CITY ADMINISTRATOR
ROBERT OMANS

ASSISTANT CITY ADMINISTRATOR
ERICA KRUM

CITY CLERK
DEBBIE LEE

FINANCE DIRECTOR
ROBIN NEWCOMB

PUBLIC WORKS DIRECTOR
MATHEW BAILEY

POLICE CHIEF
RICH ALBO

FIRE CHIEF
ED MILLS

PLANNING DIRECTOR
SHANNON JOHNSON

Lodging Tax & Events Committee
Agenda
April 8, 2026
8:30 AM

119 W FIRST STREET
CLE ELUM, WA 98922

MAYOR
MATTHEW LUNDH

DEPUTY MAYOR
CASSIDY BUECHLE - CURTIS

LODGING TAX & EVENTS COMMITTEE
JON CORNELIUS
BETH WILLIAMS
AUDREY MALEK - CHAIR

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.

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1. **Call to Order and Pledge of Allegiance**
2. **Unfinished Business**
   a. Update Lodging Tax Application
   b. Event Application
3. **New Business**
   a. Cle Elum Lodging Tax & Event Committee — Meeting Minutes — March 11, 2026
   b. City of Cle Elum Services Agreement for Lodging Tax Funded Activities
      2025 Lodging Tax Agreement — Between Kittitas County & the City of Cle Elum — Upper Kittitas County Community Recreation Center
      2025 Lodging Tax Agreement — Between Kittitas County & the City of Cle Elum — For the Washington State Horse Park Facilities Expansion
   c. Intermountain Foundation — 2026 Lodging Tax Application
   d. Upper Kittitas County Community Recreation Center — 2026 Lodging Tax Application
   e. Pioneer Days Queen Meet & Greet — 2026 Event Application
   f. H I90 Grindy Bicycle — 2026 Event Application
   g. Upper Kittitas County (UKC) Bicycle Rodeo — 2026 Event Application
   h. National Night Out — 2026 Event Application

4. **Other Committee Comments**
   a. Lodging Tax Fund Balance - Update
   b. Event Tracker
5. **Adjournment**

Upcoming Meetings:
Public Safety & Health Committee Meeting — April 9, 2026, at 9:00 a.m.
Regular Council Meeting — April 14, 2026, at 6:00 p.m.
Civil Service Commission Meeting — April 15, 2026, at 5:15 p.m.
Historic Preservation Commission Meeting — April 21, 2026, at 3:00 p.m.
Planning Commission Meeting — April 21, 2026, at 6:00 p.m.
General Government Committee Meeting — April 22, 2026, at 8:30 a.m.
Coal Mines Trail Commission Meeting — May 4, 2026, at 4:00 p.m.
Public Works & Community Development Committee Meeting — May 5, 2026, at 1:00 p.m.
Lodging Tax & Events Committee Meeting — May 13, 2026, at 8:30 a.m.

CLE ELUM LODGING TAX & EVENTS COMMITTEE
MINUTES
MARCH 11, 2026
8:30 AM
119 W FIRST STREET
CLE ELUM, WA 98922

1. Call to Order and Pledge of Allegiance

Committee Members Present:
Beth Williams - absent
Jon Cornelius
Audrey Malek

Staff Present:
Matthew Lundh - Mayor
Debbie Lee - Clerk
Mathew Bailey - Public Works Director
Ed Mills - Fire Chief
Rich Albo - Police Chief
Whitney Prosek - Office Assistant
Amy Pridemore - Librarian

2. Unfinished Business

a. Update Lodging Tax Application

Moved to the next meeting because the application is with the attorney for review.

b. Event Application

Moved to the next meeting because the event application is with the attorney for review.

c. Lodging Tax Logo — Kittitas County Lodging Tax Application

It was decided to use the city seal on the Kittitas County Lodging Tax Application. Mayor Lundh has already informed the Chamber of Commerce.

3. New Business

a. Summer Reading Program — Amy Pridemore

Amy Pridemore, Librarian, presented ideas for the summer reading program, and was asking for clarification on whether a distinct event packet is required for each event. The committee felt that one event packet was enough. It was established that fire and life safety plans must be submitted as separate documents. Additionally, it is necessary to attach insurance documentation for vendors to each application.

b. Cle Elum Lodging Tax & Event Committee — Meeting Minutes — February 11, 2026

MOTION: Committee Member Cornelius made a motion to approve the meeting minutes dated February 11, 2026; seconded by Committee Member Malek.
MOTION CARRIED: 2 yes 0 no.

c. Pioneer Days Parade — 2026 Event Application

Kaylee Thompson, representing the Cle Elum Downtown Association, inquired about the fireworks display application and the associated watch party featuring amplified music, scheduled at Wye Park from 7:30 p.m. to 9:30 p.m. She indicated that the music component is a new request and confirmed that permission has been granted along with the required permit.

Furthermore, it was noted that the fire pyrotechnics company had proposed a program to synchronize the music with the fireworks to potentially increase attendance.

Concerns were also raised regarding the clarity of the logo on the signage for visitors. Additionally, a suggestion was made to consolidate all Pioneer Days events for a single vote.

MOTION: Committee Member Cornelius made a motion to approve all Pioneer Days Events; seconded by Committee Member Malek.
MOTION CARRIED: 2 yes 0 no.

d. Pioneer Days Dock Diving Dogs — 2026 Event Application

MOTION: Committee Member Cornelius made a motion to approve all Pioneer Days Events; seconded by Committee Member Malek.
MOTION CARRIED: 2 yes 0 no.

e. Pioneer Days Fire Works — 2026 Event Application

MOTION: Committee Member Cornelius made a motion to approve all Pioneer Days Events; seconded by Committee Member Malek.
MOTION CARRIED: 2 yes 0 no.

Pioneer Days Fireworks — Addendum

f. Spring Ladies Night Out — 2026 Event Application

Concerns regarding the alcohol concept have been addressed.

The Fire Department has conducted a review and has determined that the event is safe. The overall objective is to ensure that events are both safe and enjoyable. Commendations are extended for the thoroughness of the submitted packet, which was found to be in order.

MOTION: Committee Member Malek made a motion to approve the Spring Ladies Night Out 2026 Event Application; seconded by Committee Member Cornelius.
MOTION CARRIED: 2 yes 0 no.

g. Easter at the Park — 2026 Event Application

Calvary Church has been hosting this event for several years. They will be cooking on-site and will require a cooking permit.

MOTION: Committee Member Malek made a motion to approve the Easter at the Park 2026 Event Application; seconded by Committee Member Cornelius.
MOTION CARRIED: 2 yes 0 no.

h. Terry Bland Egg Hunt — 2026 Event Application

Chief Mills has expressed an apology for the late application regarding the upcoming egg hunt. The fire department will be present at the event, which has a long-standing tradition in the community.

MOTION: Committee Member Malek made a motion to approve the Terry Bland Egg Hunt 2026 Event Application; seconded by Committee Member Cornelius.
MOTION CARRIED: 2 yes 0 no.

4. Other Committee Comments

5. Adjournment

The meeting was adjourned at 8:51 a.m.

_____ _____

Audrey Malek, Chair Debbie Lee, Clerk

CITY OF CLE ELUM SERVICES AGREEMENT
FOR LODGING TAX FUNDED ACTIVITIES

THIS AGREEMENT is entered into by and between the City of Cle Elum, Washington, a municipal corporation ("City") and **Insert Vendor Name**, ("Contractor") organized under the laws of the State of Washington, located and doing business at **Insert Vendor's Address, Phone Number, and Contact Person** (hereinafter the "Contractor"). The City and Contractor are each a "Party" and together "Parties" to this Agreement.

RECITALS:

WHEREAS, the City desires to have certain services performed for its residents; and

WHEREAS, the City has selected the Contractor to perform such services pursuant to certain terms and conditions; and

NOW, THEREFORE, in consideration of the mutual benefits and conditions set forth below, the Parties agree as follows:

AGREEMENT:

1. Scope of Services to be Performed by Contractor.

The Contractor shall perform those services described on Exhibit A, which is attached hereto and incorporated herein by this reference as if set forth in full ("Services"). In performing such Services, the Contractor shall at all times comply with all federal, state, and local statutes, rules, and ordinances applicable to the performance of such Services and the handling of any funds used in connection therewith. The Contractor shall perform the Services diligently and completely and in accordance with professional standards of conduct and performance. The Contractor shall request and obtain prior written approval from the City if the Services scope or schedule is to be modified in any way.

2. Compensation and Method of Payment.

The City shall pay the Contractor for the Services rendered according to the rates and methods set forth below. The Contractor shall request payment for work performed by providing an invoice to the City, which invoice shall include all expense records for which Contractor is requesting payment.

Commented [RS1]: Update to City's preferred method for requesting reimbursement.

Check all applicable payment terms:

☐ LUMP SUM. Compensation for these services shall be a Lump Sum of $_____.

☐ TIME AND MATERIALS NOT TO EXCEED. Compensation for these services shall not exceed $10,000 without written authorization and will be based on billing rates and reimbursable expenses attached in the Scope of Work Exhibit A.

☐ TIME AND MATERIALS. Compensation for these services shall be on a time and material basis according to the list of billing rates and reimbursable expenses attached hereto as Exhibit "_____."

☒ REIMBURSEMENT. Reimbursement for actual costs incurred providing the services, in an amount not to exceed $ **[AMOUNT]**.

The City shall pay the Contractor for Services rendered within ten (10) days after City Council approval. However, if the City objects to all or any portion of an invoice, it shall notify Contractor of the objection and reserves the option to only pay that portion of the invoice not in dispute. In that event, the Parties will immediately make every effort to settle the disputed portion.

The City further reserves the right to direct the Contractor's compensated Services before reaching the maximum amount.

The Contractor shall complete and return to the City federal tax Form W-9, prior to or along with the first billing invoice.

3. Duration of Agreement.

This Agreement shall be in full force and effect for a period commencing on **Date** and ending **Date** unless sooner terminated under the provisions of this Agreement. Time is of the essence in each and all of the provisions of this Agreement in which performance is required.

4. Ownership and Use of Documents.

A. *Ownership.* Any records, files, documents, drawings, specifications, data, or information, regardless of form or format, and all other materials produced by the Contractor in connection with the Services provided and which are submitted to the City, shall be the property of the City whether the project for which they were created is executed or not.

B. *Records preservation.* Contractor understands and acknowledges that this Agreement is with a government agency and thus all records created or used in the course of Contractor's work for the City may be considered "public records" and may be subject to disclosure by the City under the Public Records Act, Chapter 42.56 RCW ("the Act"). Contractor agrees to safeguard and preserve records in accordance with the Act. The City may be required, upon request, to disclose this Agreement, and the documents and records submitted to the City by Contractor, unless an exemption under the Act applies. If the City receives a public records request and asks Contractor to search its files for responsive records, Contractor agrees to make a prompt and thorough search through its files for responsive records and to promptly turn over any responsive records to the City's public records officer at no cost to the City.

5. Independent Contractor.

The Parties intend that an independent contractor-client relationship will be created by this Agreement. As the Contractor is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative, or sub-Contractor of the Contractor shall be or shall be deemed to be the employee, agent, representative, or sub-Contractor of the City. In the performance of the work, the Contractor is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives, or sub-Contractors of the Contractor. The City shall not be responsible for withholding or otherwise deducting federal income taxes or Social Security taxes, contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Contractor or any employee of the Contractor. The Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives, and sub-Contractors during the performance of this

Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Contractor performs hereunder.

6. Indemnification.

Contractor shall defend, indemnify, and hold the City, its officers, officials, employees, agents, and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including, but not limited to, attorneys' fees, arising out of or resulting from the acts, errors, or omissions of the Contractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, agents, and volunteers, the Contractor's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Contractor's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

The provisions of this section shall survive the expiration or termination of this Agreement.

7. Insurance.

The Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

A. *Minimum Scope of Insurance*. Contractor shall obtain insurance of the types described below:

i. Commercial Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles with an MCS 90 endorsement and a CA 9948 endorsement attached if "pollutants" are to be transported. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

ii. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an endorsement providing at least as broad coverage. There shall be no exclusion for liability arising from explosion, collapse, or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.

iii. Workers' Compensation and Employer's Liability insurance shall be provided on a state-approved policy form providing benefits as required by law.

iv. Professional Liability insurance appropriate to the Contractor's profession.

v. *{Use for Agreements with housing/shelter vendors/operators, otherwise delete}* Tenant Discrimination insurance shall cover tenant discrimination claims. The City shall be named as an additional insured using an additional insured endorsement to a separate Tenant Discrimination policy of insurance or a Commercial General Liability policy specifically endorsed to cover third-party tenant discrimination claims.

B. *Minimum Amounts of Insurance.* Contractor shall maintain the following insurance limits, as applicable:

i. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000.

ii. Commercial General Liability insurance shall be written with limits no less than $1,000,000 per occurrence, for all covered losses, $2,000,000 general aggregate, $1,000,000 products and completed operations aggregate, and $1,000,000 personal and advertising injury, each offense.

iii. Professional Liability insurance shall be written with limits no less than $1,000,000 per claim and $2,000,000 policy aggregate limit.

iv. Employer's Liability insurance shall be written with limits no less than $1,000,000 per accident or disease.

v. Excess or Umbrella Liability insurance shall be written with limits no less than $5,000,000. This Excess or Umbrella Liability coverage shall apply, at a minimum, to both the Commercial General and Automobile Insurance policy coverages. If used to meet limit requirements, coverage must be at least as broad as specified for the underlying coverages, and must cover those in the underlying policies. This requirement may be alternatively be satisfied through Contractor's primary Commercial General and Automobile Liability coverage, or any combination thereof. The policy must be endorsed to include the City and its officials, employees, volunteers, and agents as additional insureds and coverage shall be "pay on behalf" with defense costs payable in addition to policy limits. There shall be no cross liability exclusions precluding coverage for claims or suits by one insured against the other.

vi. Additional insurance coverage as deemed appropriate by the City shall include, but not be limited to: Cyber, Pollution, Aircraft, Watercraft, Liquor, Crime/Fidelity, Sexual Abuse & Molestation, Jones Act, Longshoremen/Harborworkers, Marine.

C. *Other Insurance Provision.* The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

D. *Acceptability of Insurers*. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A-VII.

E. *Verification of Coverage*. The Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured

endorsement, evidencing the insurance requirements of the Contractor before commencement of the work. Upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this Agreement.

F. *Notice of Cancellation.* The Contractor shall provide the City with written notice of any policy cancellation, within two (2) business days of their receipt of such notice.

G. *Failure to Maintain Insurance.* Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to the Contractor to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

H. *No Limitation*. Contractor's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

I. *City Full Availability of Contractor Limits*. If the Contractor maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Contractor.

8. Record Keeping and Reporting.

A. The Contractor shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and Services performed pursuant to this Agreement. The Contractor shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

B. The foregoing records shall be maintained for a period of seven (7) years after termination of this Agreement unless permission to destroy them is granted by the Office of the State Archivist in accordance with Chapter 40.14 RCW and by the City.

9. City's Right of Inspection and Audit.

A. Even though the Contractor is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof. The Contractor agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or become applicable within the terms of this Agreement to the Contractor's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

B. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review, or audit by the City during the performance of this Agreement. All work products, data, studies, worksheets, models, reports, and other materials in support of the performance

of the service, work products, or outcomes fulfilling the contractual obligations are the products of the City.

10. Contractor to Maintain Records to Support Independent Contractor Status.

Beginning on the effective date of this Agreement, the Contractor shall comply with all federal and state laws applicable to independent contractors including, but not limited to, the maintenance of a separate set of books and records that reflect all items of income and expenses of the Contractor's business, pursuant to RCW 51.08.195, as required to show that the Services performed by the Contractor under this Agreement shall not give rise to an employer-employee relationship between the Parties which is subject to Title 51 RCW, Industrial Insurance.

11. Work Performed at the Contractor's Risk.

The Contractor shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-Contractors in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at the Contractor's own risk, and the Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Contractor for use in connection with the work.

12. Termination.

A. This Agreement may be terminated at any time upon the mutual written agreement of the Parties.

B. The City, by giving written notice, may terminate this Agreement at any time without cause and without further obligation to the Contractor except for payment due for deliverables provided and/or services performed prior to the effective date of termination. An equitable adjustment in the contract price for partially completed tasks will be made by the City, but such adjustment shall not include compensation for loss of anticipated profit on uncompleted work.

C. This Agreement may be canceled immediately if the Contractor's insurance coverage is canceled for any reason, or if the Contractor is unable to perform the Services called for by this Agreement.

D. If Contractor defaults by failing to perform any of its obligations under this Agreement, or becomes insolvent, is declared bankrupt, or commits any act of bankruptcy or insolvency, or makes an assignment for the benefit of creditors, the City may, by written notice to the Contractor, terminate this Agreement, and at the City's option, obtain performance of the work elsewhere. If this Agreement is terminated under this Section, the Contractor shall not be entitled to receive any further payments under this Agreement until all of its obligations hereunder have been fully performed, and any extra cost or damage to the City shall be deducted from any money due or coming due to Contractor. Further, in the event of termination under this Section, Contractor shall bear the costs of any extra expenses incurred by the City in completing the work, and all damages sustained, or which may be sustained, by the City.

E. Termination of this Agreement by any means provided herein shall not excuse any Party's performance of its obligations hereunder through the effective date of termination, except that the City shall not be obligated to pay for services that have not been performed or deliverables that have not been provided.

F. If the termination results from acts or omissions of the Contractor, including but not limited to misappropriation of funds provided hereunder, nonperformance of required services, and/or fiscal

mismanagement, Contractor shall return to the City immediately any funds, misappropriated or unexpended, which have been paid to the Contractor by the City, together with applicable interest calculated at twelve percent (12%) per annum.

G. The provisions in this Section shall not prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

13. Force Majeure.

Notwithstanding anything to the contrary in this Agreement, any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, acts of war, terrorist acts, inability to obtain services, labor, or materials or reasonable substitutes therefor, governmental actions, governmental laws, regulations or restrictions, civil commotions, casualty, actual or threatened public health emergency (including, without limitation, epidemic, pandemic, famine, disease, plague, quarantine, and other significant public health risk), governmental edicts, actions, declarations or quarantines by a governmental entity or health organization, breaches in cybersecurity, and other causes beyond the reasonable control of the Party obligated to perform, regardless of whether such other causes are (i) foreseeable or unforeseeable or (ii) related to the specifically enumerated events in this paragraph (collectively, a "**Force Majeure**"), shall excuse the performance of such Party for a period equal to any such prevention, delay or stoppage. To the extent this Agreement specifies a time period for performance of an obligation of either Party, that time period shall be extended by the period of any delay in such Party's performance caused by a Force Majeure.

14. Discrimination Prohibited.

The Contractor shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Contractor under this Agreement, on the basis of race, color, religion, creed, sex, sexual orientation, age, national origin, marital status, presence of any sensory, mental or physical disability, or other circumstance prohibited by federal, state or local law or ordinance, except for a bona fide occupational qualification.

15. Assignment and Subcontract.

The Contractor shall not assign or subcontract any portion of the Services contemplated by this Agreement without the prior written consent of the City. Any assignment made without the prior approval of the City is void.

16. Conflict of Interest.

The Contractor represents to the City that it has no conflict of interest in performing any of the Services set forth in Exhibit A. In the event that the Contractor is asked to perform Services for a project with which it may have a conflict, Contractor will immediately disclose such conflict to the City.

17. Confidentiality.

All information regarding the City obtained by the Contractor in performance of this Agreement shall be considered confidential. Any breach of confidentiality by the Contractor shall constitute a material breach of this Agreement and shall be grounds for immediate termination by the City.

18. Non-Appropriation of Funds.

If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will so notify the Contractor and shall not be obligated to make payments for Services or amounts incurred after the end of the current fiscal period. This Agreement will terminate upon the completion of all remaining Services for which funds are allocated. No penalty or expense shall accrue to the City in the event that the terms of the provision are effectuated.

19. Entire Agreement.

This Agreement, with its exhibits, contains the entire agreement between the Parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the Parties. If there is a conflict between the terms and conditions of this Agreement and the attached exhibits, then the terms and conditions of this Agreement shall prevail over the exhibits. Either Party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

20. Waiver.

The waiver of any default or breach of this Agreement, or the failure of a party to enforce any provision hereof, or to exercise any right or privilege hereunder, shall not be deemed to waive any prior or subsequent default or breach, the enforcement of any provision hereof, or the exercise of any right or privilege hereunder, unless otherwise state in writing, signed by the Parties hereto.

21. Notices.

All notices or other communications required or permitted under this Agreement shall be in writing and shall be (a) personally delivered, in which case the notice or communication shall be deemed given on the date of receipt at the office of the addressee; (b) sent by registered or certified mail, postage prepaid, return receipt requested, in which case the notice or communication shall be deemed given three (3) business days after the date of deposit in the United States mail; or (c) sent by overnight delivery using a nationally recognized overnight courier service, in which case the notice or communication shall be deemed given one business day after the date of deposit with such courier. In addition, all notices shall also be emailed, however, email does not substitute for an official notice. Notices shall be sent to the following addresses:

Notices to the City of Cle Elum shall be sent to the following address:

City of Cle Elum
Attn: **[CONTACT]**
119 W 1st Street
Cle Elum, Washington 98922
Email: **[CONTACT EMAIL]**
Phone: 509-674-2262

Notices to the Contractor shall be sent to the following address:

Click and type - First Line Address
Click and type - Second Line Address
Email:
Phone:

22. Prevailing Wages.

Where labor to be performed under this Agreement is considered "public work" as defined in RCW 39.04.010, the Contractor shall pay the prevailing rate of wages to all workers, laborers, or mechanics employed in the performance of work under this Agreement in accordance with Chapter 39.12 RCW and the rules and regulations of the Washington State Department of Labor and Industries. Contractor shall be responsible for verifying the applicable prevailing wage rate. It is understood that Contractor is responsible for obtaining and completing all required government forms relating to prevailing wage and submitting the same to the proper authorities.

23. Applicable Law; Venue; Attorneys' Fees.

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the Parties specifically understand and agree that venue shall lie exclusively in Kittitas County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case and such fee shall be included in the judgment.

24. Compliance with Laws.

The Contractor agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Contractor's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of those operations.

25. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement.

26. Severability.

Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the Parties, who agree that the Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates listed below.

Contractor		**City of Cle Elum**	
Signature:	_____	Signature:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

APPROVED AS TO FORM

_____
Cle Elum City Attorney's Office

EXHIBIT A

Scope of Services to be Provided by Contractor. The Contractor shall furnish services including, but not limited to, the following outlined here or attached separately.

2025 LODGING TAX SERVICES AGREEMENT
BETWEEN KITTITAS COUNTY AND THE CITY OF CLE ELUM
FOR THE UPPER KITTITAS COUNTY COMMUNITY RECREATION CENTER
LSC-2025-005

This Agreement for Services (hereinafter "Agreement") is entered into by and between **Kittitas County** (hereinafter "County"), a political subdivision of the State of Washington, and **The City of Cle Elum** (hereinafter "Contractor").

The purpose of this Agreement is as follows: is to provide for Tourism-Related, Large-Scale Municipality Owned Capital Projects relating to activities and expenditures designed to increase tourism.

The term of this Agreement shall be from November 4, 2025, through December 31, 2030, unless the Agreement is terminated early or its term is extended as provided herein.

The parties' addresses and points of contact for the administration of this Agreement are as follows:

COUNTY	CONTRACTOR
Lisa Bugni	Matthew Lundh
Kittitas County Auditor's Office	City of Cle Elum
205 West 5th Ave, Suite 105	119 W First Street
Ellensburg, WA 98926	Cle Elum, WA 98922
auditorsaccounting@co.kittitas.wa.us	mlundh@cleelum.gov
509-962-7552	509-304-4576

This Agreement includes the following, which are attached hereto and hereby incorporated by this reference:

Attachment "A":	Scope of Work
Attachment "B":	Compensation
Attachment "C":	Insurance Requirements
Attachment "D":	General Terms and Conditions
Attachment "E":	W-9 (Contractor must complete and return to the County for payment)

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the parties through their authorized representatives, effective as of the latest date written below.

KITTITAS COUNTY	**CONTRACTOR**
BOARD OF COUNTY COMMISSIONERS	
Chair	Signature
Vice-Chair	Matthew Lundh Printed Name
Commissioner	Mayor Title
Date: 11/04/25	Date: 12/10/25
Attest:	
Clerk of the Board	

County Commissioners Kittitas County Washington SEAL

ATTACHMENT "A"

SCOPE OF WORK

Contractor is eligible to claim reimbursement for the following items only:

- **Building and construction costs for the Upper Kittitas County Community Recreation Center**

Project Timeline:

- **July 2025 Finalize Governance Strategy**
- **July-October 2025 Form Public Facilities District (in coordination with County**
- **July-November 2025 Conduct campaign to form Metropolitan Parks District (MPD) in Upper County**
- **July-December 2025 Launch fundraising campaign to secure approximately $101 million from public and private sources**
- **October 2025-February 2026 Conduct campaign to pass:**
  0.2% county-wide sales tax to fund operations
  MPD bond measure to fund a portion of construction
- **February-April 2026 Solicit construction bids and select contractor**
- **April 2026-March 2028 Construct facility**

Written Annual Project Reports from Contractor are required by the County to be received by November of each year while the contract is in effect.

They can be sent to:
Lisa Bugni
Kittitas County Auditor's Office
205 West 5th Ave, Suite 105
Ellensburg, WA 98926
auditorsaccounting@co.kittitas.wa.us

ATTACHMENT "B"

COMPENSATION

THE COUNTY WILL NOT PROCESS PAYMENT FOR SERVICES RENDERED UNDER THIS AGREEMENT UNTIL CONTRACTOR SUBMITS A COMPLETED W-9 (SEE ATTACHMENT "E").

a. As full compensation for satisfactory performance of the Contractor's Services, the County agrees to pay Contractor the sum of Three Million Two Hundred Eighty-Eight Thousand Dollars ($3,288,000) to be used for capital project City of Cle Elum Upper Kittitas County Community Recreation Center, based upon the awarded project.

All funds must be spent by December 31, 3030, no extension of the funding period will be granted.

b. Additional payment terms: The County will make quarterly payments to the Contractor only on a reimbursement basis, as detailed receipts with the completed Blank Form Lodging Tax Reimbursement for any items that are submitted to the County, not to exceed the sum of Three Million Two Hundred Eighty-Eight Thousand Dollars ($3,288,000) to be used for capital project—City of Cle Elum Upper Kittitas County Community Recreation Center.

c. Final date to submit reimbursement is **December 31, 3030** after this date the funds lapse.

d. Submit reimbursements to:

Lisa Bugni
Kittitas County Auditor's Office
205 West 5th Ave, Ste 105
Ellensburg, WA 98926
auditorsaccounting@co.kittitas.wa.us

ATTACHMENT "C"

INSURANCE REQUIREMENTS

Contractor shall secure and maintain in effect at all times during performance of work under this Agreement such insurance as will protect Contractor, its employees, and agents from all claims, losses, harm, costs, liabilities, damages and expenses arising out of Contractor's performance under this Agreement, including but not limited to personal injury (including death) or property damage.

All insurance shall be issued by companies admitted to do business in the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports unless otherwise approved by the County. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.

At a minimum, Contractor shall maintain and provide proof of the following selected options:

☐ Commercial General Liability Insurance

- Coverage limits not less than:
  - $1,000,000 per occurrence, for all covered losses
  - $2,000,000 general aggregate
  - $1,000,000 products & completed operations aggregate
  - $1,000,000 personal and advertising injury, each offense
- The policy must be endorsed to include the County and its officials, employees and agents as additional insureds.

☐ Commercial Automobile Liability Insurance

- Automobile Liability for owned, non-owned, hired, and leased vehicles, with an MCS 90 endorsement and a CA 9948 endorsement attached if 'pollutants' are to be transported.
- Coverage limits not less than:52
  - $1,000,000 combined single limit

☐ Excess or Umbrella Liability

- Contractor shall provide Excess or Umbrella Liability coverage of $5,000,000. This Excess or Umbrella Liability coverage shall apply, at a minimum, to both the Commercial General and Automobile Insurance policy coverages. If used to meet limit requirements, coverage must be at least as broad as specified for underlying coverages, and must cover those insured in the underlying policies.
- This requirement may alternatively be satisfied through Contractor's primary Commercial General and Automobile Liability coverage, or any combination thereof.
- The policy must be endorsed to include the County and its officials, employees and agents as additional insureds.
- Coverage shall be "pay on behalf", with defense costs payable in addition to policy limits.
- There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another.

☐ Workers' Compensation & Employer's Liability

- Contractor shall provide Workers Compensation and Employer's Liability insurance on a state-approved policy form providing benefits as required by law with employer's liability limits no less than $1,000,000 per accident or disease.

☐ Professional Liability / Errors and Omissions Liability

- Coverage limits not less than:
  - $1,000,000 each claim
- Contractor must provide evidence of this coverage on a policy form appropriate to Contractor's profession.

☐ Other insurance coverage as deemed appropriate by either the County Risk Manager or the assigned Deputy Prosecuting Attorney. Additional insurance types which the County may need to require (non-exhaustive list): Cyber, Pollution, Aircraft, Watercraft, Liquor, Crime/Fidelity, Sexual Abuse & Molestation, Jones Act, Longshoremen/Harborworkers, Marine.

Contractor shall furnish to the County a Certificate of Insurance, with endorsement where required above, as evidence that policies providing insurance required by this Agreement are in full force and effect. Contractor's insurance policies required above must apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to the County.

Contractor agrees to provide notice to the County at least thirty (30) days prior to cancellation, or any material alteration or non-renewal, of any of the above-required insurance coverages.

Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, machinery, equipment, or motor vehicles owned or utilized by Contractor, or Contractor's agents, employees, suppliers or contractors, as well as to any temporary structures, scaffolding and/or protective fences.

Contractor shall have sole responsibility for ensuring the insurance coverage and limits required herein are also obtained by any subcontractors.

NOTE: Notwithstanding any other provision(s) of this Agreement, no contract shall form under this Agreement until and unless the following are provided to the County: (1) a copy of the Certificate(s) of Insurance with all required endorsements, properly completed and in the amounts required, and (2) where requested by the County, a copy of the required insurance policies, including all required endorsements.

ATTACHMENT "D"

GENERAL TERMS AND CONDITIONS

1. **Scope of Contractor's Services**: Contractor agrees to provide to the County services as set forth in their grant application submitted to the Lodging Tax Advisory Committee, attached to and incorporated herein by reference, and included as Attachment "A" to this Agreement. No materials, labor, or facilities will be furnished by the County, unless otherwise provided herein. All work performed under this Agreement shall comply with applicable laws and regulations.

Except as otherwise specifically provided in this Agreement, Contractor shall furnish the following as required to perform the services, described above, in accordance with this Agreement: Personnel, labor and supervision; technical, professional and other services. All such services, property and other items furnished or required to be furnished, together with all other obligations performed, or required to be performed, by Contractor under this Agreement are collectively referred to herein as "Services."

Contractor warrants that the lodging tax funds shall be used only as allowed for in RCW 67.28.1816 as currently existing or subsequently amended.

Contractor shall commence, perform and complete such Services in accordance with any and all attachments to this Agreement.

Lodging Tax funds provided hereunder shall be used only for the activities, operations, and expenditures expressly authorized by this Agreement. In the event Contractor: (i) fails to expend the Lodging Tax funds as required by this Agreement, and/or (ii) utilizes such funds for any other purpose, then any funds received by Contactor hereunder and not properly accounted for shall, without prejudice to any other applicable remedy or penalty, be repaid to the County together with applicable interest calculated at the rate of twelve percent (12%) per annum.

The Contractor shall not pledge, mortgage, assign, or otherwise encumber any grant funds, or any property acquired or improved with grant funds. Any attempt to do so shall be null and void and of no effect against Kittitas County.

2. **Accounting and Payment**: Compensation to Contractor for services rendered under this Agreement shall be as set forth in Attachment "B". Where Attachment "B" requires payment(s) by the County, payment shall be based upon billings, supported unless provided otherwise in Attachment "B", by documentation of units of work performed and amounts earned, including, where appropriate, the total number of hours for the month and the total dollar payment requested. Unless specifically stated in Attachment "B", the County will not reimburse Contractor for any costs or expenses incurred by Contractor in performance of this Agreement. Where required, the County shall, upon receipt of appropriate documentation, compensate Contractor, no more often than monthly, through the County voucher system, for Contractor's services pursuant to the fee schedule set forth in Attachment "B". In the event Contractor fails to perform any of its obligations under this Agreement within the time specified herein, then the County may withhold all monies due and payable to Contractor until such failure to perform is cured or otherwise adjudicated. The County will not process payment for services rendered under this Agreement until Contractor submits a completed W-9 (See Attachment "E").

3. **Taxes**: Contractor understands and acknowledges that the County will not withhold Federal or State income taxes from payments made to Contractor. Where required by State or Federal law, Contractor authorizes the County to make withholding for any taxes other than income taxes (e.g., Medicare). All

compensation received by Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with applicable IRS regulations. It is the responsibility of Contractor to make its necessary estimated tax payments throughout the year, if any, and Contractor is solely liable for any tax obligation arising from Contractor's performance of this Agreement.

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. Contractor must pay all other taxes, including but not limited to: business and occupation tax; or taxes based on (1) Contractor's gross or net income, or (2) personal property to which the County does not hold title. The County is exempt from federal excise tax.

4. **Independent Contractor**: Contractor's services shall be furnished by Contractor as an independent contractor, and nothing stated herein shall be construed to create a relationship of employer-employee or a guarantee of future employment. Contractor acknowledges that its entire compensation under this Agreement is specified in Attachment "B", and that Contractor is not entitled to any County benefits, including but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to Kittitas County employees.

5. **Assignment and Subcontracting**: This Agreement may not be assigned or subcontracted in whole or in part without the express prior written approval of the County.

6. **Right to Review; Maintenance of Records**: This Agreement is subject to review by any Federal or State auditor. The County or its designee shall have the right to review and monitor the financial and service components of the work performed under this Agreement by whatever means are deemed expedient by the County. Such review may occur with or without notice, and may include, without limitation, on-site inspection, inspection of all records or other materials which the County deems pertinent, and any and all communications with or evaluation by service recipients under this Agreement. Contractor shall preserve and maintain all records relating to this Agreement for six (6) years after termination or expiration of the Agreement, and upon request shall make them available for review by any Federal or State auditor, the County, and/or any persons authorized by the County.

7. **Modification**

7.1. This Agreement may be amended by mutual agreement of the parties. Any such amendment shall be in writing and signed by both parties.

7.2 The County may unilaterally amend this Agreement at any time by written notice ("Change Notice") to Contractor, to modify the work to be performed under this Agreement, within the general scope of the Agreement. Such changes may include, but are not limited to, changes in the exact scope of work to be performed (including modification, substitution, addition, or deletion of required tasks) and changes to the schedule of performance. If any such Change Notice causes an increase or decrease to Contractor's cost of, or the time required for, performance of the work, an equitable adjustment in the compensation to Contractor and/or in the schedule for the performance of the work shall be made by the County to reflect such an increase or decrease. Notwithstanding any dispute or delay in arriving at a mutually acceptable equitable adjustment, Contractor shall proceed in accordance with all Change Notices. Within thirty (30) days after receipt of any Change Notice which, in Contractor's opinion, lacks an adequate adjustment, Contractor must submit to the County a written statement requesting a modified adjustment; otherwise, Contractor will forfeit its right to any such modified adjustment. The County retains the final right to determine adjustments hereunder.

8. Termination

8.1 This Agreement may be terminated at any time by mutual written agreement of the parties.

8.2 The County, by giving written notice, may terminate this Agreement at any time without cause and without further obligation to Contractor except for payment due for deliverables provided and/or services performed prior to the effective date of termination. An equitable adjustment in the contracted price for partially completed tasks will be made by the County, but such adjustment shall not include compensation for loss of anticipated profit on uncompleted work.

8.3 If Contractor defaults by failing to perform any of its obligations under this Agreement, or becomes insolvent, is declared bankrupt or commits any act of bankruptcy or insolvency, or makes an assignment for the benefit of creditors, the County may, by written notice to Contractor, terminate the Agreement, and at the County's option, obtain performance of the work elsewhere. If the Agreement is terminated under this paragraph, Contractor shall not be entitled to receive any further payments under this Agreement until all of its obligations hereunder have been fully performed, and any extra cost or damage to the County shall be deducted from any money due or coming due to Contractor. Furthermore, in the event of termination under this paragraph, Contractor shall bear the costs of any extra expenses incurred by the County in completing the work, and all damages sustained, or which may be sustained, by the County.

8.4 Termination of this Agreement by any means provided herein shall not excuse any party's performance of its obligations hereunder through the effective date of termination, except that the County shall not be obligated to pay for services that have not been performed or deliverables that have not been provided.

8.5 If the termination results from acts or omissions of Contractor, including but not limited to misappropriation of funds provided hereunder, nonperformance of required services, and/or fiscal mismanagement, Contractor shall return to the County immediately any funds, misappropriated or unexpended, which have been paid to the Contractor by the County, together with applicable interest calculated at the rate of twelve percent (12%) per annum.

9. Indemnification

9.1 To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold the County and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal or bodily injury, sickness, disease or death, for any damage to or destruction of any property (including the loss of use resulting therefrom), and for any other claims, damages, losses, and expenses sustained by the County, which (1) are caused in whole or in part by any act or omission, negligent or otherwise, of Contractor, its employees, agents or volunteers, or Contractor's subcontractors, their employees, agents or volunteers; or (2) are directly or indirectly arising out of, resulting from, or otherwise connected with the performance of this Agreement; or (3) are based upon Contractor's or its subcontractors' use of, presence upon or proximity to the property of the County. This indemnification obligation of Contractor shall not apply in the limited circumstance where the claim, damage, loss or expense is caused by the sole negligence of the County. This indemnification obligation of Contractor shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and Contractor hereby expressly waives any immunity afforded by such acts. **The foregoing indemnification obligations of Contractor are a material inducement to the County to enter into this Agreement, are reflected in Contractor's compensation, and have been mutually negotiated by the parties.**

9.2 The County reserves the right, but not the obligation, to participate in the defense of any claim for damages, losses or expenses, and such participation shall not constitute a waiver of Contractor's indemnity obligations contained in any section of this Agreement.

9.3 In the event Contractor enters into subcontracts to the extent allowed under this Agreement, each such subcontractor shall indemnify the County on a basis equal to or exceeding Contractor's indemnity obligations to the County.

10. **Venue and Choice of Law**: In the event that any litigation should arise concerning this Agreement, the venue for such action shall be in the Superior Court of the State of Washington in and for the County of Kittitas. This Agreement shall be governed by the laws of the State of Washington.

11. **Non-Appropriation of Funds**: If the County does not appropriate sufficient funding for this Agreement for any future fiscal period, the County will not be obligated to make payments for services performed after the end of the last fiscal period for which sufficient funding was appropriated. No penalty or expense shall accrue to the County in the event this provision applies.

12. **Contractor Commitments, Warranties, and Representations**: Contractor represents and warrants as follows:

12.1 Contractor is duly incorporated, validly existing and in good standing under the laws of the State of Washington, and has all requisite corporate power and authority to enter into and to perform its obligations under this Agreement.

12.2 Contractor has the authority to execute this Agreement, to make the representations and warranties set forth herein, and to perform its obligations hereunder.

12.3 This Agreement has been validly executed by an authorized representative of Contractor and constitutes a valid and legally binding and enforceable obligation of Contractor.

12.4 Contractor holds, or will obtain prior to commencing work under this Agreement, such licenses, permits and other authorizations from federal, state and local governmental authorities, or from any applicable industrial or professional certification or licensing bodies, as are necessary for the lawful performance of its obligations under this Agreement, and will maintain such throughout the term of this Agreement.

12.5 Contractor is not in violation of any applicable law, ordinance or regulation the consequence of which will or may materially affect Contractor's ability to perform its obligations under this Agreement. Contractor is not subject to any order or judgment of any court, tribunal or governmental agency which materially and adversely affects its operations or assets in the State of Washington, or its ability to perform its obligations under this Agreement.

12.6 Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency.

12.7 None of the representations or warranties in this Agreement, and none of the documents, statements, certificates or schedules furnished by Contractor in connection with the performance of the obligations contemplated under this Agreement, contains or will contain any untrue statement of a material fact or omits or will omit a material fact necessary to make the statements of fact contained therein not misleading.

13 **Ownership of Items Produced**: All writings, programs, data, reports, films, recordings, or other materials prepared by Contractor and/or its consultants or subcontractors, in connection with the performance of this Agreement, shall be the sole and absolute property of the County. The County will have all rights of ownership therein, including but not limited to the right to use, copyright, trademark, and/or patent, and the ability to transfer any or all ownership rights.

14 **Intellectual Property Infringement**: Contractor will defend and indemnify the County from any claimed action, cause or demand brought against the County, to the extent such action is based on the claim that information and/or materials supplied by Contractor infringe any intellectual property rights of any third party(ies). Contractor will pay all costs and damages attributable to any such claims finally awarded against the County in any action. Such defense and payments are conditioned upon the following: (1) Contractor shall be notified promptly in writing by the County of any notice of such claim; and (2) Contractor shall have the right hereunder, at its option and expense, to obtain for the County the right to continue using the information and/or materials that are the subject of such claim, provided no reduction in performance or loss results to the County.

15 **Disputes**: Any dispute between the parties arising under or relating to this Agreement shall be resolved informally if possible. However, in the event such a dispute cannot be so resolved, it shall be adjudicated by a dispute board ("Dispute Board") in the following manner: Each party shall appoint one member to the Dispute Board, the members so appointed shall jointly appoint an additional member to the Dispute Board, and the Dispute Board will evaluate the facts, Agreement terms, and all applicable statutes and rules, and make a determination as to the proper resolution of the dispute. Such determination shall be final and binding on both parties. The cost of resolution will be borne as allocated by the Dispute Board. Alternatively, if agreed to in writing by both parties, the parties may forego the option of establishing a Dispute Board to adjudicate the dispute, and instead pursue arbitration, jointly selecting an arbitrator acceptable to both parties. In the event the parties choose to pursue arbitration, the parties agree that: (1) the fees and expenses of the arbitrator shall be shared equally by both parties to this Agreement, (2) each party shall bear its own costs and attorney fees, (3) arbitration shall be conducted according to the commercial arbitration procedures of the American Arbitration Association, and (4) the arbitrator's decision or award shall be final and binding on both parties.

16. **Confidentiality**: Contractor, its employees, agents and volunteers, and any of Contractor's subcontractors and their employees, agents and volunteers, shall maintain the confidentiality of all information provided by the County or acquired by Contractor in performance of this Agreement, except upon the prior written consent of the Kittitas County Prosecuting Attorney or an order entered by a court after having acquired jurisdiction over the County. Contractor shall immediately provide the County notice of any judicial proceedings seeking disclosure of such information. Contractor agrees to indemnify, defend and hold harmless the County and its departments, elected and appointed officials, employees, agents and volunteers from all loss or expense, including but not limited to settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision. Notwithstanding the foregoing, and to the extent that any information obtained by the Contractor hereunder is required to be shared with others by the explicit terms of the Scope of Work, this provision shall not be construed as prohibiting such sharing, provided there are no applicable laws or regulations prohibiting same.

17. **Notices**: Written notices required or permitted to be provided by one party to the other party under this Agreement may be provided by personal delivery, legal courier service, or certified mail, postage prepaid and return receipt requested. Notice may be provided by regular first-class mail if simultaneous notice is provided by email. Notices given by Contractor shall be provided to the County's point of contact listed on page 1 of this Agreement, at the address there listed, and to the department head of the county department for which services under this Agreement are rendered. Notices given by the County shall be provided to Contractor at Contractor's address listed on page 1 of this Agreement.

18. **Prevailing Wage**: Where labor to be performed under this Agreement is considered "public work" as defined in RCW 39.04.010, Contractor shall pay the prevailing rate of wages to all workers, laborers, or mechanics employed in the performance of work under this Agreement in accordance with RCW 39.12 and the rules and regulations of the Washington State Department of Labor and Industries. The schedule of prevailing wage rates for the applicable locality or localities is determined by the Industrial Statistician of the Department of Labor and Industries. It is Contractor's responsibility to verify the applicable prevailing wage rate. It is understood that Contractor is responsible for obtaining and completing all required government forms relating to prevailing wage and submitting same to the proper authorities. Disputes regarding prevailing wage rates shall be referred for arbitration to the Director of the Department of Labor and Industries. The arbitration decision shall be final and conclusive and binding on all parties involved in the dispute as provided for in RCW 39.12.060.

19. **Standard of Care**: Contractor shall perform its duties hereunder in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession or industry as Contractor currently practicing or working under similar circumstances. Contractor shall, without additional compensation, correct any of its services not meeting such a standard.

20 Nondiscrimination

20.1 In the performance of this Agreement, Contractor will not discriminate against any employee or applicant for employment on the grounds of age, race, creed, color, national origin, citizenship or immigration status, sex, sexual orientation, marital status, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by a person with a disability; provided that the prohibition against discrimination because of such disability shall not apply if the particular disability prevents the proper performance of the particular worker involved. Contractor shall ensure that applicants are employed, and that employees are treated during employment, without discrimination because of their age, race, creed, color, national origin, citizenship or immigration status, sex, sexual orientation, marital status, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by a person with a disability. Such requirements apply, without limitation, to the following: employment, promotion, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training, including apprenticeships. Contractor shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.

20.2 Contractor will not discriminate against any recipient of any services or benefits provided for under this Agreement on the grounds of age, race, creed, color, national origin, citizenship or immigration status, sex, sexual orientation, marital status, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by a person with a disability.

20.3 If any assignment and/or subcontracting has been authorized by the County, said assignment or subcontract shall include appropriate safeguards against discrimination.

21. **Waiver** The waiver of any default or breach of this Agreement, or the failure of a party to enforce any provision hereof or to exercise any right or privilege hereunder, shall not be deemed to waive any prior or subsequent default or breach, the enforcement of any provision hereof, or the exercise of any right or privilege hereunder, unless otherwise stated in a writing, signed by the parties hereto.

22. **Headings**: The headings of sections and paragraphs of this Agreement are for convenience of reference only and are not intended to restrict, affect, or be of any weight in the interpretation or construction of the provisions of such sections or paragraphs.

23 **Survival**: The provisions of paragraphs 2, 3, 4, 6, 8, 9, 10, 13, 14, 15, 16, 17, 19, 20, 22, 24, and 28 of these General Terms and Conditions shall survive the completion, expiration, termination or cancellation of this Agreement for any reason.

24. **Complete Agreement**: This Agreement constitutes the entire agreement between the parties and supersedes any and all other agreements, understandings, negotiations and discussions, oral or written, express or implied, regarding the work to be performed hereunder. The parties agree that no other representations, inducements, promises, agreements, or warranties relating to this Agreement, oral or otherwise, have been made between the parties. Except as provided elsewhere in this Agreement, no modification or waiver of this Agreement shall be valid or binding unless in writing and signed by the parties.

25. **Severability**: If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this Agreement are declared to be severable.

26. **Time**: Time is of the essence in the performance of this Agreement unless otherwise agreed between the parties in a signed writing.

27. **Construction**: This Agreement has been mutually reviewed and negotiated by the parties, and should not be construed against the drafter.

28. **Agreement Not for Benefit of Third Parties**: This Agreement is entered into solely for the benefit of the parties hereto and vests no rights in, nor is it enforceable by, any third parties.

ATTACHMENT "E"

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)
City of Cle Elum

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☑ Other (see instructions) municipality

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐

5 Address (number, street, and apt. or suite no.) See instructions.
119 W. First Street

Requester's name and address (optional)

6 City, state, and ZIP code
Cle Elum WA 98922

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
___ - ___ - ____

or

Employer identification number
91-6001239

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person [signature] Date 12-10-25

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Cat. No. 10231X Form **W-9** (Rev. 3-2024)

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under *"By signing the filled-out form"* above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

- **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

- **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.
- **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.
- **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.
- **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

2—The United States or any of its agencies or instrumentalities.

3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.

5—A corporation.

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.

7—A futures commission merchant registered with the Commodity Futures Trading Commission.

8—A real estate investment trust.

9—An entity registered at all times during the tax year under the Investment Company Act of 1940.

10—A common trust fund operated by a bank under section 584(a).

11—A financial institution as defined under section 581.

12—A middleman known in the investment community as a nominee or custodian.

13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5.[2]
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

[1] See Form 1099-MISC, Miscellaneous Information, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/EIN*. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Go to *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

2025 LODGING TAX SERVICES AGREEMENT
BETWEEN KITTITAS COUNTY AND THE CITY OF CLE ELUM
FOR THE WA STATE HORSE PARK FACILITIES EXPANSION
LSC-2025-004

This Agreement for Services (hereinafter "Agreement") is entered into by and between **Kittitas County** (hereinafter "County"), a political subdivision of the State of Washington, and **The City of Cle Elum** (hereinafter "Contractor").

The purpose of this Agreement is as follows: is to provide for Tourism-Related, Large-Scale Municipality Owned Capital Projects relating to activities and expenditures designed to increase tourism.

The term of this Agreement shall be from November 4, 2025, through December 31, 2030, unless the Agreement is terminated early or its term is extended as provided herein.

The parties' addresses and points of contact for the administration of this Agreement are as follows:

COUNTY

Lisa Bugni
Kittitas County Auditor's Office
205 West 5th Ave, Suite 105
Ellensburg, WA 98926
auditorsaccounting@co.kittitas.wa.us
509-962-7552

CONTRACTOR

Matthew Lundh
City of Cle Elum
119 W First Street
Cle Elum, WA 98922
mlundh@cleelum.gov
509-304-4576

This Agreement includes the following, which are attached hereto and hereby incorporated by this reference:

Attachment "A":	Scope of Work
Attachment "B":	Compensation
Attachment "C":	Insurance Requirements
Attachment "D":	General Terms and Conditions
Attachment "E":	W-9 (Contractor must complete and return to the County for payment)

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the parties through their authorized representatives, effective as of the latest date written below.

KITTITAS COUNTY	**CONTRACTOR**
BOARD OF COUNTY COMMISSIONERS	
Chair	Signature
Vice-Chair	Matthew Lundh Printed Name
Commissioner	Mayor Title
Date: 11/04/25	Date: 12/10/25
Attest:	
Clerk of the Board	

Kittitas County Commissioners Kittitas County Washington SEAL

ATTACHMENT "A"

SCOPE OF WORK

Contractor is eligible to claim reimbursement for the following items only

- **Security fencing**
- **Additional RV sites**
- **Permanent barn pads for stalls**
- **New parking spaces**
- **Portable bleachers**

Project Timeline:

- **2025-2026 Planning and Permits**
- **Spring 2026 Construction Start**
- **Fall 2027 Project Completion**
- **The facility will be open to the public during construction**

Written Annual Project Reports from Contractor are required by the County to be received by November of each year while the contract is in effect.

They can be sent to:
Lisa Bugni
Kittitas County Auditor's Office
205 West 5th Ave, Suite 105
Ellensburg, WA 98926
auditorsaccounting@co.kittitas.wa.us

ATTACHMENT "B"

COMPENSATION

THE COUNTY WILL NOT PROCESS PAYMENT FOR SERVICES RENDERED UNDER THIS AGREEMENT UNTIL CONTRACTOR SUBMITS A COMPLETED W-9 (SEE ATTACHMENT "E").

a. As full compensation for satisfactory performance of the Contractor's Services, the County agrees to pay Contractor the sum of Three Million Two Hundred Seventy-Five Thousand Dollars ($3,275,000) to be used for capital project City of Cle Elum WA State Horse Park Facilities Expansion, based upon the awarded project.

   All funds must be spent by December 31, 3030, no extension of the funding period will be granted.

b. Additional payment terms: The County will make quarterly payments to the Contractor only on a reimbursement basis, as detailed receipts with the completed Blank Form Lodging Tax Reimbursement for any items that are submitted to the County, not to exceed the sum of Three Million Two Hundred Seventy-Five Thousand Dollars ($3,275,000) to be used for capital project—City of Cle Elum WA State Horse Park Facilities Expansion.

c. Final date to submit reimbursement is **December 31, 3030** after this date the funds lapse.

d. Submit reimbursements to:

Lisa Bugni
Kittitas County Auditor's Office
205 West 5th Ave, Ste 105
Ellensburg, WA 98926
auditorsaccounting@co.kittitas.wa.us

ATTACHMENT "C"

INSURANCE REQUIREMENTS

Contractor shall secure and maintain in effect at all times during performance of work under this Agreement such insurance as will protect Contractor, its employees, and agents from all claims, losses, harm, costs, liabilities, damages and expenses arising out of Contractor's performance under this Agreement, including but not limited to personal injury (including death) or property damage.

All insurance shall be issued by companies admitted to do business in the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports unless otherwise approved by the County. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.

At a minimum, Contractor shall maintain and provide proof of the following selected options:

☐ Commercial General Liability Insurance
- Coverage limits not less than:
  - $1,000,000 per occurrence, for all covered losses
  - $2,000,000 general aggregate
  - $1,000,000 products & completed operations aggregate
  - $1,000,000 personal and advertising injury, each offense
- The policy must be endorsed to include the County and its officials, employees and agents as additional insureds.

☐ Commercial Automobile Liability Insurance
- Automobile Liability for owned, non-owned, hired, and leased vehicles, with an MCS 90 endorsement and a CA 9948 endorsement attached if 'pollutants' are to be transported.
- Coverage limits not less than:52
  - $1,000,000 combined single limit

☐ Excess or Umbrella Liability
- Contractor shall provide Excess or Umbrella Liability coverage of $5,000,000. This Excess or Umbrella Liability coverage shall apply, at a minimum, to both the Commercial General and Automobile Insurance policy coverages. If used to meet limit requirements, coverage must be at least as broad as specified for underlying coverages, and must cover those insured in the underlying policies.
- This requirement may alternatively be satisfied through Contractor's primary Commercial General and Automobile Liability coverage, or any combination thereof.
- The policy must be endorsed to include the County and its officials, employees and agents as additional insureds.
- Coverage shall be "pay on behalf", with defense costs payable in addition to policy limits.
- There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another.

☐ Workers' Compensation & Employer's Liability
- Contractor shall provide Workers Compensation and Employer's Liability insurance on a state-approved policy form providing benefits as required by law with employer's liability limits no less than $1,000,000 per accident or disease.

☐ Professional Liability / Errors and Omissions Liability

- Coverage limits not less than:
  - $1,000,000 each claim
- Contractor must provide evidence of this coverage on a policy form appropriate to Contractor's profession.

☐ Other insurance coverage as deemed appropriate by either the County Risk Manager or the assigned Deputy Prosecuting Attorney. Additional insurance types which the County may need to require (non-exhaustive list): Cyber, Pollution, Aircraft, Watercraft, Liquor, Crime/Fidelity, Sexual Abuse & Molestation, Jones Act, Longshoremen/Harborworkers, Marine.

Contractor shall furnish to the County a Certificate of Insurance, with endorsement where required above, as evidence that policies providing insurance required by this Agreement are in full force and effect. Contractor's insurance policies required above must apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to the County.

Contractor agrees to provide notice to the County at least thirty (30) days prior to cancellation, or any material alteration or non-renewal, of any of the above-required insurance coverages.

Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, machinery, equipment, or motor vehicles owned or utilized by Contractor, or Contractor's agents, employees, suppliers or contractors, as well as to any temporary structures, scaffolding and/or protective fences.

Contractor shall have sole responsibility for ensuring the insurance coverage and limits required herein are also obtained by any subcontractors.

NOTE: Notwithstanding any other provision(s) of this Agreement, no contract shall form under this Agreement until and unless the following are provided to the County: (1) a copy of the Certificate(s) of Insurance with all required endorsements, properly completed and in the amounts required, and (2) where requested by the County, a copy of the required insurance policies, including all required endorsements.

ATTACHMENT "D"

GENERAL TERMS AND CONDITIONS

1. **Scope of Contractor's Services**: Contractor agrees to provide to the County services as set forth in their grant application submitted to the Lodging Tax Advisory Committee, attached to and incorporated herein by reference, and included as Attachment "A" to this Agreement. No materials, labor, or facilities will be furnished by the County, unless otherwise provided herein. All work performed under this Agreement shall comply with applicable laws and regulations.

Except as otherwise specifically provided in this Agreement, Contractor shall furnish the following as required to perform the services, described above, in accordance with this Agreement: Personnel, labor and supervision; technical, professional and other services. All such services, property and other items furnished or required to be furnished, together with all other obligations performed, or required to be performed, by Contractor under this Agreement are collectively referred to herein as "Services."

Contractor warrants that the lodging tax funds shall be used only as allowed for in RCW 67.28.1816 as currently existing or subsequently amended.

Contractor shall commence, perform and complete such Services in accordance with any and all attachments to this Agreement.

Lodging Tax funds provided hereunder shall be used only for the activities, operations, and expenditures expressly authorized by this Agreement. In the event Contractor: (i) fails to expend the Lodging Tax funds as required by this Agreement, and/or (ii) utilizes such funds for any other purpose, then any funds received by Contactor hereunder and not properly accounted for shall, without prejudice to any other applicable remedy or penalty, be repaid to the County together with applicable interest calculated at the rate of twelve percent (12%) per annum.

The Contractor shall not pledge, mortgage, assign, or otherwise encumber any grant funds, or any property acquired or improved with grant funds. Any attempt to do so shall be null and void and of no effect against Kittitas County.

2. **Accounting and Payment**: Compensation to Contractor for services rendered under this Agreement shall be as set forth in Attachment "B". Where Attachment "B" requires payment(s) by the County, payment shall be based upon billings, supported unless provided otherwise in Attachment "B", by documentation of units of work performed and amounts earned, including, where appropriate, the total number of hours for the month and the total dollar payment requested. Unless specifically stated in Attachment "B", the County will not reimburse Contractor for any costs or expenses incurred by Contractor in performance of this Agreement. Where required, the County shall, upon receipt of appropriate documentation, compensate Contractor, no more often than monthly, through the County voucher system, for Contractor's services pursuant to the fee schedule set forth in Attachment "B". In the event Contractor fails to perform any of its obligations under this Agreement within the time specified herein, then the County may withhold all monies due and payable to Contractor until such failure to perform is cured or otherwise adjudicated. The County will not process payment for services rendered under this Agreement until Contractor submits a completed W-9 (See Attachment "E").

3. **Taxes**: Contractor understands and acknowledges that the County will not withhold Federal or State income taxes from payments made to Contractor. Where required by State or Federal law, Contractor authorizes the County to make withholding for any taxes other than income taxes (e.g., Medicare). All

compensation received by Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with applicable IRS regulations. It is the responsibility of Contractor to make its necessary estimated tax payments throughout the year, if any, and Contractor is solely liable for any tax obligation arising from Contractor's performance of this Agreement.

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. Contractor must pay all other taxes, including but not limited to: business and occupation tax; or taxes based on (1) Contractor's gross or net income, or (2) personal property to which the County does not hold title. The County is exempt from federal excise tax.

4. **Independent Contractor**: Contractor's services shall be furnished by Contractor as an independent contractor, and nothing stated herein shall be construed to create a relationship of employer-employee or a guarantee of future employment. Contractor acknowledges that its entire compensation under this Agreement is specified in Attachment "B", and that Contractor is not entitled to any County benefits, including but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to Kittitas County employees.

5. **Assignment and Subcontracting**: This Agreement may not be assigned or subcontracted in whole or in part without the express prior written approval of the County.

6. **Right to Review; Maintenance of Records**: This Agreement is subject to review by any Federal or State auditor. The County or its designee shall have the right to review and monitor the financial and service components of the work performed under this Agreement by whatever means are deemed expedient by the County. Such review may occur with or without notice, and may include, without limitation, on-site inspection, inspection of all records or other materials which the County deems pertinent, and any and all communications with or evaluation by service recipients under this Agreement. Contractor shall preserve and maintain all records relating to this Agreement for six (6) years after termination or expiration of the Agreement, and upon request shall make them available for review by any Federal or State auditor, the County, and/or any persons authorized by the County.

7. **Modification**

7.1. This Agreement may be amended by mutual agreement of the parties. Any such amendment shall be in writing and signed by both parties.

7.2 The County may unilaterally amend this Agreement at any time by written notice ("Change Notice") to Contractor, to modify the work to be performed under this Agreement, within the general scope of the Agreement. Such changes may include, but are not limited to, changes in the exact scope of work to be performed (including modification, substitution, addition, or deletion of required tasks) and changes to the schedule of performance. If any such Change Notice causes an increase or decrease to Contractor's cost of, or the time required for, performance of the work, an equitable adjustment in the compensation to Contractor and/or in the schedule for the performance of the work shall be made by the County to reflect such an increase or decrease. Notwithstanding any dispute or delay in arriving at a mutually acceptable equitable adjustment, Contractor shall proceed in accordance with all Change Notices. Within thirty (30) days after receipt of any Change Notice which, in Contractor's opinion, lacks an adequate adjustment, Contractor must submit to the County a written statement requesting a modified adjustment; otherwise, Contractor will forfeit its right to any such modified adjustment. The County retains the final right to determine adjustments hereunder.

8. Termination

8.1 This Agreement may be terminated at any time by mutual written agreement of the parties.

8.2 The County, by giving written notice, may terminate this Agreement at any time without cause and without further obligation to Contractor except for payment due for deliverables provided and/or services performed prior to the effective date of termination. An equitable adjustment in the contracted price for partially completed tasks will be made by the County, but such adjustment shall not include compensation for loss of anticipated profit on uncompleted work.

8.3 If Contractor defaults by failing to perform any of its obligations under this Agreement, or becomes insolvent, is declared bankrupt or commits any act of bankruptcy or insolvency, or makes an assignment for the benefit of creditors, the County may, by written notice to Contractor, terminate the Agreement, and at the County's option, obtain performance of the work elsewhere. If the Agreement is terminated under this paragraph, Contractor shall not be entitled to receive any further payments under this Agreement until all of its obligations hereunder have been fully performed, and any extra cost or damage to the County shall be deducted from any money due or coming due to Contractor. Furthermore, in the event of termination under this paragraph, Contractor shall bear the costs of any extra expenses incurred by the County in completing the work, and all damages sustained, or which may be sustained, by the County.

8.4 Termination of this Agreement by any means provided herein shall not excuse any party's performance of its obligations hereunder through the effective date of termination, except that the County shall not be obligated to pay for services that have not been performed or deliverables that have not been provided.

8.5 If the termination results from acts or omissions of Contractor, including but not limited to misappropriation of funds provided hereunder, nonperformance of required services, and/or fiscal mismanagement, Contractor shall return to the County immediately any funds, misappropriated or unexpended, which have been paid to the Contractor by the County, together with applicable interest calculated at the rate of twelve percent (12%) per annum.

9. Indemnification

9.1 To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold the County and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal or bodily injury, sickness, disease or death, for any damage to or destruction of any property (including the loss of use resulting therefrom), and for any other claims, damages, losses, and expenses sustained by the County, which (1) are caused in whole or in part by any act or omission, negligent or otherwise, of Contractor, its employees, agents or volunteers, or Contractor's subcontractors, their employees, agents or volunteers; or (2) are directly or indirectly arising out of, resulting from, or otherwise connected with the performance of this Agreement; or (3) are based upon Contractor's or its subcontractors' use of, presence upon or proximity to the property of the County. This indemnification obligation of Contractor shall not apply in the limited circumstance where the claim, damage, loss or expense is caused by the sole negligence of the County. This indemnification obligation of Contractor shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and Contractor hereby expressly waives any immunity afforded by such acts. **The foregoing indemnification obligations of Contractor are a material inducement to the County to enter into this Agreement, are reflected in Contractor's compensation, and have been mutually negotiated by the parties.**

9.2 The County reserves the right, but not the obligation, to participate in the defense of any claim for damages, losses or expenses, and such participation shall not constitute a waiver of Contractor's indemnity obligations contained in any section of this Agreement.

9.3 In the event Contractor enters into subcontracts to the extent allowed under this Agreement, each such subcontractor shall indemnify the County on a basis equal to or exceeding Contractor's indemnity obligations to the County.

10. **Venue and Choice of Law**: In the event that any litigation should arise concerning this Agreement, the venue for such action shall be in the Superior Court of the State of Washington in and for the County of Kittitas. This Agreement shall be governed by the laws of the State of Washington.

11. **Non-Appropriation of Funds**: If the County does not appropriate sufficient funding for this Agreement for any future fiscal period, the County will not be obligated to make payments for services performed after the end of the last fiscal period for which sufficient funding was appropriated. No penalty or expense shall accrue to the County in the event this provision applies.

12. **Contractor Commitments, Warranties, and Representations**: Contractor represents and warrants as follows:

12.1 Contractor is duly incorporated, validly existing and in good standing under the laws of the State of Washington, and has all requisite corporate power and authority to enter into and to perform its obligations under this Agreement.

12.2 Contractor has the authority to execute this Agreement, to make the representations and warranties set forth herein, and to perform its obligations hereunder.

12.3 This Agreement has been validly executed by an authorized representative of Contractor and constitutes a valid and legally binding and enforceable obligation of Contractor.

12.4 Contractor holds, or will obtain prior to commencing work under this Agreement, such licenses, permits and other authorizations from federal, state and local governmental authorities, or from any applicable industrial or professional certification or licensing bodies, as are necessary for the lawful performance of its obligations under this Agreement, and will maintain such throughout the term of this Agreement.

12.5 Contractor is not in violation of any applicable law, ordinance or regulation the consequence of which will or may materially affect Contractor's ability to perform its obligations under this Agreement. Contractor is not subject to any order or judgment of any court, tribunal or governmental agency which materially and adversely affects its operations or assets in the State of Washington, or its ability to perform its obligations under this Agreement.

12.6 Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency.

12.7 None of the representations or warranties in this Agreement, and none of the documents, statements, certificates or schedules furnished by Contractor in connection with the performance of the obligations contemplated under this Agreement, contains or will contain any untrue statement of a material fact or omits or will omit a material fact necessary to make the statements of fact contained therein not misleading.

13 **Ownership of Items Produced**: All writings, programs, data, reports, films, recordings, or other materials prepared by Contractor and/or its consultants or subcontractors, in connection with the performance of this Agreement, shall be the sole and absolute property of the County. The County will have all rights of ownership therein, including but not limited to the right to use, copyright, trademark, and/or patent, and the ability to transfer any or all ownership rights.

14 **Intellectual Property Infringement**: Contractor will defend and indemnify the County from any claimed action, cause or demand brought against the County, to the extent such action is based on the claim that information and/or materials supplied by Contractor infringe any intellectual property rights of any third party(ies). Contractor will pay all costs and damages attributable to any such claims finally awarded against the County in any action. Such defense and payments are conditioned upon the following: (1) Contractor shall be notified promptly in writing by the County of any notice of such claim; and (2) Contractor shall have the right hereunder, at its option and expense, to obtain for the County the right to continue using the information and/or materials that are the subject of such claim, provided no reduction in performance or loss results to the County.

15 **Disputes**: Any dispute between the parties arising under or relating to this Agreement shall be resolved informally if possible. However, in the event such a dispute cannot be so resolved, it shall be adjudicated by a dispute board ("Dispute Board") in the following manner: Each party shall appoint one member to the Dispute Board, the members so appointed shall jointly appoint an additional member to the Dispute Board, and the Dispute Board will evaluate the facts, Agreement terms, and all applicable statutes and rules, and make a determination as to the proper resolution of the dispute. Such determination shall be final and binding on both parties. The cost of resolution will be borne as allocated by the Dispute Board. Alternatively, if agreed to in writing by both parties, the parties may forego the option of establishing a Dispute Board to adjudicate the dispute, and instead pursue arbitration, jointly selecting an arbitrator acceptable to both parties. In the event the parties choose to pursue arbitration, the parties agree that: (1) the fees and expenses of the arbitrator shall be shared equally by both parties to this Agreement, (2) each party shall bear its own costs and attorney fees, (3) arbitration shall be conducted according to the commercial arbitration procedures of the American Arbitration Association, and (4) the arbitrator's decision or award shall be final and binding on both parties.

16. **Confidentiality**: Contractor, its employees, agents and volunteers, and any of Contractor's subcontractors and their employees, agents and volunteers, shall maintain the confidentiality of all information provided by the County or acquired by Contractor in performance of this Agreement, except upon the prior written consent of the Kittitas County Prosecuting Attorney or an order entered by a court after having acquired jurisdiction over the County. Contractor shall immediately provide the County notice of any judicial proceedings seeking disclosure of such information. Contractor agrees to indemnify, defend and hold harmless the County and its departments, elected and appointed officials, employees, agents and volunteers from all loss or expense, including but not limited to settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision. Notwithstanding the foregoing, and to the extent that any information obtained by the Contractor hereunder is required to be shared with others by the explicit terms of the Scope of Work, this provision shall not be construed as prohibiting such sharing, provided there are no applicable laws or regulations prohibiting same.

17. **Notices**: Written notices required or permitted to be provided by one party to the other party under this Agreement may be provided by personal delivery, legal courier service, or certified mail, postage prepaid and return receipt requested. Notice may be provided by regular first-class mail if simultaneous notice is provided by email. Notices given by Contractor shall be provided to the County's point of contact listed on page 1 of this Agreement, at the address there listed, and to the department head of the county department for which services under this Agreement are rendered. Notices given by the County shall be provided to Contractor at Contractor's address listed on page 1 of this Agreement.

18. **Prevailing Wage**: Where labor to be performed under this Agreement is considered "public work" as defined in RCW 39.04.010, Contractor shall pay the prevailing rate of wages to all workers, laborers, or mechanics employed in the performance of work under this Agreement in accordance with RCW 39.12 and the rules and regulations of the Washington State Department of Labor and Industries. The schedule of prevailing wage rates for the applicable locality or localities is determined by the Industrial Statistician of the Department of Labor and Industries. It is Contractor's responsibility to verify the applicable prevailing wage rate. It is understood that Contractor is responsible for obtaining and completing all required government forms relating to prevailing wage and submitting same to the proper authorities. Disputes regarding prevailing wage rates shall be referred for arbitration to the Director of the Department of Labor and Industries. The arbitration decision shall be final and conclusive and binding on all parties involved in the dispute as provided for in RCW 39.12.060.

19. **Standard of Care**: Contractor shall perform its duties hereunder in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession or industry as Contractor currently practicing or working under similar circumstances. Contractor shall, without additional compensation, correct any of its services not meeting such a standard.

20 Nondiscrimination

20.1 In the performance of this Agreement, Contractor will not discriminate against any employee or applicant for employment on the grounds of age, race, creed, color, national origin, citizenship or immigration status, sex, sexual orientation, marital status, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by a person with a disability; provided that the prohibition against discrimination because of such disability shall not apply if the particular disability prevents the proper performance of the particular worker involved. Contractor shall ensure that applicants are employed, and that employees are treated during employment, without discrimination because of their age, race, creed, color, national origin, citizenship or immigration status, sex, sexual orientation, marital status, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by a person with a disability. Such requirements apply, without limitation, to the following: employment, promotion, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training, including apprenticeships. Contractor shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.

20.2 Contractor will not discriminate against any recipient of any services or benefits provided for under this Agreement on the grounds of age, race, creed, color, national origin, citizenship or immigration status, sex, sexual orientation, marital status, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by a person with a disability.

20.3 If any assignment and/or subcontracting has been authorized by the County, said assignment or subcontract shall include appropriate safeguards against discrimination.

21. **Waiver** The waiver of any default or breach of this Agreement, or the failure of a party to enforce any provision hereof or to exercise any right or privilege hereunder, shall not be deemed to waive any prior or subsequent default or breach, the enforcement of any provision hereof, or the exercise of any right or privilege hereunder, unless otherwise stated in a writing, signed by the parties hereto.

22. **Headings**: The headings of sections and paragraphs of this Agreement are for convenience of reference only and are not intended to restrict, affect, or be of any weight in the interpretation or construction of the provisions of such sections or paragraphs.

23 **Survival**: The provisions of paragraphs 2, 3, 4, 6, 8, 9, 10, 13, 14, 15, 16, 17, 19, 20, 22, 24, and 28 of these General Terms and Conditions shall survive the completion, expiration, termination or cancellation of this Agreement for any reason.

24. **Complete Agreement**: This Agreement constitutes the entire agreement between the parties and supersedes any and all other agreements, understandings, negotiations and discussions, oral or written, express or implied, regarding the work to be performed hereunder. The parties agree that no other representations, inducements, promises, agreements, or warranties relating to this Agreement, oral or otherwise, have been made between the parties. Except as provided elsewhere in this Agreement, no modification or waiver of this Agreement shall be valid or binding unless in writing and signed by the parties.

25. **Severability**: If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this Agreement are declared to be severable.

26. **Time**: Time is of the essence in the performance of this Agreement unless otherwise agreed between the parties in a signed writing.

27. **Construction**: This Agreement has been mutually reviewed and negotiated by the parties, and should not be construed against the drafter.

28. **Agreement Not for Benefit of Third Parties**: This Agreement is entered into solely for the benefit of the parties hereto and vests no rights in, nor is it enforceable by, any third parties.

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)
City of Cle Elum

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☑ Other (see instructions) municipality

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐

5 Address (number, street, and apt. or suite no.). See instructions.
119 W. First Street

Requester's name and address (optional)

6 City, state, and ZIP code
Cle Elum WA 98922

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number
91-6001239

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person Debbie S Date 12-10-25

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under *"By signing the filled-out form"* above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

- **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

- **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.
- **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.
- **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.
- **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

2—The United States or any of its agencies or instrumentalities.

3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.

5—A corporation.

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.

7—A futures commission merchant registered with the Commodity Futures Trading Commission.

8—A real estate investment trust.

9—An entity registered at all times during the tax year under the Investment Company Act of 1940.

10—A common trust fund operated by a bank under section 584(a).

11—A financial institution as defined under section 581.

12—A middleman known in the investment community as a nominee or custodian.

13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5.[2]
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

[1] See Form 1099-MISC, Miscellaneous Information, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/EIN*. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[3]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

*Note: The grantor must also provide a Form W-9 to the trustee of the trust.

**For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Go to *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

2025 Lodging Tax Fund Application

Name of Applicant: Intermountain Foundation

Name of Event: Crave! TV

Date Received: RECEIVED MAR 16 2026 RECEIVED [redacted]

Received By:

APPLICATION FOR LODGING TAX GRANT FUNDING

Application Year: 2026

Name of Organization: Intermountain Foundation

Organization mailing address: 9922 E montgomery Dr. STE 14
Spokane Valley WA 99206

Organization contact person & title: Rachael Ludwick
Executive Director

Organization/contact phone: (509)690-0353

Email: rachael@intermountainpnw.org

Organization Website: intermountainpnw.org

Federal Tax ID Number: 815319087 UBI Number: 604085875

Organization is a (select one):

- [ ] Government Entity
- [x] 501(c)3
- [ ] 501(c)6
- [ ] Other _____

(note: you must submit 501(c)3 or 501(c)6 approval documentation – see sample document)

Project/Event Name: Crave! TV

Project/Event Date: TBD on agreed upon filming date

Project/Event Location: City of CleElum

Amount of Funding Requested: $15000

For which funding category do you qualify (check one) (see instructions for definitions):

- [x] New Project/Event
- [ ] Ongoing Project/Event Support

Estimated # of overnight stays: 100-250

Tourism Seasons: From the list below, what season will your project enhance tourism? Please indicate the appropriate season.

	Season:	Months:
[x]	Year-round	January – December
[ ]	Off season	November – February
[ ]	Shoulder season	October or March - May
[ ]	High season	June – September

LTAC Grant Responses – CRAVE! TV Destination Episode (Cle Elum / Kittitas County)

1. Project Description & Tourism Audience

CRAVE! TV is a regional television program dedicated to showcasing culinary destinations, local agriculture, craft beverages, outdoor recreation, and the people who define the unique culture of the Pacific Northwest.

This project will produce a **destination-focused episode of CRAVE! TV highlighting Cle Elum and Kittitas County** as a travel destination for food, outdoor adventure, and agritourism experiences. The episode will feature local restaurants, farms, producers, outdoor landscapes, and tourism activities that encourage viewers to travel to the region.

The completed episode will be broadcast during Sunday primetime on **FOX 13 Seattle**, **FOX 41 Tri-Cities**, and **FOX 28 Spokane**, reaching viewers across three major Washington media markets.

The purpose of this broadcast is to inspire regional travelers to visit Cle Elum and explore Kittitas County through its food, hospitality, and outdoor recreation offerings. By highlighting local businesses and experiences, the program encourages weekend travel, overnight stays, and extended visits to the region.

Target Tourism Audience

CRAVE! TV is designed to reach and inspire the following tourism audiences:

- Culinary travelers seeking regional food experiences
- Outdoor recreation travelers interested in hiking, biking, and mountain destinations
- Couples and friend groups planning weekend getaways
- Wine, brewery, and farm-to-table enthusiasts
- Residents of Western Washington seeking short-drive destination trips

These audiences are primarily located in the Seattle metropolitan area and surrounding regions, making Cle Elum an ideal **drive-to tourism destination**.

Itemized Use of LTAC Funds

The requested **$15,000 in LTAC funding** will directly support the production and regional broadcast distribution of the Cle Elum destination episode of CRAVE! TV.

Itemized Budget

$8,000 – Video Production
Filming of tourism segments featuring Cle Elum restaurants, farms, outdoor destinations, and local experiences. Cast and crew plus travel fees.

$2,500 – Broadcast Distribution
Regional television placement and broadcast scheduling across Fox affiliate stations in the Seattle, Spokane, and Tri-Cities markets.

$2,500 – Post-Production & Editing
Professional editing, motion graphics, music licensing, and tourism-focused storytelling.

$2,000 – Broadcast Delivery & Media Encoding
Formatting, encoding, and delivery of the episode to Fox affiliate stations for scheduled primetime broadcast.

This funding will ensure the episode reaches a broad regional audience and effectively promotes Cle Elum and Kittitas County as a travel destination.

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2. Estimated Increase in Tourism Travel

The CRAVE! TV Cle Elum destination episodes will be produced and broadcast at least twice across regional FOX affiliate stations, including **FOX 13 Seattle**, **FOX 41 Tri-Cities**, and **FOX 28 Spokane**. Once aired twice, it will be placed in the lineup for reruns as well as be live on our Crave! Youtube channel forever. These combined broadcast markets reach approximately three million households across Washington State, providing significant exposure to potential visitors within driving distance of Cle Elum and Kittitas County.

Based on typical viewership estimates for regional lifestyle programming and standard tourism marketing conversion models, the broadcast is projected to inspire measurable increases in visitor travel to the area.

Estimated tourism travel generated by the project includes:

I. Visitors staying overnight in paid accommodations:
Approximately **200–400 visitors**, representing an estimated **100–200 hotel room nights**, assuming an average travel party size of two people per room.

II. Visitors traveling more than 50 miles for the day or overnight:
Approximately **500–900 visitors** traveled from outside the immediate Cle Elum area, primarily from the Seattle metropolitan region and other parts of Washington State.

III. Visitors traveling from outside Washington State or internationally:
Approximately **50–100 visitors**, including travelers who live outside Washington but regularly visit the state for outdoor recreation and leisure travel.

Evidence supporting these projections includes broadcast household reach estimates for the FOX affiliate markets, tourism marketing conversion benchmarks showing that approximately **0.5%–2% of viewers exposed to destination media develop travel intent**, and statewide tourism research from the **Washington Tourism Marketing Authority**, which reports strong demand for regional leisure travel and outdoor recreation experiences within Washington State.

Because Cle Elum is located within a convenient drive from major population centers, destination storytelling through CRAVE! TV is expected to be particularly effective in motivating short-distance tourism visits to the area.

3. Estimated Tourism Impact

Based on regional broadcast reach and typical tourism marketing conversion rates, the Cle Elum destination episode of CRAVE! TV is expected to generate measurable tourism interest.

Projected Tourism Impact

- **Visitors traveling more than 50 miles:** 400–700 individuals
- **Visitors staying overnight in paid accommodations:** 200–350 individuals
- **Visitors traveling from outside Washington State:** 50–100 individuals

Because Cle Elum is a popular **drive-to destination from the Seattle area**, the broadcast on **FOX 13 Seattle** is expected to generate the greatest tourism interest and visitation.

Evidence Used for Projections

These estimates are based on:

- Nielsen broadcast household reach for Fox affiliate markets
- Typical tourism marketing conversion rates (0.1–0.5% engagement leading to travel intent)
- Travel behavior patterns for short-distance tourism destinations
- Regional tourism trends showing strong demand for culinary and outdoor experiences

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Measuring Tourism Impact

CRAVE! TV will measure the effectiveness of this project through several tourism tracking tools.

Impact Measurement Methods

Website Traffic Monitoring
Traffic spikes to CRAVE! TV online content featuring Cle Elum will be monitored following broadcast airings.

Viewer Engagement Metrics
Digital versions of the episode will be tracked for views, shares, and engagement across online platforms.

Business Participation Feedback
Participating restaurants, farms, and businesses will provide feedback regarding visitor inquiries and increased traffic following the broadcast.

Tourism Referral Tracking
Businesses featured in the episode may track visitor inquiries referencing the CRAVE! TV feature.

These tools provide both quantitative and qualitative insight into the episode's tourism impact.

Project Timeline

The CRAVE! TV Cle Elum destination episode is **date-specific and seasonal**, with filming occurring during peak seasonal activity in Kittitas County to best showcase local tourism experiences.

Broadcast airing will occur following production to maximize tourism visibility during peak travel planning periods.

Strategies to Attract Visitors from More Than 50 Miles Away

CRAVE! TV specifically targets audiences beyond the 50-mile threshold through regional broadcast distribution and digital media promotion.

Key strategies include:

- Primetime broadcast exposure in the Seattle media market
- Digital distribution and social media promotion targeting regional travelers
- Highlighting Cle Elum as an accessible weekend getaway from Western Washington
- Featuring local food, agritourism, and outdoor recreation experiences

These strategies focus on audiences most likely to travel to Cle Elum for short-stay tourism.

Promoting Kittitas County as a Tourism Destination

The Cle Elum episode will highlight multiple experiences within Kittitas County to encourage visitors to explore the broader region.

Segments may include:

- Local restaurants and culinary experiences
- Agricultural producers and farm experiences
- Outdoor recreation such as hiking, biking, and river access
- Scenic landscapes and natural attractions

By showcasing a range of experiences, the episode encourages visitors to explore **multiple locations within the county**, supporting broader tourism development.

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4. Other Funding Sources

CRAVE! TV production is supported through a combination of:

- Media sponsorship partnerships - Eat Good Group, Spokane Eats
- Business participation contributions - Eat Good Group
- Private production funding - Coho Media Group
- LTAC from Gray's Harbor episode

In-kind contributions include:

- Location access from participating businesses
- Local tourism collaboration and coordination

If funding is not secured, the Cle Elum destination episode would likely not be produced or be reduced in production scope or may not receive the same level of regional broadcast distribution.

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5. Partnerships & Collaboration

CRAVE! TV works closely with local businesses, hospitality providers, tourism organizations, and producers to highlight authentic regional experiences. Crave! Cross references with our Food & Wine festival in Spokane Washington. This grows brand awareness and cross promotion between vendors, viewers and attendees. Recommendations for Cle Elum restaurants and drink makers to vend at Crave! Spokane to continue to grow awareness and strengthen the bond between Crave! NW and Cle Elum destination.

For the Cle Elum episode, collaborations may include:

- Restaurants and hospitality businesses
- Agricultural producers and farms
- Outdoor recreation providers
- Local tourism advocates and community partners

These partnerships help ensure the episode accurately represents the region while promoting a diverse range of visitor experiences.

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6. Long-Term Sustainability

CRAVE! TV is designed to be a sustainable tourism media platform through a combination of revenue sources, including:

- Broadcast sponsorship placements
- Featured business partnerships
- Digital content distribution opportunities
- Regional advertising partnerships

As the audience grows, these partnerships help support ongoing production while continuing to promote Pacific Northwest destinations.

7. Additional Information

CRAVE! TV serves as a storytelling platform that highlights the unique food culture, landscapes, and communities that make the Pacific Northwest an exceptional travel destination.

By dedicating an episode to Cle Elum and Kittitas County, the project will provide a powerful visual introduction to the region for viewers across Washington State, encouraging them to visit, explore local businesses, and experience the natural beauty and hospitality of the area.

Why Television Is Effective for Drive-To Tourism Destinations

Regional television remains one of the most effective tools for inspiring travel to **drive-to destinations like Cle Elum and Kittitas County**. Visual storytelling allows viewers to experience a destination through food, landscapes, and authentic local voices, creating an emotional connection that motivates travel decisions.

Unlike traditional advertisements, destination storytelling programs such as CRAVE! TV showcases real places, businesses, and experiences in a narrative format that helps viewers imagine themselves visiting the location. Research in destination marketing consistently shows that **visual media featuring authentic local experiences increases travel intent**, particularly for short-distance leisure trips.

Broadcast exposure on **FOX 13 Seattle**, **FOX 41 Tri-Cities**, and **FOX 28 Spokane** allows CRAVE! TV to reach audiences in major regional population centers within easy driving distance of Cle Elum. These markets include millions of potential visitors who frequently travel within Washington for weekend recreation, dining experiences, and outdoor exploration.

By highlighting the natural beauty, culinary offerings, and welcoming hospitality of Cle Elum and Kittitas County, CRAVE! TV encourages viewers to consider the area for their next getaway. This type of destination storytelling supports tourism growth by increasing awareness, inspiring travel planning, and directing visitors toward local businesses and overnight accommodations.

Projected Economic Impact

The CRAVE! TV Cle Elum destination episode is designed to generate measurable tourism activity by inspiring regional travel to Kittitas County. Based on projected visitation generated through the broadcast exposure and typical visitor spending

patterns for short-distance leisure travelers, this project is expected to produce a significant return on tourism marketing investment.

Estimated Visitor Spending Projections

Projected visitors traveling more than 50 miles: **400–700 individuals**

Average spending per visitor for day or overnight trips in Washington State typically includes lodging, dining, retail, fuel, and recreation activities. According to statewide tourism data, visitor spending for similar leisure trips averages **$150–$350 per person**, depending on whether the trip includes overnight accommodations.

Estimated Economic Impact

- **Low Estimate:**
  400 visitors × $150 average spending = **$60,000 in visitor spending**
- **Moderate Estimate:**
  550 visitors × $225 average spending = **$123,750 in visitor spending**
- **High Estimate:**
  700 visitors × $350 average spending = **$245,000 in visitor spending**

These expenditures support local restaurants, lodging properties, retail businesses, recreation providers, and other tourism-related businesses throughout Cle Elum and Kittitas County.

Given a **$15,000 marketing investment**, the CRAVE! TV destination episodes have the potential to generate **4x to 16x return in visitor spending**, demonstrating strong economic value for lodging tax funding dedicated to tourism promotion.

In addition to immediate economic activity, the broadcast episode will continue to serve as long-term promotional content through digital distribution and social media sharing, extending the tourism marketing impact beyond the initial broadcast period.

8. PROJECT BUDGET

In-Kind Contribution	Estimated Value
Volunteer Coordination / Local Assistance	$1,000
Donated Filming Locations from Local Businesses	$1,500
Donated Hospitality / Production Support	$1,000

Expense Category	Amount
Video Production (filming, crew, equipment)	$8,000
Post-Production Editing & Graphics	$3,500
Broadcast Distribution (FOX regional placements)	$5,500
Travel & Production Logistics	$2,000
Music Licensing & Media Formatting	$1,000
Insurance & Production Administration	$1,000
Marketing & Digital Promotion	$1,500
TOTAL	$22,500

Video Production
Filming of tourism segments featuring Cle Elum restaurants, farms, outdoor destinations, and local experiences. Cast and crew plus travel fees.

Broadcast Distribution
Regional television placement and broadcast scheduling across Fox affiliate stations in the Seattle, Spokane, and Tri-Cities markets.

Post-Production & Editing
Professional editing, motion graphics, music licensing, and tourism-focused storytelling.

Broadcast Delivery & Media Encoding
Formatting, encoding, and delivery of the episode to Fox affiliate stations for scheduled primetime broadcast.

necessary to submit the entire agency budget. You must submit a budget which specifically pertains to the project/event for which you are requesting funding and adheres to the basic budget format shown below.

The budget must include anticipated revenues, expenditures, and any potential profit or loss. For projects/events which are ongoing for more than 1 year, please also submit actuals from the previous three years of operations for the project/proposal if applicable. Also, please supply any narratives necessary to understand the budget being submitted and list separately any in-kind or volunteer contributions.

Please assure your budget, and actuals from previous years (if applicable), are in the following basic format:

Revenues:
- Cash
- Donations/Sponsorships
- Sales
- Vendor Fees
- Grants
- Etc.
  - Total Revenues

In-Kind Contributions:
- Volunteer Labor
- Donated Services
- Donated Materials
- Etc.
  - Total In-kind

Expenses:
- Venue
- Insurance
- Services
- Advertising
- Security
- Etc.
  - Total Expenses

Profit/Loss (Revenue less Expenses)

9. Has your event received Lodging Tax funds in previous years?
Yes [ ] No [X] Not from CleElum – other LTAC

If yes, please list each year and the amount received for that year.
Received for Spokane Valley $36,000

All applicants must also provide the following information regarding the event/project:

	Prior Year	Projected
A. How many participants and spectators attended last year's activity and/or will attend this year?	1.8 million	3.8 million

B. How many days did/will your event occur? 2 days of filming

C. How many room nights were and /or will be booked as a result of your project/event?
(You must provide a verifiable source of information as evidence for your response to item C. Failure to do so will disqualify your application.)

100–250 hotel room nights

10. **Application Certification:**

The applicant here certifies and affirms: 1. That it does not now, nor will it during the performance of any contract arising from this application, unlawfully discriminate against any employee, applicant for employment, client, customer, or other person who might benefit from said contract, by reason of age, race, color, ethnicity, sex, religion, military status, sexual orientation, creed, place of birth, or disability; 2. That it will abide by all relevant local, state and federal laws and regulations and; 3. That it has read the information contained in the Instructions on pages 1 and 2 and understands and will comply with all provisions thereof.

Certified by:
(signature)  Or sign here:

(print name) Rachael Ludwick

Title: Executive Director

Date: 3/12/26

Total Points: _____ / 100

Applicant Checklist

For applicant use prior to submission

- [X] My application title page states: Request for Proposals, Lodging Tax Fund (YEAR).
- [X] My application is for a new project/event and/or for an ongoing project/event as defined on page 2 of the application packet.
- [X] I have attached proof of non-profit status if applicable which matches the sample document provided.
- [X] I have included an itemized list in response to item 1 in the application of how any grant funds awarded will be utilized.
- [X] I have attached additional information in response to item 7 in the application, if needed, which includes written information limited to one page and other attachments limited to three pages.
- [X] I have attached a project budget, properly formatted according to item 8 in the application.
- [X] If this event is ongoing for more than one year, I have also submitted actual financial data from the previous three years if applicable, formatted properly according to item 8 in the application.
- [X] The application certification in item 10 is signed and dated by the proper authority.
- [X] I have included one copy of the entire original application according the submittal instructions on page 4.
- [X] My application is being delivered to:

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

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)
JAKT Foundation

2 Business name/disregarded entity name, if different from above.
JAKT Foundation

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☒ Other (see instructions) Non profit corporation

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.
9921 E Montgomery Rd, ST 14,

6 City, state, and ZIP code
Spokane, WA 99206

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number
81-5319007

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** [signature] **Date** 1/22/26

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

UPPER KITTITAS COUNTY
Community Recreation Center

3493 Airport Road, Cle Elum, WA 98922

March 16, 2025

Dear Members of the Cle Elum Lodging Tax Advisory Committee,

On behalf of the Upper Kittitas County Community Recreation Center Alliance, thank you for your continued support of the Upper Kittitas County Community Recreation Center project. We are grateful for the Lodging Tax funding the City of Cle Elum has provided in past years and appreciate the City's ongoing partnership in advancing this important regional project. The City of Cle Elum has been a key supporter of this effort from the beginning, and we would not have reached this stage without the City's leadership and partnership.

In prior discussions, City leadership expressed support for dedicating approximately 30% of annual lodging tax revenues to the development of the recreation center. Based on current estimates, we are requesting $75,000 for the 2026 funding cycle as an approximation of that amount. We understand that lodging tax revenues may vary and sincerely appreciate whatever level of funding the City determines is appropriate.

Our intent is to apply any awarded lodging tax funds toward construction of the recreation center. However, as the project continues to move forward, unforeseen costs may arise during pre-construction or development. If that occurs, we may return to the Lodging Tax Advisory Committee to request approval to apply funds toward other eligible project costs.

Thank you again for your consideration and for your continued support of projects that strengthen the community and enhance tourism in Upper Kittitas County.

Sincerely,

Claire Nicholls

Claire Nicholls
President
Upper Kittitas County Community Recreation Center Alliance

UPPER KITTITAS COUNTY COMMUNITY RECREATION CENTER ALLIANCE
CITY OF CLE ELUM LODGING TAX APPLICATION

Application Year: 2026

Name of Organization: Upper Kittitas County Community Recreation Center Alliance

Organization mailing address: 3493 Airport Rd., Cle Elum, WA 98922

Organization contact person & title: Claire Nicholls, President

Organization/contact phone:509-260-1241

Email: clairenicholls@heinlegacyfoundation.org

Organization Website: recreationukc.org

Federal Tax ID Number: ___86-3482779____ UBI Number:____ 604 748 160____

Organization is a (select one):
_____ Government Entity
__X___ 501(c)3
_____ 501(c)6
(note: you must submit 501(c)3 or 501(c)6 approval documentation)

Project/Event Name: Upper Kittitas County Community Recreation Center

Project/Event Date: ongoing

Project/Event Location: Bullfrog Road, adjacent to Cle Elum-Roslyn School District

Amount of Funding Requested: Approximately $75,000 (please refer to cover letter)

For which funding category do you qualify (check one) (see instructions for definitions):
____x____ New Project/Event _____ Ongoing Project/Event Support
Estimated # of overnight stays: _____

Tourism Seasons: From the list below, what season will your project enhance tourism? Please indicate the appropriate season.

	Season:	Months:
X	Year-round	January – December
	Off season	November – February
	Shoulder season	October or March – May
	High season	June – September

APPLICATION QUESTIONS

For purpose of this application, we have attempted to keep responses brief. However, more information and/or more detail is readily available upon request.

1.A. Description of Project

For many years, residents have expressed their desire for a community recreation center that provides a safe place for people of all ages to gather and engage in healthy activities, particularly during the long winters. Upper Kittitas County Community Recreation Center Alliance (UKC CRCA) is a 501(c)(3) organization formed in 2021 to resurrect and successfully lead the effort to bring this long-desired dream to reality.

Led by representatives from the Hein Legacy Foundation, the City of Cle Elum, the two school districts, and several other groups and individuals, UKC CRCA has:

- **2022** – Completed a comprehensive *Feasibility Study*.
- **2023** – Finalized the *Schematic Design* and submitted a building permit application to the City of Cle Elum.
- **2024** – Completed detailed design and construction documents (available upon request) and received its SEPA determination for the project.
- **2025** – Secured grants of $3.288 million and $150,000 from Kittitas County and the Washington Department of Commerce, respectively, to be used to help fund construction.
- **2026** – Partnered with the City of Ellensburg and Kittitas County to begin the Feasibility Review for a Kittitas County Public Facilities District, which can levy voter-approved sales taxes to help fund recreation projects.

The CRC will be located on 12.2 acres of land donated by Suncadia to the City of Cle Elum specifically for this purpose. The parcel is adjacent to Cle Elum-Roslyn School District property (within easy walking distance for students).

The planned recreation center will total 64,786 square feet and include the following key features:

- **A natatorium** featuring a six-lane lap and competition pool; a warmer, zero-entry recreation pool with a small "lazy river" designed for young children and therapeutic use; and a hot tub.
- **Two full-size indoor basketball courts** adaptable for pickleball, volleyball, and other hardwood sports.
- **An elevated indoor running track** offering views of the pool, courts, and surrounding natural landscape.
- **A fitness area** equipped with weights, cardio machines, and training space.
- **Two multipurpose community rooms** for meetings, gatherings, and events.
- **Two flexible-use rooms** intended for fitness classes and other programming.
- **A welcoming central "living room" space** at the main entrance, designed to encourage community connection and social interaction.
- **A child watch area** where small children can be supervised while the parent or guardian uses the facility

- **An outdoor splash pad**, currently not included in the construction cost estimate, may be added as an alternate in the bidding process.

1.B. Specific tourism audience/Market that your organization will target with these funds

Access to recreational amenities varies significantly among visitors, particularly those staying in short-term rentals (STRs) located outside private developments like Suncadia. Many of these STRs lack fitness or pool facilities, creating a clear demand for a public recreation center that is accessible for a fee. Even guests within Suncadia often do not have access to private amenities—or may seek alternatives due to capacity constraints and overcrowding. A centrally located public facility would capture unmet demand and generate new revenue streams from both use fees and facility rentals. Notably, Suncadia's management supports the development of this community resource, recognizing its value as a complementary offering to the area's tourism infrastructure.

Additional user groups—including campers, outdoor recreationists, and accompanying family members—represent further market segments with limited access to indoor facilities. These visitors often contribute to the local economy and would likely increase per-visitor spending through paid facility access and participation in programs or events.

While the precise number of incremental visitors is difficult to project, the presence of an indoor recreation facility would enhance the region's competitive positioning as a year-round destination. It could influence travel decisions, extend the average length of stay, and increase off-season visitation—all of which contribute to broader tourism-driven economic growth.

The projected operating budget includes non-resident revenue projections, reflecting the expected contribution of visitor use to the facility's financial sustainability and the local economy.

The Kittitas County Tourism Strategic Plan identifies several key visitor segments: (1) leisure travelers, (2) event and festival attendees, (3) cultural and heritage tourists, (4) business and university-related visitors, and (5) day-use visitors. Each of these segments represents a distinct opportunity for engagement through a publicly accessible, year-round recreation facility.

This project is particularly well-positioned to serve two high-impact segments:

1. **Event-based tourism**, especially sports tourism—including basketball tournaments, swim meets, and other competitive athletic events that bring participants and their families from across the region.
2. **Leisure and business travelers**, including STR guests, conference attendees, and families visiting the area who seek recreational options during their stay.

Currently, Upper Kittitas County lacks sufficient indoor venues to host regional athletic events at scale. For example, local basketball programs have noted that tournament capacity is constrained by the limited availability of gymnasium space—restricting opportunities to host events that attract weekend and holiday visitors from across the Pacific North. With the addition of a modern recreation facility, the region could significantly expand both the size and number of such events. Likewise, nearby school districts have expressed interest in offering expanded aquatic

programming, such as swimming lessons and the potential formation of a swim team. These types of activities would not only serve local youth but also create opportunities to host swim meets and related events, drawing visiting teams and families from across the region.

Beyond sports, the recreation center will also accommodate a range of **non-athletic event uses**, including private parties, weddings, and community functions. Its flexible indoor/outdoor space creates the foundation for **multi-purpose use** that evolves over time. In future phases, based on public input, enhancements such as a small outdoor amphitheater may be added, further expanding the facility's capacity to serve cultural and community events.

This broad spectrum of target users ensures that the recreation center will be a year-round asset—not only for residents, but for the full range of visitor types outlined in the county's tourism plan—supporting both economic growth and quality of life in Upper Kittitas County.

1.C. Itemized list of how grant funds will be utilized

As currently envisioned, any lodging tax funds awarded will be used to help fund construction. However, unanticipated costs may arise prior to construction, and we request the flexibility to use awarded funds for the unanticipated costs. We would seek approval from the Lodging Tax Committee before using funds for any purposes other than construction.

The construction budget below was prepared by MACC Estimating Group for our architects (ALSC Architects) in February 2024 and is adjusted to reflect Q1 2025 costs. The details behind this summary are available here.

Foundations	$ 549,607
Superstructure	5,634,759
Exterior Enclosure	3,569,910
Roofing	2,045,863
Interior Construction	1,134,503
Stairs	223,053
Interior Finishes	1,750,665
Conveying Systems	93,000
Plumbing	2,064,000
HVAC	3,580,068
Fire Protection	299,192
Electrical	3,285,000
Equipment	293,250
Furnishings	446,411
Special Construction	2,843,525
Building Construction Cost	27,812,806
Site Preparation	637,774
Site Improvements	2,856,892
Site Mechanical Utilities	637,797
Site Electrical Utilities	200,000
Sitework Cost	4,332,463

General Requirements (2.75%)	883,995
Subtotal of Estimated Construction Cost	**$33,029,264**
Bonds and Insurance (1.25%)	412,866
WA B&O Tax (0.5%)	165,146
Overhead and Profit (2.75%)	908,305
Contractor Fees	1,486,317
Contingency (5%)	1,725,779
Cost index to Q1 2025 (3.91%)	1,349,559
Total Estimated Bid Amount	**$37,590,919**
Soft Costs (30% of Construction Costs)	11,277,276
Total Cost	**$52,168,195**

Construction funding:

Upper Kittitas County voters will be asked to fund approximately 75–80% of the project's construction cost through bonds secured by property tax revenues. Based on an assessed valuation of $7 billion across the upper county, the estimated impact is $0.39 per $1,000 of assessed value. As the region continues to grow, this cost per thousand is expected to decline with increasing total assessed value.

To complement the bond funding, the Project Committee is committed to raising at least $10 million in non-bond funds through a combination of targeted public and private sources. A $4 million grant from the Kittitas County Lodging Tax Fund would significantly strengthen the project's fundraising position—enhancing the likelihood of meeting or exceeding the $10 million goal and demonstrating broad public support for the facility.

Recognizing that major donors will require clarity regarding ownership and long-term governance, the Project Committee has prudently delayed launching a formal capital campaign until those structures are finalized. The Upper Kittitas County Community Recreation Center Alliance (UKC CRCA) will not be the facility's owner or operator, but it will continue to lead fundraising efforts once the governing entities responsible for construction, operations, and public funding are in place.

Since 2021, the following funds have been raised:

Source	Amount	Purpose / Notes
Suncadia (2021)	$2,000,000	Funded feasibility study, schematic and detailed design
Suncadia/Bullfrog Flats (Promissory Note)	$2,000,000 (due 2028)	Legally obligated contribution to City of Cle Elum for the project
Hein Legacy Foundation	$20,000 secured + $1–2M committed	Additional $1–2M contingent on bond + sales tax approval
Kittitas County (2023)	$133,000	Used to complete construction documents

Suncadia Fund for Community Enhancement (2023)	$10,000	Applied to construction document completion
City of Cle Elum (2022–2025)	$168,000	Includes project management fees and lodging tax funds
WA State Capital Budget (2025)	$155,000	For signage and site work
Kittitas County (2025)	$3,288,000	For construction
Individual Donor	$100,000	Held and used for reimbursable pre-development activities

UKC CRCA has a comprehensive list of targeted public and private funding sources. The group is confident in its ability to secure the targeted construction funding over time.

2. **Estimates of how any money received will result in increases in the number of people traveling for business or pleasure on a trip**
   - **I. Away from their place of residence or business and staying overnight in paid accommodations;**
   - **II. To a place fifty miles or more away from their place of residence or business for the day or staying overnight; or**
   - **III. From another country or state outside of their place of residence or business.**

   Evidence utilized in determining projections.

See 1B above

3. **Measurement of impact on tourism**
   - **I. Is your project/event year-round or is it seasonal or date-specific?**
   - **II. What strategies will you employ to assure you are attracting tourists from at least 50 miles away?**
   - **III. Strategies we will use to assist in marketing all of Kittitas County as a tourist destination**

Once built, the recreation center will be open year-round. We will work with local lodging providers, the Chamber of Commerce, and other organizations to incorporate mention of the facility into their existing promotional materials.

The fee structures for residents and non-residents are different. We can use point-of-sale data capture to differentiate members, Kittitas County non-members, and non-Kittitas County visitors.

4. **Grant funding obtained or applied for from other sources. Please list the available funding you have for the project, including any volunteer and in-kind sources, and/or the sources and amounts for which you have applied. Please note which funding sources are secured and in hand so a true matching fund determination may be determined. What changes would occur if the project couldn't be funded?**

Since 2021, the following funds have been raised:

Source	Amount	Purpose / Notes
Suncadia (2021)	$2,000,000	Funded feasibility study, schematic and detailed design
Suncadia/Bullfrog Flats (Promissory Note)	$2,000,000 (due 2028)	Legally obligated contribution to City of Cle Elum for the project
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Individual Donor	$100,000	Held and used for reimbursable pre-development activities

UKC CRCA has a comprehensive list of targeted public and private funding sources. The group is confident in its ability to secure the targeted construction funding over time.

5. **If your organization collaborates or has created partnerships with other organizations, other groups, or other events to cross-promote in an effort to encourage county-wide tourism, how is this accomplished?**

TBD

6. **Plans to allow this project to become self-sustaining. Include any plans for ticket sales, event sponsors, and other cost-recovery models.**

A comprehensive operating budget (see below, and to be updated) was developed in 2022 by Ballard-King & Associates, a nationally recognized firm specializing in the planning and operations of aquatic and recreation centers. The budget was created in collaboration with the Project Committee and reflects conservative, experience-based assumptions. The summarized operating budget is below, and a multi-tab spreadsheet with details and assumptions is available upon request.

Because it is common for public recreation facilities—particularly those with aquatics components—to operate at a deficit, the summary begins with projected expenses. The ratio of projected revenues to expenses is expressed as the recovery percentage, representing the share of operating costs expected to be offset by user-generated revenue. The projected recovery rate aligns with similar rural facilities and is expected to improve over time as population and usage increase.

We have worked with Kittitas County and the City of Ellensburg to pursue forming a Kittitas County Public Facilities District. Voter-approved sales taxes would be used to fund the operating shortfall.

Annual Operating Expenses:	
Salaries and Wages	$1,526,319
Utilities	193,600
Capital replacement fund	55,000
Contract services	47,000
Insurance	37,000
Chemicals	35,000
Maintenance and repair materials	20,000
Janitorial, recreation, and office supplies	48,000
Advertising	20,000
Credit card fees (75% of fees x 3.5%)	26,536
Other	54,749
Total Annual Operating Expenses, Including Capital Replacement Fund	**$2,063,204**
Annual Revenues:	
Membership and admission fees	615,054
Aquatic rentals and facility rentals	77,000
Aquatic programs (e.g., swim lessons)	56,706
General fitness programs (e.g., exercise classes)	218,619
Other	43,500
Total Annual Revenues	**$1,010,879**
Difference	**($1,052,325)**
Recovery	**49%**

7. **Additional information: Provide any additional information which will assist the Committee in evaluating your project and its benefit to tourism. Please limit any additional written information to one page and any other additional attachments to 3pages.**

NA

8. **Project Budget: Please attach a copy of the complete budget for this project/proposal. If your agency operates independently of this project application, it may not be necessary to submit the entire agency budget. You must submit a budget which specifically pertains to the project/event for which you are requesting funding and adheres to the basic budget format shown below.**

See Section 1.C. above for the summary capital budget. The extremely detailed capital budget is available upon request.

9. **Has your event received Lodging Tax Funds in previous years?** Yes. See section 4 above.

10. Application Certification:

The applicant here certifies and affirms: 1. That it does not now, nor will it during the performance of any contract arising from this application, unlawfully discriminate against any employee, applicant for employment, client, customer, or other person who might benefit from said contract, by reason of age, race, color, ethnicity, sex, religion, military status, sexual orientation, creed, place of birth, or disability; 2. That it will abide by all relevant local, state and federal laws and regulations and; 3. That it has read the information contained in the Instructions on pages 1 and 2 and understands and will comply with all provisions thereof.

Certified by: Claire Nicholls

Print Name: Claire Nicholls

Title: President

Date: 3/27/26

Attachments

IRS Determination Letter

119 West First Street
Cle Elum, WA 98922

Telephone · (509) 674-2262
Fax · (509) 674-4097
www.cleelum.gov

Stamp & initial

EVENT PERMIT APPLICATION

APPLICATION DEADLINES:

All applications must be received a minimum of 30 days prior to the date of the event.

The purpose of this permit is to help the event organizer, and the City of Cle Elum build the best possible events for our community. We know how hard you work on your events and want to make sure that you have all the tools you will need to ensure a great event. Please return this application to the City of Cle Elum City Hall at 119 W First Street.

OFFICAL USE ONLY	
Event Name:	Pioneer Queen Meet & Greet
Permit #:	EVT- 2026-006-07-04
Fee Total:	$75.00
Related Permits:	

FEES[1]

- **$75** if application is submitted at least 60 days prior to event.
- **$150** if application is submitted 30 days prior to event.

WHEN IS AN EVENT PERMIT REQUIRED?

Events planned to take place on public property must submit an event application. An event application is also required for events on private property if they have the potential to substantially impact the normal operations of the city. This includes, but is not limited to, effects on pedestrian traffic flow, parking availability, vehicle traffic flow, street access (such as the need for street closures), or any potential risk to public safety. Additionally, an event application and safety plan are required when cooking in public or when there is any other known potential safety risk to the public.

Substantial, in this context, refers to any impact that is significant enough to noticeably alter or disrupt the normal operations of the city in more than a temporary or minor way. This includes but is not limited to causing delays, congestion, or increased demand on city resources, services, or infrastructure, and necessitating additional planning, resources, or measures to maintain public safety and order. The duration of the event may also be a factor in determining whether the impact is substantial.

ADDITIONAL CONTACT INFORMATION:

Kittitas County Public Health Department ..... (509) 962-7515

Kittitas County Chamber of Commerce (promotion) ..... (509) 925-2002

Northern Kittitas County Tribune (newspaper) ..... (509) 674-2511

Washington State Liquor Control Board ..... (206) 764-4020

Cle Elum Fire Department – Chief Ed Mills .....emills@cleelum.gov.....(509) 656-4062

WSDOT – Traffic Control / Right of Way use ..... (509) 577-1788

[1] City entities, including—but not necessarily limited to—CEFD, CERPD and CE Public Works, as well the Cle Elum Downtown Association and the Carpenter Museum, are exempt from application fees.

Applicant ("Event Organizer")	
Name: Michael Richard	Business License # 94-3091028
Title: Chair	
Sponsoring Organization: Pioneer Coronation Committee	
Mailing Address: 2881 Teanaway Middle Fork Road, Cle Elum, WA 98922	
Phone Number: 206-795-7007	Email: 1michaelrichard@gmail.com
Primary Contact Person *During Event*	Same as Applicant ☒
Name:	
Title:	
Local Address:	
Email:	
Daytime Phone Number:	Mobile Phone:
Secondary/Emergency Contact Person *During Event* *(available to respond in the absence of Event Organizer)*	
Name: Sena Lanphere	
Title: Committee, Treasurer	
Local Address:	
Daytime Phone Number:	Mobile Phone: 509-304-5009

REQUIRED – Applicant Checklist
Event Permit Application received a minimum of 30 days prior to event, and the total fee paid to City Hall.
Signed and dated Hold Harmless Agreement • For parades: each parade entrant must sign and submit the Parade Entrant Hold Harmless Agreement to the event organizer. The event organizer is responsible for retaining these agreements.
Certificate of Liability Insurance • "City of Cle Elum" at 119 W First St., Cle Elum, WA 98922 must be named as "Additional Insured" to all coverage • As applicable, coverage for alcohol service must be specified • As applicable, coverage for injury by animals must be specified
Supplemental pages below with a complete and detailed description of the event, including a schedule and location of event(s). • If serving alcohol, WA Liquor and Cannabis Control Board Banquet Permit or other applicable alcohol service license measures taken to comply with State regulations must be addressed in detail: https://lcb.wa.gov/licensing/outdoor_alcohol_service

• Cle Elum Fire Department-approved Special Events Permit including Addendum #001 Fire and Life Safety Plan and additional Addendums as needed. Contact the Chief of CEFD for guidance.
Site Plan including items such as the location of garbage receptacles, portable bathrooms, stage, seating, venders, street closures, barricades, alcohol measures taken etc.
As applicable, list of vender names and contact details • All venders must have or obtain a business license endorsement for the City of Cle Elum: https://dor.wa.gov/open-business/apply-business-license
If requesting street closures, event organizer must notify all adjacent residents and/or businesses of the proposed closure a minimum of three (3) weeks before the regular Lodging Tax & Event Committee meeting at which the application will be reviewed. Notification must also inform recipients they have the opportunity to comment on the proposed closure by attending the meeting (either in-person or virtually) or via email: wprosek@cleelum.gov. Include a copy of the notification. o Road closures on First Street must contact WSDOT
Other Information
After approval from the Lodging Tax and Event Committee, and any Special Events Permits issued with CEFD, this Event will be subject to a Fire Safety Check on the day of the Event by Cle Elum Fire Department.

EVENT DESCRIPTION:

Event Name:	Pioneer Queen Meet & Greet		
Event Type:	☒ Minor (≤ 50 Attendees)	☐ Major (> 50 Attendees)	
Brief Description of Event:	Pioneer Queen (Coronation) is an annual heritage event that launches the Pioneer Days festivities. Meet & Greet is held after the parade as an opportunity for public to meet and chat with current & past Queens.		
Parade Map:	☒ My event does not include a parade. ☐ I acknowledge the Cle Elum-Roslyn Police Department has a pre-approved parade map, which has been provided. Should I wish to suggest an alternate route, I confirm that I have attached a map of this route and included a detailed explanation for it the attached event description. I understand this route is subject to CERPD approval. I further understand that approval is not guaranteed and may be rescinded at any time.		
Event Start Date:	7/4/2026	**Event End Date:**	7/4/2026
Day(s) of the Week:	☐ SUN ☐ MON ☐ TUE ☐ WED ☐ THU ☐ FRI ☒ SAT		
Event Start Time:	12:00PM (after parade)	**Event End Time:**	3:00PM
Date of Set Up:	7/4/2026	**Time of Set Up:**	8:00AM
Date of Take Down:	7/4/2026	**Time of Take Down:**	3:00PM
Facilities to be Used: (Check all that Apply)	☐ Park ☐ Street ☐ Sidewalk ☒ Private Property		
Location:	Glondo's Pocket Park, located between Glondo's and Orchard Restaurant		
Expected Crowd Size:			
Participants:	4	**Spectators:**	45
Event Personnel & Volunteers:	1-2		
Previous Occurrences:			
Has the event occurred previously?	☐ No ☒ Yes	**If yes, on which date(s)?**	80 years, beginning in 1946
Change(s) from previous year?	☒ None	☐ See Explanation Attached	
Will you charge an admission fee?	☒ No ☐ Yes	**If yes, how much?**	N/A

STREET CLOSURES:

Will your event require any street closures?	☒ No Skip to next section.		☐ Yes Continue below.
Street(s):		**Section(s):**	
Proposed Method(s) of Closure:			
	☐ Both my attached site plan and event description include full details of the location(s) and methods of my proposed closures.		
Neighborhood Notification:	☐ I have attached an example of the written notice provided to the adjacent residents and/or business owners regarding the proposed street closures.		
Traffic Control:	☐ I acknowledge that event organizers must contract with CEFD or another organization with Washington State Flagger or Traffic Control Supervisor certification for traffic control services.		
Impact on SR 903:	☐ I acknowledge that any impact to traffic on SR 903 (Second Street from Oakes Ave west toward Roslyn; Oakes Ave between First and Second Streets; First Street east from Oakes Ave), including but not limited to street closure and parking, must be discussed and approved by the Washington State Department of Transportation (WSDOT).		

RIGHT OF WAY (SIDEWALK) USE:

Will you require use of a city sidewalk during your event?	☒ No Skip to next section.	☐ Yes Continue below.
Description of Proposed Use:		
Use Permit Required:	☐ I acknowledge that I separately must request and receive approval of a Sidewalk Use Permit, the application for which is available at https://cleelum.gov/forms-and-applications/.	

COOKING:

Will there be on-site cooking?	☒ No Skip to next section.		☐ Yes Include Fire Addendum #002
Description of Planned Cooking:		**Purpose:**	
Acceptable Fuels:	☐ I acknowledge that only propane, pellets or electrical fuels are acceptable during a burn ban.		
CEFD Requirements:	☐ Completed Cle Elum Fire Department Special Events Permit application is attached below (incl Addendum #002).		

TENTS/ CANOPIES:

Will tents be erected?	☐ No Skip to next section.	☒Yes Include Fire Addendum #003 as necessary
Number of Tents Anticipated:	1 pop-up canopy tent -- apprx 10X10	
CEFD Requirements:	☒ Completed Cle Elum Fire Department Special Events Permit application is attached below (incl Addendum #003 if needed).	

ALCOHOL SERVICE:

Will alcohol be served?	☒ No Skip to next section.	☐ Yes Continue below.
Will alcohol be sold?	☒ No	☐ Yes
Regulatory Compliance:	☐ I acknowledge alcohol service must comply with requirements described in WAC 314-03-200, including (but not necessarily limited to): o Barriers around service area of minimum 42 inches (3.5 feet) in height; o Entry/exit points to service area may not exceed 10 feet in combined total; o Controlled and monitored entry to service area and dedicated attendant, wait staff or server when patrons present; o No open containers permitted to leave service area. ☐ I acknowledge that these requirements are subject to change based on legislative or agency action. Should there be any discrepancy between State regulation and this document, I understand that State regulation takes precedence.	
Security Plan:	☐ I have included a detailed security plan specific to alcohol service in my event description.	
Banquet Permit:	☐ Approved WA State Liquor and Cannabis Control Board Banquet Permit attached.	

ENTERTAINMENT:

Describe Planned Entertainment:	☒ None		
Sound system?	☐ Acoustic		☐ Amplified
Music/Sound Start Time:		**Music/Sound End Time:**	
Statutory Limitations:	☐ I acknowledge I have read and understood CEMC 5.24 and the limitations it imposes on certain types of entertainment. ☐ I acknowledge I have read and understood CEMC 8.05 and the limitations it imposes on noise. Generally, noise occurring between the hours of 10:00 PM to 7:00 AM and emanating more than 50 feet beyond the property line, or more than 100 feet from the property line at any other time of day, is prohibited unless granted an exception by the City.		
Will you require an exception to the noise ordinance?	☐ No Skip to next section.	☐ Yes Continue below.	
Request Submission:	☐ I acknowledge that, per CEMC 8.05, a formal request must be submitted to the City Administrator no later than 30 days prior to my event.		
Will there be venders?	☐ No	☐ I understand that each vender must have a valid business license endorsement for the City of Cle Elum.	

RISK AND LIABILITY MANAGEMENT:

Liability Insurance:	☒ I have attached a current, valid Certificate of Liability Insurance naming "City of Cle Elum", at 119 W First St., Cle Elum, WA 98922, "Additional Insured" to all coverages.
Additional Animal Liability Coverage:	☐ I have attached proof of specific additional coverage for animal liability. ☒ My event does not involve animals.
Additional Coverage for Alcohol Service:	☐ I have attached proof of specific additional coverage for alcohol service. ☒ My event does not involve alcohol service.
Hold Harmless Agreement:	☒ I have attached a complete, signed Hold Harmless Agreement.
Hold Harmless Agreement – Parade Entrants:	☐ I understand that it is my responsibility to obtain and retain signed Hold Harmless Agreements from each parade entrant. ☒ My event does not include a parade.
Traffic Control and Security	☐ I understand that it is my or my organization's responsibility to arrange for necessary traffic control and security; my attached site plan includes detailed information on these measures.

SANITATION:

Portable Toilet Facilities:	☒ I understand that it is my or my organization's responsibility to provide and maintain portable toilet facilities for my event. These are identified in the attached site map and program description. ☐ Required ratio: 1 toilet per 50 people per 4 hours.
Trash Collection and Disposal:	☒ I understand that it is my or my organization's responsibility to provide and maintain trash receptacles for my event. These are identified in the attached site map and program description.
Post-Event Cleanup:	☒ I understand that post-event cleanup is my or my organization's responsibility. I further understand that, should any city resources—including personnel time—be required to clean up after my event, the city may elect to bill for said resources.

PROMOTION (OPTIONAL):

Planned Method(s) of Promotion:	☐ TV ☐ Radio ☒ Newspaper ☐ Flyers ☐ Posters ☐ Mailers ☐ Social Media ☒ Other (see below) Working with CEDA	
Do you plan to promote beyond a 50-mile radius?	☐ No	☒ Yes (see below)
Lodging Tax Application:	Events targeting attendees from beyond a 50-mile radius may be eligible for financial support—on a reimbursement basis—from Lodging Tax funds. A separate application must be submitted prior to your event; after-the-fact applications will not be accepted. We encourage you to explore this option: https://cleelum.gov/forms-and-applications/.	

CITY DEPARTMENT COMMENT PAGE:

☒ The page for comment and signature from City departments will be circulated electronically on behalf of the event of organizer. However, the event organizer is strongly encouraged to reach out prior to submission to discuss plans in order to proactively address concerns and incorporate advice in the final proposal.

Authorization
I acknowledge this permit application must be completed, signed, and returned to Cle Elum City Hall along with all required supplemental materials no later than 30 days prior to my event. I understand that any misrepresentation in this permit application or deviation from the final agreed upon route and/or method of operation described herein, may result in the immediate revocation of the permit. I further understand that the City retains the right to deny, revoke or cancel this permit at any time due to changes in conditions and risk potential *I certify under penalty of perjury that the information above is correct to my best knowledge.*

Applicant Signature:	**Date:** 2/27/2026

This application will not be processed and will be deemed incomplete if all required components are not attached to application on the day of submission.

RETURN TO: Cle Elum City Hall
119 W First St
Cle Elum, WA 98922

wprosek@cleelum.gov
Office (509) 674-2262
Fax (509) 674-4097

HOLD HARMLESS AGREEMENT

This Agreement made this 27 (Day) day of February (Month), 2026 (Year), between the City of Cle Elum, referred to as "CITY" herein, and Pioneer Queen Coronation Committee (Name) at, 2881 Teanaway Middle Fork Rd (Mailing Address) Cle Elum (City), WA (State), 98922 (Zip) referred to as "USER" herein.

For good and valuable consideration, receipt of which is acknowledged, it is hereby agreed:

SECTION I

USER undertakes to indemnify and hold harmless CITY from any liability, loss or damage that the USER may suffer as a result of any claims, demands, costs, or judgments against the CITY arising out of the acts, omissions, or activities that USER conducts under the CITY'S license or permit whether liability, loss or damage is caused by, or arises out of the negligence of USER or its officers, agents, employees or otherwise.

SECTION II

This Agreement shall commence on the date that the CITY issues its license or permit to USER and shall continue in full force until the permit and license expire. The renewal of the permit and/or associated license(s), if any, automatically renews this Agreement. The duty to indemnify the CITY for claims, demands, costs or judgments against it that arise during the Agreement survives the expiration of theAgreement.

SECTION III

CITY agrees to notify USER in writing, within thirty (30) days, by certified mail, at USER'S address as stated in this Agreement, of any claim made against CITY on the obligations indemnified against.

SECTION IV

USER agrees to defend against and indemnify CITY any claims brought or actions filed against CITY with respect to the subject of the indemnity contained herein, whether such claims or actions are rightfully or wrongfully brought or filed. In case a claim should be brought or an action filed with respect to the subject indemnity herein, USER agrees the CITY may employ an attorney of its own selection to appear and defend the claim or action on behalf of CITY, at the expense of USER. The CITY, at its option, shall retain sole authority for the direction of the defense, and shall be the sole judge of the acceptability of any compromiser or settlement of any claims or actions against CITY.

SECTION V

Vouchers or other similar, property evidence showing payment by CITY of any loss, damage, or in expense covered under this Agreement shall be conclusive evidence, (except in cases of fraud) against USER as to fact and amount of USER'S liability hereunder.

SECTION VI

USER covenants that it shall not institute any action or suit at law or in equity against CITY, nor institute, prosecute or in any way aid in the institution or prosecution of any claim, demand action, or cause of action for damages, costs, loss of services, expenses, or compensation for any damage for any damage, loss, or injury either to person or property, or both, whether known or unknown, developed or underdeveloped, past, present, or future, arising out of activities that USER conducts under a license/permit issued to USER by CITY.

'USER' Signature

Michael Richard
Print Name

Chair
Title

3/2025

City of Cle Elum Fire Department
SETUP REQUIREMENTS FOR SPECIAL EVENT PERMITS
If event is held in the city limits of Cle Elum and has an occupancy count of over 100 persons

_X_ **Fire and Life Safety Plan ADD #001**

___ **Cooking ADD #002**

___ **Cooking during burn ban ADD #002 – *Must contact Fire Dept directly for burn ban cooking requirements***

_X_ **Tents/Canopy under 400 sq ft**

___ **Large Tent over 400 sq ft ADD #003**

___ **Generator**

___ **Carnival**

_X_ **Only Acknowledgement of Requirements**

All setups and operations are subject to field inspection by an inspector.

- COOKING: Special Event Permit is required for any open flame or cooking on premises. (Including food trucks)
  - Event organizers shall be responsible for compliance with conditions listed in **ADDENDUM #002** by all cooking vendors.
  - Event organizer(s) shall be responsible for submitting to the Fire Department a list of all cooking vendors and the signed copies of **ADDENDUM #002** (Requirement for cooking), by each cooking vendor.

- COOKING DURING A BURN BAN: additional requirements including **ADDENDUM #002**
  - Portable barbeques may only use propane, pellets, or electricity as fuel.
  - Any other fuels would require additional authorization and permitting.
  - Must contact Fire Dept directly for burn ban cooking requirements

- TENTS: For larger tents please submit **ADDENDUM #003**
  - Tents and canopies shall have a State Fire Marshal Flame Resistance Rating, and weighted properly for safety for all weather events and hazards.

- GENERATORS:
  - Must be placed 10 feet from the building. **Also, must have a minimum 20BC Fire Extinguisher placed nearby**.

- CARNIVAL AREA: Provide an additional extinguisher throughout. (within 75' of travel)
  - All rides shall have a 2A-10BC fire extinguisher. NO rides may be within 20 feet of a building.

GENERAL SETUP: **All set ups will generally require ADDENDUM #001**

- Electrical wires or cables, and any gas/water piping on ground located in public areas must be matted, taped or flown.
- If a propane tank is used, a minimum of 10 feet clearance must be kept between a tank and appliance(s).
- Compressed gas cylinders shall always be secured and capped if not being used.
- Other permits may be required for electrical lines or gas lines outside of a building, contact the Building Department.
- Portable extinguisher for combustibles shall be provided along egress path. Minimum 2A:10B:C in addition to Class K (if required), 20B:C for generator use, and 2A:40B:C for LP-gas/propane. Must be certified or bought within one year.
- ALL exits and aisles must be maintained free and clear of any items.
- All venue occupant loads shall be maintained.
- All fire protection systems shall be visible and unobstructed.
- No motor vehicles shall be operated in the event area.
- Event signs, fire lanes signs and occupant load signs shall be displayed and visible before the event is opened to the public.
- ALL decorations, etc. shall be flame retardant.
- A 7-foot overhead clearance must be maintained in all public access areas.
- A 20-foot Fire Lane with a minimum 14-foot overhead clearance must be maintained unobstructed.
- All Booths shall be a minimum of 10 feet away from structures.
- Tables shall be arranged so that the seating edges of adjacent tables are not less than 54 inches apart.
- Rectangular tables arranged to accommodate seating on one side only shall have not less than 36 inches between adjacent table edges.
- Every chair shall be within 20 feet of an aisle.
- Loose Chair seating the space between rows of chairs shall be not less than 33 inches. The space between the back of each seat and front of the seat immediately behind will not be less than 12 inches, Seats shall be arranged so that there shall be not more than six intervening seats between any seat and the nearest aisle.
- AT THE END OF EVENT: At the closing of the event, event organizers shall maintain the perimeter and not allow motor vehicles into the event area until the public is cleared.

SIGNATURE/TITLE

2/27/26
DATE

After receiving this completed application, the Fire Department will review and issue a special events permit. It must be active and on site during the event.

3/2025

PIONEER QUEEN CORONATION COMMITTEE

Pioneer Day – Pioneer Queen Meet & Greet 7/4/2026

Fire & Life Safety Plan – 2026

Coordinated by Pioneer Queen Coronation Committee

Event Address:
Glondo's Pocket Park
between Glondo's and Orchard Restaurant

Point of Contact/Responsible for Emergency Plans:
Chair, Michael Richard | 206-795-7007 | 1michaelrichard@gmail.com

EIN: 94-3091028

Emergency Procedures:

In the Event of an Emergency:
Contact the event coordinator. Relay information to the appropriate personnel, stay calm, and ensure the public is kept away from the emergency.

- **Medical Emergency:**
  1. **Stay Calm:** Assess the situation.
  2. **High Acuity Cases:** If the situation is critical, ensure KITTCOM is notified to dispatch additional resources.

- **Fire Emergency:**
  1. **Stay Calm:** Maintain your composure throughout the situation.
  2. **Crowd Control:** Begin directing the crowd away from the emergency.
     - Keep the crowd calm.
     - Guide them out of the event control zone.

Please prioritize safety and effective communication during any fire emergency.

Fire Extinguisher Use:

- **Location:**
  At canopy – during event.
- **If You Can Safely Extinguish a Small Fire:**
  1. **Use the Fire Extinguisher:**
     - Stay Calm.
     - **Follow the PASS Method:**
       - **P**ull the pin.
       - **A**im the nozzle at the base of the fire.

- Squeeze the handle.
- Sweep the nozzle side to side.

2. **Notify EMS Safety Officer:** Have an additional person report the location of the incident or call 911.

Your safety and calmness are essential when addressing a fire emergency.

Event Schedule:

Time: 12:00PM (post-parade) – 3:00PM
Set-up to begin at 8:00AM, tear down at 3:00PM

Site Plan:

Same plan as in previous years. Will have a tent, 2 tables and chairs. Will not impede the right of way.

Emergency Evacuation:

Follow all direction from first responders.

Incident Response:

Major Incident:

- **Emergency Action Plan (EAP):**
  - Implement the EAP for pedestrian evacuation and vehicle removal from 1st Street. CEDA will provide for the parade – same protocol.
- **Notification:**
  - Notify all appropriate personnel immediately.

Main Safety Route:

- Utilize side streets leading to Railroad Ave.
- If necessary, notify BNSF to alert trains about the ongoing evacuation and the large crowd in the area.
  - Contact BNSF Resource Operations Call Center at **1-800-832-5452**.

Evacuation Assembly Point (EAP):

The EAP is located at **W Railroad & Wye Park**, which is the furthest point from structures and offers the best visibility for responders and firefighters.

Supplemental Emergency Staging Area(s):

If additional manpower or apparatus is needed, crews will be directed to stage at Cle Elum Volunteer Fire Department - Station 51 OR Shoemaker Manufacturing.

Cle Elum Volunteer Fire Department – Station 51
301 N Pennsylvania Ave, Cle Elum, WA 98922

Shoemaker Manufacturing
618 East 1st Street, Cle Elum, WA 98922

Additional Notes:

- No weapons or flammables are permitted for this event. Report any suspicious activities right away.
- Be extremely careful driving to and from event please being aware of extra foot traffic not visible to drivers.

Fire Chief Mills Contact:
509-656-4062 | emills@cleelum.gov

ADDENDUM #002

City of Cle Elum Fire Department

COOKING AT SPECIAL EVENTS REQUIREMENTS

N/A

DATES-FROM _____ TO _____

COOKING TYPE (FUEL): _____

1. Food vendors or food trucks must be state certified or certified through the Cle Elum Fire Department.
2. The Kittitas County Health Department approval must be obtained for cooking on site.

Requirements:
NO cooking under unapproved canopies or in indoor structures. Must be permitted and have permanently affixed labeling of Flame propagation performance testing and certification. A 20-foot clearance must be maintained between the structure or booth. NFPA 701

Cooking devices using propane must have the propane bottle outside the booth and properly secured in an upright position. **Use of propane indoors is PROHIBITED.**

All fittings and hoses used with propane shall be approved for such use by an approved testing laboratory.

Propane shall be limited to the supply on site. **There shall be no remote storage area.**

Propane cylinder size is limited to a 5.76-gallon capacity.

Limit of one propane cylinder per appliance.

Refueling of propane cylinders on site or at other non-approved locations is prohibited.

Portable extinguisher for combustibles shall be provided along egress path. Minimum 2A:10B:C in addition to Class K (if required), 20B:C for generator use, and 2A:40B:C for LP-gas/propane. Must be certified or bought within one year.

Solid fuel cooking appliances, whether or not under a hood, with fireboxes 5 cubic feet (0.14 m^3) or less in volume shall have a minimum 2.5-gallon (9 L) or two 1.5-gallon (6 L) Class K wet-chemical portable fire extinguishers located in accordance with Section 906.1.

A minimum of three (3) feet clearance must be provided between the public and the cooking device by a barricade.

All cooking devices shall be secure, stable, and level and on a nonflammable surface. Cooking equipment using combustible oils or solids shall have a noncombustible lid immediately available. The lid shall be of sufficient size to cover the cooking well completely.

No Smoking within 25 feet of propane cylinder and No Smoking inside a tent of canopy.

Coals shall be fully extinguished and cold, then placed into a clean noncombustible container for disposal.

All propane connections shall be tested for leakage by performing the manufacturers recommended testing procedures.

Barbeques must be kept in a remote area where there is no public access. The barbeque device must be so isolated that any persons other than the operators may not approach nearer than five (5) feet of the device.

The location of the barbeque device should be in a non-enclosed area, and also be located at least Five (5) feet away from any combustible Material and shall have at least five (5) feet of clear working space completely around the device. There shall be a rigid restricting barrier.

Only adults should be allowed inside the barrier. Absolutely no children under twelve (12) years of age shall be within the barrier.

Solid fuel cooking appliances, whether or not under a hood, with fireboxes 5 cubic feet (0.14 m3) or less in volume shall have a minimum 2.5-gallon (9 L) or two 1.5-gallon (6 L) Class K wet-chemical portable fire extinguishers located in accordance with Section 906.1.

One water type extinguisher of at least 2-1/2-gallon capacity shall be available inside the barrier.

Flammable liquids shall not be used to start charcoal.

At the termination of use, the embers and ashes shall be thoroughly soaked with water.

RECEIVED BY: _____ DATE. _____

PLEASE SIGN TWO COPIES. ONE COPY SHALL REMAIN ON SITE AND THE OTHER FOR THE FIRE DEPARTMENT. After receiving this completed application, the Fire Department will review and issue a special events permit. It must be active and on site during the event.

N/A

ADDENDUM #003
City of Cle Elum Fire Department
TENT AND CANOPY REQUIREMENTS

FOR FIRE DEPARTMENT USE AND APPROVAL

_____Provide three sets of layouts drawn to scale showing all equipment and items inside the tent

_____ Show distance from tent to any structures or property lines on layout.
10' away if under 1500 sq ft
30' away if between 1,501 and 15,000 sq. ft.
50' away if over 15,000 sq. ft

_____ ***FOR TENTS OVER 1,500 SQ. FEET:*** An unobstructed passageway Not less than six feet in width and free from guy wires or other Obstructions shall be maintained on all sides of tents.

_____**EXITING**-Exit width, number of exits, aisles, cables matted or flown Above ground. Show location of equipment or tent lines in relation to Exits

_____ No parking within 50 ft. of tent(s) (most restrictive)

_____ It is understood that support vehicles (catering trucks, etc.) must be. At least 20' away from tent.

_____ **"NO SMOKING"** signs will be installed in tent in a conspicuous place (NO ASH TRAYS)

_____ * No. of "No Smoking" signs required

_____ Fire Extinguishers will be provided in all tents and mounted in a Conspicuous place.

_____ * No. of extinguishers required

_____ Occupant Loads: Check on that applies.
over 49- illuminated exit signs.
300 or more - emergency egress lighting and battery exit signs.
1,000 or more - 1 1/2" hose line provided for firefighting.

SAFETY OFFICER(s) required if -

_____ No. of Fire Safety Officers required for this event?
(At $55 per hour, 4 hours minimum per Fire Safety Officer

CATERER:
Name: _____
Address: _____
City: _____
Phone: _____
Contact Person: _____

TENT COMPANY
Name: _____
Address: _____
City: _____
Phone: _____
Contact Person: _____

_____ Notify Inspector Rob Omans of the Department of Building and Safety Of the location, phone number, and dates

_____ A set of approved plans shall be on site and made accessible to the Fire marshal.

_____**NO OPEN FLAME WITHIN THE TENT**- Sterno for warming food is allowed with chafing dishes ONLY.

_____Heaters must be approved type and located 10' away from exits. Propane tanks for heaters will be located outside the tent at least 10' away and secured to tent stakes.

_____ Membrane structures or tents shall have a permanently affixed label bearing the following information:

1. 1.The identification of size and fabric or material.
2. 2.The names and addresses of the manufacturers of the *tent* or air-supported structure.
3. 3.A statement that the fabric or material meets the requirements of Section 3104.2.
4. 4.If treated, the date the fabric or material was last treated with flame-retardant solution, the trade name or kind of chemical used in treatment, name of person or firm treating the fabric or material, and name of testing agency and test standard by which the fabric or material was tested.
5. 5.If untreated, a statement that no treatment was applied when the fabric or material met the requirements of Section 3104.2

THE ABOVE IS CORRECT AND TRUE TO FORM: _____ **DATE:** _____
(Signature)

After receiving this completed application, the Fire Department will review and issue a special events permit. It must be active and on site during the event.

3/2025

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/06/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Foresite Sports LLC DBA: Eventsured 3553 West Chester Pike #418 Newtown Square, PA 19073	CONTACT NAME: Eventsured Customer Service PHONE (A/C, No, Ext): 888-882-5902 FAX (A/C, No): E-MAIL ADDRESS: info@eventsured.com
INSURED Pioneer Day Queen Committee Michael Richard 2881 Middlefork Teanaway Cle Elum, WA 98922	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** INSURER A : Houston Casualty Company — 42374 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** TM507484 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	Y		H25SE00172/TM507484	07/04/2026 12:01AM	07/05/2026 2:01AM	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG DEDUCTIBLE	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 1,000,000 $ 0
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $ $
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

Additional Insureds must be venue managers or municipalities and are added with respect to our insured's operations only. Waiver of Subrogation (WOS) and Primary & Non-Contributory (PNC) wording applies only when coverage is purchased by the insured, required by written contract and as indicated below. This coverage is with respect to the Exhibitor at Event to be held on 07/04/2026 - 07/04/2026 with 150 attendees at City Of Cle Elum 216 E First St Cle Elum, WA 98922. Additional Insureds include: City Of Cle Elum 216 E First St Cle Elum, WA 98922; .

CERTIFICATE HOLDER

City Of Cle Elum
119 W First St
Cle Elum WA, 98922

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Michael Richard
Pioneer Day Queen Coronation Committee
Cle Elum, Washington

February 27, 2026

City of Cle Elum Event Committee
City of Cle Elum
Cle Elum, Washington

2026 Event Application Narrative — Pioneer Day Queen Coronation & Meet & Greet

Dear Members of the Event Committee,

On behalf of the Pioneer Day Queen Coronation Committee, I respectfully submit this event application narrative in support of our request for City of Cle Elum Lodging Tax funding for the 2026 Pioneer Day Queen Coronation and Pioneer Day Queen Meet & Greet. These events serve as the official ceremonial launch of Pioneer Days, Cle Elum's longstanding heritage celebration that attracts visitors from across Washington State and throughout the nation.

Program Overview

The Pioneer Day Queen program honors an outstanding local resident who is over the age of 75, has lived in the Upper Kittitas County community for more than 40 years, and has made significant contributions to the wellbeing and vitality of the region. The program recognizes individuals who embody the spirit, resilience, and shared history that define our community.

The 2026 program includes two public-facing events:

- **Pioneer Day Queen Coronation — June 27, 2026**
- **Pioneer Day Queen Meet & Greet — July 4, 2026**

Historically, the Coronation takes place the week prior to Pioneer Days, held annually on the Saturday closest to Independence Day. Together, these events mark the beginning of the broader Pioneer Days celebration and help establish early visitor engagement leading into the holiday weekend.

Historic Significance

The Pioneer Day Queen Coronation is a cherished community tradition dating back to the 1940s. For generations, the program has served as a meaningful expression of Cle Elum's heritage, honoring community elders while preserving local history through storytelling and public celebration.

Visitors consistently recognize the event as an authentic and welcoming experience that captures the charm of a quintessential small-town celebration. The continuity of this tradition strengthens Cle Elum's identity as a heritage tourism destination rooted in community pride and historical preservation.

Event Locations & Visitor Experience

The Pioneer Day Queen Coronation is held annually at the Upper Kittitas County Senior Center, reinforcing the intergenerational focus of the program and celebrating the contributions of community elders within an inclusive gathering space.

During the Pioneer Days Parade, the honored Queen rides as a guest of honor, followed by a public Meet & Greet at Glondo's Pocket Park. This gathering provides residents, visitors, and parade spectators the opportunity to interact directly with the honoree while extending visitor activity within the downtown core.

Tourism & Overnight Stay Impact

Pioneer Days represents one of Cle Elum's most significant annual tourism periods. The Queen Coronation and Meet & Greet serve as cornerstone events that encourage early arrival and continued participation throughout the festival week.

In 2024, Pioneer Day Queen events generated **34 documented overnight visitors**, and we anticipate similar overnight visitation levels in 2026. These visitors directly support local lodging providers while also contributing to restaurant, retail, and downtown business activity during the peak summer tourism season.

Economic Impact

As the ceremonial launch of Pioneer Days, the Queen Coronation program helps extend visitor stays and enhances the overall festival experience. By encouraging attendance across multiple days of celebration, the events contribute to increased lodging occupancy and sustained economic activity within Cle Elum and surrounding Upper Kittitas County communities.

Marketing & Public Outreach

Promotion of the Pioneer Day Queen events occurs through coordinated community marketing efforts, including:

- Regional event calendars
- Partner organization outreach
- Local media coverage
- Pioneer Days promotional campaigns
- Community and visitor-focused communications

Marketing emphasizes Cle Elum's heritage, authenticity, and welcoming atmosphere, encouraging visitors to attend in person and experience multiple Pioneer Days activities.

Community Partnerships

The Pioneer Day Queen Coronation Committee works collaboratively with the Cle Elum Downtown Association and additional partners throughout Upper Kittitas County to coordinate promotion, logistics, and community participation. These partnerships ensure the program reflects shared regional heritage while strengthening tourism visibility across the area.

Tradition & Continuity

The Pioneer Day Queen Coronation Committee remains committed to preserving this long-honored tradition while ensuring its continued relevance for visitors and future generations. Lodging Tax support plays a critical role in sustaining this heritage program and reinforcing Cle Elum's reputation as a destination that celebrates history, community, and cultural identity.

Thank you for your consideration and for your continued support of events that honor community legacy while attracting visitors to Cle Elum. We value the City's partnership and look forward to contributing to another successful Pioneer Days season in 2026.

Sincerely,

Michael Richard | Chair
Pioneer Day Queen Coronation Committee

Receipt: 20244 03/20/2026
Acct #: 3695 COPY
City Of Cle Elum
119 W First Street
Cle Elum, WA 98922
5096742262

Richard Michael

Cle Elum, WA 98922

Treasurers Receipt
Memo: Pioneer Queen Event 2026

Event Fees/Permits	75.00
Non Taxed Amt:	75.00
Total:	75.00
CC: Xpress	75.00
Ttl Tendered:	75.00
Change:	0.00

Issued By: Whitney Prosek
03/24/2026 15:40:50

RETURN THIS FORM WITH ALL PERTINENT INFORMATION TO CLE ELUM CITY HALL.
YOU WILL BE REQUIRED TO MEET WITH DEPARTMENT HEADS.

CLE ELUM POLICE DEPARTMENT (509) 674-2991

Approved

Approved: No ☐ Yes ☑ (with above conditions) (Attach separate sheet if necessary)
Police Signature: Rich Albo

PUBLIC WORKS DEPARTMENT (509) 674-2262 Ext. 106

Approved

Approved: No ☐ Yes ☑ (with above conditions) (Attach separate sheet if necessary)
Public Works Signature: Mathew Bailey

CLE ELUM FIRE DEPARTMENT (509) 674-1748

Everything is in order and can approve and permit

Approved: No ☐ Yes ☑ (with above conditions) (Attach separate sheet, if necessary)
Fire Department Signature: Edwin L Mills

CITY COUNCIL REPRESENTATIVE (509) 674-2473

Approved

Approved: No ☐ Yes ☑ (with above conditions) (Attach separate sheet, if necessary)
City Council Signature: Linda Tk

CITY ADMINISTRATION (509) 674-2262

Staff Approval: _____ Date:_____

Title	Department Heads - Event Review Pioneer Days Queen Meet &...
File name	Pioneer_Day...nt_2026.pdf and 1 other
Document ID	0fa1e359eb0f4ab0a24a2f4a84d73c80071a58bd
Audit trail date format	MM / DD / YYYY
Status	● Pending signature

Document History

SENT	**03 / 12 / 2026** 08:38:31 UTC-7	Sent for signature to Rich Albo (ralbo@cleelum.gov), Mathew Bailey (mbailey@cleelum.gov), Ed Mills (emills@cleelum.gov), City Council Representative (amalek@cleelum.gov) and City Event Coordinator (wprosek@cleelum.gov) by integrations@hellosign.com acting on behalf of romans@cleelum.gov IP: 69.55.222.58
VIEWED	**03 / 12 / 2026** 09:44:14 UTC-7	Viewed by Rich Albo (ralbo@cleelum.gov) IP: 64.146.186.34
SIGNED	**03 / 12 / 2026** 09:46:58 UTC-7	Signed by Rich Albo (ralbo@cleelum.gov) IP: 64.146.186.34
VIEWED	**03 / 12 / 2026** 12:30:11 UTC-7	Viewed by Ed Mills (emills@cleelum.gov) IP: 69.55.222.58

Title	Department Heads - Event Review Pioneer Days Queen Meet &...
File name	Pioneer_Day...nt_2026.pdf and 1 other
Document ID	0fa1e359eb0f4ab0a24a2f4a84d73c80071a58bd
Audit trail date format	MM / DD / YYYY
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Document History

SIGNED	**03 / 12 / 2026** 12:33:45 UTC-7	Signed by Ed Mills (emills@cleelum.gov) IP: 69.55.222.58
VIEWED	**03 / 16 / 2026** 15:06:35 UTC-7	Viewed by Mathew Bailey (mbailey@cleelum.gov) IP: 209.209.16.190
SIGNED	**03 / 16 / 2026** 15:08:53 UTC-7	Signed by Mathew Bailey (mbailey@cleelum.gov) IP: 209.209.16.190
VIEWED	**03 / 18 / 2026** 06:52:40 UTC-7	Viewed by City Council Representative (amalek@cleelum.gov) IP: 172.56.109.75
SIGNED	**03 / 18 / 2026** 06:53:20 UTC-7	Signed by City Council Representative (amalek@cleelum.gov) IP: 172.56.109.75
INCOMPLETE	**03 / 18 / 2026** 06:53:20 UTC-7	This document has not been fully executed by all signers.

119 West First Street
Cle Elum, WA 98922

Telephone · (509) 674-2262
Fax · (509) 674-4097
www.cleelum.gov

Stamp & initial

EVENT PERMIT APPLICATION

The purpose of this permit is to help the event organizer, and the City of Cle Elum build the best possible events for our community. We know how hard you work on your events and want to make sure that you have all the tools you will need to ensure a great event. Please return this application to the City of Cle Elum City Hall at 119 W First Street.

OFFICAL USE ONLY	
Event Name:	HI90 Grindy Bicycle Ride 2026
Permit #:	EVT- 2026-009-06-06
Fee Total:	$75.00
Related Permits:	

FEES[1]

- **$75** if application is submitted at least 60 days prior to event.
- **$150** if application is submitted less than 60 days prior to event.

WHEN IS AN EVENT PERMIT REQUIRED?

Events planned to take place on public property must submit an event application. An event application is also required for events on private property if they have the potential to substantially impact the normal operations of the city. This includes, but is not limited to, effects on pedestrian traffic flow, parking availability, vehicle traffic flow, street access (such as the need for street closures), or any potential risk to public safety. Additionally, an event application and safety plan are required when cooking in public or when there is any other known potential safety risk to the public.

Substantial, in this context, refers to any impact that is significant enough to noticeably alter or disrupt the normal operations of the city in more than a temporary or minor way. This includes but is not limited to causing delays, congestion, or increased demand on city resources, services, or infrastructure, and necessitating additional planning, resources, or measures to maintain public safety and order. The duration of the event may also be a factor in determining whether the impact is substantial.

ADDITIONAL CONTACT INFORMATION:

Kittitas County Public Health Department ..... (509) 962-7515

Kittitas County Chamber of Commerce (promotion) ..... (509) 925-2002

Northern Kittitas County Tribune (newspaper) ..... (509) 674-2511

Washington State Liquor Control Board ..... (206) 764-4020

Cle Elum Fire Department – Chief Ed Mills .....emills@cleelum.gov.....(509) 656-4062

WSDOT – Traffic Control / Right of Way use ..... (509) 577-1788

[1] City entities, including—but not necessarily limited to—CEFD, CERPD and CE Public Works, as well the Cle Elum Downtown Association and the Carpenter Memorial Library, are exempt from application fees.

Applicant ("Event Organizer")	
Name: Jake Maedke	Business License #
Title: Event Director	
Sponsoring Organization: Vicious Cycle Events Inc.	
Mailing Address: 139 E ST SW Ephrata, WA 98823	
Phone Number: 509-750-0977	Email: ephratabikes@gmail.com
Primary Contact Person *During Event*	Same as Applicant ☑
Name:	
Title:	
Local Address:	
Email: karenmaedke@gmail.com	
Daytime Phone Number:	Mobile Phone:
Secondary/Emergency Contact Person *During Event* (*available to respond in the absence of Event Organizer)*	
Name: Karen Maedke	
Title:	
Local Address: 139 E ST SW Ephrata, WA 98823	
Daytime Phone Number:	Mobile Phone: 509 760-3620

REQUIRED – Applicant Checklist
Event Permit Application received a minimum of 60 days prior to event, and the total fee paid to City Hall.
Signed and dated Hold Harmless Agreement • For parades: each parade entrant must sign and submit the Parade Entrant Hold Harmless Agreement to the event organizer. The event organizer is responsible for retaining these agreements.
Certificate of Liability Insurance • "City of Cle Elum" at 119 W First St., Cle Elum, WA 98922 must be named as "Additional Insured" to all coverage • As applicable, coverage for alcohol service must be specified • As applicable, coverage for injury by animals must be specified
Supplemental pages below with a complete and detailed description of the event, including a schedule and location of event(s). • If serving alcohol, WA Liquor and Cannabis Control Board Banquet Permit or other applicable alcohol service license measures taken to comply with State regulations must be addressed in detail: https://lcb.wa.gov/licensing/outdoor_alcohol_service

• Cle Elum Fire Department-approved Special Events Permit including Addendum #001 Fire and Life Safety Plan and additional Addendums as needed. Contact the Chief of CEFD for guidance.
Site Plan including items such as the location of garbage receptacles, portable bathrooms, stage, seating, venders, street closures, barricades, alcohol measures taken etc.
As applicable, list of vender names and contact details • All venders must have or obtain a business license endorsement for the City of Cle Elum: https://dor.wa.gov/open-business/apply-business-license
If requesting street closures, event organizer must notify all adjacent residents and/or businesses of the proposed closure a minimum of three (3) weeks before the regular Lodging Tax & Event Committee meeting at which the application will be reviewed. Notification must also inform recipients they have the opportunity to comment on the proposed closure by attending the meeting (either in-person or virtually) or via email: wprosek@cleelum.gov. Include a copy of the notification. o Road closures on First Street must contact WSDOT
Other Information
After approval from the Lodging Tax and Event Committee, and any Special Events Permits issued with CEFD, this Event will be subject to a Fire Safety Check on the day of the Event by Cle Elum Fire Department.

EVENT DESCRIPTION:

Event Name:	Hi90 Grindy		
Event Type:	☐ Minor (≤ 50 Attendees)	☑ Major (> 50 Attendees)	
Brief Description of Event:	80 Mile bicycle ride		
Parade Map:	☑ My event does not include a parade. ☐ I acknowledge the Cle Elum-Roslyn Police Department has a pre-approved parade map, which has been provided. Should I wish to suggest an alternate route, I confirm that I have attached a map of this route and included a detailed explanation for it the attached event description. I understand this route is subject to CERPD approval. I further understand that approval is not guaranteed and may be rescinded at any time.		
Event Start Date:	6/6/26	**Event End Date:**	6/6/26
Day(s) of the Week:	☐ SUN ☐ MON ☐ TUE ☐ WED ☐ THU ☐ FRI ☑ SAT		
Event Start Time:	8:00 am	**Event End Time:**	5:00 pm
Date of Set Up:	6/5/26	**Time of Set Up:**	8:00 am
Date of Take Down:	6/6/26	**Time of Take Down:**	5:00 pm
Facilities to be Used: (Check all that Apply)	☐ Park ☑ Street ☐ Sidewalk ☐ Private Property		
Location:	See attached map		

Expected Crowd Size:					
Participants:	200	**Spectators:**	0	**Event Personnel & Volunteers:**	10

Previous Occurrences:			
Has the event occurred previously?	☐ No ☑ Yes	**If yes, on which date(s)?**	6/7/25
Change(s) from previous year?	☑ None	☐ See Explanation Attached	
Will you charge an admission fee?	☐ No ☑ Yes	**If yes, how much?**	$50-$95

STREET CLOSURES:

Will your event require any street closures?	☑ No Skip to next section.		☐ Yes Continue below.
Street(s):		**Section(s):**	
Proposed Method(s) of Closure:			
	☐ Both my attached site plan and event description include full details of the location(s) and methods of my proposed closures.		
Neighborhood Notification:	☐ I have attached an example of the written notice provided to the adjacent residents and/or business owners regarding the proposed street closures.		
Traffic Control:	☐ I acknowledge that event organizers must contract with CEFD or another organization with Washington State Flagger or Traffic Control Supervisor certification for traffic control services.		
Impact on SR 903:	☐ I acknowledge that any impact to traffic on SR 903 (Second Street from Oakes Ave west toward Roslyn; Oakes Ave between First and Second Streets; First Street east from Oakes Ave), including but not limited to street closure and parking, must be discussed and approved by the Washington State Department of Transportation (WSDOT).		

RIGHT OF WAY (SIDEWALK) USE:

Will you require use of a city sidewalk during your event?	☑ No Skip to next section.	☐ Yes Continue below.
Description of Proposed Use:		
Use Permit Required:	☐ I acknowledge that I separately must request and receive approval of a Sidewalk Use Permit, the application for which is available at https://cleelum.gov/forms-and-applications/.	

COOKING:

Will there be on-site cooking?	☑ No Skip to next section.		☐ Yes Include Fire Addendum #002
Description of Planned Cooking:		**Purpose:**	
Acceptable Fuels:	☐ I acknowledge that only propane, pellets or electrical fuels are acceptable during a burn ban.		
CEFD Requirements:	☐ Completed Cle Elum Fire Department Special Events Permit application is attached below (incl Addendum #002).		

TENTS/ CANOPIES:

Will tents be erected?	☑ No Skip to next section.	☐ Yes Include Fire Addendum #003 as necessary
Number of Tents Anticipated:		
CEFD Requirements:	☐ Completed Cle Elum Fire Department Special Events Permit application is attached below (incl Addendum #003 if needed).	

ALCOHOL SERVICE:

Will alcohol be served?	☑ No Skip to next section.	☐ Yes Continue below.
Will alcohol be sold?	☐ No	☐ Yes
Regulatory Compliance:	☐ I acknowledge alcohol service must comply with requirements described in WAC 314-03-200, including (but not necessarily limited to): o Barriers around service area of minimum 42 inches (3.5 feet) in height; o Entry/exit points to service area may not exceed 10 feet in combined total; o Controlled and monitored entry to service area and dedicated attendant, wait staff or server when patrons present; o No open containers permitted to leave service area. ☐ I acknowledge that these requirements are subject to change based on legislative or agency action. Should there be any discrepancy between State regulation and this document, I understand that State regulation takes precedence.	
Security Plan:	☐ I have included a detailed security plan specific to alcohol service in my event description.	
Banquet Permit:	☐ Approved WA State Liquor and Cannabis Control Board Banquet Permit attached.	

ENTERTAINMENT:

Describe Planned Entertainment:	☑ None			
Sound system?	☐ Acoustic		☐ Amplified	
Music/Sound Start Time:		**Music/Sound End Time:**		
Statutory Limitations:	☐ I acknowledge I have read and understood CEMC 5.24 and the limitations it imposes on certain types of entertainment. ☐ I acknowledge I have read and understood CEMC 8.05 and the limitations it imposes on noise. Generally, noise occurring between the hours of 10:00 PM to 7:00 AM and emanating more than 50 feet beyond the property line, or more than 100 feet from the property line at any other time of day, is prohibited unless granted an exception by the City.			
Will you require an exception to the noise ordinance?	☐ No Skip to next section.		☐ Yes Continue below.	
Request Submission:	☐ I acknowledge that, per CEMC 8.05, a formal request must be submitted to the City Administrator no later than 30 days prior to my event.			
Will there be venders?	☐ No	☐ I understand that each vender must have a valid business license endorsement for the City of Cle Elum.		

RISK AND LIABILITY MANAGEMENT:

Liability Insurance:	☑ I have attached a current, valid Certificate of Liability Insurance naming "City of Cle Elum", at 119 W First St., Cle Elum, WA 98922, "Additional Insured" to all coverages.
Additional Animal Liability Coverage:	☐ I have attached proof of specific additional coverage for animal liability. ☑ My event does not involve animals.
Additional Coverage for Alcohol Service:	☐ I have attached proof of specific additional coverage for alcohol service. ☑ My event does not involve alcohol service.
Hold Harmless Agreement:	☑ I have attached a complete, signed Hold Harmless Agreement.
Hold Harmless Agreement – Parade Entrants:	☐ I understand that it is my responsibility to obtain and retain signed Hold Harmless Agreements from each parade entrant. ☑ My event does not include a parade.
Traffic Control and Security	☑ I understand that it is my or my organization's responsibility to arrange for necessary traffic control and security; my attached site plan includes detailed information on these measures.

SANITATION:

Portable Toilet Facilities:	☑ I understand that it is my or my organization's responsibility to provide and maintain portable toilet facilities for my event. These are identified in the attached site map and program description. ☑ Required ratio: 1 toilet per 50 people per 4 hours.
Trash Collection and Disposal:	☑ I understand that it is my or my organization's responsibility to provide and maintain trash receptacles for my event. These are identified in the attached site map and program description.
Post-Event Cleanup:	☑ I understand that post-event cleanup is my or my organization's responsibility. I further understand that, should any city resources—including personnel time—be required to clean up after my event, the city may elect to bill for said resources.

PROMOTION (OPTIONAL):

Planned Method(s) of Promotion:	☐ TV ☐ Radio ☐ Newspaper ☐ Flyers ☐ Posters ☐ Mailers ☐ Social Media ☐ Other (see below)	
Do you plan to promote beyond a 50-mile radius?	☐ No	☐ Yes (see below)
Lodging Tax Application:	Events targeting attendees from beyond a 50-mile radius may be eligible for financial support—on a reimbursement basis—from Lodging Tax funds. A separate application must be submitted prior to your event; after-the-fact applications will not be accepted. We encourage you to explore this option: https://cleelum.gov/forms-and-applications/.	

CITY DEPARTMENT COMMENT PAGE:

☐ The page for comment and signature from City departments will be circulated electronically on behalf of the event of organizer. However, the event organizer is strongly encouraged to reach out prior to submission to discuss plans in order to proactively address concerns and incorporate advice in the final proposal.

Authorization	
I acknowledge this permit application must be completed, signed, and returned to Cle Elum City Hall along with all required supplemental materials no later than 30 days prior to my event. I understand that any misrepresentation in this permit application or deviation from the final agreed upon route and/or method of operation described herein, may result in the immediate revocation of the permit. I further understand that the City retains the right to deny, revoke or cancel this permit at any time due to changes in conditions and risk potential *I certify under penalty of perjury that the information above is correct to my best knowledge.*	
Applicant Signature: 	**Date:** 3/6/26

This application will not be processed and will be deemed incomplete if all required components are not attached to application on the day of submission.

RETURN TO: Cle Elum City Hall
119 W First St
Cle Elum, WA 98922

wprosek@cleelum.gov
Office (509) 674-2262
Fax (509) 674-4097

HOLD HARMLESS AGREEMENT

This Agreement made this 6 (Day) day of March (Month), 2026 (Year), between the City of Cle Elum, referred to as "CITY" herein, and Vicious Cycle Events Inc. (Name) at, 139 E ST SW Ephrata, WA 98823 (Mailing Address, City, State, Zip) referred to as "USER" herein.

For good and valuable consideration, receipt of which is acknowledged, it is hereby agreed:

SECTION I

USER undertakes to indemnify and hold harmless CITY from any liability, loss or damage that the USER may suffer as a result of any claims, demands, costs, or judgments against the CITY arising out of the acts, omissions, or activities that USER conducts under the CITY'S license or permit whether liability, loss or damage is caused by, or arises out of the negligence of USER or its officers, agents, employees or otherwise.

SECTION II

This Agreement shall commence on the date that the CITY issues its license or permit to USER and shall continue in full force until the permit and license expire. The renewal of the permit and/or associated license(s), if any, automatically renews this Agreement. The duty to indemnify the CITY for claims, demands, costs or judgments against it that arise during the Agreement survives the expiration of the Agreement.

SECTION III

CITY agrees to notify USER in writing, within thirty (30) days, by certified mail, at USER'S address as stated in this Agreement, of any claim made against CITY on the obligations indemnified against.

SECTION IV

USER agrees to defend against and indemnify CITY any claims brought or actions filed against CITY with respect to the subject of the indemnity contained herein, whether such claims or actions are rightfully or wrongfully brought or filed. In case a claim should be brought or an action filed with respect to the subject indemnity herein, USER agrees the CITY may employ an attorney of its own selection to appear and defend the claim or action on behalf of CITY, at the expense of USER. The CITY, at its option, shall retain sole authority for the direction of the defense, and shall be the sole judge of the acceptability of any compromiser or settlement of any claims or actions against CITY.

SECTION V

Vouchers or other similar, property evidence showing payment by CITY of any loss, damage, or in expense covered under this Agreement shall be conclusive evidence, (except in cases of fraud) against USER as to fact and amount of USER'S liability hereunder.

SECTION VI

USER covenants that it shall not institute any action or suit at law or in equity against CITY, nor institute, prosecute or in any way aid in the institution or prosecution of any claim, demand action, or cause of action for damages, costs, loss of services, expenses, or compensation for any damage for any damage, loss, or injury either to person or property, or both, whether known or unknown, developed or underdeveloped, past, present, or future, arising out of activities that USER conducts under a license/permit issued to USER by CITY.

Jake Maedke
'USER' Signature

Jake Maedke
Print Name

Event Director
Title

3/2025

PARADE ENTRANT HOLD HARMLESS AGREEMENT

PARADE NAME: _____

I and those involved with my entry hereby release City of Cle Elum from any and all claims for damages on account of injury to either my person, property or livestock in conjunction with the above event. I hereby agree to abide by the rules and regulations of the Parade and to conduct myself accordingly.

I acknowledge that I am participating in a parade that requires that I have safe equipment, floats or livestock. I will not do anything that would pose a substantial risk to any participant or spectator at said event and take full responsibility for those in my entry. I also agree to indemnify, defend and hold harmless and release said City of Cle Elum therewith from any and all claims or responsibility, whatsoever, in case I should be injured while participating in said event including any injury whatsoever that I may cause to any spectator.

I agree that the City of Cle Elum are not liable in any way or manner for any injury to me or any injury I should cause or that should occur if I choose to distribute any type of material from the parade route.

I AGREE THAT I OR THOSE INVOLVED WITH MY ENTRY WILL NOT THROW ANY TYPE OF TREATS OR MATERIAL TO THE CROWD ALONG THE PARADE ROUTE.

I have read the release and hold harmless agreement and agree to its terms and have executed the same voluntarily.

Parade Entrant Signature: _____ Date_____

Parade Entrant Print Name: _____

Address: Street _____

City _____ State _____ Zip: _____

Phone: _____

E-mail: _____

City of Cle Elum Fire Department
SETUP REQUIREMENTS FOR SPECIAL EVENT PERMITS
If event is held in the city limits of Cle Elum and has an occupancy count of over 100 persons

_X_ Fire and Life Safety Plan ADD #001

____ Cooking ADD #002

____ Cooking during burn ban ADD #002 – *Must contact Fire Dept directly for burn ban cooking requirements*

____ Tents/Canopy under 400 sq ft

____ Large Tent over 400 sq ft ADD #003

____ Generator

____ Carnival

___ Only Acknowledgement of Requirements

All setups and operations are subject to field inspection by an inspector.

- COOKING: Special Event Permit is required for any open flame or cooking on premises. (Including food trucks)
    - Event organizers shall be responsible for compliance with conditions listed in **ADDENDUM #002** by all cooking vendors.
    - Event organizer(s) shall be responsible for submitting to the Fire Department a list of all cooking vendors and the signed copies of **ADDENDUM #002** (Requirement for cooking), by each cooking vendor.

- COOKING DURING A BURN BAN: additional requirements including **ADDENDUM #002**
    - Portable barbeques may only use propane, pellets, or electricity as fuel.
    - Any other fuels would require additional authorization and permitting.
    - Must contact Fire Dept directly for burn ban cooking requirements

- TENTS: For larger tents please submit **ADDENDUM #003**
    - Tents and canopies shall have a State Fire Marshal Flame Resistance Rating, and weighted properly for safety for all weather events and hazards.

- GENERATORS:
    - Must be placed 10 feet from the building. **Also, must have a minimum 20BC Fire Extinguisher placed nearby**.

- CARNIVAL AREA: Provide an additional extinguisher throughout. (within 75' of travel)
    - All rides shall have a 2A-10BC fire extinguisher. NO rides may be within 20 feet of a building.

GENERAL SETUP: **All set ups will generally require ADDENDUM #001**

- Electrical wires or cables, and any gas/water piping on ground located in public areas must be matted, taped or flown.
- If a propane tank is used, a minimum of 10 feet clearance must be kept between a tank and appliance(s).
- Compressed gas cylinders shall always be secured and capped if not being used.
- Other permits may be required for electrical lines or gas lines outside of a building, contact the Building Department.
- Portable extinguisher for combustibles shall be provided along egress path. Minimum 2A:10B:C in addition to Class K (if required), 20B:C for generator use, and 2A:40B:C for LP-gas/propane. Must be certified or bought within one year.
- ALL exits and aisles must be maintained free and clear of any items.
- All venue occupant loads shall be maintained.
- All fire protection systems shall be visible and unobstructed.
- No motor vehicles shall be operated in the event area.
- Event signs, fire lanes signs and occupant load signs shall be displayed and visible before the event is opened to the public.
- ALL decorations, etc. shall be flame retardant.
- A 7-foot overhead clearance must be maintained in all public access areas.
- A 20-foot Fire Lane with a minimum 14-foot overhead clearance must be maintained unobstructed.
- All Booths shall be a minimum of 10 feet away from structures.
- Tables shall be arranged so that the seating edges of adjacent tables are not less than 54 inches apart.
- Rectangular tables arranged to accommodate seating on one side only shall have not less than 36 inches between adjacent table edges.
- Every chair shall be within 20 feet of an aisle.
- Loose Chair seating the space between rows of chairs shall be not less than 33 inches. The space between the back of each seat and front of the seat immediately behind will not be less than 12 inches, Seats shall be arranged so that there shall be not more than six intervening seats between any seat and the nearest aisle.
- AT THE END OF EVENT: At the closing of the event, event organizers shall maintain the perimeter and not allow motor vehicles into the event area until the public is cleared.

Jake Maedke _____ 3/6/26

SIGNATURE/TITLE DATE

After receiving this completed application, the Fire Department will review and issue a special events permit. It must be active and on site during the event.

3/2025

ADDENDUM #001
City of Cle Elum Fire Department

Fire & Life Safety Plan

EVENT NAME: HI 90 Grindy Bicycle Ride

Address of Event: 1015 East 2nd St, Cle Elum

DATE OF EVENT: June 6, 2026

Permit

Point of Contact/Responsible for emergency plans:

YOUR NAME AND PHONE Jake Maedke (509) 750-0977

Dru Ernst | Founder / President 206.375.5717 / dru@drubru.com

BUSINESS/SPONSOR NAME Vicious Cycle Events

EMAIL ADDRESS ephratabikes@gmail.com

Additional Emergency Contact:

NAME AND NUMBER: Karen Maedke (509) 760-3620

Business License UBI number: 603198215

- **In the event of an emergency call 911** reporting all issues to KITTCOM they will page out appropriate resources.
- **Medical emergencies** call 911 stay online until first responders arrive on scene. This will give incoming help updates on patient and scene.
- **Fire events:** stay calm, work through the safety plans.
- **6 Fire Extinguishers**: LOCATIONS: will be mapped through building. One class k extinguisher at cooking area. 1 will be at event staging location: Dru Bru 1015 E 2nd St Cle Elum.

- **Other Fire equipment**: At Building Site
  - Hydrants or water source – LOCATIONS are at north back side of building and South side toward street. One across Floral Ave at 3rd Street.
  - Smoke Alarms – LOCATIONS throughout building at Dru Bru Alarm will sound with smoke or pull station.
  - Carbon Monoxide Alarm- LOCATIONS in Kitchen area.
  - Nitrogen/CO2 Alarm System - LOCATION in brewing area.
  - Building is Sprinklered FDC on
- **Site Plan: Site plan included in this application**
- **Entrances/Exits** 2 sets of Double doors to the west of building.
- **Fire Suppression System** Sprinkler heads activate on heat and will charge in the event of a fire. *Extinguishers with cooking grease fires. The pull station will activate alarm and dispatch fire: Extinguishers. Be familiar with **PASS** Pull, Aim Squeeze and Sweep.*
- **The Evacuation Assembly Point (EAP)** *1: EAP is in front of the building toward 3rd and floral. It is furthest away from structures and is the most viewable point to responders/ firefighters. This is furthest away from structures and is the most viewable point to responders/ firefighters. People will be out of the way of incoming responders and fire hydrants if needed.*

For help contact: Fire Chief Mills Contact – 509-656-4062, emills@cleelum.gov

After receiving this completed application, the Fire Department will review and issue a special events permit. It must be active and on site during the event.

3/2025

ADDENDUM #002

City of Cle Elum Fire Department

COOKING AT SPECIAL EVENTS REQUIREMENTS

DATES-FROM _____ TO: _____

COOKING TYPE (FUEL): _____

1. Food vendors or food trucks must be state certified or certified through the Cle Elum Fire Department.
2. The Kittitas County Health Department approval must be obtained for cooking on site.

Requirements:

NO cooking under unapproved canopies or in indoor structures. Must be permitted and have permanently affixed labeling of Flame propagation performance testing and certification. A 20-foot clearance must be maintained between the structure or booth. NFPA 701

Cooking devices using propane must have the propane bottle outside the booth and properly secured in an upright position. **Use of propane indoors is PROHIBITED.**

All fittings and hoses used with propane shall be approved for such use by an approved testing laboratory.

Propane shall be limited to the supply on site. **There shall be no remote storage area.**

Propane cylinder size is limited to a 5.76-gallon capacity.

Limit of one propane cylinder per appliance.

Refueling of propane cylinders on site or at other non-approved locations is prohibited.

Portable extinguisher for combustibles shall be provided along egress path. Minimum 2A:10B:C in addition to Class K (if required), 20B:C for generator use, and 2A:40B:C for LP-gas/propane. Must be certified or bought within one year.

Solid fuel cooking appliances, whether or not under a hood, with fireboxes 5 cubic feet (0.14 m^3) or less in volume shall have a minimum 2.5-gallon (9 L) or two 1.5-gallon (6 L) Class K wet-chemical portable fire extinguishers located in accordance with Section 906.1.

A minimum of three (3) feet clearance must be provided between the public and the cooking device by a barricade.

All cooking devices shall be secure, stable, and level and on a nonflammable surface. Cooking equipment using combustible oils or solids shall have a noncombustible lid immediately available. The lid shall be of sufficient size to cover the cooking well completely.

No Smoking within 25 feet of propane cylinder and No Smoking inside a tent of canopy.

Coals shall be fully extinguished and cold, then placed into a clean noncombustible container for disposal.

All propane connections shall be tested for leakage by performing the manufacturers recommended testing procedures.

Barbeques must be kept in a remote area where there is no public access. The barbeque device must be so isolated that any persons other than the operators may not approach nearer than five (5) feet of the device.

The location of the barbeque device should be in a non-enclosed area, and also be located at least Five (5) feet away from any combustible Material and shall have at least five (5) feet of clear working space completely around the device. There shall be a rigid restricting barrier.

Only adults should be allowed inside the barrier. Absolutely no children under twelve (12) years of age shall be within the barrier.

Solid fuel cooking appliances, whether or not under a hood, with fireboxes 5 cubic feet (0.14 m3) or less in volume shall have a minimum 2.5-gallon (9 L) or two 1.5-gallon (6 L) Class K wet-chemical portable fire extinguishers located in accordance with Section 906.1.

One water type extinguisher of at least 2-1/2-gallon capacity shall be available inside the barrier.

Flammable liquids shall not be used to start charcoal.

At the termination of use, the embers and ashes shall be thoroughly soaked with water.

RECEIVED BY: _____ DATE. _____

PLEASE SIGN TWO COPIES. ONE COPY SHALL REMAIN ON SITE AND THE OTHER FOR THE FIRE DEPARTMENT. After receiving this completed application, the Fire Department will review and issue a special events permit. It must be active and on site during the event.

ADDENDUM #003
City of Cle Elum Fire Department
TENT AND CANOPY REQUIREMENTS

FOR FIRE DEPARTMENT USE AND APPROVAL

_____Provide three sets of layouts drawn to scale showing all equipment and items inside the tent

_____ Show distance from tent to any structures or property lines on layout.
10' away if under 1500 sq ft
30' away if between 1,501 and 15,000 sq. ft.
50' away if over 15,000 sq. ft

_____ ***FOR TENTS OVER 1,500 SQ. FEET:*** An unobstructed passageway Not less than six feet in width and free from guy wires or other Obstructions shall be maintained on all sides of tents.

_____ **EXITING**-Exit width, number of exits, aisles, cables matted or flown Above ground. Show location of equipment or tent lines in relation to Exits

_____ No parking within 50 ft. of tent(s) (most restrictive)

_____ It is understood that support vehicles (catering trucks, etc.) must be. At least 20' away from tent.

_____ **"NO SMOKING"** signs will be installed in tent in a conspicuous place (NO ASH TRAYS)

_____ ***** No. of "No Smoking" signs required

_____ Fire Extinguishers will be provided in all tents and mounted in a Conspicuous place.
_____ * No. of extinguishers required

_____ Occupant Loads: Check on that applies.
over 49- illuminated exit signs.
300 or more - emergency egress lighting and battery exit signs.
1,000 or more - 1 1/2" hose line provided for firefighting.

SAFETY OFFICER(s) required if -

_____ No. of Fire Safety Officers required for this event?
(At $55 per hour, 4 hours minimum per Fire Safety Officer

CATERER:
Name: _____
Address: _____
City: _____
Phone: _____
Contact Person: _____

TENT COMPANY
Name: _____
Address: _____
City: _____
Phone: _____
Contact Person: _____

_____ Notify Inspector Rob Omans of the Department of Building and Safety Of the location, phone number, and dates
_____ A set of approved plans shall be on site and made accessible to the Fire marshal.

_____ **NO OPEN FLAME WITHIN THE TENT**- Sterno for warming food is allowed with chafing dishes ONLY.

_____ Heaters must be approved type and located 10' away from exits. Propane tanks for heaters will be located outside the tent at least 10' away and secured to tent stakes.

_____ Membrane structures or tents shall have a permanently affixed label bearing the following information:

1. 1.The identification of size and fabric or material.
2. 2.The names and addresses of the manufacturers of the *tent* or air-supported structure.
3. 3.A statement that the fabric or material meets the requirements of Section 3104.2.
4. 4.If treated, the date the fabric or material was last treated with flame-retardant solution, the trade name or kind of chemical used in treatment, name of person or firm treating the fabric or material, and name of testing agency and test standard by which the fabric or material was tested.
5. 5.If untreated, a statement that no treatment was applied when the fabric or material met the requirements of Section 3104.2

THE ABOVE IS CORRECT AND TRUE TO FORM: _____ **DATE:** _____
(Signature)

After receiving this completed application, the Fire Department will review and issue a special events permit. It must be active and on site during the event.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/21/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
McKay Insurance Agency, Inc. 106 East Main Street P O Box 151 Knoxville IA 50138	PHONE (A/C, No, Ext): (641) 842-2135	FAX (A/C, No): (641) 828-2013
	E-MAIL ADDRESS: sports@mckayinsagency.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Evanston Insurance Company	35378
INSURER B : Gerber Life Insurance Company	70939
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Silent Sports Association - NBTS SE
Vicious Cycle Events Inc.
139 E. Street SW
Ephrata WA 98823

COVERAGES **CERTIFICATE NUMBER:** CL2612168727 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Includes Athletic Participants [ ] GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [X] OTHER: Event	Y	N	3607AH010099-8	06/06/2026	06/07/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 300,000 $ Excluded $ 1,000,000 $ 2,000,000 $ 2,000,000 $
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY [ ] [ ]						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
B	Accident Medical			15-070944-25	06/06/2026	06/07/2026	Excess Deductible $250	$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

HI90 Grindy Bicycle Ride: June 6, 2026. Certificate holder is an additional insured but only with respect to liability arising out of the operations of the above named insured. "This policy is issued, pursuant to Iowa Code section 515.147, by a nonadmitted company in Iowa and as such is not covered by the Iowa Insurance Guaranty Association."

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Receipt: 20234 03/18/2026
Acct #: 3693 COPY
City Of Cle Elum
119 W First Street
Cle Elum, WA 98922
5096742262

Jacob Maedke

Ephrata, WA 98823

Treasurers Receipt
Memo: EVT-2026-009-06-06 - HI90
Grindy Bicycle Ride 2026

Event Fees/Permits	75.00
Non Taxed Amt:	75.00
Total:	75.00
CC: Xpress	75.00
Ttl Tendered:	75.00
Change:	0.00

Issued By: Whitney Prosek
03/17/2026 17:22:55

HI90 Grindy Bicycle Ride
Saturday June 6, 2026
Start: 8:00/9:00/10:00 am -at Dru Bru (1015 E 2nd St)

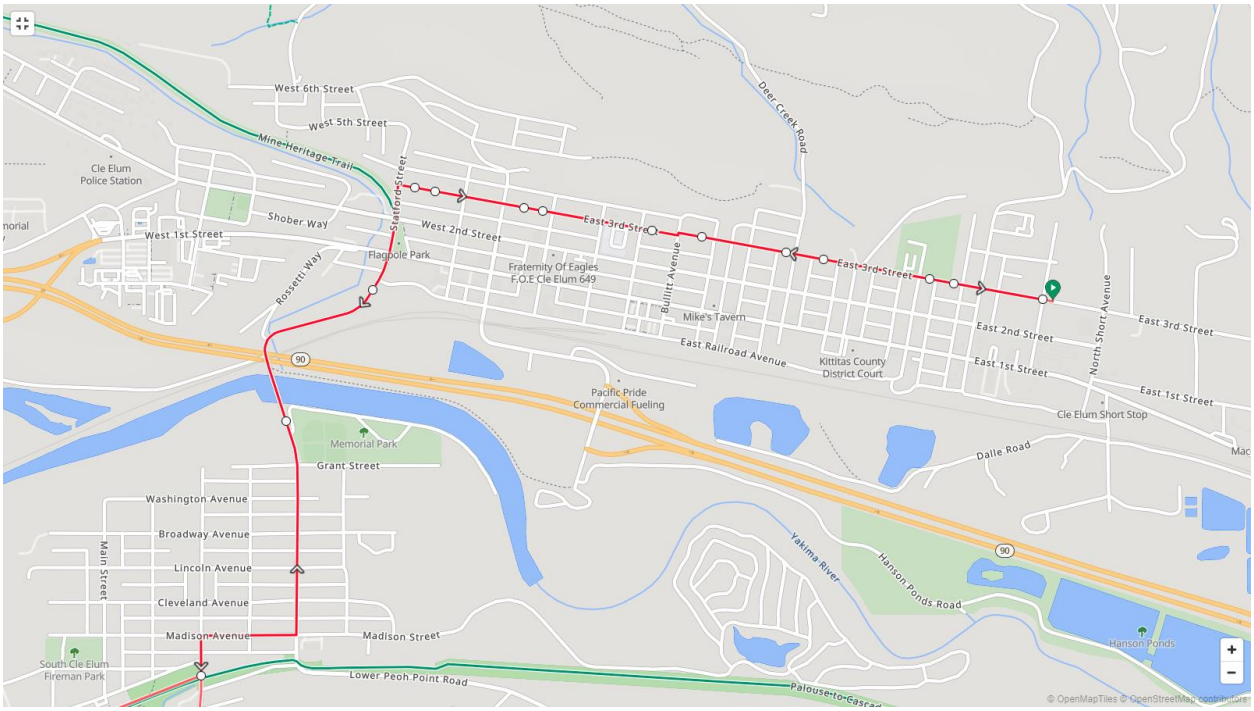
Three start times = Long Course/Med Course/Short Course. We lead each group slowly and safely out of town.

Our route: starting at Dru Bru head west on 3rd St, then turn left on Statford St, continue onto So Cle Elum Way, right turn on Madison St, left on 6th St, continue on to Westside Rd. If available, a police escort would be nice, allowing us to roll through intersections and stop lights. Riders will begin to trickle back into town around 2:00 pm and will return via the same route. This is not a race and riders are required to follow all traffic laws.

3rd St
Statford St
So Cle Elum Way
Madison St
6th St
Westside Rd

We would like use Centennial Park for overflow parking.

This is an annual event and previously happened on June 8, 2024, and June 7, 2026. We expect approximately 150 participants and hope to keep them in town long enough to spend some money and give a little boost to the community. We have over 20 years of experience promoting these “Gran Fondo” style bicycle events.



RETURN THIS FORM WITH ALL PERTINENT INFORMATION TO CLE ELUM CITY HALL.
YOU WILL BE REQUIRED TO MEET WITH DEPARTMENT HEADS.

CLE ELUM POLICE DEPARTMENT (509) 674-2991

Approved

Approved: No ☐ Yes ☑ (with above conditions) (Attach separate sheet if necessary)
Police Signature: Rich Albo

PUBLIC WORKS DEPARTMENT (509) 674-2262 Ext. 106

Approved

Approved: No ☐ Yes ☑ (with above conditions) (Attach separate sheet if necessary)
Public Works Signature: Mathew Bailey

CLE ELUM FIRE DEPARTMENT (509) 674-1748

Staff should have a copy of fire and life safety plans

Approved: No ☐ Yes ☑ (with above conditions) (Attach separate sheet, if necessary)
Fire Department Signature: Edwin L Mills

CITY COUNCIL REPRESENTATIVE (509) 674-2473

Approved

Approved: No ☐ Yes ☑ (with above conditions) (Attach separate sheet, if necessary)
City Council Signature: Linda Tk

CITY ADMINISTRATION (509) 674-2262

Staff Approval: _____ Date:_____

Title	Department Heads - Event Review -HI90 Grindy bicycle ride...
File name	HI90_Grindy_Event_2026.pdf and 1 other
Document ID	c50761f0281a48b750503a26f4450db019dc84e2
Audit trail date format	MM / DD / YYYY
Status	● Pending signature

Document History

SENT	**03 / 06 / 2026** 11:17:07 UTC-7	Sent for signature to Rich Albo (ralbo@cleelum.gov), Mathew Bailey (mbailey@cleelum.gov), Ed Mills (emills@cleelum.gov), City Council Representative (amalek@cleelum.gov) and City Event Coordinator (wprosek@cleelum.gov) by integrations@hellosign.com acting on behalf of romans@cleelum.gov IP: 69.55.222.58
VIEWED	**03 / 06 / 2026** 13:44:43 UTC-7	Viewed by Ed Mills (emills@cleelum.gov) IP: 69.55.222.58
SIGNED	**03 / 06 / 2026** 14:06:33 UTC-7	Signed by Ed Mills (emills@cleelum.gov) IP: 69.55.222.58
VIEWED	**03 / 06 / 2026** 15:02:58 UTC-7	Viewed by City Council Representative (amalek@cleelum.gov) IP: 172.56.108.113

Title	Department Heads - Event Review -HI90 Grindy bicycle ride...
File name	HI90_Grindy_Event_2026.pdf and 1 other
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Status	● Pending signature

Document History

SIGNED	**03 / 06 / 2026** 15:05:01 UTC-7	Signed by City Council Representative (amalek@cleelum.gov) IP: 172.56.108.113
VIEWED	**03 / 09 / 2026** 13:00:49 UTC-7	Viewed by Mathew Bailey (mbailey@cleelum.gov) IP: 50.236.66.130
SIGNED	**03 / 09 / 2026** 13:03:26 UTC-7	Signed by Mathew Bailey (mbailey@cleelum.gov) IP: 50.236.66.130
VIEWED	**03 / 10 / 2026** 06:11:34 UTC-7	Viewed by Rich Albo (ralbo@cleelum.gov) IP: 192.183.184.178
SIGNED	**03 / 10 / 2026** 06:12:37 UTC-7	Signed by Rich Albo (ralbo@cleelum.gov) IP: 192.183.184.178
INCOMPLETE	**03 / 10 / 2026** 06:12:37 UTC-7	This document has not been fully executed by all signers.

119 West First Street
Cle Elum, WA 98922

Telephone · (509) 674-2262
Fax · (509) 674-4097
www.cleelum.gov

Stamp & initial

EVENT PERMIT APPLICATION

APPLICATION DEADLINES:

All applications must be received a minimum of 30 days prior to the date of the event.

The purpose of this permit is to help the event organizer, and the City of Cle Elum build the best possible events for our community. We know how hard you work on your events and want to make sure that you have all the tools you will need to ensure a great event. Please return this application to the City of Cle Elum City Hall at 119 W First Street.

OFFICAL USE ONLY	
Event Name:	**UKC Bicycle Rodeo**
Permit #:	EVT- **2026-008-05-02**
Fee Total:	N/A
Related Permits:	

FEES[1]

- **$75** if application is submitted at least 60 days prior to event.
- **$150** if application is submitted 30 days prior to event.

WHEN IS AN EVENT PERMIT REQUIRED?

Events planned to take place on public property must submit an event application. An event application is also required for events on private property if they have the potential to substantially impact the normal operations of the city. This includes, but is not limited to, effects on pedestrian traffic flow, parking availability, vehicle traffic flow, street access (such as the need for street closures), or any potential risk to public safety. Additionally, an event application and safety plan are required when cooking in public or when there is any other known potential safety risk to the public.

Substantial, in this context, refers to any impact that is significant enough to noticeably alter or disrupt the normal operations of the city in more than a temporary or minor way. This includes but is not limited to causing delays, congestion, or increased demand on city resources, services, or infrastructure, and necessitating additional planning, resources, or measures to maintain public safety and order. The duration of the event may also be a factor in determining whether the impact is substantial.

ADDITIONAL CONTACT INFORMATION:

Kittitas County Public Health Department ..... (509) 962-7515

Kittitas County Chamber of Commerce (promotion) ..... (509) 925-2002

Northern Kittitas County Tribune (newspaper) ..... (509) 674-2511

Washington State Liquor Control Board ..... (206) 764-4020

Cle Elum Fire Department – Chief Ed Mills .....emills@cleelum.gov.....(509) 656-4062

WSDOT – Traffic Control / Right of Way use ..... (509) 577-1788

[1] City entities, including—but not necessarily limited to—CEFD, CERPD and CE Public Works, as well the Cle Elum Downtown Association and the Carpenter Museum, are exempt from application fees.

Applicant ("Event Organizer")	
Name: Maggie Bator	Business License # 601834380
Title: President	
Sponsoring Organization: Cle Elum Volunteer Firefighters Association	
Mailing Address: PO Box 1176 Cle Elum WA 98922	
Phone Number: 5093044433	Email: cevfa@mailfence.com
Primary Contact Person *During Event*	Same as Applicant ☐
Name: Danielle Bertschi	
Title: Captain Fire District 6	
Local Address: 70 Atlantic Ave Ronald WA 98940	
Email:	
Daytime Phone Number: 5093045127	Mobile Phone:
Secondary/Emergency Contact Person *During Event* *(available to respond in the absence of Event Organizer)*	
Name:	
Title:	
Local Address:	
Daytime Phone Number:	Mobile Phone:

REQUIRED – Applicant Checklist
Event Permit Application received a minimum of 30 days prior to event, and the total fee paid to City Hall.
Signed and dated Hold Harmless Agreement • For parades: each parade entrant must sign and submit the Parade Entrant Hold Harmless Agreement to the event organizer. The event organizer is responsible for retaining these agreements.
Certificate of Liability Insurance • "City of Cle Elum" at 119 W First St., Cle Elum, WA 98922 must be named as "Additional Insured" to all coverage • As applicable, coverage for alcohol service must be specified • As applicable, coverage for injury by animals must be specified
Supplemental pages below with a complete and detailed description of the event, including a schedule and location of event(s). • If serving alcohol, WA Liquor and Cannabis Control Board Banquet Permit or other applicable alcohol service license measures taken to comply with State regulations must be addressed in detail: https://lcb.wa.gov/licensing/outdoor_alcohol_service

• Cle Elum Fire Department-approved Special Events Permit including Addendum #001 Fire and Life Safety Plan and additional Addendums as needed. Contact the Chief of CEFD for guidance.
Site Plan including items such as the location of garbage receptacles, portable bathrooms, stage, seating, venders, street closures, barricades, alcohol measures taken etc.
As applicable, list of vender names and contact details • All venders must have or obtain a business license endorsement for the City of Cle Elum: https://dor.wa.gov/open-business/apply-business-license
If requesting street closures, event organizer must notify all adjacent residents and/or businesses of the proposed closure a minimum of three (3) weeks before the regular Lodging Tax & Event Committee meeting at which the application will be reviewed. Notification must also inform recipients they have the opportunity to comment on the proposed closure by attending the meeting (either in-person or virtually) or via email: wprosek@cleelum.gov. Include a copy of the notification. o Road closures on First Street must contact WSDOT
Other Information
After approval from the Lodging Tax and Event Committee, and any Special Events Permits issued with CEFD, this Event will be subject to a Fire Safety Check on the day of the Event by Cle Elum Fire Department.

EVENT DESCRIPTION:

Event Name:	UKC BICYCLE RODEO		
Event Type:	☐ Minor (≤ 50 Attendees)	● Major (> 50 Attendees)	
Brief Description of Event:	Community Bike Safety Education		
Parade Map:	● My event does not include a parade. ☐ I acknowledge the Cle Elum-Roslyn Police Department has a pre-approved parade map, which has been provided. Should I wish to suggest an alternate route, I confirm that I have attached a map of this route and included a detailed explanation for it the attached event description. I understand this route is subject to CERPD approval. I further understand that approval is not guaranteed and may be rescinded at any time.		
Event Start Date:	05/02/2026	**Event End Date:**	05/02/2026
Day(s) of the Week:	☐ SUN ☐ MON ☐ TUE ☐ WED ☐ THU ☐ FRI ●SAT		
Event Start Time:	9:00 am	**Event End Time:**	3:00 pm
Date of Set Up:	05/02/2026	**Time of Set Up:**	9:00 am
Date of Take Down:	05/02/2026	**Time of Take Down:**	3:00 pm
Facilities to be Used: (Check all that Apply)	☐ Park ●Street ☐ Sidewalk ☐ Private Property		
Location:	CEFD 301 N Pennsylvania		
Expected Crowd Size:			
Participants:	40	**Spectators:**	30
Event Personnel & Volunteers:	15		
Previous Occurrences:			
Has the event occurred previously?	☐ No ● Yes	**If yes, on which date(s)?**	First Saturday in May since 2023 Annually
Change(s) from previous year?	●None	☐ See Explanation Attached	
Will you charge an admission fee?	●No ☐ Yes	**If yes, how much?**	

STREET CLOSURES:

Will your event require any street closures?	☐ No Skip to next section.		●Yes Continue below.
Street(s):	Pennsylvania Ave, between 2nd and 3rd st	**Section(s):**	See Chief Mills
Proposed Method(s) of Closure:			
	☐ Both my attached site plan and event description include full details of the location(s) and methods of my proposed closures.		
Neighborhood Notification:	☐ I have attached an example of the written notice provided to the adjacent residents and/or business owners regarding the proposed street closures.		
Traffic Control:	☐ I acknowledge that event organizers must contract with CEFD or another organization with Washington State Flagger or Traffic Control Supervisor certification for traffic control services.		
Impact on SR 903:	☐ I acknowledge that any impact to traffic on SR 903 (Second Street from Oakes Ave west toward Roslyn; Oakes Ave between First and Second Streets; First Street east from Oakes Ave), including but not limited to street closure and parking, must be discussed and approved by the Washington State Department of Transportation (WSDOT).		

RIGHT OF WAY (SIDEWALK) USE:

Will you require use of a city sidewalk during your event?	☐ No Skip to next section.	●Yes Continue below.
Description of Proposed Use:	Pedestrian Foot Traffic	
Use Permit Required:	☐ I acknowledge that I separately must request and receive approval of a Sidewalk Use Permit, the application for which is available at https://cleelum.gov/forms-and-applications/.	

COOKING:

Will there be on-site cooking?	● No Skip to next section.		☐ Yes Include Fire Addendum #002
Description of Planned Cooking:		**Purpose:**	
Acceptable Fuels:	☐ I acknowledge that only propane, pellets or electrical fuels are acceptable during a burn ban.		
CEFD Requirements:	☐ Completed Cle Elum Fire Department Special Events Permit application is attached below (incl Addendum #002).		

TENTS/ CANOPIES:

Will tents be erected?	☐ No Skip to next section.	● Yes Include Fire Addendum #003 as necessary
Number of Tents Anticipated:	7	
CEFD Requirements:	☐ Completed Cle Elum Fire Department Special Events Permit application is attached below (incl Addendum #003 if needed).	

ALCOHOL SERVICE:

Will alcohol be served?	● No Skip to next section.	☐ Yes Continue below.
Will alcohol be sold?	● No	☐ Yes
Regulatory Compliance:	☐ I acknowledge alcohol service must comply with requirements described in WAC 314-03-200, including (but not necessarily limited to): o Barriers around service area of minimum 42 inches (3.5 feet) in height; o Entry/exit points to service area may not exceed 10 feet in combined total; o Controlled and monitored entry to service area and dedicated attendant, wait staff or server when patrons present; o No open containers permitted to leave service area. ☐ I acknowledge that these requirements are subject to change based on legislative or agency action. Should there be any discrepancy between State regulation and this document, I understand that State regulation takes precedence.	
Security Plan:	☐ I have included a detailed security plan specific to alcohol service in my event description.	
Banquet Permit:	☐ Approved WA State Liquor and Cannabis Control Board Banquet Permit attached.	

ENTERTAINMENT:

Describe Planned Entertainment:	●None		
Sound system?	☐ Acoustic		☐ Amplified
Music/Sound Start Time:		**Music/Sound End Time:**	
Statutory Limitations:	☐ I acknowledge I have read and understood CEMC 5.24 and the limitations it imposes on certain types of entertainment. ☐ I acknowledge I have read and understood CEMC 8.05 and the limitations it imposes on noise. Generally, noise occurring between the hours of 10:00 PM to 7:00 AM and emanating more than 50 feet beyond the property line, or more than 100 feet from the property line at any other time of day, is prohibited unless granted an exception by the City.		
Will you require an exception to the noise ordinance?	●No Skip to next section.		☐ Yes Continue below.
Request Submission:	☐ I acknowledge that, per CEMC 8.05, a formal request must be submitted to the City Administrator no later than 30 days prior to my event.		
Will there be venders?	☐ No	☐ I understand that each vender must have a valid business license endorsement for the City of Cle Elum.	

RISK AND LIABILITY MANAGEMENT:

Liability Insurance:	● I have attached a current, valid Certificate of Liability Insurance naming "City of Cle Elum", at 119 W First St., Cle Elum, WA 98922, "Additional Insured" to all coverages.
Additional Animal Liability Coverage:	☐ I have attached proof of specific additional coverage for animal liability. ● My event does not involve animals.
Additional Coverage for Alcohol Service:	☐ I have attached proof of specific additional coverage for alcohol service. ● My event does not involve alcohol service.
Hold Harmless Agreement:	● I have attached a complete, signed Hold Harmless Agreement.
Hold Harmless Agreement – Parade Entrants:	☐ I understand that it is my responsibility to obtain and retain signed Hold Harmless Agreements from each parade entrant. ● My event does not include a parade.
Traffic Control and Security	☐ I understand that it is my or my organization's responsibility to arrange for necessary traffic control and security; my attached site plan includes detailed information on these measures.

SANITATION:

Portable Toilet Facilities:	☐ I understand that it is my or my organization's responsibility to provide and maintain portable toilet facilities for my event. These are identified in the attached site map and program description. ☐ Required ratio: 1 toilet per 50 people per 4 hours.
Trash Collection and Disposal:	☐ I understand that it is my or my organization's responsibility to provide and maintain trash receptacles for my event. These are identified in the attached site map and program description.
Post-Event Cleanup:	● I understand that post-event cleanup is my or my organization's responsibility. I further understand that, should any city resources—including personnel time—be required to clean up after my event, the city may elect to bill for said resources.

PROMOTION (OPTIONAL):

Planned Method(s) of Promotion:	☐ TV ☐ Radio ☐ Newspaper ☐ Flyers ☐ Posters ☐ Mailers ● Social Media ☐ Other (see below)	
Do you plan to promote beyond a 50-mile radius?	● No	☐ Yes (see below)
Lodging Tax Application:	Events targeting attendees from beyond a 50-mile radius may be eligible for financial support—on a reimbursement basis—from Lodging Tax funds. A separate application must be submitted prior to your event; after-the-fact applications will not be accepted. We encourage you to explore this option: https://cleelum.gov/forms-and-applications/.	

CITY DEPARTMENT COMMENT PAGE:

☐ The page for comment and signature from City departments will be circulated electronically on behalf of the event of organizer. However, the event organizer is strongly encouraged to reach out prior to submission to discuss plans in order to proactively address concerns and incorporate advice in the final proposal.

Authorization
I acknowledge this permit application must be completed, signed, and returned to Cle Elum City Hall along with all required supplemental materials no later than 30 days prior to my event. I understand that any misrepresentation in this permit application or deviation from the final agreed upon route and/or method of operation described herein, may result in the immediate revocation of the permit. I further understand that the City retains the right to deny, revoke or cancel this permit at any time due to changes in conditions and risk potential *I certify under penalty of perjury that the information above is correct to my best knowledge.*

Applicant Signature: Maggie Bator	**Date:** March 3, 2026

This application will not be processed and will be deemed incomplete if all required components are not attached to application on the day of submission.

RETURN TO: Cle Elum City Hall
119 W First St
Cle Elum, WA 98922

wprosek@cleelum.gov
Office (509) 674-2262
Fax (509) 674-4097

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/17/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Mitchell, Reed & Schmitten Insurance, Inc. 127 W Yakima Ave Suite 201 Yakima WA 98902	**CONTACT NAME:** Small Bus Unit 2 **PHONE (A/C, No, Ext):** (509) 248-7711 **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED Cle Elum Volunteer Firefighter Association 301 N Pennsylvania Ave Cle Elum WA 98922	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Mount Vernon Fire Insurance Co — 26522 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** CL2631775400 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		NBP2555413D	04/29/2026	04/29/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ $ 2,000,000 $
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is additional insured per written contract.

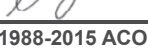
CERTIFICATE HOLDER

City of Cle Elum
119 W 1st St
Cle Elum WA 98922

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



Bike Safety & Wildfire Education Event

HOLD HARMLESS AGREEMENT

This Agreement made this_____day of_____, _____, between the City of
Day Month Year
Cle Elum, referred to as "CITY" herein, and Cle Elum Volunteer Firefighters Assoc. at,
Name
PO Box 1176, Cle Elum, WA, 98922 referred to as "USER" herein.
Mailing Address City State Zip
For good and valuable consideration, receipt of which is acknowledged, it is hereby agreed:

SECTION I

USER undertakes to indemnify and hold harmless CITY from any liability, loss or damage that the USER may suffer as a result of any claims, demands, costs, or judgments against the CITY arising out of the acts, omissions, or activities that USER conducts under the CITY'S license or permit whether liability, loss or damage is caused by, or arises out of the negligence of USER or its officers, agents, employees or otherwise.

SECTION II

This Agreement shall commence on the date that the CITY issues its license or permit to USER and shall continue in full force until the permit and license expire. The renewal of the permit and/or associated license(s), if any, automatically renews this Agreement. The duty to indemnify the CITY for claims, demands, costs or judgments against it that arise during the Agreement survives the expiration of theAgreement.

SECTION III

CITY agrees to notify USER in writing, within thirty (30) days, by certified mail, at USER'S address as stated in this Agreement, of any claim made against CITY on the obligations indemnified against.

SECTION IV

USER agrees to defend against and indemnify CITY any claims brought or actions filed against CITY with respect to the subject of the indemnity contained herein, whether such claims or actions are rightfully or wrongfully brought or filed. In case a claim should be brought or an action filed with respect to the subject indemnity herein, USER agrees the CITY may employ an attorney of its own selection to appear and defend the claim or action on behalf of CITY, at the expense of USER. The CITY, at its option, shall retain sole authority for the direction of the defense, and shall be the sole judge of the acceptability of any compromiser or settlement of any claims or actions against CITY.

SECTION V

Vouchers or other similar, property evidence showing payment by CITY of any loss, damage, or in expense covered under this Agreement shall be conclusive evidence, (except in cases of fraud) against USER as to fact and amount of USER'S liability hereunder.

SECTION VI

USER covenants that it shall not institute any action or suit at law or in equity against CITY, nor institute, prosecute or in any way aid in the institution or prosecution of any claim, demand action, or cause of action for damages, costs, loss of services, expenses, or compensation for any damage for any damage, loss, or injury either to person or property, or both, whether known or unknown, developed or underdeveloped, past, present, or future, arising out of activities that USER conducts under a license/permit issued to USER by CITY.

Maggie Bator — Maggie Bator — President
'USER' Signature Print Name Title

Bicycle Rodeo 2026

3/2025

CEFD Bicycle Rodeo Fire Safety Plan - 2026

301 Pennsylvania Ave Cle Elum, WA, 98922

Point of Contact/Responsible for emergency plans
Danielle Bertschi 1-509-304-5127 dbertschi@kcfpd6.com

Permit number

Additional Contacts – Jordan Peterson 425-765-5719
FDPIO@cleelum.gov

- **In the event of an emergency call 911** reporting all issues to KITTCOM they will page out appropriate resources.
- **Medical emergencies** call 911 stay online until the first responders arrive on scene. This will give incoming help updates on patient and scene.
- **Fire events** stay calm, remember your training and work through the safety plans.
- **Extinguishers** On-Site: Engine with mutable first responders on site.
- **Fire equipment**: Held at the station with all equipment available.
- **Site Plan:** In application
- **1 Entrances/Exits**. Vehicles will be positioned on the outside of area if moved the space must be coned off. No movement of vehicles inside of event until all personnel are out of safety zone. Spotters will be always used.
- The Evacuation Assembly Point **(EAP)** is in front of the buildings on cement pad Infront of apparatus bay. This is furthest away from responding units and is the most viewable point to responders/ firefighters. Responders are to direct people away from the responding units safely and keep the crowd calm.

Fire Chief Mills Contact – 509-656-4062, emills@cleelum.gov

RETURN THIS FORM WITH ALL PERTINENT INFORMATION TO CLE ELUM CITY HALL.
YOU WILL BE REQUIRED TO MEET WITH DEPARTMENT HEADS.

CLE ELUM POLICE DEPARTMENT (509) 674-2991

Approved

Approved: No ☐ Yes ☑ (with above conditions) (Attach separate sheet if necessary)
Police Signature: Rich Albo

PUBLIC WORKS DEPARTMENT (509) 674-2262 Ext. 106

Approved

Approved: No ☐ Yes ☑ (with above conditions) (Attach separate sheet if necessary)
Public Works Signature: Mathew Bailey

CLE ELUM FIRE DEPARTMENT (509) 674-1748

Fire department personal will be on scene and running event.

Approved: No ☐ Yes ☑ (with above conditions) (Attach separate sheet, if necessary)
Fire Department Signature: Edwin L Mills

CITY COUNCIL REPRESENTATIVE (509) 674-2473

Approved

Approved: No ☐ Yes ☑ (with above conditions) (Attach separate sheet, if necessary)
City Council Signature: Linda Tk

CITY ADMINISTRATION (509) 674-2262

Staff Approval: _____ Date:_____

Title	Department Heads - Event Review - UKC Bicycle Rodeo 2026
File name	UKC_Bicycle_Rodeo_Event_2026_-_CEFD.pdf and 1 other
Document ID	75d9c222040cfcf6f26f6457357d35dcb3b1a269
Audit trail date format	MM / DD / YYYY
Status	Signed

Document History

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SIGNED	**03 / 18 / 2026** 07:03:07 UTC-7	Signed by Ed Mills (emills@cleelum.gov) IP: 107.115.99.47
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119 West First Street
Cle Elum, WA 98922

Telephone · (509) 674-2262
Fax · (509) 674-4097
www.cleelum.gov

Stamp & initial

EVENT PERMIT APPLICATION

APPLICATION DEADLINES:

All applications must be received a minimum of 30 days prior to the date of the event.

The purpose of this permit is to help the event organizer, and the City of Cle Elum build the best possible events for our community. We know how hard you work on your events and want to make sure that you have all the tools you will need to ensure a great event. Please return this application to the City of Cle Elum City Hall at 119 W First Street.

OFFICAL USE ONLY	
Event Name:	National Night Out
Permit #:	EVT- 2026-010-08-04
Fee Total:	N/A
Related Permits:	N/A

FEES[1]

- **$75** if application is submitted at least 60 days prior to event.
- **$150** if application is submitted 30 days prior to event.

WHEN IS AN EVENT PERMIT REQUIRED?

Events planned to take place on public property must submit an event application. An event application is also required for events on private property if they have the potential to substantially impact the normal operations of the city. This includes, but is not limited to, effects on pedestrian traffic flow, parking availability, vehicle traffic flow, street access (such as the need for street closures), or any potential risk to public safety. Additionally, an event application and safety plan are required when cooking in public or when there is any other known potential safety risk to the public.

Substantial, in this context, refers to any impact that is significant enough to noticeably alter or disrupt the normal operations of the city in more than a temporary or minor way. This includes but is not limited to causing delays, congestion, or increased demand on city resources, services, or infrastructure, and necessitating additional planning, resources, or measures to maintain public safety and order. The duration of the event may also be a factor in determining whether the impact is substantial.

ADDITIONAL CONTACT INFORMATION:

Kittitas County Public Health Department ..... (509) 962-7515

Kittitas County Chamber of Commerce (promotion) ..... (509) 925-2002

Northern Kittitas County Tribune (newspaper) ..... (509) 674-2511

Washington State Liquor Control Board ..... (206) 764-4020

Cle Elum Fire Department – Chief Ed Mills .....emills@cleelum.gov.....(509) 656-4062

WSDOT – Traffic Control / Right of Way use ..... (509) 577-1788

[1] City entities, including—but not necessarily limited to—CEFD, CERPD and CE Public Works, as well the Cle Elum Downtown Association and the Carpenter Museum, are exempt from application fees.

Applicant ("Event Organizer")	
Name: Brad Helgeson	Business License #
Title: Police Sergeant	
Sponsoring Organization: Cle Elum Police Department	
Mailing Address: 807 W Second St	
Phone Number: 509-674-2991	Email: bhelgeson@cleelum.gov
Primary Contact Person *During Event*	Same as Applicant ☒
Name:	
Title:	
Local Address:	
Email:	
Daytime Phone Number:	Mobile Phone: 509-607-4827
Secondary/Emergency Contact Person *During Event* (*available to respond in the absence of Event Organizer)*	
Name: Rich Albo	
Title: Police Chief	
Local Address: 807 W Second St	
Daytime Phone Number: 509 201 6141	Mobile Phone:

REQUIRED – Applicant Checklist
Event Permit Application received a minimum of 30 days prior to event, and the total fee paid to City Hall.
Signed and dated Hold Harmless Agreement • For parades: each parade entrant must sign and submit the Parade Entrant Hold Harmless Agreement to the event organizer. The event organizer is responsible for retaining these agreements.
Certificate of Liability Insurance • "City of Cle Elum" at 119 W First St., Cle Elum, WA 98922 must be named as "Additional Insured" to all coverage • As applicable, coverage for alcohol service must be specified • As applicable, coverage for injury by animals must be specified
Supplemental pages below with a complete and detailed description of the event, including a schedule and location of event(s). • If serving alcohol, WA Liquor and Cannabis Control Board Banquet Permit or other applicable alcohol service license measures taken to comply with State regulations must be addressed in detail: https://lcb.wa.gov/licensing/outdoor_alcohol_service

• Cle Elum Fire Department-approved Special Events Permit including Addendum #001 Fire and Life Safety Plan and additional Addendums as needed. Contact the Chief of CEFD for guidance.
Site Plan including items such as the location of garbage receptacles, portable bathrooms, stage, seating, venders, street closures, barricades, alcohol measures taken etc.
As applicable, list of vender names and contact details • All venders must have or obtain a business license endorsement for the City of Cle Elum: https://dor.wa.gov/open-business/apply-business-license
If requesting street closures, event organizer must notify all adjacent residents and/or businesses of the proposed closure a minimum of three (3) weeks before the regular Lodging Tax & Event Committee meeting at which the application will be reviewed. Notification must also inform recipients they have the opportunity to comment on the proposed closure by attending the meeting (either in-person or virtually) or via email: wprosek@cleelum.gov. Include a copy of the notification. ○ Road closures on First Street must contact WSDOT
Other Information
After approval from the Lodging Tax and Event Committee, and any Special Events Permits issued with CEFD, this Event will be subject to a Fire Safety Check on the day of the Event by Cle Elum Fire Department.

EVENT DESCRIPTION:

Event Name:	National Night Out		
Event Type:	☐ Minor (≤ 50 Attendees)	☒ Major (> 50 Attendees)	
Brief Description of Event:	A national community-building campaign that promotes police-community partnerships.		
Parade Map:	☒ My event does not include a parade. ☐ I acknowledge the Cle Elum-Roslyn Police Department has a pre-approved parade map, which has been provided. Should I wish to suggest an alternate route, I confirm that I have attached a map of this route and included a detailed explanation for it the attached event description. I understand this route is subject to CERPD approval. I further understand that approval is not guaranteed and may be rescinded at any time.		
Event Start Date:	8-4-2026	**Event End Date:**	8-4-2026
Day(s) of the Week:	☐ SUN ☐ MON ☒ TUE ☐ WED ☐ THU ☐ FRI ☐ SAT		
Event Start Time:	5 pm	**Event End Time:**	7 pm
Date of Set Up:	8-4-2026	**Time of Set Up:**	4 pm
Date of Take Down:	8-4-2026	**Time of Take Down:**	7 pm
Facilities to be Used: (Check all that Apply)	☒ Park ☐ Street ☐ Sidewalk ☐ Private Property		
Location:	Cle Elum City Park 519 W Second St		
Expected Crowd Size:			
Participants:	40	**Spectators:**	150
Event Personnel & Volunteers:	5		
Previous Occurrences:			
Has the event occurred previously?	☐ No ☒ Yes	**If yes, on which date(s)?**	8-5-2025
Change(s) from previous year?	☒ None	☐ See Explanation Attached	
Will you charge an admission fee?	☒ No ☐ Yes	**If yes, how much?**	

STREET CLOSURES:

Will your event require any street closures?	☒ No Skip to next section.		☐ Yes Continue below.
Street(s):		**Section(s):**	
Proposed Method(s) of Closure:			
	☐ Both my attached site plan and event description include full details of the location(s) and methods of my proposed closures.		
Neighborhood Notification:	☐ I have attached an example of the written notice provided to the adjacent residents and/or business owners regarding the proposed street closures.		
Traffic Control:	☐ I acknowledge that event organizers must contract with CEFD or another organization with Washington State Flagger or Traffic Control Supervisor certification for traffic control services.		
Impact on SR 903:	☐ I acknowledge that any impact to traffic on SR 903 (Second Street from Oakes Ave west toward Roslyn; Oakes Ave between First and Second Streets; First Street east from Oakes Ave), including but not limited to street closure and parking, must be discussed and approved by the Washington State Department of Transportation (WSDOT).		

RIGHT OF WAY (SIDEWALK) USE:

Will you require use of a city sidewalk during your event?	☒ No Skip to next section.	☐ Yes Continue below.
Description of Proposed Use:		
Use Permit Required:	☐ I acknowledge that I separately must request and receive approval of a Sidewalk Use Permit, the application for which is available at https://cleelum.gov/forms-and-applications/.	

COOKING:

Will there be on-site cooking?	☐ No Skip to next section.		☒ Yes Include Fire Addendum #002
Description of Planned Cooking:	BBQ hotdogs	**Purpose:**	Community dinner
Acceptable Fuels:	☒ I acknowledge that only propane, pellets or electrical fuels are acceptable during a burn ban.		
CEFD Requirements:	☐ Completed Cle Elum Fire Department Special Events Permit application is attached below (incl Addendum #002).		

TENTS/ CANOPIES:

Will tents be erected?	☒ No Skip to next section.	☐ Yes Include Fire Addendum #003 as necessary
Number of Tents Anticipated:		
CEFD Requirements:	☐ Completed Cle Elum Fire Department Special Events Permit application is attached below (incl Addendum #003 if needed).	

ALCOHOL SERVICE:

Will alcohol be served?	☒ No Skip to next section.	☐ Yes Continue below.
Will alcohol be sold?	☒ No	☐ Yes
Regulatory Compliance:	☐ I acknowledge alcohol service must comply with requirements described in WAC 314-03-200, including (but not necessarily limited to): o Barriers around service area of minimum 42 inches (3.5 feet) in height; o Entry/exit points to service area may not exceed 10 feet in combined total; o Controlled and monitored entry to service area and dedicated attendant, wait staff or server when patrons present; o No open containers permitted to leave service area. ☐ I acknowledge that these requirements are subject to change based on legislative or agency action. Should there be any discrepancy between State regulation and this document, I understand that State regulation takes precedence.	
Security Plan:	☐ I have included a detailed security plan specific to alcohol service in my event description.	
Banquet Permit:	☐ Approved WA State Liquor and Cannabis Control Board Banquet Permit attached.	

ENTERTAINMENT:

Describe Planned Entertainment:	☐ None	Announcement microphone / music		
Sound system?	☐ Acoustic		☒ Amplified	
Music/Sound Start Time:	5 pm	**Music/Sound End Time:**	7 pm	
Statutory Limitations:	☒ I acknowledge I have read and understood CEMC 5.24 and the limitations it imposes on certain types of entertainment. ☒ I acknowledge I have read and understood CEMC 8.05 and the limitations it imposes on noise. Generally, noise occurring between the hours of 10:00 PM to 7:00 AM and emanating more than 50 feet beyond the property line, or more than 100 feet from the property line at any other time of day, is prohibited unless granted an exception by the City.			
Will you require an exception to the noise ordinance?	☒ No Skip to next section.		☐ Yes Continue below.	
Request Submission:	☒ I acknowledge that, per CEMC 8.05, a formal request must be submitted to the City Administrator no later than 30 days prior to my event.			
Will there be venders?	☒ No	☐ I understand that each vender must have a valid business license endorsement for the City of Cle Elum.		

RISK AND LIABILITY MANAGEMENT:

Liability Insurance:	☐ I have attached a current, valid Certificate of Liability Insurance naming "City of Cle Elum", at 119 W First St., Cle Elum, WA 98922, "Additional Insured" to all coverages.
Additional Animal Liability Coverage:	☐ I have attached proof of specific additional coverage for animal liability. ☒ My event does not involve animals.
Additional Coverage for Alcohol Service:	☐ I have attached proof of specific additional coverage for alcohol service. ☒ My event does not involve alcohol service.
Hold Harmless Agreement:	☐ I have attached a complete, signed Hold Harmless Agreement.
Hold Harmless Agreement – Parade Entrants:	☐ I understand that it is my responsibility to obtain and retain signed Hold Harmless Agreements from each parade entrant. ☒ My event does not include a parade.
Traffic Control and Security	☒ I understand that it is my or my organization's responsibility to arrange for necessary traffic control and security; my attached site plan includes detailed information on these measures.

SANITATION:

Portable Toilet Facilities:	☑ I understand that it is my or my organization's responsibility to provide and maintain portable toilet facilities for my event. These are identified in the attached site map and program description. ☑ Required ratio: 1 toilet per 50 people per 4 hours.
Trash Collection and Disposal:	☑ I understand that it is my or my organization's responsibility to provide and maintain trash receptacles for my event. These are identified in the attached site map and program description.
Post-Event Cleanup:	☑ I understand that post-event cleanup is my or my organization's responsibility. I further understand that, should any city resources—including personnel time—be required to clean up after my event, the city may elect to bill for said resources.

PROMOTION (OPTIONAL):

Planned Method(s) of Promotion:	☐ TV ☐ Radio ☐ Newspaper ☒ Flyers ☐ Posters ☐ Mailers ☑ Social Media ☐ Other (see below)	
Do you plan to promote beyond a 50-mile radius?	☒ No	☐ Yes (see below)
Lodging Tax Application:	Events targeting attendees from beyond a 50-mile radius may be eligible for financial support—on a reimbursement basis—from Lodging Tax funds. A separate application must be submitted prior to your event; after-the-fact applications will not be accepted. We encourage you to explore this option: https://cleelum.gov/forms-and-applications/.	

CITY DEPARTMENT COMMENT PAGE:

☑ The page for comment and signature from City departments will be circulated electronically on behalf of the event of organizer. However, the event organizer is strongly encouraged to reach out prior to submission to discuss plans in order to proactively address concerns and incorporate advice in the final proposal.

Authorization	
I acknowledge this permit application must be completed, signed, and returned to Cle Elum City Hall along with all required supplemental materials no later than 30 days prior to my event. I understand that any misrepresentation in this permit application or deviation from the final agreed upon route and/or method of operation described herein, may result in the immediate revocation of the permit. I further understand that the City retains the right to deny, revoke or cancel this permit at any time due to changes in conditions and risk potential *I certify under penalty of perjury that the information above is correct to my best knowledge.*	
Applicant Signature: Sgt Brad Helgeson	**Date:** 3 - 16 - 26

This application will not be processed and will be deemed incomplete if all required components are not attached to application on the day of submission.

RETURN TO: Cle Elum City Hall
119 W First St
Cle Elum, WA 98922

wprosek@cleelum.gov
Office (509) 674-2262
Fax (509) 674-4097

City of Cle Elum Fire Department
SETUP REQUIREMENTS FOR SPECIAL EVENT PERMITS
If event is held in the city limits of Cle Elum and has an occupancy count of over 100 persons

_X_ **Fire and Life Safety Plan ADD #001**

_X_ **Cooking ADD #002**

____ **Cooking during burn ban ADD #002 – *Must contact Fire Dept directly for burn ban cooking requirements***

____ **Tents/Canopy under 400 sq ft**

____ **Large Tent over 400 sq ft ADD #003**

____ **Generator**

____ **Carnival**

___ **Only Acknowledgement of Requirements**

All setups and operations are subject to field inspection by an inspector.

- COOKING: Special Event Permit is required for any open flame or cooking on premises. (Including food trucks)
  - Event organizers shall be responsible for compliance with conditions listed in **ADDENDUM #002** by all cooking vendors.
  - Event organizer(s) shall be responsible for submitting to the Fire Department a list of all cooking vendors and the signed copies of **ADDENDUM #002** (Requirement for cooking), by each cooking vendor.

- COOKING DURING A BURN BAN: additional requirements including **ADDENDUM #002**
  - Portable barbeques may only use propane, pellets, or electricity as fuel.
  - Any other fuels would require additional authorization and permitting.
  - Must contact Fire Dept directly for burn ban cooking requirements

- TENTS: For larger tents please submit **ADDENDUM #003**
  - Tents and canopies shall have a State Fire Marshal Flame Resistance Rating, and weighted properly for safety for all weather events and hazards.

- GENERATORS:
  - Must be placed 10 feet from the building. **Also, must have a minimum 20BC Fire Extinguisher placed nearby**.

- CARNIVAL AREA: Provide an additional extinguisher throughout. (within 75' of travel)
  - All rides shall have a 2A-10BC fire extinguisher. NO rides may be within 20 feet of a building.

GENERAL SETUP: **All set ups will generally require ADDENDUM #001**

- Electrical wires or cables, and any gas/water piping on ground located in public areas must be matted, taped or flown.
- If a propane tank is used, a minimum of 10 feet clearance must be kept between a tank and appliance(s).
- Compressed gas cylinders shall always be secured and capped if not being used.
- Other permits may be required for electrical lines or gas lines outside of a building, contact the Building Department.
- Portable extinguisher for combustibles shall be provided along egress path. Minimum 2A:10B:C in addition to Class K (if required), 20B:C for generator use, and 2A:40B:C for LP-gas/propane. Must be certified or bought within one year.
- ALL exits and aisles must be maintained free and clear of any items.
- All venue occupant loads shall be maintained.
- All fire protection systems shall be visible and unobstructed.
- No motor vehicles shall be operated in the event area.
- Event signs, fire lanes signs and occupant load signs shall be displayed and visible before the event is opened to the public.
- ALL decorations, etc. shall be flame retardant.
- A 7-foot overhead clearance must be maintained in all public access areas.
- A 20-foot Fire Lane with a minimum 14-foot overhead clearance must be maintained unobstructed.
- All Booths shall be a minimum of 10 feet away from structures.
- Tables shall be arranged so that the seating edges of adjacent tables are not less than 54 inches apart.
- Rectangular tables arranged to accommodate seating on one side only shall have not less than 36 inches between adjacent table edges.
- Every chair shall be within 20 feet of an aisle.
- Loose Chair seating the space between rows of chairs shall be not less than 33 inches. The space between the back of each seat and front of the seat immediately behind will not be less than 12 inches, Seats shall be arranged so that there shall be not more than six intervening seats between any seat and the nearest aisle.
- AT THE END OF EVENT: At the closing of the event, event organizers shall maintain the perimeter and not allow motor vehicles into the event area until the public is cleared.

Sgt Brad Helgen — SIGNATURE/TITLE

3-16-26 — DATE

After receiving this completed application, the Fire Department will review and issue a special events permit. It must be active and on site during the event.

ADDENDUM #002

City of Cle Elum Fire Department

COOKING AT SPECIAL EVENTS REQUIREMENTS

DATES-FROM 8-4-2026 TO: 8-4-2026

COOKING TYPE (FUEL): Propane

1. Food vendors or food trucks must be state certified or certified through the Cle Elum Fire Department.
2. The Kittitas County Health Department approval must be obtained for cooking on site.

Requirements:

NO cooking under unapproved canopies or in indoor structures. Must be permitted and have permanently affixed labeling of Flame propagation performance testing and certification. A 20-foot clearance must be maintained between the structure or booth. NFPA 701

Cooking devices using propane must have the propane bottle outside the booth and properly secured in an upright position. **Use of propane indoors is PROHIBITED.**

All fittings and hoses used with propane shall be approved for such use by an approved testing laboratory.

Propane shall be limited to the supply on site. **There shall be no remote storage area.**

Propane cylinder size is limited to a 5.76-gallon capacity.

Limit of one propane cylinder per appliance.

Refueling of propane cylinders on site or at other non-approved locations is prohibited.

Portable extinguisher for combustibles shall be provided along egress path. Minimum 2A:10B:C in addition to Class K (if required), 20B:C for generator use, and 2A:40B:C for LP-gas/propane. Must be certified or bought within one year.

Solid fuel cooking appliances, whether or not under a hood, with fireboxes 5 cubic feet (0.14 m^3) or less in volume shall have a minimum 2.5-gallon (9 L) or two 1.5-gallon (6 L) Class K wet-chemical portable fire extinguishers located in accordance with Section 906.1.

A minimum of three (3) feet clearance must be provided between the public and the cooking device by a barricade.

All cooking devices shall be secure, stable, and level and on a nonflammable surface. Cooking equipment using combustible oils or solids shall have a noncombustible lid immediately available. The lid shall be of sufficient size to cover the cooking well completely.

No Smoking within 25 feet of propane cylinder and No Smoking inside a tent of canopy.

Coals shall be fully extinguished and cold, then placed into a clean noncombustible container for disposal.

All propane connections shall be tested for leakage by performing the manufacturers recommended testing procedures.

Barbeques must be kept in a remote area where there is no public access. The barbeque device must be so isolated that any persons other than the operators may not approach nearer than five (5) feet of the device.

The location of the barbeque device should be in a non-enclosed area, and also be located at least Five (5) feet away from any combustible Material and shall have at least five (5) feet of clear working space completely around the device. There shall be a rigid restricting barrier.

Only adults should be allowed inside the barrier. Absolutely no children under twelve (12) years of age shall be within the barrier.

Solid fuel cooking appliances, whether or not under a hood, with fireboxes 5 cubic feet (0.14 m3) or less in volume shall have a minimum 2.5-gallon (9 L) or two 1.5-gallon (6 L) Class K wet-chemical portable fire extinguishers located in accordance with Section 906.1.

One water type extinguisher of at least 2-1/2-gallon capacity shall be available inside the barrier.

Flammable liquids shall not be used to start charcoal.

At the termination of use, the embers and ashes shall be thoroughly soaked with water.

RECEIVED BY: Phil Allen DATE. 3/27/26

PLEASE SIGN TWO COPIES. ONE COPY SHALL REMAIN ON SITE AND THE OTHER FOR THE FIRE DEPARTMENT. After receiving this completed application, the Fire Department will review and issue a special events permit. It must be active and on site during the event.

Addendum #001

City of Cle Elum Fire Department

Fire & Life Safety Plan

National Night Out

519 W Second St. Cle Elum, WA 98922

August 4th, 2026

Setup: 1600-1700

Event: 1700-1900

Point of Contact:

Sgt Brad Helgeson (509)607-4827

Cle Elum Police Department

bhelgeson@cleelum.gov

Additional point of contact:

Chief Rich Albo

- **In the event of an emergency:** call 911 or locate your nearest first responder, multiple law enforcement, fire departments, and EMS personnel will be on scene
- **Fire extinguishers**: located on any of the various fire apparatus present at the event
- **Entrances/Exits:** There are no designated entrance/exits, event is in the open grass area of the park where ingress and egress is not restricted
- **Flammables on-site:** BBQ will be set up next to the park gazebo

RETURN THIS FORM WITH ALL PERTINENT INFORMATION TO CLE ELUM CITY HALL.
YOU WILL BE REQUIRED TO MEET WITH DEPARTMENT HEADS.

CLE ELUM POLICE DEPARTMENT (509) 674-2991

Approved

Approved: No ☐ Yes ☑ (with above conditions) (Attach separate sheet if necessary)

Police Signature: Rich Albo

PUBLIC WORKS DEPARTMENT (509) 674-2262 Ext. 106

Approved

Approved: No ☐ Yes ☑ (with above conditions) (Attach separate sheet if necessary)

Public Works Signature: Mathew Bailey

CLE ELUM FIRE DEPARTMENT (509) 674-1748

Fire departments on scene with Police.

Approved: No ☐ Yes ☑ (with above conditions) (Attach separate sheet, if necessary)

Fire Department Signature: Edwin L Mills

CITY COUNCIL REPRESENTATIVE (509) 674-2473

Approved

Approved: No ☐ Yes ☑ (with above conditions) (Attach separate sheet, if necessary)

City Council Signature: Linda Tk

CITY ADMINISTRATION (509) 674-2262

Staff Approval: _____ Date:_____

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Lodging Tax Awards 2026	Awarded	Paid Out
Night at the Museum	$7,295.00	
Pioneer Queen Coronation	$2,700.00	
Christmas Parade & Fireworks	$7,750.00	
Downtown Lighting	$72,783.98	
Placer Labs	$12,996.00	
Pioneer Days	$35,873.00	
Visitor Center	$33,976.35	$2,451.40
AED	$25,000.00	$25,000.00
UKC Basketball 2025	$6,000.00	$6,000.00
	$204,374.33	

Lodging Tax Awards 2025	awarded	paid out		requested no
Mountain To Sounds Greenway	$6,700			$6,700
Boulet Theater Spring Production	$2,500	$2,491.54		
CEDA Christmas In Cle Elum Fireworks	$7,750			$7,750
CEDA Pioneer Days/fireworks	$30,879	$17,221.03		
Christmas Holiday Lighting	$67,720	$69,180	1,430.00	$1,430.00
Pioneer Days Queen Meet & Greet	$2,400	$2,159.85		
CEDA Visitor Center	$27,974	$7,502	8,297.62	12,173.95
Visitor Center/Downtown Association	$62,300	$62,257.86		
UKC Rec Center	$73,610	$69,179.71		
UKC Senior Center Spaghetti Western	$2,500	$2,500		
Cemetery Irrigation				
CLATC	$28,000			$28,000
CEDA Placer Labs	$11,480	$11,479.80		
Mtn. to Madness Bball	$6,000			$6,000
Northern Kittitas County Historical	$5,840	$5,840.44		
Community Rec Center	$75,000	$73,609.61		
	$410,653	$323,421.55		$62,053.95

t paid yet	Lodging Tax Awards 2024	
	UKC Boulet Theater	$2,500
	CEDA Christmas in Cle Elum	$10,522
	Pioneer Day Queen	$2,300
	Chamber fireworks 4th July	$10,000
	UKC Basketball	$10,000
	CEDA Pioneer Days	$11,168
	CEDA 2023 & 2024	$29,815.90
	City signage equip for parks	$5,782
	UKC Community Rec Center	$75,000
	Skate Park	$170,000
		$327,088

Event Tracker 2026

Approved = by committee

Permitted = able to start

Permit #					Committee Status	Fire Dept Status	Outstanding items: item 1	item 2	item 3	COI if needed	Day of the Event	Paid
2026-001-07-03	Friday, July 3 - July 5	9:00am - 7:00pm	Pioneer Days - Dock Diving Dogs 2026	Cle Elum Downtown Assoc	Approved						Fire & Safety check	N/A
2026-002-07-04	Saturday, July 4	8:00am - 12:00pm	Pioneer Days - Parade 2026	Cle Elum Downtown Assoc	Approved						Fire & Safety check	N/A
2026-003-07-04	Saturday, July 4	5:00pm - 10:15pm	Pioneer Days - Fireworks 2026	Cle Elum Downtown Assoc	Approved				Fireworks permit		Fire & Safety check	N/A
2026-004-04-04	Saturday, April 4	8:30am - 12:30pm	Easter in the Park 2026	Calvary Chapel Cle Elum	Permitted						Fire & Safety check	Paid $75
2026-005-05-07	Thursday, May 7	4:00pm - 8:00pm	Spring Ladies Night Out 2026	Chamber of Commerce	Permitted						Fire & Safety check	Paid $75
2026-006-07-04	Saturday, July 4	12:00pm - 3:00pm	Pioneer Days Queen Meet and Greet	Pioneer Queen Coronation Committee	Pending		Committee Approval				Fire & Safety check	Paid $75
2026-007-04-04	Saturday, April 4	9:00am- 1:00pm	Terry Bland Egg Hunt 2026	Cle Elum Fire Dept	Permitted						Fire & Safety check	N/A
2026-008-05-02	Saturday, May 2	9:00am- 3:00pm	UKC Bicycle Rodeo	Cle Elum Fire Dept	Pending		Committee Approval				Fire & Safety check	N/A
2026-009-06-06	Saturday, June 6	8:00am- 5:00pm	HI90 Grindy Bicycle Ride 2026	Ephrata Bikes	Pending		Committee Approval				Fire & Safety check	Paid $75
2026-010-08-04	Tuesday, August 4	4:00pm- 7:00pm	National Night Out	Cle Elum Police Dept	Pending		Committee Approval					N/A
	Friday, July 24- July 25	8:00am- 11:00pm	Cle Elum Roundup 2026	Cle Elum Roundup Association	Pending		waiting for liquor license, site plan, admission tax form	Fire and Life Safety	Vendor list	COI	Fire & Safety check	
	Saturday and Sunday, August 15-16	8:00am- 6:00pm	Mouse About Softball Tournament 2026	Mouse About Foundation	Pending		COI	Fire and Life Safety		COI	Fire & Safety check	
	Saturday, October 31	3:30pm - 7:00p	Boo Elum 2026	Cle Elum Downtown Assoc	Pending		Waiting for COI	Fire and Life Safety		COI	Fire & Safety check	N/A
	Saturday, November 28	4:30pm - 7:45pm	Christmas Tree Lighting 2026	Cle Elum Downtown Assoc	Pending		Waiting for COI	Fire and Life Safety		COI	Fire & Safety check	N/A
	Saturday, December 5	4:30pm - 7:30pm	Christmas in Cle Elum - Parade 2026	Cle Elum Downtown Assoc	Pending		Waiting for COI	Fire and Life Safety		COI	Fire & Safety check	N/A
	Saturday, December 5	4:00pm- 7:30pm	Christmas in Cle Elum - Fireworks 2026	Cle Elum Downtown Assoc	Pending		Waiting for COI	Fire and Life Safety		COI	Fire & Safety check	N/A

Event Tracker 2026

Approved = by committee
Permitted = able to start

Outstanding items

Permit #					Status	item 1	item 2	item 3	COI if needed	Day of the Event	Contact Info	Paid
	Sunday, April 19, 2026	9:00am-12:30pm	Terry Bland Easter Hunt	CEFD Volunteer Assoc						Fire & Safety check	Maggie Bator 509-304-4433	N/A
	Saturday, April 19, 2026	10:00am-12:00pm	Easter at the Park	Calvary Chapel Cle Elum						Fire & Safety check	Emily Helgeson 425-283-3929	
	Sunday, May 3, 2026	9:00am-3:00pm	UKC Bicycle Rodeo	CEFD Volunteer Assoc						Fire & Safety check	Maggie Bator 509-304-4433	N/A
	Saturday, May 17, 2026	11:30am-6:00pm	Skatepark Grand Opening - City Park	Rotary Club - Skatepark Committee						Fire & Safety check	Andrea Baker 253-225-2490	
	Sunday, June 7, 2026	8:00am-5:00pm	HI90 Grindy Bicycle Ride	Vicious Cycle Events						Fire & Safety check	Jake Maedke 509-750-0977	
	Sunday, June 22, 2026	9:00am-12:00pm	Outdoor Mass	St John the Baptist Catholic Church						Fire & Safety check	John Storch 509-260-0604	
	Friday, July 4, 2026 - Sunday, July 6, 2026	8:00am-4:00pm	Pioneer Days	CEDA						Fire & Safety check	Jordan Peterson 425-765-5719	N/A
	Sunday July 6, 2026	11:00am-7:00pm	Triple Shot 3 on 3	UKC Basketball Club						Fire & Safety check	Beau Nicholls 509-260-1243	
	Saturday, July 5, 2026	7:00am-12:00pm	Pioneer Queen Coronation	Pioneer Queen Coronation Committee						Fire & Safety check	Michael Richard 206-795-7007	
	Monday, July 6, 2026	7:00am-12:00pm	Pioneer Breakfast - Fireman's Park	CEFD Volunteer Assoc						Fire & Safety check	Maggie Bator 509-304-4433	N/A
	Friday, July 25, 2026 - Saturday, July 26, 2026	7:00am - 11:00pm	Cle Elum Roundup	Cle Elum Roundup Association						Fire & Safety check	Julie Cloninger 509-607-3665	
	Saturday, July 26, 2026	10:00am-5:00pm	Newberry Reunion - Fireman's Park	Pam Newberry						Fire & Safety check	Pam Newberry 509-304-4189	
	Saturday, August 16, 2026	7:00am- 2:00pm	Ride to Defeat ALS	The ALS Association						Fire & Safety check	Viktoria Meyer 206-208-4535	
	Saturday, August 16, 2026 - Sunday, August 17, 2026	8:00am- 6:00pm	Mouse About Softball Tournament	Mouse About Foundation						Fire & Safety check	Paul Costello 503-750-1753	
	Saturday, August 16, 2026	11:00am-4:00pm	SNPJ Cornhole Tournament	SNPJ Slovenian Lodge						Fire & Safety check	Ken Kladnik 509-929-0896	
	Sunday, August 17, 2026	9:00am-3:00pm	Non-profit Community Connect Day - City Park	Kittitas County Health Network & Upper County Senior Center						Fire & Safety check	Courtney Garzone 203-496-1461	N/A
	Monday, August 24, 2026	10:00am-4:00pm	Parish Picnic St John the Baptist - Fireman's Park	St John the Baptist/ Immaculate Conception Church						Fire & Safety check	Bill Barschaw 509-312-9912	
	Saturday, October 31, 2026	4:00pm-6:00pm	Boo Elum	CEDA			fire permit			Fire & Safety check	Jordan Peterson 425-765-5719	N/A
	Thursday, November 13, 2026	4:00pm-8:30pm	Cle Elum Ladies Night Out	Kittitas County Chamber of Commerce					COI	Fire & Safety check	Darby Grimes 509-833-4734	
	Sunday, November 29, 2026	6:00pm-6:30pm	Christmas Cle Elum Lighting - Flagpole Park	CEDA			vendor list; fire permit			Fire & Safety check	Jordan Peterson 425-765-5719	N/A
	Sunday, December 6, 2026	4:30pm-7:00pm	Christmas Cle Elum Parade	CEDA				Fireworks permit		Fire & Safety check	Jordan Peterson 425-765-5719	N/A