

Public Works & Community Development Committee

Agenda

March 5, 2025

12:00 PM



119 W FIRST STREET
CLE ELUM, WA 98922

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

MAYOR
MATTHEW LUNDH

MAYOR PRO TEM
STEVEN HARPER

PUBLIC WORKS &
COMMUNITY
DEVELOPMENT
COMMITTEE
STEVEN COOK
KEN RATLIFF - CHAIR
JERRED WEIS

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**
2. **Unfinished Business**
 - a. Cemetery Code Amendment Ordinance - Mathew Bailey Public Works Director
Letter from Rebecca Hackett Re: Imitation Flowers
Letter from Darci Correa Re: Flowers in the Cemetery
3. **New Business**
 - a. Public Works & Community Development Committee Meeting Minutes Dated February 5, 2025
 - b. Master Meter AMI Repeater Quote - Mathew Bailey Public Works Director
 - c. IWork GIS Program - Mathew Bailey Public Works Director
 - d. Baseball Fields Agreement
4. **Other Committee Comments**
5. **Adjourn**

Upcoming Meetings:

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

Lodging Tax & Events Committee Meeting: March 12, 2025 @ 8:30 a.m.

Historic Preservation Commission Meeting: March 18, 2025 @ 3:00 p.m.

Planning Commission Meeting: March 18, 2025 @ 6:00 p.m.

Public Works & Community Development Committee Agenda March 5, 2025

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Public Safety & Health Committee Meeting: March 19, 2025 @ 12:00 p.m.

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

Next Public Works & Community Development Committee Meeting: April 2, 2025 @ 12:00 p.m.

Coal Mines Trail Commission Meeting: April 7, 2025 @ 6:00 p.m.

Proposed City of Cle Elum Cemetery Rules and Policies

The City of Cle Elum Cemetery operates in accordance with standards that reflect the policies of national cemeteries. The following rules and policies ensure the dignity, safety, and maintenance of the cemetery:

Hours of Operation

- The cemetery is open to visitors from dawn to dusk daily.
- Funerals and burials must be scheduled in advance with the City of Cle Elum.

Conduct and Behavior

- Visitors must always conduct themselves in a respectful manner.
- No loud music, alcohol, or disruptive behavior is permitted.
- Pets must be leashed, and owners must clean up after them.

Floral and Decoration Guidelines

- As a general rule, silk flowers and potted plants will be allowed on graves:
 - For a period extending 10 days before Easter Sunday to 10 days after.
 - For a period extending 10 days before Memorial Day to 10 days after.
 - Christmas wreaths, potted poinsettias, and other seasonal adornments may be placed on graves from December 1st through January 31st.
- Floral items should be placed at the side of headstones in line with the headstone row. This allows for equipment operations and prevents damage to floral items.
- Floral items should not be secured to headstones or markers.
- Permanent plantings, statues, vigil lights, breakable objects, pinwheels, balloons, toys, stuffed animals, and similar commemorative items are not permitted on the graves at any time.
- Do not place any items that are considered offensive, inconsistent with the dignity of the cemetery, or considered hazardous to cemetery personnel.

Burial and Maintenance Regulations

- Burial plots must be maintained in accordance with City guidelines.

- Families are responsible for ensuring compliance with decoration and maintenance policies.
- The City reserves the right to remove unauthorized or deteriorated items.

Prohibited Activities

- Unauthorized digging, planting, or modification of gravesites is strictly prohibited.
- Commercial activity, solicitation, and advertising within the cemetery are not allowed.
- Firearms and fireworks are prohibited, except for military honors ceremonies.

Military Honors and Ceremonies

- Veterans may be eligible for military honors in accordance with federal guidelines.
- Military markers and flags must be placed in accordance with cemetery regulations.

Compliance and Enforcement

- Visitors and families must adhere to all City of Cle Elum Cemetery rules and regulations.
- The City reserves the right to enforce these policies, including removal of non-compliant items.

For further information or assistance, please contact the City of Cle Elum.

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Conduct and Behavior

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- No loud music, alcohol, or disruptive behavior is permitted.
- Pets must be leashed, and owners must clean up after them.

Floral and Decoration Guidelines **Fresh flowers only April 1 through September 30 except for below:**

- As a general rule, silk flowers and potted plants will be allowed on graves:
Commencing at the end of the mowing season September 30 through April 1
Additionally ○ For a period extending 10 days before Easter Sunday to 10 days after.
Mother's day; Father's Day; all other federal holidays
○ For a period extending 10 days before Memorial Day to 10 days after.
○ Christmas wreaths, potted poinsettias, and other seasonal adornments may be placed on graves from December 1st through January 31st.

Whenever possible to the side --OR-- utilizing an existing in-ground vase already installed

- Floral items should be placed at the side of headstones in line with the headstone row. This allows for equipment operations and prevents damage to floral items.
- Floral items should not be secured to headstones or markers. **Silk flowers should be secured to prevent wind from blowing them away**
- Permanent plantings, statues, vigil lights, breakable objects, pinwheels, balloons, toys, stuffed animals, and similar commemorative items are not permitted on the graves at any time. **This is overly restrictive, especially for parents in grief. We need to come up with a better way to address this. Part of it is OK; part is not.**
- Do not place any items that are considered offensive, inconsistent with the dignity of the cemetery, or considered hazardous to cemetery personnel.

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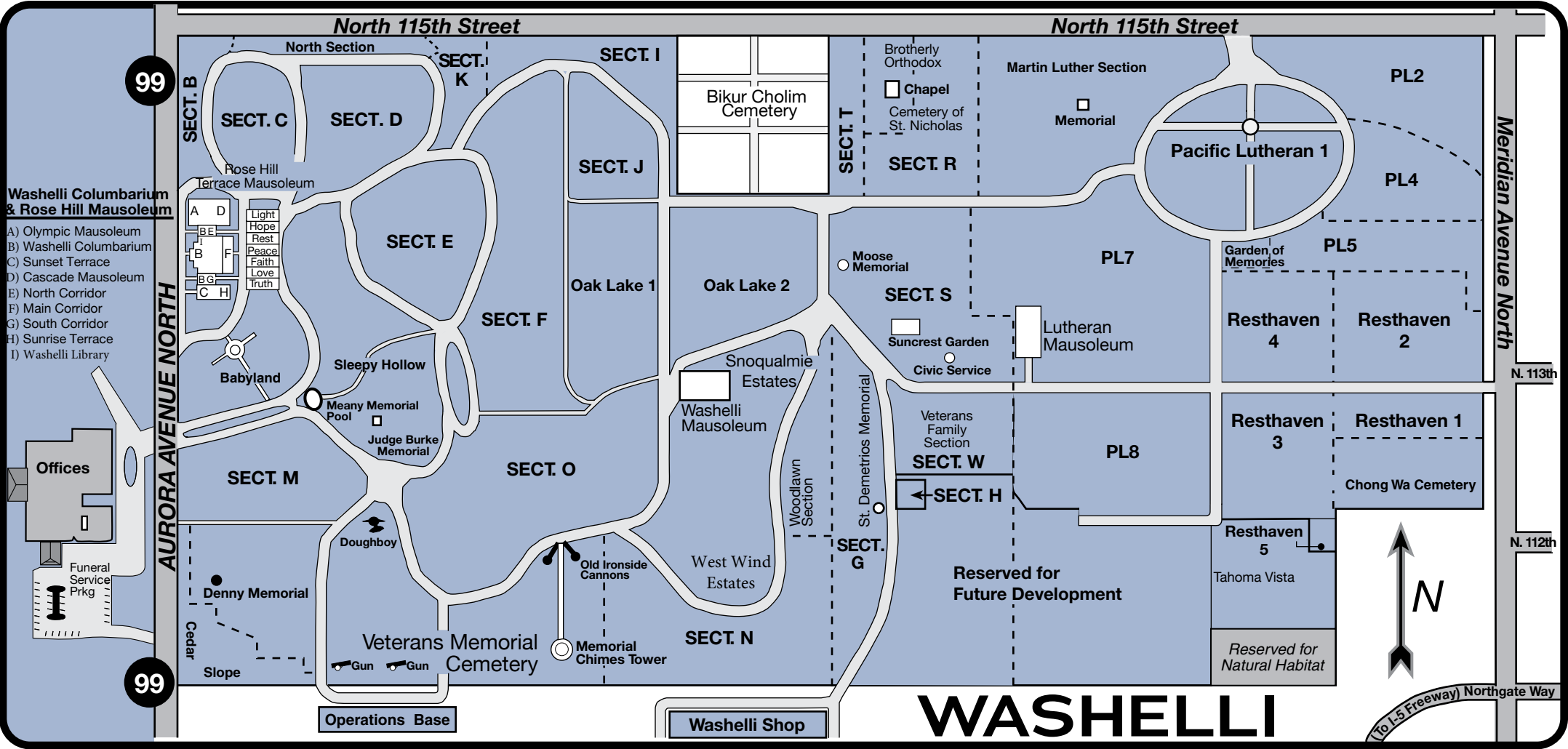
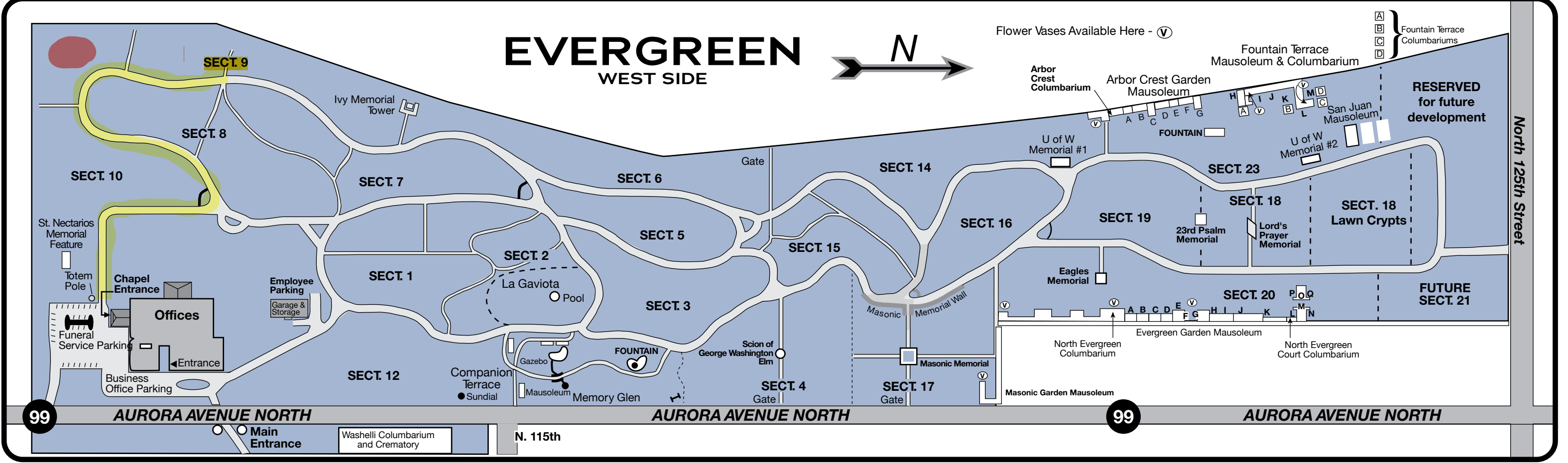
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For further information or assistance, please contact the City of Cle Elum.



evergreen

WASHELLI

SEATTLE BRIER BOTHELL

Name

Section, Corridor, Terrace

Lot, Tier

Grave, Crypt, Niche

All Cemeteries:

Gates Close: 8pm or dusk, whichever comes first.

Standards for Flower Display

Burial Spaces - Cut flowers or potted plants, limited to two (2) per burial space, may be used. These will be left in place until withered, and then removed by groundskeepers. Potted plants limited to 8" in diameter.

Seasonal Decorations

Christmas-like floral tributes, all other seasonal flowers, and decorations are permitted through January 15th. Other holidays (e.g. Mother's Day, Memorial Day, or Easter) floral tributes and decorations will be removed one week after the holiday; they cannot be stored.

Mausoleum Crypts

Special vases for your use are stored in flower stations near each crypt. When vases on crypts are not in use, vases will be returned to the station for storage.

Artificial Flowers

May be used only during the non-mowing season (November 1 thru March 1). During the mowing season and after March 1, artificial flowers will be discarded; they cannot be stored.

Non-Standard Planting, Embellishments

These are not permitted, except in certain locations where they are covered by pre-arranged, specific endowment care plans. Call the superintendent for details.

Hours

Seattle Office: Mon-Fri. 8:30am - 8:00pm, Sat-Sun. 8:30am - 6:00pm
Columbarium: 9:00am - 5:00pm every day
Abbey View Office: Mon-Fri. 9:00am - 4:00pm
Bothell Office: Mon-Fri. 8:30am - 5:00pm
washelli.com

11111 Aurora Avenue North
Seattle, WA 98133
206.362.5200

Driving directions to Seattle location:

Via the I-5 Freeway, from the north or south, exit at Northgate (exit 173) and drive west to Aurora Avenue North. Turn right, and drive six blocks to Evergreen-Washelli.

Via Aurora Avenue North, Evergreen-Washelli Funeral Home is on the west side of Aurora Avenue North at 111th and Aurora.

18224 103rd Ave NE
Bothell WA 98011
425.486.1281

Driving directions to Bothell location:

From 1-405 at Bothell: From the north take exit 23 or from south take exit 23B. Veer right up the hill at first traffic signal (Kaysner Way). Proceed up the hill through 4-way stop (Main Street). Take a left onto 103rd Ave. Funeral home is on the left at the corner of 183rd St. and 104th Ave NE.

From Seattle Area (including Kenmore, Lake Forest Park, Shoreline, Lake City), traveling east on Highway 522, through Kenmore. Stay in center lane where Highway 522 intersects with Highway 527. Go straight onto Main Street. Turn left onto 103rd Ave NE. Funeral home is on the right, one block north of Main Street.

3601 Alaska Road
Brier, WA 98036
425.483.0555

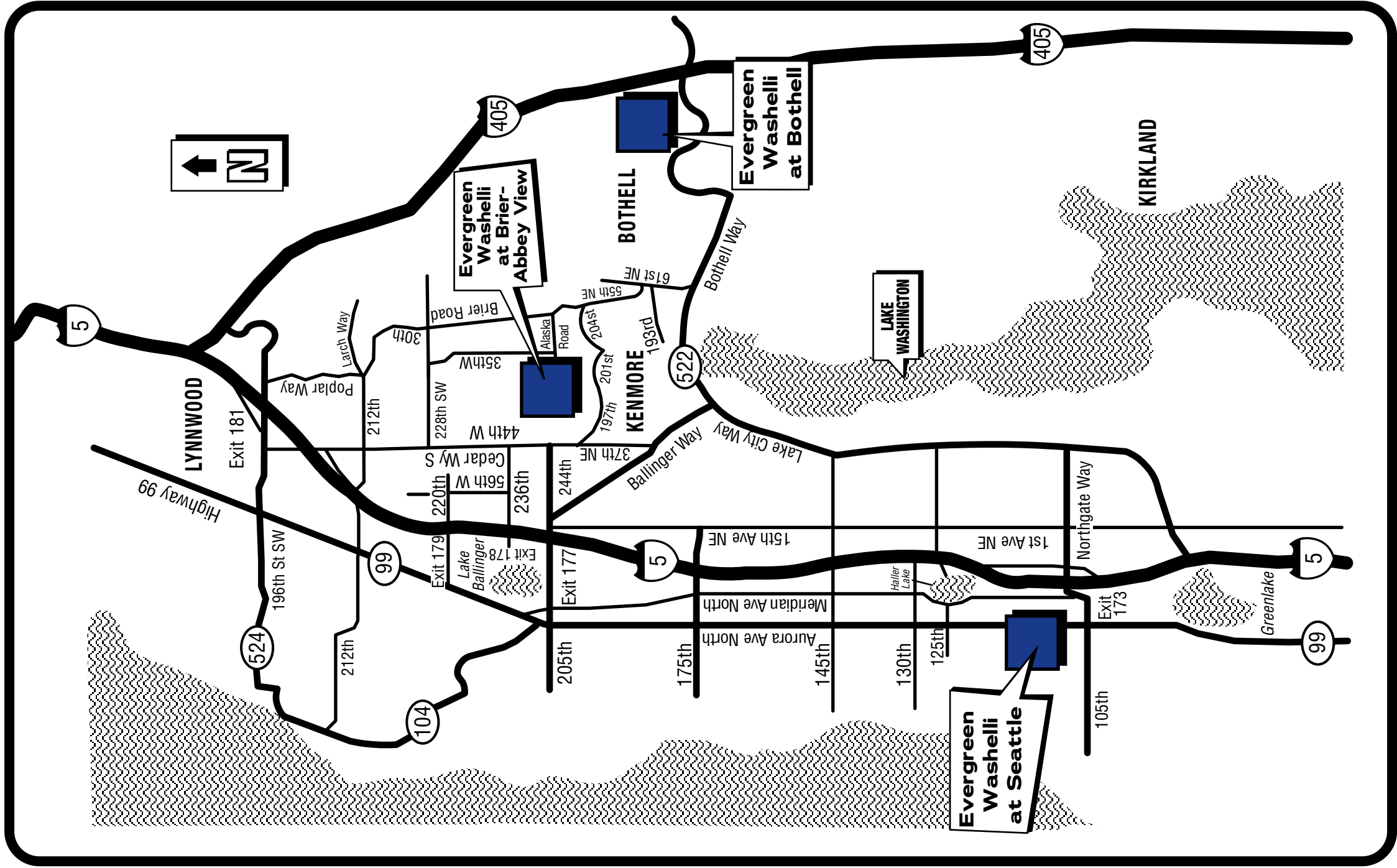
Driving directions to Abbey View location:

From Bothell Way, drive to 61st N.E., and turn north. Turn left on 193rd. Veer right on 55th Avenue N.E. At Alaska Road, bear left to Abbey View Cemetery located at 3601 Alaska Road, Brier.

From I-5 Freeway going North: Take exit 178th (236th St. SW) and turn right onto 236th. Go straight to Cedar Way (about 1 mile). Turn left on Cedar Way. At next light, turn right on 228th SW. Go 1/2 mile to crest of hill and turn right onto 35th W. At first stop sign turn right (this continues to be 35th). Continue on to Alaska Road (about eight blocks).

From I-5 Freeway going South: Take exit 181 at Lynnwood for 196th Street. Stay in the left lane of the exit and follow it to 196th eastbound and take the first right turn (which is just at the top of the overpass). This is Poplar Way. Stay on Poplar Way for about three miles (it will turn into Brier Road). At the bottom of the hill, turn right on Alaska Road. Go about 1/4 mile to Abbey View.

DRIVING DIRECTIONS



Dear Cle Elum Public Works and Community Development Committee

I have multiple graves I maintain at the Cle Elum Cemetery. (More than 10)

If your proposal to ban artificial flowers were to pass, it would put a great financial burden on me to maintain flowers on each of those grave sites year round.

Yes I go year round!!

I tried real flowers originally but could not keep up with purchasing them as the elk ate them or they naturally died in a very short amount of time.

Real flowers are very costly now a days and I would need to buy new ones every 3-5 days unless the elk get them sooner.

I placed mums one year and that night the elk ate the tops off every single one of them leaving me stumps. That was a large financial purchase to only last half a day. When I started using silk flowers I took great care to make sure they were secure in their vase and that the vase was secure from tipping over or moving around in any way.

I refresh any silk flowers that start to fade or look bad.

I do this in order to always show my respect for my deceased loved ones.

I show that respect every day all year by being able to use silk flowers. I could not do that if I were forced to only use real flowers.

You use the reasoning of some of the flowers blowing into the grass and getting in the mower making a bigger mess.

Will that ban also include the smaller American flags I see blowing around the grass as well?? Where will these bans stop?

One of the resolution solutions was to monthly remove everything "improper" or "dead"

It would take less man hours to simply pick up loose flowers, flags, or other items while walking the cemetery to changing water, or to pick up loose flowers, flags or other items while weed eating. I carry a grocery bag on my belt for any loose items I come across when mowing or weed eating at home. (Just a suggestion)

I do my part maintaining around the headstones I care for and since I know a very large number of the people buried there, I also make sure if they have flowers damaged or blowing around I correct that.

If it's for someone I know the family for and their real flowers are dead I will contact them for permission to dispose of them.

Most all of these people are loved ones who spent their lives picking up after us or helping us so it's the least we can do for them.

The financial burden you would put on individuals to be able to show respect to their loved ones would be very very large.
If artificial flowers are no longer allowed I will no longer be able to keep flowers on the graves I maintain (which is more than 10)
I'm only 1 person. Times that by the number of people that would be priced out of flowers on their loved ones graves and you will have a very dull cemetery that will look like no one cares for their loved ones.
That would be the most sad scenario I can think of!! Disrespectful as well.

I am totally against banning artificial flowers as that is all some people can afford in order to maintain flowers for their loved ones.
The cost of burial itself is very financially straining for some and then to tell them they can't show their respect to their loved ones because they can't afford to buy real flowers, is so very sad and very Un-thoughtful for those that have loved ones there and all for the sake of not having to pick up a loose flower, flag, or other item, while watering or weed eating or occasionally having to stop the mower.... Sad!!
The man hours that would be required to eliminate it all monthly would be way more costly, than picking up as you water or weed eat.

Please do not price me out of being able to continue to show my love and respect to the loved ones I have in that cemetery.
It would break my heart as well as many other peoples hearts.

Ask yourselves, would you rather see a colorful silk flower, an American flag, or other memorial items or would you rather see dead flowers on head stones, or bare unloved headstones??

There are some things in life that are just worth a little extra care and I truly believe our deceased loved ones are worth and deserve that extra care. If we can't bend over and pick up a loose flower, flag, or other item, for people who gave their lives to us, what have we become????

Rebecca Hackett
PO Box 691
Cle Elum Wa 98922

From: Darcie Correa <darciecorrea@gmail.com>

Sent: Wednesday, March 5, 2025 9:04 AM

To: Planning <planning@cleelum.gov>

Subject: Flowers in the Cemetery.

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

To whom it may concern, There are 6 generations of my family here in Upper County. 3 are in the cemetery. I promised my late grandmother I would continue to take care of them. 40 years later, I still am. I understand progress, but some traditions need to stay. That's what makes Cle Elum special. Our cemetery is beautiful not because of stone and grass, it's the color of the flowers. You turn in and you see love. You see respect. Generations of love. When you mow your own lawn, you pick up the yard first before mowing. It's called a cemetery caretaker, not a cemetery mower. Why goes the city want to get in between our religion and values? Because someone might have to get off of the mower? That's all it comes down too. Real flowers are too expensive and come in glass containers. I think all glass should be outlawed if anything. I'm asking the council to not get in between our religion. Thanks you. Darcie (Gaidos) Correa Sent from my iPhone

**CLE ELUM PUBLIC WORKS & COMMUNITY DEVELOPMENT
COMMITTEE**

MINUTES

FEBRUARY 5, 2025

12:00 PM

119 W FIRST STREET
CLE ELUM, WA 98922

1. Call to Order/Pledge of Allegiance

Steven Cook - present via zoom

Ken Ratliff - present

Jerred Weis - present

Rob Omans - City Administrator

Debbie Lee - Clerk

Mathew Bailey - Public Works Director

Audrey Casassa - Utility Clerk

2. Elect Chair Person

MOTION: Committee Member Weis made a motion to nominate Committee Member Ratliff as the new Chair; seconded by Committee Member Cook.

MOTION: Committee Member Ratliff made a motion to nominate Committee Member Weis stating he did not see a need for a change; seconded by Committee Member Cook.

Ratliff voted for Weis.

Weis voted for Ratliff.

Cooke voted for Ratliff.

Committee Member Ratliff is the new Chair for the Public Works & Community Development Committee.

3. Unfinished Business

a. Cemetery Clean Up - Discussion

Discussion was had about changing the Cle Elum Municipal Code to not allow artificial flowers as they are not natural and cause issues with the mower and cleaning up. The Committee also discussed having a dedicated clean-up day and if this would need to be written into the Municipal Code.

The Committee referred it back to staff to draw up an ordinance with these changes.

4. New Business

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- a. [Approve the Minutes for January 2, 2025 Public Works & Community Development Committee Meeting Minutes](#)

MOTION: Committee Member Ratliff made a motion to approve the Public Works & Community Development Committee Meeting Minutes Dated January 2, 2025; seconded by Committee Member Cook.

MOTION CARRIED: 3 yes 0 no.

The Committee also discussed whether the School District sewer bills were resolved. Audrey explained that she took the usage on the January bill and used it for October and November bills. She will send a copy of the bill to the Committee.

- b. [Myles Turpen Request for Leak Adjustment 1-24-25](#)

Audrey reported to the Committee that this was a new homeowner who had a small leak in December. The shut-off valve was hard to get to since it was located underneath the deck. The homeowner shut the valve off and will replace it in the spring.

MOTION: Committee Member Ratliff made a motion to approve the leak adjustment request in the amount of \$627.48 and recommend it to the Council; seconded by Committee Member Weis.

MOTION CARRIED: 3 yes 0 no.

- c. [Traci Schiffner Request for Leak Adjustment 1-31-25](#)

Audrey reported to the Committee that this was a short-term rental and permitted correctly. Audrey stated that she tries hard to notify a customer of a leak as soon as possible. She notifies them by telephone, door hanger and email.

The Committee stated that this would be different if they were on vacation when this happened, but since it is a short-term rental they should have a property management company to deal with issues that arise if the owner is not on site.

Mathew Bailey stated that this request falls outside the timeline that is stated in the Cle Elum Municipal Code. The customer was notified in early December but did not fix the leak until the end of January.

MOTION: Committee Member Ratliff made a motion to deny the request for leak adjustment due to the lack of timeliness; seconded by Councilmember Cook.

MOTION CARRIED: 3 yes 0 no.

- d. [Sewer Deduct Meter Application - Mathew Bailey](#)

Mathew Bailey presented a code amendment with added language for sewer deduct meters and averaging the residential water for the months of November through March. These months will be what is used for summer months' usage. This should help with the new rate

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structure that was added to the sewer rates. This is based on irrigation water that does not go to the sewer plant and does not have to be treated.

The commercial customers who want to deduct irrigation water will have to purchase a sewer deduction meter with the initial set up of \$533.00. The customer also has to install the meter. Commercial users that irrigate, use an ice-making machine, food packaging, or filling pools and spas could use this type of meter. This could be beneficial to commercial users. The Public Works Director will have to approve all of these meters.

MOTION: Committee Member Ratliff made a motion to recommend this Ordinance to the Council once legal has approved it; seconded by Councilmember Weis.

MOTION CARRIED: 3 yes 0 no.

e. [Veolia Contract Discussion - Mathew Bailey](#)

Mathew Bailey reported that he is presenting a proposal for the costs of running the waste water and water treatment plants without a contract with Veolia. He used the 2022–2024 figures to get a baseline of consumables like electricity and materials. Mathew believes it is possible that the City of Cle Elum could accomplish the task of running the plant with their own employees. This would be a cost saving to the City.

Discussion was had about resources like a possible inter-local agreement with other area plants, and that Evergreen Rural Water is a good resource for employees and hiring. The Committee would like Public Works to come up with a plan and present it at the next Public Works & Community Development Committee meeting. The City will have to create job descriptions for these positions. One contract with Veolia expires in June and one in December.

5. Other Committee Comments

Mathew Bailey wanted to discuss with the Committee the cost of the ROW permit. It is a flat fee of \$50 and, for the residential customer, that is a fair price, but someone like Zipley who recently purchased a ROW permit and worked in the ROW for 20,000 feet of work is not equitable. It takes more time to review this permit, inspect, etc. Mathew suggested a linear foot charge on top of the \$50 fee. The committee would like Mathew to look at what other cities charge for residential and commercial ROW permits and report back at the next Public Works & Community Development Committee meeting.

6. Adjourn

The meeting was adjourned at 1:28 p.m.

Ken Ratliff, Chair

Debbie Lee, Clerk

Yes, please see below. I believe master meter also offers installation, but it does seem expensive. Let me know if you want a price on that.

Repeater with Antenna

199-260-04 Standard Repeater (Must Include 992-093-18) \$ 2,569.83

992-093-18 External Antenna (Omni 450-470MHz 5dbi), use with: 199-260-04 and 199-010-01
\$ 751.17

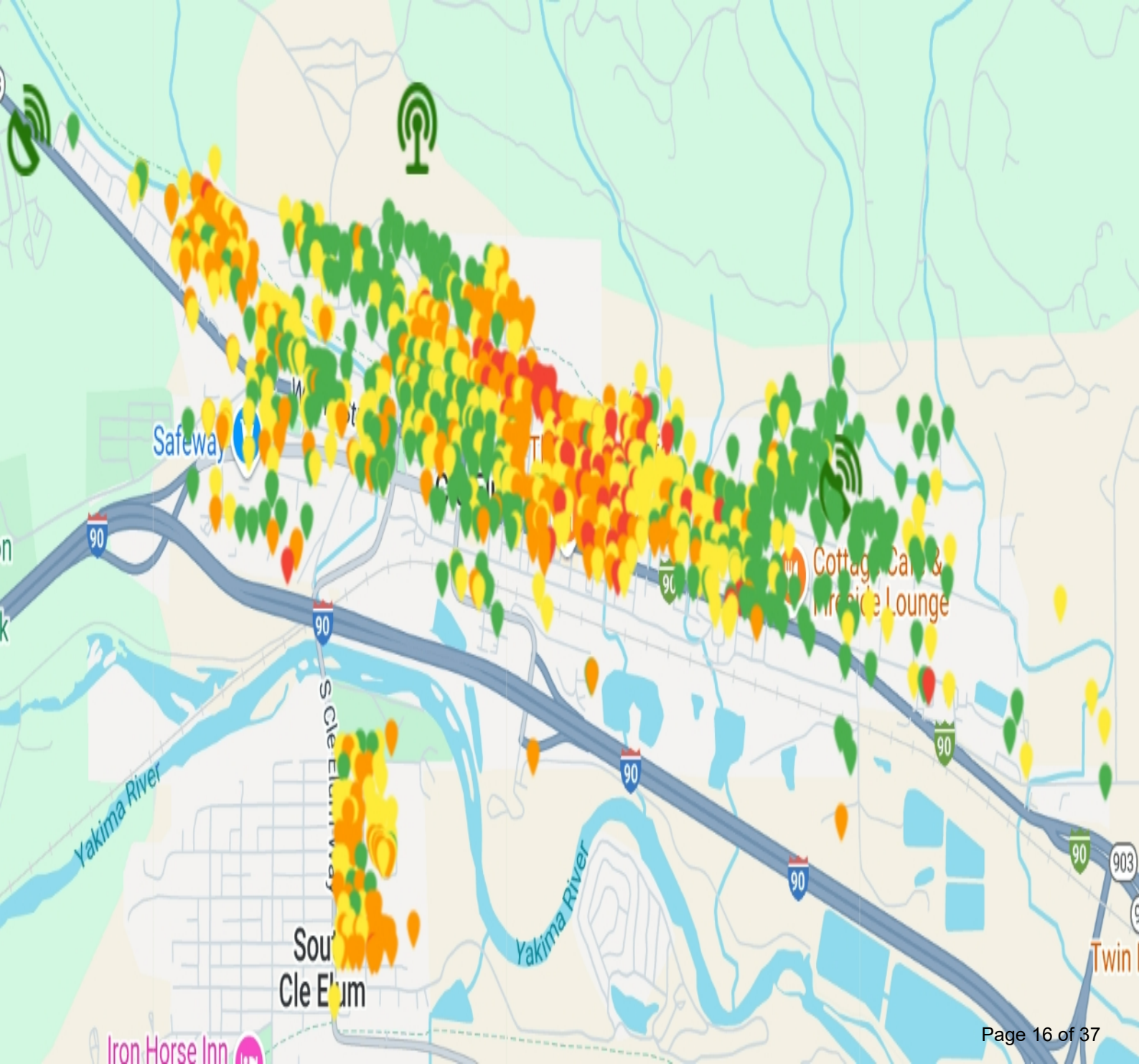
Solar Repeater with Antenna

199-010-01 (new part) Solar Powered Repeater (Must Include 992-093-18) \$ 9,659.14

992-093-18 External Antenna (Omni 450-470MHz 5dbi), use with: 199-260-04 and 199-010-01
\$ 751.17

Extended Warranty (Optional)

RHS-ALL-F-BS-ALCSS Extended Warranty (After First Year) Per Standard or Solar Repeater \$ 436.59



IWORQ SERVICE(S) AGREEMENT

For iWorQ application(s) and service(s)

Cle Elum hereafter known as ("Customer"), enters into THIS SERVICE(S) AGREEMENT ("Agreement") with iWorQ Systems Inc. ("iWorQ") with its principal place of business 1125 West 400 North, Suite 102, Logan, Utah 84321.

1. SOFTWARE AS A SERVICE (SaaS) TERMS OF ACCESS:

iWorQ grants Customer a non-exclusive, non-transferable limited access to use iWorQ service(s), application(s) on iWorQ's authorize website for the fee(s) and terms listed in Appendix A. This agreement will govern all application(s) and service(s) listed in the Appendix A.

2. CUSTOMER RESPONSIBILITY:

Customer acknowledges that they are receiving only a limited subscription to use the application(s), service(s), and related documentation, if any, and shall obtain no titles, ownership nor any rights in or to the application(s), service(s), and related documentation, all of which title and rights shall remain with iWorQ. Customer shall not permit any user to reproduce, copy, or reverse engineer any of the application(s), service(s) and related documentation.

iWorQ is not responsible for the content entered into iWorQ's database or uploaded as a document or image.

3. TRAINING AND IMPLEMENTATION:

Customer agrees to provide the time, resources, and personnel to implement iWorQ's service(s) and application(s). iWorQ will assign a senior account manager and an account management team to implement service(s) and application(s). Typical implementation will take less than 60 days. iWorQ account managers will call twice per week, provide remote training once per week, and send weekly summary emails to the customer implementation team. iWorQ can provide project management and implementation document upon request.

iWorQ will do ONE import of the Customer's data. This import consists of importing data, sent by the Customer, in an electronic relational database format.

Customer must have clear ownership of all forms, letters, inspections, checklists, and data sent to iWorQ.

4. CUSTOMER DATA:

Customer data will be stored on AWS GovCloud. iWorQ will use commercially reasonable efforts to backup, store and manage Customer data. iWorQ does backups twice per week and offsite backups twice per week.

Customer can run reports and export data from iWorQ application(s) at any time.

Customer can pay iWorQ for additional data management service(s), onsite backups, application(s) and other service(s).

Data upload and storage is provided to every Customer. This includes uploading files up to 25MB and 100GB of managed data storage on AWS GovCloud. Additional upload file sizes and managed data storage sizes can be provided based on the application(s) and service(s) listed in Appendix A.

Customer can upload and store images with personal information like driver's license, and more. This Data can be used by the customer to complete the permitting, licensing, or code enforcement processes. Customer understands that the data must be uploaded and stored in the Sensitive Data Upload section of the iWorQ software for access and security purposes.

iWorQ is not responsible: (1) For the content entered into iWorQ's database, (2) For images or documents scanned locally and uploaded by the iWorQ users, (3) For documents or images uploaded by citizens over the web, and (4) For backup data sent to the Customer by iWorQ.

5. CUSTOMER SUPPORT:

Customer support and training are FREE and available Monday-Friday, from 6:00 A.M. to 5:00 P.M. MST, for any authorized user with a login. iWorQ provides unlimited remote Customer training (through webinars), phone support, help files, and documentation. Basic support request is typically handled the same day. iWorQ provides "Service NOT Software".

6. BILLING:

iWorQ will invoice Customer on an annual basis. iWorQ will send invoice by mail and by email to the address(s) listed in Appendix A. Terms of the invoice are net 30 days from the date of the invoice. Any billing changes will require that a new Service(s) Agreement be signed by Customer.

Any additional costs imposed by the Customer including business licenses, fees, or taxes will be added to the Customer's invoice yearly. Support and services fees may increase in subsequent years but will increase no more than 5% per year.

Customer pricing is based on a 3 Year Term and reflects a discounted annual price. Changes to the Term or the Termination Policy (Section 7. Termination:), will affect the annual pricing and could double your annual cost. Customer reserves the right to pay the 3 Year Term upfront to secure discounted annual pricing.

7. TERMINATION:

Prior to the expiration of the initial 3-YEAR TERM (the "Initial Term"), either party may terminate this Agreement, by providing the other party with a Sixty (60) days' written notice prior to the effective date of the expiration. Should Customer terminate any part of the application(s) and or service(s) the remaining balance will immediately become due. Should Customer terminate any part of the application(s) and or service(s) a new Service(s) Agreement will need to be signed. Upon expiration of the Initial Term, this Agreement shall automatically renew for successive one (1) year terms unless either party provide notice of termination or non-renewal no less than sixty (60) days prior to expiration of the then-current term.

Upon termination of this Agreement, iWorQ will discontinue all application(s) and or service(s); iWorQ will provide customer with an electronic copy of all of Customer's data, if requested by the Customer (within 3-5 business days).

During the term of the Agreement, the Customer may request a copy of all of Customer's data, which shall be provided to Customer for a cost of no more than \$2500 per copy. Please note, if Customer is not in compliance with the material terms and conditions of this Agreement, iWorQ will not be required to provide Customer with the data.

8. ACCEPTABLE USE:

Customer represents and warrants that the application(s) and service(s) will only be used for lawful purposes, in a manner allowed by law, and in accordance with reasonable operating rules, and policies, terms, and procedures. iWorQ may restrict access to users upon misuse of application(s) and service(s).

9. MISCELLANEOUS PROVISIONS:

This Agreement will be governed by and construed in accordance with the laws of the State of Utah. Any legal action or proceeding related to this Agreement must be brought and determined in the State of Utah and may not be brought or determined in any other forum or Jurisdiction.

Customer recognizes that iWorQ Systems is a software company located in Utah. Any changes to this section, including changes to the Venue or Forum, will be subject to an increase in their annual pricing.

10. CUSTOMER IMPLEMENTATION INFORMATION:

Primary Implementation Contact _____ Title _____

Office Phone _____ Cell _____ Email _____

Secondary Implementation Contact _____ Title _____

Office Phone _____ Cell _____ Email _____

11. CUSTOMER BILLING INFORMATION:

Billing Contact _____ Title _____

Office Phone _____ Cell _____ Email _____

PO# _____ (if required) Tax Exempt ID # _____

12. ACCEPTANCE:

The effective date of this Agreement is listed below. Authorized representative of Customer and iWorQ have read the Agreement and agree and accept all the terms.

Signature _____

Effective Date: _____

Printed Name _____

Title _____

Office Number _____

Cell Number _____

iWorQ Service(s) Agreement

APPENDIX A

iWorQ Cost Proposal

Cle Elum	Population- <u>3017</u>
119 West 1st Street Cle Elum, WA 98922	Prepared by: Brady Hunsaker

Annual Subscription Fees

<u>Application(s) and Service(s)</u>	<u>Package Price</u>	<u>Billing</u>
Public Works Infrastructure Package Package includes: * Work Management * Sign Management * Pavement Management * Water Management * Sewer Management - Track and manage work by location using OpenStreetMap - Work order scheduling and templates - Track labor, inventory, parts, and material - Track work completed and maintenance history - Set maintenance, inspection, and work order schedules - Track sign location, MUTCD, condition, reflectivity, work orders etc. - Remaining service life (RSL), next treatment, 5-year budget etc. - 3 scheduled reports - iWorQ notifications included - Road layer on OpenStreetMap with color by lookup - Sign layer displayed on OpenStreetMap - Includes 5 capital asset layers on OpenStreetMap (Hydrants, Lines, Valves etc.) - Includes 5 capital asset layers on OpenStreetMap (Lines, Manholes, Pumps etc.) GIS REST Services - iWorQ will be able to publish your agency's ESRI REST Services monthly if the following conditions are met: 1. The Rest Service URL is either a public access URL or the agency will allow iWorQ to be added to the user group of that data. a. User Group must have permission settings set to allow root access to pull the data. 2. The Rest Service data contains the information needed for system functionality and field types match. a. The format of that data must conform to iWorQ Systems Note: If GIS configurations change (FTP location, name format, field changes, etc.) iWorQ will charge a minimum \$500 fee to accommodate new configuration adjustments (subject to additional hourly charges) * Available on any computer, tablet, or mobile device using Chrome browser * OpenStreetMap – Ability to track point and line layers * Quarterly GIS Updates * Configurable dashboard, fields, and reports * Includes Sensitive File Uploads (if needed)	\$5,200.00	Annual

Fleet Management Fleet Management: - Available on any computer, tablet, or mobile device using Chrome Browser - Fuel log tracking and uploads with a CSV or TXT file - Work orders for employee cost, inventory, and purchase order tracking - Manage and maintain a maintenance schedule - Inventory management – having the capability to track and maintain parts you keep on hand - Configurable dashboard, fields, and reports Fleet Request: - Mechanics/Employees have the ability to put in a vehicle maintenance request through the portal. - Web form/Link for mechanics/employees. - Search ability for mechanics/employees for previous maintenance requests. - Ability to create work orders from the vehicle maintenance requests. - Configure reports from maintenance requests.	\$1,750.00	Annual
Citizen Engagement Package includes: *Citizen Engagement - Drive citizen satisfaction, streamline communication and reduce overhead costs. - Allow citizens & employees to submit problems, including photos and locations, links to agency website, and seamlessly access those items in the iWorQ software through the Online Portal.	\$1,000.00	Annual
Facility Management Water Treatment Plant Includes: *Facilities Asset Management *Work Management *Internal Facilities Request -Available on any computer, tablet, or mobile device using Chrome Browser - Track up to 5 asset types -Track assets such as Pumps, Wells, Tanks, etc. -Work orders for employee cost, inventory, and purchase orders -Track inventory, parts, material -Maintenance schedules, work order scheduling, and templates -Inventory management -Configurable dashboard, fields, and reports Facilities Requests -Allow Employees the ability to submit work requests through the Online Portal -Webform/Link for Employees -Ability to create work orders from work request -Configurable dashboard, fields, and reports	\$1,900.00	Annual
Facility Management - WWTP Asset - Available on any computer, tablet, or mobile device - Track assets such as HVAC, plumbing, electrical, elevators, etc. - Track up to 5 asset types - Maintenance schedules, inspections, and templates - Configurable dashboard, fields, and reports	\$1,900.00	Annual
Subscription Fee Total (This amount will be invoiced each year)	\$11,750.00	

One-Time Setup, GIS integration, and Data Conversion Fees

<u>Service(s)</u>	<u>Full Price Cost</u>	<u>Package Price</u>	<u>Billing</u>
One-Time Setup Total (This amount will be added year 1)	\$4,820.00	\$500.00	Year One

NOTES SERVICE(S) DESCRIPTION

- I. Invoice for the (Annual Subscription Fee Total + One-Time Total) will be sent out 2 weeks after signature and Effective Date
- II. This subscription Fee and Agreement have been provided at the Customer's request and is valid for 25 days
- III. This cost proposal cannot be disclosed or used to compete with other companies.
- IV. This agreement combines existing services totaling \$4,950 with proposed added services totaling \$7,800 (\$3,000 for the public works package upgrade which includes water management and sewer management, then \$1,900 for WWTP and WTP modules respectively) totaling \$11,750. Added services may be prorated.

**CITY OF CLE ELUM
WASHINGTON**

RESOLUTION NO. 2023-024

**A RESOLUTION OF THE CITY OF CLE ELUM,
WASHINGTON, AUTHORIZING THE MAYOR TO SIGN
AN EXTENSION TO THE PARK USE AGREEMENT
DATED NOVEMBER 25, 2003, BETWEEN THE CITY AND
UPPER KITTITAS COUNTY YOUTH BASEBALL
ASSOCIATION.**

WHEREAS the City of Cle Elum and the Upper Kittitas County Youth Baseball Association ("UKCYBA") entered into a Park Use Agreement on November 25, 2003; and

WHEREAS such agreement is set to expire on November 25, 2023.

WHEREAS the City wishes to extend the existing contract for one year to allow the parties to renegotiate certain terms that are outdated or add certain terms; and

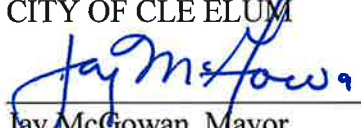
WHEREAS the City and UKCYBA have had a longstanding and mutually beneficial relationship for the term of the existing contract.

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

Section 1. Authorization. The Mayor is hereby authorized to sign an extension of the UKCYBA Park Use Agreement for one year while the parties establish a new and updated agreement.

PASSED BY THE CLE ELUM CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 13th DAY OF November 2023.

CITY OF CLE ELUM


Jay McGowan, Mayor

ATTEST/AUTHENTICATED:


Debbie Lee, City Clerk

Approved as to form:

Alexandra L. Kenyon, City Attorney

Filed with the City Clerk: **11-13-23**

Passed by the City Council: **11-13-23**

Resolution No.: **2023-024**

Date Posted: **11-16-23**

RESOLUTION: 2007-12

A RESOLUTION of the City Council of the City of Cle Elum authorizing camping within the city limits for a youth baseball tournament.

WHEREAS, The City of Cle Elum owns Memorial Park, a park that is approximately 25 acres in area with 4 acres in use as ballfields for the Upper Kittitas County Youth Baseball Association (UKCYBA). The park is located between Grant Street and the Yakima River and east of South Cle Elum Way; and

WHEREAS, The UKCYBA has a long tradition of positively serving children in Cle Elum by providing recreational opportunities through youth baseball and softball activities; and

WHEREAS, The City Council has supported the UKCYBA since September 15, 2000 by entering into a formal park use agreement with the association; and

WHEREAS, The UKCYBA wishes to hold a baseball tournament and invite teams from out of the area and the Association anticipates that besides staying in local hotels, that some families will want to bring RV's and camp within the City; NOW THEREFORE

BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF CLE ELUM, WASHINGTON, AS FOLLOWS:

Per CEMC 8.44.010 the City Council of the City of Cle Elum does hereby authorize camping at Memorial Park in the area between the ball fields and the Firemen's Park for the baseball tournament only, from July 27, 2007 through July 29, 2007.

Furthermore, the UKCYBA shall abide by all other requirements of the Park Use Agreement and if necessary shall provide additional sanitation services for those camping in the park.

Passed by the City Council and approved by the Mayor this 12th day of June 2007.


Mayor Charles J. Glondo

APPROVED AS TO FORM ONLY:


Philip A. Lamb, City Attorney

ATTEST:

Toni Fields, City Clerk

PARK USE AGREEMENT BETWEEN

CITY OF CLE ELUM AND UPPER KITTITAS COUNTY YOUTH BASEBALL ASSOCIATION

An agreement between the City of Cle Elum, a Washington municipal corporation of the second class and the Upper Kittitas County Youth Baseball Association, a non-profit organization and an affiliate of Babe Ruth Baseball, also a non-profit organization, for the use of an area of land in Memorial Park also known as Memorial Park East Complex so the Upper Kittitas County Youth Baseball Association can carry out its baseball/softball program for the youth in the community.

ARTICLE I - BACKGROUND

1. The City of Cle Elum (the City) owns Memorial Park, a park approximately 25 acres in area with 4 acres in use as ball fields, located between Grant Street and the Yakima River, and east of South Cle Elum Way. In addition to providing for general community park uses and areas for adult sports activities, the park also provides the home baseball/softball fields (Ball Fields) for the Upper Kittitas County Youth Baseball Association (UKCYBA).
2. UKCYBA has a long tradition of positively serving children in Cle Elum by providing recreational opportunities through youth baseball and softball activities. These activities are provided entirely by volunteers including coaches, managers, umpires, league officers, and concession operators. Except for normal park maintenance services, there is little cost to the City in providing these recreational activities to the community.
3. The City has had a long standing informal agreement with UKCYBA to provide Ball Fields at Memorial Park for the youth baseball/softball program. Based on this informal agreement, UKCYBA has constructed fencing, backstops, irrigation systems, field leveling, and turf improvements, and has shared with the City in maintenance costs and activities. The general public has enjoyed use of these Ball Fields when they have not been in use for UKCYBA programs.
4. The City and UKCYBA have now determined that it is in their mutual best interests to formalize their relationship in regard to the use and maintenance of Memorial Park through the preparation and execution of a written use agreement.

ARTICLE II - PURPOSE OF AGREEMENT

The purpose of this Agreement is to:

1. Provide the terms and conditions under which UKCYBA can continue to use the Ball Fields for practice, league activities and tournament play.
2. Define operational and maintenance responsibilities.

3. Identify responsibility for costs.
4. Identify a process to provide for improvements and upgrades.

ARTICLE III - DURATION OF AGREEMENT

1. This Agreement shall extend for a term of twenty (20) years from the date the Agreement is executed by the Parties and shall allow for two (2) ten (10) year extensions with the approval of both Parties.

ARTICLE IV - EFFECTIVE DATE OF AGREEMENT

1. This Agreement shall become effective on the date first appearing below.

ARTICLE V - PERMITTED USES

UKCYBA use of the Ball Fields is allowed under the following conditions:

1. The Ball Fields shall be used and occupied by UKCYBA only for the purpose of Babe Ruth sanctioned youth baseball and softball activities for children between the ages of five (5) and twelve (12). UKCYBA shall not use or permit the Ball Fields to be used for any other purpose without the prior written approval of the Cle Elum City Administrator. UKCYBA is authorized to establish and collect reasonable fees from league and tournament teams to offset their maintenance costs.
2. In April of each year, UKCYBA will provide the number of teams and participants in its league, along with the planned schedule of play, to the City Administrator. The City Administrator retains the right to make adjustments in field use based upon those numbers, in order to facilitate Ball Field watering and maintenance.

ARTICLE VI - PERIOD OF USE

1. Use of the Ball Fields is limited to the scheduled Spring and early Summer practice and league season and reasonable additional times for tournament play. All UKCYBA uses must be concluded by July 31 and any UKCYBA use beyond that date must be requested and approved in writing by the City Administrator. Approval of such requests will not be unreasonably withheld. UKCYBA shall not be responsible for maintenance and repair of the Ball Fields following the conclusion of the Period of Use.

ARTICLE VII - USE BY OTHERS

1. The City shall retain the right to allow and approve Ball Field use by others during those times when UKCYBA is not scheduled to use the Ball Fields as

noted above, provided the Ball Fields are returned to UKCYBA in good, playable condition. A special use agreement, including insurance and hold harmless provisions, will be required for such use by others.

ARTICLE VIII - PROPERTY

1. UKCYBA shall retain ownership of the following: backstops, field fencing, bleachers, scoreboards, and dugouts, as well as subsequently installed facilities, including the proposed restroom/concession building. These facilities shall remain in UKCYBA ownership until the expiration or termination of this Agreement. At the termination or expiration of this Agreement UKCYBA shall have ninety (90) days to notify the City of its intent to remove its property. UKCYBA shall have one (1) year following the expiration or termination of this Agreement to remove its property, as provided for in Section XVII.2. Property not removed shall become the property of the City.
2. Installation of new or expanded irrigation systems and equipment shall be done by UKCYBA, however, once the installation has been completed and accepted by the City, the irrigation improvements will become the property of the City, and will be maintained by the City.

ARTICLE IX - IMPROVEMENTS

1. Ball Field improvements, proposed by UKCYBA for installation or modification after the date of this Agreement, must be requested and approved by the City Administrator. No improvements will be installed or provided by UKCYBA without the written permission of the City Administrator. This permission will be granted provided it can be shown the improvement will provide a benefit to league participants or spectators and will not detract from the appearance and function of the park.
2. UKCYBA shall obtain any and all local, state or federal permits associated with Ball Field improvements prior to installation.
3. UKCYBA shall assume the costs of maintaining new improvements unless otherwise agreed, in writing, by the City Administrator. Should an improvement be made without the permission of the City, the City has the right to direct UKCYBA to remove the improvement within thirty (30) days at UKCYBA cost. If the improvement is not removed within 30 days, the City may remove the improvement and bill UKCYBA for all related costs and will be entitled to full payment for those removal costs.

4. ARTICLE X - MAINTENANCE

1. Maintenance by UKCYBA:
 - a) UKCYBA shall maintain all dirt cut out surfaces in such a manner as to

- b) Irrigation: Turf areas will be irrigated as needed to maintain viable grass by the City. Unless previously agreed to by the City, access to the irrigation controller shall be controlled by the City. The City will maintain the irrigation system as required, including the replacement of worn out or malfunctioning sprinkler heads.
 - c) Turf care: All turf areas will be aerated, fertilized, and overseeded as needed and as budget permits, by the City.
 - d) Toilets: Until permanent restroom facilities are constructed, the City will provide sanican facilities as needed at the Ball Fields. After permanent restrooms are constructed, the City will assume restroom maintenance responsibilities following the conclusion of the UKCYBA period of use. The City may opt to provide sanicans after permanent restrooms have been constructed, to enable the restrooms to be locked up when organized activities are not occurring at the park. The City will also purchase and provide all needed restroom supplies for the entire season of use.
 - e) Parking lot: The graveled parking lot will be graded each year, prior to the start of League play.
 - f) Garbage removal: The City shall be responsible for emptying of garbage containers at the Ball Fields as needed.
 - g) Spraying and weeding: The City shall spray for pests and weed the Ball Fields as needed and as allowed by budget.
 - h) Winterization: The City shall winterize the irrigation and concession/restroom facilities.
3. Maintenance by UKCYBA to a higher standard than identified in Article X(2) will be authorized, provided that UKCYBA assumes all related costs resulting from the higher standard and complies with any present or future federal, state, or City laws and policies with regard to pesticide/herbicide use, chemical applications, and energy and water consumption.

ARTICLE XI - RESPONSIBILITY FOR COSTS

- 1. UKCYBA will assume the costs for the maintenance and operational services as noted in Article X(2) and (3) above, including the costs of electricity related to UKCYBA uses; the costs of approved improvements determined to solely serve UKCYBA needs; and the capital repairs to those facilities noted in Article VIII Property.
- 2. The City will assume the costs for services noted in Article X Maintenance, Paragraph 2; the costs of repairing or replacing facilities owned by the City, unless damaged by UKCYBA; and the costs of improvements determined to solely meet the general community's interests.
- 3. The City and UKCYBA will share in the costs of improvements that are determined to have a shared benefit between UKCYBA participants and the general community. The amount of the shared cost will be negotiated, based on the benefit.

keep the Ball Fields in a safe, playable condition. This maintenance shall include, but not be limited to, weeding, grass removal, raking, grading, removal of rocks, placement of chalk lines, control of mud, and replacement of unsuitable dirt.

- b) UKCYBA shall make all improvements related to extension or enhancement of the irrigation system. After extensions or enhancements to the irrigation system have been installed and accepted by the City, they shall be thereafter owned and maintained by the City.
- c) UKCYBA shall provide regular maintenance of flush toilet restroom facilities, at such time as they are constructed and made available for public use, during the period of use as specified in Article VI above.
- d) UKCYBA shall manage and maintain the concession facilities, at such time as they are constructed.
- e) UKCYBA shall provide litter control to the Ball Field area daily or as needed during the practice, league play and tournament season, and shall keep the area free of litter. If the City determines litter control is not being done effectively, the City will notify UKCYBA. If the problem is not promptly dealt with, the City will provide the service and bill UKCYBA for the cost of the service, and UKCYBAA will pay all costs related to this service.
- f) UKCYBA shall pay the electric bill for all power requirements of the restroom/concession building and Ball Field lighting, if and when such improvements are installed, during the period of use as defined in Article VI.
- g) If the City determines there are maintenance needs in addition to those identified in March of each year, the City Administrator will inform the UKCYBA president in writing of the needs. Response times to correct these needs shall be as follows:
 - ◆ Needs that do not present a safety concern - 30 days
 - ◆ Needs that present a minimal or remote liability/safety concern - sign and isolate the public from the area within 24 hours and correct within 7 days
 - ◆ Needs that present a significant liability/safety concern - sign and isolate the public from the area immediately and correct within 24 hours.
 - ◆ Graffiti shall be painted out within 48 hours (weather permitting) of notification
- h) If UKCYBA does not correct any maintenance/vandalism needs within the time allowed, the City will have them corrected and will bill UKCYBA for the cost of the repairs and the City will be entitled to full payment for those repairs.

2. Maintenance by the City:

- a) Mowing: Irrigated turf areas will be mowed once per week or as needed between the months of April through September.

ARTICLE XII - PARKING AND TRAFFIC CONTROL

1. During league and tournament season, UKCYBA will assign as many members of their organization as necessary to manage and control parking, and to keep fire lanes and access for emergency vehicles clear.

ARTICLE XIII - RULES, LAWS, AND ORDINANCES

1. UKCYBA agrees to abide by and uphold the policies and ordinances of the City of Cle Elum and the laws and regulations of the State of Washington, including those which regulate the operation of food and beverage serving facilities.

ARTICLE XIV - RIGHT TO ENTER

1. The City shall have the right to enter UKCYBA facilities for any reasonable purpose to include, but not limited to, safety inspections and ensuring code compliance.

ARTICLE XV - EXTENSIONS

1. Prior to expiration of this Agreement, UKCYBA may apply to the City for two (2) ten (10) year extensions. These extensions will be granted only upon the written consent of the Parties, which extension agreements must be executed prior to the expiration of the previous period.

ARTICLE XVI - TERMINATION

1. This Agreement may be terminated by either of the Parties following the giving of one (1) year's written notice of the Party's intent to terminate.
2. After the termination of this Agreement, for any reason, UKCYBA may apply to the City within one (1) year of said termination date to remove any permanent structure(s) which had been built solely with UKCYBA funds. UKCYBA may within said year remove all furnishings from said structures. Any such removal as is authorized by the City shall be accomplished without damage to City property and UKCYBA shall bear all expenses in removing them including expenses associated with restoring the Ball Fields to their original condition, as nearly as can be.
3. Upon termination, for any reason, any property in the possession of the other Party, which was provided by the City or UKCYBA, shall be returned to said Party.

4. Failure to fulfill the terms, conditions, and obligations of this Agreement by either Party may be determined to constitute a breach of the Agreement, giving rise to termination of the Agreement.

ARTICLE XVII - SCHEDULED MEETINGS

1. By April 1 of each year, the UKCYBA President shall schedule and meet with the City Administrator for purposes of reviewing and planning; identification of UKCYBA numbers of participants; maintenance needs; planned improvements; concerns expressed by abutting neighborhoods; and policies and practices to be followed.

ARTICLE XVIII - NON-DISCRIMINATION

1. UKCYBA agrees to comply with all local, state, federal, and all other applicable laws against discrimination.

ARTICLE XIX - LIABILITY

1. UKCYBA shall secure and maintain commercial general liability insurance for the entire term of this agreement to cover all UKCYBA uses of the Ball Fields and related uses. Said insurance shall be in the amount of not less than \$1 million per occurrence. The City shall be named additional insured for said policy or policies, and a certificate of insurance so naming the City, along with a copy of the policy binder, shall be provided to the City within fifteen (15) days of the effective date of the policy.
2. The City shall be provided with at least 30 days notice in the event of cancellation of UKCYBA's liability insurance coverage.
3. Each time this Agreement is extended, the City reserves the right to review and adjust the minimum amount of insurance coverage required of UKCYBA.

ARTICLE XX - INTERPRETATION

1. This Agreement has been and shall be construed as having been made and delivered in the State of Washington, and it is mutually agreed and understood by both Parties that this Agreement shall be governed by the laws of the State of Washington. Venue shall be Kittitas County, Washington.
2. In the event that a dispute requires interpretation or enforcement of this Agreement, the prevailing party shall be entitled to receive payment for attorney's fees.

ARTICLE XXI - AMENDMENTS/MODIFICATION

1. The provisions of this Agreement may be amended only upon the mutual consent
2. of the Parties. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing and formally approved and executed by the duly authorized agents of both Parties.

ARTICLE XXII - INDEMNIFICATION

1. UKCYBA and the City shall indemnify and hold harmless the other Party, its officers, agents, and employees from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any action or omissions by the other Party, its officers, agents, and employees, in performing its obligations under this Agreement .
2. In the event that any suit based upon such a claim, action, loss, or damages, resulting from the actions of UKCYBA, is brought against the City, UKCYBA shall defend the same at its sole cost and expense; provided, that the City retains the right to participate in said suit if any principle of governmental or public law is involved; and a final judgement is rendered against the City, its officers, agents, and employees or jointly against the City and UKCYBA and their respective officers, agents, and employees, UKCYBA shall satisfy the same, except in those cases which are solely due to City negligence.
3. In the event that any suit based upon such a claim, action, loss, or damages, resulting from the actions of the City, is brought against UKCYBA, the City shall defend the same at its sole cost and expense; provided that UKCYBA retains the right to participate in said suit if any principle of governmental or public law is involved; and a final judgement is rendered against UKCYBA, its officers, agents and employees or jointly against UKCYBA and their respective officers, agents, and employees, the City shall satisfy the same.

ARTICLE XXIII - ENTIRE AGREEMENT

This Agreement contains all of the agreements of the Parties with respect to the subject matter covered or mentioned therein, and no prior Agreement shall be effective to the contrary.

ARTICLE XXIV- RATIFICATION

1. Acts taken in conformity with this Agreement prior to their effective date(s) are hereby ratified and affirmed.

ARTICLE XXV - SEVERABILITY

1. If any section or part of this Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this Agreement.

IN WITNESS THEREOF, The City and UKCYBA have caused this Agreement to be executed in their respective names by their duly authorized officers and have caused this Agreement to be dated as of the 25 day of November, 2008

CITY OF CLE ELUM

By: Jay M. Howen
~~Gary Berndt, Mayor~~ Pro Tem

Attest: Toni Fields
Toni Fields, City Clerk

Approved as to form:

Erin Anderson
Erin Anderson, City Attorney

UPPER KITTITAS COUNTY YOUTH
BASEBALL ASSOCIATION

By: Gary Fudacz
Gary Fudacz, President of the Board

By: Bill Couey
Bill Couey, First Vice President

By: Greg Maras
Greg Maras, Second Vice President

By: Larry Spear
Larry Spear, Fire Department Rep.

Attest:

Brandy Bogart
Brandy Bogart, Secretary