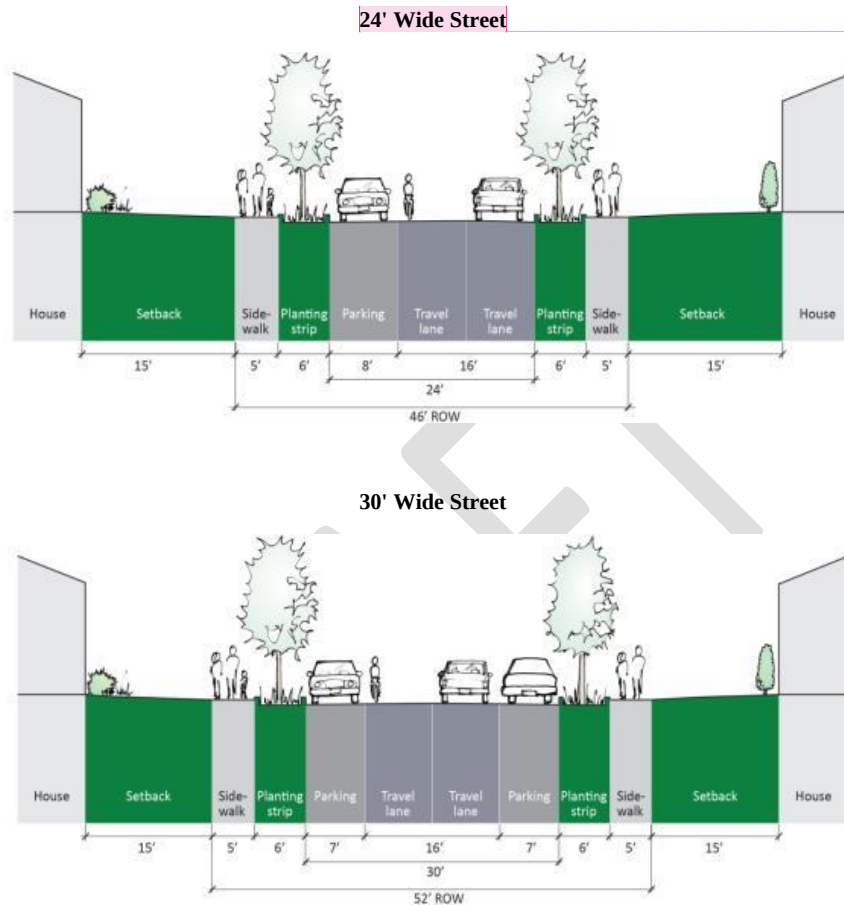


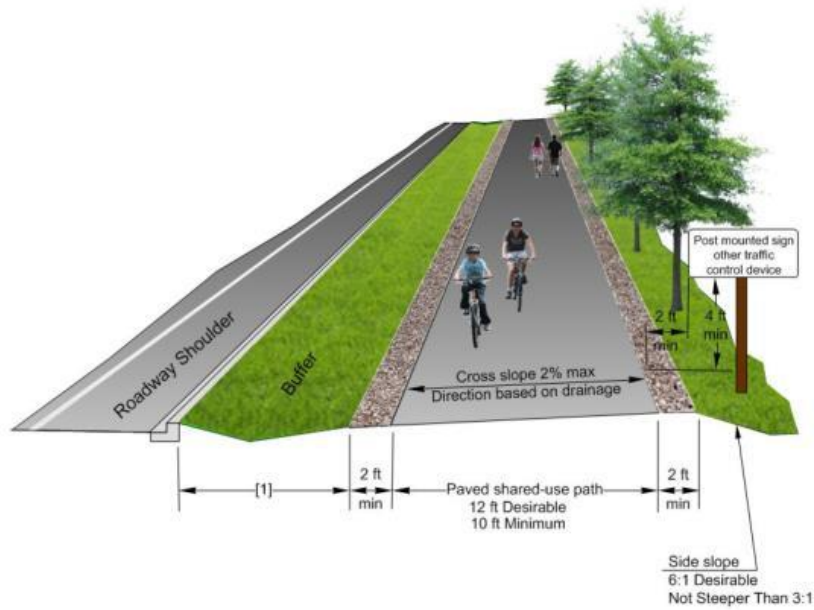
Figure 15.410.040. Cross-sections for local access street design options (with standard dimensions).

[Ord. 4804 § 4, 2018; Ord. 4656 § 1 (Exh. O2), 2013.]

15.410.050 Multi-use pathways.

- A. Purpose. Provide standards and guidelines for multi-use pathways in Ellensburg.
- B. Alternative to Standard Sidewalks. Multi-use pathways, designed per standards and guidelines herein, may be used in place of a standard sidewalk for all streets.
- C. Standards and Guidelines. Multi-use pathways shall be constructed to WSDOT's Shared Use Path design standards (Chapter 1515 of the WSDOT Design Manual). This includes a minimum paved width of 10 feet, with 12-foot pathways desirable in areas anticipating substantial use.

The Ellensburg City Code is current through Ordinance 4879, passed October 4, 2021.



Note:

[1] 3 ft minimum. Provide as much separation from the roadway as practicable.

Figure 15.410.050. Cross-sections for a multi-use pathway adjacent to a roadway with maximum speed of 35 mph or less, from Chapter 1515 of the WSDOT Design Manual.

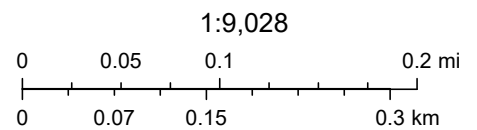
[Ord. 4656 § 1 (Exh. O2), 2013.]

Sanders Mill - Location of Final Phase



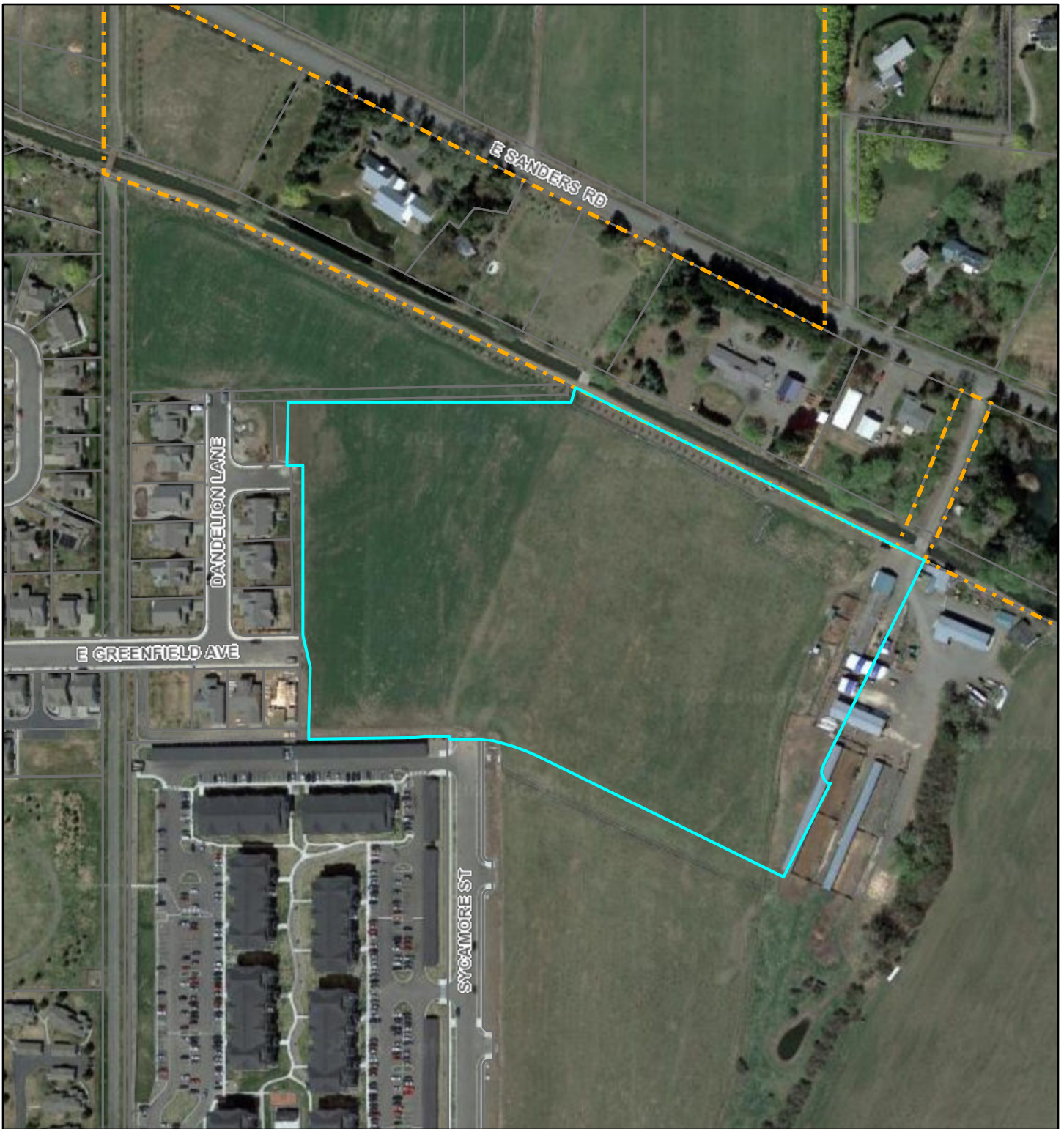
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- Urban Growth Area
- City Limits
- City Lot Lines



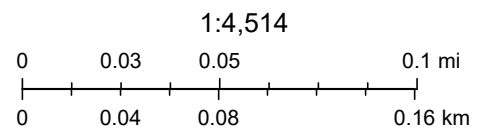
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Sanders Mill - Final Phase Zoomed In



3/29/2022, 8:12:00 AM

- Urban Growth Area
- City Limits
- City Lot Lines



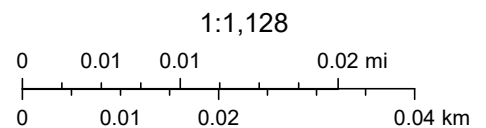
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Benjamin's Corner Plat - Old and New Streetscape Design



3/29/2022, 9:44:05 AM

-  Override 1
-  Urban Growth Area
-  City Limits



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City of Ellensburg

PROCLAMATION

Child Abuse Prevention Month

April 2022

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 a safe, stable, and nurturing environment; and

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

Now, therefore, the Ellensburg City Council hereby proclaims APRIL 2022 as 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 participate in efforts to support families, thereby preventing child abuse and strengthening the communities in which we live.

Signed this 4th day of April, 2022.

Mayor

Attest: _____
City Clerk



City of Ellensburg

PROCLAMATION

National Safe Digging Month

April 2022

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 4th day of April, 2022.

Mayor

Attest: _____

City Clerk



CITY OF ELLENSBURG

Date of Meeting

Time of Meeting

Place of Meeting

Minutes of City Council, Regular Meeting

March 21, 2022

7:00 PM

Council Chambers 501 North Anderson Street

Ellensburg, WA 98926

And remotely via Zoom

Pledge of Allegiance

Councilmember Winn led the Pledge of Allegiance

Mayor Pro Tem Goodloe asked for a moment of silence for the people of Ukraine.

1. Call to Order and Roll Call

Roll Call Present: Nancy Goodloe, Nancy Lillquist (present remotely via Zoom), David Miller, Monica Miller, Bruce Tabb, Adam Winn

Mayor Pro Tem Goodloe conducted the meeting due to Mayor Lillquist attending remotely.

Also present in person: City Manager Behrends Cerniwey, City Clerk Leader, Executive Assistant Gigstead and approximately ten members of the public

Also present remotely via Zoom: approximately five members of the public

2. Proclamations

3. Awards and Recognitions

4. Approval of Agenda

Councilmember Tabb moved to Approve the Agenda as presented. **Motion Approved 6-0.**

5. Consent Agenda

5.A. Approve Minutes of March 7, 2022 Regular Meeting

5.B. Approve Minutes of March 7, 2022 Joint Study Session with the Utility Advisory Committee

5.C. Acknowledge Minutes of Boards and Commissions

5.D. Approve University Way Banner Request for CWU Orientation - July 4 - 31, 2022

5.E. Approve University Way Banner Request for CWU Welcome Week - September 12-25, 2022

5.F. Lease Agreement with FISH Community Food Bank for the Community Garden

5.G. 2021-2023 Biennial Stormwater Capacity Grants

5.H. Award Bid Call 2021-14 Dolarway Substation Power Transformer

5.I. Approve March 21, 2022 Voucher Listing

Councilmember Elliott arrived remotely via Zoom at 7:03 pm

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

6. Petitions, Protests, and Communications

6.A. Board and Commission Appointments

Sarah Beauchamp was present to introduce herself and express her interest to serve on the Lodging Tax Advisory Committee.

Councilmember Winn moved to Approve appointment of Sarah Beauchamp to the Lodging Tax Advisory Committee. **Motion Approved 7-0.**

Jennifer Lubanski was present to introduce herself and express her interest in serving on the EBDA/CenterFuse Board.

Councilmember Elliott moved to Approve appointment of Jennifer Lubanski to the EBDA/CenterFuse Board. **Motion Approved 7-0.**

6.B. FISH Update by Peggy Morache, Executive Director

Peggy Morache, FISH Executive Director, was present to make two requests for city funding. The first request was for a one-time request of \$250,000 for the FISH capital campaign. The second request was for City funding of \$50,000 per year for the Community Thanksgiving, Community Christmas, and Weekend Nutrition for Children programs. The second request was for a three-year, fee-for-service agreement.

6.C. Airport Status and Master Plan Update by Ken Grannan, Airport Director for Kittitas County

Ken Grannan, Kittitas County Airport Director, presented an informational update on Bowers Field. Council asked questions of Mr. Grannan. No action was required and was for information only.

7. Citizen Comment on Non-agenda Issues

Fennelle Miller, 605 N Anderson St, spoke regarding her appreciation of Council's transparency and public participation process.

8. Business Requiring Public Hearings

9. Introduction and Adoption of Ordinances and Resolutions

10. Unfinished Business

10.A. Ellensburg Downtown Parking Plan Discussion

Heidi Behrends Cerniwey, City Manager, presented background information to Council regarding the parking plan.

Council asked questions of staff and discussed options available for future planning. Council consensus was to create a team to review further options for future parking availability, progressive fines for parking citations and violations, available parking for downtown events and public/private parking partnerships.

It was also requested the Lodging Tax Advisory Committee discuss ways to assist with promoting available parking for downtown events.

10.B. Pearl Street Promenade Discussion

Heidi Behrends Cerniwey, City Manager, presented information for discussion on the proposed closure of Pearl Street.

Councilmember Tabb moved to Approve that Council support the continued temporary closures consistent with how Pearl Street has previously been managed.

Mark Holloway, owner of D&M Coffee at 4th and Pearl Street, commented regarding temporary street closure and the development of Unity Park

Fennelle Miller, 605 N Anderson St, commented regarding downtown disabled parking availability

Blake Collins, 106 W 11th, commented on his support of temporary closure of Pearl Street

Council requested communication with Walker|Macy regarding the removal of the other two options for consideration, seasonal and permanent closures.

With no further discussion, **Motion Approved 7-0.**

11. New Business

12. Miscellaneous

12.A. Manager's Report

The City Manager reviewed the report.

She read a letter of appreciation for Ellensburg Police Department employees Cammie Dixon and Danielle Bertschi for their assistance with the car seat clinic.

12.B. Councilmembers' Reports

- Councilmember David Miller attended the Arts Commission meeting
- Councilmember Monica Miller attended the Library Board, Parks and Recreation Commission and Landmarks and Design Commission meetings. She encouraged the public to take the Be Heard Eburg survey for Ellensburg Community Cultural Arts Plan or participate in a Vision Session. She also praised staff on the Annual Report provided to Council
- Councilmember Tabb attended the Public Transit Advisory Committee, Affordable Housing Commission and Homeless Ad Hoc Committee meetings
- Councilmember Winn attended the Environmental Commission meeting and met with Commissioner Osiadacz regarding Lodging Tax
- Mayor Lillquist attended an Airport Advisory Committee, Utility Advisory Committee and Developmental Disabilities Advisory Committee meetings
- Councilmember Elliott attended the EBDA/CenterFuse, Planning Commission and KITTCOM Board meetings
- Councilmember Goodloe attended DEI Commission, Utility Advisory Committee and Homeless and Affordable Housing Committee meetings

13. Executive Session

14. Adjournment

Meeting adjourned at 8:40 pm

Mayor

ATTEST: _____
City Clerk



CITY OF ELLENSBURG

Utility Advisory Committee

Date of Meeting

February 17, 2022

Time of Meeting

3:30 PM

Place of Meeting

Council Conference & remotely via Zoom

Nancy Goodloe, Chairperson, term expires May 31, 2024

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

Nancy Lillquist, City Council, term expires May 31, 2022

Shane Scott, CWU, term expires May 31, 2025

Bryan Clark, KITTCOM, term expires May 31, 2023

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

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

1. CALL TO ORDER

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

2. ROLL CALL

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

Also present: Ryan Lyyski, Public Works & Utilities Director; Darren Larsen, Assistant Utilities Director; Derek Mayo, Engineering Services Manager; Kim Bowie, Operations Analyst; Darin Yusi, Gas Engineer; Buddy Stanavich, Power & Gas Manager; Heidi Behrends Cerniwey, City Manager; Paul Meyer, Electrical Engineer; Jon Morrow, Stormwater Manager; Ben Faubion, IT; Nicole Klauss, Public Information Officer; 1 other attendee & approximately 4 virtual attendees.

3. APPROVAL OF MINUTES

3.A. Approve minutes - January 20th, 2022 regular meeting minutes

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

4. APPROVAL OF CONSENT AGENDA

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

4.A. Joint Utility Trench Agreements (JUT) with Consolidated and Charter for Gateway

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

5. CORRESPONDENCE AND CITIZEN COMMENTS ON NON-AGENDA ITEMS

Paula McMinn spoke via virtual appearance regarding an article from the Seattle Times about gas stoves.

Sylvia Shriner spoke via virtual appearance requesting the City offer rebates for carbon monoxide alarms.

Meghan Anderson spoke via virtual appearance regarding building decarbonization in Washington state.

Chair Goodloe introduced Shane Scott, the new UAC representative from Central Washington University.

6. TELECOMMUNICATIONS UTILITY DISCUSSION ITEMS

6.A. Telecommunications Issues and Updates

Ben Faubion informed the committee there will be a joint City Council & UAC study session scheduled for Feb 22, 2022 at 6 pm regarding NoaNet's broadband feasibility study.

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

7.A. Natural Gas Rebate Program Modifications

Nancy Lilliquist move the committee approve modifying the smart thermostat rebates to follow the Bonneville Power Administration program and approve an additional rebate for natural gas furnace filters. Barry seconded. All in favor; **motion approved.**

Staff will look into available carbon monoxide alarm rebates.

7.B. Consultant Agreement - General Sewer System Plan Update and the Aeration System Improvements Pre-Design

Nancy Lilliquist move the committee forward a favorable recommendation to City Council that authorizes the Mayor to sign the attached professional services agreement with Kennedy Jenks Consultants, Inc. to update to the General Sewer Plan and complete the Aeration System Improvements Pre-Design phase. Sitton seconded. All in favor; **motion approved.**

7.C. Grant Agreement with the Washington State Dept. of Ecology for the "Ellensburg Aquifer Storage and Recovery Feasibility Study".

Nancy Lilliquist move the committee forward a favorable recommendation to City Council to authorize staff and Mayor to execute the attached for the "Ellensburg Aquifer Storage and Recovery Feasibility Study" Agreement with the Department of Ecology (DOE) and

the Consultant Agreement with Coho Water Resources. Barry seconded. All in favor;
motion approved.

8. INFORMATIONAL ITEMS

8.A. Department of Commerce - Energy Assistance Report

Buddy Stanavich shared a final bi-annual report has been submitted to The Department of Commerce in compliance with CETA on energy assistance the City provided.

8.B. Public Works & Utilities Issues and Updates

Staff gave updates for water, sewer, stormwater, gas & electric departments.

9. NEXT MEETING

9.A. March 17th, 2022 at 3:30 pm

10. ADJOURNMENT

With no further discussion, the meeting adjourned at 4:21 pm.

Kim Bowie

Recording Secretary

Drafted: 2/18/2022

Approved: 3/17/2022

Central Washington University

University Way Banner Request Form

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

Name of Event/Program: Ellensburg Rodeo

Contact Person: Megan Meeks Phone Number: 509-962-7831

Banner Hang Dates (Monday-Sunday): Mon 8/29 - Tues 9/6, 2022

- CWU Scheduling Center has reserved the banner dates.
Phone: 509-963-1321 or 509-963-1641, Email: schedule@cwu.edu
- This Banner is a maximum of 30' x 52" and a minimum of 24' x 48" with 3" turnback at the top and bottom of the banner that will allow steel cable to be strung through it. No grommets.
 - We recommend that wind flaps be cut into the banner to prevent wind damage



* Example of a correctly made banner.

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

Welcome Ellensburg Rodeo
Parade Fans!

Important Notes:

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

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

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

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

City of Ellensburg approved by: _____ Date: _____

Disapproval/Reasons: _____



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: April 4, 2022

Item Title/Agenda Subject: Authorization to Purchase Aerator for the Park Maintenance Division

Submitted by: Brad Case Parks and Recreation

Recommended Action or Motion: Authorize the purchase and necessary budget adjustments to purchase the aerator for the Parks Division.

Background/Summary: In an ongoing effort to improve park facilities, staff has identified the need to purchase a turf aerator.

Previous Council Action: NA

Analysis: The purchase of the aerator is necessary to maintain healthy turf in City parks and landscape strips. The total cost for the aerator, without tax is \$35,562.02 (with tax \$38,549.23) off the Sourcewell Cooperative Purchasing agreement of which the City is a member, contract number 062177.

Financial Impact: Funds were budgeted in the 2022 budget to purchase a turf aerator. The original amount budgeted for the aerator was \$31,200.00. Staff is requesting additional budget authorization of \$7,349.23 to be funded from the Sales Tax Reserve Fund.

Attachments:

[City of Ellensburg - 8070595-00 - 392022](#)



Date: March 9, 2022

Quotation for City of Ellensburg

Quote No:8070595-00

Prepared For:	Greg Hall	Quote No:	8070595-00
	City of Ellensburg	iQuote No:	96759
	501 N Anderson Street	Sales Person:	Kelly Bowen
	Ellensburg, WA 98926		kelly.bowen@western-equip.com
			(509) 701-1467

Summary

Configuration Name	Qty	Unit Price	Sub Total	Sales Tax	Total
010-ProCore 864	1	\$35,562.02	\$35,562.02	\$2,951.65	\$38,513.67
Totals:			\$35,562.02	\$2,951.65	\$38,513.67



Date: March 9, 2022

Quotation for City of Ellensburg

Quote No:8070595-00

Configuration Product Details 010-ProCore 864

Model	Product Description	Qty	Unit Price	Extended	Sales Tax	Total
09715	ProCore 864	1	\$34,135.92	\$34,135.92	\$2,833.28	\$36,969.20
09796	4 Tine 3/4in Head Set	4	\$229.32	\$917.28	\$76.13	\$993.41
108-9165	TINE-SIDE EJECT (AE6-575 -5)	32	\$6.44	\$206.08	\$17.11	\$223.19
120-1045	GUARD-TURF, 4-TINE (SHOR T)	2	\$46.93	\$93.86	\$7.79	\$101.65
120-1059	GUARD-TURF, 4-TINE (RH)	1	\$104.44	\$104.44	\$8.67	\$113.11
120-1060	GUARD-TURF, 4-TINE (LH)	1	\$104.44	\$104.44	\$8.67	\$113.11
Totals:						\$38,513.67



Date: March 9, 2022

Quotation for City of Ellensburg

Quote No:8070595-00

Standard Terms and Conditions

Prices, including all finance options, are valid for 30 days from date of quotation. Open Account Terms are N30, subject to credit approval. Used and demo equipment is in high demand and availability is subject to change. Delivery is FOB Destination, unless otherwise stated

Office Locations

Northern California:

3928 N.Blattela Lane
Fresno, CA 93727
Fax: (559) 277-7123

2438 Radley Court
Hayward, CA 94545
Fax: (510) 785-3576

11373 Sunrise Gold Circle
Rancho Cordova, CA 95742
Fax: (800) 241-1997

Southern California:

79-253 Country Club Drive
Bermuda Dunes, CA 92203
Fax: (760) 345-4297

955 Beacon Street
Brea, CA 92821
Fax: (800) 775-8873

2110 La Mirada Ste 100
Vista, CA 92083
Fax: (760) 734-4285

Pacific Northwest:

1750 Industrial Dr.NE
Salem, OR 97301
Ph: (503) 691-0250

5869 South 194th
Kent, WA 98032
Fax: (253) 872-6942

2824 East Garland
Spokane, WA 99207
Fax: (509) 483-7563



WARNING:

Cancer and Reproductive Harm-<http://www.P65Warnings.ca.gov>
For more information, please visit <http://www.ttcoCAProp65.com>

CALIFORNIA SPARK ARRESTER WARNING

Operation of this equipment in the State of California may create sparks that can start fires around dry vegetation. A spark arrestor may be required. The operator should contact local fire agencies for laws or regulations relating to fire prevention requirements.

The TORO logo is displayed in white capital letters on a red rectangular background.

ProCore® 864/1298

LARGE AREA AERATORS

F E A T U R E S

- Precision-balanced coring heads deliver remarkably smooth operation
- Impact resistant system withstands the most rugged conditions
- RotaLink™ delivers superior hole quality
- Oversized gear box for robust operation

Smooth operator.

The same ground-breaking technology that allowed the ProCore 648 to revolutionize greens aeration is available for large-area applications. The precision-balanced coring heads run smoothly, even in the raised position with the PTO engaged. This will save you valuable time in turn arounds and avoiding ground obstacles. The ProCore 864 and 1298 deliver exceptional aeration and productivity in an easy to use, robust design.



ProCore® 864



ProCore® 1298

ProCore® 864 & 1298 Specifications*

	PROCORE 864, MODEL 09715	PROCORE 1298, MODEL 09716
AERATION WIDTH	64 inches / 163 cm	98 inches / 249 cm
AERATION DEPTH	5 inches / 12.7 cm maximum*	5 inches / 12.7 cm maximum*
TRACTOR SIZE	30 HP @ PTO minimum 35 HP @ PTO recommended	40 HP @ PTO minimum 50 HP @ PTO recommended
TRACTOR CONNECTION	3-point Category 1 or 2	3-point Category 2
TRACTOR PTO	540 RPM	540 RPM
FORWARD HOLE SPACING (TRACTOR DEPENDENT)	Variable up to 4.5 inches / 11.4 cm	Variable up to 4.5 inches / 11.4 cm
LATERAL HOLE SPACING (TINE HEAD DEPENDENT)	1.3 - 2.6 inches / 3.3 - 6.6 cm	1.3 - 2.6 inches / 3.3 - 6.6 cm
# OF TINE HEADS	8	12
OVERALL WIDTH	67 inches / 170 cm	101 inches / 256.5 cm
HEIGHT	38.5 inches / 98 cm	38.5 inches / 98 cm
LENGTH	35 inches / 89 cm	35 inches / 89 cm
WEIGHT	1575 lbs / 714 kg	2300 lbs / 1043 kg
CERTIFICATION	ANSI B71.4-2017, CE and EU machinery directives	
WARRANTY	Two-year or 500-hour limited warranty. Refer to Operator's Manual for further details	

*Hole depths greater than 4 inches can only be achieved with 6.5 inch length tines and with turf holders removed. Some degradation in hole quality may be observed in this configuration.

TINE HEADS			
Model	Tine Heads:	Lateral Spacing	Mount Diameter
09737	Mini Tine Head (1 row of 6)	1.3"	3/8" (10 mm)
09736	Mini Tine Head (2 rows of 5)	1.6"	3/8" (10 mm)
09739	Needle Tine Head	1.6"	5 mm or 8 mm
09794	3 Tine Head	2.6"	3/4" (19 mm)
09796	4 Tine Head	2.0"	3/4" (19 mm)
09797	3 Tine Head HD	2.6"	7/8" (22 mm)
09719	QuickChange® 4-Tine	2.0" (5.1 cm)	3/4" (19 mm) or 7/8" (22 mm)

PRODUCTIVITY RATES					
Tractor Speed	Spacing	ProCore 864		ProCore 1298	
mph (km/hr)	Forward Hole Spacing	sq. ft. / hr.	(sq. m / hr.)	sq. ft. / hr.	(sq. m / hr.)
0.5 (0.8)	1.0" (25 mm)	14,400	(1,338)	22,050	(2,049)
0.8 (1.2)	1.5" (38 mm)	21,600	(2,007)	33,075	(3,073)
1.0 (1.6)	2.0" (51 mm)	28,800	(2,676)	44,100	(4,097)
1.3 (2.1)	2.5" (64 mm)	36,000	(3,345)	55,125	(5,121)
1.5 (2.5)	3.0" (76 mm)	43,200	(4,013)	66,150	(6,146)
1.8 (2.9)	3.5" (89 mm)	50,400	(4,682)	77,175	(7,170)
2.0 (3.3)	4.0" (102 mm)	57,600	(5,351)	88,200	(8,194)
2.3 (3.7)	4.5" (114 mm)	64,800	(6,020)	99,225	(9,218)

*Specifications and design subject to change without notice. Products depicted in this literature are for demonstration purposes only.
Actual products offered for sale may vary in use, design, required attachments and safety features. See distributor for details on all warranties.



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: April 4, 2022

Item Title/Agenda Subject: Bid Call 2022-01 - Alder St – University Way to Dean Nicholson Boulevard and 14th Ave Trail and Signalization Project

Submitted by: Josh Mattson Public Works & Utilities

Recommended Action or Motion: Award bid call 2022-01 to Western Excavating, Inc., in the amount of \$1,810,726.26, the lowest responsive and responsible bidder, and approve the necessary budget adjustments.

Background/Summary: Bids were received on Tuesday, March 8, 2022 for the above-mentioned project. Western Excavating, Inc. was the lowest responsive and responsible bidder in the amount of \$1,810,726.26. Staff recommend Council award the bid to Western Excavating, Inc.

The project will fill in the missing Palouse to Cascades (PTC) Reconnect Trail missing link from the existing PTC (previously named the John Wayne) trailhead at the Kittitas Valley Event Center (KVEC) on the west side of Alder Street north past University Way to the current end of the Reconnect Trail at Dean Nicholson Blvd/14th Ave. A 12-foot wide concrete trail will be installed with pedestrian street crossing improvements, traffic calming through roadway narrowing, lighting, benches, bike racks, landscaping, stormwater improvements, and a transit bus turnout.

The project also includes signal upgrades at the intersection of University Way and Alder St and the installation of a new warranted traffic signal at the intersection of Alder St and Dean Nicholson Blvd/14th Ave with pedestrian crossing improvements, video detection, and improved lighting. Existing parking on the north side of 11th Ave will be converted from parallel to diagonal for one block west of Alder St.

The City of Ellensburg was successful in securing funding for the project through a 2020 Urban Arterial Program (UAP) grant

award from the Washington State Transportation Improvement Board (TIB).

The project was bid with one schedule for the Alder St and 11th Ave frontage and street improvements including curb/gutter, pedestrian crossing improvements, 12-foot wide concrete trail, stormwater improvements, tree plantings, buffer strips, asphalt paving, pavement markings, signage, transit improvements, street furniture, lighting, signal upgrades, and new signal installation.

Central Washington University (CWU) donated an easement for a portion of the new trail from Dean Nicholson Blvd south to the CWU Music Hall driveway. SCJ Alliance designed and prepared bid specifications for this project, Bid Call #2022-01. City staff will provide construction contract administration.

Previous Council Action:

December 21, 2020 Regular Council Meeting - Council adopted Resolution 2020-38 amending the Six-Year Transportation Improvement Plan (TIP) 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.

April 5, 2021 Regular Council Meeting - Council authorized the City Manager to execute the 'Cost Plus Fixed Fee' contract with SCJ Alliance in the amount of \$203,978 for preliminary engineering design and right of way acquisition as needed for the project.

Analysis:

The project was advertised, and bids were received as follows:

Western Excavating, Inc.:	\$1,810,726.26
Belsaas and Smith Construction:	\$1,890,629.00
Pro Grade Enterprises, Inc.:	\$2,086,418.95
Larry Brown Construction, Inc.:	\$5,139,239.55
Engineer's Estimate:	\$1,572,425.00

The low bid submitted by Western Excavating, Inc. is above the engineer's estimate due to significant increases in material and fuel costs. Larry Brown Construction's original bid of \$1,866,002.05 was revised to \$5,139,239.55 due an error in the submitted unit bid pricing.

Financial Impact:

The total project is estimated to cost \$1,810,726.26. Due to elevated construction costs, TIB increased the UAP award funding by \$156,997 to a total of \$1,203,647. Park Impact Fee funding in the amount of \$200,000 and Traffic Impact Fee funding in the amount of \$407,079.26 will provide the City match for the project. Adequate budget exists in the Traffic Impact Fee Fund and additional budget is needed in the Park Impact Fee Fund, which will reduce the ending fund balance.

Attachments:

[Bid Award Approval Letter](#)

[2022-0309 Recommendation of Award](#)



Washington State Transportation Improvement Board

TIB Members

Chair
Councilmember Sam Low
Snohomish County

Vice Chair
Mayor Glenn Johnson
City of Pullman

Amy Asher
Mason Transit Authority

Aaron Butters, P.E.
HW Lochner Inc.

Susan Carter
Hopelink

Barbara Chamberlain
WSDOT

Elizabeth Chamberlain
City of Walla Walla

Chad Coles, P.E.
Spokane County

Mike Dahlem, P.E.
City of Sumner

Commissioner Al French
Spokane County

Commissioner Scott Hutsell
Lincoln County

John Klekotka, P.E.
Port of Everett

David Ramsay
Feet First

Les Reardanz
Whatcom Transportation Authority

Steve Roark, P.E.
WSDOT

Ruth Robertson
Budget Assistant of the Governor

Peter Rogalsky, P.E.
City of Richland

Councilmember Jan Schuette
City of Arlington

Jennifer Walker
Thurston County

Jane Wall
County Road Administration Board

Ashley Probart
Executive Director

P.O. Box 40901
Olympia, WA 98504-0901
Phone: 360-586-1140
Fax: 360-586-1165
www.tib.wa.gov

March 11, 2022

Mr. Ryan Lyyski, P.E.
Public Works Director
City of Ellensburg
501 North Anderson Street
Ellensburg, WA 98926-3112

Dear Mr. Lyyski:

Based on your Updated Cost Estimate for the Alder Street project, TIB # 8-4-175(020)-1, your authorized TIB funds are \$1,203,647, which reflects an increase of \$156,997.

You may now award the construction contract.

We would be happy to assist you with any questions. You can contact Andrew Beagle, TIB Project Engineer, at (360) 586-1151 or via e-mail at AndrewB@TIB.wa.gov.

Sincerely,

Ashley Probart
Executive Director

cc: Jerica Pascoe, *Finance Director*
Derek Mayo, *City Engineer*
Josh Mattson, *Assistant City Engineer – Capital Project Manager*



Recommendation of Award

March 9, 2022

Derrick Mayo
501 North Anderson Street
Ellensburg, WA 98926

RE: University Way to Dean Nicholson Boulevard – 14th Ave Trail and Signalization Project
Project Bid Call#: 2022-01
Ellensburg, WA

Dear Mr. Mayo:

SCJ Alliance has reviewed the bid proposals submitted on March 8, 2022, for the subject project. Based upon the bid proposal received, accepted, and meeting the contract requirements, we recommend awarding the contract to Western Excavating Incorporated in the bid amount of \$1,810,726.26.

If you have any questions, feel free to give me a call at (509) 886-3265.

Respectfully,
SCJ Alliance

Dan Ireland, PE
Project Manager

Cc: None

Attachment: None





CITY COUNCIL AGENDA REPORT

City Council Meeting Date: April 4, 2022

Item Title/Agenda Subject: Bid Award – Bid Call No. 2022-06, 2022 City Property Groundskeeping

Submitted by: Dan Davis Public Works & Utilities

Recommended Action or Motion: Award Bid Call 2022-06 to Elevation Contracting Inc. the lowest responsive and responsible bidder.

Background/Summary: Bids were opened March 17, 2022 for the 2022 City Property Groundskeeping Project. Elevation Contracting Inc. was the low bidder in the amount of \$115,695.32. Staff recommend that Council award the bid to Elevation Contracting Inc., the lowest responsive and responsible bidder.

In order to consolidate landscaping maintenance requests and provide competitive pricing, the City solicited bids for groundskeeping work, including lawn care, sprinkler maintenance, and sterilization. The project includes work to be performed at various sites broken down into schedules A-F, according to City Department.

Previous Council Action: No previous Council Action.

Analysis: The project was advertised and the bids were received as follows:

Elevation Contracting Inc.	\$115,695.32
----------------------------	--------------

<i>Engineer's Estimate</i>	<i>\$126,714.18</i>
----------------------------	---------------------

The bid submitted by Elevation Contracting Inc. is below the engineer's estimate.

Financial Impact: The bid price from Elevation Contracting Inc. for this project consists of the following schedules of work:

Schedule "A" – General Sites	\$38,975.22
------------------------------	-------------

Schedule "B" – Stormwater Utility Sites	\$57,869.34
---	-------------

Schedule "C" – Water Utility Sites	\$7,793.96
Schedule "D" – Electrical Utility Sites	\$9,821.04
Schedule "E" – Natural Gas Utility Sites	\$ 845.52
Schedule "F" – IT Sites	\$ 390.24
Total	\$115,695.32

Adequate expenditure authority for each of these schedules exists within the respective budgets.



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: April 4, 2022

Item Title/Agenda Subject: Bid Award Bid Call No. 2022-05 Cured-In-Place Sewer Line Rehabilitation

Submitted by: Mike Helgeson Public Works & Utilities

Recommended Action or Motion: Staff is recommending City Council award Bid Call #2022-05 to Insituform Technologies, LLC, the lowest responsive and responsible bidder, and approve the necessary budget adjustments.

Background/Summary: The 2022 Sewer Budget contains funding for the City's annual Cured-in-Place project. The 2022 project includes the rehabilitation of approximately 2,820 feet of 8" sewer line, and approximately 410 feet of 10" sewer line. Also included is the reconnection of approximately 55 side services.

Bids were solicited for the rehabilitation of the approximate 3,230 linear feet of 8" & 10" concrete and vitreous clay sewer line. Bids were opened on Wednesday, March 2, 2022.

Previous Council Action: City Council at its December 7, 2020 meeting approved the Cured In Place Sewer Line Rehabilitation Project through the adoption of the 2021/2022 biennial budget.

Analysis: Bids were solicited utilizing the formal bid process and four bids were received:

1. Insituform Technologies	\$172,838.38
2. Michel's Corporation	\$281,699.08
3. Columbia Pumping & Construction	\$287,976.52
4. Insta-Pipe, Inc	\$302,647.27

Bid amounts include sales tax (8.4%)

Funding was budgeted in 2021 and 2022. The 2021 project was delayed in anticipation of the funding being carried forward into the 2022 budget to allow for a larger project scope with an anticipated lower price per lineal foot.

The Utility Advisory Committee at its March 17, 2022 meeting forwarded a favorable recommendation to City Council to award bid call 2022-05 to Insituform Technologies, LLC.

Financial Impact:

Staff is requesting the \$100,000 included in the 2021 funding be carried forward and added to the 2022 budget through the Supplemental Budget process. Adequate funding will then exist in the 2022 Sewer budget to complete the work.



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: April 4, 2022

Item Title/Agenda Subject: Resolution 2022-10 approving Gough & Glahn Street Tree Removal Request at 309 W 5th Avenue

Submitted by: Erin McGowan Public Works & Utilities

Recommended Action or Motion: Adopt the attached resolution authorizing Chris Gough and Tyler Glahn to remove the designated street tree.

Background/Summary: Tyler Glahn is requesting permission to remove one street tree at 309 W 5th Avenue to create room for a new stormwater retention area. Chris Gough, the frontage property owner, has given his consent for the tree removal and will work with Tyler Glahn and City Staff to find an appropriate location for an approved replacement tree. The tree is a Flowering Plum, located in the planter strip on 5th Avenue.

Tree Condition: The Flowering Plum is in good condition.

City Infrastructure damage: None.

Tree Maintenance activity by City: None known.

Species suitability to location: The Flowering Plum is on the approved street tree list. It is classified as a small tree but is beginning to interfere with the overhead communication lines.

Private damage claims processed by the City: None known.

Previous Council Action: None

Analysis: Removal of the trees is necessary to accommodate the new stormwater retention area. The tree will be replaced with a species on the Approved Street Trees List.

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

Attachments:
[Gough & Glahn Tree Removal Request](#)

309 W 5th Ave - Tree Removal Graphics

Resolution 2022-10 - 309 W 5th Ave - Gough & Glahn Street Tree Removal

Erin McGowan
City of Ellensburg
Stormwater Tech/Urban Horticulturist
501 N Anderson St
Ellensburg WA 98926

3/16/2022

Dear Erin,

Please request city council approval to remove one tree between the city curb and sidewalk on the west side of the alley between 309 W 5th ave and 503 N water. The tree will be replaced in an area approved by Chris Gough frontage property owner. The purpose of this tree removal is to allow room for a storm retention area so we can pave the alley. See attached picture.



Chris Gough

Tyler Glahn

Chris Gough
Tyler Glahn

(206) 769 7638

Attachment 1 – Flowering Plum on 5th Avenue



RESOLUTION NO. 2022-10

A RESOLUTION authorizing Chris Gough and Tyler Glahn to remove one street tree located at 309 W 5th Avenue;

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, Chris Gough and Tyler Glahn have requested permission to remove one street tree in order to install a new stormwater retention area;

WHEREAS, City Stormwater and Street Tree Utility Program Manager has reviewed the condition of the tree 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. Chris Gough and Tyler Glahn are authorized to remove one street tree located at 309 W 5th Avenue. Approval is conditioned upon Chris Gough and Tyler Glahn first receiving a Street Tree Permit and Public Works Permit from the City of Ellensburg Public Works & Utilities Department for removal of the tree at Chris Gough and Tyler Glahn's expense including removal of the stump, and replanting one street tree from the City's Street Tree List in the City right of way in an approved location, within one year.

Section 2. A \$200 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 tree.

ADOPTED by the City Council of the City of Ellensburg this April 4, 2022.

MAYOR

CITY CLERK



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: April 4, 2022

Item Title/Agenda Subject: Bid Call 2021-18 Dolarway 15kV Circuit Breaker

Submitted by: Paul Meyer Public Works & Utilities

Recommended Action or Motion: Award the Dolarway 15kV Circuit Breaker bid to the lowest qualified responsive and responsible bidder Siemens Industries, Inc., in the amount of \$54,167.48 including tax.

Background/Summary: The Public Works and Utilities Light Department published Bid Call 2021-18 for the purchase of two (2) 15kV Circuit breakers. These circuit breakers are planned to be installed at the City's Dolarway Substation. This installation is part of the Dolarway Substation Improvement project as part of the City's Electric Utility System Plan.

Previous Council Action: Bid Call 2021-14 Dolarway Substation Power Transformer 3/21/2022 and the Dolarway (D1) Substation Design and Improvements Agreement for Professional Services 9/7/2021.

Analysis: Staff received one (1) bid in the amount of \$ 54,167.48 including tax from Siemens Industry Inc. After detailed analysis of the bid staff determined that Siemens Industry is a responsive and responsible bidder, and recommends they be awarded the bid. The Utility Advisory Committee was advised of the bids at the March 17, 2022 meeting.

Financial Impact: The original estimate for this equipment was \$63,000 and the lowest responsive bid was for \$54,167.48 including tax. The adopted 2022 Electric Utility Fund budget includes the purchase of this equipment.



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: April 4, 2022

Item Title/Agenda Subject: Bid Call 2021-17 Dolarway 115kV Circuit Switcher

Submitted by: Paul Meyer Public Works & Utilities

Recommended Action or Motion: Award the Dolarway 115kV Circuit Switcher bid to the lowest responsive and responsible bidder Southern States, LLC in the amount of \$68,996.60 including tax.

Background/Summary: The Public Works and Utilities Light Department published Bid Call 2021-17 for the purchase of a 115kV Circuit Switcher. This circuit switcher is planned to be installed at the City's Dolarway Substation. This installation is part of the Dolarway Substation Improvement project as part of the City's Electric Utility System Plan.

Previous Council Action: Award of the Dolarway Substation Power Transformer, Bid Call 2021-14, was approved by Council on March 21, 2022. The Dolarway (D1) Substation Design and Improvements Agreement for Professional Services was approved by Council on September 9, 2021.

Analysis: Staff received three (3) bids and after detailed analysis of the bids staff determined that the lowest bid by Siemens Industry Inc. was non-responsive due to lack of detailed submittal information. Therefore, the lowest responsive and responsible bid in the amount of \$68,996.60 including tax was from Southern States LLC and staff recommends that they be awarded the bid. The Utility Advisory Committee was advised of the bids at the March 17, 2022 meeting.

Financial Impact: The original estimate for this equipment was \$95,800 and the lowest responsive and responsible bid was for \$68,996.60 including tax. The adopted 2022 Electric Utility Fund budget includes the purchase of this equipment.



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: April 4, 2022

Item Title/Agenda Subject: 2022 Distribution Transformers Purchase

Submitted by: Paul Meyer Public Works & Utilities

Recommended Action or Motion: Authorize City Manager to approve the Purchase of Distribution Transformers and approve the required budget adjustments.

Background/Summary: The Light Department annually budgets and publishes a bid for electrical distribution transformers. These transformers are used for capital construction projects and to replenish inventory. Bid Call 2022-03 consisted of three schedules: one for single phase pad mounted transformers, one for three phase pad mounted transformers and one for single phase pole mounted transformers. Staff received 2 bids and at the March 7, 2021 meeting City Council rejected these bids as non-responsive and directed staff to request quotes directly from suppliers for the purchase of the distribution transformers.

Previous Council Action: Council approved Resolution to Reject All Bids for Distribution Transformers, Bid Call No. 2022-03 on March 7, 2022.

Analysis: Staff negotiated directly with distributors and received pricing for the purchase of distribution transformers.

For schedule A single phase pad mount transformers and schedule C single phase pole mounted transformers staff received pricing from General Pacific for Howard Industrial transformers, Schedule A \$225,883.92, Schedule C \$128,138.56 for a total of \$354,022.48, including tax.

For Schedule B three phase pad mount transformers staff received pricing from WEG transformers for \$273,881.28, including tax.

Financial Impact: The engineers estimate for the purchase of these transformers is \$375,000. The total cost for the purchase of the three schedules is \$627,903.76, plus tax, or 67% over the engineers estimate. This increase is due to recent market conditions.

These materials are essential to the operations of the Electrical Utility and must be purchased. The 2022 budget has funds budgeted for the purchase of the distribution transformers but will require a budget adjustment of approximately \$470,000 to accommodate the increase in costs, sufficient fund balance exists to accommodate the additional cost. Transformers are billed to developers as they are installed and those revenues will offset the impact to fund balance.



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: April 4, 2022

Item Title/Agenda Subject: Resolution 2022-11 Approving Kittitas Valley Healthcare (KVH) Street Tree Removal Request at 603 S Chestnut Street

Submitted by: Erin McGowan Public Works & Utilities

Recommended Action or Motion: Adopt the attached resolution authorizing KVH to remove the designated street trees.

Background/Summary: Berger Partnership, a Landscape Architecture\Urban Design Consultant for KVH, is requesting permission to remove 23 street trees at 603 S Chestnut Street. KVH will be remodeling the adjacent Orthopedic Clinic and would like to update the campus planting aesthetic with more drought tolerant plantings. This update would include the removal and replacement of trees in declining health and some that were planted too close to structures. The proposed removal includes 20 European White Birch, 2 Manhattan Blue Eastern Red Cedar and 1 Limber Pine all located along Chestnut Street and Spokane Avenue.

Tree Condition: The European White Birch are in declining health and are exhibiting signs of a bronze birch borer infestation. They have sparse foliage in the upper canopy and dead branches in the upper crown. The Manhattan Eastern Red Cedars and Limber Pine are in good health.

City Infrastructure damage: None.

Tree Maintenance activity by City: None, the trees are maintained by KVH.

Species suitability to location: The European White Birch are exhibiting signs of a bronze birch borer infestation and require treatment or removal. The Manhattan Eastern Red Cedars and Limber Pine were planted too close to the existing building.

Private damage claims processed by the City: None known.

Previous Council Action: None.

Analysis: Removal of the trees is appropriate. The trees are in declining health or were planted too close to structures. The new landscape design would incorporate a least 26 new street trees that are more drought tolerant. Berger Partnership will work with City Staff on selecting tree species that are suitable for the location and approved for use in the right of way.

Financial Impact: No direct cost to the City--the cost will be borne by the applicant.

Attachments:

[KVH Tree Removal Request](#)

[2022-03-22 KVH Tree Removal exhibit](#)

[603 S Chestnut St - Tree Removal Graphics](#)

[Resolution 2022-11 - 603 S Chestnut St - KVH Street Tree Removal](#)

3.22.22



Ellensburg City Council
c/o Erin McGowan
City of Ellensburg
501 N. Anderson St.
Ellensburg, WA 98926

Re: Street Tree Removal and Replacement, Kittitas Valley Healthcare

Dear Councilmembers,

We are working with the Kittitas Valley Healthcare on creating a new landscape plan for their campus. The goal of the project is to refresh the campus, provide an updated planting aesthetic, reduce the amount of lawn and replace with more drought-tolerant plantings, and replace some trees that are beginning to fail or that are planted very close to structures. As part of this project, we are proposing to remove and replace the following street trees along Spokane Ave and Chestnut Street (please also see attached PDF exhibit showing street trees proposed for removal in orange):

- 20 *Betula pendula* (European White Birch)
- 2 *Juniperus virginiana* 'Manhattan Blue' (Manhattan Blue Eastern Red Cedar)
- 1 *Pinus flexilis* (Limber Pine)

The total proposed tree removal is 23 trees. The *Betula pendula* are in poor health and declining. We have provided some photos taken of the birch trees last summer where it is easier to see the condition. There are indications of a potential bronze birch borer infestation including significant amounts of dead and dying branches and tree tops. We are retaining the one largest specimen that appears to be in good condition.

The *Juniperus virginiana* and *Pinus flexilis* are in fine health and are being proposed for removal because of their proximity to the building façade. We would like to remove and replant trees further from the building that allow for more light into the south building façade.

We will be replacing the removed trees with no less than 26 new deciduous trees in the right-of-way. We will work with city staff on the species selection for these new street trees. Thank you for your consideration.

3.22.22
Erin McGowan
City of Ellensburg
Re: Street Tree Removal and Replacement, KVH
Page 2 of 2



Sincerely,
Berger Partnership PS

A handwritten signature in black ink, appearing to read "Jason Henry".

Jason Henry
Principal, PLA, ASLA, LEED AP

A handwritten signature in black ink, appearing to read "Anna O'Connell".

Anna O'Connell
Associate, PLA

c: Ken Camarata (KDA), Brian Andringa (KDA), Ron Urlacher (KVH)

encl: 2022-03-22 KVH Tree Removal exhibit.pdf

Birch photos.pdf

LEGEND

- EXISTING TREES TO REMAIN
- EXISTING TREES TO BE REMOVED
- PROPERTY LINE

MATCHLINE, SEE SHEET L0.00

KVH HOSPITAL

SPOKANE AVENUE

CHESTNUT STREET

REVISION	DATE

These drawings are the sole property of KDA Architecture and may not be reproduced without permission.

DD / CD
PROGRESS
PRINT

KDA ARCHITECTURE

1310 North 16th Avenue, Yakima, WA 98902
Phone: 509.425.1023
www.kdaarchitecture.com

berger

KDA
Hospital
Site
Improvement

Kittitas Valley
Healthcare
Ellensburg, WA

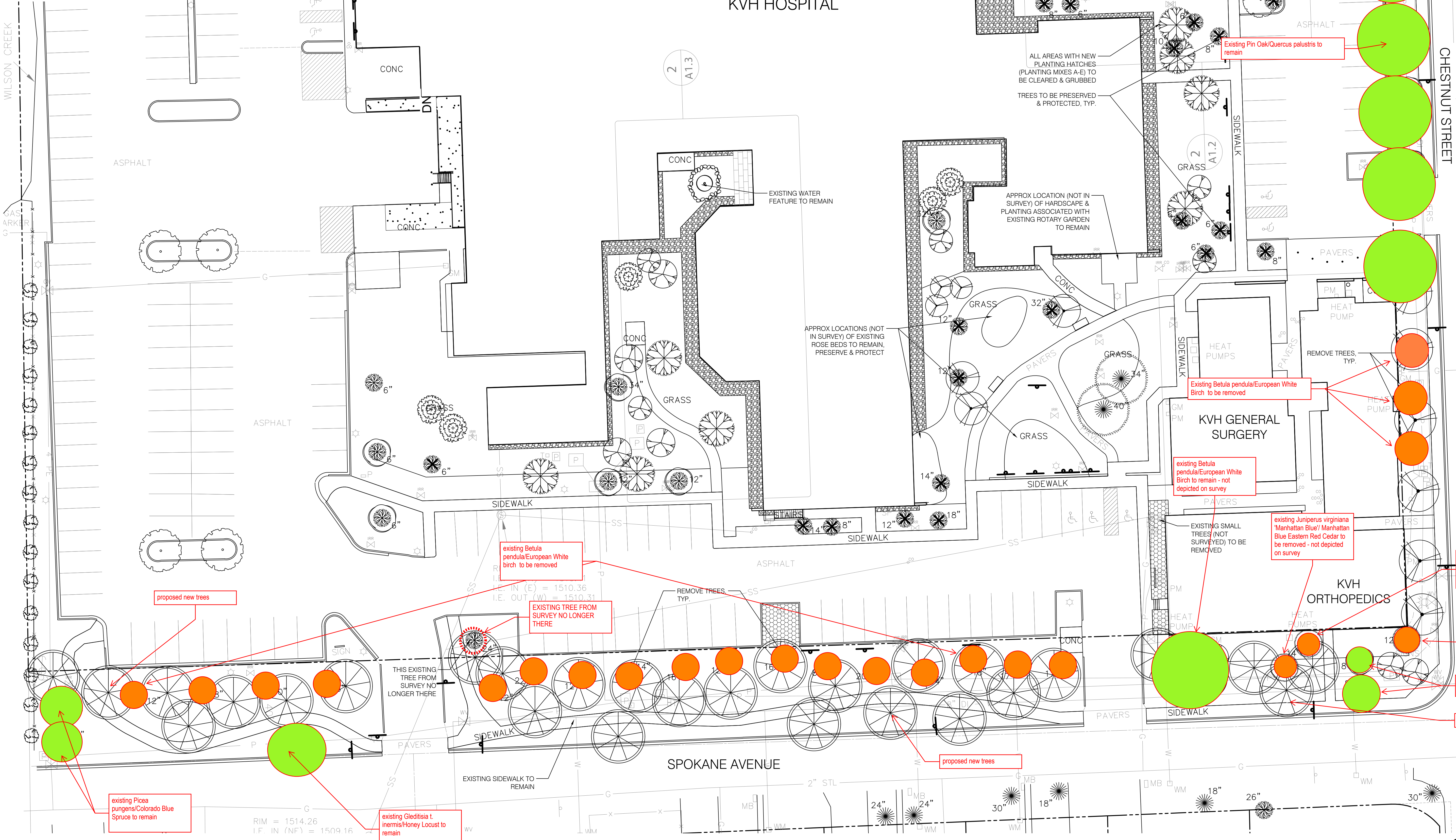
existing Juniperus virginiana
'Manhattan Blue'/ Manhattan
Blue Eastern Red Cedar to
be removed

SCALE: 1" = 20'

JOB: 202105

Site Demo Plan
- South

SHEET:
L0.01



1 SITE DEMO PLAN - SOUTH
SCALE: 1"=1'-0"

European White Birch, Manhattan Eastern Red Cedar, Limber Pine at 603 S Chestnut Street





Above 4 Images: European White Birch taken in August 2021. Exhibiting signs of bronze birch borer infestation, parse foliage in the upper canopy and dead branches in the upper crown.



Above: European White Birch along Spokane Avenue



Above: Manhattan Eastern Red Cedar



Above: Limber Pine

RESOLUTION NO. 2022-11

A RESOLUTION authorizing Kittitas Valley Healthcare to remove twenty-three street trees located at 603 S Chestnut Street;

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, Kittitas Valley Healthcare has requested permission to remove twenty-three street trees that are in declining health or were planted too close to structures;

WHEREAS, City Stormwater and Street Tree Utility Program Manager has reviewed the condition 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. Kittitas Valley Healthcare is authorized to remove twenty-three street trees located at 603 S Chestnut Street. Approval is conditioned upon Kittitas Valley Healthcare 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 Kittitas Valley Healthcare's expense including removal of the stumps, and replanting twenty-three 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 \$4,800 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 tree.

ADOPTED by the City Council of the City of Ellensburg this April 4, 2022.

MAYOR

CITY CLERK



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: April 4, 2022

Item Title/Agenda Subject: Reecer Creek Floodplain Mapping and Levee Certification Support Services Agreement with Aspect Consulting

Submitted by: Jon Morrow Public Works & Utilities

Recommended Action or Motion: Authorize Public Works and Utilities Director to sign the agreement with Aspect Consulting and approve the necessary budget adjustments.

Background/Summary: Aspect Consulting, LLC has been helping the City with design/permitting and certification work for the past several years for future construction of a new bridge and levee on Dolarway Road. In 2020 the City bonded to acquire the land and pay for construction of the project. The bridge, flood swales and levee were previously designed with Stormwater Utility funds. At that time, Kittitas County initiated a project to update flood maps to reflect new FEMA flood standards which necessitated FEMA certification of the new bridge and levee before construction. Aspect was hired to work with the County Flood District and their consultant, Watershed Sciences, to re-model the existing design and redesign the project to the new FEMA flood standards (elevation changes and tying to existing high ground). Prior to this work commencing, the County committed one million dollars towards the project to help with redesign and construction. In order to pay Aspect for this work, the County required an Interlocal Agreement (ILA) to reimburse the City, and for all future work (amendments to Aspect's contract) would require additional or amended ILA's.

The work required to certify the bridge and levee certified through FEMA is called a Conditional Letter of Map Revision (CLOMR) - a letter that indicates a proposed project would be recognized by FEMA. Once a project that has received a CLOMR is constructed, FEMA reviews the "As-built" certification to ensure it meets proposed standards and can then issue a revision to the Flood Insurance Rate Map (FIRM). The original contract scope and fee with Aspect must be expanded to reflect the added elements of design and

modeling for the CLOMR. The Bond requires that 85% of the funds be spent by March 6, 2023. The CLOMR process with FEMA could likely take up to an additional year to complete the certification. Because of the Bond requirements, elements of the project will need to proceed to construction, concurrent with the CLOMR certification process. The agreement with Aspect allows the City achieve three things: 1) it provides services to continue with the CLOMR process; 2) provides three separate bid packages to phase construction appropriately; and 3) allows the City to meet the requirements of the Bond. Each bid package will have a revised engineer's estimate to reflect the costs for bridge, flood swales and levee with the current inputs.

Previous Council Action: Council authorized the Public Works and Utilities Director to sign Amendment #2 of the original contract with Aspect on January 4, 2021 for Conditional Letter of Map Revision (CLOMR) certification services.

Analysis: The Bond covenants require 85 percent be spent by March 6, 2023. Staff anticipate the CLOMR certification work will be completed in early 2023. The agreement attached would have the Bond pay for the continued certification work, while at the same time provide three new bid packages so the project can proceed. Reimbursement from Kittitas County will be addresses through a future Interlocal Agreement for the attached scope of work and a portion of the construction cost from the remaining balance of the County Flood District committed one million dollars in funding.

Financial Impact: The cost of this contract, including management reserve, is \$136,052. Funding for the project, including this contract, is from the 2020 Waterworks Bond and the County's committed funds. Budget for the balance of the Waterworks Bond will need to be carried-forward from 2021 and the balance of the County's commitment added for 2022.

Attachments:
[Aspect-Signed Levee Cert Support Contract Package](#)

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF ELLENSBURG
AND
ASPECT CONSULTING, LLC**

**RELATING TO: Reecer Creek Floodplain Mapping and Levee Certification Support
Services**

THIS TIME AND MATERIALS STANDARD BILLING RATE CONTRACT is made and entered into this _____ day of _____, 2022 ("Effective Date"), by and between THE CITY OF ELLENSBURG, a Washington municipal corporation (hereinafter called the "CITY") and (ASPECT CONSULTING), a LLC authorized to do business in the state of Washington (hereinafter called the "CONSULTANT"). This CONTRACT continues services initiated under a prior contract between CITY and CONSULTANT dated the 13th Day of February 2020.

1. RECITALS.

1.1. The CITY desires to obtain professional services for work related to the Reecer Creek Floodplain Mapping and Levee Certification Support Services 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, 2023. 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 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 \$30,000 or 25% of the Maximum Compensation as shown in Section 5 of this Agreement. The amount included for the Management Reserve Fund is \$30,000.00. 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 \$136,052. This amount is the maximum amount to be paid under this Agreement and shall not be exceeded without prior written authorization from CITY in the form of a negotiated and executed amendment of this Agreement.

5.2. The budget for each task is as set forth in the attached Exhibit D. Budgets for task(s) may be modified upon mutual agreement between the two parties, but in any event, the total payment to CONSULTANT shall not exceed the maximum amount per Section 5.1 above.

6. RELATIONSHIP OF PARTIES.

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

6.2. Employees of the CONSULTANT, while engaged in the performance of any work or services under this Agreement, shall be considered employees of the CONSULTANT only and not of the CITY, and claims that may arise under the Workman's Compensation Act on behalf of said employees while so engaged, and any and all claims made by a third party as a consequence of any negligent act or omission on the part of the CONSULTANT'S employees while so engaged, on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility

of the CONSULTANT. On or before the Effective Date, CONSULTANT shall file, maintain and/or open all necessary records with the Internal Revenue Service and the State of Washington, and as may be required by RCW 51.08.195, to establish CONSULTANT's status as an independent contractor.

7. OWNERSHIP OF DOCUMENTS.

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

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

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

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

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

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

9.2. The CONSULTANT shall comply with all requirements of applicable federal, state or local laws or regulations issued pursuant thereto, relating to the establishment of non-discriminatory requirements in hiring and employment practices and assuring the service of all persons without discrimination as to any person's race, creed, color, religion, national origin, status as a military veteran, marital status, gender, sexual orientation, disability or other legally protected classification.

10. SUBCONTRACTING.

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

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

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

11. SUPERVISION, INSPECTION AND PERFORMANCE.

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

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

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

performed. CONSULTANT shall be responsible for the professional standards, performance, and actions of all persons and firms performing the Services under this Agreement. CONSULTANT shall, without additional compensation, correct any specific breach of a contractual obligation in the Services and revise any errors or omissions in any plans, designs, drawings, specifications, reports, and other products prepared under this Agreement.

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

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

14. TERMINATION.

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

14.2. The CITY may terminate this Agreement, in whole or in part and at any time, in writing if CONSULTANT substantially fails to fulfill any or all of its material obligations through no fault of CITY. If CITY terminates all or part of this Agreement for default, CITY shall determine the amount of Services satisfactorily performed to the date of termination and the amount owing to CONSULTANT using the criteria set forth below; provided that (a) no amount shall be allowed for anticipated profit on unperformed Services or other work, and (b) any payment due to CONSULTANT at the time of termination may be adjusted to the extent of any additional costs CITY incurs or will incur because of CONSULTANT's default. In such event, CITY shall consider the actual costs incurred by CONSULTANT in performing the Services to the date of termination, the amount of Services originally required which was satisfactorily completed to the date of termination, whether the Services or deliverables were in a form or of a type which is usable and suitable to CITY at the date of termination, the cost to CITY of either completing the Services itself or employing another firm to complete the Services in addition to the inconvenience and time which may be required

to do so, and other factors which affect the value to CITY of the Services performed to the date of termination. Under no circumstances shall payments made under this provision exceed the Schedule of Charges. This provision shall not preclude CITY from filing claims and/or commencing litigation to secure compensation for damages incurred beyond that covered by withheld payments.

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

15. INDEMNIFICATION/HOLD HARMLESS.

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

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

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

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

16. INSURANCE.

16.1. The CONSULTANT shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, its agents, representatives, employees or subcontractors.

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

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

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

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

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

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

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

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

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

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

16.5. Other Insurance Provisions. The insurance policies are to contain, or be

endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

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

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

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

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

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

16.8. Cancellation. CONSULTANT will provide notice to the CITY of any 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 Stormwater
Attention: Jon Morrow
501 N. Anderson
Ellensburg, WA 98926

ASPECT Consulting LLC
Attention: John Knutson
1106 N 35th Avenue
Yakima, WA 98902

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

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

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

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

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

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

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

Exhibit A – Scope of Work

Exhibit B – Schedule for the Work

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

Exhibit D – Budget for Each Task

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

CONSULTANT:

By: 

Printed Name: **John Knutson, PE**

Title: **Principal Water Resources Engineer**

Tax ID#: **91-2149055**

THE CITY OF ELLENSBURG:

By: _____

Printed
Name: _____

Title: _____

ATTEST: _____
Clerk

Approved as to Form:

City Attorney

Reecer Creek Floodplain Mapping and Levee Certification Support Services – Phase 2

Scope of Work

Aspect Consulting LLC

Prepared March 16th, 2022

Background

Aspect Consulting, LLC (Aspect) has developed this Scope of Work to provide continuing consulting services to the City of Ellensburg for the **Reecer Creek Floodplain Mapping and Levee Certification Support Services Project** (Project). The goal of the Project is ultimately to design, construct, and FEMA certify the overall Reecer Creek Flood Protection System between Interstate 90 and University Way.

The Project has been progressing in a phased manner. To date, Aspect has provided the following services:

- ✓ *Coordinated with the City, Kittitas County FCZD, the FCZD's consultant (Watershed Science and Engineering), and FEMA regarding levee construction and certification standards, modeling methods, planned improvements; and potential changes needed to meet FEMA's standards and updated flood modeling approaches and results.*
- ✓ *Completed a Final Design Package and Bidding Documents for Lower Levee to I-90 Bridge Connection. Aspect subsequently updated the design to account for backwater flooding from the Yakima River, which is higher than the Reecer Creek flood elevation.*
- ✓ *Prepared a Levee Technical Report to support the levee certification and FEMA Conditional Letter of Map Revision (CLOMR) process. The Technical Report documents that the existing and proposed levee system complies with the federal CFRs governing levee certification. Aspect also performed unplanned work related to missing compaction data for the existing levee system and development of a Levee System Operation and Maintenance Plan (Levee O&M Plan).*

Along with the work conducted under the prior phase of this Project, Aspect previously completed a Final Design Package and Bidding Documents for the proposed Upper Levee (north of Dolarway Road) and associated floodplain swale network and Dolarway Road relief culvert.

Since completion of the above work, further discussions have occurred between the City, County, stakeholders, adjacent landowners, FEMA, and other interested parties. The outcome of discussions include:

- ✓ *Some stakeholders prefer that the upper end of the proposed levee north of Dolarway Road terminate on dry ground just below where Whiskey Creek passes from the eastside to the westside of West University Way.*
- ✓ *Discussions with FEMA indicate that some armoring on the I-90 embankment just southwest of the Reecer Creek Bridge outlet might help secure FEMA's agreement that*

the Reecer Creek Flood Protection system can be terminated at the downstream end of the I-90/Reecer Creek Bridge while still allowing the levee system to be certified. The armor would reinforce the argument that the I-90 freeway grade will not “unravel” and allow floodwater to cross from the westside to the eastside of I-90 (back into the area protected by the Lower Reecer Creek Levee).

- ✓ *The City has committed to constructing some new components of the Reecer Creek Flood Protection System on an accelerated timeframe, potentially while the CLOMR process is still underway. These components will need to be separated out, finalized and prepared for bidding (Dolarway Road relief culvert and roadway changes, floodplain swale segments, and portions of the new levee).*

The scope of work provided below addresses these three items plus additional ongoing coordination and support by Aspect as interagency discussions, floodplain mapping, and the CLOMR process continue. It is assumed that coordination and support services will continue through 2023.

Scope of Work

Scope of Work provided below addresses:

- ✓ *Task 1 – Revise the final design and bidding package for the upper levee and swale network to reflect the levee terminating on high ground just south of where Whiskey Creek crosses under West University Way. This work will include updating and segmenting the construction plans, specifications, cost estimate, and bid documents to allow the City’ to bid and award the advance construction of some new components.*
- ✓ *Task 2 – Update the Reecer Creek Levee Technical Report to reflect the design changes made in Task 1.*
- ✓ *Task 3 – Provide additional coordination with the City, County, FEMA, and others during the design update and levee certification and CLOMR processes, covering through 2023.*
- ✓ *Task 4 – Management Reserve Fund*
- ✓ *Optional Task 5 – If required by FEMA, prepare a final design and bidding package to place a blanket of armor stone on the I-90 embankment just south of the Reecer Creek bridge outlet. This work will be incorporated into the prior lower levee to I-90 connection design/bidding package. It is assumed that approximately 2 ft of existing embankment material will be removed and replaced with armor stone (no net fill) for approximately 50 ft south of the Reecer Creek bridge outlet. Existing utilities will be investigated but it is assumed that no survey or geotechnical work will be required. Doing this work would also result in the need to update the Reecer Creek Levee Technical Report*

Aspect’s project management time is embedded in each task.

Task 1: Revise Upper Levee and Swale Design Package

Aspect will develop a Revised Final Design Package for the planned upper levee. Aspect’s Task 1 services include:

- 1.1. Prepare revised design and construction drawings, plans, and profiles reflecting the upper levee terminating on dry ground on City property just south of where Whiskey

Creek crosses under West University Way. This will also involve revising the alignment of the easternmost floodplain swale along with associated TESC and planting plans.

- 1.2. Divide the construction plans, TESC plans, and details into two to three discrete phases so the City can bid some advance work (Dolarway Road relief culvert and roadway changes, floodplain swale segments, and portions of the new levee).
- 1.3. Prepare specifications tailored to each discrete phase of work.
- 1.4. Prepare revised final materials quantities and construction cost estimates separated into each construction phase.
- 1.5. Prepare the revised final bid schedules for each phase.
- 1.6. Complete internal QA/QC review on the revised design and bidding packages, make any associated changes, and provide the revised final packages to the City.

Task 1 Deliverables

- *Revised Final Upper Levee Design Packages (PDF format). Each package will contain:*
 - *Revised final topographical basemap, design, TESC on 11" x 17" plan sheets.*
 - *Revised final Revised Final standard details and specifications.*
 - *Revised final special provisions and specifications.*
 - *Revised final engineers estimate of probable project cost.*
 - *Revised final bid schedule.*

Task 1 Assumptions

- *No new survey or geotechnical work is needed.*
- *No utility conflicts.*
- *No design review cycle by the City.*
- *No permitting or agency coordination support.*

Task 2: Update the Levee Technical Report

Aspect will update the Levee Technical Report to reflect design changes from Task 1. Aspect's Task 2 services include:

- 2.1. Review and update the prior Levee Technical Report as needed to reflect design changes from Task 1. Examples of necessary updates include:
 - Updating text and replacing exhibits depicting the upper levee and swale alignment.
 - Updating freeboard profiles based on the new upper levee alignment.
 - Replacing design drawings as needed.
- 2.2. Prepare the revised Levee Technical Report to support the CLOMR and certification process.

Task 2 Deliverables

- *Revised final Levee Technical Report (PDF format).*

Task 2 Assumptions

- *No review cycle on the Revised Levee Technical Report.*

Task 3: Coordinate with City, County, and FEMA During Design Updates and Levee Certification and CLOMR Processes

Aspect will continue to coordinate with the City, County, FEMA, and other agencies and stakeholders as needed during the project, covering 2022 and 2023. Potential Task 3 services include:

- 3.1 Prepare for and hold project status meetings with the City.
- 3.2 Prepare for and hold project team meetings with the City, County, and WSE.
- 3.3 Prepare for and hold agency coordination or information meetings with FEMA, Ecology, and USACOE.
- 3.4 Prepare for and hold miscellaneous stakeholder or agency meetings that may arise (WDFW, Yakama Nation, MCFEG, property owners, etc.).
- 3.5 Acquire or develop levee related documents and materials as requested by FEMA.
- 3.6 Coordinate with WSE regarding flood modeling updates and products.

Task 3 Deliverables

- *Miscellaneous meeting materials (PDF format).*

Task 3 Assumptions

- *Task 3 services continue to approximately December 30, 2023.*
- *Meetings are by video conference.*
- *Coordination effort is uncertain; therefore Task 3 services will be provided on flexible time and materials basis not to exceed the Task 3 budget without authorization from the City.*

Task 4: Management Reserve Fund

Due to the uncertain nature of the some of the scope of work, a Management Reserve Fund and Task 4 is established to cover unforeseen costs and/or reimburse Aspect for additional work beyond that already defined in Tasks 1 through 3 above. Aspect will not utilize Task 4 funds without written authorization from the City. Potential Task 4 services include:

- 4.1 Additional meetings and coordination efforts with the City, County, WSE, FEMA, Ecology, and USACOE.
- 4.2 Additional stakeholder or agency meetings that may arise (WDFW, Yakama Nation, MCFEG, property owners, etc.).
- 4.3 Additional technical analyses and/or reports related to levee certification.

- 4.4 Additional design/redesign work or review cycles arising out of levee certification analyses or permitting processes.
- 4.5 Other related services as requested by the City.

Task 4 Deliverables

- *To be defined on a case by case basis.*

Task 4 Assumptions

- *When authorized in writing by the City, Task 4 services will be provided on a time and materials basis.*

Optional Task 5: Update the Lower Levee to I-90 Bridge Connection Design to Include Armoring on the Southwest I-90 Embankment

This work will only proceed if determined necessary through additional discussion with FEMA. If it proceeds, Aspect will develop a Revised Final Design Package for the lower levee to I-90 bridge connection that includes an approximately 50 ft long armor blanket placed on the I-90 freeway embankment south of the Reecer Creek bridge outlet. Aspect's Task 5 services would include:

- 5.1 Complete a site visit to review conditions in the vicinity of the Reecer creek bridge outlet.
- 5.2 Gather and review existing survey, geotechnical, structural, flood, utility, easement, and as-built data for the outlet side of the I-90 bridge.
- 5.3 Assess the adequacy of existing data, extend the project topographic basemap to cover the proposed armoring area.
- 5.4 Complete calculations and prepare a plan sheet and details for the proposed armoring.
- 5.5 Update project specifications and special provisions as needed.
- 5.6 Prepare armoring materials quantities and updated construction cost estimate.
- 5.7 Prepare an updated bid schedule.
- 5.8 Complete internal QA/QC review and on the revised lower levee to I-90 bridge connection design and bidding package, make any associated changes, and provide the revised final package to the City

Optional Task 5 Deliverables

- *Revised Final Lower Levee to I-90 Bridge Connection Design Package (PDF format):*
 - *Revised final topographical basemap, design, TESC on 11" x 17" plan sheets.*
 - *Revised final standard details and specifications.*
 - *Revised final special provisions and specifications.*
 - *Revised final engineers estimate of probable project cost.*
 - *Revised final bid schedule.*

Optional Task 5 Assumptions

Exhibit A – Scope of Work

- *No survey or geotechnical work is needed.*
- *No major utility conflicts.*
- *No design review cycle by the City.*
- *No permitting support.*

Schedule for Phase 2 Services

Aspect will commence work upon receiving notice to proceed from the City. Completion of the work is dependent upon agencies and entities outside Aspect's control therefore preparing a firm completion schedule is not possible. However, Aspect will strive to complete Phase 2 by approximately December 2023. Assuming notice to proceed in early April, completion of select advance design packages under Task 1 will be completed by approximately June 1, 2022.

Exhibit C – Consultant Rate Schedule



SCHEDULE OF CHARGES

Effective January 2022

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		\$290
Principal Scientist/Engineer/Analyst 1		\$275
Sr. Associate Scientist/Engineer/Analyst		\$254
Associate Scientist/Engineer/Analyst		\$238
<i>Technical Professionals</i>		
Senior Scientist/Engineer/Analyst 3		\$238
Senior Scientist/Engineer/Analyst 2		\$224
Senior Scientist/Engineer/Analyst 1		\$209
Project Scientist/Engineer/Analyst 3		\$192
Project Scientist/Engineer/Analyst 2		\$178
Project Scientist/Engineer/Analyst 1		\$166
Staff Scientist/Engineer/Analyst 3		\$153
Staff Scientist/Engineer/Analyst 2		\$138
Staff Scientist/Engineer/Analyst 1		\$128
PERSONNEL CHARGES: TECHNICAL AND PROJECT SUPPORT STAFF		Hourly Rate
<i>Field/Construction Staff</i>		
Field/Construction Supervisor		\$140
Field Technician 2		\$114
Field Technician 1		\$105
<i>Design, CAD, and Graphics Staff</i>		
Engineering Designer		\$166
Sr. CAD Technician/Specialist		\$148
CAD Technician		\$130
<i>Technical Editing and Project Operations</i>		
Sr. Technical Editor		\$132
Technical Editor / Project Coordinator 3		\$120
Project Coordinator 2		\$112
Project Coordinator 1		\$105
PERSONNEL CHARGES: TECHNOLOGY AND SOFTWARE DEVELOPMENT		Hourly Rate
Sr. Technology Project Manager		\$246
Technology Project Manager		\$228
Senior Software/Database Architect/Developer		\$234
Software/Database Architect/Developer		\$207
OTHER DISBURSEMENT CHARGES		
Legal Testimony (4-hour minimum)		\$350/hr
Mileage		Federal Gov Rate Plus 15%
Subcontractors and Miscellaneous Expenses		Cost Plus 15%
Other equipment, rentals, and expenses will be provided on a per job basis.		

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.

Exhibit D – Task Budgets

Task Title	Labor	ODC	Subs	Total
Task 1. Revise Upper Levee & Swale Design Package	\$24,354			\$24,354
Task 2. Update the Levee Technical Report	\$7,522			\$7,522
Task 3. Coord w/City, Co., FEMA, Others (thru 2023)	\$59,806	\$200		\$60,006
Task 4. Management Reserve Fund	\$30,000			\$30,000
Opt. Task 5. Update Lower Levee I-90 Bridge Connect.	\$15,054	\$100		\$15,154
Total Project Budget	\$135,752	\$300		\$136,052

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.

 3/20/22
AUDITING OFFICER DATE

CLAIMS VOUCHERS AUDITED AND CERTIFIED BY THE AUDITING OFFICER HAVE BEEN RECORDED ON THE ATTACHED LISTING, WHICH HAS BEEN MADE AVAILABLE TO THE COUNCIL AS OF THIS **4TH DAY OF APRIL 2022**. THE COUNCIL, BY A VOTE, HAS APPROVED FOR PAYMENT THE VOUCHERS INCLUDED IN THE AB OVE LIST AND FURTHER DESCRIBED AS FOLLOWS:

Claims Fund				Total Amounts
Check #'s	156889	TO	157036	\$ 931,222.09
EFT #'s	5396	TO	5421	\$ 872,442.39

Payroll Fund				Total Amounts
Check #'s	95683	TO	95690	\$ 8,868.81
Direct Deposits	66755	TO	66973	\$ 404,276.80

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

ATTEST: _____
CITY CLERK



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: April 4, 2022

Item Title/Agenda Subject: Resolution Reaffirming City Owned Property Surplus to City Needs

Submitted by: Brad Case Parks and Recreation

Recommended Action or Motion: Conduct the public hearing and consider adoption of the attached resolution reaffirming that the Whitfield Triangle is surplus to City needs.

Background/Summary: In 1933 the City accepted a land donation from Kittitas County which included what is now Reed Park and the Whitfield Triangle. While Reed Park was developed into a community park, Whitfield Triangle has remained a small landscaped area consisting of turf, irrigation system, and juniper bushes.

Conditions under which the land was originally donated included a provision that the property remain in public ownership, however in 1963 Kittitas County authorized the City to surplus and sell the property, and the City declared the property surplus through Resolution No. 1963-17, which also included certain conditions for sale of the property. The reasons cited by Kittitas County to allow for the surplus of the property have not changed, and the property is still not suitable for public park purposes.

Previous Council Action: At its December 20, 2021 meeting, the Council provided direction to staff on the following items regarding the Whitfield Triangle surplus resolution as outlined in ECC 2.06.080:

- **Element # 1 - Whether to continue with surplus action on one or both parcels (Whitfield Triangle and Catherine Park).** The Council decided to move forward with the surplus of Whitfield Triangle but elected to hold off on the surplus of Catherine Park.
- **Element # 2 - Recommendation as to which fund the proceeds from the sale of should be credited.** The Council determined that the proceeds of the sale Whitfield Triangle would go back into the Parks and

Recreation Department budget.

- **Element # 3 - Whether the subject parcel(s) should be transferred for a public benefit purpose as provided in RCW 39.33.015 (for affordable housing) through a special disposition process.** The Council elected not to consider Whitfield Triangle for this purpose.
- **Element # 4 - Whether covenants or restrictions should be imposed in conjunction with sale/disposition.** The Council identified two covenants or restrictions: 1) that the buyer of the property maintain the property as it currently is until it's developed, and 2) that the future residential building on the Whitfield Triangle site does not exceed 4,000 square feet.

Analysis:

The Craig's Hill neighborhood is currently served by wide range of recreational facilities and open space. In addition to Reed Park, a 4-acre City park located one block from Whitfield Triangle, and there are two other neighborhood parks located within one mile of Whitfield Triangle. Mountain View Park, the City's largest neighborhood park, is located .60 miles from Whitfield Triangle and Veterans Memorial Park is .35 miles away. There is also open space and developed recreational amenities located at Ellensburg High School and Valley View Elementary School, both schools are located within .50 miles of Whitfield Triangle. Whitfield Triangle, due to its size, shape, and topography, would be a challenging and potentially expensive property to develop beyond anything more than passive open space.

The City has been contacted by Whitfield Triangle neighbors who have expressed their concerns with the surplus and preference for the City to either retain the property as open space or have additional restrictions put in place on any future residential development of the property. From a legal standpoint, City Council already declared the property surplus through adoption of Resolution 1963-17, which also included additional conditions for sale of the property that are no longer pertinent. The new proposed resolution would reaffirm that portion of Resolution 1963-17 declaring the property surplus to the City's needs, repeal Section 2 of Resolution 1963-17 (sales conditions) and add the new conditions of sale as reviewed above.

Financial Impact:

Surplus of the property would bring additional revenue into the Parks & Recreation Department.

Attachments:

[Resolution 1963-17 \(Whitfield Triangle\)](#)
[Whitfield Triangle Resolution](#)

WHEREAS the City of Ellensburg acquired the hereinafter described real estate from Kittitas County for park purposes as provided in the deed of conveyance recorded in Volume 52 of Deeds, page 542; and

WHEREAS Kittitas County has by appropriate resolution of the Commissioners consented to the sale of said property; and

WHEREAS said property is not suitable for public park purposes and its sale will provide much needed funds for other capital park expenditures; and

WHEREAS it is for the public interest that certain restrictions, covenants and reservations be contained in any deed of conveyance, and that said property be sold for residential purposes only;

NOW, THEREFORE, the City Council of the City of Ellensburg, Washington, DO RESOLVE as follows:

Section 1: That the following described real estate is hereby abandoned by the City of Ellensburg for public park purposes and is declared to be surplus property of the City to-wit:

Lot 15, Block "F" LEE'S SUBDIVISION OF SECOND RAILROAD ADDITION TO THE CITY OF ELLENSBURG, in the County of Kittitas, State of Washington.

Section 2: That said real estate be offered for sale under sealed bids subject to the following terms and conditions:

- a. The purchaser and his successors in interest shall agree that said property shall be used for residential purposes only;
- b. That no portion of the roof of a dwelling built on said premises shall exceed a height of fifteen feet above the highest grade of the abutting northerly alley.
- c. The existing sprinkler system shall be retained by the City and removed at City expense upon notice on intention to construct a dwelling.
- d. That the premises shall be maintained in their existing condition until construction is begun.
- e. That the deed of conveyance shall include said restrictions as covenants running with the land and shall also provide that in the event the purchaser, or his successor in interest, within one (1) year from date of conveyance by the City, has failed to construct or enter into a valid contract for the construction of a dwelling, upon demand of the City the title to said real estate shall revert to the City and the City shall thereupon be required to refund to the purchaser, or his successor, but 90% of the purchase price without interest.
- f. The City shall in its call for bids reserve the right to reject any and all bids.
- g. The City will furnish the purchaser with evidence of title with right to convey.

Adopted by the City Council this 15 day of July, 1963.



Mayor

Gertrude Hutchens
City Clerk

RESOLUTION NO. 2022-____

A RESOLUTION reaffirming Section 1 of Resolution 1963-17 declaring the City-owned real property known as the "Whitfield Triangle" is surplus to City of Ellensburg needs.

WHEREAS, the Whitfield Triangle is approximately .30 acres in size, located on N. Alder Street, identified by the Kittitas County Assessor's Office as Parcel No. 065633, and legally described as:

Lot 15, Block "F" LEE'S SUBDIVISION OF SECOND RAILROAD ADDITION TO THE CITY OF ELLENSBURG, in the County of Kittitas, State of Washington; and

WHEREAS, the City Council adopted Resolution 1963-17 on July 15, 1963, which declared the Whitfield Triangle abandoned for City park purposes and therefore surplus to the City's needs, and set forth certain terms and conditions for sale; and

WHEREAS, the Whitfield Triangle is zoned Residential-Low (R-L); and

WHEREAS, at its December 20, 2021 meeting, the Ellensburg City Council determined it is in the public interest to sell the Whitfield Triangle and that conditions be included in any deed of conveyance, as set forth herein; and

WHEREAS, the Ellensburg City Council conducted a duly noticed public hearing on April 4, 2022, to reaffirm its surplus of the Whitfield Triangle in accordance with the provisions outlined in ECC 2.06.080; and

WHEREAS, the Ellensburg City Council has determined that proceeds from the sale of the property shall be directed back to the Parks & Recreation Department budget;

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

Section 1. Section 1 of Resolution 1963-17, which declared the Whitfield Triangle abandoned for park purposes and surplus to the City's needs, is hereby reaffirmed.

Section 2. Sections 2 of Resolution 1963-17 is hereby repealed.

Section 3. Disposition of the property shall be by sealed bid, at auction, or a through a negotiated sale, as determined to be in the City's best interests and administered by the City Manager.

Section 4. The sale of the Whitfield Triangle shall be subject to the following conditions:

a. That the buyer of the property maintains the property in its current state (landscaping and irrigation) until is until it's developed; and

b. That the future residence built on the Whitfield Triangle site does not exceed 4,000 square feet of living space.

ADOPTED by the City Council of the City Ellensburg this 4th day of April 2022.

Mayor

Attest: _____
City Clerk



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: April 4, 2022

Item Title/Agenda Subject: Ellensburg Poet Laureate 2022-2025

Submitted by: Josephine Camarillo Arts Commission

Recommended Action or Motion: Approve Ellensburg Poet Laureate 2022-2025 and contract as presented and recommended from the Arts Commission.

Background/Summary: In accordance to the Ellensburg Arts Commission Arts Policy, the Arts Commission may select a Poet Laureate to represent the City in an official capacity. The Poet Laureate will be responsible for promoting poetry in the community via school engagement, creation of a city poem, performances and/or projects that are community based.

Previous Council Action: Council adopted the Arts Commission Arts Policy via Resolution No. 2019-32 on November 4, 2019, which includes Poet Laureate program.

Analysis: Applications for Poet Laureate opened December 21, 2021 and closed February 15, 2022. One application was received. The proposal included a one-page cover letter, 6-10 poems, resume, written narrative, budget proposal and any other supporting documents. The Poet Laureate panel, as specified in the Ellensburg Arts Commission Policy, reviewed all submitted materials. The Applicant was interviewed in person by the Commission on March 10, 2022. Thereafter, the Arts Commission recommended their selection for final approval to City Council.

Financial Impact: Total stipend will not exceed \$2500 for the first year. Poet Laureate may resubmit for additional funds up to \$2500 for each subsequent year of the term. The term is three years, beginning with the fiscal year for the Arts Commission on June 1st. This would be paid from the Ellensburg Arts Commission existing 2022 expenditure authority.

Attachments:

Marie Marchand Poet Laureate Application Packet
Poet Laureate Agreement

Marie Marchand
Ellensburg Poet Laureate Application Packet
February 10, 2022

CONTENTS

- Cover Letter
- Work Sample
- Resume
- Proposal Narrative
- Budget
- Supplementary Materials

February 10, 2022

City of Ellensburg Arts Commission
501 N. Anderson Street
Ellensburg, WA 98926

Dear EAC Members,

I am pleased to submit my application to be the first Poet Laureate of Ellensburg. I am an award-winning published poet with a professional background in writing, education, and communications. My poetry has appeared in *Catamaran Literary Reader*, *California Quarterly*, *Paterson Literary Review*, *Tiny Seed Journal*, *High Plains Register*, *The Yakima Herald*, and numerous chapbooks. My new full-length poetry collection *Gifts to the Attentive* will be published in 2022 by Winter Goose Publishing. My first book *Pink Sunset Luminaries* was published in 2018. My poems have been recognized by many contests such as the Allen Ginsberg Award, Sue C. Boynton Award, and Wyoming Writers Prize.

My broad slate of proposed activities as Ellensburg Poet Laureate ensures that poetry will reach and inspire every swath of our beautiful city. My experience leading poetry workshops—along with my love and knowledge poets, poetics, and literary devices—makes me perfect for this position. My polished public speaking abilities allow me to quickly build rapport with youth and inspire audiences of all ages. My proposal has six programmatic aspects (see Proposal Narrative for details):

- Poetry Workshops in K-12 Schools
- Poetry at Community Events
- Creation of a City Poem
- A Monthly Poetry Salon
- Workshops on the Healing Power of Poetry
- Chapbook Contest Celebrating Ellensburg

I am a highly collaborative person who enjoys being in the community. My resume highlights many poetry events and projects I have led, including co-emceeing National Poetry Month events at CWU. As an enthusiastic participant in the poetry ecosystem, I produced a [short video](#) for National Poetry Month last year. I was the featured reader at Yakima Coffeehouse Poets (YCP) on February 9th. YCP is a wonderful literary community I've been engaged with since moving to Ellensburg in February 2020.

As Ellensburg's ambassador of poetry and the literary arts, I will partner with the EAC and use my professional marketing skills to cultivate a lively community network that will serve as a strong foundation for the Poet Laureate Program. This includes building a social media audience on Twitter, Facebook, and Instagram. I will volunteer 10-15 hours each week fulfilling my Poet Laureate duties. Thank you for your consideration. I hope for a chance to meet with you about this exciting opportunity.

Sincerely,



Marie Marchand
300 E. Stanford Avenue
Ellensburg, WA 98926
307-275-1442; marie@mishiepoet.com
<https://www.mishiepoet.com> (and @mishiepoet on Instagram and Twitter)

WORK SAMPLE

“Tiny Altars,” published in *California Quarterly*, Fall 2021

“Eulogist”

“My Gatherer,” published in *Catamaran Literary Reader*, Fall 2021

“Handwashing,” 2020 Eugene V. Shea Contest Honorable Mention

“Quarantine Altars,” published in the WyoPoets Chapbook *Emergence*

“Fate of Things Left Behind,” published in *The Yakima Herald*, Dec. 2021

“Flirtation”

“Reverie,” published in the 2017 Sue C. Boynton Contest Chapbook and on [Sims Library](#)

“Fifty”

“Lilac Soul,” performed at Leadership Skagit Gala, 2012

Tiny Altars

I happened to be in the grocery store
the moment I gave up for good.

An elderly woman paused in passing
and as if she could see the mound
of broken ribs in my mind
said to me:

“It’s time to shed your stone, Atlas.”

Her tone and delivery were casual
as if this would be an easy thing
for me to do.

She continued past me and
I proceeded down the aisle
gripping the cold metal cart.

When I rounded the corner
my shoulders weakened and
the weight just rolled off
crumbling into tiny altars
at my feet.

Eulogist

parsing definitions
chaos, chaos
to siphon and sieve
all the good words
the lyrical ones

those bolt
thrash like horses
doves breaking
blood-tipped feathers
deserting the dead

words abscond
and in their absence
I grieve alone

I catch words
to elucidate
I want to eat them
those that console
that kneel

those shudder at loss
evading the halter
free of the dirge
firefly riot
at the panegyric's call

none rest on the page
I grieve alone

My Gatherer

caught in moontides
at twilight
briny seawater
scrubs & sears
my lungs
a hypnotic pulse
illumines the shore
my beacon

you pull me from
the noose of
shipwreck nets
& frothwaves
stitch me
together
pin roses in my hair
& make me
beautiful

cortisol rivulets
dig troughs
in my brain
from past schisms
making my
heartopening drama
a glacial tiptoe
yet you wait &
your patient
witness
invites repose

in your waters of
benevolence I rest
my loosened fragments
bonded
by your love

the sea glitters now
& on its
saltmilk dreams
I float

Handwashing

Dad was a cop in New York City.
He never told me stories about it
even when I asked.

Mom said he never talked to her
about it either.

But, back then, she knew.
She knew the nights her husband
handled death.

Those nights, he came
home at 3 a.m. as usual.
But instead of sliding into bed
he washed his hands until 4.

One hour of scrubbing and soaking
trying to rinse the memory off
while the blood trickled down
our family line.

Mom knew.
She knew the unspoken
never comes clean.

Quarantine Altars

I kneel at the petunias with palmfuls of water
and because nature prizes reciprocity
the purple velvet choir rains hosannas over me.

I greet the stately Vanderwolf pine
whose silvery pom poms bounce in the wind
on the vibratory frequency of joy.

Our sagely Ginkgo might live a thousand years
because nature's resilience astounds.
(Some ginkgoes survived the atom bomb.)

My mother and brother mingle in the island
beneath the benevolent Buddha and
blossoming camellia.

Rather than collecting dust on the mantle,
ashes mix with detritus and seeds of marigold
becoming new life.

Prayers intensify as I spin, spin, spin—
a dance of enlightenment for dusky foothills.
I become blind aliveness in the wind.

Because nature sheds time without regret,
every soft rivulet of air that runs along my arms
carries the timbre of forgiveness.

Fate of Things Left Behind

I pick things up
along my way through
cities and parks—

orphaned earrings
tattered handbills
crayons blended by the sun

patron saint medals, Lego ships
one pristine goose feather
amongst all the ruffled ones

museful oddities I weave into
poems when I long for words
to console me

some writers climb Everest
for inspiration and sing
the dharana with Sherpas

others dive off cliffs
into placid turquoise seas
searching for enlightenment

I tend toward
simple whimsies
of divine

I pick things up and examine them
wonder about the worlds
they came from

and when the sundry charms
are poised to speak
I listen

Flirtation

Remember Cheyenne in June?
 Streamers
 untied
 your
 hair
my breath lifted the fringe of your halter top.

what began as hints grew into blue whirlwinds

You swayed and sang Take
 My
 Breath
 Away
 while
I tickled your confectionate underarms.

dappled evening mist, and we knew “finally”

Remember Cheyenne in June?
 We
 played
 chase
 beneath a
meringue sky and kissed in the labyrinth’s eye.

coy head tilt, gardenia breeze across your neck

Then your butterfly lashes fell dormant.

 Vortices of
 cinnamon
 leaves
 whipped
rime ground and your chin tucked itself at harvest.

now my fierce white eddies overtake your eaves

You turn away straight-backed
 as
 the
 frozen
rock.

Reverie

Poems come to me in the dark
when my eyes are healed
when I do not distinguish
my body from the air.
In a dream the poems come.

When I awake, the words fall
from my skin and I forget
the misty-eyed soliloquies
composed like Keats
though I remember him.

I always remember John Keats
who led me through the
forest to the emerald
inside the rock, our true love
carved in stone.

Holding his hand
I traipsed in the wake
of his tousled amber hair.
He wrote odes among
the trees for me.

When you believe in
reincarnation,
anything is possible.

Love can be written
centuries apart.

Fifty

for Paul Celan

You were my age
when you dove into the Seine
during Passover

a prayer for liberation
from a camp you were never
freed from

that draghold

of invisible mindchains
mortared crevices
presaging the end long before the end.

In your new swimming
did riverstones dislodge
your grief and

smooth gracewaves glisten
to bring you into the
longed-for peace

the singing peace?

Your birthright
born from this
aperture of light.

Lilac Soul

I breathed rumors of its fragrance
even before the purple bough
was shaken free and cut.

Beauty is effusive.
It travels like dust in a shaft of light
noticeable only in stillness.
Beauty floats, it swirls
it slides under locked doors
going undetected until we rest
then we see.
We are called. Not loudly.
Just a whisper is the invitation
to be free.

What holds us back?
Are we brave enough to
step out of our castles
and cocoons, our frayed
and wearied selves?
If we manage that, then what?
Will we be brave enough
to dance?

Our old selves will dissolve.
Hair, clothing, everything
will be scented lilac.
We become new (again).

The edge of life is the end of fear
and the beginning of everything good.
The white flag washes over us.
We are left holding the sunburst.
Empty. Open. Gorgeous in the light.

Marie Marchand

[Poetry Website](#) | [LinkedIn](#)

EDUCATION

Master's Degree, Theological Studies
The Iliff School of Theology, 2003

Bachelor's Degree, Interdisciplinary Studies
Naropa University, 2001

PROFESSIONAL EXPERIENCE

Associate/Interim Director

Central Washington University GEAR UP, Ellensburg • 2020-2022

- Led the close-out of a \$17 million federal grant to support underrepresented students
- Helped manage annual operating budget and subaward contracts with school districts
- Managed GEAR UP website, Facebook page and mental health resources webpage
- Supervised six remote site directors, established job performance measures and workplans

Legislative Assistant

City of Bellingham • 2014-2018

- Co-created and implemented a communications plan for increased public engagement
- Hosted TV show *Bellingham Voices* featuring diverse guests and perspectives
- Managed the website and Facebook page using text, photos and video
- Acted as City Council point of contact and outreach manager to the public

Executive Director

Friendship House Homeless Shelter, Mount Vernon • 2011-2014

- Raised \$420,000 annual budget via major gifts, grant writing and events
- Led \$650,000 capital campaign to build a new kitchen and cafeteria
- Partnered with a board of directors in capacity building and strategic planning
- Supervised staff and mentored university interns in nonprofit management

Executive Director

Whatcom Peace & Justice Center, Bellingham • 2005-2011

- Developed and managed organizational and project budgets
- Led fundraising strategy and wrote dozens of successful grants
- Facilitated workshops and meetings and built strategic community partnerships
- Wrote press releases and editorials for publication

Adjunct Instructor

Western Washington University, Bellingham • 2005-08, 2012-2013

- Taught 15 courses in the Human Services Program
- Developed curricula based on social justice pedagogy
- Motivated students in community engagement and equity work
- Manuscript published in the 2010 [National Human Services Journal](#)

POETRY PUBLICATION HISTORY

- *Gifts to the Attentive*, full-length poetry book, forthcoming 2022, Winter Goose Publishing
- *Emergence* WyoPoets Chapbook, forthcoming 2022, “Quarantine Altars”
- *Catamaran Literary Reader*, Fall 2021, “My Gatherer”
- *California Quarterly*, Fall 2021, “Tiny Altars” (and in [Know Thyself, Heal Thyself](#))
- Author Feature in [The Yakima Herald](#), December 2021
- *Manastash*, Fall 2021, “[Ferocious Bones](#),” “[Flight of Birds](#),” and “[How Trauma Binds](#)”
- *Know Thyself, Heal Thyself*, 2021, “[Stillness](#)”
- *Storymaker*, 2021, “[Sense](#)” and “[Sligo](#)”
- *High Plains Register*, Fall 2020, “Wind Oratory”
- *Paterson Literary Review*, 2020, “Etty”
- *Dogs and Cats Reigning*, Shrub-Steppe Poetry, 2020, “Seeking Solace After Letting Rozie Go”
- *Watershed* WyoPoets Chapbook, 2020, “how water flows in love” and “Letting Go of Grief”
- *Tiny Seed Literary Journal*, 2019, “[Breathe](#)”
- *Pink Sunset Luminaries: Collected Poems*, full-length poetry collection, 2018
- *Sue Boynton Chapbook*, 2017, “[Reverie](#)” (also [Sims Library Poem-A-Week Feature](#) 2/9/22)
- [Exploring the Poetic Process: 10 fundamentals to inspire the muse](#), The Writing Cooperative
- Op-Ed: [Guest: Which Martin Luther King, Jr. do you remember? | The Seattle Times, 2014](#)
- Academic Research Publication: [Application of Paulo Freire's Pedagogy of the Oppressed to Human Services Education. National Human Services Journal, 2010](#)

POETRY SPEAKING ENGAGEMENTS

- Yakima Coffeehouse Poets, Featured Reader, February 2022
- “Academic Writing with the Heart of a Poet,” CWU History Class, Presenter, February 2022
- [At Home with Poetry](#), National Poetry Month Event, Hosting Washington State Poet Laureate Rena Priest, CWU Libraries, Co-Emcee, April 2021
- Revisiting the Beats, National Poetry Month Event, A Community Reading of Allen Ginsberg’s “Howl,” CWU Libraries, Co-Emcee, April 2021
- [‘Why I Write Poetry’ National Poetry Month Video](#) Creator, 2021
- Interviewed by Random House Author Tina Ann Forkner, 2020
- National Poetry Day Celebration, Laramie Public Library, Organizer & Reader, October 2019
- Poetry Reading from *Pink Sunset Luminaries*, Albany County Public Library, December 2019
- The Power of Poetry Workshop, Leadership Skagit, Presenter, 2018
- The Power of Poetry Youth Workshop, Coeur d’Alene Public Library, Facilitator, August 2018
- *Crop Duster & Other Poems* Chapbook Launch, MindPort Gallery, Bellingham, 2010

POETRY AWARDS

- Sue C. Boynton Poetry Award, 2017, for “Reverie”
- Allen Ginsberg Poetry Award, 2018, for “Etty”
- Eugene V. Shea Poetry Contest, 2019, for “Handwashing” and “Breathe”
- Wyoming Writers, Inc. Traditional Poetry Prize, 2019, for “How Words Set Us Free”

PROPOSAL NARRATIVE

Proposal Narrative

Every process begins with purpose. I write poetry to capture beauty in language and imagery in hopes of healing myself and the world. Whether a poem is a euphoric expression of love, a lamentation, or a clarion call, it hastens healing by creating connection. Poetry is evidence of beauty's persistence through struggle. Mary Oliver called it "a life-cherishing force."

There is the world, and then there is poetry—a force that speaks back, that resists injustice, that forges a new future. This art form enables us to project our internal topography outwardly. It is how we shape ourselves and create identities, how we thread our values and visions into history. Like Paul Tillich's dialectic "vitality resists despair," writing is an act of resistance to painful life forces and an affirmation of resilience.

Writing leaves a trace of us. This trace, this hint, soothes us when we are afraid of "falling into nothingness," as John Keats feared. My words become my imprint, a chronicling of history and memory. Through poetry, I offer what Paul Celan called "my unalterable testimony."

The acts of both reading and writing poetry are transformative. As a poet and educator, this is some of what I hope to bring to the community as Ellensburg's first Poet Laureate. My broad slate of proposed activities ensures that poetry will reach and inspire every swath of our beautiful city. My proposal for the three-year term has six aspects outlined below.

Poetry Workshops in K-12 Schools

Ongoing school engagement will be a priority for me. As someone with teaching experience, I truly enjoy engaging young people, especially while sharing my love of poetry. I will build connections with the Ellensburg School District and teachers in local schools to provide workshops on poetry appreciation and writing. I have experience giving poetry workshops to people of all ages. Participants always enjoy blackout poetry exercises! A highlight of working with the schools will be a highly-collaborative youth poetry slam in Year 2 with a diverse group of organizers. The committee could recruit CWU instructors to serve as judges for the slam.

Poetry at Community Events

I will delight in writing commissioned poems for Ellensburg's major community events such as Jazz in the Valley and the Ellensburg Rodeo. I will be available to speak at other important events such as openings and remembrances. I would lift up other poetry-related favorites, such as the Poetry Prowl. When Rena Priest was installed as Washington State Poet Laureate last April, the State's former Poet Laureates mentioned that writing commissioned poems for special events was their favorite aspect of the role. Throughout my professional career, I have been in highly-visible roles as an organizational spokesperson. I enjoy community engagement!

Creation of a City Poem

By the end of the first year, the new City Poem of Ellensburg will be unveiled at a community celebration. The City Poem will be printed on an 11 x 17 poster featuring art by a local artist and distributed to local businesses and schools to display. Perhaps the Mayor's Office would consider hosting this exciting event.

A Monthly Poetry Salon

Starting in August 2022, I will host monthly poetry salons or open mics. Hosting these events at rotating venues will help a variety of local businesses while supporting poetry at the same time. Starting each salon with a featured poet will allow me to introduce established and emerging poets to the Ellensburg art scene and to connect with poets at CWU. This could possibly overlap with the Ellensburg Art Walk if the Art Walk organizers like the idea.

Workshops on the Healing Power of Poetry

The uniqueness of my proposal rests on workshops that teach poetry as a vehicle for healing. Reading and writing poetry can help people process emotions. I will partner with local mental health agencies, such as Comprehensive Healthcare, NAMI, and the CWU Wellness Center, to offer free workshops to their clients on the healing power of poetry. My professional experience in the field of mental health will support this endeavor. These small group workshops will be safe, nonjudgmental spaces where participants can express themselves through writing exercises and the sharing of poetry and prose. Goals will be to provide a supportive community to those who may feel isolated and to promote self-reflection and creativity as a healthy emotional outlet.

Chapbook Contest Celebrating Ellensburg (Year 3)

As a culmination project, I will facilitate a chapbook anthology contest, inviting all members of the community to submit their best poems about life in Ellensburg to be featured in the commemorative edition. The best 50 poems will be featured in a high-quality chapbook featuring cover art by a local artist. I will collaborate with Central Transit to feature some of the poems on local buses for wider exposure to poetry. I will work with the Chapbook Committee and EAC to pair the winning poems with local artists to make the bus placards visual and vibrant. I have designed two such poetry anthologies for WyoPoets, a nonprofit in Wyoming. The Chapbook could become a tradition for the Ellensburg Poet Laureate Program. Each poet featured in the book will receive a complimentary copy. The other copies can be sold for \$10 and the proceeds used to support the Poet Laureate Program. Here is a tentative timeline for the chapbook:

August 2024:	Contest Announced & Submissions Open
November 2024:	Deadline for Writers to Submit
December 2024:	Judging Completed & Winners Notified
Jan/Feb 2025:	Chapbook Designed & Formatted
March 2025:	Chapbook Printed
April 2025:	Chapbook Launch Party & Reading for National Poetry Month

Partnerships/Outreach/Collaboration (this will grow during the three years)

City of Ellensburg Mayor's Office to host unveiling of the City Poem
Ellensburg School District
Ellensburg Rodeo & Jazz in the Valley
Local businesses (to host the monthly poetry salons and display the City Poem poster)
Comprehensive Healthcare, CWU Wellness Center, NAMI, and other mental health providers
Central Washington University English Department
Central Transit & Ellensburg Public Library
Ellensburg High School Creative Writing Student Club & EHS English Department
Local and regional poets and poetry groups (YCP, Poetry Prowl, Shrub-Steppe Poetry)

PROPOSED BUDGET

Ellensburg Poet Laureate - Annual Budget

EXPENSES - YEAR ONE

Project	Item	Number of Items	Cost
K-12	Poetry Stickers	400	\$100
City Poem	Posters	400	\$400
Guest Poet	Honorarium	1	\$200
Workshops	Notebooks	45	\$135
Mileage Reimbursement			\$125
TOTAL EXPENSES			\$960

EXPENSES - YEAR TWO

Project	Item	Number of Items	Cost
K-12	Poetry Stickers	400	\$100
K-12 Poetry Slam	Posters	20	\$20
Guest Poet	Honorarium	1	\$200
Workshops	Notebooks	45	\$135
Mileage Reimbursement			\$125
TOTAL EXPENSES			\$580

EXPENSES - YEAR THREE

Project	Item	Number of Items	Cost
K-12	Poetry Stickers	400	\$100
Workshops	Notebooks	135	\$405
Guest Poet	Honorarium	1	\$200
Chapbook	Printing	150	\$600
Chapbook	Contest Ads	2	\$400
Chapbook	Launch Party Venue Rental		\$300
Mileage Reimbursement			\$125
TOTAL EXPENSES			\$2,130

I will spend 10-15 hours on work related to the Poet Laureate role, in addition to my daily writing practice and publication schedule. I consider it a volunteer appointment, so I have not included my time in the budget. I would spend the annual allotment on program-related expenses. I have included a small amount for mileage reimbursement. Note: The chapbooks can be sold for \$10 each, which would provide some sustaining income for the program.

SUPPLEMENTARY MATERIALS

Judge's Comments

My poem "How Words Set Us Free" won First Place in the poetry category of the Wyoming Writers, Inc. 2019 annual writing contest. Entries were judged blind by Lori Howe, Poet and Editor in Chief at Gleam Journal and Poetry Editor at Sastrugi Press. Here are Ms. Howe's comments:

Thank you for this gorgeous sestina. I judge poems based on how they bring together craft and story together, how craft and story elevate each other and flow together. Your sestina, "How Words Set Us Free," is a poem that cracks open a window into the experience of healing from loss and rediscovering voice and identity through words—a sacred and universal journey of becoming. As you know, sestinas are one of the more difficult forms to pull off, and here, in this poem, you make it look effortless. In fact, the form very nearly disappears. That is indeed a high accomplishment, but craft is only half of the equation. The fact that your message burns so brightly and flows so eloquently and visibly through the form is what truly elevates this poem. I read all 36 poems submitted for this contest many times before arriving at first, second, and third places, as well as the honorable mentions, but from the moment I read this sestina for the first time, I knew it was one of those poems that comes along quite rarely—a poem that brings craft, form, and message into perfect union. Beautifully done, fellow poet.

Literary Endorsements for *Gifts to the Attentive*

Right from the start Marie Marchand gets down to the business of framing her thinking—deep, detailed, fresh, sage—into short, powerful acts of remembering. Thanks to her habit of seeing significance in even minor human interactions, her poems make the requisite leap from page to land on a reader's receptive mind, informing us of what matters. To her, to us. Read these poems, aloud, attentive, grateful for this poet's voice.

Luci Shaw

Author of *The Generosity* and *Angels Everywhere* (forthcoming)

In *Gifts to the Attentive*, Marie Marchand's luminous words once again breathe the tender insides of the human condition to colorful, vibrant life. Marchand's particular talent for using negative space as a form of language, and her gift for intersectionality between the natural and human emotional worlds, walk through "our whole tabernacle/of history," as we dream of the "turquoise sea." When she calls upon us to "lay fear in the ground and walk into the light," we hear her, and rise.

Lori Howe

Author of *Cloudshade: Poems of the High Plains* and *Voices at Twilight*



AGREEMENT BETWEEN THE CITY OF ELLENSBURG AND MARIE MARCHAND FOR LITERARY ART SERVICES – ELLENSBURG POET LAUREATE

Congratulations! The Ellensburg Arts Commission is happy to announce funding for your appointment as the 2022 City of Ellensburg Poet Laureate. Please see agreement below for all the particulars.

This agreement, dated _____, 2022, is entered into between the City of Ellensburg ("City"), a Washington municipal corporation, and Marie Marchand ("Poet Laureate").

WHEREAS, the Ellensburg Arts Commission was created to encourage art activities of individuals and organizations; and

WHEREAS, the purpose of this Agreement is to provide monetary assistance for activities and expenditures designed to provide public benefit to the citizens of the City of Ellensburg through performing, literary and visual arts;

NOW THEREFORE, in consideration of the terms and conditions contained herein, the City and the Poet Laureate mutually agree as follows:

Section 1. Scope of Work.

A. Poet Laureate shall provide the project scope of work ("Project Work") described in the "Proposal Narrative" submitted to the Ellensburg Arts Commission in response to the Ellensburg Arts Commission Poet Laureate application and is attached hereto as "Exhibit A" and incorporated as part of this Agreement.

B. Poet Laureate shall provide the Ellensburg Arts Commission with a creation of a city poem, performances and/or projects that are community based; promote poetry and the Poet Laureate position; undertake projects throughout the Ellensburg community to make poetry more accessible to people in their everyday lives; participate in the selection of the succeeding Poet Laureate and guide the transition into the role at the discretion of the Ellensburg Arts Commission; prepare a written report of activities every six months or upon request of City Council or Ellensburg Arts Commission.

C. Poet Laureate agrees to maintain books, records and documents using accounting procedures which accurately reflect all payments received and expenditures made related to the performance of services under this agreement. The City may examine Poet Laureate's books and records to verify the accuracy of same.

Section 2. Term; termination.

A. Poet Laureate shall commence and complete the project beginning on or after June 1, 2022, and ending on or before May 31, 2025, with review of performance on an annual basis during the contract term.

B. The City may, at its sole convenience and with thirty (30) days' written notice thereof to Poet Laureate, terminate this Agreement as to all or any portion of the project not then performed, whether Poet Laureate is in breach or default. In the event the City terminates the project of the Poet Laureate shall, except as otherwise directed by the City, immediately stop performance of the project to the extent specified in such notice. In the event the City terminates the project of the Poet Laureate being funded by Agreement, the Poet Laureate is obligated and hereby agrees to repay to the City all monies paid for such project components not yet rendered by the Poet Laureate as of the date of the notice of termination.

Section 3. Payment.

A. As full compensation for satisfactory performance of the project scope of work, the City agrees to pay Poet Laureate the sum of the award, not to exceed Two Thousand, Five Hundred dollars and 00/100 (\$2,500.00) for the first year. The Poet Laureate may submit requests for additional funds up to \$2,500 for each subsequent year of the term.

B. Payment will be made on a reimbursement basis. Receipts for the project, accompanied by the Grant Expenses Form, are submitted to the City through the City Arts Commission staff designee, at the City of Ellensburg Community Development Office, 501 N Anderson, Ellensburg, WA 98926. **No receipts dated prior to June 1, 2022 will be reimbursed.**

Section 4. Poet Laureat's Representations and Warranties.

The Poet Laureate represents and warrants that: The Project Work produced pursuant to this Agreement is and will be solely the result of the artistic effort of the Poet Laureate; except as otherwise disclosed in writing to the City, the Project Work is unique, original, will be and will remain an edition of one, and does not infringe upon any copyright or the rights of any person; the Project Work has not been accepted for sale elsewhere; the Poet Laureate has not sold, assigned, transferred, licensed, granted, encumbered, or utilized the Project Work or any element thereof or any copyright related thereto, which may affect or impair the rights granted pursuant to the Agreement; the Project Work will be free and clear of any liens from any source whatsoever; all Project Work created or performed by the Poet Laureate under the Agreement, whether created by the Poet Laureate alone or in collaboration with others, must be wholly original with the Poet Laureate and will not infringe upon or violate the rights of any third party; the Poet Laureate has the full power to enter into and perform the Agreement, and to make the grant of rights contained in the Agreement; and all services performed hereunder will be performed in accordance with

all applicable laws, regulations, rules, ordinances, and the like, and with all necessary care, skill, and diligence.

Section 5. Additional Provisions.

A. Ownership of Documents. Copies of designs, plans, specifications, reports, documentation, and other informational materials, whether written or readable by machine, originated, or prepared exclusively for the City pursuant to the Agreement will become the property of the City. The Poet Laureate must deliver such documents to the City whenever reasonably requested to do so by the City.

B. Use by the City. The Poet Laureate agrees that the City may use the documents and materials submitted by the Poet Laureate for purposes related to the development, review, and approval of the work.

C. Copyright Ownership. The Poet Laureate retains all rights under the Copyright Act of 1976, 17 U.S.C. § 101 et seq., as the sole artist and author of the work for the duration of the copyright, subject to the limitations herein. The Poet Laureate must, at the Poet Laureate's expense, cause to be registered with the United States Register of Copyrights, a registered copyright of the Project Work in the Poet Laureate's name.

D. Reproduction Rights. In view of the intention that the Project Work will be unique, and created for the City, the Poet Laureate must not make any duplicate reproductions of the Project Work, nor may the Poet Laureate grant permission to others, unless Poet Laureate receives written permission from the City to do so. However, nothing herein prevents the Poet Laureate from creating other work in the Poet Laureate's manner and style of artistic expression.

E. City's License to Reproduce. The Poet Laureate grants the City a nonexclusive, irrevocable, perpetual, and royalty-free license to reproduce the Project Work for all noncommercial City educational, public relations, tourism and arts promotional purposes including, but not limited to, displaying the Project Work, reprinting the Project Work, lending the Project Work, reproducing or preparing photographs, other two-dimensional reproductions, or digital reproductions of the Project Work, and displaying, distributing, transmitting such reproductions or images to the general public by any available means. Such reproductions and transmissions may include magazines, books, newspapers, journals, brochures and pamphlets, exhibition catalogues, films, television, video, websites, slides, negatives, prints and electronic media, DVD, CD, computerized retrieval systems, and all means or methods now known or hereafter invented in connection with City activities. As limited by the terms described in this licensing paragraph, City may authorize others to reproduce the Project Work through separate licensing agreements that duly authorize such reproduction. Any such authorized reproduction by the City or others under its control will credit the Poet Laureate. The license granted to City through this licensing paragraph will last in perpetuity beyond termination of the Agreement.

F. City Approval for Publicity. The Poet Laureate must not, during the performance of the Agreement, disseminate publicity or news releases in any way related to the Agreement without prior written approval of the City.

G. Intellectual Property Warranty and Indemnification. The Poet Laureate represents and warrants that any materials or deliverables, including the Project Work proposal and artwork, provided under the Agreement are original, not encumbered and do not infringe upon the copyright, trademark, patent, or other intellectual property rights of any third party, or are in the public domain. If the Project Work provided hereunder becomes the subject of a claim, suit, or allegation of copyright, trademark or patent infringement, the City will have the right, in its sole discretion, to require Poet Laureate to produce, at Poet Laureate's own expense, new Project Work as a means of remedying any claim of infringement in addition to any other remedy available to the City under law or equity. Poet Laureate further agrees to indemnify and hold harmless the City, its elected officials, officers, employees, and agents from and against any and all claims, actions, costs, judgments, or damages of any type alleging or threatening that any Project Work proposals, materials, deliverables, supplies, equipment, services, or Project Work provided under the Agreement infringe the copyright, trademark, patent, intellectual property, or other proprietary rights of any third party (Third-Party Claims of Infringement). If a Third-Party Claim of Infringement is threatened or made before the Poet Laureate receives payment under the Agreement, the City is entitled to withhold some or all of such payment.

6. Miscellaneous.

A. Poet Laureate shall indemnify, defend and hold harmless the City of Ellensburg, and its officers, agents and employees from and against any and all claims, actions, suits at law or equity, liability, loss, costs, expenses or damages of any nature or kind whatsoever (including but not limited to reasonable attorney fees and litigation costs), brought against the City of Ellensburg, its officers, agents and /or employees, arising out of, or in connection with, or incident to, the execution of this agreement and/or the performance of failure to perform any aspect of this agreement, except for any claims arising from the sole negligence of the City of Ellensburg, its officers, agents or employees.

B. In the event the Poet Laureate fails to complete the Project Work as set forth in Exhibit A by May 31, 2025, the Poet Laureate is obligated and hereby agrees to repay to the City all monies paid for such project components not yet rendered by the Poet Laureate as of May 31, 2025.

C. Neither the Poet Laureate, nor any agent, employee or representative of Poet Laureate shall be deemed to be an agent, employee, or representative of the City for any purpose. In her performance of services hereunder, Poet Laureate is an independent contractor with the authority to control and direct the performance of the details of the project.

D. Upon the City's request, Poet Laureate shall procure and maintain for the duration of this agreement, liability insurance against claims for injuries to persons or damage to property which may arise from or in connection with Poet Laureate's project in such amounts and coverages as shall be requested by the City and shall provide proof of such insurance to the City Clerk.

E. This agreement cannot be assigned, transferred or any portion subcontracted by either party hereto without the prior written consent of the other party.

F. Poet Laureate, in its performance of this agreement, agrees to comply with all applicable local, State, and Federal laws and ordinances.

G. This agreement is the complete expression of the terms herein and any oral representations or understandings not incorporated herein are excluded. This agreement may be amended only through mutual written agreement of the parties.

H. The exclusive venue for any action brought to enforce this Agreement or any of its terms shall be in Kittitas County, State of Washington.

Marie Marchand, Poet Laureate

THE CITY OF ELLENSBURG

By: _____

By: _____
Heidi Behrends Cerniwey, City Manager

Print name: Marie Marchand

Title: Poet Laureate

Approved as to form:

Terry Weiner, City Attorney



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: April 4, 2022

Item Title/Agenda Subject: Communications Update

Submitted by: Nicole Klauss City Manager Department

Recommended Action or Motion: This item is an update only.

Background/Summary: This update is to review City communication tools and the steps staff are taking to "tell our story" to the community to better engage and inform.

Previous Council Action: None.

Analysis: At the meeting, staff will present updates on City communication tools including social media, Be Heard Eburg, the website, newsletters, and more.

Financial Impact: None at this time.



MANAGER'S REPORT

DATE: April 4, 2022

TO: Ellensburg City Council

FROM: Heidi Behrends Cerniwey, City Manager

1. Beverly Bridge Dedication Ceremony.

The Council is invited to attend the Beverly Bridge Dedication Ceremony scheduled for Friday, April 8, 2022 at 1:00 pm. A flier is attached with more information.

2. Wastewater Treatment Facility – Renewable Natural Gas Conversion Funding.

Congresswoman Kim Shrier's Office has notified the City of the funding award for the Wastewater Treatment Facility's Renewable Natural Gas (RNG) project. This is an industrial symbiosis project—one that takes a naturally occurring methane byproduct in the wastewater treatment process (which is currently burned off) and converts it for energy use.

3. Councilmember Appointment to Unity Park Master Plan Stakeholder Group.

The Unity Park Master Plan process includes three stakeholder groups that serve as advisors and sounding board for the design of Unity Park (formerly Rotary Pavilion), located on the Northwest corner of 4th Avenue and Pearl Street. Stakeholder groups include: 1) City Group with staff, representatives of board and commissions, and a Councilmember; 2) Community Service/Events Group with representatives from the Ellensburg Downtown Association, Kittitas County Chamber, civic groups, and others that traditionally host events in the Park; and 3) Downtown Group representing various residential and business interests. The Parks and Recreation Commission will serve as a separate advisory group. The master plan process also includes activities for community members to participate in a survey and open house events. Council will approve the final design for the park and may observe other stakeholder and community events. Staff requests a Councilmember be appointed to serve on the City Stakeholder Group as well.



YOU'RE INVITED

BEVERLY BRIDGE DEDICATION CEREMONY

*Bridging cultures and
communities*

Friday, April 8 | 1 p.m.
Huntzinger Trailhead
Kittitas County, WA

Ceremony location is a half-mile walk from trailhead.
Transportation available for those who need it.

