

CITY ADMINISTRATOR
ROBERT OMANS

CITY CLERK
DEBBIE LEE

FINANCE DIRECTOR
ROBIN NEWCOMB

PUBLIC WORKS DIRECTOR
MATHEW BAILEY

POLICE CHIEF
RICH ALBO

FIRE CHIEF
ED MILLS

PLANNER
COLLEDA MONICK

Public Works & Community Development Committee

Agenda
May 7, 2025
12:00 PM



119 W FIRST STREET
CLE ELUM, WA 98922

MAYOR
MATTHEW LUNDH

MAYOR PRO TEM
STEVEN HARPER

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

CITY ATTORNEY
ALEXANDRA KENYON

Join Virtually with Zoom: <https://zoom.us/j/7573184018?pwd=dERndjBJVC9GdVQ1d2ISRExwZFhXZz09>
Meeting ID: 757 318 4018 Passcode: 98922

Join by Phone: 1-(253)215-8782, Meeting ID: 757 318 4018, Passcode: 98922

TextMyGov

Receive city text alert notifications: text CLEELUM to 91896

DISCLAIMER: The City does not guarantee that virtual or telephonic access to the City Council meeting will be available and the City does not warrant audio quality. Attendees are encouraged to attend in-person.

1. **Call to Order/Pledge of Allegiance**

2. **Unfinished Business**

- a. Cemetery Code Amendment Ordinance - Mathew Bailey Public Works Director
Letter Re: Cemetery Rules - Elaine Rustvold
- b. Cemetery Irrigation - Mathew Bailey, Public Works Director
- c. Proposed Amendment to Sewer Rates - Mike Heit
- d. UKC Baseball Further Discussion

3. **New Business**

- a. Meeting Minutes Dated April 2, 2025
- b. Dena Glondo - Request for Leak Adjustment
- c. Federal Local Bridge Program - Mathew Bailey, Public Works Director
- d. Signage at Laurel Hill Cemetery - Mathew Bailey, Public Works Director
- e. Kittitas Conservation Trust MOU Hanson Ponds
- f. Paid Parking Review - Mayor Lundh
- g. Sewer Usage Reimbursement - Sanjay
- h. Veolia Contract Extension - Mathew Bailey, Public Works Director

4. **Other Committee Comments**

Public Works & Community Development Committee Agenda May 7, 2025

119 W FIRST STREET
CLE ELUM, WA 98922

5. Adjourn

Upcoming Meetings:

Regular Council Meeting: May 13, 2025 @ 6:00 p.m.

Lodging Tax & Events Committee Meeting: May 14, 2025 @ 8:30 a.m.

Historic Preservation Commission Meeting: May 20, 2025 @ 3:00 p.m.

Planning Commission Meeting: May 20, 2025 @ 6:00 p.m.

Public Safety & Health Committee Meeting: May 21, 2025 @ 2:00 p.m.

General Government Committee Meeting: May 28, 2025 @ 8:30 a.m.

Coal Mines Trail Commission Meeting: June 2, 2025 @ 6:00 p.m.

Next Public Works & Community Development Committee Meeting: June 4, 2025 @ 2:00 p.m.

Proposed City of Cle Elum Cemetery Rules and Policies

Hours of Operation

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

Conduct and Behavior

- Visitors must conduct themselves in a respectful and quiet manner at all times.
- Loud music, alcohol, and any disruptive behavior are strictly prohibited.
- Pets must be leashed, and owners are required to clean up after them.

Floral and Decoration Guidelines

****Flowers and Containers****

- Fresh-cut flowers are allowed year-round in approved or unbreakable containers no larger than the marker.
- Containers must be placed on the marker, not in the grass.
- Items may not be tied, wired, glued, or otherwise attached to the marker.
- Permanent containers (other than approved vases) are not permitted and will be removed.

****Potted Plants****

- Live potted plants may be placed on the marker only, not in the grass.
- Maintenance of potted plants is the responsibility of the person who placed them.
- It is recommended that potted plants be removed promptly to prevent damage to the marker.

****Unauthorized Decorations****

- Not permitted: statues, permanent plantings, rocks, candles, breakable items, toys, stuffed animals, or any item deemed inappropriate.

****Holiday and Special Occasion Decorations****

- Christmas decorations, wreaths, and grave blankets (max size: 3 ft x 5 ft) are allowed from Thanksgiving through February 1.
- Items will be discarded 30 days after the posted removal date.
- Silk flowers and artificial plants are permitted one week before to one week after Easter, Memorial Day,

Mother's Day, Father's Day, Independence Day, and Veterans Day.

Endowment Care and Grounds Maintenance

- Routine maintenance includes mowing, trimming, and removal of unauthorized items.
- Withered, faded, or displaced floral arrangements may be removed and discarded.
- Decorations affected by weather or other factors may be removed to maintain cemetery appearance.

Burial and Maintenance Regulations

- Burial plots must be maintained in accordance with City guidelines.
- Families are responsible for compliance with decoration and maintenance policies.
- The City reserves the right to remove unauthorized, deteriorated, or inappropriate items.

Prohibited Activities

- Unauthorized digging, planting, or altering gravesites is strictly prohibited.
- Commercial activity, solicitation, and advertising are not allowed.
- Firearms and fireworks are prohibited, except during official military honors.

Military Honors and Ceremonies

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

Compliance and Enforcement

- Visitors must comply with all cemetery rules and policies.
- The City reserves the right to enforce these policies and remove non-compliant items.

For questions or additional information, please contact the City of Cle Elum.

Proposed City of Cle Elum Cemetery Rules and Policies

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

Hours of Operation

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

Conduct and Behavior

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

Floral and Decoration Guidelines

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

Burial and Maintenance Regulations

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

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

Prohibited Activities

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

Military Honors and Ceremonies

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

Compliance and Enforcement

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

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

Proposed City of Cle Elum Cemetery Rules and Policies

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

Hours of Operation

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

Conduct and Behavior

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

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

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

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

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

Burial and Maintenance Regulations

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

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

Prohibited Activities

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

Military Honors and Ceremonies

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

Compliance and Enforcement

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

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

DRIVING DIRECTIONS

Driving directions to Seattle location:

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

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



18224 103rd Ave NE
Bothell WA 98011
425.486.1281

Driving directions to Bothell location:

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

From Seattle Area (including Kenmore, Lake

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



3601 Alaska Road
Brier, WA 98036
425.483.0555

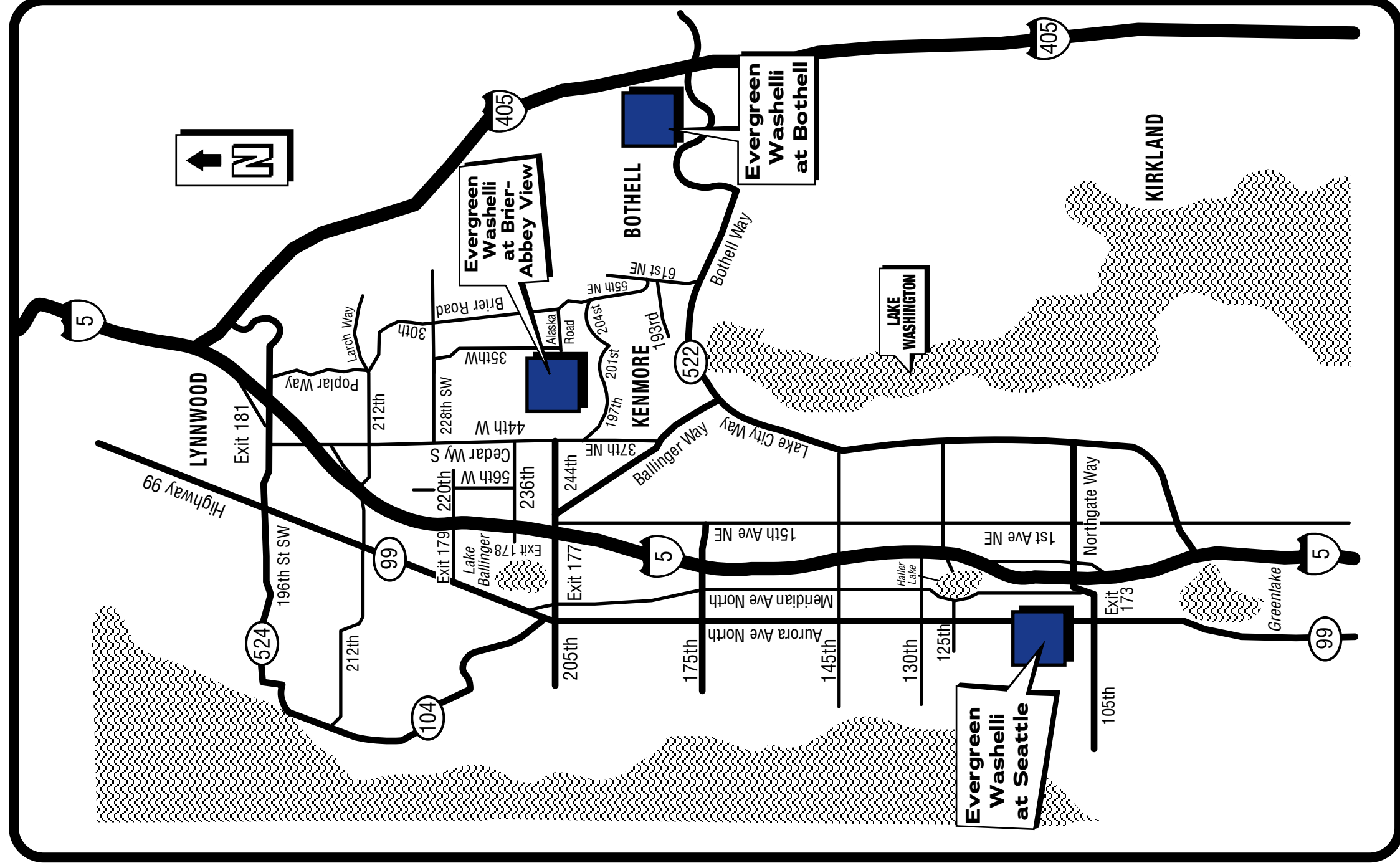
Driving directions to Abbey View location:

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

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

From I-5 Freeway going South; Take exit 181 at

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



washelli.com



Fairmount Memorial Association

RULES & REGULATIONS

**Fairmount Memorial Park ♦ Greenwood Memorial Terrace
Riverside Memorial Park ♦ Spokane Memorial Gardens
Woodlawn Cemetery ♦ Pines Cemetery ♦ South Pines**

Spokane, Washington

PO Box 9797 99209

RULES AND REGULATIONS

PREAMBLE

We, the Trustees of these seven cemeteries, Fairmount Memorial Park, Greenwood Memorial Terrace, Riverside Memorial Park, Spokane Memorial Gardens located in Spokane, Washington, and Woodlawn Cemetery, Pines Cemetery and South Pines Cemetery, located in Spokane Valley, Washington conducted not for profit, mindful of our solemn duty to conduct these operations in harmony with the highest purposes, and in the most modern, beautiful and acceptable manner, considering the proper desires and mutual protection of owners and management, do hereby adopt and promulgate the following Rules and Regulations pertaining thereto.

I.

DEFINITION OF TERMS

1. The following terms used throughout these Rules and Regulations are defined by Washington state law and are found in RCW 68.04.020, *et.seq.* The definitions as found in said statutes or amendments and changes subsequently made thereto by the state legislation as to

68.04.020 "Human remains," "remains."

68.04.030 "Cremated human remains."

68.04.040 "Cemetery."

68.04.050 "Burial park."

68.04.060 "Mausoleum."

68.04.070 "Crematory."

68.04.080 "Columbarium."

68.04.100 "Interment."

68.04.110 "Cremation."

68.04.120 "Inurnment."

68.04.130 "Entombment."

68.04.140 "Burial."

68.04.150 "Grave."

68.04.160 "Crypt."

68.04.165 "Outer burial container."

68.04.170 "Niche."

68.04.190 "Cemetery authority."

68.04.210 "Cemetery business."
68.04.230 "Lot" or "plot."
68.04.240 "Owner of interment rights."
68.04.250 "Interment right."
68.04.260 "Scattering garden."
68.04.270 "Scattering."
68.04.280 "Multiple interment."

are adopted and shall have the same meaning in these Rules and Regulations as found in the statute. A copy of the statute is available Online and can be accessed at the cemetery office

Additionally, the following definitions are adopted as part of these Rules and Regulations:

2. Memorial defined. The term “memorial” shall include a monument, marker, tablet, headstone, tombstone, bench or cremation bench, urn, nameplate, or private mausoleum, which memorializes one or more persons.

3. Monument defined. The term “monument” is an upright memorial of granite or marble consisting of at least a base and tablet installed on a granite foundation in the ground.

4. Tablet defined. The term “tablet” is defined as a one-piece granite or marble memorial installed upright above ground level, similar to the typical government or veteran’s headstones.

5. Marker defined. The term “marker” shall include both lawn level and above ground level one-piece memorials made of granite, marble, or bronze and placed on graves to memorialize one or more persons.

6. Urn defined. The term “urn” is a suitable container for the deposit of one or more cremated remains of the human body.

7. Nameplate defined. The term “nameplate” refers to a durable memorial which is attached to the individual crypt or niche plate or cover of public mausoleums or columbariums.

8. Property defined. The term “property” includes grave space, crypt, niche or burial space for cremated remains, cremation bench or cremation post.

9. (Reserved)

10. (Reserved)

II. SUPERVISION

11. Subject to orders of the Board of Trustees, the general manager shall have overall responsibility to enforce these rules and regulations, to maintain order and to supervise all employees and business invitees.

12. All sales made by the cemetery are subject to the rules and regulations which are in effect.

13. All funeral processions, upon reaching the cemetery gate, shall be under the supervision of the cemetery management.

14. All work in the cemetery, including grading, landscaping, care of lawns and trees, opening and closing of graves, niches, crypts, etc., will be done under supervision of the management.

15. (Reserved)

16. (Reserved)

III OWNERSHIP OF PROPERTY RIGHTS

17. It is recommended that purchasers visit the cemetery to aid them in their selection of cemetery property.

18. Purchasers of cemetery property will be given a certificate of ownership. This is a document which grants the right of interment in the cemetery describing the location of any lot, niche or crypt which has been purchased. It also describes any merchandise, such as markers and vaults, which have been purchased.

19. Description of lots, niches and crypts will be in accordance with the cemetery plats and records which are kept on file at the cemetery office.

20. No lot, crypt or niche shall be used for any other purpose than for the disposition of human remains.

21. No interment will be made unless the purchase price of the property and services is fully paid or satisfactory arrangements are made for payment with the general manager.

22. No transfer or assignment of any lot, niche, crypt or merchandise or any interest therein shall be valid unless notice is given to the general manager of the cemetery and has been accepted by him, and payment of a transfer fee as established by the Board of Trustees of the cemetery has been made.

23. Requests for property exchange between any of the seven cemeteries or within the cemetery may be honored.

If such exchange is made for like property (e.g. standard grave for standard grave or basic niche for basic niche) of equal or lesser current value, then only a transfer fee as determined by the Board of Trustees shall be charged. All transfers are subject to management approval. No cash rebates or refunds are permitted.

If such exchange is made for property of greater current value, then there will be allowed as a credit on the newly purchased property an amount equal to the amount paid on the original contract not including endowment care. Each trade will be subject to management approval and a transfer fee as fixed by the Board of Trustees.

24. Repurchase of property by the cemetery is not favored. Subject to provisions of Chapter 68.46 Revised Code of Washington and Washington Administrative Code, and depending upon family circumstances repurchase will

be considered only if the property is fully paid for and there is no acceptable exchange program. Any property repurchased by the cemetery will be either at the original selling price or at 30% of the current retail selling price, whichever is lesser. This policy may apply also to undelivered merchandise previously purchased.

25. Each cemetery is a member of the National Association of Cemeteries Lot and Crypt Dollar Exchange Programs, and all requests for transfers of property out of the Spokane area will be governed by the rules as established by that Dollar Exchange Program.

26. All seven cemeteries are operated with endowment care. The purchaser of any property in the cemetery will be fully protected as provided by the endowment care fund law, RCW 68.44, *et. seq.*, and the succeeding legislation.

27. It is the duty of the owner of any lot, niche or crypt to notify the cemetery of any change in post office address so that necessary notices respecting cemetery operations may be given.

28. (Reserved)

29. (Reserved)

31. (Reserved)

IV. INTERMENTS

32. No interment will be made unless the proper certificate (burial transit permit) is furnished, giving the name and sex of the deceased, and location of death. Notice of interment must be given at least 72 hours in advance.

33. Only one interment shall be made in a grave with the exception of a mother and infant or two children in one casket. However, two interments are allowed in some sections with the use of a double depth vault or two vaults built to be vertically stacked. One cremated remains is allowed in one grave space in addition to a full casket or two cremated remains are allowed in one adult or child grave space. Cremated remains may be placed in a casket to be buried or

entombed, provided the cemetery is provided necessary records of such interment.

34. The cemetery shall not be liable for the identity of the person to be interred.

35. It is required that a member of the deceased's family or a person with proper authority give the cemetery written authorization in advance of interment. Management may make exceptions to this rule when absolutely necessary subject to the Revised Codes of Washington. The cemetery shall not be held responsible for any order given by telephone or for any mistake occurring from lack of precise and proper instructions as to the particular space and location where interment is desired.

36. Every earth interment shall be enclosed in a concrete container, or outer container of other suitable material. All such containers must meet the specifications approved by the Board of Trustees, which are incorporated herein by reference and attached hereto.

37. The cemetery shall be in no way liable for any delay in the interment of a body where a protest to the interment has been made, or where these Rules and Regulations have not been complied with, or because of strikes, the elements, acts of God, common enemy, thieves, vandals, malicious mischief makers, explosions, unavoidable accidents, invasions, insurrections, riots, or order of any military or civil authority. The cemetery may require any protests to be in writing and filed in the office at the cemetery.

38. The cemeteries have certain dedicated areas which are owned by or subject to some control of churches, lodges, or other societies. Interments shall be limited in such areas to those as determined by the said organization. Cemetery charges will be made as provided in the contracts between said organizations and the cemetery.

39. Interments are permitted on Saturdays, Sundays and legal holidays, subject to fees set by management.

40. All interments and removals will be made subject to the laws and ordinances of the city, county and state and to orders of the court having proper jurisdiction.

41. If property and services are arranged for at the time of need, payment shall be made at such time.

V. DISINTERMENT AND REMOVAL

42. No disinterment shall be made except upon court order or by cemetery employees with the consent of the cemetery management upon the written consent of the lot owner, the surviving spouse, or, if none, then all members of the immediate family. Any disinterment is subject to RCW 68.50.160. The cemetery shall exercise the utmost care in making a removal, but it shall assume no liability for damage to any casket or burial case or urn incurred in making removal.

Prior to any disinterment, the relatives or those seeking it shall waive in writing and release the cemetery from any and all liability arising from the method of removal or condition of the remains.

Only a licensed funeral director shall open a casket which has been disinterred.

VI. MEMORIALIZATION

43. Each grave, crypt or cremation space is allowed memorialization. Markers, monuments, or benches may be installed for permanent memorialization of the deceased. In most lawns of the seven cemeteries, lawn level markers are required, but there are specific regulations for various areas in each cemetery. Benches are allowed in most areas of the seven cemeteries and require a minimum of two standard grave spaces.

44. No monument or marker may be placed on any lot on which any amount due the cemetery remains unpaid.

45. Grave markers shall be placed according to the rules of each cemetery, which rules are appended hereto.

46. Grave mounds shall not be allowed. No lots shall be raised above the established grade.

47. No coping, curbing, fencing, hedging, borders, or enclosures of any kind shall be allowed around any lot unless approved by the General Manager.

48. Placement of family monuments and tablets are subject to the approval of management.

49. If any monument, effigy, or structure whatever, or any inscription or sign be placed upon a lot which the cemetery management shall decide to be offensive, unsightly, or improper, the cemetery reserves the right to remove the same from the cemetery grounds and shall give notice thereof.

50. The cemetery disclaims any ownership of any monument in the cemetery and disclaims any liability for the insecure condition of any monument located therein. If it is determined by the General Manager that a monument is damaged, tipped, fallen, or unsightly for lack of attention by the owner of the lot, then any necessary and appropriate correction may be made by the cemetery without notice.

51. Private mausoleums can be permitted in certain areas of the cemetery properties. Complete plans and working drawings of such a structure must be given to the cemetery management before construction can start. In addition to the cost of property, a sum of money must be deposited to the endowment fund of the cemetery used which would provide adequate maintenance and care of the structure being built. This amount would be determined by the trustees of the fund and would be in addition to the amount of endowment care required by statute.

52. Markers, nameplates, floral vases, benches and monuments are made available for sale to property owners by the cemeteries. Property owners may also obtain markers and monuments from other sources. In order to maintain the necessary beauty, harmony and quality of marker placements, the cemeteries will install markers and make a reasonable charge for such installations in accordance with the published price lists. If a marker is to be installed, removed or relocated by someone other than the cemetery, a reasonable charge will be made by the cemetery for layout plans, supervision and inspection of installations to ensure compliance with cemetery rules. Payment for installation charges must be made prior to installation unless the company furnishing the marker has established a proper credit standing. Such companies shall be billed monthly and account must be paid by the 10th of the following month.

53. (Reserved)

54. The cemeteries will exercise reasonable care in caring for and protecting cemetery property including markers, monuments, floral vases, etc., **but are not responsible for vandalism and theft.**

55. (Reserved)

56. (Reserved)

VII.

DECORATIONS, FLORAL AND PLANTINGS

57. No flower receptacles may be placed in the mausoleum or columbarium, unless of approved size and design. All crypts and niches have special plastic and bronze containers for flowers. No other containers may be used on the crypts or niches.

58. When not in use, permanent floral containers placed on grave spaces must be of the type that can be inserted “upside down” to be at ground level. Each container will be placed in the ground with a concrete collar prepared by the cemetery. Cemeteries will make a reasonable charge for this installation.

59. Cut flowers will be removed from the graves at the discretion of the management.

60. Artificial flowers are *not* permitted on the lawns from March 1, to November 1, other than Memorial Day and one week following. Artificial flowers can cause damage to the lawn mowing equipment.

61. Precautions will be taken by the cemeteries to protect floral decorations, but they shall not be responsible for frozen plants or herbage of any kind or for plantings damaged by the elements, thieves, vandals, or by other causes beyond their control.

62. When a flower or rose bed or other planting is permitted, a charge for annual maintenance will be made. Terms are cash with the order, and, if annual costs are not paid or provided for, the plantings may be removed and replaced with grass.

63. No trees, shrubs, or plants shall be planted, pruned or removed without the consent of the management. In the event a lot owner desires to have a tree or shrub removed to make room for a burial, **such removal may be at the expense of the lot owner.** The cemetery shall have authority to prune, remove, or transplant any tree, shrub, plant, or anything upon a lot, when it is considered necessary.

64. No obstructions which interfere with grave care, such as boxes, shells, toys, metal designs, ornaments, chairs, settees, vases, and similar articles upon plots, shall be permitted, and if so placed, the cemetery reserves the right to remove the same.

65. (Reserved)

66. (Reserved)

VIII. "CONDUCT" IN CEMETERY

67. The General Manager and his assistants shall have charge of the grounds and buildings, and at all times shall have supervision and control of all persons in the cemeteries, including the conduct of funerals, traffic, employees, property owners, and visitors.

68. All funeral processions, upon reaching the cemetery gate, shall be under the supervision of the cemetery management. Once the funeral or committal service is complete, the cemetery management reserves the right to refuse permission to anyone to open the casket or to touch the body without consent of the legal representative of the deceased or without a court order.

69. No motor vehicle shall be driven at a rate faster than fifteen miles per hour in the cemetery grounds.

70. Bicyclists, joggers, and others are permitted on the grounds and are subject to the rules and regulations contained herein.

71. Children under the age of 15, unaccompanied by an adult, will not be permitted on cemetery grounds.

72. Other than service animals, No dogs, cats, or other animals will be allowed, in mausoleums, or other buildings. Only dogs on a leash at all times are permitted on the cemetery grounds.

73. All persons are prohibited from gathering or taking away any flowers, either wild or cultivated, or breaking any shrub, plant, or tree upon the cemetery grounds.

74. Peddling of flowers or plants or soliciting the sale of any commodity other than by authorized employees of the cemeteries is prohibited within the confines of the cemetery grounds. Solicitation of any kind is strictly forbidden at any time in the cemeteries, without the approval of management.

75. All persons are prohibited from writing upon, or in any manner defacing or injuring any monument in the cemetery.

76. No signs or notices or advertisements of any kind shall be allowed in the cemeteries unless placed by cemetery authorities.

77. Boisterous or unseemly conduct shall not be permitted in the cemeteries or in any of the buildings.

78. Persons other than plot owners or relatives shall not be permitted to loiter in the cemeteries, or in any of the buildings.

79. No firearms shall be permitted within the cemeteries except by special permit from the management or other duly constituted authorities.

80. No person shall be permitted to have refreshments within the cemeteries, except as authorized by the management.

81. It is of the utmost importance that there should be strict observance of all of the proprieties of the cemeteries, whether embraced in these rules or not, as no improprieties shall be allowed, and the management shall have power to prevent improper assemblages.

82. No person, other than employees, will be allowed or permitted upon the cemetery grounds except during posted hours.

83. The manager and other employees of the cemetery are authorized to act as security officers in and about the cemetery grounds, and any person disturbing the quiet and good order of the grounds, or other improper conduct, or

who shall violate any of these rules, will be required to immediately leave the grounds and may be further dealt with as provided by law.

84. The grounds and mausoleums shall be open at the times posted at the cemetery entrances. Office hours are from 8:00 A.M. to 4:30 P.M. unless otherwise posted. Business offices will be closed on Saturday afternoons, Sundays and holidays.

85. (Reserved)

86. (Reserved)

IX RIGHTS RESERVED TO CEMETERY— MODIFICATIONS, DISCLAIMERS AND EXCEPTIONS

87. The cemetery hereby reserves the right to correct any errors that may be made by them either in making interments, disinterments or removals, or in the description, transfer or conveyance of any interment property, either by cancelling such conveyances and substituting and conveying in lieu thereof other interment property of equal value and similar location as far as possible, or as may be selected by the cemetery, or, in the sole discretion of the cemetery, by refunding the amount of money paid on account of said purchase. In the event the error shall involve the interment of the remains of any person in such property, the cemetery reserves the right to remove and reinter the remains to such other property of equal value and similar location as may be substituted and conveyed in lieu thereof. Cemetery shall also have the right to correct any errors made by placing an improper inscription, including an incorrect name or date, either on the memorial or on the container for cremated remains.

88. Special cases may arise in which the literal enforcement of a rule may impose unnecessary hardship. The Trustees, therefore, reserve the right, without notice, to make exceptions, suspensions or modifications in any of these rules and regulations when, in their judgement, the same appear advisable, and such

temporary exception, suspension or modification shall in no way be construed as affecting the general application of such rule.

89. The cemetery may, through its Board of Trustees, and it hereby expressly reserves the right, at any time or times, to adopt new rules and regulations, or to amend, alter and/or repeal any rule, regulation and/or article, section, paragraph and/or sentence in these rules and regulations.

Adopted and issued by order of the Board of Trustees of Fairmount Memorial Park, Greenwood Memorial Terrace, Riverside Memorial Park, Spokane Memorial Gardens, Woodlawn Cemetery, Pines Cemetery and South Pines Cemetery on the 8th day of February, 1982 and amended this 13th day of December, 2013.

SIGNED: _____
PRESIDENT

ATTEST: _____
SECRETARY

**Memorial
REGULATIONS SUPPLEMENT
(SECTION VI)
GREENWOOD – RIVERSIDE
December 13th, 2013**

All lawns in these two properties are designated into six (6) categories as follows:

12/13/2013

A LAWNS. All “A” lawns are platted with 9 grave spaces per 4 digit numbered lots and the marker is placed at the head of the grave and read from the foot of the grave. Lawn level markers only are permitted in the following minimum sizes:

SINGLE

Granite – 28”x 16”
(no concrete)
Bronze—24”x 12” or 13”

placed on granite
foundation 28”x 16”

COMPANION

Granite—40” x 16”
(no concrete)
Bronze—36”x 12” or 13”

placed on granite
foundation 40”x 16”

B LAWNS. The large majority of “B” lawns are platted with 16 grave spaces per designated lot. Markers are placed at the head of the grave and read from the head of the grave. Walkways separate the rows of marker placement. Lawn level markers only are permitted in the following minimum sizes:

SINGLE

Granite—24”x 12”
(no concrete)
Granite—32”x 20”
(no concrete)
Bronze—24”x 12” or 13”
placed on granite
foundation 32”x 20”

COMPANION

Granite—36”x 12”
(no concrete)
Granite—44”x20”
(no concrete)
Bronze—36”x 12” or 13”
placed on granite
foundation 44”x 20”

C LAWNS. Lawn markers preferred with same sizes as used in “A” and “B” Lawns. Upon prior approval of management occasional exceptions can be made in these lawns when duplication of existing memorials is desired.

D LAWNS. Lawn markers only in same sizes as required in “B” lawns. Family monuments permitted if 8 or more grave spaces are owned. The monument must be placed in the center of the family plot. Specifications of the monument must have prior approval of the cemetery management.

E LAWNS. Areas designated as “E” Lawns are platted and set aside within the confines of larger lawns to receive cremated remains. Lawn markers or bronze name-vase urns are permitted as permanent memorials. Following marker sizes are required:

Granite—16”x 8”
22”x 14” (no concrete)

Bronze—16”x 8” (with bronze 22”x 14”)
Circular name-vase urn, maximum diameter 13” (with concrete border)

And set aside within confines of larger lawns for the burial of infants. Marker requirements are as follows:

Granite—16”x 8”
22”x 14” (no concrete)

Bronze—16”x 8” (with bronze 22”x 14”)

INNOCENTS LAWN. This is a special lawn in Greenwood platted for burial of adults, children, and infants. Marker requirements are as follows:

Infant Section

Granite—16”x 8” (no concrete border)
Bronze—16”x 8” (no concrete border)

Children Section

Granite—24”x 12” (no concrete border)
Bronze—24”x 12” (no concrete border)

Adult Section

“A” Lawn Regulations

Note: In all lawns the burial of one cremated remains is allowed in an adult or child grave space in addition to the regular burial. A small marker or vase memorial is allowed for memorialization. Minimum size is 20"x 10"

**Memorial
REGULATIONS SUPPLEMENT
(SECTION IV)
FAIRMOUNT MEMORIAL PARK
December 13, 2013**

Much of the Fairmount property is platted into various shaped family plots., Fairmount does allow above ground memorialization and benches in these and other specific areas subject to management approval

The newer lawns such as 19, 20, 31, 32, 41, etc., and the older lawns which have been re-platted, are platted with four grave lots numbered in sequence, and the markers are placed at the head of the graves. Lawn level markers are required unless otherwise noted. The standard 28"x 16" and the 36"x 12" or the 32"x 20" and 44"x 20" granite markers are preferred, but other size lawn level markers of granite or bronze or bronze on granite bases are permitted. Maximum length of a grave marker for a single adult grave *including* the border shall be 32"x 20"

Different areas in the lawns of Fairmount have been platted and set aside for burial of infants and cremated remains. Granite or bronze markers are used for these smaller burial spaces. The standard 16"x 8" granite or bronze marker with granite border is encouraged. The 22"x 14" granite marker without a border may also be used. Bronze name-vase flower containers placed with granite vase blocks, are also permitted for memorialization but with a maximum bronze

diameter of 13 inches. Companion markers for two cremation spaces are permitted but the size of the marker must not exceed 32" long and 12" wide.

Two areas of lawn 36 and lawn 41 have been platted to allow upright monuments. Each monument shall be of granite or marble and must memorialize at least two grave spaces. Each monument shall be at least 30 inches in height and will be installed only in areas so designated in the cemetery plats.

Note: In all lawns the burial of one cremated remains is allowed in an adult or child grave space in addition to the regular burial. A small marker or vase memorial is allowed for memorialization. Minimum size is 20"x 10".

Memorial

REGULATIONS SUPPLEMENT (SECTION IV) SPOKANE MEMORIAL GARDENS (SMG) December 13, 2013

Spokane Memorial Gardens (SMG), being the newest property and established as a true Memorial Park, no upright memorials have been or are allowed except for cremation and memorial benches and the Feature Memorials placed in the center of different lawns. Such Feature Memorials are installed and maintained by the cemetery management. Individual or multiple burial memorials are permitted, but must be installed at ground level. Prior to the time SMG became an integral part of Fairmount, all bronze markers were placed on a concrete foundation without the protective concrete border. Since the time Fairmount took over active management of SMG, it has been the policy to install all bronze markers with a granite border which keeps the growing grass from covering the marker itself. **Present regulations covering grave markers at SMG are as follows:**

1. Granite or bronze or bronze on granite markers are permitted.
2. Standard sizes such as explained in regulations of the other three properties are preferred:
 - a. Maximum length of a marker on a *single* adult grave including the granite border shall be no longer than 36 inches.

b. Minimum length for a marker on a single adult grave including border shall be 26 inches.

c. Areas are set aside and platted at SMG for burial of cremated remains and infants. Because of space limitations in such areas the standard 16"x 8" granite or bronze marker with concrete border or the 22"x 14" granite marker is preferred. Maximum length for a single marker in these areas shall be 22 inches. Maximum size for companion markers is 32" x 12".

d. In all lawns the burial of one cremated remains is allowed in an adult or child grave space in addition to the regular burial. A small marker or vase memorial is allowed for memorialization. Maximum size *including* necessary border is 22"x 14".

**Memorial
Regulations Supplement
(Section IV)
Woodlawn, Pines and South Pines
December 13, 2013**

Generally, the memorial regulations for Woodlawn, Pines and South Pines are the same as "A" and "B" lawns at Greenwood and Riverside. Upon prior approval of management, occasional exceptions can be made at these cemeteries when duplication of existing memorials are desired. Generally, larger memorial sizes are acceptable at Pines and South Pines due to the 5'x 12' grave spaces.

Concrete borders are not allowed except in special circumstances approved by management. Fairmount shall not be held liable for the maintenance, repair or replacement of any concrete boarder or foundation.

Benches are permitted in most sections of Woodlawn, Pines and South Pines. Upright monuments are permitted in some sections; information is available in the cemetery office.

**OUTER BURIAL CONTAINER
SPECIFICATIONS**

(SECTION IV)

STANDARDS

A. Structural Design and Strength

(1) The container must test favorably at a strength level sufficient to withstand a static load of 5,000 pounds per square foot, applied to the top surface. Such load may not produce a deflection of more than ½" on the top surface, nor more than 1" on the side walls. The container must have enough impact strength that a glancing blow from a backhoe, shovel, or tamper will not fracture it.

(2) There are no specific standards on weight but design should incorporate the necessary structural strength at the minimum achievable height.

B. Dimensions

(1) Outside dimensions should not exceed 94" in length and 34" in width for the regular manufacturing standard.

(2) Concrete outer container wall thickness should be the minimum possible, consistent with the strength requirements previously stated. The outer dimensions of the container are limited to the dimensions stated above, and inner dimensions must be sufficient to permit use of practically all caskets.

(3) Special sizes are necessary from time to time, either to accommodate a very narrow excavation situation, or to accommodate a singularly over-sized burial. In these cases all standards, except those pertaining to dimensions, must be met. The cemetery office must be notified as soon as possible in this event.

C. Material

(1) Material used in the construction of a burial container must be impervious to the destructive action of the natural elements contained in the soil which can range from extreme acidic to extreme alkaline conditions. Accelerated tests, designed to simulate fifty years of earthen burial are acceptable in determining the capacity of various materials to withstand soil conditions. The tests must be conducted by a recognized independent testing laboratory, with a copy of test results provided to the corporation.

(2) Approved outer containers of reinforced concrete do not require time acceleration tests since long and extensive experience has provided direct operational data. New concrete containers submitted for approval must simply meet the above standards drawn from this experience.

(3) Concrete used in outer containers must meet American Concrete Institute standards for reinforced concrete curing.

D. Operational Requirements.

(1) Because of the weight and strains involved in lifting, lowering, and handling of vaults, boxes, or other outside containers, strict safety and handling precautions must be adhered to. Outer containers must be so constructed and designed as not to separate or be damaged by the various sling and lift devices used. Outer containers which depend on sealants for structural rigidity must be sufficiently cured, bonded or otherwise secured prior to delivery to the cemetery. Piece Liners are not allowed at any Fairmount Memorial Association cemetery.

(2) Outer containers are handled by means of chains, straps, or cables passed around and/or under the unit. Outer containers which would be damaged by such handling techniques are not acceptable, unless specific arrangements have been made with the cemetery office in the case of each interment.

(3) Unsealed outer containers require an acceptable method of drainage such as the two one-inch diameter holes in the container bottom in order that water from condensation or seepage can ultimately be re-absorbed into the ground.

F. Approved list of outer containers for Ground Burial.

Manufacturer	Name of Container
Spokane Wilbert Vault Co. N. 1323 Cedar St. Spokane, WA 99205	Monarch
	Monticello
	Continental
	Venetian
	Stainless Steel
	Concrete Topseal
	Concrete Grave Box
	Cherub Infant Vault
	Double Depth Lawn Crypt

Note: For additions to this list contact Executive Offices of Cemeteries,
(509) 326-6813

Richland Cemetery Association

Rules and Regulations

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Rules and Regulations

Introduction

To be a place of beauty, a cemetery or mausoleum must be designed so that each interment space will be a contribution to the perfection of the whole. This requires a general plan for the laying out or construction of each grave, crypt or inurnment space, for the placement of memorials and other embellishments, and for the regulation of the conduct of all persons coming within the confines of the grounds and buildings. Unrestrained, a space purchaser might cause the erection of an inappropriate memorial or do some other thing that would mar the cemetery for others. By the adoption of rules and regulations the activities of each individual can, under the guidance of the Cemetery Association, be molded into a general plan.

For the mutual protection of every purchaser, these rules and regulations are hereby adopted as the rules and regulations of the Richland Cemetery Association, Inc. and all property owners and visitors within Resthaven Cemetery and Sunset Memorial Gardens and Mausoleums, and all property therein shall be subject to said rules and regulations, and subject, further to such other rules and regulations, amendments and alterations as shall be adopted from time to time; and the reference to these rules and regulations in a contract or in deeds or in certificates of ownership to spaces shall have the same force and effect as if set forth in full therein.

Definitions

1. Cemetery Authority shall mean the Corporate Officers and the Board of Directors, duly elected by the membership for the purpose of conducting and administering the cemeteries controlled and operated by the Richland Cemetery Association and those persons to whom said Board of Directors has delegated the operation of the cemeteries.
2. Cemetery means the burial grounds commonly know as Sunset Memorial Gardens and Resthaven including, without limitation:
 - a) All land dedicated or used for interment of the remains of human dead;
 - b) All vegetation therein;
 - c) All graves, mausoleums, crypts, columbarium, niches or other interment spaces, therein;
 - d) All roads, walkways and other structures of every kind therein, and
 - e) All equipment and facilities incident to the operation of Sunset Memorial Gardens and Resthaven Cemetery.
3. Mausoleum means a structure or building for the entombment of human remains in crypts in a place used, or intended to be used, and dedicated, for cemetery purpose.
4. Columbarium means a structure, room, or other space in a building or structure containing niches for permanent inurnment of cremated human remains in a place used, and dedicated, for cemetery purpose.

5. Endowment Care means cutting of the lawns on the graves and other lawn areas within the cemeteries at reasonable intervals and the general maintenance of the cemeteries including building, roads, fences, etc., in so far as the net income derived from the Endowment Care fund will permit.
6. Interment means the (a) burial, (b) entombment, or (c) inurnment of human remains. Interment is used as a generic term to embrace all forms of disposition of human remains in cemeteries.
 - a) Burial means the disposition of human remains by earthly burial in a grave.
 - b) Entombment means the placement of human remains in a crypt.
 - c) Inurnment means the placement of cremated remains in an urn in a grave, crypt or niche.
7. Right of Interment means the right to inter the remains of one human being in the Cemetery subject to the rules and regulations in effect for the governance of the Cemetery (This term is interchangeable with “Right of Sepulture”).
8. Deed means the document by which the Cemetery Authority conveys the right of interment (This term is interchangeable with “Certificate of Ownership”).
9. Grave means a piece of land in a Cemetery used or intended to be used for the burial of the human remains of one person.
10. Space means a grave, crypt or niche.
11. Plot means a group of two or more adjoining graves, crypts or niches.
12. Lot means four adjoining graves as indicated on the Association’s overall plot maps.
13. Crypt means a space of sufficient size in a preconstructed concrete or granite building used or intended to be used for the entombment of human remains of one person. By the definition, crypt is one kind of space. The types of crypts are:
 - a) Mausoleum Crypt – a structure in which all crypts front on hallways or corridors, which are totally enclosed from outside elements.
 - b) Garden Crypts – a structure in which all crypts on walkways are not enclosed but exposed to the outside elements.
14. Niche means a space in a columbarium, mausoleum or other structure, used or intended to be used for the inurnment of the cremated remains of one person. By this definition, niche is one kind of a space.
15. Memorial means the item or structure used to indicate or mark the place where an interment has or will be made, or serving to preserve remembrance or commemorate a family or an individual and includes such terms as monument, marker, tombstone, shutter, headstone, niche plate or cenotaph.
16. “Association”, “The Association”, and “This Association” are herein used interchangeable, and mean Richland Cemetery Association, Whose principle offices are located at Sunset Memorial Gardens, 915 By-Pass Highway, Richland Washington.
17. “Directors” or “Trustees” means the board of directors, board of trustees or other governing body of the Richland Cemetery Association.
18. Owner means the person or persons:
 - a) To whom the Cemetery Authorities has conveyed a deed; or
 - b) Who have acquired such rights by transfer in accordance with these Rules and Regulations; or
 - c) Who hold such rights by inheritance.

General Supervision of Cemeteries

1. Admission to Cemeteries: The Cemetery grounds are private, and the right is reserved by the Association to refuse admission to any one not an owner, and to refuse the use of any of the Cemetery facilities at any time to any person or persons whom the management may deem objectionable to the best interests of the Cemeteries.
2. Conduct of Persons within the Cemeteries: Persons within the Cemetery grounds shall use only the avenues, walks, alleys and roads which have been surfaced for travel thereon. Owners may walk on grass to reach their spaces. Loud talking and distractive activities are prohibited. Receptacles for litter are provided at convenient locations; therefor littering on drives, paths or any grounds or in any buildings is prohibited. Without the permission of the Management, it is forbidden to pluck any flower, break any branch or remove any tree or plant. Nor shall anyone write upon, deface or damage any memorial, fence or other structure within the cemetery.
3. Vehicles: Automobiles shall not be driven through the grounds at a greater speed than fifteen miles per hour and must always be kept on the right hand side of the Cemetery roadway. Automobiles are not permitted to park or to come to a full stop in front of an open grave unless such automobiles are in attendance at a funeral.
4. Peddling or Soliciting: Peddling of flowers or plants or soliciting the sale of any commodity is not permitted within the confines of the Cemeteries. No signs or notices or advertisements of any kind shall be allowed in the Cemeteries, unless placed by the Association.
5. Hours, Grounds and Office: The Cemetery grounds, office and buildings shall be open at such times as the officers of the Richland Cemetery Association, Inc. of Richland shall from time to time designate. The usual office hours are from 8:30 A.M. to 5:00 P.M. except weekends and holidays.
6. Animals: Dogs or other animals will not be allowed to run at large in the Cemeteries but must be kept on a leash or preferably kept inside the owner's automobile. Solid excrement resulting from any animal shall be removed from the Cemetery by the animals' owner immediately.
7. Enforce Rules: The manager is hereby empowered to enforce all rules and regulations, and to exclude from these Cemeteries any person violating the same. The manager shall have charge of the grounds and buildings, and at all times, shall have supervision and control of all persons in the Cemeteries, including the conduct of funerals, traffic, employees, owners and visitors.
8. Police Authority: Within the Cemeteries and within such radius as may be necessary to protect them the Manager and such other persons as the Cemetery Authority Designates are in charge of the Cemeteries and have the authority of a police officer for the purpose of maintaining order, enforcing the rules and regulation of the Cemetery Association, the laws of the state, and the ordinances of the city or county.
9. Recording: Recording of spaces and burials: Complete records of all owners and interments will be kept at the Cemetery office. No person will be recognized as owner or part owner of the space unless their name appears upon the records of the Association as such.

10. Endowment Care: The Association declares that they have created Endowment Care Funds in accord with the “General Cemetery Act” of the State of Washington to be operated for the mutual benefit of the owners contributing to the Funds.
- a) Endowment Care of Mausoleums: Whenever and wherever the term “endowment care” is used in reference to the mausoleums, it shall be held to mean the cleaning and sweeping of the buildings at reasonable intervals, the replacement of broken glass, the keeping of the roof in repair, meaning and intending only the repairs necessitated by wear.
 - b) Endowment Care of Memorial Foundations: Fifty percent of the Marker Maintenance fee charges on all new memorials installed in the Cemeteries shall be placed in the Endowment Care Funds, the purpose of which shall be to provide future income for the repair or replacement of them. Memorial foundation repairs, replacements and the frequency of care shall be determined by the Manager.
 - c) Endowment Care Exceptions: The term “endowment care” shall in no case be construed to mean the cleaning, maintenance, repair or replacement of any memorials placed or erected upon plots, nor the planting of flowers or ornamental plants; nor the maintenance or doing of any special or unusual work in the Cemetery or in the Mausoleums; nor does it include the reconstruction of any marble, granite, bronze, or concrete work on any section or space, or any portion or portions thereon in the Cemeteries or Mausoleums or other buildings or structures, caused by the elements, an act of God, common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, unavoidable accidents, invasions, insurrections, riots, or by the order of any military or civil authority, whether the damage be direct or collateral, other than as herein provided. The Association shall not be prevented from using income from the endowment care funds for the above purposes if, in their judgment, it may become advisable to do so.
 - d) Investment of Endowment Care Funds: The funds received for endowment care shall be held in trust and invested as provided in the agreements between the Association and the Trustees, in accord with the “General Cemetery Act” of the State of Washington.
 - e) Expenditure Limited to Income: Endowment care, whether applied to graves, crypts or to any space within the confines of the Cemeteries, shall be limited absolutely to the net income received from the investment of the endowment care funds, no part of the principal being expended, anything herein to the contrary notwithstanding.
 - f) Trustees to Direct Expenditures: The income from the endowment care funds shall be expended by the Board of Trustees in such a manner as will, in its judgment, be most advantageous to the property owners as a whole, and in accordance with the purpose and provisions of the laws of the State of Washington applicable to the expenditure of such funds. The Board of Directors is hereby given the full power and authority to determine for what purpose and in what manner the income from said funds shall be expended, and it shall expend said income in such a manner, as in its sole judgment, it may deem advisable for the care, reconstruction, repair and maintenance of all or any portion of the Cemetery grounds and Mausoleums and it may also expend said income for

attorney's fees and other costs necessary to the preservation of the legal rights of the Association.

11. Property Rights of Owners: Owners rights are set forth in the "General Cemetery Act" of the State of Washington, a copy of which is on file at the Association office.
12. Transfer or Assignments:
 - a) Consent of Association: No transfer or assignment of any space, or interest therein, shall be valid without the consent in writing of the Association first to be had and endorsed upon such a transfer or assignment, and thereafter being recorded on the books of the Association.
 - b) Indebtedness: The Association may refuse to consent to a transfer or to an assignment so long as there is any indebtedness due the Association from the record owner or from anyone else in connection with the interment in, or purchase of, the space.
 - c) Transfer Charges: All transfer of ownership in spaces shall be subject to a charge which charge must be paid to the Association when the transfer is recorded.
13. Evidence of Ownership: The possession of a deed is not sufficient evidence of the transfer of a space from the original owners, and no sale, transfer or assignment of any space or interest therein shall be valid without the consent in writing of the Association indorsed upon each transfer or assignment. A charge for approval of a transfer and its record on the books of the Association will be made. A new deed may be issued to replace a deed that has been lost or destroyed. This transaction is subjected to a charge.
14. Protection Against Loss: Use of guards and non-responsibility. The Association takes reasonable precautions to protect plot owners and the property rights of owners within the cemetery from loss or damage. It shall have the right to maintain guards if in its discretion it deems it necessary but is under no legal obligation to do so.

Whether or not guards are used the Association distinctly disclaims all responsibility for loss or damages from causes beyond its reasonable control, and especially from damages by the elements, an act of God, a common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, unavoidable accidents, invasions, insurrections, riots, or order of any military or civil authority, whether the damage be direct or collateral.
15. Change in Address of Owners: It shall be the duty of the owner to notify the Association of any change in his post office address. Notice sent to an owner at the last address on file in the office of the records of the Association shall be considered sufficient legal notification.
16. Interments and Disinterments:
 - a) Subject to Laws: Besides being subject to these rules and regulations all interments and disinterments are made subject to the orders and laws of the properly constituted authorities of Benton County and Washington State.
 - b) Payment for Interment or Disinterments: No Interment or disinterment shall be permitted in any space until arrangements for payment have been made in the Cemetery Offices.
 - c) Holidays: No interments or removals shall be made on any of the following holidays: New Years Day, Washington Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day except where

circumstances are such as to place an added burden on the family if permission was denied.

- d) Notice: The right is reserved by the Association to insist upon at least twenty-four hours notice prior to any interment, and to at least one week's notice prior to any disinterment and removal.
- e) Application for Interment: The Association reserves the right to refuse interment in any space, and to refuse to open any burial space for any purpose, except on written application by the owners of record made out on forms provided by the Association and duly filed in person at the office of the Association.
- f) Outer Burial Container: Every earth interment shall be enclosed in a concrete grave box, concrete vault or other unit of suitable material approved by the Authority.
 - i) The installation of these outer containers shall be preformed by the Cemetery personnel or an approved supplier with suitable equipment and ability to perform. All suppliers' installation will be under the direction of the Cemetery grounds foreman.
 - ii) Any type outer container not previously used by the Association must be approved by the Cemetery Authority 30 days before use.
 - iii) Written request for approval of a new type outer container must be submitted 30 days before use and accompanied by general information and specifications of the unit. This material will be reviewed by the Cemetery Authority and test service facilities recommended although any recognized testing authority may be used. The results of the test must be transmitted to the Cemetery Authority and approved prior to installation of any outer container for interment purpose.
- g) Authorization of One Owner Sufficient: The Association reserves the right to make an interment of any member of the immediate family upon written authority of any one of several owners. No other person may be interred in any space without the written consent of all owners of the space who are recorded as such on the books of the Association.
- h) Location of Interment Space: When instructions regarding the location of an interment space cannot be obtained, or are indefinite, or when for any reason the interment space cannot be opened where specified, the manager may, in his discretion, open it in such location in the spaces he deems best and proper, so as not to delay the funeral; and the Association shall not be liable in damages for any errors so made.
- i) Interment Orders Given By Telephone: The Association shall not honor any order for interment given by phone. If it is physically impossible for the owner to come to the Association's office or for the Association's counselor to come to the owner because of distance, the Association will dictate by telephone the format of its application for the notarized signature of the plot owner. This complete application must be received by the Association at least twenty-four (24) hours prior to interment. If the above procedure is used the Association shall not be held responsible for any mistake occurring from the want of precise and proper written instructions as to the particular space, size, and location in a plot where interment is desired.

- j) Errors May Be Corrected: The Association reserves, and shall have, the right to correct errors that may be made by it either in making interments, or disinterments, or in the description, transfer or conveyance of any property, either by cancelling such conveyance and substituting and conveying in lieu thereof other reasonable equivalent interment property as may be selected by the Association, or, in the sole discretion of the Association, by refunding the amount of money paid on account of said purchase. In the event the error shall involve the interment of the remains of any person in such property, the Association reserves, and shall also have the right to correct improper inscription errors, including an incorrect name or date, either on the memorial or on the container for cremated remains. The Association shall not be liable for damages to any person for any such inadvertent error committed by it.
- k) Delays in Interments Caused by Protests: The Association shall be under no obligation to recognize any protest of interments unless the protest is in writing and filed in the office of the association. The Association shall not be liable for any delay in the interment of a body that is the direct result of a “protest to interment”.
- l) Not Responsible for Identity: The Association shall not be liable for the interment permit nor for the identity of the person sought to be interred.
- m) No Interment Unless Property Paid For: No interment shall be permitted or memorial placed in or on property not fully paid for except by special consent of the Association in writing in each and every case, and, in the event such consent is given, any and all interments or memorials placed in or on said property shall be considered to be temporary. A signed service agreement shall be considered as payment, but no right shall be acquired by the purchaser by interment or interments until the price of said property, including contribution to the endowment care fund, is fully paid for in cash, including principal and interest. In case the purchaser of said property shall fail to meet all payments within the agreed upon time after the same are due, then the Association may reenter said property and hold the same as of its former estate. The Association thereupon shall be released from all obligations thereunder, and it may retain such payments as may have been made toward the purchase of such property as liquidated damages. The Association reserves the right, and shall have the right immediately or at any time thereafter, without notice, at its discretion, to remove to an alternative space, to be chosen by the Association, each of the remains then interred in said property. The Association further shall have the right to remove any memorial that may have been placed on said property.
- n) Interment of More Than One Body: Not more than one body, or the cremated remains of more than one body, shall be interred in one grave, crypt or inurnment space, except by written consent of the Association, and provided proper identification is made on such interment or interments on permanent regulation markers, crypt plates or inurnment location plates.
- o) Interment for Members of Any Race or Creed: The Association reserves the right to inter the body or cremated remains of any body so long as it is a human being, in any space in the Cemetery. This Association shall not discriminate against any person on the basis of race, color or creed.

- p) Manager in Charge of Funerals: All funerals, on entering the Cemetery shall be under the charge of the Manager or his assistants.
 - q) Caskets Not To Be Disturbed: Once a casket containing a body is within the confines of the Cemetery, the Association reserves the right to refuse permission to the funeral director, or his embalmer, assistant, employee or agent, to open the casket or to touch the body without the consent of the legal representative of the deceased, or without a court order.
 - r) Operating Hours: The Cemeteries will be open for interments Monday through Friday, 8:00 A.M. to 4:00 P.M., and other days by special arrangement. Under normal circumstances there will be no interments on Sunday and legal Holidays set by law.
 - s) Funerals Not Approved: The Cemetery Authority reserves the right to approve and/or restrict any ceremonial act that it determines may be embarrassing to the Cemetery, a public nuisance, or which otherwise constitutes undignified demeanor in the judgment of the Cemetery Authority.
17. Removals:
- a) Removal for Profit Prohibited: Removal, by the heirs, of a body or cremated remains of a body so that the space may be sold for profit to themselves, or removal contrary to the expressed or implied wish of the original owner, is not in the public interest and is not permitted.
 - b) Care in Removal: The Association shall exercise the utmost care in making a removal, but it shall assume no liability for damage to any casket or burial case incurred in making a removal.
18. Service Charges and Past Due Indebtedness:
- a) Payment of Services Charges: The charges for Cemetery services should be paid at the time of the issuance of the order of interment or disinterment and removal.
 - b) Department of Social and Health Services Reimbursements: The Association will accept as a method of payment funds from the D.S.H.S. for the burial of individuals qualifying. The Association will provide those items of merchandise and service as established by the Department in Resthaven Cemetery, Block II. This location restriction is not applicable when the deceased has purchased a space from the Association prior to death.
 - c) Past Due Indebtedness: Arrangements for the payment of any and all such indebtedness due the Association are to be made before interment will be permitted in any space. Any past due indebtedness for burial charges covering an interment in a space or for a memorial foundation and maintenance or for any service of supplies due to the association shall constitute a lien in favor of the Association against any unused space.
19. Control of Work In The Cemeteries:
- a) Work To Be Done By Association: All grading, landscape work and improvements of any kind, and all care of plots, memorials and settings shall be done by the Association, and all trees and shrubs and herbage of any kind shall be planted, trimmed, cut or removed only by the Association.
 - b) Manager Must Direct and May Remove Improvements: All improvements or alterations of individual property in the Cemetery shall be under the direction of and subject to the consent, satisfaction and approval of the Manager; and should

they be made without his written consent, or, in any event, if, in his judgment, they become unsightly he shall have the right to remove, alter or change such improvements or alterations at the expense of the owner.

- c) Right to Replat: The right to enlarge, reduce, replat or change the boundaries or grading of the Cemetery, including the right to modify, or change the location of or move roads, drives, or walks, or any part thereof, is hereby reserved by the Cemetery Authority. The right to install, maintain and operate, or alter, or change pipelines or gutters for sprinkler systems, drainage, lakes, etc., is also expressly reserved by the Cemetery Authority, as well as the rights of the Cemetery property not sold to individual owners for cemetery purpose, including interment of human remains. The Cemetery Authority reserves to itself and to those lawfully entitled thereto a perpetual right to ingress and egress over spaces for the purpose of passing to and from other spaces.
- d) Loss or Damage: The Cemetery Authority will take all reasonable precautions to protect owners and their property rights within the Cemetery from loss or damage beyond its reasonable control, including, but not limited to, damage caused by the elements, an act of God, common enemy, thieves, vandals, strikes, malicious mischief makers, explosions, unavoidable accidents, invasions, insurrections, riots, air raids or order of any military or civil authority, whether the damage be direct or collateral.
- e) Trespasses: Only the owner and his/her relatives shall be permitted on the Cemetery space(s). Any other person shall be considered as a trespasser and the Cemetery Authority shall have no duty to the trespasser to keep the property or the memorial on the property in reasonable safe condition or to warn the trespasser of any defects.
- f) No Easement Granted: No easement or right of interment is granted to any owner in any road, drive, alley or walkway in the Cemetery, but all owners are granted a revocable license to use such road, drive, alley or walk within the Cemetery as a means of access to the Cemetery or buildings as long as the Cemetery Authority permits such use.

20. Decoration of Spaces:

- a) Floral Regulations: No planting is permitted on spaces. Plants donated in the memory of someone must be given to the Manager and he will locate it in a planned area providing it is suitable.
- b) Memorial on Each Space: Each space must have a minimum memorial and must be of materials of approved size, design and quality. No memorial will be set until it meets with the standards set by the Association and until the costs of setting and immediate and future care have been paid. (See Policy Rules and regulations for Placement of Memorials.)
- c) Association Rights and Authority: The Association shall have authority to remove all floral designs, flowers, weeds, trees, shrubs, plants or herbage of any kind from the cemetery as soon as, in the judgement of the Manager, they become unsightly, dangerous, detrimental or when they do not conform to the standards maintained. The Association shall not be liable for floral pieces, baskets or frames in which or to which such floral pieces are attached, beyond the acceptance of such floral pieces for funeral services held in the Cemetery. The Association shall

- not be liable for lost, misplaced or broken floral vases. The Association shall not be responsible for frozen plants, or herbage of any kind or for flowers damaged by the elements, thieves, vandals or other causes beyond its control. The Association reserves the right to regulate the method of decorating spaces so that a uniform beauty may be maintained. The Association reserves the right to prevent the removal of any flowers, floral designs, trees, shrubs or plants, or herbage of any kind.
- d) Trimming and Pruning: No person shall trim or prune or remove any part of any tree, shrub or flower in the Cemetery whether on his space or not. On request the Manager will direct any pruning needed. Trimming of shrubs placed in planned areas at the request of an owner will only be done upon payment of a reasonable charge if it is in addition to the general care maintained.
 - e) Certain Ornaments Prohibited: The placing of boxes, tubs, shells, toys, metal designs, ornaments, battery-controlled lights, solar lights, chairs, settees, vases, glass jars, tins or iron or earthenware jars or jugs, or similar articles, upon spaces or markers shall not be permitted and if so placed, the Association shall have the right to remove the same.
 - f) Crypt and Niche Embellishments: All fittings, adornments, plates and inscriptions and or arrangements on crypt or niche fronts shall be and are hereby declared to be, subject to the approval and control of, and acceptance or rejection by the Association. Artificial and silk flowers are permitted when placed in a vase meeting Association Policy (see Rules and Regulations Placement of Memorials). Flower baskets, flower vases, statuary or potted plants may not stand on the floor of the Mausoleum except for a funeral service and must be placed on a mat to protect the floor from stains.
21. Flower Regulations: The Association encourages the use of floral tributes on the spaces. The beauty and continuity of the cemetery depends on the cooperative efforts of all owners and friends. Therefore, some regulation of grave decorations must be adhered to. Following are specific rules covering this subject:
- a) Fresh cut flowers set in a permanently set vase are permitted at all times, and will be removed when they become unsightly.
 - b) Artificial flowers made of polydthelene or silk, that are placed in a permanently set vase will be permitted only during specific periods each year, October 1st through April 1st but will be removed when they become unsightly.
 - 1) When high winds prevail, artificial flowers blown out of flower receptacles are taken to the shop area for storage, as it is impossible to return them to the proper receptacle with guaranteed accuracy.
 - 2) Rocks, wire, coat hangers and glass may not be used to secure flowers, as they are detrimental to the safety of the employees and harmful to the equipment.
 - c) Exceptions to these rules prevail on Easter, Mother's Day, Memorial Day and Father's Day – on these days additional decorations can be placed in the cemetery: however, anything that does not conform to 1 or 2 above will be taken to the Storage Area on the morning of the third day following the holiday, or the first scheduled mowing which ever occurs first.
 - d) Planting flowers or digging up the turf on graves is forbidden.

Storage Area – The storage area is where all valuable floral tributes removed by cemetery employees are placed. It is located in the shop area at the south end of Sunset Memorial Gardens and in the northeast corner of Resthaven Cemetery. If your floral tribute is missing, seek out an employee for assistance. Floral tributes taken to the storage area will be kept for a period ninety days.

22. Construction Reserved to Association

The Association reserves to itself for its own benefit with full power to assign the same or any portion thereof the right at any time to construct, maintain and operate within the cemetery any permanent and temporary structures incidental to the preparation and disposal of human remains.

23. Miscellaneous

a) Change of Address: It is the duty of an owner to notify the Cemetery Authority in writing of any change of post office address. Notice sent to an owner at the last address on record in the Cemetery Office shall be sufficient and proper notification.

b) Agreement: The instrument of conveyance and Rules and Regulations and any amendments thereto, constitute the sole agreement between the Cemetery Authority and the space owner. The statement of any employee or agent, unless confirmed in writing by the Cemetery Authority, shall in no way bind the Cemetery Authority.

c) Avenue of Flags: It is the intent of the Richland Cemetery Association to provide to the families of any deceased Veteran a proper setting for the displaying of flags given the families by the United States Government, therein honoring the individual represented.

Donations are solicited to help cover the initial cost of installation, annual presentation and storage.

The Flags will be flown once a year on Memorial Day, weather permitting, in unison and in alphabetical order.

The cemetery will handle and store the entrusted flags in a manner most becoming their importance, not only as our Nation's flag, but also as something most meaningful to the family. The Association will not be responsible for the replacement for the replacement of the flags should they become unfit to present due to normal wear, or acts beyond its control.

The Association will also have the right to use the names of the persons that the flags represent in their normal public relations using a public media (newspaper). Any person so desiring to withhold their name from publication may do so by written request to the Richland Cemetery Association.

Policy – Placement of Memorials

Subject: Rules and regulations for the placement of Memorials in Sunset Memorial Gardens and Resthaven Cemetery.

1. General Policy

It is the intent of the Richland Cemetery Association, Inc. to adhere closely to established standards concerning the placement, inspection and inscription and materials of all memorials used in any of its properties. This is necessary to ensure a high level of quality and appearance. Control is essential to protect the investment of each of our owners. Permission to make exceptions, or where prior approval is required, may be granted only by the Board of Trustees.

Memorials will be placed only in those locations designated on the applicable plot map and as determined by the Richland Cemetery Association with only one memorial allowed per space, including companion memorials that cover more than one space. One granite vase block 12” by 12” by 3” shall be allowed in addition to a single memorial subject to the rules and regulations of the cemetery.

All markers shall face in the direction that has been established in the section that they are installed. All markers must be placed at the head of the grave with the upper edge in line and even with the upper edge of the grave. The sides of the marker shall be equal distance from the sides of the Grave(s). The marker must be placed with the highest point on the face even with ground level.

2. Memorial Setting Application Procedures

- a. All memorials purchased through the Richland Cemetery Association shall be written up on their standard Service Agreement.
- b. All memorials furnished by outside monument dealers, or the government will utilize the Association’s outside memorial order form and all charges will be prepaid.

This form, containing a written request for memorial setting, must be submitted to the Association’s office in advance of the delivery of the memorial. The form must be filled out and must have the signature of the space owner or next of kin when the owner is deceased.

If the memorial is unusual in any respect, a detailed design or sketch, showing exact measurements, must be submitted describing the variance requested. Written permission from the Association must be obtained before such a memorial can be placed.

- c. When a person has elected to perform the setting function themselves, they will utilize the Association’s Request to Install Memorial form. The form must be completely filled out including a requested date and time of installation (in no case less than two days following presentation of the completed application to the Association). The form must have the

signature of the owner or next of kin when the owner is deceased and all recording fees, layout, inspection fees and maintenance charges must be arranged and paid for in advance.

No installer who owes for correction work will be allowed further installation rights.

3. Marker and Monuments Sizes and specifications

a. Flush Memorials

Granite or bronze lawn markers may be used depending on location of grave(s). The following sizes are permitted. No deviation by more than ½ inch in any dimension will be permitted.

<u>Single Inscription</u>		<u>Multiple Inscription</u>	
12 X 5	(B, 2, 5)	24 X 12	(B, G, 4, 5)
12 X 7	(B, 3)	24 X 13	(B, 4, 5)
16 X 8	(G, 5)	24 X 14	(B, 4, 5)
24 X 12	(B, G, 1, 5)	28 X 16	(G, 4, 5)
24 X 13	(B, 5)	32 X 20	(G, 4, 5, 6)
24 X 14	(B, 5)	36 X 12	(B, G, 5, 7)
28 X 16	(G, 5, 6)	36 X 13	(B, 5, 7)
32 X 20	(G, 5, 6)	36 X 14	(G, 5, 7)
		36 X 18	(G, 5, 6, 7)
		44 X 13	(B, 5, 7)
		44 X 14	(B, 5, 7)
		56 X 16	(B, 5, 7)

Notes:

B. – Bronze

G. – Granite

1. – Veterans Memorial Garden – Government issue or matching, Bronze only

2. – Infant Sections – Bronze only

3. – Urn Garden, Love and Rest, Bronze only

4. – Single lot multiple burial (2)

5. – Adult lots – Veterans Memorial Garden excluded

6. – No concrete foundation or trimming margin required

7. – Double marker for two adjoining spaces

b. Monuments

Upright memorials must be of granite and are permitted only in Resthaven Cemetery, Blocks I, III and IV

The size, proportions and designs of all monuments in Resthaven Cemetery must be approved by the Association.

4. Foundations

Richland Cemetery Association reserves the right to do all foundation and collaring work or to supervise, inspect and approve installation work done by others with the standards established by this policy statement (Also see Section 8).

a. Lawn Memorials

Lawn memorials must be set flush with the contour of the lawn area in which they are placed. Unless specified otherwise, in Section 3-A, all lawn memorials shall be installed with a concrete foundation having a minimum thickness of four inches and having a length and width that will produce a three and one-half inch collar around the perimeter of the memorial.

Bronze may be attached to a pre-cast concrete foundation with bronze hardware providing the foundation allows the memorial to be recessed into it a minimum of one-fourth inch.

b. Upright Monuments

Foundations for upright monuments will be thirty inches deep for the full size of the base and will allow sufficient protrusion to allow proper collaring of three and one-half inches.

c. Concrete Work

All concrete mix shall develop the following minimum strengths: 2,000 lbs. at seven days; 3,000 lbs. at 28 days. Minimum cement factor shall be 5.0 sacks per cubic yard.

The outside edge of the concrete trimming collar shall be relieved to an approximate ½ inch radius rounded edge. All exposed concrete shall given a hard steel trowel finish.

5. Inscriptions and Lettering

- a. All lettering and design work must be cut or tooled into the granite.
- b. Lettering and design work on bronze must be an integral part of the marker or in the case of a companionate memorial a second scroll may be added if the memorial was originally designed to accept it.

6. Upright Monuments

Upright monuments may be placed only were specifically authorized.

7. Specific Restrictions

- a. Memorials will be permitted on unpaid property only with prior permission of the Association.
- b. Memorials not conforming to these standards will be removed at the expense of the owner or memorial purchaser.
- c. Where multiple interments or inurnments are made in an interment space a 24 X 12 memorial is accepted as the minimum size for a double inscription memorial.

8. Procedure When Installation Is By Others

- a. The installer of memorials will not install any memorial that is not in accordance with the published specification, guidelines and instructions

provided by the Association for quality and design of memorials, and quality and method of installing memorials. If the installer of a memorial should install a memorial that is not in accordance with the published specification, guidelines and instructions provided by the Association, then the installer must remove the memorial, at the installers expense and shall pay any reasonable expenses incurred by the Association in connection with the removal.

- b. If the installing person is a monument dealer or agent of a monument dealer, he shall provide evidence of adequate workmen's compensation insurance in accordance with Washington State or other applicable laws. All installers must agree to be responsible for damages to cemetery or other owner's property and to indemnify the Association against claims resulting from their installation.
- c. Within two full working days of the application, provided for in Section 2-C of this policy, the Superintendent will inspect the proposed memorial site and either confirm the installation date and time or where that is impossible either because of weather, conditions of the turf, interment schedules or other sufficient reason, will by mutual agreement with the installer, establish an alternate date and time. If the installation is not complete by the agreed upon date and time, it shall be the responsibility of the installer to reapply. Under no circumstances will installation work be conducted while an interment or religious service is being conducted nearby.
- d. It shall be the responsibility of the Association's Superintendent to locate and mark the four corners of the memorial in accordance with the dimensions given by the installer.
- e. It is the responsibility of the installer to remove all material, forms, earth, extra sod, etc. and to leave the area surrounding the work in its original condition. Removed material may not be disposed of on cemetery grounds. No installer shall drive vehicles of any size on any cemetery lawns or walkway without having each time obtained prior permission from the Association's Superintendent. All flush memorials will be installed so as to follow the natural contour of the land. Any memorial, which extends inappropriately above the turf level, will be considered to have been incorrectly installed.
- f. Upon the completion of the installation, the installer shall inform the Superintendent.
- g. The Association shall then have three working days to inspect the installation. If deviations from the standards of this policy and/or poor workmanship are discovered, the Association shall notify the installer by mail, at the address shown on the application to install. Should the deviation not be corrected within thirty days of the notification the Association shall notify the lot owner at the last recorded address on its records. Ten working days following that notification the Association shall perform whatever corrective work it deems necessary and the charges shall be billed to the installer and/or the owner or next of kin or purchaser of the

memorial. The time limits shall not apply if the deviation is considered to be a hazard to employees, the public or cemetery equipment.

- h. If a memorial should sink, tilt, become misaligned or should the trimming collar check or crack, within twelve months and the Association believes this is due to faulty installation, the Association shall notify the installer in writing so that the installer can correct it. If corrective action is not taken within thirty days the Association shall take such action as it deems necessary at the installers and/or owners expense.

REQUEST TO INSTALL MEMORIAL

Installer's Name: _____ **Phone:** _____

Address: _____ **City:** _____ **State:** _____ **Zip:** _____

Memorial to: _____

Installation date requested: _____

Cemetery: _____	Size of marker: _____
Garden: _____	Location, inspection & Recording fee \$ _____
Block: _____ Lot: _____ Space(s): _____	Setting fee \$ _____
Remarks: _____	Maintenance charge \$ _____
_____	Sales tax \$ _____
_____	Total amount due \$ _____

Only memorials of granite or bronze are permitted.

A design or sketch must be submitted giving full information, including exact dimensions, for any memorial, which does not conform specifically to current cemetery regulations. A written permit must be obtained before such a memorial can be erected.

Rights of lot owner and purchaser, if other than owner, hereunder are subjected to the rule and regulations now in effect or hereafter adopted and shall bind any successor to the owner's or purchasers rights. A copy of current rules and regulations, hereby made a part of this agreement, is available for examination at the Cemetery Association's office.

_____ Signature of Property Owner	_____ Address	_____ City	_____ State	_____ Zip
_____ Purchaser of Memorial				
_____ Signature of Installer				
_____ Richland Cemetery Association, Inc.			_____ Approval Date	

RULES & POLICIES

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Desert Lawn Memorial Park Cemetery Decoration Policy

CEMETERY GROUNDS (ALL SECTIONS)

- Floral arrangements accompanying the casket or urn at the time of burial will be placed on the completed grave (except those in breakable containers). They will be removed when they become unsightly or when it becomes necessary to facilitate cemetery operation such as mowing, after about a week.
- Flowers and containers: Fresh cut flowers may be placed in an approved vase on the gravesite at any time. Flowers must be in an approved or an unbreakable container no larger than the marker. Containers are to be placed on the marker not in the grass. Under no circumstance will items be tied, wired, glued, or otherwise attached to the marker. Permanent flower containers other than approved vases are not permitted and will be removed.
- Artificial flowers: Artificial flowers will be permitted in authorized vases on the gravesite at any time. Memorial Day and other summer holiday (Mothers and Fathers days, 4th of July, Veterans Day) decorations will be left out one week

before and one week after the holiday.

- Christmas decorations, wreaths, grave blankets (no larger than three feet by five feet) etc., are permitted from Thanksgiving through February 1. Artificial decorations removed from the gravesites will be discarded 30 days after the pickup date.
- Potted plants: Live potted plants will be permitted on the gravesite, provided they are placed on the marker not in the grass. Maintenance of potted plants belongs to the family or friend who placed such item on the gravesite. It is recommended that the family remove potted plants as soon as possible to minimize damage to the marker.
- Unauthorized decorations: The following items are not permitted on the gravesite: Statues, permanent plantings, rocks, candles, breakable items (i.e., glass/ceramic vases), toys, stuffed animals, shepherd's hooks or similar devices, other similar commemorative items, or items deemed inappropriate by the management.
- Endowment care: Guidelines provided for grounds maintenance, cutting the grass and trimming around the markers and all areas of cemetery on a timely basis. This includes the removal and disposal of unauthorized grave decorations and artificial arrangements (except during periods specified above). Fresh cut floral arrangements can be removed from the gravesite and disposed of by cemetery personnel when they become withered, faded, or otherwise unsightly. Any decorations or floral items that have been displaced from the gravesites, due to wind or other factors out of cemetery control, will be removed from the grounds, held for 30 days and disposed of by cemetery personnel.

MAUSOLEUM AND NICHES

- All crypt and niche lettering will be installed by cemetery personnel to insure uniformity. On crypts and niches where vases and emblems are allowed only cemetery approved vases and emblems are permitted.
- Fresh cut flowers and holiday arrangements are permitted but will be removed when withered and or after the holiday.

- Floral arrangements (not in breakable containers) accompanying the casket or urn will be left for one week after the entombment or inurnment.
- No permanent pots, planters, plant stands or vases are allowed on the floor of the mausoleum as they can create hazardous situations for the public.
- Unauthorized decorations: The following items are not permitted in the mausoleum or niche areas: Statues, permanent plantings, candles, breakable items (i.e., glass/ceramic vases), balloons, toys, stuffed animals, other similar commemorative items or items deemed to be inappropriate by the management. Use of double stick tape or glues to attach items to the crypt or niche fronts is prohibited as they can permanently damage the shutters.

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Irrigation equipment should not be changed. If sprinklers are not working correctly at your site, please let a grounds keeper or the office know so it can be corrected as soon as possible.

RULES AND REGULATIONS ([HTTPS://S3.AMAZONAWS.COM/FH-CONTENT/RELEASE/CONTENT/MEDIA/MUELLERSFUNERALHOMESSRS/RULES%20DLMP.PDF](https://s3.amazonaws.com/FH-CONTENT/RELEASE/CONTENT/MEDIA/MUELLERSFUNERALHOMESSRS/RULES%20DLMP.PDF))

Mueller's Tri-Cities Funeral Home
Phone: (509) 783-9532 (tel: 5097839532)
1401 S. Union St., Kennewick, WA 99338

Mueller's Greenlee Funeral Home
Phone: (509) 547-3316 (tel: 5095473316)
1608 West Court St., Pasco, WA 99301

Desert Lawn Memorial Park
Phone: (509) 783-3181 (tel: 5097833181)
1401 S. Union St., Kennewick, WA 99338

Riverview Heights Cemetery
Phone: (509) 586-2689 (tel: 5095862689)
1200 S. Olympia St., Kennewick, WA 99337

Mueller's Paws to Remember Pet Cremation Service
Phone: (509) 627-7297 (PAWS) (tel:5096277297)
1401 S Union St Kennewick, WA 99338

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April 7, 2025

Debbie Lee

Please submit this letter to Public Works Community
Development Committee Meeting

My letter is regarding the Cle Elum Cemetery proposals:

First, I would like to say I understand some of the proposals but others I do not. I am listing my concerns in hopes that if we work together, we can find solutions that will satisfy most. Our cemetery is an exceptionally beautiful place where people come to visit their loved ones and place flowers, and not for just holidays.

Here are some of my ideas:

1. People who have Community Service could put their hours in at the cemetery.
2. Put it in the paper and on Facebook. Ask for volunteers to help at the cemetery. The citizens of Cle Elum would help if they knew. This works for Roslyn Cemetery. Let's do a cleanup before Memorial Day and after Thanksgiving.
3. Show the proposals to the public and let us get their opinions. Most people do not even know this is happening. Let us get the word out for solutions.
4. Let's make a Cemetery Committee that can help.

5. They make marker hangers for wreaths, so they stay on. They extend for different size markers. You can find them on Amazon or I am sure Henery would know where to get them also. With the wind there I do not understand why you cannot hang your wreath on the hanger and tie it to the marker. At least this way it is secure.
6. I have nice pots on cement next to my s parent's marker on both sides. They are filled with sand, and I place my flowers in them. They do not blow away since there is sand in the pots, and they are heavy. They are not in the way of the mower or weed eater so I would like you to approve them. I see no reason I can't have fake flowers in them since I do not let them get faded and they are not in the way of groundskeeper and not blow over.
7. Real flowers die fast. I am not against real flowers, but I feel the groundskeeper would be moving them more since not all people that leave flowers live in Cle Elum anymore. If you only allow flowers in vases on the markers that is not going to work. They will be on the ground from the wind or elk in one day. There must be a way to secure them.
8. Fake flowers do not fade fast. They make the cemetery look nice. If people have their pots on cement next to their markers they are not in the way of the mower or weed eater. If given the

- opportunity maybe people would help lay a 12x12 square steppingstone next to their markers for their pots. Each person interested could buy their own square and put in. Could make it a certain day so people could plan for it.
9. Flowers allowed only 5 days before and 5 days after a holiday is not long enough. This is less time than your last proposal. Flowers are not cheap, real, or fake. Not all fake flowers are bought from the Dollar Store, and they do not fade in 10 days. Now you are just making more garbage for no reason.
 10. I understand using wire to stake down a pot in front of a marker can be a problem with a mower etc. Tying a wreath to a marker at least keeps the wind from blowing it away.
 11. I had to take a hand shovel and dig out 2ft tall weeds on my mother's grave and bring in good dirt to level it out before Memorial Day last year. It was so unlevel the water was running into the grave; it was actually discussing. I called and talked to Debbie about my concerns several times and came in person about how bad my mothers grave looked. Finally, a couple of days before Memorial Day sod was put on. I was very upset how bad it looked for over a couple of years. I even went up with my cousin and weed eaten around all our graves and

even others by us .This is when the cemetery was having trouble with caretakers at that time.

My parents and my aunts were very particular how the graves looked and that flowers be put on for all holidays and they were removed for each holiday. It has been a family ritual for all my life and I promised I would keep up the graves.

My goal is to help find solutions for the cemetery with the City of Cle Elum. I would volunteer to help with clean ups, and I know many others would also. These are our loved ones. Let's work together to find some solutions. Please let me know how or what I can do to help.

Elaine (Minerich) Rustvold

Cemetery Irrigation Materials List	units	cost	
rotor head sprinkler	270	42	11340
Remote control valve 2"	64	103	6592
Isolation Valves 4"	9	270	2430
irrigation controller	1	3282	3282
zone decoder	64	155	9920
1" pipe	7800	0.91	7098
1.5" pipe	5400	1.42	7668
2" pipe	400	1.85	740
4" pipe	4000	4.42	17680
pipe sleeve	200	15.93	3186
wire	5000	0.36	1800
pipe connections			5750.58
	Materials	77486.58	equipment
	tax	6431.386	
		83917.97	

21.33333

Pipe connections

4x4 tee	5	34.72	173.6
4x4 4way	3	70	210
4x2 tee	64	34.72	2222.08
2x1.5 tee	130	7.4	962
1.5x1 tee	250	4.43	1107.5
45 elbow	20	8.43	168.6
1.5 elbow	20	2.29	45.8
1 elbow	75	1.36	102
2-1.5 bushing	130	2.68	348.4
1.5-1 bushing	130	1.62	210.6
Glue			200

5750.58

trencher rental 1865.00 per month

3730

3 employees

1x per hr

seasonal 2x per hr

3730

Labor

60 19200

24 15360

34560

Total cost 122208

Single-family house Small: less than 1,500 sq. ft.	0.81 RCE
Single-family house Medium: 1,500 to 2,999 sq. ft.	1.0 RCE
Single-family house Large: 3,000 sq. ft. or greater	1.16 RCE
Multi-unit Two to four units	0.81 RCE/unit
Multi-unit Five or more units	0.63 RCE/unit
Accessory dwelling unit (attached or detached)	0.59 RCE/unit
Microhousing	0.35 RCE/unit
Senior, low-income, special purpose housing	0.32 RCE/unit

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

MINUTES

APRIL 2, 2025

12:00 PM

119 W FIRST STREET
CLE ELUM, WA 98922

1. Call to Order/Pledge of Allegiance

Steven Cook - present via zoom

Ken Ratliff - present

Jerred Weis - present via zoom

Matthew Lundh - Mayor

Rob Omans - City Administrator

Debbie Lee - Clerk

Mathew Bailey - Public Works Director

Audrey Casassa - Utility Clerk

2. Unfinished Business

a. Cemetery Code Amendment Ordinance - Mathew Bailey Public Works Director

Mathew Bailey and Henry Johnston met and reviewed public comments and different codes from other cemeteries.

Henry Johnston stated that he believes the committee is on the right track. It is hard to change a culture that has been in place for 100 years. Henry would recommend forming a citizen committee to discuss the changes and bring back their suggestions to the Public Works & Development Committee. There needs to be a balance of what Public Works needs to maintain the cemetery and the community's expectations.

Citizen Rebecca Hackett would like to be on the citizen committee and will work with Henry, Ken and Mathew Bailey. Rebecca also noted that people like to place flowers on gravesides for birthdays, anniversary days, etc.

Discussion points were:

- Expanding the times of use for imitation flowers.
- The hours that Public Works spent cleaning up loose items was 20 hours and a total of seven 55-gallon garbage bags were collected.
- The attached proposal of rules was read aloud.
- This is a sensitive subject and the community needs to accept that there has to be some changes.
- There are limited staff and possibly getting the community involved to help clean

Public Works & Community Development Committee Agenda

April 2, 2025

119 W FIRST STREET
CLE ELUM, WA 98922

- up would take some of the burden off of the caretaker.
- The clerk will email Rebecca, Ken, Henry and Matthew with contact information so they can set up a time to meet.

MOTION: Committee Member Ratliff made a motion to approve the forming of a citizen committee; seconded by Committee Member Cook.

MOTION CARRIED: 3 yes 0 no.

[Letter from Rebecca Hackett Re: Imitation Flowers](#)

[Letter from Darci Correa Re: Flowers in the Cemetery](#)

[Letter from Elaine Rustvold Re: Cemetery Flowers](#)

[Letter from Carolyn Neiland Vares re: Cemetery Flowers](#)

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

Mathew Bailey stated this had been tabled from the last meeting as there was only one committee member present. Public Works currently uses the I WorQ program. This proposal would add a module for asset tracking. Public Works would be able to keep track of all repairs that were done to meters, water, sewer and storm lines. They could keep track of costs and dates when repairs are being made. This module uses GIS mapping and costs an additional \$2,850 per year. It is a fairly simple program and takes minimal staff time to keep updated.

The Committee had questions if this was the "right" program. Mathew Bailey stated he has worked with other similar programs and this one is compatible with the city's current work order module and citizen portal. Additionally, I WorQ is cost-efficient compared to similar programs.

MOTION: Committee Member Cook made a motion to recommend approval of the I WorQ GIS Program Module to the Council; seconded by Committee Member Ratliff.

MOTION CARRIED: 2 yes 0 no.

c. [Baseball Fields Agreement](#)

Mayor Lundh informed the committee that the baseball fields agreement had not been updated since 2007 and was extended for a year to 2023, then expired. He suggests the committee recommend to the Council to renew the extended agreement for another year

Public Works & Community Development Committee Agenda

April 2, 2025

119 W FIRST STREET
CLE ELUM, WA 98922

while the Mayor, Mathew Bailey, Rob Omans, Jerred and Max recently had a meeting to work on the current agreement to make updates and changes. Extending the original contract for a year would be the suggestion. They should have the new agreement worked out in the next couple of months.

MOTION: Committee member Ratliff made a motion to recommend a Resolution to extend/renew the baseball fields agreement to the Council until a new agreement is drafted; seconded by Committee Member Cook.

MOTION CARRIED: 2 yes 0 no.

3. New Business

a. [March 5, 2025, Public Works & Community Development Committee Meeting Minutes](#)

MOTION: Committee Member Cook made a motion to approve the March 5, 2025, Public Works & Community Development Committee Meeting Minutes; seconded by Committee Member Ratliff.

MOTION CARRIED: 2 yes 0 no.

b. [Proposed Amendment to Sewer Rates - Scott Lien](#)

Scott Lien explained that the sewer and water connection fees have been increased since he submitted his application for a multifamily project in Cle Elum. He would like the committee to consider some kind of leniency in the fees. Scott provided information from other towns and their pricing for connection fees. The ERU in the Cle Elum Municipal Code increased from .7 to .9. Other areas have different methodologies for figuring the cost of ERU's. He suggested a code amendment or possibly being vested to the cost from the time he submitted his application.

Matthew Bailey stated that all rates and connection charges are established by our engineers. The Council recently went through a lengthy process on this.

Committee Member Ratliff would like to table this until the next meeting. Scott Lien will get more data and Mathew Bailey stated he will talk with HLA to get more information.

c. [Water Disconnection Procedures and Policy for Past Due Accounts -](#)

Audrey Casassa gave an update on the flow of the current late notice policy and that it is not working. Audrey and Mathew worked on the new policy to eliminate the certified letter process and the 30-minute shut-off portion. Door hangers will have a cost of \$25 per note when hung. Audrey will send the information to the attorney to have them draft an ordinance to update the municipal code and be presented to the Council at the 2nd meeting in April.

Public Works & Community Development Committee Agenda

April 2, 2025

119 W FIRST STREET
CLE ELUM, WA 98922

d. [Street Lighting](#)

Mathew Bailey presented a case study from the City of Lakewood where they reduced the brightness of their street lighting and saved about 50% in the cost of electricity. The brightness was reduced by 54%.

The committee suggested that Mathew try this method and will notify the council of what the plan is. If the study does not work, the city could go back to what was previously done.

4. **Other Committee Comments**

5. **Adjourn**

The meeting was adjourned at 1:11 p.m.

Ken Ratliff, Chair

Debbie Lee, Clerk



REQUEST FOR LEAK ADJUSTMENT

Please review the City of Cle Elum Code 13.12.115 Petition for and relief from water bill. If you feel you are entitled to an adjustment, please complete this form, and return this to the Utilities Department casassa@cleelum.gov, or in person at City Hall or by mail to

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

For Any questions, please call 509-674-2262

Date: 4-19-2025

Name: Dena Glondo Account #: 15450

Service Address: 1215 E. 3rd St.

City: Cle Elum State: WA Zip: 98982

Phone: (206) 450-0374

Mailing Address if different than property address: _____

Date leak was discovered: Mar. 28, 2025

Date leak was fixed: Mar. 31, 2025

Description of leak including location and and how it was fixed:

Turned water off to house. City crew came down + turned water off at meter. Determined water leak was outside. Noticed ground at water meter was sunk down but no visible water. Called for locates on 3/31 + dug near water meter. Found leak at water meter at the fitting where pipe hooks to meter. Replaced fitting. No more leak.

4/21/2025

Dena Glondo

1215 East Third St

Dena applied for relief within 15 days of postmark bill per code, requesting an adjustment on her water overage. No sewer at this address.

I called her on 3/27/2024 to inform her the meter was reporting a leak in Harmony Software.

She called for locates and had the leak fixed by 3/31/2025

The credit for March billing if approved would be \$228.13

Water Consumption	\$ 147.26
-------------------	-----------

Water Reserve	\$ 67.96
---------------	----------

Water Tax	\$ 12.91
-----------	----------

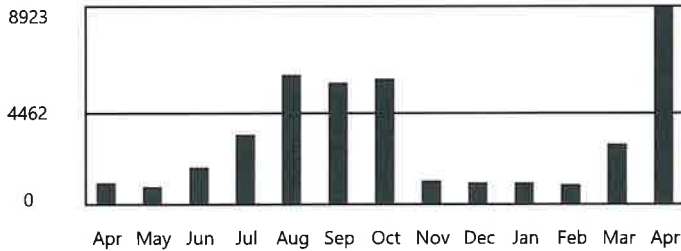


City of Cle Elum
119 W First Street
Cle Elum, WA 98922
509 674-2262

BILLING PERIOD	
March Billing	
DUE DATE	ACCOUNT NUMBER
04/25/2025	15450
BILL DATE	AMOUNT DUE:
04/07/2025	343.35
ACCOUNT HOLDER	
Dena Glondo-Pugh	
SERVICE LOCATION	
1545.0 - 1215 E THIRD ST	

SERVICE	READING DATE	METER READINGS		FACTOR	USAGE	CHARGES
		PREVIOUS	PRESENT			
Water	04/01/2025	203357	212280	1.0000	8923	Previous Balance: 159.39 Adjustments: 0.00 Payments: 159.39 Balance Forward: 0.00 Water 61.93 Water Consumption 147.26 Water Reserve 78.84 Water Tax 6% 17.28 Garbage 38.04 Current Charges: 343.35 Balance: 343.35
\$ 147.26 \$ 167.96 \$ 12.91 \$ 228.13 30: 0.00 60: 0.00 90+: 0.00						

WATER CONSUMPTION HISTORY



Spring Clean-up is here April 1st through April 30th. Brush and Tree limb drop off is through the month of April, Tuesdays & Thursdays from 9am-12pm & 1pm-3pm, located on Lower Peoh Pt Rd, see www.cleelum.gov for map.

Detach Here and Return Bottom Stub



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

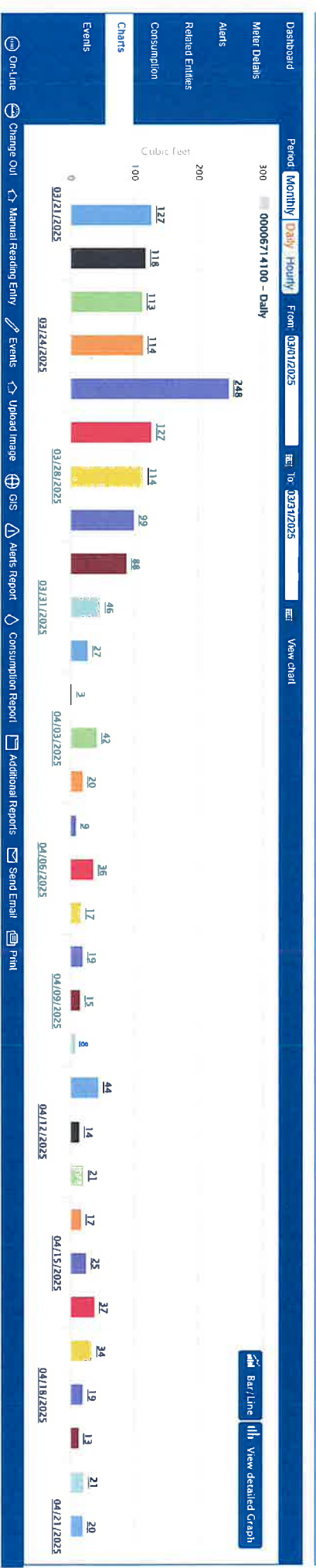
DUE DATE	AMOUNT DUE
04/25/2025	343.35
SERVICE LOCATION	
1545.0 - 1215 E THIRD ST	
ACCOUNT NO.	AMOUNT ENCLOSED
15450	

Dena Glondo-Pugh
1215 East Third St
Cle Elum, WA 98922-1355

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

Meter ID 00006714100

Meter ID	00006714100	Account Number	1545 0	Customer Name	Glenn-Pugh, Dona	Last Read (Cubic feet)	212735	Email	
Serial Number	19992450	Location Number	-1545 0	Location Address	1215 E THIRD ST	Last Read Time	04/21/2025 10:58 AM	Mobile Phone	
Service Type	Water	Meter Size		Mailing Address		Status	OK	Location Notes	



Leak alarm
Harmony



Federal Local Bridge Program 2025 Project Application

Section 1 - Application Information

Agency		Date
Agency Contact	Phone	Email
Bridge Contact	Phone	Email

Section 2 - Project Type & Status

Project Type	Project Status
Replacement Candidate <i>Complete Section 3a</i>	Preliminary Plans Complete
Rehabilitation Candidate <i>Complete Section 3a</i>	Design Complete
Preventative Maintenance (single bridge) <i>Complete Section 3b</i>	Construction Ready
Preventative Maintenance (multiple bridges) <i>Complete Section 3c</i>	_____

Provide a brief description of how this project has been considered in the owner's current asset management plan.

Section 3 - Project Information

Section 3a - Replacement or Rehabilitation Project Information

Structure ID

Bridge Number

Bridge Name

Bridge is eligible by which of the following criteria:

Overall Poor condition (lowest overall condition code ≤ 4)

Inventory rating factor < 0.30 and bridge is load posted for all legal loads

Waterway is inadequate and bridge is frequently overtopped (waterway adequacy ≤ 2)

Other - describe: _____

Provide a brief project description, including bridge replacement type.

Provide proposed bridge geometry for replacement or full deck rehabilitation project.

Proposed Length

Proposed Curb to Curb Width

The following general items have been considered, check all that apply:

ADA accessibility design requirements and its impacts on design and construction cost estimates

Permitting time for in/over-water work and its impact on the expected project timeline

Stormwater drainage requirements and its impact on design and construction cost estimates

Roadway approach requirements and impact on total cost of the project (up to 15% may be included in eligible bridge costs)

Section 3b - Preventative Maintenance Project Information (single bridge)

Structure ID

Bridge Number

Bridge Name

Preventative Maintenance Type

Scour Mitigation

Seismic Retrofit

Steel Bridge Painting

Deck Repair

Bridge is eligible by which of the following criteria:

Bridge is scour critical (scour critical code ≤ 3 or U -OR- scour vulnerability = C, D, E, or U)

Seismic vulnerability study/analysis has been completed and shows structure is at-risk

Steel protective coating element has $> 2\%$ of total quantity in Condition State 4

Deck surface or overlay element has $> 2\%$ of total quantity in Condition States 2 + 3 + 4

Other - describe: _____

Provide a brief project description.

Section 3c - Bundled Preventative Maintenance Project Information (multi. bridge)

Structure ID	Bridge Number	Bridge Name

If more than 5 bridges in the project, include additional structures as an addendum.

Preventative Maintenance Type

Scour Mitigation

Seismic Retrofit

Steel Bridge Painting

Deck Repair

Other - describe: _____

Provide a brief project description.

Section 4 - General Project Information

Will this project... (check all that apply):

Mitigate current bridge posting?

No

Yes, all legal trucks

Yes, SHVs only

Yes, emergency vehicles

Mitigate other bridge restriction?

No

Yes, describe below

Remove scour critical coding?

No

Yes

Require in-water construction work?

No

Yes

Comments or additional relevant information.

Section 5 - Project Cost

Local Agency Match Funds (not required, but indicate if available)

Agency has allocated funds for non-eligible costs

Other funding sources have been secured for non-eligible costs

Other funding sources are in consideration for non-eligible costs

No local funding is anticipated

Section 5a - Replacement, Rehabilitation, Scour, Seismic, or Steel Painting Projects

PE Costs (approximately 25% of total)

Soils, environmental, design documents, plans preparation, etc.

Right of Way Costs

Purchases, relocation and construction easement

Construction Costs

Environmental mitigation, approach costs (15%), structure costs, etc.

Construction Engineering (18%)

Contingency (15%)

Mobilization (10%)

Inflation Factor (5% per year, based on projected ad date)

TOTAL COST

If a Rehabilitation project, what would be the Replacement cost for that same structure, including PE, right of way, and construction?

Similar Replacement Total Cost

Section 5b - Deck Repair or Other Preventative Maintenance Projects

TOTAL COST

If relevant, submit supplemental cost information as an attachment to this application.

Section 6 - Project Schedule

	MM/YY		MM/YY
Project Added to Local Agency TIP		Right of Way Start	
Project Added to Regional TIP		Right of Way Complete	
Project Added to STIP		Geometric/30% Design Complete	
Project Definition Begin PE		General Plan/60% Design Complete	
NEPA Kick Off		Advertisement	
Environmental Docs Approved		Contract Awarded	
		Open to Traffic	

Section 7 - Application Checklist

Completed Application

Bridge SI&A Sheet

Current Inspection Report(s)

Electronic Photos

If applicable for project type:

Load Rating Summary Sheet

Bridge Plans (existing bridge)

Load Rating Report

Preliminary Bridge Plans

Scour Appraisal

Scour Plan of Action

Seismic Evaluation

CITY OF CLE ELUM
CLE ELUM 05 (ROSLYN CR-W 1ST ST)
Engineer's Opinion of Construction Cost
Local Bridge Program Application
HLA Project No. 25010G

4/11/2025

Item No.	Description	Payment Specification	Unit	Unit Cost	Overall Quantity	Overall Cost
1	Minor Change	1-04.4(1)	FA	\$25,000.00	1	\$25,000.00
2	SPCC Plan	1-07.15(1)	LS	\$2,500.00	1	\$2,500.00
3	Mobilization (10% of Project Sub-Total - INCLUDED BELOW)	1-09.7	LS	\$0.00	1	\$0.00
4	Project Temporary Traffic Control	1-10.5	LS	\$55,000.00	1	\$55,000.00
5	Clearing and Grubbing	2-01.5	LS	\$10,000.00	1	\$10,000.00
6	Removal of Structures and Obstructions	2-02.5	LS	\$5,000.00	1	\$5,000.00
7	Removing Existing Bridge	2-02.5	LS	\$45,000.00	1	\$45,000.00
8	Unclassified Excavation Incl. Haul	2-03.5	CY	\$75.00	300	\$22,500.00
9	Structure Excavation Class A Incl. Haul	2-09.5	CY	\$50.00	300	\$15,000.00
10	Shoring or Extra Excavation Cl. A	2-09.5	LS	\$52,000.00	1	\$52,000.00
11	Crushed Surfacing Base Course	4-04.5	TON	\$50.00	300	\$15,000.00
12	Crushed Surfacing Top Course	4-04.5	TON	\$60.00	150	\$9,000.00
13	HMA Cl. 3/8-Inch PG 64S-28	5-04.5	TON	\$200.00	150	\$30,000.00
14	Conc. Class 4000 For Bridge	6-02.5	CY	\$1,200.00	130	\$156,000.00
15	St.Reinf. Bar for Bridge	6-02.5	LB	\$1.75	40,000	\$70,000.00
16	Superstructure	6-02.5	LS	\$610,000.00	1	\$610,000.00
17	Gravel Backfill for Wall	6-02.5	CY	\$55.00	230	\$12,650.00
18	Bridge Approach Slab	6-02.5	SY	\$450.00	230	\$103,500.00
19	Expansion Joint System Compression Seal - Superstr.	6-02.5	LF	\$150.00	80	\$12,000.00
20	Furnishing and driving concrete test pile	6-05.5	EA	\$12,000.00	2	\$24,000.00
21	Furnishing Conc. Piling - 16 In.	6-05.5	LF	\$290.00	720	\$208,800.00
22	Driving Conc. Pile -16 In.	6-05.5	EA	\$3,000.00	13	\$39,000.00
23	Bridge Railing Type BP 12 - Superstructure	6-06.5	LF	\$110.00	220	\$24,200.00
24	Single Slope Traffic Barrier	6-10.5	LF	\$200.00	220	\$44,000.00
25	Underdrain Pipe 6 In. Diam	7-01.5	LF	\$25.00	90	\$2,250.00
26	Storm Sewer Pipe 12 In. Diam.	7-04.5	LF	\$85.00	35	\$2,975.00
27	Underdrain Pipe Infiltration Trench System 12 In. Diam.	7-04.5	LF	\$180.00	45	\$8,100.00
28	Catch Basin Type 1	7-05.5	EA	\$2,500.00	2	\$5,000.00
29	Catch Basin Type 2 48 In. Diam.	7-05.5	EA	\$5,000.00	1	\$5,000.00
30	Shoring or Extra Excavation	7-08.5	LF	\$100.00	79	\$7,900.00
31	ESC Lead	8-01.5	DAY	\$100.00	20	\$2,000.00
32	Cement Conc. Traffic Curb and Gutter	8-04.5	LF	\$40.00	410	\$16,400.00
33	Cement Conc. Sidewalk, 4-Inch Thick	8-14.5	SY	\$80.00	140	\$11,200.00
34	Cement Conc. Sidewalk, 6-Inch Thick	8-14.5	SY	\$90.00	140	\$12,600.00
35	Quarry Spalls	8-15.5	CY	\$100.00	100	\$10,000.00
36	Permanent Signing	8-21.5	LS	\$4,500.00	1	\$4,500.00
37	Pavement Markings	8-22.5	LS	\$7,500.00	1	\$7,500.00
38	Gravel Backfill for Drain	9-03.12(4)	CY	\$100.00	10	\$1,000.00

Subtotal \$1,686,575.00

Assumptions: **Total Estimated Construction Cost \$1,686,600.00**

- 60' Length on pile foundations
- Bridge is 40' wide out to out
- Single Slope Traffic Barrier on either side
- Elevation of superstructure to increase by roughly 1'
- Extend HMA ±80' from west end of bridge
- Extend HMA ±130' from east end of bridge to intersection
- Storm drainage only on west side of structure
- 20' approach slab on either end

PE Costs 25% \$421,700.00
Right-of-Way - \$0.00
Construction Engineering 18% \$303,588.00
Contingency 15% \$252,990.00
Mobilization 10% \$168,660.00

Total Estimated Project Cost \$2,833,538.00

First Year of Inflation 5% \$84,330.00

Total Estimated Project Cost after First Year \$2,917,868.00

Second Year of Inflation 5% \$84,330.00

Total Estimated Project Cost after Second Year \$3,002,198.00

BRIDGE INSPECTION REPORT

Page 1 of 4

Printed On: 2/6/2025

CD Guid: 50881a61-43fe-47f6-9cd2-afab8fede1d1

Agency: Cle Elum

Program Mgr: Sonia L. Lowry

CD Status: Released

Release Date: 1/13/2025

Structure No.	CLE ELUM5	SID	08546500	Structure Name	ROSLYN CR-W 1ST ST
Carrying	W 1ST ST	Route On	00220	Mile Post	50.00
Intersecting	ROSLYN CREEK\ROSLYN CREEK	Route Under		Mile Post	

Inspector's Signature	KWP	Cert #		Cert Exp Date		Co-Inspector's Signature	
-----------------------	-----	--------	--	---------------	--	--------------------------	--

Current Inspections Performed

Report Type	Subtype	Rsk Mthd	Begin Date	Comp Date	Interval	Due Date	Hours	Inspector	Cert No	Co-Insp
Informational		1	1/13/2025	1/13/2025				KWP		N/A

Component Condition Ratings				Appraisal				Miscellaneous Fields			
P		Overall Condition Classification (BC12)	5		Scour Critical (NBI Disc)	(1680)	1928		Year Built		(BW01)
6		FHWA Deck Overall (BC01)	A		Scour Vulnerability	(BAP03)	3.00		Asphalt Depth		(WIE30)
6		WSDOT Deck Overall (WC01)	0		Scour Plan of Action	(BAP04)	5.00		Design Curb Height		(WIE31)
7		Bridge Railings (BC05)	6		Waterway (NBI Disc)	(1662)	32.00		Bridge Rail Height		(WIE32)
N		Bridge Railing Transitions (BC06)	2		Overtopping Likelihood	(BAP02)	0		Number of Utilities		(WIE33)
N		Bridge Joints (BC08)	F		Appr Roadway Align	(BAP01)	N		Subject to NBIS		(WIE34)
4		Superstructure Overall (BC02)			Fatigue Details	(BIR02)			Inspn QA Date		(BIE09)
N		NSTM Inspection (BC14)	0		Seismic Vulnerability	(BAP05)			Inspection Flags		
N		Bridge Bearings (BC07)	Optional Condition Ratings						Soundings		(WIE20)
6		Substructure Overall (BC03)	9		Drain Condition	(LP01)			Clearance		(WIE21)
N		UW Inspection (BC15)	7		Retaining Wall Condition	(LP02)	N		Revise Rating		(WIE22)
N		Culvert Overall (BC04)							PhotosFlag		(WIE23)
7		Scour Condition (BC11)							Roadside Hardware Flag		(WIE25)
6		Channel Condition (BC09)							QA Flag		(WIE24)
5		Channel Protection (BC10)									
5		Chan/Prot (NBI Disc)									
N		Pier/Abut/Prot (NBI Disc)									

BMS Elements

Element	Element Description	Total	Units	CS 1	CS 2	CS 3	CS 4
Deck Elements							
16	Bridge Deck Surface	726	SF	726	0	0	0
330	Metal Bridge Rail	44	LF	44	0	0	0
510A	Asphaltic Concrete Overlay	726	SF	726	0	0	0
Superstructure Elements							
38A	Reinforced Concrete Solid Slab	726	SF	649	0	77	0
Substructure Elements							
200	Abutment Fill	2	EA	2	0	0	0
215	Concrete Abutment	70	LF	66	0	4	0
Scour and Channel Elements							

BRIDGE INSPECTION REPORT

Page 2 of 4

Printed On: 2/6/2025

CD Guid: 50881a61-43fe-47f6-9cd2-afab8fede1d1

Agency: Cle Elum

Program Mgr: Sonia L. Lowry

CD Status: Released

Release Date: 1/13/2025

Structure No.	CLE ELUM5	SID	08546500	Structure Name	ROSLYN CR-W 1ST ST
Carrying	W 1ST ST	Route On	00220	Mile Post	50.00
Intersecting	ROSLYN CREEK\ROSLYN CREEK	Route Under		Mile Post	

BMS Elements (Continued)

Element	Element Description	Total	Units	CS 1	CS 2	CS 3	CS 4
Scour and Channel Elements							
361	Scour - Smart Flag	1	EA	1	0	0	0

Notes

General Notes

0 Orientation - Bridge is oriented east to west.

BAP01 Alignment - Coded 'F' Fair, due to the stop light intersection east of the bridge.

WIE20 Soundings - There is a concrete floor through the structure.

Deck Notes

BC01 Deck - Coded '6' Satisfactory due cracks and potholes apparent in top surfacing.

16 Bridge Deck Surface - Bridge deck is covered with HMA and is not visible for inspection. See Element 800.

330 Metal Bridge Railing - Edge mounted metal w-beam rail new in 2022. No defects noted.

510A Asphaltic Concrete (AC) Overlay - There is HMA overlay over the structure. There are 1/2 in. transverse cracks at each bridge end with a 2 ft. long x 10 in. wide pothole in the westbound lane prior to the east approach end. See photo 3.

Superstructure Notes

BC02 Superstructure - Coded '4' Poor, due to widespread moderate and isolated major defects. Noted defects are spalls with exposed rebar, rebar with noticeable section loss, and cracking and delamination in slab soffit.

38A Concrete Slab - This is a cast in place concrete slab.

The north side slab edge is spalled with exposed rebar near the east end. The spalled area is 5 ft. long x 5 in. high x 1 ft. wide with a 1/2 in. crack extending from the spalled area to the west for another 18 in. The exposed rebar is a single strand on the outside and 4 strands on the underside of slab. Rebar has flaking rusted with minor section loss. See photos 4 and 5. (5 SF - CS3)

There is a 1 ft. long spall with exposed rusty rebar in slab soffit near the NW corner. See photo 6. (1 LF - CS3)

Slab soffit north of center has a large rock pocket area with exposed longitudinal rusty rebar. See photo 7. (16 SF - CS3)

Slab midspan has a 1/4 in. longitudinal crack that extends across the soffit of slab, down into abutment walls. There is 3 in. of exposed rebar at midspan and moisture and rust staining along crack length.

The concrete on either side of the crack is delaminating. See photo 8. (40 SF - CS3)

The south edge of the slab at the east end is spalled with exposed rusty rebar. Spall is 5 ft. long x 4 in. high x 8 in. wide. Section loss in rebar is approx. 1/8 in. See photo 9. Repair No. 6 (5 SF - CS3)

There are 1/8 in. diagonal cracks between the deck slab and the wingwalls at the NE and SE corners. See photo 10. (10 SF - CS3)

Substructure Notes

BC03 Substructure - Coded '6' Satisfactory due to isolated moderate defects in the abutment walls with cracking and delaminated concrete.

200 Abutment Fill - There are wingwalls at all corners retaining fill.

Wingwalls have minor diagonal cracking.

215 Concrete Abutment - Cast in place abutments have small areas with poor consolidation from construction.

Both abutment walls have a 1/4 in. transverse crack with water and rust staining at midspan that is connected to the crack extending across the slab soffit. See photo 11. (4 LF - CS3)

Scour and Channel Notes

BC10 Channel Protection - Coded '5' Fair, vegetation is starting to restrict the channel.

361 Scour - A scour hole is forming at the NE corner inside the structure. Hole is approx. 10 SF in diameter and 2-1/2 ft. deep. Concrete floor can be seen in this location. See photo 12. Monitor.

BRIDGE INSPECTION REPORT

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Printed On: 2/6/2025

CD Guid: 50881a61-43fe-47f6-9cd2-afab8fede1d1

Agency: Cle Elum

Program Mgr: Sonia L. Lowry

CD Status: Released

Release Date: 1/13/2025

Structure No.	CLE ELUM5	SID	08546500	Structure Name	ROSLYN CR-W 1ST ST
Carrying	W 1ST ST	Route On	00220	Mile Post	50.00
Intersecting	ROSLYN CREEK\ROSLYN CREEK	Route Under		Mile Post	

Notes (Continued)

Discontinued Notes

1677 Channel Protection - Banks are vegetated with shrubs and trees. Vegetaion is over-grown at each bridge end. See photo 13. Repair No. 11

There is a significant amount of cobble deposited in the center of the channel under the bridge. Clearance is minimal at 2.5 ft. See photo 14. Repair No. 8

1684 Bridge Rails - Metal w-beam railing over the bridge.

1685 Transitions - There are no transitions.

1686 Guardrails- There are no approach guardrails.

1687 Terminals- There are flared terminals at bridge rail ends.

7672 Curb Condition - There are two vertical cracks in the south curb near the east end and a small spall along the face near the west end.

Repairs

Repair No	Pr	R	Repair Descriptions	BMS	Noted	Maint	Verified
6	1	B	Repair spalled areas of concrete slab and protect exposed rebar.	38A	11/13/2014		
8	1	J	Clean material/debris build up out from center of channel under the bridge.	1677	11/29/2016		
11	1	B	Cut brush back at inlet and outlet ends of the structure.	1677	10/25/2024		

All Inspections and Resources Required

Report Type	Subtype	Rsk Mthd	Begin Date	Comp Date	Interval	Due Date	Hours	Inspector	Cert No	Co-Insp
Routine Bridge		1	10/25/2024	10/25/2024	24	10/25/2026	1.0	TPK	L2404	CCC
Inspection Note Changed from Short Span to RTNB based on bridge geometry data. 1/2/2025 MCM			Late Inspection Explanation			Late PM Resp Date	Late PM Approval	Insp QC Date 1/2/2025	Inspn Data Update Date 1/2/2025	

BRIDGE INSPECTION REPORT

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Printed On: 2/6/2025

CD Guid: 50881a61-43fe-47f6-9cd2-afab8fede1d1

Agency: Cle Elum

Program Mgr: Sonia L. Lowry

CD Status: Released

Release Date: 1/13/2025

Structure No.	CLE ELUM5	SID	08546500	Structure Name	ROSLYN CR-W 1ST ST
Carrying	W 1ST ST	Route On	00220	Mile Post	50.00
Intersecting	ROSLYN CREEK\ROSLYN CREEK	Route Under		Mile Post	

All Inspections and Resources Required (Continued)

Report Type	Subtype	Rsk Mthd	Begin Date	Comp Date	Interval	Due Date	Hours	Inspector	Cert No	Co-Insp
Informational			1/13/2025	1/13/2025				KWP		N/A
Inspection Note Flattened Batch Update: [01/13/2025] Follow up BU to add content to [104] NHS Designation - SNBI (BH03) where it was previously blank. The existing entries in [C.5] National Highway System - NBI (1438) were used to deduce the new SNBI field coding. [01/03/2025] The Batch Update will - add new Features based on the Service on/Under codes; add Features Names to existing Highway Feature; add LRS Milepost End and LRS ARM End to existing Highway Carried Features; and for BPO structures, any new Navigable Waterway will be set to N. Type 3 structures (tunnels) are being excluded from this BU.			Late Inspection Explanation			Late PM Resp Date	Late PM Approval	Insp QC Date 1/13/2025	Inspn Data Update Date 1/13/2025	

WSBIS Bridge Inventory Report

ROSLYN CR-W 1ST ST

Built 1928

Carrying: W 1ST ST

Route On: 00220

Milepost: 50.00

Intersecting: ROSLYN CREEK|ROSLYN CREEK

Route Under:

Milepost:

Bridge ID and Location									
Last Recorded					Updated				
Structure ID	(BID01)	08546500							
Previous Structure ID	(BID03)	0							
Structure Type	(WID01)	1 - Bridges and culverts carrying public roadways							
Structure Number	(WID02)	CLE ELUM5							
Structure Sort Number	(WID03)	99CLE ELUM5							
Structure Name	(BID02)	ROSLYN CR-W 1ST ST							
Owner	(BCL01)	L03 - City or municipal highway agency							
Maintenance Responsibility	(BCL02)	L03 - City or municipal highway agency							
County	(BL02)	19 - Kittitas County							
City	(WL05)	220 - Cle Elum							
Place Code	(BL03)	12945							
Highway Agency District	(BL04)	SC							
Metro Planning Org	(BL12)	N							
Section	(WL06)	27			Toll	(BCL05)	N		
Township	(WL07)	20			Hist. Significance (NRHP)	(BCL04)	N		
Range	(WL08)	15E			Hist. Significance (HAER)	(WCL04)	4		
Obsolete Flag	(WID05)				Special Structures Flag	(WID04)			
Border Structure ID	(BL07)	N							

Geometry									
Last Rec.			Updated		Last Rec.			Updated	
NBIS Br Length	(BG01)	20.0			Sidewalk/Curb L	(BG07)	0.5		
Total Structure Len	(BG02)	22.0			Sidewalk/Curb R	(BG08)	0.5		
Max Span Length	(BG03)	20.0			Aprch Rdwy Width	(BG09)	33.0		
Min Span Length	(BG04)	20.0			Median Code	(BG10)	0		
Out-to-Out (NBI Disc)	(1360)	35.0			Skew (NBI Disc)	(1310)	0		
Out-to-Out	(BG05)	35.0			Skew	(BG11)	0		
Curb-to-Curb (NBI Disc)	(1356)	33.0			Curved Bridge	(BG12)	N		
Curb-to-Curb	(BG06)	33.0			Max Br Height	(BG13)	5		
Irr. Deck Area	(BG15)				Sidehill Bridge	(BG14)	N		
Calc. Deck Area	(BG16)	770.0							
Min Vert Clrnc Over	(WH12)	99' 99"							
Min Vert Under Br	(WH13)	00' 00"							

Agency: Cle Elum

Program Manager: Sonia L. Lowry

CD Status: Released

CD Guid: 50881a61-43fe-47f6-9cd2-afab8fede1d1

Printed On: 2/6/2025

Approved		
Revised		
RFC		
AAN		
Not Reviewed		

Inspections Performed									
Report Type	Subtype	Risk Mth	Begin Date	Comp Date	Freq	Hours	Inspector	Cert No	Co-Insp
Routine Bridge		1	10/25/24	10/25/24	24	1.0	TPK	L2404	CCC
Informational			1/13/25	1/13/25			KWP		N/A

Features				
Feature Designation	Feature Type	Feature Location	Feature Name	Program Manager
H01	H - Highway	C - Carried on bridge	W 1ST ST	Sonia L. Lowry
W01	W - Waterway	B - Below bridge	ROSLYN CREEK	Sonia L. Lowry
W01	W - Waterway	B - Below bridge	ROSLYN CREEK	Sonia L. Lowry

Structure No: CLE ELUM5

Soundings: ☐

Clearance: ☐

Revise Rating: N

Photos: ☐

Rdside Hdwr: ☐

QA: ☐











Cemetery Signage

Cemetery Map

Sign Typology Illustration



Figure 9: Sign Typology

1. Signage should follow wayfinding standards already established by the council.
2. Map of Cemetery with QR code to GPS find grave sites

Memorandum of Understanding between City of Cle Elum and Kittitas Conservation Trust

This Memorandum of Understanding (“MOU”) is entered into by and between the City of Cle Elum, Washington (“City”), a municipal corporation of the State of Washington and the Kittitas Conservation Trust (“KCT”) (hereinafter “Party” or “Parties”).

WHEREAS, the City has partnered with KCT to develop a project to improve floodplain function. The City requested KCT’s support to provide a flood hazard mitigation project to mitigate flood risk to the regional sewer plant’s outfall pipe, which is a critical piece of infrastructure near Hanson Ponds. KCT has secured two State grants for the design and permitting of the project; and

WHEREAS, KCT is a non-profit environmental corporation that has practiced river restoration in the upper Yakima River Basin since 2002; and

WHEREAS, the City and KCT have mutual goals and objectives related to this site that include protection of critical infrastructure, enhancement of habitat for anadromous fish, and improvement of recreational opportunities for the community (together with the flood hazard mitigation, the “Hanson Ponds Restoration Project” or the “Project”); and

WHEREAS, KCT has secured and contracted with the State of Washington for salmon recovery dollars to support the assessment, feasibility, and conceptual design development and Floodplains By Designs funding to support development of final designs and permitting for the Project; and

WHEREAS, the City and KCT worked in partnership to evaluate, assess, and develop designs for the Project that align with multiple goals, benefitting both the community and the native fish and wildlife populations; and

WHEREAS, KCT submitted a Hanson Ponds Assessment & Design report for the Project that included three conceptual alternatives. At the request of Project partners and stakeholders, KCT developed a fourth alternative to assess the relocation of the City’s sewer outfall. After reviewing the preliminary designs of Alternative 4, the City Council selected Alternative 3 – Reopen the Floodplain (full levee setback) for further consideration by the City.

NOW, THEREFORE, the parties enter the following Memorandum of Understanding:

1. Kittitas Conservation Trust Responsibilities. Kittitas Conservation Trust will use Washington State Recreation and Conservation Office (RCO), State Salmon Recovery Funding Board (SRFB) and Washington State Department of Ecology (DOE), Floodplains By Designs grant funding to develop and finalize the design and complete permitting for the Project. The goals of the Project are to improve anadromous salmonid habitat, improve floodplain connectivity and function, maintain and protect critical infrastructure (prioritizing the City of Cle Elum sewer outfall and I-90), and provide recreational opportunities for the public, where appropriate. KCT will manage the design and permitting as defined in the RCO SRFB and DOE grant contracts (22-

1523 and SEAFBD-2325-KittCT-00035, respectively). KCT will work to involve and inform all stakeholders including regulatory entities throughout the final design phase to allow for adequate flow of information as the project develops. KCT shall comply with all laws, ordinances, and regulations in effect throughout the duration of this MOU.

2. Cle Elum Responsibilities. The City of Cle Elum, as the landowner, is responsible for and has authority over final decisions related to the Project and for review of all designs, plans, and permitting related thereto. Grant funding for the Project is limited; therefore, the Parties agree to make efficient, timely, and binding decisions related to the final decision for the Project, to the extent practicable. The City is also responsible for the permitting and management of the sewer outfall and infrastructure related thereto.

3. Duration of Agreement. This Agreement shall be in full force and effect for a period commencing May 1, 2025, and ending June 30, 2027, unless sooner terminated by either party upon give the other party thirty (30) days written notice of the intention to terminate the Agreement.

4. Ownership and Use of Documents. All documents, drawings, specifications, and other materials produced by KCT in connection with the activities rendered under this MOU as they relate to the City shall be the property of the City whether the project for which they are made is executed or not.

5. No Partnership or Joint Venture. Nothing herein contained shall constitute a partnership between or joint venture by the Parties hereto or, except as authorized by this MOU, constitute any Party the agent of the other, *provided, however*, that this provision is not intended to and shall not be construed as a waiver by the Parties of any immunities conferred upon the Parties by RCW 86.12.037. No Party shall hold itself out contrary to the terms of this Section, and no Party shall become liable by any representation, act, or omission of the other contrary to the provisions hereof. This MOU is not for the benefit of any third party and shall not be deemed to give any right to any such party whether referred to herein or not.

6. Indemnification and Hold Harmless. Each Party will indemnify and hold the other harmless from and against any liability for any or all claims, damages, or injuries to persons or property arising from the negligent act or omission of that Party or that Party's agents or employees arising out of this Agreement, *provided, however*, that this provision is not intended to and shall not be construed as a waiver by the Parties of any immunities conferred upon the Parties by RCW 86.12.037 nor is it intended to, and it shall not be construed to, confer any rights upon third parties.

7. Applicable Law; Venue; Attorneys' Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit or other proceeding is instituted to enforce any term of this Agreement, the Parties specifically understand and agree that venue shall be exclusively in Kittitas County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees, expert witness fees, and costs of suit.

CITY OF CLE ELUM

KITTITAS CONSERVATION TRUST

119 West First St.
Cle Elum, WA 98922

120 W. Pennsylvania Ave., Suite 207
Roslyn, WA 98941

TO: City of Cle Elum

FROM: Downtown Business Owners

SUBJECT: ParkMobile signs

DATE: 04.29.25

As business owners in downtown Cle Elum, we strongly oppose the implementation of ParkMobile paid parking in our community. Our town thrives on accessibility, hospitality, and the support of visitors who value the small-town charm that makes Cle Elum unique.

Instead of encouraging economic activity, ParkMobile risks driving customers away. We've already seen firsthand how the use of ParkMobile paid parking has sparked confusion and frustration among patrons. Businesses are losing customers due to the cost of parking (*See Figure 1*).

We believe that Cle Elum's growth and vitality depend on preserving free, easy access to our downtown. Paid parking may work in large cities, but here, it threatens the very foundation of our local economy. We urge city officials to suspend ParkMobile and work with the business community on solutions that support—not hinder—local commerce.

We, the business owners of downtown Cle Elum, demand that the city immediately remove all ParkMobile signage to protect our local economy and preserve accessible and free parking for all.

BUSINESS NAME	OWNERS NAME
509 Bake House	Desiree Harris
Upside Down Wine	Seth Kitzke
Beau's Pizza, Pasta, and Steak	Wendy Bridgeman
Three Forks Ammo and Reloading	John Winnett
Mule and Elk Brewing Company	Shawna Allen and Kenny Becker
Sunset Café	Joey and Josh Carter
Teelak Thai Kitchen	Lash Mullen
Tuckaway Antiques	Faith Van Belle
Jensen Farms Outpost	Hilary Jensen
El Caporal	Tino Rizo
Mountain Elegance Furniture	Christine Lynch
Wild Rose Yoga	Amy Vetter
Hawk / American Outdoors	Pamela Hawk
Troutwater Fly Shop	Johnny Boitano
Cavallini + Co.	Colette Graham

AMENDMENT NO. 1 TO AGREEMENT FOR OPERATIONS, MAINTENANCE AND MANAGEMENT SERVICES

This Amendment No. 1 (this “**Amendment**”), with an effective date of July 1, 2025, is an amendment to that certain Agreement for Operations, Maintenance and Management Services, dated as of June 23, 2015 (the “**Agreement**”), by and between Veolia Water North America-West, LLC, a Delaware limited liability company (“**Veolia**”), and the City of Cle Elum, a municipal corporation of the State of Washington, (“**City**” and, together with Veolia, the “**Parties**”).

RECITALS

WHEREAS, City and Veolia entered into the Agreement in order to provide for the operation and maintenance of City’s water treatment facilities; and

WHEREAS, the Initial Term of the Agreement expires on June 30, 2025, and the parties wish to extend the term of the Agreement to December 31, 2025.

WHEREAS, the Parties wish to amend the Agreement to, among other things, extend the term of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Amendment, City and Veolia agree as follows:

1. Capitalized terms used but not otherwise defined in this Amendment shall have the same meaning given to those terms in the Agreement.
2. Section 8.1 of the Agreement is hereby amended to make the Initial Term ten (10) years and six (6) months, such that the Initial Term shall expire at 11:59 p.m. Pacific Standard Time on December 31, 2026.
3. The parties agree that as of July 1, 2025, the fixed portion of the Annual Fee shall be \$364,234.86.
4. This Amendment sets forth the entire agreement between the Parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements. Except as expressly modified or amended herein, all the terms and conditions set forth in the Agreement remain unchanged, in full force and effect, and are incorporated by reference. In the event of a conflict between the provisions of the Agreement and this Amendment, the provisions of this Amendment shall govern and control.
5. This Amendment may be executed in multiple counterparts, each of which is deemed an original but together constitute one and the same instrument, and a signature delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signature. The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity, and authority to enter into

IN WITNESS WHEREOF, the Parties have executed and entered into this Amendment as of the date first written above.

CITY OF CLE ELUM

By: _____
Name:
Title:

APPROVED AS TO FORM

By: _____
Name:
Title: City Attorney

VEOLIA WATER NORTH AMERICA-WEST, LLC

By: _____
Name: Aaditya Raman
Title: President