

**2017 LODGING TAX SERVICES AGREEMENT
BETWEEN KITTITAS COUNTY AND THE CITY OF CLE ELUM**

This Contract, effective August 1, 2017 is made and entered into by and between KITTITAS COUNTY ("County"), a subdivision of the State of Washington, and the City of Cle Elum ("Contractor").

WHEREAS, the purpose of this Agreement is to provide for Tourism-Related, Small-Scale Municipality-Owned Capital Projects relating to activities and expenditures designed to increase tourism,

NOW THEREFORE, in consideration of the terms and conditions contained herein, or attached and incorporated and made a part hereof, the County and the Contractor mutually agree as follows:

Section 1. Scope of Work.

- a. Contractor shall provide the services and staff described in its **Application for Lodging Tax Funds** submitted to the Lodging Tax Advisory Committee, attached hereto as **Exhibit "A"** which is attached hereto and incorporated herein by this reference.
- b. Except as otherwise specifically provided in this Agreement, Contractor shall furnish the following as required to perform the services, described in Paragraph (a) above, in accordance with this Agreement: Personnel, labor and supervision; technical, professional and other services. All such services, property and other items furnished or required to be furnished, together with all other obligations performed, or required to be performed, by Contractor under this Agreement are collectively referred to herein as "Services."

Section 2. Payment.

- a. As full compensation for satisfactory performance of the Contractor's Services, the County agrees to pay Contractor the sum of seventeen thousand, five hundred dollars (\$17,500.00) to be used for the City of Cle Elum capital project- Downtown Revitalization.
- b. Additional payment terms: The County will make payment to the Contractor only on a reimbursement basis, as receipts for any items are submitted to the County, not to exceed the sum of seventeen thousand, five hundred dollars (\$17,500.00) to be used for City of Cle Elum capital project-Downtown Revitalization.
- c. Services/Expenses that are reimbursed must be dated during the 24 (twenty-four) months (or two years) of the date of the Agreement and final date to submit reimbursements requests is August 1, 2019 after this date funds lapse.
- d. Requests for reimbursements must be submitted to:
Kittitas County Auditor

Attn: Judy Pless
205 West 5th Ave – Suite 105
Ellensburg, WA 98926
auditoraccounting@co.kittitas.wa.us

- e. Reporting requirements of your events will be required on prescribed forms from the County Auditor.

Section 3. Performance by Contractor.

- a. Contractor shall not (by contract, operation of law or otherwise) delegate or subcontract performance of any Services to any other person or entity without the prior written consent of the County. Any such delegation or subcontracting without the County's prior written consent shall be voidable at the County's option.
- b. Contractor shall at all times be an independent contractor and not an agent or representative of the County with regard to performing the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of the County. In no event shall Contractor be authorized to enter into any Agreement or undertaking for or on behalf of the County. It is understood that the Contractor and the Contractor's staff and employees are not employees of the County and are not, therefore, entitled to any benefits provided employees of the County.
- c. Contractor shall comply with all applicable laws, ordinances, rules, regulations, orders, licenses, permits, and other requirements, now or hereafter in effect, of any governmental authority (including, but not limited to, such requirements as may be imposed upon the County and applicable to Services). Contractor shall furnish such documents as may be required to effect or evidence such compliance. All laws, ordinances, rules, and orders required to be incorporated into agreements of this character are incorporated into this Agreement by this reference. Contractor agrees to obtain all required licenses and permits, and further agrees to keep them in full force and effect during the term of this Agreement.
- d. The County and the Contractor agree that in fulfilling the terms and conditions of this Agreement neither shall discriminate on the basis of race, creed, color, national origin, age, sex, marital status, or the presence of a physical, sensory, or mental handicap.
- e. The Services shall at all times be subject to inspection by and approval of the County, but the County's making (or failure or delay in making) such inspection or approval shall not relieve Contractor of its responsibility to perform the Services in accord with this Agreement, notwithstanding the County's knowledge of defective or non-complying performance, or the substantiality or ease of discovering the same. Contractor shall provide the County with sufficient, safe, and proper facilities and equipment for such inspection and free access to such facilities.
- f. This contract is subject to review by any Federal or State auditor. Contractor shall promptly furnish the County or its designee, or such Federal or State auditor with such information related to the Services as may be requested by the applicable governmental entity.

Contractor shall preserve and maintain all financial records and records relating to performance of Services under this Agreement for six (6) years after contract termination. For such duration after the County makes final payment of compensation due hereunder, Contractor shall provide the County access to (and the County shall have the right to examine, audit and copy, with or without notice) all of Contractor's books, documents, papers and records related to the Services or this Agreement.

- g. Contractor understands and acknowledges that Contractor is solely responsible for its own reporting and accounting of all state, federal, social security, and local taxes, of every nature, arising from Contractor's performance of this Agreement. All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accord with the applicable IRS regulations.

Section 4. Release, Indemnity, and Hold Harmless.

The County assumes no liability for the Contractor's actions under this Agreement. Contractor releases and shall defend, indemnify, and hold harmless the County, its officers and employees, agents, representatives, attorneys and/or volunteers, from and against all claims, costs, liabilities, damages, and expenses, (including, but not limited to, reasonable attorney fees) which arise or may arise or be alleged to arise out of or by reason of this Agreement including:

- Any fault, negligence, strict liability or product liability of Contractor in connection with the Services for this Agreement;
- Any lien asserted upon any property of the County in connection with the Services for this Agreement;
- Any failure of Contractor, or of the Services, to comply with any applicable law, ordinance, rule, regulation, order, license, permit and other requirement, now or hereafter in effect, of any governmental authority; or
- Any breach of or default under this Agreement by Contractor.

Section 5. Compliance with Public Records Law.

- a. In compliance with Washington's public records law, the County will retain copies of any documents associated with this Agreement, which may be required by law unless legally exempt from such retention, for any applicable legally required retention period.
- b. In the event a public records request is made to the County for documents created in relation to this Agreement, should legal uncertainty arise regarding the disclosability of any documents under federal or state public records laws, the County shall provide notice to Contractor pursuant to Washington's public records act, chapter 42.56 RCW, to allow Contractor to seek a court injunction.
- c. The County specifically shall not be liable to Contractor for the County's release under public records laws of any documents not protected by trademark, copyright or other law.

Section 6. Industrial Insurance Waiver.

With respect to performance of this Agreement and as to any claims against the County, its Additional Insureds, officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to Contractor's employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. **This waiver is mutually negotiated by the parties to this Agreement.**

Section 7. Insurance and Endorsements.

- a. The County may require through a request in writing that the Contractor provide the County with a certificate, binder, or policy of liability insurance, acceptable to the County in an amount specified by the County.
- b. Such liability insurance shall be such as will protect Contractor, its employees, agents and representatives, from all claims, losses, harm, costs, liabilities, damages and expenses arising out of personal injury (including death) or property damage that may result from performance of the Services or this Agreement, whether such performance is by Contractor or any of its employees, agents or representatives.
- c. Should the County require such liability insurance, the Contractor agrees to provide proof of insurance prior to commencing performance of this Agreement.
- d. Copies of the County's written request and the insurance documents provided by Contractor shall be attached to this Agreement and by this reference will be made part hereof.
- e. Where insurance is requested by the County, all liability insurance policies shall be endorsed to include the County as an Additional Insured and shall stipulate that the insurance afforded by the policies shall be primary insurance, and that any insurance, self-insured retention, deductibles, or risk retention trusts maintained or participated in by the Parties shall be excess and not contributory to any other insurance maintained by the County. Contractor shall furnish the County a certificate of insurance with Endorsement as evidence that the required policies are in full force and effect.

Section 8. Termination.

The County may, by written notice thereof to Contractor, terminate this Agreement as to all or any portion of the Services not yet performed, whether or not Contractor is in breach or default. Upon receiving such notice of termination, Contractor shall, except as otherwise directed by the County, immediately stop performing the Services to the extent specified in the notice. In the event the County terminates the Contractor's Services, the Contractor is obligated and hereby agrees to refund to the County all monies paid for Services not yet rendered by the Contractor, if any, as of the date of the notice of termination.

Section 9. Miscellaneous.

- a. Contractor shall not (by contract, operation of law or otherwise) assign this Agreement or any right or interest in this Agreement without the County's prior written consent.
- b. This Agreement embodies the entire Agreement between the County and Contractor, and supersedes any and all prior oral or written communications, proposals, conditions, promises, representations, or understandings regarding the Services. No change, amendment or modification of any provision of this Agreement shall be valid unless set forth in a written amendment to the Agreement signed by both parties.
- c. Notice for any purpose under this Agreement, except service of process, shall be given by the Contractor to the Kittitas County Commissioners and the Kittitas County Auditor, 205 West 5th Ave. Ellensburg, WA 98926. For all purposes under this Agreement, any notice by the County to the Contractor shall be given to the Contractor's address provided on the signature page. Notice may be given by delivery or by depositing in the U.S. Mail, first class, postage prepaid, certified mail, return receipt requested.
- d. The section and paragraph headings of this Agreement are for reference convenience only and are not intended to restrict, affect or be of any weight in interpreting or construing the provisions of such sections or paragraphs.
- e. This Agreement may be executed in one or more counterparts and by facsimile, each of which will be deemed an original, but all of which together will constitute one and the same instrument.
- f. Contractor warrants to the County that the individual signing on Contractor's behalf has the requisite power and authority to enter into and to perform Contractor's obligations under this Agreement. Contractor further warrants to the County that Contractor has made no misrepresentation or misleading statement in connection with this Agreement, and is not in violation of any applicable law, ordinance, or regulation the consequence of which will or may materially affect Contractor's ability to perform its obligations under this Agreement.
- g. If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect the other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this Agreement are declared severable.
- h. The exclusive venue for any action brought to enforce this Agreement or any of its terms shall be in Kittitas County, State of Washington.

KITTITAS COUNTY

BOARD OF COUNTY COMMISSIONERS

CONTRACTOR

Chair

[Print Name]

Vice Chair

Commissioner

[Address]

[Telephone]

ATTEST: _____
_____, Clerk of the Board

APPROVED AS TO FORM:

Deputy Prosecuting Attorney



Lodging Tax for Tourism-Related, Small-Scale Municipality-Owned Capital Projects and Operations

JUN 23 2017

Submission Deadline: June 23, 2017

Kittitas County Commissioners
205 W 5th Avenue, Suite 108, Ellensburg, WA 98926
509-962-7508

Lodging Tax for Tourism-Related, Small-Scale Municipality-Owned Capital Projects and Operations General Information

Kittitas County 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. In accordance with the tax and Washington State law, a Lodging Tax Advisory Committee has also been established. The committee's purpose is to advise and recommend to the Board of County Commissioners how excise taxes on lodging should be allocated to support tourism which in turn generates revenue.

Uses According to Law:

RCW 67.28.1816 states the following:

Lodging tax revenues under this chapter may be used, directly by any municipality or indirectly through a convention and visitor bureau or destination marketing organization for: ...(c) Supporting the operations and capital expenditures of tourism-related facilities owned or operated by a municipality...

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 organizations, main street organization, lodging association, or chamber of commerce; and (b) used to support tourism, performing arts, or to accommodate tourist activities.

Review Process:

Kittitas County's Lodging Tax Advisory Committee (LTAC) will review all complete applications. Qualifying applicants will be provided the opportunity to present their projects to the LTAC and answer questions. Capital project applications will be scored based on the information provided by the applicant, ranked, and funding recommendations with supporting information will be submitted to the Kittitas County Board of Commissioners. The ranking will determine, generally, the order in which the applications will be considered for funding from the highest being considered first to the lowest receiving the last consideration. However, all municipalities which submit at least one qualifying application in a given year must receive funding consideration before a second application from a municipality which has been recommended for a funding award is considered. The Board of County Commissioners (BOCC) has final approval authority for the list of recommendations.

Prior to making a final decision, the BOCC will publicly deliberate on the recommendations received from the LTAC. Applicants may also be requested to present their projects to the BOCC and answer questions.

Scoring sheets utilized by the LTAC to rank applications for capital projects are included in this packet for your reference and information. **Applications which do not receive a minimum score of at least 75 points, do not provide at least 50% matching funds, or do not follow the submission instructions will not be considered for funding.**

Application Definitions:

Below is a list of terms and phrases which have a specific meaning within this application. It may be helpful for you to review these as you prepare responses so that a better understanding of the reviewer's expectations may be obtained.

Capital Asset is any type of property that has a useful life longer than one year and is valued at over \$5,000.00.

Construction or "Hard" Costs are the direct contractor costs for labor, material, equipment and services; contractor's overhead and profit, and other direct construction costs. These costs do not include the compensation paid to architects, engineers, or consultants, the cost of land, right-of-ways, or other similar costs.

Matching Funds is the amount of funding your organizations has secured and is contributing to the project. This includes both direct and indirect support. Direct funds can be in the form of cash funding from your organization or funding secured elsewhere but dedicated to the project 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 supplied by your organization and others.

Municipality is an incorporated city, county, or town.

Real Property is fixed property, principally land and buildings.

Small Scale capital projects are defined as those which request funding support of less than \$50,000.

Soft Costs are cost items in addition to the direct construction cost. These generally include architectural and engineering, permits and fees, financing fees, construction interest and operating expenses, leasing and real estate commissions, advertising and promotion, and supervision.

Tourist is a person 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.

SUBMITTAL INSTRUCTIONS

Please return **ONE COPY** of the entire original application and answers to narrative questions to:

Kittitas County Commissioners
Attn: Lodging Tax Grant Application
205 West 5th, Suite 108, Ellensburg, WA 98926

Applications must be received no later than 5:00 PM, June 23, 2017 or postmarked no later than June 23, 2017.

Incomplete and/or late applications will not be considered. Applications may not be changed or amended by the applicant after the deadline for submission

Schedule:

- | | |
|--|----------------------|
| ▪ Application deadline | 6/23/2017 |
| ▪ Oral presentations of proposals to LTAC | 7/20/2017 |
| ▪ BOCC Deliberation and Decision | 8/1/2017 |
| ▪ Applicant Award Notification and fund availability | 9/1/2017 (Tentative) |

Project Management:

Successful applicants may 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. Kittitas County 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 for capital projects will be available for reimbursement as of the date of the contract and for 24 (twenty-four) months (or two years) thereafter. Capital projects must be completed within the two-year period. All funds awarded for supporting the operations of county-owned tourism-related facilities will be available for reimbursement as of the date of the award and for up to 12 (twelve) months (1 year) thereafter. Any unexpended funds will be returned to the Lodging Tax account and made available for re-appropriation. All requests for reimbursement shall be made to the Kittitas County Auditor's office at the following address:

Kittitas County Auditor
Attn: Lodging Tax Grant Funds Reimbursement
205 W 5th, Suite 105
Ellensburg, WA 98926

For specific information and requirements regarding the reimbursement process, please contact the Auditor's office at 509-962-7504.

Project Reporting Requirements for Tourism-Related Facilities:

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 project is complete.

Applicant Categories and Eligibility:

Grants from lodging tax funds are provided for two types of applicants, Capital Projects and County Operations. No more than one capital project is allowed per application. An organization may submit no more than two capital project applications per funding cycle. The categories are defined as follows:

The **Capital Project** category is for applications from municipalities or public facilities districts requesting support for capital expenditures of tourism-related facilities owned or operated by the municipality for public facilities district.

If applying for funding under the capital project category, an applicant need only answer the questions listed under the **Capital Budget Narrative** and provide the **Capital Project Budget** as well as include necessary attachments.

The **Operations** category is for applications from municipalities requesting support for the operations of tourism-related facilities owned or operated by the municipality.

If applying for funding under the Operations category, an applicant need only answer the questions listed under the **Operational Funding Narrative**.

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 will be available on Kittitas County's website as a word document and as a pdf. It can also be obtained directly as a hard copy or in digital format by contacting the Kittitas County Board of Commissioners office at 509-962-7508. Kittitas County's website address is: www.co.kittitas.wa.us.

APPLICATION FOR LODGING TAX FOR TOURISM-RELATED, SMALL-SCALE MUNICIPALITY-OWNED CAPITAL PROJECTS AND OPERATIONS

Applicant Information – Capital Project or Operations (Circle One or Both)

Name of Municipality: City of Cle Elum

Mailing Address: 119 West First St
Cle Elum, WA 98922

Contact Person and Title: Lucy Temple, City Planner

Phone: 509.674.2262

Email: lucy@cityofcleelum.com

Project Title: Downtown Revitalization - Street Furniture

Project Location: Peoh Ave to Oakes Ave

Funding Request: \$47,974.00

Application Requirements

- ☒ 1. The project qualifies for lodging tax funds as a capital expenditure of a tourism-related facility owned or operated by a municipality or is supporting the operations of tourism-related facilities owned or operated by a municipality.
- ☒ 2. The municipality has submitted no more than two applications for capital project funding in the current year.
- ☒ 3. The municipality's lodging tax advisory committee (or equivalent) has been informed of the project and endorsed it (not required for Kittitas County). A letter from the municipality is included.
- ☒ 4. Lodging tax capital project funds are not being substituted for other funds that are already secured or applied for (if applicable).
- ☒ 5. Municipality has secured matching funds of at least 50% of the total project costs.
- ☒ 6. A completed project budget is included in the application (if applicable).
- ☒ 7. A detailed 8 ½ X 11 vicinity map that clearly shows the project is included (if applicable).

Tourism-Related, Small-Scale Municipality-Owned Capital Project Narrative

1. Project Description: Please describe the project in detail. Indicate the major work to be completed, any milestones that need to be overcome in order for the project to move forward, and include a comparison of existing and proposed conditions.

A strong sense of place is vital to the health and prosperity of a downtown. By investing in the curb appeal and build upon the communities historic cultural amenities; tourists will recognize the character, look, flavor and heritage that are not found in larger cities but is the experience of rural communities. (Please see attached...)

2. Kittitas County Tourism Infrastructure Plan: Please explain how the project meets the goals and priorities in the Kittitas County Tourism Infrastructure Plan as adopted. Also, describe the specific county tourism infrastructure needs the project addresses and how the project directly increases tourism. Explain how the improvements will promote tourism in Kittitas County and indicate specifically how the improvements will directly increase economic activity resulting from tourists (see the definition of tourist on page 3 of this application).

While the above plan focuses on tourism, its implementation will reach far beyond tourism. It will touch and benefit Cle Elum's economic development efforts, downtown revitalization efforts, and most of all, increase community pride and slow leakage - when locals spend their money in other towns. To take advantage of the potential benefits that increased tourism brings to a community, it is necessary to first understand why people travel. The number 1 reason for travel is to visit friends and family. (please see attached...)

3. Use of Grant Funds: Please explain exactly how the requested funds will be used. Include an itemized list.

See attached list.

4. Real Property: If real property acquisition is a component of the project, please explain. Include any information of property already secured or evidence of the ability to secure the real property.

n/a

5. Capital Assets: If capital asset acquisition is a component of the project, please explain. Include any bids solicited and received from potential vendors willing to supply the asset. *All capital asset purchases require at least three bids.* If you have already selected one of the bids, please provide justifications in writing.

yes, all four items will be capital assets that are used by the City of Cle Elum to accomplish a Downtown Revitalization and full tourist experience. Please review the attached bids additional bids will be requests as required.

6. Coordination: Please explain how this project has been coordinated with other jurisdictions as well as affected stakeholders. Please include letters of support from stakeholders.

WSDOT - ownership of 903 aka: First Street; this agency has plans for a construction project in 2020 that will rehabilitate pavement throughout the full scale project as provided in the attachments.

Cle Elum Downtown Association - Main Street organization that will maintain building assessment and business relations; including the Four point approach (organization, promotion, design, and economic restructuring) [Please see attachment...]

7. Studies: Please attach any feasibility or other studies that demonstrate linkages between the proposed project and the anticipated tourism impacts. Also please include your operations/maintenance funding strategy and business plan for long-term project sustainability (how the facility or facilities will be operated and maintained for at least three years following completion).

see attached plans

8. Project Readiness: Please provide a detailed project schedule, including milestones necessary for completion as mentioned in question 1 above. On the schedule, indicate items completed and exactly where in the schedule the project is at this time. Be sure to include expected completion date.

see attached plans ...

9. Applicant Certification: Please sign below in agreement with statement of certification.

Certification is hereby given that the information provided is accurate and the applicable attachments are complete and included as part of the application package.

I further certify that the application thresholds are met at the time of application.

Jeff McHewan
Signature of Official Representative

Mayor
Title

6.23.17
Date

Tourism-Related, Small-Scale Municipality-Owned Capital Project Budget

All applicants for capital project funding must supply a detailed and complete project budget utilizing the following basic format:

Funding Sources

Lodging Tax Funds Request \$47,974

*Other Grant Funds \$102,000.00

List By Source (indicate if secured or applied)

Complete Street secured for construction of Peoh Ave.

*Other Local Government Funds

List By Source

*Private Funds

List By Source (may include in-kind)

Total Available Funding \$102,000.00

Project Expenses

Real Property or "Right-of-Way" Acquisition Cost 0.00

Capital Asset Cost \$47,974.00

Construction Cost or "Hard" Cost \$102,000.00

Include an itemized list of general costs

For example: asset type and cost, site prep, building foundation and structure, mechanical work, finish work, site restoration, electrical work, technology, etc.

construction of sidewalks and crosswalks and finish work

Soft Cost

Include an itemized list of soft costs

For example: design fees, construction management fees, survey costs, engineering fees, permitting costs, special inspections, cultural resource surveys, etc.

Total Project Costs \$149,974.00

*Verifying documentation must be provided and attached to this budget. This documentation may include award letters, letters of commitment, or loan approval documentation. You must include this in order to meet the matching funds requirement. If the funding source includes applicant funds, proof of available funding in the form of a letter of commitment from an authorized body or representative of the applicant is adequate.

Tourism-Related Facility Operational Funding Narrative

(Municipality Applications Only)

1. Operational Spending: Please explain your request for operational funding and how it is directly related to supporting the operations of a tourism-related facility owned or operated by a municipality or public facilities district.

n/a

2. Sustainability Strategy: Please describe your strategy for long-term operational sustainability. Include any specific progress toward this goal.

n/a

3. Applicant Certification: Please sign below in agreement with statement of certification.

Certification is hereby given that the information provided is accurate and the applicable attachments are complete and included as part of the application package.

I further certify that the application thresholds are met at the time of application.

Signature of Official Representative

Title

Date

Lodging Tax Capital Project Rating Form

Criteria	Points Possible	Application Questions	Points Awarded
Kittitas County Tourism Infrastructure Plan	Low Priority = 5 Medium Priority = 15 High Priority = 20	Question 2	
Stakeholder Support	Up to 5	Question 6	
Feasibility Analysis and Business Plan Completed	15 Yes = 15 No = 0	Question 7	
Promotes Tourism/ Increases Economic Activity Resulting From Tourists	Up to 20	Question 2	
Project Readiness	Up to 20	Question 8	
Applicant's Matching Funds	Up to 20 Less than 50% = 0 50% - 55% = 5 56% - 59% = 10 60% - 70% = 15 71% or more = 20	Capital Project Budget	

The downtown, more than any other place in most cities reflects much of the heritage and experiences of the people and community. Heritage includes more than buildings, however. Over the years, main streets have been the site of countless community events, including parades, festivals, celebrations, and political rallies. Currently Cle Elum holds significant events such as: Pioneer Days Parade, Pioneer Village, Cle Elum Roundup, Cruise Cle Elum, Christmas in Cle Elum and others. Downtown Cle Elum provides a great range of functions for these tourists promoted gatherings. Downtown provides an attraction that is situated within a compact area that is easily accessible. Most communities strive to make the experience of walking more enjoyable by adding amenities for pedestrians. Widely used amenities include:

- Brick pavers to make sidewalks look more distinctive;
- Planters, flower baskets, and street trees to soften the environment and provide color and shade;
- Banners and flags to make the district look more festive and colorful; and
- Benches to give people a place to sit, rest, watch what goes on around them.

Public art is another means through which heritage can be expressed. The use of murals can liven an area and convey some aspect of the community's heritage.

Promotion is the key. Brochures and advertisements highlighting main street's attractions, businesses, and events can effectively get the word out. Walking tours that highlight the downtown's history and architecture would be another avenue of promotion. Festivals, parades, concerts, farmers markets, and children's events are some of the popular attractions that have been successfully and used to promote downtowns nationwide.

How does this pertain to using Lodging Tax Funds?

Currently with the events listed above, City of Cle Elum is averaging 40/60 mix. Forty percent of the festival and events attendees are coming from out of the area. Now if we continue to stage the events to include the downtown core; beautification of such area will be needed to finalize the sale of visiting Cle Elum. Promoting such events and having those travelers walk throughout the downtown while in town the use of such benches and planters would be "significant".

The heart and soul of any community, besides its people is its downtown. But if locals don't "hang out" downtown, neither will visitors. Cle Elum's downtown area is fair but in need of improvements. After a hiatus of nearly 50 years, mixed-use town centers are now emerging as the wave of the future. The elements most commonly identified as missing by younger generations are what sociologist Ray Oldenburg has referred to as "third places." Third places are the traditional gathering places found outside the home (our "first place") and the workplace (our "second place). Third places include cafes, pubs, town squares, small retail shops, village greens, and entertainment venues. The need for these "third places" is exemplified by the Gen-xers hanging out at the mall and seniors' using them for morning walks. Creating a "third place" can put a community on the map and give it a focal point, a heart, an identity.

A strong sense of place cannot be created overnight, nor can it be the result of one major project or initiative. Even if the project and effort where to start small the impact will create community prides which will be creating ownership and pride throughout the community.

The project in front of you today, will help the movement of a full revitalization of the Cle Elum Downtown from Peoh Ave to Oakes Avenue. Currently the plan included has the full scope of the desired area but we would like to implement a beginning corner to use as the sample to continue with the full scale project. Having such a diverse project that is a major project; please review the attached plans and review the existing conditions and the proposed planning. Please be mindful for the process we are only asking for the sample block of the project which will be at Peoh Ave.

Q1.

This kind of tourism exists without any special effort by the community. However, it can be enhanced if local residents have a strong sense of community pride and know about its local attractions. That way, when friends and family visit, they are more likely to act as goodwill ambassadors, encouraging their guests to experience all the community has to offer. This project definitely has the Goal #1 as a crucial part of the full scale plan. Additionally Goal 5 will not only encourage small business but the partnerships to provide a distinctive and honest visitor experience.

Another important group to consider are those who travel for business. This includes corporate meetings, conventions, conferences, and educational activities. As with visiting friends and family, a community also receives a certain amount of tourism from this segment without any special effort. Having Suncadia in Cle Elum the project not only shows efforts of Goal #10 proactively planning, but it recognizes and respects the immediate need to help support such a destination attraction. To build that relationship and to benefit the community (goal #6) and satisfy the tourists (goal #4) coming through Cle Elum and staying at Suncadia and other accommodation properties.

Most tourism efforts target a third kind of traveler: the leisure traveler. This group travels specifically for experiences that cater to them and which can't be found closer to home, and they spend the most amount of money. Every true "destination" community caters to this group of travelers. Well, Cle Elum is listed in 90% of the activities that the Tourism Plan reviewed and mapped out. This traveler definitely comes through the core downtown of Peoh Ave and Oakes Ave to access all the points of interest listed in your 11 goals to further geotourism within Kittitas County. Whether it is the market opportunities and land uses.

The Three Phases of Tourism

1. Get passers-by to stop.

As mention in your tourism plan, Cle Elum's Downtown offers multiple opportunities to be involved with open space network and trails and to connect those high priority activities to other county cities. Additionally, we are the hub community for the Natural Access points and creating an interpretive area for events, wildlife viewing, fishing, etc.

2. Become the hub for area attractions and activities.

Cle Elum's Downtown also is the gateway to agriculture tourism as mention in your action item #3. We have multiple Barn Quilts in the core of Peoh and Oakes Avenue but also in the region in the Upper Peoh Point Area and at business' in the community. One major and high priority attraction is located in Cle Elum; Washington State Horse Park provides trail connection to the downtown area of Cle Elum but also the patrons of the park are looking for the tourist experience while they are at the park and that includes the core of this project.

3. Become the destination.

Heritage has always been a driving force for the City of Cle Elum and the residents. It has also been a celebrated tourism piece with the local cemeteries and burial areas, the railroad spurs and depots, additionally the coal sites, logging areas and the barns that are within the community. In the downtown plan, we are looking to enhance the historical registered commercial and industrial building within the project area and to continue with promotional efforts for historic home and neighborhoods. Which is listed as a high priority by the tourism plan as action item #8. With the beautification efforts we will have the priority to have plaques, maps, and interpretive facilities including the current Visitor Center as part of the full scale project. The area of this project also includes the Telephone Museum that is situated in the downtown core of Cle Elum. We also have in the project area a Gas Light District that is about the arts and art installations such as sculpture parks, art walk ability and artist studios.

At all times, bear in mind the C's of tourism:

1. **Convenience:** Easy-to-find information, easy-to-plan activities, easy-to-get-to destinations.
2. **Connection:** More than ever, travelers are looking to connect with their heritage, each other, family and the environment.

Downtown Revitalization Elements



CANTEBURY DESIGNS RECEPTACLE



MAGLIN ML8700 WOOD BENCH



EXISTING COAL CART
At intersections



LANDSCAPEFORMS PLAZA PLANTER

Proposed Budget

Receptacles	
Quantity	2
Unit Price	1695
Subtotal	3390
Shipping	350
Tax	299
Total	4039

Benches	
Quantity	2
Unit Price	1520
Subtotal	3040
Shipping	608
Tax	268
Total	3916

Coal Carts	
Quantity	4
Unit Price	1800
Subtotal	7200
Shipping	NA
Tax	Included
Total	7200

Planters	
Quantity	14
Unit Price	1820
Subtotal	25480
Shipping	5096
Tax	2243
Total	32819

Total Requested Budget \$47, 974

CANTERBURY DESIGNS

5632 W. Washington Blvd.
Los Angeles, CA 90016
www.Canterbury-Designs.com

Phone: 323.936.7111
Toll Free: 800.935.7111
Fax: 323.936.7115

Sales Quote

Quote Number: CINQ2652
Date: 06/23/2017

Prepared by:
Tom Price
General Manager
Direct: (323) 909-9366
Email: tom@canterbury-designs.com

Sold To:

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

Phone: (509)674-2262
Email: lucy@cityofcleelum.com

Ship To:

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

Phone: (509)674-2262
Email: lucy@cityofcleelum.com

Key Terms of Sale:

Lead Time

10-12 weeks from receipt of deposit and signed submittals; lead times may vary based on product and current backlog.

Payment Terms

50% deposit, with balance due prior to shipment; full payment required at time of order for orders under \$3,000.

Project: City of Cle Elum, WA

Qty.	Product Description	Unit Price	Ext. Price
22	Pennsylvania Avenue Trash Receptacle, Model 102 with Side Openings and Hinged Side Door, 23 1/2" diam. x 37 1/2" high. Cast aluminum outer shell with standard black powder coat finish; supplied with a permanent aluminum and rigid removable plastic liners and provisions for permanent anchoring (anchor bolts by others). Shipped assembled.	\$1,625.00	\$35,750.00

Product prices and freight quotes held for 45 days.
Unless noted, purchase price does not include sales tax.
Credit card payments are subject to a 3.0% service fee.
Split shipments, flat bed carrier, and lift gate service subject to additional charge.

Subtotal	\$35,750.00
Tax	\$0.00
Freight	\$2,470.00
Total	\$38,220.00
Deposit	\$17,875.00

Accepted By:

Signature

Print Name, Title

Date:

All quotes based on Canterbury's standard dimensions and materials and are subject to revision depending on actual project specifications. Purchaser responsible for: (i) offloading and installation; (ii) noting any damage or discrepancies to driver at time of delivery and indicating such on bill of lading; and (iii) securing any applicable permits, engineering stamps, or performance bonds. This sales contract constitutes the entire and final agreement between the parties and supersedes all prior negotiations, representations, or agreements.

Q5.

CANTERBURY DESIGNS

5632 W. Washington Blvd.
Los Angeles, CA 90016
www.Canterbury-Designs.com

Phone: 323.936.7111
Toll Free: 800.935.7111
Fax: 323.936.7115

Sales Quote

Quote Number: CINQ2651
Date: 06/23/2017

Prepared by:
Tom Price
General Manager
Direct: (323) 909-9366
Email: tom@canterbury-designs.com

Sold To:

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

Phone: (509)674-2262
Email: lucy@cityofcleelum.com

Ship To:

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

Phone: (509)674-2262
Email: lucy@cityofcleelum.com

Key Terms of Sale:

Lead Time

10-12 weeks from receipt of deposit and signed submittals; lead times may vary based on product and current backlog.

Payment Terms

50% deposit, with balance due prior to shipment; full payment required at time of order for orders under \$3,000.

Project: City of Cle Elum, WA

Qty.	Product Description	Unit Price	Ext. Price
32	Pennsylvania Avenue Trash Receptacle, Model 102 with Side Openings and Hinged Side Door, 23 1/2" diam. x 37 1/2" high. Cast aluminum outer shell with standard black powder coat finish; supplied with a permanent aluminum and rigid removable plastic liners and provisions for permanent anchoring (anchor bolts by others). Shipped assembled.	\$1,585.00	\$50,720.00

Product prices and freight quotes held for 45 days.
Unless noted, purchase price does not include sales tax.
Credit card payments are subject to a 3.0% service fee.
Split shipments, flat bed carrier, and lift gate service subject to additional charge.

Subtotal	\$50,720.00
Tax	\$0.00
Freight	\$2,945.00
Total	\$53,665.00
Deposit	\$25,360.00

Accepted By:

Signature

Print Name, Title

Date:

All quotes based on Canterbury's standard dimensions and materials and are subject to revision depending on actual project specifications. Purchaser responsible for: (i) offloading and installation; (ii) noting any damage or discrepancies to driver at time of delivery and indicating such on bill of lading; and (iii) securing any applicable permits, engineering stamps, or performance bonds. This sales contract constitutes the entire and final agreement between the parties and supersedes all prior negotiations, representations, or agreements.

Q5.

CANTERBURY DESIGNS

5632 W. Washington Blvd.
Los Angeles, CA 90016
www.Canterbury-Designs.com

Phone: 323.936.7111
Toll Free: 800.935.7111
Fax: 323.936.7115

Sales Quote

Quote Number: CINQ2652
Date: 06/23/2017

Prepared by:
Tom Price
General Manager
Direct: (323) 909-9366
Email: tom@canterbury-designs.com

Sold To:

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

Phone: (509)674-2262
Email: lucy@cityofcleelum.com

Ship To:

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

Phone: (509)674-2262
Email: lucy@cityofcleelum.com

Key Terms of Sale:

Lead Time

10-12 weeks from receipt of deposit and signed submittals; lead times may vary based on product and current backlog.

Payment Terms

50% deposit, with balance due prior to shipment; full payment required at time of order for orders under \$3,000.

Project: City of Cle Elum, WA

Qty.	Product Description	Unit Price	Ext. Price
22	Pennsylvania Avenue Trash Receptacle, Model 102 with Side Openings and Hinged Side Door, 23 1/2" diam. x 37 1/2" high. Cast aluminum outer shell with standard black powder coat finish; supplied with a permanent aluminum and rigid removable plastic liners and provisions for permanent anchoring (anchor bolts by others). Shipped assembled.	\$1,625.00	\$35,750.00

Product prices and freight quotes held for 45 days.
Unless noted, purchase price does not include sales tax.
Credit card payments are subject to a 3.0% service fee.
Split shipments, flat bed carrier, and lift gate service subject to additional charge.

Subtotal	\$35,750.00
Tax	\$0.00
Freight	\$2,470.00
Total	\$38,220.00
Deposit	\$17,875.00

Accepted By:

Signature

Print Name, Title

Date:

All quotes based on Canterbury's standard dimensions and materials and are subject to revision depending on actual project specifications. Purchaser responsible for: (i) offloading and installation; (ii) noting any damage or discrepancies to driver at time of delivery and indicating such on bill of lading; and (iii) securing any applicable permits, engineering stamps, or performance bonds. This sales contract constitutes the entire and final agreement between the parties and supersedes all prior negotiations, representations, or agreements.

QS

CANTERBURY DESIGNS

5632 W. Washington Blvd.
Los Angeles, CA 90016
www.Canterbury-Designs.com

Phone: 323.936.7111
Toll Free: 800.935.7111
Fax: 323.936.7115

Sales Quote

Quote Number: CINQ2650
Date: 06/23/2017

Prepared by:
Tom Price
General Manager
Direct: (323) 909-9366
Email: tom@canterbury-designs.com

Sold To:

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

Phone: (509)674-2262
Email: lucy@cityofcleelum.com

Ship To:

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

Phone: (509)674-2262
Email: lucy@cityofcleelum.com

Key Terms of Sale:

Lead Time

10-12 weeks from receipt of deposit and signed submittals; lead times may vary based on product and current backlog.

Payment Terms

50% deposit, with balance due prior to shipment; full payment required at time of order for orders under \$3,000.

Project: City of Cle Elum, WA

Qty.	Product Description	Unit Price	Ext. Price
4	Pennsylvania Avenue Trash Receptacle, Model 102 with Side Openings and Hinged Side Door, 23 1/2" diam. x 37 1/2" high. Cast aluminum outer shell with standard black powder coat finish; supplied with a permanent aluminum and rigid removable plastic liners and provisions for permanent anchoring (anchor bolts by others). Shipped assembled.	\$1,695.00	\$6,780.00

Product prices and freight quotes held for 45 days.
Unless noted, purchase price does not include sales tax.
Credit card payments are subject to a 3.0% service fee.
Split shipments, flat bed carrier, and lift gate service subject to additional charge.

Subtotal	\$6,780.00
Tax	\$0.00
Freight	\$525.00
Total	\$7,305.00
Deposit	\$3,390.00

Accepted By:

Signature

Print Name, Title

Date:

All quotes based on Canterbury's standard dimensions and materials and are subject to revision depending on actual project specifications. Purchaser responsible for: (i) offloading and installation; (ii) noting any damage or discrepancies to driver at time of delivery and indicating such on bill of lading; and (iii) securing any applicable permits, engineering stamps, or performance bonds. This sales contract constitutes the entire and final agreement between the parties and supersedes all prior negotiations, representations, or agreements.

Q5



June 23, 2017

Re. Downtown Revitalization

To Whom It May Concern:

A primary goal of the Cle Elum Downtown and of Cle Elum's tourism-dependent businesses long has been to revitalization Downtown Cle Elum. Such a project would create an experience for visitors especially the historic and recreational offerings of Cle Elum and Kittitas County as a whole, and most critically it would draw visitors from around the region.

The City of Cle Elum's downtown core is vital to residents and visitors alike. For the past several years discussion has occurred about undertaking such a critical tourism project. However, funding has been a barrier to making it happen.

For these reasons the Cle Elum Downtown Association strongly and enthusiastically supports the application of the City of Cle Elum for the Small Projects Lodging Tax funding for street furniture.

Please let me know if you have any questions or wish to discuss our strong support.

Sincerely,

Amy McGuffin
Executive Director
amy@kittitascountychamber.com

Amy McGuffin

From: Lucy Temple <lucy@cityofcleelum.com>
Sent: Friday, June 23, 2017 3:58 PM
To: Amy McGuffin (amy@kittitascounty.chamber.com)
Subject: FW: Support of Cle Elum Downtown Revitalization

From: Simpson, Pat [mailto:psimpson@suncadia.com]
Sent: Friday, June 23, 2017 3:57 PM
To: Lucy Temple
Subject: Support of Cle Elum Downtown Revitalization

Sorry I was in a meeting, I support the city's efforts to revitalize the downtown.

From: Lucy Temple [mailto:lucy@cityofcleelum.com]
Sent: Friday, June 23, 2017 3:29 PM
To: Simpson, Pat
Subject: email requested

If you are close to email and read this by 3:45, can you shoot me a quick email with your support (if you do support) the City's efforts to revitalize the downtown?

Lucy Temple, Planner

City of Cle Elum

119 West First Street
Cle Elum, WA 98922
(509) 674-2262 x102
www.cityofcleelum.com

Amy McGuffin

From: Lucy Temple <lucy@cityofcleelum.com>
Sent: Friday, June 23, 2017 3:59 PM
To: Amy McGuffin (amy@kittitascountychamber.com)
Subject: FW: Revitalization

From: Sonja Gustafson [mailto:sonjazeda@gmail.com]
Sent: Friday, June 23, 2017 3:58 PM
To: Lucy Temple
Subject: Revitalization

To Whom it May Concern:

As a storefront owner on the main street of Cle Elum at 118 E 1ST St. I am very excited about the proposed revitalization. It is desperately needed, we are 80 miles from Seattle and a frequent stop for the I90 travelers. Our town would become a destination on its own if this plan were put into place.

Please let me know if I can assist in anyway.

Sonja Gustafson
206-799-1391

Amy McGuffin

From: Lucy Temple <lucy@cityofcleelum.com>
Sent: Friday, June 23, 2017 4:03 PM
To: Amy McGuffin (amy@kittitascounty.chamber.com)
Subject: FW: URGENT REQUEST

From: Travis Harris [mailto:zerospin2003@yahoo.com]
Sent: Friday, June 23, 2017 4:02 PM
To: Lucy Temple
Subject: Re: URGENT REQUEST

Lucy,

As a business owner, constituent, planning commissioner, and 13 year civil servant I am in full support of the Downtown Revitalization Plan. A plan developed by professionals and community members that will not only preserve Cle Elum's history; the Downtown Revitalization Plan provides a safe walkable downtown that our citizens, tourists, and youth can enjoy. Our community deserves a ripe and thriving downtown that mimics the people that live, play, and work in Cle Elum.

Regards,

Travis Harris

[Sent from Yahoo Mail on Android](#)

On Fri, Jun 23, 2017 at 15:31, Lucy Temple
<lucy@cityofcleelum.com> wrote:

I need emails in support of the Downtown Revitalization Plan by 4pm, so if there's any way you could shoot me a quick email showing your support for the plan, that would be AMAZING

Lucy Temple, Planner

City of Cle Elum

119 West First Street

Cle Elum, WA 98922

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



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

June 23, 2017

Kittitas County Board of Commissioners
Attn: County Lodging Tax Advisory Committee
Lodging tax for Tourism-Related, Small-Scale Municipality-Owned Capital Projects and Operations
205 West 5th Avenue, Suite 108
Ellensburg, WA. 98926

Dear Commissioners;

Please find that attached application for Lodging Tax for Tourism-Related, Small-Scale Municipally-Owned Capital Projects and Operations application for implementation of the Downtown Revitalization Project.

We believe the project will create a downtown that will significantly increase tourist's attraction to our downtown area and entice people to stay and explore what the Cle Elum area has to offer.

If funded by the requested grant, the improvements to the downtown will visually enhance the downtown and will play a large role in the revitalization of our community.

Respectfully;

A handwritten signature in blue ink that reads "Jay McGowan". The signature is fluid and cursive.

Jay McGowan
Mayor

**CITY OF CLE ELUM
WASHINGTON**

RESOLUTION NO. 2017-003

**A RESOLUTION OF THE CITY OF CLE ELUM,
WASHINGTON, AUTHORIZING THE MAYOR TO SIGN
THE AGREEMENT BETWEEN THE CITY OF CLE ELUM
AND THE WASHINGTON STATE TRANSPORTATION
IMPROVEMENT BOARD RELATED TO THE COMPLETE
STREETS GRANT.**

WHEREAS, the Transportation Improvement Board has developed a grant program, Complete Streets, to provide for the retrofit of streets and roads ("Project") for eligible cities, towns, and counties to provide access to all users, including bicyclists, pedestrians, motorists, and public transportation riders; and

WHEREAS, the City of Cle Elum is eligible to receive a Project grant pursuant to Ordinance 1455 and to perform the Project pursuant to the terms of the grant; and

WHEREAS, the City now desires to authorize the Mayor to sign an agreement to obtain such grant funding.

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

Section 1. Authorization. The Mayor is hereby authorized to sign the Transportation Improvement Board grant agreement between the City of Cle Elum and the Transportation Improvement Board as attached hereto as Exhibit A.

PASSED BY THE CLE ELUM CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 14th DAY OF Feb, 2017.

CITY OF CLE ELUM


Jay McGowan, Mayor

ATTEST/AUTHENTICATED:


Kathi Swanson, City Clerk

Approved as to form:

Michael R. Kenyon, City Attorney

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



Washington State Transportation Improvement Board

TIB Members

Commissioner Richard Stevens, Chair
Grant County

Mayor Patty Lent, Vice Chair
City of Bremerton

Jim Albert
Office of Financial Management

Jeff Carpenter, P.E.
WSDOT

Elizabeth Chamberlain
City of Walla Walla

Wendy Clark Getzin, P.E.
Clallam Transit

Gary Ekstedt, P.E.
Yakima County

Commissioner Terri Jeffreys
Mason County

Mayor Glenn Johnson
City of Pullman

John Klekotka, P.E.
Port of Everett

Commissioner Robert Koch
Franklin County

Colleen Kuhn
Human Services Council

Mayor Ron Lucas
Town of Steilacoom

Mick Matheson, P.E.
City of Sultan

Susan Meyer
Spokane Transit Authority

Laura Philpot, P.E.
City of Maple Valley

David Ramsay
Feet First

Amy Scarton
WSDOT

Martin Snell
Clark County

Jay Weber
County Road Administration Board

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

January 27, 2017

Mr. Jim Leonhard
Public Works Director
City of Cle Elum
119 West 1st
Cle Elum, WA 98922-1105

Dear Mr. Leonhard:

Congratulations! The Transportation Improvement Board (TIB) selected your agency to receive a Complete Streets Award. This recognition award includes a **\$125,000** grant.

What is the next step?

Sign both of the enclosed Complete Street Grant Agreements and mail both forms to the TIB Office. TIB will return one fully executed agreement for your files and transfer funds to your agency on or after March 1, 2017.

How can I use the grant?

The grant may only be used for elements shown on the approved TIB Complete Streets Work Plan. Your approved work plan is enclosed. TIB may consider revisions to the approved work plan throughout the life of the grant.

What is the deadline for expending the grant?

You must expend the Complete Streets grant by January 27, 2020. Any unused funds must be returned to TIB.

How do I document the grant expenditures?

You must keep grant funds in a separate and identifiable account. After you exhaust the funds, send TIB documentation showing the date, amount and description of all expenditures related to the grant. Submit this documentation to your TIB Project Engineer by December 31, 2019.

For questions about fund transfers, contact Vaughn Nelson, Finance Manager at (360) 586-1149 or email VaughnN@tib.wa.gov.

Contact Christa Draggie, TIB project engineer at (360) 586-1147 or e-mail ChristaD@tib.wa.gov for program questions or to request a work plan revision.

Sincerely,

Chris Workman, P.E.
Engineering Manager

Vaughn Nelson
Finance Manager

Enclosures

cc: Kathi Swanson



Transportation Improvement Board Complete Streets Work Plan



Complete Streets Award

Agency City of Cle Elum

Agency Contact Rob Omans, City Administrator

Phone 509-674-2262

Email robert@cityofcleelum.com

Total Work Plan
Complete Streets Funding \$125,000

Proposed Work Item	Description	Complete Streets Funding	Estimated Completion Year
SR 903 & Peoh Ave. Pedestrian Crossing Safety Project	This location is at the start of the business district and will also help slow vehicles down before entering a busy pedestrian area. The project at this one intersection will include design and construction of bulbouts, curb and gutters, sidewalks, ADA ramps and storm drainage provisions. The project will also include landscaping and some street aesthetics as it is the entrance to our business district.	\$ 102,000	2017
SR 903 and Denny Avenue Pedestrian Crosswalk Signage	Install Rectangular Rapid Flashing Beacon (RRFB) pedestrian crossing signs with push buttons at existing crosswalk at SR 903 and Denny Avenue.	\$ 8,000	2017
Pedestrian and Bicycle Plan	Preparation of a Pedestrian and Bicycle Plan including inventory of existing facilities, and identifying network deficiencies and proposed improvements.	\$ 15,000	2017

Agency Certification

Certification is hereby given that the proposed work plan represents projects that support and reflect our commitment to the Complete Streets ordinance and other

Jay McGowan
Signature of Authorized Agency Official

Jay McGowan -- City of Cle Elum Mayor
Agency Official Name & Title

TIB Approval

Project Engineer Review

January 19, 2017
Date

Justin Dwyer

1/19/17
Date

Engineering Manager

Chris

1/19/17
Date

Finance Manager

John

1/19/17
Date



City of Cle Elum
C-E-930(001)-1
Complete Streets Award

STATE OF WASHINGTON
TRANSPORTATION IMPROVEMENT BOARD
AND
CITY OF CLE ELUM
GRANT AGREEMENT

THIS GRANT AGREEMENT ("Agreement") is made and entered into between the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD ("TIB") and CITY OF CLE ELUM ("RECIPIENT").

WHEREAS, the TIB has developed a grant program, Complete Streets, to provide for the retrofit of streets and roads ("Project") for eligible cities, towns, and counties to provide access to all users, including bicyclists, pedestrians, motorists, and public transportation riders, and

WHEREAS, the above-identified RECIPIENT is eligible to receive a Project grant pursuant to ordinance 1455 and that it has the legal authority to receive such grant and to perform the Project pursuant to the terms of this grant

NOW, THEREFORE, pursuant to chapter 47.26 RCW, RCW 47.04.320, and WAC 479-10-500 *et seq*, the above recitals that are incorporated herein as if fully set forth below, and in consideration of the terms, conditions, and performances contained herein, and the attached Exhibits, if any, which are made a part hereof,

IT IS MUTUALLY AGREED AS FOLLOWS:

1. GRANT

TIB agrees to grant funds in the amount of ONE HUNDRED TWENTY-FIVE THOUSAND AND 00/100 (\$125,000) for the Project pursuant to the terms contained herein, and the RECIPIENT agrees to accept such grant funds and agrees to perform and be subject to the terms and conditions of this Agreement.

2. PROJECT AND BUDGET

The Project shall provide for the retrofit of identified streets or roads on the RECIPIENT's approved work plan. In accordance with applicable laws and ordinances, the RECIPIENT agrees to enter into an agreement with an independent contractor and/or material providers, or otherwise provide for the Project work plan to be completed by the RECIPIENT's own forces. The RECIPIENT further agrees that it shall be solely responsible for and shall pay its independent contractor and/or material providers. If RECIPIENT uses its own forces, it shall be solely responsible for paying the costs thereof. Under no circumstances shall the TIB be responsible to any third party for the payment of labor or materials used in completing the Project work plan. The Project work plan may be amended by the Parties, pursuant to Section 7.



3. PROJECT WORK PLAN AND DOCUMENTATION

The RECIPIENT agrees to and shall make reasonable progress and submit timely Project documentation, as applicable, throughout the term of this Agreement and Project.

Required documents include, but are not limited to the following:

- a) Project work plan describing eligible items with estimated costs;
- b) Documentation to support all costs expended on the Project work plan; and
- c) Project work plan Closeout Form.

4. PAYMENT AND RETURN OF GRANT FUNDS

TIB will pay the full grant award to the RECIPIENT after TIB approves the Project work plan and the Parties fully execute this Agreement; provided that there are legislatively appropriated funds available. The RECIPIENT agrees that it shall hold the grant funds in a separate and identifiable account and only use said funds to pay the actual direct and related indirect costs of the approved Project work plan. Grant funds not expended on approved Project work plan items within three years of the date of TIB's Grant approval shall be returned to TIB within ninety (90) days after receipt of TIB's written notification.

5. USE OF COMPLETE STREETS GRANT FUNDS

RECIPIENT agrees that the grant funds shall only be used to complete the approved Project work plan. Otherwise, RECIPIENT is subject to the Default and Termination provisions of Section 9.

6. RECORDS MAINTENANCE

6.1 The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the Project work plan, including but not limited to accounting procedures and practices which sufficiently and properly reflect all actual direct and related indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years after the completion of the Project work plan and TIB's acceptance of the Project work plan Closeout Form. At no cost to TIB, these records shall be provided when requested; including materials generated under the Agreement, and shall be subject at all reasonable times to inspection, review or audit by TIB personnel, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

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

7. REVISIONS TO THE PROJECT WORK PLAN

RECIPIENT may request revisions to the Project work plan, including the addition or removal of items. Requests must be made in writing, and TIB, in its sole discretion, will determine whether to accept the proposed revisions. Should the TIB approve a Project work plan revision, the Parties shall amend this Agreement pursuant to Section 14. The RECIPIENT shall be solely responsible for all costs incurred in excess of the Agreement grant award.



8. TERM OF AGREEMENT

This Agreement shall be effective upon execution by the Parties and shall continue through closeout of the grant amount, or amendment thereof, or unless terminated as provided herein. In no event shall the Agreement term exceed three years, unless extended by Agreement amendment pursuant to Section 14.

9. NON-COMPLIANCE, DEFAULT AND TERMINATION

9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement and applicable rules under WAC 479-10-500 et seq, TIB shall notify the RECIPIENT, in writing, of RECIPIENT's non-compliance.
- b) RECIPIENT shall provide a written response within ten (10) business days of receipt of TIB's notice of non-compliance, which shall include either a detailed plan to correct the non-compliance, a request to amend the Project work plan, or a denial accompanied by supporting documentation. An agreement to amend the Project work plan must be pursuant to Section 14.
- c) RECIPIENT shall have thirty (30) days in which to make reasonable progress toward compliance pursuant to its Project work plan to correct or implement an amendment to the Project work plan.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and, in its sole discretion, TIB may require the RECIPIENT to stop incurring additional Project work plan costs during the investigation. Should TIB require the RECIPIENT to stop incurring additional costs to be paid with the grant funds, the RECIPIENT shall be solely obligated for paying any additional costs incurred by such suspension of work, contractor claims, or litigation costs; such costs cannot be paid for with grant funds.

9.2 DEFAULT

RECIPIENT is in default if TIB determines, in its sole discretion, that:

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

9.3 TERMINATION

- a) In the event of default as determined pursuant to Section 9, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which may be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop incurring costs chargeable against the grant funds and/or take such actions necessary as may be directed by TIB to protect TIB's grant funds.
- b) In the event of termination, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of all grant funds.
- c) The rights and remedies of TIB provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.



10. DISPUTE RESOLUTION

- a) The Parties shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this Agreement. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this Agreement.
- b) Informal Resolution. The Parties shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the Parties are unable to resolve the dispute, the Parties shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The Parties shall share equally in the costs of the mediator.
- d) Each Party agrees to participate to the fullest extent possible and in good faith in resolving the dispute in order to avoid delays or additional incurred cost to the Project work plan.
- e) The Parties agree that they shall have no right to seek relief in a court of law in accordance with Section 11, until and unless the Dispute Resolution process has been exhausted.

11. GOVERNANCE, VENUE, AND ATTORNEYS FEES

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and venue of any action brought hereunder shall be in the Superior Court for Thurston County. The Parties agree that each Party shall be responsible for its own attorneys' fees and costs.

12. INDEMNIFICATION, HOLD HARMLESS, AND WAIVER

12.1 RECIPIENT, shall protect, defend, indemnify, and save harmless the TIB, its officers, officials, employees, and authorized agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property), arising out of, or in any way resulting from, RECIPIENT'S negligent acts or omissions which may arise in connection with its performance under this Agreement. RECIPIENT shall not be required to indemnify, defend, or save harmless the TIB if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of TIB; provided that, where such claims, suits, or actions result from the concurrent negligence of the Parties, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of RECIPIENT's own negligence

12.2 RECIPIENT agrees that its obligations under this section extends to any claim, demand and/or cause of action brought by, or on behalf of, any of its officers, officials, employees or authorized agents. For this purpose, RECIPIENT, by mutual negotiation, hereby waives, with respect to TIB only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions of Title 51 RCW.

12.3 The obligations of this indemnification and waiver Section shall survive termination of this Agreement.

13. ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to



assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights or obligations under this Agreement.

14. AMENDMENTS

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

15. INDEPENDENT CAPACITY

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

16. ENTIRE AGREEMENT

This Agreement, together with the Exhibits, if any, the provisions of chapter 47.26 RCW, chapter 479 WAC, and TIB Policies, constitute the entire Agreement between the Parties and supersedes all previous written or oral agreements between the Parties. RECIPIENT agrees to abide by all applicable federal, state and local laws, ordinances, and rules when performing under the terms of this Agreement.

City of Cle Elum

Transportation Improvement Board

Jay McGowan 2.16.17

Chief Executive Officer

Date

Date

Jay McGowan

Print Name

Print Name

Approved as to Form

By: _____

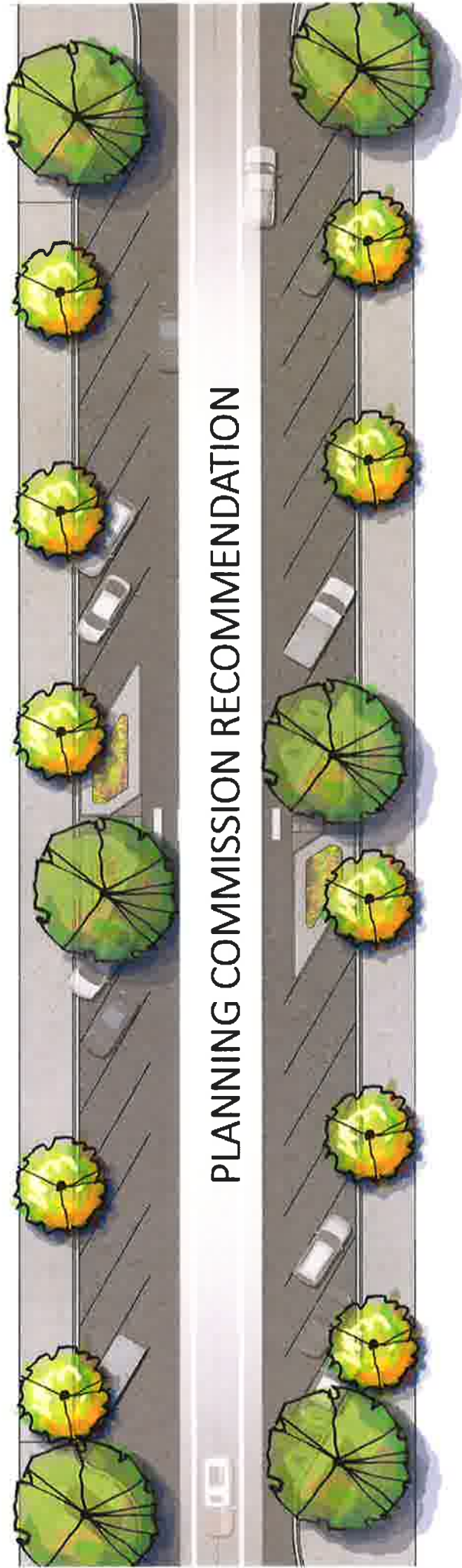
ANN E. SALAY

Senior Assistant Attorney General

NOTE: Any changes to the terms of this Agreement shall require further approval of the Office of the Attorney General

CLE ELUM DOWNTOWN PLANNING

PREFERRED 1ST STREET DESIGN CONCEPTS



PLANNING COMMISSION RECOMMENDATION



Cle Elum City Hall
June 27, 2017

City Council

Study Area

Q7



area of small capital request
JUNE 27, 2017



CLE ELUM DOWNTOWN PLANNING CITY COUNCIL



Planning Process Checklist

4/20/17 ☒ Walk and Talk Site Visit

4/20/17 ☒ Focus Group Sessions

5/22/17 ☒ Key Stakeholder Workshop

6/6/17 ☒ City Council Planning Commission
Study Session

▪ And Public Forum

6/20/17 ☒ Planning Commission
Recommendation

6/27/17 ☐ City Council Adoption



Walk and Talk



Focus Groups - 25 participants



Stakeholder Workshop - 28 participants



Study Session / Public Forum - 32 participants

Community Input Results

Which parking and street tree plan do you prefer and why?



30 Degree Parking with Columnar Trees

Preference:



45 Degree Parking with Large Trees

Preference:



JUNE 27 , 2017



CLE ELUM DOWNTOWN PLANNING
CITY COUNCIL

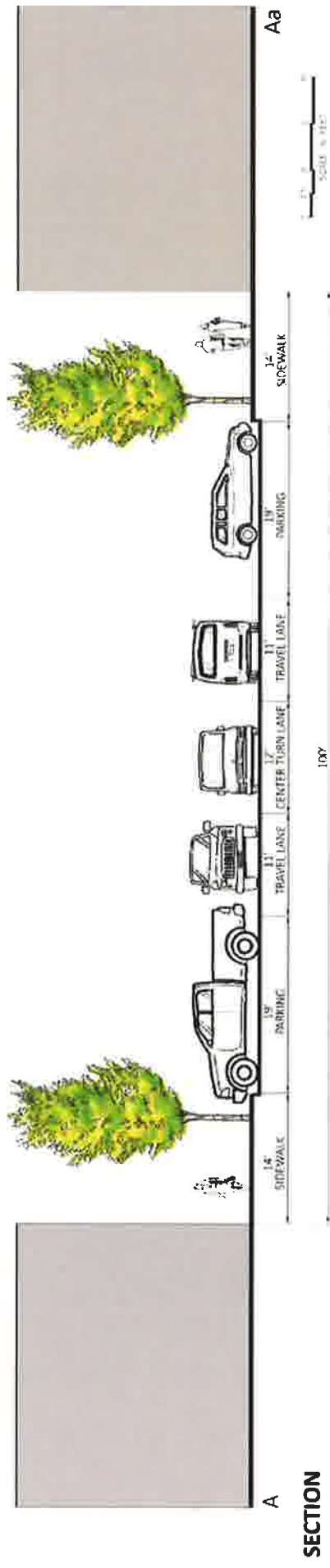
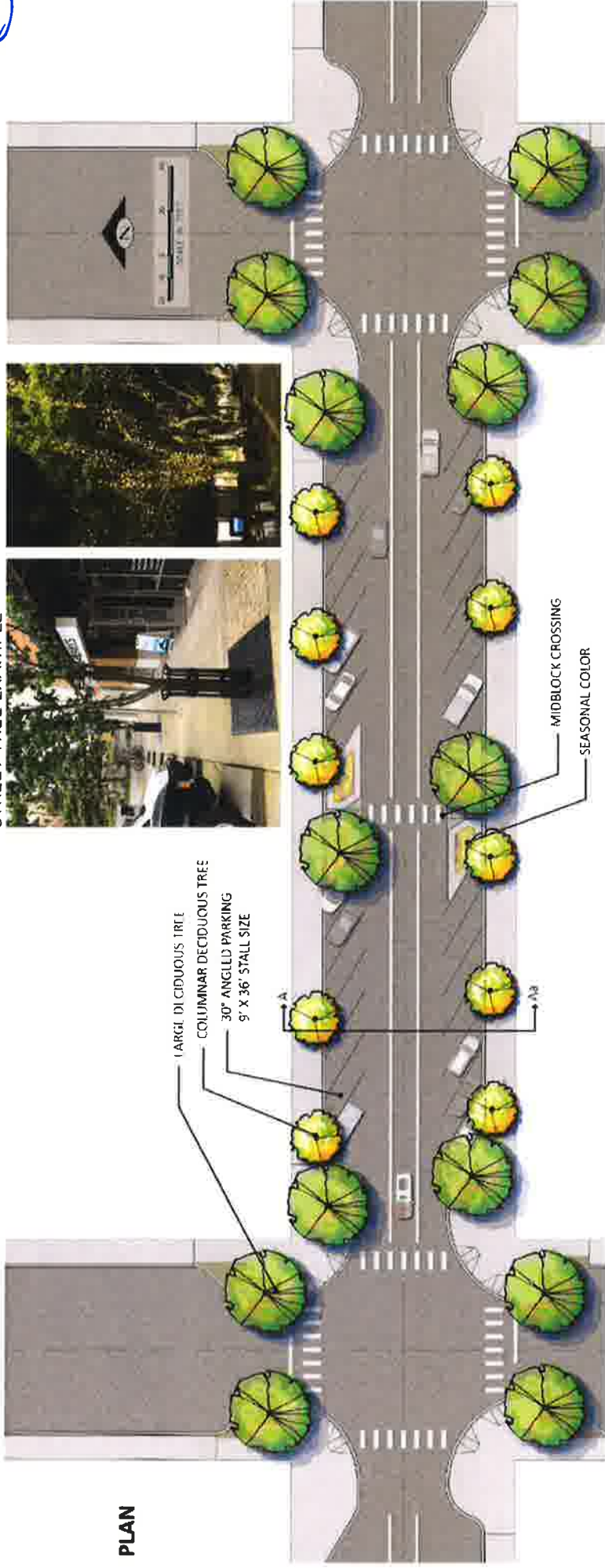


70

Preferred 30 Degree Parking Layout

LD

STREET TREE EXAMPLE

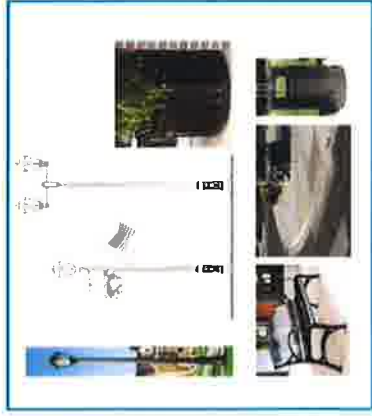


CLE ELUM DOWNTOWN PLANNING
CITY COUNCIL



Community Input Results

Which design concept do you prefer and why?



Historic Concept

Preference:



Pillar Concept

Preference:



Leisure Concept

Preference:

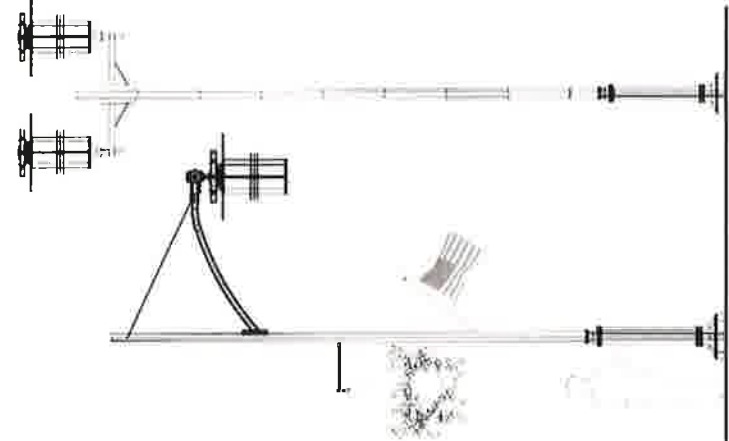


JUNE 27 , 2017

Preferred Site Furnishings



STERNBERG CHATEAU PEDESTRIAN LIGHT
Single head along street, double head at intersections



EXISTING COAL CART
At intersections



EXISTING STREET LIGHT
With banner



CONCRETE SIDEWALK PAVING PATTERN



LANDSCAPEFORMS PLAZA PLANTER



BANNER TO ANNOUNCE EVENTS



WESTPORT NO SCRATCH BIKE RACK



PUBLIC ART OPPORTUNITY EXAMPLE
Artist - Abraham Argihik Ruben



CANTEBURY DESIGNS RECEPTACLE



MAGLIN MLB700 WOOD BENCH

Community Input Results

Summary of Concept Responses

70

Parking and Street Tree Layout

- 30 degree parking was preferred because of the increased visibility, and larger sidewalks. A few people noted that this concept would be easier for snow removal.
- 45 degree parking was preferred because of the increased parking and larger trees. People thought the addition of larger trees would create a more welcoming atmosphere.
- Many expressed that either layout would be an improvement to the existing condition of downtown.

Site Furnishing

- Overall, people preferred to keep the historic feeling.
- Many liked the combination of the historic and pillar furnishings.
- Leisure was often chosen because they want to enhance the relaxing atmosphere.
- Light pollution was a concern. Downlighting is important in maintaining Cle Elum's clear night sky.
- It was suggested that bike racks be added to the site furnishing concepts.
- People like the idea of a banner over 1st Street to advertise events.
- It is important that the look of the planter is easy to differentiate from the litter receptacles.
- People would like designated spaces for art opportunities.
- Irrigation to baskets and trees needs to be provided.
- Wind and other extreme weather should be considered when choosing location of site furnishings

JUNE 27 , 2017



CLE ELUM DOWNTOWN PLANNING
CITY COUNCIL



Community Input Results

Summary of Additional Comments

70

Parking

People voiced concern that angle parking would reduce visibility and impede traffic. Parking and pedestrian safety is of utmost importance on 1st Street. People want parking accommodations for large trucks, trailers and RVs. It was suggested that trucks and trailer parking could be provided on side streets or on Railroad Avenue. Truck parking is an issue when the pass is closed. Motorcycle parking is also an important feature to incorporate into the downtown plan. Several people suggested alternating the parking layout between blocks.

Traffic

People want to slow down or redirect truck traffic without discouraging people from coming to downtown. People want visitors to feel comfortable slowing down to look at all the downtown has to offer. A few people stressed the importance of conducting a traffic study to see what is feasible regarding traffic and parking. Improved wayfinding was suggested to direct people to parking and amenities downtown.

Snow

Snow removal needs to be taken into account when deciding on parking layout and paving materials.

Trees

While many liked the larger trees in the 45 degree parking plan, others were concerned about visibility. A few people worried about the longevity of trees downtown and suggested alternative forms of shade coverage.

JUNE 27 , 2017



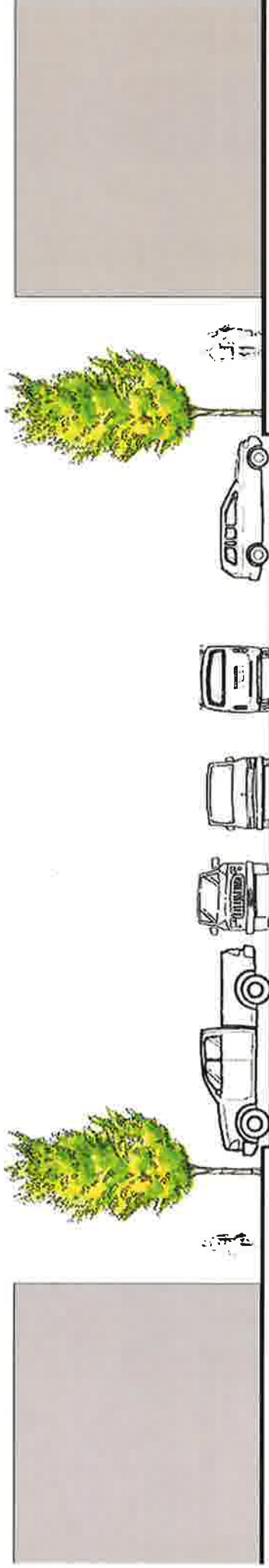
CLE ELUM DOWNTOWN PLANNING
CITY COUNCIL



58

The Planning Commission recommends adoption by resolution of the Preferred Alternative with the following preliminary engineering design phase contingencies:

1. Coordinate the design of the mid-block crossings with snow removal practices.
2. Provide an opportunity during preliminary engineering for stakeholders, businesses, property owners, and the community to provide input.



JUNE 27 , 2017



CLE ELUM DOWNTOWN PLANNING
CITY COUNCIL



September 2017

Phase 1 – Soliciting and Securing bids from Vendor(s)

October – January 2018

Phase 2 – Ordering and Fulfillment of awarded bid.

March – May 2018

Phase 3 – Installation

- Benches and Receptacles - March 2018
- Planters – May 2018

June 2018

COMPLETION OF PROJECT