

CITY ADMINISTRATOR
ROBERT OMANS

CITY CLERK
DEBBIE LEE

FINANCE DIRECTOR
ROBIN NEWCOMB

PUBLIC WORKS DIRECTOR
MATHEW BAILEY

POLICE CHIEF
RICH ALBO

FIRE CHIEF
ED MILLS

PLANNER
COLLEDA MONICK

Public Works & Community Development Committee

Agenda
October 1, 2025
8:30 AM



119 W FIRST STREET
CLE ELUM, WA 98922

MAYOR
MATTHEW LUNDH

MAYOR PRO TEM
STEVEN HARPER

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

CITY ATTORNEY
CURTIS CHAMBERS

Join Virtually with Zoom: <https://zoom.us/j/7573184018?pwd=dERndjBJVC9GdVQ1d2ISRExwZFhXZz09>

Meeting ID: 757 318 4018 Passcode: 98922

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

TextMyGov

Receive city text alert notifications: text CLEELUM to 91896

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

1. **Call to Order/Pledge of Allegiance**
2. **Unfinished Business**
 - a. Flag Pole Park Proposal - Gary Berndt, Rotary
 - b. UKC Baseball Further Discussion - UPDATE
 - c. Water/Sewer Classification for Churches - Discussion - Mathew Bailey, Public Works Director
 - d. Stormwater Utility Fund - Mathew Bailey, Public Works Director
3. **New Business**
 - a. September 3, 2025, Cle Elum Public Works & Community Development Committee Meeting Minutes
 - b. Request for Leak Adjustment Larissa Zep \$202.64 - Audrey Casassa, Utility Clerk
 - c. Indian John Service Agreement - Mathew Bailey, Public Works Director
 - d. Transportation Benefit District (TBD) Discussion - Mike Heit, HLA
4. **Other Committee Comments**
5. **Adjourn**

Upcoming Meetings:

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

Public Works & Community Development Committee Agenda October 1, 2025

119 W FIRST STREET
CLE ELUM, WA 98922

Planning Commission Meeting October 7, 2025, at 6:00 p.m.

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

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

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

Historic Preservation Commission Meeting October 21, 2025, at 3:00 p.m.

General Government Committee Meeting October 22, 2025, at 8:30 a.m.

Public Works & Community Development Committee Meeting November 5, 2025, at 8:30 a.m.

CITY OF CLE ELUM'S ROTARY AT FLAGPOLE PARK

September 3 Public Works and Community Development Committee

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

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

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

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

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

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

Projects: Rotary provides:

- Overseeing the needed Improvements the electrical system to meet code and add additional capability. (see attached diagram and estimate)
- Improve the sprinkler system to provide automatic watering for the flowers around the flagpole. The area that Bev Gonyea always takes care of. I believe that Matt (public works) will accommodate this project
- Repair, re-paint and relocate the patriotic sign. The evergreen trees are growing and crowding the sign out.
- There is no bike rack at a park where many people ride to
- There is currently only one piece of furniture for folks to sit and have a sandwich or contemplate life in general. I suggest we find a way to place a few pieces that are tamper and theft proof.
- Mayor Lundh is not too supportive of a restroom for the park, but perhaps a porta potti?
- The City is the landowner of a portion of the parking area adjacent to the restaurant and is in need of some maintenance. If gravel could be delivered by the city, Rotary could spread it to improve the parking.
- Rotary agrees to supply the military flags as needed, City installs.

- There is a tree/large bush (Hawthorne) that is interfering with the flags and needs to be removed or at least move to another place.
- Install and maintain an information/bulletin board

City will:

- Retain ownership of the Park
- Perform routine maintenance of mowing, weeding and repairs to infrastructure as needed
- Mayor Lundh indicated that the City would contact Mountains to Sound Greenway about the large entry sign that currently says “Wye” Park and change it to Flagpole or perhaps Rotary at Flagpole park ?
- Replace flags as needed with military flags from Rotary
- Be responsible for trash can pickup and removal

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

for

MEMORIAL PARK

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

RECITALS

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

AGREEMENT

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

1. USE AGREEMENT

- 1.1. **Grant.** Pursuant to RCW 35.21.278, ~~Cle Elum~~the City hereby authorizes UKCYBSA to operate and maintain ~~Memorial~~the Park as a Baseball Facility for the benefit of and use ~~of by~~ the public, subject to the terms and conditions set forth in this Agreement.
- 1.2. **Effective Date and Duration.** ~~The effective date of~~ this Agreement shall be effective is upon the signing of both parties. The term of this Agreement is twenty (20) years from the Effective Date, unless terminated at an earlier date in accordance with Section 6 of this Agreement.
- 1.3. **User Fees.** ~~UKCYBSA may charge fees to other organizations or individuals for the scheduled use of the Baseball Facility. However, UKCYBSA shall not charge fees to other organizations or individuals for the use of the Baseball Facility that exceed the amount charged for the use of comparable publicly accessible facilities of like kind and quality. UKCYBSA shall provide a fee schedule to the City for approval prior to implementing or charging any fees. UKCYBSA shall not charge fees for any allowed, unscheduled use of the Baseball Facility regardless of whether such use is passive recreation or active recreation. UKCYBSA may charge a reasonable fee for parking at the Baseball Facility for special events such as tournaments, but shall not charge a fee for incidental use of parking facilities on a day-to-day basis.~~
- 1.4. **Operating Rules.** Operations rules for the Baseball Facility shall be consistent with City ordinances and published policies relating to health and safety. Nothing contained in this Agreement shall be considered to diminish the governmental or police powers of the City.
 - 1.4.1. **Operating Park Hours.** ~~The Park operating opening~~ hours for the Baseball Facility shall be from dawn to dusk.
- 1.5. **Open Membership.** UKCYBSA's youth baseball and softball programs shall be open to all persons within its service area on a nondiscriminatory basis consistent with Federal and State law. UKCYBSA's service area is Upper Kittitas County, generally defined as Easton, Roslyn, Cle Elum, Teanaway, and west of Thorp Mountain Highway.
- 1.6. **Public Access.** UKCYBSA understands, acknowledges, and agrees that substantial public use and access to the Park and Baseball Facility are required and therefore is a material consideration for the City's execution of this Agreement. UKCYBSA agrees it shall make the Baseball Facility available to the general public for use by any organization or individual for reserved use or scheduled activities, consistent with Section 2 of this Agreement. UKCYBSA shall further make the Baseball Facility available to the general public without charge for use by individuals for informal,

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

1.6.1.7. Tax Covenants. At all times from and after the effective date of this Agreement, UKCYBSA will:

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

2. OPERATIONS

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

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

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

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

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

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

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

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

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

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

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

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

DRAFT

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

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

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

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

~~2.2.8. Post clear information about the Baseball Facility scheduling process at the facility itself. The City will also make the facility schedule available on its website and allow scheduling requests to be made by phone or in person at the City of Cle Elum. Publicize the Baseball Facility scheduling process by posting information about that process in plain view at the SiteBaseball Facility, posting on the City’s website, and by enabling scheduling requests to be made via email to the UKCYBSA President (located on the UKCYBSA and City websites).~~

~~2.2.9.2.2.8.~~ At such intervals as the Parties may agree upon, give the City an updated Baseball Facility use schedule.

2.3. **Third-Party Use Form**. Any scheduled athletic activity or scheduled non-athletic activity, as described in **Sections 2.1.2 and 2.1.3**, are required to fill out a ~~Third-Party Use Form at the time of submitting its scheduling request.~~ [City of Cle Elum event application.](#)

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

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

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

2.7. **Advertising**. The grant of the use of the Baseball Facility to UKCYBSA in **Section 1** of this Agreement includes the right of UKCYBSA to advertise, ~~and~~ secure sponsorships,

~~and grant naming rights~~, provided the revenue generated from such is applied to the cost of improving and maintaining the Baseball Facility.

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

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

3. MAINTENANCE

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

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

- Schedule maintenance in a manner that maximizes both scheduled and unscheduled use of the Baseball Facility to the greatest extent practicable;
- Maintain the Baseball Facility in ~~as-the~~ highest quality manner as is feasible, given the effects of normal use and weather;
- Keep the Baseball Facility attractive and inviting to the public including all fence lines inside and out;
- Maintain sanitation and sanitary facilities in accordance with applicable State and local public health standards;

- Keep the Baseball Facility reasonably safe for public use; and
- Keep buildings and other structures and improvements in reasonable repair throughout their estimated lifetime, so as to prevent injury to individuals, undue deterioration, and not to discourage public use.

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

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

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

3.4. **Site Inspection.** The City may inspect the Baseball Facility at any time, with or without notice. UKCYBSA staff are entitled to be present at that time and the City will take reasonable steps to exercise its right of inspection so as to avoid or minimize disturbance

of any activities taking place at the Baseball Facility. UKCYBSA shall provide the City with a key to any locked structures, gates, or storage containers. The City will take reasonable steps to provide notice of any use of such keys to UKCYBSA, provided that no notice shall be required for inspections or for emergency access purposes. The Parties agree for reasons of protection and safety to promptly secure and lock any doors or gates unlocked for activities, use, or access. The City has the right to use any and all means that the City deems proper to open doors and gates in an emergency, in order to obtain entry to the Baseball Facility. The Parties agree that nothing in this **Section 3.4** shall limit the governmental or police powers of the City. The Parties further agree that the Washington State Recreation and Conservation Office may inspect the Park at any time, with or without notice.

4. IMPROVEMENTS

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

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

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

4.3.4.4. No Liens. UKCYBSA acknowledges and agrees that it has no authority, express or implied, to create or place any lien or encumbrance of any kind or nature whatsoever upon, or in any manner to bind, the interest of the City in the fee interest in the Baseball Facility, or to charge fees for any claim in favor of any person or entity dealing with

UKCYBSA, including those who may furnish materials or perform labor for any construction, operation, repairs, or maintenance. If any such liens are filed, the City may, without waiving its rights and remedies for breach, and without releasing UKCYBSA from its obligations under this Agreement, require UKCYBSA to post security in the form and amount reasonably satisfactory to the City or to cause such liens to be released by any means the City deems proper, including payment upon satisfaction of the claim giving rise to the lien. UKCYBSA agrees to pay the City upon demand any sum paid by the City to remove said liens, which sum shall include all costs and attorneys' fees.

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

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

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

4.8. Professional Liability Errors and Omissions. If UKCYBSA directly or indirectly requires professional services in connection with the design, construction, or improvement of the Baseball Facility, then UKCYBSA shall require its professional service providers to carry insurance meeting all requirements set forth in Section 5 of this Agreement. In addition, UKCYBSA shall require its professional service providers

to carry Professional Liability Errors and Omissions insurance in an amount not less than \$1,000,000 per claim/aggregate. UKCYBSA shall require its professional service providers to provide the City with copies of all insurance certificates or policies upon request.

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

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

5. INSURANCE

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

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

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

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

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

~~5.1.4.~~5.1.5. If at any time the foregoing policies fail to meet the above minimum standards, then UKCYBSA will, upon notice to that effect to the City, promptly obtain a new policy, and submit the same to the City with certificates and endorsements for approval.

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

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

5.3.5.4. Indemnification and Hold Harmless.

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

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

6. TERMINATION

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

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

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

DRAFT

6.1.3. UKCYBSA is adjudged bankrupt, makes a general assignment for the benefit of creditors, or takes the benefit of any insolvency act, or if a permanent receiver and trustee in bankruptcy is appointed for UKCYBSA's estate and such appointment is not vacated within sixty (60) days; or

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

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

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

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

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

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

6.5. **Dispute Resolution.** The Parties agree to use their best efforts to resolve disputes regarding this Agreement in an economic and time efficient manner to advance the purposes of this Agreement. In the event that a dispute arises between UKCYBSA and the City, they shall attempt to resolve such dispute as expeditiously as possible and will cooperate so that the express purposes of this Agreement are not frustrated. If the Parties are unable to resolve the dispute between themselves within ninety (90) ~~calendar~~ days from the date the aggrieved ~~party~~ Party first notified the other ~~party~~ Party, then the Parties agree that they shall attempt to mediate the dispute with the first available mediator from Washington Arbitration and Mediation Service (WAMS) or Judicial Arbitration and Mediation Service (JAMS) or their successors. The Parties shall each pay one half of

the cost of such mediation. If such mediation shall fail then nothing in this ~~Section 7.4~~ **Section 6.5** shall otherwise limit the Parties' legal, equitable, or other rights or remedies.

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

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

If to UKCYBSA:

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

Designated Liaison:

Email:
Telephone:

If to the City:

City of Cle Elum Public Works Department
Attention: Public Works Director
119 W First Street
Cle Elum, WA 98922

Designated Liaison: Mathew Bailey
Email: mbailey@cleelum.gov
Telephone (509) 674-5126

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

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

DRAFT

construction or interpretation of any of the provisions of this Agreement or its Attachments.

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

DRAFT

Dated as of this _____ day of _____, 2025

CITY OF CLE ELUM:

(Signature)

(Printed Name)

(Title)

UPPER KITTITAS COUNTY YOUTH BASEBALL AND SOFTBALL ASSOCIATION:

(Signature)

(Printed Name)

(Title)

DRAFT

Exhibit A – Legal Description

ACRES 25.68, CD. 6298-1-2; SEC. 27; TWP. 20; RGE. 15; NW1/4 SE1/4 TA X 11 & 12; S1/2 SE1/4 PTN. TAX 25; (CEMETERY & BALL PARK); (MUST BE SOLD WITH 20-15-27032-0002, P#143835 & 20-15-27040-0010, P#316336)

RM-12/3/98:ADD EX CODE (1)RM-5/1/97-SEG FROM 20-15-2732-0002 CD. 6298-1 97 FOR 98 ANNEXATION TO THE CITY OF CLE ELUM PER ORD. #1041, 12.42@ GOING FROM LEVY 043 TO 028

Exhibit B – Depiction of Park



Calvary Church - 417 West Railroad St- Account #21260

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

Audrey Casassa

Utility Clerk



Search for Customers, Locations, Meters, Account No



Customer Care Meters GIS Work Orders Fixed Network Administrative

Meter ID 00006697399

Back New Search Next Meter

Meter ID 00006697399
Serial Number 19993270
Service Type Water

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

Email
Mobile Phone
Location Notes

Dashboard

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

Meter Details

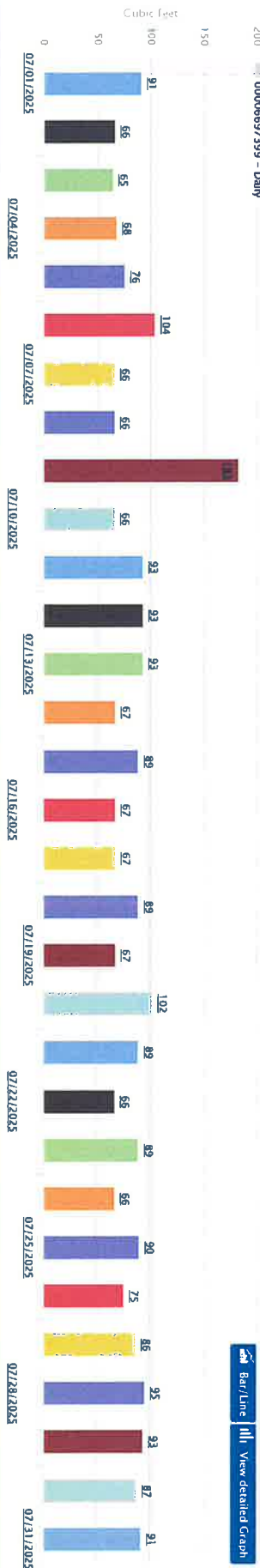
Alerts

Related Entities

Consumption

Charts

Events



Bar/Line View detailed Graph

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

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

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

Meter ID 00006697399
 Meter ID 00006697399
 Serial Number 19993270
 Service Type Water

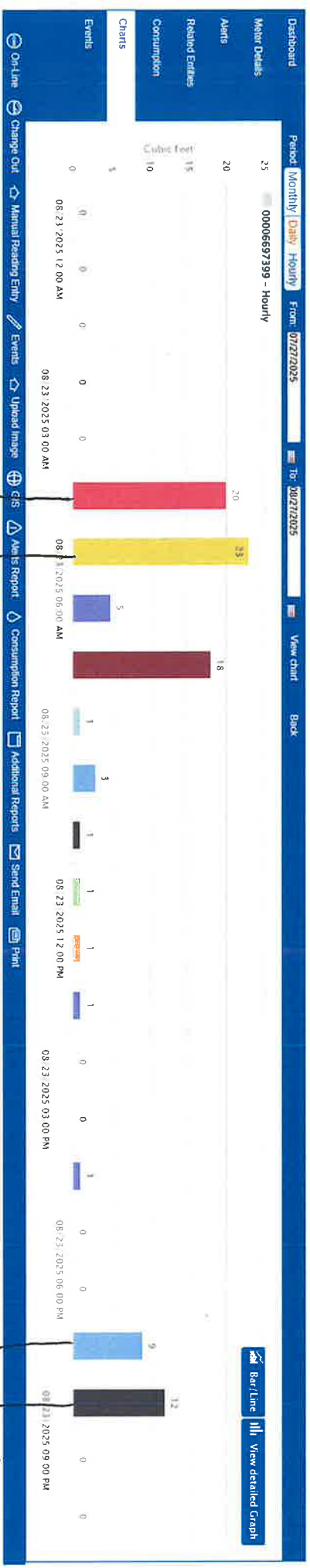
Account Number 2126 0
 Location Number -2126 0
 Meter Size

Customer Name CHERRY CHURCH CIE ELM
 Location Address 417 E RAIL ROAD AVE
 Mailing Address

Last Read (Cubic feet) 60205
 Last Read Time 08/26/2025 10:59 PM
 Status OK

Email
 Mobile Phone
 Location Notes

Back New Search Add Meter

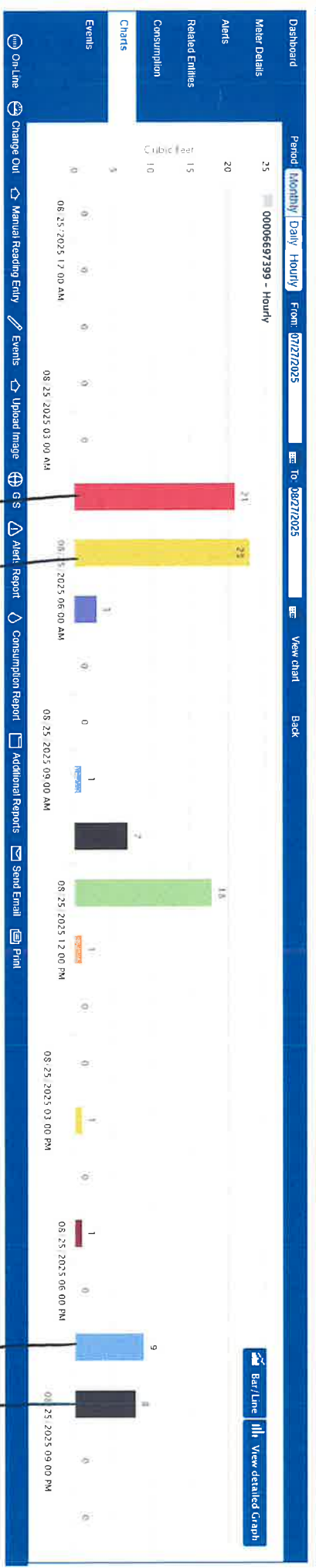


August 23'd Daily Usage

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

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

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



August 25th Bailey graph

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

Both Days
 $17cf \div 7.48 = 127.16$

6 PM 6 AM

8 PM 4 PM

City Of Cle Elum

UTILITY ACCOUNT HISTORY

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

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

Page: 1

Calvary Chapel Cle Elum: 21260; Service Location: 2126.0

417 E RAILROAD AVE

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



City of Cle Elum

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

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

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

WATER CONSUMPTION HISTORY

Month	Usage
Aug	2603
Sep	2603
Oct	1302
Nov	619
Dec	307
Jan	307
Feb	619
Mar	619
Apr	307
May	307
Jun	1302
Jul	2603
Aug	2603

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

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

Detach Here and Return Bottom Stub



City of Cle Elum

119 W First Street
Cle Elum, WA 98922

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

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

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



CITY OF CLE ELUM
Sewer Rate Restructure
Ordinance No. 1677

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

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

Notes:

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

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

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

Notes:

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

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

Notes:

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

Approach	Description	What a SFR pays annually if utility budget is \$500,000	SFR	Multi-Family Residential	Commercial	Industrial	Public Use	Undeveloped	Forest
1a	Same Amount for Every Parcel	\$292.91	56.1%	3.3%	13.6%	0.9%	7.7%	17.5%	0.9%
1b	Same Amount for Every Parcel, but no payment for Undeveloped/Forest	\$359.20	68.8%	4.0%	16.7%	1.1%	9.4%	0.0%	0.0%
1c	Same Amount for Every Parcel, but 50% for Undeveloped/Forest	\$322.69	61.8%	3.6%	15.0%	1.0%	8.5%	9.6%	0.5%
2a	Based entirely on Parcel Area	\$47.36	9.1%	1.4%	4.2%	2.6%	16.2%	56.6%	10.0%
2b	Based entirely on Parcel Area, exempt undeveloped/forest	\$141.54	27.1%	4.1%	12.5%	7.8%	48.5%	0.0%	0.0%
2c	Based entirely on Parcel Area, 50% for undeveloped/forest	\$70.98	13.6%	2.1%	6.3%	3.9%	24.3%	42.4%	7.5%
3a	Based entirely on ERUs (Area Based)	\$44.66	12.1%	1.4%	4.8%	2.5%	15.7%	54.1%	9.4%
3b	Based entirely on ERUs, exempt undeveloped/forest	\$122.52	33.2%	3.8%	13.1%	6.9%	43.1%	0.0%	0.0%
3c	Based entirely on ERUs, 50% for undeveloped/forest	\$65.46	17.7%	2.1%	7.0%	3.7%	23.0%	39.7%	6.9%
4a	Based on assumed impervious area	\$136.82	26.2%	5.3%	18.1%	11.3%	39.0%	0.0%	0.0%
4b	Based entirely on assumed impervious area, Pay as 10% for Undeveloped	\$107.54	20.6%	4.2%	14.2%	8.9%	30.7%	21.4%	0.0%
5a	Based entirely on ERUs (Impervious Area Based)	\$44.01	11.9%	1.8%	7.0%	3.7%	12.9%	53.3%	9.3%
5b	Based entirely on ERUs, exempt undeveloped/forest	\$117.74	31.9%	4.9%	18.8%	9.9%	34.5%	0.0%	0.0%
5c	Based entirely on ERUs, 50% for undeveloped/forest	\$64.07	17.4%	2.7%	10.2%	5.4%	18.8%	38.8%	6.7%

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

MINUTES

SEPTEMBER 3, 2025

8:30 AM

119 W FIRST STREET
CLE ELUM, WA 98922

1. Call to Order/Pledge of Allegiance

Steven Cook - present

Ken Ratliff - present

Jerred Weis - absent

Matthew Lundh - Mayor

Rob Omans - City Administrator

Mathew Bailey - Public Works Director

William LaRue - Water Manager

Debbie Lee - Clerk

2. Unfinished Business

a. Flag Pole Park Proposal - Gary Berndt, Rotary

Gary Berndt reported that Rotary has an interest in renaming Flag Pole Park to possibly Rotary Flag Pole Park. Gary provided information (see attached) regarding improvements and maintenance that Rotary would be interested in helping the city with. This could be electrical upgrades, seating, replacing flags, etc. The mowing and watering would be the City of Cle Elum's responsibility. This could either be through a contract or a resolution. Gary will talk with Rotary of Ellensburg and see what their agreement with the City of Ellensburg is regarding having their name attached to Rotary Park. Gary will meet with the Rotary of Cle Elum and brainstorm with a couple of the committee members to come up with an agreement.

b. UKC Baseball Further Discussion - UPDATE

Rob Omans, City Administrator, reviewed the comments regarding scheduling. Rob will work on the fees, scheduling and insurance requirements and come back to the committee with a clean copy for review.

Discussion was had regarding whether there needed to be some sort of oversight of park use times by Little League, so if anyone else wanted to schedule an event, it would not interfere. The committee talked about the UKC Baseball charging for parking for their tournaments. This revenue would be used for improvements and maintenance of the field.

3. New Business

Public Works & Community Development Committee Agenda

September 3, 2025

119 W FIRST STREET
CLE ELUM, WA 98922

- a. [August 6, 2025 Cle Elum Public Works & Community Development Committee Meeting Minutes](#)

MOTION: Committee Member Cook made a motion to approve August 6, 2025 Public Works & Community Development Committee Meeting Minutes; seconded by Committee Member Ratliff.

MOTION : 2 yes 0 no.

- b. [Calvary Chapel - Water/Sewer Classification Discussion - Dan Renshaw](#)

Dan Renshaw has concern over the increase in his water bill, due to the fact that the church is considered commercial and not residential, so the water that he uses for landscaping is being charged through the sewer. Discussion of possibly adding a sewer deduction meter was had, but the cost is high for a not-for-profit. He was hoping maybe the code could be changed to exclude churches from the sewer use billing. Church income usually decreases in the summer also. His church does not have a commercial kitchen and usually the food served is brought in and not prepared at the site.

The committee will bring this item up for discussion during committee reports at the next Council Meeting.

- c. [Water Waste Water Contract/Staffing Decision - Mathew Bailey, Public Works Director](#)

Mathew Bailey, Public Works Director, presented job descriptions to the committee for having the city staff maintain the water and wastewater plants. A spreadsheet was presented (see attached) and Mathew projects the city could save about \$300,000 per year by doing this. The Council needs to make a decision whether to either staff and maintain the plants or sign another agreement with Veolia in December. The city owns the water and wastewater plants. Discussion was had about giving the city enough time to hire and get employees on board prior to December. Mathew felt there was enough time to do this.

It was explained that most plants are operated and maintained by the municipality, not contracted. The benefits of having a contract is buying power, but there is a percentage added to all purchases. Also, staffing is an asset as they have employees at hand. Mathew stated the city would make sure that the city employees maintain certification and succession built in is the goal. Also, since the city belongs to Evergreen Rural Water, it is a resource that can be used.

- d. [Stormwater Billing - Mathew Bailey, Public Works Director](#)

Mathew Bailey, Public Works Director, explained to the committee that the city has a loan/grant for a survey of the stormwater system. They are currently in the investigative phase where they are determining the condition of the system, mapping the system and problem sites. The city will need to recoup the cost to cover the loan portion. The initial suggested cost would be \$10 per month for residential customers and there would be a commercial calculation, vacant land would possibly have an exemption. Discussion was had regarding roof drains and how that would not burden the sewer plant. The funds that are

Public Works & Community Development Committee Agenda

September 3, 2025

119 W FIRST STREET
CLE ELUM, WA 98922

collected can be used to expand the stormwater system and maintenance and operation. New developments are contributing to the stormwater system when they develop.

Mathew will work on the stormwater impacts on the sewer plant and encourage the committee to discuss this further. They discussed coming back to the committee with a draft stormwater plan.

e. [NW Natural Water - Utility Inquiry - Mathew Bailey, Public Works Director](#)

Mathew Bailey, Public Works Director, reported that NW Natural Water recently met with the city and HLA regarding the possible purchase of the water and wastewater treatment plants. The committee stated they did not want staff wasting time on this topic. This is not a route the city would want to take.

4. **Other Committee Comments**

5. **Adjourn**

The meeting was adjourned at 10:20 a.m.

Ken Ratliff, Chair

Debbie Lee, Clerk

Water Leak Adjustment Request submitted 9/16/2025

Justin and Lara Zepp

906 East Fourth St

Account # 1472

I contacted Justin and Laura on 9/9/2025 when discovering their meter detected a leak on our Harmony meter system.

Picture attached indicates the leak was in the ground.

The Leak was repaired the next day 9/10/2025

Credit amount for August billing

Consumption overage \$130.56

Reserve Overage 60.61

Tax overage 11.47

Totaling \$202.64

I attached the leak report which indicates the leak times. Attached

They are asking for credit on the July billing, but the leak started Aug 4th.

Audrey Casassa

Utilities Clerk



REQUEST FOR LEAK ADJUSTMENT

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

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

For Any questions, please call 509 674-2262

Date: 9/12/25

Name: Larissa Zepf Account #: 1472

Service Address: 906 E 4th St

City: CLE ELUM State: WA Zip: 98922

Phone: (360) 490-5581

Mailing Address if different than property address: _____

Date leak was discovered: 9/9/25

Date leak was fixed: 9/10/25

Description of leak including location and how it was fixed:

WE WERE NOTIFIED OF A LEAK AT OUR HOUSE ON 9/9. THE WATER DEPT CAME AND TURNED THE WATER OFF THAT DAY. THAT NIGHT I EXPOSED THE PIPE AND FOUND THAT A FITTING WHERE THE PIPE TRANSITIONS FROM COPPER TO PVC HAD BROKEN. THE PIPE WAS REPAIRED THE NEXT DAY USING ALL NEW COPPER AND PVC FITTINGS. IT APPEARS THE LEAK WAS CAUSED BY A TREE ROOT FROM A TREE PLANTED BY THE PREVIOUS OWNER. WE ARE CURRENTLY DEVELOPING A PLAN TO REMOVE THIS TREE TO PREVENT THIS IN THE FUTURE. IT LOOKS LIKE THIS LEAK SPANS TWO BILLING CYCLES. IF POSSIBLE WE ARE REQUESTING AN ADJUSTMENT TO BOTH. IF NOT PLEASE CONSIDER AN ADJUSTMENT TO THE HIGHER BILL. THANK YOU.

9/9/2025

13.12.115 Petition for and relief from utility bill.

In the event any person is aggrieved by the amount of one hundred dollars or more in excess of the amount billed for monthly water and sewer service, they may, within fifteen days of the postmark on said bill, petition the city council in writing to the utilities clerk for a downward adjustment to their bill. Upon receipt of such petition, the utilities clerk shall notify the public works director and the public works committee and schedule a meeting to consider the petition for downward adjustment. The public works committee may consult with the city staff regarding the matter and shall, upon deliberation and oral findings following the meeting, make a recommendation to the entire city council to grant a downward adjustment only upon good cause shown. No downward adjustment will be considered for leaks within the primary residential or commercial building; however, adjustment for leaks within crawlspaces may be considered on a case-by-case basis. Any bill granted a downward adjustment by the city council shall include both water and sewer totals and shall not exceed one thousand dollars in relief and shall be presented to the mayor for signature on the face thereof. Notice of the reduction shall be provided in writing by the city to the customer. No ratepayer may petition the city council more than one time per twelve-month period for such a downward adjustment. In the event that city-maintained water pipes prevent water service to a customer's water meter due to cold or frozen weather for more than two days (forty-eight hours), the city council may, upon the recommendation of the city public works director and the public works committee, provide equitable relief to the customer by crediting up to one month's water fees which include water base rate fee, water reserve fee, and applicable water taxes for every two to thirty days of interrupted service, or multiples thereof. In the event any neighbor assists a customer with frozen, city-maintained water service by providing water through that neighbor's meter (i.e., through the use of a hose or similar apparatus), that neighbor will be allocated double the volume of water in the base rate for the same period of interrupted service.

(Ord. 1692 § 1, 2025; Ord. 1464 § 1, 2017; Ord. 1312 § 4, 2009; Ord. 1158 § 1, 2001; Ord. 1122 § 2, 2000)

The Cle Elum Municipal Code is current through Ordinance 1703, passed August 12, 2025.

Disclaimer: The city clerk's office has the official version of the Cle Elum Municipal Code. Users should contact the city clerk's office for ordinances passed subsequent to the ordinance cited here.

[City Website: cityofcleelum.com](http://cityofcleelum.com)

[City Telephone: \(509\) 674-2262](tel:5096742262)

[Hosted by General Code.](#)



906 East fourth St
Lepp



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

BILLING PERIOD	
August	
DUE DATE	ACCOUNT NUMBER
09/25/2025	1472
BILL DATE	AMOUNT DUE
09/08/2025	398.07
ACCOUNT HOLDER	
Larissa & Justin Zepp	
SERVICE LOCATION	
1948.0 - 906 E FOURTH ST	

SERVICE	READING DATE	METER READINGS		FACTOR	USAGE	CHARGES																												
		PREVIOUS	PRESENT																															
Water	08/27/2025	77127	85215	1.0000	8088	Previous Balance: 220.75 Adjustments: 0.00 Payments: 220.75 Balance Forward: 0.00 Water 61.93 Water Consumption 130.56 Water Reserve 10.88 71.49 Water Tax 6% 4.37 15.84 Sewer 60.26 Sewer Tax 6% 3.62 Garbage 38.04 Recycling 16.33																												
130.56 400.61 11.47 \$ 202.64																																		
WATER CONSUMPTION HISTORY <table><tr><th>Month</th><th>Consumption</th></tr><tr><td>Sep</td><td>~1000</td></tr><tr><td>Oct</td><td>~1500</td></tr><tr><td>Nov</td><td>~1000</td></tr><tr><td>Dec</td><td>~1000</td></tr><tr><td>Jan</td><td>~1000</td></tr><tr><td>Feb</td><td>~1000</td></tr><tr><td>Mar</td><td>~1000</td></tr><tr><td>Apr</td><td>~1000</td></tr><tr><td>May</td><td>~1000</td></tr><tr><td>Jun</td><td>~3000</td></tr><tr><td>Jul</td><td>~2500</td></tr><tr><td>Aug</td><td>~2500</td></tr><tr><td>Sep</td><td>~8000</td></tr></table>						Month	Consumption	Sep	~1000	Oct	~1500	Nov	~1000	Dec	~1000	Jan	~1000	Feb	~1000	Mar	~1000	Apr	~1000	May	~1000	Jun	~3000	Jul	~2500	Aug	~2500	Sep	~8000	
Month	Consumption																																	
Sep	~1000																																	
Oct	~1500																																	
Nov	~1000																																	
Dec	~1000																																	
Jan	~1000																																	
Feb	~1000																																	
Mar	~1000																																	
Apr	~1000																																	
May	~1000																																	
Jun	~3000																																	
Jul	~2500																																	
Aug	~2500																																	
Sep	~8000																																	
30: 0.00 60: 0.00 90+: 0.00																																		

Fall Cleanup and Brush dump return this September! The free garbage voucher you got in the mail had the wrong year(2024). New Vouchers with the correct 2025 date are being sent out. Please note only 2025 vouchers will be accepted at the Transfer Station.

Detach Here and Return Bottom Stub



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

DUE DATE	AMOUNT DUE
09/25/2025	398.07
SERVICE LOCATION	
1948.0 - 906 E FOURTH ST	
ACCOUNT NO.	AMOUNT ENCLOSED
1472	

Larissa & Justin Zepp
P.O. Box 67
S Cle Elum, WA 98943

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

Consumption Last Read (Meter Status Read Method Consumption Day

98	91692	OK	Fixed Network	9/16/2025	
35	91594	OK	Fixed Network	9/15/2025	
37	91559	OK	Fixed Network	9/14/2025	
25	91522	OK	Fixed Network	9/13/2025	
23	91497	OK	Fixed Network	9/12/2025	
27	91474	OK	Fixed Network	9/11/2025	
19	91447	OK	Fixed Network	9/10/2025	
290	91428	Leak Alarm	Fixed Network	9/9/2025	Leak Fixed
555	91138	Leak Alarm	Fixed Network	9/8/2025	
513	90583	Leak Alarm	Fixed Network	9/7/2025	
501	90070	Leak Alarm	Fixed Network	9/6/2025	
539	89569	Leak Alarm	Fixed Network	9/5/2025	
490	89030	Leak Alarm	Fixed Network	9/4/2025	
1503	88540	Leak Alarm	Fixed Network	9/3/2025	
451	87037	Leak Alarm	Fixed Network	8/31/2025	
712	86586	Leak Alarm	Fixed Network	8/30/2025	
203	85874	Leak Alarm	Fixed Network	8/29/2025	
438	85671	Leak Alarm	Fixed Network	8/28/2025	
499	85233	Leak Alarm	Fixed Network	8/27/2025	
448	84734	Leak Alarm	Fixed Network	8/26/2025	
492	84286	Leak Alarm	Fixed Network	8/25/2025	
414	83794	Leak Alarm	Fixed Network	8/24/2025	
421	83380	Leak Alarm	Fixed Network	8/23/2025	
401	82959	Leak Alarm	Fixed Network	8/22/2025	
509	82558	Leak Alarm	Fixed Network	8/21/2025	
377	82049	Leak Alarm	Fixed Network	8/20/2025	
453	81672	Leak Alarm	Fixed Network	8/19/2025	
371	81219	Leak Alarm	Fixed Network	8/18/2025	
374	80848	Leak Alarm	Fixed Network	8/17/2025	
328	80474	Leak Alarm	Fixed Network	8/16/2025	
356	80146	Leak Alarm	Fixed Network	8/15/2025	
412	79790	Leak Alarm	Fixed Network	8/14/2025	
302	79378	Leak Alarm	Fixed Network	8/13/2025	
373	79076	Leak Alarm	Fixed Network	8/12/2025	
276	78703	Leak Alarm	Fixed Network	8/11/2025	
294	78427	Leak Alarm	Fixed Network	8/10/2025	
168	78133	Leak Alarm	Fixed Network	8/9/2025	
222	77965	Leak Alarm	Fixed Network	8/8/2025	
94	77743	Leak Alarm	Fixed Network	8/7/2025	
85	77649	Leak Alarm	Fixed Network	8/6/2025	
188	77564	Leak Alarm	Fixed Network	8/5/2025	
163	77376	Leak Alarm	Fixed Network	8/4/2025	Leak Started
5	77213	OK	Fixed Network	8/2/2025	

40	77208 OK	Fixed Netw	8/1/2025
41	77168 OK	Fixed Netw	7/31/2025
82	77127 OK	Fixed Netw	7/30/2025
50	77045 OK	Fixed Netw	7/29/2025
73	76995 OK	Fixed Netw	7/28/2025
42	76922 OK	Fixed Netw	7/27/2025
66	76880 OK	Fixed Netw	7/26/2025
44	76814 OK	Fixed Netw	7/25/2025
25	76770 OK	Fixed Netw	7/24/2025
101	76745 OK	Fixed Netw	7/23/2025
37	76644 OK	Fixed Netw	7/22/2025
123	76607 OK	Fixed Netw	7/21/2025
28	76484 OK	Fixed Netw	7/20/2025
73	76456 OK	Fixed Netw	7/19/2025
26	76383 OK	Fixed Netw	7/18/2025
125	76357 OK	Fixed Netw	7/17/2025
37	76232 OK	Fixed Netw	7/16/2025
60	76195 OK	Fixed Netw	7/15/2025
88	76135 OK	Fixed Netw	7/14/2025
30	76047 OK	Fixed Netw	7/13/2025
56	76017 OK	Fixed Netw	7/12/2025
67	75961 OK	Fixed Netw	7/11/2025
17	75894 OK	Fixed Netw	7/10/2025
153	75877 OK	Fixed Netw	7/9/2025
87	75724 OK	Fixed Netw	7/8/2025
86	75637 OK	Fixed Netw	7/7/2025
87	75551 OK	Fixed Netw	7/6/2025
81	75464 OK	Fixed Netw	7/5/2025
82	75383 OK	Fixed Netw	7/4/2025
86	75301 OK	Fixed Netw	7/3/2025
79	75215 OK	Fixed Netw	7/2/2025
79	75136 OK	Fixed Netw	7/1/2025

Meter ID 0006712173

Meter ID0006712173

Serial Number19993355

Service TypeWater

Account Number1948 0

Location Number-1948 0

Meter Size

Customer NameZ900 LARSEN & JUSTIN

Location Address906 E FOURTH ST

Mailing Address

Last Read (Cubic feet)91625

Last Read Time09/16/2025 10:57 AM

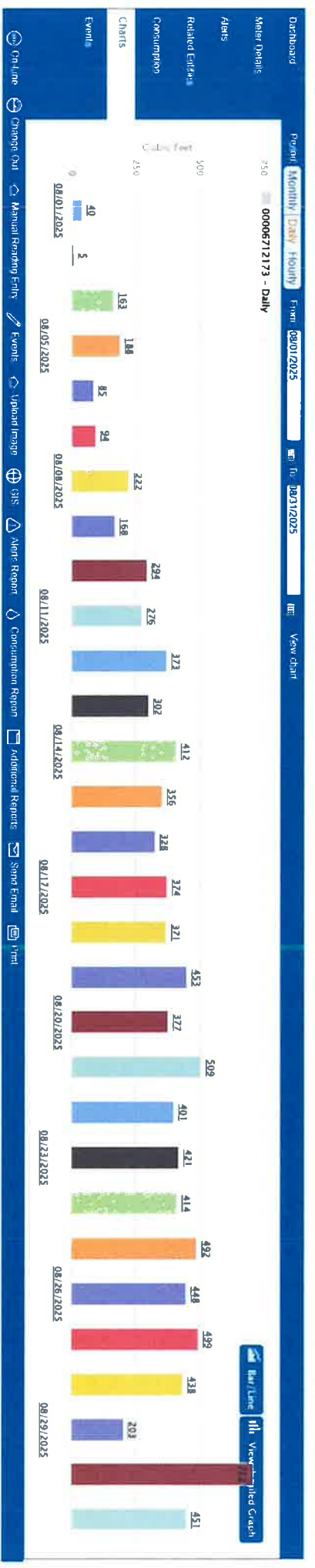
StatusOK

Email

Mobile Phone

Location Notes

Back New Search Previous Meter



Correct

**SERVICE AGREEMENT
BETWEEN
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (SE 10018 Amd. 2)
AND
THE CITY OF CLE ELUM**

This Agreement (Agreement) is between the Washington State Department of Transportation (WSDOT) and the City of Cle Elum (City), also referenced as “Party” and the “Parties”.

RECITALS

1. The parties entered into UT 0492 to allow WSDOT construct a temporary sanitary sewer force main in 2003 to carry pre-treated wastewater from the Indian John Rest Area to the City’s Wastewater Treatment Plant.
2. UT 0492 also contemplated the construction of a permanent force main to be constructed by the City in 2005 to replace the temporary connection.
3. All financial obligations related to the temporary and permanent force main connections have been met.
4. The Parties entered into SE10018 on August 14, 2003, and Amendment dated August 29, 2014 to allow WSDOT to dispose of pretreated wastewater from the Indian John Rest Area at the City’s Wastewater Treatment Plant.

Now therefore, pursuant to Chapter 39.34 the above recitals that are incorporated herein as if fully set forth below, and in consideration of the terms, conditions, covenants, and performances contained herein, it is mutually agreed as follows:

1. PURPOSE

- 1.1 The purpose of this Agreement is to amend the Service Agreement to revise the cost for disposal of the pretreated wastewater and establish a schedule for evaluating future rate increases.

2. PERIOD OF PERFORMANCE

- 2.1 This Agreement shall commence upon execution and shall remain in effect unless and until terminated by one or both parties as set forth herein.

3. WSDOT AGREES

- 3.1 ~~WSDOT agrees to pay the monthly base rate of \$62.06 and \$4.20 per thousand gallons of effluent plus the City’s current tax rate (6%). to be classified as an Industrial sewer customer (Ordinance No. 1677) and pay. 2025 rates: monthly base rate of \$60.26 per 1000 CF and \$1.18/100 CF of effluent, plus \$0.62/lb BOD5 and \$0.62/lb TSS. 2026 rates: monthly base rate of \$62.06 per 1000 CF and \$1.22/100 CF of effluent, plus \$1.24/lb BOD5 and \$1.24/lb TSS The cost is based on the effluent is based on wastewater having the following maximum concentrations: Monthly testing will be preformed to determine BOD5 and TSS.~~

Biochemical Demand (BOD5) = 30 mg/l
 Total Suspended Solids (YSS) = 50 mg/l
 Total Kjeldahl Nitrogen (TKN) = 10 mg/l

- 3.1 WSDOT agrees to be billed under User Classification Commercial – Category A (Low Strength) at the rates approved under City of Cle Elum Ordinance No. 1677, and as shown in the table below for 2025. -Monthly testing will be performed to confirm BOD5 and TSS fall below the limit identified in the Commercial - Category A (Low Strength) Category.

2025 CLE ELUM SEWER RATES		
User Classification (Category)	Monthly Base Rate per 1,000 CF	Usage Charge Rate per 100 CF water used
Residential	\$60.26	Included up to 1,000 CF, \$1.18 after
Commercial - Category A (Low Strength)	\$60.26	\$1.18
Commercial - Category B (Medium Strength)	\$60.26	\$3.55
Commercial - Category C (High Strength)	\$60.26	\$5.92
Schools w/ Food Prep (Med-High Strength)	\$60.26	\$4.74
Industrial (Strength assessed individually)	\$60.26	\$1.18/100 CF water used, \$0.62/lb BOD ₅ and \$0.62/lb TSS
Notes: Monthly Base Rate minimum is \$60.26 no matter usage. Usage beyond 1,000 CF is assessed additional monthly base rate at \$60.26 per 1,000 CF. Usage Charge Rate is in addition to Monthly Base Rate. Reserve fee is included in Base Rate.		

- 3.2 WSDOT agrees to pay the city prevailing collection and testing fees of WSDOT's wastewater monthly as required. Additional samples will be taken upon mutual agreement of the City and WSDOT to verify substantial change in concentration of wastewater. Additional sample collection and testing fees will be paid by WSDOT.
- 3.23.3 Should the actual BOD5 and TSS concentrations change and exceed the guidelines listed in City of Cle Elum Ordinance No. 1677 for a Commercial A Category User (currently 200 mg/L BOD and 200 mg/L TSS), WSDOT's user classification will change accordingly the unit charge per thousand gallons will change based on equivalent ERU's using the weighted approach. A copy of all lab results will be provided to WSDOT.
- 3.33.4 WSDOT is responsible for operating and maintaining all pipe, valves, meters, pumps and infrastructure within WSDOT right of way.
- 3.43.5 WSDOT will provide a sewer meter with Supervisory Control and Data Acquisition capability for City of Cle Elum to remotely monitor sewer meter. WSDOT will not be responsible foref any cellular or data plans needed for this remote reading technology, and WSDOT will not be responsible for any upgrades or changes to the sewer meter.
- 3.53.6 WSDOT will notify the City of Cle Elum by email when the effluent pumps are powered on and off for the season.
- 3.7 WSDOT will not allow other parties to connect to the rest area lagoons at any point along the force main.

3.8 WSDOT agrees to comply with the general use and discharge requirements of the Discharge Agreement General Conditions, the City of Cle Elum.

3.63.9 WSDOT agrees to escort the City during sample collection to ensure compliance with the State of Washington's Labor & Industry (L&I) safety protocols.

4. THE CITY AGREES

4.1 The City is responsible for reading the sewer meter and invoicing WSDOT monthly.

4.2 The City will provide backup documentation supporting the calculation of the monthly bill including any invoices for reimbursement of testing fees.

4.3 The City is responsible for operation and maintenance of pipe, valves, sewer manholes and infrastructure within City property.

4.4 The City agrees to notify WSDOT a minimum of 48 hours prior to collecting a wastewater sample.

4.5 The City agrees to collect wastewater samples at the point of compliance in Lagoon "D", as shown in Exhibit A, or other locations as approved by the Parties, and have the wastewater sample analyzed for BOD5 and TSS by an accredited laboratory.

4.24.6 The City agrees to provide written notification to WSDOT, email being acceptable, 7 days prior to any public meeting of City Council where sewer rates are discussed or voted on.

5. INCREASE IN COST

5.1 ~~Due to WSDOT's biannual budget, the rate that the City charges WSDOT will be fixed for the biennium. To increase the rate, the City will notify WSDOT twelve (12) months prior to the end of WSDOT's biennium (June 30th of odd years) in order for WSDOT to budget for the revised rate in the following biennium.~~ WSDOT's rates will follow City of Cle Elum's Commercial ~~Industrial~~ sewer rate user classification. In the event of future sewer rate increases WSDOT's rate will increase accordingly.

6. RIGHT OF ENTRY

6.1 Each Party hereby grants to the other parties a right of entry upon the real property for which the Party holds fee title as may be necessary to perform the Work required under this Agreement.

6.2 The granting of the right of entry pursuant to this agreement does not relieve the Party exercising the right of entry from obtaining all permits required to perform the Work required under this Agreement.

7. ADMINISTRATION AND NOTICES

- 7.1 The Point of Contact (POC) identified for each Party shall be responsible for administering this Agreement.

POC for the City: Mathew Bailey, or his successor, Public Works Director, 119 West First Street, Cle Elum, WA 98922, mbailey@cleelum.gov, (509) 674-2262 Phone, (509) 674-5126 Shop

POC for WSDOT: Jason Pratt, or his successor, Area 1 Maintenance Superintendent, 151 South Bullfrog Road, Cle Elum, WA 98922, jason.pratt@wsdot.wa.gov, 509-577-1907 ex. 6 office, 206-730-8036 cell

- 7.2 Any notice, demand, or other communication required or permitted to be given under this Agreement or applicable law shall be effective only if it is in writing, email being acceptable, addressed to the applicable Party's designated POC as set forth herein.
- 7.3 The name and contact information of a POC may be updated by a Party in writing to the other Party. A change in the name and/or contact information of a POC shall not be considered an amendment to this Agreement.

8. AMENDMENTS

- 8.1 This Agreement may be amended only by the mutual written agreement of the Parties executed by personnel authorized to bind each of the parties.

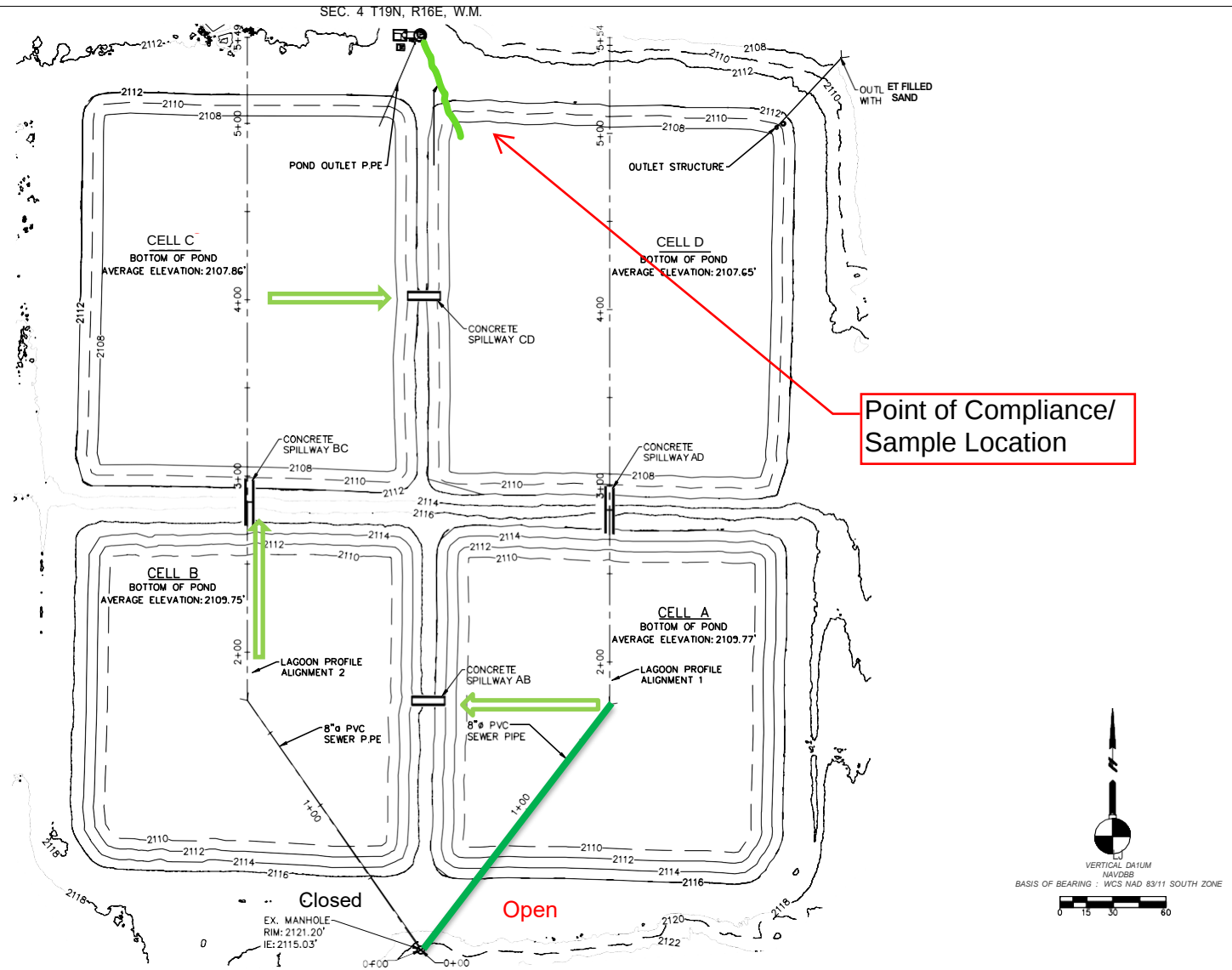
9. COUNTERPARTS AND ELECTRONIC SIGNATURE

- 9.1 This Agreement may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate shall be deemed an original copy of this Agreement signed by each party, for all purposes. Electronic signatures or signatures transmitted via e-mail in a "PDF" may be used in place of original signatures on this Agreement. Each party intends to be bound by its electronic or "PDF" signature on this Agreement and is aware that the other parties are relying on its electronic or "PDF" signature.

In witness whereof, the Parties hereto have executed this Agreement.

City of Cle Elum	Washington State Department of Transportation
By:	By:
Printed:	Printed:
Title:	Title:
Date:	Date:

Exhibit A



IJH Preferred Valve Orientation and Lagoon Flow



