

CITY ADMINISTRATOR  
ROBERT OMANS

CITY CLERK  
DEBBIE LEE

CITY TREASURER  
ROBIN NEWCOMB

PUBLIC WORKS

POLICE CHIEF  
RICH ALBO

FIRE CHIEF  
ED MILLS

PLANNER

**City Council  
Agenda  
December 11, 2023  
6:00 PM**



119 W FIRST STREET  
CLE ELUM, WA 9922

MAYOR  
JAY MCGOWAN

MAYOR PRO-TEMPORE  
KEN RATLIFF

CITY COUNCIL  
JOHN GLONDO  
BETH WILLIAMS  
JERRED WEIS  
STEVEN HARPER  
MATTHEW LUNDH  
SARAH LACKEY

CITY ATTORNEY  
ALEXANDRA KENYON

Join Virtually with Zoom: <https://zoom.us/j/7573184018?pwd=dERndjBJVC9GdVQ1d2ISRExwZFhXZz09>  
Meeting ID: 757 318 4018 Passcode: 98922

Join by Phone: 1-(253)215-8782, Meeting ID: 757 318 4018, Passcode:98922

**DISCLAIMER:** The City does not guarantee that virtual or telephonic access to the City Council meeting will be available and the City does not warrant audio quality. Attendees are encouraged to attend in-person.

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1. **Call to Order, Pledge of Allegiance, and Roll Call**

a. December 11, 2023 Sign In Sheet

2. **Oath of Office**

a. Councilmember Jerred Weis

3. **Public Comment – Limited to 5 Minutes**

a. Letter to Mayor & Council from Elizabeth Kurtz

4. **Announcements, Appointments, Awards & Recognition**

5. **Consent Agenda**

Items listed have been distributed to Council Members in advance for study and will be enacted by one motion. If a separate discussion is desired on an item, that item may be removed from the Consent Agenda and placed on a regular Agenda at the request of a Council Member or at the request of a member of the public with concurrence of a Council Member:

- a. Approve the Council Meeting Minutes Dated November 27, 2023
- b. Approve Accounts Payable Vouchers Dated December 11, 2023 \$667,864.33 As Approved by the Budget Committee
- c. Approve Payroll Vouchers Dated December 11, 2023 \$268,546.56 - As Approved by the Budget Committee

6. **Approval of Meeting Agenda**

7. **Officer Reports**

City Administrator, Planning Department, Police Chief, Fire Chief, Veolia

# City Council AGENDA

## December 11, 2023

119 W FIRST STREET  
CLE ELUM, WA 9922

- a. Police Department - Rich Albo Chief of Police
  - b. Fire Department - Chief Mills
  - c. Council Graphs Veolia - William LaRue
  - d. Planning - Colleda Monick HLA
  - e. City Administrator Rob Omans
8. **Public Appearances – 15-Minute Limit**
9. **Business Requiring Public Hearings**
10. **Unfinished Business**
11. **New Business**
- a. Airport Layout Plan Amendments Task Order No. -2023-07 - Colleda Monick HLA
  - b. Columbia Ave Railroad Crossing Feasibility Study Task Order No. 2023-006 - Aaron Hatfield HLA
  - c. City Heights Development Review Task Order No. 2023-03 Amendment #1 - Ben Annen HLA
  - d. First Street Improvements Phase 3 - Downtown Revitalization Bid Summary Recommendation of Award - Ben Annen HLA
  - e. TIB Agreement with City of Cle Elum - First Street Phase 3 Downtown Revitalization - Ben Annen HLA
  - f. TIB Grant Agreement City of Cle Elum Second Street Pathway Phase 1 - Ben Annen HLA
  - g. Ascent Progress Estimate No. 2 Second Street and Rossetti Way Water Main Project - Ben Annen HLA
  - h. Project Acceptance Recommendation First Street and Douglas Munro Signal Project - Ben Annen HLA
  - i. KCSO Shop Lease 2024 - Rob Omans City Administrator
  - j. Resolution 2023-030 Resolution Adopting The Distribution of the 2024 Hotel/Motel Tax Fund Grants - Rob Omans City Administrator
  - k. Resolution 2023-029 Credit Card Policy - Rob Omans City Administrator
  - l. Waste Management Contract - Rob Omans City Administrator
  - m. Ordinance 1663 Budget Amendment #2 - Robin Newcomb Finance Director
  - n. Ordinance 1662 Salary Schedule 2024 - Rob Omans City Administrator
  - o. Approve Payroll Vouchers Dated December 11, 2023 \$268,546.56
12. **Report of Committees**
13. **Adjournment by Motion**

*Next Regular Council Meeting: January 8, 2024 6:00 pm*

# **City Council AGENDA December 11, 2023**

119 W FIRST STREET  
CLE ELUM, WA 9922

**City of Cle Elum Council Meeting**

**December 11, 2023, 6:00 p.m.**

**If you wish to address the Mayor and Council, please sign in below.**

**Please sign in:**

| Name      | Address             | PLEASE PROVIDE EMAIL ADDRESS IF YOU WANT COUNCIL'S RECOMMENDATION MAILED TO YOU |
|-----------|---------------------|---------------------------------------------------------------------------------|
| K. Vimmer | 291 Nelson Creek Rd |                                                                                 |
| Kantard   | 239 Sagebrook Ln    |                                                                                 |
|           |                     |                                                                                 |
|           |                     |                                                                                 |
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# Oath of Office

STATE OF WASHINGTON     )  
                                          )  
COUNTY OF KITTITAS     )

I, Jerred Weis, do affirm that I am a citizen of the United States of America and of the State of Washington; that I will support the constitution and laws of the United States and the constitution and laws of the State of Washington and will to the best of my judgment, skill and ability, truly, faithful, diligently and impartially perform the duties of the office of **City Council Position 4 for the City of Cle Elum**; in and for Kittitas County, Washington , as such duties are prescribed by law.

  
\_\_\_\_\_  
Signature of Official

Subscribed and sworn to me this 14th day of December, 2023.

  
\_\_\_\_\_  
Signature of Oath Administrator

clerk - City of Cle Elum  
\_\_\_\_\_  
Title of Oath Administrator

## MEETING DECORUM FOR CITY COUNCIL

Good evening, Honorable Mayor and Council

My name is Elizabeth Kurtz. I live at 112 W. 2<sup>nd</sup> St.

First, I'd like to thank you for the stoplight at the intersection of Douglas Munroe Blvd and West 1<sup>st</sup>. St. It's great. The lighted Christmas trees are beautiful, and festive. Merry Christmas.

I take no pleasure speaking to you tonight, and I think it's long overdue. The following are quotes from the AWC/MRSC Mayor and City Council Handbook, OPMA and Parliamentary Procedure: Robert's Rules of Order. While these are not mandatory for City Council's to adopt, the City of Cle Elum Mayor and Councilors did adopt them and pledged an oath to abide by them. I think it's time for a reminder.

- 1. Ensure only one Councilor talks at a time. Raise your hand to be recognized by the Mayor.*
- 2. Do not interrupt others or start talking before someone finishes.*
- 3. Do not engage in cross talk.*
- 4. Avoid individual discussions in small groups during the meeting. When one person speaks, others should listen.*
- 5. When speaking, Councilors should adhere to topics of discussion directly related to agenda items.*
- 6. When speaking, Councilors should be as brief as possible.*

\*\*\*\*\*

In my view, the Mayor and Council can help:

Shuffling papers, moving chairs and cross talking interfere with online/phone participants' ability to hear the meeting.

Debate is not conflict.

One Councilor continually interrupts, raises their voice to emphasize their point, repeatedly, in what seems like an effort to force their agenda on the Mayor and Council, and subsequently, on the public.

Another Councilor expresses their opinion, then continues opining over the past, wasting valuable time and prolonging meetings unnecessarily. Saying, *It's the way we've always done it* is not a valid argument.

To offer input, some Councilors raise their hands and, because they're polite or soft-spoken, they're ignored and unheard. I voted for them to be on this Council and want to hear what they have to say.

It's my impression Council wants citizens to participate in meetings and stay current with projects and discussions, and I think you can help with that:

Make meetings more welcoming. Serving coffee and cookies would be a good start. The Council gets paid to attend meetings. Offer the public something they might enjoy.

Be prepared for Zoom meetings to start promptly. Remove this *DISCLAIMER: The City does not guarantee that virtual or telephonic access to the City Council meetings and the City does not warrant audio quality. Attendees are encouraged to attend in-person.*

Disclaimers are not intended to be used indefinitely. If there's a problem, fix it, or hire someone who knows how to fix it. This disclaimer is off putting and not helpful to those who would like to participate in meetings. There are citizens who can't get to in-person meetings. Meetings should be convenient for the public, not staff.

Resolve issues in advance of the meetings and inform the public before the meeting starts. People's time is valuable and shouldn't be wasted on lack of preparation or in

ability to use the technology voters paid for and should be able to use.

Remember to call on citizens who attend meetings virtually or on the phone. Overlooking them is insulting and embarrassing.

The Mayor sets the agenda with Council approval, the Council reports to the Mayor. You all report to the voters who elected you. There are many topics and projects we want to understand, but the disorganization, chaos and agonizing length of meetings make that nearly impossible.

We will have a new Mayor and Council in January. Let's start off on the right foot. Or feet. You get my point. Merry Christmas!

**Draft**

**CLE ELUM CITY COUNCIL**

**MINUTES**

**NOVEMBER 27, 2023**

**6:00 PM**

**119 W FIRST STREET  
CLE ELUM, WA 98922**

**1. Call to Order, Pledge of Allegiance, and Roll Call**

Steven Harper - Councilmember present  
Beth Williams - Councilmember present via zoom  
Sew Bay-Hansen - Councilmember present  
Kan Ratliff - Councilmember present via zoom  
John Glondo - Councilmember present  
Matthew Lundh - Councilmember present  
Sarah Lackey - Councilmember present

Jay McGowan - Mayor  
Rob Omans - City Administrator  
Debbie Lee - Clerk  
Robin Newcomb - Finance Director  
Rich Albo - Chief of Police

a. [November 27, 2023, Sign In Sheet](#)

**2. Public Comment – Limited to 5 Minutes**

No public comment.

**3. Announcements, Appointments, Awards & Recognition**

**4. Consent Agenda**

**MOTION: Councilmember Harper made a motion to approve the consent agenda; seconded by Councilmember Lundh.**

**MOTION CARRIED: 7 yes 0 no.**

a. [Approve the Council Meeting Minutes Dated November 13, 2023](#)

b. [Approve Accounts Payable Vouchers Dated November 27, 2023 \\$470,395.34 - As Approved by the Budget Committee](#)

# City Council AGENDA

## November 27, 2023

119 W FIRST STREET  
CLE ELUM, WA 9922

### 5. Approval of Meeting Agenda

**MOTION: Councilmember Lundh made a motion to approve the agenda as presented; seconded by Councilmember Glondo.**

**MOTION CARRIED: 7 yes 0 no.**

### 6. Officer Reports

#### a. Police Stats Report

Chief Albo reported that they conducted oral boards and out of twelve applicants, nine applicants showed up. Four applicants passed the oral boards. This is a common ratio. Chief Albo will interview the top three in the next two weeks.

One bid was received from FCI on the patrol cars. Two vehicles will be ready in February and the other two will be ready in the months of March-June.

Chief Albo thanked Public Works for helping clean up an abandoned homeless encampment near Oakes Street.

There was a good turnout for the Roslyn Parade last Saturday.

#### b. Rental Properties - Rent Analysis - FYI

Rob Omans, City Administrator, reported that Christmas in CleElum will be this Friday, December 1, 2023, and Saturday, December 2, 2023.

AWC Elected Officials Essential Training is December 9, 2023. The cost is \$95 and the city will pay for this training for any elected official that would like to sign up. You can take this training online or in person. City Administrator Omans will contact the newly elected members and give them the information.

There will be a Retirement Party for Mayor McGowan on December 28, 2023, at the Senior Center from 11:00 a.m. - 2:00 p.m.

The Watermain Replacement Project is progressing as planned.

### 7. Public Appearances – 15-Minute Limit

#### a. Jordan Peterson - Downtown Association

Jordan Peterson of the Downtown Association reported on everything they have been working on this past month. (see attached report)

# City Council AGENDA

## November 27, 2023

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Note: Councilmember Ratliff left the meeting at 6:24 p.m.

Councilmember Lundh asked if Santa would be at the tree lighting ceremony. Jordan Peterson stated yes.

### 8. **Business Requiring Public Hearings**

#### a. [Final Budget 2024 - Finance Director Robin Newcomb](#)

Mayor McGowan opened the public hearing at 6:27 p.m. and closed the public hearing at 6:28 p.m. with no public comment.

### 9. **Unfinished Business**

#### a. [Ordinance 1658 Sewer Regulations, Establishing Cle Elum Municipal Code Section 13.08.380 Regarding Collection - Utility Committee](#)

City Administrator Omans stated that the attorney removed the language of a re-connection fee being added.

Councilmember Harper asked how many days until a disconnect is in effect, 60 days.

**MOTION: Councilmember Lundh made a motion to approve Ordinance 1658 Sewer Regulations; seconded by Councilmember Glondo.**

**MOTION CARRIED: 5 yes 1 no. (Councilmember Harper).**

#### b. [Establishing a Salary Commission - Employee Relations Committee](#)

Councilmember Williams informed the Council that the Employee Relations Committee was unable to meet due to the holiday.

Councilmember Lundh volunteered to replace Sew Bay-Hansen on the Employee Relations Committee as this was her last Council Meeting.

The Employee Relations Committee will meet regarding the Establishment of a Salary Commission.

### 10. **New Business**

#### a. [Ordinance 1661 Final Budget 2024 - Finance Director Robin Newcomb](#)

Councilmember Harper stated that this year's budget process went smoother as the budget committee started earlier. Councilmember Harper felt that the 2024 budget is flexible and

# City Council AGENDA

## November 27, 2023

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CLE ELUM, WA 9922

balanced.

**MOTION: Councilmember Harper made a motion to approve Ordinance 1661 Final Budget for 2024; seconded by Councilmember Glondo.**

**MOTION CARRIED: 6 yes 0 no.**

### b. Ordinance 1662 Salary Schedule 2024

City Administrator Omans stated that the Council has already approved a 10% increase for 1/3 of the employees. These wages came from the salary survey and the union. This increase was suggested by the union to retain and attract employees and that Cle Elum's wages should be compared to Ellensburg.

Councilmember Lundh informed everyone that the police were pretty far behind in wages and that is why there was the 10% increase. Councilmember Lundh stated that Cle Elum is a little different from Seattle when it comes to COLA. City Administrator Omans stated that the CPI amount is really hard to find for just Cle Elum. He has found that most people use the CPI information from Seattle for Washington State.

**MOTION: Councilmember Harper made a motion to table this ordinance and have the budget committee look at it; seconded by Councilmember Lundh.**

**MOTION CARRIED: 6 yes 0 no.**

Councilmember Harper stated that since there was public testimony regarding the 10% raise, and that there is not a contract with the majority of the city crew, that this ordinance should go back to the committee for discussion. Councilmember Harper feels like the Council is selling themselves short by starting at 10% for negotiations. He would like this to go back to the committee. The Employee Relations Committee has not done lately what the majority of the Council has asked them to do. Maybe, since there is new movement in the seats, there will be some kind of progress on the committee.

**MOTION: Councilmember Harper made a motion to refer Ordinance 1662 Salary Schedule 2024 back to the Employee Relations Committee. Councilmember Harper would like the Employee Relations Committee to meet and come back with a good reason for a 10% or 3% increase for some employees, not necessarily across the board raises. This is his recommendation; seconded by Councilmember Lundh.**

**MOTION CARRIED: 3 yes 3 no. Mayor McGowan voted Nay. Ordinance 1662 went back to the Council for discussion.**

Councilmember Williams stated this salary ordinance did not get presented to the Employee Relations Committee, so to say that the committee is not doing what the Council has asked them to do is basically ram-riding decisions.

Councilmember Harper stated the majority of the elected officials asked the committee to do the work as directed. This is not ram-riding ideas, it's a committee that is not doing their job.

# City Council AGENDA

## November 27, 2023

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**MOTION: Councilmember Lundh made a motion to refer Ordinance 1662 to the Employee Relations Committee for discussion with no direction; seconded by Councilmember Harper.**

**MOTION CARRIED: 6 yes 0 no.**

### 11. Report of Committees

Councilmember Harper reported that the Consolidated Lodging Tax Committee will meet on Friday in Ellensburg. All local committee member will be present and part of that process.

Mountain Madness was a smashing success all over the county and appreciates the support from the Lodging Tax Committee.

Councilmember Lundh would like to thank Councilmember Sew Bay-Hansen for her service to the City and Council, and she was a great addition to the City.

Update on the rental properties? Councilmember Lundh would like to have the Budget Committee look at the comparisons, as the numbers are all over the board.

### 12. Adjournment by Motion

**MOTION: Councilmember Lundh made a motion to adjourn at 6:51 p.m.**

**MOTION : 6 yes 0 no.**

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Jay McGowan, Mayor

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Debbie Lee, Clerk

# CHECK REGISTER

City Of Cle Elum

Time: 12:33:08 Date: 12/11/2023

11/28/2023 To: 12/11/2023

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| Trans | Date       | Type   | Acct # | Chk # | Claimant                                 | Amount    | Memo                                                                                                                                                                                                      |
|-------|------------|--------|--------|-------|------------------------------------------|-----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 5559  | 11/28/2023 | Claims | 1      | EFT   | WA State Dept of Licensing               | 18.00     | Gun Permit #993                                                                                                                                                                                           |
| 5569  | 11/28/2023 | Claims | 1      | EFT   | Crystal Springs                          | 64.66     | City Hall water                                                                                                                                                                                           |
| 5594  | 11/30/2023 | Claims | 1      | EFT   | Century Link                             | 55.21     | Long distance/city departments/October                                                                                                                                                                    |
| 5615  | 11/28/2023 | Claims | 1      | EFT   | Iron Mountain                            | 102.10    | Police Dept shredding                                                                                                                                                                                     |
| 5620  | 11/28/2023 | Claims | 1      | EFT   | Cintas Corporation                       | 276.97    | Public works mats, towels, uniforms, cleaning 11/20                                                                                                                                                       |
| 5621  | 11/29/2023 | Claims | 1      | EFT   | WA State Dept of Licensing               | 36.00     | Gun Permits #996 and #997                                                                                                                                                                                 |
| 5622  | 12/01/2023 | Claims | 1      | EFT   | Century Link                             | 1,537.63  | Fire Dept Telephone 674-1748; City Hall Telephone 674-2262; Public Works Telephone 674-5126; Fire Dept Telephone 674-5785; Water Plant Telephone 674-3963; Police Dept Telephone 674-2991; Library teleph |
| 5623  | 12/01/2023 | Claims | 1      | EFT   | U.S. Cellular                            | 98.08     | M2M Water Plant cellular usage                                                                                                                                                                            |
| 5624  | 12/01/2023 | Claims | 1      | EFT   | U.S. Cellular                            | 455.20    | Cellular Phones -- admin, fire, public works                                                                                                                                                              |
| 5625  | 12/01/2023 | Claims | 1      | EFT   | United Health Care Insurance Company     | 472.25    | Leoff 1/Krahenbuhl supplemental insurance                                                                                                                                                                 |
| 5633  | 12/01/2023 | Claims | 1      | EFT   | T-Mobile C/O Technology Assoc.           | 119.50    | City internet backup                                                                                                                                                                                      |
| 5651  | 11/30/2023 | Claims | 1      | EFT   | WA State Dept of Licensing               | 54.00     | Gun Permits 994, 995, 998                                                                                                                                                                                 |
| 5658  | 11/30/2023 | Claims | 1      | EFT   | Chase Paymentech                         | 1,089.22  | November merchant fees utility                                                                                                                                                                            |
| 5659  | 11/30/2023 | Claims | 1      | EFT   | Chase Paymentech                         | 123.72    | November merchant fees non utility                                                                                                                                                                        |
| 5666  | 12/01/2023 | Claims | 1      | EFT   | Gigabeam Internet                        | 57.00     | Fire department internet                                                                                                                                                                                  |
| 5667  | 12/01/2023 | Claims | 1      | EFT   | Pitney Bowes Global Financial Services L | 551.54    | City hall postage machine lease                                                                                                                                                                           |
| 5668  | 12/01/2023 | Claims | 1      | EFT   | Wholesail Networks                       | 1,260.00  | City internet                                                                                                                                                                                             |
| 5725  | 12/01/2023 | Claims | 1      | EFT   | Methodworks                              | 356.73    | November monthly IT patching                                                                                                                                                                              |
| 5739  | 11/30/2023 | Claims | 1      | EFT   | American Express                         | 24.04     | November merchant fees                                                                                                                                                                                    |
| 5741  | 12/04/2023 | Claims | 1      | EFT   | 11:11 systems                            | 200.00    | city fire wall                                                                                                                                                                                            |
| 5742  | 12/04/2023 | Claims | 1      | EFT   | Xpress Bill Pay                          | 594.53    | Xpress fees November                                                                                                                                                                                      |
| 5751  | 12/04/2023 | Claims | 1      | EFT   | Inland Networks                          | 25.00     | Alarm monitoring library                                                                                                                                                                                  |
| 5757  | 11/30/2023 | Claims | 1      | EFT   | Xpress Bill Pay                          | 15.00     | Customer didn't owe this hydrant water                                                                                                                                                                    |
| 5769  | 12/05/2023 | Claims | 1      | EFT   | WA State Dept of Licensing               | 18.00     | Gun Permit 1000                                                                                                                                                                                           |
| 5770  | 12/05/2023 | Claims | 1      | EFT   | Cintas Corporation                       | 286.63    | Public Works Mats/Towels/Uniforms/Cleaning 11/27                                                                                                                                                          |
| 5813  | 12/06/2023 | Claims | 1      | EFT   | Inland Networks                          | 25.00     | Police dept alarm monitoring                                                                                                                                                                              |
| 5814  | 12/06/2023 | Claims | 1      | EFT   | Umpqua Bank                              | 7,565.09  | November credit card -- p/w plow parts, seat covers, library books, fire dept hotel training, city hall boxcase, training, microsoft licenses, dex med, jackets, coffee, Police training wireless, fuel   |
| 5815  | 12/06/2023 | Claims | 1      | EFT   | City of Cle Elum                         | 2,880.20  | November usage water/sewer bills -- fire park, p/w, library, city hall, bathrooms, rentals, water plant and pump station                                                                                  |
| 5818  | 12/07/2023 | Claims | 1      | EFT   | Methodworks                              | 1,216.13  | November IT issues--PRR, sharepoint files, new account                                                                                                                                                    |
| 5828  | 12/11/2023 | Claims | 1      | 46107 | 911 Supply                               | 500.70    | Police Depet uniforms                                                                                                                                                                                     |
| 5829  | 12/11/2023 | Claims | 1      | 46108 | Jane Agar                                | 270.00    | Library cleaning/November                                                                                                                                                                                 |
| 5830  | 12/11/2023 | Claims | 1      | 46109 | Ashbaugh Beal                            | 65,198.00 | City Heights Arbitration/October Ashbaugh Beal                                                                                                                                                            |

# CHECK REGISTER

City Of Cle Elum

Time: 12:33:08 Date: 12/11/2023

11/28/2023 To: 12/11/2023

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| Trans | Date       | Type   | Acct # | Chk # | Claimant                            | Amount     | Memo                                                                                                                                                                                                     |
|-------|------------|--------|--------|-------|-------------------------------------|------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 5831  | 12/11/2023 | Claims | 1      | 46110 | BNSF Railway Company                | 2,230.00   | Contract 400658 -- RR Land lease -- Gravel storage area                                                                                                                                                  |
| 5832  | 12/11/2023 | Claims | 1      | 46111 | Bill Rolcik Memorial Fund           | 1,000.00   | Payment made to the city from Roslyn Downtown Association for a Donation to Bill Rolcik scholarship fund                                                                                                 |
| 5833  | 12/11/2023 | Claims | 1      | 46112 | BlueArc Construction Inc.           | 9,876.02   | City Hall Maintenance/Wiring issues with heaters; Flag Pole Park electrical issue; City Hall Power Meter repair labor/damaged from 2022 snow/ice in alley; City Hall Power Meter Replacement parts damag |
| 5834  | 12/11/2023 | Claims | 1      | 46113 | Brown and Jackson Septic            | 105.00     | Coal Mine Trail Port A Potty                                                                                                                                                                             |
| 5835  | 12/11/2023 | Claims | 1      | 46114 | Canon Financial Services, Inc.      | 622.46     | City Hall Copier lease; Public works and library copier leases                                                                                                                                           |
| 5836  | 12/11/2023 | Claims | 1      | 46115 | City of Cle Elum                    | 184.18     | Coal Mine Trail Assistant hours Aug to November 2023                                                                                                                                                     |
| 5837  | 12/11/2023 | Claims | 1      | 46116 | Cle Elum Farm and Home              | 445.54     | Class b plastic hanger, PTR tape; Flag pole, key fob jeep, public restrooms, sewer, water line shut off                                                                                                  |
| 5838  | 12/11/2023 | Claims | 1      | 46117 | Cle Elum Hardware                   | 53.72      | Flatbed, vactor, city hall, wax ring, bulk items, paint brush,                                                                                                                                           |
| 5839  | 12/11/2023 | Claims | 1      | 46118 | Code Publishing Inc.                | 189.72     | Code update Ord. 1652, 1654-1657 1659 resolution 2023-025                                                                                                                                                |
| 5840  | 12/11/2023 | Claims | 1      | 46119 | Copiers Northwest Inc.              | 70.25      | City hall copier #2 base 11/19 to 12/18 and overage 10/19 to 11/18 wrong vender                                                                                                                          |
| 5841  | 12/11/2023 | Claims | 1      | 46120 | <del>Rod Forsberg</del> See # 46151 |            |                                                                                                                                                                                                          |
| 5842  | 12/11/2023 | Claims | 1      | 46121 | Grainger                            | 38.86      | Sign notice/public works                                                                                                                                                                                 |
| 5843  | 12/11/2023 | Claims | 1      | 46122 | Hardline Construction, Llc          | 8,935.23   | Emergency Pine Alpha Waterline Repair -- Retainage                                                                                                                                                       |
| 5844  | 12/11/2023 | Claims | 1      | 46123 | Harvest Valley Pest Control         | 7,030.43   | Sanitize throughout the attic space and seal all holes/areas in and out of rooms                                                                                                                         |
| 5845  | 12/11/2023 | Claims | 1      | 46124 | I Spy Fire Inc.                     | 1,405.30   | Law Subscription Level 1 -- police                                                                                                                                                                       |
| 5846  | 12/11/2023 | Claims | 1      | 46125 | James Oil/Pacific Pride             | 419.34     | 11/16 to 11/20 public works fuel                                                                                                                                                                         |
| 5847  | 12/11/2023 | Claims | 1      | 46126 | Jerrol's                            | 386.04     | City Hall cardstock; Copy paper 2 reams professional pre perforated paper; AA & AAA Batteries; Credit for 3 calendars; City hall inkjet bond paper; City hall window envelopes                           |
| 5848  | 12/11/2023 | Claims | 1      | 46127 | Kenyon Disend, PLLC                 | 19,780.29  | November attorney fees -- City Heights Streetlight Franchise; November attorney fees -- PSE Franchise; November attorney fees -- 12 acre parcel/community rec center -- review title documents and devel |
| 5849  | 12/11/2023 | Claims | 1      | 46128 | Kittitas County Solid Waste         | 89.00      | Clean up homeless camp                                                                                                                                                                                   |
| 5850  | 12/11/2023 | Claims | 1      | 46129 | L.N. Curtis and Sons                | 201,815.99 | Fire Dept FEMA Grant -- 22 SCBA Units; SCBA fire dept equipment/charging station kit                                                                                                                     |
| 5851  | 12/11/2023 | Claims | 1      | 46130 | Law Office of Mark W. Garka, PLLC   | 3,000.00   | Prosecution services November                                                                                                                                                                            |

# CHECK REGISTER

City Of Cle Elum

11/28/2023 To: 12/11/2023

Time: 12:33:08 Date: 12/11/2023

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| Trans | Date       | Type   | Acct # | Chk # | Claimant                         | Amount                                  | Memo                                                                                                                                                                                                     |
|-------|------------|--------|--------|-------|----------------------------------|-----------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 5852  | 12/11/2023 | Claims | 1      | 46131 | Mountain Auto Parts              | 7,428.65                                | Halogen beams; Black tahoe, rich tahoe, 215's car; YPS Regional, Waste water regional fluid filters, hydraulic filter; November charges flat bed, 35, shop supplies,                                     |
| 5853  | 12/11/2023 | Claims | 1      | 46132 | Mueller & Partin Inc.            | 13,286.25                               | City Heights Arbitration/November Mueller & Partin Consulting                                                                                                                                            |
| 5854  | 12/11/2023 | Claims | 1      | 46133 | Northern Kittitas County Tribune | 374.70                                  | Ord. 1660 Garbage charges 2024; 2024 water/garbage/sewer services rate increases and garbage late fee; Resolution 2023-026 2023-027 2024 water sewer rates fee schedules; 2024 Preliminary budget first; |
| 5855  | 12/11/2023 | Claims | 1      | 46134 | One Call Concepts, Inc           | 16.05                                   | Call before dig notices x 15/November                                                                                                                                                                    |
| 5856  | 12/11/2023 | Claims | 1      | 46135 | Owen Equipment                   | 1,109.49                                | Public works vac truck mounting plate and flapper weldmen                                                                                                                                                |
| 5857  | 12/11/2023 | Claims | 1      | 46136 | Pape Machinery                   | 89,768.09                               | 50P compact excavator 2023 ser #1FF050PAPPH000281; Excavator Rental final invoice                                                                                                                        |
| 5858  | 12/11/2023 | Claims | 1      | 46137 | Perteet Inc.                     | 7,888.75                                | Sun Communities Planning/November                                                                                                                                                                        |
| 5859  | 12/11/2023 | Claims | 1      | 46138 | Puget Sound Energy               | 34,866.27                               | Park and Ride Lights/Power DOT Grant                                                                                                                                                                     |
| 5860  | 12/11/2023 | Claims | 1      | 46139 | Timesaver, PC                    | 378.33                                  | Bathroom battery; Fire dept 4 pack TN 336                                                                                                                                                                |
| 5861  | 12/11/2023 | Claims | 1      | 46140 | UKC Basketball Club              | 8,000.00                                | Mtn Madness 2023 Lodging Tax Grant Upper Kittitas County                                                                                                                                                 |
| 5862  | 12/11/2023 | Claims | 1      | 46141 | United Parcel Service            | 11.76                                   | Police Dept shipping                                                                                                                                                                                     |
| 5863  | 12/11/2023 | Claims | 1      | 46142 | Veolia Water North America       | 152,025.47                              | Veolia water treatment plant November; Wastewater Treatment plant November                                                                                                                               |
| 5864  | 12/11/2023 | Claims | 1      | 46143 | WA State Dept of Trans.          | 1,996.32                                | Signal Maint. W 1st and SCE Way                                                                                                                                                                          |
| 5865  | 12/11/2023 | Claims | 1      | 46144 | WA State Dept of Transportation  | 3,353.09                                | November fuel/police dept.                                                                                                                                                                               |
| 5866  | 12/11/2023 | Claims | 1      | 46145 | WA State Patrol                  | 1,841.75                                | Police Dept background checks; Fire dept background checks; Fire Dept fire control x 1576 and pallets -- burn class                                                                                      |
| 5867  | 12/11/2023 | Claims | 1      | 46146 | WA State Treasurer               | 489.25                                  | November court remittance                                                                                                                                                                                |
| 5868  | 12/11/2023 | Claims | 1      | 46147 | Western Integrated Technologies  | 119.98                                  | Public works Vac truck plug                                                                                                                                                                              |
| 5869  | 12/11/2023 | Claims | 1      | 46148 | Willette's Towing Service        | 644.63                                  | Fier Dept fuel and tire repair                                                                                                                                                                           |
| 5901  | 12/11/2023 | Claims | 1      | 46151 | Scott & Kitty Wallace            | 1,000.00                                | Refund of variance fee paid -- not required                                                                                                                                                              |
| 5738  | 11/30/2023 | Claims | 9      | EFT   | U.S. Bank                        | 42.00                                   | November bank fees                                                                                                                                                                                       |
|       |            |        |        |       |                                  | 340 Charges For Goods & Services        | 1,000.00                                                                                                                                                                                                 |
|       |            |        |        |       |                                  | 511 Legislative                         | 564.42                                                                                                                                                                                                   |
|       |            |        |        |       |                                  | 515 Legal Services                      | 9,914.63                                                                                                                                                                                                 |
|       |            |        |        |       |                                  | 518 Centralized Services                | 27,014.69                                                                                                                                                                                                |
|       |            |        |        |       |                                  | 521 Police Department                   | 10,306.88                                                                                                                                                                                                |
|       |            |        |        |       |                                  | 522 Fire Department                     | 207,272.60                                                                                                                                                                                               |
|       |            |        |        |       |                                  | 536 Cemetery                            | 7,049.13                                                                                                                                                                                                 |
|       |            |        |        |       |                                  | 558 Planning & Community Devel          | 1,292.35                                                                                                                                                                                                 |
|       |            |        |        |       |                                  | 572 Libraries                           | 1,168.53                                                                                                                                                                                                 |
|       |            |        |        |       |                                  | 576 Park Facilities                     | 1,006.79                                                                                                                                                                                                 |
|       |            |        |        |       |                                  | <b>001 Current Expense/General Fund</b> | <b>266,590.02</b>                                                                                                                                                                                        |
|       |            |        |        |       |                                  | 515 Legal Services                      | 336.00                                                                                                                                                                                                   |

46149 46150  
on Payroll  
Register

# CHECK REGISTER

City Of Cle Elum

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|-------|------|-------------------------------------------------|--------|-------|----------|-----------|------|
|       |      | 002 UKC Recreation Center                       |        |       |          | 336.00    |      |
|       |      | 515 Legal Services                              |        |       |          | 86,828.91 |      |
|       |      | 004 City Heights WCIA Settlement Agreement 2023 |        |       |          | 86,828.91 |      |
|       |      | 542 Streets - Maintenance                       |        |       |          | 2,750.80  |      |
|       |      | 543 Streets Admin & Overhead                    |        |       |          | 3,926.19  |      |
|       |      | 591 Debt Service - Principal Repayment          |        |       |          | 160.93    |      |
|       |      | 594 Capital Expenditures                        |        |       |          | 14,979.41 |      |
|       |      | 595 Capital Expenditures- Streets               |        |       |          | 34,866.27 |      |
|       |      | 101 Street Fund                                 |        |       |          | 56,683.60 |      |
|       |      | 521 Police Department                           |        |       |          | 910.91    |      |
|       |      | 554 Environmental Services                      |        |       |          | 231.17    |      |
|       |      | 104 Police 3/10's Sales Tax Fund                |        |       |          | 1,142.08  |      |
|       |      | 557 Community Services                          |        |       |          | 8,000.00  |      |
|       |      | 106 Tourist/Lodging Tax Fund                    |        |       |          | 8,000.00  |      |
|       |      | 542 Streets - Maintenance                       |        |       |          | 289.18    |      |
|       |      | 110 Coal Mine Trail Fund                        |        |       |          | 289.18    |      |
|       |      | 558 Planning & Community Devel                  |        |       |          | 10,677.75 |      |
|       |      | 123 Sun Communities CRA 2018-01 Devel. Fund     |        |       |          | 10,677.75 |      |
|       |      | 515 Legal Services                              |        |       |          | 1,273.00  |      |
|       |      | 127 City Heights CRA 2020-01 Devel. Fund        |        |       |          | 1,273.00  |      |
|       |      | 340 Charges For Goods & Services                |        |       |          | 15.00     |      |
|       |      | 534 Water Utilities                             |        |       |          | 2,009.08  |      |
|       |      | 401 Water Fund                                  |        |       |          | 2,024.08  |      |
|       |      | 537 Garbage & Solid Waste                       |        |       |          | 606.15    |      |
|       |      | 402 Sanitary Fund                               |        |       |          | 606.15    |      |
|       |      | 534 Water Utilities                             |        |       |          | 89,679.52 |      |
|       |      | 404 Water Regional Fund                         |        |       |          | 89,679.52 |      |
|       |      | 594 Capital Expenditures                        |        |       |          | 63,566.01 |      |
|       |      | 406 Water Capital Reserve Fund                  |        |       |          | 63,566.01 |      |
|       |      | 535 Sewer                                       |        |       |          | 2,661.83  |      |
|       |      | 409 Sewer Fund                                  |        |       |          | 2,661.83  |      |
|       |      | 535 Sewer                                       |        |       |          | 65,396.36 |      |
|       |      | 410 Sewer Regional Fund                         |        |       |          | 65,396.36 |      |
|       |      | 594 Capital Expenditures                        |        |       |          | 11,454.84 |      |
|       |      | 413 Sewer Capital Reserve Fund                  |        |       |          | 11,454.84 |      |
|       |      | 580 Non Expeditures                             |        |       |          | 655.00    |      |
|       |      | 699 State Agency Fund 380/580                   |        |       |          | 655.00    |      |

\* Transaction Has Mixed Revenue And Expense Accounts

667,864.33

Claims:

667,864.33

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City Of Cle Elum

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|-------|------|------|--------|-------|----------|--------|------|
|-------|------|------|--------|-------|----------|--------|------|

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, and that I am authorized to authenticate and certify to said claim(s). Approved by the Auditing Committee:

|             |            |
|-------------|------------|
| _____       | Date _____ |
| John Glondo |            |

|               |            |
|---------------|------------|
| _____         | Date _____ |
| Steven Harper |            |

|             |            |
|-------------|------------|
| _____       | Date _____ |
| Ken Ratliff |            |

# Payroll CHECK REGISTER

City Of Cle Elum

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| Trans | Date       | Type    | Acct # | Chk # | Claimant    | Amount    | Memo                      |
|-------|------------|---------|--------|-------|-------------|-----------|---------------------------|
| 5430  | 11/20/2023 | Payroll | 1      | EFT   |             | 1,200.00  |                           |
| 5431  | 11/20/2023 | Payroll | 1      | EFT   |             | 1,500.00  |                           |
| 5432  | 11/20/2023 | Payroll | 1      | EFT   |             | 1,200.00  |                           |
| 5433  | 11/20/2023 | Payroll | 1      | EFT   |             | 2,000.00  |                           |
| 5434  | 11/20/2023 | Payroll | 1      | EFT   |             | 1,600.00  |                           |
| 5435  | 11/20/2023 | Payroll | 1      | EFT   |             | 1,900.00  |                           |
| 5436  | 11/20/2023 | Payroll | 1      | EFT   |             | 1,300.00  |                           |
| 5437  | 11/20/2023 | Payroll | 1      | EFT   |             | 500.00    |                           |
| 5438  | 11/20/2023 | Payroll | 1      | EFT   |             | 2,000.00  |                           |
| 5439  | 11/20/2023 | Payroll | 1      | EFT   |             | 750.00    |                           |
| 5440  | 11/20/2023 | Payroll | 1      | EFT   |             | 1,100.00  |                           |
| 5441  | 11/20/2023 | Payroll | 1      | EFT   |             | 1,600.00  |                           |
| 5442  | 11/20/2023 | Payroll | 1      | EFT   |             | 2,500.00  |                           |
| 5443  | 11/20/2023 | Payroll | 1      | EFT   |             | 1,750.00  |                           |
| 5444  | 11/20/2023 | Payroll | 1      | EFT   |             | 2,500.00  |                           |
| 5445  | 11/20/2023 | Payroll | 1      | EFT   |             | 2,000.00  |                           |
| 5446  | 11/20/2023 | Payroll | 1      | EFT   |             | 600.00    |                           |
| 5447  | 11/20/2023 | Payroll | 1      | EFT   |             | 2,000.00  |                           |
| 5448  | 11/20/2023 | Payroll | 1      | EFT   |             | 1,000.00  |                           |
| 5449  | 11/20/2023 | Payroll | 1      | EFT   |             | 2,000.00  |                           |
| 5450  | 11/20/2023 | Payroll | 1      | EFT   | Umpqua Bank | 20,000.00 | 941 Taxes for Draws 11/20 |
| 5669  | 12/05/2023 | Payroll | 1      | EFT   |             | 1,554.88  |                           |
| 5670  | 12/05/2023 | Payroll | 1      | EFT   |             | 6,815.53  |                           |
| 5671  | 12/05/2023 | Payroll | 1      | EFT   |             | 2,340.81  |                           |
| 5672  | 12/05/2023 | Payroll | 1      | EFT   |             | 2,112.81  |                           |
| 5673  | 12/05/2023 | Payroll | 1      | EFT   |             | 3,048.02  |                           |
| 5674  | 12/05/2023 | Payroll | 1      | EFT   |             | 3,933.60  |                           |
| 5675  | 12/05/2023 | Payroll | 1      | EFT   |             | 227.46    |                           |
| 5676  | 12/05/2023 | Payroll | 1      | EFT   |             | 1,746.48  |                           |
| 5677  | 12/05/2023 | Payroll | 1      | EFT   |             | 2,219.73  |                           |
| 5678  | 12/05/2023 | Payroll | 1      | EFT   |             | 4,172.92  |                           |
| 5679  | 12/05/2023 | Payroll | 1      | EFT   |             | 227.46    |                           |
| 5680  | 12/05/2023 | Payroll | 1      | EFT   |             | 49.89     |                           |
| 5682  | 12/05/2023 | Payroll | 1      | EFT   |             | 4,708.18  |                           |
| 5683  | 12/05/2023 | Payroll | 1      | EFT   |             | 2,058.83  |                           |
| 5684  | 12/05/2023 | Payroll | 1      | EFT   |             | 126.77    |                           |
| 5685  | 12/05/2023 | Payroll | 1      | EFT   |             | 5,528.22  |                           |
| 5686  | 12/05/2023 | Payroll | 1      | EFT   |             | 4,240.97  |                           |
| 5687  | 12/05/2023 | Payroll | 1      | EFT   |             | 2,829.58  |                           |
| 5688  | 12/05/2023 | Payroll | 1      | EFT   |             | 227.46    |                           |
| 5689  | 12/05/2023 | Payroll | 1      | EFT   |             | 3,955.86  |                           |
| 5690  | 12/05/2023 | Payroll | 1      | EFT   |             | 2,132.56  |                           |
| 5692  | 12/05/2023 | Payroll | 1      | EFT   |             | 227.46    |                           |
| 5693  | 12/05/2023 | Payroll | 1      | EFT   |             | 5,307.12  |                           |
| 5695  | 12/05/2023 | Payroll | 1      | EFT   |             | 2,336.02  |                           |
| 5696  | 12/05/2023 | Payroll | 1      | EFT   |             | 2,584.16  |                           |
| 5697  | 12/05/2023 | Payroll | 1      | EFT   |             | 3,506.07  |                           |
| 5698  | 12/05/2023 | Payroll | 1      | EFT   |             | 4,100.16  |                           |
| 5699  | 12/05/2023 | Payroll | 1      | EFT   |             | 125.96    |                           |
| 5700  | 12/05/2023 | Payroll | 1      | EFT   |             | 298.05    |                           |
| 5701  | 12/05/2023 | Payroll | 1      | EFT   |             | 1,221.71  |                           |
| 5702  | 12/05/2023 | Payroll | 1      | EFT   |             | 1,375.09  |                           |
| 5703  | 12/05/2023 | Payroll | 1      | EFT   |             | 227.46    |                           |
| 5704  | 12/05/2023 | Payroll | 1      | EFT   |             | 3,288.06  |                           |
| 5705  | 12/05/2023 | Payroll | 1      | EFT   |             | 3,839.41  |                           |
| 5706  | 12/05/2023 | Payroll | 1      | EFT   |             | 3,946.10  |                           |
| 5707  | 12/05/2023 | Payroll | 1      | EFT   |             | 538.69    |                           |

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|-------|------------|---------|--------|-------|-------------------------------------|-----------|-----------------------------------------------------------------------------------------------------------------------------------------------|
| 5708  | 12/05/2023 | Payroll | 1      | EFT   |                                     | 4,932.16  |                                                                                                                                               |
| 5709  | 12/05/2023 | Payroll | 1      | EFT   |                                     | 227.46    |                                                                                                                                               |
| 5712  | 12/05/2023 | Payroll | 1      | EFT   | AWC Health Insurance                | 31,060.77 | Pay Cycle(s) 12/05/2023 To 12/05/2023 - Asuris 250 Med/Den/Vis                                                                                |
| 5713  | 12/05/2023 | Payroll | 1      | EFT   | Colonial Life                       | 604.26    | Pay Cycle(s) 12/05/2023 To 12/05/2023 - Colonial Insurance Pre; Pay Cycle(s) 12/05/2023 To 12/05/2023 - Colonial Insurance                    |
| 5714  | 12/05/2023 | Payroll | 1      | EFT   | HRA VEBA Trust Contributions        | 6,308.00  | Pay Cycle(s) 12/05/2023 To 12/05/2023 - Veba                                                                                                  |
| 5715  | 12/05/2023 | Payroll | 1      | EFT   | Northwest Admin Transfer Acct       | 2,834.50  | Pay Cycle(s) 12/05/2023 To 12/05/2023 - NW Admin RWT/Dental                                                                                   |
| 5716  | 12/05/2023 | Payroll | 1      | EFT   | Teamsters Local #760                | 795.00    | Pay Cycle(s) 12/05/2023 To 12/05/2023 - Teamsters Dues                                                                                        |
| 5717  | 12/05/2023 | Payroll | 1      | EFT   | UEBT                                | 10,470.00 | Pay Cycle(s) 12/05/2023 To 12/05/2023 - UEBT Medical Vision                                                                                   |
| 5718  | 12/05/2023 | Payroll | 1      | EFT   | Umpqua Bank                         | 26,334.63 | 941 Deposit for Pay Cycle(s) 12/05/2023 - 12/05/2023                                                                                          |
| 5719  | 12/05/2023 | Payroll | 1      | EFT   | Washington State Support Registry   | 126.42    | Pay Cycle(s) 12/05/2023 To 12/05/2023 - Child Support                                                                                         |
| 5724  | 12/05/2023 | Payroll | 1      | EFT   | WA State Dept of Retirement Sys.    | 4,357.00  | Pay Cycle(s) 12/05/2023 To 12/05/2023 - Deferred Comp                                                                                         |
| 5727  | 12/05/2023 | Payroll | 1      | EFT   | WA State Dept of Retirement Sys.    | 26,092.95 | Pay Cycle(s) 12/05/2023 To 12/05/2023 - PERS2; Pay Cycle(s) 12/05/2023 To 12/05/2023 - LEOFF2; Pay Cycle(s) 12/05/2023 To 12/05/2023 - PERS 3 |
| 5776  | 12/06/2023 | Payroll | 1      | EFT   |                                     | 196.09    |                                                                                                                                               |
| 5777  | 12/06/2023 | Payroll | 1      | EFT   |                                     | 60.40     |                                                                                                                                               |
| 5778  | 12/06/2023 | Payroll | 1      | EFT   |                                     | 49.90     |                                                                                                                                               |
| 5780  | 12/06/2023 | Payroll | 1      | EFT   |                                     | 112.05    |                                                                                                                                               |
| 5781  | 12/06/2023 | Payroll | 1      | EFT   |                                     | 899.92    |                                                                                                                                               |
| 5782  | 12/06/2023 | Payroll | 1      | EFT   |                                     | 11.39     |                                                                                                                                               |
| 5787  | 12/06/2023 | Payroll | 1      | EFT   |                                     | 305.52    |                                                                                                                                               |
| 5789  | 12/06/2023 | Payroll | 1      | EFT   |                                     | 171.57    |                                                                                                                                               |
| 5790  | 12/06/2023 | Payroll | 1      | EFT   |                                     | 234.61    |                                                                                                                                               |
| 5793  | 12/06/2023 | Payroll | 1      | EFT   |                                     | 21.02     |                                                                                                                                               |
| 5794  | 12/06/2023 | Payroll | 1      | EFT   |                                     | 189.96    |                                                                                                                                               |
| 5795  | 12/06/2023 | Payroll | 1      | EFT   |                                     | 117.29    |                                                                                                                                               |
| 5796  | 12/06/2023 | Payroll | 1      | EFT   |                                     | 1,041.73  |                                                                                                                                               |
| 5797  | 12/06/2023 | Payroll | 1      | EFT   |                                     | 246.86    |                                                                                                                                               |
| 5799  | 12/06/2023 | Payroll | 1      | EFT   |                                     | 75.28     |                                                                                                                                               |
| 5800  | 12/06/2023 | Payroll | 1      | EFT   |                                     | 167.20    |                                                                                                                                               |
| 5801  | 12/06/2023 | Payroll | 1      | EFT   |                                     | 104.18    |                                                                                                                                               |
| 5802  | 12/06/2023 | Payroll | 1      | EFT   |                                     | 429.84    |                                                                                                                                               |
| 5803  | 12/06/2023 | Payroll | 1      | EFT   |                                     | 795.30    |                                                                                                                                               |
| 5804  | 12/06/2023 | Payroll | 1      | EFT   |                                     | 59.09     |                                                                                                                                               |
| 5806  | 12/05/2023 | Payroll | 1      | EFT   | Umpqua Bank                         | 1,306.94  | 941 Deposit for Pay Cycle(s) 12/06/2023 - 12/06/2023                                                                                          |
| 5877  | 12/07/2023 | Payroll | 1      | EFT   | WA State Dept of Labor & Ind.       | 16,152.45 |                                                                                                                                               |
| 5880  | 12/07/2023 | Payroll | 1      | EFT   | Employment Security Dept PFML & LTC | 3,184.27  | Pay Cycle(s) 10/01/2023 To 12/31/2023 - ESD -- PFMLA                                                                                          |
| 5881  | 12/07/2023 | Payroll | 1      | EFT   | Employment Security Dept PFML & LTC | 2,972.86  | Pay Cycle(s) 10/01/2023 To 12/31/2023 - ESD -- LTC                                                                                            |

*Volunteer EFT 11/01/23*

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|-------|------------|---------|--------|-------|---------------------------|-----------------------------------------|-----------------------------------------------------------------|
| 5681  | 12/05/2023 | Payroll | 1      | 46071 |                           | 217.46                                  |                                                                 |
| 5691  | 12/05/2023 | Payroll | 1      | 46072 |                           | 1,005.02                                |                                                                 |
| 5694  | 12/05/2023 | Payroll | 1      | 46073 |                           | 2,485.49                                |                                                                 |
| 5710  | 12/05/2023 | Payroll | 1      | 46074 | Bill Rolcik Memorial Fund | 110.00                                  | Pay Cycle(s) 12/05/2023 To 12/05/2023 - Bill Rock Mem Fund      |
| 5711  | 12/05/2023 | Payroll | 1      | 46075 | WCTPTF                    | 3,670.26                                | Pay Cycle(s) 12/05/2023 To 12/05/2023 - Teamsters Pension Trust |
| 5772  | 12/06/2023 | Payroll | 1      | 46076 |                           | 114.68                                  |                                                                 |
| 5773  | 12/06/2023 | Payroll | 1      | 46077 |                           | 116.43                                  |                                                                 |
| 5774  | 12/06/2023 | Payroll | 1      | 46078 |                           | 49.03                                   |                                                                 |
| 5775  | 12/06/2023 | Payroll | 1      | 46079 |                           | 194.34                                  |                                                                 |
| 5779  | 12/06/2023 | Payroll | 1      | 46080 |                           | 33.27                                   |                                                                 |
| 5783  | 12/06/2023 | Payroll | 1      | 46081 |                           | 27.14                                   |                                                                 |
| 5784  | 12/06/2023 | Payroll | 1      | 46082 |                           | 26.25                                   |                                                                 |
| 5785  | 12/06/2023 | Payroll | 1      | 46083 |                           | 18.38                                   |                                                                 |
| 5786  | 12/06/2023 | Payroll | 1      | 46084 |                           | 608.41                                  |                                                                 |
| 5788  | 12/06/2023 | Payroll | 1      | 46085 |                           | 22.76                                   |                                                                 |
| 5791  | 12/06/2023 | Payroll | 1      | 46086 |                           | 360.67                                  |                                                                 |
| 5792  | 12/06/2023 | Payroll | 1      | 46087 |                           | 407.06                                  |                                                                 |
| 5798  | 12/06/2023 | Payroll | 1      | 46088 |                           | 31.52                                   |                                                                 |
| 5805  | 12/06/2023 | Payroll | 1      | 46089 |                           | 129.56                                  |                                                                 |
| 5878  | 12/07/2023 | Payroll | 1      | 46149 | Kaylee M Thompson         | 335.73                                  | Reimburse L&I deducted from 2023 volunteer FF pay               |
| 5879  | 12/07/2023 | Payroll | 1      | 46150 | Cody Traylor              | 24.95                                   | Reimburse L&I deducted from 2023 volunteer FF pay               |
|       |            |         |        |       |                           | 511 Legislative                         | 1,899.87                                                        |
|       |            |         |        |       |                           | 512 Judicial                            | 5,853.02                                                        |
|       |            |         |        |       |                           | 513 Executive                           | 10,171.78                                                       |
|       |            |         |        |       |                           | 514 Financial, Recording & Elections    | 12,901.96                                                       |
|       |            |         |        |       |                           | 521 Police Department                   | 116,679.60                                                      |
|       |            |         |        |       |                           | 522 Fire Department                     | 22,245.04                                                       |
|       |            |         |        |       |                           | 536 Cemetery                            | 881.35                                                          |
|       |            |         |        |       |                           | 558 Planning & Community Devel          | 6,922.75                                                        |
|       |            |         |        |       |                           | 572 Libraries                           | 9,475.75                                                        |
|       |            |         |        |       |                           | 576 Park Facilities                     | 1,894.18                                                        |
|       |            |         |        |       |                           | 580 Non Expeditures                     | 6,104.66                                                        |
|       |            |         |        |       |                           | <b>001 Current Expense/General Fund</b> | <b>195,029.96</b>                                               |
|       |            |         |        |       |                           | 542 Streets - Maintenance               | 11,747.06                                                       |
|       |            |         |        |       |                           | <b>101 Street Fund</b>                  | <b>11,747.06</b>                                                |
|       |            |         |        |       |                           | 521 Police Department                   | 9,618.69                                                        |
|       |            |         |        |       |                           | 554 Environmental Services              | 3,909.02                                                        |
|       |            |         |        |       |                           | <b>104 Police 3/10's Sales Tax Fund</b> | <b>13,527.71</b>                                                |
|       |            |         |        |       |                           | 534 Water Utilities                     | 36,554.05                                                       |
|       |            |         |        |       |                           | <b>401 Water Fund</b>                   | <b>36,554.05</b>                                                |
|       |            |         |        |       |                           | 537 Garbage & Solid Waste               | 7,678.25                                                        |
|       |            |         |        |       |                           | <b>402 Sanitary Fund</b>                | <b>7,678.25</b>                                                 |
|       |            |         |        |       |                           | 535 Sewer                               | 16,621.45                                                       |
|       |            |         |        |       |                           | 538 Combined Utilities                  | 10,058.34                                                       |
|       |            |         |        |       |                           | <b>409 Sewer Fund</b>                   | <b>26,679.79</b>                                                |

Volunteer FF Payroll

## CHECK REGISTER

City Of Cle Elum

Time: 17:07:23 Date: 12/07/2023

11/06/2023 To: 12/11/2023

Page: 4

| Trans | Date | Type | Acct # | Chk # | Claimant | Amount     | Memo                |
|-------|------|------|--------|-------|----------|------------|---------------------|
|       |      |      |        |       |          | 291,216.82 | Payroll: 291,216.82 |

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, and that I am authorized to authenticate and certify to said claim(s). Approved by the Auditing Committee:

\_\_\_\_\_  
John Glondo Date \_\_\_\_\_

\_\_\_\_\_  
Steven Harper Date \_\_\_\_\_

\_\_\_\_\_  
Ken Ratliff Date \_\_\_\_\_

2023

## Cle Elum 2nd Half Summary

| TOTAL CALLS FOR SERVICE              |  | JULY  | AUGUST | SEPTEMBER | OCTOBER | NOVEMBER | DECEMBER | TOTALS |
|--------------------------------------|--|-------|--------|-----------|---------|----------|----------|--------|
| CLE ELUM                             |  | 346   | 327    | 350       | 296     | 226      |          | 1545   |
| ROSLYN                               |  | 128   | 92     | 91        | 79      | 62       |          | 452    |
| BOOKINGS                             |  | JULY  | AUGUST | SEPTEMBER | OCTOBER | NOVEMBER | DECEMBER | TOTALS |
| DUI                                  |  |       |        |           |         |          |          | 0      |
| Assault DV                           |  | 1     |        |           |         | 2        |          | 3      |
| Assault                              |  |       | 1      |           |         |          |          | 1      |
| Felony Arrests                       |  |       | 1      |           | 2       |          |          | 3      |
| Other Arrests                        |  | 1     |        |           | 4       | 1        |          | 6      |
| Juvenile Arrest                      |  |       | 1      |           |         |          |          | 1      |
| Warrant Arrests                      |  | 2     | 1      | 1         |         |          |          | 4      |
| TOTAL MONTHLY BOOKINGS               |  | 4     | 4      | 1         | 6       | 3        | 0        |        |
| TOTAL 2ND HALF BOOKINGS              |  | ----- | -----  | -----     | -----   | -----    | ----->   | 18     |
| Citations/Infractions                |  | JULY  | AUGUST | SEPTEMBER | OCTOBER | NOVEMBER | DECEMBER |        |
| Traffic Infractions                  |  | 13    | 4      | 8         | 9       | 0        |          | 34     |
| Non-Traffic Infractions              |  | 1     |        |           |         |          |          | 1      |
| Criminal Traffic Citations           |  |       |        | 3         | 2       | 0        |          | 5      |
| Criminal Non- Traffic Citations      |  | 1     | 2      | 1         | 4       | 4        |          | 12     |
| DUI Traffic Criminal Citations       |  | 1     | 1      | 1         | 3       |          |          | 6      |
| Parking Citations                    |  |       |        |           |         |          |          | 0      |
| MONTHLY CITATION/INFRACTION          |  | 16    | 7      | 13        | 18      | 4        | 0        |        |
| TOTAL 2ND HALF CITATIONS/INFRACTIONS |  | ----- | -----  | -----     | -----   | -----    | ----->   | 58     |

**Cle Elum - Roslyn Police Department  
City of Roslyn 2nd Half Summary**

| <b>2023</b>                             |  |      |     |      |     |     |     |
|-----------------------------------------|--|------|-----|------|-----|-----|-----|
|                                         |  | JULY | AUG | SEPT | OCT | NOV | DEC |
| <b>TOTAL CALLS FOR SERVICE:</b>         |  | 128  | 92  | 91   | 79  | 62  |     |
| <b>BOOKINGS</b>                         |  |      |     |      |     |     |     |
| DUI                                     |  |      | 1   | 1    |     |     |     |
| Assault DV                              |  |      |     |      |     |     |     |
| Assault                                 |  |      |     |      |     |     |     |
| Felony Arrests                          |  |      | 1   |      |     |     |     |
| Other Arrests                           |  |      |     | 1    | 1   |     |     |
| Warrant Served                          |  |      |     |      |     |     |     |
| Juvenile                                |  |      |     |      |     |     |     |
| <b>TOTAL MONTHLY BOOKINGS</b>           |  | 0    | 2   | 2    | 1   | 0   | 0   |
| <b>TOTAL YTD BOOKINGS</b> →             |  | 5    | ←   |      |     |     |     |
| <b>Citations/Infractions</b>            |  |      |     |      |     |     |     |
| <b>CITATIONS/INFRACTIONS</b>            |  |      |     |      |     |     |     |
| Traffic Infractions                     |  | 4    | 1   | 1    |     |     |     |
| Non-Traffic Infractions                 |  |      |     |      |     |     |     |
| Criminal Traffic Citations              |  |      | 2   |      |     |     |     |
| Criminal Non- Traffic Citations         |  |      |     |      |     | 1   |     |
| DUI Citations                           |  |      | 1   | 2    |     |     |     |
| Parking Infractions                     |  |      |     | 1    | 1   |     |     |
| <b>MONTHLY CITATION/INFRACTIONS</b> →   |  | 4    | 4   | 4    | 1   | 1   | 0   |
| <b>TOTALYTD CITATIONS/INFRACTIONS</b> → |  | 14   | ←   |      |     |     |     |
|                                         |  |      |     |      |     |     |     |
|                                         |  |      |     |      |     |     |     |

# Cle Elum Fire Department

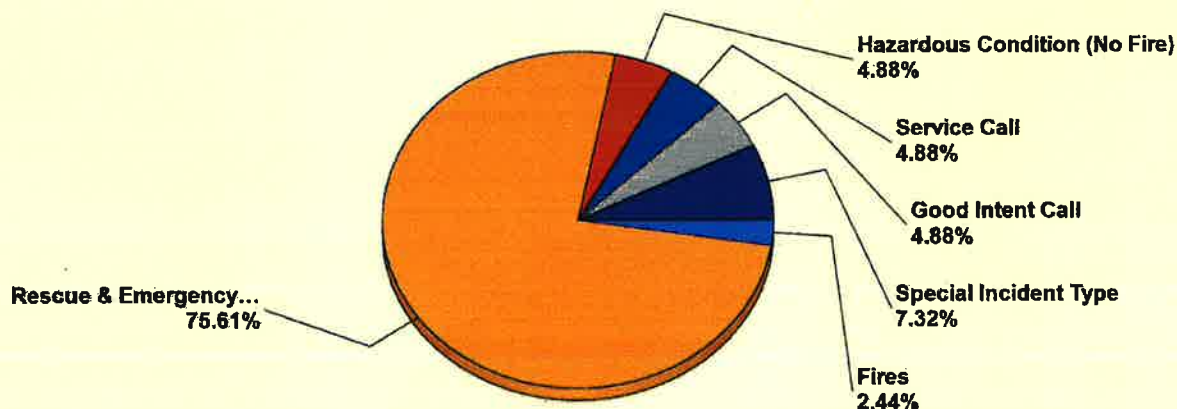
Cle Elum, WA

This report was generated on 12/11/2023 11:25:21 AM



## Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 11/01/2023 | End Date: 11/30/2023



| MAJOR INCIDENT TYPE                | # INCIDENTS | % of TOTAL  |
|------------------------------------|-------------|-------------|
| Fires                              | 1           | 2.44%       |
| Rescue & Emergency Medical Service | 31          | 75.61%      |
| Hazardous Condition (No Fire)      | 2           | 4.88%       |
| Service Call                       | 2           | 4.88%       |
| Good Intent Call                   | 2           | 4.88%       |
| Special Incident Type              | 3           | 7.32%       |
| <b>TOTAL</b>                       | <b>41</b>   | <b>100%</b> |

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.



emergencyreporting.com

Doc Id: 553

Page # 1 of 2

| Detailed Breakdown by Incident Type                    |             |             |
|--------------------------------------------------------|-------------|-------------|
| INCIDENT TYPE                                          | # INCIDENTS | % of TOTAL  |
| 111 - Building fire                                    | 1           | 2.44%       |
| 311 - Medical assist, assist EMS crew                  | 5           | 12.2%       |
| 320 - Emergency medical service, other                 | 1           | 2.44%       |
| 321 - EMS call, excluding vehicle accident with injury | 25          | 60.98%      |
| 440 - Electrical wiring/equipment problem, other       | 1           | 2.44%       |
| 480 - Attempted burning, illegal action, other         | 1           | 2.44%       |
| 550 - Public service assistance, other                 | 2           | 4.88%       |
| 611 - Dispatched & cancelled en route                  | 2           | 4.88%       |
| 911 - Citizen complaint                                | 3           | 7.32%       |
| <b>TOTAL INCIDENTS:</b>                                | <b>41</b>   | <b>100%</b> |

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.



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Doc Id: 553  
Page # 2 of 2

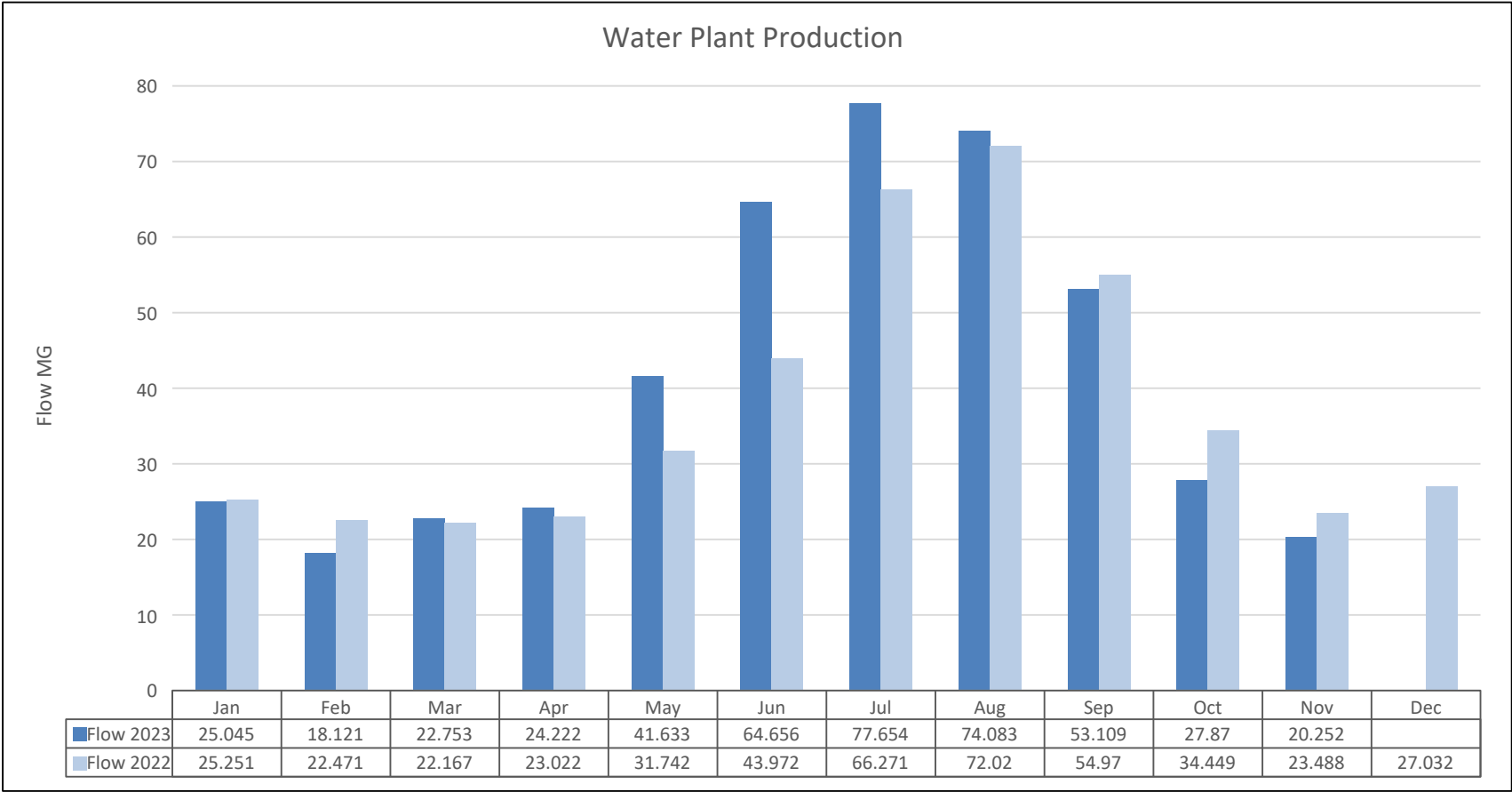
# Council Meeting 12-11-2023

Your honorable Mayor and city council,

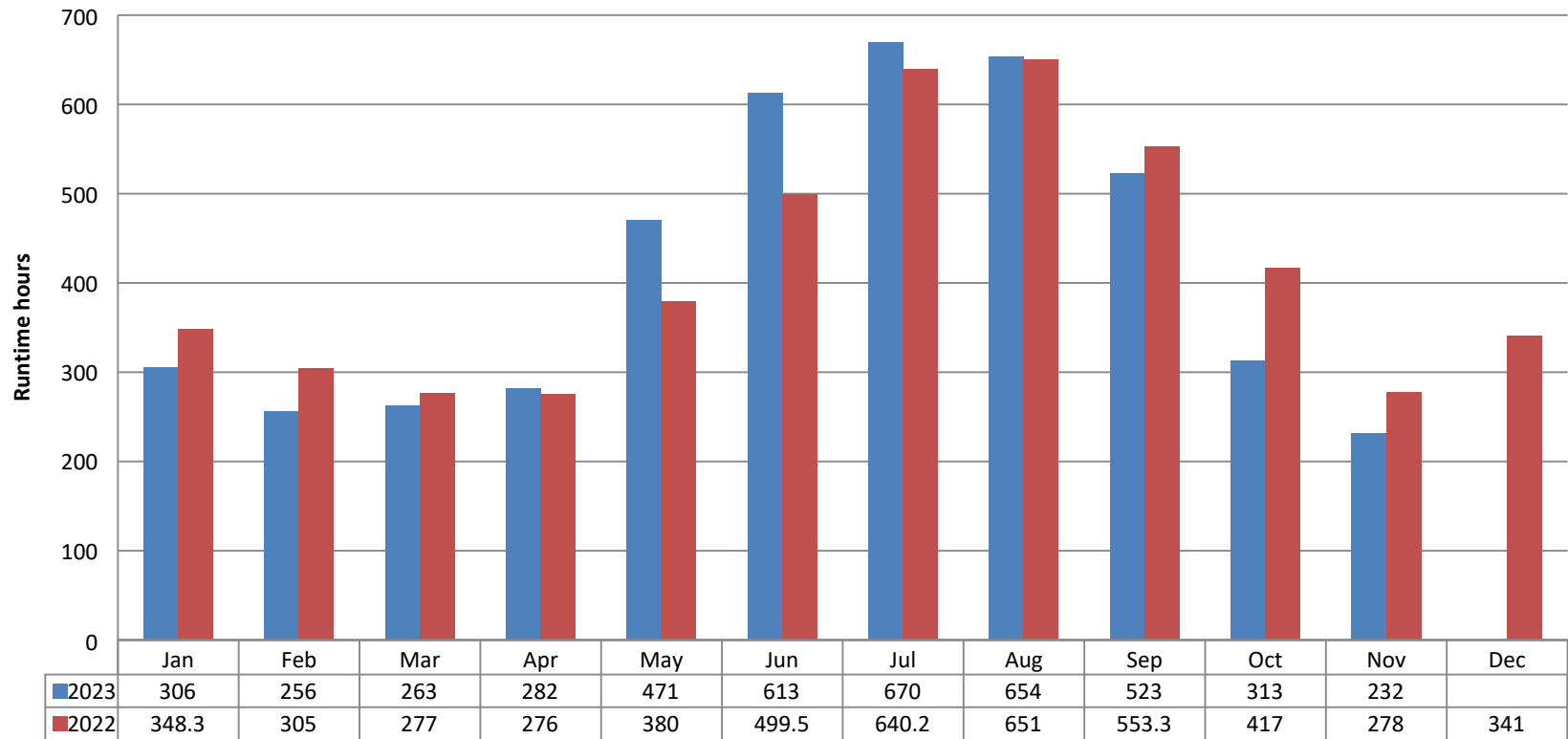
1. Report of calls in the month of Nov we had 1 fire 31 Ems, 9 others for a total of 41 calls.

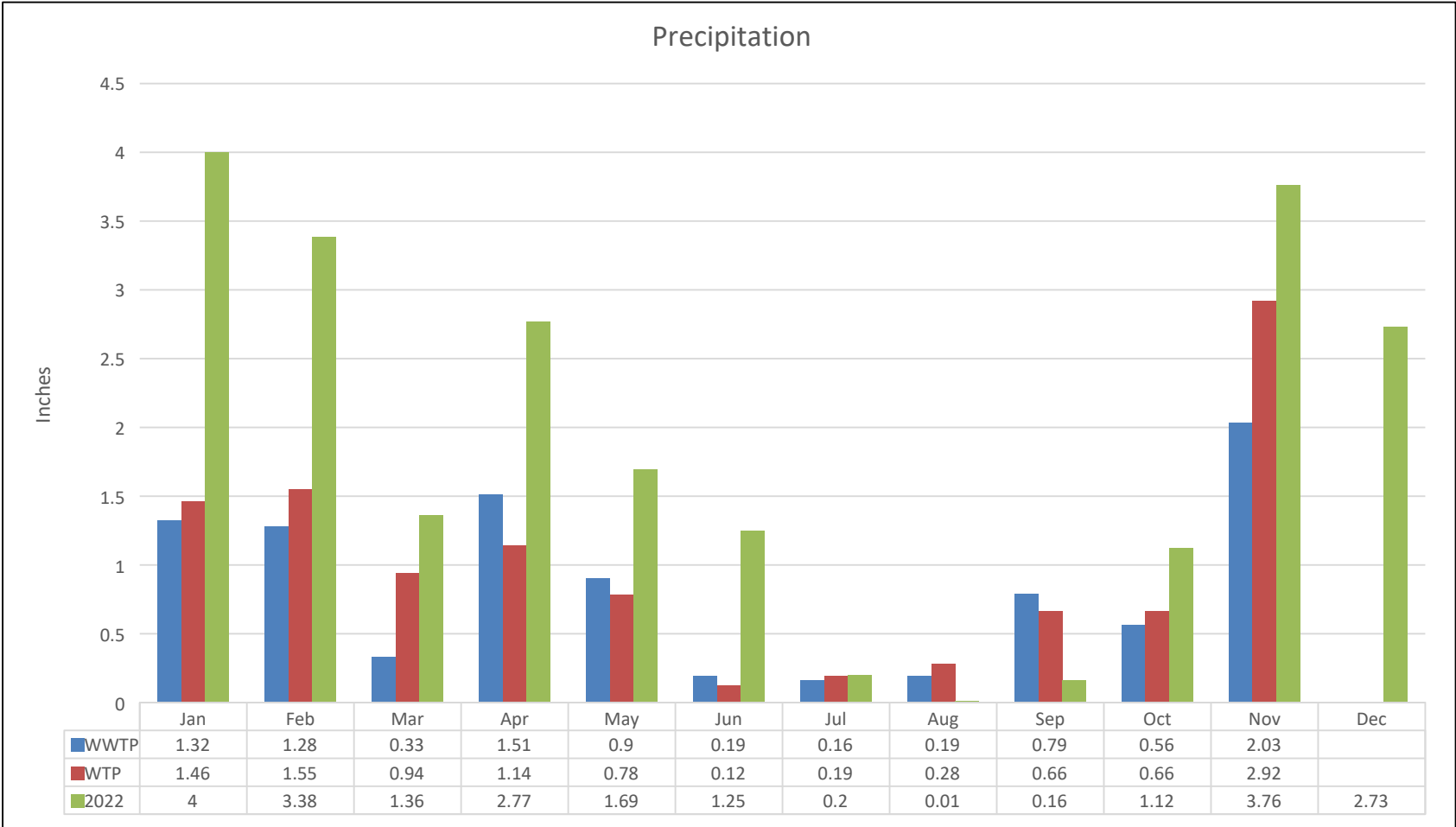
Fire reports break down One mutual aid request district 7 structure fire.

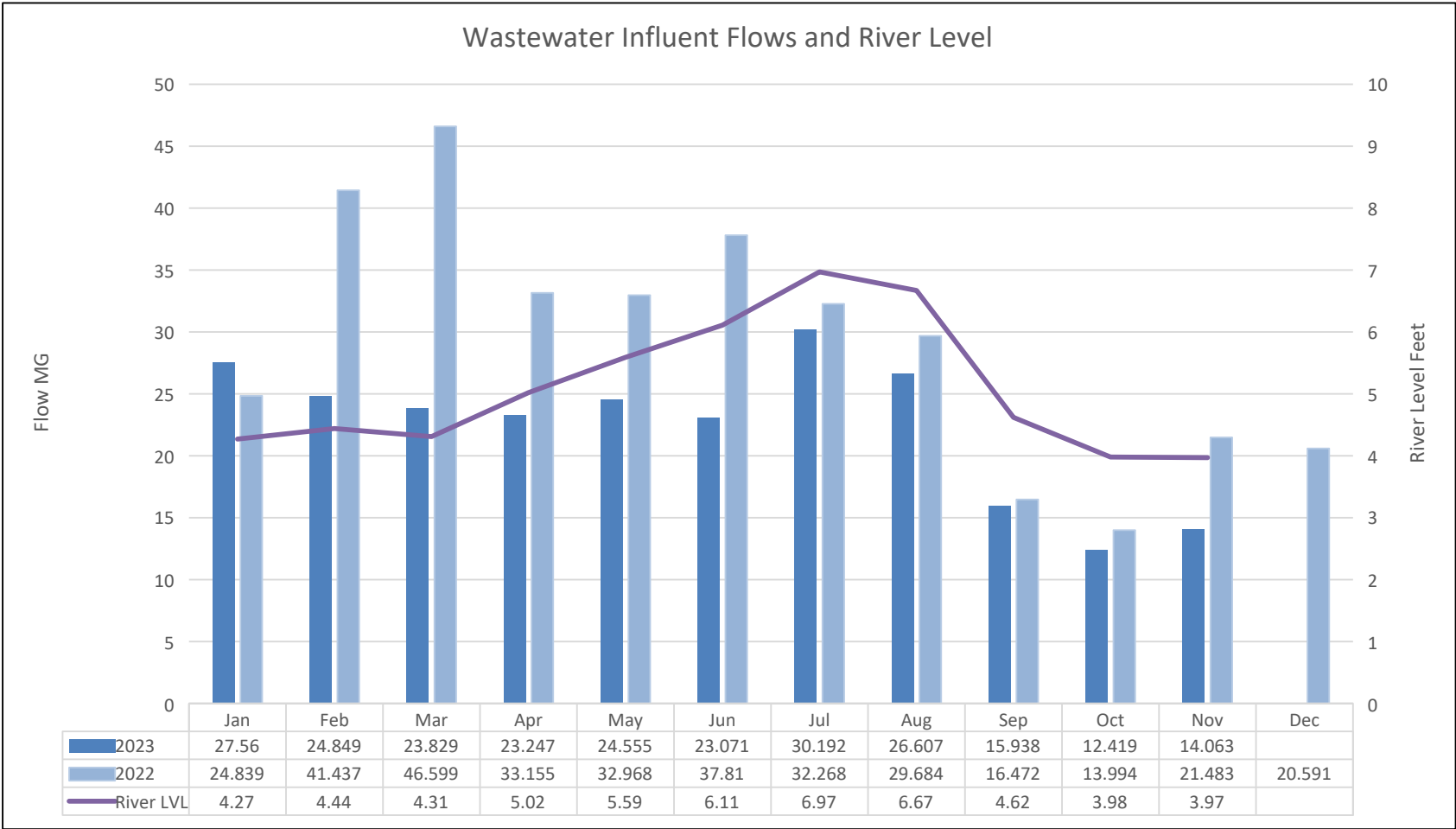
2. Smoke Alarms installed up to date, installed 58 new smoke detectors in residences again if you have reached out to us and we have not made it to you as of yet please be patient we are working our way to you.

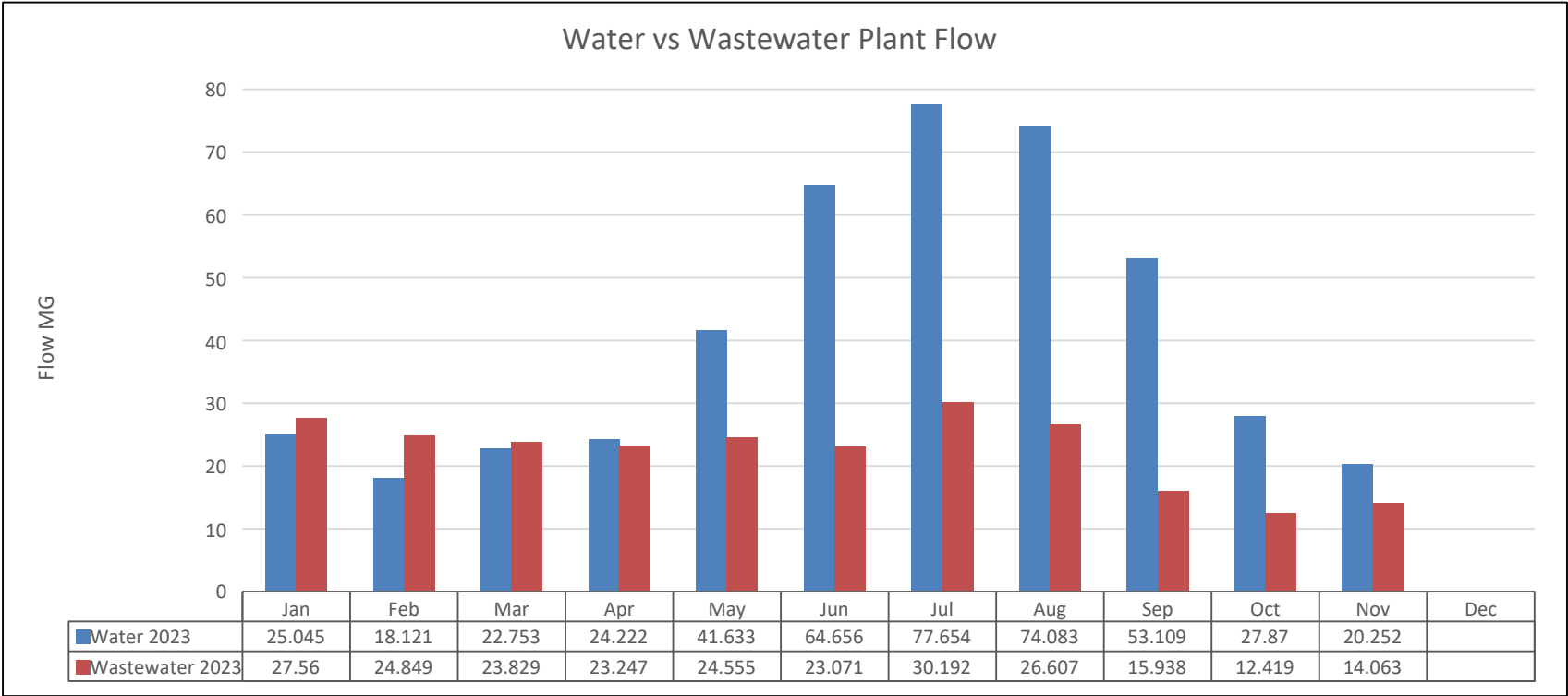


## Water Plant Run Time

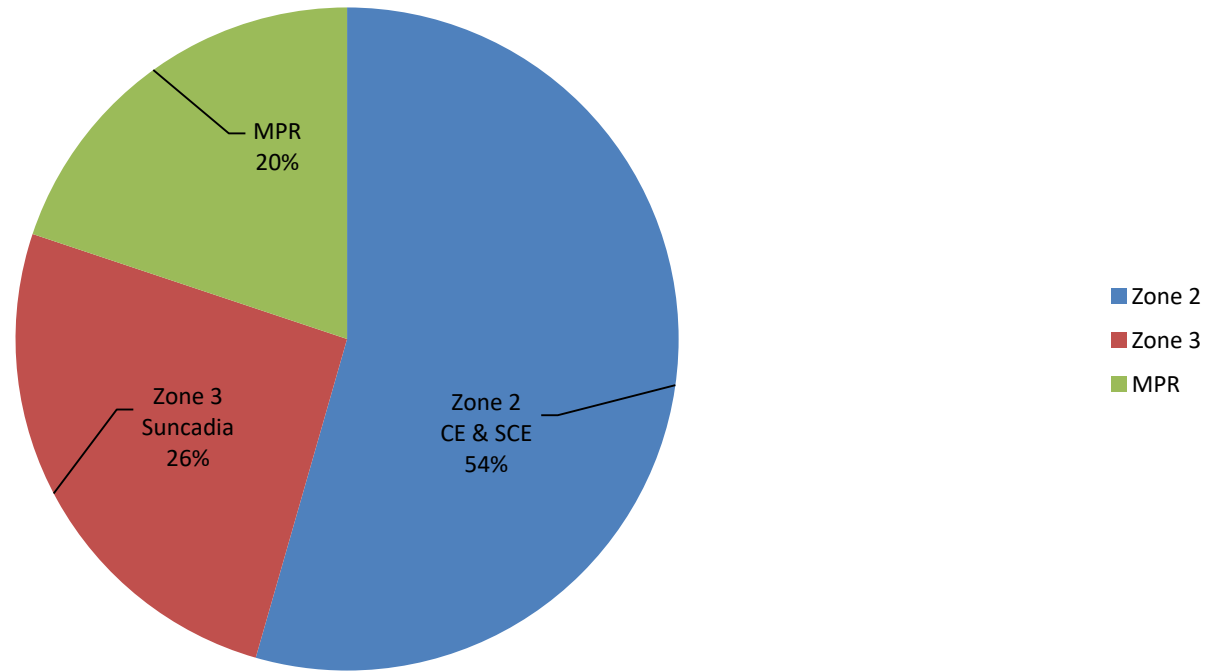








### Percent of Flow - November



## **December 11th Council Meeting**

- Good evening Honorable Mayor and members of the Council.
  - My usual graphs are enclosed in your council packet, I would be happy to answer any questions you may have about them.
  - At the wastewater plant we received the paddle drive parts, staff are working to get the bearings and gears pressed into the housing, we hope to have the paddle drive back in operation this week.
  - We were on the well field last week due to heavy rain and a turbid river, which coincided with the intake station cleaning by divers on Tuesday 12/5.
  - The irrigation VFD was delivered last Friday, we will schedule the installation for early 2024.
  - Otherwise, both plants are running well.

**CITY OF CLE ELUM**  
**Planning Department**

**AGENDA**  
**STAFF REPORT**

**AGENDA DATE:** *December 11, 2023*

**ACTION REQUESTED:** *None, Current Planning Update: November 13, 2023 – December 11, 2023*

---

**BACKGROUND:**

***Current Planning Permits:***

1. ***Short Term Rental Approval***
2. ***Site Design Review for 117 E First St*** – received, reviewed, issued a decision
3. ***Franchise Agreement*** for lighting in City Heights, in progress
4. ***Wildwood Ranch Subdivision*** – still incomplete; waiting on a Wetland Delineation Study, and other updates.
5. ***Fowler Creek Annexation***; still waiting on updated legals.
6. ***Pre-Application*** meeting with Upper Kittitas County Recreation Center and issued a summary for next steps.
7. Processed 2 ***Sign Permit*** approvals
8. 47 North – assisting with review process (in review)

***Code Enforcement:***

1. 611 E 2nd St – Commercial vehicles parked in a residential neighborhood; issue letter.
2. 1105 E 3rd St – Camping in a residential neighborhood; issue letter.
3. 303 Bala Drive – BroBro Towing; issue letter regarding commercial business operating in a residential neighborhood; in person meeting.
4. Thai Restaurant Sign Removal – follow up emails and communication.
5. Brian Tate – Right of Way – research related to unimproved right-of-way, follow up email to staff.

***General Planning Support:***

1. Prepared letters for downtown property owners that will be affected or need to make property changes to their businesses in downtown as it relates to the final phase of First Street Improvements
2. Business License Review and assistance to staff
3. Provided planning support to the public and staff related to: Mobile vendor parking; Residential development; Comprehensive Plan Amendments; Duplex development; Historic Registry; Downtown Development; Industrial Development; Open air markets – temporary use permits; etc.
4. Onsite Support; walk-ins
5. Planning Commission – meeting w/ Commerce and Dept. of Fish and Wildlife regarding Critical Areas, developed presentations regarding Zero Lot Line Development and Industrial vs. Commercial zoning for discussion and possible code amendments.
6. Council Presentations

**RECOMMENDATION:**

*None*

**HANDLING:**

*City Clerk, Council*

**ATTACHMENTS:**

*None*

**LEAD STAFF:**

*Colleda Monick, HLA*

## **TASK ORDER NO. 2023-07**

REGARDING GENERAL AGREEMENT BETWEEN CITY OF CLE ELUM

AND

HLA ENGINEERING AND LAND SURVEYING, INC. (HLA)

### **PROJECT DESCRIPTION:**

#### **Airport Hangar Development**

#### **HLA Project No. 23206E**

The City of Cle Elum (CITY) is the sponsor for the Cle Elum Airport which is a public general aviation airport. An Airport Layout Plan was last completed in 2013 and identified the major airport characteristics and proposed a development plan for continued operation and expansion. There has been interest in developing several airport hangars on the airfield. In accordance with Federal Aviation Administration (FAA) requirements, building and infrastructure development within the Airport boundary is required to be coordinated and approved by FAA Staff. Approvals required by FAA Staff include completion of the Section 163 and 7460-1 documents for each new airport hangar.

Several airport hangars have already been constructed and work will include surveying and locating these existing structures and updating the Airport Layout Plan to reflect the addition of new airport hangars.

### **SCOPE OF SERVICES:**

At the direction of the CITY, HLA Engineering and Land Surveying, Inc. (HLA), will provide professional surveying and engineering services for the Airport Hangar Development (PROJECT). HLA services shall include the following:

#### **1.0 Topographic Survey**

- 1.1 Compile all available existing surveys related to the runway and existing airport hangars. It is expected the CITY will request and provide to HLA the CAD files from their consultant used to develop the original Airport Layout Plan (ALP). If the CAD files for the original ALP are not available, additional work will be necessary to develop a topographic survey of the site.
- 1.2 Perform topographic surveying services to locate the existing airport hangar buildings not shown on the original ALP in relation to the runway centerline.
- 1.3 Perform topographic surveying services to locate the proposed airport hangar locations.
- 1.4 Develop a CAD base map showing the information from the original ALP and new hangar buildings. This base map will be used for preparation of Section 163 and 7460 documents.

#### **2.0 Airport Hangar Development Documents**

- 2.1 Using the survey completed under 1.0 Topographic Survey, HLA will edit the existing Airport Layout Plan to show the existing airport hangar buildings.
- 2.2 Prepare and submit Section 163 document to the FAA for the new airport hangar.
- 2.3 Prepare and submit a 7460-1 document to the FAA for the new airport hangar.

#### **3.0 Additional Services**

Provide professional engineering services for additional work requested by the CITY that is not included in this Task Order.

#### **4.0 Items to be Furnished and Responsibility of CITY**

- 4.1 Provide full information as to CITY requirements of the PROJECT.
- 4.2 Provide all available information pertinent to the PROJECT related to completion.
- 4.3 Examine all documents presented by HLA and provide written decisions within a reasonable time so as not to delay the work of HLA.
- 4.4 Obtain approval of all required governmental authorities for the PROJECT and approvals and consents from other individuals as necessary for completion of the PROJECT. Pay all review fees and costs associated with obtaining such approvals.
- 4.5 Pay for advertising, notices, or other publications as may be required.
- 4.6 Pay for all necessary permits and testing fees.

#### **TIME OF PERFORMANCE:**

HLA will diligently pursue completion of the PROJECT as follows:

##### **1.0 Topographic Survey**

When all available survey documents are received, including existing CAD files from others, HLA will complete the topographic survey within forty-five (45) working days.

##### **2.0 Airport Hangar Development Documents**

Upon completion of the topographic survey, HLA will prepare and submit the Section 163 and 7460 documents to FAA for review and comment within thirty (30) days. FAA may take forty-five (45) working days or more to review and comment.

#### **FEE FOR SERVICE:**

For the services furnished by HLA as described within this Task Order, the CITY agrees to pay HLA the fees as set forth herein. The amounts listed below may be revised only by written agreement of both parties.

##### **1.0 Topographic Survey**

All work for surveying services to complete the PROJECT shall be performed on a time spent basis not-to-exceed \$10,000.00.

##### **2.0 Airport Hangar Development Documents**

All work for engineering services to complete the PROJECT shall be performed on a time spent basis not-to-exceed \$10,000.00.

##### **3.0 Additional Services**

Additional work requested by the CITY not included in this Task Order shall be authorized by the CITY and agreed upon by HLA in writing prior to proceeding with services. HLA will perform additional services as directed/authorized by the CITY on a time-spent basis at the hourly billing rates included in our General Agreement, plus reimbursement for direct non-salary expenses such as laboratory testing, printing expenses, vehicle mileage, out-of-town travel costs, and outside consultants.

Signatures on following page.

**Proposed:**

  
\_\_\_\_\_  
HLA Engineering and Land Surveying, Inc.  
Michael T. Battle, PE, President

11/29/2023  
\_\_\_\_\_  
Date

**Approved:**

\_\_\_\_\_  
City of Cle Elum  
Jay McGowan, Mayor

\_\_\_\_\_  
Date



Home

Search

Data Bank

Data Services

Help

<

Core Data



Entity Information

HLA ENGINEERING AND  
LAND SURVEYING INC

Active Registration

Unique Entity ID

SDZDPKCU1NM8

CAGE/NCAGE

36NF7

Expiration Date

May 23, 2024

Physical Address

2803 River RD

Yakima, Washington

98902-1166, United States

Mailing Address

2803 River Road

Yakima, Washington

98902-6389, United States

Purpose of Registration

All Awards

Version

Current Record

BUSINESS INFORMATION

Doing Business As

(blank)

Division Name

URL

[www.hlacivil.com](http://www.hlacivil.com)

Division Number

(blank)

Registration Dates

**Hla Engineering And  
Land Surveying, Inc.**Congressional District  
**Washington 04**State/Country of  
Incorporation  
**Washington, United  
States**

Activation Date

**May 26, 2023**Initial Registration  
Date**Feb 21, 2005**Submission  
Date**May 24, 2023**

Owner

CAGE

Legal Business  
Name**Immediate  
Owner****(blank) (blank)****Highest Level  
Owner****(blank) (blank)****Entity Dates**Entity Start  
Date**Feb 1, 1984**Fiscal Year End Close  
Date**Dec 31****Executive Compensation**

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

**No**

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

**Not Selected****SAM SEARCH AUTHORIZATION**

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

☒ Yes

## ENTITY TYPES

### Business Types

|                      |                                   |
|----------------------|-----------------------------------|
| Entity Structure     | Corporate Entity (Not Tax Exempt) |
| Entity Type          | Business or Organization          |
| Profit Structure     | For Profit Organization           |
| Organization Factors | Subchapter S Corporation          |

### Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

## FINANCIAL INFORMATION

### Payments .

Accepts Credit Card Payments  
**No**

Debt Subject To Offset   
**No**

### ACCOUNT DETAILS

EFT Indicator **0000**  
CAGE Code **36NF7**

**Electronic Funds Transfer**

**Automated Clearing House**

|                       |          |                                                                                                                                              |              |
|-----------------------|----------|----------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| Account Type          | Checking | Phone (U.S.)                                                                                                                                 | 5095756708   |
| Account Number        | *****74  | Phone (non-U.S.)                                                                                                                             | (blank)      |
| Routing Number        | *****74  | Email                                                                                                                                        | (blank)      |
| Lockbox Number        | (blank)  | Fax                                                                                                                                          | (blank)      |
| Financial Institution | KEY BANK | <b>Remittance Information</b><br>HLA Engineering and Land Surveying Inc<br>2803 River Road<br>Yakima, Washington 98902-6389<br>United States |              |
|                       |          | Merchant ID1                                                                                                                                 | Merchant ID2 |
|                       |          | (blank)                                                                                                                                      | (blank)      |
|                       |          | Accounting Station (FSN)                                                                                                                     | (blank)      |

## TAXPAYER INFORMATION

|                                        |                          |
|----------------------------------------|--------------------------|
| Taxpayer Name                          | Name/Title of Individual |
| HLA Engineering and Land Surveying Inc | Executing Consent        |
|                                        | President                |
| Address                                | Signature                |
| 2803 River Road,                       | MICHAEL T BATTLE         |
| Yakima, WA 98902-6389                  |                          |
| United States                          | EIN                      |
|                                        | *****7188                |

Type of Tax  
Applicable Federal Tax

Tax Year (Most Recent Tax Year)  
2018

TIN Consent Date  
May 24, 2023

## POINTS OF CONTACT

### Accounts Receivable POC

**Primary Point of Contact****Krystal R. Backes, Billing Manager**

|                      |              |            |         |
|----------------------|--------------|------------|---------|
| Email                | Phone        | Fax        | Address |
| kbackes@hlacivil.com | 509 966-7000 | 5099653800 | (blank) |

**Electronic Business****Primary Point of Contact****Lisa R Adams, Controller**

|                     |              |            |                                                                      |
|---------------------|--------------|------------|----------------------------------------------------------------------|
| Email               | Phone        | Fax        | Address                                                              |
| ladams@hlacivil.com | 509 966-7000 | 5099653800 | 2803 River Road<br>Yakima, Washington<br>98902-6389<br>United States |

**Alternate Point of Contact****Kelly L Hedrick, HR Manager**

|                       |              |            |                                                                 |
|-----------------------|--------------|------------|-----------------------------------------------------------------|
| Email                 | Phone        | Fax        | Address                                                         |
| khedrick@hlacivil.com | 509 966-7000 | 5099653800 | 2803 River Road<br>Yakima, Washington<br>98902<br>United States |

**Government Business****Primary Point of Contact**

**Michael T Battle, President**

Email

mbattle@hlacivil.com

Phone

509 966-7000

Fax

5099653800

Address

2803 River Road  
Yakima, Washington  
98902-6389  
United States**Alternate Point of Contact****Lisa R Adams, Controller**

Email

ladams@hlacivil.com

Phone

509 966-7000

Fax

5099653800

Address

2803 River Road  
Yakima, Washington  
98902  
United States

Feedback

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**An official website of the U.S. General Services Administration**



## Debarred Contractors List

A debarred contractor may not bid on, or have a bid considered on, any public works contract. You can search and filter this list using the options presented below.

Company Name: HLA Engineering and land Si

WA UBI Number: 600 517 737

License Number:

Principal:

RCW: All ▼

From: MM/DD/YYYY

To: MM/DD/YYYY

Penalty Due:

All ▼

Wage Due:

All ▼

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[Download all debarment data](#) <sup>Ⓢ</sup>

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| Company Name | UBI | License | Principals | Status | RCW | Debar Begins | Debar Ends | Penalty Due | Wages Due |
|--------------|-----|---------|------------|--------|-----|--------------|------------|-------------|-----------|
|--------------|-----|---------|------------|--------|-----|--------------|------------|-------------|-----------|

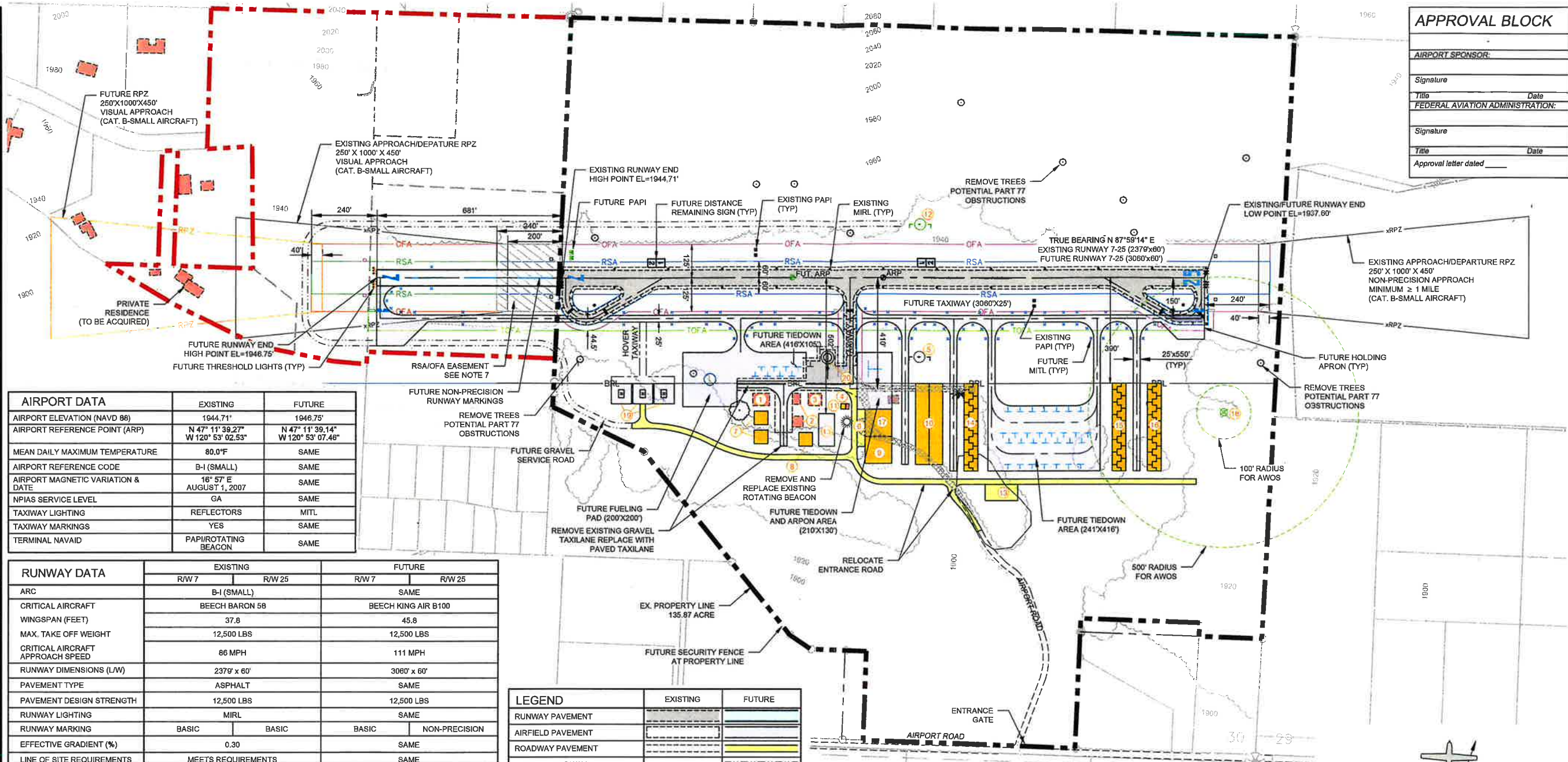
There are no records that match your search criteria.

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FILE: I:\SDSKPROJ\10068 CLE ELUM\02\01\DWG\ALP\936303-ALP-02-ALP.DWG PLOTTED: October, 2016 (Greg Rance)



| AIRPORT DATA                      |                                    |                                    |
|-----------------------------------|------------------------------------|------------------------------------|
| AIRPORT ELEVATION (NAVD 88)       | 1944.71'                           | 1946.75'                           |
| AIRPORT REFERENCE POINT (ARP)     | N 47° 11' 39.27" W 120° 53' 02.53" | N 47° 11' 39.14" W 120° 53' 07.46" |
| MEAN DAILY MAXIMUM TEMPERATURE    | 80.0°F                             | SAME                               |
| AIRPORT REFERENCE CODE            | B-I (SMALL)                        | SAME                               |
| AIRPORT MAGNETIC VARIATION & DATE | 16° 57' E AUGUST 1, 2007           | SAME                               |
| NPAS SERVICE LEVEL                | GA                                 | SAME                               |
| TAXIWAY LIGHTING                  | REFLECTORS                         | MITL                               |
| TERMINAL NAVAID                   | YES                                | SAME                               |
| TERMINAL NAVAID                   | PAPI/ROTATING BEACON               | SAME                               |

| RUNWAY DATA                            | EXISTING                           |                                    | FUTURE                             |                                    |
|----------------------------------------|------------------------------------|------------------------------------|------------------------------------|------------------------------------|
|                                        | R/W 7                              | R/W 25                             | R/W 7                              | R/W 25                             |
| ARC                                    | B-I (SMALL)                        |                                    | SAME                               |                                    |
| CRITICAL AIRCRAFT                      | BEECH BARON 58                     |                                    | BEECH KING AIR B100                |                                    |
| WINGSPAN (FEET)                        | 37.8                               |                                    | 45.8                               |                                    |
| MAX. TAKE OFF WEIGHT                   | 12,500 LBS                         |                                    | 12,500 LBS                         |                                    |
| CRITICAL AIRCRAFT APPROACH SPEED       | 86 MPH                             |                                    | 111 MPH                            |                                    |
| RUNWAY DIMENSIONS (L/W)                | 2379' x 60'                        |                                    | 3060' x 60'                        |                                    |
| PAVEMENT TYPE                          | ASPHALT                            |                                    | SAME                               |                                    |
| PAVEMENT DESIGN STRENGTH               | 12,500 LBS                         |                                    | 12,500 LBS                         |                                    |
| RUNWAY LIGHTING                        | MIRL                               |                                    | SAME                               |                                    |
| RUNWAY MARKING                         | BASIC                              | BASIC                              | BASIC                              | NON-PRECISION                      |
| EFFECTIVE GRADIENT (%)                 | 0.30                               |                                    | SAME                               |                                    |
| LINE OF SITE REQUIREMENTS              | MEETS REQUIREMENTS                 |                                    | SAME                               |                                    |
| APPROACH CATEGORY                      | VISUAL                             | VISUAL                             | VISUAL                             | STRAIGHT-IN NON-PRECISION ≥ 1 MILE |
| VISUAL APPROACH AIDS                   | PAPI                               | PAPI                               | PAPI                               | PAPI                               |
| INSTRUMENTAL APPROACH AIDS             | NONE                               | NONE                               | NONE                               | GPS                                |
| RUNWAY END COORDINATES NAD 83          | N 47° 11' 38.80" W 120° 53' 19.74" | N 47° 11' 39.74" W 120° 52' 45.32" | N 47° 11' 38.53" W 120° 53' 29.60" | SAME                               |
| DISPLACED THRESHOLD COORDINATES NAD 83 | N/A                                | N/A                                | N/A                                | N/A                                |
| RUNWAY END ELEVATIONS                  | 1944.71'                           | 1937.60'                           | 1945.2'                            | SAME                               |
| APPROACH SLOPES                        | FAR PART 77                        | 20:1                               | 20:1                               | 20:1                               |
|                                        | ACTUAL                             | 20:1                               | 4:1 TO 20:1                        | 20:1                               |
|                                        | OBSTACLE CLEARANCE                 | 20:1                               | 20:1                               | 20:1                               |
|                                        | ACTUAL                             | 50:1                               | 12:1 TO 50:1                       | 20:1                               |
| RSA                                    | DIMENSIONS WIDTH                   | 120'                               | 120'                               | 120'                               |
|                                        | LENGTH BEYOND RUNWAY APPROACH END  | 240'                               | 240'                               | 240'                               |
|                                        | DIMENSIONS WIDTH                   | 250'                               | 250'                               | 250'                               |
|                                        | LENGTH BEYOND RUNWAY APPROACH END  | 240'                               | 240'                               | 240'                               |
| OFA                                    | DIMENSIONS WIDTH                   | 250'                               | 250'                               | 250'                               |
|                                        | LENGTH BEYOND RUNWAY APPROACH END  | 240'                               | 240'                               | 240'                               |
|                                        | DIMENSIONS WIDTH                   | 250'                               | 250'                               | 250'                               |
|                                        | LENGTH BEYOND RUNWAY APPROACH END  | 200'                               | 200'                               | 200'                               |
| DECLARED DISTANCES                     | TORA                               | 2379'                              | 2379'                              | 3060'                              |
|                                        | TODA                               | 2379'                              | 2379'                              | 3060'                              |
|                                        | ASDA                               | 2379'                              | 2379'                              | 3060'                              |
|                                        | LDA                                | 2379'                              | 2379'                              | 3060'                              |

| LEGEND                        | EXISTING | FUTURE |
|-------------------------------|----------|--------|
| RUNWAY PAVEMENT               |          |        |
| AIRFIELD PAVEMENT             |          |        |
| ROADWAY PAVEMENT              |          |        |
| GRAVEL ROADWAY                |          |        |
| BUILDINGS                     |          |        |
| PAVEMENT/BUILDING REMOVAL     |          |        |
| PROPERTY LINE                 |          |        |
| RSA/OFA EASEMENT              |          |        |
| R/W OBJECT FREE AREA          |          |        |
| R/W SAFETY AREA               |          |        |
| R/W OBSTACLE FREE ZONE        |          |        |
| RUNWAY PROTECTION ZONE        |          |        |
| T/W OBJECT FREE AREA          |          |        |
| 20' BUILDING RESTRICTION LINE |          |        |
| AIRPORT REFERENCE POINT       |          |        |
| RUNWAY LIGHTS                 |          |        |
| FENCE                         |          |        |
| BEACON                        |          |        |
| PAPI                          |          |        |
| HOLD LINES                    |          |        |
| SIGNS                         |          |        |
| REILS                         |          |        |
| AWOS                          |          |        |
| TREE LINE                     |          |        |
| CONTOURS                      |          |        |

| BUILDINGS/FACILITIES              | EXISTING  |           | FUTURE    |           |
|-----------------------------------|-----------|-----------|-----------|-----------|
|                                   | BLD/FAC # | TOP ELEV. | BLD/FAC # | TOP ELEV. |
| HANGAR                            | 1         | 1957.37'  | 7         | SAME      |
| HANGAR                            | 2         | 1957.06'  |           |           |
| HANGAR                            | 3         | 1956.90'  |           |           |
| HANGAR                            |           |           | 8         | 1956.98'  |
| HANGAR                            |           |           | 9         | 1956.33'  |
| HANGAR                            |           |           | 10        | 1955.87'  |
| PILOT'S LOUNGE/RESTROOM           | 4         | 1956.60'  | 11        | SAME      |
| LIGHTED WINDCONE/SEGMENTED CIRCLE | 5         | 1939.80'  | 12        | 1957.55'  |
| AUTO PARKING                      | 6         | VARIES    | 13        | VARIES    |
| T-HANGAR                          |           |           | 14        | 1955.50'  |
| T-HANGAR                          |           |           | 15        | 1954.19'  |
| T-HANGAR                          |           |           | 16        | 1953.88'  |
| FBO                               |           |           | 17        | 1956.33'  |
| AWOS                              |           |           | 18        | 1952.00'  |
| HELICOPTER PAD                    |           |           | 19        |           |
| HELICOPTER PAD                    | 20        | 1936.55'  |           |           |

NOTES:

- NO WIND DATA AVAILABLE. PRIOR FACILITY LAYOUTS ASSUME WIND COVERAGE IS 95%.
- FLOOR ELEVATION OF PROPOSED HANGARS IS ASSUMED TO BE THE SAME ELEVATION AS RUNWAY CENTERLINE.
- WITHIN A 100' RADIUS FROM THE AWOS THE GROUND MUST BE CLEARED OF ALL VEGETATION ABOVE 10". THIS IS NECESSARY TO REDUCE THE PROBABILITY OF INTERFERENCE WITH THE VISIBILITY SENSOR.
- IT IS DESIRED THAT EXISTING AND FUTURE OBJECTS (I.E. BUILDINGS, TREES) LOCATED WITHIN A 500' RADIUS OF THE PROPOSED AWOS SITE HAVE A TOP ELEVATION THAT IS 15' BELOW THE WIND SENSOR ELEVATION TO MEET AWOS DESIGN REQUIREMENTS.
- EXISTING GLIDER OPERATIONS AREA TO BE RELOCATED OUTSIDE OF RSA & TOFA. UNTIL THE PARALLEL TAXIWAY IS CONSTRUCTED AT WHICH TIME THE GLIDER OPERATIONS AREA WILL BE CLOSED. ADDITIONAL PLANNING MAY BE REQUIRED TO SITE NEW LOCATION FOR GLIDER OPERATIONS.
- WITHOUT APPROACH LIGHTS THE AIRPORT WILL BE RESTRICTED TO 1-MILE VISIBILITY MINIMUMS. THE AIRPORT NEEDS APPROACH LIGHTS FOR 3/4-MILE OR LOWER NONPRECISION APPROACH.
- AN EASEMENT HAS BEEN ESTABLISHED TO SECURE THE EXISTING RSA AND OFA AREAS. THIS AREA EXTENDS AN AVERAGE OF 228 FEET BEYOND THE WEST PROPERTY LINE AND 250 FEET IN WIDTH, CENTERED ALONG THE RUNWAY END CENTER POINT, APPROXIMATELY 1.31 ACRES (57,028SF).
- AT THIS TIME THE RUNWAY EXTENSION IS NOT JUSTIFIED FOR FAA FUNDING. WHEN DEEMED NECESSARY, ADDITIONAL PLANNING WILL OCCUR TO EVALUATE RUNWAY LENGTH FOR EXISTING AND FUTURE CRITICAL AIRCRAFT AND ASSURE ITS RESPECTIVE RPZS MEET GUIDELINES.

|                                  |      |
|----------------------------------|------|
| APPROVAL BLOCK                   |      |
| AIRPORT SPONSOR:                 |      |
| Signature                        | Date |
| FEDERAL AVIATION ADMINISTRATION: |      |
| Signature                        | Date |
| Approval letter dated            |      |

The preparation of these documents was financed in part through a planning grant from the Federal Aviation Administration as provided under Section 505 of the Airport and Airway Improvement Act of 1982, as amended. The contents do not necessarily reflect the official views or policy of the FAA. Acceptance of these documents by the FAA does not in any way constitute a commitment on the part of the United States to participate in any development depicted herein nor does it indicate that the proposed development is environmentally acceptable in accordance with appropriate public laws.

|          |  |
|----------|--|
| By       |  |
| Revision |  |
| Date     |  |

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5 North Colville  
Walla Walla, WA 99362  
(509) 522-4843  
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Project:  
**CLE ELUM  
MUNICIPAL  
AIRPORT**

|                                                  |           |
|--------------------------------------------------|-----------|
| A.I.P. NO. 3-53-0014-004<br>City of Cle Elum, WA |           |
| Project Mgr.                                     | LLC       |
| Drawn                                            | ZCS       |
| Checked                                          | LLC       |
| Date                                             | JULY 2013 |

Sheet Contents:  
**AIRPORT  
LAYOUT PLAN**

|            |        |
|------------|--------|
| Sheet No.: | 2      |
| USKH W.O.  | 936303 |

**Date:** November 29, 2023

**Project No.:** 23202E

**To:** City of Cle Elum  
119 West First Street  
Cle Elum, WA 98922

**Attention:** Rob Omans  
City Administrator

**From:** Benjamin A. Annen, PE

**Re:** Columbia Avenue Railroad Crossing Feasibility Study  
Task Order No. 2023-06

---

**We are sending you the attached following items:**

One (1) Signed Task Order No. 2023-06

One (1) PDF of HLA SAM.gov Debarment Verification

---

**Comment:**

Rob,

Upon review and approval, please have the Mayor sign the attached Task Order No. 2023-06 agreement for the Columbia Avenue Railroad Crossing Feasibility Study. Once executed, please scan, and provide a PDF to HLA.

We very much appreciate the opportunity to work with you and serve the City of Cle Elum. If you have any questions or need additional information, please contact me.

Thank you.

Copy to: FILE Signed: 

## **TASK ORDER NO. 2023-06**

REGARDING GENERAL AGREEMENT BETWEEN CITY OF CLE ELUM

AND

HLA ENGINEERING AND LAND SURVEYING, INC. (HLA)

### **PROJECT DESCRIPTION:**

#### **Columbia Avenue Railroad Crossing Feasibility Study** **HLA Project No. 23202E**

The City of Cle Elum (CITY) applied for and received Unified Planning Work Program (UPWP) funds for the Columbia Avenue Railroad Crossing Feasibility Study. The Columbia Avenue Railroad Crossing Feasibility Study will be completed to evaluate the extension of Columbia Avenue from East First Street across the BNSF railroad tracks and ending at the City's Wastewater Treatment Plant (WWTP). Current access for City workers and residents is at Owens Road between two businesses on SR 903/First Street. The current route also crosses BNSF railroad tracks to the south of Railroad Avenue and Owens Road. The Owens Road rail crossing is private, includes just a stop sign with no active safety devices, and traffic is forced to use Owens Road to access Dalles Road and private drives. The Columbia Avenue Railroad Crossing Feasibility Study will assess the viability of extending Columbia Avenue as a city street by examining right-of-way, technical, economic, financial, and environmental considerations.

### **SCOPE OF SERVICES:**

At the direction of the CITY, HLA Engineering and Land Surveying, Inc. (HLA), will provide professional engineering services for the Columbia Avenue Railroad Crossing Feasibility Study (Study). HLA services shall include the following:

#### **1.0 Feasibility Study**

- 1.1 Meet with CITY for up to three (3) one-hour meetings to discuss the Study, its progress, and desired project outcomes.
- 1.2 Provide complete project management to deliver the Study within mutually determined expectations.
- 1.3 Prepare non-project State Environmental Policy Act (SEPA) checklist for City review and processing. SEPA comments will be reviewed and addressed in the Study.
- 1.4 Coordinate and meet with BNSF regarding the feasibility of at-grade crossing alternatives, discuss potential timelines and processes involved in reviewing and approving at-grade crossing alternatives, review and discuss closing the existing Owens Road at-grade rail crossing and the impact of closing this crossing, and discuss the impacts of alternative crossings. All meetings with BNSF are anticipated to be via ZOOM.
- 1.5 Perform field investigations necessary to complete the Study.
- 1.6 Identify any anticipated right-of-way needs and property acquisition requirements, coordinate and administer property owner meetings and feedback, and prepare a cost estimate for property acquisition. The Kittitas County Compass GIS database will be utilized to determine property acquisition needs. Title reports will not be purchased.
- 1.7 Coordinate up to two (2) property owner meetings to discuss crossings, potential property acquisition and changes to surrounding property, and the processes involved in property acquisition.

- 1.8 Identify known critical areas and coordinate with Washington State Department of Ecology (Ecology) on the feasibility and impact of crossing in known critical areas.
- 1.9 Develop up to three alternative alignments for the Columbia Avenue road extension south of the BNSF rail tracks, and typical roadway cross sections for anticipated functional classification.
- 1.10 Prepare crossing alternatives matrix evaluation considering BNSF requirements and process, right-of-way process, critical areas process and cost, cost analysis of alternatives, context-sensitive/sustainable design, and geometrics/physical constraints for all alternatives.
- 1.11 Submit Study to the CITY for review and comment.
- 1.12 Incorporate revisions to the Study based on CITY comments and feedback.
- 1.13 Publish and submit final Study to the CITY.
- 1.14 Update City's Six Year Transportation Improvement Program to include Study recommendation.
- 1.15 Attend one (1) CITY Council meeting to present final Study to the Council. Gather findings regarding the study and make recommendations.

## **2.0 Additional Services**

Provide professional engineering services for additional work requested by the CITY that is not included in this Task Order.

## **3.0 Items to be Furnished and Responsibility of CITY**

- 3.1 Provide full information as to CITY requirements of the project.
- 3.2 Provide all available information pertinent to the Study related to completion.
- 3.3 Examine all documents presented by HLA and provide written decisions within a reasonable time so as not to delay the work of HLA.
- 3.4 Obtain approval of all required governmental authorities for the project and approvals and consents from other individuals as necessary for completion of the project. Pay all review fees and costs associated with obtaining such approvals.
- 3.5 Pay for advertising, notices, or other publications as may be required.

## **TIME OF PERFORMANCE:**

Engineering services for the Study will begin immediately following receipt of this signed Task Order.

## **1.0 Feasibility Study**

- 1.1 HLA will complete and present the first draft of the Study to the CITY for review and comment by September 27, 2024.
- 1.2 HLA will incorporate CITY comments and provide the Final Study to the CITY within thirty (30) business days of receipt of comments.

## **2.0 Additional Services**

Time for completion of work directed by the CITY under additional services shall be negotiated and mutually agreed upon at the time service is requested by the CITY.

### **FEE FOR SERVICE:**

For the services furnished by HLA as described within this Task Order, the CITY agrees to pay HLA the fees as set forth herein. The amounts listed below may be revised only by written agreement of both parties.

### **1.0 Feasibility Study**

All work for engineering services to complete the Study shall be performed for the lump sum fee of \$65,600.

## **2.0 Additional Services**

Additional work requested by the CITY not included in this Task Order shall be authorized by the CITY and agreed upon by HLA in writing prior to proceeding with services. HLA will perform additional services as directed/authorized by the CITY on a time-spent basis at the hourly billing rates included in our General Agreement, plus reimbursement for direct non-salary expenses such as laboratory testing, printing expenses, vehicle mileage, out-of-town travel costs, and outside consultants.

**Proposed:**

  
\_\_\_\_\_  
HLA Engineering and Land Surveying, Inc.  
Michael T. Battle, PE, President

11/29/2023  
\_\_\_\_\_  
Date

**Approved:**

\_\_\_\_\_  
City of Cle Elum  
Jay McGowan, Mayor

\_\_\_\_\_  
Date



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Entity Information

HLA ENGINEERING AND  
LAND SURVEYING INC

Active Registration

Unique Entity ID

CAGE/NCAGE

SDZDPKCU1NM8 36NF7

Expiration Date

May 23, 2024

Physical Address

2803 River RD

Yakima, Washington

98902-1166, United States

Mailing Address

2803 River Road

Yakima, Washington

98902-6389, United States

Purpose of Registration

All Awards

Version

Current Record

BUSINESS INFORMATION

Doing Business As

(blank)

Division Name

URL

[www.hlacivil.com](http://www.hlacivil.com)

Division Number

(blank)

Registration Dates

**Hla Engineering And  
Land Surveying, Inc.**Congressional District  
**Washington 04**State/Country of  
Incorporation  
**Washington, United  
States**

Activation Date

**May 26, 2023**Submission  
Date**May 24, 2023**Initial Registration  
Date**Feb 21, 2005**

Owner

CAGE

Legal Business  
Name**Immediate  
Owner****(blank) (blank)****Highest Level  
Owner****(blank) (blank)****Entity Dates**Entity Start  
Date**Feb 1, 1984**Fiscal Year End Close  
Date**Dec 31****Executive Compensation**

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

**No**

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

**Not Selected****SAM SEARCH AUTHORIZATION**

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

 Yes

# ENTITY TYPES

## Business Types

|                      |                                   |
|----------------------|-----------------------------------|
| Entity Structure     | Corporate Entity (Not Tax Exempt) |
| Entity Type          | Business or Organization          |
| Profit Structure     | For Profit Organization           |
| Organization Factors | Subchapter S Corporation          |

## Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

# FINANCIAL INFORMATION

## Payments

|                              |                                                                                                              |
|------------------------------|--------------------------------------------------------------------------------------------------------------|
| Accepts Credit Card Payments | Debt Subject To Offset  |
| No                           | No                                                                                                           |

## ACCOUNT DETAILS

EFT Indicator **0000**  
CAGE Code **36NF7**

Electronic Funds Transfer

Automated Clearing House

|                       |          |                                                                                                                                              |              |
|-----------------------|----------|----------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| Account Type          | Checking | Phone (U.S.)                                                                                                                                 | 5095756708   |
| Account Number        | *****74  | Phone (non-U.S.)                                                                                                                             | (blank)      |
| Routing Number        | *****74  | Email                                                                                                                                        | (blank)      |
| Lockbox Number        | (blank)  | Fax                                                                                                                                          | (blank)      |
| Financial Institution | KEY BANK | <b>Remittance Information</b><br>HLA Engineering and Land Surveying Inc<br>2803 River Road<br>Yakima, Washington 98902-6389<br>United States |              |
|                       |          | Merchant ID1                                                                                                                                 | Merchant ID2 |
|                       |          | (blank)                                                                                                                                      | (blank)      |
|                       |          | Accounting Station (FSN)                                                                                                                     | (blank)      |

## TAXPAYER INFORMATION

|                                                                                |                                                                   |
|--------------------------------------------------------------------------------|-------------------------------------------------------------------|
| Taxpayer Name<br><b>HLA Engineering and Land Surveying Inc</b>                 | Name/Title of Individual<br>Executing Consent<br><b>President</b> |
| Address<br><b>2803 River Road,<br/>Yakima, WA 98902-6389<br/>United States</b> | Signature<br><b>MICHAEL T BATTLE</b>                              |
|                                                                                | EIN<br><b>*****7188</b>                                           |

Type of Tax  
**Applicable Federal Tax**

Tax Year (Most Recent Tax Year)  
**2018**

TIN Consent Date  
**May 24, 2023**

## POINTS OF CONTACT

### Accounts Receivable POC

**Primary Point of Contact****Krystal R. Backes, Billing Manager**

|                      |              |            |         |
|----------------------|--------------|------------|---------|
| Email                | Phone        | Fax        | Address |
| kbackes@hlacivil.com | 509 966-7000 | 5099653800 | (blank) |

**Electronic Business****Primary Point of Contact****Lisa R Adams, Controller**

|                     |              |            |                                                                      |
|---------------------|--------------|------------|----------------------------------------------------------------------|
| Email               | Phone        | Fax        | Address                                                              |
| ladams@hlacivil.com | 509 966-7000 | 5099653800 | 2803 River Road<br>Yakima, Washington<br>98902-6389<br>United States |

**Alternate Point of Contact****Kelly L Hedrick, HR Manager**

|                       |              |            |                                                                 |
|-----------------------|--------------|------------|-----------------------------------------------------------------|
| Email                 | Phone        | Fax        | Address                                                         |
| khedrick@hlacivil.com | 509 966-7000 | 5099653800 | 2803 River Road<br>Yakima, Washington<br>98902<br>United States |

**Government Business****Primary Point of Contact**

**Michael T Battle, President**

Email

mbattle@hlacivil.com

Phone

509 966-7000

Fax

5099653800

Address

2803 River Road  
Yakima, Washington  
98902-6389  
United States**Alternate Point of Contact****Lisa R Adams, Controller**

Email

ladams@hlacivil.com

Phone

509 966-7000

Fax

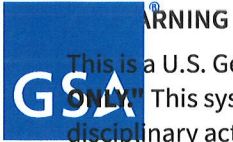
5099653800

Address

2803 River Road  
Yakima, Washington  
98902  
United States

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## Debarred Contractors List

A debarred contractor may not bid on, or have a bid considered on, any public works contract. You can search and filter this list using the options presented below.

Company Name: HLA Engineering and land S

WA UBI Number: 600 517 737

License Number:

Principal:

RCW: All ▼

From: MM/DD/YYYY

To: MM/DD/YYYY

Penalty Due:

All ▼

Wage Due:

All ▼

Download all debarment data<sup>Ⓔ</sup>

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| Company Name | UBI | License | Principals | Status | RCW | Debar Begins | Debar Ends | Penalty Due | Wages Due |
|--------------|-----|---------|------------|--------|-----|--------------|------------|-------------|-----------|
|--------------|-----|---------|------------|--------|-----|--------------|------------|-------------|-----------|

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**\* TRANSMITTAL \***

**Date:** November 22, 2023

**Project No.:** 20063E

**To:** City of Cle Elum  
119 West First Street  
Cle Elum, WA 98922

**Attention:** Rob Omans  
City Administrator

**From:** Benjamin A. Annen, PE

**Re:** City Heights Development Review  
Task Order No. 2022-03 – Amendment No. 1

---

**We are sending you the attached following items:**

One (1) Signed Task Order No. 2022-03 – Amendment No. 1 Agreement PDF

One (1) PDF of HLA SAM.gov Debarment Verification

---

**Comment:**

Rob,

Upon review and approval, please have the Mayor sign the attached Task Order No. 2023-03 – Amendment No. 1 agreement for the City Heights Development Review project, to extend time of performance through December 31, 2024. Once executed, please scan, and provide a PDF to HLA.

We very much appreciate the opportunity to work with you and serve the City of Cle Elum. If you have any questions or need additional information, please contact me.

Thank you.

Copy to: FILE Signed: [Signature]

**AMENDMENT NO. 1**

**TASK ORDER NO. 2023-03**

REGARDING GENERAL AGREEMENT BETWEEN CITY OF CLE ELUM

AND

HLA ENGINEERING AND LAND SURVEYING, INC. (HLA)

**PROJECT DESCRIPTION:**

**City Heights Development Review**  
**HLA Project No. 20063E**

The City seeks a professional services consultant to work as the "City Heights" development review engineer. The consultant shall be familiar with the City's municipal code, resolutions, regulations, policies, and the City Heights Development Agreement and related documents.

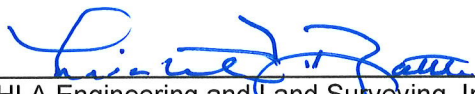
**REASON FOR AMENDMENT NO. 1:**

Task Order No. 2023-03 for the City Heights Development Review project was executed on February 13, 2023, for HLA to provide professional engineering services through December 31, 2023. This Amendment is to add calendar year 2024 to the contract time. Task Order No. 2023-03 shall be amended as follows:

**TIME OF PERFORMANCE:**

The term of this Agreement shall commence upon the effective date of this Agreement and shall expire on December 31, 2024. This Agreement may only be extended by mutual written agreement of the parties.

**Proposed:**

  
\_\_\_\_\_  
HLA Engineering and Land Surveying, Inc.  
Michael T. Battle, PE, President

11/22/2023  
\_\_\_\_\_  
Date

**Approved:**

\_\_\_\_\_  
City of Cle Elum  
Jay McGowan, Mayor

\_\_\_\_\_  
Date



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Entity Information

HLA ENGINEERING AND  
LAND SURVEYING INC

Active Registration

Unique Entity ID

CAGE/NCAGE

SDZDPKCU1NM8

36NF7

Expiration Date

May 23, 2024

Physical Address

2803 River RD

Yakima, Washington

98902-1166, United States

Mailing Address

2803 River Road

Yakima, Washington

98902-6389, United States

Purpose of Registration

All Awards

Version

Current Record

BUSINESS INFORMATION

Doing Business As

(blank)

Division Name

URL

[www.hlacivil.com](http://www.hlacivil.com)

Division Number

(blank)

Registration Dates

**Hla Engineering And  
Land Surveying, Inc.****Congressional District  
Washington 04****State/Country of  
Incorporation  
Washington, United  
States****Activation Date****May 26, 2023****Submission  
Date****May 24, 2023****Initial Registration  
Date****Feb 21, 2005****Owner****CAGE****Legal Business  
Name****Immediate  
Owner****(blank) (blank)****Highest Level  
Owner****(blank) (blank)****Entity Dates****Entity Start  
Date****Feb 1, 1984****Fiscal Year End Close  
Date****Dec 31****Executive Compensation**

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

**No**

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

**Not Selected****SAM SEARCH AUTHORIZATION**

I authorize my entity's non-sensitive information to be displayed in SAM public search results:



Yes

## ENTITY TYPES

### Business Types

|                      |                                   |
|----------------------|-----------------------------------|
| Entity Structure     | Corporate Entity (Not Tax Exempt) |
| Entity Type          | Business or Organization          |
| Profit Structure     | For Profit Organization           |
| Organization Factors | Subchapter S Corporation          |

### Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

## FINANCIAL INFORMATION

### Payments

Accepts Credit Card Payments  
No

Debt Subject To Offset [?](#)  
No

### ACCOUNT DETAILS

EFT Indicator **0000**  
CAGE Code **36NF7**

**Electronic Funds Transfer**

**Automated Clearing House**

|                       |          |
|-----------------------|----------|
| Account Type          | Checking |
| Account Number        | *****74  |
| Routing Number        | *****74  |
| Lockbox Number        | (blank)  |
| Financial Institution | KEY BANK |

|                  |            |
|------------------|------------|
| Phone (U.S.)     | 5095756708 |
| Phone (non-U.S.) | (blank)    |
| Email            | (blank)    |
| Fax              | (blank)    |

### Remittance Information

HLA Engineering and Land

Merchant

Merchant

Surveying Inc

ID1

ID2

2803 River Road

(blank)

(blank)

Yakima, Washington

98902-6389

United States

Accounting Station

(FSN)

(blank)

## TAXPAYER INFORMATION

Taxpayer Name

HLA Engineering and  
Land Surveying Inc

Name/Title of Individual

Executing Consent  
President

Address

2803 River Road,  
Yakima, WA 98902-  
6389  
United States

Signature

MICHAEL T BATTLE

EIN

\*\*\*\*\*7188

Type of Tax

Applicable Federal Tax

Tax Year (Most Recent Tax Year)

2018

TIN Consent Date

May 24, 2023

## POINTS OF CONTACT

### Accounts Receivable POC

**Primary Point of Contact****Krystal R. Backes, Billing Manager**

|                      |              |            |         |
|----------------------|--------------|------------|---------|
| Email                | Phone        | Fax        | Address |
| kbackes@hlacivil.com | 509 966-7000 | 5099653800 | (blank) |

**Electronic Business****Primary Point of Contact****Lisa R Adams, Controller**

|                     |              |            |                                                                      |
|---------------------|--------------|------------|----------------------------------------------------------------------|
| Email               | Phone        | Fax        | Address                                                              |
| ladams@hlacivil.com | 509 966-7000 | 5099653800 | 2803 River Road<br>Yakima, Washington<br>98902-6389<br>United States |

**Alternate Point of Contact****Kelly L Hedrick, HR Manager**

|                       |              |            |                                                                 |
|-----------------------|--------------|------------|-----------------------------------------------------------------|
| Email                 | Phone        | Fax        | Address                                                         |
| khedrick@hlacivil.com | 509 966-7000 | 5099653800 | 2803 River Road<br>Yakima, Washington<br>98902<br>United States |

**Government Business****Primary Point of Contact**

**Michael T Battle, President**

Email

mbattle@hlacivil.com

Phone

509 966-7000

Fax

5099653800

Address

2803 River Road  
Yakima, Washington  
98902-6389  
United States**Alternate Point of Contact****Lisa R Adams, Controller**

Email

ladams@hlacivil.com

Phone

509 966-7000

Fax

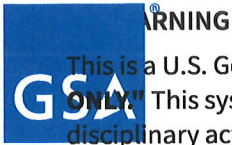
5099653800

Address

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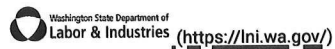


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SAM.gov

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WA UBI Number: 600 517 737

License Number:

Principal:

RCW: All ▼

From: MM/DD/YYYY

To: MM/DD/YYYY

Penalty Due:

All ▼

Wage Due:

All ▼

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| Company Name | UBI | License | Principals | Status | RCW | Debar Begins | Debar Ends | Penalty Due | Wages Due |
|--------------|-----|---------|------------|--------|-----|--------------|------------|-------------|-----------|
|--------------|-----|---------|------------|--------|-----|--------------|------------|-------------|-----------|

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| BID SUMMARY                                                                                                                                                                                                                                |                                                         |       |      |                     |               | BIDDER NO. 1                                                                           |               | BIDDER NO. 2                                                                           |               | BIDDER NO. 3                                                                                               |               |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------|-------|------|---------------------|---------------|----------------------------------------------------------------------------------------|---------------|----------------------------------------------------------------------------------------|---------------|------------------------------------------------------------------------------------------------------------|---------------|
| <b>Owner: City of Cle Elum</b><br><b>Project: First Street Improvements Phase 3 - Downtown Revitalization</b><br><b>HLA Project No.: 23150C</b><br><b>Bid Opening Date: November 30, 2023</b><br><b>FEDERAL AID NO.: STBG(R)-0903(086)</b> |                                                         |       |      |                     |               | <b>Active Construction, Inc.</b><br><br><b>PO Box 430</b><br><b>Puyallup, WA 98443</b> |               | <b>Pro Grade Enterprises, Inc.</b><br><br><b>PO Box 586</b><br><b>Easton, WA 98925</b> |               | <b>Ascent Foundation and More, LLC</b><br><br><b>106 N. Peoh Ave. Suite C</b><br><b>Cle Elum, WA 98922</b> |               |
| ITEM NO.                                                                                                                                                                                                                                   | DESCRIPTION                                             | QTY.  | UNIT | ENGINEER'S ESTIMATE |               | UNIT PRICE                                                                             | AMOUNT        | UNIT PRICE                                                                             | AMOUNT        | UNIT PRICE                                                                                                 | AMOUNT        |
|                                                                                                                                                                                                                                            |                                                         |       |      | UNIT PRICE          | AMOUNT        |                                                                                        |               |                                                                                        |               |                                                                                                            |               |
| 1                                                                                                                                                                                                                                          | Minor Change                                            | 1     | FA   | \$ 25,000.00        | \$ 25,000.00  | \$ 25,000.00                                                                           | \$ 25,000.00  | \$ 25,000.00                                                                           | \$ 25,000.00  | \$ 25,000.00                                                                                               | \$ 25,000.00  |
| 2                                                                                                                                                                                                                                          | Training                                                | 1,200 | HR   | \$ 50.00            | \$ 60,000.00  | \$ 1.00                                                                                | \$ 1,200.00   | \$ 3.00                                                                                | \$ 3,600.00   | \$ 75.95                                                                                                   | \$ 91,140.00  |
| 3                                                                                                                                                                                                                                          | SPCC Plan                                               | 1     | LS   | \$ 1,000.00         | \$ 1,000.00   | \$ 150.00                                                                              | \$ 150.00     | \$ 500.00                                                                              | \$ 500.00     | \$ 486.61                                                                                                  | \$ 486.61     |
| 4                                                                                                                                                                                                                                          | Archaeological and Historical Salvage                   | 1     | FA   | \$ 100.00           | \$ 100.00     | \$ 100.00                                                                              | \$ 100.00     | \$ 100.00                                                                              | \$ 100.00     | \$ 100.00                                                                                                  | \$ 100.00     |
| 5                                                                                                                                                                                                                                          | Mobilization                                            | 1     | LS   | \$ 430,000.00       | \$ 430,000.00 | \$ 343,354.00                                                                          | \$ 343,354.00 | \$ 135,000.00                                                                          | \$ 135,000.00 | \$ 232,249.95                                                                                              | \$ 232,249.95 |
| 6                                                                                                                                                                                                                                          | Project Temporary Traffic Control                       | 1     | LS   | \$ 350,000.00       | \$ 350,000.00 | \$ 250,000.00                                                                          | \$ 250,000.00 | \$ 150,000.00                                                                          | \$ 150,000.00 | \$ 210,244.56                                                                                              | \$ 210,244.56 |
| 7                                                                                                                                                                                                                                          | Clearing and Grubbing                                   | 1     | LS   | \$ 20,000.00        | \$ 20,000.00  | \$ 5,000.00                                                                            | \$ 5,000.00   | \$ 9,400.00                                                                            | \$ 9,400.00   | \$ 2,431.39                                                                                                | \$ 2,431.39   |
| 8                                                                                                                                                                                                                                          | Removal of Structures and Obstructions                  | 1     | LS   | \$ 275,000.00       | \$ 275,000.00 | \$ 177,000.00                                                                          | \$ 177,000.00 | \$ 7,000.00                                                                            | \$ 7,000.00   | \$ 13,273.36                                                                                               | \$ 13,273.36  |
| 9                                                                                                                                                                                                                                          | Unclassified Excavation Incl. Haul                      | 2,400 | CY   | \$ 70.00            | \$ 168,000.00 | \$ 85.00                                                                               | \$ 204,000.00 | \$ 78.60                                                                               | \$ 188,640.00 | \$ 97.45                                                                                                   | \$ 233,880.00 |
| 10                                                                                                                                                                                                                                         | Crushed Surfacing Base Course                           | 760   | TON  | \$ 50.00            | \$ 38,000.00  | \$ 38.00                                                                               | \$ 28,880.00  | \$ 55.00                                                                               | \$ 41,800.00  | \$ 80.81                                                                                                   | \$ 61,415.60  |
| 11                                                                                                                                                                                                                                         | Crushed Surfacing Top Course                            | 100   | TON  | \$ 80.00            | \$ 8,000.00   | \$ 58.00                                                                               | \$ 5,800.00   | \$ 130.00                                                                              | \$ 13,000.00  | \$ 118.69                                                                                                  | \$ 11,869.00  |
| 12                                                                                                                                                                                                                                         | HMA Cl. 1/2-Inch PG 64H-28                              | 260   | TON  | \$ 300.00           | \$ 78,000.00  | \$ 230.00                                                                              | \$ 59,800.00  | \$ 310.00                                                                              | \$ 80,600.00  | \$ 289.50                                                                                                  | \$ 75,270.00  |
| 13                                                                                                                                                                                                                                         | Storm Sewer Pipe 12 In. Diam.                           | 95    | LF   | \$ 90.00            | \$ 8,550.00   | \$ 110.00                                                                              | \$ 10,450.00  | \$ 94.50                                                                               | \$ 8,977.50   | \$ 71.15                                                                                                   | \$ 6,759.25   |
| 14                                                                                                                                                                                                                                         | Storm Sewer Pipe 6 In. Diam.                            | 60    | LF   | \$ 70.00            | \$ 4,200.00   | \$ 68.00                                                                               | \$ 4,080.00   | \$ 57.70                                                                               | \$ 3,462.00   | \$ 56.23                                                                                                   | \$ 3,373.80   |
| 15                                                                                                                                                                                                                                         | Catch Basin Type 1                                      | 2     | EA   | \$ 4,000.00         | \$ 8,000.00   | \$ 1,800.00                                                                            | \$ 3,600.00   | \$ 3,100.00                                                                            | \$ 6,200.00   | \$ 1,612.49                                                                                                | \$ 3,224.98   |
| 16                                                                                                                                                                                                                                         | Adjust Catch Basin                                      | 26    | EA   | \$ 600.00           | \$ 15,600.00  | \$ 350.00                                                                              | \$ 9,100.00   | \$ 280.00                                                                              | \$ 7,280.00   | \$ 223.79                                                                                                  | \$ 5,818.54   |
| 17                                                                                                                                                                                                                                         | Adjust Monitoring Well                                  | 2     | EA   | \$ 700.00           | \$ 1,400.00   | \$ 350.00                                                                              | \$ 700.00     | \$ 370.00                                                                              | \$ 740.00     | \$ 318.72                                                                                                  | \$ 637.44     |
| 18                                                                                                                                                                                                                                         | Select Backfill, as Directed                            | 50    | CY   | \$ 75.00            | \$ 3,750.00   | \$ 75.00                                                                               | \$ 3,750.00   | \$ 180.00                                                                              | \$ 9,000.00   | \$ 90.98                                                                                                   | \$ 4,549.00   |
| 19                                                                                                                                                                                                                                         | D.I. Pipe for Water Main 6 In. Diam.                    | 6     | LF   | \$ 300.00           | \$ 1,800.00   | \$ 190.00                                                                              | \$ 1,140.00   | \$ 430.00                                                                              | \$ 2,580.00   | \$ 288.00                                                                                                  | \$ 1,728.00   |
| 20                                                                                                                                                                                                                                         | Adjust Valve Box                                        | 3     | EA   | \$ 650.00           | \$ 1,950.00   | \$ 335.00                                                                              | \$ 1,005.00   | \$ 680.00                                                                              | \$ 2,040.00   | \$ 200.85                                                                                                  | \$ 602.55     |
| 21                                                                                                                                                                                                                                         | Hydrant Assembly with Tapping Valve Assembly            | 1     | EA   | \$ 10,000.00        | \$ 10,000.00  | \$ 20,000.00                                                                           | \$ 20,000.00  | \$ 22,000.00                                                                           | \$ 22,000.00  | \$ 15,289.19                                                                                               | \$ 15,289.19  |
| 22                                                                                                                                                                                                                                         | Hydrant Assembly Replacement                            | 1     | EA   | \$ 10,000.00        | \$ 10,000.00  | \$ 8,000.00                                                                            | \$ 8,000.00   | \$ 5,000.00                                                                            | \$ 5,000.00   | \$ 1,063.16                                                                                                | \$ 1,063.16   |
| 23                                                                                                                                                                                                                                         | Adjust Meter Box                                        | 25    | EA   | \$ 600.00           | \$ 15,000.00  | \$ 400.00                                                                              | \$ 10,000.00  | \$ 1,300.00                                                                            | \$ 32,500.00  | \$ 406.54                                                                                                  | \$ 10,163.50  |
| 24                                                                                                                                                                                                                                         | Irrigation System, Complete                             | 1     | LS   | \$ 380,000.00       | \$ 380,000.00 | \$ 265,000.00                                                                          | \$ 265,000.00 | \$ 160,000.00                                                                          | \$ 160,000.00 | \$ 304,580.32                                                                                              | \$ 304,580.32 |
| 25                                                                                                                                                                                                                                         | ESC Lead                                                | 66    | DAY  | \$ 120.00           | \$ 7,920.00   | \$ 1.00                                                                                | \$ 66.00      | \$ 310.00                                                                              | \$ 20,460.00  | \$ 61.01                                                                                                   | \$ 4,026.66   |
| 26                                                                                                                                                                                                                                         | Inlet Protection                                        | 52    | EA   | \$ 100.00           | \$ 5,200.00   | \$ 115.00                                                                              | \$ 5,980.00   | \$ 100.00                                                                              | \$ 5,200.00   | \$ 58.40                                                                                                   | \$ 3,036.80   |
| 27                                                                                                                                                                                                                                         | Plant Selection - Redpointe Maple (2-1/2" Caliper)      | 21    | EA   | \$ 800.00           | \$ 16,800.00  | \$ 675.00                                                                              | \$ 14,175.00  | \$ 750.00                                                                              | \$ 15,750.00  | \$ 756.56                                                                                                  | \$ 15,887.76  |
| 28                                                                                                                                                                                                                                         | Plant Selection - Metro Gold Maple (2-1/2" Caliper)     | 40    | EA   | \$ 800.00           | \$ 32,000.00  | \$ 555.00                                                                              | \$ 22,200.00  | \$ 750.00                                                                              | \$ 30,000.00  | \$ 619.89                                                                                                  | \$ 24,795.60  |
| 29                                                                                                                                                                                                                                         | Plant Selection - Kelseyi Dogwood (2 Gallon)            | 412   | EA   | \$ 60.00            | \$ 24,720.00  | \$ 55.00                                                                               | \$ 22,660.00  | \$ 45.40                                                                               | \$ 18,704.80  | \$ 61.01                                                                                                   | \$ 25,136.12  |
| 30                                                                                                                                                                                                                                         | Plant Selection - Dwarf Mugo Pine (2 Gallon)            | 80    | EA   | \$ 65.00            | \$ 5,200.00   | \$ 55.00                                                                               | \$ 4,400.00   | \$ 51.20                                                                               | \$ 4,096.00   | \$ 61.01                                                                                                   | \$ 4,880.80   |
| 31                                                                                                                                                                                                                                         | Plant Selection - Black Eyed Susan (1 Gallon)           | 1,035 | EA   | \$ 42.00            | \$ 43,470.00  | \$ 20.00                                                                               | \$ 20,700.00  | \$ 27.90                                                                               | \$ 28,876.50  | \$ 21.96                                                                                                   | \$ 22,728.60  |
| 32                                                                                                                                                                                                                                         | Plant Selection - Woods Compact Kinnikinnick (2 Gallon) | 1,795 | EA   | \$ 36.00            | \$ 64,620.00  | \$ 40.00                                                                               | \$ 71,800.00  | \$ 31.50                                                                               | \$ 56,542.50  | \$ 45.15                                                                                                   | \$ 81,044.25  |
| 33                                                                                                                                                                                                                                         | Plant Selection - Golden Nugget Barberry (2 Gallon)     | 105   | EA   | \$ 60.00            | \$ 6,300.00   | \$ 30.00                                                                               | \$ 3,150.00   | \$ 50.50                                                                               | \$ 5,302.50   | \$ 34.17                                                                                                   | \$ 3,587.85   |
| 34                                                                                                                                                                                                                                         | Plant Selection - Flower Carpet Pink Rose (2 Gallon)    | 59    | EA   | \$ 70.00            | \$ 4,130.00   | \$ 35.00                                                                               | \$ 2,065.00   | \$ 57.80                                                                               | \$ 3,410.20   | \$ 37.22                                                                                                   | \$ 2,195.98   |
| 35                                                                                                                                                                                                                                         | Plant Selection - Sun Rose Burgundy Dazzler (1 Gallon)  | 195   | EA   | \$ 48.00            | \$ 9,360.00   | \$ 20.00                                                                               | \$ 3,900.00   | \$ 24.20                                                                               | \$ 4,719.00   | \$ 24.41                                                                                                   | \$ 4,759.95   |
| 36                                                                                                                                                                                                                                         | Plant Selection - Moonbeam Coreopsis (1 Gallon)         | 600   | EA   | \$ 44.00            | \$ 26,400.00  | \$ 25.00                                                                               | \$ 15,000.00  | \$ 29.40                                                                               | \$ 17,640.00  | \$ 30.51                                                                                                   | \$ 18,306.00  |
| 37                                                                                                                                                                                                                                         | Topsoil Type A                                          | 580   | CY   | \$ 80.00            | \$ 46,400.00  | \$ 130.00                                                                              | \$ 75,400.00  | \$ 37.20                                                                               | \$ 21,576.00  | \$ 146.43                                                                                                  | \$ 84,929.40  |
| 38                                                                                                                                                                                                                                         | Subgrade Topsoil                                        | 975   | CY   | \$ 70.00            | \$ 68,250.00  | \$ 110.00                                                                              | \$ 107,250.00 | \$ 70.10                                                                               | \$ 68,347.50  | \$ 122.03                                                                                                  | \$ 118,979.25 |
| 39                                                                                                                                                                                                                                         | Root Barrier                                            | 3,850 | LF   | \$ 20.00            | \$ 77,000.00  | \$ 16.00                                                                               | \$ 61,600.00  | \$ 10.50                                                                               | \$ 40,425.00  | \$ 24.10                                                                                                   | \$ 92,785.00  |
| 40                                                                                                                                                                                                                                         | Root Path                                               | 2,275 | LF   | \$ 20.00            | \$ 45,500.00  | \$ 20.00                                                                               | \$ 45,500.00  | \$ 15.00                                                                               | \$ 34,125.00  | \$ 28.14                                                                                                   | \$ 64,018.50  |
| 41                                                                                                                                                                                                                                         | Basalt Rock Mulch                                       | 100   | CY   | \$ 165.00           | \$ 16,500.00  | \$ 110.00                                                                              | \$ 11,000.00  | \$ 110.00                                                                              | \$ 11,000.00  | \$ 122.03                                                                                                  | \$ 12,203.00  |
| 42                                                                                                                                                                                                                                         | Plant Establishment                                     | 1     | FA   | \$ 10,000.00        | \$ 10,000.00  | \$ 10,000.00                                                                           | \$ 10,000.00  | \$ 10,000.00                                                                           | \$ 10,000.00  | \$ 10,000.00                                                                                               | \$ 10,000.00  |
| 43                                                                                                                                                                                                                                         | Cement Conc. Traffic Curb and Gutter                    | 3,085 | LF   | \$ 50.00            | \$ 154,250.00 | \$ 34.00                                                                               | \$ 104,890.00 | \$ 60.00                                                                               | \$ 185,100.00 | \$ 52.27                                                                                                   | \$ 161,252.95 |

| BID SUMMARY                                                                                                                                                                                                                                                                                                                                                                                                              |                                                           |       |      |                     |                 | BIDDER NO. 1                                                      |                 | BIDDER NO. 2                                                      |                 | BIDDER NO. 3                                                                          |                 |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|-------|------|---------------------|-----------------|-------------------------------------------------------------------|-----------------|-------------------------------------------------------------------|-----------------|---------------------------------------------------------------------------------------|-----------------|
| Owner: City of Cle Elum<br>Project: First Street Improvements Phase 3 - Downtown Revitalization<br>HLA Project No.: 23150C<br>Bid Opening Date: November 30, 2023<br>FEDERAL AID NO.: STBG(R)-0903(086)                                                                                                                                                                                                                  |                                                           |       |      |                     |                 | Active Construction, Inc.<br><br>PO Box 430<br>Puyallup, WA 98443 |                 | Pro Grade Enterprises, Inc.<br><br>PO Box 586<br>Easton, WA 98925 |                 | Ascent Foundation and More, LLC<br><br>106 N. Peoh Ave. Suite C<br>Cle Elum, WA 98922 |                 |
| ITEM NO.                                                                                                                                                                                                                                                                                                                                                                                                                 | DESCRIPTION                                               | QTY.  | UNIT | ENGINEER'S ESTIMATE |                 | UNIT PRICE                                                        | AMOUNT          | UNIT PRICE                                                        | AMOUNT          | UNIT PRICE                                                                            | AMOUNT          |
|                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                           |       |      | UNIT PRICE          | AMOUNT          |                                                                   |                 |                                                                   |                 |                                                                                       |                 |
| 44                                                                                                                                                                                                                                                                                                                                                                                                                       | Bench                                                     | 12    | EA   | \$ 4,000.00         | \$ 48,000.00    | \$ 3,000.00                                                       | \$ 36,000.00    | \$ 3,400.00                                                       | \$ 40,800.00    | \$ 2,716.28                                                                           | \$ 32,595.36    |
| 45                                                                                                                                                                                                                                                                                                                                                                                                                       | Trash Receptacle                                          | 6     | EA   | \$ 4,000.00         | \$ 24,000.00    | \$ 5,100.00                                                       | \$ 30,600.00    | \$ 2,300.00                                                       | \$ 13,800.00    | \$ 4,738.21                                                                           | \$ 28,429.26    |
| 46                                                                                                                                                                                                                                                                                                                                                                                                                       | Bike Rack                                                 | 18    | EA   | \$ 1,500.00         | \$ 27,000.00    | \$ 1,800.00                                                       | \$ 32,400.00    | \$ 1,100.00                                                       | \$ 19,800.00    | \$ 759.55                                                                             | \$ 13,671.90    |
| 47                                                                                                                                                                                                                                                                                                                                                                                                                       | Bollard                                                   | 3     | EA   | \$ 1,200.00         | \$ 3,600.00     | \$ 3,500.00                                                       | \$ 10,500.00    | \$ 3,300.00                                                       | \$ 9,900.00     | \$ 3,313.95                                                                           | \$ 9,941.85     |
| 48                                                                                                                                                                                                                                                                                                                                                                                                                       | Monument Relocation                                       | 1     | FA   | \$ 2,500.00         | \$ 2,500.00     | \$ 2,500.00                                                       | \$ 2,500.00     | \$ 2,500.00                                                       | \$ 2,500.00     | \$ 2,500.00                                                                           | \$ 2,500.00     |
| 49                                                                                                                                                                                                                                                                                                                                                                                                                       | Coal Cart Relocation                                      | 1     | FA   | \$ 10,000.00        | \$ 10,000.00    | \$ 10,000.00                                                      | \$ 10,000.00    | \$ 10,000.00                                                      | \$ 10,000.00    | \$ 10,000.00                                                                          | \$ 10,000.00    |
| 50                                                                                                                                                                                                                                                                                                                                                                                                                       | Trash Compactor Relocation                                | 1     | FA   | \$ 2,000.00         | \$ 2,000.00     | \$ 2,000.00                                                       | \$ 2,000.00     | \$ 2,000.00                                                       | \$ 2,000.00     | \$ 2,000.00                                                                           | \$ 2,000.00     |
| 51                                                                                                                                                                                                                                                                                                                                                                                                                       | Cement Conc. Sidewalk 6-Inch Thick                        | 225   | SY   | \$ 180.00           | \$ 40,500.00    | \$ 131.00                                                         | \$ 29,475.00    | \$ 190.00                                                         | \$ 42,750.00    | \$ 149.61                                                                             | \$ 33,662.25    |
| 52                                                                                                                                                                                                                                                                                                                                                                                                                       | Cement Conc. Sidewalk 4-Inch Thick                        | 45    | SY   | \$ 130.00           | \$ 5,850.00     | \$ 115.00                                                         | \$ 5,175.00     | \$ 150.00                                                         | \$ 6,750.00     | \$ 260.27                                                                             | \$ 11,712.15    |
| 53                                                                                                                                                                                                                                                                                                                                                                                                                       | Cement Conc. Sidewalk 4-Inch Thick Patterned              | 4,790 | SY   | \$ 193.00           | \$ 924,470.00   | \$ 115.00                                                         | \$ 550,850.00   | \$ 190.00                                                         | \$ 910,100.00   | \$ 150.90                                                                             | \$ 722,811.00   |
| 54                                                                                                                                                                                                                                                                                                                                                                                                                       | Cement Conc. Curb Ramp                                    | 27    | EA   | \$ 2,500.00         | \$ 67,500.00    | \$ 3,400.00                                                       | \$ 91,800.00    | \$ 3,200.00                                                       | \$ 86,400.00    | \$ 3,231.66                                                                           | \$ 87,254.82    |
| 55                                                                                                                                                                                                                                                                                                                                                                                                                       | Tree Lighting System, Complete                            | 1     | LS   | \$ 390,000.00       | \$ 390,000.00   | \$ 250,000.00                                                     | \$ 250,000.00   | \$ 245,000.00                                                     | \$ 245,000.00   | \$ 229,010.75                                                                         | \$ 229,010.75   |
| 56                                                                                                                                                                                                                                                                                                                                                                                                                       | Conduit Installation (PSE Illumination)                   | 2,550 | LF   | \$ 30.00            | \$ 76,500.00    | \$ 25.00                                                          | \$ 63,750.00    | \$ 28.60                                                          | \$ 72,930.00    | \$ 42.06                                                                              | \$ 107,253.00   |
| 57                                                                                                                                                                                                                                                                                                                                                                                                                       | Furnished Conduit Installation (PSE Power)                | 1,960 | LF   | \$ 30.00            | \$ 58,800.00    | \$ 24.00                                                          | \$ 47,040.00    | \$ 8.35                                                           | \$ 16,366.00    | \$ 16.55                                                                              | \$ 32,438.00    |
| 58                                                                                                                                                                                                                                                                                                                                                                                                                       | Furnished Conduit Installation (Wholesale Communications) | 575   | LF   | \$ 20.00            | \$ 11,500.00    | \$ 15.00                                                          | \$ 8,625.00     | \$ 6.40                                                           | \$ 3,680.00     | \$ 16.46                                                                              | \$ 9,464.50     |
| 59                                                                                                                                                                                                                                                                                                                                                                                                                       | Furnished Conduit Installation (Inland Networks)          | 1,025 | LF   | \$ 20.00            | \$ 20,500.00    | \$ 15.00                                                          | \$ 15,375.00    | \$ 9.65                                                           | \$ 9,891.25     | \$ 15.45                                                                              | \$ 15,836.25    |
| 60                                                                                                                                                                                                                                                                                                                                                                                                                       | Furnished Conduit Installation (Lumen Technologies)       | 425   | LF   | \$ 20.00            | \$ 8,500.00     | \$ 16.00                                                          | \$ 6,800.00     | \$ 7.70                                                           | \$ 3,272.50     | \$ 20.05                                                                              | \$ 8,521.25     |
| 61                                                                                                                                                                                                                                                                                                                                                                                                                       | Electrical Service Connection                             | 11    | EA   | \$ 20,000.00        | \$ 220,000.00   | \$ 4,500.00                                                       | \$ 49,500.00    | \$ 6,800.00                                                       | \$ 74,800.00    | \$ 3,188.58                                                                           | \$ 35,074.38    |
| 62                                                                                                                                                                                                                                                                                                                                                                                                                       | Telecommunication Service Connection                      | 13    | EA   | \$ 15,000.00        | \$ 195,000.00   | \$ 3,000.00                                                       | \$ 39,000.00    | \$ 2,700.00                                                       | \$ 35,100.00    | \$ 482.00                                                                             | \$ 6,266.00     |
| 63                                                                                                                                                                                                                                                                                                                                                                                                                       | Accessible Pedestrian Push Button                         | 16    | EA   | \$ 5,000.00         | \$ 80,000.00    | \$ 2,700.00                                                       | \$ 43,200.00    | \$ 5,800.00                                                       | \$ 92,800.00    | \$ 2,898.11                                                                           | \$ 46,369.76    |
| 64                                                                                                                                                                                                                                                                                                                                                                                                                       | Permanent Signing                                         | 1     | LS   | \$ 60,000.00        | \$ 60,000.00    | \$ 15,000.00                                                      | \$ 15,000.00    | \$ 165,000.00                                                     | \$ 165,000.00   | \$ 51,302.05                                                                          | \$ 51,302.05    |
| 65                                                                                                                                                                                                                                                                                                                                                                                                                       | Pavement Markings                                         | 1     | LS   | \$ 50,000.00        | \$ 50,000.00    | \$ 30,000.00                                                      | \$ 30,000.00    | \$ 53,000.00                                                      | \$ 53,000.00    | \$ 57,011.65                                                                          | \$ 57,011.65    |
| 66                                                                                                                                                                                                                                                                                                                                                                                                                       | Segmental Block Wall                                      | 600   | SF   | \$ 80.00            | \$ 48,000.00    | \$ 45.00                                                          | \$ 27,000.00    | \$ 53.40                                                          | \$ 32,040.00    | \$ 28.47                                                                              | \$ 17,082.00    |
| BID TOTAL                                                                                                                                                                                                                                                                                                                                                                                                                |                                                           |       |      |                     | \$ 4,951,590.00 |                                                                   | \$ 3,435,435.00 |                                                                   | \$ 3,444,374.25 |                                                                                       | \$ 3,639,912.85 |
| ENGINEER'S REPORT                                                                                                                                                                                                                                                                                                                                                                                                        |                                                           |       |      |                     |                 | ADDITIONAL BID TOTALS                                             |                 |                                                                   |                 |                                                                                       |                 |
| <div>Competitive bids were opened November 30, 2023. All bids have been reviewed by this office.</div> <div>We recommend the contract be awarded to: Active Construction, Inc.</div> <div>Project Engineer _____ Date _____</div> <div></div> <div>*Bid results can be found at: <a href="http://hlacivil.com">hlacivil.com</a></div> |                                                           |       |      |                     |                 | BIDDER                                                            |                 | BID TOTAL                                                         |                 |                                                                                       |                 |
|                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                           |       |      |                     |                 | Selland Construction, Inc.                                        |                 | \$ 3,970,305.00                                                   |                 |                                                                                       |                 |
|                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                           |       |      |                     |                 | Granite Construction Company                                      |                 | \$ 4,382,842.00                                                   |                 |                                                                                       |                 |
|                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                           |       |      |                     |                 | CR Construction, LLC                                              |                 | \$ 4,690,718.20                                                   |                 |                                                                                       |                 |
|                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                           |       |      |                     |                 |                                                                   |                 |                                                                   |                 |                                                                                       |                 |
|                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                           |       |      |                     |                 |                                                                   |                 |                                                                   |                 |                                                                                       |                 |
|                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                           |       |      |                     |                 |                                                                   |                 |                                                                   |                 |                                                                                       |                 |
|                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                           |       |      |                     |                 |                                                                   |                 |                                                                   |                 |                                                                                       |                 |
|                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                           |       |      |                     |                 |                                                                   |                 |                                                                   |                 |                                                                                       |                 |
|                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                           |       |      |                     |                 |                                                                   |                 |                                                                   |                 |                                                                                       |                 |
|                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                           |       |      |                     |                 | *Highlighted amounts have been corrected.                         |                 |                                                                   |                 |                                                                                       |                 |



December 4, 2023

City of Cle Elum  
119 West 1st Street  
Cle Elum, WA 98922

Attn: Mayor Jay McGowan

Re: City of Cle Elum  
First Street Improvements Phase 3 – Downtown Revitalization  
Federal Aid No.: STBG(R)-0903(086)  
HLA Project No.: 23150  
Recommendation of Award

Dear Mayor McGowan:

The bid opening for the above referenced project was held at City Council Chambers at 11:00 a.m. on Thursday, November 30, 2023. A total of six bids were received with the low bid of \$3,435,435.00, being offered by Active Construction, Inc., of Puyallup, WA. This low bid is approximately thirty-one (31%) percent below the Engineer's Estimate of \$4,951,590.00.

We have reviewed and checked the bid proposals of all bidders and recommend the City of Cle Elum award a construction contract to Active Construction, Inc, in the amount of \$3,435,435.00, contingent upon concurrence from Kittitas County and WSDOT. Please send us a copy of the City of Cle Elum Council meeting minutes authorizing award of this project.

Enclosed please find the project Bid Summary for your review. Please advise if we may answer any questions or provide additional information.

Sincerely,

Benjamin A. Annen, PE

BAA/asr

Enclosures

Copy: Rob Omans, Debbie Lee, Robin Newcomb, Aaron Barr – City of Cle Elum  
Taylor Denny, HLA



City of Cle Elum  
6-E-930(008)-1  
First Street - Phase 3  
Oakes Ave to Peoh Ave

STATE OF WASHINGTON  
TRANSPORTATION IMPROVEMENT BOARD  
AND  
City of Cle Elum  
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the First Street - Phase 3, Oakes Ave to Peoh Ave (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of Cle Elum, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

For the project specified above, TIB shall pay 13.5000 percent of approved eligible project costs up to the amount of \$1,000,215, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT's Grant Application and incorporated by reference into this Agreement. Scope and Budget will be further developed and refined, but not substantially altered during the Design, Bid Authorization and Construction Phases. Any material alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

3.0 PROJECT DOCUMENTATION

TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT's submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to the following:

- a) Project Funding Status Form
- b) Bid Authorization Form with plans and engineers estimate
- c) Award Updated Cost Estimate
- d) Bid Tabulations
- e) Contract Completion Updated Cost Estimate with final summary of quantities
- f) Project Accounting History

4.0 BILLING AND PAYMENT

The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as



often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable amounts are greater than \$50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

## 5.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through closeout of the grant or until terminated as provided herein, but shall not exceed 10 years unless amended by the Parties.

## 6.0 AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

## 7.0 ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.

## 8.0 GOVERNANCE & VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and venue of any action brought hereunder shall be in the Superior Court for Thurston County.

## 9.0 DEFAULT AND TERMINATION

### 9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB's notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.
- c) TIB will provide 30 days for RECIPIENT to make reasonable progress toward compliance pursuant to its plan to correct or implement its amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

### 9.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:



- a) RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIB denies the RECIPIENT's request to amend the Project.
- c) After investigation TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project payments until the requested corrections have been made or the Agreement has been terminated.

### 9.3 TERMINATION

- a) In the event of default by the RECIPIENT as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.
- b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.
- c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.

### 9.4 TERMINATION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

## 10.0 USE OF TIB GRANT FUNDS

TIB grant funds come from Motor Vehicle Fuel Tax revenue. Any use of these funds for anything other than highway or roadway system improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9. If Right of Way is purchased using TIB funds, and some or all of the Right of Way is subsequently sold, proceeds from the sale must be deposited into the RECIPIENT's motor vehicle fund and used for a motor vehicle purpose.

## 11.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

At Bid Award and Contract Completion, RECIPIENT may request an increase in the maximum payable TIB funds for the specific project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. All increase requests must be made pursuant to WAC 479-05-202 and/or WAC 479-01-060. If an increase is denied, the recipient shall be liable for all costs incurred in excess of the maximum amount payable by TIB. In the event that final costs related to the specific project are less than the initial grant award, TIB funds will be decreased and/or refunded to TIB in a manner that maintains the intended ratio between TIB funds and total project costs, as described in Section 1.0 of this Agreement.



## 12.0 INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

## 13.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

Each of the PARTIES, shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, that PARTY's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a PARTY's own negligence. Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the other PARTY only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW. In any action to enforce the provisions of the Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs incurred from the other PARTY. The obligations of this Section shall survive termination of this Agreement.

## 14.0 DISPUTE RESOLUTION

- a) The PARTIES shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this AGREEMENT. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this AGREEMENT.
- b) Informal Resolution. The PARTIES shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the PARTIES are unable to resolve the dispute, the PARTIES shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The PARTIES shall share equally in the cost of the mediator.
- d) Each PARTY agrees to compromise to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The PARTIES agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.



## 15.0 ENTIRE AGREEMENT

This Agreement, together with the RECIPIENT'S Grant Application, the provisions of chapter 47.26 Revised Code of Washington, the provisions of title 479 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the PARTIES and supersedes all previous written or oral agreements between the PARTIES.

## 16.0 RECORDS MAINTENANCE

The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement shall be subject at all reasonable times to inspection, review or audit by TIB personnel duly authorized by TIB, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Approved as to Form  
Attorney General

By:

Signature on file

---

Guy Bowman  
Assistant Attorney General

Lead Agency

Transportation Improvement Board

---

Chief Executive Officer

Date

---

Executive Director

Date

---

Print Name

---

Print Name



City of Cle Elum  
P-E-930(P06)-1  
Second Street Pathway - Phase 1  
N Stafford Ave to N Pennsylvania Ave

STATE OF WASHINGTON  
TRANSPORTATION IMPROVEMENT BOARD  
AND  
City of Cle Elum  
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the Second Street Pathway - Phase 1, N Stafford Ave to N Pennsylvania Ave (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of Cle Elum, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

For the project specified above, TIB shall pay 95.0000 percent of approved eligible project costs up to the amount of \$497,767, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

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- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

### 9.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:



- a) RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIB denies the RECIPIENT's request to amend the Project.
- c) After investigation TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project payments until the requested corrections have been made or the Agreement has been terminated.

### 9.3 TERMINATION

- a) In the event of default by the RECIPIENT as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.
- b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.
- c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.

### 9.4 TERMINATION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

## 10.0 USE OF TIB GRANT FUNDS

TIB grant funds come from Motor Vehicle Fuel Tax revenue. Any use of these funds for anything other than highway or roadway system improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9. If Right of Way is purchased using TIB funds, and some or all of the Right of Way is subsequently sold, proceeds from the sale must be deposited into the RECIPIENT's motor vehicle fund and used for a motor vehicle purpose.

## 11.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

At Bid Award and Contract Completion, RECIPIENT may request an increase in the maximum payable TIB funds for the specific project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. All increase requests must be made pursuant to WAC 479-05-202 and/or WAC 479-01-060. If an increase is denied, the recipient shall be liable for all costs incurred in excess of the maximum amount payable by TIB. In the event that final costs related to the specific project are less than the initial grant award, TIB funds will be decreased and/or refunded to TIB in a manner that maintains the intended ratio between TIB funds and total project costs, as described in Section 1.0 of this Agreement.



## 12.0 INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

## 13.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

Each of the PARTIES, shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, that PARTY's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a PARTY's own negligence. Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the other PARTY only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW. In any action to enforce the provisions of the Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs incurred from the other PARTY. The obligations of this Section shall survive termination of this Agreement.

## 14.0 DISPUTE RESOLUTION

- a) The PARTIES shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this AGREEMENT. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this AGREEMENT.
- b) Informal Resolution. The PARTIES shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the PARTIES are unable to resolve the dispute, the PARTIES shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The PARTIES shall share equally in the cost of the mediator.
- d) Each PARTY agrees to compromise to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The PARTIES agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.



## 15.0 ENTIRE AGREEMENT

This Agreement, together with the RECIPIENT'S Grant Application, the provisions of chapter 47.26 Revised Code of Washington, the provisions of title 479 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the PARTIES and supersedes all previous written or oral agreements between the PARTIES.

## 16.0 RECORDS MAINTENANCE

The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement shall be subject at all reasonable times to inspection, review or audit by TIB personnel duly authorized by TIB, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Approved as to Form  
Attorney General

By:

Signature on file

---

Guy Bowman  
Assistant Attorney General

Lead Agency

Transportation Improvement Board

---

Chief Executive Officer

Date

---

Executive Director

Date

---

Print Name

---

Print Name



December 7, 2023

City of Cle Elum  
119 West 1st Street  
Cle Elum, WA 98922

Attn: Mayor Jay McGowan

Re: City of Cle Elum  
Second Street and Rossetti Way Water Main Improvements  
HLA Project No.: 22188C  
Progress Estimate No.: 02

Dear Mayor McGowan:

Enclosed is Progress Estimate No. 02 for work performed by Ascent Foundation and More, LLC, through November 25, 2023, in connection with their contract on the above referenced project. The amount due the Contractor is \$807,660.55, per the contract documents. Submission of Certified Payrolls for Ascent Foundation and More, LLC and subcontractors are not required for review. We recommend this Progress Estimate be considered and approved by the City of Cle Elum.

Please contact our office if you have questions or if we may furnish additional information.

Very truly yours,

Benjamin A. Annen, PE

BAA/jld

Enclosures

Copy: Vince Glondo – Ascent Foundation and More, LLC  
Rob Omans, Aaron Barr, Debbie Lee, Robin Newcomb – City of Cle Elum  
Taylor Denny, Aaron Hatfield, Angie Ringe – HLA

## CONSTRUCTION PROGRESS ESTIMATE

## Second Street and Rossetti Way Water Main Improvements

CITY OF CLE ELUM

119 WEST 1ST STREET

CLE ELUM, WA 98922

TO: Ascent Foundations and More, LLC

106 N. Peoh Avenue, Ste. C

Cle Elum, WA 98922

HLA PROJECT NO.: 22188C

PWB PROJECT NO.: PC23-96103-116

PROGRESS ESTIMATE NO.: 2

FROM: Oct. 26, 2023

TO: Nov. 25, 2023



| BID<br>ITEM<br>NO. | SCH.<br>OF<br>WORK | DESCRIPTION                                               | UNIT | CONTRACT TOTAL<br>(Contract + COs) |              |               | TOTAL WORK TO DATE |               | PREVIOUS PAID |             | AMOUNT DUE NOW<br>(Total - Previous) |               | PERCENT<br>CONTRACT<br>COMPLETE |
|--------------------|--------------------|-----------------------------------------------------------|------|------------------------------------|--------------|---------------|--------------------|---------------|---------------|-------------|--------------------------------------|---------------|---------------------------------|
|                    |                    |                                                           |      | QTY                                | UNIT PRICE   | COST          | QTY                | COST          | QTY           | COST        | QTY                                  | COST          |                                 |
| 1                  | A                  | Minor Change                                              | FA   | 1                                  | \$ 20,000.00 | \$ 20,000.00  | 0.68               | \$ 13,652.05  | 0             | \$ -        | 0.68                                 | \$ 13,652.05  | 68%                             |
| 2                  | A                  | Mobilization                                              | LS   | 1                                  | \$ 82,500.00 | \$ 82,500.00  | 1                  | \$ 82,500.00  | 0             | \$ -        | 1                                    | \$ 82,500.00  | 100%                            |
| 3                  | A                  | Project Temporary Traffic Control                         | LS   | 1                                  | \$ 34,060.19 | \$ 34,060.19  | 0.25               | \$ 8,347.08   | 0.09          | \$ 3,012.83 | 0.16                                 | \$ 5,334.25   | 25%                             |
| 4                  | A                  | Clearing and Grubbing                                     | LS   | 1                                  | \$ 8,095.28  | \$ 8,095.28   | 0.50               | \$ 4,047.64   | 0             | \$ -        | 0.50                                 | \$ 4,047.64   | 50%                             |
| 5                  | A                  | Crushed Surfacing Base Course                             | TON  | 1,680                              | \$ 30.09     | \$ 50,551.20  | 442.12             | \$ 13,303.39  | 0             | \$ -        | 442.12                               | \$ 13,303.39  | 26%                             |
| 6                  | A                  | Crushed Surfacing Top Course                              | TON  | 770                                | \$ 33.21     | \$ 25,571.70  | 0                  | \$ -          | 0             | \$ -        | 0                                    | \$ -          | 0%                              |
| 7                  | A                  | HMA Cl. 3/8-Inch PG 64H-28                                | TON  | 750                                | \$ 253.00    | \$ 189,750.00 | 172.55             | \$ 43,655.15  | 0             | \$ -        | 172.55                               | \$ 43,655.15  | 23%                             |
| 8                  | A                  | Select Backfill, as Directed                              | CY   | 1,000                              | \$ 42.85     | \$ 42,850.00  | 61.17              | \$ 2,621.13   | 0             | \$ -        | 61.17                                | \$ 2,621.13   | 6%                              |
| 9                  | A                  | ___ Pipe for Water Main 12 In. Diam.                      | LF   | 7,660                              | \$ 123.22    | \$ 943,865.20 | 945.20             | \$ 116,467.54 | 0             | \$ -        | 945.20                               | \$ 116,467.54 | 12%                             |
| 10                 | A                  | ___ Pipe for Water Main 8 In. Diam.                       | LF   | 135                                | \$ 134.73    | \$ 18,188.55  | 45.31              | \$ 6,104.62   | 0             | \$ -        | 45.31                                | \$ 6,104.62   | 34%                             |
| 11                 | A                  | ___ Pipe for Water Main 6 In. Diam.                       | LF   | 420                                | \$ 67.68     | \$ 28,425.60  | 15.30              | \$ 1,035.50   | 0             | \$ -        | 15.30                                | \$ 1,035.50   | 4%                              |
| 12                 | A                  | ___ Pipe for Water Main 4 In. Diam.                       | LF   | 120                                | \$ 89.53     | \$ 10,743.60  | 0                  | \$ -          | 0             | \$ -        | 0                                    | \$ -          | 0%                              |
| 13                 | A                  | ___ Pipe for Water Main 3 In. Diam.                       | LF   | 20                                 | \$ 162.52    | \$ 3,250.40   | 0                  | \$ -          | 0             | \$ -        | 0                                    | \$ -          | 0%                              |
| 14                 | A                  | ___ Pipe for Water Main 2 In. Diam.                       | LF   | 15                                 | \$ 97.29     | \$ 1,459.35   | 0                  | \$ -          | 0             | \$ -        | 0                                    | \$ -          | 0%                              |
| 15                 | A                  | Gate Valve 12 In.                                         | EA   | 31                                 | \$ 3,816.32  | \$ 118,305.92 | 0                  | \$ -          | 0             | \$ -        | 0                                    | \$ -          | 0%                              |
| 16                 | A                  | Gate Valve 8 In.                                          | EA   | 14                                 | \$ 2,238.70  | \$ 31,341.80  | 1                  | \$ 2,238.70   | 0             | \$ -        | 1                                    | \$ 2,238.70   | 7%                              |
| 17                 | A                  | Gate Valve 4 In.                                          | EA   | 1                                  | \$ 1,410.72  | \$ 1,410.72   | 0                  | \$ -          | 0             | \$ -        | 0                                    | \$ -          | 0%                              |
| 18                 | A                  | Hydrant Assembly                                          | EA   | 20                                 | \$ 5,960.76  | \$ 119,215.20 | 1                  | \$ 5,960.76   | 0             | \$ -        | 1                                    | \$ 5,960.76   | 5%                              |
| 19                 | A                  | Bollards                                                  | EA   | 12                                 | \$ 518.53    | \$ 6,222.36   | 0                  | \$ -          | 0             | \$ -        | 0                                    | \$ -          | 0%                              |
| 20                 | A                  | Service Connection 3/4 In. Diam.                          | EA   | 128                                | \$ 1,372.71  | \$ 175,706.88 | 0                  | \$ -          | 0             | \$ -        | 0                                    | \$ -          | 0%                              |
| 21                 | A                  | Service Connection 3/4 In. Diam. Including Meter Setter   | EA   | 7                                  | \$ 3,126.53  | \$ 21,885.71  | 0                  | \$ -          | 0             | \$ -        | 0                                    | \$ -          | 0%                              |
| 22                 | A                  | Service Connection 1 1/2 In. Diam.                        | EA   | 1                                  | \$ 1,963.19  | \$ 1,963.19   | 0                  | \$ -          | 0             | \$ -        | 0                                    | \$ -          | 0%                              |
| 23                 | A                  | Service Connection 1 1/2 In. Diam. Including Meter Setter | EA   | 1                                  | \$ 6,198.49  | \$ 6,198.49   | 0                  | \$ -          | 0             | \$ -        | 0                                    | \$ -          | 0%                              |
| 24                 | A                  | Service Connection 2 In. Diam.                            | EA   | 4                                  | \$ 2,512.59  | \$ 10,050.36  | 0                  | \$ -          | 0             | \$ -        | 0                                    | \$ -          | 0%                              |
| 25                 | A                  | Service Connection 3 In. Diam.                            | EA   | 1                                  | \$ 1,303.27  | \$ 1,303.27   | 0                  | \$ -          | 0             | \$ -        | 0                                    | \$ -          | 0%                              |
| 26                 | A                  | Service Connection 4 In. Diam.                            | EA   | 1                                  | \$ 1,916.44  | \$ 1,916.44   | 0                  | \$ -          | 0             | \$ -        | 0                                    | \$ -          | 0%                              |
| 27                 | A                  | Water Casing Pipe, In Place 18 In. Diam.                  | LF   | 20                                 | \$ 218.58    | \$ 4,371.60   | 0                  | \$ -          | 0             | \$ -        | 0                                    | \$ -          | 0%                              |
| 28                 | A                  | Inlet Protection                                          | EA   | 41                                 | \$ 37.60     | \$ 1,541.60   | 1                  | \$ 37.60      | 0             | \$ -        | 1                                    | \$ 37.60      | 2%                              |
| 29                 | A                  | Silt Fence                                                | LF   | 780                                | \$ 5.90      | \$ 4,602.00   | 0                  | \$ -          | 0             | \$ -        | 0                                    | \$ -          | 0%                              |

## CONSTRUCTION PROGRESS ESTIMATE

## Second Street and Rossetti Way Water Main Improvements

CITY OF CLE ELUM

119 WEST 1ST STREET

CLE ELUM, WA 98922

TO: Ascent Foundations and More, LLC

106 N. Peoh Avenue, Ste. C

Cle Elum, WA 98922

HLA PROJECT NO.: 22188C

PWB PROJECT NO.: PC23-96103-116

PROGRESS ESTIMATE NO.: 2

FROM: Oct. 26, 2023

TO: Nov. 25, 2023



| BID<br>ITEM<br>NO. | SCH.<br>OF<br>WORK | DESCRIPTION                           | UNIT | CONTRACT TOTAL<br>(Contract + COs) |              |              | TOTAL WORK TO DATE |              | PREVIOUS PAID |              | AMOUNT DUE NOW<br>(Total - Previous) |              | PERCENT<br>CONTRACT<br>COMPLETE |
|--------------------|--------------------|---------------------------------------|------|------------------------------------|--------------|--------------|--------------------|--------------|---------------|--------------|--------------------------------------|--------------|---------------------------------|
|                    |                    |                                       |      | QTY                                | UNIT PRICE   | COST         | QTY                | COST         | QTY           | COST         | QTY                                  | COST         |                                 |
| 30                 | A                  | Landscape Restoration                 | FA   | 1                                  | \$ 10,000.00 | \$ 10,000.00 | 0.03               | \$ 274.30    | 0             | \$ -         | 0.03                                 | \$ 274.30    | 3%                              |
| 31                 | A                  | Cement Conc. Traffic Curb and Gutter  | LF   | 33                                 | \$ 97.75     | \$ 3,225.75  | 0                  | \$ -         | 0             | \$ -         | 0                                    | \$ -         | 0%                              |
| 32                 | A                  | Removing and Resetting Beam Guardrail | LF   | 22                                 | \$ 300.57    | \$ 6,612.54  | 76.50              | \$ 22,993.61 | 0             | \$ -         | 76.50                                | \$ 22,993.61 | 348%                            |
| 33                 | A                  | Cement Conc. Sidewalk 4-Inch Thick    | SY   | 140                                | \$ 83.46     | \$ 11,684.40 | 0                  | \$ -         | 0             | \$ -         | 0                                    | \$ -         | 0%                              |
| 34                 | B                  | Minor Change                          | FA   | 1                                  | \$ 5,000.00  | \$ 5,000.00  | 6.13               | \$ 30,649.56 | 0             | \$ -         | 6.13                                 | \$ 30,649.56 | 613%                            |
| 35                 | B                  | Mobilization                          | LS   | 1                                  | \$ 2,615.34  | \$ 2,615.34  | 1                  | \$ 2,615.34  | 0             | \$ -         | 1                                    | \$ 2,615.34  | 100%                            |
| 36                 | B                  | Project Temporary Traffic Control     | LS   | 1                                  | \$ 775.93    | \$ 775.93    | 0.28               | \$ 217.69    | 0.15          | \$ 118.78    | 0.13                                 | \$ 98.91     | 28%                             |
| 37                 | B                  | Clearing and Grubbing                 | LS   | 1                                  | \$ 4,082.74  | \$ 4,082.74  | 1                  | \$ 4,082.74  | 1             | \$ 4,082.74  | 0                                    | \$ -         | 100%                            |
| 38                 | B                  | Crushed Surfacing Base Course         | TON  | 16                                 | \$ 68.85     | \$ 1,101.60  | 0                  | \$ -         | 0             | \$ -         | 0                                    | \$ -         | 0%                              |
| 39                 | B                  | Crushed Surfacing Top Course          | TON  | 70                                 | \$ 38.07     | \$ 2,664.90  | 0                  | \$ -         | 0             | \$ -         | 0                                    | \$ -         | 0%                              |
| 40                 | B                  | HMA Cl. 3/8-Inch PG 64H-28            | TON  | 8                                  | \$ 243.80    | \$ 1,950.40  | 0                  | \$ -         | 0             | \$ -         | 0                                    | \$ -         | 0%                              |
| 41                 | B                  | Select Backfill, as Directed          | CY   | 8                                  | \$ 68.59     | \$ 548.72    | 0                  | \$ -         | 0             | \$ -         | 0                                    | \$ -         | 0%                              |
| 42                 | B                  | ___ Pipe for Water Main 12 In. Diam.  | LF   | 780                                | \$ 91.92     | \$ 71,697.60 | 634.10             | \$ 58,286.47 | 147.05        | \$ 13,516.84 | 487.05                               | \$ 44,769.64 | 81%                             |
| 43                 | B                  | ___ Pipe for Water Main 8 In. Diam.   | LF   | 20                                 | \$ 78.42     | \$ 1,568.40  | 16.15              | \$ 1,266.48  | 0             | \$ -         | 16.15                                | \$ 1,266.48  | 81%                             |
| 44                 | B                  | D.I. Pipe for Water Main 6 In. Diam.  | LF   | 5                                  | \$ 165.66    | \$ 828.30    | 4.25               | \$ 704.06    | 0             | \$ -         | 4.25                                 | \$ 704.06    | 85%                             |
| 45                 | B                  | Gate Valve 12 In.                     | EA   | 4                                  | \$ 7,692.61  | \$ 30,770.44 | 3                  | \$ 23,077.83 | 0             | \$ -         | 3                                    | \$ 23,077.83 | 75%                             |
| 46                 | B                  | Gate Valve 8 In.                      | EA   | 2                                  | \$ 1,959.63  | \$ 3,919.26  | 0                  | \$ -         | 0             | \$ -         | 0                                    | \$ -         | 0%                              |
| 47                 | B                  | PRV Station Valves                    | LS   | 1                                  | \$ 2,236.35  | \$ 2,236.35  | 0                  | \$ -         | 0             | \$ -         | 0                                    | \$ -         | 0%                              |
| 48                 | B                  | Hydrant Assembly                      | EA   | 1                                  | \$ 6,324.44  | \$ 6,324.44  | 1                  | \$ 6,324.44  | 0             | \$ -         | 1                                    | \$ 6,324.44  | 100%                            |
| 49                 | B                  | Service Connection 3/4 In. Diam.      | EA   | 1                                  | \$ 1,102.52  | \$ 1,102.52  | 0                  | \$ -         | 0             | \$ -         | 0                                    | \$ -         | 0%                              |
| 50                 | B                  | Landscape Restoration                 | FA   | 1                                  | \$ 1,000.00  | \$ 1,000.00  | 0                  | \$ -         | 0             | \$ -         | 0                                    | \$ -         | 0%                              |



**CITY OF** Cle Elum

**PROJECT NAME:** Second Street and Rossetti Way Water Main Improvements

**HLA PROJECT NO.:** 22188C

**PRIME CONTRACTOR:** Ascent Foundation and More, LLC

**FORCE ACCOUNT SUMMARY**

| DATE                                       | COST        | ACCUM<br>TOTAL | CONTRACTOR | DESCRIPTION                                                                                                                                                                                                                                                           |
|--------------------------------------------|-------------|----------------|------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>BID ITEM 1 - MINOR CHANGE</b>           |             |                |            |                                                                                                                                                                                                                                                                       |
| 11/10/23                                   | \$5,482.64  | \$5,482.64     | Ascent     | 9+27 - 13+20<br>Remove existing settled asphalt from south edge of trench line to curb line, subgrade compaction, and placement and compaction of base rock. Payment for labor OT only, in lieu of equipment and materials, as agreed to by Contractor.               |
| 11/20/23                                   | \$937.00    | \$6,419.64     | Ascent     | 85+70<br>Discovered unknown and non-located 4" PVC sewer lateral, dig under and preserve.                                                                                                                                                                             |
| 11/24/23                                   | \$7,232.41  | \$13,652.05    | Ascent     | Rental solar message boards for traffic control, per City of Cle Elum request.                                                                                                                                                                                        |
| <b>BID ITEM 30 - LANDSCAPE RESTORATION</b> |             |                |            |                                                                                                                                                                                                                                                                       |
| 11/20/23                                   | \$274.30    | \$274.30       | Ascent     | 85+00, 85+50<br>Discovered abandoned 1" PVC irrigation pipe, exposed ends, cut out and capped                                                                                                                                                                         |
| <b>BID ITEM 34 - MINOR CHANGE</b>          |             |                |            |                                                                                                                                                                                                                                                                       |
| 10/26/23                                   | \$912.07    | \$912.07       | Ascent     | Existing connection at STA #1+00<br>Existing valve assembly and fittings did not have thrust blocks and were leaking, installed thrust blocking to restore water system.                                                                                              |
| 10/30/23                                   | \$2,101.94  | \$3,014.02     | Ascent     | Utility easement north of First Street; east of Schober Way<br>Discovered unknown and non-located communication fiber optic cables, crew had to carefully dig by hand around cables.                                                                                  |
| 10/31/23                                   | \$11,097.07 | \$14,111.09    | Ascent     | Utility easment north of First St., east of Scober Way<br>Existing 12" water main was not located correctly and Contractor damaged it, causing a major water main break. Crew removed the damaged water main, dewatered, and installed a repair section and fittings. |
| 11/1/23                                    | \$838.44    | \$14,949.53    | Ascent     | Existing Valve at STA 7+43<br>A large thrust block was discovered along the existing water main. It was sawcut and partially removed to accommodate the new water main.                                                                                               |
| 11/7/23                                    | \$1,557.42  | \$16,506.94    | Ascent     | Casing spacers on the new C900 pipe were too large to fit in the existing casing. This payment is for the cost difference between C900 PVC pipe and DI Pipe with restrained gaskets.                                                                                  |
| 11/15/23                                   | \$1,174.50  | \$17,681.44    | Ascent     | 9+47<br>Contractor intended to begin water system shut down for new connection at 8am, but was unable to begin work until 10am when Public Works could find all valves and shut system down.                                                                          |

| DATE     | COST       | ACCUM<br>TOTAL | CONTRACTOR | DESCRIPTION                                                                                                                                                                                                                                                                                                      |
|----------|------------|----------------|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 11/15/23 | \$9,043.60 | \$26,725.03    | Ascent     | 0+93 Tie In<br>During the water shut down for the new water main connection to the existing system, the City stopped work due to reservoir control issues. Contractor was directed to reinstall the existing water main after it was removed to restore the system until reservoir control issues were resolved. |
| 11/15/23 | \$3,205.32 | \$29,930.36    | Ascent     | 6 +15 Tie-in<br>Discovered a 6" connection to the existing water main running south. This line was connected to the new water main.                                                                                                                                                                              |
| 11/16/23 | \$719.20   | \$30,649.56    | Ascent     | 0+93 - Rossetti Way tie-in area<br>Crew was digging to repair the water service that was damaged yesterday, and hit an unknown and non-located additional water service and damaged the saddle. Crew repaired the service. City provided saddle and corp stop for Contractor's use.                              |

December 6, 2023

City of Cle Elum  
119 West 1st Street  
Cle Elum, WA 98922

Attn: Mayor Jay McGowan

Re: City of Cle Elum  
First Street and Douglas Munro Intersection Improvements  
TIB Project No.: 6-E-930(005)-1  
HLA Project No.: 22031C  
Project Acceptance

Dear Mayor McGowan:

This letter serves as our recommendation for acceptance for the above referenced project by the City of Cle Elum. We have reviewed the work performed by Knobel's Electric, Inc. on this project and believe it has been completed satisfactorily. If everything is acceptable, please provide us with a copy of the City of Cle Elum's resolution authorizing project acceptance.

Once the project has been accepted as complete by the City of Cle Elum, the required "Notice of Completion of Public Works Contract" will be completed by HLA and sent to the Department of Revenue, Department of Labor and Industries, and Employment Security Department in Olympia, on the City's behalf through our access to the City of Cle Elum Labor and Industries Portal.

The retainage on this project in the amount of \$27,173.20, should be released to Knobel's Electric, Inc. after acceptance of the project and when the City of Cle Elum has received a lien release from the Department of Labor and Industries, the Department of Revenue, and the Employment Security Department, and when the City has confirmed there are no additional liens on this project.

The City has received the following from HLA Engineering and Land Surveying, Inc. (HLA):

- ❖ A Contractor signed punch list confirming all items identified during the final walkthrough were completed. HLA has verified and confirmed that all items were completed.
- ❖ A PDF set of Record Drawings.
- ❖ The Final Contract Voucher Certification signed by the contractor which states that all labor and materials furnished on this project have been paid for.
- ❖ The required project labor documentation including:
  - Requests to Sublet and Contractor Verifications for the Prime Contractor and all Subcontractors.
  - A *Statement of Intent to Pay Prevailing Wages and Affidavits of Wages Paid* approved by the Department of Labor and Industries for the Prime Contractor and all Subcontractors.

Our office will retain an electronic copy of all these files on the City's behalf, should you need them again.

Please provide us with a copy of your notice releasing retainage (after all the required steps are met) for our records and to complete the project file.

Please contact this office if you have questions or if we may furnish additional information.

Very truly yours,

Benjamin A. Annen, PE

BAA/jld

Enclosures

Copy: Rob Omans, Aaron Barr, Robin Newcomb, Debbie Lee – City of Cle Elum  
Steve Soderstrom – Knobel's Electric, Inc.  
Taylor Denny, Angie Ringer, Aaron Hatfield – HLA

## LEASE

**THIS LEASE** is made and entered effective the 1<sup>st</sup> day \_\_\_\_\_, \_\_\_\_\_, by and between **The City of Cle Elum**, hereinafter referred to as the **LESSOR**, and **Kittitas County Sheriff's Office**, hereinafter referred to as the **LESSEE**.

### WITNESSETH:

The Lessor hereby agrees to lease to the Lessee, and the Lessee hereby agrees to lease from the Lessor, the following described real property:

**Lots 21 through 27 of Block 11, Hazelwood Addition to the Town of Cle Elum, as recorded May 18, 1888, in Book 1 of Plats, Page 45.**

**Kittitas County Assessor Parcel Numbers 753735, 753735 and 763735 in Cle Elum, WA, Kittitas County, State of Washington.**

### Terms of Said Lease are as follows:

1. **TERM:** The term of this lease shall be for one (1) year and will commence on the 1<sup>st</sup> day of January 2024 and terminate on the 31st day of December 2024, except as provided hereunder.
  - (a) Lessee and Lessor agree that the parties may modify the terms of this lease, in whole or in part, including but not limited to modifying the area of land covered by this lease, the rental due, the term of duration of this lease and/or any other term of condition of this lease, but only upon such terms as are mutually agreed upon in writing.
  - (b) In the event that Lessor finds it necessary to terminate this lease for reasons not reasonably anticipated at the time of entering into the lease, Lessor shall do so only upon one hundred twenty (120) days written notice, notifying Lessee at Lessee's address of record, that the lease to which this applied is being terminated.
  - (c) In the event that the lease is terminated, all rents shall be pro-rated to the date Lessee shall have restored the premises to the Lessor in accordance with the terms of the lease agreement governing Lessee's duties to restore the premises to Lessor upon expiration of the lease term.
  - (d) It is further agreed that any modification or termination of this lease pursuant to the terms of the lease shall not give rise to any cause of action for damages or any other form of relief by Lessee against Lessor or any successor lessee.
  - (e) In the event of such termination, Lessee understands that other than a refund of any unearned rent prorated to the date Lessee has restored the premises to Lessor, Lessee shall have no claim for compensation as occasioned by said modification or termination.
2. **RENT:** Rent shall be paid in advance on an annual basis, with the first payment due on or before the 1st day of January of each year and continuing thereafter until termination of this lease. The rental rate for each year is twenty-five hundred dollars (\$2,500.00) per month.
3. **UTILITIES:** The Lessee shall pay for all utility services supplied to the premises.
4. **LESSOR'S INFORMATION TECHNOLOGY EQUIPMENT:** Lessor maintains Information Technology equipment on the premises. Lessee will allow Lessor access to said Information Technology equipment, which may require twenty-four (24) hours, seven (7) days a week access with no notice. It is

Lessee's responsibility to safeguard the Information Technology equipment from damage caused by Lessee or other third parties. The Lessee shall be responsible to correct or pay for any damage caused to the Information Technology Equipment that may occur during the term of the lease unless such damage is caused by Lessor.

5. PURPOSE: The Lessee shall utilize the premises primarily for Sheriff's Office purposes supporting Search and Rescue operations.
6. IMPROVEMENTS: Upon termination of this lease, premises shall be left in a neat and orderly condition and without debris. Should the premises not be left in such condition, after Lessee received such notice, Lessor may remove debris left and seek reimbursement from Lessee in any manner allowed by law.
7. REPAIRS: The Lessor shall maintain and repair the structural and exterior portion of the facility, including without limitation roofing and covering materials, foundations, exterior walls, plumbing, fire suppression systems, heating, ventilation and electrical systems installed or furnished by the Lessor, unless such repairs or maintenance is required in whole or in part because of any negligent or wrongful act or omission of the Lessee, its agents, employees or invitees, in which case the Lessee shall pay to the Lessor the cost of such repairs and maintenance.
  - (a) The Lessee agrees that it will not commit waste and that it will keep said premises in a safe, sanitary, neat, presentable, and otherwise good condition, and in general shall comply with all the applicable governmental rules, ordinances and regulations as may be required or imposed by such authorities on said premises and shall comply with any direction pursuant to law of any public officer or officers who shall be empowered to enforce local, state and federal rules, regulations and ordinances upon the Lessee with respect to the said premises or the use, occupancy, or control thereof and shall not suffer any improper or offensive use of said premises.
8. AREA MAINTENANCE: Lessee shall, during the term of this lease, maintain the leased area to the satisfaction of the Lessor. The area shall be kept free of all debris, weeds, and brush for the term of this lease.
9. NOTICES: Any notice given by one party to the other in connection with this agreement shall be in writing and shall be sent by certified or registered mail, return receipt requested as follows:

- (a) If to Lessor, addressed to:

City of Cle Elum  
119 West First  
Cle Elum, Washington 98922

- (b) If to Lessee, addressed to:

Kittitas County Sheriff's Office  
307 W. Umptanum  
Ellensburg, Washington 98926

Notice shall be deemed to have been received on the date of receipt as shown on the return receipt.

10. **ASSIGNMENT:** The Lessee shall not assign this lease nor sublet any portion thereof without first obtaining the written consent of the Lessor.
11. **INDEMNIFICATION, HOLD HARMLESS, AND INSURANCE:** The Lessee hereby agrees to defend, indemnify, and hold harmless the Lessor from any and all claims or demands whatsoever arising out of any loss, damage, or injury to persons or property resulting from the Lessee's use or occupancy of said premises and leased area, or caused by the acts or neglect of the Lessee, his agents or employees.
- It is further specifically and expressly understood that the indemnification provided herein constitutes the Lessee's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated and agreed to by the Lessee and Lessor. The provisions of this section shall survive the expiration or termination of this Lease.

**(a) Insurance Term**

The Lessee shall procure and maintain for the duration of the Lease, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Lessee's operation and use of the leased Premises.

**(b) No Limitation**

The Lessee's maintenance of insurance as required by the Lease shall not be construed to limit the liability of the Lessee to the coverage provided by such insurance, or otherwise limit the Lessor's recourse to any remedy available at law or in equity.

**(c) Minimum Scope of Insurance**

**Washington Counties Risk Pool.** Kittitas County certifies that it is a member of the Washington Counties Risk Pool (the "Pool"), as provided by RCW 48.62.031, and that it is covered by the Pool's Joint Self-Insurance Memorandum of Liability Coverage Document. Claims submitted under Chapter 4.96 RCW ("Actions against political subdivisions, municipal and quasi-municipal corporations") against Lessee, its employees, officers, volunteers and agents and/or actions in connection with or incidental to the performance of this Lease Agreement which Lessee and/or its employees, officers, volunteers, and agents are found to be liable for will be paid by the Pool and/or Lessee.

The Pool's liability limits of \$10,000,000, per occurrence, exceed limits required by the Lease Agreement and provide coverage for commercial general liability, auto liability, and professional liability and shall respond to the same extent as if a commercial insurance policy had been purchased naming Lessor as additional insured.

**(d) Minimum Amounts of Insurance**

Property insurance shall be written covering the full value of Lessee's property and improvements with no coinsurance provisions.

**(e) Other Insurance Provisions**

Kittitas County self-insures losses incurred by Lessee that are determined not within coverage (occurrence date or exclusion) of the Pool's Joint Self-Insurance Memorandum of Liability Coverage Document.

**(f) Verification of Coverage**

Kittitas County shall issue a "Letter of Risk Pool Liability Coverage" to Lessor regarding Lessee's liability coverage for this Lease Agreement. A Pool Memorandum of Liability Coverage (MLC) will also be issued to Lessor, identifying the Lease Agreement and naming Lessor as Certificate Holder.

**(g) Waiver of Subrogation**

Lessee and Lessor hereby release and discharge each other from all claims, losses and liabilities arising from or caused by any hazard covered by property insurance on or in connection with the Premises or said building. This release shall apply only to the extent that such claim, loss, or liability is covered by insurance.

**(h) Notice of Cancellation**

The Lessee shall provide the Lessor with written notice of any policy cancellation within two business days of their receipt of such notice.

**(i) Failure to Maintain Insurance**

Failure on the part of the Lessee to maintain the insurance as required shall constitute a material breach of lease, upon which the Lessor may, after giving five business days' notice to the Lessee to correct the breach, terminate the Lease or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Lessor on demand.

**(j) Lessor Full Availability of Lessee Limits**

If the Lessee maintains higher insurance limits than the minimums shown above, the Lessor shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Lessee, irrespective of whether such limits maintained by the Lessee are greater than those required by this Lease or whether any certificate of insurance furnished to the Lessor evidences limits of liability lower than those maintained by the Lessee.

12. **DEFAULT:** In the event the Lessee shall fail to comply with any of Lessee's commitments, duties or responsibilities under this lease, or any of its conditions or terms as herein stated, the Lessor may terminate this lease by giving thirty (30) days written notice of the conditions or terms being violated. If said failures are not corrected within the thirty (30) day period, this lease may be terminated and the Lessor shall be entitled to peaceably retake possession of the premises, provided the Lessee shall have the right to remove improvements as herein provided. In addition to the provisions hereinabove, and/or as an alternative or cumulative remedy, Lessor may, at its sole election, pursue any other action, redress, or remedy now or hereafter available to Lessor under the laws of the State of Washington, including its Landlord-Tenant laws.

13. WAIVER: No assent, express or implied, by the Lessor to any breach of any of Lessee's covenants, agreements, conditions, or terms hereof shall be deemed or taken to be a waiver of any succeeding breach of any covenant, agreement, condition, or term hereof.
14. APPLICABILITY: The covenants, agreements, terms, and conditions contained in this lease shall apply to and be binding upon Lessor and Lessee and their respective heirs, executors, administrators, successor and assigns.
15. INTEGRATION: Exhibits and Recitals are incorporated herein by this reference. This Lease embodies the entire agreement between the parties with respect to the subject matter herein contained. No amendments or modifications hereof shall be enforceable unless in writing, signed by the party to be charged.

IN WITNESS WHEREOF, the Lessor and Lessee have signed their names and affixed their seals the day and year first above written.

**LESSOR:**

CITY OF CLE ELUM

---

Jay McGowan, Mayor

---

Clerk, City of Cle Elum

**LESSEE:**

KITTITAS COUNTY SHERIFF

---

Clayton Myers, Sheriff

## **RESOLUTION**

**NO. 2023-030**

### **A RESOLUTION ADOPTING THE DISTRIBUTION OF THE 2024 HOTEL/MOTEL TAX FUND GRANTS – CLE ELUM**

**WHEREAS:** RCW 39.34.080 and other Washington State law, as amended, authorizes any city to contract with any other city/county to perform any governmental service, activity or undertaking which each contracting city/county is authorized by law to perform; and

**WHEREAS:** the governing bodies of Kittitas County and the cities of Ellensburg, Cle Elum, and Roslyn previously entered into an interlocal agreement for the purposes of creating a consolidated lodging tax grant process for special events and projects; and

**WHEREAS:** in accordance with the interlocal agreement, Kittitas County solicited applications for the distribution of the 2024 Hotel/Motel tax funds in the form of reimbursable grants for special events and projects throughout Kittitas County; and

**WHEREAS:** in accordance with the interlocal agreement, the respective Lodging Tax Advisory Committees (LTACs) or designees of Kittitas County and the cities of Ellensburg, Cle Elum, and Roslyn have reviewed all the applications submitted to Kittitas County; and

**WHEREAS:** in accordance with the interlocal agreement, Kittitas County compiled the various participating entity's scoring and funding recommendations and forwarded them to the combined county-wide LTAC Consolidated Work Group for further review; and

**WHEREAS:** in accordance with the interlocal agreement, the combined county-wide LTAC Consolidated Work Group met in an open public meeting on December 1, 2023, at Ellensburg City Hall to receive presentations from applicants, and deliberated to reach a final funding recommendation which is to be forwarded to each entity's legislative body for final approval; and

**WHEREAS:** in accordance with an amendment to the interlocal agreement, each participating municipality agreed to make available 13% of their annual lodging tax collections to be awarded through the consolidated lodging tax grant process; and

**WHEREAS:** Kittitas County designated \$323,014.59 to be available for grants as part of this process, Ellensburg designated \$87,753.09 Cle Elum designated \$14,815.90, and Roslyn designated \$3,923.37; and

**WHEREAS:** the combined county-wide LTAC Work Group recommended expending \$429,506.95 of the designated funds; and

**WHEREAS:** in accordance with the interlocal agreement, Kittitas County will provide notice to each successful applicant and will require a contract be agreed to by each successful applicant prior to funding awards being available for reimbursement; and

**WHEREAS:** in accordance with the interlocal agreement, Kittitas County will serve as the single reimbursing agency for all successful applicants and will bill each participating municipality's lodging tax fund for its respective share of any reimbursements awarded and applied for; and

**WHEREAS:** the legislative authorities for Kittitas County and the cities of Ellensburg, Cle Elum, and Roslyn are approving only their respective lodging tax fund grant awards.

**NOW, THEREFORE BE IT RESOLVED:** That the City of Cle Elum hereby awards the 2024 Hotel/Motel Tax fund grants distribution for special events and projects as follows:

Cle Elum Downtown Association

\$14,815.90

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 202\_

**SIGNATURE BLOCKS**

CITY OF CLE ELUM

\_\_\_\_\_  
Jay McGowan, Mayor

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Debbie Lee, City Clerk

**CITY OF CLE ELUM**  
**WASHINGTON**  
**RESOLUTION NO. 2023-029**

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**A RESOLUTION OF THE CITY OF CLE ELUM, WASHINGTON,  
ADOPTING A CREDIT CARD POLICY**

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WHEREAS, the City Council now desires to adopt the “City of Cle Elum – Credit Card Policy” in order to outline the requirements and limits of use of a City-issued credit card;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CLE ELUM, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. Adoption. The City Council hereby adopts the “City of Cle Elum Credit Card Policy” attached hereto as Exhibit A and incorporated herein by this reference.

Section 2. Effective Date. This resolution shall take effect immediately upon its passage and adoption.

PASSED BY THE CLE ELUM CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2023.

CITY OF CLE ELUM

\_\_\_\_\_  
Jay McGowan, Mayor

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Debbie Lee, City Clerk

Filed with the City Clerk:  
Passed by the City Council:  
Resolution No.:  
Date Posted:

**CITY OF CLE ELUM – CREDIT CARD POLICY****1.1 PURPOSE:**

To authorize the City's Policy on the use of City credit cards to transact official City business.

**2.0 OPERATIONS AFFECTED:**

Mayor, Council, Department Directors and employees.

**3.0 REFERENCES:**

Resolution 2023-029 and RCW 43.09.2855

**4.0 POLICY:**

The City Council has authorized the Mayor or City Administrator to implement procedures for the use of City credit cards for the following uses:

Travel – See Personnel Policy Exhibit C. The use of the city credit card may be used for travel.

Purchases – The assigned credit cards may be used for ordering supplies, including on-line purchases, under \$5,000 for City purposes, when preapproved by the Mayor or Department Director.

City credit cards shall not be used for cash advances.

Under no circumstances shall a City credit card be used for personal purposes even if the City is immediately reimbursed.

**5.0 PROCEDURES:**

**A. Authorization:** All credit card expenditures are contingent upon the Mayor or Administrator's approval of the monthly statement of transactions. If an expenditure is deemed inappropriate, the assigned credit card holder will be responsible for reimbursing the City. Any charges against the purchasing charge card not properly identified on the credit card report or not properly allowed following a post audit shall be paid by the employee. If, for any reason, disallowed charges are not repaid before the charge card billing is due and payable, the City shall have a prior lien against and a right to withhold any and all funds payable or to become payable to the official or employee up to an amount of the disallowed charges and interest at the same rate as charged by the company which issued the charge card. The City shall have unlimited authority to revoke use of any charge card issued.

**B. Receipts/Verification:** Receipts must be obtained for each credit card transaction unless it is per diem for travel. The purpose of the charge and the name of the individual involved must be clearly written on the receipt. Receipts are to be saved and retained by the assigned individual, or

designee. Each assigned individual will be provided with a monthly transaction summary (original or copy) by the Finance Director, and within five days, will:

- Verify all credit card expenditures against the monthly transaction summary.
- Attach corresponding City credit card receipts and corresponding detail receipts which show exactly what was being purchased; and
- Forward to the Finance Director for approval.

## **6.0 CONTROL:**

- The assigned individual is responsible for contacting the vendor when supplies purchased with the credit card are not acceptable (incorrect order, damaged, etc.) and for arranging a return for credit or exchange.
- The Finance Director is responsible for the administration of the cards including, but not limited to: selection of a card provider, payment of credit card bills, managing the issuance of cards, and ensuring proper use.
- The Mayor or City Administrator will disallow use of the assigned City credit card for violation or misuse of the credit card in accordance with this policy.
- Any exceptions to this policy must be approved in advance by the Mayor or City Administrator.
- Assigned individuals will sign a Credit Card User Agreement, see Exhibit B, before they are eligible to use a City credit card.
- Credit cards are to be returned to the City immediately upon termination of employment with the City.
- Misuse of a City credit card may result in disciplinary action or termination or legal action.
- Failure to provide detailed documentation as required by this policy will result in the user being responsible for the charge.

**CREDIT CARD USER AGREEMENT**

I, \_\_\_\_\_, as an employee of the City of Cle Elum accept personal responsibility for the safeguard and proper use of City credit card # \_\_\_\_\_, which has been assigned to me for use in the performance of my job, in accordance with the terms outlined below.

Credit cards are to be used for travel-related business expenses (within and outside the City), and conference/class registrations incurred by the assigned individual only.

Credit cards may be used for purchasing department supplies up to \$5,000 only if prior approved by the assigned card holder (Department Director).

I have read and understand the credit card policies and procedures.

I understand the Mayor will disallow my use of a City credit card for violation or misuse of the credit card and/or credit card policies and procedures and that such violation or misuse may subject me to discipline, including termination, under the City's policies.

I understand that each time I use, or authorize the use thereof, that I am adhering to the following statement:

“I hereby certify under penalty of perjury that this is a true and correct claim for necessary expenditures incurred by me and that no payment had been received by me on account thereof.”

I understand that I will be held personally liable for any inappropriate charges I incur to the City credit card, and payment for any such inappropriate charges is hereby authorized to be withheld from my paycheck.

The undersigned individual has read and understands the above statements.

\_\_\_\_\_  
Employee

Date: \_\_\_\_\_

**TRAVEL POLICY (ATTACHMENT “C” IN EMPLOYEE HANDBOOK)****1.0 PURPOSE AND ADMINISTRATION**

The purpose of this travel policy is to identify and provide guidelines regarding the City’s travel policies and to further delineate those valid business expenses for which an employee may qualify for payment or reimbursement.

**2.0 CITY EMPLOYEES AND CITY OFFICIALS**

Meals: All City employees and officials claiming reimbursement for meals consumed while on City business shall be entitled to reimbursement based on the following per diem schedule listed in the most Current Per Diem Travel Map produced by OFM at: <http://www.ofm.wa.gov/resources/travel.asp>

Reimbursement for gratuity is not authorized.

Mileage reimbursement for use of personal vehicle shall following the IRS schedule found at: [www.irs.gov](http://www.irs.gov).

NOTE: The above link is for the year 2021, this policy recognizes that the most current reimbursement schedule shall be used.

Meals for which the costs are included in a City-paid registration fee cannot be claimed by an employee for reimbursement. All claims for meal reimbursements for conferences shall include a copy of the conference schedule for determining meals provided by such conferences.

Travel: Reimbursement for reasonable costs of business travel is authorized. If available, the use of a City vehicle rather than a personal car is encouraged. All travel costs are subject to approval by the City Administrator and/or the City Mayor. General guidelines are as follows:

City Vehicle: Out-of-area costs of vehicle operations are authorized for fuel, oil, tires, and necessary repairs.

Vehicle: Expenses shall be reimbursed for travel within a 300-mile radius of the City at such rate per mile as established by the United States Internal Revenue Service for deductions. Trips beyond this limit will be reimbursed at the lower of (a) the established rate per mile, or (b) the lowest available (other than nonrefundable) airfare obtainable by the City, plus mileage reimbursement at the then-current City rate, based upon the estimated distance between the airport and the destination.

Rental Vehicle: The cost of vehicle rental when out of town on business is an exception to this policy and must be pre-approved in writing by the City Administrator.

Air Travel: Whenever feasible, air travel arrangements should be purchased at least five weeks in advance of departure date. The authorized procurer will arrange for air travel based on the lowest available airfare. A travel agency may be used. If personal travel is combined with business travel, the traveling employee is responsible for paying the increase in airfare, if necessary, to accommodate the personal part of the flight.

Miscellaneous Travel Expenses: Miscellaneous travel costs such as bus, taxi, bridge or other tolls, parking,

ferry, and the like are authorized. Whenever possible an original, itemized vendor's receipt will be required. If a receipt is not available log the time, date, facility or company, expense, and reason a receipt could not be provided.

Out of State or Overnight Travel: To be eligible for any City reimbursement for overnight travel expense, the one-way travel distance must be greater than fifty miles from the City or home. Approval for all overnight or out of state travel must be in writing by the City Administrator.

Accommodations: Reasonable hotel/motel accommodation for employees and officials is acceptable and will be reimbursed at a maximum of the single room rate. Exceptions may be made by the City Administrator should a single room rate not be available. An original, itemized vendor's receipt is required for all claims.

Non-Allowable Expenses Include But Are Not Limited To: Liquor, expenses of a spouse or other persons not authorized to receive reimbursement, beauty parlor or barber services, personal entertainment (movie rentals, etc.), theft, loss, or damage to personal property, damage costs caused by employee/officer actions, airline or other trip insurance, personal postage, reading materials, non-business related telephone calls, laundry/dry cleaning, and personal toiletry articles are examples of non-allowable expenses.

### **Non-Travel Food and Beverage Reimbursement Policy:**

Reasonable expenses for refreshments including food and beverage that are associated with meetings, ceremonies or dedications whether attended solely by City employees or the public or some combinations are considered legitimate City expenditures.

## **3.0 ADVANCE TRAVEL FUNDS**

The use of advance travel funds is authorized by the City. These are the guidelines for requests:

- Advance travel funds may be used for expenses incurred during the authorized overnight travel of a City employee or officer/elected official while on City business.
- Requests for advance travel funds shall be submitted to the City Treasurer on forms established by the City Treasurer. Requests will be based on "per diem" rates for meals and a reasonable estimate for those costs not directly billable to the City.
- The Advance Travel Request form will be submitted at least five (5) working days prior to departure, together with a copy of the agenda or conference/ workshop application as verification of the purpose of the trip. Requests must be signed by the applicant and the individual Department Head. Meal allowances will not be paid for meals that are included in the registration fee, whether the employee partakes in the meal. A continental breakfast is not considered a meal, and therefore if a registration includes a continental breakfast, the City will reimburse the employee for the cost of a regular breakfast, if claimed. Advances will be based on "maximum per diem allowances" for the locality to which the individual is traveling.
- Air transportation and hotel/motel accommodations will be billed directly to the City by the Vendor.

- Settlements of the Advanced Travel will be made on or before the 10th day following the close of the travel period by submitting to the Finance Department a Travel and Personal Reimbursement Settlement Form. Any default in accounting for, or in repaying a travel advance shall render the “full unpaid” amount immediately due and payable with interest added at the rate of 10% per annum, from the date of default until the advance is repaid. The City shall have the right to withhold all funds payable to such officer or employee to whom such advance has been made.
- No advance of any amount may be made to any officer or employee at any time when the employee is delinquent in accounting for or in repaying a prior cash advance.

### **Claims and Approval Process:**

All claims shall be submitted for reimbursement using the Travel/Miscellaneous Reimbursement form. Travel and subsistence expenses will not be paid from Petty Cash.

- Special approvals required by this policy shall be obtained by employees in advance. Such approvals shall be in advance of the event and by separate memo and the reasons for the exception.
- All claims by City Council members shall be approved by the mayor.
- Claims that are rejected shall be reviewed by the mayor for final disposition.

## SECOND AMENDMENT TO SOLID WASTE COLLECTION AGREEMENT

This SECOND AMENDMENT TO SOLID WASTE COLLECTION AGREEMENT (this “**Amendment**”) is entered into as of December \_\_, 2023 by and between WASTE MANAGEMENT OF WASHINGTON, INC., a Delaware corporation (“**Contractor**”) and the CITY OF CLE ELUM, a municipal corporation created under the laws of the State of Washington (“**City**”), and shall be effective as of January 1, 2024 (“**Effective Date**”). The parties shall be collectively referred to herein as the “Parties” and individually as a “Party”, unless specifically identified otherwise. Capitalized terms used in this Amendment and not otherwise defined shall have the meanings ascribed to such terms in the Agreement.

### RECITALS

**WHEREAS**, City and Contractor are Parties to that certain Solid Waste Collection Agreement, effective as of January 1, 2011 and as corrected as of March 14, 2011 (the “**Agreement**”);

**WHEREAS**, the Parties amended the Agreement as of December 13, 2021 to, among other things, extend the Term, revise the Spring/Fall Clean-Up Program, amend the Annual Rate Adjustment in Section 8.2, update the Rate Sheet and add new section for notices (the “**First Amendment**”), and

**WHEREAS**, the Parties now desire to further amend the Agreement to extend the term.

### AGREEMENT

**NOW THEREFORE**, for and in consideration of the mutual benefits and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Term; Termination.** Section 3 of the Agreement and as previously amended in First Amendment is hereby deleted in its entirety and replaced as follows:

“The term of the Agreement is hereby extended for a period of one (1) year, beginning on January 1, 2024 (the “Commencement Date”) and ending 11:59 p.m. on December 31, 2024. The Parties may, by mutual agreement, further extend the term of the Agreement for successive periods of two (2) years each. Any such extension shall be pursuant to the terms and conditions of the Agreement, as amended. To exercise an option to extend the then-current term of the Agreement, the Parties shall agree in writing not less than ninety (90) days prior to the expiration date of the then-current term of the Agreement; provided however, that the terms and conditions of this Agreement, as amended, shall remain in full force and effect, in accordance with its terms, with respect to any uncompleted or unfinished service until such service is completed.”

2. **Residential Solid Waste Collection.** The first sentence of Section 4.3 shall be deleted and replaced in its entirety with the following:

“CONTRACTOR shall collect Solid Waste from all residential customers on a weekly basis; provided, however that residential customers may elect for monthly Solid Waste collection in a 35-gallon Cart.”

3. **Curbside Recycling Viability.** At such time that curbside recycling is available in the Upper Kittitas County area, the Parties shall confer to evaluate the need and feasibility for providing curbside residential recycling services within the City, and the associated costs of such services. If such services are deemed feasible, the Parties shall negotiate in good faith in an effort to mutually agree upon a rate and implementation timeline for the services.

4. **Exhibit A (Service Rate Schedule).** Exhibit A of the Agreement is hereby deleted in its entirety and replaced with a new Exhibit A (Service Rate Schedule), as attached hereto as Attachment A.

5. **Full Force and Effect.** Except as otherwise provided in this Amendment, all other terms and provisions of the Agreement, as amended, shall remain in full force and effect.

6. **Counterparts; Signatures.** This Amendment may be signed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement. Signatures transmitted electronically shall be deemed valid execution of this Amendment and binding on the Parties.

\* \* \*

**IN WITNESS WHEREOF**, the Parties execute this Amendment on the dates set forth below. Each person signing this Amendment represents and warrants that he or she has been duly authorized to enter into this Amendment by the Party on whose behalf it is indicated that the person is signing.

**THE CITY OF CLE ELUM, WA**

**WASTE MANAGEMENT OF  
WASHINGTON, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Jason S. Rose  
Title: President  
Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**City of Cle Elum**  
**EXHIBIT A-1**  
**SERVICE RATE SCHEDULE**

(All rates are monthly unless denoted otherwise)

**January 1, 2024**  
**Monthly Rate**

**Residential Rates**

**Weekly curbside collection service**

|                           |         |
|---------------------------|---------|
| 1-20 gallon cart          | \$17.16 |
| 1-35 gallon cart 1x month | \$9.32  |
| 1-35 gallon cart          | \$22.83 |
| 1-64 gallon cart          | \$32.23 |
| 1-96 gallon cart          | \$41.12 |
| 2-64 gallon cart          | \$62.32 |
| 1-20 gallon cart senior   | \$13.12 |
| 1-35 gallon cart senior   | \$17.54 |
| 1-64 gallon cart senior   | \$25.04 |
| 1-96 gallon cart senior   | \$30.43 |

(If the customer requires multiple cart service, in any combination, the rates shown above will be multiplied by the number and size of carts requested.)

**Miscellaneous Residential Services**

|                                                                          |         |
|--------------------------------------------------------------------------|---------|
| Extras (32 gallon can or equivalent)                                     | \$5.37  |
| Oversize or overweight units – per unit                                  | \$9.64  |
| Drive-in charge                                                          | \$6.96  |
| Carryouts per cart (over 5ft. but not over 25ft.)                        | \$1.59  |
| Carryouts per cart (over 25 ft. and each increment of 25 ft. thereafter) | \$1.21  |
| Return trips-carts (per pickup)-                                         | \$6.44  |
| Cart Replacement (due to customer abuse/damage)                          | \$68.08 |
| 1-96-gallon bear proof cart monthly rental                               | \$10.50 |

**Commercial Rates**

**Commercial Cans**

|                        |         |
|------------------------|---------|
| 1-35 gallon cart       | \$31.45 |
| 1-64 gallon cart       | \$45.54 |
| 1-96 gallon cart       | \$61.71 |
| 2-64 gallon cart       | \$91.08 |
| Additional cans (each) | \$4.06  |

(If the customer requires the frequency of collection to be greater than once per week, the rates shown above will be multiplied by the number of times per week that the container is emptied.)

**Miscellaneous Service**

|                                                                                       |         |
|---------------------------------------------------------------------------------------|---------|
| Return trips (per pickup)-carts                                                       | \$6.02  |
| Carryouts per can/cart per pickup (over 5ft. but not over 25ft.)                      | \$0.35  |
| Carryouts per can/cart per pickup (over 25ft. and each increment of 25ft. thereafter) | \$0.21  |
| Return Trips (per pickup)- Container                                                  | \$14.04 |
| Roll-Out container (per-pickup)                                                       | \$3.40  |
| Disconnect Hydraulics (per pickup)                                                    | \$24.81 |
| Unlock Gate or Container (per pickup)                                                 | \$18.32 |

**Commercial Container (weekly-pick-up service)**

|                                           |          |
|-------------------------------------------|----------|
| 1.5-yard                                  | \$148.78 |
| 2-yard                                    | \$201.86 |
| 3-yard                                    | \$297.19 |
| 4-yard                                    | \$378.35 |
| 6-yard                                    | \$533.49 |
| 8-yard                                    | \$689.88 |
| Extra uncompacted cubic yard (per pickup) | \$38.91  |

(If the customer requires the frequency of collection to be greater than once per week, the rates shown above will be multiplied by the number of times per week that the container is emptied.)

**Roll off Rates - Permanent/Temporary**

**Permanent haul rate**

**Haul Rate**

**January 1, 2024**

**Daily Rent**

|                |        |
|----------------|--------|
| -              |        |
| 12-yard        | \$3.23 |
| 20-yard        | \$4.60 |
| 30-yard        | \$6.84 |
| All Compactors | N/A    |

**January 1, 2024**

**Monthly Rent**

|         |          |
|---------|----------|
| 12-yard | \$103.83 |
|---------|----------|

|                                                                                             |          |
|---------------------------------------------------------------------------------------------|----------|
| 20-yard                                                                                     | \$142.14 |
| 30-yard                                                                                     | \$211.69 |
| All Compactors                                                                              | N/A      |
| <b>January 1, 2024<br/>Rate per Haul</b>                                                    |          |
| 12-yard                                                                                     | \$177.10 |
| 20-yard                                                                                     | \$235.66 |
| 30-yard                                                                                     | \$252.68 |
| Compactors 20YD                                                                             | \$235.66 |
| Compactors 30YD                                                                             | \$252.68 |
| <b>January 1, 2024<br/>Disposal per Haul</b>                                                |          |
| 12-yard                                                                                     | actual   |
| 20-yard                                                                                     | actual   |
| 30-yard                                                                                     | actual   |
| All Compactors                                                                              | actual   |
| Actual disposal fee at disposal site or transfer station shall be billed at a pass-through. |          |

# CITY OF CLE ELUM

## WASHINGTON

### ORDINANCE NO. 1663

#### AN ORDINANCE OF THE CITY OF CLE ELUM, WASHINGTON AMENDING THE 2023 BUDGET, AS ADOPTED BY ORDINANCE NO. 1635, PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the CITY OF CLE ELUM adopted the 2023 budget in final form by Ordinance No. 1635 on the 28TH day of November, 2022 and

WHEREAS, subsequent thereto it has become necessary for the City to amend said ordinance because of revenues and expenditures of same, which could not reasonably have been foreseen at the time of adopting said budget; and

WHEREAS, said expenditures are not one of the emergencies specifically enumerated in RCW 35A.33.080; and

WHEREAS, the City is desirous of amending its budget pursuant to RCW 35A.33.120; and

NOW THEREFORE, THE CITY COUNCIL CITY OF CLE ELUM, WASHINGTON DO ORDAIN AS FOLLOWS:

Section 1. The following accounts contained in the 2023 Budget are hereby amended as set forth below.

Section 2. Severability. Should any portion of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, such decision shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 3. Effective Date. This Ordinance shall be published in the official newspaper of the City and shall take effect and be in full force five (5) days after the date of publication.

| Fund, Account No. & Name                                                                 | Current Budget | This Amendment | New Ending   |
|------------------------------------------------------------------------------------------|----------------|----------------|--------------|
| <b>City Heights WCIA Settlement Fund (#004)</b>                                          |                |                |              |
| <b>EXPENSE:</b>                                                                          |                |                |              |
| 515.45.41.017 -- Legal Services -- Kenyon Disend/City Heights Arbitration                | 0              | 70,000.00      | 70,000.00    |
| 515.45.41.009 -- Legal Services -- Menke Jackson/City Heights Arbitration                | 35,000.00      | 150,000.00     | 185,000.00   |
| 515.45.41.010 -- Legal Services -- Consilio/City Heights Arbitration                     | 40,000.00      | 100,000.00     | 140,000.00   |
| 515.45.41.011 -- Legal Services -- Ashbaugh Beal/City Heights Arbitration                | 90,000.00      | 60,000.00      | 150,000.00   |
| 515.45.41.012 -- Consulting Services -- Imperium Consulting/City Heights Arbitration     | 13,000.00      | 30,000.00      | 43,000.00    |
| 515.45.41.013 -- Consulting Services -- Mueller & Partin/City Heights Arbitration        | 30,000.00      | 40,000.00      | 70,000.00    |
| 515.45.41.014 -- Consulting Services -- Valbridge Property Adv./City Heights Arbitration | 4,000.00       | 50,000.00      | 54,000.00    |
| 515.45.41.015 -- Legal Services -- Gordon Tilden/City Heights Arbitration                | 5,000.00       | 1,000.00       | 6,000.00     |
| 508.51.03.004 -- Ending Balance                                                          | 3,986,267.40   | (501,000.00)   | 3,485,267.40 |
|                                                                                          |                | 0              |              |
| <b>Garbage Fund (#402)</b>                                                               |                |                |              |
| <b>REVENUE:</b>                                                                          |                |                |              |
| 343.70 -- Garbage Sales                                                                  | 860,000.00     | 100,000.00     | 960,000.00   |
|                                                                                          |                | 100,000.00     |              |
| <b>EXPENSE:</b>                                                                          |                |                |              |
| 508.51.00.402 -- Ending Balance                                                          | 112,940.87     | (60,000.00)    | 52,940.87    |
| 537.80.47.001 -- Collection and Disposal Fees                                            | 785,000.00     | 160,000.00     | 945,000.00   |

|                                                                                                  |   |                     |              |
|--------------------------------------------------------------------------------------------------|---|---------------------|--------------|
|                                                                                                  |   | 100,000.00          |              |
| <b>Water Capital Reserves Fund (#406)</b>                                                        |   |                     |              |
| <b>REVENUE:</b>                                                                                  |   |                     |              |
| 391.80.03.406 -- Public Works Trust Fund Loan/Rossetti Watermain Expenses                        | 0 | <u>2,000,000.00</u> | 2,000,000.00 |
|                                                                                                  |   | <b>2,000,000.00</b> |              |
| <b>EXPENSE:</b>                                                                                  |   |                     |              |
| 594.30.63.406 -- Public Works Trust Fund Rossetti Watermain Expenses                             | 0 | <u>2,000,000.00</u> | 2,000,000.00 |
|                                                                                                  |   | <b>2,000,000.00</b> |              |
| ADOPTED BY THE CLE ELUM CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE _____ DAY OF _____ 2023 |   |                     |              |
| ATTEST / AUTHENTICATED:                                                                          |   | CITY OF CLE ELUM    |              |
| Debbie Lee, City Clerk                                                                           |   | Jay McGowan, Mayor  |              |
| APPROVED AS TO FORM:                                                                             |   |                     |              |
| Alexandra L. Kenyon, City Attorney                                                               |   |                     |              |
| Date of Publication: _____                                                                       |   |                     |              |
| Effective Date: _____                                                                            |   |                     |              |

An ORDINANCE Updating and Adopting the 2024 Salary Schedule for each position in the City of Cle Elum.

WHEREAS, the City Mayor has prepared and submitted to the Council of the City of Cle Elum a Salary and Wage Plan Base Pay schedule; and

WHEREAS, City Council feels it essential to maintain a living wage job to attract and retain quality employees; and

WHEREAS, the salary schedule in this Ordinance has been adjusted from the 2023 Salary Schedule Ordinance No. 1644 based on a Salary Survey and an Annual Cost of Living Adjustment (COLA); and

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

NOW THEREFORE, BE IT ORDAINED by the Council of the City of Cle Elum the following Salary and Wage Plan Base Pay schedule be adopted:

### SALARY AND WAGE PLAN BASE PAY

|                                             | 0-11 MONTHS |         |        | 12-23 MONTHS |         |        | 24-35 MONTHS |         |        | 36-47 MONTHS |         |        | 48+ MONTHS |         |        |
|---------------------------------------------|-------------|---------|--------|--------------|---------|--------|--------------|---------|--------|--------------|---------|--------|------------|---------|--------|
|                                             | ANNUAL      | MONTHLY | HOURLY | ANNUAL       | MONTHLY | HOURLY | ANNUAL       | MONTHLY | HOURLY | ANNUAL       | MONTHLY | HOURLY | ANNUAL     | MONTHLY | HOURLY |
| Administrator/Bldg. Off/Network Admin       | 118,087     | 9,841   | 56.77  | 123,992      | 10,333  | 59.61  | 130,191      | 10,849  | 62.59  | 136,701      | 11,392  | 65.72  | 143,536    | 11,961  | 69.01  |
| Planner/ Code Enforcement                   | 83,002      | 6,917   | 39.90  | 87,152       | 7,263   | 41.90  | 91,509       | 7,626   | 43.99  | 96,085       | 8,007   | 46.19  | 100,889    | 8,407   | 48.50  |
| Planning / Building Tech                    | 61,314      | 5,110   | 29.48  | 64,380       | 5,365   | 30.95  | 67,599       | 5,633   | 32.50  | 70,979       | 5,915   | 34.12  | 74,528     | 6,211   | 35.83  |
| City Clerk                                  | 78,804      | 6,567   | 37.89  | 82,744       | 6,895   | 39.78  | 86,881       | 7,240   | 41.77  | 91,225       | 7,602   | 43.86  | 95,787     | 7,982   | 46.05  |
| Finance Director/Deputy Clerk               | 105,666     | 8,806   | 50.80  | 110,949      | 9,246   | 53.34  | 116,497      | 9,708   | 56.01  | 122,322      | 10,193  | 58.81  | 128,438    | 10,703  | 61.75  |
| Billing Clerk                               | 51,335      | 4,278   | 24.68  | 53,902       | 4,492   | 25.91  | 56,597       | 4,716   | 27.21  | 59,426       | 4,952   | 28.57  | 62,398     | 5,200   | 30.00  |
| Office Assistant                            | 43,296      | 3,608   | 20.82  | 45,461       | 3,788   | 21.86  | 47,734       | 3,978   | 22.95  | 50,121       | 4,177   | 24.10  | 52,627     | 4,386   | 25.30  |
| Librarian                                   | 48,391      | 4,033   | 23.27  | 50,811       | 4,234   | 24.43  | 53,351       | 4,446   | 25.65  | 56,019       | 4,668   | 26.93  | 58,820     | 4,902   | 28.28  |
| Public Works Director                       | 99,132      | 8,261   | 47.66  | 104,089      | 8,674   | 50.04  | 109,293      | 9,108   | 52.54  | 114,758      | 9,563   | 55.17  | 120,496    | 10,041  | 57.93  |
| Public Works Field Supervisor               | 69,736      | 5,811   | 33.53  | 73,222       | 6,102   | 35.20  | 76,883       | 6,407   | 36.96  | 80,728       | 6,727   | 38.81  | 84,764     | 7,064   | 40.75  |
| Operator/Maintenance                        | 55,744      | 4,645   | 26.80  | 58,531       | 4,878   | 28.14  | 61,457       | 5,121   | 29.55  | 64,530       | 5,378   | 31.02  | 67,757     | 5,646   | 32.58  |
| Mechanic                                    | 60,113      | 5,009   | 28.90  | 63,118       | 5,260   | 30.35  | 66,274       | 5,523   | 31.86  | 69,588       | 5,799   | 33.46  | 73,067     | 6,089   | 35.13  |
| Maintenance Worker                          | 48,246      | 4,021   | 23.20  | 50,658       | 4,222   | 24.35  | 53,191       | 4,433   | 25.57  | 55,851       | 4,654   | 26.85  | 58,643     | 4,887   | 28.19  |
| Police Chief                                | 100,069     | 8,339   | 48.11  | 105,073      | 8,756   | 50.52  | 110,326      | 9,194   | 53.04  | 115,843      | 9,654   | 55.69  | 121,635    | 10,136  | 58.48  |
| Sergeant                                    | 89,280      | 7,440   | 42.92  | 95,568       | 7,964   | 45.95  |              |         |        |              |         |        |            |         |        |
| Corporal                                    | 86,412      | 7,201   | 41.54  | 88,620       | 7,385   | 42.61  |              |         |        |              |         |        |            |         |        |
| Police Officer                              | 68,724      | 5,727   | 33.04  | 72,156       | 6,013   | 34.69  | 75,744       | 6,312   | 36.42  | 79,548       | 6,629   | 38.24  | 83,520     | 6,960   | 40.15  |
| Animal Control                              | 51,744      | 4,312   | 24.88  | 54,331       | 4,528   | 26.12  | 57,048       | 4,754   | 27.43  | 59,900       | 4,992   | 28.80  | 62,895     | 5,241   | 30.24  |
| Adm Asst/Records Mng.                       | 64,896      | 5,408   | 31.20  | 69,012       | 5,751   | 33.18  | 71,532       | 5,961   | 34.39  | 75,108       | 6,259   | 36.11  | 78,876     | 6,573   | 37.92  |
| Rec Tech/Recpt                              | 48,588      | 4,049   | 23.36  | 51,000       | 4,250   | 24.52  | 53,556       | 4,463   | 25.75  | 56,244       | 4,687   | 27.04  | 59,064     | 4,922   | 28.40  |
|                                             | ANNUAL      | MONTHLY |        |              |         |        |              |         |        |              |         |        |            |         |        |
| Fire Chief Administrator (Exempt Full Time) | 91,476      | 7,623   |        |              |         |        |              |         |        |              |         |        |            |         |        |
| Fire Secretary (NEW)                        | 14,400      | 1,200   |        |              |         |        |              |         |        |              |         |        |            |         |        |
|                                             | HOURLY      |         |        |              |         |        |              |         |        |              |         |        |            |         |        |
| Police Reserve                              | 31.35       |         |        |              |         |        |              |         |        |              |         |        |            |         |        |
| Cemetery Caretaker                          | 21.00       |         |        |              |         |        |              |         |        |              |         |        |            |         |        |
| Parks Caretaker                             | 21.00       |         |        |              |         |        |              |         |        |              |         |        |            |         |        |
| Library Assistant                           | 19.25       |         |        |              |         |        |              |         |        |              |         |        |            |         |        |

This Ordinance supersedes all prior salary Ordinances.

PASSED AND ADOPTED by the Council of the City of Cle Elum at a regular meeting on the \_\_\_\_\_ day of \_\_\_\_\_ 2023.

Jay McGowan, Mayor

APPROVED AS TO FORM:

ATTESTATION:

Alexandra Kenyon, City Attorney

Debbie Lee, City Clerk