

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
January 7, 2026
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
JON CORNELIUS

CITY ATTORNEY
CURTIS CHAMBERS

Join Virtually via 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

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Receive city text alerts: 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. **Appoint New Chair for 2026**
 - a. Set Meeting Time and Day
3. **Unfinished Business**
 - a. UKC Baseball Further Discussion — (UPDATE)
 - b. Stormwater Rate Study — Updated
 - c. Definitions of Illicit Discharges — Stormwater Project
4. **New Business**
 - a. Cle Elum Public Works & Community Development Committee — Meeting Minutes — December 3, 2025
5. **Other Committee Comments**
6. **Adjournment**

Upcoming Meetings:

Regular Council Meeting — January 13, 2026, at 6:00 p.m.

Lodging Tax & Events Committee Meeting — January 14, 2026, at 8:30 a.m.

Planning Commission Meeting — January 20, 2026, at 6:00 p.m.

Historic Preservation Commission Meeting — January 20, 2026, at 3:00 p.m.

Public Safety & Health Committee Meeting — January 21, 2026, at 1:00 p.m.

Public Works & Community Development Committee Agenda January 7, 2026

119 W FIRST STREET
CLE ELUM, WA 98922

Civil Service Commission Meeting — January 21, 2026, at 5:15 p.m.

General Government Committee Meeting — January 28, 2026, at 8:30 a.m.

Coal Mines Trail Commission Meeting — February 2, 2026, at 4:00 p.m.

Next Public Works & Community Development Committee Meeting — February 4, 2026, at 8:30 a.m.

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PARK USE AGREEMENT BETWEEN

**CLE ELUM and UPPER KITTITAS COUNTY YOUTH BASEBALL AND SOFTBALL
ASSOCIATION**

for

MEMORIAL PARK

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

RECITALS

- A. The City, a municipal corporation organized under the laws of the State of Washington, is the owner of the Park, located at 310 Grant Street, 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 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 a Park Use Agreement (the “Original Agreement”) whereby Cle Elum granted UKCYBSA 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.
- 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.
- E. The Parties now desire to enter into a new Agreement according to the terms below.

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AGREEMENT

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

1. USE AGREEMENT

- 1.1. **Grant.** Pursuant to RCW 35.21.278, the City hereby authorizes UKCYBSA to operate and maintain the Park as a Baseball Facility for the benefit of and use by the public, subject to the terms and conditions set forth in this Agreement.
- 1.2. **Effective Date and Duration.** This Agreement shall be effective 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 use of the Baseball Facility for youth baseball and softball programs and other scheduled athletic activities. 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~~ **UKCYBSA programs, scheduled athletic activities, or scheduled non-athletic activities**, but shall not charge a fee for ~~incidental-unscheduled~~ 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 the City's published policies relating to health and safety. Nothing contained in this Agreement shall be considered to diminish the governmental or police powers of the City.
 - 1.4.1. Operating Hours. Park and Baseball Facility hours 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

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ordinary wear and tear; also provided that such use by the public shall not interfere with a UKCYBSA programs and scheduled athletic activities of the Baseball Facility; and provided further that any such use complies with all applicable laws, ordinances, and regulations.

1.7. **Tax Covenants.** At all times during the term 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 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

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to be identified in the Maintenance Plan contemplated in **Section 3.3**, as may be revised from time to time.

2.2. Scheduling Considerations. In scheduling the use of the 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 made less than 30 days in advance. Any Baseball Facility hours not scheduled shall be available for unscheduled use as provided in **Section 2.2.1**.

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- 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 Baseball Facility itself. The City **Public Works Department** will also make the **Baseball Facility schedule** available on its website and allow scheduling requests to be made by phone or in person at the **City of Cle Elum’s Public Works Department**. **When the City Public Works Department receives a scheduling request for the Baseball Facility, it shall notify UKCYBSA within three business days of the request to coordinate use of the Baseball Facility.** At such intervals as the Parties may agree upon, UKCYBSA shall 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 City of Cle Elum event application and **Baseball Facility Use Form**.
- 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 1.7** 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 with respect to the Baseball Facility, provided the revenue generated from such is applied to the cost of improving and maintaining the Baseball Facility or to support the UKCYBSA’s beneficial or charitable mission as a not-for-profit Washington corporation.**

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- 2.8. **Incidental Uses**. Subject to and consistent with ***Section 1.7*** 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 under ***Section 2.2*** above, and not during times that are reserved or scheduled by others.
- 2.9. **City Authority to Resolve Issues**. As the owner of the Park, the City is accountable to its 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 in its attempt to resolve potential issues that may arise between UKCYBSA and the City, nor shall anything in this ***Section 2.9*** operate to limit the dispute resolution provisions of ***Section 6***.

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 building repairs, including the restroom facility.
- 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 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;
 - Perform housekeeping functions in accordance with applicable State and local public health standards; and

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- Keep the Baseball Facility reasonably safe for public use as described in *Section 2.6*; ~~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; ~~and~~;
- 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

Commented [JC2]: Note for City: UKCYBSA agrees to perform housekeeping functions for the restrooms and buildings, but because these are permanent structures and owned by the City as improvements, UKCYBSA is not responsible for the reasonable repair/maintenance for the buildings themselves. This is consistent with other sections of the Agreement.

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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.
- 4.2. **Project Plans.** UKCYBSA agrees to present a “Project Plan” to the City Public Works Department before making any material alterations to the 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 Public Works Department, which approval shall not be unreasonably withheld. **The City Public Works Department must notify UKCYBSA of its decision regarding a Project Plan as soon as possible, but no later than 30 calendar days after receipt of the Project Plan.** 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.
- 4.3. **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.

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- 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.** In connection with the design, construction, or improvement of the Baseball Facility, UKCYBSA will use only contractors and professional service providers that are licensed and authorized to do business in Washington State, consistent with Chapter 39.06 RCW.
- 4.6. **Contractor Indemnification and Hold Harmless.** UKCYBSA will require any construction contractors and subcontractors hired in connection with the design, construction, or improvement of the Baseball Facility 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 provided to the City upon request. **The City**

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understands, acknowledges, and agrees that UKCYBSA may use volunteers for services related to the Baseball Facility and that these volunteers are exempt from this Section.

- 4.8. **Professional Liability Errors and Omissions.** If UKCYBSA directly or indirectly engages ~~for~~ professional services in connection with the design, construction, or improvement of the Baseball Facility, then UKCYBSA shall require the professional service providers it engages for these purposes to carry insurance meeting all requirements set forth in **Section 5** of this Agreement. In addition, UKCYBSA shall require the professional service providers it engages for these purposes to carry Professional Liability Errors and Omissions insurance in an amount not less than \$1,000,000 per claim/aggregate. UKCYBSA shall require the professional service providers it engages for these purposes to provide the City with copies of all insurance certificates or policies upon request. **The City understands, acknowledges, and agrees that UKCYBSA may use volunteers for services related to the Baseball Facility and that these volunteers are exempt from this Section.**
- 4.9. **Payment and Performance Bonds.** UKCYBSA shall require any construction contractor(s) it hires in connection with the design, construction, or improvement of the Baseball Facility to provide payment and performance bonds each for one hundred percent of the contract price, consistent with Chapter 39.08 RCW.
- 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 to the extent required by law. The City understands, acknowledges, and agrees that UKCYBSA may use volunteers for activities related to the Baseball Facility to whom no wage or salary compensation is paid pursuant to RCW 35.21.278.

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, 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.

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- 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.
- 5.1.5. 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 and the physical, permanent structures present at the Park and the Baseball Facility.**
- 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. The City and its insurance carriers will release and waive all rights of subrogation against UKCYBSA to the extent a loss is covered by property insurance in force. The City hereby releases from liability and waives all rights of recovery against UKCYBSA 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.
- 5.4. **Indemnification and Hold Harmless.**
- 5.4.1. The CityUKCYBSA expressly agrees to protect, defend, indemnify and hold harmless UKCYBSAthe 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. UKCYBSA and the City shall indemnify and hold harmless the other Party, its officers, agents, employees, and board members from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever,

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by reason of or arising out of any action or omissions by the Other Party, its officers, agents, and employees, in performing its obligations under this Agreement.

5.4.2. In the event that any suit based upon such a claim, action, loss, or damages, resulting from the negligence of UKCYBSA, is brought against the City, UKCYBSA shall defend the same at its sole cost and expense; provided, that the City retains the right to participate in said suit if any principle of governmental or public law is involved; and a final judgment is rendered against the City, its officers, agents, and employees or jointly against the City and UKCYBSA and their respective officers, agents, employees, and board members, UKCYBSA shall satisfy the same, except to the extent due to the City's negligence.

~~5.4.1.~~5.4.3. In the event that any suit is based upon such a claim, action, loss, or damages, resulting from the negligence of the City, is brought against UKCYBSA, the City shall defend the same at its sole cost and expense; provided that UKCYBSA retains the right to participate in said suit; and a final judgment is rendered against UKCYBSA, its officers, agents, employees, and board members or jointly against the City, its officers, agents, and employees, the City shall satisfy the same, except to the extent due to UKCYBSA's negligence.

5.4.4. 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. The City also 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 and the City 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 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

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- 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 Baseball Facility 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:
- 6.2.1. The City 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 Party, 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.** Either Party may terminate this Agreement for any reason whatsoever upon twelve (12) months' notice in writing to the other Party. In the event of termination pursuant to this ***Section 6.4*** or because of UKCYBSA's default pursuant to ***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) days from the date the aggrieved Party first notified the other 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 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

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Section 6.5 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: m Bailey@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 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 hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the Party preparing the same will apply in connection with the construction or interpretation of any of the provisions of this Agreement or its Attachments.
- 6.10. **Governing Law**. The laws of the State of Washington shall govern the interpretation and enforcement of this Agreement.

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- 6.11. **Attorney Fees.** In the event of litigation between the Parties to enforce their rights under this Agreement, 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 to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that 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.

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Dated as of this ____ day of _____, 2025

CITY OF CLE ELUM:

(Signature)

(Printed Name)

(Title)

UPPER KITTITAS COUNTY YOUTH BASEBALL AND SOFTBALL ASSOCIATION:

(Signature)

(Printed Name)

(Title)

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Exhibit A – Legal Description

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

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Exhibit B – Depiction of Park



Memorial Park – Baseball & Softball Facility Use Form

Event Organizer Contact Information (Name, Phone, E-Mail):

Date & Time of Event:

Description of Event:

Estimated Event Attendance:

Will your Event Include (select as many as apply):

☐ Filming	☐ Electricity
☐ Extra Waste Receptacles	☐ Product Vendors
☐ Food Vendors	☐ Inflatable Toys
☐ Amplified Sound	☐ Tents or canopies If yes indicate size:
☐ Grill(s)	Other (describe):

Memorial Park – Baseball & Softball Facility Use Conditions

- Users acknowledge that the Baseball & Softball Facility is operated by the Upper Kititas County Youth Baseball & Softball Association.
- Users are responsible for setting up and breakdown/cleaning of the area.
- Users agree not to create, cause, or contribute to the damage of aseball and softball field grass, equipment, fences, and irrigation systems. Any damage is the sole responsibility of the Event Organizer.
- Users agree not to construct stages on the baseball and softball field grass.
- Users agree that if tents or canopies are used, that the set up does not involve any activity that will cause damage to the baseball and softball field grass, equipment, and irrigation systems. Any damage is the sole responsibility of the Event Organizer.

Printed Name

Signature & Date

Approach	Description	What a SFR pays monthly if utility budget is \$600,000	SFR	Multiple Family Residential District	Commercial	Industrial	Public Assembly	Governmental Services	Undeveloped/ Agricultural
1a	Same Amount for Every Parcel	\$30.25	57%	1.8%	14.3%	0.9%	1.0%	6.3%	18.5%
1b	Same Amount for Every Parcel, but no payment for Undeveloped/Governmental Services	\$40.19	76%	2.3%	19.1%	1.2%	1.3%	0.0%	0.0%
1c	Same Amount for Every Parcel, but 50% for Undeveloped	\$33.32	63%	1.9%	15.8%	1.0%	1.1%	6.9%	10.2%
2a	Based entirely on Parcel Area	\$5.14	10%	0.3%	4.6%	3.0%	0.2%	18.1%	64.2%
2b	Based entirely on Parcel Area, but no payment for Undeveloped/Governmental Services	\$28.97	55%	1.5%	26.1%	16.7%	0.9%	0.0%	0.0%
2c	Based entirely on Parcel Area, 50% for undeveloped	\$7.56	14%	0.4%	6.8%	4.4%	0.2%	26.6%	0.0%
3a	Based entirely on ERUs (Area Based)	\$2.41	9%	0.3%	4.8%	3.0%	0.2%	18.2%	64.6%
3b	Based entirely on ERUs, but no payment for Undeveloped/Governmental Services	\$14.03	52%	1.7%	28.1%	17.3%	1.0%	0.0%	0.0%
3c	Based entirely on ERUs, 50% for undeveloped/forest	\$3.56	13%	0.4%	7.1%	4.4%	0.3%	26.9%	47.8%
4a	Based on assumed impervious area	\$14.02	27%	0.9%	18.9%	12.1%	0.4%	41.1%	0.0%
4b	Based entirely on assumed impervious area, Pay as 10% for Undeveloped	\$10.85	21%	0.7%	14.7%	9.4%	0.3%	31.8%	22.6%
5a	Based entirely on ERUs (Impervious Area Based)	\$2.41	9%	0.3%	4.8%	3.0%	0.2%	18.2%	64.6%
5b	Based entirely on ERUs, exempt for Undeveloped/Governmental Services	\$14.03	52%	1.7%	28.1%	17.3%	1.0%	0.0%	0.0%
5c	Based entirely on ERUs, 50% for undeveloped	\$3.56	13%	0.4%	7.1%	4.4%	0.3%	26.9%	47.8%
6a	Based entirely on ERUs (Impervious Area Based), 10% for undeveloped/Agricultural	\$9.17	23%	1.6%	25.1%	15.4%	0.9%	24.9%	8.7%
6b	Based entirely on ERUs, exempt for Undeveloped/Governmental Services	\$10.00	32%	2.2%	34.0%	20.9%	1.2%	10.1%	0.0%

Approach 1a - Same Amount for Every Parcel

Target Rate Income	\$	600,000
Annual Payment per Parcel	\$	363.00
Average SFR Payment	\$	362.98

<u>Category</u>	<u>Number of Parcels</u>	<u>Total Area</u>	<u>\$/Parcel</u>	Annual Payment	% of All Payment
Residential/Condo	947	13,156,820	\$ 363.00	#####	57.3%
Multiple Family Residential District	29	351,070	\$ 363.00	\$ 10,527	1.8%
Commercial	237	6,258,706	\$ 363.00	\$ 86,031	14.3%
Industrial	15	3,997,715	\$ 363.00	\$ 5,445	0.9%
Public Assembly	16	218,268	\$ 363.00	\$ 5,808	1.0%
Governmental Services	104	24,440,221	\$ 363.00	\$ 37,752	6.3%
Undeveloped/Agricultural	305	86,915,232	\$ 363.00	#####	18.5%
Forest	16	15,271,044	\$ -	\$ -	
Total Parcels	1653		Sum	#####	

Approach 1b - Same Amount for Every Parcel, but no payment for Undeveloped/Governmental Services

Annual Payment per Parcel	\$	482.32
Average SFR Payment	\$	482.32

<u>Category</u>	<u>Number of Parcels</u>	<u>Total Area</u>	<u>\$/Parcel</u>	Annual Payment	% of All Payment
Residential/Condo	947	13,156,820	\$ 482.32	#####	76.1%
Multiple Family Residential District	29	351,070	\$ 482.32	\$ 13,987	2.3%
Commercial	237	6,258,706	\$ 482.32	#####	19.1%
Industrial	15	3,997,715	\$ 482.32	\$ 7,235	1.2%
Public Assembly	16	218,268	\$ 482.32	\$ 7,717	1.3%
Governmental Services	104	24,440,221	\$ -		
Undeveloped/Agricultural	305	86,915,232	\$ -		
Forest	16	15,271,044	\$ -		
Total Parcels	1244		Sum	#####	

Approach 1c - Same Amount for Every Parcel, but 50% for Undeveloped

Annual Payment per Parcel	\$	399.87
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<u>Category</u>	<u>Number of Parcels</u>	<u>Total Area</u>	<u>\$/Parcel</u>	Annual Payment	% of All Payment
Residential/Condo	947	13,156,820	\$ 399.87	#####	63.1%
Multiple Family Residential District	29	351,070	\$ 399.87	\$ 11,596	1.9%
Commercial	237	6,258,706	\$ 399.87	\$ 94,769	15.8%
Industrial	15	3,997,715	\$ 399.87	\$ 5,998	1.0%
Public Assembly	16	218,268	\$ 399.87	\$ 6,398	1.1%
Governmental Services	104	24,440,221	\$ 399.87	\$ 41,586	6.9%
Undeveloped/Agricultural	305	86,915,232	\$ 199.94	\$ 60,980	10.2%
Forest	16	15,271,044	\$ -	\$ -	
Total Parcels	1653		Sum	#####	

Approach 2a - Based entirely on Parcel Area

Target Rate Income	\$	600,000
Annual Payment per 1,000 ft2	\$	4.44
Average SFR Payment	\$	61.69

<u>Category</u>	<u>Number of Parcels</u>	<u>Impervious Area</u>	<u>Total Area</u>	<u>\$/Parcel</u>	Annual Payment	% of All Payment
Residential/Condo	947	60%	13,156,820	\$ 4.44	\$ 58,416	9.7%
Multiple Family Residential District	29	80%	351,070	\$ 4.44	\$ 1,559	0.3%
Commercial	237	90%	6,258,706	\$ 4.44	\$ 27,789	4.6%
Industrial	15	90%	3,997,715	\$ 4.44	\$ 17,750	3.0%
Public Assembly	16	50%	218,268	\$ 4.44	\$ 969	0.2%
Governmental Services	104	50%	24,440,221	\$ 4.44	\$ 108,515	18.1%
Undeveloped/Agricultural	305	0%	86,915,232	\$ 4.44	\$ 385,904	64.2%
Forest	16	0%	15,271,044	\$ -	\$ -	
Sum					\$ 600,901	

Annual Payment per 1,000 ft2	\$	25.02
Average SFR Payment	\$	347.61

Approach 2b - Based entirely on Parcel Area, but no payment for Undeveloped/Governmental Services

<u>Category</u>	<u>Number of Parcels</u>	<u>Impervious Area</u>	<u>Total Area</u>	<u>\$/Parcel</u>	Annual Payment	% of All Payment
Residential/Condo	947	60%	13,156,820	\$ 25.02	\$ 329,184	54.9%
Multiple Family Residential District	29	80%	351,070	\$ 25.02	\$ 8,784	1.5%
Commercial	237	90%	6,258,706	\$ 25.02	\$ 156,593	26.1%
Industrial	15	90%	3,997,715	\$ 25.02	\$ 100,023	16.7%
Public Assembly	16	50%	218,268	\$ 25.02	\$ 5,461	0.9%
Governmental Services	104	50%	24,440,221	\$ -		
Undeveloped/Agricultural	305	50%	86,915,232	\$ -		
Forest	16	0%	15,271,044	\$ -		
Sum					\$ 600,044	

Annual Payment per 1,000 ft2	\$	6.53
Average SFR Payment	\$	90.72

Approach 2c - Based entirely on Parcel Area, but 50% for Undeveloped

<u>Category</u>	<u>Number of Parcels</u>	<u>Impervious Area</u>	<u>Total Area</u>	<u>\$/Parcel</u>	Annual Payment	% of All Payment
Residential/Condo	947	60%	13,156,820	\$ 6.53	\$ 85,914	14.3%
Multiple Family Residential District	29	80%	351,070	\$ 6.53	\$ 2,292	0.4%
Commercial	237	90%	6,258,706	\$ 6.53	\$ 40,869	6.8%
Industrial	15	90%	3,997,715	\$ 6.53	\$ 26,105	4.4%
Public Assembly	16	50%	218,268	\$ 6.53	\$ 1,425	0.2%
Governmental Services	104	50%	24,440,221	\$ 6.53	\$ 159,595	26.6%
Undeveloped/Agricultural	305	50%	86,915,232	\$ 3.27	\$ 283,778	47.3%
Forest	16	0%	15,271,044	\$ -		
Sum					\$ 599,979	

Approach 3a - Based entirely on ERUs (Area Based)

Target Rate Income \$ 600,000
 Annual Payment per ERU \$ 29.00
Average SFR Payment \$ 28.94
Average Size of a SFR Parcel 6,500 ft2

<u>Category</u>	<u>Number of ERUs</u>	<u>\$/ERU</u>	Annual Payment	% of All Payment
Residential/Condo	1850	\$ 29.00	\$ 53,638.40	8.9%
Multiple Family Residential District	59	\$ 29.00	\$ 1,711.00	0.3%
Commercial	1001	\$ 29.00	\$ 29,020.30	4.8%
Industrial	618	\$ 29.00	\$ 17,910.40	3.0%
Public Assembly	36	\$ 29.00	\$ 1,035.30	0.2%
Governmental Services	3770	\$ 29.00	\$ 109,332.90	18.2%
Undeveloped/Agricultural	13403	\$ 29.00	\$ 388,698.60	64.6%
Forest	2349	\$ -	\$ -	
Total ERU's	20736	Sum	\$ 601,347	

Approach 3b - Based entirely on ERUs, but no payment for Undeveloped/Governmental Services

Average SFR Payment \$ 168.42

<u>Category</u>	<u>Number of ERUs</u>	<u>\$/ERU</u>	Annual Payment	% of All Payment
Residential/Condo	1850	\$ 168.42	\$ 311,502.84	51.9%
Multiple Family Residential District	59	\$ 168.42	\$ 9,936.56	1.7%
Commercial	1001	\$ 168.42	\$ 168,534.22	28.1%
Industrial	618	\$ 168.42	\$ 104,013.92	17.3%
Public Assembly	36	\$ 168.42	\$ 6,012.46	1.0%
Governmental Services	3770	\$ -	\$ -	0.0%
Undeveloped/Agricultural	13403	\$ -	\$ -	0.0%
Forest	2349	\$ -	\$ -	
Total ERU's	3563	Sum	\$ 600,000	

Approach 3c - Based entirely on ERUs, but 50% for Undeveloped

Annual Payment per Parcel \$ 42.76

<u>Category</u>	<u>Number of ERUs</u>	<u>\$/ERU</u>	Annual Payment	% of All Payment
Residential/Condo	1850	\$ 42.76	\$ 79,088.90	13.2%
Multiple Family Residential District	59	\$ 42.76	\$ 2,522.84	0.4%
Commercial	1001	\$ 42.76	\$ 42,789.93	7.1%
Industrial	618	\$ 42.76	\$ 26,408.58	4.4%
Public Assembly	36	\$ 42.76	\$ 1,526.53	0.3%
Governmental Services	3770	\$ 42.76	\$ 161,209.48	26.9%
Undeveloped/Agricultural	13403	\$ 21.38	\$ 286,564.69	47.8%
Forest	2349	\$ -	\$ -	
Total ERU's	20736	Sum	\$ 600,111	

Approach 4a - Based on assumed impervious area

Target Rate Income	\$	600,000
Annual Payment per 1,000 ft2 of impervious area	\$	20.18
Average SFR Payment	\$	168.22

<u>Category</u>	<u>Number of Parcels</u>	<u>Impervious Area</u>	<u>Total Area</u>	<u>Total Impervious Area</u>	<u>\$/1000 ft2</u>	Annual Payment	% of All Payment
Residential/Condo	947	60%	13,156,820	7,894,092	\$ 20.18	\$ 159,303	26.5%
Multiple Family Residential District	29	80%	351,070	280,856	\$ 20.18	\$ 5,668	0.9%
Commercial	237	90%	6,258,706	5,632,836	\$ 20.18	\$ 113,671	18.9%
Industrial	15	90%	3,997,715	3,597,944	\$ 20.18	\$ 72,607	12.1%
Public Assembly	16	50%	218,268	109,134	\$ 20.18	\$ 2,202	0.4%
Governmental Services	104	50%	24,440,221	12,220,110	\$ 20.18	\$ 246,602	41.1%
Undeveloped/Agricultural	305	0%	86,915,232	0	\$ 20.18	\$ -	0.0%
Forest	16	0%	15,271,044				
Sum						\$ 600,052	

Annual Payment per 1,000 ft2 of impervious area	\$	15.62
Average SFR Payment	\$	130.21

Approach 4b - Based entirely on assumed impervious area, Pay as 10% for Undeveloped

<u>Category</u>	<u>Number of Parcels</u>	<u>Impervious Area</u>	<u>Total Area</u>	<u>Total Impervious Area</u>	<u>\$/1000 ft2</u>	Annual Payment	% of All Payment
Residential/Condo	947	60%	13,156,820	7,894,092	\$ 15.62	\$ 123,306	20.5%
Multiple Family Residential District	29	80%	351,070	280,856	\$ 15.62	\$ 4,387	0.7%
Commercial	237	90%	6,258,706	5,632,836	\$ 15.62	\$ 87,985	14.7%
Industrial	15	90%	3,997,715	3,597,944	\$ 15.62	\$ 56,200	9.4%
Public Assembly	16	50%	218,268	109,134	\$ 15.62	\$ 1,705	0.3%
Governmental Services	104	50%	24,440,221	12,220,110	\$ 15.62	\$ 190,878	31.8%
Undeveloped/Agricultural	305	10%	86,915,232	8,691,523	\$ 15.62	\$ 135,762	22.6%
Forest	16	0%	15,271,044	0			
Sum						\$ 600,222	

Approach 5a - Based entirely on ERUs (Impervious Area Based)

Target Rate Income	\$	600,000
Annual Payment per ERU	\$	29.00
Average SFR Payment	\$	28.94
Average Size of a SFR Parcel	3,900	ft2

<u>Category</u>	<u>Number of ERUs</u>	<u>\$/ERU</u>	Annual Payment	% of All Payment
Residential/Condo	1850	\$	29.00 \$ 53,638.40	8.9%
Multiple Family Residential District	59	\$	29.00 \$ 1,711.00	0.3%
Commercial	1001	\$	29.00 \$ 29,020.30	4.8%
Industrial	618	\$	29.00 \$ 17,910.40	3.0%
Public Assembly	36	\$	29.00 \$ 1,035.30	0.2%
Governmental Services	3770	\$	29.00 \$ 109,332.90	18.2%
Undeveloped/Agricultural	13403	\$	29.00 \$ 388,698.60	64.6%
Forest	2349	\$	- \$ -	
Total ERU's	20736	Sum	\$ 601,347	

Approach 5b - Based entirely on ERUs, exempt for Undeveloped/Governmental Services

Average SFR Payment	\$	168.42
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<u>Category</u>	<u>Number of ERUs</u>	<u>\$/ERU</u>	Annual Payment	% of All Payment
Residential/Condo	1850	\$	168.42 \$ 311,502.84	51.9%
Multiple Family Residential District	59	\$	168.42 \$ 9,936.56	1.7%
Commercial	1001	\$	168.42 \$ 168,534.22	28.1%
Industrial	618	\$	168.42 \$ 104,013.92	17.3%
Public Assembly	36	\$	168.42 \$ 6,012.46	1.0%
Governmental Services	3770	\$	- \$ -	0.0%
Undeveloped/Agricultural	13403	\$	- \$ -	0.0%
Forest	2349	\$	- \$ -	
Total ERU's	3563	Sum	\$ 600,000	

Approach 5c - Based entirely on ERUs, 50% for undeveloped

Annual Payment per Parcel	\$	42.76
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<u>Category</u>	<u>Number of ERUs</u>	<u>\$/ERU</u>	Annual Payment	% of All Payment
Residential/Condo	1850	\$	42.76 \$ 79,088.90	13.2%
Multiple Family Residential District	59	\$	42.76 \$ 2,522.84	0.4%
Commercial	1001	\$	42.76 \$ 42,789.93	7.1%
Industrial	618	\$	42.76 \$ 26,408.58	4.4%
Public Assembly	36	\$	42.76 \$ 1,526.53	0.3%
Governmental Services	3770	\$	42.76 \$ 161,209.48	26.9%
Undeveloped/Agricultural	13403	\$	21.38 \$ 286,564.69	47.8%
Forest	2349	\$	- \$ -	
Total ERU's	20736	Sum	\$ 600,111	

Approach 6a - Based entirely on ERUs (Impervious Area Based), 10% for undeveloped/Agricultural

Target Rate Income \$ 600,000
 Annual Payment per ERU \$ 110.00
 ERU of a SFR Parcel 3,000 ft²

<u>Category</u>	<u>Number of ERUs</u>	<u>\$/ERU</u>	Annual Payment	% of All Payment
Residential/Condo	1297	\$ 110.00	\$ 142,670.00	23.4%
Multiple Family Residential District	91	\$ 110.00	\$ 10,021.68	1.6%
Commercial	1392	\$ 110.00	\$ 153,152.01	25.1%
Industrial	856	\$ 110.00	\$ 94,204.14	15.4%
Public Assembly	49	\$ 110.00	\$ 5,354.56	0.9%
Governmental Services	1379	\$ 110.00	\$ 151,689.84	24.9%
Undeveloped/Agricultural	4835	\$ 11.00	\$ 53,181.52	8.7%
Forest	5090	\$ -	\$ -	
Total ERU's	9899	Sum	\$ 610,274	

Approach 6b - Based entirely on ERUs, exempt for Undeveloped/Parks

Average SFR Payment \$ 120.00

<u>Category</u>	<u>Number of ERUs</u>	<u>\$/ERU</u>	Annual Payment	% of All Payment
Residential/Condo	1297	\$ 120.00	\$ 155,640.00	31.6%
Multiple Family Residential District	91	\$ 120.00	\$ 10,932.74	2.2%
Commercial	1392	\$ 120.00	\$ 167,074.92	34.0%
Industrial	856	\$ 120.00	\$ 102,768.15	20.9%
Public Assembly	49	\$ 120.00	\$ 5,841.34	1.2%
Governmental Services	1379	\$ 120.00	\$ 49,643.95	10.1%
Undeveloped/Agricultural	4835	\$ -	\$ -	0.0%
Forest	5090	\$ -	\$ -	
Total ERU's	3685	Sum	\$ 491,901	

Illicit Connection: Any connection or discharge to a Municipal Separate Storm Sewer System (MS4) that is not permitted, not composed entirely of stormwater, and is not authorized by an NPDES permit.

Illicit Discharge: Any discharge to a Municipal Separate Storm Sewer System (MS4) that is not entirely composed of stormwater. Sources of illicit discharges include but are not limited to sanitary wastewater, effluent from septic tanks, improper oil disposal, laundry wastewater, car wash wastewater, radiator flushing disposal, spills from roadway accidents, and improper disposal of auto and household toxins. Exceptions include NPDES permitted industrial sources and discharges from fire-fighting activities.

S108E: BMPs for Correcting Illicit Connections to Storm Drains

Illicit connections are unpermitted sanitary or process wastewater discharges to a storm drain or surface water, as opposed to appropriate treatment facilities such as a sanitary sewer or industrial process wastewater. Illicit connections can also include swimming pool water, filter backwash, cleaning solutions/wash waters, cooling waters, etc. The goal of the BMPs is to eliminate the unpermitted discharges or obtain a NPDES Permit, where necessary. The applicable operational BMPs are listed below:

- Eliminate unpermitted wastewater discharges to storm drains, ground water, or surface water.
- Convey unpermitted discharges to a sanitary sewer if allowed by the local sewer authority, or to other approved treatment.
- Obtain appropriate state and local permits for these discharges.

Section 5. Illicit Discharge and Elimination

Permit Requirements S5.B.3

The permit requires the City to develop, implement, and enforce a program to detect and eliminate illicit connections and discharges, including spills, into the MS4.

The Permit's requirements for development of an IDDE program are focused on three primary areas:

MAPPING

The City is required to develop a map of the MS4, identifying the entire stormwater system and all known connections. This map will be part of the City's master GIS mapping program, and will include the following items:

- Stormwater structures, including underground injection control (UIC) wells.
- Mapping zones of the MS4 to indicate problem areas.
- Creating a map outlining all the Structures that need repair.
- Conveyance lines
- Outfalls
- Receiving waters
- Surface conveyances and structural BMPs owned or maintained by the City.

These items may include the following information (depending on type): structure ID, direction of flow, size, type, project information date of installation, incident and inspection reports, registration date and number (UIC wells) and photo/video documentation.

This master stormwater system map is supported by field surveys to locate and map any unknown connections and was completed at the end of 2021. The master map receives updates as our GIS team analyzes the data.

The City shall maintain the currency of this master map and, when requested, will make this map available to other agencies.

REGULATION

The permit requires that the City provide a regulatory mechanism to prohibit non-stormwater discharges. Non-stormwater discharges that are prohibited include the following items, unless specific conditions in the permit are met:

- Discharges from potable water sources
- Discharges from lawn watering and other irrigation runoff.
- Street and sidewalk wash water
- Other non-stormwater discharges (as determined by the permit)

Non-stormwater discharges that are not prohibited include the following items:

- Diverted stream flow or flows from riparian habitats and wetlands.
- Springs or rising ground waters
- Dechlorinated swimming pool discharges provided the flow and temperature is controlled.
- Uncontaminated ground water infiltration

- Uncontaminated pumped ground water
- Irrigation water from agricultural sources that is commingled with urban stormwater.
- Water from crawl space pumps, footing or foundation drains, and air conditioning condensation.

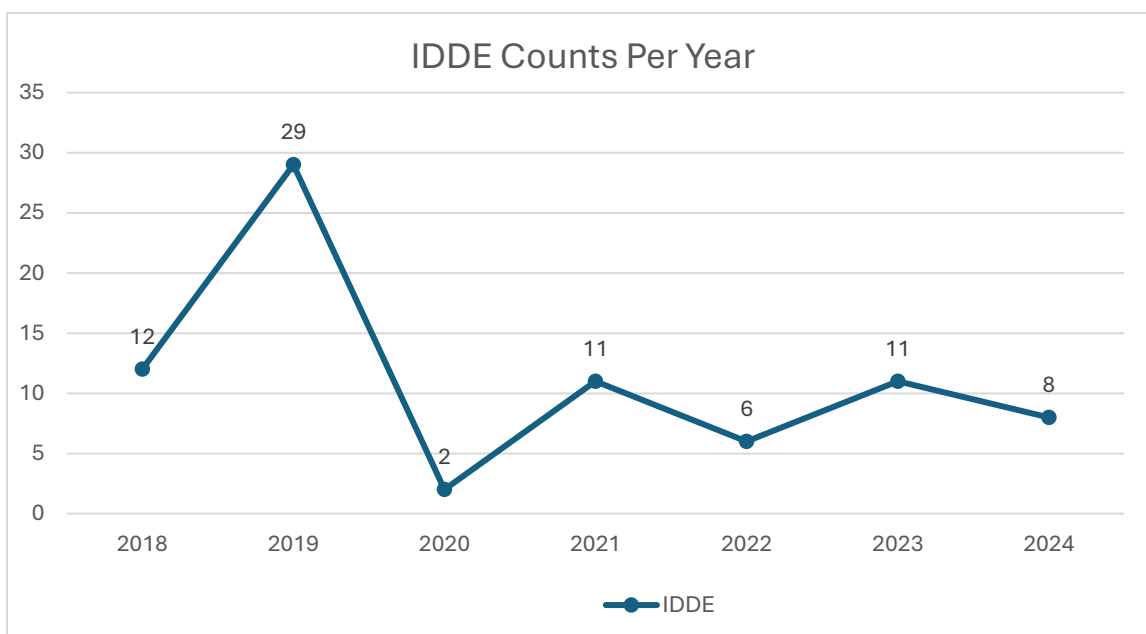
The permit requires the City to establish and implement an enforcement strategy including escalating enforcement procedures and actions.

DETECTION AND ELIMINATION

The City is required to develop and implement an ongoing IDDE program to detect and address non-stormwater discharges to the MS4, including spills, illicit connections, and illegal dumping. This program includes the following key areas:

- Develop procedures for locating priority areas which are likely to have illicit discharges or spills, or that have been sites of prior complaints.
- Implement field assessment activities for the purposes of detecting illicit discharges. Develop discharge investigations, evaluations, and reporting procedures for City employees and the public.
- Develop source tracking and remediation procedures.
- Implement an educational element that provides information to the public about the hazards associated with illegal discharges and improper disposal of waste.
- Establish and publicize a hotline for public reporting of spills and other illicit discharges.
- Provide procedural training to all stormwater inspectors, office staff, and other municipal field staff that may observe an illicit discharge or connection to the MS4 during their duties.

The city must keep a record of all calls received and all follow-up actions. This information must be included in the annual report. The City also has a [reporting tool on our website](#) that allows citizens to report Illicit Discharges.



Current Activities

The City continually maps and updates the MS4 prior to and during construction and throughout the Stormwater Inspection cycle.

The City's current Ordinance 13.02.020 prohibits illicit discharges and connections into the MS4.

The City conducts regular visual inspections of all known stormwater outfalls on an annual basis during the winter months when the lake level is low, and all structures can be readily observed and accessed. Data is collected about the outfall to determine condition and if the outfall needs any corrective action.

The City's Stormwater Division regularly responds to reports of illicit discharge, including tracing and remediation. Until the creation of the Stormwater Division, all such reports and service calls were received and processed by the Street Division. During 2022 new procedures were implemented to assist in the detection and reporting of Illicit Discharges. Procedures include creating protocols for all departments to better report on Illicit Discharges. Inspection forms will be adjusted to include common discharge identifiers such as odor, color, and volume. Field staff will be able to quickly determine if a structure is not behaving normally and document the changes for analysis.

The most recent code update was passed on April 25th, 2023. Modifying Chapter 13.20.020 Illicit Discharges, and 13.02.040 conditionally allowed discharges to align with the current permit requirements.

Planned Activities

The City will continually inspect MS4 assets to track down illicit connections, and inspect all stormwater conveyance structures. The City's camera van was completely refitted, and the City will finish camera inspections of stormwater mains during 2025 and 2026. This information, including the video inspections, will be fed into the City's stormwater database.

The Stormwater Division provides Spill Kits that are located throughout the City, in Manager Vehicles. Training will be provided to managers for acceptable responses until Stormwater staff can arrive to manage the IDDE. Future coordination with City departments will increase the response time of any report Illicit Discharges within the MS4.

**CLE ELUM PUBLIC WORKS & COMMUNITY DEVELOPMENT
COMMITTEE
MINUTES
DECEMBER 3, 2025
8:30 AM
119 W FIRST STREET
CLE ELUM, WA 98922**

1. Call to Order, Pledge of Allegiance

Committee Members Present:

Ken Ratliff
Steven Cook
Jerred Weis via zoom

Staff Present:

Matthew Lundh - Mayor
Rob Omans - City Administrator
Debbie Lee - Clerk
Mathew Bailey - Public Works Director
Mike Heit - HLA

2. Unfinished Business

a. Flag Pole Park Proposal — Gary Berndt — Rotary

Gary Berndt requested a recommendation from the Public Works Committee to rename Flag Pole Park to Rotary Flag Pole Park. His intention is for Rotary to purchase flags for the park and add additional furniture to create a more welcoming space. As a long-term goal, he also hopes to coordinate efforts to clean up trash along West First Street between the park and Safeway. Although Berndt does not yet have full approval from the Rotary Board, he asked whether this level of support would be sufficient for the committee to recommend the renaming. He emphasized Rotary's long-standing history of volunteerism and partnership with the city, as well as the club's pride in maintaining the community's entrance and improving an area that many residents enjoy, especially with the addition of Christmas lights.

The committee agreed to recommend the proposal to the City Council for consideration, and Berndt will prepare a budget to present at a future meeting. The park's electrical system also needs to be updated, and Rotary may be able to assist with that project. In addition, a hawthorn tree on the site will need to be removed.

b. UKC Baseball Further Discussion — (UPDATE)

There is no update at this time; the matter is still with the attorney.

c. Draft Storm Water Plan — Mathew Bailey — Public Works Director

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Mathew Bailey, Public Works Director, presented a draft of the stormwater plan, noting that it is the same version reviewed at the last committee meeting, with some edits sent to HLA. The primary goal is to determine a funding mechanism for the stormwater fund and prepare at least a recommendation for the council.

The committee revisited previous discussions in which Options 4A and 4B were considered the most equitable, with Option 4B accounting for undeveloped land. Under Option 4B, the rate would be \$10.75 per month per Equivalent Residential Unit (ERU), with undeveloped land charged at 10% of the ERU rate—roughly the equivalent of one acre's worth of fees. Because Option 4 is based on square footage, ERUs and square footage generally align, making this method more equitable overall. Charging undeveloped land would apply only to parcels within city limits, and both 4A and 4B exclude forested lands.

Bailey explained that the city has a list of stormwater-related issues that require attention, and establishing this fund is necessary to address them. The challenge is to set a rate that is reasonable for the public while generating enough revenue for project matches and future needs. If sufficient funds are not collected, projects will be delayed. Rate targets were based on raising a specific revenue amount, with the difference between options being who is impacted. The committee discussed rounding the rate to \$10 and applying a 10% charge for undeveloped land. They also discussed whether to add the charge to utility bills or property taxes, with the committee favoring the utility bill. If Option 4B were chosen, undeveloped land could be billed separately for stormwater; alternatively, Option 4A would exclude undeveloped land entirely and result in a rate closer to \$11.

Bailey noted that adding the charge to property taxes would not be possible until 2027 due to certification timelines. The city must begin making payments this year on the stormwater loan associated with the plan—a \$250,000 package consisting of both grant and loan funding—and the stormwater fund currently lacks sufficient revenue to cover these payments. One approach would be to bill the fee through utility bills for one year and then shift it to property taxes the following year so that undeveloped land can be included.

MOTION: Committee Member Ratliff made a motion to recommend that the council adopt a rate of \$10 per ERU with a 10% charge for undeveloped land, collected on the utility bill for the first year and then moved to property taxes thereafter. Under this approach, undeveloped land would not be billed during the first year. This recommendation is based on Option 4B. Questions regarding whether undeveloped but cleared land versus forested land is included will be clarified by Mike Heit at the council meeting; seconded by Committee Member Cook.

MOTION CARRIED: 3 yes 0 no.

d. [Cle Elum Youth Art Project Overview — Shasta Marion — Cle Elum Visitor Center](#)

Shasta Marion from the Cle Elum Visitor Center introduced the Youth Art Project, which focuses on youth engagement and enhancing downtown through public art. The Visitor Center would oversee the project, which includes four statues and fifteen banners, with a total estimated cost of \$43,000 to be fully covered by grants. Fabrication will not begin until full funding is secured, and the project is planned for 2025–2026. The next step is to bring

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the proposal to the City Council for consideration.

The committee expressed support for the project. Members were fully in favor of the banners and discussed setting parameters to help shape the overall concept. The statues prompted additional discussion, particularly regarding potential impacts on snow removal. Mathew Bailey noted that, based on the proposed size and placement of the statues, snow removal should not be an issue, as they would be strategically located near planters and securely mounted.

3. New Business

- a. [Cle Elum Public Works & Community Development Committee — Meeting Minutes — November 5, 2025](#)

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

MOTION CARRIED: 3 yes 0 no.

4. Other Committee Comments

Jerred Weis was thanked for his service as this was his last Public Works Committee meeting.

5. Adjournment

The meeting was adjourned at 9:55 a.m.

Ken Ratliff, Chair

Debbie Lee, Clerk