

CITY ADMINISTRATOR
ROBERT OMANS

ASSISTANT CITY
ADMINISTRATOR
ERICA KRUM

CITY CLERK

FINANCE DIRECTOR
ROBIN NEWCOMB

PUBLIC WORKS DIRECTOR
MATHEW BAILEY

POLICE CHIEF
RICH ALBO

FIRE CHIEF
ED MILLS

PLANNING DIRECTOR
SHANNON JOHNSON

**City Council
Agenda
July 28, 2026
6:00 PM**



119 W FIRST STREET
CLE ELUM, WA 98922

MAYOR
MATTHEW LUNDH

DEPUTY MAYOR
CASSIDY BUECHLE - CURTIS

CITY COUNCIL
BETH WILLIAMS
KEN RATLIFF
STEVEN COOK
AUDREY MALEK
STEVEN HARPER

CITY ATTORNEY
CURTIS CHAMBERS

Join Virtually via Zoom: <https://zoom.us/j/7573184018?pwd=dERndiBJVC9GdVQ1d2ISRExwZFhXZz09>
Meeting ID: 757 318 4018 Passcode: 98922

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

TextMyGov

Receive city text alerts: text CLEELUM to 91896

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.

1. **Call to Order, Pledge of Allegiance, and Roll Call**
2. **Public Comment – Limited to 5 Minutes per Speaker**
3. **Announcements, Appointments, Awards, and Recognition**
4. **Approval of Meeting Agenda**
5. **Consent Agenda**

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

- a. Council Meeting Minutes — July 14, 2026
 - b. Payables — July 28, 2026 — \$555,018.87
6. **Department Head Reports**
 - a. Rob Omans — City Administrator
 - b. Mathew Bailey — Public Works Director
 - c. Colleda Monick — Planning Consultant
 - d. Amy Pridemore — Library Director
 7. **Public Appearances – 15-Minute Limit**

City Council Agenda

July 28, 2026

119 W FIRST STREET
CLE ELUM, WA 98922

- a. Bullfrog Flats Business Park Update – Ben Paulus – Blue Fern
- 8. **Business Requiring Public Hearings**
- 9. **Unfinished Business**
- 10. **New Business**
 - a. Pine Ranch Community Franchise Agreement — First Reading — Colleda Monick — HLA Senior Planner
 - b. Material Testing Contracts — Mathew Bailey — Public Works Director
 - c. Resolution 2026-026 — Surplus Property — Mathew Bailey — Public Works Director
 - d. Permit Process Improvement Grant Letter of Commitment — Rob Omans — City Administrator
 - e. City Clerk Job Description — Rob Omans — City Administrator
- 11. **Report of Committees**
 - a. Public Works & Community Development
 - b. Public Safety & Health
 - c. Lodging Tax & Events
 - d. General Government
- 12. **Councilmember Comments - Limited to 5 Minutes**
- 13. **Mayor's Report**
- 14. **Executive Session**

Pursuant to RCW 42.30.110(g): To evaluate the qualifications of an applicant for public employment or to review the performance of a public employee.
- 15. **Adjournment**

Upcoming Meetings:

Public Works & Community Development Committee Meeting — August 4, 2026, at 1:00 p.m.

Regular Council Meeting — August 11, 2026, at 6:00 p.m.

Lodging Tax & Events Committee Meeting — August 12, 2026, at 8:30 a.m.

Public Safety & Health Committee Meeting — August 13, 2026, at 9:00 a.m.

CLE ELUM CITY COUNCIL
MINUTES
JULY 14, 2026
6:00 PM
119 W FIRST STREET
CLE ELUM, WA 98922

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

Roll Call

Present:

Cassidy Buechle-Curtis
Ken Ratliff
Beth Williams
Steven Harper
Sarah Hubbard
Audrey Malek
Steven Cook

Staff Present:

Matthew Lundh - Mayor
Rob Omans - City Administrator
Erica Krum - Assistant City Administrator
Shannon Johnson - Planning Director
William LaRue - Utilities Operations Manager
Mathew Bailey - Public Works Director
Ed Mills - Fire Chief
Rich Albo - Police Chief

2. Public Comment – Limited to 5 Minutes per Speaker

The following individuals addressed the Council:
Dennis Applegate
Maggie Bator
Kathy Wybroski

3. Announcements, Appointments, Awards, and Recognition

a. Ratify the Mayor's Appointment of Fire Advisory Committee Members

Councilmember Ratliff inquired about the qualifications of the candidates. The Mayor responded that one candidate must be a resident of Cle Elum and one must be a Cle Elum business owner, and prior fire experience is not a requirement to serve on the committee; the objective is to incorporate a fresh perspective. The Mayor also noted that the committee seeks diversity among its members. Councilmember Harper remarked that there may have been confusion among the public regarding the council's expectations. He stated that council members aimed for a fresh outlook, which influenced their choices, and expressed the belief

CLE ELUM CITY COUNCIL
MINUTES
JULY 14, 2026
6:00 PM
119 W FIRST STREET
CLE ELUM, WA 98922

that candidates should possess fire experience. He emphasized that Ms. Battor would bring significant experience to the committee. Councilmember Buechle-Curtis stated that they just looked at qualifications and that there was no bias for anyone's background.

MOTION: Councilmember Cook made a motion to ratify the Mayor's appointment of Kenny Becker and J Michelle Swope to the Fire Advisory Committee; seconded by Councilmember Malek.

MOTION : 5 yes 2 no.

[Kenny Becker — Business Owner Position](#)

[J Michelle Swope — Cle Elum Resident Position](#)

4. Approval of Meeting Agenda

MOTION: Councilmember Harper made a motion to approve the Meeting Agenda as presented; seconded by Councilmember Cook.

MOTION : 7 yes 0 no.

5. Consent Agenda

MOTION: Councilmember Harper made a motion to approve the Consent Agenda as presented; seconded by Councilmember Cook.

MOTION : 7 yes 0 no.

a. [Special Council Meeting Minutes — June 22, 2026](#)

b. [Payables — July 14, 2026 — \\$581,075.65](#)

c. [Payroll Vouchers — July 2, 2026 — \\$407,939.43](#)

d. [Montgomery Street Watermain Project Acceptance](#)

6. Department Head Reports

CLE ELUM CITY COUNCIL
MINUTES
JULY 14, 2026
6:00 PM
119 W FIRST STREET
CLE ELUM, WA 98922

a. Rob Omans — City Administrator

Please see attached.

b. Shannon Johnson — Planning Director

Please see attached.

c. Mathew Bailey — Public Works Director

Please see attached.

d. Rich Albo — Police Chief

Council members discussed traffic and speeding on 903.

Please see attached report

e. Ed Mills — Fire Chief

Councilmember Harper inquired about the selling of firewood and the definition of a campfire. Chief Mills responded that campfires are permitted within approved cleared fire rings at designated campsites; however, open fires are not allowed. Councilmember Hubbard asked about the testing of fire hydrants. Chief Mills stated that Mathew Bailey, Public Works Director, provided a demonstration at the fire department to assist with the testing and to show fire personnel how to test them.

f. William LaRue — Utilities Operations Manager

Please see attached. Councilmember Cook requested that William LaRue, Utilities Operations Manager, provide an explanation of the components involved in class I and class II inspections as conducted by the Department of Ecology.

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

8. **Business Requiring Public Hearings**

9. **Unfinished Business**

CLE ELUM CITY COUNCIL
MINUTES
JULY 14, 2026
6:00 PM
119 W FIRST STREET
CLE ELUM, WA 98922

10. New Business

- a. Timesaver PC Payables — July 8, 2026 — \$198.01

MOTION: Councilmember Buechle-Curtis made a motion to approve Timesaver PC Payables; seconded by Councilmember Ratliff.

MOTION : 6 yes 0 no.

- b. Intermountain Foundation — Crave! TV — Lodging Tax Application —
Councilmember Malek

Councilmember Malek explained that Crave! TV specializes in creating reels for food enthusiasts. Although Crave! TV initially requested a funding amount of \$15,000, the Lodging Tax & Events Committee deemed this request substantial. However, recognizing the potential of this new initiative, the committee concluded that a commitment of \$5,000 would be a valuable investment for the community.

MOTION: Councilmember Harper made a motion to approve lodging tax funding for the Intermountain Foundation application in the amount of \$5000; seconded by Councilmember Cook.

MOTION : 7 yes 0 no.

- c. Seasonal Library Aide Job Description — Rob Omans — City Administrator

MOTION: Councilmember Cook made a motion to approve both the seasonal Library Aide job description and adopt Ordinance 1730 ; seconded by Councilmember Hubbard.

MOTION : 7 yes 0 no.

- d. Ordinance 1730 — Salary Schedule Amendment — Rob Omans — City Administrator

This ordinance was approved with the motion in 10 C.

- e. Stormwater Plan Amendment — Mathew Bailey — Public Works Director

MOTION: Councilmember Harper made a motion to adopt the Amendment #3 agreement as presented; seconded by Councilmember Buechle-Curtis.

MOTION : 7 yes 0 no.

- f. Resolution 2026-024 — Ratification of Emergency Fire Hydrant and Isolation Valve Repair

CLE ELUM CITY COUNCIL
MINUTES
JULY 14, 2026
6:00 PM
119 W FIRST STREET
CLE ELUM, WA 98922

— Mathew Bailey — Public Works Director

The fire hydrant was reported as inoperable. Due to its broken condition, personnel were unable to isolate and address the leak. Consequently, it was determined that emergency repairs were necessary to restore the hydrant's functionality. Mathew Bailey, Public Works Director, obtained multiple bids and selected the most competitive option for the repairs.

MOTION: Councilmember Harper made a motion to adopt resolution 2026-024; seconded by Councilmember Williams.

MOTION : 7 yes 0 no.

- g. Resolution 2026-025 — Annexation Portion of State Route 903 — Mathew Bailey — Public Works Director

This action would initiate the process for the Mayor to execute the necessary documents to approve the annexation for Kittitas County.

MOTION: Councilmember Harper made a motion to adopt Resolution 2026-025; seconded by Councilmember Hubbard.

MOTION : 7 yes 0 no.

11. Report of Committees

a. Public Works & Community Development

Councilmember Cook stated that the draft stormwater code was discussed, with plans to continue the conversation at the next meeting or a dedicated study session. Additionally, an approach to South Cle Elum regarding an agreement for mutual assistance was considered. An amendment to the Cle Elum municipal code regarding sewer, as well as the filing and costs of repairs for hookups, was also discussed. Furthermore, the topic of a water line pavement repair on State Route 903 was addressed.

b. Public Safety & Health

Councilmember Buechle-Curtis stated that they discussed bylaws for the Fire Advisory Committee, which will be forwarded to legal before returning to council. Additionally, they addressed issues regarding flammable vegetation and reviewed applicants for the Fire Advisory Committee. They will reach out to Councilmember Malek to incorporate her expertise on e-bikes for future discussions. The committee will prioritize camping and the

CLE ELUM CITY COUNCIL
MINUTES
JULY 14, 2026
6:00 PM
119 W FIRST STREET
CLE ELUM, WA 98922

animal code next.

c. [Lodging Tax & Events](#)

Councilmember Malek gave an update that the following events were approved: Cle Elum Round Up, Coal Mine Trails, and Mike's Tavern Car Show.

d. [General Government](#)

12. Councilmember Comments - Limited to 5 Minutes

Councilmember Ratliff requested an engineering report from the Washington State Department of Transportation (WSDOT) regarding the proposed roundabout installations. He expressed concern about data centers due to their water usage and electricity requirements. Councilmember Harper expressed appreciation for the volunteers who assisted with the cleanup of city parks. Councilmember Hubbard announced her resignation due to a health issue, stating that this decision was not made lightly and that she appreciates the public service and dedication of the council to the community. Councilmember Malek noted that the Association of Washington Cities (AWC) provided a valuable opportunity to engage with other councilmembers and communities regarding shared experiences and challenges, particularly related to fire services. She also mentioned that lodging tax funds could be utilized to support parks and sporting events, leading to beneficial ideas and educational opportunities.

13. Mayor's Report

Mayor stated that having a large contingent from our city and Kittitas County was beneficial for learning together at the AWC conference. He expressed that Pioneer Days was a great weekend and that the fireman breakfast was delicious as always. He and Councilmember Williams visited the District 7 training tower, noting that it will serve as an excellent training facility for the upper county. The Mayor mentioned that last week marked the summer reading kickoff for the library, emphasizing the joy of being a part of the event. He met with both Gary Berndt and Jon Corneous today regarding the tree board, highlighting their innovative ideas. Their first meeting is scheduled for August 4, during which they will begin inventorying trees in urgent need of maintenance.

14. Executive Session

Started at 7:51pm and ended at 8:01pm

**CLE ELUM CITY COUNCIL
MINUTES
JULY 14, 2026
6:00 PM
119 W FIRST STREET
CLE ELUM, WA 98922**

15. Adjournment

The meeting was adjourned at 8:02 p.m.

Matthew Lundh, Mayor

Clerk

CHECK REGISTER

City Of Cle Elum

Time: 13:47:23 Date: 07/22/2026

07/15/2026 To: 07/28/2026

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
3016	07/15/2026	Claims	1	EFT	WA State Dept of Revenue	3,236.91	Leasehold Tax -- Quarter 2
3021	07/15/2026	Claims	1	EFT	WA State Dept of Revenue	25,448.17	June Excise Tax -- Water Distribution/Sewer Collection/Garbage Refuse Tax/Service and Other Activities
3049	07/15/2026	Claims	1	EFT	Cintas Corporation	316.27	Public works mats/towels/uniforms 7/7
3052	07/15/2026	Claims	1	EFT	Firstnet Wireless	40.54	Wastewater Regional hotspot
3056	07/15/2026	Claims	1	EFT	Kittitas County P.U.D. #1	570.96	Power for public works, airport office, sewer lift station
3061	07/15/2026	Claims	1	EFT	City of Cle Elum	11,396.67	June 2026 w/s use - Police, Fire, City Hall, Water plant, Public works, library, bathrooms, rentals, cemetery, parks, irrigation
3121	07/16/2026	Claims	1	EFT	WA State Dept of Licensing	21.00	Gun Permit 1204
3122	07/16/2026	Claims	1	EFT	WA State Dept of Licensing	125.00	Gun Permit dealer, 6013488900010002
3151	07/20/2026	Claims	1	EFT	WA State Dept of Licensing	54.00	Gun Permits 1205, 1206, 1207
3155	07/20/2026	Claims	1	EFT	Crystal Springs	120.89	City hall water
3156	07/20/2026	Claims	1	EFT	Cintas Corporation	316.27	Public works mats, towels, uniforms 7/14
3158	07/20/2026	Claims	1	EFT	U.S. Cellular	690.72	Cell bills for Bldg, Planning, Admin, Reg water and sewer, public works
3169	07/20/2026	Claims	1	EFT	Employment Security Department	4,329.00	Unemployment for 2nd Quarter for Agar/librarian
3180	07/20/2026	Claims	1	EFT	Bureau of Reclamation Pacific NW	4,690.14	Kachess Safety of Dams Repay Contract #22SD102176
3205	07/21/2026	Claims	1	EFT	Methodworks	1,220.63	June IT services -- Police, Fire, Water Plant, City Hall
3206	07/21/2026	Claims	1	EFT	Methodworks	1,342.69	Police Dept -- Grant for new laptops for vehicles
3207	07/28/2026	Claims	1	48677	Bridge Coordination Services	1,784.25	Police Dept 2026 Remote Victim Coordinator Service Hours
3208	07/28/2026	Claims	1	48678	Canon Financial Services, Inc.	624.75	Copier lease -- Public works and Library 7/1-7/31; Copier lease -- City Hall copier lease 7/1-7/31
3209	07/28/2026	Claims	1	48679	Central Cleaning	400.00	Cleaning City Hall 7/14, Shop 7/14, Police 7/18, Library 7/16
3210	07/28/2026	Claims	1	48680	Century Link	64.99	Water Plant telephone 674-3770, 674-3903, internet
3211	07/28/2026	Claims	1	48681	Copiers Northwest Inc.	138.81	City Hall copier LB524 base rate 7/19/26 to 8/18/26; overage charge for 6/19/26 to 7/18/26
3212	07/28/2026	Claims	1	48682	Criminal Justice Training Commission	1,251.20	Police Dept Welch handgun instructor class 4/27 to 5/1
3213	07/28/2026	Claims	1	48683	Daily Journal of Commerce	1,424.50	Material Testing Services for 1st and Oakes DOT and COG Resurface Grant; Preservation and Safety Ad for 1st and Oakes DOT and COG Resurface Grant
3214	07/28/2026	Claims	1	48684	Gibson and Son Road Building INC	1,245.45	Super dump loads of 1 1/4 gravel x 2

CHECK REGISTER

City Of Cle Elum

Time: 13:47:23 Date: 07/22/2026

07/15/2026 To: 07/28/2026

Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
3215	07/28/2026	Claims	1	48685	HLA Engineering and Land Surveying, Inc.	130,742.83	HLA Planning Fees -- June -- Eldred, Kamiak x 2, BF Apts, Permit reviews, Habitat, Horse Park, KVH, Hopesource, Wildwood, Whispering Pines; HLA Engineering Fees -- June -- Alleyway sewer main improvem
3216	07/28/2026	Claims	1	48686	Inslee Best Doezie & Ryder, P.S.	21,576.47	Inslee Legal Fees -- June -- emp perf, PRRs, SAO letter, police legal issue, code:enforce, PRRs, Blue Fern, Bankruptcy, Horse Park, Campbell, Hopesource, Airport
3217	07/28/2026	Claims	1	48687	James Oil Company	1,802.63	Police Dept fuel 7/1 to 7/15; Public works fuel 7/1 to 7/15; Fire Dept fuel 7/1 to 7/15
3218	07/28/2026	Claims	1	48688	Jerrol's	115.52	City Hall office supplies: hanging folders, tape dispenser; City Hall office supplies- Building Dept cardstock paper
3219	07/28/2026	Claims	1	48689	Kittitas Valley Healthcare	577.50	Dietician services/Gallagher
3220	07/28/2026	Claims	1	48690	Lab Test	2,000.00	Regional sewer tests 6/30; Regional sewer lab tests 7/1; Regional sewer testing 7/7; Regional sewer testing 7/8; Replacing lost check #48405 on 3/24/26 for invoices 28234 and 28233; Regional sewer lab
3221	07/28/2026	Claims	1	48691	Lexipol, LLC	1,139.36	Police Dept - PoliceOne Academy annual rate per user 6/1/26-5/31/27 term
3222	07/28/2026	Claims	1	48692	Mario M Magnotti	77.04	Police Dept - Uniform Allowance reimbursement
3223	07/28/2026	Claims	1	48693	Dawson E McLaughlin	212.05	Public works McLaughlin DOL license
3224	07/28/2026	Claims	1	48694	Gary McLean	6,581.25	Teaway Court -- Hearing Examiner services for reconsideration request and order on reconsideration -- decision approving type 3 coh. master app. for multifamily res. with a daycare use
3225	07/28/2026	Claims	1	48695	Menke Jackson Beyer LLP	259.80	June attorney fees -- Central Cascades Land; June attorney fees -- Dearmin
3226	07/28/2026	Claims	1	48696	Northern Kittitas County Tribune	276.40	Help Wanted Police Officer First run; Help Wanted Police Officer Second run; Nameplate Spoonemore; Ordinance 1730 amending the 2026 salary schedule for seasonal library aide
3227	07/28/2026	Claims	1	48697	Northstar Chemical	7,803.97	Regional water chemicals; Regional water chemicals
3228	07/28/2026	Claims	1	48698	Public Safety Testing Inc.	145.00	Police Department Subscription Fees Q2 - April to June 2026
3229	07/28/2026	Claims	1	48699	RWC	925.04	Fire Dept B511 Fire injector oil; Fire Dept seals kit/hp oil rail; Fire Dept oil filter and fuel filter
3230	07/28/2026	Claims	1	48700	Roadtek, Inc	2,046.31	Pep Oil for chip sealing x 460

CHECK REGISTER

City Of Cle Elum

07/15/2026 To: 07/28/2026

Time: 13:47:23 Date: 07/22/2026

Page: 3

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
3231	07/28/2026	Claims	1	48701	State Auditors Office	9,877.00	2025 Federal Audit on CDBG Grant for Stafford Ave Corridor Project
3232	07/28/2026	Claims	1	48702	Summit Law Group, PLLC	484.00	Legal Services -- June -- City Clerk
3233	07/28/2026	Claims	1	48703	Suncadia	288,427.00	Water/Sewer Capital Reimb -- 2026-054/057; Lots 59/114, 157 Ropers Lane/533 Appaloosa Way; Water and Sewer hookups -- Risewell Bldg Permit 2026-066, Lot 34, 502 Appaloosa Way and Hopesource/Teaaway C
3234	07/28/2026	Claims	1	48704	Unit Process Company	6,139.26	Regional water filter valve positioner
3235	07/28/2026	Claims	1	48705	Van Ness Feldman LLP	5,050.00	Legal Fees Van Ness -- June -- Wildwood; Legal Fees Van Ness -- June -- Blue Fern
3236	07/28/2026	Claims	1	48706	WA State Dept of Transportation	4,138.22	Police Dept June Fuel
3237	07/28/2026	Claims	1	48707	Levi A Waddell	250.00	Reimburse Waddell for purchase of boots for 2026
3238	07/28/2026	Claims	1	48708	Wapiti Office	59.03	2nd lost check replacing #48630 from 6/23/26
3239	07/28/2026	Claims	1	48709	Wholesail Network LLC	1,262.25	City Internet
3240	07/28/2026	Claims	1	48710	Willette's Towing Service	2,197.13	Fire Dept B511 tow on Hamilton Project from Pateros to Shop

511 Legislative	276.40
515 Legal Services	15,112.10
518 Centralized Services	3,695.53
521 Police Department	10,679.65
522 Fire Department	4,445.33
536 Cemetery	770.83
558 Planning & Community Devel	1,863.70
559 Housing & Community Develop	4,236.75
572 Libraries	4,733.30
576 Park Facilities	6,771.91
594 Capital Expenditures	2,860.25
595 Capital Expenditures- Streets	1,234.57
001 Current Expense/General Fund	56,680.32
542 Streets - Maintenance	9,728.76
543 Streets Admin & Overhead	158.49
591 Debt Service - Principal Repayment	160.93
595 Capital Expenditures- Streets	15,030.64
101 Street Fund	25,078.82
521 Police Department	553.47
104 Police Sales Tax Reserve Fund	553.47
594 Capital Expenditures	2,641.10
106 Tourist/Lodging Tax Fund	2,641.10
559 Housing & Community Develop	195.80
120 Central Cascades/Weis Land CRA 2009-01 Devel.	195.80
558 Planning & Community Devel	1,567.50
125 Whispering Pines Devel. Fund	1,567.50
515 Legal Services	5,401.16
558 Planning & Community Devel	58,557.48

CHECK REGISTER

City Of Cle Elum

07/15/2026 To: 07/28/2026

Time: 13:47:23 Date: 07/22/2026

Page: 4

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
		131 Blue Fern DA # 2002-01 CRA 2024-01,03				63,958.64	
		515 Legal Services				2,427.00	
		558 Planning & Community Devel				4,002.25	
		132 Wildwood Ranch DA #2024-001 CRA 2024-02				6,429.25	
		515 Legal Services				8,126.49	
		558 Planning & Community Devel				2,903.25	
		140 Teanaway Court/Hopesource Devel. Fund				11,029.74	
		558 Planning & Community Devel				9,877.00	
		594 Capital Expenditures				4,415.31	
		309 REET Excise Tax/Capital Projects Fund				14,292.31	
		534 Water Utilities				113,376.31	
		401 Water Fund				113,376.31	
		537 Garbage & Solid Waste				6,051.91	
		402 Garbage Fund				6,051.91	
		546 Airports, Port, Terminal				1,715.41	
		403 Airport Fund				1,715.41	
		534 Water Utilities				16,011.18	
		404 Water Regional Fund				16,011.18	
		594 Capital Expenditures				859.85	
		406 Water Capital Reserve Fund				859.85	
		535 Sewer				201,282.15	
		594 Capital Expenditures				1,489.25	
		409 Sewer Fund				202,771.40	
		535 Sewer				2,046.20	
		410 Sewer Regional Fund				2,046.20	
		594 Capital Expenditures				26,322.75	
		413 Sewer Capital Reserve Fund				26,322.75	
		580 Non Expeditures				3,436.91	
		699 State Agency Fund 380/580				3,436.91	
						555,018.87	Claims: 555,018.87

Public Works Council Update

- **1st Street Resurfacing /Hartwig Signal Improvements:** Bid award recommendation American Rock Products. Projected start by end of August.
- **Zone 3 Booster Pump Installation.** On hold pending pump delivery and installation.
- **Public Works Summer Maintenance:** Irrigation repairs, Park mowing, Pothole repairs, Street sweeping, Alley grading, Cemetery maintenance, Park maintenance.
- **Stormwater Plan:** Stormwater Plan in review at Dept. of Ecology. Working toward establishing Stormwater Utility Fund. Finalizing Stormwater code language in Public Works Committee.
- **Hope Source:** Construction has started. Clear and grading underway. Underground utilities will be installed first starting with sewer. Hope Source plans to have foundations in by end of year.
- **Bullfrog Flats**
 - Home construction has started
 - Bullfrog roundabout started construction
 - Top lift of asphalt completed

CITY OF CLE ELUM
Planning Department

AGENDA
STAFF REPORT

AGENDA DATE: July 28, 2026
ACTION REQUESTED: None, Current HLA Planning Update: March 5, 2026 – July 23, 2026
LEAD STAFF: Colleda Monick, HLA

Since the last HLA Planning Update provided to Council in March, HLA has continued providing current planning, development review, permit processing, environmental review, and planning support services for the City. Major activities completed during this reporting period include:

Current Planning Permits:

1. **Wildwood:**
 - a. SUB-2023-003, DA-2024-001, SEP-2024-004: Wildwood Ranch, Preliminary Plat and Development Agreement, MDNS issued and appealed. **Public Hearing scheduled for November 12, 2026.**
2. **Washington State Horse Park:**
 - a. SEP-2026-003: Continued project support regarding a proposed Fence, Berm and Phase II and necessary environmental review requirements.
3. **Atlas Networks:**
 - a. FA-20206-002: Franchise Agreement, Ordinance 1728 approved by council.
4. **Habitat for Humanity:**
 - a. VAC-2026-001: Right of Way Vacation approved by council, assisting applicant with next steps and recording.
5. **Teanaway Court:**
 - a. CL3-2025-001, SDR-2025-004 and SEP-2025-002: Was approved by the Hearing Examiner. There was a request for Reconsideration which was granted in part and denied in part. Building permits were issued in mid-July.
6. **4246 Bullfrog Road Short Plat Alteration**
 - a. SP-2026-001: Short plat alteration for the relocation of a utility easement, approved.
7. **Bullfrog Flats:**
 - a. **Preliminary Plats**
 - i. SUB-2026-001: Phase P-4 (149 single-family lots), notice of incomplete issued on June 16, 2026.
 - ii. SUB-2026-002: Phase M (210 Townhome lots), completeness review under way.
 - b. **Building Permits:**
 - i. 24 dwelling units reviewed and signed off by planning: (8) single-family in S-1; (6) single-family in S-2; and (2) 5 unit dwellings in J plus, plus (1) community building and associated pocket park in phase J
 - c. **Franchise Agreement:**

- i. FA-2026-003: First reading is before council this evening, second reading scheduled for August 11, 2026.
- d. **Site and Design Review:**
 - i. SDR-2026-002: Pocket Park and associated Community Building (J), approved and building permits issued.
- e. **Amendment:**
 - i. PMU-2026-001: Third Amendment to the Bullfrog Flats Development Agreement requesting development-related real estate sales activities within residential areas. **Public Hearing scheduled for August 18, 2026 at 6 PM.** Notice and Staff Recommendation scheduled for July 30, 2026.
- f. **Final Plats:**
 - i. FP-2025-002: Bullfrog Flats, Phase 1, J – Recorded at county.
 - ii. FP-2025-003: Bullfrog Flats, Phase 1, S-2 – Recorded at county.

Special Projects:

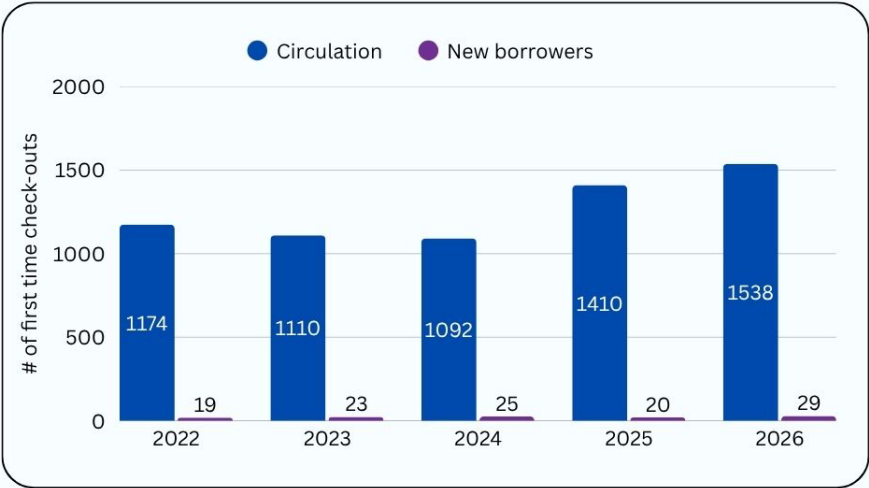
HLA also assisted the City with several planning initiatives outside of permit review, including:

- Preparation of the FY27 Department of Commerce Permit Process Improvement Grant application.
- Preparation of SEPA documentation and draft development code updates for the City's Stormwater Program.
- Continued development of the Comprehensive Plan Periodic Update, including scheduling **Open House August 20th at 5 PM** at Cle Elum City Hall prior to the Special Planning Commission Meeting.
- Preparation of corporate boundary adjustment documents associated with the SR 903 for County and City.
- Preparation of SEPA and Shoreline Exemption for Hydraulic Project Approval Renewals for the Washington State Department of Fish and Wildlife.

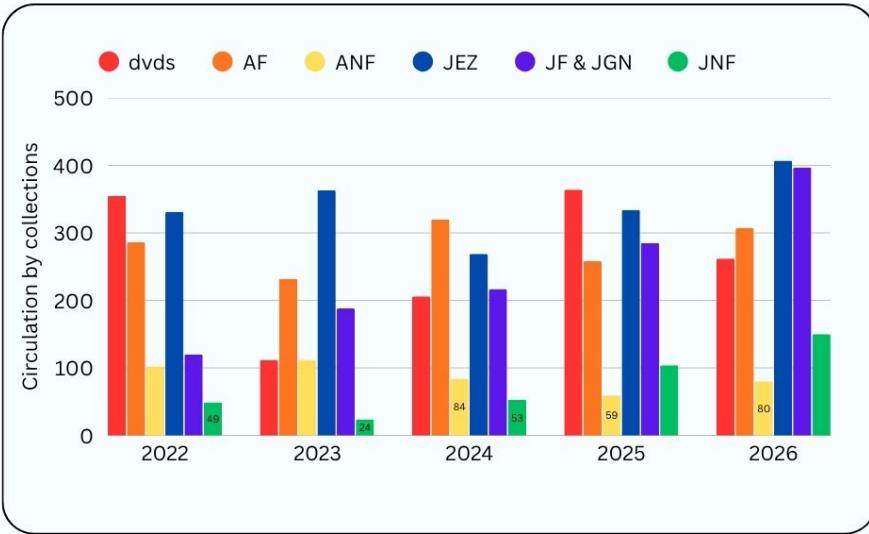
Good evening honorable Mayor and City Council,

- June statistics: June circulation is up 24% from last month. This is a normal trend, fueled by the kids getting out of school. New borrowers are also up 20% from the same time last year. We have added 128 new borrowers this year, compared to 106 in 2025.

JUNE... THROUGH THE YEARS



JUNE... THROUGH THE YEARS



AF= adult fiction, ANF= adult nonfiction, JEZ= children’s picture books, JF & JGN= children’s fiction and graphic novels/comic books, JNF= children’s nonfiction

- Summer Reading!
 - For the 3rd year now, we have kicked off our programming with a special storytime from our Mayor at the Fire Department. This year, he, councilor Buechle-Curtis, myself, and some friends and family all dressed up as dinosaurs or people riding dinosaurs, in keeping with our theme. Afterwards, we had giveaways, and hosted crafts at the library.
 - Next up was Hillia Hulla at the UKCSC Centennial Center and a 2-hour LIVE bug exhibit at the Fire Dept.
 - Coming up is Fire Station fun with the Cle Elum Volunteer Fire Dept, let by our Chief Mills on Tuesday August 4th at 11AM. Then we return to the UKCSC for our grand finale with Magician Louie Foxx on Tuesday August 11th and 11AM. Just a reminder that all of these events are free and open to the public.
- Princh
 - We now have wireless printing at the Library! You can print from your personal devices using Princh and even pay online. No app is required. You either scan the QR code or go to their website and upload your documents. So far, it has worked very smoothly. At this time, you must go into the library to print, as we do not have the capacity to monitor the printer for jobs that are sent in from off site.

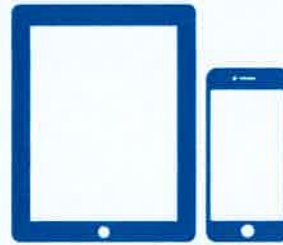
PRINT GUIDE

You can print using the following devices



PRINT FROM A LAPTOP

1. Open a browser and go to print.princh.com
2. Enter the printer ID and upload your documents
3. Adjust your print settings
4. Pay using one of the available options



PRINT FROM A MOBILE OR TABLET

1. Install the Princh app for iOS/Android or print without the app
2. Open your document and share it with the Princh app *
3. Select the printer by scanning the QR code and adjust your settings
4. Pay using one of the available options

* If you cannot or do not wish to install the mobile app, simply scan the QR code below with your device's camera and follow the instructions on the screen.



Carpenter Memorial Library printer

FORMAT	COLOR	PRICE	PRINTER ID
	Black/White	\$0.10	 113605
	Color	\$0.50	



CITY OF CLE ELUM
Planning Department

**AGENDA STAFF
REPORT**

AGENDA DATE:	<i>July 28, 2026</i>
ACTION REQUESTED:	<i>First Reading of Pine Ranch Community Association Franchise Agreement Ordinance 1732</i>
BACKGROUND:	<i>On June 3, 2026, the City received a formal request from Risewell Homes, on behalf of Pine Ranch Community Association, requesting a franchise agreement related to stormwater and irrigation lines in the city's right-of-way in Pine Ranch Division 1 and Pine Ranch Division 3 of the Bullfrog Flats Development.</i> <i>The Ordinance before Council today reflects the City's recommended framework for granting the franchise to Pine Ranch Community Association.</i>
INTERACTION:	<i>Negotiations were conducted by City Legal on behalf of the City</i>
RECOMMENDATION:	<i>To approve at the second reading of proposed ordinance on August 11, 2026; adoption</i>
HANDLING:	<i>City Clerk, Council</i>
ATTACHMENTS:	<i>Ordinance 1732, Pine Ranch Community Association, Franchise Agreement</i>
LEAD STAFF:	<i>Colleda Monick, Senior Planner, HLA</i>

ORDINANCE NO. 1732

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLE ELUM, WASHINGTON, GRANTING TO PINE RANCH COMMUNITY ASSOCIATION A WASHINGTON NONPROFIT, A FRANCHISE FOR STORMWATER FACILITIES AND IRRIGATION MAINS

WHEREAS, Pine Ranch Community Association, a Washington State nonprofit corporation, ("Franchisee") has applied for a non-exclusive Franchise for the right of entry, use, and occupation of certain public ways within the City of Cle Elum ("City"), also referred to individually as "Party" or collectively as "Parties," expressly to install, construct, operate, maintain, repair, relocate, and remove its facilities in, on, over, under along, and/or across those public ways; and

WHEREAS, the City Council has the authority to grant franchises for the use of its streets and other public properties pursuant to RCW 35A.47.040; and

WHEREAS, the City is willing to grant the rights requested by Franchisee subject to certain terms and conditions, which are acceptable to both Parties; and

WHEREAS, the City desires to enter into a franchise for the construction, operation and maintenance of a stormwater system with Franchisee on the terms and conditions set forth herein; and

WHEREAS, The City Council considered Franchisee's request for a franchise at regular meetings held on July 28, 2026, and August 11, 2026, at which times representatives of Franchisee and members of the public were afforded the opportunity to provide comment; and

WHEREAS, from information presented at such public hearing, and from facts and circumstances developed or discovered through independent study and investigation, the City Council now deems it appropriate and in the best interest of the City and its inhabitants that the Franchise be granted to Grantee.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CLE ELUM, WASHINGTON, DO ORDAIN as follows:

Section 1. Definitions

When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular

include the plural. Words not defined herein shall be given their common and ordinary meaning. The word “shall” is always mandatory and not merely directory.

A. “Force Majeure Event” means and shall include without limitation, war, civil disturbance, flood, earthquake, or other Act of God; storm or other condition which necessitates the mobilization of the personnel of a Party or its contractors to restore utility service; laws, regulations, rules, or orders of any governmental agency; a public health emergency as declared by the State of Washington or local County governing the Franchise Area; sabotage; strikes or similar labor disputes involving personnel of a Party, its contractors, or a third party; or any failure or delay in the performance by the other Party, or third party who is not an employee, agent, or contractor of the Party claiming a Force Majeure Event, in connection with this Franchise.

B. “Franchise” means this agreement approved by Ordinance No.1732 of the City which authorizes Franchisee Facilities to provide Franchisee Services in the Franchise Area.

C. “Franchise Area” means the area depicted in Exhibit A to this Franchise.

D. “Franchisee Facilities” means stormwater collection mains, irrigation mains, and all other appurtenances necessary or convenient for the purpose of providing stormwater collection service and irrigation services, that are constructed, operated, owned, and maintained within the public ways that are located in the Franchise Area.

E. “Franchisee Services” means providing stormwater collection service for domestic use, including residential and commercial, and irrigation services for domestic use, including residential and commercial.

F. “Public Improvement” means any capital improvement, maintenance, or repair that is undertaken by or on behalf of the City and is funded by the City (either directly or indirectly with its own funds or with other public monies obtained by the City), including but not limited to any capital improvement within the City’s adopted Transportation Improvement Plan or Capital Facilities Plan.

Section 2. Grant of Right to Use Franchise Area

A. Subject to the terms and conditions stated in this Franchise, the City grants to the Franchisee general permission to enter, use, and occupy the public ways within the Franchise Area, located within the incorporated area of the City. Franchisee may locate the Franchisee’s Facilities within the Franchise Area subject to all applicable laws, regulations, and permit conditions.

B. The Franchisee is authorized to install, remove, construct, operate, maintain, relocate, upgrade, replace, restore, and repair Franchisee's Facilities to provide Franchisee Services in the Franchise Area.

C. This Franchise does not authorize the use of the Franchise Area for any facilities or services other than Franchisee Facilities and Franchisee Services, and it extends no rights or privilege relative to any facilities or services of any type, including Franchisee Facilities and Franchisee Services, on public or private property elsewhere within the City.

D. This Franchise is non-exclusive and does not prohibit the City from entering into other agreements, including other franchise agreements, impacting the Franchise Area, for any purpose that does not interfere with Franchisee's rights under this Franchise.

E. Except as explicitly set forth in this Franchise, this Franchise does not waive any rights the City has or may acquire with respect to the Franchise Area or any other City roads, public ways, or property. This Franchise will be subject to the power of eminent domain, and in any proceeding under eminent domain, the Franchisee acknowledges its use of the Franchise Area shall have no value.

F. The City reserves the right to change, regrade, relocate, abandon, or vacate any public way within the Franchise Area. If, at any time during the term of this Franchise, the City vacates any portion of the Franchise Area containing Franchisee Facilities, the City may reserve an easement for public utilities within that vacated portion, pursuant to RCW 35.79.030, within which the Franchisee may continue to operate any existing Franchisee Facilities under the terms of this Franchise for the remaining period set forth under Section 4.

G. The Franchisee agrees that its use of Franchise Area shall at all times be subordinated to and subject to the City and the public's need for municipal infrastructure, travel, and access to the Franchise Area, except as may be otherwise required by law.

Section 3. Notice

A. Written notices to the Parties shall be sent by a nationally recognized overnight courier or by certified mail to the following addresses unless a different address is designated in writing and delivered to the other Party. Any such notice shall become effective upon receipt by certified mail, confirmed delivery by overnight courier, or the date stamped received by the Party. Any communication made by e-mail or similar method will not constitute notice pursuant to this Franchise, except in case of emergency notification.

City: Public Works Department
City of Cle Elum
119 W 1st Street
Cle Elum, WA 98922
Telephone: (509) 674-5126
mbailey@cleelum.gov

with a copy to: City Clerk
City of Cle Elum
119 W 1st Street
Cle Elum, WA 98922

Franchisee: Pine Ranch Community Association
17404 Meridian E. Suite F PMB 171,
Puyallup, WA 98375
c/

with a copy to: TNHC Washington, LLC
c/o Jaden Storedahl
1700 NW Gilman Blvd., Suite 220,
Issaquah, WA 98027

B. Any changes to the above-stated Franchisee information shall be sent to the City's Right-of-Way Specialist, Public Works Department, with copies to the City Clerk, referencing the title of this Franchise.

C. Any changes to the above-stated City information shall be sent to [insert contact], referencing the title of this Franchise.

D. The above-stated Franchisee voice telephone numbers shall be staffed at least during normal business hours, Pacific time zone. The City may contact Franchisee at the following number for emergency or other needs outside of normal business hours of the Franchisee: [253-848-1947; ext. 112].

Section 4. Term of Franchise

A. This Franchise shall run for a period of twenty (20) years, from the date of Franchise Acceptance as described in Section 5 of this Franchise.

B. Automatic Extension. If the Franchisee fails to formally apply for a new franchise agreement prior to the expiration of this Franchise's term or any

extension thereof, this Franchise automatically continues month to month until a new franchise agreement is applied for and approved under the then current process or until either Party gives written notice at least one hundred and eighty (180) calendar days in advance of intent to cancel this Franchise. Franchisee shall be responsible for paying applicable fees for month-to-month Franchise status per the City Fee Schedule in effect at the time the Agreement goes into month-to-month status.

Section 5. Acceptance of Franchise

A. This Franchise will not become effective until Franchisee files with the City Clerk (1) the Statement of Acceptance (Exhibit "A"), (2) all verifications of insurance coverage specified under Section 15, and (3) payment of any outstanding application fees required in the City Fee Schedule. These three items will collectively be the "Franchise Acceptance." The date that such Franchise Acceptance is filed with the City Clerk will be the effective date of this Franchise.

B. If the Franchisee fails to file the Franchise Acceptance with the City Clerk within thirty (30) calendar days after the effective date of the ordinance approving the Franchise as described in Section 26 of this Franchise, the City's grant of the Franchise will be null and void.

Section 6. Construction and Maintenance

A. The Franchisee shall apply for, obtain, and comply with the terms of all permits required under applicable law for any work done within the City. Franchisee will comply with all applicable City, State, and Federal codes, rules, regulations, and orders in undertaking such work.

B. Franchisee agrees to coordinate its activities with the City and all other utilities located within the public way within which Franchisee is undertaking its activity.

C. The City expressly reserves the right to prescribe how and where Franchisee's Facilities will be installed within the public way and may require the removal, relocation, and/or replacement thereof in the public interest and safety at the expense of the Franchisee.

D. Franchisee's Facilities shall be constructed, installed, maintained, and repaired within the Franchise Area so as to provide safety of persons and property, and not interfere with the free passage of traffic, all in accordance with the laws of the State of Washington, and the ordinances, resolutions, rules, and regulations of the City.

E. Before beginning any work within the public way, the Franchisee will comply with the One Number Locator provisions of Chapter 19.122 RCW to identify existing utility infrastructure.

F. Tree Trimming. Upon prior written approval of the City the Franchisee shall have the authority to trim trees upon and overhanging streets, public ways, and places in the Franchise Area so as to prevent the branches of such trees from coming in physical contact with the Franchisee's Facilities. Franchisee shall be responsible for debris removal from such activities. If such debris is not removed within twenty-four (24) hours, the City may, at its sole discretion, remove such debris and charge the Franchisee for the cost thereof. This Section does not, in any instance, grant automatic authority to clear vegetation for purposes of providing a clear path for radio signals. Any such general vegetation clearing will require other permits as necessary from the City.

G. Franchisee shall not discharge any stormwater into the City's sewer or stormwater system and shall not in any way cause a violation of the City's NPDES permit or any other City permit.

Section 7. Repair and Restorations

A. If the City Engineer determines that Franchisee's Facilities or Franchisee's construction, maintenance, repair, relocation, or replacement of facilities within the Franchise Area is the cause of damage, degradation, failure, or substandard condition of a Street, during the term of this Franchise, the City will notify Franchisee in writing and Franchisee will repair or replace the subject Street in accordance with City Engineering Design Standards and subject to applicable permits, within ninety (90) calendar days of the City's notification unless granted additional time by the City Engineer. If the City determines the subject Street condition poses an immediate threat to health, safety, vital traffic operations, property, or critical areas, Section 8 shall apply.

B. For purposes of this Section, "Street" shall mean all City owned improvements within a public way, including, but not limited to, the following: pavement, sidewalks, curbing, above and below-ground utility facilities, traffic control devices, landscape areas, and vegetation in unopened rights-of-way.

Section 8. Emergency Repair Work

A. In the event of an emergency, the Franchisee may commence repair and emergency response work as required under the circumstances. The Franchisee will notify the City telephonically during normal business hours (509) 674-5126 and during non-business hours (509) 260-1246 as promptly as possible, before such repair or emergency work commences, and in writing as soon

thereafter as possible. Such notification shall include the Franchisee's emergency contact phone number for corresponding response activity.

B. The City may commence emergency response work, at any time, without prior written notice to the Franchisee, but will notify the Franchisee, in writing, as promptly as possible under the circumstances. Franchisee will reimburse the City for the City's actual cost of performing emergency response work.

Section 9. Damages to City and Third-Party Property

Franchisee agrees that if any of its actions, or the actions of any person, agent, or contractor acting on behalf of the Franchisee under this Franchise impairs or damages any City property, survey monument, or property owned by a third-party, Franchisee will restore, at its own cost and expense, the property to a safe condition. Upon returning the property to a safe condition, the property shall then be returned to the condition it was in immediately prior to being damaged (if the safe condition of the property is not the same as that which existed prior to damage). All repair work shall be performed and completed to the satisfaction of the City Engineer.

Section 10. Location Preference

A. Any structure, equipment, appurtenance, or tangible property of a utility or other franchisee, other than the Franchisee's, which was installed, constructed, completed or in place prior in time to Franchisee's application for a permit to construct or repair Franchisee's Facilities under this Franchise shall have preference as to positioning and location with respect to the Franchisee's Facilities. However, to the extent that the Franchisee's Facilities are completed and installed before another utility or other franchisee's submittal of a permit for new or additional structures, equipment, appurtenances, or tangible property, then the Franchisee's Facilities will have priority. These rules governing preference shall continue when relocating or changing the grade of any City road or public way. A relocating utility or franchisee will not cause the relocation of another utility or franchisee that otherwise would not require relocation. This Section will not apply to any City facilities or utilities that may in the future require the relocation of Franchisee's Facilities. Such relocations will be governed by Section 11.

B. When constructing new Franchisee Facilities, or replacing or reconstructing Franchisee Facilities, Franchisee shall maintain minimum underground separation requirements from all City water, sanitary sewer, and storm water facilities in accordance with the City Engineering Design and Construction Standards; provided, that for development of new areas, the City, in consultation with Franchisee and other utility purveyors or authorized users of the

Franchise Area, will develop and follow the City's determination of guidelines and procedures for determining specific utility locations, subject additionally to this agreement.

Section 11. Relocation of Franchisee Facilities

A. Whenever the City causes a Public Improvement to be constructed within the Franchise Area, and such Public Improvement requires the relocation of Franchisee Facilities within the Franchise Area (for purposes other than those described in Section 11.B below):

1. The City shall provide Franchisee with written notice requesting such relocation, along with review plans and/or other detailed document(s) for the Public Improvement that are sufficiently complete as determined by the City Engineer to allow for Franchisee's initial evaluation and coordination of the relocation. The City shall provide the Franchisee with the City's anticipated construction schedule and the date, either before or during the construction of the Public Improvement, the City requires the Franchisee to complete the relocation. If the Franchisee desires clarification, alternatives to relocation, or a relocation schedule that varies from that provided by the City, the Franchisee will provide written request to the City within fourteen (14) calendar days of receiving the relocation notice from the City and then Section 11.A.2 shall apply to the relocation, otherwise, the Franchisee agrees to conduct the relocation as required by the City and Section 11.A.2 shall not apply to the relocation.

2. Subject to the notice requirement of Section 11.A.1, the City and Franchisee shall discuss relocation requirements and schedule, and jointly identify and define the project requirements, schedule, and timeframe of relocation that the Parties agree shall govern the relocation. The Parties will document the mutual agreement of these terms in writing. Except as approved otherwise in writing by the City, in no case shall the Franchisee's relocation be completed more than 180 calendar days after initial notification by the City.

3. Franchisee shall relocate such Franchisee Facilities within the Franchise Area, at no charge to the City and in accordance with the relocation schedule required by the City or otherwise mutually agreed upon by the Parties per Section 11.A.2.

B. Whenever (1) any public or private development within the Franchise Area, other than a Public Improvement, requires the relocation of Franchisee Facilities within the Franchise Area to accommodate such development; or (2) the City requires the relocation of Franchisee Facilities within the Franchise Area for

the benefit of any person or entity other than the City (including, without limitation, any conditions or requirement imposed by the City on such person or entity pursuant to any contract or in conjunction with approvals or permits for zoning, land use, construction or development), then in such event, Franchisee shall have the right as a condition of such relocation, to require such developer, person or entity to make payment to Franchisee, at a time and upon terms acceptable to Franchisee, for any and all costs and expenses incurred by Franchisee in connection with such relocation of Franchisee Facilities.

C. Subject to the terms of this Section 11 and consistent with Section 14 and to the maximum extent provided by applicable law, Franchisee shall reimburse the City for any costs, expenses, and/or damages incurred as a result of (1) The Franchisee not providing the City accurate or sufficient location or other information regarding Franchise Facilities during design or construction of the Public Improvement, or (2) Franchisee's delay in meeting the mutually-established schedule for the relocation work required to accommodate a Public Improvement to the extent the delay is directly caused by Franchisee's breach of its obligations under this Section 11 with respect to the relocation of Franchise Facilities in accordance with the mutually established schedule for the relocation work.

D. Nothing in this Section 11 shall require Franchisee to bear any cost or expense in connection with the location or relocation of any Franchise Facilities then existing pursuant to easement or such other rights not derived from this Franchise.

E. In the event that a conflict with Franchise Facilities is discovered during construction of a Public Improvement, Section 11.A.2 shall apply except that in no case shall the Franchisee's relocation be completed more than 7 calendar days after the conflict discovery and notification by the City, except as agreed upon otherwise by the City. Additionally, any and all costs associated with the conflict shall be subject to Section 11.C.

Section 12. Abandonment and/or Removal of Franchise Facilities

A. Within one hundred and eighty (180) calendar days of Franchisee's permanent cessation of use of any portion of the Franchise Facilities, the Franchisee will, at the City's discretion, either abandon in place or remove the affected Franchise Facilities.

B. Franchisee may ask the City in writing to abandon, in whole or in part, all or any part of the Franchise Facilities. Any plan for abandonment of Franchise Facilities must be approved in writing by the City.

C. The Parties expressly agree that this Section will survive the expiration, revocation, or termination of this Franchise.

Section 13. Franchisee Information

A. Franchisee agrees to supply, at no cost to the City, any information requested by the City that the City determines is necessary to coordinate municipal functions with Franchisee's activities and fulfill any municipal obligations under state law. Said information will include, at a minimum, as-built drawings of Franchisee's Facilities, installation inventory, and maps and plans showing the location of existing or planned Franchisee Facilities within the City. Said information may be requested either in hard copy or electronic format, compatible with the City's database system, including the City's Geographic Information System (GIS) database. Franchisee will keep the City informed of its long-range plans for coordination with the City's long-range plans.

B. The Parties understand that Chapter 42.56 RCW and other applicable law may require public disclosure of information given to the City or Franchisee.

Section 14. Indemnification and Hold Harmless

A. Franchisee shall defend, indemnify, and hold harmless the City, its officers, officials, employees, and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of Franchisee's acts, errors, or omissions, or from the conduct of Franchisee's business, or from any activity, work, or thing done, permitted, or suffered by Franchisee arising from or in connection with this Franchise, except only such injury or damage as shall have been occasioned by the sole negligence of the City.

However, should a court of competent jurisdiction determine that this Franchise is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Franchisee and the City, its officers, officials, employees, and volunteers, the Franchisee's liability hereunder shall be only to the extent of the Franchisee's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Franchisee's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties. The provisions of this Section shall survive the expiration or termination of this Franchise.

B. The Franchisee will hold the City harmless from any liability arising out of or in connection with any damage or loss to the Franchisee's Facilities caused by maintenance and/or construction work performed by, or on behalf of, the City within the Franchise Area or any other City road, public way, or other property, except to the extent any such damage or loss is directly caused by the negligence of the City, or its agent performing such work.

C. The Franchisee acknowledges that neither the City nor any other public agency with responsibility for firefighting, emergency rescue, public safety, or similar duties within the City has the capability to provide trench, close trench, or confined space rescue. The Franchisee, and its agents, assigns, successors, or contractors, will make such arrangements as Franchisee deems fit for the provision of such services. The Franchisee will hold the City harmless from any liability arising out of or in connection with any damage or loss to the Franchisee for the City's failure or inability to provide such services, and, pursuant to the terms of Section 14.A., the Franchisee will indemnify the City against any and all third-party costs, claims, injuries, damages, losses, suits, or liabilities based on the City's failure or inability to provide such services.

D. The Franchisee shall be solely and completely responsible to perform all work related to this Franchise in compliance with all applicable law. The Franchisee's attention is directed to the requirements of the Washington Industrial Safety and Health Act, Chapter 49.17 RCW. The Franchisee shall be solely and completely responsible for safety and safety conditions on its job sites and for its work within the Franchise Area, including the safety of all persons and property during performance of any works therein. The services of the City or City's consultant personnel in conducting construction review of the Franchisee's work relating to the Franchise is not intended to include review of the adequacy of the Franchisee's work methods, equipment, scaffolding, or trenching, or safety measures in, on or near such job site within the public way. The Franchisee shall provide safe access for the City and its inspectors to adequately inspect the work and its conformance with applicable law and the Franchise.

E. Indemnification for Relocation. Franchisee will defend, indemnify, and hold the City harmless for any damages, claims, additional costs, or reasonable expenses and attorneys' fees, including contractor construction delay damages, assessed against or payable by the City and arising out of or resulting from Franchisee's negligence or willful misconduct contributing to Franchisee's failure to remove, adjust, or relocate any of its Franchisee Facilities in the public way in accordance with any relocation required by the City pursuant to this Franchise, provided that Franchisee will not be liable under this Section if Franchisee's failure to remove, adjust, or relocate any of its facilities is the result of a Force Majeure Event.

Section 15. Insurance

A. The Franchisee shall procure and maintain for the duration of this Franchise and as long as Franchisee has Franchisee Facilities in the Franchise Area, insurance against claims for injuries to persons or damage to property which may arise from or in connection with this Franchise.

B. No Limitation. The Franchisee's maintenance of insurance as required by this Franchise shall not be construed to limit the liability of the Franchisee to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance. The Franchisee shall obtain insurance of the types and coverage described below:

1. Commercial General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, pollution liability, and liability assumed under an insured contract. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Franchisee's Commercial General Liability insurance policy with respect this Franchise.

2. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as ISO form CA 00 01.

3. Contractors Pollution Liability insurance shall be in effect throughout the entire Franchise covering losses caused by pollution conditions that arise from the operations of the Franchisee. Contractors Pollution Liability shall cover bodily injury, property damage, cleanup costs and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims.

4. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

5. Excess or Umbrella Liability insurance shall be excess over and at least as broad in coverage as the Franchisee's Commercial General Liability and Automobile Liability insurance. The City shall be named as an additional insured on the Franchisee's Excess or Umbrella Liability insurance policy.

D. Minimum Amounts of Insurance. The Franchisee shall maintain insurance that meets or exceeds the following limits:

1. Commercial General Liability insurance shall be written with limits no less than \$5,000,000 each occurrence, \$5,000,000 general aggregate.

2. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$5,000,000 per accident.

3. Contractors Pollution Liability insurance shall be written in an amount of at least \$2,000,000 per loss, with an annual aggregate of at least \$2,000,000.

4. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington and employer's liability insurance with limits of not less than \$1,000,000.

5. Excess or Umbrella Liability insurance shall be written with limits of not less than \$5,000,000 per occurrence and annual aggregate. The Excess or Umbrella Liability requirement and limits may be satisfied instead through Franchisee's Commercial General Liability and Automobile Liability insurance, or any combination thereof that achieves the overall required limits.

E. Other Insurance Provisions. Franchisee's Commercial General Liability, Automobile Liability, Excess or Umbrella Liability, Contractors Pollution Liability insurance policy or policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect to the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Franchisee's insurance and shall not contribute with it.

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

G. Subcontractors. The Franchisee shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Franchisee-provided insurance as set forth herein, including limits no less than what is required of Franchisee under this Franchise. The Franchisee shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 26.

H. Verification of Coverage. The Franchisee shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of this Franchise. Upon request by the City, the Franchisee shall furnish certified copies of all required insurance policies, including endorsements, required in this Franchise and evidence of all subcontractors' coverage.

I. Notice of Cancellation. Franchisee shall provide the City with written notice of any policy cancellation within five (5) calendar days of their receipt of such notice.

J. Failure to Maintain Insurance. Failure on the part of the Franchisee to maintain the insurance as required shall constitute a material breach of this Franchise, upon which the City may, after giving five (5) calendar days' written notice to the Franchisee to correct the breach, terminate the Franchise.

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

L. Franchisee – Self-Insurance. Franchisee will have the right to self-insure any or all of the above-required insurance. Any such self-insurance is subject to approval by the City. If the Franchisee is self-insured or becomes self-insured during the term of the Franchise, Franchisee or its affiliated parent entity shall comply with the following: (1) Franchisee shall submit a letter to the City stating which of the above required insurance provisions in this Section 15 Franchisee proposes to self-insure; (2) provide the City, upon request, a copy of Franchisee's or its parent company's most recent audited financial statements, if such financial statements are not otherwise publicly available; (3) Franchisee or its parent company is responsible for all payments within the self-insured retention; and (4) Franchisee assumes all defense and indemnity obligations as outlined in Section 14.

Section 16. Financial Security

A. Franchisee shall provide a performance bond in the amount of fifty thousand dollars (\$50,000) to ensure the faithful performance of its responsibilities under this Franchise and applicable law, including, by way of example and not

limitation, its obligations to relocate and remove its Franchise Facilities. The performance bond shall be in a standard industry form. Franchisee shall pay all premiums or costs associated with maintaining the bond and shall keep the same in full force and effect at all times.

B. The bond shall not be canceled or materially altered so as to be out of compliance with the requirements of this Section without forty-five (45) days' written notice first being given to the City. If the bond is canceled or materially altered so as to be out of compliance with the requirements of this Section within the term of this Franchise, Franchisee shall provide a replacement bond.

C. After the giving of notice by the City to Franchisee, and expiration of any applicable cure period, the performance bond may be drawn upon by the City for purposes that include, but are not limited to the following:

1. Failure of Franchisee to pay the City sums due under the terms of this Franchise;
2. Reimbursement of costs borne by the City to correct Franchise violations not corrected by Franchisee; and
3. Damages assessed against Franchisee as provided in this Franchise.

D. The City shall give Franchisee written notice of any withdrawal under this Section upon such withdrawal. Within ten (10) days following receipt of such notice, Franchisee shall restore and replenish the performance bond to the amount required under this Franchise. Franchisee's maintenance of the performance bond shall not be construed to excuse unfaithful performance by Franchisee or limit the liability of Franchisee to the amount of the performance bond or otherwise limit the City's recourse to any other remedy available at law or in equity.

E. Franchisee shall have the right to appeal to the City Council for reimbursement in the event Franchisee believes that the performance bond was drawn upon improperly. After a determination by the City Council, Franchisee shall also have the right to judicial appeal if Franchisee believes the performance bond has not been properly drawn upon in accordance with this Franchise. Any funds the City erroneously or wrongfully withdraws from the performance bond shall be returned to Franchisee with interest, from the date of withdrawal at a rate equal to the prime rate of interest as quoted in The Wall Street Journal on the date the City withdrew funds from the performance bond until the date the City returns the funds to Franchisee.

Section 17. Successors and Assignees

A. All the provisions, conditions, regulations, and requirements contained in this Franchise are binding upon the successors, assigns of, and independent contractors of the Franchisee, and all rights and privileges, as well as all obligations and liabilities of the Franchisee will inure to its successors, assignees, and contractors equally as if they were specifically mentioned herein wherever the Franchisee is mentioned.

B. This Franchise will not be leased, assigned, or otherwise alienated without the express prior consent of the City by ordinance.

C. Franchisee and any proposed assignee or transferee will provide and certify the following to the City not less than ninety (90) calendar days prior to the proposed date of transfer: (1) Complete information setting forth the nature, term and conditions of the proposed assignment or transfer; (2) All information required by the City of an applicant for a Franchise with respect to the proposed assignee or transferee; and, (3) An application fee in the amount established by the City's fee schedule, plus any other costs actually and reasonably incurred by the City in processing and investigating the proposed assignment or transfer.

D. Before the City's consideration of a request by Franchisee to consent to a Franchise assignment or transfer, the proposed Assignee or Transferee will file with the City a written promise to unconditionally accept all terms of the Franchise, effective upon such transfer or assignment of the Franchise. The City is under no obligation to undertake any investigation of the transferor's state of compliance and failure of the City to insist on full compliance before transfer does not waive any right to insist on full compliance thereafter.

Section 18. Dispute Resolution

A. In the event of a dispute between the City and the Franchisee arising by reason of this Franchise, the dispute will first be referred to the operational officers or representatives designated by City and Franchisee to have oversight over the administration of this Franchise. The officers or representatives will meet within thirty (30) calendar days of either Party's request for a meeting, whichever request is first, and the Parties will make a good faith effort to achieve a resolution of the dispute.

B. If the parties fail to achieve a resolution of the dispute in this manner, either Party may then pursue any available judicial remedies. This Franchise will be governed by and construed in accordance with the laws of the State of Washington. If any suit, arbitration, or other proceeding is instituted to enforce any term of this Franchise, the Parties specifically understand and agree that venue will be exclusively in Kittitas County, Washington.

Section 19. Enforcement and Remedies

A. If the Franchisee willfully violates or fails to comply with any of the provisions of this Franchise through willful or unreasonable negligence, or fails to comply with any notice given to Franchisee under the provisions of this Franchise, the City may, at its discretion, provide Franchisee with written notice to cure the breach within thirty (30) calendar days of notification. If the City determines the breach cannot be cured within thirty (30) calendar days, the City may specify a longer cure period, and condition the extension of time on Franchisee's submittal of a plan to cure the breach within the specified period, commencement of work within the original thirty (30) calendar day cure period, and diligent prosecution of the work to completion. If the breach is not cured within the specified time, or the Franchisee does not comply with the specified conditions, the City may, at its discretion, either (1) revoke the Franchise with no further notification, or (2) impose liquidated damages of Five Hundred Dollars (\$500.00) per day for every day after the expiration of the cure period that the breach is not cured. The Parties agree that the actual damages to the City from Franchisee failing to cure are not easily calculated and agree that the liquidated damages amount are a reasonable forecast of just compensation.

B. If the City determines that Franchisee is acting beyond the scope of permission granted in this Franchise for Franchisee Facilities and Franchisee Services, the City reserves the right to cancel this Franchise and require the Franchisee to apply for, obtain, and comply with all applicable City permits, franchises, or other City permissions for such actions, and if the Franchisee's actions are not allowed under applicable federal, state, or City laws, to compel Franchisee to cease those actions.

C. If Franchisee fails to substantially comply with any one or more of the provisions of this Franchise, Franchisee agrees to be responsible for any damages the City suffers as a result of Franchisee's failure (including, but not limited to: City staff time, material and equipment costs, compensation or indemnification of third parties, the cost of removal or abandonment of Franchisee Facilities, and any penalties or fines the City incurs due to Franchisee's failure to substantially comply).

Section 20. Compliance with Laws and Regulations

A. This Franchise is subject to, and the Franchisee will comply with all applicable federal, state, and City laws, regulations, and policies (including all applicable elements of the City's comprehensive plan), in conformance with federal laws and regulations, affecting performance under this Franchise. The Franchisee will be subject to the police power of the City to adopt and enforce general

ordinances necessary to protect the safety and welfare of the general public in relation to the rights granted in the Franchise Area.

B. The City reserves the right at any time to amend this Franchise to conform to any federal or state statute or regulation relating to the public health, safety, and welfare, or relating to roadway regulation, or a City Ordinance enacted pursuant to such federal or state statute or regulation enacted, amended, or adopted after the effective date of this Franchise if it provides Franchisee with thirty (30) calendar days written notice of its action setting forth the full text of the amendment and identifying the statute, regulation, or ordinance requiring the amendment. The amendment will become automatically effective on expiration of the notice period unless, before expiration of that period, the Franchisee makes a written call for negotiations over the terms of the amendment. If the Parties do not reach agreement as to the terms of the amendment within thirty (30) calendar days of the call for negotiations, the City may enact the proposed amendment, by incorporating the Franchisee's concerns to the maximum extent the City deems possible.

C. The City may terminate this Franchise upon thirty (30) calendar days written notice to the Franchisee if the Franchisee fails to comply with such amendment or modification.

Section 21. License, Tax and Other Charges

A. The City reserves the right to impose, to the extent authorized by law, a utility tax on the Franchisee and/or to charge the Franchisee a reasonable fee for services provided or rights granted under this Franchise.

B. The Franchisee agrees that it shall be subject to all authority now or later possessed by the City or any other governing body having competent jurisdiction to fix just, reasonable, and compensatory rates for services under this Franchise.

C. This Franchise will not exempt the Franchisee from any future license, tax, or charge which the City may adopt if authority is granted to it under state or federal law for revenue or as reimbursement for use and occupancy of the Franchise Area.

Section 22. Consequential Damages Limitation

Notwithstanding any other provision of this Franchise, in no event will either Party be liable for any incidental, indirect, punitive, reliance, consequential, or similar damages.

Section 23. Severability

If any portion of this Franchise is deemed invalid, the remainder portions will remain in effect, unless doing so will deny a party valuable consideration.

Section 24. Titles

The Section titles are for reference only and should not be used for the purpose of interpreting this Franchise.

Section 25. Implementation

The Mayor is authorized to implement those administrative procedures necessary to carry out the directions of this legislation.

Section 26. Effective Date

This Ordinance will take effect and be in force five (5) calendar days from and after its passage, approval, and publication as provided by law.

INTRODUCED: _____

PASSED: _____

APPROVED: _____

MATTHEW LUNDH, MAYOR

ATTEST:

APPROVED AS TO FORM:

Erica Krum, City Clerk
Attorney

Curtis J. Chambers, City

Published: _____

EXHIBIT "A"

STATEMENT OF ACCEPTANCE

Pine Ranch Community Association, a Washington State nonprofit corporation, for itself, its successors and assigns, hereby accepts and agrees to be bound by all lawful terms, conditions and provisions of the Franchise attached hereto and incorporated herein by this reference.

Franchisee Name: _____

Address: _____

City, State, Zip: _____

By: _____
Signature

Date: _____

Name: _____
Print

Title: _____

STATE OF _____)
)ss.
COUNTY OF _____)

On this ____ day of _____, 20__, before me the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared, _____ of _____, the company that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the date hereinabove set forth.

Signature

NOTARY PUBLIC in and for the State of _____, residing at _____

MY COMMISSION EXPIRES: _____

PINE RANCH DIVISION 1, PHASE 1

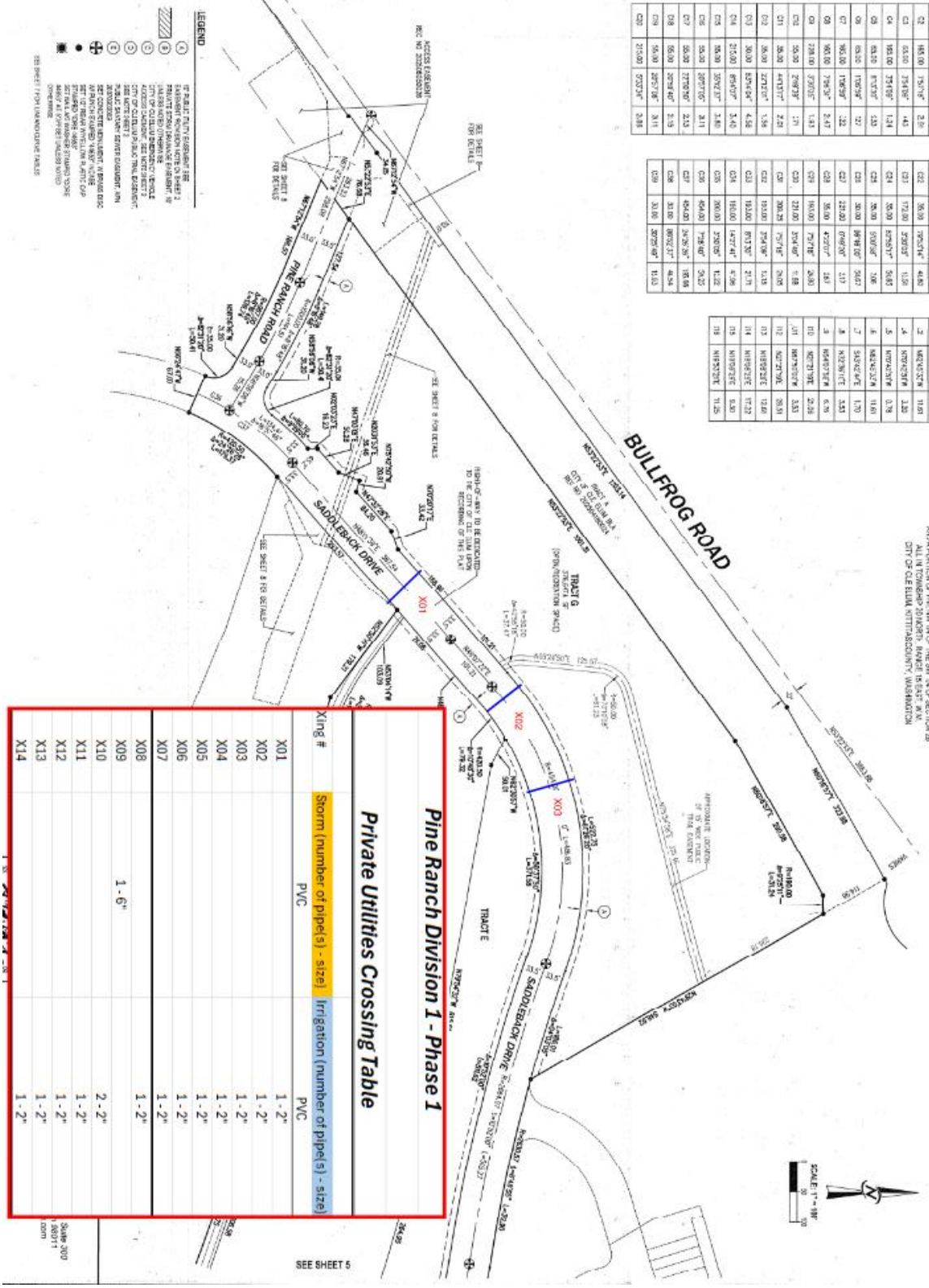
A PORTION OF THE SE 1/4 AND SW 1/4 OF THE NE 1/4
AND A PORTION OF THE NE 1/4 AND SW 1/4 OF THE SE 1/4 OF SECTION 18
AND A PORTION OF THE SW 1/4 OF THE SE 1/4 OF SECTION 28
ALL IN TOWNSHIP 20 NORTH, RANGE 16 EAST, N.M.
COUNTY OF CLAY, WYOMING

VOL. PG
14 / 144

LINE #	BEARING	LENGTH
1	N 89°52'37" E	3.20
2	N 89°52'37" E	11.01
3	N 89°52'37" E	1.20
4	N 89°52'37" E	0.78
5	N 89°52'37" E	11.25

LINE #	BEARING	LENGTH
1	N 89°52'37" E	3.20
2	N 89°52'37" E	11.01
3	N 89°52'37" E	1.20
4	N 89°52'37" E	0.78
5	N 89°52'37" E	11.25

LINE #	BEARING	LENGTH
1	N 89°52'37" E	3.20
2	N 89°52'37" E	11.01
3	N 89°52'37" E	1.20
4	N 89°52'37" E	0.78
5	N 89°52'37" E	11.25



Private Utilities Crossing Table		
Line #	Storm (number of pipe(s) - size)	Irrigation (number of pipe(s) - size)
X01	1 - 2"	1 - 2"
X02	1 - 2"	1 - 2"
X03	1 - 2"	1 - 2"
X04	1 - 2"	1 - 2"
X05	1 - 2"	1 - 2"
X06	1 - 2"	1 - 2"
X07	1 - 2"	1 - 2"
X08	1 - 6"	1 - 2"
X09	1 - 6"	1 - 2"
X10	1 - 6"	1 - 2"
X11	1 - 2"	1 - 2"
X12	1 - 2"	1 - 2"
X13	1 - 2"	1 - 2"
X14	1 - 2"	1 - 2"

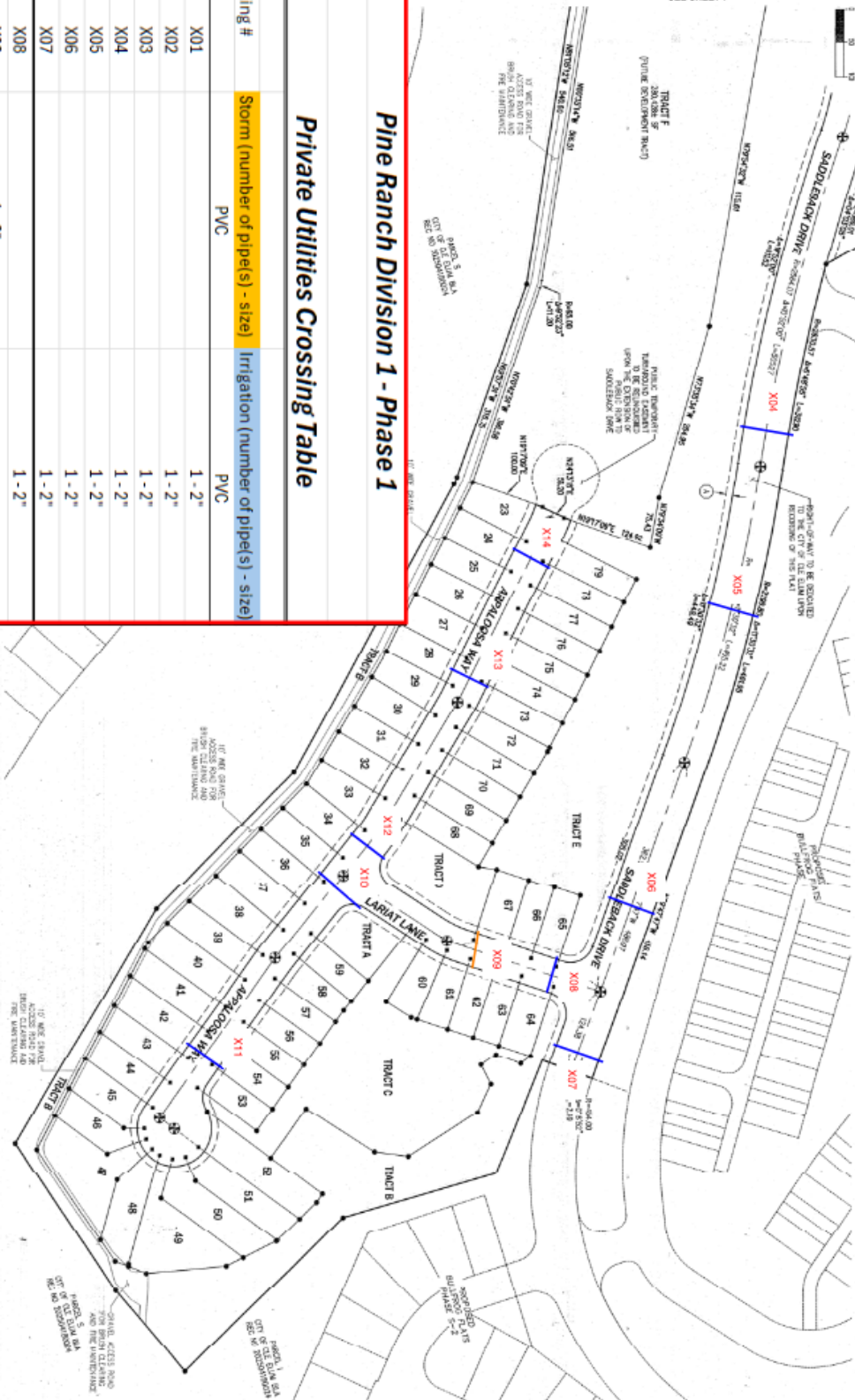
Ordinance No. 1732
July 28, 2026 and August 11, 2026
Franchise Agreement No. FA-2026-003
Page 22 of 26

PINE RANCH DIVISION 1, PHASE 1

A PLAT COMMUNITY
A PORTION OF THE SE 1/4 AND SW 1/4 OF THE NE 1/4
AND A PORTION OF THE SE 1/4 AND NW 1/4 OF THE SE 1/4 OF SECTION 26,
AND A PORTION OF THE SW 1/4 OF THE NW 1/4
ALL IN TOWNSHIP 20 NORTH RANGE 15 WEST
COUNTY OF CLATSOP, OREGON



SEE SHEET 7



Pine Ranch Division 1 - Phase 1

Private Utilities Crossing Table

Xing #	Storm (number of pipe(s) - size)	Irrigation (number of pipe(s) - size)
	PVC	PVC
X01	1-2"	1-2"
X02	1-2"	1-2"
X03	1-2"	1-2"
X04	1-2"	1-2"
X05	1-2"	1-2"
X06	1-2"	1-2"
X07	1-2"	1-2"
X08	1-2"	1-2"
X09	1-6"	
X10	2-2"	
X11	1-2"	
X12	1-2"	
X13	1-2"	
X14	1-2"	



COREY
DESIGN

JOB NO. 242R

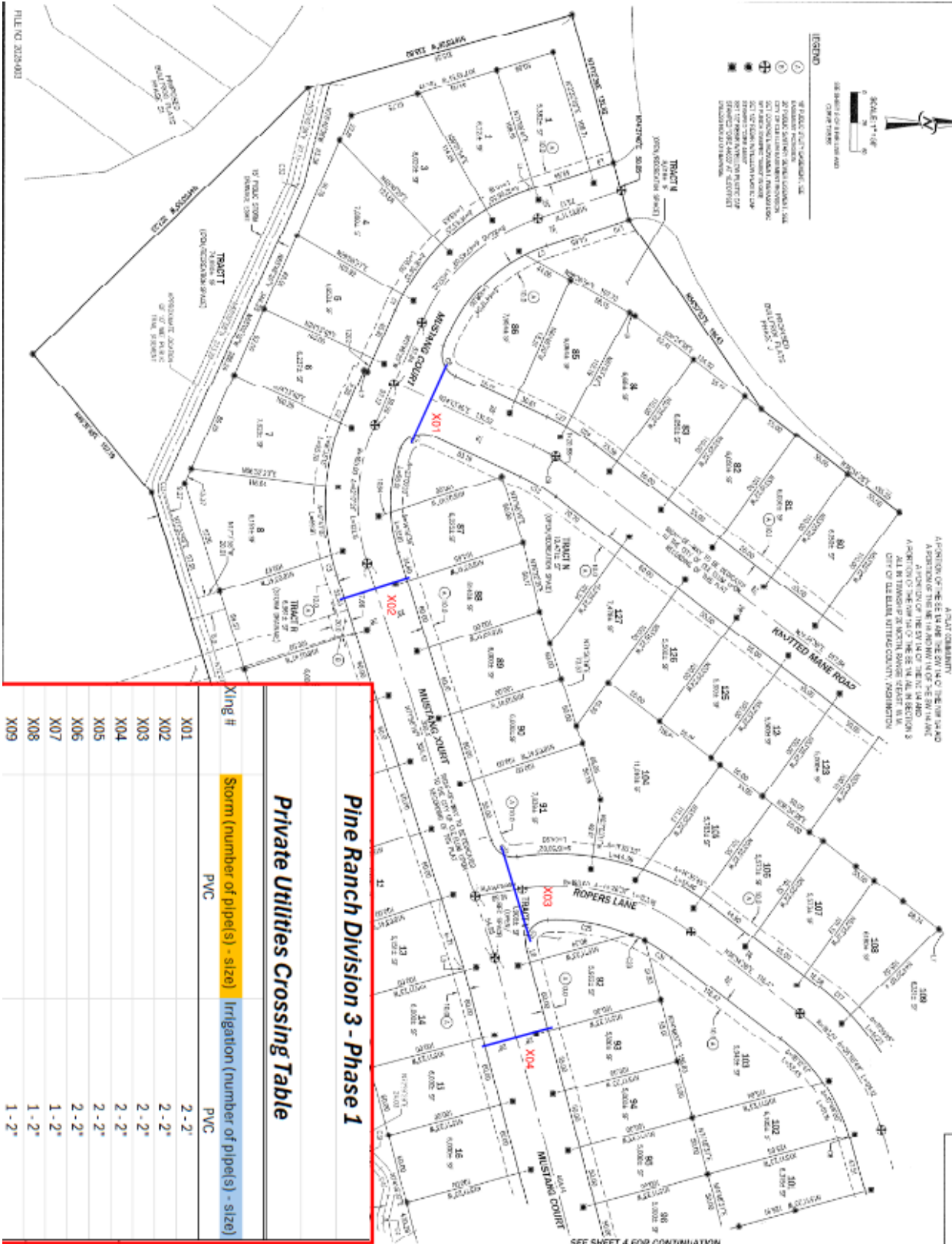
SHEET 6 OF 1

A FLAT COMMUNITY
A PORTION OF THE NE 1/4 AND THE NW 1/4 OF THE NE 1/4 OF SECTION 28,
AND A PORTION OF THE NW 1/4, SW 1/4 AND THE SE 1/4 OF THE NW 1/4 AND
THE NW 1/4 AND THE NE 1/4 OF THE SW 1/4 OF SECTION 28
ALL IN TOWNSHIP 20 NORTH, RANGE 15 EAST, WM.
CITY OF CLETON, HITCHCOCK COUNTY, OKLAHOMA



PINE RANCH DIVISION 3, PHASE 1

VOL. 1 PG.



Ordinance No. 1732
 July 28, 2026 and August 11, 2026
 Franchise Agreement No. FA-2026-003
 Page 25 of 26

Vol. / Pg.

SPADLEBACK
TIVE

X07
PORT-25-907 TO BE DATED 10/10
TO THE CITY OF THE COUNCIL
TO THE CITY OF THE COUNCIL



Page 46 of 97

CITY OF CLE ELUM

AGENDA STAFF REPORT

AGENDA DATE: July 28, 2026

ACTION REQUESTED: Authorization for the Mayor to Execute Material Testing Contracts

BACKGROUND: The City of Cle Elum received federal funding for construction of the following projects: 1) Signalized Intersection Safety Improvements at W First St and Hartwig Blvd. (Fed. Aid #HSIP-000S(717)), and 2). First St and Oakes Ave Resurfacing (Fed. Aid #STBGR-Z919(004)).

As part of the construction, material testing is required to be performed. Federal funding regulations require material testing for these projects to be procured separately rather than as a subconsultant to the contractor.

Each of the federally-funded projects referenced above provide funding within the federal grants (and match funds for the STBG project) for the material testing services.

INTERACTION: The material testing procurement and contract development was prepared by City staff in coordination with HLA Engineering and Land Surveying, Inc, and in compliance with WSDOT LAG manual requirements.

RECOMMENDATION: Authorize the Mayor to execute the attached material testing Local Agency contract documents necessary to perform the required material testing for the subject projects.

HANDLING: City Administration

ATTACHMENTS: Local Agency Professional Services Negotiated Hourly Rate Consultant Agreement for each of the subject projects

LEAD STAFF: Mathew Bailey, Public Works Director
Brad Cooper, Project Manager, HLA

Local Agency Professional Services Negotiated Hourly Rate Consultant Agreement

Agreement Number:

Does this Require DES filing? ☐ Yes ☐ No

Firm/Organization Legal Name (do not use dba's):			
Address		Federal Aid Number	
UBI Number		Federal TIN	
Execution Date		Completion Date	
1099 Form Required ☐ Yes ☐ No		Federal Participation ☐ Yes ☐ No	
Project Title			
Description of Work			
☐ Yes %	☐ No DBE Participation	Maximum Amount Payable:	
☐ Yes %	☐ No MBE Participation		
☐ Yes %	☐ No WBE Participation		
☐ Yes %	☐ No SBE Participation		

Index of Exhibits

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

Agreement Number:

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

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

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

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

I. General Description of Work

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

II. Scope of Work

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

III. General Requirements

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

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

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

Agreement Number:

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

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

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

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

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

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

If to AGENCY:			If to CONSULTANT:		
Name:			Name:		
Agency:			Agency:		
Address:			Address:		
City:	State:	Zip:	City:	State:	Zip:
Email:			Email:		
Phone:			Phone:		
Facsimile:			Facsimile:		

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. This AGREEMENT may require filing with the Department of Enterprise Services (DES) pursuant to RCW 39.26.140. If such approval is required by DES, this AGREEMENT shall not bind the AGENCY until approved by DES. If the AGREEMENT must be approved by DES, work cannot begin, nor payment made until ten (10) or more working days following the date of filing, and until approved by DES. Any subsequent SUPPLEMENTAL AGREEMENT may also be subject to filing and/or approval from DES. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT titled “Completion Date.”

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

Agreement Number:

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov).

- A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fee (Profit). The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits “D” and “E” attached hereto and by reference made part of this AGREEMENT. These negotiated hourly rates will be accepted based on a review of the CONSULTANT’s direct labor rates and indirect cost rate computations and agreed upon fee. The accepted negotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgment, to 180 days following the CONSULTANT’s fiscal year end (FYE) date.

The direct (raw) labor rates and classifications, as shown on Exhibits “D” and “E” shall be subject to renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT’s FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits “D” and “E”, will remain in effect for the twelve (12) month period.

Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgement between the parties. Such final written acknowledgement shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the direct (raw) labor rates and classifications, the AGENCY shall perform an audit of the CONSULTANT’s books and records to determine the CONSULTANT’s actual costs. The audit findings will establish the direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period.

The fee as identified in Exhibits “D” and “E” shall represent a value to be applied throughout the life of the AGREEMENT.

The CONSULTANT shall submit annually to the AGENCY an updated indirect cost rate within 180 days of the close of its fiscal year. An approved updated indirect cost rate shall be included in the current fiscal year rates under this AGREEMENT, even if/when other components of the hourly rate are not renegotiated. These rates will be applicable for the twelve (12) month period. At the AGENCY’s option, a provisional and/or conditional indirect cost rate may be negotiated. This provisional or conditional indirect rate shall remain in effect until the updated indirect cost rate is completed and approved. Indirect cost rate costs incurred during the provisional or conditional period will not be adjusted. The CONSULTANT may request an extension of the last approved indirect cost rate for the twelve (12) month period. These requests for provisional indirect cost rate and/or extension will be considered on a case-by-case basis, and if granted, will be memorialized in a final written acknowledgement.

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fee (profit) percentage. The CONSULTANT shall bill each employee’s actual classification, and actual salary plus indirect cost rate plus fee.

Agreement Number:

- B. **Direct Non-Salary Costs:** Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT'S Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for direct non-salary costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.
- C. **Maximum Amount Payable:** The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- D. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. The monthly billings shall be supported by detailed statements for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- E. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.
- The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per the WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings.
- F. **Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

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

Agreement Number:

VI. Sub-Contracting

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

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

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

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

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

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

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

VII. Employment and Organizational Conflict of Interest

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

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen’s Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT’s employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

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

Agreement Number:

VIII. Nondiscrimination

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

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

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

IX. Termination of Agreement

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

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

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

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

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

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

Agreement Number:

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

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

X. Changes of Work

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

XI. Disputes

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

XII. Legal Relations

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

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE), the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT

Agreement Number:

to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and/or the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and/or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or the AGENCY, its agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and/or the AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

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

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

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

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

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

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

Agreement Number:

Insurance Coverage

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

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

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

Name:
Agency:
Address:
City: State: Zip:
Email:
Phone:
Facsimile:

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

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

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

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

Agreement Number:

XIII. Extra Work

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

XIV. Endorsement of Plans

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

XV. Federal Review

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

XVI. Certification of the Consultant and the AGENCY

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

XVII. Complete Agreement

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

Agreement Number:

XVIII. Execution and Acceptance

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

XIX. Protection of Confidential Information

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

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

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

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

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

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

Agreement Number:

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

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

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

XIX. Records Maintenance

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

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENT 's, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbings, recordings, visual displays, photographs, minutes of meetings, tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

Agreement Number:

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

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

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

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

Signature

Date

Signature

Date

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

Agreement Number:

Exhibit A Scope of Work

Project No.

Agreement Number:

Allwest Testing and Engineering, Inc. (CONSULTANT)

1. Provide project management and administration services throughout project duration
2. Perform sampling and testing activities for aggregate, cast-in-place concrete, and hot-mix asphalt (HMA). CONSULTANT shall provide all labor, equipment, and materials to collect samples, appropriately transport samples, perform testing (laboratory or field), and communicate results. It is anticipated that the CONSULTANT will collect samples and perform the following tests:
 - Up to one (1) Proctor tests for aggregate
 - Up to one (1) sieve analysis for aggregate
 - Up to one (1) theoretical maximum specific gravity (Rice) test for HMA
 - Up to one (1) gradation/oil content test for HMA
 - Perform HMA density testing
3. Provide documentation of test results to CITY in .pdf format or other acceptable format

Agreement Number:

Exhibit C

Preparation and Delivery of Electronic Engineering and Other Data

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

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

B. Roadway Design Files

C. Computer Aided Drafting Files

Agreement Number:

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

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

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

Agreement Number:

II. Any Other Electronic Files to Be Provided

III. Methods to Electronically Exchange Data

A. Agency Software Suite

B. Electronic Messaging System

C. File Transfers Format

Exhibit D
Prime Consultant Cost Computations

Agreement Number:



Exhibit D-1: Cost Proposal

GEOTECHNICAL | ENVIRONMENTAL
MATERIALS TESTING | SPECIAL INSPECTION

AN EMPLOYEE-OWNED COMPANY

Construction Materials Testing Unit Fee Schedule Services

Description	Est Hours / Units	Unit Rate	Est. Fee
City of Cle Elum - Materials Testing STBG Project June 4, 2026			
Soil, Earthwork, and Aggregate			
In-place Density Testing, per hour	15	\$89.62	\$1,344.30
Moisture Density Relationship (Proctor), each	2	\$295.00	\$590.00
Sieve Analysis, each	2	\$265.00	\$530.00
Technician Mileage, Per Mile	840	\$1.10	\$924.00
SUBTOTAL			\$3,388.30
Cast-In-Place Concrete			
Concrete Testing, per hour	0	\$89.62	\$0.00
Concrete Sample pick up, per hour	0	\$89.62	\$0.00
Compressive Strength test per cylinder	0	\$35.00	\$0.00
Rebar Inspection/Epoxy, per hour	0	\$89.62	\$0.00
Technician Mileage, per mile	0	\$1.10	\$0.00
SUBTOTAL *Charges for sample retrieval may be reduced if samples can be collected while on-site for other activities.			\$0.00
HMA Testing			
Technician for HMA Density, per hour	40	\$89.62	\$3,584.80
Theoretical Maximum Specific Gravity (Rice), each	3	\$265.00	\$795.00
Extraction Gradation/ Oil Content	3	\$295.00	\$885.00
Technician Mileage, per mile	840	\$1.10	\$924.00
SUBTOTAL			\$6,188.80
Project Management / Clerical			
Project Manager, per hour	0	\$159.32	\$0.00
Clerical, per hour	0	\$92.93	\$0.00
SUBTOTAL			
Total Not to Exceed Proposal (estimate based on client/engineer estimate for testing)		\$9,577.10	
Overtime Technician, per hour		1.5 X Hourly Rate	
Holiday/Weekend Technician, per hour		2 X Hourly Rate	

6416 W Okanogan, Kennewick, Washington 99336 • Phone: (509) 870-0187

Kennewick, WA • Hayden, ID • Lewiston, ID • Meridian, ID • Spokane Valley, WA • Missoula, MT

www.allwesttesting.com



**Washington State
Department of Transportation**

Exhibit D-2: Approved ICR

Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

December 1, 2025

Allwest Testing & Engineering, Inc
690 W Capstone Ct
Hayden, ID 83835

Subject: Acceptance FYE 2024 ICR – CPA Report

Dear Julie Cronnelly:

We have accepted your firm's FYE 2024 Indirect Cost Rate (ICR) of 216.91% of direct labor (rate includes 2.07% Facilities Capital Cost of Money) based on the "Independent CPA Report" prepared by Markham & Associates, PC. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 704-6397** or via email consultanrates@wsdot.wa.gov.

Regards,

Schatzie Harvey

Schatzie Harvey (Dec 1, 2025 07:47:13 PST)

SCHATZIE HARVEY, CPA
Contract Services Manager

SH: kb

Page 72 of 97

Exhibit E

Sub-consultant Cost Computations

There isn't any sub-consultant participation at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

Agreement Number:

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, ***(Title of Modal Operating Administration)***, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
[Include Modal Operating Administration specific program requirements.]
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. ***[Include Modal Operating Administration specific program requirements.]***
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the ***(Title of Modal Operating Administration)*** to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the ***(Title of Modal Operating Administration)***, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the ***(Title of Modal Operating Administration)*** may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the ***(Title of Modal Operating Administration)*** may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Exhibit G

Certification Documents

Exhibit G-1(a) Certification of Consultant

Exhibit G-1(b) Certification of Agency Official

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

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

~~Exhibit G-4 Certificate of Current Cost or Pricing Data~~

Agreement Number:

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
whose address is

and that neither the above firm nor I have:

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

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

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

Exhibit G-1(b) Certification of

I hereby certify that I am the:

☐

☐ Other

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

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

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

Signature

Date

Agreement Number:

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

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

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

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

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

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

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

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

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

~~Exhibit G-4 Certificate of Current Cost or Pricing Data~~

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

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

~~Firm:~~

Signature

Title

Date of Execution***:

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

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

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

Agreement Number:

Exhibit H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

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

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

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

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

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

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

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

Notes: Cost of added insurance requirements: \$

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

Agreement Number:

Exhibit I

Alleged Consultant Design Error Procedures

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

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

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

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

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

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

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

Step 4 Attempt to Resolve Alleged Design Error with Consultant

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

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

Agreement Number:

Step 5 Forward Documents to Local Programs

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

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

Agreement Number:

Exhibit J

Consultant Claim Procedures

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

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

Step 1 Consultant Files a Claim with the Agency Project Manager

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

The consultant's claim must outline the following:

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

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

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

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

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

Agreement Number:

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

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

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

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

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

Step 5 Informing Consultant of Decision Regarding the Claim

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

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

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

Agreement Number:

**AGENDA STAFF
REPORT**

AGENDA DATE: July 28, 2026

ACTION REQUESTED: Approve Resolution No. 2026-026 Declaring Approximately Fifty (50) Telephone Poles and Milled Timber Logs as Surplus Property

BACKGROUND: The City has approximately fifty (50) telephone poles and milled timber logs that have been stored for several years with the intent of eventually milling or repurposing them for City projects. During recent evaluation, Public Works staff determined that the materials have significantly deteriorated due to prolonged exposure to the weather.

The logs and poles exhibit extensive weather checking, rot, and other signs of deterioration that make them unsuitable for milling into usable lumber or for structural or aesthetic use in future City projects. Because of their condition, the materials no longer have practical value to the City and continued storage provides no operational benefit.

RECOMMENDATION: Staff recommends that the City Council adopt Resolution No. 2026-026 declaring approximately fifty (50) City-owned telephone poles and milled timber logs as surplus property.

ATTACHMENTS: Resolution 2026-026

LEAD STAFF: Mathew Bailey

CITY OF CLE ELUM
WASHINGTON
RESOLUTION NO. 2026-026

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLE ELUM,
WASHINGTON, DECLARING APPROXIMATELY FIFTY (50) CITY-OWNED
TELEPHONE POLES AND MILLED TIMBERS TO BE SURPLUS PROPERTY AND
AUTHORIZING THEIR DISPOSAL.**

WHEREAS the City of Cle Elum owns approximately fifty (50) telephone poles and milled timber logs that are no longer suitable for municipal purposes; and

WHEREAS these materials have been inspected by City staff and determined to be weathered, rotten, and extensively weather checked due to prolonged exposure to the elements; and

WHEREAS, because of their condition, the materials are unsuitable for milling into usable lumber, structural use, or incorporation into future City projects; and

WHEREAS, the City Council finds that these materials have no practical value for future municipal use and that continued storage serves no public purpose while occupying City property;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Cle Elum as follows:

1. The City Council hereby declares approximately fifty (50) City-owned telephone poles and milled timber logs to be surplus property.
2. The Public Works Director, or their designee, are authorized to dispose of the surplus materials in the manner determined to be in the best interest of the City
3. If any proceeds are received from the salvage or disposal of these materials, such proceeds shall be deposited into the appropriate City fund in accordance with City financial policies.
4. This Resolution shall become effective immediately upon its adoption.

Passed by the City Council and approved by the Mayor on the 28th day of July 2026.

CITY OF CLE ELUM

Matthew Lundh, Mayor

ATTEST/AUTHENTICATED:

City Clerk

Approved as to form:

Curtis Chambers, City Attorney

Filed with the City Clerk: 07/28/2026
Resolution No: 2026-026

Passed by the City Council:
Date Posted:

CITY OF CLE ELUM

AGENDA STAFF REPORT

AGENDA DATE: July 28, 2026

ACTION REQUESTED: Authorization for the Mayor to Execute Commerce Permit Process Improvement Grant Letter of Commitment

BACKGROUND: The Washington State Department of Commerce is currently accepting applications for its Permit Process Improvement Grant Program, which provides funding to help local governments improve permitting processes, increase staff capacity, and support housing development.

As part of the application, Commerce requires a Letter of Commitment signed by the Mayor confirming the City's support for the application and its commitment to completing the proposed project if grant funding is awarded.

The proposed project would provide funding for technology, software, equipment, and staff training to improve the City's permitting process and increase its ability to keep pace with ongoing residential growth and development activity in Cle Elum.

INTERACTION: The grant application was prepared by HLA Engineering and Land Surveying, Inc. in coordination with City staff.

RECOMMENDATION: Authorize the Mayor to execute the attached Letter of Commitment and any associated grant application documents necessary to submit the City's Permit Process Improvement Grant application to the Washington State Department of Commerce.

HANDLING: City Administration

ATTACHMENTS: Letter of Commitment

LEAD STAFF: Rob Omans, City Administrator
Colleda Monick, Senior Planner, HLA

City of Cle Elum

119 West First Street
Cle Elum, WA 98922



Phone: (509) 674-2262

Fax: (509) 674-4097

www.cleelum.gov

July 30, 2026

Washington State Department of Commerce
Growth Management Services

RE: FY27 Permit Review Process Update Grant – Letter of Commitment

To Whom It May Concern:

I, Matthew Lundh, Mayor of the City of Cle Elum, authorize the City of Cle Elum to propose the attached Scope of Work and Budget Request for grant funding related to permit review process update grant funding.

The City is committed to improving our permit review processes to reduce residential permit review timelines, improve the customer experience, and support the timely delivery of housing. We understand these funds are solely for the improvement of our permitting review processes.

Cle Elum is experiencing extraordinary residential growth, with approximately 2,478 approved or actively proposed housing units in various stages of review and construction, much of it associated with long-planned master-planned communities that are now advancing through the City's permitting process. To keep pace with this unprecedented development pipeline, the City must modernize its permitting processes, remove unnecessary barriers to housing, and improve staff efficiency.

The City's primary barriers to reducing permit review timelines include limited digital plan review capabilities, and the need for additional staff capacity. Through this grant, the City will expand digital and field technology, and invest in staff cross-training and professional certification to increase available review capacity, improve flexibility, and support more efficient permit processing.

The City is prepared to begin work immediately upon award and is committed to successfully completing the proposed scope of work within the grant period. Thank you for your consideration of our application and your continued investment in improving local permitting processes.

Sincerely,

Matthew Lundh
Mayor
City of Cle Elum

SCOPE OF WORK

Grant Objective: Improve residential permit review timelines and the permit applicant experience by modernizing permitting technology, expanding digital plan review capabilities, and increasing staff review capacity through cross-training and professional certification.			
Steps/Deliverables	Description	Start Date	End Date
Action 1 – Modernize Permit Technology	Implement new technology and software to improve permit intake, plan review, field inspections, and permit issuance.	August 2026	December 2026
Step 1.1	Procure an iPlanTable workstation, touchscreen monitor, large-format printer/scanner, iPad, Bluebeam and Adobe software	August 2026	December 2026
Step 1.2	Install, configure, and integrate equipment and software into the City's permit review workflow.	September 2026	November 2026
Step 1.3	Train staff on digital plan review, electronic document management, and mobile field inspection technology; maintain training attendance records and implementation notes.	October 2026	November 2026
Deliverable 1	Installed and operational permit technology, including hardware and software, with procurement documentation, implementation summary, training records, and supporting invoices submitted for reimbursement.		December 2026
Action 2 – Expand Staff Review Capacity	Increase the City's ability to process permits by expanding staff qualifications and cross-training.	September 2026	May 2027
Step 2.1	Complete ICC Building Residential Inspector certification for the Permit Technician and retain certification documentation.	September 2026	April 2027
Step 2.2	Complete Water Distribution certification training for Public Works staff and retain training and certification records.	September 2026	May 2027
Step 2.3	Cross-train staff on permit review procedures, software, and digital workflows; document training activities and lessons learned.	November 2026	May 2027
Deliverable 2	Completed staff certifications and cross-training activities, supported by attendance records, certification documentation, training materials, and a brief implementation summary.		May 15, 2027
Action 3 – Implement and Complete Permit Process Improvements	Fully implement the updated permit review process and document completed improvements.	December 2026	June 2027
Step 3.1	Transition to new digital permit review workflow for residential permits.	December 2026	June 2027
Step 3.2	Evaluate the updated permit review process, document implemented improvements and operational efficiencies, update standard	January 2027	June 2027

	operating procedures, and prepare a final grant summary report.		
Deliverable 3	Final implementation report summarizing completed permit process improvements, technology deployment, staff training, updated procedures, and measurable outcomes, with supporting documentation for grant closeout.		June 15, 2027

BUDGET

Deliverable	Amount
Deliverable 1 – Modernized Digital Permit Review System	\$20,500
iPlanTable workstation with touchscreen monitor	\$8,000
Large-format printer/scanner with starter supplies	\$8,000
Bluebeam Revu & Adobe Acrobat (3-year licenses)	\$2,500
iPad with rugged case and mobile service	\$2,000
Deliverable 2 – Expanded Staff Capacity Through Training & Certification	\$15,000
ICC Residential Building Inspector Certification	\$3,000
Water Distribution Certifications and staff cross-training	\$12,000
Deliverable 3 – Complete Permit Process Implementation	City Staff
Process implementation, workflow integration, performance evaluation, and final documentation	In-Kind
Total Grant Request	\$35,500

CITY OF CLE ELUM
City Administration

**AGENDA STAFF
REPORT**

AGENDA DATE: July 28, 2026

ACTION REQUESTED: Motion to approve the updated City Clerk job description and authorize staff to recruit and hire for the position.

BACKGROUND: With the recent vacancy in the City Clerk position, staff have updated the City Clerk job description. This action does not create a new position; it simply updates the existing job description to reflect the current duties and responsibilities of the position.

The revised job description was reviewed by the General Government Committee, which recommended forwarding it to the City Council for consideration. Because the City Clerk is a represented union position, the updated job description has also been reviewed by the union.

RECOMMENDATION: Approve the updated City Clerk job description and authorize staff to recruit and hire for the position.

ATTACHMENTS: 'Red Line' City Clerk Job Description

LEAD STAFF: Robert Omans



City of Cle Elum

POSITION DESCRIPTION
JULY 2026

POSITION TITLE: CITY CLERK

REPORTS TO: Reports directly to the ~~Finance Director~~ Assistant City Administrator under the guidance of State and City regulations and procedures. Also maintains a close working relationship with other city personnel.

SALARY RANGE: \$ 40.44 - \$ 49.16 per Hour

STATUS: Full Time

AFFILIATION: Union

WORKWEEK BASIS: 40

JOB SUMMARY: The City Clerk manages and records activities and decisions of the City Council and maintains official City records; coordinates assigned activities with other departments within the City and other outside agencies; and provides administrative support ~~to the City Administrator, Mayor and City Council~~. This position requires a high degree of independent judgment, leadership, initiative and discretion.

CITY CLERK ESSENTIAL JOB FUNCTIONS:

1. Prepare and distribute agendas and support materials for City Council and other meetings as needed; compose and issue public legal notices in compliance with state law. Publish notices and maintain official City records for Council and other meetings. Attend meetings and record minutes; follow up on action items as necessary.
2. ~~Maintains accurate up-to-date filing of City ordinances, agreements, resolutions and minutes of City Council and committees; sign and certify official City documents.~~ Serve as custodian of official City records and public documents; maintain filing system for official City records; manage records program (including destruction of records) for the City assuring compliance with legal requirements and disclosure regulations; maintain inventory of records within the City.
3. Ensure City agreements, contracts, and other legal documents are signed and recorded, associated records and documents are obtained, and public notices and ordinances are published.
4. Serves as the City's Election Official; administers Oath of Office; facilitates training of City officials; works closely with Kittitas County Elections Department; and maintains custody of official City seal.
5. ~~Receives and coordinates responses to all records requests; assist with city liability insurance; and process claims against the city.~~ Respond to public records requests and inquiries from citizens, civic groups and other agencies, and provide information accordingly. Communicate with City officials, City Attorney, City departments, citizens, advisory boards and commissions, and outside agencies, performing research and providing information as required.
- 5-6. Serves as the liaison with the insurance pool. Accepts claims for damages and other legal process papers. Maintains the City's property and auto schedule, ensuring information is accurate and up to date. Ensures incident reports and other claims paperwork are completed.

- 6.7. Maintain and organize records for state audits; report monthly and quarterly to the State Department of Revenue; administer the Records Retention and Storage program; Pangrazi award program; and assist public works with the six-year street program.
- 7.8. Process lodging tax grant requests, including attending committee meetings, compiling and maintaining required documentation, preparing local and state reports, and processing payment requests.
9. Act as the city's Cemetery Sexton – maintaining records; meeting with the public; performing on-site survey measurements; and coordinating cemetery activities.
- 8.10. Perform general administrative duties for the administrative staff as well as perform backup duties and responsibilities to the City's front counter.
- 9.11. Provide backup and cross-train with the Finance Director when needed.
- 10.12. Performs other duties and responsibilities as required or assigned.

NECESSARY KNOWLEDGE AND ABILITIES:

Knowledge of:

- Operational characteristics, services and activities of a City Clerk's Office.
- Principles, practices and methods of municipal government and organizations.
- BARS – governmental Baseline Accounting and Reporting System.
- Rules and regulations governing local municipal elections.
- Applications and implementation of computer systems.

Ability to:

- Maintain a high level of customer service in all interactions with the public.
- Establish, evaluate and implement administrative/operational policies, practices and procedures.
- Maintain confidential data and information.
- Perform at a level commensurate with length of service and produce a quality product in a timely and efficient manner. complete assigned work accurately within required time frames.
- Coordinate functions and activities between departments and outside agencies.
- Prepare and analyze complex reports.
- Communicate effectively and persuasively in both oral and written form.
- Analyze and solve problems using good judgment in making decisions.

MINIMUM QUALIFICATIONS:

- Associate degree in office management, business, communications, government, or related field (experience may substitute degree).
- At least 4 years' experience working for a governmental municipality. At least (4) years of relevant professional experience in government, public administration, or a similar organizational environment.
- Certified Municipal Clerk (CMC) designation must be obtained within 2 the first years of hire.
- Valid Washington State Driver's License.

COMPENSATION AND BENEFITS:

Wage Range:	\$ 40.44 to \$ 49.16 per Hour	Benefits:	Medical / Dental / Vision Holidays / Vacation / Sick Leave \$214 VEBA per Month Many others
Incentive Pay:	Longevity		

PHYSICAL DEMANDS AND WORKING CONDITIONS:

Typically work is performed in a private office located in a moderately noise office environment of City Hall. Work may occasionally be performed with exposure to inclement weather including temperature extremes and windy/dusty conditions will occur. Must have the ability to sit, stand, walk, climb, stoop, kneel, crouch, bend, crawl, grasp; use hands to finger, handle, feel or operate objects, tools or controls; and reach with arms and legs.

The work schedule is generally maintained during normal office hours, but may include early, evening or weekend hours as required. Attendance at night meetings may be required, and meeting project deadlines may require working more than forty hours per week.

NOTICE:

The above position description does not include ALL essential and non-essential duties of this job. All employees with disabilities are encouraged to contact the personnel department to review and discuss the essential and non-essential functions of the job. An employee with a disability can evaluate the job in greater detail to determine if the essential functions can be performed safely with or without reasonable accommodations.

The City of Cle Elum is an Equal Opportunity employer.