

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
February 4, 2026
8:30 AM



119 W FIRST STREET
CLE ELUM, WA 98922

MAYOR
MATTHEW LUNDH

DEPUTY MAYOR
CASSIDY BUECHLE - CURTIS

**PUBLIC WORKS &
COMMUNITY
DEVELOPMENT
COMMITTEE**
STEVEN COOK - CHAIR
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

TextMyGov

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. **Unfinished Business**
 - a. Public Works & Community Development Meeting Schedule
 - b. UKC Baseball Further Discussion — (UPDATE)
 - c. Stormwater Rate Study — Update
3. **New Business**
 - a. Cle Elum Public Works & Community Development Committee — Meeting Minutes — January 7, 2026
 - b. Request for Leak Adjustment — Terra Hicks
 - c. Request for Leak Adjustment — Tom Pepito
 - d. Resolution 2026-XXX — 2026 Water Rates — Customers Outside City Limits
4. **Other Committee Comments**
5. **Adjournment**

Upcoming Meetings:

Regular Council Meeting — February 10, 2026, at 6:00 p.m.

Lodging Tax & Events Committee Meeting — February 11, 2026, at 8:30 a.m.

Historic Preservation Commission Meeting — February 17, 2026, at 3:00 p.m.

Planning Commission Meeting — February 17, 2026, at 6:00 p.m.

Public Works & Community Development Committee Agenda February 4, 2026

119 W FIRST STREET
CLE ELUM, WA 98922

Public Safety & Health Committee Meeting — February 18, 2026, at 1:00 p.m.

Civil Service Commission Meeting — February 18, 2026, at 5:15 p.m.

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

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

General Government Committee Meeting — February 25, 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 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 UKCYBSA programs, scheduled athletic activities, or scheduled non-athletic activities, but shall not charge a fee for 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 ordinary wear and tear; and provided further that any such use complies with all applicable laws, ordinances, and regulations.

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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~~incur 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 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:

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- 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**.

- 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).

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- 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 will also make the Baseball Facility schedule available on its website and allow scheduling requests to be made by [email](#), phone or in person at the City. 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**, [shall be reserved using the City’s established procedures including, where applicable, completion of are required to fill out a City of Cle Elum event application that includes provisions for use of the 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 that any advertising of such sponsorships at the Baseball Facility shall be subject to review by the City for compliance with reasonable regulations governing commercial signage on City property, and further](#) 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.
- 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

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

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- ~~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 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

Commented [JC1]: 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 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 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’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.
- 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

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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 understands, acknowledges, and agrees that UKCYBSA may use volunteers for non-professional, non-licensed services related to the Baseball Facility and that these volunteers are exempt from this Section. Under no circumstances shall volunteers perform professional, trade, or licensed work without first obtaining the insurance required by 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

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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 non-professional, non-licensed services related to the Baseball Facility and that these volunteers are exempt from this Section. Under no circumstances shall volunteers perform professional, trade, or licensed work without first obtaining the insurance required by 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.
- 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.

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- 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. UKCYBSA and the City shall indemnify and hold harmless the other Party, its officers, agents, employees, volunteers, and board members from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any action or omissions by the Other Party, its officers, agents, volunteers, 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, volunteers, and employees or jointly against the City and UKCYBSA and their respective officers, agents, employees, volunteers, and board members, UKCYBSA shall satisfy the same, except to the extent due to the City's negligence.

Commented [RS2]: City to confirm maintenance responsibilities under previous agreement before accepting changes.

Commented [RS3]: Sections 5.3-5.4 need review from WCIA before accepting.

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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, volunteers, and board members or jointly against the City, its officers, agents, volunteers, 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
- 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.

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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 ***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:

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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
119 W First Street
Cle Elum, WA 98922

Designated Liaison: [Whitney Prosek](#)
Email: parkreservations@cleelum.gov
Telephone (509) 674-2262

- 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.
- 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.

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- 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 _____, 2025⁵⁶.

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



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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. Nothing in this section prevents UKCYBSA from charging entry or participation fees for UKCYBSA programs, scheduled athletic activities, or scheduled non-athletic activities at the Baseball Facility.
- 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,

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unscheduled use, consistent with and pursuant to **Section 2** of this Agreement; provided that such use by the public shall not include any use that is inconsistent with the use of the Baseball Facility or could result in damage to the Baseball Facility other than ordinary wear and tear; ~~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~~incur 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

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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. 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

- 4 -

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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**.

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 ~~email~~, 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**, ~~shall be reserved using the City’s established procedures including, where applicable, completion of are required to fill out a City of Cle Elum event application that includes provisions for use of the Baseball Facility, 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

Commented [JC1]: Note for City: We are providing a draft of this Use Form for your review.

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with respect to the Baseball Facility, provided that any advertising of such sponsorships at the Baseball Facility is subject to review by the City for compliance with reasonable regulations governing commercial signage on City property, and further 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.

- 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;

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- 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
- 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.

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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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.
- 4.2. **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.

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- 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.
- 4.4. **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

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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 understands, acknowledges, and agrees that UKCYBSA may use volunteers for non-professional or non-licensed services related to the Baseball Facility and that these volunteers are exempt from this Section. Under no circumstances shall volunteers perform professional, trade, or licensed work, without first obtaining the insurance required by 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 non-professional, non-licensed services related to the Baseball Facility and that these volunteers are exempt from this Section. Under no circumstances shall volunteers perform professional, trade, or licensed work, without first obtaining the insurance required by 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.

- 10 -

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- 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.
- 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 City~~UKCYBSA~~ expressly agrees to protect, defend, indemnify and hold harmless ~~UKCYBSA~~the City, its officers, board members, employees, and agents

Commented [JC3]: Note to City: We revised this Section so as it is mutual between the Parties.

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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, volunteers, and board members from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any action or omissions by the Other Party, its officers, agents, volunteers, 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, volunteers, 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, volunteers, and board members or jointly against the City, its officers, agents, volunteers, 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, volunteers, 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, volunteers, 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

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the Code as now or hereafter codified; provided that the City will not terminate the Agreement under this section if UKCYBSA cures any and all such loss or change of status within a reasonable time; or

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

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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 **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: 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.

- 14 -

DRAFT

- 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.
- 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

**CLE ELUM PUBLIC WORKS & COMMUNITY DEVELOPMENT
COMMITTEE
MINUTES
JANUARY 7, 2026
8:30 AM
119 W FIRST STREET
CLE ELUM, WA 98922**

1. Call to Order, Pledge of Allegiance

Committee Members Present:

Jon Cornelius
Steven Cook via zoom
Ken Ratliff

Staff Present:

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

2. Appoint New Chair for 2026

Jon Cornelius nominated Steven Cook for the chair position. Steven Cook accepted the nomination, and all members were in favor of his appointment as chair. Steven Cook stated that he would like to keep the current meeting date and time, as it works best for his schedule, and all members expressed their support for this as well.

a. Set Meeting Time and Day

The meeting day and time will remain unchanged, taking place on the first Wednesday of every month at 8:30 a.m.

3. Unfinished Business

a. UKC Baseball Further Discussion — (UPDATE)

Rob Omans, City Administrator, stated that all changes to the document have been made by both the city legal counsel and Upper Kittitas County Baseball legal counsel. The attorney recommends accepting the changes as presented. Regarding user fees under item 1.3, Steven Cook clarified that UKC Baseball should only charge parking fees for Upper Kittitas County (UKC) sponsored youth baseball activities. UKC would not be permitted to charge parking fees for any other organizations.

The committee also questioned whether this language would imply exclusive use of the parking lot. Concerns were raised about fishing guides or other unscheduled users potentially being charged fees. The committee emphasized the need to educate UKC

Public Works & Community Development Committee Agenda

January 7, 2026

119 W FIRST STREET
CLE ELUM, WA 98922

Baseball that some unscheduled activities should not be subject to charges. Mayor Lundh noted that reserving parking in advance of an event, along with clear signage, could help address these concerns. Use of the park will be implemented through an event application with the city, and permits needed would require completion of a online park reservation form.

The committee discussed volunteer liability. The committee requested confirmation from the city attorney that the language exempting volunteers from liability is acceptable, particularly in Sections 4.7 and 4.8, as well as revisions to Sections 2.3 and 1.3. The committee would like to review a cleaned-up version of the contract before recommending it to the council for consideration.

b. Stormwater Rate Study — Updated

Mike Heit of HLA reviewed the Revised Code of Washington (RCW) and explained that forestry land is exempt from stormwater fees until it is rezoned; therefore, forestry land was eliminated from consideration.

A sixth version of the proposed stormwater rates was added, which relates charges to ERUs, applying a 10 percent rate for undeveloped land up to a certain lot size. Under this approach, a standard residential lot equals one ERU, lots between 15,000 and 25,000 square feet equal two ERUs, and commercial properties are assessed based on square footage, with lower rates for larger parcels.

Discussion included whether city-owned properties such as the Horse Park and Memorial Park should be exempt from stormwater charges. Version 6 of the proposed stormwater rates shows that city-owned properties fall under government services unless the city chooses to exempt them, noting that approximately 90 percent of communities do not charge city-owned properties for stormwater.

Version 6 B of the stormwater rates includes a slight reduction in price, with the overall purpose of increasing funding for general maintenance. Mike Heit stated his preference was version 6 B, noting that city parks are public assets intended for community benefit and that charging the City for use of its own facilities may not be appropriate. The Horse Park was noted to be as different as it is leased out.

Jon Cornelius expressed support for version 6 B.

MOTION: Committee Member Ratliff made a motion to recommend approach 6 B for council consideration; seconded by Committee Member Cornelius.

MOTION CARRIED: 3 yes 0 no.

HLA will move forward with refining the stormwater plan using this approach and will develop the corresponding municipal code language. Public Works will review the code and

Public Works & Community Development Committee Agenda

January 7, 2026

119 W FIRST STREET
CLE ELUM, WA 98922

make a recommendation to the city council. If approved, the charges would be added to the utility bill.

c. Definitions of Illicit Discharges — Stormwater Project

Mike Heit and Kyle Campbell with HLA have been working on developing clear definitions related to illicit discharges. Two distinct concepts are being addressed: illicit discharges and illicit connections.

Illicit Discharge Detection and Elimination (IDDE) relates to the Ecology-issued MS4 permit, which governs stormwater discharges to surface waters. The city is not currently an MS4 permit holder, and therefore is not required to conduct stormwater sampling under the MS4 program.

An illicit discharge is a discharge that the city has the authority to correct immediately, such as releases of oil, sewage, or other pollutants. An illicit connection is a non-permit connection that conveys stormwater or other flows to the stormwater system. For example, garage drains must discharge to the sanitary sewer rather than the stormwater system, as cities do not want contaminated or untreated water entering rivers or streams. Similarly, a roof drain connected to the stormwater system would be considered an illicit connection, although the city could choose to allow this. Including these provisions in the municipal code is the first step toward enforceability.

The goal at this stage is to establish basic definitions, so the code can be drafted accordingly.

Mathew Bailey expressed agreement with the proposed definitions.

Mike Heit indicated that this language provides a rough framework and will be refined in an updated version. The draft stormwater plan containing this language has been sent to Ecology for review. The intent is to incorporate this language into the municipal code. There was general agreement that this approach reflects the city's desired path forward, and the committee will review the language again prior to formal code drafting.

Jon Cornelius stated his appreciation for HLA's approach and indicated agreement with the proposed direction.

MOTION: Committee Member Cook made a motion to recommend HLA to move forward with the storm water code; seconded by Committee Member Ratliff.

MOTION CARRIED: 3 yes 0 no.

4. New Business

a. Cle Elum Public Works & Community Development Committee — Meeting Minutes — December 3, 2025

Public Works & Community Development Committee Agenda January 7, 2026

119 W FIRST STREET
CLE ELUM, WA 98922

MOTION: Committee Member Ratliff made a motion to approve the December 3, 2025, Public Works & Community Development Committee Meeting Minutes; seconded by Committee Member Cook.

MOTION CARRIED: 2 yes 0 no 1 abstain (Committee Member Cornelius)

5. Other Committee Comments

6. Adjournment

The meeting was adjourned at 9:33 a.m.

Ken Ratliff, Chair

Debbie Lee, 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: 01/08/2026

Name: Terra Hicks Account #: 905

Service Address: 322 West 3rd

City: Cle Elum State: WA Zip: 98922

Phone: (425) 628 - 9650

Mailing Address if different than property address: _____

Date leak was discovered: 12/25/2025

Date leak was fixed: 01/03/2026

Description of leak including location and and how it was fixed:

See attached.

Found broken ½" steel pipe in crawl space at main shut off valve. Excavated approximately 8 ft of exterior water line to an existing tee. Found 3 additional leaks in the pipe at the exterior of the house.

Replaced approximately 8 ft of ½" water line with PEX A from exterior existing tee to existing plumbing in the crawl space.

Pressurized system and checked for leaks. With none found backfilled with material from excavation.





Terra Hicks

322 West Third St

Account # 905

Leak started 11/16/2025 in Harmony Software

I noticed leak on Harmony 11/30/25 and called and left message but didn't hear back from owner.

I Notice the leak again on 12/25/2025 and called again and left a message, this time I heard back from Terra's friend Bryce Riddell on 1/7/2025 he's helping her fix the leak. They had the leak fixed 01/03/2026

See Attached photos and written explanation

We are asking for credit on the December billing attached.

Water Consumption \$118.72

Water reserve \$55.40

Water Tax \$ 10.45

Sewer Consumption \$76.65

Sewer Excess \$391.45

Sewer tax \$28.08

Totaling \$680.75

Audrey Casassa

Utility Clerk



City of Cle Elum

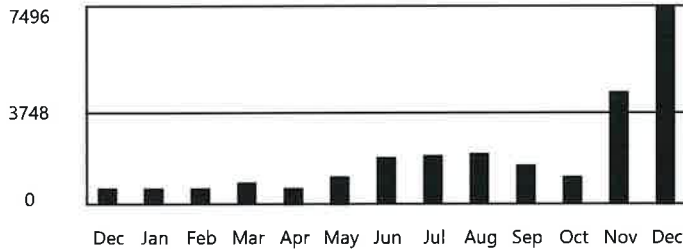
119 W First Street
Cle Elum, WA 98922
509 674-2262

BILLING PERIOD	
December Billing	
DUE DATE	ACCOUNT NUMBER
01/25/2026	905
BILL DATE	AMOUNT DUE:
01/06/2026	1,127.15
ACCOUNT HOLDER	
Terra Hicks	
SERVICE LOCATION	
1617.0 - 322 W THIRD ST	

SERVICE	READING DATE	METER READINGS		FACTOR	USAGE	CHARGES	
		PREVIOUS	PRESENT				
Water	12/28/2025	95593	103089	1.0000	7496	Previous Balance:	506.63
						Adjustments:	0.00
						Payments:	250.00
						Balance Forward:	256.63
						Water	61.93
						Water Consumption	118.72
						Water Reserve	66.28 (10.88)
						Water Tax 6%	14.82 (4.37)
						Water Late Fee	2.28
						Sewer	60.26
						Sewer Consumption	76.65
						Sewer Excess	391.45
						Sewer Tax 6%	31.70 (3.62)
						Garbage	38.04
						Interest	8.39
						Current Charges:	870.52
						Balance:	1,127.15
				30:	256.63	60:	0.00
						90+:	0.00

118.72
55.40
10.45
76.65
391.45
28.08
\$680.75

WATER CONSUMPTION HISTORY



Winter conditions: please make sure your carts or dumpsters are accessible and completely clear of snow to avoid missed service.

Detach Here and Return Bottom Stub



City of Cle Elum

119 W First Street
Cle Elum, WA 98922

DUE DATE	AMOUNT DUE
01/25/2026	1,127.15
SERVICE LOCATION	
1617.0 - 322 W THIRD ST	
ACCOUNT NO.	AMOUNT ENCLOSED
905	

Terra Hicks
322 West Third St
Cle Elum, WA 98922

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

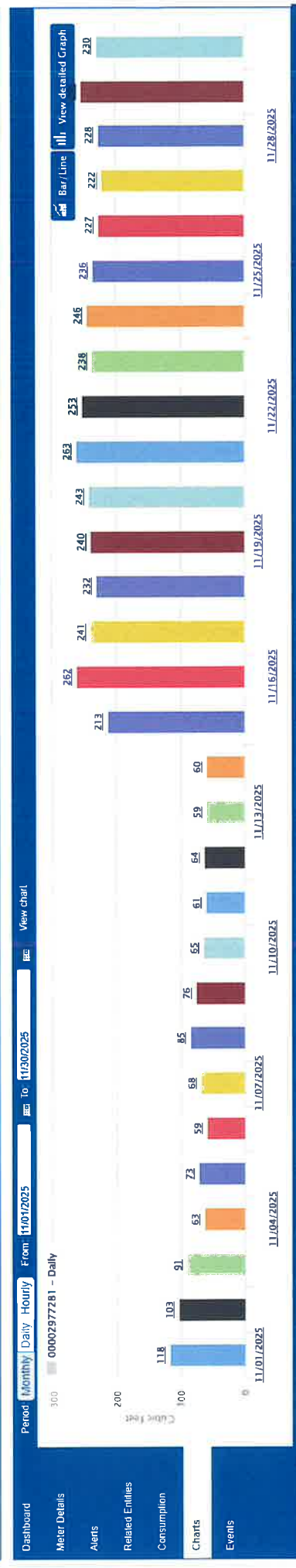
Meter ID 00002977281
Serial Number 19993562
Service Type Water

Account Number 1617 0
Location Number -1617 0
Meter Size

Customer Name Hicks Terra
Location Address 322 W THIRD ST
Mailing Address

Last Read (Cubic feet) 105295
Last Read Time 01/20/2026 9:55 PM
Status OK

Email
Mobile Phone
Location Notes



↑ Leak Started

November Bill

Meter ID 00002977281

Meter ID: 00002977281 Account Number: 1617.0

Serial Number: 19993562 Location Number: -1617.0

Service Type: Water Meter Size:

Customer Name: Location Address: Mailing Address:

Hicks Terra 322 W THIRD ST

Last Read (Cubic feet): 106295

Last Read Time: 01/20/2026 9:56 PM

Status: OK

Email:

Mobile Phone:

Location Notes:

Back New Search Next Meter



December Bill

Meter ID 00002977281

Meter ID

00002977281

Serial Number

19993562

Service Type

Water

Account Number

1617.0

Location Number

-1617.0

Meter Size

Customer Name

Hicks Terra

Location Address

322 W THIRD ST

Mailing Address

Last Read (Cubic feet)

105295

Last Read Time

01/20/2026 9 56 PM

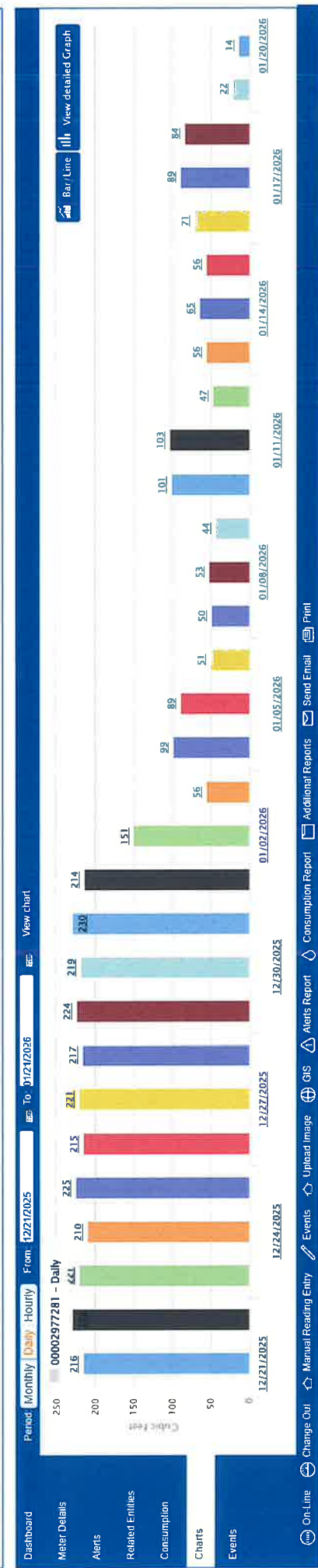
Status

OK

Email

Mobile Phone

Location Notes



↑
leak
fixed

**CITY OF CLE ELUM
WASHINGTON
ORDINANCE NO. 1692**

**AN ORDINANCE OF THE CITY OF CLE ELUM,
WASHINGTON, REVISING CHAPTER 13.12.115 OF THE
CLE ELUM MUNICIPAL CODE (“CEMC”) RELATED TO
THE RELIEF OF A UTILITY BILL FOR A WATER LEAK;
AND ESTABLISHING AN EFFECTIVE DATE**

WHEREAS, the City of Cle Elum has recently revised its sewer rate structure to base the sewer charge on water consumption; and

WHEREAS, the City Council acknowledges the need to provide financial relief from the sewer bill for a water leak now that it is linked to water usage.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CLE ELUM, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. CEMC 13.12.115 “Petition for and relief from water bill.” Cle Elum Municipal Code Section 13.12.115 is hereby revised to read as follows:

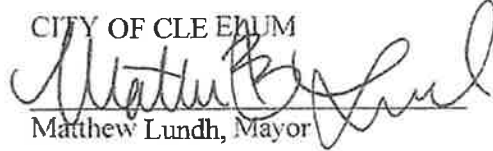
13.12.115 Petition for and relief from utility bill.

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

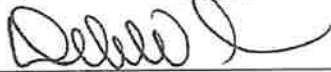
include water base rate fee, water reserve fee, and applicable water taxes for every two to thirty days of interrupted service, or multiples thereof. In the event any neighbor assists a customer with frozen, city-maintained water service by providing water through that neighbor's meter (i.e., through 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.

Section 2. Effective Date. This Ordinance shall be published in the official newspaper of the City and shall take effect and be in full force five (5) days after the date of publication.

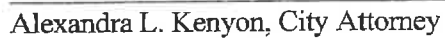
ADOPTED BY THE CLE ELUM CITY COUNCIL AT A SPECIAL MEETING THEREOF
ON THE 6TH DAY OF JANUARY 2025.

CITY OF CLE ELUM

Matthew Lundh, Mayor

ATTEST/AUTHENTICATED:


Debbie Lee, City Clerk

APPROVED AS TO FORM:


Alexandra L. Kenyon, City Attorney

Date of Publication: 1-9-25

Effective Date: 1-14-25



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: 1-12-2026

Name: Tom Pepito Account #: 14460

Service Address: 103 Cascade Ave

City: Cle Elum State: WA Zip: 98922

Phone: (509) 260-0122

Mailing Address if different than property address: _____

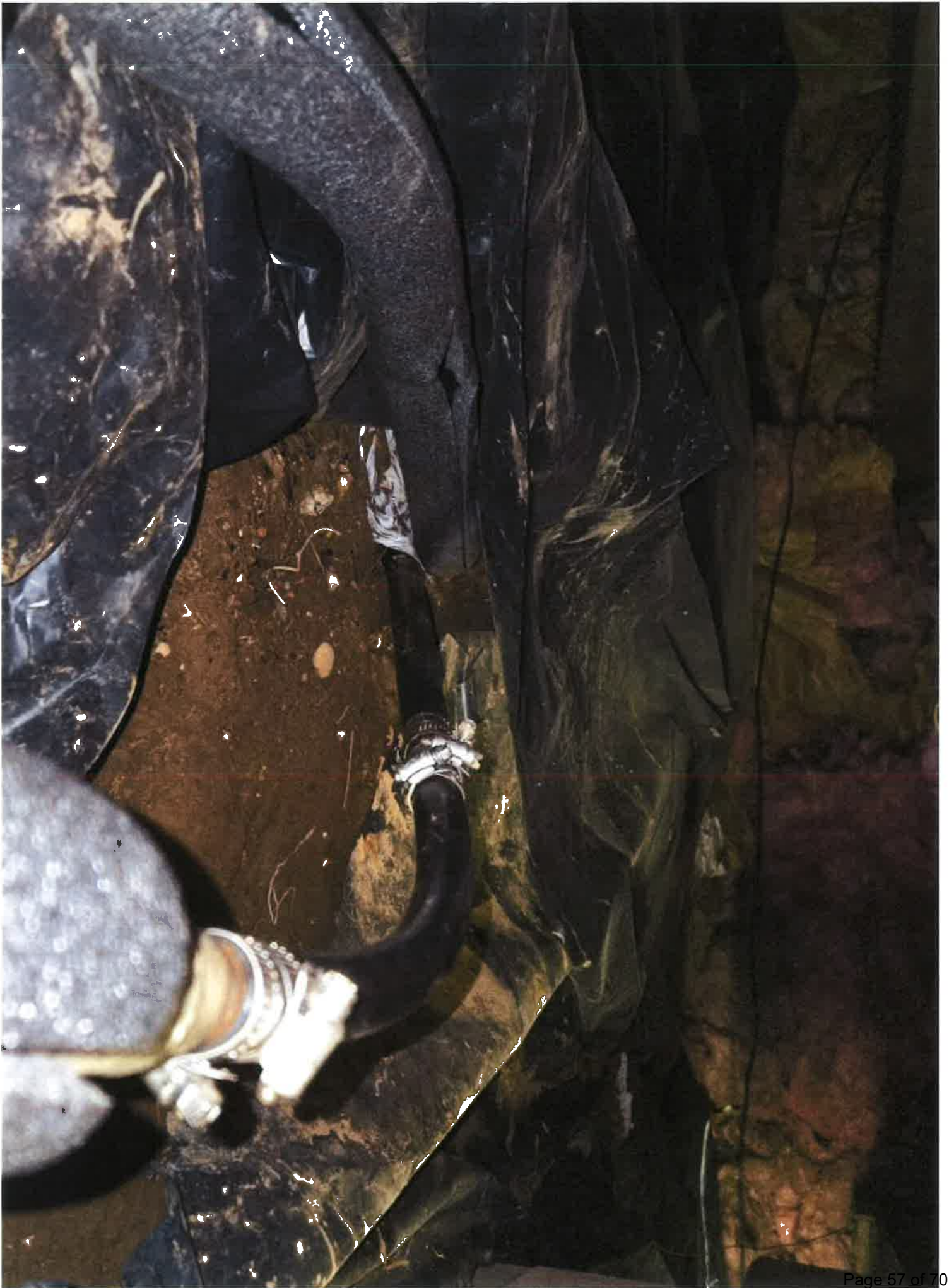
Date leak was discovered: 1-5-2026

Date leak was fixed: 1-5-2026

Description of leak including location and how it was fixed:

Hole in Pipe under crawl space. Pointing straight down into soil under house.
Had to cut pipe and add new pipe and Hose clamps.











Tom Pepito

103 Cascade Ave

Account # 14460

Tom found the water leak and fixed the same day after noticing his bill increased in December.

We are asking for credit on his December Billing

Water Consumption \$58.08

Water Reserve \$ 28.72

Water Tax \$ 5.12

Sewer Consumption \$ 40.88

Sewer Excess \$ 208.74

Sewer tax \$ 14.97

Total \$356.60

Audrey Casassa

Utility Clerk



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

BILLING PERIOD	
December Billing	
DUE DATE	ACCOUNT NUMBER
01/25/2026	14460
BILL DATE	AMOUNT DUE:
01/06/2026	854.02
ACCOUNT HOLDER	
Tom Pepito	
SERVICE LOCATION	
1446.0 - 103 CASCADE AVE	

SERVICE	READING DATE	METER READINGS		FACTOR	USAGE	CHARGES
		PREVIOUS	PRESENT			
Water	12/28/2025	26878	31342	1.0000	4464	Previous Balance: 308.85 Adjustments: 0.00 Payments: 0.00 Balance Forward: 308.85 Water 61.93 Water Consumption 58.08 Water Reserve 39.60 Water Tax 6% 9.58 Water Late Fee 1.65 Sewer 60.26 Sewer Consumption 40.88 Sewer Excess 208.74 Sewer Tax 6% 18.59 Garbage 27.12 Garbage Late Fee 5.00 Interest 13.74 Current Charges: 545.17 Balance: 854.02
						58.08 28.72 5.21 40.88 208.74 14.97 \$ 356.60
						30: 308.85 60: 0.00 90+: 0.00

WATER CONSUMPTION HISTORY

Month	Usage
Dec	4464
Jan	~100
Feb	~100
Mar	~100
Apr	~100
May	~100
Jun	~200
Jul	~100
Aug	~100
Sep	~100
Oct	~100
Nov	~2000

30: 308.85 60: 0.00 90+: 0.00

Winter conditions: please make sure your carts or dumpsters are accessible and completely clear of snow to avoid missed service.

Detach Here and Return Bottom Stub



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

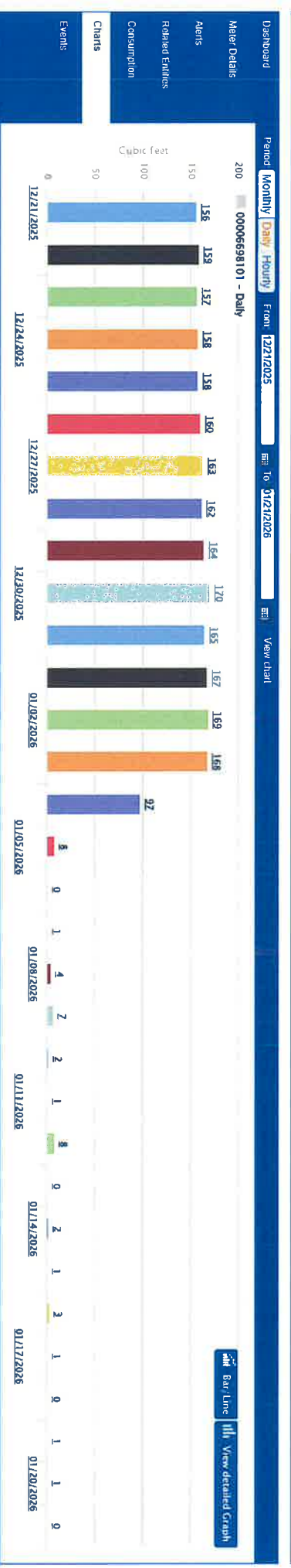
DUE DATE	AMOUNT DUE
01/25/2026	854.02
SERVICE LOCATION	
1446.0 - 103 CASCADE AVE	
ACCOUNT NO.	AMOUNT ENCLOSED
14460	

Tom Pepito
491 Watson Cutoff Rd
Cle Elum, WA 98922-8919

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

Meter ID 00006598101

Meter ID	00006598101	Account Number	1446 0	Customer Name	Pepilo Tom	Last Read (Cubic feet)	32495	Email	
Serial Number	19993031	Location Number	-1446 0	Location Address	103 CASCADE AVE	Last Read Time	01/12/2026 9:58 AM	Mobile Phone	
Service Type	Water	Meter Size		Mailing Address		Status	OK	Location Notes	



Search for Customers, Locations, Meters, Account No

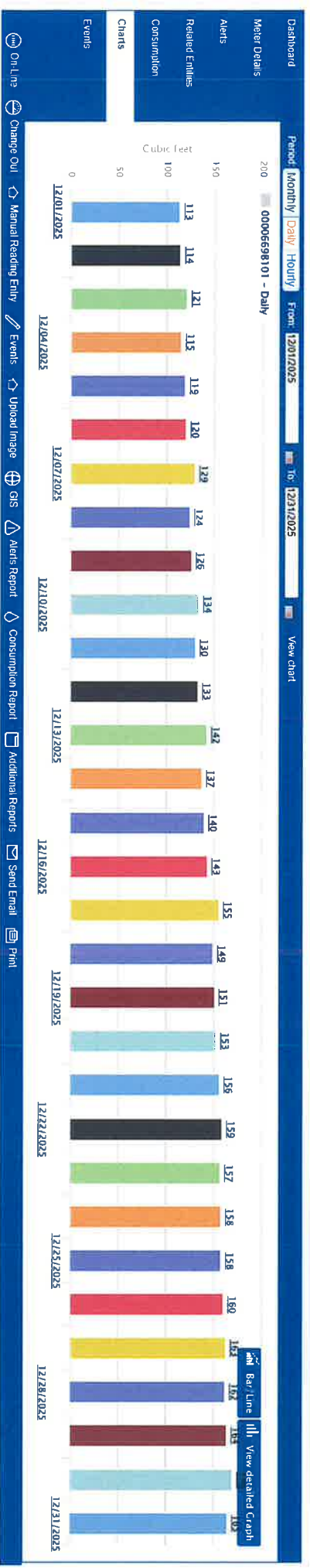


Customer Care Meters GIS Work Orders Fixed Network Administrative

Meter ID 00006698101

Back New Search Previous Meter Next Meter

Meter ID	00006698101	Account Number	1446.0	Customer Name	Peplio Tan	Last Read (Cubic feet)	32495	Email	
Serial Number	19993031	Location Number	-1446.0	Location Address	103 CASCADE AVE	Last Read Time	01/21/2026 9:58 AM	Mobile Phone	
Service Type	Water	Meter Size		Mailing Address		Status	OK	Location Notes	



Dashboard Meter Details Alerts Related Entities Consumption Charts Events On-Line Change Out Manual Reading Entry Events Upload Image GIS Alerts Report Consumption Report Additional Reports Send Email Print

Search for Customers, Locations, Meters, Account No



Customer Care Meters GIS Work Orders Fixed Network Administrative

Meter ID 00006698101

Back New Search Previous Meter Next Meter

Meter ID	00006698101	Account Number	1446 0
Serial Number	19993031	Location Number	-1446 0
Service Type	Water	Meter Size	

Customer Name	Peggie Tom
Location Address	103 CASCADE AVE
Mailing Address	

Last Read (Cubic feet)	32495
Last Read Time	01/21/2026 9:59 AM
Status	OK

Email	
Mobile Phone	
Location Notes	

Period Monthly Daily Hourly From 11/01/2025 To 12/31/2025 View chart



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

CITY OF CLE ELUM
WASHINGTON
ORDINANCE NO. 1692

**AN ORDINANCE OF THE CITY OF CLE ELUM,
WASHINGTON, REVISING CHAPTER 13.12.115 OF THE
CLE ELUM MUNICIPAL CODE ("CEMC") RELATED TO
THE RELIEF OF A UTILITY BILL FOR A WATER LEAK;
AND ESTABLISHING AN EFFECTIVE DATE**

WHEREAS, the City of Cle Elum has recently revised its sewer rate structure to base the sewer charge on water consumption; and

WHEREAS, the City Council acknowledges the need to provide financial relief from the sewer bill for a water leak now that it is linked to water usage.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CLE ELUM, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. CEMC 13.12.115 "Petition for and relief from water bill." Cle Elum Municipal Code Section 13.12.115 is hereby revised to read as follows:

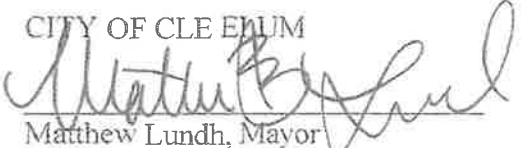
13.12.115 Petition for and relief from utility bill.

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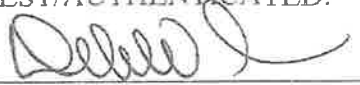
include water base rate fee, water reserve fee, and applicable water taxes for every two to thirty days of interrupted service, or multiples thereof. In the event any neighbor assists a customer with frozen, city-maintained water service by providing water through that neighbor's meter (i.e., through 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.

Section 2. Effective Date. This Ordinance shall be published in the official newspaper of the City and shall take effect and be in full force five (5) days after the date of publication.

ADOPTED BY THE CLE ELUM CITY COUNCIL AT A SPECIAL MEETING THEREOF
ON THE 6TH DAY OF JANUARY 2025.

CITY OF CLE ELUM

Matthew Lundh, Mayor

ATTEST/AUTHENTICATED:


Debbie Lee, City Clerk

APPROVED AS TO FORM:

Alexandra L. Kenyon, City Attorney

Date of Publication: 1-9-25

Effective Date: 1-14-25

Exhibit A

2026 Water Rates

(Including Customers Outside City Limits)

<u>Description</u>		<u>2026</u>
3/4-inch Single Premises	\$	63.79
3/4-inch Senior Low Income	\$	47.85
3/4-inch Commercial	\$	63.79
3/4-inch Standby Rate	\$	63.79
3/4-inch Senior Standby Rate	\$	47.85
1-inch Single Premises	\$	116.32
1-inch Senior Low Income	\$	87.26
1-inch Commercial	\$	116.32
1-inch Standby Rate	\$	116.32
1-inch Senior Standby Rate	\$	87.26
1 1/2-inch Single Premises	\$	236.28
1 1/2-inch Senior Low Income	\$	177.21
1 1/2-inch Commercial	\$	236.28
1 1/2-inch Standby Rate	\$	236.28
1 1/2-inch Senior Standby	\$	177.21
2-inch Single Premises	\$	386.30
2-inch Senior Low Income	\$	289.72
2-inch Commercial	\$	386.30
2-inch Standby Rate	\$	386.30
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3-inch Senior Low Income	\$	289.72
3-inch Commercial	\$	386.30
3-inch Standby Rate	\$	386.30
3-inch Senior Standby Rate	\$	289.72
Water customers outside city limits pay an additional 10%		
3/4-inch Outside City Limits	70.02 \$	70.17
3/4-inch OCL Standby Rates	\$	70.02
3/4-inch Outside Senior Low Income	52.52 \$	52.64
1-inch Outside City Limits	\$	127.95
1 1/2-inch Outside City Limits	\$	259.91
2-inch & 3-inch Outside City Limits	\$	424.93
Owens Packing Plant	309.04 \$	424.93
Water Reserve 1200 CF	\$	11.21

2026

Additional usage Rate per CF, Beyond 1,200 CF Usage Include in Base Rate Fee

1,201 to 2,000 CF	\$	0.017
2,001 to 4,000 CF	\$	0.019
4,001 CF and over	\$	0.021

Water Connection per ERU	\$	6,091.42	\$	6,092.00
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Breakdown of charges

Administration			\$	812.00
Water Supply System			\$	5,280.00
Total	\$	6,091.00	\$	6,092.00

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4,001 CF and over	\$	0.021
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Breakdown of charges		↓
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Total	\$	<u>6,092.00</u>