

CITY ADMINISTRATOR
ROBERT OMANS

CITY CLERK
DEBBIE LEE

CITY TREASURER
ROBIN NEWCOMB

PUBLIC WORKS

POLICE CHIEF
RICH ALBO

FIRE CHIEF
ED MILLS

PLANNER

**City Council
Agenda
July 10, 2023
6:00 PM**



119 W FIRST STREET
CLE ELUM, WA 9922

MAYOR
JAY MCGOWAN

MAYOR PRO-TEMPORE
KEN RATLIFF

CITY COUNCIL
JOHN GLONDO
BETH WILLIAMS
SIW BAY-HANSEN
STEVEN HARPER
MATTHEW LUNDH
SARAH LACKEY

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

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**
2. **Public Comments on Non-Agenda Items – Limited to 5 Minutes**
 - a. [Phil Hess - Public Comment Attachment](#)
3. **Announcements, Appointments, Awards & Recognition**
4. **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. [Minutes of the 06/26/2023 Council Meeting](#)
 - b. [Accounts Payable Vouchers 07/10/2023 - As Approved by the Budget Committee - See Report](#)
 - c. [Payroll Vouchers 07/05/2023](#)
 - d. [Minutes of the 06/28/2023 Special Meeting Executive Session](#)
5. **Approval of Meeting Agenda**
6. **Officer Reports - City Administrator, Planning Department, Public Works, Police Chief, Fire Chief, Veolia**
 - a. [Budget Financial Report - FYI](#)
 - b. [Veolia - Graphs William LaRue](#)

City Council AGENDA

July 10, 2023

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- c. City Administrator Rob Omans
- d. Fire Department Incident Graph June 2023
- 7. **Public Appearances – 15-Minute Limit**
 - a. Wastewater Outfall Hanson Ponds - Mel Babik, Mitch Long (Kittitas Conservation Trust)
- 8. **Business Requiring Public Hearings**
- 9. **Unfinished Business**
 - a. 2023-016 Resolution of the City of Cle Elum, Washington, Adopting the City of Cle Elum Council & Commissions Operating Policies & Procedures Manual - Gary Berndt
 - b. 1646 Ordinance of the City of Cle Elum, Washington, Adopting Finding of Fact, Amending the Comprehensive Plan to Add a New Goal and Policies to Further Protect the City From Threat of Wildfires; Providing for Severability; and Establishing an Effective Date - Colleda Monick HLA
 - c. 1645 Ordinance Inland Franchise Agreement - Colleda Monick HLA
 - d. Councilmember Pay
- 10. **New Business**
 - a. 2023-019 Resoltuion ROW Vacation Request - Colleda Monick HLA
 - b. Professional Services Agreement - 47 Degrees North Project - Perteet Signed - Ben Annen HLA
 - c. Professional Service Agreement - City Heights Planner - Signed Perteet 2023 Contract Extension - Ben Annen HLA
 - d. Cle Elum Round Up Noise Variance Request July 28 & 29, 2023.
 - e. Ordinance 1647 An Ordinance of the City of Cle Elum, Washington, Relating to the Appointment of the Public Works Director and Planning Director; Providing for Severability; and Establishing an Effective Date.
- 11. **Report of Committees**
- 12. **Adjournment by Motion**

Next Regular Council Meeting: 07/24/2023 6:00 pm

My name is Phil Hess; I reside at 4650 Airport Rd. My comments today are process oriented.

I wish to speak in support of adopting Ordinance #1646 **Wildfire Safety/Fire Resiliency** amendments to the City Comprehensive Plan. My Planning commission comments are already included in your meeting packet. --- but I wish to emphasize.....

This is a significant first step to providing City Leaders, and the Fire Chief (now and in the future) with the tools they need to assure that we pass on a green forested landscape to those that follow us.

We must continue to acknowledge that we live in a high fire risk area. In the State of WA, on a scale of 1 to 100 Kittitas County ranks 92 in terms of fire risk (Headwaters Economics, Jan 2022)

Now, within the next year we should adopt into code detailed requirements for new construction and existing homes defensible space and outward from defensible space. This code should provide for periodic inspections, under the direction of the City Fire Chief, to assure that vegetation is maintained for fire resiliency.

Managing vegetation for fire resiliency is not a one time fix. It is a continual process with vegetation management entries every 5 to 10 years. We chose to live in the forest, and we must accept this responsibility as an Obligation

Too me, there is a huge disconnect between multiple planning authorities & jurisdictions driving how our community will look 20-30-40 years into the future. O Ordinance #1646 is a critically important part of this future vision. It is important to recognize that land use, growth management planning, transportation planning, emergency service planning are all closely inter-connected to this fire resiliency comprehensive plan amendment #1646.
Now

In my view, we should have a professionally prepared Master Plan with a vision of what the upper county should look like in the future, and staying green ! So ...How and where do we start this conversation?

The subject of a Single Growth Management authority to replace the multiple planning authorities & jurisdictions for the upper County has been brought up at the Conference of Government (COG) monthly meetings.

For example at a recent COG meeting Cory Wright suggested we look at the Thurston Regional Planning Council as a possible model to explore. Maybe this was a start ----- ?

I believe our own City planning commission (and City Council) are uniquely positioned to influence COG to pursue development of a Master Plan of what the upper county should look like in the future.

Again Ord #1646 is an important accomplishment to help drive land use planning in away that our landscapes & communities we have been privileged to enjoy are attractive to those who follow us.

CLE ELUM CITY COUNCIL

AGENDA

JUNE 26, 2023

6:00 p.m.



119 W FIRST STREET
CLE ELUM, WA 98922

Item 4 A

**The City of Cle Elum is inviting you to a scheduled
In-Person or Virtual City Council Meeting.**

Join In-Person:

Cle Elum Council Chambers
119 W First Street
Cle Elum, WA 98922

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

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

Steven Harper – Councilmember present

Beth Williams – Councilmember (excused absence)

Sew Bay – Hansen – Councilmember (excused absence)

Kan Ratliff – Councilmember present

John Glondo – Councilmember present

Mathew Lundh – Councilmember present

Sarah Lackey – Councilmember present

Jay McGowan – Mayor

Rob Omans – City Administrator

Debbie Lee – Clerk

Rich Albo – Police Chief

MOTION: Councilmember Lundh made a motion to approve the absence of Councilmember Williams and Councilmember Hansen; seconded by Councilmember Glondo.

MOTION CARRIED: 5 yes 0 no.

2. **Public Comment – Limited to 5 Minutes**

Ingrid Vimont – Stated she is against 47* North as it would put the hospital in a financial deficit.

Larry Stauffer – Stated that this was the end of the comment period for 47* North and the citizens exceeded his expectations.

Patricia Garris – Spoke about growing up in Cle Elum and how 47* North would cause a massive influx.

Tiffany Christman – Stated that she was tired and has educated many people in the community on the 47* North Project. She went on to state now that school is out that maybe the city can look at the meeting schedule and change to another day, so it does not conflict with their meeting. Tiffany

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also commented that she looked at the website and there are some meeting minutes that are missing.

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

Mayor McGowan explained to Council that the Annual Board Meeting for the Yakima Basin Fish and Wildlife Recovery Board is August 9th. They will have an introduction, tour and luncheon. This would be a good opportunity to get an idea of what they do.

Mayor McGowan informed Council that there will be an Executive Session on Wednesday the 28th at 2:00 p.m. regarding personnel. Discussion was had about the time of the meeting and how it might not work for everyone. It was decided that the meeting will be held at 11:00 a.m.

4. **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. **Minutes of the 06/12/2023 Regular Council Meeting**
- b. **Accounts Payable Vouchers 06/12/2023– as approved by the Budget Committee – See Report**

MOTION: Councilmember Lundh made a motion to approve the consent agenda; seconded Councilmember Glondo.

MOTION CARRIED: 5 yes 0 no.

5. **Approval of Meeting Agenda**

Councilmember Harper made a motion to add for discussion under New Business E. Mayor Pro Tem.

MOTION: Councilmember Lundh made a motion to approve the agenda as amended to add under New Business E. Mayor Pro Tem; seconded by Councilmember Harper.

MOTION CARRIED: 5 yes 0 no.

6. **Officer / Commissioner Reports**

City Administrator, Planning, Public Works, Police Chief

City Administrator – See attached Councilmember Salary Survey. He added Clyde Hill and some notes. Omans also presented a list of grants that the City has applied for and are awaiting notification if they were awarded. Omans informed Council that 100 young people will be doing a community service project helping weed flower beds and picking up garbage Tuesday night from 6:30 p.m.-8:30 p.m.

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Planning – No report submitted.

Public Works – No report submitted.

Chief Albo submitted some stats for the month. See the attached report. The HVAC bid was accepted, and the job should be completed in a few more days. Chief Albo reported that the Police Department has seen a lot of activity lately. Recently another officer gave his notice as he no longer wants to work in law enforcement. The Police Department will be conducting oral boards tomorrow to select two new sergeant positions. Chief Albo reminded everyone that fireworks are illegal in the City of Cle Elum.

7. Public Appearances – 15-Minute Limit

a. Chamber of Commerce Report – Amy McGuffin

McGuffin informed Council that the Chamber of Commerce has partnered with the Downtown Association and so far, there are 64 participants in the Pioneer Days Parade. McGuffin said that usually the day of the parade they will get an additional 20 participants signed up. McGuffin wanted to thank staff for their help with the 4th of July activities. There will be vendors/activities for kids and fireworks. The Business Development Center will be holding weekly L&I classes for anyone interested. McGuffin mentioned that when families come to this type of event, they tend to spend 5X more than normal. McGuffin stated that citizens can sign up for the parade on the website and that the cutoff date is Wednesday. They can also sign up the day of the parade but will be placed on the end of the parade line up.

Councilmember Ratliff thanked McGuffin for mentioning the 3 on 3 basketball tournament and stated that the people who put on this tournament also put on a basketball tournament in the fall. McGuffin is aware of this. The Yakima Nation stores all the hoops for these tournaments and Councilmember Ratliff would like to thank them.

b. CEDA Downtown Association Report – Jordan Peterson

Peterson submitted a written report. Please see attached.

Councilmember Lundh would like to congratulate Peterson for being appointed as the new Executive Director.

8. Business Requiring Public Hearings

a. Six Year Transportation Improvement Program From 2024-2029 STIP

The Public Hearing was opened at 6:54 p.m. and closed at 6:56 p.m.

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Ben Annen with HLA explained the this is the time for Public Comment and there are 14 projects on this list. You can amend this 6-year TIP at any time if priorities change or funding becomes available to the city.

Councilmember Ratliff would like to see some type of evaluation happen when it comes to the roundabout.

Larry Stauffer commented and inquired as to how future projects and their processes fit into the 6-year TIP.

Ingrid Vimont asked if the Hospital District will be involved with the First & Pine area near Safeway traffic study.

Councilmember Harper asked who prepared the document. It is prepared by HLA and City Staff, and they have made their best judgement with this plan. Councilmember Harper would like to move Third Street into a four-year rotation. And move First Street Improvements priority #7 to priority #14. Councilmember Harper would be more comfortable with these changes. All other projects move up the list in priority.

MOTION: Councilmember Harper made a motion to move Third Street to a four-year rotation and move Project #7 First Street to Project #14.

MOTION FAILED: due to lack of second.

MOITON: Councilmember Harper made a motion to move project #11 to #7; seconded by Councilmember Ratliff. This vote changes the document.

MOTION CARRIED: 5 yes 0 no.

Annon from HLA explained that more evaluation needs to be completed before First & Pine can be considered.

Discussion was had about all projects.

9. **Unfinished Business**

a. **2023-016 Resolution of the City of Cle Elum, Washington, Adopting the Cle Elum City Council Operating Policies and Procedures Manual – Gary Berndt**

MOTION: Councilmember Lundh would like this to be tabled. Councilmember Lundh realized this was still in his draft box and he did not send it to the Clerk until this morning; will be tabled until the next meeting July 10, 2023.

Title changes and grammar changes and a few descriptions.

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b. 1646 Ordinance of the City of Cle Elum, Washington Adopting Finding of Fact, Amending the Comprehensive Plan to Add a New Goal and Policies to Further Protect the City from Threat of Wildfires; Providing for Severability; and Establishing an Effective Date – Colleda Monick HLA

Colleda Monick gave a staff report and process regarding the Ordinance brought to Council. This is the first reading of the Ordinance. Planning Department recommends these goals presented.

Councilmember Ratliff asked if items 1-13 seem like it is not ready to be adopted by the Ordinance. These are up to Council to decide about adding these policies. If there are changes, they can be added when the Ordinance is read for the second time.

MOTION: Councilmember Harper stated with the number of policies he is comfortable about coming back and revisiting this at the next meeting; seconded by Councilmember Ratliff.

MOTION CARRIED: 5 yes 0 no.

Councilmember Harper likes the supporting document verbiage and would like to revisit at the next meeting.

10. New Business

a. 1645 Ordinance Inland Franchise Agreement 1st Reading – Colleda Monick HLA 2023-012

Inland has been providing the Franchise for over 20 years.

Councilmember Ratliff asked if this was a boiler plate agreement. Monick said yes.

Councilmember Harper asked to be recused from the vote as he is an agent of Inland.

It was explained that this is the first reading and there needs to be two. So, this Franchise Agreement will be voted on at the July 10, 2023, Council Meeting.

b. Resolution of the City of Cle Elum, Washington Adopting a Six Year Transportation Improvement Program, From 2024 to 2029

MOTION: Councilmember Harper made a motion to adopt the 6-year transportation as amended; seconded by Councilmember Lundh.

MOTION CARRIED: 5 yes 0 no.

c. 2023-017 Resolution Providing for the Disposal of Certain Inventory Items: Public Works Equipment/Tools see Exhibit A

City Administrator Omans stated that these items on the surplus list are no longer working.

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MOTION: Councilmember Lundh made a motion to approve Resolutions 2023-017 & 2023-018 Surplus items; seconded by Councilmember Harper.

MOTION CARRIED: 5 yes 0 no.

d. 2023-018 Resolution Providing for the Disposal of Certain Inventory Items: City Hall

See above.

e. Mayor Pro Tem Discussion

Councilmember Harper is concerned when it nears time for elections, we could have a lapse with the Mayor Pro Tem position. Harper would like to see a continuity of service.

Discussion was had to have this discussion closer to election time.

11. Committee Reports

Councilmember Ratliff stated that the Utility Committee has been meeting regarding sewer rates and how it could possibly affect families and businesses. Ratliff would like to see the City of Cle Elum stay as a family and business friendly town.

More discussion will happen when they have all the information available.

12. Adjournment by Motion

MOTION: Councilmember Glondo made a motion to adjourn @ 7:57 p.m.

Next Scheduled Regular Council Meeting: Monday, July 10, 2023 – 6:00 p.m.

CHECK REGISTER

ITEM 4 B

City Of Cle Elum

Time: 15:52:07 Date: 07/06/2023

06/27/2023 To: 07/10/2023

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2858	06/27/2023	Claims	1	EFT	WA State Dept of Licensing	18.00	Gun permit #959
2878	06/27/2023	Claims	1	EFT	Cintas Corporation	322.42	city hall re-fill of medicine cabinet supplies; public works re-fill of medicine cabinet; 6/19 shop cleaning; Mats/Towels/Uniforms 6/20
2892	06/28/2023	Claims	1	EFT	WA State Dept of Revenue	9,496.69	May 2023 Excise Tax
2919	07/03/2023	Claims	1	EFT	Century Link	1,492.40	Fire dept telephone 674-5785; Public Works Telephone 674-5126; Library telephone 674-2313; City Hall telephone 674-2262; Fire Dept telephone 674-1748; Water plant telephone 674-3963; Police dept telep
2920	06/30/2023	Claims	1	EFT	Century Link	67.56	Long distance for city
2921	07/03/2023	Claims	1	EFT	U.S. Cellular	98.08	water plant M2M cell
2922	07/03/2023	Claims	1	EFT	U.S. Cellular	437.28	Cell phones admin, fire, public works
2923	07/03/2023	Claims	1	EFT	United Health Care Insurance Company	472.25	Sam Krahenbuhl LEOFF 1 supplemental health
2975	06/30/2023	Claims	1	EFT	American Express	38.62	June merchant services
2976	06/30/2023	Claims	1	EFT	Chase Paymentech	761.56	June merchant services utility
2977	06/30/2023	Claims	1	EFT	Chase Paymentech	183.92	merchant services June/non utility
2978	06/30/2023	Claims	1	EFT	Verizon Wireless	984.29	Police Dept cell phones
2993	07/03/2023	Claims	1	EFT	Cintas Corporation	254.67	Mats/Towels/Uniforms/Cleaning 6/27
2994	07/03/2023	Claims	1	EFT	Gigabeam Internet	57.00	Fire department internet
2995	07/03/2023	Claims	1	EFT	Inland Networks	25.00	Library alarm monitoring
2996	07/03/2023	Claims	1	EFT	Methodworks	324.30	Monthly patching for clients and servers
2997	07/03/2023	Claims	1	EFT	Wholesail Networks	1,260.00	City internet
2998	07/03/2023	Claims	1	EFT	Xpress Bill Pay	398.96	Merchant fees June 2023
3016	06/30/2023	Claims	1	EFT	U.S. Bank	46,147.50	<u>Final Fire Dept. Bldg Payment June 2023</u>
3028	07/05/2023	Claims	1	EFT	11:11 systems	200.00	City fire wall
3029	07/05/2023	Claims	1	EFT	Iron Mountain	96.46	Police dept shredding
3030	07/05/2023	Claims	1	EFT	T-Mobile	124.60	Backup internet police/city hall, fire dept, regional water plant
3057	06/30/2023	Claims	1	EFT	Chase Paymentech	363.25	May merchant fees non utility
3058	06/30/2023	Claims	1	EFT	Chase Paymentech	865.06	May merchant fees utility
3061	07/10/2023	Claims	1	45630	Abadan	25.84	Police Dept copier usage 5/2 to 7/1
3062	07/10/2023	Claims	1	45631	Jane Agar	270.00	Library cleaning June
3063	07/10/2023	Claims	1	45632	BNSF Railway Company	3,500.00	Land Lease for Parking 7/1 to 6/29 contract #BF83005
3064	07/10/2023	Claims	1	45633	Badger Creek Products	97.56	Police dept patches/Venera and Helgeson
3065	07/10/2023	Claims	1	45634	Brown and Jackson Septic	420.00	Coal Mine Trail Port A Potty; Cemetery Port A Potty Forest Service Rd; 719 E 3rd park Port A Potty
3066	07/10/2023	Claims	1	45635	City of Cle Elum - Petty Cash - Police	84.93	police dept petty cash -- solid waste dump, batteries, garbage bags, plates

CHECK REGISTER

City Of Cle Elum

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
3067	07/10/2023	Claims	1	45636	Cle Elum Farm and Home	915.66	Cord Appl 12/3SPT3 Police; cemetery, Aaron, irrigation, water, Cody, Kathi, coal cart, watermain, shop, park, shed, burn dump, Rob, locator, flowers, shop shirt Dave, Shop, firemans park, keys
3068	07/10/2023	Claims	1	45637	Cle Elum Hardware	355.82	13 gallon & 55 gallon trash bags fire; cemetery, irrigation, dump truck, 3rd street park, silverado
3069	07/10/2023	Claims	1	45638	CloudPWR	2,497.11	Box enterprise user unlimited -- planning
3070	07/10/2023	Claims	1	45639	Consolidated Supply Co.	8,588.44	water meter supplies; public works Hymax couplings x 2 long body meter supplies; water meter supplies
3071	07/10/2023	Claims	1	45640	Copiers Northwest Inc.	126.61	City Hall Usage copier 5/19 to 7/18
3072	07/10/2023	Claims	1	45641	Daily Record	279.55	City Hall Daily Record 1 year -- expires 7/22/23
3073	07/10/2023	Claims	1	45642	Grainger	61.52	public works cable ties
3074	07/10/2023	Claims	1	45643	H.D. Fowler	6,076.76	Meter supplies; water meter supplies
3075	07/10/2023	Claims	1	45644	Heritage Law	600.00	Defense attorney fees June C12851CPL and 12854CPL
3076	07/10/2023	Claims	1	45645	James Oil/Pacific Pride	1,523.52	public works fuel 6/15 to 6/30; Police Dept fuel 6/19
3077	07/10/2023	Claims	1	45646	Jerrol's	407.65	paper, tissue, towels, binder clips/city hall; bath tissue/city hall; City Hall/paper
3078	07/10/2023	Claims	1	45647	Kittcom	40,147.75	Fire dept 3rd Qtr Dispatch services; Police Dept 3rd Qtr Dispatch Services
3079	07/10/2023	Claims	1	45648	Law Office of Mark W. Garka, PLLC	3,000.00	June Prosecution Services
3080	07/10/2023	Claims	1	45649	Lexipol, LLC	906.40	Police dept annual police one academy
3081	07/10/2023	Claims	1	45650	Marson & Marson	54.41	public works nylon connectors; public works zinc u bolt; wire round hole/public works; steel nipples/public works; axis star ext tool/public works
3082	07/10/2023	Claims	1	45651	Mountain Auto Parts	1,940.92	Box Miniatures, Oil, 22" Exact fit blade, Napa oil filters police invoices; Fire Department TRTU Ext. Life Gallon; Dave, airport mower, 21, 24,25, Robs new ride, hustler, Dave shop, 30, 23, 24, chevy,
3083	07/10/2023	Claims	1	45652	NC Machinery Company	2,375.68	Public works 8H -2810 Case A part; vee belt set public works; public works vee belt set, cylinders, shaft, cushions, bracket, seal kits -- grader
3084	07/10/2023	Claims	1	45653	Northern Kittitas County Tribune	226.80	RFP for bids for meter reading radio system Allegro Fixed Base; Notice of resolution 2023-013 bldg permit fee schedule; Notice of ord #1644 to increase the salary for parks and cemetery caretaker
3085	07/10/2023	Claims	1	45654	Perteet Inc.	1,403.75	City Heights Planning for June

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3086	07/10/2023	Claims	1	45655	RWC	6,616.10	Public works spring/ball; Unit 21 repair -- Dumptruck transmission
3087	07/10/2023	Claims	1	45656	Santander Bank, N.A.	132,686.96	Payment #1 -- <u>Vac Truck Lease</u>
3088	07/10/2023	Claims	1	45657	Suncadia	11,006.00	Water and Sewer Capital Reimbursements -- Building permit #2023-004 for Les Schwab -- 907 Douglas Munro Blvd.
3089	07/10/2023	Claims	1	45658	Kathleen S Swanson	420.00	June City Hall Cleaning Services
3090	07/10/2023	Claims	1	45659	Tacoma Screw Products Inc.	236.02	Public works screws/nuts/bolts
3091	07/10/2023	Claims	1	45660	The Seattle Times	3,595.05	Advertising for public works parks/Cemetery/Operator positions
3092	07/10/2023	Claims	1	45661	Tire Centers Inc.	3,176.10	Ford F150 1994 new tires --- had wrong rims on; Frtliner Dumptruck new tires
3093	07/10/2023	Claims	1	45662	Uline	1,605.04	Public works 95 gal bags
3094	07/10/2023	Claims	1	45663	WA State Dept of Trans.	239.06	SR 903 MP 1.8-1.9 plan review and inspection -- 1st St. Phase 3C; W 1st St. and SCE Way signal maintenance
3095	07/10/2023	Claims	1	45664	WA State Dept of Transportation	3,353.59	Police Dept June fuel
3096	07/10/2023	Claims	1	45665	WA State Treasurer	1,041.13	June Fees Court Remittance
3097	07/10/2023	Claims	1	45666	Washington Assoc of Bldg Officials	2,650.86	2021 Int'l Bldg Code Books; 2021 Int'l Bldg Code Books; 2021 Int'l Bldg Code Books
3098	07/10/2023	Claims	1	45667	Washington Assoc of Sheriff Police Chief	375.00	Police dept Albo conference registration
3099	07/10/2023	Claims	1	45668	Willette's Service Llc	217.26	#10 flat tire public works Colorado Pickup; Fire Dept fuel June
						511 Legislative	90.30
						515 Legal Services	3,600.00
						518 Centralized Services	7,641.59
						521 Police Department	40,730.28
						522 Fire Department	7,595.85
						536 Cemetery	967.61
						558 Planning & Community Devel	5,147.97
						572 Libraries	367.23
						576 Park Facilities	1,279.82
						001 Current Expense/General Fund	67,420.65
						542 Streets - Maintenance	1,645.67
						543 Streets Admin & Overhead	6,143.53
						591 Debt Service - Principal Repayment	35,825.48
						101 Street Fund	43,614.68
						595 Capital Expenditures- Streets	706.40
						102 TIB Complete Streets Grant	706.40
						521 Police Department	503.21
						554 Environmental Services	115.23
						104 Police 3/10's Sales Tax Fund	618.44
						542 Streets - Maintenance	105.00
						110 Coal Mine Trail Fund	105.00

CHECK REGISTER

City Of Cle Elum

06/27/2023 To: 07/10/2023

Time: 15:52:07 Date: 07/06/2023

Page: 4

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			558 Planning & Community Devel			1,403.75	
			127 City Heights CRA 2020-01 Devel. Fund			1,403.75	
			591 Debt Service - Principal Repayment			45,000.00	
			592 Debt Service - Interest Costs			1,147.50	
			201 General Obligation Loan/Debt Fund			46,147.50	
			534 Water Utilities			27,912.96	
			401 Water Fund			27,912.96	
			537 Garbage & Solid Waste			3,239.22	
			402 Sanitary Fund			3,239.22	
			534 Water Utilities			692.46	
			404 Water Regional Fund			692.46	
			591 Debt Service - Principal Repayment			43,786.70	
			406 Water Capital Reserve Fund			43,786.70	
			535 Sewer			17,813.05	
			409 Sewer Fund			17,813.05	
			591 Debt Service - Principal Repayment			53,074.78	
			413 Sewer Capital Reserve Fund			53,074.78	
			580 Non Expenditures			1,059.13	
			699 State Agency Fund 380/580			1,059.13	
						307,594.72	Claims: 307,594.72

CHECK REGISTER

City Of Cle Elum

Time: 15:52:07 Date: 07/06/2023

06/27/2023 To: 07/10/2023

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

_____	Date _____
John Glondo	

_____	Date _____
Steven Harper	

_____	Date _____
Ken Ratliff	

Payroll CHECK REGISTER

Item 4c

City Of Cle Elum

06/06/2023 To: 07/05/2023

Time: 11:45:45 Date: 07/06/2023

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2499	06/09/2023	Payroll	1	EFT	Jacob McCleary	2,218.26	
2500	06/09/2023	Payroll	1	EFT	Umpqua Bank	387.74	941 Deposit for Pay Cycle(s) 06/09/2023 - 06/09/2023
2501	06/09/2023	Payroll	1	EFT	WA State Dept of Labor & Ind.	10.25	2ND Quarter L&I: 06/09/2023 - 06/09/2023
2633	06/20/2023	Payroll	1	EFT	Jane Agar	1,200.00	
2634	06/20/2023	Payroll	1	EFT	Virgil D Amick	1,500.00	
2635	06/20/2023	Payroll	1	EFT	Cheryl Anderson	1,200.00	
2636	06/20/2023	Payroll	1	EFT	Matthew R Anderson	2,000.00	
2637	06/20/2023	Payroll	1	EFT	Aaron G Barr	1,600.00	
2638	06/20/2023	Payroll	1	EFT	John M Butorac	1,900.00	
2639	06/20/2023	Payroll	1	EFT	Audrey M Casassa	1,300.00	
2640	06/20/2023	Payroll	1	EFT	Brian DeFrang	500.00	
2641	06/20/2023	Payroll	1	EFT	Bradley D Helgeson	2,000.00	
2642	06/20/2023	Payroll	1	EFT	Kathryn A Heller	750.00	
2643	06/20/2023	Payroll	1	EFT	Debbie Lee	1,100.00	
2644	06/20/2023	Payroll	1	EFT	David Lindseth	1,600.00	
2645	06/20/2023	Payroll	1	EFT	Edwin L Mills	2,500.00	
2646	06/20/2023	Payroll	1	EFT	Cheryl J Montgomery	1,750.00	
2647	06/20/2023	Payroll	1	EFT	Robin L Newcomb	2,500.00	
2648	06/20/2023	Payroll	1	EFT	Robert F Omans	2,000.00	
2649	06/20/2023	Payroll	1	EFT	Whitney Prosek	600.00	
2650	06/20/2023	Payroll	1	EFT	Jennifer E Rogers	2,000.00	
2651	06/20/2023	Payroll	1	EFT	Kathleen S Swanson	2,000.00	
2652	06/20/2023	Payroll	1	EFT	Cornelia J Van Dongen	1,000.00	
2653	06/20/2023	Payroll	1	EFT	Anthony A Venera	2,000.00	
2654	06/20/2023	Payroll	1	EFT	Umpqua Bank	20,000.00	
2929	07/05/2023	Payroll	1	EFT	Jane Agar	1,432.91	
2930	07/05/2023	Payroll	1	EFT	Cameron Akana	3,541.94	
2931	07/05/2023	Payroll	1	EFT	Richard D Albo	6,939.46	
2932	07/05/2023	Payroll	1	EFT	Virgil D Amick	2,101.49	
2933	07/05/2023	Payroll	1	EFT	Cheryl Anderson	2,236.72	
2934	07/05/2023	Payroll	1	EFT	Matthew R Anderson	4,053.07	
2935	07/05/2023	Payroll	1	EFT	Aaron G Barr	3,837.19	
2936	07/05/2023	Payroll	1	EFT	Siw Bay-Hansen	227.46	
2937	07/05/2023	Payroll	1	EFT	John M Butorac	1,328.93	
2938	07/05/2023	Payroll	1	EFT	Audrey M Casassa	2,216.70	
2939	07/05/2023	Payroll	1	EFT	Brian DeFrang	3,509.08	
2940	07/05/2023	Payroll	1	EFT	Mike Engelhart	14,313.11	
2941	07/05/2023	Payroll	1	EFT	Adam C Fortier	1,055.65	
2942	07/05/2023	Payroll	1	EFT	John J Glondo	227.46	
2944	07/05/2023	Payroll	1	EFT	Bradley D Helgeson	5,629.84	
2945	07/05/2023	Payroll	1	EFT	Kathryn A Heller	2,079.61	
2946	07/05/2023	Payroll	1	EFT	Nathan J Henderson	126.77	
2947	07/05/2023	Payroll	1	EFT	Alec Johnson	5,208.26	
2948	07/05/2023	Payroll	1	EFT	Craig D Juris	4,240.97	
2949	07/05/2023	Payroll	1	EFT	Jessica T Korich	2,992.93	
2950	07/05/2023	Payroll	1	EFT	Sarah E Lackey	227.46	
2951	07/05/2023	Payroll	1	EFT	Debbie Lee	3,953.27	
2952	07/05/2023	Payroll	1	EFT	David Lindseth	1,984.60	
2954	07/05/2023	Payroll	1	EFT	Matthew Lundh	227.46	
2955	07/05/2023	Payroll	1	EFT	Mario M Magnotti	4,482.43	
2957	07/05/2023	Payroll	1	EFT	Edwin L Mills	2,334.46	
2958	07/05/2023	Payroll	1	EFT	Cheryl J Montgomery	2,162.19	

CHECK REGISTER

City Of Cle Elum

06/06/2023 To: 07/05/2023

Time: 11:45:45 Date: 07/06/2023

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2959	07/05/2023	Payroll	1	EFT	Robin L Newcomb	2,902.09	
2960	07/05/2023	Payroll	1	EFT	Robert F Omans	4,246.28	
2961	07/05/2023	Payroll	1	EFT	Casey Orndorff	125.70	
2962	07/05/2023	Payroll	1	EFT	Luanne C Osiadacz	298.05	
2963	07/05/2023	Payroll	1	EFT	Robert J Partridge	6,802.42	
2964	07/05/2023	Payroll	1	EFT	Amy E Pridemore	1,069.51	
2965	07/05/2023	Payroll	1	EFT	Whitney Prosek	1,255.31	
2966	07/05/2023	Payroll	1	EFT	Kenneth C Ratliff	227.46	
2967	07/05/2023	Payroll	1	EFT	Jennifer E Rogers	2,106.60	
2968	07/05/2023	Payroll	1	EFT	Kelsey Seiser	3,234.17	
2969	07/05/2023	Payroll	1	EFT	John Storch	1,414.70	
2970	07/05/2023	Payroll	1	EFT	Cody Strohl	3,830.57	
2971	07/05/2023	Payroll	1	EFT	Kathleen S Swanson	2,989.08	
2972	07/05/2023	Payroll	1	EFT	Cornelia J Van Dongen	612.26	
2973	07/05/2023	Payroll	1	EFT	Anthony A Venera	2,962.24	
2974	07/05/2023	Payroll	1	EFT	Elizabeth M Williams	227.46	
2982	07/05/2023	Payroll	1	EFT	AWC Health Insurance	33,496.02	Pay Cycle(s) 07/05/2023 To 07/05/2023 - Asuris 250 Med/Den/Vis
2983	07/05/2023	Payroll	1	EFT	Colonial Life	826.95	Pay Cycle(s) 07/05/2023 To 07/05/2023 - Colonial Insurance Pre; Pay Cycle(s) 07/05/2023 To 07/05/2023 - Colonial Insurance
2984	07/05/2023	Payroll	1	EFT	HRA VEBA Trust Contributions	7,056.00	Pay Cycle(s) 07/05/2023 To 07/05/2023 - Veba
2985	07/05/2023	Payroll	1	EFT	Northwest Admin Transfer Acct	3,721.00	Pay Cycle(s) 07/05/2023 To 07/05/2023 - NW Admin RWT/Dental
2986	07/05/2023	Payroll	1	EFT	Teamsters Local #760	953.00	Pay Cycle(s) 07/05/2023 To 07/05/2023 - Teamsters Dues
2987	07/05/2023	Payroll	1	EFT	UEBT	12,564.00	Pay Cycle(s) 07/05/2023 To 07/05/2023 - UEBT Medical Vision
2988	07/05/2023	Payroll	1	EFT	WA State Dept of Retirement Sys.	5,488.00	Pay Cycle(s) 07/05/2023 To 07/05/2023 - Deferred Comp
2989	07/05/2023	Payroll	1	EFT	WA State Dept of Retirement Sys.	29,429.02	Pay Cycle(s) 07/05/2023 To 07/05/2023 - PERS2; Pay Cycle(s) 07/05/2023 To 07/05/2023 - LEOFF2; Pay Cycle(s) 06/09/2023 To 07/05/2023 - PERS 3
2990	07/05/2023	Payroll	1	EFT	Washington State Support Registry	126.42	Pay Cycle(s) 07/05/2023 To 07/05/2023 - Child Support
2991	07/05/2023	Payroll	1	EFT	Umpqua Bank		wrong amount
2992	07/05/2023	Payroll	1	EFT	Umpqua Bank	37,247.91	941 Deposit for Pay Cycle(s) 07/01/2023 - 07/31/2023
2943	07/05/2023	Payroll	1	45623	Steven M Harper	217.46	
2953	07/05/2023	Payroll	1	45624	Cole M Lowenstein	1,003.46	
2956	07/05/2023	Payroll	1	45625	Jay McGowan	2,485.49	
2979	07/05/2023	Payroll	1	45626	Bill Rolcik Memorial Fund	140.00	Pay Cycle(s) 07/05/2023 To 07/05/2023 - Bill Rock Mem Fund
2980	07/05/2023	Payroll	1	45627	New York Life Insurance	140.00	Pay Cycle(s) 07/05/2023 To 07/05/2023 - NY Life
2981	07/05/2023	Payroll	1	45628	WCTPTF	4,306.98	Pay Cycle(s) 07/05/2023 To 07/05/2023 - Teamsters Pension Trust

CHECK REGISTER

City Of Cle Elum

06/06/2023 To: 07/05/2023

Time: 11:45:45 Date: 07/06/2023

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
3049	07/05/2023	Payroll	1	45629	Mike Engelhart	900.00	Mike Englehart payroll re issued check as savings account was closed so payroll was returned to city
			511 Legislative			1,883.91	
			512 Judicial			5,834.63	
			513 Executive			10,956.83	
			514 Financial, Recording & Elections			22,560.97	
			521 Police Department			116,510.91	
			522 Fire Department			12,412.62	
			536 Cemetery			3,741.48	
			558 Planning & Community Devel			8,283.87	
			572 Libraries			9,001.92	
			576 Park Facilities			5,925.89	
			580 Non Expenditures			-2,393.41	
			001 Current Expense/General Fund			194,719.62	
			542 Streets - Maintenance			17,463.78	
			101 Street Fund			17,463.78	
			521 Police Department			15,458.24	
			554 Environmental Services			3,689.56	
			104 Police 3/10's Sales Tax Fund			19,147.80	
			534 Water Utilities			38,338.79	
			401 Water Fund			38,338.79	
			537 Garbage & Solid Waste			8,155.39	
			402 Sanitary Fund			8,155.39	
			535 Sewer			27,253.59	
			538 Combined Utilities			7,614.31	
			409 Sewer Fund			34,867.90	
						312,693.28	Payroll:
							312,693.28

CHECK REGISTER

City Of Cle Elum

Time: 11:45:45 Date: 07/06/2023

06/06/2023 To: 07/05/2023

Page: 4

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

_____	Date _____
John Glondo	

_____	Date _____
Steven Harper	

_____	Date _____
Ken Ratliff	

**CITY COUNCIL AGENDA
Special Meeting Executive
Session**

Wednesday June 28, 2023

11:00 a.m.



119 W FIRST STREET
CLE ELUM, WA 98922

MAYOR
JAY MCGOWAN

MAYOR PRO-TEMPORE
KEN RATLIFF

CITY COUNCIL
JOHN GLONDO
BETH WILLIAMS
SIW BAY-HANSEN
STEVEN HARPER
MATTHEW LUNDH
SARAH LACKEY

CITY ATTORNEY
ALEXANDRA KENYON

CITY ADMINISTRATOR
ROBERT OMANS
CITY CLERK
KATHI SWANSON
CITY TREASURER
ROBIN NEWCOMB
PUBLIC WORKS
MIKE ENGELHART
Acting POLICE CHIEF
RICH ALBO
FIRE CHIEF
ED MILLS
PLANNER

ITEM 4 D

Call to Order - Pledge of Allegiance & Roll Call

Councilmember Harper – present

Councilmember Hansen – absent

Councilmember Williams – present

Councilmember Glondo – absent

Councilmember Ratliff – present

Councilmember Lackey – present via phone

Councilmember Lundh – present

Mayor McGowan – present

Rob Omans – City Administrator – present

Alex Kenyon – City Attorney

MOTION: Councilmember made a motion to approve the absence of Councilmember Hansen and Councilmember Glondo; seconded by Councilmember Ratliff.

MOTION CARRIED: 5 yes 0 no.

1. Executive Session

Mayor McGowan stated that the City Council will go into Executive Session at 11:20 a.m. for 30 minutes to discuss Potential Litigation pursuant to RCW 42.30.110.(1)(i). They will return at 11:50 a.m. The Council is not expected to take final action following the Executive Session. City Administrator Rob Omans came out at 11:50 a.m. and stated they would be in Executive Session for another 20 minutes. The Executive Session ended at 12:10 p.m. with no decisions being made.

2. Adjournment by Motion

Meeting was adjourned at 12:10 p.m.

.

2023 BUDGET POSITION TOTALS

Item 6 A

City Of Cle Elum

Months: 01 To: 06

Time: 10:37:33 Date: 07/06/2023

Page: 1

Fund	Revenue Budgeted	Received		Expense Budgeted	Spent	
001 Current Expense/General Fund	3,552,859.00	2,066,955.65	58.2%	3,715,933.00	2,081,335.89	56%
002 Suncadia Property Sale	200.00	0.00	0.0%	1,809,850.00	0.00	0%
101 Street Fund	3,215,073.00	791,337.23	24.6%	3,334,236.96	883,287.68	26%
102 TIB Complete Streets Grant	550,000.00	125,089.21	22.7%	870,000.00	119,309.13	14%
104 Police 3/10's Sales Tax Fund	196,980.00	99,133.28	50.3%	241,900.00	130,101.05	54%
106 Tourist/Lodging Tax Fund	165,250.00	70,411.02	42.6%	204,500.00	6,000.00	3%
110 Coal Mine Trail Fund	6,050.00	4,022.72	66.5%	3,420.00	1,084.23	32%
120 Central Cascades/Weis Land CRA ;	2,010.00	4.76	0.2%	2,000.00	0.00	0%
121 Cle Elum Pines West Devel. Fund	3,000.00	1,033.00	34.4%	3,000.00	-670.25	22%
123 Sun Communities CRA 2018-01 Di	230,010.00	161,934.80	70.4%	230,000.00	199,278.85	87%
124 MVOLLC/Prium CRA 2005-02 Dev	4,005.00	1.92	0.0%	4,000.00	0.00	0%
125 Whispering Pines Devel. Fund	10,000.00	1,845.11	18.5%	10,000.00	2,267.00	23%
127 City Heights CRA 2020-01 Devel. F	430,000.00	20,000.00	4.7%	220,000.00	81,420.36	37%
128 Fowler Creek Trails Deneen Develc	12,000.00	15,535.05	129.5%	12,000.00	2,742.00	23%
201 General Obligation Loan/Debt Fur	44,364.72	3,038.13	6.8%	46,147.50	46,147.50	100%
300 American Rescue Plant Act of 202	0.00	0.00	0.0%	320,000.00	140,000.00	44%
305 Trendwest/New Suncadia CRA 20C	15.00	10.60	70.7%	1,000.00	62.01	6%
309 REET Excise Tax/Capital Projects Fu	831,900.00	249,019.94	29.9%	881,900.00	330,386.99	37%
401 Water Fund	913,500.00	490,404.00	53.7%	946,966.80	450,423.40	48%
402 Sanitary Fund	771,650.00	456,818.50	59.2%	771,650.00	474,691.81	62%
403 Airport Fund	34,893.00	36,364.73	104.2%	10,893.00	4,973.76	46%
404 Water Regional Fund	911,100.00	425,060.61	46.7%	911,100.00	301,419.58	33%
406 Water Capital Reserve Fund	140,300.00	72,902.97	52.0%	193,374.00	24,753.41	13%
409 Sewer Fund	667,300.00	433,736.87	65.0%	672,300.00	367,457.88	55%
410 Sewer Regional Fund	926,440.00	467,887.36	50.5%	923,440.00	372,382.18	40%
413 Sewer Capital Reserve Fund	412,059.87	34,813.08	8.4%	509,133.87	109,571.06	22%
630 Pangrazi Memorial Fund	15.00	9.35	62.3%	1,750.00	0.00	0%
699 State Agency Fund 380/580	38,242.60	9,243.40	24.2%	38,242.60	7,354.66	19%
	14,069,217.19	6,036,613.29	42.9%	16,888,737.73	6,135,780.18	36.3%

2023 BUDGET POSITION

City Of Cle Elum

Time: 15:08:58 Date: 07/03/2023

Page: 1

001 Current Expense/General Fund

Months: 01 To: 06

Revenues	Amt Budgeted	Revenues	Remaining	
310 Taxes				
311 10 00 001 Real & Personal Property	690,000.00	422,019.85	267,980.15	61.2%
313 11 00 001 Local Retail Sales & Use tax	1,210,000.00	584,702.67	625,297.33	48.3%
313 71 00 000 Local Criminal Justice	60,000.00	37,428.59	22,571.41	62.4%
316 41 00 000 Electricity Taxes	270,000.00	132,898.48	137,101.52	49.2%
316 43 00 001 Natural Gas	22,000.00	22,799.15	(799.15)	103.6%
316 46 00 000 Cable TV Taxes	4,000.00	105.50	3,894.50	2.6%
316 47 00 000 Telephone Taxes	35,000.00	13,188.58	21,811.42	37.7%
316 48 00 001 City Utility Water Tax	120,000.00	44,634.55	75,365.45	37.2%
316 49 00 001 City Utility Sewer Tax	98,000.00	44,067.22	53,932.78	45.0%
316 81 00 001 Gambling Tax-Punch Boards	6,500.00	6,346.65	153.35	97.6%
318 11 00 001 Admissions Tax	1,100.00	0.00	1,100.00	0.0%
310 Taxes	2,516,600.00	1,308,191.24	1,208,408.76	52.0%
320 Licenses & Permits				
321 91 00 001 Franchise Application Fee -- Inland Telephone	0.00	5,000.00	(5,000.00)	0.0%
321 99 00 001 Business License-Professional	37,000.00	21,124.17	15,875.83	57.1%
321 99 00 002 Business License Refunds	0.00	0.00	0.00	0.0%
322 10 00 000 Building Permits City Share	91,000.00	61,664.48	29,335.52	67.8%
322 90 00 000 Gun Permits City Share	1,600.00	669.00	931.00	41.8%
322 90 00 004 Fireworks Permit	250.00	0.00	250.00	0.0%
320 Licenses & Permits	129,850.00	88,457.65	41,392.35	68.1%
330 Intergovernmental Revenues				
331 97 04 400 FEMA -- Fire SCBA 22 Units and Facepieces	0.00	0.00	0.00	0.0%
331 97 04 601 FEMA Wildfire Grant 2017	0.00	15,106.55	(15,106.55)	0.0%
333 16 31 001 Department Of Justice Police Vest Grant	0.00	0.00	0.00	0.0%
333 21 01 900 COVID -- Department Of Commerce CARES Grant	0.00	0.00	0.00	0.0%
333 45 31 001 COVID 19 -- Institute of Museum Grant -- 4 computers	0.00	0.00	0.00	0.0%
333 97 03 600 COVID -- FEMA Public Assistance Grant	0.00	0.00	0.00	0.0%
334 03 10 001 DOE -- Shoreline Master Plan Grant	0.00	0.00	0.00	0.0%
334 04 20 001 Energy Project -- Dept. Of Commerce Grant/Police And Library Buildings	0.00	0.00	0.00	0.0%
334 04 90 001 DOH -- EMS Participation Grant	1,200.00	554.00	646.00	46.2%
335 00 91 000 Pud Privilege Tax	10,000.00	0.00	10,000.00	0.0%
335 04 01 000 LE and CJ Leg One Time Cost	0.00	0.00	0.00	0.0%
336 06 21 000 CJ-Violent Crimes/Pop	1,000.00	500.00	500.00	50.0%
336 06 26 000 CJ-Special Programs	2,858.00	1,392.26	1,465.74	48.7%
336 06 42 000 Marijuana Excise Tax Distribution	14,000.00	7,468.39	6,531.61	53.3%
336 06 51 000 Dui-Cities	270.00	5.50	264.50	2.0%
336 06 94 000 Liquor Excise	15,435.00	8,886.04	6,548.96	57.6%
337 00 00 000 Court Reimbursement For PC Through OAC	0.00	0.00	0.00	0.0%
337 01 20 000 Court Grant	0.00	0.00	0.00	0.0%
337 05 21 000 Law & Justice -- 3 In Car Computers 2019	0.00	0.00	0.00	0.0%

2023 BUDGET POSITION

City Of Cle Elum

Time: 15:08:58 Date: 07/03/2023

Page: 2

001 Current Expense/General Fund

Months: 01 To: 06

Revenues	Amt Budgeted	Revenues	Remaining	
330 Intergovernmental Revenues				
337 05 21 001 Criminal Justice Training Comm Grant -- Overtime Backfill	0.00	0.00	0.00	0.0%
337 05 21 002 WCJTC Reimbursement for Academy	0.00	0.00	0.00	0.0%
337 05 21 004 Law & Justice Grant 2022	0.00	0.00	0.00	0.0%
337 72 00 001 Library Agreement -- County Interlocal	25,000.00	14,000.00	11,000.00	56.0%
330 Intergovernmental Revenues	69,763.00	47,912.74	21,850.26	68.7%

340 Charges For Goods & Services

341 33 00 001 Court Administrative Fees	2,000.00	295.46	1,704.54	14.8%
341 42 00 001 Admin Fee -- Sewer Connection Fees	0.00	7,210.00	(7,210.00)	0.0%
342 10 00 000 Police Services	1,100.00	318.00	782.00	28.9%
342 10 00 222 Police Contract-S.Cle Elum	0.00	0.00	0.00	0.0%
342 10 02 222 Police Contract-Roslyn	323,930.00	156,320.00	167,610.00	48.3%
342 36 00 001 Detention/Correction Services	3,500.00	260.37	3,239.63	7.4%
342 60 00 000 Ambulance/Aid Car/Medic Fees	2,000.00	1,916.00	84.00	95.8%
343 60 00 000 Cemetery Sales & Care	45,000.00	25,045.42	19,954.58	55.7%
343 61 00 000 Cemetery Endowment	9,000.00	3,636.94	5,363.06	40.4%
345 81 00 003 Sun Communities (prior Suncadia) Reimbursement/Admin	19,000.00	26,601.40	(7,601.40)	140.0%
345 89 00 000 Planning/Development Fees	35,000.00	13,631.75	21,368.25	38.9%
345 89 00 002 Impact Development Fees/Admin	0.00	0.00	0.00	0.0%
345 89 00 003 Impact Development Fees/Police	0.00	150,000.00	(150,000.00)	0.0%
345 89 00 004 Impact Development Fees/Fire/CE Pines	0.00	0.00	0.00	0.0%
345 89 00 007 Impact Development Fees/School	0.00	0.00	0.00	0.0%
345 89 00 008 Impact Development Fees/Fire/City Heights	0.00	0.00	0.00	0.0%
345 89 00 009 Impact Development Fees/School Escrow	0.00	0.00	0.00	0.0%
345 89 00 010 Impact Development Fees/City Court Costs	0.00	0.00	0.00	0.0%
345 89 00 011 Impact Development Fees/Traffic Intersections	0.00	0.00	0.00	0.0%
345 89 00 012 Development Fees Adjustment CE Pines 2017 to 2021 for school	0.00	26,000.00	(26,000.00)	0.0%
345 89 00 015 Development Fees Adjustment CE Pines 2017 to 2021 for admin	0.00	(1,400.00)	1,400.00	0.0%
347 20 00 001 Library Fees	450.00	954.60	(504.60)	212.1%
347 30 00 001 Library Summer Reading Program	500.00	0.00	500.00	0.0%
340 Charges For Goods & Services	441,480.00	410,789.94	30,690.06	93.0%

350 Fines & Penalties

352 30 00 001 Proof of Insurance Fines	25.00	24.56	0.44	98.2%
353 10 00 001 Traffic Infraction Penalties	3,500.00	2,232.58	1,267.42	63.8%
354 00 00 001 Civil Parking Infractions	950.00	0.00	950.00	0.0%
355 20 00 001 DUI Court Fines	1,000.00	46.75	953.25	4.7%
355 80 00 001 Other Criminal Traffic Fines	4,000.00	814.13	3,185.87	20.4%
356 90 00 001 Other Criminal Non-Traffic Fines	2,500.00	165.23	2,334.77	6.6%
357 33 00 001 Public Defense Costs	4,000.00	1,206.81	2,793.19	30.2%
357 37 00 004 DUI Restitution	0.00	0.00	0.00	0.0%
357 37 00 005 County Drug Fines	350.00	10.92	339.08	3.1%

2023 BUDGET POSITION

City Of Cle Elum

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001 Current Expense/General Fund

Months: 01 To: 06

Revenues		Amt Budgeted	Revenues	Remaining	
350 Fines & Penalties					
357 37 00 222	Court Fines -- Roslyn	1,100.00	505.19	594.81	45.9%
350 Fines & Penalties		17,425.00	5,006.17	12,418.83	28.7%
360 Interest & Other Earnings					
361 11 00 001	Interest	1,000.00	506.05	493.95	50.6%
361 30 00 001	Accrued Interest Due	0.00	0.00	0.00	0.0%
361 40 00 001	Interest/Sales	800.00	1,852.16	(1,052.16)	231.5%
361 41 00 001	Other Interest-Court Fines	1,200.00	432.12	767.88	36.0%
362 50 00 001	Rent -- City Hall Property	22,800.00	11,700.00	11,100.00	51.3%
362 50 00 003	Rent -- Horse Park	1.00	1.00	0.00	100.0%
362 50 00 004	Lease -- Billboard On I90	1,500.00	0.00	1,500.00	0.0%
362 50 00 005	Lease -- Vertical Bridge Tower	0.00	0.00	0.00	0.0%
362 60 00 002	Rent -- Rental Houses	26,400.00	13,200.00	13,200.00	50.0%
367 11 00 001	Donations/Police Dept. -- Life Support Etc.	0.00	3,509.77	(3,509.77)	0.0%
367 11 00 002	Donations	0.00	0.00	0.00	0.0%
367 11 00 003	Donations/Fire Dept. -- Life Support Etc.	0.00	200.00	(200.00)	0.0%
367 11 00 004	Donations -- Suncadia -- City Park Projects	0.00	0.00	0.00	0.0%
367 11 00 005	Donations -- Hanson Ponds Improvements	0.00	0.00	0.00	0.0%
367 11 00 006	Reimbursement on WASPC Police Training	0.00	10,000.00	(10,000.00)	0.0%
367 11 00 007	Coal Mines Trail Reimb. for Assistant	0.00	0.00	0.00	0.0%
369 10 00 000	Surplus/Sale Of Scrap & Junk	0.00	0.00	0.00	0.0%
369 10 00 001	Surplus/2007 Dodge Charger	0.00	0.00	0.00	0.0%
369 30 00 001	Drug Money Confiscated	0.00	0.00	0.00	0.0%
369 40 00 001	Miller Court Settlement #20-2-00128-19	0.00	0.00	0.00	0.0%
369 40 00 002	Reimbursement -- WCIA City Heights	0.00	0.00	0.00	0.0%
	Ashbaugh Beal Attorney				
369 80 01 001	Cash Over/Short	0.00	0.00	0.00	0.0%
369 91 00 001	Copies, Jury Re-payments, E-bates Etc.	40.00	159.05	(119.05)	397.6%
369 91 00 002	Reimbursement -- Police Events/Uniforms	0.00	1,406.82	(1,406.82)	0.0%
369 91 00 003	Reimbursement -- Fire Department	0.00	0.00	0.00	0.0%
	Association				
369 91 00 004	Reimbursements -- Phones Buy Back, Misc., Etc.	0.00	75.00	(75.00)	0.0%
369 91 00 005	Main Street Credit	0.00	0.00	0.00	0.0%
369 91 00 014	Reimbursement -- Wildland Fire	0.00	0.00	0.00	0.0%
369 91 00 015	Reimbursement -- Rotary Flags	0.00	0.00	0.00	0.0%
369 91 00 017	Reimbursement -- Fire Department	0.00	0.00	0.00	0.0%
369 91 01 001	ROI Refund	0.00	0.00	0.00	0.0%
369 91 02 001	Reimbursement -- WCIA WABO Class	0.00	0.00	0.00	0.0%
360 Interest & Other Earnings		53,741.00	43,041.97	10,699.03	80.1%
397 Interfund Transfers					
397 00 00 001	Transfer in from ARPA Fund 300 to General Fund for 2 Police Officers and Cars	320,000.00	140,000.00	180,000.00	43.8%
397 00 00 076	IN-Parks From 106 Tourist Fund	4,000.00	4,000.00	0.00	100.0%
397 Interfund Transfers		324,000.00	144,000.00	180,000.00	44.4%

2023 BUDGET POSITION

City Of Cle Elum

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001 Current Expense/General Fund

Months: 01 To: 06

Revenues	Amt Budgeted	Revenues	Remaining	
Fund Revenues:	3,552,859.00	2,047,399.71	1,505,459.29	57.6%
Expenditures	Amt Budgeted	Expenditures	Remaining	

511 Legislative

511 30 49 001	Printing/Publishing/Supplies	7,000.00	7,317.31	(317.31)	104.5%
511 60 10 010	Salaries -- Council	21,000.00	10,500.00	10,500.00	50.0%
511 60 20 010	Benefits -- Council	1,660.00	835.38	824.62	50.3%
511 Legislative		29,660.00	18,652.69	11,007.31	62.9%

512 Judicial

512 52 10 001	Salaries -- Municipal Court Judge	65,040.00	32,520.00	32,520.00	50.0%
512 52 20 001	Benefits -- Municipal Court Judge	4,976.00	2,524.56	2,451.44	50.7%
512 52 41 000	County Court Contract	13,000.00	9,591.00	3,409.00	73.8%
512 52 49 000	Court Costs/Miscellaneous	920.00	250.00	670.00	27.2%
512 52 49 001	Blake Order Affording Relief from Judgment State v Blake	0.00	475.00	(475.00)	0.0%
512 Judicial		83,936.00	45,360.56	38,575.44	54.0%

513 Executive

513 10 10 001	Salaries -- Administrator	76,000.00	32,476.66	43,523.34	42.7%
513 10 10 002	Salaries -- Mayor	36,000.00	18,000.00	18,000.00	50.0%
513 10 20 001	Benefits -- Administrator	32,000.00	10,883.98	21,116.02	34.0%
513 10 20 002	Benefits -- Mayor	2,816.00	1,413.78	1,402.22	50.2%
513 10 49 001	Conferences/Training/Supplies	2,000.00	165.06	1,834.94	8.3%
513 Executive		148,816.00	62,939.48	85,876.52	42.3%

514 Financial, Recording & Elections

514 20 10 001	Salaries -- Finance Director	51,000.00	31,032.14	19,967.86	60.8%
514 20 10 002	Salaries -- Clerks	86,000.00	35,169.40	50,830.60	40.9%
514 20 10 003	Salaries -- EPSL COVID 19	0.00	0.00	0.00	0.0%
514 20 10 004	COVID -- Salaries -- CARES ACT Grant	0.00	0.00	0.00	0.0%
514 20 20 001	Benefits -- Finance Director	22,000.00	12,015.17	9,984.83	54.6%
514 20 20 002	Benefits -- Clerk	36,000.00	15,204.19	20,795.81	42.2%
514 20 20 003	Benefits -- EPSL COVID 19	0.00	0.00	0.00	0.0%
514 20 41 008	Professional Services -- Riveron Consulting/City Heights	0.00	26,065.00	(26,065.00)	0.0%
514 30 49 001	Conferences/Training	2,500.00	721.12	1,778.88	28.8%
514 40 41 001	Election Services/Voter Registration Maint.	8,800.00	2,909.39	5,890.61	33.1%
514 60 40 001	COVID 19 -- CARES ACT Grant Expenses	0.00	0.00	0.00	0.0%
514 Financial, Recording & Elections		206,300.00	123,116.41	83,183.59	59.7%

515 Legal Services

515 41 41 001	Legal Service -- Consultation City Attorney	45,000.00	23,708.73	21,291.27	52.7%
515 41 41 002	Legal Service -- Public Records Request	15,000.00	14,654.98	345.02	97.7%
515 41 41 004	Legal Service -- Developments	0.00	255.00	(255.00)	0.0%

2023 BUDGET POSITION

City Of Cle Elum

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001 Current Expense/General Fund

Months: 01 To: 06

Expenditures		Amt Budgeted	Expenditures	Remaining	
515 Legal Services					
515 41 42 001	Legal Service -- Prosecutor	36,000.00	15,000.00	21,000.00	41.7%
515 45 41 001	Legal Service -- Litigation City Attorney	10,000.00	0.00	10,000.00	0.0%
515 45 41 003	Legal Service -- City Heights Arbitration <i>Kenyon</i>	0.00	78,287.00	(78,287.00)	0.0%
515 45 41 005	Professional Services -- Perkins Coie/City Heights	0.00	50,157.60	(50,157.60)	0.0%
515 45 41 006	Professional Services -- Ashbaugh Beal/City Heights	0.00	0.00	0.00	0.0%
515 45 41 007	Professional Services -- Gordon Tilden Thomas/City Heights	0.00	11,981.00	(11,981.00)	0.0%
515 45 41 008	Professional Services -- Workplace Investigation 2023 -- Inslee Best	0.00	3,333.25	(3,333.25)	0.0%
515 91 41 001	Legal Service -- Indigent Defense Attorney	11,000.00	3,525.00	7,475.00	32.0%
515 Legal Services		117,000.00	200,902.56	(83,902.56)	171.7%

518 Centralized Services

518 10 45 001	Lease -- Railroad	34,650.00	31,566.73	3,083.27	91.1%
518 30 31 001	Office/Operating Supplies	16,051.93	10,734.73	5,317.20	66.9%
518 30 31 002	COVID Supplies	0.00	0.00	0.00	0.0%
518 30 31 003	Software and Cloud Subscriptions	1,500.00	2,294.22	(794.22)	152.9%
518 30 31 004	Emergency Storm Drain Snow Removal	0.00	0.00	0.00	0.0%
518 30 31 005	Clerk Copier purchase Canon 49% IRC3525i l125 ppm	0.00	2,117.17	(2,117.17)	0.0%
518 30 31 006	Folding Machine Buyout 80123	0.00	709.28	(709.28)	0.0%
518 30 40 000	Timeclock Software	900.00	0.00	900.00	0.0%
518 30 41 001	Professional Services	2,500.00	317.89	2,182.11	12.7%
518 30 41 002	Maintenance Agreements	2,000.00	0.00	2,000.00	0.0%
518 30 41 003	Professional Services -- Engineering	5,500.00	0.00	5,500.00	0.0%
518 30 41 004	State Auditor Fees	8,000.00	3,732.83	4,267.17	46.7%
518 30 41 005	Brush Dump Removal	0.00	0.00	0.00	0.0%
518 30 41 006	Appraisal -- Davison Property 401 E 1st.	0.00	0.00	0.00	0.0%
518 30 41 007	Leases -- Sales Tax	0.00	268.53	(268.53)	0.0%
518 30 42 001	Telephones	5,500.00	2,439.54	3,060.46	44.4%
518 30 42 002	Postage	2,000.00	1,349.00	651.00	67.5%
518 30 46 001	Insurance -- Equipment and Liability	42,000.00	43,289.58	(1,289.58)	103.1%
518 30 47 001	Utilities-City Hall	9,500.00	5,317.85	4,182.15	56.0%
518 30 47 002	Utilities-Rentals	5,100.00	891.12	4,208.88	17.5%
518 30 47 003	Utilities-Public Restrooms Etc.	3,000.00	1,994.52	1,005.48	66.5%
518 30 48 000	General Maintenance	800.00	0.00	800.00	0.0%
518 30 48 001	Building Maintenance-City Hall	3,000.00	543.38	2,456.62	18.1%
518 30 48 002	Building Maintenance-Rentals	500.00	295.95	204.05	59.2%
518 30 48 003	Cleaning Service	4,200.00	1,932.50	2,267.50	46.0%
518 30 48 004	Abatement Of Property	0.00	0.00	0.00	0.0%
518 30 49 001	Bank Charges	2,600.00	2,106.42	493.58	81.0%
518 30 49 002	Dues/Memberships/Support Agreements	5,000.00	5,524.61	(524.61)	110.5%
518 40 35 001	City Council PA System	0.00	0.00	0.00	0.0%
518 50 47 000	Weed Assessments And Other Taxes	3,400.00	2,835.50	564.50	83.4%
518 61 40 001	City Heights Damages Settlement 5/31/2022	0.00	0.00	0.00	0.0%
518 63 40 001	COVID 19 -- CARES ACT Businesses Grant Expenses	0.00	0.00	0.00	0.0%

2023 BUDGET POSITION

City Of Cle Elum

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001 Current Expense/General Fund

Months: 01 To: 06

Expenditures		Amt Budgeted	Expenditures	Remaining	
518 Centralized Services					
518 63 40 002	COVID CARES ACT #2 Businesses Grant Expenses	0.00	0.00	0.00	0.0%
518 80 30 001	IT Supplies	3,000.00	266.98	2,733.02	8.9%
518 80 31 001	Archive Social and Box Software	5,000.00	3,543.85	1,456.15	70.9%
518 80 31 002	Microsoft 365 Software	17,000.00	9,492.47	7,507.53	55.8%
518 80 35 001	IT Equipment	5,000.00	0.00	5,000.00	0.0%
518 80 41 001	IT Web Site Maintenance	1,500.00	1,296.00	204.00	86.4%
518 80 42 001	IT Communications (Internet)	10,800.00	4,135.56	6,664.44	38.3%
518 85 41 002	IT Professional Services	15,000.00	7,963.45	7,036.55	53.1%
591 18 75 001	Lease -- Copy Machine City Hall OLD	0.00	0.00	0.00	0.0%
591 18 75 003	Lease -- Postage Machine City Hall	2,200.00	1,037.70	1,162.30	47.2%
591 18 75 004	Lease -- Folding Machine City Hall	350.00	562.87	(212.87)	160.8%
518 Centralized Services		217,551.93	148,560.23	68,991.70	68.3%
521 Police Department					
521 20 10 001	Salaries -- Police	755,000.00	305,326.60	449,673.40	40.4%
521 20 10 002	Overtime -- Police	34,000.00	23,072.52	10,927.48	67.9%
521 20 10 003	Salaries -- Police Clerks	126,000.00	63,908.72	62,091.28	50.7%
521 20 10 006	ARPA SLFRF Police Salaries	0.00	0.00	0.00	0.0%
521 20 10 010	Mechanic -- Police	2,800.00	1,066.24	1,733.76	38.1%
521 20 10 011	Salaries -- Office Cleaning	1,884.00	2,132.00	(248.00)	113.2%
521 20 20 001	Benefits -- Police	290,000.00	120,911.00	169,089.00	41.7%
521 20 20 002	Benefits Overtime -- Police	11,000.00	8,123.55	2,876.45	73.9%
521 20 20 003	Benefits -- Police Clerks	63,000.00	31,089.54	31,910.46	49.3%
521 20 20 006	ARPA SLFRF Police Benefits	0.00	0.00	0.00	0.0%
521 20 20 007	Leoff 1 -- Supp Health Insurance	5,412.00	2,267.50	3,144.50	41.9%
521 20 20 008	Leoff 1-- Claims NYL	16,400.00	8,198.24	8,201.76	50.0%
521 20 20 010	Benefits -- Police Mechanic	14,000.00	613.93	13,386.07	4.4%
521 20 20 011	Benefits -- Office Cleaning	80.00	189.72	(109.72)	237.2%
521 20 31 001	Office Supplies	5,500.00	3,195.25	2,304.75	58.1%
521 20 31 002	COVID Supplies	0.00	0.00	0.00	0.0%
521 20 31 005	Trauma Kits-11/Life Support Donation	0.00	0.00	0.00	0.0%
521 20 32 000	Fuel Consumed	35,000.00	10,070.55	24,929.45	28.8%
521 20 35 001	Equipment Exp. -- SCE Termination	0.00	0.00	0.00	0.0%
521 20 36 001	Uniform Allowance	9,750.00	4,011.95	5,738.05	41.1%
521 20 41 001	IT Services	3,000.00	4,415.65	(1,415.65)	147.2%
521 20 41 002	Leases -- Sales Tax	0.00	1,147.60	(1,147.60)	0.0%
521 20 48 002	Ballistic Vest Grant -- Department Of Justice	0.00	0.00	0.00	0.0%
521 20 48 003	Radar Maintenance	1,500.00	850.00	650.00	56.7%
521 20 48 004	Ballistic Vest Purchase -- City Portion	3,600.00	0.00	3,600.00	0.0%
521 20 48 005	Equipment Exp. -- (Tasers/Armory/Firearms/Computers/vests/r adios Etc.)	39,000.00	10,290.24	28,709.76	26.4%
521 20 48 007	Repair & Maintenance -- Vehicles	9,200.00	5,341.34	3,858.66	58.1%
521 20 49 000	Dues/memberships	2,600.00	341.50	2,258.50	13.1%
521 20 49 001	Drug Fund Money	3,500.00	0.00	3,500.00	0.0%
521 20 49 002	New Hire Expenses	5,500.00	28,365.40	(22,865.40)	515.7%
521 20 49 004	Sexual Assault Interviewer	900.00	874.65	25.35	97.2%

2023 BUDGET POSITION

City Of Cle Elum

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001 Current Expense/General Fund

Months: 01 To: 06

Expenditures	Amt Budgeted	Expenditures	Remaining	
521 Police Department				
521 20 49 005 Lexipol Policy Subscription	9,807.00	6,785.40	3,021.60	69.2%
521 40 43 001 Training/Travel	14,000.00	3,187.87	10,812.13	22.8%
521 50 41 002 LEMAP 2022	0.00	0.00	0.00	0.0%
521 50 42 001 Telephones	17,000.00	9,256.80	7,743.20	54.5%
521 50 42 003 Security Alarm	700.00	150.00	550.00	21.4%
521 50 46 001 Insurance -- Equipment And Liability	44,000.00	44,955.33	(955.33)	102.2%
521 50 47 001 Utilities-Police Station	7,500.00	5,630.56	1,869.44	75.1%
521 50 48 002 Cleaning Service	4,100.00	0.00	4,100.00	0.0%
521 50 48 003 Repair & Maintenance -- Building	7,000.00	1,860.04	5,139.96	26.6%
523 60 41 000 Jail Costs/Services	60,000.00	2,975.90	57,024.10	5.0%
528 70 41 000 Kittcom-Police	117,560.00	66,793.00	50,767.00	56.8%
591 21 75 001 Lease -- Copy Machine Police	1,200.00	638.50	561.50	53.2%
591 21 75 002 Lease -- Postage Machine Police	602.00	278.16	323.84	46.2%
591 21 75 003 Lease -- Police Cameras/In Car 11	34,380.00	13,250.70	21,129.30	38.5%
591 21 75 004 Lease -- Police Tasers Axon 8	2,984.00	0.00	2,984.00	0.0%
594 21 64 005 Telephone System/Police -- New	0.00	0.00	0.00	0.0%
594 21 64 006 Police Cars -- 3 -- 2022 using 102,903 begin. bal in 2022	0.00	0.00	0.00	0.0%
594 21 64 007 Generator Cummins 50W Model #DGCA-5741693 -- SN #J050840463 - Engine Model #4BTA3.9-G5 a	0.00	0.00	0.00	0.0%
594 21 64 009 ARPA SLFRF Police Cars -- 2 -- 2023	120,000.00	99,333.42	20,666.58	82.8%
594 21 64 010 Police Car 2023 - 2015 Ford Interceptor VIN #1FM5K8AR6FGA88978	0.00	10,000.00	(10,000.00)	0.0%
521 Police Department	1,879,459.00	900,899.37	978,559.63	47.9%

522 Fire Department

522 10 41 000 Background Checks	100.00	44.00	56.00	44.0%
522 20 10 001 Salaries -- Fire Chief, Admin. Assistant, 2 part time	104,980.00	49,860.47	55,119.53	47.5%
522 20 10 002 Salaries -- Medic	500.00	816.33	(316.33)	163.3%
522 20 11 000 Salaries -- Volunteer	8,500.00	0.00	8,500.00	0.0%
522 20 12 001 Salaries -- Administration and Mechanic	5,500.00	39.15	5,460.85	0.7%
522 20 20 001 Benefits -- Fire Chief, Admin. Assistant, 2 part time	35,440.00	23,797.83	11,642.17	67.1%
522 20 20 002 Benefits -- Medic	200.00	78.06	121.94	39.0%
522 20 20 003 Unemployment	0.00	52.08	(52.08)	0.0%
522 20 21 000 Benefits -- Volunteer	2,020.00	1,470.00	550.00	72.8%
522 20 22 001 Benefits -- Administration and Mechanic	1,800.00	14.23	1,785.77	0.8%
522 20 31 003 Operating Supplies-Fire	5,000.00	1,436.72	3,563.28	28.7%
522 20 32 000 Fuel Consumed-Fire	2,500.00	744.25	1,755.75	29.8%
522 20 35 000 AED Units -- Life Support Donation	0.00	0.00	0.00	0.0%
522 20 41 001 Legal Services -- Fire dept.	0.00	0.00	0.00	0.0%
522 20 41 002 Professional Services -- Other	0.00	0.00	0.00	0.0%
522 20 49 000 Dues/Memberships	670.00	230.00	440.00	34.3%
522 20 49 001 Fire Calls-Association	8,000.00	0.00	8,000.00	0.0%
522 20 49 002 Firefighter Calls -- Stipend	0.00	0.00	0.00	0.0%
522 20 49 003 Supplies -- Other	1,000.00	162.45	837.55	16.2%
522 20 49 004 Medic One Payment Stipends	0.00	0.00	0.00	0.0%

2023 BUDGET POSITION

City Of Cle Elum

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001 Current Expense/General Fund

Months: 01 To: 06

Expenditures	Amt Budgeted	Expenditures	Remaining	
522 Fire Department				
522 20 49 005 Oversight Levy Projects Under \$5,000	0.00	0.00	0.00	0.0%
522 20 49 007 National Fire Institute	4,950.35	4,954.94	(4.59)	100.1%
522 45 43 001 Training/Travel	14,500.00	1,725.00	12,775.00	11.9%
522 50 33 000 Uniforms/Turnouts	17,500.00	3,519.21	13,980.79	20.1%
522 50 41 000 Fit Test	1,000.00	0.00	1,000.00	0.0%
522 50 42 001 Telephones	0.00	1,442.38	(1,442.38)	0.0%
522 50 42 002 Internet Services	0.00	342.00	(342.00)	0.0%
522 50 46 001 Insurance -- Equipment and Liability	9,500.00	10,143.21	(643.21)	106.8%
522 50 47 001 Utilities-Fire Station	28,000.00	15,401.01	12,598.99	55.0%
522 50 48 001 Station/Computer Maintenance	125,000.00	1,643.12	123,356.88	1.3%
522 50 48 002 Cleaning Service	0.00	0.00	0.00	0.0%
522 60 48 001 Radio/Pager Maintenance	5,000.00	0.00	5,000.00	0.0%
522 60 48 002 Vehicle/Equipment Maintenance	7,000.00	5,794.70	1,205.30	82.8%
522 60 49 001 SCBA Testing	5,600.00	581.26	5,018.74	10.4%
522 60 49 002 Pump Testing	3,250.00	3,283.36	(33.36)	101.0%
522 60 49 003 Hose Testing	3,000.00	3,476.00	(476.00)	115.9%
522 70 31 001 Operating Supplies-Aide Car	2,250.00	98.07	2,151.93	4.4%
522 70 31 002 Trauma Care EMS Grant	1,200.00	0.00	1,200.00	0.0%
522 70 31 003 Operating Supplies -- Life Support	0.00	0.00	0.00	0.0%
522 70 32 001 Fuel Consumed-Aide Car	900.00	498.86	401.14	55.4%
522 70 41 001 EMS Contract	10,843.00	5,771.50	5,071.50	53.2%
528 70 41 001 Kittcom-Fire	24,654.00	13,502.50	11,151.50	54.8%
594 22 04 400 FEMA -- Fire SCBA 22 Units and Facepieces	0.00	0.00	0.00	0.0%
594 22 61 000 Oversight Levy Projects Over \$5,000	0.00	0.00	0.00	0.0%
594 22 64 022 Class A Pumper Truck 2018 Spartan S180 Ser. #518004-01/VIN #4S9BCETA8KC419433	0.00	0.00	0.00	0.0%
594 22 64 023 Sprinkler System -- Fire Dept.	0.00	0.00	0.00	0.0%
594 22 64 024 Extrication Equipment 2023	0.00	47,437.80	(47,437.80)	0.0%
522 Fire Department	440,357.35	198,360.49	241,996.86	45.0%

536 Cemetery

536 20 10 001 Salaries -- Cemetery	30,000.00	19,569.38	10,430.62	65.2%
536 20 20 001 Benefits -- Cemetery	12,000.00	6,532.46	5,467.54	54.4%
536 20 20 005 Unemployment	0.00	0.00	0.00	0.0%
536 20 31 002 Supplies	1,500.00	7,125.67	(5,625.67)	475.0%
536 20 34 000 Liners	6,000.00	6,811.41	(811.41)	113.5%
536 20 35 000 Tools/Equipment	580.00	4,776.99	(4,196.99)	823.6%
536 20 41 000 Grave Digging	0.00	0.00	0.00	0.0%
536 20 41 001 Repairs And Maintenance	3,000.00	464.31	2,535.69	15.5%
536 20 41 002 Legal Services -- Cemetery	0.00	379.40	(379.40)	0.0%
536 20 41 003 Cemetery Expansion Project	0.00	0.00	0.00	0.0%
536 20 41 004 Cemetery Contracted Services	22,000.00	0.00	22,000.00	0.0%
536 20 41 005 Professional Services -- Other	0.00	300.00	(300.00)	0.0%
536 20 45 000 Weed Assessments And Other Taxes	170.00	168.17	1.83	98.9%
536 20 47 000 Utilities-Cemetery	4,800.00	802.68	3,997.32	16.7%
536 20 49 001 Cemetery Space Refunds	0.00	450.00	(450.00)	0.0%
594 36 64 001 2023 John Deere Lawnmower Z920M Ser. #1TC920MVTNT120117	0.00	12,025.01	(12,025.01)	0.0%

2023 BUDGET POSITION

City Of Cle Elum

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001 Current Expense/General Fund

Months: 01 To: 06

Expenditures	Amt Budgeted	Expenditures	Remaining	
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536 Cemetery

536 Cemetery	80,050.00	59,405.48	20,644.52	74.2%
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557 Community Services

557 20 10 001 Salaries -- Historic Preservation Clerk	0.00	0.00	0.00	0.0%
557 20 20 001 Benefits -- Historic Preservation Clerk	0.00	0.00	0.00	0.0%
557 30 41 003 Historic Preservation Commission	200.00	0.00	200.00	0.0%
557 Community Services	200.00	0.00	200.00	0.0%

558 Planning & Community Devel

558 50 30 000 Building Department Equipment/Tools/Books	500.00	1,495.03	(995.03)	299.0%
558 50 41 000 Building Department Dues/Associations	200.00	499.00	(299.00)	249.5%
558 50 43 000 Building Department Training	1,500.00	1,898.52	(398.52)	126.6%
558 60 10 001 Salaries -- Planner	94,400.00	0.00	94,400.00	0.0%
558 60 12 001 Salaries -- Planning Tech	13,500.00	27,368.61	(13,868.61)	202.7%
558 60 15 001 Salaries -- Biologist	0.00	0.00	0.00	0.0%
558 60 20 001 Benefits -- Planner	39,700.00	0.00	39,700.00	0.0%
558 60 22 001 Benefits -- Planning Tech	10,100.00	19,878.16	(9,778.16)	196.8%
558 60 25 001 Benefits -- Biologist	0.00	0.00	0.00	0.0%
558 60 31 000 Office Supplies/Telephone/Notices	5,000.00	5,445.87	(445.87)	108.9%
558 60 31 005 Planning Commission Expenses	1,000.00	0.00	1,000.00	0.0%
558 60 35 000 Equipment/Tools	200.00	0.00	200.00	0.0%
558 60 41 001 Professional Services--General	0.00	9,571.25	(9,571.25)	0.0%
558 60 41 002 Shoreline Master Plan Grant Portion	0.00	0.00	0.00	0.0%
558 60 41 003 Shoreline Master Plan City Portion	0.00	0.00	0.00	0.0%
558 60 41 006 Staff CWU -- Planning	0.00	0.00	0.00	0.0%
558 60 41 009 Professional Services-- <u>HLA/GR Dohrn And Assoc--Non-Reimbursed</u>	15,000.00	30,665.97	(15,665.97)	204.4%
558 60 41 011 Professional Services -- Meagan Hayes -- Non-Reimbursed	0.00	0.00	0.00	0.0%
558 60 41 013 Professional Services -- <u>HLA Engin/Plan -- Non-Reimbursed</u>	25,000.00	65,728.23	(40,728.23)	262.9%
558 60 43 001 Training/Travel	1,500.00	836.24	663.76	55.7%
558 70 41 001 Mainstreet Credit/B&O Tax	0.00	0.00	0.00	0.0%
559 30 41 012 Professional Services -- GR Dohrn And Assoc--City Heights Arbitration	0.00	0.00	0.00	0.0%
559 30 41 013 Professional Services -- HLA Engineering--City Heights Arbitration	5,000.00	13,187.75	(8,187.75)	263.8%
559 30 41 014 Public Records Request Costs -- Engineering/Planning Etc.	2,000.00	312.50	1,687.50	15.6%
559 30 42 001 Cle Elum Pines West Devel Fees-School	0.00	0.00	0.00	0.0%
558 Planning & Community Devel	214,600.00	176,887.13	37,712.87	82.4%

559 Housing & Community Develop

559 30 41 001 Development Fees -- Reimbursed	35,000.00	21,110.05	13,889.95	60.3%
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2023 BUDGET POSITION

City Of Cle Elum

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001 Current Expense/General Fund

Months: 01 To: 06

Expenditures	Amt Budgeted	Expenditures	Remaining	
559 Housing & Community Develop				
559 Housing & Community Develop	35,000.00	21,110.05	13,889.95	60.3%
562 Public Health				
562 90 41 001 Substance Abuse 2 percent	580.00	0.00	580.00	0.0%
562 Public Health	580.00	0.00	580.00	0.0%
572 Libraries				
572 20 10 001 Salaries -- Librarian	47,000.00	22,172.29	24,827.71	47.2%
572 20 10 002 Salaries -- Library Aide	21,000.00	10,112.03	10,887.97	48.2%
572 20 20 001 Benefits -- Librarian	29,000.00	15,606.36	13,393.64	53.8%
572 20 20 002 Benefits -- Library Aide	16,500.00	8,307.84	8,192.16	50.4%
572 20 31 001 Supplies/Book Processing	7,000.00	3,638.19	3,361.81	52.0%
572 20 31 002 COVID Supplies	0.00	0.00	0.00	0.0%
572 20 41 001 Summer Reading Program	500.00	0.00	500.00	0.0%
572 20 49 003 Other Supplies	1,000.00	40.00	960.00	4.0%
572 50 35 001 COVID 19 -- Institute of Museum Grant -- 4 computers/supplies	0.00	0.00	0.00	0.0%
572 50 41 001 Legal Services -- Library	0.00	0.00	0.00	0.0%
572 50 41 002 Lease -- Sales Tax	0.00	67.22	(67.22)	0.0%
572 50 41 003 Professional Services -- Other	1,800.00	222.97	1,577.03	12.4%
572 50 42 001 Telephones	750.00	362.56	387.44	48.3%
572 50 47 001 Utilities-Library	7,000.00	3,334.08	3,665.92	47.6%
572 50 48 001 Building Repairs	4,700.00	121.02	4,578.98	2.6%
572 50 48 002 Cleaning Service	2,430.00	1,282.50	1,147.50	52.8%
572 Libraries	138,680.00	65,267.06	73,412.94	47.1%
576 Park Facilities				
576 80 10 001 Salaries -- Park	30,000.00	5,777.10	24,222.90	19.3%
576 80 20 001 Benefits -- Park	12,000.00	2,171.25	9,828.75	18.1%
576 80 20 002 Unemployment	1,700.00	0.00	1,700.00	0.0%
576 80 30 001 Arbor Day Supplies -- Tree City	4,420.00	150.47	4,269.53	3.4%
576 80 31 001 Operating Supplies	5,200.00	1,705.31	3,494.69	32.8%
576 80 35 002 Equipment/Tools	1,500.00	0.00	1,500.00	0.0%
576 80 35 003 Kiosk/Information Center	0.00	0.00	0.00	0.0%
576 80 35 004 Mower Brush JD for Excavator 42 inch	0.00	0.00	0.00	0.0%
576 80 41 000 Port A-Potties	1,500.00	695.00	805.00	46.3%
576 80 41 001 Repairs And Maintenance	5,000.00	2,945.56	2,054.44	58.9%
576 80 41 002 Yakama Nation Fees 2020/Dog Park Project	0.00	0.00	0.00	0.0%
576 80 41 003 City Parks Upgrade Project	0.00	0.00	0.00	0.0%
576 80 47 000 Utilities-Parks	21,000.00	8,285.45	12,714.55	39.5%
576 80 48 000 Horse Park Firewising 12.5 Acres	0.00	0.00	0.00	0.0%
576 90 49 001 Fireman's Park Improvements	1,000.00	577.20	422.80	57.7%
576 Park Facilities	83,320.00	22,307.34	61,012.66	26.8%

2023 BUDGET POSITION

City Of Cle Elum

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001 Current Expense/General Fund

Months: 01 To: 06

Expenditures		Amt Budgeted	Expenditures	Remaining	
580 Non Expenditures					
588 10 00 001	Prior Period Adjustments -- Stop Payments Etc.	0.00	0.00	0.00	0.0%
589 10 00 000	Grave Space Refunds	0.00	0.00	0.00	0.0%
589 90 00 000	Claims Clearing	0.00	0.00	0.00	0.0%
589 99 00 000	Payroll Clearing	0.00	412.73	(412.73)	0.0%
589 99 00 001	Draw Clearing	0.00	0.00	0.00	0.0%
580 Non Expenditures		0.00	412.73	(412.73)	0.0%
591 Debt Service - Principal Repayment					
591 18 75 002	Lease -- Canon Copy Machine City Hall 2022	3,300.00	1,795.34	1,504.66	54.4%
591 72 75 001	Lease -- Library Canon Copy Machine Library 2022	2,088.00	829.77	1,258.23	39.7%
591 Debt Service - Principal Repayment		5,388.00	2,625.11	2,762.89	48.7%
592 Debt Service - Interest Costs					
592 18 89 001	Accrued Investment Interest	0.00	0.00	0.00	0.0%
592 Debt Service - Interest Costs		0.00	0.00	0.00	0.0%
594 Capital Expenditures					
594 18 63 001	Energy Project -- Police And Library Buildings	0.00	0.00	0.00	0.0%
594 18 63 003	Grinder--Duratech Haybuster Portable Tub H8, Model KE8, Serial #241490263	0.00	0.00	0.00	0.0%
594 18 63 004	Grinder--Duratech Haybuster Portable Tub/SHIPPING/ H8, Model KE8, Serial #241490263	0.00	0.00	0.00	0.0%
594 18 63 005	Grinder--Duratech Haybuster Portable Tub H8, Model KE8, Serial #241490263	0.00	0.00	0.00	0.0%
594 36 61 036	Land Airport Swap/County Shop	0.00	0.00	0.00	0.0%
594 50 64 001	Vehicle -- Building Department	32,000.00	31,494.48	505.52	98.4%
594 76 61 076	Land Airport Swap/County Shop	0.00	0.00	0.00	0.0%
594 Capital Expenditures		32,000.00	31,494.48	505.52	98.4%
597 Interfund Transfers					
597 00 00 022	OUT-Fire Debt To 201 Debt Fund	3,034.72	3,034.72	0.00	100.0%
597 Interfund Transfers		3,034.72	3,034.72	0.00	100.0%
Fund Expenditures:		3,715,933.00	2,081,335.89	1,634,597.11	56.0%
Fund Excess/(Deficit):		(163,074.00)	(33,936.18)		

Revenues 57.6%
Expenses 56.0%

6/30/23 Ending Balance = \$972,768

2023 BUDGET POSITION

City Of Cle Elum

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002 Suncadia Property Sale

Months: 01 To: 06

Revenues	Amt Budgeted	Revenues	Remaining	
340 Charges For Goods & Services				
345 81 00 002 Recreational Parcel Agreement Payment #1	0.00	0.00	0.00	0.0%
345 81 01 002 Recreational Parcel Agreement Payment #2	0.00	0.00	0.00	0.0%
340 Charges For Goods & Services	0.00	0.00	0.00	0.0%
360 Interest & Other Earnings				
361 11 00 002 Interest	200.00	0.00	200.00	0.0%
361 30 00 002 Accrued Interest Due	0.00	0.00	0.00	0.0%
360 Interest & Other Earnings	200.00	0.00	200.00	0.0%
Fund Revenues:	200.00	0.00	200.00	0.0%
Expenditures	Amt Budgeted	Expenditures	Remaining	
511 Legislative				
511 30 49 002 Publication Services -- 12 Acre Parcel	2,000.00	0.00	2,000.00	0.0%
511 Legislative	2,000.00	0.00	2,000.00	0.0%
518 Centralized Services				
518 50 41 002 Engineering/Consulting Services -- Fund 002	1,807,850.00	0.00	1,807,850.00	0.0%
518 Centralized Services	1,807,850.00	0.00	1,807,850.00	0.0%
Fund Expenditures:	1,809,850.00	0.00	1,809,850.00	0.0%
Fund Excess/(Deficit):	(1,809,650.00)	0.00		

6/30 Ending Bal. - 1,722,323

2023 BUDGET POSITION

City Of Cle Elum

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101 Street Fund

Months: 01 To: 06

Revenues		Amt Budgeted	Revenues	Remaining	
310 Taxes					
311 10 00 101	Real & Personal Property	175,000.00	105,504.98	69,495.02	60.3%
313 11 00 101	Local Retail Sales & Use tax	120,000.00	65,078.07	54,921.93	54.2%
310 Taxes		295,000.00	170,583.05	124,416.95	57.8%
320 Licenses & Permits					
322 40 01 010	Overside Load Permits	4,000.00	1,200.00	2,800.00	30.0%
322 90 00 002	Street Cutting/Right of Way Permit	800.00	500.00	300.00	62.5%
322 90 00 003	Directional Signs Permit	0.00	0.00	0.00	0.0%
320 Licenses & Permits		4,800.00	1,700.00	3,100.00	35.4%
330 Intergovernmental Revenues					
331 97 03 902	Generator/Biomass Removal -- FEMA/KCCD Federal Grant	0.00	17,523.00	(17,523.00)	0.0%
333 14 22 800	CDBG -- Stormwater Design And Construction	0.00	0.00	0.00	0.0%
333 14 22 801	CDBG -- Stafford Ave Corridor Improvements	765,000.00	0.00	765,000.00	0.0%
333 20 20 502	DOT -- Surface Trans. Block Grant Phase #2 -- Downtown Revitalization	0.00	0.00	0.00	0.0%
333 20 20 503	DOT -- Surface Trans. Block Grant Phase #3 -- Downtown Revitalization	0.00	0.00	0.00	0.0%
333 20 20 504	DOT -- Federal City Safety Plan Federal Grant	0.00	14,739.54	(14,739.54)	0.0%
333 20 20 505	DOT STBG -- 2nd Street Pathway Federal Grant	70,000.00	83,061.77	(13,061.77)	118.7%
333 20 20 506	DOT STBG -- 1st St. Penn to Harris Phase 3B Federal Grant \$747,108	700,000.00	15,350.46	684,649.54	2.2%
333 20 20 507	DOT -- Federal City Safety Construction Grant 2022 -- \$168,200	0.00	0.00	0.00	0.0%
334 01 80 101	Biomass Removal Generator State Military Dept. State Grant	0.00	2,504.00	(2,504.00)	0.0%
334 03 60 000	DOT -- Safe Routes 903/Stafford Sidewalks	0.00	0.00	0.00	0.0%
334 03 60 001	DOT -- RMG Cle Elum Park and Ride	533,000.00	337,143.23	195,856.77	63.3%
334 03 60 002	QUADCO -- Grant Peoh to Columbia Extend RR Ave.	0.00	0.00	0.00	0.0%
334 03 60 101	DOT -- Safe Routes/2nd St. Stafford To Oakes	0.00	0.00	0.00	0.0%
334 03 82 007	TIB -- Seal Coat Project 2018	0.00	0.00	0.00	0.0%
334 03 82 008	TIB -- Pine St. Sidewalk	0.00	0.00	0.00	0.0%
334 04 20 101	STATE -- Legislature & Its Committees -- \$451,050	451,050.00	0.00	451,050.00	0.0%
336 00 71 000	Multimodal Transportation City	2,925.00	1,460.67	1,464.33	49.9%
336 00 87 000	Motor Vehicle Tax	43,515.00	19,559.52	23,955.48	44.9%
336 06 95 000	Liquor Profits	17,213.00	8,601.02	8,611.98	50.0%
337 00 00 101	Interlocal Grants, Entitlements And Other Payments	0.00	0.00	0.00	0.0%
337 00 02 000	COG -- Distressed Sales Grant 2019 -- \$390,000	0.00	0.00	0.00	0.0%

2023 BUDGET POSITION

City Of Cle Elum

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101 Street Fund		Months: 01 To: 06			
Revenues	Amt Budgeted	Revenues	Remaining		
330 Intergovernmental Revenues					
337 00 02 001	COG -- Distressed Sales Tax Grant 2021 -- \$450,460	0.00	0.00	0.00	0.0%
337 00 02 262	COG -- Distressed Sales Tax Grant 2022 -- \$262,500	262,500.00	0.00	262,500.00	0.0%
337 00 02 450	COG -- Distressed Sales Tax Grant 2020 -- \$450,000	0.00	0.00	0.00	0.0%
337 00 02 591	COG -- Distressed Sales Tax Grant 2023 -- \$591,000	0.00	18,916.25	(18,916.25)	0.0%
330 Intergovernmental Revenues		2,845,203.00	518,859.46	2,326,343.54	18.2%
340 Charges For Goods & Services					
344 71 01 101	Miscellaneous Billings	2,000.00	0.00	2,000.00	0.0%
345 81 00 101	Developer Contributions	0.00	0.00	0.00	0.0%
345 85 00 101	Impact Fees -- Cle Elum Development LLC -- <i>WS Schmitt</i> Future Projects	0.00	26,781.76	(26,781.76)	0.0%
345 89 00 005	Impact Development Fees/Street <i>City Heights</i>	0.00	32,500.00	(32,500.00)	0.0%
345 89 00 006	Impact Development Fees/Stormwater	0.00	0.00	0.00	0.0%
345 89 00 013	Development Fees Adjustment CE Pines 2017 to 2021 for stormwater	0.00	0.00	0.00	0.0%
345 89 00 014	Development Fees Adjustment CE Pines 2017 to 2021 for street	0.00	0.00	0.00	0.0%
340 Charges For Goods & Services		2,000.00	59,281.76	(57,281.76)	2964.1%
360 Interest & Other Earnings					
361 11 00 101	Interest	120.00	130.57	(10.57)	108.8%
361 30 00 101	Accrued Interest Due	0.00	0.00	0.00	0.0%
362 50 00 101	Rent -- Kittitas County Sheriff S&R	30,000.00	30,000.00	0.00	100.0%
362 90 00 000	Lease -- US Cellular Tower	36,450.00	10,582.39	25,867.61	29.0%
367 11 00 101	Downtown Association -- Storm water Project	0.00	0.00	0.00	0.0%
367 12 01 106	Scrap Metal Revenue	0.00	0.00	0.00	0.0%
369 10 01 101	Surplus Of Equipment	1,000.00	0.00	1,000.00	0.0%
369 91 00 006	Reimbursements/Public Works	500.00	200.00	300.00	40.0%
369 91 00 101	Century Link Reimbursement First Street Project	0.00	0.00	0.00	0.0%
360 Interest & Other Earnings		68,070.00	40,912.96	27,157.04	60.1%
390 Other Financing Sources					
391 80 00 101	Public Works Trust Fund Loan -- First Street Design Project	0.00	0.00	0.00	0.0%
391 80 00 102	Stay At Work -- L&I	0.00	0.00	0.00	0.0%
395 10 00 101	Lawnmower Ferris -- Proceeds	0.00	0.00	0.00	0.0%
398 10 00 101	Insurance Settlement 1999 Ford Explorer	0.00	0.00	0.00	0.0%
390 Other Financing Sources		0.00	0.00	0.00	0.0%

2023 BUDGET POSITION

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101 Street Fund Months: 01 To: 06

Revenues	Amt Budgeted	Revenues	Remaining
Fund Revenues:	3,215,073.00	791,337.23	2,423,735.77 24.6%
Expenditures	Amt Budgeted	Expenditures	Remaining

542 Streets - Maintenance

542 30 10 001	Salaries -- Street	147,000.00	44,677.26	102,322.74	30.4%
542 30 20 001	Benefits -- Street	68,000.00	19,808.35	48,191.65	29.1%
542 30 30 101	Boots/CDL License -- Reimbursement -- See Personnel Policy	1,180.00	826.29	353.71	70.0%
542 30 31 000	Cold Mix/Gravel/Sand/Salt	22,000.00	3,809.77	18,190.23	17.3%
542 30 31 002	Office Supplies	5,000.00	3,285.15	1,714.85	65.7%
542 30 32 001	Fuel/Propane	8,700.00	4,698.43	4,001.57	54.0%
542 30 32 002	Dust Oil	500.00	0.00	500.00	0.0%
542 30 41 001	Professional Services	8,000.00	5,622.02	2,377.98	70.3%
542 30 41 002	Engineering Services -- Streets	15,000.00	1,733.58	13,266.42	11.6%
542 30 41 004	Engineering Services -- Kittitas County Public Works Utility Extension	0.00	0.00	0.00	0.0%
542 30 41 007	Engineering Services -- First Street Revit/Legislative Request	0.00	0.00	0.00	0.0%
542 30 41 008	Engineering Services -- First Street Grant Applications/fees	15,000.00	50,121.50	(35,121.50)	334.1%
542 30 41 010	Engineering Services -- Title VI Federal DOT Grants	0.00	260.75	(260.75)	0.0%
542 30 41 011	Engineering Services--Update Construction Standards	10,000.00	0.00	10,000.00	0.0%
542 30 41 015	Leases -- Sales Tax	0.00	67.21	(67.21)	0.0%
542 30 41 016	Engineering Services -- City Safety Plan 2023 Update	0.00	14,482.51	(14,482.51)	0.0%
542 30 41 101	State Auditor Fees	5,000.00	312.57	4,687.43	6.3%
542 30 43 000	Training/Travel	2,000.00	409.00	1,591.00	20.5%
542 30 47 001	Utilities -- New Public Works Bldg	3,500.00	2,599.13	900.87	74.3%
542 30 48 009	Emergency Proc./Storm Drain Snow Removal 2022	0.00	0.00	0.00	0.0%
542 40 42 001	Telephones	2,000.00	665.50	1,334.50	33.3%
542 50 45 101	Rent -- New Public Works Shop to Airport Fund	4,000.00	6,300.00	(2,300.00)	157.5%
542 63 47 000	Street Lights	37,000.00	20,666.72	16,333.28	55.9%
542 63 48 000	First And Peoh Pole Service/Lighting City Share	0.00	0.00	0.00	0.0%
542 64 35 001	Street Signs/Brackets	14,000.00	7,515.64	6,484.36	53.7%
542 64 41 001	Striping	14,000.00	5,954.63	8,045.37	42.5%
542 64 48 000	Traffic Signal Maintenance	2,000.00	201.69	1,798.31	10.1%
542 66 41 000	Snow/Ice Removal And Supplies	19,000.00	13,823.51	5,176.49	72.8%
542 Streets - Maintenance		402,880.00	207,841.21	195,038.79	51.6%

543 Streets Admin & Overhead

543 30 30 001	Supplies	12,000.00	7,963.81	4,036.19	66.4%
543 30 30 101	Supplies/Safety	1,400.00	319.64	1,080.36	22.8%
543 30 35 001	Tools/Small/Radios	0.00	2,092.49	(2,092.49)	0.0%
543 30 35 002	Used Sanders 2 - 2017 Salt Dogg Hoppers	0.00	0.00	0.00	0.0%

2023 BUDGET POSITION

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101 Street Fund		Months: 01 To: 06			
Expenditures		Amt Budgeted	Expenditures	Remaining	
543 Streets Admin & Overhead					
543 30 35 003	Evaporative Cooler/Shop	0.00	0.00	0.00	0.0%
543 30 35 101	Trailer -- 1991 Landscxape	0.00	0.00	0.00	0.0%
543 30 41 001	Maintenance Agreements	13,000.00	1,843.67	11,156.33	14.2%
543 30 46 001	Insurance -- Equipment and Liability	17,200.00	16,662.37	537.63	96.9%
543 30 48 001	Repairs and Maintenance	17,000.00	28,581.75	(11,581.75)	168.1%
543 30 48 002	Street Sweeper International Vin #5658 Engine Overhaul	0.00	16,569.23	(16,569.23)	0.0%
543 Streets Admin & Overhead		60,600.00	74,032.96	(13,432.96)	122.2%
562 Public Health					
562 90 41 101	Substance Abuse 2 percent	580.00	0.00	580.00	0.0%
562 Public Health		580.00	0.00	580.00	0.0%
591 Debt Service - Principal Repayment					
591 95 75 007	Lease -- Vac Truck 2100i/2023 Int. Lease	26,538.96	0.00	26,538.96	0.0%
591 95 75 101	Lease -- Canon Copy Machine Shop 2022	2,088.00	829.76	1,258.24	39.7%
591 Debt Service - Principal Repayment		28,626.96	829.76	27,797.20	2.9%
592 Debt Service - Interest Costs					
592 42 89 101	Accrued Investment Interest	0.00	0.00	0.00	0.0%
592 Debt Service - Interest Costs		0.00	0.00	0.00	0.0%
594 Capital Expenditures					
594 42 64 000	Hyster Fork Lift Model H50XL/Propane/Serial #A177831217K	0.00	0.00	0.00	0.0%
594 42 64 001	International Dump Truck 2003 Serial #1HTGGAHT43H571191	0.00	0.00	0.00	0.0%
594 42 64 003	Ford 2005 F450 Ser. #1FDXW46Y55ED08580	0.00	0.00	0.00	0.0%
594 42 64 004	Chev Colorado Crew Cab Pickup 2004 Ser. #1GCDT136948137511	0.00	0.00	0.00	0.0%
594 42 64 005	Sweeper 2002 Broce RC350 21-1354 DOT Serial #402351	0.00	0.00	0.00	0.0%
594 42 64 006	Snow Blower Snowblast Sicard 2200M	0.00	0.00	0.00	0.0%
594 Capital Expenditures		0.00	0.00	0.00	0.0%
595 Capital Expenditures- Streets					
595 30 63 013	Chipseal Project	60,000.00	0.00	60,000.00	0.0%
595 30 63 018	CDBG -- Stormwater Design \$725,000 Federal Grant	0.00	0.00	0.00	0.0%
595 30 63 023	COG -- 2019 First Street Imp/Stormwater Proj. Distressed S/U Tax \$390,000	0.00	0.00	0.00	0.0%
595 30 63 024	PWTF -- First Street Design -- Loan \$533,240	0.00	0.00	0.00	0.0%
595 30 63 025	TIB -- Pine Street 1st To 2nd--\$282,789	0.00	0.00	0.00	0.0%

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101 Street Fund		Months: 01 To: 06			
Expenditures	Amt Budgeted	Expenditures	Remaining		
595 Capital Expenditures- Streets					
595 30 63 027	DOT -- #3 Surface Trans. Block Grant Phase -- Downtown Revitalization	0.00	0.00	0.00	0.0%
595 30 63 031	DOT -- Safe Routes 903/Stafford Sidewalks	0.00	0.00	0.00	0.0%
595 30 63 039	DOT -- #2 Surface Trans. Block Grant Phase -- Downtown Revitalization	0.00	0.00	0.00	0.0%
595 30 63 040	COG -- 2020 First Street Improvements Distressed S/U Tax \$450,000	0.00	0.00	0.00	0.0%
595 30 63 041	COG -- Distressed Sales Tax/COG Grant 2021 -- \$450,460	0.00	0.00	0.00	0.0%
595 30 63 042	DOT -- Safe Routes/2nd St. Stafford To Oakes	0.00	0.00	0.00	0.0%
595 30 63 043	QUADCO Grant -- Peoh to Columbia extend RR Ave.	0.00	0.00	0.00	0.0%
595 30 63 044	DOT -- 2nd Street Pathway	70,000.00	69,219.81	780.19	98.9%
595 30 63 045	DOT -- Park and Ride Mobility Improvement Grant	533,000.00	489,662.54	43,337.46	91.9%
595 30 63 046	DOT -- City Safety Plan City Expenses	0.00	0.00	0.00	0.0%
595 30 63 047	DOT -- City Safety Plan Grant	0.00	0.00	0.00	0.0%
595 30 63 048	DOT -- Park and Ride Mobility Imp. City Expenses	0.00	0.00	0.00	0.0%
595 30 63 049	CDBG -- Stafford Ave Corridor Improvements	765,000.00	0.00	765,000.00	0.0%
595 30 63 051	DOT -- 2ND St. Pathway City Share	0.00	9,356.53	(9,356.53)	0.0%
595 30 63 053	DOT STBG -- 1st St. Penn to Harris Phase 3B Federal Grant \$976,555	700,000.00	8,350.23	691,649.77	1.2%
595 30 63 064	STATE -- Legislature & Its Committees -- \$451,050	451,050.00	0.00	451,050.00	0.0%
595 30 63 065	COG -- Distressed Sales Tax Grant 2022 -- \$262,500	262,500.00	0.00	262,500.00	0.0%
595 30 63 066	COG -- Distressed Sales Tax Grant 2023 -- \$591,000	0.00	18,916.25	(18,916.25)	0.0%
595 30 63 103	Construction Costs -- City Portion Of CDBG/TIB/DOT Grants	0.00	5,078.39	(5,078.39)	0.0%
595 Capital Expenditures- Streets		2,841,550.00	600,583.75	2,240,966.25	21.1%
Fund Expenditures:		3,334,236.96	883,287.68	2,450,949.28	26.5%
Fund Excess/(Deficit):		(119,163.96)	(91,950.45)		

6/30 Ending Bal. = 86,948

\$110,000 grant reimbursements not yet received.

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102 TIB Complete Streets Grant

Months: 01 To: 06

Revenues		Amt Budgeted	Revenues	Remaining	
330 Intergovernmental Revenues					
334 03 82 009	TIB -- Douglas Munro/W 1st. Signal \$650,920	550,000.00	63,529.24	486,470.76	11.6%
334 03 82 011	TIB -- Complete Streets 2022 \$350,000 First St. Phase 3A/3B	0.00	0.00	0.00	0.0%
334 03 82 102	TIB -- Complete Streets 2019 2020	0.00	0.00	0.00	0.0%
334 03 82 103	TIB -- Penn to Harris on 1st \$718,849	0.00	20,271.34	(20,271.34)	0.0%
334 03 82 104	TIB -- 2nd & Stafford Roundabout \$704,591 95%	0.00	548.63	(548.63)	0.0%
334 03 82 105	TIB -- Seal Coat \$41,799 94.99% 2-E-930(006)-1	0.00	0.00	0.00	0.0%
330 Intergovernmental Revenues		550,000.00	84,349.21	465,650.79	15.3%
340 Charges For Goods & Services					
345 85 00 102	Impact Fees -- Cle Elum Development LLC -- 5% for Douglas Munro Project Match	0.00	40,740.00	(40,740.00)	0.0%
340 Charges For Goods & Services		0.00	40,740.00	(40,740.00)	0.0%
360 Interest & Other Earnings					
361 11 00 102	Interest	0.00	0.00	0.00	0.0%
361 30 00 102	Accrued Interest Due	0.00	0.00	0.00	0.0%
360 Interest & Other Earnings		0.00	0.00	0.00	0.0%
Fund Revenues:		550,000.00	125,089.21	424,910.79	22.7%
Expenditures		Amt Budgeted	Expenditures	Remaining	
595 Capital Expenditures- Streets					
595 30 63 050	TIB -- Douglas Munro/W 1st. Signal \$650,920	550,000.00	63,529.24	486,470.76	11.6%
595 30 63 057	TIB -- Douglas Munro/W. 1st Signal--City Expenses	0.00	344.37	(344.37)	0.0%
595 30 63 102	TIB -- Complete Streets \$400,000 2019 And 2020	0.00	103.06	(103.06)	0.0%
595 30 63 202	TIB -- Complete Streets 2022 \$350,000 First St. Phase 3A/3B	320,000.00	34,450.23	285,549.77	10.8%
595 30 63 203	TIB -- City Grant Expenses	0.00	62.26	(62.26)	0.0%
595 30 63 302	TIB -- Complete Streets Wayfinding Signage 2021 \$28,877	0.00	0.00	0.00	0.0%
595 30 63 303	TIB -- 2nd & Stafford Roundabout \$704,591 95%	0.00	548.63	(548.63)	0.0%
595 30 63 304	TIB -- Penn to Harris on 1st \$718,849	0.00	20,271.34	(20,271.34)	0.0%
595 30 63 305	TIB -- Seal Coat \$41,799 94.99% 2-E-930(006)-1	0.00	0.00	0.00	0.0%
595 Capital Expenditures- Streets		870,000.00	119,309.13	750,690.87	13.7%

2023 BUDGET POSITION

City Of Cle Elum

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102 TIB Complete Streets Grant

Months: 01 To: 06

Expenditures	Amt Budgeted	Expenditures	Remaining	
Fund Expenditures:	870,000.00	119,309.13	750,690.87	13.7%
Fund Excess/(Deficit):	(320,000.00)	5,780.08		

6/30/23 Ending Balance = \$192,132

2023 BUDGET POSITION

City Of Cle Elum

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104 Police 3/10's Sales Tax Fund

Months: 01 To: 06

Revenues		Amt Budgeted	Revenues	Remaining	
310 Taxes					
313 15 00 001	3/10ths Safety Tax	170,000.00	86,044.19	83,955.81	50.6%
310 Taxes		170,000.00	86,044.19	83,955.81	50.6%
320 Licenses & Permits					
322 30 00 000	Animal Licenses	550.00	568.50	(18.50)	103.4%
320 Licenses & Permits		550.00	568.50	(18.50)	103.4%
340 Charges For Goods & Services					
342 10 00 223	Police Contract-S.Cle Elum	0.00	0.00	0.00	0.0%
342 10 02 223	Police Contract-Roslyn	26,280.00	12,410.00	13,870.00	47.2%
345 23 00 001	Animal Shelter/Fines	0.00	17.50	(17.50)	0.0%
340 Charges For Goods & Services		26,280.00	12,427.50	13,852.50	47.3%
360 Interest & Other Earnings					
361 11 00 104	Interest	150.00	93.09	56.91	62.1%
361 30 00 104	Accrued Interest Due	0.00	0.00	0.00	0.0%
360 Interest & Other Earnings		150.00	93.09	56.91	62.1%
Fund Revenues:		196,980.00	99,133.28	97,846.72	50.3%
Expenditures		Amt Budgeted	Expenditures	Remaining	
521 Police Department					
521 20 10 004	Salaries -- Police 3/10's	115,000.00	66,242.58	48,757.42	57.6%
521 20 10 005	Overtime -- Police 3/10's	3,800.00	4,232.20	(432.20)	111.4%
521 20 20 004	Benefits -- Police 3/10's	50,000.00	29,065.67	20,934.33	58.1%
521 20 20 005	Benefits -- Police 3/10's Overtime	1,500.00	1,652.77	(152.77)	110.2%
521 20 31 104	Rifles 3/10's	2,000.00	0.00	2,000.00	0.0%
521 20 32 001	Fuel Consumed	3,500.00	1,860.13	1,639.87	53.1%
521 20 35 104	Uniform Allowance	750.00	0.00	750.00	0.0%
521 20 43 104	Training/Travel	1,200.00	0.00	1,200.00	0.0%
521 20 47 001	Utilities--3/10's	0.00	0.00	0.00	0.0%
521 20 49 003	New Hire Expense	0.00	0.00	0.00	0.0%
528 00 41 104	Kittcom-3/10's Police	0.00	0.00	0.00	0.0%
594 54 64 105	Police 3/10's Vehicle - 2022	0.00	0.00	0.00	0.0%
521 Police Department		177,750.00	103,053.35	74,696.65	58.0%
554 Environmental Services					
554 30 10 001	Salaries -- Animal Control	33,000.00	13,813.04	19,186.96	41.9%
554 30 20 001	Benefits -- Animal Control	22,000.00	9,677.55	12,322.45	44.0%
554 30 30 001	ARRF Shelter Fee	3,150.00	3,000.00	150.00	95.2%
554 30 30 104	Animal Control Misc Costs/Supplies	800.00	7.02	792.98	0.9%
554 30 32 001	Fuel Consumed	4,000.00	550.09	3,449.91	13.8%

2023 BUDGET POSITION

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104 Police 3/10's Sales Tax Fund

Months: 01 To: 06

Expenditures	Amt Budgeted	Expenditures	Remaining	
554 Environmental Services				
554 30 43 104 Training/Travel	1,200.00	0.00	1,200.00	0.0%
554 Environmental Services	64,150.00	27,047.70	37,102.30	42.2%
Fund Expenditures:	241,900.00	130,101.05	111,798.95	53.8%
Fund Excess/(Deficit):	(44,920.00)	(30,967.77)		

6/30 Ending balance = 158,988

2023 BUDGET POSITION

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106 Tourist/Lodging Tax Fund

Months: 01 To: 06

Revenues		Amt Budgeted	Revenues	Remaining	
310 Taxes					
313 31 00 001	Hotel/Motel Tax	165,000.00	70,172.01	94,827.99	42.5%
310 Taxes		165,000.00	70,172.01	94,827.99	42.5%
330 Intergovernmental Revenues					
337 00 00 106	Horse Park County Lodging Tax Grant \$50,000	0.00	0.00	0.00	0.0%
337 00 00 107	Restroom Park County Lodging Tax Grant \$19,300	0.00	0.00	0.00	0.0%
330 Intergovernmental Revenues		0.00	0.00	0.00	0.0%
360 Interest & Other Earnings					
361 11 00 106	Interest	250.00	239.01	10.99	95.6%
361 30 00 106	Accrued Interest Due	0.00	0.00	0.00	0.0%
360 Interest & Other Earnings		250.00	239.01	10.99	95.6%
Fund Revenues:		165,250.00	70,411.02	94,838.98	42.6%
Expenditures		Amt Budgeted	Expenditures	Remaining	
557 Community Services					
557 30 41 001	Tourism	0.00	0.00	0.00	0.0%
557 30 41 002	Promotion -- Marketing and Advertising	10,000.00	0.00	10,000.00	0.0%
557 30 41 008	County Hotel/Motel	24,000.00	0.00	24,000.00	0.0%
557 30 41 009	Cle Elum Hotel-Motel	30,000.00	0.00	30,000.00	0.0%
557 30 41 010	Cle Elum Hotel/Motel -- Dog Park Project	0.00	0.00	0.00	0.0%
557 30 41 011	Cle Elum Hotel/Motel -- Kiwanis Gazebo	0.00	0.00	0.00	0.0%
557 30 41 012	Cle Elum Hotel/Motel -- CE Downtown Assoc.	5,000.00	0.00	5,000.00	0.0%
557 30 41 013	Horse Park County Lodging Tax Small Scale Grant/Arena	0.00	0.00	0.00	0.0%
557 30 41 015	Cle Elum Hotel/Motel -- Xmas Lights	0.00	0.00	0.00	0.0%
557 30 41 016	Cle Elum Hotel/Motel -- CEDA Xmas In Cle Elum	0.00	0.00	0.00	0.0%
557 30 41 017	Cle Elum Hotel/Motel -- Rotary Playground Equipment	0.00	0.00	0.00	0.0%
557 30 41 018	Cle Elum Hotel/Motel -- Pioneer Days Queen	1,500.00	0.00	1,500.00	0.0%
557 30 41 021	Cle Elum Hotel/Motel -- Fireworks/Chamber/Christmas	8,000.00	0.00	8,000.00	0.0%
557 30 41 022	Cle Elum Hotel/Motel -- CEDA add'l 2021 Holiday Lighting	0.00	0.00	0.00	0.0%
557 30 41 023	Cle Elum Hotel/Motel -- Hopesource KCC Bus	20,000.00	0.00	20,000.00	0.0%
557 30 41 025	County Lodging Tax -- CE Roundup	0.00	0.00	0.00	0.0%
557 30 41 026	Cle Elum Hotel/Motel -- Sassy Trash Market	0.00	0.00	0.00	0.0%
557 30 41 027	Cemetery Water Repair Project	100,000.00	0.00	100,000.00	0.0%

2023 BUDGET POSITION

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106 Tourist/Lodging Tax Fund			Months: 01 To: 06		
Expenditures		Amt Budgeted	Expenditures	Remaining	
557 Community Services					
557 30 41 029	Cle Elum Hotel/Motel -- Cemetery Kiosk and Plaque	0.00	0.00	0.00	0.0%
557 30 41 030	Cle Elum Hotel/Motel -- CEDA Hanging Baskets and Planters	0.00	0.00	0.00	0.0%
557 30 41 031	Cle Elum Hotel/Motel -- UKC Basketball Club Mountain Madness	0.00	0.00	0.00	0.0%
557 Community Services		198,500.00	0.00	198,500.00	0.0%
558 Planning & Community Devel					
557 30 41 028	County Small Lodging Tax -- Park/Restrooms \$19,300	0.00	0.00	0.00	0.0%
558 Planning & Community Devel		0.00	0.00	0.00	0.0%
597 Interfund Transfers					
597 00 00 042	OUT-To Coal Mine From Tourist Fund	2,000.00	2,000.00	0.00	100.0%
597 00 00 076	OUT-To Parks From Tourist Fund	4,000.00	4,000.00	0.00	100.0%
597 Interfund Transfers		6,000.00	6,000.00	0.00	100.0%
Fund Expenditures:		204,500.00	6,000.00	198,500.00	2.9%
Fund Excess/(Deficit):		(39,250.00)	64,411.02		

6/30 Ending Balance = \$432,855

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110 Coal Mine Trail Fund

Months: 01 To: 06

Revenues	Amt Budgeted	Revenues	Remaining	
340 Charges For Goods & Services				
344 30 00 001 Roslyn Contribution	2,000.00	0.00	2,000.00	0.0%
344 30 00 002 Kittitas County Contribution	2,000.00	2,000.00	0.00	100.0%
340 Charges For Goods & Services	4,000.00	2,000.00	2,000.00	50.0%
360 Interest & Other Earnings				
361 11 00 110 Interest	50.00	22.72	27.28	45.4%
361 30 00 110 Accrued Interest Due	0.00	0.00	0.00	0.0%
360 Interest & Other Earnings	50.00	22.72	27.28	45.4%
397 Interfund Transfers				
397 00 00 042 IN-Coal Mine Trail From 106 Tourist Fund	2,000.00	2,000.00	0.00	100.0%
397 Interfund Transfers	2,000.00	2,000.00	0.00	100.0%
Fund Revenues:	6,050.00	4,022.72	2,027.28	66.5%
Expenditures	Amt Budgeted	Expenditures	Remaining	
542 Streets - Maintenance				
542 62 10 110 Salaries -- Coal Mine Trail	0.00	0.00	0.00	0.0%
542 62 20 110 Benefits -- Coal Mine Trail	0.00	0.00	0.00	0.0%
542 62 30 000 Trail Signs	1,000.00	0.00	1,000.00	0.0%
542 62 41 000 Professional Services	400.00	227.00	173.00	56.8%
542 62 41 001 Weed Control	350.00	302.23	47.77	86.4%
542 62 41 002 Port A-Potties	1,170.00	555.00	615.00	47.4%
542 62 41 003 Printing Of Brochure	0.00	0.00	0.00	0.0%
542 62 41 004 Website Landing	0.00	0.00	0.00	0.0%
542 62 49 000 Trail Maintenance	500.00	0.00	500.00	0.0%
542 Streets - Maintenance	3,420.00	1,084.23	2,335.77	31.7%
Fund Expenditures:	3,420.00	1,084.23	2,335.77	31.7%
Fund Excess/(Deficit):	2,630.00	2,938.49		

6/30 ending Balance = \$38,867

2023 BUDGET POSITION

City Of Cle Elum

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120 Central Cascades/Weis Land CRA 2009-01 De

Months: 01 To: 06

Revenues	Amt Budgeted	Revenues	Remaining	
340 Charges For Goods & Services				
345 81 00 120 Developer Contributions	2,000.00	0.00	2,000.00	0.0%
340 Charges For Goods & Services	2,000.00	0.00	2,000.00	0.0%
360 Interest & Other Earnings				
361 11 00 120 Interest	10.00	4.76	5.24	47.6%
361 30 00 120 Accrued Interest Due	0.00	0.00	0.00	0.0%
360 Interest & Other Earnings	10.00	4.76	5.24	47.6%
Fund Revenues:	2,010.00	4.76	2,005.24	0.2%
Expenditures	Amt Budgeted	Expenditures	Remaining	
542 Streets - Maintenance				
559 30 41 005 Engineering Services -- Fund 120	2,000.00	0.00	2,000.00	0.0%
542 Streets - Maintenance	2,000.00	0.00	2,000.00	0.0%
559 Housing & Community Develop				
559 30 41 006 Professional Services -- Attorney Fees	0.00	0.00	0.00	0.0%
559 Housing & Community Develop	0.00	0.00	0.00	0.0%
Fund Expenditures:	2,000.00	0.00	2,000.00	0.0%
Fund Excess/(Deficit):	10.00	4.76		

6/30 Ending Balance = \$ 8,165

2023 BUDGET POSITION

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121 Cle Elum Pines West Devel. Fund

Months: 01 To: 06

Revenues	Amt Budgeted	Revenues	Remaining	
340 Charges For Goods & Services				
345 81 00 121 Developer Contributions	3,000.00	1,033.00	1,967.00	34.4%
340 Charges For Goods & Services	3,000.00	1,033.00	1,967.00	34.4%
360 Interest & Other Earnings				
361 11 00 121 Interest	0.00	0.00	0.00	0.0%
361 30 00 121 Accrued Interest Due	0.00	0.00	0.00	0.0%
360 Interest & Other Earnings	0.00	0.00	0.00	0.0%
Fund Revenues:	3,000.00	1,033.00	1,967.00	34.4%
Expenditures	Amt Budgeted	Expenditures	Remaining	
558 Planning & Community Devel				
515 41 41 021 Professional Services -- Attorney Fees	0.00	0.00	0.00	0.0%
558 70 41 121 Professional Services -- Engineering/Planning Fees	3,000.00	(670.25)	3,670.25	22.3%
558 Planning & Community Devel	3,000.00	(670.25)	3,670.25	22.3%
Fund Expenditures:	3,000.00	(670.25)	3,670.25	22.3%
Fund Excess/(Deficit):	0.00	1,703.25		

6/30 Ending Balance = \$1,033

2023 BUDGET POSITION

City Of Cle Elum

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123 Sun Communities CRA 2018-01 Devel. Fund

Months: 01 To: 06

Revenues	Amt Budgeted	Revenues	Remaining
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340 Charges For Goods & Services

345 81 00 123 Developer Contributions	230,000.00	161,926.04	68,073.96	70.4%
340 Charges For Goods & Services	230,000.00	161,926.04	68,073.96	70.4%

360 Interest & Other Earnings

361 11 00 123 Interest	10.00	8.76	1.24	87.6%
361 30 00 123 Accrued Interest Due	0.00	0.00	0.00	0.0%
360 Interest & Other Earnings	10.00	8.76	1.24	87.6%

Fund Revenues:	230,010.00	161,934.80	68,075.20	70.4%
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Expenditures	Amt Budgeted	Expenditures	Remaining
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558 Planning & Community Devel

515 41 41 023 Professional Services -- Attorney Fees	0.00	11,943.48	(11,943.48)	0.0%
558 70 41 123 Professional Services -- Engineering Fees	230,000.00	186,039.37	43,960.63	80.9%
558 Planning & Community Devel	230,000.00	197,982.85	32,017.15	86.1%

559 Housing & Community Develop

559 30 41 123 Advertising	0.00	1,296.00	(1,296.00)	0.0%
559 Housing & Community Develop	0.00	1,296.00	(1,296.00)	0.0%

Fund Expenditures:	230,000.00	199,278.85	30,721.15	86.6%
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Fund Excess/(Deficit):	10.00	(37,344.05)
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6/30 Balance = < 41,619 > - pay in July

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City Of Cle Elum

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124 MVOLLC/Prium CRA 2005-02 Devel. Fund

Months: 01 To: 06

Revenues	Amt Budgeted	Revenues	Remaining	
360 Interest & Other Earnings				
361 11 00 124 Interest	5.00	1.92	3.08	38.4%
361 30 00 124 Accrued Interest Due	0.00	0.00	0.00	0.0%
367 12 00 124 Developer Contributions	4,000.00	0.00	4,000.00	0.0%
360 Interest & Other Earnings	4,005.00	1.92	4,003.08	0.0%
Fund Revenues:	4,005.00	1.92	4,003.08	0.0%
Expenditures	Amt Budgeted	Expenditures	Remaining	
558 Planning & Community Devel				
558 70 41 124 Professional Services	4,000.00	0.00	4,000.00	0.0%
558 Planning & Community Devel	4,000.00	0.00	4,000.00	0.0%
Fund Expenditures:	4,000.00	0.00	4,000.00	0.0%
Fund Excess/(Deficit):	5.00	1.92		

6/30 Balance = \$3,291

2023 BUDGET POSITION

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125 Whispering Pines Devel. Fund

Months: 01 To: 06

Revenues	Amt Budgeted	Revenues	Remaining	
340 Charges For Goods & Services				
345 81 00 125 Developer Contributions	10,000.00	1,845.00	8,155.00	18.5%
340 Charges For Goods & Services	10,000.00	1,845.00	8,155.00	18.5%
360 Interest & Other Earnings				
361 11 00 125 Interest	0.00	0.11	(0.11)	0.0%
360 Interest & Other Earnings	0.00	0.11	(0.11)	0.0%
Fund Revenues:	10,000.00	1,845.11	8,154.89	18.5%
Expenditures	Amt Budgeted	Expenditures	Remaining	
558 Planning & Community Devel				
515 41 41 025 Professional Services -- Attorney Fees	5,000.00	2,142.00	2,858.00	42.8%
558 70 41 125 Professional Services -- Engineering Fees	5,000.00	125.00	4,875.00	2.5%
558 Planning & Community Devel	10,000.00	2,267.00	7,733.00	22.7%
Fund Expenditures:	10,000.00	2,267.00	7,733.00	22.7%
Fund Excess/(Deficit):	0.00	(421.89)		

6/30 Ending Balance = <421.89> - Pay in July

2023 BUDGET POSITION

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127 City Heights CRA 2020-01 Devel. Fund

Months: 01 To: 06

Revenues	Amt Budgeted	Revenues	Remaining	
340 Charges For Goods & Services				
345 81 00 127 Developer Contributions	430,000.00	20,000.00	410,000.00	4.7%
340 Charges For Goods & Services	430,000.00	20,000.00	410,000.00	4.7%
360 Interest & Other Earnings				
361 11 00 127 Interest	0.00	0.00	0.00	0.0%
361 30 00 127 Accrued Interest Due	0.00	0.00	0.00	0.0%
360 Interest & Other Earnings	0.00	0.00	0.00	0.0%
Fund Revenues:	430,000.00	20,000.00	410,000.00	4.7%
Expenditures	Amt Budgeted	Expenditures	Remaining	
515 Legal Services				
515 41 41 017 Professional Services -- Attorney Fees/City Heights \$5,000 MOU Phase 1	0.00	0.00	0.00	0.0%
515 41 41 018 Professional Services -- Attorney Fees/City Heights \$5,000 MOU Phase 2	0.00	0.00	0.00	0.0%
515 41 41 019 Professional Services -- Attorney Fees/City Heights \$5,000 MOU Phase 3	0.00	780.00	(780.00)	0.0%
515 41 41 020 Professional Services -- Attorney Fees/City Heights \$5,000 MOU Phase 4	0.00	164.00	(164.00)	0.0%
515 Legal Services	0.00	944.00	(944.00)	0.0%
558 Planning & Community Devel				
515 41 41 027 Professional Services -- Attorney Fees	110,000.00	160.00	109,840.00	0.1%
558 70 41 014 Professional Services -- Consulting/Planning City Heights \$5,000 MOU Phase 1	0.00	17,847.26	(17,847.26)	0.0%
558 70 41 015 Professional Services -- Consulting/Planning City Heights \$5,000 MOU Phase 2	0.00	17,923.60	(17,923.60)	0.0%
558 70 41 016 Professional Services -- Consulting/Planning City Heights \$5,000 MOU Phase 3	0.00	12,167.50	(12,167.50)	0.0%
558 70 41 017 Professional Services -- Consulting/Planning City Heights \$5,000 MOU Phase 4	0.00	5,317.50	(5,317.50)	0.0%
558 70 41 127 Professional Services -- Engineering Fees etc.	110,000.00	15,800.50	94,199.50	14.4%
558 70 41 227 Professional Services -- Planning Fees	0.00	11,260.00	(11,260.00)	0.0%
558 Planning & Community Devel	220,000.00	80,476.36	139,523.64	36.6%
Fund Expenditures:	220,000.00	81,420.36	138,579.64	37.0%
Fund Excess/(Deficit):	210,000.00	(61,420.36)		

6/30 Balance = <310,993>

2023 BUDGET POSITION

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128 Fowler Creek Trails Deneen Developer Fund

Months: 01 To: 06

Revenues	Amt Budgeted	Revenues	Remaining	
340 Charges For Goods & Services				
345 81 00 128 Developer Contributions/Deposits	12,000.00	15,535.05	(3,535.05)	129.5%
340 Charges For Goods & Services	12,000.00	15,535.05	(3,535.05)	129.5%
360 Interest & Other Earnings				
361 11 00 128 Interest	0.00	0.00	0.00	0.0%
361 30 00 128 Accrued Interest Due	0.00	0.00	0.00	0.0%
360 Interest & Other Earnings	0.00	0.00	0.00	0.0%
Fund Revenues:	12,000.00	15,535.05	(3,535.05)	129.5%
Expenditures	Amt Budgeted	Expenditures	Remaining	
558 Planning & Community Devel				
515 41 41 028 Professional Services -- Attorney Fees	0.00	315.00	(315.00)	0.0%
558 41 41 028 Professional Services -- Attorney Fees	0.00	0.00	0.00	0.0%
558 70 41 128 Professional Services -- Engineering Fees	12,000.00	1,107.00	10,893.00	9.2%
558 70 41 228 Professional Services -- G. Dohrn Planning Fees	0.00	1,320.00	(1,320.00)	0.0%
558 Planning & Community Devel	12,000.00	2,742.00	9,258.00	22.9%
Fund Expenditures:	12,000.00	2,742.00	9,258.00	22.9%
Fund Excess/(Deficit):	0.00	12,793.05		

6/30 Balance = \$ 11,363

2023 BUDGET POSITION

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201 General Obligation Loan/Debt Fund

Months: 01 To: 06

Revenues	Amt Budgeted	Revenues	Remaining	
340 Charges For Goods & Services				
345 81 00 201 Developer Contributions	41,325.00	0.00	41,325.00	0.0%
340 Charges For Goods & Services	41,325.00	0.00	41,325.00	0.0%
360 Interest & Other Earnings				
361 11 00 201 Interest	5.00	3.41	1.59	68.2%
361 30 00 201 Accrued Interest Due	0.00	0.00	0.00	0.0%
360 Interest & Other Earnings	5.00	3.41	1.59	68.2%
397 Interfund Transfers				
397 00 00 022 IN-Fire Debt From 001 General Fund	3,034.72	3,034.72	0.00	100.0%
397 Interfund Transfers	3,034.72	3,034.72	0.00	100.0%
Fund Revenues:	44,364.72	3,038.13	41,326.59	6.8%
Expenditures	Amt Budgeted	Expenditures	Remaining	
591 Debt Service - Principal Repayment				
591 22 71 001 Principal -- Fire Debt	45,000.00	0.00	45,000.00	0.0%
591 Debt Service - Principal Repayment	45,000.00	0.00	45,000.00	0.0%
592 Debt Service - Interest Costs				
592 22 80 000 Interest -- Firehall Debt	1,147.50	0.00	1,147.50	0.0%
592 22 80 001 Debt Service Fees	0.00	0.00	0.00	0.0%
592 Debt Service - Interest Costs	1,147.50	0.00	1,147.50	0.0%
Fund Expenditures:	46,147.50	0.00	46,147.50	0.0%
Fund Excess/(Deficit):	(1,782.78)	3,038.13		

Sum Communities pays 29.55% of the fire Dept. = \$41,325

6/30 Balance = \$1,028

2023 BUDGET POSITION

City Of Cle Elum

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300 American Rescue Plan Act of 2021/2022 (AR)

Months: 01 To: 06

Revenues	Amt Budgeted	Revenues	Remaining
330 Intergovernmental Revenues			
332 92 10 003 COVID --19 American Rescue Plan Act/Nonentitlements	0.00	0.00	0.00 0.0%
330 Intergovernmental Revenues	0.00	0.00	0.00 0.0%
360 Interest & Other Earnings			
361 11 00 003 Interest	0.00	0.00	0.00 0.0%
360 Interest & Other Earnings	0.00	0.00	0.00 0.0%
Fund Revenues:	0.00	0.00	0.00 0.0%
Expenditures	Amt Budgeted	Expenditures	Remaining
518 Centralized Services			
518 50 41 003 Engineering/Consulting Fees -- Fund 003	0.00	0.00	0.00 0.0%
518 Centralized Services	0.00	0.00	0.00 0.0%
594 Capital Expenditures			
594 35 63 430 COVID ARPA Sewer Main Replacement	0.00	0.00	0.00 0.0%
594 Capital Expenditures	0.00	0.00	0.00 0.0%
597 Interfund Transfers			
597 00 00 300 Transfer in from ARPA Fund 300 to General Fund for 2 Police Officers and Cars	320,000.00	140,000.00	180,000.00 43.8%
597 Interfund Transfers	320,000.00	140,000.00	180,000.00 43.8%
Fund Expenditures:	320,000.00	140,000.00	180,000.00 43.8%
Fund Excess/(Deficit):	(320,000.00)	(140,000.00)	

Amount so far transferred for police cars
 →

6/30 Balance = \$ 429,179 - need to decide how to spend by 12/31/23

2023 BUDGET POSITION

City Of Cle Elum

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305 Trendwest/New Suncadia CRA 2002-01 Devel

Months: 01 To: 06

Revenues	Amt Budgeted	Revenues	Remaining	
340 Charges For Goods & Services				
345 81 00 305 Developer Contributions	0.00	0.00	0.00	0.0%
361 11 00 305 Interest	15.00	10.60	4.40	70.7%
340 Charges For Goods & Services	15.00	10.60	4.40	70.7%
360 Interest & Other Earnings				
361 30 00 305 Accrued Interest Due	0.00	0.00	0.00	0.0%
360 Interest & Other Earnings	0.00	0.00	0.00	0.0%
Fund Revenues:	15.00	10.60	4.40	70.7%
Expenditures	Amt Budgeted	Expenditures	Remaining	
558 Planning & Community Devel				
558 60 31 305 Supplies	1,000.00	62.01	937.99	6.2%
558 Planning & Community Devel	1,000.00	62.01	937.99	6.2%
Fund Expenditures:	1,000.00	62.01	937.99	6.2%
Fund Excess/(Deficit):	(985.00)	(51.41)		

6/30 Bal. = \$ 18,131

2023 BUDGET POSITION

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309 REET Excise Tax/Capital Projects Fund

Months: 01 To: 06

	Amt Budgeted	Revenues	Remaining	
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310 Taxes

318 34 00 309 REET 1 - First Quarter Percent	250,000.00	24,927.71	225,072.29	10.0%
318 35 00 309 REET 2 - Second Quarter Percent	250,000.00	19,309.44	230,690.56	7.7%
310 Taxes	500,000.00	44,237.15	455,762.85	8.8%

very low!

330 Intergovernmental Revenues

331 97 03 901 Generators/Biomass Removal -- FEMA/KCCD	0.00	0.00	0.00	0.0%
330 Intergovernmental Revenues	0.00	0.00	0.00	0.0%

360 Interest & Other Earnings

361 11 00 309 Interest	400.00	273.79	126.21	68.4%
361 30 00 309 Accrued Interest Due	0.00	0.00	0.00	0.0%
360 Interest & Other Earnings	400.00	273.79	126.21	68.4%

390 Other Financing Sources

391 80 02 309 DOH -- Water Main Replacement -- 2nd/Rossetti \$331,500 Loan	331,500.00	204,509.00	126,991.00	61.7%
390 Other Financing Sources	331,500.00	204,509.00	126,991.00	61.7%

Fund Revenues:

	831,900.00	249,019.94	582,880.06	29.9%
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Expenditures

	Amt Budgeted	Expenditures	Remaining	
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542 Streets - Maintenance

542 30 48 010 Emergency Proc./Storm Drain Snow Removal 2022	0.00	0.00	0.00	0.0%
542 Streets - Maintenance	0.00	0.00	0.00	0.0%

558 Planning & Community Devel

558 70 31 000 Supplies	2,022.01	0.00	2,022.01	0.0%
558 Planning & Community Devel	2,022.01	0.00	2,022.01	0.0%

591 Debt Service - Principal Repayment

591 95 70 309 Public Works Trust Fund Loan Principal 2020-2025	133,141.23	133,141.23	0.00	100.0%
591 95 72 309 DOH -- 2nd/Rosetti Water Main Loan Principal Only \$331,500	0.00	0.00	0.00	0.0%
591 Debt Service - Principal Repayment	133,141.23	133,141.23	0.00	100.0%

592 Debt Service - Interest Costs

2023 BUDGET POSITION

City Of Cle Elum

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309 REET Excise Tax/Capital Projects Fund

Months: 01 To: 06

Expenditures		Amt Budgeted	Expenditures	Remaining	
592 Debt Service - Interest Costs					
592 95 80 309	Public Works Trust Fund Loan Interest .84 percent	2,236.76	2,236.76	0.00	100.0%
592 Debt Service - Interest Costs		2,236.76	2,236.76	0.00	100.0%
594 Capital Expenditures					
594 18 63 309	HVAC For City Hall	55,000.00	0.00	55,000.00	0.0%
594 18 64 001	Generator for City Hall, Biomass Removal, Alleys, Trails	168,000.00	0.00	168,000.00	0.0%
594 18 65 000	Capital Expenditures REET Projects	160,000.00	0.00	160,000.00	0.0%
594 18 65 001	City Hall Remodel	0.00	0.00	0.00	0.0%
594 42 63 309	New Shop Improvements and Maintenance	30,000.00	0.00	30,000.00	0.0%
595 30 63 052	DOH -- Water Main Replacement -- 2nd/Rossetti \$331,500 Loan	331,500.00	195,009.00	136,491.00	58.8%
594 Capital Expenditures		744,500.00	195,009.00	549,491.00	26.2%
Fund Expenditures:		881,900.00	330,386.99	551,513.01	37.5%
Fund Excess/(Deficit):		(50,000.00)	(81,367.05)		

6/30 Balance = \$473,816

2023 BUDGET POSITION

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401 Water Fund

Months: 01 To: 06

Revenues		Amt Budgeted	Revenues	Remaining	
340 Charges For Goods & Services					
343 40 00 000	Cle Elum Water Sales	745,000.00	414,903.83	330,096.17	55.7%
343 40 00 004	Hydrant Water	25,000.00	6,306.49	18,693.51	25.2%
343 40 00 005	Water Hookups	30,000.00	13,000.00	17,000.00	43.3%
343 40 00 006	Water Utility Tax	69,000.00	38,780.93	30,219.07	56.2%
345 89 00 401	Impact Development Fees/Water	0.00	32,500.00	(32,500.00)	0.0%
340 Charges For Goods & Services		869,000.00	505,491.25	363,508.75	58.2%
350 Fines & Penalties					
359 11 00 401	Certified Notice Fee	1,000.00	1,452.40	(452.40)	145.2%
350 Fines & Penalties		1,000.00	1,452.40	(452.40)	145.2%
360 Interest & Other Earnings					
361 11 00 401	Interest	200.00	102.20	97.80	51.1%
361 30 00 401	Accrued Interest Due	0.00	0.00	0.00	0.0%
367 12 00 401	Kittitas County SR903 Utility Extension Project	0.00	0.00	0.00	0.0%
368 10 00 000	Capital Reimbursement Water Charge -- Suncadia	40,000.00	12,520.00	27,480.00	31.3%
369 91 00 000	Transfer Fee Water	3,000.00	90.00	2,910.00	3.0%
369 91 00 007	Miscellaneous Billings	0.00	2,126.59	(2,126.59)	0.0%
369 91 00 018	Main Street/B&O Tax Credit Refund	0.00	6,688.58	(6,688.58)	0.0%
369 91 00 401	Lien Release	300.00	288.00	12.00	96.0%
360 Interest & Other Earnings		43,500.00	21,815.37	21,684.63	50.2%
Fund Revenues:		913,500.00	528,759.02	384,740.98	57.9%
Expenditures					
		Amt Budgeted	Expenditures	Remaining	

534 Water Utilities

534 12 10 401	Salaries -- Water Clerica	75,000.00	38,300.53	36,699.47	51.1%
534 12 20 401	Benefits -- Water Clerica	47,000.00	18,506.20	28,493.80	39.4%
534 50 10 001	Salaries -- Water Public Works	174,000.00	100,220.93	73,779.07	57.6%
534 50 20 001	Benefits -- Water Public Works	85,000.00	57,028.45	27,971.55	67.1%
534 50 20 002	Unemployment	500.00	0.00	500.00	0.0%
534 50 30 401	Supplies/Safety	1,000.00	0.00	1,000.00	0.0%
534 50 31 000	Supplies/Tools/Radios	7,000.00	6,265.79	734.21	89.5%
534 50 31 001	Supplies/Office/Postage	5,000.00	3,207.39	1,792.61	64.1%
534 50 31 003	Software	2,000.00	1,108.84	891.16	55.4%
534 50 31 004	Supplies/Water Meters/Hydrants	15,000.00	37,584.48	(22,584.48)	250.6%
534 50 32 001	Fuel/Propane	15,000.00	6,259.45	8,740.55	41.7%
534 50 41 000	Bureau of Reclamation	6,000.00	5,732.43	267.57	95.5%
534 50 41 001	Maintenance Agreements/Fees and Dues	15,000.00	9,671.60	5,328.40	64.5%
534 50 41 002	Professional Services	3,000.00	928.40	2,071.60	30.9%
534 50 41 005	State Auditor Fees	3,000.00	898.62	2,101.38	30.0%
534 50 41 006	Water Rights Certificate Recording	0.00	0.00	0.00	0.0%
S4-83000-J					

2023 BUDGET POSITION

City Of Cle Elum

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401 Water Fund Months: 01 To: 06

Expenditures		Amt Budgeted	Expenditures	Remaining	
534 Water Utilities					
534 50 41 007	Water Rights Certificate Recording S4-83354-J	0.00	0.00	0.00	0.0%
534 50 41 008	Engineering Services--Update Construction Standards	10,000.00	0.00	10,000.00	0.0%
534 50 42 001	Telephones/Internet	2,500.00	375.79	2,124.21	15.0%
534 50 43 001	Travel/Training	3,000.00	1,950.53	1,049.47	65.0%
534 50 44 001	Excise Tax	75,000.00	19,173.05	55,826.95	25.6%
534 50 44 002	Labor & Industries Asbestos Penalty #317966126	0.00	0.00	0.00	0.0%
534 50 44 401	Main Street/B&O Tax Credit	15,000.00	22,500.00	(7,500.00)	150.0%
534 50 45 401	Rent -- New Public Works Shop to Airport Fund	12,500.00	6,900.00	5,600.00	55.2%
534 50 46 001	Insurance -- Equipment and Liability	14,000.00	15,323.52	(1,323.52)	109.5%
534 50 47 001	Utilities-Chlorinator/Tanks	750.00	322.11	427.89	42.9%
534 50 47 002	Utilities-Old Plant Storage	6,000.00	5,581.39	418.61	93.0%
534 50 47 003	Utilities - Utility Services	3,000.00	0.00	3,000.00	0.0%
534 50 48 000	Repair & Maintenance/Equipment	21,000.00	6,092.93	14,907.07	29.0%
534 50 48 003	Repair & Maintenance/Building	2,500.00	1,221.47	1,278.53	48.9%
534 50 49 002	Permit -- Dept. of Health	4,500.00	2,079.30	2,420.70	46.2%
534 50 49 003	Permit -- Water Quality Permit Fees WA0021938	5,000.00	3,286.44	1,713.56	65.7%
534 50 49 401	Capital Reimbursement Water--Suncadia	40,000.00	9,390.00	30,610.00	23.5%
534 51 41 001	Engineering Services -- Water	6,000.00	1,456.00	4,544.00	24.3%
534 51 41 002	GIS Planning/Water	0.00	0.00	0.00	0.0%
534 51 44 002	Utility Tax On Water	57,000.00	30,210.81	26,789.19	53.0%
534 Water Utilities		731,250.00	411,576.45	319,673.55	56.3%

591 Debt Service - Principal Repayment

591 34 72 401	Columbia Bank Water Loan -- Principal	152,502.38	0.00	152,502.38	0.0%
591 Debt Service - Principal Repayment		152,502.38	0.00	152,502.38	0.0%

592 Debt Service - Interest Costs

592 34 80 401	Columbia Bank Water Loan -- Interest	63,214.42	31,607.21	31,607.21	50.0%
592 34 89 001	Accrued Investment Interest	0.00	0.00	0.00	0.0%
592 Debt Service - Interest Costs		63,214.42	31,607.21	31,607.21	50.0%

594 Capital Expenditures

594 34 61 401	Kittitas County SR903 Utility Extension Project	0.00	0.00	0.00	0.0%
594 34 64 000	Hyster Fork Lift Model H50XL/Propane/Serial #A177831217K	0.00	0.00	0.00	0.0%
594 34 64 001	International Dump Truck 2003 Serial #1HTGGAHT43H571191	0.00	0.00	0.00	0.0%
594 34 64 003	Ford 2005 F450 Ser. #1FDXW46Y55ED08580	0.00	0.00	0.00	0.0%
594 34 64 004	Chev Colorado crew cab pickup 2004 Serial #1GCDT136948137511	0.00	0.00	0.00	0.0%

2023 BUDGET POSITION

City Of Cle Elum

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401 Water Fund Months: 01 To: 06

Expenditures	Amt Budgeted	Expenditures	Remaining	
594 Capital Expenditures				
594 Capital Expenditures	0.00	0.00	0.00	0.0%
Fund Expenditures:	946,966.80	443,183.66	503,783.14	46.8%
Fund Excess/(Deficit):	(33,466.80)	85,575.36		

6/30 Balance = 227,439

2023 BUDGET POSITION

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402 Sanitary Fund

Months: 01 To: 06

Revenues	Amt Budgeted	Revenues	Remaining
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340 Charges For Goods & Services

343 70 00 000 Garbage Service	720,000.00	431,903.57	288,096.43	60.0%
343 70 00 001 Franchise Fee -- Garbage	27,000.00	11,915.19	15,084.81	44.1%
343 70 00 003 Garbage - Temp Dumpster	21,000.00	11,063.69	9,936.31	52.7%
340 Charges For Goods & Services	768,000.00	454,882.45	313,117.55	59.2%

350 Fines & Penalties

359 11 00 402 Garbage Late Fees	500.00	1,188.00	(688.00)	237.6%
350 Fines & Penalties	500.00	1,188.00	(688.00)	237.6%

360 Interest & Other Earnings

361 11 00 402 Interest	150.00	78.19	71.81	52.1%
361 30 00 402 Accrued Interest Due	0.00	0.00	0.00	0.0%
369 91 00 402 Transfer Fee Garbage	3,000.00	180.00	2,820.00	6.0%
360 Interest & Other Earnings	3,150.00	258.19	2,891.81	8.2%

Fund Revenues:

	771,650.00	456,328.64	315,321.36	59.1%
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Expenditures	Amt Budgeted	Expenditures	Remaining
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537 Garbage & Solid Waste

537 60 46 001 Insurance -- Equipment and Liability	8,800.00	11,131.00	(2,331.00)	126.5%
537 80 10 001 Salaries -- Sanitary	52,500.00	30,468.01	22,031.99	58.0%
537 80 20 001 Benefits -- Sanitary	25,300.00	16,250.80	9,049.20	64.2%
537 80 31 001 Office Supplies/Telephone/Postage	4,000.00	2,739.32	1,260.68	68.5%
537 80 31 002 Liners/Cans/Miscellaneous	0.00	0.00	0.00	0.0%
537 80 31 003 Software	1,200.00	983.85	216.15	82.0%
537 80 41 003 Maintenance Fees/Professional Fees	9,650.00	2,814.16	6,835.84	29.2%
537 80 42 001 Fuel Consumed	3,000.00	0.00	3,000.00	0.0%
537 80 44 001 Excise Tax	30,000.00	16,549.67	13,450.33	55.2%
537 80 44 402 Main Street/B&O Tax Credit	0.00	0.00	0.00	0.0%
537 80 45 402 Rent -- New Public Works Shop to Airport Fund	1,000.00	8,400.00	(7,400.00)	840.0%
537 80 47 000 Utilites	200.00	0.00	200.00	0.0%
537 80 47 001 Collection And Disposal Fees -- WM	635,000.00	385,355.00	249,645.00	60.7%
537 80 47 002 Transfer Station	0.00	0.00	0.00	0.0%
537 80 48 000 Repairs And Maintenance	1,000.00	0.00	1,000.00	0.0%
537 80 49 001 Garbage Refund	0.00	0.00	0.00	0.0%
537 Garbage & Solid Waste	771,650.00	474,691.81	296,958.19	61.5%

594 Capital Expenditures

594 37 61 402 Land Airport Swap/County Shop	0.00	0.00	0.00	0.0%
594 Capital Expenditures	0.00	0.00	0.00	0.0%

2023 BUDGET POSITION

City Of Cle Elum

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402 Sanitary Fund

Months: 01 To: 06

Expenditures	Amt Budgeted	Expenditures	Remaining
Fund Expenditures:	771,650.00	474,691.81	296,958.19 61.5%
Fund Excess/(Deficit):	0.00	(18,363.17)	

6/30 Balance = \$132,691

2023 BUDGET POSITION

City Of Cle Elum

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403 Airport Fund

Months: 01 To: 06

Revenues	Amt Budgeted	Revenues	Remaining	
310 Taxes				
317 20 00 000 Leasehold Taxes -- Old	0.00	0.00	0.00	0.0%
310 Taxes	0.00	0.00	0.00	0.0%
330 Intergovernmental Revenues				
331 20 10 600 COVID FAA -- Federal Direct US DOT CARES Grant	0.00	0.00	0.00	0.0%
330 Intergovernmental Revenues	0.00	0.00	0.00	0.0%
360 Interest & Other Earnings				
361 11 00 403 Interest	25.00	39.13	(14.13)	156.5%
361 30 00 403 Accrued Interest Due	0.00	0.00	0.00	0.0%
362 50 00 403 Rent -- Airport	4,868.00	6,325.60	(1,457.60)	129.9%
362 50 00 404 Rent -- U.S. Forest Service -- Windy Pass	0.00	0.00	0.00	0.0%
362 50 00 405 Rent -- Public Works New Shop	30,000.00	30,000.00	0.00	100.0%
360 Interest & Other Earnings	34,893.00	36,364.73	(1,471.73)	104.2%
Fund Revenues:	34,893.00	36,364.73	(1,471.73)	104.2%
Expenditures	Amt Budgeted	Expenditures	Remaining	
546 Airports, Port, Terminal				
546 80 10 001 Salaries -- Airport	500.00	0.00	500.00	0.0%
546 80 20 001 Benefits -- Airport	193.00	0.00	193.00	0.0%
546 80 41 000 Legal Services -- Airport	1,000.00	0.00	1,000.00	0.0%
546 80 41 002 SEPA Fee	0.00	0.00	0.00	0.0%
546 80 41 003 COVID FAA Federal Direct US DOT CARES Grant	0.00	0.00	0.00	0.0%
546 80 41 004 Professional Services -- Other	500.00	0.00	500.00	0.0%
546 80 44 001 Excise Tax -- Airport	0.00	652.95	(652.95)	0.0%
546 80 46 002 Insurance -- Equipment and Liability	2,500.00	3,141.00	(641.00)	125.6%
546 80 47 001 Utilities-Airport	2,200.00	866.44	1,333.56	39.4%
546 80 48 000 Maintenance And Supplies	4,000.00	313.37	3,686.63	7.8%
546 Airports, Port, Terminal	10,893.00	4,973.76	5,919.24	45.7%
Fund Expenditures:	10,893.00	4,973.76	5,919.24	45.7%
Fund Excess/(Deficit):	24,000.00	31,390.97		

6/30 Balance = \$68,083

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404 Water Regional Fund

Months: 01 To: 06

Revenues		Amt Budgeted	Revenues	Remaining	
330 Intergovernmental Revenues					
334 04 20 404	Energy Project -- Dept. Of Commerce Grant/Water Regional	1,300.00	0.00	1,300.00	0.0%
330 Intergovernmental Revenues		1,300.00	0.00	1,300.00	0.0%
340 Charges For Goods & Services					
343 40 04 000	Cle Elum Water Sales/Regional	320,000.00	128,749.00	191,251.00	40.2%
343 40 04 001	Cle Elum Water Reserve Fees/Regional	47,000.00	23,805.00	23,195.00	50.6%
343 40 04 002	Suncadia Potable Water Sales/Regional	285,000.00	123,033.03	161,966.97	43.2%
343 40 04 003	Suncadia Potable Reserve Fees/Regional	39,000.00	22,694.00	16,306.00	58.2%
343 40 04 004	Suncadia Irrigation Water Sales/Regional	110,000.00	27,160.85	82,839.15	24.7%
343 40 04 005	Suncadia Irrigation Reserve Fees/Regional	15,000.00	9,017.00	5,983.00	60.1%
343 40 04 006	South Cle Elum Water Sales/Regional	75,000.00	40,977.74	34,022.26	54.6%
343 40 04 007	South Cle Elum Water Reserve Fees/Regional	18,000.00	9,794.00	8,206.00	54.4%
340 Charges For Goods & Services		909,000.00	385,230.62	523,769.38	42.4%
360 Interest & Other Earnings					
361 11 00 404	Interest	800.00	622.99	177.01	77.9%
361 30 00 404	Accrued Interest Due	0.00	0.00	0.00	0.0%
360 Interest & Other Earnings		800.00	622.99	177.01	77.9%
Fund Revenues:		911,100.00	385,853.61	525,246.39	42.4%
Expenditures		Amt Budgeted	Expenditures	Remaining	
534 Water Utilities					
534 51 44 003	Utility Tax On Water/Regional	50,000.00	10,804.37	39,195.63	21.6%
534 60 10 000	Salaries -- Regional Water	1,500.00	0.00	1,500.00	0.0%
534 60 20 000	Benefits -- Regional Water	1,500.00	0.00	1,500.00	0.0%
534 60 31 002	Veolia -- Chemicals, Supplies, Labs/Regional	38,000.00	6,496.87	31,503.13	17.1%
534 60 41 002	Veolia -- Contracted O&M Fee/Regional	320,000.00	136,187.90	183,812.10	42.6%
534 60 41 009	Yakima River Intake Professional and Water Plant Fees	7,300.00	2,826.23	4,473.77	38.7%
534 60 41 010	Insurance -- Regional Portion	25,000.00	31,807.56	(6,807.56)	127.2%
534 60 42 009	Telephone -- US Cell and Century Link	6,000.00	2,505.36	3,494.64	41.8%
534 60 48 002	Veolia -- Maintenance And Repairs/Regional	45,000.00	13,119.45	31,880.55	29.2%
534 60 48 005	Other Expenses/Regional	23,000.00	6,693.38	16,306.62	29.1%
534 60 48 010	HLA Engineering Water Regional Fees	3,500.00	756.80	2,743.20	21.6%
534 60 48 011	Repairs -- Emergency	48,000.00	0.00	48,000.00	0.0%
534 60 49 006	Veolia -- PSE Bullfrog/Regional	17,000.00	11,566.65	5,433.35	68.0%
534 60 49 007	Veolia -- PSE 903/Regional	88,000.00	29,448.08	58,551.92	33.5%
534 60 49 008	Veolia -- PSE SCE Way/Regional	75,000.00	46,050.70	28,949.30	61.4%
534 Water Utilities		748,800.00	298,263.35	450,536.65	39.8%
594 Capital Expenditures					

2023 BUDGET POSITION

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404 Water Regional Fund

Months: 01 To: 06

Expenditures	Amt Budgeted	Expenditures	Remaining	
594 Capital Expenditures				
594 34 63 404 Energy Project --Water Regional	1,300.00	0.00	1,300.00	0.0%
594 34 63 408 Seal Coat Parking Lot/Water Plant	21,000.00	0.00	21,000.00	0.0%
594 34 63 410 Solar Power Project	0.00	0.00	0.00	0.0%
594 34 64 404 SCE Reservoir Main Replacement	0.00	0.00	0.00	0.0%
594 34 64 405 Variable Frequency Drives - 2	25,000.00	0.00	25,000.00	0.0%
594 34 64 406 Robicon Irrigation VFD Replace/Yakima River Intake	55,000.00	0.00	55,000.00	0.0%
594 34 64 407 Well Pumps 3 and 7/Cle Elum Source Rebuild/Replace	25,000.00	0.00	25,000.00	0.0%
594 34 64 409 Server Replace and Upgrade PLC Software	35,000.00	0.00	35,000.00	0.0%
594 Capital Expenditures	162,300.00	0.00	162,300.00	0.0%
Fund Expenditures:	911,100.00	298,263.35	612,836.65	32.7%
Fund Excess/(Deficit):	0.00	87,590.26		

6/30 Balance = \$1,172,918

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City Of Cle Elum

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406 Water Capital Reserve Fund

Months: 01 To: 06

Revenues	Amt Budgeted	Revenues	Remaining	
340 Charges For Goods & Services				
343 40 00 007 Cle Elum -- Water Capital Reserve Fees	140,000.00	72,519.28	67,480.72	51.8%
340 Charges For Goods & Services	140,000.00	72,519.28	67,480.72	51.8%
360 Interest & Other Earnings				
361 11 00 406 Interest	300.00	256.62	43.38	85.5%
361 30 00 406 Accrued Interest Due	0.00	0.00	0.00	0.0%
360 Interest & Other Earnings	300.00	256.62	43.38	85.5%
390 Other Financing Sources				
391 80 03 406 Public Works Trust Fund Loan -- 2nd/Rosetti Water Main \$2,841,810 2022	0.00	0.00	0.00	0.0%
390 Other Financing Sources	0.00	0.00	0.00	0.0%
Fund Revenues:	140,300.00	72,775.90	67,524.10	51.9%
Expenditures	Amt Budgeted	Expenditures	Remaining	
534 Water Utilities				
534 50 35 406 Tools And Supplies	0.00	0.00	0.00	0.0%
534 50 41 003 Lease -- Sales Tax	0.00	0.00	0.00	0.0%
534 50 41 406 Water System Plan Update	0.00	15,000.00	(15,000.00)	0.0%
534 51 44 004 Utility Tax On Water/Capital Reserve	10,300.00	3,619.37	6,680.63	35.1%
534 Water Utilities	10,300.00	18,619.37	(8,319.37)	180.8%
591 Debt Service - Principal Repayment				
591 34 75 400 Lease -- Vac Truck 2100i/2023 Int. Lease	53,074.00	0.00	53,074.00	0.0%
591 95 71 406 Public Works Trust Fund Loan Principal 2nd Rosetti Main 2022 20 yr \$2,841,810	0.00	0.00	0.00	0.0%
592 95 81 406 Public Works Trust Fund Loan Interest 2nd Rosetti Main 2022 20 yr 1.39 percent	0.00	0.00	0.00	0.0%
591 Debt Service - Principal Repayment	53,074.00	0.00	53,074.00	0.0%
594 Capital Expenditures				
594 30 63 406 Public Works Trust Fund -- 2nd/Rosetti Water Main \$2,841,810 2022	0.00	0.00	0.00	0.0%
594 34 63 406 Water Main Replacements	130,000.00	0.00	130,000.00	0.0%
594 34 63 407 Water Main Replacement -- Pine-Alpha Alley Emergency	0.00	5,410.00	(5,410.00)	0.0%
594 34 63 412 Meter Read Allegro Fixed Base System 2023	0.00	0.00	0.00	0.0%
594 Capital Expenditures	130,000.00	5,410.00	124,590.00	4.2%
Fund Expenditures:	193,374.00	24,029.37	169,344.63	12.4%

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406 Water Capital Reserve Fund

Months: 01 To: 06

Fund Excess/(Deficit):

(53,074.00)

48,746.53

6/30 Balance = \$ 450,134

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409 Sewer Fund

Months: 01 To: 06

Revenues	Amt Budgeted	Revenues	Remaining	
340 Charges For Goods & Services				
343 50 00 002 DOT Sewer Services	10,000.00	6,243.30	3,756.70	62.4%
343 50 00 006 Cle Elum -- Sewer Services	540,000.00	285,521.06	254,478.94	52.9%
343 50 00 008 Sewer Utility Tax	48,000.00	24,662.32	23,337.68	51.4%
343 50 00 011 Sewer Collection System/WWTP Connection Fees	20,000.00	84,750.00	(64,750.00)	423.8%
343 50 01 409 Regional Admin Fee 1% Sewer Revenue	6,000.00	3,451.00	2,549.00	57.5%
345 89 00 409 Impact Development Fees/Sewer	0.00	0.00	0.00	0.0%
340 Charges For Goods & Services	624,000.00	404,627.68	219,372.32	64.8%
360 Interest & Other Earnings				
361 11 00 409 Interest	300.00	151.12	148.88	50.4%
361 30 00 409 Accrued Interest Due	0.00	0.00	0.00	0.0%
367 12 00 409 Kittitas County SR903 Utility Extension Project	0.00	0.00	0.00	0.0%
368 10 00 001 Capital Reimbursement Sewer Charge -- Suncadia	40,000.00	39,380.00	620.00	98.5%
369 91 00 019 Main Street/B&O Tax Credit -- Refund	0.00	6,688.58	(6,688.58)	0.0%
369 91 00 409 Transfer Fee Sewer	3,000.00	90.00	2,910.00	3.0%
360 Interest & Other Earnings	43,300.00	46,309.70	(3,009.70)	107.0%
Fund Revenues:	667,300.00	450,937.38	216,362.62	67.6%

Expenditures	Amt Budgeted	Expenditures	Remaining	
535 Sewer				
535 50 10 001 Salaries --Sewer Public Works	171,000.00	92,637.23	78,362.77	54.2%
535 50 20 001 Benefits -- Sewer Public Works	74,400.00	54,216.11	20,183.89	72.9%
535 50 20 002 Unemployment	0.00	0.00	0.00	0.0%
535 50 30 409 Supplies/Safety	1,000.00	0.00	1,000.00	0.0%
535 50 31 001 Supplies/Tools/Uniforms	4,376.80	4,019.27	357.53	91.8%
535 50 31 003 Supplies/Office/Postage	5,000.00	3,384.79	1,615.21	67.7%
535 50 31 004 Software	2,000.00	1,317.27	682.73	65.9%
535 50 32 002 Fuel/Propane	13,000.00	7,428.21	5,571.79	57.1%
535 50 41 001 Professional Services	4,500.00	790.97	3,709.03	17.6%
535 50 41 002 Maintenance Agreements/Fees/Dues	17,000.00	9,909.16	7,090.84	58.3%
535 50 41 003 Engineering Services -- Sewer	4,000.00	797.50	3,202.50	19.9%
535 50 41 005 South Cle Elum Sewer Connection Fee Share	0.00	0.00	0.00	0.0%
535 50 41 006 State Auditor Fees	4,000.00	820.48	3,179.52	20.5%
535 50 41 007 GIS Planning/Sewer	0.00	0.00	0.00	0.0%
535 50 41 008 Engineering Services--Update Construction Standards	10,000.00	0.00	10,000.00	0.0%
535 50 42 001 Telephones	1,600.00	454.66	1,145.34	28.4%
535 50 43 001 Travel/Training	1,000.00	231.00	769.00	23.1%
535 50 44 001 Excise Tax	36,000.00	16,010.10	19,989.90	44.5%
535 50 44 002 Utility Tax On Sewer	35,000.00	24,467.58	10,532.42	69.9%
535 50 44 409 Main Street/B&O Tax Credit	15,000.00	22,500.00	(7,500.00)	150.0%
535 50 45 406 Rent -- New Public Works Shop to Airport Fund	12,500.00	8,400.00	4,100.00	67.2%

2023 BUDGET POSITION

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409 Sewer Fund		Months: 01 To: 06			
Expenditures		Amt Budgeted	Expenditures	Remaining	
535 Sewer					
535 50 46 001	Insurance -- Equipment and Liability	15,000.00	15,653.07	(653.07)	104.4%
535 50 47 002	Utilities	600.00	297.32	302.68	49.6%
535 50 48 001	Repair & Maintenance/Equipment	25,000.00	10,627.83	14,372.17	42.5%
535 50 48 002	Repair & Maintenance/Building	2,000.00	1,480.56	519.44	74.0%
535 50 48 049	Emergency Proc. Sewer Main Repair 2021-2022	0.00	0.00	0.00	0.0%
535 50 48 061	Sewer Line Failed October 2022	0.00	0.00	0.00	0.0%
535 50 49 002	Sewer Discharge Permit	2,500.00	0.00	2,500.00	0.0%
535 50 49 003	Permit -- Sewer Discharge	0.00	0.00	0.00	0.0%
535 50 49 409	Capital Reimbursement Sewer-- Suncadia	40,000.00	35,442.00	4,558.00	88.6%
535 Sewer		496,476.80	310,885.11	185,591.69	62.6%
538 Combined Utilities					
535 50 10 409	Salaries -- Sewer Clerical	57,000.00	31,586.42	25,413.58	55.4%
535 50 20 409	Benefits -- Sewer Clerical	27,000.00	15,159.77	11,840.23	56.1%
535 50 49 001	Sewer Utilities Refund	0.00	0.00	0.00	0.0%
538 Combined Utilities		84,000.00	46,746.19	37,253.81	55.7%
591 Debt Service - Principal Repayment					
591 35 72 409	Columbia Bank Sewer Loan -- Principal	22,497.62	0.00	22,497.62	0.0%
591 Debt Service - Principal Repayment		22,497.62	0.00	22,497.62	0.0%
592 Debt Service - Interest Costs					
592 35 80 409	Columbia Bank Sewer Loan -- Interest	9,325.58	4,662.79	4,662.79	50.0%
592 35 89 409	Accrued Investment Interest	0.00	0.00	0.00	0.0%
592 Debt Service - Interest Costs		9,325.58	4,662.79	4,662.79	50.0%
594 Capital Expenditures					
594 35 61 409	Kittitas County SR903 Utility Extension Project	0.00	0.00	0.00	0.0%
594 35 63 409	Sewer Main Replacements	60,000.00	0.00	60,000.00	0.0%
594 35 63 415	Meter Read Allegro Fixed Base System 2023	0.00	0.00	0.00	0.0%
594 35 64 000	Hyster Fork Lift Model H50XL/Propane/Serial #A177831217K	0.00	0.00	0.00	0.0%
594 35 64 001	International Dump Truck 2003 Serial #1HTGGAHT43H571191	0.00	0.00	0.00	0.0%
594 35 64 002	2003 International Dump Truck 2574 Ser. #1HTGGAHT43H571191	0.00	0.00	0.00	0.0%
594 35 64 003	Ford 2005 F450 Ser. #1FDXW46Y55ED08580	0.00	0.00	0.00	0.0%
594 35 64 004	Chev Colorado crew cab pickup 2004 Serial #1GCDT136948137511	0.00	0.00	0.00	0.0%
594 Capital Expenditures		60,000.00	0.00	60,000.00	0.0%

2023 BUDGET POSITION

City Of Cle Elum

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409 Sewer Fund				Months: 01 To: 06
Expenditures	Amt Budgeted	Expenditures	Remaining	
Fund Expenditures:	672,300.00	362,294.09	310,005.91	53.9%
Fund Excess/(Deficit):	(5,000.00)	88,643.29		

6/30 Balance = \$ 307,001

2023 BUDGET POSITION

City Of Cle Elum

Time: 15:08:58 Date: 07/03/2023

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410 Sewer Regional Fund

Months: 01 To: 06

Revenues	Amt Budgeted	Revenues	Remaining	
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330 Intergovernmental Revenues

331 97 03 900	Hanson Ponds FEMA Grant	100,000.00	11,021.38	88,978.62	11.0%
334 01 80 413	Hanson Ponds State Military Dept. State Grant	17,000.00	1,836.90	15,163.10	10.8%
334 04 20 410	Energy Project -- Dept. Of Commerce Grant/Sewer Regional	140.00	0.00	140.00	0.0%
		117,140.00	12,858.28	104,281.72	11.0%

340 Charges For Goods & Services

343 50 01 003	Suncadia Sewer Services/Regional	380,300.00	212,608.00	167,692.00	55.9%
343 50 01 006	Cle Elum Sewer Services/Regional	187,000.00	89,965.00	97,035.00	48.1%
343 50 01 012	Regional Admin Fee 1% Revenue/Regional (see Fund 409)	0.00	0.00	0.00	0.0%
343 50 01 123	Sun Communities Sewer Shortfall/Regional	69,700.00	43,395.00	26,305.00	62.3%
343 50 01 222	South Cle Elum Sewer Services/Regional	57,000.00	29,433.00	27,567.00	51.6%
343 50 01 223	Roslyn Sewer Services/Regional	115,000.00	61,344.00	53,656.00	53.3%
		809,000.00	436,745.00	372,255.00	54.0%

360 Interest & Other Earnings

361 11 00 410	Interest	300.00	291.08	8.92	97.0%
361 30 00 410	Accrued Interest Due	0.00	0.00	0.00	0.0%
		300.00	291.08	8.92	97.0%

Fund Revenues:

	926,440.00	449,894.36	476,545.64	48.6%
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Expenditures

Amt Budgeted	Expenditures	Remaining	
--------------	--------------	-----------	--

535 Sewer

535 50 44 003	Utility Tax On Sewer/Regional	34,000.00	17,871.24	16,128.76	52.6%
535 60 42 002	Veolia -- Contracted O&M Fee/Regional	465,000.00	198,987.30	266,012.70	42.8%
535 60 42 003	Veolia -- PSE Utilities Sewer/Regional	120,000.00	81,286.41	38,713.59	67.7%
535 60 42 004	Veolia -- Maintenance And Repairs/Regional	29,000.00	19,297.15	9,702.85	66.5%
535 60 42 005	Other Expenses/Regional	9,000.00	817.16	8,182.84	9.1%
535 60 42 007	Insurance -- Regional Portion	43,900.00	50,937.36	(7,037.36)	116.0%
535 60 42 008	HLA Engineering Regional Sewer Fees	3,400.00	0.00	3,400.00	0.0%
		704,300.00	369,196.62	335,103.38	52.4%

594 Capital Expenditures

594 35 63 410	Energy Project -- Sewer Regional	140.00	250.00	(110.00)	178.6%
594 35 63 411	Hanson Ponds Bank Project -- Regional Outfall \$113,775	100,000.00	0.00	100,000.00	0.0%
594 35 63 412	Hanson Ponds Bank Project -- City/Local Regional Portion	17,000.00	0.00	17,000.00	0.0%
594 35 63 413	COVID ARPA Sewer Main Replacement	0.00	0.00	0.00	0.0%
594 35 63 414	Hanson Ponds Bank Project -- WA State MIL State Regional Portion \$18,962.50	17,000.00	0.00	17,000.00	0.0%

2023 BUDGET POSITION

City Of Cle Elum

Time: 15:08:58 Date: 07/03/2023

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410 Sewer Regional Fund

Months: 01 To: 06

Expenditures		Amt Budgeted	Expenditures	Remaining	
594 Capital Expenditures					
594 35 63 419	Scada System Upgrade	0.00	0.00	0.00	0.0%
594 35 64 415	Influent Pumps -- Rebuild 2	20,000.00	0.00	20,000.00	0.0%
594 35 64 416	Jet Motive Pump #1 -- Rebuild	60,000.00	0.00	60,000.00	0.0%
594 35 64 417	Amp Breakers for MCC -- Purchase Spare 40 and 50	5,000.00	0.00	5,000.00	0.0%
594 76 61 000	Hanson Ponds Park Project	0.00	0.00	0.00	0.0%
594 Capital Expenditures		219,140.00	250.00	218,890.00	0.1%
Fund Expenditures:		923,440.00	369,446.62	553,993.38	40.0%
Fund Excess/(Deficit):		3,000.00	80,447.74		

6/30 Balance = \$ 557,132

2023 BUDGET POSITION

City Of Cle Elum

Time: 15:08:58 Date: 07/03/2023

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413 Sewer Capital Reserve Fund

Months: 01 To: 06

Revenues		Amt Budgeted	Revenues	Remaining	
330 Intergovernmental Revenues					
334 03 10 101	DOE -- Stormwater Planning Grant -- \$165,828	165,828.00	0.00	165,828.00	0.0%
334 03 10 413	DOE -- State Sewer Plan Forgivable Principal Proceeds	0.00	0.00	0.00	0.0%
330 Intergovernmental Revenues		165,828.00	0.00	165,828.00	0.0%
340 Charges For Goods & Services					
343 50 00 007	Cle Elum -- Sewer Capital Reserve Fees	80,000.00	34,456.60	45,543.40	43.1%
340 Charges For Goods & Services		80,000.00	34,456.60	45,543.40	43.1%
360 Interest & Other Earnings					
361 11 00 413	Interest	403.87	295.77	108.10	73.2%
361 30 00 413	Accrued Interest Due	0.00	0.00	0.00	0.0%
360 Interest & Other Earnings		403.87	295.77	108.10	73.2%
390 Other Financing Sources					
391 80 00 413	Department Of Ecology State Sewer Plan Loan Proceeds	0.00	0.00	0.00	0.0%
391 80 01 101	DOE -- Stormwater Planning Loan -- \$165,828	165,828.00	0.00	165,828.00	0.0%
390 Other Financing Sources		165,828.00	0.00	165,828.00	0.0%
Fund Revenues:		412,059.87	34,752.37	377,307.50	8.4%
Expenditures		Amt Budgeted	Expenditures	Remaining	
535 Sewer					
535 50 35 413	Small Tools And Equipment/Radios	19,400.00	0.00	19,400.00	0.0%
535 50 41 004	Lease -- Sales Tax	0.00	0.00	0.00	0.0%
535 50 44 004	Utility Tax On Sewer/Capital Reserve	6,100.00	1,728.40	4,371.60	28.3%
535 Sewer		25,500.00	1,728.40	23,771.60	6.8%
591 Debt Service - Principal Repayment					
591 35 70 413	Department Of Ecology State Sewer Plan Loan Principal	97,171.99	101,530.00	(4,358.01)	104.5%
591 35 75 400	Lease -- Vac Truck 2100i/2023 Int. Lease	53,074.00	0.00	53,074.00	0.0%
592 35 80 413	Department of Ecology State Sewer Plan Loan Interest	1,731.88	583.73	1,148.15	33.7%
591 Debt Service - Principal Repayment		151,977.87	102,113.73	49,864.14	67.2%
594 Capital Expenditures					
594 35 64 413	DOE -- Engineering Fees -- Sewer Plan Loan	0.00	0.00	0.00	0.0%

2023 BUDGET POSITION

City Of Cle Elum

Time: 15:08:58 Date: 07/03/2023

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413 Sewer Capital Reserve Fund

Months: 01 To: 06

Expenditures		Amt Budgeted	Expenditures	Remaining	
594 Capital Expenditures					
594 35 64 414	DOE -- Engineering Fees -- Sewer Plan Grant	0.00	0.00	0.00	0.0%
594 Capital Expenditures		0.00	0.00	0.00	0.0%
595 Capital Expenditures- Streets					
594 35 63 054	DOE -- Stormwater Planning Grant -- \$165,828	165,828.00	2,696.37	163,131.63	1.6%
594 35 63 056	DOE -- Stormwater Planning Loan -- \$165,828	165,828.00	2,696.38	163,131.62	1.6%
595 Capital Expenditures- Streets		331,656.00	5,392.75	326,263.25	1.6%
Fund Expenditures:		509,133.87	109,234.88	399,898.99	21.5%
Fund Excess/(Deficit):		(97,074.00)	(74,482.51)		

6/30 Balance = \$469,908

2023 BUDGET POSITION

City Of Cle Elum

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630 Pangrazi Memorial Fund

Months: 01 To: 06

Revenues	Amt Budgeted	Revenues	Remaining	
360 Interest & Other Earnings				
361 30 00 630 Accrued Interest Due	0.00	0.00	0.00	0.0%
389 60 00 630 Interest	15.00	9.35	5.65	62.3%
389 60 00 631 Accrued Interest Due	0.00	0.00	0.00	0.0%
360 Interest & Other Earnings	15.00	9.35	5.65	62.3%
Fund Revenues:	15.00	9.35	5.65	62.3%
Expenditures	Amt Budgeted	Expenditures	Remaining	
580 Non Expenditures				
589 40 00 630 Plaque Costs	1,750.00	0.00	1,750.00	0.0%
580 Non Expenditures	1,750.00	0.00	1,750.00	0.0%
Fund Expenditures:	1,750.00	0.00	1,750.00	0.0%
Fund Excess/(Deficit):	(1,735.00)	9.35		

6/30 Balance = \$16,019

2023 BUDGET POSITION

City Of Cle Elum

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699 State Agency Fund 380/580

Months: 01 To: 06

Revenues	Amt Budgeted	Revenues	Remaining
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380 Non Revenues

386 83 00 000	Trauma Care	400.00	55.96	344.04	14.0%
386 83 31 000	Auto Theft Prevention	700.00	112.57	587.43	16.1%
386 83 32 000	Trauma Brain Injury	300.00	51.05	248.95	17.0%
386 88 00 000	Psea	350.00	28.14	321.86	8.0%
386 89 09 000	WSP Highway Account	550.00	90.11	459.89	16.4%
386 89 14 001	Highway Safety Account	300.00	75.00	225.00	25.0%
386 91 00 000	Psea	8,500.00	1,299.09	7,200.91	15.3%
386 92 00 000	Psea	7,000.00	996.39	6,003.61	14.2%
386 96 00 000	Crime Lab Analysis	2,500.00	147.32	2,352.68	5.9%
386 97 00 000	Judicial Information System	2,500.00	364.14	2,135.86	14.6%
386 99 00 001	School Safety Zone	750.00	110.26	639.74	14.7%
389 31 00 001	FBI Fees State Share	800.00	269.00	531.00	33.6%
389 31 00 002	Gun Permits State Share	2,300.00	1,068.00	1,232.00	46.4%
389 31 00 003	Building Code Fee State Share	2,000.00	567.00	1,433.00	28.4%
389 31 00 005	Rent Deposits	0.00	0.00	0.00	0.0%
389 31 00 006	Excise Tax -- Rentals	8,000.00	3,197.16	4,802.84	40.0%
389 31 00 007	Leasehold Tax -- Airport	700.00	812.21	(112.21)	116.0%
389 31 00 008	Excise Tax -- Billboard Lease	192.60	0.00	192.60	0.0%
389 31 00 009	Leasehold Tax -- Old Public Works Shop	0.00	0.00	0.00	0.0%
389 31 00 010	Confiscated Property	400.00	0.00	400.00	0.0%
389 31 00 015	Leasehold Tax -- Vertical Bridge	0.00	0.00	0.00	0.0%
389 90 00 699	Deposits -- Timing Split Between Two Months	0.00	0.00	0.00	0.0%

380 Non Revenues	38,242.60	9,243.40	28,999.20	24.2%
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Fund Revenues:	38,242.60	9,243.40	28,999.20	24.2%
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Expenditures	Amt Budgeted	Expenditures	Remaining
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580 Non Expenditures

586 83 00 000	Trauma Care	400.00	40.91	359.09	10.2%
586 83 00 001	Auto Theft Prevention	700.00	82.39	617.61	11.8%
586 83 00 002	Trauma Brain Injury	300.00	35.92	264.08	12.0%
586 88 00 000	Psea 3	350.00	19.11	330.89	5.5%
586 89 09 001	WSP Highway Account	550.00	0.86	549.14	0.2%
586 89 14 001	Highway Safety Account	300.00	0.00	300.00	0.0%
586 91 00 000	Psea 1	8,500.00	814.71	7,685.29	9.6%
586 92 00 000	Psea 2	7,000.00	709.83	6,290.17	10.1%
586 96 00 000	Crime Lab Analysis	2,500.00	123.06	2,376.94	4.9%
586 97 00 000	Judicial Information System	2,500.00	269.93	2,230.07	10.8%
586 99 00 001	School Safety Zone	750.00	110.01	639.99	14.7%
589 31 00 001	Building Code Fees	2,000.00	522.00	1,478.00	26.1%
589 31 00 002	Rent Deposit Returns	0.00	0.00	0.00	0.0%
589 31 00 003	FBI Fees	800.00	283.25	516.75	35.4%
589 31 00 004	Gun Permits	2,300.00	1,107.00	1,193.00	48.1%
589 31 00 005	Excise Tax-Rentals	8,000.00	1,804.02	6,195.98	22.6%
589 31 00 006	Airport Leasehold Tax	700.00	0.00	700.00	0.0%
589 31 00 007	Billboard Leasehold Tax	192.60	1,431.66	(1,239.06)	743.3%
589 31 00 010	Confiscated Property	400.00	0.00	400.00	0.0%

2023 BUDGET POSITION

City Of Cle Elum

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699 State Agency Fund 380/580

Months: 01 To: 06

Expenditures		Amt Budgeted	Expenditures	Remaining	
580 Non Expenditures					
589 31 00 011	Leasehold Tax -- Old Public Works Shop	0.00	0.00	0.00	0.0%
589 31 00 015	Leasehold Tax -- Vertical Bridge	0.00	0.00	0.00	0.0%
580 Non Expenditures		38,242.60	7,354.66	30,887.94	19.2%
Fund Expenditures:		38,242.60	7,354.66	30,887.94	19.2%
Fund Excess/(Deficit):		0.00	1,888.74		

6/30 Balance -- \$ 4,556



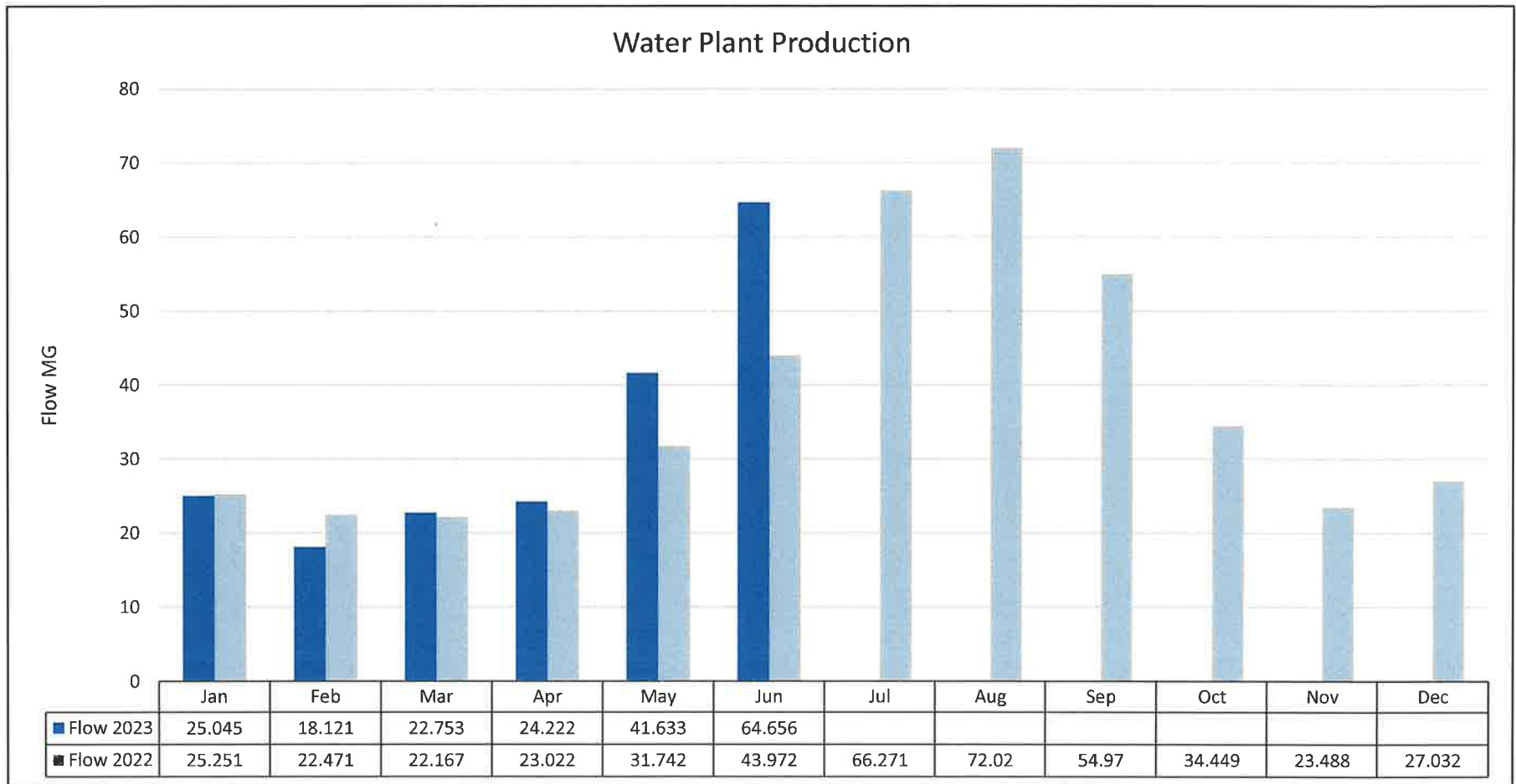
City of Cle Elum

Department of Community Development
Building & Fire Safety Division

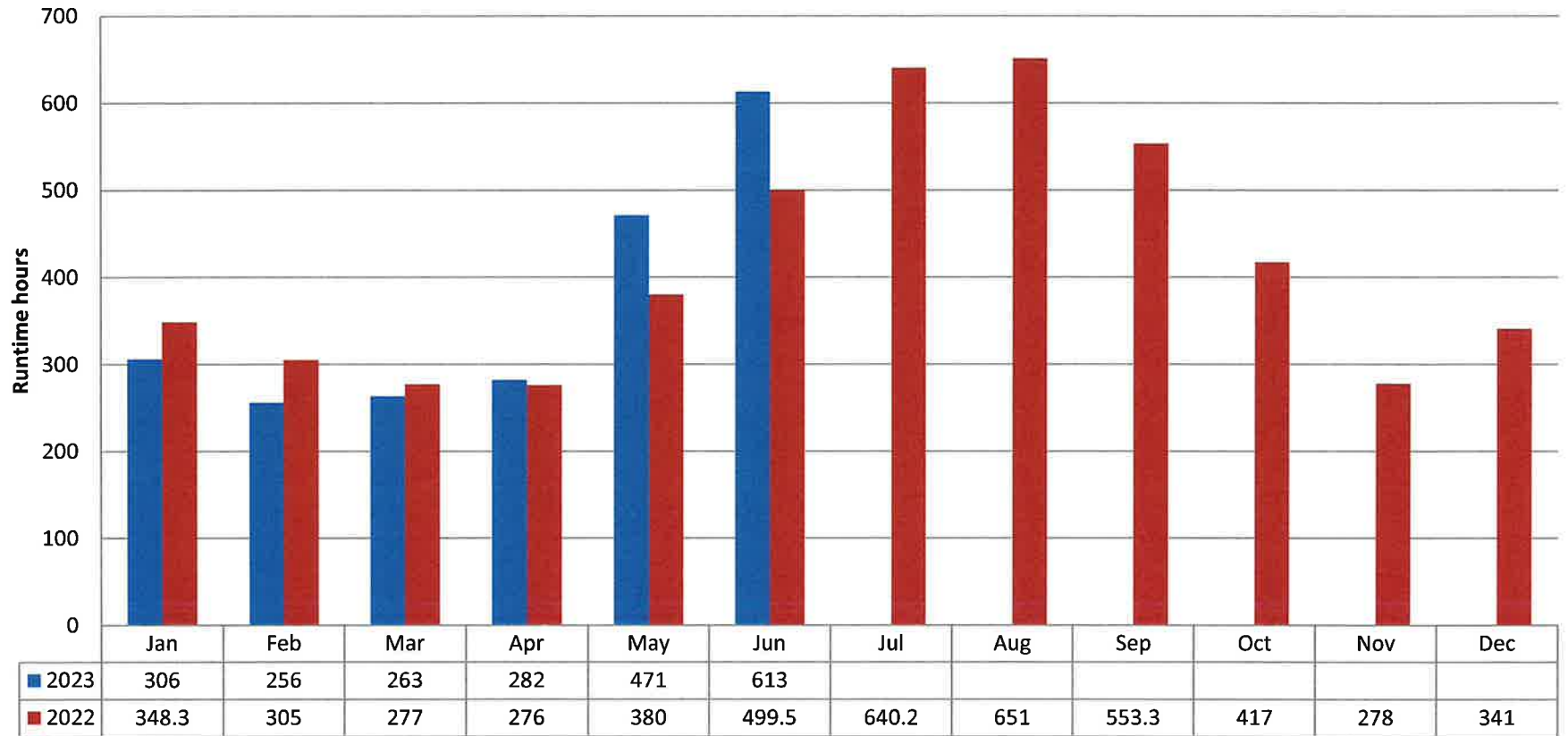
2023 Building Permit Data

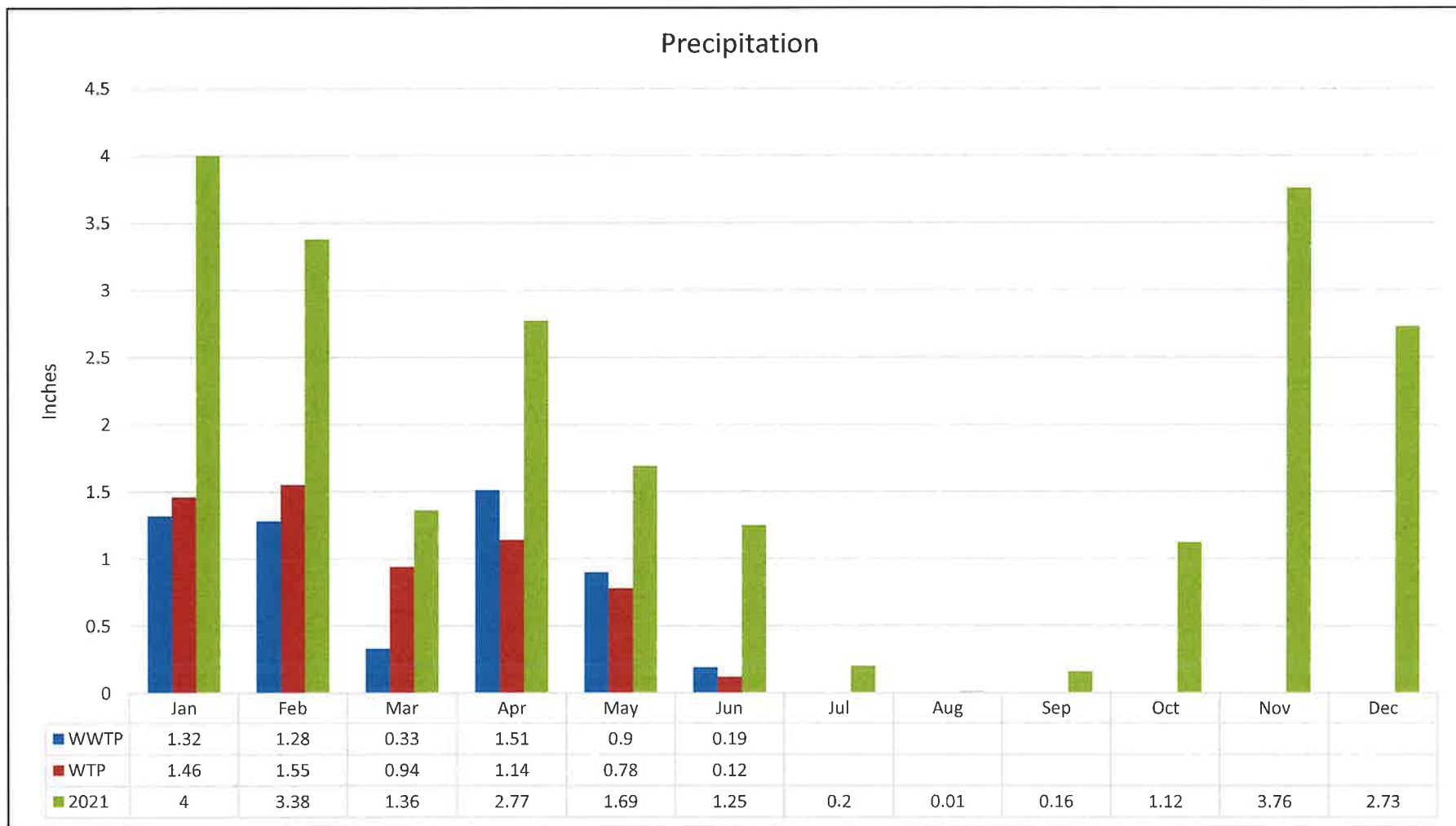
23-Inspections

JUNE				YEAR TO DATE			
# OF PERMITS	VALUATION	PERMIT FEES	PERMIT TYPE	# OF PERMITS	VALUATION	PERMIT FEES	
1	915,851.02	9,418.25	COMMERCIAL	7	1,565,319.72	19,319.90	
2	0.00	331.50	DEMOLITION	5	0.00	819.50	
0	0.00	0.00	FIRE SAFETY	0	0.00	0.00	
0	0.00	0.00	FOUNDATION	0	0.00	0.00	
0	0.00	0.00	GAS CONVERSION	0	0.00	0.00	
0	0.00	0.00	MANUFACTURED HOME	0	0.00	0.00	
1	0.00	276.50	MECHANICAL / PLUMBING	4	0.00	2,026.00	
0	0.00	0.00	MULTI FAMILY	1	407,891.71	5,044.87	
0	0.00	0.00	OTHER	8	150,838.75	4,973.75	
0	0.00	0.00	GARAGE	0	0.00	0.00	
0	0.00	0.00	SFR ADDITION / REMODEL	2	29,800.00	995.81	
0	0.00	0.00	ROOF	4	0.00	1,226.00	
0	0.00	0.00	NEW SINGLE FAMILY	1	268,714.19	3,653.51	
0	0.00	0.00	TENANT IMPROVEMENT	2	435,000.00	5,181.75	
4	\$915,851.02	\$10,026.25	TOTALS	34	\$2,857,564.37	\$43,241.09	

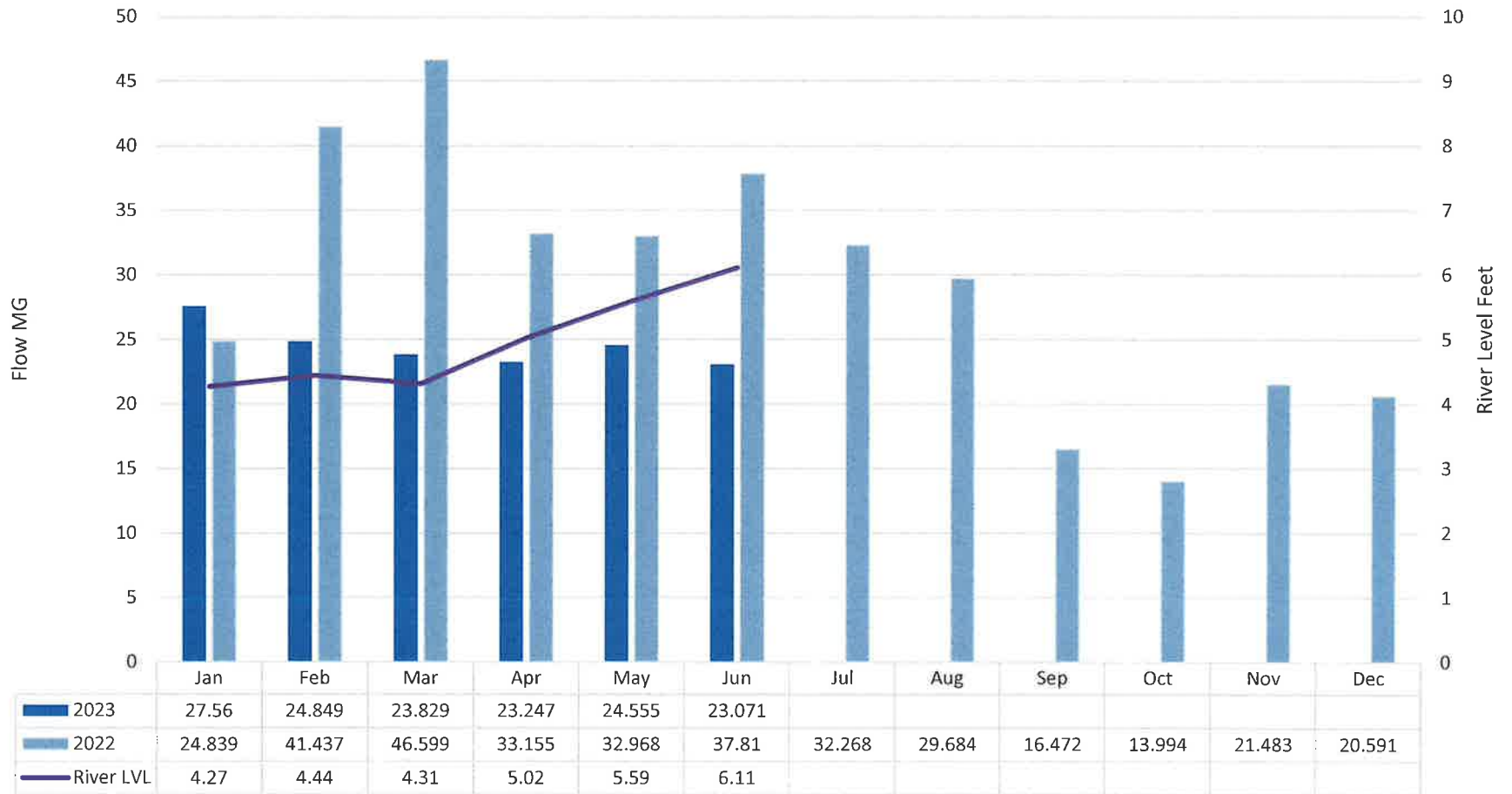


Water Plant Run Time

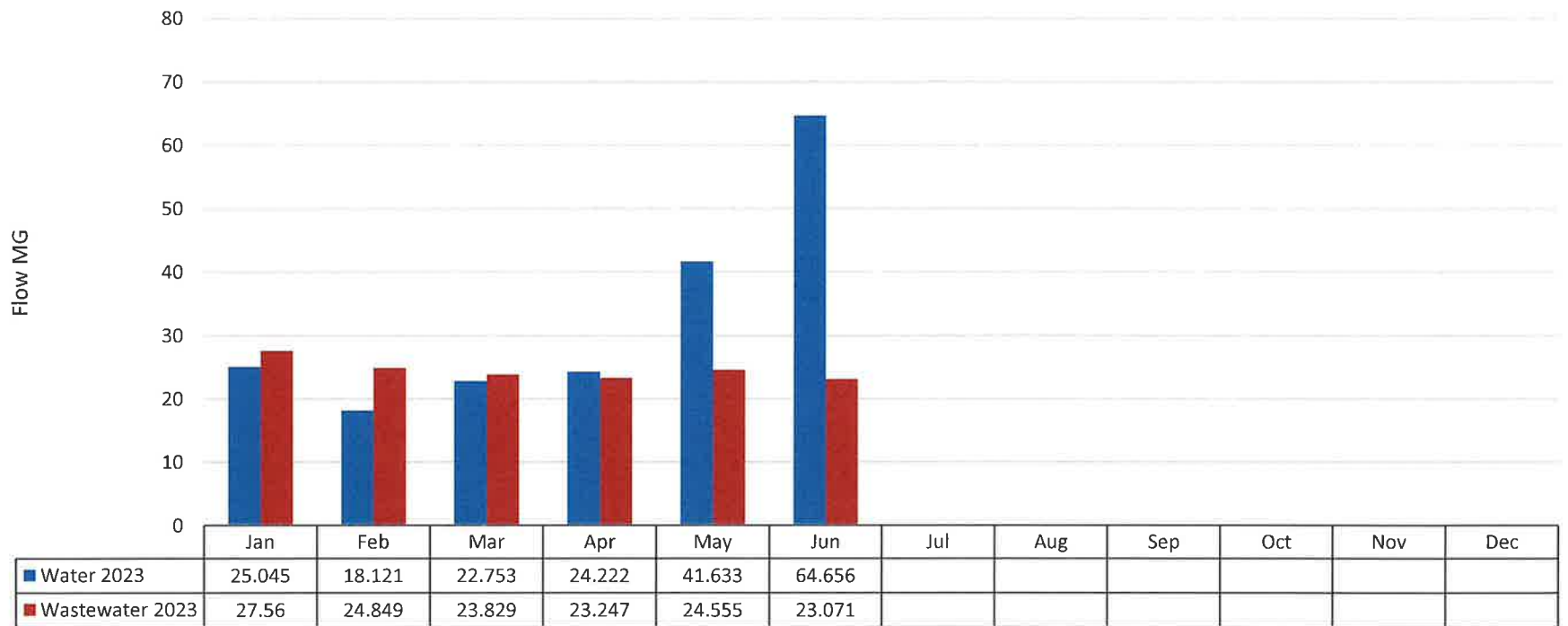




Wastewater Influent Flows and River Level



Water vs Wastewater Plant Flow



July 10th Council Meeting

- Good evening Honorable Mayor and members of the Council.
 - My usual graphs are enclosed in your council packet, both plants have been running extremely well the past month.
 - Flows for June were up to 64 mgd, this is an average of 2.26 mgd, average runtime has been 20.4 hours and we have hit 24 hour a day operations once in June.
 - At the end of June we had a cottonwood bloom that created some issues for us, the cottonwood seed lands in the river where it gets drawn up against the intake screens which reduces the flow of water through the screens. Thanks to Mike Englehart and Aaron Barr for assisting the Veolia staff in pulling and cleaning the screens.
 - The SBR #1 at the wastewater plant has been cleaned, we will be completing the inspection and any needed repairs in July.



City of Cle Elum

Department of Community Development
Building & Fire Safety Division

2023 Building Permit Data

23-Inspections

JUNE				YEAR TO DATE		
# OF PERMITS	VALUATION	PERMIT FEES	PERMIT TYPE	# OF PERMITS	VALUATION	PERMIT FEES
1	915,851.02	9,418.25	COMMERCIAL	7	1,565,319.72	19,319.90
2	0.00	331.50	DEMOLITION	5	0.00	819.50
0	0.00	0.00	FIRE SAFETY	0	0.00	0.00
0	0.00	0.00	FOUNDATION	0	0.00	0.00
0	0.00	0.00	GAS CONVERSION	0	0.00	0.00
0	0.00	0.00	MANUFACTURED HOME	0	0.00	0.00
1	0.00	276.50	MECHANICAL / PLUMBING	4	0.00	2,026.00
0	0.00	0.00	MULTI FAMILY	1	407,891.71	5,044.87
0	0.00	0.00	OTHER	8	150,838.75	4,973.75
0	0.00	0.00	GARAGE	0	0.00	0.00
0	0.00	0.00	SFR ADDITION / REMODEL	2	29,800.00	995.81
0	0.00	0.00	ROOF	4	0.00	1,226.00
0	0.00	0.00	NEW SINGLE FAMILY	1	268,714.19	3,653.51
0	0.00	0.00	TENANT IMPROVEMENT	2	435,000.00	5,181.75
4	\$915,851.02	\$10,026.25	TOTALS	34	\$2,857,564.37	\$43,241.09

Cle Elum Fire Department

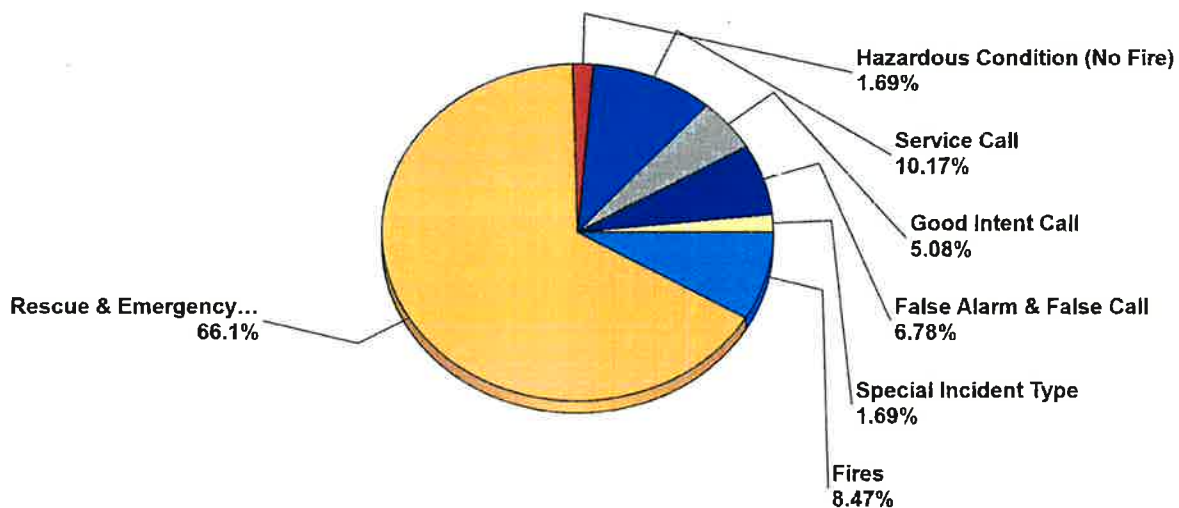
Cle Elum, WA

This report was generated on 7/10/2023 1:10:18 PM



Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 06/01/2023 | End Date: 06/30/2023



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	5	8.47%
Rescue & Emergency Medical Service	39	66.1%
Hazardous Condition (No Fire)	1	1.69%
Service Call	6	10.17%
Good Intent Call	3	5.08%
False Alarm & False Call	4	6.78%
Special Incident Type	1	1.69%
TOTAL	59	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.



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Doc Id: 553

Page # 1 of 2

Detailed Breakdown by Incident Type		
INCIDENT TYPE	# INCIDENTS	% of TOTAL
118 - Trash or rubbish fire, contained	1	1.69%
132 - Road freight or transport vehicle fire	1	1.69%
142 - Brush or brush-and-grass mixture fire	2	3.39%
143 - Grass fire	1	1.69%
311 - Medical assist, assist EMS crew	5	8.47%
321 - EMS call, excluding vehicle accident with injury	30	50.85%
322 - Motor vehicle accident with injuries	2	3.39%
324 - Motor vehicle accident with no injuries.	2	3.39%
410 - Combustible/flammable gas/liquid condition, other	1	1.69%
510 - Person in distress, other	3	5.08%
550 - Public service assistance, other	1	1.69%
553 - Public service	1	1.69%
554 - Assist invalid	1	1.69%
631 - Authorized controlled burning	1	1.69%
651 - Smoke scare, odor of smoke	1	1.69%
661 - EMS call, party transported by non-fire agency	1	1.69%
700 - False alarm or false call, other	2	3.39%
735 - Alarm system sounded due to malfunction	2	3.39%
900 - Special type of incident, other	1	1.69%
TOTAL INCIDENTS:	59	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.



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Doc Id: 553

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Hanson Ponds Restoration and Infrastructure Resiliency Project

Kittitas Conservation Trust

Funding acquired for this project:

FEMA Flood Hazard Mitigation --\$113,775 (30% design)

Washington State Salmon Recover Funding Board-- \$187,418 (100% Design and Permitting)

Project goals include maintaining and protecting critical infrastructure, including the eroding bank at the upstream end, consider the City of Cle Elum's wastewater outfall maintenance, and have no increased risk to I-90; improve anadromous salmonid habitat, restore floodplain connections, and provide recreational opportunities within the project site, where appropriate.

Conceptual Alternative 4 was selected from Design options (11/28/2022):

Concept Alternative 4 moves the mainstem flow route to alleviate lateral erosion issues at the upstream eroding bank and address unplanned pond capture of the mainstem. The location of the wastewater outfall is moved towards I-90 along its existing alignment to mitigate existing risk of damage due to pond capture or bank erosion. The wastewater will discharge into a designed side channel prior to reaching the mainstem. Alt 4 relocates the mainstem channel to the middle of the available floodplain to maximize floodplain and channel function within the available floodplain area south of I-90, while providing a means of protecting the existing infrastructure of concern. This approach includes removal and/or partial excavation of the existing levees and riprap spur(s) to maximize the opportunity for mainstem realignment, converting the existing mainstem route into a secondary or side channel, creating side channel and off-channel habitat, and vegetated floodplain islands. Reinforcement of the I-90 road prism bank will be designed so as to not increase risk. The existing riprap spur at the upstream end of the project area will be removed. Install Large Wood Structures in the existing and newly created channels to support island formation and improve the quality and complexity of off-channel and refugia habitat available to native fish without adding unnecessary recreational safety impediments to the mainstem channel. Safety signage for boaters may be recommended to guide users. Reconstruct a Kiwanis Pond west of its existing location to reduce current capture and erosion risks and to generate needed fill-island material. Utilize excavated materials to create islands and low-floodplain areas that support riparian vegetation. Improve fish passage at the existing weirs to support up and downstream migration potential in the side channels and off-channel refugia areas. Construction of an ADA trail around the new Kiwanis Pond to support recreational use. Potential for future development of a nature trail along the north side reopened floodplain.

Features Summary:

- Design mainstem to middle of the floodplain and constructed roughened riffle at the upstream end to maintain it as primary flow route
- Relocate outfall to edge of floodplain, to discharge into constructed side channel (assumes DOE approves discharge permit changes)
- Reopen floodplain
 - o Remove and/or partially excavate designated levees, dikes, and spurs
- Create mainstem split flow, secondary flow route side channel(s), and off-channel alcoves in reopened floodplain
 - o Construct reinforced riffles at flow routes over wastewater treatment outfall.
 - o Construct mainstem split-flow conditions downstream of wastewater outfall mixing zone via designed levee excavation and fill-island placement.
 - o Construct Fill Islands in reopened floodplain area. Design to support bar and floodplain development
 - o Install large wood structures on fill islands along secondary flow route

Hanson Ponds Restoration and Infrastructure Resiliency Project

- Install Large wood structures in existing side channels of the mainstem Yakima and at downstream end of outlet channel in backwater zone (off-channel habitat)
- Improve fish passage conditions at existing weirs in connector channel
- Native riparian vegetation re-establishment on new low floodplains
- Reinforce I-90 bank as needed
- Construct protective levee along southern border of Kiwanis Pond (Alternative 3b).
- Remove the existing riprap spur
- Reconstruct Kiwanis Pond west of its existing placement to reduce capture risk and to generate fill island material.
- Create new ADA parking at west side of Kiwanis Pond for access to pond and trailhead – trail around Kiwanis Pond

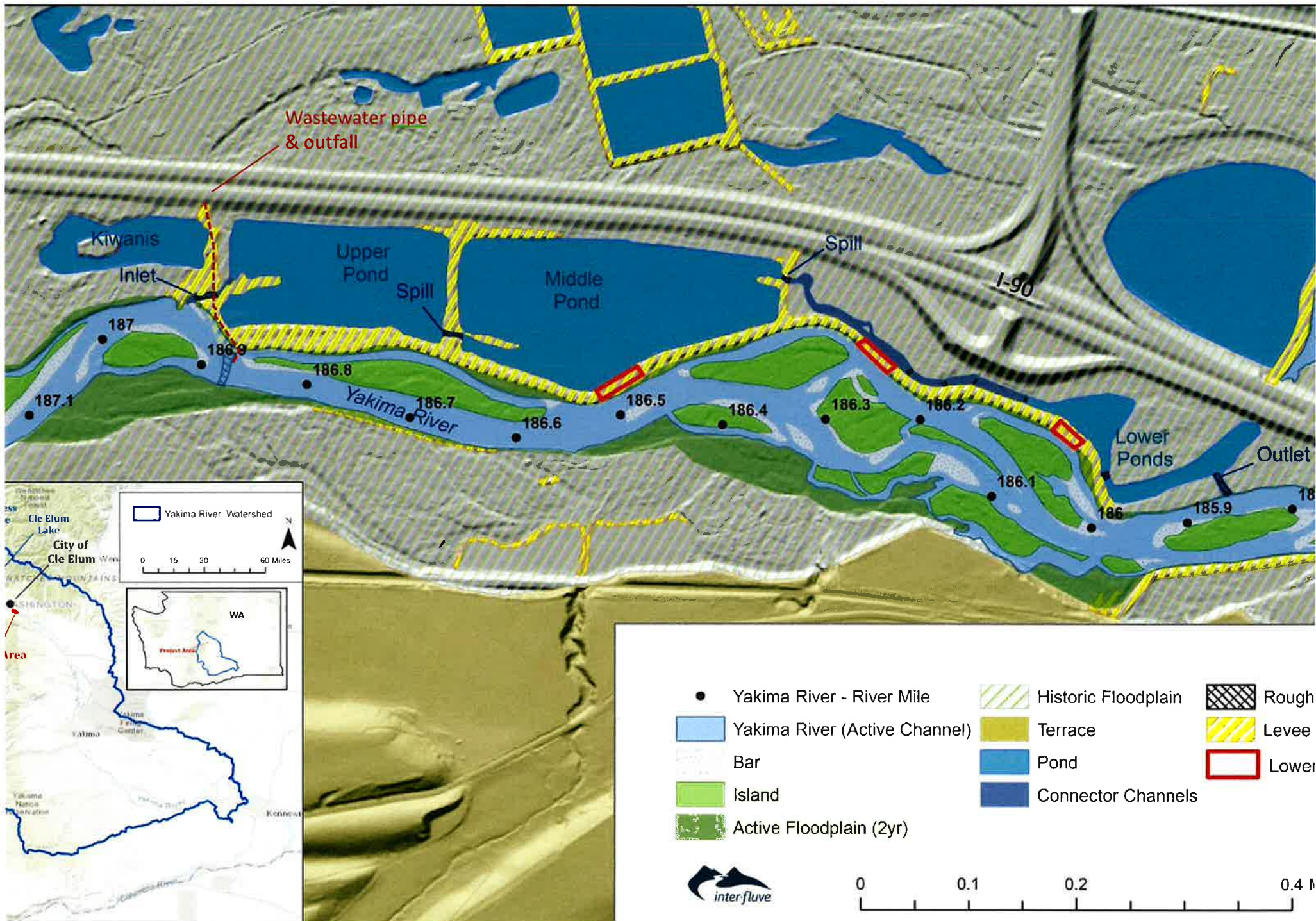
Sewer Outfall Option A – Move Outfall to New Channel Mainstream – Shorten existing pipe to new mainstem riffle location (*Slide 3*)

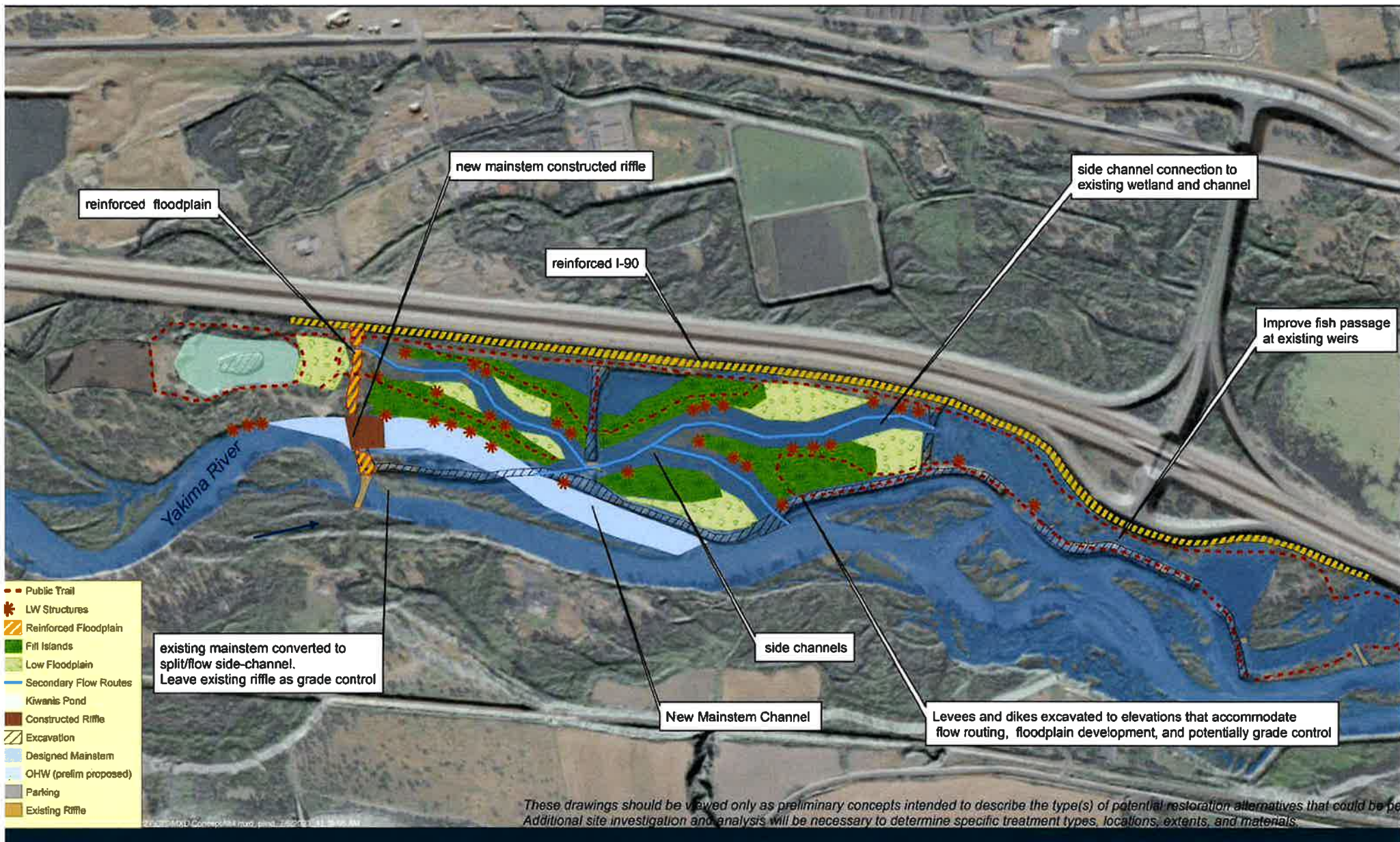
Sewer Outfall Option B – Move Outfall Location to Side Channel – Shorten existing pipe to discharge at side channel. (*Slide 3*)

Sewer Outfall Option C – Reroute outfall pipe to discharge downstream of I-90 Bridge, Could include additional stilling pond and/or Town Ditch. Wetland Treatment Pond; use existing culvert and drainage route, relocate outfall behind I-90 (*Slide 3*)

Update/ Next Steps:

- KCT is continuing to work with the Technical Working Group, Agencies, City Managers, and others to assess the feasibility of Sewer Outfall Option C. Concerns regarding upland disposal, maintaining current operations in compliance with the Waste Discharge Permit, feasibility and costs are arising.
- City's determination of preferred Sewer Outfall location
- KCT will contract the Yakama Nation to perform cultural surveys and consultation.
- KCT will work with contractors and WSDOT acquire necessary permits and perform a geotechnical investigation.
- KCT will work on design and permitting with the goal of 100% designed and permitted project.





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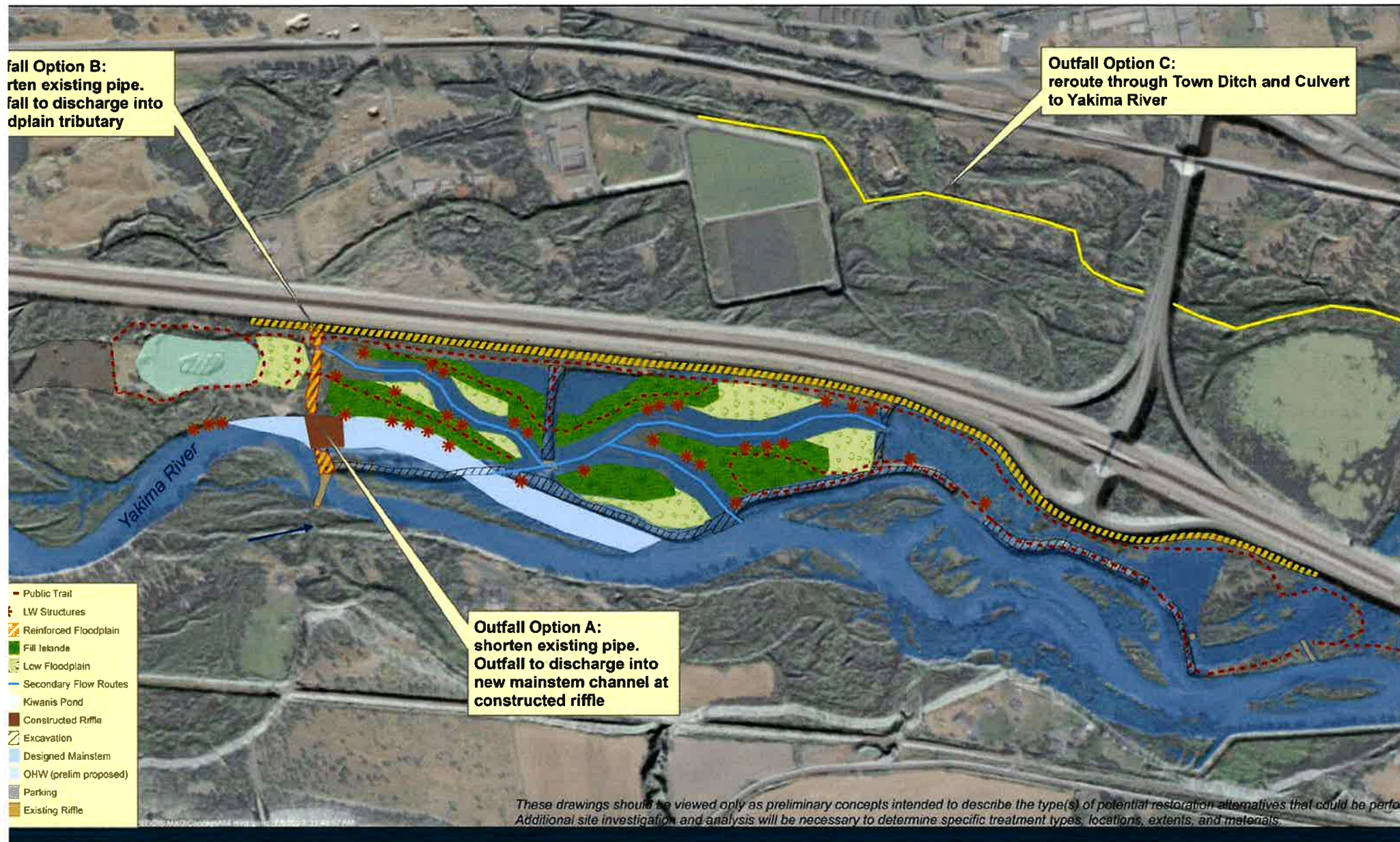
Coordinate System: NAD 1983
State Plane Washington South FIPS 4602
Vertical Datum: NAVD88

Selected Concept Alternative

0 350 700 1,050 1,400 Feet



Hanson P
Cle
Concept



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Selected Concept Alternative: Wastewater Outfall Options

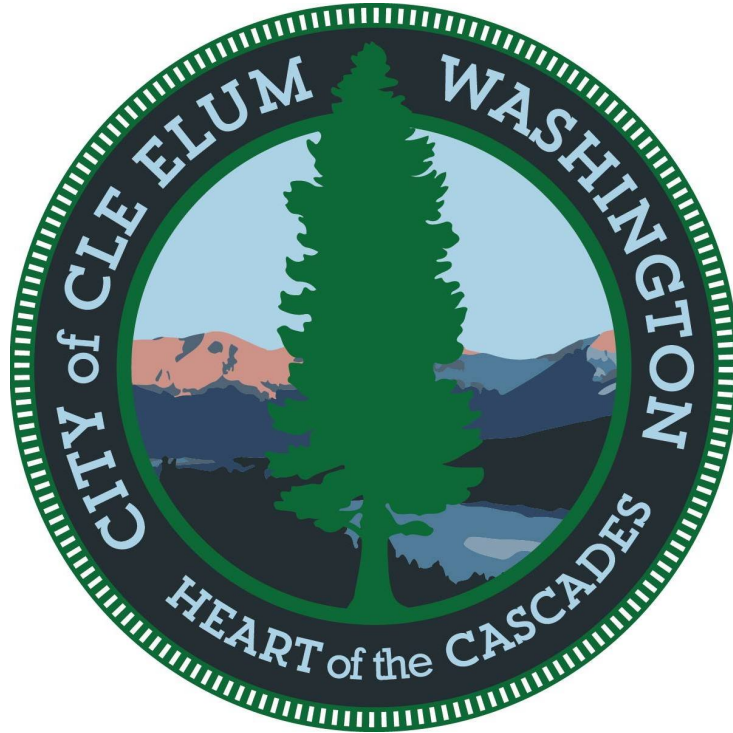
Coordinate System: NAD 1983
State Plane Washington South FIPS 4602
Vertical Datum: NAVD88

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Feet



Hanson Pond
Cle Elum
Concept Alternative

DRAFT 06/16/2023



CITY OF CLE ELUM COUNCIL & COMMISSIONS OPERATING POLICIES & PROCEDURES MANUAL

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Chapter 1

Introduction

Cle Elum was developed as a townsite in 1888, became a town after Washington became a state in 1890, and the town incorporated as a “third class” city on February 12, 1902. As the population grew the City became a “second class” city with a mayor/council form of government. This designation was the governance for the City until a July 2010 action of the Council voted to declare Cle Elum as a “non-charter code city” to be governed by the provisions of [Title 35A](#) Revised Code of Washington. [RCW 35A.11.020](#) states that “the legislative body of each code city shall have all powers possible for a city to have under the constitution of this state not specifically denied to code cities by law”. Cle Elum’s legislative body is the City Council.

The government of any non-charter code city or charter code city electing to adopt the mayor-council plan of government authorized by this chapter shall be vested in an elected mayor and an elected council. Cle Elum operates with a Mayor-Council form of government. There is an elected Mayor and seven (7) elected councilmembers. A Mayor Pro-Tem is selected from the council by the Council to preside in the absence of the Mayor. The Mayor heads the administration of the City and presides over the City Council meetings.

This handbook has been developed to be a resource to provide assistance to and expectations of city officials, staff, and volunteer committees and commissions, but is available to the public as well. The protocols provided in this handbook shall be followed by staff, council, Mayor, and all advisory committees and commissions of the city.

There are a number of statutory requirements for elected officials, staff, and any advisory committees or commissions. These currently are:

- Open Public Meetings Act (OPMA) as required by [RCW 42.30.205](#)
<https://wacities.org/data-resources/open-public-meetings-act-elearning>
- Public Records Act (PRA)
<https://wacities.org/data-resources/public-records-act-elearning>
- There are also additional information sites that are provided to council, staff and committees:
 - [AWC Mayor & Councilmember Handbook](#)
 - City of Cle Elum Employee Handbook
 - Robert's Rules of Order Newly Revised In Brief, Third Edition

With the City of Cle Elum, as a Mayor-Council organization, policy and administration are separated. The Mayor is sometimes referred to as a “Strong Mayor” and has significant authority

with all administrative authority and veto power. The legislative and policymaking powers are invested in the City Council.

This document is designed to provide direction and clarity in legislative and procedures of the City. It will be distributed to every council member, all department heads, and the Mayor. It will also be provided to all appointed committees and commissions of the city.

This document is subject to review and amendment as needed but should also have a periodic formal update as conditions require.

This document is to be available to any member of the public and listed on the city website.

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Chapter 2

Powers and Responsibilities of Council

State law (RCW 35A.11.020) includes language that “the legislative body of each code city shall have all powers possible for a city or town to have under the constitution of this state and not specifically denied to code cities by law.” The City Council is Cle Elum’s legislative body.

The City of Cle Elum operates with a Mayor-Council form of government. The basic structure and organization are set out in RCW 35A.12. The Council’s principal job is making policy. The elected Mayor is the chief executive officer and head of the administrative branch implementing policy. The Mayor is the presiding officer at Council meetings.

2.01 City Council Elections

Cle Elum voters elect Councilmembers to four-year terms and from a citywide basis, and not from districts. The seven positions are non-partisan and terms are staggered. Cle Elum City Council elections are a part of the Kittitas County Primary (if required) and General Elections held in August and November, respectively, of odd-numbered years.

Kittitas County Elections administers elections in partnership with Cle Elum staff. To become a candidate, citizens must complete and file a Declaration of Candidacy at Kittitas County Elections. Candidate filing opens the Monday two weeks prior to Memorial Day and ends the following Friday. Filing fees or filing fee petitions must accompany the declaration at the time of filing. The filing fee is based on the position salary in effect at the time of filing. View information provided by Kittitas County Elections for full details on election procedures.

2.02 Council Compensation

Cle Elum Municipal Code (CEMC) 2.02.020 establishes salaries for the Council. Each Councilmember receives a salary of \$250 per month, paid once per month. A seated City Council may not increase or decrease its own compensation. Councils may only adopt an ordinance to adjust the compensation of incoming City Council (State Constitutional Article 2, Section 25 and Article 30, Section 1). Alternatively, the council can appoint a salary commission made up of residents that can make mid-cycle increases effective immediately.

2.03 Financial Disclosure

Cle Elum has less than 2000 registered voters so elected officials and candidates are not required to file an F-1 disclosure form unless a candidate as opted for “full reporting” to the Public Disclosure Commission.

2.04 Oath of Office

The qualifications for filling the role of councilperson are at least 18 years of age, reside in the City of Cle Elum for 1 year prior to filing, and be a registered voter. The Kittitas County Auditor provides checks for eligibility.

Following certification of election results and no later than the first regular City Council meeting following an election year, City Councilmembers shall take an oath prior to performing the duties of their office. The City Clerk or other official as determined by the Mayor shall administer the oath of office. The City Clerk shall file the signed oaths of elected officials with the Kittitas County Recorder's Office. The oath shall be in the following form:

I, _____, do affirm that I am a citizen of the United States of America and the State of Washington; that I am legally qualified to assume the office of Council Position, City of Cle Elum; that I will support the Constitution and laws of the United States and the State of Washington; and that I will faithfully, diligently and impartially perform the duties of this office, as such duties are prescribed by law, to the best of my judgment, skill and ability.

2.05 Council Orientation

Councilmembers who are new to the position shall become acquainted with the City's operation through a formal orientation session or individual meetings with the Mayor and department heads. The City Clerk shall provide Councilmembers with this manual, a list of other key documents to review, and other resources. Councilmember orientation shall include a tour of the City's physical facilities. Facility tours are planned for all new councilmembers as a group at the beginning of their term of office.

2.06 Council Training

Elected and appointed officials are required to complete training in Open Public Meetings and Public Records within 90 days of assuming duties. Refresher training is required every four years (RCW 42.30 and 42.56). Councilmembers may complete the training online or in-person and must provide proof of completion to the City Clerk. Ongoing training in areas such as finance, emergency preparedness and meeting conduct assists in providing exceptional service to residents. Councilmembers are responsible for continuous professional development in their vital role and the city will strive to provide information about opportunities. The City shall pay expenses for Council training and travel according to financial and personnel policies, and as budgeted.

Reference materials are provided in chapter 10 of this manual. Councilmembers may request staff provide training sessions as needed. A number of federal and state agencies and non-government organizations provide training programs and resources. All Councilmembers are strongly encouraged to pursue Certificates of Municipal Leadership awarded by the Association of Washington Cities.

2.07 Council Meetings

Councilmembers primarily accomplish their work during open public meetings regularly held the second and fourth Mondays of the month starting at 6:00 p.m. at Cle Elum City Hall, 119 W First St, Cle Elum, Washington, 98922. Study sessions, retreats, town hall meetings, and other special meetings are held as needed. More detail concerning meetings and meeting procedures is found in chapter eight of this manual.

2.08 The Role of Councilmembers

Councilmembers take final action by at least a majority vote, so the Council acts as a body and speaks with one voice. No member has any extraordinary powers beyond those of other members. While individual members may disagree with majority decisions, those decisions bind the Council to a course of action.

Members of the Cle Elum City Council are collectively responsible for establishing policy, adopting a budget, holding public hearings (as required), and providing vision and goals to the Mayor. The following outline is a brief description of the various duties of Councilmembers. The description is not intended to be comprehensive, but rather is an effort to summarize the primary responsibilities.

Summary of Council Duties and Responsibilities as Provided in, but not Limited to, the Washington Administrative Code and Revised Code of Washington:

1. Establish Policy
 - a. Adopt goals and objectives
 - b. Establish priorities for public services
 - c. Approve/amend the operating and capital budgets
 - d. Approve contracts consistent with adopted policy
 - e. Adopt resolutions
2. Enact Local Laws
 - a. Adopt ordinances
3. Advisory Boards and Commissions
 - a. Establish advisory boards and commissions
 - b. Ratify appointments to advisory bodies
 - c. Provide direction to advisory bodies
4. Provide Public Leadership
 - a. Relate wishes of constituents to promote representative governance
 - b. Mediate conflicting interests while building a consensus
 - c. Call special elections as necessary
 - d. Communicate the City's vision and goals to constituents

- e. Represent the City's interests at regional, county, state, and federal levels

5. Decision Making

- a. Study problems
- b. Review alternatives
- c. Determine best course of public policy
- d. Take timely action

2.09 Role of Mayor and Mayor Pro-Tem

The mayor shall be the chief executive and administrative officer of the city, in charge of all departments and employees, with authority to designate assistants and department heads. The mayor may appoint and remove a chief administrative officer or assistant administrative officer. The mayor shall see that all laws and ordinances are faithfully enforced, and that law and order is maintained in the city and shall have general supervision of the administration of city government and all city interests.

The presiding officer at all meetings shall be the Mayor and in the absence of the Mayor, the Mayor Pro-Tem shall act in that capacity. If both the Mayor and the Mayor Pro Tem are absent, Councilmembers present shall elect one of their members to serve as presiding officer until the return of the Mayor or Mayor Pro-Tem.

The presiding officer will:

- A. Preserve order and decorum in the Council Chambers;
- B. Observe and enforce all policies and procedures adopted by Council;
- C. Appoint Councilmembers to serve on ad-hoc committees, if necessary; and
- D. Recognize Councilmembers requesting the floor.

It is the policy of the Cle Elum City Council to encourage its members to:

- 1. Speak one time to an issue taking care not to reiterate previous comments or arguments;
- 2. Rebut opposing arguments only once;
- 3. Speak only twice on the same subject without permission of the presiding officer;
- 4. Wait for presentations to conclude before offering comments and asking questions; and
- 5. Speak to the merits of an issue and avoid references to personalities.

When a Councilmember serves as presiding officer, the Councilmember shall have only those rights and shall be governed in all matters and issues by the same rules and restrictions as other Councilmembers

2.10 Vacancies

A Council position becomes vacant if the person elected or appointed fails to qualify, enter office at the time fixed by law without a justifiable reason, fails to attend three consecutive regular Council meetings without excusal, ceases to be a legally registered Cle Elum voter, resigns, or any other causes of vacancy listed in RCW 42.12.010. If a Councilmember position is vacant, the Council shall appoint a qualified person to serve in the position using the procedure found in chapter eight of this manual. An appointed Councilmember shall serve until the next municipal election as provided in RCW 42.12.070(6).

Councilmembers will elect a new Mayor Pro-Tem at the next regular meeting if a permanent vacancy occurs in this position.

2.11 City Council Relation with Staff

The distinction between policy formulation and implementation may not always be clear, requiring communication between Council and Mayor. The City Council establishes departments, employee roles, the number of employees, and employee salaries and other compensation. The Mayor is responsible for hiring employees, supervising them, and addressing personnel matters, or delegating that responsibility.

Councilmembers must avoid intrusion into those areas that are the responsibility of staff. Staff is directed to reject any attempts of individual Councilmembers to direct work or influence recommendations. When administrative policy or performance complaints are made directly to individual Councilmembers, the Councilmember should refer the matter to the Mayor or City Administrator for review and potential action, rather than taking up the issue with an employee. Councilmembers are encouraged to interact with city staff to promote the free exchange of information.

A. Access to Information

A variety of methods are used to share information with the Council. Study sessions are held to provide detailed presentations. Retreats serve to focus on topics and enhance information exchange. The City Clerk is the primary information liaison between Council and staff. He or she provides status reports, executive summaries and other documents on a regular basis. The City Administrator's open-door policy allows individual Councilmembers to meet with him or her on a one-on-one basis. Councilmember contact with staff for the purpose of inquiries, including the City Administrator, shall be during regular business hours, except in the case of an emergency. Inquiries should be directed to the City Administrator, City Clerk, City Attorney (only in rare cases), or Department Heads only.

Citizens may contact department heads at any time. Department heads are accountable for advising the Mayor or Administrator for direction if policy is needed or clarification of a question is required.

- B. **Significant Requests:** significant - “sufficiently great or important to be worthy of attention.”

No Councilmember shall request or direct the City Administrator or Department Heads to initiate any action or prepare any report that is significant in nature, or initiate any significant project or study without consent of the Mayor. The Mayor or their designee shall determine whether or not a matter is significant.

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Chapter 3

Other Officials and Adjudicators

3.01 City Clerk

The City Clerk administers state and local procedures involved in the legislative process and directly assists the Council and Mayor in meeting legal responsibilities. He or she is the liaison to Kittitas County Elections, conducts City Council elections and the appointment process for Council vacancies, verifies legal notices have been posted or published and completes the necessary arrangements for effective meetings. The City Clerk records Council decisions in meeting minutes and oversees the preservation and protection of ordinances, the municipal code, and other public record. The powers and duties of the City Clerk are defined by state law, RCW 35.23.121.

A. Summary of City Clerk Powers and Duties as Provided in, but not Limited to, the Revised Code of Washington

1. Keeping a full and true record of every act and proceeding of the Council;
2. Recording and certification of all ordinances and authenticating resolutions;
3. Acknowledging instruments and attesting to signatures;
4. Recordkeeping and providing records to the public;
5. Producing reports required by the State Auditor;
6. Custodian of the City seal;
7. Publishing notices; and
8. Other duties as the Council may determine by ordinance or resolution.

3.02 City Attorney

State law, RCW 35A.12.020, requires appointment of a City Attorney or for the City to contract for legal counsel. According to RCW 35.23.111, the City Attorney advises officials in all legal matters pertaining to City business and approves ordinances as to form. He or she represents the City in all actions brought by or against the City or its officials, and performs any other duties the Council by ordinance directs.

A. Summary of General Legal Responsibilities of the City Attorney

1. Provides legal assistance necessary for the formulation and implementation of legislative policies and projects;
2. Represents the City's interest, as determined by the City Council, in litigation, administrative hearings, negotiations and similar proceedings;
3. Preparing or approving the form of ordinances, resolutions, contracts and other legal documents to best reflect and implement the purposes and intentions of the City Council; and

4. Keeping the City Council and staff apprised of court rulings and legislation affecting the legal interest of the City.

Normally the City Attorney advises all City officials and the City Council should not hire separate outside counsel. Other attorneys may be hired to handle specific cases because of the nature of the case or because the City's attorney has a conflict or other reason he or she cannot be involved. Access to the City Attorney should be made through the Mayor or their designee.

3.03 Department Directors

The City Council establishes City departments, or principal administrative branches of Cle Elum's government, through budget adoption, and in consultation with the Mayor. Department Directors report to the Mayor and he or she, or their designee, supervises employees and contractors working in each specialized functional area. Directors interpret and apply Council policies and provide recommendations to the Mayor and Council on nearly all aspects of governance.

3.04 Chief of Police

State law, RCW 35A.12.020, requires appointment of a chief law enforcement officer. The Cle Elum Chief of Police functions as a Cle Elum Department Director and serves at the pleasure of the Mayor. The Police Chief manages personnel regularly assigned to the City.

3.05 Municipal Court Judge

The Municipal Court of the City of Cle Elum is created in Cle Elum Municipal Code 2.60. Cle Elum's Municipal Court Judge serves four-year terms. The Mayor with Council confirmation is to appoint the judge on or before December 1 of the next preceding year in which the judicial term commences. Before performing the duties of the office, the judge shall take an oath to be filed with the Cle Elum City Clerk and Kittitas County Auditor's Office. Cle Elum's court is provided through an interlocal agreement with the Upper Kittitas County District Court.

3.06 City Prosecutor

The City contracts for prosecution legal services, which includes all services for the prosecution of persons charged by the City with a crime or infraction, including pre-charging decisions, sentencing, post-sentencing phase and any appeals of such actions. The prosecutor is an independent contractor.

3.07 City Fire Chief

The Cle Elum Fire Chief functions as a Cle Elum Department Director and serves at the pleasure of the Mayor. The Fire Chief manages paid and volunteer personnel within the department.

Chapter 4

Council Committees and Advisory Boards

The City Council forms Council subgroups, groups or committees of appointed officials and citizen groups to study certain issues and solutions and accomplish specific tasks. Group members provide professional expertise, qualified viewpoints, and additional representation from the community at large. Groups may be “standing” which means essentially permanent, or “ad hoc” meaning temporary. Standing committees and commissions regularly provide reports and recommendations to the full City Council, and ad hoc committees generally cease in existence after completing final reports and assigned tasks. Groups function within authority established by the City Council.

Cle Elum Council or staff participation in groups of representatives from other agencies provides beneficial regional perspective and connection. Cle Elum representatives to these outside groups regularly provide Council reports to assist in decision-making or to communicate Cle Elum Council perspectives to the region. Participation facilitates adequate consideration of complex matters affecting a large number and broad variety of people.

4.01 Council and Regional Committees

This manual establishes standing Council committees, and the Council may create ad hoc Council committees by motion. The Mayor annually appoints Councilmembers to Council and regional committees. The Mayor shall take into account any stated interest and expertise of Councilmembers when making appointments. Appointments shall be made no later than the first regular Council meeting in February. Council standing committees should be reviewed and membership should be reconsidered on a biennial basis, at minimum.

Each Council committee consists of not more than three Councilmembers, ~~and~~ any staff, or residents local to Kittitas County necessary for efficient functioning. A quorum of the Council, or four members, shall not attend committee meetings. Within 30 days of appointment to committees, members shall meet and elect a chair and secretary. Standing committees may recommend to the Mayor a need for ad-hoc advisory groups for a particular task. The committee chair or two committee members may call other meetings as needed. The committee chair shall routinely report to the City Council. The committee secretary shall provide written minutes to the City Clerk. In the interest of transparency, committees are encouraged to make their meetings available to the public through livestreaming or in-person attendance.

A. Council Finance Committee

Meetings of the Council Finance Committee must be noticed according to the provisions of the Open Public Meetings Act or OPMA, RCW 42.30, because the committee exercises decision-making power. More on the OPMA is found in chapter eight of this manual.

This committee makes recommendations relating to financial and investment policies,

long- term financial planning and budgeting. Committee members routinely approve contracts of monetary thresholds established within financial policies. Councilmembers on the committee will review City claims payments. Members attend Washington State Auditor exit interviews.

The committee will also perform other tasks related to financial management as directed by the Council.

B. Council Budget Committee

This committee drafts the annual city budget and tracks it through the budget cycle. The committee will review all payment vouchers. Prior to the drafting process, the Mayor shall schedule a study session to have a budget priorities discussion. During the drafting process, the committee shall update the council at each regular council meeting of the progress and solicit feedback.

C. Employee Relations and Benefits Committee

Committee members make recommendations on staff salaries and benefits and Council salaries. The committee every three years shall review a comparison of the salaries and benefits of Cle Elum staff positions with those of comparable positions in a group of similar cities selected by the City Council. This committee may also review proposals made during the course of collective bargaining or professional negotiations.

D. Representation to Regional Groups

The Mayor with Council confirmation appoints Councilmembers and alternates to these groups, including but not limited to: Kittitas County Council of Governments, Coal Mines Trail Commission, and KITCOMM 911. Councilmembers participating in regional meetings will represent the consensus of the Council. Personal positions, when given, will be identified as such. Assignment and direction of staff in relation to regional meetings are at the discretion of the Mayor or City Administrator.

Three consecutive unexcused absences of any member of a regional committee shall be cause for removal from the committee. In the case of such removal, the alternate shall be automatically appointed.

4.02 Advisory Commissions

The Council establishes its standing advisory commissions in the Cle Elum Municipal Code. Currently the City has two advisory boards, the Planning Commission and Historic Preservation Commission. The Planning Commission has five members and an alternate and makes recommendations to the Council on matters related to development and land use. The Historic Preservation Commission has five members who serve three-year terms and is charged with the

preservation and protection of Cle Elum's historic, architectural, and archaeological resources. One of the most important purposes of the commissions is to provide an additional avenue for public representation and participation. For this reason, the Council gives consideration toward maintaining an equitable balance of community representation and a broad mix of occupational backgrounds on the commissions.

Commission members are selected without respect to political affiliation and serve without compensation. The Mayor with Council approval appoints Commissioners to serve four-year terms. A selection process shall be used for all new appointments. An open selection process may be used but is not required for re-appointment of incumbents. The City Clerk will conduct the selection process by publicly announcing the position vacancy and application period, providing application forms and accepting completed applications, letters of interest and resumes. The Mayor shall review applications and select candidates for interviews, and the City Clerk shall schedule interviews. The Mayor, a Councilmember or staff member the Mayor selects, and the chair of the commission experiencing a vacancy will conduct interviews. The Mayor and interview team will evaluate applicants on an objective basis.

Commissioners may be removed by a majority vote of all members of the City Council. In these instances, the decision of the Council is final.

4.03 Chair and Vice Chair of Commissions

Commissions are to elect a Chair and Vice Chair using the same procedure as that of Mayor Pro-Tem, found in chapter eight. The Chair serves as the presiding officer at meetings, may participate in proceedings in the same manner as any other member and is expected to vote, unless a conflict of interest exists. The Chair can second motions at any time. If the Chair would like to make a motion, the Vice Chair if available or other Commissioner must temporarily assume the duties of the Chair and preside over the meeting. The role of the Vice Chair is to preside at meetings in the absence of the Chair.

The chairperson is responsible for Commission compliance with the municipal code and rules of procedure. Staff members are to assist the advisory body chair to ensure appropriate compliance with state and local laws and regulations and meeting procedures.

4.04 Commissioner Training

Commissioners are required to complete training in Open Public Meetings and Public Records within 90 days of assuming duties. Refresher training is required every four years (RCW 42.30 and 42.56). Commissioners may complete the training online or in-person and must provide proof of completion to the City Clerk. City staff shall provide Commission orientation sessions. City staff or contractors, or staff from other agencies and groups shall provide other training. Commissioners are encouraged to seek continuing education opportunities and the City shall pay expenses for Commission training and travel in accordance with financial and personnel policies, and as budgeted.

4.05 Council and Advisory Board Communication

Unless specifically authorized by the Council, no Councilmember shall state or testify to the policy or position of the Council before any advisory board. Advisory bodies wishing to communicate recommendations to the City Council shall do so through adopted Council agenda procedures as stated in chapter eight of this manual. When an advisory body wishes to correspond with an outside agency, the correspondence shall be approved by the City Council.

A. Commission Work Plans

The Council communicates its priorities primarily through commission work plans. Commissions will annually recommend work plans to the Council, and the Council by resolution will approve final work plans for advisory commissions. The Council may amend work plans at any time due to unforeseen needs.

B. Reports to the City Council

Ongoing communication occurs by the attendance of an advisory board representative at Council meetings on a monthly basis. Written reports may also be submitted.

C. Council Liaison to Commissions

On an annual basis, the Council may elect to appoint a Council liaison to standing commissions. The purpose of the liaison is to communicate information about Council proceedings, decisions and priorities, and to answer questions concerning these topics. Council liaisons are not commission members and shall speak only when the Commission Chair requests information or during a designated period.

D. Quasi-Judicial Matters

Councilmembers shall not testify in quasi-judicial matters pending before any advisory board or commission that will receive, or could potentially receive, future appeal or review before the City Council. Violation of this protocol may require the Councilmember to recuse himself or herself from participating in City Council proceedings concerning these matters.

4.06 Staff Relationship to Advisory Commissions

The Mayor appoints staff liaisons to support the work of the Planning and Historic Preservation commissions and, as authorized, contracts with consultants for Commission technical needs. While staff works closely with advisory bodies staff members remain accountable to their immediate supervisors, and Commissioners do not have supervisory authority. Commissioners are responsible for the functions of the advisory body only.

Staff support includes: (1) preparation of a summary agenda after approval by the chairperson; (2) preparation of reports providing a brief background of the issues, a list of alternatives, recommendations, and appropriate backup materials, if necessary; and (3) preparation of minutes

of advisory body meetings. Advisory body members should have sufficient information to reach decisions based upon a clear explanation of the issues.

4.07 Planning Commission

The Planning Commission provides advice and makes recommendations on the Comprehensive Plan, zoning and development codes, and performs other duties as the Council assigns. Commissioners accomplish their work during open public meetings. Working subgroups of three Commissioners may meet to accomplish specific tasks and report to the full Commission. Planning Commissioners regularly meet the first and third Tuesdays of every month at 6 p.m. at Cle Elum City Hall. Special meetings may be called in the same manner as special Council meetings. More information on meeting procedures is found in chapter eight of this manual.

4.08 Historic Preservation Commission

The Historic Preservation Commission identifies and actively encourages the conservation of the city's historic resources by initiating and maintaining a register of historic places and reviewing proposed changes to register properties; to raise community awareness of the city's history and historic resources; and to serve as the city's primary resource in matters of history, historic planning, and preservation. More information about the commission can be found in CEMC 15.22.40.

4.09 Civil Service Commission

The Civil Service Commission is authorized by RCW 41.12. Civil service state laws help assure that city law enforcement officers are recruited through open competition, hired and promoted on the basis of merit, and are demoted, suspended, removed from office, or discharged only for cause. Commissioners are appointed by the Mayor and serve six-year terms.

Chapter 5

Equipment and Facility Use

To enhance elected and appointed officials' service to the community and their ability to communicate with staff and the public, the City provides meeting facilities and office equipment and supplies for City business.

5.01 Computers

The City will provide tablet computers on request for officials' use for City business. Officials shall sign an acknowledgement of receipt upon issuance. Information technology staff will ensure that all appropriate software is installed and provide an orientation in the use of computers and related software. While staff will maintain those computer applications related to City affairs, staff cannot provide assistance for personal computer applications. Personal media and programs cannot be stored on City computers.

City-issued computers are subject to audit. There is no right to privacy in the course of using City-issued computers whether for City business or incidental personal use. Virus protection software must not be disabled at any time on City equipment and non-City programs or media found during audits will be removed. Computers are to be returned at the conclusion of a Councilmember's term or when the equipment is no longer needed. Officials shall sign an official statement at the time of return to staff.

5.02 Use of Computers and Information Systems

Refer to City of Cle Elum Technology Acceptable Use Policy.

5.03 City Email Addresses

Members of the Council and all appointed officials will receive City email addresses that must be used for the conduct of City business. Use of private email addresses for City business may subject the private email system or privately owned computers to a public records search. Information technology staff will provide instructions on how to access the email system, training in the use of City email, and may assist officials in setup or in troubleshooting issues.

5.04 Mail and Deliveries

City officials receive a large volume of mail and other materials that are delivered primarily through the use of mailboxes located in City Hall. Officials are encouraged to check mailboxes frequently. In addition, City staff will email or personally deliver materials that are time-sensitive to an official's home or office if appropriate. Correspondence addressed to one official will be copied for all members of the Council or board. At the conclusion of a Councilmember's term, mail will not be forwarded.

5.05 Office Supplies and Copies

City staff shall provide copies of documents and publications to City officials for use in the conduct of City business free of charge using the most expedient means possible. Councilmembers have free and open access to office supplies needed to perform their duties.

5.06 Access to City Hall

City staff will issue electronic key fobs to City Councilmembers for access to City Hall. Councilmembers may enter City Council Chamber and adjoining room for the purposes of picking up meeting packets, mail, or conducting other City business that could not be conducted during normal business hours. Councilmembers must return keyfobs at the conclusion of a Councilmember's term. Staff will deactivate unreturned key fob.

5.07 Meeting Rooms

The City Council and members of advisory boards hold meetings in the City Hall Council Chambers, located at 119 W First St, Cle Elum, Washington, 98922. Officials may reserve conference rooms at City Hall for meeting with constituents and performing tasks related to City business. Officials should contact the front desk receptionist to schedule rooms.

5.08 Use of Resources for Local Ballot Measures

At times, initiatives may be placed on the ballots that affect City Council policy. There are restrictions regarding what actions the City may take on ballot measures. Specifically, state statutes prohibit the City from using its personnel, equipment, materials, buildings, or other resources to influence the outcome of elections except as allowed by state law. The City may distribute informational reports or pamphlets for informing the public of the facts of an issue.

5.09 Safety and Accident Reporting

To minimize risk and assist in maintaining a safe work environment, Councilmembers should promptly report any unsafe or potentially hazardous conditions to the City Administrator. The City will make every effort to remedy problems as quickly as possible.

An accident involving property damage or personal injury, however minor, must be immediately reported to the City Administrator so that staff may make a timely report to the Department of Labor and Industries. Failure to report accidents may result in a violation of legal requirements.

5.10 Americans with Disabilities Act Requirements

The City of Cle Elum strives to provide accessible facilities and meetings for people with disabilities. If any accommodations are required, the City Clerk may be contacted at 509-674-2262, at least three days prior to a meeting.

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Chapter 6

Ethics and Standards of Conduct

In order to best serve the citizens of the City of Cle Elum, elected and appointed officials must act individually and collectively to create a City government that is ethical, responsible, fair, honest, open and accountable to the people. Officials are expected not only to follow federal, state and local regulations, but also to demonstrate the highest standards of personal integrity, honesty and conduct in all activities in order to maintain public trust. Inappropriate actions can result in liability either for the City or the individual official under civil, criminal, and case laws.

This chapter provides an ethical guide and specific rules that reflect the values of the City of Cle Elum. It is designed to promote high standards for conduct, and to foster a healthy ethical culture throughout Cle Elum's government.

6.01 Core Principles

The City Council establishes the following principles for City governance:

1. City Leaders Listen to the Community in a way that represents the community's interests and goals.
2. Mayor, Council, and staff should use their best efforts to collaborate in every endeavor, seeking consensus as far as possible. The Council and the Mayor are most effective when working as a team.
3. City Leaders Lead and Reason Together and Councilmembers should individually, and collectively demonstrate the ability to lead and reason together.
4. The City Exemplifies Professionalism and City leaders exhibit respect for the professionalism and ethical conduct of the Mayor and staff.
5. All City representatives Act in Accordance with Policies stated in this manual.

6.02 Adopted Code of Ethics

State law, RCW 42.23, provides a code of ethics for city officials. According to this resolution, the following ethical principles shall govern the conduct of the City's elected and appointed officials, and employees, who shall per RCW 42.23.010 which states:

Declaration of purpose: It is the purpose and intent of this chapter to revise and make uniform the laws of this state concerning the transaction of business by municipal officers, as defined in

chapter 268, Laws of 1961, in conflict with the proper performance of their duties in the public interest;

and to promote the efficiency of local government by prohibiting certain instances and areas of conflict while at the same time sanctioning, under sufficient controls, certain other instances and areas of conflict wherein the private interest of the municipal officer is deemed to be only remote, to the end that, without sacrificing necessary public responsibility and enforceability in areas of significant and clearly conflicting interests, the selection of municipal officers may be made from a wider group of responsible citizens of the communities which they are called upon to serve.

1. Be dedicated to the concepts of effective and democratic local government.
 - a. Democratic Leadership. Officials and staff shall honor and respect the principles and spirit of representative democracy and set a positive example of good citizenship by scrupulously observing the letter and spirit of laws, rules and regulations.
2. Affirm the dignity and worth of the services rendered by government and maintain a deep sense of social responsibility as a trusted public servant.
3. Be dedicated to the highest ideals of honor and integrity in all public and personal relationships. City leaders value transparency and will endeavor to share with the public to the level that legal obligations allow.
 - a. Public Confidence. Officials and staff shall conduct themselves so as to maintain public confidence in City government and in the performance of the public trust.
 - b. Impression of Influence. Officials and staff shall conduct their official and personal affairs in such a manner as to give the clear impression that they cannot be improperly influenced in the performance of their official duties.
4. Recognize that the chief function of local government at all times is to serve the best interests of all people, businesses and other organizations.
 - a. Public Interest. Officials and staff shall treat their office as a public trust, only using the power and resources of public office to advance public interests, and not to attain personal benefit or pursue any other private interest incompatible with the public good.
5. Keep the community informed on municipal affairs, encourage communication between the citizens and all municipal officers, emphasize friendly and courteous service to the public, and seek to improve the quality and image of public service.

- a. Accountability. Officials and staff shall assure that government is conducted openly, efficiently, equitably and honorably in a manner that permits the citizenry to make informed judgments and hold City officials accountable.
 - b. Respectability. Officials and staff shall safeguard public confidence in the integrity of City government by being honest, fair, caring and respectful and by avoiding conduct creating the appearance of impropriety or which is otherwise unbecoming a public official.
6. Seek no favor; believe that personal benefit or profit secured by confidential information or by misuse of public time is dishonest.
- a. Business Interests. Officials and staff shall disclose and limit any business or contract relationship with the City as provided in State law.
 - b. Private Employment. Officials and staff shall not engage in, solicit, negotiate for, or promise to accept private employment or render services for private interests or conduct a private business when such employment, service or business creates a conflict with or impairs the proper discharge of their official duties.
 - c. Confidential Information. Officials and staff shall not disclose to others, or use to further their personal interest, confidential information acquired by them in the course of their official duties.
 - d. Gifts. Officials and employees shall not directly or indirectly solicit any gift or accept or receive any gift whether it be money, services, loan, travel, entertainment, hospitality, promise, or any other form under the following circumstances:
 - i. It could be reasonably inferred or expected that the gift was intended to influence the performance of official duties; or
 - ii. The gift was intended to serve as a reward for any official action on the official's or employee's part.
 - e. Investments in Conflict with Official Duties. Officials and employees shall not invest or hold any investment, directly or indirectly, in any financial business, commercial or other private transaction that creates a conflict with their official duties.
 - f. Personal Relationships. Personal relationships shall be disclosed in any instance where there could be the appearance of a conflict of interest.
 - g. Family Relationships. Officials and staff shall not favor, patron or supervise any person or persons who are deemed family, to wit a spouse, domestic partner, child,

stepchild, grandchild, sibling, half-sibling, parent, stepparent, grandparent, aunt, uncle, or any person listed hereinbefore of the spouse or domestic partner.

- h. Business Relationships. Officials and staff shall not use staff time, equipment or facilities for marketing or soliciting for private business activities.
 - i. City Funds and Property. Officials and staff shall use City funds and City property solely for the official purpose or purposes intended, without extension to any other person or entity for any purpose outside the intended use of the funds or property.
 - j. Reference Checking. Reference checking and responding to agency requests are a normal function of municipal business and is not prohibited if it does not adversely affect the operation of the City.
7. Conduct business of the City in a manner which is not only fair in fact, but also in appearance.
- a. Personal Relationships. In quasi-judicial proceedings elected officials shall abide by the directives of RCW 42.36 which requires full disclosure of contacts by proponents and opponents of land use projects which are before the City Council. Boards and Commissions are also subject to these fairness rules when they conduct quasi-judicial hearings.
8. Not knowingly violate any Washington statutes, City ordinance or regulation in the course of performing their duties.
9. For one year after end of term or end of employment respectively, officials and staff may not represent any private person as an advocate on a matter in which they were involved, compete for a City contract when they were involved in determining the scope of work or the selection process, or hold or acquire a financial interest in any contract or contracts having a total value of more than \$5,000 made by, through or under their supervision.

6.03 Breach of Ethics

Failure to report a known breach of ethics will be considered in and of itself a separate and serious breach of the ethics code. No retaliatory action, implied, threatened or actual, shall be taken against any person by officials or staff for having raised privately or publicly any concern or question that is neither spurious nor malicious regarding an actual or apparent breach of ethics.

Once aware of committing a breach of ethics as set forth in the ethics code or as commonly accepted by government entities:

1. An elected official shall notify the Council no later than at the start of the next Council meeting, regularly scheduled or otherwise;

2. The Mayor shall immediately notify the Council of the breach; and
3. Staff shall immediately notify the Mayor or immediate supervisor, and the Mayor shall notify the Council of the breach.

6.04 Conflicts of Interest and Appearance of Fairness

The conflict of interest law (RCW 42.23) is one of the most complicated laws on the books, derived from the state constitution, state statutes and case law. The general rule from which the law derives is that a municipal officer shall not use the position to secure special privileges or exemptions for himself, herself or others. The rule applies to real and perceived conflicts of interest and include a prohibition against elected officials voting on matters in which they stand to benefit financially. Washington's appearance of fairness doctrine (RCW 42.36) applies to quasi-judicial actions before the City Council pursuant to RCW 42.36.010. According to this doctrine, the appearance of fairness is as important as substance.

It is imperative that Councilmembers identify in advance what their conflicts or appearance of fairness considerations are. Councilmembers must declare a conflict of interest, and refrain from participation or involvement in discussions on issues or contracts where such an interest exists.

See chapter eight of this manual for meeting procedures relating to disclosure of conflicts of interest or appearance of fairness considerations, challenges for cause, and Councilmember participation and voting on matters when conflicts of interest or appearance of fairness considerations exist.

The following information is provided as guidance concerning conflict of interest. Due to the complex nature of this law, officials are encouraged to consult with the City Attorney or a private attorney concerning compliance.

A. Applicability

All elected and appointed officials are subject to the conflict of interest law in RCW 42.23.

B. Remote Interests

Remote Interests are so minor that they do not constitute illegal conflicts of interest. A remote interest exists when a City official is:

- a. A non-salaried officer or member of a nonprofit doing business or requesting money from the City. Therefore, being such an officer or member would not constitute a conflict of interest.

- b. The landlord or tenant of a contracting party. For instance, a Councilmember may lease office space to a party that has a private interest in a public matter without it resulting in a conflict of interest.
- c. The owner of less than 1 percent of the shares of a corporation or a cooperative doing business with the City.
- d. Being reimbursed only for actual and necessary expenses incurred in the performance of official duties.

C. Acts not Constituting a Conflict of Interest

- a. Receiving municipal services on the same terms and conditions as if not a City official. Thus, when a Councilmember who owns a business within the City votes for or against an increase in the business license fees, a conflict would not exist because this action would apply to all businesses in the corporate limits.
- b. An officer or employee of another political subdivision or public agency unless it is the same governmental entity being served who is voting on a contract or decision which would not confer a direct economic benefit or detriment upon the officer. Therefore, a Councilmember who is a schoolteacher may vote to enter into an intergovernmental agreement with the school district, unless such agreement would confer some direct economic benefit, such as a salary increase, upon the Councilmember.
- c. A member of a trade, business, occupation, profession, or class of persons and has no greater interest than the other members of that trade, business, occupation, or class of persons. A class must consist of at least ten members to qualify the interest as remote.

D. Declaration of a Conflict

When a substantial interest exists, the City official must:

- a. Refrain from voting or in any way influencing a decision of the City Council; and
- b. Declare that a conflict of interest exists and make it known in the official records of the City.

Under the Appearance of Fairness Doctrine, in the event of a challenge to a member or members of the Council which would cause a lack of a quorum or would result in a failure to obtain a majority vote as required by law, any such challenged member(s) shall be permitted to fully participate in the proceeding and vote as though the challenge had not

occurred, if the member(s) of the Council publicly disclose the basis for disqualification prior to rendering a decision (RCW 42.56.090).

E. City Attorney Opinions

A Councilmember's request for an opinion from the City Attorney concerning conflict of interest is generally confidential. Councilmembers may seek advice from a private attorney, at their own expense, concerning potential conflicts.

F. Filing of Disclosures

The City Clerk shall maintain a file for all disclosures and legal opinions of conflicts of interest.

6.05 Confidentiality

Councilmembers shall keep confidential all written materials and verbal information provided to them when the information is considered confidential under the doctrine of attorney- client privilege. Disclosure of confidential information learned by reason of a municipal officer's position, or use of such information for personal benefit, is prohibited by RCW 42.23.070(4). Any Councilmember who has discussed confidential information with another party shall immediately notify the Mayor, City Attorney, or City Council. State law provides for monetary penalties and possible forfeiture of office for violations.

6.06 Public Meetings/Quorum

Washington's Open Public Meetings Act or OPMA (RCW 42.30.030), establishes restrictions on how public officials can talk about City business both inside and outside City Hall. No more than three Councilmembers or Commissioners can have a conversation about City business without public notice. This means four Councilmembers (a quorum) discussing City business face to face in any location, or via telephone, text messaging, email or social media is not permitted without public notice. Serial meetings whereby a meeting of four officials occurs one person at a time also is an OPMA violation.

OPMA requirements do not apply to meetings of committees that do not have decision- making powers, unless four Councilmembers or Commissioners are present. Passive receipt of emails sent to more than three elected or appointed officials for the purpose of sharing information, without back and forth dialogue, do not violate the OPMA. Social gatherings without discussion of City business are also excluded. Quasi-judicial proceedings and executive sessions, detailed in chapter eight, are not subject to the OPMA.

There are several potential consequences for violating the procedural requirements of the OPMA. Most importantly, actions taken in meetings that violate the Act are null and void, including the approval of ordinances and resolutions. In addition, knowing attendance at an improperly held

meeting is punishable by a civil fine of \$500. The party that prevails in an action for violation of the Act may recover reasonable expenses and attorneys' fees under certain circumstances.

6.07 Anti-Harassment and Discrimination

See the City of Cle Elum Employee Handbook.

6.08 Liability

The City must always approach its responsibilities in a manner that intends to reduce risk to all involved. Nevertheless, with such a wide variety of high-profile services (i.e., police, parks, roads, land use), risk cannot be eliminated altogether. To better manage insurance and risk, the City participates in risk- and loss-control activities in coordination with Washington Cities Insurance Authority.

It is important to note that violations of certain laws and regulations by individual members of the City Council may result in the member being personally liable for damages which would not be covered by the City's insurance. Examples may include discrimination, harassment, or fraud. Elected and appointed officials will participate in risk management training to reduce liability due to actions taken, especially in the areas of land use.

Chapter 7 **Communications and Engagement**

In order to assess community opinions and needs, and to share the vision and goals of the City with constituents, the Council must communicate with the public. Because the City Council performs as a body, individual Councilmembers should observe general guidelines when speaking for the full Council. When members are expressing personal views, the public should be so advised.

Councilmembers can communicate using a wide range of formats, some of which are electronic and instantaneous. Any non-verbal communication concerning City business is a public record subject to RCW 42.56, the Public Records Act. The law applies to electronic messages, files, data, videos and images. Officials should provide full assistance to staff in fulfilling the City's obligation to retain and provide access to public records, regardless of the communication media or equipment used.

City staff will prepare and distribute official City communications. The City Council provides communication priorities to staff through a communications strategy.

7.01 Use of Public Facilities

State statutes prohibit the City from using its personnel, equipment, materials, buildings, or other resources to influence the outcome of elections. Except as provided by law and as re-stated in Chapter 8.03 of this manual, members of the City Council or its advisory boards are prohibited from using public facilities for communications for or against any ballot item including initiatives, candidates for office, or ballot measures. Communications for the purpose of providing unbiased and balanced information concerning the facts of an issue are permitted.

7.02 Citizen Requests for Action

Citizens often will contact Councilmembers directly with complaints or requests for action. In these situations, officials should refer citizens to the City's request for action website or other administrative resource as appropriate for a prompt staff response. Councilmembers should consider citizen comments, complaints, or requests as feedback on policies and service delivery systems.

7.03 Ceremonial Proclamations

As formal public statements with no force of law, proclamations are a way to communicate. The Mayor, with City Council approval, issues proclamations. They may originate with the City Council as a way to recognize individuals, events or issues, or to make position statements. Most often organizations or individuals will request proclamations. The Council will give preference to requests for honoring Cle Elum residents or organizations, or requests increasing public awareness of local events, arts and cultural celebrations. A certificate of recognition or a letter of support can be provided when a proclamation is not issued. The following guidelines apply to requests for proclamations:

1. Requests should be made at least two weeks in advance of the requested Council meeting to guarantee placement on the agenda.
2. Proclamations must be issued prior to recognized events occurring.
3. The Mayor will determine if the proposed proclamation should be recommended for Council approval.
4. The City may modify, edit, or otherwise amend the proposed proclamation to meet its requirements, needs or policy determinations, or deny any proclamation request.
5. If a proclamation is not approved, the City Clerk will notify the requestor.

7.04 Official Correspondence

Members of the City Council will often be called on to write letters to citizens, businesses, or other public agencies. City staff may assist in drafting letters, and City letterhead may be used. Typically, the Mayor will be charged with transmitting the City's position on policy matters to outside

agencies on behalf of the City Council. On occasion, members may wish to correspond on an issue on which the Council has yet to take a position, or about an issue for which the Council has no position. In these circumstances, members should clearly indicate that they are not speaking for the City Council as a whole, but for themselves as one member of Council.

Written letters and memoranda received by the City, addressed to a Councilmember or the Council as a body, will be photocopied and provided to all City Councilmembers, and a copy kept according to the City's records retention schedule. If a citizen sends correspondence concerning a topic that is the subject of a public hearing, the official should forward said e-mail to the City Clerk for inclusion in the hearing's record.

7.05 Email Communications

Councilmembers and appointed commissioners shall receive City email addresses for use in communications concerning City business. All email either sent from or received by a City email address should be retained as a public record. Use of a private email address for City business should not occur as it could subject private email or devices to a public records search. Using a City email for personal business also is not permitted.

1. If a citizen sends an email to a Councilmember concerning a topic that is the subject of a public hearing, the Councilmember will forward said e-mail to cityclerk@cleelum.gov.
2. Staff may review Council email for the purposes of records management or in response to a public records request.
3. As noted in Chapter 6, email discussion among four Councilmembers concerning City business is in violation of the Washington Open Public Meetings Act.
4. Emails should be limited to those who need to have access to the information.
5. Email should be used cautiously when seeking legal advice or in discussing matters of pending litigation or other confidential City business. Confidential email should not be shared with individuals other than the intended recipients, or the attorney-client privilege protecting the document from disclosure may be waived.
6. All written communication, including casual notes, may become part of litigation. Avoid unnecessary adjectives or personal remarks in emails.

7.06 Newsletters

To ensure the accuracy and uniformity of information provided to the public, City staff shall prepare and distribute official City of Cle Elum newsletters and other publications. Councilmember communication to the public should not resemble a City newsletter, and when information is shared, links to City sources of information or other official sources should be provided. Any

opinions expressed should be identified as personal opinions that do not represent the City of Cle Elum or the Cle Elum City Council.

7.07 Text Messages

Text messaging or other messaging features are available on almost all mobile phones and some tablet computers or other devices. When text messages are about City business, they may be considered public records, even if sent or received by private devices. The City is then responsible for retaining, managing, and potentially disclosing these records in response to public records requests. Generally, service providers do not have the responsibility to retain text messages. Officials should limit the use of text messages whenever possible.

1. Retaining Public Record Texts

An official who uses a personal device for City business will be required to search for (or allow the City to search for), produce, transmit, transcribe, or forward text messages to text@cleelum.gov for retention. Officials also are required to cooperate with the City and provide their fullest assistance in fulfilling the City's duties and obligations under the Public Records Act.

Public record texts can be properly retained by:

1. Periodically forwarding text messages to text@cleelum.gov;
2. Sending screen shots of text messages to text@cleelum.gov;
3. Using an application to forward text messages to text@cleelum.gov; or using a backup application to store text messages.

7.08 Social Media Use

Social media provides officials with a convenient tool to communicate, inform and engage residents. The use of social media allows officials to showcase their efforts and can improve public trust. However, social media must be used in accordance with Washington's public records and open public meetings laws. Officials should avoid posting anything regarding City business on personal social media accounts. Personal accounts may become subject to a public records search if policies are not observed.

A. Government Official Accounts

1. An official should notify the City Clerk if he or she plans to create a "Government Official" social media account so that the Clerk can establish records archiving.
2. Government Official accounts should go through the verification processes of social media platforms.

3. The following disclaimer should be included on Government Official social media pages:

“The purpose of this page is to present matters of public interest in Cle Elum, including its many residents, businesses and visitors. We encourage you to submit your questions, comments and concerns, but please note this is a moderated online discussion site and not a public forum. Once posted, the City of Cle Elum reserves the right to delete submissions that contain: (i) vulgar language; (ii) personal attacks of any kind; (iii) offensive comments that target or disparage any ethnic, racial or religious group. Further, the City also reserves the right to delete comments that are: (i) spam or include links to other sites; (ii) clearly off topic; (iii) advocate for illegal activity; (iv) promote particular services, products or political organizations; (v) infringe on copyrights or trademarks; or (vi) use personally identifiable medical information. We recommend you not share any of your medical information on our pages. Please note that the comments expressed on this site do not reflect the opinions or position of the City of Cle Elum government or its officers or employees. If you have any questions concerning the operation of this online moderated discussion site, please contact the City Clerk at cityclerk@cleelum.gov.”

4. Councilmembers regularly participate in activities with constituents including local businesses, and it is acceptable for officials to use social media to publicize these events. Councilmembers should avoid posting the following types of content on their Government Official social media account:
 - i. Content that promotes or appears to promote any for-profit interest, including events in which there is no City participation, products, services or goods.
 - ii. Content that promotes or appears to promote any candidate or political party in any election at any level of government.
 - iii. Content that contains inappropriate or offensive language.
 - iv. Content that promotes, fosters, or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability, or sexual orientation.
 - v. Content that violates any terms of the hosting site.

B. Election Accounts

Officials should take affirmative steps to clearly distinguish the use of social media for election purposes.

1. While using a separate and distinct social media account for re-election purposes, Councilmembers may continue to use their Government Official social media account throughout the election campaign to further their duties as a Councilmember.
2. Once a Councilmember has been elected, election accounts may be kept as-is and used solely for campaign purposes, or they may be converted into a Government Official account. A government official account should not be converted into an election account.

C. Personal Accounts

The following items should be avoided on personal social media accounts:

1. Use of any City email address as a point of contact for registration purposes.
2. Identification of the official as a current member of the City Council or other official body in the handle name or username.
3. Use of the City logo or any other proprietary mark of the City of Cle Elum.
4. Contact information for the official at City Hall or other official contact information except as necessary to redirect residents to official government media.

D. Personal Account Precautions

Officials should implement the following precautions:

1. Post a disclaimer on the personal account that identifies the account purpose and specifies that the opinions expressed are personal opinions.
2. Limit the personal account content to personal use and don't write posts concerning City business.
3. Understand and use privacy settings to manage the account.
4. When officials receive comments regarding City business on their personal page, they should direct the commenter to an official City page.
5. Don't discuss private accounts in public meetings or reference private accounts in documents.

6. Do not use City devices to manage personal accounts.

E. Citizen Comments and Tagging

1. If a citizen posts a comment to a Government Official account about an item related to the day-to-day business of the City, Councilmembers should direct the commenter to the official City page for staff response.
2. When a Government Official page is tagged in a closed group, Councilmembers should either ignore the message or reply with the following message:

"In order to maximize transparency and adhere to public records laws, please direct all questions and comments to my Government social media account [if available] or my email FLast@cleelum.gov."

7.09 Community Engagement Meetings

While the Council provides open public comment periods during Council business meetings, these opportunities are frequently underutilized. Other meeting formats provide a more informal atmosphere for the public to share concerns and ideas with elected representatives. The primary purpose of community engagement meetings is to foster open communication with citizens and to provide information to the public.

A. Town Hall Meetings

The City Council may hold town hall meetings to hear the concerns and opinions of the public. City staff and consultants may use the opportunity to communicate information to residents concerning capital projects, programs, services, special events and key issues.

B. Community Conversations

Citizens may interact informally with City Councilmembers during Community Conversation events. During these events, residents will share their thoughts and ask questions in a relaxed setting. Three Councilmembers are required to attend for an event to be held, and the Councilmembers in attendance will vary. Staff may attend as requested by the City Council.

C. Councilmember Office Hours

Individual City Councilmembers may make themselves available to meet one-on-one with citizens on an as-requested basis.

Chapter 8

City Business Meetings

The City Council and its advisory boards conduct business openly during public meetings. The primary purpose of business meetings is for the representatives of Cle Elum's citizens to take action on their behalf. The public evaluates the performance of its officials to a great extent by what happens at meetings. The following rules are provided to assist in conducting meetings in a way that is fair, efficient and legally compliant. The most current version of Robert's Rules of Order Newly Revised shall be generally followed in the proceedings of the regular meetings of the City of Cle Elum. This manual customizes those procedures and takes precedence in any incidence of conflict with Roberts Rules. All of the rules and guidance in this chapter applies to both the Council and its standing advisory boards, unless explicitly stated otherwise.

8.01 Meeting Types

All meetings attended by a quorum of Cle Elum elected or appointed officers for the purpose of conducting City business shall comply with the requirements of Washington's Open Public Meetings Act, RCW 42.30. A quorum is defined as four members of the City Council, three members of the Planning Commission, Historic Preservation Commission, and/or the Civil Service Commission. Without a quorum, no business can be transacted. The only actions that may be taken are measures to obtain a quorum or motions to fix the time at which to reconvene, to adjourn or to recess.

A. Regular Meetings

Regular meetings are all formal business meetings held according to a regular schedule. All regular meetings shall begin at 6:00 p.m. and be held at Cle Elum City Hall, 119 W 1st St, Cle Elum, WA 98922. Meetings may be conducted in person and/or "hybrid" remotely by interactive platforms, and must comply with.

The City Council meets the second and fourth Mondays of each month. The Planning Commission meets the first and third Tuesdays, and the Historic Preservation Commission meets the last Thursday of the month, or on an as needed basis, and the Civil Service Commission meets only as needed. When a regular meeting coincides with an observed holiday, the body will decide on an alternative date.

A regular meeting can be canceled in advance by a majority vote of the body. Meetings can also be canceled by the Mayor or Commission chairpersons by providing written notice to all Councilmembers and/or Commissioners. The City Clerk will endeavor to notify 24 hours in advance of the regular meeting date.

If no members of the council or commission attend a regular meeting, the City Clerk may adjourn the meeting. He or she must create a written notice of adjournment specifying the

time and place of the rescheduled meeting in the same manner required for a special meeting.

B. Special Meetings

Any meeting of the Council or its advisory boards not held according to a regular schedule is a special meeting. As specified in RCW 42.30.080, the Council or Commission may only take action only those items listed on the agenda distributed before the meeting. Any final action taken at a special meeting that was not properly noticed may be invalidated.

The Council or Commission may by majority vote schedule special meetings. The Mayor, chairperson, or any four members of the body may also call a special meeting by delivering written notice containing specific business items to each Councilmember and the City Clerk not less than 24 hours before the time of the special meeting.

At special meetings Roberts Rules of Order need not govern, however regular decorum should be observed. Special meetings may be held at any location. No final action may be taken at meetings held outside Cle Elum City limits.

C. Executive Sessions

Executive sessions may be called at any time during regular or special meetings without prior public notice. An executive session is a closed, confidential meeting called for specific purposes set forth in RCW 42.30.110(1). No final action may be taken in executive session. Before convening an executive session, the presiding officer must announce the topic and the session's anticipated duration. Only those topics announced may be discussed. Should additional time for an executive session be required, the presiding officer shall make a public announcement of the session's extension and anticipated duration.

Discussions are limited to the following topics identified in RCW 42.30.110 (1) as may be amended, which include:

1. Matters affecting national security;
2. Lease or purchase of real estate if disclosure would increase price;
3. Determining minimum offering price for sale or lease of real estate if disclosure would decrease price;
4. Reviewing negotiations on the performance of a publicly bid contract;
5. Reviewing complaints brought against a public officer or employee. Discussion must be in open session if the accused person requests it;
6. Reviewing qualifications of an applicant for public employment;
7. Reviewing performance of a public employee;
8. Reviewing qualifications of candidates for appointment to public office;
9. Discussing enforcement action with legal counsel;
10. Discussing current or potential litigation with legal counsel;

11. Discussing legal risks of current practice or proposed action with legal counsel.

Disclosure of confidential information learned by reason of a municipal officer's position is prohibited by RCW 42.23.070(4). State law provides for monetary penalties and possible forfeiture of office for violations.

8.02 Public Notice of Meetings and Hearings

The City Clerk is directed to publish notices and post agendas. Pursuant to RCW 35.22.288, cities must establish a procedure for notifying the public of hearings and the preliminary agenda for upcoming meetings. The procedure followed by the City of Cle Elum is as follows:

A. Public Hearing Notices

Unless otherwise specified by law, public hearing notices shall comply with publishing requirements adopted in the Cle Elum Municipal Code.

B. Preliminary Agendas – Regular Meetings

The public shall be notified of the preliminary agenda for upcoming regular meetings by posting a copy of the agenda in the following public places at least 24 hours in advance of the meeting:

- a. The City's official website, CleElum.gov
- b. Cle Elum City Hall – Front Entrance Outdoors – 119 W 1st St, Cle Elum, WA 98922
- c. Carpenter Memorial Library – 302 N Pennsylvania Ave – Cle Elum, WA 98922

C. Preliminary Agendas – Special Meetings

The City Clerk must post the notice and/or agenda and distribute it to news media that have expressed an interest in receiving such notice not less than 24 hours before the special meeting. The notice must contain the time and place of the meeting and the business to be transacted. Only those items listed on the agenda distributed before the meeting may be discussed or acted on.

D. Notice of Meeting Cancellation or Postponement

The City Clerk must post notices of regular meeting cancellation or rescheduling at least 24 hours before the original meeting date. Requirements for special meetings shall apply to rescheduled meetings.

E. Excluded Meeting Types

Posting of notices and/or agendas for meetings of committees or work groups containing not more than three members of the governing body, (Council, Planning Commission, or Historic Preservation Commission) is not required, except for the Council Finance Committee. The Finance committee can deliberate without adhering to meeting notice requirements by calling an emergency meeting.

Noticing is not required in the event a special meeting is called to deal with an emergency involving injury or damage to persons or property or the likelihood of such injury or damage, when time requirements of such notice would make notice impractical, and increase the likelihood of such injury or damage.

8.03 Meeting Agendas

Required by state law, agendas are ordered lists of items to be discussed at meetings, and a valuable tool to keep conversation focused. The City Clerk in collaboration with other City officials and staff drafts and distributes agendas, and the meeting presider is primarily responsible for adherence during meetings. Agendas must contain the meeting type, date, time, location and items to be discussed listed in order.

A. Standing Order of Business

Unless modified by Council motion, the standing order of business for regular meetings shall be as follows: Council agenda addition may be requested by a Council Member for "City business with a three minute limit" at the beginning of the meeting.

Council Agenda: Sample

Call to Order, Pledge of Allegiance, and Roll Call

Public Comment

Approval of Meeting Agenda

Announcements, Appointments, Awards & Recognition

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

Staff Reports

City Administrator, City Planner, Public Works Director, Police Chief, Fire Chief, Veolia Water

Public Appearances – 15-Minute Limit

Business Requiring Public Hearings

Unfinished Business
New Business
Committee Reports
Executive Session
Adjournment by Motion

B. Consent Agenda

The consent agenda contains multiple items approved with one undebatable motion, and is intended to improve meeting efficiency. Consent agenda items are those that do not require discussion, such as routine items, other items that can be reviewed without explanation, or items the Council has previously discussed. First readings of Ordinances may not be placed on the consent agenda. During review of the final agenda, any one Councilmember can remove items from the consent agenda for discussion under “New Business” without making a motion.

C. Council Planning Calendar

The City Clerk shall prepare a Council Planning Calendar containing a schedule of items for upcoming meetings, and shall prepare agendas using the planning calendar. The Mayor shall approve final preliminary agendas.

Items may be placed on the planning calendar by any of the following methods:

1. Council majority vote or consensus;
2. Council committee;
3. Any two Councilmembers;
4. Advisory board majority vote or consensus;
5. Department directors; or
6. City Administrator

D. Emergency Items

Emergency items may be added to an agenda in accordance with state law. Emergency items are only those matters immediately affecting the public health, safety and welfare of the community, such as widespread civil disorder, disasters, and other severe emergencies. The reason(s) for adding an emergency item to the agenda shall be announced publicly at the meeting, and included in meeting minutes.

E. Actions Concerning Ballot Propositions

According to RCW 42.17A.555, the City Council or its standing commissions can take action at an open public meeting to express a collective decision or to actually vote on a motion, proposal, resolution or ordinance to support or oppose a ballot proposition as long as (1)

any required meeting notice contains the title and number of the ballot proposition; and (2) members of the Council or commission or the public are given an approximately equal opportunity for the expression of an opposing view. In this instance, the title and number of the ballot proposition and a statement that “Members of the public are encouraged to attend and will be afforded an approximately equal opportunity for the expression of an opposing view” shall be noticed on the meeting agenda.

8.04 Agenda Packets

Prior to each meeting, City staff prepares meeting packets to inform and advise officials concerning items on the agenda. Meeting packets are to contain succinct business style writing. Staff is to provide a clear statement of the action proposed, any fiscal impact, necessary background information, a discussion section anticipating key questions, recommended action and a suggested motion if final action is proposed. The City Clerk shall ensure all agenda packet materials are complete and receive adequate review prior to distribution and publication.

All agenda packet materials shall be presented to the City Clerk for final review by 12:00 p.m. five days preceding regular meetings. The City Clerk shall post final City Council agenda packets on the City’s website, CleElum.gov. Packets will delivered electronically or hand delivered.

Councilmembers shall come to meetings prepared. Councilmembers should read the agenda packet prior to the meeting, carefully review proposals under consideration, and prepare in writing motions they intend to make. For meeting efficiency, questions concerning proposals may be directed to the Mayor, City Administrator, or department directors prior to the meeting. Emails among four or more board members, or other communications whether written or oral, concerning items on preliminary agendas are not permitted.

8.05 Meeting Minutes and Audio Recordings

Minutes shall be required to document all meetings subject to Washington’s Open Public Meetings Act, RCW 42.30. The City Clerk, or designee, shall record actions taken during meetings by writing meeting minutes. Minutes shall be made available promptly, and no later than the next regular meeting. Members of the Council or advisory commission shall review and approve minutes.

Minutes shall include at a minimum the meeting type, date, time and place, roll call results, late arrival and early departure times of officials, speaker names, all motions and the names of those making them, titles of legislation, detailed voting results, staff direction, all points of order and appeals, public hearing opening and closing times, and time of meeting adjournment. The reasons for an individual’s dissent from the majority decision may be included upon request. Council intent or other statements or information shall be included as the Council or commission approves. The City Clerk shall also note any conflict of interest or appearance of fairness challenges and recusals.

The City Clerk or designee shall make and keep audio or video recordings of all meetings except those meetings or portions of meetings conducted in executive session. Recordings shall be posted on the City's website, CleElum.gov at the soonest available opportunity.

8.06 Meeting Attendance and Seating

As noted in section 8.01 of this manual, a quorum is required for the transaction of City business. Elected or appointed officials may be excused from attending regular meetings by contacting the Mayor or their designee on the day of the meeting and stating the reason for non-attendance. The Council or Commission may then excuse individual members by motion or unanimous consent. Three consecutive unexcused absences from regular meetings shall cause a position to become vacant (RCW 35A.12.060).

City staff, attorney, and consultants shall attend meetings as requested by the Mayor, with input of the City Council. During executive sessions, other persons as the Mayor requests shall be present.

8.07 Parliamentary Procedure and Decorum

Parliamentary procedure assists deliberative assemblies in considering matters in an efficient, legal manner. Safeguards ensure due process and protect the rights of individual members of the governing body and the group as a whole. Officials must conduct business meetings according to formal procedures and preserve decorum. To maintain decorum, Councilmembers must address their remarks to the meeting presider during discussion and debate of business items.

A. Inappropriate Remarks

Robert's Rules of Order and the common parliamentary law it is based on require that board members be courteous to one another and the public, speak to issues and not personalities and stay on topic. Certain types of remarks are inappropriate during discussion at a meeting because they are not relevant to discussion. These restrictions do not apply to the public, but all speakers are expected to be courteous and efficient when making remarks. The following is a list of inappropriate remarks to Councilmembers and to members of the public:

1. Personal remarks – remarks that pertain to an individual's appearance, background, ethnicity or other personal aspects, rather than views on issues;
2. Insults, obscenity, vulgarity and personal attacks;
3. Inflammatory language – remarks that incite high emotions rather than addressing the issues;
4. Criticizing past actions of the group, with two exceptions:
5. If the group itself is discussing a past action;
6. If the Councilmember intends to propose amending or rescinding the action; or
7. Remarks that are not "germane" or relevant to the discussion.

B. Use of Electronic Devices

Cellular devices must be silent during meetings. To maintain decorum, officials and members of staff are prohibited from text messaging or making phone calls at the dais while in session. Members of staff and the audience also are prohibited from making phone calls in the Council Chambers during meeting proceedings. The use of electronic devices for viewing meeting presentations, materials or other reference related to city business is encouraged.

C. Other Minor Disruptions

Side conversations or the passing of written notes at the dais are discouraged. General conversation between board members and the public is not permitted. Members should keep microphones turned on and speak clearly into the microphone when they have the floor.

D. Major Disruptions

Any official, person or group of persons rendering the orderly conduct of the meeting infeasible may be asked to leave by the presiding officer, and may be barred from attending the remainder of the meeting. Pursuant to RCW 42.30.050, if order cannot be restored, Councilmembers by majority vote may order the room cleared and continue in session or may adjourn the meeting and reconvene at another location selected by the Council.

8.08 Point of Order and Appeal

The Mayor, Chairperson or other presiding officer has the duty of enforcing meeting rules and managing discussion. The City Clerk or designee, in consultation with the City Attorney if available, shall assist the meeting presider in matters of parliamentary procedure. If the presider does not maintain order, any board member or the City Clerk has the duty of raising a Point of Order.

Point of Order requires the presiding officer to abide by parliamentary rules or require another member to abide by the rules. A point of order can be made at any moment, at the time of rule violation. When a Point of Order is made, it stops business until the presider rules. The presider may agree and enforce the rules, or disagree and move on with business at hand. Any member, with a second, can appeal the ruling. Motions to appeal are not debatable. The body would then decide on the matter.

8.09 Committees, Commissions, and Advisory Boards Discussion

Roberts Rules of Order provides special rules for small groups such as the City Council and its advisory boards. Informal discussion is allowed prior to a motion. The presider should take care to

ensure the discussion is productive and should request a motion as soon as the group appears ready for it. All members have an equal right to speak and to make or second motions, including the meeting presider.

Members must seek recognition from the meeting presider before speaking by raising their hand. Comments should be limited to a maximum of five minutes and must be relevant to the item under consideration. No member may interrupt a speaker while they have the floor, unless to make a point of order. No one may speak a second time until everyone who wishes to do so has spoken once. There is no limit to the number of times a member can speak. Staff do not have the right to participate in discussion unless granted by the Council. Members of staff present information and are permitted to respond to points of information as requested.

8.10 Taking Action by Motion

Main motions are formal proposals by members to do something that move a group from discussion into action. Motions should be clear, concise, and unambiguous, and should be in writing unless very short. All motions should be phrased in the grammatical positive.

Individuals make motions by saying, “I move that...” or “I move to...” and announcing what is proposed. After the motion is made another member who wishes the motion considered says, without obtaining the floor, “I second the motion,” or simply, “Second.” In most instances, motions if not seconded are not taken up for discussion.

The presiding officer then repeats the exact motion and opens debate by stating: “It has been moved and seconded that ... Is there any discussion?” The way the presider states the motion is its official text, unless an objection is heard. Until the presider has stated the question, the motion maker has the right to modify or withdraw the motion. If modified, the seconder can withdraw his or her second. After motions have been stated, they can be modified or withdrawn only with board approval.

The board may modify motions by approving motions to amend. Members make motions to amend by stating, “I move to amend the motion by adding, striking out, inserting, or substituting” words. An amendment requires a second, is debatable and requires a majority vote. An amendment may be inconsistent or in conflict with the spirit of the original motion, but it must have a direct bearing on the subject of that motion. If the motion to amend passes, the presider puts the main motion, as amended, to a vote. If the motion to amend fails, the presider puts the main motion, as originally presented, to a vote.

A pending motion may be eliminated with a motion to postpone indefinitely. If the body would like to delay action on a motion, a motion to postpone to a time certain may be made. A motion to table an item is commonly misused in place of a motion to postpone. Tabling a motion should be used only when some immediate urgency has arisen and the question is temporarily put aside. Adopted motions can be reconsidered at the same meeting by a member voting in opposition, and

until the action has been carried out, reintroduced at a later meeting, amended, or rescinded at any time by motion.

During most regular meetings of the City of Cle Elum, the following occurs:

1. Presiding officer introduces the agenda item;
2. Staff provides a presentation or information;
3. Presiding officer opens a public hearing if required;
4. Presiding officer closes the public hearing after receiving comment;
5. Board member discussion;
6. A member proposes a motion;
7. A member seconds a motion;
8. Presiding officer states the motion;
9. Board member debate of the motion;
10. Presiding officer restates the motion;
11. Presiding officer takes the vote and announces results;
12. City Clerk records action in minutes.

8.11 Determining Majority

For most motions, a simple majority of board members present at a meeting is sufficient for passage. The passage of any ordinance, grant or revocation of a franchise or license, and any resolution for the payment of money, requires an affirmative vote of at least a majority of the whole membership of the Council, meaning four affirmative votes, regardless of how many Councilmembers attend a meeting. Public emergency ordinances, necessary for the protection of public health, safety, property, or peace, may take effect immediately if passed by a majority plus one of the whole membership of the Council, or five Councilmembers. Some motions that affect the rights of individual members, such as call the question, require a two-thirds vote or “super majority” to be approved.

Members Present	Majority Vote	Two-Thirds Vote
4	3	3
5	3	4
6	4	4
7	4	5

8.12 Voting

Decisions may be made expediently by unanimous consent, meaning no member objects. Any board member who objects must state the objection immediately so the presider may take a vote.

Presiding officers shall conduct voice votes unless there is uncertainty in the vote or if any board member requests voting by roll call or a show of hands. Each Councilmember or advisory board member shall vote on all questions, unless a conflict of interest or appearance of fairness consideration is present. Board members must be present to vote on any matter, so proxy votes are not allowed. Silence during voting shall be recorded as an affirmative vote. In the case of a tie vote on any motion, the motion fails. A person who would like to change their vote may do so prior to the presiding officer's announcement of voting results. After voting results are announced, a vote can only be changed by unanimous consent of the body immediately after the presiding officer's announcement, before any debate or business has intervened.

Any board member shall have the right to express support for or protest against any motion and have the reason entered in the minutes on request. Any statement expressing the intent of the Council body must be approved by the Council.

8.13 Changing a Final Action

Until the time they are carried out, Council actions may be changed or reversed with motions to reconsider, amend or rescind previously approved motions. Alternately new motions may also be made at later meetings with the same effect. Motions to reconsider, amend or rescind have specific rules that apply to each.

A. Motion to Reconsider

If approved, a motion to reconsider takes Council discussion back to the point just prior to voting on the original motion. A motion to reconsider:

1. Can only be moved during the meeting the original motion was approved, or the next day if part of the same meeting;
2. Must be moved by someone who voted with the prevailing side;
3. Requires a second, and can be debated if the original motion was debatable;
4. Cannot be amended; and
5. Takes a majority to pass.

B. Motion to Amend Something Previously Adopted

A motion to amend something previously adopted allows the group to change an approved motion. A motion to amend something previously adopted

1. Can be moved during the meeting the original motion was approved, or at future meetings;
2. Requires a second, and can be debated;
3. Can be amended; and
4. Requires a two-thirds majority to pass if taken up at the same meeting, or a simple majority if previous notice is given by placing the item on the final agenda.

C. Motion to Rescind Something Previously Adopted

A motion to rescind something previously adopted allows the group to rescind an approved motion. A motion to rescind something previously adopted

1. Can be moved during the meeting the original motion was approved, or at future meetings;
2. Requires a second, and can be debated;
3. Can be amended; and
4. Requires a two-thirds majority to pass if taken up at the same meeting, or a simple majority if previous notice is given by placing the item on the final agenda.

8.14 Quasi-Judicial Actions

Certain decisions of the City Council or Planning Commission are considered to be quasi-judicial in nature, which means the board exercises powers resembling those of a court. In these instances, the board is obliged to follow procedures to objectively determine facts and draw conclusions from them as the basis of action. Quasi-judicial decisions determine the legal rights, duties, or privileges of specific parties and not of the public in general. Some examples of quasi-judicial actions include rezones or reclassifications applying to specific parcels of property, appeals of the decisions of the Planning Commission (Hearings Examiner), subdivisions, and special land use permits.

A. Conflict of Interest and Appearance of Fairness

Conflict of interest laws and the Appearance of Fairness Doctrine (RCW 42.36) applies to quasi-judicial actions pursuant to RCW 42.36.010. According to this doctrine, the appearance of fairness is as important as substance. The test of whether the doctrine has been violated is: "Would a disinterested person, having been apprised of the totality of a board member's personal interest in a matter being acted upon, be reasonably justified in thinking that partiality may exist? If answered in the affirmative, such deliberations, and any course of conduct reached thereon, should be voided." It is illegal to participate or otherwise be involved in discussions on issues where a conflict of interest or appearance of fairness consideration exists. More information is provided in section 6.05 of this manual.

Prior to any quasi-judicial hearing, each member of the Council or Planning Commission with a conflict of interest or appearance of fairness consideration, no matter how remote, shall disclose such facts to the meeting presider. A board member, the City Attorney or any member of the public may immediately exercise challenges for cause. The challenge must be raised as soon as the basis for disqualification is made known or reasonably should have been made known prior to issuance of a decision.

The party seeking to disqualify the board member shall state with specificity the basis for disqualification. The City Attorney may interview the board member to determine the validity of the statements and whether they are able to objectively consider the issue and render a decision on the basis of information received.

B. Ex Parte Communications

According to RCW 42.36.060, no member of a decision-making body may engage in communications with opponents or proponents in regards to the proposal that is the subject of the quasi-judicial proceeding. Any ex parte communications would need to be disclosed prior to the hearing so the meeting presider may determine if a conflict of interest or appearance of fairness issue exists.

C. Recusal From Proceedings

Based on these facts, the member may choose to recuse himself/herself from proceedings, or the meeting presider may request recusal. Two or more board members who believe a violation exists may make a motion requesting recusal of a member. A recused board member shall leave the Council Chambers until the discussion of the matter is complete, unless the recused member's presence is necessary to maintain a quorum. In this instance, the member shall be permitted to participate.

8.15 Public Participation

Input from individuals or groups is an important part of the legislative process, but the primary purpose of formal regular meetings is to conduct business. Verbal public comment is invited only during designated periods. No person shall be permitted to address the Council while it is in session without the unanimous consent of the entire Council and recognition from the Mayor. Special community meetings are often held for gathering public input on key topics.

A. Written Public Comment

Written comment concerning agenda items shall become a part of the meeting record. Public comment for the Council or advisory body may be submitted to the City Clerk at any time. Comment received by 4 p.m. on the meeting date shall be distributed prior to the meeting. After this time, written comment to be considered at the meeting can be provided in-person.

B. Verbal Public Comment

All verbal comments shall be made from the lectern and are audio recorded. All speakers are expected to be courteous and efficient when making remarks. An individual may speak only once per public comment period unless additional input is requested by the Council. In some instances, the City Council by unanimous consent or majority vote may limit the total amount of time available for public comment.

During ~~two~~ open public comment periods, the public may comment on any topic not already on the agenda with an opportunity for public comment or hearing. The Council shall invite public comment on first reading of all ordinances. Councilmembers may open the floor to public comment during subsequent readings of ordinances or any other topic under consideration.

Public hearings are formal public comment periods advertised in the City's newspaper of record prior to the meeting. The presiding officer shall announce the opening of the public hearing, and when all persons wishing to speak have done so, shall declare the hearing closed. When needed, the Council or advisory body may hold open a public hearing to allow additional time for receipt of testimony. If the hearing concerns a quasi-judicial matter, the City Attorney will inform the public of the procedure required by law. During quasi-judicial hearings, persons providing testimony may be required to take an oath affirming the truth of the testimony.

The following procedure shall be followed for verbal public comment:

1. Speakers should approach the microphone and state their name, city and neighborhood of residence, and whether they are representing an organization.
2. Speakers should write this information on a sign-in sheet at the lectern.
3. People speaking for themselves shall be granted three minutes, and representatives of organizations shall be granted five minutes to speak. The City Clerk shall be the timekeeper. In some instances, the Council by unanimous consent or motion may allow additional time.
4. Comments shall be directed to the presiding officer only.
5. Any Councilmember may ask questions of a speaker before the speaker is seated, with permission of the meeting presider.
6. Unless required by a public hearing, the Council may not immediately respond to public comment. Officials or staff shall respond within two weeks of the date comment is submitted.

8.16 Election of Mayor Pro Tempore

Procedures for electing the Mayor Pro Tempore are as follows:

A. Biennial Election

At the first meeting of each even-numbered year, the Council will elect a Mayor Pro Tempore from among its membership.

B. Nominations

The Mayor will call for nominations. Each member of the City Council will be permitted to nominate one person, and nominations will not require a second. A nominee who wishes to decline the nomination will do so at this time. When it appears the Council has no further nominations, the Mayor shall close the nomination period, but Councilmembers may, by majority vote reopen nominations. After nominations are closed, each nominated Councilmember may speak for three minutes in the order in which he or she was nominated.

C. Casting Ballots

Each Councilmember may vote for one nominee, and the vote of a simple majority of Councilmembers present is required to elect a candidate. Abstentions are not permitted. A tie vote results in a failed candidacy. Voting will be by written ballot. Each ballot will contain a list of nominees and the name of the voting Councilmember. The City Clerk will publicly announce results for the record by stating the name of the voting Councilmember and the manner in which he or she voted.

D. When a Mayor Pro Tempore Cannot be Elected

If the Council is unable to elect an officer after the initial voting period, the Mayor shall repeat the balloting process. If the Council again does not elect an officer, the Council may, by majority vote reopen the nomination period to add new candidates to the ballot. The City Clerk would then conduct the balloting process not more than twice for existing and additional nominees. Elections will be held at each subsequent regular Council meeting until a Mayor Pro Tempore is elected.

E. Removal from Position

A vote of five members shall be required to remove the Mayor Pro Tempore from his or her position. Removal from the position of Mayor Pro Tempore does not constitute a removal from the position of Councilmember.

8.17 Filling Council Vacancies

If a Council position becomes vacant for any of the reasons found in 2.10 of this manual, the Mayor shall direct staff to begin the appointment process and establish an interview and appointment schedule at the earliest opportunity in accordance with RCW 42.12.070. A Councilmember vacating a position cannot participate in the appointment process.

A. Soliciting Applications

1. The City Clerk shall prepare and submit a display advertisement to the City's official newspaper, with copies to other local media, which announces the vacancy consistent with the requirements necessary to hold public office: that the applicant (a) be a registered voter of the City of Cle Elum, and (b) have a one year residency in the City of Cle Elum. This advertisement shall be published once each week for two consecutive weeks. The advertisement shall contain other information, including but not limited to, time to be served in the vacant position, election information, salary information, Councilmember powers and duties, the deadline date and time for submitting applications, interview and appointment schedules, and such other information that the City Council deems appropriate.
2. The City Clerk shall utilize the standard application form requesting appropriate information for City Council consideration of the applicants. Applications will be available at City of Cle Elum offices and on the City's official website. Copies of the display advertisement will be provided to current members of the City of Cle Elum commissions, committees, task forces and other City-sponsored citizen groups.
3. Applications received by the deadline date and time will be copied and circulated by the City Clerk to the Mayor and City Council. Packets may also contain additional information received such as endorsements, letters of reference and other pertinent materials.

B. Interviewing Candidates for Office

1. The City Clerk shall publish the required public notice(s) for the meeting scheduled for interviewing applicants. This meeting may be a regularly scheduled City Council meeting, or a special City Council meeting. The City Clerk shall also notify applicants of the location, date and time of City Council interviews.
2. During the interview meeting, the applicant shall present his or her credentials to the City Council. The applicants' order of appearance will be determined by a random lot drawing performed by the City Clerk.

3. Councilmembers may each submit one interview question for one set of predetermined questions, to be reviewed by legal counsel. An informal question period may also be a part of proceedings. City Council and Mayor will determine if informal questions that elaborate or clarify a previous question is appropriate .

C. Selection

1. Upon completion of the interviews, Councilmembers may convene into Executive Session to evaluate the qualifications of the applicants. However, all interviews and final action appointing a candidate to elective office shall be in a meeting open to the public. Nothing in this policy shall prevent the Council from reconvening executive session at any time to discuss qualifications.
2. Selection shall be by Council motion approved by a majority of the Council present.
3. Proceedings shall continue until the Council appoints a Councilmember. At any time during the appointment process, the Council may postpone selection until a set date.
4. The new Councilmember shall be sworn into office by the City Clerk at the earliest opportunity or no later than the next regularly scheduled City Council meeting.
5. If the City Council does not appoint a qualified person to fill the vacancy within 90 days of the occurrence of the vacancy, the Revised Code of Washington delegates appointment powers to Kittitas County.

Chapter 9

Public Records

The Washington State Public Records Act (RCW 42.56) requires all local government agencies to protect public records from damage and disorganization and to make them available to the public with very narrow exemptions. A public record is defined as any writing prepared, owned, used or retained by any local government agency that contains information relating to the conduct of government or performance of any government function. The term “writing” is broadly defined to include not only traditional written records, but also photos, maps, videos, voicemails, emails, text messages and social media messages. The City Clerk is Cle Elum’s Public Records Officer.

9.01 Public Records on Privately Owned Resources

Records created or maintained on personal devices or privately owned accounts may be public records if they meeting the definition under RCW 42.56.010(3). Officials should avoid creating or storing public records on privately owned resources whenever possible and should transfer public records to the City’s Public Records Officer at the soonest available opportunity.

9.02 Records Retention Schedule

Various public records must be kept for different amounts of time. City officials shall assist in the retention of public records they create. The State of Washington’s Local Government Common Records Retention Schedule or CORE specifies how long each type of record must be kept. The CORE assigns a disposition authority number or DAN to each type of record or “records series.” Access the full CORE at <https://www.sos.wa.gov/archives/recordsretentionschedules.aspx>. The City Clerk is available to answer questions concerning the CORE.

9.03 Records Commonly Created by Officials

The City Clerk retains records related to Council and advisory board operations according to state schedule such as original copies of agenda packets, minutes, ordinances and resolutions. Staff often provides officials with duplicate copies of these materials, most of which can be disposed of immediately without any particular procedure. Records with a longer retention period may be transferred to the City Clerk. The following is intended to provide guidance concerning retention periods for records and may not be all-inclusive.

DAN	Record Description	Retention Period
GS50-02-04	Secondary (Duplicate) Copies Copies of records (created or received), provided the agency retains its primary copy of the record in accordance with the approved minimum retention period.	Retain until no longer needed for agency business then destroy
GS2016-007	Meeting Materials – Members’ Copies/Notes Individual members’ meeting materials from participating in governing/executive, advisory, internal/external committees, provided the committees’ records are retained by the secretary/responsible agency/member. Includes but is not limited to copies of agendas, meeting packets, working notes or drafts.	Retain until no longer needed for agency business then destroy.
GS2016-010	Reference Materials Materials gathered from outside sources for reference/reading use which are not evidence of the agency’s business transactions. Includes but is not limited to individual participants’ copies of internal and external training materials (such as handouts, notes taken, etc.) from conferences/seminars/trainings.	Retain until no longer needed for agency business then destroy.
GS50-02-03	General Information – External Information received from other agencies, commercial firms, or private institutions, which requires no action and is no longer needed for agency business purposes. Includes unsolicited junk mail, informational copies, notices, newsletters and announcements.	Retain until no longer needed for agency business then destroy.
GS50-01-12	Communications – Governing/Executive/Advisory Internal and external communications to, from, and/or on behalf of the agency’s governing bodies, elected officials/executive management or advisory bodies, that are in connection with the transaction of public business. Includes all communication types regardless of format such as email and social networking posts.	Retain for 2 years after received or provided, whichever is later, then transfer to State

GS2012-028	Reporting/Filing (Mandatory) – Agency Management Records relating to general functions of the agency required to be submitted to an outside agency such as political campaign reports, lobbying reports, or personal statements, filed with the Public Disclosure Commission.	Retain for 6 years after report or document submitted then contact Washington State Archives for appraisal.
GS 2016-003	Contact Information Records relating to contact details of external clients/stakeholders the agency has gathered/received. Includes email distribution lists, business cards and contact details stored in contact databases.	Retain until no longer needed for agency business then destroy.
GS2016-004	Drafting and Editing Records relating to the drafting/editing of correspondence, documents and publications. Includes preliminary drafts and edits/suggestions/directions, such as handwritten notes and track changes information.	Retain until no longer needed for agency business then destroy.
GS2016-011	Scheduling – Appointments/Meetings Records relating to the scheduling of appointments/meetings, provided the calendar is retained in accordance with GS50-01-36. Includes meeting invitations accepted/declined and related correspondence.	Retain until no longer needed for agency business then destroy.
GS50-02-01	Requests for Basic/Routine Agency Information Internal and external requests for, and provision of, routine information about the operations of the agency, such as business hours, web/email addresses and meeting dates/times.	Retain until no longer needed for agency business then destroy.

9.04 Records Automatically Archived

All city officials and staff should retain any non transitory emails and cell phone records sent from or to a City-issued email address are automatically archived on publicly- owned resources. Text

messages sent from City owned mobile devices and social media records on City social media accounts are automatically archived. View section 7.07 for more information on procedures related to text message communications and section 7.08 concerning social media records.

9.05 Records Destruction or Transfer

No records should be destroyed after the submittal of a public records request relating to such records regardless of retention period. Records that have met their mandated records retention periods and are not a part of a current public records request should be destroyed to limit liability to the City and to reduce the cost of responding to public records requests. Some records are eligible to be transferred to the State of Washington for retention.

DRAFT

Chapter 10

Additional Training and Resource Materials

10.01 Association of Washington Cities (AWC)

The Association is a voluntary, nonpartisan, nonprofit association comprised of all incorporated cities and towns in Washington.

(800) 562-8981 – WACities.org

10.02 Municipal Research & Services Center of Washington

MRSC is a nonprofit, independent organization created in 1969 to continue programs established in 1934 under the Bureau of Governmental Research at the University of Washington. One of the principal services of MRSC is to respond to inquiries on virtually every facet of local government.

(206) 625-1300 – mrsc.org

10.03 Washington Cities Insurance Authority

A municipal organization of Washington public entities that join together for the purpose of providing liability and property financial protection to its members.

(206) 575-6046 – wciapool.org

10.04 International City/County Management Association

ICMA is a professional and educational association of local government administrators that serves to enhance the quality of local government through professional management and to support and assist professional local government administration. The Association's Elected Officials Handbook series can be of great value to Councilmembers. Publications are also available through ICMA concerning every basic city service.

(202) 289-4262 – imca.org

10.05 Government Finance Officers Association

GFOA is a professional association of state and local finance officers. The Association administers a broad range of services and programs related to government financial management.

10.06 National League of Cities

A non-partisan organization serving municipal governments, the NLC works to establish unified policy positions, advocates those policies forcefully, and shares information that strengthens municipal government throughout the nation.

www.nlc.org – (202) 626-3000

10.07 Overview of Basic City Documents

Many other laws, plans, and documents exist which bind the City to certain courses of action and practices. The following is a summary of some of the most notable documents that establish City Council direction.

A. City Council Goals and Strategic Priorities

The Council provides prioritized goals that provide broad guidance to officials and staff. The City should review and amend these annually. Goals turn the City's mission and vision into specific targets. Goals are outcome statements to guide implementation of strategy.

B. Comprehensive Plan

A state-mandated Comprehensive Plan addresses the City's long-range planning needs relative to land use, transportation, economic development, and other planning elements. The City's Comprehensive Plan is reviewed on an ongoing basis, but may only be revised once a year, except as provided by State law.

C. Cle Elum Downtown Revitalization Plan

The Cle Elum Downtown Revitalization Project will renovate the First Street ("Main Street") corridor between Billings Ave (west) and Peoh Ave (east).

D. Cle Elum Downtown Master Plan

The Cle Elum Downtown Master Plan forms the foundation of a downtown plan that includes several components that complement the plan to make 1st Street a more inviting place for visitors to browse the shops, restaurants, accommodations, and businesses in downtown.

E. Cle Elum Municipal Code

The municipal code contains local laws and regulations adopted by ordinances. Title 2 of the code addresses the role of the City Council, describes the organization of City Council meetings and responsibilities and appointment of advisory boards and commissions. In addition to these administrative matters, the municipal code contains a variety of laws including, but not limited to, zoning standards, health and safety issues, traffic regulations, building standards, and revenue and finance issues.

F. Six-Year Capital Improvement Program

The Six-year Capital Improvement Program serves as a guide for determining priorities, planning, financing, and constructing capital projects which add to, support, or improve the physical infrastructure, capital assets, or productive capacity of city services. The six-year Transportation Improvement Program is included.

G. Annual Budget

The budget is the primary tool and road map for accomplishing the goals of the City. The budget document is the result of one of the most important processes the City undertakes. By adopting the budget, the City Council makes policy decisions, sets priorities, allocates resources, and provides the framework for government operations.

H. Comprehensive Financial Management Policies

The City's Comprehensive Financial Management Policies serve as a framework for financial planning, budgeting, accounting, reporting and other financial management practices. The document assists the City in operating in a prudent manner, using sound fiscal policies that ensure safekeeping of the City's assets.

I. Personnel Policies and Employee Handbook

Personnel policies adopted by the City Council apply to all City employees. Generally they do not apply to the Mayor or City Council. The document provides policies about recruitment, selection, retention and separation of City employees. Guidance on compensation, benefits, employee responsibilities and conduct are provided.

J. Disaster Preparedness and Business Continuation Plan

The City maintains a disaster preparedness and business continuation plan that outlines actions to be taken during times of extreme emergency. The Mayor is called upon to declare the emergency, and then the Fire Chief directs all disaster response activities. The City Council may be called upon during an emergency to establish policies related to a specific incident.

10.08 Orientation of New Members and Ongoing Training

It is important for the members of the City Council and its advisory boards to gain an understanding of the full range of services and programs provided by the City. As new members join, the City will host an orientation program that provides an opportunity for members to tour municipal facilities and meet with key staff within the first quarter of taking office. Another training opportunity for new members is the Association of Washington Cities-sponsored newly elected officials' orientation. At any time, if there are facilities or programs about which officials would like more information, arrangements will be made to increase your awareness of these operations.

The Code City Handbook, Report No. 37, published by the Municipal Research & Services Center (MRSC), provides a wealth of general information. Another publication from MRSC that goes hand in hand with the handbook is, Knowing the Territory: This report discusses basic powers, basic duties, liabilities, and immunities of officers, conflict of interest and appearance of fairness, prohibited uses of public funds, property, or credit, competitive bidding requirements, the Open Public Meetings Act, Open Government-Public Records-Freedom of Information and immunities from tort liability.

CITY OF CLE ELUM

WASHINGTON
RESOLUTION NO. 2023-016

**A RESOLUTION OF THE CITY OF CLE ELUM,
WASHINGTON, ADOPTING THE “CLE ELUM CITY
COUNCIL OPERATING POLICIES & PROCEDURES
MANUAL”**

WHEREAS the City Council now desires to adopt the Cle Elum City Council Operating Policies & Procedures Manual.

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

Section 1. Adopted. The City of Cle Elum hereby adopts the attached Cle Elum City Council Operating Policies & Procedures Manual which shall remain in effect unless otherwise amended.

PASSED BY THE CLE ELUM CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 10th DAY OF JULY 2023.

CITY OF CLE ELUM

Jay McGowan, Mayor

ATTEST/AUTHENTICATED:

Debbie Lee, City Clerk

Approved as to form:

Alexandra L. Kenyon, City Attorney

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

CITY OF CLE ELUM
Planning Department

AGENDA STAFF
REPORT

AGENDA DATE: *July 10, 2023*

ACTION REQUESTED: *Second Reading of Ordinance regarding Firewise Amendments*

BACKGROUND: *The Cle Elum Planning Division is proposing a non-project minor amendment to the City of Cle Elum's Comprehensive Plan. These amendments aim to actively protect the city from the risk of wildfires and include new goals and policies that are not currently in the city's Comprehensive Plan. The policies cover various aspects such as participation in community wildfire protection plans, mutual response support with local fire suppression entities, adoption of national fire management strategies, implementation of fire-resistant construction codes, development of consistent wildfire risk reduction standards, application of vegetation management principles to city-owned properties, collaboration with state and federal agencies for land stewardship plans, and establishment of uniform standards for emergency vehicle access and evacuation routes. The Planning Commission has held multiple study sessions to discuss these amendments, issued public notice and held two public hearings. The Commission reviewed and considered public comments before finalizing their recommendation to Council. The City of Cle Elum Planning Department recommends the approval of these goals and policies and are presenting an Ordinance for consideration.*

RECOMMENDATION: *Adoption and approval of Firewise Ordinance*

HANDLING: *City Clerk, Council*

ATTACHMENTS: *Firewise Ordinance, Staff Report, Amendments*

LEAD STAFF: *Colleda Monick, HLA*

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



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

Recommendation Regarding Firewise Amendments Exhibit A

TO: City of Cle Elum Honorable Mayor and Council
FROM: Colleda Monick, Planning Consultant
SUBJECT: Comprehensive Plan Amendments – FIREWISE
FOR MEETING OF: June 12, 2023

I. PURPOSE AND DESCRIPTION OF AMENDMENTS:

The Cle Elum Planning Division is proposing a non-project minor amendment to the City of Cle Elum's Comprehensive Plan.

The Planning Commission held at least 6 study sessions for these amendments on March 15, 2022; August 11, 2022; October 4, 2022; January 3, 2023; February 15, 2023; and March 7, 2023.

These amendments would be new Goals and Policies that are not currently in the city's Comprehensive Plan and include:

Potential New Goal: Actively protect the city from the risk of wildfires.

To achieve this Goal, the City of Cle Elum adopts and shall actively implement the following policies:

Potential New Policy 1: *The City will actively participate in and support the Kittitas County Community Wildfire Protection Plan (CWPP) that has been developed and updated through the Kittitas Fire Adapted Communities Coalition and regional partners.*

Potential New Policy 2: *The Cle Elum Fire Department, in partnership with all other local wildfire fire suppression entities, will continue to support mutual rapid responses to ensure that timely suppression actions are employed.*

Potential New Policy 3: *The City hereby adopts the "National Cohesive Wildland Fire Management Strategy" (<https://www.forestsandrangelands.gov/strategy/thestrategy.shtml>) to guide local efforts to address the challenges associated with:*

- a. The management of vegetation and fuels for wildfires.*
- b. The protection of lives and property.*
- c. Managing the potential for human-caused ignitions; and*
- d. Effectively and efficiently responding to fires.*

New Policy 4: *The City shall adopt the "2021 International Wildland-Urban Interface Code (IWUIC)" in its entirety, that is within the International Uniform Building Code and provide examples of fire-resistant construction (See <https://codes.iccsafe.org/content/IWUIC2021P1/arrangement-and-format-of-the-2021-iwuic>).*



Potential New Policy 5: *The City, in partnership with the Kittitas County Fire Districts, Kittitas County Departments, the City of Roslyn, and the Town of South Cle Elum (aka “Regional Partners”), will prepare, adopt, and implement consistent development standards focused on minimizing the risk of wildfires. Areas of special emphasis should include, but is not limited to:*

- a. *Properties along the I-90 corridor.*
- b. *Large parcels under common ownership within the City limits, the Cle Elum UGA, and nearby properties.*
- c. *Forested properties.*
- d. *Properties that contain environmentally sensitive areas, parks, open space, and required buffer areas.*
- e. *Areas identified as high or extreme fire hazard including debris created as a part of land clearing or timber harvest.*

Potential New Policy 6 *The City will apply “firesafe” vegetation management principles to City-owned properties on an ongoing basis. This shall include such measures as:*

- a. *Fuels reduction.*
- b. *Fire resistive landscaping.*
- c. *Vegetation maintenance.*
- d. *Implement program to collect biomass from citizens to give a cost-effective way for citizens of the city to eliminate extra biomass.*

Potential New Policy 7: *The City will engage and encourage state and federal agencies, and non-profit organizations that own or manage tracts of forested land to recognize the increasing risk of wildfires and to prepare and implement land stewardship plans that include measures to reduce the risk of wildfires.*

Potential New Policy 8: *The City will require that the owners of forested property suitable for development prepare and implement a stewardship plan focusing on vegetation management that maintains fire resiliency to minimize wildland fire behavior. These plans should include primary and secondary egress, street standards that allow large emergency vehicle access, fire resistant vegetation, including landscaping, tree species selection and density, and greenbelt locations.*

Potential New Policy 9: *The City and its Regional Partners will establish uniform standards for ingress and egress, emergency vehicle access, and evacuation routes as well as shared protocols for timely evacuation notification, traffic control, responder access, and emergency shelter plans for current and future development. This shall include, but is not limited to:*

- a. *A requirement that at least two means of effective ingress and egress for emergency vehicles in all seasons and weather conditions, as determined by local fire marshals, to include but not limited to load capacity, road grade and width, emergency vehicle turnaround, and street access shall be provided and maintained by project sponsors in areas where 30 or more residences exist or can be developed. If access road is blocked*



ITEM 9 B

or is otherwise unusable for any reason, there shall be an alternate route for emergency vehicles to access and safely return to their stations, and for residents to escape. No new developments shall be approved that do not permit emergency vehicle access or the evacuation of residence under any circumstances.

Potential New Policy 10: *The City, in consultation with its Regional Partners and the Washington State Department of Natural Resources, will develop and implement protocols to ensure that all development activities in and near forested areas are conducted in accordance with Industrial Fire Precaution Levels as determined by the Washington State Department of Natural Resources (DNR). This shall include, but is not limited to, compliance with the DNR Handbook on Forest Fire Protection published October 2018, and as may subsequently be amended.*

Potential New Policy 11: *The City in consultation with its Regional Partners, will continue to enforce fireworks bans and open burning rules and restrictions and seek a consistent approach to manage risks associated with those activities.*

Potential New Policy 12: *The City will adopt and implement standards for wildland fire suppression training and certification. First responders should have adequate training, personal protective equipment, and appropriate wildland firefighting equipment to safely engage in any suppression action.*

Potential New Policy 13: *Within one year of the adoption these wildfire policies, City Staff, in consultation with the Firewise Advisory Committee and the City Planning Commission, shall prepare and present for City Council approval:*

- a. Defensible space standards for new developments utilizing the three vegetation management zones of 0-5 feet, 5-30 feet, and 30- 100 feet or the property boundary, with management prescriptions for each zone.*
- b. A requirement that building permits and land use approvals include a condition of approval that property owners shall maintain vegetation in accordance with City standards and shall schedule an inspection by the City Fire Department at least once every five years.*
- c. A plan for the City Fire Department to conduct periodic wildfire risk assessments and to provide property owners with recommendations to maintain their property to be fire resistant along with and fire resistive construction and retrofits to help make the community safer.*

II. CLE ELUM COMPREHENSIVE PLAN 2037

The text amendments are consistent with the following goals and policies of the Comprehensive Plan 2037.

Goal LU-1: Management and Implementation



Policy LU-1.1 To influence the character of the City of Cle Elum by managing land use and developing facilities and services in a manner that directs and controls land use patterns and intensities.

LU-1.2 Land use changes should be guided by topography, soils conditions, adjacent land uses, and the ability of the City to provide facilities and services.

LU – 1.3 Ensure that new development does not outpace the City's ability to provide and maintain adequate public facilities and services by allowing new development to occur only when and where adequate facilities exist or can be provided.

LU – 1.4 Upon adoption of and/or changes to the Comprehensive Plan, the City Development Regulations shall be reviewed for consistency with the Comprehensive Plan and County Wide Planning Policies.

LU – 1.6 The City will take a more active role in interagency planning and coordination among local jurisdictions, including: Kittitas County, South Cle Elum and Roslyn.

Goal LU-3: Preserve Cle Elum's natural environment while allowing for growth and development.

Goal LU-4: Preserve and Protect Residential Neighborhoods

LU – 4.8 Require greenbelts, buffers and/or open space to buffer incompatible uses from residential uses.

Goal LU-6: Open Space

LU – 6.1 Discourage the disturbance of vegetation when not in conjunction with the actual development.

LU – 6.2 Open space areas should be encouraged to be used as buffers for different types of land uses.

LU – 6.3 Lands designated for open space should provide for multiple open space benefits whenever possible including active or passive recreation opportunities, scenic amenities, fish and wild life habitat, etc.

LU – 6.6 Develop strategies to protect existing open space areas.

Goal LU-17: Climate and Sustainability

LU – 17.1 Develop and implement climate change adaptation strategies that create a more resilient community by addressing the impacts of climate change to public health and safety, the economy, public and private infrastructure, water resources, and habitat.

LU – 17.3 Support federal, state, and regional policies and education programs intended to protect clean air in Ellensburg and the Kittitas Valley.

LU – 17.14 Promote community responsibility and engagement through public education and involvement programs that raise awareness about environmental issues.

Goal LU-19: Emergency Management and Disaster Preparedness

LU – 19.1 Continue to collaborate with other Kittitas County communities and agencies to maintain, update, and improve emergency management and disaster preparedness plans, policies, and implementation.

LU – 19.2 Develop community outreach strategies to educate the public on disaster prevention and preparedness.

City of Cle Elum
119 West First Street
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Phone: (509) 674-2262
Fax: (509) 674-4097
www.cityofcleelum.com

LU – 19.3 Maintain and update as applicable the 2018 Upper Kittitas County Emergency Preparedness Plan and continue to coordinate closely with the other Upper County communities of Suncadia, Roslyn, and South Cle Elum.

III. ENVIRONMENTAL REVIEW (SEPA)

This project was processed for review under the State Environmental Policy Act as a procedural action per WAC 197-11-800(19), and a Preliminary Determination of Nonsignificance was issued on March 16, 2023. The DNS was retained on May 25, 2023.

IV. PUBLIC NOTICE

Notice of Public Hearing	March 16, 2023
Legal Ad Publication	March 16, 2023
Public Hearing	April 4, 2023
Public Hearing cont.	June 6, 2023

All public comments received are included herein as a separate appendix.

V. FINDINGS AND CONCLUSIONS

1. No adverse impacts have been identified by the approval of these amendments.
2. Comprehensive Plan amendments are consistent with and further enhance the City of Cle Elum Comprehensive Plan 2037, as required by RCW 36.70A.130(1)(d).

VI. RECOMMENDATION

The City of Cle Elum Planning Department recommends APPROVAL of these goals and policies.

APPENDIX: Public Comments
submitted written comments and spoken during
the public hearing on April 4, 2023, and June 6, 2023.

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119 West First Street
Cle Elum, WA 98922



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



State of Washington
DEPARTMENT OF FISH AND WILDLIFE
South Central Region • Region 3 • 1701 South 24th Avenue, Yakima, WA 98902-5720
Telephone: (509) 575-2740 • Fax: (509) 575-2474

March 27, 2023

Virgil Amick, Permit/Office Technician
City of Cle Elum
Via email: vamick@cleelum.gov

**SUBJECT: WDFW COMMENTS ON PROPOSED CITY OF CLE ELUM 2023
COMPREHENSIVE PLAN FIREWISE AMENDMENTS**

Dear Mr. Amick,

The Washington Department of Fish and Wildlife (WDFW) has reviewed the draft 2023 Comprehensive Plan "Firewise" amendments. We are supportive of the intent of the document; however, there are a few areas which we feel would benefit from further revision and clarification:

Proposed New Policy 4: WDFW would like to know if the City of Cle Elum plans on adopting the appendices listed in *2021 International Wildland-Urban Interface Code*. These appendices are listed as optional within that document, and so may be adopted in part, entirely, or not at all. WDFW requests clarification on how and if Cle Elum plans to incorporate the appendices. Specifically, WDFW requests the ability to review and provide input on specific proposed language if Appendices A, B, F, and G are fully or partially adopted, as these appendices have the potential to involve Fish and Wildlife Habitat Conservation Areas (FWHCA), the Critical Area of which WDFW has specialized expertise and authority.

Proposed New Policy 5: We request that the Washington Department of Fish and Wildlife be included in this partnership, as FWHCAs are the Critical Area which is most affected by fire-wising. To this point, WDFW is supportive of firewising around homes and structures, but frequently we observe that firewising extends into Critical Areas such as riparian and wetland habitat, because these landscape features are located within the firewise buffer. Development regulations should require that Critical Areas buffers must be additional to firewising buffers, to prevent the continued degradation of these natural resources during firewise activities.

Proposed New Policy 6: WDFW requests that natural resources including FWHCAs, wetlands, and riparian zones be given separate consideration prior to firewising on city-owned property. WDFW is willing to provide technical assistance to the City of Cle Elum to achieve this objective. The intent behind this request is to ensure that these habitat features

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Page 2

are not degraded or deleteriously impacted during firewising activities. We wish to clarify that this does not mean that firewising cannot ever occur in these locations, simply that special considerations must be given to the way in which they are firewised, to prevent their degradation. WDFW has specialized knowledge of how these Critical Areas can be firewised without damaging their functionality or the ecosystem services that they provide to wildlife and to people.

Proposed New Policy 7: WDFW supports the intent of this wording. However, we wish to make known that there are several local examples of developments which were authorized and built immediately adjacent to public lands, such that the firewising buffer extended onto those public lands. This resulted in pushing the responsibility of firewising for residential protection onto public agencies or non-profit conservation lands. For numerous reasons, this is not an ideal scenario for any party. WDFW requests that development regulations require that new structures and their firewise buffers be far enough away that those buffers do not encroach onto adjacent publicly managed lands.

Proposed New Policy 8 and 9: When developing “stewardship plans” and “uniform standards”, impacts to FWHCAs need to be taken into account. This could include riparian, aquatic, wetland, and upland habitats. WDFW can provide review and input to ensure that any proposed plans do not negatively impact these important resources.

Proposed New Policy 13: WDFW requests to participate in any Firewise Advisory Committee meetings that may include agenda items or discussion regarding vegetation management, habitat impacts, discussions on Critical Areas, or other similar topics.

Thank you again for the opportunity to comment and participate in this important update process. WDFW remains a committed partner as you amend and implement the “Firewise Amendments” to the Comprehensive Plan. Please contact me to discuss WDFW’s recommendations or any of the other comments presented within this letter.

Sincerely,

A handwritten signature in cursive script that reads "Scott Downes".

Scott Downes
Area Habitat Biologist
Scott.Downes@dfw.wa.gov

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



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

**Appendix providing additional guidance to the Commission regarding the letter received from DFW. Chair Gary Berndt met with the team at DFW to clarify their comments and provided the following summary of his meeting:*

WDFW Comments and Critical Areas Ordinance

I met with WDFW today (5/3) to discuss the comments provided to the proposed Critical Areas Ordinance.

Proposed New Policy 4

As Cle Elum adopts the 2021 "International Wildland-Urban, the appendices are "optional". WE need to clarify our intentions -all, some, or none. If we plan some, which are they and we need to list them.

Proposed Policy 5 and Policy 13

WDFW requests being shown as a partner in the ordinance.

This is reasonable as the critical areas, vegetation, habitat, and streams within City ownership would benefit from WDFW expertise.

Proposed Policy 6,8, and 9

WDFW be consulted in advance of firewising on city owned land for review and consultation. Especially critical areas and habitat to ensure protection of the functionality of the involved ecosystems.

Proposed Policy 7

This request is to request development regulations adjacent to public lands provide adequate buffering space without impacting public lands.

There are no publicly owned lands adjacent the City of Cle Elum

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Fax: (509) 674-4097
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**KITTITAS COUNTY
DEPARTMENT OF PUBLIC WORKS**

Mark R. Cook, PE Director



April 13, 2023

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

RE: 2022 Comprehensive Plan Amendments

Dear Planning Official:

Kittitas County Department of Public Works is submitting written comments on the City of Cle Elum's proposed "2022 Annual Comprehensive Plan/Development Regulations Update, Notice of Extended Public Review and Comment Period/Likely SEPA Threshold Determination of Non-Significance March 30, 2023". Thank you for the notice of extension allowing public comment until April 21, 2023.

We note with interest that the proposed 2022 City Comprehensive Plan Amendments address a potential new goal: "Actively protect the city from risk of wildfires". While we concur with the city on the need to actively address wildland fires issues in Upper Kittitas County, we are disappointed to learn the city has declined to address the issue of weekend traffic mitigation. Last fall, we asked the city to consider amending the existing traffic element of the city's comprehensive plan allowing for traffic mitigations resulting from weekend impacts. Our request was driven by the lack of weekend traffic mitigation required by the city following Sun Communities 47 Degrees North proposal – subsequently withdrawn by the applicant. Learning that the applicant was likely to reapply in 2023, we asked the city to amend two existing policies in the city's traffic element: policy T-8 and policy T-23. Having received no response from city planning consultants or staff, I requested the Board of County Commissioners send a letter to the city with the same request (September 19, 2022, Board of County Commissioners to the Honorable Jay McGowan, Mayor). Additionally, the city council was copied on the September 19, 2022, letter.

As we are currently working with the city commenting on the recently submitted re-application by Sun Communities, we see significant impacts to the county's transportation network resulting from Sun's proposal on weekend traffic levels of service. We encourage the city to insist on developer mitigation resulting from proposed traffic generation adversely impacting the county's transportation system on weekends.

411 N. Ruby St, Suite #1
Ellensburg, WA 98926

TEL (509) 962-7523
FAX (509) 962-7663

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



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

Dept. of Public Works
Page 2

Sincerely,

A handwritten signature in blue ink, appearing to read "Mark R. Cook", is written over the word "Sincerely,".

Mark R. Cook, PE
Director

C: Board of County Commissioners

Attachment: September 19, 2022 Letter from the Board of County Commissioners

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Ellensburg, WA 98926

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Fax: (509) 674-4097
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Public Comments from April 4, 2023, Public Hearing

City of Cle Elum Planning Commission comments
My name is **Phil Hess**; I reside at 4650 Airport Rd.

PH 4-4-2023

In my opinion the City should take leadership and expand our role to include all land use and growth management planning issues in upper Kittitas County – of which there are many.

Too me, there is a huge disconnect between multiple planning authorities & jurisdictions driving how our community will look 20-30-40 years into the future.

In my view, we should pause consideration of future developments until such time as we have a professionally prepared Master Plan with a vision of what the upper county should look like in the future.

The current structure of the various planning commissions and approval processes is leading us into an assortment of projects disconnected with developing a fire adapted community and long range transportation and emergency services planning.

In my view, we should consider a consolidation of the multiple planning authorities/jurisdictions into a single Growth Management Authority to implement the professionally prepared Master Plan. This is not a new idea – it has been done successfully in other locations.

In the meantime, for projects already being proposed, I suggest the Planning Commission recommend Impact fees with provisions for escalation as build out occurs to cover future vegetation management for fire resiliency, transportation, school, and emergency services: fire, EMS, law enforcement, emergency evacuation planning.

The alternative is continuation of developer-driven land use changes with little regard to the future. The Growth Management Act, as applied here, is dysfunctional in my opinion.

The City of Cle Elum planning commission is uniquely positioned to help drive land use planning in away that our landscapes & communities we have been privileged to enjoy are attractive to those who follow us.

Sounds NIMBY-like, but at some point the inevitable growth has to be planned better than the processes now in place, in my opinion.

Thank-you,
Phil Hess

Public Comments from April 4, 2023, continued...

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119 West First Street
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Ingrid Vimont, Hospital District, reiterated Hess's earlier comments regarding coordinating our efforts with various agencies.

Rose Beaton, Doctoral Student studying wildfire and a DNR Resiliency Coordinator, commended the commission for taking an active approach. She noted support for better integration of language.

Public Comments from June 6, 2023, Public Hearing Continued

I am here to speak in support of adopting Wildfire Safety/Fire Resiliency amendments to the City Comprehensive Plan

My name is **Phil Hess**; I reside at 4650 Airport Rd.

This is a significant first step to providing City Leaders, (now and in the future) with the tools they need to assure that we pass on a green forested landscape to those that follow us.

We must continue to acknowledge that we live in a high fire risk area. In the State of WA, on a scale of 1 to 100 Kittitas County ranks 92 in terms of fire risk (Headwaters Economics, Jan 2022)

Also, it is important to recognize that land use, growth management planning, transportation planning, emergency service planning are all closely inter-connected to these fire resiliency comprehensive plan amendments.

Now, within the next year we should adopt into code detailed requirements for new construction defensible space and outward from defensible space. This code should provide for periodic inspections, under the direction of the City Fire Chief, to assure that vegetation is maintained as prescribed in the initial building permit.

For existing homes and structures from 4th Street north the code should include a system to identify at risk properties, together with a notification system alerting them for the need of corrective action. This notification system is to be developed and carried out under the direction of the City Fire Chief.

This is not new stuff. Your Fire Chief is already on top of this, and you need to make sure he has the tools he needs in Ord or Code.

Managing vegetation for fire resiliency is not a one time fix. It is a continual process with entries every 5 to 10 years. We chose to live in the forest, and we must accept this responsibility; and Obligation

At the same time we need to plan for Emergency Evacuation -- this is being addressed in the Cle Elum Fire Dept Strategic Plan BUT there should also be strongly worded language in

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119 West First Street
Cle Elum, WA 98922



Phone: (509) 674-2262
Fax: (509) 674-4097
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the Comp plan, Ordinance or Code (wherever it belongs) that provides for evacuation tabletop exercises every 5 years as we experience an influx of newcomers.

For example, this year we should plan for Evacuation tabletop exercises for the urban/rural sprawl that is occurring on the ridge north of town. These are all one way in and one way out routes tributary to Stafford, Montgomery, and Columbia streets. We need to look ahead 10-20-30-40 years from now. Not just 2024. There will be potentially 1300 homes at build out tributary to these 3 City streets. Just image people trying to escape the fire with first responders trying to bring apparatus up those same routes to fight the fire. Who was the visionary that created this situation

In the event of worst-case scenario Evacuation, we need to acknowledge that the Bullfrog Road / 903 roundabout will be a bottleneck as well as the Suncadia Trail circle on BF road. BF road & I-90 west bound will be plugged up at exit 80.

This will result in 903 traffic and BF flats traffic continuing east bound on 903 to Cle Elum 2nd street-- Then what? Presumably this 903 traffic will be directed to Oaks (in Cle Elum) to access I-90 east bound or continue East through town to exit 85 and 970.

Can you imagine what this will look like 20 years from now when Suncadia/TC is built out plus whatever is going to be approved here in these chambers for BF Flats?

Not a pretty picture, nor a legacy that you will want to be associated with --- in my opinion.

Traffic flow will be compounded if the Horse Park requires simultaneous Evac which will also be into Cle Elum --- 1st and 2nd streets.

I believe we should plan for tabletop Evac exercise for this scenario. If County Emergency Management won't deal with this, then we should organize ourselves.

You may probably think all this is outside of your wheelhouse, but the Comp plan is where it is all connected --- which is in your wheelhouse.

We are way beyond expecting community volunteers to deal with the myriad of growth management planning issues in upper County.

It is time to bite the bullet and hire in-house professional expertise.

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



ITEM 9 B
Phone: (509) 674-2262
Fax: (509) 674-4097
www.cityofcleelum.com

**Firewise Amendments
Exhibit B**

New Goal: Actively protect the city from the risk of wildfires.

To achieve this Goal, the City of Cle Elum adopts and shall actively implement the following policies:

New Policy 1: *The City will actively participate in and support the Kittitas County Community Wildfire Protection Plan (CWPP) that has been developed and updated through the Kittitas Fire Adapted Communities Coalition and regional partners.*

New Policy 2: *The Cle Elum Fire Department, in partnership with all other local wildfire fire suppression entities, will continue to support mutual rapid responses to ensure that timely suppression actions are employed.*

New Policy 3: *The City hereby adopts the “National Cohesive Wildland Fire Management Strategy” (<https://www.forestsandrangelands.gov/strategy/thestrategy.shtml>) to guide local efforts to address the challenges associated with:*

- a. The management of vegetation and fuels for wildfires.*
- b. The protection of lives and property.*
- c. Managing the potential for human-caused ignitions; and*
- d. Effectively and efficiently responding to fires.*

New Policy 4: *The City shall adopt the “2021 International Wildland-Urban Interface Code (IWUIC)” in its entirety, that is within the International Uniform Building Code and provide examples of fire-resistant construction (See <https://codes.iccsafe.org/content/IWUIC2021P1/arrangement-and-format-of-the-2021-iwuic>).*

New Policy 5: *The City, in partnership with the Kittitas County Fire Districts, Kittitas County Departments, the City of Roslyn, and the Town of South Cle Elum (aka “Regional Partners”), will prepare, adopt, and implement consistent development standards focused on minimizing the risk of wildfires. Areas of special emphasis should include, but is not limited to:*

- a. Properties along the I-90 corridor.*
- b. Large parcels under common ownership within the City limits, the Cle Elum UGA, and nearby properties.*
- c. Forested properties.*
- d. Properties that contain environmentally sensitive areas, parks, open space, and required buffer areas.*
- e. Areas identified as high or extreme fire hazard including debris created as a part of land clearing or timber harvest.*



New Policy 6 The City will apply “firesafe” vegetation management principles to City-owned properties on an ongoing basis. This shall include such measures as:

- a. Fuels reduction.
- b. Fire resistive landscaping.
- c. Vegetation maintenance.
- d. Implement program to collect biomass from citizens to give a cost-effective way for citizens of the city to eliminate extra biomass.

New Policy 7: The City will engage and encourage state and federal agencies, and non-profit organizations that own or manage tracts of forested land to recognize the increasing risk of wildfires and to prepare and implement land stewardship plans that include measures to reduce the risk of wildfires.

New Policy 8: The City will require that the owners of forested property suitable for development prepare and implement a stewardship plan focusing on vegetation management that maintains fire resiliency to minimize wildland fire behavior. These plans should include primary and secondary egress, street standards that allow large emergency vehicle access, fire resistant vegetation, including landscaping, tree species selection and density, and greenbelt locations.

New Policy 9: The City and its Regional Partners will establish uniform standards for ingress and egress, emergency vehicle access, and evacuation routes as well as shared protocols for timely evacuation notification, traffic control, responder access, and emergency shelter plans for current and future development. This shall include, but is not limited to:

- a. A requirement that at least two means of effective ingress and egress for emergency vehicles in all seasons and weather conditions, as determined by local fire marshals, to include but not limited to load capacity, road grade and width, emergency vehicle turnaround, and street access shall be provided and maintained by project sponsors in areas where 30 or more residences exist or can be developed. If access road is blocked or is otherwise unusable for any reason, there shall be an alternate route for emergency vehicles to access and safely return to their stations, and for residents to escape. No new developments shall be approved that do not permit emergency vehicle access or the evacuation of residence under any circumstances.

New Policy 10: The City, in consultation with its Regional Partners and the Washington State Department of Natural Resources, will develop and implement protocols to ensure that all development activities in and near forested areas are conducted in accordance with Industrial Fire Precaution Levels as determined by the Washington State Department of Natural Resources (DNR). This shall include, but is not limited to, compliance with the DNR Handbook on Forest Fire Protection published October 2018, and as may subsequently be amended.

New Policy 11: The City in consultation with its Regional Partners, will continue to enforce fireworks bans and open burning rules and restrictions and seek a consistent approach to manage risks associated with those activities.

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



ITEM 9 B
Phone: (509) 674-2262
Fax: (509) 674-4097
www.cityofcleelum.com

New Policy 12: *The City will adopt and implement standards for wildland fire suppression training and certification. First responders should have adequate training, personal protective equipment, and appropriate wildland firefighting equipment to safely engage in any suppression action.*

New Policy 13: *Within one year of the adoption these wildfire policies, City Staff, in consultation with the Firewise Advisory Committee and the City Planning Commission, shall prepare and present for City Council approval:*

- a. *Defensible space standards for new developments utilizing the three vegetation management zones of 0-5 feet, 5-30 feet, and 30- 100 feet or the property boundary, with management prescriptions for each zone.*
- b. *A requirement that building permits and land use approvals include a condition of approval that property owners shall maintain vegetation in accordance with City standards and shall schedule an inspection by the City Fire Department at least once every five years.*
- c. *A plan for the City Fire Department to conduct periodic wildfire risk assessments and to provide property owners with recommendations to maintain their property to be fire resistant along with and fire resistive construction and retrofits to help make the community safer.*

CITY OF CLE ELUM
WASHINGTON
ORDINANCE NO. 1646

ITEM 9 B

**AN ORDINANCE OF THE CITY OF CLE ELUM,
WASHINGTON, ADOPTING FINDINGS OF FACT,
AMENDING THE COMPREHENSIVE PLAN TO ADD TO
THE “GOALS AND POLICIES” TO FURTHER PROTECT
THE CITY FROM THE THREAT OF WILDFIRES;
PROVIDING FOR SEVERABILITY; AND ESTABLISHING
AN EFFECTIVE DATE.**

WHEREAS, the City of Cle Elum (“City”) has adopted and has been implementing a Comprehensive Plan and Development Regulations in accordance with the provisions of the Washington State Growth Management Act – Chapter 36.70a RCW; and

WHEREAS the City periodically solicits proposals to amend the Comprehensive Plan; and

WHEREAS, in 2022 the Cle Elum Fire Advisory Committee submitted an application during the annual docketing process with proposed amendments to the Cle Elum Comprehensive Plan to further protect the City from the threat of wildfires; and

WHEREAS the application was accepted for docketing and was referred to the City Planning Commission for review and for recommendation to the City Council; and

WHEREAS, the Planning Commission reviewed the proposed amendments and in consultation with the Fire Advisory Committee further refined the proposed amendments; and

WHEREAS, a State Environmental Policy Act (“SEPA”) Checklist was prepared for the proposed amendments; and

WHEREAS, an integrated Notice of Public Review and Comment Period/Public Hearing and Likely SEPA Threshold Determination was published on March 16, 2023; and

WHEREAS a revised Notice of Public Review and Comment Period/Public Hearing and Likely SEPA Threshold Determination that extended the public comment period was published on March 30, 2023; and

WHEREAS the City received a comment letter from the Washington State Department of Fish and Wildlife who proposed minor amendments to several of the proposed policies; in which the Planning Commission considered and incorporated; and

WHEREAS the Planning Commission held a public hearing on April 4, 2023, and continued the hearing to June 6, 2023, to obtain public comments on the proposed amendments; and

WHEREAS, the Planning Commission reviewed all comments received and in response prepared additional revisions to the proposed amendments; and

WHEREAS, on May 25, 2023, the City issued a Determination of Non-Significance on the proposed amendments to the Comprehensive Plan; and

WHEREAS, the Planning Commission received additional testimony regarding the extreme threat that wildfires present to the public health and safety and the importance of a coordinated regional strategy to reduce the risk; and

WHEREAS, the Planning Commission prepared a record of their proceedings and forwarded it to the City Council with a recommendation to adopt the proposed amendments to the Comprehensive Plan which is attached hereto as Exhibit A and incorporated herein by this reference; and

WHEREAS the City Council received the recommendation from the Planning Commission and the Fire Advisory Committee at its June 12, 2023, meeting; and

WHEREAS, the amendments will provide the framework for regional discussions on reducing the risk of wildfires and the adoption of uniform standards; and

WHEREAS, the adoption of the amendments is in the public interest.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CLE ELUM, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Findings of Fact. The City Council adopts as findings of fact the recitals set forth above, which are incorporated herein by this reference.

Section 2. Amendments to the Cle Elum Comprehensive Plan. The Goals and Policies in the City of Cle Elum Comprehensive Plan are hereby amended to include the Goal and Policies in substantially the same form as set forth in Exhibit B and incorporated herein by this reference.

Section 3. Severability. Should any portion of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, such decision shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 4. Effective Date. This Ordinance shall be published in the official newspaper of the City and shall take effect and be in full force five (5) days after the date of publication.

ADOPTED BY THE CLE ELUM CITY COUNCIL AT A REGULAR MEETING
THEREOF ON THE 10th of JULY 2023.

CITY OF CLE ELUM

Jay McGowan, Mayor

ATTEST/AUTHENTICATED:

Debbie Lee, City Clerk

APPROVED AS TO FORM:

Alexandra Kenyon, City Attorney

Date of Publication: _____

Effective Date: _____

ITEM 9 C

CITY OF CLE ELUM
Planning Department

AGENDA STAFF
REPORT

AGENDA DATE:	July 10, 2023
ACTION REQUESTED:	Second Reading of Inland Franchise Agreement Ordinance
BACKGROUND:	On May 9, 2023, the city received a request from Inland Telephone Company, who is interested in obtaining an official franchise agreement to continue providing telecommunications services within the city. Inland has been providing service in the city for over 20 years and it is an oversight by both parties to not have an official FA in place. The following is a presentation on the draft ordinance of the Franchise Agreement for review.
INTERACTION:	Negotiations were conducted by City Legal on behalf of the city
RECOMMENDATION:	To approve the proposed ordinance; adoption
HANDLING:	City Clerk, Council
ATTACHMENTS:	Draft Ordinance, Inland Telephone Company
LEAD STAFF:	Colleda Monick, HLA

ORDINANCE NO. 1645

AN ORDINANCE OF THE CITY COUNCIL OF CLE ELUM, WASHINGTON, GRANTING TO INLAND TELEPHONE COMPANY DBA "INLAND NETWORKS," A WASHINGTON CORPORATION, A NON-EXCLUSIVE FRANCHISE TO OPERATE AND MAINTAIN A TELECOMMUNICATIONS NETWORK WITHIN THE CITY OF CLE ELUM, WASHINGTON, AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, Inland Telephone Company, a Washington Corporation (hereinafter "Grantee") has been operating a telecommunications system and providing telecommunication services within the city limits of Cle Elum, Washington, for over twenty (20) years and has applied to the City of Cle Elum (hereinafter "City") for a non-exclusive franchise for the right of entry, use, and occupation of public right(s)-of-way within the City, to install, construct, erect, operate, maintain, repair, relocate and remove its facilities in, on, over, under, along and across those right(s)-of-way (hereinafter "Franchise"); and

WHEREAS, Grantee has requested that the City Council grant a non-exclusive franchise for the purposes of operating and maintaining a telecommunications system; and

WHEREAS, the City Council has the authority to grant franchises for the use of its streets and other public properties pursuant to RCW 35A.47.040; and

WHEREAS the City is willing to grant the rights requested by Grantee subject to certain terms and conditions, which are acceptable to both parties; and

WHEREAS the City desires to enter into a franchise for the construction, operation and maintenance of a telecommunications system with Grantee on the terms and conditions set forth herein; and

WHEREAS, following proper notice, the City Council held a public hearing on Grantee's request for a Franchise on June 26, 2023, at which time representatives of Grantee and interested citizens were able to be heard in a full public proceeding affording opportunity for comment by any and all persons desiring to be heard; and

WHEREAS, from information presented at such public hearing, and from facts and circumstances developed or discovered through independent study and investigation, the City Council now deems it appropriate and in the best interest of the City and its inhabitants that the Franchise be granted to Grantee.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CLE ELUM, WASHINGTON, DOES ORDAIN as follows:

Section 1. Definitions

When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Words not defined herein shall be given their common and ordinary meaning. The word "shall" is always mandatory and not merely directory.

"Affiliate," when used in connection with Grantee, means any person who owns or controls, is owned or controlled by, or is under common ownership or control with Grantee.

"Customer" means a person or user of the Telecommunications System who lawfully receives services therefrom with Grantee's express permission.

"Emergency" means a condition of imminent danger to the health, safety or welfare of persons or property located within the City.

"FCC" means the Federal Communications Commission or successor governmental entity thereto.

"Franchise Area" shall mean the present physical boundaries of the City, and any additions thereto by annexation or other legal means.

"Gross revenues" means revenues related to and generated by the Telecommunications Services offered by Grantee, without deduction for expense, in the Franchise Area. All such revenue remains subject to applicable Federal Communications Commission rules and regulations, which exclude revenues from internet access services while prohibited by law.

"Information Service" means the offering of a capability for generating, acquiring, storing, transforming, processing, retrieving, utilizing, or making available information via telecommunications, and includes electronic publishing, but does not include any use of any such capabilities for the management, control, or operation of a telecommunications system or the management of a telecommunications service (as provided in 47 U.S.C. Section 153(24)).

"Maintenance" or "Maintain" shall mean examining, testing, inspecting, repairing, maintaining and replacing Grantee's facilities or any part thereof as required and necessary for safe operation.

“Person” means any natural person or any association, firm, partnership, joint venture, corporation, limited liability company or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the City.

“Relocation” means permanent movement of Grantee’s facilities required by the City, and not temporary or incidental movement of such facilities.

“Right-of-Way” shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, drive, circle or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or easements dedicated for compatible uses. Right-of-Way shall also mean any easement now or hereafter held by the City within the Franchise Area for the purpose of public travel, or for utility or public service use and shall include other easements or rights-of-way as shall within their proper use and meaning entitle Grantee to the use thereof for the purposes of installing, operating, and maintaining Grantee’s Telecommunications System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, attachments, and other property as may be ordinarily necessary and appurtenant to the Telecommunications System.

“State” means the State of Washington.

“Telecommunications” means the transmission, between or among points specified by the user, of information of the user’s choosing, without change in the form or content of the information as sent and received (as provided in 47 U.S.C. Section 153(50)).

“Telecommunications network” means the infrastructure owned by Grantee utilizing one or more facilities located within the City’s rights-of-way, including but not limited to, lines, poles, anchors, wires cables, conduit, laterals and other appurtenances necessary and convenient to the provision of access to the internet and telecommunications service.”

“Telecommunications Service” means the offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used (as provided in 47 U.S.C. Section 153(53)).

“Telecommunications System” means the facilities used to offer Telecommunications Services or Information Services to the public.

Section 2. Grant of Right to Use Right(s)-of-Way.

A. Subject to the terms and conditions stated herein, the City grants to Grantee permission to enter, use, and occupy the Right(s)-of-Way throughout the Franchise Area.

B. Grantee is authorized to install, construct, erect, operate, maintain, upgrade, relocate, remove and repair facilities and equipment, and all necessary appurtenances thereto for its Telecommunications System to provide Telecommunications and Information Services in, along, under and across the Right(s)-of-Way in the Franchise Area.

C. This Franchise does not authorize the use of the Franchise Area for any facilities or services, other than Grantee's facilities and services, and it extends no rights or privilege relative to any facilities or services of any type, including Grantee's facilities and services, on public or private property elsewhere within the City.

D. This Franchise is non-exclusive and does not prohibit the City from entering into other agreements, including franchises, impacting the Franchise Area, unless the City determines that entering into such agreements interferes with Grantee's rights set forth herein.

E. This Franchise does not waive any rights that the City has or may hereafter acquire with respect to the Franchise Area or any other City streets or Rights-of-Way or any portions thereof. This Franchise shall be subject to the power of eminent domain, and in any proceeding under eminent domain, Grantee acknowledges its use of the Franchise Area shall have no value.

F. The City reserves the right to change, regrade, relocate, abandon, or vacate any Right-of-Way within the Franchise Area.

G. Grantee agrees that its use of the Franchise Area shall at all times be subordinate to and subject to the City and the public's need for municipal infrastructure, travel, and access in the Franchise Area. If, at any time during the term of this Franchise, the City vacates any portion of the Franchise Area containing Grantee facilities, the City shall reserve an easement for public utilities within that vacated portion, pursuant to RCW 35.79.030, within which Grantee may continue to operate any existing Telecommunications System of Grantee under the terms of this Franchise.

H. This Franchise shall not be interpreted to prevent the City from imposing additional lawful conditions, including compensation conditions for use of the Right-of-Way, should Grantee provide cable services, as defined under federal law.

I. This Franchise is intended to convey limited rights and interests in the Right-of-Way. It is not a warranty of title or interest in any Right-of-Way; it does not provide Grantee with any interest in any particular location within the Right-of-Way; and it does not confer rights other than as expressly provided in the grant hereof.

J. No rights shall pass to Grantee by implication. Without limiting the foregoing, by way of example and not limitation, this Franchise shall not include or be a substitute for:

Ordinance No. 1645

DATE

Page 4 of 22

1. Any other permit or authorization required for the privilege of transacting and carrying on a business within the City that may be required by the ordinances and laws of the City;

2. Any permit, agreement, or authorization required by the City for Right-of-Way users in connection with operations on or in the Right-of-Way or public property including, by way of example and not limitation, street cut permits; or

3. Any permits or agreements for occupying any other property of the City or private entities to which access is not specifically granted by this Franchise including, without limitation, permits and agreements for placing devices on poles, in conduits or in or on other structures.

Section 3. Term of Agreement

A. This Franchise, unless sooner terminated or extended, shall run for a period of five (5) years, starting from the effective date of this Ordinance.

B. Renewal Option of Term. Grantee may renew this Franchise for an additional five (5) year period upon submission and approval of the application for such renewal by the City and subject to any modifications of the Franchise at that time. Any materials submitted by Grantee for a previous application may be considered by the City in reviewing a current application, and Grantee shall only submit those materials deemed necessary by the City to address changes in Grantee's facilities or services, or to reflect mutually agreeable modifications to the Franchise.

C. Failure to Renew Franchise – Automatic Extension. If the parties fail to formally renew this Franchise prior to the expiration of its term, the Franchise automatically continues month to month until renewed or until either party gives written notice at least one hundred eighty (180) days in advance of its intent not to renew the Franchise to the other party.

Section 4. Acceptance of Franchise

A. This Franchise, and any rights granted hereunder, shall not become effective for any purpose unless and until Grantee files with the City Clerk (1) the Statement of Acceptance, attached hereto as Exhibit "A," and incorporated herein by reference, and (2) all verifications of insurance coverage and the financial guarantees specified in this Franchise.

B. Should Grantee fail to file the Franchise acceptance with the City Clerk within thirty (30) days after the effective date of the ordinance approving the Franchise, the City's grant of the Franchise will be voidable at the discretion of the City.

Section 5. Tax Liability and Records

A. Tax Liability. Grantee shall pay any and all taxes or other levies or assessments which are now or hereafter required to be paid by businesses in general by any law of the City, the State or the United States including, without limitation, sales, use and other taxes, business license fees or other payments.

B. Financial Records. Grantee agrees to meet with a representative of the City upon request to review Grantee's methodology of record-keeping and other procedures, the understanding of which are reasonably necessary for reviewing reports and records that are required by this Franchise.

Section 6. Construction and Maintenance

A. The City may inspect the manner of Grantee's work and require remedies as may be necessary to assure compliance. All lines, cables, fibers and conduits laid or installed under this Franchise shall be so located and placed as not to obstruct or interfere with any water pipes, drains, sewers or other structures or utilities already installed, and all such facilities shall be installed subject to the reasonable approval of the Public Works Director or his/her designee. Notwithstanding the foregoing, Grantee shall not be obligated to obtain a permit to perform emergency repairs but shall acquire one at its expense as soon as practicable thereafter.

B. To the extent consistent with any permit issued by the City, all facilities shall be located so as to cause minimum interference with the Right-of-Way and shall be constructed, installed, maintained, renovated or replaced in accordance with applicable rules, ordinances and regulations of the City, as they may be amended from time to time as consistent with construction standards generally accepted within the industry.

C. Grantee shall, at all times, employ professional care and shall install and maintain and use industry-standard methods for preventing failures and accidents that are likely to ~~cause~~ damage, injuries, or nuisances to the public. All structures and all lines, equipment, and connections in, over, under, and upon the Right-of-Way, wherever situated or located, shall at all times be kept and maintained in a safe condition. Grantee shall comply with all federal, State, and municipal safety requirements, rules, regulations, laws, and practices, and employ all necessary devices as required by applicable law during the construction, operation, maintenance, upgrade, repair, or removal of its facilities. Additionally, Grantee shall keep its facilities free of debris and anything of a dangerous, noxious, or offensive nature (for example, graffiti) or which would create a hazard or undue vibration, heat, noise, or any interference with municipal services. By way of illustration and not limitation, Grantee shall also comply with the applicable provisions of the National Electrical Code, National Electrical Safety Code, FCC regulations, and Occupational Safety and Health Administration (OSHA) Standards. Upon reasonable notice to Grantee, the City reserves the right to inspect the facilities to evaluate if they are constructed and maintained in a safe condition.

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D. Grantee, at its own expense shall repair and replace any disturbed paving or surface in accordance with the City's standard specifications for street construction subject to the reasonable approval of the Public Works Director or his/her designee.

E. Grantee, upon issuance of permits by the City, shall have the authority to microtrench in the construction of Grantee's Telecommunications System. Issuance of permits is a prerequisite for Grantee's ability to microtrench anywhere in the City. Regular installation and maintenance shall be scheduled so as to accommodate ongoing or previously completed work in or near the Right-of-Way, such as protection of newly planted turf or other vegetation, installed asphalt, streets or sidewalks. In order to avoid such situations, Grantee shall, if practicable, provide notice of the planned work at least forty-eight (48) hours in advance and coordinate with the City to develop a mutually acceptable schedule for such work.

F. If, during the course of work, Grantee disturbs or causes damage to or alters any Right-of-Way or other public or private property, Grantee shall promptly replace, repair or restore such Right-of-Way or other public or private property, at Grantee's expense, to a condition equal to or better than the condition that existed immediately prior to such disturbance, damage or alteration within forty-eight (48) hours.

G. Upon reasonable request by the City, Grantee agrees to provide geographic information system ("GIS") mapping layers and As Built and strand maps or similar records kept in its usual course of business to the City. Said information may be provided either in hard copy or electronic format, in the data format regularly maintained by Grantee.

H. Nothing in this Franchise shall be construed to prevent the City from constructing, maintaining, repairing, or relocating its sewers, streets, water mains, sidewalks, or other public property. However, before commencing any work within a Right-of-Way that may affect Grantee's facilities, the City shall give written notice to Grantee, and all such work shall be done, insofar as practicable, in such a manner as not to obstruct, injure, or prevent the free use and operation of Grantee's facilities.

I. In order to minimize disruption to vehicular traffic and inconvenience to the public and protect the public interests in connection with permitted uses of the Right-of-Way, which have limited capacity, conduit sharing and other collocation solutions are encouraged and shall be utilized to the extent they are technically and economically feasible. Grantee agrees, wherever technically and economically feasible, that it will endeavor to collocate its facilities and cooperate with the City in placing innerduct conduit within the Right-of-Way and in sharing unused space within underground conduits owned by Grantee and the City. At any time that the City or Grantee intends to install new underground conduit or replace existing underground conduit in the Right-of-Way, such party shall endeavor to provide the other party with forty-five (45) days advance written notice in order to permit the additional contemporaneous installation of innerduct conduit

for potential collocation. If either party desires additional innerduct conduit to be installed, it will so notify the other party. The party providing such notice shall be responsible for the additional incremental expense for installing additional innerduct conduit. The parties agree that such conduit or innerduct conduit jointly occupied or used by the City may not be sold or leased by the City to third parties for the provision of competitive services.

J. Grantee shall apply for, obtain, pay for and comply with the terms of all permits required under applicable City Code provisions for any work done in the Right-of-Way. Grantee shall comply with all other applicable City, State, and federal codes, rules, regulations, and orders in undertaking such work, which shall be done in a thorough and proficient manner.

K. Grantee agrees to coordinate its activities with the City and all other utilities located within the Right-of-Way within which Grantee is undertaking its activity. The City agrees to coordinate its activities with Grantee within the Right-of-Way within which Grantee has placed its Telecommunications System or is undertaking its activities.

L. The City expressly reserves the right to prescribe how and where Grantee's facilities shall be installed within the Right-of-Way and may from time to time, pursuant to the applicable sections of this Franchise, require the removal, relocation and replacement thereof in the public interest and safety at the expense of Grantee.

M. Before commencing any work within the Right-of-Way, Grantee shall comply with all of the provisions of the Washington Utility Notification Center - Washington 811, to identify and protect existing utility infrastructure.

N. Upon prior written approval of the City and in accordance with City ordinances, Grantee shall have the authority to reasonably trim trees upon and overhanging streets, Rights-of-Way, and places in the Franchise Area so as to prevent the branches of such trees from coming in physical contact with Grantee's facilities. Grantee shall be responsible for debris removal from such activities. If such debris is not removed within twenty-four (24) hours of completion of the trimming, the City may, at its sole discretion, remove such debris and charge Grantee for the cost thereof.

O. Grantee's contractors of any tier shall be licensed and bonded in accordance with State law and the City's ordinances, regulations, and requirements. Work by contractors (of any tier) is subject to the same restrictions, limitations, and conditions as if the work were performed by Grantee. Grantee shall be responsible for all work performed by its contractors (of any tier) and others performing work on its behalf as if the work were performed by Grantee and shall ensure that all such work is performed in compliance with this Franchise and applicable law.

P. Grantee shall not introduce or use any hazardous substances (chemical or waste) in the Right-of-Way, in violation of any applicable law or regulation, nor shall Grantee allow any of its agents, contractors (of any tier), or any person under its control

to do the same. Grantee will be solely responsible for and will defend, indemnify and hold the City, its agents, employees, officers, and officials harmless from and against any and all claims, costs and liabilities including reasonable attorneys' fees and costs, arising out of or in connection with the cleanup or restoration of the property associated with Grantee's use, storage, or disposal of hazardous substances, whether or not intentional, and the use, storage or disposal of such substances by Grantee's agents, contractors, or other persons acting under Grantee's control, whether or not intentional.

Q. Grantee attests that any work already completed before the execution of this Franchise is in compliance with the requirements of this Franchise.

Section 7. Repair and Emergency Work

In the event of an emergency, Grantee may commence such repair and emergency response work as required under the circumstances, provided that Grantee shall notify the City in writing as promptly as possible, before such repair or emergency work commences, or as soon thereafter as possible, if advance notice is not practical. The City may act, at any time, without prior written notice in the case of an emergency but shall notify Grantee in writing as promptly as possible under the circumstances.

Section 8. Damages to City and Third-Party Property

Grantee agrees that if any of its actions under this Franchise impair or damage any Right-of-Way, property, survey monument, or property owned by a third-party, Grantee will restore, at its own cost and expense, said property to a safe condition. Such repair work shall be performed and completed to the satisfaction of the Public Works Director.

Section 9. Location Preference

Any structure, equipment, appurtenance, or tangible property of a utility, other than property of Grantee's, which was installed, constructed, completed or in place prior in time to Grantee's application for a permit to construct or repair Grantee facilities under this Franchise shall have preference as to positioning and location with respect to Grantee's facilities. However, to the extent that Grantee's facilities are completed and installed prior to a utility's submittal of a permit for new or additional structures, equipment, appurtenances, or tangible property, then Grantee's facilities shall have priority. These rules governing preference shall continue in the event of the necessity of relocating or changing the grade of any City street or Right-of-Way. A relocating utility shall not necessitate the relocation of another utility that otherwise would not require relocation. This Section shall not apply to any City facilities or utilities that may in the future require the relocation of Grantee's facilities which shall be governed by the relocation provisions of this Franchise. No location of any of Grantee's Facilities shall give rise to a vested interest in public property.

Section 10. Grantee Information

A. Grantee agrees to supply, at no cost to the City, any information reasonably requested by the City to coordinate municipal functions with Grantee's activities and fulfill any municipal obligations under State law.

B. The parties understand that State law limits the ability of the City to shield from public disclosure any information given to the City. Accordingly, the City agrees to notify Grantee of requests for public records related to Grantee, and to give Grantee a reasonable amount of time to obtain an injunction to prohibit the City's release of records, if it appears that such public records may contain confidential information. Notice will not be provided for records that are clearly non-exempt from disclosure including but not limited to copies of this Franchise, drafts of this Franchise, and records related to the execution of this Franchise.

C. Grantee shall defend, indemnify and hold harmless the City for any loss or liability for fines, penalties, damages and costs (including attorneys' fees and expenses) imposed on the City because of non-disclosures requested by Grantee under Washington's Public Records Act, provided the City has notified Grantee of the pending request.

Section 11. Relocation and Abandonment of Grantee's Facilities

A. Relocation. In accordance with Washington State law, Grantee shall, at no expense or liability to the City (except as may be required by RCW Chapter 35.99.060), relocate, reroute or remove any of Grantee's facilities, property or equipment located in a Right-of-Way when required by the City consistent with its police powers (for example, without limitation, by reason of traffic conditions, public safety, Right-of-Way vacation, Right-of-Way construction, change or establishment of Right-of-Way grade, installation of sewers, drains, gas or water pipes, or any other types of structures or improvements by the City for public purposes). Except during an emergency, the City shall provide reasonable notice to Grantee of its need to relocate that is commensurate with the complexity of the project, but not less than sixty (60) days, and allow Grantee an opportunity to perform such action. Following notice by the City, Grantee shall relocate, remove, reroute, replace, modify or disconnect any of its facilities or equipment within any Right-of-Way, or on any other property of the City. If the City requires Grantee to relocate its facilities located within the Right-of-Way, the City shall provide Grantee with an alternative location within the Right-of-Way.

Excluding circumstances or events outside of its reasonable control, if Grantee fails to complete this work within the time prescribed to the City's reasonable satisfaction, the City may cause such work to be done at Grantee's reasonable cost and expense; and provided further that the City shall not be liable for any damage to any portion of the Telecommunications System except to the extent caused by the negligence

of the City or its contractor. Within thirty (30) days of receipt of an itemized list of those costs, Grantee shall pay the City.

If a readjustment or relocation of Grantee's facilities is necessitated by a request from a party other than the City, Grantee may seek recourse against that other party to pay the actual costs thereof.

B. Temporary Changes for Other Permittees. At the request of any person holding a valid permit, upon reasonable advance notice, Grantee shall temporarily raise, lower or remove its facilities, property or equipment as necessary to permit the moving of a building, vehicle, equipment or other item. The expense of such temporary changes must be paid by the permit holder, and Grantee may require a reasonable deposit of the estimated payment in advance.

C. Alternatives to Relocation. Grantee may, after receipt of written notice requesting a relocation of its facilities, submit to the City written alternatives to such relocation. Such alternatives may include the use and operation of temporary transmitting facilities in adjacent Right-of-Way. The City shall promptly evaluate such alternatives and advise Grantee in writing if one or more of the alternatives is suitable. If requested by the City, Grantee shall promptly submit additional information to assist the City in making such evaluation. The City shall give each alternative proposed by Grantee full and fair consideration. In the event the City ultimately determines that there is no other reasonable alternative, Grantee shall relocate the components of the system as otherwise provided herein.

D. Discontinuing Use/Abandonment of System Facilities. Whenever Grantee intends to discontinue using any facility in the Right-of-Way, Grantee shall submit for the City's approval a complete description of the facility and the date on which Grantee intends to discontinue using the facility. Grantee may remove the facility or request that the City allow it to remain in place and to convey the same to the City through a letter of abandonment or bill of sale. Until such time as Grantee removes or transfers the facility, Grantee shall be responsible for the facility as if the facility were in active use and Grantee shall retain all liability for the facility during such time. If Grantee abandons its facilities, the City may provide Grantee with written notice of the City's desire to utilize such abandoned facilities, and Grantee shall then have sixty (60) days in which to respond with either assent to transfer such facilities to the City, or an affirmation that such facilities are not abandoned, in which case the facilities shall remain with Grantee. Upon assent by Grantee to the transfer of such facilities, the parties shall execute appropriate documentation to memorialize the transfer.

Section 12. Undergrounding

A. The parties agree that this Franchise does not limit the City's authority under federal law, State law, or local ordinance, to require the undergrounding of utilities. Any

such undergrounding requirement shall be imposed equally on all permit or franchise holders using the Right-of-Way to which such requirement applies.

B. Whenever the City requires the undergrounding of aerial utilities in the Franchise Area, Grantee shall underground its facilities in the manner specified by the City at no expense or liability to the City. Where other utilities are present and involved in the undergrounding project, Grantee shall only be required to pay its fair share of common costs borne by all utilities, in addition to the costs specifically attributable to the undergrounding of Grantee's facilities. Common costs shall include, for example, necessary costs for trenching and utility vaults. The fair share shall be determined in comparison to the total number and size of all other utility facilities being placed underground.

Section 13. Indemnification and Hold Harmless

A. Grantee shall defend, indemnify, and hold the City and its officers, officials, agents, employees, and volunteers harmless from any and all costs, claims, injuries, damages, losses, expenses, suits, or liabilities of any nature including attorneys' fees arising out of or in connection with Grantee's performance or omissions under this Franchise, except to the extent such costs, claims, injuries, damages, losses, expenses, suits, or liabilities are caused by the negligence of the City.

B. Grantee shall defend, indemnify and hold the City and its officers, officials, agents, employees, and volunteers harmless from any and all costs, claims, injuries, damages, losses, expenses, suits, or liabilities of any nature including attorneys' fees arising out of or in connection with any damage or loss to Grantee's facilities caused by maintenance and/or construction work performed by, or on behalf of, the City within the Franchise Area or any Right-of-Way, or other property, except to the extent any such damage or loss is directly caused by the negligence of the City.

C. If separate representation to fully protect the interests of both parties is or becomes necessary, such as a conflict of interest between the City and the counsel selected by Grantee to represent the City, Grantee shall pay, from the date such separate representation is required forward, all reasonable expenses incurred by the City in defending itself with regard to any action, suit or proceeding indemnified by Grantee. The City's expenses shall include all reasonable out-of-pocket expenses, such as consultants' and attorneys' fees, and shall also include the reasonable value of any services rendered by the City Attorney or her/his assistants or any employees of the City or its agents but shall not include outside attorneys' fees for services that are unnecessarily duplicative of services provided the City by Grantee.

D. The fact that Grantee carries out any activities under this Franchise through independent contractors shall not constitute an avoidance of or defense to Grantee's duty of defense and indemnification under this Section.

E. In the defense of any action subject to this Section, Grantee shall solely control the defense and any decision to settle any claim, which shall be at Grantee's sole expense and provided that the City is completely released in writing from any liability regarding the claim.

Section 14. Insurance

A. Grantee shall procure and maintain for the duration of this Franchise, and for one (1) year thereafter, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Grantee, its agents, representatives, or employees in the amounts and types set forth below:

1. Commercial General Liability insurance with limits no less than \$5,000,000 each occurrence, \$5,000,000 general aggregate and a \$5,000,000 products-completed operations aggregate limit. Coverage shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, products-completed operations, stop gap liability, and personal injury and advertising injury and liability assumed under an insured contract. There shall be no exclusion or modification of the Commercial General Liability insurance for liability arising from explosion, collapse, or underground property damage.

2. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles with a combined single limit for bodily injury and property damage of \$5,000,000 per accident. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.

3. Intentionally left blank.

4. Workers' Compensation coverage as required by the Insurance laws of the State of Washington.

5. Employers Liability insurance in the amount of \$2,000,000.

6. Umbrella or excess liability insurance in the amount of \$5,000,000.

B. Grantee's insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of Grantee's insurance and shall not contribute with it.

C. Grantee's insurance shall be endorsed to state that coverage shall not be canceled except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. If the insurance is canceled so as to be out of compliance with the requirements of this Franchise, Grantee shall provide a replacement policy.

D. All policies shall contain, or be endorsed so that the City, City Council, officers, officials, boards, employees and agents are to be covered as, and have the rights of, additional insureds under the policies.

E. Grantee's insurance shall apply separately to each insured against whom a claim is made, or lawsuit is brought, except with respect to the limits of the insurer's liability.

F. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for each insurance policy are to be on standard forms or such forms as are consistent with standard industry practices.

G. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

H. Grantee shall furnish the City with original certificates of insurance and a copy of amendatory endorsements before commencement of the work.

I. Any deductible of the policies shall not in any way limit Grantee's liability to the City.

J. Grantee shall have the right to self-insure any or all of the above-required insurance subject to prior, written approval by the City.

K. Grantee's maintenance of insurance as required by this Franchise shall not be construed to limit the liability of Grantee to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy to which the City is otherwise entitled at law or in equity.

Section 15. Generally Applicable Bonds/Performance Bond

A. Generally Applicable Bonds. During construction of the Telecommunications System, Grantee may be required to obtain bonds, such as generally applicable construction bonds, in accordance with State law and the City's published, non-discriminatory and ordinary policies and procedures to cover remedial work and restoration of the Right-of-Way. The bonds shall cover the cost of labor, materials and all other items associated with such work by geographic area (to be mutually determined between the City and Grantee) with the intention that the bond will apply only to projects covered by a permit until completion as opposed to covering the costs of construction for the entire Telecommunications System.

B. Performance Bond.

1. Grantee shall provide a performance bond in the amount of fifty thousand dollars (\$50,000) to ensure the faithful performance of its responsibilities under this Franchise and applicable law, including, by way of example and not limitation, its obligations to relocate and remove its facilities. The performance bond shall be in a standard industry form. Grantee shall pay all premiums or costs associated with maintaining the bond and shall keep the same in full force and effect at all times.

2. The bond shall not be canceled or materially altered so as to be out of compliance with the requirements of this Section without forty-five (45) days written notice first being given to the City. If the bond is canceled or materially altered so as to be out of compliance with the requirements of this Section within the term of this Franchise, Grantee shall provide a replacement bond.

3. After the giving of notice by the City to Grantee, and expiration of any applicable cure period, the performance bond may be drawn upon by the City for purposes that include, but are not limited to the following:

- a. Failure of Grantee to pay the City sums due under the terms of this Franchise.
- b. Reimbursement of costs borne by the City to correct Franchise violations not corrected by Grantee; and
- c. Damages assessed against Grantee as provided in this Franchise.

4. The City shall give Grantee written notice of any withdrawal under this Section upon such withdrawal. Within ten (10) days following receipt of such notice, Grantee shall restore and replenish the performance bond to the amount required under this Franchise. Grantee's maintenance of the performance bond shall not be construed to excuse unfaithful performance by Grantee or limit the liability of Grantee to the amount of the performance bond or otherwise limit the City's recourse to any other remedy available at law or in equity.

5. Grantee shall have the right to appeal to the City Council for reimbursement in the event Grantee believes that the performance bond was drawn upon improperly. After a determination by the City Council, Grantee shall also have the right of judicial appeal if Grantee believes the performance bond has not been properly drawn upon in accordance with this Franchise. Any funds the City erroneously or wrongfully withdraws from the performance bond shall be returned to Grantee with interest, from the date of withdrawal at a rate equal to the prime rate of interest as quoted in The Wall Street Journal on the date the City withdrew funds from the performance bond until the date the City returns the funds to Grantee.

Section 16. Successors and Assignees

A. All of the provisions, conditions and requirements herein shall be binding upon the permitted successors and assigns of Grantee, and all rights and privileges, as well as all obligations and liabilities of Grantee shall inure to its permitted successors and assigns as if they were specifically mentioned herein wherever Grantee is mentioned.

B. Neither this Franchise nor the Telecommunications System shall be leased, assigned or otherwise alienated in whole or in part without the express prior written consent of the City by ordinance, which consent shall not be unreasonably withheld. In the event such a transfer or assignment is part of a corporate transaction approved by the Washington Utilities and Transportation Commission ("WUTC"), the approval by the WUTC shall be deemed consent to the transfer or assignment from the City. Grantee shall notify the City as soon as practicable at the time of the filing of any petition with the WUTC in this regard.

C. Grantee and any proposed assignee or transferee shall provide and certify the following to the City not less than sixty (60) days prior to the proposed date of sale or transfer: (a) Complete information setting forth the nature, terms and conditions of the proposed assignment or transfer; (b) All information required by the City of an applicant for a Franchise with respect to the proposed assignee or transferee; and, (c) An application fee which shall be set by the City, plus any other costs actually and reasonably incurred by the City in processing and investigating the proposed assignment or transfer, such additional costs not to exceed \$7,500.

D. The proposed assignee or transferee shall file with the City a written agreement to unconditionally accept all of the terms of the Franchise, effective upon such transfer or assignment of the Franchise. The City is under no obligation to undertake any investigation of Grantee's state of compliance and failure of the City to insist on full compliance prior to transfer does not waive any right to insist on full compliance thereafter.

Section 17. Dispute Resolution

In the event of a dispute between the City and Grantee arising by reason of this Franchise, the dispute shall first be referred to the operational officers or representatives designated by the City and Grantee to have oversight over the administration of this Franchise. The officers or representatives shall meet within thirty (30) calendar days of either party's request for a meeting, whichever request is first, and the parties shall make a good faith effort to achieve a resolution of the dispute. If the parties fail to achieve a resolution of the dispute in this manner, either party may then pursue any available judicial remedies.

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A. If Grantee shall willfully violate or fail to comply with any of the provisions of this Franchise for any reason, including without limitation, through negligence, or should it fail to heed or comply with any directive given to Grantee under the provisions of this Franchise, the City will provide Grantee with written notice and an opportunity to cure the breach within thirty (30) days of notification. If the City determines the breach reasonably cannot be cured within thirty (30) days, the City may specify a longer cure period, and condition the extension of time on Grantee's submittal of a plan to cure the breach within the specified period, commencement of work within the original thirty-day cure period, and diligent prosecution of the work to completion. If the breach is not cured within the specified time, or Grantee does not comply with the specified conditions, the City may, at its discretion, either (1) revoke the Franchise with no further notification, or (2) claim liquidated damages of two hundred fifty dollars (\$250.00) per day against the performance bond set forth in this Franchise for every day after the expiration of the cure period that the breach is not cured, up to a maximum of \$5,000 per year.

B. Should the City determine that Grantee is acting beyond the scope of permission granted herein for Grantee's facilities or Grantee's services, the City reserves the right to cancel this Franchise and require Grantee to apply for, obtain, and comply with all applicable City permits, franchises, or other City permissions for such actions, and if Grantee's actions are not allowed under applicable federal, State or City laws, to compel Grantee to cease such actions through injunctive relief.

Section 19. Compliance with Laws and Regulations

This Franchise is subject to, and Grantee shall comply with, all applicable federal, State and City laws, regulations and policies, now existing or hereafter enacted. Grantee shall be subject to the police power of the City to adopt and enforce general ordinances necessary to protect the safety, health and welfare of the public.

Section 20. Damages Limitation

Notwithstanding any other provision of this Franchise, in no event shall either party be liable to the other for any special, incidental, indirect, punitive, loss of profits, loss of revenues, consequential or other similar damages.

Section 21. Notices

Written notices shall be sent postage prepaid, by certified mail, return receipt requested, to the following addresses, unless a different address shall be designated in writing and delivered to the other party.

City: City of Cle Elum - Mayor
119 West First Street
Cle Elum, Washington 98922

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Grantee:

Inland Telephone Company
P.O. Box 171
Roslyn, WA 98941
(509)649-2211
jbrooks@inlandnet.com

Section 22. Reimbursement and Franchise Fees

A. A fee shall be charged to Grantee that recovers actual administrative expenses incurred by the City that are directly related to receiving and approving permits and this Franchise, and to inspecting plans and construction, and, if necessary, for the preparation of a detailed statement pursuant to Chapter 43.21C RCW. The City's outside consultants' and attorneys' fees and expenses in preparing, negotiating and finalizing this Franchise shall be up to a cap of \$3,400.

B. No permits shall be issued for the installation of authorized facilities until such time as the City has received payment of this fee.

C. Grantee shall reimburse the City within thirty (30) days of submittal by the City of an itemized billing for reasonably incurred costs by project and task, for Grantee's proportionate share of all actual, identified expenses incurred by the City in altering, constructing, installing, maintaining, planning, or repairing any City facility as the result of the presence of Grantee's facilities in the Right-of-Way.

D. Grantee hereby warrants that its operations as authorized under this Franchise are, in part, those of a telephone business as defined in RCW 82.16.010, or service provider as referenced in RCW 35.21.860. As a result, the City will not impose a franchise fee under the terms of this Franchise, other than as described herein. The City hereby reserves its right to impose a franchise fee on Grantee if Grantee's operations as authorized by this Franchise change such that the statutory prohibitions of RCW 35.21.860 no longer apply, or if federal or other State statutory prohibitions on the imposition of any types of fees are removed. In such instance, the City also reserves its right to require that Grantee obtain a separate franchise as allowed by law. Nothing contained herein shall preclude Grantee from challenging any such new fee or separate agreement under applicable federal, State, or local laws.

E. Grantee stipulates and agrees that certain of its business activities may be subject to taxation as a telephone business and that Grantee shall pay to the City the rate applicable to such taxable services consistent with local, State and federal law; provided that the City has taken all lawful and required steps to impose such tax. The parties agree that nothing in this Franchise shall limit the City's power of taxation or ability to impose franchise fees, as may exist now or as later allowed under applicable law.

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Section 23. Miscellaneous

A. Force Majeure. Neither party shall be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged default occurred or was caused by a pandemic, epidemic, strike, riot, war, earthquake or other catastrophic act of nature, labor disputes or failure of electric service necessary to operate the Telecommunications System or other event that is reasonably beyond a party's ability to anticipate or control.

B. Entire Agreement. This Franchise represents the entire understanding and agreement between the parties hereto with respect to the subject matter hereof.

C. Severability. If any section, subsection, sentence, clause or phrase of this Franchise is for any reason declared invalid, in whole or in part, by any court, agency, legislative body, or other authority of competent jurisdiction, such declaration shall not affect the validity of the remaining portions hereof, all of which shall remain in full force and effect.

D. Modification. No provision of this Franchise shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the City and Grantee.

E. No Third-Party Beneficiaries. Nothing in this Franchise is intended to confer third-party beneficiary status on any member of the public or person to enforce the terms of this Franchise.

F. No Waiver of Rights. Nothing in this Franchise shall be construed as a waiver of any rights, substantive or procedural, the City or Grantee may have under federal or State law. Without limitation, the City specifically reserves all of its governmental immunities under federal, State and local law.

G. Governing Laws. This Franchise shall be governed, construed and enforced in accordance with the laws of the State of Washington and any other applicable local and federal laws, rules, regulations, legislation or orders (as such now exist, are later amended or subsequently adopted).

H. Venue. Venue for any judicial dispute shall be in Kittitas County Superior Court, unless the dispute is required to be heard in federal court by applicable law.

I. Attorneys' Fees. In the event any suit or other proceeding is instituted to enforce or interpret any provision of this Franchise, the prevailing party in any such action or suit shall be entitled to its attorneys' fees and costs, which shall be fixed by the judge hearing the case, and such fees shall be included in the judgment.

J. Headings. The section and subsection titles used herein are for reference purposes only and shall not be used to interpret this Franchise.

K. Cost of Publication. Grantee shall pay the cost of notice and publication of this Franchise.

Section 24. Severability

Should any portion of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, such decision shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 25. Effective Date

This Ordinance shall be published in the official newspaper of the City and shall take effect and be in full force five (5) days after the date of publication.

ADOPTED by the City Council of Cle Elum, Washington this ____ day of _____, 2023.

Mayor

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

Published: _____

EXHIBIT "A"

STATEMENT OF ACCEPTANCE

Inland Telephone Company, hereby accepts and agrees to be bound by all of the terms, conditions and provisions of the Franchise, subject to applicable law.

Inland Telephone Company

By: _____
Name: _____
Title: _____

Date: _____

Planning Department
STAFF REPORT

Resolution 2023-019
Stubbs Right-of-Way Vacation (VAC-2023-001)

AGENDA DATE: July 10th, 2023

ACTION REQUESTED: Pass Resolution 2023-019 setting the time/date of a public hearing regarding an ordinance to vacate public right-of-way.

BACKGROUND: On May 24, 2023, Jeff Stubbs submitted a Right-of-Way Vacation petition to vacate a portion of unimproved City right-of-way in the vicinity of Spansky Way and Deer Meadow Drive; and the proposed request was determined complete for processing on June 28th, 2023. The purpose of this right-of-way vacation is to remove unimproved land from the inventory of the City (public property). Upon final City Council approval of a Right-of-Way Vacation application, public right-of-way property then reverts to the adjacent neighboring properties.

The City of Cle Elum records indicate that the subject right-of-way was originally dedicated to the public by Fred and Nellie Steiner, on May 10, 1915.

The subject portion of right-of-way is unimproved. No curb, gutter, sidewalks, or asphalt are present. However, City of Cle Elum water currently uses this portion of right-of-way for existing utilities.

Per RCW 35.79.010, a Resolution must be passed to set the date/time for a public hearing to review a right-of-way vacation Ordinance. The date of the hearing shall be no less than 20 days and no more than 60 days from the date of the Resolution (*No later than August 28th, 2023, and no sooner than July 30th, 2023*).

The Resolution 2023-019 was reviewed by the Planning Department, Administrator, and City Attorney.

RECOMMENDATION: Authorize the Mayor to sign Resolution 2023-019 setting a time/date of a public hearing regarding an ordinance to vacate public right-of-way.

ATTACHMENTS:

Resolution 2023-019 and supporting documents presented to City Council July 10, 2023.

LEAD STAFF:

Colleda Monick, City Planner

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



PETITION TO VACATE A CITY RIGHT-OF-WAY

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

OFFICIAL USE ONLY	
Permit #:	VAC-2023-001
Staff Person:	VA
Fee Total:	\$1000.00
Associated Permits:	

TO THE CITY COUNCIL AND MAYOR:

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

Identification of Right-of-Way by name and/or Plat/Block: That portion of the 20' Alley?
located adjacent to and East of Lots 7 & 8, Steiner's Garden Tracts No. 3 (Book 3 of Plats, Page 20)

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

Date: 5/24/23

Property Owner Signatures:

[Signature]

Application Criteria¹	
1.	A cover letter indicating the names of the applicants, a description of the right-of-way and the reasons for its vacation.
2.	A map clearly indicating the subject right-of-way to be vacated and the adjoining property owners.
3.	A professional survey of the proposed vacation.
4.	Payment of a fee that is consistent with the City of Cle Elum's fee schedule.

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

May 23, 2023

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

RE: Petition to vacate a city right-of-way

Dear City of Cle Elum:

I wish to vacate a portion of the twenty foot (20') alley that is located adjacent to and East of Lots 7 & 8 of the Steiner's Garden Tracts No. 3 Plat (Book 3 of Plats, Page 20).

The Assessor's Parcel Number and Map Number for the said lots is 623134 (20-15-25055-0007) and is owned by Wildwood Ranch LLC (Jeff Stubbs).

The reason for the requested vacation is to add said 20' portion of alley to Lots 7 & 8 which will make the parcel larger, which will in turn make the parcel area more usable.

I have attached the Assessor's Parcel information, Property Report, Tax Sifter Map, Plat Map and a recent survey of the lots showing the alley highlighted.

Thank you for your consideration and please do not hesitate to contact me if you have any questions or concerns. My number is 509-674-8797.

Sincerely,

Jeff Stubbs

cc: Enclosures



KITTITAS COUNTY WASHINGTON



TAXSIFTER

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

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

Mike Hougardy
Kittitas County Assessor 203 W 5th Ave Ste 101 Ellensburg WA 98926

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

Parcel

Parcel#:	623134	Owner Name:	WILDWOOD RANCH LLC
DOR Code:	11 - Residential - Single Family	Address1:	
Situs:	1317 E FIRST ST CLE ELUM	Address2:	PO BOX 895
Map Number:	20-15-25055-0007	City, State:	ROSLYN WA
Status:		Zip:	98941-0895
Description:	CLE ELUM; STEINER'S GDN TR #3 LOTS 7 & 8		
Comment:	SENT CORRECTION NOTICE ON 10/2/2014, 14 FOR 15		

2023 Market Value

2023 Taxable Value

2023 Assessment Data

Land:	\$117,660	Land:	\$117,660	District:	28 - CICE SD404 H2
Improvements:	\$0	Improvements:	\$0		CO COF ST
Permanent Crop:	\$0	Permanent Crop:	\$0	Current Use/DFL:	No
Total	\$117,660	Total	\$117,660	Senior/Disability Exemption:	No
				Total Acres:	1.74000

Ownership

Owner's Name	Ownership %	Owner Type
WILDWOOD RANCH LLC	100 %	Owner

Sales History

Sale Date	Sales Document	# Parcels	Excise #	Grantor	Grantee	Price
05/16/23	2023-696	1	2023-696	CARTER, DEBRA A	WILDWOOD RANCH LLC	\$325,000
02/01/21	2021-245	1	2021-245	CHOYCE, KAREN L	CARTER, DEBRA A	\$250,000
06/18/20	2020-981	1	2020-981	CHOYCE, ALFRED R	CHOYCE, KAREN L	\$0

Building Permits

No Building Permits Available

Historical Valuation Info

Year	Billed Owner	Land	Impr.	PermCrop Value	Total	Exempt	Taxable
2023	WILDWOOD RANCH LLC	\$117,660	\$0	\$0	\$117,660	\$0	\$117,660
2022	CHAMBERS, MATTHEW	\$95,960	\$0	\$0	\$95,960	\$0	\$95,960
2021	CHAMBERS, MATTHEW	\$92,400	\$0	\$0	\$92,400	\$0	\$92,400
2020	CHOYCE, KAREN L	\$92,400	\$0	\$0	\$92,400	\$0	\$92,400
2019	CHOYCE, ALFRED R	\$81,960	\$0	\$0	\$81,960	\$0	\$81,960

[View Taxes](#)

Parcel Comments

Date	Comment
10/02/14	SENT CORRECTION NOTICE ON 10/2/2014, 14 FOR 15

Property Images

Click on an image to enlarge it.



1.0.8368.16162

Data current as of: 5/22/2023 3:48 PM

TX_RollYear_Search: 2023



Property Report for Parcel#: 623134

Tuesday, May 23, 2023

Parcel Information

Address:	1317 E FIRST ST CLE ELUM
Tax Parcel ID:	623134
Map Number:	20-15-25055-0007
Recorded Area:	1.74 a
Owner Name	WILDWOOD RANCH LLC
Name Cont:	
Mailing Address:	PO BOX 895
City/State/Zip:	ROSLYN WA 98941-0895

Critical Areas Information

Contains > 30% Slope:	No
PHS Site Name:	N/A
Roof Hazard:	HIGH_EXTREEME HAZARD RATING
Roof Class:	CLASS A
Seismic Category:	D1
Shore Line:	N/A
Wetland Code:	N/A
DNR Water Type:	N/A
FIRM Zone:	500 YEAR
FEMA Flood Map:	53037C0683D
Coalmine Shaft:	N/A
Airport Zone:	N/A
BPA Right of Way:	-1
Max Elevation:	1896
ISO:	0.058
PG:	110, Engineering is required

Domestic Water Information

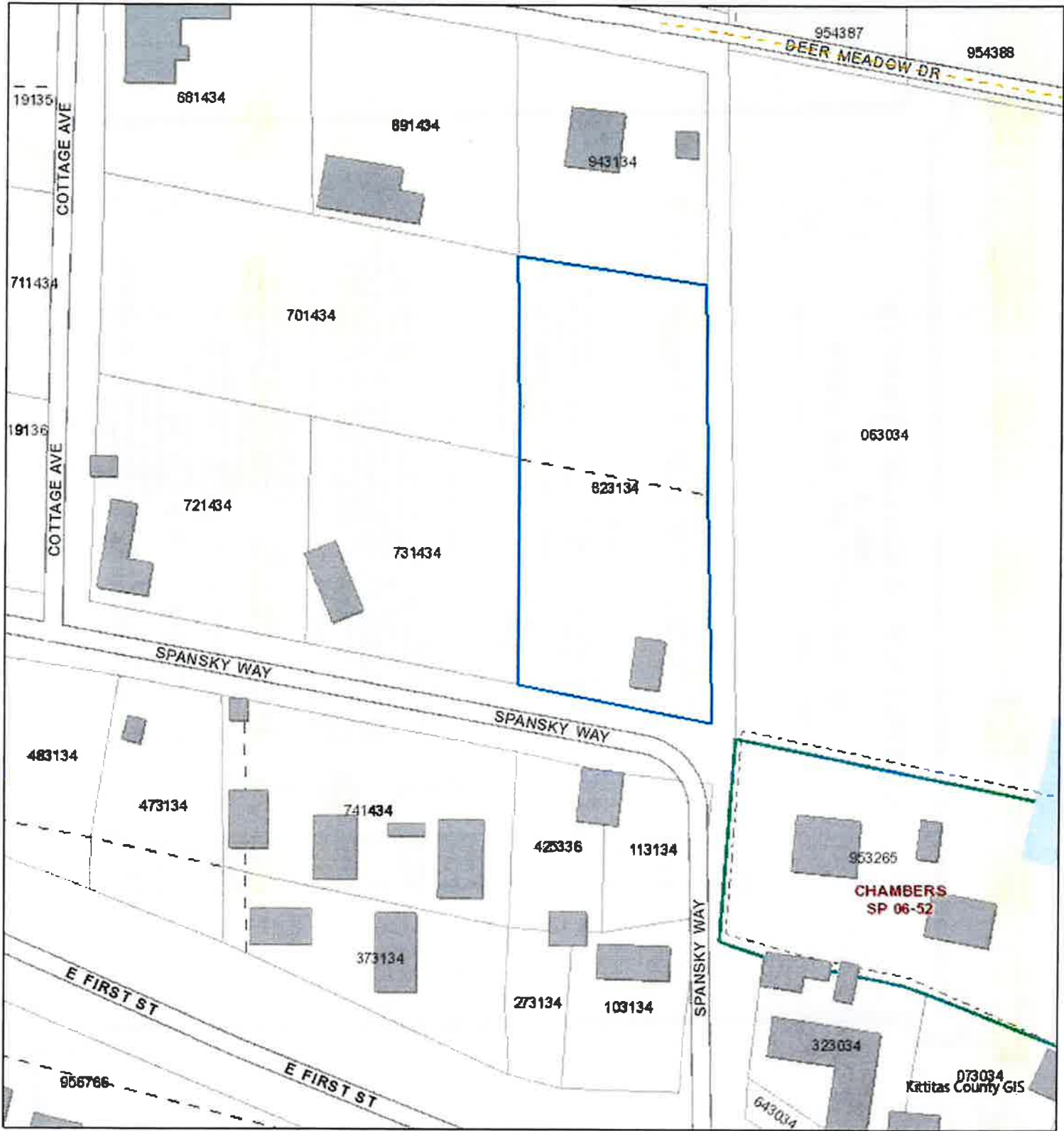
Over the Counter Water:	Yes, Sustainability Map
Qualifying Water Banks:	Big Creek WR, Bourne, New Suncadia (Tillman Creek), KittitasCnty(Clennon), Reecer Creek, KittitasCnty(Roth), New Suncadia(Big Creek), New Suncadia (SwaukFirstCreeks), New Suncadia (TeaawayRiver), Roan New Suncadia, Swiftwater Ranch, Trailside, Western Water Partners, Yakima Mitigation Services, NGR
Sub Basin Watershed:	Kachess Yakima River



Administrative Information

Zone and Allowed Uses:	Single Family Residential
Land Use Category:	Urban, Allowed Use
Commisioner District:	0
Voter Precinct:	
Hospital District:	HOSPITAL DISTRICT 2
School District:	Cle Elum-Roslyn School District
Irrigation District:	N/A
Weed District:	
Fire District:	CITY OF CLE ELUM 51-1
Cemetery District:	N/A
Court District:	Upper District Court
PUD Comm District:	District 2
Parks and Rec District:	District 1
Wildland Urban Interface:	IR 1
Stock Restricted Area:	Stock Restricted
COE Gas Service Area:	No

Kittitas County COMPAS Map



Date: 5/23/2023

1 inch equals 188 feet

0 0.010.02 0.04 mi



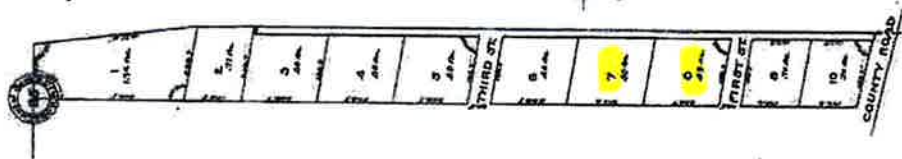
Disclaimer:
Kittitas County makes every effort to produce and publish the most current and accurate information possible. No warranties, expressed or implied, are provided for the data, its use, or its interpretation. Kittitas County does not guarantee the accuracy of the material contained herein and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



STEINER'S GARDEN TRACTS NO. 3. AT THE CITY OF CLE ELUM

MAY 1915

SCALE 1 in. = 200 ft



DESCRIPTION

This plot of Steiner's Garden Tracts No. 3 consists of tracts and streets shown on the plat and is situated in the S.E. 1/4 of Section 25, T28N, R28E, M4

DEDICATION

Now all men by these presents, that we, Fred M. Steiner and Nellie Steiner, his wife, owners in fee simple of the above described parcel of real property, do hereby declare this plot and description and dedicate to the use of the public forever as highways all streets and alleys platted thereon. Witness our hands and seals this 20th day of April 1915

Fred M. Steiner

Nellie Steiner

ACKNOWLEDGEMENT

State of Washington }
 County of Kittitas }
 This certifies that on this 20th day of April, AD 1915 before me the undersigned Notary Public in and for said County and State personally appeared the within named Fred M. Steiner and Nellie Steiner whose names are subscribed to the foregoing instrument as parties thereto, personally known to me to be the individuals described in and who executed the foregoing instrument and acknowledged that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.
 In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

J. K. Heston
 Notary Public for the State of Washington residing at Cle Elum.
 I hereby certify that all State and County taxes have been paid on the property described above, according to the books and records of my office have been fully paid and discharged.

Adeline Gilman
 County Treasurer of Kittitas Co.
 Approved by the Board of County Commissioners this 23rd day of May 1915
 Board of County Commissioners
J. E. McNeil, Chairman
 Examined and approved by me this 10th day of May 1915
Adeline M. Gilman

County Clerk Kittitas Co.
 Filed for record of the record of F.M. Steiner this day of May 1915 at _____ o'clock A.M.
 and recorded in Volume _____ of Plats.
B. E. D. D.

County Auditor of Kittitas Co.
 I hereby certify that I have surveyed this tract and that this is a correct map of same.
A. D. Chase

RECORD OF SURVEY

LOTS 7 AND 8, STEINER'S GARDEN TRACTS NO. 3
WITHIN THE SE1/4 OF THE SW1/4 AND THE SW1/4 OF SECTION 25,
TOWNSHIP 20 NORTH, RANGE 15 EAST, W.M., KITTITAS COUNTY, WASHINGTON

GENERAL NOTES:

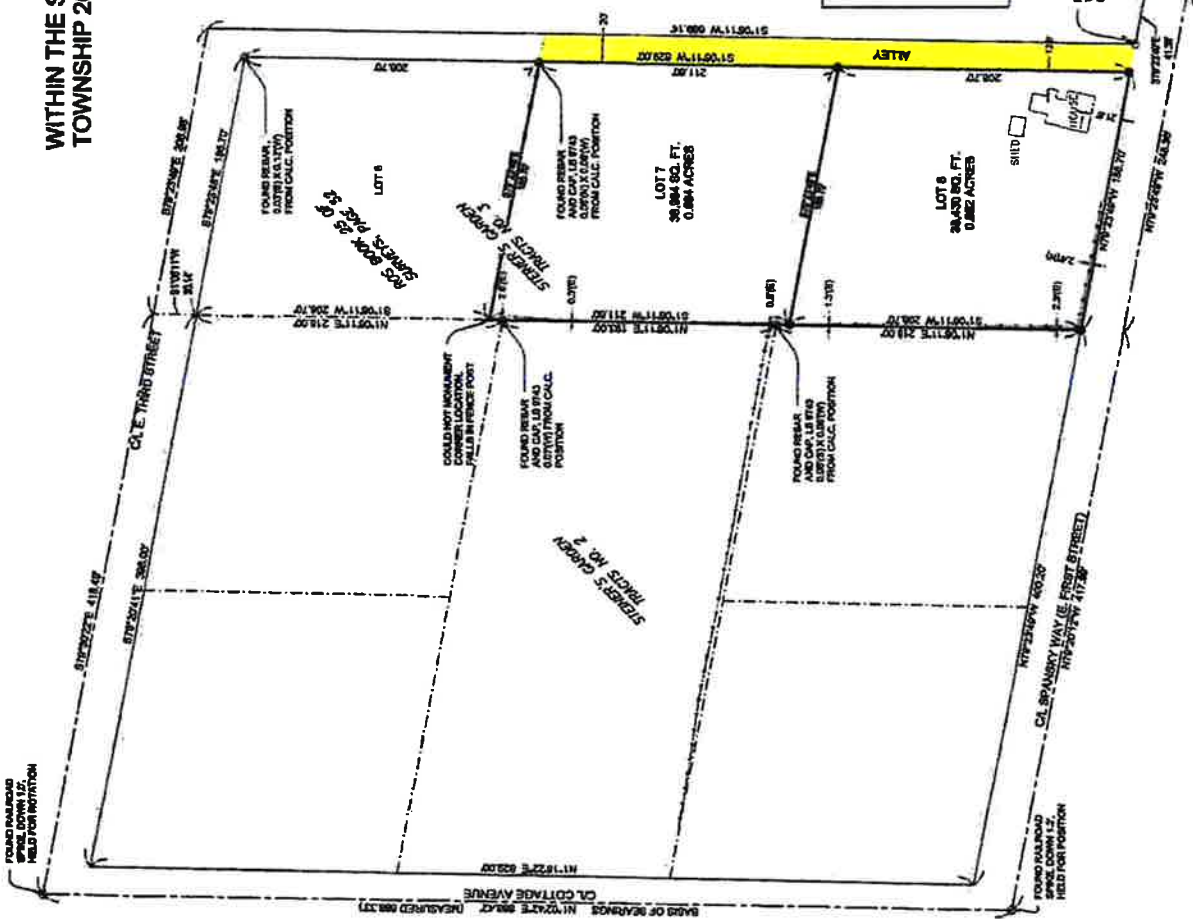
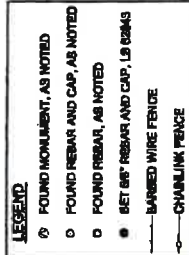
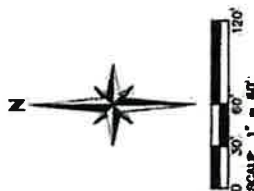
1. THE PURPOSE OF THIS SURVEY IS TO IDENTIFY AND MARK THE EXTERIOR BOUNDARY LINES FOR LOT 7 AND 8, STEINER'S GARDEN TRACTS NO. 3.
2. THIS SURVEY WAS PERFORMED USING A TRIMBLE R121 IN CONJUNCTION WITH A TRIMBLE 8 SERIES, 3" TOTAL STATION WITH READING ACCURACY THAT MEETS OR EXCEEDS STANDARDS PER WAC 332-150-080.
3. THE INFORMATION ON THIS MAP REPRESENTS THE RESULTS OF A SURVEY MADE IN OCTOBER OF 2021 AND CAN ONLY BE CONSIDERED AS INDICATING THE GENERAL CONDITIONS EXISTING AT THAT TIME.
4. ALL MONUMENTS SHOWN AS FOUND WERE LOCATED DURING THE COURSE OF THIS SURVEY, UNLESS OTHERWISE NOTED.
5. THIS SURVEY DOES NOT PURPORT TO SHOW ENCUMBRANCES, OR RESTRICTIONS OF RECORD OR OTHERWISE.
6. FOR REASON SURVEYOR, CORNER DOCUMENTATION AND ADDITIONAL SURVEY MONUMENTS WERE PLACED AND RECORDED IN BOOK 26 OF SURVEYS, PAGE 52, AND THE SURVEY IS RECORDED IN BOOK 26 OF KITTITAS COUNTY, STATE OF WASHINGTON.
7. THE BASIS OF BEARINGS IS PER WASHINGTON STATE PLANE COORDINATES, SOUTH ZONE, AS DETERMINED BY T89 TO WASHINGTON STATE REFERENCE NETWORK FROM THE FOUND MONUMENTS MARKING THE CENTERLINE OF COTTAGE AVENUE, AS SHOWN HEREON, WITH THE LINE BETWEEN THEM OBSERVED AS N01°24'27".

REFERENCES:

- R1. STEINER'S GARDEN TRACTS NO. 2
BOOK 2 OF PLATS, PAGE 48
- R2. STEINER'S GARDEN TRACTS NO. 3
BOOK 3 OF PLATS, PAGE 20
- R3. RECORD OF SURVEY
BOOK 10 OF SURVEYS, PAGE 8
- R4. RECORD OF SURVEY
BOOK 25 OF SURVEYS, PAGE 52

EXISTING LEGAL DESCRIPTION:

STATUTORY WARRANTY DEED AFR-20210201/0008
LOTS 7 AND 8, STEINER'S GARDEN TRACTS NO. 3, IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON, AS PER PLAT THEREOF RECORDED IN BOOK 3 OF PLATS, PAGE 20, RECORDS OF SAID COUNTY.



SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND IN ACCORDANCE WITH THE REQUIREMENTS OF THE SURVEY RECOMMENDATION ACT OF 2011, AS AMENDED, IN SEPTEMBER OF 2011.
SAHAR, R. WARD, P.L.S.
DATE: 03/10/23



AUDITOR'S CERTIFICATE

PAID FOR RECORDING THIS 10th DAY OF March 2023
AT 3:26 P.M. IN BOOK 26 OF SURVEYS AT PAGE 110
AT THE REQUEST OF APRIL BERRY & MATT CHAMBERS
Priscilla Elliott
COUNTY AUDITOR

RECORD OF SURVEY

LOTS 7 AND 8, STEINER'S GARDEN TRACTS NO. 3
KITTITAS COUNTY TAX PARCEL NO. 623134
PREPARED FOR
MATT CHAMBERS

SURVEYED BY: BM DRAWN BY: SW CHECKED BY: VW APPROVED BY: SW
DATE: JULY 2022 APPSU JOB NO.: 3199.002 ACAD NAME: 3199002R.DWG

SHEET 1 OF 1



1031 E. 10TH STREET, SUITE A, BELLEVUE, WA 98008
TEL: 206.452.1000 WWW.APSURV.COM

Receipt: 1419005/24/2023
Acct #: 2780COPY
City Of Cle Elum
119 W First Street
Cle Elum, WA 98922
5096742262

Wildwood Ranch LLC
PO Box 895
Roslyn, WA 98941

Treasurers Receipt
Memo: Permit VAC-2023-002
Application Fees

Planning/Development	1,000.00
Fees General	
Non Taxed Amt:	<u>1,000.00</u>
Total:	1,000.00
Chk: 5010	<u>1,000.00</u>
Ttl Tendered:	1,000.00
Change:	0.00
Issued By:	Virgil
	05/24/2023 09:11:24

RESOLUTION: 2023-019

A RESOLUTION setting a day and time for a public hearing to consider a petition to vacate a portion of right-of-way extending south and north along from the intersection with Deer Meadow and Spansky Drive.

WHEREAS, the owners for more than two-thirds of the private property abutting upon the subject right-of-way have petitioned the City Council of the City of Cle Elum to vacate the right-of-way along Lot 7 and 8, Steiner's Garden Tracts No. 3 (parcel #623134).

WHEREAS, the petition requests that the City Council by ordinance vacate said portion of the alley right-of-way after proper hearing and determination pursuant to notice as required by law; NOW, THEREFORE,

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

1. Said petition properly and particularly described the portion of right-of-way to be vacated and said petition was signed by owners of more than two-thirds of the property along said right-of-way sought to be vacated.
2. Monday, August 14th, 2023, at 6:00 PM in the Council Chambers of the City of Cle Elum City Hall, 119 W. First Street, Cle Elum is hereby set as the day, time and place when said petition shall be heard.
3. The City Clerk or designee is hereby directed to give at least 20 days' notice of the public hearing by posting notice in three (3) of the most public places in the City of Cle Elum and in the section of right-of-way to be vacated. The notice shall contain a statement that a petition has been filed to vacate the right-of-way including a description or map of the area to be vacated, together with a statement of the time and place set for the hearing of said petition.

Passed by the City Council and approved by the Mayor this 10th day of July 2023.

Mayor Jay McGowan

APPROVED AS TO FORM ONLY

ATTEST:

Alexandra Kenyon, City Attorney

Debbie Lee, City Clerk

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is dated effective this ____ day of _____, 2023. This Agreement is by and between the City of Cle Elum, a Washington municipal corporation (“City”), and Pertee, Inc. (“Contractor”), collectively known as the parties (“Parties”).

A. The City seeks the professional services of a skilled project management and planning firm to work as the “47 Degrees North” project manager and planner. The Contractor shall be an independent contractor capable of working without direct supervision and familiar with the City’s municipal code, resolutions, regulations, policies, and the 47 Degrees North Project Development Agreement and related documents.

B. The Contractor, by entering into the Agreement, represents that it has the requisite skills and experience necessary to perform and provide such services in a competent and professional manner.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the Parties agree to the following terms and conditions:

1. Services.

1.1 Services. Contractor shall provide the services and equipment as specified pursuant to the terms more specifically described in “Exhibit A – Scope of Services,” attached hereto and incorporated by this reference (“Services”), in a manner consistent with the accepted practices and standards for other similar services, performed to the City's satisfaction, within the time-period prescribed by the City and pursuant to the direction of the City Administrator or his or her designee.

1.2 Compliance with Laws. Contractor shall comply with and perform the Services in accordance with all applicable federal, state, and City laws, including, but not limited to, the City of Cle Elum’s Municipal Code, and all other City resolutions, standards or policies, as now existing or hereafter adopted or amended.

1.3 Performance Standard. In the performance of services under this Agreement, Contractor and its employees or designees, promise to exercise the degree of skill and care required by customary and generally accepted practices, standards, and procedures adopted by Contractors’ rendering the same or similar type of service. All duties shall be performed in the manner consistent with those customary and generally accepted practices, and the Contractor shall be responsible for the professional and technical soundness and accuracy of all work and services furnished pursuant to this Agreement.

2. Term. The term of this Agreement shall commence upon the effective date of this Agreement and shall expire on July 31, 2025. This Agreement may be extended by mutual written agreement of the Parties.

3. **Termination.** Prior to the expiration of the Term, this Agreement may be terminated immediately, with or without cause by the City upon prior written notice to the Contractor. If the Agreement is terminated after partial performance, the City will be obligated to pay only for that portion of the total work authorized under this Agreement that is satisfactorily completed. The Contractor may terminate this Agreement only upon sixty (60) days prior written notice to the City.

4. **Compensation.**

4.1 **Total Compensation.** In consideration of the Contractor performing the Services, the City will pay the Contractor according to a rate as delineated in Exhibit A.

4.2 **Method of Payment.** City will be billed no more often than monthly. Invoices shall contain an itemized breakdown of the services performed on a project basis during the time covered by the invoice. City will pay Contractor by warrant or check within thirty (30) days of the receipt of an invoice.

4.3 **Contractor Responsible for Taxes.** The Contractor shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payment of this Agreement. Contractor must provide a Tax Identification Number and related information as provided on Exhibit B attached hereto and incorporated by this reference.

4.4 **Reimbursement of Expenses.** The City of Cle Elum is not liable to Contractor for any expenses paid or incurred by Contractor unless otherwise agreed in writing.

5. **Contractor to Direct Work.** Contractor shall control and direct the performance of the work or project of Contractor pursuant to this Agreement, subject to the City of Cle Elum oversight. The City of Cle Elum reserves the right to inspect, review, and approve of the work or project of Contractor to assure that it has been completed as specified, before payment.

6. **Warranty.** The Contractor warrants that it has the requisite training, skill, and experience necessary to provide the Services and is appropriately accredited and licensed by all applicable agencies and governmental entities, including but not limited to being registered to do business in the City of Cle Elum by obtaining a City of Cle Elum business registration if required by municipal code.

7. **Security and Damages.** The Contractor shall be responsible for security of its equipment and assumes all risk of damage, theft or loss to Contractor's equipment and supplies occurring from any nature whatsoever. Additionally, Contractor shall be responsible for any maintenance costs and repair costs resulting from any damage or loss from any source whatsoever to its equipment or supplies. Contractor agrees that neither damage to or loss of its equipment shall be applied to or claimed against City property, City liability insurance or commission revenues owed to the City.

8. Independent Contractor/Conflict of Interest.

8.1 Independent Contractor. It is the intention and understanding of the Parties that the Contractor shall be an independent contractor and that the City shall neither be liable for nor obligated to pay sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax, which may arise as an incident of employment. The Contractor shall pay all income and other taxes as due. Industrial or any other insurance, which is purchased for the benefit of the Contractor, shall not be deemed to convert this Agreement to an employment contract.

8.2 City's Right of Supervision and Inspection. Even though Contractor is an independent Contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right of inspection and supervision to secure the satisfactory completion thereof.

8.3 Work Performed at Contractor's Risk. Contractor shall take all precautions reasonably necessary and shall be responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall utilize all protections reasonably necessary for that purpose. All work shall be done at Contractor's own risk, and Contractor shall be responsible for any loss or damage to materials, tools, or other articles used or held for use in connection with the work.

8.4 Conflict of Interest. It is recognized that the Contractor may or will be performing professional services during the term for other parties and that the City is not the exclusive user of the Services the Contractor will provide, provided, however, that such performance of other Services shall not conflict with or interfere with Contractor's ability to perform the Services. Contractor agrees to resolve any such conflicts of interest in favor of the City.

9. Discrimination Prohibited and Compliance with Equal Opportunity Legislation. In all Contractor services, programs or activities, and all Contractor hiring and employment made possible by or resulting from this Agreement, there shall be no discrimination by the Contractor or by Contractor's employees, agents, subcontractors or representatives against any person because of sex, age, (except minimum age and retirement provisions), race, color, creed, national origin, marital status, religion, sexual orientation or the presence of any disability, including sensory, mental, or physical handicaps, based upon a bona fide occupational qualification in relationship to hiring and employment. This requirement shall apply, but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall not violate any of the terms of Chapter 49.60 RCW, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973 or any other applicable federal, state or local law or regulation regarding non-discrimination. Any material violation of this provision shall be grounds for termination of this Agreement by the City and, in the case of the Contractor's breach, may result in ineligibility for further City agreements.

10. Confidentiality.

10.1 **Safeguarding of Information.** All information regarding the City obtained by the Contractor in performance of this Agreement shall be considered confidential. The Contractor shall safeguard all written information submitted by the City to the Contractor in connection with the services performed by the Contractor under this Agreement to at least the same extent as the Contractor safeguards like information relating to its own business or profession. Breach of confidentiality by the Contractor will be grounds for immediate termination.

10.2 **Disclosure of Information.** Contractor shall not, without the prior written consent of the City of Cle Elum, disclose to third parties' information that is not otherwise subject to public disclosure unless:

- a. The information is known to Contractor prior to receiving the same directly or indirectly in connection with the work or project;
- b. The information is in the public domain at the time of disclosure by Contractor; or
- c. The information is received by Contractor from a third party who does not have an obligation to keep the same confidential.

11. Work Product and Ownership of Records and Documents.

11.1 **Return of Work Product.** All originals and copies of work product, including records, files, documents, reports, plans, sketches, layouts, designs, design specifications, computer disks, magnetic media or material which may be produced or modified by the Contractor while performing the services shall belong to the City. At the termination or cancellation of this Agreement, all copies of any such work product remaining in the possession of the Contractor shall be delivered to the City and shall become the property of the City. Files containing the written record of the Contractor's services shall be delivered to the City.

11.2 **Use of Work Product.** The City acknowledges that the documents and records prepared by the Contractor are prepared specific to the work or project described herein. If the City modifies or uses any of the documents for other projects or purposes without the written approval of the Contractor, the City releases the Contractor from all responsibility for any errors or omissions therein with respect to such modification or use.

12. **Insurance and Indemnification.** Insurance and indemnification shall be as required by Exhibit C attached hereto and incorporated by this reference.

13. Maintenance/Inspection of Records.

13.1 **Maintenance and Inspection.** The Contractor agrees to maintain books, records, and documents which sufficiently and properly reflect all direct and indirect costs and expenses allowable under this Agreement related to the performance of the Services and maintain such accounting procedures and practices as may be deemed necessary by the City to assure proper

accounting of all funds paid pursuant to this Agreement. These records shall be subject, at all reasonable times, to inspection, review or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement. If any litigation, claim or audit is commenced, the contractor shall cooperate with the City and assist in the production of all such documents.

13.2 Public Records. This Agreement and records related to the performance of the Agreement are, with limited exception, public records subject to disclosure under the Public Records Act RCW 42.56. Contractor acknowledges that any record, document, work product or correspondence created by contractor may be subject to the Public Records Act.

Further, in the event of a Public Records Request to the City, the City may provide the Contractor with a copy of the Records Request and the Contractor shall provide copies of any City records in Contractor's possession, necessary to fulfill that Public Records Request. If the Public Records Request is large the Contractor will provide the City with an estimate of reasonable time needed to fulfill the records request.

The Contractor shall include this Section 13, "Maintenance/Inspection of Records", in every subcontract it enters into in relation to this Agreement and bind the sub-contractor to its terms, unless expressly agreed to otherwise in writing by the City prior to the execution of such subcontract. The "Maintenance/Inspection of Records" Section of the Agreement shall confer third party beneficiary status on the City.

14. Non-Appropriation of Funds. If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will not be obligated to make payments for Services or amounts incurred after the end of the current fiscal period, and this Agreement will terminate upon the completion of all remaining Services for which funds are allocated. No penalty or expense shall accrue to the City in the event this provision applies.

15. Compliance with Grant Terms and Conditions. Contractor shall comply with any and all conditions, terms and requirements of any federal, state or other grant that wholly or partially funds Contractor's work hereunder.

16. General Provisions.

16.1 Entire Agreement. This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreements shall be effective for any purpose. All attachments and addendum are incorporated herein by this reference and shall be a part of this Agreement.

16.2 Modification. No provisions of this Agreement may be amended, modified or an additional obligation assumed by either Party except by written agreement signed by the Parties.

16.3 Full Force and Effect. Any section or provision of this Agreement which is adjudicated invalid or illegal shall in no way affect or invalidate any other section or provision hereof and such other sections or provisions shall remain in full force and effect.

16.4 Subletting/Assignment. Neither the Contractor nor the City shall have the right to sublet, transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other party.

16.5 Successors in Interest. Subject to the foregoing Subsection, the rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective representatives, successors in interest, heirs and assigns.

16.6 Attorney Fees. In the event either party brings a lawsuit to enforce the terms of this Agreement, or arising from a breach of this Agreement, the prevailing party shall be entitled to its costs and attorneys' fees for bringing or defending against the action.

16.7 No Waiver. Failure or delay of the City to declare any breach or default immediately upon occurrence shall not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default.

16.8 Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Washington and venue shall be exclusively in Kittitas County.

16.9 Authority. Each individual executing this Agreement on behalf of the City and the Contractor represents and warrants that such individuals are duly authorized to execute and deliver this Agreement on behalf of the Contractor or the City.

16.10 Notices. Any notices required to be given by the Parties shall be delivered at the addresses set forth below. Any notices may be delivered personally or may be deposited in the United States mail, postage prepaid, to the address set forth below. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.

16.11 Performance. Time is of the essence of this Agreement in each and all of its provisions in which performance is a factor.

16.12 Remedies Cumulative. Any remedies provided for under the terms of this Agreement are not intended to be exclusive but shall be cumulative with all other remedies available to the City at law or in equity.

16.13 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument and, collectively, constitute the entire Agreement.

16.14 Captions. The respective captions of the Sections/Titles of this Agreement are inserted for convenience of the Parties for reference only and shall not be deemed to modify, explain, simplify, or aid in the interpretation of the provisions or otherwise affect any of the provisions of this Agreement.

16.15 No Third-Party Beneficiary. It is the specific intent of the Parties, and all Parties agree, that this Agreement shall not confer third party beneficiary status on any non-party unless otherwise stated herein.

16.16 No Joint Venture. This Agreement does not create a partnership or joint venture, and in carrying out this Agreement, the Parties shall act in their individual capacities and not as agents, employees, or partners of one another.

16.17 Force Majeure. Notwithstanding any other provision of this Agreement, no party to the Agreement shall be deemed in default or breach of this Agreement or liable for any loss or damages or for any delay or failure in performance due to a cause beyond its reasonable control. The Parties shall promptly resume performance hereunder after the force majeure event has passed.

16.18 Survivability. The obligation of Contractor under all provisions of this Agreement, which may reasonably be interpreted or construed as surviving the completion, termination, or cancellation of this Agreement shall survive the completion, termination, or cancellation of this Agreement.

16.19 Contractor Payments. In the event the Contractor fails to pay any taxes, assessments, penalties, or fees imposed by any governmental body, including a court of law, then the City shall have the right but not the obligation and the Contractor authorizes the City to deduct and withhold or pay over to the appropriate governmental body those unpaid amounts upon demand by the governmental body. It is agreed that this provision shall apply to taxes and fees imposed by City ordinance. Any such payments shall be deducted from the Contractor's total compensation.

16.20 Ambiguities. Each party and its counsel, if any, have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any Party.

Executed on the dates written below.

CONTRACTOR

CITY OF CLE ELUM

By:



By:

Rahmi Kutsal, Vice President
PO Box 908
Snoqualmie, WA 98065

Jay McGowan, Mayor
119 West First Street
Cle Elum, WA 98922

Date: 7/5/2023

Date: _____

EXHIBIT A**Scope of Services**

Below are Perteet's 2023-2024 hourly rates for all staff working on the project. Please note that these rates are effective between the effective date of this Agreement and July 31, 2024 and are subject to change annually.

Team Member Role	Hourly Rate
Christina Wollman, AICP, CFM Senior Planner	\$185.00
Samantha Criner Planner I	\$95.00
Rahmi Kutsal, PE Development Program/ Project Manager	\$375.00
Abi Swanson Senior Accountant	\$175.00
Karla Boughton Senior Associate, Planner	\$255.00
Jason Walker, EMPA, PLA, PWS Environmental Planner	\$270.00
Emily Peterson, PhD, RPA Cultural Resources	\$175.00
Project Related Mileage	At Current Federal Rate

The services requested may include the following tasks:

1. Provide leadership and direction to the City's Development Review Team assigned to work on the 47 Degrees North Project. This includes but is not necessarily limited to:

- a. City Administrator/Building Official.
- b. City Consulting Engineer.
- c. Designated SEPA Official.
- d. City Public Works Director.
- e. City Planning Staff and Consultants.

2. Serve as the primary point of contact for the Project Sponsor and its development team.

3. Review the proposed modifications to the development agreement and master site plan for consistency with City Code, the Comprehensive Plan, and the Bullfrog UGA development agreement. Prepare a preliminary determination of consistency with staff recommendation, which may include the basis for denial, recommended mitigating measures, staff report, or other documentation. Prepare presentations and attend hearing examiner and City Council meetings.

4. Attend meetings with City and 47 Degrees North Project staff in an effort to facilitate the efficient processing of the proposed modifications to the development agreement and master site plan and future Subsequent Approval applications.

5. Review applications for Subsequent Approvals for consistency with the provisions of approval. Prepare findings of compliance or noncompliance and other decisions required under the Development Agreement, including specific citations to the Development Agreement, 47 Degrees North Project FSEIS, Cle Elum Municipal Code, or state or Federal law. Monitor implementation for compliance with the mitigating measures.

6. If a Consistency Determination is appealed, attend, and participate in any appeal hearing(s).

7. Participate as needed in mediation and arbitration proceedings that may occur.

8. Initiate code enforcement proceedings as needed to ensure compliance with the Development Agreement, MOUs, or applicable City code.
9. Respond to public inquiries and maintain the Project homepage on the City's website.
10. Provide regular briefings to the Mayor and City Council.

EXHIBIT B
TAX IDENTIFICATION NUMBER

CITY OF CLE ELUM
119 West First Street
Cle Elum, WA 98922
Phone number: (509) 674-2262

In order for you to receive reimbursement from the City of Cle Elum, we must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires us to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

Please complete the following information request form and return it to the City of Cle Elum before or along the submittal of the first billing voucher.

Please check the appropriate category:

☒ Corporation ☐ Partnership ☐ Government Agency
☐ Individual/Proprietor ☐ Other (please explain)

TIN#: 91-1505037

SS#: - - - - -

Print Name: Rahmi Kutsal

Print Title: Vice President

Business Name: Perteet, Inc.

Business Address: 2707 Colby Avenue, Suite 900, Everett, WA 98201

Business Phone: 425.252.7700

7/5/2023
Date


Authorized Signature (required)

EXHIBIT C**INDEMNIFICATION AND INSURANCE REQUIREMENTS****Indemnification / Hold Harmless**

The Contractor shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification.

When the City provides the Contractor with notice of a Public Records Request, Contractor agrees to save, hold harmless, indemnify and defend the City, its officers, agents, employees and elected officials from and against claims, lawsuits, fees, penalties and costs resulting from the Contractor's violation of the Public Records Act RCW 42.56, or Contractor's failure to produce public records as required under the Public Records Act. Records shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim or audit continues past any formal retention period imposed by Washington State Archives, grant or other applicable law or regulation.

This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

A. Insurance Term

The Contractor shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Contractor's work through the term of the contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein.

B. No Limitation

The Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance

The Contractor's required insurance shall be of the types and coverage as stated below:

1. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be as least at broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability/Contractor's Errors and Omissions Liability.

D. Minimum Amounts of Insurance

The Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate, and \$2,000,000 products-completed operations aggregate limit.
3. Professional Liability/Contractor's Errors and Omissions Liability. \$2,000,000 per claim and \$2,000,000 as an annual aggregate. Such coverage, with City approval, may be written on a claims-made basis. If the Professional Errors and Omissions Insurance is on a claims-made policy form, the retroactive date on the policy shall be the effective date of this Agreement or prior. The retroactive date of any subsequent renewal of such policy shall be the same as the original policy provided. The extended reporting or discovery period on a claims-made policy form shall not be less than 36 months following expiration of the policy.

E. City Full Availability of Contractor Limits

If the Contractor maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate of insurance furnished to the City evidence limits of liability lower than those maintained by the Contractor.

Other Insurance Provision

The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain or be endorsed to contain that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

F. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

G. Verification of Coverage

The Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of the Contractor before commencement of the work. Upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractors' coverage.

H. Subcontractors' Insurance

The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

I. Notice of Cancellation

The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.

J. Failure to Maintain Insurance

Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the

Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

**FIRST AMENDMENT TO THE
PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN THE CITY OF CLE ELUM
AND PERTEET, INC.**

THIS FIRST AMENDMENT ("Amendment") to the Professional Services Agreement ("Agreement") by and between the City of Cle Elum ("City") and Perteet, Inc. ("Contractor") dated July 25, 2022 (hereafter the "Agreement"), is made pursuant to Section 16.2 of the Agreement.

1. Section 2 of Agreement (Term), Amended. Section 2 of the Agreement (Term) is hereby amended to read as follows:

Term. The term of this Agreement shall commence upon the effective date of this Agreement and shall expire on July 31, 2025. This Agreement may be extended by mutual written agreement by the Parties.

2. Full Force and Effect. All other terms and conditions in the Agreement remain in full force and effect as provided therein.

CITY OF CLE ELUM

By: _____
Jay McGowan, Mayor

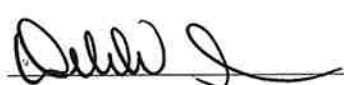
Date: _____

PERTEET, INC

By:  _____
Rahmi Kutsal, Vice President

Date: 7/5/2023

ATTEST/AUTHENTICATED:

By:  _____
Debbie Lee, City Clerk

Attachments:

1. EXHIBIT A Scope of Services with rates effective August 1, 2023 and July 31, 2024.
2. EXHIBIT B TAX IDENTIFICATION NUMBER with new date and signature for the period.

EXHIBIT A Scope of Services

Below are Pertee's 2023-2024 hourly rates for all staff working on the project. Please note that these rates are effective between August 1, 2023 and July 31, 2024 and are subject to change annually.

Team Member Role	Hourly Rate
Christina Wollman, AICP, CFM Senior Planner	\$185.00
Samantha Criner Planner I	\$95.00
Rahmi Kutsal, PE Development Program/ Project Manager	\$375.00
Abi Swanson Senior Accountant	\$175.00
Karla Boughton Senior Associate, Planner	\$255.00
Jason Walker, EMPA, PLA, PWS Environmental Planner	\$270.00
Emily Peterson, PhD, RPA Cultural Resources	\$175.00
Project Related Mileage	At Current Federal Rate

The services requested may include the following tasks:

1. Provide leadership and direction to the City's Development Review Team assigned to work on the City Heights project. This includes but is not necessarily limited to:

- a. City Administrator/Building Official.
- b. City Consulting Engineer.
- c. Designated SEPA Official.
- d. City Public Works Director.
- e. City Planning Staff and Consultants.

2. Serve as the primary point of contact for the Project Sponsor and its development team.

3. Implement the requirements of the City Heights Development Agreement and related MOUs.

4. Attend meetings with City and City Heights staff in an effort to facilitate the efficient processing of Implementing Approval applications.

5. Draft concise Consistency Determinations and other decisions required under the Development Agreement, including specific citations to the Development Agreement, City Heights FEIS, Cle Elum Municipal Code, or state or Federal law.

6. If a Consistency Determination is appealed, attend and participate in any appeal hearing(s).

7. Participate as needed in mediation and arbitration proceedings that may occur.

8. Initiate code enforcement proceedings as needed to ensure compliance with the Development Agreement, MOUs, or applicable City code.

9. Respond to public inquiries and maintain the Project homepage on the City's website.

10. Provide regular briefings to the Mayor and City Council.

EXHIBIT B
TAX IDENTIFICATION NUMBER

CITY OF CLE ELUM
119 West First Street
Cle Elum, WA 98922
Phone number: (509) 674-2262

In order for you to receive reimbursement from the City of Cle Elum, we must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires us to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

Please complete the following information request form and return it to the City of Cle Elum before or along the submittal of the first billing voucher.

Please check the appropriate category:

☒ Corporation ☐ Partnership ☐ Government Agency
☐ Individual/Proprietor ☐ Other (please explain)

TIN#: 91-1505037

SS#: _____

Print Name: Rahmi Kutsal

Print Title: Vice President

Business Name: Perteet, Inc.

Business Address: 2707 Colby Avenue, Suite 900, Everett, WA 98201

Business Phone: 425.252.7700

7/5/2023

Date



Authorized Signature (required)

CITY OF CLE ELUM
WASHINGTON

ORDINANCE NO. 1647

AN ORDINANCE OF THE CITY OF CLE ELUM, WASHINGTON,
RELATING TO THE APPOINTMENT OF THE PUBLIC WORKS
DIRECTOR AND PLANNING DIRECTOR; PROVIDING FOR
SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS the City Council now finds it in the best interests of the City that the offices of Public Works Director and Planning Director be appointed by the Mayor and confirmed by a majority vote of the City Council.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CLE ELUM, WASHINGTON, DO
ORDAIN AS FOLLOWS:

Section 1. Establishing Chapter 2.10 CEMC (Appointment of the Public Works Director). Cle Elum Municipal Code Chapter 2.10 (Appointment of the Public Works Director) is hereby established as set forth in Exhibit A, which is hereby incorporated by reference.

Section 2. Establishing Chapter 2.11 CEMC (Appointment of the Planning Director). Cle Elum Municipal Code Chapter 2.11 (Appointment of the Planning Director) is hereby established as set forth in Exhibit B, which is hereby incorporated by reference.

Section 3. Severability. Should any portion of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, such decision shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 4. Effective Date. This Ordinance shall be published in the official newspaper of the City and shall take effect and be in full force five (5) days after the date of publication.

PASSED BY THE CLE ELUM CITY COUNCIL AT A REGULAR MEETING THEREOF ON 10th DAY
OF JULY 2023.

CITY OF CLE ELUM

Jay McGowan, Mayor

ATTEST/AUTHENTICATED

Debbie Lee, City Clerk
Approved as to form:

Alexandra L. Kenyon, City Attorney

Filed with City Clerk: 07/10/2023.
Passed by the City Council: 07/10/2023.
Ordinance No.: 1647
Date Posted: 07/13/2023.

EXHIBIT A
Ordinance 1647
Chapter 2.10
APPOINTMENT OF THE PUBLIC WORKS DIRECTOR

Sections:

- 2.09.010 Appointment of the Public Works Director.
- 2.09.020 Selection.
- 2.09.030 Qualifications.

2.09.010 Appointment of the Public Works Director.

The Public Works Director shall be appointed by the Mayor and such appointment shall be confirmed by a majority of the City Council.

2.09.020 Selection.

Whenever a vacancy occurs in the position of Public Works Director, the selection process to fill such vacancy may be open to eligible applicants from both within and outside of the department.

2.09.030 Qualifications.

The necessary qualifications, knowledge, abilities, and representative duties for the position of Public Works Director is set forth in the position job description. The selection process to fill vacancy in the position of Public Works Director shall be designed to determine the most qualified applicants based on the qualifications, knowledge, abilities, and representative duties as set forth in the respective job descriptions for those positions.

EXHIBIT B
Ordinance 16XX
Chapter 2.11
APPOINTMENT OF THE PLANNING DIRECTOR

Sections:

- 2.09.010 Appointment of the Planning Director.
- 2.09.020 Selection.
- 2.09.030 Qualifications.

2.09.010 Appointment of the Planning Director.

The Planning Director shall be appointed by the Mayor and such appointment shall be confirmed by a majority of the City Council.

2.09.020 Selection.

Whenever a vacancy occurs in the position of Planning Director, the selection process to fill such vacancy may be open to eligible applicants from both within and outside of the department.

2.09.030 Qualifications.

The necessary qualifications, knowledge, abilities, and representative duties for the position of Planning Director is set forth in the position job description. The selection process to fill vacancy in the position of Planning Director shall be designed to determine the most qualified applicants on the basis of the qualifications, knowledge, abilities, and representative duties as set forth in the respective job descriptions for those positions.