

CITY ADMINISTRATOR
ROBERT OMANS

CITY CLERK
DEBBIE LEE

FINANCE DIRECTOR
ROBIN NEWCOMB

PUBLIC WORKS DIRECTOR
MATHEW BAILEY

POLICE CHIEF
RICH ALBO

FIRE CHIEF
ED MILLS

PLANNER

Special Meeting
Agenda
January 28, 2025
5:00 PM



119 W FIRST STREET
CLE ELUM, WA 98922

MAYOR
MATTHEW LUNDH

MAYOR PRO TEM
STEVEN HARPER

CITY COUNCIL
CASSIDY BUECHLE-CURTIS
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. January 28, 2025 Sign In Sheet

2. **Executive Session**

- a. Executive Session under the authority of RCW 42.30.110(i) to discuss with legal counsel representing the agency matters relating to agency enforcement actions, or to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence for the agency.

3. **Public Comment - Limited To 5 Minutes**

In order to accommodate potential increased public comment, the City will begin its meeting at 5pm on January 28. The City's Regular Meeting will begin at its regularly scheduled time of 6pm. If items on the agenda are not considered during the Special Meeting, such items may be considered when the meeting reverts to a Regular Meeting at 6pm. The City encourages the use of written public comment. Please submit comments by 3pm for City Council consideration.

- a. Rosa Peterson Public Comment Submitted via Email

4. **Adjourn**

- a. Adjourn, if necessary, or the meeting will automatically continue into the Regular Meeting at 6:00 p.m.

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

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

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7. **Approval of Meeting Agenda**

- a. Sean Northrup Email to Steven Harper - Follow up on our Discussion

8. **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 City of Cle Elum Special Meeting Minutes Dated January 14, 2025
- b. Approve the City of Cle Elum Council Meeting Minutes Dated January 14, 2025
- c. Approve the Payables Dated December 30, 2024 \$254,169.76
- d. Approve the Payables Dated January 28, 2025 \$302,703.03
- e. Progress Estimate No. 10 First Street Improvements Downtown Revitalization Active Const. \$66,022.50

9. **Department Head Reports**

City Administrator, Finance Director, Public Works, Police Chief

- a. City Administrator - Rob Omans
- b. Public Works Director - Matthew Bailey
- c. Police Chief - Rich Albo

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

- a. Cle Elum Downtown Association - Jordan Peterson

11. **Business Requiring Public Hearings**

- a. Public Hearing to Amend the Six-Year Transportation Improve Program - Mike Heit - HLA
Phil Hess Public Comment Submitted via Email

12. **Unfinished Business**

13. **New Business**

- a. Resolution 2025-006 of the City Council of the City of Cle Elum, Washington, Approving the Filing of a Chapter 9 Bankruptcy Petition and Employing Stoel Rives LLP as Bankruptcy Counsel
Ken Ratliff Statement City Heights
Steven Cook Statement City Heights
- b. Resolution 2025-005 Regarding the Financial Stability of the City of Cle Elum - Councilmember Harper
- c. Stretto Services Agreement

14. **Report of Committees**

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

16. **Mayor's Report**

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17. Adjournment by Motion

Upcoming Meetings:

Coal Mines Trail Commission Meeting: February 3, 2025 @ 6:00 p.m.

Planning Commission Meeting: February 4, 2025 @ 6:00 p.m.

Public Works & Community Development Committee Meeting: February 6, 2025 @ 12:00 p.m.

Lodging Tax & Events Committee Meeting: February 10, 2025 @ 8:30 a.m.

Regular Council Meeting: February 11, 2025 @ 6:00 p.m.

Public Safety & Health Committee Meeting: February 18, 2025 @ 1:00 p.m.

Historical Preservation Commission Meeting: February 18, 2025 @ 3:00 p.m.

General Government Committee Meeting: February 26, 2025 @ 8:30 a.m.

City of Cle Elum Council Meeting

January 28, 2025, 5:00 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
☒ Carissa Grizetic		
☒ Karl Ohlemann	210 W. Washington Ave. Redlyn, WA	
☒ Brian Tate	311 Washington	
☒ Liana Usiadacz	501 South A St. Redlyn	
☒ KATHY WORSKI	SAGEBROOK TOWNHOMES, CLEELUM, WA	
☒ Carissa Grizetic	401 old cedars Rd. Cle Elum, WA 98922	
☒ JAMIE DEWISPEZARE	Dallas, TX	
☒ Kari Raul	343 Teanaway Drive Way Cle Elum	
☒ Bruce Christman	287 Rocking Chair Rd Cle Elum 98922	
☒ SEAN WORTHMAN		
☒ Gary Mayers	2641 Mother Road	CE

City of Cle Elum Council Meeting

January 28, 2025, 5:00 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
✓ Jim Day	CHH Attorney	
✓ Martane Adams	Airport Rd.	
✓ Patricia Garris	618 Cleveland S.E.	
✓ Christine Simpson	3rd St	

Debbie Lee

From: Rosa Peterson <rosalpeterson@yahoo.com>
Sent: Tuesday, January 28, 2025 12:15 PM
To: Debbie Lee
Subject: Special Meeting City Heights 01/28/2025

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Dear Debbie Lee,

After reading Mr. John S. Kaplan, Atty for the City of Cle Elum.
as Mr. Kaplan noted:

"The City continues to believe that an experienced Chapter 9 bankruptcy mediator is necessary to try to bridge the gap between the parties by helping to frame realistic expectations of the likely range of outcomes if City Heights forces the City into bankruptcy."

The above says it all. The bankruptcy mediator will review and will make a recommendation to both parties. I agree with Mr. Kaplan's recommendation. He is a excellent choice with an extensive background!

On another note is money. How to solve the cost of atty's fees and potential other costs. I realize the people of Cle Elum will have cost go up. I agree and as such we are a community that will pull thru and learn from this unfortunate situation.

Charging outlining communities (i.e. Suncadia, Teanaway -East & West Fork) the cost of using our roads to get to Safeway, dinner at various restaurants within the town limits.

Debbie Lee it was pleasure talking with you and your assistant.
I hope you will pass this letter on to City Counsel for review tonight.

Yours truly
Rosa L. Peterson
rosalpeterson@yahoo.com

Fw: revised : follow up on our discussion

From Steven Harper <steveharper@cleelum.gov>

Date Tue 1/28/2025 4:51 PM

To Colleda Monick <Colleda.Monick@cleelum.gov>; Colleda Monick <cmonick@hlacivil.com>; Matthew Lundh <mlundh@cleelum.gov>; Alexandra Kenyon <alexandra@kenyondisend.com>; Mike Kenyon <Mike@kenyondisend.com>; Ken Ratliff <kratliff@cleelum.gov>; Steven Cook <scook@cleelum.gov>; Cassidy Buechle-Curtis <cbuechle-curtis@cleelum.gov>; Beth Williams <bwilliams@cleelum.gov>; Audrey Malek <amalek@cleelum.gov>; Jerred Weis <JWeis@cleelum.gov>

From: Sean Northrop <sean@thetrailsidegroup.com>

Sent: Tuesday, January 28, 2025 4:34 PM

To: Steven Harper <steveharper@cleelum.gov>

Subject: revised : follow up on our discussion

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Hello Steven, per our conversations here are suggestions for timing relief that it sounds like the City is seeking.

We reiterate our willingness to participate in mediation. We will attend any mediation the City wants to host, at any time. We agree the city should seek further advisement on how bankruptcy would work and whether the City can qualify. We are open to any mediator you prefer. We do not need to have any input on that although if you are having trouble finding one we can make some suggestions.

We appreciate the City's willingness to engage in discussions aimed at resolving this matter and remain open to working collaboratively to reach a mutually acceptable resolution.

To allow the City sufficient time to organize mediation, City Heights proposes tolling collections for a period of 60 days under the following conditions. These conditions are intended to ensure fairness, good faith on both sides, and to demonstrate a clear path forward toward resolution:

1. Approval of Phase 2 Final Plat Application by February 15th 2025
 - The City will amend the Phase 2 conditions for Final Plat, which was previously denied contrary to the terms of the Development Agreement. The approval will be amended. Condition 2.4, Condition 44 and any other reference to the Montgomery connection will be postponed and applicable to Phase V. Construction approval will be re-issued by February 15th and not subject to the previous Conditions noted above/ This modification will align with the arbitration findings, with City Heights DA exemption from certain sections of Section 16.12A of the vested code described in Appendix B of the DA, will further demonstrate the City's commitment to honoring its agreements.
2. Release of 18 Building Permits
 - When requested, and without an expiration date, the City will issue the 18 building permits currently available at no cost, allowing City Heights to continue its construction activities. This action will enable progress on projects that benefit both the investors and the broader Cle Elum community.

3. Waiver of \$400,000 Stafford Contribution by January 31, 2025
 - The City will waive \$400,000 of the Stafford Contribution.
4. One-Time Payment of \$287,000 by January 31, 2025
 - While this represents only a small fraction of the total amount owed, it signals the City's good faith and commitment to resolving the dispute.

City Heights is open to providing another tolling period after 60 days, provided the parties have agreed to cash and noncash items the City will offer for the second tolling period.

We understand the significant financial challenges the City is facing with this judgment. We do not understand the pace at which the City has dealt with this matter. Despite our sincere interest the City will expedite their solution and avoid further interest costs, this proposal is designed to provide Cle Elum the breathing room it says it needs to organize mediation without immediate financial hardship leading to a Chapter 9 harm. We are not afraid of Chapter 9, however, we think bankruptcy is a terrible idea and should be a last resort for your consideration, rather than a first choice. The choice between working with their creditors or filing bankruptcy is up to the City.

The conditions outlined above are critical to ensure City Heights' investors are also protected and that progress is made in resolving the damages caused by the City's breach of DA.

If the City agrees to these proposed conditions, City Heights will seek its financial group's approvals and promptly toll collections for the agreed-upon 60-day period. During this time, we suggest the City work expeditiously to finalize mediation arrangements, ensuring discussions can commence as soon as possible.

Sean Northrop

Founder & CEO

c: (206) 459-3490

405 NW Gilman Blvd., Suite 102 | Issaquah, WA 98027

CLE ELUM SPECIAL MEETING
MINUTES
JANUARY 14, 2025
5:30 PM
119 W FIRST STREET
CLE ELUM, WA 98922

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

Cassidy Buechle-Curtis - present
Ken Ratliff - absent
Beth Williams - absent
Steven Harper - present
Jerred Weis - present
Steven Cook - present
Audrey Malek - present

Matthew Lundh - Mayor
Debbie Lee - Clerk
William LaRue - Veolia
Rich Albo - Police Chief
Ed Mills - Fire Chief
Matthew Bailey - Public Works Director

2. Executive Session

The Council went into Executive Session at 5:35 p.m. for 20 minutes. The Council is expected to take final action following the Executive Session.

Mayor Lundh returned at 5:55 p.m. extending the Executive Session for an additional 20 minutes. The Council returned from Executive Session at 6:15 p.m.

MOTION: Councilmember Harper made a motion to approve the payment of \$100,000 to City Heights and relieve City Heights of its obligation to contribute \$400,000 toward Stafford Avenue Improvements conditioned upon City Heights agreement to attend a mediation with an experienced bankruptcy mediator. The \$100,000 payment will be made following receipt of a signed mediation agreement with the mediator and both parties. The cost of the first day of mediation shall be paid by the City. Any additional days of mediation will be split equally between the parties; seconded by Councilmember Cook.

MOTION CARRIED: 6 yes 0 no.

- a. Executive Session under the authority of RCW 42.30.110(i) to discuss with legal counsel representing the agency matters relating to agency enforcement actions, or to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence for the agency.

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b. January 14, 2025 Executive Session Script

3. Adjourn

Meeting was adjourned at 6:19 p.m.

Matthew Lundh, Mayor

Debbie Lee, Clerk

DRAFT

**CLE ELUM CITY COUNCIL
MINUTES
JANUARY 14, 2025
6:00 PM
119 W FIRST STREET
CLE ELUM, WA 98922**

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

Cassidy Buechle - Curtis - present
Kent Ratliff - present via zoom
Beth Williams - present via zoom @ 6:31 p.m.
Steven Harper - present
Jerred Weis - present
Steven Cook - present
Audrey Malek - present

Matthew Lundh - Mayor
Debbie Lee - Clerk
Mathew Bailey - Public Works Director
William LaRue - Veolia
Rich Albo - Police Chief
Ed Mills - Fire Chief
Colleda Monick - HLA
Jacob Michael - HLA

**MOTION: Councilmember Cook made a motion to approve the absence of Councilmember Williams; seconded by Councilmember Weis.
MOTION CARRIED: 6 yes 0 no.**

a. [January 14, 2025 Sign In Sheets](#)

2. Public Comment – Limited to 5 Minutes

Due to the number of people who have signed up to speak during public comment Mayor Lundh would like the Council to consider limiting the speaking time to 3 minutes.

MOTION: Councilmember Harper made a motion to limit the time for public speaking to 3 minutes due to the amount of people that are signed up to speak; seconded by Councilmember Cook.

MOTION CARRIED: 5 yes 1 no. (Councilmember Ratliff)

Brian Tate stated that there are systematic failures in the City of Cle Elum and abuse by the City leaders.

Karl Ohleman would like to see affordable housing and transparency with the City. He would also like to see a list of pros and cons of filing bankruptcy.

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Ingrid Vimont stated that EMS services are important to the community and would like the Council to really think about the affects of filing bankruptcy and the affects it would have on City services.

Greg Larson stated he does not work for City Heights but feels like the taxpayer's money is being wasted.

Kathy Wyborski thinks that the City has been bamboozled by Sean Northrup and that citizen will eventually have to pay him.

Sean Northrup stated that he would be happy to meet with citizens at a later time and would like to move forward and stop the back and forth. He appreciates the movement forward that was just announced after the Executive Session.

Carissa Grzetic stated that this has to be a hard topic with the Mayor and Council and that they have an opportunity to turn this around and move forward with City Heights.

Beth Marker applauds the recent decision to postpone bankruptcy as it would leave a bad perception for the City of Cle Elum. The Council will need to problem solve as a group which is hard but beneficial. She also stated that she thinks receivership would be better than bankruptcy.

Skip Haase has concerns about his hanger at the airport that he has had for 18 months, and he is experience some of the same issues as City Heights.

Michael Nelson listened to an interview of Sean Northrup and stated that Sean Northrup has tried to negotiate with the City and the City has not responded. He sees a lot of money going down the drain on both sides.

Larry Stauffer said that the Council has to make some good common sense decisions regarding Hanson Ponds.

Stacy Groh wants to know how the public has decided to give the Council and the Mayor a pass, she stated they have not been doing their job. People need to be held accountable.

Aubrey Shoemaker informed the public that they are moving back to Cle Elum and had lived near the development in the past and would like to see City Heights and the City come together and work things out.

Jeremy asked Mayor Lundh if he was going to set up a meeting with City Heights, Mayor Lundh stated if he answered one question, he would have to answer all questions, and this time is for public comment only.

Christine Heimbigner Simpson stated the insurance money has been exhausted and spent on legal fees. She asked since this was a new arbitration is there more insurance coverage? She would like to see the insurance agreement and have more information available to the public.

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3. Announcements, Appointments, Awards & Recognition

Mayor Lundh wanted a moment of silence for two important people who have recently passed away. Ben Goldie a long time Cle Elum resident, business owner and someone who had served on the Council in the past, also Scott Sparks the Kittitas County Superior Judge who was well respected and ran his courtroom well.

a. John Glondo - Recognition for Dedicated Service to the City of Cle Elum

Mayor Lundh presented John Glondo with a key to the City for all of his years of service to the City of Cle Elum.

b. Dawn Cameron - 2024 Pangrazi Award Presentation

Mayor Lundh presented Dawn Cameron the 2024 Pangrazi Award for all of her volunteer efforts throughout the City of Cle Elum. She was nominated by Mark Kirkpatrick.

c. Appoint Fire Chief- Ed Mills, 1st Assistant- Chase Stanley, 2nd Assistant- Carl Heimbigner, & Secretary- Kaylee Thompson

Fire Chief Mills introduced the 2025 fire positions:

1st Assistant - Chase Stanley

2nd Assistant - Carl Heimbigner

Secretary - Kaylee Thompson

MOTION: Councilmember Harper made a motion to appoint the 2025 fire positions; seconded by Councilmember Weis.

MOTION CARRIED: 7 yes 0 no.

4. Approval of Meeting Agenda

Councilmember Weis would like the Cle Elum Downtown Association added to the agenda under Public Appearance 7. C. and move item K. Letter of Support Kittitas County BEAD to New Business G.

MOTION: Councilmember Cook made a motion to amend the agenda as stated above; seconded by Councilmember Harper.

MOTION CARRIED: 7 yes 0 no.

5. Consent Agenda

Council was made aware of a typo in the County Library Agreement it had the wrong year as 2024

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needed to be 2025. The County just asked if we could change it in the document.

MOTION: Councilmember Harper made a motion to approve the consent agenda fixing the typo from 2024 to 2025; seconded by Councilmember Weis.

MOTION: 7 yes 0 no.

- a. Approve the Payables Dated December 31, 2024 \$459,218.43
- b. Approve the Payables Dated January 14, 2025 \$582,441.26
- c. Approve the Payroll Vouchers Dated December 31, 2024 - \$89,779.80
- d. Approve the Payroll Vouchers Dated January 3, 2025 - \$245,016.97
- e. Approve the City Council Meeting Minutes Dated December 10, 2024
- f. Approve the Special City of Cle Elum Council Meeting Minutes Dated December 19, 2024
- g. Approve the Special City of Cle Elum Council Meeting Minutes Dated January 6, 2025
- h. Progress Estimate No. 9 First Street Improvements Phase 3 Downtown Revitalization - Active Construction \$241,652.74
- i. Progress Estimate No. 3 & Final Second Street Pathway Safety Stabilization - Ascent Foundation & More \$590.98
- j. City of Cle Elum - 2025 County Library Agreement

6. Department Head Reports

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a. [Rob Omans - City Administrator](#)

See attached report.

b. [Colleda Monick - Planner HLA](#)

See attached report.

Discussion was had about the public comment period for Bullfrog Apartments, Colleda stated it was extended a few days due to the holidays and the public will have two more chances to comment.

Snowy River's Equipment's CUP was approved. They will need to do some mitigation work, and they are working with WSDOT.

c. [Mathew Bailey - Public Works Director](#)

Mathew Bailey introduced himself to the Council. He stated he has 12 years of experience and will make sure the infrastructure is maintained and is sustainable.

See attached report.

d. [Ed Mills - Fire Chief](#)

See attached report.

e. [Rich Albo - Police Chief](#)

See attached report.

f. [William LaRue - Veolia](#)

See attached report.

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

a. [2025 Cle Elum School Levy - Gary Berndt](#)

John Belcher the Superintendent of the Cle Elum Roslyn School District informed the Council about the upcoming levy.

See attached handout.

Gary Berndt is the Co-Chair and stated this is a capital levy that will help with updates to the 30-year-old school which is much needed. He would like to have the Council's support

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as the community needs to invest in the kids that are going to the school.

b. [Bullfrog Flats Process Overview - Clara Park](#)

Clara Park gave an overview on the Bullfrog Flats Development process to the Council.

c. [Cle Elum Downtown Association - 2025-2026 Main Street Economic Vitality Program - Jordan Peterson](#)

Jordan reported that the Cle Elum Downtown Association has a chance to be selected for an Economic Development Vitality program. There are virtual training workshops, and it is a two-year program that does not cost. She will present more on this at the end of the month. Jordan also spoke about the recent comments on Facebook, and she reminded everyone they should be respectful.

See attached handout.

8. **Business Requiring Public Hearings**

a. [Resolution 2025-003 A Resolution of the City of Cle Elum, Washington, in Support of the Cle Elum-Roslyn School District's Proposition No. 1 Capital Levy for Safety, Security, Technology and Facility Improvements - Mayor Lundh](#)

Mayor Lundh opened the Public Hearing at 8:21 p.m. and closed the Public Hearing at 8:22 p.m. with no public comment.

Mayor Lundh would like the Council to consider Resolution 2025-003 and support Proposition No. 1 Capital Levy.

9. **Unfinished Business**

a. [Discuss Decision on Hanson Ponds Option](#)

Councilmember Harper gave the Council a copy of the proposed resolution. They have seen this resolution at previous meetings. The Council has had discussion about the different options that the Kittitas County Conservative Trust have presented in the past. The Council is in agreement that option 3 is the best option to consider as it will cause the least exposure to liability. Councilmember Harper thanked Larry Stauffer for all of his work that he has put into this project.

MOTION: Councilmember Harper made a motion to approve Resolution 2025-004 Hanson Pond Option 3; seconded by Councilmember Weis.

MOTION CARRIED: 7 yes 0 no.

10. **New Business**

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- a. [Resolution 2025-002 Adopting the City of Cle Elum & South Cle Elum Water System Plan - Jacob Michael HLA](#)

Jacob Michael reported to the Council that the Department of Health requires any water system that serves 1,000 customers or more to have an updated water system plan. The plan has to show production capacity, waste treatment capacity and water storage capacity. Jacob Michael recommends that the Council approve this water system plan.

MOTION: Councilmember Harper made a motion to approve Resolution 2025-002 Adopting the City of Cle Elum Water System Plan; seconded by Councilmember Cook.

MOTION : 7 yes 0 no.

- b. [Resolution 2025-001 A Resolution Adopting the Distribution of the 2025 Hotel/Motel Tax Fund Grants - Cle Elum - Mayor Lundh](#)

Councilmember Cook reported to the Council that this is a culmination of projects that the County finalized at the November meeting.

MOTION: Councilmember Cook made a motion to approve Resolution 2025-001 Adopting the Distribution of the 2025 Hotel/Motel Tax Fund Grant; seconded by Councilmember Harper.

MOTION CARRIED: 7 yes 0 no.

- c. [Resolution 2025-003 A Resolution of the City of Cle Elum, Washington, in Support of the Cle Elum-Roslyn School District's Proposition No. 1 Capital Levy for Safety, Security, Technology, and Facility Improvements - Mayor Lundh](#)

Discussion was had that this is not a new levy, it is replacing an expiring levy with a capital levy.

Councilmember Harper stated he is not in support of the City supporting a ballot if it doesn't directly relate to city operations.

MOTION: Councilmember Cook made a motion to approve Resolution 2025-003 Supporting Cle Elum School District Proposition No. 1 Capital Levy; seconded by Councilmember Malek.

MOTION CARRIED: 6 yes 1 no. (Councilmember Harper)

- d. [2025 Lodging Tax Application City of Cle Elum - Downtown Association & Visitor Center - Rob Omans](#)

Councilmember Cook reported that the Lodging Tax & Event Committee met and reviewed this application, since that time a budget has been presented and the plans of the space were attached. This application will create a new space for the Downtown Association and a Visitor Center. This request is for \$64,000.00.

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MOTION: Councilmember Harper made a motion to approve the 2025 City of Cle Elum Lodging Tax Application in the amount of \$64,000.00; seconded by Councilmember Cook.

MOTION CARRIED: 7 yes 0 no.

- e. Approve Bid and Sign Contract with Pease Piping for City Hall/Visitor Center - Rob Omans

MOTION: Councilmember Harper made a motion to approve the Mayor to sign the contract with Pease Piping for the Downtown Association/Visitor Center in the amount of \$106,400.93; seconded by Councilmember Cook.

MOTION CARRIED: 7 yes 0 no.

- f. Letter of Support Allowing the Creation of a Public Facilities District to Support the Community Recreation Center - Mayor Lundh

Mayor Lundh reported that this is a letter of support for a House Bill and Senate Bill enabling the City of Cle Elum to create a Public Facilities District, this would help fund the proposed Recreation Facility that is being planned.

MOTION: Councilmember Cook made a motion to approve the Mayor to sign the Letter of Support supporting a House and Senate Bill to create a Public Facilities District; seconded by Councilmember Harper.

MOTION CARRIED: 7 yes 0 no.

- g. Letter of Support - Kittitas County BEAD Application

Councilmember Weis had concerns that he may have to recuse himself due to a possible conflict of interest and would like to change the language in the second paragraph of the letter of support. Then Councilmember Weis did recuse himself due to earlier dealings with this company.

Discussion was had about the language and some felt that it wouldn't help the actual citizens within City limits of Cle Elum but more for underserved rural areas.

It was decided to leave the letter as presented.

MOTION: Councilmember Harper made a motion to approve the Mayor to sign the letter of support for Kittitas County BEAD Application; seconded by Councilmember Cook.

MOTION CARRIED: 6 yes 0 no. (1 abstention Councilmember Weis)

11. Report of Committees

City Council Agenda

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a. Update from COG Council of Governments - Councilmember Cook

Councilmember Cook wanted to get the Council's direction on how they feel about Council of Governments (COG) pooling all entity funds with Kittitas, Cle Elum, Ellensburg and Roslyn. This would enable all entities to hire someone to help with federal funding for projects. This amount would be based on population and determined at a later date. Nothing is set in stone yet just getting all jurisdictions input on this topic.

Councilmember Williams asked what the benefit of this would be. It was explained that it could be helpful for community projects and more regional opportunities for Kittitas County as a whole.

The Council thought this would be a good thing.

b. Public Works & Community Development - Jerred Weis Chair

Councilmember Weis reported that the Public Works & Community Development Committee met and created an updated Ordinance to allow more relief on the sewer side since the sewer rate structure was changed. If a resident has a water leak it will affect their sewer bill also, it was decided to make the amount higher for relief. The new amount is up to \$1,000.00. The customer will still have to meet all the guidelines for requesting relief. The three that are on the agenda today have been paused until this new Ordinance took into effect.

Leak Relief Request - Michael Weiser

MOTION: Councilmember Harper made a motion to approve the leak request for Michael Weiser in the amount of \$385.48; seconded by Councilmember Weis.

MOTION CARRIED: 7 yes 0 no.

Request For Leak Adjustment - Cherie Brumbaugh

MOTION: Councilmember Harper made a motion to approve the leak request for Cherie Brumbaugh in the amount of \$778.95; seconded by Councilmember Weis.

MOTION CARRIED: 7 yes 0 no.

Request for Leak Adjustment - James Staecheli

MOTION: Councilmember Harper made a motion to approve the leak request for James Staecheli in the amount of \$845.29; seconded by Councilmember Weis.

MOTION CARRIED: 7 yes 0 no.

c. Lodging Tax & Events Committee - Steven Cook

This was covered earlier in the agenda.

12. Councilmember Comments - Limited to 5 Minutes

Councilmember Harper is hopeful that the City of Cle Elum and City Heights will reach an

City Council Agenda

January 14, 2025

119 W FIRST STREET
CLE ELUM, WA 98922

agreement. He also stated that the City's meetings have to meet all of the open public meeting act requirements and meetings can't be held "behind closed doors" the city also has financial and accountability audits, and the City has good internal controls, and the public funds are handled properly. Councilmember Harper also stated that the new administration is even more transparent and accessible than previous administrations.

a. FYI - January 2025 City of Cle Elum Project Summary - HLA

13. Mayor's Report

Mathew Bailey Public Works Director informed the Council that the City will be getting a base station reading system for the water meters soon. This will save time for Public Works to read meters and allow a public portal where residents will be able to go in and see if they have leaks, the residents will also be able to set parameters on the amount of water that they want to use and if they were to go over that amount they would receive a text or email letting them know they went over the preset amounts. Utility Billing Clerk Audrey Casassa will be able to monitor leaks closer and hopefully this will cut down on water loss.

Mayor Lundh reported:

- Last Thursday Rob Omans, Mayor Lundh and Matthew Bailey went to Yakima and met with HLA and discussed all of the current projects, it was time well spent.
- Met with the regional manager from Veolia regarding the upcoming contract renewal.
- Waste Management has added optional recycling services to the City of Cle Elum. Interested residents can sign up online. This should be available March or April. Current City Waste Management customers will also get a postcard in the mail with information.
- Mayor Lundh, Mayor Adams and Commissioner Osiadacz attended a leadership class at City Hall presented by the Chamber of Commerce.
- Mayor Lundh wanted to thank everyone who attended the meeting tonight and gave public comment. He appreciates the engagement of citizens and wants a resolution to City Heights, and it is not the City's intent to delay negotiations.

14. Adjournment by Motion

Meeting was adjourned at 9:31 p.m.

Matthew Lundh, Mayor

Debbie Lee, Clerk

2024
CHECK REGISTER

City Of Cle Elum

12/29/2024 To: 12/30/2024

Time: 14:32:03 Date: 01/17/2025

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
6005	12/29/2024	Claims	1	EFT	City of Cle Elum	4,475.53	December 2024 w/s use - Police, Fire, City Hall, Water plant, Public works, library, bathrooms, rentals
6006	12/29/2024	Claims	1	EFT	Umpqua Bank	22,137.78	December visa charges Police \$569.76, Fire \$4,096.06, PW \$2,238.81, Library \$496.10, Police \$1,346.94, City Admin \$13,541.41
6013	12/29/2024	Claims	1	EFT	Puget Sound Energy	238.55	Dec 2024- First St & Penn Ave St Lights - due 1/30/25
6014	12/29/2024	Claims	1	EFT	Puget Sound Energy	365.94	Nov/Dec 2024 - 117 W First St #2 - Electricity- Salon 2120 } (11/7-12/18)
6015	12/30/2024	Claims	1	47275	Consilio LLC	10,083.59	City Heights arbitration December fees
6016	12/30/2024	Claims	1	47276	HLA Engineering and Land Surveying, Inc.	150,095.11	December engineering fees -- City Heights; December engineering fees -- Bullfrog Flats; December engineering fees -- First St. DOT \$6M and TIB Oakes Grants Phase 3; December engineering fees -- CDBG S
6017	12/30/2024	Claims	1	47277	Hydrevo, LLC	1,858.00	Water System Leak Survey 12/9/24
6018	12/30/2024	Claims	1	47278	Kittitas County Auditor	2,845.64	CEDA annual marketing county paid to CEDA - City share to pay to county
6019	12/30/2024	Claims	1	47279	Kittitas County Sheriff Department	7,233.94	Jail Services 2024 4th Qtr Contract
6020	12/30/2024	Claims	1	47280	NC Machinery Company	448.02	Public works Snow block/shaft/cap
6021	12/30/2024	Claims	1	47281	Northern Kittitas County Tribune	212.00	Planning technician first run; Fire dept. administrative assistant first run full time; City council position #1 2nd run; City council position #1 first run
6022	12/30/2024	Claims	1	47282	Pacifica Law Group	2,782.00	December fees -- City Heights arbitration
6023	12/30/2024	Claims	1	47283	SeaWestern	15,359.23	Fire Dept Uniforms/Vandergrind and Downs; Fire Dept Uniforms/Peterson; Fire Dept Uniforms/Miller; Fire Dept Uniforms/Downs; Fire Dept Uniforms/Vandergrind
6024	12/30/2024	Claims	1	47284	Storey Service Station	326.28	Fire Dept December fuel
6025	12/30/2024	Claims	1	47285	UKC Rotary	34,306.31	Last payment for the \$170,000 2024 lodging tax application approval
6026	12/30/2024	Claims	1	47286	WA State Dept of Transportation	151.84	December First St. Project Management Phase 3
6027	12/30/2024	Claims	1	47287	WA State Secretary of State	1,250.00	Library lease of SOW Broadband Equipment/Internet 2024 3rd and 4th quarters; Library lease of SOW Broadband Equipment/Internet 4th 2023, 1st and 2nd 2024 quarters

513 Executive	87.50
518 Centralized Services	10,862.52
521 Police Department	9,444.73
522 Fire Department	20,480.71
558 Planning & Community Devel	12,811.82
559 Housing & Community Develop	3,194.50

CHECK REGISTER

City Of Cle Elum

12/29/2024 To: 12/30/2024

Time: 14:32:03 Date: 01/17/2025

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			572 Libraries			1,884.26	
			576 Park Facilities			770.53	
			594 Capital Expenditures			4,676.50	
		001	Current Expense/General Fund			64,213.07	
			518 Centralized Services			942.00	
		002	UKC Recreation Center			942.00	
			515 Legal Services			12,865.59	
			559 Housing & Community Develop			7,213.34	
		004	City Heights WCIA Settlement Agreement 2023			20,078.93	
			542 Streets - Maintenance			3,114.61	
			543 Streets Admin & Overhead			1,041.09	
			595 Capital Expenditures- Streets			39,432.72	
		101	Street Fund			43,588.42	
			595 Capital Expenditures- Streets			18,496.75	
		102	TIB Complete Streets Grant			18,496.75	
			557 Community Services			2,845.64	
			594 Capital Expenditures			34,306.31	
		106	Tourist/Lodging Tax Fund			37,151.95	
			515 Legal Services			131.50	
			558 Planning & Community Devel			609.50	
		127	City Heights CRA 2020-01 Devel. Fund			741.00	
			558 Planning & Community Devel			53,194.58	
		131	Blue Fern Development DA 2024-002/CRA 2024-01,			53,194.58	
			558 Planning & Community Devel			5,971.50	
		132	Wildwood Ranch Devel. DA 2024-001 /CRA 2024-02			5,971.50	
			534 Water Utilities			4,711.21	
		401	Water Fund			4,711.21	
			534 Water Utilities			3,641.41	
		404	Water Regional Fund			3,641.41	
			535 Sewer			902.69	
		409	Sewer Fund			902.69	
			594 Capital Expenditures			536.25	
		413	Sewer Capital Reserve Fund			536.25	
						254,169.76	Claims: 254,169.76

CHECK REGISTER

City Of Cle Elum

Time: 14:32:03 Date: 01/17/2025

12/29/2024 To: 12/30/2024

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

_____	Date _____
Jerred Weis	

_____	Date _____
Steven Harper	

_____	Date _____
Beth Williams	

2025

CHECK REGISTER

City Of Cle Elum

01/15/2025 To: 01/28/2025

Time: 10:26:19 Date: 01/24/2025

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
137	01/20/2025	Claims	1	EFT	Umpqua Bank		Wrong year
145	01/15/2025	Claims	1	EFT	Cintas Corporation	282.77	Public Works Mats/Towels/Uniforms/Cleaning 1/6
172	01/15/2025	Claims	1	EFT	WA State Dept of Licensing	125.00	McLachlan Firearms misc permit
174	01/15/2025	Claims	1	EFT	Lumen (Level 3)	30.03	City long distance
221	01/16/2025	Claims	1	EFT	WA State Dept of Licensing	36.00	Gun Permits #1100 and 1101
238	01/17/2025	Claims	1	EFT	Methodworks	2,883.64	Fire Dept and Public works computers
253	01/21/2025	Claims	1	EFT	Crystal Springs	68.61	City hall water
254	01/21/2025	Claims	1	EFT	Methodworks	3,572.77	Police Dept Spillman issues, 4 video hard drives, and setting up new computer; IT Dept. replace 2 APC battery trays, replace IT PC, verified NVR, troubleshoot issues city hall
256	01/21/2025	Claims	1	EFT	WA State Dept of Revenue	1,881.06	4th qtr. Leasehold Excise Tax
257	01/21/2025	Claims	1	EFT	Cintas Corporation	332.13	Mats/Towels/Uniforms/Cleaning public works 1/14
266	01/21/2025	Claims	1	EFT	WA State Dept of Revenue	28,057.87	December 2024 Excise Tax
281	01/21/2025	Claims	1	EFT	Kittitas County P.U.D. #1	770.85	Electric for PW shop, airport office, sewer lift station
336	01/24/2025	Claims	1	EFT	Pease Piping, Inc.	53,505.34	City Hall Salon Suite Remodel #1 pmt
292	01/28/2025	Claims	1	47288	Active Construction Inc	66,022.50	First St Phase 3 progress estimate #10 -- DOT/TIB/COG Grants
293	01/28/2025	Claims	1	47289	Aon Risk Insurance Services West, Inc.	3,427.00	2005 Airport Insurance
294	01/28/2025	Claims	1	47290	Canon Financial Services, Inc.	623.61	City hall copier lease 1/1/25 to 1/31/25; Library and public works copier lease 1/1/25 to 1/31/25
295	01/28/2025	Claims	1	47291	CivicPlus LLC	4,762.38	2025 Clerk software subscription
296	01/28/2025	Claims	1	47292	Consolidated Supply Co.	3,470.73	Valve/Lids/Risers for water meters; Water main supply for water meters
297	01/28/2025	Claims	1	47293	Copiers Northwest Inc.	74.53	Canon staple cartridge
298	01/28/2025	Claims	1	47294	James and Christine Felicetty	75.92	1468.0 - 316 W SECOND ST Refund/Felicetty
299	01/28/2025	Claims	1	47295	General Code	180.32	Update code Ordinance 1685,1689,1690,1691
300	01/28/2025	Claims	1	47296	Hydrevo, LLC	1,858.00	Water System Leak Survey 1/28/25
301	01/28/2025	Claims	1	47297	International Code Council	170.00	2025 Membership
302	01/28/2025	Claims	1	47298	James Oil/Pacific Pride	1,604.37	Public works fuel 1/1/25 to 1/15/25; Police Dept fuel 1/1 to 1/15/25
303	01/28/2025	Claims	1	47299	Jerrol's	333.18	NEC 1099 forms; Payable/Payroll Checks
304	01/28/2025	Claims	1	47300	Alec Johnson	1,000.00	Police/Johnson Backup firearm
305	01/28/2025	Claims	1	47301	Matthew Lundh	170.14	John Glondo council plaque
306	01/28/2025	Claims	1	47302	Marson & Marson	24.91	Public Works - Street cutting blade, and credit on 12" Diamond segmented
307	01/28/2025	Claims	1	47303	NC Machinery Company	32.40	Public works street supply shipping

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City Of Cle Elum

01/15/2025 To: 01/28/2025

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
308	01/28/2025	Claims	1	47304	Northern Kittitas County Tribune	517.20	Planning technician job 2nd run; Fire dept. administrative assistant 2nd run; Public hearing 6 year stip amendment; Ordinance 1692 Relief of water sewer bill; Public Hearing Bullfrog flats development
309	01/28/2025	Claims	1	47305	Uline	107.69	Public works laundry detergent
310	01/28/2025	Claims	1	47306	Veolia Water North America	42,026.37	Waste water treatment plant January
311	01/28/2025	Claims	1	47307	Washington Assoc of Sheriff Police Chief	120.00	Police 2025 Dues
312	01/28/2025	Claims	1	47308	Waste Management of Ellensburg	84,435.71	January solid waste collection and removal service
313	01/28/2025	Claims	1	47309	Yakima Valley Utility Coord. Council	120.00	2025 Dues -- 811
511 Legislative						441.76	
518 Centralized Services						4,319.30	
521 Police Department						3,529.33	
522 Fire Department						1,263.73	
558 Planning & Community Devel						170.00	
559 Housing & Community Develop						301.40	
572 Libraries						174.29	
594 Capital Expenditures						37,453.74	
001 Current Expense/General Fund						47,653.55	
542 Streets - Maintenance						542.29	
543 Streets Admin & Overhead						622.26	
591 Debt Service - Principal Repayment						160.93	
594 Capital Expenditures						1,605.16	
595 Capital Expenditures- Streets						57,494.97	
101 Street Fund						60,425.61	
595 Capital Expenditures- Streets						8,527.53	
102 TIB Complete Streets Grant						8,527.53	
521 Police Department						116.00	
104 Police 3/10's Sales Tax Fund						116.00	
558 Planning & Community Devel						61.25	
127 City Heights CRA 2020-01 Devel. Fund						61.25	
340 Charges For Goods & Services						33.66	
534 Water Utilities						22,524.57	
594 Capital Expenditures						8,025.80	
401 Water Fund						30,584.03	
340 Charges For Goods & Services						25.08	
537 Garbage & Solid Waste						90,309.52	
402 Garbage Fund						90,334.60	
546 Airports, Port, Terminal						3,550.12	
403 Airport Fund						3,550.12	
340 Charges For Goods & Services						-16.53	
406 Water Capital Reserve Fund						-16.53	

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City Of Cle Elum

01/15/2025 To: 01/28/2025

Time: 10:26:19 Date: 01/24/2025

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			340		Charges For Goods & Services	33.71	
			535		Sewer	10,944.09	
			594		Capital Expenditures	6,420.64	
			409		Sewer Fund	17,398.44	
			535		Sewer	42,026.37	
			410		Sewer Regional Fund	42,026.37	
			580		Non Expenditures	2,042.06	
			699		State Agency Fund 380/580	2,042.06	
* Transaction Has Mixed Revenue And Expense Accounts						302,703.03	Claims: 302,703.03

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:

Jerrold Weis

Date _____

Steven Harper

Date _____

Beth Williams

Date _____



January 20, 2025

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

Attn: Mayor Matthew Lundh

Re: City of Cle Elum
First Street Improvements Phase 3 - Downtown Revitalization
HLA Project No.: 23150C
Fed. Aid Project No.: STBG(R)-0903(086)
TIB Project No.: 6-E-930(008)-1
Progress Estimate No.: 10

Dear Mayor Lundh:

Enclosed is Progress Estimate No. 10 for work performed by Active Construction, Inc., through December 31, 2024, in connection with their contract on the above referenced project. The amount due to the Contractor is \$66,022.50. As specified in the federal funding agreement associated with this project, no retainage is being withheld by the City of Cle Elum.

Submission of Certified Payrolls for Active Construction, Inc. and subcontractors are required for review. Our office is completing this task on behalf of the City of Cle Elum. Labor documents will be provided to the City of Cle Elum upon completion of the project.

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.

Sincerely,

 Digitally signed by
Benjamin A. Annen
Date: 2025.01.21
13:16:42-08'00'

Benjamin A. Annen, PE

BAA/asr

Enclosures

Copy: Greg Gebhard, Josh Grau, Tommy Pelton, Active Construction, Inc.
Rob Omans, Mathew Bailey, Debbie Lee, Robin Newcomb, City of Cle Elum
Taylor Denny, Dennis Peralá, Jennifer Davis, HLA

CONSTRUCTION PROGRESS ESTIMATE

First Street Improvements Phase 3 - Downtown Revitalization

CITY OF CLE ELUM

119 WEST 1ST STREET

CLE ELUM, WA 98922

TO: Active Construction, Inc.

PO Box 430

Puyallup, WA 98443

HLA PROJECT NO.: 23150C

TIB Project No.: 6-E-930(008)-1

FEDERAL AID NO. STBG(R)-0903(086)

PROGRESS ESTIMATE NO.: 10

FROM: Dec. 01, 2024

TO: Dec. 31, 2024



BID ITEM NO.	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	Minor Change	FA	1	\$ 175,000.00	\$ 175,000.00	0.74	\$ 128,721.69	0.50	\$ 87,749.19	0.23	\$ 40,972.50	74%
2	Training	HR	1,200	\$ 1.00	\$ 1,200.00	1,147	\$ 1,147.00	1,147	\$ 1,147.00	0	\$ -	96%
3	SPCC Plan	LS	1	\$ 150.00	\$ 150.00	1	\$ 150.00	1	\$ 150.00	0	\$ -	100%
4	Archaeological and Historical Salvage	FA	1	\$ 100.00	\$ 100.00	0	\$ -	0	\$ -	0	\$ -	0%
5	Mobilization	LS	1	\$ 373,354.00	\$ 373,354.00	1	\$ 373,354.00	1	\$ 373,354.00	0	\$ -	100%
6	Project Temporary Traffic Control	LS	1	\$ 270,000.00	\$ 270,000.00	0.83	\$ 223,040.00	0.78	\$ 211,490.00	0.04	\$ 11,550.00	83%
7	Clearing and Grubbing	LS	1	\$ 5,000.00	\$ 5,000.00	1.00	\$ 5,000.00	1.00	\$ 5,000.00	0	\$ -	100%
8	Removal of Structures and Obstructions	LS	1	\$ 177,000.00	\$ 177,000.00	1	\$ 177,000.00	1	\$ 177,000.00	0	\$ -	100%
9	Unclassified Excavation Incl. Haul	CY	2,510	\$ 85.00	\$ 213,350.00	2,620.97	\$ 222,782.45	2,620.97	\$ 222,782.45	0	\$ -	104%
10	Crushed Surfacing Base Course	TON	970	\$ 38.00	\$ 36,860.00	681.23	\$ 25,886.74	681.23	\$ 25,886.74	0	\$ -	70%
11	Crushed Surfacing Top Course	TON	130	\$ 58.00	\$ 7,540.00	95.97	\$ 5,566.26	95.97	\$ 5,566.26	0	\$ -	74%
12	HMA Cl. 1/2-Inch PG 64H-28	TON	330	\$ 230.00	\$ 75,900.00	358.04	\$ 82,349.20	358.04	\$ 82,349.20	0	\$ -	108%
13	Storm Sewer Pipe 12 In. Diam.	LF	95	\$ 110.00	\$ 10,450.00	42	\$ 4,620.00	42	\$ 4,620.00	0	\$ -	44%
14	Storm Sewer Pipe 6 In. Diam., Incl. Saddle	EA	2	\$ 3,500.00	\$ 7,000.00	0	\$ -	0	\$ -	0	\$ -	0%
15	Catch Basin Type 1	EA	2	\$ 1,800.00	\$ 3,600.00	2	\$ 3,600.00	2	\$ 3,600.00	0	\$ -	100%
16	Adjust Catch Basin	EA	32	\$ 350.00	\$ 11,200.00	32	\$ 11,200.00	32	\$ 11,200.00	0	\$ -	100%
17	Adjust Monitoring Well	EA	2	\$ 350.00	\$ 700.00	1	\$ 350.00	1	\$ 350.00	0	\$ -	50%
18	Select Backfill, as Directed	CY	50	\$ 75.00	\$ 3,750.00	0	\$ -	0	\$ -	0	\$ -	0%
19	D.I. Pipe for Water Main 6 In. Diam.	LF	6	\$ 190.00	\$ 1,140.00	5	\$ 950.00	5	\$ 950.00	0	\$ -	83%
20	Adjust Valve Box	EA	4	\$ 335.00	\$ 1,340.00	4	\$ 1,340.00	4	\$ 1,340.00	0	\$ -	100%
21	Hydrant Assembly with Tapping Valve Assembly	EA	1	\$ 20,000.00	\$ 20,000.00	1	\$ 20,000.00	1	\$ 20,000.00	0	\$ -	100%
22	Hydrant Assembly Replacement	EA	1	\$ 8,000.00	\$ 8,000.00	1	\$ 8,000.00	1	\$ 8,000.00	0	\$ -	100%
23	Adjust Meter Box	EA	25	\$ 400.00	\$ 10,000.00	25	\$ 10,000.00	25	\$ 10,000.00	0	\$ -	100%
24	Irrigation System, Complete	LS	1	\$ 265,000.00	\$ 265,000.00	0.97	\$ 257,428.57	0.97	\$ 257,428.57	0	\$ -	97%
25	ESC Lead	DAY	66	\$ 1.00	\$ 66.00	0	\$ -	0	\$ -	0	\$ -	0%
26	Inlet Protection	EA	54	\$ 115.00	\$ 6,210.00	51	\$ 5,865.00	51	\$ 5,865.00	0	\$ -	94%
27	Plant Selection - Redpointe Maple (2-1/2" Caliper)	EA	21	\$ 675.00	\$ 14,175.00	21	\$ 14,175.00	21	\$ 14,175.00	0	\$ -	100%
28	Plant Selection - Metro Gold Maple (2-1/2" Caliper)	EA	40	\$ 555.00	\$ 22,200.00	37	\$ 20,535.00	37	\$ 20,535.00	0	\$ -	93%
29	Plant Selection - Kelseyi Dogwood (2 Gallon)	EA	412	\$ 55.00	\$ 22,660.00	383	\$ 21,065.00	383	\$ 21,065.00	0	\$ -	93%
30	Plant Selection - Dwarf Mugo Pine (2 Gallon)	EA	80	\$ 55.00	\$ 4,400.00	72	\$ 3,960.00	72	\$ 3,960.00	0	\$ -	90%

CONSTRUCTION PROGRESS ESTIMATE

First Street Improvements Phase 3 - Downtown Revitalization

CITY OF CLE ELUM

119 WEST 1ST STREET

CLE ELUM, WA 98922

TO: Active Construction, Inc.

PO Box 430

Puyallup, WA 98443

HLA PROJECT NO.: 23150C

TIB Project No.: 6-E-930(008)-1

FEDERAL AID NO. STBG(R)-0903(086)

PROGRESS ESTIMATE NO.: 10

FROM: Dec. 01, 2024

TO: Dec. 31, 2024



BID ITEM NO.	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	
31	Plant Selection - Black Eyed Susan (1 Gallon)	EA	1,035	\$ 20.00	\$ 20,700.00	1,030	\$ 20,600.00	1,030	\$ 20,600.00	0	\$ -	100%
32	Plant Selection - Woods Compact Kinnikinnick (2 Gallon)	EA	1,795	\$ 40.00	\$ 71,800.00	1,558	\$ 62,320.00	1,558	\$ 62,320.00	0	\$ -	87%
33	Plant Selection - Golden Nugget Barberry (2 Gallon)	EA	105	\$ 30.00	\$ 3,150.00	70	\$ 2,100.00	70	\$ 2,100.00	0	\$ -	67%
34	Plant Selection - Flower Carpet Pink Rose (2 Gallon)	EA	59	\$ 35.00	\$ 2,065.00	50	\$ 1,750.00	50	\$ 1,750.00	0	\$ -	85%
35	Plant Selection - Sun Rose Burgundy Dazzler (1 Gallon)	EA	195	\$ 20.00	\$ 3,900.00	193	\$ 3,860.00	193	\$ 3,860.00	0	\$ -	99%
36	Plant Selection - Moonbeam Coreopsis (1 Gallon)	EA	600	\$ 25.00	\$ 15,000.00	642	\$ 16,050.00	642	\$ 16,050.00	0	\$ -	107%
37	Topsoil Type A	CY	580	\$ 130.00	\$ 75,400.00	570.04	\$ 74,105.20	570.04	\$ 74,105.20	0	\$ -	98%
38	Subgrade Topsoil	CY	975	\$ 110.00	\$ 107,250.00	111.20	\$ 12,232.00	111.20	\$ 12,232.00	0	\$ -	11%
39	Root Barrier	LF	3,850	\$ 16.00	\$ 61,600.00	2,437	\$ 38,992.00	2,437	\$ 38,992.00	0	\$ -	63%
40	Root Path	LF	2,275	\$ 20.00	\$ 45,500.00	2,058	\$ 41,160.00	2,058	\$ 41,160.00	0	\$ -	90%
41	Basalt Rock Mulch	CY	100	\$ 110.00	\$ 11,000.00	89.33	\$ 9,826.30	89.33	\$ 9,826.30	0	\$ -	89%
42	Plant Establishment	FA	1	\$ 10,000.00	\$ 10,000.00	0	\$ -	0	\$ -	0	\$ -	0%
43	Cement Conc. Traffic Curb and Gutter	LF	3,730	\$ 34.00	\$ 126,820.00	3,765	\$ 128,010.00	3,765	\$ 128,010.00	0	\$ -	101%
44	Bench	EA	12	\$ 3,000.00	\$ 36,000.00	12	\$ 36,000.00	12	\$ 36,000.00	0	\$ -	100%
45	Trash Receptacle	EA	6	\$ 5,100.00	\$ 30,600.00	6	\$ 30,600.00	6	\$ 30,600.00	0	\$ -	100%
46	Bike Rack	EA	18	\$ 1,800.00	\$ 32,400.00	14	\$ 25,200.00	14	\$ 25,200.00	0	\$ -	78%
47	Bollard	EA	3	\$ 3,500.00	\$ 10,500.00	2.57	\$ 9,000.00	0	\$ -	2.57	\$ 9,000.00	86%
48	Monument Relocation	FA	1	\$ 2,500.00	\$ 2,500.00	0.09	\$ 227.91	0.09	\$ 227.91	0	\$ -	9%
49	Coal Cart Relocation	FA	1	\$ 10,000.00	\$ 10,000.00	0	\$ -	0	\$ -	0	\$ -	0%
50	Trash Compactor Relocation	FA	1	\$ 2,000.00	\$ 2,000.00	0	\$ -	0	\$ -	0	\$ -	0%
51	Cement Conc. Sidewalk 6-Inch Thick	SY	225	\$ 131.00	\$ 29,475.00	268.25	\$ 35,140.75	268.25	\$ 35,140.75	0	\$ -	119%
52	Cement Conc. Sidewalk 4-Inch Thick	SY	45	\$ 115.00	\$ 5,175.00	38.28	\$ 4,402.20	38.28	\$ 4,402.20	0	\$ -	85%
53	Cement Conc. Sidewalk 4-Inch Thick Patterned	SY	4,990	\$ 115.00	\$ 573,850.00	4,416.43	\$ 507,889.45	4,416.43	\$ 507,889.45	0	\$ -	89%
54	Cement Conc. Curb Ramp	EA	28	\$ 3,400.00	\$ 95,200.00	30	\$ 102,000.00	30	\$ 102,000.00	0	\$ -	107%
55	Tree Lighting System, Complete	LS	1	\$ 280,000.00	\$ 280,000.00	0.99	\$ 277,200.00	0.99	\$ 277,200.00	0	\$ -	99%
56	Conduit Installation (PSE Illumination)	LF	2,690	\$ 25.00	\$ 67,250.00	2,958	\$ 73,950.00	2,958	\$ 73,950.00	0	\$ -	110%
57	Furnished Conduit Installation (PSE Power)	LF	1,960	\$ 24.00	\$ 47,040.00	2,009	\$ 48,216.00	2,009	\$ 48,216.00	0	\$ -	103%
58	Furnished Conduit Installation (Wholesale Communications)	LF	575	\$ 15.00	\$ 8,625.00	799	\$ 11,985.00	799	\$ 11,985.00	0	\$ -	139%
59	Furnished Conduit Installation (Inland Networks)	LF	1,025	\$ 15.00	\$ 15,375.00	1,003	\$ 15,045.00	1,003	\$ 15,045.00	0	\$ -	98%
60	Furnished Conduit Installation (Lumen Technologies)	LF	500	\$ 16.00	\$ 8,000.00	539	\$ 8,624.00	539	\$ 8,624.00	0	\$ -	108%

CONSTRUCTION PROGRESS ESTIMATE

First Street Improvements Phase 3 - Downtown Revitalization

CITY OF CLE ELUM

119 WEST 1ST STREET

CLE ELUM, WA 98922

TO: Active Construction, Inc.

PO Box 430

Puyallup, WA 98443

HLA PROJECT NO.: 23150C

TIB Project No.: 6-E-930(008)-1

FEDERAL AID NO. STBG(R)-0903(086)

PROGRESS ESTIMATE NO.: 10

FROM: Dec. 01, 2024 TO: Dec. 31, 2024



BID ITEM NO.	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	
61	Electrical Service Connection	EA	11	\$ 4,500.00	\$ 49,500.00	12	\$ 54,000.00	12	\$ 54,000.00	0	\$ -	109%
62	Telecommunication Service Connection	EA	13	\$ 3,000.00	\$ 39,000.00	13	\$ 39,000.00	13	\$ 39,000.00	0	\$ -	100%
63	Accessible Pedestrian Push Button	EA	16	\$ 2,700.00	\$ 43,200.00	0	\$ -	0	\$ -	0	\$ -	0%
64	Permanent Signing	LS	1	\$ 15,000.00	\$ 15,000.00	0.90	\$ 13,500.00	0.60	\$ 9,000.00	0.30	\$ 4,500.00	90%
65	Pavement Markings	LS	1	\$ 30,000.00	\$ 30,000.00	0.90	\$ 27,000.00	0.90	\$ 27,000.00	0	\$ -	90%
66	Segmental Block Wall	SF	600	\$ 45.00	\$ 27,000.00	431.21	\$ 19,404.30	431.21	\$ 19,404.30	0	\$ -	72%

Subtotal	\$ 3,759,220.00	\$ 3,377,476.02	\$ 3,311,453.52	\$ 66,022.50	90%
Plus Materials on Hand		\$ 14,174.10	\$ 14,174.10		
Amount Due Progress Estimate No. 10		\$ 3,391,650.12	\$ 3,325,627.62	\$ 66,022.50	

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: 2025.01.21 13:16:52-08'00'

Benjamin A. Annen, PE

CONSTRUCTION PROGRESS ESTIMATE - SCHEDULE OF VALUES

City of Cle Elum

First Street Improvements Phase 3 - Downtown Revitalization

TO: Active Construction, Inc.
 PO Box 430
 Puyallup, WA 98443

HLA PROJECT NO.: 23150C
 FEDERAL AID NO. STBG(R)-0903(086)



<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>
3	SPCC Plan	100% Complete - Submittal Received and Approved.	1	LS	\$ 150.00	\$ 150.00	100%
5	Mobilization	5% Completion = 50% Payment of Mobilization	1	LS	\$ 186,677.00	\$ 186,677.00	100%
5	Mobilization	10% Completion = 100% Payment of Mobilization	1	LS	\$ 186,677.00	\$ 186,677.00	100%
6	Project Temporary Traffic Control	Traffic Control Set Up	1	LS	\$ 25,500.00	\$ 25,500.00	100%
6	Project Temporary Traffic Control	Daily Traffic Control	1	LS	\$ 231,000.00	\$ 231,000.00	84%
6	Project Temporary Traffic Control	Traffic Control Take Down	1	LS	\$ 13,500.00	\$ 13,500.00	100%
7	Clearing and Grubbing	7.01 - Peoh to Bullitt - North	1	LS	\$ 714.29	\$ 714.29	100%
7	Clearing and Grubbing	7.02 - Bullitt to Wright - North	1	LS	\$ 714.29	\$ 714.29	100%
7	Clearing and Grubbing	7.03 - Wright to Harris - North	1	LS	\$ 714.29	\$ 714.29	100%
7	Clearing and Grubbing	7.04 - Oakes to Pennsylvania - South	1	LS	\$ 714.29	\$ 714.29	100%
7	Clearing and Grubbing	7.05 - Harris to Wright Ave. South	1	LS	\$ 714.29	\$ 714.29	100%
7	Clearing and Grubbing	7.06 - Wright to Bullitt - South	1	LS	\$ 714.29	\$ 714.29	100%
7	Clearing and Grubbing	7.07 - Bullitt to Peoh - South	1	LS	\$ 714.29	\$ 714.29	100%
8	Removal of Structures and Obstructions	8.01 - Peoh to Bullitt - North	1	LS	\$ 25,285.71	\$ 25,285.71	100%
8	Removal of Structures and Obstructions	8.02 - Bullitt to Wright - North	1	LS	\$ 25,285.71	\$ 25,285.71	100%
8	Removal of Structures and Obstructions	8.03 - Wright to Harris - North	1	LS	\$ 25,285.71	\$ 25,285.71	100%
8	Removal of Structures and Obstructions	8.04 - Oakes to Pennsylvania - South	1	LS	\$ 25,285.71	\$ 25,285.71	100%
8	Removal of Structures and Obstructions	8.05 - Harris to Wright Ave. South	1	LS	\$ 25,285.71	\$ 25,285.71	100%
8	Removal of Structures and Obstructions	8.06 - Wright to Bullitt - South	1	LS	\$ 25,285.71	\$ 25,285.71	100%
8	Removal of Structures and Obstructions	8.07 - Bullitt to Peoh - South	1	LS	\$ 25,285.71	\$ 25,285.71	100%
24	Irrigation System, Complete	24.01 - Peoh to Bullitt - North	1	LS	\$ 37,857.14	\$ 37,857.14	100%
24	Irrigation System, Complete	24.02 - Bullitt to Wright - North	1	LS	\$ 37,857.14	\$ 37,857.14	100%
24	Irrigation System, Complete	24.03 - Wright to Harris - North	1	LS	\$ 37,857.14	\$ 37,857.14	100%
24	Irrigation System, Complete	24.04 - Oakes to Pennsylvania - South	1	LS	\$ 37,857.14	\$ 37,857.14	90%
24	Irrigation System, Complete	24.05 - Harris to Wright Ave. South	1	LS	\$ 37,857.14	\$ 37,857.14	100%
24	Irrigation System, Complete	24.06 - Wright to Bullitt - South	1	LS	\$ 37,857.14	\$ 37,857.14	100%
24	Irrigation System, Complete	24.07 - Bullitt to Peoh - South	1	LS	\$ 37,857.14	\$ 37,857.14	90%
55	Tree Lighting System, Complete	55.01 - Peoh to Bullitt - North	1	LS	\$ 40,000.00	\$ 40,000.00	100%
55	Tree Lighting System, Complete	55.02 - Bullitt to Wright - North	1	LS	\$ 40,000.00	\$ 40,000.00	100%
55	Tree Lighting System, Complete	55.03 - Wright to Harris - North	1	LS	\$ 40,000.00	\$ 40,000.00	100%
55	Tree Lighting System, Complete	55.04 - Oakes to Pennsylvania - South	1	LS	\$ 40,000.00	\$ 40,000.00	93%
55	Tree Lighting System, Complete	55.05 - Harris to Wright Ave. South	1	LS	\$ 40,000.00	\$ 40,000.00	100%
55	Tree Lighting System, Complete	55.06 - Wright to Bullitt - South	1	LS	\$ 40,000.00	\$ 40,000.00	100%
55	Tree Lighting System, Complete	55.07 - Bullitt to Peoh - South	1	LS	\$ 40,000.00	\$ 40,000.00	100%
64	Permanent Signing	Base Installation	1	LS	\$ 9,000.00	\$ 9,000.00	100%
64	Permanent Signing	Signs	1	LS	\$ 6,000.00	\$ 6,000.00	100%
65	Pavement Markings	Paid on percentage of work complete monthly	1	LS	\$ 30,000.00	\$ 30,000.00	90%

CONSTRUCTION PROGRESS ESTIMATE - MATERIALS ON HAND STATUS
City of Cle Elum
First Street Improvements Phase 3 - Downtown Revitalization

TO: Active Construction, Inc.
PO Box 430
Cle Elum, WA 98922

HLA PROJECT NO.: 23150C
FEDERAL AID NO. STBG(R)-0903(086)
FROM: 12/1/2024 TO: 12/31/2024



INVOICE DATE	SUPPLIER AND INVOICE NO.	PE PAID ON	BID ITEM NO.	SCHED.	ITEM DESCRIPTION	UNIT PRICE	% COMPLETE	PE 5		PE 5 LINE ITEM TOTAL	PE 6		PE 6 LINE ITEM TOTAL	PE 07		PE 07 LINE ITEM TOTAL	PE 8		PE 8 LINE ITEM TOTAL	PE 9		PE 9 LINE ITEM TOTAL	LINE ITEM TOTALS
								PAY	DEDUCT		PAY	DEDUCT		PAY	DEDUCT		PAY	DEDUCT		PAY	DEDUCT		
6/28/2024	2M Company 213028318-01	5	24	A	IRRIGATION SYSTEM, COMPLETE	\$ 34,969.50	97%	\$ 34,969.50	\$ (14,337.50)	\$ 20,632.01	\$ -	\$ (5,245.43)	\$ (5,245.43)	\$ -	\$ (8,742.37)	\$ (8,742.37)	\$ -	\$ (5,595.12)	\$ (5,595.12)	\$ -	\$ (1,049.08)	\$ (1,049.08)	\$ 0.00
6/28/2024	2M Company 213028318-02	5	40	A	ROOT PATH	\$ 25,358.00	90%	\$ 25,358.00	\$ (11,411.10)	\$ 13,946.90	\$ -	\$ (3,550.12)	\$ (3,550.12)	\$ -	\$ (2,282.22)	\$ (2,282.22)	\$ -	\$ (5,578.76)	\$ (5,578.76)	\$ -	\$ (2,535.80)	\$ (2,535.80)	\$ (0.00)
6/28/2024	2M Company 213028318-04	5	39	A	ROOT BARRIER	\$ 6,205.68	68%	\$ 6,205.68	\$ (992.91)	\$ 5,212.77	\$ -	\$ (558.51)	\$ (558.51)	\$ -	\$ (620.57)	\$ (620.57)	\$ -	\$ (1,613.48)	\$ (1,613.48)	\$ -	\$ (2,420.22)	\$ (2,420.22)	\$ (0.00)
5/23/2024	Advance Traffic Products 38371	6	63	A	ACCESSIBLE PEDESTRIAN PUSH BUTTON	\$ 14,174.10	0%	\$ -	\$ -	\$ -	\$ 14,174.10	\$ -	\$ 14,174.10		\$ -	\$ -							\$ 14,174.10
								\$ 66,533.18	\$ (26,741.50)	\$ 39,791.68	\$ 14,174.10	\$ (9,354.06)	\$ 4,820.04	\$ -	\$ (11,645.16)	\$ (11,645.16)	\$ -	\$ (12,787.36)	\$ (12,787.36)	\$ -	\$ (6,005.10)	\$ (6,005.10)	
								\$39,791.68			\$4,820.04			\$ (11,645.16)			\$ (12,787.36)			\$ (6,005.10)		\$ 14,174.10	

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.



CITY OF CLE ELUM

PROJECT NAME: FIRST STREET IMPROVEMENTS PHASE 3 - DOWNTOWN REVITALIZATION

HLA PROJECT NO.: 23150C

PRIME CONTRACTOR: ACTIVE CONSTRUCTION, INC

FORCE ACCOUNT SUMMARY

DATE	COST	ACCUM TOTAL	CONTRACTOR	DESCRIPTION
BID ITEM 01 - MINOR CHANGE				
3/25/24	\$2,537.04	\$2,537.04	ACI	425 First Street - Removal of obstructions in City right-of-way in front of Gemini Fish Market.
3/25/24	\$12,375.00	\$14,912.04	Casual Const. Squared Up	425 First Street - Removal of obstructions in City right-of-way in front of Gemini Fish Market.
5/28/24	\$2,537.04	\$17,449.08	ACI	Removal of obstructions in City right-of-way in front of Ash & Pine Boutique, Black Sheep Home Goods and Mountain Elegance on East 1st Street.
5/28/24	\$23,375.00	\$40,824.08	Casual Const. Squared Up	Removal of obstructions in City right-of-way in front of Ash & Pine Boutique, Black Sheep Home Goods and Mountain Elegance on East 1st Street.
5/29/24	\$2,537.04	\$43,361.12	ACI	Removal of obstructions in City right-of-way in front of the Bake House on East 1st Street.
5/29/24	\$12,375.00	\$55,736.12	Casual Const. Squared Up	Removal of obstructions in City right-of-way in front of the Bake House on East 1st Street.
6/12/24	\$874.75	\$56,610.87	ACI	311 First Street - Water service work completed to preserve sidewalk improvements.
6/13/24	\$1,170.51	\$57,781.38	ACI	305, 309 - E. First Street - Water service work completed to preserve sidewalk improvements.
6/19/24	\$1,570.64	\$59,352.02	ACI	Northeast Corner of First Street and Wright Avenue - Decommissioning the abandoned tank.
6/20/24	\$722.23	\$60,074.25	ACI	Northwest corner of First and Bullitt - Decommissioning the abandoned monitoring well.
6/20/24	\$667.01	\$60,741.26	ACI	24+20 LT - Moving light base form tube 6" to gain 48" clearance between the light pole and fire hydrant that is next to it.
6/24/24	\$2,669.80	\$63,411.07	ACI	207 E. First Street - Contractor excavated for new 3/4" water service to be installed by the City.
7/1/24	\$2,940.71	\$66,351.78	ACI	207, 211 First Street - Water service work completed to preserve sidewalk improvements.
7/3/24	\$2,394.98	\$68,746.75	ACI	Wright to Harris on North side - Smoothing out grade and placing a thin layer of gravel for pedestrian foot traffic to accommodate the parade.
7/8/24	\$1,402.69	\$70,149.44	ACI	19+60 LT - Supplied and installed 4" PVC from the roof drain to the catch basin under new sidewalk.
7/17/24	\$576.11	\$70,725.55	ACI	18+75 - 19+05 LT - Saw cut next to building to remove existing sidewalk where building fascia was place on top of sidewalk.
7/22/24	\$1,581.15	\$72,306.70	ACI	20+25 LT - Telephone Museum - Water service work completed to preserve sidewalk improvements.

DATE	COST	ACCUM TOTAL	CONTRACTOR	DESCRIPTION
7/23/24	\$1,835.49	\$74,142.20	ACI	Bullitt North Leg - 93+15 - 94+00 LT - To prep for the new asphalt patch along both sides of the sidewalk running north, ACI hand sawcut and removed the existing asphalt.
7/29/24	\$2,061.49	\$76,203.69	ACI	407, 411, 413 First St. - Demolition of existing concrete steps and preparing for new steps.
7/30/24	\$689.98	\$76,893.67	ACI	Bullitt to Alley - Removed existing HMA and prepared for new HMA.
7/30/24	\$147.02	\$77,040.69	ACI	407, 411, 413 First St. - Completed digging and formed wing walls for new steps.
7/30/24	\$1,543.45	\$78,584.14	TSS	407, 411, 413 First St. - Completed digging and forming wing walls for new steps. *NEED INVOICE*
7/31/24	\$949.76	\$79,533.90	TSS	407, 411, 413 First St. - TSS formed steps and poured all 3 Locations.
8/1/24	\$1,557.06	\$81,090.95	TSS	407, 411, 413, N. First St. - TSS cut and install rebar in each wing wall. They also formed and poured the walls in each location. - NEED INVOICES, CMOs, AND YEAR on EQUIPMENT INFO.
8/5/24	\$2,873.13	\$83,964.09	TSS	407, 411, 413, N. First St. - TSS formed steps and poured concrete in all three (3) locations. - NEED INVOICE.
8/22/24	\$305.20	\$84,269.29	ACI	Sunset Café, 23+25 - 24+10 RT - Due to the decorative stone fascia being placed on top of and supported by the sidewalk, ACI was on standby while Delmar performed sawcutting.
8/22/24	\$0.00	\$84,269.29	Delmar	Sunset Café, 23+25 - 24+10 RT - Due to the decorative stone fascia being placed on top of and supported by the sidewalk, Delmar was called in to sawcut. NEED INVOICE and revised Affidavit of Wages Paid.
8/27/24	\$659.55	\$84,928.84	ACI	418 First St. - Removing soil at back of walk for grade transition
9/18/24	\$1,387.48	\$86,316.32	ACI	21+05 RT - Due to the existing pipe previously freezing with water in it. ACI was directed to expose the 2" irrigation pipe that crossed First to the south side, cut out 5' of the pipe and replace it, and backfill.
9/18/24	\$180.98	\$86,497.30	ACI	19+90 RT - Placed CDF to backfill void discovered under sidewalk. - NEED CDF INVOICE
10/4/24	\$416.60	\$86,913.90	ACI	7+00 RT, Oakes Ave - Saw cut HMA and concrete sidewalk to install new ADA ramp for accessible parking stall.
10/14/24	\$1,042.07	\$87,955.97	NW Landscaping Inc.	Peoh to Bullitt, South side planters - Replace spray head tips to a low flow, wind resistant spray tip.
10/15/24	\$289.88	\$88,245.85	ACI	8+20 - 8+80 RT - Saw cut existing asphalt for form work to be completed for the back of sidewalk to transition at grade.
11/19/24	\$860.80	\$89,106.65	ACI	8+50 LT, 13+00 LT, 29+20 LT - As directed by the City, ACI saw cut concrete sidewalk at the three (3) locations to install bollards at back of walk. NEED CPR and CMOs.
12/4/24	\$1,219.40	\$90,326.05	ACI	13+00 First Street North Side (WaFd Bank) - ACI Supplied and installed bollards as directed by city. *NEED CPR, RENTAL & MATERIAL INVOICES & CMOs*
12/5/24	\$2,032.33	\$92,358.38	ACI	8+50 LT - Farm & Home side gate location. Install 3 each steel bollards per city direction.* NEED CPR & INVOICES*
12/31/24	\$10,894.11	\$103,252.49	ACI	Overhead to underground power conversion - Furnish and install conductor from PSE handholes to commercial meter bases.
12/31/24	\$19,750.72	\$123,003.21	ACI	Overhead to underground power conversion - Electrical service connections modified to eliminate weatherhead to weatherhead connections and replaced with new meter bases to improve safety at 401, 407, 425 and 418 E First St.
12/31/24	\$2,854.22	\$125,857.43	ACI	Overhead to underground power conversion - Electrical service connections modified to eliminate weatherhead to weatherhead connections and replaced with new meter bases to improve safety at 413 E First St.
12/31/24	\$3,864.25	\$129,721.69	ACI	Overhead to underground power conversion - Furnish and install load center replacement at 411 E First for L&I permitting.
12/31/24	-\$1,000.00	\$128,721.69	ACI	Payment deferral for CMOs needed for Minor Change Electrical Items installed.

DATE	COST	ACCUM TOTAL	CONTRACTOR	DESCRIPTION
BID ITEM 04 - ARCHAEOLOGICAL AND HISTORICAL SALVAGE				
		\$0.00		
BID ITEM 42 - PLANT ESTABLISHMENT				
		\$0.00		
BID ITEM 48 - MONUMENT RELOCATION				
10/4/24	227.91	\$227.91	ACI	Oakes Ave & First Street - Remove and transport monument to City park.
BID ITEM 49 - COAL CART RELOCATION				
		\$0.00		
BID ITEM 50 - TRASH COMPACTOR RELOCATION				
		\$0.00		

City Administrator

Staff Report

(January 28, 2025)

I apologize for missing the last meeting and want to thank the Mayor for reading my report.

I did want to take a moment to highlight the work we've done on First Street, especially what I'm calling the "icing on the cake" – the STBG grant we secured for the resurfacing of First Street, totaling nearly three-quarters of a million dollars.

In fact, with all the work we've done across the city and the support from HLA over the past four years, the city has secured almost \$21 million in grants.

I just wanted to bring this up, since I wasn't able to be here last time.

WCIA FULL BOARD MEETING & TRAINING

- On the 17th, I participated in a virtual Washington Cities Insurance Authority (WCIA) full board meeting. WCIA is the City's insurance provider. During the meeting, I learned that this year's audit will focus on Public Works. There was also training related to Public Works, specifically aimed at reducing losses. Such things like reviewing contracts, documenting everything and having and following procedures.

STAFFORD HILL-TOP LANDOWNERS MEETING:

- I've scheduled a meeting with the landowners at the top of Stafford Hill for February 11th. As you may remember, a few residents were worried about losing access to the front of their property. So as promised, we'll meet with them to hear their concerns, discuss potential solutions, and explore any mitigation efforts we can implement to minimize the loss of front access.

UTILITY DEPARTMENT

- Curbside Recycling – You should have received a flyer in the mail about the recycling program. Participation is voluntary, and the flyer includes a QR code that you can use to sign up, or you can simply call City Hall. The program is set to begin in April.

Public Works Department Head Report January 28, 2025

- **First Ave water leak**
- **Hydrevo Leak Detection**
- **Water System Plan Approval**
 [Cle Elum_13500_81600_21-0904_APVL LTR.pdf](#)
- **Stafford Roundabout 90% plan review**

Cle Elum 4th Qtr Summary

	OCT	NOV	DEC	4th Qtr Totals
BOOKINGS				
DUI	1		1	2
Assault DV	1	1		2
Assault				0
Felony Arrests	1	1		2
Other Arrests	2		2	4
Juvenile Arrest				0
Warrant Arrests		1		1
				0
TOTAL MONTHLY BOOKINGS	5	3	3	11
TOTAL 2ND HALF BOOKINGS				20
Citations/Infractions	OCT	NOV	DEC	4th Qtr Totals
Traffic Infractions	5	4	7	16
Non-Traffic Infractions	1	2		3
Criminal Traffic Citations	2	1		3
Criminal Non- Traffic Citations	5			5
DUI Traffic Criminal Citations	2		1	3
Parking Citations				0
MONTHLY CITATION/INFRACTIONS	15	7	8	30

Monthly Report to Cle Elum City Council 4th Qtr

	Oct '24	Nov '24	Dec '24	4th Qtr TOTAL
Traffic Stops	38	59	97	194
DUI	2	0	1	3
Domestic Violence	2	2	0	4
Assault	0	2	0	2
assault - Child	0	0	0	0
Suicidal	0	0	0	0
Burglary	2	1	1	4
Vio of Order	2	1	3	6
Mal Misch	0	0	2	2
Theft	2	3	4	9
Alarm Calls	13	20	13	46
Public Assist , Civil Matter & Check Welfare	31	46	29	106
Overdose	0	0	0	0
Kidnapping	0	0	0	0
Homicide	0	0	0	0
Robbery	0	0	0	0
Stab/Gunshot Wound	0	0	0	0
Animal at Large	7	15	11	33
Animal Problems	7	10	5	22
Motor Vehicle Collision	1	9	10	
TOTAL CALLS	298	300	352	950

Roslyn 4th Qtr Summary

		OCT	NOV	DEC	4th Qtr Totals
BOOKINGS					
DUI				1	1
Assault DV					0
Assault					0
Felony Arrests		1			1
Other Arrests					0
Juvenile Arrest					0
Warrant Arrests					0
					0
TOTAL MONTHLY BOOKINGS		1	0	1	
TOTAL 1Qtr HALF BOOKINGS					2
Citations/Infractions		OCT	NOV	DEC	4th Qtr Totals
Traffic Infractions		3			0
Non-Traffic Infractions					0
Criminal Traffic Citations					0
Criminal Non- Traffic Citations					0
DUI Traffic Criminal Citations				1	0
Parking Infractions		1	1	2	0
MONTHLY CITATION/INFRACTIONS		4	1	3	0

Monthly Report to Roslyn City Council **4th Qtr**

	Oct '24	Nov '24	Dec '24	4th Qtr TOTAL
Traffic Stops	9	7	12	28
DUI			1	1
Domestic Violence				
Assault	1			1
assault - Child				
Suicidal		1		1
Burglary	1			1
Vio of Order				
Mal Misch				
Theft				
Alarm Calls	1	2		3
Public Assist	3	4	2	9
Overdose				
Kidnapping				
Homicide				
Robbery				
Stab/Gunshot Wound				
Animal at Large	1		2	3
Animal Problems				
TOTAL CALLS	71	87	96	254
2023 Total Calls	79	62	68	209

Roslyn 4th Qtr Summary

		OCT	NOV	DEC	4th Qtr Totals
BOOKINGS					
DUI					0
Assault DV					0
Assault					0
Felony Arrests		1			1
Other Arrests					0
Juvenile Arrest					0
Warrant Arrests					0
					0
TOTAL MONTHLY BOOKINGS		1	0	0	
TOTAL 1Qtr HALF BOOKINGS					1
Citations/Infractions		OCT	NOV	DEC	4th Qtr Totals
Traffic Infractions		3			0
Non-Traffic Infractions					0
Criminal Traffic Citations					0
Criminal Non- Traffic Citations					0
DUI Traffic Criminal Citations					0
Parking Infractions		1	1		0
MONTHLY CITATION/INFRACTIONS		4	1	0	0

Monthly Report to Roslyn City Council 4th Qtr

	Oct '24	Nov '24	Dec '24	4th Qtr TOTAL
Traffic Stops	9	7		16
DUI				
Domestic Violence				
Assault	1			1
assault - Child				
Suicidal		1		1
Burglary	1			1
Vio of Order				
Mal Misch				
Theft				
Alarm Calls	1	2		3
Public Assist	3	4		7
Overdose				
Kidnapping				
Homicide				
Robbery				
Stab/Gunshot Wound				
Animal at Large	1			1
Animal Problems				
TOTAL CALLS	71	87		158
2023 Total Calls	79	62		141

Cle Elum 4th Qtr Summary

	OCT	NOV	DEC	4th Qtr Totals
BOOKINGS				
DUI	1			1
Assault DV	1	1		2
Assault				0
Felony Arrests	1	1		2
Other Arrests	2			2
Juvenile Arrest				0
Warrant Arrests		1		1
				0
TOTAL MONTHLY BOOKINGS	5	3	0	8
TOTAL 2ND HALF BOOKINGS				17
Citations/Infractions	OCT	NOV	DEC	4th Qtr Totals
Traffic Infractions	5	4		0
Non-Traffic Infractions	1	2		0
Criminal Traffic Citations	2	1		0
Criminal Non- Traffic Citations	5			0
DUI Traffic Criminal Citations	2			0
Parking Citations				0
MONTHLY CITATION/INFRACTIONS	15	7	0	0

Monthly Report to Cle Elum City Council

4th Qtr

	Oct '24	Nov '24	Dec '24	4th Qtr TOTAL
Traffic Stops	38	59		97
DUI	2	0		2
Domestic Violence	2	2		4
Assault	0	2		2
assault - Child	0	0		0
Suicidal	0	0		0
Burglary	2	1		3
Vio of Order	2	1		3
Mal Misch	0	0		0
Theft	2	3		5
Alarm Calls	13	20		33
Public Assist, Civil Matter & Check Welfare	31	46		77
Overdose	0	0		0
Kidnapping	0	0		0
Homicide	0	0		0
Robbery	0	0		0
Stab/Gunshot Wound	0	0		0
Animal at Large	7	15		22
Animal Problems	7	10		17
Motor Vehicle Collision	1	9		
TOTAL CALLS	298	300		598

Hello Downtown



Santa



Grinch



Parade

Merry, Happy, Festive Everything

As we reflect on 2024, it's clear that it has been a year of growth, challenges, and unforgettable moments. We've celebrated numerous milestones together, beginning with the vibrant colors of spring during Cle Elum in Bloom, and the heartwarming spirit of community clean-ups that truly embodied a sense of togetherness.

When summer's heat arrived, it brought with it the excitement of new businesses, fresh ideas, and welcoming faces to our community. The crisp fall air ushered in the return of school, pumpkin patches, and warm cider—a reminder of the traditions that ground us.

Though the winter snowflakes have yet to settle in their usual rhythm, our downtown lighting display has certainly not disappointed this year, reminding us of the beauty of the season. Yet, amid all the beauty and progress, we have also faced heartbreaking losses. We've said goodbye to extraordinary individuals whose impact on our hearts and this community will be felt for years to come.

Through it all, we have been sustained by your unwavering support, love, and hope. It is the strength of this community that makes Cle Elum truly special. Thank you for being a part of this journey, and for helping to make this place we call home stronger, brighter, and more connected than ever.

Jordan Peterson | Executive Director



Merry and Bright

We hope you've enjoyed the holiday lights as much as we have this year. Augie and his team at Reflection of Perfection have once again worked their magic, bringing love and light to our community. The beauty of their work is truly reflected in how it enhances our surroundings without overshadowing them. Their dedication adds a special touch to the season, and we're grateful for their contribution. The lights will remain on display until the end of February 2025, so there's still plenty of time to enjoy the festive glow!

Partnerships and Funding Opportunities

The Cle Elum Downtown Association is proud to partner with Reflection of Perfection each year to fund the stunning holiday light displays through Lodging Tax dollars. Lodging Tax is a separate fund from the City's general fund, which means the tax dollars collected from local lodging facilities are reinvested into projects that promote tourism and enhance our community's appeal.

Fun fact: This December, downtown Cle Elum welcomed approximately 40,000 visitors—proof that the lights and festive spirit continue to draw people to our beautiful town!

PHOTO CREDIT TO AUGIE DUGAR OWNER AND OPERATOR
REFLECTION OF PERFECTION

We are excited to announce the appointment of **Michael Richard** as the new President of the CEDA Board of Directors. Michael has been a dedicated member of the CEDA family since 2016, and his passion for our community shines through in everything he does. In addition to his work as a real estate agent, Michael generously gives his time to several local organizations, including the UKC Rotary and the UKC Historic Society. Please join us in welcoming Michael to this new leadership role and thank him for his continued commitment to making our community a better place.



144
Total Parcels

123
Identified Businesses

117
Parcels with Buildings

129
Current Housing Units



SOURCED THROUGH MAIN STREET AMERICA
BOOMS TRACKER

3
MAJOR EVENTS

8,450 PEOPLE
Pioneer Day

2,500 PEOPLE
Boo-Elum

40,000 PEOPLE
Christmas in Elum

328,100 TRAVELERS
2024 Downtown Cle Elum

POTENTIAL FOR \$69,557,200.00 SALES

DATA SOURCED FROM PLACER.AI
SALES BASED ON \$212.00 SPEND PER TRAVELER

MAIN STREET TAX CREDIT INCENTIVE
PROGRAM (MSTCIP) CONTRIBUTIONS

\$154,400.00

BEAUTIFICATION AND
FACADE GRANTS
\$20,000.00

MAJOR EVENT
EXPENSES
\$123,506.86

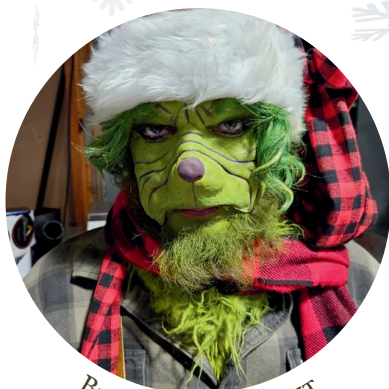
DONATIONS
+\$10,000.00

VOLUNTEER HOURS
1096

VOLUNTEERS
81

ESTIMATED VALUE OF VOLUNTEER TIME
\$36,705.04

ESTIMATED VALUE IS BASED ON NATIONAL AVERAGE OF
\$33.49/HR FOR A VOLUNTEER



BIG Z ENTERTAINMENT

When it comes to spreading holiday cheer (and a little bit of mischief), our local "Grinch" is truly one of a kind. From his playful antics to his unique way of bringing the holiday spirit to life, this character never fails to make us smile. Keep an eye out, you never know what he'll do next!

MAIN STREET TAX CREDIT INCENTIVE PROGRAM

MSTCIP provides a Business & Occupation (B&O) or Public Utility Tax (PUT) credit for contributions given to eligible organizations. Once a request for credit is approved by the Department of Revenue, that business is eligible for a tax credit worth 75% of the contribution to your local Main Street organization. Additionally, if your downtown organization is a 501(c)3 you may be eligible for a federal income tax deduction as a charitable contribution.

Direct your taxes straight back into your community by participating in the Washington State Main Street Tax Credit Incentive Program. Good for you, and good for Cle Elum!



Example:

If you give \$1,000.00 to a local Main Street community in 2025 you will receive a \$750.00 tax credit in 2026.

Your contributions received through the Main Street Tax Credit in 2024 helped to fund \$154,400.00 in programs, grants and events in Cle Elum.





Boo-Elum
2024



Cle Elum In Bloom
Planting 2024



Pioneer Day Parade
Winners 2024



Grinch, Santa & Pioneer Coffee
December 2024

Leadership Team

EXECUTIVE BOARD

Michael Richard, *President*
Nora Kantwill, *Vice President*
DeAnna Hamm, *Secretary*
Patricia Jerke, *Treasurer*
Eliza Stephenson, *Former President*

BOARD OF DIRECTORS

Marc Kirkpatrick
Liz McAuliffe
Tessa Henrichsen
Brian Browitt

STAFF

Jordan Peterson, *Exec. Director*
Kaylee Thompson, *Exec. Assistant*

FOR MORE INFORMATION ON BOARD LEADERSHIP, COMMITTEES, AND VOLUNTEER OPPORTUNITIES, PLEASE REACH OUT TO
EXECUTIVE DIRECTOR JORDAN PETERSON OR BOARD PRESIDENT MICHAEL RICHARD

Important Dates

2025

- 7/5/2025 Pioneer Day Parade
- 10/31/2025 Boo-Elum
- 11/28/2025 Plaid Friday
- 11/29/2025 Small Business Saturday
- 11/29/2025 Downtown Lighting
- 12/6/2025 Lighted Christmas Parade & Fireworks



509-433-7330

PO Box 106, Cle Elum, WA 98922



City of Cle Elum – City Council Report

January 2025



KINDNESS CAMPAIGN

Join us on our Kindness Campaign

MAIN STREET TAX CREDIT INCENTIVE PROGRAM

Pledges have begun coming in for the 2025 calendar year – we appreciate all of our donors and would like to share that in 2024, we received \$154,500.00 in contributions that helped to fund our 3 major events, as well as donations, beautification and façade grants and more.

2024 STATISTICS

- Total Downtown Land Parcels: 144
 - o Identified Businesses: 123
 - o Parcels with Buildings: 117
 - o Current Housing Units: 129
- Major Events: 3
 - o Pioneer Day: 8,450 people (1st Street Penn to Peoh)
 - o Boo-Elum: 2,500 people (Wright to Penn)
 - o Christmas in Cle Elum: 40,000 people (1st Street, Oakes to Peoh, December 1-25, 2024)
- Total Traffic (Jan 1-Dec 31, 2024)
 - o 328,100 Travelers (1st Street, Oakes to Peoh 2024)
 - o Potential for \$69,557,200.00 in sales based on average spend of \$212/person
 - Reducing to \$25/per person= \$8,202,500.00
 - Looking at our upper and lower statistics this creates a possible range of \$66,686.99 - \$565,505.69 in sales per business in our downtown district, based travelers alone.

ADOPT-A-TREE DOWNTOWN

The **Adopt-a-Tree** program drew the support of over 60 individuals, businesses and organizations (from as far as Stanwood, WA) sponsoring trees throughout our downtown during the holiday season. This initiative helped to enhance the community's holiday spirit while supporting the downtown lighting project and helping to gap fund where we fell short with the addition of 15 trees and 11 lighted garlands.

Though the lights may not be for everyone, please respect that these do cost a lot of money, time and effort – do not deface private or public property by cutting the plugs, unwrapping the trees or stealing sponsor ornaments. This is not only incredibly disrespectful, it is also illegal.

Many community members have been asking about the funding aspect of the holiday lights. CEDA, applies for lodging tax through the City of Cle Elum. ***[City or CEDA to talk about ROI on Lodging Tax – ie \$ invested v. incoming from investment]***

VOLUNTEER OPPORTUNITIES

CEDA offers various **volunteer opportunities** throughout the year. Recently, volunteers helped winterize outdoor planters and cleaned around key downtown areas. Your efforts make a big difference, and we appreciate your continued support.

CEDA BOARD OPPORTUNITIES

CEDA is looking for new **Board Members**. If you're interested in getting involved, please reach out.

WA MAIN STREET SPRING LEADERSHIP CONFERENCE (CLE ELUM & ROSLYN)

We are thrilled to announce that **Cle Elum** and **Roslyn** will co-host the **WA Main Street Leadership Conference** in April 2025, drawing attention to our communities from all across Washington.

INTELLECTUAL PROPERTY

It has come to our attention that the CEDA logo and photos are being used in the community without our permission. Just as a reminder, CEDA is a non-profit 501(c)3 organization. The use of our logo or other intellectual property requires written permission from the Executive Director and/or a majority vote of the CEDA Board of Directors.

Six Year Transportation Improvement Program
From 2025 to 2030

Agency: Cle Elum

County: Kittitas

MPO/RTPO: Quad-Co RTPO

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
05		First Street and Oakes Avenue Resurfacing First Street and Oakes Avenue Oaks Avenue to Peoh Avenue Mill and overlay on First Street from Oakes Avenue to Peoh Avenue, and along Oakes Avenue from First Street to Second Street, and pavement markings.	WA-16347	01/28/25				05		0.500	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	PE	2025	STBG(R)	92,200		0	14,390	106,590
S	CN	2025	STBG(R)	622,214		0	97,108	719,322
Totals				714,414		0	111,498	825,912

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	106,590	0	0	0	0
CN	719,322	0	0	0	0
Totals	825,912	0	0	0	0

Six Year Transportation Improvement Program
From 2025 to 2030

Agency: Cle Elum

County: Kittitas

MPO/RTPO: Quad-Co RTPO

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
00	2	Park Street Pedestrian Corridor Feasibility Study Park Street Park St and 5th St to Coal Mines Trail Prepare feasibility study for pedestrian and bicycle access.	WA-14280	06/25/24	06/25/24	01/28/25	2024-015	28			CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	PL	2025	TA(R)	53,000		0	0	53,000
Totals				53,000		0	0	53,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PL	53,000	0	0	0	0
Totals	53,000	0	0	0	0

Six Year Transportation Improvement Program

From 2025 to 2030

Agency: Cle Elum

County: Kittitas

MPO/RTPO: Quad-Co RTPO

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
06	5	Stafford Avenue Sidewalk and SR 903 Speed Camera Stafford Avenue Second Street to Third Street Construct new sidewalk on the east side of road, and a road crossing to the Coal Mines Trail, trailhead. Additionally, an automated traffic safety camera will be installed on the south side of SR 903 across from Denny Avenue.	WA-15855	06/25/24	06/25/24	01/28/25	2024-015	28		0.050		No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	PE	2025	TA(R)	25,140		0	0	25,140
S	CN	2025	TA(R)	161,470		0	0	161,470
Totals				186,610		0	0	186,610

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	25,140	0	0	0	0
CN	161,470	0	0	0	0
Totals	186,610	0	0	0	0

City of Cle Elum

6 Year Transportation Improvement Plan

Public Hearing 1-28-2025 - My Remarks for the public record

My Name is Phil Hess, 4650 Airport Road, Cle Elum

I'm confused:

I thought I understood from the legal notice in the paper that this was an all encompassing transportation plan for the City and adjacent neighborhoods. After reading the Plan itself (dated Jan 6, 2025) I realized this Plan only involves some downtown City streets.

So, My concern: Is there a Transportation Plan that includes a Traffic Impact Analysis (TIA) for our community that addresses all future development as we know it as projected today ? and how the Plan and TIA will address all the additional traffic on the current as built streets. Particularly in regard to level of service for fire, EMS and Police services.

For Example:

Future Development on Bullfrog Flats.

- Blue Fern
- 4120 Apartments
- Rec Center

All of which apparently are going to be accessed by BF road and/or 903. Do we know what the Traffic impact will be 10-20-30 years from now when these BF flats developments are built out ? plus we must consider the additional traffic created by Suncadia Trail when that portion of Suncadia is built out (do we even know those numbers ?)

Maybe the transportation plan should consider a "backdoor" access route to BF flats from Douglas Munro Blvd. ?? I believe there should be.

I see only 3 possibilities to consider – given with the horse park where it is.

Another Example:

Future Developments on Cle Elum Ridge N of 6th Street

In addition to City Hts There are at least 300 potential home sites (in the County) tributary to Stafford, Montgomery and Columbia. These are all without secondary access in the event there is need for emergency evac.

My concern is: What does the regular day to day TIA for these developments look like at build out (xx years from now) relative to Stafford, Montgomery & Columbia. ? ?

Thank –you for this opportunity to comment,

Phil Hess

Jan. 28, 2025

**CITY OF CLE ELUM
WASHINGTON
RESOLUTION NO. 2025-005**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF CLE ELUM, WASHINGTON, APPROVING THE FILING
OF A CHAPTER 9 BANKRUPTCY PETITION AND
EMPLOYING STOEL RIVES LLP AS BANKRUPTCY
COUNSEL**

WHEREAS, on November 5, 2024, an arbitration award was granted by Judge Paris K. Kallas in favor of City Heights Holdings, LLC and against the City in the total amount of \$22,230,175.00 (the “**Award**”); and

WHEREAS, on December 9, 2024, a judgment in the combined amount of \$22,671,525.11 based on the award was entered in King County Superior Court (the “**Judgment**”); and

WHEREAS, at meetings held by the City Council (the “**Council**”) of the City of Cle Elum, Washington (the “**City**”), the Council has discussed and analyzed the financial condition of the City and has had the opportunity to ask questions of management and the legal advisors of the City regarding the liabilities and liquidity of the City, the City’s available strategic alternatives, and the impact of the foregoing on the City’s ongoing business; and

WHEREAS, on December 19, 2024, the Council held a special meeting and considered filing for bankruptcy. The Council tabled such discussion so that staff and counsel could continue settlement discussions with City Heights; and

WHEREAS, on January 14, 2025, the City Council voted to pay City Heights a sum of money towards payment of the Judgment and relieve City Heights from a contractual duty to pay \$400,000.00 to the City conditioned upon City Heights’ agreement to mediate a payment plan; and

WHEREAS, based on correspondence and communications with City Heights and its counsel, it does not appear that City Heights is willing to mediate without substantial, pre-mediation payment; and

WHEREAS, due to the Judgment, the City is unable to pay its debts as they become due and is therefore insolvent; and

WHEREAS, the Council has determined it is in the best interests of the City, and its creditors, employees, and other interested parties, it avail itself of the protections afforded by chapter 9 of the United States Bankruptcy Code, 11 U.S.C. § 101 et seq., (the “**Bankruptcy Code**”) by filing a voluntary petition thereunder in the United States Bankruptcy Court for the Eastern District of Washington and commencing the Chapter 9 Case (as defined below); and

WHEREAS, in furtherance of the Chapter 9 Case and the Chapter 9 Filings, the Council desires to approve the following resolutions;

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

Section 1. With respect to the City, the Council, after consultation with the City's mayor, treasurer, and the legal advisors of the City, has determined that it is desirable and in the best interests of the City, its creditors, and other parties in interest that a voluntary petition be filed by the City in the United States Bankruptcy Court for the Eastern District of Washington ("Bankruptcy Court") to seek relief under the provisions of chapter 9 of the Bankruptcy Code.

Section 2. Matthew Lundh, Mayor of the City ("**Authorized Person**"), is authorized and directed to execute, deliver and file with the Bankruptcy Court, and perform, in the name and on behalf of the City, and under its seal or otherwise, all plans, petitions, schedules, statements, motions, lists, applications, pleadings, papers, affidavits, declarations, orders, and any other documents (collectively, the "**Chapter 9 Filings**") (with such changes therein and additions thereto as the Authorized Person may deem necessary, appropriate or advisable, the execution and delivery of any of the Chapter 9 Filings by the Authorized Person with any changes thereto to be conclusive evidence that the Authorized Person deemed such changes to meet such standard).

Section 3. The Authorized Person is authorized, empowered, and directed, with full power of delegation, in the name and on behalf of the City, to take and perform any and all further acts and deeds that the Authorized Person, in consultation with the City's legal advisors, deems necessary, appropriate, or desirable in connection with the City's chapter 9 case (the "**Chapter 9 Case**") or the Chapter 9 Filings, including, without limitation, (i) the payment of fees, expenses and taxes the Authorized Person deems necessary, appropriate, or desirable, and (ii) negotiating, executing, delivering, performing and filing any and all additional documents, schedules, statements, lists, papers, agreements, certificates, or instruments (or any amendments or modifications thereto) in connection with, or in furtherance of, such Chapter 9 Case with a view to the successful prosecution of such Chapter 9 Case (such acts to be conclusive evidence that the Authorized Person deemed the same to meet such standard), and that all members of the City have received sufficient notice of the actions and transactions related to the matters by the foregoing resolutions, as may be required by the City's charter, or hereby waive any right to have received such notice.

Section 4. The Authorized Person is authorized and directed to employ the law firm of Stoel Rives LLP and its attorneys to represent the City in accordance with the terms and conditions of the engagement between the City and Stoel Rives LLP, and Stoel Rives LLP is hereby retained as bankruptcy counsel for the City in any Chapter 9 Case as described above.

Section 5. The Authorized Person is authorized and directed to employ the firm of GlassRatner Advisory & Capital Group, LLC dba B. Riley Advisory Services ("B. Riley") as financial advisor for the City in accordance with the terms and conditions of the engagement between the City and B. Riley and B. Riley is hereby retained as financial advisor for the City in any Chapter 9 Case as described above.

Section 6. The Authorized Person is authorized and directed to employ the firm of Stretto, Inc. (“Stretto”) as claims and noticing agent for the City in accordance with the terms and conditions of the engagement between the City and Stretto, and Stretto is hereby retained as a claims and noticing agent for the City in any Chapter 9 Case as described above.

Section 7. The Authorized Person is authorized, empowered, and directed, with full power of delegation, in the name and on behalf of the City, to negotiate, execute, deliver, file and perform any agreement, document or certificate and to take and perform any and all further acts and deeds (including, without limitation, (i) the payment of any consideration and (ii) the payment of fees, expenses and taxes) that the Authorized Person deems necessary, proper, or desirable in connection with the City’s Chapter 9 Case, including, without limitation, negotiating, executing, delivering and performing any and all documents, agreements, certificates or instruments (or any amendments or modifications thereto) in connection with the engagement of professionals contemplated by these resolutions, with a view to the successful prosecution of the Chapter 9 Case.

Section 8. Any documents heretofore delivered, and any actions heretofore taken by any officer or authorized representatives of City in furtherance of the purposes of this resolution are hereby ratified, approved and confirmed to the extent they would be approved by this resolution if taken on or after the date hereof.

Section 9. The Authorized Person is authorized and empowered to certify that this Resolution has been duly passed to such person or persons as he deems entitled thereto, and to attest or witness the execution of the documents authorized by the foregoing resolutions, and to sign such documents as may be necessary or appropriate.

A signature to this consent delivered electronically via facsimile, .pdf, .jpeg, .TIF, .TIFF or similar electronic format shall be deemed an original signature and fully effective as such for all purposes.

[Signature Page to Immediately Follow]

PASSED BY THE CLE ELUM CITY COUNCIL AT A SPECIAL MEETING THEREOF
ON THE ____ DAY OF _____, 2025.

CITY OF CLE ELUM

Matthew Lundh, Mayor

ATTEST/AUTHENTICATED:

Debbie Lee, City Clerk

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

City Heights vs City of Cle Elum- Observations by Ken Ratliff

- Let it be known, first of all that I, Ken Ratliff, have been a huge supporter of this project from well before the current ownership even owned the property. I worked for Plum Creek Timber Company, the former owner (in the "olden days") and used to do tree thinning and logging road work for the timber company on this same land. Seeing how close this property is to the existing City limits, I could see this becoming an outstanding addition to Cle Elum some day. On the Council, I have also supported this addition to our City. We need more housing, and this will become a wonderful neighborhood in the future, I am sure. I have always wanted this project to succeed.
- So how about the City of Cle Elum?
- **FACT:** The City of Cle Elum has been managed **EXCEPTIONALLY WELL** for the last 40 years or so- ever since Gary Berndt became Mayor, the finances, leadership, and trajectory of the City of Cle Elum has been consistently positive, with mayors Glondo, McGowan, and now Mayor Lundh continuing with a steady hand.
- The budgets are balanced each and every year, many new assets have been added to the City for the benefit of not only Cle Elum, but the entire Upper County Community.
- Aside from this remarkable judgement from a single Judge- who apparently knows nothing about Cle Elum- the City is in good- No, Great shape. This is a **FACT**.
- Now, Cle Elum is ordered to pay a judgement of \$22.3 million, plus interest charged at 12%, plus Lawyer fees: in round figures, \$25 million.
- As a City, we could decide to vote for a \$25 million bond to pay the judgement. Fat chance: So what does a bond like that look like?
 - \$25 million principal; 20 years to pay back; 6% interest
 - **240 MONTHLY PAYMENTS = \$179,108 PER MONTH!**
 - Divided among 1,200 City Utility accounts = **+\$150 per month for 20 years!!**
- No matter how you look at the various proposals for the citizens of Cle Elum to pay City Heights, (ie selling assets, dropping fees, free water & sewer, etc), no matter what combinations of types of payments or bartering are considered, the judge is requiring the citizens of Cle Elum to collectively cough up \$180,000 per month, beyond our existing budget.
- Whether we shut down our Police Department, sell our patrol vehicles, shut down our Fire Department, shut down the Public Works Department, sell City Hall, sell our parks, or even sell Hansen Ponds, it all must add up to \$25 million just mentioned- and probably more as you add in various charges, including 12% interest-
- We are told that interest alone is already costing the City \$7,300 a day, or \$51,100 per week, or \$219,000 per 30 day month! **ALL OUTSIDE OUR BUDGET!**

- How did Cle Elum get in this position?
- Again, aside from this one Judge's decision, the City of Cle Elum is in Very Good Hands- all accounts in the black- making steady progress replacing old leaking pipes, etc, etc.
- In my observation, the entire basis for this problem comes from an Under- Funded and Under Capitalized Developer, who doesn't have the Capital to accomplish the work required. Ironically, it is now the citizens of Cle Elum who are ordered to pay for this construction. Public funding of a private development.
- If the Developer had the required Capital, there would be no trail of unpaid bills, no heavy turnover of contractors and attorneys, nor would Attorneys need to be paid on a contingency basis, nor would Attorneys be required to file a lien against the first portion of judgement to be paid by the City of Cle Elum.
- It is interesting to note that this judgement, which is WAAAY beyond the City's ability of pay, was never argued in a courtroom- the entire binding arbitration proceeding was done on ZOOM! Think of it- a TV Courtroom with a judgement so large that it breaks the City!
- Again, the amount of this judgement is essentially requiring the citizens – rate payers of Cle Elum (only), to pay for the private development of this property.
- As a member of the Cle Elum City Council, I am dismayed at all this. I hold no animus to the Developer, or Development in general- every single house each of us lives in was built by a Developer! As I said at the beginning, I have supported this project from before day one.
- But this combination of craziness has become a bad dream. I can only liken this bad dream to George Bailey's bad dream- where his beloved Bedford Falls became "Pottersville", a community un-recognizable from Bedford Falls. I do not want Cle Elum to become a "Pottersville" or equivalent in any way, shape, or form!
- As a City, we are being ordered to hand over more assets than we have to a Developer. I will resist this notion as much as I can.
- As we have heard from various "so called experts" on ways Cle Elum can or should deal with this situation, we have heard terms like "Receivership", or submitting the City to a "Grand Master", or combinations of this sort of thing.
- The fact remains, no matter what combination of these arrangements we look at, the Developer wants every nickel of this award, one way or another.
- We have been told that "Bankruptcy" is a bad deal for the City. That it would affect our ability to borrow, for instance. My reply- EVERY ACCOUNT in Cle Elum is in the black- yes this City is very well managed- except for this one judgement.
- I DO NOT support ripping apart our Police Department- or our Fire Department- or our Public Works Department- nor do I support selling our parks, or City Hall, or the chairs we are all sitting on, or Hansen Ponds, or any other asset to satisfy this crazy judgement.

Fundamentally, any City asset used to pay this judgement is **Public financing of a Private Development**.

- The only option I see with any legal framework or sideboards of law is Bankruptcy. Therefore, in the absence of any other course of action to save the City and avoid public payment for private development, I support our Council to take the action to formally pursue bankruptcy for the City of Cle Elum. And again, aside from this judgement, the City of Cle Elum is in outstanding fiscal shape.

Kenneth C. Ratliff

January 28, 2025

The City is faced with no good options here, only options that are less bad than others. For direct negotiations to be viable, at minimum two things must be present: agreement on a basic set of facts and a willingness to compromise. Unfortunately, in my view, in conversations with the Mayor and various Councilmembers ranging from January 2024 through this past MLK Day weekend, City Heights Holdings has not shown either. Despite proclamations in public, including at this podium, I do not believe City Heights has shown any authentic concern for the City of Cle Elum or understanding of the reality of our finances and the rules governing them. City Heights' various proposals amount to asking the city government to simply roll over and show our belly while they pillage the city—including our office supplies—and attempt to make it a *de facto* City Heights company town. Publicly professed magnanimity is further undercut by the words and actions of other City Heights representatives, including Orwellianly childish and petty social media activity and—when called on it—laughable attempts to gaslight us into believing no insult or offense was intended by such, straining credulity.

It is notable that the majority and most vocal critics we have heard on this issue are not residents of the City of Cle Elum. For clarity, there is a difference between being a City resident and having a Cle Elum address. The latter simply means the United States Postal Service routes one's mail through the office here on First Street. While all of us on this dais are cognizant of how City decisions often affect the larger Upper County community—particularly in the form of the Cle Elum *and* Roslyn Police Department, we as a Council and Administration ultimately are responsible for and accountable to those residing within the city

limits, who bear the fullest impact of our decisions. It is our duty to take the decisions we feel best serve those residents given the information available to us at the time. Furthermore, in imagining they have a greater say in these matters than actually afforded them, certain of these outside voices seem precariously close to committing fraudulent acts and encouraging others to do the same.

The City has indicated multiple times, most publicly two weeks ago, that we are willing to negotiate with an experienced, independent mediator to guide proceedings and protect the interests of both parties. Each time, City Heights representatives have rebuffed this idea or preconditioned agreement in such a way as would cripple our ability to further defend the City if necessary were we to acquiesce, in what I believe is the likely event of failure of mediations. Additionally, we have been advised by counsel that, in Washington State, municipal receivership is not an available solution and, thus, is a non-starter. As such, we appear to be left with two options. The first is to be at the mercy of a King County Court Commissioner as they carve up city assets as they see fit. The second is to declare bankruptcy, which provides a more defined legal structure and would allow the City to retain some control of the process. Moreover, while it would not discharge the debt, certainly not in-full, it could allow for a restructuring of it and also protect essential services, such as Fire, Police and Utilities.

This is not an issue of financial mismanagement. But for this judgement, this City is in good financial health and, as Councilmember Harper has pointed out previously, recognized by the State of Washington as having clean and transparent financial management. It is only this judgement that has rendered

the City insolvent. Given the foregoing options, bankruptcy seems to be the least bad option for dealing with that insolvency. Therefore, albeit reluctantly, I support Resolution 2025-006.

CITY OF CLE ELUM WASHINGTON

RESOLUTION NO. 2025 - 005

A RESOLUTION BEFORE THE CITY COUNCIL OF CLE ELUM, WASHINGTON, REGARDING THE FINANCIAL STABILITY OF THE CITY OF CLE ELUM

WHEREAS the City of Cle Elum has a long history of serving its residents and businesses with dedication and care;

WHEREAS filing for bankruptcy could have significant consequences for the city, potentially impacting services to it's residents;

WHEREAS addressing financial challenges through thoughtful and collaborative solutions may better preserve the city's reputation and ability to serve its residents;

THEREFORE, BE IT RESOLVED that the City Council of Cle Elum will consider all available alternatives to bankruptcy and to pursue strategies that strengthen the city's financial stability while maintaining essential services;

Signed this 28 day of January 2025, in Cle Elum, Washington.

PASSED BY THE CLE ELUM CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE ____
DAY OF _____, 2025.

CITY OF CLE ELUM

Matthew Lundh, Mayor

ATTEST/AUTHENTICATED:

Debbie Lee, City Clerk

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

Services Agreement

This Services Agreement (this “**Agreement**”) is entered into as of January 28, 2025 between Stretto, Inc. (“**Stretto**”) and the City of Cle Elum, a Washington State municipal corporation (the “**City**”).

In consideration of the promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Services

- (a) Stretto agrees to provide the City with consulting services regarding (i) legal noticing, maintenance of claims registers, creditor mailing matrices, an electronic platform for filing proofs of claim, plan solicitation, balloting, tabulation of votes, disbursements, and administrative support in preparation of schedules of assets and liabilities and statements of financial affairs (“**Claims Administration, Noticing, and Solicitation Services**”); and (ii) crisis communications, claims analysis and reconciliation, preference analysis and recovery, contract review and analysis, case research, public securities, depository management, treasury services, confidential online workspaces or data rooms (publication to which shall not violate the confidentiality provisions of this Agreement), and any other services agreed upon by the parties or otherwise required by applicable law, governmental regulations, or court rules or orders (all such services collectively, the “**Services**”).
- (b) The City acknowledges and agrees that Stretto will often take direction from the City's representatives, employees, agents, and/or professionals (collectively, the “**City Parties**”) with respect to providing Services hereunder. The parties agree that Stretto may rely upon, and the City agrees to be bound by, any requests, advice, or information provided by the City Parties to the same extent as if such requests, advice, or information were provided by the City.
- (c) The City agrees and understands that Stretto shall not provide the City or any other party with legal advice.

2. Rates, Expenses and Payment

- (a) Stretto will provide the Services on an as-needed basis and upon request or agreement of the City. Stretto's charges for Services through the effective date of a chapter 9 plan shall be at the rates attached hereto (the “**Preferred Rate Structure**”). The City agrees that the Preferred Rate Structure shall not be applicable to Services provided to the entity or entities (including the City) responsible for implementing a confirmed and effective chapter 9 plan and that such Services will be provided at Stretto's then prevailing rates. The City agrees to pay for reasonable out of pocket expenses incurred by Stretto in connection with providing Services hereunder.
- (b) Stretto will bill the City no less frequently than monthly. All invoices shall be due and payable upon receipt. Where an expense or group of expenses to be incurred is expected to exceed \$10,000 (e.g., publication notice), Stretto may require advance or direct payment from the City before the performance of Services hereunder. If any amount is unpaid as of 30 days after delivery of an invoice, the City agrees to pay a late charge equal to 1.5% of the total amount unpaid every 30 days.
- (c) In the case of a dispute with respect to an invoice amount, the City shall provide a detailed written notice of such dispute to Stretto within 10 days of receipt of the invoice.

- (d) The undisputed portion of the invoice will remain due and payable immediately upon receipt thereof. Late charges shall not accrue on any amounts disputed in good faith.
- (e) The City shall pay any fees and expenses for Services relating to, arising out of, or resulting from any error or omission made by the City or the City Parties.
- (f) The City shall pay or reimburse any taxes that are applicable to Services performed hereunder or that are measured by payments made hereunder and are required to be collected by Stretto or paid by Stretto to a taxing authority.
- (g) Upon execution of this Agreement, the City shall pay Stretto an advance of \$20,000.00. Stretto may use such advance against unpaid fees and expenses hereunder. Stretto may use the advance against all prepetition fees and expenses. City shall upon Stretto's request, which request may take the form of an invoice, replenish the advance to the original advance amount. Stretto may also, at its option hold such advance to apply against unpaid fees and expenses hereunder.
- (h) Stretto reserves the right to make reasonable increases to the Preferred Rate Structure on a periodic basis. If any such increase represents an increase greater than 10% from the previously effective level, Stretto shall provide 30 days' notice to the City of such increase.
- (i) Payments to Stretto under the terms of this Agreement for services rendered, may be remitted by City using either (or both) of the following methods:

Wire Transmission

Bank Name – Banc of California

Bank Address – 110 West A Street, Suite 100, San Diego, CA 92101

ABA – 122238200

Account Number – 1000681781

Account Name – Stretto, Inc.

Check

Stretto, Inc.

Attn: Accounts Receivable

410 Exchange, Suite 100

Irvine, CA 92602

3. Retention in Bankruptcy Case

- (a) If the City commences a case pursuant to title 11 of the United States Code (the “**Bankruptcy Code**”), the City promptly shall file any necessary application with the Bankruptcy Court to retain Stretto to provide the Services. The form and substance of such applications and any order approving them shall be reasonably acceptable to Stretto.
- (b) If the City seeks authorization in a chapter 9 case to obtain postpetition financing, including debtor-in-possession loans or use of cash collateral, the City shall include Stretto's fees and expenses incurred hereunder in any professional compensation carve-out.

4. Confidentiality

- (a) The City and Stretto agree to keep confidential all non-public records, systems, procedures, software, and other information received from the other party in connection with the Services provided hereunder; provided, however, that if any such information was publicly available, already in the receiving party's possession or known to it, independently developed by the receiving party, lawfully obtained by the receiving party from a third party, or required to be

disclosed by law, then the receiving party shall bear no responsibility for publicly disclosing such information.

- (b) If either party reasonably believes that it is required to disclose any confidential information pursuant to an order from a governmental authority, (i) such party shall provide written notice to the other party promptly after receiving such order, to allow the other party sufficient time, if possible, to seek any remedy available under applicable law to prevent disclosure of the information; and (ii) such party will limit such disclosure to the extent such party's counsel in good faith determines such disclosure can be limited.

5. Property Rights

Stretto reserves to itself and its agents all property rights in and to all materials, concepts, creations, inventions, works of authorship, improvements, designs, innovations, ideas, discoveries, know-how, techniques, programs, systems, specifications, applications, processes, routines, manuals, documentation, and any other information or property (collectively, "**Property**") furnished by Stretto for itself or for use by the City hereunder. The foregoing definition of Property shall include any and all data, from any source, downloaded, stored, and maintained by Stretto's technology infrastructure. Fees and expenses paid by the City do not vest in the City any rights in such Property. Such Property is only being made available for the City's use during and in connection with the Services provided by Stretto hereunder.

6. Bank Accounts

At the request of the City or the City Parties, Stretto shall be authorized to establish accounts with financial institutions in the name of and as agent for the City to facilitate cash management and distributions pursuant to a chapter 9 plan or other transaction. To the extent that certain financial products are provided to the City pursuant to Stretto's agreement with financial institutions, Stretto may receive compensation from such institutions for the services Stretto provides pursuant to such agreement.

7. Term and Termination

- (a) This Agreement shall remain in effect until terminated by either party: (i) on 30 days' prior written notice to other party; or (ii) immediately upon written notice for Cause (as defined herein). "**Cause**" means (i) gross negligence or willful misconduct of Stretto that causes material harm to the City's restructuring under chapter 9 of the Bankruptcy Code, (ii) the failure of the City to pay Stretto invoices for more than 60 days from the date of invoice or (iii) the accrual of invoices or unpaid Services in excess of the advance held by Stretto where Stretto reasonably believes it likely will not be paid.
- (b) If this Agreement is terminated after Stretto is retained pursuant to Bankruptcy Court order, the City promptly shall seek entry of a Bankruptcy Court order discharging Stretto of its duties under such retention, which order shall be in form and substance reasonably acceptable to Stretto.
- (c) If this Agreement is terminated, the City shall remain liable for all amounts then accrued and/or due and owing to Stretto hereunder.
- (d) If this Agreement is terminated, Stretto shall coordinate with the City and, to the extent applicable, the clerk of the Bankruptcy Court, to maintain an orderly transfer of record keeping functions, and Stretto shall provide the necessary staff, services, and assistance

required for such an orderly transfer. The City agrees to pay for such Services pursuant to the Preferred Rate Structure.

8. No Representations or Warranties

Stretto makes no representations or warranties, express or implied, regarding the services and products sold or licensed to the City hereunder or otherwise with respect to this Agreement, including, without limitation, any express or implied warranty of merchantability, fitness or adequacy for a particular purpose or use, quality, productiveness, or capacity. Notwithstanding the foregoing, if the above disclaimer is not enforceable under applicable law, such disclaimer will be construed by limiting it so as to be enforceable to the extent compatible with applicable law.

9. Indemnification

- (a) To the fullest extent permitted by applicable law, the City shall indemnify and hold harmless Stretto and its members, directors, officers, employees, representatives, affiliates, consultants, subcontractors, and agents (collectively, the “**Indemnified Parties**”) from and against any and all losses, claims, damages, judgments, liabilities, and expenses, whether direct or indirect (including, without limitation, counsel fees and expenses) (collectively, “**Losses**”) resulting from, arising out of, or related to Stretto's performance hereunder. Without limiting the generality of the foregoing, Losses include any liabilities resulting from claims by any third parties against any Indemnified Party.
- (b) Stretto and the City shall notify each other in writing promptly upon the assertion, threat or commencement of any claim, action, investigation, or proceeding that either party becomes aware of with respect to the Services provided hereunder.
- (c) The City's indemnification of Stretto hereunder shall exclude Losses resulting from Stretto's gross negligence or willful misconduct.
- (d) The City's indemnification obligations hereunder shall survive the termination of this Agreement.

10. Limitations of Liability

Except as expressly provided herein, Stretto's liability to the City for any Losses, unless due to Stretto's gross negligence or willful misconduct, shall be limited to the total amount paid by the City to Stretto for the portion of the particular work that gave rise to the alleged Loss. In no event shall Stretto be liable for any indirect, special, or consequential damages (such as loss of anticipated profits or other economic loss) in connection with or arising out of the Services provided hereunder.

11. City Data

- (a) The City is responsible for, and Stretto does not verify, the accuracy of the programs, data and other information it or any City Party submits for processing to Stretto and for the output of such information, including, without limitation, with respect to preparation of statements of financial affairs and schedules of assets and liabilities (collectively, “**SOFAs and Schedules**”). Stretto bears no responsibility for the accuracy and content of SOFAs and Schedules, and the City is deemed hereunder to have approved and reviewed all SOFAs and Schedules filed on its behalf.
- (b) The City agrees, represents, and warrants to Stretto that before delivery of any information to Stretto: (i) the City has full authority to deliver such information to Stretto; (ii) it has complied with all applicable data protection laws in the collection and retention of personal

data (including providing any required notices and/or disclosures to data subjects, consumers, or other necessary parties); and (iii) Stretto is authorized to use such information to perform Services hereunder and as otherwise set forth in this Agreement.

- (c) The City also agrees and represents that, before delivery of any information to Stretto that is personal data subject to the GDPR or other data protection laws, City shall notify Stretto of the impending delivery and request any modification to this Agreement that City believes may be required by the applicable data protection laws with respect to that personal data. For the avoidance of doubt, Stretto shall not be required to comply with data protection laws and regulations unless and until they take effect during the term of the Agreement and are applicable to the information City delivers to Stretto. Personal data shall have the meaning assigned to the terms “personal data” and/or “personal information” under the applicable data protection laws.
- (d) If City notifies Stretto of the applicability of the GDPR to personal data delivered pursuant to this Agreement, the parties agree that the Agreement shall be subject to the terms set forth in the GDPR Addendum attached hereto as **Exhibit A** and incorporated herein in its entirety by reference.
- (e) Attached hereto as **Exhibit B** and incorporated herein in its entirety by reference are notification procedures in the event of a Data Security Incident (as defined therein).
- (f) Any data, storage media, programs or other materials furnished to Stretto by the City may be retained by Stretto until the Services provided hereunder are paid in full. The City shall remain liable for all fees and expenses incurred by Stretto under this Agreement as a result of data, storage media or other materials maintained, stored, or disposed of by Stretto. Any such disposal shall be in a manner requested by or acceptable to the City; provided that if the City has not utilized Stretto's Services for a period of 90 days or more, Stretto may dispose of any such materials in a manner to be determined in Stretto's sole reasonable discretion, and be reimbursed by the City for the expense of such disposition, after giving the City 30 days' notice. The City agrees to initiate and maintain backup files that would allow the City to regenerate or duplicate all programs, data, or information provided by the City to Stretto.
- (g) Notwithstanding the foregoing, if Stretto is retained pursuant to Bankruptcy Court order, disposal of any City data, storage media, or other materials shall comply with any applicable court orders and rules or clerk's office instructions.

12. California Consumer Privacy Act.

- (a) Definitions. In this Section 12,
 - (i) “**CCPA**” means the California Consumer Privacy Act of 2018, including amendments and final regulations;
 - (ii) “**Personal Information**” has the same meaning given to such term under section 1798.140 of the CCPA and is limited to Personal Information contained in any City data provided to Stretto by the City in order for Stretto to provide Services under this Agreement; and
 - (iii) “**Commercial Purposes**”, “**Sell**”, “**Share**”, “**Business**”, and “**Service Provider**” have the same meanings assigned to them in section 1798.140 of the CCPA.
- (b) Relationship Between the Parties. To the extent the City is considered a Business under the CCPA, and subject to the terms of this Section 12, Stretto will act solely as City's Service Provider with respect to Personal Information.
- (c) Restrictions. Stretto will not: (i) Sell or Share Personal Information, (ii) retain, use, or disclose Personal Information for any purpose other than for the specific purpose of performing the Services specified in this Agreement, including retaining, using, or disclosing Personal

Information for any Commercial Purpose other than providing the Services specified in this Agreement unless otherwise permitted under the CCPA; (iii) retain, use, or disclose the Personal Information outside the direct business relationship between Stretto and the City; or (iv) combine the Personal Information that Stretto receives from, or on behalf of, the City with Personal Information that it receives from, or on behalf of, another person or persons, or collects from its own interaction with a consumer, except as permitted by CCPA.

13. Non-Solicitation

The City agrees that neither it nor any of its subsidiaries or affiliates shall directly or indirectly solicit for employment, employ, or otherwise retain as employees, consultants, or otherwise, any employees of Stretto during the term of this Agreement and for a period of 12 months after termination thereof unless Stretto provides prior written consent to such solicitation or retention.

14. Force Majeure

Whenever performance by Stretto of any of its obligations hereunder is materially prevented or impacted by reason of any act of God, government requirement, strike, lock-out or other industrial or transportation disturbance, fire, flood, epidemic, lack of materials, law, regulation or ordinance, act of terrorism, war or war condition, or by reason of any other matter beyond Stretto's reasonable control, then such performance shall be excused.

15. Choice of Law

The validity, enforceability, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of New York.

16. Arbitration

Any dispute arising out of or relating to this Agreement or the breach thereof shall be finally resolved by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction. There shall be three arbitrators named in accordance with such rules. The arbitration shall be conducted in the English language in Irvine, California in accordance with the United States Arbitration Act. Notwithstanding the foregoing, upon commencement of any chapter 9 case(s) by the City, any disputes related to this Agreement shall be decided by the bankruptcy court assigned to such chapter 9 case(s).

17. Integration: Severability; Modifications: Assignment

- (a) Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms, and further agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings, agreements, and communications between the parties relating to the subject matter hereof.
- (b) If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired thereby.
- (c) This Agreement may be modified only by a writing duly executed by an authorized representative of the City and an officer of Stretto.

- (d) This Agreement and the rights and duties hereunder shall not be assignable by the parties hereto except upon written consent of the other; provided, however, that Stretto may assign this Agreement to a wholly-owned subsidiary or affiliate without the City's consent.

18. Electronic Signatures; Effectiveness of Counterparts

This Agreement may be executed with electronic signatures using DocuSign or a similar service that provides a complete, automated history of the sending and signing, including key event timestamps. If the Parties execute this Agreement electronically, they agree that their electronic signatures are the legally binding equivalent to their handwritten signatures. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which shall constitute one and the same agreement. This Agreement will become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, which delivery may be made by exchange of copies of the signature page by fax or email.

19. Notices

All notices and requests in connection with this Agreement shall be sufficiently given or made if given or made in writing via hand delivery, overnight courier, U.S. Mail (postage prepaid) or email, and addressed as follows:

If to Stretto: Stretto
 410 Exchange, Ste. 100
 Irvine, CA 92602
 Attn: Sheryl Betance
 Tel: 714.716.1872
 Email: sheryl.betance@stretto.com

If to the City: City of Cle Elum
 115 W 1st St
 Cle Elum, WA 98922
 Attn: Rob Omans
 Tel: 509.674.2262
 Email: romans@cleelum.gov

With a copy to: Kenyon Disend, PLLC
 11 Front St S
 Issaquah, WA 98027
 Attn: Alexandra Kenyon
 Tel: 425-392-7090
 Email: alexandra@kenyondisend.com

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first above written.

STRETTO, INC.

By: Sheryl Betance

Title: Senior Managing Director

CITY OF CLE ELUM

By: Matthew Lundh

Title: Mayor

Exhibit A

GDPR Addendum

This GDPR Addendum is a part of the Services Agreement (the “**Agreement**”) by and between Stretto (the “**Processor**”) and the City (together, the “**Parties**”) only if City notifies Processor in advance of processing relevant data that such data is subject to the GDPR pursuant to Paragraphs 11(c) and 11(d) of the Agreement¹.

RECITALS

WHEREAS,

- (A) The Processor and the City have agreed to the following terms regarding the Processing of City Personal Data.
- (B) The City acts as a Controller of the City Personal Data.
- (C) The City wishes to subcontract certain Services, pursuant to the Agreement, which imply and require the processing of personal data, to the Processor.
- (D) The City instructs the Processor to process City Personal Data.
- (E) The Parties seek to implement a data processing agreement that complies with the requirements of the current legal framework in relation to data processing and with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation or “**GDPR**”).

NOW THEREFORE, the City and the Processor agree as follows:

1. **Definitions.** The parties agree that the following terms, when used in this GDPR Addendum, shall have the following meanings.
 - (a) “**Addendum**” shall mean this GDPR Addendum;
 - (b) “**City Personal Data**” means any Personal Data Processed by the Processor or a Subprocessor on behalf of the City pursuant to or in connection with the Agreement, and may include, for example, Personal Data of City’s employees, clients, customers, creditors, equity interest holders, or counter-parties;
 - (c) “**Data Protection Laws**” means EU Directive 95/46/EC, as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including by the GDPR and laws implementing or supplementing the GDPR;

¹ Capitalized terms utilized but not defined in the GDPR Addendum have the meanings ascribed to them in the Agreement.

- (d) **“Services”** means the services the Processor provides to the City pursuant to the Agreement;
- (e) **“Subprocessor”** means any person appointed by or on behalf the Processor to process Personal Data on behalf of the City in connection with the Agreement;
- (f) **“Technical and organizational security measures”** means those measures aimed at protecting Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing;
- (g) The terms **“Commission”**, **“Controller”**, **“Data Subject”**, **“Member State”**, **“Personal Data”**, **“Personal Data Breach”**, **“Processor”**, **“Processing”**, **“Special Categories of Personal Data”**, and **“Supervisory Authority”** shall have the same meaning as in the GDPR, and their derivative terms shall be construed accordingly.

2. **Obligations of the City.** The City agrees and warrants:

- (a) that the Processing, including the transfer itself, of the City Personal Data has been and will continue to be carried out in accordance with the relevant provisions of the applicable Data Protection Laws (and, where applicable, has been notified to the relevant authorities of the Member State);
- (b) that it has instructed and throughout the duration of the Services will instruct the Processor to process the City Personal Data transferred only on the City’s behalf and in accordance with the applicable Data Protection Laws, the Agreement, and this Addendum;
- (c) that the Processor will implement appropriate technical and organizational security measures with respect to the Personal Data;
- (d) that after assessment of the requirements of the applicable Data Protection Laws, the technical and organizational security measures implemented by Processor are appropriate to protect the City Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;
- (e) that it will ensure compliance with the technical and organizational security measures; and
- (f) that the City Personal Data transferred to Processor does not include or involve any special categories of data, as defined by Article 9 of the GDPR.

3. **Obligations of the Processor.** The Processor agrees:

- (a) to comply with the Data Protection Laws;
- (b) to process the City Personal Data only on behalf of the City and in compliance with the City's instructions and this Addendum unless required to do so by Data Protection Laws to which Processor is subject; in such a case, the Processor shall inform the City of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest; if Processor cannot comply with the City's instructions, it agrees to inform promptly the City of its inability to comply with such instructions, in which case the Parties shall work together in good faith to resolve Processor's inability to process Personal Data pursuant to the City's instructions for no less than thirty (30) days, and failing resolution, City is entitled to suspend the processing of Personal Data and/or terminate the Agreement;
- (c) that it has implemented reasonable and appropriate technical and organizational security measures before processing the City Personal Data;
- (d) that it will promptly notify the City about:
 - (i) any legally binding request for disclosure of the City Personal Data required by law, subpoena, warrant, court order, government agency, or law enforcement unless otherwise prohibited by law, subpoena, warrant, court order, government agency, or law enforcement;
 - (ii) any Personal Data Breach ; and
 - (iii) any request received directly from any Data Subject and shall not otherwise respond to such request, unless required by Data Protection Laws;
- (e) to respond promptly to reasonable inquiries from the City relating to Processor's processing of the City Personal Data and to abide by the advice of the supervisory authority with regard to the Processing of the City Personal Data;
- (f) to treat all confidential information and/or City Personal Data received by City in accordance with the confidentiality provisions in the Agreement. Any Subprocessor authorized by Processor or the City shall contractually agree to maintain the confidentiality of such information or be under an appropriate statutory obligation of confidentiality; and
- (g) that it shall have the City's authorization to use Sub-processors from an agreed list and shall specifically inform the City in writing of any intended changes to that list through the addition or replacement of Sub-processors at least thirty (30) days in advance, thereby giving City sufficient time to be able to object to such changes prior to the engagement of the Sub-processor(s). The data importer shall provide the data exporter with the information necessary to enable the data exporter to exercise its right to object.

4. **Obligations after Termination of Personal Data Processing Services.**

- (a) The Parties agree that within 10 business days of the termination of the Agreement or provision of Services, the Processor and any Subprocessor shall, at the choice of the City, return all City Personal Data and the copies thereof to the City or shall destroy all the City Personal Data and notify the City that it has done so, unless prohibited by applicable law, subpoena, warrant, court order, government agency, or law enforcement. In that case, the Processor will abide by the confidentiality provisions in the Agreement and will not further process the City Personal Data.
- (b) The Processor and any Subprocessor warrant that upon request of the City and/or of the supervisory authority, it will submit its data-processing facilities for an audit of the technical and organizational security measures.

5. **Notices.**

- (a) All notices and communications given under this Addendum must be delivered as provided for by the Agreement.

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Exhibit B

Data Security Incident Notification Procedures

1. The following definitions shall apply to these data security incident notification procedures:
 - (a) **“Covered Data”** means, in any form, format, or media, nonpublic information (i.e., information that is not posted on a public website maintained by Stretto in accordance with the Bankruptcy Code, the Bankruptcy Rules, or applicable bankruptcy case procedures or local rules, or filed on a non-confidential basis with the court-sponsored PACER or other docket filing system) provided or transferred to Stretto by City or by an individual creditor, shareholder, or other third party for the purposes of Stretto’s performance under this Agreement.
 - (b) **“Data Security Incident”** means the unauthorized or accidental access to, or use, disclosure, alteration, loss, or destruction of, Covered Data.
 - (c) **“Determine”** means Stretto has actual knowledge or reasonable certainty that a Data Security Incident has occurred.
 - (d) **“Discover”** means Stretto reasonably believes that a Data Security Incident has occurred.
2. When Stretto Discovers a potential Data Security Incident, Stretto shall begin an investigation into the nature and scope of the potential Data Security Incident at the direction of Stretto’s Chief Information Security Officer and/or incident response team.
3. As soon as practicable, but not later than seventy-two (72) hours after Stretto Determines that a Data Security Incident has occurred, Stretto will provide confidential written notification of the Data Security Incident to the City and the attorney of record for the City (collectively, the **“City Notice Parties”**). Stretto may, in its discretion, provide confidential written or oral notification of the Data Security Incident to (a) the Bankruptcy Court, (b) the Clerk of the Bankruptcy Court, (c) the appropriate representative of the Office of the United States Trustee, and (d) all official committees of the Court (collectively, the **“Court Notice Parties”**, and with the City Notice Parties, the **“Notice Parties”**) and, if Stretto provides such additional notice, Stretto shall contemporaneously (or sooner) notify the City and its attorney of record that Stretto has provided such additional notice.
4. The notification described in Section 3 (the **“Preliminary Notification”**) shall include the following information, to the extent known by Stretto at the time of the Preliminary Notification:
 - (a) a brief description of the nature of the Data Security Incident, including how it occurred, when it occurred, and the date that Stretto Discovered the Data Security Incident;
 - (b) a description of the Covered Data potentially impacted;
 - (c) where appropriate, a description of what steps Stretto has taken or is taking to investigate and mitigate the effects of the Data Security Incident; and

- (d) where appropriate, any corrective measures Stretto has taken or will take to reduce the likelihood of similar incident.
- 5. If requested, City shall reasonably assist Stretto with Stretto's investigation of, and response to, a potential or actual Data Security Incident. After providing the Preliminary Notification, Stretto and the Notice Parties who have received notification will confer to determine, if necessary, an appropriate method to notify (a "**Supplemental Notification**") (a) creditors or claimants whose Covered Data may have been impacted by the Data Security Incident, and (b) any state, federal, or international governmental authorities or regulators, in accordance with applicable law.
- 6. If a law enforcement official informs Stretto that providing notification to third parties regarding the Data Security Incident would impede a criminal investigation or cause damage to national security, Stretto may delay any Preliminary Notification or Supplemental Notification for the time period specified by the law enforcement official.
- 7. Unless otherwise required by law, regulation, or court order, in providing any Preliminary Notification or Supplemental Notification, Stretto shall not be required to disclose (a) confidential or privileged information, (b) information that a law enforcement official has directed to remain confidential, (c) information regarding any other Stretto clients, or (d) the identities of any Stretto employees.
- 8. Notwithstanding any provisions to the contrary in this Agreement, in Stretto's discretion, Stretto may make public statements regarding a Data Security Incident, whether by posting on its website, in a statement to the media, or in a public filing. Stretto will endeavor to provide City notice of the content of any such statement prior to publicly releasing such statement.

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OUR PRICING

Preferred Rate Structure

CONSULTING SERVICES & RATES

Analyst

Waived

The Analyst processes incoming mail, creditor correspondence and returned mail, and supports the case team with administrative tasks as required.

Consultant (Associate/Senior Associate)

\$70-\$200

The Associate manages the various data collection processes required by the Chapter 11 process. This includes, among other things, compiling the creditor matrix and Schedules/SOFAs (and generating drafts of same for counsel and advisors), reviewing and processing claims and ballots, overseeing contract review, overseeing all physical and electronic noticing, and generating custom claim and ballot reports.

The Senior Associate leads complex data aggregation projects for compilation of Schedules & SOFA, the creditor matrix and special notice lists. In addition, the Senior Associate oversees quality control and on mailings and reports. Stretto's Senior Associates average over seven years of experience.

Community Manager

\$150-\$250

The Community Manager serves as a liaison between company stakeholders and creditors, overseeing proactive communication and providing reporting and analysis to clients. They monitor and utilize social media channels and direct communication to maintain positive relationships and provide accurate, up-to-date information to stakeholders.

Director/ Managing Director

\$210-\$250

The Director is the primary contact for the company, counsel and other professionals and oversees and supports all aspects of the administration for the entirety of an engagement.

The Managing Director provides industry and/or project specific expertise to support complex matters. Professionals, including Stretto's executive management team will serve in this role when appropriate.

Stretto's Directors and Managing Directors have over fifteen years of experience and are typically former restructuring professionals.

Executive Management

Waived

Our Executive Management team oversees Stretto's Corporate Restructuring group and will provide consulting support to this matter at no charge.

CALL CENTER AND COMMUNICATION SUPPORT SERVICES

Tier 1 Support Automated IVR telephone support	Waived
Tier 2 Support AI-Enhanced client support including real-time online chat and document summarization	\$15
Tier 3 Live Support Dedicated, live communications team support including telephone and email communication	\$65-\$95

SCHEDULES AND STATEMENTS

Consultant (Associate/Senior Associate) The Associate manages the various data collection processes required by the Chapter 11 process. This includes, among other things, compiling responses and data required for the Schedules and SOFA. The Senior Associate leads aggregation projects for compilation of all data required for the completion of the Schedules & SOFA. In addition, the Senior Associate oversees quality control and review of drafts.	\$275-\$325
Director / Managing Director / Senior Managing Director The Director is the primary contact for the company, counsel and other professionals and oversees and supports all aspects of the preparation of the Schedules and SOFA. The Managing Director provides industry and/or project specific expertise to support complex matters.	\$345-\$595
Executive Management Our Executive Management team oversees Stretto's Corporate Restructuring group and will provide consulting support to this matter at no charge.	Waived

SOLICITATION, BALLOTING & TABULATION RATES

Solicitation Associate The Solicitation Associate reviews, tabulates and audits ballots, and executes plan solicitation and other public securities mailings. The Solicitation Associate also prepares customized reports relating to voting and other corporate events, including exchange offers and rights subscriptions. The Solicitation Associate also interfaces with banks, brokers, nominees, depositories and their agents regarding solicitations and related communications.	\$275
Director of Securities & Solicitations The Director of Securities leads public securities noticing and related actions, including voting, exchange offers, treatment elections, rights subscriptions and distributions and coordinates with banks, brokers, nominees, their agents and depositories to ensure the smooth execution of related processes.	\$295

PRINTING & NOTICING SERVICES

Printing	\$0.10 (per image) ¹
Postage/Overnight Delivery	Preferred Rates
ECF Email Noticing	Waived
Email Document Service	Pricing Available on Request
Fax Noticing	\$0.10 (per page)
Envelopes	Varies by Size
Coordinate and Publish Legal Notices	Pricing Available on Request
Public Securities Events	Varies by Event

ELECTRONIC SERVICES

Case Homepage Set-Up and Hosting	Waived
Robotic Process Automation ²	Starting at \$0.48 (per process)
Encrypted HTTPS Bandwidth (volume discount applies)	Starting at \$0.125 (per MB)
Online Monthly Operating Report Platform Subscription	Waived
AI-Enhanced Communications Platform (monthly)	Starting at \$500 per month ³

CLAIMS ADMINISTRATION & MANAGEMENT EXPENSES

License Fee and System Maintenance	\$0.10 (per creditor per month)
Database and System Access (Unlimited Users)	Waived
Online Claims Filing Portal	Waived
Online Ballots Filing Portal	Waived
Preference Analysis (Initial Preference Review)	Standard Hourly Rates

¹ Print Surcharge of \$0.05 may apply to mailings requested outside carrier hours (8am – 6pm ET, Monday – Friday)

² Includes ECF docket automation, subscription-based docket notifications, USPS bulk mail operations, address validation, e-filing transactions, cloud computing charges, and related activities

³ Monthly rate based on size of creditor matrix

DOCUMENT MANAGEMENT SERVICES

Electronic Imaging (Per Imaged Page)	\$0.10
FedRAMP Compliant File Retention (volume discount applies)	Starting at \$0.125 (per MB)
Virtual Data Room	Available Upon Request

CALL CENTER AND COMMUNICATION SUPPORT SERVICES

Case-Specific Toll-Free Number and Voice-Mail Box	Waived
Interactive Voice Response (Per Minute)	Waived
Monthly Maintenance Charge	Waived

DISBURSEMENT SERVICES

Check Issuance	Available on Request
Account Opening Fee	Available on Request
W-9 Mailing and Maintenance of TIN Database	Standard Hourly Rates
Disbursements - Record to Transfer Agent	Quoted at Time of Request