

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
COLLEDA MONICK

**City Council
Agenda
March 11, 2025
6:00 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. March 11, 2025, Sign-In Sheet

2. Executive Session RCW 42.30.110(i) Potential Litigation

- 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

- a. Kris Sullivan - Smoke Complaint 2025

4. Announcements, Appointments, Awards & Recognition

5. Approval of Meeting Agenda

6. 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. City Council Special Meeting/Executive Session Meeting Minutes Dated February 25, 2025
b. City Council Committee of the Whole Meeting Minutes Dated February 25, 2025

City Council Agenda

March 11, 2025

119 W FIRST STREET
CLE ELUM, WA 98922

- c. City Council Meeting Minutes Dated February 25, 2025
 - d. Payroll Vouchers Dated March 5, 2025 \$348,577.18
 - e. Payables Dated March 11, 2025 \$374,503.82
 - f. Engagement of VAN NESS FELDMAN, LLP to Provide Legal Services
7. **Department Head Reports**
City Administrator, Planner, Public Works, Police Chief, Fire Chief, Water/Wastewater Manager
- a. City Administrator - Rob Omans
2025 February Budget Position - FYI
 - b. Planner - Colleda Monick
 - c. Public Works Director - Mathew Bailey
 - d. Police Chief - Rich Albo
 - e. Fire Chief - Ed Mills
 - f. Water/Wastewater Manager - William LaRue
8. **Public Appearances – 15-Minute Limit**
- a. Work Plan/Public Engagement - Comp Plan - Joseph Calhoun HLA
9. **Business Requiring Public Hearings**
10. **Unfinished Business**
- a. Consideration for Consolidation - FYI
11. **New Business**
- a. Certified Acceptance (CA) Agreements for Federally Funded Projects with Kittitas County - Mathew Bailey, Public Works Director
Stafford Ave Sidewalk & SR 903 Speed Camera
Park Street Pedestrian Corridor Feasibility Study
First Street & Oakes Avenue Resurfacing
Signalization Intersection Safety Improvements at W. First Street & Hartwig Blvd.
 - b. Historical Research Associates - Scope of Work: Bullfrog Flats - Phase 1 Monitoring and Inadvertent Discovery Plan - Colleda Monick - Planner
12. **Report of Committees**
13. **Councilmember Comments - Limited to 5 Minutes**
14. **Mayor's Report**
15. **Adjourn**

Upcoming Meetings:

Regular Council Meeting: March 25, 2025 @ 6:00 p.m.

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

City Council Agenda

March 11, 2025

119 W FIRST STREET
CLE ELUM, WA 98922

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

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

Public Safety & Health Committee Meeting: March 19, 2025 @ 1:00 p.m.

Public Works & Community Development Committee Meeting: April 16, 2025 @ 12:00 p.m.

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

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

City of Cle Elum Council Meeting

March 11, 2025, 6:00 p.m.

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

Please sign in:

Name	Address	PLEASE PROVIDE EMAIL ADDRESS IF YOU WANT COUNCIL'S RECOMMENDATION MAILED TO YOU
Bria Tak	311 Washington	
Kris Sullivan	310 Grant Cle Elum	
Nora Kentwell	239 Sagebrook	

EXECUTIVE SESSION SCRIPT

Date: March 11, 2025 Starting Time: 6:05 p.m.

"The city council will now meet in executive session for a period of 30 minutes 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: per RCW 42.30.110(i)."

(Identify the RCW that applies)

"The council is not expected to take final action following the executive session."

If an extension is required, the mayor/presiding officer emerges from the room in which the session is being held and makes the following announcement:

(Time: 6:05 a.m. / (p.m.))

"The council is extending the executive session for a period of _____ minutes, until _____ a.m. / p.m."

(Ending Time: 6:35 a.m. / p.m.)

Note: The city council may hold executive sessions from which the public may be excluded, for those purposes set forth in [RCW 42.30.110](#). Before convening an executive session, the mayor/presiding officer must announce the purpose of the session and the anticipated time when the session will be concluded. Should the session require more time, a public announcement shall be made that the session is being extended.

Give this form to the city clerk upon completion.

8.12.010 Designated.

The following acts and things are declared to be nuisances in the city:

A. Debris, rubbish, materials or other items resulting or accumulating from the alteration, construction, repair or demolition of any building or structure, being or remaining in public view in an unsightly or disorderly condition for any period exceeding thirty days;

B. Old, dilapidated or caved-in buildings or structures, junk, or other things which are allowed to remain upon or are placed or maintained on any property or premises where they are open to public view and are unsightly to such extent that they are unreasonably disagreeable and offensive to the view of the ordinary and reasonable public and detract from the appearance of the locality, taking into consideration the location of the premises and all the circumstances of each particular case;

C. Any thing or condition built, placed, maintained or allowed to remain on any premises and which, in the opinion of the chief of the fire department or of his assistant chief in charge in his absence, constitutes an undue fire hazard and which is maintained or allowed to remain on such premises beyond a reasonable time after either oral or written notice from the fire chief or his assistant chief or any city police officer of the existence of the fire hazard is given to the owner, occupant, or person in charge of premises, the notice to specify the reasonable time for removal of the fire hazard;

D. Any condition which causes to be freed or released any offensive or annoying odor, smoke, stench or smell which annoys, injures or endangers the safety, health, comfort or repose of any considerable number of persons;

E. Any loud or irritating noises caused or made at unreasonable times and places, the question of reasonableness to be determined in view of all the circumstances;

F. Interference with the use of or anything obstructing all or any part of any street, alley, avenue, commons, public highway, private way or the entrance to any public building, structure or property. Also, erecting or placing or causing to be erected or placed thereon any obstruction, structure, refuse, snow, water or other impediment or thing which interferes with the use of or obstructs or impedes such places;

G. Any business for which a city license is required or city tax is to be paid, which is operated without obtaining such license or paying such tax;

H. Any act or the failure to perform any duty, which act or omission (1) annoys, injures, or endangers the safety, health, comfort or repose of any considerable number of persons; or (2) offends public decency; or (3) unlawfully interferes with, befoils, obstructs, or tends to obstruct, or renders dangerous for passage any public park, square, street, alley, highway or public place; or (4) in any way renders a considerable number of persons insecure in life or the use of property;

I. Any place wherein and any act whereby any gambling, swindling game or device, bookmaking, pool selling, or bucket shop, or any agency therefor, is conducted, or any article, apparatus, or device useful therefor is kept;

J. A house of prostitution or any act of prostitution;

HTML has links - PDF has Authentication

PDF WAC 173-433-130

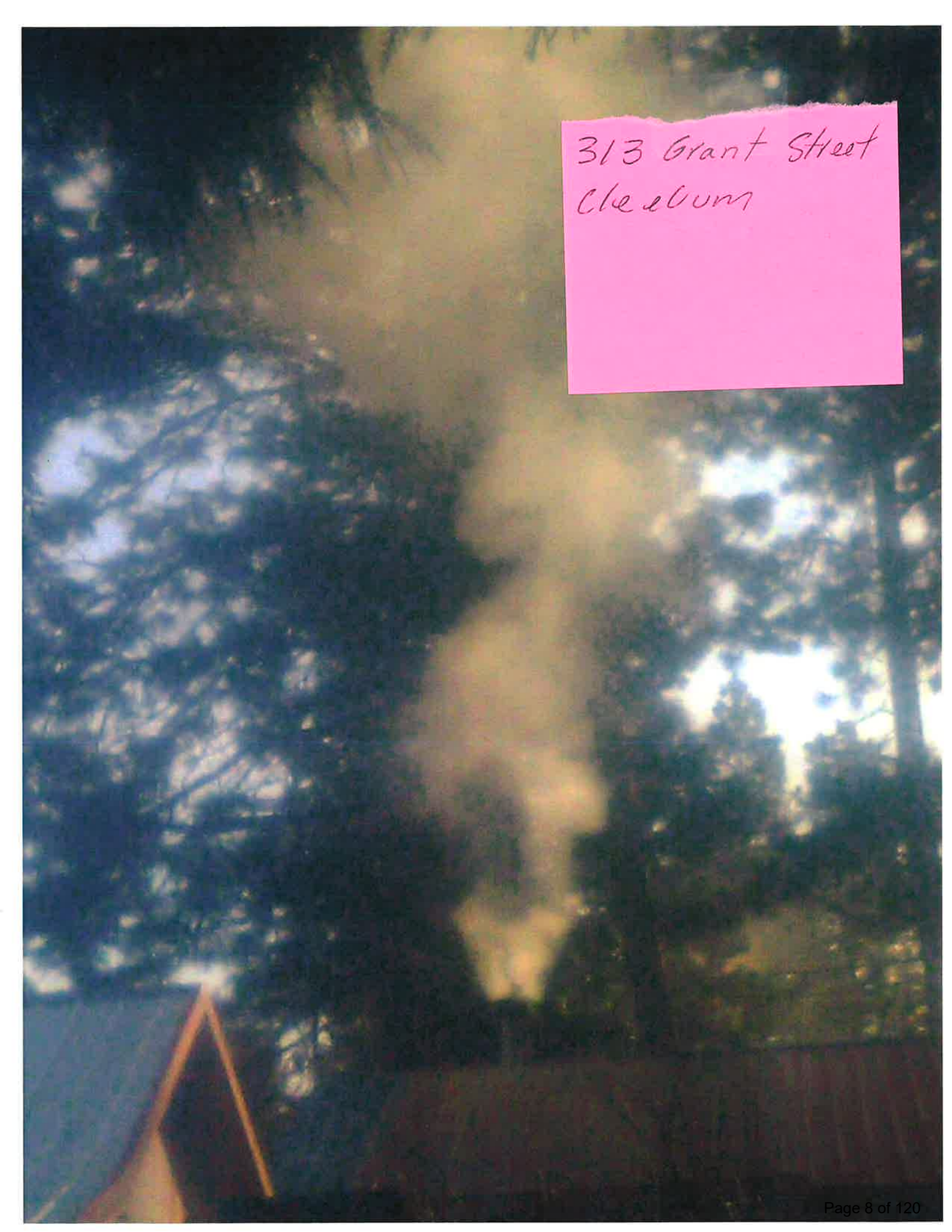
General emission standards.

In addition to the general applicability of chapter **173-400** WAC to all emission sources;

(1) Emissions detrimental to persons or property. No person shall cause or permit the emission of any air contaminant from an identifiable solid fuel burning device, including any air contaminant whose emission is not otherwise prohibited by this chapter, if the air contaminant emission causes detriment to the health, safety, or welfare of a person, plant or animal, or causes damage to property or business.

(2) Odors. Any person who shall cause or allow the generation of any odor from any solid fuel burning device which may interfere with any other property owner's use or enjoyment of his property must use recognized good practice and procedures to reduce these odors to a reasonable minimum.

[Statutory Authority: Chapter **70.94** RCW. WSR 91-07-066 (Order 90-58), § 173-433-130, filed 3/20/91, effective 4/20/91. Statutory Authority: RCW **70.94.331**. WSR 90-19-062 (Order 90-10), § 173-433-130, filed 9/17/90, effective 10/18/90. Statutory Authority: Chapters **70.94** and **43.21A** RCW. WSR 89-02-054 (Order 88-38), § 173-433-130, filed 1/3/89.]



313 Grant Street
Cle Elum



315 Grant Street
Chester

CLE ELUM SPECIAL MEETING
MINUTES
FEBRUARY 25, 2025
5:00 PM
119 W FIRST STREET
CLE ELUM, WA 98922

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

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

Matthew Lundh - Mayor
Rob Omans - City Administrator
Debbie Lee - Clerk

MOTION: Councilmember Cook made a motion to approve the absence of Councilmember Williams; seconded by Councilmember Weis.

MOTION CARRIED: 6 yes 0 no.

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.

The Council went into Executive Session at 5:02 p.m. for 28 minutes.

The Council returned at 5:30 and the meeting was adjourned with no decisions being made.

3. Adjourn

Meeting adjourned at 5:30 p.m.

Matthew Lundh, Mayor

Debbie Lee, Clerk

CLE ELUM COMMITTEE OF THE WHOLE
MINUTES
FEBRUARY 25, 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 - Councilmember present
Ken Ratliff - Councilmember present
Beth Williams - Councilmember absent
Steven Harper - Councilmember present
Jerred Weis - Councilmember present
Steven Cook - Councilmember present
Audrey Malek - Councilmember present

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

MOTION: Councilmember Weis made a motion to approve the absence of Councilmember Williams; seconded by Councilmember Cook.

MOTION CARRIED: 6 yes 0 no.

2. New Business

a. [Quarter 1-4 2024 Final Budget Report - Finance Director, Robin Newcomb](#)

See attached report.

Robin Newcomb gave the year-end report and there were not any questions from the Council members.

3. Other Committee Comments

4. Adjourn

The meeting adjourned at 5:49 p.m.

Matthew Lundh, Mayor

Debbie Lee, Clerk

DRAFT

**CLE ELUM CITY COUNCIL
MINUTES
FEBRUARY 25, 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 - Councilmember present
Ken Ratliff - Councilmember present
Beth Williams - Councilmember present at 6:42 p.m.
Steven Harper - Councilmember present
Jerred Weis - Councilmember present
Steven Cook - Councilmember present
Audrey Malek - Councilmember present

Matthew Lundh - Mayor
Rob Omans - City Administrator
Debbie Lee - Clerk
Rich Albo - Chief of Police
Mathew Bailey - Public Works Director

MOTION: Councilmember Weis made a motion to approve the absence of Councilmember Williams; seconded by Councilmember Cook.

MOTION CARRIED: 6 yes 0 no.

a. February 25, 2025, Sign-In Sheet

2. Public Comment – Limited to 5 Minutes

Brian Tate discussed getting his HOPE card and a new T-shirt. He does not want to fade into obscurity and wants the city to follow its Municipal Code.

Rhonda Holden - Supports the Whole Health Pharmacy drive-through.

3. Announcements, Appointments, Awards & Recognition

a. Appoint Kathleen Sullivan to the Library Board of Trustees - Mayor Lundh

Mayor Lundh asked the council to confirm the appointment of Kathleen Sullivan to the Library Board of Trustees.

MOTION: Councilmember Cook made a motion to approve the appointment of Kathleen Sullivan to the Library Board of Trustees; seconded by Councilmember Malek.

City Council Agenda

February 25, 2025

119 W FIRST STREET
CLE ELUM, WA 98922

MOTION CARRIED: 6 yes 0 no.

Mayor Lundh made an announcement that the Council of Governments (COG) passed Resolution 2025-001 in support of the City of Cle Elum, regarding the financial situation that the city is currently facing.

4. Approval of Meeting Agenda

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

MOTION CARRIED: 6 yes 0 no.

5. Consent Agenda

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

MOTION CARRIED: 6 yes 0 no.

a. [City Council Meeting Minutes Dated February 11, 2025](#)

b. [Payables Dated February 25, 2025 \\$273,938.15](#)

6. Department Head Reports

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

See attached reports.

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

Mathew reported:

- Public Works is currently doing some in-house training for CDL's and Water Distribution Manager certifications.
- They are also working on Personal Protective Equipment training.
- Working on having a continually up-to-date inventory that uses the work order system to keep track of parts, pipes, couplings, etc.
- The crew is working on the spring cleanup of the pipe bone yard and the storm water section.
- The First Street bathrooms have been vandalized again after only 9 days of being open. It will take some time to order parts and make the necessary repairs.
- Since the weather has changed, there have been some small water leaks that have

City Council Agenda

February 25, 2025

119 W FIRST STREET
CLE ELUM, WA 98922

appeared. The crew will start to work on these repairs.

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

See attached report.

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

a. [Handle With Care - Dr. Eliann \(Eli\) Carr, Crime Intelligence Analyst](#)

See attached presentation.

b. [UKC Senior Center Year in Review - Lori Nevin](#)

See attached presentation.

Lori reported that they now have 410 members.

c. [Upper Kittitas County Community Recreation Center Annual Report - FYI](#)

d. [Cle Elum Downtown Association - Jordan Peterson](#)

See attached report.

The interns are working with Kylie Thompson.

[Main Street B & O Credit - Mayor Lundh](#)

8. **Business Requiring Public Hearings**

9. **Unfinished Business**

a. [Fire Department Consolidation Discussion - Mayor Lundh](#)

Discussion was had regarding the consolidation process. Citizens could see a reduction in fire insurance, a more efficient department without redundancies. They discussed possibly having a Regional Fire Authority. A Regional Fire Authority would have representatives from each city, so all cities are represented fairly. The council has heard some positive feedback and the local departments have talked about this for a long time.

City Council Agenda

February 25, 2025

119 W FIRST STREET
CLE ELUM, WA 98922

The council also discussed the acoustics at the Senior Center, because it's difficult to hear online during meetings. Lori from the Senior Center stated she had applied for a grant and received quite a large grant to help purchase acoustic tiles for the rooms that are used for meetings. This should be completed by May.

10. New Business

a. Resolution 2025-005 Surplus City Hall/Public Works - City Administrator, Rob Omans

City Administrator Omans recommends the council approve this surplus resolution. There was an iPad that was lost, and the city went through all the proper procedures to record the loss. A police report was filed.

MOTION: Councilmember Cook made a motion to approve Resolution 2025-005 Surplus Public Works and City Hall; seconded by Councilmember Harper.

MOTION CARRIED: 7 yes 0 no.

b. Cleaning Service Agreement - City Administrator, Rob Omans

MOTION: Councilmember Ratliff made a motion to approve the Cleaning Service Contract with Heather Trokey; seconded by Councilmember Harper.

MOTION CARRIED: 7 yes 0 no.

11. Report of Committees

a. Lodging Tax & Events Committee - Steven Cook, Chair

2025 Lodging Tax Application - Mountains to Sound Greenway Trust - Coal Mines Trail Interpretive Wayside Project

Steven Cook, Chair of the Lodging Tax & Events Committee, informed the Council that they recommend approval of this request. Mountains to Sound Greenway Trust is asking for \$6,700, to help purchase interpretive signs. This is a small amount as they have already got the majority of the project funded.

MOTION: Councilmember Harper made a motion to approve Mountains to Sound Greenway Trust Coal Mines Trail Interpretive Wayside Project 2025 Lodging Tax Application; seconded by Councilmember Weis.

MOTION CARRIED: 7 yes 0 no.

Staff Report CLTAC Admin Support

City Council Agenda

February 25, 2025

119 W FIRST STREET
CLE ELUM, WA 98922

Steven Cook reported that the Consolidated Lodging Tax Advisory Committee (CLTAC) has micro-grants available. These grant requests will need to be tourism-related.

Steven also reported that Kittitas County has been supporting all the administrative functions and costs of CLTAC, and they are discussing spreading the cost between all the cities that are members. Kittitas County stated it is no longer feasible for them to keep doing this. If this can't be done by everyone contributing, they might have to restructure or do away with the lodging tax.

Discussion was had about the proper way, because the reimbursements should come from the grants themselves. The council also discussed the inconsistencies in scoring the grants and possibly changing the process to allow only the people who score the grants to be able to attend the final meeting. Councilmember Harper stated he would be going to the next meeting.

b. COG Update - Steven Cook

Steven Cook also reported that he was pleased that the Council of Governments passed a resolution in support of the City of Cle Elum and their ongoing issue with City Heights.

COG will start meeting in other towns, not just Ellensburg.

COG would like to move forward with the grant process of distributing .09 funds and using a hybrid model.

12. Councilmember Comments - Limited to 5 Minutes

Mayor Lundh reported that Cassidy Buechle-Curtis has been appointed to the Kittitas County Housing and Homeless Committee.

Councilmember Cook is in support of the Whole Health Pharmacy and trusts that Colleda is doing the process correctly.

Councilmember Ratliff wanted to thank COG for their resolution of support for the City.

Councilmember Malek inquired if the Mayor could look into putting a camera on the water tower. She has had several people inquire about this.

Councilmember Weis would like the Public Works Committee to look at the baseball agreement. Some work needs to be done in these fields and the group has some long and short-term goals. Mayor Lundh stated that there is not a lot of money in the budget for parks, but the city will be as supportive as they can be. He suggested grassroots funding.

13. Mayor's Report

Mayor Lundh reported that Councilmember Ratliff, Buechle-Curtis, and himself attended the AWC Action Days in Olympia. It was a good conference.

City Council Agenda

February 25, 2025

119 W FIRST STREET
CLE ELUM, WA 98922

Councilmember Buechle-Curtis said she was able to connect with leaders from across the state.

14. **Adjourn**

The meeting adjourned at 7:24 p.m.

Matthew Lundh, Mayor

Debbie Lee, Clerk

Payroll

CHECK REGISTER

City Of Cle Elum

Time: 12:02:41 Date: 03/04/2025

02/20/2025 To: 03/05/2025

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
683	02/20/2025	Payroll	1	EFT	Jane Agar	1,200.00	
684	02/20/2025	Payroll	1	EFT	Virgil D Amick	1,500.00	
685	02/20/2025	Payroll	1	EFT	Matthew R Anderson	2,000.00	
686	02/20/2025	Payroll	1	EFT	Aaron G Barr	1,600.00	
687	02/20/2025	Payroll	1	EFT	John M Butorac	1,900.00	
688	02/20/2025	Payroll	1	EFT	Audrey M Casassa	1,300.00	
689	02/20/2025	Payroll	1	EFT	Brian DeFrang	500.00	
690	02/20/2025	Payroll	1	EFT	Bradley D Helgeson	2,000.00	
691	02/20/2025	Payroll	1	EFT	Kathryn A Heller	750.00	
692	02/20/2025	Payroll	1	EFT	Debbie Lee	1,100.00	
693	02/20/2025	Payroll	1	EFT	David Lindseth	800.00	
694	02/20/2025	Payroll	1	EFT	Edwin L Mills	2,500.00	
695	02/20/2025	Payroll	1	EFT	Cheryl J Montgomery	2,000.00	
696	02/20/2025	Payroll	1	EFT	Robin L Newcomb	3,500.00	
697	02/20/2025	Payroll	1	EFT	Robert F Omans	2,000.00	
698	02/20/2025	Payroll	1	EFT	Whitney Prosek	800.00	
699	02/20/2025	Payroll	1	EFT	Jennifer E Rogers	2,000.00	
700	02/20/2025	Payroll	1	EFT	Anthony A Venera	2,000.00	
701	02/20/2025	Payroll	1	EFT	Levi A Waddell	1,800.00	
702	02/20/2025	Payroll	1	EFT	Umpqua Bank	20,000.00	941 for DRAWS 2/20
904	03/05/2025	Payroll	1	EFT	Jane Agar	1,961.07	
905	03/05/2025	Payroll	1	EFT	Richard D Albo	8,382.95	
906	03/05/2025	Payroll	1	EFT	Virgil D Amick	2,950.73	
907	03/05/2025	Payroll	1	EFT	Matthew R Anderson	3,895.31	
908	03/05/2025	Payroll	1	EFT	Mathew D Bailey	5,192.93	
909	03/05/2025	Payroll	1	EFT	Aaron G Barr	3,282.55	
910	03/05/2025	Payroll	1	EFT	Cassidy J Buechle-Curtis	227.24	
911	03/05/2025	Payroll	1	EFT	John M Butorac	2,535.50	
912	03/05/2025	Payroll	1	EFT	Audrey M Casassa	2,526.81	
913	03/05/2025	Payroll	1	EFT	Steven Cook	227.24	
914	03/05/2025	Payroll	1	EFT	Brian DeFrang	5,273.84	
915	03/05/2025	Payroll	1	EFT	Mark Goodwin	49.80	
917	03/05/2025	Payroll	1	EFT	Carl J Heimbigner	125.71	
918	03/05/2025	Payroll	1	EFT	Bradley D Helgeson	5,684.42	
919	03/05/2025	Payroll	1	EFT	Kathryn A Heller	2,957.88	
920	03/05/2025	Payroll	1	EFT	Evan Heyer	2,905.33	
921	03/05/2025	Payroll	1	EFT	Alec Johnson	4,969.40	
922	03/05/2025	Payroll	1	EFT	Craig D Juris	4,149.75	
923	03/05/2025	Payroll	1	EFT	Jessica T Korich	3,160.98	
924	03/05/2025	Payroll	1	EFT	Beau M Kretschman	3,111.79	
925	03/05/2025	Payroll	1	EFT	Debbie Lee	4,519.55	
926	03/05/2025	Payroll	1	EFT	David Lindseth	3,584.34	
927	03/05/2025	Payroll	1	EFT	Matthew Lundh	2,631.12	
928	03/05/2025	Payroll	1	EFT	Mario M Magnotti	5,965.34	
929	03/05/2025	Payroll	1	EFT	Audrey Malek	227.24	
930	03/05/2025	Payroll	1	EFT	Edwin L Mills	4,316.04	
931	03/05/2025	Payroll	1	EFT	Cheryl J Montgomery	2,659.94	
932	03/05/2025	Payroll	1	EFT	Robin L Newcomb	3,403.82	
933	03/05/2025	Payroll	1	EFT	Robert F Omans	4,728.50	
934	03/05/2025	Payroll	1	EFT	Amy E Pridemore	1,553.08	
935	03/05/2025	Payroll	1	EFT	Whitney Prosek	2,661.37	
936	03/05/2025	Payroll	1	EFT	Kenneth C Ratliff	227.24	
937	03/05/2025	Payroll	1	EFT	Jennifer E Rogers	3,324.91	
938	03/05/2025	Payroll	1	EFT	Kelsey Seiser	4,849.07	

CHECK REGISTER

City Of Cle Elum

Time: 12:02:41 Date: 03/04/2025

02/20/2025 To: 03/05/2025

Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
939	03/05/2025	Payroll	1	EFT	Chase M Stanley	1,087.03	
940	03/05/2025	Payroll	1	EFT	Kaylee M Thompson	125.71	
941	03/05/2025	Payroll	1	EFT	Cornelia J Van Dongen	1,808.68	
942	03/05/2025	Payroll	1	EFT	Anthony A Venera	5,842.66	
943	03/05/2025	Payroll	1	EFT	Levi A Waddell	2,412.78	
944	03/05/2025	Payroll	1	EFT	Jerred Weis	227.24	
945	03/05/2025	Payroll	1	EFT	Brian Welch	4,486.93	
946	03/05/2025	Payroll	1	EFT	Elizabeth M Williams	227.24	
949	03/05/2025	Payroll	1	EFT	AWC Health Insurance	14,633.12	Pay Cycle(s) 03/05/2025 To 03/05/2025 - Asuris 250 Med/Den/Vis
950	03/05/2025	Payroll	1	EFT	Colonial Life	604.26	Pay Cycle(s) 03/05/2025 To 03/05/2025 - Colonial Insurance Pre; Pay Cycle(s) 03/05/2025 To 03/05/2025 - Colonial Insurance
951	03/05/2025	Payroll	1	EFT	HRA VEBA Trust Contributions	7,887.00	Pay Cycle(s) 03/05/2025 To 03/05/2025 - Veba
952	03/05/2025	Payroll	1	EFT	Northwest Admin Transfer Acct	6,971.50	Pay Cycle(s) 03/05/2025 To 03/05/2025 - NW Admin RWT/Dental
953	03/05/2025	Payroll	1	EFT	Teamsters Local #760	1,665.00	Pay Cycle(s) 03/05/2025 To 03/05/2025 - Teamsters Dues
954	03/05/2025	Payroll	1	EFT	UEBT	25,523.00	Pay Cycle(s) 03/05/2025 To 03/05/2025 - UEBT Medical Vision
955	03/05/2025	Payroll	1	EFT	Umpqua Bank	36,486.55	941 Deposit for Pay Cycle(s) 03/05/2025 - 03/05/2025
956	03/05/2025	Payroll	1	EFT	WA State Dept of Retirement Sys. <i>DRS</i>	4,416.96	Pay Cycle(s) 03/05/2025 To 03/05/2025 - Deferred Comp
957	03/05/2025	Payroll	1	EFT	Washington State Support Registry <i>DRS</i>	1,427.92	Pay Cycle(s) 03/05/2025 To 03/05/2025 - Child Support
960	03/05/2025	Payroll	1	EFT	WA State Dept of Retirement Sys.	31,207.03	Pay Cycle(s) 03/05/2025 To 03/05/2025 - PERS2; Pay Cycle(s) 03/05/2025 To 03/05/2025 - LEOFF2; Pay Cycle(s) 03/05/2025 To 03/05/2025 - PERS 3
966	03/05/2025	Payroll	1	EFT	Employment Security Dept PFML & LTC <i>QAR</i>	6,205.73	Pay Cycle(s) 01/01/2025 To 03/05/2025 - ESD -- PFMLA
967	03/05/2025	Payroll	1	EFT	Employment Security Dept PFML & LTC <i>QAR</i>	3,408.14	Pay Cycle(s) 01/01/2025 To 03/05/2025 - ESD -- LTC
968	03/05/2025	Payroll	1	EFT	WA State Dept of Labor & Ind. <i>QAR</i>	26,402.35	1ST Quarter L&I: 01/01/2025 - 03/31/2025
916	03/05/2025	Payroll	1	47383	Steven M Harper	217.24	
947	03/05/2025	Payroll	1	47384	Bill Rolcik Memorial Fund	130.00	Pay Cycle(s) 03/05/2025 To 03/05/2025 - Bill Rock Mem Fund
948	03/05/2025	Payroll	1	47385	WCTPTF	5,700.32	Pay Cycle(s) 03/05/2025 To 03/05/2025 - Teamsters Pension Trust

511 Legislative	1,917.51
512 Judicial	5,914.53
513 Executive	13,452.40
514 Financial, Recording & Elections	16,419.20
521 Police Department	131,985.15
522 Fire Department	16,812.88
536 Cemetery	942.40
558 Planning & Community Devel	5,437.56

Page: 3

Page 20 of 120

CHECK REGISTER

City Of Cle Elum

02/26/2025 To: 03/11/2025

Time: 13:59:40 Date: 03/05/2025

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
767	02/26/2025	Claims	1	EFT	WA State Dept of Revenue	3,191.08	January B&O Tax Main Street Credit \$12,601.15
769	02/26/2025	Claims	1	EFT	Pitney Bowes Global Financial Services L	552.35	Postage Machine lease/city hall
798	02/26/2025	Claims	1	EFT	WA State Dept of Ecology	5,737.00	Water Quality Fee 7/1/24 to 6/30/25
799	02/26/2025	Claims	1	EFT	Suburban Propane 1735	206.21	Annual tank rentals x 2/public works
800	02/26/2025	Claims	1	EFT	Chase Paymentech	198.05	January merchant fees/non utility
801	02/26/2025	Claims	1	EFT	Chase Paymentech	842.41	January merchant fees/utility
802	02/26/2025	Claims	1	EFT	Verizon Wireless	586.53	Police Dept Cell phones
808	02/26/2025	Claims	1	EFT	Pease Piping, Inc.	46,139.14	City hall remodel of suite pmt #2/hotel motel tax
814	02/26/2025	Claims	1	EFT	WA State Dept of Licensing	36.00	Gun Permits 1108 and 1109
825	02/26/2025	Claims	1	EFT	WA State Dept of Licensing	18.00	Gun Permit #1110
832	02/26/2025	Claims	1	EFT	Cintas Corporation	292.69	Public works mats/towels/uniforms/cleaning 2/18
841	02/27/2025	Claims	1	EFT	WA State Dept of Licensing	18.00	Gun Permit 1111
842	03/03/2025	Claims	1	EFT	Puget Sound Energy	382.83	Jan 2025 -- 1009 E Third St - natural gas
843	03/03/2025	Claims	1	EFT	Puget Sound Energy	797.25	Sept 2024-Jan 2025 PSE use - 117 W 1st St #2 (Formerly Salon 2120)
844	03/03/2025	Claims	1	EFT	Puget Sound Energy	1,401.23	415 E FIRST ST -- #3888 - Job Order construction First St phase 3 DOT/TIB/COG Grants -Underground service
859	02/28/2025	Claims	1	EFT	Cintas Corporation	292.69	Public works mats/towels/uniforms/cleaning 2/25
860	02/28/2025	Claims	1	EFT	Puget Sound Energy	167.75	321 E 1st lights 1/7 to 2/6 acct 220037110667 might be combined with \$151.99 in bank
861	03/01/2025	Claims	1	EFT	T-Mobile	93.45	City backup internet
862	02/28/2025	Claims	1	EFT	Lumen (Level 3)	48.59	City long distance
869	03/03/2025	Claims	1	EFT	Century Link	1,709.47	Library telephone 674-2313; Fire Dept telephone 674-1748; Water plant telephone 674-3963; Public works telephone 674-5126; Fire Dept Telephone 674-5785; Fire Dept Telephone 674-5785; Police Dept Telep
870	03/03/2025	Claims	1	EFT	U.S. Cellular	99.28	Water Plant Cellular
871	03/03/2025	Claims	1	EFT	U.S. Cellular	445.93	Cell phones -- admin, public works, fire dept
872	03/03/2025	Claims	1	EFT	United Health Care Insurance Company	525.75	Krahenbuhl medicare supplement/March
884	02/28/2025	Claims	1	EFT	American Express	33.67	February merchant fees
886	03/03/2025	Claims	1	EFT	Gigabeam Internet	57.00	Fire Dept Internet
887	03/03/2025	Claims	1	EFT	Methodworks	671.46	February IT monitoring and patching
888	03/03/2025	Claims	1	EFT	Wholesail Networks	1,260.00	City Internet
891	03/03/2025	Claims	1	EFT	Puget Sound Energy	12,416.13	Jan 2025 Gas and Electric-- city hall, library, police, fire, parks, ; street lights, shop, restrooms, old water plant, chlorinator, cemetery, city hall rental
959	03/03/2025	Claims	1	EFT	Xpress Bill Pay	642.23	February merchant fees

CHECK REGISTER

City Of Cle Elum

02/26/2025 To: 03/11/2025

Time: 13:59:40 Date: 03/05/2025

Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
982	03/11/2025	Claims	1	47386	Jane Agar	270.00	February library cleaning
983	03/11/2025	Claims	1	47387	Board For Volunteer Firefighters	2,270.00	Board for Volunteer Fire Fighters remittance 01/22/2025 City of Cle Elum
984	03/11/2025	Claims	1	47388	Brown and Jackson Septic	210.00	Port A Potty Coal Mine Trail; Port a Potty City Hall Remodel
985	03/11/2025	Claims	1	47389	Bruckner's Truck & Equipment	209.92	Public works Reman Shoe Kit
986	03/11/2025	Claims	1	47390	Central Cleaining	300.00	Cleaning City Hall, Police, Fire & Public Works February 22, 2025-March 1, 2025
987	03/11/2025	Claims	1	47391	Cle Elum Farm and Home	307.31	City Acct 22 -- Shop and City Hall supplies; Fire Dept Acct 24 -- S511 and E521 supplies and tie down; Police Dept Acct 23 -- office supplies LED
988	03/11/2025	Claims	1	47392	Cle Elum Hardware	202.60	City shop/public works Acct 90 - forklift Propane, Shop quick coupler, hose
989	03/11/2025	Claims	1	47393	Consolidated Supply Co.	2,064.49	Water supplies -- repair clamps, stiffeners, asphalt blade
990	03/11/2025	Claims	1	47394	Copiers Northwest Inc.	301.31	City hall usage February; PW and Library copiers usage February
991	03/11/2025	Claims	1	47395	General Code	605.00	Web update annual fee annual web fees
992	03/11/2025	Claims	1	47396	Grainger	1,209.51	Public works tool bag, digging bar, pipe wrenches, torch kits, sledge hammers, plier
993	03/11/2025	Claims	1	47397	Heritage Law	400.00	C00013030 CPL February defense attorney fees
994	03/11/2025	Claims	1	47398	James Oil Company	1,075.05	Police Dept fuel 2/16 to 2/28; Public Works fuel 2/16 to 2/28;
995	03/11/2025	Claims	1	47399	Jerrol's	389.65	City Hall- 2 cases paper 2 reams pre perforated paper for billing; City Hall- Paper Towel Large Rolls 46898, uniball pens; AAA batteries, Toilet seat covers, Paper towel rolls 46901
996	03/11/2025	Claims	1	47400	Barbara Johnston	168.18	1859 - 1204 MARIAN DRIVE REFUND
997	03/11/2025	Claims	1	47401	Kittitas County Solid Waste	284.00	Garbage to dump/public works 2/21; Garbage to dump/public works 2/21
998	03/11/2025	Claims	1	47402	Kittitas County Treasurer	4,000.22	2025 assessment taxes/DNR, Conservation, property taxes on RR leases
999	03/11/2025	Claims	1	47403	Law Office of Mark W. Garka, PLLC	4,000.00	February prosecution services
1000	03/11/2025	Claims	1	47404	Local Tel Communications	1,026.27	Annual Telephone Support
1001	03/11/2025	Claims	1	47405	Mountain Auto Parts	2,598.76	Police Acct 2387 -- Venera Trk engine oil and oil filter, 21-2 Exhaust flex tube; Fire Dept Acct 2388 -- Support 511 seat covers, floor mats; City/Public Works Acct 2385-- 10 Ton/ 22 Ton P type high j
1002	03/11/2025	Claims	1	47406	Northern Kittitas County Tribune	139.37	Ordinance 1693; Business cards Buechle & Bailey
1003	03/11/2025	Claims	1	47407	One Call Concepts, Inc	7.02	February call before dig tickets x 6
1004	03/11/2025	Claims	1	47408	PNW-Web Designers	272.75	Police Dept social media mngt
1005	03/11/2025	Claims	1	47409	Pape Machinery	214.46	Public works Filter Kit, qt turf, low visc

CHECK REGISTER

City Of Cle Elum

Time: 13:59:40 Date: 03/05/2025

02/26/2025 To: 03/11/2025

Page: 3

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1006	03/11/2025	Claims	1	47410	Public Safety Testing Inc.	135.00	Public Safety 2024 4th Qtr
1007	03/11/2025	Claims	1	47411	Storey Service Station	209.48	Fire Dept Feb Fuel
1008	03/11/2025	Claims	1	47412	TextMyGov	2,500.00	Annual Support 4/25 to 3/26
1009	03/11/2025	Claims	1	47413	Uline	146.62	Downtown bathrooms bath tissue dispensers
1010	03/11/2025	Claims	1	47414	Van Ness Feldman LLP	109,016.39	Wildwood Ranch January attorney fees; Blue Fern January attorney fees
1011	03/11/2025	Claims	1	47415	Veolia Water North America	73,224.88	Waste water February 2025; Water veolia February; Waste water march 2025; Water month of March 2025
1012	03/11/2025	Claims	1	47416	WA State Dept of Trans.	2,475.06	Public works signs kvh patient parking; 1st and SCE Way signal maint.; Sand for maintenance
1013	03/11/2025	Claims	1	47417	WA State Dept of Transportation	3,126.36	Police Dept fuel/February
1014	03/11/2025	Claims	1	47418	WA State Patrol	82.00	Police Dept background checks
1015	03/11/2025	Claims	1	47419	Waste Management of Ellensburg	82,157.99	February solid waste collection and removal
885	02/28/2025	Claims	9	EFT	U.S. Bank	42.00	February safekeeping fees
							511 Legislative 653.40
							515 Legal Services 4,400.00
							518 Centralized Services 13,688.23
							521 Police Department 6,719.47
							522 Fire Department 7,067.16
							536 Cemetery 178.38
							572 Libraries 873.73
							576 Park Facilities 1,170.98
							001 Current Expense/General Fund 34,751.35
							542 Streets - Maintenance 9,194.28
							543 Streets Admin & Overhead 869.79
							595 Capital Expenditures- Streets 1,227.07
							101 Street Fund 11,291.14
							595 Capital Expenditures- Streets 174.16
							102 TIB Complete Streets Grant 174.16
							594 Capital Expenditures 46,139.14
							106 Tourist/Lodging Tax Fund 46,139.14
							542 Streets - Maintenance 366.77
							110 Coal Mine Trail Fund 366.77
							558 Planning & Community Devel 99,518.39
							131 Blue Fern Development 2024-01 99,518.39
							558 Planning & Community Devel 9,498.00
							132 Wildwood Ranch Devel. #2024-002 9,498.00
							340 Charges For Goods & Services 69.75
							360 Interest & Other Earnings -7,655.12
							534 Water Utilities 18,762.36
							401 Water Fund 11,176.99
							340 Charges For Goods & Services 30.55
							537 Garbage & Solid Waste 85,378.76

CHECK REGISTER

City Of Cle Elum

02/26/2025 To: 03/11/2025

Time: 13:59:40 Date: 03/05/2025

Page: 4

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
		402 Garbage Fund				85,409.31	
		534 Water Utilities				31,612.96	
		404 Water Regional Fund				31,612.96	
		340 Charges For Goods & Services				67.88	
		360 Interest & Other Earnings				-3,394.81	
		535 Sewer				5,496.39	
		409 Sewer Fund				2,169.46	
		535 Sewer				42,312.15	
		410 Sewer Regional Fund				42,312.15	
		580 Non Expenditures				84.00	
		699 State Agency Fund 380/580				84.00	
							Claims: 374,503.82
		* Transaction Has Mixed Revenue And Expense Accounts				374,503.82	

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 _____

Audrey Malek Date _____

CITY OF CLE ELUM
City Administration

**AGENDA STAFF
REPORT**

AGENDA DATE: March 11, 2025

ACTION REQUESTED: Approve the mayor to sign the Engagement Letter for Clara Park with VanNess Feldman, LLP.

BACKGROUND: The city is currently working with Clara Park and her team on the "Bull-Frog Flats" development and have been extremely pleased with the quality of their work. As a result, we would like to engage Mrs. Park for other large land use projects, primarily those reimbursed by the developer. This agreement will enable VanNess Feldman, LLP, and specifically Mrs. Park, to provide general land use legal services for upcoming projects.

RECOMMENDATION: Approve the mayor to sign the Engagement Letter for Clara Park with VanNess Feldman, LLP.

ATTACHMENTS: Engagement Letter

LEAD STAFF: Robert Omans

March 10, 2025

VIA EMAIL

Matthew Lundh
City of Cle Elum
MLundh@cleelum.gov

Alexandra L. Kenyon
Kenyon Disend, PLLC
Alexandra@kenyondisend.com

Re: Engagement of VAN NESS FELDMAN, LLP to Provide Legal Services

Dear Mayor Lundh, Alexandra:

We are pleased that the City of Cle Elum (“Client” or “you”) has engaged Van Ness Feldman, LLP (“VNF,” the “Firm,” “us,” or “we”) to serve as legal counsel. This Engagement Letter and the attached General Terms comprise the entire terms and conditions on which the Firm will be engaged in the matter described below.

Scope of Representation

You have asked us to represent you regarding land use planning, legislation, regulation, permitting, and enforcement and related subjects in the City (the “matter”). The Firm may provide additional legal counsel and professional services only upon specific written agreement, which may include an exchange of email or other electronic correspondence.

Fees and Billing

I will have primary responsibility for this representation and my hourly billing rate is **\$545** per hour. Rates for our attorneys and other professionals vary depending upon their qualifications, experience, and other factors and range between **\$310** and **\$670** per hour. We also make use of legal assistants and certain administrative personnel (who generally have lower hourly billing rates) for specific tasks in appropriate circumstances. In addition, in appropriate circumstances, we may at times make use of temporary or contract attorneys or legal assistants, for whose time we will likewise bill at hourly rates determined by us to be appropriate to their experience level and the tasks that they are performing. Additional billing policies are included in the attached General Terms.

Conflicts of Interest

As with any other client, you will have our complete loyalty with respect to this matter. VNF is a national law firm with a substantial practice in the areas of energy, environment, and natural resources. In particular, our current and potential representation of other clients with diverse interests in land development and natural resource issues in Kittitas County may conflict with your interests. By way of example only, we have represented various parties with water rights-related interests in or near the City of Cle Elum and such interests, while unrelated to this matter, could become adverse to City interests in the future. It is possible that during the time we represent you, some of our clients may ask us to represent them in matters in which you are involved as another party. In the interests of all of our clients, including you, and our own prudent business conduct, you agree our representation of you in the above-described matter will not prevent us from representing any present or future client, whether or not on a basis adverse to you, including representation in any other legal or legislative matter, so long as that matter is not the same as or substantially related to the Firm's work on behalf of you in the matter that is the subject of this Engagement Letter. We will notify you in the future, should we identify a current or potential representation that has the potential to become adverse to the City's interests and seek your consent, if such consent is required under the Rules of Professional Conduct.

We maintain a list of former and current clients so that we may determine whether a past or present relationship with any other party prevents us from representing you in this matter. You have provided us with the names of the following parties who may have interests adverse to you in this matter, including the following current project applicants and owners of property subject to pending land use applications: *Whole Health Pharmacy; Clinton Knight and Ryan Scheffelmaier; Hamilton Hudson LLC; Brian Schwartz and Bryan Smith; Upper Kittitas County Community Recreation Center, Ken Murphy, Claire Nichols; Dan Clifton and Jason Ingalls (ECE, PLLC); and Road Voyages, Inc.* We have checked those names against our list of former and current clients and we have not identified any conflicts of interest that, under the Rules of Professional Conduct, would prevent us from representing you in this matter. We request that you review this list and advise us if you become aware of any changes needed now or in the future, including those caused by changes to the scope of our representation. If you do not tell us to the contrary, we will assume that this list of adverse parties is complete and accurate.

Establishing the Attorney-Client Relationship

We have agreed to begin work on this matter on your behalf. If the Engagement Letter meets with your approval, please indicate your acceptance by signing and dating below and returning a signed copy of this Engagement Letter to our office by March 14, 2025. You may keep this original. If you do not return a copy of this Engagement Letter by this date, we will assume that you do not wish to have us continue our legal representation of you in this matter, and our representation will terminate. You will be responsible for any fees and costs incurred as a result of your request that we commence work prior to execution of this Engagement Letter.

You are providing informed consent in agreeing to this Engagement Letter. If you require additional information about the scope of the Engagement Letter, please contact me. In addition, you have the right to have this Engagement Letter and the General Terms reviewed by other

counsel to ensure that your rights are fully protected. In the event of any conflicts between the terms of this Engagement Letter and the General Terms, this Engagement Letter will control.

We look forward to working with you.

Very truly yours,

Van Ness Feldman, LLP



Clara Park

CLP:imw
Enclosure

I accept the terms of this Engagement Letter on
Behalf of the City of Cle Elum:

Accepted:

By: _____
Title: _____
Date: _____, 2025

Approved as to form:

Alexandra L. Kenyon, City Attorney
Date: _____, 2025

These General Terms apply to our engagement as counsel for the Client. To the extent any provisions contained in the Engagement Letter supersede or conflict with any provisions of these General Terms, the provisions of the Engagement Letter will control.

1. Our Firm. For purposes of the Engagement Letter and these General Terms, references to "Van Ness Feldman, LLP", "Van Ness", the "Firm", "we", "our" or "us" means Van Ness Feldman, LLP, a District of Columbia limited liability partnership.

2. Identification of Our Client. Our only clients in any engagement are the persons or entities specifically defined in the Engagement Letter as the "Client." Our engagement as counsel for the Client is not intended to, and does not, create any attorney-client relationship or any obligations between the Firm and any other persons or entities, including any parent, subsidiary, affiliate, or member of the Client.

That one or more persons or entities may have agreed to pay our fees and other charges for a particular engagement does not, in and of itself, create an attorney-client relationship between us and those persons or entities, or make those persons or entities part of our attorney-client relationship with the Client.

3. Our Relationship. Our acceptance of the engagement described in the Engagement Letter does not constitute an undertaking to represent the Client or the Client's interests in any matter other than the engagement described in the Engagement Letter.

Unless a subsequent engagement letter has been issued by us, all future engagements or services that we agree to undertake for you, will also be subject to all the terms and conditions set forth in the Engagement Letter and these General Terms, except that those other services will be billed to the Client using hourly billing and other rates then in effect for our fees and charges, unless otherwise agreed.

Notwithstanding any termination, the Client will remain responsible for payment of all charges for professional fees and disbursements for services provided prior to the date of termination. We reserve the right to terminate our engagement and attorney-client relationship, consistent with the requirements

of the Rules of Professional Conduct, upon written notice to the Client or upon a court order.

We are not required to advise the Client concerning subsequent legal developments relating to the matter described in the Engagement Letter once that matter or any other matter that we advise the Client on is complete or our attorney-client relationship is terminated.

The Engagement Letter and these General Terms may only be modified if agreed to in writing by the Firm and the Client and, to the extent applicable, to any third party who has agreed to pay the Firm's fees and other charges for representing the Client.

4. Client Charges. Typically, our charges to clients are based on two components. First, we charge fees for the amount of time, our legal and other professionals work on the matter described in the Engagement Letter. These fees are based on the legal or other professionals' hourly rates, which vary by the particular individual. We may also agree to other fee arrangements, that may include, for example, retainers or fixed monthly fee amounts. Second, we invoice for disbursements incurred and other charges.

5. Hourly Rates. Billing rates for attorneys, policy professionals, planners, paralegals, and law clerks vary depending upon their qualifications, experience, and other factors. Our hourly rates change from time to time, but not more than once per year. You may request a schedule of our current hourly rates at any time. These hourly rates are adjusted periodically to accommodate rising Firm costs and to reflect changes in status as lawyers and other professionals attain new levels of expertise. Any increases resulting from such adjustments will be instituted automatically and will apply to each affected client.

We also make use of legal assistants and certain administrative personnel, who generally have lower hourly billing rates, for certain tasks in appropriate circumstances.

In addition, in appropriate circumstances, we may at times make use of temporary or contract attorneys, for whose time we will likewise bill at hourly rates determined by us to be appropriate to their experience level and the tasks they are performing.

6. Disbursements and Other Charges. Other charges for which we bill include: reimbursement for certain out-of-pocket expenses (e.g., filing fees, local counsel fees, process-serving fees, court reporter fees, expert witness fees, charges for litigation support vendors, fees for obtaining documents, travel-related expenses, and postage). In addition, we charge for certain services, such as copying services, document scanning, word processing, electronic research, proofreading, certain conference, long distance and international telephone and fax communications, couriers and overtime services. The foregoing lists are examples of costs, and are not intended to be exhaustive. You may request a schedule of these costs from us at any time. We bill all of these costs without markup by us and these charges are separate and apart from our attorneys' fees. We may agree to advance nominal costs and bill you for them at the end of the month. These costs, including taxes if any, will be included as a separate item on your monthly statement. You, as the Client, are responsible for these costs. In some circumstances, involving significant outlays to third parties, we may request that you pay the cost directly or that you pay us in advance.

7. Billing Statements and Payment. Once work begins, we bill on a monthly basis. Our bills are denominated in U.S. Dollars unless otherwise agreed and are payable upon receipt (unless the full amount due is covered by the balance of an advance fee deposit held in our trust account). Payment is not contingent on whether or when any particular outcome is or may be achieved.

Due to time delays that sometimes occur between when certain fees and other costs are incurred and when those amounts are posted to our accounting system, amounts that appear on the billing statement for a particular time period may reflect activity from an earlier period of time that was not previously invoiced. There may be other circumstances in which we must delay or vary from our usual schedule for issuing bills, or to delay including particular amounts on bills. However, those delays or variations will not relieve the obligation to pay those amounts when they are billed or waive our right to recover those amounts. All payments under this Engagement Letter shall be made free and clear of, and without deduction for, any and all present or future taxes, levies, imposts, deductions, charges or withholdings, except as required by law.

Our policy is to treat every question about a bill promptly and fairly. It is also our policy that, if a client does not pay an invoice within 60 days of mailing, we may advise the Client that it must pay the invoice within 14 days or we may take appropriate steps to withdraw as attorney of record. This same policy applies to fee arrangements that require the client to replenish fee deposits or make deposits for anticipated costs.

8. Content of Billing Statements. Any description of services or other charges with billing statements should be understood as being summary in nature and not a comprehensive statement of all activity and services underlying the bill. However, on request, we will be happy to discuss and explain those descriptions or answer any other questions about our statement.

9. Methods of Payment. Payments may be made by wire transfer or by check. We ask the Client to indicate (by reference to the statement number) the billing statement to which they pertain. In the event that our billing statements are not paid in full when due, we reserve the rights to assert all our legal and equitable rights with respect to that late payment, including to limit the work that we perform on our engagement consistent with our professional and ethical obligations.

10. Payment of Fees by Other Parties. A third party may agree with us and our Client to pay some or all of our fees and other charges for a particular engagement, or a court may order another party to pay some or all of our fees and other charges. Our knowledge of or cooperation with such an arrangement does not relieve our Client from the obligation to timely pay our fees and other charges.

11. Estimates and Budgets. We appreciate your need to manage and, when possible, predict your legal costs. We are happy to assist you in doing this by providing an estimate or budget for our services. If you request us to prepare an estimate or budget of our fees and other charges for an engagement (or for a particular phase thereof), the estimate or budget so provided will be, unless otherwise agreed, solely for informational purposes and is not an agreement to cap our fees and other charges or a guarantee that the fees and other charges will not exceed the estimated or budgeted amounts.

12. Advance Deposits. If an advance deposit is required in order for us to assume the engagement described in the Engagement Letter, that amount is set forth in the Engagement Letter. Upon receipt, the advance deposit will be deposited into the Firm's IOLTA client trust account, an account whose interest is disbursed to the Washington Legal Foundation in accordance with the Washington State Bar Association's Rules of Professional Conduct 1.14 that provides for the Foundation's use of those interest funds for public service activities. Funds will be disbursed to the Firm for fees and nominal costs as they accrue unless, within 10 days after we mail the monthly statement to you, we receive written notice from you that you object to disbursement from the trust fund, in which case we will contact you to resolve any objection. Our monthly billings will reflect such applications of the advance deposit and also the current balance due, if any. We also reserve the right to require increases or renewals of these advanced deposits. Any balance remaining at the conclusion of the matter will be promptly refunded, unless another matter for you is pending and you agree, in writing, to apply the balance to that matter.

13. Staffing. A variety of legal and non-legal personnel may perform services as part of our engagement. We determine, in consultation with the Client, the personnel involved in an engagement in our judgment based on relevant factors.

14. Client Files. From time to time, in our discretion, we may discard written, electronic, or other material from our files. We undertake no obligation to maintain any files relating to any engagement for any particular period of time (other than as required by law). Clients who wish to ensure that any particular materials in our files that belong to them will be available to them in the future should contact us to make arrangements to obtain those materials or copies. Depending on the circumstances, we may charge fees for the retrieval, review, reproduction, shipping and other similar expenses associated with providing the Client with those materials or copies. We reserve the right to retain for our own purposes copies of any materials that we have generated or that we have received in the course of representing you, provided that our obligation to preserve the confidentiality of client information will continue.

15. Electronic Communication. E-mail, extranets, and other forms of electronic communication are

important business tools, and we may use them to communicate with you unless you direct otherwise. However, there are risks associated with their use by any business. We have no reason to believe that our own e-mail or other electronic communication systems are not reasonably secure. It is possible, however, that the information sent or stored electronically might be impermissibly accessed by third parties. We are not liable for any information sent or stored electronically that is impermissibly intercepted, accessed, or otherwise falls into the hands of those other than the intended recipient. Please note that e-mail can be subject to delays and non-delivery; you should confirm with us that we have received and read your e-mail communications that may be critical or time sensitive.

16. Governing Law. The Engagement Letter and these General Terms, our attorney-client relationship, our engagement as counsel, and any disputes arising out of or relating to any of the foregoing or to our bills, fees, or other charges, will be governed by and construed in accordance with the laws of the State of Washington for matters initiated by a member of the Firm's Seattle, Washington office.

17. Ethics Counsel. We have internal ethics and professional responsibility counsel who advises our attorneys regarding their ethical, professional, and legal duties. From time to time, the attorneys working on your matter may consult these lawyers. You agree that any such consultation is protected by the Firm's own attorney-client privilege and that those communications are not part of the Client's file. Should circumstances arise in which the Firm faces a conflict of interest with respect to or by virtue of these communications, you agree to waive that conflict.

18. Listing as Firm Client. You consent to being listed as a Firm client on Firm promotional materials. This consent includes permitting the Firm to generally describe the matters on which we have or are representing you to the extent that those matters are public knowledge.

City Administrator

Staff Report

(March 11, 2025)

- Last week, the planning department and I had a meeting with the Washington State Department of Fish and Wildlife (WDFW). As you know, the city is currently reviewing numerous projects and frequently asks WDFW for their input. Recently, this process has become a bit cumbersome, especially when applicants work directly with Fish and Wildlife and changes to recommendations are made without being communicated to the city. During this meeting, we were able to resolve many of these issues. Additionally, WDFW has offered to participate in our pre-application process, which I believe will be extremely helpful moving forward.
- The City has been running an ad in the newspaper for municipal engineering services. This is not related to our city engineer but rather to federally funded projects, which require us to send out invitations for Statements of Qualifications. We've grouped four projects together to streamline the process, so we only have to go through this procedure once instead of four times. These four projects are the same ones listed under new business on the agenda, so we can discuss them in detail at that time.
- Lastly, the Utilities Department would like to announce that recycling service has begun. Those who signed up should have received their recycling bins and had their first pickup on March 6th. Please remember, this service is offered every other Thursday, while regular garbage collection remains once a week on Mondays.

2025 BUDGET POSITION TOTALS

City Of Cle Elum

Months: 01 To: 02

Time: 12:32:09 Date: 03/05/2025

Page: 1

Fund	Revenue Budgeted	Received		Expense Budgeted	Spent	
001 Current Expense/General Fund	4,425,131.68	500,923.08	11.3%	4,452,131.68	887,522.60	20%
002 UKC Recreation Center	80.00	73,609.61	*****%	500.00	112,918.48	****%
004 City Heights WCIA Settlement Agr	0.00	0.00	0.0%	0.00	45,666.23	0%
101 Street Fund	4,885,613.00	147,497.66	3.0%	4,933,648.00	203,372.32	4%
102 TIB Complete Streets Grant	2,241,799.00	47,317.50	2.1%	2,241,799.00	31,434.24	1%
104 Police 3/10's Sales Tax Fund	248,993.00	39,825.41	16.0%	332,292.00	46,228.06	14%
106 Tourist/Lodging Tax Fund	162,000.00	26,452.70	16.3%	302,000.00	121,681.47	40%
110 Coal Mine Trail Fund	8,620.00	4,000.00	46.4%	4,120.00	180.82	4%
120 Central Cascades/Weis Land CRA :	2,050.00	0.00	0.0%	2,050.00	0.00	0%
121 Cle Elum Pines West Devel. Fund	1,500.00	0.00	0.0%	1,500.00	0.00	0%
123 Sun Communities CRA 2018-01 De	50,000.00	0.00	0.0%	50,000.00	0.00	0%
124 MVOLLC/Prium CRA 2005-02 Devel	3,015.00	0.00	0.0%	3,015.00	0.00	0%
125 Whispering Pines Devel. Fund	5,000.00	0.00	0.0%	5,000.00	0.00	0%
127 City Heights CRA 2020-01 Devel. F	70,000.00	0.00	0.0%	70,000.00	127.25	0%
128 Fowler Creek Trails Deneen Develc	5,250.00	-10,000.00	-190.5%	5,250.00	0.00	0%
131 Blue Fern Development 2024-01	330,000.00	124,405.73	37.7%	330,000.00	169,805.05	51%
132 Wildwood Ranch Devel. #2024-00	15,200.00	12,432.20	81.8%	15,200.00	2,468.50	16%
309 REET Excise Tax/Capital Projects Fu	182,500.00	21,382.28	11.7%	113,800.00	0.00	0%
401 Water Fund	1,040,459.00	173,817.09	16.7%	1,040,459.00	198,833.43	19%
402 Garbage Fund	988,950.00	177,844.87	18.0%	1,038,950.00	115,245.25	11%
403 Airport Fund	37,000.00	5,605.77	15.2%	24,000.00	3,576.72	15%
404 Water Regional Fund	1,026,000.00	110,765.02	10.8%	1,058,059.00	179,688.66	17%
406 Water Capital Reserve Fund	156,474.99	29,940.26	19.1%	334,774.99	12,723.87	4%
408 Stormwater Fund	15,000.00	0.00	0.0%	12,000.00	0.00	0%
409 Sewer Fund	1,069,796.00	138,963.84	13.0%	1,003,796.00	144,551.87	14%
410 Sewer Regional Fund	1,082,000.00	141,978.00	13.1%	952,000.00	202,521.13	21%
413 Sewer Capital Reserve Fund	385,000.00	28,661.96	7.4%	441,000.00	688.75	0%
630 Pangrazi Memorial Fund	100.00	0.00	0.0%	1,300.00	111.68	9%
699 State Agency Fund 380/580	25,000.00	4,567.04	18.3%	27,000.00	2,953.43	11%
	18,462,531.67	1,799,990.02	9.7%	18,795,644.67	2,482,299.81	13.2%
		YTD Revenues			YTD Expenses	

** Insurance costs for 2025 were paid in January for a total of \$463,816 out of various funds

** On average, Revenues and Expenses should be at 16.7%

**Property Taxes are at 1.4% as most of this revenues comes in May and November

CITY OF CLE ELUM
Planning Department

AGENDA
STAFF REPORT

AGENDA DATE:	March 11, 2025
ACTION REQUESTED:	None, Current Planning Update: February 5, 2025 – March 5, 2025
LEAD STAFF:	Colleda Monick, HLA

BACKGROUND:

Current Planning Permits:

1. **Building Permits:**

- a. 2024-128 – notice of incomplete issued
- b. Pano AI – planning sign off
- c. Single Family Residence on Roslyn Way – planning sign off

2. **Pre-Application Meeting:**

- a. PREAP-2025-001: Eide Homes

3. **Site and Design Review:**

- a. SDR-2025-001: Clifton, notice of incomplete issued

4. **Variance:**

- a. VAR-2025-001: Whole Health Pharmacy (expect to issue a decision the week of March 17th)
- b. VAR-2025-002: 202 W Sixth, These Guys LLC (notice of incomplete issued 1/22/25)

5. **SEPA/PMU:**

- a. PMU-2024-002: Upper Kittitas County Rec Center (working towards finalizing SEPA determination and Site and Design Review)

6. **Conditional Use Permit:**

- a. CUP-2024-003: Bullfrog Apartments (Public Hearing occurred on 3/5/25 awaiting a Hearing Examiner Decision)

7. **PLP (preliminary long plat) Wildwood Ranch Subdivision:** Preliminary Plat and Development Agreement (Comment period has ended, requested additional information to determine a SEPA threshold determination)

8. **Bullfrog Flats:** Hearing Examiner recommendation issued on 3/6. Closed Record Public Hearing with Council has been scheduled for 3/25 at 4 PM.

9. 47 North: applications paused

Code Enforcement:

Provided ongoing support to city staff regarding complex cases and ensuring compliance with city regulations and upholding community standards. The City is currently working on several open code enforcement cases, ranging from unpermitted structures, environmental concerns, garbage and unpermitted signage.

General Planning Support:

1. **Business License Review**

2. **Planning support.** Over the past month, planning support has been provided to developers, the general public, the mayor, and city staff, addressing a wide range of inquiries related to zoning, permitting, and development. These include continued coordination with zoning issues and questions regarding development, redevelopment of a legal non-conforming use, permit intake processing and review, assistance regarding scheduling a pre-application meeting, four-plex questions, portable shed business, development in the General Commercial zoning district, Whispering Pines

annexation and sewer expansion, past project follow up, coordination with City Legal regarding various questions (code interpretation, zoning, etc.), critical areas application, building permits, and more. Communication was conducted primarily via email, with additional engagement through phone calls and in-person meetings.

3. **Planning Commission.** Serve as the staff lead for Planning Commission meetings, directing two meetings this past month. This role requires extensive preparation, including agenda creation, packet compilation, minute-taking, and meeting facilitation. Additionally, work with staff to input documents into city systems and update the website, ensuring clear communication and transparency with the public.
 - a. **Code Amendment Facilitation:** The Commission has been considering amendments to several sections of code. I have been working on a comprehensive summary of all changes which spans 3 Titles and 14 Chapters. The summary has been provided to Legal for review and comment. The proposed non-project text amendments apply to multiple chapters of the municipal code, including Chapter 17.14, which introduces a new section on Permitted Land Uses, as well as revisions to zoning districts such as the Residential District (17.16), RM Multi-Family Residential District (17.20), OTC Old Town Commercial District (17.24), EC Entry Commercial District (17.28), GC General Commercial District (17.32), Business Park District (17.34), I Industrial District (17.36), and P Public Reserve Area District (17.50). Additionally, amendments are proposed for Chapter 17.90 regarding sidewalk sales and the service of food and beverages. Other changes include updates to Chapter 14.20.030, refining definitions, Chapter 14.30.040, revising the permit classification table, and Chapter 14.30.240, addressing public notice requirements. Finally, modifications are proposed for Chapter 16.30.040, which pertains to final plats.
 - b. **Sub-Committee Table of Permitted Uses:** The sub-committee wrapped up meetings this month putting the final touches on a Table of Permitted Uses. This new section of code will bring clarity, consistency, and efficiency to its zoning regulations. Currently, permitted and conditional uses are spread across multiple zoning districts, creating inconsistencies and unnecessary complexities in the development review process. By fully utilizing the City's existing review levels outlined in CEMC 14.30.040 (Type I through Type IV), the new table streamlines approvals, reduces unnecessary delays, and ensures a more predictable process for property owners, developers, and city staff.
4. **Historic Preservation.** Staff lead for Historic Preservation Commission, no meetings were held in the month of February. The Commission received a request from a community member about National designation for #7 Miner's Memorial Park. The Commission will review this request at a date to be determined.

5. Council Presentations

Special Projects:

1. Comprehensive Plan Updates
2. Climate Policy Comp Plan Amendments

Cle Elum 1st Qtr Summary

		JAN	FEB	MAR	1st Qtr Total
BOOKINGS					
DUI			1		1
Assault DV					0
Assault					0
Felony Arrests		2	1		3
Other Arrests					0
Juvenile Arrest					0
Warrant Arrests					0
					0
TOTAL MONTHLY BOOKINGS		2	2	0	4
TOTAL 1ST HALF BOOKINGS					4
Citations/Infractions		JAN	FEB	MAR	1st Qtr Total
Traffic Infractions		6	2		8
Non-Traffic Infractions					0
Criminal Traffic Citations					0
Criminal Non- Traffic Citations		2			2
DUI Traffic Criminal Citations			3		3
Parking Citations					0
MONTHLY CITATION/INFRACTIONS		8	5	0	13

Monthly Report to Cle Elum City Council **1st Qtr**

	Jan '25	Feb '25	March '25	1st Qtr TOTAL
Traffic Stops	55	30		85
DUI	0	3		3
Domestic Violence	0	0		0
Assault	0	0		0
assault - Child	0	0		0
Suicidal	0	0		0
Burglary	1			1
Vio of Order	1			1
Mal Misch	1			1
Theft	6	4		10
Alarm Calls	10	5		15
Public Assist				
Civil Matter				
Check Welfare	44	36		80
Overdose	0			0
Kidnapping	0			0
Homicide	0			0
Robbery	0			0
Stab/Gunshot Wound	0			0
Animal at Large	1	4		5
Animal Problems	3	3		6
Motor Vehicle Collisions	5	5		
TOTAL CALLS	295	215		510
2024 Total Calls	386	307	291	984

Roslyn 1st Qtr Summary

		JAN	FEB	MAR	1st Qtr Total
BOOKINGS					
DUI		0			0
Assault DV		0	1		1
Assault		0			0
Felony Arrests		0			0
Other Arrests		0			0
Juvenile Arrest		0			0
Warrant Arrests		0			0
					0
TOTAL MONTHLY BOOKINGS		0	1	0	
TOTAL 1Qtr HALF BOOKINGS					1
Citations/Infractions					
Traffic Infractions		1			1
Non-Traffic Infractions					0
Criminal Traffic Citations			1		1
Criminal Non- Traffic Citations			1		1
DUI Traffic Criminal Citations					0
Parking Citations		2			2
MONTHLY CITATION/INFRACTIONS		3	2	0	5

Monthly Report to Roslyn City Council

1st Qtr

	Jan '25	Feb '25	March '25	1st Qtr TOTAL
Traffic Stops	5	2		7
DUI				
Domestic Violence		1		1
Assault	1			1
assault - Child				
Suicidal				
Burglary	1			1
Vio of Order				
Mal Misch				
Theft				
Alarm Calls	3	1		4
Public Assist	7	3		10
Overdose				
Kidnapping				
Homicide				
Robbery				
Stab/Gunshot Wound				
Animal at Large				
Animal Problems	1			1
TOTAL CALLS	84	52		136
2024 Total Calls	100	70	80	250

Council Meetings

Honorable Mayor and council,

- Sigs, not allowed on any CJTC campus or training
 - EPD also made same rule on range, but we can go to their dept, just not range
 - Looking into options, having one non sig back up to take to trainings, or trained on back ups
 - Unreasonable because when asked about a sig with safety they said no
 - Large agencies such as Bellevue not changing, so we are going to watch and evaluate
- School literacy event
- Officers are participating in Patrol Tactics training
- Beginning parade talks early
- Participating in a PSE safety training and wildfire mitigation overview
- Thank you Councilmember Buschell-Curtis for ride along and meetings, appreciated by Officers and myself.
 - Reminder that all are encouraged to ride along
- I will not be at the next meeting for an Incident Command training that KCSO sponsored me to participate in

Officer Report Council Meeting 03-11-2025

Your honorable Mayor and city council,

1. Report on calls in the month of February we had 47 calls, 3 fires, 34 Ems, 9 others and 1 false alarm.

Fire reports break down. 1 building fire an automatic aid given to a garage fire in South Cle Elum. 2- vehicle fires one on the I-90 was standby only for fire at exit 74. Quick report on fire in Ronald area we had engine 511 with a full response crew with automatic aid provided and back up engine on standby during the incident.

- **Hydrant Training:** A training was held at the fire station last night, focused on hydrant operations and maintenance. Special thanks to the public works director for creating the PowerPoint presentation and offering directions. Council Member Buechle-Curtis and her partner Gabe Smith attended the training. Gabe has been involved in installing new hydrants on the Second Street project and wants to continue to assist with keeping the city's hydrants in top working condition.

- **Preparing for Fire Season:** With spring arriving, it's time to focus on fire safety. Free dump brochures will be available for the entire month of April to help people dispose of garbage, debris, and other fire hazards. As wildfire risks remain high across the country, it's essential for everyone to do their part to reduce fire risks at home. Information and home inspections are available to help residents prepare. Those outside the city limits can seek assistance from the Department of Natural Resources. You can research by web at wildfire neighbors.

- **Bike Safety & Wildland Fire Information Event:** The community's annual event is planned to be held on May 3rd from 9 AM to 3 PM in front of the fire station. The event will include bike safety for kids and a wealth of information on bike and fire safety for adults. There will also be fire trucks for everyone to check out.

2. Any questions for me currently

Cle Elum Fire Department

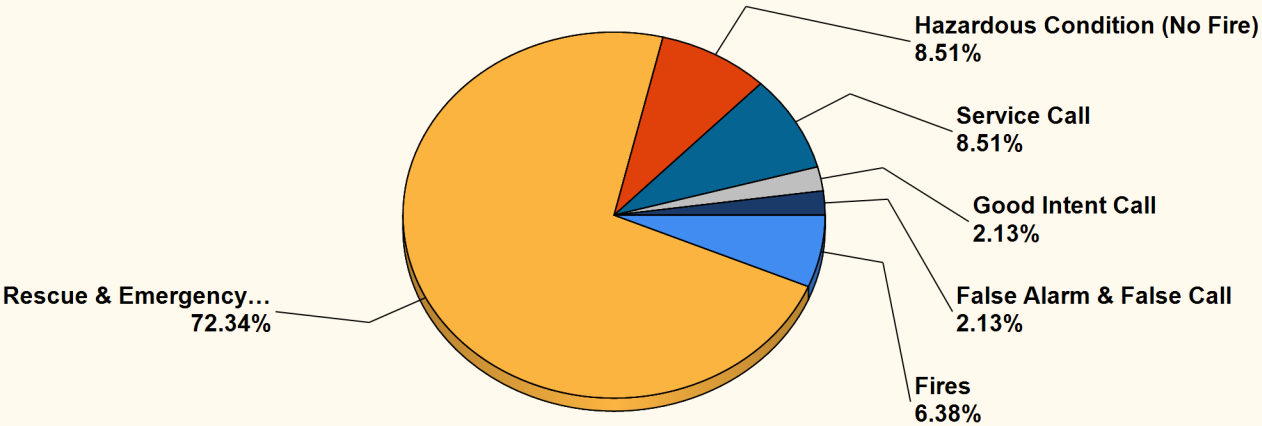
Cle Elum, WA

This report was generated on 3/5/2025 3:01:04 PM



Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 02/01/2025 | End Date: 02/28/2025



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	3	6.38%
Rescue & Emergency Medical Service	34	72.34%
Hazardous Condition (No Fire)	4	8.51%
Service Call	4	8.51%
Good Intent Call	1	2.13%
False Alarm & False Call	1	2.13%
TOTAL	47	100%

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



**EMERGENCY
REPORTING**

emergencyreporting.com
Doc Id: 553
Page # 1 of 2

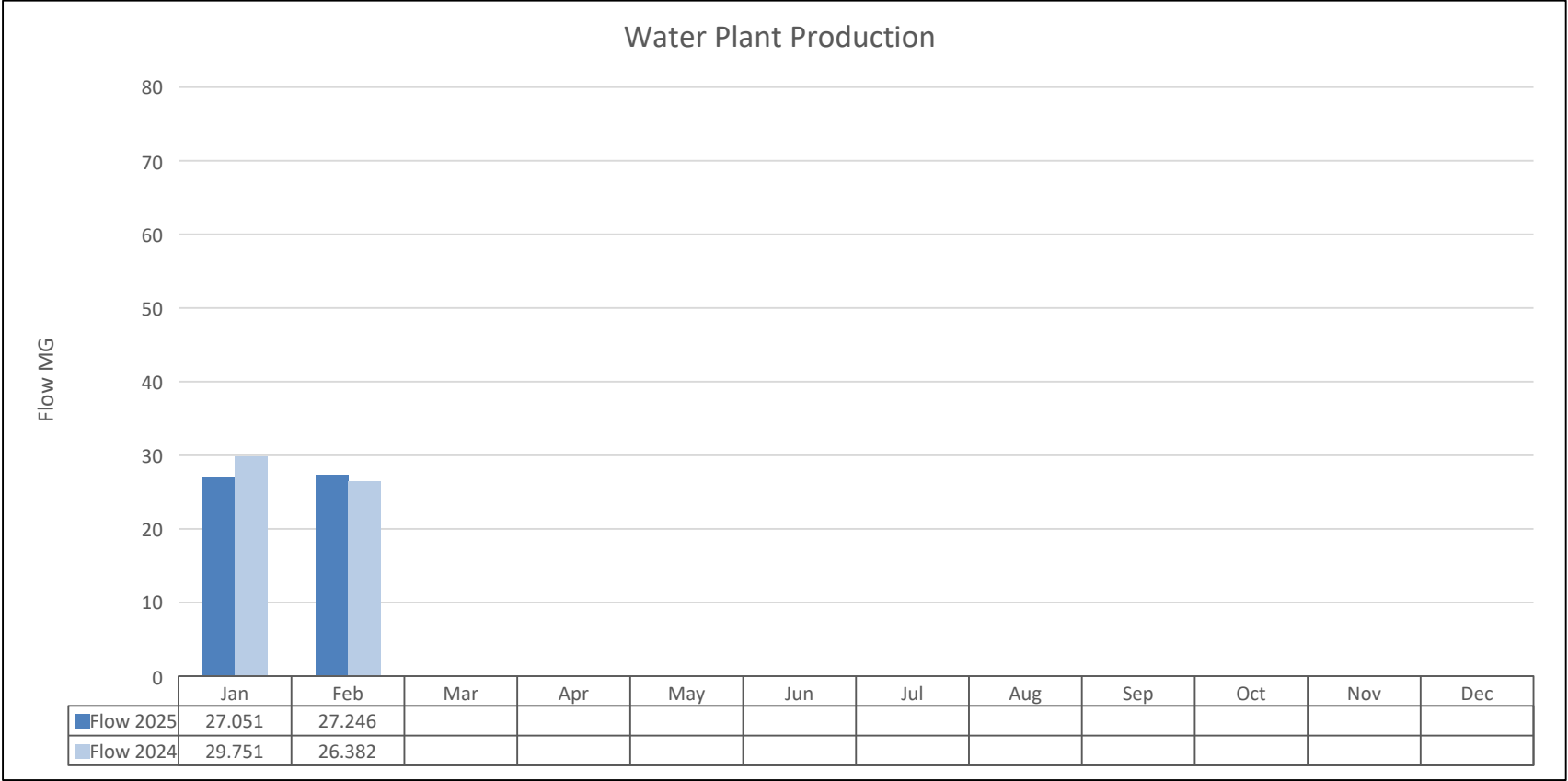
Detailed Breakdown by Incident Type

INCIDENT TYPE	# INCIDENTS	% of TOTAL
111 - Building fire	1	2.13%
131 - Passenger vehicle fire	1	2.13%
132 - Road freight or transport vehicle fire	1	2.13%
311 - Medical assist, assist EMS crew	1	2.13%
321 - EMS call, excluding vehicle accident with injury	33	70.21%
410 - Combustible/flammable gas/liquid condition, other	1	2.13%
412 - Gas leak (natural gas or LPG)	1	2.13%
413 - Oil or other combustible liquid spill	1	2.13%
424 - Carbon monoxide incident	1	2.13%
500 - Service Call, other	1	2.13%
510 - Person in distress, other	1	2.13%
553 - Public service	1	2.13%
561 - Unauthorized burning	1	2.13%
652 - Steam, vapor, fog or dust thought to be smoke	1	2.13%
700 - False alarm or false call, other	1	2.13%
TOTAL INCIDENTS:	47	100%

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

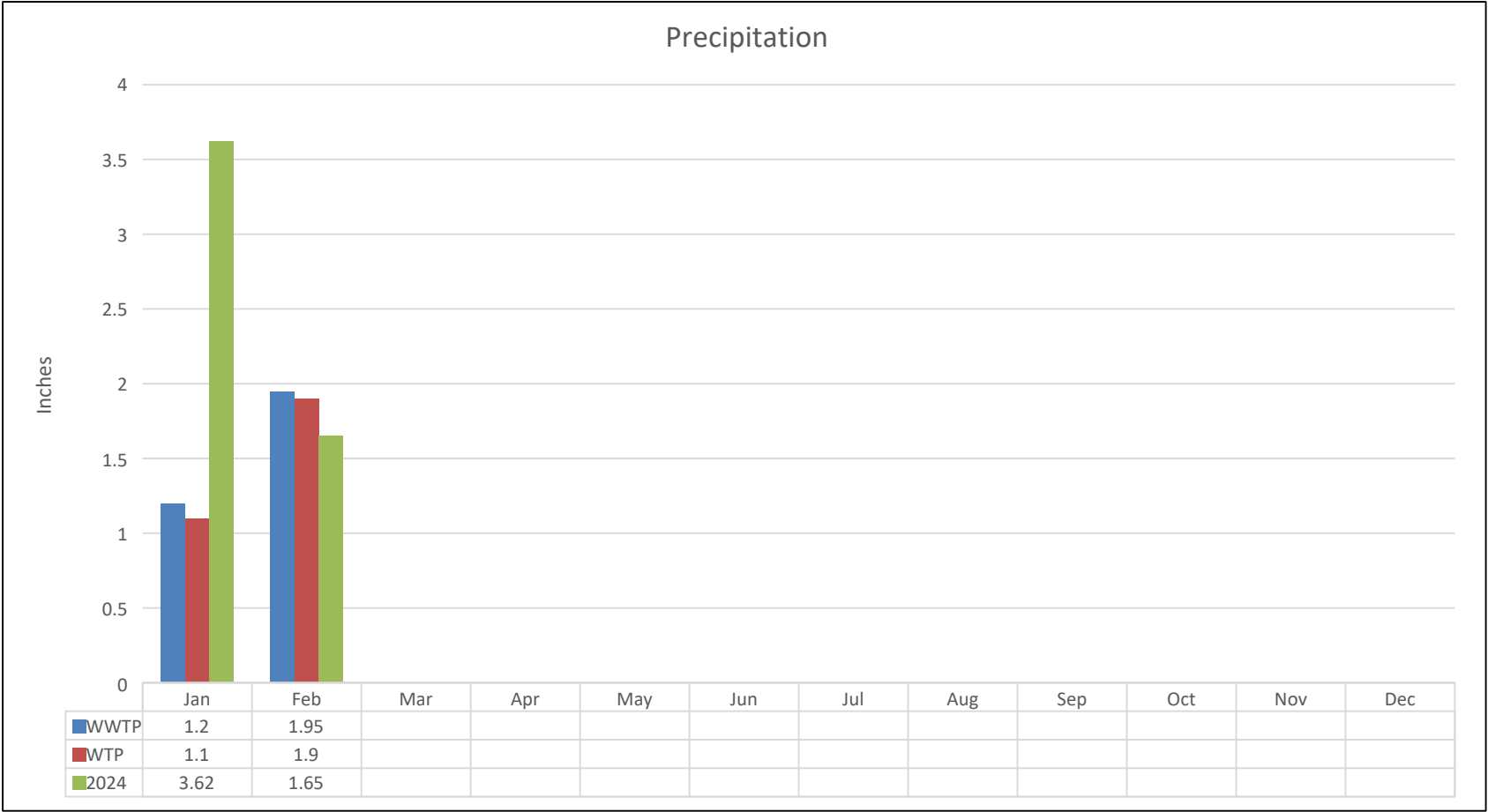


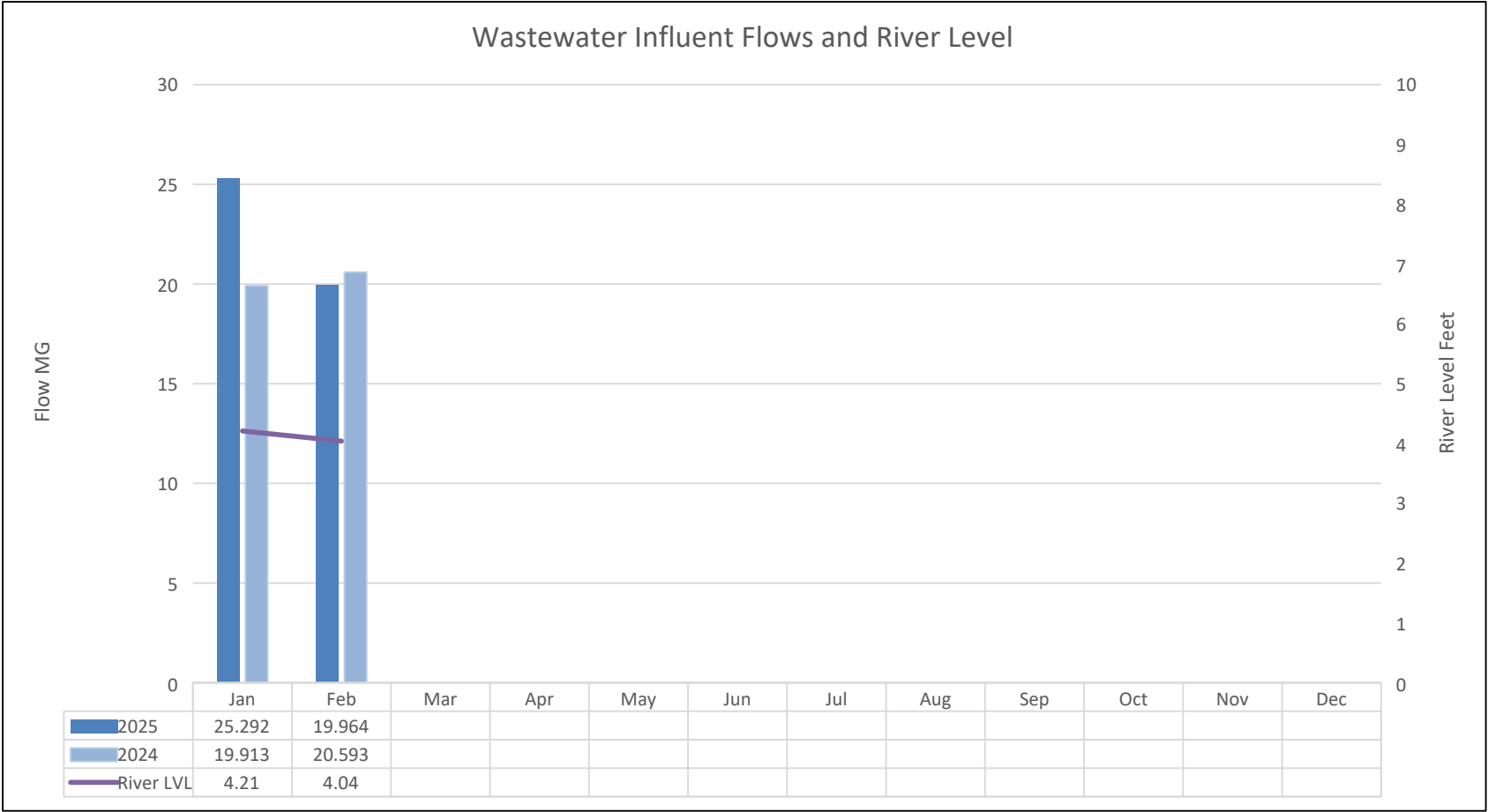


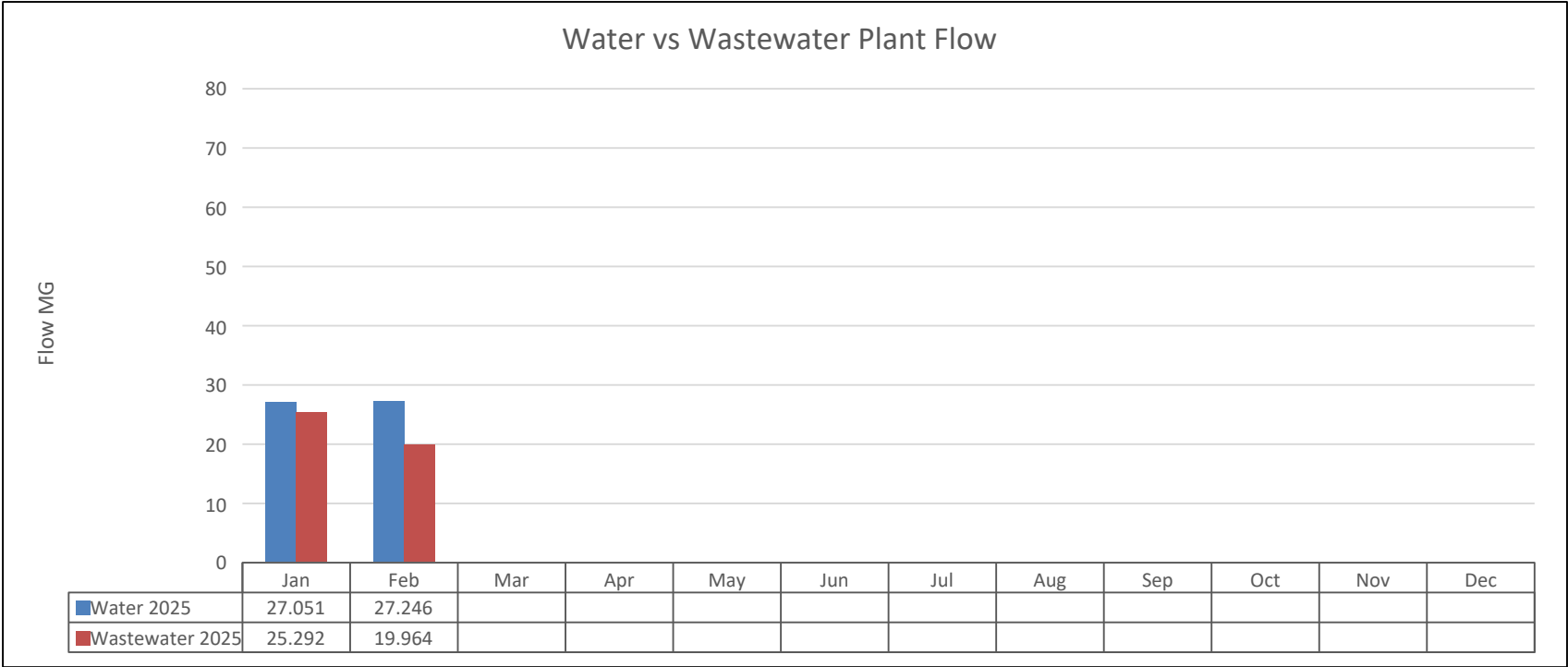


Water Plant Run Time

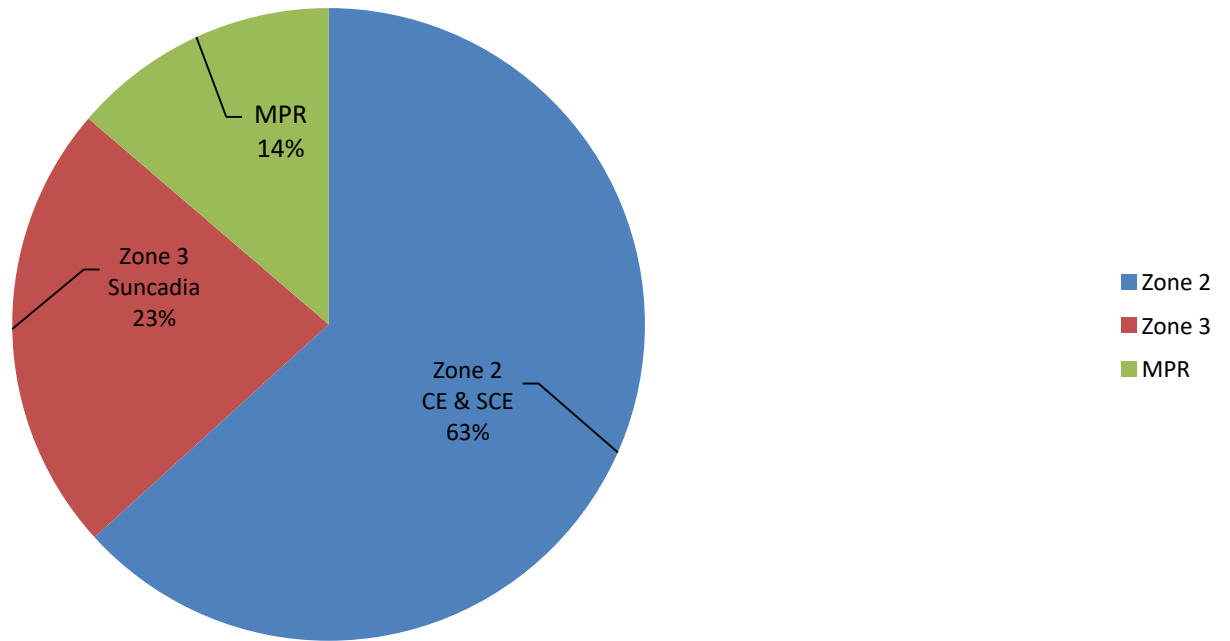








Percent of Flow - February



City of Cle Elum

Periodic Update

Work Plan

March 2025



Background

The City of Cle Elum is a “fully planning” jurisdiction, subject to the requirements of the Washington State Growth Management Act (GMA). The GMA was adopted in 1990 and required cities to develop a comprehensive plan and development regulations to guide future growth. These plans and regulations are periodically updated to incorporate new requirements in state law. Per the GMA, the City of Cle Elum is required to conduct its periodic update every ten (10) years. The periodic update includes the vision, goals and policies contained in the Comprehensive Plan, along with the implementing zoning designations and development regulations.

During this periodic update cycle, due by June 30, 2026, the Washington State Department of Commerce allocated \$100,000 to the City of Cle Elum to review its Comprehensive Plan, Development Regulations, and Critical Areas Ordinance to determine updates necessary to maintain compliance with the GMA.

Work Plan

Cle Elum will be updating its Comprehensive Plan and Development Regulations to plan for an accommodate the next 20 years of anticipated population growth. The GMA Periodic Update includes several phases and corresponding deliverables, beginning with development of this Work Plan and a Public Participation Plan to help guide the process and receive public comment. The initial review components of the Periodic Update include completing Commerce-developed Checklists and developing a population/housing allocation and land capacity analysis. The completion of these Year 1 Tasks will provide Cle Elum with the information necessary to draft the necessary Critical Areas, Development Regulations, and Comprehensive Plan documents for approval in Year 2.

This Work Plan includes a draft timeline when Year 1 and Year 2 deliverables are expected to be ready for review and completion.

Timeline: Draft and adopt Q3-Q4 2024

Outcome: Completed Periodic Update Work Plan

Public Participation Plan

The City of Cle Elum will develop a public engagement plan that will identify activities and events, including how engagement will be used to inform the periodic update. Public engagement will occur throughout the process and will include multiple opportunities for the public to review draft documents and provide input. Anticipated forms of public engagement will include the development of a project web page, a series of open-house style public meetings, SEPA comment period and review, and official public meetings at City Council. All comments submitted throughout the process will be collected in a final document and made available for public review.

A primary goal for this project is to receive robust feedback, comments, and collaboration from the public. While the draft timeline includes identified workshops later in the process, these will not be the only opportunities to provide input. Once drafted, the Public Participation Plan will be presented to City Council for review, approval, and implementation.

Timeline: Draft and adopt Q4 2024 – Q1 2025, with ongoing work throughout the process.

Outcome: Completed Periodic Public Participation Plan outlining several opportunities for the public to engage throughout the process.

Population and Housing Allocation

Cle Elum will work with Kittitas County to determine the population projection for the next 20-years. This population allocation is derived from an analysis of past population growth and anticipated needs of the city. The previous population growth was estimated at 3.12% (Land Use Element – Population Trends, Demographics and Projections).

Similarly, Kittitas County will determine housing allocation for cities throughout the county, across the various income levels. This is the first time the periodic update cycle has required a housing allocation for each income level. The previous comprehensive plan utilized a rate of 2.19 persons per household. Once the allocation for Cle Elum is established, the Housing for All Planning Tool (HAPT) will be utilized to identify housing targets. The snapshots below are examples from the HAPT, and do not include the final population and housing numbers from Kittitas County.

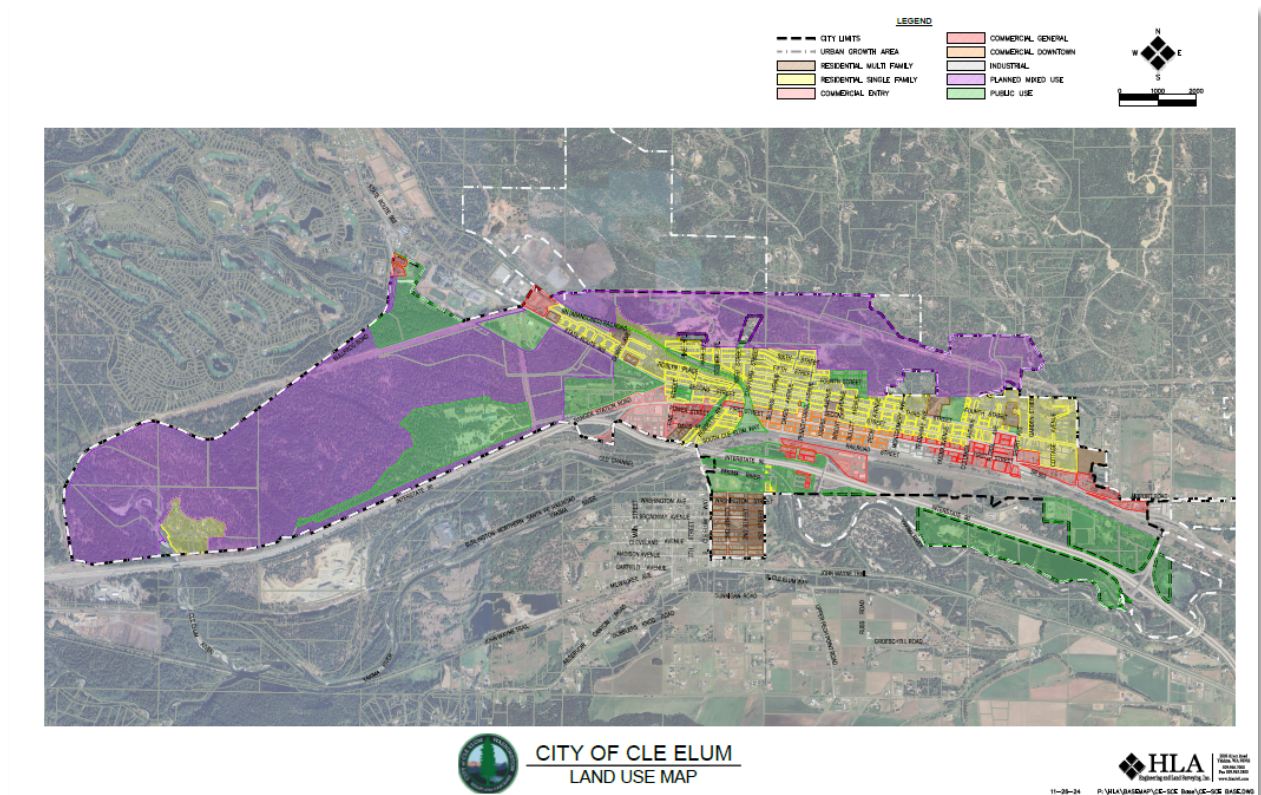
Kittitas County	Projection Year: 2046 Population Target = 60,621										Emergency Housing Needs (Temporary)
	Permanent Housing Needs by Income Level (% of Area Median Income)										
	Total	0-30%		>30-50%	>50-80%	>80-100%	>100-120%	>120%			
		Non-PSH	PSH								
	Countywide Estimated Housing Supply (2020)	19,975	841	1	2,799	6,330	2,814	2,519	4,671	119	
	Countywide Additional Units Needed (2020-2046)	5,626	1,922	581	1,059	411	317	305	1,031	0	
	Sum of Allocation to Jurisdictions (from User Inputs)	0	0	0	0	0	0	0	0	0	
User Input - % Share of Countywide Housing Growth. Values must sum to 100%											
	<-- Sum of user inputs for jurisdiction shares of county future net housing need. If below 100%, increase shares. If above 100%, decrease shares.										
	Permanent Housing Needs by Income Level (% of Area Median Income)								Emergency Housing Needs (Temporary)		
	Total	0-30%		>30-50%	>50-80%	>80-100%	>100-120%	>120%			
		Non-PSH	PSH								
	Estimated Housing Supply (2020)	1,116	27	0	241	442	206	76	124	0	
	Allocation Method A (2020-2046)	0	0	0	0	0	0	0	0	0	

Land Capacity Analysis

To assess the available land for development in Cle Elum, the population and housing allocations previously completed will be analyzed in comparison to the vacant land available within the city limits. GIS data will be used to identify and categorize parcels as vacant, partially vacant, underutilized, and developed. This information will be further examined by zoning district to identify available land for future residential, commercial, industrial, and public development.

Timeline: Q1-Q2 2025

Outcome: Completed land capacity analysis to be utilized in drafting the Comprehensive Plan elements.



Critical Areas Ordinance

The City of Cle Elum's Critical Areas Ordinance (CAO), CEMC Title 18, was last updated in 2023 via Ordinance 1653. The CAO will be reviewed using the Department of Commerce March 2024 [Checklist for Critical Areas](#) to determine areas that need to be updated. Draft documents will be sent to the Department of Ecology (DOE) and Department of Fish and Wildlife (WDFW), in addition to the full list of State Environmental Policy Act (SEPA) agencies, for review and comment prior to adoption.

Timeline: Checklist Q4 2024-Q1 2025. Draft Q3-Q4 2025

Outcome: Completed CAO Checklist, Draft Ordinance, Adopted Ordinance.



Development Regulations

The City of Cle Elum's Development Regulations are contained in CEMC Title 14 (Unified Development Code, Title 16 (Subdivisions), and Title 17 (Zoning). Development regulations will be reviewed using the Department of Commerce June 2024 [Periodic Update Checklist for Fully-Planning Cities](#) to determine areas that need to be updated.

Timeline: Checklist Q4 2024-Q1 2025. Draft Q3-Q4 2025 or Q1 2026.

Outcome: Completed Checklist, Draft Ordinance, Adopted Ordinance.

Comprehensive Plan

The City of Cle Elum's Comprehensive Plan was last updated in 2019. The Comprehensive Plan will be reviewed using the Department of Commerce June 2024 [Periodic Update Checklist for Fully-Planning Cities](#) to determine areas that need to be updated.

RCW 36.70A.070 includes the following mandatory elements for the Comprehensive Plan:

- Land Use
- Housing
- Capital Facilities
- Utilities
- Transportation
- Economic Development
- Parks and Recreation
- Climate Change and Resiliency (This is in-process under a separate grant and will be complete by June 30, 2025)

In addition to the checklist, these elements will be reviewed and updated for consistency with RCW 36.70A.070. The elements will be examined using several tools and data points, including but not limited to, the following:

- Kittitas County population and housing projections
- Housing for All Planning Tool (HAPT)
- Capital Facilities updates – water, sewer, city facilities, etc.
- Transportation counts and updated projects
- Recent building permit activity
- Updated FEMA maps (if applicable)
- Parks and Recreation Inventory

Timeline: Checklist Q4 2024-Q1 2025. Draft Q3-Q4 2025 or Q1 2026.

Outcome: Completed Checklist, Draft Ordinance, Adopted Ordinance.

Environmental Review

Later in the process (potentially Q4 2025) the SEPA Environmental Review process will begin. This will include public notification to SEPA agencies, Tribes, and interested parties. The SEPA review will include the draft comprehensive plan, development regulations, and critical areas ordinance revisions identified in the checklists.

Timeline: Draft SEPA Checklist Q3-Q4 2025. Begin public and agency review process Q1 2026.

Outcome: SEPA Threshold Determination.

Grant Scope and Deliverable Due Dates

Department of Commerce funding for this project is available over the next two years, with half available in each year of the biennium. The following tasks will be completed in accordance with grant requirements:

Department of Commerce funding for this project is available over the next two years, with half available in each year of the biennium. The following tasks will be completed in accordance with grant requirements in Fiscal Years 25 and 26:

Year 1: State Fiscal Year 2025 (FY25) - July 1, 2024 to June 30, 2025

Task	Deliverable	Due Date	FY25 \$
Develop periodic update work plan	Periodic update work plan	June 13, 2025	\$7,500
Develop a public participation plan	Public participation plan	June 13, 2025	\$7,500
Complete critical areas analysis	Critical Areas Checklist	June 13, 2025	\$7,500
Complete comp plan analysis and development regulations	Comprehensive Plan Checklist	June 13, 2025	\$10,000
Population allocation and Housing allocation	Population allocation and Housing allocation	June 13, 2025	\$7,500
Land Use Study	Land Capacity Analysis	June 13, 2025	\$10,000

Year 2: State Fiscal Year 2026 (FY26) - July 1, 2025 to June 30, 2026

Task	Deliverable	Due Date	FY26 %*
Draft Critical Areas Ordinance amendment	Draft Critical Areas Ordinance	June 12, 2026	\$5,000
Critical Areas Ordinance amendment sent to Council	Critical Areas Ordinance sent to Council	June 12, 2026	\$7,500
Draft comprehensive plan amendment	Draft Comprehensive Plan	June 12, 2026	\$10,000
Comprehensive plan amendment sent to Council	Comprehensive Plan sent to Council	June 12, 2026	\$7,500
Draft development regulations ordinance	Draft Development Regulations Ordinance	June 12, 2026	\$7,500
Development regulations ordinance sent to Council	Development Regulations Ordinance sent to Council	June 12, 2026	\$7,500
Public Participation Report	Report detailing public meetings: date/times, topic(s) covered, and summary of public input	June 12, 2026	\$5,000

CITY OF CLE ELUM

PERIODIC UPDATE PUBLIC PARTICIPATION PROGRAM



119 West First Street
Cle Elum, WA 98922
(509) 674-2262
cleelum.gov



Table of Contents

2	Introduction
3	Summary
4	Program Goals
7	Schedule
9	Methods & Tools
13	Roles
14	Conclusion

Introduction

The City of Cle Elum (City) is undertaking a major periodic review of the Comprehensive Plan, Development Regulations, and Critical Areas Ordinance (CAO), as required by the Washington State Growth Management Act (GMA).

This Public Participation Program (Program) describes how the City will engage the public during the 2026 Comprehensive Plan update and associated Development Regulation/CAO update(s).

Our Comprehensive Plan will be developed collaboratively with the community.

Public participation is a key component of the planning process.

During the update, multiple opportunities will be provided to community members to meet and share ideas about the future of Cle Elum. Early and continuous public participation provides a variety of viewpoints which in turn assist in creating a plan that is reflective of the community. Public comments will be encouraged throughout the entirety of the update process.



Summary

The following summarizes public participation in the 2026 Comprehensive Plan update process.

Opportunities for...

Participation

- Attendance at public meetings, events, and workshops
- Survey(s) submissions(s)
- Service on special committees (as applicable)
- Correspondence with City staff (email + mail)

Discussion

- Regular commission and council meetings
- Public hearings
- Workshops and special events (as applicable)
- Presentations to citizen groups, interested community or stakeholder groups (e.g., Cle Elum Downtown Association, Rotary Club of Upper Kittitas County, Upper Kittitas County Senior Center (UKCSC) (as applicable)
- One-on-one meetings with City staff (as available)

Information

- Dedicated webpage on city website; (cleelum.gov/ComprehensivePlan/)
- Social Media (Facebook + Instagram)
- Newspaper of record (Northern Kittitas County Tribune; all hearings will be noticed in the “*LEGALS*” section)
- Hardcopy handouts (available upon request)
- Press releases



Program Goals

1 Outline

Set clear expectations for the process early and explain how feedback will be collected, considered, and applied throughout the update

2 Distribute

Provide objective information to help the public understand the issues and potential solutions. Use clear, accessible language to convey complex concepts

3 Listen

Create opportunities for public input and feedback at various stages of the Comprehensive Plan update. Engage with community members to ensure their voices are heard

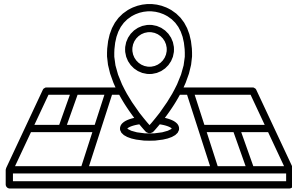
4 Outreach

Make the *Comprehensive Plan* update accessible and relevant to a diverse audience by using a variety of media and materials to engage participants

5 Consensus

Foster general awareness, create an understanding of the plan's positive impact and encourage buy-in from the community for the updated *Comprehensive Plan*

The following elements of the Comprehensive Plan will be involved in the update process:



Land Use

ADOPTED June 25, 2019
(Ordinance No. 1559)

- Amended by Ordinance 1576
ADOPTED December 10, 2019
- Further Amended by
Ordinance 1620
ADOPTED November 22, 2021



Housing

ADOPTED June 25, 2019
(Ordinance No. 1559)

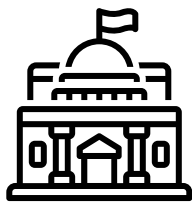
- Amended by Ordinance 1576
ADOPTED December 10, 2019
- Further Amended by
Ordinance 1620
ADOPTED November 22, 2021



Parks and Recreation

ADOPTED June 25, 2019
(Ordinance No. 1559)

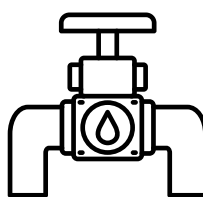
- Amended by Ordinance 1576
ADOPTED December 10, 2019
- Further Amended by
Ordinance 1620
ADOPTED November 22, 2021



Capital Facilities

ADOPTED June 25, 2019
(Ordinance No. 1559)

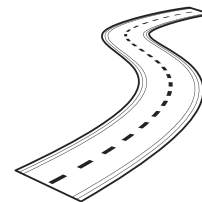
- Amended by Ordinance 1576
ADOPTED December 10, 2019
- Further Amended by
Ordinance 1620
ADOPTED November 22, 2021



Utilities

ADOPTED June 25, 2019
(Ordinance No. 1559)

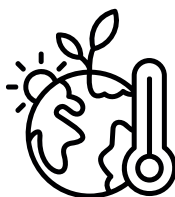
- Amended by Ordinance 1576
ADOPTED December 10, 2019
- Further Amended by
Ordinance 1620
ADOPTED November 22, 2021



Transportation

ADOPTED June 25, 2019
(Ordinance No. 1559)

- Amended by Ordinance 1576
ADOPTED December 10, 2019
- Further Amended by Ordinance
1620
ADOPTED November 22, 2021



Climate Change and Resiliency Element

Completed by June 30, 2025
under a separate grant



Appendices

ALL appendices will be
reviewed

In addition, all development regulations will be reviewed and updated according to the Washington State Department of Commerce’s mandatory requirements (*as outlined in their Periodic Update Checklist for Fully-Planning Cities*) and any amendments necessary to facilitate the goals of the Comprehensive Plan.



LOCAL GOVERNMENT DIVISION
GROWTH MANAGEMENT SERVICES

Periodic Update Checklist for Fully-Planning Cities

Notice: This checklist has been updated with the new 2024 GMA legislation. Rows that include new 2023 and 2024 legislative changes or updated Commerce guidance are shown in light orange, and all statutory changes adopted since 2015 are emphasized in highlighted text to help identify new GMA requirements that may not have been addressed during the last periodic update or through other amendments outside of the required periodic update process. Additionally, amendments to the GMA are summarized in this document on Commerce’s [GMA Laws and Rules webpage](#).

City

Staff contact, phone + email

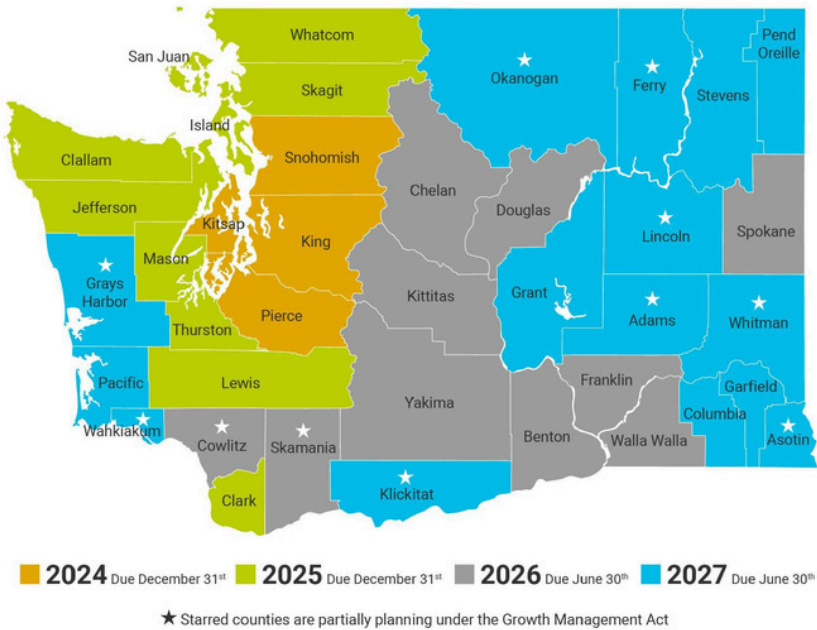
Overview: This checklist is intended to help cities that are fully planning under the Growth Management Act (GMA) conduct the “periodic review and update” of *comprehensive plans* and *development regulations* required under [RCW 36.70A.130 \(5\)](#). This checklist identifies components of comprehensive plans and development regulations that may need updating to reflect the latest local conditions or to comply with GMA changes since the last periodic update cycle (2015-2018).

Local governments should review local comprehensive plan policies, countywide planning policies and multicounty planning policies (where applicable) to be consistent with the new requirements.

Checklist Instructions

Please use the most recent versions of your comprehensive plan and development regulations to fill out each item in the checklist and answer the following questions:

Is this item addressed in your current plan or development regulations? If YES, fill in the form with citation(s) to where in the plan or regulation the item is addressed. Where possible, we recommend citing policy or goal numbers by element rather than page numbers, since these can change. If you have questions about the requirement, follow the hyperlinks to the relevant statutory provision or rules. If you still have questions, visit the [Commerce Periodic Update webpage](#) or contact the [Commerce planner assigned to your region](#).



Schedule

The City of Cle Elum, as a fully planned community under RCW 36.70A.130, must complete a periodic update for the entire Comprehensive Plan and development regulations, and Critical Areas Ordinance, on or before June 30, 2026. To achieve this deadline, it is anticipated that beginning in the fall of 2024, Planning Commission meetings will include regular process updates, when available. The City will draft elements (e.g., chapters) within the Comprehensive Plan during year 2 of the funding cycle. The final approval process will be completed at the end of the planning process.

Regular Meetings

Planning Commission

The Planning Commission will discuss updates to the Comprehensive Plan during their regularly scheduled, monthly meetings. Comments received during these meetings will be considered as plan amendments are being drafted. Comments received may guide other amendments and/or updates and are therefore critical to the final planning document.

6:00 PM

(First and Third Tuesdays of the Month)

City Hall | Council Chambers

119 West 1st Street, Cle Elum, WA 98922

zoom  Virtual attendance available

Study Sessions

City Council

The City Council will follow the Planning Commission's work on the plan update by reviewing the Planning Commission's meeting minutes and occasionally discussing the work at regularly scheduled study sessions. The City Council's adoption of the plan will depend on the Planning Commission's timing for a public hearing and its final recommendation(s).

6:00 PM

(Second and Fourth Tuesdays of the Month)

City Hall | Council Chambers

119 West 1st Street, Cle Elum, WA 98922

zoom  Virtual attendance available

Our implementation of the program will be based on the set goals, methodology, and outreach tools as described in this document.

Here is the Program's grant schedule:

<i>Year 1: State Fiscal Year 2025 (FY25) - July 1, 2024 to June 30, 2025</i>		
Task	Deliverable	Due Date
Develop periodic update work plan	Periodic update work plan	June 13, 2025
Develop a public participation plan	Public participation plan	June 13, 2025
Complete critical areas analysis	Critical areas checklist	June 13, 2025
Complete comp plan analysis and development regulations	Comprehensive plan checklist	June 13, 2025
Population allocation and housing allocation	Population allocation and housing allocation	June 13, 2025
Land use study	Land capacity analysis	June 13, 2025
<i>Year 2: State Fiscal Year 2026 (FY26) - July 1, 2025 to June 30, 2026</i>		
Task	Deliverable	Due Date
Draft critical areas ordinance amendment	Draft critical areas ordinance	June 12, 2026
Critical areas ordinance amendment sent to Council	Critical areas ordinance sent to Council	June 12, 2026
Draft comprehensive plan amendment	Draft comprehensive plan	June 12, 2026
Comprehensive plan amendment sent to Council	Comprehensive plan sent to Council	June 12, 2026
Draft development regulations ordinance	Draft development regulations ordinance	June 12, 2026
Development regulations ordinance sent to Council	Development regulations ordinance sent to Council	June 12, 2026
Public Participation Report	Report detailing public meetings: date/times, topic(s) covered, and summary of public input	June 12, 2026



Methods and Tools

Traditional outreach methods such as meetings, workshops, presentations, etc., will play an important role in public engagement. We will use a variety of new engagement tools to ensure a broad and diverse population has been informed of the process and is given an opportunity to provide comments. Public participation methods and tools may be reviewed and/or refined throughout the update process, as needed. The anticipated public outreach methods and tools included are highlighted on the following pages.



Face-to-face

Community Events

Engagement Nights

The Community Development Department is planning on staffing an information table during various Community Engagement Nights to provide information and solicit feedback on topics related to the update.

Visioning Workshops

Led by the Mayor, the City is hosting three (3) visioning sessions for creative problem-solving - finding a way to preserve what we value as we embrace a new, different future, three crucial topics. Information gathered at these events will be used to support the update. The discussion topics are:



Housing a Community

What types of housing and community amenities do you want to see in Cle Elum?



Sustainable Tourism

How can we shape a tourism economy that balances corporate interests with local entrepreneurship?



Accountable Stewardship

How can we explore ways to safeguard our rivers, trails, and the natural beauty of our corner in the Cascade Mountains?

Digital

The City is planning on using traditional email correspondence, website narratives, and social media platforms to share public meeting dates, and upcoming event reminders, and address update-related topics.

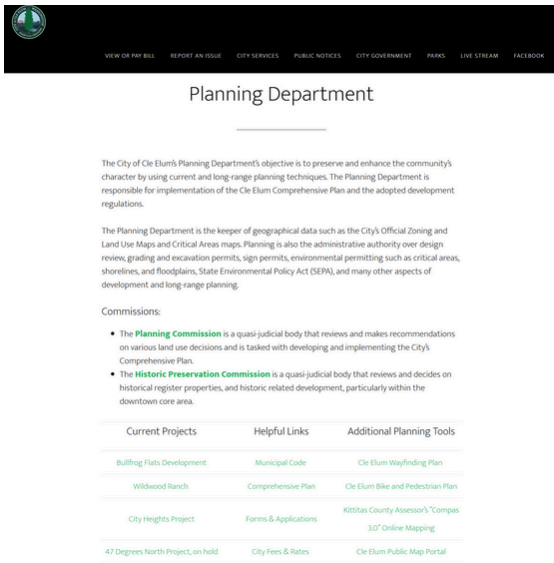
Website + Webpage. In addition to the City’s primary website, we will maintain a webpage dedicated to the 2026 Comprehensive Plan Update. The website will include draft documents, meeting information, staff contact information, and helpful links for public engagement. Documents such as the Public Participation Plan, Draft Comprehensive Plan (during various stages of public review), existing Comprehensive Plan, and support materials, will be made available online.

City Website; cleelum.gov
Comprehensive Plan Webpage; cleelum.gov/ComprehensivePlan

Email. The City’s planning department email is planning@cleelum.gov. To provide a consistent contact for this update individuals can email Colleda Monick at planning@cleelum.gov.

Social Media. Informational posts will be shared on the City’s social media accounts: Facebook; facebook.com/cityofzillah
Instagram; @cityofcleelum

Survey Monkey. The City is planning to use at least two (2) surveys to collect feedback from the community during the update. Utilizing Survey Monkey, survey questions will be distributed in an online format and shared via email, social media platforms, and the website/webpage.



Media



Newspaper Legal Notice. When appropriate, the City is planning to expand standard print legal notices to include display ads (both digital and hard copy) and other printed information:

- Public notices will be posted in the Northern Kittitas County Tribune, following the required public noticing procedures outlined in Cle Elum Municipal Code (CEMC) 14.30.110.
- Notices may be the required “legal” notice but may also include display advertising.

Press Releases. Press Releases and/or written columns may be used to highlight topics or provide a deep dive into complex issues. Press releases are provided digitally via email and on the City’s website in the “News & Notices” section.

Mail



The City has generally moved away from “blanket” mailings. However, mailing hard copies of materials may be performed as needed throughout the process.

- Community members within city limits may at any time during the update process request a paper copy of the materials.
- City residents may request to be put on a mailing list to receive future mailings.
- Blanket mailings may be sent, for formal processing, such as SEPA review.

Boards



The City is planning to expand traditional public legal postings by placing, when appropriate, information in additional locations throughout the community.

- Public notices identifying public hearing dates and times, workshops, surveys, etc., will be posted on notice boards located at City Hall, following the required public noticing procedures outlined in CEMC 14.30.110.
- Notices may be posted at other locations, such as the post office, grocery store, or other public gathering spaces.

The Comprehensive Plan is a collaborative effort involving the local community, elected officials, appointed volunteers, stakeholders, and city staff.

Roles

Public participation is a key component of the City’s planning process. Knowing the roles of each group in the planning process will help to build understanding and trust in the process.

Community

2,157 POPULATION
(2020 Decennial Census)

Anyone who lives, works, visits, or interacts with the City of Cle Elum is welcome to provide comments. We will utilize the tools outlined in this program to connect with and provide a voice to as many people and organizations as possible. This includes engagement with marginalized communities.

City Staff/Consultant Team

02 TEAM MEMBERS

The Community Development Department and Consultant Team will lead and facilitate the update to the Comprehensive Plan and associated development regulations update. This may include overseeing consultants, facilitating and coordinating public meetings and events; and presenting materials to the public, the Planning Commission, and the City Council throughout the process. City staff are also responsible for public notification and ensuring the accessibility of documents.

Planning Commission

07 BOARD MEMBERS
(4-year Term Service)

The Planning Commission is responsible for considering all public comments, taking into account the community’s best interests, directing amendments, and making a formal recommendation to the City Council.

Elected Officials

01 MAYOR AND 07 COUNCIL MEMBERS
(4-year Term Service)

The City Council will take into consideration the Planning Commission’s recommendations, including public comments, before making a final decision. A public hearing will be held for the final draft prior to City Council action. Public notice will be provided, in accordance with state law and the Cle Elum Municipal Code (CEMC).

Conclusion

This Program may be updated as conditions change or if additional resources to support outreach activities become available.

To provide feedback, please contact the City's Planner, (509) 674-2262.



Visit Us

119 West First Street
Cle Elum, WA 98922



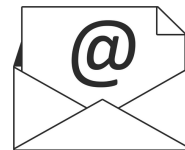
Write Us

119 West First Street
Cle Elum, WA 98922



Call Us

(509) 674-2262



Email Us

planning@cleelum.gov



Consideration for Consolidation

- Kittitas County Fire Protection District 6
- Roslyn Fire Department
- Cle Elum Fire Department
- South Cle Elum Fire Department

*Enhancing Fire Protection and Emergency Services
in Upper Kittitas County*





Goals for a consolidation effort might include:

- Providing cost-effective and efficient delivery of services on an expanded basis.
- Providing a strong system for performing initial fire attack and an improved organization for effectively managing larger-scale emergencies.
- Providing the capability to deliver additional special resources or services that are not cost-effective at the current level.
- Expand upon BLS transport opportunities/revenue opportunities.
- Reducing redundant programs and overhead costs.
- Streamlining and integrating systems.
- Expand/update database to evaluate service levels throughout the new organization.
- Reducing overhead positions (duplicated administrative positions) and increasing the number of line personnel to enhance labor-intensive operations
- Attaining reductions through attrition and reassignment.
- Minimizing emotional reaction to change by verifying the planning process is driven by facts and involves all parties.



Benefits from consolidation might include:



Enhanced Coverage: Guaranteed timely response. Improved response times, more responders per call. BLS transport to relieve HD#2. *Daytime - when volunteers are typically not available.*



Resource Distribution: Efficient use of equipment and personnel.



Training and Professional Development: Enhancing firefighter safety, wellness, and knowledge by improving the agency's effectiveness to ensure excellence.



Community Safety: Increased safety and security for residents and visitors.



Reduction of Redundancies: Administrative staff. Apparatus, buildings.



Improved WSRB Rating: Possible Protection Class improvement to PC 4 for the entire proposed area of consolidation: Commercial property insurance benefits (greatly) & personal property benefits.

Personnel/Services

KCFPD6

5 full time paid
4 stipend (monthly)
16 volunteer

13 EMT's

Structure/wildland/EMS
Ice/Water/Rope (high-low)
Avalanche/Community RX

Roslyn

1 Stipend (monthly)
17 volunteer

10 EMT's

Structure/wildland/EMS

Cle Elum

1 full time paid
1 part time paid
33 volunteer

7 EMT's (17 Transport)

Structure/wildland/EMS
Ice/Water/Rope (high-low)

S. Cle Elum

1 Stipend
9 volunteer

4 EMT's

Structure/wildland/EMS



Apparatus/Stations/**WSRB**

KCFPD6 X3

4

Roslyn X1

5

Cle Elum X2

6

S. Cle Elum X1

7

2018

Rosenbauer
1,000 gallons
4X4

2024

Rosenbauer
3,000 gallons

2000

International
3,000 gallons

2025 Ford F250
S

2024 Ford F550
B

2014 Ford Aid
Car

2013 Ford F550

2020

International
750 gallons
4X4

2002 Ford

1,000 gallons

2020 Ford 4X4
A

2020 Ford F550
B

2014 Ford F450
B

2000 Ford F550
B

Polaris SXS

2018 Spartan

750 gallons

1997 E1
750 gallons

1992 Ford
4,000 gallons

2009 Ford Aid
Car

2008 7400 B
1999 Ford Excu
S

1998 Ford Aid
Car

1996 Freight
HR

1989 Ford F350
B

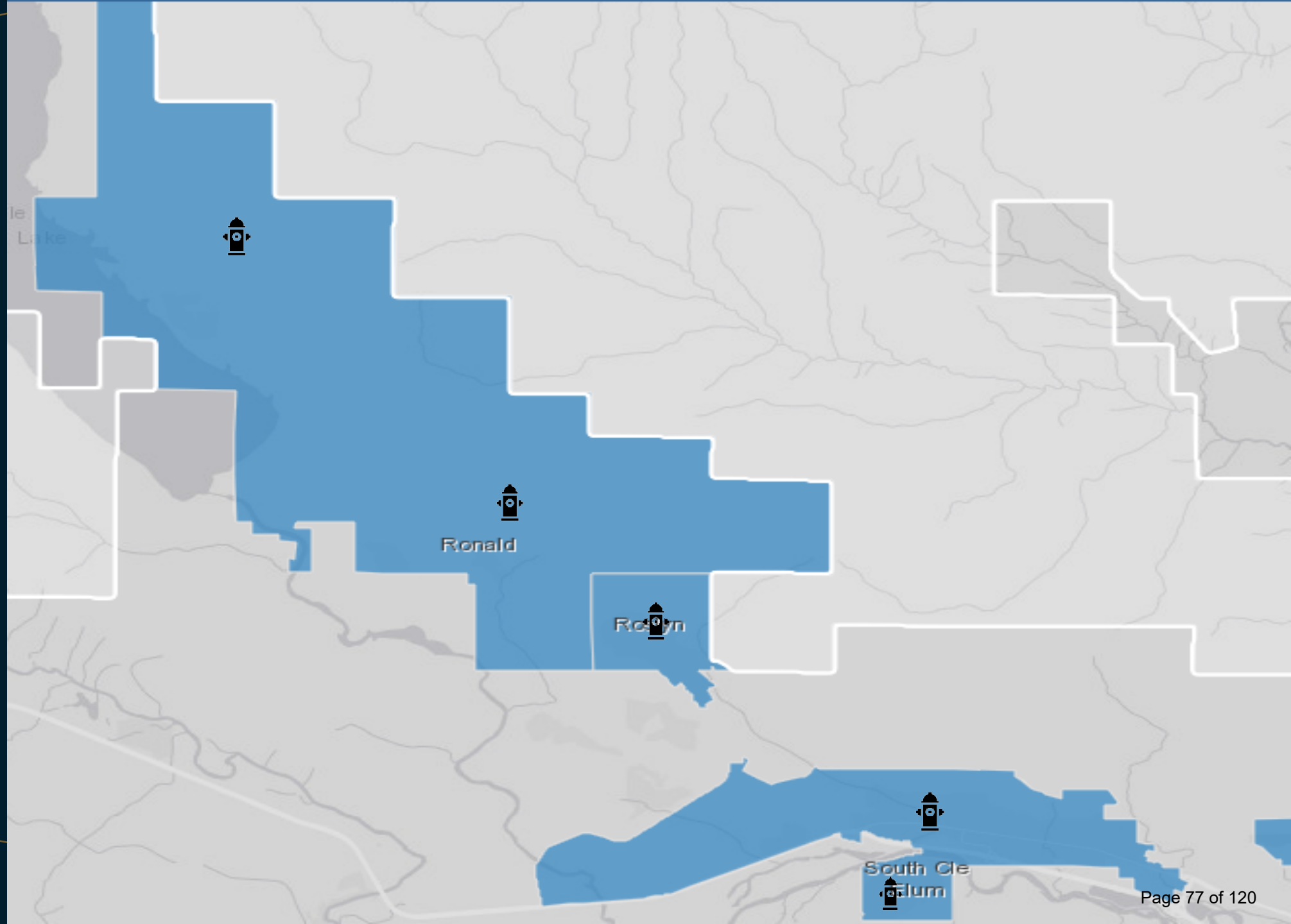
2001 E1

500 gallons

1992 F350



Stations 903 Corridor



CURRENT VALUATION & PROJECTED REVENUE

KCFPD6 - 1,043,473,958

Roslyn - 347,900,599

Cle Elum - 656,397,624

S. Cle Elum - 109,766,225

Current combined valuation = **2,157,538,406**

Year over year growth trend over past 5 - 7 years = ~15%

**D6 dropped in valuation by 20 million this year while municipalities grew between 10-15%*

Estimated combined valuation for 2027,
2.5 – 2.7 Billion

Estimated levy lift at \$1 per thousand in 2027

BUDGET = 2.5 – 2.7 MILLION

Estimated levy lift at \$1.25 per thousand in 2027

BUDGET = 2.9 – 3.1 MILLION



STAFFING

Fire Chief

Department Secretary/Financial Officer

Deputy Chief - Operations/Maintenance

Deputy Chief - Planning/Logistics

Administrative Captain – EMS/Community
Medicine/Training

Captain – MSO, CHW ----- grant, CHW

LT - Structure

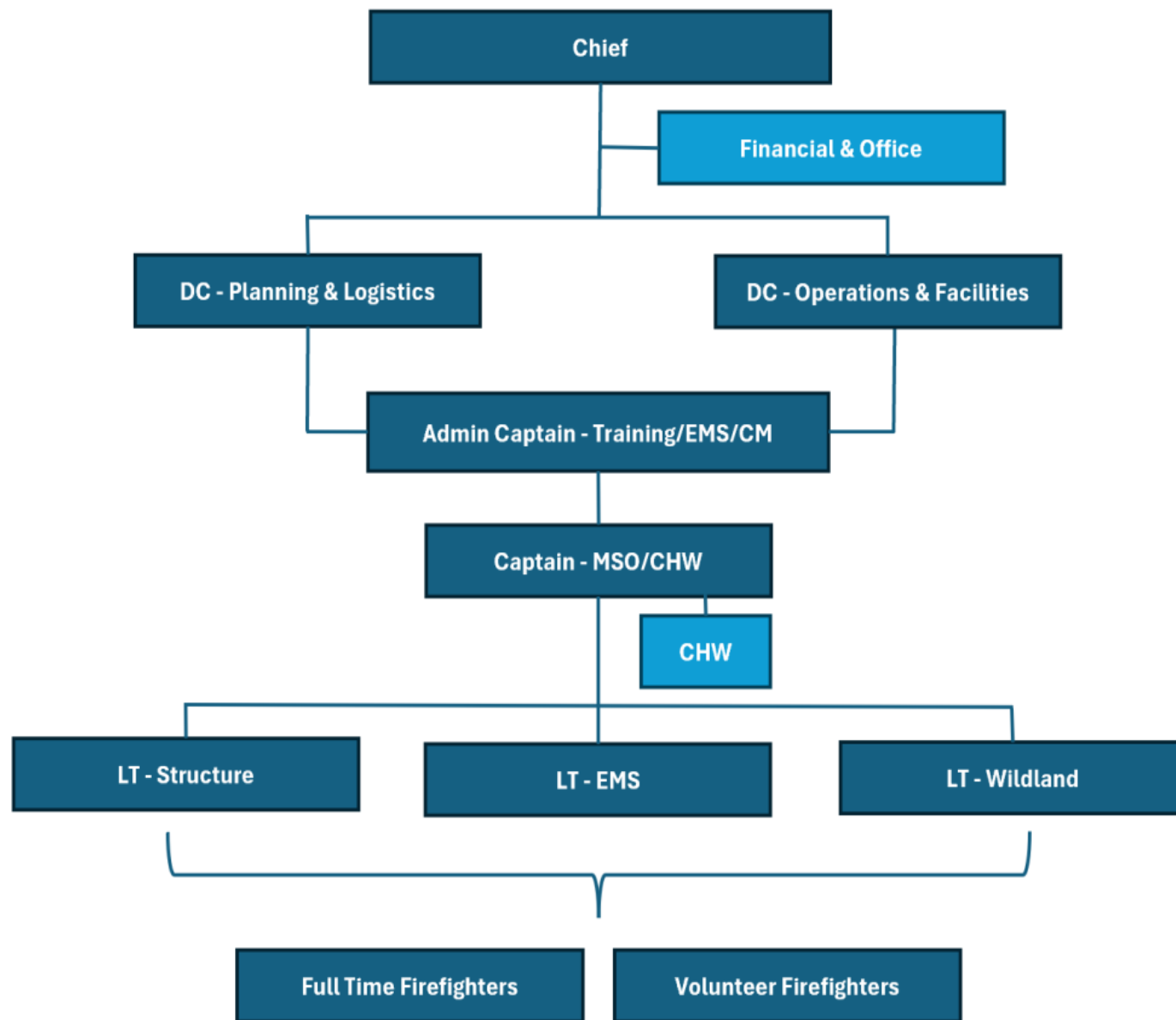
LT – Wildland/Special Ops

LT – EMS

Firefighters X6

~ \$1.75 million or 65% of total \$2.7 million budget





	OPTION 1 City Fire Department	OPTION 2 Contract for Services	OPTION 3 Form Contiguous FPD – Resolution Method¹	OPTION 4 Form Contiguous FPD – Petition Method²	OPTION 5 Form Independent RFA with FPD#6³	OPTION 6 Form Administrative RFA with FPD#6³	OPTION 7 Annex into FPD#6⁴
Background	No change City continues to provide volunteer fire service within the City and under its mutual aid agreement with FPD#6 City EMS would continue, subject to further coordination or other agreement with Medic One and FPD#6	City contracts with FPD#6 for fire service and then discontinues all City fire service and EMS⁵ FPD#6 would provide fire and EMS pursuant to contract, which may include further coordination or other agreement with Medic One	Pursuant to City resolution and voter approval, FPD is formed contiguous with the City's boundaries, and the City then discontinues all City fire service and EMS New FPD would continue fire and EMS, subject to further coordination or other agreement with Medic One and FPD#6	Pursuant to voter petition and voter approval, FPD is formed contiguous with the City's boundaries, and the City then discontinues all City fire service and EMS New FPD would continue fire and EMS, subject to further coordination or other agreement with Medic One and FPD#6	The City and FPD#6 form an RFA City discontinues all fire service and EMS New RFA would continue fire and EMS, subject to further coordination or other agreement with Medic One	The City and FPD#6 form an RFA City continues existing fire service and EMS and participates in RFA for regional coordination New RFA would provide regional coordination of services between City and FPD#6, subject to further coordination or other agreement with Medic One and other regional fire and EMS providers	City annexes into FPD#6 and then discontinues all fire service and EMS Prior to annexation, the City and FPD#6 enter into an annexation agreement⁶ FPD#6 would continue fire and EMS, subject to annexation agreement and/or further coordination or other agreement with Medic One
			NOTE: Options 3 and 4 can be combined with either Option 5 or Option 6				
Governance	Mayor & City Council No change	By contract City involvement and oversight is determined by contract Final governance authority will be held by the contracted fire jurisdiction	City Council or separately elected Fire Commission	Fire Commission	RFA Governing Body	RFA Governing Body	FPD #6 Fire Commission
					The Governing Body would be made up of City and FPD#6 elected officials, or separately elected Commissioners, or both⁷	The Governing Body would be made up of City and FPD#6 elected officials, or separately elected Commissioners, or both⁷	The boundaries of FPD#6 would adjust to include the City, and the City's voters would become a part of the FPD#6 electorate⁸
Other jurisdictional approval / process	N/A	Contract negotiations	Notice and public hearing on resolution adopted by City Council	Petition signed by 10% of registered voters; notice, public hearing, and approval of County Commission	City and FPD#6 form RFA planning committee and draft RFA plan	City and FPD#6 form RFA planning committee and draft RFA plan	FPD#6 approval (by Board of Fire Commissioners)

	OPTION 1 City Fire Department	OPTION 2 Contract for Services	OPTION 3 Form Contiguous FPD – Resolution Method¹	OPTION 4 Form Contiguous FPD – Petition Method²	OPTION 5 Form Independent RFA with FPD#6³	OPTION 6 Form Administrative RFA with FPD#6³	OPTION 7 Annex into FPD#6⁴
Voter approval	N/A	None	Simple majority of City voters ⁹	60% majority of voters in new FPD boundaries	Simple majority (of RFA voters) ¹⁰	Simple majority (of RFA voters) ¹⁰	Simple majority (of City voters)
Minimum levels of service – Fire¹¹	None	None	None	None	None	None	None
Minimum levels of service – EMS¹²	If provided	If provided	If provided	If provided	If provided	If provided	If provided
City general fund for other purposes	No change	Potentially minimal change City fire service and EMS expenses shifted to payment obligations under service contract	Potentially minimal change City fire service and EMS expenses shifted to new FPD, but City regular levy reduced (see “City regular levy” below)	Likely increases City fire service and EMS expenses shifted to new FPD, and City regular levy remains unchanged (see “City regular levy” below)	Likely increases City fire service and EMS expenses shifted to RFA	Reduced by cost of RFA, unless RFA imposes separate levy City fire service and EMS expenses continue Portion of FRA costs paid by City, unless RFA imposes separate levy	Likely increases City fire service and EMS expenses shifted to FPD#6
City regular levy	No change	No change	City regular levy reduced by new FPD levy and subsequent increases in FPD levy ¹³	No mandated reduction in City regular levy	If imposed, no practical impact on regular levy Maximum levy rate reduced by RFA rate ¹⁴	No change The RFA could be formed with or without a regular levy ¹⁴	No practical impact on regular levy Maximum levy rate reduced by FPD rate ¹⁵
Fire levy	None	None	New FPD levy extended to City area	New FPD levy extended to City area	If imposed, new RFA levy extended to City area	If imposed, new RFA levy extended to City area	Existing FPD#6 regular levy extended to City area
EMS levy¹⁶	Medic One	Medic One	Medic One	Medic One	Medic One	Medic One	Medic One
City fire and EMS assets and equipment	No change	Allocated by contract	Transfer to FPD, unless provided by agreement ¹⁷	Allocated by agreement	Transfer to RFA, unless otherwise provided by RFA plan ¹⁸	Transfer to RFA, unless otherwise provided by RFA plan ¹⁸	Allocated by annexation agreement

	OPTION 1 City Fire Department	OPTION 2 Contract for Services	OPTION 3 Form Contiguous FPD – Resolution Method¹	OPTION 4 Form Contiguous FPD – Petition Method²	OPTION 5 Form Independent RFA with FPD#6³	OPTION 6 Form Administrative RFA with FPD#6³	OPTION 7 Annex into FPD#6⁴
Voter approval	N/A	None	Simple majority of City voters ⁹	60% majority of voters in new FPD boundaries	Simple majority (of RFA voters) ¹⁰	Simple majority (of RFA voters) ¹⁰	Simple majority (of City voters)
Minimum levels of service – Fire¹¹	None	None	None	None	None	None	None
Minimum levels of service – EMS¹²	If provided	If provided	If provided	If provided	If provided	If provided	If provided
City general fund for other purposes	No change	Potentially minimal change City fire service and EMS expenses shifted to payment obligations under service contract	Potentially minimal change City fire service and EMS expenses shifted to new FPD, but City regular levy reduced (see “City regular levy” below)	Likely increases City fire service and EMS expenses shifted to new FPD, and City regular levy remains unchanged (see “City regular levy” below)	Likely increases City fire service and EMS expenses shifted to RFA	Reduced by cost of RFA, unless RFA imposes separate levy City fire service and EMS expenses continue Portion of FRA costs paid by City, unless RFA imposes separate levy	Likely increases City fire service and EMS expenses shifted to FPD#6
City regular levy	No change	No change	City regular levy reduced by new FPD levy and subsequent increases in FPD levy ¹³	No mandated reduction in City regular levy	If imposed, no practical impact on regular levy Maximum levy rate reduced by RFA rate ¹⁴	No change The RFA could be formed with or without a regular levy ¹⁴	No practical impact on regular levy Maximum levy rate reduced by FPD rate ¹⁵
Fire levy	None	None	New FPD levy extended to City area	New FPD levy extended to City area	If imposed, new RFA levy extended to City area	If imposed, new RFA levy extended to City area	Existing FPD#6 regular levy extended to City area
EMS levy¹⁶	Medic One	Medic One	Medic One	Medic One	Medic One	Medic One	Medic One
City fire and EMS assets and equipment	No change	Allocated by contract	Transfer to FPD, unless provided by agreement ¹⁷	Allocated by agreement	Transfer to RFA, unless otherwise provided by RFA plan ¹⁸	Transfer to RFA, unless otherwise provided by RFA plan ¹⁸	Allocated by annexation agreement



Governance (current)

KCFPD6 - 3 Fire Commissioners

Roslyn - City Council

Cle Elum - City Council

S. Cle Elum - City Council



Governance (proposed)

5 Fire Commissioners

KCFPD6 - 3

Roslyn - 1

Cle Elum - 1

Note: Elected positions! As positions terms expire, new representation will be voted in from within the entire new FD boundary.





BREATHING “NEW LIFE” INTO EMERGENCY SERVICES DELIVERY

Next Steps:

- **Mayors and Commissioner Chair** – Present idea to respective boards/councils for feedback.
 - o Further study?
 - o Refinement?
 - o Resolution and adoption?
- **Chiefs** - Explore opportunities to reduce redundancy & standardize services and programs across our organizations.
 - o Training.
 - o Policies/procedures.
 - o Public relations.
 - o Equipment.
 - o Response.





THANK YOU

Chief T. Jackson

Chief C. Reagan

Chief E. Mills

Chief N. Henderson

CITY OF CLE ELUM
Public Works Department

AGENDA
STAFF REPORT

AGENDA DATE: March 11, 2025

ACTION REQUESTED: Approval of four CA agreements for federally funded projects

BACKGROUND:

CA agreements needing Council approval:

1. Signalized Intersection Safety Improvement at W First St and Hartwig Blvd:

- a. From the 2024 City Safety Program. Construction of signal modifications including addition of protected/permitted left turn signal heads, radar detection, reprogramming signal controller for detection and phasing, installing back plates on all signals, and construction of new ADA-compliant curb ramps, pedestrian push buttons, and pavement markings. curb and gutter, sidewalks, storm drainage, illumination, guardrail, signage, and pavement markings.
- b. Total project cost is approximately \$333,000

2. First Street & Oakes Avenue Resurfacing:

- a. From the 2024 Surface Transportation Block Grant (STBG) program. The City is seeking design and construction funding for the First Street and Oakes Avenue Resurfacing project. With WSDOT not planning on resurfacing this corridor within their 10-year program, they are in support of the City securing funding to preserve the roadway. Work items will include producing design plans for resurfacing the roadway, WSDOT review of proposed work, bidding and securing a construction contractor, and constructing the resurfacing project.
- b. Total project cost is approximately \$825,000

3. Stafford Avenue Sidewalk and SR 903 Speed Camera:

- a. From 2024 STBG Transportation Alternatives (TA) program. This project will construct sidewalks on the east side of Stafford Avenue from Second Street to Third Street, 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. Major work will include designing and constructing sidewalk along with procuring and installing the safety camera.
- b. Total project cost is approximately \$185,000

4. Park Avenue Corridor Feasibility Study:

- a. From the 2024 STBG TA program. This project will determine the feasibility of creating pedestrian and bicyclist access to Park Street and 5th Street from the existing Coal Mines Trail. Major work involved in the planning study includes public outreach efforts, researching existing right of way, property lines, and easements, limited topographic survey of steep hillside for alignment options, developing alignment alternatives, completing an initial draft of findings, incorporating City comments into the final study, and presenting findings to the City Council.
- b. Total project cost is approximately \$53,000

RECOMMENDATION:	Approve each of the four CA agreements
HANDLING:	City Clerk, Council
ATTACHMENTS:	Draft CA agreements
LEAD STAFF:	Rob Omans

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF CLE ELUM, WASHINGTON
AND KITTITAS COUNTY, WASHINGTON FOR CERTIFIED ACCEPTANCE SERVICES**

THIS INTERLOCAL AGREEMENT is made and entered into on this _____ day of _____, 2025 by and between Kittitas County, Washington, a Washington municipal corporation, hereinafter referred to as “County”, and the City of Cle Elum, Washington, hereinafter referred to as “City”, each party having been duly organized and now existing under the laws of the State of Washington. Both entities may be referred to in this Agreement collectively as “Parties” or individually as “Party”.

WITNESSETH:

WHEREAS, the City has been awarded Transportation Alternatives (TA) funds for the City of Cle Elum's **Stafford Avenue Sidewalk and SR 903 Speed Camera** project, (hereinafter the "Project"; and

WHEREAS, the City desires to utilize these federal funds to undertake the Project; and

WHEREAS, the expenditure of federal funds requires that the project be designed and administered in accordance with the Washington State Department of Transportation Local Agency Guidelines, including certification by a certified acceptance agency (CA agency); and

WHEREAS, the City is not presently certified to administer federal aid projects; and

WHEREAS, the County is presently certified to administer federal aid projects; and

WHEREAS, the Local Agency Guidelines provides that a noncertified local agency may enter into an agreement with a CA Agency to have the CA Agency perform project development and/or contract administration; and

WHEREAS, the accomplishment of the project is a benefit to the regional transportation system; and

WHEREAS, the State Interlocal Cooperation Act, Chapter 39.34 RCW, authorizes cooperative efforts between government entities in the providing of such services.

NOW, THEREFORE, in consideration of the above and foregoing recitals, the payments to be made, the mutual promises and covenants herein contained, and for other good and valuable consideration, the parties hereto agree as follows:

**ARTICLE I
PURPOSE OF AGREEMENT**

The purpose of this Agreement is to set forth the terms and conditions under which Kittitas County will certify that Cle Elum's Project is designed and administered in accordance with the Washington State Department of Transportation's Local Agency Guidelines.

ARTICLE II DEFINITIONS

The Parties hereby agree that the following terms shall have the specified meanings unless indicated otherwise herein:

- 2.1 CA shall mean certified acceptance as set forth in the Washington State Department of Transportation's Local Agency Guidelines.
- 2.2 Project shall mean the City of Cle Elum's Stafford Avenue Sidewalk and SR 903 Speed Camera project.
- 2.3 TA shall mean the Surface Transportation Block Grant Transportation Alternatives (STBG TA), a federal funding program for transportation improvement projects.
- 2.4 Local Agency Guidelines shall mean the most current version of the Washington State Department of Transportation's Local Agency Guidelines.

ARTICLE III RESPONSIBILITIES OF PARTIES

- 3.1 The County Agrees to:
 - a) Administer and certify the project for the City in accordance with the Local Agency Guidelines.
- 3.2 The City Agrees to:
 - a) Prepare all of the project plans, specifications, and estimates in accordance with the Local Agency Guidelines.
 - b) Provide construction inspection services through the City's consultant in accordance with the Local Agency Guidelines.
 - c) Reimburse the County for services provided by the County on a time and materials basis when billed by the County.
- 3.3 This Interlocal Agreement shall be in full force and effect when executed by the City and County.

ARTICLE IV ADMINISTRATION AND CONTRACT INFORMATION

- 4.1 ADMINISTRATOR: The Public Works Director shall administer this agreement for the County and the City's Public Works Director shall administer this agreement for the City.

- 4.2 CONTACT INFORMATION: The following shall be the Parties' contact persons for administration of this agreement:

NAME:	Joshua Fredrickson	NAME:	Rob Omans
TITLE:	Public Works Director	TITLE:	City Administrator
ADDRESS:	411 N. Ruby St., Suite 1 Ellensburg, WA 98926	ADDRESS:	119 West First St. Cle Elum, WA 98922
PHONE:	509-962-7523	PHONE:	509-674-2262

ARTICLE V COMPENSATION

The City agrees to reimburse the County for services provided by the County on a time and materials basis when billed by the County, which amount shall not exceed \$5,000 without written authorization from the City of Cle Elum.

ARTICLE VI TERM

This Agreement shall enter into full force and effect for five (5) years from the date of adoption subject to earlier termination as provided by Article VII herein.

ARTICLE VII TERMINATION

This agreement may be terminated by a writing executed by both Parties and adopted by resolution of each Party's legislative body. Either Party may terminate this Agreement upon thirty (30) days written notice, either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the other Party's contact at the address in Article IV and to its legislative body. If this Agreement is so terminated, the Parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

ARTICLE VIII DISPUTES

- 8.1 TIME: Time is of the essence of this Agreement.
- 8.2 DISPUTE RESOLUTION: In the event that a dispute arises regarding any matter addressed in or related to this Agreement, the Parties agree first to attempt to resolve such dispute by a telephone call between the contact persons as provided by Article IV herein of each Party, or authorized designee(s). If the matter is not resolved by consultation in a telephone call, the Parties agree that before taking any other action or seeking any remedy, the Parties' contact persons as provided by Article IV herein of each party, or authorized designee(s), will participate in a good faith in-person negotiation to resolve any such dispute.

- 8.3 GOVERNING LAW AND VENUE: This Agreement shall be governed exclusively by the laws of the State of Washington. Venue of any action brought to interpret or enforce the terms of this Agreement shall be in the Superior Court of Kittitas County, Washington.
- 8.4 ATTORNEY'S FEES: If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, each Party shall pay its own attorney's fees incurred in that action, arbitration or proceeding.

ARTICLE IX INDEMNIFICATION

Each Party shall defend, indemnify and hold harmless the other, as well as its officers, agents and employees, from and against any and all claims, demands, losses and liabilities to or by third parties arising from, resulting from, or connected with, services performed or to be performed under this Agreement to the fullest extent permitted by law, whether arising from Agreement liability(ies) or otherwise.

This duty to indemnify shall not apply to liability from damages arising out of bodily injury to persons or damages to the property caused by, or resulting from, the sole negligence of the County, the City, or their respective officers, agents, and employees.

This duty to indemnify for liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the County's, and the City's agents or employees shall apply only to the extent of negligence of the County's, and the City's agents, employees, subcontractors, and suppliers.

Both Parties specifically and expressly waive any immunity that may be granted under the Washington State Industrial Act, Title 51 RCW. Further, the indemnification obligation under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation, benefits payable to or by any third party under Worker's Compensation Acts, Disability Benefits Acts, or other employee benefit acts.

This duty to defend, indemnify, and hold harmless shall include all related costs, reasonable attorney fees, court costs and related expenses asserted against or incurred by the County, the City, or their respective officers, agents, and employees.

The Parties hereby certify that these indemnification provisions were mutually negotiated and agreed to by the Parties.

ARTICLE X PERFORMANCE OF AGREEMENT

- 10.1 COMPLIANCE WITH ALL LAWS: Each Party shall comply with all federal, state, and local laws, rules, regulations and ordinances applicable to the performance of this

Agreement, including without limitation, all those pertaining to wages and hours, confidentiality, disabilities, and discrimination.

- 10.2 MAINTENANCE AND AUDIT OF RECORDS: Each Party shall maintain books, records, documents, and other materials relevant to its performance under this Agreement. These records shall be subjected to inspection, review and audit by either Party or its designee, and the Washington State Auditor's Office. Each Party shall retain all such books, records, documents, and other materials for the applicable retention period under federal and Washington law.
- 10.3 ON-SITE INSPECTIONS: Either Party or its designee may evaluate the performance of this Agreement through on-site inspection to determine whether performance is in compliance with the standards set forth in this Agreement, and in compliance with federal, state, and local laws, rules, regulations and ordinances.
- 10.4 TREATMENT OF ASSETS AND PROPERTY: No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.
- 10.5 IMPROPER INFLUENCE: Each Party agrees, warrants and represents that it did not and will not employ, retain or contract with any person or entity on a contingent compensation basis for the purpose of seeking, obtaining, maintaining, or extending this Agreement. Each Party agrees, warrants, and represents that no gratuity whatsoever has been or will be offered or conferred with a view towards obtaining, maintaining, or extending this Agreement.
- 10.6 CONFLICT OF INTEREST: The elected and appointed official and employees of the Parties shall not have any personal interest, direct or indirect, in this Agreement which gives rise to a conflict of interest.
- 10.7 ASSIGNMENT AND SUBCONTRACTING: No portion of this Agreement may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of both parties.
- 10.8 NOTICE: Subject to the requirements of any applicable statute, any notices required or permitted by law or under this Agreement shall be in writing and shall be (i) personally delivered, or (ii) sent by first class certified or registered mail, return receipt requested, with postage prepaid, or (iii) dispatched by facsimile transmission (accompanied with reasonable evidence of receipt transmission and with a confirmation copy mailed no later than the day after transmission) to the Parties' addresses set forth in Article IV.

ARTICLE XI GENERAL PROVISIONS

- 11.1 CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS: The Agreement may be changed, modified, amended, or waived only by written agreement signed by the Parties and adopted by resolution of each Party's legislative authority. Any waiver of a term or condition of this Agreement shall apply only to

the specific act, occurrence or omission and shall not constitute a waiver as to any other term or condition or future act, occurrence, or omission. Waiver of breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

- 11.2 ASSIGNMENT: Neither Party may assign its rights or delegate its duties under this Agreement, whether by assignment, further, subcontract or other means. Any such attempted assignment or delegation shall be void and shall constitute a material breach of this Agreement.
- 11.3 SEVERABILITY: In the event any term or condition of this Agreement or application thereof of any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.
- 11.4 ENTIRE AGREEMENT: This Agreement contains all the terms and conditions agreed upon by the Parties. This Agreement may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. The recitals to this Agreement are incorporate by reference and are part of the Agreement. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.
- 11.5 FILING: Pursuant to RCW 39.34.040, this Agreement shall be posted on the County's website.
- 11.6 HEADINGS: The headings of sections and paragraphs of this Agreement are for convenience of reference only and are not intended to restrict, affect or to be of any weight in the interpretation or construction of the provisions of such sections or paragraphs.
- 11.7 SAVINGS CLAUSE: Nothing in this Agreement shall be construed so as to require the commission of any such act contrary to law, and wherever there is any conflict between any provisions of this Agreement and any statute, law, public regulation or ordinance, the latter shall prevail, but in such event, the provisions of this Agreement affected shall be curtailed and limited only the extent necessary to bring it within legal requirements.
- 11.8 INTERPRETATION: This Agreement has been submitted to the scrutiny of all Parties and their counsel, if desired, and it shall be given a fair and reasonable interpretation in accordance with its words, without consideration or weight given to its being drafted by any Party or its counsel. No stricter construction or interpretation of the terms hereof shall be applied against any Party as the drafter hereof. All words used in the singular shall include the plural; the present tense shall include the future tense; and the masculine gender shall include the feminine and neuter gender.

ADOPTED THIS _____ DAY OF _____, 2025

CITY OF CLE ELUM

Mayor

ATTEST:

City Clerk

ADOPTED THIS _____ DAY OF _____, 2025

**BOARD OF COUNTY COMMISSIONERS
KITITAS COUNTY, WASHINGTON**

Attest:

☐ Clerk of the Board- Julie Kjorsvik

☐ Deputy Clerk of the Board- Mandy Buchholz

Laura Osiadacz, Chair

Cory Wright, Vice-Chair

Brett Wachsmith, Commissioner

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF CLE ELUM, WASHINGTON
AND KITTITAS COUNTY, WASHINGTON FOR CERTIFIED ACCEPTANCE SERVICES**

THIS INTERLOCAL AGREEMENT is made and entered into on this _____ day of _____, 2025 by and between Kittitas County, Washington, a Washington municipal corporation, hereinafter referred to as “County”, and the City of Cle Elum, Washington, hereinafter referred to as “City”, each party having been duly organized and now existing under the laws of the State of Washington. Both entities may be referred to in this Agreement collectively as “Parties” or individually as “Party”.

WITNESSETH:

WHEREAS, the City has been awarded Transportation Alternatives (TA) funds for the City of Cle Elum's **Park Street Pedestrian Corridor Feasibility Study** project, (hereinafter the "Project"; and

WHEREAS, the City desires to utilize these federal funds to undertake the Project; and

WHEREAS, the expenditure of federal funds requires that the project be designed and administered in accordance with the Washington State Department of Transportation Local Agency Guidelines, including certification by a certified acceptance agency (CA agency); and

WHEREAS, the City is not presently certified to administer federal aid projects; and

WHEREAS, the County is presently certified to administer federal aid projects; and

WHEREAS, the Local Agency Guidelines provides that a noncertified local agency may enter into an agreement with a CA Agency to have the CA Agency perform project development and/or contract administration; and

WHEREAS, the accomplishment of the project is a benefit to the regional transportation system; and

WHEREAS, the State Interlocal Cooperation Act, Chapter 39.34 RCW, authorizes cooperative efforts between government entities in the providing of such services.

NOW, THEREFORE, in consideration of the above and foregoing recitals, the payments to be made, the mutual promises and covenants herein contained, and for other good and valuable consideration, the parties hereto agree as follows:

**ARTICLE I
PURPOSE OF AGREEMENT**

The purpose of this Agreement is to set forth the terms and conditions under which Kittitas County will certify that Cle Elum's Project is designed and administered in accordance with the Washington State Department of Transportation's Local Agency Guidelines.

ARTICLE II DEFINITIONS

The Parties hereby agree that the following terms shall have the specified meanings unless indicated otherwise herein:

- 2.1 CA shall mean certified acceptance as set forth in the Washington State Department of Transportation's Local Agency Guidelines.
- 2.2 Project shall mean the City of Cle Elum's Park Street Pedestrian Corridor Feasibility Study project.
- 2.3 TA shall mean the Surface Transportation Block Grant Transportation Alternatives (STBG TA), a federal funding program for transportation improvement projects.
- 2.4 Local Agency Guidelines shall mean the most current version of the Washington State Department of Transportation's Local Agency Guidelines.

ARTICLE III RESPONSIBILITIES OF PARTIES

- 3.1 The County Agrees to:
 - a) Administer and certify the project for the City in accordance with the Local Agency Guidelines.
- 3.2 The City Agrees to:
 - a) Prepare all of the project plans, specifications, and estimates in accordance with the Local Agency Guidelines.
 - b) Provide construction inspection services through the City's consultant in accordance with the Local Agency Guidelines.
 - c) Reimburse the County for services provided by the County on a time and materials basis when billed by the County.
- 3.3 This Interlocal Agreement shall be in full force and effect when executed by the City and County.

ARTICLE IV ADMINISTRATION AND CONTRACT INFORMATION

- 4.1 ADMINISTRATOR: The Public Works Director shall administer this agreement for the County and the City's Public Works Director shall administer this agreement for the City.

- 4.2 **CONTACT INFORMATION:** The following shall be the Parties' contact persons for administration of this agreement:

NAME:	Joshua Fredrickson	NAME:	Rob Omans
TITLE:	Public Works Director	TITLE:	City Administrator
ADDRESS:	411 N. Ruby St., Suite 1 Ellensburg, WA 98926	ADDRESS:	119 West First St. Cle Elum, WA 98922
PHONE:	509-962-7523	PHONE:	509-674-2262

ARTICLE V COMPENSATION

The City agrees to reimburse the County for services provided by the County on a time and materials basis when billed by the County, which amount shall not exceed \$5,000 without written authorization from the City of Cle Elum.

ARTICLE VI TERM

This Agreement shall enter into full force and effect for five (5) years from the date of adoption subject to earlier termination as provided by Article VII herein.

ARTICLE VII TERMINATION

This agreement may be terminated by a writing executed by both Parties and adopted by resolution of each Party's legislative body. Either Party may terminate this Agreement upon thirty (30) days written notice, either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the other Party's contact at the address in Article IV and to its legislative body. If this Agreement is so terminated, the Parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

ARTICLE VIII DISPUTES

- 8.1 **TIME:** Time is of the essence of this Agreement.
- 8.2 **DISPUTE RESOLUTION:** In the event that a dispute arises regarding any matter addressed in or related to this Agreement, the Parties agree first to attempt to resolve such dispute by a telephone call between the contact persons as provided by Article IV herein of each Party, or authorized designee(s). If the matter is not resolved by consultation in a telephone call, the Parties agree that before taking any other action or seeking any remedy, the Parties' contact persons as provided by Article IV herein of each party, or authorized designee(s), will participate in a good faith in-person negotiation to resolve any such dispute.

- 8.3 GOVERNING LAW AND VENUE: This Agreement shall be governed exclusively by the laws of the State of Washington. Venue of any action brought to interpret or enforce the terms of this Agreement shall be in the Superior Court of Kittitas County, Washington.
- 8.4 ATTORNEY'S FEES: If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, each Party shall pay its own attorney's fees incurred in that action, arbitration or proceeding.

ARTICLE IX INDEMNIFICATION

Each Party shall defend, indemnify and hold harmless the other, as well as its officers, agents and employees, from and against any and all claims, demands, losses and liabilities to or by third parties arising from, resulting from, or connected with, services performed or to be performed under this Agreement to the fullest extent permitted by law, whether arising from Agreement liability(ies) or otherwise.

This duty to indemnify shall not apply to liability from damages arising out of bodily injury to persons or damages to the property caused by, or resulting from, the sole negligence of the County, the City, or their respective officers, agents, and employees.

This duty to indemnify for liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the County's, and the City's agents or employees shall apply only to the extent of negligence of the County's, and the City's agents, employees, subcontractors, and suppliers.

Both Parties specifically and expressly waive any immunity that may be granted under the Washington State Industrial Act, Title 51 RCW. Further, the indemnification obligation under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation, benefits payable to or by any third party under Worker's Compensation Acts, Disability Benefits Acts, or other employee benefit acts.

This duty to defend, indemnify, and hold harmless shall include all related costs, reasonable attorney fees, court costs and related expenses asserted against or incurred by the County, the City, or their respective officers, agents, and employees.

The Parties hereby certify that these indemnification provisions were mutually negotiated and agreed to by the Parties.

ARTICLE X PERFORMANCE OF AGREEMENT

- 10.1 COMPLIANCE WITH ALL LAWS: Each Party shall comply with all federal, state, and local laws, rules, regulations and ordinances applicable to the performance of this Agreement, including without limitation, all those pertaining to wages and hours, confidentiality, disabilities, and discrimination.

- 10.2 MAINTENANCE AND AUDIT OF RECORDS: Each Party shall maintain books, records, documents, and other materials relevant to its performance under this Agreement. These records shall be subjected to inspection, review and audit by either Party or its designee, and the Washington State Auditor's Office. Each Party shall retain all such books, records, documents, and other materials for the applicable retention period under federal and Washington law.
- 10.3 ON-SITE INSPECTIONS: Either Party or its designee may evaluate the performance of this Agreement through on-site inspection to determine whether performance is in compliance with the standards set forth in this Agreement, and in compliance with federal, state, and local laws, rules, regulations and ordinances.
- 10.4 TREATMENT OF ASSETS AND PROPERTY: No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.
- 10.5 IMPROPER INFLUENCE: Each Party agrees, warrants and represents that it did not and will not employ, retain or contract with any person or entity on a contingent compensation basis for the purpose of seeking, obtaining, maintaining, or extending this Agreement. Each Party agrees, warrants, and represents that no gratuity whatsoever has been or will be offered or conferred with a view towards obtaining, maintaining, or extending this Agreement.
- 10.6 CONFLICT OF INTEREST: The elected and appointed official and employees of the Parties shall not have any personal interest, direct or indirect, in this Agreement which gives rise to a conflict of interest.
- 10.7 ASSIGNMENT AND SUBCONTRACTING: No portion of this Agreement may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of both parties.
- 10.8 NOTICE: Subject to the requirements of any applicable statute, any notices required or permitted by law or under this Agreement shall be in writing and shall be (i) personally delivered, or (ii) sent by first class certified or registered mail, return receipt requested, with postage prepaid, or (iii) dispatched by facsimile transmission (accompanied with reasonable evidence of receipt transmission and with a confirmation copy mailed no later than the day after transmission) to the Parties' addresses set forth in Article IV.

ARTICLE XI GENERAL PROVISIONS

- 11.1 CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS: The Agreement may be changed, modified, amended, or waived only by written agreement signed by the Parties and adopted by resolution of each Party's legislative authority. Any waiver of a term or condition of this Agreement shall apply only to the specific act, occurrence or omission and shall not constitute a waiver as to any other term or condition or future act, occurrence, or omission. Waiver of breach of

any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

- 11.2 ASSIGNMENT: Neither Party may assign its rights or delegate its duties under this Agreement, whether by assignment, further, subcontract or other means. Any such attempted assignment or delegation shall be void and shall constitute a material breach of this Agreement.
- 11.3 SEVERABILITY: In the event any term or condition of this Agreement or application thereof of any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.
- 11.4 ENTIRE AGREEMENT: This Agreement contains all the terms and conditions agreed upon by the Parties. This Agreement may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. The recitals to this Agreement are incorporate by reference and are part of the Agreement. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.
- 11.5 FILING: Pursuant to RCW 39.34.040, this Agreement shall be posted on the County's website.
- 11.6 HEADINGS: The headings of sections and paragraphs of this Agreement are for convenience of reference only and are not intended to restrict, affect or to be of any weight in the interpretation or construction of the provisions of such sections or paragraphs.
- 11.7 SAVINGS CLAUSE: Nothing in this Agreement shall be construed so as to require the commission of any such act contrary to law, and wherever there is any conflict between any provisions of this Agreement and any statute, law, public regulation or ordinance, the latter shall prevail, but in such event, the provisions of this Agreement affected shall be curtailed and limited only the extent necessary to bring it within legal requirements.
- 11.8 INTERPRETATION: This Agreement has been submitted to the scrutiny of all Parties and their counsel, if desired, and it shall be given a fair and reasonable interpretation in accordance with its words, without consideration or weight given to its being drafted by any Party or its counsel. No stricter construction or interpretation of the terms hereof shall be applied against any Party as the drafter hereof. All words used in the singular shall include the plural; the present tense shall include the future tense; and the masculine gender shall include the feminine and neuter gender.

ADOPTED THIS _____ DAY OF _____, 2025

CITY OF CLE ELUM

Mayor

ATTEST:

City Clerk

ADOPTED THIS _____ DAY OF _____, 2025

BOARD OF COUNTY COMMISSIONERS
KITITITAS COUNTY, WASHINGTON

Attest:

☐ Clerk of the Board- Julie Kjorsvik

☐ Deputy Clerk of the Board- Mandy Buchholz

Laura Osiadacz, Chair

Cory Wright, Vice-Chair

Brett Wachsmith, Commissioner

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF CLE ELUM, WASHINGTON
AND KITTITAS COUNTY, WASHINGTON FOR CERTIFIED ACCEPTANCE SERVICES**

THIS INTERLOCAL AGREEMENT is made and entered into on this _____ day of _____, 2025 by and between Kittitas County, Washington, a Washington municipal corporation, hereinafter referred to as “County”, and the City of Cle Elum, Washington, hereinafter referred to as “City”, each party having been duly organized and now existing under the laws of the State of Washington. Both entities may be referred to in this Agreement collectively as “Parties” or individually as “Party”.

WITNESSETH:

WHEREAS, the City has been awarded Surface Transportation Block Grant (STBG) funds for the City of Cle Elum's **First Street and Oakes Avenue Resurfacing** project, (hereinafter the "Project"; and

WHEREAS, the City desires to utilize these federal funds to undertake the Project; and

WHEREAS, the expenditure of federal funds requires that the project be designed and administered in accordance with the Washington State Department of Transportation Local Agency Guidelines, including certification by a certified acceptance agency (CA agency); and

WHEREAS, the City is not presently certified to administer federal aid projects; and

WHEREAS, the County is presently certified to administer federal aid projects; and

WHEREAS, the Local Agency Guidelines provides that a noncertified local agency may enter into an agreement with a CA Agency to have the CA Agency perform project development and/or contract administration; and

WHEREAS, the accomplishment of the project is a benefit to the regional transportation system; and

WHEREAS, the State Interlocal Cooperation Act, Chapter 39.34 RCW, authorizes cooperative efforts between government entities in the providing of such services.

NOW, THEREFORE, in consideration of the above and foregoing recitals, the payments to be made, the mutual promises and covenants herein contained, and for other good and valuable consideration, the parties hereto agree as follows:

**ARTICLE I
PURPOSE OF AGREEMENT**

The purpose of this Agreement is to set forth the terms and conditions under which Kittitas County will certify that Cle Elum's Project is designed and administered in accordance with the Washington State Department of Transportation's Local Agency Guidelines.

ARTICLE II DEFINITIONS

The Parties hereby agree that the following terms shall have the specified meanings unless indicated otherwise herein:

- 2.1 CA shall mean certified acceptance as set forth in the Washington State Department of Transportation's Local Agency Guidelines.
- 2.2 Project shall mean the City of Cle Elum's First Street and Oakes Avenue Resurfacing project.
- 2.3 STBG shall mean the Surface Transportation Block Grant (STBG), a federal funding program for transportation improvement projects.
- 2.4 Local Agency Guidelines shall mean the most current version of the Washington State Department of Transportation's Local Agency Guidelines.

ARTICLE III RESPONSIBILITIES OF PARTIES

- 3.1 The County Agrees to:
 - a) Administer and certify the project for the City in accordance with the Local Agency Guidelines.
- 3.2 The City Agrees to:
 - a) Prepare all of the project plans, specifications, and estimates in accordance with the Local Agency Guidelines.
 - b) Provide construction inspection services through the City's consultant in accordance with the Local Agency Guidelines.
 - c) Reimburse the County for services provided by the County on a time and materials basis when billed by the County.
- 3.3 This Interlocal Agreement shall be in full force and effect when executed by the City and County.

ARTICLE IV ADMINISTRATION AND CONTRACT INFORMATION

- 4.1 ADMINISTRATOR: The Public Works Director shall administer this agreement for the County and the City's Public Works Director shall administer this agreement for the City.

- 4.2 CONTACT INFORMATION: The following shall be the Parties' contact persons for administration of this agreement:

NAME:	Joshua Fredrickson	NAME:	Rob Omans
TITLE:	Public Works Director	TITLE:	City Administrator
ADDRESS:	411 N. Ruby St., Suite 1 Ellensburg, WA 98926	ADDRESS:	119 West First St. Cle Elum, WA 98922
PHONE:	509-962-7523	PHONE:	509-674-2262

ARTICLE V COMPENSATION

The City agrees to reimburse the County for services provided by the County on a time and materials basis when billed by the County, which amount shall not exceed \$5,000 without written authorization from the City of Cle Elum.

ARTICLE VI TERM

This Agreement shall enter into full force and effect for five (5) years from the date of adoption subject to earlier termination as provided by Article VII herein.

ARTICLE VII TERMINATION

This agreement may be terminated by a writing executed by both Parties and adopted by resolution of each Party's legislative body. Either Party may terminate this Agreement upon thirty (30) days written notice, either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the other Party's contact at the address in Article IV and to its legislative body. If this Agreement is so terminated, the Parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

ARTICLE VIII DISPUTES

- 8.1 TIME: Time is of the essence of this Agreement.
- 8.2 DISPUTE RESOLUTION: In the event that a dispute arises regarding any matter addressed in or related to this Agreement, the Parties agree first to attempt to resolve such dispute by a telephone call between the contact persons as provided by Article IV herein of each Party, or authorized designee(s). If the matter is not resolved by consultation in a telephone call, the Parties agree that before taking any other action or seeking any remedy, the Parties' contact persons as provided by Article IV herein of each party, or authorized designee(s), will participate in a good faith in-person negotiation to resolve any such dispute.

- 8.3 **GOVERNING LAW AND VENUE:** This Agreement shall be governed exclusively by the laws of the State of Washington. Venue of any action brought to interpret or enforce the terms of this Agreement shall be in the Superior Court of Kittitas County, Washington.
- 8.4 **ATTORNEY’S FEES:** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, each Party shall pay its own attorney’s fees incurred in that action, arbitration or proceeding.

ARTICLE IX INDEMNIFICATION

Each Party shall defend, indemnify and hold harmless the other, as well as its officers, agents and employees, from and against any and all claims, demands, losses and liabilities to or by third parties arising from, resulting from, or connected with, services performed or to be performed under this Agreement to the fullest extent permitted by law, whether arising from Agreement liability(ies) or otherwise.

This duty to indemnify shall not apply to liability from damages arising out of bodily injury to persons or damages to the property caused by, or resulting from, the sole negligence of the County, the City, or their respective officers, agents, and employees.

This duty to indemnify for liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the County’s, and the City’s agents or employees shall apply only to the extent of negligence of the County’s, and the City’s agents, employees, subcontractors, and suppliers.

Both Parties specifically and expressly waive any immunity that may be granted under the Washington State Industrial Act, Title 51 RCW. Further, the indemnification obligation under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation, benefits payable to or by any third party under Worker’s Compensation Acts, Disability Benefits Acts, or other employee benefit acts.

This duty to defend, indemnify, and hold harmless shall include all related costs, reasonable attorney fees, court costs and related expenses asserted against or incurred by the County, the City, or their respective officers, agents, and employees.

The Parties hereby certify that these indemnification provisions were mutually negotiated and agreed to by the Parties.

ARTICLE X PERFORMANCE OF AGREEMENT

- 10.1 **COMPLIANCE WITH ALL LAWS:** Each Party shall comply with all federal, state, and local laws, rules, regulations and ordinances applicable to the performance of this

Agreement, including without limitation, all those pertaining to wages and hours, confidentiality, disabilities, and discrimination.

- 10.2 MAINTENANCE AND AUDIT OF RECORDS: Each Party shall maintain books, records, documents, and other materials relevant to its performance under this Agreement. These records shall be subjected to inspection, review and audit by either Party or its designee, and the Washington State Auditor's Office. Each Party shall retain all such books, records, documents, and other materials for the applicable retention period under federal and Washington law.
- 10.3 ON-SITE INSPECTIONS: Either Party or its designee may evaluate the performance of this Agreement through on-site inspection to determine whether performance is in compliance with the standards set forth in this Agreement, and in compliance with federal, state, and local laws, rules, regulations and ordinances.
- 10.4 TREATMENT OF ASSETS AND PROPERTY: No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.
- 10.5 IMPROPER INFLUENCE: Each Party agrees, warrants and represents that it did not and will not employ, retain or contract with any person or entity on a contingent compensation basis for the purpose of seeking, obtaining, maintaining, or extending this Agreement. Each Party agrees, warrants, and represents that no gratuity whatsoever has been or will be offered or conferred with a view towards obtaining, maintaining, or extending this Agreement.
- 10.6 CONFLICT OF INTEREST: The elected and appointed official and employees of the Parties shall not have any personal interest, direct or indirect, in this Agreement which gives rise to a conflict of interest.
- 10.7 ASSIGNMENT AND SUBCONTRACTING: No portion of this Agreement may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of both parties.
- 10.8 NOTICE: Subject to the requirements of any applicable statute, any notices required or permitted by law or under this Agreement shall be in writing and shall be (i) personally delivered, or (ii) sent by first class certified or registered mail, return receipt requested, with postage prepaid, or (iii) dispatched by facsimile transmission (accompanied with reasonable evidence of receipt transmission and with a confirmation copy mailed no later than the day after transmission) to the Parties' addresses set forth in Article IV.

ARTICLE XI GENERAL PROVISIONS

- 11.1 CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS: The Agreement may be changed, modified, amended, or waived only by written agreement signed by the Parties and adopted by resolution of each Party's legislative authority. Any waiver of a term or condition of this Agreement shall apply only to

the specific act, occurrence or omission and shall not constitute a waiver as to any other term or condition or future act, occurrence, or omission. Waiver of breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

- 11.2 ASSIGNMENT: Neither Party may assign its rights or delegate its duties under this Agreement, whether by assignment, further, subcontract or other means. Any such attempted assignment or delegation shall be void and shall constitute a material breach of this Agreement.
- 11.3 SEVERABILITY: In the event any term or condition of this Agreement or application thereof of any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.
- 11.4 ENTIRE AGREEMENT: This Agreement contains all the terms and conditions agreed upon by the Parties. This Agreement may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. The recitals to this Agreement are incorporate by reference and are part of the Agreement. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.
- 11.5 FILING: Pursuant to RCW 39.34.040, this Agreement shall be posted on the County's website.
- 11.6 HEADINGS: The headings of sections and paragraphs of this Agreement are for convenience of reference only and are not intended to restrict, affect or to be of any weight in the interpretation or construction of the provisions of such sections or paragraphs.
- 11.7 SAVINGS CLAUSE: Nothing in this Agreement shall be construed so as to require the commission of any such act contrary to law, and wherever there is any conflict between any provisions of this Agreement and any statute, law, public regulation or ordinance, the latter shall prevail, but in such event, the provisions of this Agreement affected shall be curtailed and limited only the extent necessary to bring it within legal requirements.
- 11.8 INTERPRETATION: This Agreement has been submitted to the scrutiny of all Parties and their counsel, if desired, and it shall be given a fair and reasonable interpretation in accordance with its words, without consideration or weight given to its being drafted by any Party or its counsel. No stricter construction or interpretation of the terms hereof shall be applied against any Party as the drafter hereof. All words used in the singular shall include the plural; the present tense shall include the future tense; and the masculine gender shall include the feminine and neuter gender.

ADOPTED THIS _____ DAY OF _____, 2025

CITY OF CLE ELUM

Mayor

ATTEST:

City Clerk

ADOPTED THIS _____ DAY OF _____, 2025

**BOARD OF COUNTY COMMISSIONERS
KITITAS COUNTY, WASHINGTON**

Attest:

☐ Clerk of the Board- Julie Kjorsvik

☐ Deputy Clerk of the Board- Mandy Buchholz

Laura Osiadacz, Chair

Cory Wright, Vice-Chair

Brett Wachsmith, Commissioner

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF CLE ELUM, WASHINGTON
AND KITTITAS COUNTY, WASHINGTON FOR CERTIFIED ACCEPTANCE SERVICES**

THIS INTERLOCAL AGREEMENT is made and entered into on this _____ day of _____, 2025 by and between Kittitas County, Washington, a Washington municipal corporation, hereinafter referred to as “County”, and the City of Cle Elum, Washington, hereinafter referred to as “City”, each party having been duly organized and now existing under the laws of the State of Washington. Both entities may be referred to in this Agreement collectively as “Parties” or individually as “Party”.

WITNESSETH:

WHEREAS, the City has been awarded Highway Safety Improvement Program (HSIP) funds for the City of Cle Elum's **Signalized Intersection Safety Improvements at W First St and Hartwig Blvd** project, (hereinafter the "Project"; and; and

WHEREAS, the City desires to utilize these federal funds to undertake the Project; and

WHEREAS, the expenditure of federal funds requires that the project be designed and administered in accordance with the Washington State Department of Transportation Local Agency Guidelines, including certification by a certified acceptance agency (CA agency); and

WHEREAS, the City is not presently certified to administer federal aid projects; and

WHEREAS, the County is presently certified to administer federal aid projects; and

WHEREAS, the Local Agency Guidelines provides that a noncertified local agency may enter into an agreement with a CA Agency to have the CA Agency perform project development and/or contract administration; and

WHEREAS, the accomplishment of the project is a benefit to the regional transportation system; and

WHEREAS, the State Interlocal Cooperation Act, Chapter 39.34 RCW, authorizes cooperative efforts between government entities in the providing of such services.

NOW, THEREFORE, in consideration of the above and foregoing recitals, the payments to be made, the mutual promises and covenants herein contained, and for other good and valuable consideration, the parties hereto agree as follows:

**ARTICLE I
PURPOSE OF AGREEMENT**

The purpose of this Agreement is to set forth the terms and conditions under which Kittitas County will certify that Cle Elum's Project is designed and administered in accordance with the Washington State Department of Transportation's Local Agency Guidelines.

ARTICLE II DEFINITIONS

The Parties hereby agree that the following terms shall have the specified meanings unless indicated otherwise herein:

- 2.1 CA shall mean certified acceptance as set forth in the Washington State Department of Transportation's Local Agency Guidelines.
- 2.2 Project shall mean the City of Cle Elum's Signalized Intersection Safety Improvements at W First St and Hartwig Blvd project.
- 2.3 HSIP shall mean the Highway Safety Improvement Program (HSIP), a federal funding program for transportation improvement projects.
- 2.4 Local Agency Guidelines shall mean the most current version of the Washington State Department of Transportation's Local Agency Guidelines.

ARTICLE III RESPONSIBILITIES OF PARTIES

- 3.1 The County Agrees to:
 - a) Administer and certify the project for the City in accordance with the Local Agency Guidelines.
- 3.2 The City Agrees to:
 - a) Prepare all of the project plans, specifications, and estimates in accordance with the Local Agency Guidelines.
 - b) Provide construction inspection services through the City's consultant in accordance with the Local Agency Guidelines.
 - c) Reimburse the County for services provided by the County on a time and materials basis when billed by the County.
- 3.3 This Interlocal Agreement shall be in full force and effect when executed by the City and County.

ARTICLE IV ADMINISTRATION AND CONTRACT INFORMATION

- 4.1 ADMINISTRATOR: The Public Works Director shall administer this agreement for the County and the City's Public Works Director shall administer this agreement for the City.

- 4.2 CONTACT INFORMATION: The following shall be the Parties' contact persons for administration of this agreement:

NAME:	Joshua Fredrickson	NAME:	Rob Omans
TITLE:	Public Works Director	TITLE:	City Administrator
ADDRESS:	411 N. Ruby St., Suite 1 Ellensburg, WA 98926	ADDRESS:	119 West First St. Cle Elum, WA 98922
PHONE:	509-962-7523	PHONE:	509-674-2262

ARTICLE V COMPENSATION

The City agrees to reimburse the County for services provided by the County on a time and materials basis when billed by the County, which amount shall not exceed \$5,000 without written authorization from the City of Cle Elum.

ARTICLE VI TERM

This Agreement shall enter into full force and effect for five (5) years from the date of adoption subject to earlier termination as provided by Article VII herein.

ARTICLE VII TERMINATION

This agreement may be termination by a writing executed by both Parties and adopted by resolution of each Party's legislative body. Either Party may terminate this Agreement upon thirty (30) days written notice, either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the other Party's contact at the address in Article IV and to its legislative body. If this Agreement is so terminated, the Parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

ARTICLE VIII DISPUTES

- 8.1 TIME: Time is of the essence of this Agreement.
- 8.2 DISPUTE RESOLUTION: In the event that a dispute arises regarding any matter addressed in or related to this Agreement, the Parties agree first to attempt to resolve such dispute by a telephone call between the contact persons as provided by Article IV herein of each Party, or authorized designee(s). If the matter is not resolved by consultation in a telephone call, the Parties agree that before taking any other action or seeking any remedy, the Parties' contact persons as provided by Article IV herein of each party, or authorized designee(s), will participate in a good faith in-person negotiation to resolve any such dispute.

- 8.3 **GOVERNING LAW AND VENUE:** This Agreement shall be governed exclusively by the laws of the State of Washington. Venue of any action brought to interpret or enforce the terms of this Agreement shall be in the Superior Court of Kittitas County, Washington.
- 8.4 **ATTORNEY’S FEES:** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, each Party shall pay its own attorney’s fees incurred in that action, arbitration or proceeding.

ARTICLE IX INDEMNIFICATION

Each Party shall defend, indemnify and hold harmless the other, as well as its officers, agents and employees, from and against any and all claims, demands, losses and liabilities to or by third parties arising from, resulting from, or connected with, services performed or to be performed under this Agreement to the fullest extent permitted by law, whether arising from Agreement liability(ies) or otherwise.

This duty to indemnify shall not apply to liability from damages arising out of bodily injury to persons or damages to the property caused by, or resulting from, the sole negligence of the County, the City, or their respective officers, agents, and employees.

This duty to indemnify for liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the County’s, and the City’s agents or employees shall apply only to the extent of negligence of the County’s, and the City’s agents, employees, subcontractors, and suppliers.

Both Parties specifically and expressly waive any immunity that may be granted under the Washington State Industrial Act, Title 51 RCW. Further, the indemnification obligation under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation, benefits payable to or by any third party under Worker’s Compensation Acts, Disability Benefits Acts, or other employee benefit acts.

This duty to defend, indemnify, and hold harmless shall include all related costs, reasonable attorney fees, court costs and related expenses asserted against or incurred by the County, the City, or their respective officers, agents, and employees.

The Parties hereby certify that these indemnification provisions were mutually negotiated and agreed to by the Parties.

ARTICLE X PERFORMANCE OF AGREEMENT

- 10.1 **COMPLIANCE WITH ALL LAWS:** Each Party shall comply with all federal, state, and local laws, rules, regulations and ordinances applicable to the performance of this

Agreement, including without limitation, all those pertaining to wages and hours, confidentiality, disabilities, and discrimination.

- 10.2 MAINTENANCE AND AUDIT OF RECORDS: Each Party shall maintain books, records, documents, and other materials relevant to its performance under this Agreement. These records shall be subjected to inspection, review and audit by either Party or its designee, and the Washington State Auditor's Office. Each Party shall retain all such books, records, documents, and other materials for the applicable retention period under federal and Washington law.
- 10.3 ON-SITE INSPECTIONS: Either Party or its designee may evaluate the performance of this Agreement through on-site inspection to determine whether performance is in compliance with the standards set forth in this Agreement, and in compliance with federal, state, and local laws, rules, regulations and ordinances.
- 10.4 TREATMENT OF ASSETS AND PROPERTY: No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.
- 10.5 IMPROPER INFLUENCE: Each Party agrees, warrants and represents that it did not and will not employ, retain or contract with any person or entity on a contingent compensation basis for the purpose of seeking, obtaining, maintaining, or extending this Agreement. Each Party agrees, warrants, and represents that no gratuity whatsoever has been or will be offered or conferred with a view towards obtaining, maintaining, or extending this Agreement.
- 10.6 CONFLICT OF INTEREST: The elected and appointed official and employees of the Parties shall not have any personal interest, direct or indirect, in this Agreement which gives rise to a conflict of interest.
- 10.7 ASSIGNMENT AND SUBCONTRACTING: No portion of this Agreement may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of both parties.
- 10.8 NOTICE: Subject to the requirements of any applicable statute, any notices required or permitted by law or under this Agreement shall be in writing and shall be (i) personally delivered, or (ii) sent by first class certified or registered mail, return receipt requested, with postage prepaid, or (iii) dispatched by facsimile transmission (accompanied with reasonable evidence of receipt transmission and with a confirmation copy mailed no later than the day after transmission) to the Parties' addresses set forth in Article IV.

ARTICLE XI GENERAL PROVISIONS

- 11.1 CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS: The Agreement may be changed, modified, amended, or waived only by written agreement signed by the Parties and adopted by resolution of each Party's legislative authority. Any waiver of a term or condition of this Agreement shall apply only to

the specific act, occurrence or omission and shall not constitute a waiver as to any other term or condition or future act, occurrence, or omission. Waiver of breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

- 11.2 ASSIGNMENT: Neither Party may assign its rights or delegate its duties under this Agreement, whether by assignment, further, subcontract or other means. Any such attempted assignment or delegation shall be void and shall constitute a material breach of this Agreement.
- 11.3 SEVERABILITY: In the event any term or condition of this Agreement or application thereof of any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.
- 11.4 ENTIRE AGREEMENT: This Agreement contains all the terms and conditions agreed upon by the Parties. This Agreement may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. The recitals to this Agreement are incorporate by reference and are part of the Agreement. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.
- 11.5 FILING: Pursuant to RCW 39.34.040, this Agreement shall be posted on the County's website.
- 11.6 HEADINGS: The headings of sections and paragraphs of this Agreement are for convenience of reference only and are not intended to restrict, affect or to be of any weight in the interpretation or construction of the provisions of such sections or paragraphs.
- 11.7 SAVINGS CLAUSE: Nothing in this Agreement shall be construed so as to require the commission of any such act contrary to law, and wherever there is any conflict between any provisions of this Agreement and any statute, law, public regulation or ordinance, the latter shall prevail, but in such event, the provisions of this Agreement affected shall be curtailed and limited only the extent necessary to bring it within legal requirements.
- 11.8 INTERPRETATION: This Agreement has been submitted to the scrutiny of all Parties and their counsel, if desired, and it shall be given a fair and reasonable interpretation in accordance with its words, without consideration or weight given to its being drafted by any Party or its counsel. No stricter construction or interpretation of the terms hereof shall be applied against any Party as the drafter hereof. All words used in the singular shall include the plural; the present tense shall include the future tense; and the masculine gender shall include the feminine and neuter gender.

ADOPTED THIS _____ DAY OF _____, 2025

CITY OF CLE ELUM

Mayor

ATTEST:

City Clerk

ADOPTED THIS _____ DAY OF _____, 2025

**BOARD OF COUNTY COMMISSIONERS
KITITAS COUNTY, WASHINGTON**

Attest:

☐ Clerk of the Board- Julie Kjorsvik

☐ Deputy Clerk of the Board- Mandy Buchholz

Laura Osiadacz, Chair

Cory Wright, Vice-Chair

Brett Wachsmith, Commissioner



HISTORICAL
RESEARCH
ASSOCIATES, INC.

Scope of Work: Bullfrog Flats - Phase I Monitoring and Inadvertent Discovery Plan

Historical Research Associates, Inc. (HRA), is pleased to submit the following scope of work (SOW) and cost proposal to the City of Cle Elum (City) to draft an archaeological monitoring and inadvertent discovery plan (MIDP) for Phase I of the Bullfrog Flats Project (the project). The project is located on approximately 1,100 acres of municipal land in the City of Cle Elum, Washington. The project is being constructed in phases, and each phase of construction will require an MIDP. The City recently completed the review process for Washington's State Environmental Policy Act (SEPA) and Cle Elum's development review procedures, including a public hearing. On March 3, 2025, the City Hearing Examiner Recommended Approval of the overall project, including a preliminary plat for Phase I. As a condition of project approval, the proponent must develop and implement a plan to monitor and avoid impacts to cultural resources during construction.

The following SOW details the tasks, assumptions, and schedule based on HRA's current understanding of Phase 1 of the construction project.

Task 1. Archaeological Monitoring and Inadvertent Discovery Plan (MIDP)

Monitoring and Inadvertent Discovery Plan (MIDP)

HRA will prepare a MIDP for use by the archaeological monitor and construction crew(s). To develop the plan, HRA will conduct limited supplemental background research on applicable State Historic Preservation Office (SHPO) site and survey databases to verify the location and extent of previous surveys and to help inform the protocols in the MIDP. HRA will also review and compile information from previous cultural resource surveys and investigations to determine specifically those locations within the Phase I construction footprint that have a high probability to encounter intact, significant archaeological deposits. (HRA will obtain available GIS shape files from consultants who worked on prior relevant SEPA documents, which could help to simplify and expedite this task.) The MIDP will address all portions of Phase I proposed for development and will apply the additional location criteria identified in Condition 125b of the Hearing Examiner's recommendation.

The MIDP will identify discrete locations of Phase I development areas in which a monitor is required. Typically, archaeological monitoring in areas with a high probability for cultural resources

would require one archaeologist per activity (i.e., grading, vegetation grubbing)/piece of construction equipment. HRA will identify an appropriate number of monitors based on its extensive experience and the requirements of Condition 125b.

The MIDP will also outline the following: protocols and steps that will be followed if archaeological materials are encountered during construction; and protocols for the inadvertent discovery of archaeological materials and/or human remains, including stop work requirements and contact lists.

The MIDP will be completed in 2 steps: draft and final. HRA will submit electronic versions of the draft MIDP to the City for review (Word (.docx) and Adobe (.pdf)). Upon receipt of one set of combined comments, HRA will provide one (1) electronic (.pdf) copy of the final document to the City. The City will then provide the MIDP to the project proponent who will be responsible for ensuring it is implemented by the monitoring archaeologists.

State regulations do not require or define a process for cultural resource monitoring. HRA assumes that the MIDP will not be submitted to WA SHPO or the Tribes for review and comment prior to construction. However, the archaeological monitoring company (to yet be determined) will submit a copy with the final archaeological monitoring report at the conclusion of construction. In addition, HRA will coordinate with the tribes during plan preparation to ensure continuation of harmonious relationships.

Task 2. Project Management

Under this task, HRA will also conduct project management which includes those items necessary for completion of tasks such as project setup and closeout, internal and client planning meetings and communications, review of invoicing, and updates on progress to the client. HRA values open communication with our clients, which is essential to establishing and meeting expectations throughout a project.

Under Task 2, HRA will also assist the City in coordinating with the Washington SHPO, pertinent Tribes, and other agencies, as needed. The level of coordination with Tribes, if any, is not known at this time, and the estimated budget identified for this task is considered contingent. Under this task HRA will only coordinate as directed by the City or WA SHPO. HRA assumes 3 1-hour virtual meetings will be needed under this task.

Schedule

HRA will begin background research within one week of receipt of a fully executed contract (i.e., notice to proceed [NTP]) and receiving appropriate documents and construction plans from the City. A draft MIDP will be completed within four weeks of NTP. HRA will submit the final MIDP within one week of receiving comments on the draft.

Cost and Assumptions

HRA's total cost for tasks outlined in this scope of work (SOW) is \$13,958, to be billed on a time and materials basis. See the attached cost sheet for details.

A breakdown of the costs is shown in the following table.

Table 2. Costs.

Task	Labor	Directs	Total
Task 1: Draft and Final MIDP	\$9,584	\$13	\$9,597
Task 2: Agency and Tribal Coordination	\$4,325	\$0	4,325
Total	\$13, 909	\$13	\$13,922

HRA's cost proposal is made with the following assumptions in mind, deviations from which may require a scope or cost modification:

- The project will be completed in 2025 using current 2025 labor rates. If the project extends into the 2026 calendar year, a cost modification may be required. HRA rates will automatically adjust each calendar year.
- This cost estimate and schedule is valid for up to 30 days. Any delays in accepting the bid and executing a contract could result in changes to the cost estimate and schedule.
- The City will provide all relevant project documents, construction plans, and shapefiles of the proposed construction area within one week of an executed contract.
- No field investigations will be required.
- The MIDP will be prepared for Phase 1 of project construction. If additional phases of construction are included in the current project a scope modification may be necessary.
- There will be no in-person meetings. All coordination meetings with Tribes or SHPO will be virtual.

Bullfrog Flats Phase I Construction MIDP

Page 120 of 120