

CITY ADMINISTRATOR
ROBERT OMANS

CITY CLERK
DEBBIE LEE

FINANCE DIRECTOR
ROBIN NEWCOMB

PUBLIC WORKS DIRECTOR
MATHEW BAILEY

POLICE CHIEF
RICH ALBO

FIRE CHIEF
ED MILLS

PLANNER
COLLEDA MONICK

Public Works & Community Development Committee

Agenda
August 6, 2025
8:30 AM



119 W FIRST STREET
CLE ELUM, WA 98922

MAYOR
MATTHEW LUNDH

MAYOR PRO TEM
STEVEN HARPER

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

CITY ATTORNEY
CURTIS CHAMBERS

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

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

TextMyGov

Receive city text alert notifications: text CLEELUM to 91896

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

1. **Call to Order/Pledge of Allegiance**
2. **Unfinished Business**
 - a. UKC Baseball & Softball Association Further Discussion - UPDATE
 - b. Flag Pole Park Proposal - Gary Berndt, Rotary
3. **New Business**
 - a. July 2, 2025, Meeting Minutes
 - b. Garbage Service - Street Side Discussion/City Heights - Seth Pettigrew Waste Management
4. **Other Committee Comments**
5. **Adjourn**

Upcoming Meetings:

Regular Council Meeting: August 12, 2025 @ 6:00 p.m.

Lodging Tax & Events Committee Meeting: August 13, 2025 @ 8:30 a.m.

Historic Preservation Commission Meeting: August 19, 2025 @ 3:00 p.m.

Planning Commission Meeting: August 19, 2025 @ 6:00 p.m.

Public Safety & Health Committee Meeting: August 20, 2025 @ 2:00 p.m.

General Government Committee Meeting: August 27, 2025 @ 8:30 a.m.

Coal Mines Trail Commission Meeting: September 1, 2025 @ 6:00 p.m.

Public Works & Community Development Committee Meeting: September 3, 2025, @ 8:30 a.m.

Public Works & Community Development Committee Agenda August 6, 2025

119 W FIRST STREET
CLE ELUM, WA 98922

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**PARK USE AGREEMENT BETWEEN
CLE ELUM and UPPER KITTITAS COUNTY YOUTH BASEBALL AND SOFTBALL
ASSOCIATION**

for

MEMORIAL PARK

This Park Use Agreement ("Agreement") is made and entered into by and between the City of Cle Elum (hereinafter "the City") and the Upper Kittitas County Youth Baseball and Softball Association (hereinafter "UKCYBSA") (hereinafter referred to individually as a "Party" and collectively, as the "Parties"), for the operation, maintenance, and use of baseball and softball fields (hereinafter "Baseball Facility") located at Memorial Park in Cle Elum, Washington (hereinafter "Park").

RECITALS

- A. ~~Cle Elum, The City~~, a municipal corporation organized under the laws of the State of Washington, is the owner of the Park, located ~~between Grant Street and the Yakima River, and east of South Cle Elum Way~~ at 310 Grant Street, ~~and~~ as described and depicted with greater particularity in Exhibits ~~X~~ and ~~X~~ to this Agreement. The Park consists of approximately 25 acres, which includes the Baseball Facility.
- B. UKCYBSA is a not-for-profit Washington corporation that is tax-exempt under ~~section~~ Section 501(c)(3) of the U.S. Internal Revenue Code ("the Code"). UKCYBSA is dedicated to fostering a love for baseball and softball within its community while instilling values of sportsmanship, teamwork, and ~~personal~~ growth for its players. UKCYBSA envisions an Upper Kittitas County where baseball and softball serve as unifying forces, to strengthen the community, enrich lives, and contribute to the well-being of all who participate.
- C. The Parties previously entered into The City has had a long-standing informal agreement with UKYBSA to provide Baseball Facilities at Memorial Park for the youth baseball/softball program. Since 2003, Cle Elum and UKCYBSA were engaged in a Park Use Agreement (the "Original Agreement") pursuant to which whereby Cle Elum granted UKCYBSA an exclusive twenty (20) year use of Memorial Park for its operation, maintenance, and use as a Baseball Facility. The Original Agreement term of twenty (20) years has since expired and Parties have continued to cooperate in the same manner as outlined in the Original Agreement.
- C.D. Allowing UKCYBSA to operate and maintain the Baseball Facility serves to provide a regional recreational need in the City and surrounding areas and provides a significant and unique public recreation value to the community.
- D.E. Cle Elum and UKCYBSA ~~The Parties~~ now desire to enter into ~~this a~~ new Agreement according to the terms below.

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AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises described below, the Parties agree as follows:

1. USE AGREEMENT

1.1. **Grant.** Pursuant to RCW 35.21.278, ~~Cle Elum~~the City hereby authorizes UKCYBSA to operate and maintain ~~Memorial-the~~ Park as a Baseball Facility for the benefit ~~of~~ and use ~~of by~~ the public, subject to the terms and conditions set forth in this Agreement.

1.2. **Effective Date and Duration.** ~~The effective date of this Agreement shall be effective is~~ upon the signing of both parties. The term of this Agreement is twenty (20) years from the Effective Date, ~~unless terminated at an earlier date in accordance with Section 6 of this Agreement.~~

1.3. **User Fees.** UKCYBSA may charge fees to other organizations or individuals for the scheduled use of the Baseball Facility. However, UKCYBSA shall not charge fees to other organizations or individuals for the use of the Baseball Facility that exceed the amount charged for the use of comparable publicly accessible facilities of like kind and quality. UKCYBSA shall provide a fee schedule to the City for approval prior to implementing or charging any fees. UKCYBSA shall not charge fees for any allowed, unscheduled use of the Baseball Facility regardless of whether such use is passive recreation or active recreation. UKCYBSA may charge a reasonable fee for parking at the Baseball Facility for special events such as tournaments, but shall not charge a fee for incidental use of parking facilities on a day-to-day basis.

Commented [RS1]: Fees for use in excess of may implicate public funds - consider striking to only allow collection of comparable fees. As written, this suggests fees are discretionary and could lead to exclusion of certain groups if charged higher fees.

1.4. **Operating Rules.** Operations rules for the Baseball Facility shall be consistent with City ordinances and published policies relating to health and safety. Nothing contained in this Agreement shall be considered to diminish the governmental or police powers of the City.

1.4.1. **Operating Hours.** The operating hours for the Baseball Facility shall be from ~~dawn to dusk.~~

Commented [RS2]: Specify City park hours, if available. "Dusk" could also lead to later use in the summer which may disturb residences across the street.
Example language: "The operating hours for the Baseball Facility shall be from 7 AM to 9 PM. No formal games or competitions shall begin before 8 AM."

1.5. **Open Membership.** UKCYBSA's youth baseball and softball programs shall be open to all persons within its service area on a nondiscriminatory basis consistent with Federal and State law. UKCYBSA's service area is Upper Kittitas County, generally defined as Easton, Roslyn, Cle Elum, Teanaway, and west of Thorp Mountain Highway.

1.6. **Public Access.** UKCYBSA understands, acknowledges, and agrees that substantial public use and access to the Park and Baseball Facility are required and therefore is a material consideration for the City's execution of this Agreement. UKCYBSA agrees it shall make the Baseball Facility available to the general public for use by any organization or individual for reserved use or scheduled activities, consistent with Section 2 of this Agreement. UKCYBSA shall further make the Baseball Facility available to the general public without charge for use by individuals for informal,

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unscheduled use, consistent with and pursuant to **Section 2** of this Agreement; provided that such use by the public shall not include any use that is inconsistent with the use of the Baseball Facility or could result in damage to the Baseball Facility other than ordinary wear and tear; and provided further that any such use complies with all applicable laws, ordinances, and regulations.

~~1.6.~~**1.7. Tax Covenants.** At all times from and after the effective date of this Agreement, UKCYBSA will:

- (a) Maintain its purposes and engage only in activities which are in furtherance of its purposes and which are permitted by the Washington State Nonprofit Act, RCW 24.03, or as hereafter amended (“the Act”);
- (b) Maintain its status as a nonprofit corporation under the Act and as an organization described in Section 501(c)(3) of the Code whose income does not inure to the benefit of any private person;
- (c) Not encumber, pledge, hypothecate or grant a security interest in all or any part of Park;
- (d) Not engage in any activities related to Park which would cause the transaction contemplated under this Agreement to constitute an unrelated trade or business under ~~section~~**Section** 513(a) of the Code; and
- (e) Not take any action or omit to take any action which, if taken or omitted, would adversely affect UKCYBSA’s nonprofit status or otherwise cause a tax lien to attach to the Park.

2. OPERATIONS

2.1. **Authorized Uses and Priorities.** The Baseball Facility shall be open for the following uses and in the indicated order of priority:

- 2.1.1. First, youth baseball and softball programs, giving preference to the members and players of UKCYBSA;
- 2.1.2. Second, any other scheduled athletic activity (subject to the requirements in **Section 2.3**) not constituting a “*prohibited use*”;
- 2.1.3. Third, any other scheduled non-athletic activity (subject to the requirements in **Section 2.3**) not constituting a “*prohibited use*”;
- 2.1.4. Fourth, any unscheduled use (unless constituting a “*prohibited use*”) that is not organized or coordinated by any recognized group.

“*Prohibited use*” means any use of the Park that (i) violates the City’s ordinances or regulations; or (ii) is inherently incompatible with the maintenance and care of the

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grass, irrigation, fencing, bleachers, and structures at the Baseball Facility, such uses to be identified in the Maintenance Plan contemplated in **Section 3.3**, as may be revised from time to time.

2.2. Scheduling Considerations. ~~UKCYBSA shall have the sole authority to schedule use of the Park.~~ In scheduling the use of the ~~Park~~Baseball Facility, UKCYBSA shall:

- 2.2.1. Allow year-round, unscheduled access to the Baseball Facility by the general public engaged in “passive recreation” during Operating Hours if such use (i) does not otherwise interfere with any scheduled use and (ii) does not impact any area “closed” to all use for maintenance, safety, or other valid reasons.

“Passive recreation” means any activity not expected to appreciably impact grass, irrigation, fencing, bleachers, and structures at the Baseball Facility. Walking, lightly jogging, informally throwing a Frisbee, informally playing catch, informally playing with a soccer ball, flying small kites, or flying model aircraft are examples of “passive recreation.”

- 2.2.2. Seek to open the Baseball Facility for “active recreation” (whether scheduled or unscheduled) during Operating Hours by all users at the earliest possible calendar date, subject to and consistent with the specific criteria set forth in the Maintenance Plan, which criteria are intended to preserve the Baseball Facility and its grass, irrigation, fencing, bleachers, and structures.

“Active recreation” means any recreational activity that is neither a “prohibited use” or otherwise considered passive recreation. Playing soccer, playing ultimate Frisbee, and playing similar team sports are examples of “active recreation.”

- 2.2.3. Allow “in season,” unscheduled access to the Baseball Facility by users engaged in active recreation during Operating Hours if such use (i) is not affiliated with any organized sports organization (for which scheduled use and payment of the requisite fee shall always be mandatory); (ii) does not otherwise interfere with any scheduled use; (iii) does not impact any area “closed” to active recreation for rehabilitation; and (iv) does not impact any area “closed” to all use for maintenance, safety, or other valid reasons.

“In season” means the period of time between the date UKCYBSA “opens” the Baseball Facility to active recreation (generally early April) and the date UKCYBSA “closes” the Baseball Facility to active recreation (generally October) pursuant to the “Maintenance Plan” contemplated in **Section 3.3**.

- 2.2.4. To the maximum extent feasible, accommodate all users who desire to schedule any permitted use of the Baseball Facility during the season for active recreation during Operating Hours, resolving all scheduling conflicts between users in the order of priority set forth in **Section 2.1** above for scheduling requests made 30 days or more in advance and on a first-come, first-served basis for scheduling requests

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made less than 30 days in advance. Any ~~field~~ Baseball Facility hours not scheduled shall be available for unscheduled use as provided in **Section 2.2.1**.

2.2.5. Not charge any fee for any allowed, unscheduled use of the Baseball Facility during Operating Hours (regardless whether such use is passive recreation or active recreation).

2.2.6. Charge fees for scheduled use of the Baseball Facility consistent with and subject to **Section 1.3** of this Agreement.

2.2.7. Seek to close the Baseball Facility to “active recreation” (whether scheduled or unscheduled) for all users at the latest possible calendar date, subject to and consistent with the specific criteria set forth in the Maintenance Plan, which criteria are intended to preserve the Baseball Facility and its grass, irrigation, fencing, bleachers, and structures.

2.2.8. Publicize the Baseball Facility scheduling process by posting information about that process in plain view at the ~~Site~~ Baseball Facility, posting on the City’s website, and by enabling scheduling requests to be made via email to the UKCYBSA President (located on the UKCYBSA and City websites).

2.2.9. At such intervals as the Parties may agree upon, give the City an updated Baseball Facility use schedule.

2.3. **Third-Party Use Form**. Any scheduled athletic activity or scheduled non-athletic activity, as described in **Sections 2.1.2 and 2.1.3**, are required to fill out a Third-Party Use Form at the time of submitting its scheduling ~~request~~.

2.4. **Amplification**. UKCYBSA shall ensure any amplification is employed in accordance with rules set forth for amplification in City parks.

2.5. **Concessions**. Food, souvenir, and product concessions will be contracted for by UKCYBSA; and concession rights and revenue from concessions shall belong to UKCYBSA, all subject to and consistent with **Section 1.6-7** of this Agreement.

2.6. **Security and Nuisance during Use**. UKCYBSA shall secure the Baseball Facility by locking the gates to the Baseball Facility during non-Operating Hours. UKCYBSA shall not use the Baseball Facility for any unlawful purpose or use or occupy the Baseball Facility in any manner that would constitute a public nuisance or otherwise violate federal, state or local laws.

2.7. **Advertising**. The grant of the use of the Baseball Facility to UKCYBSA in **Section 1** of this Agreement includes the right of UKCYBSA to advertise, ~~and~~ secure sponsorships, and grant naming rights, provided the revenue generated from such is applied to the cost of improving and maintaining the Baseball Facility.

Commented [RS3]: Confirm whether the City wants to give scheduling control to the club. If not, change this to City contact. (Currently, the City website instructs people to contact Kevin Larimer (w/club) and provides a phone number.) This contact information should be posted on the City website regardless of who is selected to maintain the schedule.

Same comment for Section 2.2.9. The City should also post the schedule on the City website, if feasible.

Commented [RS4]: Please confirm whether this form is kept by the Club or City; consider posting on City website for use by public.

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2.8. Incidental Uses. Subject to and consistent with **Section 1.6-7** of this Agreement, UKCYBSA may use the Baseball Facility to conduct tax-exempt fundraising activities to support the Baseball Facility or UKCYBSA's own beneficial or charitable mission as a not-for-profit Washington corporation; provided, that fundraising activities to support UKCYBSA will occur during times actually reserved or scheduled by UKCYBSA within the blocks of time allocated to UKCYBSA or allocable to UKCYBSA under **Section 2.2** above, and not during times that are reserved or scheduled by others.

2.8.2.9. City Authority to Resolve Issues. As the owner of Memorial Park, the City is accountable to its citizens regarding the use and operation of the Park, including those uses contemplated under this Agreement. To that end, UKCYBSA agrees that it will make a good faith effort to resolve potential issues that arise between it and any third-party organizations or individuals as quickly as possible. UKCYBSA further agrees that the City, as property owner, maintains the right to resolve such disputes as it deems necessary, using dispute resolution methods of the City's choosing. Nothing in this **Section 2.9** shall operate to limit the methods or options available to the City.

Commented [CC5]: Does Cle Elum refer to people that live in it as citizens or residents?

3. MAINTENANCE

3.1. Scope of Responsibility. Maintenance for which UKCYBSA shall have primary responsibility and over which it shall have control include, but are not limited to, aerification, thatching, fertilizing, liming, overseeding, topdressing, herbiciding, insecticiding, mowing, and irrigation of the grass; upkeep of fencing and gates; upkeep of restroom facilities; and policing of litter on the Baseball Facility. The cost of maintenance and the utilities serving the Baseball Facility shall be borne solely by UKCYBSA. The City shall have primary responsibility for parking area upkeep and organization; emptying of garbage and recycling containers at the Baseball Facility; and restroom maintenance and facility repairs.

3.2. Maintenance Guidelines. In maintaining the Baseball Facility, UKCYBSA shall:

- Schedule maintenance in a manner that maximizes both scheduled and unscheduled use of the Baseball Facility to the greatest extent practicable;
- Maintain the Baseball Facility in ~~as-the~~ highest quality manner as is feasible, given the effects of normal use and weather;
- Keep the Baseball Facility attractive and inviting to the public;
- Maintain sanitation and sanitary facilities in accordance with applicable State and local public health standards;
- Keep the Baseball Facility reasonably safe for public use; ~~and~~
- Keep buildings and other structures and improvements in reasonable repair throughout their estimated lifetime, so as to prevent ~~injury to individuals~~, undue deterioration, and not to discourage public use.

Commented [RS6]: Will there be any issue with water usage for irrigation of the fields? If so, we can add a clause outlining that process at the end of this list.

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3.3. **Maintenance Plan.** UKCYBSA shall prepare a Maintenance Plan (the “Plan”) for the City’s approval, which approval shall not be unreasonably withheld. The Plan shall:

- Identify target dates for “opening” and “closing” the Baseball Facility to “active recreation,” consistent with the goal of opening at the earliest possible calendar date and closing at the latest possible calendar date, recognizing that the Baseball Facility is to be at all times maintained as a natural grass baseball and softball field facility;
- Describe UKCYBSA’s maintenance standards for the Baseball Facility, any planned field closures, and any field rotation schedule;
- Specify the criteria that UKCYBSA will use to determine whether, on a day-to-day basis, it is necessary to close all or part of the Baseball Facility to any type of use;
- Outline the process that UKCYBSA will use to notify the City if and when UKCYBSA decides it is necessary to close all or part of the Baseball Facility to any type of use, other than previously planned closures;
- Enumerate higher impact “uses” of the Baseball Facility that could potentially result in unacceptably severe wear and tear on the natural grass at the Park, and set forth the criteria upon which such higher impact uses will be allowed and for which higher fees will be charged;
- Enumerate any prohibited “uses” of the Baseball Facility, other than those uses prohibited under any City ordinance or regulation;
- Ensure that the City will not incur any new aggregate operations or maintenance costs requiring additional public funds, except as otherwise provided in this Agreement.
- Establish an irrigation plan, process, or schedule to maximize water use efficiency.

UKCYBSA may amend the Plan from time to time and will submit the change in writing to the City, for the City’s written approval, which shall not be unreasonably withheld.

3.4. **Site Inspection.** The City may inspect the Baseball Facility at any time, with or without notice. UKCYBSA staff are entitled to be present at that time and the City will take reasonable steps to exercise its right of inspection so as to avoid or minimize disturbance of any activities taking place at the Baseball Facility. UKCYBSA shall provide the City with a key to any locked structures, gates, or storage containers. The City will take reasonable steps to provide notice of any use of such keys to UKCYBSA, provided that no notice shall be required for inspections or for emergency access purposes. The Parties agree for reasons of protection and safety to promptly secure and lock any doors or gates unlocked for activities, use, or access. The City has the right to use any and all

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means that the City deems proper to open doors and gates in an emergency, in order to obtain entry to the Baseball Facility. The Parties agree that nothing in this **Section 3.4** shall limit the governmental or police powers of the City. The Parties further agree that the Washington State Recreation and Conservation Office may inspect the Park at any time, with or without notice.

4. IMPROVEMENTS

4.1. Scope of Responsibility. UKCYBSA shall have primary responsibility and control over making any and all improvements to the Baseball Facility, including, but not limited to, securing requisite funding, hiring professional consultants, completing designs, obtaining requisite permits and approvals, contracting and overseeing the work, and complying with environmental and other development restrictions. Any and all improvements made to the Park, including the Baseball Facility, shall become the property of the City upon installation or construction. Title to such improvements shall vest in the City at no cost to the City.

4.1.4.2. Project Plans. UKCYBSA agrees to present a “Project Plan” to the City before making any material alterations to the Park or Baseball Facility, including any substantial changes to the landscaping. The Project Plan shall describe the planning process with a timeline and milestones; describe the principal features of the proposed improvement; provide conceptual design drawings, if applicable; describe in reasonable detail and rationale the goals and objectives of the proposed improvement; identify the party primarily responsible for supervising the project; and provide a schedule showing the sources and timing of the funding for the project. UKCYBSA agrees that no work shall be performed without the prior written approval of the Project Plan by the City, which approval shall not be unreasonably withheld. The City’s right of review and approval is in addition to and separate from any permits or other process that may be required by law, ordinance, or regulation.

4.2.4.3. No Financial Responsibility. UKCYBSA understands, acknowledges, and agrees that the City will be under no obligation directly or indirectly to pay for any labor, material, or improvement associated with the Baseball Facility. UKCYBSA agrees to notify, upon request, any inquiring person or entity that the City has no further financial obligations associated with labor, material, or improvements of the Baseball Facility.

4.3.4.4. No Liens. UKCYBSA acknowledges and agrees that it has no authority, express or implied, to create or place any lien or encumbrance of any kind or nature whatsoever upon, or in any manner to bind, the interest of the City in the fee interest in the Baseball Facility, or to charge fees for any claim in favor of any person or entity dealing with UKCYBSA, including those who may furnish materials or perform labor for any construction, operation, repairs, or maintenance. If any such liens are filed, the City may, without waiving its rights and remedies for breach, and without releasing UKCYBSA from its obligations under this Agreement, require UKCYBSA to post security in the form and amount reasonably satisfactory to the City or to cause such liens to be released by any means the City deems proper, including payment upon satisfaction

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of the claim giving rise to the lien. UKCYBSA agrees to pay the City upon demand any sum paid by the City to remove said liens, which sum shall include all costs and attorneys' fees.

4.5. Licensed Contractors and Professional Service Providers. UKCYBSA will use only contractors and professional service providers that are licensed and authorized to do business in Washington State, consistent with RCW Chapter 39.06 RCW.

4.6. Contractor Indemnification and Hold Harmless. UKCYBSA will require its construction contractors and subcontractors to defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorneys' fees and costs, arising out of or in connection with the design, development, and construction of the Baseball Facility, except for injuries and damages caused by the negligence of the City. The indemnification and hold harmless language will be at least as broad as that set forth in Section 5.3 of this Agreement.

4.7. Contractor Insurance. UKCYBSA will require any construction contractors and subcontractors hired in connection with the design, construction, or improvement of the Baseball Facility to carry insurance meeting the requirements set forth in **Section 5 of this Agreement**. In addition, UKCYBSA will require its construction contractors and subcontractors to provide proof of Builders Risk insurance, valid through the periods of construction or improvement to the Baseball Facility, covering the interest of the City, UKCYBSA, and the construction contractor in the work, in the amount of the completed value of the Baseball Facility with no coinsurance provisions. The policy will be on an all-risk policy form and will insure against fire and physical loss or damage including flood and earthquake, theft, vandalism, malicious mischief, collapse, temporary buildings and debris removal. The insurance covering the work will have a deductible no larger than \$5,000 for each occurrence, which will be the responsibility of the construction contractor. Higher deductibles may be accepted by the City upon written request by UKCYBSA and written approval by the City; any increased deductibles accepted by the City will be the responsibility of the construction contractor. UKCYBSA shall provide copies of all insurance certificates of any construction contractors or subcontractors to be provide to the City upon request.

4.8. Professional Liability Errors and Omissions. If UKCYBSA directly or indirectly requires professional services in connection with the design, construction, or improvement of the Baseball Facility, then UKCYBSA shall require its professional service providers to carry insurance meeting all requirements set forth in **Section 5 of this Agreement**. In addition, UKCYBSA shall require its professional service providers to carry Professional Liability Errors and Omissions insurance in an amount not less than \$1,000,000 per claim/aggregate. UKCYBSA shall require its professional service providers to provide the City with copies of all insurance certificates or policies upon request.

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4.9. Payment and Performance Bonds. UKCYBSA shall require its construction contractor(s) to provide payment and performance bonds each for one hundred percent of the contract price, consistent with Chapter 39.08 RCW.

4.4.4.10. Prevailing Wage. UKCYBSA understands, acknowledges, and agrees that construction on the Baseball Facility in the Park constitutes a “public work” for purposes of the prevailing wage statute, Chapter 39.12 RCW, such that prevailing wages shall be paid as required under that statute.

5. INSURANCE

5.1. Minimum Scope of Insurance. At a minimum, UKCYBSA shall maintain insurance, in full force and effect for the duration of the term of this Agreement, that covers UKCYBSA’s activities and its usage of the Baseball Facility, including Commercial General Liability insurance with a limit of not less than \$1,000,000 combined single limit per occurrence, \$2,000,000 aggregate.

Commented [RS7]: Please confirm that these amounts are sufficient for WCIA

5.1.1. ~~The City may request that UKCYBSA use its best efforts to add the City and/or its officers as additional insureds on any such insurance policy, its officers, officials, employees, and agents shall be covered as additional insureds with respect to liability arising out of activities and usage by UKCYBSA of the Baseball Facility and the Park.~~

5.1.2. UKCYBSA’s comprehensive general liability insurance coverage shall be primary insurance with respect to the City, its officers, officials, employees, and agents. Any insurance maintained by the City, its officers, officials, employees, and agents will not contribute with UKCYBSA’s insurance or benefit UKCYBSA in any way.

5.1.3. UKCYBSA’s insurance will apply separately to each insured against whom a claim is made and/or a lawsuit is brought, except with respect to the limits of the insurer’s policy.

5.1.4. Coverage will not be suspended, voided, canceled, reduced in coverage or in limits except by reduction of the applicable aggregate limits by claims paid, until after thirty (30) days’ prior written notice has been provided to UKCYBSA and the City.

~~5.1.1.~~**5.1.5.** If at any time the foregoing policies fail to meet the above minimum standards, then UKCYBSA will, upon notice to that effect to the City, promptly obtain a new policy, and submit the same to the City with certificates and endorsements for approval.

5.2. The City’s Insurance. The City shall maintain land and liability insurance coverage for the Park.

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~~5.2.5.3.~~ **Waiver of Subrogation.** UKCYBSA and its insurance carriers will release and waive all rights of subrogation against the City to the extent a loss is covered by property insurance in force. UKCYBSA hereby releases from liability and waives all rights of recovery against the City for any loss from perils insured against or under their respective fire insurance policies, including any extended coverage endorsements thereto; provided that this provision shall be inapplicable if it would have the effect of invalidating any insurance coverage of UKCYBSA or the City.

~~5.3.5.4.~~ **Indemnification and Hold Harmless.**

~~5.4.1.~~ ~~The City~~UKCYBSA expressly agrees to protect, defend, indemnify and hold harmless ~~UKCYBSA~~~~the City~~, its officers, board members, employees, and agents from and against liability for any claims (including all demands, suits, and judgments) for damages arising out of injury to persons or damage to property where such injury or damage is caused by, arises out of, or is incidental to ~~use by UKCYBSA or a third party's use~~ (whether authorized or unauthorized, and/or during non-Operating Hours) of the ~~Park or the~~ Baseball Facility under this Agreement.

~~5.3.1.5.4.2.~~ UKCYBSA expressly and specifically agrees that its obligations under ~~this Agreement extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, or agents. For this purpose, UKCYBSA hereby expressly and specifically waives, with respect to the City, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.~~

6. TERMINATION

6.1. **UKCYBSA Default.** The occurrence of any one or more of the following events shall constitute a default by UKCYBSA under this Agreement:

6.1.1. UKCYBSA loses or changes its status: (i) as an active Washington not-for-profit corporation; or (ii) as a tax-exempt organization under ~~section~~~~Section~~ 501(c)(3) of the Code as now or hereafter codified; provided that the City will not terminate the Agreement under this section if UKCYBSA cures any and all such loss or change of status within a reasonable time; or

6.1.2. UKCYBSA is in default of the performance of any covenants, conditions, or provisions of this Agreement, where such failure continues for a period of sixty (60) days after written notice is given by the City; provided that if the nature of UKCYBSA's breach is such that more than sixty (60) days are reasonably required for cure, then UKCYBSA will not be in default if UKCYBSA commences to cure within sixty (60) days of the City's notice and thereafter diligently pursues completion and completes performance within a reasonable time; or

6.1.3. UKCYBSA is adjudged bankrupt, makes a general assignment for the benefit of creditors, or takes the benefit of any insolvency act, or if a permanent receiver and

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trustee in bankruptcy is appointed for UKCYBSA's estate and such appointment is not vacated within sixty (60) days; or

6.1.4. This Agreement is assigned or the Park is used by UKCYBSA for activities other than in accordance with the terms of this Agreement, and such default is not cured within thirty (30) days after written notice from the City to UKCYBSA.

6.2. **City Default.** The occurrence of any one or more of the following events shall constitute a default by the City under this Agreement:

~~6.3. The City is adjudged bankrupt, makes a general assignment for the benefit of creditors, or takes the benefit of any insolvency act, or if a permanent receiver and trustee in bankruptcy is appointed for the City, and such appointment is not vacated within sixty (60) days.~~

~~6.3.1.6.2.1.~~ The City ~~will is in default of the performance offails to perform~~ any covenants, conditions or provisions of this Agreement, where such failure continues for a period of sixty (60) days after written notice is given by UKCYBSA; provided that if the nature of the City's breach is such that more than sixty (60) days are reasonably required for cure, then the City will not be in default if the City commences to cure within sixty (60) days of UKCYBSA's notice and thereafter diligently pursues completion and completes performance within a reasonable time.

~~6.3. Termination for Cause. This Agreement may be terminated by either Party by reason of the default of the other (as set forth in Sections 6.1 and 6.2, respectively) by providing written notice of termination to the other, which notice shall take effect only upon completion of the dispute resolution procedures set forth in Section 6.5 below.~~

~~6.4. Termination without Cause. UKCYBSA- Either Party may terminate this Agreement with respect to the entirety of the Park for any reason whatsoever upon twelve (12) months' notice in writing to the City. In the event of termination pursuant to this Section 6.4 or Section 6.3 above, UKCYBSA shall not be entitled to any compensation from the City for capital improvements made by UKCYBSA.~~

6.5. **Dispute Resolution.** The Parties agree to use their best efforts to resolve disputes regarding this Agreement in an economic and time efficient manner to advance the purposes of this Agreement. In the event that a dispute arises between UKCYBSA and the City, they shall attempt to resolve such dispute as expeditiously as possible and will cooperate so that the express purposes of this Agreement are not frustrated. If the Parties are unable to resolve the dispute between themselves within ninety (90) ~~calendar~~ days from the date the aggrieved ~~party-Party~~ first notified the other ~~partyParty~~, then the Parties agree that they shall attempt to mediate the dispute with the first available mediator from Washington Arbitration and Mediation Service (WAMS) or Judicial Arbitration and Mediation Service (JAMS) or their successors. The Parties shall each pay one half of the cost of such mediation. If such mediation shall fail then nothing in this ~~Section 7.4~~ Section 6.5 shall otherwise limit the Parties' legal, equitable, or other rights or remedies.

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6.6. **Jurisdiction and Venue.** The exclusive jurisdiction and venue for any disputes arising under this Agreement and not otherwise resolved by the dispute resolution required in ~~Section 6.5-Section 7.4,~~ including matters of construction, validity, and performance, shall be in the Superior Court for Kittitas County.

6.7. **Liaisons and Notice.** UKCYBSA and the City shall each identify to the other a particular person who shall serve as its designated liaison for purposes of communicating about day-to-day matters involving the **Baseball Facility and Park**. Beyond this, any written notice that is required or permitted regarding this Agreement shall be given by email and either U.S. first class mail or personal delivery to the party which is the intended recipient of the notice at its address as follows:

If to UKCYBSA:

Upper Kittitas County Youth Baseball and Softball Association
Attention: President
[address]

Designated Liaison:
Email:
Telephone:

If to the City:

Attention:
[address]

Designated Liaison:
Email:
Telephone

6.8. **Headings.** The headings in this Agreement are for convenience only and shall not be deemed to expand, limit, or otherwise affect the substantive terms of this Agreement.

6.9. **Neutral Authorship.** Each ~~party-Party~~ has been represented by counsel in connection with the negotiation, execution and delivery of this Agreement and its Attachments. Each of the provisions of this Agreement has been reviewed and negotiated, and represents the combined work product of both ~~parties-Parties~~ hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the ~~party-Party~~ preparing the same will apply in connection with the construction or interpretation of any of the provisions of this Agreement or its Attachments.

6.10. **Governing Law.** The laws of the State of Washington shall govern the interpretation and enforcement of this Agreement.

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Commented [RS8]: Designate City official or staff for notices.

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- 6.11. **Attorney Fees.** In the event of litigation between the ~~parties~~ Parties to enforce their rights under this Agreement, ~~the prevailing party shall be awarded its reasonable attorney fees and costs, including any reasonable fees and costs that may be incurred on appeal~~ each Party shall bear their own costs and attorneys' fees, including all fees and costs incurred on appeal.
- 6.12. **Severability.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable unless striking such provision materially alters the intention of the Parties. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provisions it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- 6.13. **Non-Waiver.** The failure of either ~~party~~ Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that ~~party's~~ Party's right subsequently to enforce and compel strict compliance with every provision of this Agreement.
- 6.14. **Amendments.** This Agreement may be modified or amended only if the amendment is made in writing and is signed by both Parties.
- 6.15. **Entire Agreement.** This Agreement contains the entire agreement of the Parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the ~~parties~~ Parties.

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Dated as of this ____ day of _____, 2025

CITY OF CLE ELUM:

(Signature)

(Printed Name)

(Title)

UPPER KITTITAS COUNTY YOUTH BASEBALL AND SOFTBALL ASSOCIATION:

(Signature)

(Printed Name)

(Title)

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Exhibit A – Legal Description

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Exhibit B – Depiction of Park

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FLAGPOLE PARK PROJECTS... per City discussion

I spoke with Mayor Lundh about needs at Flagpole park if Rotary wants to have some ability to add Rotary's name onto the Park.

I later heard that the use of "Rotary" as naming may not be supported by someone somewhere in the larger Rotary. I am happy to take that risk!

Last fall the City funded the pruning of the trees , and removed a large Pine tree, prior to the holiday lights installed. (\$3000)

Projects:

- Improve the electrical system to meet code and add additional capability. (see attached diagram and estimate)
- Improve the sprinkler system to provide automatic watering for the flowers around the flagpole. The area that Bev Gonyea always takes care of. I believe that Matt (public works) will accommodate this project
- Repair, re-paint and relocate the patriotic sign. The evergreen trees are growing and crowding the sign out.
- Mayor Lundh indicated that the City would contact Mountains to Sound Greenway about the large entry sign that currently says "Wye" Park and change it to Flagpole or perhaps Rotary at Flagpole park ?
- There is currently only one furniture for folks to sit and have a sandwich or contemplate life in general. I suggest we find a way to place a few pieces that are tamper and theft proof.
- Mayor Lundh is not too supportive of a restroom for the park, but perhaps a porta potti?
- The City is the landowner of a portion of the parking area adjacent to the restaurant and is in need of some maintenance.
- There is a tree/large bush (Hawthorne) that is interfering with the flags and needs to be removed or at least move to another place.

In my conversations, it seems that routine maintenance would be a City function, **but we have not discussed a Rotary role going forward ?**

I have been requested to present a plan to the City Council/staff committee so that an action can be forwarded to Council for formal action, if we are wishing to proceed.

In a recent (april 2025) conversation with Mayor Lundh regarding the funding for projects he asks **"What can Rotary do? "**

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

MINUTES

JULY 2, 2025

12:00 PM

119 W FIRST STREET
CLE ELUM, WA 98922

1. Call to Order/Pledge of Allegiance

Steven Cook - present
Ken Ratliff - present
Jerred Weis - present via zoom at 12:20 p.m.

Debbie Lee - Clerk
Mathew Bailey - Public Works Director
Rob Omans - City Administrator

2. Unfinished Business

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

Rebecca Hackett, representing the citizen committee, stated that they agreed with the rules that were proposed and thanked everyone's cooperation.

Discussion was had regarding ceramics being allowed. The committee stated that they did not see a lot of ceramics in the cemetery and were more concerned with glass and breakage. They suggested adding the language to state non-breakable vessels. The rules will be posted in compliance with city signage, and for the spring clean-up, Public Works will make sure that appropriate notice is given to the public when they plan on doing the clean-up.

b. Signage at Laurel Hill Cemetery - Mathew Bailey, Public Works Director

Mathew Bailey stated that they are proposing placing two signs regarding the rules of the cemetery at the main entrance and the entrance near the Veteran's section. Public Works will follow the same design criteria for way finding signs as stated in the Cle Elum Municipal Code. The committee discussed using a QR Code that would contain a mapping system compatible with GIS. This would be a web-facing portal with a satellite view.

MOTION: Councilmember Cook made a motion to recommend the suggested signs to the Council for consideration; seconded by Councilmember Ratliff.

MOTION CARRIED: 2 yes 0 no.

c. UKC Baseball Further Discussion - UPDATE

Rob Omans informed the Council that the contracts are currently being reviewed by Curtis Chambers, the City's new attorney. The UKC Baseball is currently operating under the guidelines of the existing contract until a new agreement can be reached.

Public Works & Community Development Committee Agenda

July 2, 2025

119 W FIRST STREET
CLE ELUM, WA 98922

d. Flag Pole Park Proposal - Gary Berndt, Rotary

Committee member Cook stated he had a hard time following the proposed agreement and was not sure what the Rotary was prepared to do.

Mathew Bailey stated that there is a known electrical deficiency in the park.

An agreement will need to be presented with clarification on what roles the Rotary will handle and which ones the City will handle. The committee also wanted to know how the Rotary Club in Ellensburg contributes to the park owned by the City of Ellensburg.

Gary Berndt will be invited to the next meeting to discuss all of these items.

3. New Business

a. June 4, 2025, Meeting Minutes

MOTION: Councilmember Weis made a motion to approve the Public Works & Community Development Meeting minutes dated June 4, 2025; seconded by Councilmember Cook.

MOTION CARRIED: 3 yes 0 no.

4. Other Committee Comments

- Mathew Bailey will bring the bridge project to the committee when he receives more information, probably in the fall.
- Committee Member Weis apologized for being late. He would like to propose moving the meeting time from 12:00 p.m. to 8:30 a.m., as noon is a hard time since it is in the middle of the day. After discussion was held, the committee decided to change the meeting time to 8:30 a.m. on the 1st Wednesday of each month.
- Discussion was had regarding the roundabout and how great it looks. They discussed that it is designed for larger trucks to maneuver, and it slows down the traffic.

5. Adjourn

The meeting was adjourned at 12:45 p.m.

Ken Ratliff, Chair

Debbie Lee, Clerk