

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

City Council
Agenda
September 23, 2025
6:00 PM



119 W FIRST STREET
CLE ELUM, WA 98922

MAYOR
MATTHEW LUNDH

MAYOR PRO TEM
STEVEN HARPER

CITY COUNCIL
CASSIDY BUECHLE - CURTIS
BETH WILLIAMS
JERRED WEIS
KEN RATLIFF
STEVEN COOK
AUDREY MALEK

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, and Roll Call**
 - a. September 23, 2025, Sign In Sheet
2. **Executive Session RCW 42.30.110(1)(i)**
 - a. (i) To discuss with legal counsel representing the agency matters relating to agency enforcement actions, or to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party.
 - b. September 23, 2025, Executive Session Script
3. **Public Comment – Limited to 5 Minutes**
4. **Announcements, Appointments, Awards & Recognition**
 - a. Outstanding Treatment Plant Award, by Department of Ecology - Mayor Lundh
5. **Approval of Meeting Agenda**
6. **Consent Agenda**

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

 - a. September 9, 2025, Council Meeting Minutes
 - b. September 23, 2025, Payables \$539,509.87
 - c. Progress Estimate No. 3 Second Street Roundabout Interwest Construction \$3,325.00

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7. **Department Head Reports**

City Administrator, Public Works, Police Chief, Assistant Librarian

- a. Rob Omans, City Administrator
August 2025 Budget Report
- b. Mathew Bailey, Public Works Director
- c. Rich Albo, Police Chief
- d. Amy Pridemore, Assistant Librarian

8. **Public Appearances – 15-Minute Limit**

- a. Mel Babik - Kittitas Conservation Trust Hanson Pond Update
[Design Link](#)
- b. Jordan Peterson, Downtown Association
- c. Shasta Marion, Cle Elum Visitor Center

9. **Business Requiring Public Hearings**

- a. Vaping & Smoking Paraphernalia Retail Emergency Moratorium - Colleda Monick, Planner

10. **Unfinished Business**

11. **New Business**

- a. Resolution 2025-020 Vaping & Smoking Paraphernalia Retail Moratorium - Colleda Monick, Planner
- b. Resolution 2025-019 Kittitas County Hazard Mitigation Plan - Colleda Monick, Planner
- c. Bullfrog Flats - Memorandum of Understanding re: Water Rights - Ben Annen, HLA
- d. Office of Firearm Safety & Violence Prevention Federal Grant - Rich Albo, Police Chief
- e. Interlocal Aid Agreement Between the City of Cle Elum and Kittitas County Fire District #7 - Ed Mills, Fire Chief
- f. Cle Elum Municipal Airport Lease Cody Sriver - Mathew Bailey, Public Works Director
- g. Labor Mountain Fire Camp Purchase Agreement - Mathew Bailey, Public Works Director
- h. Resolution 2025-021 Fee Schedule - Steven Cook, Councilmember
- i. Kittitas County Public Facilities District Partnership Support - Mayor Lundh

12. **Report of Committees**

- a. Public Works & Community Development
- b. Public Safety & Health
- c. Lodging Tax & Events
- d. General Government
- e. Coal Mines Trail

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- f. Washington Collaborative Elected Leaders Institute (WA-CELI) - Mayor Lundh, Councilmembers Buechel-Curtis and Cook

13. **Councilmember Comments - Limited to 5 Minutes**
14. **Mayor's Report**
15. **Adjourn**

Upcoming Meetings:

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

Planning Commission Meeting: September 30, 2025 @ 6:00 p.m.

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.

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

Regular Council Meeting: October 14, 2025 @ 6:00 p.m.

Public Safety & Health Committee Meeting: October 15, 2025 @ 2:00 p.m.

Historical Preservation Commission Meeting: October 21, 2025 @ 3:00 p.m.

City of Cle Elum Council Meeting

September 23, 2025, 6:00 p.m.

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

Please sign in:

Name	Address	PLEASE PROVIDE EMAIL ADDRESS IF YOU WANT COUNCIL'S RECOMMENDATION MAILED TO YOU
✓ Rhonda Holden	206 N 1st Roslyn	
✓ Myrle Blodgett Elensburg		
Larry Stauffer	2661 Lower 20th St Rd	
✓ Robert Merkel	2141 Whose Road Cle Elum	
and Bahr	KCF	
Robert Boyd	290 Shamrock Ln W	
✓ Dawn Boyd	706 W. 3rd St A, Cle Elum	
✓ Hilary Jensen	211 1st St Cle Elum	
Holly Robbins	Bright & Day 213 E 1st St?	

EXECUTIVE SESSION SCRIPT

Date: 9/23/25 Starting Time: 6:05 p.m.

"The city council will now meet in executive session for a period of 30 minutes to discuss to discuss with legal counsel representing the agency matters relating to agency enforcement actions or to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become a party per RCW 42.30.110(1)(i)."

(Identify the RCW that applies)

"The council is/not expected to take final action following the executive session."

If an extension is required, the mayor/presiding officer emerges from the room in which the session is being held and makes the following announcement:

(Time: 6:35 a.m. / p.m.)

"The council is extending the executive session for a period of 15 minutes, until 6:55 a.m. / p.m."

(Ending Time: 6:55 a.m. / p.m.)

Note: The city council may hold executive sessions from which the public may be excluded, for those purposes set forth in [RCW 42.30.110](#). Before convening an executive session, the mayor/presiding officer must announce the purpose of the session and the anticipated time when the session will be concluded. Should the session require more time, a public announcement shall be made that the session is being extended.

Give this form to the city clerk upon completion.

CLE ELUM CITY COUNCIL
MINUTES
SEPTEMBER 9, 2025
6:00 PM
119 W FIRST STREET
CLE ELUM, WA 98922

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

Cassidy Buechle-Curtis-present
Ken Ratliff - present
Beth Williams - present via zoom
Steven Harper - present
Jerred Weis - absent
Steven Cook - present
Audrey Malek - present

Matthew Lundh - Mayor
Rob Omans - City Administrator
Debbie Lee - Clerk
Colleda Monick - Planner
William La Rue - Water/Wastewater Manager
Mathew Bailey - Public Works Director
Ed Mills - Fire Chief
Rich Albo — Police Chief

MOTION: Councilmember Harper made a motion to excuse the absence of Councilmember Weis; seconded by Councilmember Cook.
MOTION CARRIED: 6 yes 0 no.

2. Public Comment – Limited to 5 Minutes

a. September 9, 2025, Sign In Sheet

John "Jack" Carlson stated that the Senior Center provides resources and a refuge for citizens. He is happy that the Senior Center is available for him.

Cherie Tourangean is speaking on behalf of the Friends of Deer Meadows, and they have filed an appeal against Wildwood Development. They stated the process was not followed.

Jered Sluman would like to see a martial arts gym located in Cle Elum. He also has concerns about the security at the local school.

3. Announcements, Appointments, Awards & Recognition

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- a. [2025 National Senior Center Month Proclamation — Matthew Lundh, Mayor](#)

Mayor Lundh read aloud the 2025 National Senior Center Month Proclamation and presented it to Lori Nevin, the director of the Senior Center. Mayor Lundh encouraged everyone to visit the senior center.

4. Approval of Meeting Agenda

MOTION: Councilmember Harper made a motion to amend the agenda as presented by adding Coal Mines Trail under Report of Committees and removing item 10 d Resolution 2025-018 from the agenda; seconded by Councilmember Cook.

MOTION CARRIED: 6 yes 0 no.

5. Consent Agenda

MOTION: Councilmember Harper made a motion to approve the consent agenda; seconded by Councilmember Cook.

MOTION CARRIED: 6 yes 0 no.

- a. [August 12, 2025, City Council Meeting Minutes](#)
- b. [August 26, 2025, Payables \\$344,027.59](#)
- c. [September 9, 2025, Payables \\$205,358.42](#)
- d. [September 5, 2025, Payroll Vouchers \\$344,533.93](#)

6. Department Head Reports

- a. [Rob Omans, City Administrator](#)

See attached report.

- b. [Colleda Monick, Planner](#)

See attached report.

Colleda explained the Wildwood Development application process.

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Whole Health pharmacy is moving into the old Cle Elum pharmacy. This takes time with state licensing requirements.

c. [Mathew Bailey, Public Works Director](#)

See attached report.

Mathew met with Bullfrog Flats Apartment builders and had a pre-construction meeting. They are planning on doing the sewer and water tie-ins in the next few weeks.

The council had concerns about why the striping did not happen sooner. It was explained that their schedule was full and there was a small weather delay.

Councilmember Cook thanked Mathew Bailey for the tour of Bullfrog Flats.

d. [Rich Albo, Police Chief](#)

See attached report.

Councilmember Harper asked if there was a policy for flying police drones. Chief Albo explained that they are working on having a policy in place prior to flying the drones.

e. [Ed Mills, Fire Chief](#)

See attached report.

Ed gave a slide-show presentation of the Lower Sugar Loaf fire in Chelan County that Jacob and Kaylee were on.

Mayor Lundh thanked them for their efforts.

f. [William LaRue, Water/Wastewater Manager](#)

See attached report.

Councilmember Ratliff noted that there is less influent this year than last year from looking at the report.

7. **Public Appearances – 15-Minute Limit**

a. [Economic Development Interlocal Agreement Presentation — Cory Wright, County Commissioner](#)

See attached reports.

Rob Ogburn, County Commissioner Cory Wright, Brian Elliot and Heidi Baron all spoke regarding the Economic Development Interlocal Agreement. They discussed how creating

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capacity and managing growth and partnership with the communities is critical to success. In the future, the city will be asked to sign a letter committing to working together on economic development.

b. Kittitas Community Recreation Center Update — Paul Kantwill & Gary Berndt

Paul Kantwill is part of the leadership of the Upper Kittitas County Recreation Center Alliance. This project has been worked on for more than five years. The Alliance has enjoyed the city's support of this project and are grateful. There has been a lot of public and political support. This is a shovel-ready project. The Alliance is giving this update because the mechanism that was proposed previously by which they would fund and build the center has changed. Discussion was had that they would adopt a partial-county Public Facilities District. The plan was endorsed by state representatives. Their support did not run out but time did. Because of this, the committee amended their strategy and are now using existing legislative structures to fund the construction of the Recreation Center. They are proposing the immediate formation of a County-wide Public Facilities District and the subsequent formation of a Metropolitan Parks District. The PFD would create a municipal corporation and independent taxing authority to fund the operations of the Center and would require no changes to the law. The MPD when created, would allow for raising the revenue to construct the facility. This approach is legally sound, and the Alliance has consulted with the state's greatest municipal law experts, who agree. Currently, they have the support of Roslyn and South Cle Elum. They have been working closely with the City of Ellensburg and the Council voted unanimously in support of a motion approving the continuance of partnership discussions to explore development of a County-wide Public Facilities District to fund recreational facilities in Ellensburg and Cle Elum/Roslyn. Ellensburg has only talked about needing a field house and swimming pool.

c. County Lodging Tax Advisory Committee Small Capital Grant RFP - Jessica Karraker

Jessica Karraker was looking for feedback regarding the County Lodging Tax Advisory Committee Small Capital Grant process. The committee is talking about having some funds available outside the normal session and only offer to communities who did not receive funds previously. The City of Cle Elum could potentially be ineligible since the Horse Park and the UKC Rec Center have received funding.

Councilmember Williams inquired if this would be available to business owners who have had to remove their awnings for the Downtown Revitalization Project. These funds are only available for capital projects. They are exploring some grant options for tourists and businesses as well.

8. Business Requiring Public Hearings

a. Vaping & Smoking Paraphernalia Retail Emergency Moratorium — Colleda Monick, Planner

The public hearing opened at 7:41 p.m. and closed at 8:04 p.m.

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Jessica Cranefield is opposed to having the vape shop across from the teen center.

Catherine Crowley is a volunteer at the teen center. She feels this teen center is good for the community and building a healthier community and is opposed to the proposed location.

Lori Nevin volunteers at the teen center and has seen young people from grade school through high school. She has seen many finish school and contribute to the community and does not want to see this type of business in Cle Elum.

Henry Abdel has 30 vape shops and follows all state laws. He wants the community to know that he respects the community and wants to be a good neighbor.

Ethan Bator stated he believes the location exposes people to vaping and smoking paraphernalia.

Dawn Bass believes that the signs and lights across from the teen center will make it more intriguing for the kids that attend the center.

Tiffany Hawkins stated she is a parent and a mental health therapist and believes this business does not belong in Cle Elum.

Councilmember Buechle Curtis wanted to thank the public for all of their comments and has concerns about the regulation of kratom.

Councilmember Ratliff appreciated all the public comments.

Councilmember Harper stated the council will continue to enforce the current resolution and is seeking legal advice, so the citizens are informed.

The public hearing will continue on September 23, 2025, at 6:00 p.m.

9. Unfinished Business

10. New Business

- a. [Cle Elum Property Lease Agreement with Kuney Construction — Mathew Bailey, Public Works Director](#)

Mathew Bailey informed the council that this is similar to the previous lease Kuney had signed, but this is a smaller area and will only be needed for 2 months and will be storing beauty bark and topsoil. He recommends the council approve the Mayor to sign the lease.

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Discussion was had about how bright the lights were during the last lease. Did they need electricity? Was the property cleaned up after the first use? Mathew stated that they do not need electricity and this is a short lease as they are finishing up the project and the last lease they returned the property in better shape than when they started.

MOTION: Councilmember Harper made a motion to table the lease agreement with Kuney Construction; seconded by None.

MOTION FAILED: 0 yes 0 no.

MOTION: Councilmember Ratliff made a motion to have the Mayor sign the lease agreement with the changes of adding an end date of November 15, 2025; seconded by Councilmember Williams.

MOTION FAILED: 4 yes 2 no.

Councilmember Harper would like a poll vote:

Councilmember Buechle-Curtis — yes

Councilmember Ratliff — yes

Councilmember Williams — yes

Councilmember Harper — no

Councilmember Cook - no

Councilmember Malek — yes

b. [Water & Wastewater Contract/Staffing — Mathew Bailey, Public Works Director](#)

Mathew Bailey has discussed this with the Public Works & Community Development Committee, and he recommends the Council not to renew the Veolia contract that ends in December 2025. He recommends that the City of Cle Elum take back the management of the water and wastewater facilities. There are job descriptions on the next agenda item and the city will start that process, so there is time to get things completed prior to the new year. There will be some training with the new employees prior to the contract ending. 4 full-time positions will be advertised.

Discussion was had that this was something that was doable and would save the city about \$280,000 per year.

MOTION: Councilmember Harper made a motion to approve both items under New Business A & B to not renew the Veolia Contract that ends in December and develop an in-house management transition plan and approve the job descriptions; seconded by Councilmember Malek.

MOTION CARRIED: 6 yes 0 no.

c. [Water, Wastewater, Operations Manager, Job Descriptions Discussion — Mathew Bailey, Public Works Director](#)

Approved with one motion on item B. under New Business.

d. [Resolution 2025-018 Establishing An Advisory Committee for Planned City Park Bullfrog Flats Development — Steven Cook, Councilmember](#)

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Removed from the agenda.

11. Report of Committees

a. Public Works & Community Development

Councilmember Ratliff reported that the council has just approved some of the topics that were heard at the last Public Works & Community Development Committee meeting. Gary Berndt presented a proposal regarding Flag Pole park and how Cle Elum Rotary would like to take over some of the upkeep. He will talk with other Rotary members and come back with a plan. The UKC Baseball agreement is not quite ready but very close. Lastly, there was a customer who had concerns about their utility bill and the classification of the new sewer rates and wanted to know the options for lowering his billing.

The committee is also discussing adding a stormwater fee to the utility bills, possibly adding \$10 for residential users and commercial users would be based on the amount of ERU's.

b. Public Safety & Health

Councilmember Buechle-Curtis reported that Public Works and the Volunteer Fire Department are still working on a plan to inspect the fire hydrants.

c. Lodging Tax & Events

Councilmember Cook reported that there is a Lodging Tax & Events Committee meeting tomorrow and they are working on Event Permitting.

d. General Government

Councilmember Harper apologized for the delay in coordinating the updates to the code with city legal. There should be information available by the next meeting.

e. Coal Mines Trail

Councilmember Malek reported that there will be a meeting on September 30, 2025, from 5:00–7:00 p.m. at the Roslyn Masonic Lodge to discuss the interpretive signs that will be placed along the Coal Mines Trail and encourages everyone to attend. For the City of Cle Elum, they want to install the sign along the back of the park structure at the trailhead.

The Coal Mines Trail committee also wanted to apply for a T-Mobile grant to help cover the cost of the drinking fountain installation. They will need an estimate for this. The committee is also requesting a letter of support for this grant from the City of Cle Elum.

12. Councilmember Comments - Limited to 5 Minutes

Councilmember Harper talked with a Trailside representative regarding the placement of the sandwich board signs, and he clarified the proper placement with him.

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Councilmember Harper wanted to reconsider his previous motion regarding approving the absence of Councilmember Weis.

MOTION: Councilmember Harper made a motion to rescind his earlier motion to excuse Councilmember Weis; seconded by Councilmember Cook.

MOTION CARRIED: 5 yes 1 no (Councilmember Ratliff)

MOTION: Councilmember Harper made a motion to not excuse the absence of Councilmember Weis; seconded by Councilmember Cook.

MOTION CARRIED: 5 yes 1 no (Councilmember Ratliff)

Discussion was had about the benefits of zoom and the consequences of having three unexcused absences from council meetings. Consideration of calling in is helpful, and Zoom is always available.

13. Mayor's Report

Mayor Lundh reported on COG grants and how they have been reorganized from previous years. HLA assisted the city with writing 2 grant applications submitted to COG, and they scored #2 and #3 and the city was awarded both grants. These grants are for resurfacing First & Oaks and upgrading Railroad Ave and creating a truck route.

There is a 9/11 Remembrance located at District 7 firehouse at 9:00 a.m.

The Pangrazi award is now open for nominations until September 25, 2025. The General Government is the committee that oversees this award.

There is a Committee of the Whole meeting tomorrow at 6:00 p.m. to discuss the preliminary 2026 budget. This meeting is open to the public.

A settlement conference is scheduled for October 21, 2025. This is a mediation with the judge regarding the City Heights bankruptcy.

14. Executive Session RCW 42.30.110(g)

a. [RCW 42.30.110\(g\) To evaluate the qualifications of an applicant for public employment or to review the performance of a public employee.](#)

b. [Executive Session Script](#)

The council went into Executive Session to discuss RCW 42.30.110(g) at 9:15 p.m. for 10 minutes. The council returned at 9:25 p.m. and extended the session for another 10 minutes.

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The council returned from Executive Session at 9:35 p.m. with no decision made.

15. Adjourn

The Council Meeting was adjourned at 9:35 p.m.

Matthew Lundh, Mayor

Debbie Lee, Clerk

CHECK REGISTER

City Of Cle Elum

Time: 17:51:46 Date: 09/17/2025

09/10/2025 To: 09/23/2025

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
3995	09/10/2025	Claims	1	EFT	Inland Networks	30.00	Police Dept alarm monitoring
3997	09/10/2025	Claims	1	EFT	BoxCast Inc.	204.81	8/1 to 8/31 archived storage
3999	09/10/2025	Claims	1	EFT	Xpress Bill Pay	690.84	August merchant fees
4000	09/10/2025	Claims	1	EFT	WA State Dept of Licensing	90.00	Gun permits 1134-1138
4039	09/10/2025	Claims	1	EFT	Cintas Corporation	848.47	Public works uniforms, mats, towels, gloves
4040	09/10/2025	Claims	1	EFT	American Express	61.54	Merchant fees for August
4041	09/10/2025	Claims	1	EFT	Reserve Account Pitney Bowes Bank Inc.	2,000.00	City postage
4047	09/11/2025	Claims	1	EFT	Umpqua Bank	12,108.73	August visa charges Police \$98.46, Fire Department \$258.38, Public Works \$2,414.20, library \$107.22, Police #9,018.55, City Admin \$211.92
4048	09/10/2025	Claims	1	EFT	U.S. Cellular	22.74	Cell bills -- Admin/Fire/Public Works less credit
4057	09/11/2025	Claims	1	EFT	City of Cle Elum	10,856.01	Aug 2025 w/s use:- Police, Fire, City Hall, Water plant, Public works, library, bathrooms, rentals
4088	09/15/2025	Claims	1	EFT	Kittitas County P.U.D. #1	559.89	PUD electric August 2025
4129	09/17/2025	Claims	1	EFT	Methodworks	1,027.77	City Hall computer for Council/Clerk
4131	09/17/2025	Claims	1	EFT	WA State Dept of Licensing	147.00	Gun Permits 1139 to 1147
4136	09/17/2025	Claims	1	EFT	Cintas Corporation	244.19	Public works towels/uniforms/rugs 9/9
4137	09/17/2025	Claims	1	EFT	Govdeals.com	25,200.00	Purchase through govdeals.com a 2008 Ford F450 Snow Plow Truck with Dump Bed VIN #1FDXF47R28FF13105
4138	09/17/2025	Claims	1	EFT	Puget Sound Energy	226.40	Aug 2025 -- First St & Pennsylvania Street Lights #0910
4139	09/17/2025	Claims	1	EFT	Puget Sound Energy	53.94	Aug 2025 -- 1009 E Third St - natural gas #8160
4140	09/17/2025	Claims	1	EFT	Puget Sound Energy	6,960.54	Aug 2025 Gas and Electric-- city hall, library, police, fire, parks, street lights, shop, restrooms, old water plant, chlorinator, cemetery, city hall
4143	09/17/2025	Claims	1	EFT	Methodworks	1,027.77	Fire Dept computer
4144	09/23/2025	Claims	1	47864	Abadan	17.20	Police Dept copier usage 8/2 to 9/1
4145	09/23/2025	Claims	1	47865	Jane Agar	270.00	Library cleaning August
4146	09/23/2025	Claims	1	47866	Canon Financial Services, Inc.	623.61	City hall copier lease 9/1 to 9/30; Copier lease -- public works and library 9/1 to 9/30
4147	09/23/2025	Claims	1	47867	Central Cleaning	640.00	Cleaning city hall 9/15, shop 9/9 and 9/16, police 8/29, 9/11, 9/18, fire dept 8/29 and 9/12
4148	09/23/2025	Claims	1	47868	Cle Elum Farm and Home	400.44	Fire Dept Acct 24 -- station 51 supplies trash bags, drum liner, batteries; City Acct 22 -- hose, adapter coupler, pine power cleaner, nozzle, water bottles 24pk, cemetery grass seed, line trimr, black
4149	09/23/2025	Claims	1	47869	Cle Elum Hardware	78.47	Fire Dept Acct 103 - Hex bush, quick coupler, bypass lopper
4150	09/23/2025	Claims	1	47870	Consolidated Supply Co.	2,389.93	Water meter supplies and credit

CHECK REGISTER

City Of Cle Elum

09/10/2025 To: 09/23/2025

Time: 17:51:46 Date: 09/17/2025

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
4151	09/23/2025	Claims	1	47871	Steven Cook	172.70	WA CELI Tacoma Session perdiem \$39 and mileage AWC
4152	09/23/2025	Claims	1	47872	ECONorthwest	3,300.00	Professional Services August 1-August 31, 2025 Fiscal Mitigation Monitoring Bullfrog Flats/Blue Fern
4153	09/23/2025	Claims	1	47873	HLA Engineering and Land Surveying, Inc.	222,536.73	Engineering Fees for August -- DOT/TIB/COG First Street Grant; Engineering Fees for August -- DOC Climate Element Grant; Engineering Fees for August -- DOT First St and Oakes Grant; Engineering Fees f
4154	09/23/2025	Claims	1	47874	Harvest Valley Pest Control	162.45	9/8 pest control/city hall -- acct. #7783
4155	09/23/2025	Claims	1	47875	Huntington National Bank	3,663.05	Police Dept Camera Lease x 4; Police Dept Camera Lease x 11
4156	09/23/2025	Claims	1	47876	Interwest Construction Inc	3,325.00	TIB Grant Roundabout Progress Estimate #3
4157	09/23/2025	Claims	1	47877	James Oil Company	1,050.83	Public works fuel 9/1-9/15; Police Dept fuel 9/1 to 9/15; Fire Dept fuel 9/1-9/15
4158	09/23/2025	Claims	1	47878	Jerrold's	81.21	Bath tissue 96ct
4159	09/23/2025	Claims	1	47879	Kittcom	41,530.95	4th Qtr Fire Dispatch services; Police Dept 4th Qtr Dispatch Services
4160	09/23/2025	Claims	1	47880	Kittitas County Public Works	75,796.59	June and July 2025 crack fill and chipseal not including rental costs TIB Grant
4161	09/23/2025	Claims	1	47881	Kittitas County Solid Waste	16.00	Public works garbage 9/8 Park
4162	09/23/2025	Claims	1	47882	Mario M Magnotti	49.96	Police Dept employee magazine equipment Magnotti
4163	09/23/2025	Claims	1	47883	Tonya Morrey	53.72	1135.0 - 105 ESECONDD ST Refund
4164	09/23/2025	Claims	1	47884	Mountain Auto Parts	826.05	Fire Dept Acct 2388 -- BK control; Police Dept Acct 2387 -- PD oil change; City/Public Works Acct 2385-- Fleet oil change, Line terminator hose, 07 Freight west coast mirror, cemetery spark plug, lamp
4165	09/23/2025	Claims	1	47885	Northern Kittitas County Tribune	755.00	Fall cleanup 2nd run; Fall clean up first run; Ordinance 1703
4166	09/23/2025	Claims	1	47886	PacWest Machinery LLC	1,661.96	Sweeper repair/motor, hub, fan
4167	09/23/2025	Claims	1	47887	Pape Machinery	1,010.68	Parks/brakes and cable
4168	09/23/2025	Claims	1	47888	Storey Service Station	515.09	Fire Dept fuel August
4169	09/23/2025	Claims	1	47889	Stryker Sales LLC	2,296.27	Fire dept battery pack option and power kit 120v
4170	09/23/2025	Claims	1	47890	Suncadia	110,264.00	Sewer capital reimbursement -- 4240 Bullfrog Apartments #2025-037 Building A and #2025-038 Building B.
4171	09/23/2025	Claims	1	47891	WA State Dept of Transportation	3,661.34	Police Dept fuel/August
					511 Legislative	755.00	
					513 Executive	172.70	
					514 Financial, Recording & Elections	160.00	
					518 Centralized Services	6,090.07	
					521 Police Department	50,314.24	
					522 Fire Department	14,516.32	

CHECK REGISTER

City Of Cle Elum

09/10/2025 To: 09/23/2025

Time: 17:51:46 Date: 09/17/2025

Page: 3

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			536 Cemetery			1,649.88	
			558 Planning & Community Devel			15,263.00	
			559 Housing & Community Develop			2,073.00	
			572 Libraries			1,242.24	
			576 Park Facilities			7,871.88	
			594 Capital Expenditures			5,645.50	
		001	Current Expense/General Fund			105,753.83	
			518 Centralized Services			902.00	
		002	UKC Recreation Center			902.00	
			542 Streets - Maintenance			6,135.58	
			543 Streets Admin & Overhead			2,170.27	
			591 Debt Service - Principal Repayment			160.93	
			595 Capital Expenditures- Streets			25,446.14	
		101	Street Fund			33,912.92	
			595 Capital Expenditures- Streets			81,639.46	
		102	TIB Complete Streets Grant			81,639.46	
			521 Police Department			990.94	
		104	Police 3/10's Sales Tax Fund			990.94	
			558 Planning & Community Devel			84,390.25	
		131	Blue Fern DA # 2002-01 CRA 2024-01,03			84,390.25	
			558 Planning & Community Devel			5,635.00	
		132	Wildwood Ranch DA #2024-001 CRA 2024-02			5,635.00	
			558 Planning & Community Devel			3,371.50	
		140	Teanaway Court/Hopesource Devel. Fund			3,371.50	
			340 Charges For Goods & Services			20.77	
			534 Water Utilities			11,293.49	
		401	Water Fund			11,314.26	
			340 Charges For Goods & Services			12.75	
			537 Garbage & Solid Waste			53.81	
		402	Garbage Fund			66.56	
			546 Airports, Port, Terminal			150.47	
		403	Airport Fund			150.47	
			534 Water Utilities			618.01	
			594 Capital Expenditures			13,356.00	
		404	Water Regional Fund			13,974.01	
			340 Charges For Goods & Services			20.20	
			535 Sewer			121,754.38	
		409	Sewer Fund			121,774.58	
			535 Sewer			68.50	
			594 Capital Expenditures			11,844.00	
		410	Sewer Regional Fund			11,912.50	
			594 Capital Expenditures			63,484.59	

CHECK REGISTER

City Of Cle Elum

Time: 17:51:46 Date: 09/17/2025

09/10/2025 To: 09/23/2025

Page: 4

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
		413 Sewer Capital Reserve Fund				63,484.59	
		580 Non Expenditures				237.00	
		699 State Agency Fund 380/580				237.00	
							Claims: 539,509.87
		* Transaction Has Mixed Revenue And Expense Accounts				539,509.87	

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

Jerred Weis Date _____

Steven Harper Date _____

Audrey Malek Date _____



September 10, 2025

City of Cle Elum
119 West 1st Street
Cle Elum, WA 98922

Attn: Matthew Lundh, Mayor

Re: City of Cle Elum
Second Street Roundabout
HLA Project No. 23042
TIB Project No. 6-E-930(007)-1
Progress Estimate No.03

Dear Mayor Lundh:

Enclosed is Progress Estimate No. 03 for work performed by Interwest Construction Inc, through August 31, 2025, in connection with their contract on the above referenced project. The amount due the Contractor of \$3,325.00 is net after retainage, per the contract documents.

Submission of Certified Payrolls for Interwest Construction Inc, and subcontractors are not required for review. Our office has reviewed Certified Payroll Reports for verification of accurate payment of force account work and compliance with Washington State prevailing wage law.

We recommend this Progress Estimate be considered and approved by the City of Cle Elum.

Please contact our office if you have questions or if we may provide additional information.

Sincerely,

A handwritten signature in blue ink, appearing to read "WBC", is written over a horizontal line.

Brad Cooper, PE

WBC/jdb

Enclosures

Copy: Mathew Bailey, Debbie Lee, Robin Newcomb, Rob Omans (City of Cle Elum)
Jesse Chavez, Max Sanchez (Interwest Construction Inc.)
Taylor Denny, Angie Ringer, Keegan Lacoursiere (HLA)

CONSTRUCTION PROGRESS ESTIMATE**Second Street Roundabout****CITY OF CLE ELUM****119 WEST 1ST STREET****CLE ELUM, WA 98922****TO:** Interwest Construction Inc

609 North Hill Blvd.

Burlington, WA 98233

HLA PROJECT NO.: 23042**TIB PROJECT NO.** 6-E-930(007)-1**PROGRESS ESTIMATE NO.:** 3**FROM:** Aug. 01, 2025**TO:** Aug. 31, 2025

BID ITEM NO.	DESCRIPTION	UNIT	CONTRACT TOTAL (Contract + COs)			TOTAL WORK TO DATE		PREVIOUS PAID		AMOUNT DUE NOW (Total - Previous)		PERCENT CONTRACT COMPLETE
			QTY	UNIT PRICE	COST	QTY	COST	QTY	COST	QTY	COST	
1	Minor Change	FA	1	\$ 20,000.00	\$ 20,000.00	0.95	\$ 18,920.82	0.95	\$ 18,920.82	0	\$ -	95%
2	Mobilization	LS	1	\$ 49,000.00	\$ 49,000.00	1	\$ 49,000.00	1	\$ 49,000.00	0	\$ -	100%
3	Project Temporary Traffic Control	LS	1	\$ 63,500.00	\$ 63,500.00	1	\$ 63,500.00	1	\$ 63,500.00	0	\$ -	100%
4	Clearing and Grubbing	LS	1	\$ 2,750.00	\$ 2,750.00	1	\$ 2,750.00	1	\$ 2,750.00	0	\$ -	100%
5	Removal of Structures and Obstructions	LS	1	\$ 6,000.00	\$ 6,000.00	1	\$ 6,000.00	1	\$ 6,000.00	0	\$ -	100%
6	Unclassified Excavation Incl. Haul	CY	380	\$ 65.00	\$ 24,700.00	395.10	\$ 25,681.50	395.10	\$ 25,681.50	0	\$ -	104%
7	Crushed Surfacing Base Course	TON	530	\$ 47.00	\$ 24,910.00	574.50	\$ 27,001.50	574.50	\$ 27,001.50	0	\$ -	108%
8	Planing Bituminous Pavement	SY	1,720	\$ 6.25	\$ 10,750.00	1,720	\$ 10,750.00	1,720	\$ 10,750.00	0	\$ -	100%
9	HMA Cl. 1/2-Inch PG 64H-28	TON	250	\$ 180.00	\$ 45,000.00	409.56	\$ 73,720.80	409.56	\$ 73,720.80	0	\$ -	164%
10	Adjust Manhole	EA	2	\$ 530.00	\$ 1,060.00	2	\$ 1,060.00	2	\$ 1,060.00	0	\$ -	100%
11	Adjust Catch Basin	EA	1	\$ 530.00	\$ 530.00	1	\$ 530.00	1	\$ 530.00	0	\$ -	100%
12	Adjust Valve Box	EA	4	\$ 530.00	\$ 2,120.00	4	\$ 2,120.00	4	\$ 2,120.00	0	\$ -	100%
13	Abandon Water Valve	EA	3	\$ 600.00	\$ 1,800.00	3	\$ 1,800.00	3	\$ 1,800.00	0	\$ -	100%
14	Inlet Protection	EA	6	\$ 103.00	\$ 618.00	6	\$ 618.00	6	\$ 618.00	0	\$ -	100%
15	Silt Fence	EA	40	\$ 8.15	\$ 326.00	40	\$ 326.00	40	\$ 326.00	0	\$ -	100%
16	Landscape Restoration	FA	1	\$ 10,000.00	\$ 10,000.00	0.71	\$ 7,078.25	0.71	\$ 7,078.25	0	\$ -	71%
17	Cement Conc. Traffic Curb and Gutter	LF	20	\$ 68.00	\$ 1,360.00	20	\$ 1,360.00	20	\$ 1,360.00	0	\$ -	100%
18	Cement Conc. Traffic Curb	LF	126	\$ 59.00	\$ 7,434.00	134	\$ 7,906.00	134	\$ 7,906.00	0	\$ -	106%
19	Roundabout Cement Conc. Curb and Gutter	LF	480	\$ 64.00	\$ 30,720.00	480	\$ 30,720.00	480	\$ 30,720.00	0	\$ -	100%
20	Roundabout Truck Apron Cement Conc. Curb and Gutter	LF	270	\$ 64.00	\$ 17,280.00	270	\$ 17,280.00	270	\$ 17,280.00	0	\$ -	100%
21	Roundabout Splitter Island Nosing Curb	EA	4	\$ 560.00	\$ 2,240.00	4	\$ 2,240.00	4	\$ 2,240.00	0	\$ -	100%
22	Flexible Guide Posts	EA	10	\$ 350.00	\$ 3,500.00	10	\$ 3,500.00	0	\$ -	10	\$ 3,500.00	100%
23	Pigmented Cement Conc. Splitter Island	SY	200	\$ 126.00	\$ 25,200.00	200	\$ 25,200.00	200	\$ 25,200.00	0	\$ -	100%
24	Pigmented Cement Conc. Truck Apron	SY	200	\$ 145.00	\$ 29,000.00	200	\$ 29,000.00	200	\$ 29,000.00	0	\$ -	100%
25	Cement Conc. Crosswalk Refuge Area	SY	50	\$ 94.50	\$ 4,725.00	50	\$ 4,725.00	50	\$ 4,725.00	0	\$ -	100%
26	Cement Conc. Sidewalk 4-Inch Thick	SY	50	\$ 99.00	\$ 4,950.00	59.70	\$ 5,910.30	59.70	\$ 5,910.30	0	\$ -	119%

CONSTRUCTION PROGRESS ESTIMATE

Second Street Roundabout

CITY OF CLE ELUM
119 WEST 1ST STREET
CLE ELUM, WA 98922

HLA PROJECT NO.: 23042
TIB PROJECT NO. 6-E-930(007)-1
PROGRESS ESTIMATE NO.: 3
FROM: Aug. 01, 2025 TO: Aug. 31, 2025



BID ITEM NO.	DESCRIPTION	UNIT	CONTRACT TOTAL <i>(Contract + COs)</i>			TOTAL WORK TO DATE		PREVIOUS PAID		AMOUNT DUE NOW <i>(Total - Previous)</i>		PERCENT CONTRACT COMPLETE
			QTY	UNIT PRICE	COST	QTY	COST	QTY	COST	QTY	COST	
27	Cement Conc. Curb Ramp	EA	3	\$ 3,600.00	\$ 10,800.00	3	\$ 10,800.00	3	\$ 10,800.00	0	\$ -	100%
28	Adjust Junction Box	EA	1	\$ 1,161.00	\$ 1,161.00	1	\$ 1,161.00	1	\$ 1,161.00	0	\$ -	100%
29	Illumination System, Complete	LS	1	\$ 18,500.00	\$ 18,500.00	0.70	\$ 12,950.00	0.70	\$ 12,950.00	0	\$ -	70%
30	Rapid Flashing Beacon System, Complete	EA	1	\$ 37,700.00	\$ 37,700.00	1	\$ 37,700.00	1	\$ 37,700.00	0	\$ -	100%
31	Permanent Signing	LS	1	\$ 14,000.00	\$ 14,000.00	1	\$ 14,000.00	1	\$ 14,000.00	0	\$ -	100%
32	Pavement Markings	LS	1	\$ 12,850.00	\$ 12,850.00	1	\$ 12,850.00	1	\$ 12,850.00	0	\$ -	100%

Project Total			\$ 484,484.00	\$ 508,159.17	\$ 504,659.17	\$ 3,500.00	105%
Retainage Withheld 5%				\$ (25,407.96)	\$ (25,232.96)	\$ (175.00)	
Amount Due Progress Estimate No. 3				\$ 482,751.21	\$ 479,426.21	\$ 3,325.00	

I hereby certify that the foregoing is a true and correct statement of the work performed under this contract.

Wm Bradley Cooper
Digitally signed by Wm Bradley Cooper
DN: C=US, E=bcooper@hlacivil.com, O="HLA
Engineering and Land Surveying, Inc.", CN=Wm
Bradley Cooper
Date: 2025.09.10 13:14:44-07'00'

Brad Cooper, PE

CONSTRUCTION PROGRESS ESTIMATE**SCHEDULE OF VALUES**

City of Cle Elum

Second Street Roundabout

TO: Interwest Construction Inc

609 North Hill Blvd.

Burlington, WA 98233

HLA PROJECT NO.: 23042

TIB PROJECT NO. 6-E-930(007)-1



<i>BID ITEM NO.</i>	<i>BID ITEM NAME</i>	<i>DESCRIPTION</i>	<i>QUANTITY</i>	<i>UNIT</i>	<i>UNIT PRICE</i>	<i>TOTAL PRICE</i>	<i>PERCENT OF ITEM COMPLETE</i>
2	Mobilization	5% Completion = 50% Payment	1	LS	\$ 24,500.00	\$ 24,500.00	100%
2	Mobilization	10% Completion = 100% Payment	1	LS	\$ 24,500.00	\$ 24,500.00	100%
3	Project Temporary Traffic Control	3.01 - Traffic Control Set Up	1	LS	\$ 28,500.00	\$ 28,500.00	100%
3	Project Temporary Traffic Control	3.02 - Daily Traffic Control	30	DAY	\$ 500.00	\$ 15,000.00	100%
3	Project Temporary Traffic Control	3.03 - Traffic Control Take Down	1	LS	\$ 20,000.00	\$ 20,000.00	100%
4	Clearing and Grubbing	Percentage Complete	1	LS	\$ 2,750.00	\$ 2,750.00	100%
5	Removal of Structures and Obstructions	Percentage Complete	1	LS	\$ 6,000.00	\$ 6,000.00	100%
29	Illumination System, Complete	29.01 - 35% Complete	1	LS	\$ 6,475.00	\$ 6,475.00	100%
29	Illumination System, Complete	29.02 - 70% Complete	1	LS	\$ 6,475.00	\$ 6,475.00	100%
29	Illumination System, Complete	29.03 -100% Complete	1	LS	\$ 5,550.00	\$ 5,550.00	0%
31	Permanent Signing	Percentage Complete	1	LS	\$ 14,000.00	\$ 14,000.00	100%
32	Pavement Markings	Percentage Complete	1	LS	\$ 12,850.00	\$ 12,850.00	100%

City Administrator

Staff Report
(September 23, 2025)

Fall Cleanup:

The annual fall cleanup is wrapping up soon. There is one final brush dump day this Friday, and you have until next Tuesday to use your dump voucher at the transfer station.

Finance Department Update:

In your packet, you will find the Budget Position Report and the Treasurer's Report through the end of August.

The Budget Position Report shows that budgeted income is tracking at 62.5%, while budgeted spending is at 54.3%. This indicates we are in a good position with respect to our budget so far this year.

In the Treasurer's Report, focus on the "ending book balance". There can occasionally be a difference between the book balance and the bank balance due to the timing of check processing, so the book balance is the most accurate reflection of available funds.

The first page lists balances by fund, while the second page shows balances for each bank account. It's also worth noting that we recently opened an additional account at Umpqua Bank with \$50,000 to facilitate our credit card use.

Audits:

As mentioned previously, we are currently in audit mode. The single-year federal financial audit is expected to be completed by the end of the month. After that, the auditors will begin the three-year accountability audit. Additional updates will be provided as the process continues.

2026 Budget:

As a reminder we have the second study session on the 2026 budget next Wednesday October 1st at 5:00 PM.

Public Records Request update:

Over the past two weeks, we have received 16 new public records requests — 12 for the Police Department and 4 for City Hall Administration. There are currently 19 requests still open. For comparison, I previously reported 27 requests during the prior two-week period, bringing the total to 43 requests received over the past month.

2025 BUDGET POSITION TOTALS

City Of Cle Elum

Months: 01 To: 08

Time: 14:10:22 Date: 09/15/2025

Page: 1

Fund	Revenue Budgeted	Received		Expense Budgeted	Spent	
001 Current Expense/General Fund	4,425,131.68	2,954,557.81	66.8%	4,452,131.68	3,279,560.89	74%
002 UKC Recreation Center	77,185.00	93,760.61	121.5%	238,095.00	133,069.48	56%
004 City Heights WCIA Settlement Agr	0.00	0.00	0.0%	504,030.30	548,592.08	109%
101 Street Fund	4,885,613.00	1,943,751.48	39.8%	4,933,648.00	2,056,825.41	42%
102 TIB Complete Streets Grant	2,241,799.00	579,063.35	25.8%	2,241,799.00	570,532.78	25%
104 Police 3/10's Sales Tax Fund	248,993.00	158,183.02	63.5%	332,292.00	195,966.39	59%
106 Tourist/Lodging Tax Fund	162,000.00	115,588.20	71.4%	302,000.00	163,203.47	54%
110 Coal Mine Trail Fund	8,620.00	9,073.45	105.3%	4,120.00	2,223.81	54%
120 Central Cascades/Weis Land CRA :	2,050.00	73.77	3.6%	2,050.00	0.00	0%
121 Cle Elum Pines West Devel. Fund	1,500.00	0.00	0.0%	1,500.00	0.00	0%
123 Sun Communities CRA 2018-01 De	50,000.00	218.39	0.4%	50,000.00	0.00	0%
124 MVOLLC/Prium CRA 2005-02 Devel	3,015.00	48.36	1.6%	3,015.00	0.00	0%
125 Whispering Pines Devel. Fund	5,000.00	0.00	0.0%	5,000.00	0.00	0%
127 City Heights CRA 2020-01 Devel. F	70,000.00	132.97	0.2%	70,000.00	1,086.25	2%
128 Fowler Creek Trails Deneen Develc	5,250.00	-10,000.00	-190.5%	5,250.00	0.00	0%
131 Blue Fern DA # 2002-01 CRA 2024	1,330,000.00	1,150,659.17	86.5%	1,330,000.00	740,692.29	56%
132 Wildwood Ranch DA #2024-001 C	55,200.00	36,113.70	65.4%	55,200.00	33,009.50	60%
140 Teanaway Court/Hopesource Devel	15,000.00	25,266.37	168.4%	15,000.00	5,743.75	38%
309 REET Excise Tax/Capital Projects Fi	182,500.00	492,134.45	269.7%	113,800.00	15,821.12	14%
401 Water Fund	1,040,459.00	988,921.05	95.0%	1,040,459.00	753,542.65	72%
402 Garbage Fund	988,950.00	790,398.19	79.9%	1,038,950.00	684,899.50	66%
403 Airport Fund	37,000.00	39,158.28	105.8%	24,000.00	4,420.35	18%
404 Water Regional Fund	1,026,000.00	778,857.66	75.9%	1,058,059.00	481,523.56	46%
406 Water Capital Reserve Fund	156,474.99	152,794.58	97.6%	334,774.99	278,759.27	83%
408 Stormwater Fund	15,000.00	1,000.00	6.7%	12,000.00	0.00	0%
409 Sewer Fund	1,069,796.00	945,157.53	88.3%	1,003,796.00	597,913.16	60%
410 Sewer Regional Fund	1,082,000.00	772,410.31	71.4%	952,000.00	505,584.99	53%
413 Sewer Capital Reserve Fund	385,000.00	191,193.92	49.7%	441,000.00	99,819.55	23%
630 Pangrazi Memorial Fund	100.00	194.90	194.9%	1,300.00	111.68	9%
699 State Agency Fund 380/580	25,000.00	37,874.37	151.5%	27,000.00	28,503.23	106%
	19,594,636.67	12,246,585.89	62.5%	20,592,269.97	11,181,405.16	54.3%

** \$315,520 IS DEDUCTED FROM THE GENERAL FUND #001 EXPENSES

** EXPENSES SHOULD BE UNDER 66% FOR AN 8 MONTH PERIOD

TREASURER'S REPORT

Fund Totals

City Of Cle Elum

08/01/2025 To: 08/31/2025

Time: 12:01:38 Date: 09/15/2025

Page: 1

Fund	Previous Balance	Revenue	Expenditures	Ending Book Balance	Outstanding Claims	Outstanding Payroll	Outstanding Deposits	Bank Ending Balance
001 Current Expense/General Fund	264,996.49	402,221.37	375,378.80	291,839.06	229,857.10	11,141.46	-1,340.00	531,497.62
002 UKC Recreation Center	0.00	1,310.50	1,310.50	0.00	1,310.50	0.00	0.00	1,310.50
004 City Heights WCIA Settlement Agreement 2023	-42,018.88	0.00	2,542.90	-44,561.78	7,949.40	0.00	0.00	-36,612.38
101 Street Fund	56,859.48	67,759.72	166,308.63	-41,689.43	44,164.45	735.89	0.00	3,210.91
102 TIB Complete Streets Grant	-318,735.66	478,073.01	157,756.13	1,581.22	9,453.23	0.00	0.00	11,034.45
104 Police 3/10's Sales Tax Fund	66,195.27	24,779.23	22,342.88	68,631.62	0.00	0.00	0.00	68,631.62
106 Tourist/Lodging Tax Fund	222,416.99	27,150.06	24,723.46	224,843.59	0.00	0.00	0.00	224,843.59
110 Coal Mine Trail Fund	44,103.89	0.00	379.19	43,724.70	330.00	0.02	0.00	44,054.72
120 Central Cascades/Weis Land CRA 2009-01 Devel. Fund	5,202.22	0.00		5,202.22	0.00	0.00	0.00	5,202.22
123 Sun Communities CRA 2018-01 Devel. Fund	15,398.77	0.00		15,398.77	0.00	0.00	0.00	15,398.77
124 MVOLLC/Prium CRA 2005-02 Devel. Fund	3,409.42	0.00		3,409.42	0.00	0.00	0.00	3,409.42
127 City Heights CRA 2020-01 Devel. Fund	-406,753.01	0.00	548.00	-407,301.01	0.00	0.00	0.00	-407,301.01
131 Blue Fern DA # 2002-01 CRA 2024-01,03	390,952.81	98,594.24	171,748.50	317,798.55	100,069.98	0.00	0.00	417,868.53
132 Wildwood Ranch DA #2024-001 CRA 2024-02	2,078.00	9,201.50	15,563.50	-4,284.00	8,657.00	0.00	0.00	4,373.00
140 Teanaway Court/Hopesource Devel. Fund	11,099.25	10,102.37	1,679.00	19,522.62	123.00	0.00	0.00	19,645.62
309 REET Excise Tax/Capital Projects Fund	982,003.55	39,068.07	15,821.12	1,005,250.50	0.00	0.00	0.00	1,005,250.50
401 Water Fund	153,091.55	394,540.39	91,702.73	455,929.21	43,512.77	1,220.74	-3,776.71	496,886.01
402 Garbage Fund	149,034.23	104,800.12	96,797.34	157,037.01	4,640.00	260.83	-2,273.09	159,664.75
403 Airport Fund	121,381.18	0.00	146.02	121,235.16	0.00	0.00	0.00	121,235.16
404 Water Regional Fund	1,527,271.13	165,739.09	14,747.80	1,678,262.42	3,336.34	0.00	0.00	1,681,598.76
406 Water Capital Reserve Fund	71,583.73	27,203.86	65,321.98	33,465.61	0.00	0.00	-724.34	32,741.27
408 Stormwater Fund	50,750.00	0.00		50,750.00	0.00	0.00	0.00	50,750.00
409 Sewer Fund	698,684.51	416,500.12	74,606.29	1,040,578.34	42,742.55	1,274.18	-3,462.33	1,081,132.74
410 Sewer Regional Fund	1,059,979.78	97,666.00	8,905.53	1,148,740.25	2,883.12	0.00	0.00	1,151,623.37
413 Sewer Capital Reserve Fund	505,312.44	66,107.10	85,155.07	486,264.47	27,757.77	0.00	0.00	514,022.24
630 Pangrazi Memorial Fund	13,741.16	0.00		13,741.16	0.00	0.00	0.00	13,741.16
699 State Agency Fund 380/580	-6,563.68	4,195.39	-13,434.33	11,066.04	2,157.18	0.00	-13.00	13,210.22
	5,641,474.62	2,435,012.14	1,380,051.04	6,696,435.72	528,944.39	14,633.12	-11,589.47	7,228,423.76

TREASURER'S REPORT

Account Totals

City Of Cle Elum

08/01/2025 To: 08/31/2025

Time: 12:01:38 Date: 09/15/2025

Page: 2

Cash Accounts	Beg Balance	Deposits	Withdrawals	Ending	Outstanding Rec	Outstanding Exp	Adj Balance
1 Checking 2924	2,303,119.00	2,379,828.35	1,382,493.22	3,300,454.13	-90,401.88	311,577.51	3,521,629.76
8 Cash Drawer City Hall	150.00	0.00	0.00	150.00	0.00	0.00	150.00
9 US Bank	849,987.02	82.70	40.50	850,029.22	0.00	232,000.00	1,082,029.22
10 US Bank Investment	2,484,905.00	0.00	0.00	2,484,905.00	0.00	0.00	2,484,905.00
11 Xpress Deposit Account	2,548.60	149,300.85	141,717.08	10,132.37	-7,635.54	86,447.95	88,944.78
12 Petty Cash City Hall	100.00	0.00	0.00	100.00	0.00	0.00	100.00
13 Petty Cash Police	100.00	0.00	0.00	100.00	0.00	0.00	100.00
14 Cash Drawer Police	100.00	0.00	0.00	100.00	0.00	0.00	100.00
15 Petty Cash Library	100.00	0.00	0.00	100.00	0.00	0.00	100.00
16 Cash Drawer Library	15.00	0.00	0.00	15.00	0.00	0.00	15.00
17 Police Drug Fund	350.00	0.00	0.00	350.00	0.00	0.00	350.00
18 Umpqua Card Account 9016	0.00	50,000.00	0.00	50,000.00	0.00	0.00	50,000.00
Total Cash:	5,641,474.62	2,579,211.90	1,524,250.80	6,696,435.72	-98,037.42	630,025.46	7,228,423.76
	5,641,474.62	2,579,211.90	1,524,250.80	6,696,435.72	-98,037.42	630,025.46	7,228,423.76

A

B

TREASURER'S REPORT

Signature Page

City Of Cle Elum

08/01/2025 To: 08/31/2025

Time: 12:01:38 Date: 09/15/2025

Page: 3

We the undersigned officers for the City of Cle Elum have reviewed the foregoing report and acknowledge that to the best of our knowledge this report is accurate and true:

Signed: Robin Newcomb Signed: Debbie Lee
Finance Director / Date Clerk/ Date

Public Works Council Update

- **2nd Street Roundabout:** Project is on hold pending delivery of PSE light poles. Estimated arrival is September.
- **PSE Electric Vehicle Charging Stations:** PSE has submitted ROW permits and planning to install within the month.
- **1st Street Revitalization:** Punch list and project timeline received. ACI and subs are currently working on punch list items.
- **Public Works Transitioning to Fall Maintenance:** Crews are focused on seasonal maintenance activities. Two water utilities to be installed this week and two water leaks to repair. Preparing for snow
- **Stormwater Survey:** HLA surveying of our Stormwater System Compleat. Currently working on Stormwater Plan and Stormwater Utility Fund. Part of Department of Ecology grant/loan
- **Fall Clean Up:** September 1-30th Brush Dump open Fridays during working hours.
- **Bullfrog Flats**

Water, Sewer, Storm: All City underground utilities finished in S-1,S-2,and J

Gravel Top Course Delivery: Ongoing for roads with completed utility work.

Curb and Gutter: Currently installing, as of September 18th 33% of curb and gutter installed in S-1,S-2,and J

Asphalt: First lift of asphalt installed following curb

Bullfrog Roundabout: Revised plans resubmitting. Plans to finish this year.

Final Plat: Working toward final plat submission for S-1 expected this week. J and S-2 too fallow.

Council Meetings

Honorable Mayor and council,

- Vehicle situation
 - After multiple discussions the decision was made to have all Officers assigned to patrol positions have full markings on their vehicles
- 3 Officers attended PEER Support training
 - I have designated them my Peer Support team which satisfies the requirements by law for confidentiality
- Surplus vehicles are live on govdeals
 - Live until Sept 30th so I hope there is a late bidding surge
- The Generator from FEMA money that is roughly 5 years in the making seems to be moving forward
 - Building permits and planning is not my forte' so I am working with the city through the process
- Spoke to Public Safety Committee about two large projects which are general emergency management and a grant allowed by HB2015 which is funding specifically for LE
- 83rd Anniversary Ceremony of Douglas Munro for his heroic acts will be held the Friday September 26th at 1100 AM
 - Held at the Laurel Hill Memorial Cemetery in Cle Elum

September 23, 2025

Honorable Mayor and Council Members,

What's new at the library

- Our Pacific Northwest Room was recently moved from the closet to a more open and accessible location under the stairwell. This was undertaken with organizational assistance and funding from our Friends of the Library and volunteer Pico Cantieni. Pico designed and built the new shelves and the space was dedicated to the memory of Dave Franklin who was a long-time friend of the Library. I encourage everyone to come in and take a look at the new space, especially if you knew Dave. A plaque honoring him was donated by Kevin Kane, member of the Roslyn Library Board, and also a library space consultant. He has advised us on several occasions regarding ways we can adapt our small space to suit emerging needs of our growing population.
- The space vacated by the PNW collection was repurposed into a “zoom room.” It is ideal for 1-2 people who need a private space for quiet study, tutoring, or virtual meetings. The counter was also made by Pico, who used leftover materials from the PNW shelving and hung the new door that makes the space mostly soundproof. Since the space became available in early June, 40+ people have signed up to use it.
- Both of these projects have had a positive impact on our patrons' and visitor experiences of the library and we could not have accomplished them without our Friends of the Library, and volunteers like Pico.

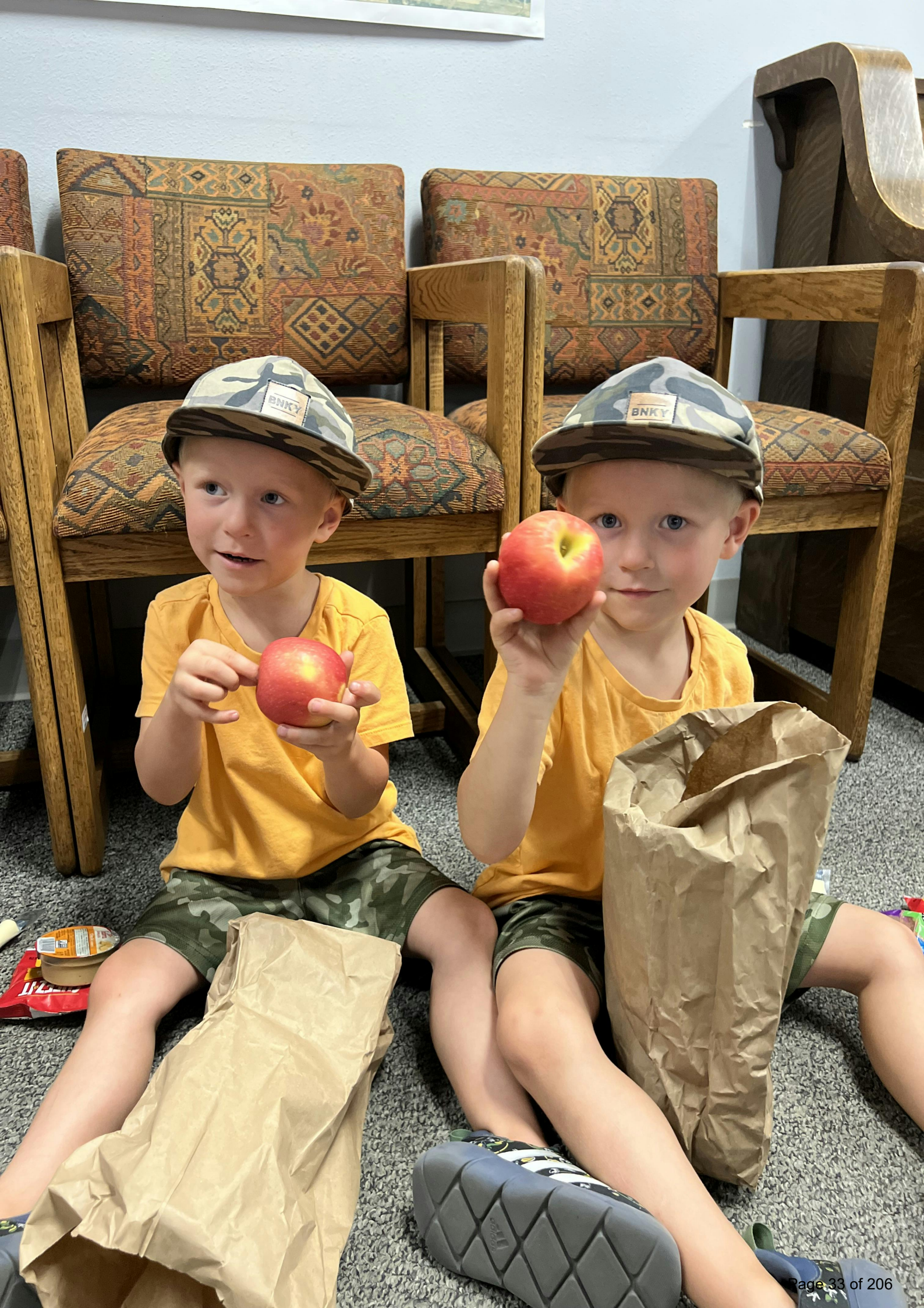
Summer Reading

- We recently wrapped up another successful year of summer reading programming. This year's theme was “Color our World,” and we had 127 kids sign up and take home reading logs (up from 111 last year). At the end of August, our YTD circulation was up 22%
- We held 4 events and our finale
 - Event attendance averaged 65 (slightly up from 62 last year) and our finale at the senior center had 159 attendees.
 - We kicked things off again with a special reading from our Mayor and art box giveaways in keeping with our theme.
 - Our next program was the Penny's Puppets and we were fortunate to be able to partner with the Roslyn Public library and their Friends group to fund this program and we also want to thank Audrey and Stephen Malek for allowing us to use the Roslyn Yard next to the Basecamp. We collaborated on two programs this year with the Roslyn Library and it afforded us the opportunity to hold one of those events in Roslyn.
 - Next up was our 2nd annual day of Fire Station Fun at the Cle Elum Volunteer Fire Department. Chief Mills plans and implements this event every year with himself and volunteers. It is such a huge hit with the kids (and grownups) and we can't thank him

enough for the enthusiasm he brings to this program and for all of his support for our summer reading program.

- The next event was also at our Fire Department, and it was a giant chalk art party held in the apparatus bay. This was so fun, members of the downtown association showed up as well as Medic One, to color with our community. And at the end, Ed was there to clean up after all of us.
- Our grand finale was held at the UKCSC. We again partnered with the Roslyn Public Library to host Alex Zerbe the “Zainiac.” 160 people of all ages showed up to be entertained for a solid hour of magic, tricks, science and zaniness.
- It was great to be able to work with the Roslyn Public Library and both Friends groups from our upper county libraries to offer two paid performers this year. We also planned these events with the children’s librarian from Ellensburg, Sue Hart, to be able to get lower rates by offering multiple shows in the county.
- Summer storytime
 - Usually, we are so busy in the summer we suspend all other programming, including storytime, for the duration of summer reading events. However, this year we were able to carry on with special guest readers. Medic One was already doing storytime on the 1st Mondays of the month, and they kept this up during the summer and we were also pleased to welcome Sgt Helgeson from the Cle Elum/ Roslyn PD. We very much appreciate their enthusiasm for reading to the kids and hope to find new ways to collaborate with them in the future.
- Downtown Storywalk
 - We partnered with CEDA to put on our very first story walk in downtown Cle Elum this year. It was so much fun to work with Kaylee and Jordan on this. And we believe it will open the door to many more opportunities to work with CEDA and downtown businesses.
- Free Little Art Gallery
 - Started during summer reading but will continue year-round. Based on the premise of little free book libraries. We invite artists of all ages and skill levels to leave art and take art.
- Funding for Summer Reading
 - Friends of the Library
 - Board of County Commissioners



















PROTECTED BY
INVAULT SECURITY
SYSTEMS

The Library is
OPEN

Carter Memorial
LIBRARY

ICE
SURVEILLANCE
USE ON
PREMISES

FREE LITTLE
ART GALLERY
THINK ART
LEARN ART
ENJOY ART
#WardleDown

COLOR
OUR









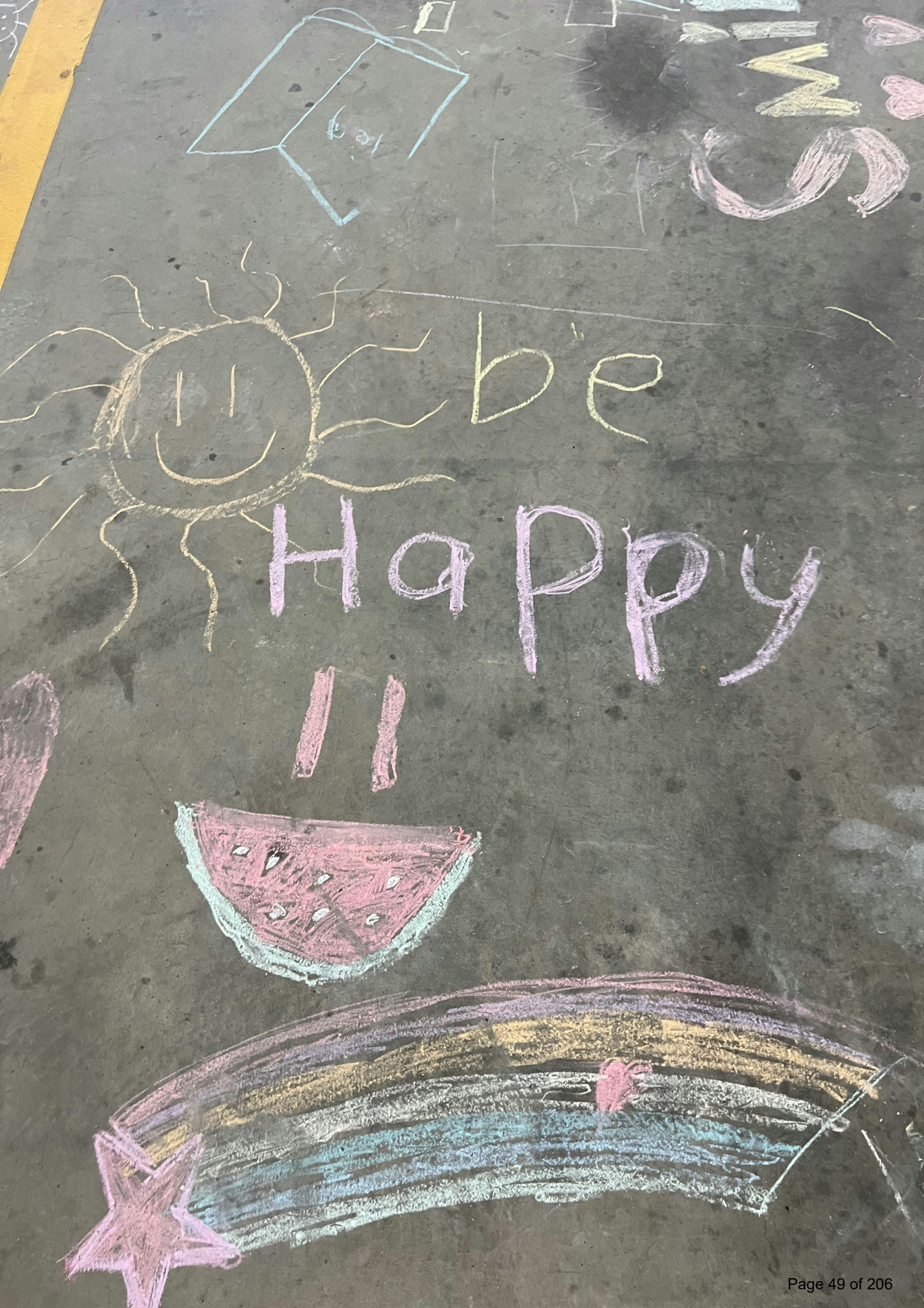




Hey!
That's my
COW!



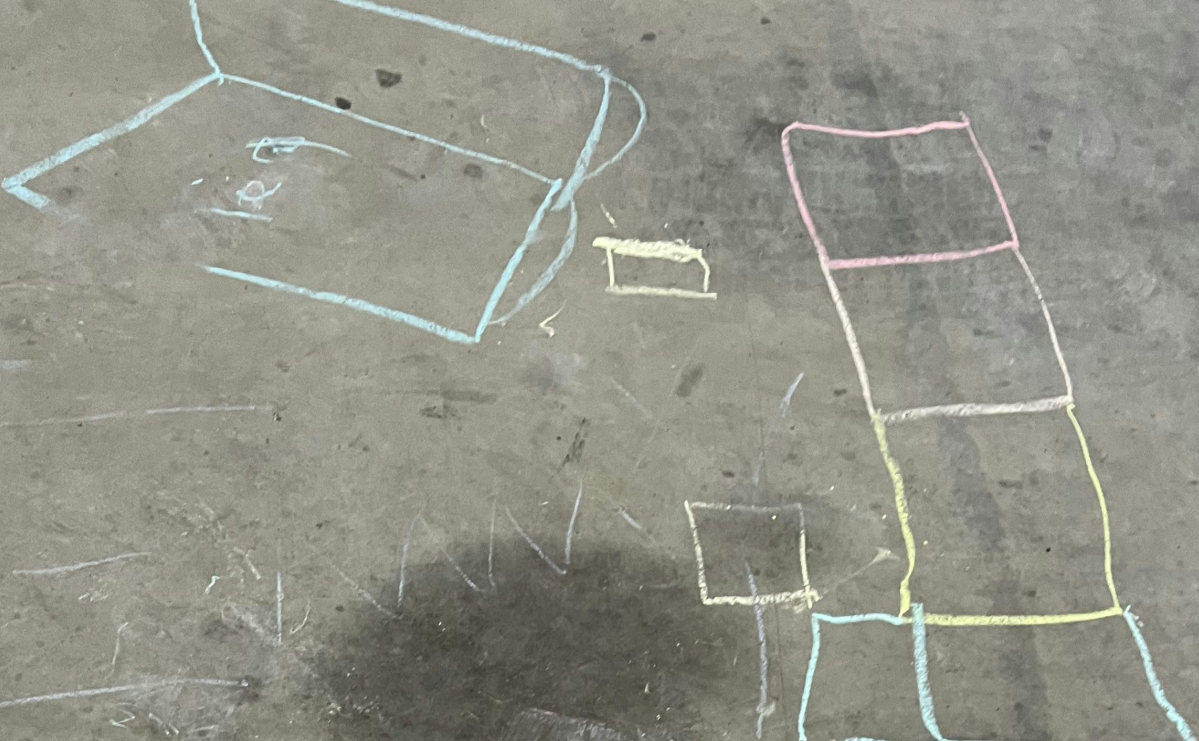






Look
on the
Bright
Side

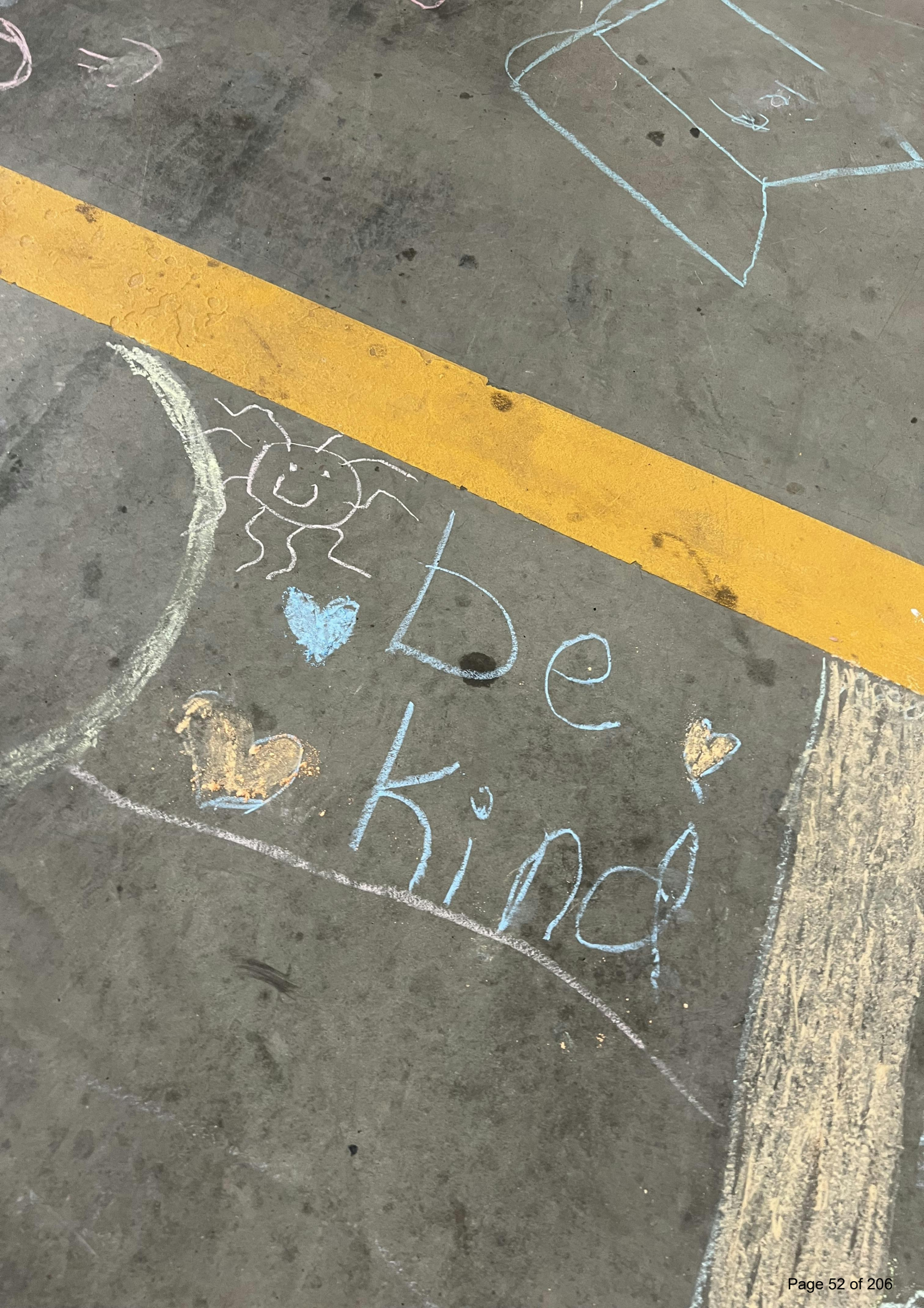




A chalk drawing of a house with a chimney and a ladder leaning against it. The house is drawn with light blue and yellow chalk, and the ladder is drawn with pink and yellow chalk.

SMILE







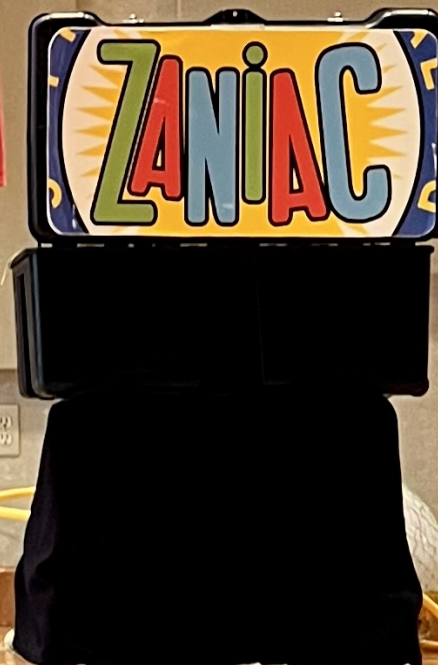




Scientific Method

Question
Hypothesis
Prediction
Experiment
Analysis
Conclusion

4. Create an Experiment
and Analyze Data
Conclusion





Bernoulli's
principle!

Fast moving air or
liquid lowers



Friction!

Friction is the resistance that one object exerts over another when they are in contact.

Friction is the force that opposes the relative motion or tendency of such motion between two surfaces in contact.

Friction is the force that opposes the relative motion or tendency of such motion between two surfaces in contact.















COLOR
CLE ELUM

WITH THE CARPENTER
MEMORIAL LIBRARY AND THE
CLE ELUM DOWNTOWN
ASSOCIATION

The Downtown Storybook Walk

July 1st-13th

Pick up your postcard at the
Carpenter Memorial Library or
the Cle Elum Downtown
Association and follow the map
to read a page of the story and
learn something about our
downtown businesses. Color
the postcard and bring it to the
library to pick up a special
treat.

Dogs
colorful dog

CLE ELUM

Vicky looks down at Dog.
She counts his colorful spots.



1 2 3 4 5 6 7 8 9

Continue on
your
adventure at
MINERS
Page 11: Miners
Pizza + Pasta
Co.
What to do:
Grab a slice of
pizza or
pastry! C
your postcard

You LOOK LIKE
THE 4TH OF JULY



MAKES ME WINTA
Hot Dog
REAL BAD



The Library
OPEN

THE LIBRARY IS
CLOSED BETWEEN
1 - 1:30

NOTICE
VIDEO SURVEILLANCE
IN USE ON
THESE PREMISES

COLOR OUR WORLD
CARPENTER MEMORIAL LIBRARY SUMMER READING 2015
Supporting the Summer Reading Program by creating a colorful world of art and imagination. Share your art with the community and inspire others to create their own. Art projects are encouraged for all ages. Please do not use the library for storage or display of art. Art projects should be displayed in the designated area. Art projects should be displayed in the designated area. Art projects should be displayed in the designated area.

**CARPENTER MEMORIAL LIBRARY
LITTLE FREE ART GALLERY**

RULES FOR USING THE LITTLE FREE ART GALLERY

1. MAKE TINY ART! Art accepted from all ages, skill levels and mediums.
2. SHARE ART: leave art for others and take some art home. Please, don't take more than one piece of artwork per person.
3. Have Fun and ENJOY ART!

The Little Free Art Gallery is supported by the Free Little Art Gallery in Ridge, WA, and is a proud partner of the Carpenter Memorial Library and Memorial Day. We thank you for your support and participation in this program.

City of Cle Elum – City Council Report

August/September 2025



Board of Directors & Staffing

We have had many questions lately regarding who we are and how many people work in CEDA.

Volunteer Board of Directors:

- Michael Richard, President
- Tessa Henrichsen, Vice-President
- Patricia Jerke, Treasurer
- DeAnna Hamm, Secretary
- Eliza Stephenson
- Marc Kirkpatrick
- Katy Webb
- Brian Browitt
- Mayor Lundh, *Ex-Officio (non-voting seat)*
- Student/School Representative, *vacant (non-voting seat)*

Staff:

- Jordan Peterson, Executive Director
- Kaylee Thompson, Executive Assistant
- Ethan Bainter, *Student Intern* (volunteer)

Note: Nora Kantwill has resigned from the Board of Directors. We thank her for her dedication and for temporarily serving as Vice-President on the Executive Board. Her contributions to the Board have been meaningful and impactful, and her dedication and effort have not gone unnoticed.

Board Member Onboarding Update:

CEDA has recently updated its policy regarding onboarding of new Board Members. As a prerequisite to applying to the board, individuals must first serve on a committee (Promotions, Design, Economic Vitality, or Outreach/Organization). For questions or inquiries about volunteer opportunities on committees, please reach out to Vice-President Tessa Henrichsen at tessa@cleelumdowntown.org

Looking Ahead: Pioneer Days 2026

Planning for Pioneer Days 2026 began in August, and we are a few meetings into the cycle. With July 4, 2026, landing on a Saturday, early coordination will be key—and we invite the community to get involved!

CEDA now manages both the Parade and Fireworks, but due to capacity, we cannot add additional programming. While activities such as markets and kids' games are enjoyable, they fall outside our core mission.

That said, we would love to see these activities continue, and welcome community groups to lead side events such as kids' games or sports. If you're interested, now is the time to join the exciting planning process!

Main Street Tax Credit Incentive Program

CEDA is actively seeking donors through Washington's Main Street Tax Credit Incentive Program.

This unique program allows businesses with a B&O tax liability in Washington State to donate to eligible nonprofits, like the Cle Elum Downtown Association, and receive 75% back in state tax credits.

We are eligible to receive up to \$333,333.33 annually, and these funds directly support our work in the downtown core.

Unlike most economic development or vitality organizations, CEDA does not charge membership dues. We proudly serve downtown businesses and residents free of charge—offering support, events, resources, and programs without any financial barriers.

However, our continued ability to offer these services depends on outside funding. Without sustainable support through programs like this, we may be forced to reduce or eliminate certain initiatives in the future.

Now is the time to invest in our downtown; every dollar makes a difference. Contact us if you'd like assistance enrolling in the program or learning how your business can support downtown while earning tax benefits.

PLACES 2025

We invite you to join us at **PLACES 2025**, a Washington Main Street and Historic Preservation conference featuring seminars and workshops taking place in Gig Harbor.

We are excited to share that, although we cannot publicly announce who at this time, local business will be honored at the **Excellence on Main Ceremony** during the conference. This is an incredible (well-deserved) recognition, as the business was selected from over 49 Main Street communities across Washington State.

Boo-Elum

Registration is now live!

A reminder to anyone participating as a trunk for the Trunk-or-Treat: participants are required to stay for the duration of the event, even if they run out of goodies. Sponsorships are now available! All proceeds from sponsorship go directly toward the event itself.

Christmas in Cle Elum

As a timely reminder, Christmas in Cle Elum is approaching soon, with lighting, parade, and fireworks on the horizon.

Our theme this year is “**Antlers and Evergreens**”. These themes provide inspiration for seasonal decorations and activities while adding a festive touch.

We will release our schedule soon for pictures with Santa, the Grinch, and other fun holiday activities throughout the season.

Mayor's Script for Zoning Moratorium Public Hearing

Hearing Date:	September 23, 2025
Title/Topic:	Zoning Moratorium Ord. 1703
Agenda #:	
Presenter(s): name/title	Councilmembers and Staff

- ☐ At this time, the City Council and I will conduct a public hearing on Ordinance 1703, which imposed a six-month moratorium prohibiting the siting, establishment, licensing, or operation of any new retail establishments selling vaping products, smoking paraphernalia, or both, in the Downtown Commercial zoning district within the City of Cle Elum and also prohibits the City from accepting any applications for building permits, business licenses, or other approvals related to such establishments during the moratorium. Existing, legally established businesses selling these products are not affected. Thank you for attending and participating this evening.
- ☐ The purpose of public hearings is to allow the public to express their views on matters under consideration by the City Council. Decisions will not be made until after the public hearing or hearings.
- ☐ Now, the public hearing is officially open. A recording is being made of what is said during this hearing, so it is essential that anyone addressing the City Council do so from the lectern. Any written materials provided in the agenda packet will be considered part of the official record for this matter.

☐ The sequence of tonight's public hearing will be as follows:

1. City staff will provide an oral report that summarizes the matter at hand.
2. The City Council will then discuss the matter and Councilmembers may provide comments they have on the topic.
3. Members of the audience will be invited to come to the lectern to share information you wish the City Council to consider. I will call for speakers from the sign-up sheet that was located in the Council Chambers. After that, I will call for speakers who have not signed up.
4. After the public testimony portion of this hearing, I Councilmembers will have an opportunity to provide any last comments they have related to testimony provided.
5. After each member of the public has had the opportunity to speak and the City Council is ready to begin its deliberation, I will close the public hearing.
6. After the hearing is closed, the City Council can begin its deliberation and ultimately determine what action should be taken. Alternatives available to the City Council include:
 - a. Approve the matter as written.
 - b. Approve the matter as amended or conditioned by the City Council.
 - c. Deny the matter.

☐ As Mayor, my role is to facilitate the hearing and Council's deliberation.

☐ We will use the following ground-rules for this public hearing:

1. When coming to the lectern, speakers should state their name and address.
Please speak into the microphone so that others can hear you and so that your testimony can be recorded.
2. Comments may only be made from the lectern. Only one person may speak at a time. Speakers will be allowed up to three minutes to share their views.
3. I may adjust the order of speakers, when doing so supports the purpose of this hearing.
4. Everyone is asked to respect opinions that differ from yours, and to help ensure members of the audience are not intimidated or discouraged from expressing their views.
5. The purpose of this hearing is to receive public input. This is not the time for back-and-forth discussion or for debate.

☐ I will now ask City Planner Colleda Monick to provide an overview of the topic at hand.

Staff presentation.

☐ Are there any new written materials or correspondence that have not yet been distributed to the City Council? These written materials will be made part of the hearing record.

Staff provides new written information – if any.

☐ Does any member of the City Council wish to provide comment on the topic?

Allow the Council to provide comments.

- ☐ Now, we will have members of the public provide information, starting with those who signed up prior to the public hearing.

Call for speakers from the list.

- ☐ City staff, do you wish to offer clarifying information in response to the public testimony provided this evening?

Staff may offer clarifying information.

- ☐ Does any member of the Council wish to provide additional comment?

Allow additional comment from the Council.

If additional information is needed and not available, the public hearing can be held open to a future meeting.

- ☐ ***CLOSING THE HEARING.*** At this time, since all members of the public wishing to speak have had an opportunity to do so, and since the Councilmembers have had the opportunity to provide comments, it is appropriate to close the public testimony portion of this hearing. Audience, again I thank you for participating tonight.

Invite the City Council to make a motion and to begin discussion/deliberation.

Possible actions:

- 1. Give insight on findings of fact supporting the moratorium and whether to add any.*
- 2. Move to rescind the moratorium.*
- 3. Direct City to continue considering development regulations to implement the moratorium restrictions.*

CITY OF CLE ELUM
Planning Department

Public Hearing: Ordinance 1703 – Moratorium

AGENDA DATE: September 23, 2025

ITEM TITLE: Public Hearing and consideration of a Resolution adopting findings of fact in support of a moratorium regarding vaping and smoking paraphernalia retail moratorium

SUMMARY: On August 12, 2025, the City Council adopted Ordinance No. 1703 imposing a moratorium on the siting, establishment, licensing, or operation of any new retail establishments selling vaping products, smoking paraphernalia, or both, in the Downtown Commercial zoning district within the City of Cle Elum. State law requires that a public hearing be held within 60 days after adoption of the moratorium. The purpose of the public hearing (on both September 9th and 23rd, 2025) is to receive public testimony and evidence as to whether the moratorium should remain unchanged or modified. Following the public hearing the City Council is asked to adopt a resolution setting forth findings of fact supporting the moratorium as originally adopted or as modified. The attached resolution sets forth proposed findings in support of the moratorium as originally adopted. If the moratorium is modified following the public hearing, the proposed resolution will be modified to reflect any changes made by the City Council.

ATTACHMENTS: Memorandum, DRAFT Resolution, Ordinance No. 1703

LEAD STAFF: Colleda Monick, Planning Consultant for the City of Cle Elum

ORDINANCE NO. 1703

AN ORDINANCE OF THE CITY OF CLE ELUM, WASHINGTON, RELATING TO THE SALE OF VAPING PRODUCTS AND SMOKING PARAPHERNALIA, ESTABLISHING AN IMMEDIATE EMERGENCY MORATORIUM ON THE SITING, ESTABLISHMENT, AND OPERATION OF ANY NEW STRUCTURES OR USES RELATING TO RETAIL ESTABLISHMENTS SELLING VAPING PRODUCTS, SMOKING PARAPHERNALIA, OR BOTH IN THE DOWNTOWN COMMERCIAL ZONING DISTRICT, TO BE IN EFFECT UNTIL THE CITY OF CLE ELUM ADOPTS UPDATED ZONING REGULATIONS TO CEMC 17.14.030 AND OTHER RELATED SECTIONS ADDRESSING SUCH USES, AND ESTABLISHING AN IMMEDIATE EMERGENCY MORATORIUM ON THE SUBMISSION OF ANY BUSINESS LICENSE APPLICATIONS FOR SUCH USES, SETTING SIX (6) MONTHS AS THE EFFECTIVE PERIOD OF THE MORATORIUM, TO ALLOW THE CITY TO STUDY THE SECONDARY LAND USE IMPACTS OF SUCH USES, ESTABLISHING THE DATE OF THE PUBLIC HEARING ON THE MORATORIUM, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Cle Elum is committed to protecting the public health, safety, and welfare of its residents, particularly youth and vulnerable populations; and

WHEREAS, there has been a noted increase in the proliferation of retail establishments selling vaping products, smoking paraphernalia, or both, in various communities; and

WHEREAS, scientific studies and public health reports have raised concerns about the health risks associated with vaping products, including nicotine addiction, respiratory issues, and potential long-term effects, especially among young people; and

WHEREAS, smoking paraphernalia, such as glass pipes, bongs, and water pipes, can be used for tobacco, cannabis, or other substances, potentially contributing to substance use and related community impacts; and

WHEREAS, some retail establishments may sell both vaping products and smoking paraphernalia without being primarily engaged in one or the other, complicating regulatory oversight; and

WHEREAS, the State of Washington has enacted laws regulating the sale of tobacco and vaping products, including age restrictions and licensing requirements under Chapters 70.155 and 70.345 RCW, but local jurisdictions retain authority to impose additional land use and zoning controls; and

WHEREAS, before issuing certain business licenses, local governments have the right to review applications for compliance with zoning and land use regulations; and

WHEREAS, such retail establishments are often subject to siting limitations near schools, parks, and other sensitive areas to protect youth, similar to restrictions on other regulated retail activities; and

WHEREAS, the City of Cle Elum currently does not have specific zoning regulations addressing the location, operation, or impacts of retail establishments selling vaping products, smoking paraphernalia, or both; and

WHEREAS, the City Council finds it necessary to study the potential secondary land use impacts of these establishments in the Downtown Commercial (DC) zoning district, including effects on public health, neighborhood character, traffic, and compatibility; and

WHEREAS, during this study period, it is prudent to prevent the establishment of new retail establishments selling vaping products, smoking paraphernalia, or both, to avoid vesting of rights that could complicate future regulations; and

WHEREAS, a temporary moratorium will provide the City time to develop appropriate zoning and land use controls for these uses; and

WHEREAS, the City Council finds that such a moratorium is necessary to protect public health, safety, and welfare; and

WHEREAS, pursuant to RCW 35A.63.220 and RCW 36.70A.390, the City may adopt a moratorium without holding a public hearing, provided a public hearing is held within sixty days of adoption; NOW, THEREFORE,

THE CITY COUNCIL OF THE CITY OF CLE ELUM, WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1. Definitions. For the purposes of this Ordinance:

- (a) "Vaping products" means electronic smoking devices, e-cigarettes, vaping devices, e- liquids, nicotine products, or related accessories.
- (b) "Smoking paraphernalia" means glass pipes, bongs, water pipes, or other equipment commonly used for smoking tobacco, cannabis, or other substances.
- (c) "Retail establishment selling vaping products or smoking paraphernalia" means any retail business that sells vaping products, smoking paraphernalia, or both, regardless of whether such sales constitute the primary focus of the business.

Section 2. Moratorium Imposed. A moratorium is hereby imposed prohibiting the siting, establishment, licensing, or operation of any new retail establishments selling vaping products, smoking paraphernalia, or both, in the Downtown Commercial zoning district of the City of Cle Elum. This moratorium does not apply to existing, legally established retail establishments selling such products or paraphernalia in this district as of the effective date of this Ordinance.

Section 3. Prohibition on Applications. No applications for building permits, business licenses, or other approvals related to the establishment or operation of new retail establishments selling vaping products, smoking paraphernalia, or both, shall be accepted during the term of this moratorium.

Section 4. Duration. This moratorium shall be in effect for six (6) months from the effective date of this Ordinance, unless earlier terminated, extended, or modified by the City Council following a public hearing.

Section 5. Public Hearing. A public hearing on this moratorium shall be held within sixty (60) days of its adoption, at a date and time to be set by the City Council.

Section 6. Declaration of Emergency. The City Council hereby declares that an emergency exists necessitating that this Ordinance take effect immediately upon passage, in order to preserve public health, safety, and welfare.

Section 7. Severability. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not

affect the validity or constitutionality of the remaining portions of this Ordinance.

Section 8. Effective Date. This Ordinance shall take effect immediately upon passage and publication as required by law.

PASSED by the City Council of the City of Cle Elum, Washington, at a regular meeting thereof this 12th day of August, 2025.


Mayor

ATTEST:


City Clerk

APPROVED AS TO FORM:

City Attorney

City of Cle Elum

119 West First Street
Cle Elum, WA 98922



Phone: (509) 674-2262

Fax: (509) 674-4097

www.cleelum.gov

MEMORANDUM

September 23, 2025

TO: Honorable Mayor and Members of the City Council
Rob Omans, City Administrator

FROM: Colleda Monick, Planning Consultant

SUBJECT: Public Hearing – Moratorium - Vaping & Smoking Paraphernalia Retail Moratorium

The City Council adopted Ordinance No. 1703 on August 12, 2025. This ordinance imposed a six-month moratorium prohibiting the siting, establishment, licensing, or operation of any new retail establishments selling vaping products, smoking paraphernalia, or both, in the Downtown Commercial zoning district within the City of Cle Elum. It also prohibits the City from accepting any applications for building permits, business licenses, or other approvals related to such establishments during the moratorium. Existing, legally established businesses selling these products are not affected.

Pursuant to RCW 36.70A.390 and RCW 35A.63.220 authorizing the adoption of moratoria, the City Council is required to hold a public hearing within sixty days after imposition of a moratorium. The purpose of the public hearing is to receive evidence and testimony regarding imposition of the moratorium, to consider whether such moratorium should be modified or continue in effect as originally adopted, and to adopt findings of fact supporting such decision. To honor this requirement, public hearings have been scheduled for September 9 and September 23, 2025.

Included within this agenda item is a Resolution that adopts proposed findings of fact supporting the adoption of the moratorium. If the City Council determines, after receipt of public testimony, comment or evidence, that the original moratorium should be modified in scope, length, or effect, the proposed findings will be modified to reflect the decision of the City Council.

Attached for your reference are copies of the following documents:

- (a) Resolution adopting proposed findings of fact in support of the moratorium adopted August 12, 2025, per Ordinance No. 1703.
- (b) Ordinance No. 1703 (moratorium ordinance)

RESOLUTION NO. 2025-020

A RESOLUTION

adopting Findings of Fact supporting a six-month moratorium, enacted August 12, 2025 pursuant to emergency Ordinance No. 1703, adopting an immediate moratorium on the siting, establishment, licensing, or operation of any new retail establishments selling vaping products, smoking paraphernalia, or both, in the Downtown Commercial zoning district of the City of Cle Elum; and prohibiting the acceptance of applications for building permits, business licenses, or other approvals related to such establishments during the term of the moratorium; and authorizing the City to study and develop appropriate comprehensive land use, zoning, licensing, or registration regulations addressing such uses for consideration by the City Council.

WHEREAS, pursuant to RCW 36.70A.390 and RCW 35A.63.220, the City Council of the City of Cle Elum by unanimous vote of those present on August 12, 2025, adopted Ordinance 1703 imposing a moratorium for six months prohibiting the siting, establishment, licensing, or operation of any new retail establishments selling vaping products, smoking paraphernalia, or both, in the Downtown Commercial zoning district, and further prohibiting the filing, acceptance, and issuance of development applications, business licenses, building permits, or other approvals related to such establishments during the term of the moratorium; and

WHEREAS, RCW 36.70A.390 and RCW 35A.63.220 require the City Council to hold a public hearing within sixty (60) days after imposition of a moratorium to receive evidence and testimony regarding imposition of the moratorium, to consider whether such moratorium should be modified or continue in effect as originally adopted, and to adopt findings of fact supporting such decision; and

WHEREAS, the City Council has held public hearings on September 9 and September 23, 2025 pursuant to notice duly published, and having considered all evidence and testimony presented, hereby makes the following:

Findings of Fact

1. The City of Cle Elum is committed to protecting the public health, safety, and welfare of its residents, particularly youth and vulnerable populations.
2. There has been a noted increase in the proliferation of retail establishments selling vaping products, smoking paraphernalia, or both, in various communities.
3. Scientific studies and public health reports have raised concerns about the health risks associated with vaping products, including nicotine addiction, respiratory issues, and potential long-term effects, especially among young people.

4. Smoking paraphernalia, such as glass pipes, bongs, and water pipes, can be used for tobacco, cannabis, or other substances, potentially contributing to substance use and related community impacts.
5. Some retail establishments may sell both vaping products and smoking paraphernalia without being primarily engaged in one or the other, complicating regulatory oversight.
6. The State of Washington has enacted laws regulating the sale of tobacco and vaping products, including age restrictions and licensing requirements under Chapters 70.155 and 70.345 RCW, but local jurisdictions retain authority to impose additional land use and zoning controls.
7. Before issuing certain business licenses, local governments have the right to review applications for compliance with zoning and land use regulations.
8. Such retail establishments are often subject to siting limitations near schools, parks, and other sensitive areas to protect youth, similar to restrictions on other regulated retail activities.
9. The City of Cle Elum currently does not have specific zoning regulations addressing the location, operation, or impacts of retail establishments selling vaping products, smoking paraphernalia, or both.
10. The City Council finds it necessary to study the potential secondary land use impacts of these establishments in the Downtown Commercial (DC) zoning district, including effects on public health, neighborhood character, traffic, and compatibility.
11. During this study period, it is prudent to prevent the establishment of new retail establishments selling vaping products, smoking paraphernalia, or both, to avoid vesting of rights that could complicate future regulations.
12. A temporary moratorium will provide the city time to develop appropriate zoning and land use controls for these uses.
13. The City Council finds that such a moratorium is necessary to protect public health, safety, and welfare.
14. The City Council of the City of Cle Elum has authority pursuant to RCW 36.70A.390 and RCW 35A.63.220 to adopt a moratorium to preserve the status quo pending development of comprehensive land use controls and regulations, health and safety regulations, and business licensing or registration regulations and procedures concerning retail establishments selling vaping products, smoking paraphernalia, or both.
15. The City Council finds and determines that the moratorium adopted and implemented pursuant to Ordinance No. 1703 should remain in effect according to its terms, and that such

continuation is in the best interests of residents of the City of Cle Elum and will promote the general health, safety, and welfare.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CLE ELUM:

1. The Findings of Fact set forth above are hereby adopted as the Findings of Fact supporting the adoption, implementation, and continuation of the moratorium adopted August 12, 2025, pursuant to Ordinance No. 1703, according to its terms.
2. The City Administrator of the City of Cle Elum is hereby authorized and directed to perform those duties and functions set forth in Ordinance No. 1703, including but not limited to, development of proposed comprehensive land use, licensing, and health and safety regulations pertaining to retail establishments selling vaping products, smoking paraphernalia, or both, and any issues ancillary thereto.

ADOPTED BY THE CITY COUNCIL this _____ of _____, 2025.

Matthew Lundh, Mayor

ATTEST:

City Clerk

City of Cle Elum

119 West First Street
Cle Elum, WA 98922



Phone: (509) 674-2262

Fax: (509) 674-4097

www.cleelum.gov

MEMORANDUM

September 23, 2025

TO: Honorable Mayor and Members of the City Council
Rob Omans, City Administrator

FROM: Colleda Monick, Planning Consultant

SUBJECT: Public Hearing – Moratorium - Vaping & Smoking Paraphernalia Retail Moratorium

The City Council adopted Ordinance No. 1703 on August 12, 2025. This ordinance imposed a six-month moratorium prohibiting the siting, establishment, licensing, or operation of any new retail establishments selling vaping products, smoking paraphernalia, or both, in the Downtown Commercial zoning district within the City of Cle Elum. It also prohibits the City from accepting any applications for building permits, business licenses, or other approvals related to such establishments during the moratorium. Existing, legally established businesses selling these products are not affected.

Pursuant to RCW 36.70A.390 and RCW 35A.63.220 authorizing the adoption of moratoria, the City Council is required to hold a public hearing within sixty days after imposition of a moratorium. The purpose of the public hearing is to receive evidence and testimony regarding imposition of the moratorium, to consider whether such moratorium should be modified or continue in effect as originally adopted, and to adopt findings of fact supporting such decision. To honor this requirement, public hearings have been scheduled for September 9 and September 23, 2025.

Included within this agenda item is a Resolution that adopts proposed findings of fact supporting the adoption of the moratorium. If the City Council determines, after receipt of public testimony, comment or evidence, that the original moratorium should be modified in scope, length, or effect, the proposed findings will be modified to reflect the decision of the City Council.

Attached for your reference are copies of the following documents:

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RESOLUTION NO. 2025-020

A RESOLUTION

adopting Findings of Fact supporting a six-month moratorium, enacted August 12, 2025 pursuant to emergency Ordinance No. 1703, adopting an immediate moratorium on the siting, establishment, licensing, or operation of any new retail establishments selling vaping products, smoking paraphernalia, or both, in the Downtown Commercial zoning district of the City of Cle Elum; and prohibiting the acceptance of applications for building permits, business licenses, or other approvals related to such establishments during the term of the moratorium; and authorizing the City to study and develop appropriate comprehensive land use, zoning, licensing, or registration regulations addressing such uses for consideration by the City Council.

WHEREAS, pursuant to RCW 36.70A.390 and RCW 35A.63.220, the City Council of the City of Cle Elum by unanimous vote of those present on August 12, 2025, adopted Ordinance 1703 imposing a moratorium for six months prohibiting the siting, establishment, licensing, or operation of any new retail establishments selling vaping products, smoking paraphernalia, or both, in the Downtown Commercial zoning district, and further prohibiting the filing, acceptance, and issuance of development applications, business licenses, building permits, or other approvals related to such establishments during the term of the moratorium; and

WHEREAS, RCW 36.70A.390 and RCW 35A.63.220 require the City Council to hold a public hearing within sixty (60) days after imposition of a moratorium to receive evidence and testimony regarding imposition of the moratorium, to consider whether such moratorium should be modified or continue in effect as originally adopted, and to adopt findings of fact supporting such decision; and

WHEREAS, the City Council has held public hearings on September 9 and September 23, 2025 pursuant to notice duly published, and having considered all evidence and testimony presented, hereby makes the following:

Findings of Fact

1. The City of Cle Elum is committed to protecting the public health, safety, and welfare of its residents, particularly youth and vulnerable populations.
2. There has been a noted increase in the proliferation of retail establishments selling vaping products, smoking paraphernalia, or both, in various communities.
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10. The City Council finds it necessary to study the potential secondary land use impacts of these establishments in the Downtown Commercial (DC) zoning district, including effects on public health, neighborhood character, traffic, and compatibility.
11. During this study period, it is prudent to prevent the establishment of new retail establishments selling vaping products, smoking paraphernalia, or both, to avoid vesting of rights that could complicate future regulations.
12. A temporary moratorium will provide the city time to develop appropriate zoning and land use controls for these uses.
13. The City Council finds that such a moratorium is necessary to protect public health, safety, and welfare.
14. The City Council of the City of Cle Elum has authority pursuant to RCW 36.70A.390 and RCW 35A.63.220 to adopt a moratorium to preserve the status quo pending development of comprehensive land use controls and regulations, health and safety regulations, and business licensing or registration regulations and procedures concerning retail establishments selling vaping products, smoking paraphernalia, or both.
15. The City Council finds and determines that the moratorium adopted and implemented pursuant to Ordinance No. 1703 should remain in effect according to its terms, and that such

continuation is in the best interests of residents of the City of Cle Elum and will promote the general health, safety, and welfare.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CLE ELUM:

1. The Findings of Fact set forth above are hereby adopted as the Findings of Fact supporting the adoption, implementation, and continuation of the moratorium adopted August 12, 2025, pursuant to Ordinance No. 1703, according to its terms.
2. The City Administrator of the City of Cle Elum is hereby authorized and directed to perform those duties and functions set forth in Ordinance No. 1703, including but not limited to, development of proposed comprehensive land use, licensing, and health and safety regulations pertaining to retail establishments selling vaping products, smoking paraphernalia, or both, and any issues ancillary thereto.

ADOPTED BY THE CITY COUNCIL this _____ of _____, 2025.

Matthew Lundh, Mayor

ATTEST:

City Clerk

CITY OF CLE ELUM
Planning Department

Resolution 2025-019

AGENDA DATE: September 23, 2025

ITEM TITLE: Resolution authorizing the adoption of the Kittitas County Multi-Jurisdictional Hazard Mitigation Plan

SUMMARY: The Federal Emergency Management Agency (FEMA) has approved the 2025 Kittitas County Multi-Jurisdictional Hazard Mitigation Plan, pending adoption by each participating planning partner. Hazard mitigation planning is proactive—designed to reduce risk before disaster strikes—and provides significant benefits for communities. A well-prepared plan identifies the hazards a community faces, evaluates the likelihood of their occurrence, and outlines the potential impacts and disruptions.

Under the federal Disaster Mitigation Act of 2000, communities without a FEMA-approved hazard mitigation plan are not eligible for project grants through programs such as the Flood Mitigation Assistance Program (FMA), the Hazard Mitigation Grant Program (HMGP), and the Building Resilient Infrastructure and Communities (BRIC) program. The next step in the process is for each participating municipality to formally adopt the plan.

ATTACHMENTS: Resolution 2025-019, [Multi-Jurisdictional Hazard Mitigation Plan](#), FEMA Acknowledgement Letter

LEAD STAFF: Colleda Monick, Planning Consultant for the City of Cle Elum



FEMA

July 11, 2025

Mr. Tim Cook
State Hazard Mitigation Officer
Washington State Emergency Management Division
Building 20, MS TA-20
Camp Murray, Washington 98430-5122

Reference: Adoption Needed to Finish Kittitas County Hazard Mitigation Plan Process

The Risk Analysis Branch of FEMA Region 10 Mitigation Division has determined the Kittitas County Mitigation Plan meets all applicable FEMA mitigation planning requirements¹. An adoption resolution by a plan participant is needed for FEMA plan approval.

Mitigation plans may include additional content to meet Element H: Additional State Requirements or content the local government included beyond applicable FEMA mitigation planning requirements. Determination that the plan is “Approvable Pending Adoption” does not include the review or approval of content that exceeds these applicable FEMA mitigation planning requirements.

Local governments, including special districts, with a plan status of APA are not eligible for FEMA mitigation grant programs with a mitigation plan requirement. The next step in the approval process is to formally adopt the mitigation plan and send a resolution to the state for submission to FEMA. Sample adoption resolutions can be found in Appendix A of the Local Mitigation Planning Policy Guide.

An approved local mitigation plan, including adoption by the local government, is one of the conditions for applying for and/or receiving FEMA mitigation grants.

Participating jurisdictions that adopt the plan more than one year after APA status has been issued must either:

- Validate that their information in the plan remains current with respect to both the risk assessment (no recent hazard events, no changes in development) and their mitigation strategy (no changes necessary); or
- Make the necessary updates before submitting the adoption resolution to FEMA.

¹ Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended; the National Flood Insurance Act of 1968, as amended; and National Dam Safety Program Act, as amended; 44 CFR Part 201, Mitigation Planning; and Local Mitigation Planning Policy Guide (FP-206-21-0002).

Sincerely,

WENDY L SHAW Digitally signed by WENDY L
SHAW
Date: 2025.07.14 08:59:55 -07'00'

Wendy Shaw, P.E.

Risk Analysis Branch Chief

Mitigation Division

Attachment: Local Mitigation Plan Review Tool

JG:JF

RESOLUTION NO. 2025-019

A RESOLUTION ADOPTING THE 2025 KITTITAS COUNTY HAZARD MITIGATION PLAN AS APPROVED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY

WHEREAS, natural hazards pose threats to people and property within City of Cle Elum; and

WHEREAS, the City of Cle Elum and planning partners have prepared a multi-jurisdictional Hazard Mitigation Plan, hereby known as the 2025 Kittitas County Hazard Mitigation Plan, in accordance with federal laws, including the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended; the National Flood Insurance Act of 1968, as amended; and the National Dam Safety Program Act, as amended; and

WHEREAS, on July 11, 2025, the Federal Emergency Management Agency (FEMA) notified the Washington State Emergency Management Division that the 2025 Kittitas County Hazard Mitigation Plan is approved pending adoption by the City of Cle Elum; and

WHEREAS, adoption of the 2025 Kittitas County Hazard Mitigation Plan is required for eligibility for FEMA mitigation grant programs with a mitigation plan requirement; and

WHEREAS, the 2025 Kittitas County Hazard Mitigation Plan identifies mitigation goals and actions to reduce or eliminate long-term risks to people and property in City of Cle Elum from the impacts of future hazards and disasters; and

WHEREAS, adoption by the City of Cle Elum demonstrates its commitment to hazard mitigation and achieving the goals outlined in the 2025 Kittitas County Hazard Mitigation Plan.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Cle Elum, in the best interest of the public, does hereby adopt the “2025 Kittitas County Hazard Mitigation Plan” as approved by the Federal Emergency Management Agency.

DATED this ____ day of _____, 2025, at Cle Elum, Washington.

Mathew Lundh, Mayor

Attest:

Debbie Lee, City Clerk

CITY OF CLE ELUM
Public Works Department

AGENDA DATE: September 23, 2025

ITEM TITLE: MOU acknowledging sufficiency of transferred water rights for Bullfrog Flats development

SUMMARY: Bullfrog Flats LLC has transferred three Certificates of Adjudicated Water Rights to the City of Cle Elum. This staff report summarizes the findings of a water rights review conducted to determine whether the transferred water rights are sufficient to meet the projected demands of the Bullfrog Flats development, which includes 1,334 dwelling units at full buildout.

The total transferred water rights include:

- Annual withdrawal (Qa): 465.40 acre-feet
- Instantaneous withdrawal (Qi): 1.51 cubic feet per second (cfs)

Based on the City's adopted Water System Plan and guidance from the Washington State Department of Health (DOH), the transferred water rights are:

- Adequate for annual demand (Qa) of 312.16 acre-feet for full buildout
- Adequate for instantaneous demand (Qi) when evaluated using Maximum Day Demand (MDD), which totals 1.234 cfs for full buildout

While the Peak Hour Demand (2.53 cfs) exceeds the transferred Qi, the City's Water System Plan and DOH guidance support using MDD (0.000925 cfs per ERU) for evaluating water rights sufficiency if fire suppression storage replenishment is also included in the water right evaluation. Including fire suppression storage replenishment needs, the total projected daily demand of the Bullfrog Flats development is 957,732 gallons, which is within the capacity of the transferred water rights (975,939 gallons/day).

This analysis confirms that the transferred water rights are sufficient for the Bullfrog Flats development under current planning assumptions and regulatory guidance.

ATTACHMENTS: MOU re Water Rights and associated Exhibits A-D

LEAD STAFF: Ben Annen, PE, Engineering Consultant for the City of Cle Elum

MEMORANDUM OF UNDERSTANDING REGARDING WATER RIGHTS BETWEEN THE CITY OF CLE ELUM AND BULLFROG FLATS LLC

This Memorandum of Understanding (“MOU”) establishes the understanding between Bullfrog Flats LLC, a Washington limited liability corporation (“Bullfrog Flats”), and the City of Cle Elum, a Washington municipal corporation (“City”), collectively the “Parties,” relating to the transfer of water rights from Bullfrog Flats to the City for the development of the property commonly known as the “Bullfrog UGA,” and the satisfaction of certain obligations through said transfer of water rights.

A. Background and Conveyance of Water Rights

1. The Bullfrog UGA is subject to that certain Development Agreement by and between the City and Trendwest Investments, Inc. and Trendwest Properties, Inc. Relating to the Development of Real Property Located within the Cle Elum Urban Growth Area, Commonly Known as the “Bullfrog UGA” dated as of October 30, 2002, as transferred and amended under Resolution No. R-2025-009 (the “Development Agreement”).
2. On June 19, 2001, the City and Bullfrog Flats’ predecessor-in-interest entered into the Agreement Relating to Water Supply for Bullfrog Flats UGA between the City and Trendwest Investments, Inc., Trendwest Resorts, Inc., and Trendwest Properties, Inc. (“Water Supply Agreement”), that states, among other provisions, that “[w]ater supplied to the UGA Property shall not exceed the amount, both in acre-feet yearly and instantaneous” of the approved flow of the water rights transferred by Trendwest to the City for use in the City’s supply service area. The Water Supply Agreement also states that the sufficiency of the water rights transferred to the City by Trendwest would be “...based on the amount of water required per Equivalent Residential Unit (“ERU”), as established by the City Council after taking into account the City’s Water Comprehensive Plan as approved by the Washington State Department of Health.” A copy of the Water Supply Agreement is attached hereto as Exhibit “A”.
3. By Resolutions R-2025-008 and R-2025-009, the Cle Elum City Council approved the transfer of the Development Agreement to Bullfrog Flats and issued a final decision approving, among other things, Bullfrog Flats’ proposed Master Plat and preliminary plats for Phases S-1, S-2, and J, subject to conditions (the “Project Approvals”).

4. On May 9, 2019, the Superior Court of Yakima County issued a Final Decree in the matter *State of Washington, Department of Ecology v. James J. Acquavella, et al.* (“*Acquavella*”) under County Cause No. 77-2-01484-5. Pursuant to the Final Decree, several certificates of adjudicated water right were created and issued by the Washington Department of Ecology (“Ecology”), including Certificates of Adjudicated Water Rights S4-84110-J, S4-84111-J, and S4-85228-J, collectively the “Water Rights,” attached as Exhibit “B”.
5. On October 31, 2019, Ecology, as grantor, issued the Water Rights to New Suncadia LLC, as grantee. The three certificates of adjudicated water right were duly recorded with the Kittitas County Auditor under recording numbers 201909180070, 201909180083, and 201909180072 (Exhibit B).
6. Consistent with the Second Development Agreement Amendment Section 1.3.1, Bullfrog Flats has conveyed the Water Rights to the City by and through the Statutory Warranted Deed recorded on June 5, 2025 in Kittitas County under Auditor’s File No. 202506050021 (“Conveyance”). A copy of the Statutory Warranty Deed is attached hereto as Exhibit “C”.
7. The documentation of the Water Rights issuance, the chain of title, and the Conveyances shows that the Water Rights confirmed by the *Aquavella* Court in the Final Decree (May 9, 2019) have been legally conveyed in-full to the City.

B. Regulatory Status of Water Rights

Bullfrog Flats has represented to the City that the Water Rights are in good standing and that there are no pending applications, requests, or other documentation before Ecology that affect the status of the Water Rights. The City is in the process of confirming the regulatory status of the Water Rights with Ecology and has filed a pending records request with Ecology. If the Ecology records contain information that raises a reasonable question as to the scope, extent, or regulatory status (other than the name and address of the water rights holder) of the Water Rights, the City reserves the right to reopen the provisions of this MOU.

C. City Review of Water Rights

8. The Conveyance conveyed to the City water rights with the following annual quantity (“Qa”) and instantaneous flow (“Qi”):

S4-84110-J	Qa = 283.92 acre feet	Qi = 0.52 cubic feet per second (cfs)
S4-84111-J	Qa = 88.94 acre feet	Qi = 0.49 cfs

S4-85228-J	<u>Qa = 92.54 acre feet</u>	<u>Qi = 0.50 cfs</u>
Total	Qa = 465.4 acre feet	Qi = 1.51 cfs

9. As part of the Project Approvals, the City adopted the Findings, Conclusions and Recommendation of Approval issued by the City’s Hearing Examiner on March 3, 2025 (the “HE Recommendation”).
10. The HE Recommendation included Preliminary Plat Conditions of Approval for Phases S-1, S-2, and J. Condition 5 requires Bullfrog Flats to convey sufficient annual (Qa) and instantaneous (Qi) water right quantity to serve Phases S-1, S-2, and J, based on water demands of 1 ERU equaling 209 gallons per day (0.234 acre feet) average annual demand and 0.7 gallons per minute (0.0019 cubic feet per second, cfs) peak hour demand.
11. The City has conducted a review of the Water Rights, attached hereto as Exhibit “D” (the “Water Rights Review Memo”).
12. The Water Rights Review Memo concludes that the Water Rights provide sufficient Qa and Qi for the first three phases, Phases S-1, S-2, and J. The Parties agree that through the Conveyance, Bullfrog Flats has conveyed water rights sufficient to meet water supply requirements for the number of residential units proposed in Phases S-1, S-2, and J, satisfying Condition 5 of the Preliminary Plat Conditions of Approval for Phases S-1, S-2, and J.
13. Based on a calculation of water demands of 1 ERU equaling 209 gallons per day (0.234 acre feet) average annual demand and 598 gallons per day (0.000925 cubic feet per second, cfs) maximum day demand, as adopted in the City’s current Water System Plan, the Water Rights Review Memo concludes that the Water Rights provide sufficient Qa and Qi for the full buildout of 1,334 residential units as approved under the Project Approvals and pursuant to the Development Agreement and Second Amendment to Development Agreement, consistent with CEMC 17.45.090, and subject to the water supply provision for the as-built project as stated in the Water Supply Agreement. As explained in the Water Rights Review Memo, use of the maximum day demand for the Qi water right sufficiency evaluation is consistent with the current Washington State Department of Health (DOH) Water System Design Manual and the City’s Water System Plan, including the requirement that the water supply be sufficient to replenish depleted fire suppression storage within a 72 hour period.

14. The Water Rights Review Memo also concludes that the Water Rights provide sufficient Qa and Qi to replenish fire suppression storage while continuing to meet the water supply needs for full buildout of 1,334 residential units, as set forth in the City Water System Plan. As described in the Water Rights Review Memo, the Water Rights are sufficient regardless of whether fire suppression storage replenishment is calculated on a Citywide basis or on a basis proportionate to the Bullfrog UGA.

D. General Provisions

15. All exhibits attached to this MOU are hereby incorporated into and made a material part of this MOU.
16. This MOU implements certain provisions of the Development Agreement and the Water Supply Agreement, which are hereby incorporated into and made a material part of this MOU. This MOU shall be read and construed in conjunction with the Development Agreement and the Water Supply Agreement, but in the event of any inconsistency or conflict of terms with the MOU, the Development Agreement and the Water Supply Agreement control.
17. The General Provisions of the Development Agreement are incorporated into this MOU as if the same were fully set forth herein.
18. This MOU may be executed in counterparts, and a PDF or electronically transmitted signature shall be binding as an original.

[Signature pages follow]

Bullfrog Flats LLC:

Benjamin Paulus, Member

Date

City of Cle Elum

Matthew Lundh, Mayor

Date

**AGREEMENT RELATING TO
WATER SUPPLY FOR
BULLFROG FLATS UGA
between
THE CITY OF CLE ELUM
and
TRENDWEST INVESTMENTS, INC.,
TRENDWEST RESORTS, INC., and
TRENDWEST PROPERTIES, INC.**

THIS AGREEMENT is entered into this 19th day of JUNE, 2001, between the City of Cle Elum, Washington (hereafter "City"), Trendwest Investments, Inc., a Washington corporation, Trendwest Resorts, Inc., an Oregon corporation registered to conduct business in the State of Washington, and Trendwest Properties, Inc., a Washington corporation (hereafter collectively "Trendwest").

RECITALS:

1. The City is a second-class city organized under the laws of the State of Washington, located in Kittitas County, Washington.

2. The City, in cooperation with the Town of South Cle Elum (hereafter "Town") and with the guidance and encouragement of the Washington State Department of Ecology (hereafter "Ecology") and the Washington State Department of Health (hereafter "Health"), is in the process of developing a regional public water supply system (hereafter "WSS") that is designed to provide water to users within the City and the Town as well as other users on lands located nearby.

3. Trendwest is the owner of approximately 1,120 acres located in the Bull Frog Flats area of Kittitas County, legally described in Exhibit A hereto, which lies wholly within an Urban Growth Area established by the City on June 23, 1998, pursuant to City Resolution No. 6/23/98-1. On December 22, 1998, the Kittitas County Board of Commissioners adopted Ordinance 98-24 amending the County Comprehensive Plan to establish the Bull Frog Flats Property (hereafter referred to as the "UGA Property") as within the City's Urban Growth Area. The UGA Property currently is being processed for annexation into the City, consistent with the desire and intent of both the City and Trendwest.

4. Trendwest conducts residential, commercial, and recreational development activities upon real property. As to the UGA Property, Trendwest is

proposing a community consisting of, among other elements: residential; business park; a park and playfields; community center; lands for public schools, water treatment plant, and cemetery expansion; a potential golf course and horse park; and open space. Exhibit B hereto sets forth on a map the UGA Property.

5. Trendwest needs water to accomplish its development and in 1997 approached the City with a request to obtain a water supply from the City, relying on the City's new WSS (now in its implementation stage), for use within the UGA Property.

6. In response to the water supply request of Trendwest, the City conducted a series of public meetings (before both a Committee of the City Council and the City Council) during 1998 and 1999, related to the establishment of a City policy pertaining to water use within the UGA Property, and on November 23, 1999, the City adopted Resolution No. 11/23/99-1. The foundation City policy set forth in the Resolution states that "no existing water rights or supplies presently owned by the City shall provide the base for supply water to the UGA." The Resolution further provides, among its elements, (1) that the City will not provide water to the UGA Property until a water supply agreement consistent with the policy and requirements of the Resolution is executed by the City and Trendwest, and (2) that the City will work with Trendwest in pursuit of the expeditious processing of any water right change applications designed to comply with the foundation City policy.

7. Trendwest has acquired water rights from the Yakima River known as the Pautzke Bait Co, Inc., water rights, recommended for confirmation under Claim No. 01724 by the Second Supplemental Report of Referee Re: Subbasin No. 7 (Reecer Creek), Washington v. Acquavella, Yakima County Superior Court No. 77-2-01484-5 (January 17, 2001). Trendwest has filed applications pursuant to the state water code for changes in point of diversion, place of use, and purpose of use of a portion of these water rights as a condition to the City serving approved uses in the UGA, provided that the City has agreed that water supplies for public school expansion, new public community center, cemetery expansion, and new business park uses within the UGA shall be based on water rights or supplies other than those provided by Trendwest.

8. Trendwest's desire is for the City to provide water sufficient to satisfy the water supply needs of the UGA Property, consistent with the City's foundation water policy, by obtaining appropriate changes (under the state water codes) to the water rights described in Recital 7, and transferring to the City as much water rights as is necessary to serve approved uses in the UGA, as also described in Recital 7.

9. The City is willing to provide water to the UGA Property consistent with Resolution 11/23/99-1.

10. It is the purpose of this Agreement to satisfy the requirement of Paragraph 3 of the aforementioned City's water right/supply policy, Resolution 11/23/99-1, that a water supply agreement be executed between the parties before water is supplied to the UGA Property by the City.

AGREEMENTS:

On the basis of Recitals 1 through 10, supra, the City and Trendwest agree as follows:

11. **Water Supply to UGA Property.** Subject to the satisfaction of the conditions of Paragraph 12 and following hereof, the City agrees to supply water to the UGA Property.

12. **Water Rates.** The City shall charge water customers in the UGA Property on a monthly basis in accordance with the City's adopted rate schedule applicable to the various water uses within the City, including the UGA Property. If necessary, a rate schedule shall be established by the City for water uses applicable to golf courses such as the potential golf course under consideration for the UGA Property.

13. **Conditions of Water Supply to UGA Property.** Water supplied by the City to the UGA Property is subject to the following:

- a. Water supplied to the UGA Property shall not exceed the amount, both in acre-feet yearly and instantaneous, approved for change to the point(s) of diversion of the WSS, to the place of use of the City's water supply service area, and to the purpose of use as year-round municipal in relation to the water rights described in Recital 7 (or other water rights not described in said Recital with a priority date prior to 1905 and exercisable without limitation other than priority, that have been transferred to the City as described in Recital 8); said amounts being the amount approved less conveyance and treatment losses associated with supplying the UGA Property. No water shall be supplied to the UGA except on the basis of rights transferred to the City as described in Recital 8.

- b. Except as provided in subsection b(4) of this Paragraph 13, no water shall be supplied to the UGA Property:
- (1) Prior to the title of the water rights, changed to a condition as provided in subsection a of this Paragraph 13, being transferred to and owned by the City as provided in Paragraph 14;
 - (2) Prior to any approvals by the Washington State Department of Health and any other governmental agency required in order for the City to provide domestic water service to the UGA Property;
 - (3) Prior to the completion of the WSS, including water diversion, conveyance, and treatment facilities, in an approved operating condition to the extent required to supply water to the various uses on the UGA Property, provided that nonpotable water may be delivered before treatment facilities are completed;
 - (4) Water will be supplied on an interim basis by the City to the UGA Property from its existing facilities prior to the satisfaction of Paragraph 13.b(3), to the extent and in an amount as determined solely by the City if (a) existing City facilities are physically capable of providing water to the UGA Property, (b) title has been transferred as provided in Paragraph 13.b(1), or other supplies have been secured as provided in Paragraph 13.e(2), and (c) approval has been obtained as provided in Paragraph 13.b(2).
- c. The amount of water supplied to the UGA Property for domestic use shall be limited to the number of hook-ups eligible for water based on the amount of water required per Equivalent Residential Unit ("ERU"), as established by the City Council after taking into account the City's Water Comprehensive Plan as approved by the Washington State Department of Health. The City's Water Comprehensive Plan currently identifies average daily demand as 610 gpd/ERU. No later than three years after the execution of this agreement, the City shall initiate examination of this demand estimate as the new WSS is put into operation and, with the expectation that average daily demand per ERU will be reduced,

the City agrees to modify the ERU requirement consistent with the first sentence of this subsection c.

- d. As to water supplied to the UGA Property for potential golf course use, the following water use methods and facilities shall be used:
 - (1) Computerized control of irrigation;
 - (2) Central weather station;
 - (3) Significant use of high-efficiency irrigation heads;
 - (4) Automatic shut down ability; and
 - (5) Shrubbery and plants as provided for in the City's "water-wise" water use program existing on the effective date of this Agreement or as hereafter adopted by the City.
- e. In times of shortage of water available to the City to supply all of the City's customers:
 - (1) Water shall be first reduced or terminated as to golf course uses (other than for greens, tees, and internal clubhouse uses) and horse park uses (other than for stockwatering) consistent with City-wide policies associated with recreational uses. If the water supply shortage requires further reduction in the supply of water after termination as above-described, any further reduction of the water supply shall be in accordance with the rules established by the City for recreational, open space and other uses of water within the City's service area.
 - (2) Notwithstanding the mandate of the first sentence of Paragraph 13.e(1), the City will supply water to satisfy uses reduced or terminated under said subsection in an amount equivalent to the amount of supplemental water (less conveyance and treatment losses) which is provided by Trendwest, on an interim basis solely during times of shortage, to a diversion work of Cle Elum's WSS located on either the Cle Elum or Yakima Rivers.

- (3) Nothing herein shall preclude Trendwest from providing water to satisfy uses reduced or terminated under the first sentence of subsection 13.e(1) through diversion and delivery facilities other than the City's facilities, on an interim basis solely during times of such shortage.

14. **Transfer of Water Rights.** Trendwest shall transfer to the City the water rights necessary to serve approved uses in the UGA, as described in Recital 7. Trendwest may transfer the water rights to the City in phases, and shall convey the rights, title and interest to these rights by one or more Statutory Warranty Deeds.

15. **Indemnification.** Trendwest hereby agrees to indemnify and hold harmless the City, its elected and appointed officials, employees, and agents, and their successors and assigns, from any and all claims arising under or related to implementation of this Agreement, (a) except to the extent the claims are resulting from any negligence or intentional act or omission of the City, or (b) except for claims arising from the adoption of water rates, water comprehensive plans, water conservation policies, or other actions of city-wide applicability. This indemnity shall survive cancellation of the Agreement.

16. **Notices.** All notices under this Agreement shall be in writing, and shall be delivered or mailed by certified mail, return receipt requested, and shall be effective as of the date of delivery, on the date of receipt as shown on the return receipt, or three days after the postmark date if there is no return receipt. Notices shall be addressed to the following addresses or to such other address as the Party may specify in writing:

TO CLE ELUM:
City of Cle Elum
119 W. 1st Street
Cle Elum, WA 98922

With a copy to:
Erin L. Anderson
Cone, Gilreath, Ellis, Cole &
Anderson
P. O. Box 499
Ellensburg, WA 98926

TO TRENDWEST:
Trendwest Properties, Inc.
P.O. Box 887
109 S. 1st Street
Roslyn, WA 98941

With a copy to:
Richard M. Peterson
Hillis, Clark, Martin & Peterson
1221 Second Avenue, Suite 500
Seattle, WA 98101-1090

17. **Reimbursement of Other City Costs.** Trendwest shall reimburse the City for all costs incurred by the City (a) in defending the validity or exercisability of

all water rights transferred to the City under this agreement pertaining to Acquavella, supra, or in any "non-general adjudication" of water rights litigation or with regard to any governmental action or process which may affect the legal status and/or the ability to make beneficial use of the water rights; (b) while participating in any federal, state, or local water planning process, including among others, habitat conservation planning relating to Federal Endangered Species Act species listings; or (c) in defending the validity of this Agreement, other than for procedural errors by the City made during the course of the approval by the City of this Agreement.

18. **Binding Effect.** This Agreement is binding upon and inures to the benefit of the parties to the Agreement as well as upon and to the benefit of their respective heirs, personal representatives, assigns, and other successors in interest.

19. **Entire Agreement; Relationship to Other Agreements.** This document contains the entire agreement between the parties with respect to the subject matter of the Agreement. There are no agreements, promises, assurances, representations, warranties, undertakings, or understandings, either written or oral, between Trendwest and the City concerning the subject matter of the Agreement other than those set forth in this document. Any amendment of this Agreement must be in writing and signed by both the City and by Trendwest. The parties have previously executed other agreements concerning Trendwest's anticipated projects, some of which deal with the subject of water and including, but not limited to, the Agreement for Payment of Professional/Staff/Consultant Services, the Pre-Annexation Agreement, and the Water Supply System Project Development Agreement. This Agreement does not amend or supersede any other agreement between the parties. This Agreement is intended to be consistent with the terms of such other agreements, but to the extent of any conflict with those other agreements, the terms of this Agreement shall control as to issues relating to the supply of water to the UGA Property.

20. **Severability.** No provision of this Agreement is severable from other provisions of this Agreement. Should any provision or provisions of this Agreement be unenforceable for any reason, the party finding itself unable to enforce said provision(s) may, at its sole discretion, declare this entire Agreement to be null and void.

21. **Applicable Law; Venue.** This Agreement shall be governed and enforced under the laws of the State of Washington. Venue for any action arising under or related to this Agreement shall lie in Kittitas County, Washington.

CITY OF CLE ELUM

Witnesseth:

By 
Gary Berndt
Mayor


DeLiela Bannister
Cle Elum City Clerk

Date: 6/15/01

Approved as to form:


Erin Anderson
City Attorney

TRENDWEST INVESTMENTS, INC.

By 
William F. Peare
President

Date: 6/19/01

TRENDWEST RESORTS, INC.

By 
William F. Peare
President

Date: 6/19/01

TRENDWEST PROPERTIES, INC.

By W. F. Peare
William F. Peare
President

Date: 6/13/01

Exhibits:

- A. Legal Description of Bullfrog Flats/UGA Property
- B. Map of Bullfrog Flats/UGA Property



STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

1250 W Alder St • Union Gap, WA 98903-0009 • (509) 575-2490

10/31/2019

New Suncadia, LLC
Mentor Law Group, PLLC
411 1st Ave S, # 450
Seattle, WA 98104-2682
Sub Basin 7

Re: Certificate No. S4-84110-J

Enclosed for your records is your recorded Certificate. Please retain this for your files.

If you have any questions, please contact the Water Resources Help Desk at (509) 575-2597.

Sincerely,

A handwritten signature in blue ink that reads "Nancy S. Beecher".

Nancy S. Beecher
Water Resources Program
Central Regional Office

NB/1910132
WRTS No. 4766120

Enclosure: Recorded Certificate
Focus On Water Right Relinquishment

09/18/2019 04:44:12 PM

201909180083

\$105.50
Water Right WA STATE DEPT OF ECOLOGY
Kittitas County Auditor

Page: 1 of 3



Return Name and Address:

WA State Dept. of Ecology
Central Regional Office
1250 W. Alder Street
Union Gap, WA 98903-0009

REVIEWED BY

KITTITAS COUNTY TREASURER

DEPUTY

DATE

K. W. H. H. H. H. H.
9/18/2019

RECEIVED

OCT 24 2019

Dept of Ecology
Central Regional Office

PLEASE PRINT OR TYPE INFORMATION:

Document Title: Certificate of Adjudicated Water Right
Certificate Number: S4-84110-J
Grantor(s) 1. WA State Dept. of Ecology
Grantee(s) 1. New Suncadia, LLC
Legal description (abbreviated) Sec, 25-36, T. 20 N., R. 15 E.W.M. & Section 31, T. 20 N., R. 16 E.W.M.
Reference Number(s) of documents assigned or released:
Assessor's Property Tax Parcel/Account Number(s): Multiple parcels (municipal)
The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information.

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OCT 24 2019

Dept of Ecology
Central Regional Office



State of Washington
Department of
Ecology
**CERTIFICATE OF ADJUDICATED
WATER RIGHT**



This certificate of adjudicated water right is issued pursuant to the Final Decree made and entered by the Superior Court of the State of Washington in and for Yakima County on the 9th day of May 2019 in the case of State of Washington, Department of Ecology v. James J. Acquavella, et al., County Cause No. 77-2-01484-5. This water right is subject to and will be administered according to the Final Decree, which under Paragraph 8 incorporates all orders and opinions entered in the case. In the event of a conflict between this Certificate and the Final Decree, the Final Decree shall govern.

WATER RIGHT HOLDER: New Suncadia, LLC	MAILING ADDRESS: New Suncadia, LLC Mentor Law Group, PLLC 411 1st Ave S, # 450 Seattle, WA 98104-2682
---	--

CERTIFICATE NUMBER: S4-84110-J	COURT CLAIM NUMBER: 01724	PRIORITY DATE: May 6, 1893
SUBBASIN NUMBER: 07	SUBBASIN NAME: Reecer Creek	CFO DATE: October 25, 2001

Source

Yakima River and Cle Elum River

Quantity

0.52 cubic feet per second, 102.36 acre-feet per year from April 1 to October 15; 0.67 cubic feet per second, 181.56 acre-feet per year from October 16 to March 31, not to exceed 67.51 acre-feet total annual consumptive use.

Purpose of Use

Municipal Water Supply Purposes

Period of Use

Continuous

Point of Diversion

Yakima River: Within the SW¼SE¼ of Section 27, T. 20 N., R. 15 E.W.M. (City of Cle Elum Diversion).

Cle Elum River: Within the SW¼SE¼ of Section 30, T. 20 N., R. 15 E.W.M. (City of Cle Elum Diversion) – located within Subbasin No. 1 (Lake Cle Elum)

Place of Use

Area served by the Cle Elum and South Cle Elum new regional water supply system located within the urban growth boundaries for Cle Elum and South Cle Elum established by Kittitas County. This place of use lies within portions of Sections 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, and 36, of T. 20 N., R. 15 E.W.M., and Section 31 of T. 20 N., R. 16 E.W.M.

Provisions and Limitations of Use

Use of this water right shall be consistent with the Trust Water Right Agreement between the Department of Ecology and New Suncadia, LLC entered into on December 30, 2015.

The right to the use of a water right established under the laws of the State of Washington and confirmed hereby is restricted to the lands or place of use, purpose(s) of use, and to the other specified terms and conditions herein described, unless approved for change as provided in RCW 90.03.380 or other statute.

This certificated water right may be subject to relinquishment for nonuse of water as provided in Chapter 90.14 RCW.

Given under my hand and the seal of this office at Union Gap, Washington, this 17th day of September, 2019.

Maia Bellon, Director
Department of Ecology



DATA REVIEW
OK LB

A handwritten signature in blue ink that reads "Trevor Hutton".

Trevor Hutton, Section Manager
Central Regional Office
Water Resources Program

To request ADA accommodation including materials in a format for the visually impaired, call Ecology Water Resources Program at 360-407-6872. Persons with impaired hearing may call Washington Relay Service at 711. Persons with speech disability may call TTY at 877-833-6341.



STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

1250 W Alder St • Union Gap, WA 98903-0009 • (509) 575-2490

10/31/2019

New Suncadia, LLC
Mentor Law Group, PLLC
411 1st Ave S, # 450
Seattle, WA 98104-2682
Sub Basin 5

Re: Certificate No. S4-84111-J

Enclosed for your records is your recorded Certificate. Please retain this for your files.

If you have any questions, please contact the Water Resources Help Desk at (509) 575-2597.

Sincerely,

A handwritten signature in blue ink that reads "Nancy S. Beecher".

Nancy S. Beecher
Water Resources Program
Central Regional Office

NB/1910132
WRTS No. 4766894

Enclosure: Recorded Certificate
Focus On Water Right Relinquishment

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Page: 1 of 3

Water Right

WA STATE DEPT OF ECOLOGY

Kittitas County Auditor



Return Name and Address:

WA State Dept. of Ecology
Central Regional Office
1250 W. Alder Street
Union Gap, WA 98903-0009

REVIEWED BY

KITTITAS COUNTY TREASURER

DEPUTY

DATE

K. R. Hoff
9/18/2019

RECEIVED

OCT 24 2019

Dept of Ecology
Central Regional Office

PLEASE PRINT OR TYPE INFORMATION:

Document Title: Certificate of Adjudicated Water Right
Certificate Number: S4-84111-J
Grantor(s) 1. WA State Dept. of Ecology
Grantee(s) 1. New Suncadia, LLC
Legal description (abbreviated) Section 25-36, T. 20 N., R. 15 E.W.M, Section 31, T. 20 N., R. 16 E.W.M.
Reference Number(s) of documents assigned or released:
Assessor's Property Tax Parcel/Account Number(s): Multiple parcels (municipal)
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Dept of Ecology
Central Rec



State of Washington
Department of
Ecology
**CERTIFICATE OF ADJUDICATED
WATER RIGHT**



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WATER RIGHT HOLDER: New Suncadia, LLC	MAILING ADDRESS: New Suncadia, LLC Mentor Law Group, PLLC 411 1st Ave S, # 450 Seattle, WA 98104-2682
---	--

CERTIFICATE NUMBER: S4-84111-J	COURT CLAIM NUMBER: 01724	PRIORITY DATE: October 30, 1884
SUBBASIN NUMBER: 05	SUBBASIN NAME: Elk Heights	CFO DATE: February 8, 2001

Source

Yakima River and Cle Elum River

Quantity

0.49 cubic feet per second, 88.94 acre-feet per year. Annual consumptive use limited to 23.83 acre-feet per year.

Purpose of Use

Municipal Water Supply Purposes

Period of Use

April 1 through October 15

Point of Diversion

Yakima River: Within the SW¼SE¼ of Section 27, T. 20 N., R. 15 E.W.M. (City of Cle Elum Diversion)

Cle Elum River: Within the SW¼SE¼ of Section 30, T. 20 N., R. 15 E.W.M. (City of Cle Elum Diversion) – located within Subbasin No. 1 (Lake Cle Elum).

Place of Use

Area served by the Cle Elum and South Cle Elum new regional water supply system located within the urban growth boundaries for Cle Elum and South Cle Elum established by Kittitas County. This place of use lies within portions of Sections 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35 and 36, of T. 20 N., R. 15 E.W.M., and Section 31 of T. 20 N., R. 16 E.W.M.

Provisions and Limitations of Use

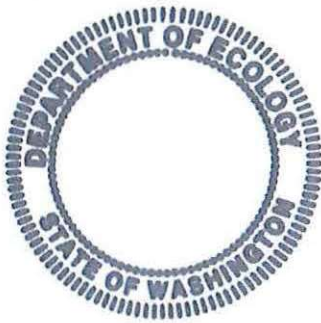
Use of this water right shall be consistent with the Trust Water Right Agreement between the Department of Ecology and New Suncadia, LLC entered into on December 30, 2015.

The right to the use of a water right established under the laws of the State of Washington and confirmed hereby is restricted to the lands or place of use, purpose(s) of use, and to the other specified terms and conditions herein described, unless approved for change as provided in RCW 90.03.380 or other statute.

This certificated water right may be subject to relinquishment for nonuse of water as provided in Chapter 90.14 RCW.

Given under my hand and the seal of this office at Union Gap, Washington, this 17th day of September, 2019.

Maia Bellon, Director
Department of Ecology



DATA REVIEW
OK LB

A handwritten signature in blue ink that reads "Trevor Hutton".

Trevor Hutton, Section Manager
Central Regional Office
Water Resources Program

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STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

1250 W Alder St • Union Gap, WA 98903-0009 • (509) 575-2490

10/31/2019

New Suncadia, LLC
Mentor Law Group, PLLC
411 1st Ave S, # 450
Seattle, WA 98104-2682
Sub Basin 5

Re: Certificate No. S4-85228-J

Enclosed for your records is your recorded Certificate. Please retain this for your files.

If you have any questions, please contact the Water Resources Help Desk at (509) 575-2597.

Sincerely,

A handwritten signature in blue ink that reads "Nancy S. Beecher".

Nancy S. Beecher
Water Resources Program
Central Regional Office

NB/1910132
WRTS No. 6522704

Enclosure: Recorded Certificate
Focus On Water Right Relinquishment

09/18/2019 04:29:44 PM

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\$105.50

Water Right

Kittitas County Auditor

WA STATE DEPT OF ECOLOGY

Page: 1 of 3



Return Name and Address:

WA State Dept. of Ecology

Central Regional Office

1250 W. Alder Street

Union Gap, WA 98903-0009

REVIEWED BY

KITTITAS COUNTY TREASURER

DEPUTY

DATE

K. Smith
9/18/2019

RECEIVED

OCT 24 2019

**Dept of Ecology
Central Regional Office**

PLEASE PRINT OR TYPE INFORMATION:

Document Title: Certificate of Adjudicated Water Right
Certificate Number: S4-85228-J
Grantor(s) 1. WA State Dept. of Ecology
Grantee(s) 1. New Suncadia, LLC
Legal description (abbreviated) Section 25-36, T. 20 N., R. 15 E.W.M, Section 31, T. 20 N., R. 16 E.W.M.
Reference Number(s) of documents assigned or released:
Assessor's Property Tax Parcel/Account Number(s): Multiple parcels (municipal)
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OCT 24 2019

**Dept of Ecology
Central Regional Office**



State of Washington
Department of
Ecology
**CERTIFICATE OF ADJUDICATED
WATER RIGHT**



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WATER RIGHT HOLDER: New Suncadia, LLC	MAILING ADDRESS: New Suncadia, LLC Mentor Law Group, PLLC 411 1st Ave S, # 450 Seattle, WA 98104-2682
---	--

CERTIFICATE NUMBER: S4-85228-J	COURT CLAIM NUMBER: 01724	PRIORITY DATE: October 30, 1884
SUBBASIN NUMBER: 05	SUBBASIN NAME: Elk Heights	CFO DATE: February 8, 2001

Source

Yakima River and Cle Elum River

Quantity

0.50 cubic feet per second, 90.25 acre-feet per year from April 1 to October 15; 0.13 cubic feet per second, 2.29 acre-feet per year from October 16 to March 31, not to exceed 28.56 acre-feet total annual consumptive use.

Purpose of Use

Municipal Water Supply Purposes

Period of Use

Continuous

Point of Diversion

Yakima River: Within the SW¼SE¼ of Section 27, T. 20 N., R. 15 E.W.M. (City of Cle Elum Diversion).

Cle Elum River: Within the SW¼SE¼ of Section 30, T. 20 N., R. 15 E.W.M. (City of Cle Elum Diversion) – located within Subbasin No 1 (Lake Cle Elum).

Place of Use

Area served by the Cle Elum and South Cle Elum new regional water supply system located within the urban growth boundaries for Cle Elum and South Cle Elum established by Kittitas County. This place of use lies within portions of Sections 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, and 36, of T. 20 N., R. 15 E.W.M., and Section 31 of T. 20 N., R. 16 E.W.M.

Provisions and Limitations of Use

Use of this water right shall be consistent with the Trust Water Right Agreement between the Department of Ecology and New Suncadia, LLC entered into on December 30, 2015.

The right to the use of a water right established under the laws of the State of Washington and confirmed hereby is restricted to the lands or place of use, purpose(s) of use, and to the other specified terms and conditions herein described, unless approved for change as provided in RCW 90.03.380 or other statute.

This certificated water right may be subject to relinquishment for nonuse of water as provided in Chapter 90.14 RCW.

Given under my hand and the seal of this office at Union Gap, Washington, this 17th day of September, 2019.



Maia Bellon, Director
Department of Ecology

A handwritten signature in blue ink that reads "Trevor Hutton".

Trevor Hutton, Section Manager
Central Regional Office
Water Resources Program

DATA REVIEW
OK LB

To request ADA accommodation including materials in a format for the visually impaired, call Ecology Water Resources Program at 360-407-6872. Persons with impaired hearing may call Washington Relay Service at 711. Persons with speech disability may call TTY at 877-833-6341.

AFTER RECORDING RETURN TO:

City of Cle Elum
 Attn: Matthew Lundh
 119 West First Street
 Cle Elum, WA 98922

Real Estate Excise Tax
 Exempt
 Kittitas County Treasurer
 By Savanna RM Myra
 Affidavit No. 2025-897
 Date 06/05/2025

WASHINGTON STATE RECORDER'S COVER SHEET (RCW 65.04)

DOCUMENT TITLE:
Statutory Warranty Deed (Water Rights)
GRANTOR:
Bullfrog Flats LLC, a Washington limited liability company
GRANTEE:
City of Cle Elum, a Washington municipal corporation
LEGAL DESCRIPTION (ABBREVIATED):
Ptns of Sec. 25-36, T. 20 N., R. 15 E. W.M. & Sec. 31, T. 20 N., R. 16 E. W.M.
☒ Full legal description referenced in <u>Exhibit A</u> attached hereto.
ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBERS:
773335 (City Hall) and additional parcels (municipal)
REFERENCE NUMBER OF DOCUMENTS ASSIGNED:
201909180070, 201909180072, 201909180083

**STATUTORY WARRANTY DEED
(Water Rights)**

THE GRANTOR, Bullfrog Flats LLC, a Washington limited liability company, for and in consideration of the fulfillment of obligations under a development agreement, conveys and warrants to the Grantee, City of Cle Elum, a Washington municipal corporation, all right, title and interest in water rights (herein "Water Rights") arising under, relating to, or authorized by Certificate of Adjudicated Water Right No. S4-84110-J (Priority Date May 6, 1893, Issued September 17, 2019), Certificate of Adjudicated Water Right No. S4-84111-J (Priority Date October 30, 1884, Issued September 17, 2019), and Certificate of Adjudicated Water Right No. S4-85228-J (Priority Date October 30, 1884, Issued September 17, 2019), all confirmed under court claim no. 01724 in Yakima County Superior Court Cause No. 77-2-01484-5 (*State of Washington v. Acquavella, et al.*), as more particularly described in Exhibit B, Exhibit C and Exhibit D attached hereto and incorporated herein by this reference.

The interest conveyed hereby consists solely of the Water Rights and does not constitute a conveyance of any lands to which the Water Rights were formerly appurtenant.

The individual signing below represents and warrants that they have authority to execute this Statutory Warranty Deed on behalf of Grantor and that the signature below is effective without any further or subsequent approvals or ratifications.

[Signature and Acknowledgment on Following Page]

Dated: May 29, 2025

GRANTOR:

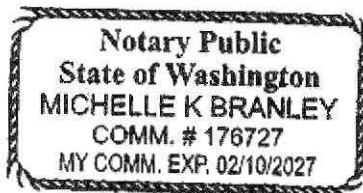
Bullfrog Flats LLC,
a Washington limited liability company

By: [Signature]
Name: Benjamin Paulus
Its: Manager

STATE OF WASHINGTON)
COUNTY OF King) SS

On this 29th day of May, 2025, before me personally appeared Benjamin Paulus, to me known to be the Manager of Bullfrog Flats LLC, a Washington limited liability company, that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed, if any, is the seal of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Signature: Michelle K Branley
Name (Print): Michelle K Branley

NOTARY PUBLIC in and for the State
of Washington, residing at Seattle

My appointment expires: February 10, 2027

EXHIBIT A

Legal Description (Water Rights)

Area served by the Cle Elum and South Cle Elum new regional water supply system located within the urban growth boundaries for Cle Elum and South Cle Elum established by Kittitas County. This place of use lies within portions of Sections 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35 and 36 of T. 20 N., R. 15 E.W.M., and Section 31 of T. 20 N., R. 16 E.W.M.

EXHIBIT B

Water Rights Certificate No. S4-84111-J

Certificate of Adjudicated Water Right No.:	S4-84111-J
Kittitas County Auditor File No.:	201909180070
Source:	Yakima River and Cle Elum River
Purpose of Use:	Municipal Water Supply Purposes
Period of Use:	April 1 through October 15
Quantity:	0.49 cubic feet per second, 88.94 acre-feet per year. Annual consumptive use limited to 23.83 acre-feet per year.
Priority Date:	October 30, 1884
Point of Diversion:	Yakima River: Within the SW1/4SE1/4 of Section 27, T. 20 N., R. 15 E.W.M. (City of Cle Elum Diversion) Cle Elum River: Within the SW1/4SE1/4 of Section 30, T. 20 N., R. 15 E.W.M. (City of Cle Elum Diversion) – located within Subbasin No. 1 (Lake Cle Elum).
Place of Use:	Area served by the Cle Elum and South Cle Elum new regional water supply system located within the urban growth boundaries for Cle Elum and South Cle Elum established by Kittitas County. This place of use lies within portions of Sections 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35 and 36 of T. 20 N., R. 15 E.W.M., and Section 31 of T. 20 N., R. 16 E.W.M.
Provisions and Limitations of Use:	Use of this water right shall be consistent with the Trust Water Right Agreement between the Department of Ecology and New Suncadia, LLC entered into on December 30, 2015.

EXHIBIT C

Water Rights Certificate No. S4-84110-J

Certificate of Adjudicated Water Right No.:	S4-84110-J
Kittitas County Auditor File No.:	201909180083
Source:	Yakima River and Cle Elum River
Purpose of Use:	Municipal Water Supply Purposes
Period of Use:	Continuous
Quantity:	0.52 cubic feet per second, 102.36 acre-feet from April 1 to October 15; 0.67 cubic feet per second, 181.56 acre-feet per year from October 16 to March 31, not to exceed 67.51 acre-feet total annual consumptive use.
Priority Date:	May 6, 1893
Point of Diversion:	Yakima River: Within the SW1/4SE1/4 of Section 27, T. 20 N., R. 15 E.W.M. (City of Cle Elum Diversion) Cle Elum River: Within the SW1/4SE1/4 of Section 30, T. 20 N., R. 15 E.W.M. (City of Cle Elum Diversion) – located within Subbasin No. 1 (Lake Cle Elum).
Place of Use:	Area served by the Cle Elum and South Cle Elum new regional water supply system located within the urban growth boundaries for Cle Elum and South Cle Elum established by Kittitas County. This place of use lies within portions of Sections 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35 and 36 of T. 20 N., R. 15 E.W.M., and Section 31 of T. 20 N., R. 16 E.W.M.
Provisions and Limitations of Use:	Use of this water right shall be consistent with the Trust Water Right Agreement between the Department of Ecology and New Suncadia, LLC entered into on December 30, 2015.

EXHIBIT D

Certificate of Water Right No. S4-85228-J

Certificate of Adjudicated Water Right No.:	S4-85228-J
Kittitas County Auditor File No.:	201909180072
Source:	Yakima River and Cle Elum River
Purpose of Use:	Municipal Water Supply Purposes
Period of Use:	Continuous
Quantity:	0.471 cubic feet per second, 87.78 acre-feet from April 1 to October 15; 0.101 cubic feet per second, 0.2 acre-feet per year from October 16 to March 31, not to exceed 27.65 acre-feet total annual consumptive use.
Priority Date:	October 30, 1884
Point of Diversion:	Yakima River: Within the SW1/4SE1/4 of Section 27, T. 20 N., R. 15 E.W.M. (City of Cle Elum Diversion) Cle Elum River: Within the SW1/4SE1/4 of Section 30, T. 20 N., R. 15 E.W.M. (City of Cle Elum Diversion) – located within Subbasin No. 1 (Lake Cle Elum).
Place of Use:	Area served by the Cle Elum and South Cle Elum new regional water supply system located within the urban growth boundaries for Cle Elum and South Cle Elum established by Kittitas County. This place of use lies within portions of Sections 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35 and 36 of T. 20 N., R. 15 E.W.M., and Section 31 of T. 20 N., R. 16 E.W.M.
Provisions and Limitations of Use:	Use of this water right shall be consistent with the Trust Water Right Agreement between the Department of Ecology and New Suncadia, LLC entered into on December 30, 2015. S4-85228-J is authorized for 0.50 cubic feet per second (cfs), 90.25 acre-feet (AF) during the irrigation season, 0.13 cfs, 2.29 AF outside the irrigation season, not to exceed 28.56 acre-feet of consumptive use. In 2008, Grantor's predecessor-in-interest conveyed a portion of S4-85228-J to the City of Cle Elum. Kittitas County Auditor's Recording No. 200808140013 (Aug. 14, 2008). The conveyance to the City of Cle Elum resulted in a 2.47 AF deduction during the irrigation season, and a 2.09 AF deduction outside the irrigation season.

MEMORANDUM

Date: August 1, 2025
Project No.: 24129E
To: VanNess Feldman
1191 Second Avenue, Suite 1800
Seattle, WA 98101
Attention: Clara Park
VanNess Feldman, Partner
From: Benjamin A. Annen, PE
Re: Bullfrog Flats LLC
Water Rights Review

As you requested, this memorandum was prepared to review Certificates of Adjudicated Water Rights, as transferred by Bullfrog Flats LLC to the City of Cle Elum (City), and to determine if the water right quantities, annual (Qa) and instantaneous (Qi) water rights, are sufficient to meet projected Bullfrog Flats development demands.

Summary

In summary, the transferred annual (Qa) and instantaneous (Qi) water rights, are adequate for the Bullfrog Flats full buildout of 1,334 dwelling units at currently adopted demand rates, subject to the water supply provision for the as-built project as stated in the Water Supply Agreement, and would be sufficient under the guidance regarding the use of Maximum Day Demand (MDD) from the Washington State Department of Health (DOH) Water System Design Manual and the City Water System Plan, and the currently adopted demand rates set forth in the City Water System Plan.

Background

The following water rights and associated annual (Qa) and instantaneous (Qi) withdrawal limits were transferred by Bullfrog Flats LLC to the City of Cle Elum:

S4-84110-J	Qa = 283.92 acre-ft	Qi = 0.52 cubic feet per second (cfs)
S4-84111-J	Qa = 88.94 acre-ft	Qi = 0.49 cfs
S4-85228-J	<u>Qa = 92.54 acre-ft</u>	<u>Qi = 0.50 cfs</u>
Total	Qa = 465.40 acre-ft	Qi = 1.51 cfs

Except as explicitly stated in the Certificates of Adjudicated Water Rights, this memo assumes that there are no provisions or conditions applicable to the City's use of the subject water rights, and any such provisions or conditions are outside and beyond the scope of this analysis.

On March 25, 2025, the Cle Elum City Council approved the Master Plat, Boundary Line Adjustment, and the Preliminary Plats for Phases S-1, S-2, and J as proposed in the applications submitted by Bullfrog Flats LLC. The approval included adopting the Findings,

Conclusions, and Recommendation of Approval (HE Recommendation) as issued by the City's Hearing Examiner on March 3, 2025.

The Preliminary Plat Conditions of Approval for Phases S-1, S-2, and J of the HE Recommendation, specifically condition 5 (restated below), addresses water rights conveyance and requires the developer to provide water rights sufficient to cover their annual demand at the rate of 209 gallons per day per ERU, and peak hour demand at the rate of 0.7 gallons per minute per ERU (or 0.0019 cfs per ERU). Peak hour demand represents the highest rate of water usage over a one-hour period within a given year.

5. As a condition of final plat approval, the Applicant shall convey water rights to the city, sufficient to meet water supply requirements for the number of residential units in Phase J, S-1 and S-2, as follows, based on 1 ERU equaling 209 gallons per day (0.234 acre-feet) average annual demand and 0.7 gallons per minute (0.0019 cubic feet per second, cfs) peak hour demand:

- i. J: 164 dwelling units equals 164 ERUs; 38.4 acre-feet Qa and 0.3116 cfs Qi*
- ii. S-1: 103 dwelling units equals 103 ERUs; 24.1 acre-feet Qa and 0.1957 cfs Qi*
- iii. S-2: 130 dwelling units equals 130 ERUs; 30.4 acre-feet Qa and 0.2470 cfs Qi*

Annual Withdrawal Limits (Qa)

The three water right certificates provide adequate annual withdrawal limits (Qa) for the projected demands stated in condition 5, for the first three phases, J, S-1, and S-2, a total of 397 dwelling units. Applying the same unit demands as the HE Recommendation (which is consistent with the current City Water System Plan), the total annual demand for the full buildout of 1,334 dwelling units equals 312.16 acre-feet, as calculated below. The total Qa of the three transferred water rights is 465.40 acre-feet, which is sufficient for the full buildout annual demand of 312.16 acre-feet.

- $0.234 \text{ acre-feet/ERU} \times 1,334 \text{ ERUs} = 312.16 \text{ acre-feet}$

Instantaneous Withdrawal Limits (Qi)

The three water right certificates provide adequate instantaneous withdrawal limits (Qi) for the projected demands stated in condition 5, for the first three phases, J, S-1, and S-2, a total of 397 dwelling units.

However, applying the same unit demands as the HE Recommendation, the total peak hour demand for the full buildout of 1,334 dwelling units equals 2.53 cfs, as calculated below. The total Qi of the three transferred water rights is 1.51 cfs, which is insufficient for the full buildout peak hour demands of 2.53 cfs.

- $0.0019 \text{ cfs/ERU} \times 1,334 \text{ ERUs} = 2.53 \text{ cfs}$

As an alternative to Peak Hour Demand, the City could consider utilizing Maximum Day Demand for the Qi water right sufficiency evaluation, which is consistent with the Washington

State Department of Health (DOH) Water System Design Manual and the City's adopted Water System Plan. Maximum Day Demand represents the highest rate of water usage in a 24-hour period within a given year. Excerpts below.

DOH Water System Design Manual Excerpt:

4.4.2.1 Water Rights

This section recognizes that water rights have a legal bearing on water system capacity determinations. Engineers must consider this limitation because water rights may limit the annual withdrawal (Q_a) and instantaneous withdrawal (Q_i) of water that a water system can legally withdraw from drinking water sources (WAC 246-290-110 and -130). Use ADD in assessing water right limitations associated with Q_a . Use MDD in assessing water right limitations associated with Q_i .

City Water System Plan Excerpt, Page 3-52:

The water rights physical capacity in Table 3-35 is based on comparing the ADD per ERU to the current and/or future total annual (Q_a) water right quantity and the MDD per ERU to the current and/or future total instantaneous (Q_i) water right quantity. Similarly, source physical capacity is based on comparison of the MDD per ERU to the current and/or future raw water and well pump capacity. At a minimum, the total source capacity should be able to replenish depleted fire suppression storage in 72 hours while supplying system MDD to eliminate the need for excessive equalizing storage capacity. The water sources should also be able to supply ADD with the largest source of supply out of service.

The instantaneous water right rate, Q_i , for Maximum Day Demand (MDD) equates to 0.000925 cfs per ERU, which is approximately half of the peak hour rate of 0.0019 cfs per ERU in the HE Recommendation. Applying the MDD rate of 0.000925 cfs per ERU, the total Q_i water right needed for the Bullfrog Flats development buildout (1,334 ERUs) is 1.234 cfs.

The second part of the Water System Plan excerpt addresses the fire suppression storage as supplemental to the Maximum Day Demand. The City's dedicated fire suppression storage is 480,000 gallons. The requirement to replenish this amount in 72 hours would require pumping 160,000 gallons per day for three days.

With consideration of 1,334 dwelling units in Bullfrog Flats, the total MDD would be 797,732 gallons (598 gallons per day per ERU x 1,334 ERUs). Combining the MDD (797,732 gallons) and daily fire suppression pumping needs for the replenishment requirement (160,000 gallons), the total demand is 957,732 gallons per day. The three water rights certificates transferred to the City total a Q_i of 1.51 cfs, or 975,939 gallons per day. Based on these calculations, the water rights are adequate for the full buildout of 1,334 dwelling units at currently adopted demand rates, subject to the water supply provision for the as-built project as stated in the Water Supply Agreement, and would be sufficient under the MDD guidance, as stated in the above excerpts from the DOH Water System Design Manual and the City Water System Plan.

It is important to note that this water rights review is based on water demands of 1 ERU equaling 209 gallons per day (0.234 acre-feet) average annual demand and 598 gallons per day (0.000925 cubic feet per second, cfs) maximum day demand, as adopted in the City's Water System Plan. The City's Water System Plan was approved by the Washington State Department of Health (DOH) and is valid through January 23, 2033. However, the DOH may request an update or plan amendment during the approval period. Additionally, we anticipate the design report for the future Zone 3 reservoir and fourth water filter, when those improvements are triggered, may require an update, including an assessment of current ERU rates at that time, to confirm the proposed improvements (reservoir, filter) are adequate for the current and projected system demands.

CITY OF CLE ELUM
Chief of Police

**AGENDA STAFF
REPORT**

AGENDA DATE: September 23rd 2025

ACTION REQUESTED: Allow the Chief of Police to sign Contract for Federal Grant

BACKGROUND: Late 2024 and early 2025, I began the process of applying for a Federal Grant. It was a Justice Assistance Grant through the Washington Department of Commerce

I had been speaking to our prosecutor about starting a crime victim's advocate program, as well as recognizing funding needs for other programs/equipment. The total grant awarded is \$228,000, and the following details what is covered:

- Victim advocacy including education and outreach
- Extend contract for Flock cameras (no new cameras)
- Upgraded computers (needed to run certain programs efficiently)
- AI software for redaction purposes
- Upgraded tasers (platform we currently use is not supported and legislation mandates we have less lethal options)

RECOMMENDATION: Allow the Chief of Police to sign Contract for Federal Grant

ATTACHMENTS:

LEAD STAFF: Chief Rich Albo



Federal Interagency Agreement with

City of Cle Elum Police Department

through

Office of Firearm Safety & Violence Prevention – Community Safety Unit
(OFSVP-CSU)

Contract Number:

F23-34440-821

For

As a result of NOFO #F23-34440-800, the Cle Elum Police Department will create crime victim program and acquire equipment to improve technology to prevent, control and reduce crime.

Dated: Monday, September 1, 2025



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Face Sheet

Research & Development: ☐ Yes ☒ No

Contract Number: F23-34440-821

**Community Services Division – Community Safety Unit
Justice Assistance Grant (JAG) Priority Area Funding**

☒ **Subrecipient**

1. Contractor City of Cle Elum Police Department 807 W 2 nd St. Cle Elum, WA 98922		2. Contractor Doing Business As (as applicable) 	
3. Contractor Representative Rich Albo Chief of Police (509) 674-2991 ralbo@cleelum.gov		4. COMMERCE Representative Kathleen Roy JAG Program Manager 360-725-3135 Kathleen.roy@commerce.wa.gov	
5. Contract Amount \$228,000	6. Funding Source Federal: ☒ State: ☐ Other: ☐ N/A: ☐		7. Start Date September 1, 2025
8. End Date September 30, 2026			
9. Federal Funds (as applicable) \$228,000		Federal Agency: Dept. of Justice	
ALN 16.738		Indirect Rate N/A	
10. Tax ID # 91-6001239	11. SWV # SWV00074707-00	12. UBI # 191-000-001	13. UEI # CNMXLC45JJ77
14. Contract Purpose As a result of NOFO #F23-34440-800, the Cle Elum Police Department will create crime victim program and acquire equipment to improve technology to prevent, control and reduce crime.			
COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following other documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget, Attachment "C" – Reporting & Attachment "D" – Federal Eligibility Packet			
FOR CONTRACTOR _____ Rich Albo, Chief of Police _____ Signature _____ Date		FOR COMMERCE _____ Cindy Guertin-Anderson, Assistant Director _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	



Special Terms and Conditions

1. AUTHORITY

COMMERCE and Grantee enter into this Contract pursuant to the authority granted by the Interlocal Cooperation Act, Chapter 39.34 RCW.

2. ACKNOWLEDGEMENT OF FEDERAL FUNDING

Federal Award Date: 10/1/2023

Federal Award Identification Number (FAIN): 15PBJA-24-GG-04300-JAGX

Federal Awarding Agency: Department of Justice

Total amount of federal funds obligated to this Subrecipient for this program: \$228,000

Total amount of federal funds obligated to this Subrecipient for all programs: \$228,000

Awarding official: Joe Nguyen, Director (360) 725-4021

Unless otherwise specifically authorized herein, the budget period start and end dates shall be the same as the start and end dates on the Face Sheet.

The Grantee agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Grantee describing programs or projects funded in whole or in part with federal funds under this Contract, shall contain the following statements:

“This project was supported by Grant No. 15PBJA-24-GG-04300-JAGX awarded by the Department of Justice. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the Department of Justice. Grant funds are administered by the Office of Firearm Safety & Violence Prevention – Community Safety Unit, Washington State Department of Commerce.”

3. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

4. COMPENSATION

COMMERCE shall pay an amount not to exceed \$228,000 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. Contractor's compensation for services rendered shall be based on the following rates or in accordance with the terms of Attachment A, Scope of Work.

5. SUBCONTRACTOR DATA COLLECTION

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. “Subcontractors” shall mean subcontractors of any tier.

6. INDIRECT COSTS

Contractor shall provide their indirect cost rate that has been negotiated between their entity and the federal government. If no such rate exists a de minimis indirect cost rate of up to 15% of Modified



Total Direct Costs (MTDC) may be used.

7. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services provided, reports submitted and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than weekly nor less than quarterly. Reports must be submitted prior to submitting invoices.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Grant Number F23-34440-821. If expenses are invoiced, provide a detailed breakdown of each type. Except for approved indirect costs, if any, a receipt must accompany any single expense in the amount of \$50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

The Contractor must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

8. AUDIT

If the Grantee expends \$1,000,000 or more in federal awards as a Subrecipient from any and all sources in a fiscal year, the Grantee shall procure and pay for a single audit or a program-specific audit for that fiscal year in accordance with 2 CFR 200 Subpart F. In accordance with 2 CFR 200.501(h), for-profit Subrecipients expending \$1,000,000 or more in federal awards in a fiscal year are also required to procure and pay for a single audit or program-specific audit for that fiscal year.



Upon completion of each audit Grantee shall send all audit documentation to the [Federal Audit Clearinghouse](#).

If the Grantee expends **less** than \$1,000,000 in federal awards as a Subrecipient from any and all sources in a fiscal year the Grantee shall notify COMMERCE they did not meet the audit requirement threshold within 30 calendar days of the end of that fiscal year.

9. **FRAUD AND OTHER LOSS REPORTING**

Contractor shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

10. **DEBARMENT**

- A. Grantee, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 - ii. Have not within a three-year period preceding this Grant, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
 - iv. Have not within a three-year period preceding the signing of this Grant had one or more public transactions (Federal, State, or local) terminated for cause of default.
- B. Where the Grantee is unable to certify to any of the statements in this Grant, the Grantee shall attach an explanation to this Grant.
- C. The Grantee agrees by signing this Grant that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.
- D. The Grantee further agrees by signing this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

- i. The lower tier Grantee certifies, by signing this Grant that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - ii. Where the lower tier Grantee is unable to certify to any of the statements in this Grant, such contractor shall attach an explanation to this Grant.
- E. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. Grantee may contact COMMERCE for assistance in obtaining a copy of these regulations.



11. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

12. FEDERAL GRANT COMPLIANCE

Grantee shall comply with all state and federal requirements for use of funds in related to this Contract, including all of the federal requirements found in Attachment D, the Federal Eligibility Packet. Any failure to comply with state or federal requirements may result in recapture of the grant funds per Section 11 (Recapture) of the General Terms and Conditions.

13. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations, including but not limited to 2 CFR 200 et., seq., and all federal grant requirements
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C – Reporting
- Attachment D – Federal Eligibility Packet



General Terms and Conditions

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Exhibits, documents, or materials incorporated by reference and may constitute a Subaward if so designated. Electronic transmission of a signed copy of a Contract shall be the same as delivery of an original.
- D. "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Agreement, and shall include all employees and agents thereof.
- E. "Modified Total Direct Costs" (MTDC) shall mean all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$50,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs, and the portion of each subaward in excess of \$50,000.
- F. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- G. "State" shall mean the state of Washington.
- H. "Subaward" shall mean an award provided by a pass-through entity to a Subrecipient for the Subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A Subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a Contract.
- I. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "Subcontractor" and "Subcontractors" mean subcontractor(s) in any tier.
- J. "Subrecipient" or "Subgrantee" shall mean a non-Federal entity that receives a Subaward from a pass-through entity to carry out part of a Federal program, but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.



2. **ALL WRITINGS CONTAINED HEREIN**

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

3. **AMENDMENTS**

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4. **ASSIGNMENT**

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. **CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION**

A. "Confidential Information" as used in this section includes:

- i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
- ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and
- iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.

B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. **COPYRIGHT**

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes,



and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

11. RECAPTURE

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

12. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract.



The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

13. REDUCTION IN FUNDING

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant and prior to normal completion, COMMERCE may terminate the Grant under the "Termination for Convenience" clause, without the ten business day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

The provisions of this Contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Contract.

15. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

16. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

17. TERMINATION FOR CAUSE

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this Contract in a timely manner, COMMERCE has the right to suspend or terminate this Contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.



COMMERCE reserves the right to suspend all or part of the Contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the Contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this Contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

18. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

19. TERMINATION PROCEDURES

Upon termination of this Contract, COMMERCE, in addition to any other rights provided in this Contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this Contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A.** Stop work under the Contract on the date, and to the extent specified, in the notice;
- B.** Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Contract that is not terminated;
- C.** Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D.** Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E.** Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the Contract had been completed, would have been required to be furnished to COMMERCE;



- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this Contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

20. **TREATMENT OF ASSETS**

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this Contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this Contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this Contract, or (ii) commencement of use of such property in the performance of this Contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Contract.
- E. All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

21. **WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.



Attachment A: Scope of Work

JAG Background & Context

During 2023, the Washington JAG Advisory Committee developed a [Strategic Plan](#) to guide the investment of JAG funds across the state. As part of the strategic plan, the following JAG Purpose Areas were identified as **Washington's Priority Areas of Focus**:

- Planning, Evaluation and Technology Improvement
- Crime Victim Programming, Support and Advocacy
- Community Safety Enhancement and Law Enforcement Programs/Support

The Washington JAG Priority Areas are central to Washington's JAG Strategic Plan and align with Washington's JAG mission of **"advancing criminal legal system improvement in Washington state by investing in innovative, sustainable, and data-driven practices to enhance community safety, increase collaboration and support victims of crime and those involved in the criminal legal system."**

Cle Elum PD Background & Context

Cle Elum PD, a small, rural police department, strives to keep all current and future residents and visitors safe. Investing in technological improvements and crime victim programming improves the departments' ability to successfully their mission. Improved equipment and technology supports police efforts to prevent, control or reduce crime or to apprehend criminals in a small, rural community.

JAG Priority Areas

The work funded by this contract aligns with the following JAG Priority Areas:

- Planning, Evaluation and Technology Improvement
- Crime Victim Programming, Support, and Advocacy
- Community Safety Enhancement and Law Enforcement Programs/Support

Scope of Work Funded by this Project

Cle Elum PD's project goals are three-fold: create a crime victim support and advocacy program that provides essential emotional, practical, and informational assistance to people who have experienced a crime, Improve access to technology, data collection and its use, and Keep officers and citizens safer by providing a less-lethal alternative to using force. Cle Elum PD will subcontract with a crime victim advocate subcontractor and a crime victim program outreach and education subcontractor. This project will also include the purchase of a redaction system, a license plate reader subscription, tasers, and computers

Program Implementation

Project implementation objectives and activities include:

1. Crime victim advocacy services (subcontracted)
2. Outreach Services (subcontracted)
3. Improved crime prevention and enforcement technology
 - Cle Elum PD Chief of Police will:
 - Purchase License Plate Reader Cameras (6 cameras) and oversee installation



- Purchase and oversee set up of redaction subscription (2 licenses) – public disclosure request redaction software which utilizes AI technology to assist with redacting documents and video footage
- Purchase and oversee computer installation
- Purchase and oversee taser implementation

Subcontractors

Cle Elum PD will subcontract with a crime victim advocate subcontractor who will:

- Provide emotional support, assist with legal processes, connect victims to resources, guide victims through the criminal justice system, and help with insurance and compensation claims.
- Manage referrals
- Serve an excess of thirty to forty cases annually

Cle Elum PD will also subcontract and with a Crime Victim Program Outreach & Education subcontractor who will:

- Create messaging to communicate the existence of the program and its features
- Create messaging about prevention

Cle Elum PD will also subcontract with software vendors to:

- Implement the technology components of the grant regarding the AI and license plate reader technologies.
- Provide technical assistance, installation and maintenance.

Timeline

September 2025 - December 2025

- Subcontract with qualified professional crime victim services provider and develops a plan for services
- Hire outreach and education subcontractor, develop outreach plan, launch public outreach (through end of contract)
- Deliver crime victim support program services to victims and survivors of a crime (through end of contract)
- Place orders with vendors for AI redaction, license plate reading subscriptions and purchase computers
- Train staff in the use of the technology including a technology policy
- Select taser vendor, establish contract, and order tasers
- Train all current staff and develop training handbook for future staff training (through September 2025)
-

January 2026 - June 2026

- Coordinate and deliver educational campaign to inform public about how new technology improves existing service delivery (through Dec 2025)
- Educate community about tasers, including information regarding officer training, use of tasers, and public safeguards (through Dec 2025)

July 2026 – September 2026

- Deliver on-going outreach services
- Provide on-going crime victim support program services



Outcomes & Performance Measures

During the contract period, Cle Elum will measure/achieve the following outcomes:

- 10% of prosecuted city cases will have victims of crimes referred to the program/victim advocate for assistance
- 5% of referred victims are anticipated participate in services
- 35 data requests processed



Attachment B: Budget

Item	JAG Funding
PERSONNEL SERVICES	
Salaries (Full- & Part-Time)	\$ -
Personnel Benefits	\$ -
SUBTOTAL - PERSONNEL	\$ -
GOODS & SERVICES	
Contracted Services	\$ 175,000.00
Travel	\$ -
Training	\$ -
Equipment	\$ 53,000.00
Other Misc. Expenses	\$ -
Office Supplies	\$ -
Operating Expenses	\$ -
SUBTOTAL - GOODS & SERVICES	\$ 228,000.00
Indirect & Administration Costs	\$ -
TOTAL EXPENDITURES	\$ 228,000.00

Contracted Services - Itemize below:	JAG Funding
Crime victim advocate subcontractor	\$ 38,000.00
Crime victim program outreach contractor	\$ 5,000.00
AI redaction subscription, 2 licenses	\$ 24,000.00
License plate reader subscription, 7 at \$18,000/yr	\$ 108,000.00
Total	\$ 175,000.00

Equipment - Itemize below:	JAG Funding
Tasers (12) including holsters, cartridges, instructor	\$ 35,000.00
Computers with min specs processor i9 14900, 32	\$ 18,000.00
	\$ -
	\$ -
Total	\$ 53,000.00

The Contractor may adjust funds in the line items as identified above by shifting up to a maximum of ten percent (10%) of the total contract amount between the line items identified above. Any amounts that exceed ten percent (10%) must be requested by the Contractor in writing and must be approved by Commerce through a contract amendment. This authority to shift funds is limited by the following: grant funds may not be shifted into zero budgeted line items, does not include indirect, and any shifts made that will require any changes to the Scope of Work (Attachment A).



Attachment C: Reporting

In order to comply with reporting requirements for federal funding, the contractor will comply with COMMERCE and BJA on the collection of required performance measurement data. The Contractor will complete the required reports using the BJA Performance Measure Tool (PMT) online platform. It is required to select and report on all accountability measures that pertain to JAG-funded activities.

Contractor is responsible for entering data and creating reports within the PMT on a quarterly basis. Report within the PMT. (See <https://bjapmt.ojp.gov/help/jagdocs.html>). It is the responsibility of the contractor to establish an account for reporting purposes. An example of what will be expected in the quarterly report can be found in the reporting template ([Law Enforcement Module](#)). Please review the PMT Reporting guide for steps on how to complete the reporting requirements.

In addition: Cle Elum PD on a quarterly basis, will provide updates to the Outcomes and Performance Measures listed in Attachment A by providing a progress report on a Word document or similar medium and emailing to the COMMERCE Representative.

Quarterly Report Due Dates:

October 20th, 2025 – Covering grant activity from September 1 – September 31st, 2025

January 20th, 2026 – Covering grant activity from October 1st – December 31st, 2025

April 20th, 2026 – Covering grant activity from January 1st – March 31, 2026

July 20th, 2026 – Covering grant activity from April 1st – June 30th, 2026

October 20th, 2026 – Covering grant activity from July 1 – September 31st, 2026



Attachment D: Federal Eligibility Packet

(Completed Separately)

Attachment D



Washington State
Department of
Commerce

Federal Eligibility Packet

2025

OFFICE OF FIREARM SAFETY &
VIOLENCE PREVENTION (OFSVP) /
COMMUNITY SAFETY UNIT (CSU)

Justice Assistance Grant (JAG) Award Conditions & Requirements

This packet contains all conditions and requirements that recipients of federal funding from OFSVP/Community Safety Unit must follow and comply with throughout the entirety of any grant or contract period. These conditions and requirements apply to federal Justice Assistance Grant (JAG) Funding.

Program Manager: Kathleen Roy

Contents

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Submission of This Packet

One electronic copy must be completed and submitted to be eligible to receive reimbursement with federal funds (any funds under this program). This form should be routed via DocuSign or another electronic means.

Due Date

This packet should be received by COMMERCE no later than Friday, April 11, 2025. Contracts for services will not be signed and executed prior to receiving this completed packet.

Note: PDF is the preferred format for electronic submission

If you have questions regarding the packet or need technical assistance, please contact the community safety unit at kathleen.roy@commerce.wa.gov.

STATEMENT OF ASSURANCES

The applicant:

1. Has sufficient fiscal and management controls to implement and maintain the program in accordance with this application and program requirements. The Applicant has sufficient monetary resources to implement and maintain program operations in accordance with this contract.
2. Will not use any grant funds to supplant local funds, but will use such grant funds to increase the amounts of funds that would, in the absence of federal funds, be made available for program activities.
3. Will provide full cooperation of administrative and program staff, and will provide availability of all records upon request and convenience of staff from the Department of Commerce; Office of the State Auditor; or U.S. Department of Justice, who are charged with monitoring program compliance and the use of funds provided.
4. Will comply with the requirements of the Justice Assistance Grant Program as published by the Department of Commerce and relevant federal agencies, and as embodied in statute.
5. Will comply with Title V of the Anti-Drug Abuse Act of 1988 and regulations promulgated by the federal government to maintain a drug-free workplace.
6. Will comply with Title II of the Americans with Disabilities Act of 1990.
7. Will not undertake any prohibited political activities with these funds including, but not limited to, voter registration; partisan political activity; lobbying congress, the Legislature, or any federal or state agency for project of jurisdictionally specific activity; or campaign for any ballot measure.
8. Will comply with the provisions of Title 28, Code of Federal Regulations; Part 61, Procedures for Implementing the National Environmental Policy Act; and Part 63, Floodplain Management and Wetland Protection Procedures.
9. Guarantees that in performing any contract, purchase, or other agreement, the organization shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, marital status, national origin, political affiliation, or the presence of any sensory, mental, or physical disability. The organization agrees to take affirmative action to ensure that applicants are employed and that employees are treated during the employment without discrimination because of their race, color, religion, age, sex, political affiliation, handicap or national origin. Such action shall include, but not be limited to, employment upgrading, demotion or transfer, recruitment and recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and training. This guarantee shall implement federal, state, and any local equal opportunity and non-discrimination statutes. The applicant further will, without delay, bring any finding of an equal opportunity or non-discrimination violation to the attention of the Department of Commerce.

PLEASE NOTE: THE DEPARTMENT'S ACCEPTANCE OF THIS APPLICATION FOR FUNDING IS SUBJECT TO SUBSEQUENT COMPLIANCE REVIEWS THAT MAY REQUIRE CORRECTIVE ACTION BY THE APPLICANT. AUTHORIZED SIGNATURE BY THE APPLICANT GUARANTEES ASSURANCES THAT ARE CONTAINED ON THE APPLICATION FACE SHEET.

Authorized Signature for the Applicant:



Signature

Rich Albo

Rich Albo

Printed Name

7/10/25

Date

Chief of Police

Title

**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER**

Certification Regarding Lobbying, Debarment, Suspension And Other Responsibility Matters; And Drug-Free Workplace Requirements

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. Lobbying

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. Debarment, Suspension, and Other Responsibility Matters (Direct Recipient)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510 –

- A. The applicant certifies that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(B) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

- B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application

3. Drug-Free Workplace (Grantees Other Than Individuals)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67, Sections 67.615 and 67.620–

- A. The applicant certifies that it will or will continue to provide a drug-free workplace by:
 - 1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 2. Establishing an on-going drug-free awareness program to inform employees about—
 - (1) The dangers of drug abuse in the workplace;

- (2) The grantee's policy of maintaining a drug-free workplace.
 - (3) Any available drug counseling, rehabilitation, and employee (WASHINGTON); and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will –
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 5. Notifying the agency, in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, Attn: Control Desk, 633 Indiana Avenue NW, Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;
 6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or

local health, law enforcement, or other appropriate agency;

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

- B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of performance (street address, city, county, state, zip code):

Check ☐ if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

Drug-Free Workplace (Grantees Who Are Individuals)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620—

- A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within ten calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue NW, Washington, DC 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Rich Albo

Grantee Name

Cle Elum Police Dept/City of Cle Elum

Project Name/Entity Name



Signature

Rich Albo

Printed Name

119 W First St, Cle Elum, WA 98922

Grantee Address

91-6001239

Grantee IRS/Vendor Number

7/10/25

Date

Chief of Police

Title

NATIONAL ENVIRONMENTAL POLICY ACT (NEPA)

The following information is required from each federal grant recipient. The Department of Commerce will consolidate all responses and submit a consolidated response to the U.S. Department of Justice as required.

Please check one of the boxes to the left of each item below to indicate whether or not the activity described is being undertaken to support or facilitate the federally funded activity by the grant recipient or any other party.

Yes	No	
☐	☒	1. New Construction
☐	☒	2. Minor renovation or remodeling of a property either:
☐	☒	a. listed or eligible for listing on the National Register of Historical Places
☐	☒	b. located within a 100-year flood plain
☐	☒	3. Renovation, lease, or any proposed use of a building or facility that will either:
☐	☒	a. result in a change in its basic prior use (between industrial, office, residential, etc.)
☐	☒	b. significantly changes its size (total structure, not program's portion thereof)
☐	☒	4. Implementation of a new program involving use of chemicals other than
☐	☒	1. chemicals purchased as an incidental component of the funded activity
☐	☒	2. traditionally used (e.g., for office, household, recreational, educational environments)

If any item above is checked, a clarification of the activity may be requested.
Response is made related to the following Byrne JAG funded program/project:

Cle Elum Police Department

City of Cle Elum

Project Name

Entity Name





Signature

Date

Rich Albo

Chief of Police

Printed Name

Title

Acknowledgement of Allowable and Unallowable Costs

JAG funds will be used to support the explicit budget line items specified in your contract with Commerce. The links below have the most up to date list of allowable uses for this federal award as well as unallowable uses, and FAQ's. Your agency is responsible for knowing what is allowable and for asking your Commerce Contact Manager for clarity and guidance when questions arise. You will not be reimbursed if you incur an unallowable cost.

[Edward Byrne Memorial Justice Assistance Grant \(JAG\) Program - Frequently Asked Questions \(FAQs\) - Updated February 2022 \(ojp.gov\)](#)

[Edward Byrne Memorial Justice Assistance Grant \(JAG\) Program | Prohibited Expenditures & Associated Procedures Under JAG | Bureau of Justice Assistance \(ojp.gov\)](#)

The JAG statute, at [34 U.S.C. § 10152\(d\)](#), specifically identifies a list of prohibited items.

The undersigned has read and agrees to comply with the current allowable and unallowable costs under this federal award.

Cle Elum Police Department

City of Cle Elum

Project Name

Entity Name



7/10/25

Signature

Date

Rich Albo

Chief of Police

Printed Name

Title

Compliance with Relevant Federal and State Law

All recipients of federal grant funds under this program must comply with all relevant federal and state laws and regulations. Which laws and regulations are relevant may vary dependent upon the specifics of the grant program(s) providing funding and the activities supported with such funding. The laws and regulations generally relevant to this grant program include, but are not limited to the following laws and regulations:

Financial Management System

Financial Management System, Title 2, Part 200 CFR, section 200.302 and .303

Cost Principles and Administrative Requirements, Title 2, Part 200 CFR, Appendices to Part 200 as appropriate

State budgeting, accounting, and reporting system, Chapter 43.88 RCW

Non-Supplanting, USDOJ OCFO's Financial Guide (as amended), Sec. 2.3 Standards for Financial Management Systems

Audits

Title 2, Part 200 CFR (the Omni Circular), Subpart F-Audit Requirements

Laws Against Discrimination

Affirmative Action, RCW 41.06.020 (1)

Education Amendments of 1972 (20 U.S.C. §§ 1681,1683,1685-86)

Omnibus Crime Control and Safe Streets Act of 1968 (42 USC USC § 3789d)

Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101-07, 45 CFR Part 90 Nondiscrimination in Federally Assisted Programs

Civil Rights Act of 1964 (42 U.S.C. § 2000(d))

28 C.F.R. Part 42 (U.S. Department of Justice Regulations – Nondiscrimination, Equal Employment Opportunity, Policies and Procedures)

Equal Employment Opportunity, Executive Order 11246, as amended by Executive Order 11375 and supplemented in U.S. Department of Labor Regulations, 41 CFR Chapter 60

Nondiscrimination and Equal Opportunity, 24 CFR 5.105(a)

Nondiscrimination in Benefits, Title VI of the Civil Rights Act of 1964, Public Law 88-352, 42 U.S.C. 2000d et seq, 24 CFR Part 1

Nondiscrimination in Employment, Title VII of the Civil Rights Act of 1964, Public Law 88-352

Nondiscrimination in Federally Assisted Construction Contracts, Executive Order 11246, 42 U.S.C. 2000e, as amended by Executive Order 11375, 41 CFR Chapter 60

Discrimination - Human Rights Commission, Chapter 49.60 RCW

Executive Order 13559 (Fundamental Principles and Policymakers Criteria for Partnerships with Faith-Based and Other Community Organizations);

28 C.F.R. Part 38 ((U.S. Department of Justice Regulations – Partnerships with Faith-Based and Other Community Organizations)

Americans with Disabilities Act of 1990 (Title II, and 42 U.S.C. §§ 12131-34)

Rehabilitation Act of 1973 (29 U.S.C. § 794)

Handicapped Employees of Government Contractors, Rehabilitation Act of 1973, Section 503, 29 U.S.C. 793

Handicapped Recipients of Federal Financial Assistance, Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794

Minority Business Enterprises, Executive Order 11625, 15 U.S.C. 631

Minority Business Enterprise Development, Executive Order 12432, 48 FR 32551

Office of minority and Women's Business Enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC

Notification of Findings of Discrimination or Non-Compliance

Policies Regarding Cooperation with Homeland Security, 8 U.S.C. Section 1373

Laws Regarding Ethics, Lobbying, Liability and Public Access

Federal Funding Accountability and Transparency Act of 2006 (FFATA)

Conflict of Interest, Ethics in Public Service Act, Chapter 42.52 RCW
 Ethics in Public Service, Chapter 42.52 RCW
 Lobbying and Disclosure, 42 USC 3537a and 3545 and 31 USC 1352. (Byrd Anti-Lobbying Amendment). 31 U.S.C. 1352
 Hatch Political Activity Act, 5 U.S.C. 1501-8
 Anti-Kickback Act, 18 U.S.C. 874; 40 U.S.C. 276b, 276c; 41 U.S.C. 51-54
 Disclosure-Campaign Finances-lobbying, Chapter 42.17A RCW
 Omnibus Crime Control Act and Safe Streets Act of 1968 (42 U.S.C. § 3789d)
 Victims of Crime Act (42 U.S.C. § 10604(e))
 Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b))
 Executive Order 11246, as amended by EO 11375, 11478, 12086 and 12102
 Housing and Urban Development Act of 1968, Section 3, 12 USC 1701u (See 24 CFR 570.607(b))
 Housing Assistance Payments Program, Section 8, Confidentiality/Safeguarding of Information, Sub-Award
 Document Text, General Conditions Paragraph 10
 Privacy Act of 1974, 5 U.S.C. 552a
 Boards of Directors or Officers of Non-Profit Corporations – Liability - Limitations, RCW 4.24.264
 Open Public Meetings Act, Chapter 42.30 RCW
 Public Records Act, Chapter 42.56 RCW

Labor and Safety Standards

Convict Labor, 18 U.S.C. 751, 752, 4081, 4082
 Drug-Free Workplace Act of 1988, Title V, and 41 USC 701 et seq.
 Federal Fair Labor Standards Act, 29 U.S.C. 201 et seq.
 Work Hours and Safety Act of 1962, 40 U.S.C. 327-330 and Department of Labor Regulations, 29 CFR Part 5
 The undersigned acknowledges the above notice of relevant laws and regulations.



Signature

Rich Albo

Printed Name

City of Cle Elum

Entity Name

Chief of Police

Title

CIVIL RIGHTS TRAINING

An individual representing each entity receiving reimbursement under this program is required to complete the Office of Justice Programs, Office for Civil Rights – Training for Grantees located at: <http://ojp.gov/about/ocr/ocr-training-videos/video-ocr-training.htm>, and return this completed certification prior to drawdown of grant funds.

As the individual with primary functional responsibility for equal opportunity and civil rights compliance for the applicant jurisdiction or organization, I hereby certify that I have completed the on-line training modules identified above, or have received professional 'HR' training equivalent to that identified above, or a comprehensive update on such equivalent

This certificate is valid for two years from the date of execution.



Signature

Chief of Police

Title of official completing this certification

7/10/25

Date

City of Cle Elum

Entity Name

CIVIL RIGHTS REQUIREMENTS

1. Limited English Proficiency

To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, grant recipients must take reasonable steps to ensure that Persons with Limited English Proficiency have meaningful access to services and legal protections. Meaningful access may entail providing language assistance services where necessary, including oral and written translation. Assistance in understanding grant recipient's obligations under the law may be found in the Department of Justice's *Guidance to Federal Financial Assistance Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficiency Persons* (LEP Guidance), which can be found at 67 Fed. Reg. 41455 (June 18, 2002). Additional assistance regarding LEP obligations and information may be found at www.lep.gov.

2. Federal Non-Discrimination Requirements

- The applicant will comply with any applicable federal nondiscrimination requirements, which may include:
- the Omnibus Crime Control Act and Safe Streets Act of 1968, as amended (42 U.S.C. § 3789d);
- the Victims of Crime Act of 1984 as amended (42 U.S.C. § 10604(e)) and 28 CFR § 94.114;
- the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)) as amended;
- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000(d));
- the Rehabilitation Act of 1973 (29 U.S.C. § 794);
- the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34);
- the Education Amendments of 1972 (20 U.S.C. §§ 1681,1683,1685-86);
- the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07);
- 28 C.F.R. Part 42 (U.S. Department of Justice Regulations – Nondiscrimination, Equal Employment Opportunity, Policies and Procedures);
- Executive Order 13559 (Fundamental Principles and Policymakers Criteria for Partnerships with Faith-Based and Other Community Organizations);
- 28 C.F.R. Part 38 ((U.S. Department of Justice Regulations – Partnerships with Faith-Based and Other Community Organizations);
- 28 CFR § 31.202, 403;
- Violence Against Women Act (VAWA) of 1994, as amended (42 U.S.C. § 13925(b)(13)); and
- Applicable Department of Justice regulations implementing the above-referenced statutes

The applicant shall further comply with Federal law prohibiting grant recipients from retaliating against individuals taking action or participating in action to secure rights protected by federal law.

3. Notification of Findings of Discrimination or Non-Compliance

In the event a state or federal court, or a state or federal administrative agency, makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, age, disability, or sex, sexual orientation or gender identity against the applicant or a program partner or participant receiving

grant funds, the applicant will forward a copy of the finding to the U.S. Department of Justice, Office of Justice Programs, Office of Civil Rights (OCR), and the Department of Commerce (COMMERCE).

The applicant shall include a statement clearly stating whether or not the finding is related to any grant activity supported with a grant in which U.S. Department of Justice Funds are involved, and shall identify all open grants utilizing U.S. Department of Justice funding by contract number and program title.

4. Equal Employment Opportunity Program (EEOP)

The applicant will determine whether it is required to formulate an Equal Employment Opportunity Program (EEOP), in accordance with 28 C.F.R. 42.301 et. seq. If the applicant is not required to formulate an EEOP, it will submit a certificate form to the U.S. Department of Justice, Office of Justice Programs, Office of Civil Rights (OCR), and Washington State Department of Commerce (COMMERCE) indicating that it is not required to develop an EEOP. If the applicant is required to develop an EEOP but not required to submit the EEOP to the OCR, the applicant will submit a certification to the OCR and COMMERCE certifying that it has an EEOP on file which meets the applicable requirements. If the applicant is awarded a grant of \$500,000 or more and has 50 or more employees, it will submit a copy of its EEOP to the OCR and COMMERCE. Non-profit organizations, federally recognized Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. A copy of the certification form will also be submitted to COMMERCE. For information on whether an EEOP is necessary or how to submit, please visit the [Office of Civil Rights EEOP webpage](#) as well as their [FAQ webpage](#). Information about civil rights obligations of grantees can be found at <http://www.ojp.usdoj.gov/ocr/>.

5. Applicant Duty to Ensure Sub-Recipients Compliance

The applicant is required to ensure compliance with this requirement by any program partner or participant receiving funding under this grant.

As the individual with primary functional responsibility for equal opportunity/civil rights compliance for the applicant jurisdiction, I hereby certify that the applicant will comply with the above Civil Rights requirements specified in this certification.



Signature

Chief of Police

Title of official completing this certification



Date

City of Cle Elum

Entity Name

Federal Funding Accountability and Transparency Act (FFATA)

Section 1

Agency/Jurisdiction Legal Name:

Cle Elum Police
Department/City of Cle Elum

Section 2

Responses should be for the entire Jurisdiction/Organization, not just the department /division to utilize grant funds.

- a) Total Federal Revenues for the prior fiscal year \$ 3,550,126 62
- b) Is 'a' above equal to or greater than \$25,000,000? ☐ Yes ☒ No
- c) If 'b' above is 'No', skip to Section 3 a), enter check 'Not Required' and execute the certificate, otherwise continue; compensation reporting may be required.
- d) Total Revenue (including Federal Revenue) for the prior fiscal year
- e) Calculation: $a \div d$ (Total Federal Revenue divided by Total Revenue)
- f) Is 'e' above equal to or greater than .8? ☐ Yes ☐ No
- g) If 'f' above is 'No', skip to Section 3, enter check 'Not Required' and execute the certificate, otherwise continue, compensation reporting may be required.
- h) Have you filed senior executive's compensation with either of the following?
1. Securities & Exchange Commission
(under sec 13(a) or 15(d) of the Securities Exchange Act of 1954) ☐ Yes ☐ No
 2. Internal Revenue Service (Sec 6104 of the Internal Revenue Code of 1986)

If 'h' above is 'Yes', skip to Section 3a), enter check 'Not Required' and execute the certificate, otherwise continue, compensation reporting is required.

Section 3

Compensation Reporting Requirement

1. Not required to report senior executive compensation. ☒ (check if applicable)
(Sec 2b or 2f = 'No', or 2h = 'Yes')
2. Enter the name, title and total compensation of the five individuals receiving the greatest total compensation for the reporting jurisdiction (or agency if the Grantee is not a unit of state, local or tribal government).

Name	Title	Compensation

Section 4

I, am the chief financial officer of the jurisdiction/organization or their designated representative, and certify that the data presented on this form is an accurate reflection of the jurisdiction's/ Organization's fiscal records

Robin Newcomb
Signature

7-10-25
Date

Finance Director
Title of official completing this certification
Robin Newcomb
Printed Name

Award Special Conditions

This award is offered subject to the conditions or limitations set forth in the contract, federal eligibility packet, award conditions listed below, and any accompanying documentation.

By signing below you agree abide by all the conditions listed therein.

1. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "sub-recipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a sub-recipient) – (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

2. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any sub-recipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

3. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated – in the application for the award (as approved by DOJ)(or in the application for any sub-award, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute – that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a sub-recipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any sub-recipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

4. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and sub-recipients ("sub-grantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

5. Employment eligibility verification for hiring under the award

1. The recipient (and any sub-recipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any sub-recipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any sub-recipient) who are or will be involved in activities under this award of both--

- (1) this award requirement for verification of employment eligibility, and
- (2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form 1-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of sub-recipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any sub-recipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any sub-recipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or sub-recipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Non-confirmation" or a "Final Non-confirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

- C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.
- D. Nothing in this condition shall be understood to authorize or require any recipient, any sub-recipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.
- E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any sub-recipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

6. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or sub-recipient ("sub-grantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

- a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make sub-awards ("sub-grants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a sub-award ("sub-grant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any sub-recipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

7. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any sub-recipient ("sub-grantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, sub-recipients ("sub-grantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any sub-recipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and sub-recipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

8. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any sub-recipients ("sub-grantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, sub-recipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

9. Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any sub-recipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: <https://bja.ojp.gov/program/it/gsp-grant-condition>. The recipient (and any sub-recipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

10. Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any sub-recipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

11. Confidentiality of data

The recipient (and any sub-recipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

12. Data Collection

The award recipient agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by the Office of Justice Programs.

13. Evaluations

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

14. Certification of body armor "mandatory wear" policies, and compliance with NIJ standards

If recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that each law enforcement agency receiving body armor purchased with funds from this award has a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: <https://nij.ojp.gov/topics/equipment-and-technology/body-armor>

15. Compliance with restrictions on the use of federal funds-prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Award condition:

Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

16. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

17. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

18. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

19. OJP Training Guiding Principles

Any training or training materials that the recipient – or any subrecipient ("subgrantee") at any tier – develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

20. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

21. Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

22.

Any written, visual, or audio publications funded in whole or in part under this award, with the exception of press releases, shall contain the following statements: "This project was supported by Grant No. <AWARD_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

23.

Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

24.

Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching (<https://www.justice.gov/olp/page/file/1204386/download>), and must collect and report the metrics identified in Section IX of that document to BJA.

25.

The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

26. Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements.

27. Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

28.

In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.

29. Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

30. Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

31.

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. With the exception of Forensic Genetic Genealogy, no profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

32.

Extreme risk protection programs funded by JAG must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights

guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.

33. Exceptions regarding Prohibited and Controlled Equipment under OJP awards

Notwithstanding any provision to the contrary in the other terms and conditions of this award, including in the condition regarding "Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards," the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to Other LEAs" and the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to NON-LEAs" do not apply to this award.

34. Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

35. Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.



Signature

7/10/25

Date

Chief of Police

Title of official completing this certification

Rich Albo

Printed Name



DocuSign Contract Review and Routing Form

Office of Firearm Safety and Violence Prevention – Community Safety Unit

Type of Action (Check One): New Contract/Grant ☒ Amendment ☐ IAG ☐ Memo ☐

Funding Type (Check One): Federal ☒ State ☐

Contractor/Grantee Name: Cle Elum Police Department

Contract/Grant Number: F23-34440-821

Term: 9/1/2025 To 9/30/2026

Review by:	Name:	Initial/Date:
Contract Manager	Kathleen Roy	DS kr 9/16/2025 8:55 AM PDT
Portfolio Manager	Cristi Devers	DS CD 9/16/2025 9:01 AM PDT
Managing Director	Kathleen Harvey	DS kh 9/16/2025 10:20 AM PDT

Certificate Of Completion

Envelope Id: 8E21954B-C3A7-4E7B-8E66-7C4F6DD60065

Status: Sent

Subject: Please DocuSign: Commerce Contract#F23-34440-821 _OFSVP

Division:

Community Services and Housing

Program: OFSVP

ContractNumber: F23-34440-821

DocumentType: Contract

Source Envelope:

Document Pages: 41

Signatures: 0

Envelope Originator:

Certificate Pages: 5

Initials: 3

Heather Welbon

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MS 42525

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Olympia, WA 98504-2525

heather.welbon@commerce.wa.gov

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Signer Events

Signature

Timestamp

Kathleen Roy

kathleen.roy@commerce.wa.gov

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Cristi Devers

cristi.devers@commerce.wa.gov

Security Level: Email, Account Authentication (None)

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Signed: 9/16/2025 9:01:44 AM

Signature Adoption: Pre-selected Style

Using IP Address: 147.55.149.198

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Kathleen Harvey

kathleen.harvey@commerce.wa.gov

Security Level: Email, Account Authentication (None)

Sent: 9/16/2025 9:01:47 AM

Viewed: 9/16/2025 10:19:06 AM

Signed: 9/16/2025 10:20:27 AM

Signature Adoption: Pre-selected Style

Using IP Address: 198.238.75.151

Electronic Record and Signature Disclosure:

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Rich Albo

ralbo@cleelum.gov

Security Level: Email, Account Authentication (None)

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Signer Events	Signature	Timestamp
Accepted: 9/16/2025 10:22:42 AM ID: c46fdc9b-260a-42f9-9285-a3d5c811778f Cindy Guertin-Anderson cindy.guertin-anderson@commerce.wa.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Rich Albo ralbo@cleelum.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 9/16/2025 10:22:42 AM ID: c46fdc9b-260a-42f9-9285-a3d5c811778f Heather Welbon heather.welbon@commerce.wa.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign Kathleen Roy kathleen.roy@commerce.wa.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/10/2025 3:24:56 PM
Envelope Updated	Security Checked	9/11/2025 7:20:42 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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- Until or unless you notify Washington State Department of Commerce as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Washington State Department of Commerce during the course of your relationship with Washington State Department of Commerce.



CITY OF CLE ELUM
Cle Elum Fire Chief Administrator

**AGENDA STAFF
REPORT**

AGENDA DATE: September 23, 2025

ACTION REQUESTED: Council to authorize the mayor and fire chief to sign an Interlocal aid agreement with the city and District 7

BACKGROUND: Last official Interlocal agreement with the city of Cle Elum Fire and District 7 was from 2012. This Interlocal is non-binding and can be terminated with 70 day written notice. This is an agreement that allows the departments to work together and use resources with run cards that we use to generate automatic or requested responses. The copy has been approved by legal. The intent here is not to add any additional coverage or responses. It is to simply make what were currently do and have been doing up to date and legal.

RECOMMENDATION: Council to authorize the mayor and fire chief to sign a new Interlocal agreement that updates an outdated copy from 2012.

ATTACHMENTS: Draft of Interlocal Agreement
ILA Cle Elum Fire and District 7

LEAD STAFF: Ed Mills
Fire Chief Administrator



INTERLOCAL AGREEMENT FOR AUTOMATIC AID BETWEEN THE CITY OF CLE ELUM AND KITTITAS COUNTY FIRE DISTRICT #7



This Interlocal Agreement for AUTOMATIC AID ("Agreement") is entered by and between the City of Cle Elum, a municipal corporation in the State of Washington, and Kittitas County Fire District #7, a fire protection district under RCW Chapter 52.

These parties shall be subsequently referred to in this Agreement as "Cle Elum" and "District #7" respectively, individually as "Party", and collectively as the "Parties".

WHEREAS, Cle Elum and District #7 are both independent agencies which provide fire, rescue and emergency medical services within their respective jurisdictions, and provision of such services at times can exceed the resources of a single agency; and

WHEREAS, the Parties have found it to be of mutual benefit if the services of each of their agencies are, in some limited and predefined circumstances, extended outside of the limits of each jurisdiction into the boundaries of the other without delay; and

WHEREAS, it is necessary and desirable that each Party coordinates their efforts for the provision of Automatic Aid; and

WHEREAS, the Parties will benefit by combining their resources to train for and respond to identified "High Acuity Hazard" incidents within the Parties' jurisdictions; and

NOW, THEREFORE, in consideration of the terms and provisions herein, it is agreed by and between Cle Elum and District #7 as follows:

1. Authority: This agreement is executed pursuant to the authority provided by Chapter 39.34 RCW, known as the Interlocal Cooperation Act.

2. Definitions:

- a. "Apparatus" means any vehicle approved for fire suppression, medical aid, rescue operations or responding to hazardous materials incidents.
- b. "Automatic Aid" means apparatus, personnel, and resources are dispatched automatically by both Parties without delay based on written computer aided dispatch protocols at KITTCOM and the response plan as agreed upon by the Fire Chief from each Party pursuant to this agreement for "first response"; automatic aid is in effect 24 hours a day, 7 days a week.
- c. "Dual Response Area" means the area or zone within the jurisdiction of each Party where an Automatic Aid response will be dispatched by KITTCOM according to the written dispatch protocols as agreed upon by the Fire Chief from each Party pursuant to this agreement.
- d. "High Acuity Hazards" are those natural, human-caused, and technology caused threats to human life or property as outlined in the dispatch protocols within the Dual Response Area. Such hazards include, but are not limited to, confirmed structure fires, confirmed wildland fires, confirmed vehicle fires, urgent medical emergencies



INTERLOCAL AGREEMENT FOR AUTOMATIC AID BETWEEN THE CITY OF CLE ELUM AND KITTITAS COUNTY FIRE DISTRICT #7



such as heart attack or difficulty breathing, hazardous materials releases, and circumstances requiring the rescue of imperiled humans.

- e. "Mutual Aid" shall mean aid provided to another agency upon request, after approval is given by the responding Party, and it is not the same as Automatic Aid under this agreement.
- f. "Providing Party" means the Party that provides Automatic Aid.
- g. "Requesting Party" means the Party that receives Automatic Aid.

- 3. Purpose:** The purpose of the Agreement is to coordinate emergency response efforts between the Parties by providing for dual and automatic response to "High Acuity Hazard" incidents so that the most efficient response may be achieved in an effort to maximize available resources for the purpose of protecting life and property. Such cooperation may also include joint planning and other related activities.

Each Party agrees to respond to any reported High Acuity Hazard incident under Automatic Aid with the appropriate resources into the Dual Response Area of the other Party. Unlike Mutual Aid, an automatic response pursuant to this Agreement shall not require any specific request but shall be automatic upon dispatch by KITTCOM in accordance with established dispatch protocols and response plan as approved in writing upon agreement by the Fire Chief of each Party.

The Parties all understand and agree that the ability to render Automatic Aid may be limited due to any concurrent emergency conditions within its own jurisdiction and/or the availability of its resources at that time. In such situations, the non-responding Party should inform dispatch of its temporary limitations, and it shall be within that Party's sole discretion to provide Automatic Aid at the level of assistance it can provide.

- 4. Response Plan:** The Fire Chiefs of each Party shall coordinate to establish a written response plan regarding the deployment of personnel and apparatus in responding to Automatic Aid incidents under this Agreement. It shall be the goal of the Parties that the jurisdiction in which a High Acuity Hazard occurs is the first responding Party, when possible.

If the first arriving Requesting Party responders determine that they can handle the incident with their own available resources in their jurisdiction, then they shall advise the Providing Party responders that their assistance is not necessary.

The officer in charge of the Requesting Party shall remain in command and provide general directions to all Providing Party personnel, unless command is transferred according to command protocols.

At the request of the Requesting Party, any Providing Party shall withdraw from the scene of the incident; likewise, the Providing Party will be released by the Requesting Party or incident commander as soon as their services are no longer required or when the Providing Party is



INTERLOCAL AGREEMENT FOR AUTOMATIC AID BETWEEN THE CITY OF CLE ELUM AND KITTITAS COUNTY FIRE DISTRICT #7



needed for calls of service within their own jurisdiction.

5. **Availability:** The Parties agree that the Automatic Aid extended under this Agreement and the response plans implementing this Agreement are to be available and furnished to each Party provided that such Automatic Aid does not compromise any Party's ability or capacity to respond to calls for service within its own jurisdiction.

When Automatic Aid is dispatched, the Providing Party will promptly advise of the extent of response, and provide whatever personnel, equipment, and facilities are available without jeopardizing the safety of persons or property within the Providing Party's own jurisdiction.

6. **No Obligation:** The execution of this Agreement shall not create any duty to respond on the part of either Party. Neither Party shall be held liable for failing to provide or assist in providing Automatic Aid as outlined under the terms of this Agreement. A Party has the absolute discretion to decline to provide any Automatic Aid assistance and to withdraw resources it has provided at any time without incurring penalty or liability.

7. **Costs of Assistance and Return of Resources.** No Party to this Agreement shall be required to reimburse any other Party for the cost of providing Automatic Aid as set forth in this Agreement. Each Party shall pay its own costs for responding to the Automatic Aid incidents as described in this Agreement.

However, if the Requesting Party recuperates funds expended for Emergency Assistance from private parties or State or Federal agencies, the Providing Party shall be given a share of the funds commensurate with the assistance provided.

When the Providing Party's personnel, equipment, or facilities are no longer required, or when the Providing Party advises that the resources are required within its own jurisdiction, the Requesting Party shall arrange for the return of those resources as soon as practical.

8. **Administration:** This Agreement shall be administered jointly and under consensus by the Fire Chief of each Party.
9. **Relationship of the Parties:** No agent, employee, servant or representative of either Party shall be deemed to be an employee, agent, servant or representative of the other Party for any purpose. No separate legal entity is created by this Agreement.
10. **Indemnification:** Each Party shall indemnify, defend and hold harmless the other Party, its officers, agents and employees and volunteers, from and against any and all claims, injuries, damages, losses, suits or liability, including attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the negligence of the indemnified Party. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then in the event of liability for damages arising out of



INTERLOCAL AGREEMENT FOR AUTOMATIC AID BETWEEN THE CITY OF CLE ELUM AND KITTITAS COUNTY FIRE DISTRICT #7



bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of both Parties, each Party's liability hereunder shall be only to the extent of each Party's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes each Party's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties. The provisions of this section shall survive the expiration or termination of this Agreement.

Each Party shall waive all claims against the other Party for compensation for any property loss or damage, and/or personal injury or death occurring as a consequence of any negligent acts, conduct, instructions, or commands given by the individual that assumes command (Incident Commander) at any High Acuity Hazards incident. This provision shall not apply to any acts, conduct, instructions, or commands given by an officer in the capacity of an incident commander, which are later determined at any time to have been grossly negligent, willful, wanton, or reckless. Each Party shall bear its own costs for any loss, injury, or damage to equipment that is not caused by the negligence of another Party to this Agreement.

- 11. Insurance:** Each Party shall maintain insurance, or a program of self-insurance, sufficient to be responsive to any liabilities that might arise under this Agreement, and each Party shall produce certificates of insurance, if and when, required by the other Party.
- 12. Initiatives and Local Budget Reductions:** The Parties recognize that revenue reducing initiative(s) passed by the voters of Washington and/or local revenue reductions (i.e., loss of sales tax) and/or local government mandates may substantially reduce operating revenue of the Parties. If such an event occurs, the Parties acknowledge that either or both of them may become less capable of providing assistance under this Agreement and agree to negotiate in good faith to achieve a mutually agreeable resolution in a timely fashion.
- 13. Venue:** This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is mutually understood and agreed by each Party that this Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement, or any provision hereto, shall be instituted only in courts of competent jurisdiction within Kittitas County, Washington.
- 14. Compliance with Laws:** The Parties shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.
- 15. Severability:** It is understood and agreed by the Parties hereto that if any part, term or provision of this Interlocal Agreement is held by the courts to be illegal, the validity of the remaining provisions shall not be affected, and the rights and obligations of the Parties shall



INTERLOCAL AGREEMENT FOR AUTOMATIC AID BETWEEN THE CITY OF CLE ELUM AND KITTITAS COUNTY FIRE DISTRICT #7



be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

If it should appear that any provision hereof conflicts with any statute of the State of Washington, that provision shall be deemed modified to conform to such statute.

- 16. Entire Agreement:** The Parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded.
- 17. Counterparts:** This Agreement may be executed in any number of multiple signed originals, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.
- 18. Agreement to be Filed:** This Agreement shall be listed by subject on each Party's website or other electronically retrievable public source according to the procedures in RCW 39.34.040.
- 19. No Third-Party Beneficiary:** The Agreement is entered into for the benefit of the Parties to this Agreement only and shall confer no benefits, direct or implied, on any third persons.
- 20. Notices and Modification:** All notices shall be in writing and served either personally or by certified mail, return receipt requested to the Parties at the addresses set forth herein. This Agreement may be modified at any time in writing and by mutual agreement of the Parties.
- 21. Term:** The term of this Agreement shall commence as of the last date executed by the Parties hereto and shall continue for one (1) year or until terminated as provided for hereinafter. This Agreement shall automatically renew for another one (1) year term, unless either Party provides notice to the other of its intent to terminate this Agreement not less than thirty (30) days before the end of the initial term. Any Party hereto may withdraw from this agreement by giving at least seventy (70) days prior written notice to the other Party.

CITY OF CLE ELUM

Mayor

Fire Chief

KITTITAS COUNTY FIRE DISTRICT #7

Commission Chair

Fire Chief

CLE ELUM MUNICIPAL AIRPORT LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made and dated this 13th day of August 2025, by and between the CITY OF CLE ELUM, Washington, the Lessor, hereinafter referred to as "City" or "Lessor," and CODY SCRIVER, the Lessee, hereinafter referred to as "Lessee".

City herewith agrees to let unto Lessee, and Lessee herewith agrees to lease from the City, the following described real property ("Premises"), situated in the City of Cle Elum, Washington, to-wit:

**BLOCK C, LOT 2, OF THE CLE ELUM MUNICIPAL
AIRPORT AS SHOWN ON EXHIBIT A
80' X 90' LOT
7,200 SQUARE FEET
(LOT SIZE MUST BE AT LEAST THE HANGER SIZE
PLUS 15-FEET AROUND ALL SIDES)**

This Lease is made in accordance with the provisions of Title 35A RCW as currently existing or hereafter amended. This Lease is subject to the provisions of Chapter 59.12 RCW as currently existing or hereafter amended.

1. TERM:

The Term of this Lease shall be the remainder of this year plus twenty-five (25) years and will commence on the first day of September 2025 and shall expire on December 31, 2050 ("Expiration"). Upon Expiration of this lease, Lessee shall have the option of signing new leases at a term of five (5) years each.

2. RENT:

- a. Rent shall be paid in advance for each year at a rate determined by the City and as set forth below, plus the then-applicable leasehold excise tax as provided in subsection 2.c., below. Lessee may choose to pay half the rent every six months on or prior to the first day of the month for the six-month period beginning on that date.

Term	Yearly Rental Rate (\$0.25 per S.F.) NOT Including Leasehold Tax
Remainder of 2025	\$ 600.00
1/1/2026 to 12/31/2026	\$ 1,800.00
1/1/2027 to 12/31/2027	\$ 1,800.00
1/1/2028 to 12/31/2028	\$ 1,800.00
1/1/2029 to 12/31/2029	\$ 1,800.00
1/1/2030 to 12/31/2030	\$ 1,800.00
1/1/2031 to 12/31/2031	\$ 1,800.00
1/1/2032 to 12/31/2032	\$1,800.00
1/1/2033	Renegotiate

- b. Rental rate adjustment: The rent shall be fixed at the rate listed above for the remainder of this year and for the next seven years of this Agreement, to be readjusted and fixed by the City at a rate commencing on January 1, 2033. The rent for every five-year period thereafter or part thereof, at the commencement of such period, shall be readjusted and fixed by the City. Lessor shall have the right to adjust the rent on or before the beginning of the anniversary date of the Lease term on the fifth year of this Lease Term and for each succeeding five-year period of this Lease Term. Rent adjustments shall be equal to the cumulative increase in the CPI-W for the preceding five-year period.
- c. Leasehold Excise Tax: Unless exempt from the requirement to pay leasehold excise taxes, Lessee shall pay to the City the Leasehold Excise Tax as set forth by the State of Washington, in Chapter 82.29A RCW or as amended. The tax shall be due and payable with the rent charged hereunder. The current Leasehold Excise Tax Rate is 12.84% per Chapter 82.29A and is subject to change.
- d. Late charges: Lessee hereby acknowledges that late payments of rent or any other sums due hereunder will cause the City to incur costs not otherwise contemplated by this Lease. Accordingly, if any installment of rent or any other sum due from Lessee is not received by the City within the tenth (10th) calendar day of the month after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall pay the City a late charge equal to 12% of the overdue amount. The Parties agree that such late charge represents a fair and reasonable estimate of the costs the City will incur by reason of late payment by Lessee. Acceptance of such late charge by the City in no event constitutes a waiver of Lessee's default with respect to such overdue amount, nor prevent the City from exercising any of the other rights and remedies granted hereunder. In addition to the late charges provided for in this section, in the event any payments hereunder are not paid within thirty (30) days of when due, interest shall accrue on Rent, or any other sums due hereunder, at the rate of one and one-half percent 1.5% per month from the date due until paid.

3. **AS IS CLAUSE:**

Except for the City's express representations set forth in this Lease, Lessee acknowledges and agrees that it is relying solely on its inspection and investigation of the land, and accepts the land "as-is, where is" in its present condition with no warranties of any kind, express or implied, either oral or written, made by the City or any employee, agent, or representative of the City with respect to the physical condition of the land. The Lessee shall have determined to its satisfaction upon execution hereof that the land can be used for the Lessee's intended purposes consistent with the purposes permitted and

conditions under this Lease Agreement. Except for the City's express representations set forth in this Lease, the City acknowledges and agrees that neither the City nor the City's agents had made, and does not make, any representations or warranties of any kind or character whatsoever, whether express or implied, with respect to the habitability, leasability or suitability for commercial purposes, merchantability, or fitness for a particular purpose of the land, or the presence or absence of any hazardous substances, wastes, or materials as defined by state, federal, or local law, all of which warranties the City hereby expressly disclaims.

4. PURPOSE, USE, AND GENERAL REQUIREMENTS:

Lessee shall use the Premises primarily for aircraft storage (in Lessee constructed hangar(s)) and shall have an aircraft tail number(s) associated with that storage. Lessee may also use the Premises for other approved airport-related businesses that comply with all then-current rules and regulations (existing or as may be amended) relative to the operation of the Cle Elum Airport.

A hangar may not be used for any non-aeronautical businesses, as residences, or for any non-aeronautical uses as required by and consistent with federal laws and regulations.

Lessee shall not construct any buildings, facilities, or other fixtures upon the Premises nor alter any existing buildings, facilities, or other fixtures without first having the written consent of the City, and FAA approval if applicable.

Lessee agrees that any development of the Improvements would be at its own cost and instance, and that Tenant is not an agent or construction agent of the City for purposes of its development of the improvements.

Lessee agrees to provide for and maintain appropriate fire prevention and suppression measures and facilities on the Premises as required by federal, state, and local laws and regulations, and as the City may require with written notice to the Lessee.

It shall be the responsibility of the Lessee and Lessee's invitees, guests, employees, and agents, or anyone who enters property under Airport jurisdiction, to adhere to the adopted rules and regulations of the Airport as currently written or amended. Entering onto property under jurisdiction of the Airport constitutes usage.

No flammable liquid (paint or other combustible) shall be sprayed within a storage hangar.

Lessee shall have the right to install or place signs or posters anywhere on their leased hanger which are not in violation of laws, rules, or regulations and which do not produce a hazard for the City or other lessees or persons at the Airport. All such installations shall be approved by the City Administrator and shall be at the expense of Lessee and shall be within the public liability insurance coverage of Lessee.

5. REGISTRATION REQUIREMENTS:

All aircraft stored in hangars at the Cle Elum Airport shall be registered to the Cle Elum Airport in compliance with FAA regulations. The Lessee agrees to register at least one aircraft at the Cle Elum Airport with the FAA as a condition of this Lease and provide proof of such within 90 days of the effective date of this Agreement. The Lessee must provide proof of FAA registration within thirty (30) days of such registration and keep all registration information with the City current, reporting any changes promptly. Non-compliance may result in penalties including and up to Lease termination. The Lessee agrees to indemnify the Lessor and Airport Authorities from any and all claims due to Lessee's non-compliance.

6. MAINTENANCE:

Lessee shall keep and maintain the Premises and any Improvements made on the Premises in good repair and condition, including exterior condition, and shall make all necessary repairs and alterations as required by the City. Damage resulting from reasonable wear, tear, and usage are accepted.

Lessee further agrees that it will not commit waste, and that Lessee will keep said Premises and grounds, including those Improvements owned by Lessee, in a safe, sanitary, and orderly condition and shall comply with all the applicable governmental laws, rules, ordinances, and regulations as may be required or imposed by federal, state, and local governmental authorities on said Premises, and shall not suffer any improper or offensive use of said Premises.

Lessee shall, at all times, comply with the rules and regulations relative to noxious weeds of the Weed District in which said leased premises is located. Lessee shall maintain the Premises in a neat and clean condition. This shall include mowing of grass and spraying or other abatement or removal of weeds. All herbicides or other materials used for the control or nurturing of grass and weeds shall be used in strict accordance with all federal, state, and local laws, rules, and regulations.

Lessee further agrees to maintain the Premises in such a manner to reduce risk of wildfire ignition on the Premises and wildfire damage to the Premises and surrounding property of the Airport.

7. COMPLIANCE WITH LAWS, RULES, AND REGULATIONS:

- a. Generally. Lessee agrees to comply with all the pertinent laws, rules, and regulations of federal, state and local governments, as well as the laws, rules, regulations, ordinances, and the Minimum Standards for Aeronautical Activities at the Cle Elum Airport (including, but not limited to, the regulations of the D.O.E, F.A.A., and E.P.A., relating to agricultural aerial spray operations and hazardous waste disposal) as are presently in effect and as may be amended or in the future be adopted.

b. Taxes. Lessee is responsible for all federal, state, and local taxes associated with Lessee's use of the Premises.

c. Hazardous Substances and Environmental Pollution. Lessee shall notify the City within twenty-four (24) hours of any release of a reportable quantity of any hazardous substance defined by 42 U.S.C. §9601(14) and/or RCW 70A.305.020(13), or of the receipt by Lessee of any notices, orders or communications of any kind from any governmental entity which relate to the existence of or potential for environmental pollution of any kind existing on or resulting from the use of the Premises or any activity conducted thereon. If Lessee fails to comply with any of the requirements of this section, the City may undertake, without cost or expense to City, any actions necessary to protect the City's interest, including steps to comply with such laws.

8. INSPECTION:

Lessee agrees that the City and its employees have the right to enter into and upon the Premises during reasonable business hours for the purpose of examining and making inspections to determine the condition of the Premises and whether Lessee is in compliance with all Lessee's obligations under this Agreement in respect to the care and maintenance of the Premises and all other terms and conditions thereof. If it is determined the Lessee has violated federal, state, or local laws or regulations, including environmental control laws or regulations, Lessee must immediately commence and diligently pursue a permanent solution to the satisfaction of federal, state, or local governmental agencies, or vacate the Premises (as specifically provided for in the Default Section herein) within ten (10) days of written notice of those violations by the City. All costs required to remediate any such environmental law or regulation or other legal or regulatory violations shall be at the sole cost and expense of Lessee.

9. UTILITIES:

Lessee is responsible for all costs of all utility services supplied or available to the Premises.

10. LEASEHOLD IMPROVEMENTS UPON EXPIRATION / TERMINATION OF LEASE:

Upon termination of this Lease, for any reason and under any circumstances, all improvements and all additions, alterations, and improvements thereto or replacements thereof and all appurtenant fixtures, machinery, and equipment installed therein, with the exception of any fixtures, machinery and equipment owned by Lessee or any Sublessee and which can be readily removed without material damage to the Improvements, shall become the property of the City upon expiration or earlier termination of the Lease term. Upon expiration or earlier termination of this Lease or upon termination of Lessee's right to possession, the Lessee shall remove at its expense all personal property placed upon the Premises by Lessee. Any such property not so removed from the Premises shall, at the election of the City, be retained by the City or may be removed and stored by the City at Lessee's expense and the City shall recover any costs and expenses from the Lessee resulting therefrom to the fullest extent allowed by law.

Should the City desire the removal of Lessee's improvements upon the date of Lease termination, City shall give Lessee written notice to remove all improvements and return the Premises to the condition existing before the Lease Term commenced, at least thirty (30) days prior to the termination date of this Lease. Upon removal, the Premises shall be left in a neat and orderly condition, without debris. Should the Premises not be left in such condition, the City may remove improvements and repair the Premises and seek reimbursement from Lessee in any manner to the fullest extent allowed by law.

11. ASSIGNMENT:

Lessee shall not assign this Lease nor any portion thereof nor sublet the premises nor any portion thereof, without the written consent of City; however, City shall not unreasonably withhold such consent.

12. INDEMNIFICATION AND HOLD HARMLESS:

Lessee shall indemnify, defend, and hold harmless the City, its agents, employees, elected and appointed officials, directors, officers, commissioners, and representatives from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, or expenses (including, but not limited to, claims adjustment, attorney fees and court costs), related to, arising from or out of, or resulting from:

- Any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or in part by such person, or the person's employees and agents; or
- The exercise of any rights or privileges under the City's municipal code, or under the Airport Minimum Operating Standards or Airport Rules and Regulations.

The indemnification within this section includes but is not limited to: environmental claims (for property damage, cleanup, response, removal and remediation), any regulatory or administrative claims or actions stemming from any person's negligent or intentional use or misuse of airport property, and any claims brought under the Industrial Insurance/Worker's Compensation Act (Title 51 RCW).

The City shall not be liable for any damage occasioned by failure to keep said Premises in good repair and shall not be liable for any damage done or occasioned by plumbing, water, or sewage, or the breaking, leaking, or running of any cistern, tank, water closet, water faucets, or waste pipes in, above, on, or about said buildings or premises, nor for damage occasioned by water, snow or ice being upon or coming through the roof, skylight, trapdoor, or otherwise, nor for any damage arising from the accident or neglect of Lessee or any of its members or any Lessees or occupants of adjacent or contiguous property.

The privilege of using the Airport, its facilities, and the Premises, shall be conditioned upon the assumption of full responsibility and risk by the Lessee and Lessee's invitees, guests, employees, and agents, and they shall release, hold

harmless and indemnify the City, airport operators, officers, and employees from any liability or loss resulting from such use, as well as against claims of third persons so using the airport. The exercise of the privilege of use constitutes an acknowledgment that the City maintains the Airport in a governmental capacity.

13. INSURANCE:

For the duration of the Lease Term, Lessee shall carry and maintain, without interruption, for the mutual benefit of the City and Lessee, insurances in the amounts and types as prescribed in Exhibit B.

14. DESTRUCTION BY FIRE, ACTS OF GOD:

In the event that the Premises shall be damaged by fire or other casualty or act of God outside of the Lessee's control to such an extent that the same are un-tenantable, then this Lease shall, at the option of either City or Lessee, be immediately terminated and shall be of no further force and effect; provided, however, that the rental shall be prorated for the portion of the time that Lessee is able to occupy the Premises and all unused rent paid in advance shall be returned. In this instance, any proceeds from Lessee's insurance shall be promptly provided to and shall belong to City. If Lessee instead chooses to rebuild the improvements (hangar) on the Premises, then the lease is not terminated and proceeds from the Lessee's insurance shall remain with Lessee.

15. BANKRUPTCY:

It is further agreed and understood that in case of the insolvency or bankruptcy of Lessee or any assignment for the benefit of creditors or the appointment of a receiver for Lessee, this Lease shall be immediately forfeited and shall be of no further force and effect except for provisions in this Agreement that specifically survive termination. The Trustee in Bankruptcy, Receiver, or Assignee for the benefit of creditors shall not have any rights whatsoever in the demised Premises.

16. HOLDING OVER:

If Lessee shall hold over after the Expiration of this Lease and shall not have agreed in writing with the City upon the terms and conditions of a new lease prior to the Expiration, Lessee shall be deemed a month to month Lessee. In such an event, the City may immediately adjust the rental rate, current market value. Lessee shall remain bound by all terms, covenants, and agreements within this Agreement, except that; a) The lease shall be one month at a time with rent paid in advance at the then-current market value; b) The City shall have the right at any time to terminate the month- to -month lease;

17. DEFAULT:

a. In the event that Lessee violates this Lease, or any of its conditions or terms as herein stated, City will allow Lessee to attempt to cure the breach by written notice of the conditions or terms being violated and if said violations are not corrected within ten (10) days of the written notice, the City may Terminate the Lease and City shall be entitled to peaceably retake possession of the Premises.

- b. Lessee will be in default under this lease if:
- i. Any Rent or other amount payable by Lessee to City under this Lease remains unpaid for more than thirty (30) days after the date it is due;
 - ii. Lessee files a voluntary petition in bankruptcy or makes a general assignment to the benefit of, or a general arrangement with, creditors;
 - iii. There is an involuntary bankruptcy filed against Lessee that has not been dismissed within sixty (60) days of filing;
 - iv. Lessee is adjudicated insolvent, or admits, in writing, its inability to pay its obligations in the ordinary course as they come due;
 - v. A receiver, trustee, or liquidating officer is appointed for Lessee's business associated with the Premises; or
 - vi. Lessee transfers any portions or interest in this Lease without obtaining prior consent of the City.
- c. The City shall not elect to terminate the Lease as a result of any Default described above without first providing Lessee with written notice of the City's intent to terminate the Lease ("Termination Notice"). The City shall have the rights and remedies provided in this Section 17, in addition to any other right or remedy available by law or equity (all notice and cure periods set forth above are in lieu of and not in addition to any notice required pursuant to applicable unlawful detainer/eviction statutes).
- d. If the City terminates this Lease as provided in this Section 17, the City shall have the right to reenter the Premises and remove all persons, and to take possession of and remove all equipment and trade fixtures of Lessee in the Premises, in the manner then provided by law. Lessee waives all claims associated with the City's exercising this right and shall hold the City harmless therefrom. No such reentry shall be considered a forcible entry. If the City elects to terminate the Lease, the City may also recover from Lessee:
- i. Any earned but unpaid rent under this Lease owing to the City at the time of termination;
 - ii. The amount of rent the City would receive under this Lease for a period of 24 months following the date of Termination inclusive of any rent adjustments in this Agreement (the parties specifically negotiate and agree that this provision is intended as a liquidated damages clause, and not as a penalty).
 - iii. Any other amount necessary to compensate the City for any damages caused by the Lessee's failure to perform its obligations under the Lease or which in the ordinary course of things would be likely to result therefrom; provided that damages associated with loss of rent payable hereunder shall be limited to amounts measured in 17.d.iii. above; and

- iv. At the City's election, such other amounts in addition to or in lieu of the foregoing that may be permitted from time to time by applicable law.
- e. Indemnification. Nothing in this Section 18 shall be deemed to affect the City's right to indemnification for liability or liabilities arising prior to termination of this Lease for personal injury or property damage under the indemnification provisions or other provisions of this Lease.

18. NOTICES:

Any notice given by one party to the other in connection with this Lease shall be in writing and shall be sent by certified or registered mail, return receipt requested, as follows:

<u>To the City:</u>	<u>To the Lessee:</u>
City of Cle Elum 119 West First Street Cle Elum, WA 98922 Attention: Mathew Bailey Phone: 509-674-2262 E-mail: mbailey@cleelum.gov	Cody Sriver 21807 Monument Road SW Vashon, WA 98070 Phone: (206) 861-6188 E-mail: codyscriver@gmail.com

Notice shall be deemed to have been received on the date of receipt as shown on the return receipt.

19. ATTORNEY FEES:

In case either City or Lessee shall bring suit under this Lease, the substantially prevailing party shall recover reasonable attorneys and expert witness fees which shall be determined and taxed by the court as part of the costs of such action.

All covenants, agreements, terms, and conditions contained in this Lease shall apply to and be binding upon City and Lessee and their respective heirs, executors, administrators, successors, and assigns.

20. LAW AND VENUE:

This Agreement shall be controlled by the laws of the State of Washington. In the event of litigation between City and Lessee arising out of this Lease, the venue for such action shall lie exclusively in Kittitas County, Washington.

21. INTEGRATION, COMPLETE AGREEMENT:

Exhibits and Recitals are incorporated herein by this reference. This Lease embodies the entire Agreement between the parties with respect to the subject matter herein contained. No amendments or modifications hereof shall be enforceable unless in writing and signed by both Parties.

22. SIGNATURES:

By signing in the space below, the LESSEE ACKNOWLEDGES HAVING READ
AND UNDERSTOOD AND AGREES TO THE CONTENTS OF THIS
AGREEMENT.

[Signatures on Next Page]

LESSOR:
CITY OF CLE ELUM

Attest:

City Clerk Date

Mayor Date

Approved as to Form:

City Attorney

LESSEE:

 8/19/25
Signature Date

CODY SCRIVER

Name

21807 MONUMENT ROAD SW

Mailing Address

411 W NEVADA AVE

Physical Address

VASHON, WA 98070

City State Zip

Roslyn, WA 98941

City State Zip

(206) 861-6188 CODYSCRIVER@GMAIL.COM

Phone Number E-mail

N8561T

Airplane Tail Number

EXHIBIT A

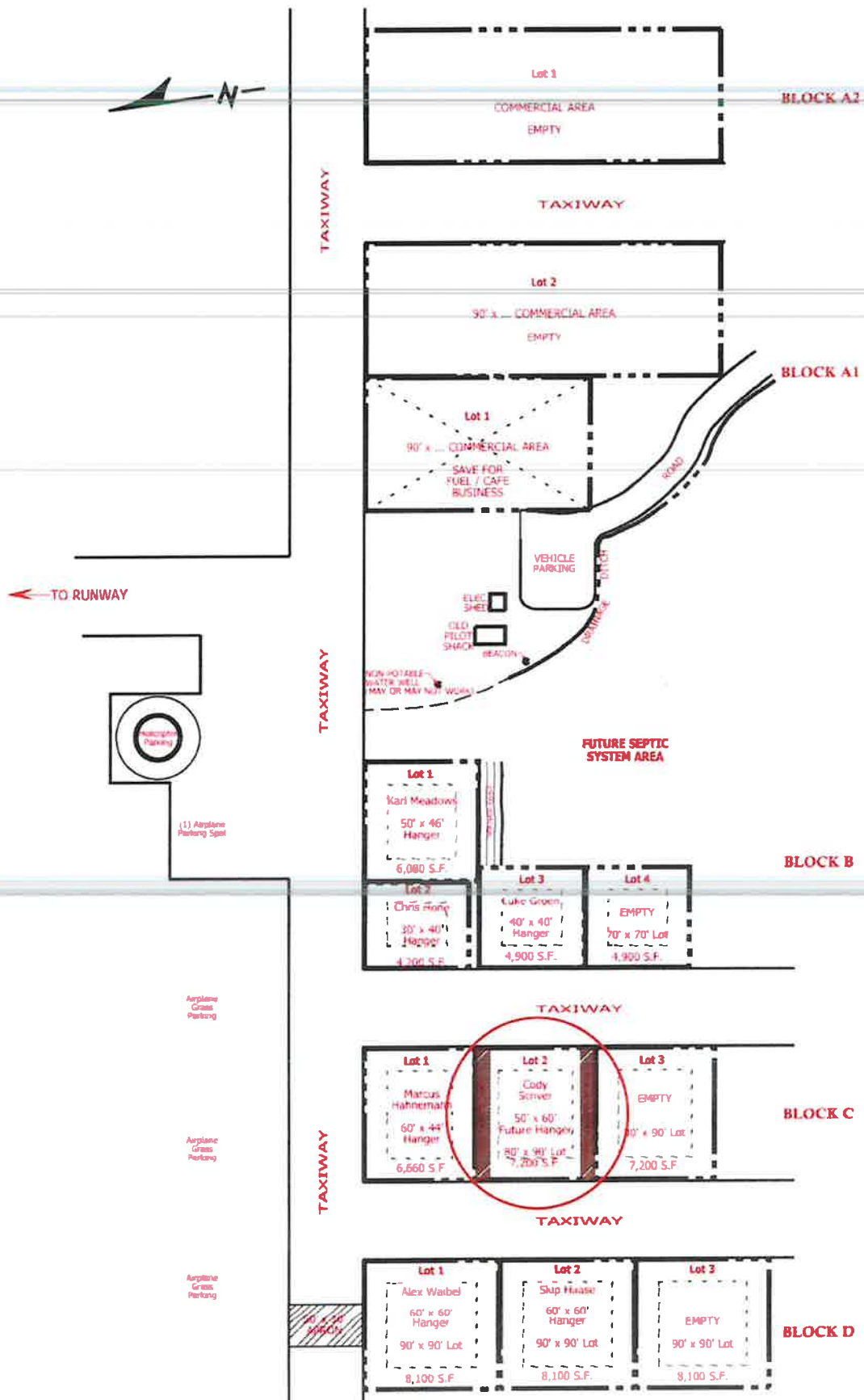


EXHIBIT B

INSURANCE REQUIREMENTS

A. Insurance Term

The Lessee shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Lessee's operation and use of the leased Premises.

B. No Limitation

The Lessee's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Lessee to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance

The Lessee shall obtain insurance of the types and coverage described below:

1. Commercial General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover premises and contractual liability. The City shall be named as additional insured on Lessee's Commercial General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or a substitute endorsement providing at least as broad coverage.
2. Property insurance shall be written on an all-risk basis.

D. Minimum Amounts of Insurance

The Lessee shall maintain the following insurance limits:

1. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, and \$2,000,000 general aggregate. Products-completed operations liability insurance in the amount of at least \$1,000,000 per occurrence. Such insurance shall contain contractual liability insurance covering applicable leases, licenses, permits, or agreements.
2. Property insurance shall be written covering the full value of Lessee's property and improvements with no coinsurance provisions.
3. As applicable to the Lessee's use of the Premises, Commercial/business automobile liability insurance for all owned, non-owned and hired vehicles assigned to or used in

performance of commercial aeronautical activities in the amount of at least \$2,000,000 per occurrence. If any hazardous material, as defined by any local, state or federal authority, is the subject, or transported, in the performance of this contract, an endorsement is required providing \$2,000,000 per occurrence limits of liability for bodily injury and property damage.

4. Special Causes of Loss Property Form covering all improvements and fixtures on the commercial airport operator's premises in an amount no less than the full replacement cost thereof, to the extent of the commercial airport operator's insurable interest in the premises.
5. As applicable depending on the Lessee's use of the Premises, Worker's compensation insurance as required by law and employer's liability insurance in the amount of \$100,000 per accident, \$100,000 disease per person, \$500,000 disease policy limit.
6. Aircraft liability insurance in the amount of at least \$1,000,000 per occurrence single limit Bodily Injury and Property Damage Liability including Passengers.
7. Hangar keeper's liability insurance in the amount of at least \$1,000,000 per occurrence, or more as values or the City require.
8. If applicable, Lessee shall maintain Environmental Impairment Liability coverage for any underground or aboveground fuel storage facility, tank, underground or aboveground piping, ancillary equipment, containment system or structure used, controlled, constructed or maintained by Lessee in the amount of \$1,000,000 each incident, \$2,000,000 aggregate. The policy shall cover on-site and off-site third-party bodily injury and property damage including expenses for defense, corrective action for storage tank releases and tank clean-up for storage tank releases.

E. Other Insurance Provisions

The Lessee's Commercial General Liability insurance policy or policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Lessee's insurance and shall not contribute with it. All policies, except worker's compensation policy, shall name the City and its elected or appointed officials, officers, representatives, directors, commissioners, agents, and employees as "Additional Insured."

F. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

G. Verification of Coverage

The Lessee shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement,

evidencing the insurance requirements of the Lessee, Lessee shall furnish certificates of insurances evidencing the required coverage cited herein prior to engaging in any commercial aeronautical activities. Such certificates shall provide for unequivocal thirty (30) day notice of cancellation or material change of any policy limits or conditions.

H. Waiver of Subrogation

Lessee and City hereby release and discharge each other from all claims, losses and liabilities arising from or caused by any hazard covered by property insurance on or in connection with the premises or said building. This release shall apply only to the extent that such claim, loss or liability is covered by insurance.

I. City's Property Insurance

City shall purchase and maintain during the term of the lease all-risk property insurance covering the Building for its full replacement value without any coinsurance provisions.

J. Notice of Cancellation

The Lessee shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.

K. Failure to Maintain Insurance

Failure on the part of the Lessee to maintain the insurance as required shall constitute a material breach of lease, upon which the City may, after giving five business days notice to the Lessee to correct the breach, terminate the Lease or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand.

L. City Full Availability of Lessee Limits

If the Lessee maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Lessee, irrespective of whether such limits maintained by the Lessee are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Lessee.

CITY OF CLE ELUM
City Administration

**AGENDA STAFF
REPORT**

AGENDA DATE: September 18, 2025

ACTION REQUESTED: Approve the new Airport lease agreement Cody Scriver

BACKGROUND: 25-year lease with Cody Scriver for Block C, Lot 2 (80' x 90', 7,200 sq. ft.) at the Cle Elum Municipal Airport, for the purpose of aircraft storage and related airport activities. The lease establishes annual rent of \$1,800 (subject to five-year CPI adjustments and leasehold excise tax) and requires the lessee to maintain the premises, construct hangars at their expense, comply with FAA and other regulatory requirements, and maintain insurance coverage as specified by the City. As can be seen in **Exhibit A**, there were some utility conflicts, and Lot 2 was shifted to the south to eliminate these conflicts.

RECOMMENDATION: Authorize the Mayor to sign the new lease agreement with Cody Scriver

ATTACHMENTS: New Lease Agreement

LEAD STAFF: Mathew Bailey

CITY OF CLE ELUM
Public Works Department

**AGENDA STAFF
REPORT**

AGENDA DATE: 9/23/2025

ACTION REQUESTED: Approve USDA Okanogan-Wenatchee National Forest Commercial Agreement for purchasing potable water and dumping gray water for Labor Mountain Fire services camp.

BACKGROUND: Kevin Hill, from the Labor Mountain Fire contacted our Public Works to purchase potable water and dump gray water from their Portable showers at their command post they have setup for the Labor Mountain Fire.

RECOMMENDATION: Authorize the Mayor to sign the Incident only commercial agreement with the USDA Okanogan -Wenatchee National Forest Labor Mountain fire.

ATTACHMENTS: Incident Only Commercial Agreement

LEAD STAFF: Mathew Bailey

Incident Only Commercial Agreement

Incident Name: Labor Mountain Fire

Incident Number: WA-OWF-000795

Agency Name: USDA Okanogan-Wenatchee National Forest

AGREEMENT #: **S-69 and S-70**

Host Unit Address: PO Box 5328, Wenatchee, WA 98806

Host Unit Phone: (509) 415-3331

POC: Kevin Hill (509) 834-3713

WA-OWF-000795

P6S98T (0617)

Vendor Name: City of Cle Elum

Vendor Address: 119 West 1st

Vendor Phone: 509-674-226

Vendor Email: wprosek@cleelum.gov

1. **DESCRIPTION OF AGREEMENT:** This agreement is to provide: Grey Water Dumping and potable water

2. **SERVIC RATE:** All rates and charges shall not exceed commercial pricing and shall offer any discounts available. All rates listed below shall include any taxes or additional fees incurred only the rates below will be on any resulting invoice. The Government shall pay the rate most advantageous for the Government:

Rates: \$15.00 per 1,000 gallons (portable water). Logging will be measured date, time, and tank levels.

Rates: \$0.05 per gallon (dumping)

Federal Government is tax exempt.

3. **EXTENT OF OBLIGATION:**

The Government is obligated only to the extent of the authorized purchases by Michelle Munoz. This agreement shall not exceed \$2,500.00.

4. **BILLING AND PAYMENT PROCEDURES:**

The vendor shall provide a commercial invoice for service/items under this agreement and shall reference Resource Order numbers S-69 and S-70. Forward the invoices to michelle.munoz@usda.gov. Invoices will be paid at the end of the Agreement/Incident or as negotiated with Michelle Munoz (505) 225-6869, by government credit card.

5. **FEDERAL ACQUISITION REGULATIONS:**

The following Federal Acquisition Regulation (FAR) clauses and provisions are incorporated by reference (IBR) into this purchase agreement. Items IBR can be viewed in full text at <http://www.acquisition.gov/far/>.

- FAR 52.212-4 Contract Terms and Conditions – Commercial Items (NOV 2023)

- FAR 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Items (JAN 2025)(DEVIATION FEB 2025)

SIGNATURE _____

Vendor Representative

DATE _____

SIGNATURE _____

Government Representative

DATE _____

CITY OF CLE ELUM
WASHINGTON
RESOLUTION NO. 2025-021

**A RESOLUTION OF THE CITY OF CLE ELUM,
WASHINGTON, ADOPTING THE 2025 FEE SCHEDULE**

WHEREAS, the city desires to adopt a comprehensive fee schedule for 2025; and

WHEREAS, the City Council reviews and amends the city's fee schedule as needed; and

WHEREAS, the City Council reviewed and discussed the proposed Fee Schedule at their regular meeting on September 23, 2025; and

WHEREAS, the city has updated the 2025 fee schedule to reflect current costs associated with, for example, City-issued permits and licenses.

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

Section 1. 2025 Fee Schedule, Adopted. The "2025 Fee Schedule" attached hereto as Exhibit A, and including Exhibit B – Staff Time, is adopted by reference as if fully set forth herein.

PASSED BY THE CLE ELUM CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 23rd, DAY OF SEPTEMBER 2025.

CITY OF CLE ELUM

Matthew Lundh, Mayor

ATTEST/AUTHENTICATED:

Debbie Lee, City Clerk

Approved as to form:

Curtis Chambers, City Attorney

Filed with the City Clerk:	09/23/2025
Passed by the City Council:	
Resolution No.	2025-021
Date Posted:	09/23/2025

Abbr.	Permit	App. Type	Permit Fee	Additional Fees ^{1,2,3,4}	Related Permit
COMMUNITY DEVELOPMENT					
ANX	Annexation	IV	\$2,500	Staff/Consultant Time ¹	RZN, RZN-CPA
BSP	Binding Site Plan	II	\$1,600.00	Staff/Consultant Time ¹ plus \$25 per lot Recording Fees ² \$175.00 ^{3,4}	SEPA
BLA	Boundary Line Adjustment (includes combining parcels)	I	\$600.00	Staff/Consultant Time ¹ Recording Fees ²	
BLA-S	Segregation of Platted Lots	I	\$500.00	Staff/Consultant Time ¹	
CPA	Comp Plan Map/Text Amendment	IV	\$1,500.00	Staff/Consultant Time ¹ Recording Fees ² \$175.00 ^{3,4}	SEPA
CUP	Conditional Use Permit	III	\$1,200.00	Staff/Consultant Time ¹ \$175.00 ^{3,4}	
CA	Critical Areas Permit	I	\$300.00	Staff/Consultant Time ¹	SEPA
DA	Development Agreement	IV	\$2,500	Staff/Consultant Time ¹	RZN, RZN-CPA
EVT	Events in Public Right of Way		\$75 ≥ 60 days before event \$150 < 60 days before event	Staff/Consultant Time ¹	Fire Permit Cle Elum General Business License
EIS	EIS Preparation/Review		\$1,000.00	Staff/Consultant Time ¹	
F-PLAT	Final Plat Approval (Except BSP)	I	\$75 per lot	Staff/Consultant Time ¹ Recording Fees ²	
FP	Floodplain Development Permit	II	\$1,000.00	Staff/Consultant Time ¹ \$175.00 ^{3,4}	
FRAN-MP	Franchise Master Permit	IV	\$2,500	Staff/Consultant Time ¹ Recording Fees ² \$175.00 ^{3,4}	Letter, checklist, ordinance
FRAN-UP	Franchise Use Permit	III	\$100.00	Staff/Consultant Time ¹ Recording Fees ² \$175.00 ^{3,4}	
GP	Grading, Excavation and Filling Permit	I	\$600.00		
HPC	Historic Preservation - Certificate of Appropriateness	II	\$50.00		Building Permit, or other
HOC	Home Occupation Permit	I	\$220.00	Staff/Consultant Time ¹	Cle Elum Home Occupation Business License
PLAT-Rev	Plat Revision After Preliminary Approval	I-IV	Staff Time ¹	Staff/Consultant Time ¹ \$175.00 ^{3,4}	F-Plat
PMU	Planned Mixed Use Approval	IV	TBD	Staff/Consultant Time ¹ Recording Fees ²	SEPA
PreAp	Pre Application Conference	II, III, IV	\$750	Staff/Consultant Time ¹	Type II, III, IV Permit

Abbr.	Permit	App. Type	Permit Fee	Additional Fees ^{1,2,3,4}	Related Permit
RZN	Rezone	IV	\$1,500.00	Staff/Consultant Time ¹ Recording Fees ² \$175.00 ^{3,4}	
RZN-CPA	Rezone with Comp Plan Amendment	IV	\$1,775.00	Staff/Consultant Time ¹ Recording Fees ² \$175.00 ^{3,4}	SEPA
S	Sign Permit	I	1-2 signs \$300 \$75 each additional sign		Cle Elum General Business License
S-TEMP	Temporary Sign Deposit	I	\$50 deposit		
SD	Sidewalk Displays and Advertisement Permit	I	\$50/year		Cle Elum General Business License
SDR	Site and Design Review	I	\$350.00	Staff/Consultant Time ¹ N/A	Building Permit Cle Elum General Business License
SEPA	SEPA Checklist	III or IV	\$800.00	\$175.00 ^{3,4}	
SEPA-TD	SEPA Threshold Determination	I	\$150	Staff/Consultant Time ¹	SEPA
SHR	Shoreline Permit (Substantial Dev, Cond, Var)	I-IV	\$1,200.00	Staff/Consultant Time ¹ \$175.00 ^{3,4}	
SHRE	Shoreline Exemption	I	\$250.00	Staff/Consultant Time ¹	
SP	Preliminary Short Plat (<9 parcels)	II	\$1,000.00	Staff/Consultant Time ¹ Recording Fees ² \$175.00 ^{3,4}	SEPA
STR	Short-Term Rental Permit	I	\$400 Building \$480 Planning \$120 Bus lic addn'l		Cle Elum General Business License CUP Building Inspection Fire Inspection
STR-AR	Short-Term Rental - Annual Renewal	I	\$250.00		Cle Elum Business License Building Inspection Fire Inspection
SUB	Preliminary Subdivision (>10 parcels)	IV	\$2,000.00	Staff/Consultant Time ¹ \$175.00 ^{3,4}	SEPA
SUP	Special Use Permit	I	\$300.00	N/A	Events In Public Right of Way Fire Permit
VAC	Right of Way Vacations (Street/Plat/Alley)	IV	\$700.00	Staff/Consultant Time ¹ Recording Fees ² \$175.00 ^{3,4} plus appraisal, legal and 100% land value costs	
VAR I	Variance from Devel. Standards	I	\$500	Staff/Consultant Time ¹	
VAR II	Variance from Devel. Standards	II	\$500	Staff/Consultant Time ¹ \$175.00 ^{3,4}	
VAR III	Variance from Devel. Standards	III	\$700	Staff/Consultant Time ¹ \$175.00 ^{3,4}	

Abbr.	Permit	App. Type	Permit Fee	Additional Fees ^{1,2,3,4}	Related Permit
APPEALS					
	Appeal of Administrative or Land Use Decision		\$600.00		
	Critical Areas Appeal		\$250.00		
	CUP Appeal		\$250.00		
	SEPA Appeal		\$550.00		
	Franchise Master Permit Appeal		\$550.00		
	Franchise Use Permit Appeal		\$250.00		
PUBLIC WORKS					
	Airport Use Permit		\$250/day		Special Use Permit
	Event Trailer Rental Use		\$100/event day		Events In Public Right of Way
	Fireworks Display Permit/Firework Sales Permit		\$250.00		Cle Elum General Business License Fire Permit
OV	Oversized Load Permit		\$200.00		Cle Elum General Business License
ROW	Work and Use of City Right of Way Permit Long-term Right of Way Permit annual renewal		\$200.00	.50 per lineal foot plus leasehold tax 12.84% for >30 days	Cle Elum General Business License
BUSINESS LICENSING					
	Business License Endorsements	App. Type	Base Fee	Additional Fees^{1,2,3,4}	Related Permit
	<i>Business license fees paid to Department of Revenue (DOR) with exception in some cases of Contractors license, Taxi license or Rideshare driver licenses.</i>				
	Home Occupation Business License		\$30.00		HOC
	Contractor License		\$60.00		
	Taxi company license		\$100 / yr		
	Rideshare driver license		\$25/driver per yr		
	Cle Elum General Business - Non-Resident:				
	\$0- \$5,000 Gross		\$0.00		
	Above \$5,000 Gross		\$60.00		
	Cle Elum General Business:				Fire Inspection
	1-2 employees		\$30.00		
	3-5 employees		\$60.00		
	6-10 employees		\$100.00		
	11-25 employees		\$150.00		
	26-50 employees		\$275.00		
	51 or more employees		\$375.00		
	LATE FEES AND PENALTIES				
	Unpaid license fees after 90-days		\$25.00		

Abbr.	Permit	App. Type	Permit Fee	Additional Fees ^{1,2,3,4}	Related Permit
OFFICE					
	NSF CHECK FEE -CITY WIDE--		\$35.00		
	Zoning or Land Use Map		\$3.00		
	Invoice late fee		12% annually		
	Notary fee		\$10.00		
	FEMA FIRMette		\$7.00		
PRR	Public Records Copies		Refer to RCW 42.56.120 for fees		
	Other Copies That Do Not Pertain To PRR:				RCW SAYS NO FEE FOR <20 COPIES
	Letter (8 1/2" x 11")		BW-\$0.50 C-\$0.75		
	Legal (8 1/2" x 14")		BW-\$0.75 C-\$1.75		
	Ledger (11" x 17")		BW- \$0.75 C-\$1.75		
	Larger than Ledger Size up to Arch D Size (24" x 36")		\$7.00		
	Data CD/DVD Charge/Flashdrive		\$10.00		
ADDITIONAL FEES (These fees apply once the permit fee has been depleted)					
1	Staff/Consultant time reimbursement may be required, per the attached staff salary/hourly rates (Fee Schedule Exhibit B).				
2	Recording fees are the Kittitas County recording fees				
3	Mailing/Newspaper Ad/Notification Charge (if applicable)	\$100.00	Applicable to Type II, III, or IV Permit		
4	Public Notice Posting (if applicable)	\$75.00	Applicable to Type II, III, or IV Permit		



CITY OF CLE ELUM

2025 STAFF/CONSULTANT TIME AND EQUIPMENT

HOURLY RATES

EXHIBIT B

STAFF POSITION		SALARY AND BENEFITS STAFF RATES ^{1,2}	CONSULTANTS	FEE ³	CONSULTANTS CON'T	FEE ³
CITY HALL			HLA CIVIL ENGINEERING		LEGAL FEES -- KENYON DISEND	
ADMINISTRATOR/BLDG. OFF.	\$	116.00	SENIOR PRINCIPAL ENGINEER	\$		
CLERK	\$	67.00	LICENSED PRINCIPAL LAND SURVEYOR	\$	ATTORNEY	\$190 TO \$435
BILLING CLERK	\$	50.00	LICENSED PRINCIPAL ENGINEER	\$	PARALEGAL	\$155 TO \$180
FINANCE DIRECTOR	\$	97.00	LICENSED PROFESSIONAL ENGINEER	\$		
PLANNER	\$	68.00	OTHER LICENSED PROFESSIONAL	\$		
OFFICE ASSIST./PLAN. TECH	\$	55.00	PROJECT ENGINEER II	\$		
			CONSTRUCTION SUPERVISOR	\$	PLANNING FEES -- PERTEET	
PUBLIC WORKS			PLANNER 3	\$		
PUBLIC WORKS DIRECTOR	\$	90.00	LICENSED PROF. LAND SURVEYOR	\$	PL1	\$116
FIELD SUPERVISOR	\$	65.00	PROJECT ENGINEER I	\$	PL2	\$163
MECHANIC	\$	62.00	CONTRACT ADMINISTRATOR III	\$	PL3	\$173
CREW MEMBER	\$	52.00	RESIDENT ENGINEER 2	\$		
LIBRARY			PLANNER 2	\$	EQUIPMENT FEE ⁴	
LIBRARIAN	\$	63.00	CAD TECHNICIAN	\$		
			ENGINEERING TECHNICIAN III	\$	SEWER JETTER	\$ 89.00
POLICE			PLANNER 1	\$	SEWER CAMERA	\$ 82.00
POLICE CHIEF	\$	115.00	RESIDENT ENGINEER 1	\$	SERVICE TRUCK	\$ 40.00
SERGEANT	\$	80.00	SURVEYOR	\$	STREET SWEEPER	\$ 79.00
OFFICER/RESERVE OFFICER	\$	73.00	SURVEYOR, TWO MAN CREW	\$	PICKUP/VEHICLE	\$ 23.00
POLICE CLERK	\$	65.00	CONTRACT ADMINISTRATOR II	\$	BUCKET TRUCK	\$ 27.00
ANIMAL CONTROL	\$	43.00	ENGINEERING TECHNICIAN II	\$	EXCAVATOR	\$ 59.00
			SURVEYOR, THREE MAN CREW	\$	LOADER	\$ 53.00
FIRE			CONTRACT ADMINISTRATOR I	\$	WATER TRUCK	\$ 60.00
FIRE CHIEF ADMINISTRATOR	\$	89.00	ENGINEERING TECHNICIAN I	\$	5 YARD DUMP TRUCK	\$ 61.00
			ADMINISTRATIVE/CLERICAL	\$	10 YARD DUMP TRUCK	\$ 76.00
			VEHICLE MILEAGE	FEDERAL RATE	DURAPATCHER (NOT INCLUDING MATERIALS)	\$ 43.00
					GRADER	\$ 89.00

NOTES

1. A 10% ADMINISTRATIVE FEE IS ADDED TO ALL CITY STAFF TIME AND INCLUDED IN THE ABOVE RATES.
2. OVERTIME OR AFTER HOURS STAFF TIME IS BILLED AT 1.5 TIMES THE REGULAR RATE ABOVE.
3. CONSULTANT FEES MAY INCLUDE OTHER CONSULTANTS OR SPECIALISTS, AS DEEMED NECESSARY BY THE CITY.
4. EQUIPMENT RATES DO NOT INCLUDE STAFF TIME TO OPERATE EQUIPMENT.

RES-2025-007

Feb-25

City of Cle Elum City Council Agenda Item – Kittitas County Public Facilities District

Suggested Motion/Action

Motion that the City Council support partnership discussions to explore development of a **Kittitas County Public Facilities District** for the purpose of funding recreational facilities.

Background

Since 2021, the Upper Kittitas County Community Recreation Center Alliance (UKC CRCA), working with the City of Cle Elum, has advanced plans for a 12.2-acre community recreation center. Construction-ready plans are complete and permits nearly finalized. To fund the project, UKC CRCA pursued state legislation in 2025 to allow a sub-county Public Facilities District (PFD). The bill progressed to the House floor but did not pass before adjournment.

Under RCW 36.100, counties may form PFDs to develop and operate regional facilities over \$10 million. PFDs are independent municipal corporations with taxing authority, including a voter-approved sales tax of up to 0.2%, plus other revenue tools (admissions, parking, lodging taxes, bonds, and fees).

Current Situation

UKC CRCA, Kittitas County, and the City of Ellensburg are discussing the formation of a **countywide PFD**, which may be created by interlocal agreement without a public vote. Ellensburg supports this effort as they plan to replace the Valley Memorial Pool and the former Racquet and Recreation Center with new facilities at Rotary Park.

On September 2, Ellensburg City Council approved continued partnership discussions. UKC CRCA now requests formal support from Upper County jurisdictions for pursuing a countywide PFD.

Upper Kittitas County Recreation Center Funding Strategy

Advance the Upper Kittitas County Community Recreation Center through a layered funding strategy that combines **countywide and local tools**.

Public Facilities District (PFD) – *Countywide Tool*

- **Authority:** RCW 36.100 – created by Kittitas County via interlocal agreement.
 - **Funding Power:**
 - Voter-approved sales tax up to **0.2%**, estimated at **\$4M annually** countywide (starting 2027).
 - Additional tools: admissions, parking, lodging taxes, bonds, and fees.
 - **Role in Project:**
 - Provides **regional funding capacity**.
 - Can transfer revenues to local partners (e.g., MPD) to cover operating shortfalls or debt service.
 - **Current Status:**
 - Discussions underway with County and Ellensburg; City of Ellensburg has endorsed continuing partnership talks.
 - Support from Upper County cities is now requested.
-

Metropolitan Park District (MPD) – *Local Tool*

- **Authority:** RCW 35.61 – formed by majority voter approval within defined boundaries (Cle Elum-Roslyn and Easton school districts).
 - **Funding Power:**
 - Stable, **property tax-backed bonding authority**.
 - Long-term revenue stream dedicated to parks and recreation.
 - **Role in Project:**
 - Provides **local accountability and bonding capacity** to fund ~80% of construction.
 - Complements PFD revenues, ensuring both **construction and sustainable operations**.
 - **Status:**
 - Future council consideration anticipated; details will be provided later.
 - Critical to the overall layered funding strategy.
-

Why Both Matter

- **PFD = Regional Sales Tax Revenues**
- **MPD = Local Bonding & Stability**

Together, these two tools create a **sustainable financial foundation** to build and operate the Upper County Recreation Center and support countywide recreational facilities.