

CITY ADMINISTRATOR
ROBERT OMANS

CITY CLERK
DEBBIE LEE

CITY TREASURER
ROBIN NEWCOMB

PUBLIC WORKS

POLICE CHIEF
RICH ALBO

FIRE CHIEF
ED MILLS

PLANNER

City Council
Agenda
May 14, 2024
6:00 PM



119 W FIRST STREET
CLE ELUM, WA 98922

MAYOR
MATTHEW LUNDH

MAYOR PRO TEM
STEVEN HARPER

CITY COUNCIL
JOHN GLONDO
BETH WILLIAMS
JERRED WEIS
KEN RATLIFF
STEVEN COOK
AUDREY MALEK

CITY ATTORNEY
ALEXANDRA KENYON

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

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

TextMyGov Receive city text alert notifications: 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

a. May 14, 2024 Sign In Sheet

2. Public Comment – Limited to 5 Minutes

3. Announcements, Appointments, Awards & Recognition

a. Volunteer Appreciation Proclamation May 2024 - Mayor Lundh

b. Building Safety Month Proclamation May 2024 - Rob Omans

4. Approval of Meeting Agenda

5. Consent Agenda

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

a. Approve the Study Session Minutes Dated April 23, 2024

b. Approve the City Council Meeting Minutes Dated April 23, 2024

c. Approve the Payroll Vouchers Dated May 5, 2024, \$268,949.18 - As Approved by the General Government Committee

d. Approve Accounts Payable Vouchers Dated May 14, 2024, \$918,967.53 - As Approved by the General Government Committee

6. Staff Reports

City Council Agenda

May 14, 2024

119 W FIRST STREET
CLE ELUM, WA 98922

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

- a. City Administrator - Rob Omans
- b. Planning Department - Colleda Monick HLA
- c. Public Works - Aaron Barr
- d. Police Chief - Rich Albo
- e. Fire Chief - Ed Mills
- f. Veolia - William LaRue

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

- a. Boys & Girls Club - Ann Leichleiter
- b. Hanson Pond Update Kittitas Conservation Trust/Interfluve - Mel Babik/Pollyanna Lind
- c. Kittitas County Fire Adaptive Communities - Tony Craven

8. **Business Requiring Public Hearings**

- a. Clifton Right of Way Vacation - Colleda Monick

9. **Unfinished Business**

- a. Senior Center Funding Discussion - General Government Committee
- b. Upper Kittitas County Community Rec Center 2024 Lodging Tax Application - Lodging Tax & Event Committee

10. **New Business**

- a. Pump Shaft Replacement - William LaRue
- b. Task Order 2024-004 Update Design and Construction Standards - Ben Annen HLA
- c. Second Street Pathway Phase No. 1 TIB Construction Services - Ben Annen HLA
- d. 2nd Street Multi-Use Pathway - Construction Services - TIB Consultant Agreement - Ben Annen HLA
- e. Progress Estimate No. 7 Ascent Foundations & More Second Street & Rossetti Way Water Main Improvements - Ben Annen HLA
- f. Ordinance 1670 - Changes to the CEMC 15.04.030 (as attached) and the adoption of the 2021 Building Code - Rob Omans
- g. Public Works Signs 2024 Lodging Tax Application - Lodging Tax & Events Committee
- h. 2024-013 Resolution Public Works Surplus Equipment May 2024

11. **Report of Committees**

- a. Lodging Tax & Event Committee
 - Skate Park - Lodging Tax
 - Upper Kittitas County Senior Center Dinner Theater - 2024 Lodging Tax Application

12. **Councilmember Comments - Limited to 5 Minutes**

City Council Agenda May 14, 2024

119 W FIRST STREET
CLE ELUM, WA 98922

13. **Mayor's Report**
14. **Adjournment by Motion**

Upcoming Meetings:

Next Regular Council Meeting: May 28, 2024 @ 6:00 p.m.

Planning Commission Meeting: June 4, 2024 @ 6:00 p.m.

General Government Committee Meeting: May 22, 2024 @ 8:30 a.m.

Lodging Tax & Events Committee Meeting: June 10, 2024 @ 8:30 a.m.

Public Safety & Health Committee Meeting: May 21, 2024 @ 1:00 p.m.

Public Works & Community Development Committee Meeting: June 6, 2024 @ 12:00 p.m.

City of Cle Elum Regular Council Meeting and Public Hearing

May 14, 2024, 6:00 p.m.

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

Please sign in:

Name	Address	PLEASE PROVIDE EMAIL ADDRESS IF YOU WANT COUNCIL'S RECOMMENDATION MAILED TO YOU
Ann Leichter	P.O. Box 1167 Kittitas WA 98934	ann@bngelb.org cots
Ann Leichter	PO Box 428 Roslyn WA	
Mel Bobik	631 Prairie Rd Cle Elum	

VOLUNTEER APPRECIATION PROCLAMATION

WHEREAS, one of our community's most valuable resources is the commitment of our residents and businesses to service and volunteerism; and

WHEREAS, volunteer service is integral in addressing local and national issues and an effective strategy to unite our community and help address our most critical needs; and

WHEREAS, by helping others, volunteers also help themselves by learning new skills, expanding their professional networks, connecting with neighbors, and experiencing satisfaction from serving a larger cause; and

WHEREAS, the City of Cle Elum helps carry on our long tradition of promoting volunteerism by providing opportunities for people of all ages to improve their communities through service; and

WHEREAS, we believe it is important to recognize the impact of volunteer service and the power of volunteers to make our community stronger, more prosperous, and ready for the future; and

WHEREAS, the volunteer interim board of the UKCSC Centennial Center is a shining example of service and volunteerism in our community, and we appreciate everyone who celebrated their contributions to our community and presentation of the Washington Volunteer Service Award for the South Central region on behalf of the Governor's Office and Serve Washington; and

WHEREAS, we encourage everyone to follow their example and make service a part of your daily life by seeking out opportunities to serve, such as joining Cle Elum's Volunteer Fire Department, participating in parks and trail beautification efforts, assisting one of our many service organizations, or joining one of our city advisory boards or commissions.

NOW, THEREFORE, I, Matthew Lundh, Mayor, of the City of Cle Elum, do hereby proclaim the month of May 2024 as

Volunteer Appreciation Month

in Cle Elum. On behalf of the city, we urge everyone to join me in celebrating the many people and organizations who make a positive difference in our community.

Signed this 14th day of May 2024.

Matthew Lundh, Mayor





Proclamation

Building Safety Month — May 2024

Whereas our (City, Town, County, State) is committed to recognizing that our growth and strength depends on the safety and essential role our homes, buildings and infrastructure play, both in everyday life and when disasters strike, and;

Whereas our confidence in the resilience of these buildings that make up our community is achieved through the devotion of vigilant guardians—building safety and fire prevention officials, architects, engineers, builders, tradespeople, design professionals, laborers, plumbers and others in the construction industry—who work year-round to ensure the safe construction of buildings, and;

Whereas these guardians are dedicated members of the International Code Council, a nonprofit that brings together local, state, territorial, tribal and federal officials who are experts in the built environment to create and implement the highest-quality codes to protect us in the buildings where we live, learn, work and play, and;

Whereas these modern building codes include safeguards to protect the public from hazards such as hurricanes, snowstorms, tornadoes, wildland fires, floods and earthquakes, and;

Whereas Building Safety Month is sponsored by the International Code Council to remind the public about the critical role of our communities' largely unknown protectors of public safety—our local code officials—who assure us of safe, sustainable and affordable buildings that are essential to our prosperity, and;

Whereas “Mission Possible,” the theme for Building Safety Month 2024, encourages us all to raise awareness about building safety on a personal, local and global scale, and;

Whereas each year, in observance of Building Safety Month, people all over the world are asked to consider the commitment to improve building safety, resilience and economic investment at home and in the community, and to acknowledge the essential service provided to all of us by local and state building departments, fire prevention bureaus and federal agencies in protecting lives and property.

NOW, THEREFORE, I, Rob Omans, City Administrator of the City of Cle Elum, do hereby proclaim the month of May 2024 as Building Safety Month. Accordingly, I encourage our citizens to join us as we participate in Building Safety Month activities.

Signature

DRAFT

CLE ELUM STUDY SESSION

MINUTES

APRIL 23, 2024

5:00 PM

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

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

John Glondo - Councilmember present
Ken Ratliff - Councilmember present
Beth Williams - Councilmember present
Steven Harper - Councilmember present
Jerred Wies - Councilmember present
Steven Cook - Councilmember present
Audrey Malek - Councilmember present

Matthew Lundh - Mayor
Debbie Lee - Clerk
Robin Newcomb - Finance Director
Rob Omans - City Administrator

2. New Business

Robin Newcomb presented a 1st quarter budget report to the Council. See attached reports.

Sales tax revenue is distributed 10% to the Street Fund and 90% to the General Fund.
Property tax revenue is distributed 20% to the Street Fund and 80% to the General Fund.

Robin stated she would start putting a monthly budget position report and treasurers report on the agenda.

a. 1st Quarter Budget Reports - Finance Director Robin Newcomb

1st Quarter 2024 Budget Reports -

3. Other Committee Comments

4. Adjourn

The Study Session was adjourned at 5:40 p.m.

Study Session Agenda

April 23, 2024

119 W FIRST STREET
CLE ELUM, WA 9922

Matthew Lundh, Mayor

Debbie Lee, Clerk

DRAFT

CLE ELUM CITY COUNCIL

MINUTES

APRIL 23, 2024

6:00 PM

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

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

John Glondo - Councilmember present
Ken Ratliff - Councilmember present
Beth Williams - Councilmember present
Steven Harper - Councilmember present
Jerred Weis - Councilmember present
Steven Cook - Councilmember present
Audrey Malek - Councilmember present

Matthew Lundh - Mayor
Rob Omans - City Administrator
Debbie Lee - Clerk
Aaron Barr - Public Works
Ben Annen - HLA

a. April 23, 2024 Sign-In Sheet

2. Public Comment – Limited to 5 Minutes

No public comment.

3. Announcements, Appointments, Awards & Recognition

a. Arbor Day Proclamation - Mayor Lundh

Mayor Lundh wanted to thank Gary Berndt for organizing the Arbor Day Event. This event will be held Friday, April 26, 2024 @ 12:00 at the City Heights Property/6th Street Park.

Mayor Lundh read the proclamation out loud declaring April 26, 2024, as Arbor Day. There are several elements to Arbor Day. You have the proclamation, an event planned and in the City Municipal Code you will need to have a Tree Board.

4. Approval of Meeting Agenda

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

MOTION CARRIED: 7 yes 0 no.

City Council Agenda

April 23, 2024

119 W FIRST STREET
CLE ELUM, WA 98922

5. Consent Agenda

Councilmember Cook wanted to clarify what "Steven" reported in the Lodging Tax & Event Committee meeting update. Clerk Lee will make the changes to reflect that Councilmember Harper gave the report.

Mayor Lundh informed the Council that if there are small discrepancies like that, the Council can send the Clerk an email or call, and she can make those changes before the meeting.

MOTION: Councilmember Harper made a motion to approve the minutes as amended; seconded by Councilmember Glondo.

MOTION CARRIED: 7 yes 0 no.

- a. Approve The Minutes From The Executive Session Dated April 9, 2024
- b. Approve The Minutes From the Regular Council Meeting Dated April 9, 2024
- c. Approve The Minutes from the Executive Session Dated April 15, 2024
- d. Approve Accounts Payable May 23, 2024 \$1,026,455.91

6. Staff Reports

- a. City Administrator - Rob Omans
See attached report.
- b. Public Works - Aaron Barr
See attached report.

7. Public Appearances – 15-Minute Limit

- a. Cle Elum Downtown Association - Jordan Peterson
See attached report.

City Council Agenda

April 23, 2024

119 W FIRST STREET
CLE ELUM, WA 98922

Jordan reported that the Downtown Association would be having quarterly meetings. Jordan explained that the City of Cle Elum is getting a lot of recognition and appreciates Public Works, the City of Cle Elum and the Chamber. Verizon is also offering some different grants and Jordan will be looking into that.

8. Business Requiring Public Hearings

9. Unfinished Business

a. Rotary Club of Upper Kittitas County Grant Application Cle Elum Skate Park - Melissa Speeg

Melissa stated that they are still waiting to hear if the Skate Park was successful with the RCO Grant. There is a second grant available to the Rotary Club of Upper Kittitas County and the City of Cle Elum would need to be the sponsor and administrator since they are the owners of the property. This application is due May 1, 2024. A resolution would need to go before the Council sometime by July 18, 2024. Councilmember Harper also suggested to the Skate Park Committee that they can apply for Lodging Tax Funds to help get the remaining match money.

See attached presentation.

MOTION: Councilmember Harper made a motion to authorize the Mayor as he sees fit to authorize the grant submission; seconded by Councilmember Ratliff.

MOTION CARRIED: 7 yes 0 no.

10. New Business

a. Second Street & Rossetti Way Water Main Improvement - Ascent Foundations & More Change Order No. 2 - Ben Annen HLA

Ben Annen of HLA stated this change order does not have a dollar amount. It is only adding 13 additional working days due to the amount of leaks that were found in the service lines. This project should be completed by May 2, 2024.

MOTION: Councilmember Harper made a motion to approve the Mayor to sign Change Order No. 2; seconded by Councilmember Glondo.

MOTION CARRIED: 7 yes 0 no.

b. Progress Estimate No. 1 First Street Improvements Phase 3 Downtown Revitalization Active Construction - Ben Annen

City Council Agenda

April 23, 2024

119 W FIRST STREET
CLE ELUM, WA 98922

Ben Annen of HLA informed the Council that this was for demo work, inlet protection, traffic signs and grading. HLA recommends the Council to approve this pay request.

MOTION: Councilmember Ratliff made a motion to approve Progress Estimate No. 1 First Street Improvements Active Construction; seconded by Councilmember Glondo.
MOTION CARRIED: 7 yes 0 no.

c. [HLA Task Order No. 2021-04 Amendment No. 2 Sewer Rate Study - Ben Annen](#)

Ben Annen of HLA explained to the Council that this Task Order Amendment No. 2 on the Sewer Rate Study is to cover the additional costs due to having more meetings and updating the new Council from the previous Council. This project has been in the process since 2021.

Councilmember Harper inquired about how much HLA charges per meeting. It was explained that this is hard to narrow down. It depends on who attends, where the meeting is and if travel time needs to be added. It was thought to be around \$2,000 - \$3,000 per meeting, study session or public hearing.

MOTION: Councilmember Harper made a motion to approve Task Order No 2021-004 Amendment No. 2 Sewer Rate Study; seconded by Councilmember Williams.
MOTION CARRIED: 7 yes 0 no.

11. Report of Committees

Councilmember Cook reported that the Lodging Tax & Event Committee met and approved the 2024 Bicycle Safety Rodeo Event. The Committee also discussed the 3 on 3 basketball tournaments for 2024 with the 3 on 3 organizers, and they agreed to pause the event for 2024 due to the street construction and will start the process earlier for the 2025 3 on 3 tournaments.

12. Councilmember Comments - Limited to 5 Minutes

No comments.

13. Mayor's Report

Mayor Lundh invited the Council and public to attend the Arbor Day Event at 12:00 p.m on Friday, April 26, 2024, at City Heights Park/6th Street Park.

Serve Washington Government is presenting a service award to the volunteer board of the Senior Center at 1:00 p.m. on Friday, April 26, 2024.

May 2, 2024 at 6:00 p.m. AWC is hosting a Small City Connector at Base Camp Books.

There will be a community meeting on May 9, 2024, at 6:00 p.m. to listen to a presentation from HLA regarding the new sewer rate structure and then a question and answer session following the presentation. The City will post this meeting notice on Facebook, the newspaper, website, utility

City Council Agenda

April 23, 2024

119 W FIRST STREET
CLE ELUM, WA 98922

bills and text my gov notifications.

Mayor Lundh reminded the Council that the AWC Annual Conference registration opens June 18, 2024.

14. Adjournment by Motion

MOTION: Councilmember Glondo made a motion to Adjourn at 6:40 p.m.

Matthew Lundh, Mayor

Debbie Lee, Clerk

Payroll

CHECK REGISTER

City Of Cle Elum

Time: 12:52:58 Date: 05/03/2024

04/06/2024 To: 05/03/2024

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1738	04/19/2024	Payroll	1	EFT	Jane Agar	1,200.00	
1739	04/19/2024	Payroll	1	EFT	Virgil D Amick	1,500.00	
1740	04/19/2024	Payroll	1	EFT	Matthew R Anderson	2,000.00	
1741	04/19/2024	Payroll	1	EFT	Aaron G Barr	1,600.00	
1742	04/19/2024	Payroll	1	EFT	John M Butorac	1,900.00	
1743	04/19/2024	Payroll	1	EFT	Audrey M Casassa	1,300.00	
1744	04/19/2024	Payroll	1	EFT	Brian DeFrang	500.00	
1745	04/19/2024	Payroll	1	EFT	Bradley D Helgeson	2,000.00	
1746	04/19/2024	Payroll	1	EFT	Kathryn A Heller	750.00	
1747	04/19/2024	Payroll	1	EFT	Debbie Lee	1,100.00	
1748	04/19/2024	Payroll	1	EFT	David Lindseth	800.00	
1749	04/19/2024	Payroll	1	EFT	Edwin L Mills	2,500.00	
1750	04/19/2024	Payroll	1	EFT	Cheryl J Montgomery	2,000.00	
1751	04/19/2024	Payroll	1	EFT	Robin L Newcomb	3,000.00	
1752	04/19/2024	Payroll	1	EFT	Robert F Omans	2,000.00	
1753	04/19/2024	Payroll	1	EFT	Whitney Prosek	600.00	
1754	04/19/2024	Payroll	1	EFT	Jennifer E Rogers	2,000.00	
1755	04/19/2024	Payroll	1	EFT	Marshall Stewart	1,600.00	
1756	04/19/2024	Payroll	1	EFT	Cody Strohl	2,000.00	
1757	04/19/2024	Payroll	1	EFT	Cornelia J Van Dongen	1,000.00	
1758	04/19/2024	Payroll	1	EFT	Anthony A Venera	2,000.00	
1759	04/19/2024	Payroll	1	EFT	Umpqua Bank	20,000.00	941 payroll taxes for April draw
1992	05/03/2024	Payroll	1	EFT	Jane Agar	1,542.45	
1993	05/03/2024	Payroll	1	EFT	Richard D Albo	7,363.30	
1994	05/03/2024	Payroll	1	EFT	Virgil D Amick	2,235.81	
1995	05/03/2024	Payroll	1	EFT	Matthew R Anderson	3,653.81	
1996	05/03/2024	Payroll	1	EFT	Aaron G Barr	2,766.46	
1997	05/03/2024	Payroll	1	EFT	John M Butorac	1,663.64	
1998	05/03/2024	Payroll	1	EFT	Audrey M Casassa	2,228.73	
1999	05/03/2024	Payroll	1	EFT	Steven Cook	227.56	
2000	05/03/2024	Payroll	1	EFT	Brian DeFrang	5,124.59	
2001	05/03/2024	Payroll	1	EFT	John J Glondo	227.56	
2002	05/03/2024	Payroll	1	EFT	Mark Goodwin	49.87	
2004	05/03/2024	Payroll	1	EFT	Bradley D Helgeson	4,378.96	
2005	05/03/2024	Payroll	1	EFT	Kathryn A Heller	2,600.71	
2006	05/03/2024	Payroll	1	EFT	Nathan J Henderson	126.69	
2007	05/03/2024	Payroll	1	EFT	Alec Johnson	4,646.12	
2008	05/03/2024	Payroll	1	EFT	Craig D Juris	4,287.79	
2009	05/03/2024	Payroll	1	EFT	Jessica T Korich	2,959.21	
2010	05/03/2024	Payroll	1	EFT	Debbie Lee	3,931.70	
2011	05/03/2024	Payroll	1	EFT	David Lindseth	3,162.52	
2013	05/03/2024	Payroll	1	EFT	Matthew Lundh	2,638.29	
2014	05/03/2024	Payroll	1	EFT	Mario M Magnotti	5,505.28	
2015	05/03/2024	Payroll	1	EFT	Audrey Malek	227.56	
2016	05/03/2024	Payroll	1	EFT	Cameron McAllister	1,839.20	
2017	05/03/2024	Payroll	1	EFT	Edwin L Mills	2,338.64	
2018	05/03/2024	Payroll	1	EFT	Cheryl J Montgomery	2,304.89	
2019	05/03/2024	Payroll	1	EFT	Robin L Newcomb	3,688.71	
2020	05/03/2024	Payroll	1	EFT	Robert F Omans	3,585.62	
2021	05/03/2024	Payroll	1	EFT	Casey Orndorff	125.88	
2022	05/03/2024	Payroll	1	EFT	Amy E Pridemore	1,351.55	
2023	05/03/2024	Payroll	1	EFT	Whitney Prosek	1,349.74	
2024	05/03/2024	Payroll	1	EFT	Kenneth C Ratliff	227.56	
2025	05/03/2024	Payroll	1	EFT	Jennifer E Rogers	3,043.56	

CHECK REGISTER

City Of Cle Elum

Time: 12:52:58 Date: 05/03/2024

04/06/2024 To: 05/03/2024

Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2026	05/03/2024	Payroll	1	EFT	Kelsey Seiser	4,184.71	
2027	05/03/2024	Payroll	1	EFT	Marshall Stewart	1,569.19	
2028	05/03/2024	Payroll	1	EFT	Cody Strohl	1,494.06	
2029	05/03/2024	Payroll	1	EFT	Cornelia J Van Dongen	617.10	
2030	05/03/2024	Payroll	1	EFT	Anthony A Venera	4,869.27	
2031	05/03/2024	Payroll	1	EFT	Jerred Weis	227.56	
2032	05/03/2024	Payroll	1	EFT	Brian Welch	3,605.41	
2033	05/03/2024	Payroll	1	EFT	Elizabeth M Williams	227.56	
2038	05/03/2024	Payroll	1	EFT	AWC Health Insurance	31,847.51	Pay Cycle(s) 05/03/2024 To 05/03/2024 - Asuris 250 Med/Den/Vis
2039	05/03/2024	Payroll	1	EFT	Colonial Life	604.26	Pay Cycle(s) 05/03/2024 To 05/03/2024 - Colonial Insurance Pre; Pay Cycle(s) 05/03/2024 To 05/03/2024 - Colonial Insurance
2040	05/03/2024	Payroll	1	EFT	HRA VEBA Trust Contributions	6,575.00	Pay Cycle(s) 05/03/2024 To 05/03/2024 - Veba
2041	05/03/2024	Payroll	1	EFT	Northwest Admin Transfer Acct	3,425.50	Pay Cycle(s) 05/03/2024 To 05/03/2024 - NW Admin RWT/Dental
2042	05/03/2024	Payroll	1	EFT	Teamsters Local #760	975.00	Pay Cycle(s) 05/03/2024 To 05/03/2024 - Teamsters Dues
2043	05/03/2024	Payroll	1	EFT	UEBT	11,792.00	Pay Cycle(s) 05/03/2024 To 05/03/2024 - UEBT Medical Vision
2044	05/03/2024	Payroll	1	EFT	Umpqua Bank	25,651.85	941 Deposit for Pay Cycle(s) 05/03/2024 - 05/03/2024
2045	05/03/2024	Payroll	1	EFT	WA State Dept of Retirement Sys.	4,393.94	Pay Cycle(s) 05/03/2024 To 05/03/2024 - Deferred Comp
2046	05/03/2024	Payroll	1	EFT	Washington State Support Registry	126.42	Pay Cycle(s) 05/03/2024 To 05/03/2024 - Child Support
2083	05/03/2024	Payroll	1	EFT	WA State Dept of Retirement Sys.	26,626.50	Pay Cycle(s) 05/03/2024 To 05/03/2024 - PERS2; Pay Cycle(s) 05/03/2024 To 05/03/2024 - LEOFF2; Pay Cycle(s) 05/03/2024 To 05/03/2024 - PERS 3
2003	05/03/2024	Payroll	1	46526	Steven M Harper	217.56	
2012	05/03/2024	Payroll	1	46527	Cole M Lowenstein	1,006.56	
2036	05/03/2024	Payroll	1	46528	Bill Rolcik Memorial Fund	120.00	Pay Cycle(s) 05/03/2024 To 05/03/2024 - Bill Rock Mem Fund
2037	05/03/2024	Payroll	1	46529	WCTPTF	4,038.26	Pay Cycle(s) 05/03/2024 To 05/03/2024 - Teamsters Pension Trust
						511 Legislative	1,883.91
						512 Judicial	5,849.07
						513 Executive	10,176.96
						514 Financial, Recording & Elections	10,742.03
						521 Police Department	110,111.07
						522 Fire Department	12,967.99
						536 Cemetery	2,311.51
						558 Planning & Community Devel	5,644.70
						572 Libraries	9,653.27
						576 Park Facilities	3,456.71
						580 Non Expeditures	-3,238.18
						001 Current Expense/General Fund	169,559.04
						542 Streets - Maintenance	7,847.37
						101 Street Fund	7,847.37

CHECK REGISTER

City Of Cle Elum

Time: 12:52:58 Date: 05/03/2024

04/06/2024 To: 05/03/2024

Page: 3

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			521 Police Department			17,308.51	
			554 Environmental Services			3,702.65	
			104 Police 3/10's Sales Tax Fund			21,011.16	
			534 Water Utilities			37,912.94	
			401 Water Fund			37,912.94	
			537 Garbage & Solid Waste			7,241.21	
			402 Garbage Fund			7,241.21	
			535 Sewer			16,238.17	
			538 Combined Utilities			9,139.29	
			409 Sewer Fund			25,377.46	
						268,949.18	Payroll: 268,949.18

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described, or that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the city, and that I am authorized to authenticate and certify to said claim(s). Approved by the Auditing Committee:

Jerred Weis Date _____

Steven Harper Date _____

Beth Williams Date _____

CHECK REGISTER

City Of Cle Elum

Time: 14:48:26 Date: 05/08/2024

04/24/2024 To: 05/14/2024

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1858	04/24/2024	Claims	1	EFT	Cintas Corporation	277.27	Public works mats, towels, uniforms, cleaning 4/15
1860	04/25/2024	Claims	1	EFT	WA State Dept of Revenue	2,969.95	March 2024
1876	04/25/2024	Claims	1	EFT	WA State Dept of Revenue	1,987.07	1st Qtr leashold tax
1883	04/24/2024	Claims	1	EFT	Verizon Wireless	977.23	Police Dept cell phones/March
1887	04/24/2024	Claims	1	EFT	WA State Dept of Licensing	36.00	Gun Permits 1035 and 1038
1951	04/29/2024	Claims	1	EFT	Cintas Corporation	277.27	Mats/Towels/Uniforms/Cleaning public works 4/22
1952	05/01/2024	Claims	1	EFT	Century Link	1,603.97	Police Dept telephone 674-4097; Water Plant telephones; City Hall telephones 674-2662; Public works telephone 674-5126; Fire Dept telephone 674-5785; Fire Dept Telephone 674-1748; Library telephone 67
1953	04/30/2024	Claims	1	EFT	Lumen	50.76	April long distance
1954	05/01/2024	Claims	1	EFT	T-Mobile	93.45	Backup internet
1955	05/01/2024	Claims	1	EFT	U.S. Cellular	98.08	Water plant M2M service
1956	05/01/2024	Claims	1	EFT	U.S. Cellular	848.55	Admin/Fire Dept/Public Works Cell phones
1957	05/01/2024	Claims	1	EFT	United Health Care Insurance Company	472.25	Krahenbuhl LEOFF 1 supplemental insurance
1969	04/30/2024	Claims	1	EFT	Pitney Bowes Global Financial Services L	201.00	Police Dept Postage
1970	04/30/2024	Claims	1	EFT	WA State Dept of Licensing	125.00	Dealer License #10001
1973	04/30/2024	Claims	1	EFT	Pitney Bowes Global Financial Services L	2,000.00	City Hall postage
1980	04/30/2024	Claims	1	EFT	Chase Paymentech	303.01	April merchant fees non utility
1981	04/30/2024	Claims	1	EFT	Chase Paymentech	937.18	April merchant fees utility
1982	05/01/2024	Claims	1	EFT	Gigabeam Internet	57.00	Fire Dept internet 5/15 to 6/14
1983	05/01/2024	Claims	1	EFT	WA State Dept of Licensing	54.00	Gun Permits 1036, 1037, 1039
1986	05/01/2024	Claims	1	EFT	Wholesail Networks	1,260.00	City internet
2049	04/30/2024	Claims	1	EFT	American Express	28.23	April AMEX merchant fees
2050	05/01/2024	Claims	1	EFT	Xpress Bill Pay	544.52	Merchant fees for April
2052	05/01/2024	Claims	1	EFT	Methodworks	356.73	Monthly patching for servers
2060	05/02/2024	Claims	1	EFT	11:11 systems	200.00	City hall firewall
2064	04/30/2024	Claims	1	EFT	Umpqua Bank	-55.81	Bank error we paid \$7911.80 and they only applied/deducted \$7855.99
2096	05/06/2024	Claims	1	EFT	Cintas Corporation	288.33	Mats/Towels/Uniforms/Cleaning public works 4/30
2098	05/06/2024	Claims	1	EFT	Puget Sound Energy	217.74	1st and Penn lights/power 0910
2099	05/06/2024	Claims	1	EFT	Puget Sound Energy	43.87	1st and Stafford street lights/power #6805
2112	05/06/2024	Claims	1	EFT	Methodworks	405.38	City hall ziply fiber agreement GS licensing, fire dept added licensing, police dept camera equipment setup
2122	05/07/2024	Claims	1	EFT	Inland Networks	25.00	Alarm Monitoring Library
2124	05/07/2024	Claims	1	EFT	City of Cle Elum	3,652.36	April 2024, W/S use, Fire, Police, City Hall, Bathrooms, Parks, Public Works, Rentals, water plant, pump station
2125	05/07/2024	Claims	1	EFT	Les Schwab Tires		Printed in error
2126	05/07/2024	Claims	1	EFT	Umpqua Bank	16,183.61	April Visa Charges
2127	05/07/2024	Claims	1	EFT	WA State Dept of Licensing	54.00	Gun Permits 1033, 1040, 1041

CHECK REGISTER

City Of Cle Elum

Time: 14:48:26 Date: 05/08/2024

04/24/2024 To: 05/14/2024

Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2137	05/08/2024	Claims	1	EFT	Inland Networks	25.00	Police dept alarm monitoring
2123	05/07/2024	Claims	1	46530	Les Schwab Tires <i>void</i>		Printed in error
2139	05/14/2024	Claims	1	46530	Abadan	34.47	Police Dept overage 3/2 to 4/1
2140	05/14/2024	Claims	1	46531	Jane Agar	270.00	April cleaning/Library
2141	05/14/2024	Claims	1	46532	Alsc Architects	124,157.50	UKC Community Center April architect fees
2142	05/14/2024	Claims	1	46533	Virgil D Amick	187.40	Amick Records Retention conference 4/21
2143	05/14/2024	Claims	1	46534	Matthew R Anderson	370.00	FTO Training Police/Anderson 4/7 meals
2144	05/14/2024	Claims	1	46535	Ascent Foundations	267,189.65	Fire Dept Fire Line for a sprinkler room; PWB Loan 2nd St and Rossetti Way watermain project
2145	05/14/2024	Claims	1	46536	Ashbaugh Beal	61,690.00	<u>City Heights Arbitration</u> Ashbaugh Beal fees/March
2146	05/14/2024	Claims	1	46537	Brad And Burke, Inc.	6,671.93	Fire Dept Heater Install
2147	05/14/2024	Claims	1	46538	Brown and Jackson Septic	350.00	719 E 3rd - 2 port a pottys; Coal Mine Port A Potty
2148	05/14/2024	Claims	1	46539	Canon Financial Services, Inc.	622.46	Copier city hall lease 4/1 to 4/30; Copier library and public works leases 4/1 to 4/30
2149	05/14/2024	Claims	1	46540	CivicPlus LLC	4,922.15	5/24 to 5/25 Agenda and Minutes Software
2150	05/14/2024	Claims	1	46541	Cle Elum Farm and Home	408.78	Public Works 2nd st project, irrigation supplies, land use sign; Police, Solvent, Jennifer Rogers; Fire Department; mylar, air compressor
2151	05/14/2024	Claims	1	46542	Cle Elum Hardware	129.32	Public Works Acct 90; Second Street water project, police station, bulk items
2152	05/14/2024	Claims	1	46543	Cle Elum Volunteer Fire Fighters Assoc.	2,000.00	CE VFF Assoc. 1st Qtr 2024 dues
2153	05/14/2024	Claims	1	46544	Code Publishing Inc.	306.96	Code publishing web update; Update code cumulative supplement
2154	05/14/2024	Claims	1	46545	Consilio LLC	15,711.91	<u>City Height April</u> legal fees
2155	05/14/2024	Claims	1	46546	Copiers Northwest Inc.	417.38	City hall break room copier usage 3/19 to 4/18 and base charge 4/19 to 5/18; 4/1 to 4/30 usage library and public works copiers; 4/1 to 4/30 city hall copier usage
2156	05/14/2024	Claims	1	46547	Criminal Justice Training Commission	285.00	Police training Anderson, DeFrang, Rogers
2157	05/14/2024	Claims	1	46548	Brian DeFrang	90.00	Training Police/DeFrang 4/7 meals -- Spokane breakfasts missed on prior reimbursement
2158	05/14/2024	Claims	1	46549	Duraglas Composites (1454979 BC LTD)	410.00	Athena Urn Vault price difference in previous order of wrong size urns. They will pick up when they deliver the correct size urns and full size liners
2159	05/14/2024	Claims	1	46550	Employment Security Department	1,491.62	1st Qtr 2024 Unemployment self insured fees police and fire
2160	05/14/2024	Claims	1	46551	FCI Custom Police Vehicles	3,273.00	Police Dept New Durangos x 4 whelen vertex and ions

CHECK REGISTER

City Of Cle Elum

Time: 14:48:26 Date: 05/08/2024

04/24/2024 To: 05/14/2024

Page: 3

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2161	05/14/2024	Claims	1	46552	First Responder Outfitters-TAC	1,224.89	Police Dept sewing and supplies; Police Dept sewing and supplies
2162	05/14/2024	Claims	1	46553	Heritage Law	1,500.00	April defense attorney fees
2163	05/14/2024	Claims	1	46554	Huntington National Bank	4,010.72	Personal property tax for police dept cameras; Police Dept lease on cameras x 11; Police Dept new lease on cameras x 4
2164	05/14/2024	Claims	1	46555	Ironclad Company	464.83	Sidewalk Sweeper/public works
2165	05/14/2024	Claims	1	46556	James Oil Company	54.39	Police Dept fuel 4/23
2166	05/14/2024	Claims	1	46557	James Oil/Pacific Pride	1,425.32	Public works fuel April 16 to 30
2167	05/14/2024	Claims	1	46558	Jerrold's	290.89	Copy paper and batteries/city hall; City hall cardstock; City hall copy paper; City hall laminate tape
2168	05/14/2024	Claims	1	46559	Kelleher Motor Company	214.83	Police Dept knuckle
2169	05/14/2024	Claims	1	46560	Kenyon Disend, PLLC	25,023.05	April attorney fees -- awning issues, lease agreement, skydiving event, investigations, capital reimb, landlord tenant act, opinion of counsel, horse park; April attorney fees -- public records reqes
2170	05/14/2024	Claims	1	46561	Kittitas County EMS & Trauma Care Council	3,041.00	Qtr 2 EMS and Trauma Agreement
2171	05/14/2024	Claims	1	46562	Kittitas County Solid Waste	37.00	Police Dept garbage dump
2172	05/14/2024	Claims	1	46563	Knobel's Electric, Inc.	27,173.20	Douglas Munro TIB Grant retainage release
2173	05/14/2024	Claims	1	46564	Law Office of Mark W. Garka, PLLC	4,000.00	April Prosecution Services
2174	05/14/2024	Claims	1	46565	Les Schwab Tires	2,588.27	Police Dept tires; Police Dept 2021 interceptor angle alignment; Police Dept 20214 interceptor alignment; Fire Dept ford truck wheels
2175	05/14/2024	Claims	1	46566	Lexipol, LLC	961.60	Police Dept Annual Fee
2176	05/14/2024	Claims	1	46567	Mario M Magnotti	534.00	Magnotti patrol tactics training
2177	05/14/2024	Claims	1	46568	Marson & Marson	11.88	Public works cut off wheel
2178	05/14/2024	Claims	1	46569	Midstate Co-op	190.59	Public works valve box for 4plex bball field
2179	05/14/2024	Claims	1	46570	Mountain Auto Parts	2,031.22	Fire dept mud flaps; Shop supplies, land use sign, park, sweeper, white interceptor, suspension, brakes, fleet, water truck, cores, cemetery, shop clean; Police Fleet, interceptor
2180	05/14/2024	Claims	1	46571	NC Machinery Company	65.75	Public works switch
2181	05/14/2024	Claims	1	46572	Northern Kittitas County Tribune	281.20	Ordinance 1669; Tribune ad cemetery caretaker first run; Tribune cemetery caretaker second run
2182	05/14/2024	Claims	1	46573	One Call Concepts, Inc	21.06	April 811 call before dig tickets x 18
2183	05/14/2024	Claims	1	46574	Pacific Civil and Infrastructure, Inc.	23,539.97	Park and Ride Lien Release
2184	05/14/2024	Claims	1	46575	Puget Sound Energy	2,650.67	Street lights conversion TIB, 1st and Harris lights 3/30 to 4/29
2185	05/14/2024	Claims	1	46576	Jennifer E Rogers	370.00	FTO Training Police/Rogers 4/7 meals
2186	05/14/2024	Claims	1	46577	Storey Service Station	423.86	Fire Dept fuel/April
2187	05/14/2024	Claims	1	46578	Suncadia	5,503.00	Water and sewer capital reimb. fees for 611 Park St., Permit 2024-017

CHECK REGISTER

City Of Cle Elum

04/24/2024 To: 05/14/2024

Time: 14:48:26 Date: 05/08/2024

Page: 4

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2188	05/14/2024	Claims	1	46579	Donald Tate	132.76	2110.0 - 1001 E FOURTH ST Refund
2189	05/14/2024	Claims	1	46580	Traffic Safety Supply Company	5,281.72	Public works sign posts
2190	05/14/2024	Claims	1	46581	Veolia Water North America	109,434.46	Veolia Water April; WWTP April; May 2024 O&M Waste Water; May 2024 O&M water treatment
2191	05/14/2024	Claims	1	46582	WA State Dept of Commerce	146,595.01	Final payment on First St 5 year PWB loan PR18-96103-063; Payment interest PWB loan 2nd and Rossetti watermain project PC23-96103-116
2192	05/14/2024	Claims	1	46583	WA State Dept of Natural Resources	6,319.41	Fire Dept Fire Wildland Supplies
2193	05/14/2024	Claims	1	46584	WA State Dept of Trans.	625.62	March Project Review Stafford Ave Roundabout WSDOT Fees
2194	05/14/2024	Claims	1	46585	WA State Dept of Transportation	62.50	Construction engineering/March
2195	05/14/2024	Claims	1	46586	WA State Patrol	90.50	Police dept background checks; Fire Dept background checks
2196	05/14/2024	Claims	1	46587	WA State Treasurer	669.03	April Court Remittance
2197	05/14/2024	Claims	1	46588	Warrior's Quick Stop - Office	25.62	Public works propane 4/17/24
2198	05/14/2024	Claims	1	46589	Washington Assoc of Bldg Officials	29.19	2021 Residential energy code
2199	05/14/2024	Claims	1	46590	Watts, Keith	161.40	1437.0 - 104 E FOURTH ST Refund
2072	05/02/2024	Claims	2	EFT	Govdeals.com	14,277.59	2014 Ford F150 pickup 8' bed Ser#1FTVX1EF7EKG09053
2047	04/30/2024	Claims	9	EFT	U.S. Bank	42.00	March safekeeping fees
						363.66	511 Legislative
						29,672.05	515 Legal Services
						11,284.91	518 Centralized Services
						18,059.93	521 Police Department
						18,640.95	522 Fire Department
						634.50	536 Cemetery
						830.35	558 Planning & Community Devel
						674.44	572 Libraries
						3,650.12	576 Park Facilities
						19,664.54	594 Capital Expenditures
001 Current Expense/General Fund						103,475.45	
518 Centralized Services						124,157.50	
002 UKC Recreation Center						124,157.50	
515 Legal Services						77,401.91	
004 City Heights WCIA Settlement Agreement 2023						77,401.91	
542 Streets - Maintenance						14,263.46	
543 Streets Admin & Overhead						1,111.21	
591 Debt Service - Principal Repayment						160.93	
595 Capital Expenditures- Streets						24,710.17	
101 Street Fund						40,245.77	
595 Capital Expenditures- Streets						28,043.95	
102 TIB Complete Streets Grant						28,043.95	
521 Police Department						670.68	
104 Police 3/10's Sales Tax Fund						670.68	
542 Streets - Maintenance						105.00	

CHECK REGISTER

City Of Cle Elum

04/24/2024 To: 05/14/2024

Time: 14:48:26 Date: 05/08/2024

Page: 5

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
		110 Coal Mine Trail Fund				105.00	
		558 Planning & Community Devel				851.00	
		123 Sun Communities CRA 2018-01 Devel. Fund				851.00	
		558 Planning & Community Devel				64.80	
		305 Trendwest/New Suncadia CRA 2002-01 Devel. Fund				64.80	
		558 Planning & Community Devel				856.15	
		591 Debt Service - Principal Repayment				133,141.27	
		592 Debt Service - Interest Costs				1,118.38	
		309 REET Excise Tax/Capital Projects Fund				135,115.80	
		340 Charges For Goods & Services				136.17	
		534 Water Utilities				6,880.00	
		401 Water Fund				7,016.17	
		340 Charges For Goods & Services				36.82	
		537 Garbage & Solid Waste				2,396.75	
		594 Capital Expenditures				1,284.98	
		402 Garbage Fund				3,718.55	
		534 Water Utilities				55,534.75	
		404 Water Regional Fund				55,534.75	
		534 Water Utilities				495.32	
		592 Debt Service - Interest Costs				12,335.36	
		594 Capital Expenditures				265,168.67	
		406 Water Capital Reserve Fund				277,999.35	
		340 Charges For Goods & Services				121.17	
		535 Sewer				6,310.36	
		409 Sewer Fund				6,431.53	
		535 Sewer				55,130.72	
		410 Sewer Regional Fund				55,130.72	
		580 Non Expeditures				3,004.60	
		699 State Agency Fund 380/580				3,004.60	
		* Transaction Has Mixed Revenue And Expense Accounts				918,967.53	
							Claims: 918,967.53

CHECK REGISTER

City Of Cle Elum

Time: 14:48:26 Date: 05/08/2024

04/24/2024 To: 05/14/2024

Page: 6

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
-------	------	------	--------	-------	----------	--------	------

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described, or that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the city, and that I am authorized to authenticate and certify to said claim(s). Approved by the Auditing Committee:

Jerred Weis Date _____

Steven Harper Date _____

Beth Williams Date _____

2024 BUDGET POSITION TOTALS

City Of Cle Elum

Months: 01 To: 04

Time: 13:53:40 Date: 05/06/2024

Page: 1

Fund	Revenue Budgeted	Received		Expense Budgeted	Spent	
001 Current Expense/General Fund	3,968,220.36	1,158,826.04	29.2%	3,968,220.36	1,515,678.74	38%
002 UKC Recreation Center	200.00	0.00	0.0%	1,720,200.00	668,139.09	39%
004 City Heights WCIA Settlement Agr	0.00	0.00	0.0%	100,000.00	261,785.92	262%
101 Street Fund	7,856,983.00	239,752.41	3.1%	7,896,633.00	360,259.80	5%
102 TIB Complete Streets Grant	791,799.00	36,627.65	4.6%	941,799.00	32,670.60	3%
104 Police 3/10's Sales Tax Fund	220,600.00	67,174.56	30.5%	270,900.00	82,468.39	30%
106 Tourist/Lodging Tax Fund	180,300.00	44,898.33	24.9%	205,300.00	15,000.00	7%
110 Coal Mine Trail Fund	4,040.00	12,000.00	297.0%	4,040.00	576.77	14%
120 Central Cascades/Weis Land CRA :	2,209.00	0.00	0.0%	2,209.00	0.00	0%
121 Cle Elum Pines West Devel. Fund	1,585.75	169.50	10.7%	2,000.00	210.00	11%
123 Sun Communities CRA 2018-01 De	260,015.00	196,745.42	75.7%	260,000.00	172,057.23	66%
124 MVOLLC/Prium CRA 2005-02 Devel	5,004.00	0.00	0.0%	5,000.00	0.00	0%
125 Whispering Pines Devel. Fund	20,000.00	102.00	0.5%	20,000.00	0.00	0%
127 City Heights CRA 2020-01 Devel. F	300,000.00	0.00	0.0%	300,000.00	6,323.73	2%
128 Fowler Creek Trails Deneen Develc	20,000.00	196.25	1.0%	20,000.00	196.25	1%
300 American Rescue Plant Act of 2021	0.00	0.00	0.0%	319,179.00	0.00	0%
305 Trendwest/New Suncadia CRA 200	15.00	0.00	0.0%	1,500.00	0.00	0%
309 REET Excise Tax/Capital Projects Fu	200,450.00	46,281.11	23.1%	251,730.00	0.00	0%
401 Water Fund	1,012,525.00	305,650.42	30.2%	1,012,525.00	357,634.84	35%
402 Garbage Fund	946,340.00	327,019.08	34.6%	951,340.00	365,529.80	38%
403 Airport Fund	36,672.00	36,325.60	99.1%	36,072.00	14,024.60	39%
404 Water Regional Fund	931,850.00	273,210.21	29.3%	931,850.00	325,679.13	35%
406 Water Capital Reserve Fund	2,650,400.00	852,005.53	32.1%	2,805,400.00	822,633.63	29%
408 Stormwater Fund	0.00	500.00	0.0%	0.00	0.00	0%
409 Sewer Fund	738,000.00	244,400.85	33.1%	748,000.00	296,224.75	40%
410 Sewer Regional Fund	867,400.00	349,310.00	40.3%	847,400.00	314,323.01	37%
413 Sewer Capital Reserve Fund	374,450.00	57,052.74	15.2%	374,450.00	7,578.08	2%
630 Pangrazi Memorial Fund	10.00	0.00	0.0%	1,300.00	0.00	0%
699 State Agency Fund 380/580	25,000.00	8,528.77	34.1%	25,000.00	9,593.48	38%
	21,414,068.11	4,256,776.47	19.9%	24,022,047.36	5,628,587.84	23.4%

4 MONTHS EXPENSE IS 33.33% OF THE ANNUAL BUDGET

City Administrator

Staff Report
(May 14, 2024)

General:

- The spring cleanup is over and here are the numbers...
 - o 821 Vouchers were mailed out
 - o 224 were used
 - o 48 Tons

If you want a comparison for previous years, I will attach it to this staff report and make it available on-line by tomorrow.
- In your packets you will find a one page “Budget Position Totals” this is just a quick glance of how the revenues are coming in and how the expenditures look up to date. The finance department and I will be giving this one-page summary to council every month with a full budget report every quarter. But as always if you have questions, please come into city hall and we will take care of you.
- Another item that is not in your packet is the 2023 annual report. This report is lengthy but a great way to see how the city performed last year. This report will be emailed to you this week (I have a partial report printed out tonight). What I am asking council to do is look through it, read it, and get familiar with it so that at the next meeting in two weeks we can have a discussion and authorize the submission of the report to the state auditor.
- As I mentioned last month, we have the second street pathway project being advertised right now with a bid opening on the 23rd. We have the downtown revitalization project underway and the water main project finishing up. We have all these projects in various stage and therefore have created a Construction Project webpage on our City’s website. So check that out.
- Also, on our website we have created a page for the Sewer Rate Discussion. As you know we had the community meeting last Thursday and this page contains the power point presentation and other information that was given out that night. And if you would like to watch the full 3hr. meeting it is still stored in our live stream.
- The 2024 Consumer Confidence Report CCR has been completed and will be available by the first of next month. This report provides water quality data in compliance with the EPA’s Federal Clean Water Act. Look for a link printed on your utility bill next month and we will have copies of the report at city hall.
- April Building permit:
 - o 2024 April Permits issued 7 compared to April 2023 issued 7
 - o 2024 permits issued to date 37 compared to 2023 same time period 20
 - o Permit fees to date – just under \$75,000

Spring and Fall Cleanup Yearly totals

2020

Spring Cleanup 2020 - WM mailed vouchers 800 plus- Transfer station received 1198.

Fall Cleanup 2020 - WM mailed vouchers 800 plus- Transfer station received 214.

2021

Spring Cleanup 2021- WM mailed vouchers 800 plus- Transfer station received 245.

Fall Cleanup 2021- WM mailed out 800 plus- Transfer station received 219.
110.91 Tonnage

2022

Spring Cleanup 2022 - City Hall handed out 225 - Transfer station received 158.

Fall Cleanup 2022- WM mailed 810 - Transfer station received 292.
125.07 Tonnage

2023

Spring Cleanup 2023 City Hall handed out 237 -Transfer station received 168.

50.10 tons

Fall Cleanup 2023 -City Hall handed out 227 -Transfer station received 174

49.49 tons equals=6,678.00 in dollars

2024

Spring Cleanup 2024 Waste Management Mailed 821 -Transfer station
received 224 48.12 tons Equals =7,000

CITY OF CLE ELUM
Planning Department

AGENDA
STAFF REPORT

AGENDA DATE: May 14, 2024

ACTION REQUESTED: None, Current Planning Update: April 4, 2024 – May 8, 2024

BACKGROUND:

Current Planning Permits:

1. **Site Design Review:** SDR-2024-001: Alpine Chalet Motel, decision issued
2. **Special Use Permit:**
 - a. SUP-2024-001: Chelan Skydive LLC, under review, waiting FAA response
 - b. EXT-2024-001: Sun Communities, Modular Units on Bullfrog, extension request approved until 12/31/2024
 - c. SUP-2024-002: 1st & Penn Market, decision issued
3. **BLA (boundary line adjustment):**
 - a. BLA-2024-001: Mid Cascade Investment, waiting for complete application
 - b. BLA-2024-003: Kittitas County Public Works, in process
4. **ROW (right-of-way) Vacation:**
 - a. VAC-2024-001: Grant Street - survey finalized, recorded
 - b. VAC-2024-002: Johansen - public hearing scheduled for 5/28
 - c. VAC-2023-003: Clifton - public hearing scheduled for 5/14
5. **SEPA/PMU:**
 - a. Upper Kittitas County Rec Center, in process
 - b. Kittitas County Search and Rescue, in review
6. **SEPA:** SEP-2024-002: Proposed Text Amendments, public comment period closes on May 15th, Public Hearing is scheduled for June 4th.
7. **Franchise Agreement:** for lighting in City Heights, in progress, waiting for payment
8. **PLP (preliminary long plat) Wildwood Ranch Subdivision:** still incomplete; waiting on a Wetland Delineation Study, and other updates.
9. **Washington State Horse Park:** Ongoing discussions regarding modifications to the Event License Area
10. **Home Occupation:** HOC-2024-001: Proposed commercial kitchen at a residence, decision issued
11. **Sign Permits**
 - a. S-2024-001: Warrior's Quick Stop, decision issued
 - b. S-2024-002: Muchas Gracias, decision issued
12. Fowler Creek **Annexation:** on hold
13. 47 North: assisting with review process (in review)

Code Enforcement:

Provided ongoing support to city staff regarding complex cases and ensuring compliance with city regulations and upholding community standards. Cases this month included:

1. Accessory Dwelling Unit (ADU) where a neighbor raised concerns, prompting a thorough investigation. Verified that setbacks, height allowances, and lot coverages were met, addressing the upset neighbor's concerns while upholding zoning regulations.
2. Failing septic system, necessitating close coordination with city staff and the Kittitas County Health District. Through diligent follow-up, it was confirmed that the failing

septic was indeed located on the property, allowing for appropriate action to be taken to hopefully resolve the situation.

3. An unregistered Airbnb, guiding staff on the necessary next steps to ensure compliance with lodging regulations.
4. Shipping container in a Residential zoning district that did not meet setback requirements, working towards a resolution with the property owners.
5. RV Sewage question regarding dumping in a residential sewer connection; provided a detailed description of the dangers to the community/homeowner, as well as cited code that prohibits this type of activity.

General Planning Support:

1. Business License Review
2. Building Permit Review
3. Planning support to developers, general public, mayor and staff
4. Onsite Support; walk-ins; staff meetings; site visits
5. Planning Commission: Submitted for SEPA and Public Comment: Code Amendments, 15.20, 17.16, 17.32 and a new section of proposed zoning code regarding zero lot line.
6. Council Presentations
7. Grant Funding Opportunities (Commerce)
8. Cle Elum Pines West Development Agreement close out discussion(s)

Special Projects:

1. Airport Layout Plan
2. Climate Policy Comp Plan Amendments
3. Columbia Ave. Railroad Crossing Feasibility Study

RECOMMENDATION:

None

HANDLING:

City Clerk, Council

ATTACHMENTS:

None

LEAD STAFF:

Colleda Monick, HLA

Public Works Staff Report May 2024

2nd Street water main project is all tied in and online, the main tie in at 2nd and Stafford went very well. Lots of cleaning up and paving is happening. There will be some repaving going on after the walk through with HLA along with working on the punch list items.

The new CAT loader is here, we got the attachment for the new John Deere tractor, and it's been out on the sidewalks already.

Stripe Rite has been in town and striped the roads that get done for us.

We have another surplus list and govdeals came over and took pictures and they already have the page built, we just need approval so the auction can go live.

The new cemetery hire (Russ) is already at work, he started yesterday (Monday). He lives here in town so that's good! He wants to help with the community and what a better way to help, he is doing a great job.

Irrigation meters are turned on.

The 1st Street sidewalk project is progressing, curbs are poured, they are working on the irrigation, and getting ready for planters and to pour the sidewalk itself. Open for business signs will be passed out to the next block of businesses between Bullitt and Wright Ave.

Dealing with broken pipes in some of our parks, this happens every year unfortunately.

Cle Elum 2nd Qtr Summary

		APR	MAY	JUN	2nd Qtr Totals
BOOKINGS					
DUI					0
Assault DV		1			1
Assault					0
Felony Arrests					0
Other Arrests					0
Juvenile Arrest					0
Warrant Arrests					0
					0
TOTAL MONTHLY BOOKINGS		1	0	0	1
TOTAL 1Qtr HALF BOOKINGS					1
Citations/Infractions					
Traffic Infractions		2			2
Non-Traffic Infractions					0
Criminal Traffic Citations		2			2
Criminal Non- Traffic Citations		1			1
DUI Traffic Criminal Citations		1			1
Parking Citations					0
MONTHLY CITATION/INFRACTIONS		6	0	0	6

Monthly Report to Cle Elum City Council 2nd Qtr

	April '24	May '24	June '24	2nd Qtr TOTAL
Traffic Stops	44			44
DUI	1			1
Domestic Violence	1			1
Assault	1			1
Assault - Child	0			0
Suicidal	2			2
Burglary	0			0
Vio of Order	2			2
Mal Misch	0			0
Theft	0			0
Alarm Calls	17			17
Public Assist	16			16
Overdose	0			0
Kidnapping	0			0
Homicide	0			0
Robbery	0			0
Stab/Gunshot Wound	0			0
Animal at Large	5			5
Animal Problems	7			7
TOTAL CALLS	268			268
2023 Total Calls	223	291	339	853

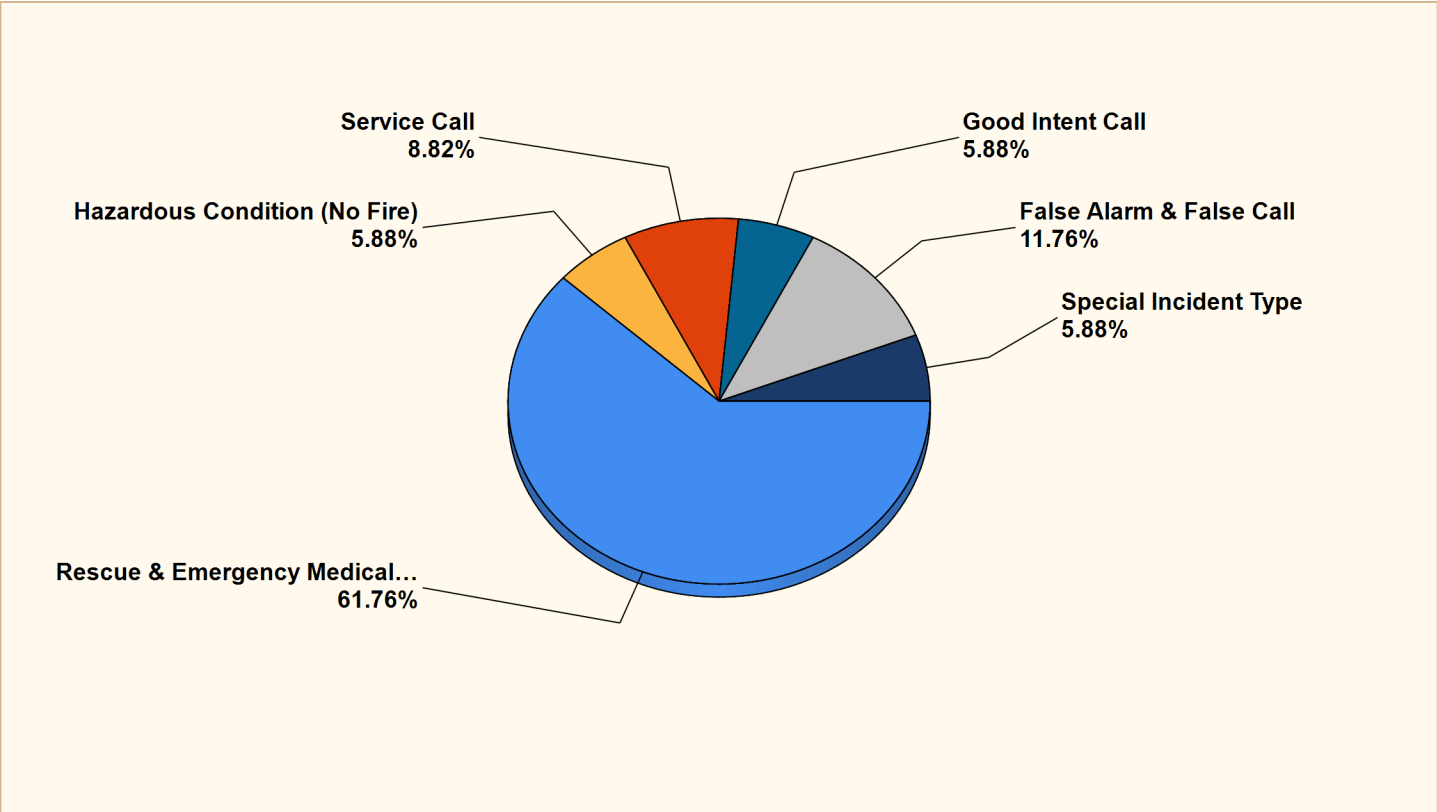
Roslyn 2nd Qtr Summary

BOOKINGS		APR	MAY	JUN	2nd Qtr Totals
DUI	0				0
Assault DV	0				0
Assault	0				0
Felony Arrests	0				0
Other Arrests	0				0
Juvenile Arrest	0				0
Warrant Arrests	0				0
TOTAL MONTHLY BOOKINGS		0	0	0	0
TOTAL 1Qtr HALF BOOKINGS					0
Citations/Infractions		APR	MAY	JUN	2nd Qtr Totals
Traffic Infractions	3				3
Non-Traffic Infractions	1				1
Criminal Traffic Citations					0
Criminal Non-Traffic Citations					0
DUI Traffic Criminal Citations					0
Parking Citations					0
MONTHLY CITATION/INFRACTIONS		4	0	0	4

Monthly Report to Roslyn City Council 2nd Qtr

	April '24	May '24	June '24	2nd Qtr TOTAL
Traffic Stops	7			7
DUI				
Domestic Violence				
Assault				
assault - Child				
Suicidal	1			1
Burglary				
Vio of Order				
Mal Misch				
Theft	2			2
Alarm Calls	4			4
Public Assist	7			7
Overdose				
Kidnapping				
Homicide				
Robbery				
Stab/Gunshot Wound				
Animal at Large	3			3
Animal Problems	4			4
TOTAL CALLS	80			80
2023 Total Calls	65			65

Breakdown by Major Incident Types for Date Range
Zone(s): All Zones | Start Date: 04/01/2024 | End Date: 04/30/2024



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Rescue & Emergency Medical Service	21	61.76%
Hazardous Condition (No Fire)	2	5.88%
Service Call	3	8.82%
Good Intent Call	2	5.88%
False Alarm & False Call	4	11.76%
Special Incident Type	2	5.88%
TOTAL	34	100%

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

Detailed Breakdown by Incident Type

INCIDENT TYPE	# INCIDENTS	% of TOTAL
311 - Medical assist, assist EMS crew	3	8.82%
321 - EMS call, excluding vehicle accident with injury	16	47.06%
322 - Motor vehicle accident with injuries	1	2.94%
324 - Motor vehicle accident with no injuries.	1	2.94%
412 - Gas leak (natural gas or LPG)	1	2.94%
444 - Power line down	1	2.94%
531 - Smoke or odor removal	1	2.94%
552 - Police matter	1	2.94%
553 - Public service	1	2.94%
600 - Good intent call, other	1	2.94%
651 - Smoke scare, odor of smoke	1	2.94%
700 - False alarm or false call, other	1	2.94%
730 - System malfunction, other	2	5.88%
735 - Alarm system sounded due to malfunction	1	2.94%
911 - Citizen complaint	2	5.88%
TOTAL INCIDENTS:	34	100%

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



Description of the Ed Becker Award:

The Ed Becker award is an award that is given to an EMS person that has dedicated him or herself to provide quality EMS services to the community.

Ed Becker was one of the pioneers for EMS services in the Cle Elum Fire Dept. In the mid 1940's Ed Becker and Al Choyce chaired a committee to do research and purchase a resuscitator. Mr. Becker and Mr. Choyce decided the fire department needed to do more in the world of emergency medical services and purchased the fire department's first resuscitator. The resuscitator arrived in January of 1946. The Emerson Resuscitator was used for the 1st time at the Reed Hotel in 1946. The elderly female patient was pronounced dead by the doctor, but Mr. Becker and crew would not give up. With their new resuscitator by their side the fire dept. brought the elderly patient back to life. Their efforts created 3 more years of life for that patient. In Sept. of 1968 while Stanley Susich was the fire chief and with a lot of persuasion by Mr. Becker and others the fire dept. purchased their 2nd Emerson Resuscitator.

After talking with his daughter Karen Becker who lives over in Belleview. She said Mr. Becker became an EMT when he was around 68 years old and was the oldest person in the state at that time to become an EMT. He was inspired to take this training on by a fatality they had from an Easton man approx. 20 to 25 who

burned himself while trying to start green wood on fire in a trash burner with petrol. They arrived on scene only to have to wait until Help arrived from Ellensburg. Ed Becker paved the way for EMS training and services in the City of Cle Elum. After his passing at the age of 72. On January 15th, 1980. Past Chief Robert Pardini and Dean Ireland created an EMS award in his honor. The first recipient was Earl Cox in 1980, who donated his EMS jump kit displayed with the two Emerson Resuscitators that were bought by C.E.F.D

I would at this time introduce to you a firefighter who started 05/11/2022.

She received her Advanced Firefighter first aid on 10/11/2023. She has been attending training to become an Emergency Medical Technician. The Ed Becker Award for 2023 as voted by the membership is.

Kaylee Thompson, thank you Kaylee for a job well done.

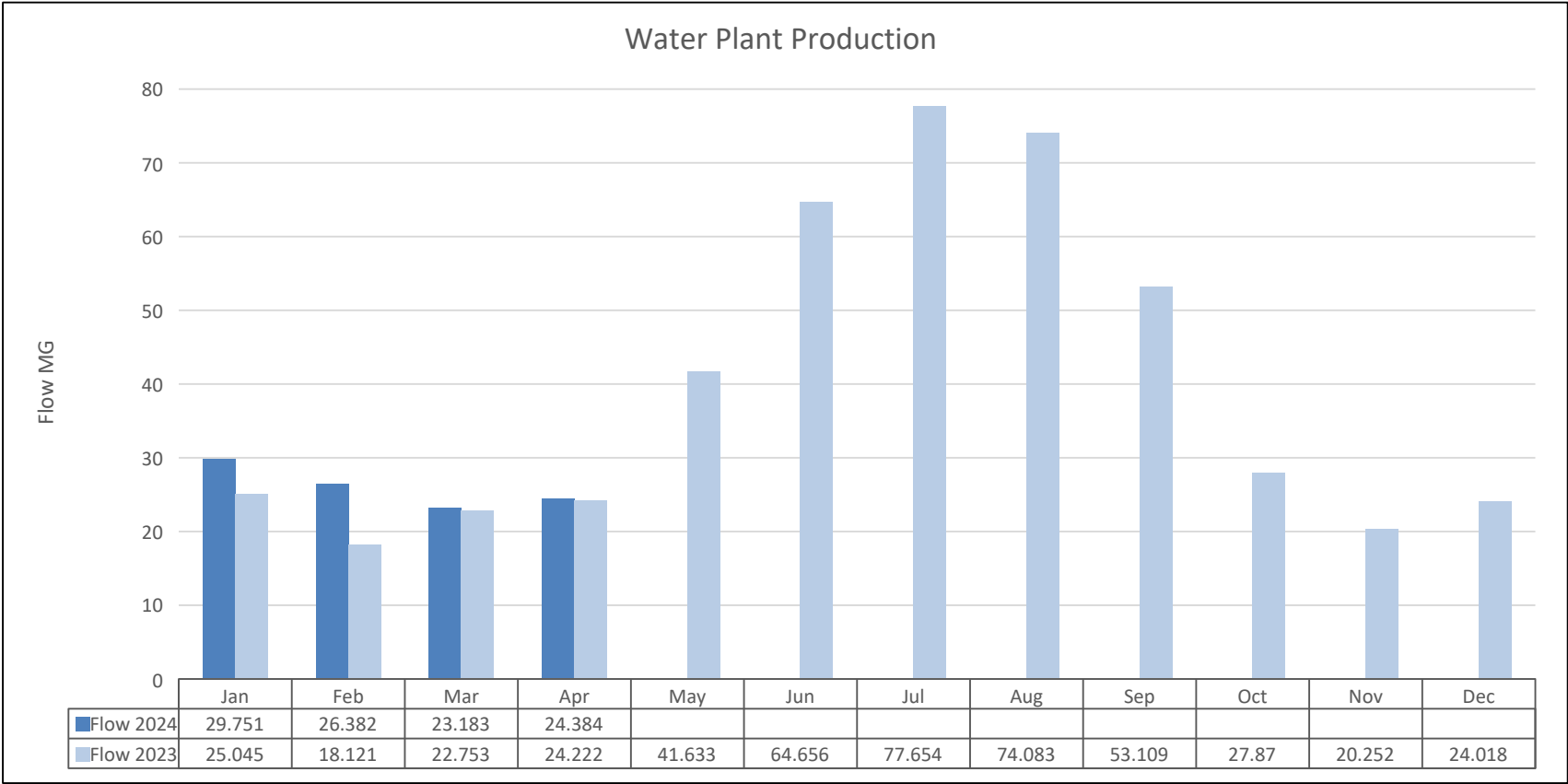
Description of firefighter of the year:

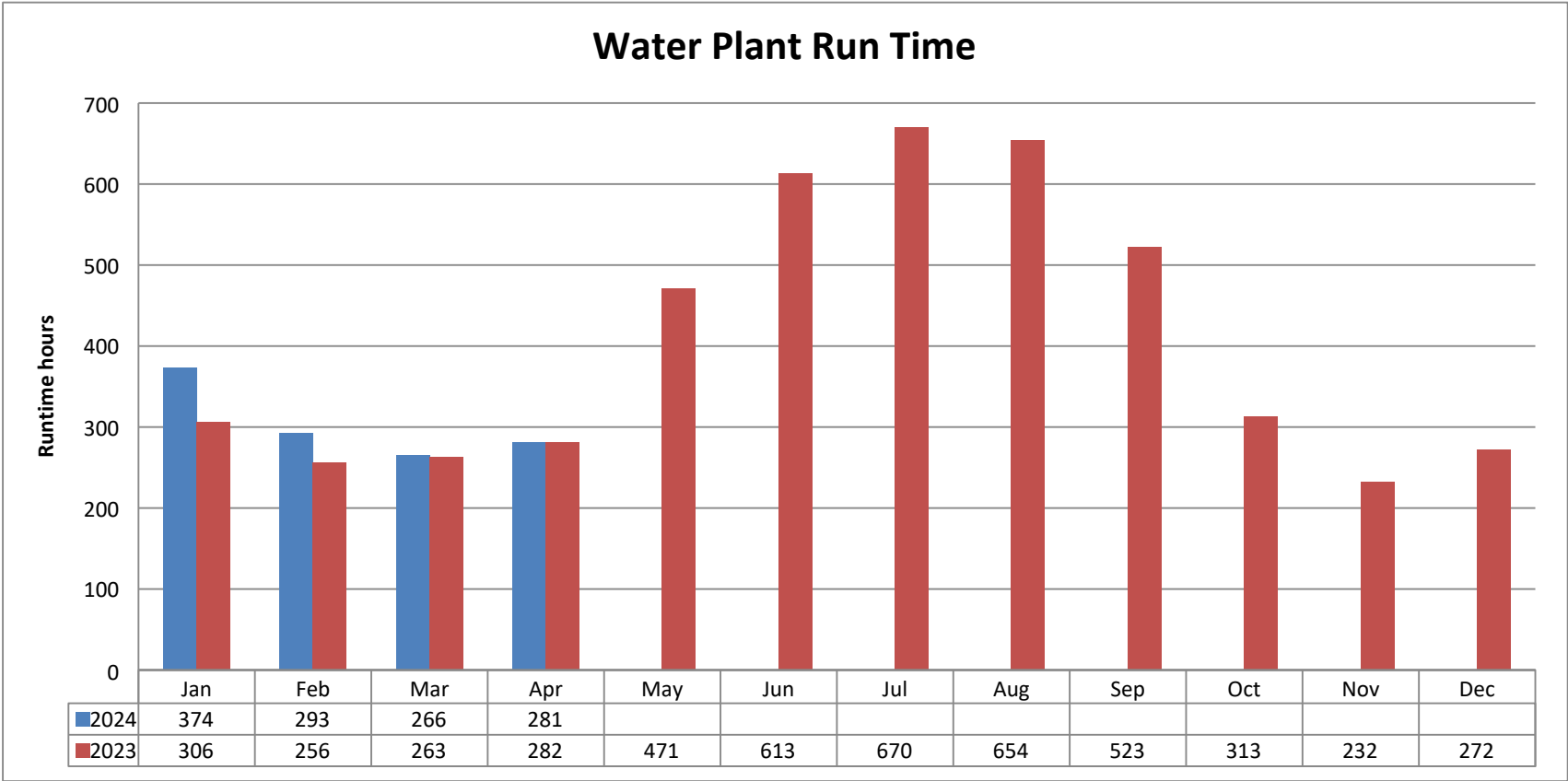
The firefighter is the foundation of the fire service. Firefighters serve their communities in many ways.

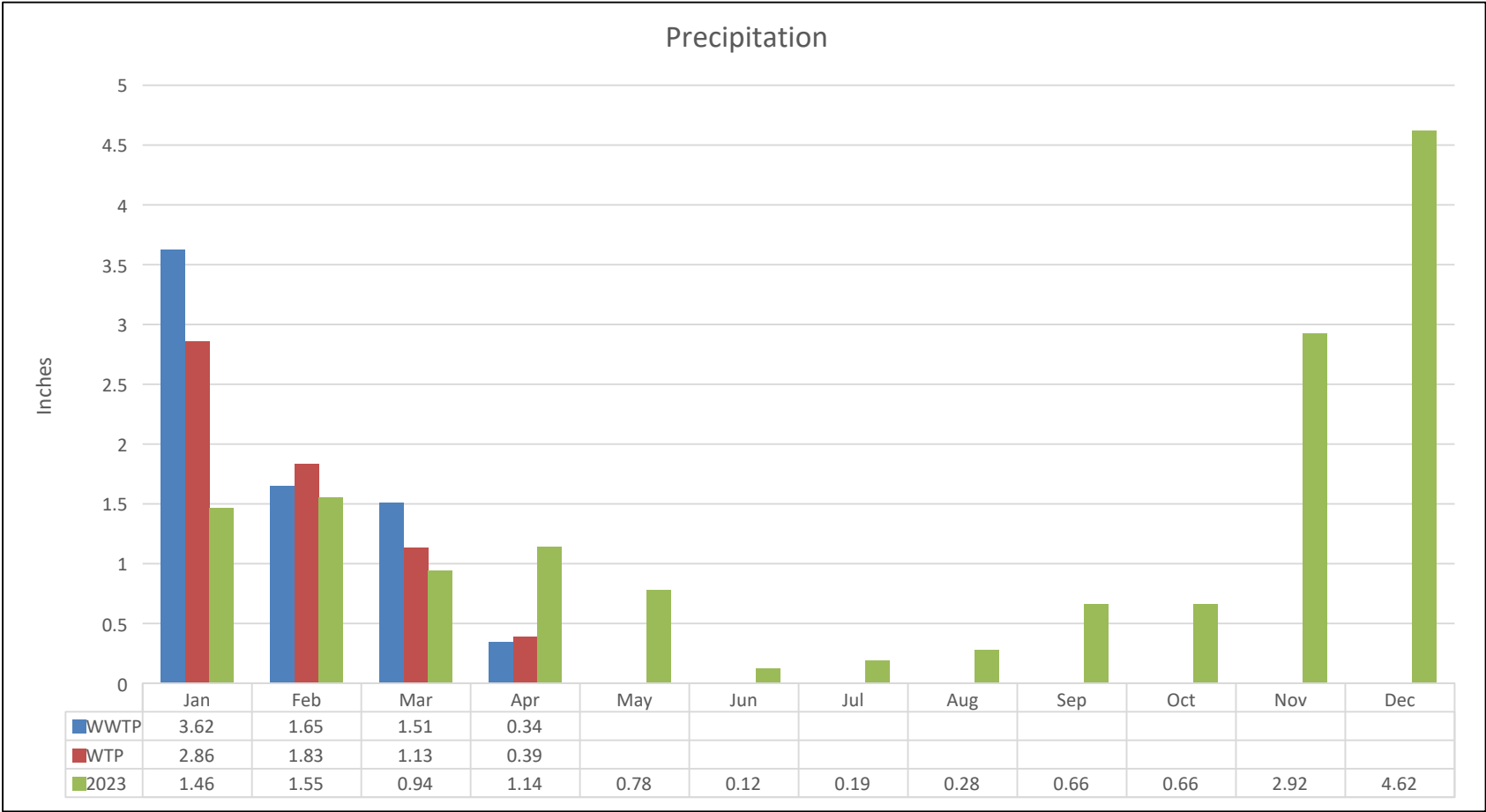
1. responding to emergencies,
2. participating in public safety/education events
3. Participating in community events.
4. As well as being role models in the community.

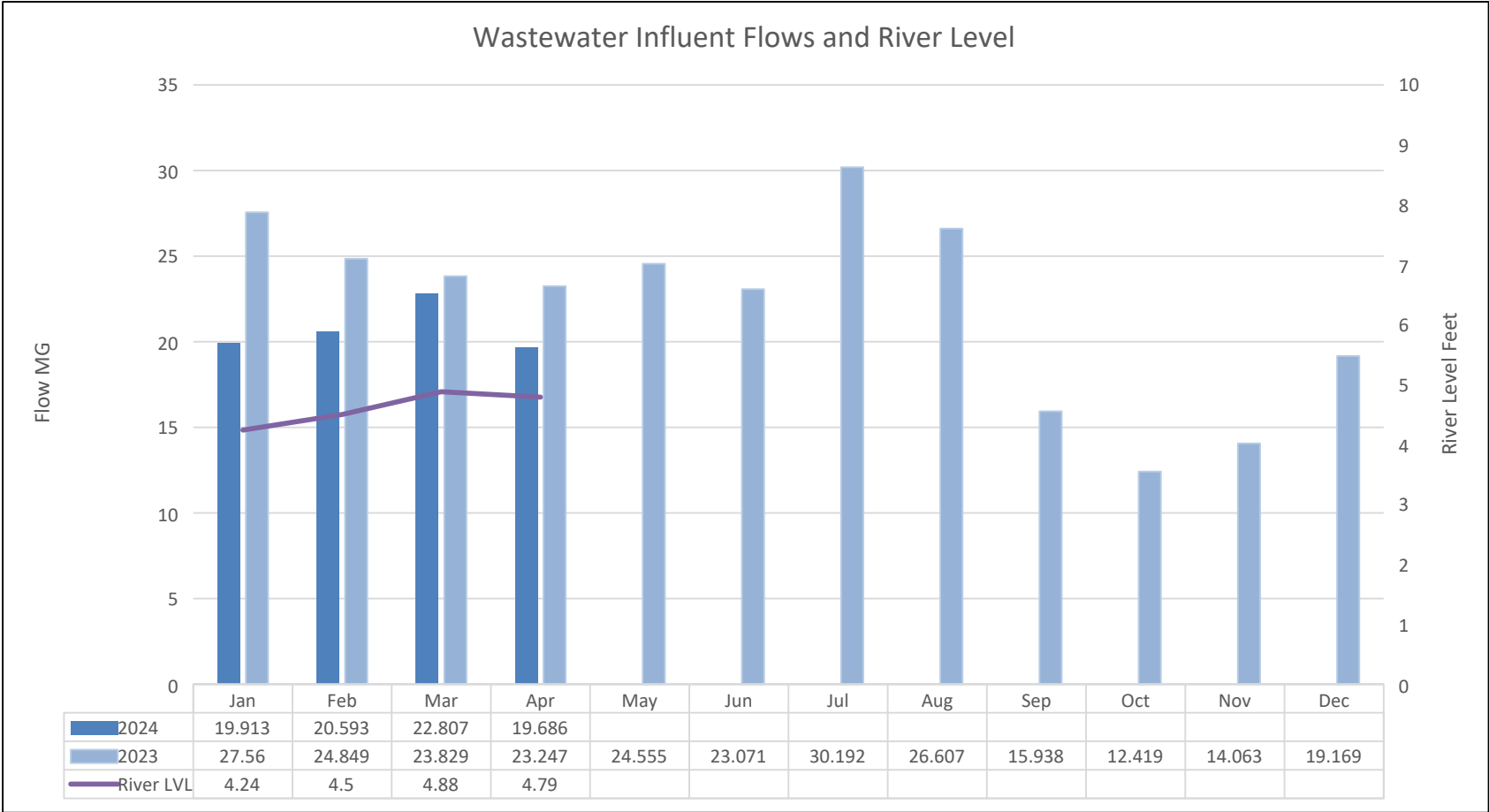
The Firefighter of the Year must demonstrate an extraordinary commitment to all the tasks put before them. This can be evidenced by outstanding actions on the fire ground or at other functions in their community during the year.

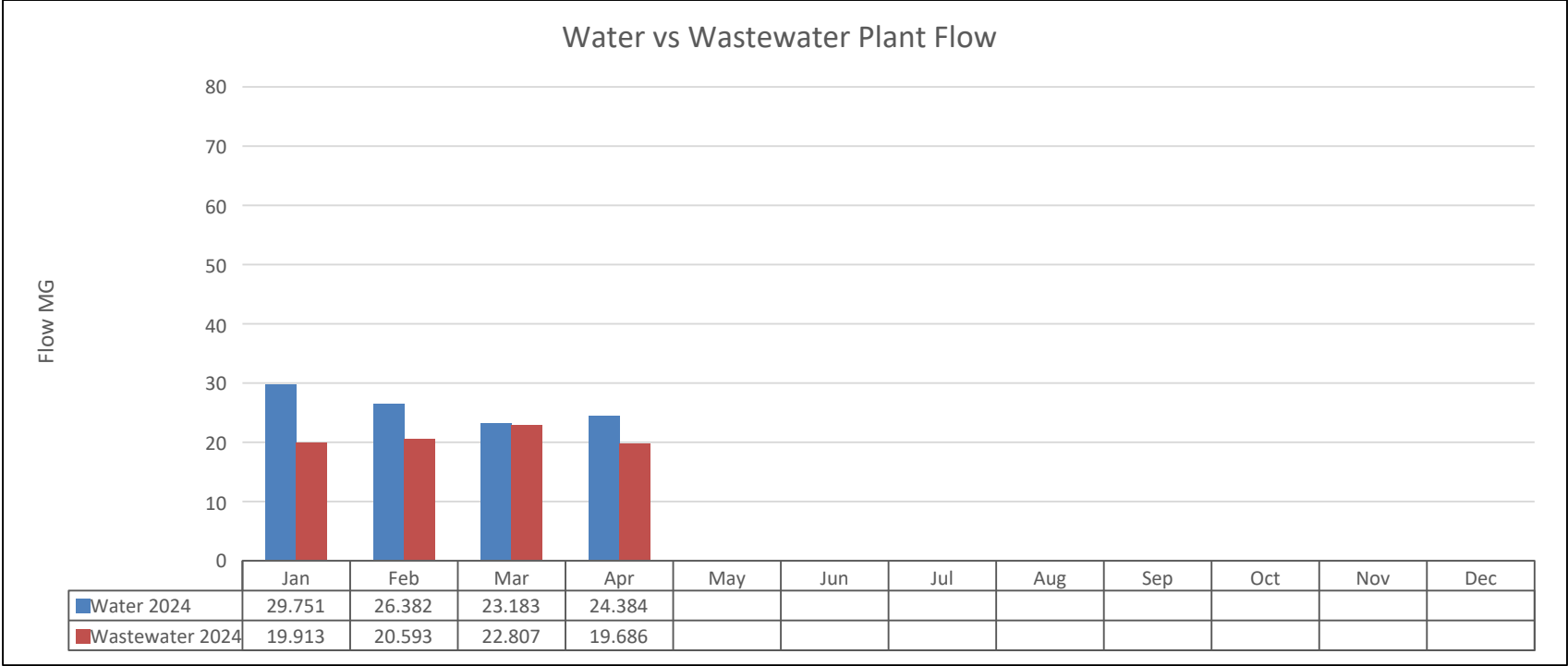
Like to introduce you to the 2023 firefighter of the year. This person has been a go-getter to say the least. With my first interview with this person asking all the right questions for the right reasons, it's the love of people, fellow citizens, and team members that gives focus and drive in the right areas. Being a top responder committed to all calls at all hours. At this time, I would like to introduce to you Fire fighter of 2023 Kaylee Thompson. Kaylee again started 5/11/2022 She has been a top responder two years in a row. At this time your community, fellow firefighters and I would like to honor you and thank you for your service in 2023 as firefighter of the year.



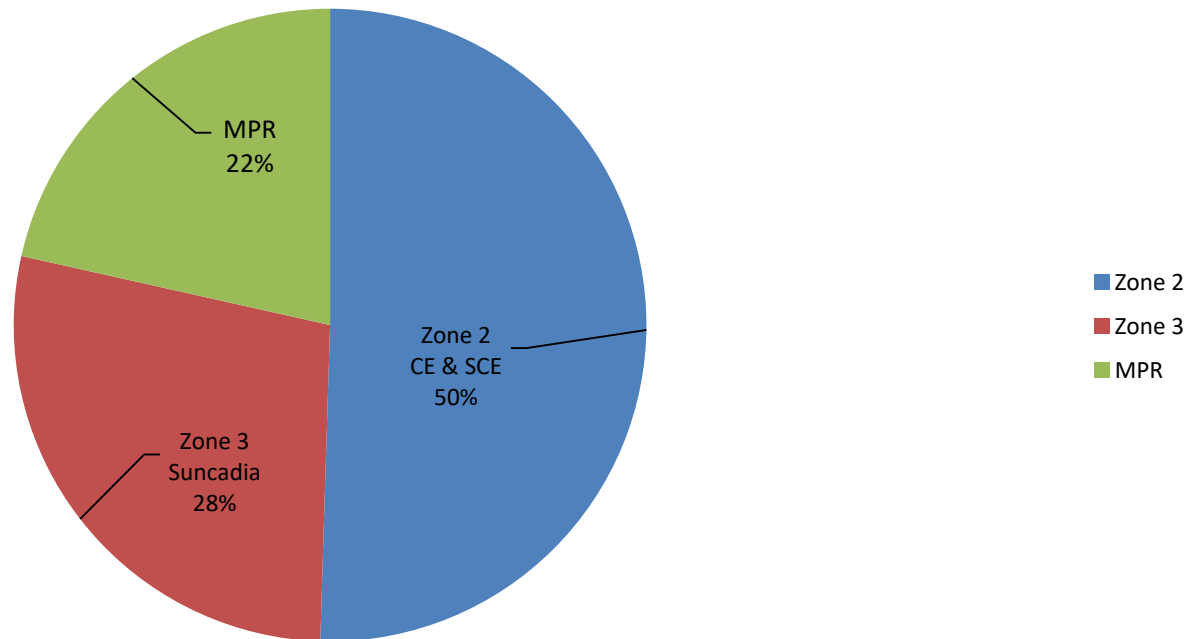








Percent of Flow - April



May 14, 2024 Council Meeting

- Good evening Honorable Mayor and members of the Council.
 - My usual graphs are enclosed in your council packet, I would be happy to answer any questions you may have about them.
 - Both plants continue to run well.
 - The Annual Summary Backflow report has been submitted.
 - The East settling basin has been taken off line and drained for the annual cleaning.
 - There is an opening at the Water plant, the plant operator has left for employment elsewhere, so if you know of someone that might be a good fit send them my way.
 - At the wastewater plant we have the #2 SBR unit offline and drained down for annual maintenance.
 - Back in December the Water Environment Federation was offering a free portable sampler to small systems, all we had to do was submit an application to be considered. Knowing that the City was going to begin a pre-treatment program I submitted an application on behalf of Cle Elum and we were selected to receive a sampler. Today, I received word that the sampler is set to arrive this Friday.



BOYS & GIRLS CLUBS
OF THE COLUMBIA BASIN

GREAT FUTURES START **HERE.**

MISSION STATEMENT

Our mission is to enable all young people, especially those who need us most, to reach their full potential as productive, caring, responsible citizens.

The Boys & Girls Clubs of the Columbia Basin is committed to providing low-cost, safe childcare for families in our community.



AFTER-SCHOOL PROGRAMMING

Open 3:00 – 6:30 PM

Monday – Friday

Cle Elum/Roslyn

Elementary and Middle School

Summer Program

8:30 AM – 6:30 PM



AFTER-SCHOOL PROGRAMMING

- Members receive a 5-component “super snack” after school through a federal program through the USDA, called the Child & Adult Food Care Program (CACFP)
- During school breaks and summer vacation, lunch and snacks will be provided. During summer breaks we will be working with FISH to supply snacks and lunch.
- Club activities are all planned by the Club’s Youth Development Professionals (YDPs). They plan activities, crafts, gym games, homework time, free time, etc.

STAFFING

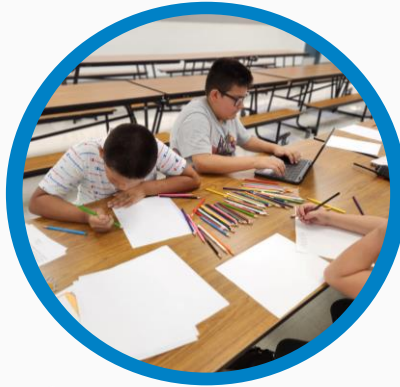
- Our current program is staffed by 3 students from CWU.
- 2 work daily & 1 is a substitute. We have administrative support via the Boys & Girls Club of the Columbia Basin's main office.
- All Kittitas County sites fall under the Boys & Girls Club of the Columbia Basin branch.
- We use Indeed to advertise for our positions. New Kittitas Employees shadow & train with other Club staff in in Moses Lake.

ACADEMIC SUCCESS



MY FUTURE
DIGITAL LITERACY ESSENTIALS

Digital Literacy
Essentials activities



PowerHour encourages youth
to be self-directed learners



**PROJECT
LEARN**

Reinforces academic
enrichment & school
engagement

ACADEMIC SUCCESS



**MONEY
MATTERS**
make it count \$

Money Matters teaches members how financial decisions they make today can impact their future



Summer Brain Gains helps members from falling behind when school is out

HEALTHY LIFESTYLES



HEALTHY HABITS

Good nutrition, regular physical activity & improving overall well-being



Social-Emotional Learning (SEL), drug & alcohol use prevention & premature sexual activity



Daily Physical Activity, Good Nutrition & Healthy Relationships

FINANCIAL SUSTAINABILITY

- The Club is funded through grants, sponsorships, partnerships & private donations
- Cost per Member approximately: \$2,000
- Registration Fees:
 - 1st Month – \$40/Family or \$25/Single Child
 - After 2nd Month – \$25/Family or \$15/Single Child
- Summer Program is \$25 a day with Scholarships available through Hope Source





BOYS & GIRLS CLUBS
OF THE COLUMBIA BASIN

GREAT FUTURES START **HERE.**

Hanson Ponds

This is a working document, collaboratively develop.

Project Goals Summary:

- Protect critical infrastructure (specifically city outfall, Kiwanis Pond, I-90)
 - Reconfigure wastewater outfall to a location that allows for greatest ecological uplift while maintaining NPDES permit standards.
- Improve anadromous salmonid habitat
- Restore floodplain connection and function.
- Provide recreational opportunities within the project site, if/where appropriate

DRAFT Design Criteria

The list of design criteria incorporates site conditions, project area objectives, construction impacts, infrastructure constraints, property owner concerns, and feasibility.

Design criteria serve three primary purposes:

- 1) to clearly document and communicate specific project objectives and constraints,
- 2) to help inform and guide the design process so that objectives are met, and
- 3) provide a basis for future performance monitoring.

Infrastructure

- Minimize the amount of infrastructure (city wastewater outfall) that exists within the floodway.
- Design to protect new outfall location.

- Design to retain all or part of Kiwanis Ponds.
- Create new parking area at west side of Kiwanis Ponds, near existing restroom and with clear new recreational trail access.
 - Do no disturb ground on west side of Kiwanis Ponds (buried dump)
- Do not increase flood risk to I-90. Comply with applicable regulations and WSDOT requirements.
- Do not increase flood risk to adjacent private land owners without consent. Comply with applicable regulations.
- Remove existing outfall infrastructure (pipe and constructed riffle) that will no longer serve as useful with new outfall designs.
- Outfall location to meet preliminary DOE estimated discharge and mixing requirements (to be modified through iterative process). Estimated minimal allowable discharge at wastewater outfall point is 260 cfs (based on Allowable Discharge Analysis).

Recreation

- Maintain or improve existing public access to Kiwanis ponds and the floodplain.
 - Develop a trail network that connects Kiwanis pond and the adjacent floodplain. These trails may appear more of a “user built” impervious surface that alters with the flow regime.
- Include boater/floater safety in mainstem channel treatment options.

Interpretive signage and possibly hazard signage for floaters -

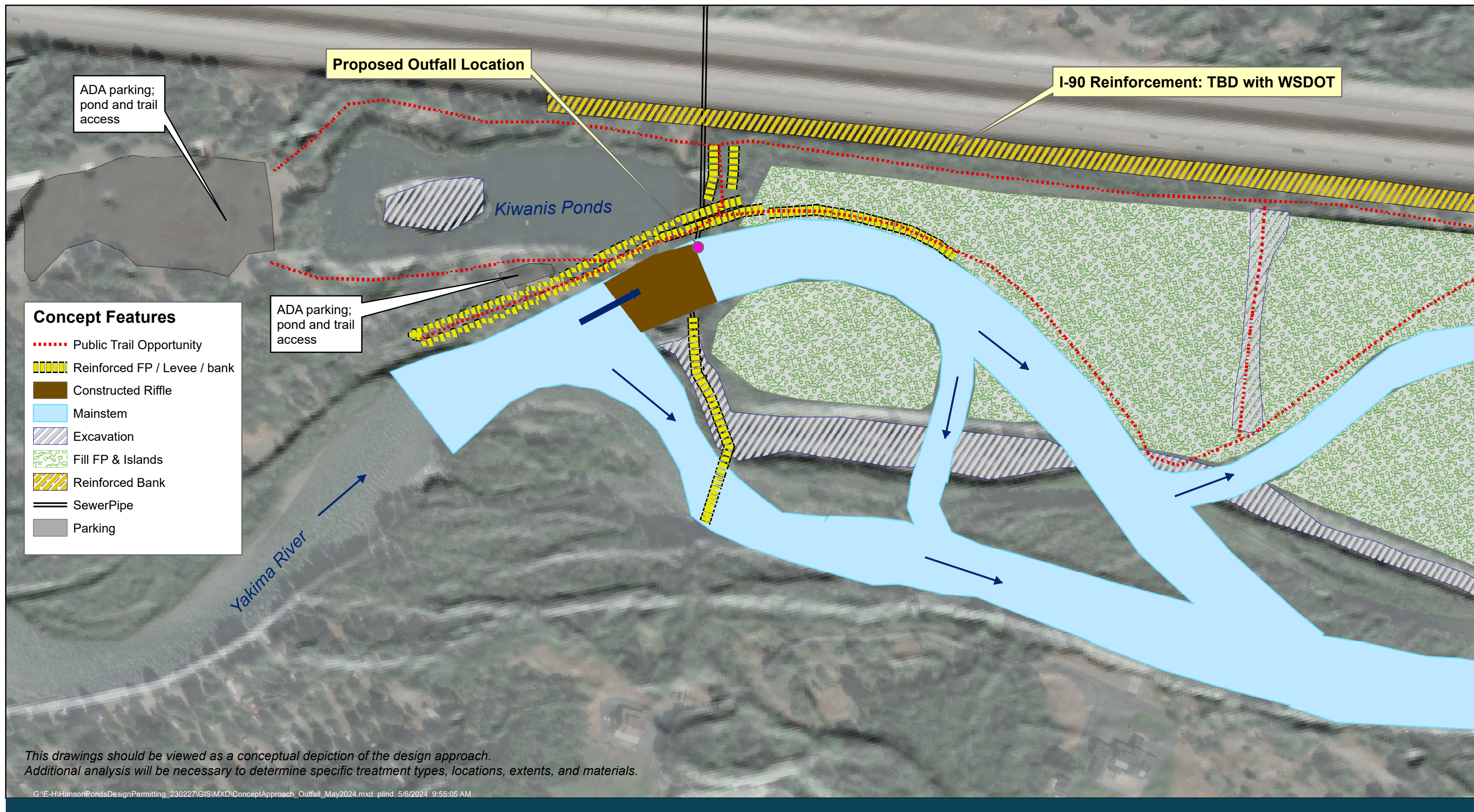
Attempt to maintain perennial flow along the current RR banks for the visual enjoyment of a private property owner.

Environmental

- Maximize area available for floodplain and channel processes.

- Address existing risk of habitat degradation as a result of ponds capturing the mainstem river.
- Improve quality and/or quantity of rearing habitat and maintain or improve migration for steelhead, chinook, coho, sockeye, and bull trout.
- Improve side channel and off-channel habitat quality and quantity, where possible.
- Reduce risk of predation to salmon and steelhead juveniles by warm water fish, by eliminating Hanson Ponds.
- Improve the quantity and quality of floodplain habitats for a diversity of species
- Increase geomorphic and ecologic complexity, where possible.
- Retain or uplift existing quantity of wetlands in the project area to improve ESA aquatic habitat.

Enhance and expand riparian areas.



501 Portway Ave, Suite 101
Hood River, Oregon 97031
www.interfluve.com
541.386.9003

Concept Approach at Proposed Wastewater Outfall

Coordinate System: NAD 1983
State Plane Washington South FIPS 4602
Vertical Datum: NAVD88

0 125 250 375 500 Feet



Hanson Ponds Park
Cle Elum, WA
Concept Approach

PREPARE YOUR FAMILY

Prepare an emergency kit with essentials.

- 3-day supply of non-perishable food that does not require cooking
- 3-day supply of water
- Radio & batteries
- Essential medications
- Essential baby items
- Essential pet items
- Essential toiletry items
- Small tool kit
- Flashlight
- Gloves
- Credit card or cash
- Valuable papers and mementos
- Insurance policy
- Birth certificates
- Immunization records

Sign up for Kittitas County Emergency Alerts to receive information about evacuation notices (see front side for more information)

PREPARE YOUR HOME BEFORE YOU LEAVE

- Shut off propane at the tank or natural gas at the meter.
- Turn off all pilot lights.
- Close all exterior vents.
- Close all exterior doors and windows.
- Close all interior doors.
- Prop a ladder against the house to provide firefighters with easy roof access.
- Connect garden hoses to faucets with spray nozzles attached.
- Move exterior furniture away from your home.
- Screen your chimney to prevent embers from entering your home.
- If you have combustible roofing (shakes) place a sprinkler on the roof so fire fighters can turn on if needed.
- Place a ladder on the ground visible to firefighters



DO NOT LEAVE SPRINKLERS ON. FIREFIGHTERS WILL NEED THIS WATER SUPPLY.

EVACUATION LEVELS

Be familiar with these levels. Because we live in the Wildland Urban Interface upper county residents should always be at Level 1.



LEVEL 1 - READY Be fire-adapted and ready

Take personal responsibility and prepare long before the threat of a wildland fire. Create defensible space by clearing brush away from your home. Use fire-resistant landscaping. Assemble emergency supplies and belongings in a safe place. Plan escape routes and make sure all those residing in the home know the plan of action.



LEVEL 2 - SET Situational awareness

Pack your emergency items. Know how to receive and stay aware of the latest news and information on the fire from local media, your local fire department and public safety. To stay informed, follow the Roslyn Fire Department on social media and tune into local radio stations and news outlets.



LEVEL 3 - GO! Act early

Follow your personal wildland fire action plan as early as possible. Also, be sure to adhere to evacuation instructions as soon as you receive them. Drive slowly and carefully out evacuation routes. Firefighting resources will likely be headed in and/or working along the roadway.

PRSRT STD
ECRWSS
U.S.POSTAGE
PAID
EDDM Retail

*****ECRWSSEDDM****

Postal Customer
City, State, 5-Digit ZIP Code

REDUCING WILDFIRE RISKS



Dear Kittitas County residents and stakeholders,

Kittitas County has experienced increased wildfire activity over the past five years and we expect that trend to continue. This communication is intended to raise awareness of the threat wildfire (especially ember showers) poses to the communities of Kittitas County and what you can do to help protect our community and your family. This guide is focused on the architecture, street grid, and historic character of our older communities.

A note on ember showers: Ember showers are generated from large fires and can travel for two miles. Embers that land in fuel sources like overgrown vegetation, brown leafy debris, wood piles, and junk cause 80% of property losses in wildfires. Ember started fires are very difficult to control, especially when there are several. Please – eliminate fuels near your home. Ongoing pruning and clearing of debris in Fall and early Spring are most effective, so we will work to remind you often!

We hope you find the information helpful and that you will work to protect our community by implementing the recommendations. Kittitas County Fire Adapted Communities Coalition will continue our work to prepare the County.

Sincerely,

Tony Craven
Kittitas Fire Adapted Communities
Coalition (KFACC)

WHAT YOU NEED TO KNOW:

Decades of research have shown that both the house and the landscape adjacent to it play a critical role in surviving a wildfire. A wildfire can transfer from ignited vegetation or an ignited home through:



RADIATION



CONVECTION



EMBERS

80% of homes lost in wildfires are caused by embers.



An ember can enter and ignite your house through open windows, doors and porches. Anywhere snow gets inside your house, so can dangerous embers.

**Sign up for Kittitas County
Emergency Alerts**

A mass notification service alerts you potential safety hazard or concerns, including wildfire evacuations.



WHERE TO START?

When planning wildfire risk reduction reductions, start with the house itself. Then move into the landscaping section of the **Immediate Zone**. Once both have been completed, move into the **Intermediate** and **Extended Zones** around your home.



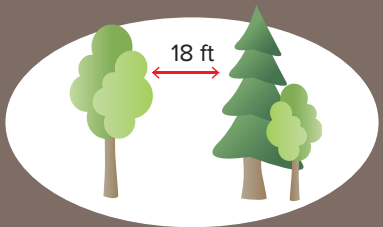
MORE INSIDE >>

IS YOUR HOME AND PROPERTY WILDFIRE-READY?

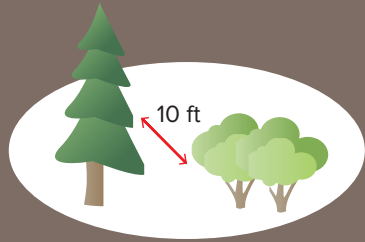


TREE SPACING AND PRUNING GUIDELINES

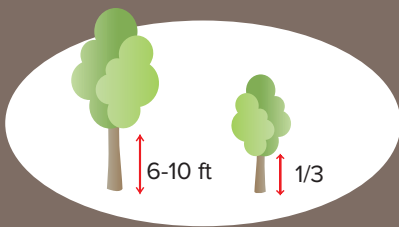
Spacing Immediate Zone: Trees and clumps of trees should have a minimum of 18 feet between tree tops.



Tree Pruning: Keep Shrubs a minimum of 10 ft away from tree branches. Remove grasses and vegetation from below.



For mature, tall trees prune 6-10 feet from ground. For short trees do not prune more than 1/3 overall height.



IMMEDIATE ZONE CHECKLIST

Home and Building Materials

- ☐ **1. Crawl spaces:** Remove combustible materials and install 1/8" mesh screening on vents.
- ☐ **2. Decks and elevated porches:** Line ground with gravel and place 1/8" mesh screening between low-profile decks from surface to ground to block embers. Remove debris, leaves and needles from deck surfaces.
- ☐ **3. Eaves, Soffits and Vents:** Reduce the size and number of embers that pass through. Cover vents and eaves by covering them with a 1/8" metal mesh screening. Use closure devices for foundation vents and installing a louver-type dryer vent that stays closed unless the dryer is running.
- ☐ **4. Gutters:** Keep gutters clean of all material.
- ☐ **5. Roof:** Keep roofs clear of leaf litter and pine needles.
- ☐ **6. Windows:** Consider double-paned windows or shutters over single-paned windows to mitigate radiant heat.

Landscaping / Hardscaping

- ☐ **7.** Dead Vegetation, dried leaves, pine needles and ground debris should be removed.
- ☐ **8.** Consider installing hardscaping around the perimeter of the home — keep free of ground/litter debris.
- ☐ **9.** Remove trees and shrubs from the area, especially Juniper, and/or replace with succulents.
- ☐ **10.** Trim trees that overhang into this area.
- ☐ **11.** Avoid wood mulch — use compost or leave bare dirt.
- ☐ **12.** Ensure you have at least 6" of non-ignitable material before your siding.

INTERMEDIATE ZONE CHECKLIST

Landscaping/Hardscaping

- ☐ **1.** Mow vegetation around propane tanks.
- ☐ **2.** Create fuel breaks with walkways, patios and decks.
- ☐ **3.** Keep lawns and native grasses mowed to a height of four inches.
- ☐ **4.** Remove ladder fuels (vegetation under trees) so a surface fire cannot reach the crowns.
- ☐ **5.** Tree placement should be planned to ensure that the mature canopy is at least 10 feet from the structure.
- ☐ **6.** Water trees, plants and lawns to keep them from becoming dry.

EXTENDED ZONE CHECKLIST

Landscaping

- ☐ **1.** Dispose of heavy accumulations of ground litter/debris.
- ☐ **2.** Remove dead plant and tree material.
- ☐ **3.** Remove small conifers growing between mature trees.
- ☐ **4.** Remove vegetation adjacent to storage sheds or other outbuildings within this area.
- ☐ **5.** Clear alleyways of vegetation, overhanging trees and ground debris.
- ☐ **6.** Trees 30 to 60 feet from the home should have at least 12 feet between canopy tops.

CITY OF CLE ELUM
Planning Department
STAFF REPORT

Clifton Right-of-Way Vacation (VAC-2023-003)

AGENDA DATE: **May 14, 2024**

ACTION REQUESTED: **Public Hearing to consider a Right-of-Way Vacation to vacate a portion of unimproved City right-of-way in the vicinity of E First Street, Block 31, and bounded by BNSF property to the south**

BACKGROUND:

On December 20th, 2023, Dan Clifton submitted a Right-of-Way Vacation petition to vacate a portion of unimproved City right-of-way in the vicinity of E First Street, Block 31, and bounded by BNSF property to the south; and the proposed request was determined complete for processing on March 13, 2024 after receiving the requested appraisal. The purpose of this right-of-way vacation is to remove unimproved land from the inventory of the City (public property). Upon final City Council approval of a Right-of-Way Vacation application, public right-of-way property would revert to the adjacent neighboring properties.

The subject portion of right-of-way is unimproved. No curb, gutter, sidewalks, or asphalt are present. There are also no utility easements.

On May 14, 2024, a public hearing is being conducted before the city council. Following the public hearing, the city council shall determine whether to proceed with the vacation as proposed, to modify the proposal, or deny the requested vacation. If the city council decides to proceed with a vacation, the city staff shall prepare an ordinance to vacate the street or alley provided, that:

1. The owner(s) of the property abutting the street or alley to be vacated shall pay to the city an amount not to exceed one-half of the full appraised or assessed value of the area to be vacated as determined by the city.

- a. If the street or alley has been part of a dedicated public right-of-way for twenty-five years or more, or if the subject property or portions thereof were acquired at public expense, the city may require the owners of the property abutting the street or alley to compensate the city in an amount that does not exceed the full appraised or assessed value of the area vacated.

2. The city may retain an easement or the right to exercise and grant easements in respect to the vacated land for the construction, repair, and maintenance of public utilities and services.

3. The vacation shall not go into effect until the required fees and charges have been paid and the city is reimbursed for all costs incurred in processing the proposed vacation.

H. A certified copy of the ordinance shall be filed with the county assessor and recorded with the county auditor.

I. If compensation is determined to be required, one-half of the revenue received by the city as compensation for the area vacated must be dedicated to the acquisition, improvement, development, and related maintenance of public open space or transportation capital projects within the city.

RECOMMENDATION:

The Planning Division recommends that the petition for the vacation of platted right-of-way be approved, subject to conditions.

ATTACHMENTS:

Staff Report; Vicinity Map; Site Plan; Application; Public Notices; Appraisal

LEAD STAFF:

Colleda Monick, City Planner

City of Cle Elum
119 West First Street
Cle Elum, WA 98922



Phone: (509) 674-2262
Fax: (509) 674-4097
www.cityofcleelum.com

CITY OF CLE ELUM
FINDINGS of FACT, CONCLUSIONS, & RECOMMENDATION

for

PETITION FOR RIGHT-OF-WAY VACATION

Application File: VAC-2023-003

PETITIONER: Susan Zackovich on behalf of Dan Clifton and Road Voyages

REQUEST: Proposed public right-of-way vacation in the vicinity of E First Street, Block 31, and bounded by BNSF property to the south

PROJECT LOCATION: That certain alley in Block 31, THIRD ADDITION TO CLE ELUM, in the County of Kittitas, State of Washington, as per plat thereof recorded in Book 2 of Plats, page 29, records of said County, which is bounded on the North by E First St, on the South by the Burlington Northern Santa Fe (BNSF) Railroad right-of-way, on the West by Lots 1 through 5 of said Block 31, and on the East by Lots 6 through 10 of said Block 31

PARCEL NUMBER(S): 323134, 593134, and 643134

DATE OF REQUEST: March 13, 2024

DATE OF HEARING: May 14, 2024

STAFF CONTACT: Colleda Monick, Planning Consultant

I. DESCRIPTION OF REQUEST:

The applicant is requesting to vacate a portion of public right-of-way in the vicinity of E First Street, Block 31, and bounded by BNSF property to the south, extending along the eastern boundary of parcels 323134, and 593134, and along the western boundary of parcel 643134, located in the General Commercial zoning district.

II. SUMMARY OF RECCOMENDATION:

From the review of the site, the matters contained in the application, and a review of the Cle Elum Comprehensive Plan 2037, the Cle Elum Urban Area Zoning Ordinance, and RCW 35.79, Planning Staff makes the following:

III. **FINDINGS:**

- A. **Background:** On December 20th, 2023, the City of Cle Elum received a petition from Susan Zackovich on behalf of Dan Clifton and Road Voyages for the vacation of a portion of right-of-way. The application was deemed complete and ready for processing on March 13, 2024.
- B. **Council Authority:** The Council has jurisdiction to conduct public hearings on petitions and resolutions to vacate streets and public right-of-way pursuant to CEMC 14.30.200.
- C. **Urban Area Zoning Ordinance:** Technically, street rights-of-way are not designated with an underlying zoning district. However, upon vacation they become zoned the same as the properties to which they are immediately contiguous. In this case, the contiguous zoning is General Commercial. The entire portion of right-of-way to be vacated will be zoned General Commercial, consistent with the zoning that is currently located along the right-of-way.
- D. **Cle Elum Comprehensive Plan 2037:** Street rights-of-way do not contain an underlying Comprehensive Plan designation. Upon vacation they will obtain the same Comprehensive Plan designation as the properties to which they are immediately contiguous. The subject portions of right-of-way, once vacated, will have a Future Land Use Designation of Commercial.
- E. **Revised Code of Washington (RCW) 35.79:** This chapter of state law stipulates the state's requirements for the process of vacating street right-of-way. All requirements of this chapter that can be accomplished prior to the public hearing have been fulfilled. State law provides that the property within the limits to be vacated shall belong to the owners of the lots abutting each side of the vacated area, one-half to the owners on each side of the vacated area (RCW 35.79.040).

IV. **ZONING AND LAND USE:**

The property being vacated is considered public right-of-way and surrounding properties have the following characteristics:

<u>Direction</u>	<u>Zoning</u>	<u>Land Use</u>
North	General Commercial	Recreational Vehicle Park
South	Industrial	BNSF Railroad
East	General Commercial	Vacant Land
West	General Commercial	Vacant Land

V. **STAFF REVIEW:**

A meeting was held to discuss the possible impacts of this vacation. The following comments were received from public agencies and private companies with an interest in development herein being reviewed:

- A. Traffic Engineering: No issue with the vacation. There are no future plans to develop this area or to extend utilities through the existing right-of-way.
- B. Planning: The vacation would deny access to parcel 593134. Recommendation that the applicant merge parcel 593134 with parcel 643134 or record an access easement for parcel 593134 prior to any vacation recording.
- C. No public comments or agency comments were received.

VI. PUBLIC USE OF RIGHT-OF-WAY:

The subject portion of right-of-way to be vacated is completely unimproved on the surface. No curb, gutter, or asphalt are located in this portion of right-of-way.

VII. CRITERIA FOR VACATION OF RIGHT-OF-WAY:

CEMC Ch. 14.30.200 provides specific guidelines for right-of-way vacations. These guidelines include ten criteria that must be met in the granting of vacation petitions. There are as follows:

a. The need for the proposed vacation.

Staff Response: The property owner has stated the following as the reason to vacate; "The alley ROW has not been utilized by the City for access in several years with any maintenance performed by the Owners of the adjacent parcels. Per coordination with City staff regarding the potential to vacate the alley ROW the City noted, "Due to the proximity of the Project Site to the BNSF Railroad, neither Short Avenue nor the alley provide a connection to other streets. However, the city does lease property from BNSF that is behind the site (parcel 956765) and currently uses Short Avenue to access this site. Proposed vacations would need to address how the City would retain access to the leased property."

b. The current use of the street or alley.

Staff Response: There is no current use.

c. Easement within the right-of-way.

Staff Response: No recorded easement through the right-of-way.

d. Whether the proposed vacation is consistent with the goals and policies of the comprehensive plan.

Staff Response: The City's Comprehensive Plan has the following policies regarding right of way vacations. In each instance, this vacation meets these requirements.

Transportation Policy #11: Street and alley vacations should be supported when: a) The right of way to be vacated is not needed for future public use; b) The right of way to be vacated is not needed for the interconnection of the roadway system; c) The adjoining property owners have demonstrated a need for the vacation; and d) The resulting configuration of the street and/or alley,

conforms with the adopted City plans, ordinances, and development regulations.

Transportation Policy #12: Street vacations should only be supported in Downtown and in neighborhoods that have been developed around a traditional grid system when the resulting configuration will not significantly interrupt the function of the overall grid system.

e. Whether the street or alley abuts a body of water (See RCW 35.79.035).

Staff Response: N/A

f. The impact of the proposed vacation on neighboring properties.

Staff Response: As it is unimproved right-of-way, the vacating of the parcel will only affect the three abutting parcels. Parcel 593134 would no longer have access, so an access easement would be required to be recorded through parcel 643134 prior to recording the vacation, or the properties would need to be merged.

g. Potential environmental impacts

Staff Response: None noted. There is no anticipated environmental factors that would be adversely affected by this vacation.

h. Potential impacts on the public health, safety, and welfare.

Staff Response: None identified. There is no anticipated development that would be adversely affected by this vacation.

i. The public benefit of the proposed vacation.

Staff Response: As there are no plans to improve this section of right-of-way into a public street, or to extend utilities through this area, nor is there current access, vacating this portion of right-of-way will not adversely affect the public.

j. The recommended methodology for determining the value of the street or alley to be vacated.

Staff Response: The valuation method was conducted by Fidelity Appraisal Service LLC and was based on the land assessment by Kittitas County. Based on the research of the surrounding parcels, the value was based on the rate of increase consistent with surrounding parcels for size in relation to value. The estimated value of the additional lot square footage is \$21,960.

VIII. COMPENSATION:

A. CEMC 14.30.200(G)(1) states, "The owner(s) of the property abutting the street or alley to be vacated shall pay to the city an amount not to exceed one-half of the full appraised or assessed value of the area to be vacated as determined by the city."

B. CEMC 14.30.200(G)(1)(a) states, "If the street or alley has been part of a dedicated public right-of-way for twenty-five years or more, or if the subject property or portions thereof were acquired at public expense, the city may require the owners of the property abutting the street or alley to compensate the city in an amount that does not exceed the full appraised or assessed value of the area vacated."

The appraised value, as provided by the Petitioner, is reported as \$21,960 as determined by Fidelity Appraisal Service LLC. (Half is \$10,980)

IX. TRAFFIC STUDY:

The City of Cle Elum's Engineer has determined that a traffic study is not required for this right-of-way vacation.

X. ENVIRONMENTAL REVIEW:

Street vacations are categorically exempt from SEPA review (WAC 197-11-800(2)(i)).

XI. PUBLIC NOTICE:

The Cle Elum City Council set the date of this public hearing for street vacation on March 26, 2024, by Resolution NO. 2024-007, in accordance with RCW 35.79.010.

Other notices of this hearing were provided for in the following manner:

Posting of the property	April 3, 2024
Adjoining property owners notified	April 3, 2024
Legal ad published	April 4, 2024
Posting in three public places	April 3, 2024

XII. CONCLUSION:

1. Petition signatures for this vacation were obtained from the necessary two-thirds of the property owners fronting this vacation.
2. If this request is approved, the vacated right-of-way will be zoned General Commercial.
3. Prior to recording, an easement or property merger would be required as no properties can be denied sole access to the public street system by vacating right-of-way.
4. The petition for vacation of this public right-of-way does not conflict with any planned street improvement projects or other plans or projects of the City of Cle Elum.
5. The intended use of the property, once vacated, will benefit the property owners.
6. A traffic study for this proposal was not required.
7. All necessary requirements for street vacations in RCW 35.79 are met.
8. Compensation to the City is at the discretion of the city council, per CEMC 14.30.200. One half of the appraised value would be \$10,980.
9. No letters were received during the public comment period, which closed on April 19, 2024.

XIII. RECOMMENDATION:

The Planning Division recommends that the petition for the vacation of platted right-of-way adjacent to land owned by Susan Zackovich, be approved, subject to the following conditions:

- A. Prior to an Ordinance vacating the right-of-way, an easement to provide access to parcel 593134 shall be created, or a property merger must be filed and approved.
- B. Prior to recording the Ordinance, all outstanding invoicing must be paid in full.
- C. The vacated right-of-way shall be zoned General Commercial.

Council Actions, Options and Potential Motions:

Move to close the public hearing and request staff to prepare an ordinance as defined in Resolution 2024-007, once an easement or property merger has been filed and approved for parcel 593134, with the vacated portion of the public right-of-way belonging to the abutting property owners, one-half to each, and to request the applicant to provide payment to the city not to exceed one half of the appraised valued.

Move to close the public hearing and request staff to prepare an ordinance as defined in Resolution 2024-007, once an easement or property merger has been filed and approved for parcel 593134, with the vacated portion of the public right-of-way belonging to the abutting property owners, one-half to each, with a provision retaining the conveyance of a Public Utility Easement (PUE) for future construction repair and maintenance of future utilities and services, and to request the applicant to provide payment to the city not to exceed one half of the appraised valued.

Move to close the public hearing and deny the vacation.

CLIFTON
VAC_2023_003

EXHIBIT LIST

Application for Right-of-Way Vacation
Vicinity Map
Site Plan
Resolution for Set Date (Resolution No. RES 2024-007)
Land Use Action Signs
Notice of Petition & Public Hearing
Press Release
Parties Notified

119 West First Street
Cle Elum, WA 98922
Telephone · (509) 674-2262
Fax · (509) 674-4097
www.cityofcleelum.com



PETITION TO VACATE A CITY RIGHT-OF-WAY

The owners of an interest in any real estate abutting upon any street or alley who may desire to vacate the street or alley, or any part thereof, may petition the City to make vacation, giving a description of the property to be vacated, or the City may itself initiate by resolution such vacation procedure. See RCW 35.79 for more information

OFFICIAL USE ONLY	
Permit #:	VAC-2023-003
Staff Person:	V. Bul
Fee Total:	1175.00
Associated Permits:	

TO THE CITY COUNCIL AND MAYOR:

The undersigned persons are owners of more than two-thirds (2/3) of all the private property abutting upon the right-of-way described below and shown on the attached map:

Identification of Right-of-Way by name and/or Plat/Block: TWN Cle Elum
Block 31 Third Addition

The undersigned desire that the above described right-of-way be vacated so that it will be available for private use and further petition the City Council, to, by resolution, fix a time and place when this Petition shall be heard and determined, which time shall be not less than twenty (20) days nor more than sixty (60) days after the date of passage of said resolution; and further petition the City Council to instruct the City Clerk, upon passage of the resolution, to give at least twenty (20) days prior notice of the pendency of said Petition, by posting a notice in three (3) of the most public places in the City of Cle Elum and a like notice in a conspicuous place on each portion of right-of-way to be vacated, which notice shall contain a statement that a petition has been filed to vacate said portion of street, which shall be described in the notice together with a statement of the time and place fixed for the hearing of said petition. The applicant by signing this agreement also agrees to pay all costs associated with its review.

Date: 12/18/2023

Property Owner Signatures:

Susan Zuckovich

Application Criteria ¹	
1.	A cover letter indicating the names of the applicants, a description of the right-of-way and the reasons for its vacation.
2.	A map clearly indicating the subject right-of-way to be vacated and the adjoining property owners.
3.	A professional survey of the proposed vacation.
4.	Payment of a fee that is consistent with the City of Cle Elum's fee schedule.

1. The application will not be processed and deemed incomplete if not all required criteria is not attached to application on the day of submission. The Planner may chooses to wave some of the required criteria. If any of the required criteria is provided in another permit please cite that permit.

Receipt: 15607 12/20/2023
Acct #: 2379 COPY
City Of Cle Elum
119 W First Street
Cle Elum, WA 98922
5096742262

Dan Clifton
490 Big Tail Road
Cle Elum, WA 98922

Invoice Payment

Memo: Receipt for Petition to Vacate
Right of Way Permit
Application- Permit #
VAC-2023-003

Inv#: 6804 Amt Paid: 1,175.00
Fees for Petition to Vacate Right of Way
Permit Application- Permit #
VAC-2023-003

Non Taxed Amt:	<u>1,175.00</u>
Total:	1,175.00
Chk: 13050	<u>1,175.00</u>
Ttl Tendered:	1,175.00
Change:	0.00

Issued By: Virgil
 12/20/2023 10:49:48



City of Cle Elum
119 West First Street
Cle Elum, WA. 98922
509-674-2262

Dan Clifton
490 Big Tail Road
Cle Elum, WA 98922

Account Information			
Cust #:	2379		
Date:	12/20/2023	Due:	01/19/2024
Invoice #:	6804		
For:	Planning And Development		

Item	Taxed	Quantity	Amount	Total
Planning And Development	N	1.0000	1,175.00	1,175.00
Fees for Petition to Vacate Right of Way Permit Application- Permit # VAC-2023-003			Non Taxed:	1,175.00
			Taxed:	0.00
			Tax @ 6.00%:	0.00
			Payments:	0.00
			Total:	1,175.00

THANK YOU!

Petition to Vacate Alley ROW

Cover Letter: Petition to Vacate Alley Right-of-Way

To: City Council, City of Cle Elum

The following letter has been provided per RCW 35.79, and the Application Criteria noted in the City's Petition to Vacate a City Right-of-Way (ROW). The purpose is to comply with provisions in the code to obtain approval from City Council to vacate an existing alley ROW and designate the access as a private drive.

- Applicant Information.

- Name: Dan Clifton doing business as Central Equipment Rental
- Mailing Address: 490 Big Tail Rd, Cle Elum, WA 98922
- Parcel Numbers Owned by Applicant Abutting Proposed Alley Vacation:
 - #643134, #593134



- Description of the Right-of-Way:

The proposed alley ROW is located on the east side of Cle Elum and bounded E First St to the north, Parcel #'s 323134 & 593134 to the west, Parcel #643134 to the east, and Burlington Northern Sante Fe (BNSF) ROW to the south. More generally the project is located in TWN Cle Elum, Block 31 Third Addition. See attached Vicinity Map for reference.

The existing alley ROW serves (3) parcels and is accessed off the south side of E First St. The alley ROW is currently used to access a commercial while the southern portion of the alley ROW is largely vacant. The alley ROW is 20-ft in width and approximately 260-ft in length with no utilities. The access off First St is compacted gravel while the southern portion is loose to compacted gravel covered in miscellaneous weeds and native vegetation. No trees, bushes, or shrubs are located within the alley ROW. The alley ROW is flat with slopes in the range 0-2% with no current erosion or drainage issues noted.

Previous environmental work within and around the alley ROW is documented in a Phase I Environmental Site Assessment dated February 13, 2018 prepared by Kane Environmental, Inc. Per the Executive Summary the report noted, "*Extensive environmental investigations and remedial activities were documented between 1988 and 2003, leading the Washington State Department of Ecology to grant a no further action (NFA) designation for the Property in 2003. Kane Environmental reviewed available environmental reports and concludes that the Property was sufficiently remediated prior to the 2003 NFA designation... This assessment has revealed no evidence of recognized environmental conditions (REC) in connection with the Property.*"

Per review of the City's current and proposed Critical Areas Ordinance the alley ROW does not lie within any wetland areas, frequently flooded areas, fish & wildlife habitat, hazardous slopes, or coal mines.

- Reasons for the petition to Vacate:

The alley ROW has not been utilized by the City for access in several years with any maintenance performed by the Owners of the adjacent parcels. Per coordination with City staff regarding the potential

Petition to Vacate Alley ROW

to vacate the alley ROW the City noted, *"Due to the proximity of the Project Site to the BNSF Railroad, neither Short Avenue nor the alley provide a connection to other streets. However, the City does lease property from BNSF that is behind the site (parcel 956765) and currently uses Short Avenue to access this site. Proposed vacations would need to address how the City would retain access to the leased property."* Attached is an exhibit to address City staff comments showing the existing accesses for Parcel #956765 would remain and be unaffected by the proposal to vacate the existing alley ROW.

The proposal to vacate the alley would not only formalize the maintenance responsibilities but also allow current and future Owners of the adjacent parcels to determine potential building permit requirements. Per coordination with Washington State Department of Transportation (WSDOT) there is a designation between a private drive and public access with WSDOT suggesting a private drive would be more appropriate given the 20-ft dead-end access only serving (3) parcels.

If the petition to vacate were granted the final conditions for the alley would include an easement with similar dimensions as the current alley to access Parcel #593134 in the south. The access for all (3) parcels would be considered a private drive. Any improvements to the private drive as part of any potential development to adjacent properties would still comply with the International Fire Code and similar standards for development.

Per Part 2 of the Application Criteria, a map has been attached indicating the names of the subject right-of-way to be vacated and the adjoining property owners. In addition, a professional survey of the proposed vacation has been attached per Part 3 of the Application Criteria.

DATE: 01/31/2024

TO: Dan Clifton
danciflton@hotmail.com

FROM: Amy L. Casto
Fidelity Appraisal Service LLC
114 W 1st Suite A
Cle Elum, WA 98922

RE: Petition to Vacate Right of Way



The scope of this appraisal is for the purpose of a boundary (lot) line adjustment to allow to vacate a city right of way by the City of Cle Elum. It is to allow for the modification of common property lines between adjacent lots, tracts, or parcels in order to accommodate a minor transfer of land. The adjustment or elimination process shall not create any additional lots, tracts or parcels, nor shall it create a buildable lot from a parcel not originally intended to be buildable. All resulting lots, tracts or parcels shall contain sufficient area and dimension to meet minimum current requirements for zoning and building purposes

Description of the Right-of-Way:

The proposed alley ROW is located on the east side of Cle Elum and bounded E First St to the north, Parcel #'s 323134 & 593134 to the west, Parcel #643134 to the east, and Burlington Northern Sante Fe (BNSF) ROW to the south. More generally the project is located in TWN Cle Elum, Block 31 Third Addition.

The valuation method was based on the land assessment by Kittitas County. Based on research of the surrounding parcels, the new parcel value was based on the rate of increase consistent current parcels for size and road frontage in relation to value. The increased assessment value of parcel #323134 was included and not currently owned by the client.

The estimated value of the additional lot square footage is \$21,960.

Thank you

Signature: _____

Amy L. Casto

**ENGAGEMENT LETTER**

Date: 01/03/2024

To: Dan Clifton
E-Mail: danclifton@hotmail.com

Pursuant to your request, the following agreement is proposed for the appraisals of the properties located at:

Adjacent parcel number 643134
Petition to Vacate Right of Way**Fee \$850****Scope of Work**

Boundary line adjustment for parcel #643134 to acquire the adjacent vacated alley way owned by the City of Cle Elum. The boundary line adjustment is to allow for the modification of common property lines between adjacent properties, parcels, lots or tracts in order to accommodate a minor transfer of land. The adjustment or elimination process shall not create any additional lots tracks or parcels, nor shall it create a buildable lot from a parcel not originally intended to be buildable. All resulting lots, tracts or parcels shall contain sufficient area and dimensions to meet minimum requirements for zoning and building purposes.

The definition of market value is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- Both parties are well informed or well advised.
- Both parties are acting in their own best interest.
- Payment is made in terms of U.S. dollars cash.
- The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

The total proposed fee for this appraisal service is \$850.00 and payment is required in full at the time of the property inspection.

If we are required to support or defend this appraisal in any courtroom situation or depositions for any party associated with this case, an additional fee of \$1500 for any scheduled court appearance plus \$150 per hour (three hour minimum) required to be paid prior to appearance, with any excess hours over three to be billed and due within 5 days of appearance.

We make no warranties or guarantees of any kind regarding the deficient conditions of the subject property, sufficiency of title, areas and boundaries, mechanical and structural conditions of the property.

Sincerely,
Amy L. Casto
Fidelity Appraisal Service LLC.
114 W 1st St, Suite A
Cle Elum, WA 98922
(509) 674-3989

Approval Signature & Date

Borrower Lot Line Adjustment

Property Address

City Cle Elum County Kittitas State WA Zip Code 98922

Lender/Client danciflton@hotmail.com Address



1/31/24, 11:11 AM

TerraScan TaxSifter - KITTITAS County Washington



KITTITAS COUNTY
WASHINGTON



TAXSIFTER

[SIMPLY SEARCH](#) [SALES SEARCH](#) [COUNTY HOME PAGE](#) [CONTACT](#) [DISCLAIMER](#)

[PAYMENT CART\(0\)](#)

Mike Hougardy
Kittitas County Assessor 205 W 5th Ave Ste 101 Ellensburg WA 98926

[Assessor](#) [Treasurer](#) [Appraisal](#) [MapSifter](#)

Parcel

Parcel#: 643134 Owner Name: ROAD VOYAGES INC
DOR Code: 91 - Undeveloped - Land Address1:
Address2: 306 W 2ND ST
Map Number: 20-15-25054-3106 City, State: CLE ELUM WA
Status: 98922-1014 Zip:
Description: TWN CLE ELUM; THIRD ADD. PART OF LOT 6; LOTS 7 THRU 10; BLK 31
Comment: 1-LAND-TR-6/17/04-SR-TESTING IS CLEAN PER NEIGHBOR TR-10/14/99-SR-PROPERTY STILL IN ENVIRONMENTAL REMEDIATION.

Land

Land Code	Unit Type	Units	Land Shape	Width	Depth
COM \$3.50/SF	Square Feet	16320.00000000 + 3320 = 19,640			27600.00 = 119,160
COM \$5.50/SF	Square Feet	11280.00000000 + 1800 = 13,080			32800 = 141,120

Property Images

Click on an image to enlarge it.



Old Value \$119,160
New Value \$141,120

total acquisition \$21,960

1.0 #368.10162

Data current as of: 1/30/2024 2:04 PM

TX_RollYear_Search: 2024

Acquisition
per parcel.

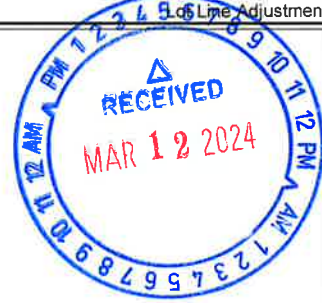
Parcel # 323134 \$5,555
Parcel # 503134 \$5,425
Parcel # 643134 \$10,980

New Parcel
Sq footage

Parcel 323134 17,850 sq ft
Parcel 593134 26,380 sq ft
Parcel 643134 30,200 sq ft

<https://taxsifter.co.kittitas.wa.us/AppraisalDetails.aspx?keyId=1422270&parcelNumber=643134&typeID=1>

1/1



City Access to Parcel #956765



Date: 12/12/2023

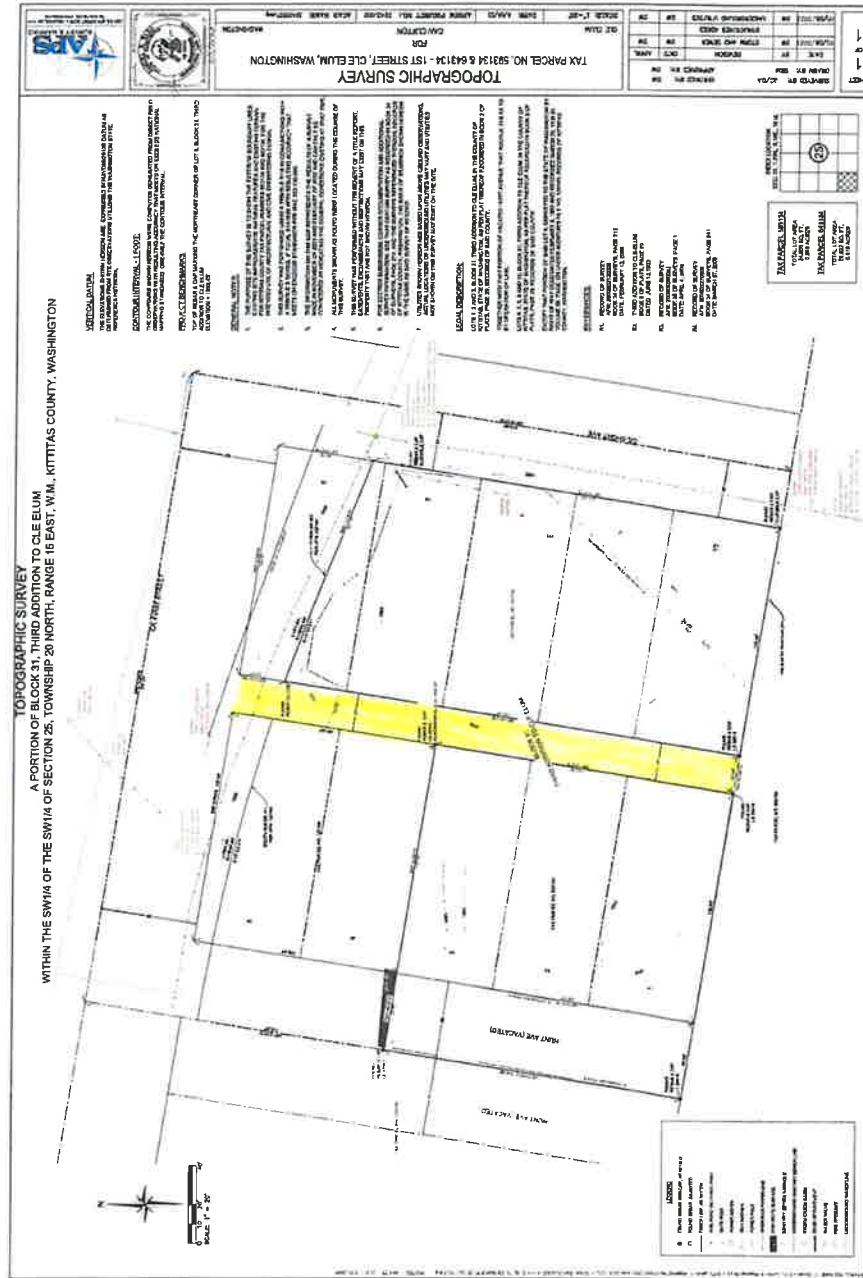
Disclaimer:
 Kittitas County makes every effort to produce and publish the most current and accurate information possible. No warranties, expressed or implied, are provided for the date, its use, or its interpretation. Kittitas County does not guarantee the accuracy of the material contained herein and is not responsible for any use, misuse or representations by others regarding this information or its derivatives.

1 inch equals 752 feet

0 0.07 0.15 0.3 mi



Address





301 E. Fourth Street, Cincinnati, OH 45202

DECLARATIONS
for
REAL ESTATE APPRAISERS
ERRORS & OMISSIONS INSURANCE POLICY

THIS IS BOTH A CLAIMS MADE AND REPORTED INSURANCE POLICY.

**THIS POLICY APPLIES TO THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED
AND REPORTED IN WRITING TO THE COMPANY DURING THE POLICY PERIOD.**

Insurance is afforded by the company indicated below: (A capital stock corporation)

☒ Great American Assurance CompanyNote: The Insurance Company selected above shall herein be referred to as the **Company**.Policy Number: **RAP3668157-24**Renewal of: **RAP3668157-23**

Program Administrator: **Herbert H. Landy Insurance Agency Inc.**
100 River Ridge Drive, Suite 301 Norwood, MA 02062

Item 1. **Named Insured:** **Amy L. Casto**Item 2. **Address:** **114 W 1st St, Suite A****City, State, Zip Code:** **Cle Elum, WA 98922**

Item 3. **Policy Period:** From **01/25/2024** To **01/25/2025**
(Month, Day, Year) (Month, Day, Year)

(Both dates at 12:01 a.m. Standard Time at the address of the **Named Insured** as stated in Item 2.)Item 4. **Limits of Liability:**

- A. \$ **1,000,000** **Damages Limit of Liability – Each Claim**
 B. \$ **1,000,000** **Claim Expenses Limit of Liability – Each Claim**
 C. \$ **2,000,000** **Damages Limit of Liability – Policy Aggregate**
 D. \$ **2,000,000** **Claim Expenses Limit of Liability – Policy Aggregate**

Item 5. **Deductible (Inclusive of Claim Expenses):**

- A. \$ **0.00** **Each Claim**
 B. \$ **0.00** **Aggregate**

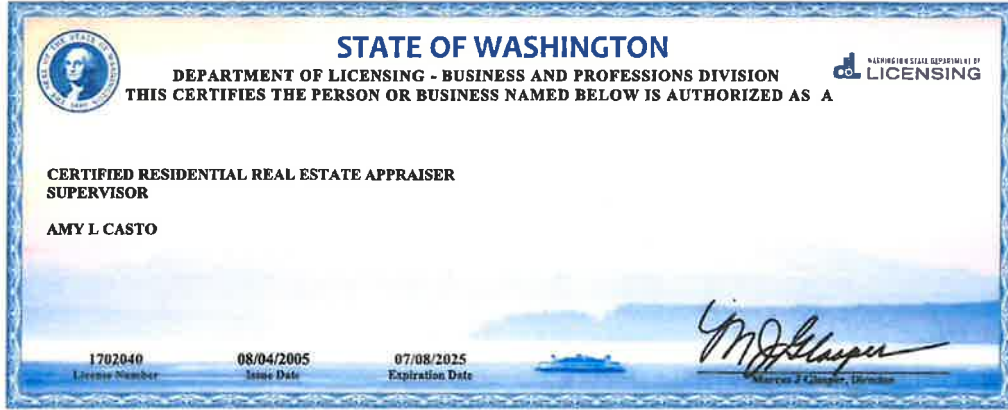
Item 6. **Premium:** \$ **700.00**Item 7. **Retroactive Date (if applicable):** **01/25/2008**Item 8. **Forms, Notices and Endorsements attached:**

D42100 (03/15) D42300 WA (05/13) IL7324 (07/21)
D42402 (05/13) D42412 (03/17) D42413 (06/17) D42414 (08/19)

Randy A. Ferguson
 Authorized Representative

D42101 (03/15)

Page 1 of 1



(R/4/23)

INVOICE

Date: 01/30/2024

File No. 0FAS4577
Lot Line Adjustment

Prepared for:

Dan Clifton
danclifton@hotmail.com

Property Appraised:

Lot Line Adjustment
Cle Elum, WA 98922

Work Performed:

Valuation of acquired property through a lot line adjustment	\$	850.00
	\$	
	\$	
	\$	
	\$	
	\$	
Total Amount Due:		\$ 850.00

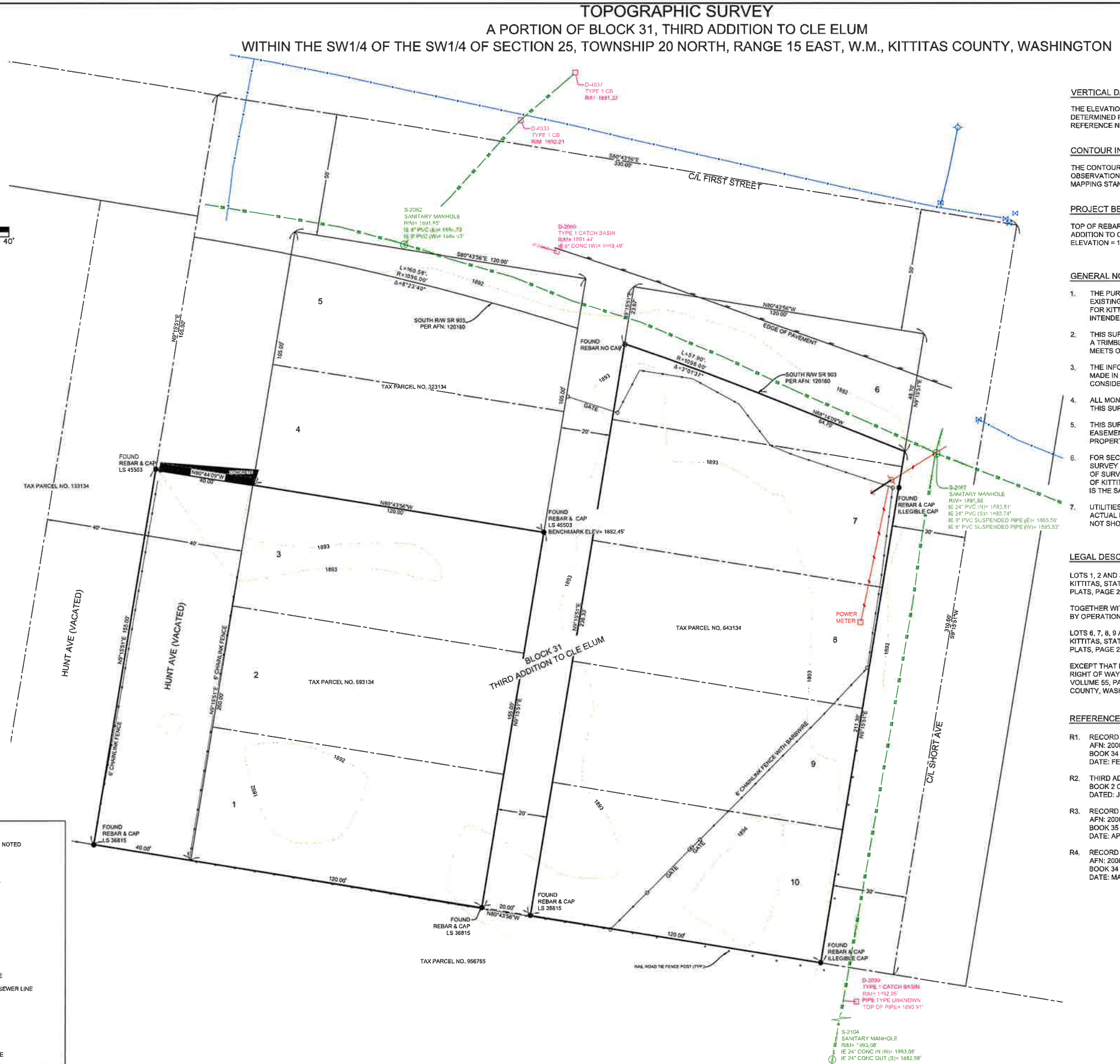
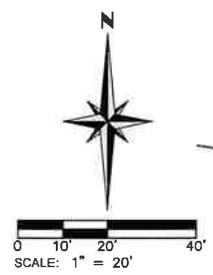
Please make checks payable to:

Fidelity Appraisal Service LLC
114 W 1st Suite A
Cle Elum, WA 98922
Tax ID No. 27-4156384
orders.fidelity@gmail.com
509-674-3989



AWING FILE NAME: D:\Dropbox (AFS Survey & Mapping)\Dropbox (AFS Survey & Mapping)\Job Folder\AFS Job\2019\3242 - Clifton, Dan\3242.002 - XXX E 1st St, Cle Elum\DWG\3242\32420021.dwg PLOTTED: May 03, 2023 - 8:50:38am

LEGEND	
●	FOUND REBAR AND CAP, AS NOTED
○	FOUND REBAR, AS NOTED
---	FENCE LINE, AS NOTED
+	RAIL ROAD TIE FENCE POST
○	GATE POST
□	POWER METER
+	GUY ANCHOR
○	POWER POLE
+	OVERHEAD POWER LINE
■	CONCRETE SURFACE
○	SANITARY SEWER MANHOLE
---	UNDERGROUND SANITARY SEWER LINE
□	STORM CATCH BASIN
---	EDGE OF PAVEMENT
+	WATER VALVE
+	FIRE HYDRANT
---	UNDERGROUND WATER LINE



VERTICAL DATUM:
THE ELEVATIONS SHOWN HEREON ARE EXPRESSED IN NAVD83/2012B DATUM AS DETERMINED FROM RTK OBSERVATIONS UTILIZING THE WASHINGTON STATE REFERENCE NETWORK.

CONTOUR INTERVAL - 1 FOOT:
THE CONTOURS SHOWN HEREON WERE COMPUTER GENERATED FROM DIRECT FIELD OBSERVATIONS WITH RESULTING ACCURACY THAT MEETS OR EXCEEDS NATIONAL MAPPING STANDARDS, ONE-HALF THE CONTOUR INTERVAL.

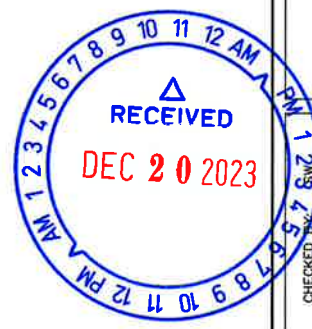
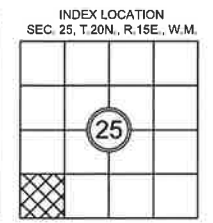
PROJECT BENCHMARKS:
TOP OF REBAR & CAP MARKING THE NORTHEAST CORNER OF LOT 3, BLOCK 31, THIRD ADDITION TO CLE ELUM.
ELEVATION = 1892.45'

- GENERAL NOTES:**
- THE PURPOSE OF THIS SURVEY IS TO SHOW THE EXTERIOR BOUNDARY LINES, EXISTING SITE IMPROVEMENTS, NATURAL FEATURES AND EXISTING TERRAIN FOR KITTITAS COUNTY TAX PARCEL NUMBERS 593134 AND 643134, FOR THE INTENDED USE OF ARCHITECTURAL AND CIVIL ENGINEERING DESIGN.
 - THIS SURVEY WAS PERFORMED USING A TRIMBLE R12I IN CONJUNCTIONS WITH A TRIMBLE S SERIES. 3" TOTAL STATION WITH RESULTING ACCURACY THAT MEETS OR EXCEEDS STANDARDS PER WAC 332-130-090.
 - THE INFORMATION ON THIS MAP REPRESENTS THE RESULTS OF A SURVEY MADE IN NOVEMBER OF 2021 AND FEBRUARY OF 2022 AND CAN ONLY BE CONSIDERED AS INDICATING THE GENERAL CONDITIONS EXISTING AT THAT TIME.
 - ALL MONUMENTS SHOWN AS FOUND WERE LOCATED DURING THE COURSE OF THIS SURVEY.
 - THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. EASEMENTS, ENCUMBRANCES AND RESTRICTIONS MAY EXIST ON THIS PROPERTY THAT ARE NOT SHOWN HEREON.
 - FOR SECTION SUBDIVISION, CORNER DOCUMENTATION AND ADDITIONAL SURVEY INFORMATION, SEE THAT CERTAIN SURVEY AS RECORDED IN BOOK 34 OF SURVEYS, PAGE 215, AND THE SURVEYS REFERENCED THEREON, RECORDS OF KITTITAS COUNTY, WASHINGTON. THE BASIS OF BEARINGS SHOWN HEREON IS THE SAME AS SAID SURVEY OF RECORD.
 - UTILITIES SHOWN HEREON ARE BASED UPON ABOVE GROUND OBSERVATIONS. ACTUAL LOCATIONS OF UNDERGROUND UTILITIES MAY VARY AND UTILITIES NOT SHOWN ON THIS SURVEY MAY EXIST ON THE SITE.

LEGAL DESCRIPTION:
LOTS 1, 2 AND 3, BLOCK 31, THIRD ADDITION TO CLE ELUM, IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON, AS PER PLAT THEREOF RECORDED IN BOOK 2 OF PLATS, PAGE 29, RECORDS OF SAID COUNTY.
TOGETHER WITH THAT PORTION OF VACATED HUNT AVENUE THAT ACCRUE THERE TO BY OPERATION OF LAW.
LOTS 6, 7, 8, 9 AND 10, BLOCK 31, THIRD ADDITION TO CLE ELUM, IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON, AS PER PLAT THEREOF RECORDED IN BOOK 2 OF PLATS, PAGE 29, RECORDS OF SAID COUNTY.
EXCEPT THAT PORTION OF SAID LOT 6, CONVEYED TO THE STATE OF WASHINGTON BY RIGHT OF WAY DEED DATED FEBRUARY 4, 1935 AND RECORDED MARCH 20, 1935 IN VOLUME 55, PAGE 378 UNDER AUDITOR'S FILE NO. 120160, RECORDS OF KITTITAS COUNTY, WASHINGTON.

- REFERENCES:**
- R1. RECORD OF SURVEY
AFN: 200802130009
BOOK 34 OF SURVEYS, PAGE 215
DATE: FEBRUARY 13, 2008
 - R2. THIRD ADDITION TO CLE-ELUM
BOOK 2 OF PLATS, PAGE 29
DATED: JUNE 13, 1903
 - R3. RECORD OF SURVEY
AFN: 200804040002
BOOK 35 OF SURVEYS, PAGE 1
DATE: APRIL 4, 2008
 - R4. RECORD OF SURVEY
AFN: 200803270009
BOOK 34 OF SURVEYS, PAGE 241
DATE: MARCH 27, 2008

TAX PARCEL 593134	
TOTAL LOT AREA	24,800 SQ. FT.
	0.569 ACRES
TAX PARCEL 643134	
TOTAL LOT AREA	26,922 SQ. FT.
	0.618 ACRES



TOPOGRAPHIC SURVEY

TAX PARCEL NO. 593134 & 643134 - 1ST STREET, CLE ELUM, WASHINGTON

FOR DAN CLIFTON

WASHINGTON

SURVEYED BY: JC/DA

DRAWN BY: SRM

CHECKED BY: SW

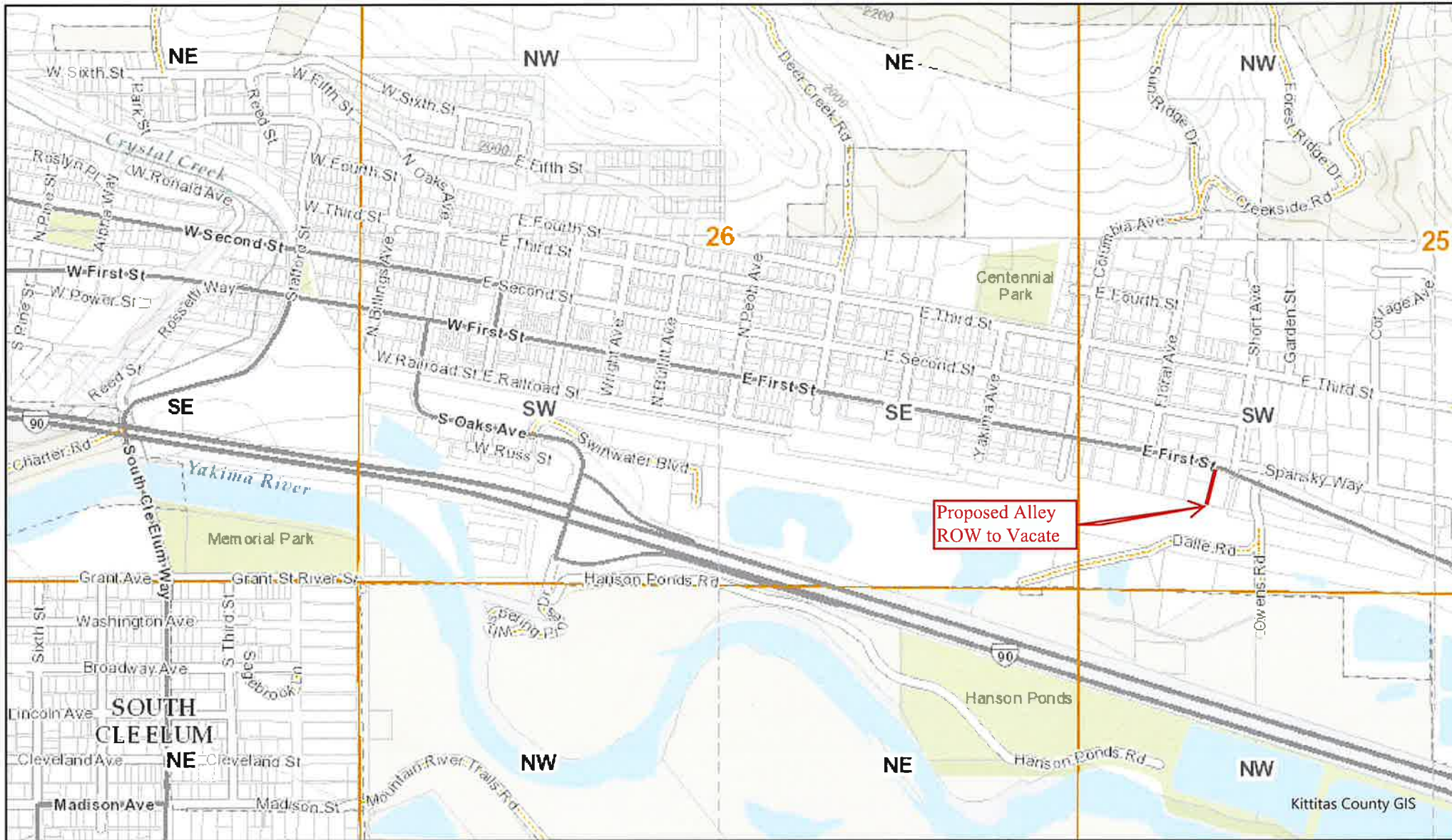
APPROVED BY: SW

DATE	BY	REVISION	CK'D	APPR.
02/08/2023	SW	STORM AND SEWER	SW	SW
05/05/2023	SW	STRUCTURES ADDED	SW	SW
		UNDERGROUND UTILITIES	SW	SW

SHEET 1 OF 1

Page 85 of 271

Vicinity Map



Date: 12/12/2023

Disclaimer:
Kittitas County makes every effort to produce and publish the most current and accurate information possible. No warranties, expressed or implied, are provided for the data, its use, or its interpretation. Kittitas County does not guarantee the accuracy of the material contained herein and is not responsible for any use, misuse or representations by others regarding this information or its derivatives.

1 inch equals 1,505 feet

0 0.15 0.3 0.6 mi



**CITY OF CLE ELUM
WASHINGTON**

RESOLUTION NO. 2024-007

**A RESOLUTION OF THE CITY OF CLE ELUM,
WASHINGTON, TO CONSIDER A PETITION TO VACATE
CITY ROW AND SETTING A TIME AND PLACE FOR A
PUBLIC HEARING**

WHEREAS, the owners for more than two-thirds of the private property abutting upon the subject right-of-way have petitioned the City Council of the City of Cle Elum to vacate right-of-way located in Block 31 Third Addition between E First Street and Burlington Northern Santa Fe property; and

WHEREAS, RCW 35.79.020 requires that the City Council set a public hearing date on the potential street vacation.

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

Section 1. Initiation of Street Vacation. The City will consider vacating the following real property:

That certain alley in Block 31, THIRD ADDITION TO CLE ELUM, in the County of Kittitas, State of Washington, as per plat thereof recorded in Book 2 of Plats, page 29, records of said County, which is bounded on the North by E First St, on the South by the Burlington Northern Santa Fe (BNSF) Railroad right-of-way, on the West by Lots 1 through 5 of said Block 31, and on the East by Lots 6 through 10 of said Block 31

Section 2. Street Vacation Petition Hearing. The City Council shall hold a hearing on the street vacation described herein on May 14, 2024. The City Clerk shall provide notice as required by RCW 35.79.020.

PASSED BY THE CLE ELUM CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 26th DAY OF March 2024.

CITY OF CLE ELUM

Matthew Lundh, Mayor

ATTEST/AUTHENTICATED:


Debbie Lee, City Clerk

Filed with the City Clerk: 3-26-24
Passed by the City Council: 3-26-24
Resolution No.: 2024-007
Date Posted: 3-26-24

**CITY OF CLE ELUM
Planning Department
STAFF REPORT**

Resolution 2024-007
Clifton Right-of-Way Vacation (VAC-2023-003)

AGENDA DATE: March 26, 2024

ACTION REQUESTED: Pass Resolution 2024-007 setting the time/date of a public hearing regarding an ordinance to vacate public right-of-way.

BACKGROUND: On December 20th, 2023, Dan Clifton submitted a Right-of-Way Vacation petition to vacate a portion of unimproved City right-of-way in the vicinity of E First Street, Block 31, and bounded by BNSF property to the south; and the proposed request was determined complete for processing on March 13, 2024 after receiving the requested appraisal. The purpose of this right-of-way vacation is to remove unimproved land from the inventory of the City (public property). Upon final City Council approval of a Right-of-Way Vacation application, public right-of-way property would revert to the adjacent neighboring properties.

The subject portion of right-of-way is unimproved. No curb, gutter, sidewalks, or asphalt are present. There are also no utility easements.

Per RCW 35.79.010, a Resolution must be passed to set the date/time for a public hearing to review a right-of-way vacation Ordinance. The date of the hearing shall be no less than 20 days and no more than 60 days from the date of the Resolution.

RECOMMENDATION: Authorize the Mayor to sign Resolution 2024-007 setting a time/date of a public hearing regarding an ordinance to vacate public right-of-way for May 14, 2024.

ATTACHMENTS: Resolution 2024-007 and supporting documents presented to City Council

LEAD STAFF: Colleda Monick, City Planner

119 West First Street
Cle Elum, WA 98922
Telephone · (509) 674-2262
Fax · (509) 674-4097
www.cityofcleelum.com



PETITION TO VACATE A CITY RIGHT-OF-WAY

The owners of an interest in any real estate abutting upon any street or alley who may desire to vacate the street or alley, or any part thereof, may petition the City to make vacation, giving a description of the property to be vacated, or the City may itself initiate by resolution such vacation procedure. See RCW 35.79 for more information

OFFICIAL USE ONLY	
Permit #:	VAC-2023-003
Staff Person:	V. Paul
Fee Total:	\$1175.00
Associated Permits:	

TO THE CITY COUNCIL AND MAYOR:

The undersigned persons are owners of more than two-thirds (2/3) of all the private property abutting upon the right-of-way described below and shown on the attached map:

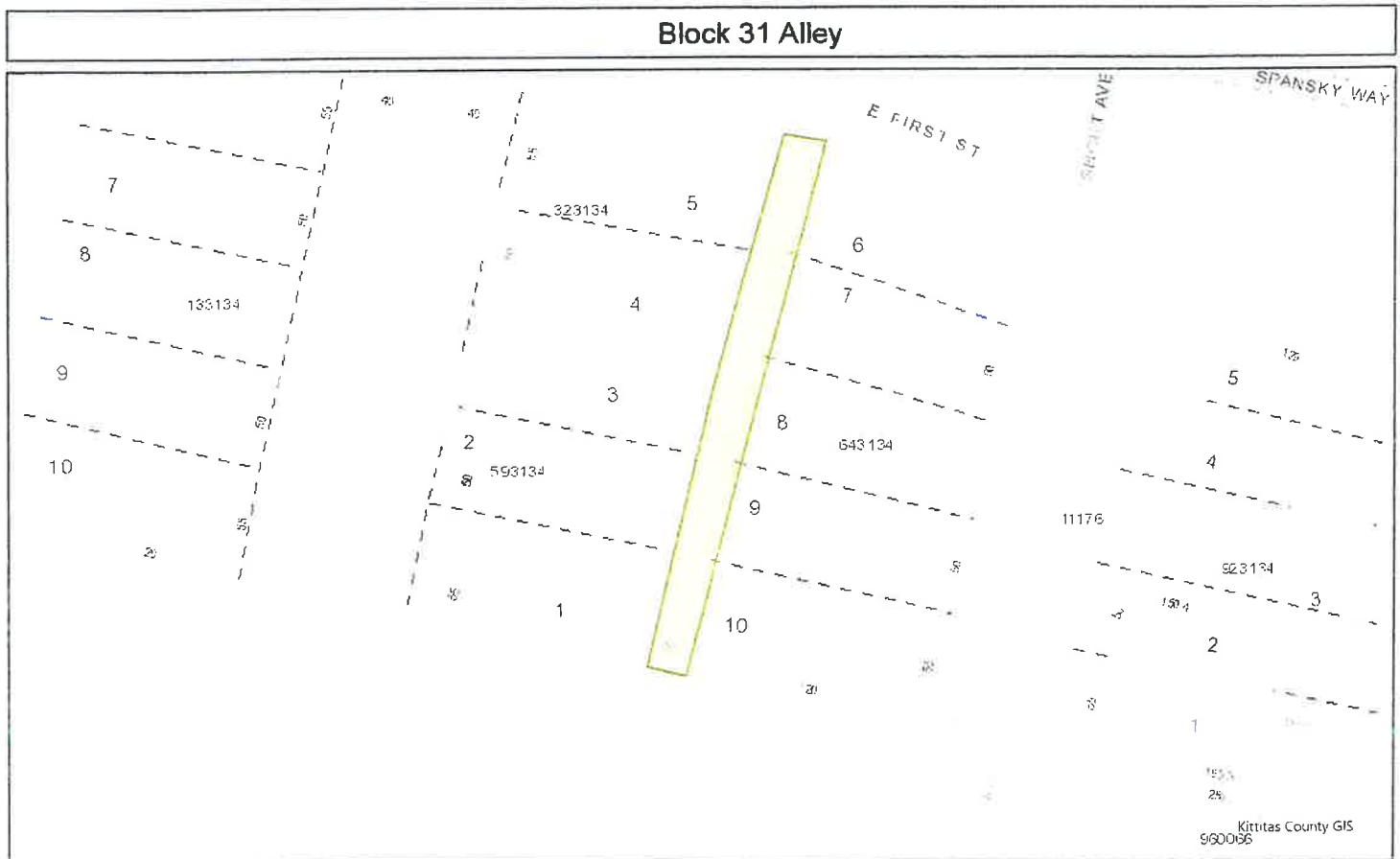
Identification of Right-of-Way by name and/or Plat/Block: TWN Cle Elum
Block 31 Third Addition

The undersigned desire that the above described right-of-way be vacated so that it will be available for private use and further petition the City Council, to, by resolution, fix a time and place when this Petition shall be heard and determined, which time shall be not less than twenty (20) days nor more than sixty (60) days after the date of passage of said resolution; and further petition the City Council to instruct the City Clerk, upon passage of the resolution, to give at least twenty (20) days prior notice of the pendency of said Petition, by posting a notice in three (3) of the most public places in the City of Cle Elum and a like notice in a conspicuous place on each portion of right-of-way to be vacated, which notice shall contain a statement that a petition has been filed to vacate said portion of street, which shall be described in the notice together with a statement of the time and place fixed for the hearing of said petition. The applicant by signing this agreement also agrees to pay all costs associated with its review.

Date: 12/18/2023

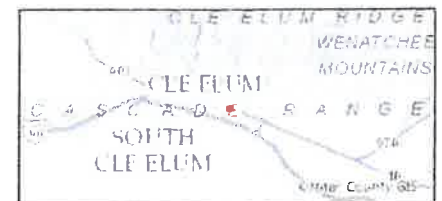
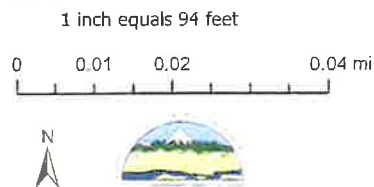
Property Owner Signatures:

Susan Zuckovich



Date: 2/29/2024

Disclaimer:
Kititas County makes every effort to produce and publish the most current and accurate information possible. No warranties, expressed or implied, are provided for the data, its use, or its interpretation. Kititas County does not guarantee the accuracy of the material contained herein and is not responsible for any use, misuse or representations by others regarding this information or its derivatives.





LAND USE ACTION PROPOSED FOR THIS SITE



CONTACT THE CITY OF CLE ELUM
509-674-2262

City of Cle Elum
119 West First Street
Cle Elum, WA 98922



Phone: (509) 674-2262
Fax: (509) 674-4097
www.cleelum.gov

**CITY OF CLE ELUM NOTICE OF PUBLIC HEARING
UNIMPROVED RIGHT-OF-WAY VACATION BETWEEN
E FIRST ST, BLOCK 31, AND BNSF PROPERTY TO THE SOUTH**

The City of Cle Elum has received an application to vacate a portion of unimproved right-of-way in the vicinity of E First Street, Block 31, bounded by BNSF property to the south. The section of right-of-way is west of parcel 643134, east of parcels 323134 and 593134, and north of parcel 956765. A map highlighting the proposed areas to be vacated and related application materials can be examined at Cle Elum City Hall or on the City website at <http://cityofcleelum.com/city-services/administrative-services/public-notice/>.

Written comments on this request to vacate City right-of-way are now being accepted by the City and may be hand delivered, mailed, or emailed, provided that all comments must be received by the City, or post marked no later than, April 19, 2024. All comments must clearly identify the name and address of the person(s) submitting the comments. No comments may be submitted through social media such as Facebook, Instagram, and the like.

- Comment letters may be mailed to: City of Cle Elum, Attention: Planning Department/Clifton ROW Vacation, Cle Elum, WA 98922.
- Emails may be sent to planning@cleelum.gov. Please include Clifton ROW Vacation in the subject line; or
- Written comments addressed to Planning Department/Clifton ROW Vacation may be hand delivered to Cle Elum City Hall, 119 West First Street, or placed in the Drop Box located outside of the Customer Entrance on Oakes Avenue.

In addition, the Cle Elum City Council will be conducting a public hearing to receive direct testimony on the request to vacate this City right-of-way during the regular City Council meeting on Tuesday, May 14, 2024, that starts at 6:00 pm.

The City Council meetings are conducted at the Cle Elum City Hall 119 W First Street, however participation by Zoom is also available **virtually by Zoom using the following link: <https://zoom.us/j/7573184018?pwd=dERndjBJVC9GdVQ1d2lSRExwZFhXZz09> or by phone: 1 (253) 215 8782; Meeting ID: 757 318 4018; Passcode: 98922.**

All written comments received prior to and during the hearing will be considered by the City Council before a decision is made. Please note that following this public hearing the City Council may take action on an ordinance to approve this proposed vacation the same night or at a future City Council meeting. For more information, please contact City Planner Colleda Monick at (509) 674-2262 or colleda.monick@cleelum.gov.

NOTICE OF PUBLIC HEARING
CLE ELUM CITY COUNCIL

Notice is hereby given that the Cle Elum City Council will hold a public hearing at the Cle Elum City Hall, 119 West First Street, Cle Elum, WA. 98922, on Tuesday, May 14, 2024, at 6:00 p.m. or soon thereafter for the purpose of:

Vacate City Right-of-Way: That certain alley in Block 31, THIRD ADDITION TO CLE ELUM, in the County of Kittitas, State of Washington, as per plat thereof recorded in Book 2 of Plats, page 29, records of said County, which is bounded on the North by E First St, on the South by the Burlington Northern Santa Fe (BNSF) Railroad right-of-way, on the West by Lots 1 through 5 of said Block 31, and on the East by Lots 6 through 10 of said Block 31

Interested persons may appear and be heard at said hearing, or written comments may be submitted to the City of Cle Elum, Attn: City Clerk, 119 West First Street, Cle Elum, WA. 98922, and no later than 4:30 p.m. on April 19, 2024.

Owner	Address2	City	t2_State	Zip
KESHAV NE	1001 E 1ST	CLE ELUM, WA	98922	1340
ROAD VOY,	306 W 2ND	CLE ELUM, WA	98922	1014
CLE ELUM	PO BOX 53	CLE ELUM, WA	98922	0053
SWIFTWAT	111 N WRI	CLE ELUM, WA	98922	
BNSF RAILV	PO BOX 96	FORT WORTH, TX	76161	0089
SWIFTWAT	111 N WRI	CLE ELUM, WA	98922	
PADAVICH,	320 W 3RD	CLE ELUM, WA	98922	
SHORT COF	111 N WRI	CLE ELUM, WA	98922	1522
SHORT COF	111 N WRI	CLE ELUM, WA	98922	1522
ROAD VOY,	306 W 2ND	CLE ELUM, WA	98922	1014
CLE ELUM	PO BOX 53	CLE ELUM, WA	98922	0053
MINTON, R	PO BOX 96	CLE ELUM, WA	98922	0096
CAMPBELL,	1172 AIRP	CLE ELUM, WA	98922	9293
BOLSTAD,	12518 171ST	BELLEVUE, WA	98008	5525



Kittitas County, Washington
BOARD OF COUNTY COMMISSIONERS

District One
Cory Wright

District Two
Laura Osiadacz

District Three
Brett Wachsmith

To: Lori Nevin
Upper County Senior Center (Putnam Centennial Center)
719 East 3rd Street
Cle Elum, WA 98922

Date: December 20, 2023

Subject: Senior Center Agreement - 2024

From: Julie Kjorsvik, Clerk of the Board

- ☐ Original document returned for your information & records.
- ☐ Copy for your information & records.
- ☐ Please sign and return all enclosed documents to our office at your earliest convenience (*a fully executed document will be returned to you*).
- ☒ Please sign and return a fully executed original back to our office at your earliest convenience.

If you have any questions, please feel free to contact our office at your convenience.
Thank you.

AGREEMENT
UPPER KITTITAS COUNTY SENIOR CENTER
~~**PUTNAM CENTENNIAL CENTER**~~

THIS AGREEMENT, dated this 19th day of December 2023, is made by and between KITTITAS COUNTY, a political subdivision of the State of Washington, hereinafter referred to as the "County" and the UPPER KITTITAS COUNTY SENIOR CENTER (~~Putnam Centennial Center~~), a non-profit organization under the laws of the State of Washington, hereinafter referred to as the "Center."

1. PURPOSE. The purpose of this Agreement is to provide public services which will benefit senior citizens and others in Upper Kittitas County.
 - a. The County enters into this Contract pursuant to the authority granted in RCW 36.01.010 and RCW 36.39.060, and agrees to pay the Center a sum of Forty Thousand dollars (\$40,000.00) payable in equal monthly installments of 1/12th of the total sum in return for the Center's services set out below.
 - b. In return, the Center will provide public services benefiting senior citizens and others in the communities of Upper Kittitas County as set forth herein and consistent with the by-laws of the Center, which states as follows;

"The purpose of the Center shall be the operation to provide a network of services, including health, social, recreation, educational programs and transportation for all members regardless of race, color, creed, sex or national origin. They shall also, upon approval of the Board of Directors, allow the Center to be used for community activities."

Newer

2. SERVICES PROVIDED BY THE CENTER. Areas of service to be provided by the Center, but not limited to, are the following;
 - a. Provision of a meeting space for ~~AARP~~, County meetings and other public meetings which affect senior citizens.
 - b. Serving as an Upper Kittitas County Emergency Shelter (as designated by Kittitas County Board of Commissioners – Resolution 2007-01).
 - c. Provision of personal enrichment, fellowship and other activities for seniors.
 - d. Provision of a meeting place for senior networking lunches for social service agents working with seniors in Upper Kittitas County.
 - e. Provision of a work space for social service agencies serving seniors when such agencies operate in Upper Kittitas County.
 - f. Provision of drop-in activities for seniors.
 - g. Provisions for informational brochures, flyers and pamphlets about services to be made available in the Center's magazine rack and on its bulletin board.

- h. Provisions for a ~~weekly~~ newspaper article and ~~monthly~~ calendar of events to be published to keep seniors informed of scheduled events.
- i. Provision of an informational network for seniors to help access services to meet their needs.
- j. Provision of call-in referral services to direct callers to the appropriate agency to address the nature of their call.
- k. Provision of exercise classes, arts and craft classes, personal enrichment classes, lectures, health care services and other activities.
- l. Provision of adequate space for Kittitas County to provide services as needed to Upper Kittitas County residents. If this agreement is terminated or not renewed, the County and the Center will negotiate an acceptable lease for the space dedicated for County use.

3. TERMS OF AGREEMENT.

- a. Commencement and Renewal of Term: This Agreement shall be in effect for the period between January 1, 2024, and ending December 31, 2024. The parties agree to meet before the end of each calendar year to negotiate the continuation of this Agreement, unless earlier terminated by giving Thirty (30) days written notice to the other party before December 31. However, there is no assurance of renewing this Agreement until both parties have signed a new Agreement.
- b. Termination for Change in Funding: If the funds upon which the County has relied to establish this Agreement are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, the County may terminate this Agreement by providing at least Fifteen (15) days written notice to the Center.
- c. Termination for Convenience: Either party may terminate this Agreement for convenience upon giving the other party at least Sixty (60) days written notice.
- d. Termination for Default or Non-Performance: If either party defaults in its performance under this Agreement, the non-defaulting party may give the defaulting party written notice that it has Fifteen (15) days in which to cure the default. If the defaulting party fails to commence correction of such non-performance within the Fifteen (15) days and fails to diligently complete the correction thereafter, the non-defaulting party may terminate this Agreement. In the event of such termination, the non-defaulting party shall have all rights and remedies available to it under the law.
- e. Payment for Authorized Work: Upon termination for any cause, the Center will be paid for all authorized work performed up to and including the termination date.
- f. Records to be Kept. The Center shall keep adequate records to reflect the services delivered, and such records shall be open to the County's inspection and audit.
- g. County Observation. The County shall have the right to observe the activities conducted in the Center and shall have the right to determine whether said activities meet the requirements of this contract. The Center agrees to make any changes requested by the County with respect to the manner in which it conducts its activities and delivers its services for which it claims reimbursement.

- h. Failure to Comply. Failure to comply with any of the provisions stated in this Agreement shall constitute material breach of contract and be cause for termination.
- i. Public Records. The County respects the confidentiality of information provided to the County. However, any documents provided to the County will become County property and thus public information. To the extent required by law, such documents may be subject to public disclosure requirements.

4. INDEPENDENT RELATIONSHIP OF THE PARTIES.

- a. The parties agree that they are independent entities organized under the laws of the State of Washington operating pursuant to the terms and conditions of this Agreement.
- b. No agent, employee, servant or representative of either party shall be deemed to be an agent, employee, servant or representative of the other party for any purpose, and employees of one party are not entitled to the benefits the other party provides to its employees.
- c. Each party is solely responsible for its acts and the acts of its agents, employees, servants, subcontractors, volunteers or representatives during the term of this Agreement.
- d. In relation to the performance of this Agreement, neither party will hold out itself or any of its officers, agents, employees, servants or representatives as, nor claim status as, an officer, agent, employee, servant or representative of the other and will not claim for itself or its officers, agents, employees, servants or representatives any rights, privileges or benefits which would accrue to an officer, agent, employee, servant or representative of the other.

5. COMPLIANCE WITH LEGAL REQUIREMENTS.

- a. In the performance of this Agreement, each party accepts responsibility for compliance with federal, state and local laws and regulations. The Center specifically agrees to pay any applicable business and occupation (B&O) taxes that may be due on account of this Agreement.
- b. The County is an equal opportunity employer. In the performance of this Agreement, the Center will not discriminate against any employee or applicant for employment on grounds of race, creed, color, national origin, sex, marital status, age, or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular work involved.
 - i. Such nondiscrimination in employment shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships.
 - ii. The Center shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.

- c. In the performance of this Agreement, the Center will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.

6. INSURANCE.

- a. The Center shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Center, its agents, employees, servants or representatives.
- b. The Center is responsible for maintaining the following:
 - i. Automobile liability insurance covering all owned, non-owned, hired and leased vehicles with a minimum combined single limit for bodily injury and property damage of One Million Dollars (\$1,000,000) per accident. If necessary, the policy shall be endorsed to provide contractual liability coverage.
 - ii. Commercial general liability insurance covering liability arising from premises, operations, independent contractors and personal injury and advertising injury, such coverage to be written with limits no less than One Million Dollars (\$1,000,000) per each occurrence and Two Million Dollars (\$2,000,000) general aggregate.
 - iii. Where professionals act on behalf of the Center to perform professional services through the Center, the Center shall obtain professional liability insurance with limits of no less than One Million Dollars (\$1,000,000) per claim and One Million Dollars (\$1,000,000) policy aggregate limit.
 - iv. Where required, the Center shall obtain workers' compensation coverage as mandated by the Washington State Department of Labor and Industries.
 - v. All insurance shall be issued by companies admitted to do business in the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports.
- c. Other Insurance Provisions:
 - i. Kittitas County shall be named as an additional insured under the Center's commercial general liability insurance policy with respect to work performed for the County. The Center must provide to the County a policy of endorsement as evidence of the additional insured coverage, which endorsement must state that the Center's insurance shall not be reduced or cancelled without Thirty (30) Days prior written notice sent to the County by certified mail, return receipt requested.
 - ii. The Center's insurance policies for automobile liability, professional liability and commercial general liability shall provide, or be endorsed to provide, that the Center's insurance coverage shall be primary insurance with respect to the County. Any insurance, self-insurance or insurance pool coverage maintained by the County shall be excess of the Center's insurance and shall not contribute with it.

- d. Verification of Coverage: Upon adoption of this Agreement, the Center shall furnish the County with original certificates and a copy of any amendatory endorsements including, but not limited to, the additional insured endorsement evidencing the Center's insurance requirements. Certificates of insurance and policy endorsements shall be furnished and signed by a person authorized by the respective insurance company to bind coverage on the insurance company's behalf.

7. INDEMNIFICATION AND HOLD HARMLESS.

- a. No liability shall attach to either party by reason of entering into this Agreement except as expressly provided herein.
- b. To the extent of its comparative liability, each party shall indemnify, defend and hold harmless the other party, its departments, elected and appointed officials, agents, employees, servants and representatives, from and against any and all claims, damages, losses, expenses or suits, including reasonable attorney fees and costs, arising out of or resulting from the activities or services undertaken by the Center in meeting its obligations under this Agreement.
- c. It is specifically agreed that the Center shall indemnify and hold harmless the County from all obligations to pay or withhold federal or state taxes or contributions on behalf of the Center or the Center's employees.

8. ASSIGNMENT.

The Center shall not assign its performance under this Agreement or any portion of this Agreement without the express written consent of the County, which consent must be sought in writing by the Center not less than Thirty (30) days prior to the date of any proposed assignment. The County reserves the right to reject without cause any such assignment. If such assignment is authorized by the County, the assignment shall include appropriate safeguards against discrimination. The Center shall take such action as may be required to ensure full compliance with all the above provisions concerning nondiscrimination in employment and in receipt of services or benefits provided under this Agreement.

9. MODIFICATION AND WAIVER.

- a. This Agreement may be amended, superseded, cancelled, renewed or extended and the terms hereof may be waived, only by a written consent signed by the parties or, in the case of a waiver, by the party waiving compliance.
- b. The parties agree that forgiveness of any delay or non-performance of any provision of this Agreement, by any party in exercising any right, power or privilege under this Agreement, does not constitute a waiver of the provisions of this Agreement. No whole or partial waiver on the part of any party of any right, power or privilege under specific circumstances shall operate or be construed as a future waiver of such right, power or privilege.
- c. The rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies that any party may otherwise have at law or in equity, except where this Agreement expressly provides otherwise.

- d. Only the Board of Kittitas County Commissioners is authorized to agree to modifications on behalf of the County.

10. DISPUTE RESOLUTION, JURISDICTION AND VENUE.

This Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance. In the event of a dispute regarding termination of this contract, the County and the Center agree to resolve such dispute through mediation, if possible. In the event that mediation is unsuccessful, the parties agree that the venue for any litigation shall lie in Kittitas County.

11. ENTIRE AGREEMENT.

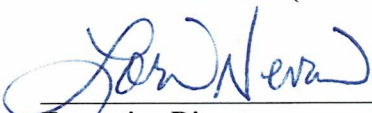
The parties agree that this contract is the complete expression of the parties' Agreement and any oral representations or understandings not incorporated herein, or any other terms not found herein, are excluded.

12. SEVERABILITY.

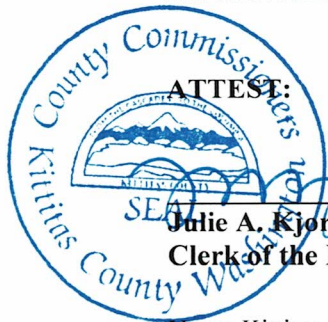
- a. If for any reason, any part, term or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision or part found to be invalid.
- b. If any provision of this Agreement is in conflict with any statutory provision in the State of Washington, said conflicting provision shall be deemed inoperative and null and void as to the extent of said conflict, and this agreement shall be deemed modified to conform to the valid statutory provision.
- c. In the event that any agency of the State of Washington or any federal agency shall issue a formal or informal opinion declaring that this entire Agreement is unlawful or *ultra vires*, or in the event that any court so rules, the Center shall, upon demand of the County, refund to the County any payments hereunder made.

DATED this 19th day of December 2023.

**UPPER KITTITAS COUNTY
SENIOR CENTER (PUTNAM CENTENNIAL)**



Executive Director

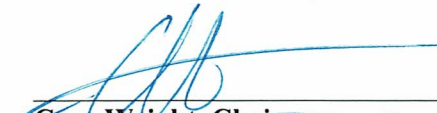


ATTEST:

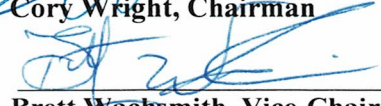


**Julie A. Kjorsvik
Clerk of the Board**

**BOARD OF COUNTY COMMISSIONERS
KITTITAS COUNTY, WASHINGTON**



Cory Wright, Chairman



Brett Wachsmith, Vice-Chairman



Laura Osiadacz, Commissioner

Approved as to form:

Deputy Prosecuting Attorney

Contract for Services between Kittitas County and UKCSC

2. Data:

- a. UKCSC Members 401 total.
- b. UKCSC Members with a 98922 zip code = 226 (46 of those use a PO Box)
- c. UKC Commissioner District 2 population 14,706
(<https://hub.arcgis.com/datasets/kitcogis::commissioner-districts/explore>)
- d. City of Cle Elum population in 2022 was 2,116. Age 50+ was 1,037 (49%)
(censusreporter.org)
- e. Patrons using the facility are not tracked by Zip Code, however we did track each visitor to our 2023 Holiday Bazaar by zip code (attached)

Please let me know if the Councilors request any other information. When it's set up, please email me a link to the meeting on April 24, 8:30 am.

**UPPER KITTITAS COUNTY COMMUNITY RECREATION CENTER ALLIANCE
CITY OF CLE ELUM LODGING TAX APPLICATION**

Application Year: 2024

Name of Organization: Upper Kittitas County Community Recreation Center Alliance

Organization mailing address: 104 N Montgomery Ave., Cle Elum, WA 98922

Organization contact person & title: Claire Nicholls, President

Organization/contact phone: 509-260-1241

Email: clairenicholls@heinlegacyfoundation.org

Organization Website: recreationukc.org

Federal Tax ID Number: 86-3482779 UBI Number: 604 748 160

Organization is a (select one):

 Government Entity

 X 501(c)3

 501(c)6

(note: you must submit 501(c)3 or 501(c)6 approval documentation)

Project/Event Name: Upper Kittitas County Community Recreation Center

Project/Event Date: ongoing

Project/Event Location: Bullfrog Road, adjacent to Cle Elum-Roslyn School District

Amount of Funding Requested: \$75,000

For which funding category do you qualify (check one) (see instructions for definitions):

 X New Project/Event Ongoing Project/Event Support

Estimated # of overnight stays:

Tourism Seasons: From the list below, what season will your project enhance tourism? Please indicate the appropriate season.

	Season:	Months:
X	Year-round	January – December
	Off season	November – February
	Shoulder season	October or March – May
	High season	June – September

APPLICATION QUESTIONS

For purpose of this application, we have attempted to keep responses brief. However, more information and/or more detail is readily available upon request.

1.A. Description of Project

For many years, residents have expressed their desire for a community recreation center that provides a safe place for people of all ages to gather and engage in healthy activities, particularly during the long winters. In the last 15 years, two efforts to pass levies to build a pool failed by a narrow margin.

Upper Kittitas County Community Recreation Center Alliance (UKC CRCA) is a 501(c)(3) organization formed in 2021 to resurrect and successfully lead the effort to bring this long-desired dream to reality. Led by representatives from the Hein Legacy Foundation, the City of Cle Elum, the two school districts, and several other groups and individuals, UKC CRCA has completed a Feasibility Study [Construction Cost Estimate 2-20-24.pdf](#) and the Schematic Design [Schematic Design Final Report.pdf](#) of a project to construct a Community Recreation Center (CRC). The CRC will be located on 12.2 acres of land donated by Suncadia to the City of Cle Elum specifically for this purpose. The parcel is adjacent to Cle Elum-Roslyn School District property (within easy walking distance for students).

A Feasibility Study, Conceptual Design, Schematic Design have been completed, all with the involvement of the community. We are nearing the completion of Construction Documents.

1.B. Specific tourism audience/Market that your organization will target with these funds

The targeted tourism audience falls into two categories: (1)“sports tourism” – bringing visitors to Upper County to attend basketball tournaments, swim meets, etc. and (2) vacationing visitors.

Currently there is inadequate gymnasium space for hosting basketball tournaments. The UKC Basketball Club has indicated that more tournaments could be held, and more teams could participate with the addition of this facility. Weekend and holiday tournaments draw people from across the region. In addition, the Cle Elum-Roslyn School District has expressed interest in having a swim team. Swim meets also draw families from across the region.

The impact of the increase in vacationing visitors is more subjective. However, it stands to reason that individuals and families choosing where to vacation may be more inclined to select Upper County if there is an indoor recreation facility. Also, visitors to Upper County may stay an extra day if there is access to recreation facilities.

1.C. Itemized list of how grant funds will be utilized

The signed contract with ALSC for completion of construction documents is for \$1,569,909. As of March 31, this phase of the project is approximately 50% complete. Due to unanticipated costs for surveys, geotechnical work, and attorney fees billed through the contract with the architect, we need approximately

\$125,000 to complete construction documents. This milestone will allow us to finalize the construction cost estimate and will also put us in a much better position for fundraising.

ALSC Estimate to Complete (as of March 31, 2024)	\$586,800 **
--	--------------

Guaranteed Funding:

Remaining Sun Communities funds from City of Cle Elum	245,000
UKC CRCA	50,000

Other Funding Currently Sought:

Kittitas County	200,000
Suncadia Fund for Community Enhancement	<u>15,000</u>

Shortfall	\$ 76,800
-----------	-----------

** Anticipated monthly billings:

April \$180,000

May \$200,000

June \$206,800

2. Estimates of how any money received will result in increases in the number of people traveling for business or pleasure on a trip

I. Away from their place of residence or business and staying overnight in paid accommodations;

II. To a place fifty miles or more away from their place of residence or business for the day or staying overnight; or

III. From another country or state outside of their place of residence or business.

Evidence utilized in determining projections.

See 1b above

3. Measurement of impact on tourism

I. Is your project/event year-round or is it seasonal or date-specific?

II. What strategies will you employ to assure you are attracting tourists from at least 50 miles away?

III. Strategies we will use to assist in marketing all of Kittitas County as a tourist destination

Once built, the recreation center will be open year-round. We will work with local lodging providers, the Chamber of Commerce, and other organizations to incorporate mention of the facility into their existing promotional materials.

- 4. Grant funding obtained or applied for from other sources. Please list the available funding you have for the project, including any volunteer and in-kind sources, and/or the sources and amounts for which you have applied. Please note which funding sources are secured and in hand so a true matching fund determination may be determined. What changes would occur if the project couldn't be funded?**

We will apply for every applicable federal, state, and local source of funds available, both public and private. A list of non-tax funding sources totaling \$7-10 million can be found in this link [NON-TAX FUNDING SOURCES.xlsx](#).

Of the targeted \$10 million, \$6.1 million has been secured or committed, including:

- a. Suncadia/Sun Communities (\$2 million in the possession of the City of Cle Elum and an additional \$2 million secured by a Promissory Note due on or before December 31, 2027).
- b. Hein Legacy Foundation has committed \$2 million.
- c. An unsolicited private donation of \$100,000 has already been received.

The project is dependent on successfully passing a bond and operating levy. November 2025 is currently targeted as the ballot date.

- 5. If your organization collaborates or has created partnerships with other organizations, other groups, or other events to cross-promote in an effort to encourage county-wide tourism, how is this accomplished?**

TBD

- 6. Plans to allow this project to become self-sustaining. Include any plans for ticket sales, event sponsors, and other cost-recovery models.**

An **operating budget** for the facility can be found [Operations Budget-8-2-23.xlsx](#). It includes detailed estimates of revenues and expenses. The ongoing commitment of the City of Cle Elum will fund a portion of the anticipated operating deficit. In addition, the Project Committee is developing a strategy for funding the remainder of the operating shortfall. Depending on the strategy selected, the deficit may also be funded by sales taxes, an endowment fund, and/or other means.

- 7. Additional information: Provide any additional information which will assist the Committee in evaluating your project and its benefit to tourism. Please limit any additional written information to one page and any other additional attachments to 3pages.**

NA

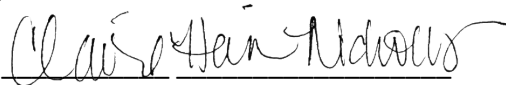
8. **Project Budget:** Please attach a copy of the complete budget for this project/proposal. If your agency operates independently of this project application, it may not be necessary to submit the entire agency budget. You must submit a budget which specifically pertains to the project/event for which you are requesting funding and adheres to the basic budget format shown below.

The **capital budget** for the project is extremely detailed and can be found [Construction Cost Estimate 2-20-24.pdf](#).

9. **Has your event received Lodging Tax Funds in previous years?** No

10. Application Certification:

The applicant here certifies and affirms: 1. That it does not now, nor will it during the performance of any contract arising from this application, unlawfully discriminate against any employee, applicant for employment, client, customer, or other person who might benefit from said contract, by reason of age, race, color, ethnicity, sex, religion, military status, sexual orientation, creed, place of birth, or disability; 2. That it will abide by all relevant local, state and federal laws and regulations and; 3. That it has read the information contained in the Instructions on pages 1 and 2 and understands and will comply with all provisions thereof.

Certified by: 

Print Name: Claire Nicholls

Title: President

Date: April 15, 2024

List of Links and/or Attachments

IRS Determination Letter - [IRS Determination Letter.pdf](#)

Feasibility Study - [Feasibility Study Final Report May 2022.pdf](#)

Schematic Design report - [Schematic Design Final Report.pdf](#)

Non-tax funding sources (Excel spreadsheet) - [NON-TAX FUNDING SOURCES.xlsx](#)

Operating Budget - [Operations Budget-8-2-23.xlsx](#)

Capital Budget - [Construction Cost Estimate 2-20-24.pdf](#)

CITY OF CLE ELUM
Water Treatment Plant

AGENDA STAFF
REPORT

AGENDA DATE: May 14, 2024

ACTION REQUESTED: Recommend to the City Council to authorize Veolia Water to engage Pump Tech LLC to replace the line shaft and packing on a 250hp, 2400 gpm close coupled pump at the raw water intake station.

BACKGROUND:

At the raw water intake station for the water treatment plant there are close coupled, 2400 gallon per minute (gpm), 250 hp pumps used to pump raw water up to the treatment plant. These pumps utilized a stuffing box system to regulate water flow that helps keep the shaft cool during pumping operations. In a common type stuffing box, rings of braided fiber, known as packing rings, form a seal between the shaft and the stuffing box, a lantern ring is adjusted to provide pressure on the packing rings to regulate the amount of cooling water flowing around the shaft. This seal water serves three (3) important functions: it enables the pump shaft to rotate within its sleeve with minimum friction, it prevents the pumped material from back-flowing into the seals and damaging the shaft, and it allows for a small amount of cooling of the pump shaft which heats up as it rotates at high speeds. The raw water contains particulate matter (sand, grit, dirt, etc.) tolerance between the shaft and packing rings are very tight and wear occurs on the shaft. Over time the wear becomes excessive and the flow from the gland can no longer be controlled, when this happens the shaft needs to be replaced.

Four (4) companies with the expertise to remove and replace a close coupled pump shaft were contacted and invited to provide a quote to complete the work. Of the four companies contacted, two (2) were unresponsive, one (1) indicated they would provide a quote but have yet to do so, and one (1) provided a written quote (attached).

RECOMMENDATION: Recommend to the City Council to authorize Veolia Water to engage Pump Tech LLC of Moses Lake to complete the replacement of the line shaft on the 250hp, 2400 gpm pump at the raw water intake station.

ATTACHMENTS: Sales quotation #0183235 in the amount of \$8,964.77 (includes WSST).

LEAD STAFF: William LaRue, Project Manager II, Veolia Water



PumpTech, LLC
209 S Hamilton Rd
Moses Lake, WA 98837
Phone: 509-766-6330
Fax: 509-766-6331
nstark@pumptechnw.com

Page: 1

Sales Quotation

Customer#: 0165100

TO:
William LaRue
Veolia Water
Attn: Accounts Payable
*****Email invoice:
us.apinvoices@veolia.com
Milwaukee, WI 53214
Phone: 866-688-0988 Opt.

Salesperson: Nathan Stark / Greg Cardin
Lead Time: 7- 8 weeks
FOB: FOB ORIGIN - PPA
Ship Via: PUMPTech TRUCK

Quote #: 0183235
Date: 4/25/2024
Expires: 4/25/2024

Project Name: Flowway Pump Shaft replacement

Item		Price	Qty	Extend
REP 49240-3-1 to 2	Replace upper shaft and replace packing on 2400 gpm 250hp 4 stage 14fkh close cooupled pump. Pump is in a building. They have overhead equipment that has to be used.	8,032.00	1.00	8,032.00
Labor - Crane Crew		0.00	24.00	0.00
542197-097-0610	shaft line t-s0-169-061.00 A582-75 416s	0.00	1.00	0.00
packing	.438 SQ packing (1 box)	0.00	1.00	0.00

NOTICE: ONGOING GLOBAL AND DOMESTIC SUPPLY INSTABILITIES

Due to the global supply chain disruptions, and material shortages, PumpTech, LLC is unable to guarantee any current or previously quoted lead times. We always work vigorously to fulfill all orders as quickly as possible. Due to the continuous and ongoing global freight and material price increases, we are strictly following our Quotation Validity Time of 30 days from the date of the quote. We are doing our best to contain both costs and shipment dates.

Estimated lead times are subject to prior sale, availability and current shop loads. Lead times will be determined, per order, at the time of receipt of order acknowledgment from our suppliers. Once we have received acknowledgment, we will alert you to the current lead time. Where applicable, lead times will not begin until: internal engineering review and approval, 100% signed off approved submittals, and signed off drawings and/or contract approval. Freight is not included in this quote, unless specifically stated. PumpTech, LLC will not accept any penalties or LD's for any delays caused by COVID-19, material shortages, supply chain issues, or transportation delays.

SubTotal 8,032.00

The above order is subject to Pumptech, LLC's standard terms and conditions and credit approval which are attached and made part of this agreement. We appreciate your interest in our products and services and if you have any questions on our offerings please do not hesitate to call.

By signature below, I accept this offering:

Signed: _____

Name: _____ Title: _____

Sales Tax: 650.59

Total - Check/Cash: 8,682.59

Total - Card: 8,964.77



FORMATION OF CONTRACT: These standard terms and conditions of sale ("Terms and Conditions") together with the sales covenants, the general specifications, the technical specifications, and any addendum thereto, including any acknowledgement by PUMPTTECH, LLC, comprise the "Proposal" or "Sales Quotation" (collectively the "Quotation"), which upon acceptance by Purchaser become the "Agreement." Subject to prior credit approval by PUMPTTECH, LLC (see "Credit Approval and Payment Terms" section below), Purchaser may accept the Quotation through: (i) delivering a purchase order that incorporates the Quotation by reference and payment of the initial deposit; (ii) other written indication by Purchaser of its acceptance of the Quotation along with payment of the initial deposit; (iii) delivering a purchase order or other written indication by Purchaser of its acceptance of the Quotation and agreement by both parties on a standard progress payment plan that does not require an initial deposit (see "Credit Approval and Payment Terms" section below); or (iv) receipt by Purchaser of PUMPTTECH, LLC's acknowledgement without notice of rejection. The effective date of the Agreement shall be the date that PUMPTTECH, LLC communicates to Purchaser via PUMPTTECH, LLC's acknowledgement, in writing. PUMPTTECH, LLC's obligations under the Quotation or the Agreement shall not commence until the effective date. The scope of work for the Agreement is limited to the equipment, machinery, goods, engineering services (if applicable) and/or related commissioning services (if applicable) specifically set forth in the Agreement ("Equipment"). The scope of work does not include installation or any on-site services unless specifically identified as being included in the price in the Agreement. Any terms and conditions contained in any purchase order, plans and specifications, correspondence, or accompanying payment for delivery of the Equipment, which are different from or in addition to the Terms and Conditions herein, shall not be binding on PUMPTTECH, LLC, whether or not they would materially alter the Agreement, and PUMPTTECH, LLC hereby objects to and rejects the same unless such terms and conditions are delivered to PUMPTTECH, LLC prior to Quotation and referenced in the Quotation.

CREDIT APPROVAL AND PAYMENT TERMS: Credit approval is required by PUMPTTECH, LLC prior to release of order to manufacturer; however, submittal may begin at the time of receipt of purchase order. PUMPTTECH, LLC's payment terms are net thirty (30) days from invoice date. In some circumstances PUMPTTECH, LLC may require progress payments. Progress payments are due and payable upon receipt of invoice. PUMPTTECH, LLC's "Standard Progress Payment Plan" is defined as a payment plan that includes the following terms in the purchase order or the Agreement: 1st: fifteen percent (15%) upon receipt of approved drawings; 2nd: thirty percent (30%) upon order of major components; 3rd: twenty percent (20%) upon receipt of major components at PUMPTTECH, LLC's facility; 4th: thirty percent (30%) upon shipment; and 5th: five percent (5%) on start-up. If not included within the Quotation, all applicable federal, state and local taxes will be added to each invoice. Time is of the essence with respect to all payments. Payments that are outstanding more than ten (10) days from their respective due date shall bear an interest rate of one and one-half percent (1.5%) per month (eighteen percent (18%) annually) until fully paid, including any interest accruing thereon. If PUMPTTECH, LLC chooses to turn any past-due balances over to a collection agency, Purchaser agrees to pay costs of the collection to the extent that is allowed by law for commercial accounts.

CHANGE ORDERS: Changes to the design, specifications, scope of supply, delivery schedule, Equipment demonstration site or date, shipping instructions of the Equipment, or any material term of the Agreement, may only be made upon execution by Purchaser and PUMPTTECH, LLC in writing ("Change Order"). Such Change Order shall state the parties' agreement on (i) change in the specifications, designs, scope of work, delivery schedule or shipping instructions for the Equipment, (ii) an adjustment to the purchase price, and (iii) an adjustment in the date of shipment of the Equipment and/or the period of performance. Both parties agree and acknowledge that unless a Change Order is agreed upon in writing by both parties, the Agreement shall not be modified in any manner. In addition, PUMPTTECH, LLC has the right to suspend performance of its obligations hereunder without liability during the period while the change is being evaluated and negotiated. In the event Purchaser has communicated proposed changes to PUMPTTECH, LLC, PUMPTTECH, LLC, at its sole discretion, shall either: (a) accept the Change Order; (b) reject the Change Order and continue performance under the existing Agreement; or (c) cancel the Agreement. In the event that PUMPTTECH, LLC elects (b) above, Purchaser shall either (i) agree to continued performance by PUMPTTECH, LLC pursuant to the Agreement or (ii) cancel the Agreement. In the event of (b)(ii), Purchaser shall pay PUMPTTECH, LLC for all amounts then due and owing under the Agreement plus all incurred costs not yet billed (e.g., labor and materials) plus fifteen percent (15%) for profit on all incurred costs not yet billed.

SHIPMENT: Estimated shipment from manufacturer can proceed as quoted after receipt of approved submittals and purchase order. Although PUMPTTECH, LLC shall use commercially reasonable efforts to have the Equipment delivered within the time estimated, any quoted shipment time is based on information from suppliers and is not intended to be an exact date or a guarantee. Any late delivery charges due to shipment beyond the estimated schedule will not be accepted.

WARRANTY: The only warranty/guarantee implied or applied to this Agreement are those as put forth by the original manufacturer. New equipment manufactured by PUMPTTECH, LLC are warranted to be free from defects in material and workmanship for a period of one (1) year from the date of shipment (ninety (90) days for repaired equipment) provided that the Purchaser has timely made all payments due under the Agreement and the product is properly installed, serviced, and operated under normal conditions. If within one (1) year of installation PUMPTTECH, LLC receives written notice from Purchaser of defective material or workmanship with respect to Equipment, PUMPTTECH, LLC's sole obligation shall be, at PUMPTTECH INC.'s option, either to (i) repair the Equipment, (ii) replace the Equipment, or (iii) refund the amount paid by Purchaser. PUMPTTECH, LLC shall have no other obligation or liability whatsoever with respect to any defective material(s) or service. Materials to be replaced or items for which services are to be re-performed shall be shipped by Purchaser to, PUMPTTECH, LLC's shop in Bellevue, Washington or to such location as PUMPTTECH, LLC may designate. Purchaser is responsible for prepayment of freight and insurance of such shipment. Purchaser shall provide returned items to PUMPTTECH, LLC in such a state that PUMPTTECH, LLC may inspect the item immediately upon PUMPTTECH, LLC's receipt thereof. If found to be defective, PUMPTTECH, LLC will prepay all freight and insurance costs of the return shipment of the repaired or replaced item. Any repaired or replaced items shall be warranted only for the remaining period of the original warranty. Expedited repairs are subject to expediting fees. Products inspected and proven to be non-defective are subject to service charges and will be returned to Purchaser at Purchaser's expense. THIS AGREEMENT DOES NOT GRANT ANY OTHER WARRANTY OR GUARANTEE OR MAKE ANY REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, WHETHER ARISING BY LAW, CUSTOM, CONDUCT OR USAGE OF TRADE. THE RIGHTS AND REMEDIES PROVIDED HEREIN ARE EXCLUSIVE AND IN LIEU OF ANY OTHER RIGHTS OR REMEDIES. THIS WARRANTY SHALL NOT BE VALID IF THE ITEMS THAT ARE THE SUBJECT MATTER OF THIS AGREEMENT HAVE BEEN SUBJECTED TO ABUSE, MISUSE, ACCIDENT, ALTERATION, MODIFICATION, NEGLIGENCE, UNAUTHORIZED REPAIR, OR EXPOSURE TO CONDITIONS BEYOND THE APPLICABLE ENVIRONMENT. THIS WARRANTY SHALL ALSO BE VOID IF THE ITEMS ARE ASSIGNED, SOLD OR TRANSFERRED TO AN ENTITY OTHER THAN PURCHASER.

LIMITATION OF LIABILITY: PUMPTTECH, LLC's liability on any claim of any kind (excluding bodily injury or death) whether based on contract, warranty, tort (including negligence), strict liability or otherwise, for any loss or damage arising out of, connected with, or resulting from this Agreement, or from the performance or breach thereof, or from all services and Equipment covered by or furnished under this Agreement, shall in no case exceed the price of the specific service or Equipment which gives rise to the claim. PURCHASER UNDERSTANDS AND ACKNOWLEDGES THAT IN NO EVENT WILL PUMPTTECH, LLC BE LIABLE FOR SPECIAL, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, INCLUDING, BUT NOT LIMITED TO, THOSE FOR LABOR, EXPENSES, LOSS OF PROFITS OR REVENUE, LOST OPPORTUNITIES, OR SIMILAR DAMAGES OF ANY KIND. INDEMNIFICATION: Purchaser agrees to defend, indemnify and hold harmless PUMPTTECH, LLC and its respective affiliates, officers, directors, employees, shareholders and agents from and against all losses, costs, expenses, damages, suits or liability of any nature incurred in whole or in part as a result of the conduct, negligence, or willful misconduct of Purchaser, its agents, servants, employees or customers or caused by Purchaser's property or property under the responsibility of Purchaser.

DISPUTE RESOLUTION: All claims, disputes or controversies (whether in contract or tort, pursuant to statute or regulation, or otherwise, and whether pre-existing, present or future) arising out of or relating to PUMPTTECH, LLC's services and/or these Terms and Conditions (collectively "Claims") will be resolved, first, by a formal mediation conducted by an experienced mediator mutually agreed upon by PUMPTTECH, LLC and Purchaser, and, if mediation should fail to resolve the Claims, secondly, by reference to and determination by binding arbitration governed by the Federal Arbitration Act and administered by the American Arbitration Association under its rules for resolution of disputes, or under other mutually agreed procedures. The parties agree that any arbitration proceeding shall be presided over by a neutral arbitrator selected by the parties who shall have at least twenty (20) years of experience practicing law related to sales contract disputes. Any such proceedings under mediation or arbitration shall be conducted in Seattle, Washington. This provision shall survive the termination of the Agreement governed by these Terms and Conditions.

CHOICE OF LAW: This Agreement shall be construed in accordance with the laws of the State of Washington.

ATTORNEY FEES: In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, and costs and expenses incurred.

FINAL AGREEMENT: This Agreement merges all prior discussions, whether written or oral, and is the entire understanding and agreement of the parties; neither party shall be bound by additional or other representations, conditions, or promises except as subsequently set forth in writing and signed by the party to be bound.

(Purchaser's signature)

Printed Name & Title

(Date)

Date: May 6, 2024**Project No.:** 24116E**To:** City of Cle Elum
119 West First Street
Cle Elum, WA 98922**Attention:** Rob Omans
City Administrator**From:** Benjamin A. Annen, PE
Vice President**Re:** Design and Construction Standards Update
Task Order No. 2024-05

We are sending you the attached following items:

One (1) Task Order Agreements

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

Comment:

Rob,

Upon review and approval, please have the Mayor sign the attached Task Order No. 2024-05 agreements for the Design and Construction Standards Update project. Once executed, please scan, and email the fully executed agreement to bannen@hlacivil.com, and retain the original for your records.

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

Thank you.

Copy to: _____ file

Signed: _____



TASK ORDER NO. 2024-04

REGARDING GENERAL AGREEMENT BETWEEN CITY OF CLE ELUM

AND

HLA ENGINEERING AND LAND SURVEYING, INC.

PROJECT DESCRIPTION:

Design and Construction Standards Update (Project)
HLA Project No. 24116E

The City of Cle Elum (CITY) desires to update their Construction Standards for Private construction of Public Facilities, last updated February 2002. The document will be updated for consistency with current industry standards including modifications specific to the CITY.

SCOPE OF SERVICES:

At the direction of the CITY, HLA Engineering and Land Surveying, Inc. (HLA), shall provide the following professional services for the Project:

1.0 Design and Construction Standards Update

- 1.1 Perform thorough review of the CITY's 2002 Construction Standards for Private Construction of Public Facilities, and highlight inconsistencies with current Standard Specifications for Road, Bridge, and Municipal Construction as published by the Washington State Department of Transportation.
- 1.2 Review CITY-desired modifications and updates to special provisions and standard details. We anticipate receiving a list of deletions, additions, and/or changes from the CITY.
- 1.3 Based on noted items from Task 1.1 and CITY-desired changes in Task 1.2, propose revision sections and new sections if applicable, to the CITY for consideration.
- 1.4 Once the CITY confirms proposed revision and new sections, HLA will prepare a draft Design and Construction Standards and Specifications for Public Works Improvements document for review by the CITY. This includes revisions to narrative and special provisions in the Chapters, and updates to existing and creation of new Standard Details.
- 1.5 Submit the draft Design and Construction Standards and Specifications for Public Works Improvements document to the CITY. Following an internal CITY review period, attend one meeting with CITY staff or Public Works Committee to review the draft Design and Construction Standards and Specifications for Public Works Improvements document.
- 1.6 Review CITY comments and incorporate them into the final draft Design and Construction Standards and Specifications for Public Works Improvements document.
- 1.7 Prepare the final Design and Construction Standards and Specifications for Public Works Improvements document and submit it to the CITY for final review.
- 1.8 Following CITY final review, address any remaining comments and publish the final Design and Construction Standards and Specifications for Public Works Improvements document, for adoption consideration by the City Council.
- 1.9 Prepare a dynamic PDF document for CITY use, including posting to the CITY's webpage if desired.

2.0 Additional Services

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

3.0 Items to be Furnished and Responsibility of CITY

The CITY will provide or perform the following:

- 3.1 Provide full information as to CITY Project requirements.
- 3.2 Provide all available information pertinent to the PROJECT relative to completion of the Project.
- 3.3 Examine all documents presented by HLA, and provide written decisions within a reasonable time, in order to not delay the work of HLA.
- 3.4 Obtain approval of all governmental authorities with jurisdiction over the Project, and approvals and consents from other individuals as necessary for completion of the Project. This includes any public comment efforts, CITY Council presentations, or other public meetings.
- 3.5 Review and revisions to the Municipal Code for consistency with the updated Design and Construction Standards and Specifications for Public Works Improvements.

TIME OF PERFORMANCE:

Following receipt of signed Task Order, HLA will diligently pursue completion of the Project as listed below:

1.0 Design and Construction Standards Update

HLA will begin the Project immediately following receipt of signed Task Order and will complete Tasks 1.1 through 1.3 within sixty (60) calendar days. Following CITY confirmation of revision sections, HLA will complete Tasks 1.4 and 1.5 within ninety (90) calendar days. Following receipt of CITY comments, HLA will complete remaining tasks within thirty (30) calendar days.

2.0 Additional Services

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

FEE FOR SERVICE:

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

1.0 Design and Construction Standards Update

All work in Task 1.0 shall be performed on a time-spent basis at the normal hourly billing rates included in our General Agreement, plus reimbursement for non-salary expenses for the estimated fee of \$30,000.

2.0 Additional Services

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

Proposed:



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



Date

Approved:

City of Cle Elum
Matthew Lundh, Mayor

Date



Important Reps and Certs Update [Show Details](#)
Mar 1, 2024



See All Alerts

Entity Validation Processing [Show Details](#)
Apr 30, 2024



[Home](#) [Search](#) [Data Bank](#) [Data Services](#) [Help](#)

[<](#) **Core Data**



Entity Registration
Core Data
Business Information
Entity Types
Financial Information
Taxpayer Information
Points of Contact
Assertions
Reps and Certs (FAR/DFARS)
Reps and Certs (Financial Assistance)
Exclusions
Responsibility / Qualification
Entity Reporting

Entity Information

HLA ENGINEERING AND LAND SURVEYING INC

Active Registration

Unique Entity ID CAGE/NCAGE
SDZDPKCU1NM8 36NF7

Expiration Date

Mar 25, 2025

Physical Address

**2803 River RD
Yakima, Washington
98902-1166, United States**

Mailing Address

**2803 River Road
Yakima, Washington
98902-6389, United States**

Purpose of Registration

All Awards

Version

Current Record

BUSINESS INFORMATION

Doing Business As
(blank)

URL
www.hlacivil.com

Division Name
**Hla Engineering And
Land Surveying, Inc.**

Division Number
(blank)

Congressional District
Washington 04

State/Country of
Incorporation
**Washington, United
States**

Registration Dates

Activation Date
Mar 27, 2024

Initial Registration
Date

Feb 21, 2005

Submission
Date

Mar 25, 2024

Owner

CAGE Legal Business
Name

Immediate**(blank) (blank)**

Entity Dates

Entity Start
Date

Fiscal Year End Close
Date

Owner		Feb 1, 1984	Dec 31
Highest Level Owner	(blank) (blank)		

Executive Compensation

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

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

No

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

Not Selected

SAM SEARCH AUTHORIZATION

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

☒ Yes

ENTITY TYPES

Business Types

Entity Structure	Corporate Entity (Not Tax Exempt)
------------------	-----------------------------------

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business

Entity Type	Business or Organization
Profit Structure	For Profit Organization
Organization Factors	Subchapter S Corporation

information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

FINANCIAL INFORMATION

Payments

Accepts Credit Card Payments
No

Debt Subject To Offset ?
No

ACCOUNT DETAILS

EFT Indicator 0000
CAGE Code 36NF7

Electronic Funds Transfer

Account Type	Checking
Account Number	*****74
Routing Number	*****74
Lockbox	(blank)

Automated Clearing House

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

Remittance Address

HLA Engineering and Land Surveying Inc

5/1/24, 9:40 AM

SAM.gov

Number		2803 River Road
		Yakima, Washington 98902-6389
Financial Institution	KEY BANK	United States

TAXPAYER INFORMATION

Taxpayer Name	Name/Title of Individual
HLA Engineering and Land Surveying Inc	Executing Consent
	President
Address	Signature
2803 River Road, Yakima, WA 98902-6389	MICHAEL T BATTLE
United States	EIN
	*****7188
Type of Tax	
Applicable Federal Tax	
Tax Year (Most Recent Tax Year)	
2023	
TIN Consent Date	
Mar 25, 2024	

POINTS OF CONTACT

Accounts Receivable POC

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

Email

kbackes@hlacivil.com

Phone

509 966-7000

Fax

5099653800

Address

(blank)

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

Email

ladams@hlacivil.com

Phone

509 966-7000

Fax

5099653800

Address

2803 River Road
Yakima, Washington
98902-6389
United States**Alternate Point of Contact****Kelly L Hedrick, HR Manager**

Email

khedrick@hlacivil.com

Phone

509 966-7000

Fax

5099653800

Address

2803 River Road
Yakima, Washington
98902
United States**Government Business****Primary Point of Contact**

Michael T Battle, President

Email	Phone	Fax	Address
mbattle@hlacivil.com	509 966-7000	5099653800	2803 River Road
			Yakima, Washington
			98902-6389
			United States

Alternate Point of Contact

Lisa R Adams, Controller

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



Feedback

Our Website

- About This Site
- Our Community
- Release Notes
- System Alerts
- Policies**
- Terms of Use
- Privacy Policy
- Disclaimers
- Freedom of Information Act
- Accessibility

Our Partners

- Acquisition.gov
- USASpending.gov
- Grants.gov
- More Partners
- Customer Service**
- Help
- Check Entity Status
- Federal Service Desk
- External Resources
- Contact



 WARNING

This is a U.S. General Services Administration Federal Government computer system that is **"FOR OFFICIAL USE ONLY."** This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

This system contains Controlled Unclassified Information (CUI). All individuals viewing, reproducing or disposing of this information are required to protect it in accordance with 32 CFR Part 2002 and GSA Order CIO 2103.2 CUI Policy.

SAM.gov

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

Debarred Contractors List

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

Company Name: HLA Engineering and land Su

WA UBI Number:

License Number:

Principal:

RCW: All



From: MM/DD/YYYY

To: MM/DD/YYYY

Penalty Due:

All



Wage Due:

All



[Apply Filters](#) [Reset](#)

[Download all debarment data](#)

Show 25 per page

Showing 0 records

[First](#)[Previous](#)[Next](#)[Last](#)

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

There are no records that match your search criteria.

Show 25 per page

Showing 0 records

[First](#)[Previous](#)[Next](#)[Last](#)

Date: May 9, 2024

Project No.: 24056C

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

Attention: Rob Omans
City Administrator

From: Benjamin A. Annen, PE
Vice President

Re: 2nd Street Multi-use Pathway - Construction Services
Pennsylvania Avenue toward Short Avenue
Transportation Improvement Board (TIB) Complete Streets
Consultant Agreement

We are sending you the attached following items:

One (1) Transportation Improvement Board (TIB) – Consultant Agreement

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

Comment:

Rob,

Upon review and approval, please have the Mayor sign the attached Transportation Improvement Board (TIB) – Consultant Agreement for the 2nd Street Multi-use Pathway - Construction Services - Pennsylvania Avenue toward Short Avenue Complete Streets project. Once executed, please scan, and email the fully executed agreement to bannen@hlacivil.com, and retain the original for your records.

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

Thank you.

Copy to: _____ file

Signed: _____





Transportation Improvement Board (TIB) Consultant Agreement

TIB PROJECT NUMBER C-E-930(004)-1 (HLA Project No. 24056C)		PROJECT PHASE (check one) ☐ Design ☒ Construction	
PROJECT TITLE & WORK DESCRIPTION 2nd Street Multi-use Pathway TIB Complete Streets Pennsylvania Avenue toward Short Avenue Construction of first phase of Second Street Pathway, a multi-modal HMA pathway from Pennsylvania Avenue toward Short Avenue, including 740 tons HMA, 1,200 TONS base rock, 2,000 LF of curb and gutter, 1,000 SY of sidewalk, storm drain pipe and catch basins, and related improvements (bid under one cover with TIB Project No. P-E-930(P06)-1).			
CONSULTANT NAME & ADDRESS HLA Engineering and Land Surveying, Inc. (HLA), 2803 River Road, Yakima, WA 98902			
AGREEMENT TYPE (check one)			
☐ LUMP SUM ☐ COST PLUS FIXED FEE OVERHEAD PROGRESS PAYMENT RATE _____ % OVERHEAD COST METHOD ☐ Actual Cost ☐ Actual Cost Not To Exceed _____ % ☐ Fixed Rate _____ % FIXED FEE \$ _____ ☒ SPECIFIC RATES OF PAY ☒ Negotiated Hourly Rate ☐ Provisional Hourly Rate ☐ COST PER UNIT WORK			
DBE PARTICIPATION ☐ Yes ☒ No _____ %		WBE PARTICIPATION ☐ Yes ☒ No _____ %	
COMPLETION DATE December 31, 2025		MAXIMUM AMOUNT PAYABLE \$74,770.00	

THIS AGREEMENT, made and entered into this _____ day of _____, between the **City of Cle Elum**, Washington, hereinafter called the AGENCY, and the above organization hereinafter called the CONSULTANT. The Transportation Improvement Board hereinafter called the TIB, administers the following accounts: Urban Arterial Trust Account funds, Transportation Improvement Account funds, Small City Account funds, and City Hardship Assistance Account funds.

WITNESSETH THAT:

WHEREAS, the AGENCY desires to accomplish the above referenced project, with the aid of TIB funds in conformance with the rules and regulations promulgated by the TIB; and

WHEREAS, the AGENCY 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 for the PROJECT; and

WHEREAS, the CONSULTANT represents that he/she is in compliance 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 work and services as herein defined and necessary to accomplish the completed work for this PROJECT. The CONSULTANT shall furnish all services, labor and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

II SCOPE OF WORK

The Scope of Work and project level of effort for this project is detailed in Exhibit B attached hereto, and by this reference made a part of this AGREEMENT.

TIB

Form 190-016
Revised Oct 2001

**Consultant Agreement****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 or individuals shall be coordinated through the AGENCY.

The CONSULTANT shall attend coordination, progress and presentation meetings with the AGENCY or such Federal, Community, State, 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 number of hours or days notice required shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit B attached hereto and made part of this AGREEMENT. The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, that will outline in written and graphical form the various phases and the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated. Goals for Disadvantaged Business Enterprises (DBE), Minority Business Enterprises (MBE), and Women-owned Business Enterprises (WBE) if required shall be shown in the heading of this Agreement.

The original copies of all reports, PS&E, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All designs, drawings, specifications, documents, and other work products prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for the PROJECT and are 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 PROJECT, shall be without liability of legal exposure to the CONSULTANT.

**IV
TIME FOR BEGINNING AND COMPLETION**

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT under 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 or governmental actions or other conditions beyond the control of the CONSULTANT. A prior supplemental agreement issued by the AGENCY is required to extend the established completion time.

**V
PAYMENT**

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided in Exhibit C attached hereto, and by this reference made part of this AGREEMENT. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Section II, Scope of Work.

**VI
SUBCONTRACTING**

The AGENCY permits subcontracts for those items of work as shown in Exhibit G to this Agreement. Compensation for this subconsultant work shall be based on the cost factors shown on Exhibit G, attached hereto and by this reference made a part of this AGREEMENT.

The work of the subconsultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the subconsultant shall be substantiated in the same manner as outlined in Section V. All subcontracts exceeding \$10,000 in cost shall contain all applicable provisions of this AGREEMENT.

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

**VII
EMPLOYMENT**

The CONSULTANT warrants that he/she has 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 the 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 or might arise under any Worker'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 the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the STATE, or the AGENCY, except regularly retired employees, without written consent of the public employer of such person.

**VIII
NONDISCRIMINATION**

The CONSULTANT agrees not to discriminate against any client, employee or applicant for employment or for services because of race, creed, color, national origin, marital status, sex, age or handicap except for a bona fide occupational qualification with regard to, but not limited to the following: employment upgrading, demotion or transfer, recruitment or any recruitment advertising, layoffs or terminations, rates of pay or other forms of compensation, selection for training, rendition of services. The CONSULTANT understands and agrees that if it violates this provision, this AGREEMENT may be terminated by the AGENCY and further that the CONSULTANT shall be barred from performing any services for the AGENCY now or in the future unless a showing is made satisfactory to the AGENCY that discriminatory practices have terminated and that recurrence of such action is unlikely.

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

- A. COMPLIANCE WITH REGULATIONS: The CONSULTANT shall comply with the Regulations relative to nondiscrimination in the same manner as in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this AGREEMENT.



Consultant Agreement IX

TERMINATION OF AGREEMENT

- B. **NONDISCRIMINATION:** The CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, creed, color, sex, age, marital status, national origin or handicap except for a bona fide occupational qualification in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix II of the Regulations.
- C. **SOLICITATIONS FOR SUBCONSULTANTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT:** In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the Regulations relative to nondiscrimination on the grounds of race, creed, color, sex, age, marital status, national origin and handicap.
- D. **INFORMATION AND REPORTS:** The CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY or TIB to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of the CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the AGENCY, or the TIB as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. **SANCTIONS FOR NONCOMPLIANCE:** In the event of the CONSULTANT's noncompliance with the nondiscrimination provisions of this AGREEMENT, the AGENCY shall impose such sanctions as it or the Transportation Improvement Board may determine to be appropriate, including, but not limited to:
1. Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or
 2. Cancellation, termination or suspension of the AGREEMENT, in whole or in part.
- F. **INCORPORATION OF PROVISIONS:** The CONSULTANT shall include the provisions of paragraphs (A) through (G) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any subconsultant or procurement as the AGENCY or the Transportation Improvement Board may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY to enter into such litigation to protect the interests of the AGENCY, and in addition, the CONSULTANT may request the TIB to enter into such litigation to protect the interests of the TIB.
- G. **UNFAIR EMPLOYMENT PRACTICES:** The CONSULTANT shall comply with RCW 49.60.180 prohibiting unfair employment practices and the Executive Orders numbered E.O.70-01 and E.O.66-03 of the Governor of the State of Washington.

The right is reserved by the AGENCY to terminate this AGREEMENT at any time upon ten days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY other than for fault on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT as shown in Exhibit F for the type of AGREEMENT used.

No payment shall be made for any work completed after ten days following receipt by the CONSULTANT of the Notice of Termination. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

In the event the services of the CONSULTANT are terminated by the AGENCY for fault on the part of the CONSULTANT, the above formula for payment shall not apply. In such an event, the amount to be paid shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work 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 work required and the time which maybe required to do so, and other factors which affect the value to the AGENCY of the work 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 the previous paragraph.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without it or its employees fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY in accordance with the provision of this AGREEMENT.

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the project, or, dissolution of the partnership, termination of the corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of this AGREEMENT, if requested to do so by the AGENCY. The subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the AGENCY, if the AGENCY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the AGENCY's concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

In the event this AGREEMENT is terminated prior to completion, the original copies of all reports and other data, PS&E materials furnished to the CONSULTANT by the AGENCY and documents prepared by the CONSULTANT prior to said termination, shall become and remain the property of the AGENCY and may be used by it without restriction. Such unrestricted use, not occurring as a part of this PROJECT, shall be without liability or legal exposure to the CONSULTANT.

Payment for any part of the work 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 work 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.



Transportation Improvement Board (TIB)
Consultant Agreement

waives any immunity under the state industrial insurance law, Title 51 RCW. The CONSULTANT recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation.

Unless otherwise specified in the AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of 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 the AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to RCW 48.

Insurance Coverage

A. Worker's compensation and employer's liability insurance as required by the STATE.

B. General commercial liability insurance in an amount not less than a single limit of one million and 00/100 Dollars (\$1,000,000.00) for bodily injury, including death and property damage per occurrence.

Excepting the Worker's Compensation insurance and any professional liability insurance secured by the CONSULTANT, the AGENCY will be named on all certificates of insurance as an additional insured. 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 14 days of the execution of this AGREEMENT to the AGENCY. 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 shall be limited to the amount payable under this AGREEMENT or one million dollars, whichever is the greater unless modified by Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

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

**XIV
EXTRA WORK**

A. The AGENCY may at any time, by written order, make changes within the general scope of the 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 work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the 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 the AGREEMENT accordingly.

**X
CHANGES OF WORK**

The CONSULTANT shall make such changes and revisions in the complete work of this AGREEMENT as necessary to correct errors appearing therein, when required to do so by the AGENCY, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed work 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 XIV.

**XI
DISPUTES**

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the AGENCY shall be referred for determination 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 the scope of judicial review provided under Washington Case Law.

**XII
VENUE, APPLICABLE LAW AND
PERSONAL JURISDICTION**

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in the Superior Court of the State of Washington, situated in the county the AGENCY is located in. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall 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 the AGENCY is located in.

**XIII
LEGAL RELATIONS AND INSURANCE**

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accord with the laws of Washington.

The CONSULTANT shall indemnify and hold the AGENCY and the STATE of Washington, and their officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the CONSULTANT's negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the AGENCY and the STATE against and hold harmless the AGENCY and the STATE from claims, demands or suits based solely upon the conduct of the AGENCY and the STATE, their agents, officers and employees and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT's agents or employees and (b) the AGENCY and the STATE, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence, (2) the costs to the AGENCY and the STATE of defending such claims and suits, etc. shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents or employees.

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

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees against the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically



Transportation Improvement Board (TIB)

Consultant Agreement

XVII CERTIFICATION OF THE CONSULTANT AND THE AGENCY

Attached hereto as Exhibit A-1, are the Certifications of the Consultant and the Agency.

XVIII COMPLETE AGREEMENT

This document and referenced attachments contains 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 an amendment to this AGREEMENT.

XIX 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 agreements contained in the proposal, and the supporting materials submitted by the CONSULTANT, and does hereby accept the AGREEMENT and agrees to all of the terms and conditions thereof.

- C. The CONSULTANT must submit any proposal for adjustment (hereafter referred to as proposal) under this clause within 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 proposal submitted before final payment of the AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the disputes clause. However nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and condition 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.

XV ENDORSEMENT OF PLANS

The CONSULTANT shall place his endorsement on all plans, estimates or any other engineering data furnished by him.

XVI TIB AND AGENCY REVIEW

The AGENCY and TIB shall have the right to participate in the review or examination of the work in progress.

In witness whereof the parties hereto have executed this AGREEMENT as of the day and year first above written.

By

By

Consultant

HLA Engineering and Land Surveying, Inc. (HLA)

City of

Cle Elum



EXHIBIT A-1 Certification of Consultant

Project No. C-E-930(004)-1	City/County City of Cle Elum
-----------------------------------	-------------------------------------

I hereby certify that I am Michael T. Battle, PE a duly authorized representative of the firm of HLA Engineering and Land Surveying, Inc. (HLA) whose address is 2803 River Road, Yakima, WA 98902 and that neither I nor the above firm I here represent has:

- (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 contract.
- (b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of a firm or person in connection with carrying out the contract.
- (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 the contract; except as here expressly stated (if any):

I further certify that the firm I hereby represent is authorized to do business in the State of Washington and that the firm is in full compliance with requirements of the Board of Professional Registration.

I acknowledge that this certificate is to be available to the Transportation Improvement Board (TIB), in connection with this contract involving participation of TIB funds and is subject to applicable State and Federal laws, both criminal and civil.

5/9/2024
Date


Signature

Certification of Agency Official

I hereby certify that I am the AGENCY Official of the City of Cle Elum, Washington and that the above consulting firm or his/her representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract to:

- (a) Employ or retain, or agree to employ or 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 here expressly stated (if any).

I acknowledge that this certificate is to be available to the TIB, in connection with this contract involving participation of TIB funds and is subject to applicable State and Federal laws, both criminal and civil.

Date

Signature



EXHIBIT B-1 Scope of Work

Project No. **C-E-930(004)-1**

Describe the Scope of Work

2.0 Construction Engineering and Administration Services

- 2.1 Following Agency award of the contract, prepare notice of award to the Contractor.
- 2.2 Assist in reviewing bond and insurance and prepare contracts.
- 2.3 Coordinate and facilitate preconstruction meeting.
- 2.4 Prepare and transmit Notice to Proceed to Contractor.
- 2.5 Furnish the field survey crew to set horizontal and vertical control for the project.
- 2.6 Provide submittal review for project materials as provided by the Contractor per the specifications.
- 2.7 Administer construction meetings anticipated once per week during the duration of improvements.
- 2.8 During all contract work, furnish a qualified resident engineer (Inspector) to be on site and provide surveillance of construction for compliance with plans and specifications. The total Contract Time for this project is of forty-five (45) working days based on standard 40-hour work weeks. If the Contractor is authorized by the Agency to work extra hours or extend Contract Time, then the Agency will provide a consultant contract supplement to compensate for additional work required by the consultant.
- 2.9 Prepare daily progress reports.
- 2.10 Prepare weekly statements of working days.
- 2.11 Consult and advise the Agency during construction and report of the completed work with Agency representatives.
- 2.12 Review acceptance sampling and testing for construction materials.
- 2.13 Perform measurement and computation of pay items.
- 2.14 Recommend progress payments for the Contractor to the Agency.
- 2.15 Prepare proposed contract change orders and/or force account computations as required.
- 2.16 Conduct final inspection with the Contractor, Agency, and HLA, and prepare punchlist of items to be addressed by the Contractor and provide to the Agency.
- 2.17 Prepare and furnish reproducible record drawings and field notes of completed work in accordance with project field records.
- 2.18 Prepare administrative documents to the appropriate agencies which have jurisdiction over funding, design, and construction of this project.
- 2.19 Monitor the Contractor's compliance with State labor standards.
- 2.20 Assist the Agency with TIB funding reimbursement requests, coordination, and closeout documentation.

Documents to be Furnished by the Consultant

Monthly Progress Pay Estimates
 Resident Engineer's Reports
 Survey Construction Staking Notes
 Construction Contractor Labor Documents
 Project Record Drawings



EXHIBIT D-1
Consultant Fee Determination Summary Sheet
(Lump Sum, Cost Plus Fixed Fee, Cost per Unit of Work)

Prepared by HLA Engineering and Land Surveying, Inc. (HLA)					Date 05/07/2024
Project 2nd Street Multi-use Pathway Pennsylvania Avenue toward Short Avenue					
Negotiated Rates					
Classification	Man Hours		Rate		Cost
Senior Principal Engineer	12	x	\$263.00	=	\$3,156.00
Construction Supervisor	40	x	\$194.00	=	\$7,760.00
Project Engineer I	24	x	\$174.00	=	\$4,176.00
Contract Administrator III	32	x	\$159.00	=	\$5,088.00
CAD Technician	12	x	\$153.00	=	\$1,836.00
Resident Engineer	253	x	\$143.00	=	\$36,179.00
Surveyor	60	x	\$141.00	=	\$8,460.00
Contract Administrator II	32	x	\$133.00	=	\$4,256.00
Engineering Technician I	16	x	\$102.00	=	\$1,632.00
TOTAL					\$72,543.00
REIMBURSABLES					
Travel					\$1,895.00
Printing/Plotting/Postage					\$332.00
SUBCONSULTANT COST					\$0.00
GRAND TOTAL					\$74,770.00



EXHIBIT F-1
Payment Upon Termination of Agreement
by the Agency Other than for Fault of the Consultant
(Refer to Agreement, Section IX)

Lump Sum Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made shall total the same percentage of the Lump Sum Amount as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Cost Plus Fixed Fee Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Specific Rates of Pay Contracts

A final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT plus and direct nonsalary costs incurred at the time of termination of this AGREEMENT.

Cost Per Unit of Work Contracts

A final payment shall be made to the CONSULTANT for actual units of work completed at the time of termination of this AGREEMENT.



Important Reps and Certs Update [Show Details](#)
Mar 1, 2024



See All Alerts

Entity Validation Processing [Show Details](#)
Apr 30, 2024



[Home](#) [Search](#) [Data Bank](#) [Data Services](#) [Help](#)

[<](#) **Core Data**



Entity Registration
Core Data
Business Information
Entity Types
Financial Information
Taxpayer Information
Points of Contact
Assertions
Reps and Certs (FAR/DFARS)
Reps and Certs (Financial Assistance)
Exclusions
Responsibility / Qualification
Entity Reporting

Entity Information

HLA ENGINEERING AND
LAND SURVEYING INC

Active Registration

Unique Entity ID CAGE/NCAGE
SDZDPKCU1NM8 36NF7

Expiration Date

Mar 25, 2025

Physical Address
2803 River RD
Yakima, Washington
98902-1166, United States

Mailing Address
2803 River Road
Yakima, Washington
98902-6389, United States

Purpose of Registration
All Awards

Version

Current Record

BUSINESS INFORMATION

Doing Business As (blank)	URL www.hlacivil.com
Division Name Hla Engineering And Land Surveying, Inc.	Division Number (blank)
Congressional District Washington 04	State/Country of Incorporation Washington, United States

Registration Dates

Activation Date Mar 27, 2024	Initial Registration Date Feb 21, 2005
Submission Date Mar 25, 2024	

Owner	CAGE	Legal Business Name
-------	------	------------------------

Immediate	(blank) (blank)
-----------	-----------------

Entity Dates

Entity Start Date	Fiscal Year End Close Date
----------------------	-------------------------------

Owner		Feb 1, 1984	Dec 31
Highest Level Owner	(blank) (blank)		

Executive Compensation

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

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

No

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

Not Selected

SAM SEARCH AUTHORIZATION

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

☒ Yes

ENTITY TYPES

Business Types

Entity Structure	Corporate Entity (Not Tax Exempt)
------------------	-----------------------------------

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business

Entity Type	Business or Organization
Profit Structure	For Profit Organization
Organization Factors	Subchapter S Corporation

information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

FINANCIAL INFORMATION

Payments

Accepts Credit Card Payments
No

Debt Subject To Offset ?
No

ACCOUNT DETAILS

EFT Indicator 0000
CAGE Code 36NF7

Electronic Funds Transfer

Account Type	Checking
Account Number	*****74
Routing Number	*****74
Lockbox	(blank)

Automated Clearing House

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

Remittance Address

HLA Engineering and Land Surveying Inc

Number		2803 River Road
Financial Institution	KEY BANK	Yakima, Washington 98902-6389
		United States

TAXPAYER INFORMATION

Taxpayer Name	Name/Title of Individual
HLA Engineering and Land Surveying Inc	Executing Consent
	President
Address	Signature
2803 River Road, Yakima, WA 98902-6389	MICHAEL T BATTLE
United States	EIN
	*****7188
Type of Tax	
Applicable Federal Tax	
Tax Year (Most Recent Tax Year)	
2023	
TIN Consent Date	
Mar 25, 2024	

POINTS OF CONTACT

Accounts Receivable POC

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

Email

kbackes@hlacivil.com

Phone

509 966-7000

Fax

5099653800

Address

(blank)

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

Email

ladams@hlacivil.com

Phone

509 966-7000

Fax

5099653800

Address

2803 River Road
Yakima, Washington
98902-6389
United States**Alternate Point of Contact****Kelly L Hedrick, HR Manager**

Email

khedrick@hlacivil.com

Phone

509 966-7000

Fax

5099653800

Address

2803 River Road
Yakima, Washington
98902
United States**Government Business****Primary Point of Contact**

Michael T Battle, President

Email	Phone	Fax	Address
mbattle@hlacivil.com	509 966-7000	5099653800	2803 River Road
			Yakima, Washington
			98902-6389
			United States

Alternate Point of Contact

Lisa R Adams, Controller

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



Feedback

Our Website

- About This Site
- Our Community
- Release Notes
- System Alerts
- Policies**
- Terms of Use
- Privacy Policy
- Disclaimers
- Freedom of Information Act
- Accessibility

Our Partners

- Acquisition.gov
- USASpending.gov
- Grants.gov
- More Partners

Customer Service

- Help
- Check Entity Status
- Federal Service Desk
- External Resources
- Contact



 WARNING

This is a U.S. General Services Administration Federal Government computer system that is **"FOR OFFICIAL USE ONLY."** This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

This system contains Controlled Unclassified Information (CUI). All individuals viewing, reproducing or disposing of this information are required to protect it in accordance with 32 CFR Part 2002 and GSA Order CIO 2103.2 CUI Policy.

SAM.gov

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

Debarred Contractors List

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

Company Name: HLA Engineering and land Su

WA UBI Number:

License Number:

Principal:

RCW: All

From: MM/DD/YYYY To: MM/DD/YYYY

Penalty Due:

All

Wage Due:

All

Apply FiltersReset

Download all debarment data

Show 25 per page

Showing 0 records

FirstPreviousNextLast

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

There are no records that match your search criteria.

Show 25 per page

Showing 0 records

FirstPreviousNextLast

Date: May 7, 2024**Project No.:** 24056C**To:** City of Cle Elum
119 West First Street
Cle Elum, WA 98922**Attention:** Rob Omans
City Administrator**From:** Benjamin A. Annen, PE
Vice President**Re:** Second Street Pathway – Phase 1 - Construction Services
N Stafford Avenue to N Pennsylvania Avenue
Transportation Improvement Board (TIB) SCATP
Consultant Agreement

We are sending you the attached following items:

One (1) Transportation Improvement Board (TIB) – Consultant Agreement

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

Comment:

Rob,

Upon review and approval, please have the Mayor sign the attached Transportation Improvement Board (TIB) – Consultant Agreement for the Second Street Pathway – Phase 1 - Construction Services - N Stafford Avenue to N Pennsylvania Avenue Small City Active Transportation Program (SCATP) project. Once executed, please scan, and email the fully executed agreement to bannen@hlacivil.com, and retain the original for your records.

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

Thank you.

Copy to: _____ file

Signed: _____



Transportation Improvement Board (TIB) Consultant Agreement

TIB PROJECT NUMBER P-E-930(P06)-1 (HLA Project No. 24056C)		PROJECT PHASE (check one) ☐ Design ☒ Construction	
PROJECT TITLE & WORK DESCRIPTION TIB SCATP		Second Street Pathway – Phase 1 N Stafford Avenue to N Pennsylvania Avenue Construction of first phase of Second Street Pathway, a multi-modal HMA pathway from N Stafford Avenue to N Pennsylvania Avenue, including 740 TONS HMA, 1,200 tons base rock, 2,000 LF of curb and gutter, 1,000 SY of sidewalk, storm drain pipe and catch basins, and related improvements (bid under one cover with TIB Project No. C-E-930(004)-1).	
CONSULTANT NAME & ADDRESS HLA Engineering and Land Surveying, Inc. (HLA), 2803 River Road, Yakima, WA 98902			
AGREEMENT TYPE (check one)			
☐ LUMP SUM ☐ COST PLUS FIXED FEE OVERHEAD PROGRESS PAYMENT RATE _____ % OVERHEAD COST METHOD ☐ Actual Cost ☐ Actual Cost Not To Exceed _____ % ☐ Fixed Rate _____ % FIXED FEE \$ _____			
☒ SPECIFIC RATES OF PAY ☒ Negotiated Hourly Rate ☐ Provisional Hourly Rate			
☐ COST PER UNIT WORK			
DBE PARTICIPATION ☐ Yes ☒ No _____ %		WBE PARTICIPATION ☐ Yes ☒ No _____ %	
COMPLETION DATE December 31, 2025		MAXIMUM AMOUNT PAYABLE \$74,770.00	

THIS AGREEMENT, made and entered into this _____ day of _____, _____, between the **City of Cle Elum**, Washington, hereinafter called the AGENCY, and the above organization hereinafter called the CONSULTANT. The Transportation Improvement Board hereinafter called the TIB, administers the following accounts: Urban Arterial Trust Account funds, Transportation Improvement Account funds, Small City Account funds, and City Hardship Assistance Account funds.

WITNESSETH THAT:

WHEREAS, the AGENCY desires to accomplish the above referenced project, with the aid of TIB funds in conformance with the rules and regulations promulgated by the TIB; and

WHEREAS, the AGENCY 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 for the PROJECT; and

WHEREAS, the CONSULTANT represents that he/she is in compliance 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:

GENERAL DESCRIPTION OF WORK

The work under this AGREEMENT shall consist of the above described work and services as herein defined and necessary to accomplish the completed work for this PROJECT. The CONSULTANT shall furnish all services, labor and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

II SCOPE OF WORK

The Scope of Work and project level of effort for this project is detailed in Exhibit B attached hereto, and by this reference made a part of this AGREEMENT.

TIB

Form 190-016
Revised Oct 2001



Transportation Improvement Board (TIB) Consultant Agreement

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 or individuals shall be coordinated through the AGENCY.

The CONSULTANT shall attend coordination, progress and presentation meetings with the AGENCY or such Federal, Community, State, 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 number of hours or days notice required shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit B attached hereto and made part of this AGREEMENT. The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, that will outline in written and graphical form the various phases and the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated. Goals for Disadvantaged Business Enterprises (DBE), Minority Business Enterprises (MBE), and Women-owned Business Enterprises (WBE) if required shall be shown in the heading of this Agreement.

The original copies of all reports, PS&E, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All designs, drawings, specifications, documents, and other work products prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for the PROJECT and are 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 PROJECT, shall be without liability of legal exposure to the CONSULTANT.

IV TIME FOR BEGINNING AND COMPLETION

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT under 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 or governmental actions or other conditions beyond the control of the CONSULTANT. A prior supplemental agreement issued by the AGENCY is required to extend the established completion time.

V PAYMENT

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided in Exhibit C attached hereto, and by this reference made part of this AGREEMENT. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Section II, Scope of Work.

VI SUBCONTRACTING

The AGENCY permits subcontracts for those items of work as shown in Exhibit G to this Agreement. Compensation for this subconsultant work shall be based on the cost factors shown on Exhibit G, attached hereto and by this reference made a part of this AGREEMENT.

The work of the subconsultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the subconsultant shall be substantiated in the same manner as outlined in Section V. All subcontracts exceeding \$10,000 in cost shall contain all applicable provisions of this AGREEMENT.

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

VII EMPLOYMENT

The CONSULTANT warrants that he/she has 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 the 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 or might arise under any Worker'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 the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the STATE, or the AGENCY, except regularly retired employees, without written consent of the public employer of such person.

VIII NONDISCRIMINATION

The CONSULTANT agrees not to discriminate against any client, employee or applicant for employment or for services because of race, creed, color, national origin, marital status, sex, age or handicap except for a bona fide occupational qualification with regard to, but not limited to the following: employment upgrading, demotion or transfer, recruitment or any recruitment advertising, layoffs or terminations, rates of pay or other forms of compensation, selection for training, rendition of services. The CONSULTANT understands and agrees that if it violates this provision, this AGREEMENT may be terminated by the AGENCY and further that the CONSULTANT shall be barred from performing any services for the AGENCY now or in the future unless a showing is made satisfactory to the AGENCY that discriminatory practices have terminated and that recurrence of such action is unlikely.

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

- A. COMPLIANCE WITH REGULATIONS: The CONSULTANT shall comply with the Regulations relative to nondiscrimination in the same manner as in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this AGREEMENT.



Consultant Agreement

IX

TERMINATION OF AGREEMENT

- B. **NONDISCRIMINATION:** The CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, creed, color, sex, age, marital status, national origin or handicap except for a bona fide occupational qualification in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix II of the Regulations.
- C. **SOLICITATIONS FOR SUBCONSULTANTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT:** In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the Regulations relative to nondiscrimination on the grounds of race, creed, color, sex, age, marital status, national origin and handicap.
- D. **INFORMATION AND REPORTS:** The CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY or TIB to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of the CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the AGENCY, or the TIB as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. **SANCTIONS FOR NONCOMPLIANCE:** In the event of the CONSULTANT's noncompliance with the nondiscrimination provisions of this AGREEMENT, the AGENCY shall impose such sanctions as it or the Transportation Improvement Board may determine to be appropriate, including, but not limited to:
1. Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or
 2. Cancellation, termination or suspension of the AGREEMENT, in whole or in part.
- F. **INCORPORATION OF PROVISIONS:** The CONSULTANT shall include the provisions of paragraphs (A) through (G) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any subconsultant or procurement as the AGENCY or the Transportation Improvement Board may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY to enter into such litigation to protect the interests of the AGENCY, and in addition, the CONSULTANT may request the TIB to enter into such litigation to protect the interests of the TIB.
- G. **UNFAIR EMPLOYMENT PRACTICES:** The CONSULTANT shall comply with RCW 49.60.180 prohibiting unfair employment practices and the Executive Orders numbered E.O.70-01 and E.O.66-03 of the Governor of the State of Washington.

The right is reserved by the AGENCY to terminate this AGREEMENT at any time upon ten days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY other than for fault on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT as shown in Exhibit F for the type of AGREEMENT used.

No payment shall be made for any work completed after ten days following receipt by the CONSULTANT of the Notice of Termination. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

In the event the services of the CONSULTANT are terminated by the AGENCY for fault on the part of the CONSULTANT, the above formula for payment shall not apply. In such an event, the amount to be paid shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work 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 work required and the time which maybe required to do so, and other factors which affect the value to the AGENCY of the work 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 the previous paragraph.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without it or its employees fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY in accordance with the provision of this AGREEMENT.

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the project, or, dissolution of the partnership, termination of the corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of this AGREEMENT, if requested to do so by the AGENCY. The subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the AGENCY, if the AGENCY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the AGENCY's concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

In the event this AGREEMENT is terminated prior to completion, the original copies of all reports and other data, PS&E materials furnished to the CONSULTANT by the AGENCY and documents prepared by the CONSULTANT prior to said termination, shall become and remain the property of the AGENCY and may be used by it without restriction. Such unrestricted use, not occurring as a part of this PROJECT, shall be without liability or legal exposure to the CONSULTANT.

Payment for any part of the work 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 work 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.



Consultant Agreement

waives any immunity under the state industrial insurance law, Title 51 RCW. The CONSULTANT recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation.

Unless otherwise specified in the AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of 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 the AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to RCW 48.

Insurance Coverage

A. Worker's compensation and employer's liability insurance as required by the STATE.

B. General commercial liability insurance in an amount not less than a single limit of one million and 00/100 Dollars (\$1,000,000.00) for bodily injury, including death and property damage per occurrence.

Excepting the Worker's Compensation insurance and any professional liability insurance secured by the CONSULTANT, the AGENCY will be named on all certificates of insurance as an additional insured. 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 14 days of the execution of this AGREEMENT to the AGENCY. 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 shall be limited to the amount payable under this AGREEMENT or one million dollars, whichever is the greater unless modified by Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

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

XIV EXTRA WORK

- A. The AGENCY may at any time, by written order, make changes within the general scope of the 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 work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the 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 the AGREEMENT accordingly.

X CHANGES OF WORK

The CONSULTANT shall make such changes and revisions in the complete work of this AGREEMENT as necessary to correct errors appearing therein, when required to do so by the AGENCY, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed work 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 XIV.

XI DISPUTES

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the AGENCY shall be referred for determination 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 the scope of judicial review provided under Washington Case Law.

XII VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in the Superior Court of the State of Washington, situated in the county the AGENCY is located in. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall 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 the AGENCY is located in.

XIII LEGAL RELATIONS AND INSURANCE

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accord with the laws of Washington.

The CONSULTANT shall indemnify and hold the AGENCY and the STATE of Washington, and their officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the CONSULTANT's negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the AGENCY and the STATE against and hold harmless the AGENCY and the STATE from claims, demands or suits based solely upon the conduct of the AGENCY and the STATE, their agents, officers and employees and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT's agents or employees and (b) the AGENCY and the STATE, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence, (2) the costs to the AGENCY and the STATE of defending such claims and suits, etc. shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents or employees.

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

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees against the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically



Transportation Improvement Board (TIB)

Consultant Agreement

XVII CERTIFICATION OF THE CONSULTANT AND THE AGENCY

Attached hereto as Exhibit A-1, are the Certifications of the Consultant and the Agency.

XVIII COMPLETE AGREEMENT

This document and referenced attachments contains 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 an amendment to this AGREEMENT.

XIX 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 agreements contained in the proposal, and the supporting materials submitted by the CONSULTANT, and does hereby accept the AGREEMENT and agrees to all of the terms and conditions thereof.

- C. The CONSULTANT must submit any proposal for adjustment (hereafter referred to as proposal) under this clause within 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 proposal submitted before final payment of the AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the disputes clause. However nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and condition 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.

XV ENDORSEMENT OF PLANS

The CONSULTANT shall place his endorsement on all plans, estimates or any other engineering data furnished by him.

XVI TIB AND AGENCY REVIEW

The AGENCY and TIB shall have the right to participate in the review or examination of the work in progress.

In witness whereof the parties hereto have executed this AGREEMENT as of the day and year first above written.

By

By

Consultant

HLA Engineering and Land Surveying, Inc. (HLA)

City of

Cle Elum



EXHIBIT A-1 Certification of Consultant

Project No. P-E-930(P06)-1	City/County City of Cle Elum
-----------------------------------	-------------------------------------

I hereby certify that I am Michael T. Battle, PE a duly authorized representative of the firm of HLA Engineering and Land Surveying, Inc. (HLA) whose address is 2803 River Road, Yakima, WA 98902 and that neither I nor the above firm I here represent has:

- (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 contract.
- (b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of a firm or person in connection with carrying out the contract.
- (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 the contract; except as here expressly stated (if any):

I further certify that the firm I hereby represent is authorized to do business in the State of Washington and that the firm is in full compliance with requirements of the Board of Professional Registration.

I acknowledge that this certificate is to be available to the Transportation Improvement Board (TIB), in connection with this contract involving participation of TIB funds and is subject to applicable State and Federal laws, both criminal and civil.

5/9/2024
Date


Signature

Certification of Agency Official

I hereby certify that I am the AGENCY Official of the City of Cle Elum, Washington and that the above consulting firm or his/her representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract to:

- (a) Employ or retain, or agree to employ or 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 here expressly stated (if any).

I acknowledge that this certificate is to be available to the TIB, in connection with this contract involving participation of TIB funds and is subject to applicable State and Federal laws, both criminal and civil.

Date

Signature



EXHIBIT B-1 Scope of Work

Project No. **P-E-930(P06)-1**

Describe the Scope of Work

2.0 Construction Engineering and Administration Services

- 2.1 Following Agency award of the contract, prepare notice of award to the Contractor.
- 2.2 Assist in reviewing bond and insurance and prepare contracts.
- 2.3 Coordinate and facilitate preconstruction meeting.
- 2.4 Prepare and transmit Notice to Proceed to Contractor.
- 2.5 Furnish the field survey crew to set horizontal and vertical control for the project.
- 2.6 Provide submittal review for project materials as provided by the Contractor per the specifications.
- 2.7 Administer construction meetings anticipated once per week during the duration of improvements.
- 2.8 During all contract work, furnish a qualified resident engineer (Inspector) to be on site and provide surveillance of construction for compliance with plans and specifications. The total Contract Time for this project is of forty-five (45) working days based on standard 40-hour work weeks. If the Contractor is authorized by the Agency to work extra hours or extend Contract Time, then the Agency will provide a consultant contract supplement to compensate for additional work required by the consultant.
- 2.9 Prepare daily progress reports.
- 2.10 Prepare weekly statements of working days.
- 2.11 Consult and advise the Agency during construction and report of the completed work with Agency representatives.
- 2.12 Review acceptance sampling and testing for construction materials.
- 2.13 Perform measurement and computation of pay items.
- 2.14 Recommend progress payments for the Contractor to the Agency.
- 2.15 Prepare proposed contract change orders and/or force account computations as required.
- 2.16 Conduct final inspection with the Contractor, Agency, and HLA, and prepare punchlist of items to be addressed by the Contractor and provide to the Agency.
- 2.17 Prepare and furnish reproducible record drawings and field notes of completed work in accordance with project field records.
- 2.18 Prepare administrative documents to the appropriate agencies which have jurisdiction over funding, design, and construction of this project.
- 2.19 Monitor the Contractor's compliance with State labor standards.
- 2.20 Assist the Agency with TIB funding reimbursement requests, coordination, and closeout documentation.

Documents to be Furnished by the Consultant

Monthly Progress Pay Estimates
 Resident Engineer's Reports
 Survey Construction Staking Notes
 Construction Contractor Labor Documents
 Project Record Drawings



EXHIBIT D-1
Consultant Fee Determination Summary Sheet
(Lump Sum, Cost Plus Fixed Fee, Cost per Unit of Work)

Prepared by HLA Engineering and Land Surveying, Inc. (HLA)				Date 05/07/2024	
Project Second Street Pathway – Phase 1 N Stafford Avenue to N Pennsylvania Avenue					
Negotiated Rates					
Classification	Man Hours		Rate		Cost
Senior Principal Engineer	12	x	\$263.00	=	\$3,156.00
Construction Supervisor	40	x	\$194.00	=	\$7,760.00
Project Engineer I	24	x	\$174.00	=	\$4,176.00
Contract Administrator III	32	x	\$159.00	=	\$5,088.00
CAD Technician	12	x	\$153.00	=	\$1,836.00
Resident Engineer	253	x	\$143.00	=	\$36,179.00
Surveyor	60	x	\$141.00	=	\$8,460.00
Contract Administrator II	32	x	\$133.00	=	\$4,256.00
Engineering Technician I	16	x	\$102.00	=	\$1,632.00
TOTAL					\$72,543.00
REIMBURSABLES					
Travel					\$1,895.00
Printing/Plotting/Postage					\$332.00
SUBCONSULTANT COST					\$0.00
GRAND TOTAL					\$74,770.00



EXHIBIT F-1
Payment Upon Termination of Agreement
by the Agency Other than for Fault of the Consultant
(Refer to Agreement, Section IX)

Lump Sum Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made shall total the same percentage of the Lump Sum Amount as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Cost Plus Fixed Fee Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Specific Rates of Pay Contracts

A final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT plus and direct nonsalary costs incurred at the time of termination of this AGREEMENT.

Cost Per Unit of Work Contracts

A final payment shall be made to the CONSULTANT for actual units of work completed at the time of termination of this AGREEMENT.



Important Reps and Certs Update [Show Details](#)

Mar 1, 2024



See All Alerts

Entity Validation Processing [Show Details](#)

Apr 30, 2024



Home

Search

Data Bank

Data Services

Help

< Core Data



Entity Registration
Core Data
Business Information
Entity Types
Financial Information
Taxpayer Information
Points of Contact
Assertions
Reps and Certs (FAR/DFARS)
Reps and Certs (Financial Assistance)
Exclusions
Responsibility / Qualification
Entity Reporting

HLA ENGINEERING AND LAND SURVEYING INC

Active Registration

Unique Entity ID

CAGE/NCAGE

SDZDPKCU1NM8 36NF7

Expiration Date

Mar 25, 2025

Physical Address

2803 River RD

Yakima, Washington

98902-1166, United States

Mailing Address

2803 River Road

Yakima, Washington

98902-6389, United States

Purpose of Registration

All Awards

Version

Current Record

BUSINESS INFORMATION

Doing Business As

(blank)

Division Name

Hla Engineering And Land Surveying, Inc.

Congressional District

Washington 04

URL

www.hlacivil.com

Division Number

(blank)

State/Country of Incorporation

Washington, United States

Registration Dates

Activation Date

Mar 27, 2024

Submission Date

Mar 25, 2024

Initial Registration Date

Feb 21, 2005

Owner

Immediate

CAGE

(blank)

Legal Business Name

(blank)

Entity Dates

Entity Start Date

Fiscal Year End Close Date

Owner		Feb 1, 1984	Dec 31
Highest Level Owner	(blank) (blank)		

Executive Compensation

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

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

No

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

Not Selected

SAM SEARCH AUTHORIZATION

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

☒ Yes

ENTITY TYPES

Business Types

Entity Structure	Corporate Entity (Not Tax Exempt)
------------------	-----------------------------------

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business

Entity Type	Business or Organization
Profit Structure	For Profit Organization
Organization Factors	Subchapter S Corporation

information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

FINANCIAL INFORMATION

Payments

Accepts Credit Card Payments
No

Debt Subject To Offset [?]
No

ACCOUNT DETAILS

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

Electronic Funds Transfer

Account Type	Checking
Account Number	*****74
Routing Number	*****74
Lockbox	(blank)

Automated Clearing House

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

Remittance Address

HLA Engineering and Land Surveying Inc

5/1/24, 9:40 AM

SAM.gov

Number		2803 River Road
		Yakima, Washington 98902-6389
Financial Institution	KEY BANK	United States

TAXPAYER INFORMATION

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

Type of Tax

Applicable Federal Tax

Tax Year (Most Recent Tax Year)

2023

TIN Consent Date

Mar 25, 2024

POINTS OF CONTACT

Accounts Receivable POC

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

Email

kbackes@hlacivil.com

Phone

509 966-7000

Fax

5099653800

Address

(blank)

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

Email

ladams@hlacivil.com

Phone

509 966-7000

Fax

5099653800

Address

2803 River Road
Yakima, Washington
98902-6389
United States**Alternate Point of Contact****Kelly L Hedrick, HR Manager**

Email

khedrick@hlacivil.com

Phone

509 966-7000

Fax

5099653800

Address

2803 River Road
Yakima, Washington
98902
United States**Government Business****Primary Point of Contact**

Michael T Battle, President

Email

mbattle@hlacivil.com

Phone

509 966-7000

Fax

5099653800

Address

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

Email

ladams@hlacivil.com

Phone

509 966-7000

Fax

5099653800

Address

2803 River Road
Yakima, Washington
98902
United States

Feedback

Our Website[About This Site](#)[Our Community](#)[Release Notes](#)[System Alerts](#)**Policies**[Terms of Use](#)[Privacy Policy](#)[Disclaimers](#)[Freedom of Information Act](#)[Accessibility](#)**Our Partners**[Acquisition.gov](#)[USASpending.gov](#)[Grants.gov](#)[More Partners](#)**Customer Service**[Help](#)[Check Entity Status](#)[Federal Service Desk](#)[External Resources](#)[Contact](#)



 WARNING

This is a U.S. General Services Administration Federal Government computer system that is **"FOR OFFICIAL USE ONLY."** This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

This system contains Controlled Unclassified Information (CUI). All individuals viewing, reproducing or disposing of this information are required to protect it in accordance with 32 CFR Part 2002 and GSA Order CIO 2103.2 CUI Policy.

SAM.gov

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

Debarred Contractors List

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

Company Name: HLA Engineering and land Su

WA UBI Number:

License Number:

Principal:

RCW: All ▼

From: MM/DD/YYYY To: MM/DD/YYYY

Penalty Due:

All ▼

Wage Due:

All ▼

Download all debarment data 

Show 25 ▼ per page

Showing 0 records

FirstPreviousNextLast

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

There are no records that match your search criteria.

Show 25 ▼ per page

Showing 0 records

FirstPreviousNextLast



May 3, 2024

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

Attn: Mayor Matthew Lundh

Re: City of Cle Elum
Second Street and Rossetti Way Water Main Improvements
HLA Project No.: 22188C
Progress Estimate No.: 07

Dear Mayor Lundh:

Enclosed is Progress Estimate No. 07 for work performed by Ascent Foundation and More, LLC, through April 25, 2024, in connection with their contract on the above referenced project. The amount due the Contractor is \$265,168.67, per the contract documents. Submission of Certified Payrolls for Ascent Foundation and More, LLC and subcontractors are not required for review. We recommend this Progress Estimate be considered and approved by the City of Cle Elum.

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

Very truly yours,

 Digitally signed by
Benjamin A. Annen
Date: 2024.05.03
09:52:23-07'00'

Benjamin A. Annen, PE

BAA/jld

Enclosures

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

CONSTRUCTION PROGRESS ESTIMATE

Second Street and Rossetti Way Water Main Improvements

CITY OF CLE ELUM

119 WEST 1ST STREET

CLE ELUM, WA 98922

TO: Ascent Foundations and More, LLC

106 N. Peoh Avenue, Ste. C

Cle Elum, WA 98922

HLA PROJECT NO.: 22188C

PWB PROJECT NO.: PC23-96103-116

PROGRESS ESTIMATE NO.: 7

FROM: Mar. 26, 2024

TO: Apr. 25, 2024



BID ITEM NO.	SCH. OF WORK	DESCRIPTION	UNIT	CONTRACT TOTAL (Contract + COs)			TOTAL WORK TO DATE		PREVIOUS PAID		AMOUNT DUE NOW (Total - Previous)		PERCENT CONTRACT COMPLETE
				QTY	UNIT PRICE	COST	QTY	COST	QTY	COST	QTY	COST	
1	A	Minor Change	FA	1	\$ 100,000.00	\$ 100,000.00	1.49	\$ 149,029.84	1.24	\$ 124,123.79	0.25	\$ 24,906.05	149%
2	A	Mobilization	LS	1	\$ 82,500.00	\$ 82,500.00	1	\$ 82,500.00	1	\$ 82,500.00	0	\$ -	100%
3	A	Project Temporary Traffic Control	LS	1	\$ 34,060.19	\$ 34,060.19	0.97	\$ 33,060.19	0.85	\$ 28,941.34	0.12	\$ 4,118.85	97%
4	A	Clearing and Grubbing	LS	1	\$ 8,095.28	\$ 8,095.28	1.00	\$ 8,095.28	1.00	\$ 8,095.28	0	\$ -	100%
5	A	Crushed Surfacing Base Course	TON	1,680	\$ 30.09	\$ 50,551.20	1,418.24	\$ 42,674.84	1,251.82	\$ 37,667.26	166.42	\$ 5,007.58	84%
6	A	Crushed Surfacing Top Course	TON	770	\$ 33.21	\$ 25,571.70	318.43	\$ 10,575.06	275.23	\$ 9,140.39	43.20	\$ 1,434.67	41%
7	A	HMA Cl. 3/8-Inch PG 64H-28	TON	750	\$ 253.00	\$ 189,750.00	498.74	\$ 126,181.22	172.55	\$ 43,655.15	326.19	\$ 82,526.07	66%
8	A	Select Backfill, as Directed	CY	1,000	\$ 42.85	\$ 42,850.00	975.21	\$ 41,787.75	830.03	\$ 35,566.79	145.18	\$ 6,220.96	98%
9	A	Pipe for Water Main 12 In. Diam.	LF	7,660	\$ 123.22	\$ 943,865.20	8,019.30	\$ 988,138.15	7,264.20	\$ 895,094.72	755.10	\$ 93,043.42	105%
10	A	Pipe for Water Main 8 In. Diam.	LF	135	\$ 134.73	\$ 18,188.55	273.65	\$ 36,868.86	247.35	\$ 33,325.47	26.30	\$ 3,543.40	203%
11	A	Pipe for Water Main 6 In. Diam.	LF	420	\$ 67.68	\$ 28,425.60	303.65	\$ 20,551.03	245.85	\$ 16,639.13	57.80	\$ 3,911.90	72%
12	A	Pipe for Water Main 4 In. Diam.	LF	120	\$ 89.53	\$ 10,743.60	93	\$ 8,326.29	107	\$ 9,579.71	-14	\$ (1,253.42)	78%
13	A	Pipe for Water Main 3 In. Diam.	LF	20	\$ 162.52	\$ 3,250.40	0	\$ -	0	\$ -	0	\$ -	0%
14	A	Pipe for Water Main 2 In. Diam.	LF	15	\$ 97.29	\$ 1,459.35	0	\$ -	0	\$ -	0	\$ -	0%
15	A	Gate Valve 12 In.	EA	31	\$ 3,816.32	\$ 118,305.92	31	\$ 118,305.92	27	\$ 103,040.64	4	\$ 15,265.28	100%
16	A	Gate Valve 8 In.	EA	14	\$ 2,238.70	\$ 31,341.80	14	\$ 31,341.80	14	\$ 31,341.80	0	\$ -	100%
17	A	Gate Valve 4 In.	EA	1	\$ 1,410.72	\$ 1,410.72	0	\$ -	0	\$ -	0	\$ -	0%
18	A	Hydrant Assembly	EA	20	\$ 5,960.76	\$ 119,215.20	17	\$ 101,332.92	13	\$ 77,489.88	4	\$ 23,843.04	85%
19	A	Bollards	EA	12	\$ 518.53	\$ 6,222.36	0	\$ -	0	\$ -	0	\$ -	0%
20	A	Service Connection 3/4 In. Diam.	EA	128	\$ 1,372.71	\$ 175,706.88	129	\$ 177,079.59	88	\$ 120,798.48	41	\$ 56,281.11	101%
21	A	Service Connection 3/4 In. Diam. Including Meter Setter	EA	7	\$ 3,126.53	\$ 21,885.71	7	\$ 21,885.71	7	\$ 21,885.71	0	\$ -	100%
22	A	Service Connection 1 1/2 In. Diam.	EA	1	\$ 1,963.19	\$ 1,963.19	0	\$ -	0	\$ -	0	\$ -	0%
23	A	Service Connection 1 1/2 In. Diam. Including Meter Setter	EA	1	\$ 6,198.49	\$ 6,198.49	0	\$ -	0	\$ -	0	\$ -	0%
24	A	Service Connection 2 In. Diam.	EA	4	\$ 2,512.59	\$ 10,050.36	3	\$ 7,537.77	2	\$ 5,025.18	1	\$ 2,512.59	75%
25	A	Service Connection 3 In. Diam.	EA	1	\$ 1,303.27	\$ 1,303.27	1	\$ 1,303.27	1	\$ 1,303.27	0	\$ -	100%
26	A	Service Connection 4 In. Diam.	EA	1	\$ 1,916.44	\$ 1,916.44	1	\$ 1,916.44	0	\$ -	1	\$ 1,916.44	100%
27	A	Water Casing Pipe, In Place 18 In. Diam.	LF	20	\$ 218.58	\$ 4,371.60	20	\$ 4,371.60	20	\$ 4,371.60	0	\$ -	100%
28	A	Inlet Protection	EA	41	\$ 37.60	\$ 1,541.60	1	\$ 37.60	1	\$ 37.60	0	\$ -	2%
29	A	Silt Fence	LF	780	\$ 5.90	\$ 4,602.00	0	\$ -	0	\$ -	0	\$ -	0%
30	A	Landscape Restoration	FA	1	\$ 10,000.00	\$ 10,000.00	0.21	\$ 2,107.96	0.20	\$ 2,028.15	0.01	\$ 79.81	21%
31	A	Cement Conc. Traffic Curb and Gutter	LF	33	\$ 97.75	\$ 3,225.75	29	\$ 2,834.75	0	\$ -	29	\$ 2,834.75	88%
32	A	Removing and Resetting Beam Guardrail	LF	22	\$ 300.57	\$ 6,612.54	76.50	\$ 22,993.61	76.50	\$ 22,993.61	0	\$ -	348%
33	A	Cement Conc. Sidewalk 4-Inch Thick	SY	140	\$ 83.46	\$ 11,684.40	424.60	\$ 35,437.12	424.60	\$ 35,437.12	0	\$ -	303%
34	B	Minor Change	FA	1	\$ 35,000.00	\$ 35,000.00	0.88	\$ 30,649.56	0.88	\$ 30,649.56	0	\$ -	88%

CONSTRUCTION PROGRESS ESTIMATE

Second Street and Rossetti Way Water Main Improvements

CITY OF CLE ELUM

119 WEST 1ST STREET

CLE ELUM, WA 98922

TO: Ascent Foundations and More, LLC

106 N. Peoh Avenue, Ste. C

Cle Elum, WA 98922

HLA PROJECT NO.: 22188C

PWB PROJECT NO.: PC23-96103-116

PROGRESS ESTIMATE NO.: 7

FROM: Mar. 26, 2024

TO: Apr. 25, 2024



BID ITEM NO.	SCH. OF WORK	DESCRIPTION	UNIT	CONTRACT TOTAL (Contract + COs)			TOTAL WORK TO DATE		PREVIOUS PAID		AMOUNT DUE NOW (Total - Previous)		PERCENT CONTRACT COMPLETE
				QTY	UNIT PRICE	COST	QTY	COST	QTY	COST	QTY	COST	
35	B	Mobilization	LS	1	\$ 2,615.34	\$ 2,615.34	1	\$ 2,615.34	1	\$ 2,615.34	0	\$ -	100%
36	B	Project Temporary Traffic Control	LS	1	\$ 775.93	\$ 775.93	0.87	\$ 675.93	0.77	\$ 599.56	0.10	\$ 76.37	87%
37	B	Clearing and Grubbing	LS	1	\$ 4,082.74	\$ 4,082.74	1	\$ 4,082.74	1	\$ 4,082.74	0	\$ -	100%
38	B	Crushed Surfacing Base Course	TON	16	\$ 68.85	\$ 1,101.60	0	\$ -	0	\$ -	0	\$ -	0%
39	B	Crushed Surfacing Top Course	TON	70	\$ 38.07	\$ 2,664.90	0	\$ -	0	\$ -	0	\$ -	0%
40	B	HMA Cl. 3/8-Inch PG 64H-28	TON	8	\$ 243.80	\$ 1,950.40	0	\$ -	0	\$ -	0	\$ -	0%
41	B	Select Backfill, as Directed	CY	8	\$ 68.59	\$ 548.72	0	\$ -	0	\$ -	0	\$ -	0%
42	B	Pipe for Water Main 12 In. Diam.	LF	780	\$ 91.92	\$ 71,697.60	746.00	\$ 68,572.32	746.00	\$ 68,572.32	0	\$ -	96%
43	B	Pipe for Water Main 8 In. Diam.	LF	20	\$ 78.42	\$ 1,568.40	19	\$ 1,489.98	19	\$ 1,489.98	0	\$ -	95%
44	B	D.I. Pipe for Water Main 6 In. Diam.	LF	5	\$ 165.66	\$ 828.30	5	\$ 828.30	5	\$ 828.30	0	\$ -	100%
45	B	Gate Valve 12 In.	EA	4	\$ 7,692.61	\$ 30,770.44	5	\$ 38,463.05	5	\$ 38,463.05	0	\$ -	125%
46	B	Gate Valve 8 In.	EA	2	\$ 1,959.63	\$ 3,919.26	2	\$ 3,919.26	0	\$ -	2	\$ 3,919.26	100%
47	B	PRV Station Valves	LS	1	\$ 2,236.35	\$ 2,236.35	0	\$ -	0	\$ -	0	\$ -	0%
48	B	Hydrant Assembly	EA	1	\$ 6,324.44	\$ 6,324.44	1	\$ 6,324.44	1	\$ 6,324.44	0	\$ -	100%
49	B	Service Connection 3/4 In. Diam.	EA	1	\$ 1,102.52	\$ 1,102.52	0	\$ -	0	\$ -	0	\$ -	0%
50	B	Landscape Restoration	FA	1	\$ 1,000.00	\$ 1,000.00	0	\$ -	0	\$ -	0	\$ -	0%

CONSTRUCTION PROGRESS ESTIMATE

Second Street and Rossetti Way Water Main Improvements

CITY OF CLE ELUM

119 WEST 1ST STREET

CLE ELUM, WA 98922

TO: Ascent Foundations and More, LLC

106 N. Peoh Avenue, Ste. C

Cle Elum, WA 98922

HLA PROJECT NO.: 22188C

PWB PROJECT NO.: PC23-96103-116

PROGRESS ESTIMATE NO.: 7

FROM: Mar. 26, 2024

TO: Apr. 25, 2024



BID ITEM NO.	SCH. OF WORK	DESCRIPTION	UNIT	CONTRACT TOTAL (Contract + COs)			TOTAL WORK TO DATE		PREVIOUS PAID		AMOUNT DUE NOW (Total - Previous)		PERCENT CONTRACT COMPLETE
				QTY	UNIT PRICE	COST	QTY	COST	QTY	COST	QTY	COST	
		Schedule A Subtotal			\$	2,076,869.30	\$	2,076,274.55	\$	1,750,082.05	\$	326,192.50	100%
		8.1% Sales Tax - Schedule A			\$	168,226.41	\$	168,178.24	\$	141,756.65	\$	26,421.59	
		Project Total			\$	2,245,095.71	\$	2,244,452.79	\$	1,891,838.70	\$	352,614.09	
		Schedule A Materials on Hand					\$	13,015.59	\$	99,870.48	\$	(86,854.89)	
		Schedule B Subtotal			\$	168,186.94	\$	157,620.92	\$	153,625.29	\$	3,995.63	94%
		8.1% Sales Tax - Schedule B			\$	13,623.14	\$	12,767.29	\$	12,443.65	\$	323.65	
		SCHEDULE B - TOTAL			\$	181,810.08	\$	170,388.21	\$	166,068.94	\$	4,319.28	
		Schedule B Materials on Hand					\$	147.80	\$	5,057.61	\$	(4,909.81)	
		Project Total (Including Sales Tax)			\$	2,426,905.79	\$	2,428,004.39	\$	2,162,835.73	\$	265,168.67	100%
		Retainage Bond #100229850 0%					\$	-	\$	-	\$	-	
		Amount Due Progress Estimate No. 7					\$	2,428,004.39	\$	2,162,835.73	\$	265,168.67	

I hereby certify that the foregoing is a true and correct statement of the work performed under this contract.



Digitally signed by Benjamin A. Annen
Date: 2024.05.03 09:52:11-07'00'

Benjamin A. Annen, PE

CONSTRUCTION PROGRESS ESTIMATE - SCHEDULE OF VALUES**CITY OF CLE ELUM****119 WEST 1ST STREET****CLE ELUM, WA 98922****TO: Ascent Foundations and More, LLC****106 N. Peoh Avenue, Ste. C****Cle Elum, WA 98922****HLA PROJECT NO.: 22188C****PWB PROJECT NO.: PC23-96103-116**

<i>BID ITEM NO.</i>	<i>BID ITEM NAME</i>	<i>DESCRIPTION</i>	<i>QUANTITY</i>	<i>UNIT</i>	<i>UNIT PRICE</i>	<i>TOTAL PRICE</i>	<i>PERCENT OF ITEM COMPLETE</i>
2	Mobilization	50% payment at 5% work schedule completion	1	LS	\$ 41,250.00	\$ 41,250.00	100.00%
2	Mobilization	100% payment at 10% work schedule completion	1	LS	\$ 41,250.00	\$ 41,250.00	100.00%
3	Project Temporary Traffic Control	Traffic Control Set Up	1	LS	\$ 2,000.00	\$ 2,000.00	100.00%
3	Project Temporary Traffic Control	Daily Traffic Control	115	DAY	\$ 270.09	\$ 31,060.19	100.00%
3	Project Temporary Traffic Control	Traffic Control Take Down	1	LS	\$ 1,000.00	\$ 1,000.00	0.00%
4	Clearing and Grubbing	Second Street	1	LS	\$ 8,095.28	\$ 8,095.28	100.00%
35	Mobilization	50% payment at 5% work schedule completion	1	LS	\$ 1,307.67	\$ 1,307.67	100.00%
35	Mobilization	100% payment at 10% work schedule completion	1	LS	\$ 1,307.67	\$ 1,307.67	100.00%
36	Project Temporary Traffic Control	Traffic Control Set Up	1	LS	\$ 100.00	\$ 100.00	100.00%
36	Project Temporary Traffic Control	Daily Traffic Control	115	DAY	\$ 5.01	\$ 575.93	100.00%
36	Project Temporary Traffic Control	Traffic Control Take Down	1	LS	\$ 100.00	\$ 100.00	0.00%
37	Clearing and Grubbing	Rossetti Way	1	LS	\$ 2,041.37	\$ 2,041.37	100.00%
37	Clearing and Grubbing	Schober	1	LS	\$ 2,041.37	\$ 2,041.37	100.00%
47	PRV Station Valves	100% at completion	1	LS	\$ 2,236.35	\$ 2,236.35	0.00%

CONSTRUCTION PROGRESS ESTIMATE - MATERIALS ON HAND STATUS

City of Cle Elum

Second Street and Rossetti Way Water Main Improvements

TO: Ascent Foundations and More, LLC
106 N. Peoh Avenue, Ste. C
Cle Elum, WA 98922

HLA PROJECT NO.: 22188C
PWB PROJECT NO.: PC23-96103-116

FROM: March 26, 2024

TO: April 25, 2024



INVOICE DATE	SUPPLIER AND INVOICE NO.	PE PAID ON	BID ITEM NO.	SCHED.	ITEM DESCRIPTION	TOTAL INSTALLED %	PE 1		PE 1 LINE ITEM TOTAL	PE 2		PE 2 LINE ITEM TOTAL	PE 3		PE 3 LINE ITEM TOTAL	PE 4		PE 4 LINE ITEM TOTAL	PE 5		PE 5 LINE ITEM TOTAL	PE 6		PE 6 LINE ITEM TOTAL	PE 7		PE 7 LINE ITEM TOTAL	LINE ITEM TOTALS	
							PAY	DEDUCT		PAY	DEDUCT		PAY	DEDUCT		PAY	DEDUCT		PAY	DEDUCT		PAY	DEDUCT						
10/16/2023	ECF 349538	2	5	A	1 - 1/4" Rock 1189.46 TN	84%	\$ -	\$ -	\$ -	\$ 13,857.21	\$ (3,325.73)	\$ 10,531.48	\$ -	\$ (1,385.72)	\$ (1,385.72)	\$ -	\$ (831.43)	\$ (831.43)	\$ -	\$ (2,494.30)	\$ (2,494.30)	\$ -	\$ (2,217.15)	\$ (2,217.15)	\$ -	\$ (1,385.72)	\$ (1,385.72)	\$ 2,217.15	
11/14/2023	ECF 351317	2	5	A	1 - 1/4" Rock 630.93 TN	84%	\$ -	\$ -	\$ -	\$ 7,350.33	\$ (1,764.08)	\$ 5,586.25	\$ -	\$ (735.03)	\$ (735.03)	\$ -	\$ (441.02)	\$ (441.02)	\$ -	\$ (1,323.06)	\$ (1,323.06)	\$ -	\$ (1,176.05)	\$ (1,176.05)	\$ -	\$ (735.03)	\$ (735.03)	\$ 1,176.05	
10/19/2023	Consolidated 5011560637	1	9	A	___ Pipe for Water Main 12 in. Diam.	105%	\$ 62,637.38	\$ -	\$ 62,637.38	\$ -	\$ (9,395.61)	\$ (9,395.61)	\$ -	\$ (20,043.96)	\$ (20,043.96)	\$ -	\$ (7,516.49)	\$ (7,516.49)	\$ -	\$ (10,648.35)	\$ (10,648.35)	\$ -	\$ (11,274.73)	\$ (11,274.73)	\$ -	\$ (3,758.24)	\$ (3,758.24)	\$ -	
10/23/2023	Consolidated 5011560637	1	9	A	___ Pipe for Water Main 12 in. Diam.	105%	\$ 2,774.65	\$ -	\$ 2,774.65	\$ -	\$ (416.20)	\$ (416.20)	\$ -	\$ (887.89)	\$ (887.89)	\$ -	\$ (332.96)	\$ (332.96)	\$ -	\$ (471.69)	\$ (471.69)	\$ -	\$ (499.44)	\$ (499.44)	\$ -	\$ (166.48)	\$ (166.48)	\$ -	
10/23/2023	Consolidated 5011611890	1	9	A	___ Pipe for Water Main 12 in. Diam.	105%	\$ 1,478.14	\$ -	\$ 1,478.14	\$ -	\$ (221.72)	\$ (221.72)	\$ -	\$ (473.00)	\$ (473.00)	\$ -	\$ (177.38)	\$ (177.38)	\$ -	\$ (251.28)	\$ (251.28)	\$ -	\$ (266.07)	\$ (266.07)	\$ -	\$ (88.69)	\$ (88.69)	\$ -	
10/23/2023	Consolidated 5011560637	1	9	A	___ Pipe for Water Main 12 in. Diam.	Force Account	\$ -	\$ -	\$ -	\$ 374.50	\$ (374.50)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
10/24/2023	Consolidated 5011560637	1	9	A	___ Pipe for Water Main 12 in. Diam.	105%	\$ -	\$ -	\$ -	\$ 333,984.00	\$ (50,097.60)	\$ 283,886.40	\$ -	\$ (106,874.88)	\$ (106,874.88)	\$ -	\$ (40,078.08)	\$ (40,078.08)	\$ -	\$ (56,777.28)	\$ (56,777.28)	\$ -	\$ (60,117.12)	\$ (60,117.12)	\$ -	\$ (20,039.04)	\$ (20,039.04)	\$ -	
10/24/2023	Consolidated 5011624085	1	9	A	___ Pipe for Water Main 12 in. Diam.	105%	\$ -	\$ -	\$ -	\$ 8,133.37	\$ (1,220.01)	\$ 6,913.36	\$ -	\$ (2,602.68)	\$ (2,602.68)	\$ -	\$ (976.00)	\$ (976.00)	\$ -	\$ (1,382.67)	\$ (1,382.67)	\$ -	\$ (1,464.01)	\$ (1,464.01)	\$ -	\$ (488.00)	\$ (488.00)	\$ -	
10/30/2023	Consolidated 5011611890	1	9	A	___ Pipe for Water Main 12 in. Diam.	105%	\$ -	\$ -	\$ -	\$ 137.15	\$ (20.57)	\$ 116.58	\$ -	\$ (43.89)	\$ (43.89)	\$ -	\$ (16.46)	\$ (16.46)	\$ -	\$ (23.32)	\$ (23.32)	\$ -	\$ (24.69)	\$ (24.69)	\$ -	\$ (8.23)	\$ (8.23)	\$ -	
10/30/2023	Consolidated 5011560637	1	9	A	___ Pipe for Water Main 12 in. Diam.	105%	\$ -	\$ -	\$ -	\$ 38,040.13	\$ (5,706.02)	\$ 32,334.11	\$ -	\$ (12,172.84)	\$ (12,172.84)	\$ -	\$ (4,564.82)	\$ (4,564.82)	\$ -	\$ (6,466.82)	\$ (6,466.82)	\$ -	\$ (6,847.22)	\$ (6,847.22)	\$ -	\$ (2,282.41)	\$ (2,282.41)	\$ -	
11/1/2023	Consolidated 5011638330	1	9	A	___ Pipe for Water Main 12 in. Diam.	105%	\$ -	\$ -	\$ -	\$ 390.35	\$ (58.55)	\$ 331.80	\$ -	\$ (124.91)	\$ (124.91)	\$ -	\$ (46.84)	\$ (46.84)	\$ -	\$ (66.36)	\$ (66.36)	\$ -	\$ (70.26)	\$ (70.26)	\$ -	\$ (23.42)	\$ (23.42)	\$ -	
11/2/2023	Consolidated 5011611890	1	9	A	___ Pipe for Water Main 12 in. Diam.	105%	\$ -	\$ -	\$ -	\$ 1,371.48	\$ (205.72)	\$ 1,165.76	\$ -	\$ (438.87)	\$ (438.87)	\$ -	\$ (164.58)	\$ (164.58)	\$ -	\$ (233.15)	\$ (233.15)	\$ -	\$ (246.87)	\$ (246.87)	\$ -	\$ (82.29)	\$ (82.29)	\$ -	
11/7/2023	Consolidated 5011637751	1	9	A	___ Pipe for Water Main 12 in. Diam.	105% & FA	\$ -	\$ -	\$ -	\$ 3,516.74	\$ (2,285.88)	\$ 1,230.86	\$ -	\$ (1,125.36)	\$ (1,125.36)	\$ -	\$ (105.50)	\$ (105.50)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
11/10/2023	Consolidated 5011653250	1	9	A	___ Pipe for Water Main 12 in. Diam.	105%	\$ -	\$ -	\$ -	\$ 471.33	\$ (70.70)	\$ 400.63	\$ -	\$ (150.83)	\$ (150.83)	\$ -	\$ (56.56)	\$ (56.56)	\$ -	\$ (80.13)	\$ (80.13)	\$ -	\$ (84.84)	\$ (84.84)	\$ -	\$ (28.28)	\$ (28.28)	\$ -	
10/18/2023	ECF 349748	1	9	A	5/8" Rock 468.51 TN	105% & FA	\$ 5,504.99	\$ -	\$ 5,504.99	\$ -	\$ (966.75)	\$ (966.75)	\$ -	\$ (1,761.60)	\$ (1,761.60)	\$ -	\$ (660.60)	\$ (660.60)	\$ -	\$ (794.85)	\$ (794.85)	\$ -	\$ (1,131.90)	\$ (1,131.90)	\$ -	\$ (189.30)	\$ (189.30)	\$ -	
10/23/2023	ECF 349993	1	9	A	5/8" Rock 337.9 TN	105%	\$ 3,970.33	\$ -	\$ 3,970.33	\$ -	\$ (595.55)	\$ (595.55)	\$ -	\$ (1,270.50)	\$ (1,270.50)	\$ -	\$ (476.44)	\$ (476.44)	\$ -	\$ (674.96)	\$ (674.96)	\$ -	\$ (714.66)	\$ (714.66)	\$ -	\$ (238.22)	\$ (238.22)	\$ -	
10/24/2023	ECF 350084	1	9	A	5/8" Rock 40.43 TN	105%	\$ 475.05	\$ -	\$ 475.05	\$ -	\$ (71.26)	\$ (71.26)	\$ -	\$ (152.02)	\$ (152.02)	\$ -	\$ (57.01)	\$ (57.01)	\$ -	\$ (80.76)	\$ (80.76)	\$ -	\$ (85.51)	\$ (85.51)	\$ -	\$ (28.50)	\$ (28.50)	\$ -	
10/16/2023	ECF 349538	2	9	A	5/8" Rock 755.96 TN	105%	\$ -	\$ -	\$ -	\$ 8,882.53	\$ (1,332.38)	\$ 7,550.15	\$ -	\$ (2,842.41)	\$ (2,842.41)	\$ -	\$ (1,065.90)	\$ (1,065.90)	\$ -	\$ (1,510.03)	\$ (1,510.03)	\$ -	\$ (1,598.86)	\$ (1,598.86)	\$ -	\$ (532.95)	\$ (532.95)	\$ -	
10/25/2023	ECF 350206	2	9	A	5/8" Rock 784.28 TN	105%	\$ -	\$ -	\$ -	\$ 9,215.29	\$ (1,382.29)	\$ 7,833.00	\$ -	\$ (2,948.89)	\$ (2,948.89)	\$ -	\$ (1,105.83)	\$ (1,105.83)	\$ -	\$ (1,566.60)	\$ (1,566.60)	\$ -	\$ (1,658.75)	\$ (1,658.75)	\$ -	\$ (552.92)	\$ (552.92)	\$ -	
11/14/2023	ECF 351317	2	9	A	5/8" Rock 1715.78 TN	105%	\$ -	\$ -	\$ -	\$ 20,160.42	\$ (3,024.06)	\$ 17,136.35	\$ -	\$ (6,451.33)	\$ (6,451.33)	\$ -	\$ (2,419.25)	\$ (2,419.25)	\$ -	\$ (3,427.27)	\$ (3,427.27)	\$ -	\$ (3,628.87)	\$ (3,628.87)	\$ -	\$ (1,209.62)	\$ (1,209.62)	\$ -	
10/19/2023	Consolidated 5011560637	1	10	A	___ Pipe for Water Main 8 in. Diam.	203%	\$ 7,088.16	\$ -	\$ 7,088.16	\$ -	\$ (2,409.97)	\$ (2,409.97)	\$ -	\$ -	\$ -	\$ -	\$ (283.53)	\$ (283.53)	\$ -	\$ (4,394.66)	\$ (4,394.66)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
10/23/2023	Consolidated 5011560637	1	10	A	___ Pipe for Water Main 8 in. Diam.	203% & FA	\$ 2,864.12	\$ -	\$ 2,864.12	\$ -	\$ (1,792.12)	\$ (1,792.12)	\$ -	\$ -	\$ -	\$ -	\$ (114.56)	\$ (114.56)	\$ -	\$ (957.43)	\$ (957.43)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
10/23/2023	Consolidated 5011560637	1	10	A	___ Pipe for Water Main 8 in. Diam.	203%	\$ -	\$ -	\$ -	\$ 902.57	\$ (306.87)	\$ 595.70	\$ -	\$ (124.91)	\$ (124.91)	\$ -	\$ (36.10)	\$ (36.10)	\$ -	\$ (559.59)	\$ (559.59)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
10/19/2023	Consolidated 5011560637	1	11	A	___ Pipe for Water Main 6 in. Diam.	72%	\$ 1,476.41	\$ -	\$ 1,476.41	\$ -	\$ (59.06)	\$ (59.06)	\$ -	\$ (103.35)	\$ (103.35)	\$ -	\$ (250.99)	\$ (250.99)	\$ -	\$ (413.39)	\$ (413.39)	\$ -	\$ (44.29)	\$ (44.29)	\$ -	\$ (605.33)	\$ (605.33)	\$ -	
10/23/2023	Consolidated 5011560637	1	11	A	___ Pipe for Water Main 6 in. Diam.	72%	\$ 1,451.92	\$ -	\$ 1,451.92	\$ -	\$ (58.08)	\$ (58.08)	\$ -	\$ (101.63)	\$ (101.63)	\$ -	\$ (246.83)	\$ (246.83)	\$ -	\$ (406.54)	\$ (406.54)	\$ -	\$ (43.56)	\$ (43.56)	\$ -	\$ (595.29)	\$ (595.29)	\$ -	
10/23/2023	Consolidated 5011560637	1	11	A	___ Pipe for Water Main 6 in. Diam.	72%	\$ -	\$ -	\$ -	\$ 356.21	\$ (14.25)	\$ 341.96	\$ -	\$ (24.93)	\$ (24.93)	\$ -	\$ (60.56)	\$ (60.56)	\$ -	\$ (99.74)	\$ (99.74)	\$ -	\$ (10.69)	\$ (10.69)	\$ -	\$ (146.05)	\$ (146.05)	\$ -	
10/19/2023	Consolidated 5011560637	1	12	A	___ Pipe for Water Main 4 in. Diam.	78%	\$ 4,936.17	\$ -	\$ 4,936.17	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (987.23)	\$ (987.23)	\$ -	\$ (2,320.00)	\$ (2,320.00)	\$ -	\$ (1,085.96)	\$ (1,085.96)	\$ -	\$ (542.98)	\$ (542.98)	\$ -	
10/23/2023	Consolidated 5011560637	1	12	A	___ Pipe for Water Main 4 in. Diam.	78%	\$ -	\$ -	\$ -	\$ 785.15	\$ -	\$ 785.15	\$ -	\$ -	\$ -	\$ -	\$ (157.03)	\$ (157.03)	\$ -	\$ (369.02)	\$ (369.02)	\$ -	\$ (172.73)	\$ (172.73)	\$ -	\$ (86.37)	\$ (86.37)	\$ -	
10/19/2023	Consolidated 5011560637	1	14	A	___ Pipe for Water Main 2 in. Diam.	0%	\$ 1,037.02	\$ -	\$ 1,037.02	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (1,037.02)	\$ (1,037.02)	\$ -	
10/19/2023	Consolidated 5011560637	1	15	A	Gate Valve 12 in.	100%	\$ 30,857.17	\$ -	\$ 30,857.17	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (9,874.29)	\$ (9,874.29)	\$ -	\$ (2,160.00)	\$ (2,160.00)	\$ -	\$ (4,011.43)	\$ (4,011.43)	\$ -	\$ (11,725.72)	\$ (11,725.72)	\$ -	\$ (3,085.72)	\$ (3,085.72)	\$ -
10/23/2023	Consolidated 5011654085	1	15	A	Gate Valve 12 in.	100%	\$ 584.96	\$ -	\$ 584.96	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (187.19)	\$ (187.19)	\$ -	\$ (40.95)	\$ (40.95)	\$ -	\$ (76.04)	\$ (76.04)	\$ -	\$ (222.28)	\$ (222.28)	\$ -	\$ (58.50)	\$ (58.50)	\$ -
10/23/2023	Consolidated 5011560637	1	15	A	Gate Valve 12 in.	100%	\$ 60,651.56	\$ -	\$ 60,651.56	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (19,408.50)	\$ (19,408.50)	\$ -	\$ (4,245.61)	\$ (4,245.61)	\$ -	\$ (7,884.70)	\$ (7,884.70)	\$ -	\$ (23,047.59)	\$ (23,047.59)	\$ -	\$ (6,065.16)	\$ (6,065.16)	\$ -
10/19/2023	Consolidated 5011560637	1	16	A	Gate Valve 8 in.	100%	\$ 221.07	\$ -	\$ 221.07	\$ 12,754.51	\$ (908.29)	\$ 11,846.22	\$ -	\$ (6,487.79)	\$ (6,487.79)	\$ -	\$ (1,816.58)	\$ (1,816.58)	\$ -	\$ (1,038.05)	\$ (1,038.05)	\$ -	\$ (2,724.87)	\$ (2,724.87)	\$ -	\$ -	\$ -	\$ -	
10/23/2023	Consolidated 5011560637	1	16	A	Gate Valve 8 in.	100%	\$ 10,445.36	\$ -	\$ 10,445.36	\$ -	\$ (731.18)	\$ (731.18)	\$ -	\$ (5,222.68)	\$ (5,222.68)	\$ -	\$ (1,462.35)	\$ (1,462.35)	\$ -	\$ (835.63)	\$ (835.63)	\$ -	\$ (2,193.53)	\$ (2,193.53)	\$ -	\$ -	\$ -	\$ -	
10/23/2023	Consolidated 5011560637	1	17	A	Gate Valve 4 in.	0%	\$ 687.85	\$ -	\$ 687.85	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (687.85)	\$ (687.85)	\$ -	
10/19/2023	Consolidated 5011560637	1	18	A	Hydrant Assembly	85% & FA	\$ 86,860.12	\$ -	\$ 86,860.12	\$ -	\$ (4,356.43)	\$ (4,356.43)	\$ -	\$ (21,715.03)	\$ (21,715.03)	\$ -	\$ (4,343.01)	\$ (4,343.01)	\$ -	\$ (26,058.04)	\$ (26,058.04)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (17,372.02)	\$ (17,372.02)	\$ 13,015.60
10/19/2023	Consolidated 5011560637	1	19	A	Bollards	0%	\$ 3,107.41	\$ -	\$ 3,107.41	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (3,107.41)	\$ (3,107.41)	\$ -		

CONSTRUCTION PROGRESS ESTIMATE - MATERIALS ON HAND STATUS

City of Cle Elum

Second Street and Rossetti Way Water Main Improvements

TO: Ascent Foundations and More, LLC
106 N. Peoh Avenue, Ste. C
Cle Elum, WA 98922

H/LA PROJECT NO.: 22188C
PWB PROJECT NO.: PC23-96103-116

FROM: March 26, 2024

TO: April 25, 2024



INVOICE DATE	SUPPLIER AND INVOICE NO.	PE PAID ON	BID ITEM NO.	SCHED.	ITEM DESCRIPTION	TOTAL INSTALLED %	PE 1		PE 1 LINE ITEM TOTAL	PE 2		PE 2 LINE ITEM TOTAL	PE 3		PE 3 LINE ITEM TOTAL	PE 4		PE 4 LINE ITEM TOTAL	PE 5		PE 5 LINE ITEM TOTAL	PE 6		PE 6 LINE ITEM TOTAL	PE 7		PE 7 LINE ITEM TOTAL	LINE ITEM TOTALS	
							PAY	DEDUCT		PAY	DEDUCT		PAY	DEDUCT		PAY	DEDUCT		PAY	DEDUCT		PAY	DEDUCT		PAY	DEDUCT			
10/19/2023	Consolidated 5011560637	1	20	A	Service Connection 3/4 In. Diam.	101%	\$ 6,727.49	\$ -	\$ 6,727.49	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (1,816.42)	\$ (1,816.42)	\$ -	\$ (2,287.35)	\$ (2,287.35)	\$ -	\$ (538.20)	\$ (538.20)	\$ -	\$ (2,085.52)	\$ (2,085.52)	\$ -	
10/23/2023	Consolidated 5011560637	1	20	A	Service Connection 3/4 In. Diam.	101%	\$ 49,409.56	\$ -	\$ 49,409.56	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (13,340.58)	\$ (13,340.58)	\$ -	\$ (16,799.25)	\$ (16,799.25)	\$ -	\$ (3,952.76)	\$ (3,952.76)	\$ -	\$ (15,316.96)	\$ (15,316.96)	\$ -	
10/19/2023	Consolidated 5011560637	1	21	A	Service Connection 3/4 In. Diam. Including Meter Setter	100%	\$ 4,893.77	\$ -	\$ 4,893.77	\$ -	\$ -	\$ 9,787.54	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (14,681.31)	\$ (14,681.31)	\$ -	\$ -	\$ -	\$ -	
11/7/2023	Consolidated 5011560637	1	21	A	Service Connection 3/4 In. Diam. Including Meter Setter	100%	\$ -	\$ -	\$ -	\$ 504.80	\$ -	\$ 504.80	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (504.80)	\$ (504.80)	\$ -	\$ -	\$ -	\$ -
10/23/2023	Consolidated 5011560637	1	22	A	Service Connection 3 In. Diam.	0%	\$ 1,399.80	\$ -	\$ 1,399.80	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (1,399.80)	\$ (1,399.80)	\$ -	
10/19/2023	Consolidated 5011560637	1	24	A	Service Connection 2 In. Diam.	75%	\$ 4,367.75	\$ -	\$ 4,367.75	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (2,183.88)	\$ (2,183.88)	\$ -	\$ (2,183.88)	\$ (2,183.88)	\$ -	
10/23/2023	Consolidated 5011560637	1	24	A	Service Connection 2 In. Diam.	75%	\$ 152.83	\$ -	\$ 152.83	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (76.42)	\$ (76.42)	\$ -	\$ (76.42)	\$ (76.42)	\$ -	
11/7/2023	Consolidated 5011647003	1	24	A	Service Connection 2 In. Diam.	75%	\$ -	\$ -	\$ -	\$ 80.11	\$ -	\$ 80.11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (40.06)	\$ (40.06)	\$ -	\$ (40.06)	\$ (40.06)	\$ -	
10/19/2023	Consolidated 5011560637	1	25	A	Service Connection 3 In. Diam.	100%	\$ 241.44	\$ -	\$ 241.44	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (241.44)	\$ (241.44)	\$ -	\$ -	\$ -	\$ -	
10/23/2023	Consolidated 5011560637	1	25	A	Service Connection 3 In. Diam.	100%	\$ 2,383.44	\$ -	\$ 2,383.44	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (2,383.44)	\$ (2,383.44)	\$ -	\$ -	\$ -	\$ -	
10/19/2023	Consolidated 5011560637	1	26	A	Service Connection 4 In. Diam.	100%	\$ 477.51	\$ -	\$ 477.51	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (477.51)	\$ (477.51)	\$ -	\$ -	
10/23/2023	Consolidated 5011560637	1	26	A	Service Connection 4 In. Diam.	100%	\$ 714.96	\$ -	\$ 714.96	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (714.96)	\$ (714.96)	\$ -	
11/2/2023	Consolidated 5011560637	1	27	A	Water Casing Pipe, In Place 18 In. Diam.	100%	\$ -	\$ -	\$ -	\$ 1,350.39	\$ -	\$ 1,350.39	\$ -	\$ (1,350.39)	\$ (1,350.39)	\$ (1,350.39)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10/19/2023	Consolidated 5011560637	1	28	A	Inlet Protection	2%	\$ 1,022.46	\$ -	\$ 1,022.46	\$ -	\$ (20.45)	\$ (20.45)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (1,002.01)	\$ (1,002.01)	\$ -	
10/19/2023	Consolidated 5011560637	1	29	A	Silt Fence	0%	\$ 451.50	\$ -	\$ 451.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (451.50)	\$ (451.50)	\$ -	
10/19/2023	Consolidated 5011560637	1	42	B	___ Pipe for Water Main 12 In. Diam.	96% & FA	\$ 11,410.40	\$ (2,167.98)	\$ 9,242.42	\$ -	\$ (9,242.42)	\$ (9,242.42)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
10/19/2023	Consolidated 5011560637	1	43	B	___ Pipe for Water Main 8 In. Diam.	95%	\$ 360.24	\$ -	\$ 360.24	\$ -	\$ (342.23)	\$ (342.23)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (18.01)	\$ (18.01)	\$ -	
10/23/2023	Consolidated 5011560637	1	43	B	___ Pipe for Water Main 8 In. Diam.	95%	\$ 409.16	\$ -	\$ 409.16	\$ -	\$ (388.70)	\$ (388.70)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (20.46)	\$ (20.46)	\$ -	
10/19/2023	Consolidated 5011560637	1	45	B	Gate Valve 12 In.	125%	\$ 2,033.45	\$ -	\$ 2,033.45	\$ (1,525.09)	\$ (1,525.09)	\$ (1,525.09)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (508.36)	\$ (508.36)	\$ -	
10/23/2023	Consolidated 5011560637	1	45	B	Gate Valve 12 In.	125%	\$ 5,513.78	\$ -	\$ 5,513.78	\$ (4,135.34)	\$ (4,135.34)	\$ (4,135.34)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (1,378.45)	\$ (1,378.45)	\$ -	
10/19/2023	Consolidated 5011560637	1	46	B	Gate Valve 8 In.	100%	\$ 2,984.53	\$ -	\$ 2,984.53	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (2,984.53)	\$ (2,984.53)	\$ -	
10/19/2023	Consolidated 5011560637	1	47	B	PRV Station Valves	0%	\$ 27.31	\$ -	\$ 27.31	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 27.31	
10/19/2023	Consolidated 5011560637	1	48	B	Hydrant Assembly	100%	\$ 4,343.01	\$ -	\$ 4,343.01	\$ (4,343.01)	\$ (4,343.01)	\$ (4,343.01)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
10/19/2023	Consolidated 5011560637	1	49	B	Service Connection 3/4 In. Diam.	0%	\$ 120.49	\$ -	\$ 120.49	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 120.49	

Specification Section 1-09.8 - The Contracting Agency will not pay for material on hand when the invoice cost is less than \$2,000.00.

\$ 388,554.72	\$ (2,167.98)	\$ 386,386.74	\$ 441,411.03	\$ (108,078.84)	\$ 343,119.72	\$ -	\$ (224,841.65)	\$ (224,841.65)	\$ -	\$ (91,183.02)	\$ (91,183.02)	\$ -	\$ (152,966.39)	\$ (152,966.39)	\$ -	\$ (155,587.31)	\$ (155,587.31)	\$ -	\$ (91,764.69)	\$ (91,764.69)		
					Total Remaining MOH																	
		\$ 386,386.74			\$ 333,332.18		\$ (224,841.65)		\$	(91,183.02)		\$	(152,966.39)		\$	(155,587.31)		\$	(91,764.69)		\$	13,163.39

SCHEDULE A MOH TOTAL	\$ 361,352.35	SCHEDULE A MOH TOTAL	\$ 363,096.50	SCHEDULE A MOH TOTAL	\$ (224,841.65)	SCHEDULE A MOH TOTAL	\$ (91,183.02)	SCHEDULE A MOH TOTAL	\$ (152,966.39)	SCHEDULE A MOH TOTAL	\$ (155,587.31)	SCHEDULE A MOH TOTAL	\$ (86,854.89)
SCHEDULE B MOH TOTAL	\$ 25,034.39	SCHEDULE B MOH TOTAL	\$ (19,976.78)	SCHEDULE B MOH TOTAL	\$ -	SCHEDULE B MOH TOTAL	\$ -	SCHEDULE B MOH TOTAL	\$ -	SCHEDULE B MOH TOTAL	\$ -	SCHEDULE B MOH TOTAL	\$ (4,909.81)

CITY OF Cle Elum

PROJECT NAME: Second Street and Rossetti Way Water Main Improvements

HLA PROJECT NO.: 22188C

PRIME CONTRACTOR: Ascent Foundation and More, LLC

FORCE ACCOUNT SUMMARY

DATE	COST	ACCUM TOTAL	CONTRACTOR	DESCRIPTION
BID ITEM 1 - MINOR CHANGE				
11/10/23	\$5,482.64	\$5,482.64	Ascent	9+27 - 13+20 Remove existing settled asphalt from south edge of trench line to curb line, subgrade compaction, and placement and compaction of base rock. Payment for labor OT only, in lieu of equipment and materials, as agreed to by Contractor.
11/20/23	\$937.00	\$6,419.64	Ascent	85+70 Discovered unknown and non-located 4" PVC sewer lateral, dig under and preserve.
11/24/23	\$7,232.41	\$13,652.05	Ascent	Rental solar message boards for traffic control, per City of Cle Elum request.
11/28/23	\$459.24	\$14,111.29	Ascent	77+30 Ascent dug for the new 12" watermain and discovered a 4" PVC DR-18 water line. The City was not aware of this pipe. The Ascent crew dug under this pipe for the new main water line.
11/29/23	\$3,648.55	\$17,759.84	Ascent	75+25 Ascent potholed for gas and 48" storm pipe due to existing water main being located 4' off of locate mark. Ascent provided and installed two (2) 12" MJ 45 degree bends with bolt/gasket kits to move away from gas and existing water main.
11/29/23	\$1,431.42	\$19,191.26	Ascent	73+20 Ascent potholed for gas and 48" storm pipe due to existing water main being located 4' off of locate mark. They set up a traffic control closure from Columbia to Yakima Avenue.
11/30/23	\$1,016.19	\$20,207.45	Ascent	75+15 - 71+25 There was a gas conflict with the 12" water main. Ascent moved the 12" pipe into the roadway and loaded saw cut asphalt into Engels' dump truck.
11/30/23	\$537.60	\$20,745.05	Engels	75+15 - 71+25 Engels hauled 50.356 CY of asphalt that was saw cut while moving 12" pipe due to gas conflict.
11/30/23	\$1,344.00	\$22,089.05	R&R Cutting	75+15 - 71+25 R&R saw cut .5' thick asphalt due to water main shifting into the street from a gas line conflict.
12/1/23	\$9,580.95	\$31,670.00	Ascent	73+46 The City discovered a water break and contacted Ascent to make the repair. Ascent excavated and backfilled. The City provided Vector Truck Assistance.
12/1/23	\$873.60	\$32,543.60	Engels	73+46 Engels Trucking hauled off spoils from water main repair work which were saturated and not suitable for backfill.

DATE	COST	ACCUM TOTAL	CONTRACTOR	DESCRIPTION
12/5/23	\$877.89	\$33,421.49	Ascent	70+40 Ascent broke an unlocated 3/4" water service. The service was pulled out of the main. The City provided a repair band and Ascent repaired the connection.
12/7/23	\$483.44	\$33,904.93	Ascent	68+40 & 67+15 Ascent was looking for the service at 68+40. They found it 8' from the locate. Ascent was also looking for the 2" water service at 67+15 which resulted in a delay.
12/14/23	\$1,258.27	\$35,163.20	Ascent	86+00 Tie In Standby time. The City was working to get the water turned off to make the tie in at Short Ave and Second.
12/18/23	\$614.22	\$35,777.42	Ascent	59+10 Ascent broke and repaired a 3/4" steel water service that was not located.
12/19/23	\$1,959.21	\$37,736.63	Ascent	56+47 Ascent broke and repaired a 6" clay sewer that was 4' off of the locate point.
12/19/23	\$473.03	\$38,209.66	Ascent	56+65 Ascent dug under storm cast-in-place concrete structure that was larger than records indicated.
12/19/23	\$1,087.25	\$39,296.91	Ascent	56+77 Ascent broke and repaired a water service that was 2'-6" off of locate.
12/19/23	\$1,181.86	\$40,478.77	Ascent	61+30 Ascent supplied and placed CDF encasement for storm crossing over new water main.
12/20/23	\$848.15	\$41,326.92	Ascent	55+74 Ascent broke and repaired an unlocated 3/4" water service that was turned off and abandoned. They installed a 6" Romac stainless steel repair band.
12/20/23	\$5,551.74	\$46,878.66	Ascent	56+65 Ascent supplied and placed 20 CY of CDF encasement on new 12" water service due to going under storm and sewer pipes.
1/3/24	\$1,154.90	\$48,033.56	Ascent	51+45 Ascent broke and repaired an abandoned and unlocated water service. They pulled the corp stop out of AC water main. Ascent installed a Romac stainless steel repair band.
1/4/24	\$562.76	\$48,596.32	Ascent	50+60 Ascent repaired water service due to top breaking off of the existing 3/4" water service that was not located.
1/9/24	\$1,096.20	\$49,692.52	Ascent	73+90 LT Ascent was on standby waiting for a locate to install 2 services, discovered to serve homes north on Columbia Avenue. Snow removal for the service installations was performed.
1/10/24	\$153.22	\$49,845.74	Ascent	Ascent saw cut and removed concrete sidewalk panels at water meters.
1/29/24	\$294.00	\$50,139.74	Ascent	55+48 LT At the City's direction, Ascent dug and installed a new 3/4" coil meter setter provided by the City. A meter was not scheduled to go in this location.
1/31/24	\$6,879.77	\$57,019.51	Ascent	305 & 306 Teanaway Ascent ran two new water services to 305 & 306 Teanaway. These were connected at Second. These new services were not shown in plans.
1/31/24	\$840.00	\$57,859.51	Engels	305 & 306 Teanaway Engels Trucking hauled off extra spoils associated with two unknown services.
2/1/24	\$917.78	\$58,777.29	Ascent	45+05 Ascent broke and repaired a 4" PVC drain pipe at 407 Second. This is an unlocated basement drain that is plumbed into the storm pipe.

DATE	COST	ACCUM TOTAL	CONTRACTOR	DESCRIPTION
2/5/24	\$2,669.32	\$61,446.61	Ascent	43+98 Ascent broke an old existing 3/4" water service out of 10" A.C. water main. They installed a 10" repair coupling on the A.C. pipe. The service corp. was not located.
2/8/24	\$1,188.73	\$62,635.34	Ascent	39+00 Ascent discovered a 12" clay drain pipe crossing the new water main. Ascent had to break the pipe to get past it and then repaired it.
2/8/24	\$1,420.42	\$64,055.76	Ascent	52+74 Ascent relocated the hydrant from against the fence to the front of the sidewalk, per the City's request.
2/12/24	\$559.32	\$64,615.08	Ascent	54+63 RT Ascent broke and repaired a 12" clay drain pipe that crossed the south leg tie-in. This pipe was not shown in the plans and was not located. The City provided repair Ferncos and PVC pipe for the repair.
2/13/24	\$1,412.37	\$66,027.45	Ascent	54+63 RT. Montgomery & Second St. tie-in. Ascent provided and placed CDF to encase the new 12" water main and to support the 30" and 12" drain lines where water crossed under them.
2/14/24	\$978.69	\$67,006.14	Ascent	37+95 While trenching for the new 12" water main, Ascent broke a 3/4" water service corp. valve out of the existing 10" A.C. water main. They repaired the 10" AC with a Romac stainless steel repair band. The service corp. was not located.
2/15/24	\$1,287.68	\$68,293.82	Ascent	Harris to Pennsylvania Ascent worked with the City vector truck to locate services. When no service was found in utility locate marking zone, the Contractor was paid force account for their efforts.
2/19/24	\$1,631.14	\$69,924.96	Ascent	34+45 During excavation, Ascent hit an unlocated, abandoned 3/4" water service and pulled it from the existing AC water main. A 12" Romac SS repair band was installed to temporarily preserve the water main until the new main is active.
2/20/24	\$2,346.43	\$72,271.39	Ascent	38+90 - 39+30 Ascent exposed the new 12" water main. They provided and placed 9 CY of CDF concrete encasement due to water main below 12" clay storm and 4" clay drain.
2/21/24	\$1,184.82	\$73,456.21	Ascent	Harris to Pennsylvania Ave Ascent worked with the City vector truck to locate services. The City was not able to locate the abandoned services that are still tapped into the existing A.C. water main. Ascent repaired the damaged 12" A.C. water main when the corp. valve pulled out of the A.C. main while cutting it off.
2/26/24	\$961.00	\$74,417.21	Ascent	32+70 Ascent dug under a 12" clay drain that was not located or shown on the plans. They supported in place to dig under it.
2/28/24	\$1,117.52	\$75,534.73	Ascent	31+13 Ascent pulled out an unlocated abandoned 3/4" Service from the 2" AC Main. They placed a 12" Romac SS repair band on the main pipe. The City provided the repair band. The service was discovered as abandoned but the corp at the main was still on, resulting in the break.
2/29/24	\$1,899.58	\$77,434.31	Ascent	35+10 Ascent discovered, broke, and repaired an existing 6" PVC storm pipe that was not shown or located correctly. Ascent used a Kubota mini backhoe to assist in pothole work, looking for services, gas main, and AC pipe alignment.
3/4/24	\$1,725.88	\$79,160.19	Ascent	28+85 Ascent provided and placed CDF around the new 12" water main due to going under a 6" sewer service out of the fire station that was not located.
3/4/24	\$720.75	\$79,880.94	Ascent	27+55 Ascent dug under a 5/8" gas service crossing that was not shown on plans or located in the field.
3/5/24	\$2,516.41	\$82,397.34	Ascent	24+75 (Oakes Intersection) Ascent encountered and struck an unlocated 12" CMP drain pipe that was flowing stormwater. They dewatered the excavation.

DATE	COST	ACCUM TOTAL	CONTRACTOR	DESCRIPTION
3/5/24	\$383.04	\$82,780.38	Engels	24+75 (Oakes Intersection) Engels Trucking hauled off saturated spoils from the CMP pipe break.
3/5/24	\$885.36	\$83,665.74	Ascent	30+00 (Pennsylvania), 14+90 (Stafford) Ascent worked with the City to pothole for tie in locations. They identified the condition of existing valves and verified tie in pipe's outside diameter, per the City's request.
3/6/24	\$4,626.27	\$88,292.01	Ascent	24+90 Ascent broke and repaired a 6" water main stub that was not shown or located. They dewatered excavation to repair it.
3/6/24	\$957.60	\$89,249.60	Engels	24+90 Engels Trucking hauled off saturated spoils.
3/7/24	\$1,838.67	\$91,088.27	Ascent	25+50 Ascent removed a temporary 12" PVC pipe and replaced it with a 12" CMP to complete a permanent repair at the stormwater pipe that was encountered.
3/11/24	\$1,185.36	\$92,273.63	Ascent	1+00 - 5+00, 32+06 Though previously tested, Ascent retested waterline flush prior to tie ins, at the City's direction. They also assembled a 12"x12"x12" tee and valve assembly to replace one already installed at STA 30+10. Ascent assembled it above ground at STA 32+06 the day before install.
3/12/24	\$8,883.30	\$101,156.94	Ascent	30+10 Ascent cut out a new 12" X 8" tee and provided and installed a 12" FLG Tee with 1 new 12" gate valve to connect to the 12" AC mainline on Pennsylvania Avenue, per the City's request. All City records indicated this AC main was 8" diameter prior to discovery of 12" diameter. They reinstalled the fitting and backfilled.
3/12/24	\$440.93	\$101,597.87	Ascent	Oakes Avenue Ascent fully potholed the 6" water main that was discovered in the middle of Oakes Ave., that was previously hit and unmarked, to determine if it was a cross or a tee. This provided the City with the information required to decide whether to connect to the new water main or not. It was determined this was a tee with an abandoned stub, and did not need to be connected to the new water main.
3/13/24	\$765.94	\$102,363.81	Ascent	09+28-13+35 Ascent sawcut and removed asphalt in the roadway. They exposed the blowoff and refushed water mainline. This line was previously flushed and tested. The blowoff was paved over and the City wanted the line flushed and the BacT tested a second time.
3/14/24	\$2,750.56	\$105,114.37	Ascent	Second St. and Harris Avenue, 35+05 The City was unable to shut off water completely due to inoperable existing valves. Ascent set up a submersible pump to pump water out of the trench. They utilized multiple different methods to cap the existing watermain that will not shut off. They raised the existing storm drain manhole top, per HLA direction. At the City's direction, they completed a waterline flush at Oakes due to calls to the City regarding dirty water.
3/18/24	\$2,754.30	\$107,868.67	Ascent	06+20 Ascent completed a 6" water mainline tie in including excavation, exposing, and installing a 6" pipe, fittings, thrust blocks, and backfill. This 6" water main was not located or shown on the plans, and wasn't in City records.
3/18/24	\$1,071.04	\$108,939.71	Ascent	07+46 Ascent excavated down to the existing 8" water main and new 8" gate valves to complete connections to new 12" water main. Ascent previously exposed this line for tie ins and was directed to backfill the trench by the City, until the new 12" water main was in service.
3/18/24	\$7,035.35	\$115,975.06	Ascent	01+14, 00+93 Ascent hit an existing unknown steel line in the trench at Sta. 01+14. Ascent investigated the line and worked around it. They discovered the steel line is capped and the water is from a stormwater ditch nearby. They removed the concrete thrust block at Sta. 00+93 in order to access the water connection.

DATE	COST	ACCUM TOTAL	CONTRACTOR	DESCRIPTION
3/19/24	\$3,138.26	\$119,113.32	Ascent	05+65 Ascent excavated and exposed the new 12" C900 water main and a 2" service on the north side of 1st Street. They tied the 2" service into the new 12" mainline and installed a grout plug in the abandoned drain line to prevent washout of material.
3/19/24	\$1,782.69	\$120,896.01	Ascent	09+00 Ascent excavated and exposed an unknown side service supply to a resident at Sta. 09+00. They installed a 3/4" line running parallel to Second Street on the south side.
3/19/24	\$1,813.83	\$122,709.84	Ascent	01+14 Ascent removed existing valves and provided two (2) 12" gate valves to the City based on the new plan sheet dated 07/28/23, as a result of encountering existing pipe alignments that differed from the City records. They had two hours of standby time while City worked to turn on and flush the watermain to prepare for leak tests on the fittings. Ascent was not able to backfill during this time.
3/20/24	\$4,662.69	\$127,372.53	Ascent	24+60 Ascent excavated under the existing water mainline to install two (2) 45 degree fittings to reestablish the new water mainline back to the plan location. They poured two (2) thrust blocks at the 45 degree fittings.
3/20/24	\$630.88	\$128,003.40	Ascent	24+20, 24+05 Ascent exposed 3/4" existing water services at two locations. Once exposed, the water started leaking due to rust on the galvanized lines. Ascent dug to the corp stop, turned the water off for repairs, and then turned the water back on.
3/25/24	\$1,798.49	\$129,801.89	Ascent	20+90 Ascent removed an unknown storm drain catch basin. They installed a new catch basin and 6" sewer pipe, supplied by the City. Ascent will grout the new catch basin pipe and top. They dewatered the trench due to the City's leaking water service and will expose the water service for City to repair.
3/26/24	\$2,322.65	\$132,124.54	Ascent	19+20 Ascent dewatered and exposed a corp on existing side service lines that were leaking. They over-excavated saturated soil and applied two loader buckets full of drain rock. They utilized a loader to import backfill from Ascent's pit.
3/26/24	\$537.60	\$132,662.14	Engels	18+00 - 17+00 Engels trucking hauled suitable import native soil, as an alternative to Select Backfill, to the trench due to unsuitable material.
3/27/24	\$954.66	\$133,616.80	Ascent	17+70 Ascent excavated down to an existing side service due to a water leak. They exposed a section of 3/4" service, cut out a section, and replaced with two compression fittings and a section of 3/4" PEX pipe.
3/28/24	\$3,369.24	\$136,986.04	Ascent	24+90 Ascent placed cold mix along the trench section of WSDOT's Right of Way. If the 12" C900 mainline was at contract location this would not be needed. Due to existing utilities moving the mainline over, Ascent had to place cold mix in the ROW. 60'x2.5'X.175'.
3/28/24	\$403.20	\$137,389.24	Engels	Engels hauled a load of cold mix from the Lakeside pit to the City. 1.8 Tons were used by Ascent and the City utilized the rest of the load.
4/8/24	\$1,813.26	\$139,202.50	Ascent	15+85 - 17+25 Ascent over-excavated unsuitable material and replaced with 1' deep washed rock to make the ground stable to place CSTC for pipe bedding.
4/8/24	\$268.80	\$139,471.30	Engels	Engels hauled in three loads of washed rock to replace unsuitable material.
4/8/24	\$787.37	\$140,258.67	Ascent	17+17 Water service line to 316 W. Second St. Ascent dug to the existing mainline and repaired an existing leaking side service waterline.

DATE	COST	ACCUM TOTAL	CONTRACTOR	DESCRIPTION
4/9/24	\$1,375.05	\$141,633.73	Ascent	16+50 Water service to 318 W. Second St. Ascent exposed an existing side service that is leaking at the existing main and repaired it with two (2) ranger compression fittings and ¾" Pex. They dewatered the trench due to the leak.
4/10/24	\$2,006.38	\$143,640.11	Ascent	14+72, Stafford Intersection Ascent exposed two (2) separate steel pipes connected to unknown utilities. They removed concrete and steel lines from the trench and hauled materials away.
4/16/24	\$4,141.22	\$147,781.33	Ascent	09+28 Ascent removed asphalt from the roadway, excavated down for 8" and 12" C900 mainline install tie ins, and backfilled. Ascent previously had attempted to tie in this section in the fall, but the City requested to backfill and tie in at end of project.
4/17/24	\$550.31	\$148,331.64	Ascent	20+80 Fire Hydrant Location Ascent dewatered and isolated the new water main and old water main to determine the source of water leaking into the trench. The source was not located.
4/19/24	\$698.19	\$149,029.84	Ascent	20+68 During vactor operations to expose water services, the City hit an existing corp stop, resulting in a leak. Ascent removed the corp stop and installed a City-supplied 12" repair band and dewatered the trench.
BID ITEM 30 - LANDSCAPE RESTORATION				
11/20/23	\$274.30	\$274.30	Ascent	85+00, 85+50 Discovered abandoned 1" PVC irrigation pipe, exposed ends, cut out and capped
3/21/24	\$1,753.85	\$2,028.15	Ascent	86+40 to 55+00 Ascent placed top soil behind the sidewalk, made repairs, raked, and cleaned up lawns at nearby residences.
4/8/24	\$79.81	\$2,107.96	Ascent	417 W. 1st Street Ascent purchased two (2) bags of grass seed and two (2) bags of bark to repair homeowner's yard that was damaged from the water main break.
BID ITEM 34 - MINOR CHANGE				
10/26/23	\$912.07	\$912.07	Ascent	Existing connection at STA #1+00 Existing valve assembly and fittings did not have thrust blocks and were leaking, installed thrust blocking to restore water system.
10/30/23	\$2,101.94	\$3,014.02	Ascent	Utility easement north of First Street; east of Schober Way Discovered unknown and non-located communication fiber optic cables, crew had to carefully dig by hand around cables.
10/31/23	\$11,097.07	\$14,111.09	Ascent	Utility easment north of First St., east of Scober Way Existing 12" water main was not located correctly and Contractor damaged it, causing a major water main break. Crew removed the damaged water main, dewatered, and installed a repair section and fittings.
11/1/23	\$838.44	\$14,949.53	Ascent	Existing Valve at STA 7+43 A large thrust block was discovered along the existing water main. It was sawcut and partially removed to accommodate the new water main.
11/7/23	\$1,557.42	\$16,506.94	Ascent	Casing spacers on the new C900 pipe were too large to fit in the existing casing. This payment is for the cost difference between C900 PVC pipe and DI Pipe with restrained gaskets.
11/15/23	\$1,174.50	\$17,681.44	Ascent	9+47 Contractor intended to begin water system shut down for new connection at 8am, but was unable to begin work until 10am when Public Works could find all valves and shut system down.

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

CITY OF CLE ELUM
Building Official

AGENDA STAFF REPORT

AGENDA DATE: May 2, 2024

ACTION REQUESTED: Recommend the Mayor sign Ordinance # 1670 updating the Cle Elum Municipal Building Code.

BACKGROUND: On May 2nd the Public Works / Community Development committee met to discuss the revisions to the Cle Elum Municipal Building Code. There was discussion on process the state building code council took to adopt the new 2021 building codes and how the state required cities and counties to enforce these codes. After the discussion, the committee voted unanimously to recommend to council the changes as outlined in ordinance #1670.

RECOMMENDATION: Recommend the Mayor sign Ordinance # 1670 updating the Cle Elum Municipal Building Code.

ATTACHMENTS: Ordinance #: 1670
Red Line Version of CEMC 15.04.030 (Building Code)

LEAD STAFF: Robert Omans

15.04.030 Adoption of Codes by Reference and Amendments to Referenced Codes

The City of Cle Elum hereby adopts the following codes, as amended by the Washington State Building Code Council pursuant to RCW 19.27 and 70.92 as amended by this chapter for the purpose of establishing rules and regulations for the construction, alteration, removal, demolition, equipment, use and occupancy, location and maintenance of buildings and structures.

- A. **The ~~2018-2021~~ International Building Code (IBC)** published by the International Code Council, Inc. as adopted and amended by the Washington State Building Code Council in Chapter 51-50 WAC, includes adoption of and amendments to the ~~2018-2021~~ International Existing Building Code, 2021 International Swimming Pool and Spa Code, and the 2017 ICC/ANSI A117.1-~~2009~~ and may subsequently be amended by this chapter, is hereby adopted with the following appendices and amendments:

Appendices:

Appendix E: Supplementary Accessibility Requirements

~~Appendix I: Patio Covers~~

Amendments:

Amend Section 105.2 Work Exempt from Permit. Building: 1) by ~~substituting “200” for “120” in the square feet of floor area exempt from building permits and adding the following, “all required building; zoning and critical area requirements are met. 6) by adding the words “platforms” and “decks” to modify permit exemptions.~~

- B. **The ~~2018-2021~~ International Residential Code (IRC)** published by the International Code Council, Inc. as adopted and amended by the Washington State Building Code Council in Chapter 51-51 WAC, and as may subsequently be amended by this chapter, is hereby adopted with the following appendices and amendments:

Appendices:

~~Appendix C: Exit Terminals of Mechanical Draft and Direct Vent Venting Systems~~

~~Appendix H: Patio Covers~~

Appendix AQ: Tiny Homes

Amendments

Amend Section 105.2 Work Exempt from Permit. Building: 1) By adding the following, “is not used as a habitable space and does not contain plumbing or mechanical systems, ~~is not closer than 6 feet to any other structure~~ and all required building, zoning and critical area requirements are met”.

C. **The ~~2018-2021~~ International Mechanical Code (IMC)** published by the International Code Council, Inc. as adopted and amended by the Washington State Building Code Council in Chapter 51-52 WAC. Includes adoption of and amendments to the ~~2018-2021~~ International Fuel Gas Code, the ~~2018-2021~~ National Fuel Gas Code (NFPA 54) as it applies to LP Gas installations and the ~~2017-2020~~ Liquefied Petroleum Gas Code (NFPA 58), and as may subsequently be amended by this chapter, is hereby adopted.

D. **The ~~2018-2021~~ International Fire Code (IFC)** published by the International Code Council, Inc. as adopted and amended by the Washington State Building Code Council in Chapter 51-54A WAC, and as may subsequently be amended by this chapter, is hereby adopted with the following Appendices:

Appendices

Appendix B: Fire Flow for Buildings

Appendix C: Fire Hydrant Locations and Distribution

Appendix D: Fire Apparatus Access Roads

E. **The ~~2018-2021~~ Uniform Plumbing Code (UPC)** ~~except as provided in RCW 19.27.170, the Uniform Plumbing Code and Uniform Plumbing Code Standards,~~ published by the International Association of Plumbing and Mechanical Officials: ~~PROVIDED, that any provisions of such code affecting sewers or fuel gas piping are not adopted. The UPC,~~ as adopted and amended by the Washington State Building Code Council in Chapters 51-56 ~~and 51-57~~ WAC, and as may subsequently be amended by this chapter, is hereby adopted with the following Appendices:-

Appendices

Appendix A: Recommended Rules for Sizing the Water Supply System

Appendix B: Explanatory Notes on Combination Waste and Vent Systems

Appendix I: Installation Standards

Appendix M: Peak Water Demand Calculator

- Where a conflict exists between the provisions a Appendix I and the manufacturer's installation instructions, the conditions of the listing and the manufacturer's installation instructions shall apply

In case of conflict among the codes enumerated in subsections (A), (B), (C), (D) and (E) of this section, the first named code shall govern over those following.

F. **The ~~2018~~ 2021 Washington State Energy Code** as adopted by the Washington State Building Code Council in Chapter 51-11 WAC is hereby adopted.

~~G. The 2018 International Swimming Pool and Spa Code published by the International Code Council, Inc. as adopted by the Washington State Building Code Council and as may subsequently be amended by the chapter, is hereby adopted.~~

CITY OF CLE ELUM WASHINGTON

ORDINANCE NO. 1670

AN ORDINANCE OF THE CITY OF CLE ELUM, WASHINGTON, AMENDING SECTION 15.04.030 OF THE CLE ELUM MUNICIPAL CODE (“CEMC”) RELATED TO THE BUILDING CODE; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the health and safety of the citizens of Cle Elum is of great concern to the Mayor and City Councilmembers; and

WHEREAS, in March of 2024, the Washington State Building Code Council completed adoption of the 2021 International Building Code, International Residential Code, International Mechanical Code, International Fire Code, Uniform Plumbing Code, and Washington State Energy Code, all with Washington State Amendments and requires all Cities and Counties to have in effect these codes; and

WHEREAS, the aforementioned building codes with State amendments are mandated by the State to become effective March 15, 2024; and

WHEREAS, it is in the best interest of the City and community to adopt such codes.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CLE ELUM, WASHINGTON, DO ORDAIN AS FOLLOWS WHICH IS TO BECOME EFFECTIVE IMMEDIATELY:

Section 1. CEMC 15.04.030 (“Adoption of Codes by Reference and Amendments to Referenced Codes”), Amended. Cle Elum Municipal Code Section 15.04.030 is hereby amended to read as follows:

15.04.030 Adoption of Codes by Reference and Amendments to Referenced Codes

The City of Cle Elum hereby adopts the following codes, as amended by the Washington State Building Code Council pursuant to RCW 19.27 and 70.92 as amended by this chapter for the purpose of establishing rules and regulations for the construction, alteration, removal, demolition, equipment, use and occupancy, location and maintenance of buildings and structures.

- A. **The 2021 International Building Code (IBC)** published by the International Code Council, Inc. as adopted and amended by the Washington State Building Code

Council in Chapter 51-50 WAC, includes adoption of and amendments to the 2021 International Existing Building Code, 2021 International Swimming Pool and Spa Code, and the 2017 ICC/ANSI A117.1-and may subsequently be amended by this chapter, is hereby adopted with the following appendices and amendments:

Appendices:

Appendix E: Supplementary Accessibility Requirements

Amendments:

Amend Section 105.2 Work Exempt from Permit. Building: 1) by adding the following, “all required building; zoning and critical area requirements are met.

- B. **The 2021 International Residential Code (IRC)** published by the International Code Council, Inc. as adopted and amended by the Washington State Building Code Council in Chapter 51-51 WAC, and as may subsequently be amended by this chapter, is hereby adopted with the following appendices and amendments:

Appendices:

Appendix AQ: Tiny Homes

Amendments:

Amend Section 105.2 Work Exempt from Permit. Building: 1) By adding the following, “is not used as a habitable space and does not contain plumbing or mechanical systems, and all required building, zoning and critical area requirements are met”.

- C. **The 2021 International Mechanical Code (IMC)** published by the International Code Council, Inc. as adopted and amended by the Washington State Building Code Council in Chapter 51-52 WAC. Includes adoption of and amendments to the 2021 International Fuel Gas Code, the 2021 National Fuel Gas Code (NFPA 54) as it applies to LP Gas installations and the 2020 Liquefied Petroleum Gas Code (NFPA 58), and as may subsequently be amended by this chapter, is hereby adopted.

- D. **The 2021 International Fire Code (IFC)** published by the International Code Council, Inc. as adopted and amended by the Washington State Building Code Council in Chapter 51-54A WAC, and as may subsequently be amended by this chapter, is hereby adopted with the following Appendices:

Appendices

Appendix B: Fire Flow for Buildings

Appendix C: Fire Hydrant Locations and Distribution

Appendix D: Fire Apparatus Access Roads

E. **The 2021 Uniform Plumbing Code (UPC)** published by the International Association of Plumbing and Mechanical Officials as adopted and amended by the Washington State Building Code Council in Chapters 51-56 WAC, and as may subsequently be amended by this chapter, is hereby adopted with the following Appendices:

Appendices

Appendix A: Recommended Rules for Sizing the Water Supply System

Appendix B: Explanatory Notes on Combination Waste and Vent Systems

Appendix I: Installation Standards

Appendix M: Peak Water Demand Calculator

- Where a conflict exists between the provisions a Appendix I and the manufacturer's installation instructions, the conditions of the listing and the manufacturer's installation instructions shall apply

In case of conflict among the codes enumerated in subsections (A), (B), (C), (D) and (E) of this section, the first named code shall govern over those following.

F. **The 2021 Washington State Energy Code** as adopted by the Washington State Building Code Council in Chapter 51-11 WAC is hereby adopted.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE
14TH DAY OF MAY 2024.

CITY OF CLE ELUM

Matthew Lundh, Mayor

ATTEST/AUTHENTICATED:

Debbie Lee, City Clerk

Approved as to form:

Alexandra L. Kenyon, City Attorney

Filed with the City Clerk:
Passed by the City Council:
Date of Publication:
Effective Date:



2024 Lodging Tax Fund Application

Name of Applicant: City of Cle Elum Public Works

Name of Event: Signs

Date Received: _____

Received By: _____

**City of Cle Elum
119 West First Street
Cle Elum, WA 98922
509-674-2262**

Lodging Tax Funds – General Information

The City of Cle Elum imposes a lodging tax assessed on the sale or charge made for furnishings of lodging according to RCW 67.28.180 and RCW 67.28.181. The committees' purpose is to advise and recommend to the legislative authority of the city how excise taxes on lodging should be allocated to support tourism which in turn generates revenue.

Uses According to Law:

According to State Statute funds awarded under this process may be used for the following:

1. Tourism marketing;
2. The marketing and operations of special events and festivals designed to attract tourists;
3. Supporting the operations of tourism-related facilities owned or operated by nonprofit organizations described under 26 U.S.C. Sec. 501 (c) (3) and 26 U.S.C. Sec. 501 (c) (6) of the internal revenue code of 1986, as amended.

Definitions included in state law which should be considered in any application requesting funding include:

- (1) **Tourism** means economic activity resulting from tourists, which may include sales of overnight lodging, meals, tours, gifts, or souvenirs.
- (2) **Tourism promotion** means activities, operations, and expenditures designed to increase tourism, including but not limited to advertising, publicizing, or otherwise distributing information for the purpose of attracting and welcoming tourists; developing strategies to expand tourism; operating tourism promotion agencies; and funding marketing or the operation of special events and festivals designated to attract tourists.
- (3) **Tourism-related facility** means real or tangible personal property with a usable life of three or more years, or constructed with volunteer labor that is: (a) (i) Owned by a public entity; (ii) owned by a nonprofit organization described under section 501 (c) (3) of the federal internal revenue code of 1986, as amended; or (iii) owned by a nonprofit organization described under section 501 (c) (6) of the federal internal revenue code of 1986, as amended, a business organization, destination marketing organization, main street organization, lodging association, or chamber of commerce and (b) used to support tourism, performing arts, or to accommodate tourist activities.

Review Process:

The Committee will review grant applications and award lodging tax funds for special events and festivals.

The Committee will compile the score sheets, rankings, and funding recommendations for further consideration.

Scoring sheets which determine the overall ranking of applications are included in this packet for your reference and information.

Local Policy on Disallowed Uses:

The Committee has determined that certain types of activities are not eligible for funding awards even if they may be tourism related. These include anything affiliated with the following: prizes for contestants, resale items, food and drink, beautification, fundraising, and membership drives. This list should not be considered comprehensive and all funding recommendation decisions are at the discretion of the committees and subject to change by majority opinion.

Application Definitions:

Below is a list of terms and phrases which have specific meaning within this application. It may be helpful for you to review these as you prepare responses so that you have a better understanding of the reviewers' expectations.

Date-specific is an event or project which occurs over less than one month.

Matching Funds is the amount of funding your organization is contributing to the project or event. This includes both direct and indirect fund support. Direct funds can be in the form of cash funding from your organization or funding secured from elsewhere but dedicated to the project or event such as other grants, loans, donations, etc. Indirect funding support includes in-kind support like labor, volunteer support, supplies, and services which directly relate to the project or event, including those provided by your organization and others.

New Projects/Events are projects/events which are in the first four years of existence. For example, a proposal for a barbeque competition which is in its third year would be defined as a new project/event. Likewise, a project by an existing museum which expands its current offerings, or a specific new strategy for appealing to a different target market that is in its first year, would be considered a new project. Ongoing general marketing and advertising campaigns or general operational support requests for organizations/event which have existed for longer than four years are not defined as a new project/event.

Ongoing Projects/Events are defined as projects/events that have been established for more than four years. Applications that qualify under this definition may be awarded up to 10% of the project's/event's expense budget.

Partnerships are agreements between events/organizations/groups which enhance the overall project/event by providing additional value-added benefits or opportunities for attendees as well as the participating partners. For instance, as part of your event, you may have partnered with a local hotel or campground for a special group rate for overnight attendees. You may have also partnered with a local restaurant to provide a special meal discount or drink offer. You may have also agreed to refer your attendees to another event simultaneously occurring in another part of the county.

Project Budget is a written description of the complete budget for your project or event. It must include anticipated revenues, expenses, and any potential profit or loss.

Seasonal means a project or event which operates at least 1 month and up to 6 months, and during at least 2 seasons (Spring, Summer, Fall, Winter).

Self-Sustaining is being able to provide for your own needs without the assistance of grant funds.

Supports County as a Tourism Destination means including strategies within your proposal which will assist in attracting tourists to our County during times of the year other than for your project/event alone. This may include cross-promotion agreements with other projects/events, it may include active marketing of other projects/events at your project/event, it may include referring attendees directly to other tourist opportunities in Kittitas County, etc.

Year-round means a project or event is ongoing and actively working to attract tourists for at least 6 months, and at least 3 seasons (Spring, Summer, Fall, Winter).

SUBMITTAL INSTRUCTIONS

Please return **ONE COPY** of the entire original application (including the cover sheet and instructions sheets) and answers to narrative questions to:

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

Incomplete applications will not be considered. Applications may not be changed or amended by the applicant after the deadline for submission.

Project Management:

Successful applicants shall be required, as a condition of the funding award, to enter into a contract. The agreement may include, but not be limited to, the specific amount of the award and what it may be used for, all reporting requirements associated with this funding, payment terms, and any and all other appropriate terms of the funding. The City of Cle Elum will be the contracting agent for all approved projects.

All funds awarded under this program will be available in the form of reimbursable grants. The funds will be available for reimbursement beginning January 31 and ending December 31 of the calendar year immediately following award notification. Any unexpended funds will be returned to the Lodging Tax accounts from where they came and made available for re-appropriation. All requests for reimbursement shall be made to the Treasurer's office at the following address:

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

For specific information and requirements regarding the reimbursement process, please contact the Treasurer's office at 509-674-2262

Project Reporting Requirements:

State law requires that all recipients of Lodging Tax revenues must submit a report to the municipality describing the actual number of people traveling for business or pleasure on a trip:

- A. Away from their place of residence or business and staying overnight in paid accommodations;
- B. To a place fifty miles or more one way from their place of residence or business for the day or staying overnight; or
- C. From another country or state outside of their place of residence or their business.

A report form will be provided as part of the contract for receiving funds. We ask that you provide this information within 60 days after your event is complete once you have critiqued your event.

In addition, any reports which are produced as a result of a grant award must be submitted within 60 days of completion as part of your project reporting requirements. This will provide evidence that the work paid for by the grant has been completed.

Applicant Categories and Eligibility:

Grants from lodging tax funds are provided for two types of applicants, New Projects/Events and Ongoing Event Support. An organization may only apply for funding from one category per year. The categories are defined as follows:

The **New Project/Events** category is for applications from events/projects which are within the first three years of existence. Applications may be considered in this category from established events (older than four years) which are proposing a new or expanded project designed to increase tourism as part of an ongoing event.

The **Ongoing Project/Event Support** category is for applications from established events (ongoing for more than four years) which may request continuing support. Grant awards are limited in this category to no greater than 10% of the event's expense budget. This category includes project/events which may be operating under a new board or organization, moving venues, changing dates, or implementing other non-substantial changes to a project/event which is ongoing for more than four years.

Other Information:

Insurance: As part of its contract for performance, a municipality may require contractors to maintain liability insurance in the amount of \$1,000,000 or more and name the municipality as an additional insured on its liability insurance policy.

Application Form: This packet is available at:

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

Grant Preferences:

In the review of applications, the Lodging Tax Advisory Committee or designees will grant preference to those proposals which (1) increase tourism, and (2) demonstrate ability toward eventual self-sustainability. **Applications from non-for-profit organizations will be given preference over those from for-profit entities.**

Guidelines and Requirements for Advertising Expenditures of Lodging Tax:**Branding**

Contractors who have been approved to utilize grant awards for advertising expenditures must incorporate appropriate City of Cle Elum information as follows:

A. Websites and Social Media Sites must include the City's tourism website logo with an operational link to the site(s). The logo must be displayed on the contractor's home page, it must be sized no smaller than ½ inch in height, and must be surrounded by appropriate white space to allow easy recognition and legibility. Contractors shall not change the logo(s) in color or appearance.

B. Print Advertising and Online Display Advertising of all types (including but not limited to newspaper, periodicals, flyers, posters, billboards, direct mail, e-newsletters, third-party websites, streaming displays, etc.) and must include the City's tourism

website logo. The logo must be sized no smaller than ½ inch in height, and must be surrounded by appropriate white space to allow easy recognition and legibility. Contractors shall not change the logo(s) in color or appearance.

C. Video Advertising of all types (including but not limited to television, online, electronic kiosks, motion billboards, etc.) must include the City's tourism website logo. The logo must be size no smaller than ½ inch in height, and must be surrounded by appropriate white space to allow easy recognition and legibility. Contractors shall not change the logo(s) in color or appearance.

All logos and website information may be obtained by contacting the City of Cle Elum administration.

Advertising Reimbursements

Contractors seeking reimbursement from Lodging Tax Funds for advertising expenditures must adhere to the following guidelines and requirements for each type of advertising media utilized:

A. Print Advertising:

1. Print advertising placed with any media provider which operates exclusively outside of Kittitas County may be reimbursed at 100% of the cost, including any production costs. To operate exclusively outside of Kittitas County, the provider must not be physically located in the County and/or not distribute any media within the County.
2. Print advertising placed with any media provider which operates inside Kittitas County may be reimbursed as follows:
 - a. For date-specific events, advertising the day of the event and up to 7 days prior to the event may be reimbursed at 100% of the cost, including any production costs.
 - b. For seasonal or year-round events, or for date-specific events outside of the time-frame in Section 2 A, (2)(a) above, advertising reimbursement requests must include a statement from the media provider specifying the percentage distribution to areas outside of Kittitas County. Reimbursements will be allowed for the amount distributed outside of Kittitas County, including any production costs.

B. Television Advertising:

1. Television advertising placed with any media provider outside the Yakima/Kittitas DMA will be reimbursed at 100% of the cost, including any production cost.
2. Television advertising placed with any media provider inside the Yakima /Kittitas DMA will be reimbursed as follows:
 - a. For date-specific events, advertising the day of the event and up to 7 days prior to the event may be reimbursed at 100% of the cost, including any production costs.
 - b. For seasonal or year-round events, or for date-specific events outside of the time-frame in Section 2 B, 2(a) above, advertising may be reimbursed at the rate of 70% of the total cost, including any production costs.

C. Online Advertising:

1. Online advertising and promotion may be reimbursed at 100% of the cost, including any production cost.
2. Streamed media (radio, television, other) requests for reimbursement must include a statement from the media provider specifying the percentage of recipients which are outside of Kittitas County. Reimbursements will be allowed for the percentage distributed outside of Kittitas County, including any production costs.

D. Direct Mail:

1. Direct mail advertising may be reimbursed at 100% of the cost, including any production cost, for each item mailed or shipped to a destination outside of Kittitas County. In order to receive reimbursement, a list of the addresses and a signed statement from the contractor that the list is accurate, or other proof of delivery, must be provided along with other required documentation.

E. Flyers/Posters:

1. Flyers or posters which are placed outside of Kittitas County may be reimbursed at 100% of the cost, including any production cost. In order to receive reimbursement, a list of the locations where flyers or posters were posted outside of Kittitas County and a signed statement from the contractor that the list is accurate must be provided along with other required documentation.

F. Radio Advertising:

1. Radio advertising placed with any media provider located outside of Kittitas County may be reimbursed at 100% of the cost, including any production cost.
2. Radio advertising placed with any media provider located inside of Kittitas County may be reimbursed as follows:
 - a. For date-specific events, advertising the day of the event and up to 7 days prior to the event may be reimbursed at 100% of the cost, including any production cost.
 - b. For seasonal or year-round events, or for date-specific events outside of the time-frame in Section 2 F, 2(a) above, advertising may be reimbursed at the rate of 30% of the total cost, including any production costs.

APPLICATION FOR LODGING TAX GRANT FUNDING

Application Year: 2024

Name of Organization: City of Cle Elum Public Works

Organization mailing address: 119 W. First Street Cle Elum, WA 98922

Organization contact person & title: Aaron Barr - Public Works

Organization/contact phone: City of Cle Elum 509-260-1236

Email: abarr@cleelum.gov

Organization Website: www.cityofcleelum.com

Federal Tax ID Number: 91-6001239 UBI Number: 191-000-001

Organization is a (select one):

- ☒ Government Entity
☐ 501(c)3
☐ 501(c)6
☐ Other _____

(note: you must submit 501(c)3 or 501(c)6 approval documentation – see sample document)

Project/Event Name: signs

Project/Event Date: all events

Project/Event Location: city wide

Amount of Funding Requested: \$ 5052.00

For which funding category do you qualify (check one) (see instructions for definitions):

☐ New Project/Event ☒ Ongoing Project/Event Support

Estimated # of overnight stays: 100+

Tourism Seasons: From the list below, what season will your project enhance tourism? Please indicate the appropriate season.

	Season:	Months:
☒	Year-round	January – December
☐	Off season	November – February
☐	Shoulder season	October or March - May
☐	High season	June – September

APPLICATION QUESTIONS

Please answer each question completely, in the order listed, on a separate sheet attached to this application. Please include any supporting data within the response narrative.

1. Please provide a description of your project/event and identify the specific tourism audience/market that your organization will target with these funds. You must include an itemized list of exactly how any grant funds awarded will be utilized.
2. Please provide the following estimates of how any money received will result in increases in the number of people traveling for business or pleasure on a trip:
 - I. Away from their place of residence or business and staying overnight in paid accommodations;
 - II. To a place fifty miles or more away from their place of residence or business for the day or staying overnight; or
 - III. From another country or state outside of their place of residence or business.

You must provide the evidence utilized in determining your projections.

3. What tools will you use to measure your event's impact on tourism? Please be specific and provide examples. Include the following information:
 - I. Is your project/event year-round or is it seasonal or date-specific?
 - II. What strategies will you employ to assure you are attracting tourists from at least 50 miles away?
 - III. What strategies will you use to assist in marketing all of Kittitas County as a tourist destination with your event/project funding request?
4. Does your organization have, or have you applied for, grant funding from other sources? If not, why not? If yes, please list the available funding you have for the project, including any volunteer and in-kind sources, and/or the sources and amounts for which you have applied. Please note which funding sources are secured and in hand so a true matching fund determination may be determined. What changes would occur if the project couldn't be funded?
5. If your organization collaborates or has created partnerships with other organizations, other groups, or other events to cross-promote in an effort to encourage county-wide tourism, how is this accomplished?
6. Please explain what plans exist to allow this project to become self-sustaining. Include any plans for ticket sales, event sponsors, and other cost-recovery models.
7. **Additional information:** Provide any additional information which will assist the Committee in evaluating your project and its benefit to tourism. Please limit any additional written information to one page and any other additional attachments to 3 pages.
8. **Project Budget:** Please attach a copy of the complete budget for this project/proposal. If your agency operates independently of this project application it may not be

necessary to submit the entire agency budget. You must submit a budget which specifically pertains to the project/event for which you are requesting funding and adheres to the basic budget format shown below.

The budget must include anticipated revenues, expenditures, and any potential profit or loss. For projects/events which are ongoing for more than 1 year, please also submit actuals from the previous three years of operations for the project/proposal if applicable. Also, please supply any narratives necessary to understand the budget being submitted and list separately any in-kind or volunteer contributions.

Please assure your budget, and actuals from previous years (if applicable), are in the following basic format:

Revenues:
 Cash
 Donations/Sponsorships
 Sales
 Vendor Fees
 Grants
 Etc.
 Total Revenues

In-Kind Contributions:
 Volunteer Labor
 Donated Services
 Donated Materials
 Etc.
 Total In-kind

Expenses:
 Venue
 Insurance
 Services
 Advertising
 Security
 Etc.
 Total Expenses

Profit/Loss (Revenue less Expenses)

9. Has your event received Lodging Tax funds in previous years?
 Yes ☐ No ☒

If yes, please list each year and the amount received for that year.

All applicants must also provide the following information regarding the event/project:

A.	How many participants and spectators attended last year's activity and/or will attend this year?	Prior Year <u>200+</u>	Projected <u>400+</u>
----	--	---------------------------	--------------------------

B.	How many days did/will your event occur?	<u>10</u>	<u>10</u>
C.	How many room nights were and /or will be booked as a result of your project/event? <i>(You must provide a verifiable source of information as evidence for your response to item C. Failure to do so will disqualify your application.)</i>	<u>10</u>	<u>15</u>

10. **Application Certification:**

The applicant here certifies and affirms: 1. That it does not now, nor will it during the performance of any contract arising from this application, unlawfully discriminate against any employee, applicant for employment, client, customer, or other person who might benefit from said contract, by reason of age, race, color, ethnicity, sex, religion, military status, sexual orientation, creed, place of birth, or disability; 2. That it will abide by all relevant local, state and federal laws and regulations and; 3. That it has read the information contained in the Instructions on pages 1 and 2 and understands and will comply with all provisions thereof.

Certified by:

(signature)

Or sign here:

(print name) Aaron Barr

Title: Public Works

Date: 04-23-2024

Lodging Tax Grant Application Rating Form

Criteria	Points Possible	Application Questions	Points Awarded
Partnerships	5 Yes = 5 No = 0	Question 5	
Length of Impact	15 Date specific = 5 Seasonal = 10 Year Round = 15	Question 3	
Attracts Tourists from at least 50 miles away	15 yes = up to 15 No = 0	Question 3	
Supports County as Tourism Destination	15 yes = up to 15 No = 0	Question 2, 3, 5, 7	
Attributable Lodging Stays	20 0 = 0 1-30 = 5 31-100 = 10 101-250 = 15 More than 250 = 20	Question 9	
Applicant's Matching Funds	20 Less than 5% = 0 5% - 25% = 5 25% - 49% = 10 50% - 99% = 15 100% or more = 20	Question 4, 8	
Sustainable Future Funding Identified	10 yes = 10 No = 0	Question 6	

Applicant Checklist

For applicant use prior to submission

- ☒ My application title page states: Request for Proposals, Lodging Tax Fund (YEAR).
- ☒ My application is for a new project/event and/or for an ongoing project/event as defined on page 2 of the application packet.
- ☐ I have attached proof of non-profit status if applicable which matches the sample document provided.
- ☒ I have included an itemized list in response to item 1 in the application of how any grant funds awarded will be utilized.
- ☒ I have attached additional information in response to item 7 in the application, if needed, which includes written information limited to one page and other attachments limited to three pages.
- ☒ I have attached a project budget, properly formatted according to item 8 in the application.
- ☐ If this event is ongoing for more than one year, I have also submitted actual financial data from the previous three years if applicable, formatted properly according to item 8 in the application.
- ☒ The application certification in item 10 is signed and dated by the proper authority.
- ☒ I have included one copy of the entire original application according the submittal instructions on page 4.
- ☒ My application is being delivered to:

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

Submission Checklist

For office use only

Please mark “yes” or “no” to each criteria below:

☐

Applicant filled out the proper application version for this grant cycle.

☐

Applicant answered each question.

☐

A budget is attached which includes revenues, expenses and anticipated profit or loss (plus previous 3 years actuals for ongoing projects/events).

☐

The applicant has signed and dated the certification statement required in item 10 of the application.

☐

The application was submitted on time.

☐

Proof of non-profit status is included (if applicable).

Please date stamp the application and initial.

LODGING TAX EXPENDITURE REPORT CITY OF CLE ELUM (JLARC)

ACTIVITY INFORMATION:

Year: 2024

Organization: City of Cle Elum Public Works

Activity Name: Signs

Activity Type: Event/Festival ☒ Marketing ☐ Facility ☐

Event/Festival- encompasses specific activities such as fairs, festivals, celebrations, etc.

Marketing- encompasses activities which advertise the municipality or town (if lodging tax funds were used to advertise for a specific event/festival, this expenditure falls under the "Event/Festival" category).

Facility- encompasses activities related to facility acquisition, upkeep, renovation, etc.

Start Date: May 2024

End Date: unknown

Funds Requested: 5052.00

Funds Awarded:

Total Activity Cost: 5052.00

Notes: this is for additional signage, cones, barricades for all events within the City of Cle Elum.

OVERALL ATTENDANCE: *Organizations should provide an estimate of the predicted attendance and a *method for determining the actual attendance. If lodging tax funds were used for an activity not expected to generate measurable attendance (such as a general marketing campaign or an expenditure related to facility upkeep), leave the field blank and use the Notes section to explain.*

Predicted: 200+

Actual: 300+

*Method: attendees for all previous events held within the City of Cle Elum

(See explanation of Method on last page)

Please Explain: *Enter notes about the specific type of method used to determine the attendance count (such as vehicle counts, etc.).*

visual and counts from other events

ATTENDANCE 50+ MILES: *Determine the number of people who traveled more than 50 miles to attend the activity and select the method to tell us how the attendance was quantified.*

Predicted: 100+

Actual: 400+

*Method: based on previous events held within the City of Cle Elum.

LODGING TAX EXPENDITURE REPORT CITY OF CLE ELUM (JLARC) Continued

Please Explain: *Enter notes about the specific type of method used to determine the attendance 50+ miles count (such as surveys or hotel room reservations, etc.).*

visual and counts from other events

ATTENDANCE OUT OF STATE, OUT OF COUNTRY: *(number of people)*

Predicted: 100+ **Actual:** 400+

***Method:** previous events held within the City of Cle Elum.

Please Explain: *Enter notes about the specific type of method used to determine the attendance count (such as vehicle counts, hotel room reservations, etc.).*

visual and counts from other events

ATTENDANCE PAID FOR OVERNIGHT LODGING:

Enter the total number of people who paid for overnight lodging while attending the activity. Organizations using lodging tax funds should quantify this figure and a method for determining it. If lodging tax funds were used for an activity not expected to generate measurable attendance (such as a general marketing campaign or an expenditure related to facility upkeep), leave the field blank and use the Notes section to explain.

Predicted: 100+ **Actual:** 400+

***Method:** counts from previous events held within the City of Cle Elum.

Please Explain: *Enter notes about the specific type of method used to determine the attendance count (such as vehicle counts, hotel room reservations, etc.).*

visual and counts from other events

PAID LODGING NIGHTS:

Enter the total number of lodging nights associated with this activity. A lodging night is one or more persons occupying a room for a single night. Organizations using lodging tax funds should quantify this figure and select the method used to determine it.

Predicted: 10 **Actual:** 20

***Method:** counts from previous events held within the City of Cle Elum.

Please Explain: *Enter notes about the specific type of method used to determine the number of lodging nights (hotel room reservations, interviews, raffle, etc.).*

visual and counts from other events

***Method:** Select the method used to determine the overall attendance from these categories to tell us how the overall attendance was quantified.

- **Direct Count:** Actual count of visitors using methods such as paid admissions or registrations, clicker counts at entry points, vehicle counts or number of chairs filled. A direct count may also include information collected directly from businesses, such as hotels, restaurants or tour guides, likely to be affected by an event.
- **Indirect Count:** Estimate based on information related to the number of visitors such as raffle tickets sold, redeemed discount certificates, brochures handed out, police requirements for crowd control or visual estimates.
- **Representative Survey:** Information collected directly from individual visitors/participants. A representative survey is a highly structured data collection tool, based on a defined random sample of participants, and the results can be reliably projected to the entire population attending an event and includes margin of error and confidence level.
- **Informal Survey:** Information collected directly from individual visitors or participants in a nonrandom manner that is not representative of all visitors or participants. Informal survey results cannot be projected to the entire visitor population and provide a limited indicator of attendance because not all participants had an equal chance of being included in the survey.
- **Structured Estimate:** Estimate produced by computing known information related to the event or location. For example, one jurisdiction estimated attendance by dividing the square footage of the event area by the international building code allowance for persons (3 square feet)
- **Please Explain:** Enter notes about the specific type of method used to determine the attendance count (such as vehicle counts, raffle tickets sold, etc.). You may also enter N/A or Other.

Application Questions

1. This application will include new signs that the City of Cle Elum desperately needs for all upcoming events. 10 – no parking signs, 10 a-frame barricades, 100 28” orange cones, 12 12” orange cones and 30 plastic traffic barricades.
2. This will allow better crowd control and directions for event goers. And better safety for returning guests.
3. These signs can be used year-round for all events. Public Work can notify event applicants that the city has more signs, barricades, and cones.
4. The city has not applied for grant funding regarding signs. If the project could not be funded the budget would need to be amended to make these purchases.
5. n/a
6. Possibly create some type of check out form so the city can keep track of what event uses what signs, cones, barricades and make sure they are returned in good shape.
7. The benefit to tourism would be that better safety precautions could take place with more barricades and signs.
8. The total costs for all these signs would be \$5,052.00.
10 “No Parking” signs 12”x18” \$26.00 each \$260.00.
10 A-Frames Barricade I beam 8’ \$59.00 each \$590.00.
100 Traffic Cones 28” orange \$20.00 each \$2,000.00.
12 Traffic Cones 12” orange \$11.00 each \$132.00.
30 Type 1 plastic Traffic Barricade \$69.00 each \$2,070.00.

Shopping Cart

Save | Empty Cart | Forward

Add Product by Model #

Model #	Description	Qty	Price	Total	Remove
H-1658	"No Parking" Sign - 12 x 18"	10	\$26.00/EA	\$260.00	
H-6133	A-Frame Barricade I-Beam - 8'	10	\$59.00/EA	\$590.00	
S-7879O	Traffic Cones - 28", Orange	100	\$20.00/EA	\$2,000.00	
S-13529O	Traffic Cones - 12", Orange	12	\$11.00/EA	\$132.00	
H-2882	Type 1 Plastic Traffic Barricade	30	\$69.00/EA	\$2,070.00	
			SUBTOTAL =	\$5,052.00	

Update

Checkout

Shipping | Sale Code:

Add | Questions?

\$300+ orders are eligible for a free item.

CITY OF CLE ELUM
WASHINGTON
RESOLUTION NO. 2024-013

A RESOLUTION PROVIDING FOR THE DISPOSAL OF CERTAIN INVENTORY ITEMS:

- **Public Works Equipment See Exhibit A (to be auctioned on GovDeals)**

WHEREAS certain items of equipment belonging to the City of Cle Elum are obsolete, no longer used by the city or damaged.

WHEREAS the value, obsolescence, and condition of these items of inventory make it impractical to trade the same in the future purchase of new inventory items. It would be in the best interest of the city to dispose of the same in a manner that will be to the best advantage to the City of Cle Elum.

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

1. Based on the findings and recommendations of the city, the items of inventory for said City as shown attached hereto, are declared to be surplus to the foreseeable needs of the city.
2. That it is deemed to be for the common benefit of the residents of said City to depose of said inventory.
3. That the City Public Works Director is authorized to dispose of items attached in a manner that will be to the best advantage to the City of Cle Elum

Passed by the City Council and approved by the mayor this 14th day of May 2024.

CITY OF CLE ELUM

Matthew Lundh, Mayor

ATTEST/AUTHENTICATED:

Debbie Lee, City Clerk

Approved as to form:

Alexandra Kenyon, City Attorney

Filed with the City Clerk: 05/14/2024 Passed by the City Council:
Resolution No: 2024-013 Date Posted:

EXHIBIT A

Resolution 2024-013
Inventory List of Items for Surplus
May 2024

Description

Serial Number

Public Works:

PLACE	INV. #	BRIEF DESCRIPTION (Make, Model, Color, etc.)	Serial Number	Location/Possession	Date (In Service)	Date (Out of Service)
Shop	210	Toro Lawn Mower	6902026	destroyed		8/1/2011
Shop	253	Homelite Cut Off Saw				4/21/2010
Shop	279	4 Drawer File Cabinet (threw in dumpster)		dumpster		10/28/2016
Shop	280	4 Drawer File Cabinet (threw in dumpster)		dumpster		10/28/2016
Shop	629	FS80 Still Weed Eater				6/27/2013
Shop	551	Hi-Lift Trans. Jack	791-7100A			
Shop	683	Wheel Dolly Lift	791-6005	OWTP	3/21/2017	
Shop	233	Still Saw Guide		OWTP		
Shop	249	Trash Pump - small diaphragm		Old WTP		
		* parts only, obsolete, would like to give to South Cle Elum Public works they have the same pump				
Shop	Not numbered	HD-8 tub grinder: Lost both bearings for the tub grinder, \$5000 for bearings, not guaranteed they will hold up.				
		* The screen in the tub is broken and the replacement is obsolete, most parts are obsolete per the manufacture.				
Shop	Not numbered	2004 Ford Explorer: No need for it in public works				
Shop	Not numbered	1994 Ford F-150: 30 years old and showing its age.				
Shop	Not numbered	John Deere X304 riding mower: used for parts Not operatable.				
Shop	Not numbered	John Deere X300 mower: no need with current mower inventory				
Shop	Not numbered	John Deere X350 mower: no need with current mower inventory				
Shop	Not numbered	John Deere 47" Snow blower: replaced with new tractor.				
Shop	Not numbered	John Deere JK push mower.				
Shop	Not numbered	Graco paint machine: not operational.				
Shop	Not numbered	Misc police car 3 rd row seats				
Shop	Not numbered	Rigid galvanized pipe threader				
Shop	Not numbered	Salt dogsander: parts only				
Shop	Not numbered	Myers snowplow pickup mount				
Shop	Not numbered	Swenson large truck sander				
City Hall	747	iphone 11 White 64 GB	FFWFR207N72K	Aaron Public Works	7/30/2021	broken

~~2022~~
²⁰²³
2022 LODGING TAX EXPENDITURE REPORT
CITY OF CLE ELUM (JLARC)

ACTIVITY INFORMATION:

Year: 2023

Organization: Rotary Club Upper Killebuck County Foundation

Activity Name: Skate Park Phase 1

Activity Type: Event/Festival ☐ Marketing ☐ Facility ☒

Event/Festival- encompasses specific activities such as fairs, festivals, celebrations, etc.

Marketing- encompasses activities which advertise the municipality or town (if lodging tax funds were used to advertise for a specific event/festival, this expenditure falls under the "Event/Festival" category).

Facility- encompasses activities related to facility acquisition, upkeep, renovation, etc.

Start Date: May 2023

End Date: Oct 2023

Funds Requested: 35,000

Funds Awarded: 35,000

Total Activity Cost: 285,000

Notes:

OVERALL ATTENDANCE:

*Organizations should provide an estimate of the predicted attendance and a *method for determining the actual attendance. If lodging tax funds were used for an activity not expected to generate measurable attendance (such as a general marketing campaign or an expenditure related to facility upkeep), leave the field blank and use the Notes section to explain.*

Predicted: 1,000

Actual: 986

*Method: Indirect count

(See explanation of Method on last page)

Please Explain: *Enter notes about the specific type of method used to determine the attendance count (such as vehicle counts, etc.).*

Dru Bru had 493 tabs for the time period of the skate park Community Fundraiser and auction event. We estimated 2 people per tab.

ATTENDANCE 50+ MILES: *Determine the number of people who traveled more than 50 miles to attend the activity and select the method to tell us how the attendance was quantified.*

Predicted: 75

Actual: 26

*Method: Direct count

²⁰²³
CREATE 2022 LODGING TAX EXPENDITURE REPORT
FOR CITY OF CLE ELUM (JLARC) Continued

Please Explain: Enter notes about the specific type of method used to determine the attendance count (such as surveys or hotel room reservations, etc.).

we used Auctria an online fundraising platform to collect information about people attending the event including their zip code. We estimated 2 people per regular attendee.

ATTENDANCE OUT OF STATE, OUT OF COUNTRY: (number of people)

Predicted: 0 **Actual:** 0

***Method:** Direct count

Please Explain: Enter notes about the specific type of method used to determine the attendance count (such as vehicle counts, hotel room reservations, etc.).

we used auctria an online fundraising platform to collect information about people attending the event including their zip code.

ATTENDANCE PAID FOR OVERNIGHT LODGING:

Enter the total number of people who paid for overnight lodging while attending the activity. Organizations using lodging tax funds should quantify this figure and a method for determining it. If lodging tax funds were used for an activity not expected to generate measurable attendance (such as a general marketing campaign or an expenditure related to facility upkeep), leave the field blank and use the Notes section to explain.

Predicted: 75 **Actual:** 13

***Method:** Indirect count

Please Explain: Enter notes about the specific type of method used to determine the attendance count (such as vehicle counts, hotel room reservations, etc.).

we used auctria an online fundraising platform to collect information about people attending the event including their zip code. We assume out of area zip codes spent the night

PAID LODGING NIGHTS:

Enter the total number of lodging nights associated with this activity. A lodging night is one or more persons occupying a room for a single night. Organizations using lodging tax funds should quantify this figure and select the method used to determine it.

Predicted: 0 **Actual:** 13

***Method:** Indirect count

Please Explain: Enter notes about the specific type of method used to determine the number of lodging nights (hotel room reservations, interviews, raffle, etc.).

we used auctria an online fundraising platform to collect information about people attending the event including their zip code. we assume out of area zip codes spent the night

Lodging Tax Grant Final Report

Year: 2023

Organization: Rotary Club of Upper Kittitas County

Activity Name: Cle Elum Skatepark Construction Phase 1

Activity Type: Facilities

Start Date: May 2023

End Date: October 2023

Funds Requested: \$35,000

Funds Awarded: \$35,000

Total Activity Cost: \$285,000

General Attendance

Predicted: 1,000

Actual: 986

Method: Indirect Count

Please Explain: Dru Bru had 493 tabs for the time period of the skatepark Community Fundraiser and Auction event. We estimated 2 people per tab.

Attendance 50+ Miles

Predicted: 75

Actual: 26

Method: Direct Count

Please Explain: We used Auctria, an online fundraising platform, to collect information about people attending the event including their zip code. We estimated 2 people per registered attendee.

Attendance Out of State, Out of Country

Predicted: 0

Actual: 0

Method: Direct Count

Please Explain: We used Auctria, an online fundraising platform, to collect information about people attending the event including their zip code.

Attendance Paid for Overnight Lodging

Predicted: 75

Actual: 13

Method: Indirect Count

Please Explain: We used Auctria, an online fundraising platform, to collect information about people attending the event including their zip code. We assume out of area zip codes spent the night.

Paid Lodging Nights

Predicted: 0

Actual: 13

Method: Indirect Count

Please Explain: We used Auctria, an online fundraising platform, to collect information about people attending the event including their zip code. We assume out of area zip codes spent the night.

2020 Lodging Tax Expenditure Report for Cle Elum



ACTIVITY INFORMATION:

Year: 2021

Organization: Rotary

Activity Name: Rotary Playground

Activity Type: Gathering space/Recreation/data collection

Start Date: March 2021

End Date: June 2021

Funds Requested: \$66,400

Funds Awarded \$66,400

Total Activity Cost \$64,778 (deposit) + \$1,350 (fence) = \$66,128

Notes: See attached invoices and proof of payment.

Invoice #	Amount	Budget	Description	Date	Check #
P0119618-01	\$ 64,778.00	\$ 115,060.00	Playground 50% Deposit Landscape Structures, Inc.	5/4/2021	4812
1408919	\$ 1,350.00	\$ 1,366.00	Construction Fencing National Fence	5/21/2021	4852
Total	\$ 66,128.00	\$ 156,400.00			
	w/5% conting.	\$ 166,400.00			

OVERALL ATTENDANCE:

Predicted: 50

Actual: 200+

Method: The Rotary projected 50 children would use the new playground during the opening event.

Please Explain:

The project to construct a new community playground in Cle Elum's City Park is complete. This project included the playground structure, a concrete curbing, and an engineered wood fiber footing, all constructed by volunteer labor with assistance from the City Crew and playground manufacturer. Interactive playground signs are included that invite users to take a brief survey to collect future Lodging Tax data for reporting.

During final construction, some of the last details had to be paused due to the overwhelming number of children who appeared at the park to use the new playground. Over the course of the first weekend the Parks Committee and Rotary observed over 200 children using the new facility.

ATTENDANCE 50+ MILES:

Predicted: 20 **Actual:** TBD
Method: See below and above.

Please Explain:

The Rotary will be collecting data from local hotels to compare the information with the previous years, and the built-in survey advertised on the park signs will enable future ongoing JLARC data collection and reporting.

ATTENDANCE OUT OF STATE, OUT OF COUNTRY:

Predicted: 0 **Actual:** ?
Method: direct data request from hotels

We anticipate surveying hotels for data before and at the end of the 2021 summer to provide more comprehensive data.

Please Explain: The playground opened during the beginning of the summer, before school was out. Hotel data collection is anticipated at the end of the summer to obtain a better dataset.

ATTENDANCE PAID FOR OVERNIGHT LODGING:

Predicted: unknown **Actual:** TBD

Method: Hotel data collection/inquiry.

Please Explain:

This information will be available once the data above is collected later this summer.

PAID LODGING NIGHTS:

Predicted: Same as above **Actual:** Same as above

Method: Same as above.

Please Explain: Same as above.



2020 Lodging Tax Fund Application

Name of Applicant: Rotary Club of Upper Kittitas Co. Foundation

Name of Event/Project: City Park Playground

**City of Cle Elum
119 West First Street
Cle Elum, WA 98922
509-674-2262**

2020 Lodging Tax Funds – General Information

The City of Cle Elum imposes a lodging tax assessed on the sale or charge made for furnishings of lodging according to RCW 67.28.180 and RCW 67.28.181. The committees' purpose is to advise and recommend to the legislative authority of the city how excise taxes on lodging should be allocated to support tourism which in turn generates revenue.

Uses According to Law:

According to State Statute funds awarded under this process may be used for the following:

1. Tourism marketing;
2. The marketing and operations of special events and festivals designed to attract tourists;
3. Supporting the operations of tourism-related facilities owned or operated by nonprofit organizations described under 26 U.S.C. Sec. 501 (c) (3) and 26 U.S.C. Sec. 501 (c) (6) of the internal revenue code of 1986, as amended.

Definitions included in state law which should be considered in any application requesting funding include:

- (1) **Tourism** means economic activity resulting from tourists, which may include sales of overnight lodging, meals, tours, gifts, or souvenirs.
- (2) **Tourism promotion** means activities, operations, and expenditures designed to increase tourism, including but not limited to advertising, publicizing, or otherwise distributing information for the purpose of attracting and welcoming tourists; developing strategies to expand tourism; operating tourism promotion agencies; and funding marketing or the operation of special events and festivals designated to attract tourists.
- (3) **Tourism-related facility** means real or tangible personal property with a usable life of three or more years, or constructed with volunteer labor that is: (a) (i) Owned by a public entity; (ii) owned by a nonprofit organization described under section 501 (c) (3) of the federal internal revenue code of 1986, as amended; or (iii) owned by a nonprofit organization described under section 501 (c) (6) of the federal internal revenue code of 1986, as amended, a business organization, destination marketing organization, main street organization, lodging association, or chamber of commerce and (b) used to support tourism, performing arts, or to accommodate tourist activities.

Review Process:

The Committee will review grant applications and award lodging tax funds for special events and festivals.

The Committee will compile the score sheets, rankings, and funding recommendations for further consideration.

Scoring sheets which determine the overall ranking of applications are included in this packet for your reference and information.

Local Policy on Disallowed Uses:

The Committee has determined that certain types of activities are not eligible for funding awards even if they may be tourism related. These include anything affiliated with the following: prizes for

contestants, resale items, food and drink, beautification, fundraising, and membership drives. This list should not be considered comprehensive and all funding recommendation decisions are at the discretion of the committees and subject to change by majority opinion.

Application Definitions:

Below is a list of terms and phrases which have specific meaning within this application. It may be helpful for you to review these as you prepare responses so that you have a better understanding of the reviewers' expectations.

Date-specific is an event or project which occurs over less than one month.

Matching Funds is the amount of funding your organization is contributing to the project or event. This includes both direct and indirect fund support. Direct funds can be in the form of cash funding from your organization or funding secured from elsewhere but dedicated to the project or event such as other grants, loans, donations, etc. Indirect funding support includes in-kind support like labor, volunteer support, supplies, and services which directly relate to the project or event, including those provided by your organization and others.

New Projects/Events are projects/events which are in the first four years of existence. For example, a proposal for a barbeque competition which is in its third year would be defined as a new project/event. Likewise, a project by an existing museum which expands its current offerings, or a specific new strategy for appealing to a different target market that is in its first year, would be considered a new project. Ongoing general marketing and advertising campaigns or general operational support requests for organizations/event which have existed for longer than four years are not defined as a new project/event.

Ongoing Projects/Events are defined as projects/events that have been established for more than four years. Applications that qualify under this definition may be awarded up to 10% of the project's/event's expense budget.

Partnerships are agreements between events/organizations/groups which enhance the overall project/event by providing additional value-added benefits or opportunities for attendees as well as the participating partners. For instance, as part of your event, you may have partnered with a local hotel or campground for a special group rate for overnight attendees. You may have also partnered with a local restaurant to provide a special meal discount or drink offer. You may have also agreed to refer your attendees to another event simultaneously occurring in another part of the county.

Project Budget is a written description of the complete budget for your project or event. It must include anticipated revenues, expenses, and any potential profit or loss.

Seasonal means a project or event which operates at least 1 month and up to 6 months, and during at least 2 seasons (Spring, Summer, Fall, Winter).

Self-Sustaining is being able to provide for your own needs without the assistance of grant funds.

Supports County as a Tourism Destination means including strategies within your proposal which will assist in attracting tourists to our County during times of the year other than for your project/event alone. This may include cross-promotion agreements with other projects/events, it may include active marketing of other projects/events at your project/event, it may include referring attendees directly to other tourist opportunities in Kittitas County, etc.

Year-round means a project or event is ongoing and actively working to attract tourists for at least 6 months, and at least 3 seasons (Spring, Summer, Fall, Winter).

SUBMITTAL INSTRUCTIONS

Please return **ONE COPY** of the entire original application (including the cover sheet and instructions sheets) and answers to narrative questions to:

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

Incomplete applications will not be considered. Applications may not be changed or amended by the applicant after the deadline for submission.

Project Management:

Successful applicants shall be required, as a condition of the funding award, to enter into a contract. The agreement may include, but not be limited to, the specific amount of the award and what it may be used for, all reporting requirements associated with this funding, payment terms, and any and all other appropriate terms of the funding. The City of Cle Elum will be the contracting agent for all approved projects.

All funds awarded under this program will be available in the form of reimbursable grants. The funds will be available for reimbursement beginning January 31 and ending December 31 of the calendar year immediately following award notification. Any unexpended funds will be returned to the Lodging Tax accounts from where they came and made available for re-appropriation. All requests for reimbursement shall be made to the Treasurer's office at the following address:

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

For specific information and requirements regarding the reimbursement process, please contact the Treasurer's office at 509-674-2262

Project Reporting Requirements:

State law requires that all recipients of Lodging Tax revenues must submit a report to the municipality describing the actual number of people traveling for business or pleasure on a trip:

- A. Away from their place of residence or business and staying overnight in paid accommodations;
- B. To a place fifty miles or more one way from their place of residence or business for the day or staying overnight; or
- C. From another country or state outside of their place of residence or their business.

A report form will be provided as part of the contract for receiving funds. We ask that you provide this information within 60 days after your event is complete once you have critiqued your event.

In addition, any reports which are produced as a result of a grant award must be submitted within 60 days of completion as part of your project reporting requirements. This will provide evidence that the work paid for by the grant has been completed.

Applicant Categories and Eligibility:

Grants from lodging tax funds are provided for two types of applicants, New Projects/Events and Ongoing Event Support. An organization may only apply for funding from one category per year. The categories are defined as follows:

The **New Project/Events** category is for applications from events/projects which are within the first three years of existence. Applications may be considered in this category from established events (older than four years) which are proposing a new or expanded project designed to increase tourism as part of an ongoing event.

The **Ongoing Project/Event Support** category is for applications from established events (ongoing for more than four years) which may request continuing support. Grant awards are limited in this category to no greater than 10% of the event's expense budget. This category includes project/events which may be operating under a new board or organization, moving venues, changing dates, or implementing other non-substantial changes to a project/event which is ongoing for more than four years.

Other Information:

Insurance: As part of its contract for performance, a municipality may require contractors to maintain liability insurance in the amount of \$1,000,000 or more and name the municipality as an additional insured on its liability insurance policy.

Application Form: This packet is available at:

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

Grant Preferences:

In the review of applications, the Lodging Tax Advisory Committee or designees will grant preference to those proposals which (1) increase tourism, and (2) demonstrate ability toward eventual self-sustainability. **Applications from non-for-profit organizations will be given preference over those from for-profit entities.**

Guidelines and Requirements for Advertising Expenditures of Lodging Tax:**Branding**

Contractors who have been approved to utilize grant awards for advertising expenditures must incorporate appropriate City of Cle Elum information as follows:



A. Websites and Social Media Sites must include the City's tourism website logo with an operational link to the site(s). *Please request a high resolution logo from the City.* The logo must be displayed on the contractor's home page, it must be sized no smaller than ½ inch in height, and must be surrounded by appropriate white space to allow easy recognition and legibility. Contractors shall not change the logo(s) in color or appearance.

B. Print Advertising and Online Display Advertising of all types (including but not limited to newspaper, periodicals, flyers, posters, billboards, direct mail, e-newsletters, third-party websites, streaming displays, etc.) and must include the City's tourism

website logo. The logo must be sized no smaller than ½ inch in height, and must be surrounded by appropriate white space to allow easy recognition and legibility. Contractors shall not change the logo(s) in color or appearance.

C. Video Advertising of all types (including but not limited to television, online, electronic kiosks, motion billboards, etc.) must include the City's tourism website logo. The logo must be size no smaller than ½ inch in height, and must be surrounded by appropriate white space to allow easy recognition and legibility. Contractors shall not change the logo(s) in color or appearance.

All logos and website information may be obtained by contacting the City of Cle Elum administration.

Advertising Reimbursements

Contractors seeking reimbursement from Lodging Tax Funds for advertising expenditures must adhere to the following guidelines and requirements for each type of advertising media utilized:

A. Print Advertising:

1. Print advertising placed with any media provider which operates exclusively outside of Kittitas County may be reimbursed at 100% of the cost, including any production costs. To operate exclusively outside of Kittitas County, the provider must not be physically located in the County and/or not distribute any media within the County.
2. Print advertising placed with any media provider which operates inside Kittitas County may be reimbursed as follows:
 - a. For date-specific events, advertising the day of the event and up to 7 days prior to the event may be reimbursed at 100% of the cost, including any production costs.
 - b. For seasonal or year-round events, or for date-specific events outside of the time-frame in Section 2 A, (2)(a) above, advertising reimbursement requests must include a statement from the media provider specifying the percentage distribution to areas outside of Kittitas County. Reimbursements will be allowed for the amount distributed outside of Kittitas County, including any production costs.

B. Television Advertising:

1. Television advertising placed with any media provider outside the Yakima/Kittitas DMA will be reimbursed at 100% of the cost, including any production cost.
2. Television advertising placed with any media provider inside the Yakima /Kittitas DMA will be reimbursed as follows:
 - a. For date-specific events, advertising the day of the event and up to 7 days prior to the event may be reimbursed at 100% of the cost, including any production costs.
 - b. For seasonal or year-round events, or for date-specific events outside of the time-frame in Section 2 B, 2(a) above, advertising may be reimbursed at the rate of 70% of the total cost, including any production costs.

C. Online Advertising:

1. Online advertising and promotion may be reimbursed at 100% of the cost, including any production cost.
2. Streamed media (radio, television, other) requests for reimbursement must include a statement from the media provider specifying the percentage of recipients which are outside of Kittitas County. Reimbursements will be allowed for the percentage distributed outside of Kittitas County, including any production costs.

D. Direct Mail:

1. Direct mail advertising may be reimbursed at 100% of the cost, including any production cost, for each item mailed or shipped to a destination outside of Kittitas County. In order to receive reimbursement, a list of the addresses and a signed statement from the contractor that the list is accurate, or other proof of delivery, must be provided along with other required documentation.

E. Flyers/Posters:

1. Flyers or posters which are placed outside of Kittitas County may be reimbursed at 100% of the cost, including any production cost. In order to receive reimbursement, a list of the locations where flyers or posters were posted outside of Kittitas County and a signed statement from the contractor that the list is accurate must be provided along with other required documentation.

F. Radio Advertising:

1. Radio advertising placed with any media provider located outside of Kittitas County may be reimbursed at 100% of the cost, including any production cost.
2. Radio advertising placed with any media provider located inside of Kittitas County may be reimbursed as follows:
 - a. For date-specific events, advertising the day of the event and up to 7 days prior to the event may be reimbursed at 100% of the cost, including any production cost.
 - b. For seasonal or year-round events, or for date-specific events outside of the time-frame in Section 2 F, 2(a) above, advertising may be reimbursed at the rate of 30% of the total cost, including any production costs.

APPLICATION FOR 2020 LODGING TAX GRANT FUNDING

Name of Organization: Rotary Club of Upper Kittitas County Foundation

Organization mailing address: P.O. Box 1035
Cle Elum, WA 98922

Organization contact person & title: Marc Kirkpatrick
City Park Playground Committee/Board Member

Organization/contact phone: (509) 656-4176

Email: mkirkpatrick@encompasses.net

Organization Website: https://www.ukcrotary.com/

Federal Tax ID Number: Fed ID 46-5013224 UBI Number: _____

Organization is a (select one):

☐ Government Entity
☒ 501(c)3
☐ 501(c)6
☐ Other _____

(note: you must submit 501(c)3 or 501(c)6 approval documentation – see sample document)

Project/Event Name: City Park Playground

Project/Event Date: May - June, 2021

Project/Event Location: City Park, 2nd & Pine, Cle Elum

Amount of Funding Requested: \$ 66,400

For which funding category do you qualify (check one) (see instructions for definitions):

☒ New Project/Event ☐ Ongoing Project/Event Support

Estimated # of overnight stays: TBD

Tourism Seasons: From the list below, what season will your project enhance tourism? Please indicate the appropriate season.

Season:	Months:
☐ Year-round	January – December
☒ Off season	November – February
☐ Shoulder season	October or March - May
☐ High season	June – September

APPLICATION QUESTIONS

Please answer each question below completely, in the order listed, on a separate sheet attached to this application. Please include any supporting data within the response narrative.

1. Please provide a description of your project/event and identify the specific tourism audience/market that your organization will target with these funds. You must include an itemized list of exactly how any grant funds awarded will be utilized.

The Rotary Club of Upper Kittitas County Foundation has joined together with other local non-profits to replace the City Park playground by the time school gets out for the summer of 2021. Playground components are up to 40 years old, and will be updated by a current design and high safety standards. The playground will be used by travelers seeking a rest for younger passengers (playgrounds appear on Google) and by a majority of Upper County children. See additional information attached.

2. Please provide the following estimates of how any money received will result in increases in the number of people traveling for business or pleasure on a trip:

- I. Away from their place of residence or business and staying overnight in paid accommodations;

Future events held in this park are endless. The community is likely to gain at least 10 new overnight hotel stays annually due to park events.

- II. To a place fifty miles or more away from their place of residence or business for the day or staying overnight; or

The answer above works here as well. The number of overnight stays is an estimate, which will be verified through future data collection.

- III. From another country or state outside of their place of residence or business.

At least 10 rooms per year are anticipated to be from out of state or out of country.

You must provide the evidence utilized in determining your projections.

This information was from recent data from Cle Elum hotels.

3. What tools will you use to measure your event's impact on tourism? Please be specific and provide examples. Include the following information:

- I. Is your project/event year-round or is it seasonal or date-specific?

Events hosted at the park will poll participants using surveys. The new sign kiosk will have a section dedicated to surveying the public/park users

- II. What strategies will you employ to assure you are attracting tourists from at least 50 miles away?

Events held at the park may advertise to 50+ miles away, primarily using social media, and attendees/users will be asked to answer surveys.

- III. What strategies will you use to assist in marketing all of Kittitas County as a tourist destination with your event/project funding request?

Upper Kittitas County will see targeted local adds, and people farther away will see info. on Rotary, Discover Cle Elum, and City websites.

4. Does your organization have, or have you applied for, grant funding from other sources? If not, why not? If yes, please list the available funding you have for the project, including any volunteer and in-kind source, and/or the sources and amounts for which you have applied. Please note which funding sources are secured and in hand so a true matching fund determination may be made. What changes would occur if the project couldn't be funded?

This is the last request to complete the playground budget. The project includes secured funding from the Suncadia Fund for Community Enhancement (\$50k) and Rotary (\$20k), and is pending Shoemaker Foundation funding (\$25k) see attached additional information. If the City Lodging Tax grant cannot be secured the project may not take place since some of the other funding is contingent upon securing the other matches. This means some of the funding may be lost if all is not received.

5. If your organization collaborates or has created partnerships with other organizations, other groups, or other events to cross-promote in an effort to encourage county-wide tourism, how is this accomplished?

Rotary Club often partners with other groups interested in holding combined/joint event or fund raisers through club/group coordinated efforts. However, most of the events at the City Park will be held by other groups and organizations.

6. Please explain what plans exist to allow this project to become self-sustaining. Include any plans for ticket sales, event sponsors, and other cost-recovery models.

This project will include ongoing maintenance, however, the anti-vandalism design of the equipment, the increased use of the park due to increased tourism and general time spent outdoors, and the anticipated increased playground use will add additional "eyes" to prevent vandalism. The City Public Works Department and Mayor have agreed that maintenance should be similar to the current equipment maintenance.

7. **Additional information:** Provide any additional information which will assist the Committee in evaluating your project and its benefit to tourism. Please limit any additional written information to one page and any other additional attachments to 3 pages.

8. **Project Budget:** Please attach a copy of the complete budget for this project/event or use the table below. You must submit a budget that, at a minimum, includes the information in the table below, which specifically pertains to the project/event for which you are requesting funding and adheres to the basic budget format shown below.

The budget must include anticipated revenues, expenditures, and any potential profit or loss. For projects/events which are ongoing for more than 1 year, please also submit actuals from the previous three years of operations for the project/proposal, if applicable. Also, please supply any narratives necessary to understand the budget being submitted.

Please see the attached budget

Revenues	Cash	\$	In-Kind Contributions	Volunteer Labor	\$
	Donations/Sponsorships	\$		Donated Services	\$
	Sales	\$		Donated Materials	\$
	Vendor Fees	\$		Other	\$
	Grants	\$			\$
	Other	\$			\$
	Total Revenues	\$		Total In-Kind	\$
Expenses	Venue	\$	Profit/Loss		
	Insurance	\$			
	Services	\$			
	Advertising	\$			
	Security	\$			
	Other	\$		Revenues	\$
	Total Expenses	\$		Minus (-) Expenses	\$
				= Profit/Loss	\$

Cle Elum Lodging Tax Application

Application questions continued and project budget

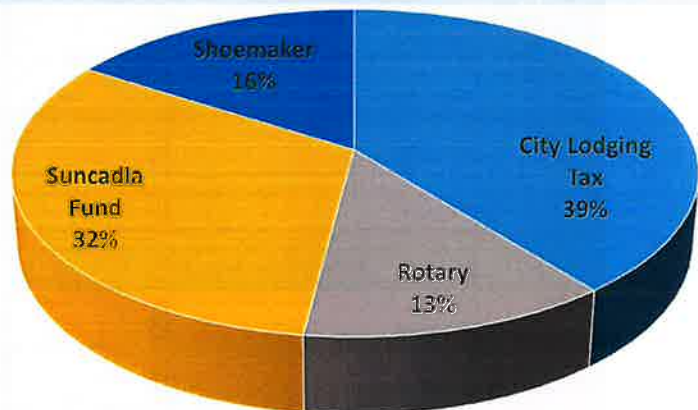
1. Project Description – funding use breakdown.

The application is requesting funding to complete the budget. The project elements the Lodging Tax funds would support are:

- a) Over half of the cost of the playground equipment.
- b) There is a need for a project contingency, in case costs raise before construction or incidental costs arise. This request includes a \$5,000 contingency.
 - This contingency will not be seen in the budget and will only be used if another funding source doesn't come through or if there is an unforeseen cost increase.

4. **Other Funding.** The project team has secured grant funding from the following organizations:

Organization	Grant Award
City of Cle Elum Lodging Tax	\$66,400
Rotary Club of Upper Kittitas County	\$20,000
Shoemaker Foundation	\$25,000
Suncadia Fund for Community Enhancement	\$50,000



Cle Elum Lodging Tax Application

Application questions continued and project budget

- 8. Budget.** The project budget includes all hard costs, donated labor, and a contingency. Answer 1c above illustrates the need for an additional project contingency fund, which does not appear in the budget table. This is because the project team is hopeful that the other grant funding is received. In the event that the project costs should be increased due to other unforeseen circumstances, there will be a \$5,000 contingency available through this grant.

It is important to note that this budget is not formatted exactly per the requirement because there are not expected revenues and there are more fields we wanted you to see than the standard form would accommodate.

Project Component	Cost
Playground Equipment	\$115,060
Engineered wood fiber (mulch footing)	\$6,110
Community assisted install	\$7,803
50 cf concrete & mow strip border	\$9,383
Filter fabric	\$1,366
Site prep/grading & existing equipment removal	City Crew
Freight	\$6,953
Tax	\$9,725
Sub-Total	\$156,400
Contingency	\$5,000
Total	\$166,400



City Park Playground
Proposed and Existing

9. Has your event received Lodging Tax funds in previous years?

Yes ☐ No ☒

If yes, please list each year and the amount received for that year.

All applicants must also provide the following information regarding the event/project:

	Prior Year	Projected
A. How many participants and spectators attended last year's activity and/or will attend this year?	NA	50
B. How many days did/will your event occur?	NA	Mar-Oct
C. How many room nights were and /or will be booked as a result of your project/event? <i>(You must provide a verifiable source of information as evidence for your response to item C. Failure to do so will disqualify your application.)</i>	NA	20

data: talking to local hotels

10. **Application Certification:**

The applicant here certifies and affirms: 1. That it does not now, nor will it during the performance of any contract arising from this application, unlawfully discriminate against any employee, applicant for employment, client, customer, or other person who might benefit from said contract, by reason of age, race, color, ethnicity, sex, religion, military status, sexual orientation, creed, place of birth, or disability; 2. That it will abide by all relevant local, state and federal laws and regulations and; 3. That it has read the information contained in the Instructions on pages 1 and 2 and understands and will comply with all provisions thereof.

Certified by:
(signature)

(print name) Marc Kirkpatrick

Title: City Park Playground Committee/Rotary Board Member

Date: April 21, 2021

Applicant Checklist

For applicant use prior to submission

- ☒ My application title page states: Request for Proposals, 2020 Lodging Tax Fund.
- ☒ My application is for a new project/event and/or for an ongoing project/event as defined on page 2 of the application packet.
- ☒ I have attached proof of non-profit status if applicable which matches the sample document provided.
- ☒ I have included an itemized list in response to item 1 in the application of how any grant funds awarded will be utilized.
- ☒ I have attached additional information in response to item 7 in the application, if needed, which includes written information limited to one page and other attachments limited to three pages.
- ☒ I have attached a project budget, properly formatted according to item 8 in the application.
- ☐ If this event is ongoing for more than one year, I have also submitted actual financial data from the previous three years if applicable, formatted properly according to item 8 in the application.
- ☒ The application certification in item 10 is signed and dated by the proper authority.
- ☒ I have included one copy of the entire original application according the submittal instructions on page 4.
- ☒ My application is being delivered to:

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

*Whether you're a Sunday jogger or a
marathon runner, if your art hangs on the
fridge or in the museum, don't quit your day
dream!*

Below is a copy of your cashier's check issued

1805004812	
Rotary Club of Upper Kittitas County	May 04 2021
Remitter	Date
Pay to the order of Landpage Structures Inc*****	\$64,778.00
Sixty-Four Thousand Seven Hundred Seventy-Eight and 00/100ths Dollars	
Memo P0110818-01	



Invoice
P0119618-01

Bill To:
C102849
Rotary Club of Upper Kittitas County
PO Box 1035
Cle Elum, WA 98922

Ship To:
Cle Elum City Park
519 W 2nd St
Cle Elum, WA 98922

INVOICE NBR **P0119618-01**
DATE **4-29-2021**
DEALER 176-PlayCreation
SHIP VIA Common Carrier
FREIGHT TERMS Prepaid
PAYMENT TERMS Due Upon Receipt

Project Name **Cle Elum City Park**

Item/Part Number	Sell UM	Shipped Qty	Unit Price	Extended Price
Equipment				115,060.00
Delivery				4,900.00
Tax				<u>9,596.80</u>
Total				\$129,556.80

***** 50% Deposit Due Prior to Shipping*****

**To ensure proper credit, please
include invoice number P0119618-01
on your remittance and forward to:**

Landscape Structures Inc
SDS 12-0395 PO Box 86
Minneapolis, MN 55486-0395

DEPOSIT AMOUNT \$64,778.00



UMPQUA BANK

Cashier's Check Receipt

Date Purchased: 05/21/2021

Purchaser: Rotary Club of Upper Kittitas County

Dollar Amount: \$1,350.00

Issuing Associate: Ronnie Obina

Issuing Store:

Cle Elum

201 East First Street

Cle Elum, WA 98922-0397

(509) 674-4438

*A new hobby, a new healthy activity, even
a new hairstyle - every day is an opportunity
to pursue your possibility.*

Below is a copy of your cashier's check issued

		1805004852
Rotary Club of Upper Kittitas County	May 21 2021	
Remitter		Date
Pay to the order of	National Fence*****	\$1,350.00
One Thousand Three Hundred Fifty and 00/100ths Dollars		
Memo #1408919 City Of Cle Elum		

~~2022~~
²⁰²³
2022 LODGING TAX EXPENDITURE REPORT
CITY OF CLE ELUM (JLARC)

ACTIVITY INFORMATION:

Year: 2023

Organization: Rotary Club Upper Killebuck County Foundation

Activity Name: Skate Park Phase 1

Activity Type: Event/Festival ☐ Marketing ☐ Facility ☒

Event/Festival- encompasses specific activities such as fairs, festivals, celebrations, etc.

Marketing- encompasses activities which advertise the municipality or town (if lodging tax funds were used to advertise for a specific event/festival, this expenditure falls under the "Event/Festival" category).

Facility- encompasses activities related to facility acquisition, upkeep, renovation, etc.

Start Date: May 2023

End Date: Oct 2023

Funds Requested: 35,000

Funds Awarded: 35,000

Total Activity Cost: 285,000

Notes:

OVERALL ATTENDANCE:

*Organizations should provide an estimate of the predicted attendance and a *method for determining the actual attendance. If lodging tax funds were used for an activity not expected to generate measurable attendance (such as a general marketing campaign or an expenditure related to facility upkeep), leave the field blank and use the Notes section to explain.*

Predicted: 1,000

Actual: 986

*Method: Indirect count

(See explanation of Method on last page)

Please Explain: *Enter notes about the specific type of method used to determine the attendance count (such as vehicle counts, etc.).*

Dru Bru had 493 tabs for the time period of the skate park Community Fundraiser and auction event. We estimated 2 people per tab.

ATTENDANCE 50+ MILES: *Determine the number of people who traveled more than 50 miles to attend the activity and select the method to tell us how the attendance was quantified.*

Predicted: 75

Actual: 26

*Method: Direct count

²⁰²³
CREATE 2022 LODGING TAX EXPENDITURE REPORT
FOR CITY OF CLE ELUM (JLARC) Continued

Please Explain: Enter notes about the specific type of method used to determine the attendance count (such as surveys or hotel room reservations, etc.).

we used Auctria an online fundraising platform to collect information about people attending the event including their zip code. we estimated 2 people per regular attendee.

ATTENDANCE OUT OF STATE, OUT OF COUNTRY: (number of people)

Predicted: 0 **Actual:** 0

***Method:** Direct count

Please Explain: Enter notes about the specific type of method used to determine the attendance count (such as vehicle counts, hotel room reservations, etc.).

we used auctria an online fundraising platform to collect information about people attending the event including their zip code.

ATTENDANCE PAID FOR OVERNIGHT LODGING:

Enter the total number of people who paid for overnight lodging while attending the activity. Organizations using lodging tax funds should quantify this figure and a method for determining it. If lodging tax funds were used for an activity not expected to generate measurable attendance (such as a general marketing campaign or an expenditure related to facility upkeep), leave the field blank and use the Notes section to explain.

Predicted: 75 **Actual:** 13

***Method:** Indirect count

Please Explain: Enter notes about the specific type of method used to determine the attendance count (such as vehicle counts, hotel room reservations, etc.).

we used auctria an online fundraising platform to collect information about people attending the event including their zip code. We assume out of area zip codes spent the night

PAID LODGING NIGHTS:

Enter the total number of lodging nights associated with this activity. A lodging night is one or more persons occupying a room for a single night. Organizations using lodging tax funds should quantify this figure and select the method used to determine it.

Predicted: 0 **Actual:** 13

***Method:** Indirect count

Please Explain: Enter notes about the specific type of method used to determine the number of lodging nights (hotel room reservations, interviews, raffle, etc.).

we used auctria an online fundraising platform to collect information about people attending the event including their zip code. we assume out of area zip codes spent the night

Lodging Tax Grant Final Report

Year: 2023

Organization: Rotary Club of Upper Kittitas County

Activity Name: Cle Elum Skatepark Construction Phase 1

Activity Type: Facilities

Start Date: May 2023

End Date: October 2023

Funds Requested: \$35,000

Funds Awarded: \$35,000

Total Activity Cost: \$285,000

General Attendance

Predicted: 1,000

Actual: 986

Method: Indirect Count

Please Explain: Dru Bru had 493 tabs for the time period of the skatepark Community Fundraiser and Auction event. We estimated 2 people per tab.

Attendance 50+ Miles

Predicted: 75

Actual: 26

Method: Direct Count

Please Explain: We used Auctria, an online fundraising platform, to collect information about people attending the event including their zip code. We estimated 2 people per registered attendee.

Attendance Out of State, Out of Country

Predicted: 0

Actual: 0

Method: Direct Count

Please Explain: We used Auctria, an online fundraising platform, to collect information about people attending the event including their zip code.

Attendance Paid for Overnight Lodging

Predicted: 75

Actual: 13

Method: Indirect Count

Please Explain: We used Auctria, an online fundraising platform, to collect information about people attending the event including their zip code. We assume out of area zip codes spent the night.

Paid Lodging Nights

Predicted: 0

Actual: 13

Method: Indirect Count

Please Explain: We used Auctria, an online fundraising platform, to collect information about people attending the event including their zip code. We assume out of area zip codes spent the night.



2024 Lodging Tax Fund Application

Name of Applicant: Upper Kittitas County Senior Center and
Boulet Theatre Productions

Name of Event: Community Theatre and Dinner Theatre Project:
Enhancing Arts and Culture in a Rural Setting.

Date Received: 4-10-24

Received By: Delia J

Lodging Tax Funds – General Information

The City of Cle Elum imposes a lodging tax assessed on the sale or charge made for furnishings of lodging according to RCW 67.28.180 and RCW 67.28.181. The committees' purpose is to advise and recommend to the legislative authority of the city how excise taxes on lodging should be allocated to support tourism which in turn generates revenue.

Uses According to Law:

According to State Statute funds awarded under this process may be used for the following:

1. Tourism marketing;
2. The marketing and operations of special events and festivals designed to attract tourists;
3. Supporting the operations of tourism-related facilities owned or operated by nonprofit organizations described under 26 U.S.C. Sec. 501 (c) (3) and 26 U.S.C. Sec. 501 (c) (6) of the internal revenue code of 1986, as amended.

Definitions included in state law which should be considered in any application requesting funding include:

- (1) **Tourism** means economic activity resulting from tourists, which may include sales of overnight lodging, meals, tours, gifts, or souvenirs.
- (2) **Tourism promotion** means activities, operations, and expenditures designed to increase tourism, including but not limited to advertising, publicizing, or otherwise distributing information for the purpose of attracting and welcoming tourists; developing strategies to expand tourism; operating tourism promotion agencies; and funding marketing or the operation of special events and festivals designated to attract tourists.
- (3) **Tourism-related facility** means real or tangible personal property with a usable life of three or more years, or constructed with volunteer labor that is: (a) (i) Owned by a public entity; (ii) owned by a nonprofit organization described under section 501 (c) (3) of the federal internal revenue code of 1986, as amended; or (iii) owned by a nonprofit organization described under section 501 (c) (6) of the federal internal revenue code of 1986, as amended, a business organization, destination marketing organization, main street organization, lodging association, or chamber of commerce and (b) used to support tourism, performing arts, or to accommodate tourist activities.

Review Process:

The Committee will review grant applications and award lodging tax funds for special events and festivals.

The Committee will compile the score sheets, rankings, and funding recommendations for further consideration.

Self-Sustaining is being able to provide for your own needs without the assistance of grant funds.

Supports County as a Tourism Destination means including strategies within your proposal which will assist in attracting tourists to our County during times of the year other than for your project/event alone. This may include cross-promotion agreements with other projects/events, it may include active marketing of other projects/events at your project/event, it may include referring attendees directly to other tourist opportunities in Kittitas County, etc.

Year-round means a project or event is ongoing and actively working to attract tourists for at least 6 months, and at least 3 seasons (Spring, Summer, Fall, Winter).

Applicant Categories and Eligibility:

Grants from lodging tax funds are provided for two types of applicants, New Projects/Events and Ongoing Event Support. An organization may only apply for funding from one category per year. The categories are defined as follows:

The **New Project/Events** category is for applications from events/projects which are within the first three years of existence. Applications may be considered in this category from established events (older than four years) which are proposing a new or expanded project designed to increase tourism as part of an ongoing event.

The **Ongoing Project/Event Support** category is for applications from established events (ongoing for more than four years) which may request continuing support. Grant awards are limited in this category to no greater than 10% of the event's expense budget. This category includes project/events which may be operating under a new board or organization, moving venues, changing dates, or implementing other non-substantial changes to a project/event which is ongoing for more than four years.

Other Information:

Insurance: As part of its contract for performance, a municipality may require contractors to maintain liability insurance in the amount of \$1,000,000 or more and name the municipality as an additional insured on its liability insurance policy.

Application Form: This packet is available at:

City of Cle Elum
119 West First Street
Cle Elum, WA 98922

Grant Preferences:

In the review of applications, the Lodging Tax Advisory Committee or designees will grant preference to those proposals which (1) increase tourism, and (2) demonstrate ability toward eventual self-sustainability. **Applications from non-for-profit organizations will be given preference over those from for-profit entities.**

Guidelines and Requirements for Advertising Expenditures of Lodging Tax:

Branding

Contractors who have been approved to utilize grant awards for advertising expenditures must incorporate appropriate City of Cle Elum information as follows:

A. Websites and Social Media Sites must include the City's tourism website logo with an operational link to the site(s). The logo must be displayed on the contractor's home page, it must be sized no smaller than ½ inch in height, and must be surrounded by appropriate white space to allow easy recognition and legibility. Contractors shall not change the logo(s) in color or appearance.

B. Print Advertising and Online Display Advertising of all types (including but not limited to newspaper, periodicals, flyers, posters, billboards, direct mail, e-newsletters, third-party websites, streaming displays, etc.) and must include the City's tourism

C. Online Advertising:

1. Online advertising and promotion may be reimbursed at 100% of the cost, including any production cost.
2. Streamed media (radio, television, other) requests for reimbursement must include a statement from the media provider specifying the percentage of recipients which are outside of Kittitas County. Reimbursements will be allowed for the percentage distributed outside of Kittitas County, including any production costs.

D. Direct Mail:

1. Direct mail advertising may be reimbursed at 100% of the cost, including any production cost, for each item mailed or shipped to a destination outside of Kittitas County. In order to receive reimbursement, a list of the addresses and a signed statement from the contractor that the list is accurate, or other proof of delivery, must be provided along with other required documentation.

E. Flyers/Posters:

1. Flyers or posters which are placed outside of Kittitas County may be reimbursed at 100% of the cost, including any production cost. In order to receive reimbursement, a list of the locations where flyers or posters were posted outside of Kittitas County and a signed statement from the contractor that the list is accurate must be provided along with other required documentation.

F. Radio Advertising:

1. Radio advertising placed with any media provider located outside of Kittitas County may be reimbursed at 100% of the cost, including any production cost.
2. Radio advertising placed with any media provider located inside of Kittitas County may be reimbursed as follows:
 - a. For date-specific events, advertising the day of the event and up to 7 days prior to the event may be reimbursed at 100% of the cost, including any production cost.
 - b. For seasonal or year-round events, or for date-specific events outside of the time-frame in Section 2 F, 2(a) above, advertising may be reimbursed at the rate of 30% of the total cost, including any production costs.

APPLICATION FOR LODGING TAX GRANT FUNDING

Application Year: 2024

Name of Organization: Upper Kittitas County Senior Center and Boulet Theatre Productions

Organization mailing address: P.O. Box 877

Cle Elum, WA 98922

Organization contact person & title: Loni Newin

Executive Director

Organization/contact phone: 509-674-7530

Email: centerdir23@gmail.com

Organization Website: centennial-center.org

Federal Tax ID Number: 91-1527674

UBI Number: 601 342 459

Organization is a (select one):

☐
☒
☐
☐

Government Entity

501(c)3

501(c)6

Other

(note: you must submit 501(c)3 or 501(c)6 approval documentation – see sample document)

Project/Event Name: Community Theatre and Dinner Theatre

Project/Event Date: July 5-8, 2024

Project/Event Location: Centennial Center

Amount of Funding Requested: \$2,500⁰⁰

For which funding category do you qualify (check one) (see instructions for definitions):

☒

New Project/Event

☐

Ongoing Project/Event Support

Estimated # of overnight stays: 100

Tourism Seasons: From the list below, what season will your project enhance tourism? Please indicate the appropriate season.

☐
☐
☐
☒

Season:

Year-round

Off season

Shoulder season

High season

Months:

January – December

November – February

October or March - May

June – September

APPLICATION QUESTIONS

Please answer each question completely, in the order listed, on a separate sheet attached to this application. Please include any supporting data within the response narrative.

1. Please provide a description of your project/event and identify the specific tourism audience/market that your organization will target with these funds. You must include an itemized list of exactly how any grant funds awarded will be utilized.
2. Please provide the following estimates of how any money received will result in increases in the number of people traveling for business or pleasure on a trip:
 - I. Away from their place of residence or business and staying overnight in paid accommodations;
 - II. To a place fifty miles or more away from their place of residence or business for the day or staying overnight; or
 - III. From another country or state outside of their place of residence or business.

You must provide the evidence utilized in determining your projections.

3. What tools will you use to measure your event's impact on tourism? Please be specific and provide examples. Include the following information:
 - I. Is your project/event year-round or is it seasonal or date-specific?
 - II. What strategies will you employ to assure you are attracting tourists from at least 50 miles away?
 - III. What strategies will you use to assist in marketing all of Kittitas County as a tourist destination with your event/project funding request?
4. Does your organization have, or have you applied for, grant funding from other sources? If not, why not? If yes, please list the available funding you have for the project, including any volunteer and in-kind sources, and/or the sources and amounts for which you have applied. Please note which funding sources are secured and in hand so a true matching fund determination may be determined. What changes would occur if the project couldn't be funded?
5. If your organization collaborates or has created partnerships with other organizations, other groups, or other events to cross-promote in an effort to encourage county-wide tourism, how is this accomplished?
6. Please explain what plans exist to allow this project to become self-sustaining. Include any plans for ticket sales, event sponsors, and other cost-recovery models.
7. **Additional information:** Provide any additional information which will assist the Committee in evaluating your project and its benefit to tourism. Please limit any additional written information to one page and any other additional attachments to 3 pages.
8. **Project Budget:** Please attach a copy of the complete budget for this project/proposal. If your agency operates independently of this project application it may not be

necessary to submit the entire agency budget. You must submit a budget which specifically pertains to the project/event for which you are requesting funding and adheres to the basic budget format shown below.

The budget must include anticipated revenues, expenditures, and any potential profit or loss. For projects/events which are ongoing for more than 1 year, please also submit actuals from the previous three years of operations for the project/proposal if applicable. Also, please supply any narratives necessary to understand the budget being submitted and list separately any in-kind or volunteer contributions.

Please assure your budget, and actuals from previous years (if applicable), are in the following basic format:

Revenues:

Cash
Donations/Sponsorships
Sales
Vendor Fees
Grants
Etc.

Total Revenues

In-Kind Contributions:

Volunteer Labor
Donated Services
Donated Materials
Etc.

Total In-kind

Expenses:

Venue
Insurance
Services
Advertising
Security
Etc.

Total Expenses

Profit/Loss (Revenue less Expenses)

9. Has your event received Lodging Tax funds in previous years?

Yes ☐

No ☒

If yes, please list each year and the amount received for that year.

All applicants must also provide the following information regarding the event/project:

A.	How many participants and spectators attended last year's activity and/or will attend this year?	Prior Year	Projected
		150	500

B. How many days did/will your event occur?

4 4

C. How many room nights were and /or will be booked as a result of your project/event?

(You must provide a verifiable source of information as evidence for your response to item C. Failure to do so will disqualify your application.)

0 100

10. **Application Certification:**

The applicant here certifies and affirms: 1. That it does not now, nor will it during the performance of any contract arising from this application, unlawfully discriminate against any employee, applicant for employment, client, customer, or other person who might benefit from said contract, by reason of age, race, color, ethnicity, sex, religion, military status, sexual orientation, creed, place of birth, or disability; 2. That it will abide by all relevant local, state and federal laws and regulations and; 3. That it has read the information contained in the Instructions on pages 1 and 2 and understands and will comply with all provisions thereof.

Certified by:

(signature)

Lori Nevin

Or sign here:

(print name)

Lori Nevin

Title:

Executive Director

Date:

4/8/2024

Lodging Tax Grant Application Rating Form

Criteria	Points Possible	Application Questions	Points Awarded
Partnerships	5 Yes = 5 No = 0	Question 5	
Length of Impact	15 Date specific = 5 Seasonal = 10 Year Round = 15	Question 3	
Attracts Tourists from at least 50 miles away	15 yes = up to 15 No = 0	Question 3	
Supports County as Tourism Destination	15 yes = up to 15 No = 0	Question 2, 3, 5, 7	
Attributable Lodging Stays	20 0 = 0 1-30 = 5 31-100 = 10 101-250 = 15 More than 250 = 20	Question 9	
Applicant's Matching Funds	20 Less than 5% = 0 5% - 25% = 5 25% - 49% = 10 50% - 99% = 15 100% or more = 20	Question 4, 8	
Sustainable Future Funding Identified	10 yes = 10 No = 0	Question 6	

Applicant Checklist

For applicant use prior to submission



My application title page states: Request for Proposals, Lodging Tax Fund (YEAR).



My application is for a new project/event and/or for an ongoing project/event as defined on page 2 of the application packet.



I have attached proof of non-profit status if applicable which matches the sample document provided.



I have included an itemized list in response to item 1 in the application of how any grant funds awarded will be utilized.



I have attached additional information in response to item 7 in the application, if needed, which includes written information limited to one page and other attachments limited to three pages.



I have attached a project budget, properly formatted according to item 8 in the application.



If this event is ongoing for more than one year, I have also submitted actual financial data from the previous three years if applicable, formatted properly according to item 8 in the application.



The application certification in item 10 is signed and dated by the proper authority.



I have included one copy of the entire original application according the submittal instructions on page 4.



My application is being delivered to:

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

Submission Checklist

For office use only

Please mark "yes" or "no" to each criteria below:

☐

Applicant filled out the proper application version for this grant cycle.

☐

Applicant answered each question.

☐

A budget is attached which includes revenues, expenses and anticipated profit or loss (plus previous 3 years actuals for ongoing projects/events).

☐

The applicant has signed and dated the certification statement required in item 10 of the application.

☐

The application was submitted on time.

☐

Proof of non-profit status is included (if applicable).

Please date stamp the application and initial.

LODGING TAX EXPENDITURE REPORT CITY OF CLE ELUM (JLARC)

ACTIVITY INFORMATION:

Year: _____

Organization: _____

Activity Name: _____

Activity Type: Event/Festival ☐ Marketing ☐ Facility ☐

Event/Festival- encompasses specific activities such as fairs, festivals, celebrations, etc.

Marketing- encompasses activities which advertise the municipality or town (if lodging tax funds were used to advertise for a specific event/festival, this expenditure falls under the "Event/Festival" category).

Facility- encompasses activities related to facility acquisition, upkeep, renovation, etc.

Start Date: _____

End Date: _____

Funds Requested: _____

Funds Awarded: _____

Total Activity Cost: _____

Notes:

OVERALL ATTENDANCE:

*Organizations should provide an estimate of the predicted attendance and a *method for determining the actual attendance. If lodging tax funds were used for an activity not expected to generate measurable attendance (such as a general marketing campaign or an expenditure related to facility upkeep), leave the field blank and use the Notes section to explain.*

Predicted: _____

Actual: _____

*Method: _____

(See explanation of Method on last page)

Please Explain: *Enter notes about the specific type of method used to determine the attendance count (such as vehicle counts, etc.).*

ATTENDANCE 50+ MILES: *Determine the number of people who traveled more than 50 miles to attend the activity and select the method to tell us how the attendance was quantified.*

Predicted: _____

Actual: _____

*Method: _____

LODGING TAX EXPENDITURE REPORT CITY OF CLE ELUM (JLARC) Continued

Please Explain: *Enter notes about the specific type of method used to determine the attendance 50+ miles count (such as surveys or hotel room reservations, etc.).*

ATTENDANCE OUT OF STATE, OUT OF COUNTRY: *(number of people)*

Predicted: _____ **Actual:** _____

***Method:** _____

Please Explain: *Enter notes about the specific type of method used to determine the attendance count (such as vehicle counts, hotel room reservations, etc.).*

ATTENDANCE PAID FOR OVERNIGHT LODGING:

Enter the total number of people who paid for overnight lodging while attending the activity. Organizations using lodging tax funds should quantify this figure and a method for determining it. If lodging tax funds were used for an activity not expected to generate measurable attendance (such as a general marketing campaign or an expenditure related to facility upkeep), leave the field blank and use the Notes section to explain.

Predicted: _____ **Actual:** _____

***Method:** _____

Please Explain: *Enter notes about the specific type of method used to determine the attendance count (such as vehicle counts, hotel room reservations, etc.).*

PAID LODGING NIGHTS:

Enter the total number of lodging nights associated with this activity. A lodging night is one or more persons occupying a room for a single night. Organizations using lodging tax funds should quantify this figure and select the method used to determine it.

Predicted: _____ **Actual:** _____

***Method:** _____

Please Explain: *Enter notes about the specific type of method used to determine the number of lodging nights (hotel room reservations, interviews, raffle, etc.).*

***Method:** Select the method used to determine the overall attendance from these categories to tell us how the overall attendance was quantified.

- **Direct Count:** Actual count of visitors using methods such as paid admissions or registrations, clicker counts at entry points, vehicle counts or number of chairs filled. A direct count may also include information collected directly from businesses, such as hotels, restaurants or tour guides, likely to be affected by an event.
- **Indirect Count:** Estimate based on information related to the number of visitors such as raffle tickets sold, redeemed discount certificates, brochures handed out, police requirements for crowd control or visual estimates.
- **Representative Survey:** Information collected directly from individual visitors/participants. A representative survey is a highly structured data collection tool, based on a defined random sample of participants, and the results can be reliably projected to the entire population attending an event and includes margin of error and confidence level.
- **Informal Survey:** Information collected directly from individual visitors or participants in a nonrandom manner that is not representative of all visitors or participants. Informal survey results cannot be projected to the entire visitor population and provide a limited indicator of attendance because not all participants had an equal chance of being included in the survey.
- **Structured Estimate:** Estimate produced by computing known information related to the event or location. For example, one jurisdiction estimated attendance by dividing the square footage of the event area by the international building code allowance for persons (3 square feet)
- **Please Explain:** Enter notes about the specific type of method used to determine the attendance count (such as vehicle counts, raffle tickets sold, etc.). You may also enter N/A or Other.



UPPER KITTITAS COUNTY SENIOR CENTER
P. O. Box 877, Cle Elum, WA 98922
<http://centennial-center.org>
509-674-7530, centerdir23@gmail.com

1. Please provide a description of your project/event and identify the specific tourism audience/market that your organization will target with these funds. You must include an itemized list of exactly how any grant funds awarded will be utilized.

The Event/Project Name:

Community Theatre and Dinner Theater Project to Enhance Arts and Culture in a Rural Setting

The Community Theater and Dinner Theater project within our beautiful rural community presents an opportunity to enrich the cultural fabric of our community's annual Pioneer Days and Independence Day celebrations.

This project fosters a new partnership between Boulet Theatre Productions and the Upper Kittitas County Senior Center with an aim to expand the capacity of the existing community theater group and add a dinner theater experience. The partnership will foster the arts and increase engagement. The project aims to expand the economic growth for Pioneer Days and the Upper Kittitas County businesses by bringing additional tourists and providing tourists and the community with this additional event.

The grant will provide funding to bring this project to the community especially with grant funds will to advertise the Theatre Productions more widely. We will advertise in the Wenatchee World, Yakima Herald and the Daily Record. The advertising to a wider audience reaching outside Kittitas County will bring tourists to our community, not just for the Theatre, but for businesses and organizations participating in Pioneer Days. Grant funds will flow to another community business, the Northern Kittitas County Tribune for graphic design services. The advertising, posters, online promotions will be professional and attract attendance.

2. Please provide the following estimates of how any money received will result in increases in the number of people traveling for business or pleasure on a trip:
 - i. **Away from their place of residence or business and staying overnight in paid accommodations;**
Results: Family, friends, and tourists from outside of Upper Kittitas County will be coming to the productions. No historical data has ever been collected to provide evidence for projections. We plan to capture the zip codes for every ticket sold to report on the actual economic impact of this project.
 - ii. **To a place fifty miles or more away from their place of residence or business for the day or staying overnight;**
Results: Family, friends, and tourists from outside of Upper Kittitas County will be coming to the productions. No historical data has ever been collected to provide evidence for projections. We plan to capture the zip codes for every ticket sold to report on the actual economic impact of this project.
 - iii. **or From another country or state outside of their place of residence or business.**
Results: Family, friends, and tourists from outside of Upper Kittitas County will be coming to the productions. No historical data has ever been collected to provide evidence for



UPPER KITTITAS COUNTY SENIOR CENTER
P. O. Box 877, Cle Elum, WA 98922
<http://centennial-center.org>
509-674-7530, centerdir23@gmail.com

projections. We plan to capture the zip codes for every ticket sold to report on the actual economic impact of this project.

You must provide the evidence utilized in determining your projections.

3. What tools will you use to measure your event's impact on tourism? Please be specific and provide examples. Include the following information:

i. Is your project/event year-round or is it seasonal or date-specific?

Seasonal and date specific.

ii. What strategies will you employ to assure you are attracting tourists from at least 50 miles away?

Advertising, promotion, and our online marketing will be done in Grant, Yakima, Douglas, King, and Chelan Counties and through the State of Washington Tourism site. We will submit press releases to radio stations, online calendars of events, chambers of commerce, and regional newspapers.

iii. What strategies will you use to assist in marketing all of Kittitas County as a tourist destination with your event/project funding request?

Advertising and promotional materials will include information about Pioneer Days events to encourage overnight stays and making the visit a weekend destination.

4. Does your organization have, or have you applied for, grant funding from other sources? If not, why not? If yes, please list the available funding you have for the project, including any volunteer and in-kind sources, and/or the sources and amounts for which you have applied. Please note which funding sources are secured and in hand so a true matching fund determination may be determined. What changes would occur if the project couldn't be funded?

Yes.

We have applied for a grant from the State of Washington Tourism for the Arts and Culture Grant. We will apply for a micro-grant from the Kittitas County Chamber of Commerce when it opens for applications.

No grant funds have yet been secured.

If the project cannot be funded through grants, the project will go forward anyway. The partners are aware that there is a risk of not receiving grants. Should that risk occur, the funds to carry out the project will be to use funds on hand. The objective of garnering seed money for future productions will change and be reduced to the objective of at least break even through ticket and bar sales.



UPPER KITTITAS COUNTY SENIOR CENTER
P. O. Box 877, Cle Elum, WA 98922
<http://centennial-center.org>
509-674-7530, centerdir23@gmail.com

5. **If your organization collaborates or has created partnerships with other organizations, other groups, or other events to cross-promote in an effort to encourage county-wide tourism, how is this accomplished?**

The Boulet Theatre Productions and Upper Kittitas County Senior Center have partnered for this project. Each organization brings their prior experience with events to collaborate on planning, initiating, executing this project. Each organization is well-known for their endeavors and each have a good reputation county-wide to carry out this type of project.

6. **Please explain what plans exist to allow this project to become self-sustaining. Include any plans for ticket sales, event sponsors, and other cost-recovery models.**

The budget details the plans for ticket sales, refreshments by donation, dinner and bar sales that will result in recovering project costs. The objective is to get enough revenue and experience on this collaborative effort, to have a baseline for future projects. The vision is that this project becomes an annual enterprise with sufficient financial and shared successes to elaborate further. For example, we would like the following year to have a mystery dinner theatre or other interactive show.

7. **Additional information: Provide any additional information which will assist the Committee in evaluating your project and its benefit to tourism. Please limit any additional written information to one page and any other additional attachments to 3 pages.**

Timeline

1. Initiate: March 15-April 1
2. Plan: April 1-July 1
3. Execute: May 1-July 9
4. Monitor and Control: May 1-July 9
5. Closure: July 9-July 15

Project Objectives:

1. **Growth:** The primary objective is to grow the existing community theater experience into a space already equipped with some of the necessary infrastructure for rehearsals and performances, but with more capacity than what has existed in the past.
2. **Dinner Theater:** Introduce a dinner theater format for one performance to enhance the audience experience and generate revenue to sustain the theater's and facility's operations.
3. **Arts and Culture:** Provide a platform for local performers to showcase their talents, and for the Senior Center to promote cultural diversity and artistic expression.
4. **Community Engagement:** Encourage active participation from the community through volunteer opportunities coming from the emerging collaboration of these two organizations.
5. **Economy:** Stimulate economic growth by attracting visitors, and providing another activity in the community during the annual Pioneer Days celebration. Support local businesses by offering this additional activity within the arts sector to engage visitors coming to the area for the annual celebration.

Venue: UKC Senior Center is a suitable venue for the project with factors including accessibility, capacity, and infrastructure. The rental space includes a stage, seating area, backstage facilities,



UPPER KITTITAS COUNTY SENIOR CENTER
P. O. Box 877, Cle Elum, WA 98922
<http://centennial-center.org>
509-674-7530, centerdir23@gmail.com

and kitchen. Rehearsals, set construction, backstage and sound equipment preparations, and setup/cleanup will take approximately 40 hours in the facility schedule.

Programming: Develop a theatrical production from a classic play to make it a contemporary performance, ensuring inclusivity and relevance to the community. Collaborate with local playwrights, directors, and performers to create an original work.

Dinner Theater: Partner with the Senior Center Chef to offer a package aligned with the production. Design a complementary menu with the theme of the performance, enhancing the overall entertainment experience.

Outreach: Organize auditions for the production aimed at nurturing emerging talents, fostering creative skills, and promoting theater arts literacy within the community. Outreach will extend to schools, community groups, and youth organizations to extend access.

Marketing: Implement a comprehensive marketing strategy utilizing various channels such as social media, print media, and community outreach to raise awareness about the project activities and to attract a diverse audience base. Develop promotional materials, including posters, flyers, and press releases, highlighting this unique offering of community theater and the dinner theater experience.

Volunteers: Recruit and train volunteers within our network to assist with various aspects of theater operations, including front-of-house management, ticket sales, ushering, and technical support. Provide opportunities for volunteers to gain valuable skills and experience.

Sustainability: Develop a sustainable business model that balances artistic integrity with financial viability. Plan revenue streams including ticket sales, dinner reservations, sponsorships, program advertisements, and grants to ensure longer-term sustainability of Boulet Theatre Productions and UKC Senior Center.

Outcomes:

1. **Cultural Enrichment:** The extension of the vibrant community theater and new dinner theater will enrich the cultural landscape of the community, providing residents and visitors with access to fun, quality theatrical performances and a congregate meal experience.
2. **Community Engagement:** The project will foster a sense of community engagement and ownership, with residents actively participating as performers, volunteers, and audience members, thereby strengthening social bonds and civic pride.
3. **Economic Impact:** The project will contribute to local economic development by attracting visitors, generating revenue for local businesses, and creating opportunities as this project is an ancillary activity of the annual Pioneer Days celebration.
4. **Artistic Development:** Emerging artists and performers will have opportunities to showcase their talents, receive mentorship and support, and lead to the growth and diversification of the local arts scene.
5. **Educational Opportunities:** The project will provide valuable learning experiences for aspiring artists and theater enthusiasts, nurturing creativity for all ages.

The Community Theatre and Dinner Theater Project will enhance arts and culture, community engagement, and stimulate economic development. By creating an inclusive space for artistic



UPPER KITTITAS COUNTY SENIOR CENTER
P. O. Box 877, Cle Elum, WA 98922
<http://centennial-center.org>
509-674-7530, centerdir23@gmail.com

expression and culture, the project will enrich the lives of residents and visitors and contribute to the vitality of the community.

The Community Theatre and Dinner Theater Project will have a significant impact on travel and tourism in the community through several avenues:

1. **Cultural Tourism Attraction:** The project will attract tourists interested in experiencing local arts and entertainment. Visitors from neighboring towns and cities, as well as tourists here for Pioneer Days may visit the community specifically to attend performances and enjoy the dinner theater experience.
2. **Destination Marketing:** The project's unique offerings will be marketed as part of the community's Pioneer Days celebration. Through targeted print and digital marketing campaigns, social media, and collaboration with the Pioneer Days committee, the project can attract a broader audience.
3. **Events Calendars:** The project's schedule of events will be integrated into the region's events calendars, promoting the community as a vibrant cultural destination. Tourists planning their visits can refer to these events calendars to schedule their trips around performances, boosting visitor numbers during a peak season.
4. **Enhanced Visitor Experience:** The live theater performances and a dinner theatre offer a unique and memorable experience for tourists. The opportunity to enjoy fun entertainment adds value to their visit and encourages positive word-of-mouth recommendations, attracting more visitors to the community in the long run.
5. **Promotion of Local Arts:** The community theater can showcase local performers, providing tourists with insight into the community's identity. This authentic experience appeals to travelers seeking meaningful connections with the destinations they visit, encouraging repeat visits and fostering a positive reputation for the community as a tourist destination.
6. **Jobs and Economic Impact:** The influx of tourists attending theater performances and participating in the dinner theater experience creates demand for other services, including hospitality, retail, and entertainment. This stimulates economic growth within the community, benefiting local businesses and residents.

The grant project for expanding the community theater and adding a dinner theater will support travel and tourism in the community by enhancing its Pioneer Days celebration, attracting visitors, stimulating economic activity, and promoting the community as a desirable destination for tourism. Through our partnerships, marketing, and the creation of this unique visitor experience, the project will contribute to the growth and sustainability of the local tourism industry.

Our destination community is rich in culture and talent yet lacks a dedicated space for performing arts experiences. Despite the presence of enthusiastic resident performers, the absence of a community theater limits opportunities for creative expression, engagement, and growth.

Currently, residents seeking live performances must travel outside the community, resulting in a loss of revenue and cultural vitality. Moreover, tourists visiting our destination often overlook cultural attractions due to the lack of centralized offerings and immersive experiences.

This project addresses these pressing needs by providing an expanded venue for theatrical productions. By trying out this space for artistic collaboration and community engagement, the



UPPER KITTITAS COUNTY SENIOR CENTER
P. O. Box 877, Cle Elum, WA 98922
<http://centennial-center.org>
509-674-7530, centerdir23@gmail.com

project will foster a sense of pride and identity among residents while attracting visitors seeking authentic performing art experiences.

Furthermore, the integration of a dinner theater concept adds a unique dimension, appealing to both locals and tourists alike. This approach not only enhances the entertainment value but also stimulates economic activity by supporting local businesses.

The need for an expanded community theater and new dinner theater in our destination community is fulfilling the cultural aspirations of residents, attracting visitors, and supporting our local economy. With your grant support, we can transform this vision into a reality, enriching the lives of our community members and creating lasting memories.

Incorporating safety and security, accessibility, and inclusion into the grant project by relocating theater production performances to an ADA-compliant facility with greater capacity, better infrastructure, more free parking, and a commercial kitchen set up for the dinner theater entails several key considerations:

Safety and Security: The Senior Center facility is equipped with modern safety features, including fire alarms, emergency exits, and adequate lighting, ensuring the safety of patrons, performers, and staff during theater productions and dinner events. Security measures such as surveillance cameras and controlled access points will be implemented to safeguard the premises and mitigate potential risks.

Accessibility: Moving to the ADA-compliant facility makes accessibility better for individuals with disabilities, having ramps, designated parking, and designated seating areas in place to accommodate wheelchair users and those with mobility impairments. The audio technician will provide optimized sound, enhancing the overall theater experience.

Inclusion: Programming at the theater will feature diverse and inclusive performances that represent the community's varied cultural backgrounds, identities, and experiences, fostering a sense of belonging for all audience members. Low-price tickets make the theater performances accessible to underserved communities, including low-income individuals, seniors, and youth, promoting social equity and inclusion.

Capacity and Infrastructure: The facility's increased capacity will accommodate larger audiences, reducing overcrowding and ensuring comfortable seating arrangements for patrons attending the theater productions and dinner event.

Parking: The availability of ample free parking at the facility will ease accessibility for patrons, eliminating concerns about parking availability and reducing barriers to attendance. Designated accessible parking spaces are provided close to the entrance with automatic doors, prioritizing convenience and ease of access for individuals with disabilities.

Commercial Kitchen for Dinner Theater: The kitchen is tailored for events and the Chef will ensure the efficient preparation and service of meals, meeting industry standards for food safety and hygiene. Vegetarian preferences will be accommodated in the menu.

8. **Project Budget:** Please attach a copy of the complete budget for this project/proposal. Attached.

Dinner Theatre and Theatre Production (ancillary to Pioneer Days) - 2024

EXPENSE	CASH	DONATIONS/SPONSORSHIPS	SALES	VENDOR FEES	GRANTS	IN KIND	TOTAL EXPENSES
Marketing							
Posters	\$ 300.00	\$ 300.00					\$ 600.00
PR	\$ 50.00						\$ 50.00
Advertisements	\$ 500.00	\$ 500.00					\$ 1,000.00
Ticket paper	\$ 50.00	\$ 50.00					\$ 100.00
Tickets	\$ 75.00	\$ 75.00					\$ 150.00
Programs	\$ 20.00		\$ 130.00				\$ 150.00
TOTAL Marketing							\$ 2,050.00
Production							
Costumes	\$ 500.00						\$ 500.00
Royalties and Scripts	\$ 1,000.00						\$ 1,000.00
Set construction materials	\$ 500.00						\$ 500.00
Audio Tech & Equipment	\$ 500.00						\$ 500.00
Pianist	\$ 500.00						\$ 500.00
TOTAL Production							\$ 3,000.00
Facilities							
Centennial Center						\$ 3,800.00	\$ 3,800.00
Kitchen and wares						\$ 500.00	\$ 500.00
Janitorial and garbage	\$ 300.00						\$ 300.00
Setup and Cleanup	\$ 260.00						\$ 260.00
TOTAL FACILITIES							\$ 4,860.00
Food & Refreshments							
Food & Refreshments						\$ 250.00	\$ 250.00
Bar	\$ 200.00						\$ 200.00
Soda	\$ 100.00						\$ 100.00
Dinner and dessert	\$ 5,000.00						\$ 5,000.00
Coffee and water						\$ 200.00	\$ 200.00
Disposables	\$ 50.00						\$ 50.00
Chef	\$ 200.00						\$ 200.00
TOTAL Food & Refreshments							\$ 6,000.00
Administrative							
Administrative	\$ 100.00	\$ 100.00				\$ 300.00	\$ 500.00
TOTAL Administrative							
TOTAL EXPENSES	\$ 10,205.00	\$ 1,025.00	\$ 130.00	\$ -	\$ -	\$ 5,050.00	\$ 16,410.00
REVENUES	CASH	DONATIONS/SPONSORSHIPS	SALES	VENDOR FEES	GRANTS	IN KIND	TOTAL REVENUES
Ticket Sales			\$ 4,000.00				\$ 4,000.00
Dinner Theatre ticket sales			\$ 14,000.00				\$ 14,000.00
SWT Arts and Culture Grant					\$ 5,000.00		\$ 5,000.00
KC Lodging Micro-Grant					\$ 2,500.00		\$ 2,500.00
Cle Elum Lodging Tax Grant					\$ 1,000.00		\$ 1,000.00
Business sponsors		\$ 500.00					\$ 500.00
Bar			\$ 500.00				\$ 500.00
Refreshments		\$ 100.00					\$ 100.00
TOTAL REVENUE	\$ -	\$ 600.00	\$ 18,500.00	\$ -	\$ 8,500.00	\$ -	\$ 27,500.00
PROFIT/LOSS	\$ (10,205.00)	\$ (425.00)	\$ 18,370.00	\$ -	\$ 8,500.00	\$ (5,050.00)	\$ 11,090.00



STATE OF
WASHINGTON

Nonprofit Corporation

UPPER KITTITAS COUNTY SENIOR CENTER
719 E 3RD ST
CLE ELUM WA 98922-1305

TAX REGISTRATION - ACTIVE

BUSINESS LICENSE

Issue Date: Dec 14, 2023

Unified Business ID #: 601342459

Business ID #: 001

Location: 0002

Expires: Sep 30, 2024

SENIOR CENTER #400548 - ACTIVE

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

Director, Department of Revenue

UBI: 601342459 001 0002

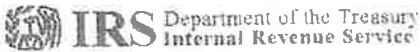
STATE OF WASHINGTON

Expires: Sep 30, 2024

UPPER KITTITAS COUNTY SENIOR
CENTER
719 E 3RD ST
CLE ELUM WA 98922-1305

TAX REGISTRATION - ACTIVE
SENIOR CENTER #400548 - ACTIVE

Page 262 of 271



ATLANTA GA 39901-0001

In reply refer to: 3553611356
Feb. 13, 2024 LTR 147C 0
91-1527674 000000 00
00002146
BODC: TE

UPPER KITTITAS COUNTY SENIOR CENTER
PO BOX 877
CLE ELUM WA 98922

065322

Employer identification number: 91-1527674

Dear Taxpayer:

Thank you for your inquiry of Feb. 05, 2024.

Your employer identification number (EIN) is 91-1527674. Please keep this letter in your permanent records. Enter your name and EIN on all federal business tax returns and on related correspondence.

You can get any of the forms or publications mentioned in this letter by visiting our website at [IRS.gov/forms](https://www.irs.gov/forms) or by calling 800-TAX-FORM (800-829-3676).

If you have questions, you can call us at 800-829-0115.

If you prefer, you can write to us at the address at the top of the first page of this letter.

When you write, include a copy of this letter, and provide your telephone number and the hours we can reach you in the spaces below.

Telephone number 509 674-7530 Hours MF 8A-2P

Keep a copy of this letter for your records.

Thank you for your cooperation.



STATE of WASHINGTON SECRETARY of STATE

I, **Ralph Munro**, Secretary of State of the State of Washington and custodian of its seal, hereby issue this

CERTIFICATE OF INCORPORATION

to

UPPER KITTITAS COUNTY SENIOR CENTER

a Washington Non Profit corporation. Articles of Incorporation were filed for record in this office on the date indicated below:

U.B.I. Number: 601 342 459

Date: September 23, 1991

Given under my hand and the seal of the State of Washington, at Olympia, the State Capitol

Ralph Munro, Secretary of State

2-447341-5

Youth
Prevention
After-School
Mentoring
Programs
Community Builders

March 26, 2024

To Whom It May Concern,

I am writing this in support of your funding the grant application submitted by the UKC Senior Center and Boulet Theatre Production Company for their upcoming production. As an allied agency I have seen first-hand the dedication these organizations have to our community.

UKC Senior Center and Boulet Theatre serve the community with important contributions of cultural enrichment, social engagement, and artistic expression. Their commitment to providing opportunities for community members to participate in theatrical productions not only fosters creativity and self-expression but also promotes intergenerational connections and a sense of belonging.

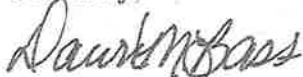
Having attended previous productions facilitated by the Boulet Theatre Production Company, I can attest to the exceptional quality of their work. Each production is a testament to the dedication, talent, and collaborative spirit of the participants involved. These productions are fun! They are platforms for community members to showcase their abilities, challenge stereotypes associated with age in an intergenerational setting, and inspire audiences of all ages.

Grant funds would greatly enhance the capacity to produce this next production. These funds would enable them to secure necessary resources such as scripts and royalties, costumes, set design materials, venue rental, marketing campaigns, and technical equipment, a professional pianist, and more all ensuring that their vision can be fully realized.

Investing in the UKC Senior Center and Theatre Production Company aligns with the grant organization's mission to support initiatives that promote community engagement, collaboration, and cultural enrichment, and to showcase the Senior Center 10,000 square foot facility as a tourism asset. By supporting this application, you would not only be contributing to the success of these two deserving organizations but also boosting the local economy by attracting overnight visitors who are interested in experiencing this artistic and cultural offering.

In conclusion, I wholeheartedly endorse the grant application submitted by the UKC Senior Center and Boulet Theatre Production Company. Their commitment to artistic excellence, community engagement, and the well-being of seniors makes them deserving recipients of your support. Thank you for considering their application, and I remain available should you require any further information.

Sincerely,



Dawn M. Bass
Executive Director
Community Builders



Ph. 844.831.4673
www.hopesource.us
info@hopesource.us

Upper Kittitas County Senior Center Letter of Support

March 28, 2024

To whom it may concern,

HopeSource submits this letter in support of the Upper Kittitas County Senior Center (UKCSC) and Boulet Theatre Production Company (Boulet) for their upcoming production. UKCSC is a valued partner in serving our community. We have not directly partnered with Boulet, though as a community member, I have seen the impact of their organization to our community in providing arts & culture and social connection. Both organizations contribute to the social enrichment and cultural growth of Upper Kittitas County residents.

Investing in the UKCSC and Boulet aligns with this grants desire to promote community engagement, collaboration, and cultural enrichment. It showcases the Senior Center's 10,000 square foot facility as a tourism asset.

HopeSource offers its full support to the work of UKCSC and the success of Boulet. We are honored to partner with the work they are accomplishing among our seniors and other community members. Thank you for considering this application.

Sincerely,

Susan Grindle
CEO
HopeSource

Ellensburg
606 W 3rd Ave
Ellensburg, WA 98926
509.925.1448

Cle Elum
110 N Pennsylvania Ave
Cle Elum, WA 98922
509.925.1448

Moses Lake
1000 W Ivy Ave
Moses Lake, WA 98837
509.707.0179

Wenatchee
11 Spokane St Suite 101
Wenatchee, WA 98801
509.888.5288



Kittitas County, Washington

BOARD OF COUNTY COMMISSIONERS

District One
Cory Wright

District Two
Laura Osiadacz

District Three
Brett Wachsmith

26 March 2024

I am writing a letter in support of the request submitted by the UKC Senior Center and Boulet Theatre Production Company for their upcoming production. Kittitas County has partnered with the UKC Senior Center for many years and appreciates the contributions this facility makes to the community.

UKC Senior Center and Boulet Theatre Production Company serve the community with important contributions of cultural enrichment, social engagement, and artistic expression. Their commitment to providing opportunities for community members to participate in theatrical productions not only fosters creativity and self-expression but also promotes intergenerational connections and a sense of belonging.

Investing in the UKC Senior Center and Theatre Production Company collectively will promote community engagement, collaboration, and cultural enrichment. By supporting this application, you would not only be contributing to the success of these two deserving organizations but also boosting the local economy by attracting overnight visitors who are interested in experiencing this artistic and cultural offering.

In conclusion, I wholeheartedly endorse the grant application submitted by the UKC Senior Center and Boulet Theatre Production Company. Their commitment to artistic excellence, community engagement, and the well-being of seniors makes them deserving recipients of your support. Thank you for considering their application, and I remain available should you require any further information.

Sincerely,

A handwritten signature in black ink, appearing to read "Laura Osiadacz", is written over a horizontal line.

Laura Osiadacz, Vice-Chairman
Kittitas County Commissioner



LAUGHOR-01

CFOUTZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/4/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Acrisure Northwest Partners Insurance Services, LLC 19401 40th Ave W, Suite 440 Lynnwood, WA 98036	CONTACT NAME:	
	PHONE (A/C, No, Ext): (800) 442-1281	FAX (A/C, No): (425) 291-5100
INSURED Laughing Horse Arts Foundation PO Box 214, Ellensburg, WA 98926	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : American Alternative Insurance Corporation	
	NAIC # 19720	
	INSURER B :	
	INSURER C :	
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			N1A2RL000001312	6/1/2023	6/1/2024	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below:	Y / N	N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Upper Kittitas County Senior Center 719 E Third St. Cle Elum, WA 98922	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--



LAUGHOR-01

CFOUTZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/4/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Acrisure Northwest Partners Insurance Services, LLC 19401 40th Ave W, Suite 440 Lynnwood, WA 98036	CONTACT NAME:		
	PHONE (A/C, No, Ext): (800) 442-1281	FAX (A/C, No): (425) 291-5100	
INSURED Laughing Horse Arts Foundation PO Box 214, Ellensburg, WA 98926	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : American Alternative Insurance Corporation		19720
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			N1A2RL000001312	6/1/2023	6/1/2024	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COM/OP AGG \$ 10,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y ☒ N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City of Cle Elum
719 E Third St.
Cle Elum, WA 98922

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



KITTITAS COUNTY WASHINGTON



TAXSIFTER

[SIMPLE SEARCH](#) [SALES SEARCH](#) [COUNTY HOME PAGE](#) [CONTACT](#) [DISCLAIMER](#)
[PAYMENT CART\(0\)](#)

Mike Hougardy
Kittitas County Assessor 205 W 5th Ave Ste 101 Ellensburg WA 98926

Assessor Treasurer Appraisal MapSifter

Parcel

Parcel#: 853335 **Owner Name:** WALKER, SUSAN L
DOR Code: 91 - Undeveloped - Land **Address1:**
Situs: 125 W FIRST ST, CLE ELUM 98922 **Address2:** PO BOX 454
Map Number: 20-15-26051-0411 **City, State:** CLE ELUM WA
Status: **Zip:** 98922-0454
Description: CLE ELUM; CLE ELUM ORIGINAL LOTS 11 & 12; BLOCK 4
Comment:

2024 Market Value		2024 Taxable Value		2024 Assessment Data	
Land:	\$143,000	Land:	\$143,000	District:	28 - CICE SD404 H2 CO COF ST
Improvements:	\$0	Improvements:	\$0	Current Use/DFL:	No
Permanent Crop:	\$0	Permanent Crop:	\$0	Senior/Disability Exemption:	No
Total	\$143,000	Total	\$143,000	Total Acres:	0.00000

Ownership

Owner's Name	Ownership %	Owner Type
WALKER, SUSAN L	100 %	Owner

Sales History

Sale Date	Sales Document	# Parcels	Excise #	Grantor	Grantee	Price
06/20/23	2023-934	1	2023-934	CAPLE, PETER N & DIANA L	WALKER, SUSAN L	\$0
04/13/01	12377	1	12377	GUZZIE, GARY G.	CAPLE, PETER N & DIANA L	\$115,000

Building Permits

No Building Permits Available

Historical Valuation Info

Year	Billed Owner	Land	Impr.	PermCrop Value	Total	Exempt	Taxable
2024	WALKER, SUSAN L	\$143,000	\$0	\$0	\$143,000	\$0	\$143,000
2023	WALKER, SUSAN L	\$143,000	\$0	\$0	\$143,000	\$0	\$143,000
2022	CAPLE, PETER N & DIANA L	\$143,000	\$0	\$0	\$143,000	\$0	\$143,000
2021	CAPLE, PETER N & DIANA L	\$143,000	\$0	\$0	\$143,000	\$0	\$143,000
2020	CAPLE, PETER N & DIANA L	\$143,000	\$0	\$0	\$143,000	\$0	\$143,000

[View Taxes](#)

Parcel Comments

Property Images

Click on an image to enlarge it.



1.0.8368.16162

Data current as of: 4/9/2024 3:54 PM

TX_RollYear_Search: 2024