

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

**City Council
Agenda
March 24, 2026
6:00 PM**



119 W FIRST STREET
CLE ELUM, WA 98922

MAYOR
MATTHEW LUNDH

DEPUTY MAYOR
CASSIDY BUECHLE - CURTIS

CITY COUNCIL
CASSIDY BUECHLE - CURTIS
BETH WILLIAMS
JON CORNELIUS
KEN RATLIFF
STEVEN COOK
AUDREY MALEK
STEVEN HARPER

CITY ATTORNEY
CURTIS CHAMBERS

Join Virtually via Zoom: <https://zoom.us/j/7573184018?pwd=dERndiBJVC9GdVQ1d2ISRExwZFhXZz09>
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, Pledge of Allegiance, and Roll Call**
 - a. Sign In Sheet — March 24, 2026
 2. **Executive Session RCW 42.30.110(1)(i)**
 - a. Pursuant to RCW 42.30.110(1)(i): To discuss with legal counsel representing the agency litigation to which the agency is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence of the agency.
 3. **Public Comment – Limited to 5 Minutes per Speaker**
 - a. Brian Guinn - Cle Elum Municipal Airport
 4. **Announcements, Appointments, Awards, and Recognition**
 - a. Recognition of Service — Jane Agar
 - b. Proclamation Honoring Cle Elum – Roslyn High School Girls Basketball Team
 - c. Certificates of Appreciation — Cle Elum – Roslyn High School Teen Prevention Club
 - d. Proclamation Designating April 2026 as Child Abuse Awareness Month — Jeff Myers — Court Appointed Special Advocates (CASA)
 5. **Approval of Meeting Agenda**
 6. **Consent Agenda**

Items listed below have been distributed to Council Members in advance for review and will be

City Council Agenda

March 24, 2026

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enacted by one motion. If separate discussion is desired on an item, it may be removed from the Consent Agenda and placed on the Regular Agenda at the request of a Council Member or a member of the public with concurrence from a Council Member:

- a. Council Meeting Minutes — March 10, 2026
 - b. Payables — March 24, 2026 — \$484,815.90
7. **Department Head Reports**
- a. Rob Omans — City Administrator
February 2026 — Budget and Treasurer's Report
 - b. Rich Albo — Police Chief
 - c. Mathew Bailey — Public Works Director
8. **Public Appearances – 15-Minute Limit**
- a. Cle Elum – Roslyn High School Prevention Club
 - b. Upper Kittitas County Community Recreation Center Update — Claire Nicholls
9. **Business Requiring Public Hearings**
10. **Unfinished Business**
11. **New Business**
- a. Taser 10 & Axon Virtual Reality (VR) Program Agreement — Rich Albo — Police Chief
 - b. Ordinance 1724 — Inland Cellular LLC Franchise Agreement — Colleda Monick — Planning Consultant
 - c. Resolution 2026-011 — City of Cle Elum Americans with Disabilities Act (ADA) Self - Evaluation Report and Transition Plan — Joseph Calhoun — HLA
 - d. Resolution 2026-012 — Interlocal Agreement between the City of Cle Elum and the City of Roslyn for Mutual Aid — Mathew Bailey — Public Works Director
 - e. Resolution 2026-013 — Interlocal Agreement between the City of Cle Elum and The City of Roslyn for Public Works Services — Mathew Bailey — Public Works Director
 - f. Library Director Job Description — Erica Krum — Assistant City Administrator
 - g. Ordinance 1722 — Update 2026 Salary Schedule — Erica Krum — Assistant City Administrator
 - h. Library Director Employment Agreement — Erica Krum — Assistant City Administrator
12. **Report of Committees**
- a. Public Works & Community Development
Stormwater Rate Discussion
 - b. Public Safety & Health
 - c. Lodging Tax & Events
 - d. General Government
13. **Councilmember Comments - Limited to 5 Minutes**

City Council Agenda

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14. Mayor's Report
15. Adjournment

Upcoming Meetings:

General Government Committee Meeting — March 25, 2026, at 8:30 a.m.

Joint Special Meeting City of Cle Elum, South Cle Elum and Kittitas County Fire District No. 7 — March 30, 2026, at 6:00 p.m.

Public Works & Community Development Committee Meeting — April 7, 2026, at 1:00 p.m.

Coal Mines Trail Commission Meeting — April 6, 2026, at 4:00 p.m.

Planning Commission Meeting — April 7, 2026, at 6:00 p.m.

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

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.

Historical Preservation Commission Meeting — April 21, 2026, at 3:00 p.m.

City of Cle Elum Council Meeting

March 24, 2026, 6:00 p.m.

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

Please sign in:

Name	Address	PLEASE PROVIDE EMAIL ADDRESS IF YOU WANT COUNCIL'S RECOMMENDATION MAILED TO YOU
Brian Guian	81 Jack Pine Dr Cle Elum WA 98922	206dieseltech@gmail.com
CHRIS COLLINS	530 MAPLE LEAF LOOP, CE 98922	

RE: Hangar Build; Cle Elum Municipal Airport

I initially reached out to Rob Omans (listed as the airport manager) on August 8, 2024 to inquire about the possibility of building a hangar, it took several voicemails and emails to get a response and I was told "As I stated, we are still working on the ground lease but we will hopefully have something soon". At that Time Rob looped Colleda into the conversation.

Dec. 13, 2024 – Emailed Rob and Colleda for an update

Dec. 16, 2024 – Colleda replied with the updated agreement and airport layout and I asked if we could schedule a call to discuss the terms as they seemed to be short with the City to have the option to increase the annual \$ amount based on site improvements at the responsibility of the leasee (me). I was told the agreement was still in the works and the city was seeking FAA approval of the site plan.

Sept. 19, 2025 – I reached back out to Rob and Colleda to inquire if there have been any updates, what the specifics are of the larger "available" spots and specifically the size of hangar that could be put on the 90x90. It took several emails and voicemails left with Rob and finally Colleda called and stated that with the bankruptcy filing that the city would be unable to engage in long term leases until it is resolved

I am still attempting to come up with a resolution which has me attending this City Council meeting

According to publicly obtained documentation, the city received Federal and State grants for the airport in 2010 and 2016 which requires the recipient to adhere to the Federal Grant obligations and grant assurances outlined in the Airport Sponsor & Airport User Rights and Responsibilities packet which cites Airport Compliance, FAA Order 5190.6B, Etc. – documents the city has likely seen when accepting these grants.

Use on Reasonable and not Unjustly Discriminatory Terms

Grant Assurance 22

"...will make its airport available as an airport for public use on reasonable terms, and without unjust discrimination, to all types, kinds, and classes of aeronautical uses." Assurance 22(a)

"...may establish such equal and not unjustly discriminatory conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport." Assurance 22(h)

"...may...limit any given type, kind, or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or...to serve the civil aviation needs of the public." Assurance 22(i)

The Prohibition Against Exclusive Rights

Grant Assurance 23, Exclusive Rights, provides, in pertinent part, that the sponsor of a federally obligated airport:

"...will permit no exclusive right for the use of the airport by any persons providing, or intending to provide, aeronautical services to the public..."

In this time that I have been attempting to gain access to build a hangar there has been another unit built on Lot 2 of Block D, my understanding is the hangar belongs to Kittitas County but that could be inaccurate, however, it would seem this would fall under the exclusivity of rights and potential discrimination of the public use of the airport. Why can they get access to build but not me?

Furthermore, Rob is listed as the airport manager - in 14 CFR FAA regulations it states that the airport manager is responsible to provide personnel to meet the safety requirements set by the FAA, especially in Federally Obligated Airports. The last time I landed at the airport the windsock was torn in two and not showing the wind accurately, this is a safety concern. It also states that the airport manager should be reasonably available – I have left Rob at least a dozen voicemails between 2024 and 2026 that I am still awaiting reply on. I understand that this is small portion of his workload but it seems to be a burden.

Formal Complaint Process

“In order to file a formal complaint under 14 CFR, Part 16, the complainant must be “directly and substantially affected” by any alleged noncompliance of a federally obligated airport. Prior to filing a complaint, the parties are required to initiate and engage in good faith efforts to resolve the disputed matter informally.”

This is my formal attempt to informally resolve this matter – I want to be a part of the solution and would appear that the civic duties are overwhelming; public use and safety of the airport is suffering and being overlooked. As part of the solution, I would formally like to offer my willingness to help with the management of the airport but I would also like approval to build a hangar to store my plane. When I initially talked to Rob back in 2024 (and the only time he returned my calls) I expressed this interest, I would like to invest in the airport and make it a portal to this city. Cle Elum is uniquely positioned in an aviation gateway through the cascades, if we were to provide more services there, it would get used.

“Build it and they will come” – Field Of Dreams 1989

I am also formally expressing my interest in acquiring or purchasing the airport. I believe this would provide the City with the necessary leverage to settle its legal and fiscal hurdles and provide immediate relief from the costs of airport maintenance. If this is of interest to the city, please let me know and we can begin negotiations.

With Regards,

Brian Guinn

206.755.7554



Federal Aviation
Administration

AIRPORT SPONSOR & AIRPORT USER RIGHTS AND RESPONSIBILITIES



AIRPORT SPONSOR & AIRPORT USER RIGHTS AND RESPONSIBILITIES

The rights and responsibilities of the sponsors and users of federally obligated public-use airports are based on Federal law. In exchange for Federal airport development assistance (including the transfer of Federal property for airport purposes), airport sponsors make binding commitments to assure that the public's interest in civil aviation will be served. An airport sponsor's responsibilities are commonly referred to as its Federal grant obligations or grant assurances.

The Federal Aviation Administration (FAA) has a statutory mandate to ensure that airport owners comply with their grant obligations. FAA Order 5190.6B, *Airport Compliance Manual*, issued September 30, 2009, generally provides the policies and procedures to be followed by the FAA in carrying out this duty. The Order is not regulatory and is not controlling with regard to airport sponsor conduct; rather it establishes the policies and procedures to be followed by FAA personnel in carrying out the FAA's responsibilities for ensuring airport compliance.

The FAA Airport Compliance Program is designed to ensure the availability of a national system of safe, properly-maintained, public-use airports operated in a manner consistent with the airport owners' Federal obligations and the public's investment in civil aviation. The Airport Compliance Program does not control or direct the operation of airports; rather, it monitors the administration of the valuable rights pledged by airport sponsors to the people of the United States in exchange for monetary grants and donations of Federal property to ensure that the public interest is being served. More information about the FAA's Airport Compliance Program is available.

From time to time, individual airport users and airport sponsors may view these grant obligations differently. In most cases, airport users and airport sponsors are able to work together to identify a solution which is consistent with the airport sponsor's obligations and acceptable to both parties. However, when the two parties cannot come to an agreement, they may ask the FAA to help them interpret how the airport sponsor's obligations apply. The following discussion will serve as a guide to current FAA policy interpretation of the applicable laws and those sponsor assurances which commonly affect aeronautical users' rights at federally obligated public-use airports nationwide. The complete list of sponsor assurances is available.

Airport Owner Rights and Powers

Grant Assurance 5, *Preserving Rights and Powers*, requires, in pertinent part, that the sponsor of a federally obligated airport:

"...will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms conditions, and assurances in the grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor."



Put simply, an airport sponsor is prohibited from taking any action which could preclude it from complying with its grant obligations. For example, an airport sponsor may not enter into a management agreement which would result in exclusive use or discrimination at the airport. Airport sponsors are strongly encouraged to use strong subordination clauses to ensure their ability to comply with Grant Assurance 5.

In addition to obligating the airport sponsor to preserve its rights and powers to carry out all grant agreement requirements, this assurance also places certain limitations on the sponsor's use of airport land. Most real estate transactions require prior FAA approval, and airport sponsors are prohibited from encumbering airport property.



Use on Reasonable and Not Unjustly Discriminatory Terms

Grant Assurance 22, Economic Nondiscrimination, requires, in pertinent part, that the sponsor of a federally obligated airport:

“...will make its airport available as an airport for public use on reasonable terms, and without unjust discrimination, to all types, kinds, and classes of aeronautical uses.” Assurance 22(a)

“...may establish such equal and not unjustly discriminatory conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.” Assurance 22(h)

“...may...limit any given type, kind, or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or...to serve the civil aviation needs of the public.” Assurance 22(i)

Subsection (h) qualifies subsection (a) and subsection (i) represents an exception to subsection (a) to permit the sponsor to exercise control of the airport sufficient to preclude unsafe and efficient use of navigable airspace which would be detrimental to the civil aviation needs of the public. However, any airport sponsor restrictions on aeronautical activities based upon safety and efficiency under Assurance 22(i) must be adequately justified and supported, and they must be approved in advance by the FAA. In all cases, the FAA is the final arbiter regarding aviation safety and will make the determination regarding the reasonableness of any proposed measure to restrict, limit, or deny aeronautical access to the airport. The FAA considers it inappropriate to provide federal assistance for improvements to airports where the benefits of such improvements will not be fully realized due to inherent restrictions on aeronautical activities.

Federally obligated airport sponsors are required to operate airports for the use and benefit of aeronautical users and to make those airports available to all types, kinds, and classes of aeronautical activities on fair and reasonable terms, and without unjust discrimination. However, airport sponsors may adopt reasonable commercial minimum standards and/or airport rules and regulations.

Airport sponsors have an obligation to treat in a uniform manner those users making the same or similar use of the airport. However, an airport sponsor may treat similarly situated airport users differently, including rental rates, lease terms, etc., as long as those differences are not unjust. Typically, in order to sustain an allegation of unjust economic discrimination, a complainant must establish they requested similar terms and conditions as another similarly situated user, but was denied those terms for unjust reasons.

Restrictions on Self-servicing of Aircraft

Grant Assurance 22(f) provides that an airport sponsor:



“...will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to, maintenance, repair, and fueling) that it may choose to perform.”

The FAA considers the right to self-service as prohibiting the establishment of any unreasonable restriction on the owners or operators of aircraft regarding the servicing of their own aircraft and equipment. When airport users and airport sponsors disagree about whether or not a restriction is reasonable and a formal complaint is filed, the FAA becomes the final arbiter in the matter.

Aircraft owners must be permitted to fuel, wash, repair, and otherwise take care of their own aircraft with their own personnel, equipment, and supplies. The airport sponsor, however, is obligated to operate the airport in a safe and efficient manner. The establishment of fair and reasonable rules, applied in a not unjustly discriminatory manner, governing the introduction of equipment, personnel, or practices which would be unsafe, unsightly, detrimental to the public welfare, or which would affect the efficient use of airport facilities by others, is not unreasonable.

The Prohibition Against Exclusive Rights

Grant Assurance 23, Exclusive Rights, provides, in pertinent part, that the sponsor of a federally obligated airport:

“...will permit no exclusive right for the use of the airport by any persons providing, or intending to provide, aeronautical services to the public...”

The fact that an aeronautical activity is provided by only one entity does not necessarily establish an exclusive rights violation. An exclusive rights violation is the denial by an airport sponsor to afford other qualified parties an opportunity to be an on-airport aeronautical service provider.

Although federally obligated airports may impose qualifications and minimum standards upon those who engage in aeronautical activities, the FAA has taken the position that the application of any unreasonable requirement or standard that is applied in an unjustly discriminatory manner may constitute a constructive grant of an exclusive right. When airport users and airport sponsors disagree about whether or not a requirement is reasonable and a formal complaint is filed, the FAA becomes the final arbiter in the matter.

Grant Assurance 23 provides for two limited exceptions. An airport sponsor may choose to offer some or all aeronautical services itself and exclude other entities from competing with these services. This is referred to as the airport sponsor's proprietary exclusive right. If an airport sponsor chooses to exercise its proprietary exclusive right to offer aeronautical services, it must do so with its own resources and its own employees; airport sponsors may not contract out their proprietary exclusive right. The second exception applies when the airport sponsor faces unreasonably costly, burdensome, or impractical challenges in accommodating more than one fixed-base operator to provide a service and adding a second fixed-base operator would result in a reduction in space leased to and actively used by the existing fixed-base operator.

Airport Rates and Charges

Grant Assurance 24, Fee and Rental Structure, provides, in pertinent part, that the sponsor of a federally obligated airport:

“...maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at that particular airport, taking into account such factors as the volume of traffic and economy of collection.”

The airport sponsor's obligation to make an airport available for public use does not preclude the owner or sponsor from recovering the cost of providing the facility. The owner or sponsor is expected to recover its costs through the establishment of fair and reasonable fees, rentals, or other user charges that will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.

The FAA's Policy Regarding Airport Rates and Charges (61 Fed. Reg. 31994; June 21, 1996 as



amended) provides comprehensive guidance on the legal requirement that airport fees be fair, reasonable, and not unjustly discriminatory. Federal law does not prescribe a single approach to rate-setting; airports may utilize their preferred methodology as long as that methodology is applied consistently to similarly-situated aeronautical users and conforms to other requirements outlined in the FAA's Rates and Charges Policy. Ordinarily, the FAA will not investigate the reasonableness of a general aviation airport's fees absent evidence of a progressive accumulation of surplus aeronautical revenues.

The Use of Airport Revenue



Grant Assurance 25, Airport Revenues, provides, in pertinent part, that:

"All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport..." Assurance 25(a)

Revenue generated by the airport includes aeronautical and nonaeronautical rents, fees, charges, and other payments received by the airport sponsor. Airport revenue must be used for the operational and capital costs of the airport, the local airport system, or other facilities owned or operated by the airport owner or operator and directly and substantially related to the air transportation of passengers or property. Certain airports are exempted from this requirement because the law grandfathers certain financial arrangements that existed prior to September 3, 1982.

The FAA's Policy and Procedures Concerning the Use of Airport Revenue (64 Fed. Reg. 7696; February 16, 1999) provides several examples of unlawful revenue diversion. Some of these examples include:

- Paying in excess of the value of goods or services the airport receives;
- Improper cost allocations;
- Charging less than fair market value rental rates to nonaeronautical users, including the sponsor itself;
- Directly subsidizing air carriers;
- Using airport revenue for general economic development activities;
- Paying for marketing and promotions not related to the airport;
- Loaning money to other entities at less than prevailing rates; and
- Using airport revenue to participate in some types of community events.

COMPLAINT RESOLUTION

The FAA's role in adjudicating disputes between airport users and airport sponsor's is to ensure the sponsor's compliance with its Federal obligations. When allegations made in a complaint are verified, the FAA works with the airport sponsor to develop a corrective action plan to address the findings of noncompliance. **Please note that the FAA does not have the legal authority to award monetary judgments or order payment for damages.**

Informal Complaint Process

Under 14 Code of Federal Regulations § 13.1, any person who knows of a violation of Federal aviation laws, regulations, rules, policies, or orders may report the violation to the FAA informally as a "report of violation." Airport users may report allegations of grant assurance violations to the FAA under Section 13.1. This is commonly referred to as an "informal complaint."

The FAA strongly encourages individuals seeking to file informal complaints under 14 CFR, § 13.1, to do so in writing. A telephone conversation may not capture all the details of the alleged violations while the written submission is able to emphasize all the issues and concerns.

Informal complaints of alleged violations are primarily addressed through the FAA's review of written submissions. Therefore reports must:

1. Clearly state each alleged violation;
2. Identify the specific grant assurance(s) alleged to have been violated;
3. Provide a comprehensive, detailed description of the alleged violation, including the actions and/or inactions taken by the airport sponsor which result in the alleged violation;
4. Provide issue-by-issue supporting arguments, information and documentation; and
5. Include a summary of the actions you have taken to bring the perceived violation(s) to the attention of the airport sponsor and any efforts to resolve the issues directly with the airport sponsor.

Factually accurate supporting detail is essential for us to effectively evaluate each allegation and to establish a basis for determining the validity of each allegation. **Please be advised that information and documents provided to the FAA are not considered confidential and are subject to public release under the Freedom of Information Act.**



The FAA's local Airports District Office or Regional Airports Division investigates informal complaints. Allegations which do not fall within the scope of FAA jurisdiction or which lack sufficient clarity to permit evaluation will not be reviewed further. The remaining allegations will be investigated to determine whether further FAA action is warranted. The investigative process requires the FAA to contact the airport sponsor.

A list of [FAA Airports District and Regional Offices](#) is available.

There are no regulatory time frames associated with the Part 13.1 process. The FAA strives to investigate and conclude informal complaints within 120 days from receipt of the complaint. However, extenuating factors such as time required to obtain additional factual information, the complexity of the allegations, the need to coordinate with other offices within the FAA, and office workload requirements, etc. may preclude the investigating office from meeting this target deadline.

Upon completion of the investigation, a preliminary determination setting forth the Region's position on the allegations is sent to both the complainant and the airport sponsor. This preliminary determination is not a final agency decision subject to judicial review.

Formal Complaint Process

FAA Rules of Practice for Federally-Assisted Airport Proceedings. 14 Code of Federal Regulations § 16 is the process available to substantially affected complainants seeking a final agency decision. The FAA's Office of Airport Compliance conducts FAA investigations under Part 16. These enforcement procedures were published in the Federal Register (61 Fed. Reg. 53998, October 16, 1996) and became effective on December 16, 1996.

In order to file a formal complaint under 14 CFR, Part 16, the complainant must be "directly and substantially affected" by any alleged noncompliance of a federally obligated airport. Prior to filing a complaint, the parties are required to initiate and engage in good faith efforts to resolve the disputed matter informally. A complaint will not be considered unless the person or authorized representative filing the complaint certifies that substantial and reasonable good faith efforts to resolve the issue have been made and that there is no prospect for a timely resolution.

Formal complaints are filed with the FAA Part 16 Airport Proceedings Docket in the Office of the Chief Counsel. Documents filed with the FAA must be typewritten or legibly printed. The mailing address should read:

FAA Part 16 Airport Proceedings Docket
AGC-610
Federal Aviation Administration
800 Independence Ave., SW
Washington, DC 20591

The complaint should:

1. State the name and address of each person who is the subject of the complaint and, with respect to each person, the specific provisions of each law, grant assurance, and/or surplus property agreement that the complainant believes were violated;
2. Provide a concise but complete statement of the facts relied upon to substantiate each allegation;
3. Describe how the complainant was directly and substantially affected by the things done or omitted to be done by the respondent(s); and
4. Provide a summary of the actions taken to bring the perceived violation(s) to the attention of the airport sponsor and any efforts to resolve the issues directly with the airport sponsor.

The original and three copies of each document should be filed with the FAA Part 16 Airport Proceedings Docket. The original should be signed by the person filing it or the person's duly authorized representative.

A certificate of service should accompany all documents when they are filed. The certificate must certify concurrent service on the FAA and all parties named in the complaint as persons responsible for the alleged action(s) or omission(s) upon which the complaint is based.

The certificate of service should be in substantially the following form:

I hereby certify that I have this day served the foregoing [name of document] on the following persons at the following addresses and facsimile numbers (if also served by facsimile) by [specify method of service]:

[list person, addresses, facsimile numbers]

Dated this _____ day of _____, 20__.

[signature], for [party]

After a formal complaint is received, the FAA has 20 days to either docket or dismiss the complaint. Formal complaints are dismissed when the complainant lacks standing, does not follow the correct procedures to file the complaint, or fails to document good faith efforts to resolve the matter informally.

Once a formal complaint is docketed, the airport sponsor has 20 days to file its answer. The complainant may file its reply within 10 days of the date of service of the answer. The airport sponsor may file a rebuttal within 10 days of the date of service of the complainant's reply. The FAA has 120 days, from the date of the last pleading submitted, to conduct its investigation and issue a Director's Determination.

Any party adversely affected by the Director's Determination may appeal the initial determination to the Associate Administrator for Airports within 30 days after the date of service of the initial determination. The Associate Administrator will render a Final Agency Decision which may be appealed to the U.S. Court of Appeals.

Prior to filing a formal complaint, please review the [Frequently Asked Questions about Part 16.](#)

The [Part 16 Decision Database](#) contains copies of all Director's Determinations and Final Agency Decisions issued. Oftentimes, complaints focus on similar issues, so understanding how the FAA has decided a case in the past may be helpful.



RESOURCES AND REFERENCES

Airport Compliance Program

http://www.faa.gov/airports/airport_compliance/

FAA Order 5190.6B, Airport Compliance Manual

http://www.faa.gov/airports/resources/publications/orders/compliance_5190_6/

Sponsor Assurances

http://www.faa.gov/airports/aip/grant_assurances/media/airport_sponsor_assurances_2012.pdf

FAA's Policy Regarding Airport Rates and Charges

http://www.faa.gov/airports/airport_compliance/media/airports_rates_charges_policy_with_amendments.pdf

FAA's Policy and Procedures Concerning the Use of Airport Revenue

http://www.faa.gov/airports/resources/publications/federal_register_notices/media/obligation_final99.pdf

FAA's Advisory Circular on Exclusive Rights at Federally Obligated Airports

http://www.faa.gov/documentLibrary/media/advisory_circular/150-5190-6/150_5190_6.pdf

FAA's Advisory Circular on Minimum Standards for Commercial Aeronautical Activities

http://www.faa.gov/documentLibrary/media/advisory_circular/150-5190-7/150_5190_7.pdf

14 Code of Federal Regulations § 13.1

<http://www.gpo.gov/fdsys/pkg/CFR-2011-title14-vol1/xml/CFR-2011-title14-vol1-part13.xml#seqnum13.1>

14 Code of Federal Regulations § 16

<http://www.gpo.gov/fdsys/pkg/CFR-2011-title14-vol1/xml/CFR-2011-title14-vol1-part16.xml>

Frequently Asked Questions about Part 16

<http://part16.airports.faa.gov/index.cfm?page=FAQ>

Part 16 Decision Database

<http://part16.airports.faa.gov/index.cfm?page=CaseFileSearch>



PROCLAMATION DECLARING MARCH 30, 2026 AS CLE ELUM- ROSLYN HIGH SCHOOL GIRLS BASKETBALL TEAM STATE CHAMPIONS DAY

WHEREAS, on March 7, 2026, the Cle Elum–Roslyn High School Girls Basketball Team captured the WIAA 2B State Championship, bringing tremendous pride to their school and community; and

WHEREAS, throughout the 2025–2026 season, the team demonstrated consistent excellence, earning first place in the EWAC West Division and League Tournament, finishing as runners-up in the District 5 2B Tournament, and advancing to the State Tournament in Spokane; and

WHEREAS, in a hard-fought championship game, the Warriors secured a 49–43 victory over Reardan High School, marking the program’s first state title in more than three decades; and

WHEREAS, this outstanding achievement reflects the talent, discipline, and perseverance of student-athletes Berklie Singer, Grace Singer, Makena Slimp, Nellie Nicholls, Charlotte Nansel, Payson Berry, Rylee Keller, Gracie Glondo, Cara Coleman, Jadison Wallick, Delaney Berry, and Cienna Smith, as well as the leadership of their coaches and support staff; and

WHEREAS, these young athletes have represented Cle Elum with pride, demonstrating integrity, teamwork, and sportsmanship while serving as positive role models both on and off the court;

NOW, THEREFORE, I, Matthew Lundh, Mayor of the City of Cle Elum, do hereby declare March 30, 2026, as “Cle Elum–Roslyn High School Girls Basketball Team State Champions Day” in the City of Cle Elum, and encourage all residents to join in celebrating this remarkable accomplishment and the example these student-athletes have set for our community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Cle Elum to be affixed this 24th day of March 2026.

Matthew Lundh
Mayor, City of Cle Elum



PROCLAMATION HONORING THE CLE ELUM-ROSLYN HIGH SCHOOL PREVENTION CLUB

WHEREAS, the Cle Elum–Roslyn High School Prevention Club is comprised of students who exemplify leadership both today and into the future; and

WHEREAS, the voices of these young leaders help shape a community that is safe, healthy, and thriving for all; and

WHEREAS, members of the Cle Elum-Roslyn High School Prevention Club have demonstrated outstanding initiative and a strong commitment to promoting positive choices among their peers and within the broader community; and

WHEREAS, through their actions and advocacy, these students serve as role models, reflecting integrity, responsibility, and compassion; and

WHEREAS, their collaboration with school staff, community partners, and organizations both within and beyond Cle Elum strengthens prevention efforts and supports early intervention strategies; and

WHEREAS, these students have shown courage and bravery in speaking up on important issues, using their voices to encourage awareness and positive change; and

WHEREAS, their resilience has allowed them to continue expanding their impact, reaching audiences locally and across Washington State; and

WHEREAS, their dedication to learning and growing in their advocacy reflects the strength and spirit of our community;

NOW, THEREFORE, I, Matthew Lundh, Mayor of the City of Cle Elum, do hereby honor and recognize the Cle Elum–Roslyn High School Prevention Club for their meaningful contributions to the health, safety, and well-being of our community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Cle Elum to be affixed this 24th day of March 2026.

Matthew Lundh
Mayor, City of Cle Elum



NATIONAL CHILD ABUSE PREVENTION MONTH

April 2026



WHEREAS, in Federal fiscal year 2024, there were approximately 4.36 million reports of child abuse and neglect in the United States. That year, 532,228 children were confirmed as victims of maltreatment that year.

WHEREAS, child abuse and neglect is a serious problem affecting every segment of our community, and finding solutions requires input and action from everyone; and

WHEREAS, our children are our most valuable resource and the foundation of our future, communities must prioritize and promote programs and activities that foster strong, thriving children and families; and

WHEREAS, child abuse can have long-term psychological, emotional, and physical effects that have lasting consequences for victims of abuse; and

WHEREAS, protective factors are conditions that reduce or eliminate risk and promote the social, emotional, and developmental well-being of children; and

WHEREAS, effective child abuse prevention activities succeed because of the partnerships created between child welfare professionals, education, health, community- and faith-based organizations, businesses, law enforcement agencies, and families; and

WHEREAS, we acknowledge that we must work together as a community to increase awareness about child abuse and contribute to promote the social and emotional well-being of children and families in a safe, stable, and nurturing environment; and

WHEREAS, prevention remains the best defense for our children and families.

THEREFORE, I do hereby proclaim April as **NATIONAL CHILD ABUSE PREVENTION MONTH** and urge all citizens to recognize this month by dedicating ourselves to the task of improving the quality of life for all children and families.

Signed this _____ day of _____, 2026

Mayor

Attest: _____

Clerk

CLE ELUM CITY COUNCIL
MINUTES
MARCH 10, 2026
6:00 PM
119 W FIRST STREET
CLE ELUM, WA 98922

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

Council Members Present:

Cassidy Buechle-Curtis
Ken Ratliff
Beth Williams
Steven Harper
Jon Cornelius
Audrey Malek
Steven Cook

Staff Present:

Matthew Lundh - Mayor
Rob Omans - City Administrator
Debbie Lee - Clerk
Shannon Johnson - Planning Director
William LaRue - Utilities Operations Manager
Mathew Bailey - Public Works Director
Ed Mills - Fire Chief
Rich Albo - Police Chief

- a. [March 10, 2026, Sign In Sheet](#)

2. Public Comment – Limited to 5 Minutes per Speaker

Brian Tate has been attending the weekly Meet the mayor events and has expressed a desire for the Mayor to resign.

3. Announcements, Appointments, Awards, and Recognition

- a. [Steven Harper — Certificate of Municipal Leadership](#)

Mayor Lundh presented the Certificate of Municipal Leadership to Councilmember Harper, and encouraged all councilmembers to pursue this award.

- b. [Reappointment of Gary Berndt to Planning Commission](#)

City Council Agenda

March 10, 2026

119 W FIRST STREET
CLE ELUM, WA 98922

Mayor Lundh has reappointed Gary Berndt and Paul Kantwill to the Planning Commission. The City Council is required to confirm these re-appointments.

MOTION: Councilmember Cook made a motion to approve the re-appointments to the Planning Commission; seconded by Councilmember Williams.

MOTION CARRIED: 7 yes 0 no.

c. [Reappointment of Paul Kantwill to the Planning Commission](#)

MOTION: Councilmember Cook made a motion to approve the re-appointments to the Planning Commission; seconded by Councilmember Williams.

MOTION CARRIED: 7 yes 0 no.

4. **Approval of Meeting Agenda**

The Cle Elum Roslyn High School girls basketball team won the state championship, and a celebratory parade was held on March 9, 2026. The council will prepare and present a proclamation honoring the team's achievement at the next scheduled meeting.

MOTION: Councilmember Cook made a motion to approve the agenda as presented; seconded by Councilmember Cornelius.

MOTION CARRIED: 7 yes 0 no.

5. **Consent Agenda**

The corrected meeting minutes are now available online, reflecting the necessary amendments.

MOTION: Councilmember Harper made a motion to approve the Consent Agenda; seconded by Councilmember Buechle-Curtis.

MOTION CARRIED: 7 yes 0 no.

a. [Special Council Meeting Minutes — February 24, 2026](#)

b. [Council Meeting Minutes — February 24, 2026](#)

c. [Payables — March 10, 2026 — \\$296,795.38](#)

d. [Payroll Vouchers — March 5, 2026 — \\$357,239.08](#)

City Council Agenda

March 10, 2026

119 W FIRST STREET
CLE ELUM, WA 98922

- e. Department of Revenue Business Licence Agreement
- f. Progress Estimate No. 1 — Zone 3 Booster Pump Improvements — Belsaas & Smith
\$92,882.51

6. **Department Head Reports**

see attached report

- a. Rob Omans — City Administrator

See attached report.

February 2026 Public Records Report

- b. Shannon Johnson — Planning Director

See attached report.

- c. Mathew Bailey — Public Works Director

See attached report.

Councilmember Williams inquired about the work in the alley between 2nd and 3rd Streets. Mathew Bailey, Public Works Director, said that this work is a sewer lining project, on a service line requiring repair.

A request has been made to grade or gravel the unpaved portion of Grant Street; Public Works (PW) intends to assess all alleys and unpaved roads in the spring. Additionally, Public Works has communicated with Ziply Fiber regarding their ongoing construction activity and confirms that they possess a current work in the Right-of-Way permit for approximately 19,000 feet of work.

- d. Rich Albo — Police Chief

See attached report.

- e. Ed Mills — Fire Chief

See attached reports

Chief Mills emphasized the importance of businesses having fire inspections.

City Council Agenda

March 10, 2026

119 W FIRST STREET
CLE ELUM, WA 98922

An email was received from the Washington State Rating Bureau expressing appreciation for the city's efforts regarding its fire protection rating. Last year, the city received a rating of 6, with expectations for an improvement to 5 this year.

Councilmember Cornelius inquired about the location of the planned burn, which will be in South Cle Elum.

Councilmember Buechle-Curtis requested invitations for council members to the Rating Bureau meeting and other audits. Chief Mills has extended an invitation for any council members to attend the audits.

f. [William LaRue — Utilities Operations Manager](#)

See attached report.

Councilmember Harper had questions about water capacity. The city currently operates eight wells. However, wells alone can not meet the increased demands during the summer months. Effective water conservation measures are essential to ensure the sustainability of our well field water system. Furthermore, the city should explore options for emergency electricity provision for the water system.

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

8. **Business Requiring Public Hearings**

9. **Unfinished Business**

10. **New Business**

a. [Interfund Transfer — Budget Amendment — Ordinance 1723](#)

Rob Omans, City Administrator, stated when an interfund loan is executed, a budget amendment must be processed. The council will also receive an email notification upon the completion of a transfer.

MOTION: Councilmember Harper made a motion to approve Ordinance 1723, Interfund Transfer Budget Amendment; seconded by Councilmember Malek.

MOTION CARRIED: 7 yes 0 no.

City Council Agenda

March 10, 2026

119 W FIRST STREET
CLE ELUM, WA 98922

- b. [Resolution 2026-009 — Amending Fee Schedule — Mathew Bailey — Public Works Director](#)

Mathew Bailey, Public Works Director, provided an update regarding staff and equipment time, including hourly rates as an annual housekeeping effort. Interlocal agreements are currently being reviewed by city legal.

MOTION: Councilmember Cook made a motion to approve Resolution 2026-009 Amending the Fee Schedule; seconded by Councilmember Cornelius.

MOTION : 7 yes 0 no.

- c. [Resolution 2026-010 — Accepting Certain Water, Sewer, Stormwater within Bullfrog Flats — Mathew Bailey — Public Works Director](#)

A map has been provided, detailing all installations and inspections completed to date for water mains, sewer mains, and storm drains. The current assessment excludes street curb and gutter improvements, focusing solely on underground utilities.

The following tests have been conducted:

- Pressure testing
- Bac-T testing
- Infiltration inspection
- Mandrel testing for straightness

MOTION: Councilmember Harper made a motion to approve Resolution 2026-010 Accepting Certain Water, Sewer, Stormwater Within Bullfrog Flats; seconded by Councilmember Ratliff.

MOTION CARRIED: 7 yes 0 no.

- d. [Request for Leak Adjustment — Glondo Sausage Company](#)

Councilmember Cook reported that the customer addressed the issue within the required timeframe for a maximum expenditure of \$1,000. He informed the Council that the committee did not reach a unanimous decision regarding the recommendation to the Council. Concerns were raised about the delay in reporting to the city while awaiting a response from the insurance company.

Councilmember Cornelius noted that Audrey Casassa, Utility Clerk, effectively identified the leak and communicated with the customer. The situation remained unresolved until February 11, resulting in a significant duration during which the city was responsible for repair costs. If the matter had been addressed earlier, it could have been resolved in 7 days rather than the 23 days taken, leading to additional water and sewer charges.

The sewer consumption charge amounts to \$634, based on the assumption that the water

City Council Agenda

March 10, 2026

119 W FIRST STREET
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discharged into the sewer system.

MOTION: Councilmember Cook made a motion to approve the Request for Leak Adjustment for Glondo Sausage Company in the amount of \$1,000.00; seconded by Councilmember Williams.

MOTION CARRIED: 6 yes 1 no. (Councilmember Cornelius)

e. [Request for Leak Adjustment — Kerry Clark](#)

Councilmember Cook reported that a leak was found outside the building and was repaired quickly, incurring a cost of \$405.74.

MOTION: Councilmember Cook made a motion to approve the Request for Leak Adjustment for Kerry Clark in the amount of \$405.74; seconded by Councilmember Buechle-Curtis.

MOTION CARRIED: 7 yes 0 no.

11. Report of Committees

a. [Public Works & Community Development](#)

Councilmember Cook announced that the Public Works & Community Development Committee meetings will now occur on the first Tuesday of each month, starting at 1:00 p.m. A study session for the stormwater plan is tentatively scheduled for March 20, 2026.

b. [Public Safety & Health](#)

Councilmember Buechle-Curtis reported that the next meeting is scheduled for Thursday at 9:00 a.m. A study session will follow immediately after the committee meeting.

c. [Lodging Tax & Events](#)

Councilmember Malek informed the Council of a meeting scheduled for tomorrow at 8:30 a.m.

d. [General Government](#)

Councilmember Harper stated that the Hearing Examiner contract is under review by the legal department. Forte's third-party billing is likewise under review by the legal department.

City Council Agenda

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12. Councilmember Comments - Limited to 5 Minutes

Councilmember Ratliff inquired if the city had received updates regarding Teanaway Court. It was noted that no updates have been received yet, but they are expected imminently.

Councilmember Buechle-Curtis welcomed Shannon Johnson, the newly hired Planning Director.

Councilmember Cook, who attended three "Meet the Mayor" events, emphasized the importance of participants bringing questions or topics to the meetings to derive value from them.

Councilmember Malek expressed enthusiasm regarding the ongoing fire wise initiatives.

13. Mayor's Report

City Heights has filed an objection regarding the city's eligibility for Chapter Nine status. A conference on this matter is scheduled for tomorrow at 11:00 a.m. Timelines and next steps will be discussed at that time.

The Mayor will attend the National League of Cities conference in Washington, D.C., as the secretary of the board for the Association of Washington Cities. This trip is funded by the Association, providing the Mayor with a valuable opportunity to engage with members of the delegation.

14. Adjournment

The meeting adjourned at 7:14 p.m.

Matthew Lundh, Mayor

Debbie Lee, Clerk

CHECK REGISTER

City Of Cle Elum

Time: 13:13:32 Date: 03/18/2026

03/11/2026 To: 03/24/2026

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1039	03/11/2026	Claims	1	EFT	Inland Networks	30.00	Police Dept alarm monitoring
1040	03/11/2026	Claims	1	EFT	Methodworks	452.75	Planning Dept Dell Pro 16 Notebook computer with docking station
1041	03/11/2026	Claims	1	EFT	Xpress Bill Pay	697.21	February merchant fees
1042	03/11/2026	Claims	1	EFT	Puget Sound Energy	19,055.12	Jan 2026- 500 Owens Rd, WH20T Sewer
1044	03/11/2026	Claims	1	EFT	Cintas Corporation	219.79	Public Works mats/towels/uniforms 3/3
1047	03/11/2026	Claims	1	EFT	U.S. Cellular	1,053.58	Cell bills -- Fire Dept, Public Works, Admin
1058	03/11/2026	Claims	1	EFT	City of Cle Elum	3,327.46	Feb 2026 w/s use - Police, Fire, City Hall, Water plant, Public works, library, bathrooms, rentals
1079	03/11/2026	Claims	1	EFT	Chase Paymentech	461.54	February non utility merchant fees
1080	03/11/2026	Claims	1	EFT	Chase Paymentech	1,112.28	February utility merchant fees
1115	03/13/2026	Claims	1	EFT	Cintas Corporation	438.65	Public works mats/towels/uniforms and gloves 3/10
1134	03/16/2026	Claims	1	EFT	Puget Sound Energy	20,812.92	Feb 2026 Gas and Electric-- City hall, library, police, fire, parks, street lights, shop, restrooms, old water plant, chlorinator, cemetery, water and wastewater plants, pumps
1135	03/16/2026	Claims	1	EFT	Puget Sound Energy	274.01	Feb 2026 1009 E Third -natural gas #8160
1136	03/16/2026	Claims	1	EFT	Puget Sound Energy	1,917.02	Feb 2026 -- First St & Pennsylvania Street Lights #0910, 2000 Bullfrog Rd, Pump #8231
1150	03/17/2026	Claims	1	EFT	Kittitas County P.U.D. #1	522.71	Shop/Lift Station/Airport Road Bldg Power
1186	03/18/2026	Claims	1	EFT	Columbia Bank	19,840.31	February visa Police \$662.69 Fire Dept. \$7,578.78 Public Works \$5,674.51 Library \$245.67 Police \$801.03 City Admin \$4,877.63
1233	03/24/2026	Claims	1	EFT	Columbia Bank		PRINTING ISSUE OF CHECKS 48369 TO 48379
1187	03/24/2026	Claims	1	48380	Axon Enterprise Inc.	25,761.09	Police Dept - Axon Cameras -- annual lease year 1
1188	03/24/2026	Claims	1	48381	Baer Testing Inc.	712.50	Blue Fern Zone 3 Testing 2/23 WO #26-0630
1189	03/24/2026	Claims	1	48382	Bator Glass	1,124.72	Window for Hanson Ponds bathrooms; Window for Koritch F150 truck
1190	03/24/2026	Claims	1	48383	Belsaas & Smith Construction INC	92,882.51	Progress Estimate #1 for Zone 3 Booster Pump Improvements -- Bullfrog Flats
1191	03/24/2026	Claims	1	48384	Canon Financial Services, Inc.	624.75	City Hall copier lease 3/1-3/31; Copier lease -- public works and library 3/1-3/31
1192	03/24/2026	Claims	1	48385	Cascade Engineering Services, Inc	760.00	Police Dept calibrations 3/6/26
1193	03/24/2026	Claims	1	48386	Central Cleaning	800.00	901 W 2nd Rental Cleaning
1194	03/24/2026	Claims	1	48387	Century Link	64.99	Water Plant Telephone

CHECK REGISTER

City Of Cle Elum

Time: 13:13:32 Date: 03/18/2026

03/11/2026 To: 03/24/2026

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1195	03/24/2026	Claims	1	48388	Cle Elum Farm and Home	263.87	City Acct 22 -- Public Works soap, paint scraper, cloths, toilet seat. Library bolt set toilet; Fire Dept Acct 24 -- 5113 EMS Storage boxes, keychain
1196	03/24/2026	Claims	1	48389	Daily Record	231.00	Library 6 months subscription
1197	03/24/2026	Claims	1	48390	Brian DeFrang	581.00	Police Dept - uniform allowance Otter Creek suppressor
1198	03/24/2026	Claims	1	48391	ECL Fiberglass Manufacturing Inc.	3,410.00	6 black atlas full liners
1199	03/24/2026	Claims	1	48392	HLA Engineering and Land Surveying, Inc.	168,739.11	Engineering Fees/February -- 6 year tip, Cantwell spending, SR903 funding, Peoh Point review, Reg WW DNR Ease, Safe Routes/Freight Mobility/W 1st and N Pine Round Fundings, Reg Water Engin.; Engineeri
1200	03/24/2026	Claims	1	48393	Kathryn A Heller	200.00	Police Dept employee reimbursement - First Responder Mental Health & Wellness Conference
1201	03/24/2026	Claims	1	48394	Huntington National Bank	3,668.35	Police Dept camera lease x 4; Police Dept camera lease x 11
1202	03/24/2026	Claims	1	48395	Industrial Software Solutions	16,182.78	Win 911 pro software pmt; Aveva Flex Credits software pmt
1203	03/24/2026	Claims	1	48396	James Oil Company	2,404.72	Public works fuel 3/1 to 3/15; Police Dept fuel 3/1 to 3/15; Fire Dept fuel 3/1-3/15
1204	03/24/2026	Claims	1	48397	Jerrol's	185.98	Office Supplies - label tape, lysol, AAA batteries, packing tape, Bic ballpoint pens
1205	03/24/2026	Claims	1	48398	Kittcom	41,129.45	Fire Dept dispatch services 2nd Qtr 2026; Police Dept 2nd Qtr Dispatch Services
1206	03/24/2026	Claims	1	48399	Kittitas County Auditor	18.00	Lien Release for 704 W 5th Doc #202603090036
1207	03/24/2026	Claims	1	48400	Kittitas County EMS & Trauma Care Council	1,680.00	Annual fees and training
1208	03/24/2026	Claims	1	48401	Kittitas County Solid Waste	30.00	Park garbage
1209	03/24/2026	Claims	1	48402	Kittitas County Treasurer	4,002.60	2026 fire/conservation tax assessments
1210	03/24/2026	Claims	1	48403	Jessica T Korich	259.44	Reimb. Korich/public works boots and CDL permit
1211	03/24/2026	Claims	1	48404	L.N. Curtis and Sons	424.76	Fire Dept handle; Fire Dept bags for air samples
1212	03/24/2026	Claims	1	48405	Lab Test	295.00	Regional Water Lab Test 3/3; Lab tests for sewer 3/3
1213	03/24/2026	Claims	1	48406	Marson & Marson	793.99	Milwaukee 18 Bare Tool Rocket work light, Milwaukee 18 Redlithium Starter kit; Public works - 2 zinc pipe gate hng
1214	03/24/2026	Claims	1	48407	Motor Toys	108.50	Regional water plant soliniod
1215	03/24/2026	Claims	1	48408	Mountain Auto Parts	4,475.25	Fire Dept Acct 2388 -- hammer, Air Filter S521; Police Acct 2387 -- brakes 20-1 Ford interceptor, wiper blades and deicer, oil jen pd, oil filter durango; City/Public Works Acct 2385- 35 alternator an

CHECK REGISTER

City Of Cle Elum

03/11/2026 To: 03/24/2026

Time: 13:13:32 Date: 03/18/2026

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1216	03/24/2026	Claims	1	48409	Northern Kittitas County Tribune	930.45	Business cards Shannon Johnson; 2023 invoice not paid study session discuss goals for city council 2023; 2023 invoice not paid Jan 30 special joint meeting county commissioners senior center; Sealed b
1217	03/24/2026	Claims	1	48410	Northstar Chemical	799.65	Regional water sodium hypochlorite x 200
1218	03/24/2026	Claims	1	48411	Robert F Omans	829.00	Reimb. per diem for training 2026 WABO in Lynnwood/City Administrator
1219	03/24/2026	Claims	1	48412	Procom LLC	156.00	Pre employment drug testing
1220	03/24/2026	Claims	1	48413	Puget Sound Energy	15,008.13	N Oakes Ave to N Peoh Ave - Street lights DOT First and Oakes Grant, COG County .09 Grant
1221	03/24/2026	Claims	1	48414	Jennifer E Rogers	200.00	Police Dept employee reimbursement - First Responder Mental Health & Wellness Conference
1222	03/24/2026	Claims	1	48415	Cody Scriver	1,184.82	Airport lease that was not signed money refunded first check was lost in the mail dated 10/14/2025 reissued
1223	03/24/2026	Claims	1	48416	Suncadia	11,006.00	Capital Reimb Blue Fern/Risewell -- 33/21 Lariat Lane, Permits 2006-003/004, Lots 63/64
1224	03/24/2026	Claims	1	48417	The Fab Shop	1,299.66	Plow angle cylinder and pins
1225	03/24/2026	Claims	1	48418	Timesaver PC	243.97	Parts/battery and labor reload OS and diagnostics
1226	03/24/2026	Claims	1	48419	WA State Dept of Natural Resources	3,454.17	Fire Dept Supplies Wildland
1227	03/24/2026	Claims	1	48420	WA State Dept of Transportation	2,666.61	Police Dept February Fuel
1228	03/24/2026	Claims	1	48421	WA State Secretary of State	750.00	Library Lease Lib Tech Equipment and Internet
1229	03/24/2026	Claims	1	48422	WA State Treasurer	802.27	February court fees remit to state
1230	03/24/2026	Claims	1	48423	Wholesail Network LLC	1,262.25	City internet
1231	03/24/2026	Claims	1	48424	Rachel Workman	350.00	Refund of a Saturday burial service due to a fire. Original check #47651 dated June 10, 2025 was lost in the mail. this is a reissue
1232	03/24/2026	Claims	1	48425	Z&M Enterprise, LLC	1,988.71	WWTP KW Lamps x 4 and wiper rings x 12
						340 Charges For Goods & Services	350.00
						360 Interest & Other Earnings	601.52
						511 Legislative	304.65
						513 Executive	829.00
						514 Financial, Recording & Elections	857.88
						518 Centralized Services	14,190.29
						521 Police Department	43,833.01
						522 Fire Department	21,239.01
						536 Cemetery	3,691.87
						558 Planning & Community Devel	16,691.45
						572 Libraries	2,138.92
						576 Park Facilities	3,123.45
						591 Debt Service - Principal Repayment	24,052.00
						594 Capital Expenditures	12,296.52
						595 Capital Expenditures- Streets	3,677.47
001 Current Expense/General Fund							147,877.04

CHECK REGISTER

City Of Cle Elum

03/11/2026 To: 03/24/2026

Time: 13:13:32 Date: 03/18/2026

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			542 Streets - Maintenance			14,388.05	
			543 Streets Admin & Overhead			2,564.10	
			591 Debt Service - Principal Repayment			160.93	
			595 Capital Expenditures- Streets			41,281.88	
		101 Street Fund				58,394.96	
			521 Police Department			437.35	
		104 Police 3/10's Sales Tax Fund				437.35	
			594 Capital Expenditures			1,478.75	
		106 Tourist/Lodging Tax Fund				1,478.75	
			542 Streets - Maintenance			272.17	
		110 Coal Mine Trail Fund				272.17	
			558 Planning & Community Devel			174,638.67	
		131 Blue Fern DA # 2002-01 CRA 2024-01,03				174,638.67	
			558 Planning & Community Devel			338.00	
		132 Wildwood Ranch DA #2024-001 CRA 2024-02				338.00	
			558 Planning & Community Devel			2,777.80	
		140 Teanaway Court/Hopesource Devel. Fund				2,777.80	
			534 Water Utilities			8,396.32	
		401 Water Fund				8,396.32	
			537 Garbage & Solid Waste			25.06	
		402 Garbage Fund				25.06	
			360 Interest & Other Earnings			1,050.00	
			546 Airports, Port, Terminal			120.82	
		403 Airport Fund				1,170.82	
			534 Water Utilities			16,386.01	
			591 Debt Service - Principal Repayment			14,915.00	
		404 Water Regional Fund				31,301.01	
			534 Water Utilities			2,474.37	
			594 Capital Expenditures			8,294.65	
		406 Water Capital Reserve Fund				10,769.02	
			535 Sewer			11,928.48	
			594 Capital Expenditures			8,248.83	
		409 Sewer Fund				20,177.31	
			535 Sewer			21,978.53	
		410 Sewer Regional Fund				21,978.53	
			594 Capital Expenditures			3,991.50	
		413 Sewer Capital Reserve Fund				3,991.50	
			380 Non Revenues			134.82	
			580 Non Expeditures			802.27	
		699 State Agency Fund 380/580				937.09	

CHECK REGISTER

City Of Cle Elum

Time: 13:13:32 Date: 03/18/2026

03/11/2026 To: 03/24/2026

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
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* Transaction Has Mixed Revenue And Expense Accounts

Claims: ~~484,961.40~~

484,961.40

85.50

+ USBand FFT

\$ 485,046.90

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

Cassidy Buechle-Curtis

Date _____

Steven Harper

Date _____

Audrey Malek

Date _____

[Signature] 3-18-26

- Daily Record 231.⁶⁰

\$484,815.90 Total

City Administrator

Staff Report
(March 23, 2026)

Financial Reports:

Keep in mind these reports for the first two months of the year which means budgetarily we should be at 17%. We continue to monitor the General Fund. While we are still awaiting several revenues expected at the end of the month, we currently estimate that an additional \$100,000 may need to be drawn from the interfund loan. We will know more at the close of the month.

Training Last Week:

Last week, I attended training hosted by the Washington Association of Building Officials. The event was well attended and offered valuable networking opportunities, while also allowing me to earn continuing education credits toward my certifications.

The training that I took focused on advancing understanding of the intent and meaning behind building codes, so it was beneficial.

Building Department Update:

We've issued the first two building permits out at Bullfrog. While I don't usually report on individual permits, this is a significant milestone—the first permits under a development agreement that spans more than 20 years.

Spring Clean-up:

Reminder the spring cleanup next week

2026 BUDGET POSITION TOTALS

City Of Cle Elum

Months: 01 To: 01

Time: 10:58:57 Date: 02/19/2026

Page: 1

Fund	Revenue Budgeted	Received		Expense Budgeted	Spent	
001 Current Expense/General Fund	5,029,486.00	257,757.68	5.1%	5,029,486.00	608,596.18	12%
002 UKC Recreation Center	300,000.00	0.00	0.0%	300,000.00	0.00	0%
101 Street Fund	3,340,593.00	41,122.31	1.2%	3,338,431.25	55,691.20	2%
102 TIB Complete Streets Grant	541,799.00	0.00	0.0%	541,799.00	0.00	0%
104 Police 3/10's Sales Tax Fund	393,850.00	16,700.42	4.2%	353,859.00	21,333.39	6%
106 Tourist/Lodging Tax Fund	204,000.00	9,467.82	4.6%	168,000.00	0.00	0%
110 Coal Mine Trail Fund	9,100.00	0.00	0.0%	4,900.00	0.00	0%
120 Central Cascades/Weis Land CRA :	3,100.00	0.00	0.0%	3,100.00	0.00	0%
124 MVOLLC/Prium CRA 2005-02 Devl	3,060.00	0.00	0.0%	3,450.00	0.00	0%
125 Whispering Pines Devel. Fund	5,000.00	0.00	0.0%	5,000.00	0.00	0%
128 Fowler Creek Trails Deneen Develc	10,000.00	0.00	0.0%	10,000.00	0.00	0%
131 Blue Fern DA # 2002-01 CRA 2024	502,000.00	48,155.80	9.6%	502,000.00	600.00	0%
132 Wildwood Ranch DA #2024-001 C	30,200.00	0.00	0.0%	30,200.00	0.00	0%
140 Teanaway Court/Hopesource Devl	20,020.00	13,388.50	66.9%	20,020.00	0.00	0%
309 REET Excise Tax/Capital Projects Fi	301,000.00	5,794.44	1.9%	655,429.80	0.00	0%
401 Water Fund	1,166,700.00	183,716.17	15.7%	1,248,900.00	78,365.13	6%
402 Garbage Fund	1,158,300.00	99,100.81	8.6%	1,185,103.00	221,201.78	19%
403 Airport Fund	39,400.00	5,598.68	14.2%	26,400.00	3,578.32	14%
404 Water Regional Fund	1,158,000.00	43,060.00	3.7%	1,114,554.79	80,301.08	7%
406 Water Capital Reserve Fund	211,327.84	15,455.91	7.3%	196,327.84	0.00	0%
408 Stormwater Fund	5,000.00	0.00	0.0%	5,000.00	0.00	0%
409 Sewer Fund	1,099,500.00	80,903.26	7.4%	1,246,100.00	63,475.00	5%
410 Sewer Regional Fund	1,160,000.00	53,765.00	4.6%	1,491,567.80	99,004.32	7%
413 Sewer Capital Reserve Fund	247,839.77	258,014.04	104.1%	247,839.77	0.00	0%
630 Pangrazi Memorial Fund	200.00	0.00	0.0%	1,550.00	0.00	0%
699 State Agency Fund 380/580	27,200.00	3,024.72	11.1%	27,200.00	4,902.70	18%
	16,966,675.61	1,135,025.56	6.7%	17,756,218.25	1,237,049.10	7.0%

*** BEGINNING/RESERVE BALANCES ARE NOT INCLUDED IN THE AMOUNTS ABOVE

*** FUND 413 SEWER CAPITAL RESERVE INCLUDES REVENUE FROM THE DOE STORMWATER PLANNING LOAN/GRANT

*** FUND 001 GENERAL FUND INCLUDES \$257,000 INSURANCE AND \$35,000 RAILROAD LEASE EXPENSES

TREASURER'S REPORT

Fund Totals

City Of Cle Elum

Time: 13:04:02 Date: 02/18/2026

01/01/2026 To: 01/31/2026

Page: 1

Fund	Previous Balance	Revenue	Expenditures	Book End Balance	Outstanding Checks	Outstanding Payroll	Outstanding Deposits	Bank Ending Balance
001 Current Expense/General Fund	433,640.35	257,757.68	608,596.18	82,801.85	97,727.56	13.70	-987.50	179,555.61
004 City Heights WCIA Settlement Agreement 2023	-27,782.07	0.00		-27,782.07	1,422.25	0.00	0.00	-26,359.82
101 Street Fund	105,799.23	41,122.31	55,691.20	91,230.34	28,943.59	0.00	-200.00	119,973.93
102 TIB Complete Streets Grant	17,223.69	0.00		17,223.69	231.82	0.00	0.00	17,455.51
104 Police 3/10's Sales Tax Fund	61,871.09	16,700.42	21,333.39	57,238.12	0.00	0.00	-15.00	57,223.12
106 Tourist/Lodging Tax Fund	190,518.57	9,467.82		199,986.39	21,463.50	0.00	0.00	221,449.89
110 Coal Mine Trail Fund	42,297.10	0.00		42,297.10	0.00	0.00	0.00	42,297.10
120 Central Cascades/Weis Land CRA 2009-01 Devel. Fund	5,202.22	0.00		5,202.22	0.00	0.00	0.00	5,202.22
124 MVOLLC/Prium CRA 2005-02 Devel. Fund	3,409.42	0.00		3,409.42	0.00	0.00	0.00	3,409.42
127 City Heights CRA 2020-01 Devel. Fund	-407,301.01	0.00		-407,301.01	0.00	0.00	0.00	-407,301.01
131 Blue Fern DA # 2002-01 CRA 2024-01,03	1,821,054.80	48,155.80	600.00	1,868,610.60	33,472.55	0.00	0.00	1,902,083.15
132 Wildwood Ranch DA #2024-001 CRA 2024-02	4,836.00	0.00		4,836.00	0.00	0.00	0.00	4,836.00
140 Teanaway Court/Hopesource Devel. Fund	4,115.30	13,388.50		17,503.80	6,677.25	0.00	0.00	24,181.05
309 REET Excise Tax/Capital Projects Fund	986,968.82	5,794.44		992,763.26	3,449.93	0.00	-60,127.13	936,086.06
401 Water Fund	431,167.88	183,716.17	78,365.13	536,518.92	16,922.75	0.00	-3,339.30	550,102.37
402 Garbage Fund	161,630.70	99,100.81	221,201.78	39,529.73	98,984.99	0.00	-2,196.74	136,317.98
403 Airport Fund	117,749.58	5,598.68	3,578.32	119,769.94	1,050.00	0.00	0.00	120,819.94
404 Water Regional Fund	1,605,492.76	43,060.00	80,301.08	1,568,251.68	9,361.51	0.00	0.00	1,577,613.19
406 Water Capital Reserve Fund	62,926.26	15,455.91		78,382.17	49,141.78	0.00	-434.03	127,089.92
408 Stormwater Fund	50,459.64	0.00		50,459.64	0.00	0.00	0.00	50,459.64
409 Sewer Fund	980,279.95	80,903.26	63,475.00	997,708.21	8,652.70	0.00	-2,964.06	1,003,396.85
410 Sewer Regional Fund	1,184,213.54	53,765.00	99,004.32	1,138,974.22	333.52	0.00	0.00	1,139,307.74
413 Sewer Capital Reserve Fund	278,229.20	258,014.04		536,243.24	45,859.18	0.00	0.00	582,102.42
630 Pangrazi Memorial Fund	12,627.74	0.00		12,627.74	0.00	0.00	0.00	12,627.74
699 State Agency Fund 380/580	4,698.50	3,024.72	4,902.70	2,820.52	4,965.52	0.00	0.00	7,786.04
	8,131,329.26	1,135,025.56	1,237,049.10	8,029,305.72	428,660.40	13.70	-70,263.76	8,387,716.06

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TREASURER'S REPORT

Account Totals

City Of Cle Elum

01/01/2026 To: 01/31/2026

Time: 13:04:02 Date: 02/18/2026

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Cash Accounts	Beg Balance	Deposits	Withdrawals	Book Ending Bal	Outstanding Rec	Outstanding Exp	Bank Balance
1 Checking 2924	4,385,273.70	1,204,917.71	1,237,397.33	4,352,794.08	-138,368.96	428,674.10	4,643,099.22
8 Cash Drawer City Hall	150.00	0.00	0.00	150.00	0.00	0.00	150.00
9 US Bank	1,135,319.95	42.43	999,167.41	136,194.97	0.00	0.00	136,194.97
10 US Bank Investment	2,484,905.00	999,126.91	1,256.91	3,482,775.00	0.00	0.00	3,482,775.00
11 Xpress Deposit Account	74,915.61	123,694.08	191,983.02	6,626.67	-4,244.72	72,349.92	74,731.87
12 Petty Cash City Hall	100.00	0.00	0.00	100.00	0.00	0.00	100.00
13 Petty Cash Police	100.00	0.00	0.00	100.00	0.00	0.00	100.00
14 Cash Drawer Police	100.00	0.00	0.00	100.00	0.00	0.00	100.00
15 Petty Cash Library	100.00	0.00	0.00	100.00	0.00	0.00	100.00
16 Cash Drawer Library	15.00	0.00	0.00	15.00	0.00	0.00	15.00
17 Police Drug Fund	350.00	0.00	0.00	350.00	0.00	0.00	350.00
18 Umpqua Card Account 9016	50,000.00	0.00	0.00	50,000.00	0.00	0.00	50,000.00
Total Cash:	8,131,329.26	2,327,781.13	2,429,804.67	8,029,305.72	-142,613.68	501,024.02	8,387,716.06
	8,131,329.26	2,327,781.13	2,429,804.67	8,029,305.72	-142,613.68	501,024.02	8,387,716.06

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TREASURER'S REPORT

Signature Page

City Of Cle Elum

01/01/2026 To: 01/31/2026

Time: 13:04:02 Date: 02/18/2026

Page: 3

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

Signed: ROBIN NEWCOMB 2/19/26 Signed: Debbie Lee 2/19/26
Finance Director / Date Clerk/ Date

Council Meetings

Honorable Mayor and council,

- Flock legislation better than expected
 - Can search for: stolen vehicles, missing/endangered persons, misdemeanor and felony warrants, and felony or gross misdemeanor crimes
 - Cannot use for immigration, protected healthcare etc
 - Data not subject to PDR except certain scenarios
 - 21 day max retention
 - Attorney General will put out model policy we will comply
 - Flock has been very proactive and communicative about what they are doing to help safeguard and remain compliant
- Meeting with the victims advocates soon
 - I expect to have them onboard in April
- Roslyn submitted for the public safety tax
 - Went through paperwork with Mayor Adams
 - Just waiting to hear back from CJTC, takes about 45 days
 - I will be going to a 40 hours class for mental health for compliance
- Cops and Bobbers April 18th with spots from 8AM to 12PM
 - At the Ryan Thompson Memorial Park
 - Go to Facebook to sign up
- Drug take back April 18th ~~1200-1600~~ Senior Center ^{1000 - 1400}
 - At the Senior Center
 - Still working on having the shred truck
 - Has become community event with many booths

Cle Elum 1st Qtr Summary

		JAN	FEB	MAR	1st Qtr Total
BOOKINGS					
DUI		1			1
Assault DV			1		1
Assault					0
Felony Arrests		1			1
Other Arrests		1			1
Juvenile Arrest					0
Warrant Arrests		2	2		4
					0
TOTAL MONTHLY BOOKINGS		5	3	0	8
TOTAL 1ST HALF BOOKINGS					8
Citations/Infractions		JAN	FEB	MAR	1st Qtr Total
Traffic Infractions		5	6		11
Non-Traffic Infractions			1		1
Criminal Traffic Citations		2	1		3
Criminal Non- Traffic Citations		8	4		12
DUI Traffic Criminal Citations		1	1		2
Parking Citations					0
MONTHLY CITATION/INFRACTIONS		16	13	0	29

Monthly Report to Cle Elum City Council **1st Qtr**

	Jan '26	Feb '26	March '26	1st Qtr TOTAL
Traffic Stops	34	45		79
DUI	1	1		2
Domestic Violence		1		1
Assault	1			1
assault - Child				0
Suicidal				0
Burglary	1			1
Vio of Order	3	1		4
Mal Misch	3	2		5
Theft	8	3		11
Alarm Calls	6	15		21
Public Assist				
Civil Matter				
Check Welfare	55	23		78
Overdose				0
Kidnapping				0
Homicide				0
Robbery				0
Stab/Gunshot Wound				0
Animal at Large	3	4		7
Animal Problems	8	7		15
Motor Vehicle Collisions	7	8		15
TOTAL CALLS	265	229		494
2025 Total Calls	295	215	291	801

Roslyn 1st Qtr Summary

	JAN	FEB	MAR	1st Qtr Total
BOOKINGS				
DUI		1		1
Assault DV				0
Assault	1			1
Felony Arrests				0
Other Arrests				0
Juvenile Arrest				0
Warrant Arrests				0
				0
TOTAL MONTHLY BOOKINGS	1	1	0	
TOTAL 1Qtr HALF BOOKINGS				2
Citations/Infractions	JAN	FEB	MAR	1st Qtr Total
Traffic Infractions		2		2
Non-Traffic Infractions				0
Criminal Traffic Citations	1			1
Criminal Non- Traffic Citations	3			3
DUI Traffic Criminal Citations		1		1
Parking Citations				0
MONTHLY CITATION/INFRACTIONS	4	3	0	7

Monthly Report to Roslyn City Council

1st Qtr

	Jan '26	Feb '26	March '26	1st Qtr TOTAL
Traffic Stops	5	4		9
DUI		1		1
Domestic Violence				
Assault	1			1
assault - Child				
Suicidal				
Burglary	1			1
Vio of Order				
Mal Misch	1			1
Theft				
Alarm Calls	4	1		5
Public Assist	4	3		7
Overdose				
Kidnapping				
Homicide				
Robbery				
Stab/Gunshot Wound				
Animal at Large	1			1
Animal Problems	1			1
TOTAL CALLS	68	52		120
2025 Total Calls	84	52	85	221

Public Works Council Update

- **PSE Electric Vehicle Charging Stations:** Grand Opening Today March 24 1pm
- **1st Street Revitalization:** On hold till Spring 2026
- **Montgomery Water main replacement:** Watermain replacement completed. Project on hold till spring for asphalt restoration.
- **Sewer main Lining project:** Spot repairs have started and obstructions in sewer mains are being removed in preparation for liner installation.
- **Zone 3 Booster Pump Installation.** Isolations Valves have been installed, Electrical installed, pending pump delivery and installation.
- **Public Works Transitioning to Spring Maintenance:** Crews are focused on seasonal maintenance activities. Park clean up, Pothole repairs, Stormwater, street sweeping, alley grading, Cemetery tree cleanup.
- **Stormwater Plan:** First draft of Stormwater Plan sent to Dept. of Ecology. Working toward establishing Stormwater Utility Fund. Developing Stormwater code language.
- **Spring Clean up:** Brush dump is open Tuesdays and Thursdays for the month of April.
- **Bullfrog Flats**
 - Home construction has started
 - Bullfrog roundabout to start construction this spring

Cle Elum Roslyn High School Prevention Club



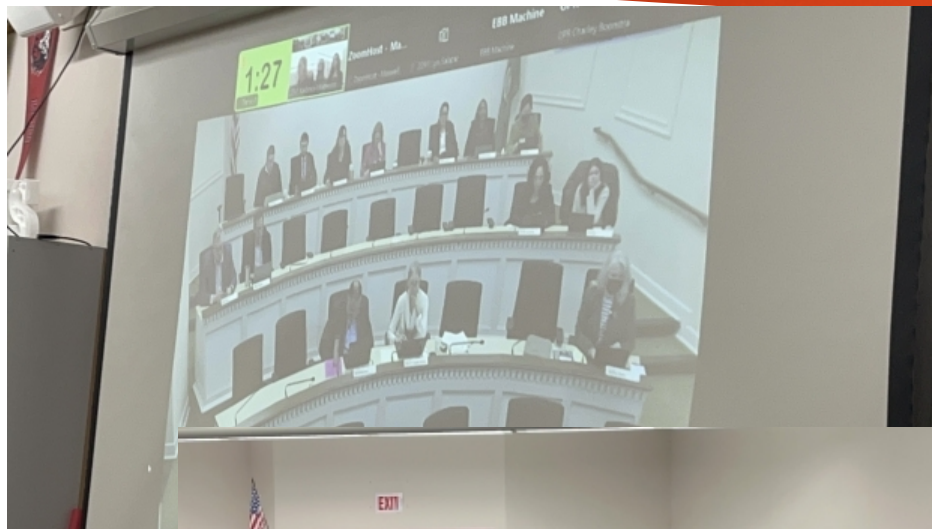
Washington State Legislature Events

2025

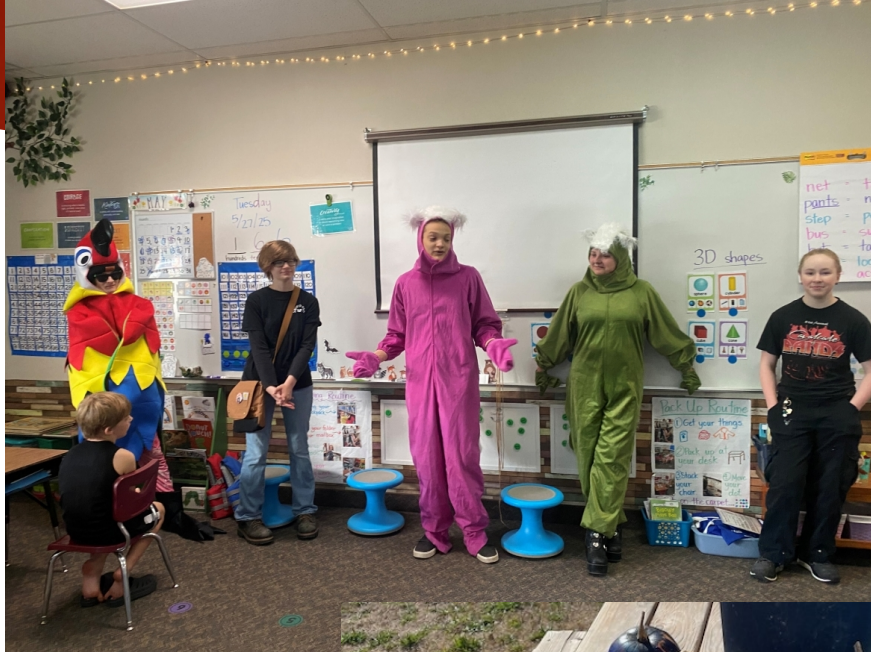


Washington State Legislature Events

2026



Samantha Skunk, Club Events



Tabling events- BLINKO, Crush for a Crush, Substance Use Prevention Education



Cascade Prevention Coalition Key Leader Event – May 2025



Southeastern Regional Youth Summit in Pasco



Snap Shots



Snap Shots



THANK YOU!!!!!!





Upper Kittitas County Community Recreation Center Alliance
3493 Airport Rd
Cle Elum, WA 98922

March 4, 2026

Mayor Matthew Lundh and Cle Elum City Council
119 W. 1st Street
Cle Elum, WA 98922

Honorable Mayor and City Council:

Pursuant to the Agreement for Professional Services Between the City of Cle Elum (the City) and the Upper Kittitas County Community Recreation Center Alliance (UKC CRCA) dated June 14, 2021 and amended on October 24, 2022, we are pleased to report our accomplishments for 2025. The following activities (presented chronologically) were completed or are currently in progress:

- Worked with District 13 Senator Warnick, Representatives Dent and Ybarra, and citizens from upper and lower Kittitas County to promote House Bill 1037 and Senate Bill 5053 proposing an amendment to Washington law to allow for a partial-county Public Facilities District (PFD) for Upper Kittitas County. A PFD would permit the use of sales, lodging, and other taxes to help finance ongoing operations of the community recreation center, in addition to property taxes used to repay construction bonds.
- House Bill 1037 advanced through multiple committees to the House floor; however, the legislative session concluded before the bill could be heard.
- Applied for and were awarded a \$155,000 grant from the Washington Department of Commerce to begin site work and erect signage on the project site.
- Prepared the grant materials that enabled the City of Cle Elum to apply for and receive a \$3.3 million Lodging Tax award commitment from Kittitas County. These funds are designated for construction.
- Initiated collaboration with partners in lower Kittitas County — primarily the City of Ellensburg and their City Manager, Heidi Behrends Cerniway, and the Kittitas County Commissioners — to explore formation of a county-wide Public Facilities District (PFD), as authorized under RCW 36.100. Ellensburg faces the need to replace its nearly 50-year-old municipal pool and a racquet club lost to fire in recent years, creating a shared opportunity for regional investment in recreation facilities.
- The County Commissioners have authorized and funded the state Feasibility Review for forming a Kittitas County Public Facilities District. As currently envisioned, the PFD would levy a voter-approved 0.2% sales tax to partially fund recreation projects in both upper and lower Kittitas County. The Feasibility Review is now in progress.

- Continued periodic Project Committee meetings and ongoing community engagement through group emails, our website (<https://recreationukc.org/>), and social media outreach.

UKC CRCA financial statements and a 2025 transaction register are attached.

We recognize that the City is navigating significant financial challenges at this time. The ongoing bankruptcy proceedings necessarily create some uncertainty regarding long-term security of the 12.2-acre project site. Until the site's status is fully resolved and legally secured, we believe it is prudent to limit expenditures primarily to site-related improvements. We remain committed to working collaboratively with the City as these matters move forward and stand ready to advance the project as soon as circumstances allow.

We value the City of Cle Elum as an essential partner in this effort and remain committed to working together to bring the community recreation center to fruition. Our preliminary goals for 2026 — all of which we intend to refine in collaboration with the City and other regional partners — include:

- Assisting Kittitas County in completing the Feasibility Review for a county-wide Public Facilities District and evaluating, together with participating jurisdictions, whether formation of the PFD is advisable.
- Exploring, in coordination with Kittitas County and the cities and towns of Upper Kittitas County, the potential formation of a voter-approved Upper County Metropolitan Park District (MPD). If pursued, an MPD could issue voter-approved bonds secured by property taxes to construct and operate the facility.
- Working collaboratively with the City and regional partners to evaluate the appropriate timing, structure, and ballot strategy for any proposed voter measures, which could potentially be considered as early as November 2026.
- Finalizing updated capital cost estimates and revising the projected annual operating budget.
- Beginning early planning for a capital campaign to secure or obtain commitments for approximately \$5,000,000 through public and private grants, capital budget requests, and individual donors.

We respectfully request that this report be shared at your next City Council meeting. Alternatively, we would welcome the opportunity to provide an in-person update and discuss next steps together.

Thank you for your continued partnership and shared commitment to expanding recreational opportunities for our community.

Sincerely,



Claire Nicholls
President, UKC CRCA

CC: UKC CRCA Project Committee Members

Attachments:

2025 Statement of Activities and Statement of Position
2025 Transaction Register

CITY OF CLE ELUM
Chief of Police

**AGENDA STAFF
REPORT**

AGENDA DATE: 03/24/26

ACTION REQUESTED: Authorize the Mayor to sign AXON Agreement

BACKGROUND: CEPD has been using Taser technology for at least the 16 years I have been employed. When I started, it was best practice to have a less lethal option for Officers. Today, the State of Washington mandates that Officers are issued tools that give them time, distance, and shielding. The purpose is to de-escalate the situation with as many tools as possible. Tasers have been one of the tools we have used over the years, and we intend to continue using them as a less lethal option.

I applied for a Federal grant to continue our Taser program. I believed this would cover the cost of the entire Taser program. What I did not realize was that it only covered the equipment, and not the support necessary over the subsequent 4 years. Taser provides software warranty and updates, equipment support and replacement, Taser darts for training and live fire exercises etc. While this can be paid in a lump sum, the contract is for 5 total years which is not compliant with the grant.

CEPD would be purchasing the newest Taser technology available. The most exciting new portion CEPD will be purchasing is Virtual Reality Training to go along with the Tasers. VR will allow Officers to experience the most life-like training available to prepare them for the field. There are de-escalation scenarios, shoot/tase/don't shoot scenarios, and more scenarios to come. The cost of the program will begin in 2027 and be \$ \$5,965.22. Even if the police budget is not increased by this amount over the next 4 years, I am willing to money already existing in my capitol equipment fund because I believe in the program and what it offers to our Officers.

RECOMMENDATION: Authorize the Mayor to sign AXON Agreement

ATTACHMENTS:

LEAD STAFF: Chief Rich Albo

 Enhanced With Axon VR Training

Cle Elum Police Department

TASER 10 & Axon VR Program

Proposal

TASER 10 Certification Pro Plan + VR

Program Term

60 Months (2026-2031)

Quote ID

Q-816987-46097JH

Primary Contact

Rich Albo

Scope & Deliverables

- **11 TASER 10 Certification Pro Plan Seats** (60-month term)
- **Integrated Training & Software:** Evidence.com access, on-demand certification, and replacement access for duty cartridges
- **Delivery Mode:** AUTO-GND shipping

Hardware & Training Aids

- **Core Hardware:** 11 TASER 10 Handles (Yellow Class 3R), Safariland Holsters (RH), & Duty/Training Magazines
- **Ammunition Supply:** Ample supply of Live, HALT (Hook-and-Loop Training), and Inert cartridges
- **Infrastructure:** Six-bay TASER dock with wall mount, power cabling, and core unit
- **Accessories:** Targets, frame, cleaning kit, tactical bag, and HALT Suit (V2)

Services & Warranties

- ✓ **Extended Warranties:** Full coverage for handles, batteries, docks, and VR components
- ✓ **Technology Assurance:** TAP refreshes included for VR components

Axon VR Component

Complete immersive training ecosystem fully integrated into the program.

HTC Focus Vision

High-fidelity wireless VR headset

TASER 10 Controller

1:1 replica for realistic skill transfer

Firearm Controllers

Handgun (VR19H) & Rifle (VRM4R)

Tablet & Marker

Instructor tablet + Multi-user room marker

Software Included:

- VR User Access (Full)
- Community Engagement Modules
- TASER 10 Skills Training

TASER 10 Program Benefits

PROGRAM ALIGNMENT

OPTIMAL LIFECYCLE

Enhanced Officer Safety

Create more time and distance with a 45-foot range. The 10-probe capacity provides more opportunities to de-escalate and achieve NMI without reloading.

Improved Field Outcomes

Drastically reduce ineffective deployments caused by misses or clothing disconnects. Advanced accuracy ensures every deployment counts when it matters most.

Comprehensive Readiness

An end-to-end training ecosystem combining immersive VR scenarios, practical drills, and certification ensures officers are confident and policy-compliant.

Connected Efficiency

Seamless integration with Axon network for automatic firmware updates, inventory tracking, and evidence management via the smart dock system.

5-Year Useful Life Recommendation

Axon recommends a 5-year useful life for all TASER energy weapons to ensure optimal field effectiveness and reliability.

Electronic components are adversely affected by use and environmental exposure over time.

5 **60**
YEARS MONTHS

Data-Driven Insights

The TREND program leverages usage data to provide actionable insights, helping agencies refine policy, improve training, and build community trust through transparency.

Why Axon VR for Cle Elum PD



Immersive Scenarios

Realistic, repeatable training environments that go far beyond static slide decks and inconsistent roleplay exercises.



Empathy & De-escalation

First-person perspectives build critical understanding for complex mental health and trauma-informed calls.



Faster Training Cycles

Most modules run in ~15 minutes with quick preload and structured debriefs, maximizing training efficiency.

~15 MIN
MODULES



Measurable Proficiency

Track fundamentals, decision-making, and policy alignment with data-driven performance metrics.



Lower Costs & Downtime

Reduce range time expenses and live cartridge consumption while keeping officers available for patrol.



1:1 Skill Transfer

TASER 10 VR Controller matches the exact weight, balance, and feel of the duty weapon for seamless transition.



Multi-Trainee Capability

Instructors can monitor and guide multiple trainees simultaneously, increasing throughput and team coordination.



Certified Content

IADLEST-certified modules reinforce national best practices and meet critical CIT training requirements.

IADLEST CERTIFIED

Community Engagement Training (CET)

 Extensive Scenario Library Developed with Experts

30+
Scenarios



Mental & Behavioral Health

Autism I & II
Bipolar Disorder IADLEST
Schizophrenia I & II
Alzheimer's Disease
Suicidal Ideation
Officer in Crisis
Veteran PTSI

| Community Interaction

English as a Second Language
Hard of Hearing
Homelessness



Domestic & High-Tension

Domestic Violence I, II, & III
Conflict Management
Critical Incident Stress Management
Officer Assist



Patrol Scenarios

Traffic Stop I & II
Combative Subject Call I & II
Peer Intervention: Noise Complaint
Destruction of Property I



Corrections

Corrections I (Contraband Search)
Corrections II (Monitoring)
Corrections III (Opioid Crisis)
Corrections IV (Manipulation)



Case Law & Substance Use

Interactive Case Law I IADLEST
Interactive Case Law II IADLEST
Substance Use Disorder I
Substance Use Disorder II IADLEST

Case Study: Seattle PD

“Trainees nailed it right off the bat... they were hitting targets quickly and accurately, all the way from zero feet to 45 feet.”



Jim Morgan

TASER Master Instructor, Seattle PD

💡 Implementation Insight:

"Assign a passionate program owner who understands the tech. Educating command staff by putting them in the headset was critical for getting buy-in."

📦 Department-Wide Scale

Deployed **48 Headsets** and **16 TASER 10 VR Controllers**. Axon VR is now mandatory for all officers, covering both Community Engagement and TASER skills.

🧠 Training Efficiency

Replaced ad-hoc roleplay with structured **15-minute modules**. Instructors can supervise multiple trainees simultaneously, significantly reducing downtime.

🎯 Immediate Skill Transfer

Officers new to TASER 10 demonstrated high proficiency in live-fire exercises immediately after VR training, validating the 1:1 controller accuracy.

✅ Strategic Impact

VR training successfully integrated into statewide CIT requirements, enhancing de-escalation capabilities across the entire force.

Investment Summary

60-Month TASER 10 & VR Program

Quote ID: Q-816987-46097JH

Expires: 03/31/2026

Estimated Total (w/ Tax)

\$88,641.80

5-Year Program Term • N30 Payment Terms

\$42,950.65

Total Program Savings



Key Dates

Quote Issued:	03/16/2026
Quote Expiration:	03/31/2026
Est. Contract Start:	06/01/2026
Est. Completion:	05/31/2031



Next Steps



Sign and return by 03/31/2026



807 W 2nd St
Cle Elum, WA 98922-1023



Coordinate initial hardware delivery & VR training



Estimated Payment Schedule

🏠 Year 1	Hardware, VR Kit, Initial Services, Warranties	\$64,780.87
● Year 2	Annual License & Assurance	\$5,965.22
● Year 3	Annual License & Assurance	\$5,965.22
● Year 4	Annual License & Assurance	\$5,965.22
🚩 Year 5	Final Annual Payment	\$5,965.27



ROYAL BANK PLAZA, SOUTH
TOWER, SUITE 3800
TORONTO, ON M5J 2Z4
CANADA

CA.AXON.COM

March 16, 2026

To: Cle Elum Police Department - WA

Re: Sole Source Letter for Axon Enterprise, Inc.'s Energy Weapons in Canada

A sole source justification exists because the following goods and services required to satisfy the agency's needs are only manufactured by Axon Enterprise and are only available for à la cart purchase through the authorized distributor listed below.

TASER Energy Weapon Descriptions

TASER 10 Energy Weapon

- Multi-shot energy weapon
- Detachable magazine holding 10 TASER 10 Cartridges
- 45-foot (13.7-meter) range
- High-efficiency flashlight
- Green LASER sight
- Central Information Display (CID): Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs
- TASER Weapons Dock connected to Axon Evidence (Evidence.com) services
- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TASER Weapons Dock
- Ambidextrous selector switch
- Can be configured by the agency to alert Axon camera systems
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The energy weapon cycle can be stopped by placing the selector switch in the down (SAFE) position.
- Compatible with TASER 10 Cartridges only

TASER 7 Energy Weapon

- Multiple-shot energy weapon
- High-efficiency flashlight
- Close Quarter and Standoff cartridges
- Green LASER and dual red LASERs that adjust for cartridge angle
- Arc switch enables drive-stun with or without a TASER 7 Cartridge installed
- Central Information Display (CID): Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs
- TASER 7 Dock connected to Axon Evidence (Evidence.com) services
- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TASER 7 Dock
- Ambidextrous safety switch
- Can be configured by the agency to alert Axon camera systems



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- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER 7 Cartridges only

X2 Energy Weapon

- Multiple-shot energy weapon
- High efficiency flashlight
- Static dual LASERS (used for target acquisition)
- ARC switch enables drive-stun with or without a Smart Cartridge installed
- Central Information Display (CID): Displays mission-critical data such as remaining battery energy, burst time, operating mode, and user menu to change settings and view data on a yellow-on-black display
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Evidence.com services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately 5 seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM HD AS). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER Smart Cartridges only

X26P Energy Weapon

- High efficiency flashlight
- Red LASER (used for target acquisition)
- Central Information Display (CID): Displays data such as calculated remaining energy, burst time, and notifications
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Evidence.com services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately 5 seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM HD AS). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER standard series cartridges



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Axon Signal Performance Power Magazine (SPPM)

- Battery pack for the X2 and X26P conducted electrical weapons
- Shifting the safety switch from the down (SAFE) to the up (ARMED) positions sends a signal from the SPPM. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

TASER Brand Energy Weapon Model Numbers

1. Energy Weapons:
 - TASER 10 Models: 100390, 100391
 - TASER 10 Inert Device Model 100392
 - TASER 7 Models: 20008, 20009, 20010, and 20011
 - TASER X2 Models: 22002 and 22003
 - TASER X26P Models: 11002 and 11003
2. Optional Extended Warranties for energy weapons:
 - TASER 7 – 4-year extended warranty, item number 20040
 - X2 - 4-year extended warranty, item number 22014
 - X26P - 2-year extended warranty, item number 11008
 - X26P - 4-year extended warranty, item number 11004
3. TASER 10 Magazines
 - TASER 10 live duty magazine (black), item number 100393
 - TASER 10 Hook and Loop Training (HALT) magazine (blue), item number 100394
 - TASER 10 live training magazine (purple), item number 100395
 - TASER 10 inert training magazine (red), item number 100396
4. TASER 10 Cartridges (compatible with the TASER 10, required for this energy weapon to function in the probe deployment mode)
 - TASER 10 live cartridge, item number 100399
 - TASER 10 HALT cartridge, item number 10400
 - TASER 10 inert cartridge, item number 100401
5. TASER 7 Cartridges (compatible with the TASER 7; required for this energy weapon to function in the probe deployment mode)
 - Standoff cartridge, 3.5 degrees, Model 22175
 - Close Quarter cartridge, 12 degrees, Model 22176
 - Hook and Loop Training (HALT) cartridge, 3.5 degrees, Model 22177
 - Hook and Loop Training (HALT) cartridge, 12 degrees, Model 22178
 - Inert cartridge, 3.5 degrees, Model 22179
 - Inert cartridge, 12 degrees, Model 22181
6. TASER standard cartridges (compatible with the X26P; required for this energy weapon to function in the probe deployment mode):
 - 15-foot Model: 22188
 - 21-foot Model: 22189
 - 21-foot non-conductive Model: 44205



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- 25-foot Model: 22190
- 7. TASER Smart Cartridges (compatible with the X2; required for this energy weapon to function in the probe deployment mode):
 - 15-foot Model: 22184
 - 25-foot Model: 22185
 - 25-foot inert simulation Model: 22155
 - 25-foot non-conductive Model: 22157
- 8. Power Modules (Battery Packs) for TASER 7 energy weapons:
 - Tactical battery pack Model 22018
 - Compact battery pack Model 22019
- 9. TASER CAM HD recorder Model: 26810 (full HD video and audio) and TASER CAM HD with AS (automatic shut-down feature) Model: 26820. The TASER CAM HD is compatible with both the X26P and X2 energy weapons.
 - TASER CAM HD replacement battery Model: 26764
 - TASER CAM HD Download Kit Model: 26762
 - TASER CAM HD optional 4-year extended warranty, item number 26763
- 10. Power Modules (Battery Packs) for X26P and X2 energy weapons:
 - Performance Power Magazine (PPM) Model: 22010
 - Tactical Performance Power Magazine (TPPM) Model: 22012
 - Automatic Shut-Down Performance Power Magazine (APPM) Model: 22011
 - eXtended Performance Power Magazine (XPPM) Model: 11010
 - eXtended Automatic Shut-Down Performance Power Magazine (XAPPM) Model: 11015
 - Axon Signal Performance Power Magazine (SPPM) Model: 70116
- 11. TASER 7 Dock:
 - TASER 7 Dock Core and Multi-bay Module: 74200
 - TASER 7 Dock Core and Single-bay Module: 74201
 - TASER 7 Dock Single Bay Dataport: 74208
- 12. TASER Dataport Download Kits:
 - Dataport Download Kit for the X2 and X26P Model: 22013
- 13. TASER Blast Door Repair Kit Model 44019 and TASER Blast Door Replenishment Kit Model 44023
- 14. Energy Weapon Holsters and Accessories:
 - Safariland holster MOLLE adapter with MLS16 fork, Model: 20186
 - Safariland standard cartridge carrier belt loop Model: 20291
 - Safariland thigh rig mount Model: 20292
 - Safariland Belt Clip, Model: 20293
 - Safariland 3" (7.6 cm) belt loop, Model: 100114
 - Safariland 6005-11 quick release leg strap, Model: 100117



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- Safariland quick locking system kit, QLS19 and QLS22, Model: 100403
- Safariland QLS 19 fork, Model: 100470
- Safariland QLS Receiver Plate, Model: 100471
- Safariland single strap thigh rig with single strap quick release 6005-110 Model:100559
- Right-hand Safariland hood guard – self-locking system model 6000 Model: 100808
- Left-hand Safariland hood guard – self-locking system model 6000 Model: 100810
- Right-hand TASER 7 holster by Safariland Model: 20063
- Left-hand TASER 7 holster by Safariland Model: 20068
- Right-hand TASER 7 holster by Safariland with 3" (7.6 cm) belt loop Model: 100115
- Left-hand TASER 7 holster by Safariland with 3" (7.6 cm) belt loop Model: 100116
- Right-hand TASER 7 holster by Safariland with yellow hood, QLS19 and QLS22, Model 100328
- Right-hand X2 holster by Safariland, STX basketweave, Model: 22502
- Left-hand X2 holster by Safariland, STX basketweave, Model: 22505
- Right-hand X2 holster by Safariland, SAFARISEVEN, Model: 22507
- Left-hand X2 holster by Safariland, SAFARISEVEN, Model: 22508
- Right-hand X26P holster by Safariland, basketweave, Model: 11502
- Left-hand X26P holster by Safariland, basketweave, Model: 11505
- Right-hand X26P holster, Safariland, SAFARISEVEN, Model: 22510
- Left-hand X26P holster, Safariland, SAFARISEVEN, Model: 22511
- Right-hand X26P holster by Safariland, QLS with MOLLE, Model: 22512
- Left-hand X26P holster by Safariland, QLS with MOLLE, Model: 22513
- Right-hand TASER 7 holster with cartridge carrier by Safariland Model: 20160
- Left-hand TASER 7 holster by with cartridge carrier by Safariland Model: 20161
- Right-hand X2 holster by BLACKHAWK Model: 22501
- Left-hand X2 holster by BLACKHAWK Model: 22504
- Right-hand X26P holster by BLACKHAWK Model: 11501
- Left-hand X26P holster by BLACKHAWK Model: 11504

15. TASER Simulation Suit II Model 44550

16. HALT Suit Model: 20050

17. TASER 7 conductive target Model: 80087

18. TASER 7 Target Frame Model: 80090

SOLE AUTHORIZED DISTRIBUTOR FOR TASER BRAND ENERGY WEAPON PRODUCTS	SOLE AUTHORIZED REPAIR FACILITY FOR TASER BRAND ENERGY WEAPON PRODUCTS
M.D. Charlton Company Ltd Unit E-2200 Keating X Road Saanichton, BC V8M 2A6 Canada	M.D. Charlton Company Ltd Unit E-2200 Keating X Road Saanichton, BC V8M 2A6 Canada



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Please contact your local Axon authorized distributor or call us at 1-800-978-2737 with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Josh Isner', written in a cursive style.

Josh Isner
President
Axon Public Safety Canada, Inc.

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Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-816987-46097JH

Issued: 03/16/2026

Quote Expiration: 03/31/2026

Estimated Contract Start Date: 06/01/2026

Account Number: 151343

Payment Terms: N30

Mode of Delivery: AUTO-GND

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO
Cle Elum Police Dept. - WA 807 W 2nd St Cle Elum, WA 98922-1023 USA	Cle Elum Police Dept. - WA 807 W 2nd St Cle Elum WA 98922-1023 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
John Hunt Phone: Email: jhunt@axon.com Fax:	Rich Albo Phone: 5096742991 Email: ralbo@cleelum.gov Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$81,697.40
ESTIMATED TOTAL W/ TAX	\$88,641.80

Discount Summary

Average Savings Per Year	\$8,590.13
TOTAL SAVINGS	\$42,950.65

Payment Summary

Date	Subtotal	Tax	Total
May 2026	\$59,705.84	\$5,075.03	\$64,780.87
May 2027	\$5,497.89	\$467.33	\$5,965.22
May 2028	\$5,497.89	\$467.33	\$5,965.22
May 2029	\$5,497.89	\$467.33	\$5,965.22
May 2030	\$5,497.89	\$467.38	\$5,965.27
Total	\$81,697.40	\$6,944.40	\$88,641.80

Quote Unbundled Price:	\$123,210.13
Quote List Price:	\$88,738.33
Quote Subtotal:	\$81,697.40

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
C00031	TASER 10 CERTIFICATION PRO PLAN	11	60	\$160.56	\$108.33	\$97.49	\$64,343.40	\$5,469.27	\$69,812.67
A la Carte Hardware									
101611	AXON VR - CONTROLLER - RIFLE VRM4R	1			\$5,499.00	\$5,499.00	\$5,499.00	\$467.42	\$5,966.42
V00021	VR HARDWARE KIT	1			\$7,406.65	\$7,520.12	\$7,520.12	\$639.25	\$8,159.37
A la Carte Warranties									
102331	AXON VR - EXT WARRANTY - RIFLE CONTROLLER	1	48		\$90.31	\$90.31	\$4,334.88	\$368.46	\$4,703.34
Total							\$81,697.40	\$6,944.40	\$88,641.80

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
TASER 10 CERTIFICATION PRO PLAN	100122	AXON VR - HEADSET - BATTERY	1	1	05/01/2026
TASER 10 CERTIFICATION PRO PLAN	100126	AXON VR - TACTICAL BAG	1	1	05/01/2026
TASER 10 CERTIFICATION PRO PLAN	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	11	2	05/01/2026
TASER 10 CERTIFICATION PRO PLAN	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	1	05/01/2026
TASER 10 CERTIFICATION PRO PLAN	100396	AXON TASER 10 - MAGAZINE - INERT RED	11	1	05/01/2026
TASER 10 CERTIFICATION PRO PLAN	100399	AXON TASER 10 - CARTRIDGE - LIVE	220	1	05/01/2026
TASER 10 CERTIFICATION PRO PLAN	100400	AXON TASER 10 - CARTRIDGE - HALT	110	1	05/01/2026
TASER 10 CERTIFICATION PRO PLAN	100401	AXON TASER 10 - CARTRIDGE - INERT	110	1	05/01/2026
TASER 10 CERTIFICATION PRO PLAN	100591	AXON TASER - CLEANING KIT	1	1	05/01/2026
TASER 10 CERTIFICATION PRO PLAN	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	11	1	05/01/2026
TASER 10 CERTIFICATION PRO PLAN	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	1	1	05/01/2026
TASER 10 CERTIFICATION PRO PLAN	100748	AXON VR - CONTROLLER - TASER 10	1	1	05/01/2026
TASER 10 CERTIFICATION PRO PLAN	100832	AXON VR - CONTROLLER - HANDGUN VR19H	1	1	05/01/2026
TASER 10 CERTIFICATION PRO PLAN	101294	AXON VR - TABLET	1	1	05/01/2026
TASER 10 CERTIFICATION PRO PLAN	101300	AXON VR - TABLET CASE	1	1	05/01/2026
TASER 10 CERTIFICATION PRO PLAN	101455	AXON TASER 10 - REPLACEMENT TOOL KIT - INTERPOSER BUCKET	1	1	05/01/2026
TASER 10 CERTIFICATION PRO PLAN	101456	AXON TASER 10 - REPLACEMENT INTERPOSER BUCKET	1	1	05/01/2026
TASER 10 CERTIFICATION PRO PLAN	101751	AXON VR - HEADSET - HTC FOCUS VISION	1	1	05/01/2026
TASER 10 CERTIFICATION PRO PLAN	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	11	1	05/01/2026
TASER 10 CERTIFICATION PRO PLAN	101757	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE V2	11	1	05/01/2026
TASER 10 CERTIFICATION PRO PLAN	102186	AXON TASER 10 - COMMAND BOX	1	1	05/01/2026
TASER 10 CERTIFICATION PRO PLAN	102389	AXON VR - MULTI-USER ROOM MARKER	2	1	05/01/2026
TASER 10 CERTIFICATION PRO PLAN	20018	AXON TASER - BATTERY PACK - TACTICAL	11	1	05/01/2026
TASER 10 CERTIFICATION PRO PLAN	20018	AXON TASER - BATTERY PACK - TACTICAL	2	1	05/01/2026

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
TASER 10 CERTIFICATION PRO PLAN	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	05/01/2026
TASER 10 CERTIFICATION PRO PLAN	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	05/01/2026
TASER 10 CERTIFICATION PRO PLAN	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	05/01/2026
TASER 10 CERTIFICATION PRO PLAN	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	05/01/2026
TASER 10 CERTIFICATION PRO PLAN	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	05/01/2026
VR HARDWARE KIT	100126	AXON VR - TACTICAL BAG	1	1	06/01/2026
VR HARDWARE KIT	100748	AXON VR - CONTROLLER - TASER 10	1	1	06/01/2026
VR HARDWARE KIT	100832	AXON VR - CONTROLLER - HANDGUN VR19H	1	1	06/01/2026
VR HARDWARE KIT	101122	AXON VR - HOLSTER - T10 SAFARILAND GRAY - RH	1	1	06/01/2026
VR HARDWARE KIT	101294	AXON VR - TABLET	1	1	06/01/2026
VR HARDWARE KIT	101300	AXON VR - TABLET CASE	1	1	06/01/2026
VR HARDWARE KIT	101751	AXON VR - HEADSET - HTC FOCUS VISION	1	1	06/01/2026
A la Carte	101611	AXON VR - CONTROLLER - RIFLE VRM4R	1	1	06/01/2026
TASER 10 CERTIFICATION PRO PLAN	100400	AXON TASER 10 - CARTRIDGE - HALT	90	1	05/01/2027
TASER 10 CERTIFICATION PRO PLAN	100400	AXON TASER 10 - CARTRIDGE - HALT	90	1	05/01/2028
TASER 10 CERTIFICATION PRO PLAN	100210	AXON VR - TAP REFRESH 1 - TABLET	1	1	11/01/2028
TASER 10 CERTIFICATION PRO PLAN	101009	AXON VR - TAP REFRESH 1 - HANDGUN CONTROLLER	1	1	11/01/2028
TASER 10 CERTIFICATION PRO PLAN	101012	AXON VR - TAP REFRESH 1 - TASER CONTROLLER	1	1	11/01/2028
TASER 10 CERTIFICATION PRO PLAN	20373	AXON VR - TAP REFRESH 1 - HEADSET	1	1	11/01/2028
TASER 10 CERTIFICATION PRO PLAN	100400	AXON TASER 10 - CARTRIDGE - HALT	90	1	05/01/2029
TASER 10 CERTIFICATION PRO PLAN	100400	AXON TASER 10 - CARTRIDGE - HALT	90	1	05/01/2030

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
TASER 10 CERTIFICATION PRO PLAN	101180	AXON TASER - DATA SCIENCE PROGRAM	11	06/01/2026	05/31/2031
TASER 10 CERTIFICATION PRO PLAN	20248	AXON TASER - EVIDENCE.COM LICENSE	1	06/01/2026	05/31/2031
TASER 10 CERTIFICATION PRO PLAN	20248	AXON TASER - EVIDENCE.COM LICENSE	11	06/01/2026	05/31/2031
TASER 10 CERTIFICATION PRO PLAN	20370	AXON VR - USER ACCESS - FULL VR	11	06/01/2026	05/31/2031

Services

Bundle	Item	Description	QTY
TASER 10 CERTIFICATION PRO PLAN	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	11
TASER 10 CERTIFICATION PRO PLAN	101193	AXON TASER - ON DEMAND CERTIFICATION	11

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
TASER 10 CERTIFICATION PRO PLAN	100197	AXON VR - EXT WARRANTY - HEADSET	1	05/01/2027	05/31/2031
TASER 10 CERTIFICATION PRO PLAN	100213	AXON VR - EXT WARRANTY - TABLET	1	05/01/2027	05/31/2031
TASER 10 CERTIFICATION PRO PLAN	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	11	05/01/2027	05/31/2031
TASER 10 CERTIFICATION PRO PLAN	101007	AXON VR - EXT WARRANTY - TASER CONTROLLER	1	05/01/2027	05/31/2031
TASER 10 CERTIFICATION PRO PLAN	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	1	05/01/2027	05/31/2031
TASER 10 CERTIFICATION PRO PLAN	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	2	05/01/2027	05/31/2031
TASER 10 CERTIFICATION PRO PLAN	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	11	05/01/2027	05/31/2031
TASER 10 CERTIFICATION PRO PLAN	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	05/01/2027	05/31/2031
VR HARDWARE KIT	100197	AXON VR - EXT WARRANTY - HEADSET	1	06/01/2027	05/31/2031
VR HARDWARE KIT	100213	AXON VR - EXT WARRANTY - TABLET	1	06/01/2027	05/31/2031
VR HARDWARE KIT	101007	AXON VR - EXT WARRANTY - TASER CONTROLLER	1	06/01/2027	05/31/2031

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
VR HARDWARE KIT	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	1	06/01/2027	05/31/2031
A la Carte	102331	AXON VR - EXT WARRANTY - RIFLE CONTROLLER	1	06/01/2027	05/31/2031

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	807 W 2nd St	Cle Elum	WA	98922-1023	USA
2	807 W 2nd St	Cle Elum	WA	98922-1023	USA

Payment Details

May 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	C00031	TASER 10 CERTIFICATION PRO PLAN	11	\$5,497.88	\$467.33	\$5,965.21
Upfront	101611	AXON VR - CONTROLLER - RIFLE VRM4R	1	\$5,499.00	\$467.42	\$5,966.42
Upfront	102331	AXON VR - EXT WARRANTY - RIFLE CONTROLLER	1	\$4,334.88	\$368.46	\$4,703.34
Upfront	C00031	TASER 10 CERTIFICATION PRO PLAN	11	\$36,853.96	\$3,132.57	\$39,986.53
Upfront	V00021	VR HARDWARE KIT	1	\$7,520.12	\$639.25	\$8,159.37
Total				\$59,705.84	\$5,075.03	\$64,780.87

Jun 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	C00031	TASER 10 CERTIFICATION PRO PLAN	11	\$0.00	\$0.00	\$0.00
Total				\$0.00	\$0.00	\$0.00

May 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	C00031	TASER 10 CERTIFICATION PRO PLAN	11	\$5,497.89	\$467.33	\$5,965.22
Total				\$5,497.89	\$467.33	\$5,965.22

May 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	C00031	TASER 10 CERTIFICATION PRO PLAN	11	\$5,497.89	\$467.33	\$5,965.22
Total				\$5,497.89	\$467.33	\$5,965.22

May 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	C00031	TASER 10 CERTIFICATION PRO PLAN	11	\$5,497.89	\$467.33	\$5,965.22
Total				\$5,497.89	\$467.33	\$5,965.22

May 2030

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 5	C00031	TASER 10 CERTIFICATION PRO PLAN	11	\$5,497.89	\$467.38	\$5,965.27
Total				\$5,497.89	\$467.38	\$5,965.27

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Rewrite Estimates

Estimated Amounts and Contract Terminations. Any amounts stated as due under existing or terminated contracts — including contract transfer balances carried forward to new or pending contracts — are estimates based on payments received as of the calculation date. These estimates may be adjusted if new contracts are not executed on the anticipated dates or if expected payments are not made.

Refresh Shipment Timing

Technology Assurance Plan (TAP) Refresh Prior to Renewal. For Customers with expiring agreements that include TAP refresh rights, Axon may, in its discretion, ship refresh hardware under the existing contract while renewal or replacement agreements are in progress. Any such shipments will be deemed made under the terms of the existing contract until the new contract is fully executed, after which any applicable updates, fees, or adjustments will apply.

Shipment Timing

Shipment Variance. Estimated shipment dates are provided for planning purposes only and are not guarantees. Axon may ship hardware before or after the estimated shipment date, and failure to meet an estimated shipment date will not, by itself, constitute a breach, provided Axon uses commercially reasonable efforts to meet estimated shipment dates.

Signature

Date Signed

3/16/2026



CITY OF CLE ELUM
Planning Department

**AGENDA STAFF
REPORT**

AGENDA DATE:	<i>March 24, 2026</i>
ACTION REQUESTED:	<i>First Reading of Inland Cellular LLC Franchise Agreement Ordinance 1724</i>
BACKGROUND:	<i>On June 23, 2025, the City received a formal request from Inland Cellular, LLC expressing interest in obtaining an official franchise agreement to provide telecommunications services within city limits. Following the initial submission, the City requested additional information in July 2025 to clarify aspects of the proposal. The city provided a draft ordinance in August 2025 for Inland's review after receiving requested information.</i> <i>Since that time, the draft ordinance has undergone multiple rounds of review and negotiation with City legal staff to ensure compliance with applicable regulations and to address various operational and contractual considerations.</i> <i>The ordinance before Council today reflects the outcome of these negotiations and represents the City's recommended framework for granting the franchise to Inland Cellular.</i>
INTERACTION:	<i>Negotiations were conducted by City Legal on behalf of the City</i>
RECOMMENDATION:	<i>To approve at the second reading of proposed ordinance on April 14, 2026; adoption</i>
HANDLING:	<i>City Clerk, Council</i>
ATTACHMENTS:	<i>Ordinance 1724, Inland Cellular, LLC Franchise Agreement</i>
LEAD STAFF:	<i>Colleda Monick, Senior Planner, HLA</i>

ORDINANCE NO. 1724

AN ORDINANCE OF THE CITY COUNCIL OF CLE ELUM, WASHINGTON, GRANTING TO INLAND CELLULAR LLC DBA "INLAND CELLULAR" A WASHINGTON LIMITED LIABILITY COMPANY, A NON-EXCLUSIVE FRANCHISE TO OPERATE AND MAINTAIN A TELECOMMUNICATIONS NETWORK WITHIN THE CITY OF CLE ELUM, WASHINGTON, AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, Inland Cellular, LLC is a Washington limited liability company (hereinafter "Grantee") has applied to the City of Cle Elum ("City") for a non-exclusive Franchise for the right of entry, use, and occupation of public Right(s)-of-Way within the City, to install, construct, erect, operate, maintain, repair, relocate and remove its facilities in, on, over, under, along and across those Right(s)-of-Way; and

WHEREAS, Grantee has requested that the City Council grant a non-exclusive franchise for the purposes of operating and maintaining a telecommunications system; and

WHEREAS, the City Council has the authority to grant franchises for the use of its streets and other public properties pursuant to RCW 35A.47.040; and

WHEREAS, the City is willing to grant the rights requested by Grantee subject to certain terms and conditions, which are acceptable to both parties; and

WHEREAS, the City desires to enter into a franchise for the construction, operation and maintenance of a telecommunications system with Grantee on the terms and conditions set forth herein; and

WHEREAS, the City Council considered Grantee's request for a Franchise at regular meetings held on March 24, 2026, and April 14, 2026, at which times representatives of Grantee and members of the public were afforded the opportunity to provide comment; and

WHEREAS, from information presented at such meetings, and from facts and circumstances developed or discovered through independent study and investigation, the City Council now deems it appropriate and in the best interest of the City and its inhabitants that the Franchise be granted to Grantee;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CLE ELUM, WASHINGTON, DOES ORDAIN as follows:

Section 1. Definitions

When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Words not defined herein shall be given their common and ordinary meaning. The word “shall” is always mandatory and not merely directory.

“Affiliate,” when used in connection with Grantee, means any person who owns or controls, is owned or controlled by, or is under common ownership or control with Grantee.

“Customer” means a person or user of the Telecommunications System who lawfully receives services therefrom with Grantee’s express permission.

“Emergency” means a condition of imminent danger to the health, safety or welfare of persons or property located within the City.

“FCC” means the Federal Communications Commission or successor governmental entity thereto.

“Franchise Area” shall mean the present physical boundaries of the City, and any additions thereto by annexation or other legal means.

“Information Service” means the offering of a capability for generating, acquiring, storing, transforming, processing, retrieving, utilizing, or making available information via telecommunications, and includes electronic publishing, but does not include any use of any such capabilities for the management, control, or operation of a telecommunications system or the management of a telecommunications service (as provided in 47 U.S.C. Section 153(24)).

“Maintenance” or “Maintain” shall mean examining, testing, inspecting, repairing, maintaining and replacing Grantee’s facilities or any part thereof as required and necessary for safe operation.

“Microtrenching” means a technique for installing conduit to house fiberoptic cable, utilizing a shallower and narrower cut, up to 2” wide with a depth up to 16”.

“Person” means any natural person or any association, firm, partnership, joint venture, corporation, limited liability company or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the City.

“Relocation” means permanent movement of Grantee’s facilities required by the City, and not temporary or incidental movement of such facilities.

“Right-of-Way” shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, drive, circle or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or easements dedicated for compatible uses. Right-of-Way shall also mean any easement now or hereafter held by the City within the Franchise Area for the purpose of public travel, or for utility or public service use and shall include other easements or rights-of-way as shall within their proper use and meaning entitle Grantee to the use thereof for the purposes of installing, operating, and maintaining Grantee’s Telecommunications System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, attachments, and other property as may be ordinarily necessary and appurtenant to the Telecommunications System.

“State” means the State of Washington.

“Telecommunications” means the transmission, between or among points specified by the user, of information of the user’s choosing, without change in the form or content of the information as sent and received (as provided in 47 U.S.C. Section 153(50)).

“Telecommunications network” means the infrastructure owned by Grantee utilizing one or more facilities located within the City’s rights-of-way, including but not limited to, lines, poles, anchors, wires cables, fiber, conduit, laterals and other appurtenances necessary and convenient to the provision of access to the internet and telecommunications service.”

“Telecommunications Service” means the offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used (as provided in 47 U.S.C. Section 153(53)).

“Telecommunications System” means the facilities used to offer Telecommunications Services or Information Services to the public.

Section 2. Grant of Right to Use Right(s)-of-Way

A. Subject to the terms and conditions stated herein, the City grants to Grantee permission to enter, use, and occupy the Right(s)-of-Way throughout the Franchise Area.

B. Grantee is authorized to install, construct, erect, operate, maintain, upgrade, relocate, remove and repair facilities and equipment, and all necessary appurtenances thereto for its Telecommunications System to provide Telecommunications and Information Services in, along, under and across the Right(s)-of-Way in the Franchise Area.

C. This Franchise does not authorize the use of the Franchise Area for any facilities or services, other than Grantee’s facilities and services, and it extends no rights

or privilege relative to any facilities or services of any type, including Grantee's facilities and services, on public or private property elsewhere within the City.

D. This Franchise is non-exclusive and does not prohibit the City from entering into other agreements, including franchises, impacting the Franchise Area, unless the City determines that entering into such agreements interferes with Grantee's rights set forth herein.

E. This Franchise does not waive any rights that the City has or may hereafter acquire with respect to the Franchise Area or any other City streets or Rights-of-Way or any portions thereof. This Franchise shall be subject to the power of eminent domain, and in any proceeding under eminent domain, Grantee acknowledges its use of the Franchise Area shall have no value.

F. The City reserves the right to change, regrade, relocate, abandon, or vacate any Right-of-Way within the Franchise Area.

G. Grantee agrees that its use of the Franchise Area shall at all times be subordinate to and subject to the City and the public's need for municipal infrastructure, travel, and access in the Franchise Area. If, at any time during the term of this Franchise, the City vacates any portion of the Franchise Area containing Grantee facilities, the City shall reserve an easement for public utilities within that vacated portion, pursuant to RCW 35.79.030, within which Grantee may continue to operate any existing Telecommunications System of Grantee under the terms of this Franchise.

H. This Franchise shall not be interpreted to prevent the City from imposing additional lawful conditions, including compensation conditions for use of the Right-of-Way, should Grantee provide cable services, as defined under federal law.

I. This Franchise is intended to convey limited rights and interests in the Right-of-Way. It is not a warranty of title or interest in any Right-of-Way; it does not provide Grantee with any interest in any particular location within the Right-of-Way; and it does not confer rights other than as expressly provided in the grant hereof.

J. No rights shall pass to Grantee by implication. Without limiting the foregoing, by way of example and not limitation, this Franchise shall not include or be a substitute for:

1. Any other permit or authorization required for the privilege of transacting and carrying on a business within the City that may be required by the ordinances and laws of the City;

2. Any permit, agreement, or authorization required by the City for Right-of-Way users in connection with operations on or in the Right-of-Way or public property including, by way of example and not limitation, street cut permits; or

3. Any permits or agreements for occupying any other property of the City or private entities to which access is not specifically granted by this Franchise including, without limitation, permits and agreements for placing devices on poles, in conduits or in or on other structures.

Section 3. Term of Agreement

A. This Franchise, unless sooner terminated or extended, shall run for a period of ten (10) years, starting from the effective date of this Ordinance.

B. Renewal Option of Term. Grantee may renew this Franchise for an additional ten (10) year period upon submission and approval of the application for such renewal by the City and subject to any modifications of the Franchise at that time. Any materials submitted by Grantee for a previous application may be considered by the City in reviewing a current application, and Grantee shall only submit those materials deemed necessary by the City to address changes in Grantee's facilities or services, or to reflect mutually agreeable modifications to the Franchise.

C. Failure to Renew Franchise – Automatic Extension. If the parties fail to formally renew this Franchise prior to the expiration of its term, the Franchise automatically continues month to month until renewed or until either party gives written notice at least one hundred eighty (180) days in advance of its intent not to renew the Franchise to the other party.

Section 4. Acceptance of Franchise

A. This Franchise, and any rights granted hereunder, shall not become effective for any purpose unless and until Grantee files with the City Clerk (1) the Statement of Acceptance, attached hereto as Exhibit "A," and incorporated herein by reference, and (2) all verifications of insurance coverage and the financial guarantees specified in this Franchise.

B. Should Grantee fail to file the Franchise acceptance with the City Clerk within thirty (30) days after the effective date of the ordinance approving the Franchise, the City's grant of the Franchise will be voidable at the discretion of the City.

Section 5. Tax Liability and Records

A. Tax Liability. Grantee shall pay any and all taxes or other levies or assessments which are now or hereafter required to be paid by businesses in general by any law of the City, the State or the United States including, without limitation, sales, use and other taxes, business license fees or other payments.

B. Financial Records. Grantee agrees to meet with a representative of the City upon request to review Grantee's methodology of record-keeping and other procedures, the understanding of which are reasonably necessary for reviewing reports and records that are required by this Franchise.

Section 6. Construction and Maintenance

A. The City may inspect the manner of Grantee's work and require remedies as may be necessary to ensure compliance with applicable rules, ordinances and regulations of the City. All lines, cables, fibers and conduits laid or installed under this Franchise shall be so located and placed as not to obstruct or interfere with any water pipes, drains, sewers or other structures or utilities already installed, and all such facilities shall be installed subject to the reasonable approval of the Public Works Director or his/her designee. Notwithstanding the foregoing, Grantee shall not be obligated to obtain a permit to perform emergency repairs but shall acquire one at its expense as soon as practicable thereafter.

B. To the extent consistent with any permit issued by the City, all facilities shall be located so as to cause minimum interference with the Right-of-Way and shall be constructed, installed, maintained, renovated or replaced in accordance with applicable rules, ordinances and regulations of the City, as they may be amended from time to time as consistent with construction standards generally accepted within the industry.

C. Grantee shall, at all times, employ professional care and shall install and maintain and use industry-standard methods for preventing failures and accidents that are likely to cause damage, injuries, or nuisances to the public. All structures and all lines, equipment, and connections in, over, under, and upon the Right-of-Way, wherever situated or located, shall at all times be kept and maintained in a safe condition. Grantee shall comply with all federal, State, and municipal safety requirements, rules, regulations, laws, and practices, and employ all necessary devices as required by applicable law during the construction, operation, maintenance, upgrade, repair, or removal of its facilities. Additionally, Grantee shall keep its facilities free of debris and anything of a dangerous, noxious, or offensive nature (for example, graffiti) or which would create a hazard or undue vibration, heat, noise, or any interference with municipal services. By way of illustration and not limitation, Grantee shall also comply with the applicable provisions of the National Electrical Code, National Electrical Safety Code, FCC regulations, and Occupational Safety and Health Administration (OSHA) Standards. Upon reasonable notice to Grantee, the City reserves the right to inspect the facilities to evaluate if they are constructed and maintained in a safe condition.

D. Grantee, at its own expense shall repair and replace any paving or surface disturbed by Grantee or its contractors, in accordance with the City's standard specifications for street construction subject to the reasonable approval of the Public Works Director or his/her designee.

E. Grantee, upon issuance of permits by the City, shall have the authority to microtrench in the construction of Grantee's Telecommunications System. Issuance of permits is a prerequisite for Grantee's ability to microtrench anywhere in the City. Regular installation and maintenance shall be scheduled so as to accommodate ongoing or previously completed work in or near the Right-of-Way, such as protection of newly planted turf or other vegetation, installed asphalt, streets or sidewalks. In order to avoid such situations, Grantee shall, if practicable, provide notice of the planned work at least forty-eight (48) hours in advance and coordinate with the City to develop a mutually acceptable schedule for such work.

F. If, during the course of work, Grantee disturbs or causes damage to or alters any Right-of-Way or other public or private property, Grantee shall promptly replace, repair or restore such Right-of-Way or other public or private property, at Grantee's expense, to a condition equal to or better than the condition that existed immediately prior to such disturbance, damage or alteration within forty-eight (48) hours.

G. Upon reasonable request by the City, Grantee agrees to provide geographic information system ("GIS") mapping layers, As-Built, strand maps or similar records kept in its usual course of business to the City. Said information may be provided either in hard copy or electronic format, in the data format regularly maintained by Grantee.

H. Nothing in this Franchise shall be construed to prevent the City from constructing, maintaining, repairing, or relocating its sewers, streets, water mains, sidewalks, or other public property. However, before commencing any work within a Right-of-Way that may affect Grantee's facilities, the City shall give written notice to Grantee, and all such work shall be done, insofar as practicable, in such a manner as not to obstruct, injure, or prevent the free use and operation of Grantee's facilities.

I. In order to minimize disruption to vehicular traffic and inconvenience to the public and protect the public interests in connection with permitted uses of the Right-of-Way, which have limited capacity, conduit sharing and other collocation solutions are encouraged and shall be utilized to the extent they are technically and economically feasible. Grantee agrees, wherever technically and economically feasible, that it will endeavor to collocate its facilities and cooperate with the City in placing innerduct conduit within the Right-of-Way and in sharing unused space within underground conduits owned by Grantee and the City. At any time that the City or Grantee intends to install new underground conduit or replace existing underground conduit in the Right-of-Way, such party shall endeavor to provide the other party with forty-five (45) days advance written notice in order to permit the additional contemporaneous installation of innerduct conduit for potential collocation. If either party desires additional innerduct conduit to be installed, it will so notify the other party. The party providing such notice shall be responsible for the additional incremental expense for installing additional innerduct conduit. The parties agree that such conduit or innerduct conduit jointly occupied or used by the City may not be sold or leased by the City to third parties for the provision of competitive services.

J. Grantee shall apply for, obtain, pay for, and comply with the terms of all permits required under applicable City Code provisions for any work done in the Right-of-Way. Grantee shall comply with all other applicable City, State, and federal codes, rules, regulations, and orders in undertaking such work, which shall be done in a thorough and proficient manner.

K. Grantee agrees to coordinate its activities with the City and all other utilities located within the Right-of-Way within which Grantee is undertaking its activity. The City agrees to coordinate its activities with Grantee within the Right-of-Way within which Grantee has placed its Telecommunications System or is undertaking its activities.

L. The City expressly reserves the right to prescribe how and where Grantee's facilities shall be installed within the Right-of-Way and may from time to time, pursuant to the applicable sections of this Franchise, require the removal, relocation and replacement thereof in the public interest and safety at the expense of Grantee.

M. Before commencing any work within the Right-of-Way, Grantee shall comply with all of the provisions of the Washington Utility Notification Center - Washington 811, to identify and protect existing utility infrastructure.

N. Upon prior written approval of the City and in accordance with City ordinances, Grantee shall have the authority to reasonably trim trees upon and overhanging streets, Rights-of-Way, and places in the Franchise Area so as to prevent the branches of such trees from coming into physical contact with Grantee's facilities. Grantee shall be responsible for debris removal from such activities. If such debris is not removed within twenty-four (24) hours of completion of the trimming, the City may, at its sole discretion, remove such debris and charge Grantee for the cost thereof.

O. Grantee's contractors of any tier shall be licensed and bonded in accordance with State law and the City's ordinances, regulations, and requirements. Work by contractors (of any tier) is subject to the same restrictions, limitations, and conditions as if the work were performed by Grantee. Grantee shall be responsible for all work performed by its contractors (of any tier) and others performing work on its behalf as if the work were performed by Grantee and shall ensure that all such work is performed in compliance with this Franchise and applicable law.

P. Grantee shall not introduce or use any hazardous substances (chemical or waste) in the Right-of-Way, in violation of any applicable law or regulation, nor shall Grantee allow any of its agents, contractors (of any tier), or any person under its control to do the same. Grantee will be solely responsible for and will defend, indemnify and hold the City, its agents, employees, officers, and officials harmless from and against any and all claims, costs and liabilities including reasonable attorneys' fees and costs, to the extent arising out of or in connection with the cleanup or restoration of the property associated with Grantee's use, storage, or disposal of hazardous substances, whether or not

intentional, and the use, storage or disposal of such substances by Grantee's agents, contractors, or other persons acting under Grantee's control, whether or not intentional.

Q. Grantee attests that any work already completed before the execution of this Franchise is in compliance with the requirements of this Franchise.

Section 7. Repair and Emergency Work

In the event of an emergency, Grantee may commence such repair and emergency response work as required under the circumstances, provided that Grantee shall notify the City in writing as promptly as possible, before such repair or emergency work commences, or as soon thereafter as possible, if advance notice is not practical. The City may act, at any time, without prior written notice in the case of an emergency, but shall notify Grantee in writing as promptly as possible under the circumstances.

Section 8. Damages to City and Third-Party Property

Grantee agrees that if any of its actions under this Franchise impair or damage any Right-of-Way, property, survey monument, or property owned by a third-party, Grantee will restore, at its own cost and expense, said property to a safe condition. Such repair work shall be performed and completed to the satisfaction of the Public Works Director.

Section 9. Location Preference

Any structure, equipment, appurtenance, or tangible property of a utility, other than property of Grantee's, which was installed, constructed, completed or in place prior in time to Grantee's application for a permit to construct or repair Grantee facilities under this Franchise shall have preference as to positioning and location with respect to Grantee's facilities. However, to the extent that Grantee's facilities are completed and installed prior to a utility's submittal of a permit for new or additional structures, equipment, appurtenances, or tangible property, then Grantee's facilities shall have priority. These rules governing preference shall continue in the event of the necessity of relocating or changing the grade of any City street or Right-of-Way. A relocating utility shall not necessitate the relocation of another utility that otherwise would not require relocation. This Section shall not apply to any City facilities or utilities that may in the future require the relocation of Grantee's facilities which shall be governed by the relocation provisions of this Franchise. No location of any of Grantee's Facilities shall give rise to a vested interest in public property.

Section 10. Grantee Information

A. Grantee agrees to supply, at no cost to the City, any information reasonably requested by the City to coordinate municipal functions with Grantee's activities and fulfill any municipal obligations under State law.

B. The parties understand that State law limits the ability of the City to shield from public disclosure any information given to the City. Accordingly, the City agrees to notify Grantee of requests for public records related to Grantee, and to give Grantee a reasonable amount of time to obtain an injunction to prohibit the City's release of records, if it appears that such public records may contain confidential information. Notice will not be provided for records that are clearly non-exempt from disclosure including but not limited to copies of this Franchise, drafts of this Franchise, and records related to the execution of this Franchise.

C. Grantee shall defend, indemnify and hold harmless the City for any loss or liability for fines, penalties, damages and costs (including attorneys' fees and expenses) imposed on the City because of non-disclosures requested by Grantee under Washington's Public Records Act, provided the City has notified Grantee of the pending request.

Section 11. Relocation and Abandonment of Grantee's Facilities

A. Relocation. In accordance with Washington State law, Grantee shall, at no expense or liability to the City (except as may be required by RCW Chapter 35.99.060), relocate, reroute or remove any of Grantee's facilities, property or equipment located in a Right-of-Way when required by the City consistent with its police powers (for example, without limitation, by reason of traffic conditions, public safety, Right-of-Way vacation, Right-of-Way construction, change or establishment of Right-of-Way grade, installation of sewers, drains, gas or water pipes, or any other types of structures or improvements by the City for public purposes). Except during an emergency, the City shall provide reasonable notice to Grantee of its need to relocate that is commensurate with the complexity of the project, but not less than sixty (60) days, and allow Grantee an opportunity to perform such action. Following notice by the City, Grantee shall relocate, remove, reroute, replace, modify or disconnect any of its facilities or equipment within any Right-of-Way, or on any other property of the City. If the City requires Grantee to relocate its facilities located within the Right-of-Way, the City shall provide Grantee with an alternative location within the Right-of-Way.

Excluding circumstances or events outside of its reasonable control, if Grantee fails to complete relocation work within the time prescribed to the City's reasonable satisfaction, the City may cause such work to be done at Grantee's reasonable cost and expense; and provided further that the City shall not be liable for any damage to any portion of the Telecommunications System except to the extent caused by the negligence of the City or its contractor. Within thirty (30) days of receipt of an itemized list of those costs, Grantee shall pay the City.

If a readjustment or relocation of Grantee's facilities is necessitated by a request from a party other than the City, Grantee may seek recourse against that other party to pay the actual costs thereof.

B. Temporary Changes for Other Permittees. At the request of any person holding a valid permit, upon reasonable advance notice, Grantee shall temporarily raise, lower or remove its facilities, property or equipment as necessary to permit the moving of a building, vehicle, equipment or other item. The expense of such temporary changes must be paid by the permit holder, and Grantee may require a reasonable deposit of the estimated payment in advance.

C. Alternatives to Relocation. Grantee may, after receipt of written notice requesting a relocation of its facilities, submit to the City written alternatives to such relocation. Such alternatives may include the use and operation of temporary transmitting facilities in adjacent Right-of-Way. The City shall promptly evaluate such alternatives and advise Grantee in writing if one or more of the alternatives is suitable. If requested by the City, Grantee shall promptly submit additional information to assist the City in making such evaluation. The City shall give each alternative proposed by Grantee full and fair consideration. In the event the City ultimately determines that there is no other reasonable alternative, Grantee shall relocate the components of the system as otherwise provided herein.

D. Discontinuing Use/Abandonment of System Facilities. Whenever Grantee intends to discontinue using any facility in the Right-of-Way, Grantee shall submit for the City's approval a complete description of the facility and the date on which Grantee intends to discontinue using the facility. Grantee may remove the facility or request that the City allow it to remain in place and to convey the same to the City through a letter of abandonment or bill of sale. Until such time as Grantee removes or transfers the facility, Grantee shall be responsible for the facility as if the facility were in active use and Grantee shall retain all liability for the facility during such time. If Grantee abandons its facilities, the City may provide Grantee with written notice of the City's desire to utilize such abandoned facilities, and Grantee shall then have sixty (60) days in which to respond with either assent to transfer such facilities to the City, or an affirmation that such facilities are not abandoned, in which case the facilities shall remain with Grantee. Upon assent by Grantee to the transfer of such facilities, the parties shall execute appropriate documentation to memorialize the transfer.

Section 12. Undergrounding

A. The parties agree that this Franchise does not limit the City's authority under federal law, State law, or local ordinance, to require the undergrounding of utilities. Any such undergrounding requirement shall be imposed equally on all permit or franchise holders using the Right-of-Way to which such requirement applies.

B. Whenever the City requires the undergrounding of aerial utilities in the Franchise Area, Grantee shall underground its facilities in the manner specified by the City at no expense or liability to the City. Where other utilities are present and involved in the undergrounding project, Grantee shall only be required to pay its fair share of

common costs borne by all utilities, in addition to the costs specifically attributable to the undergrounding of Grantee's facilities. Common costs shall include, for example, necessary costs for trenching and utility vaults. The fair share shall be determined in comparison to the total number and size of all other utility facilities being placed underground.

Section 13. Indemnification and Hold Harmless

A. Grantee shall defend, indemnify, and hold the City and its officers, officials, agents, employees, and volunteers harmless from any and all costs, claims, injuries, damages, losses, expenses, suits, or liabilities of any nature including attorneys' fees arising out of or in connection with Grantee's performance or omissions under this Franchise, except to the extent such costs, claims, injuries, damages, losses, expenses, suits, or liabilities are caused by the negligence of the City.

B. Grantee shall defend, indemnify and hold the City and its officers, officials, agents, employees, and volunteers harmless from any and all costs, claims, injuries, damages, losses, expenses, suits, or liabilities of any nature including attorneys' fees arising out of or in connection with any damage or loss to Grantee's facilities caused by maintenance and/or construction work performed by, or on behalf of, the City within the Franchise Area or any Right-of-Way, or other property, except to the extent any such damage or loss is directly caused by the negligence of the City.

C. If separate representation to fully protect the interests of both parties is or becomes necessary, such as a conflict of interest between the City and the counsel selected by Grantee to represent the City, Grantee shall pay, from the date such separate representation is required forward, all reasonable expenses incurred by the City in defending itself with regard to any action, suit or proceeding indemnified by Grantee. The City's expenses shall include all reasonable out-of-pocket expenses, such as consultants' and attorneys' fees, and shall also include the reasonable value of any services rendered by the City Attorney or her/his assistants or any employees of the City or its agents but shall not include outside attorneys' fees for services that are unnecessarily duplicative of services provided the City by Grantee.

D. The fact that Grantee carries out any activities under this Franchise through independent contractors shall not constitute an avoidance of or defense to Grantee's duty of defense and indemnification under this Section.

E. In the defense of any action subject to this Section, Grantee shall solely control the defense and any decision to settle any claim, which shall be at Grantee's sole expense and provided that the City is completely released in writing from any liability regarding the claim.

Section 14. Insurance

A. Grantee shall procure and maintain for the duration of this Franchise, and for one (1) year thereafter, 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 Grantee, its agents, representatives, or employees in the amounts and types set forth below:

1. Commercial General Liability insurance with limits no less than \$5,000,000 each occurrence, \$5,000,000 general aggregate and a \$5,000,000 products-completed operations aggregate limit. Coverage shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, products-completed operations, stop gap liability, and personal injury and advertising injury and liability assumed under an insured contract. There shall be no exclusion or modification of the Commercial General Liability insurance for liability arising from explosion, collapse, or underground property damage.

2. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles with a combined single limit for bodily injury and property damage of \$5,000,000 per accident. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.

4. Workers' Compensation coverage as required by the Insurance laws of the State of Washington.

5. Employers Liability insurance in the amount of \$2,000,000.

6. Umbrella or excess liability insurance in the amount of \$5,000,000.

B. Grantee's insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of Grantee's insurance and shall not contribute with it.

C. Grantee's insurance shall be endorsed to state that coverage shall not be canceled except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. If the insurance is canceled so as to be out of compliance with the requirements of this Franchise, Grantee shall provide a replacement policy.

D. All policies shall contain, or be endorsed so that the City, City Council, officers, officials, boards, employees and agents are to be covered as, and have the rights of, additional insureds under the policies.

E. Grantee's insurance shall apply separately to each insured against whom a claim is made or lawsuit is brought, except with respect to the limits of the insurer's liability.

F. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for each insurance policy are to be on standard forms or such forms as are consistent with standard industry practices.

G. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

H. Grantee shall furnish the City with original certificates of insurance and a copy of amendatory endorsements before commencement of the work.

I. Any deductible of the policies shall not in any way limit Grantee's liability to the City.

J. Grantee shall have the right to self-insure any or all of the above-required insurance subject to prior, written approval by the City.

K. Grantee's maintenance of insurance as required by this Franchise shall not be construed to limit the liability of Grantee to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy to which the City is otherwise entitled at law or in equity.

Section 15. Generally Applicable Bonds/Performance Bond

A. Generally Applicable Bonds. During construction of the Telecommunications System, Grantee may be required to obtain bonds, such as generally applicable construction bonds, in accordance with State law and the City's published, non-discriminatory, and ordinary policies and procedures to cover remedial work and restoration of the Right-of-Way. The bonds shall cover the cost of labor, materials, and all other items associated with such work by geographic area (to be mutually determined between the City and Grantee) with the intention that the bond will apply only to projects covered by a permit until completion as opposed to covering the costs of construction for the entire Telecommunications System.

B. Performance Bond.

1. Grantee shall provide a performance bond in the amount of fifty thousand dollars (\$50,000) to ensure the faithful performance of its responsibilities under this Franchise and applicable law, including, by way of example and not limitation, its obligations to relocate and remove its facilities. The performance bond shall be in a

standard industry form. Grantee shall pay all premiums or costs associated with maintaining the bond and shall keep the same in full force and effect at all times.

2. The bond shall not be canceled or materially altered so as to be out of compliance with the requirements of this Section without forty-five (45) days' written notice first being given to the City. If the bond is canceled or materially altered so as to be out of compliance with the requirements of this Section within the term of this Franchise, Grantee shall provide a replacement bond.

3. After the giving of notice by the City to Grantee, and expiration of any applicable cure period, the performance bond may be drawn upon by the City for purposes that include, but are not limited to the following:

- a. Failure of Grantee to pay the City sums due under the terms of this Franchise;
- b. Reimbursement of costs borne by the City to correct Franchise violations not corrected by Grantee; and
- c. Damages assessed against Grantee as provided in this Franchise.

4. The City shall give Grantee written notice of any withdrawal under this Section upon such withdrawal. Within ten (10) days following receipt of such notice, Grantee shall restore and replenish the performance bond to the amount required under this Franchise. Grantee's maintenance of the performance bond shall not be construed to excuse unfaithful performance by Grantee or limit the liability of Grantee to the amount of the performance bond or otherwise limit the City's recourse to any other remedy available at law or in equity.

5. Grantee shall have the right to appeal to the City Council for reimbursement in the event Grantee believes that the performance bond was drawn upon improperly. After a determination by the City Council, Grantee shall also have the right to judicial appeal if Grantee believes the performance bond has not been properly drawn upon in accordance with this Franchise. Any funds the City erroneously or wrongfully withdraws from the performance bond shall be returned to Grantee with interest, from the date of withdrawal at a rate equal to the prime rate of interest as quoted in The Wall Street Journal on the date the City withdrew funds from the performance bond until the date the City returns the funds to Grantee.

Section 16. Successors and Assignees

A. All of the provisions, conditions and requirements herein shall be binding upon the permitted successors and assigns of Grantee, and all rights and privileges, as

well as all obligations and liabilities of Grantee shall inure to its permitted successors and assigns as if they were specifically mentioned herein wherever Grantee is mentioned.

B. Neither this Franchise nor the Telecommunications System shall be leased, assigned or otherwise alienated in whole or in part without the express prior written consent of the City by ordinance, which consent shall not be unreasonably withheld. In the event such a transfer or assignment is part of a corporate transaction approved by the Washington Utilities and Transportation Commission ("WUTC"), the approval by the WUTC shall be deemed consent to the transfer or assignment from the City. Grantee shall notify the City as soon as practicable at the time of the filing of any petition with the WUTC in this regard.

C. Grantee and any proposed assignee or transferee shall provide and certify the following to the City not less than thirty (30) days prior to the proposed date of sale or transfer: (a) Complete information, other than financial or monetary terms, or terms deemed confidential and proprietary to the assignee and assignor, setting forth the nature, terms and conditions of the proposed assignment or transfer; (b) All information required by the City of an applicant for a Franchise with respect to the proposed assignee or transferee; and, (c) An assignment or transfer fee which shall be set by the City and shall be fair and consistent with City fees assessed for similar transfers or assignments, plus any other costs actually and reasonably incurred by the City in processing and investigating the proposed assignment or transfer, such additional costs not to exceed \$5,000.00.

D. The proposed assignee or transferee shall file with the City a written agreement to unconditionally assume and accept all of the terms of the Franchise, effective upon such transfer or assignment of the Franchise. The City is under no obligation to undertake any investigation of Grantee's state of compliance and failure of the City to insist on full compliance prior to transfer does not waive any right to insist on full compliance thereafter.

Section 17. Dispute Resolution

In the event of a dispute between the City and Grantee arising by reason of this Franchise, the dispute shall first be referred to the operational officers or representatives designated by the City and Grantee to have oversight over the administration of this Franchise. The officers or representatives shall meet within thirty (30) calendar days of either party's request for a meeting, whichever request is first, and the parties shall make a good faith effort to achieve a resolution of the dispute. If the parties fail to achieve a resolution of the dispute in this manner, either party may then pursue any available judicial remedies.

Section 18. Enforcement and Remedies

A. If Grantee shall willfully violate, or fail to comply with any of the provisions of this Franchise for any reason, including without limitation, through negligence, or should it fail to heed or comply with any legally authorized directive given to Grantee under the provisions of this Franchise, the City will provide Grantee with written notice and an opportunity to cure the breach within thirty (30) days of notification. If the breach reasonably cannot be cured within thirty (30) days, the City shall specify a longer cure period, and condition the extension of time on Grantee's submittal of a plan to cure the breach within the specified period, commencement of work within the original thirty-day cure period, and diligent prosecution of the work to completion. If the breach is not cured within the specified time, or Grantee does not comply with the specified conditions, the City may, at its discretion, either (1) revoke the Franchise with no further notification, or (2) claim liquidated damages of two hundred fifty dollars (\$250.00) per day against the performance bond set forth in this Franchise for every day after the expiration of the cure period that the breach is not cured, up to a maximum of \$5,000 per year.

B. Should the City determine that Grantee is acting beyond the scope of permission granted herein for Grantee's facilities or Grantee's services, the City reserves the right to cancel this Franchise and require Grantee to apply for, obtain, and comply with all applicable City permits, franchises, or other City permissions for such actions, and if Grantee's actions are not allowed under applicable federal, State or City laws, to compel Grantee to cease such actions through injunctive relief.

Section 19. Compliance with Laws and Regulations

This Franchise is subject to, and Grantee shall comply with, all applicable federal, State and City laws, regulations and policies, now existing or hereafter enacted. Grantee shall be subject to the police power of the City to adopt and enforce general ordinances necessary to protect the safety, health and welfare of the public.

Section 20. Damages Limitation

Notwithstanding any other provision of this Franchise, in no event shall either party be liable to the other for any special, incidental, indirect, punitive, loss of profits, loss of revenues, consequential or other similar damages.

Section 21. Notices

Written notices shall be sent postage prepaid, by certified mail, return receipt requested, to the following addresses, unless a different address shall be designated in writing and delivered to the other party.

City: City of Cle Elum - Mayor
119 West First Street
Cle Elum, Washington 98922

Grantee:

Inland Cellular LLC
Legal Dept.
P.O. Box 688
Roslyn, WA 98941
(509)649-2500
anne@inlandcell.com; nathan@inlandcell.com

Section 22. Reimbursement and Franchise Fees

A. A fee shall be charged to Grantee that recovers actual administrative expenses incurred by the City that are directly related to receiving and approving permits and this Franchise, and to inspecting plans and construction, and, if necessary, for the preparation of a detailed statement pursuant to Chapter 43.21C RCW; provided, however, that no such fees, costs or expenses shall be duplicative of permitting and review fees charged by the City in conjunction with such permits. Fees shall be charged in accordance with the City's adopted fee schedule, and actual costs incurred by the City, including but not limited to those of its staff, consultants, and legal counsel, shall be invoiced to the Grantee.

B. No permits shall be issued for the installation of authorized facilities until such time as the City has received payment of the fees as described in this Section.

C. Grantee shall reimburse the City within thirty (30) days of submittal by the City of an itemized billing for reasonably incurred costs by project and task, for Grantee's proportionate share of all actual, identified expenses incurred by the City in altering, constructing, installing, maintaining, planning, or repairing any City facility as the result of the presence of Grantee's facilities in the Right-of-Way.

D. Grantee hereby warrants that its operations as authorized under this Franchise are, in part, those of a telephone business as defined in RCW 82.16.010, or service provider as referenced in RCW 35.21.860. As a result, the City will not impose a franchise fee under the terms of this Franchise, other than as described herein. The City hereby reserves its right to impose a franchise fee on Grantee if Grantee's operations as authorized by this Franchise change such that the statutory prohibitions of RCW 35.21.860 no longer apply, or if federal or other State statutory prohibitions on the imposition of any types of fees are removed. In such instance, the City also reserves its right to require that Grantee obtain a separate franchise as allowed by law. Nothing contained herein shall preclude Grantee from challenging any such new fee or separate agreement under applicable federal, State, or local laws.

E. Grantee stipulates and agrees that certain of its business activities may be subject to taxation as a telephone business and that Grantee shall pay to the City the rate applicable to such taxable services consistent with local, State and federal law; provided that the City has taken all lawful and required steps to impose such tax. The parties agree

that nothing in this Franchise shall limit the City's power of taxation or ability to impose franchise fees, as may exist now or as later allowed under applicable law.

Section 23. Miscellaneous

A. Force Majeure. Neither party shall be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged default occurred or was caused by a pandemic, epidemic, strike, riot, war, earthquake or other catastrophic act of nature, labor disputes or failure of electric service necessary to operate the Telecommunications System or other event that is reasonably beyond a party's ability to anticipate or control.

B. Entire Agreement. This Franchise represents the entire understanding and agreement between the parties hereto with respect to the subject matter hereof.

C. Severability. If any section, subsection, sentence, clause or phrase of this Franchise is for any reason declared invalid, in whole or in part, by any court, agency, legislative body, or other authority of competent jurisdiction, such declaration shall not affect the validity of the remaining portions hereof, all of which shall remain in full force and effect.

D. Modification. No provision of this Franchise shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the City and Grantee.

E. No Third-Party Beneficiaries. Nothing in this Franchise is intended to confer third-party beneficiary status on any member of the public or person to enforce the terms of this Franchise.

F. No Waiver of Rights. Nothing in this Franchise shall be construed as a waiver of any rights, substantive or procedural, the City or Grantee may have under federal or State law. Without limitation, the City specifically reserves all of its governmental immunities under federal, State and local law.

G. Governing Laws. This Franchise shall be governed, construed and enforced in accordance with the laws of the State of Washington and any other applicable local and federal laws, rules, regulations, legislation or orders (as such now exist, are later amended or subsequently adopted).

H. Venue. Venue for any judicial dispute shall be in Kittitas County Superior Court, unless the dispute is required to be heard in federal court by applicable law.

I. Attorneys' Fees. In the event any suit or other proceeding is instituted to enforce or interpret any provision of this Franchise, each Party shall pay all its legal costs

and attorneys' fees incurred in defending or bringing such suit or proceeding, including all appeals, in addition to any other recovery or award provided by law, except that nothing in this section shall be construed to limit the City's right to indemnification under Section 13 of this Franchise.

J. Headings. The section and subsection titles used herein are for reference purposes only and shall not be used to interpret this Franchise.

K. Cost of Publication. Grantee shall pay the cost of notice and publication of this Franchise.

Section 24. Severability

Should any portion of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, such decision shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 25. Effective Date

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

PASSED by the City Council of Cle Elum, Washington this ____ day of _____, 2026.

Mayor

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

Published: _____

EXHIBIT "A"

STATEMENT OF ACCEPTANCE

Inland Cellular LLC, hereby accepts and agrees to be bound by all of the terms, conditions and provisions of the Franchise, subject to applicable law.

Inland Cellular LLC

By: _____
Nathan R. Weis, President

Date: _____

**AGENDA STAFF
REPORT**

AGENDA DATE: March 24, 2025

ACTION REQUESTED: Adopt Resolution No. 2026-011 approving the City of Cle Elum Americans with Disabilities Act (ADA) Self-Evaluation Report and Transition Plan.

BACKGROUND: The Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973 require public agencies to evaluate their programs, services, and public facilities to ensure accessibility for individuals with disabilities. Agencies with more than fifty employees are required to prepare a formal ADA Self-Evaluation Report and Transition Plan.

While the City of Cle Elum does not meet the employee threshold requiring completion of this plan, the City pursued development of the ADA Self-Evaluation Report and Transition Plan through a federally funded grant. Completion of this plan positions the City to be more competitive for future grant funding and demonstrates a proactive commitment to accessibility and inclusion.

The Plan evaluates existing conditions within public rights-of-way, identifies barriers to accessibility, and outlines a prioritized strategy for improvements.

RECOMMENDATION: Staff recommends that the City Council adopt Resolution No. 2026-011 approving the ADA Self-Evaluation Report and Transition Plan.

ATTACHMENTS: ADA Self-Evaluation Report and Transition Plan
Resolution 2026-011

LEAD STAFF: Joseph Calhoun HLA, Mathew Bailey

CITY OF CLE ELUM
WASHINGTON
RESOLUTION NO. 2026-011

**A RESOLUTION OF THE CITY OF CLE ELUM,
WASHINGTON, ADOPTING THE CITY OF CLE ELUM
AMERICANS WITH DISABILITIES ACT (ADA) SELF-
EVALUATION REPORT AND TRANSITION PLAN**

WHEREAS, the purpose of the ADA Self-Evaluation Report and Transition Plan (the Plan) is to evaluate facilities and policies related to the public rights-of-way and determine what types of with disabilities; and barriers exist for individuals

WHEREAS, the Americans with Disabilities Act and Section 504 of the Rehabilitation act of 1973 requires cities with more than fifty employees to prepare an ADA Self-Evaluation Report and Transition Plan; and

WHEREAS, while the City of Cle Elum does not have more than fifty employees, the creation of the Plan is funded through a federal grant, and could provide additional grant opportunities in the future; and

WHEREAS, the Plan was made available to the public for review and comment through posting on the city website, and at an open-house meeting; and an analysis of the public process is included in the Plan appendix; and

WHEREAS, on March 24, 2026, the Cle Elum City Council reviewed the Plan at an open public meeting; and

WHEREAS, the Cle Elum City Council, having considered the recommendation from staff, hereby finds and determines that approval of the Plan is in the best interest of the residents of the City of Cle Elum.

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

The Cle Elum City Council hereby approves and adopts the ADA Self-Evaluation Report and Transition Plan.

PASSED by the City Council the 24th day of March, 2026.

CITY OF CLE ELUM

Matthew Lundh, Mayor

ATTEST/AUTHENTICATED:

Debbie Lee, City Clerk

Filed with the City Clerk:
Passed by the City Council:
Resolution No.:
Date Posted:



2026

ADA SELF-EVALUATION AND TRANSITION PLAN



Prepared By: 



CITY OF CLE ELUM
119 W 1st St,
Cle Elum, WA 98922
(509) 674-2262
<https://cleelum.gov/>

CITY ADMINISTRATION
Robert Omans, City Administrator
Mathew Bailey, Public Works Director
Debbie Lee, City Clerk

CITY COUNCIL MEMBERS
Matthew Lundh, Mayor
Position 1 – Cassidy Buechle-Curtis
Position 2 – Ken Ratliff
Position 3 – Beth Williams
Position 4 – Jon Cornelius
Position 5 – Steven Harper
Position 6 – Steven Cook
Position 7 – Audrey Malek

Additional copies of this document are available online at: <https://cleelum.gov/>

Questions about this report:

For questions about this report or for access to an alternate format of this document, please contact:

City of Cle Elum Public Works at (509) 674-2262 or email City Administrator, Rob Omans, at romans@cleelum.gov

For those who are deaf or hard of hearing, the Washington State Relay can be contacted at 711 for assistance in making a request to the City.

The Americans with Disabilities Act Notice:

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 ("ADA"), the City of Cle Elum will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities.

PREPARED BY:
HLA Engineering and Land Surveying, Inc.
2803 River Road
Yakima, WA 98902
www.hlacivil.com





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EXECUTIVE SUMMARY

The City of Cle Elum is committed to removing barriers to accessibility in its services, programs, and activities to prohibit discrimination based on disability. To achieve this end, the City has completed an Americans with Disabilities Act (ADA) Self-Evaluation and Transition Plan in accordance with federal guidance for the purpose of implementing capital projects committed to equal access for all, including those with disabilities. In developing this plan, the City of Cle Elum has undertaken a comprehensive evaluation of its facilities and policies related to the public rights-of-way to determine what types of access barriers exist for individuals with disabilities. This plan will be used to help guide future planning and implementation of necessary accessibility improvements. Removing all ADA noncompliant features and barriers is an undertaking that will take many years to achieve. This plan identifies priorities and recommendations that the City can implement over time to achieve an ADA-compliant public right-of-way.

What is an ADA Self-Evaluation and Transition Plan?

An ADA Self-Evaluation and Transition Plan includes four components:

- **Identify physical obstacles** in the public entity's facilities that limit the accessibility of its programs or activities to individuals with disabilities;
- **Describe in detail the methods** that will be used to make the facilities accessible;
- **Specify the schedule** for taking the steps necessary to achieve compliance with this section and, if the time period of the transition plan is longer than one (1) year, identify steps that will be taken during each year of the transition period; and
- **Indicate the official** responsible for implementation of the plan.

Both the Self-Evaluation and Transition Plan are required elements of the federally mandated ADA Title II, which requires that government agencies provide equal access to programs and services they offer. The City's initial phase was preparation of a Self-Evaluation focused on transportation elements within the public right-of-way. These major elements include bus stops, sidewalks, curb ramps, crosswalks, railroad crossings, miles of multi-use path, public-accessible parking, public-accessible building access, parks inventory, and pedestrian control devices (pushbuttons) at intersections. This evaluation included a comparison of each facility to current ADA standards. This evaluation did not include an assessment of whether the facility was constructed to meet current ADA standards to the maximum extent feasible as allowed by the ADA. As such, the Self-evaluation and resulting costs and schedule for full ADA transition are considered conservative. The Self-Evaluation also includes an assessment of practices, policies, and procedures that relate to the planning, design, and construction of these facilities.

This Plan summarizes the Self-Evaluation phase which includes an accessibility assessment of pedestrian facilities as well as practices and procedures. The Transition Plan identifies an implementation schedule for the removal of non-compliant barriers, outlines a grievance procedure, and a request for information procedure for the City's residents.





CHAPTER 1 – INTRODUCTION

The Americans with Disabilities Act (ADA) was enacted on July 26, 1990, and provides comprehensive civil rights protections to persons with disabilities in the areas of employment, state and local government services, and access to public accommodations, transportation, and telecommunications.

1.1 PLAN REQUIREMENT

The Americans with Disabilities Act (ADA), enacted on July 26, 1990, is a civil rights law prohibiting discrimination against individuals on the basis of disability. ADA consists of five titles outlining protections in the following areas:

1. Employment
2. State and local government services
3. Public accommodations
4. Telecommunications
5. Miscellaneous Provisions

Title II of the ADA requires public entities, such as Cle Elum, to make their existing “programs” accessible “except where to do so would result in a fundamental alteration in the nature of the program or an undue financial and administrative burden.” Public right-of-way, public government buildings, and public parks all fall within the city’s programs.

As required by [ADA Title II, § 35.105](#), Cle Elum has conducted a self-evaluation of its facilities within public rights of way and has developed this Transition Plan detailing how the organization will ensure that city facilities are accessible to all individuals.

1.2 ADA AND ITS RELATIONSHIP TO OTHER LAWS

Title II of ADA is companion legislation to two previous federal statutes and regulations: the [Architectural Barriers Acts of 1968](#) and [Section 504 of the Rehabilitation Act of 1973](#).

The Architectural Barriers Act of 1968 is a federal law that requires facilities designed, built, altered or leased with Federal funds to be accessible. The Architectural Barriers Act marks one of the first efforts to ensure access to the built environment.

Section 504 of the Rehabilitation Act of 1973 is a Federal law that protects qualified individuals from discrimination based on their disability. The nondiscrimination requirements of the law apply to employers and organizations that receive financial assistance from any Federal department or agency. Title II of ADA extended this coverage to all state and local government entities, regardless of whether they receive federal funding or not.





1.3 AGENCY REQUIREMENTS

Under Title II, Cle Elum must meet these general requirements:

- Must operate their programs so that, when viewed in their entirety, the programs are accessible to and useable by individuals with disabilities ([28 C.F.R. Sec. 35.150](#)).
- May not refuse to allow a person with a disability to participate in a service, program or activity simply because the person has a disability ([28 C.F.R. Sec. 35.130 \(a\)](#)).
- Must make reasonable modifications in policies, practices and procedures that deny equal access to individuals with disabilities unless a fundamental alteration in the program would result ([28 C.F.R. Sec. 35.130\(b\) \(7\)](#)).
- May not provide services or benefits to individuals with disabilities through programs that are separate or different unless the separate or different measures are necessary to ensure that benefits and services are equally effective ([28 C.F.R. Sec. 35.130\(b\)\(iv\) & \(d\)](#)).
- Must take appropriate steps to ensure that communications with applicants, participants and members of the public with disabilities are as effective as communications with others ([28 C.F.R. Sec. 35.160\(a\)](#)).
- Must designate at least one responsible employee to coordinate ADA compliance. This person is often referred to as the "ADA Coordinator." The public entity must provide the ADA coordinator's name, office address, and telephone number to all interested individuals ([28 CFR Sec. 35.107\(a\)](#)).
- Must provide notice of ADA requirements. All public entities, regardless of size, must provide information about the rights and protections of Title II to applicants, participants, beneficiaries, employees, and other interested persons ([28 CFR Sec. 35.106](#)). The notice must include the identification of the employee serving as the ADA coordinator and must provide this information on an ongoing basis.
- Must establish a grievance procedure. Public entities must adopt and publish grievance procedures providing for prompt and equitable resolution of complaints ([28 CFR Sec. 35.107\(b\)](#)). This requirement provides for a timely resolution of all problems or conflicts related to ADA compliance before they escalate to litigation and/or the federal complaint process.

This document has been created to specifically cover accessibility within the public rights of way and does not include information on Cle Elum programs, practices, or building facilities not related to public rights of way.





CHAPTER 2 – SELF-EVALUATION

Title II of the Americans with Disabilities Act (ADA) requires that jurisdictions evaluate services, programs, policies and practices to determine whether they comply with the non-discrimination requirements of the ADA.

This chapter describes the methods and findings of the Self-Evaluation. Section 2.1 provides an overview of ADA-related City policies. Next, Section 2.2 reviews City practices and design standards. Finally, Section 2.3 summarizes the Self-Evaluation's field data collection methods and findings regarding existing pedestrian facilities, such as sidewalks and curb ramps.

2.1 POLICY REVIEW

The City of Cle Elum is required, under Title II of the Americans with Disabilities Act (ADA) and [28 C.F.R. Sec. 35.105](#), to perform a self-evaluation of its current transportation infrastructure policies, practices, and programs. This self-evaluation will identify what policies and practices impact accessibility and examine how the city implements these policies. The goal of the self-evaluation is to verify that, in implementing the city's policies and practices, the department is providing accessibility and not adversely affecting the full participation of individuals with disabilities.

The self-evaluation also examines the condition of the city's existing public facilities and identifies potential need for infrastructure improvements. This will include the sidewalks, curb ramps, bicycle/pedestrian trails, bus stops and traffic control signals that are located within the city rights of way. Any barriers to accessibility identified in the self-evaluation and the remedy to the identified barrier are set out in this transition plan.

2.1.1 Administrative requirements

Title II requires that public entities undertake five administrative steps to promote implementation of the ADA:

2.1.1.1 Self-Evaluation

This Self-Evaluation is the first step in implementing ADA requirements throughout the City of Cle Elum.





2.1.1.2 Public Notice

The City of Cle Elum is required to post public notice that it does not discriminate on the basis of disability provided in print and electronic formats. While there are some official city documents that include public notice about ADA accommodation, the city should consider implementing a standard ADA Notice for the website and official public documents.

Below is a draft example:

The City of Cle Elum does not discriminate on the basis of disability in its programs, services, activities and employment practices.

If you need auxiliary aids and services for effective communication (such as a sign language interpreter, an assistive listening device or print material in digital format) or reasonable modification to programs, services or activities contact the ADA Coordinator as soon as possible, preferably 5-business days before the activity or event.

A grievance procedure is available to resolve complaints.

Upon request, this notice is available in alternative formats such as large print or Braille.

Rob Omans, City Administrator. romans@cleelum.gov. 509-674-2262

2.1.1.3 Grievance Procedure

On June 14, 2021, the City of Cle Elum adopted Resolution No. 2021-011, which memorialized acceptance to the Community Development Block Grant (CDBG) loan application grievance procedure.

The City of Cle Elum is in the process of updating its Grievance Procedure for compliance with the ADA – see Appendix C.

2.1.1.4 ADA Coordinator

The Designated ADA Coordinator is City Administrator Rob Omans. romans@cleelum.gov. 509-674-2262.

2.1.1.5 Develop Transition Plan

The development of a Transition Plan is a key component of this project and will address barriers in facilities that affect equal participation of people with disabilities in the City of Cle Elum's programs, activities, and services.





2.1.2 Effective Communication

Many people who are blind or have low vision, who are deaf or hard of hearing, or who have other communication disabilities are prevented from participating fully in programs, activities, and services because of communication issues. To address this, Title II requires that communication with people with disabilities be as effective as communication with others. Oftentimes, good communication practices will suffice, such as not turning away when speaking with a person who is hard of hearing or taking the time to listen to a person who has a speech impairment. Other times a public entity needs to provide “auxiliary aids and services” to assure effective communication.

The City Council passed Resolution No. 2022-023 which provides access to telephone and communication services, but the page on the website could be challenging to find and has a lengthy url: <https://cleelum.gov/phone-service-access-for-people-who-are-deaf-deaf-blind-hard-of-hearing-and-speech-disabled/>

2.1.3 Comprehensive Plan

The Comprehensive Plan is the long-range planning document for the city. The latest version of this plan was completed for the years 2017-2037. It is currently (2026) being updated with a 2046-time horizon, however, the update will not be complete until the end of 2026. The plan covers topics including land use, transportation, economic development, housing, capital facilities and utilities.

The Comprehensive Plan Transportation (T), Parks and Recreation (PR), elements include the following goals and policies related to ADA facilities:

Transportation Element

- Goal T-1: Be consistent with the City’s Comprehensive Plan Goals and Policies, the State’s Growth Management Act, and County-wide Planning Policies.
- Policy T-4: Adequate transportation facilities and services should be in place at the time of occupancy of a development.
- Policy T-7: Ultimately, land use patterns should support transit and non-motorized modes of travel.
- Goal T-2: Create a comprehensive street system that provides reasonable vehicular circulation throughout the City while enhancing the safety and function of the overall local transportation.
- Policy T-10: Streets and pedestrian paths in residential neighborhoods should be arranged as an interconnecting network that serves local traffic and facilitates pedestrian circulation.
- Goal T-4: Promote the development and enhancement of non-motorized transportation Citywide.
- Policy T-25: Pedestrian and bicycle traffic should be accommodated within all areas of the City.
- Policy T-26: Pedestrian and bicycle movement across arterial intersections should be enhanced.





- Policy T-27: Obstructions and conflicts that restrict pedestrians and bicycle movement should be minimized on sidewalks, paths and other areas.
- Policy T-28: Bicycle parking and storage facilities should be encouraged within development projects, in commercial areas, and in parks.
- Policy T-29: Streets and pedestrian paths in residential neighborhoods should be arranged as interconnecting networks and should connect to other streets.
- Policy T-30: New pedestrian facilities should be compliant with the Americans with Disabilities Act, and existing facilities should be upgraded to improve accessibility.
- Policy T-31: Non-motorized transportation should be developed in tandem with motorized transportation systems, recognizing issues such as safety, user diversity, and experiential diversity.
- Policy T-32: Recognize the diversity of transportation modes and trip purposes for the following three groups: pedestrians, bicyclists, other non-motorized wheels.
- Policy T-33: Foot/bicycle separation should be provided whenever possible; however, where conflict occurs, foot traffic should be given preference.
- Policy T-34: Adequate separation between non-motorized traffic should be provided to ensure safety.
- Policy T-35: Appropriate mitigation measures should be taken to address the impact to the City's transportation infrastructure. Contributions
- Policy T-36: Encourage security, maintenance, and cleanliness of pedestrian facilities.
- Policy T-39: Encourage the principles of pedestrian design, whenever possible, on new and existing pedestrian facilities.
- Policy T-40: Encourage the removal and/or maintenance of vegetation that impedes sight lines or the travel surface of pedestrian and bicycle facilities.
- Policy T-41: Whenever practicable require that storm drains, utility boxes and other similar infrastructure on or near road shoulders be located outside of these travel ways. When not practicable, these improvements shall be flush with the travel surface to create a viable pedestrian/bicycle travel lane.
- Policy T-42: Cle Elum seeks to enable, whenever possible, residents to travel more safely and efficiently throughout the City on foot, by bicycle, and by wheelchair.

Parks and Recreation Element

- Goal PR-1: Develop outstanding parks, recreation and open space system in Cle Elum to meet the needs of a diverse community.
- Policy PR-2: Locate facilities and resources where they are accessible to the public.
- Policy PR-8: Where appropriate and practicable provide parks, recreation, and open space facilities that are accessible to all.
- Goal PR-2: Acquire and develop a City-wide, integrated, multiple-use track, trail, and connection system that is functional, safe, and convenient.
- Policy PR-13: Provide for the safe integration of bicycle, pedestrian, equestrian, and motorized multi-use networks where appropriate.
- Policy PR-14: Encourage the development of pedestrian rights-of-way and well lighted trails which can provide safe passage between neighborhoods, schools, commercial, and recreational areas.





2.2 PRACTICES AND DESIGN STANDARDS

This section summarizes a review of the City of Cle Elum Design and Construction Standard Details and the Municipal Code to identify any barriers to accessible design.

The City of Cle Elum primarily addresses pedestrian facilities in their Municipal Code and the Standard Details within the City Design and Construction Standards. There are also policies related to pedestrian facilities in the City Comprehensive Plan.

The policies and standards were reviewed against the Access Board's Proposed Guidelines for Pedestrian Facilities in the Public Right-of-Way, PROWAG 2023 and recommendations were provided to fill gaps as they relate to the ADA.

Practices and design standards that meet accessibility standards are essential to ensure that new or upgraded pedestrian facilities are accessible and therefore reduce the number of accessibility barriers throughout the city.

2.2.1 Method

The Cle Elum Standard Details and Municipal Code were reviewed for compliance with ADA guidelines found in the Public Right-of-Way Accessibility Guidelines: [2023 PROWAG](#).

2.3 EXISTING FACILITIES

The Self-Evaluation inventoried barriers to access as required by ADA Title II Part 35, Subpart D – Program Accessibility § 35.150 (d)(3). Each facility and associated barriers were field inventoried and cataloged. Field data was collected by HLA Engineering and Land Surveying, Inc. (HLA) in 2024.

- Curb Ramps
- Signal Pushbuttons
- Accessible Parking
- Bus Stops
- Crosswalks
- Sidewalks
- Bike/Multi Use Path
- Public Buildings
- Park Accessibility
- Railroad Crossing





2.3.1 Public ROW

Many existing pedestrian features within City of Cle Elum right-of-way contain barriers and require improvements to meet current ADA standards. It is important to note that many of these facilities were constructed before the adoption of current ADA standards, and likely met applicable state and federal standards at the time of construction. Additionally, it is important to note that ADA regulations require facilities to be made accessible to the “maximum extent feasible,” (MEF) in “circumstances when the unique characteristics of terrain prevent the incorporation of accessibility features” (U.S. Department of Justice, 28 CFR § 35.151 New construction and alterations). These circumstances are often a result of adjacent topography or otherwise constrained locations, which are common to the Cle Elum Road system. This plan’s Self-evaluation examined whether facilities were compliant with current ADA design requirements; it did not examine whether noncompliant facilities were built to the maximum extent feasible or practical.

2.3.1.1 Method

The Self-Evaluation identified the following:

- The physical inventory of pedestrian facilities, as shown in the Inventory Maps in Appendix A, included:
 - o 35.77 miles of sidewalk
 - o 693 curb ramps
 - o 38 signal pushbuttons
 - o 364 crosswalks
 - o 13 bus stops
 - o 7 park facilities
 - o 0.79 miles (4153.1 ft) of multi-use path
 - o 4 public buildings
 - o 10 public parking stalls
 - o 2 railroad crossings

Additional details regarding the Self-Evaluation’s findings for curb ramps, sidewalks, and pedestrian pushbuttons is provided in the following sections.

Curb Ramps

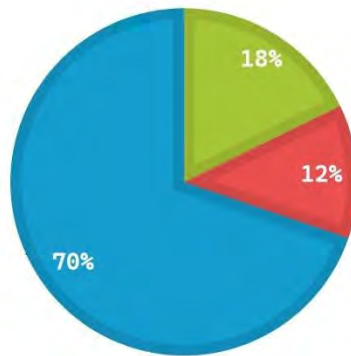
Curb ramps were assessed based on their type, but all followed broad categories including width, slope, clearance, tactile warning surface, and direction of travel. For a curb ramp to pass, it must pass all the listed criteria. The curb ramps in the City of Cle Elum were split between pass and fail. Most failed due to slope of the curb ramp or the absence of a tactile warning strip/damaged tactile warning strip.





DISTRIBUTION OF CURB RAMP ADA STATUS

■ PASS ■ FAIL ■ NONE



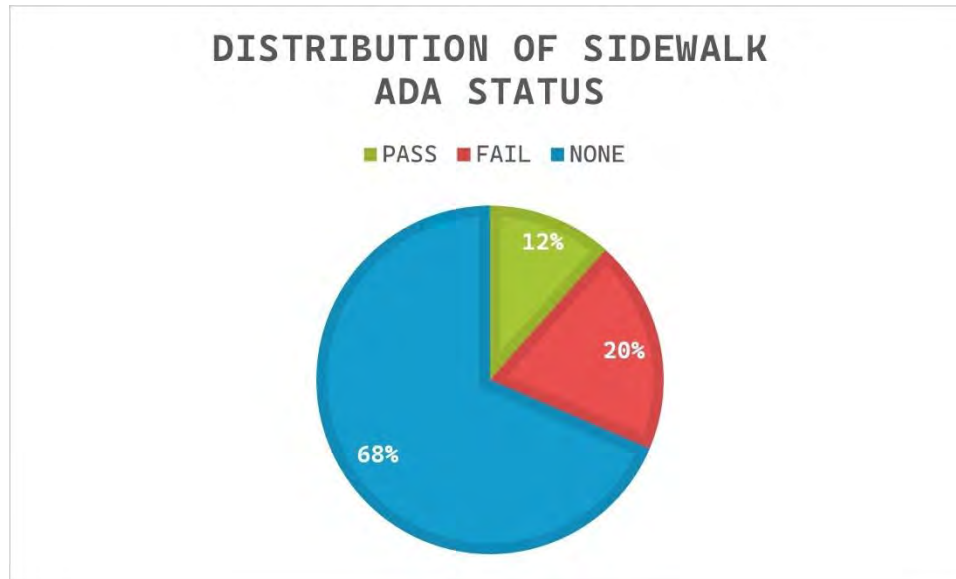
- **Discontinuities:** Level changes of any kind are not allowed in curb ramps (PROWAG R304.5.4).
- **Tactile Warning Surface:** All curb ramps must have a tactile warning surface with a minimum width of 4 feet, or the full width of the ramp, which is located at the bottom of the ramp and the back of the curb. Warning surface shall follow PROWAG R305 which states dome size, dome spacing, and contrast of light-on-dark or dark-on-light (PROWAG R305, 2010 ADA Design Standards).
- **Direction of Travel:** The ramp must be aimed in the direction of the adjacent crosswalk without crossing into roadway and shall be wholly contained within the markings at marked crosswalks (PROWAG R304.5.3, ADA 406, WSDOT ADA Field Guide). Additionally, one curb ramp shall be provided for each crosswalk at an intersection unless physical constraints make compliance infeasible (PROWAG R203.6).
- **Clearance:** Clearance must be provided in the form of a pedestrian access route which connects to the curb ramp (PROWAG R302).
- **Width:** All types of curb ramps must have a width of 48 inches minimum (PROWAG R304.5.1).
- **Perpendicular Curb Ramps:** Perpendicular curb ramps must not exceed a running slope of 8.3% and a cross slope of 2.0%. Flares must not exceed a 10% slope running parallel to the curb. A landing of 48 by 48 inches shall be provided at the top of the ramp with a running slope and cross slope no greater than 2.0% (PROWAG R304.2, WSDOT ADA Field Guide).
- **Parallel Curb Ramps:** Parallel curb ramps shall have a running slope no greater than 8.3% and a cross slope no greater than 2.0%. Landings shall be between the two sides of the ramp and not exceed a running or cross slope of 2.0% (PROWAG R304.3, WSDOT ADA Field Guide).





Sidewalks

Sidewalks were assessed by four main categories including width, slope, heaving, and obstructions. For a section of sidewalk to pass, it must be compliant with all criteria listed within these categories. Where sidewalk was available to be evaluated in the City of Cle Elum, 2/3 of it failed mainly due to slope, heaving, or obstruction. About 1/3 of the sidewalk evaluated passed ADA standards. A large majority of the inventory is made up of areas with no sidewalk present along with a small portion currently under construction.



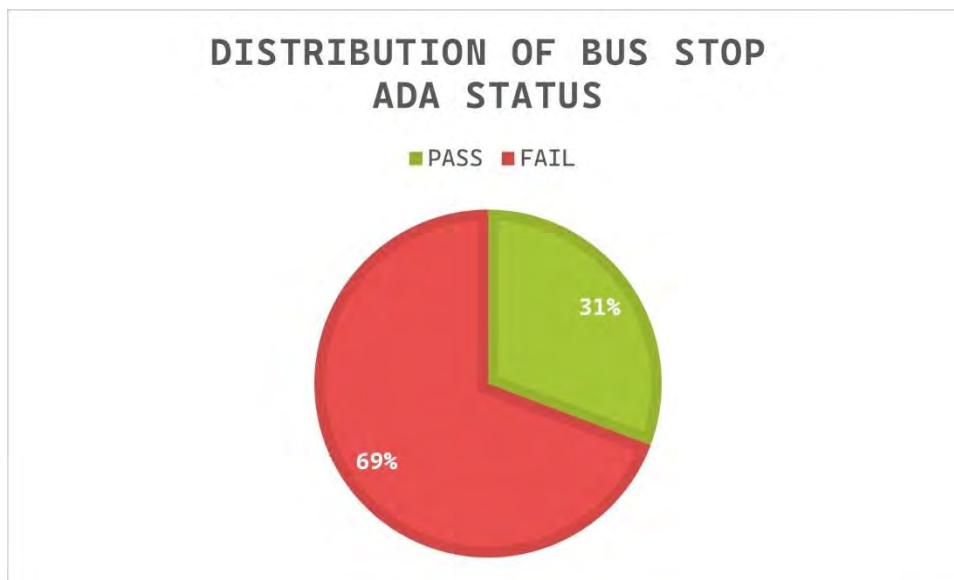
- **Width:** Sidewalks shall maintain a continuous width of 48 inches minimum. Where the path is less than 60 inches, there must be a passing space provided every 200 feet which is 60 inches by 60 inches minimum (PROWAG R302).
- **Slope:** The cross slope of any section of sidewalk shall not be steeper than 1:48 (2.0%) and the running slope shall not exceed the general grade of the adjacent street (PROWAG R302, 2010 ADA Design Standards, 403.3 & WSDOT ADA Field Guide).
- **Heaving:** Heaving shall not exceed $\frac{1}{4}$ inch vertically except in the case of an additional $\frac{1}{4}$ inch that is beveled at a slope no greater than 1:2 (50%) (PROWAG R302, 2010 ADA Design Standards 302 & WSDOT ADA Field Guide). This includes holes, grates and other coverings as well with the long dimension of grate openings running perpendicular to the direction of travel.



- **Obstruction:** Obstructions in the walking path include signs, poles, or other obstacles one might encounter. Non-pole-mounted objects with leading edges greater than 27 inches and less than 80 inches shall not protrude greater than 4 inches horizontally. This also implies that a vertically clear space of 80 inches minimum is required to pass under an object. Post-mounted objects shall overhang 4 inches maximum on either side when located between 27 inches and 80 inches from the ground. Obstructions shall not reduce the required 48-inch width of any pedestrian access route (PROWAG R402, WSDOT ADA Field Guide).

Bus Stops

Bus stops were assessed by two main categories including an accessible route and boarding areas. For a bus stop to pass, it must have passed all the criteria listed within these categories. Three of the thirteen bus stops were up to standard. Nine bus stops in the City of Cle Elum failed due to the absence of a boarding area which met ADA standards. One bus stop was under construction during the time of the evaluation.

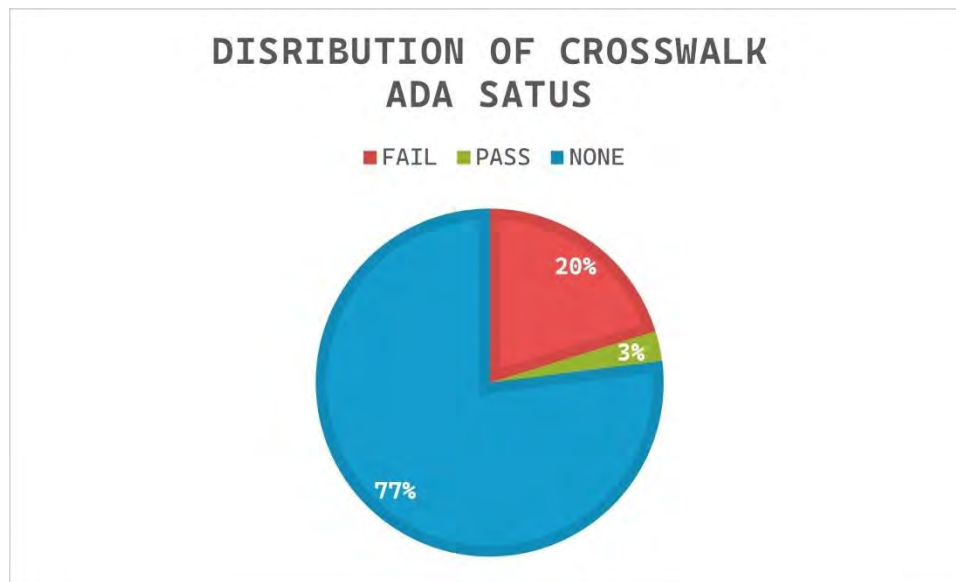


- **Accessible Route:** If bus stops included a bus shelter, an accessible route had to be provided. The running slope of an accessible route shall not be steeper than 1:20 (5.0%) and a cross slope shall not be steeper than 1:48 (2.0%) (PROWAG R302, 2010 ADA Design Standards 402 & 403).
- **Boarding Area:** Boarding areas shall have a firm stable surface that is at least 96 inches long and 60 inches wide and shall not exceed the general slope of the roadway going parallel to it, while perpendicular to the roadway shall not exceed the 2.0% slope (PROWAG R309.1, 2010 ADA Design Standards 810.2-810.4).



Crosswalks

The crosswalks in the City of Cle Elum were assessed on four main categories including the condition of the paint or thermoplastic, the width and length of the individual bars in the crosswalk, the slope of the crosswalk, and where the ADA curb ramp is in conjunction with the crosswalk. For crosswalks to pass, they must meet all requirements listed within these categories. All the crosswalks in the City of Cle Elum failed due to majorly fading paint or chipping in thermoplastic. Since the paint failed first, nothing further was evaluated.

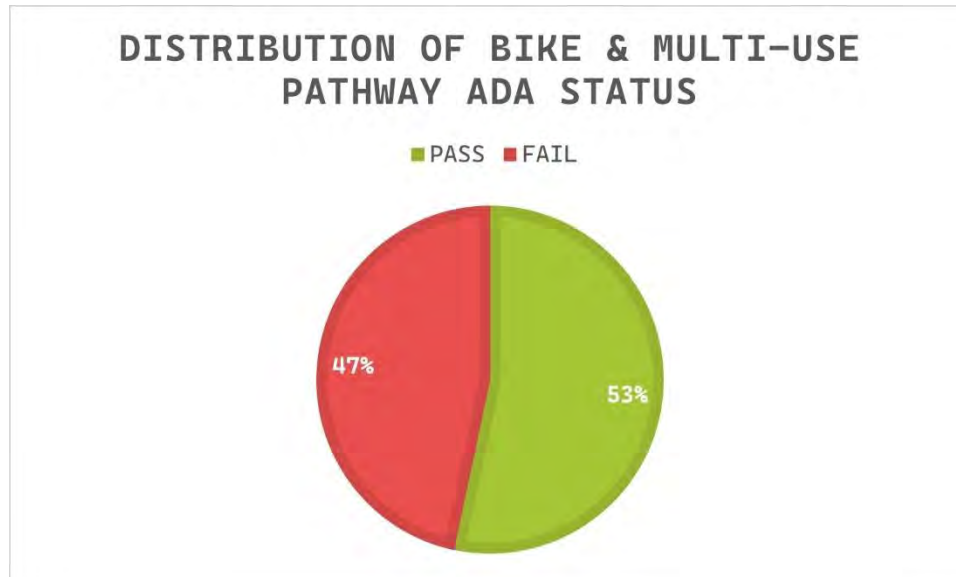


- **Paint or Thermoplastic Condition:** When checking the condition of the paint or thermoplastic, we looked for any fading or cracking visible. If the bars of the crosswalk paint or thermoplastic were faded, chipped, or cracked, the crosswalk failed (WSDOT Standard Plan M-15.10-02)
- **Width and Length of Bars:** Crosswalk length and width of bars were assessed by a 1-2 feet width and a minimum length of 4 feet (WSDOT Standard Plan M-15.10-02).
- **Slope:** Where a crosswalk is located at a stop control device, yield sign, or traffic control signal, the cross slope shall be no greater than 2.1% and the running slope shall be no greater than 5.0% unless the roadway design requires a steeper slope. Where a crosswalk is located at an uncontrolled approach, the cross slope shall be no greater than 5.0% and the running slope shall be no greater than 5.0% unless the roadway design requires a steeper slope at the location of the crosswalk (PROWAG R302)
- **Conjunction with ADA Curb Ramp:** When observing the crosswalk in conjunction with its adjacent ADA curb ramp, the curb ramp must be contained within the markings of the crosswalk (PROWAG 304.5.3, WSDOT ADA Field Guide).



Multi-use Pathway

The multi-use pathway in the City of Cle Elum was assessed on related categories as sidewalk including width, slope, heaving, and obstruction. For a section of multi-use pathway to pass, it must pass all criteria listed within these categories. The only multi-use pathway evaluated in the City of Cle Elum was split between pass and fail. The sections that failed were mostly due to discontinuities in heaving and cracking, and major cross slope.



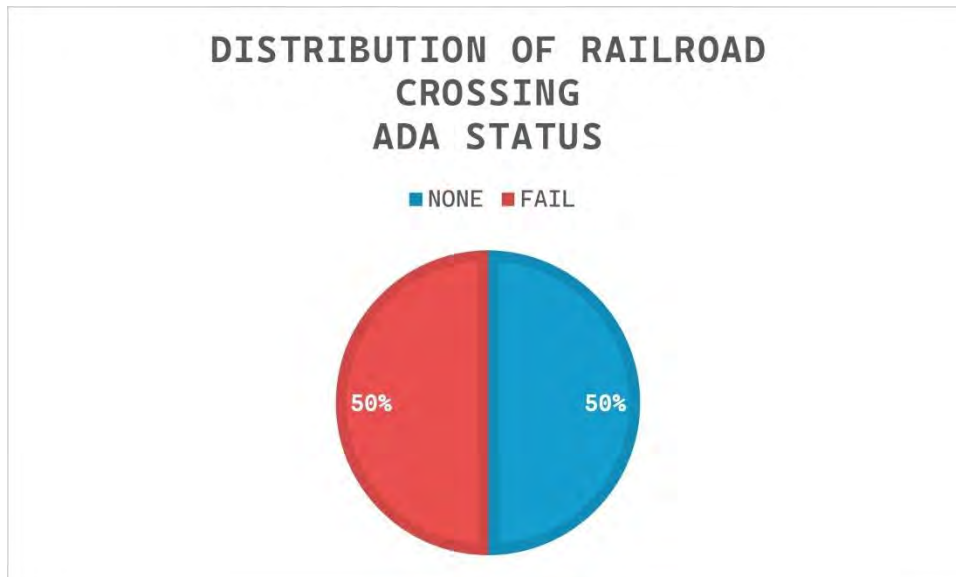
- **Width:** The width of any section of the multi-use pathway shall be a minimum of 48 inches and extend the full width of the path. Passing space shall be provided every 200 feet where the path is less than 60 inches. Passing space shall be 60 inches by 60 inches minimum (PROWAG R302).
- **Slope:** Running slope of any multi-use pathway shall be no more than 5.0% unless the pathway is in a street or highway right of way. In this case, the grade shall not exceed the general grade of the adjacent street or highway (PROWAG R302.4, ADA 403.3 & WSDOT ADA Field Guide).
- **Heaving:** Heaving shall not exceed $\frac{1}{4}$ inch vertically except in the case of an additional $\frac{1}{4}$ inch that is beveled at a slope no greater than 1:2 (50%) (PROWAG R302, 2010 ADA Design Standards 302 & WSDOT ADA Field Guide). This includes holes, grates and other coverings as well with the long dimension of grate openings running perpendicular to the direction of travel. Additionally, grade breaks should be flush.



- **Obstruction:** Obstructions in the path include signs, poles, or other obstacles one might encounter. Non-pole-mounted objects with leading edges greater than 27 inches and less than 80 inches shall not protrude greater than 4 inches horizontally. This also implies that a vertically clear space of 80 inches minimum is required to pass under an object. Post-mounted objects shall overhang 4 inches maximum on either side when located between 27 inches and 80 inches from the ground. Obstructions shall not reduce the required 48-inch width of any pedestrian access route (PROWAG R402, WSDOT ADA Field Guide).

Railroad Crossings

Railroad crossings in the City of Cle Elum were assessed on their respective ADA ramps, the distance from the railroad which they lay, overall condition of the accessible route over the track, and the wheel flange width. Railroads were assessed in parts, one assessment for each corner of the crossing. For a section of the crossing to pass, it had to meet all the criteria listed within the categories. There was only one railroad crossing in the City of Cle Elum to be evaluated on a pass/fail basis and it failed due to no ADA ramp and tactile warning surface.



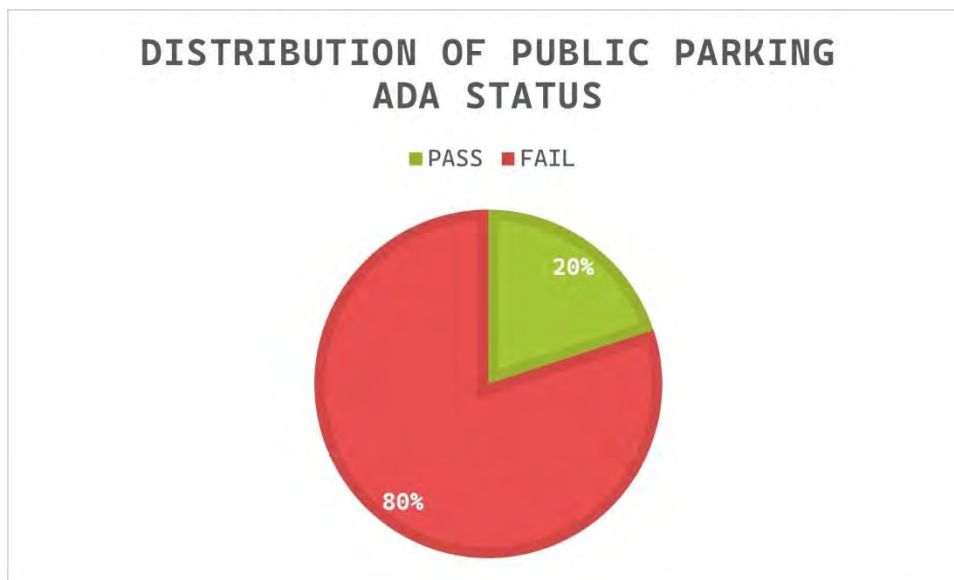
- **ADA Ramp:** At railroad crossings, ADA ramps shall be present when transitioning from sidewalk to railroad crossing. The ramp shall be compliant with ADA standards regarding width and slope, have no discontinuities, be aimed in the direction of travel, and equipped with a tactile warning surface (see Curb Ramps).
- **Distance From Ramp to Railroad:** The distance between the ADA ramp and the railroad shall be no shorter than 6 feet and no greater than 15 feet (WSDOT ADA Field Guide).



- **Condition of Accessible Route:** The condition of the accessible route between the two ADA ramps and over the railroad shall be ADA compliant. In terms of width, the route shall be no less than 48 inches. Cross slope shall be no greater than 2.0%, running slope no greater than 5.0%. Horizontal discontinuities shall be no greater than $\frac{1}{2}$ inch and vertical shall be no greater than $\frac{1}{4}$ inch except in the case of an additional $\frac{1}{4}$ that is beveled at a slope no greater than 1:2. Obstructions in the walking path include signs, poles, or other obstacles one might encounter. Non-pole-mounted objects with leading edges greater than 27 inches and less than 80 inches shall not protrude greater than 4 inches horizontally. This also implies that a vertically clear space of 80 inches minimum is required to pass under an object. Post-mounted objects shall overhang 4 inches maximum on either side when located between 27 inches and 80 inches from the ground (PROWAG R402, ADA 303, ADA 307.3, ADA 403)
- **Wheel Flange Width:** The wheel flange width shall be no greater than $2\frac{1}{2}$ inches (PROWAG R302.6.4, ADA 810.10)

Public-Accessible Parking

Public-accessible parking in the City of Cle Elum was assessed in five main categories including ADA parking symbol, ADA sign, slope of the parking space and accessible aisle, width of the parking space and accessible aisle, and presence of a compliant ADA curb ramp. For an accessible parking spot to pass it must meet all the criteria listed within the categories. Only two of the ten public parking spots passed in the City of Cle Elum. The cause of failure of the eight remaining spots was for several reasons including a failing curb ramp, width of access aisle, slope of access aisle and parking spot, and absence of signage.



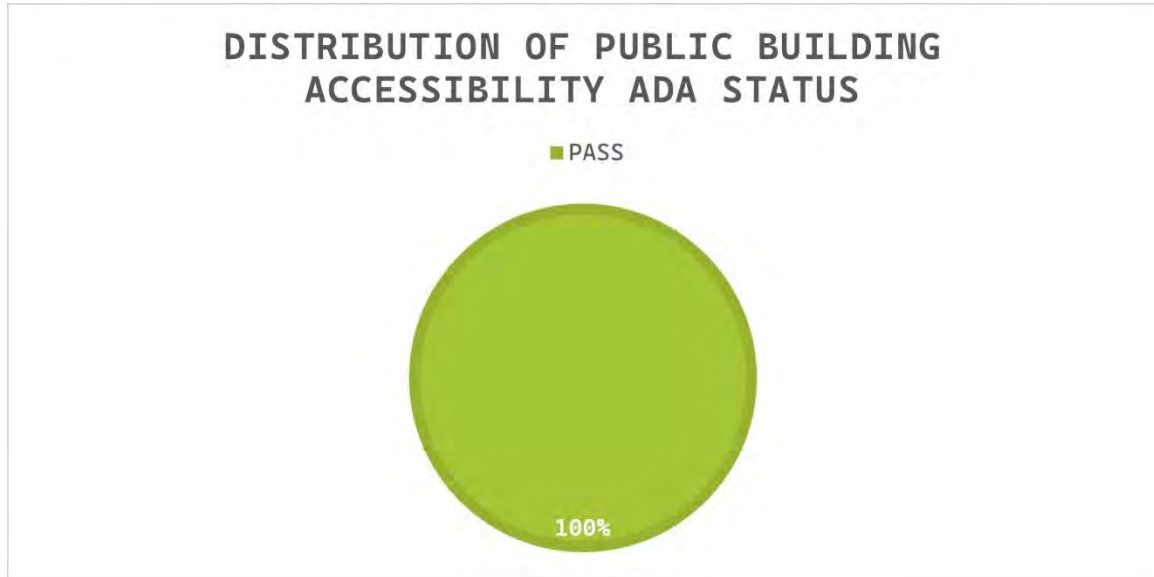


- **ADA Parking Symbol:** An ADA parking symbol shall be painted within the accessible parking spot (WSDOT Standard Plan M-17.10-02). Additionally, the access aisle accompanying a parking spot shall be marked to discourage parking in the aisle (PROWAG R310.5).
- **ADA Sign:** An ADA parking sign shall be present when there are greater than 4 total parking spaces available. Additionally, for every six parking spaces, at least one shall be van accessible (PROWAG R310.5.5, ADA 208.2.4, ADA 502)
- **Slope:** The slope of either the parking space or the access aisle shall be no greater than 2.0% in any direction and shall not have any horizontal or vertical discontinuities (PROWAG R310.5.4, ADA 302, ADA 502).
- **Width and Length:** The width of any car parking space shall be 96 inches minimum. The width of any van parking space shall be 132 inches minimum except in the case when the access aisle is 96 inches minimum, then a van parking space shall be permitted to be 96 inches minimum. The width of any access aisle shall be 60 inches minimum. It is permitted that two car parking spaces share a common accessible aisle that is 60 inches unless one is a van parking space. If such is the case, the access aisle shall be 96 inches minimum. The length of any access aisle shall extend the full length of the parking spot it is serving (PROWAG R310, ADA 502).
- **Curb Ramp:** An ADA curb ramp shall accompany an accessible parking spot and access aisle. The curb ramp must meet the ADA standard listed above, except a curb ramp that is only serving on-street parking is not required to have a tactile warning surface (PROWAG R310.5.3). WSDOT Standard Plan M-17.10-02 includes tactile warning surface.



Access Approaches to Public Buildings

The access approaches to public buildings were assessed by the clear width of the entrance, the slope of the walkway leading to the entrance, and the maneuverable clearance provided to access the entrance. For an access approach to a public building to pass, it must pass all the criteria listed below where applicable. All the access approaches to public buildings that were assessed in the City of Cle Elum passed the ADA criteria.

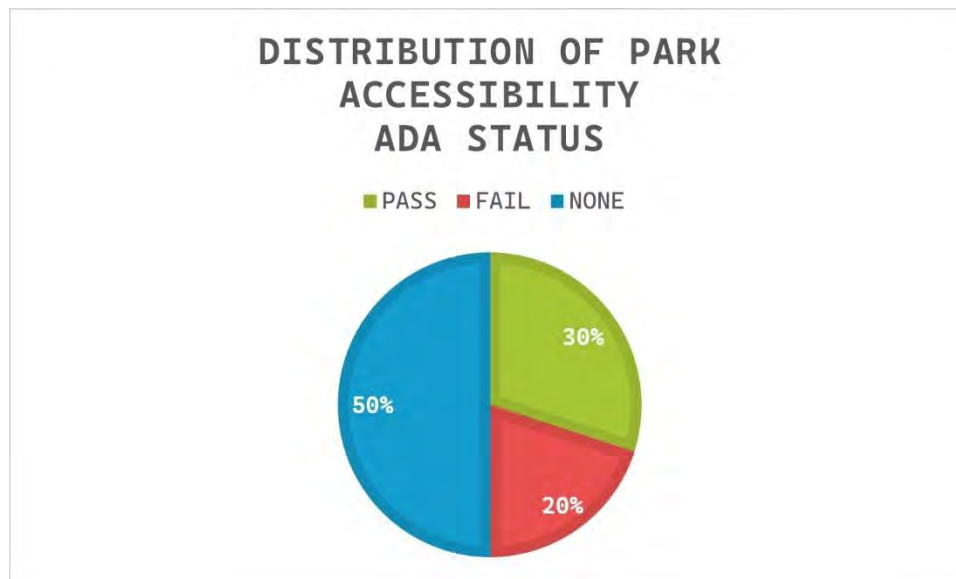


- **Clear Width:** The clear width shall be a minimum of 32 inches measuring from the face of the door to the stop, where the door is open 90 degrees (2010 ADA Design Standards 404.2.3).
- **Slope:** The slope of the walkway leading to the entrance shall have a cross slope no greater than 2.0% and a running slope no greater than 5.0% (PROWAG R302, 2010 ADA Design Standards 403.3). If a ramp is present, the ramp shall have a running slope no greater than 8.3% and a cross slope no greater than 2.0% (PROWAG R302, 2010 ADA Design Standards 405). The maximum rise for any ramp run shall be no greater than 30 inches (PROWAG R407, 2010 ADA Design Standards 405.6).
- **Maneuverable Clearance:** The maneuverable clearance shall extend the full width of the doorway and length of the clearance shall extend out 60 inches on the pull side and 48 inches on the push side (PROWAG R404, 2010 ADA Design Standards 404.2.4). Within this clearance area, the slope in any direction shall not exceed 2.0% (PROWAG R404, 2010 ADA Design Standards 404.2.4.4).



Park Facilities

The park facilities were assessed by the accessible route leading to the play area or other park facilities which can be broken into clear width, vertical clearance, slope, heaving, and obstructions. For a park facility to pass, it must have passed all the criteria listed below where applicable. None of the parks in the City of Cle Elum had an accessible route leading to a play area. Only City Park had a play area which did not have an accessible route leading to it, so that facility failed. Howard Carlin Memorial Trailhead had an accessible route which passed ADA standards. The remaining parks had no accessible routes to assess, so they were marked as None.



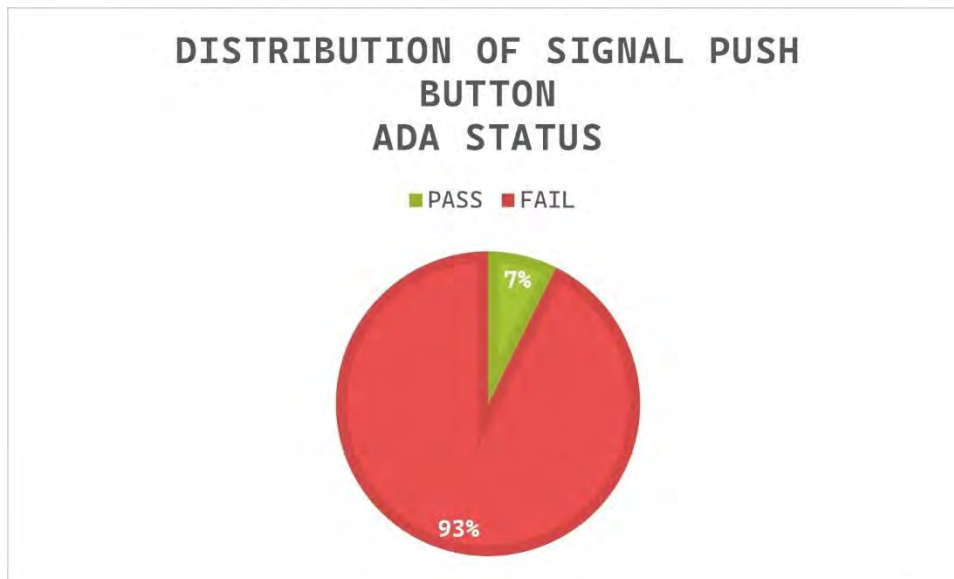
- **Clear Width:** At ground level, the clear width of an accessible route shall be a minimum of 60 inches except in the case of a play area that is less than 100 square feet which the clear area is permitted to be 48 inches minimum and at least one turning space is provided where the route extends past 30 feet. The clear width is also permitted to be 36 inches minimum for a maximum distance of 60 inches provided the reduced segments are separated by 60-inch-wide and 60-inch-long segments (PROWAG R302, 2010 ADA Design Standards 1008.2.4).
- **Vertical Clearance:** The vertical clearance of an accessible path at ground level shall be a minimum of 80 inches (PROWAG R302, 2010 ADA Design Standards 1008.2).
- **Slope:** The running slope shall not exceed 8.3% and the cross slope shall not exceed 2.0% (PROWAG R302, 2010 ADA Design Standards 403).
- **Heaving:** Heaving shall not exceed $\frac{1}{4}$ inch vertically except in the case of an additional $\frac{1}{4}$ inch that is beveled at a slope no greater than 1:2 (50%) (PROWAG R302, 2010 ADA Design Standards 302 & WSDOT ADA Field Guide). This includes holes, grates and other coverings as well with the long dimension of grate openings running perpendicular to the direction of travel.



- **Obstruction:** Obstructions in the walking path include signs, poles, or other obstacles one might encounter. Non-pole-mounted objects with leading edges greater than 27 inches and less than 80 inches shall not protrude greater than 4 inches horizontally. This also implies that a vertically clear space of 80 inches minimum is required to pass under an object. Post-mounted objects shall overhang 4 inches maximum on either side when located between 27 inches and 80 inches from the ground. Obstructions shall not reduce the required 48-inch width of any pedestrian access route (PROWAG R402, WSDOT ADA Field Guide).

Signal Pushbuttons

APS pushbuttons were assessed on the same criteria regardless of whether they were for traffic lights or rapid flashing beacons. The main categories include the assembly, audio, vibration, and location of the button and housing. For an APS pushbutton to pass, it must meet all the requirements listed. All the APS pushbuttons in the City of Cle Elum failed for a variety of reasons listed within the categories.



- **Assembly:** The assembly of the button and housing mainly consists of the control face which shall be parallel to the crosswalk in which it is serving, and the button itself shall have a tactile arrow pointing in the direction of the crosswalk. The button shall also provide a sharp contrast against the housing (PROWAG R307, WSDOT ADA Field Guide).
- **Audio:** There must be an audible sound indicating the “walk” period as well as an audible sound as a locator tone during the “don’t walk” period (PROWAG R307 & R308).
- **Vibration:** APS pushbuttons shall also give off a vibration to indicate the walk interval (PROWAG R307 & R308).



ADA SELF-EVALUATION AND TRANSITION PLAN

- **Location:** Finally, the location of the APS pushbutton is critical. The button shall be within 1½ feet and 10 feet from the curb and no greater than 5 feet from the extended crosswalk line and curb ramp. When mounting the APS pushbutton, it shall be mounted between 15 and 48 inches from the ground. Clear space shall be provided, within reach range of the APS pushbutton, which connects to the crosswalk via sidewalk and/or curb ramp. Clear space shall have maximum running and cross slopes of 2.0%. The reach range shall be no more than 10 inches from the clear space to the pushbutton if it is mounted between 46 to 48 inches, otherwise reach range shall be no more than 24 inches. If more than one APS pushbutton is present at a corner, they must be 10 feet apart minimum (PROWAG R307, WSDOT ADA Field Guide).





CHAPTER 3 – STAKEHOLDER ENGAGEMENT

Public and stakeholder input is an essential element in the transition plan development and self-evaluation processes. ADA implementation regulations require public entities to provide an opportunity to interested persons, including individuals with disabilities or organizations representing individuals with disabilities, to participate in the self-evaluation process and development of the transition plan by submitting comments (28 CFR 35, 105(b) and 28 CFR 35.150(d)(1)).

There were three primary goals for the public outreach activities prior to adopting the plan:

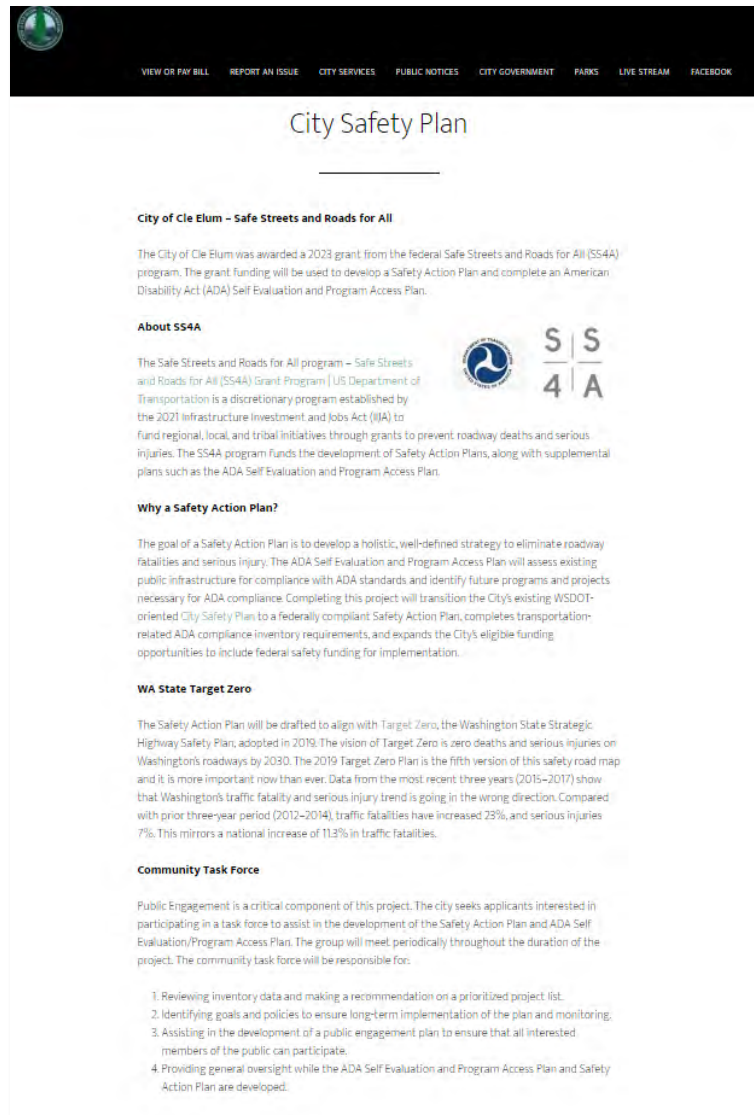
- Inform the public about the City's plan and processes regarding removal of barriers to accessibility within the right-of-way. Provide information to assist interested parties to understand the issues faced by the City, alternatives considered and planned actions.
- Obtain public comment to identify any errors or gaps in the proposed accessibility transition plan for the public rights-of-way, specifically on prioritization and grievance processes.
- Meet Title II requirements for public comment opportunity.

3.1 ENGAGEMENT METHODS

To generate public involvement and capture public feedback on the ADA Transition Plan, the City used several methods:

3.1.1 Project Webpage

A [project webpage](#) was developed to inform residents of the project and to upload new information when made available. The webpage includes information on the federal SS4A grant that funded the plan, alignment with WA State Target Zero Goals, and ways the public can participate.





ADA SELF-EVALUATION AND TRANSITION PLAN

3.1.2 Public Comment and Open House

The draft ADA Self Evaluation and Transition Plan was available for public comment on the City Webpage in November/December 2025. A press release was issued in late November and a .pdf draft of the plan was available for download. No public comments were received prior to finalizing the plan for Council consideration.

The City of Cle Elum held an open house on February 25, 2026, from 2:00-3:00 pm at the Upper Kittitas County Senior Center. An invitation flyer was posted to social media, provided to planning commission and city council, and available at city hall. There was also an article published in the Ellensburg Daily Record that provided a brief synopsis of the Open House and how to provide comment.

While only attended by two members of the public, there was still good discussion regarding street safety, ADA compliance, future infrastructure projects, and implementation.

City Staff and the Consultant team were available to answer questions and provide background information on the Safety Action Plan and ADA Transition Plan. A PowerPoint presentation was provided, which is included in Appendix B.

In addition to the presentation materials, full-size aerial maps were available showing crash locations, arterial streets, and city limits boundaries.

There were no additional written comments received by the consultant team or staff.





3.2 PROCESS FOR REQUESTING ACCOMMODATION

Many people who are blind or have low vision, who are deaf or hard of hearing, or who have other communication disabilities are prevented from participating fully in programs, activities, and services because of communication issues. To address this, Title II requires that communication with people with disabilities be as effective as communication with others. Oftentimes, good communication practices will suffice, such as not turning away when speaking with a person who is hard of hearing or taking the time to listen to a person who has a speech impairment. Other times a public entity needs to provide “auxiliary aids and services” to assure effective communication.

Requests for accommodation can be submitted to Rob Omans, City Administrator.





CHAPTER 4 – BARRIER REMOVAL METHODS AND SCHEDULE

Chapter 4 provides a summary of barrier removal methods and priorities to guide implementation of this plan. This chapter presents a total planning level cost estimate for the removal of existing pedestrian barriers. Finally, a schedule is presented that outlines the steps necessary to achieve compliance with current ADA standards.

4.1 BARRIER REMOVAL METHODS – PUBLIC ROW

Cle Elum has outlined methods for the removal of non-compliant ADA facilities in the public right-of-way.

4.1.1 Planning Level Cost Estimates to Remove Pedestrian Barriers

Unit Prices

Construction costs for upgrading facilities can vary depending on each individual improvement and conditions of each site. Costs can also vary on the type and size of project the improvements are associated with. Listed below are representative cost estimates for some typical accessibility improvements based on if the improvements are included as part of a stand-alone retrofit type project, or as part of a larger comprehensive capital improvement project.

Facility	Stand-Alone Project	Part of Capital Project
Curb Ramp	+/- \$5,500	+/- \$3,000
APS Signal	+/- \$30,000	+/- \$19,000
Sidewalk or Multi-Use Pathway	+/- \$16.00 / SF	+/- \$8.00 / SF
Crosswalk	+/- \$2,000	
ADA Parking	+/- \$2,500	
Bus Stop	\$600	\$375
Railroad Crossing	+/- \$250,000	+/- \$100,000
Public Building or Park Access	+/- \$16.00 / SF	+/- \$8.00 / SF

4.1.2 Planned Capital Improvement Projects

Cle Elum's 6-Year Transportation Improvement Program (TIP) 2026-2031 was adopted on June 24, 2025. The TIP includes 17 projects, three of which have funding secured, the remaining are planned projects. Included within the secured and planned projects are 10 projects that have ADA components in the description, including, but not limited to: general ADA improvements, new sidewalk, roundabout infrastructure, and pedestrian safety improvements. In February 2016, a TIP amendment was processed to include an additional project for downtown revitalization that includes ADA facilities.



Six Year Transportation Improvement Program

From 2026 to 2031

Agency: Cle Elum

County: Kittitas

MPO/RTPO: Quad-Co RTPO

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
09	1	Railroad Street Rehabilitation and Truck Route Pennsylvania Avenue to Peoh Avenue and First Street Full depth reclamation for truck route, curb and gutter, sidewalk, storm drainage, pavement markings, and ADA curb ramps. Truck route to preserve First Street downtown revitalization. From Pennsylvania Avenue to Harris Avenue, improvements only include curb and sidewalks on north side.	WA-10078	06/23/25	06/23/25		2025-015	04	C G P S T W	0.400	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2026	Discretionary	209,500		0	32,700	242,200
P	CN	2027	Discretionary	1,286,900		0	200,900	1,487,800
Totals				1,496,400		0	233,600	1,730,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	209,500	0	0	0	0
CN	0	1,487,800	0	0	0
Totals	209,500	1,487,800	0	0	0

Six Year Transportation Improvement Program
From 2026 to 2031

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N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
07	2	Signalized Intersection Safety Improvements at W First St and Hartwig Blvd W First St and Hartwig Blvd W First St to Hartwig Blvd Install signal upgrades including protected/permitted left turn phasing, radar detection, visibility enhancements, storm drainage, ADA upgrades, and miscellaneous improvements.	WA-16322	06/23/25	06/23/25		2025-015	21		0.010	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	CN	2026	HSIP	293,000		0	0	293,000
Totals				293,000		0	0	293,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
CN	293,000	0	0	0	0
Totals	293,000	0	0	0	0

Six Year Transportation Improvement Program
From 2026 to 2031

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County: Kittitas

MPO/RTPO: Quad-Co RTPO

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
06	3	Stafford Avenue Sidewalk and SR 903 Speed Camera Stafford Avenue Second Street to Third Street Project will construct sidewalk on the east side of Stafford Avenue which has no pedestrian facilities north of Second Street. In addition to the sidewalk project, a speed camera with photo enforcement capabilities will help enforce the speed limit on SR 903 in the vicinity of Cle Elum-Roslyn schools. Project is fully funded with federal funds utilizing Toll Credits for local match.	WA-15855	06/23/25	06/23/25		2025-015	28		0.050	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	CN	2026	TA(R)	161,470		0	0	161,470
Totals				161,470		0	0	161,470

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
CN	161,470	0	0	0	0
Totals	161,470	0	0	0	0

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County: Kittitas

MPO/RTPO: Quad-Co RTPO

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
05	4	First Street and Oakes Avenue Resurfacing First Street and Oakes Avenue Oakes Avenue to Peoh Avenue Mill and overlay on First Street from Oakes Avenue to Peoh Avenue, and along Oakes Avenue from First Street to Second Street, and pavement markings.	WA-16347	06/23/25	06/23/25		2025-015	05		0.500	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	CN	2026	STBG(R)	622,214		0	97,108	719,322
Totals				622,214		0	97,108	719,322

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
CN	719,322	0	0	0	0
Totals	719,322	0	0	0	0

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N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
05	5	Chipseal, major street locations; 4-year cycles to Chipseal and sweep at the following locations: First Street Second Street Third Street Stafford Ave/Hartwig Blvd. Oakes Ave. Montgomery Ave. Columbia Ave.	WA-08105	06/23/25	06/23/25		2025-015	05		5.300	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	ALL	2026		0		0	259,500	259,500
Totals				0		0	259,500	259,500

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
ALL	259,500	0	0	0	0
Totals	259,500	0	0	0	0

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N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
07	6	Citywide Active Transportation Connector Second Street Wright Avenue to Montgomery Avenue Multi use pedestrian pathway	WA-14342	06/23/25	06/23/25		2025-015	28	C G P S T W	0.300	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2026	Discretionary	10,000		0	0	10,000
P	CN	2027	Discretionary	1,090,000		0	0	1,090,000
Totals				1,100,000		0	0	1,100,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	10,000	0	0	0	0
CN	0	1,090,000	0	0	0
Totals	10,000	1,090,000	0	0	0

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Agency: Cle Elum

County: Kittitas

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N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
05	7	Roslyn CR-W First Street Bridge Replacement Stafford Avenue to End of Bridge Full replacement of the First Street Bridge over Crystal (Roslyn) Creek including two vehicular travel lanes, sidewalks on both sides, and single-slope concrete barriers to improve safety and ADA accessibility.	WA-16524	06/23/25	06/23/25		2025-015	11		0.010		No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2026	FBP	421,650		0	0	421,650
P	CN	2027	FBP	2,580,500		0	0	2,580,500
Totals				3,002,150		0	0	3,002,150

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	421,650	0	0	0	0
CN	0	2,580,500	0	0	0
Totals	421,650	2,580,500	0	0	0

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N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
05	8	Pine Street and First Street Intersection Improvements to Construct a roundabout at the intersection of Pine Street and First Street.	WA-13584	06/23/25	06/23/25		2025-015	04	C G P S T W		CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	ALL	2026		0		0	970,000	970,000
Totals				0		0	970,000	970,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
ALL	970,000	0	0	0	0
Totals	970,000	0	0	0	0

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N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
06	9	Stafford Avenue Sidewalks Stafford Avenue Third Street to Reed Street Construct new sidewalk on the west side of the road.	WA-16499	06/23/25	06/23/25		2025-015	28				No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2026		0	TIB	24,200	0	24,200
P	CN	2027		0	TIB	205,800	0	205,800
Totals				0		230,000	0	230,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	24,200	0	0	0	0
CN	0	205,800	0	0	0
Totals	24,200	205,800	0	0	0

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N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
09	10	Chipseal, local access streets; 8-year cycles to Chipseal and sweep the following locations: Deer Meadow Dr. Cottage Ave. Garden St. Short Ave. Floral Ave. Kerman Ave. Yakima Ave. Teaway Ave. Peoh Ave. Bullitt Ave. Wright Ave. Harris Ave. Pennsylvania Ave. Billings Ave. Rossetti Way/Reed St. Shober Way Roslyn Place Alpha Way Stewart View Dr. Ranger Station Rd. Douglas Munro Blvd. Reed St. Steiner St. Park St. Sixth St. Fifth St. Fourth St. Railroad Ave. Third St. Grant Ave. Washington St. Broadway Ave. Lincoln Ave. Cleveland Ave. Madison St.	WA-08102	06/23/25	06/23/25		2025-015	05		10.820	CE	No

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County: Kittitas

MPO/RTPO: Quad-Co RTPO

N Inside

Y Outside

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	ALL	2027		0		0	540,000	540,000
Totals				0		0	540,000	540,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
ALL	0	540,000	0	0	0
Totals	0	540,000	0	0	0

Six Year Transportation Improvement Program
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N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
07	11	Second Street Resurfacing Reed Street to Pennsylvania Ave. 2-inch grind and overlay	WA-15890	06/23/25	06/23/25		2025-015	05		0.090		No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	ALL	2027	STBG	450,000		0	0	450,000
Totals				450,000		0	0	450,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
ALL	0	450,000	0	0	0
Totals	0	450,000	0	0	0

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N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
07	12	Second Street Resurfacing Pennsylvania Ave. to Short Ave. 2-inch grind and overlay	WA-15177	06/23/25	06/23/25		2025-015	05		1.060	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	ALL	2027		0	TIB	1,045,000	55,000	1,100,000
Totals				0		1,045,000	55,000	1,100,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
ALL	0	1,100,000	0	0	0
Totals	0	1,100,000	0	0	0

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N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
05	13	Ranger Station Road and Miller Avenue and Second Street Intersection Improvements to Construct a roundabout at the intersection of Ranger Station Road and Miller Avenue and Second Street.	WA-13582	06/23/25	06/23/25		2025-015	01	C G P S T W		CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	ALL	2028		0		0	1,778,340	1,778,340
Totals				0		0	1,778,340	1,778,340

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
ALL	0	0	1,778,340	0	0
Totals	0	0	1,778,340	0	0

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N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
09	14	Railroad Street Truck Route Extension Railroad Street Peoh Avenue to Columbia Avenue Construct roadway extension for truck route including roadside swales.	WA-12020	06/23/25	06/23/25		2025-015	01	C G P S T W	0.480	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2028		0		0	170,000	170,000
P	RW	2029		0		0	140,400	140,400
P	CN	2030		0		0	1,545,000	1,545,000
Totals				0		0	1,855,400	1,855,400

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	170,000	0	0
RW	0	0	0	140,400	0
CN	0	0	0	0	1,545,000
Totals	0	0	170,000	140,400	1,545,000

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N Inside

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Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
07	15	Second Street Pathway - Phase 3 Second Street Montgomery Avenue to Short Avenue Multi use pedestrian pathway	WA-14343	06/23/25	06/23/25		2025-015	28	C G P S T W	0.590	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2029	Discretionary	10,000		0	0	10,000
P	CN	2029	Discretionary	1,490,000		0	0	1,490,000
Totals				1,500,000		0	0	1,500,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	10,000	0
CN	0	0	0	1,490,000	0
Totals	0	0	0	1,500,000	0

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N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
07	16	Third Street Reconstruction Third Street Stafford Avenue to Short Avenue Full depth reclamation of the roadway.	WA-16501	06/23/25	06/23/25		2025-015	05		1.350		No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	ALL	2031		0	TIB	3,851,000	0	3,851,000
Totals				0		3,851,000	0	3,851,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
ALL	0	0	0	0	3,851,000
Totals	0	0	0	0	3,851,000



Six Year Transportation Improvement Program

From 2026 to 2031

Agency: Cle Elum

County: Kittitas

MPO/RTPO: Quad-Co RTPO

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
05	17	Pine Street and Second Street Intersection Improvements to Construction a roundabout at the intersection of Pine Street and Second Street.	WA-16525	06/23/25	06/23/25		2025-015	01	C G P S T W			No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	ALL	2031		0		0	760,000	760,000
Totals				0		0	760,000	760,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
ALL	0	0	0	0	760,000
Totals	0	0	0	0	760,000

	Federal Funds		State Funds	Local Funds	Total Funds
Grand Totals for Cle Elum	8,625,234		5,126,000	6,548,948	20,300,182

Six Year Transportation Improvement Program
From 2026 to 2031

Agency: Cle Elum

County: Kittitas

MPO/RTPO: Quad-Co RTPO

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
09	1	Downtown Revitalization Railroad Street Pennsylvania Avenue to Peoh Avenue and First Street Full depth reclamation, curb and gutter, sidewalk, storm drainage, pavement markings, and ADA curb ramps. Improvements will preserve First Street downtown revitalization. From Pennsylvania Avenue to Harris Avenue, improvements only include curb and sidewalks on north side.	WA-10078	06/23/25	06/23/25	02/10/26	2025-015	04	C G P S T W	0.400	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	PE	2026	Discretionary	225,000		0	35,116	260,116
S	CN	2027	Discretionary	1,275,000		0	198,988	1,473,988
Totals				1,500,000		0	234,104	1,734,104

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	260,116	0	0	0	0
CN	0	1,473,988	0	0	0
Totals	260,116	1,473,988	0	0	0

	Federal Funds		State Funds	Local Funds	Total Funds
Grand Totals for Cle Elum	1,500,000		0	234,104	1,734,104



4.1.3 Operations and Maintenance

Cle Elum adopted its Complete Streets Ordinance (CEMC Ch. 10.40) on August 9, 2016. The purpose statement reads:

“The City of Cle Elum shall, to the maximum extent practical, scope, plan, design, construct, operate and maintain appropriate facilities for the safe accommodation of pedestrians, bicyclists, transit users, motorists, emergency responders, freight, and users of all ages and abilities in all new construction, retrofit, or reconstruction projects. Through ongoing operations and maintenance, the City of Cle Elum shall identify cost-effective opportunities to include complete streets practices.”

4.1.4 Permitted Development

New private development projects in Cle Elum are required to install and/or upgrade public improvements when required by the municipal code and adopted construction standards.

4.1.5 Entire Jurisdiction

Based on the results of the self-evaluation, the estimated costs associated with providing ADA accessibility within the entire jurisdiction is between \$8.7 – \$17.5 million, depending on the project and how it may be packaged with a broader capital project. This amount signifies a significant investment that Cle Elum is committed to making in the upcoming years, depending on available funding. A systematic approach to providing accessibility will be taken in order to absorb the cost into the Cle Elum budget for improvements to the public right of way.

4.1.6 Barrier Removal Funding

Potential Funding Sources

There are several potential local, state and federal funding sources available for ADA projects.

- [Community Development Block Grant \(CDBG\)](#)
- [Surface Transportation Block Grant Program \(STBG\)](#)
- [Transportation Improvement Board \(TIB\)](#)
- [WSDOT Active Transportation Funding](#)
 - o Safe Routes to School (SRTS)
 - o Pedestrian and Bicycle Program
 - o Sandy Williams Connecting Communities Program
- [Recreation and Conservation Office \(RCO\)](#) – Park Facilities only
- [USDA Rural Development](#)





CHAPTER 5 – RECOMMENDATIONS AND NEXT STEPS

This chapter provides a set of recommendations intended to inform you about the implementation of this Transition Plan and ongoing removal of pedestrian barriers. Recommendations are not presented in priority order and represent short-term and long-term Transition Plan implementation work plan tasks.

5.1 PRIORITY AREAS

Based on the results of the self-evaluation, the estimate costs associated with eliminating accessibility barriers within the targeted priority areas are below. The cost estimates include two categories including stand-alone projects and implementation as part of a larger capital construction project.

Stand-alone projects would consist of both individual city projects that only construct the noted improvements, along with private development projects that would require frontage improvements. For example, a new subdivision will require new ADA compliant facilities internally and on the frontage road. Larger capital projects such as a complete roadway re-build can benefit from reduced rates for larger quantities and extensive mobilization.

Cle Elum has identified specific locations as priority areas for planned accessibility improvement projects. These areas have been selected due to their proximity to specific land uses such as schools, government offices and medical facilities, as well as from the receipt of public comments. The priority areas as identified in the self-evaluation are as follows:

TABLE 5-1 WEST 2 ND STREET VICINITY						
Inventory	Stand-Alone Project	Qty	Total	Part of Capital Project	Qty	Total
Curb Ramp (ea)	\$ 5,500.00	70	\$ 385,000.00	\$ 3,000.00	70	\$ 210,000.00
APS Signal (ea)	\$ 30,000.00	3	\$ 90,000.00	\$ 19,000.00	3	\$ 57,000.00
Sidewalk (s.f.)	\$ 16.00	92,810	\$ 1,484,960.00	\$ 8.00	92,810	\$ 742,480.00
Pathway (s.f.)	\$ 16.00	0	\$ -	\$ 8.00	0	\$ -
Crosswalk (ea)	\$ 2,000.00	43	\$ 86,000.00	\$ 2,000.00	43	\$ 86,000.00
ADA Parking (ea)	\$ 2,500.00	0	\$ -	\$ 2,500.00	0	\$ -
Public Building (s.f.)	\$ 16.00	0	\$ -	\$ 8.00	0	\$ -
Park Access (s.f.)	\$ 16.00	50	\$ 800.00	\$ 8.00	50	\$ 400.00
Bus Stop (ea)	\$ 600.00	0	\$ -	\$ 375.00	0	\$ -
RR Crossing (ea)	\$ 250,000.00	0	\$ -	\$ 100,000.00	0	\$ -
			\$ 2,046,760.00			\$ 1,095,880.00

The West 2nd Street Vicinity priority area was identified for its connection to the 2nd Street Pathway that continues west towards the High School. Connectivity from neighborhoods to parks, trails, and schools is an important factor for many grant programs. The area also includes City Park and several neighborhoods that do not have any ADA facilities.



CITY OF CLE ELUM ADA TRANSITION PLAN INVENTORY MAP SERIES



LEGEND

CROSSWALKS

- + FAIL (13)
- + NONE (48)

SIGNAL PUSH BUTTONS

- FAIL (3)

CURB RAMP

- PASS (13)
- FAIL (11)
- NONE (93)

PUBLIC PARKING

- ▭ FAIL (2)

SIDEWALKS_TOTAL

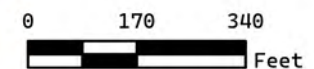
- PASS (18,460FT)
- FAIL (39,041FT)
- NONE (134,757FT)

PARK ACCESSABILITY

- PASS (1)
- FAIL (1)
- NONE (1)

COUNTY COVER

- ▭ Kittitas County





ADA SELF-EVALUATION AND TRANSITION PLAN

TABLE 5-2 OAKES AVENUE VICINITY

Inventory	Stand-Alone Project	Qty	Total	Part of Capital Project	Qty	Total
Curb Ramp (ea)	\$ 5,500.00	74	\$ 407,000.00	\$ 3,000.00	74	\$ 222,000.00
APS Signal (ea)	\$ 30,000.00	10	\$ 300,000.00	\$ 19,000.00	10	\$ 190,000.00
Sidewalk (s.f.)	\$ 16.00	74330	\$ 1,189,280.00	\$ 8.00	74330	\$ 594,640.00
Pathway (s.f.)	\$ 16.00	0	\$ -	\$ 8.00	0	\$ -
Crosswalk (ea)	\$ 2,000.00	62	\$ 124,000.00	\$ 2,000.00	62	\$ 124,000.00
ADA Parking (ea)	\$ 2,500.00	4	\$ 10,000.00	\$ 2,500.00	4	\$ 10,000.00
Public Building (s.f.)	\$ 16.00	0	\$ -	\$ 8.00	0	\$ -
Park Access (s.f.)	\$ 16.00	100	\$ 1,600.00	\$ 100.00	20	\$ 2,000.00
Bus Stop (ea)	\$ 600.00	9	\$ 5,400.00	\$ 375.00	9	\$ 3,375.00
RR Crossing (ea)	\$ 250,000.00	4	\$ 1,000,000.00	\$ 100,000.00	4	\$ 400,000.00
			\$ 3,037,280.00			\$ 1,546,015.00

The Oakes Avenue vicinity includes some of the core downtown area of the City and is one of the primary entrances from I-82. Much of the 1st Street corridor saw significant upgrades in recent years, but many of the side streets that connect to Oakes Ave and 1st Street are lacking ADA compliant facilities, which are necessary to have a walkabout downtown.



CITY OF CLE ELUM ADA TRANSITION PLAN INVENTORY MAP SERIES



LEGEND

CROSS WALKS

- + FAIL (36)
- + NONE (26)

SIGNAL PUSHBUTTONS

- PASS (2)
- FAIL (10)

CURB RAMP

- PASS (43)
- FAIL (31)
- NONE (43)

RAILROAD CROSSING

- ✗ FAIL (4)

PUBLIC PARKING

- PASS (2)
- FAIL (4)

PARK ACCESSABILITY

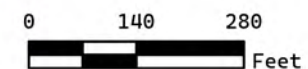
- PASS (1)
- NONE (2)

PUBLIC BUILDINGS

- PASS (3)

SIDEWALKS

- PASS (8,307FT)
- FAIL (7,238FT)
- NONE (7,628FT)





ADA SELF-EVALUATION AND TRANSITION PLAN

TABLE 5-3 BULLITT AVENUE VICINITY						
Inventory	Stand-Alone Project	Qty	Total	Part of Capital Project	Qty	Total
Curb Ramp (ea)	\$ 5,500.00	83	\$ 456,500.00	\$ 3,000.00	83	\$ 249,000.00
APS Signal (ea)	\$ 30,000.00	2	\$ 60,000.00	\$ 19,000.00	2	\$ 38,000.00
Sidewalk (s.f.)	\$ 16.00	85,740	\$ 1,371,840.00	\$ 8.00	85,740	\$ 685,920.00
Pathway (s.f.)	\$ 16.00	0	\$ -	\$ 8.00	0	\$ -
Crosswalk (ea)	\$ 2,000.00	54	\$ 108,000.00	\$ 2,000.00	54	\$ 108,000.00
ADA Parking (ea)	\$ 2,500.00	1	\$ 2,500.00	\$ 2,500.00	1	\$ 2,500.00
Public Building (s.f.)	\$ 16.00	0	\$ -	\$ 8.00	0	\$ -
Park Access (s.f.)	\$ 16.00	0	\$ -	\$ 8.00	0	\$ -
Bus Stop (ea)	\$ 600.00	0	\$ -	\$ 375.00	0	\$ -
RR Crossing (ea)	\$ 250,000.00	0	\$ -	\$ 100,000.00	0	\$ -
			\$ 1,998,840.00			\$ 1,083,420.00

The area around Bullitt Avenue contains a mixture of commercial, residential, and service uses. As with the Oakes Avenue area, many of the connections to the recently constructed upgrades to 1st Street are non-compliant. Focusing on the neighborhoods and blocks around Bullitt Avenue will provide greater connection to businesses and services on 1st Street.



CITY OF CLE ELUM ADA TRANSITION PLAN INVENTORY MAP SERIES



LEGEND

CROSSWALKS

- + PASS (10)
- + FAIL (17)
- + NONE (37)

SIGNAL PUSH BUTTONS

- FAIL (2)

CURB RAMPS

- PASS (32)
- FAIL (10)
- NONE (73)

PUBLIC PARKING

- FAIL (1)

SIDEWALKS

- PASS (6,995FT)
- FAIL (11,299FT)
- NONE (5,849FT)

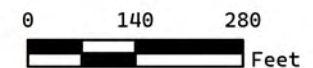




TABLE 5-4 SOUTH CLE ELUM WAY VICINITY

Inventory	Stand-Alone Project	Qty	Total	Part of Capital Project	Qty	Total
Curb Ramp (ea)	\$ 5,500.00	14	\$ 77,000.00	\$ 3,000.00	14	\$ 42,000.00
APS Signal (ea)	\$ 30,000.00	4	\$ 120,000.00	\$ 19,000.00	4	\$ 76,000.00
Sidewalk (s.f.)	\$ 16.00	44630	\$ 714,080.00	\$ 8.00	44630	\$ 357,040.00
Pathway (s.f.)	\$ 16.00	0	\$ -	\$ 8.00	0	\$ -
Crosswalk (ea)	\$ 2,000.00	13	\$ 26,000.00	\$ 2,000.00	13	\$ 26,000.00
ADA Parking (ea)	\$ 2,500.00	0	\$ -	\$ 2,500.00	0	\$ -
Public Building (s.f.)	\$ 16.00	0	\$ -	\$ 8.00	0	\$ -
Park Access (s.f.)	\$ 16.00	0	\$ -	\$ 8.00	0	\$ -
Bus Stop (ea)	\$ 600.00	0	\$ -	\$ 375.00	0	\$ -
RR Crossing (ea)	\$ 250,000.00	4	\$ 1,000,000.00	\$ 100,000.00	4	\$ 400,000.00
			\$ 1,937,080.00			\$ 901,040.00

South Cle Elum Way provides the only connection point between the north and south areas of the City. The entire route has no facilities for pedestrians or cyclists, which limits access between the residential and park uses to the south and commercial areas in the north.



CITY OF CLE ELUM ADA TRANSITION PLAN INVENTORY MAP SERIES



LEGEND

CROSSWALKS

- + FAIL (4)
- + NONE (9)

SIGNAL PUSH BUTTONS

- FAIL (4)

CURB RAMPS

- PASS (1)
- FAIL (5)
- NONE (9)

RAILROAD CROSSINGS

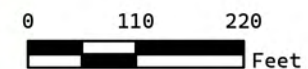
- X NONE (4)

STATUS

- PASS (952FT)
- FAIL (860FT)
- NONE (8,066FT)

COUNTY COVER

- Kittitas County





5.2 EXTERNAL AGENCY COORDINATION

Other agencies are responsible for pedestrian facilities within and adjacent to the City of Cle Elum. The city will coordinate with Kittitas County and WSDOT, as necessary, to track and assist in the facilitation of the elimination of accessibility barriers along their routes.

5.3 SCHEDULE

Cle Elum has set the following schedule goals for improving the accessibility of its pedestrian facilities within the city's jurisdiction:

- ADA improvements will be made consistent with planned and ongoing street improvement projects, as amended annually in the 6-year Transportation Improvement Program (TIP).
- Additional improvements will be made in conjunction with new private projects that require frontage improvements and/or when additional funding opportunities come available.

5.4 METHODOLOGY

Cle Elum will utilize two methods for upgrading pedestrian facilities to the current ADA standards. The first and most comprehensive of the two methods are the scheduled street and utility improvement projects. All pedestrian facilities impacted by these projects will be upgraded to current ADA accessibility standards. The second method is the stand-alone sidewalk and ADA accessibility improvement project. These projects will be incorporated into the 6-year TIP, on a case-by-case basis as determined by Cle Elum staff. The 6-year TIP, which includes a detailed schedule and budget for specific improvements, is included in Section 4.12





CHAPTER 6 – APPENDIX



CHAPTER 6 – APPENDIX

- A. Maps of ADA Compliance Inventory
- B. Public Comment
- C. Grievance Procedure
- D. Contact Information
- E. Agency ADA Design Standards and Procedures
- F. Glossary of Terms

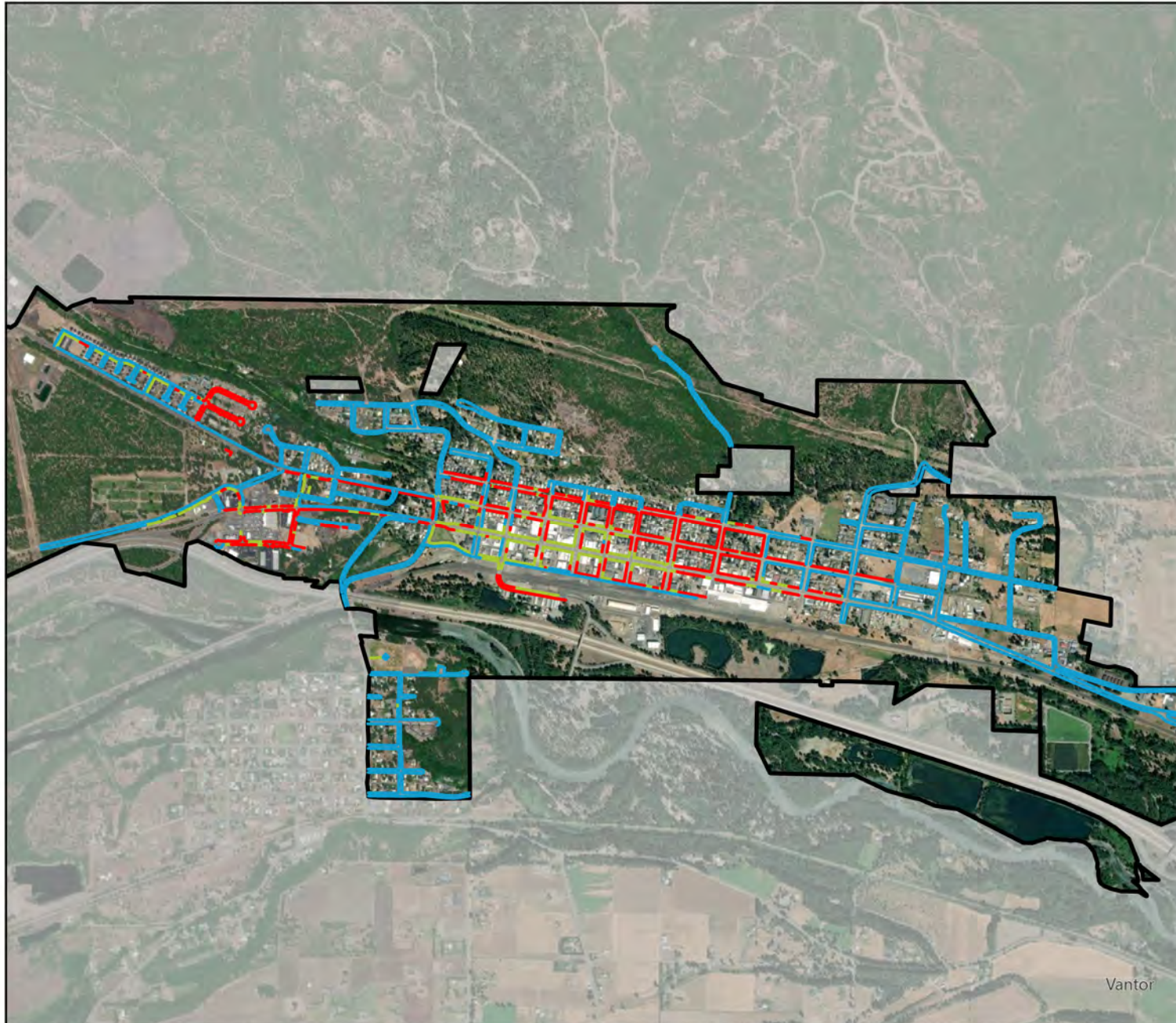




CHAPTER 6 – APPENDIX A

Maps of ADA Compliance Inventory

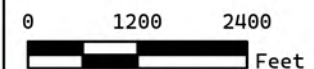
CITY OF CLE ELUM
ADA TRANSITION PLAN
INVENTORY MAP SERIES



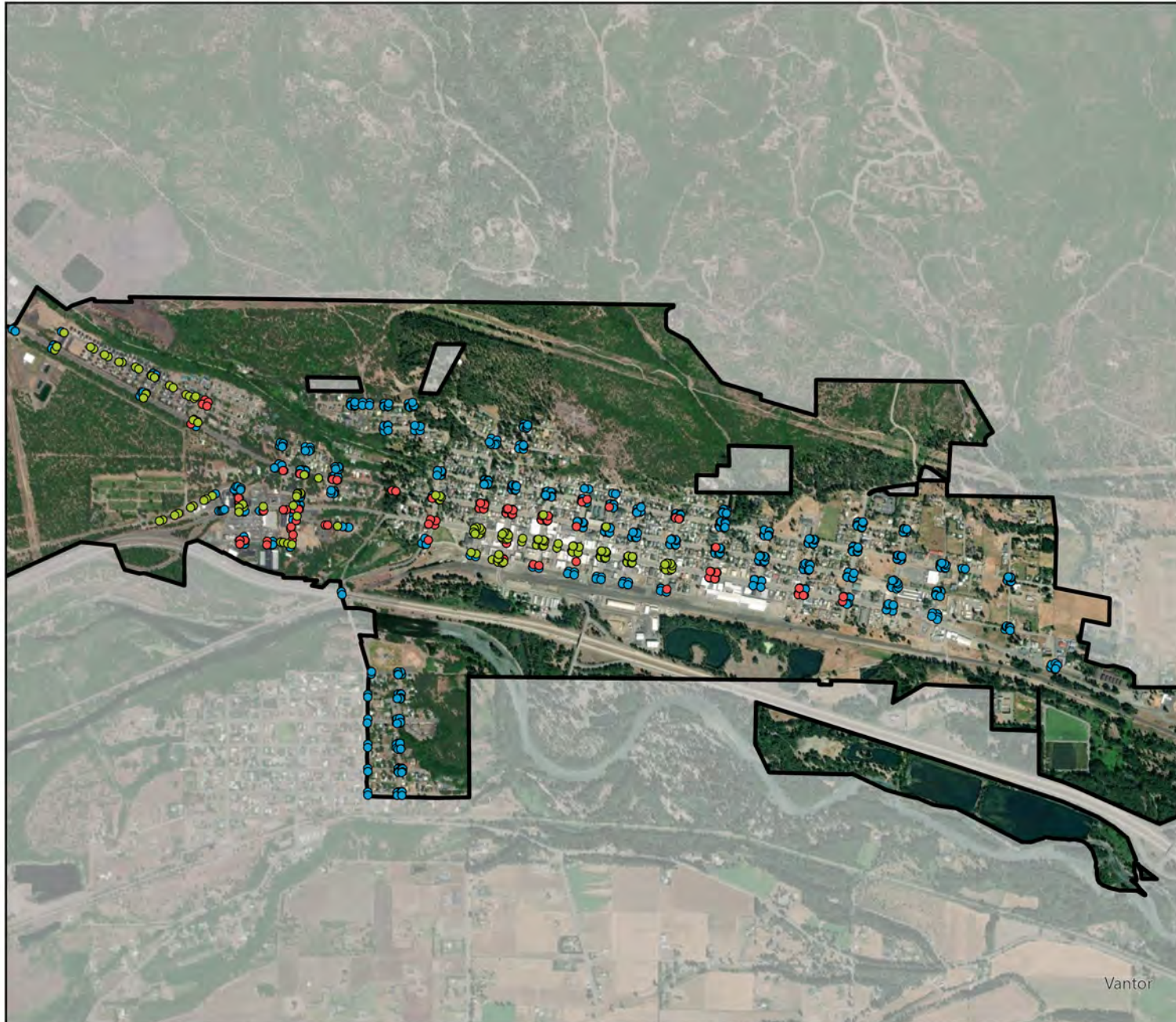
LEGEND

SIDEWALKS

- PASS (18,460FT)
- FAIL (39,041FT)
- NONE (134,757FT)
- KITTITAS COUNTY



CITY OF CLE ELUM
ADA TRANSITION PLAN
INVENTORY MAP SERIES



LEGEND

CURB RAMPS

- PASS (123)
- FAIL (86)
- NONE (482)

KITTITAS COUNTY

0 1200 2400
Feet



CITY OF CLE ELUM
ADA TRANSITION PLAN
INVENTORY MAP SERIES



LEGEND

SIGNAL PUSH BUTTONS

● PASS (2)

● FAIL (25)

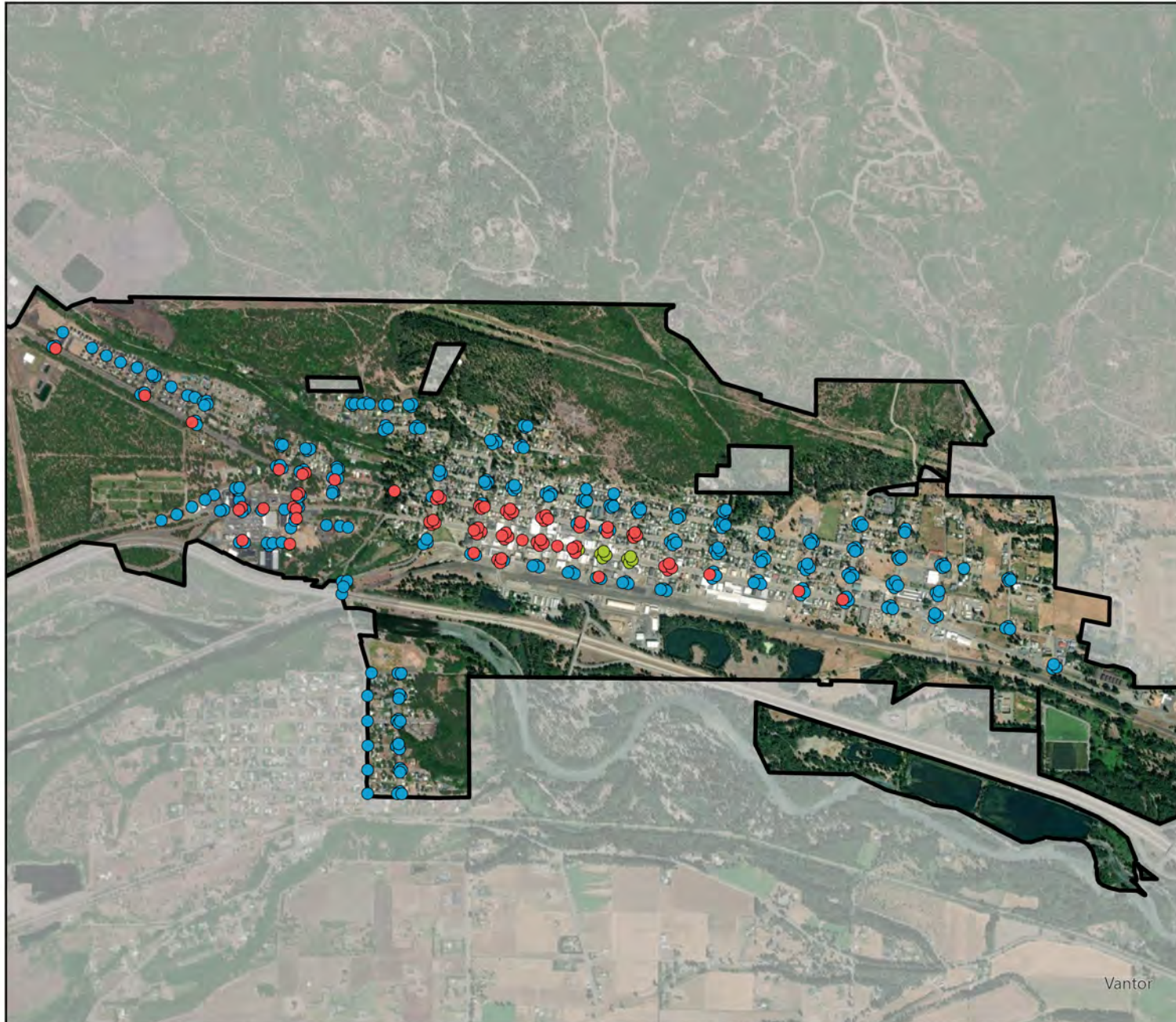
■ KITTITAS COUNTY

0 1200 2400
Feet



Vantor

CITY OF CLE ELUM
ADA TRANSITION PLAN
INVENTORY MAP SERIES

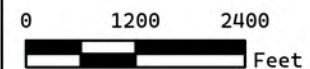


LEGEND

CROSSWALKS

- PASS (10)
- FAIL (73)
- NONE (278)

KITTITAS COUNTY



CITY OF CLE ELUM
ADA TRANSITION PLAN
INVENTORY MAP SERIES



LEGEND

BIKE & MULTI-USE PATHWAY

— PASS (2,218FT)

— FAIL (1,940FT)

KITTITAS COUNTY

0 1200 2400
Feet



CITY OF CLE ELUM
ADA TRANSITION PLAN
INVENTORY MAP SERIES



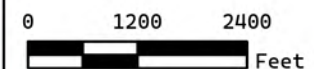
LEGEND

RAILROAD CROSSINGS

● FAIL (4)

● NONE (4)

■ KITTITAS COUNTY



CITY OF CLE ELUM
ADA TRANSITION PLAN
INVENTORY MAP SERIES



LEGEND

PUBLIC PARKING

● PASS (2)

● FAIL (8)

■ KITTITAS COUNTY

0 1200 2400
Feet



CITY OF CLE ELUM
ADA TRANSITION PLAN
INVENTORY MAP SERIES



LEGEND

PUBLIC BUILDING ACCESS

● PASS (4)

■ KITTITAS COUNTY

0 1200 2400
Feet



Vantor

CITY OF CLE ELUM
ADA TRANSITION PLAN
INVENTORY MAP SERIES



LEGEND

PARK ACCESSIBILITY

● PASS (3)

● FAIL (2)

● NONE (5)

■ KITTITAS COUNTY

0 1200 2400
Feet



Vantor

CITY OF CLE ELUM
ADA TRANSITION PLAN
INVENTORY MAP SERIES



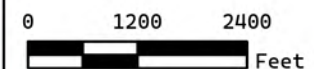
LEGEND

BUS STOPS

 PASS (4)

 FAIL (9)

 KITTITAS COUNTY





CHAPTER 6 – APPENDIX B

Public Comment



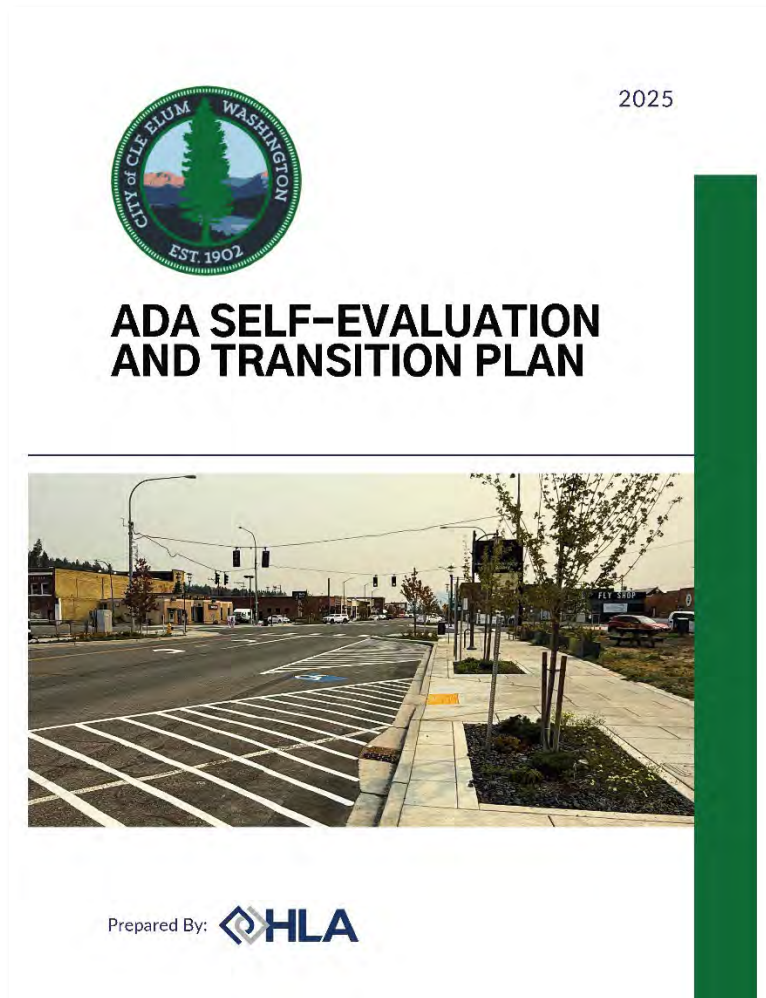
City of Cle Elum ADA Transition Plan

The City of Cle Elum is inviting public comment on its Draft ADA Transition Plan.

What is an ADA Transition Plan? An Americans with Disabilities Act (ADA) Transition Plan identifies barriers to ADA compliance and provides actions that the city can take over the next several years to remove barriers within the public right-of-way and city-owned facilities.

Why is Cle Elum creating an ADA Transition Plan? As part of its ongoing Safe Streets and Roads for All (SS4A) City Safety Plan grant, the City of Cle Elum received funding to create an ADA Self-Evaluation and Transition Plan.

Request for public comment – The draft plan is available now for public review and comment. Please visit <https://cleelum.gov/city-services/planning/safety-plan/> to review the plan and provide comment by December 19, 2025. Comments can be submitted to: mbailey@cleelum.gov or submitted in writing at City Hall (119 West First Street).





City of Cle Elum

Safety Action Plan

ADA Transition Plan

The City of Cle Elum is inviting public comment on its Draft Safety Action Plan and ADA Transition Plan.

What is a Safety Action Plan? The goal of a Safety Action Plan is to develop a holistic, well-defined strategy to eliminate roadway fatalities and serious injury. The ADA Self Evaluation and Program Access Plan will assess existing public infrastructure for compliance with ADA standards and identify future programs and projects necessary for ADA compliance.

What is an ADA Transition Plan? An Americans with Disabilities Act (ADA) Transition Plan identifies barriers to ADA compliance and provides actions that the city can take over the next several years to remove barriers within the public right-of-way and city-owned facilities.

Request for public comment – The draft plans are available now for public review and comment. Please visit <https://cleelum.gov/city-services/planning/safety-plan/> to review the plans and provide comment by February 27, 2026. Comments can be submitted to: mbailey@cleelum.gov or submitted in writing at City Hall (119 W 1st St).

Open House – The City will also be holding an Open House on February 25, 2026, at the Upper Kittitas County Senior Center to review the draft plans, hear about the process, and receive feedback.

FEBRUARY 25, 2026

2:00PM – 3:00PM

UPPER KITTITAS COUNTY
SENIOR CENTER

719 E 3RD STREET



2025

ADA SELF-EVALUATION AND TRANSITION PLAN



Prepared By: HLA



2026

SAFETY ACTION PLAN

SAFE STREETS AND ROADS FOR ALL (SS4A)



Prepared By: HLA



CLE ELUM SAFETY ACTION PLAN & ADA TRANSITION PLAN

February 25, 2026

AGENDA

Introductions

SS4A GRANT

SAFETY PLAN

ADA PLAN

COUNCIL ADOPTION

Q & A

INTRODUCTIONS



Project Team:

Cle Elum City Staff

Matthew Lundh – Mayor

Mathew Bailey – Public Works Director

HLA Engineering and Land Surveying

Joseph Calhoun – Planning Supervisor

Jamison Enos – Planner I

Mike Heit, PE – Principal Engineer

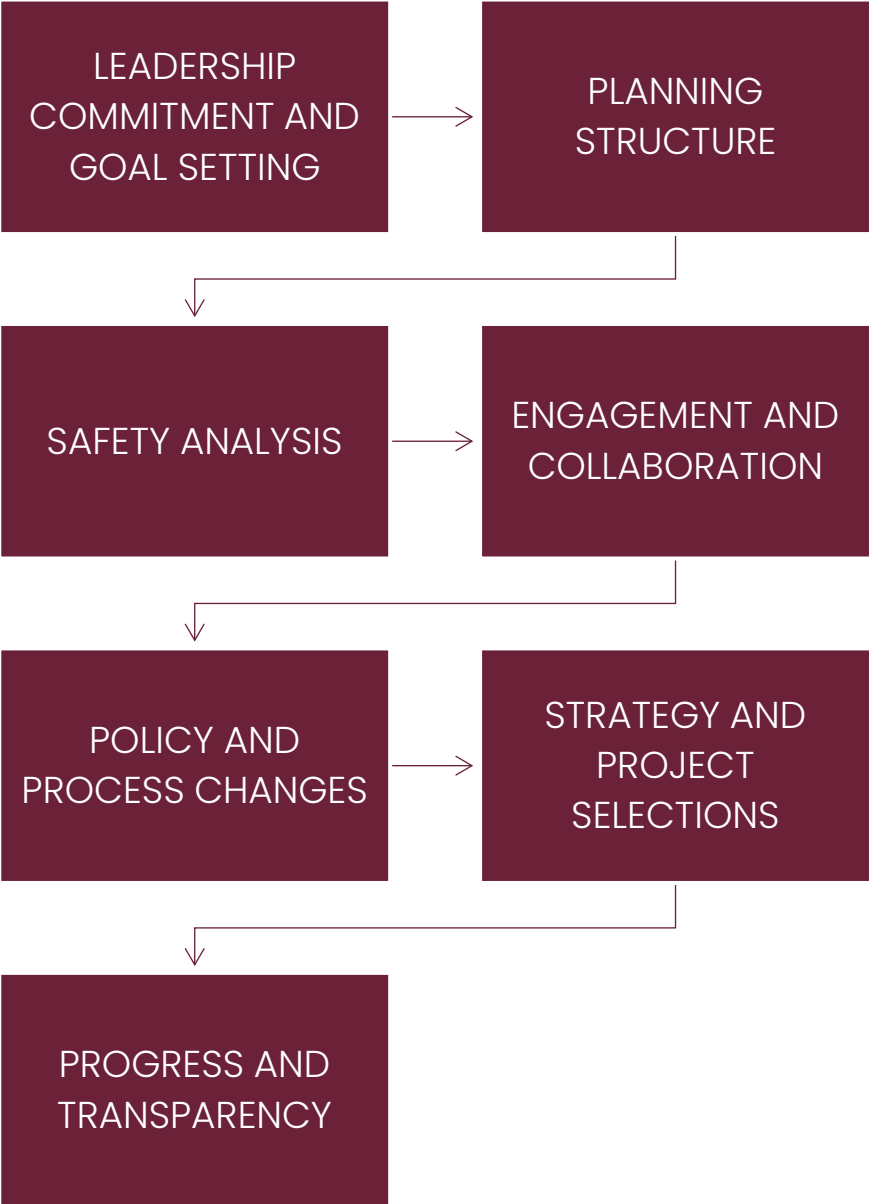
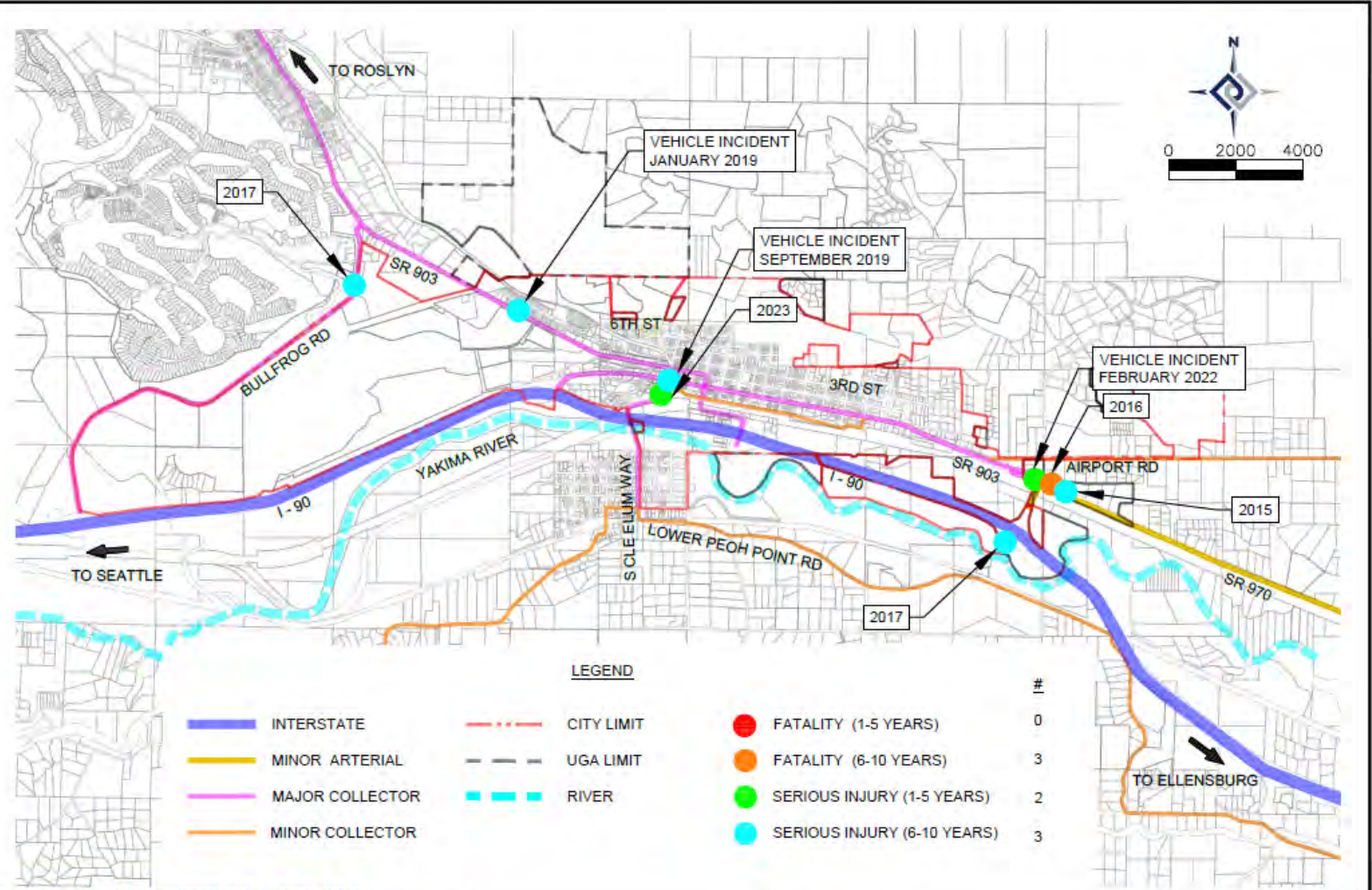


SS4A GRANT

Safe Streets and Roads For All

- FHWA grant program
- \$212k allocated to Cle Elum (20% Match) in 2023
- Development of a Safety Action Plan and an ADA Transition Plan

SAFETY ACTION PLAN

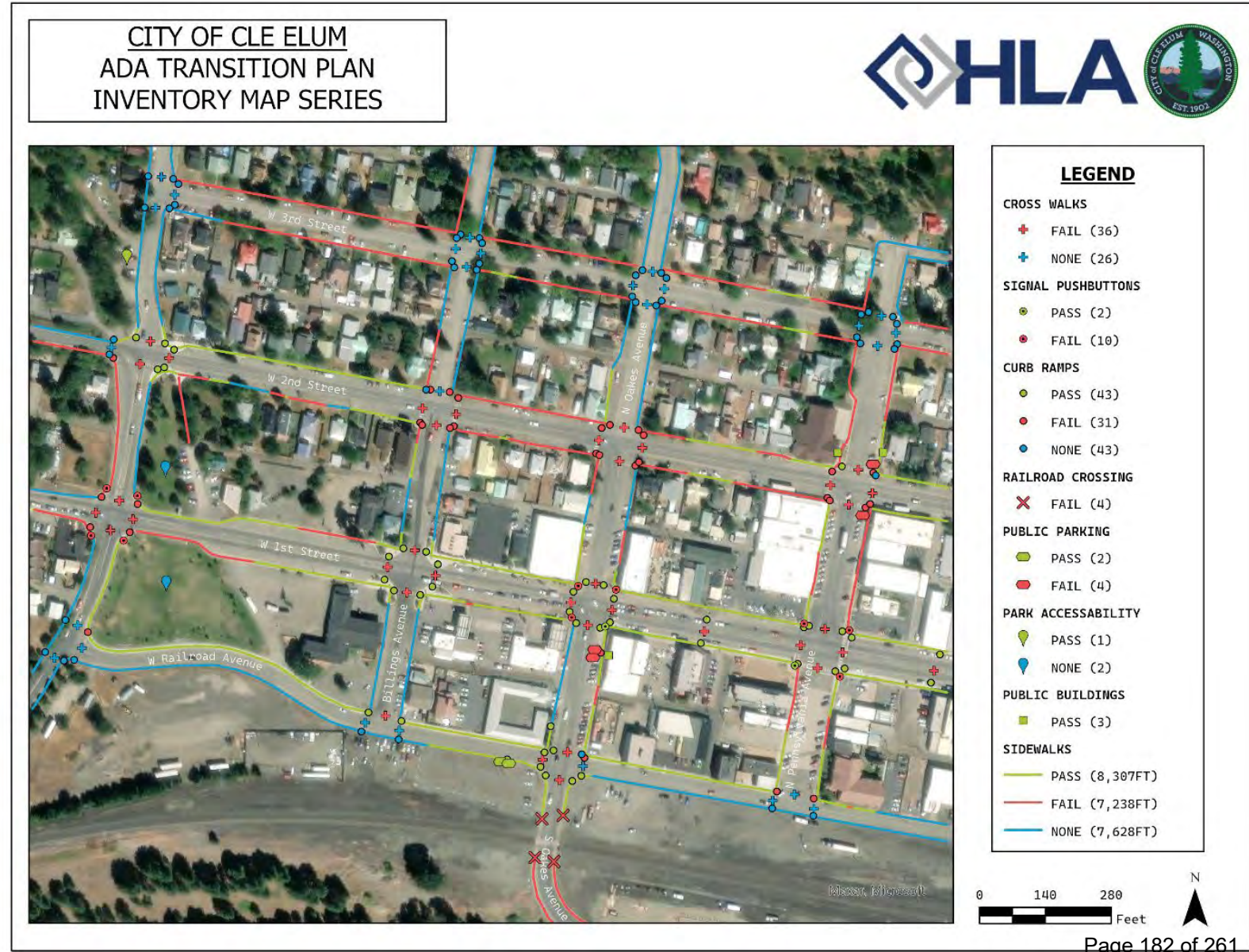
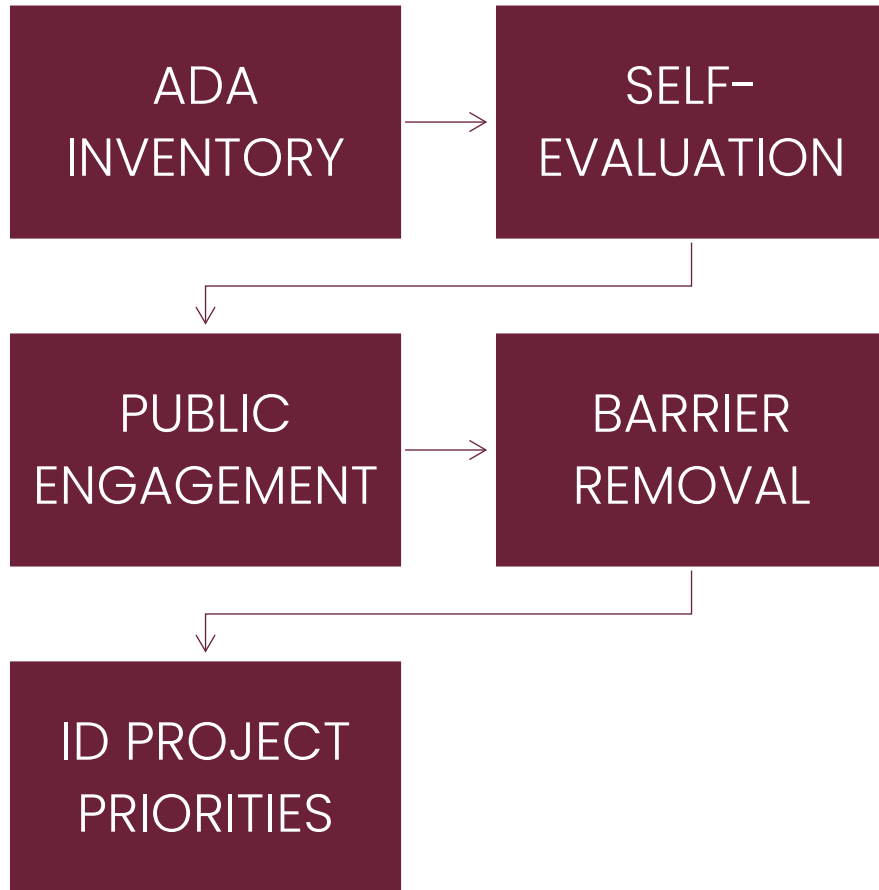


2803 River Road
Yakima, WA 98902
(509) 966-7000
www.hlacivil.com



CITY OF CLE ELUM
SERIOUS & FATAL ACCIDENT EXHIBIT
SAFETY ACTION PLAN

ADA TRANSITION PLAN



COUNCIL ADOPTION

- Comments added to draft plans
- Council adoption by April 2026
- Adopted plan will allow for the submittal of future implementation grants



2025

ADA SELF-EVALUATION AND TRANSITION PLAN



Prepared By:  HLA



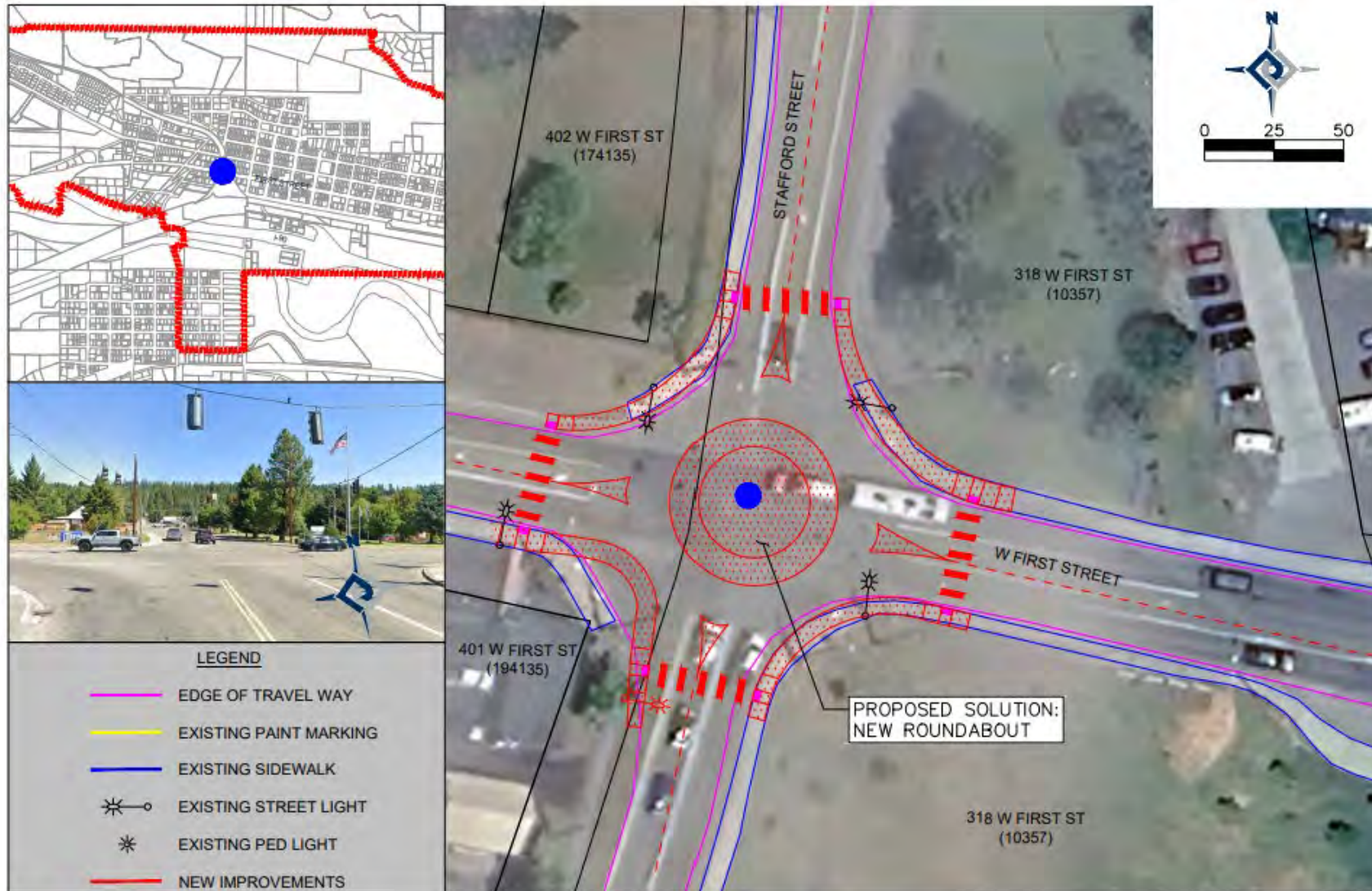
2026

SAFETY ACTION PLAN

SAFE STREETS AND ROADS FOR ALL (SS4A)



Prepared By:  HLA



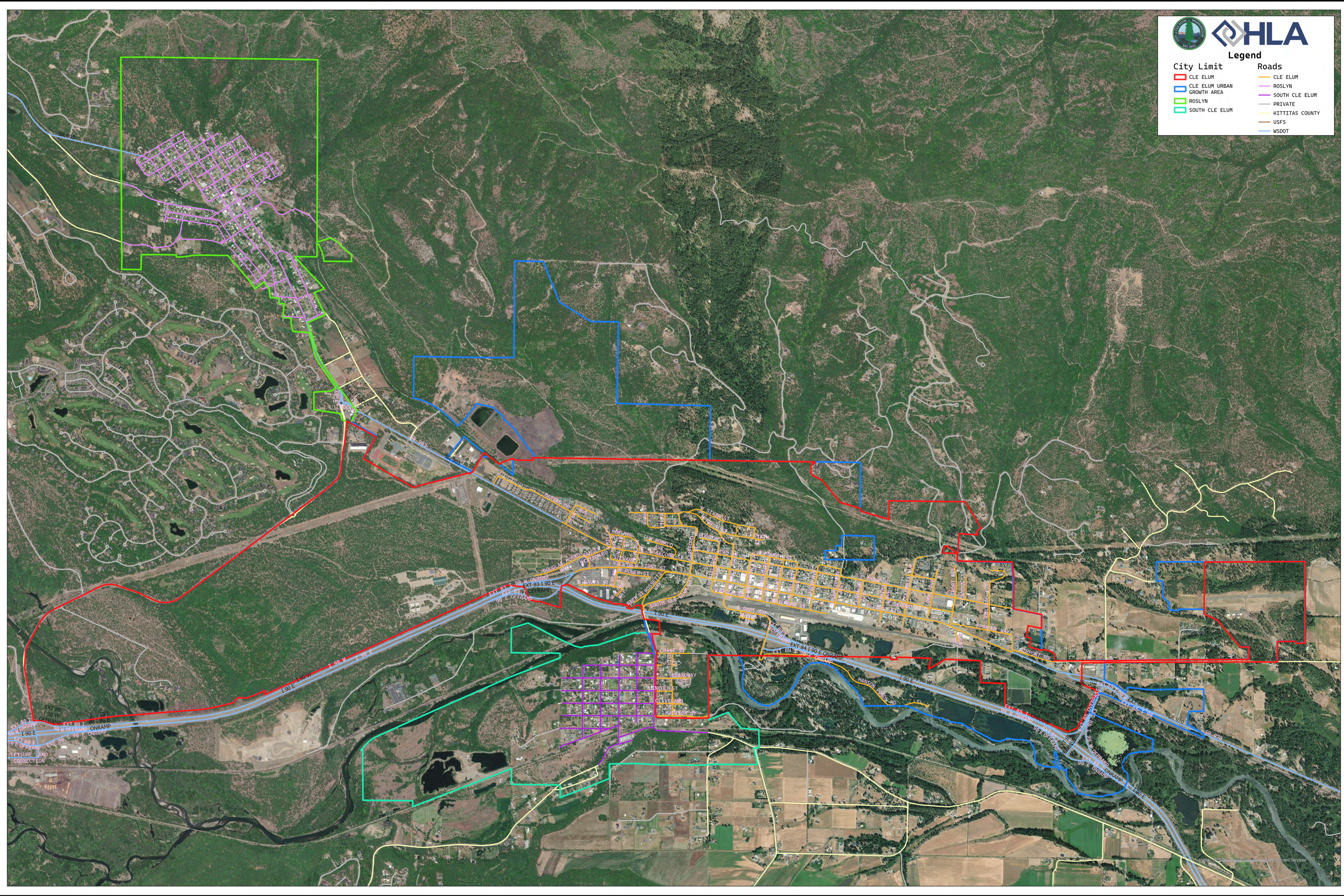
2803 River Road
Yakima, WA 98902
(509) 966-7000
www.hlacivil.com

● SERIOUS INJURY 2019



CITY OF CLE ELUM

TRAFFIC SAFETY MITIGATION MEASURE
SAFETY ACTION PLAN





City of Cle Elum

119 West First Street

Cle Elum, WA 98922

PROJECT: CITY SAFETY ACTION PLAN AND ADA TRANSITION PLAN

EVENT: OPEN HOUSE @ UKC SENIOR CENTER

DATE: FEBRUARY 25, 2026

PAGE 1 OF 2

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CONTINUED

https://www.dailyrecordnews.com/news/cle-elum-presents-two-plans-for-improving-street-safety/article_8f863210-1c02-4299-b7dd-05083be820b2.html

Cle Elum presents two plans for improving street safety

BRIAN KELLY staff writer
Feb 25, 2026

The city of Cle Elum will host an open house this week to talk about new plans to keep city streets safe.

Drafts of the city's Safety Action Plan and ADA Transition Plan are currently available for public review and comment.

The ADA Transition Plan, prepared by the city's consultant HLA Engineering and Land Surveying, identifies barriers to access in public areas and city-owned facilities. The 71-page plan also outlines steps to remove barriers in the coming years that are not compliant with the ADA (Americans with Disabilities Act).

City officials noted the plan is part of Cle Elum's Safe Streets and Roads For All, which is funded by a 2023 federal grant.

An open house on the draft plans will be held from 2 to 3 p.m. Feb. 25 at the Upper Kittitas County Senior Center.

City representatives will talk about the plans and explain the process used to develop them, as well as receive public feedback.

The ADA Transition Plan sets out more than \$2 million in priority improvements in the vicinity of West Second Street, including curb ramps, a railroad crossing, crosswalks and more.

Another \$3 million in projects were identified in the area of Oakes Avenue, including new sidewalks and accessible pedestrian signals for street crossings.

The Bullitt Avenue area has approximately \$1.9 million in improvements set out in the plan, including ADA parking, accessible pedestrian signals and curb ramps.

Along South Cle Elum Way and nearby, the plan addresses \$1.9 million in projects, including sidewalks and railroad crossings.

According to the plan, the city's goal is to complete ADA improvements as part of planned and ongoing street projects, and make additional upgrades as new private projects are built that will require frontage improvements, and when additional funding opportunities are available.

Comments on the plans will be taken through Feb. 27.

Comments can be sent to mbailey@cleelum.gov or submitted in writing at Cle Elum City Hall, 119 W. First St.

Brian Kelly



CHAPTER 6 – APPENDIX C

Grievance Procedure



C. Grievance Procedure

As part of the ADA requirements the City has posted the following notice outlining its ADA requirements:

PUBLIC NOTICE

In accordance with the requirements of title II of the Americans with Disabilities Act of 1990, Cle Elum will not discriminate against qualified individuals with disabilities on the basis of disability in Cle Elum's services, programs, or activities.

Employment: The city does not discriminate on the basis of disability in its hiring or employment practices and complies with all regulations promulgated by the U.S. Equal Employment Opportunity Commission under title I of the Americans with Disabilities Act (ADA).

Effective Communication: The city will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in the Cle Elum's programs, services, and activities, including qualified sign language interpreters, documents in Braille, and other ways of making information and communications accessible to people who have speech, hearing, or vision impairments.

Modifications to Policies and Procedures: The city will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all city programs, services, and activities. For example, individuals with service animals are welcomed in city offices, even where pets are generally prohibited.

Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a city program, service, or activity, should contact the office of the City Administrator/ADA Coordinator as soon as possible but no later than 48 hours before the scheduled event.

The ADA does not require the city to take any action that would fundamentally alter the nature of its programs or services, or impose an undue financial or administrative burden.

The city will not place a surcharge on a particular individual with a disability or any group of individuals with disabilities to cover the cost of providing auxiliary aids/services or reasonable modifications of policy, such as retrieving items from locations that are open to the public but are not accessible to persons who use wheelchairs.

City of Cle Elum Grievance Procedure under the Americans with Disabilities Act

This Grievance Procedure is established to meet the requirements of the Americans with Disabilities Act (ADA) of 1990. It may be used by anyone who wishes to file a complaint alleging discrimination on the basis of disability in the provision of services, activities, programs, or benefits by the City of Cle Elum.





The complaint should be in writing and contain information about the alleged discrimination such as name, address, and phone number of the complainant, and the location, date, and description of the problem. Alternative means of filing complaints, such as personal interviews or an electronic recording of the complaint, will be made available for persons with disabilities upon request. The complaint should be submitted by the grievant and/or their designee, as soon as possible, but no later than 60 calendar days after the alleged violation to:

Rob Omans, City Administrator
119 West First Street
Cle Elum, WA 98922
Phone: 509-674-2262
TTY/TDD: Dial 711
Email: romans@cleelum.gov

Within 15 calendar days after receipt of the complaint, Rob Omans, or designee, will meet with the complainant to discuss the complaint and the possible resolutions. Within 15 calendar days of the meeting, Rob Omans, or designee, will respond in writing, and where appropriate, in a format accessible to the complainant, such as large print, braille, or electronic means. The response will explain the position of the City of Cle Elum and offer options for substantive resolution of the complaint.

If the response by Rob Omans, or designee, does not satisfactorily resolve the issue, the complainant and/or their designee, may appeal the decision within 15 calendar days after receipt of the response to the Mayor, or their designee.

Within 15 calendar days after receipt of the appeal, the Mayor, or their designee, will meet with the complainant to discuss the complaint and possible resolutions. Within 15 calendar days after the meeting, the Mayor, or their designee, will respond in writing, and, where appropriate, in a format accessible to the complainant, with a final resolution of the complaint.

All written complaints and appeals received by the City of Cle Elum will be retained for at least three (3) years.

Internet

Visit the Cle Elum website and click the “ADA” link to the [ADA Grievance Form](#). Fill in the form online and click “submit.” A copy of The ADA Grievance Form is included in this Appendix.

Telephone

Contact the pertinent city staff person listed in the **Contact Information** section of Appendix E to submit an oral grievance. The staff person will utilize the Internet method above to submit the grievance on behalf of the person filing the grievance.

Paper Submittal

Contact the pertinent city staff person listed in the **Contact Information** section of Appendix E to request a paper copy of the city’s grievance form, complete the form, and submit it to the ADA Coordinator. A staff person will utilize the Internet method above to submit the grievance on behalf of the person filing the grievance.





The ADA Grievance Form will ask for the following information:

The name, address, telephone number, and email address for the person filing the grievance

The **name, address, telephone number, and email address** for the person alleging an ADA violation (if different than the person filing the grievance)

A description and location of the alleged violation and the nature of a remedy sought, if known by the complainant.

If the complainant has filed the same complaint or grievance with the United States Department of Justice (DOJ), another federal or state civil rights agency, a court, or others, the **name of the agency or court where the complainant filed it and the filing date**.

The city will acknowledge receipt of the grievance to the complainant within 10 working days of its submittal. Cle Elum will also provide to the complainant within 10 working days of its submittal;

A response or resolution to the grievance or;

Information on when the complainant can expect a response or resolution to the grievance. If the grievance filed does not concern a Cle Elum facility, the city will work with the complainant to contact the agency that has jurisdiction.

3. Within 60 calendar days of receipt, a Cle Elum staff person will conduct an investigation necessary to determine the validity of the alleged violation. As a part of the investigation, the staff person would conduct an engineering study to help determine the city's response. The staff person will take advantage of department resources and use engineering judgment, data collected, and any information submitted by the complainant to develop a conclusion. A staff person will be available to meet with the complainant to discuss the matter as a part of the investigation and resolution of the matter. The city will document each resolution of a filed grievance and retain such documentation in the department's ADA Grievance File for a period of seven years.

The city will consider all specific grievances within its particular context or setting. Furthermore, the city will consider many varying circumstances including: 1) the nature of the access to services, programs, or facilities at issue; 2) the specific nature of the disability; 3) the essential eligibility requirements for participation; 4) the health and safety of others; and 5) the degree to which an accommodation would constitute a fundamental alteration to the program, service, or facility, or cause an undue hardship to Cle Elum.

Accordingly, the resolution by Cle Elum of any one grievance does not constitute a precedent upon which the city is bound or upon which other complaining parties may rely.

File Maintenance

The city shall maintain ADA grievance files for a period of seven years.





Complaints of Title II violations may also be filed with the DOJ within 180 days of the date of discrimination. In certain situations, cases may be referred to a mediation program sponsored by the Department of Justice (DOJ). The DOJ may bring a lawsuit where it has investigated a matter and has been unable to resolve violations.

For more information, contact:

U.S. Department of Justice
Civil Rights Division
950 Pennsylvania Avenue, N.W.
Disability Rights Section - NYAV
Washington, D.C. 20530
www.ada.gov

(800) 514-0301 (voice – toll free)

(800) 514-0383 (TTY)

Title II may also be enforced through private lawsuits in Federal court. It is not necessary to file a complaint with the DOJ or any other Federal agency, or to receive a "right-to-sue" letter, before going to court.





ADA Grievance Form

The City of Cle Elum will make every reasonable effort to ensure that confidentiality is maintained throughout the complaint and investigation process, to the extent consistent with the law, adequate investigation, and appropriate corrective action.

Individual identifying access violation or discrimination

Name:	Address:
Email:	Phone Number:
Authorized Representative:	Address:
Email:	Phone Number:

1. Please describe the City's alleged violation of access requirements, or discriminatory action, in detail. Please include the date, time and location of the incident you are reporting, and the nature of a remedy sought. Add pages if necessary:

2. If the incident involves a City of Cle Elum employee(s) please provide their name(s):

3. If the same complaint or grievance was filed with the United States Department of Justice (DOJ), another federal or state civil rights agency, or others, please provide the name of the agency or court where the complainant filed it and the filing date.

Signature: _____

Date: _____

Signature of (check one)

☐ Observer of alleged access violation ☐ Victim of alleged discrimination ☐ Authorized Representative

Contact: Mathew Bailey, Public Works Director, 119 W 1st St, Cle Elum, WA 98922 – 509-674-2262, m Bailey@cleelum.gov



CHAPTER 6 – APPENDIX D

Contact Information



D. Contact Information

ADA TITLE II COORDINATOR

Title: Cle Elum City Administrator
Name: Rob Omans
Address: 119 West First Street
Cle Elum, WA 98922
Phone: 509-674-2262
E-mail: romans@cleelum.gov

PUBLIC RIGHT OF WAYS ADA IMPLEMENTATION COORDINATOR

Title: Cle Elum Public Works Director
Name: Mathew Bailey
Address: 119 West First Street
Cle Elum, WA 98922
Phone: 509-674-2262
E-mail: mbailey@cleelum.gov





CHAPTER 6 – APPENDIX E

Agency ADA Design Standards and Procedures



E. Agency ADA Design Standards and Procedures

DESIGN PROCEDURES

Intersection Corners

Curb ramps or blended transitions will attempt to be constructed or upgraded to achieve compliance within all capital improvement projects. There may be limitations which make it technically infeasible for an intersection corner to achieve full accessibility within the scope of any project. Those limitations will be noted and those intersection corners will remain on the transition plan. As future projects or opportunities arise, those intersection corners shall continue to be incorporated into future work. Regardless of whether full compliance can be achieved or not, each intersection corner shall be made as compliant as possible in accordance with the judgment of city staff.

Sidewalks / Trails

Sidewalks and trails will attempt to be constructed or upgraded to achieve compliance within all capital improvement projects. There may be limitations which make it technically infeasible for segments of sidewalks or trails to achieve full accessibility within the scope of any project. Those limitations will be noted and those segments will remain on the transition plan. As future projects or opportunities arise, those segments shall continue to be incorporated into future work. Regardless of whether full compliance can be achieved or not, every sidewalk or trail shall be made as compliant as possible in accordance with the judgment of city staff.

Traffic Control Signals

Traffic control signals will attempt to be constructed or upgraded to achieve compliance within all capital improvement projects. There may be limitations which make it technically infeasible for individual traffic control signal locations to achieve full accessibility within the scope of any project. Those limitations will be noted and those locations will remain on the transition plan. As future projects or opportunities arise, those locations shall continue to be incorporated into future work. Regardless of whether full compliance can be achieved or not, each traffic signal control location shall be made as compliant as possible in accordance with the judgment of city staff.

Other policies, practices and programs

Policies, practices and programs not identified in this document will follow the applicable ADA standards.





CHAPTER 6 – APPENDIX F

Glossary of Terms



F. Glossary of Terms

ADA Transition Plan: WSDOT's transportation system plan that identifies accessibility needs, the process to fully integrate accessibility improvements into the Statewide Transportation Improvement Program (STIP), and ensures all transportation facilities, services, programs, and activities are accessible to all individuals.

Accessible: A facility that provides access to people with disabilities using the design requirements of the ADA.

Accessible Pedestrian Signal (APS): A device that communicates information about the WALK phase in audible and vibrotactile formats.

Alteration: A change to a facility in the public right-of-way that affects or could affect access, circulation, or use. An alteration must not decrease or have the effect of decreasing the accessibility of a facility or an accessible connection to an adjacent building or site.

Americans with Disabilities Act (ADA): The Americans with Disabilities Act; Civil rights legislation passed in 1990 and effective July 1992. The ADA sets design guidelines for accessibility to public facilities, including sidewalks and trails, by individuals with disabilities.

Americans with Disabilities Act Accessibility Guidelines (ADAAG): contains scoping and technical requirements for accessibility to buildings and public facilities by individuals with disabilities under the Americans with Disabilities Act (ADA) of 1990.

Architectural Barriers Act (ABA): Federal law that requires facilities designed, built, altered or leased with Federal funds to be accessible. The Architectural Barriers Act marks one of the first efforts to ensure access to the built environment.

Detectable Warning: A surface feature of truncated domes, built in or applied to the walking surface to indicate an upcoming change from pedestrian to vehicular way.

DOJ: See United States Department of Justice

Federal Highway Administration (FHWA): A branch of the US Department of Transportation that administers the federal-aid Highway Program, providing financial assistance to states to construct and improve highways, urban and rural roads, and bridges.

Pedestrian Access Route (PAR): A continuous and unobstructed walkway within a pedestrian circulation path that provides accessibility.

Pedestrian Circulation Route (PCR): A prepared exterior or interior way of passage provided for pedestrian travel.

PROWAG: An acronym for the *Guidelines for Accessible Public Rights-of-Way* issued in 2005 by the U. S. Access Board. This guidance addresses roadway design practices, slope, and terrain related to pedestrian access to walkways and streets, including crosswalks, curb ramps, street furnishings, pedestrian signals, parking, and other components of public rights-of-way.





Right of Way: A general term denoting land, property, or interest therein, usually in a strip, acquired for the network of streets, sidewalks, and trails creating public pedestrian access within a public entity's jurisdictional limits.

Section 504: The section of the Rehabilitation Act that prohibits discrimination by any program or activity conducted by the federal government.

Transportation Improvement Program (TIP): The TIP includes an annual capital budget and a six-year plan for funding the new transportation construction and reconstruction projects.

Uniform Accessibility Standards (UFAS): Accessibility standards that all federal agencies are required to meet; includes scoping and technical specifications.

United States Access Board: An independent federal agency that develops and maintains design criteria for buildings and other improvements, transit vehicles, telecommunications equipment, and electronic and information technology. It also enforces accessibility standards that cover federally funded facilities.

United States Department of Justice (DOJ): The United States Department of Justice (often referred to as the Justice Department or DOJ), is the United States federal executive department responsible for the enforcement of the law and administration of justice.



**AGENDA STAFF
REPORT**

AGENDA DATE: March 24, 2025

ACTION REQUESTED: City Council approve Resolution 2026-012 and authorize the Mayor to execute the Interlocal Agreement between the City of Cle Elum and the City of Roslyn.

BACKGROUND: The City of Cle Elum and the City of Roslyn have historically worked cooperatively to provide support during times of need, including equipment use, operator assistance, and public works services. This Interlocal Agreement formalizes that working relationship in accordance with Chapter 39.34 RCW (Interlocal Cooperation Act).
The agreement establishes a framework for mutual aid between the two cities, allowing each agency to request equipment and qualified operators from the other during maintenance activities, emergencies, or other operational needs.

RECOMMENDATION: Staff recommends that the City Council approve Resolution 2026-012 and authorize the Mayor to execute the Interlocal Agreement between the City of Cle Elum and the City of Roslyn for mutual aid services.

ATTACHMENTS: Interlocal Agreement with the City of Roslyn for Mutual Aid Services
Resolution 2026-012

LEAD STAFF: Mathew Bailey

CITY OF CLE ELUM
WASHINGTON
RESOLUTION NO. 2026-012

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF CLE ELUM, WASHINGTON, AUTHORIZING THE
MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT
WITH THE CITY OF ROSLYN FOR MUTUAL AID
SERVICES**

WHEREAS, the City of Cle Elum and the City of Roslyn desire to cooperate in the provision of public works services, including the sharing of equipment and personnel; and

WHEREAS, Chapter 39.34 RCW, the Interlocal Cooperation Act, authorizes local governmental agencies to enter into agreements for joint or cooperative action; and

WHEREAS, the proposed Interlocal Agreement establishes terms and conditions under which each city may request and provide mutual aid services, including equipment rental and operator support; and

WHEREAS, the agreement provides for cost recovery through established hourly rates and includes provisions addressing liability, insurance, and administration; and

WHEREAS, entering into this agreement will enhance operational efficiency, improve emergency response capabilities, and strengthen intergovernmental cooperation between the two cities;

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

The Cle Elum City Council hereby authorizes the Mayor to execute the Interlocal Agreement between the City of Cle Elum and the City of Roslyn for Mutual Aid Services.

PASSED by the City Council the 24th day of March, 2026.

CITY OF CLE ELUM

Matthew Lundh, Mayor

ATTEST/AUTHENTICATED:

Debbie Lee, City Clerk

Filed with the City Clerk:
Passed by the City Council:
Resolution No.:
Date Posted:

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF CLE ELUM, WASHINGTON
AND
THE CITY OF ROSLYN, WASHINGTON
FOR MUTUAL AID SERVICES**

This Interlocal Agreement ("Agreement") is made and entered into this _____ day of _____, 2026 by and between the City of Cle Elum, Washington ("Cle Elum") and the City of Roslyn, Washington ("Roslyn"), individually "Party" or collectively the "Parties," pursuant to Chapter 39.34 RCW, the Interlocal Cooperation Act.

1. EQUIPMENT RENTAL AND OPERATION.

Cle Elum shall make a reasonable effort to ensure the availability of the equipment described on Exhibit A, attached and incorporated herein, and an authorized operator for Roslyn's use. Cle Elum shall provide the equipment fully fueled, in good working condition, and ready for operation at the work site designated by Roslyn upon reasonable notice. The authorized operator provided by Cle Elum will be responsible for returning the equipment to Cle Elum after completion of the work.

Roslyn shall make a reasonable effort to ensure the availability of the equipment described on Exhibit B, attached and incorporated herein, and an authorized operator for Cle Elum's use. Roslyn shall provide the equipment fully fueled, in good working condition, and ready for operation at the work site designated by Cle Elum upon reasonable notice. The authorized operator provided by Roslyn will be responsible for returning the equipment to Roslyn after completion of the work.

2. COMPENSATION.

Cle Elum and Roslyn shall charge for labor and equipment rentals in accordance with the hourly rates shown on Exhibit A and Exhibit B. Both Parties shall provide each other with an invoice of rental costs within thirty (30) days of the equipment rental. Invoices to Cle Elum shall be submitted to the City Clerk at 119 West 1st Street, Cle Elum, WA 98922. Invoices to Roslyn shall be submitted to the City Clerk at 201 South 1st Street, P.O. Box 451, Roslyn, WA 98941. Cle Elum and Roslyn shall pay the equipment rental costs within thirty (30) days of receipt of the invoice.

3. TERM.

This Agreement shall be effective upon signature by both Parties and shall remain in full force and effect until terminated by mutual written agreement of the Parties or by written

notice of termination given by one Party to the other at least thirty (30) days prior to the date of such termination.

4. MAINTENANCE OF RECORDS.

Each Party hereto agrees to maintain books, records, and documents using accounting procedures which accurately reflect all direct and indirect costs related to the performance of services described herein. Each Party may examine the other Party's books and records to verify the accuracy of invoices. Each Party's fiscal management system shall include the capability to provide accurate and complete disclosure of all costs invoiced under this Agreement. All books, records, documents, and other materials relevant to this Agreement will be retained in accordance with the Washington State records retention schedules, and the Office of the State Auditor and any persons duly authorized by the Parties shall have full access and the right to examine any of these materials during this period. Each Party will utilize reasonable security procedures and protections to assure that records and documents provided by the other Party are not erroneously disclosed to third parties.

5. INSURANCE

Each party shall maintain, either through self-insurance, membership in a governmental risk pool, or commercial insurance, insurance and/or risk financing programs sufficient to protect against liability arising out of the acts or omissions of each party, its officers, officials, employees, and volunteers, and the operation and use of vehicles, apparatus, equipment, and facilities while fulfilling the scope of work in this agreement.

6. INDEMNIFICATION.

Each Party shall defend, indemnify, and hold the other Party, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of either Party. Neither Party shall be deemed the agent of the other during the performance of the Agreement and each Party hereto shall remain solely liable for its own negligence, errors, and omissions.

Should a court of competent jurisdiction determines 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 both Parties, its officers, officials, employees, and volunteers, the Parties' liability hereunder

and expressly understood the indemnification provided herein constitutes the Parties' waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of the indemnification. However, Cle Elum's waiver of immunity under the provisions of this section does not include, or extend to, any claims by Cle Elum's employees made directly against Cle Elum. Further, Roslyn's waiver of immunity under the provisions of this section does not include, or extend to, any claims by Roslyn's employees made directly against Roslyn.

This waiver has been mutually negotiated by the Parties. The provisions of this section shall survive the termination of this Agreement.

7. ASSIGNMENT.

This Agreement cannot be assigned, transferred, or any portion subcontracted by either Party hereto without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

8. FUTURE SUPPORT.

Neither Party to this Agreement makes any commitment to future support and assumes no obligation for future support of any activity contracted for herein, except as may be expressly set forth in this Agreement.

9. COMPLIANCE WITH LAWS.

Each Party hereto, in its performance of this Agreement, agrees to comply with all applicable local, State, and Federal laws and ordinances.

10. RELATIONSHIP OF PARTIES.

In contracting for the services described in this Agreement, the Parties are deemed for all purposes to be acting within their governmental capacities. No agent, employee, representative, officer or official of Cle Elum shall be or shall be deemed to be the employee, agent, representative, official or officer of Roslyn. None of the benefits that Cle Elum provides to its employees, including, but not limited to, compensation, insurance and unemployment insurance are available from Cle Elum to the employees, agents, representatives, officers or officials of Roslyn. None of the benefits that Roslyn provides to its employees, including, but not limited to, compensation, insurance and unemployment

insurance are available from Roslyn to the employees, agents, representatives, officers or officials of Cle Elum. The Parties will be solely and entirely responsible for its own acts and for the acts of its agents, employees, representatives, officials, and officers during the performance of this Agreement.

11. DISPUTES.

If a dispute arises between the Parties concerning this Agreement, the Mayors of the respective Parties shall attempt to resolve the dispute. If not resolved by the Mayors within (30) days of referral, either Party may pursue court action.

12. JURISDICTION.

Any legal dispute between the Parties to this Agreement shall be governed by the laws of the State of Washington, and any action to enforce this Agreement shall be brought in Kittitas County, Washington.

13. MODIFICATION.

The provisions of this Agreement may be modified or amended only by written mutual written agreement of the Parties, executed by personnel authorized to bind each of the Parties.

14. WAIVER.

A failure by either Party to exercise its rights under this Agreement shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the Party and attached to the original Agreement.

15. THIRD PARTY BENEFICIARIES.

This Agreement is entered into solely for the benefit of the Parties hereto and vests no rights in, or is it enforceable by, any third parties.

16. SEVERABILITY.

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

17. FILING.

This Agreement shall be filed with the Kittitas County Auditor, or, alternatively, listed by subject on each or either Party's website or other electronically retrievable public source pursuant to RCW 39.34.040.

18. ADMINISTRATION.

The administrators of this Agreement shall be the Mayors of the respective Parties or their designees.

19. NO SEPARATE LEGAL OR ADMINISTRATIVE ENTITY.

This Agreement does not create a separate legal or administrative entity.

20. ENTIRE AGREEMENT.

This Agreement fully integrates the understanding of the Parties. It supersedes and cancels all prior negotiations, correspondence, and communication between the Parties with respect to the subject matter contained herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

CITY OF CLE ELUM

By: _____
Mayor

Date: _____

ATTEST: _____
City Clerk

CITY OF ROSLYN

By: _____
Mayor

ATTEST: _____
City Clerk

Date: _____

**AGENDA STAFF
REPORT**

AGENDA DATE: March 24, 2025

ACTION REQUESTED: City Council approve Resolution 2026-013 and authorize the Mayor to execute the Interlocal Agreement with the City of Roslyn for Public Works Services.

BACKGROUND: The City of Roslyn has requested assistance from the City of Cle Elum for limited public works services, specifically related to water distribution system management and regulatory compliance. Both cities are authorized under Chapter 39.34 RCW (Interlocal Cooperation Act) to enter into agreements for shared services. This agreement formalizes a working relationship that allows Cle Elum to provide professional public works support to Roslyn on a defined and compensated basis. Under the agreement, Cle Elum will provide the following services to Roslyn:

- Water distribution system management
- Weekly coordination meetings with Roslyn public works staff
- Department of Health reporting and compliance support
- General operational support for water system needs
- Compliance with applicable state laws and Roslyn Municipal Code
- Expiration: December 31, 2026
- Either party may terminate the agreement with 30 days written notice
- Roslyn will pay Cle Elum \$91.24 per hour for services

RECOMMENDATION: Staff recommends that the City Council approve Resolution 2026-013 and authorize the Mayor to execute the Interlocal Agreement with the City of Roslyn for Public Works Services.

ATTACHMENTS: Interlocal Agreement with the City of Roslyn for Public Works Services
Resolution 2026-013

LEAD STAFF: Mathew Bailey

CITY OF CLE ELUM
WASHINGTON
RESOLUTION NO. 2026-013

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF CLE ELUM, WASHINGTON, AUTHORIZING THE
MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT
BETWEEN THE CITY OF CLE ELUM AND THE CITY OF
ROSLYN FOR PUBLIC WORKS SERVICES**

WHEREAS, the City of Cle Elum and the City of Roslyn are municipal corporations and public agencies within the State of Washington; and

WHEREAS, Chapter 39.34 RCW, the Interlocal Cooperation Act, authorizes public agencies to enter into agreements for the joint provision of services and the efficient use of public resources; and

WHEREAS, the City of Roslyn has requested assistance from the City of Cle Elum for limited public works services, including water distribution system management and regulatory compliance; and

WHEREAS, the City of Cle Elum has the staff capacity and expertise to provide such services; and

WHEREAS, the proposed Interlocal Agreement establishes the terms, scope of services, compensation, and responsibilities of both parties; and

WHEREAS, the City Council finds that entering into this Agreement is in the best interest of the City of Cle Elum and promotes efficient delivery of public works services within the region;

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

The Cle Elum City Council hereby authorizes the Mayor to execute the Interlocal Agreement between the City of Cle Elum and the City of Roslyn for Public Works Services.

PASSED by the City Council the 24th day of March, 2026.

CITY OF CLE ELUM

Matthew Lundh, Mayor

ATTEST/AUTHENTICATED:

Debbie Lee, City Clerk

Filed with the City Clerk:
Passed by the City Council:
Resolution No.:
Date Posted:

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF CLE ELUM, WASHINGTON
AND
THE CITY OF ROSLYN, WASHINGTON
FOR MUTUAL AID SERVICES**

This Interlocal Agreement ("Agreement") is made and entered into this _____ day of _____, 2026 by and between the City of Cle Elum, Washington ("Cle Elum") and the City of Roslyn, Washington ("Roslyn"), individually "Party" or collectively the "Parties," pursuant to Chapter 39.34 RCW, the Interlocal Cooperation Act.

1. EQUIPMENT RENTAL AND OPERATION.

Cle Elum shall make a reasonable effort to ensure the availability of the equipment described on Exhibit A, attached and incorporated herein, and an authorized operator for Roslyn's use. Cle Elum shall provide the equipment fully fueled, in good working condition, and ready for operation at the work site designated by Roslyn upon reasonable notice. The authorized operator provided by Cle Elum will be responsible for returning the equipment to Cle Elum after completion of the work.

Roslyn shall make a reasonable effort to ensure the availability of the equipment described on Exhibit B, attached and incorporated herein, and an authorized operator for Cle Elum's use. Roslyn shall provide the equipment fully fueled, in good working condition, and ready for operation at the work site designated by Cle Elum upon reasonable notice. The authorized operator provided by Roslyn will be responsible for returning the equipment to Roslyn after completion of the work.

2. COMPENSATION.

Cle Elum and Roslyn shall charge for labor and equipment rentals in accordance with the hourly rates shown on Exhibit A and Exhibit B. Both Parties shall provide each other with an invoice of rental costs within thirty (30) days of the equipment rental. Invoices to Cle Elum shall be submitted to the City Clerk at 119 West 1st Street, Cle Elum, WA 98922. Invoices to Roslyn shall be submitted to the City Clerk at 201 South 1st Street, P.O. Box 451, Roslyn, WA 98941. Cle Elum and Roslyn shall pay the equipment rental costs within thirty (30) days of receipt of the invoice.

3. TERM.

This Agreement shall be effective upon signature by both Parties and shall remain in full force and effect until terminated by mutual written agreement of the Parties or by written

notice of termination given by one Party to the other at least thirty (30) days prior to the date of such termination.

4. MAINTENANCE OF RECORDS.

Each Party hereto agrees to maintain books, records, and documents using accounting procedures which accurately reflect all direct and indirect costs related to the performance of services described herein. Each Party may examine the other Party's books and records to verify the accuracy of invoices. Each Party's fiscal management system shall include the capability to provide accurate and complete disclosure of all costs invoiced under this Agreement. All books, records, documents, and other materials relevant to this Agreement will be retained in accordance with the Washington State records retention schedules, and the Office of the State Auditor and any persons duly authorized by the Parties shall have full access and the right to examine any of these materials during this period. Each Party will utilize reasonable security procedures and protections to assure that records and documents provided by the other Party are not erroneously disclosed to third parties.

5. INSURANCE

Each party shall maintain, either through self-insurance, membership in a governmental risk pool, or commercial insurance, insurance and/or risk financing programs sufficient to protect against liability arising out of the acts or omissions of each party, its officers, officials, employees, and volunteers, and the operation and use of vehicles, apparatus, equipment, and facilities while fulfilling the scope of work in this agreement.

6. INDEMNIFICATION.

Each Party shall defend, indemnify, and hold the other Party, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of either Party. Neither Party shall be deemed the agent of the other during the performance of the Agreement and each Party hereto shall remain solely liable for its own negligence, errors, and omissions.

Should a court of competent jurisdiction determines 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 both Parties, its officers, officials, employees, and volunteers, the Parties' liability hereunder

and expressly understood the indemnification provided herein constitutes the Parties' waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of the indemnification. However, Cle Elum's waiver of immunity under the provisions of this section does not include, or extend to, any claims by Cle Elum's employees made directly against Cle Elum. Further, Roslyn's waiver of immunity under the provisions of this section does not include, or extend to, any claims by Roslyn's employees made directly against Roslyn.

This waiver has been mutually negotiated by the Parties. The provisions of this section shall survive the termination of this Agreement.

7. ASSIGNMENT.

This Agreement cannot be assigned, transferred, or any portion subcontracted by either Party hereto without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

8. FUTURE SUPPORT.

Neither Party to this Agreement makes any commitment to future support and assumes no obligation for future support of any activity contracted for herein, except as may be expressly set forth in this Agreement.

9. COMPLIANCE WITH LAWS.

Each Party hereto, in its performance of this Agreement, agrees to comply with all applicable local, State, and Federal laws and ordinances.

10. RELATIONSHIP OF PARTIES.

In contracting for the services described in this Agreement, the Parties are deemed for all purposes to be acting within their governmental capacities. No agent, employee, representative, officer or official of Cle Elum shall be or shall be deemed to be the employee, agent, representative, official or officer of Roslyn. None of the benefits that Cle Elum provides to its employees, including, but not limited to, compensation, insurance and unemployment insurance are available from Cle Elum to the employees, agents, representatives, officers or officials of Roslyn. None of the benefits that Roslyn provides to its employees, including, but not limited to, compensation, insurance and unemployment

insurance are available from Roslyn to the employees, agents, representatives, officers or officials of Cle Elum. The Parties will be solely and entirely responsible for its own acts and for the acts of its agents, employees, representatives, officials, and officers during the performance of this Agreement.

11. DISPUTES.

If a dispute arises between the Parties concerning this Agreement, the Mayors of the respective Parties shall attempt to resolve the dispute. If not resolved by the Mayors within (30) days of referral, either Party may pursue court action.

12. JURISDICTION.

Any legal dispute between the Parties to this Agreement shall be governed by the laws of the State of Washington, and any action to enforce this Agreement shall be brought in Kittitas County, Washington.

13. MODIFICATION.

The provisions of this Agreement may be modified or amended only by written mutual written agreement of the Parties, executed by personnel authorized to bind each of the Parties.

14. WAIVER.

A failure by either Party to exercise its rights under this Agreement shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the Party and attached to the original Agreement.

15. THIRD PARTY BENEFICIARIES.

This Agreement is entered into solely for the benefit of the Parties hereto and vests no rights in, or is it enforceable by, any third parties.

16. SEVERABILITY.

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

17. FILING.

This Agreement shall be filed with the Kittitas County Auditor, or, alternatively, listed by subject on each or either Party's website or other electronically retrievable public source pursuant to RCW 39.34.040.

18. ADMINISTRATION.

The administrators of this Agreement shall be the Mayors of the respective Parties or their designees.

19. NO SEPARATE LEGAL OR ADMINISTRATIVE ENTITY.

This Agreement does not create a separate legal or administrative entity.

20. ENTIRE AGREEMENT.

This Agreement fully integrates the understanding of the Parties. It supersedes and cancels all prior negotiations, correspondence, and communication between the Parties with respect to the subject matter contained herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

CITY OF CLE ELUM

By: _____
Mayor

Date: _____

ATTEST: _____
City Clerk

CITY OF ROSLYN

By: _____
Mayor

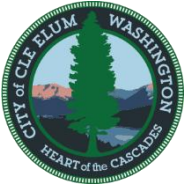
ATTEST: _____
City Clerk

Date: _____

CITY OF CLE ELUM
City Administration

**AGENDA STAFF
REPORT**

AGENDA DATE:	March 24, 2026
ACTION REQUESTED:	Approve the Mayor to sign Library Director Employment Agreement, approve the new Library Director job description, and adopt Ordinance 1722 to update the title in the 2026 salary schedule
BACKGROUND:	The City will have the Library Director position open following Jane Agar's departure on March 31, 2026. After reviewing staffing needs and considering internal leadership, the Mayor has decided to promote Amy Pridemore to serve as the City's new Library Director. Amy has been a valuable member of our team for 13 years, and we are confident she will continue to provide strong leadership for the library and expand its services to the community. Attached is the employment agreement and job description for Amy Pridemore, which she has reviewed and signed. Also attached is the updated 2026 Salary Schedule and enabling ordinance to update the title from "Librarian" to "Library Director".
RECOMMENDATION:	Approve the Mayor to sign Library Director Employment Agreement, approve the new Library Director job description, and adopt Ordinance 1722 to update the title in the 2026 salary schedule.
ATTACHMENTS:	Employment Agreement, Library Director Job Description, and Ordinance 1722
LEAD STAFF:	Erica Krum



City of Cle Elum

POSITION DESCRIPTION

APRIL 2026

POSITION TITLE: Library Director

REPORTS TO: Reports directly to the Assistant City Administrator under the direction of the City Administrator and Mayor.

SALARY RANGE: \$ 4,362 to \$ 5,302 Per Month

STATUS: Full Time Exempt

AFFILIATION: Non-Union

WORKWEEK BASIS: 40

JOB SUMMARY: The Library Director will perform professional, managerial and administrative work. Develop library collections, determine staff duties and supervise library employee(s). Develop policy recommendations, evaluate operations and activities of the library, and plan for future needs. Plan, initiate development and resolve problems. A customer service-oriented person who will provide library services to the community.

LIBRARY MISSION STATEMENT: To administer, plan, and direct services and programs of the Carpenter Memorial Library.

LIBRARY DIRECTOR ESSENTIAL JOB FUNCTIONS:

All of the following must be performed in accordance with the City of Cle Elum's operational policies, safety rules, and procedures. These job functions are a representative sample and do not imply a complete listing of responsibilities and tasks.

1. Provides friendly, courteous service to all library users. Provides a leadership role in the library.
2. Organizes and directs all library activities in accordance with the policies and procedures approved by the library board to educate, entertain, and inform the people living in the service area.
3. Evaluates operations and activities of the library and plans for future needs.
4. Prepares, justifies, and follows a budget for the Library Board and the City.
5. Prepare grant applications and oversee the administration of successful grants.
6. Attends library board meetings and serves as a resource for the library board.
7. Attending weekly staff meetings (as library business allows).
8. Complete and submit the Washington State Library (WSL) annual statistical report.
9. Maintains neatness of public areas including desks, tables, counters and shelves.
10. Oversees the automation and technology needs and maintenance of the library, implements new technology as appropriate. This also includes social media and website updates.

11. Represent the City in negotiations with the Kittitas County Board of Commissioners seeking funding for unincorporated residents. This involves creating a written document and presentation to the commissioners annually in October.
12. Coordinate with other City Departments as needed.
13. Keep informed of library trends, purchase and catalog new items in compliance with the city budget.
14. Attend quarterly meetings of the Kittitas Regional Library Board (KRLB). Develop and implement policies and agreements to facilitate interlibrary collaboration among the four county libraries.
15. Perform other tasks and duties as assigned by the City Administrator or City Mayor.

KNOWLEDGE AND ABILITIES:

Knowledge of:

- Considerable knowledge of general library practices and procedures, including circulation, cataloguing, reference, research, collection management (selection and weeding), reader advisory, and library trends.
- Knowledge and experience in technology services.
- Principles and practices of public administration, including budgeting, purchasing, and the maintenance and confidentiality of the public's records.
- Familiarity with people and activities in the service area, such as occupations, culture, and interests.
- Principles and practices of management and supervision.

Ability to:

- Develop clear and appropriate objectives, plans, policies, and procedures in response to program directives.
- Use selection tools to assemble a well-rounded collection that meets the service area's needs.
- Establish and maintain effective working relationships with employees, supervisors, and the public.
- Seek other sources of financial support through the Board of County Commissioners, Friends of the Library, grants, donations, and fundraising.
- Communicate effectively in speaking, writing, and listening.
- Prepare an annual department budget proposal.
- Attend professional meetings and training.
- Enforce library rules for the protection of library property and/or individuals.
- Operate a personal computer using standard or customized software applications appropriate to assigned tasks.
- Effectively handle stressful situations and difficult or angry people.

MINIMUM QUALIFICATIONS:

- Four (4) years of experience in a library setting.

PHYSICAL DEMANDS AND WORKING CONDITIONS:

The work environment characteristics described above are representative of those an employee encounters while performing the essential functions of this job. Typically work is performed in a moderately noisy environment. Work may occasionally be performed with exposure to inclement weather, including temperature extremes and windy/dusty conditions will occur. Reasonable accommodations may be made to enable individuals with different abilities to perform the essential functions.

The positions physical demands as needed for shelving, weeding, organizing, and setting up for events and programs. The director is expected to travel for meetings and training. The employee must occasionally move up to 40 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus.

COMPENSATION AND BENEFITS:

Wage Range:	FULL TIME EXEMPT: \$ 52,345 - \$ 63,625 per Year \$ 4,362 - \$ 5,302 per Month	Benefits:	Paid Medical/Dental/Vision Plans PERS Retirement System VEBA Benefit per Month Vacation / Sick Time 12 Paid Holidays + 1 Personal Day
Incentive Pay:	Longevity		

NOTICE:

The position descriptions above are intended to describe the general nature and level of work being performed by the employee assigned to this job title. They are not intended to be construed as an exhaustive list of all responsibilities, duties and skills required for this position. Individuals may perform other duties as assigned, related to library operations.

The City of Cle Elum is an Equal Opportunity employer.

CITY OF CLE ELUM
City Administration

**AGENDA STAFF
REPORT**

AGENDA DATE:	March 24, 2026
ACTION REQUESTED:	Approve the Mayor to sign Library Director Employment Agreement, approve the new Library Director job description, and adopt Ordinance 1722 to update the title in the 2026 salary schedule
BACKGROUND:	The City will have the Library Director position open following Jane Agar’s departure on March 31, 2026. After reviewing staffing needs and considering internal leadership, the Mayor has decided to promote Amy Pridemore to serve as the City’s new Library Director. Amy has been a valuable member of our team for 13 years, and we are confident she will continue to provide strong leadership for the library and expand its services to the community. Attached is the employment agreement and job description for Amy Pridemore, which she has reviewed and signed. Also attached is the updated 2026 Salary Schedule and enabling ordinance to update the title from “Librarian” to “Library Director”.
RECOMMENDATION:	Approve the Mayor to sign Library Director Employment Agreement, approve the new Library Director job description, and adopt Ordinance 1722 to update the title in the 2026 salary schedule.
ATTACHMENTS:	Employment Agreement, Library Director Job Description, and Ordinance 1722
LEAD STAFF:	Erica Krum

CITY OF CLE ELUM

WASHINGTON

ORDINANCE NO. 1722

AN ORDINANCE OF THE CITY OF CLE ELUM, WASHINGTON, AMENDING THE 2026 SALARY SCHEDULE TO UPDATE THE LIBRARIAN'S TITLE

WHEREAS, the City of Cle Elum maintains a public library for the benefit of the community; and

WHEREAS, the position historically titled "Librarian" serves as the administrative head of the City's library operations; and

WHEREAS, the administration deemed it appropriate to update the title to "Library Director" in line with other city department heads with similar responsibilities;

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

Section 1. The position formerly titled "Librarian" in the 2026 salary schedule shall hereafter be titled "Library Director."

Section 2. Severability. Should any portion of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, such decision shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 3. Effective Date. This Ordinance shall be published in the official newspaper of the City and shall take effect and be in full force five (5) days after the date of publication.

PASSED BY THE CLE ELUM CITY COUNCIL AT A REGULAR MEETING THEREOF
ON THE 24th DAY OF MARCH 2025.

CITY OF CLE ELUM

Matthew Lundh, Mayor

ATTEST/AUTHENTICATED

Debbie Lee, City Clerk
Approved as to form:

Curtis Chambers, City Attorney

Filed with City Clerk:
Passed by the City Council:
Ordinance No.:
Date Posted:

ATTACHMENT A

MARCH 2026 SALARY AND WAGE PLAN BASE PAY

	0-11 MONTHS			12-23 MONTHS			24-35 MONTHS			36-47 MONTHS			48+ MONTHS		
	ANNUAL	MONTHLY	HOURLY	ANNUAL	MONTHLY	HOURLY	ANNUAL	MONTHLY	HOURLY	ANNUAL	MONTHLY	HOURLY	ANNUAL	MONTHLY	HOURLY
City Administrator	127,716	10,643	61.40	134,102	11,175	64.47	140,807	11,734	67.70	147,847	12,321	71.08	155,239	12,937	74.63
Assistant City Administrator	86,668	7,222	41.67	91,002	7,583	43.75	95,552	7,963	45.94	100,329	8,361	48.24	105,346	8,779	50.65
Finance Director/Deputy Clerk	114,281	9,523	54.94	119,995	10,000	57.69	125,994	10,500	60.57	132,294	11,025	63.60	138,909	11,576	66.78
Planning Director	104,590	8,716	50.28	109,820	9,152	52.80	115,311	9,609	55.44	121,076	10,090	58.21	127,130	10,594	61.12
City Clerk	84,115	7,010	40.44	88,338	7,361	42.47	92,726	7,727	44.58	97,365	8,114	46.81	102,253	8,521	49.16
Building / Planning Tech	65,458	5,455	31.47	68,723	5,727	33.04	72,176	6,015	34.70	75,754	6,313	36.42	79,539	6,628	38.24
Code Enforcement Officer	55,224	4,602	26.55	57,970	4,831	27.87	60,882	5,073	29.27	63,939	5,328	30.74	67,142	5,595	32.28
Billing Clerk	54,808	4,567	26.35	57,533	4,794	27.66	60,424	5,035	29.05	63,419	5,285	30.49	66,602	5,550	32.02
Office Assistant	46,222	3,852	22.22	48,526	4,044	23.33	50,939	4,245	24.49	53,518	4,460	25.73	56,181	4,682	27.01
Librarian Library Director	52,345	4,362	25.17	54,962	4,580	26.42	57,710	4,809	27.75	60,595	5,050	29.13	63,625	5,302	30.59
Library Assistant (part-time)															23.60
Public Works Director	107,211	8,934	51.54	112,571	9,381	54.12	118,200	9,850	56.83	124,110	10,342	59.67	130,315	10,860	62.65
Public Works Field Supervisor	74,443	6,204	35.79	78,146	6,512	37.57	82,056	6,838	39.45	86,154	7,179	41.42	90,459	7,538	43.49
Mechanic	64,168	5,347	30.85	67,392	5,616	32.40	70,762	5,897	34.02	74,277	6,190	35.71	77,979	6,498	37.49
Operator/Maintenance	59,488	4,957	28.60	62,483	5,207	30.04	65,603	5,467	31.54	68,869	5,739	33.11	72,322	6,027	34.77
Maintenance Worker	51,501	4,292	24.76	54,080	4,507	26.00	56,784	4,732	27.30	59,613	4,968	28.66	62,587	5,216	30.09
Cemetery / Parks Caretaker (seasonal)			23.60												
Utilities Operations Manager	122,556	10,213	58.92	128,684	10,724	61.87	135,118	11,260	64.96	141,874	11,823	68.21	148,968	12,414	71.62
Water/Wastewater Treatment Operator 2	74,277	6,190	35.71	78,000	6,500	37.50	81,890	6,824	39.37	85,987	7,166	41.34	90,293	7,524	43.41
Water/Wastewater Treatment Operator 1	64,168	5,347	30.85	67,371	5,614	32.39	70,741	5,895	34.01	74,277	6,190	35.71	78,000	6,500	37.50
Police Chief	116,901	9,742	56.20	122,746	10,229	59.01	128,883	10,740	61.96	135,327	11,277	65.06	142,094	11,841	68.31
Sergeant	102,228	8,519	49.15	109,416	9,118	52.60									
Corporal	98,928	8,244	47.56	101,472	8,456	48.78									
Police Officer	78,672	6,556	37.82	82,608	6,884	39.72	86,712	7,226	41.69	91,068	7,589	43.78	95,616	7,968	45.97
Adm Asst/Records Mng.	74,292	6,191	35.72	79,008	6,584	37.98	81,900	6,825	39.38	85,992	7,166	41.34	90,300	7,525	43.41
Rec Tech/Recpt	58,260	4,855	28.01	61,152	5,096	29.40	64,212	5,351	30.87	67,440	5,620	32.42	70,824	5,902	34.05
Fire Chief Administrator	98,929	8,244	47.56	103,876	8,656	49.94	109,070	9,089	52.44	114,523	9,544	55.06	120,249	10,021	57.81
Fire Admin Assistant (part-time)	14,400	1,200													

CITY OF CLE ELUM
City Administration

**AGENDA STAFF
REPORT**

AGENDA DATE:	March 24, 2026
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ATTACHMENTS:	Employment Agreement, Library Director Job Description, and Ordinance 1722
LEAD STAFF:	Erica Krum

**CITY OF CLE ELUM EMPLOYMENT AGREEMENT
AMY PRIDEMORE – LIBRARY DIRECTOR**

THIS AGREEMENT is entered into by and between the CITY OF CLE ELUM, a municipal corporation, hereinafter referred to as “City”, and Amy Pridemore, hereinafter referred to as “Employee”, and is effective this 1st day of April 2026.

WHEREAS, the City desires to employ the services of the Employee as the Library Director for the City of Cle Elum to perform the duties provided by Cle Elum City Code, the Revised Code of Washington, and such other duties as may be directed by the Mayor or designee; and

WHEREAS, it is the desire of the City to secure and retain the services of the Employee and provide inducement for Employee to remain in such employment and ensure Employee’s peace of mind consistent with City policies and the terms of this Agreement, while promoting high standards for ethical behavior; and

WHEREAS, the Employee desires to accept employment as the Library Director for the City of Cle Elum, Washington;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the City and Employee agree as follows:

Section 1. Commencement of Employment. The City hereby agrees to employ Employee as the Library Director, and Employee hereby agrees to accept employment in accordance with the terms and provisions of this Agreement hereinafter set forth. Employee agrees to commence employment as the City Library Director on April 1, 2026.

Section 2. Duties. Employee shall perform in good faith all duties and responsibilities of the Library Director as set forth in the job description (attachment “A”), as may be amended from time to time, the City’s Employee Handbook as currently enacted or hereafter amended, and other duties as may be assigned from time to time by the Mayor or designee. Employee shall devote their full time, energies, interests, and abilities to the performance of the duties and responsibilities of their position and shall not engage in any activities that conflict with or interfere with the performance of this Agreement.

Section 3. Term.

A. Employee shall be employed for an indefinite term at the discretion of the Mayor. Employee shall be considered an “at-will” employee of the City.

B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the City’s right to terminate this Agreement, with or without cause, at any time, subject only to the severance provisions set forth in Section 7(D) of this Agreement, applicable federal, state, and local laws, and the City’s Employee Handbook. To the extent there is any conflict between the language of this Agreement and the Handbook, the language of this Agreement shall control.

Section 4. Salary. City agrees to pay Employee a salary of \$4809 per month, which is Step 3 of the Employer’s Salary Schedule for non-represented employees, plus Longevity pay as outlined by the employee handbook. Longevity pay will commence at the start of the sixth year employed by the City of Cle Elum.

The salary shall be paid in accordance with the normal and usual procedure for payment of wages to employees. Employee shall be entitled to receive step increases on an annual basis compatible with Employee's performance, and Employee shall be entitled to an annual cost-of-living increase, if any, based on the City's annual salary ordinance.

Section 5. Hours of Work. The Employee is a confidential exempt employee for purposes of the Federal Fair Labor Standards Act, and Washington State Minimum Wage Act, and as such shall not work a fixed forty hour per week schedule. Employee's schedule of work each day and week shall vary in accordance with the work required to be performed, including such time as may be necessary outside normal business hours. The Employee shall generally work at the Cle Elum Library during regular business hours of the Employer. The Employee may be required to attend meetings of the Cle Elum City Council and such other City Boards and Commissions as requested by the City Mayor, or as required by the duties of the position.

Section 6. Benefits. The following benefits shall be provided to Employee:

A. Leave Benefits. Employee shall earn and accrue vacation time, sick leave time, personal holiday and Holidays as provided for employees of the City in accordance with the Employee Handbook.

B. Insurance Benefits. The Employer will pay 100% of the Medical Plan Premiums for Employee and their Dependents; including but not limited to Medical, Dental, Vision, Life, Accidental Death and Dismemberment, and Employee Assistant Program.

C. Retirement and Deferred Compensation. Employee is eligible for PERS 2 or 3 Retirement and Deferred Compensation pursuant to City policy.

D. Health Reimbursement Plan. The Employer shall pay into an HRA-VEBA account the sum of two hundred seventy-five (\$275) dollars per month.

E. Work-related expenses. Employee shall be reimbursed for work-related expenses, the same as other employees, as provided by the City's Personnel Policies Manual. City may provide and pay for a cell phone and a laptop computer for business use only.

F. Training and Professional Certification. City shall pay the costs of Employee's membership in professional associations. City shall provide funding for Employee to attend a state conference annually. Other costs of professional or required training shall be paid by the City as approved by the Mayor or designee.

Section 7. Termination, Resignation and Severance Pay.

A. By City. It is recognized by Employee that this Agreement is a contract for personal services, and Employee acknowledges and agrees that the City may terminate Employee for any reason at any time, with or without cause. Nothing in this Agreement shall be construed other than an at-will employment relationship between the City and the Employee, and the Employee expressly acknowledges that no contrary representations have been made by the Employer.

B. By Employee. In the event Employee shall resign employment with the City, Employee agrees that they shall provide the City not less than thirty (30) days' prior written notice of the effective date of such resignation in order to afford the City a reasonable opportunity to find a replacement for Employee. The Mayor or designee may in their sole discretion waive or reduce this notice requirement.

C. The following reasons shall constitute grounds to terminate this Agreement with Cause and without payment of the severance provided in subparagraph D of this section:

1. A breach of this Agreement;
2. The commission of any willful or negligent act that results in financial or reputational harm to the City;
3. Failure to follow any lawful directive of the Mayor or designee or failure to perform Employee's duties under this Agreement, provided that Employee has been given notice and an opportunity to cure an alleged failure to perform any duties that are not emergency-related within a 30-day cure period; or
4. Misconduct, which includes but is not limited to criminal misbehavior, abuse of public office, or other gross misconduct, deceit, embezzlement, theft of funds or property, assault, any form of racial, sexual, or other harassment prohibited by state or federal law, and any other form of misconduct set forth in the Personnel Policies Manual.

D. If Employee is terminated by City without cause or requested to resign for the convenience of City during such time as Employee is willing and able to perform Employee's duties under this Agreement, City shall pay Employee, as severance, a cash payment identified as follows equal to not less than two-month salary, depending upon the City's prior notice to Employee as provided below:

91 days or more notice	Two (2) months severance pay
31-90 days notice	Three (3) months severance pay
30 days or less notice	Six (6) months severance pay

Such payment shall fully and finally release City from any and all further obligations to Employee or under this Agreement. Employee shall continue to responsibly and dutifully perform their assigned work during the period between notice of separation and their last day of employment with the City. Failure to do so may result in forfeiture of severance pay. In lieu of continuing to perform their duties, the City may elect to place the Employee on paid administrative leave pending separation. Any severance shall be paid in a lump sum unless otherwise agreed to by Employer and Employee.

E. The City agrees to pay Employee any unused leave consistent with the City's Employee Handbook upon any voluntary or involuntary separation. Employee agrees to immediately return to City all City property of any kind which may be in Employee's possession.

Section 8. General Provisions.

A. This Agreement constitutes the entire agreement between the parties, and both parties acknowledge that there are no other agreements, oral or otherwise.

B. The parties hereby further agree that this Agreement cannot be amended or modified without the written agreement of both parties; provided, however, that nothing herein shall be interpreted to limit or prohibit the City from amending personnel or adopting other policies and ordinances otherwise establishing standards for the Employee's performance. In the event of conflict between such rules and this Agreement, this Agreement shall control.

C. If any provision of this Agreement is held to be unconstitutional or otherwise invalid for any reason or should any portion of this Agreement be preempted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of the Agreement or its application.

D. Notice. Any written notices required to be given by the City to Employee, or by Employee to the City, shall be delivered to the following parties at the following addresses:

1. City of Cle Elum
Mayor's Office
119 W First Street
Cle Elum, WA 98922
2. Amy Pridemore
Home Address in Employee File

Any notices may be either delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth above. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.

E. Each of the provisions of this Agreement has been reviewed and negotiated by the Employee and Employer and represents the combined work product of the parties. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and executed as of this 24th day of March, 2026.

CITY OF CLE ELUM

EMPLOYEE

Matthew Lundh, City Mayor

Amy Pridemore

Amy Pridemore

Attest:

Debbie Lee, City Clerk

Title	Amy Pridemore Employment Agreement
File name	Amy_Pridemore_Emp...greement_57_.docx
Document ID	6f60263e6e76e69c9958535961a6e97406afc0e8
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History



SENT

03 / 12 / 2026
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Sent for signature to Amy Pridemore (apridemore@cleelum.gov) by integrations@hellosign.com acting on behalf of romans@cleelum.gov
IP: 69.55.222.58



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SIGNED

03 / 12 / 2026
15:50:57 UTC-7

Signed by Amy Pridemore (apridemore@cleelum.gov)
IP: 69.55.222.58



COMPLETED

03 / 12 / 2026
15:50:57 UTC-7

The document has been completed.

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



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

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

\$120 per ERU per year

Category

Single Family Residential/Condo based on lot size

10,000 SF Lots or smaller = 1.0 ERU
10,001 SF Lots to 20,000 SF Lots = 1.5 ERU
20,001 SF Lots or larger = 2.0 ERU

Multiple Family Residential District (Including Manufactured Home Parks), Commercial, Industrial, and Public Assembly based on google earth impervious area on lot, with minimum ERU of 1.0

ERU = 2,500 SF

Impervious Area of 20,000 SF or smaller equals Impervious Area / 2,500 SF = ERU's
Impervious Area of 20,001 SF to 50,000 SF equals
Impervious Area*0.9 / 2,500 SF = ERU's
Impervious Area of 50,001 SF or larger equals Impervious Area*0.8 / 2,500 SF = ERU's

Governmental Services (excluding parks except for the Horse Park and Little League Park) based on google earth impervious area on lot, a lot with no impervious area has an ERU=0, otherwise minimum ERU of 1.0.

ERU = 2,500 SF

Impervious Area of 20,000 SF or smaller equals Impervious Area / 2,500 SF = ERU's
Impervious Area of 20,001 SF to 50,000 SF equals
Impervious Area*0.9 / 2,500 SF = ERU's
Impervious Area of 50,001 SF or larger equals Impervious Area*0.8 / 2,500 SF = ERU's

Average SFR Payment \$ 120.00

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

Adjusted Residential/Condo all 1.0 ERU

<u>Category</u>	<u>Number of ERUs</u>	<u>\$/ERU</u>	Annual Payment	% of All Payment
Residential/Condo	947	\$ 120.00	\$ 113,640.00	26.6%
Multiple Family Residential District	93	\$ 120.00	\$ 11,126.01	2.6%
Commercial	1956	\$ 120.00	\$ 234,660.95	55.0%
Industrial	94	\$ 120.00	\$ 11,261.51	2.6%
Public Assembly	80	\$ 120.00	\$ 9,566.25	2.2%
Governmental Services	386	\$ 120.00	\$ 46,338.29	10.9%
Undeveloped/Agricultural	5800	\$ -	\$ -	0.0%
Forest	6108	\$ -	\$ -	
Total ERU's	3169	Sum	\$ 426,593	

City of Cle Elum
119 West First Street
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Approach 6d - Based entirely on ERUs, exempt for Undeveloped/Parks

\$120 per ERU per year

Category

Single Family Residential/Condo based on lot size = 1.0 ERU

Multiple Family Residential District (Including Manufactured Home Parks), Commercial, Industrial, and Public Assembly based on google earth impervious area on lot, with minimum ERU of 1.0

ERU = 2,500 SF

Impervious Area of 20,000 SF or smaller equals $\text{Impervious Area} / 2,500 \text{ SF} = \text{ERU's}$

Impervious Area of 20,001 SF to 50,000 SF equals

$\text{Impervious Area} * 0.9 / 2,500 \text{ SF} = \text{ERU's}$

Impervious Area of 50,001 SF or larger equals $\text{Impervious Area} * 0.8 / 2,500 \text{ SF} = \text{ERU's}$

Governmental Services (excluding parks except for the Horse Park and Little League Park) based on google earth impervious area on lot, a lot with no impervious area has an ERU=0, otherwise minimum ERU of 1.0.

ERU = 2,500 SF

Impervious Area of 20,000 SF or smaller equals $\text{Impervious Area} / 2,500 \text{ SF} = \text{ERU's}$

Impervious Area of 20,001 SF to 50,000 SF equals

$\text{Impervious Area} * 0.9 / 2,500 \text{ SF} = \text{ERU's}$

Impervious Area of 50,001 SF or larger equals $\text{Impervious Area} * 0.8 / 2,500 \text{ SF} = \text{ERU's}$

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



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

\$120 per ERU per year

Category

Single Family Residential/Condo based on lot size = 1.0 ERU

Multiple Family Residential District (Including Manufactured Home Parks), Commercial, Industrial, and Public Assembly based on google earth impervious area on lot, with minimum ERU of 1.0

ERU = 2,700 SF

Impervious Area of 20,000 SF or smaller equals $\text{Impervious Area} / 2,500 \text{ SF} = \text{ERU's}$

Impervious Area of 20,001 SF to 50,000 SF equals

$\text{Impervious Area} * 0.9 / 2,500 \text{ SF} = \text{ERU's}$

Impervious Area of 50,001 SF or larger equals $\text{Impervious Area} * 0.8 / 2,500 \text{ SF} = \text{ERU's}$

Governmental Services (excluding parks except for the Horse Park and Little League Park) based on google earth impervious area on lot, a lot with no impervious area has an ERU=0, otherwise minimum ERU of 1.0.

ERU = 2,700 SF

Impervious Area of 20,000 SF or smaller equals $\text{Impervious Area} / 2,500 \text{ SF} = \text{ERU's}$

Impervious Area of 20,001 SF to 50,000 SF equals

$\text{Impervious Area} * 0.9 / 2,500 \text{ SF} = \text{ERU's}$

Impervious Area of 50,001 SF or larger equals $\text{Impervious Area} * 0.8 / 2,500 \text{ SF} = \text{ERU's}$

Average SFR Payment \$ 120.00

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

Adjusted Residential/Condo all 1.0 ERU and adjust an ERU to 2,700 SF/ERU for commercial

<u>Category</u>	<u>Number of ERUs</u>	<u>\$/ERU</u>	Annual Payment	% of All Payment
Residential/Condo	947	\$ 120.00	\$ 113,640.00	28.2%
Multiple Family Residential District	86	\$ 120.00	\$ 10,337.42	2.6%
Commercial	1812	\$ 120.00	\$ 217,429.77	53.9%
Industrial	87	\$ 120.00	\$ 10,445.10	2.6%
Public Assembly	74	\$ 120.00	\$ 8,866.53	2.2%
Governmental Services	358	\$ 120.00	\$ 42,916.85	10.6%
Undeveloped/Agricultural	5371	\$ -	\$ -	0.0%
Forest	5656	\$ -	\$ -	
Total ERU's	3006	Sum	\$ 403,636	



Railroad Street Vicinity Projects

Railroad & Billings	
Object ID	Problem Description
133	Line plugged, in need of cleaning
Railroad & Oakes	
Object ID	Problem Description
CB 348 to CB 96	Pipe has no other outlet - slopes north. Water retained in pipe, near full capacity. Surcharge to be fixed connecting new pipe to first street main line.
353	12 in PVC Line north collapsed, in need of replacement PVC, 18" south end (69.1 LF) CPEP, 8" North end (66.5 LF)
Railroad & Pennsylvania	
Object ID	Problem Description
335 to 336	Replacement of Pipe, Corrugated Steel, 10" (133 LF)



Railroad Street Vicinity Projects Cont.

Railroad & Harris	
Object ID	Problem Description
220	S Pipe rusted through - in need of replacement 10" DI (Length in GIS doesn't match Video) Replace pipe w/ 12" PVC
220	East pipe Undersized, Replace pipe w/ 12" PVC
339	E Pipe dented 30' from West end 10" Corrugated Steel Replace pipe w/ 12" PVC
340	W Pipe dented 36' from East end 10" Corrugated Steel
340	E pipe undersized, Replace pipe w/ 12" PVC
336	E Pipe rusted 36ft from west end 10" Corrugated Steel (142 LF) 10" DI (12 LF) Replace pipe w/ 12" PVC per city code
636	S Pipe rusting 25' of N end 10" Corrugated Steel (167.3 LF)
Railroad & Wright	
Object ID	Problem Description
341	E pipe undersized, Replace w/ 12" PVC
257	E pipe undersized, Replace w/ 12" PVC IEW down by 0.17
342	E Pipe punctured less than 1' from West end, heavy rusting through pipe 5'-8' from West end 12" Corrugated Steel (231 LF)



Railroad Street Vicinity Projects Cont.

Railroad & Bullitt	
Object ID	Problem Description
344	N Pipe large deposit of gravel obstruction 6" Corrugated Steel
345	N Pipe rusting 6" Corrugated Steel (73 LF)
525	N Pipe rusting 6" Corrugated Steel (68.5 LF) Replace w/ 12" PVC per City Code N IE increase by 0.5'
525	S Pipe undersized, Replace w/ 12" PVC
Railroad & Peoh	
Object ID	Problem Description
648	N Pipe filled with dirt entire length of recorded pipe. 8" PVC



First Street Vicinity Projects

Teanaway & First	
Object ID	Problem Description
173	S Pipe broken off but not sealed 6" PVC (What is the fate of this pipe? Still in use?)
174	E pipe large dirt deposit 41' from W end 6" PVC
Montgomery & First	
Object ID	Problem Description
658	Paved over Manhole - Needs to be saw cut around, uncovered, and raised to grade.
371	North Pipe surcharged/under pressure, Replace pipe w/ 12" PVC
371	W Pipe collapsed 33' from E end - in need of replacement 6" Concrete (59.3 LF) Replace w/ 12" PVC per City Code W/E increase by 0.5'
523	Structure potential for replacement (orig. 1.5 by 1.5 by 2')
Yakima & First	
Object ID	Problem Description
176	W pipe rusting through in various places - in need of replacement 8" Corrugated Steel (67.2 LF)
Columbia & First	
Object ID	Problem Description
178	E Pipe heavy rusting entire visible length of pipe - in need of replacement 8" Corrugated Steel (78 LF)



First Street Vicinity Projects Cont.

Floral & First	
Object ID	Problem Description
182	W Pipe joints separated. 6" PVC (89 LF) Replace w/ 12" PVC per City Code Increase IE W by 0.27', IE E by 0.5'
519	W Pipe rusting through - in need of replacement 8" Corrugated Steel (51.5 LF) Replace w/ 12" PVC per City Code Increase IE W by 0.15', IE E by 0.3'
519	S pipe not undersized, but lump in with rest of line to avoid surcharging from lines upstream. Replace pipe w/ 12" PVC per City Code Increase IE N by 0.3'
659	S Pipe collapsed - in need of replacement 8" Cement (64.5 LF) Replace w/ 12" PVC
661	Paved over Manhole - Needs to be saw cut around, uncovered, and raised to grade.



Second Street Vicinity Projects

Pine & First	
Object ID	Problem Description
513	S Pipe clogged less than 1' of N end 12" CPEP
Rosetti & First	
Object ID	Problem Description
11	N Pipe clogged less than 1' from S end 12" PVC
13	S Pipe large blockage 18' from N end 12" PVC
Pennsylvania & Second	
Object ID	Problem Description
304	NE Pipe broken 43' from East end - in need of replacement 8" PVC (59 LF)
299	W Pipe 7' length of pipe disconnected at joins starting 13" from East end. Broken 43" from East end - in need of replacement 8" PVC (59 LF)
Harris & Second	
Object ID	Problem Description
432	Culvert north buried/can't find north end. Pipe Breaking through surface with several punctures visible from surface. May warrant new or dropping structure (3' depth). Replace pipe w/ 12" PVC or Steel
517	S pipe rusting, gaps in joins 6" DI (36 LF)



Second Street Vicinity Projects Cont.

Bullitt & Second	
Object ID	Problem Description
167	S Pipe cracked, starting cave in 8" PVC (1 LF) 12" Concrete (17 LF)
316	W Pipe undersized (12"), Replace pipe w/ 30" PVC or Concrete
316	E Pipe undersized (12"), Replace pipe w/ 30" PVC or Concrete
431	W Pipe starting to cave in, dirt and gravel blockage 12" Concrete (8 LF)
Peoh & Second	
Object ID	Problem Description
317	E pipe IE's need adjusted. Increase IE W by 1', IE E by 1'. 30" Concrete
450	Manhole to be lowered approximately 1'.
450	E Pipe IE's need adjusted. Increase IE W by 1'. 30" Concrete
308	W Pipe collapsed from above - in need of replacement 12" Concrete (Length in GIS doesn't match Video)



Second Street Vicinity Projects Cont.

Montgomery & Second	
Object ID	Problem Description
169	W Pipe Collapsed less than 1ft from E end - in need of replacement 6" Concrete (81.2 LF)
169	S Pipe large dirt blockage less than 1ft from N end 6" Concrete
249	Structure needs to be replaced - undersized. SE Pipe undersized. Replace pipe w/ 12" PVC per City Code. Increase IE NW by 0.5'
Yakima & Second	
Object ID	Problem Description
286	S Pipe has intersecting telecom penetrating perpendicular through its center 11' from N end - in need of replacement 12" PVC (40 LF) (replace section, not whole?)
Teannaway & Second	
Object ID	Problem Description
382	S Pipe gap in joint and significant gravel/dirt blockage 6" Concrete
668	N Pipe broken and glogged at transition from PVC to Concrete 8' of S end. 8" PVC (7 LF) 8" Concrete (17 LF)
Columbia & Second	
Object ID	Problem Description
502	N Pipe gravel blockage 1' of S end 6" Concrete



Third Street Vicinity Projects

Oakes & Third	
Object ID	Problem Description
152	W Pipe clogged with rocks 5' from E end 6" PVC
518	E Pipe rusting 8" Corrugated Steel
Short & Third	
Object ID	Problem Description
206	E Pipe dented and large dirt deposits at least 8' from W end 6" Corrugated Steel
Garden & Third	
Object ID	Problem Description
669	N Pipe rusted through in multiple locations from 88' to 95' from S end - in need of replacement 8" Corrugated Steel
669	S Pipe clogged less than 1' from N end 8" Corrugated Steel
670	N Pipe dented, punctured, and collapsed 101' of S end - in need of replacement 8" Corrugated steel
676	Paved over Catchbasin - Saw cut around structure, uncover and raise to grade.
Columbia & Third	
Object ID	Problem Description
	N Pipe clogged and rusted in various locations along pipe 8" Corrugated Steel



Fourth Street Vicinity Projects

Wright & Fourth	
Object ID	Problem Description
499	S Pipe dented and broken 11.5' from north end 8' Corrugated Steel
499	W Pipe dented 63' from East end 8" Corrugated Steel
Columbia & Fourth	
Object ID	Problem Description
205	S Pipe multiple gravel blockages 8" Courrgated steel



Fifth Street Vicinity Projects

Fifth & Oakes	
Object ID	Problem Description
148	SE pipe large gap between transition from PVC to Clay 22' from NW end 8" PVC/Clay
149	SW pipe large gap between transition from PVC to Clay. PVC lightly crushed. 7' from NE end 8" PVC/Clay
452	N Pipe large blockage from single rock 95' from S end 6" PVC Replace w/ 12" PVC Increase both IEs by 1'
452	Structure Replacement, drop sstructure to 2' total depth min. S Pipe Undersized, Replace w/ 12" PVC Increase both IE's by 1'
309	W Pipe undersized, replace 8" steel culvert w/ 12" per City Code
290	E pipe rusted full circumference 12" Corrugated Steel



Illicit Connections

Billings & Railroad	
Catch basin/Manhole Object ID	Problem Description
258	SE pipe illicit connection to french drain
Montgomery & Second	
Catch basin/Manhole Object ID	Problem Description
169	W pipe is illicit
169	S pipe is illicit
Harris & Railroad	
Catch basin/Manhole Object ID	Problem Description
336	Illicit connection into W pipe 66' from E catch basin
Short & First	
Catch basin/Manhole Object ID	Problem Description
272	NE pipe is illicit
281	Illicit connection 40' W of catch basin
281	Illicit connection 190' E of catch basin
251	Property connection into main line halfway along length of SW Pipe.
376	Catch basin is illicit
378	Catch basin is illicit



Illicit Connections Cont.

Columbia & First	
Catch basin/Manhole Object ID	Problem Description
179	N Pipe is a property connection. Oil coming from pipe
Power & Pine	
Catch basin/Manhole Object ID	Problem Description
424	SE Pipe potential property connection. End could not be located
424	W Pipe potential property connection. Penetration from above 108' from basin. Connection from the south 125' from basin.
Wright & Railroad	
Catch basin/Manhole Object ID	Problem Description
638	Catch basin and S pipe are illicit, flows into main line 120' E of intersection
639	Catch basin and S pipe are illicit, flows into main line 120' E of intersection
640	Catch basin and E pipe are illicit, flows into main line 120' E of intersection
342	W Pipe, video shows 2 PVC penetrations starting 50' from E catch basin.



Illicit Connections Cont.

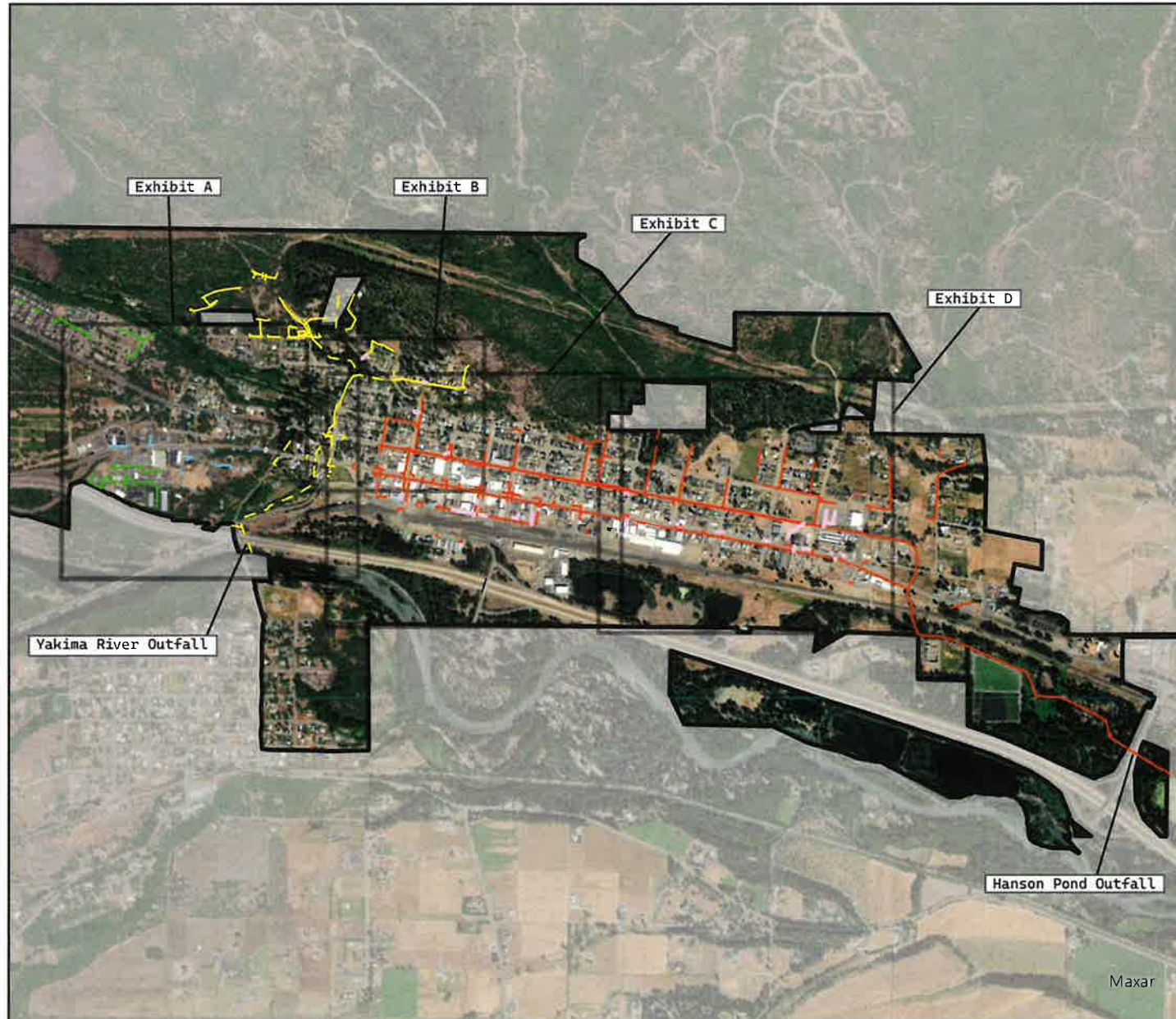
Oakes & Fifth	
Catch basin/Manhole Object ID	Problem Description
452	West of intersection on 5th, N Pipe shows overhead 90 down into main line not shown on GIS 62' NE of catch basin. It should be noted that this pipe runs under property.
Teannaway & First	
Catch basin/Manhole Object ID	Problem Description
652	E Pipe has 4" PVC connection less than 1' from catchbasin, supposedly to property
652	W Pipe overhead PVC connection not shown on GIS 50' from catch basin
653	N pipe is illicit
Bullitt & Railroad	
Catch basin/Manhole Object ID	Problem Description
641	E pipe is illicit
Peoh & Railroad	
Catch basin/Manhole Object ID	Problem Description
346	E pipe is illicit
Montgomery & First	
Catch basin/Manhole Object ID	Problem Description
650	Catch basin and N pipe are illicit



Illicit Connections Cont.

Floral & Second	
Catch basin/Manhole Object ID	Problem Description
660	Catch basin and N pipe are illicit
443	Catch basin and NE pipe are illicit
462	Catch basin and connected pipes are illicit
463	Catch basin and connected pipes are illicit
464	Catch basin and connected pipes are illicit
465	Catch basin and connected pipes are illicit
466	Catch basin and connected pipes are illicit
467	Catch basin and connected pipes are illicit
468	Catch basin and connected pipes are illicit
Short & Second	
Catch basin/Manhole Object ID	Problem Description
666	W pipe is illicit
Oakes & Third	
Catch basin/Manhole Object ID	Problem Description
152	W pipe contains illicit connection less than 1' from E catch basin
150	W pipe is illicit

CITY OF CLE ELUM Stormwater Flow Exhibit



LEGEND

OUTSIDE CITY LIMITS

EXHIBIT EXTENT

STORM LINES

PIPE TO TOWN DITCH

OPEN DITCH TO TOWN DITCH

PIPE TO CRYSTAL CREEK

OPEN DITCH TO CRYSTAL CREEK

PRIVATE

INFILTRATION

ILLICIT PIPE

0 1000 2000
 Feet



CITY OF CLE ELUM
Stormwater Inventory
Illicit Connection Exhibit A



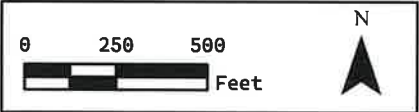
S Pipe is a property connection. End could not be located. W Pipe is a property connection.

LEGEND

- Outside City Limits
- City Parcels
- Catch Basin Inlet
- Private Catch Basin
- Dry Well
- Illicit Basin Connection
- Failure Point
- Illicit Pipe Connection

Storm Lines

- PIPE TO TOWN DITCH
- PIPE TO CRYSTAL CREEK
- OPEN DITCH TO CRYSTAL CREEK
- PRIVATE
- INFILTRATION
- Illicit Pipe



CITY OF CLE ELUM
Stormwater Inventory
Illicit Connection Exhibit B

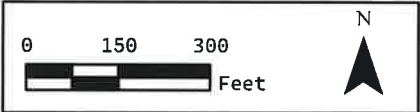


LEGEND

- Outside City Limits
- City Parcels
- Catch Basin Inlet
- Private Catch Basin
- Dry Well
- Illicit Basin Connection
- Failure Point
- Illicit Pipe Connection

Storm Lines

- PIPE TO TOWN DITCH
- PIPE TO CRYSTAL CREEK
- OPEN DITCH TO CRYSTAL CREEK
- Illicit Pipe



CITY OF CLE ELUM
Stormwater Inventory
Illicit Connection Exhibit C

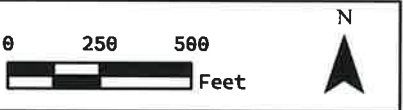


LEGEND

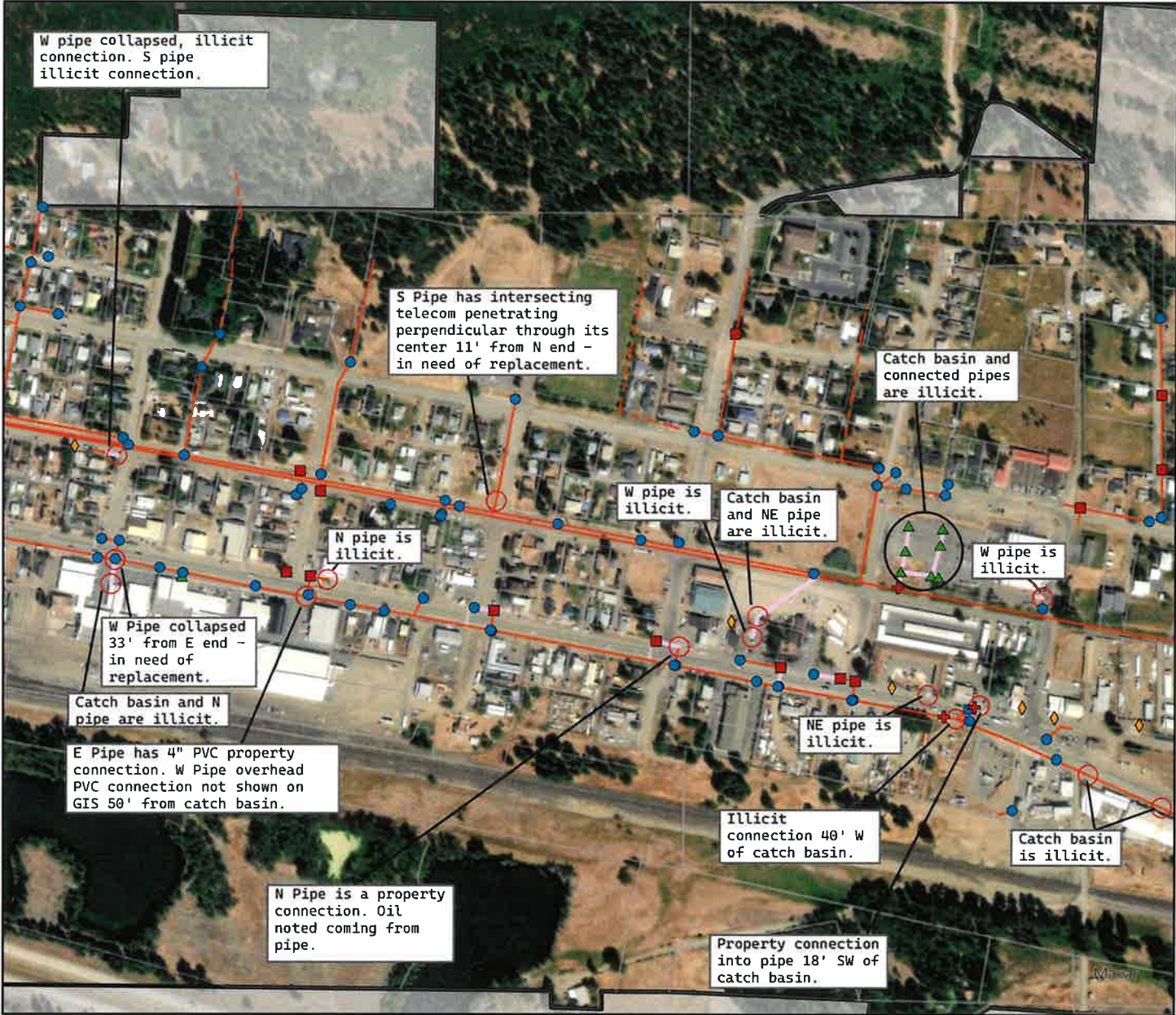
- Outside City Limits
- City Parcels
- Catch Basin Inlet
- Private Catch Basin
- Dry Well
- Illicit Basin Connection
- Failure Point
- Illicit Pipe Connection

Storm Lines

- PIPE TO TOWN DITCH
- PIPE TO CRYSTAL CREEK
- OPEN DITCH TO CRYSTAL CREEK
- INFILTRATION
- Illicit Pipe



CITY OF CLE ELUM
Stormwater Inventory
Illicit Connection Exhibit D



LEGEND

- Outside City Limits
- City Parcels
- Catch Basin Inlet
- Private Catch Basin
- Dry Well
- Illicit Basin Connection
- Failure Point
- Illicit Pipe Connection

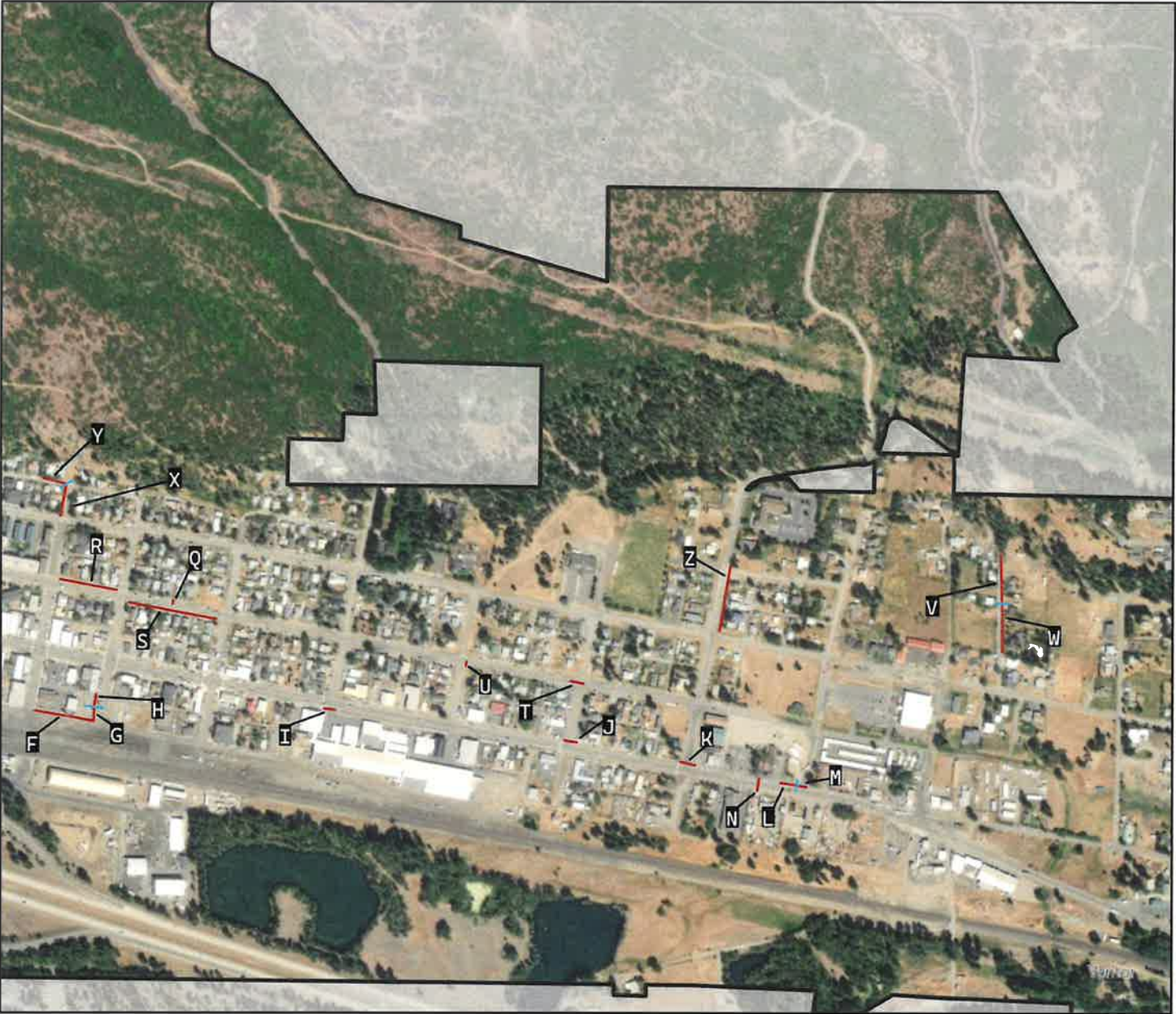
Storm Lines

- PIPE TO TOWN DITCH
- OPEN DITCH TO TOWN DITCH
- Illicit Pipe



Figure 6-1

CITY OF CLE ELUM
Broken Pipes Exhibit



LEGEND

OUTSIDE CITY LIMITS

STORM LINES

- PIPE TO TOWN DITCH
- OPEN DITCH TO TOWN DITCH
- PIPE TO CRYSTAL CREEK
- OPEN DITCH TO CRYSTAL CREEK
- PRIVATE
- INFILTRATION
- BROKEN PIPE
- PIPE SEGMENT INDICATOR

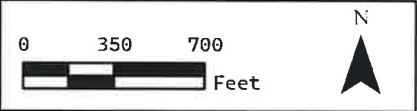


Figure 6-2

CITY OF CLE ELUM
Broken Pipes Exhibit

