

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
September 3, 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. Flag Pole Park Proposal - Gary Berndt, Rotary
 - b. UKC Baseball Further Discussion - UPDATE
3. **New Business**
 - a. August 6, 2025 Cle Elum Public Works & Community Development Committee Meeting Minutes
 - b. Calvary Chapel - Water/Sewer Classification Discussion - Dan Renshaw
 - c. Water Waste Water Contract/Staffing Decision - Mathew Bailey, Public Works Director
 - d. Stormwater Billing - Mathew Bailey, Public Works Director
 - e. NW Natural Water - Utility Inquiry - Mathew Bailey, Public Works Director
4. **Other Committee Comments**
5. **Adjourn**

Upcoming Meetings:

Regular Council Meeting: September 9, 2025 @ 6:00 p.m.

Lodging Tax & Events Committee Meeting: September 10, 2025 @ 8:30 a.m.

Historic Preservation Commission Meeting: September 16, 2025 @ 3:00 p.m.

Public Works & Community Development Committee Agenda September 3, 2025

119 W FIRST STREET
CLE ELUM, WA 98922

Planning Commission Meeting: September 16, 2025 @ 6:00 p.m.

Public Safety & Health Committee Meeting: September 17, 2025 @ 2:00 p.m.

General Government Committee Meeting: September 24, 2025 @ 8:30 a.m.

Next Public Works & Community Development Committee Meeting: October 1, 2025 @ 8:30 a.m.

Coal Mines Trail Commission Meeting: October 6, 2025 @ 4:00 p.m.

CITY OF CLE ELUM'S ROTARY AT FLAGPOLE PARK

September 3 Public Works and Community Development Committee

Upper Kittitas County Rotary Club is seeking to add "Rotary" onto the current Flagpole Park and to continue to improve the current park at the entry into downtown Cle Elum.

The Upper Kittitas County Rotary has been involved for many years in creating an important part of the Parks system for the City of Cle Elum. This small park area currently titled "Flagpole Park" has become a community gathering point as well as a welcoming area for visitors to the City.

The Executive Board of our Rotary Club, along with club members, is very interested in continuing to develop, improve and maintain the investment in Flagpole Park and is seeking to re-name the park to include ROTARY. Our club is willing to continue to provide some funding, coordination, and development as partners with the city to keep the park an area of pride for the City.

Rotary has assisted in developing the park both in funds and in "in kind" volunteer improvements. Likewise the City has made a substantial commitment in the maintenance and upkeep of the park. In recent years the City and the Cle Elum Downtown association have developed a significant holiday tree decorations and lighting as well.

Our Rotary club has held multiple Arbor Day celebrations in the park to help develop an "urban forest" theme for the park. In the fall of 2024 Rotary organized and facilitated a needed pruning of a number of the trees and the City contributed the funding to keep the trees healthy.

In return for the continued development and maintenance Rotary and the City agree that Rotary may install a two sided large Rotary's Flagpole Park sign subject to city approval

Projects: Rotary provides:

- Overseeing the needed Improvements 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.
- There is no bike rack at a park where many people ride to
- There is currently only one piece of 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. If gravel could be delivered by the city, Rotary could spread it to improve the parking.
- Rotary agrees to supply the military flags as needed, City installs.

- 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.
- Install and maintain an information/bulletin board

City will:

- Retain ownership of the Park
- Perform routine maintenance of mowing, weeding and repairs to infrastructure as needed
- 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 ?
- Replace flags as needed with military flags from Rotary
- Be responsible for trash can pickup and removal

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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 UKCYBSA 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

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

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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- 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

- 17 -

11061775.3 -

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Exhibit B – Depiction of Park

- 18 -

11061775.3 -

**CLE ELUM PUBLIC WORKS & COMMUNITY DEVELOPMENT
COMMITTEE
MINUTES
AUGUST 6, 2025
8:30 AM
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

Rob Omans - City Administrator
Debbie Lee - Clerk
Mathew Bailey - Public Works Director
Audrey Casassa - Utility Billing Clerk

2. Unfinished Business

a. UKC Baseball & Softball Association Further Discussion - UPDATE

Rob Omans reported that the City Attorney had just presented the red-line version late last night. This is a new 20-year agreement.

Discussion points:

- UKC Youth Baseball & Softball Association is trying to raise revenue for projects.
- Send the red-line version to UKCYBSA so they have time to review.
- The committee discussed whether hours should be stated or whether just dawn to dusk is fine.
- Formal games usually don't start before 8:00 a.m.
- Does the city want to give the scheduling control to UKCYBSA?
- The committee would like more time to look over the document. They will give feedback to Rob, and then he will give a clean version to UKCYBSA.
- Rob will contact Max Engle and let him know a contract is coming for them to review.

b. Flag Pole Park Proposal - Gary Berndt, Rotary

Gary Berndt was unable to attend today's meeting, so this will be tabled until the next Public Works & Community Development Committee Meeting.

Rob will talk with Ellensburg regarding how they handle Rotary and the park in Ellensburg. The City of Cle Elum needs a long-term plan.

Public Works & Community Development Committee Agenda

August 6, 2025

119 W FIRST STREET
CLE ELUM, WA 98922

3. New Business

a. July 2, 2025, Meeting Minutes

MOTION: Committee Member Cook made a motion to approve the July 2, 2025 Public Works & Community Development meeting minutes; seconded by Committee Member Weis.

MOTION CARRIED: 3 yes 0 no.

b. Garbage Service - Street Side Discussion/City Heights - Seth Pettigrew Waste Management

Seth Pettigrew reported that the new smart trucks take pictures, and you can't see the house numbers since the cans are in the alley. The trucks don't turn as sharp as they used to, and it is hazardous to back out of alleys. Public Works has done a good job with plowing alleys, but with recycling now being offered, this makes for an extra day of plowing. If more recycling customers that sign on Waste Management may be able to pick up garbage and recycle on the same day. They also discussed City Heights and snow removal and a central pick-up point for garbage.

Mathew Bailey asked about the alley service where there are elderly or disabled people. Seth stated that waste management would work with people on a case-by-case basis, so everyone was able to have garbage service. Discussion was also had about 6th Street Hill. Everyone agreed that they would make it work.

Steven Cook currently has an alley pick-up but would prefer the street side as he has had some issues with other people's cans near his or vehicles parked along the way.

It was agreed that Waste Management would work with city staff and create a map of alley access people needing to be moved to the street side and then look at citizens on the proposed route and look at issues and try to resolve those issues individually.

MOTION: Committee Member Cook made a motion to have the mayor and staff work out the details for changing some areas of town to street side pick up; seconded by Committee Member Weis.

MOTION CARRIED: 3 yes 0 no.

4. Other Committee Comments

5. Adjourn

The meeting was adjourned at 9:08 a.m.

Public Works & Community Development Committee Agenda August 6, 2025

119 W FIRST STREET
CLE ELUM, WA 98922

Ken Ratliff, Chair

Debbie Lee, Clerk

Calvary Church - 417 West Railroad St- Account #21260

I attached a few graphs from Harmony showing the daily and monthly use. Just a suggestion to savings on the monthly billing would be less use on the sprinkler times between 5am to 6am which is currently using 44 CF= 329.12 Gallons and 8pm to 9 pm currently using 21CF =157.08 gallons. Half the time could save close to 890 CF of water and savings on the bill or even possibly more efficient sprinkler heads.

Audrey Casassa

Utility Clerk



Search for Customers, Locations, Meters, Account No



Customer Care Meters GIS Work Orders Fixed Network Administrative

Meter ID 00006697399

Back New Search Next Meter

Meter ID 00006697399
Serial Number 19993270
Service Type Water

Account Number 2126 0
Location Number -2128 0
Meter Size
Customer Name Calvary Chapel Ole Elum
Location Address 417 E RAILROAD AVE
Mailing Address
Last Read (Cubic feet) 60206
Last Read Time 08/26/2025 10:59 PM
Status OK

Email
Mobile Phone
Location Notes

Dashboard

Period Monthly Daily Hourly From 07/01/2025 To 07/31/2025 View chart

Meter Details

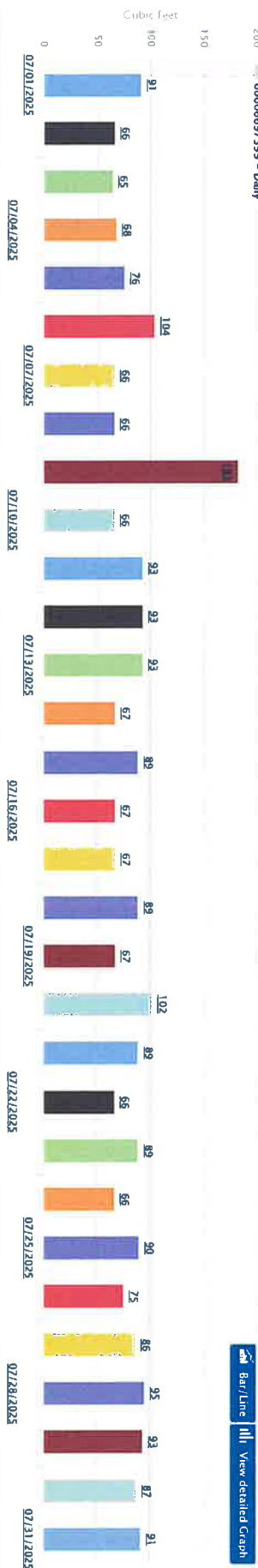
Alerts

Related Entities

Consumption

Charts

Events



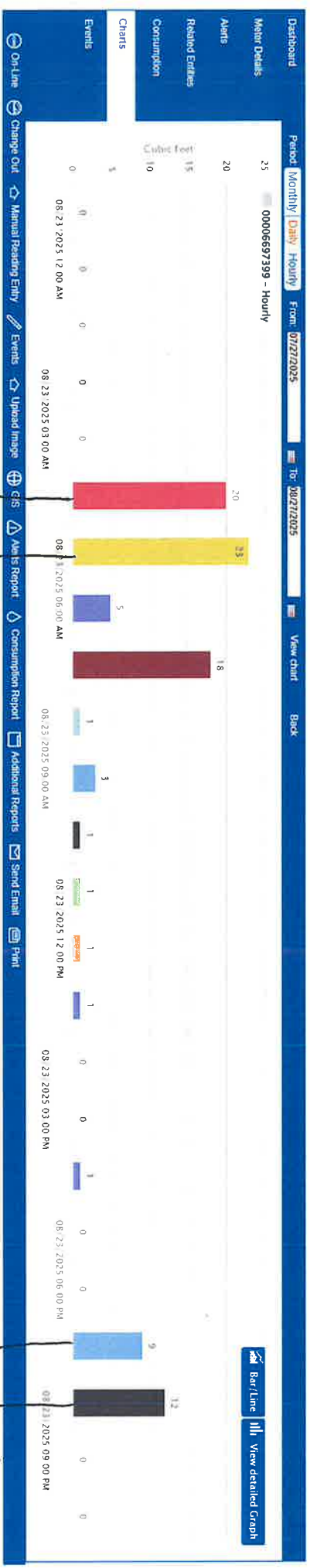
Bar/Line View detailed Graph

On Line Change Out Manual Reading Entry Events Upload Image GIS Alerts Report Consumption Report Additional Reports Send Email Print

7-1-25 thru 7-31-25 July monthly Totals

Customer Care **Meters** GIS Work Orders Fixed Network Administrative

Meter ID 00006697399
 Meter ID 00006697399 Account Number 2126 0
 Serial Number 19993270 Location Number -2126 0
 Service Type Water Meter Size Mailing Address
 Customer Name CHERRY CHURCH CIE ELM
 Location Address 417 E RAIL ROAD AVE
 Last Read (Cubic feet) 60205
 Last Read Time 08/26/2025 10:59 PM
 Status OK
 Email
 Mobile Phone
 Location Notes

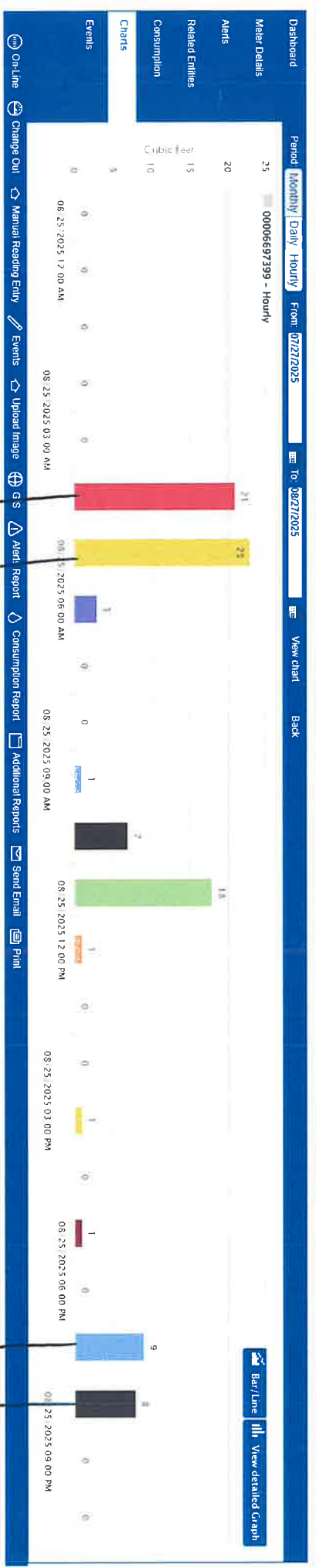


August 23'd Daily Usage

5pm 6pm
 Both Days Totalling
 $44 \text{ CF} \div 7.48 = 329.12 \text{ gallons}$

8pm 9pm
 Both days
 Totalling
 $21 \text{ CF} \div 7.48 = 157.08 \text{ gallons}$

Customer Care		Meters		GIS		Work Orders		Fixed Network		Administrative	
Meter ID	00006697399	Account Number	2126 0	Customer Name	Calvary Chapel Cte Eum	Last Read (Cubic feet)	60206	Email			
Serial Number	19993270	Location Number	-2126 0	Location Address	417 E RAILROAD AVE	Last Read Time	08/26/2025 10:59 PM	Mobile Phone			
Service Type	Water	Meter Size		Mailing Address		Status	OK	Location Notes			



August 25th Bailey graph

Both Days totaling
 $44cf \div 7.48 = 329.12$ gallons

Both Days
 $17cf \div 7.48 = 127.16$

6 PM 6 AM

8 PM 4 PM

City Of Cle Elum

UTILITY ACCOUNT HISTORY

07/25/2024 To: 08/28/2025

Time: 09:55:43 Date: 08/28/2025

Page: 1

Calvary Chapel Cle Elum: 21260; Service Location: 2126.0

417 E RAILROAD AVE

		Current	Previous	Water Usage	Sewer Usage	Current	Previous	Electric Usage	Chg/Pynt	Balance
07/25/2024	Payment	223295219							-243.07	0.00
08/07/2024	Bill	Billing	45156	42982	2174				260.88	260.88
08/25/2024	Payment	225220122							-260.88	0.00
09/09/2024	Bill	Billing	47407	45156	2251				263.51	263.51
09/25/2024	Payment	227087574							-263.51	0.00
10/07/2024	Bill	Billing	48712	47407	1305				235.31	235.31
10/25/2024	Payment	229033591							-235.31	0.00
11/06/2024	Bill	Billing	49329	48712	617				232.51	232.51
11/25/2024	Payment	231087990							-232.51	0.00
12/06/2024	Bill	Billing	49543	49329	214				221.22	221.22
12/25/2024	Payment	233071417							-221.22	0.00
01/06/2025	Bill	Billing	49757	49543	214				221.22	221.22
01/25/2025	Payment	235256986							-221.22	0.00
02/06/2025	Bill	Billing	50195	49757	438				239.68	239.68
02/25/2025	Payment	237472677							-239.68	0.00
03/06/2025	Bill	Billing	50790	50195	595				243.59	243.59
03/25/2025	Payment	239496165							-243.59	0.00
04/07/2025	Bill	Billing	51136	50790	346				236.87	236.87
04/25/2025	Payment	241666099							-236.87	0.00
05/06/2025	Bill	Billing	51503	51136	367				237.22	237.22
05/25/2025	Payment	243785474							-237.22	0.00
06/06/2025	Bill	Billing	53164	51503	1661				323.78	323.78
06/25/2025	Payment	246011892							-323.78	0.00
07/08/2025	Bill	Billing	55406	53164	2242				384.89	384.89
07/25/2025	Payment	248219084							-384.89	0.00
08/07/2025	Bill	Billing	58009	55406	2603				422.00	422.00
08/25/2025	Payment	250478841							-422.00	0.00
Billing Periods	13	Billed Amt:	3,522.68	Avg	270.98					



City of Cle Elum

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

BILLING PERIOD	
July Billing	
DUE DATE	ACCOUNT NUMBER
08/25/2025	21260
BILL DATE	AMOUNT DUE:
08/07/2025	422.00
ACCOUNT HOLDER	
Calvary Chapel Cle Elum	
SERVICE LOCATION	
2126.0 - 417 E RAILROAD AVE	

SERVICE	READING DATE	METER READINGS		FACTOR	USAGE	CHARGES
		PREVIOUS	PRESENT			
Water	07/30/2025	55406	58009	1.0000	2603	Previous Balance: 384.89 Adjustments: 0.00 Payments: 384.89 Balance Forward: 0.00 Water 61.93 Water Consumption 45.25 Water Reserve 23.23 Water Tax 6% 7.82 Sewer 60.26 Sewer Consumption 30.72 Sewer Excess 96.60 Sewer Tax 6% 11.25 Garbage 84.94 Current Charges: 422.00 Balance: 422.00

WATER CONSUMPTION HISTORY

Month	Consumption
Aug	2400
Sep	2400
Oct	1300
Nov	600
Dec	300
Jan	300
Feb	500
Mar	600
Apr	400
May	400
Jun	1800
Jul	2400
Aug	2603

30:	0.00	60:	0.00	90+:	0.00
-----	------	-----	------	------	------

Pay your bill online at www.cityofcleelum.com through Xpress bill pay. A secure and easy way to make sure your bills are on time! Please update our Utilities Department with any new contact phone numbers you may have changed recently to ensure we can contact you if needed.

Detach Here and Return Bottom Stub



City of Cle Elum

119 W First Street
Cle Elum, WA 98922

DUE DATE	AMOUNT DUE
08/25/2025	422.00
SERVICE LOCATION	
2126.0 - 417 E RAILROAD AVE	
ACCOUNT NO.	AMOUNT ENCLOSED
21260	

Calvary Chapel Cle Elum
P. O. Box 1093
Cle Elum, WA 98922-2093

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



CITY OF CLE ELUM
Sewer Rate Restructure
Ordinance No. 1677

<<< Enter Customer Monthly Usage in Cubic Feet (CF)

2024 CLE ELUM SEWER RATES						
User Classification (Category)	Monthly Base Rate per 1,000 CF	Usage Charge Rate per 100 CF water used	Customer Monthly Usage in Cubic Feet (CF)	Customer BOD (mg/L), Industrial Only	Customer TSS (mg/L), Industrial Only	Monthly Sewer Bill
Residential	\$58.50	Included up to 1,000 CF, \$1.15 after	0			\$58.50
Commercial - Category A (Low Strength)	\$58.50	\$1.15	0			\$58.50
Commercial - Category B (Medium Strength)	\$58.50	\$1.15	0			\$58.50
Commercial - Category C (High Strength)	\$58.50	\$1.15	0			\$58.50
Schools w/ Food Prep (Med-High Strength)	\$58.50	\$1.15	0			\$58.50
Industrial (Strength assessed individually)	\$58.50	\$1.15/100 CF water used, \$0.31/lb BOD ₅ and \$0.31/lb TSS	0	542	207	\$58.50

Notes:

Monthly Base Rate minimum is \$58.50 no matter usage. Usage beyond 1,000 CF is assessed additional monthly base rate at \$58.50 per 1,000 CF. Usage Charge Rate is in addition to Monthly Base Rate. Reserve fee is included in Base Rate.

Enter BOD (mg/L) Enter TSS (mg/L)

2025 CLE ELUM SEWER RATES						
User Classification (Category)	Monthly Base Rate per 1,000 CF	Usage Charge Rate per 100 CF water used	Customer Monthly Usage in Cubic Feet (CF)	Customer BOD (mg/L), Industrial Only	Customer TSS (mg/L), Industrial Only	Monthly Sewer Bill
Residential	\$60.26	Included up to 1,000 CF, \$1.18 after	0			\$60.26
Commercial - Category A (Low Strength)	\$60.26	\$1.18	0			\$60.26
Commercial - Category B (Medium Strength)	\$60.26	\$3.55	0			\$60.26
Commercial - Category C (High Strength)	\$60.26	\$5.92	0			\$60.26
Schools w/ Food Prep (Med-High Strength)	\$60.26	\$4.74	0			\$60.26
Industrial (Strength assessed individually)	\$60.26	\$1.18/100 CF water used, \$0.62/lb BOD ₅ and \$0.62/lb TSS	0	542	207	\$60.26

Notes:

Monthly Base Rate minimum is \$60.26 no matter usage. Usage beyond 1,000 CF is assessed additional monthly base rate at \$60.26 per 1,000 CF. Usage Charge Rate is in addition to Monthly Base Rate. Reserve fee is included in Base Rate.

2026 CLE ELUM SEWER RATES						
User Classification (Category)	Monthly Base Rate per 1,000 CF	Usage Charge Rate per 100 CF water used	Customer Monthly Usage in Cubic Feet (CF)	Customer BOD (mg/L), Industrial Only	Customer TSS (mg/L), Industrial Only	Monthly Sewer Bill
Residential	\$62.06	Included up to 1,000 CF, \$1.22 after	0			\$62.06
Commercial - Category A (Low Strength)	\$62.06	\$1.22	0			\$62.06
Commercial - Category B (Medium Strength)	\$62.06	\$7.29	0			\$62.06
Commercial - Category C (High Strength)	\$62.06	\$12.15	0			\$62.06
Schools w/ Food Prep (Med-High Strength)	\$62.06	\$9.72	0			\$62.06
Industrial (Strength assessed individually)	\$62.06	\$1.22/100 CF water used, \$1.24/lb BOD ₅ and \$1.24/lb TSS	0	542	207	\$62.06

Notes:

Monthly Base Rate minimum is \$62.06 no matter usage. Usage beyond 1,000 CF is assessed additional monthly base rate at \$62.06 per 1,000 CF. Usage Charge Rate is in addition to Monthly Base Rate. Reserve fee is included in Base Rate.

2022 Water

2022 Sewer

Veolia Fee	313,749.90	Veolia Fee	441594.4
O&M Variable pumps	73761.69	PSE	108002.2
Repairs	42651.16	Repairs	38644.49
Other	19147.06	Other	1349.29
Insurance	22455.36	Insurance	38763.49
HLA Engineering	1906.18	HLA Engineering	4674
Chemicals	34932.93	Scada	16159.5
cell and internet	5562.84		
Water Sewer Bill	7614.9		
PSE Bullfrog	9077.92		
PSE 903	87765.3		
PSE SCE Way	106026.7		
Total	724,651.94	Total	649187.3
	Total		1,373,839.26

New Veolia Contract
2025 Water Proposed

2025 Sewer Proposed

Veolia Fee	367,289.94	Veolia Fee	517897.8
O&M Variable pumps	0	PSE	165624.1
Repairs	50000	Repairs	30000
Other	24000	Other	3000
Insurance	75000	Insurance	100000
HLA Engineering	2000	HLA Engineering	10000
Chemicals	45000	Scada	0
cell and internet	6800		
Water Sewer Bill	8000		
PSE Bullfrog	13921.22		
PSE 903	134590.3		
PSE SCE Way	187773.3		
Total	914,374.76	Total	826521.9
	Total		1,740,896.66

2023 Water

2023 Sewer

Veolia Fee	335,225.22	Veolia Fee
O&M Variable pumps	0	PSE
Repairs	35371.53	Repairs
Other	20244.43	Other
Insurance	31807.56	Insurance
HLA Engineering	1571	HLA Engineering
Chemicals	41722.88	
cell and internet	6074.09	
Water Sewer Bill	6234.92	
PSE Bullfrog	24671.36	
PSE 903	108139.92	
PSE SCE Way	150341.95	
Total	761,404.86	Total
	Total	1,479,146.16

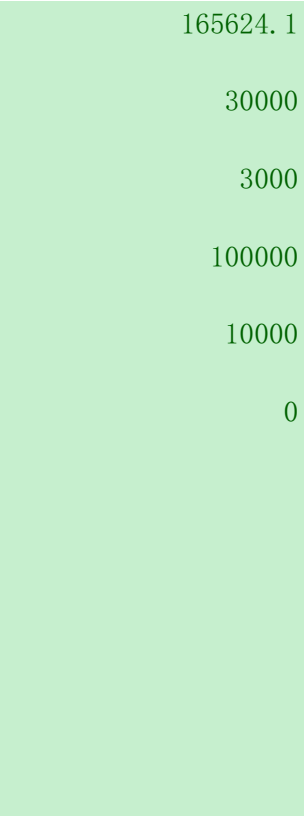
Proposed In House Water Treatment/ Wastewater Treatment

Water	230590.05	Sewer
O&M Variable pumps	0	PSE
Repairs	50000	Repairs
Other	24000	Other
Insurance	75000	Insurance
HLA Engineering	2000	HLA Engineering
Chemicals	45000	Scada
cell and internet	6800	
Water Sewer Bill	8000	
PSE Bullfrog	13921.22	
PSE 903	134590.3	
PSE SCE Way	187773.3	
Total	777674.87	Total
	Total	1411347.59
Vehicle Purchase	25000	Vehicle Purchase
Savings	111699.89	Savings
	Total Savings	279549.07

2024 Water

477569.52	Veolia Fee	349,799.94
139795.3	O&M Variable	0
41044.67	Repairs	49486.89
2831.45	Other	22896.76
50937.36	Insurance	53599.34
5563	HLA Engineer	23282.86
	Chemicals	37512.54
	cell and int	6265.69
	Water Sewer	7617.51
	PSE Bullfrog	8892.69
	PSE 903	111812.63
	PSE SCE Way	163020.55
717741.3	Total	834,187.40
		Total

325048.62



633672.72

25000

167849.18

2024 Sewer

Veolia Fee	493236
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PSE	143249.23
Repairs	17524.47
Other	2586.71
Insurance	74868.43
HLA Engineering	8726.16
Total	740191

1,574,378.40

POSITION TITLE:

WASTEWATER TREATMENT OPERATOR I-II

REPORTS TO:

Reports directly to the Utility Operations Manager under the guidance of State and City regulations and procedures. Also maintains a close working relationship with other city personnel and regulatory agencies such as the Washington State Department of Ecology.

SALARY RANGE:

\$64,168.00 – \$90,459.20 annually (Depending on qualifications and certifications)

STATUS:

Full-Time

AFFILIATION:

Union

WORKWEEK BASIS:

40 hrs. (Monday–Friday, with occasional weekends and on-call rotations)

JOB SUMMARY:

Performs a variety of skilled and semi-skilled tasks related to the operation, maintenance, and repair of the City's wastewater treatment plant. Ensures compliance with all federal, state, and local environmental and safety regulations. This position requires availability for rotating weekend, holiday, and on-call shifts. May assist utility maintenance as needed, may assist with water plant operations and maintenance as needed.

ESSENTIAL JOB FUNCTIONS:

- Operate, monitor, and maintain wastewater treatment plant systems including pumps, blowers, filters, clarifiers, disinfection units, and related equipment.
- Collect and analyze samples for process control and regulatory reporting.
- Perform preventative and corrective maintenance on plant and lift station equipment.
- Maintain accurate records of operations, maintenance activities, and lab results.
- Respond to alarms and emergencies related to plant operations.
- Perform inspections and maintenance of lift stations.
- Assist with preparation of regulatory compliance reports as required.
- Operate a variety of vehicles, tools, and heavy equipment.

- Follow safety and environmental regulations and participate in training.
- Perform related duties as required.

NECESSARY KNOWLEDGE:

Knowledge of:

- Principles and practices of wastewater treatment.
- Operation and maintenance of pumps, valves, motors, and other mechanical equipment.
- Laboratory sampling and testing procedures.
- Applicable safety standards, environmental regulations, and reporting requirements.
- Computer systems and software for data entry and SCADA monitoring.

NECESSARY ABILITIES:

Ability to:

- Work independently with sound judgment and initiative.
- Read and interpret equipment manuals, technical documents, and regulations.
- Operate mechanical and laboratory equipment safely and effectively.
- Maintain accurate records and prepare reports.
- Respond to emergency situations in a timely manner.
- Communicate clearly and courteously with coworkers, supervisors, and the public.
- Perform physically demanding tasks and work in inclement weather.

MINIMUM QUALIFICATIONS:

- High school diploma or GED.
- Possession of a valid Washington State Driver's License.
- Washington State Wastewater Operator Certification Group I or II (or ability to obtain within 12 months of hire, depending on classification).
- Ability to pass background check and drug screening.

PHYSICAL DEMANDS AND WORKING CONDITIONS:

Must have the ability to sit, stand, walk, climb, stoop, kneel, crouch, bend, crawl, grasp; use hands to finger, handle, feel or operate objects, tools or controls; and reach with arms and legs. The employee must frequently lift and/or move up to 50 pounds and occasionally lift and/or move up to 100 pounds. Must be able to work extended hours including weekends, holidays, and participate in an on-call rotation. Work assignments include outdoor work in all weather conditions and exposure to hazardous chemicals and confined spaces.

NOTICE:

The above position description does not include ALL essential and non-essential duties of this job. All employees with disabilities are encouraged to contact the personnel department to review and discuss the essential and non-essential functions of the job. An employee with a disability can evaluate the job in greater detail to determine if the essential functions can be performed safely with or without reasonable accommodations.

The City of Cle Elum is an Equal Opportunity Employer.

POSITION TITLE:

UTILITIES OPERATIONS MANAGER

REPORTS TO:

Reports directly to the Public Works Director. Works under the guidance of State and City regulations and maintains oversight of the Drinking Water and Wastewater Treatment operations. Coordinates closely with other city personnel and regulatory agencies, including the Washington State Department of Ecology and the Department of Health.

SALARY RANGE:

\$122,553.60 – \$148,964.70 annually (Depending on qualifications and certifications)

STATUS:

Full-Time

AFFILIATION:

Non-Union

WORKWEEK BASIS:

40 hrs. (Monday–Friday, 24 hour on-call availability)

JOB SUMMARY:

The Utilities Operations Manager is responsible for supervising, coordinating, and participating in the daily operations, maintenance, and regulatory compliance of the City of Cle Elum's water and wastewater treatment facilities. This role ensures safe and efficient operation of both the Drinking Water Treatment Plant and the Wastewater Treatment Plant, manages assigned personnel, and serves as the primary liaison with regulatory agencies for compliance reporting and inspections.

ESSENTIAL JOB FUNCTIONS:

- Supervise, schedule, and support the work of Drinking Water and Wastewater Treatment Operators.
- Ensure operational compliance with all local, state, and federal regulations (e.g., DOH, DOE, EPA).
- Oversee facility performance including treatment processes, plant maintenance, data collection, employee safety, and site security.
- Monitor chemical usage, inventory, and ensure proper handling and storage.
- Maintain and review accurate logs, reports, and operational records; submit required reports.
- Coordinate regulatory inspections, audits, and responses.
- Assist with budget preparation and cost control measures.
- Provide technical support for troubleshooting and optimizing system performance.

- Respond to operational emergencies and participate in on-call rotation as needed.
- Lead by example in promoting a culture of safety, teamwork, and accountability.
- Provide training and mentorship to staff, including certification tracking and professional development.
- Communicate effectively with city staff, contractors, consultants, and the public.
- Perform related duties as required.

NECESSARY KNOWLEDGE:

Knowledge of:

- Principles and practices of water and wastewater treatment operations.
- State and federal environmental and health regulations affecting municipal utilities.
- Supervisory principles, personnel management, and staff scheduling.
- Mechanical, electrical, hydraulic, and chemical processes in water and wastewater treatment.
- SCADA systems, lab sampling procedures, and emergency response protocols.
- State and Federal reporting procedures.
- Public works budgeting and reporting procedures.

NECESSARY ABILITIES:

Ability to:

- Plan, direct, and evaluate the work of others.
- Interpret complex regulations and ensure compliance.
- Identify and solve operational problems efficiently.
- Maintain organized, accurate records and submit clear reports.
- Communicate clearly and effectively, both orally and in writing.
- Establish and maintain cooperative relationships with coworkers, agencies, and the public.
- Operate treatment facility equipment, vehicles, and software tools.
- Perform physically demanding tasks and work in various environmental conditions.

MINIMUM QUALIFICATIONS:

- High school diploma or GED required; Associate or Bachelor's Degree in Environmental Science, Engineering, or related field preferred.
- Minimum 5 years of experience in water or wastewater operations, with at least 3 years in a supervisory or lead role.
- Possession of a valid Washington State Driver's License.
- Possession of a valid Washington State Water Treatment Plant Operator III or higher certification.
- Possession of a valid Washington State Wastewater Treatment Plant Operator Group III or higher certification.

- Possession of a valid Washington State Water Distribution Manager II or higher certification.
- Possession of a valid Washington State Cross Connection Specialist certification.
- Must be able to pass a background check and drug screening.

PHYSICAL DEMANDS AND WORKING CONDITIONS:

Must have the ability to sit, stand, walk, climb, stoop, kneel, crouch, bend, crawl, grasp; use hands to finger, handle, feel or operate objects, tools, or controls; and reach with arms and legs. The employee must frequently lift and/or move up to 50 pounds and occasionally lift and/or move up to 100 pounds. Must be able to work extended hours, respond to emergency situations, and participate in an on-call rotation. Work occurs in both indoor and outdoor environments and may involve hazardous materials and confined spaces.

NOTICE:

The above position description does not include ALL essential and non-essential duties of this job. All employees with disabilities are encouraged to contact the personnel department to review and discuss the essential and non-essential functions of the job. An employee with a disability can evaluate the job in greater detail to determine if the essential functions can be performed safely with or without reasonable accommodations.

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POSITION TITLE:

DRINKING WATER TREATMENT OPERATOR I-II

REPORTS TO:

Reports directly to the Utility Operations Manager under the guidance of State and City regulations, including the Washington State Department of Health drinking water regulations and city operational procedures. Maintains a close working relationship with the City Engineer, Public Works staff, and other city personnel.

SALARY RANGE:

\$64,168.00 – \$90,459.20 annually (Depending on qualifications and certifications)

STATUS:

Full-Time

AFFILIATION:

Union

WORKWEEK BASIS:

40 hrs. (Monday–Friday, with occasional weekends and on-call rotations)

JOB SUMMARY:

Performs the operation, maintenance, and monitoring of the City of Cle Elum's Drinking Water Treatment Plant and distribution system. Duties include but are not limited to: adjusting chemical feed systems, conducting routine sampling and lab testing, inspecting equipment, maintaining accurate records, and ensuring compliance with State and Federal drinking water standards. May assist with water distribution and utility maintenance as needed, may assist with wastewater plant operations and maintenance as needed.

DRINKING WATER TREATMENT OPERATOR ESSENTIAL JOB FUNCTIONS:

- Monitor and operate water treatment facilities and equipment to ensure compliance with regulatory standards
- Collect and analyze water samples for quality assurance
- Record operational data such as flow rates, chlorine residuals, turbidity, and pH levels

- Adjust chemical feeds and flow controls as needed
- Perform preventive maintenance and minor repairs on pumps, valves, instrumentation, and other plant components
- Respond to alarms, emergencies, and on-call duties as required
- Assist with water main flushing, hydrant maintenance, and valve exercising
- Maintain detailed logs and prepare reports for regulatory agencies
- Coordinate with contractors, consultants, and other staff on water system projects
- Perform related duties as required

NECESSARY KNOWLEDGE:

Knowledge of:

- Principles and practices of drinking water treatment and distribution
- Applicable Washington State Department of Health and EPA drinking water regulations
- Operation and maintenance of pumps, motors, and instrumentation
- Operation, maintenance, and safety practices of hydraulic systems
- Operation, maintenance, and safety practices of electrical systems
- Safety practices related to hazardous chemicals and confined space entry
- Basic laboratory techniques and equipment used in water testing
- Computer systems used for data logging and SCADA monitoring

NECESSARY ABILITIES:

Ability to:

- Work independently and as part of a team
- Use and calibrate laboratory and field testing instruments
- Troubleshoot operational problems and perform corrective actions
- Keep accurate records and write clear reports
- Read and interpret gauges, meters, and flow charts
- Communicate effectively both orally and in writing

- Respond calmly and professionally in emergency situations

MINIMUM QUALIFICATIONS:

- High school diploma or GED
- Valid Washington State Driver's License
- Washington State Water Treatment Plant Operator I certification (or ability to obtain within 12 months)
- Water Treatment Plant Operator II certification required for Operator II classification
- Minimum of one year experience in water treatment operations preferred for Operator I; three years preferred for Operator II
- Must be able to pass a background check and drug screening

PHYSICAL DEMANDS AND WORKING CONDITIONS:

Must have the ability to sit, stand, walk, climb, stoop, kneel, crouch, bend, crawl, grasp; use hands to finger, handle, feel or operate objects, tools or controls; and reach with arms and legs. The employee must frequently lift and/or move up to 50 pounds and occasionally lift and/or move up to 100 pounds. Must be able to work extended hours, rotating on-call shifts, and occasional weekends or holidays. Work is performed both indoors and outdoors, occasionally in inclement weather and confined spaces.

NOTICE:

The above position description does not include ALL essential and non-essential duties of this job. All employees with disabilities are encouraged to contact the personnel department to review and discuss the essential and non-essential functions of the job. An employee with a disability can evaluate the job in greater detail to determine if the essential functions can be performed safely with or without reasonable accommodations.

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- **CHAPTER (13XXX) - STORM DRAINAGE AND SURFACE WATER MANAGEMENT UTILITY**
- **13XXX.010 - Legislative findings and policy.**

The city council finds, determines and declares that the streams, rivers, lakes, waterways, groundwater, and functionally related natural and manmade stormwater control facilities constitute a stormwater control facility.

The city council finds, determines and declares that the public stormwater control facility including its administration, which provides for the collection, treatment, storage and disposal of stormwater, provides benefits and services to all developed property within the incorporated city limits. Such benefits include, but are not limited to: the provision of adequate systems of collection, conveyance, detention, treatment and release of stormwater; the reduction of hazards to property and life resulting from stormwater runoff; improvements in general health and welfare through reduction of undesirable stormwater conditions; and improvements to the water quality of the stormwater and its receiving waters. State and federal laws mandate that operation of such systems requires the city to implement regional water quality protection activities and programs to reduce and control the potential to pollute surface waters and groundwaters by storm drainage originating on both public and private properties.

The city council finds, determines and declares that development of lands alters both the amount of stormwater runoff and the amount of pollution contained in such runoff and that the variation in these two factors constitutes a fair way to determine the burdens imposed upon the system and the benefits of the services received by the customer from the pollution management and regulatory services and facilities provided by a utility for storm drainage and surface water management, and the customer's charges for management of such burdens and provision of such services and facilities.

The city council finds, determines and declares that the amount of impervious surface, land use, and rainfall will determine the volume of runoff and the general level of pollution from a property, which has been well established in both engineering practice and water quality studies by the Environmental Protection Agency, the Department of Ecology, the United States Geological Survey, the Soil Conservation Service, and others. While the relationships established by the above studies are adequate to assign charges, the city storm drainage and surface water management utility shall perform local studies and based upon the results of these, may adjust rates and charges in the future to more accurately reflect the burdens imposed by customer classes within the city.

The city council finds, determines and declares that to fund the costs of storm drainage and surface water management in the city, it is necessary to adopt service charges for stormwater users, with rates varying according to the services furnished, the burdens imposed or benefits received; and the character, use and stormwater runoff characteristics of the land.

- **13XXX.020 - Creation of storm drainage and surface water management utility.**

Pursuant to RCW 35.67.010 through 35.67.020 and 35.92.020, there is hereby created a city storm drainage and surface water management utility. The storm drainage and surface water management utility, under the legislative policy, supervision and control of the governing body of the city, shall perform the following activities within the city:

A.

Administer the acquisition, design, construction, maintenance and operation of the public stormwater and surface water system, including stormwater capital improvements designated in the capital improvement program;

B.

Administer and enforce this chapter and all regulations and procedures adopted thereto relating to the design, construction, maintenance, operation and alteration of the stormwater and surface water system, including, but not limited to, the quantity, quality and/or velocity of the stormwater conveyed thereby;

C.

Advise the city council and other city departments on matters relating to the utility;

D.

Prepare and periodically revise, as determined by state and federal law, comprehensive stormwater management and drainage plans for adoption by the city council;

E.

Develop standards and ordinances relating to stormwater drainage and treatment to apply to new development and redevelopment;

F.

Enforce regulations to protect and maintain water quality and quantity within the stormwater and surface water system in compliance with water quality standards

established by state, regional and/or federal agencies as now adopted or hereafter amended;

G.

Annually analyze the cost of services and benefits provided to and burdens imposed by different classes of customers, and the system and structure of fees, charges, civil penalties and other revenues of the utility, and prepare budgets for adoption by the city council; and

H.

Perform all other activities allowable by law and required to ensure compliance with state and federal stormwater and surface water quality laws.

- **13XXX.030 - Definitions.**

Unless the context clearly requires otherwise, the definitions in this section apply throughout this chapter.

Base rate means the stormwater user's fee for an equivalent residential unit (ERU).

City means the city of Cle Elum, Washington, a municipal corporation created and existing under the laws of the state of Washington.

Credit means the extent to which utility customers meeting specified criteria are billed at a reduced fee, such reduction representing a fee credit. The fee credit is provided in recognition that those utility customers who meet the specified criteria provide an in-kind service or contribution that offsets a portion of the burdens on the stormwater system imposed by the credited parcel.

Developed property means real property that has been altered from its natural state by the creation or addition of impervious surface areas, such as buildings, structures, pavement or other improvements.

Dwelling unit means a single unit providing complete, independent living facilities for one family including permanent provisions for living, sleeping, eating, cooking, and sanitation.

Energy services director means the duly appointed director of the city of Cle Elum department of energy services or their designee.

Engineer means the duly appointed city engineer for the city or his or her designee.

Equivalent residential unit or *ERU* means, and is equal to, 3,500 square feet of impervious groundcover, which approximates the average impervious surface area contained on

single-family residential parcels within the city as determined from measurements of a representative sampling of single-family residential properties in the city of Cle Elum. An ERU is the unit of impervious groundcover to be used by the utility in calculating service charges for each parcel of property.

Fee or stormwater fee means the charge established under this chapter for parcels or pieces of real property to fund the costs of stormwater management and of operating, maintaining, and improving the stormwater system in the city.

Impervious surface means a surface which is covered with material that is resistant to infiltration by water, including, but not limited to, most conventionally surfaced streets, roofs, sidewalks, patios, driveways, parking lots, and any other oiled, graveled, graded, compacted, or any other surface which impedes the natural infiltration of surface water.

Impervious surface area means the number of square feet of horizontal surface covered by buildings and other impervious surfaces.

Multiple-family dwelling unit means a building or portion thereof, designed for, or occupied by two or more families living independently in separate dwelling units.

National Pollutant Discharge Elimination System or NPDES refers to the federal permit system under the Clean Water Act for discharges of pollutants to surface waters of the United States. Congress amended the Clean Water Act in 1987 to regulate stormwater. Under the revisions, NPDES Phase II permits are required for municipal stormwater discharges to surface waters.

Nonresidential parcel means a parcel which has been developed for any purpose other than a single-family residence, duplex, triplex, or four-plex and includes, but is not limited to, commercial parcels, industrial parcels, parking lots, hospitals, schools, hotels, offices, churches, governmental parcels and multiple-family dwelling units.

Public works director means the duly appointed director of the city of Cle Elum department of public works or their designee.

Residential parcel means a parcel which has been developed as a single-family residence, a mobile home on a separate parcel, and other parcels where the primary use is residential.

Single-family residence means a parcel which has been developed with a residential structure designated for occupancy by one family or household unit, including mobile homes.

Storm drainage and surface water management means the planning, design, construction, regulation, improvement, repair, maintenance, and operation of facilities and programs relating to stormwater.

Storm drainage and surface water management utility or *stormwater utility* or *utility* means the storm drainage and surface water management utility created by this chapter as it may be amended from time to time.

Stormwater means that portion of precipitation that does not naturally percolate into the ground or evaporate, but flows via overland flow, interflow, pipes and other features of a stormwater drainage system into a defined surface waterbody, or a constructed infiltration facility.

Stormwater control facility means the streams, rivers, ponds, lakes, waterways, groundwater, and functionally related natural and manmade stormwater control facilities that combined constitute the city stormwater control facility.

Stormwater management fund or *fund* means the fund created by this chapter to operate, maintain, and improve the city's stormwater system.

Stormwater and surface water system or *stormwater system* means all properties, interest, physical and intangible rights of every kind or nature owned, held or operated by the city, however acquired, insofar as they contribute to the management of storm or surface water. It shall further include without limitation all such properties, interests and rights acquired by adverse possession or by prescription, directly or through another; in and to the drainage or storage, or both, of storm or surface waters, or both; and through, under, or over lands, landforms, watercourses, sloughs, streams, ponds, lakes and swamps. In each case or instance, their inclusion begins at a point where storm or surface waters first enter the stormwater control facility of the city within the city limits, and ends where storm or surface waters exit from the stormwater control facility of the city, and in width to the full extent of inundation caused by the largest storm or flood condition.

Waiver means that determination by the Public Works Director that a utility customer's property has met the criteria specified in CECC [9.100.120](#) to receive a waiver from paying stormwater fees. Any waiver will require a showing that parcels that meet the specified criteria provide an in-kind service or contribution that offsets the burdens on the stormwater system imposed by the parcels subject to the waiver.

- **13XXX.040 - Funding of storm drainage and surface water management utility.**

Funding for the storm drainage and surface water management utility's services and facilities may include, but not be limited to, the following:

A.

Stormwater user's fees;

B.

Civil penalties and damage assessments imposed for or arising from the violation of this chapter;

C.

Stormwater permit and inspection fees;

D.

Revenue bonds and/or general obligation bonds; and

E.

Other funds or income obtained from federal, state, local or private grants and/or loans.

- **13XXX.050 - Stormwater funds.**

All revenues generated by or on behalf of the stormwater utility shall be deposited in the following stormwater utility funds and used in accordance with state law:

A.

Fund XXX (for operating funds); or

B.

Fund XXX (for capital funds).

The revenue deposited into these funds shall be used only for the purposes of constructing, acquiring, adding to, maintaining, conducting, operating, managing, regulating, and controlling the stormwater system, or to secure the payment of all or any portion of any issue of general obligation bond or revenue bond issued for such purposes, or for other legal purposes consistent with this chapter.

- **13XXX.060 - Operating budget.**

The city council shall adopt an operating budget for the stormwater utility each fiscal year. The operating budget shall set forth for such fiscal year the estimated revenues and the established costs for operations and maintenance, capital improvement projects, and debt service.

- **13XXX.070 - Reserve account.**

An operating and emergency reserve account shall be maintained with the designated funds to provide for cash flow, emergencies and capital improvement project needs in accordance with the city's reserve policy.

- **13XXX.080 - Stormwater user's fees established.**

Except with respect to those parcels that are waived from paying fees as described in CECC**13XXX.120**, the city shall charge and collect from the owner or tenant of each and every developed property in the city a stormwater user's fee, which shall be set in the manner and amount prescribed by this chapter. The purpose of this fee is to fund the storm drainage and surface water management utility.

Prior to establishing or amending user's fees, the city shall advertise its intent to do so by publishing notice in a newspaper of general circulation in the city. The publication date of such advertisement shall meet public notice requirements of local and state laws.

- **13XXX.090 - Equivalent residential unit.**

A.

Establishment. The equivalent residential unit (ERU) is hereby established for purposes of calculating the stormwater user's fee. The ERU is the approximate average square footage of impervious surface area on a single-family residential parcel.

B.

Setting the ERU. The ERU shall be set by the city council from time to time by ordinance or resolution. The ERU is presently set as 3,500 square feet. And was determined through the measurement of the average impervious surface on single-family residential parcels in Cle Elum.

C.

Source of ERU. The city council shall have the discretion to determine the impervious surface area of developed property through property tax assessor's rolls or site examination, mapping information, aerial photographs, and other reliable information.

- **13XXX.100 - Property classification for stormwater user's fee.**

As authorized by chapters 35.67 and 35.92 RCW, the city council finds that variations in land use and impervious surface results in differences in the burdens imposed upon the stormwater system and the costs to serve such parcels. City parcels shall be differentiated

from one another based upon the stormwater burdens imposed and the costs of city stormwater services.

A.

Customer classification. For purposes of determining the stormwater user's fees, owners of all developed parcels in the city are classified into one of the following general classes:

1.

Residential.

2.

Multifamily residential.

3.

Nonresidential.

To reflect the burdens imposed upon the city stormwater system, parcels with facilities deemed to be more industrial or commercial in nature will have fees determined in the same manner as the nonresidential class regardless of the land use codes assigned by the county assessor or city and/or county zoning.

B.

Residential fee. The stormwater fee for residential parcels shall equal the base rate. Condominiums, mobile home parks, and multifamily units shall be assigned one ERU per residential dwelling unit.

C.

Nonresidential fee. Owners of developed nonresidential parcels shall pay a stormwater fee equal to the base rate multiplied by the numerical factor obtained by dividing the estimated total impervious surface area of the parcel by one ERU. The minimum stormwater fee for developed nonresidential parcels shall equal the base rate for residential parcels.

D.

Same—Aerial maps. Nonresidential fees associated with the storm drainage and surface water management utility are based upon measurements taken from scaled aerial maps.

The owner of a parcel subject to this chapter, or other responsible party, who believes the stormwater user's fee is not correct based on an alleged error in billing resulting from

incorrect specification of parcel data, including but not limited to total acreage, estimated impervious surface coverage and land use classification, may appeal the correctness of the fee to the Public Works Director consistent with CECC 13XXX.150.

- **13XXX.110 - Base rate and nonresidential rate calculation.**

The base rate shall be calculated to provide adequate revenues to cover all costs allowable under applicable law that are incurred by the utility. The city council adopts the annual base rate for 2025 as shown which shall be applied equally to residential units of all residential rate classes:

Effective date	Base rate \$/month/ERU
XXXX2025	\$10.00

Nonresidential rate calculation (based upon the 2025 base rate):

Customer ISA	Fee	Effective XXXX2025 monthly rate
Total ISA	$(ISA \div 3500) \times (\$10.00)$	As calculated

The ongoing revenue requirements for the stormwater utility shall be reviewed and the annual base rates shall be adjusted or maintained as needed. The frequency of adjustments to base rates thereafter shall be as required to ensure fair and full funding of the program.

- **13XXX.120 - Adjustments to stormwater user's fees.**

Credits allowed under this section shall not be cumulative. Credits or waivers granted by the finance department will become effective the billing month or cycle following the approval of the credit or waiver. Credits or waivers are not retroactive to current or prior billings and are only in effect for the next billing cycle. Credits or waivers may be in effect for multiple future billing cycles; provided, that ongoing qualifying criteria are met. The engineer will take such time as necessary to process requests for credits or waivers in an orderly fashion, and provide adjustment information to the finance department.

A.

Credit for rainwater harvesting systems. Upon review and approval by the engineer, owners of new or retrofitted commercial/industrial/institutional class buildings that utilize a properly constructed and maintained permissive rainwater harvesting system shall be eligible for a ten percent credit applied toward that portion of their stormwater charge arising from the building upon which the system is used. Customers desiring this credit shall apply to the engineer and shall submit engineering design and operational information as deemed necessary by the engineer to make their evaluation and decision. Rainwater harvesting and beneficial reuse of the runoff is found by the city council to both reduce the burden imposed upon the system by the building by reducing runoff and to also have other beneficial water quality effects such as reduced consumption of potable water.

B.

Reductions for low-income senior citizen and low-income disabled citizen households. Upon submittal of the necessary verification documentation, low-income senior citizen and low-income disabled citizen households receiving relief shall receive a 50 percent credit from the annual fee charged under CECC ~~13XXX~~.110 as currently enacted or hereafter amended. Reductions shall not be retroactive to the current or preceding billing cycle.

C.

Waiver of utility fees for certain property. The Public Works Director shall waive stormwater and surface water utility fees for a parcel falling within the following special categories of property upon a showing that the parcel meets the following applicable criteria for so long as the criteria are met:

1.

Fees shall be waived for city streets and street rights-of-way provided the city road fund shall continue to contribute to the proper operation, maintenance, repair, improvement, and construction of the road drainage system, and shall reimburse the utility for services performed on their behalf.

2.

Fees shall be waived for state of Washington highway rights-of-way, provided the state of Washington cooperates with the utility in the provision of services and maintains, constructs and improves all drainage facilities contained within such rights-of-way as required by the utility in conformance with all utility standards for maintenance, construction and improvement hereafter established by the utility and so far as such

maintenance, construction and improvements shall be achieved at no cost to the utility or to the city.

3.

Fees shall be waived for municipal, county, and state and federal parks, fishing areas, wildlife reserves, public trails and bike paths so long as their owners cooperate with the utility in the provisions of educational services and water quality control efforts. Fees shall be waived to the degree that such property owners offset the costs of the utility to manage the burdens imposed by such parcels. Parks, trails and bike paths have minimal intensity of impervious development and provide opportunities for natural resource education and development of an appreciation for water quality.

4.

Fees shall be waived for all vacant, unimproved parcels. The city council finds that such parcels have no improvements built on them, generate little to no traffic, utilize no chemicals, and are in a natural state, thereby imposing no burden upon the system and receiving no benefit from the utility's services and facilities. Information that a property categorized as vacant or undeveloped is being used otherwise may result in a loss of this waiver.

- **13XXX.130 - Billing procedures and penalties for late payment.**

The charges as herein provided for shall be billed monthly and shall be due and payable by the 25 day of the month. If not paid by the due date, the entire combined utility account shall be deemed delinquent. The owner of contiguous parcels having a single land use within the categories designated in CECC **13XXX.100** may receive a single billing for such parcels.

Collection of delinquencies shall be in accordance with CECC 13.12.080

- **13XXX.140 - Appeals of fees.**

A.

Appeal to the Public Works Director. If an owner of a parcel subject to this chapter, or other responsible party, believes the stormwater user's fee applied to their property is incorrect or otherwise disagrees with the utility rate determination, the owner may appeal the correctness of the fee to the Public Works Director within 30 calendar days of the mailing of the billing for the fee. Such appeals shall be in writing and shall specify the grounds of the appeal and the requested remedy and shall include a deposit sufficient to cover the Public Works Director's cost of review. The Public Works Director may make an

adjustment to the charges consistent with the criteria provided in CECC **13XXX.100** and **13XXX.120**. If the Public Works Director determines that the adjustment does not result in more than a ten percent decrease to the original stormwater user's fee, the applicant shall be responsible for the Public Works Director's cost of review. Applicants shall be refunded the full deposit amount for adjustments that are determined by the Public Works Director to result in more than a ten percent decrease in stormwater user's fees. Decisions of the Public Works Director regarding such appeals shall be final unless appealed to the Public Works Committee in a timely manner in accordance with subsection (B) of this section.

B.

Appeal to the Public Works Committee. The decision of the Public Works Director of an appeal filed in accordance with subsection (A) of this section may be appealed to the Public Works Committee. Such appeal must be in writing and filed with the city clerk within 30 calendar days of the date of the decision of the Public Works Director. The written appeal must specify the grounds of the appeal and request a hearing before the Public Works Committee. The city clerk shall set a time and place for the appeal hearing. At the hearing, the Public Works Committee shall make a final determination regarding the appeal based upon the criteria provided in ECC **13XXX.100** and **13XXX.120**.

NAME (Legal Entity)		DATE	
ADDRESS		CITY	
PREPARED BY		POSITION	
EMAIL		PHONE	
ATTACHMENTS			
(IF UNABLE TO PROVIDE ANY OF THE FOLLOWING DOCUMENTS, PLEASE ATTACH EXPLANATION IN NOTES COLUMN)			
Water: Gross annual revenues 2022-25(YTD) by individual category: wholesale (like Suncadia) / retail (City of Cle Elum customers) / other revenue sources.			
Wastewater: Gross annual revenue: 2022-25(YTD) by individual category: wholesale/retail (City of Cle Elum)/other			
Water Expenses: 2022-25 YTD by individual category: wholesale / retail (Sub categories suchas, labor, outside contracts, power, chemicals, insurance, fees, debt repayment etc.)			
Wastewater Expenses: 2022-25 YTD Water by individual category: wholesale/retail (City of Cle Elum)/other (Sub categories such as, labor, outside contracts, power, chemicals etc.)			
Water: Asset schedules for major assets: (plants, buildings, reservoirs, stations, equipment and systems), in service date, CAPx, estimated life remaining and replacement value.			
Wastewater: Asset schedules for major assets: plants, buildings, lift stations, equipment and systems: In service date, CAPx, estimated life remaining and replacement value.			
Employee list: title / license /full or part time percentage / water, wastewater or both			
Table of contracts or PO's for outside services for 2024, 2025 (estimated): vendor name / services provided / annual projected contract value / Water percent Wastewater percent			
Table of all Wholesale or community contracts: Name / Type (water, wastewater, other defined) / Approximate ERU served by whloesale contract / Projected annual growth rate.			
Table showing City of Cle Elum Water Rights: ID no. GW / Surface / Qa / Qi and major restrictions.			
Current NPDES permit documentation for wastewater treatment plant outfall.			
Water 5 YR forecasted revenue (\$'000)		2025-2029	
Wastewater 5 YR forecasted revenue (\$'000)		2025-2029	
Water 5 YR Capital Spend Forecast (\$'000)		2025-2029	
Wastewater 5 YR Capital Spend Forecast (\$'000)		2025-2029	
5 YR CAPX Forecast for Retail customers benefit for Water (\$'000)		2025-2029	
5 YR CAPX Forecast for Wholesale customers benefit for Wastewater (\$'000)		2025-2029	
Water: Provide table showing Debt; Creditor/Type/Term/Interest/Remaining payment schedule/Purpose.			
Wastewater: Provide table showing Debt; Creditor/Type/Term/Interest/Remaining payment schedule/Purpose.			
Has the City discontinued or expanded service to any service areas in the last 5 years?			
Provide a list of all insurance claims made in the past 5 years. If none simply state N/A			
List of property and major easements for Water/Wastewater / property tax ID no. / acreage / function / conventional name.			
Are there any environmental concerns about any system properties?			
Does the City of Cle Elum own any other systems or have major equipment on another wholesale party's system?			
Water: Drawing P & ID of water treatment facility			
Wastewater Drawing P & ID of wastewater treatment facility			
Water: Map showing city water service area indicate treatment facilities, storage, booster stations . For wholesale water contract service areas show point of supply connection.			
Wastewater: Map showing city wastewater service area. and wholesale contract service area(s). Indicate all City owned lift stations and point of collection for wholesale customers.			
Provide documentation that the City of Cle Elum has the authority to sell, in whole or in part, assets or interest, in the water and wastewater plants, buildings, equipment, distribution etc.			
Provide latest Master Plan for both water and wastewater utilities.			

Notes