

CITY ADMINISTRATOR
ROBERT OMANS

CITY CLERK
DEBBIE LEE

CITY TREASURER
ROBIN NEWCOMB

PUBLIC WORKS

POLICE CHIEF
RICH ALBO

FIRE CHIEF
ED MILLS

PLANNER

**City Council
Agenda
August 14, 2023
6:00 PM**



119 W FIRST STREET
CLE ELUM, WA 9922

MAYOR
JAY MCGOWAN

MAYOR PRO-TEMPORE
KEN RATLIFF

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

CITY ATTORNEY
ALEXANDRA KENYON

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

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

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

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

a. [Sign in Sheet](#)

2. **Executive Session RCW 42.30.110(1)(i):**

To Discuss with Legal Counsel Representing the Agency Litigation or Potential Litigation. The anticipated duration is 50 minutes. Executive Sessions are not open to the public.

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

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

5. **Consent Agenda**

Items listed have been distributed to Council Members in advance for study and will be enacted by one motion. If a separate discussion is desired on an item, that item may be removed from the Consent Agenda and placed on a regular Agenda at the request of a Council Member or at the request of a member of the public with concurrence of a Council Member:

a. [Approve the Minutes of the July 24, 2023 Council Meeting](#)

b. [08/14/2023 Accounts Payable Vouchers \\$744,314.60 - As approved by the Budget Committee](#)

c. [08/05/2023 Payroll Vouchers \\$279,435.25 - See Report](#)

6. **Approval of Meeting Agenda**

a. [City Heights Release & Settlement Agreement](#)

7. **Officer Reports**

City Administrator, Planning Department, Public Works, Police Chief, Fire Chief, Veolia

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- a. Ed Mills - Fire Chief
 - b. William LaRue - Veolia
 - c. Colleda Monick - HLA City Planner
8. **Public Appearances – 15-Minute Limit**
- a. Overdose Proclamation - Community Health of Central Washington - Pamela Miles
9. **Business Requiring Public Hearings**
- a. Stubbs Right of Way Vacate - Public Hearing - Colleda HLA
10. **Unfinished Business**
11. **New Business**
- a. Interlocal Agreement Between City of Cle Elum and Kittitas County for Certified Acceptance Services First Street Improvements Phase 3 - Downtown Revitalization - Ben Annen HLA
12. **Report of Committees**
- a. 2023 Kittitas County Chamber of Commerce Lodging Tax Application 4th of July & Christmas In Cle Elum
13. **Adjournment by Motion**

Next Regular Council Meeting: August 28, 2023 6:00 pm

City of Cle Elum Regular Council Meeting

August 14, 2023 6:00 p.m.

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

Please sign in:

Name	Address	PLEASE PROVIDE EMAIL ADDRESS IF YOU WANT COUNCIL'S RECOMMENDATION MAILED TO YOU
CARL NELSON	1710 Sunlight Dr Cle Elum, WA 98922	
Levi Ualen	91 Eastgate Dr, Cle Elum - Wa 98922	
Tammy Kwikos	521 E Montrose Ave Ellensburg CHWA	
Paul & Nora Kuhn	239 Sagesbrook Cle Elum 98922	
Bret Babog	3740 SR 903, Roslyn	

CLE ELUM CITY COUNCIL

MINUTES

JULY 24, 2023

6:00 PM

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

Present:

Councilmember John Glondo
Councilmember Siw Bay-Hansen
Councilmember Steven Harper
Councilmember Matthew Lundh
Councilmember Kenneth Ratliff

Absent:

Councilmember Beth Williams
Councilmember Sarah Lackey

Jay McGowan- Mayor
Rob Omans - City Administrator
Debbie Lee - Clerk
Rich Albo - Police Chief

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

MOTION CARRIED: 5 yes 0 no.

2. Public Comment – Limited to 5 Minutes

3. Announcements, Appointments, Awards & Recognition

Mayor McGowan informed Council that the Council and Mayor received a thank you from the Queen Coronation Committee thanking the City of Cle Elum for keeping the event going that celebrates pioneer women in the Cle Elum area.

4. Consent Agenda

MOTION: Councilmember Lundh made a motion to Approve the Consent Agenda; seconded by Councilmember Glondo.

MOTION CARRIED: 5 yes 0 no.

- a. Approve the Minutes of the 07/10/2023 Regular City Council Meeting

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- b. Accounts Payables Vouchers 07/24/2023 - as approved by the Budget Committee - See Report

5. Approval of Meeting Agenda

Councilmember Ratliff would like to add under Unfinished Business for discussion Firewise & Fire Preparedness.

MOTION: Councilmember Harper made a motion to amend the agenda as presented adding Firewise & Fire Preparedness for Discussion under Unfinished Business ; seconded by Councilmember Glondo.

MOTION CARRIED: 5 yes 0 no.

6. Officer Reports - City Administrator, Public Works, Police Chief

Rob Omans - City Administrator

Administrator Omans reported that Finance Director Newcomb had started the budget process by sending out five-year budgets to all of the department heads asking for them to return to her by August 20th. Mayor McGowan and Administrator Omans will then look it over. Finance Director Newcomb also sent a schedule to all Budget Committee members.

Administrator Omans informed Council that the City had applied for a CDS Congressional Direct Spending Grant with Senator Murray and was awarded \$1.5 million to assist with First Street Downtown Revitalization. The City is trying to fully fund the First Street Downtown Revitalization Project and they will know within the next few weeks if the FWH Administration will award some money to the City for this shovel ready project. It was helpful that the Council agreed to the design of this project so that the City has a shovel ready project.

The Park & Ride will be completed within the next week or so with a bus shelter and bike rack added. PSE will also need to install about 4 light posts.

The Douglas and Monroe light signal is in the DOT yard being tested. It should be installed prior to Labor Day Weekend.

The Watermain Replacement Project is getting closer to going out to bid. It will take about 2 weeks for the bid process and 3 weeks to receive and process bids. The project is expected to start around October 16th, 2023.

Councilmember Lundh would like to get the word out to business owners and or the Downtown Association that they can take care of weeding the planters. Councilmember Lundh likes the First Street Downtown Project.

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Councilmember Harper would like to see if the snow removal this year can possibly be pushed into the center of the road and not against the new curbs and sidewalks. Mayor McGowan stated that he would look into this and work with Public Works Barr and DOT to find the best solution.

Rich Albo - Chief of Police

Chief Albo informed the Council that National Night Out is August 1st from 3:00 p.m. to 6:00 p.m. Chief Albo encouraged people to attend. There will be hotdogs and hamburgers served. Fire, Police and Medics will be in attendance.

Chief Albo stated he would like to bolster the reserve program. This is a great program and opportunity for the City. This program is a 5 month commitment.

Chief Albo reported that they would keep the officer count at 10 for the time being.

Washington State Patrol will be helping with traffic emphasis on Second Street during the weekend.

Aaron Barr - Public Works

Public Works Barr reported that the 16" water main has been repaired in the 400 block of West Second. There were two different pipes hooked through a union/coupler which they didn't expect. It was a 16" AC pipe from a 16" steel tar wrap pipe. The connection had about a 5-7 gallon a minute leak. Public Works did not have the parts on hand for the steel tar pipe end.

After a few phone calls, they located the parts at one of the romac warehouses in Bothell. Public Works Mechanic Dave was sent over and Public Works had the parts back to the City by 3:30 p.m. Matt from South Cle Elum assisted with the repairs and they had water restored around 9:00 p.m. The hillside where the repair was made has been backfilled and erosion measures have been made. Our mechanic and parks employees helped throughout the entire project and were able to get some training also. While Public Works was waiting on the parts, another water leak showed up down the street at 315 W. Second. Public Works quickly jumped on that leak and got it repaired.

The parks' irrigation issues have been corrected and all parks are currently being watered.

Public Works Barr completed the filing process and submitted his application to Washington State to become a CDL training instructor to help the new Public Works employees obtain their CDL. This will allow us to do the process and employees won't need the 3 or 4 month class and the \$4,000-\$5,000 it now takes to get a CDL.

7. Public Appearances – 15-Minute Limit

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8. Business Requiring Public Hearings

9. Unfinished Business

- a. 2023-014 Resolution of the Cle Elum City Council Accepting the Dedication of Property Within the Cle Elum Pines West Subdivision for Preservation and use as Public Open Space and Authorizing the Mayor to Sign the Statutory Warranty Deeds and to Perform Such Administrative Actions As May be Necessary for the City to Assume Ownership of the Dedicted Property - Gregg Dohrn

This is one of two resolutions that need approval. Resolution 2023-015 the City is still waiting for a deed to be able to process this resolution. Resolution 2023-014 is complete and ready to be approved. This will make it easier to work/access the Coal Mine Trail.

MOTION: Councilmember Harper made a motion to approve Resolution 2023-014; seconded by Councilmember Lundh.

MOTION CARRIED: 5 yes 0 no.

- b. Wastewater Outfall Hanson Ponds - Mel Babik (Kittitas Conservation Trust)

Mitch from Kittitas Conservation Trust gave a short presentation on the pros and cons of options A, B, & C. The trust's recommendation is Option B. They stated this is the best option for flood risk mitigation.

The council discussed all of the pros and cons of the options and talked about the temperature of water and wildlife, fish, different flows, etc.

Mitch from Kittitas Conservation Trust said that the Council is welcome to attend the Conservation Trust meetings where they can get answers to their questions.

MOTION: Councilmember Harper made a motion to select option B for the Wastewater Outfall of Hanson Ponds; seconded by Councilmember Lundh.

MOTION CARRIED: 4 yes 1 no. (Councilmember Ratliff)

- c. Councilmember Wages - Councilmember Williams

Councilmember Williams was absent for this meeting so this will be pushed until the next meeting.

- d. Firewise & Fire Preparedness - Ken Ratliff

Councilmember Ratliff reported that he was up near Roslyn and there was a prescribed

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burn right after the fire level was increased. Councilmember Ratliff does not think that this is a good idea and he presented pictures of areas that were burnt last year and hoped that the City of Cle Elum was not part of this. Mayor McGowan stated that the City of Cle Elum is not part of this.

Discussion was had regarding UKC Roslyn Fuel and that maybe they could attend a meeting and give a report on what they are doing.

10. New Business

- a. Park & Ride Progress Estimate #4 Pacific Civil and Infrastructure - HLA

Councilmember Harper stated he was not voting since the attachment is incorrect. Councilmember Lundh stated the same.

Aaron from HLA stated this was not the final pay request as there is still some work that needs to be completed for a bus shelter, bike racks and PSE needs to add about four light posts.

MOTION: Councilmember Ratliff made a motion to approve Park & Ride Progress Estimate #4; seconded by Councilmember Glondo.

MOTION CARRIED: 3 yes 0 no. (Councilmember Lundh and Councilmember Harper abstained since the attachment was incorrect)

- b. Pine Alpha Emergency Water Main Replacement #1 & Final Accept Project as Complete-HLA

MOTION: Councilmember Ratliff made a motion to approve Pine Alpha Emergency Water Main Replacement #1 and accepting the job as complete; seconded by Councilmember Glondo.

MOTION CARRIED: 4 yes 0 no. (Councilmember Harper abstained)

- c. First Street Downtown Revitalization Phase 3 C Progress Estimate #1 Ascent Foundations & More - HLA

MOTION: Councilmember Ratliff made a motion to approve First Street Downtown Revitalization Phase 3C Progress Estimate #1; seconded by Councilmember Glondo.

MOTION CARRIED: 4 yes 0 no. (Councilmember Harper abstained)

- d. Task Order #2023-05 Approval for Second Street & Rossetti Way Water Main Improvements - "Crystal Creek Crossing" - HLA

Aaron from HLA explained that this is additional work due to Public Works not being able to complete this work due to staffing issues.

MOTION: Councilmember Ratliff made a motion to approve task order #2023-05

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Crystal Creek Crossing; seconded by Councilmember Lundh.
MOTION CARRIED: 5 yes 0 no.

- e. Ordinance 1650 - An Ordinance Related to Water Connection Charges - Councilmember Ratliff

Councilmember Ratliff stated that the water connection fees have not been increased for over 20 years. The increase would help the water fund and help with capital reimbursement. Discussion was had about giving more notice to the citizens regarding the increase. It was decided that the increase would be effective January 1, 2024.

MOTION: Councilmember Ratliff made a motion to approve Ordinance 1650 with an effective date of January 1, 2024 ; seconded by Councilmember Lundh.
MOTION CARRIED: 5 yes 0 no.

- f. Sewer Rate Study Task Order #4 Amendment #1 - Councilmember Ratliff

Councilmember Ratliff stated that the Utility Committee met and discussed the state of the infrastructure, age of the community and how residential vs. commercial users are billed. Rates need to be looked at in order to bolster funds and work on infiltration. The Utility Committee also discussed educating different businesses on how they could help reduce the impact that their sewer has on the City.

MOTION: Councilmember Ratliff made a motion to approve the Sewer Rate Study Task Order #4 Amendment #1; seconded by Councilmember Glondo.
MOTION CARRIED: 5 yes 0 no.

- g. Ordinance 1648 - An Ordinance Amending Sections of the CEMC 9.04 Related to Assault and Battery - Chief Albo

Chief Albo explained that both ordinances that are on the agenda are changing the verbiage that the City of Cle Elum prosecutor processes the crimes and not the County prosecutor. This will help better the relationship within the City and help the County not get backlogged.

MOTION: Councilmember Lundh made a motion to approve Ordinance 1648 & 1649; seconded by Councilmember Harper.
MOTION CARRIED: 5 yes 0 no.

- h. Ordinance 1649 - An Ordinance Establishing CEMC Chapters 9.64 & 9.68 Related to Possession of Marijuana and Possession of Drug Paraphernalia - Chief Albo

Councilmember Hansen noticed a typo in the word repealing and asked that it be fixed before adopting.

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i. Mouse About - Camping Request - Stephanie Mifflin

Stephanie Mifflin asked the Council for permission to camp in the far east parking lot during the Mouse About Softball Tournament on August 11th & 12th, 2023. They will leave on Sunday. Mayor McGowan stated that they ask for this every year and there have not been any problems in the past.

MOTION: Councilmember Ratliff made a motion to approve the players to camp at the far east end of the softball fields; seconded by Councilmember Glondo.

MOTION CARRIED: 5 yes 0 no.

j. Resolution 2023-020 - Accepting the Official City Paper - Rob Omans

Bids were placed in the Ellensburg Daily Record and the Northern Kittitas County Tribune. One bid was received on July 21st, 2023. This bid was accepted. It was from the Northern Kittitas County Tribune.

MOTION: Councilmember Lundh made a motion to approve the Northern Kittitas County Tribune as the official newspaper; seconded by Councilmember Glondo.

MOTION CARRIED: 5 yes 0 no.

k. 2023-021 Resolution of the City of Cle Elum, Washington, Adopting an Amendment to the "City of Cle Elum Employee Handbook" - Rob Omans/Chief Albo

City Administrator Omans stated that the Employee Handbook is looked at yearly and as things/issues come up. The Employee Relations Committee also reviews when needed.

Discussion was had about employees using their comp time that is earned and how the Council would rather that happen instead of employees banking their time for cash out. The council wants to encourage time off so employees don't get burnt out. The Council also discussed the impact on the budget, getting paid out at a higher pay rate, and possibly considering a different hour limit. The Council also discussed the clarification of language for CDL physicals being covered. The Council would like the language to state that if the job description requires a CDL, that the physical is paid for, and not paid for if an employee just happens to have a CDL.

The Council would like discussion to continue regarding comp pay out requests.

MOTION: Councilmember Harper made a motion to amend the employee handbook regarding coverage of physicals for required CDL jobs; seconded by Councilmember Lundh.

MOTION CARRIED: 3 yes 2 no. (Councilmember Glondo & Councilmember Hansen)

11. Report of Committees

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12. Adjournment by Motion

MOTION: Councilmember Glondo made a motion to Adjourn; seconded by None.

MOTION CARRIED: 5 yes 0 no.

CHECK REGISTER

ITEM 5 B

City Of Cle Elum

07/25/2023 To: 08/14/2023

Time: 13:02:43 Date: 08/09/2023

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
3355	07/25/2023	Claims	1	EFT	Cintas Corporation	296.83	Mats/Towels/Cleaning 7/18 and first aid kit maintenance
3377	07/25/2023	Claims	1	EFT	Bureau of Reclamation Pacific NW	5,588.00	Safety of Dams contract #22SD102176 for Kachess Dam for 2023 -- Customer #6000004090
3378	07/25/2023	Claims	1	EFT	WA State Dept of Revenue	679.46	Amended Returns July 2021 through May 2023
3444	07/28/2023	Claims	1	EFT	Cintas Corporation	258.90	Mats/Towels/Uniforms/Cleaning Public Works 7/25
3446	08/01/2023	Claims	1	EFT	Century Link	1,445.59	Water Plant Telephone 674-3963; Fire Dept Telephone 674-5785; Fire Dept Telephone 674-1748; Public works telephone 674-5126; Library telephone 674-2313; City Hall telephone 674-2262; police dept telep
3447	07/31/2023	Claims	1	EFT	Century Link	68.51	City long distance
3448	08/01/2023	Claims	1	EFT	T-Mobile	124.60	back up internet -- city hall, police, fire, water plant
3449	08/01/2023	Claims	1	EFT	U.S. Cellular	437.28	Cellular invoices -- admin, public works, fire
3450	08/01/2023	Claims	1	EFT	U.S. Cellular	98.08	water plant M2M phone system
3451	08/01/2023	Claims	1	EFT	United Health Care Insurance Company	472.25	Sam Krahenbuhl supplemental Leoff 1 insurance
3476	08/01/2023	Claims	1	EFT	IT Pipes, LLC	3,000.00	11/1/23 to 10/31/24 inspsection subscription for mainline sewer
3477	08/01/2023	Claims	1	EFT	Wholesail Networks	1,260.00	city internet
3479	08/01/2023	Claims	1	EFT	Gigabeam Internet	57.00	Fire Dept internet
3551	07/31/2023	Claims	1	EFT	American Express	29.75	July merchant fees
3555	08/02/2023	Claims	1	EFT	Methodworks	324.30	Monthly patching for clients and servers
3556	08/02/2023	Claims	1	EFT	Xpress Bill Pay	544.83	July Xpress Fees
3557	08/02/2023	Claims	1	EFT	Methodworks	770.21	Regional Software services/Wonderware March
3558	08/02/2023	Claims	1	EFT	Methodworks	648.60	Regional Software services/Wonderware--January
3559	08/02/2023	Claims	1	EFT	Methodworks	810.75	Regional Software services/Wonderware--February
3560	08/02/2023	Claims	1	EFT	Methodworks	1,256.66	Regional Software services/Wonderware--May
3578	08/03/2023	Claims	1	EFT	Inland Networks	25.00	Library alarm monitoring
3582	08/03/2023	Claims	1	EFT	Umpqua Bank	8,991.46	July public works -- pcm engine computer chev silv, binders, strobe lights bldg inspect car, garbage cans, truck box; Fire dept -- fuel, antenna/mount/charger; police dept battery, rehvs arms, tissue,;
3590	08/04/2023	Claims	1	EFT	Inland Networks	25.00	Police dept alarm monitoring
3591	08/04/2023	Claims	1	EFT	11:11 systems	200.00	City Fire Wall
3592	08/04/2023	Claims	1	EFT	Cintas Corporation	258.90	Public works mats, towels, uniforms, cleaning 8/1
3612	08/07/2023	Claims	1	EFT	Crystal Springs	111.17	City hall water
3622	07/31/2023	Claims	1	EFT	U.S. Bank	64.00	July safekeeping fees
3624	08/08/2023	Claims	1	EFT	City of Cle Elum	8,732.55	City water/sewer parks, city hall, police, fire, rentals, bathrooms, cemetery, library -- July usage

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
3630	08/08/2023	Claims	1	EFT	Reserve Account Pitney Bowes Bank Inc.	2,000.00	Postage for w/s bills
3640	08/09/2023	Claims	1	EFT	11:11 systems	1,719.76	Annual Fee City Fire Wall
3642	08/14/2023	Claims	1	45713	Abadan	99.08	police dept copier lease
3643	08/14/2023	Claims	1	45714	Jane Agar	270.00	July library cleaning
3644	08/14/2023	Claims	1	45715	Axon Enterprise INC.	2,983.56	year 5 payment on tasers lease--police
3645	08/14/2023	Claims	1	45716	Brown and Jackson Septic	420.00	Coal Mine Trail Port A Potty; Cemetery Port A Potty; 2 Port A Potty park 719 E 3rd
3646	08/14/2023	Claims	1	45717	CNH Capital - Productivity Plus Account	634.58	Sonsray Machinery part
3647	08/14/2023	Claims	1	45718	Cascade Door & Remodel	189.18	Old city shop door repair/replaced cable and roller
3648	08/14/2023	Claims	1	45719	Central Cascade Embroidery and Screen Pr	272.84	public works hats
3649	08/14/2023	Claims	1	45720	Cle Elum Downtown Association	15,478.00	Pioneer Days City Lodging Tax Event CEDA
3650	08/14/2023	Claims	1	45721	Cle Elum Farm and Home	372.09	single cut key; Fire dept padlock, wash/wax, battery, hose adapter, braid rope; public works, bleach, pvc nipple, elbow, bushing, impulse sprinkler, maxfit power bit, y hose connector, nestle pure lif
3651	08/14/2023	Claims	1	45722	Cle Elum Hardware	185.56	flag safety reinforced; tube clean brush; sewer pipe 4x10, adapter clean pvc, couple pvc 4: hxx, plug clean out 4" abs; Die 1" Hex, Tap plug 7/16; bulk propane; handle thread
3652	08/14/2023	Claims	1	45723	Code Publishing Inc.	379.44	Update codes 1634,1641,1642,1644
3653	08/14/2023	Claims	1	45724	Consolidated Supply Co.	5,075.25	water meter supplies; CPLG shopcoat w stand/public works; water meter supplies
3654	08/14/2023	Claims	1	45725	Copiers Northwest Inc.	467.20	City hall copier usage 6/19 to 8/18 -- Canon in scan room; 7/1 to 7/31 public works and library copier usage; City hall copier usage 7/1 to 7/31
3655	08/14/2023	Claims	1	45726	Daily Record	128.82	ad for official newspaper
3656	08/14/2023	Claims	1	45727	Ellensburg Cement Products	359.42	1 1/4 gravel/public works water line repair; 5/8 gravel for Billing Ave irrigation repair
3657	08/14/2023	Claims	1	45728	Firehouse Grants LLC	2,500.00	Balance of writing of fire dept grant costs
3658	08/14/2023	Claims	1	45729	Grainger	749.11	wheeled marking wand/public works; trash grabber/public works; erosion control blankets for 16" watermain repair; anchor pins for 16" watermain repair; public works mailbox
3659	08/14/2023	Claims	1	45730	H.D. Fowler	29,765.17	73 water meters/City Heights; Water meter and supplies; downtown irrigation meters

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Time: 13:02:43 Date: 08/09/2023

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
3660	08/14/2023	Claims	1	45731	HLA Engineering and Land Surveying, Inc. <i>\$180,000 = grants</i>	229,014.35	HLA engineering services July -- Planning -- council mtgs, Dohrn critical areas, Mike's Tavern, site visits, ADU's, helicopter research, Crystal Creek, Hein RR Sst, Stubbs, Fowler Creek; HLA engineeri
3661	08/14/2023	Claims	1	45732	Heritage Law	1,275.00	July defense attorney fees
3662	08/14/2023	Claims	1	45733	Laureen Ross Higginbotham	400.00	Refund of cemetery space not used -- Higginbotham
3663	08/14/2023	Claims	1	45734	Huntington Technology Finance	2,864.80	Police dept lease on cameras 9/1 to 9/30
3664	08/14/2023	Claims	1	45735	I Spy Fire	702.65	Fire Dept subscription level 2
3665	08/14/2023	Claims	1	45736	James Oil/Pacific Pride	2,140.77	Public works fuel 7/16 to 7/31; police dept fuel July
3666	08/14/2023	Claims	1	45737	Jerrol's	184.79	city hall/paper; laminated tape city hall
3667	08/14/2023	Claims	1	45738	Kenyon Disend, PLLC	21,032.26	July attorney fees -- City Heights franchise agreement, review of development agreement, bldg permit and sewer charges with Perteet; July attorney fees -- Sun Communities; July attorney fees -- Animal
3668	08/14/2023	Claims	1	45739	Kittitas Valley Healthcare	1,277.35	Mackebon 6/5/23 medical services; Police Dept/Jail -- Kroeger
3669	08/14/2023	Claims	1	45740	Kroesen's Uniform Company	2,087.18	gold lrg. PD buttons, sleeve striping, badge tab, 3/4 star on black felt gold,; hardware panels black, m2 concealable carrier, impac trauma plate, Lg police ID panel, bothell PD carriers; HSG extended
3670	08/14/2023	Claims	1	45741	Law Office of Mark W. Garka, PLLC	3,000.00	July prosecution services
3671	08/14/2023	Claims	1	45742	Marson & Marson	98.79	Blade for saw/public works
3672	08/14/2023	Claims	1	45743	Midstate Co-op	208.46	valve box extensions/3rd st park; downtown irrigation solenoid
3673	08/14/2023	Claims	1	45744	Motorola Solutions, Inc.	263.29	police dept cables and microphone jack
3674	08/14/2023	Claims	1	45745	Mountain Auto Parts	2,125.20	Fire dept hex key and adapter/coupler; Police dept interceptor brake rotor/disc pads, caliper, filter kit, oil filter, akebono and tahoe oil filter and chev tahoe oil pressure sensor; public works che
3675	08/14/2023	Claims	1	45746	NC Machinery Company	441.45	Belt sets/public works; credit on account; Grader cylinder
3676	08/14/2023	Claims	1	45747	Northern Kittitas County Tribune	856.52	Bullfrog UGA Master Site Plan and Development Agreement Combined Notice of Preliminary Plat Application, SEPA Threshold determination and Noitce of Adoption of Environmental Documents Written Comments
3677	08/14/2023	Claims	1	45748	Northwest Landscape and Design LLC	535.10	Diagose and repair valves at city park near senior center
3678	08/14/2023	Claims	1	45749	One Call Concepts, Inc	20.33	Call before dig July tickets

CHECK REGISTER

City Of Cle Elum

07/25/2023 To: 08/14/2023

Time: 13:02:43 Date: 08/09/2023

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
3679	08/14/2023	Claims	1	45750	Owen Equipment	161.59	public works gaskets
3680	08/14/2023	Claims	1	45751	Oxarc	87.67	Cylinder Rentals Shop
3681	08/14/2023	Claims	1	45752	Pape Machinery	167.23	saw/sewer--air filters/spark plug; public works air filters
3682	08/14/2023	Claims	1	45753	Perteet Inc.	5,978.75	Perteet Planning Fees July -- City Heights -- planning services, meetings, affordable housing discussion, franchise application; Perteet Planning July -- Sun Communities
3683	08/14/2023	Claims	1	45754	Pet Waste Eliminator	345.91	pet waste bags/8000
3684	08/14/2023	Claims	1	45755	Puget Sound Energy <i>Grant</i>	270,813.24	Electric 101 N Harris ave Aux Svc/1232; 1st and Harris Ave Street Lights includes luminaires, poles and arm
3685	08/14/2023	Claims	1	45756	RWC	299.83	water truck repair/fuel tank
3686	08/14/2023	Claims	1	45757	Suncadia	16,509.00	Water and Sewer Capital Reimbursement Fees -- Permit 2023-015, 410 W 6th Lot #5; Permit 2023-031, 403 Outfitter Pl Lot #6; Permit 2023-021, 408 W 6th, Lot #4 -- City Heights
3687	08/14/2023	Claims	1	45758	Kathleen S Swanson	430.00	July cleaning/city hall
3688	08/14/2023	Claims	1	45759	Tire Centers Inc.	944.91	Police dept tires Lic #65977c/DeFrang
3689	08/14/2023	Claims	1	45760	True North Emergency Equipment	286.95	Fire Dept gauges
3690	08/14/2023	Claims	1	45761	Uline	1,150.38	desk/chair -- mechanic
3691	08/14/2023	Claims	1	45762	WA State Dept of Trans.	619.12	SR 903 MP 1.8-1.9 plan review and inspection First St. Phase 3C
3692	08/14/2023	Claims	1	45763	WA State Patrol	39.75	Police dept background checks
3693	08/14/2023	Claims	1	45764	WA State Treasurer	1,270.15	Court Revenue Remittance to State
3694	08/14/2023	Claims	1	45765	Waste Management of Ellensburg	66,220.89	Solid Waste Collection and Removal Service August
3695	08/14/2023	Claims	1	45766	Willette's Service Llc	795.75	Fire dept July fuel
3461	07/31/2023	Claims	2	EFT	Govdeals.com	9,036.45	Public Works 2014 Ford F150 Supercab 4x4 VIN #1FTEX1EM3EKG54117
511 Legislative						702.96	
514 Financial, Recording & Elections						400.00	
515 Legal Services						20,591.50	
518 Centralized Services						9,629.73	
521 Police Department						16,676.67	
522 Fire Department						6,168.85	
536 Cemetery						2,538.01	
558 Planning & Community Devel						24,133.41	
559 Housing & Community Develop						1,936.50	
572 Libraries						501.66	
576 Park Facilities						5,372.19	
001 Current Expense/General Fund						88,651.48	
542 Streets - Maintenance						19,785.18	
543 Streets Admin & Overhead						2,690.13	
594 Capital Expenditures						2,439.84	
595 Capital Expenditures- Streets						270,801.74	
101 Street Fund						295,716.89	
595 Capital Expenditures- Streets						60,027.31	

CHECK REGISTER

City Of Cle Elum

07/25/2023 To: 08/14/2023

Time: 13:02:43 Date: 08/09/2023

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
		102 TIB Complete Streets Grant				60,027.31	
		557 Community Services				15,478.00	
		106 Tourist/Lodging Tax Fund				15,478.00	
		542 Streets - Maintenance				105.00	
		110 Coal Mine Trail Fund				105.00	
		558 Planning & Community Devel				58,260.26	
		559 Housing & Community Develop				519.75	
		123 Sun Communities CRA 2018-01 Devel. Fund				58,780.01	
		558 Planning & Community Devel				15,903.02	
		127 City Heights CRA 2020-01 Devel. Fund				15,903.02	
		558 Planning & Community Devel				1,388.50	
		128 Fowler Creek Trails Deneen Developer Fund				1,388.50	
		594 Capital Expenditures				51,806.75	
		309 REET Excise Tax/Capital Projects Fund				51,806.75	
		534 Water Utilities				46,849.11	
		594 Capital Expenditures				2,982.03	
		401 Water Fund				49,831.14	
		537 Garbage & Solid Waste				66,686.57	
		402 Sanitary Fund				66,686.57	
		534 Water Utilities				4,809.25	
		404 Water Regional Fund				4,809.25	
		594 Capital Expenditures				578.00	
		406 Water Capital Reserve Fund				578.00	
		535 Sewer				27,899.48	
		594 Capital Expenditures				3,614.58	
		409 Sewer Fund				31,514.06	
		535 Sewer				961.97	
		595 Capital Expenditures- Streets				766.75	
		413 Sewer Capital Reserve Fund				1,728.72	
		580 Non Expeditures				1,309.90	
		699 State Agency Fund 380/580				1,309.90	
						744,314.60	Claims: 744,314.60

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City Of Cle Elum

Time: 13:02:43 Date: 08/09/2023

07/25/2023 To: 08/14/2023

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

_____	Date _____
John Glondo	

_____	Date _____
Steven Harper	

_____	Date _____
Ken Ratliff	



8-9-23

Payroll

CHECK REGISTER

ITEM 5 C

City Of Cle Elum

Time: 17:06:24 Date: 08/01/2023

07/06/2023 To: 08/04/2023

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
3136	07/10/2023	Payroll	1	EFT	Employment Security Dept PFML	-477.55	Credit for 2022 and 2023 on Venera and Anderson -- 2/23 they were paid this back
3224	07/20/2023	Payroll	1	EFT	Jane Agar	1,200.00	
3225	07/20/2023	Payroll	1	EFT	Virgil D Amick	1,500.00	
3226	07/20/2023	Payroll	1	EFT	Cheryl Anderson	1,200.00	
3227	07/20/2023	Payroll	1	EFT	Matthew R Anderson	2,000.00	
3228	07/20/2023	Payroll	1	EFT	Aaron G Barr	1,600.00	
3229	07/20/2023	Payroll	1	EFT	John M Butorac	1,900.00	
3230	07/20/2023	Payroll	1	EFT	Audrey M Casassa	1,300.00	
3231	07/20/2023	Payroll	1	EFT	Brian DeFrang	500.00	
3232	07/20/2023	Payroll	1	EFT	Adam C Fortier	1,200.00	
3233	07/20/2023	Payroll	1	EFT	Bradley D Helgeson	2,000.00	
3234	07/20/2023	Payroll	1	EFT	Kathryn A Heller	750.00	
3235	07/20/2023	Payroll	1	EFT	Debbie Lee	1,100.00	
3236	07/20/2023	Payroll	1	EFT	David Lindseth	1,600.00	
3237	07/20/2023	Payroll	1	EFT	Edwin L Mills	2,500.00	
3238	07/20/2023	Payroll	1	EFT	Cheryl J Montgomery	1,750.00	
3239	07/20/2023	Payroll	1	EFT	Robin L Newcomb	2,500.00	
3240	07/20/2023	Payroll	1	EFT	Robert F Omans	2,000.00	
3241	07/20/2023	Payroll	1	EFT	Whitney Prosek	600.00	
3242	07/20/2023	Payroll	1	EFT	Jennifer E Rogers	2,000.00	
3243	07/20/2023	Payroll	1	EFT	Kathleen S Swanson	2,000.00	
3244	07/20/2023	Payroll	1	EFT	Cornelia J Van Dongen	1,000.00	
3245	07/20/2023	Payroll	1	EFT	Anthony A Venera	2,000.00	
3265	07/18/2023	Payroll	1	EFT	Umpqua Bank	20,000.00	941 Payroll Taxes July Mid Month Draw
3363	07/25/2023	Payroll	1	EFT	Employment Security Dept PFML	2,310.95	QTR 1 and 2 Amendments 2023 -- police union added in
3481	08/04/2023	Payroll	1	EFT	Jane Agar	1,517.07	
3482	08/04/2023	Payroll	1	EFT	Cameron Akana	3,849.39	
3483	08/04/2023	Payroll	1	EFT	Richard D Albo	7,485.25	
3484	08/04/2023	Payroll	1	EFT	Virgil D Amick	2,103.89	
3485	08/04/2023	Payroll	1	EFT	Cheryl Anderson	1,951.06	
3486	08/04/2023	Payroll	1	EFT	Matthew R Anderson	2,834.92	
3487	08/04/2023	Payroll	1	EFT	Aaron G Barr	3,973.66	
3488	08/04/2023	Payroll	1	EFT	Siw Bay-Hansen	227.46	
3489	08/04/2023	Payroll	1	EFT	John M Butorac	1,427.98	
3490	08/04/2023	Payroll	1	EFT	Audrey M Casassa	2,216.94	
3491	08/04/2023	Payroll	1	EFT	Brian DeFrang	4,698.31	
3492	08/04/2023	Payroll	1	EFT	Adam C Fortier	1,898.94	
3493	08/04/2023	Payroll	1	EFT	John J Glondo	227.46	
3494	08/04/2023	Payroll	1	EFT	Mark Goodwin	149.68	
3496	08/04/2023	Payroll	1	EFT	Bradley D Helgeson	4,405.16	
3497	08/04/2023	Payroll	1	EFT	Kathryn A Heller	2,073.09	
3498	08/04/2023	Payroll	1	EFT	Nathan J Henderson	126.77	
3499	08/04/2023	Payroll	1	EFT	Alec Johnson	4,747.69	
3500	08/04/2023	Payroll	1	EFT	Craig D Juris	4,240.97	
3501	08/04/2023	Payroll	1	EFT	Jessica T Korich	3,299.91	
3502	08/04/2023	Payroll	1	EFT	Sarah E Lackey	227.46	
3503	08/04/2023	Payroll	1	EFT	Debbie Lee	3,874.35	
3504	08/04/2023	Payroll	1	EFT	David Lindseth	2,078.36	
3506	08/04/2023	Payroll	1	EFT	Matthew Lundh	227.46	
3507	08/04/2023	Payroll	1	EFT	Mario M Magnotti	4,942.84	
3509	08/04/2023	Payroll	1	EFT	Edwin L Mills	2,334.98	

CHECK REGISTER

City Of Cle Elum

Time: 17:06:24 Date: 08/01/2023

07/06/2023 To: 08/04/2023

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
3510	08/04/2023	Payroll	1	EFT	Cheryl J Montgomery	2,152.67	
3511	08/04/2023	Payroll	1	EFT	Robin L Newcomb	2,893.08	
3512	08/04/2023	Payroll	1	EFT	Robert F Omans	3,985.25	
3513	08/04/2023	Payroll	1	EFT	Casey Orndorff	409.30	
3514	08/04/2023	Payroll	1	EFT	Luanne C Osiadacz	372.56	
3515	08/04/2023	Payroll	1	EFT	Amy E Pridemore	1,295.61	
3516	08/04/2023	Payroll	1	EFT	Whitney Prosek	1,274.67	
3517	08/04/2023	Payroll	1	EFT	Kenneth C Ratliff	227.46	
3518	08/04/2023	Payroll	1	EFT	Jennifer E Rogers	2,016.36	
3519	08/04/2023	Payroll	1	EFT	Kelsey Seiser	3,443.94	
3520	08/04/2023	Payroll	1	EFT	John Storch	1,044.21	
3521	08/04/2023	Payroll	1	EFT	Cody Strohl	3,943.86	
3522	08/04/2023	Payroll	1	EFT	Kathleen S Swanson	2,898.43	
3523	08/04/2023	Payroll	1	EFT	Kaylee M Thompson	50.47	
3524	08/04/2023	Payroll	1	EFT	Cornelia J Van Dongen	614.48	
3525	08/04/2023	Payroll	1	EFT	Anthony A Venera	4,435.22	
3526	08/04/2023	Payroll	1	EFT	Elizabeth M Williams	227.46	
3533	08/04/2023	Payroll	1	EFT	AWC Health Insurance	31,060.77	Pay Cycle(s) 07/06/2023 To 08/04/2023 - Asuris 250 Med/Den/Vis
3534	08/04/2023	Payroll	1	EFT	Colonial Life	826.95	Pay Cycle(s) 07/06/2023 To 08/04/2023 - Colonial Insurance Pre; Pay Cycle(s) 07/06/2023 To 08/04/2023 - Colonial Insurance
3535	08/04/2023	Payroll	1	EFT	HRA VEBA Trust Contributions	6,575.00	Pay Cycle(s) 07/06/2023 To 08/04/2023 - Veba
3536	08/04/2023	Payroll	1	EFT	Northwest Admin Transfer Acct	3,425.50	Pay Cycle(s) 07/06/2023 To 08/04/2023 - NW Admin RWT/Dental
3537	08/04/2023	Payroll	1	EFT	Teamsters Local #760	868.00	Pay Cycle(s) 07/06/2023 To 08/04/2023 - Teamsters Dues
3538	08/04/2023	Payroll	1	EFT	UEBT	12,564.00	Pay Cycle(s) 07/06/2023 To 08/04/2023 - UEBT Medical Vision
3539	08/04/2023	Payroll	1	EFT	Umpqua Bank	30,083.04	941 Deposit for Pay Cycle(s) 08/04/2023 - 08/04/2023
3540	08/04/2023	Payroll	1	EFT	WA State Dept of Retirement Sys.	4,688.00	Pay Cycle(s) 07/06/2023 To 08/04/2023 - Deferred Comp
3541	08/04/2023	Payroll	1	EFT	Washington State Support Registry	126.42	Pay Cycle(s) 07/06/2023 To 08/04/2023 - Child Support
3542	08/04/2023	Payroll	1	EFT	WA State Dept of Retirement Sys.	26,744.62	Pay Cycle(s) 07/06/2023 To 08/04/2023 - PERS2; Pay Cycle(s) 07/06/2023 To 08/04/2023 - LEOFF2; Pay Cycle(s) 07/06/2023 To 08/04/2023 - PERS 3
3495	08/04/2023	Payroll	1	45707	Steven M Harper	217.46	
3505	08/04/2023	Payroll	1	45708	Cole M Lowenstein	1,003.46	
3508	08/04/2023	Payroll	1	45709	Jay McGowan	2,485.49	
3527	08/04/2023	Payroll	1	45710	Bill Rolcik Memorial Fund	130.00	Pay Cycle(s) 07/06/2023 To 08/04/2023 - Bill Rock Mem Fund
3528	08/04/2023	Payroll	1	45711	New York Life Insurance	140.00	Pay Cycle(s) 07/06/2023 To 08/04/2023 - NY Life
3529	08/04/2023	Payroll	1	45712	WCTPTF	4,037.06	Pay Cycle(s) 07/06/2023 To 08/04/2023 - Teamsters Pension Trust
511 Legislative						1,883.91	
512 Judicial						5,834.63	

CHECK REGISTER

City Of Cle Elum

07/06/2023 To: 08/04/2023

Time: 17:06:24 Date: 08/01/2023

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			513 Executive			11,438.31	
			514 Financial, Recording & Elections			21,086.37	
			521 Police Department			110,744.65	
			522 Fire Department			13,314.48	
			536 Cemetery			7,755.89	
			558 Planning & Community Devel			6,679.31	
			572 Libraries			9,440.75	
			576 Park Facilities			5,577.25	
			580 Non Expenditures			-3,801.00	
		001 Current Expense/General Fund				189,954.55	
			542 Streets - Maintenance			9,033.69	
		101 Street Fund				9,033.69	
			521 Police Department			16,377.16	
			554 Environmental Services			3,667.36	
		104 Police 3/10's Sales Tax Fund				20,044.52	
			534 Water Utilities			31,234.04	
		401 Water Fund				31,234.04	
			537 Garbage & Solid Waste			7,986.75	
		402 Sanitary Fund				7,986.75	
			535 Sewer			13,463.32	
			538 Combined Utilities			7,718.38	
		409 Sewer Fund				21,181.70	
						279,435.25	Payroll:
							279,435.25

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

John Glondo

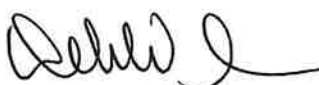
Date _____

Steven Harper

Date _____

Ken Ratliff

Date _____

 8-2-23

RELEASE AND SETTLEMENT AGREEMENT

I. DEFINITIONS

“Agreement” means this Release and Settlement Agreement.

“Arbitration” means the arbitration proceeding brought by City Heights against the City before the Hon. Paris K. Kallas (ret.).

“City” means the City of Cle Elum, Washington, a municipality incorporated pursuant to RCW 35.02, and its employees, agents, attorneys, successors, assigns, and representatives.

“City Heights” means City Heights Holdings, LLC, and its employees, agents, attorneys, successors, assigns, and representatives.

“Development Agreement” means the City Heights Annexation and Development Agreement dated November 11, 2011.

“Effective Date” means the first date on which both of the following have occurred: (i) both the City and WCIA have executed this Agreement; and (ii) the City Council has authorized the Mayor to execute this Agreement by vote at an open public meeting.

“Settling Parties” means WCIA and the City.

“WCIA” means Washington Cities Insurance Authority, a risk pool created by Interlocal Agreement as authorized under the Revised Code of Washington 48.62 and 39.34, and its members, employees, agents, attorneys, adjusters, and representatives.

II. AGREEMENT

1. In exchange for payment in the amount of \$4,280,036.63, within fourteen (14) business days of the Effective Date, which amount represents the remainder of the \$5 Million per occurrence and aggregate Sublimit in the 2021 Self-Insured Coverage Document, for any liability arising out of Land-Use Planning and Land-Use Regulation, zoning, and any other land use and permitting process, the City releases WCIA from any and all further duty to defend or indemnify the City against:
 - (a) The claims that City Heights has asserted in the Arbitration through the Effective Date, as reflected in City Heights’ Statement of Claim dated May 12, 2023, and any prior written Statement of Claim submitted by City Heights and any related claims that are part of the same “Occurrence” within the meaning of the Self-Insured Coverage Document and applicable law and could have been asserted in the Arbitration through the Effective Date; and

- (b) Any and all other or future claims that are part of the same “Occurrence” within the meaning of the Self-Insured Coverage Document and applicable law, as the claims described in subparagraph (a) above.
2. IT IS FURTHER UNDERSTOOD AND AGREED that WCIA releases the City, and all its attorneys and employees, from all claims that exist or may exist as of the Effective Date, including but not limited to claims for reimbursement of money paid by WCIA for defense of claims identified in Section 1(a), above.
 3. IT IS FURTHER UNDERSTOOD AND AGREED to the extent that any payments are owed to defense counsel and/or vendors in connection with the defense WCIA provided to the City against claims brought by City Heights as of the Effective Date, the City will be responsible for making those payments.
 4. IT IS FURTHER UNDERSTOOD AND AGREED that the City’s and WCIA’s respective rights, claims, and arguments with respect to the WCIA’s duty to defend or indemnify any claims that City Heights may assert after the Effective Date, including but not limited to whether such claims are part of the same “Occurrence” as the claims identified in Subsection 1(a) above, or whether the aggregate sublimit of the applicable Coverage Memorandum is exhausted, are fully preserved.
 5. IT IS FURTHER UNDERSTOOD AND AGREED that, except as set forth in this Agreement, this Agreement does not alter or impair the Settling Parties’ rights and responsibilities under the WCIA Interlocal Agreement, the WCIA By-Laws, the Liability Joint Protection Program and/or the WCIA Claims Manual.
 6. IT IS FURTHER UNDERSTOOD AND AGREED that the Settling Parties warrant and represent that at no time following the event or events which gave rise to this Agreement did any Settling Party assign any claims against the other Settling Party to any other person, party, or entity.
 7. The Settling Parties represent that to their knowledge, as of the Effective Date, they are aware of no claims against the City by City Heights other than: (a) those claims identified in Section 1(a) of this Agreement; and, (b) the action by City Heights against the City alleging violations of the Public Records Act.
 8. IT IS FURTHER UNDERSTOOD AND AGREED that the Settling Parties are relying wholly upon their own judgment, belief, and knowledge regarding this Agreement, and agree that they have not been influenced to any extent whatsoever in making this Agreement by any representations or statements made by or on behalf of any other Settling Party.
 9. THIS RELEASE AND SETTLEMENT AGREEMENT contains the entire agreement between the Settling Parties with regard to matters addressed herein, but otherwise does not alter rights and obligations under the parties’ 2021 Self-Insured Coverage Document. The terms of this Agreement are contractual and not a mere recital. The undersigned further state that they have carefully read the forgoing Agreement, know the contents thereof, and sign the same of their

own free will. The parties agree the undertakings set forth herein are severable, and that any judicial determination that one or more provisions is invalid shall not affect the validity and enforceability of the remaining provisions.

10. Settling Parties represent and warrant that they have taken all necessary legal actions to approve the making of this Agreement.
11. The persons signing this Agreement on behalf of the Settling Parties represent and warrant that they are duly authorized to execute this Agreement on behalf of the Settling Parties and to bind the Settling Parties to the terms, conditions, provisions, duties and obligations set forth in this Agreement.
12. This Agreement may be executed in two (2) or more originals, facsimile or other electronic counterparts, each of which shall be deemed an original but all of which together shall constitute one instrument.
13. This Agreement shall be binding upon and shall inure to the benefit of the Settling Parties and their respective members, parents, subsidiaries, employees, attorneys, insurers, legal representatives, successors or assigns.
14. Any disputes or agreements related to the interpretation, application or enforcement of this Agreement shall be interpreted and enforced according to the laws of the State of Washington.

***THIS IS A FULL AND FINAL RELEASE
READ IN ITS ENTIRETY BEFORE SIGNING***

Dated this 14th day of August, 2023,



Hon. Jay McGowan, City of Cle Elum, Washington

Its Mayor

Dated this ____ day of August, 2023,

Washington Cities Insurance Authority

Its _____

Cle Elum Fire Department

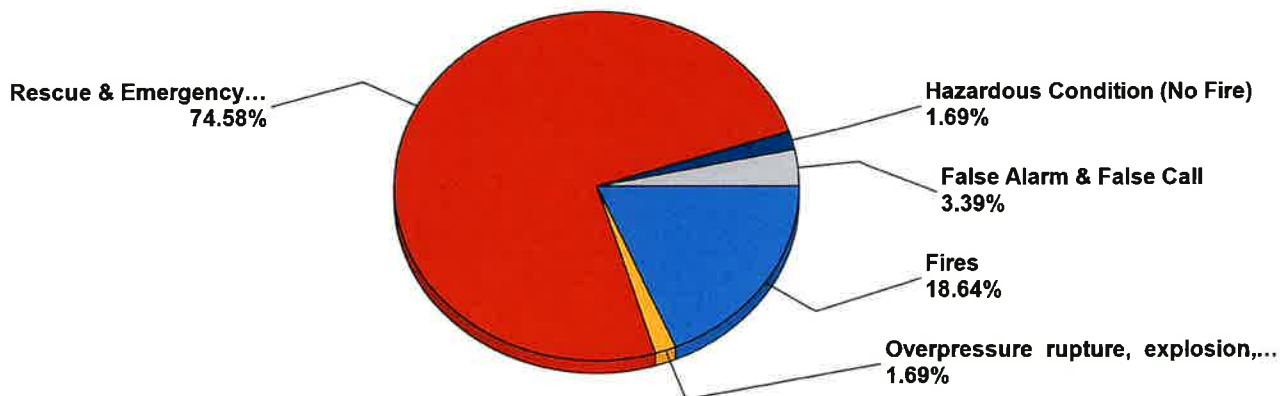
Cle Elum, WA

This report was generated on 8/3/2023 9:27:03 AM



Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 07/01/2023 | End Date: 07/31/2023



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	11	18.64%
Overpressure rupture, explosion, overheating - no fire	1	1.69%
Rescue & Emergency Medical Service	44	74.58%
Hazardous Condition (No Fire)	1	1.69%
False Alarm & False Call	2	3.39%
TOTAL	59	100%

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



emergencyreporting.com

Doc Id: 553

Page # 1 of 2

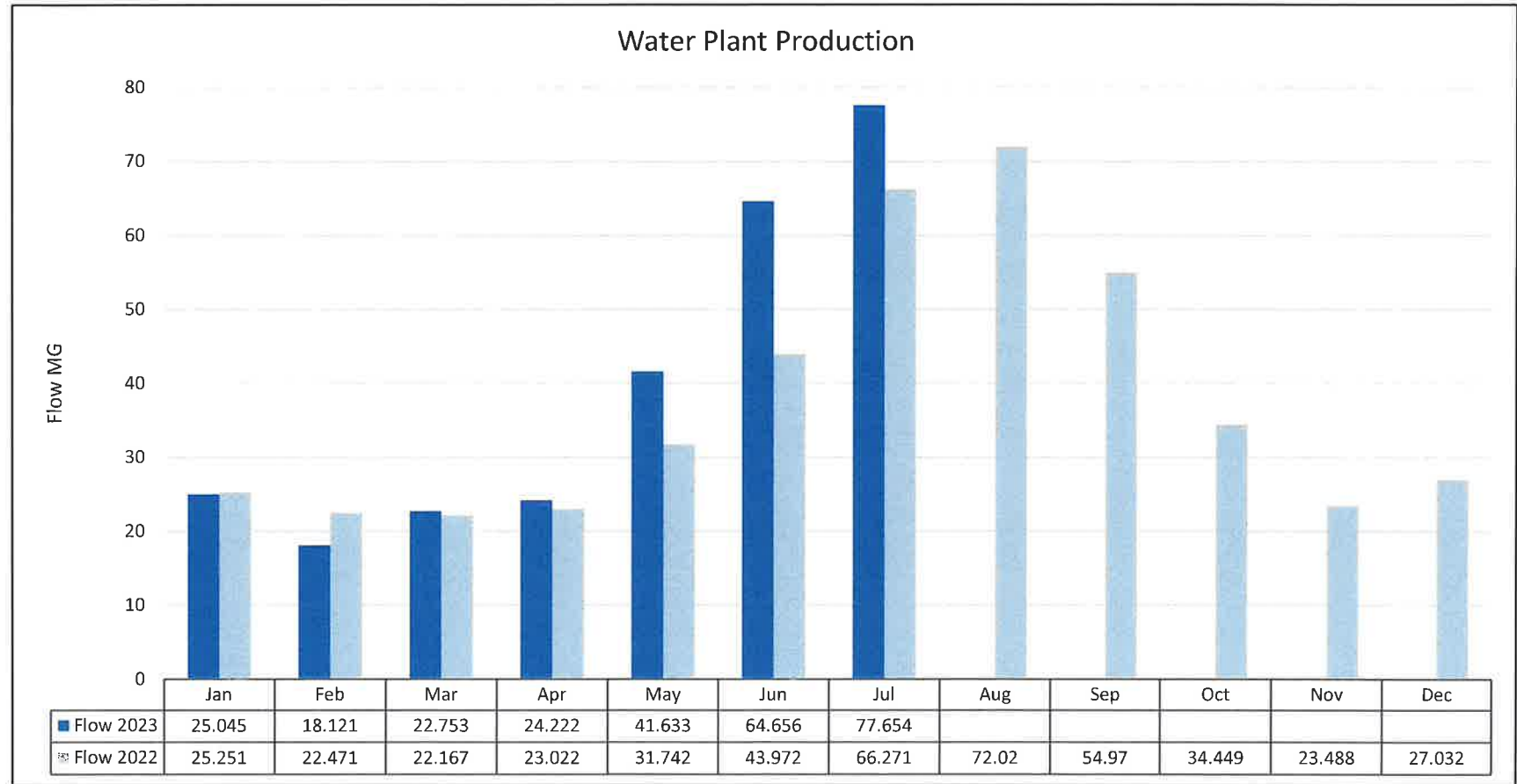
Detailed Breakdown by Incident Type		
INCIDENT TYPE	# INCIDENTS	% of TOTAL
111 - Building fire	1	1.69%
112 - Fires in structure other than in a building	1	1.69%
118 - Trash or rubbish fire, contained	2	3.39%
130 - Mobile property (vehicle) fire, other	1	1.69%
132 - Road freight or transport vehicle fire	2	3.39%
141 - Forest, woods or wildland fire	1	1.69%
142 - Brush or brush-and-grass mixture fire	1	1.69%
143 - Grass fire	2	3.39%
243 - Fireworks explosion (no fire)	1	1.69%
311 - Medical assist, assist EMS crew	3	5.08%
320 - Emergency medical service, other	1	1.69%
321 - EMS call, excluding vehicle accident with injury	39	66.1%
322 - Motor vehicle accident with injuries	1	1.69%
440 - Electrical wiring/equipment problem, other	1	1.69%
733 - Smoke detector activation due to malfunction	1	1.69%
743 - Smoke detector activation, no fire - unintentional	1	1.69%
TOTAL INCIDENTS:	59	100%

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

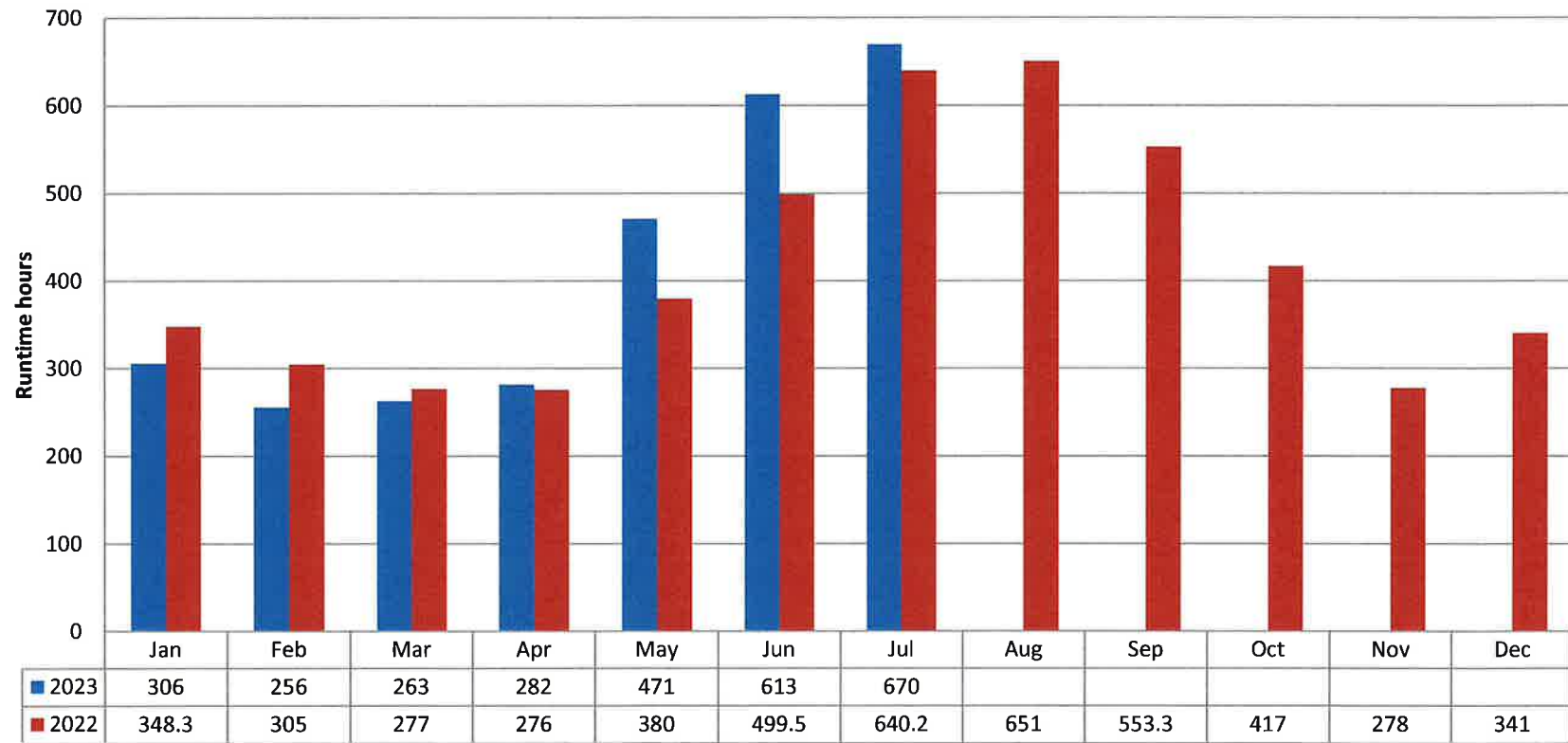


emergencyreporting.com
Doc Id: 553
Page # 2 of 2

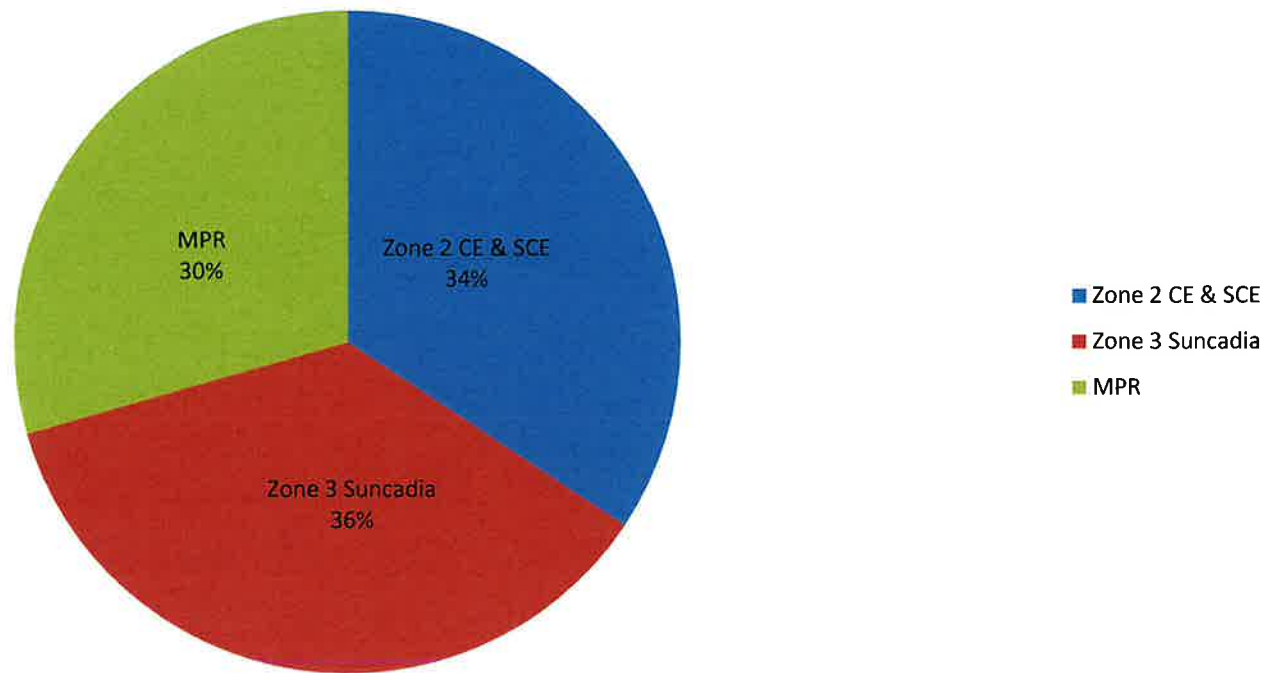
ITEM 7 B

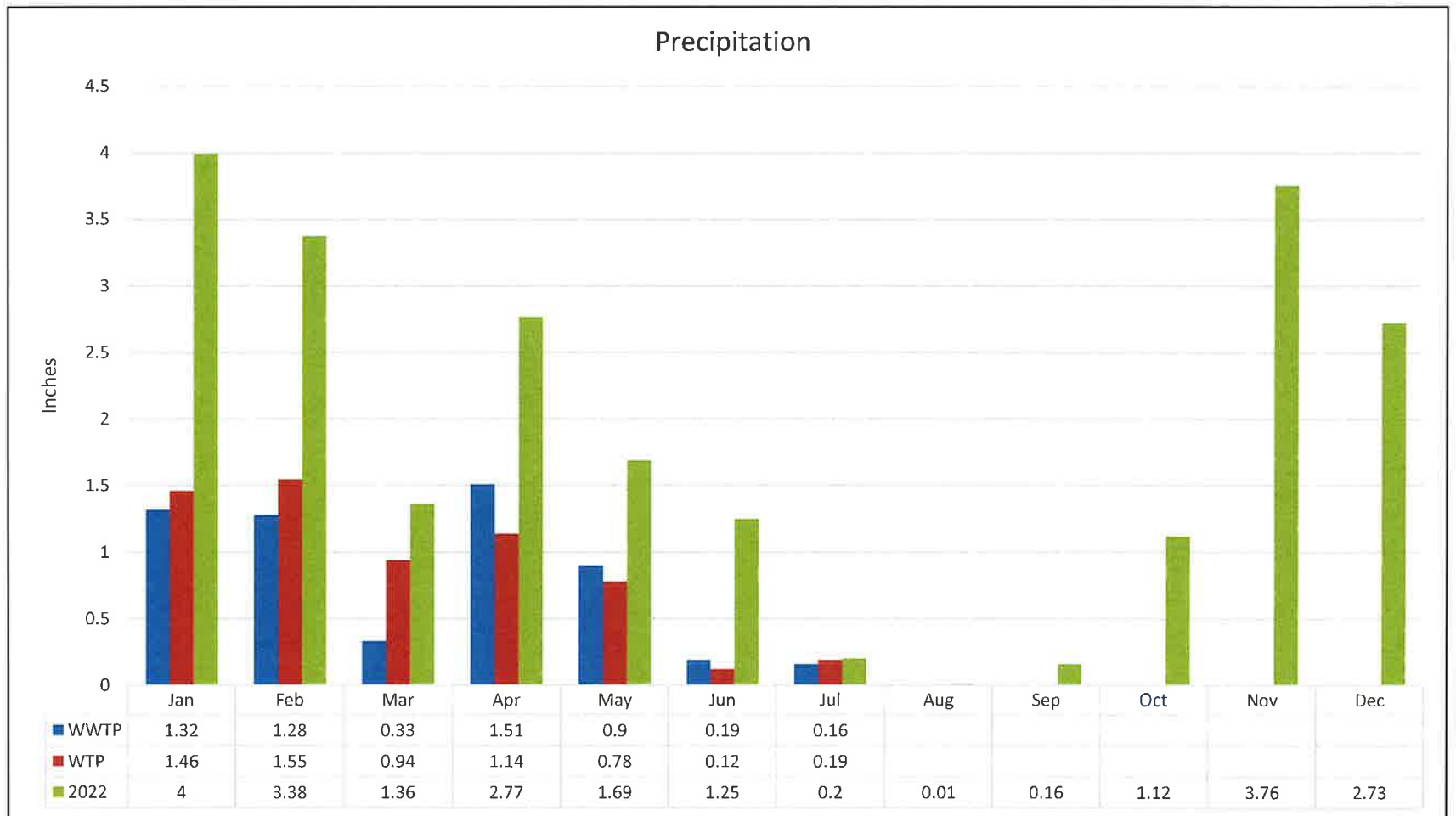


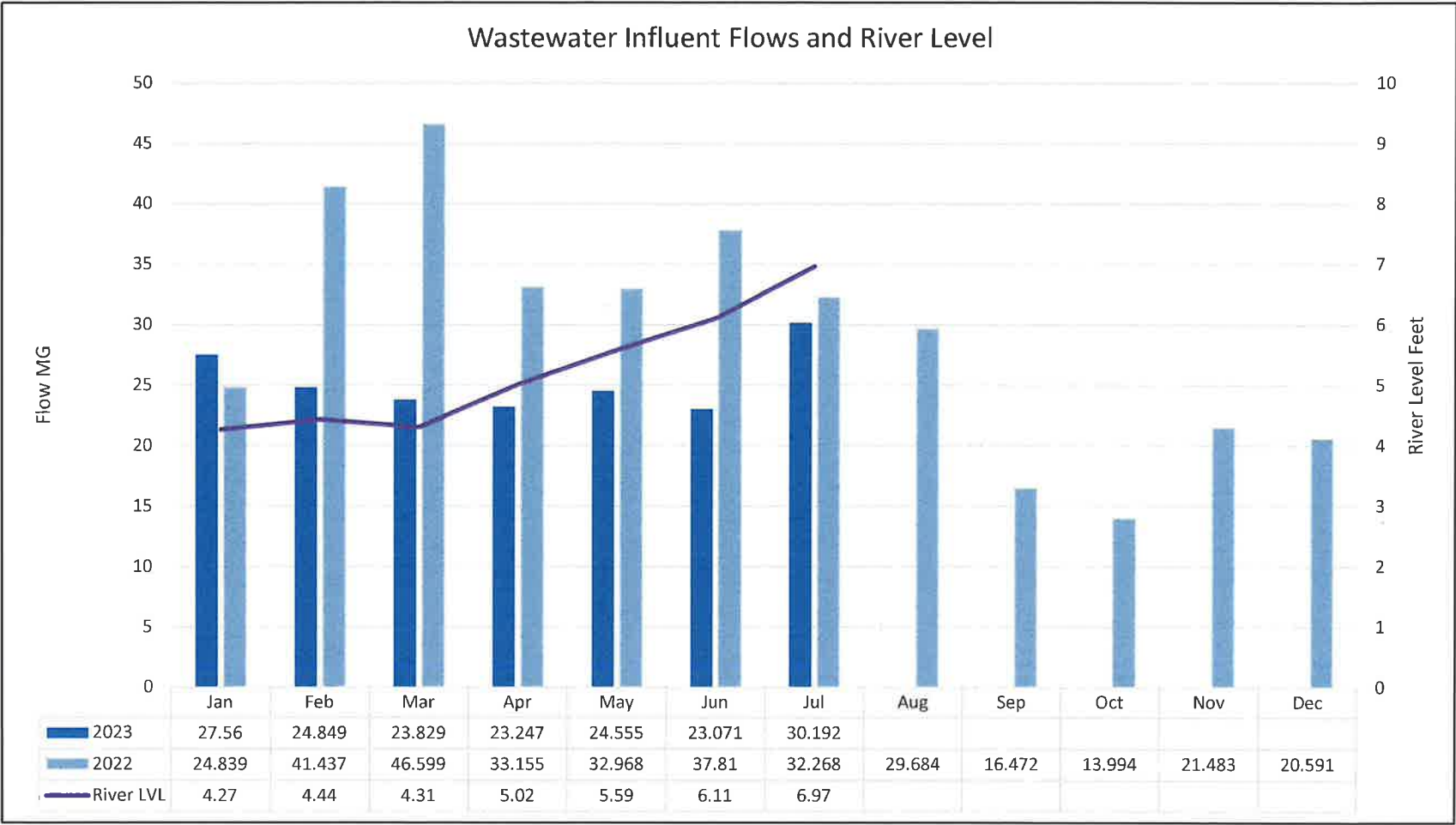
Water Plant Run Time

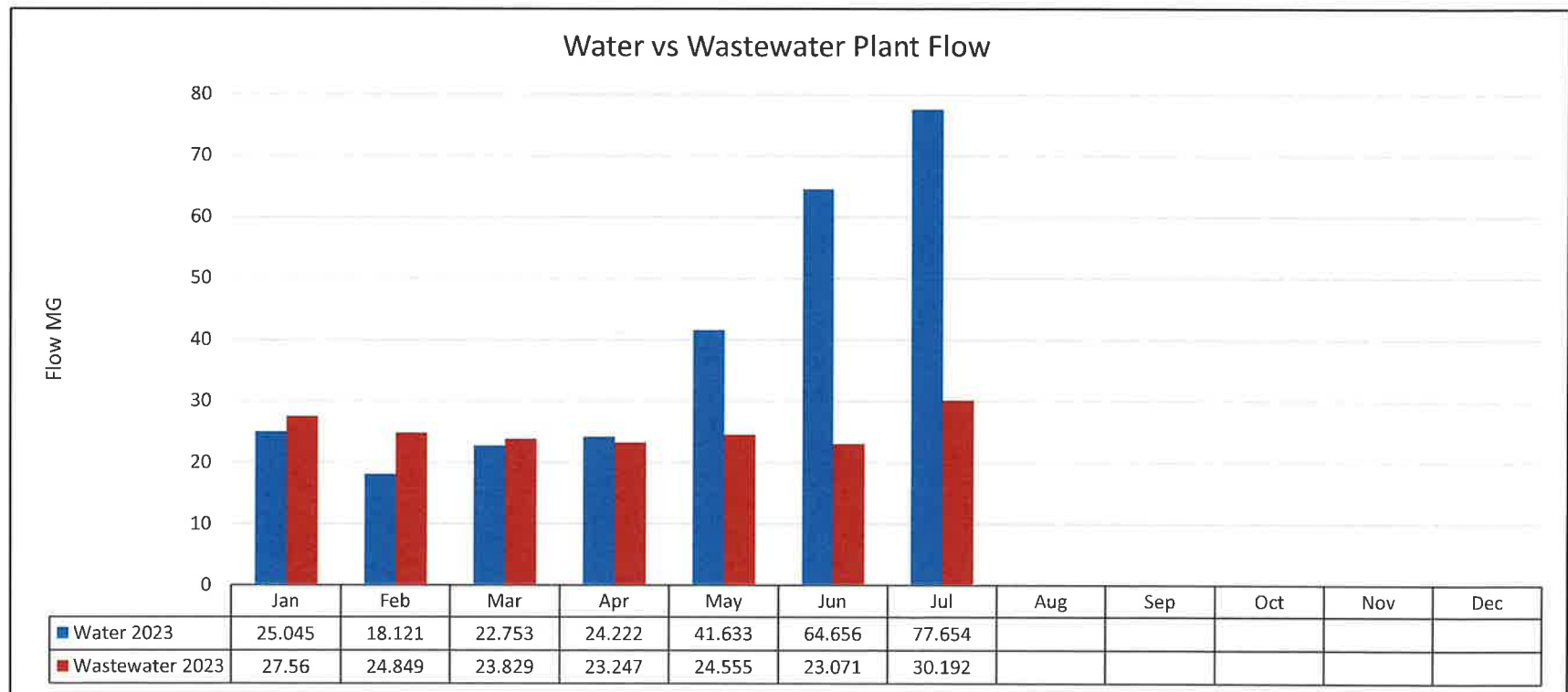


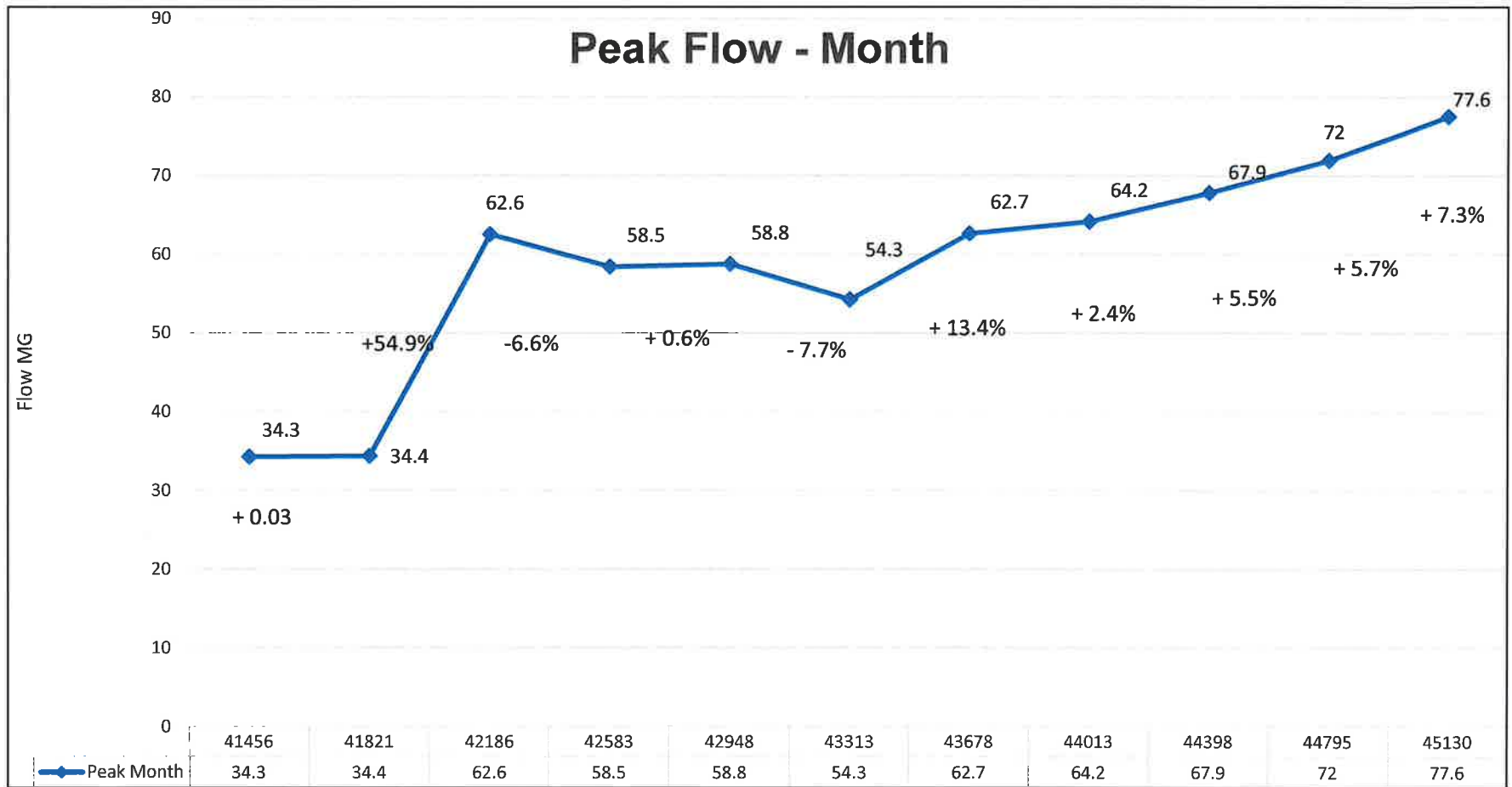
Percent of Flow - July











CITY OF CLE ELUM
Planning Department

AGENDA
STAFF REPORT

AGENDA DATE: *August 14, 2023*

ACTION REQUESTED: *None, Current Planning Update: July 10 – August 14, 2023*

BACKGROUND:

Current Planning Permits:

- 1. Right of Way Vacation – (Prepare Staff Report; review public comments)*
- 2. Fowler Creek; waiting on updated legal descriptions before submitting petition for county review.*
- 3. Crystal Creek Apartments recently submitted building permits for the construction of 24 apartments as part of the Cle Elum Pines West Development Agreement (in review, waiting on updated Landscaping Plans)*
- 4. Variance Request (issued a letter of incomplete)*
- 5. Short Term Rental Application (approved)*
- 6. Pre-Application meeting request for ROW improvements (requested additional information)*
- 7. Parcel Segregation/Boundary Line Adjustment (in review)*
- 8. Special Use Permit Request at the Airport for short term helicopter tour business*
- 9. 47 North – assisting with review process (in review)*
- 10. UKC Fiber Franchise Agreement (in review)*

Code Enforcement:

- 1. Outdoor Sidewalk Permit Encroachment (Mike's Tavern)*
- 2. Right of Way Encroachment (Craven) – clean up to begin 8/14*
- 3. Airport Shipping Container (Snoopy LLC)*
- 4. Two complaints regarding properties in South Cle Elum (city side), was not able to verify that either of the properties required further code enforcement.*

General Planning Support:

- 1. Provided planning support to the public related to: Zoning/Development; Short Term Rentals; Building Permits; Sign Permits; ROW Vacation(s); Pre-Application Meetings.*
- 2. Onsite Support; walk-ins; onsite meetings*
- 3. FAA Meeting discuss the viability of a land transfer between city and Fowler Creek LLC*
- 4. Reviewed and provide guidance regarding Hanger requests at the airport*
- 5. Planning Commission – Sign Code; Critical Areas*
- 6. Council Presentations*

RECOMMENDATION:

None

HANDLING:

City Clerk, Council

ATTACHMENTS:

None

LEAD STAFF:

Colleda Monick, HLA

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



ITEM 8 A

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

International Overdose Awareness Day August 31, 2023

Whereas, The City of Cle Elum does affirm and acknowledge the harm and hardship caused by drug overdose; and

Whereas, We recognize the purpose of International Overdose Awareness Day as remembering loved ones lost to overdose and ending the stigma of drug-related deaths; and

Whereas, We resolve to play our part in reducing the toll of overdose in our community, which claimed the lives of nearly 2500 Washington State residents in the year 2022 with countless more affected forever; and

Whereas, We recognize from July 2022 through June 2023 Kittitas County EMS have responded to over 150 Substance use related calls; and

Whereas, We recognize that from July 2022 through June 2023 Kittitas County has lost 7 individuals to overdose; and

Whereas, We affirm that the people affected by overdose are our sons and daughters, our mothers and fathers, our brothers and sisters and deserving of our love, compassion and support; and

Whereas, More people die from overdoses than from gun violence and vehicle accidents combined; and

Whereas, Death from overdose is preventable.

Whereas, There continue to be deaths from stimulant use; and

Whereas, Overdoses continue to increase both medical and other economic costs greatly impacting our society; and

Whereas, Substance Use Disorder is a treatable disease, and the stigma and shame often are a barrier to seeking help; and

THEREFORE, The City of Cle Elum does hereby proclaim August 31st, 2023, as International Overdose Awareness Day which will be honored with an event on the day at Mountain View Park in Ellensburg from 10:00 am to 1:00 pm.

Signed this 14th day of August 2023

Mayor

Attest: 
City Clerk

ITEM 9 A

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



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

CITY OF CLE ELUM

FINDINGS of FACT, CONCLUSIONS, & RECOMMENDATION

for

PETITION FOR RIGHT-OF-WAY VACATION

Application File: VAC-2023-001

PETITIONER: Jeff Stubbs

REQUEST: Proposed public right-of-way vacation in the vicinity of Deer Meadow Drive and Spansky Way

PROJECT LOCATION: Vicinity of Dear Meadow Drive and Spansky Way

PARCEL NUMBER(S): 623134

DATE OF REQUEST: May 24th, 2023

DATE OF HEARING: August 14th, 2023

STAFF CONTACT: Colleda Monick, Planning Consultant

I. DESCRIPTION OF REQUEST:

The applicant is request to vacate a portion of public right-of-way in the vicinity of Deer Meadow Drive and Spansky Way, extending to the northern boundary of parcel number 623134, located in the Single Family Residential zoning district.

II. SUMMARY OF RECCOMENDATION:

From the review of the site, the matters contained in the application, and a review of the Cle Elum Comprehensive Plan 2037, the Cle Elum Urban Area Zoning Ordinance, and RCW 35.79, Planning Staff makes the following:

III. FINDINGS:

A. Background: On May 24th, 2023, the City of Cle Elum received a petition from Jeff Stubbs for the vacation of a portion of right-of-way. The proponent has requested this vacation for the purpose of a future residential housing development. There are no future City plans for development of the subject right-of-way. On June 28th, 2023, the city received all necessary documents

for review and the application was considered complete and ready for processing.

- B. Council Authority:** The Council has jurisdiction to conduct public hearings on petitions and resolutions to vacate streets and public right-of-way pursuant to CEMC 14.30.200.
- C. Urban Area Zoning Ordinance:** Technically, street rights-of-way are not designated with an underlying zoning district. However, upon vacation they become zoned the same as the properties to which they are immediately contiguous. In this case, the contiguous zoning is Single Family Residential. The entire portion of right-of-way to be vacated will be zoned Single Family Residential, consistent with the zoning that is currently located along the right-of-way.
- D. Cle Elum Comprehensive Plan 2037:** Street rights-of-way do not contain an underlying Comprehensive Plan designation. Upon vacation they will obtain the same Comprehensive Plan designation as the properties to which they are immediately contiguous. The subject portions of right-of-way, once vacated, will have a Future Land Use Designation of Commercial.
- E. Revised Code of Washington (RCW) 35.79:** This chapter of state law stipulates the state's requirements for the process of vacating street right-of-way. All requirements of this chapter that can be accomplished prior to the public hearing have been fulfilled. State law provides that the property within the limits to be vacated shall belong to the owners of the lots abutting each side of the vacated area, one-half to the owners on each side of the vacated area (RCW 35.79.040).

IV. ZONING AND LAND USE:

The property being vacated is considered public right-of-way and surrounding properties have the following characteristics:

<u>Direction</u>	<u>Zoning</u>	<u>Land Use</u>
North	Single-Family Residential	Single-Family Residence
South	General Commercial	Commercial Business
East	Multi-Family Residential	Vacant Land
West	Single-Family Residential	Single-Family Residence

V. STAFF REVIEW:

A meeting was held to discuss the possible impacts of this vacation. The following comments were received from public agencies and private companies with an interest in development herein being reviewed:

- A. Traffic Engineering:** No issue with the vacation. There are no future plans to develop this area or to extend utilities through the existing right-of-way.

VI. PUBLIC USE OF RIGHT-OF-WAY:

The subject portion of right-of-way to be vacated is completely unimproved on the surface. No curb, gutter, or asphalt are located in this portion of right-of-way.

VII. CRITERIA FOR VACATION OF RIGHT-OF-WAY:

CEMC Ch. 14.30.200 provides specific guidelines for right-of-way vacations. These guidelines include ten criteria that must be met in the granting of vacation petitions. There are as follows:

a. The need for the proposed vacation.

Petitioner Response: The reason for the requested vacation is to add said 20' portion of alley to Lots 7 & 8 which will make the parcel larger, which will turn make the parcel area more usable.

Staff Response: The petitioner has expressed interest in developing this area for residential housing. By vacating this section of right-of-way, the developer would be able to create more usable access.

b. The current use of the street or alley.

Staff Response: There is not current use.

c. Easement within the right-of-way.

Staff Response: No recorded easement through the right-of-way, there is a 6" waterline outside of the right-of-way located on the parcel to the east.

d. Whether the proposed vacation is consistent with the goals and policies of the comprehensive plan.

Staff Response: Street rights-of-way do not contain an underlying Comprehensive Plan designation. Upon vacation they will obtain the same Comprehensive Plan designation as the properties to which they are immediately contiguous.

e. Whether the street or alley abuts a body of water (See RCW 35.79.035).

Staff Response: N/A

f. The impact of the proposed vacation on neighboring properties.

Staff Response: Both properties on either side of this proposed right-of-way vacation belong to the same property owner, so this will not affect the vacation.

g. Potential environmental impacts

Staff Response: None noted. There is no anticipated environmental factors that would be adversely affected by this vacation.

h. Potential impacts on the public health, safety, and welfare.

Staff Response: None identified. There is no anticipated development that would be adversely affected by this vacation.

i. **The public benefit of the proposed vacation.**

Staff Response: As there are no plans to improve this section of right-of-way into a public street, or to extend utilities through this area, vacating this portion of right-of-way will benefit the public by allowing access to properties adjacent to the length of the vacation taking place.

j. **The recommended methodology for determining the value of the street or alley to be vacated.**

Staff Response: The valuation method was conducted by Fidelity Appraisal Service LLC and was based on the land assessment by Kittitas County. Based on research of the surrounding parcels, the new parcel value was based on the rate of increase consistent with surrounding parcels for size in relation to value.

VIII. COMPENSATION:

A. CEMC 14.30.200(G)(1) states, "The owner(s) of the property abutting the street or alley to be vacated shall pay to the city an amount not to exceed one-half of the full appraised or assessed value of the area to be vacated as determined by the city."

B. CEMC 14.30.200(G)(1)(a) states, "If the street or alley has been part of a dedicated public right-of-way for twenty-five years or more, or if the subject property or portions thereof were acquired at public expense, the city may require the owners of the property abutting the street or alley to compensate the city in an amount that does not exceed the full appraised or assessed value of the area vacated."

The appraised value, as provided by the Petitioner, is reported as \$5,654 as determined by Fidelity Appraisal Service LLC.

IX. TRAFFIC STUDY:

The City of Cle Elum's Engineer has determined that a traffic study is not required for this right-of-way vacation.

X. ENVIRONMENTAL REVIEW:

Street vacations are categorically exempt from SEPA review (WAC 197-11-800(2)(i)).

XI. PUBLIC NOTICE:

The Cle Elum City Council set the date of this public hearing for street vacation on July 10th, 2023, by Resolution NO. 2023-019, in accordance with RCW 35.79.010.

Other notices of this hearing were provided for in the following manner:

Posting of the property	July 12, 2023
Adjoining property owners notified	July 14, 2023
Legal ad published	July 14, 2023
Posting in three public places	July 12, 2023

XII. CONCLUSION:

1. Petition signatures for this vacation were obtained from the necessary two-thirds of the property owners fronting this vacation.

2. The subject right-of-way was dedicated to the city of Cle Elum by Fred and Nellie Steiner, on May 10, 1915.
3. If this request is approved, the vacated right-of-way will be zoned Single-Family Residential.
4. No properties will be denied sole access to the public street system by vacating this right-of-way.
5. The petition for vacation of this public right-of-way does not conflict with any planned street improvement projects or other plans or projects of the City of Cle Elum.
6. The intended use of the property, once vacated, will benefit the general public as it will be able to be improved and be part of a residential housing development.
7. A traffic study for this proposal was not required.
8. All necessary requirements for street vacations in RCW 35.79 are met.
9. Compensation to the City is at the discretion of the city council, per CEMC 14.30.200.
10. No letters were received in opposition to this proposal during the public comment period. Two letters recommending approval were received, and a letter opposing the vacation was received after the public comment period ended.

XIII. RECOMMENDATION:

The Planning Division recommends that the petition for the vacation of platted right-of-way adjacent to land owned by Jeff Stubbs, be approved, subject to the following conditions:

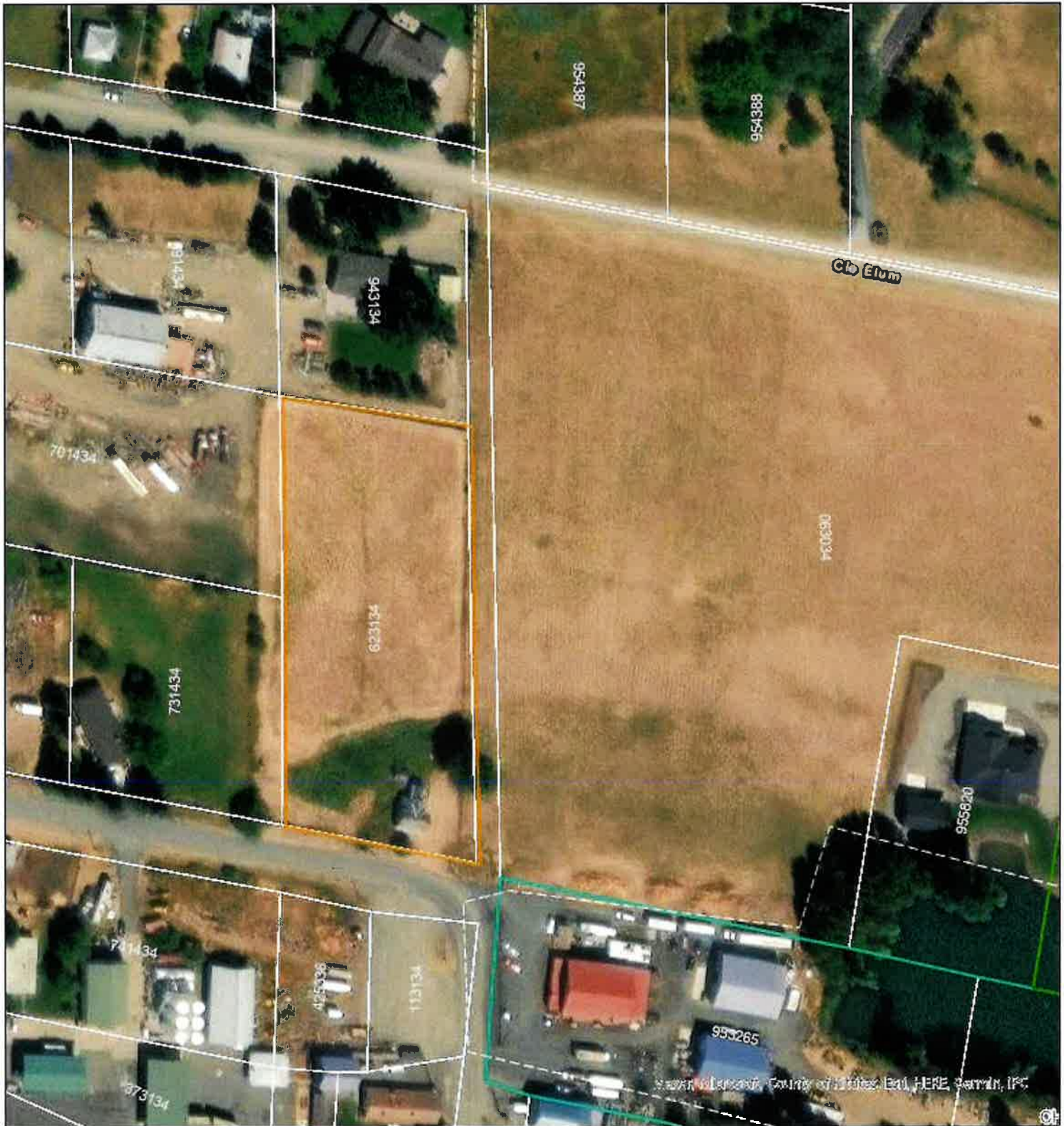
- A. The vacated right-of-way shall be zoned Single-Family Residential.

JEFF STUBBS
VAC_2023_001

EXHIBIT LIST

Vicinity Map
Site Plan
Application for Right-of-Way Vacation
Resolution for Set Date (Resolution No. RES 2023-019)
Land Use Action Signs
Notice of Petition & Public Hearing
Press Release
Parties Notified
Public Comments

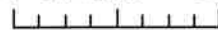
Kittitas County COMPAS Map



Date: 8/3/2023

1 inch equals 188 feet

0 0.010.02 0.04 mi



Disclaimer:
Kittitas County makes every effort to produce and publish the most current and accurate information possible. No warranties, expressed or implied, are provided for the data, its use, or its interpretation. Kittitas County does not guarantee the accuracy of the material contained herein and is not responsible for any use, misuse or representations by others regarding this information or its derivatives.



RECORD OF SURVEY

1. THE PURPOSE OF THIS SURVEY IS TO IDENTIFY AND MARK THE EXTERIOR BOUNDARY LINES FOR LOT 87 AND E. STERNER GARDEN TRACTS NO. 3.
2. THIS SURVEY WAS PERFORMED USING A TRIMBLE R12I IN CONJUNCTION WITH A TRIMBLE S SERIES 3 TOTAL STATION WITH REBUILT ACCURACY THAT MEETS OR EXCEEDS STANDARD 90 PER WAC 332-150-090.
3. THE INFORMATION ON THIS MAP REPRESENTS THE RESULTS OF A SURVEY MADE IN OCTOBER OF 2021, AND CAN ONLY BE CONSIDERED AS INDICATING THE GENERAL CONDITIONS EXISTING AT THAT TIME.
4. ALL MONUMENTS SHOWN AS FOUND WERE LOCATED DURING THE COURSE OF THIS SURVEY, UNLESS OTHERWISE NOTED.
5. THIS SURVEY DOES NOT PURPORT TO SHOW EASEMENTS, ENCUMBRANCES OR RESTRICTIONS OF RECORD OR OTHERWISE.
6. FOR BESTION SUBDIVISION, CORNER DOCUMENTATION AND ADDITIONAL SURVEY INFORMATION, SEE THAT CERTAIN SURVEY AS RECORDED IN BOOK 26 OF SURVEYS, PAGE 82, AND THE SURVEY REFERENCED THEREON, RECORDS OF KITTITAS COUNTY, STATE OF WASHINGTON.
7. THE NAME OF BEAVERBOS IS PER WASHINGTON STATE PLANE COORDINATES, SURVEYED FROM THE FOUND MONUMENT TO THE INTERSECTION OF COTTAGE AVENUE, AS SHOWN HEREON, WITH THE LINE BETWEEN THEM OBSERVED AS N151°26'42"E.

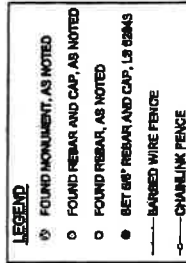
R1. STEWERS GARDEN TRACTS NO. 2
BOOK 2 OF PLATS, PAGE 49

R2. STEWERS GARDEN TRACTS NO. 3
BOOK 3 OF PLATS, PAGE 20

R3. RECORD OF SURVEY
BOOK 18 OF SURVEYS, PAGE 8

R4. RECORD OF SURVEY
BOOK 25 OF SURVEYS, PAGE 52

STATUTORY WARRANTY DEED AFN: 202102010068



RECORD OF SURVEY
LOTS 7 AND 8, STEINER'S GARDEN TRACTS NO. 3
KITTITAS COUNTY TAX PARCEL NO. 823134
PREPARED FOR
MATT CHAMBERS

SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY _____
ON _____ AT _____ IN CONNECTION WITH THE
REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE
REQUEST OF HATT CHAMBERS, IN SEPTEMBER OF 2011.

[Signature]

DATE 01/01/2012

MAJOR R. WARD, F.R.S.

STATE OF WASHINGTON CERTIFICATE NO. 02863

AUDITOR'S CERTIFICATE 2023 03 00 02 2

FILED FOR RECORDS, THE 10th DAY OF March 2023
AT 5:21 P. M. IN BOOK 253 OF SURVEYS AT PAGE 119
AT THE REQUEST OF AMBURY & MANNING
BY AMBURY & MANNING
BRYAN ELLIOTT
REGISTERED SURVEYOR
COUNTY AUDITOR

119 West First Street
Cle Elum, WA 98922
Telephone · (509) 674-2262
Fax · (509) 674-4097
www.cityofcleelum.com



PETITION TO VACATE A CITY RIGHT-OF-WAY

The owners of an interest in any real estate abutting upon any street or alley who may desire to vacate the street or alley, or any part thereof, may petition the City to make vacation, giving a description of the property to be vacated, or the City may itself initiate by resolution such vacation procedure. See RCW 35.79 for more information.

OFFICIAL USE ONLY	
Permit #:	VAC-2023-001
Staff Person:	VA
Fee Total:	\$1000.00
Associated Permits:	

TO THE CITY COUNCIL AND MAYOR:

The undersigned persons are owners of more than two-thirds (2/3) of all the private property abutting upon the right-of-way described below and shown on the attached map:

Identification of Right-of-Way by name and/or Plat/Block: That portion of the 20' Alley?
located adjacent to and East of Lots 7 & 8, Steiner's Garden Tracts No. 3 (Book 3 of Plats, Page 20)

The undersigned desire that the above described right-of-way be vacated so that it will be available for private use and further petition the City Council, to, by resolution, fix a time and place when this Petition shall be heard and determined, which time shall be not less than twenty (20) days nor more than sixty (60) days after the date of passage of said resolution; and further petition the City Council to instruct the City Clerk, upon passage of the resolution, to give at least twenty (20) days prior notice of the pendency of said Petition, by posting a notice in three (3) of the most public places in the City of Cle Elum and a like notice in a conspicuous place on each portion of right-of-way to be vacated, which notice shall contain a statement that a petition has been filed to vacate said portion of street, which shall be described in the notice together with a statement of the time and place fixed for the hearing of said petition. The applicant by signing this agreement also agrees to pay all costs associated with its review.

Date: 5/24/23

Property Owner Signatures:

[Signature]

Application Criteria¹	
1.	A cover letter indicating the names of the applicants, a description of the right-of-way and the reasons for its vacation.
2.	A map clearly indicating the subject right-of-way to be vacated and the adjoining property owners.
3.	A professional survey of the proposed vacation.
4.	Payment of a fee that is consistent with the City of Cle Elum's fee schedule.

1. The application will not be processed and deemed incomplete if not all required criteria is not attached to application on the day of submission. The Planner may chooses to wave some of the required criteria. If any of the required criteria is provided in another permit please cite that permit.

May 23, 2023

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

RE: Petition to vacate a city right-of-way

Dear City of Cle Elum:

I wish to vacate a portion of the twenty foot (20') alley that is located adjacent to and East of Lots 7 & 8 of the Steiner's Garden Tracts No. 3 Plat (Book 3 of Plats, Page 20).

The Assessor's Parcel Number and Map Number for the said lots is 623134 (20-15-25055-0007) and is owned by Wildwood Ranch LLC (Jeff Stubbs).

The reason for the requested vacation is to add said 20' portion of alley to Lots 7 & 8 which will make the parcel larger, which will in turn make the parcel area more usable.

I have attached the Assessor's Parcel information, Property Report, Tax Sifter Map, Plat Map and a recent survey of the lots showing the alley highlighted.

Thank you for your consideration and please do not hesitate to contact me if you have any questions or concerns. My number is 509-674-8797.

Sincerely,

Jeff Stubbs

cc: Enclosures



KITTITAS COUNTY WASHINGTON



TAXSIFTER

[SIMPLE SEARCH](#) [SALES SEARCH](#) [COUNTY HOME PAGE](#) [CONTACT](#) [DISCLAIMER](#)

[PAYMENT CART\(0\)](#)

Mike Hougardy
Kittitas County Assessor 205 W 5th Ave Ste 101 Ellensburg WA 98926

[Assessor](#) [Treasurer](#) [Appraisal](#) [MapSifter](#)

Parcel

Parcel#: 623134 Owner Name: WILDWOOD RANCH LLC
DOR Code: 11 - Residential - Single Family Address1:
Situs: 1317 E FIRST ST CLE ELUM Address2: PO BOX 895
Map Number: 20-15-25055-0007 City, State: ROSLYN WA
Status: Zip: 98941-0895
Description: CLE ELUM; STEINER'S GDN TR #3 LOTS 7 & 8
Comment: SENT CORRECTION NOTICE ON 10/2/2014, 14 FOR 15

2023 Market Value

2023 Taxable Value

2023 Assessment Data

Land:	\$117,660	Land:	\$117,660	District:	28 - CICE SD404 H2
Improvements:	\$0	Improvements:	\$0		CO COF ST
Permanent Crop:	\$0	Permanent Crop:	\$0	Current Use/DFL:	No
Total	\$117,660	Total	\$117,660	Senior/Disability Exemption:	No
				Total Acres:	1.74000

Ownership

Owner's Name	Ownership %	Owner Type
WILDWOOD RANCH LLC	100 %	Owner

Sales History

Sale Date	Sales Document	# Parcels	Excise #	Grantor	Grantee	Price
05/16/23	2023-696	1	2023-696	CARTER, DEBRA A	WILDWOOD RANCH LLC	\$325,000
02/01/21	2021-245	1	2021-245	CHOYCE, KAREN L	CARTER, DEBRA A	\$250,000
06/18/20	2020-981	1	2020-981	CHOYCE, ALFRED R	CHOYCE, KAREN L	\$0

Building Permits

No Building Permits Available

Historical Valuation Info

Year	Billed Owner	Land	Impr.	PermCrop	Value	Total	Exempt	Taxable
2023	WILDWOOD RANCH LLC	\$117,660	\$0			\$0	\$117,660	\$0
2022	CHAMBERS, MATTHEW	\$95,960	\$0			\$0	\$95,960	\$0
2021	CHAMBERS, MATTHEW	\$92,400	\$0			\$0	\$92,400	\$0
2020	CHOYCE, KAREN L	\$92,400	\$0			\$0	\$92,400	\$0
2019	CHOYCE, ALFRED R	\$81,960	\$0			\$0	\$81,960	\$0

[View Taxes](#)

Parcel Comments

Date	Comment
10/02/14	SENT CORRECTION NOTICE ON 10/2/2014, 14 FOR 15

Property Images

Click on an image to enlarge it.



1.0.8368.16162

Data current as of: 5/22/2023 3:48 PM

TX_RollYear_Search: 2023



Property Report for Parcel#: 623134

Tuesday, May 23, 2023

Parcel Information

Address:	1317 E FIRST ST CLE ELUM
Tax Parcel ID:	623134
Map Number:	20-15-25055-0007
Recorded Area:	1.74 a
Owner Name	WILDWOOD RANCH LLC
Name Cont:	
Mailing Address:	PO BOX 895
City/State/Zip:	ROSLYN WA 98941-0895

Critical Areas Information

Contains > 30% Slope:	No
PHS Site Name:	N/A
Roof Hazard:	HIGH_EXTREEME HAZARD RATING
Roof Class:	CLASS A
Seismic Category:	D1
Shore Line:	N/A
Wetland Code:	N/A
DNR Water Type:	N/A
FIRM Zone:	500 YEAR
FEMA Flood Map:	53037C0683D
Coalmine Shaft:	N/A
Airport Zone:	N/A
BPA Right of Way:	-1
Max Elevation:	1896
ISO:	0.058
PG:	110, Engineering is required

Domestic Water Information

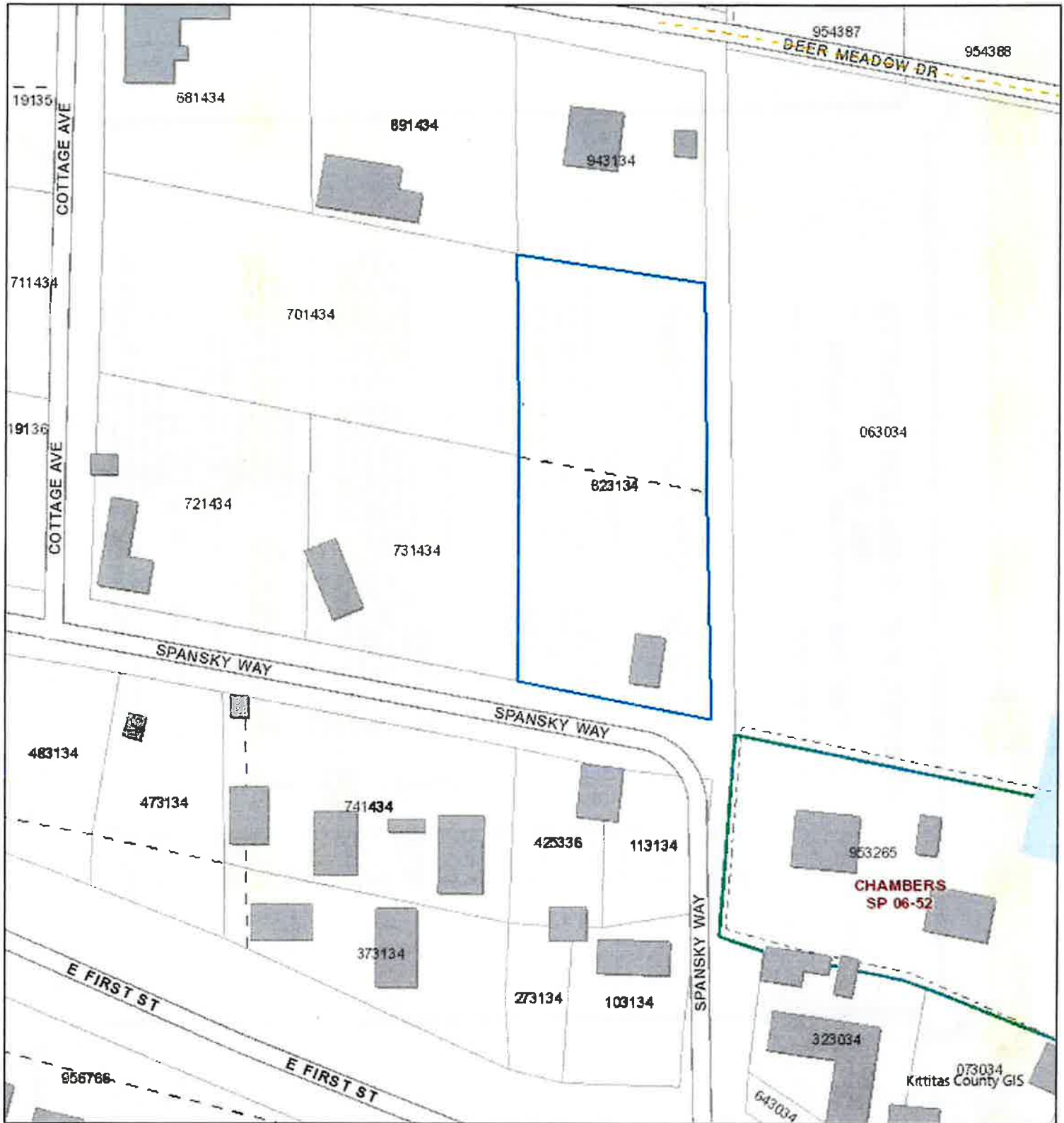
Over the Counter Water:	Yes, Suitability Map
Qualifying Water Banks:	Big Creek WR, Bourne, New Suncadia (Tillman Creek), KittitasCnty(Clennon), Reecer Creek, KittitasCnty(Roth), New Suncadia(Big Creek), New Suncadia (SwaukFirstCreeks), New Suncadia (TeanawayRiver), Roan New Suncadia, Swiftwater Ranch, Trillside, Western Water Partners, Yakima Mitigation Services, NGR
Sub Basin Watershed:	Kachess Yakima River



Administrative Information

Zone and Allowed Uses:	Single Family Residential
Land Use Category:	Urban, Allowed Use
Commisioner District:	0
Voter Precinct:	
Hospital District:	HOSPITAL DISTRICT 2
School District:	Cle Elum-Roslyn School District
Irrigation District:	N/A
Weed District:	
Fire District:	CITY OF CLE ELUM 51-1
Cemetery District:	N/A
Court District:	Upper District Court
PUD Comm District:	District 2
Parks and Rec District:	District 1
Wildland Urban Interface:	IR 1
Stock Restricted Area:	Stock Restricted
COE Gas Service Area:	No

Kittitas County COMPAS Map



Date: 5/23/2023

1 inch equals 188 feet

0 0.01 0.02 0.04 mi



Disclaimer:
Kittitas County makes every effort to produce and publish the most current and accurate information possible. No warranties, expressed or implied, are provided for the data, its use, or its interpretation. Kittitas County does not guarantee the accuracy of the material contained herein and is not responsible for any use, misuse or representations by others regarding this information or its derivatives.



SCALE 1 in. = 300 ft

DESCRIPTION

This plot of Steiner's Garden Tracts No.3 consists of trends and streets shown on the plat and is situated in the S.E. 1/4 of Section 25, T20N, R35E, N3M

DEDICATION

Know all men by these presents, that we, Fred H. Steiner and Melita Steiner, his wife, owners in fee simple of the above described piece of real property, do hereby declare this plot and description and dedicate to the use of the public forever as highways all streets and alleys plotted thereon.

J.V. Holler

I seals this 20th day of April 1915
E. J. W. S. A.

ACKNOWLEDGEMENT

This certifies that on this 20th day of April A.D. 1915 before me the undersigned Notary Public in and for said County and State personally appeared the within named Elsie M. Steiner and Nellie Steiner whose names are subscribed to the foregoing instrument as parties thereto personally known to me to be the individuals described in and who executed the foregoing instrument and acknowledged that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

State of Washington } ss
County of Kittitas }

J. K. Hofflar

I hereby certify that all State and County taxes heretofore levied on the property described above, according to the books and records of my office have been fully paid and discharged.

Maudie Gilman

County Treas. of Kinikayo Co.

on the 13th day of May 1911

of County Co.
H B McNeil

15th May 1915

Moses M. Cone

County Engineer: K. H. Hays Co.

near this day of Nov 1935 at volume 111

BLG Diagram

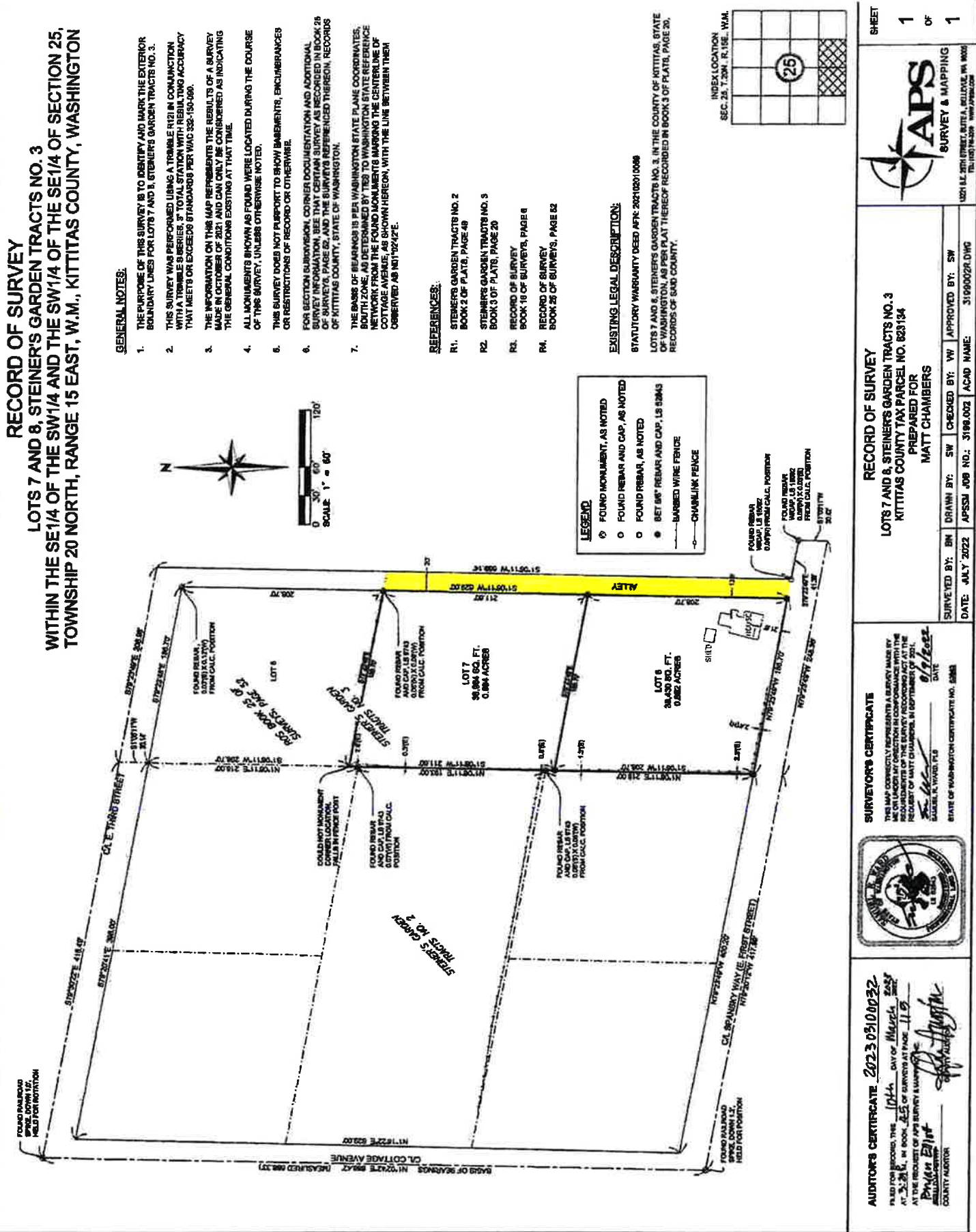
County Auditor of ~~Alaska~~ Co.

front and this is a doorway into a house.

A.D. Case.

7/1/15

7/1/15 11:15 AM 20230310032
 11/15/2023 02:20:14 PM V: 45 P: 115 20230310032
 11/15/2023 02:20:14 PM V: 45 P: 115 20230310032



RESOLUTION: 2023-019

A RESOLUTION setting a day and time for a public hearing to consider a petition to vacate a portion of right-of-way extending south and north along from the intersection with Deer Meadow and Spansky Drive.

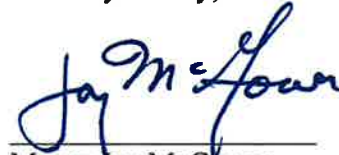
WHEREAS, The owners for more than two-thirds of the private property abutting upon the subject right-of-way have petitioned the City Council of the City of Cle Elum to vacate the right-of-way along Lot 7 and 8, Steiner's Garden Tracts No. 3 (parcel #623134).

WHEREAS, The petition requests that the City Council by ordinance vacate said portion of the alley right-of-way after proper hearing and determination pursuant to notice as required by law; NOW, THEREFORE,

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

1. Said petition properly and particularly described the portion of right-of-way to be vacated and said petition was signed by owners of more than two-thirds of the property along said right-of-way sought to be vacated;
2. Monday, August 7th, 2023 at 6:00 PM in the Council Chambers of the City of Cle Elum City Hall, 119 W. First Street, Cle Elum is hereby set as the day, time and place when said petition shall be heard.
3. The City Clerk or designee is hereby directed to give at least 20 days' notice of the public hearing by posting notice in three (3) of the most public places in the City of Cle Elum and in the section of right-of-way to be vacated. The notice shall contain a statement that a petition has been filed to vacate the right-of-way including a description or map of the area to be vacated, together with a statement of the time and place set for the hearing of said petition.

Passed by the City Council and approved by the Mayor this 10th day of July, 2023.


Mayor Jay McGowan

APPROVED AS TO FORM ONLY

Alexandra Kenyon, City Attorney

ATTEST:


Debbie Lee, City Clerk



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



Phone: (509) 674-2262
Fax: (509) 674-4097
www.cleelum.gov

**CITY OF CLE ELUM NOTICE OF PUBLIC HEARING
UNIMPROVED RIGHT-OF-WAY VACATION BETWEEN
DEER MEADOW DRIVE/SPANSKY WAY**

The City of Cle Elum has received an application to vacate a portion of unimproved right-of-way north of Spansky Way and south of Deer Meadow Drive. The section of right-of-way is east of parcel 823134, west of parcel 06304, and south of parcel 943134. A map highlighting the proposed areas to be vacated and related application materials can be examined at Cle Elum City Hall or on the City website at <http://cityofcleelum.com/city-services/administrative-services/public-notices/>.

Written comments on this request to vacate City right-of-way are now being accepted by the City and may be hand delivered, mailed, or emailed, provided that all comments must be received by the City, or post marked no later than, July 28th, 2023. All comments must clearly identify the name and address of the person(s) submitting the comments. No comments may be submitted through social media such as Facebook, Instagram, and the like.

- Comment letters may be mailed to: City of Cle Elum, Attention: Planning Department/Stubbs ROW Vacation, Cle Elum, WA 98922.
- Emails may be sent to planning@cleelum.gov. Please include Stubbs ROW Vacation in the subject line; or
- Written comments addressed to Planning Department/Stubbs ROW Vacation may be hand delivered to Cle Elum City Hall, 119 West First Street, or placed in the Drop Box located outside of the Customer Entrance on Oakes Avenue.

In addition, the Cle Elum City Council will be conducting a public hearing to receive direct testimony on the request to vacate this City right-of-way during the regular City Council meeting on Monday August 14th, 2023, that starts at 6:00 pm.

The City Council meetings are conducted at the Cle Elum City Hall 119 W First Street, however participation by Zoom is also available **virtually by Zoom using the following link: <https://zoom.us/j/7573184018?pwd=dERndjBJVC9GdVQ1d2lSRExwZFhXZz09> or by phone: 1 (253) 215 8782; Meeting ID: 757 318 4018; Passcode: 98922.**

All written comments received prior to and during the hearing will be considered by the City Council before a decision is made. Please note that following this public hearing the City Council may take action on an ordinance to approve this proposed vacation the same night or at a future City Council meeting. For more information, please contact City Planner Colleda Monick at (509) 674-2262 or colleda.monick@cleelum.gov.

AFFIDAVIT OF PUBLICATION

STATE OF WASHINGTON

COUNTY OF KITTITAS

)
) SS
)

TERRY L. HAMBERG, being duly sworn on oath, deposes and says that she is the publisher of the NORTHERN KITTITAS COUNTY TRIBUNE, a weekly newspaper. That said newspaper is a legal newspaper and has been approved as a legal newspaper by order of the Superior Court in the county in which it is published and it is now and has been for more than six months prior to the date of the publications hereinafter referred to, published in the English language continually as a weekly newspaper in Cle Elum, Kittitas County, Washington, and is now and during all of said time was published in an office maintained at the aforesaid place of publication of said newspaper. That the annexed is a true copy of

Notice of Public Hearing Aug. 14, 2023 to consider a petition to vacate a portion of an alley between Spansky Way and Deer Meadow Drive

as it was published in regular issues (and not in supplement form) of said newspaper once a week for a period of

1 subsequent weeks, commencing on the 13th
day of July, 2023 and ending on the
_____ day of _____, 2023,

both dates inclusive, and that such newspaper was regularly distributed to its subscribers during all of said period. That the full amount of the fee charged for the foregoing publication is the

sum of \$ 50.40, which amount has been paid in full.

Terry L. Hamberg

Terry L. Hamberg

NOTICE OF PUBLIC HEARING CLE ELUM CITY COUNCIL

Notice is hereby given that the Cle Elum City Council will hold a public hearing on Monday, August 14th, 2023, at 6:00 p.m. or soon thereafter for the purpose of:

To consider a petition to vacate a portion of an alley between Spansky Way and Deer Meadow Drive, east of parcel 823134, west of parcel 06304, and south of parcel 943134.

The hearing will be held at the Cle Elum City Hall, 119 West First Street, Cle Elum, WA. 98922.

Interested persons may appear and be heard at said hearing, or written comments may be submitted to the City of Cle Elum, Attn: City Clerk, 119 West First Street, Cle Elum, WA. 98922, and no later than 4:30 p.m. on July 28th, 2023:

(Published in the N.K.C. TRIBUNE, July 13, 2023.)

Subscribed and sworn to before me this 14th day of

July, 2023.

Jana E. Stoner
JANA E. STONER

Notary Public in and for the State of Washington, residing at Cle Elum, County of Kittitas. Expires 07/01/2026



Propertys Within 300'

Owner	Address2	City t2_State Zip
BASTERRECHEA, JUAN J	1310 1ST ST	CLE ELUM, WA 98922-9522
WILDWOOD RANCH LLC	PO BOX 895	ROSLYN, WA 98941-0895
STOREY, SUZANNE & MARILYN	1310 EAST 1ST ST	CLE ELUM, WA 98922
BASTERRECHEA, JUAN J	1310 1ST ST	CLE ELUM, WA 98922-9522
GLONDO, CHARLES ETUX	1301 E 1ST ST	CLE ELUM, WA 98922
STOREY, SUSANNE &	1310 E 1ST	CLE ELUM, WA 98922
BASTERRECHEA, JOHN &	1310 E 1ST ST	CLE ELUM, WA 98922-9522
STOREY, SUZANNE G ETAL	1310 E 1ST	CLE ELUM, WA 98922
MCFADDEN, JOANNE	1309 E 3RD ST	CLE ELUM, WA 98922-1357
PARKER, TODD K	PO BOX 934	FALL CITY, WA 98024-0934
FUDACZ, GARY J ETUX	1309 E 1ST	CLE ELUM, WA 98922
STOREY, SUZANNE & MARILYN	1310 EAST 1ST ST	CLE ELUM, WA 98922
CHAMBERS, MATTHEW J &	9534 45TH AVE NE	SEATTLE, WA 98115-2604
RENFRO, KENNETH H	1300 E 3RD	CLE ELUM, WA 98922
E RENFRO & SONS INC	1310 E 3RD	CLE ELUM, WA 98922-1356
BRAACK, AMBER J	PO BOX 647	CLE ELUM, WA 98922-0647
E RENFRO & SONS INC	1310 E 3RD	CLE ELUM, WA 98922-1356
WILDWOOD RANCH LLC	PO BOX 895	ROSLYN, WA 98941-0895
RENFRO, DWIGHT A & SHERRIE	1310 E 3RD ST	CLE ELUM, WA 98922-1356
PARKER, TODD K	PO BOX 934	FALL CITY, WA 98024-0934
ROGALSKI, FLOYD J JR ETUX	1313 E 3RD	CLE ELUM, WA 98922

July 17, 2023

City Planner Colleda Monick
planning@cleelum.gov

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

Subject: Stubbs ROW Vacation



Greetings:

We have no objection to the vacation request. The alley has never been developed. We do ask that in the approval of the proposed land use action, multiple access/egress routes be required and dust abatement is required during development and afterwards.

The existing condition on Deer Meadow Drive is not acceptable with only Third Street as the only access/egress route for residential, commercial and industrial use. Adding more traffic to this route will only make matters worse.

If we are not mistaken, Deer Meadow Drive is half in the county jurisdiction and half within the city limits. Please consider this when approving the development plan and access/egress routes.

Thank you for your consideration.

Floyd and Rachele Rogalski
1313 East Third Street
Cle Elum, WA 98922

Ph: 509-674-2371
Email: frog2@q.com

JULY 24 2023

CITY OF CLE ELUM
119 WEST FIRST STREET
CLE ELUM, WA 98922



RE: PETITION TO VACATE A CITY RIGHT OF WAY

DEAR COLLEDA MONICK AND CITY OF CLE ELUM

WE ALSO WISH TO VACATE THE PORTION OF THE UNDEVELOPED TWENTY FOOT RIGHT OF WAY THAT IS ON THE EAST SIDE OF LOT 6 OF THE STEINER TRACT NO.3 PLAT (BOOK 3 OF PLATS, PAGE 20).

THIS LOT IS OWNED BY DWIGHT AND SHERRIE RENFRO. THE ASSESSORS PARCEL NUMBER AND MAP NUMBER IS 943134 / 20-15-25055-0006

WE HAVE ATTACHED A COPY OF THE PLAT MAP, A RECENT SURVEY AND A PROPERTY REPORT FROM THE ASSESSOR WITH THE PARCEL INFORMATION.

THE UNDEVELOPED RIGHT OF WAY IS HIGHLIGHTED IN GREEN ON ALL MAPS.

THANK YOU FOR YOUR CONSIDERATION OF THIS MATTER AND CONTACT US WITH ANY QUESTIONS OR CONCERNS. OUR PHONE NUMBER IS 509 304 6222

SINCERELY
DWIGHT AND SHERRIE RENFRO

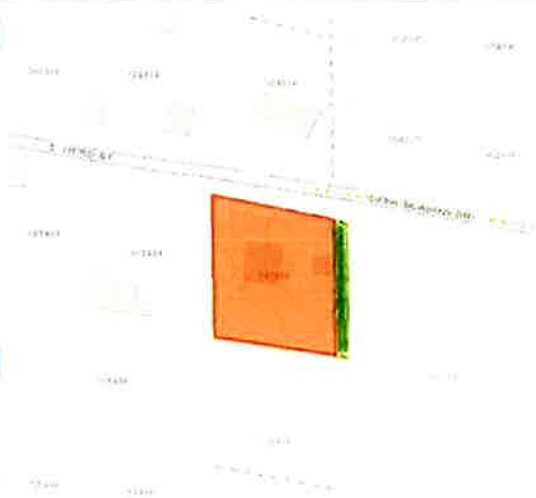


Property Report for Parcel#: 943134

Thursday, July 13, 2023

Parcel Information

Address: 1310 E THIRD ST CLE ELUM
Tax Parcel ID: 943134
Map Number: 20-15-25055-0006
Recorded Area: 0.90 a
Owner Name: RENFRO, DWIGHT A & SHERRIE
Name Cont:
Mailing Address: 1310 E 3RD ST
City/State/Zip: CLE ELUM WA 98922-1356



Critical Areas Information

Contains > 30% Slope: No
PHS Site Name: N/A
Roof Hazard: HIGH_EXTREEME HAZARD RATING
Roof Class: CLASS A
Seismic Category: D1
Shore Line: N/A
Wetland Code: N/A
DNR Water Type: N/A
FIRM Zone:
FEMA Flood Map: 53037C0683D
Coalmine Shaft: N/A
Airport Zone: N/A
BPA Right of Way: -1
Max Elevation: 1901
ISO: 0.058
PG: 110, <a href='http://www.co.kittitas.wa.us/boc/co
untycode/title14.aspx#14.04.020'
target='_blank'>Engineering is
required

Administrative Information

Zone and Allowed Uses: Single Family Residential
Land Use Category: Urban, [Allowed Use](#)
Commissioner District: 0
Voter Precinct:
Hospital District: HOSPITAL DISTRICT 2
School District: Cle Elum-Roslyn School District
Irrigation District: N/A
Weed District:
Fire District: CITY OF CLE ELUM 51-1
Cemetery District: N/A
Court District: Upper District Court
PUD Comm District: District 2
Parks and Rec District: District 1
Wildland Urban Interface: [IR 1](#)
Stock Restricted Area: Stock Restricted
COE Gas Service Area: No

Domestic Water Information

Over the Counter Water: Yes, [Suitability Map](#)
Qualifying Water Banks: Big Creek WR, Bourne, New Suncadia
(Tillman Creek), KittitasCnty(Clennon),
Reecer Creek, KittitasCnty(Roth), New
Suncadia(Big Creek), New Suncadia
(SwaukFirstCreeks), New Suncadia
(TeanawayRiver), Roan New Suncadia,
Swiftwater Ranch, Trailside, Western
Water Partners, Yakima Mitigation
Services, NGR
Sub Basin Watershed: Kachess Yakima River

1
8

2000
R. J.

STEINER'S GARDEN TRACTS NO. 3.

AT THE CITY OF CLE ELUM

MAY 1915

SCALE 1 in. = 200 ft.

DESCRIPTION

This plat of Steiner's Garden Tracts No. 3 consists of twenty one acres more or less and is situated in the Sec. 16 of Township 25 North, Range 14 East

DEDICATION

Know all men by these presents, that we, Fred M. Steiner and Nellie Steiner, the wife, owner in fee simple of the above described piece of real property do hereby declare this plat and description and dedicate to the use of the public forever as highways all streets and alleys shown thereon

DEEDS

Witness our hands and seals this 20th day of April 1915

at Dallas

Fred M. Steiner
Nellie Steiner

ACKNOWLEDGEMENT

State of Washington }
County of Kittitas }
I, the undersigned Notary Public, in and for said County and State personally appeared the within named Fred M. Steiner and Nellie Steiner whose names are subscribed to the foregoing instrument as parties thereto personally known to me to be the individuals described in and who executed the foregoing instrument and acknowledged that they executed the same freely and voluntarily and for the uses and purposes therein mentioned
I, the undersigned, have compared the foregoing instrument with the original and am satisfied that it is a true and correct copy of the same and that the same was executed by the parties thereto and that the same is a true and correct copy of the same

at Dallas

I hereby certify that all State and County taxes herebefore levied on the property described above, existing in the lands and records of my office have been fully paid and discharged

at Dallas

Approved by the Board of County Commissioners this 19th day of May 1915

at Dallas

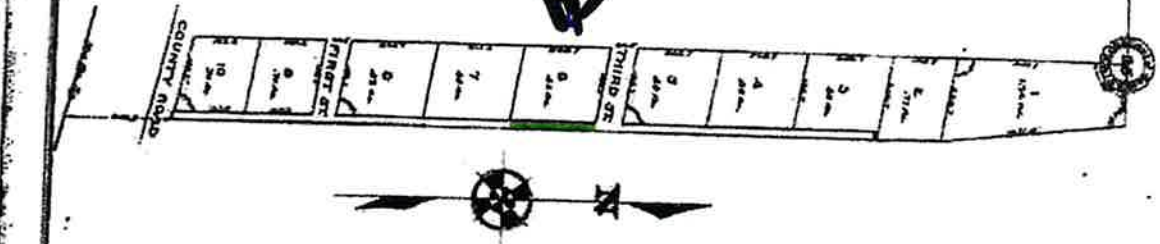
Examined and approved by me this 20th day of May 1915

at Dallas

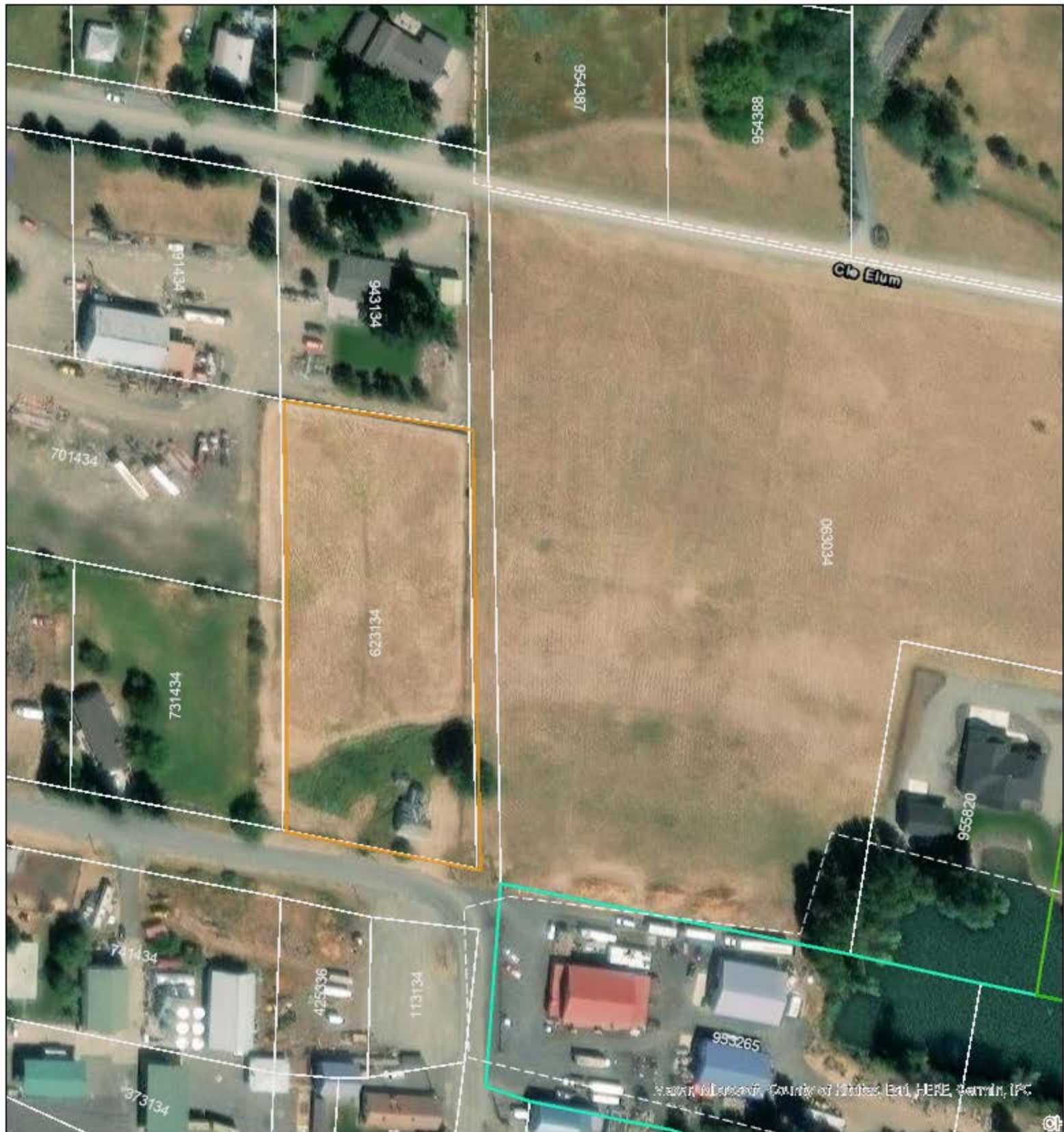
Filed for record of the record of Fred M. Steiner this day of May 1915 of _____ volume 1416 and recorded in Volume _____ of Public

at Dallas

I hereby certify that I have surveyed this tract and that this is a correct map of same.



Kittitas County COMPAS Map



Date: 8/3/2023

1 inch equals 188 feet

0 0.010.02 0.04 mi



Disclaimer:

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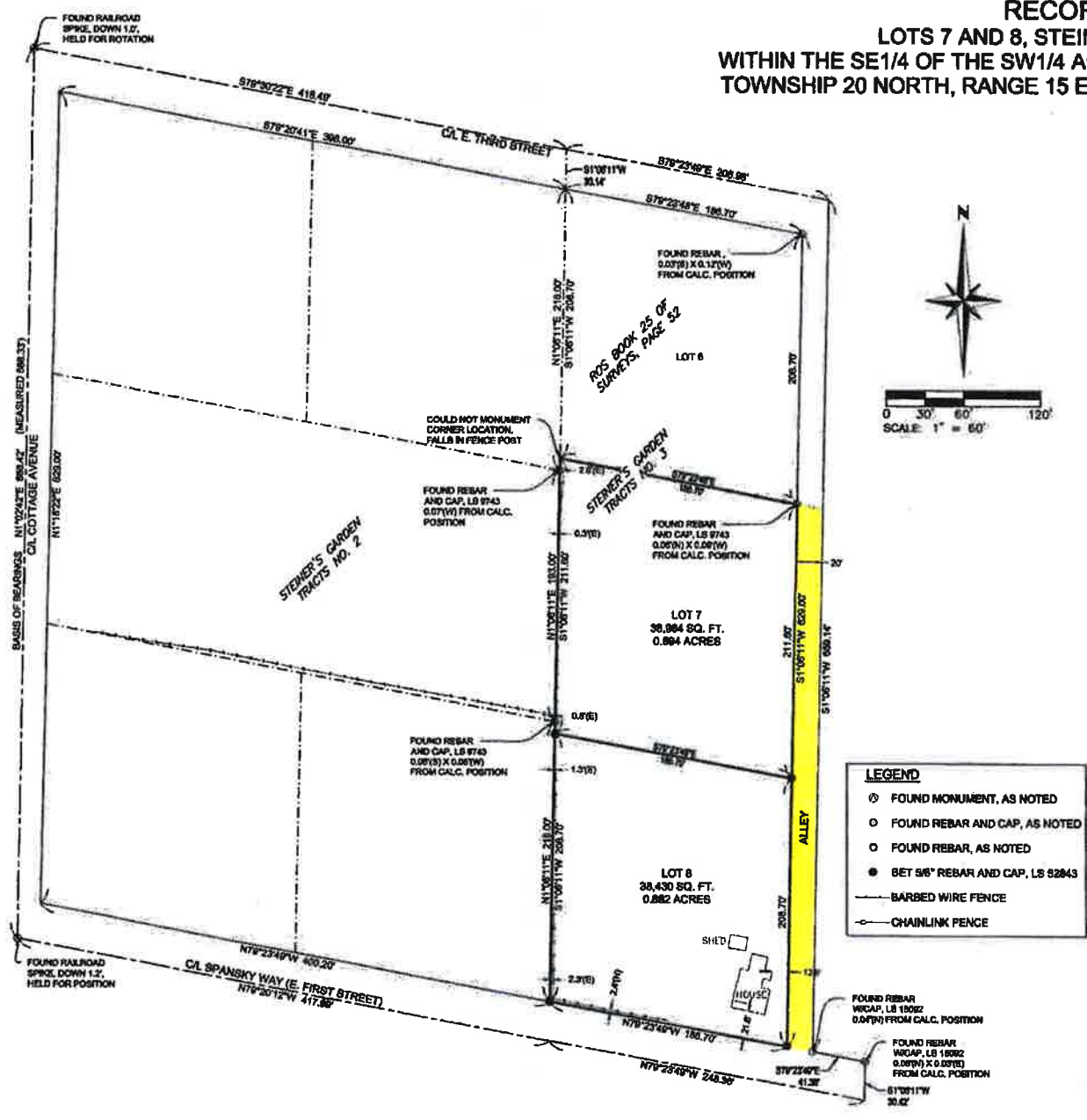
15/11/15

03/10/2023 08:28:14 PM V: 45 P: 115 202303100032
Kittitas County Auditor

RECORD OF SURVEY

LOTS 7 AND 8, STEINER'S GARDEN TRACTS NO. 3

WITHIN THE SE1/4 OF THE SW1/4 AND THE SW1/4 OF THE SE1/4 OF SECTION 25,
TOWNSHIP 20 NORTH, RANGE 15 EAST, W.M., KITTITAS COUNTY, WASHINGTON



GENERAL NOTES:

1. THE PURPOSE OF THIS SURVEY IS TO IDENTIFY AND MARK THE EXTERIOR BOUNDARY LINES FOR LOTS 7 AND 8, STEINER'S GARDEN TRACTS NO. 3.
2. THIS SURVEY WAS PERFORMED USING A TRIMBLE S121 IN CONJUNCTION WITH A TRIMBLE S SERIES, 3" TOTAL STATION WITH RESULTING ACCURACY THAT MEETS OR EXCEEDS STANDARDS PER WAC 332-150-080.
3. THE INFORMATION ON THIS MAP REPRESENTS THE RESULTS OF A SURVEY MADE IN OCTOBER OF 2021 AND CAN ONLY BE CONSIDERED AS INDICATING THE GENERAL CONDITIONS EXISTING AT THAT TIME.
4. ALL MONUMENTS SHOWN AS FOUND WERE LOCATED DURING THE COURSE OF THIS SURVEY, UNLESS OTHERWISE NOTED.
5. THIS SURVEY DOES NOT PURPORT TO SHOW BASEMENTS, ENCUMBRANCES OR RESTRICTIONS OF RECORD OR OTHERWISE.
6. FOR SECTION SUBDIVISION, CORNER DOCUMENTATION AND ADDITIONAL SURVEY INFORMATION, SEE THAT CERTAIN SURVEY AS RECORDED IN BOOK 25 OF SURVEYS, PAGE 52, AND THE SURVEYS REFERENCED THEREON, RECORDS OF KITTITAS COUNTY, STATE OF WASHINGTON.
7. THE BASIS OF BEARINGS IS PER WASHINGTON STATE PLANE COORDINATES, SOUTH ZONE, AS DETERMINED BY TIES TO WASHINGTON STATE REFERENCE NETWORK FROM THE FOUND MONUMENTS MARKING THE CENTERLINE OF COTTAGE AVENUE, AS SHOWN HEREON, WITH THE LINE BETWEEN THEM OBSERVED AS N01°02'42"E.

REFERENCES:

- R1. STEINER'S GARDEN TRACTS NO. 2 BOOK 2 OF PLATS, PAGE 48
- R2. STEINER'S GARDEN TRACTS NO. 3 BOOK 3 OF PLATS, PAGE 20
- R3. RECORD OF SURVEY BOOK 16 OF SURVEYS, PAGE 8
- R4. RECORD OF SURVEY BOOK 25 OF SURVEYS, PAGE 52

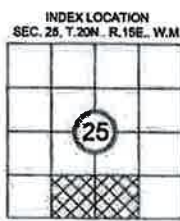
LEGEND

- FOUND MONUMENT, AS NOTED
- FOUND REBAR AND CAP, AS NOTED
- FOUND REBAR, AS NOTED
- SET 5/8" REBAR AND CAP, LS 52843
- BARBED WIRE FENCE
- CHAINLINK FENCE

EXISTING LEGAL DESCRIPTION:

STATUTORY WARRANTY DEED AFN: 202102010086

LOTS 7 AND 8, STEINER'S GARDEN TRACTS NO. 3, IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON, AS PER PLAT THEREOF RECORDED IN BOOK 3 OF PLATS, PAGE 20, RECORDS OF SAID COUNTY.

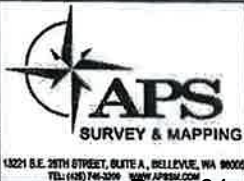


AUDITOR'S CERTIFICATE 202303100032
FILED FOR RECORD, THIS 10th DAY OF March 2023
AT 3:21 PM, IN BOOK 25 OF SURVEYS AT PAGE 115
AT THE REQUEST OF APS SURVEY & MAPPING
Ryan Elliot
COUNTY AUDITOR



SURVEYOR'S CERTIFICATE
THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF MATT CHAMBERS, IN SEPTEMBER OF 2021.
MATT CHAMBERS
DATE 09/2022
STATE OF WASHINGTON CERTIFICATE NO. 62843

RECORD OF SURVEY			
LOTS 7 AND 8, STEINER'S GARDEN TRACTS NO. 3			
KITTITAS COUNTY TAX PARCEL NO. 623134			
PREPARED FOR MATT CHAMBERS			
SURVEYED BY: BN	DRAWN BY: SW	CHECKED BY: VW	APPROVED BY: SW
DATE: JULY 2022	APSSM JOB NO.: 3198.002	ACAD NAME: 3199002R.DWG	



SHEET
1
OF
1

ITEM 11 A

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

THIS INTERLOCAL AGREEMENT is made and entered into on this 14th day of August, 2023 by and between Kittitas County, Washington, a Washington municipal corporation, hereinafter referred to as "County", and the City of Cle Elum, Washington, hereinafter referred to as "City", each party having been duly organized and now existing under the laws of the State of Washington. Both entities may be referred to in this Agreement collectively as "Parties" or individually as "Party".

WITNESSETH:

WHEREAS, the City has been awarded Surface Transportation Block Grant (STBG) funds for the City of Cle Elum's **First Street Improvements Phase 3 - Downtown Revitalization** project, (hereinafter the "Project"); and

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

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

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

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

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

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

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

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

ARTICLE I PURPOSE OF AGREEMENT

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

ARTICLE II DEFINITIONS

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

- 2.1 CA shall mean certified acceptance as set forth in the Washington State Department of Transportation's Local Agency Guidelines.
- 2.2 Project shall mean the City of Cle Elum's First Street Improvements Phase 3 - Downtown Revitalization project.
- 2.3 STBG shall mean the Surface Transportation Block Grant (STBG), a federal funding program for transportation improvement projects.
- 2.4 Local Agency Guidelines shall mean the most current version of the Washington State Department of Transportation's Local Agency Guidelines.

ARTICLE III RESPONSIBILITIES OF PARTIES

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

ARTICLE IV ADMINISTRATION AND CONTRACT INFORMATION

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

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

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

ARTICLE V COMPENSATION

The City agrees to reimburse the County for services provided by the County on a time and materials basis when billed by the County, which amount shall not exceed \$25,000 without written authorization from the City of Cle Elum.

ARTICLE VI TERM

This Agreement shall enter into full force and effect for five (5) years from August 2, 2023, and end August 3, 2028, subject to earlier termination as provided by Article VII herein.

ARTICLE VII TERMINATION

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

ARTICLE VIII DISPUTES

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

of each party, or authorized designee(s), will participate in a good faith in-person negotiation to resolve any such dispute.

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

ARTICLE IX INDEMNIFICATION

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

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

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

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

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

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

ARTICLE X PERFORMANCE OF AGREEMENT

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

ARTICLE XI GENERAL PROVISIONS

- 11.1 CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS: The Agreement may be changed, modified, amended, or waived only by written

agreement signed by the Parties and adopted by resolution of each Party's legislative authority. Any waiver of a term or condition of this Agreement shall apply only to the specific act, occurrence or omission and shall not constitute a waiver as to any other term or condition or future act, occurrence, or omission. Waiver of breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

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

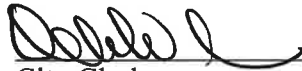
used in the singular shall include the plural; the present tense shall include the future tense; and the masculine gender shall include the feminine and neuter gender.

ADOPTED THIS 14th DAY OF August, 2023

CITY OF CLE ELUM

Mayor

ATTEST:



City Clerk

ADOPTED THIS _____ DAY OF _____, 2023

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

Attest:

☐ Clerk of the Board- Julie Kjorsvik

☐ Deputy Clerk of the Board- Mandy Buchholz

Laura Osiadacz, Commissioner

Cory Wright, Chairman

Brett Wachsmith, Vice-Chairman



2023 Lodging Tax Fund Application

Name of Applicant: Kittitas County Chamber of Commerce

Name of Event: Independence Day and Xmas in Cle Elum

Date Received: 7-24-23

Received By: Debbie J

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

Lodging Tax Funds – General Information

The City of Cle Elum imposes a lodging tax assessed on the sale or charge made for furnishings of lodging according to RCW 67.28.180 and RCW 67.28.181. The committees' purpose is to advise and recommend to the legislative authority of the city how excise taxes on lodging should be allocated to support tourism which in turn generates revenue.

Uses According to Law:

According to State Statute funds awarded under this process may be used for the following:

1. Tourism marketing;
2. The marketing and operations of special events and festivals designed to attract tourists;
3. Supporting the operations of tourism-related facilities owned or operated by nonprofit organizations described under 26 U.S.C. Sec. 501 (c) (3) and 26 U.S.C. Sec. 501 (c) (6) of the internal revenue code of 1986, as amended.

Definitions included in state law which should be considered in any application requesting funding include:

- (1) **Tourism** means economic activity resulting from tourists, which may include sales of overnight lodging, meals, tours, gifts, or souvenirs.
- (2) **Tourism promotion** means activities, operations, and expenditures designed to increase tourism, including but not limited to advertising, publicizing, or otherwise distributing information for the purpose of attracting and welcoming tourists; developing strategies to expand tourism; operating tourism promotion agencies; and funding marketing or the operation of special events and festivals designed to attract tourists.
- (3) **Tourism-related facility** means real or tangible personal property with a usable life of three or more years, or constructed with volunteer labor that is: (a) (i) Owned by a public entity; (ii) owned by a nonprofit organization described under section 501 (c) (3) of the federal internal revenue code of 1986, as amended; or (iii) owned by a nonprofit organization described under section 501 (c) (6) of the federal internal revenue code of 1986, as amended, a business organization, destination marketing organization, main street organization, lodging association, or chamber of commerce and (b) used to support tourism, performing arts, or to accommodate tourist activities.

Review Process:

The Committee will review grant applications and award lodging tax funds for special events and festivals.

The Committee will compile the score sheets, rankings, and funding recommendations for further consideration.

Scoring sheets which determine the overall ranking of applications are included in this packet for your reference and information.

Local Policy on Disallowed Uses:

The Committee has determined that certain types of activities are not eligible for funding awards even if they may be tourism related. These include anything affiliated with the following: prizes for contestants, resale items, food and drink, beautification, fundraising, and membership drives. This list should not be considered comprehensive and all funding recommendation decisions are at the discretion of the committees and subject to change by majority opinion.

Application Definitions:

Below is a list of terms and phrases which have specific meaning within this application. It may be helpful for you to review these as you prepare responses so that you have a better understanding of the reviewers' expectations.

Date-specific is an event or project which occurs over less than one month.

Matching Funds is the amount of funding your organization is contributing to the project or event. This includes both direct and indirect fund support. Direct funds can be in the form of cash funding from your organization or funding secured from elsewhere but dedicated to the project or event such as other grants, loans, donations, etc. Indirect funding support includes in-kind support like labor, volunteer support, supplies, and services which directly relate to the project or event, including those provided by your organization and others.

New Projects/Events are projects/events which are in the first four years of existence. For example, a proposal for a barbeque competition which is in its third year would be defined as a new project/event. Likewise, a project by an existing museum which expands its current offerings, or a specific new strategy for appealing to a different target market that is in its first year, would be considered a new project. Ongoing general marketing and advertising campaigns or general operational support requests for organizations/event which have existed for longer than four years are not defined as a new project/event.

Ongoing Projects/Events are defined as projects/events that have been established for more than four years. Applications that qualify under this definition may be awarded up to 10% of the project's/event's expense budget.

Partnerships are agreements between events/organizations/groups which enhance the overall project/event by providing additional value-added benefits or opportunities for attendees as well as the participating partners. For instance, as part of your event, you may have partnered with a local hotel or campground for a special group rate for overnight attendees. You may have also partnered with a local restaurant to provide a special meal discount or drink offer. You may have also agreed to refer your attendees to another event simultaneously occurring in another part of the county.

Project Budget is a written description of the complete budget for your project or event. It must include anticipated revenues, expenses, and any potential profit or loss.

Seasonal means a project or event which operates at least 1 month and up to 6 months, and during at least 2 seasons (Spring, Summer, Fall, Winter).

Self-Sustaining is being able to provide for your own needs without the assistance of grant funds.

Supports County as a Tourism Destination means including strategies within your proposal which will assist in attracting tourists to our County during times of the year other than for your project/event alone. This may include cross-promotion agreements with other projects/events, it may include active marketing of other projects/events at your project/event, it may include referring attendees directly to other tourist opportunities in Kittitas County, etc.

Year-round means a project or event is ongoing and actively working to attract tourists for at least 6 months, and at least 3 seasons (Spring, Summer, Fall, Winter).

SUBMITTAL INSTRUCTIONS

Please return **ONE COPY** of the entire original application (including the cover sheet and instructions sheets) and answers to narrative questions to:

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

Incomplete applications will not be considered. Applications may not be changed or amended by the applicant after the deadline for submission.

Project Management:

Successful applicants shall be required, as a condition of the funding award, to enter into a contract. The agreement may include, but not be limited to, the specific amount of the award and what it may be used for, all reporting requirements associated with this funding, payment terms, and any and all other appropriate terms of the funding. The City of Cle Elum will be the contracting agent for all approved projects.

All funds awarded under this program will be available in the form of reimbursable grants. The funds will be available for reimbursement beginning January 31 and ending December 31 of the calendar year immediately following award notification. Any unexpended funds will be returned to the Lodging Tax accounts from where they came and made available for re-appropriation. All requests for reimbursement shall be made to the Treasurer's office at the following address:

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

For specific information and requirements regarding the reimbursement process, please contact the Treasurer's office at 509-674-2262

Project Reporting Requirements:

State law requires that all recipients of Lodging Tax revenues must submit a report to the municipality describing the actual number of people traveling for business or pleasure on a trip:

- A. Away from their place of residence or business and staying overnight in paid accommodations;
- B. To a place fifty miles or more one way from their place of residence or business for the day or staying overnight; or
- C. From another country or state outside of their place of residence or their business.

A report form will be provided as part of the contract for receiving funds. We ask that you provide this information within 60 days after your event is complete once you have critiqued your event.

In addition, any reports which are produced as a result of a grant award must be submitted within 60 days of completion as part of your project reporting requirements. This will provide evidence that the work paid for by the grant has been completed.

Applicant Categories and Eligibility:

Grants from lodging tax funds are provided for two types of applicants, New Projects/Events and Ongoing Event Support. An organization may only apply for funding from one category per year. The categories are defined as follows:

The **New Project/Events** category is for applications from events/projects which are within the first three years of existence. Applications may be considered in this category from established events (older than four years) which are proposing a new or expanded project designed to increase tourism as part of an ongoing event.

The **Ongoing Project/Event Support** category is for applications from established events (ongoing for more than four years) which may request continuing support. Grant awards are limited in this category to no greater than 10% of the event's expense budget. This category includes project/events which may be operating under a new board or organization, moving venues, changing dates, or implementing other non-substantial changes to a project/event which is ongoing for more than four years.

Other Information:

Insurance: As part of its contract for performance, a municipality may require contractors to maintain liability insurance in the amount of \$1,000,000 or more and name the municipality as an additional insured on its liability insurance policy.

Application Form: This packet is available at:

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

Grant Preferences:

In the review of applications, the Lodging Tax Advisory Committee or designees will grant preference to those proposals which (1) increase tourism, and (2) demonstrate ability toward eventual self-sustainability. **Applications from non-for-profit organizations will be given preference over those from for-profit entities.**

Guidelines and Requirements for Advertising Expenditures of Lodging Tax:**Branding**

Contractors who have been approved to utilize grant awards for advertising expenditures must incorporate appropriate City of Cle Elum information as follows:

A. Websites and Social Media Sites must include the City's tourism website logo with an operational link to the site(s). The logo must be displayed on the contractor's home page, it must be sized no smaller than ½ inch in height, and must be surrounded by appropriate white space to allow easy recognition and legibility. Contractors shall not change the logo(s) in color or appearance.

B. Print Advertising and Online Display Advertising of all types (including but not limited to newspaper, periodicals, flyers, posters, billboards, direct mail, e-newsletters, third-party websites, streaming displays, etc.) and must include the City's tourism

website logo. The logo must be sized no smaller than ½ inch in height, and must be surrounded by appropriate white space to allow easy recognition and legibility. Contractors shall not change the logo(s) in color or appearance.

C. Video Advertising of all types (including but not limited to television, online, electronic kiosks, motion billboards, etc.) must include the City's tourism website logo. The logo must be size no smaller than ½ inch in height, and must be surrounded by appropriate white space to allow easy recognition and legibility. Contractors shall not change the logo(s) in color or appearance.

All logos and website information may be obtained by contacting the City of Cle Elum administration.

Advertising Reimbursements

Contractors seeking reimbursement from Lodging Tax Funds for advertising expenditures must adhere to the following guidelines and requirements for each type of advertising media utilized:

A. Print Advertising:

1. Print advertising placed with any media provider which operates exclusively outside of Kittitas County may be reimbursed at 100% of the cost, including any production costs. To operate exclusively outside of Kittitas County, the provider must not be physically located in the County and/or not distribute any media within the County.
2. Print advertising placed with any media provider which operates inside Kittitas County may be reimbursed as follows:
 - a. For date-specific events, advertising the day of the event and up to 7 days prior to the event may be reimbursed at 100% of the cost, including any production costs.
 - b. For seasonal or year-round events, or for date-specific events outside of the time-frame in Section 2 A, (2)(a) above, advertising reimbursement requests must include a statement from the media provider specifying the percentage distribution to areas outside of Kittitas County. Reimbursements will be allowed for the amount distributed outside of Kittitas County, including any production costs.

B. Television Advertising:

1. Television advertising placed with any media provider outside the Yakima/Kittitas DMA will be reimbursed at 100% of the cost, including any production cost.
2. Television advertising placed with any media provider inside the Yakima /Kittitas DMA will be reimbursed as follows:
 - a. For date-specific events, advertising the day of the event and up to 7 days prior to the event may be reimbursed at 100% of the cost, including any production costs.
 - b. For seasonal or year-round events, or for date-specific events outside of the time-frame in Section 2 B, 2(a) above, advertising may be reimbursed at the rate of 70% of the total cost, including any production costs.

C. Online Advertising:

1. Online advertising and promotion may be reimbursed at 100% of the cost, including any production cost.
2. Streamed media (radio, television, other) requests for reimbursement must include a statement from the media provider specifying the percentage of recipients which are outside of Kittitas County. Reimbursements will be allowed for the percentage distributed outside of Kittitas County, including any production costs.

D. Direct Mail:

1. Direct mail advertising may be reimbursed at 100% of the cost, including any production cost, for each item mailed or shipped to a destination outside of Kittitas County. In order to receive reimbursement, a list of the addresses and a signed statement from the contractor that the list is accurate, or other proof of delivery, must be provided along with other required documentation.

E. Flyers/Posters:

1. Flyers or posters which are placed outside of Kittitas County may be reimbursed at 100% of the cost, including any production cost. In order to receive reimbursement, a list of the locations where flyers or posters were posted outside of Kittitas County and a signed statement from the contractor that the list is accurate must be provided along with other required documentation.

F. Radio Advertising:

1. Radio advertising placed with any media provider located outside of Kittitas County may be reimbursed at 100% of the cost, including any production cost.
2. Radio advertising placed with any media provider located inside of Kittitas County may be reimbursed as follows:
 - a. For date-specific events, advertising the day of the event and up to 7 days prior to the event may be reimbursed at 100% of the cost, including any production cost.
 - b. For seasonal or year-round events, or for date-specific events outside of the time-frame in Section 2 F, 2(a) above, advertising may be reimbursed at the rate of 30% of the total cost, including any production costs.

APPLICATION FOR LODGING TAX GRANT FUNDING

Application Year: 2023
Name of Organization: Kittitas County Chamber
Organization mailing address: 609 N. Main
Ellensburg WA 98926
Organization contact person & title: Matt Anderson
Director of Tourism
Organization/contact phone: 509-925-2002
Email: matt@kittitascountychamber.com
Organization Website: www.kittitascountychamber.com
Federal Tax ID Number: 91-0210430 UBI Number: 601133921

Organization is a (select one):

☐
☒
☒
☐

Government Entity

501(c)3

501(c)6

Other _____

(note: you must submit 501(c)3 or 501(c)6 approval documentation – see sample document)

Project/Event Name: Fireworks Shows - 4th of July / Christmas in Cle Elum

Project/Event Date: 7/4/23 + 12/2/23

Project/Event Location: Memorial Park, Cle Elum WA

Amount of Funding Requested: \$ 17,500

For which funding category do you qualify (check one) (see instructions for definitions):

☐ New Project/Event ☒ Ongoing Project/Event Support

Estimated # of overnight stays: 50

Tourism Seasons: From the list below, what season will your project enhance tourism? Please indicate the appropriate season.

Season:	Months:
☐ Year-round	January – December
☒ Off season	November – February
☐ Shoulder season	October or March - May
☒ High season	June – September

APPLICATION QUESTIONS

Please answer each question completely, in the order listed, on a separate sheet attached to this application. Please include any supporting data within the response narrative.

1. Please provide a description of your project/event and identify the specific tourism audience/market that your organization will target with these funds. You must include an itemized list of exactly how any grant funds awarded will be utilized.
2. Please provide the following estimates of how any money received will result in increases in the number of people traveling for business or pleasure on a trip:
 - I. Away from their place of residence or business and staying overnight in paid accommodations;
 - II. To a place fifty miles or more away from their place of residence or business for the day or staying overnight; or
 - III. From another country or state outside of their place of residence or business.

You must provide the evidence utilized in determining your projections.

3. What tools will you use to measure your event's impact on tourism? Please be specific and provide examples. Include the following information:
 - I. Is your project/event year-round or is it seasonal or date-specific?
 - II. What strategies will you employ to assure you are attracting tourists from at least 50 miles away?
 - III. What strategies will you use to assist in marketing all of Kittitas County as a tourist destination with your event/project funding request?
4. Does your organization have, or have you applied for, grant funding from other sources? If not, why not? If yes, please list the available funding you have for the project, including any volunteer and in-kind sources, and/or the sources and amounts for which you have applied. Please note which funding sources are secured and in hand so a true matching fund determination may be determined. What changes would occur if the project couldn't be funded?
5. If your organization collaborates or has created partnerships with other organizations, other groups, or other events to cross-promote in an effort to encourage county-wide tourism, how is this accomplished?
6. Please explain what plans exist to allow this project to become self-sustaining. Include any plans for ticket sales, event sponsors, and other cost-recovery models.
7. **Additional information:** Provide any additional information which will assist the Committee in evaluating your project and its benefit to tourism. Please limit any additional written information to one page and any other additional attachments to 3 pages.
8. **Project Budget:** Please attach a copy of the complete budget for this project/proposal. If your agency operates independently of this project application it may not be

1) Please provide a description of your project/event and identify the specific tourism audience/market that your organization will target with these funds. You must include an itemized list of exactly how any grant funds awarded will be utilized.

The Independence Day Celebration and Christmas in Cle Elum fireworks show has become an annual tradition for the City of Ellensburg. Each show represents the finale of a week filled with activities including parades, live entertainment and a summer basketball tournament. The show is not only a city favorite, but a draw for tourism as well as fireworks shows in outside counties have been eliminated. Several of the attendees are guests at the Suncadia complex, and these shows are cap off their weekend stays.

We work closely with the City of Cle Elum, Cle Elum Fire Department, and the Cle Elum Police Department to provide safe shows. We work with a licensed pyrotechnic (Alpha Pyrotechnics) to put on a top notch show.

2) Please provide the following estimates of how any money received will result increases in the number of people traveling for business or pleasure on a trip:

I. Away from their place of residence or business and staying overnight in paid accommodations;
For both shows - 100

II. To a place fifty miles or more away from their place of residence or business for the day or staying overnight; or

While the majority of attendees are from Kittitas County past data suggest that 30% are from outside from Cle Elum, originating from the "west side"

III. From another country or state outside of their place of residence or business.

Nominal

3) What tools will you use to measure your event's impact on tourism? Please be specific and provide examples. Include the following information:

I. Is your project/event year-round or is it seasonal or date-specific?
Date Specific

II. What strategies will you employ to assure you are attracting tourists from at least 50 miles away?

Continued advertising partnerships with CEDA. Continued use of the Chamber's various marketing methods including but not limited to websites, social media, newsletters, flyers, and email campaigns.

III. What strategies will you use to assist in marketing all of Kittitas County as a tourist destination with your event/project funding request?

Continuous and intentional marketing using all of our resources at hand. Promotion of Cle Elum, Roslyn, Ellensburg and other with our various marketing methods including but not limited to websites, social media, newsletters, flyers, and email campaigns.

4) Does your organization have, or have you applied for, grant funding from other sources? If not, why not? If yes, please list the available funding you have for the project, including any volunteer and in-kind sources, and/or the sources and amounts for which you have applied. Please note which funding sources are secured and in hand so a true matching fund determination may be determined. What changes would occur if the project couldn't be funded?

For the Fireworks show, Cle Elum Lodging Tax has been the funding source. Without continued funding, we would not be able to provide these community based attractions.

5) If your organization collaborates or has created partnerships with other organizations, other groups, or other events to cross-promote in an effort to encourage county-wide tourism, how is this accomplished?

Both the Cle Elum Downtown Association and various departments within the City of Cle Elum are key partners in our events. Throughout the year we have met with various city departments as well CEDA to ensure safe and successful events.

6) Please explain what plans exist to allow this project to become self-sustaining. Include any plans for ticket sales, event sponsors, and other cost-recovery models.

At this time the intent is to keep the community based attraction a free event. For our Independence Day Celebration we do operate a small beer garden to help offset costs.

Budget

Revenues projected include our ask of City of Cle Elum Lodging Tax Award

	Cash	\$	Text	Volunteer Labor	\$
	Donations/Sponsorships	\$		Donated Services	\$
	Sales	\$		Donated Materials	\$
	Vendor Fees	\$		Other	\$
	Grants	\$17500			\$
	Other	\$			\$
	Total Revenues	\$17,500		Total In-Kind	\$
		\$		Revenues	\$ \$17,500
	Fireworks (2 shows)	\$17,500		Minus (-) Expenses	\$ \$17,500
	Total Expenses	\$17,500		= Profit/Loss	\$0

9. Has your event received Lodging Tax funds in previous years? (Total funding for two shows)
Yes – 2022 - \$15,000, 2021 - \$15,000

Regarding participants/spectators - given the scope of a fireworks show, it is impossible to know how many people visually take in the show. However, we can provide attendance of our ancillary events occurring near or at the same time. This includes both our Independence Day Celebration as well as the Christmas in Cle Elum Parade – both of which fireworks immediately after.

	Prior Year	Projected
Participants/Spectators	3000	3000
How Many Days	2	2
How Many Room Nights	45	50

Application Certification:

The applicant here certifies and affirms: 1. That it does not now, nor will it during the performance of any contract arising from this application, unlawfully discriminate against any employee, applicant for employment, client, customer, or other person who might benefit from said contract, by reason of age, race, color, ethnicity, sex, religion, military status, sexual

orientation, creed, place of birth, or disability; 2. That it will abide by all relevant local, state and federal laws and regulations and; 3. That it has read the information contained in the Instructions on pages 1 and 2 and understands and will comply with all provisions thereof.

Certified by:

Signature 

Printed Name Matthew L. Anderson

Title: Director of Tourism

Date: 07/21/23

necessary to submit the entire agency budget. You must submit a budget which specifically pertains to the project/event for which you are requesting funding and adheres to the basic budget format shown below.

The budget must include anticipated revenues, expenditures, and any potential profit or loss. For projects/events which are ongoing for more than 1 year, please also submit actuals from the previous three years of operations for the project/proposal if applicable. Also, please supply any narratives necessary to understand the budget being submitted and list separately any in-kind or volunteer contributions.

Please assure your budget, and actuals from previous years (if applicable), are in the following basic format: *Attached*

Revenues:

Cash
Donations/Sponsorships
Sales
Vendor Fees
Grants
Etc.

Total Revenues

In-Kind Contributions:

Volunteer Labor
Donated Services
Donated Materials
Etc.

Total In-kind

Expenses:

Venue
Insurance
Services
Advertising
Security
Etc.

Total Expenses

Profit/Loss (Revenue less Expenses)

9. Has ~~your~~ event received Lodging Tax funds in previous years? *Attached*
Yes ☐ No ☐

If yes, please list each year and the amount received for that year.

All applicants must also provide the following information regarding the event/project:

	Prior Year	Projected
A. How many participants and spectators attended last year's activity and/or will attend this year?	_____	_____

- B. How many days did/will your event occur? _____
- C. How many room nights were and /or will be booked as a result of your project/event? _____

(You must provide a verifiable source of information as evidence for your response to item C. Failure to do so will disqualify your application.)

10. **Application Certification:**

The applicant here certifies and affirms: 1. That it does not now, nor will it during the performance of any contract arising from this application, unlawfully discriminate against any employee, applicant for employment, client, customer, or other person who might benefit from said contract, by reason of age, race, color, ethnicity, sex, religion, military status, sexual orientation, creed, place of birth, or disability; 2. That it will abide by all relevant local, state and federal laws and regulations and; 3. That it has read the information contained in the Instructions on pages 1 and 2 and understands and will comply with all provisions thereof.

Certified by:

(signature)



Or sign here: _____

(print name)

Matthew Anderson

Title:

Director of Tourism

Date:

7/24/23



Department of the Treasury
Internal Revenue Service

P.O. Box 2508, Room 4010
Cincinnati OH 45201

In reply refer to: 4077550279
Mar. 29, 2012 LTR 4168C 0
91-0210430 000000 00

00039116
BODC: TE

KITTITAS COUNTY CHAMBER OF COMMERCE
609 N MAIN ST
ELLENSBURG WA 98926-3109



021928

Employer Identification Number: 91-0210430
Person to Contact: Sophia Brown
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Feb. 20, 2012, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(6) of the Internal Revenue Code in a determination letter issued in July 1942.

Because you are not an organization described in section 170(c) of the Code, donors may not deduct contributions made to you. You should advise your contributors to that effect.

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

Cindy Thomas

Cindy Thomas
Manager, EO Determinations

Lodging Tax Grant Application Rating Form

Criteria	Points Possible	Application Questions	Points Awarded
Partnerships	5 Yes = 5 No = 0	Question 5	
Length of Impact	15 Date specific = 5 Seasonal = 10 Year Round = 15	Question 3	
Attracts Tourists from at least 50 miles away	15 yes = up to 15 No = 0	Question 3	
Supports County as Tourism Destination	15 yes = up to 15 No = 0	Question 2, 3, 5, 7	
Attributable Lodging Stays	20 0 = 0 1-30 = 5 31-100 = 10 101-250 = 15 More than 250 = 20	Question 9	
Applicant's Matching Funds	20 Less than 5% = 0 5% - 25% = 5 25% - 49% = 10 50% - 99% = 15 100% or more = 20	Question 4, 8	
Sustainable Future Funding Identified	10 yes = 10 No = 0	Question 6	

Total Points: _____ / 100

Applicant Checklist

For applicant use prior to submission

- ☐ My application title page states: Request for Proposals, Lodging Tax Fund (YEAR).
- ☐ My application is for a new project/event and/or for an ongoing project/event as defined on page 2 of the application packet.
- ☐ I have attached proof of non-profit status if applicable which matches the sample document provided.
- ☐ I have included an itemized list in response to item 1 in the application of how any grant funds awarded will be utilized.
- ☐ I have attached additional information in response to item 7 in the application, if needed, which includes written information limited to one page and other attachments limited to three pages.
- ☐ I have attached a project budget, properly formatted according to item 8 in the application.
- ☐ If this event is ongoing for more than one year, I have also submitted actual financial data from the previous three years if applicable, formatted properly according to item 8 in the application.
- ☐ The application certification in item 10 is signed and dated by the proper authority.
- ☐ I have included one copy of the entire original application according the submittal instructions on page 4.
- ☐ My application is being delivered to:

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

Submission Checklist

For office use only

Please mark “yes” or “no” to each criteria below:

☐

Applicant filled out the proper application version for this grant cycle.

☐

Applicant answered each question.

☐

A budget is attached which includes revenues, expenses and anticipated profit or loss (plus previous 3 years actuals for ongoing projects/events).

☐

The applicant has signed and dated the certification statement required in item 10 of the application.

☐

The application was submitted on time.

☐

Proof of non-profit status is included (if applicable).

Please date stamp the application and initial.

LODGING TAX EXPENDITURE REPORT CITY OF CLE ELUM (JLARC)

ACTIVITY INFORMATION:

Year: _____

Organization: _____

Activity Name: _____

Activity Type: Event/Festival ☐ Marketing ☐ Facility ☐

Event/Festival- encompasses specific activities such as fairs, festivals, celebrations, etc.

Marketing- encompasses activities which advertise the municipality or town (if lodging tax funds were used to advertise for a specific event/festival, this expenditure falls under the "Event/Festival" category).

Facility- encompasses activities related to facility acquisition, upkeep, renovation, etc.

Start Date: _____

End Date: _____

Funds Requested: _____

Funds Awarded: _____

Total Activity Cost: _____

Notes:

OVERALL ATTENDANCE:

*Organizations should provide an estimate of the predicted attendance and a *method for determining the actual attendance. If lodging tax funds were used for an activity not expected to generate measurable attendance (such as a general marketing campaign or an expenditure related to facility upkeep), leave the field blank and use the Notes section to explain.*

Predicted: _____

Actual: _____

*Method: _____

(See explanation of Method on last page)

Please Explain: *Enter notes about the specific type of method used to determine the attendance count (such as vehicle counts, etc.).*

ATTENDANCE 50+ MILES:

Determine the number of people who traveled more than 50 miles to attend the activity and select the method to tell us how the attendance was quantified.

Predicted: _____

Actual: _____

*Method: _____