

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

PLANNER
SHANNON JOHNSON

**City Council
Agenda
April 14, 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.

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

a. April 14, 2026, Sign In Sheet

2. Public Comment – Limited to 5 Minutes per Speaker

a. Brian Guinn — Letter Submitted Re: Airport Use

3. Announcements, Appointments, Awards, and Recognition

a. Steven Cook — Certificate of Municipal Leadership

4. Approval of Meeting Agenda

5. Consent Agenda

Items listed below have been distributed to Council Members in advance for review and will be 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 24, 2026
- b. Special Joint Meeting Minutes — March 30, 2026
- c. Payables — March 14, 2026 — \$443,790.24
- d. Payroll Vouchers — April 3, 2026 — \$471,135.95
- e. Ratify Mayor Lundh's Signature — Taser 10 & Axon Virtual Reality (VR) Program Agreement

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- f. Alleyway CIPP and Sewer Main Improvements — Progress Estimate No. 01 \$66,710.44 — P&A Civil, LLC.
6. **Department Head Reports**
 - a. Rob Omans — City Administrator
 - b. Shannon Johnson — Planning Director
 - c. Mathew Bailey — Public Works Director
 - d. Ed Mills — Fire Chief
 - e. Rich Albo — Police Chief
 - f. William LaRue — Utilities Operations Manager
7. **Public Appearances – 15-Minute Limit**
 - a. Carpenter Museum and the High Country Artist — Susie Weis
 - b. Puget Sound Energy Wildfire Plan & Mitigation Projects — Carryn Vande Griend
 - c. Cle Elum Downtown Association — Kaylee Thompson
8. **Business Requiring Public Hearings**
9. **Unfinished Business**
 - a. Ordinance 1724 — Inland Cellular LLC Franchise Agreement (2nd reading) — Colleda Monick — Planning Consultant
10. **New Business**
 - a. Resolution 2026-014 — Habitat for Humanity Right-of-Way Vacation — Colleda Monick — Planning Consultant
 - b. Resolution 2026-015 — Safety Action Plan — Colleda Monick — Planning Consultant
 - c. Ordinance 1727 — NFC Northwest, LLC Franchise Agreement (1st reading) — Colleda Monick — Planning Consultant
 - d. Project Acceptance — Second Street Roundabout — Interwest Construction Inc. — Mathew Bailey — Public Works Director
 - e. Ordinance 1725 — Interfund Transfer — Budget Amendment — Rob Omans — City Administrator
 - f. Upper Kittitas County Community Recreation Center — 2026 Lodging Tax Application — Councilmember Malek
11. **Report of Committees**
 - a. Public Works & Community Development
 - b. Public Safety & Health
 - c. Lodging Tax & Events
 - d. General Government
12. **Councilmember Comments - Limited to 5 Minutes**
13. **Mayor's Report**

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14. 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 for the agency.

15. Adjournment

Upcoming Meetings:

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

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

Planning Commission Meeting — April 21, 2026, at 6:00 p.m.

General Government Committee Meeting — April 22, 2026, at 8:30 a.m.

Regular Council Meeting — April 28, 2026, at 6:00 p.m.

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

Public Works & Community Development Committee Meeting — May 5, 2026, at 1:00 p.m.

Lodging Tax & Events Committee Meeting — May 13, 2026, at 8:30 a.m.

Public Safety & Health Committee Meeting — May 14, 2026, at 9:00 a.m.

City of Cle Elum Regular Council Meeting

April 14, 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
Christine Hartigan Hartigan	509 2nd ST	
Brian Guinn	81 Jack Pine Dr.	
Bry T	311 Washington	
Cody Scriber	411 W NEVADA AVE	
Mountain Mary	S. C.E.	

City of Cle Elum - 4/14/2026

Subject: Grant Assurances, Airport Use, and Potential Sale of Cle Elum Municipal Airport

Dear Council Members and City Officials,

I'm here to address critical considerations regarding the future of Cle Elum Municipal Airport.

First, I want to emphasize that the airport's federal grant assurances remain in full effect.

49 U.S.C. § 47107 (Project Grant Application Approval): The core statute requiring airport sponsors to adhere to specific assurances, including keeping the airport open, using revenues for airport purposes, and ensuring non-discrimination. This is federal law

Even if the city faces financial challenges, these obligations don't disappear. Just as the city continues to process building permits, have council meetings, plan budgets, it must also continue to honor grant assurances—such as ensuring fair access to build hangars when appropriate.

Second, the airport is a vital public asset. Last year, when we had fires at the west end of the city and with the easterly winds that week, the city was in direct threat - it played a crucial role in wildfire response. Firefighting helicopters used the airport to resupply and refuel using a fuel truck, directly supporting the safety of our community. The county has built a Search and Rescue facility within close proximity to the airport, this was a strategic move to have quick access to an airfield for SAR operations. This underscores the airport's importance in emergency response and regional resilience. Selling the airport as "land" would be a serious disservice to this city and its constituents – which brings me to my next point

If the city ever considers selling the airport, it cannot proceed without FAA approval. The FAA has interest in keeping airports operational, not decommissioning them and would likely require continued aviation use. Simply closing the runway would also require FAA approval, and the city would have to demonstrate the airport is no longer needed. Yet, given its clear benefit to local aviation users and emergency services that would be difficult to justify.

To reiterate, if the city ever considers selling or closing the airport, please note that, under FAA Order 5190.6B, any sale, closure, or release from grant assurances requires FAA approval. The city would need to follow FAA processes to demonstrate the airport is no longer needed or arrange appropriate repayment of federal funds. Not only would

the city need to follow the FAA process but if they were to try selling the airport for anything other than being used as an airfield, there are several hangar owners with long term leases that would be severely impacted by this move - I assume they will not go quietly.

The airport remains a critical asset, both legally and practically. I urge the city to continue honoring its obligations and to recognize the airport's value to the community. If the city finds it cannot feasibly operate the airport due to financial circumstances, I, along with current hangar owners and other interested parties, would be willing to purchase the airport and ensure its continued use for public aviation. This is a lengthy process, the FAA needs to be involved, a new owners group would need to prove that they are capable of carrying on the grant assurances just as the city is supposed to do. If this is of interest to the city these conversations need to start now.

With regard to grant assurance violations - I Would like to share with you some local case law, Jim Martyn V. Port of Anacortes (Docket No. 16-02-03) This was a very similar situation to what we have here, the Port allowing hangar builds to some but not others. In short, the FAA found that the Port was in violation of its grant assurances and ordered them to file a corrective action plan within 20 days of the judgement – There are a number of cases like this across the country and can be accessed publicly on the FAA website if anyone is interested in combing through them.

This is now my 6th attempt to get answers from the city, I sent an email on 3/30 to Rob, Debbie and the Mayor with a lengthy request – Debbie responded to her portion and followed through but Rob simply replied with “No new updates” not answering a single question I put in that email. This is the type of action, or lack thereof, which landed the city in its current situation, making headlines across the region and even the country. Imagine the headline “Bankrupt city now under Federal investigation for non-compliance” or “Bankrupt city under Federal investigation for discrimination” – There is a prominent talk show host that lives in town, we all know who he is, no need to name names, we also know he likes these topics and would report on it; then it may be picked up by the associated press shortly thereafter.

Let's save the embarrassment from the city as a whole, let's not be in the headlines again – this takes simple action from the city to abide by the grant assurances they are legally bound by and allow the continued operation of the airport to include land leases for hangar builds, not only for myself but other interested parties as well.

Sincerely,
Brian Guinn

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



Telephone: (509) 674-2262
Fax: (509) 674-4097
www.cityofcleelum.com

FOR IMMEDIATE RELEASE

Councilmember Steven Cook awarded the Certificate of Municipal Leadership

OLYMPIA, WA Steven Cook recently earned a Certificate of Municipal Leadership from the Association of Washington Cities (AWC).

AWC's Certificate of Municipal Leadership program recognizes city and town elected officials for accomplishing training in five core areas:

- Legal requirements, roles and responsibilities, and ethics (Legal)
- Budgeting and financial management (Budget)
- Infrastructure, transportation, and land use (Land use)
- Building safe, healthy, and thriving communities (Community)
- Effective local leadership (Leadership)

"Being a city leader in Washington is a complex job," said AWC CEO Deanna Dawson. "Through our CML program we are providing our elected officials with the knowledge they need to effectively operate within the law, plan for the future, secure and manage funds, foster strong relationships, and work to build more equitable communities."

Cook completed more than 30 hours of training to earn this distinction.

Councilmember since January 2024

AWC serves its members through advocacy, education, and services. Founded in 1933, AWC is a private, nonprofit, nonpartisan corporation that represents Washington's 281 cities and towns before the state legislature, the state executive branch, and with regulatory agencies. AWC also provides training, data and publications, and programs such as the AWC Employee Benefit Trust, AWC Risk Management Service Agency, AWC Workers' Comp Retro, AWC Drug and Alcohol Consortium, and AWC GIS Consortium.

AWC Certificate of Municipal Leadership

AWC recognizes

Councilmember Steven Cook

City of Cle Elum

for the successful completion of
AWC's Certificate of Municipal Leadership
training program.

Presented: April 7, 2026



A handwritten signature in black ink, appearing to read "Fred Brink".

Fred Brink
AWC President

CLE ELUM CITY COUNCIL
MINUTES
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6:00 PM
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1. Call to Order, Pledge of Allegiance, and Roll Call

Councilmembers 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 - City Clerk
Shannon Johnson - Planning Director
Mathew Bailey - Public Works Director via zoom
Colleda Monick - Planning Consultant
Rich Albo - Police Chief
Erica Krum - Assistant City Administrator
Joseph Calhoun - HLA

- 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.](#)

The council entered Executive Session at 6:03 p.m. and reconvened at 6:15 p.m.

A decision is anticipated.

MOTION: Councilmember Harper made a motion to authorize the Mayor to take all actions, including filing suit, to ensure the City has complete control of the City's Volunteer Fire Department Facebook page; seconded by Councilmember Cook.

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MOTION CARRIED: 7 yes 0 no.

3. Public Comment – Limited to 5 Minutes per Speaker

Chris Collins commended the Council for their performance.

a. [Brian Guinn - Cle Elum Municipal Airport](#)

Brian Guinn expressed concerns regarding the construction of a hangar at the airport. Documentation related to this matter is attached for review.

4. Announcements, Appointments, Awards, and Recognition

a. [Recognition of Service — Jane Agar](#)

A plaque will be presented to Jane Agar, Librarian, in recognition of her service. The presentation is scheduled for March 31, 2026, at the library from 10:00 AM to 12:00 PM.

b. [Proclamation Honoring Cle Elum – Roslyn High School Girls Basketball Team](#)

Mayor Lundh presented a proclamation to the Cle Elum Roslyn High School Girls Basketball team, recognizing their achievement as the 2026 State Champions.

c. [Certificates of Appreciation — Cle Elum – Roslyn High School Teen Prevention Club](#)

Mayor Lundh presented a proclamation and certificates to members of the Cle Elum Roslyn High School Teen Prevention Club.

d. [Proclamation Designating April 2026 as Child Abuse Awareness Month — Jeff Myers — Court Appointed Special Advocates \(CASA\)](#)

Mayor Lundh proclaimed April 2026 as Child Abuse Awareness Month.

Representatives of Court Appointed Special Advocates (CASA), Jeff Myers and Debbie Cernick, provided a brief report on their organization.

5. Approval of Meeting Agenda

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MOTION: Councilmember Harper made a motion to approve the meeting agenda as presented; seconded by Councilmember Williams.
MOTION CARRIED: 7 yes 0 no.

6. Consent Agenda

MOTION: Councilmember Cook made a motion to approve the consent agenda; seconded by Councilmember Williams.
MOTION CARRIED: 7 yes 0 no.

- a. Council Meeting Minutes — March 10, 2026

- b. Payables — March 24, 2026 — \$484,815.90

7. Department Head Reports

- a. Rob Omans — City Administrator
See attached report.

February 2026 — Budget and Treasurer's Report

- b. Rich Albo — Police Chief
See attached report.
- c. Mathew Bailey — Public Works Director
See attached report.

8. Public Appearances – 15-Minute Limit

- a. Cle Elum – Roslyn High School Prevention Club
See attached presentation.

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b. [Upper Kittitas County Community Recreation Center Update — Claire Nicholls](#)

Gary Berndt gave an update regarding the Upper Kittitas County Community Recreation Center.

The establishment of the Public Utility District related to the Upper Kittitas County Community Recreation Center does not require a vote; however, the proposed addition of a sales tax must be submitted for a vote.

9. **Business Requiring Public Hearings**

10. **Unfinished Business**

11. **New Business**

a. [Taser 10 & Axon Virtual Reality \(VR\) Program Agreement — Rich Albo — Police Chief](#)

Chief Albo presented the Taser 10 and Axon Virtual Reality Program, which requires \$6,000 in funding from the city. Chief Albo has committed to reallocating this amount from his existing budget. The discussion covered the specific coverage of the grant, noting that the first scheduled payment is due in May, contingent upon the acceptance of the agreement. Additionally, the discussion addressed training with tasers, incorporating both policy and legal considerations.

A representative of Axon gave a presentation about what is covered with the Taser 10 and Axon Virtual Reality Program.

MOTION: Councilmember Harper made a motion to approve the Taser 10 & Axon Virtual Reality (VR) Program Agreement; seconded by Councilmember Cook.

MOTION CARRIED: 7 yes 0 no.

b. [Ordinance 1724 — Inland Cellular LLC Franchise Agreement — Colleda Monick — Planning Consultant](#)

Colleda Monick, HLA Planning Consultant, provided an overview of the Franchise Agreement process. Key discussion points included the requirements for two readings, the length of the agreement, and bonding requirements. The City's legal department oversees all

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negotiations, which may involve confidential items.

Nathan Weis, representing Inland Cellular LLC wireless telecommunications and fiber services, noted that revenue is generated for the city through the Franchise Agreement. The primary product offered is wireless home internet, with a main focus on fiber and the proposal of a cellular tower.

- c. [Resolution 2026-011 — City of Cle Elum Americans with Disabilities Act \(ADA\) Self - Evaluation Report and Transition Plan — Joseph Calhoun — HLA](#)

Joseph Calhoun, HLA, presented the ADA Self-Evaluation Report and Transition Plan.

A discussion took place regarding snow removal policies and how they may be incorporated into the plan.

The implementation of this plan is deemed beneficial.

MOTION: Councilmember Harper made a motion to approve Resolution 2026-011 City of Cle Elum Americans with Disabilities Act (ADA) Self-Evaluation Report and Transition Plan; seconded by Councilmember Cook.

MOTION CARRIED: 7 yes 0 no.

- 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](#)

Mathew Bailey, Public Works Director, presented a resolution to formalize a mutual aid agreement with the City of Roslyn. This agreement addresses the provision of public works equipment and personnel support.

MOTION: Councilmember Cook made a motion to approve Resolution 2026-012 Interlocal Agreement between the City of Cle Elum and City of Roslyn for Mutual Aid; seconded by Councilmember Williams.

MOTION CARRIED: 7 yes 0 no.

- 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](#)

Resolution 2026–013 concerns a professional services agreement for water management services. This agreement is set to expire at the conclusion of the calendar year. Roslyn seeks the assistance of a certified employee to address the vacancy in their staffing.

MOTION: Councilmember Cook made a motion to approve Resolution 2026-013 Interlocal Agreement between the City of Cle Elum and City of Roslyn for Public Works Services; seconded by Councilmember Williams.

MOTION CARRIED: 7 yes 0 no.

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f. [Library Director Job Description — Erica Krum — Assistant City Administrator](#)

Mayor Lundh has proposed the consolidation of two library employee positions into one. As part of this effort, Amy Pridemore is being promoted to the position of Library Director.

MOTION: Councilmember Harper made a motion to approve the Library Director Job Description, Ordinance 1722, Updating the 2026 Salary Schedule and approving the Mayor to sign the Employment Agreement; seconded by Councilmember Buechle-Curtis.

MOTION CARRIED: 7 yes 0 no.

g. [Ordinance 1722 — Update 2026 Salary Schedule — Erica Krum — Assistant City Administrator](#)

MOTION: Councilmember Harper made a motion to approve the Library Director Job Description, Ordinance 1722, Updating the 2026 Salary Schedule and approving the Mayor to sign the Employment Agreement; seconded by Councilmember Buechle-Curtis.

MOTION CARRIED: 7 yes 0 no.

h. [Library Director Employment Agreement — Erica Krum — Assistant City Administrator](#)

MOTION: Councilmember Harper made a motion to approve the Library Director Job Description, Ordinance 1722, Updating the 2026 Salary Schedule and approving the Mayor to sign the Employment Agreement; seconded by Councilmember Buechle-Curtis.

MOTION CARRIED: 7 yes 0 no.

12. **Report of Committees**

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

Reminder: Meeting dates have been changed to the first Tuesday of each month at 1:00 p.m.

[Stormwater Rate Discussion](#)

The agenda will include discussion on the stormwater plan, which outlines that the revenue generated will repay the loan and establish a fund for capital project repairs. Three possible rate structures will be evaluated. Committee Member Harper expresses a preference for postponing if feasible; however, it should be noted that the loan is approaching its due date, and there is existing infrastructure that requires maintenance.

b. [Public Safety & Health](#)

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The committee is discussing Title 8: Animal Code, with ongoing discussions regarding annual license fees for dogs.

Monthly study sessions will continue following the regularly scheduled meetings.

c. [Lodging Tax & Events](#)

Councilmember Malek informed the Council that several events were approved during the previous meeting.

d. [General Government](#)

There is a meeting scheduled for tomorrow.

13. Councilmember Comments - Limited to 5 Minutes

14. Mayor's Report

The Terry Bland Easter Egg Hunt has been scheduled.

During Thursday's Rotary meeting, the Paul Harris Community Award will be presented to honor four individuals who exemplify the Rotary model.

A bankruptcy update was provided: a status conference is scheduled for tomorrow to set an evidentiary hearing in early May to determine the city's eligibility, with a ruling expected in late May or June. A plan of adjustment for debts is anticipated by the end of May.

Mayor Lundh encouraged citizens to apply for openings on the following committees and boards: Library Board, Tree Board, Planning Commission, Historic Preservation Commission and Civil Service Commission.

A joint meeting is scheduled for March 30, 2026, with the City of Cle Elum, Town of South Cle Elum, and Fire District No. 7 at the Senior Center at 6:00 p.m. to discuss fire service options.

Additionally, Mayor Lundh attended the AWC conference in Washington, D.C., where he met with the majority of the congressional delegation regarding wildfire prevention and funding.

15. Adjournment

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The meeting was adjourned at 8:23 p.m.

Matthew Lundh, Mayor

Debbie Lee, Clerk

CLE ELUM SPECIAL MEETING
MINUTES
MARCH 30, 2026
6:00 PM
119 W FIRST STREET
CLE ELUM, WA 98922

1. Call to Order and Pledge of Allegiance

Roll Call

City of Cle Elum Councilmembers Present:

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

City of Cle Elum Staff Present:

Matthew Lundh - Mayor
Rob Omans - City Administrator
Debbie Lee - City Clerk
Ed Mills - Fire Chief
Erica Krum - Assistant City Administrator
Brian Carlson — Financial Consultant

Kittitas Fire District No. 7

Jeff Myers — Commissioner Chair
John Keffer — Commissioner Vice Chair
Eryn Micallef — District Secretary
Aaron Lowe — Fire Chief
Chad Akin — Division Chief of Training and Safety

Town of South Cle Elum Councilmembers Present

Dave Allenbaugh
Leslie Ditsworth
Judi Sandretto

Town of South Cle Elum Staff Present

James Devere — Mayor

2. Public Comment - (3 minutes per speaker)

Special Meeting Agenda

March 30, 2026

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Several members of the public provided comments and asked questions during the meeting.

3. Discussion of Fire Service Options

See attached presentation from Kittitas County Fire District No. 7 and City of Cle Elum.

Questions asked during the public comment were answered during this time.

a. [Kittitas County Fire District No. 7 Overview](#)

b. [Fire Service Funding Analysis](#)

4. Adjournment

The meeting adjourned at 9:01 p.m.

Matthew Lundh, Mayor

Debbie Lee, Clerk

CHECK REGISTER

City Of Cle Elum

Time: 14:33:44 Date: 04/09/2026

03/25/2026 To: 04/14/2026

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1248	03/25/2026	Claims	1	EFT	Crystal Springs	119.58	City hall water
1265	03/25/2026	Claims	1	EFT	Cintas Corporation	522.15	Public Works mats/towels/uniforms 3/27 and Public Works/City Hall refill first aid kits 3/22
1269	03/25/2026	Claims	1	EFT	WA State Dept of Licensing	125.00	Gun permits dealer 6033936400100001
1283	03/25/2026	Claims	1	EFT	United Parcel Service	16.28	Police Dept shipping
1284	03/25/2026	Claims	1	EFT	WA State Dept of Revenue	19,810.41	February 2026
1286	03/25/2026	Claims	1	EFT	Crystal Springs	0.03	Rounding error
1287	03/25/2026	Claims	1	EFT	U.S. Cellular	124.10	Water plant connection
1356	03/30/2026	Claims	1	EFT	Inland Networks	134.00	Fiber internet for 602 Stuart View Dr bathroom and city shop
1357	03/30/2026	Claims	1	EFT	Inland Networks	25.00	Library alarm monitoring
1360	03/30/2026	Claims	1	EFT	Pitney Bowes Global Financial Services L	200.00	Police Dept postage
1361	03/30/2026	Claims	1	EFT	WA State Dept of Ecology	2,610.74	Dept. of Ecology Sewer Biosolids annual permit fee
1364	03/30/2026	Claims	1	EFT	Cintas Corporation	294.68	Mats/Towels/Uniforms Public Works 3/24
1379	03/31/2026	Claims	1	EFT	Puget Sound Energy	17,453.73	Feb 2026- 500 Owens Rd, WH20T Sewer
1380	03/31/2026	Claims	1	EFT	Puget Sound Energy	12,354.36	Feb-26 1970 State Route 903 8207
1381	03/31/2026	Claims	1	EFT	Puget Sound Energy	436.41	Feb-26 First St & Pennsylvania Lights 0910 - corrected by PSE
1383	03/31/2026	Claims	1	EFT	Iron Mountain	107.10	Police Dept shredding
1386	03/31/2026	Claims	1	EFT	WA State Dept of Licensing	75.00	Gun permit 1178, 1179, 1180, 1182
1449	04/01/2026	Claims	1	EFT	Methodworks	754.08	March IT Services
1467	03/31/2026	Claims	1	EFT	Employment Security Dept PFML & LTC	-0.03	Adjust LTC Qtr 1
1470	04/03/2026	Claims	1	EFT	Xpress Bill Pay	759.63	March merchant fees
1472	03/31/2026	Claims	1	EFT	American Express	59.36	March merchant fees
1474	04/03/2026	Claims	1	EFT	T-Mobile	94.05	Backup Internet
1491	04/07/2026	Claims	1	EFT	WA State Dept of Licensing	18.00	Gun permit 1181
1495	04/07/2026	Claims	1	EFT	WA State Dept of Licensing	18.00	Gun permit 1183
1513	04/09/2026	Claims	1	EFT	City of Cle Elum	3,401.67	Mar 2026 w/s use - Police, Fire, City Hall, Water plant, Public works, library, bathrooms, rentals
1514	04/14/2026	Claims	1	EFT	Columbia Bank	30,696.78	Police \$382.41 Fire \$626.61 PW \$20,129.00 Library \$394.54 WWTP \$517.07 Police \$1,763.93 Admin \$6,883.22
1516	04/09/2026	Claims	1	EFT	American Express	51.15	March bank fees
1517	04/09/2026	Claims	1	EFT	Cintas Corporation	294.68	Public works/mats, towels, uniforms 3/31
1518	04/09/2026	Claims	1	EFT	Methodworks	3,783.94	March IT Services -- Library, Fire, Police, Water plant, waste water plant, city hall
1521	04/14/2026	Claims	1	48429	Abadan	20.82	Police Dept copier overage 2/2 to 3/1 and surcharge
1522	04/14/2026	Claims	1	48430	Jane Agar	7,290.03	Agar 3 months COBRA insurance/May, June, July and Library Cleaning for March
1523	04/14/2026	Claims	1	48431	Virgil D Amick	382.45	Planning Tech WABO training/Lynnwood

CHECK REGISTER

City Of Cle Elum

Time: 14:33:44 Date: 04/09/2026

03/25/2026 To: 04/14/2026

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1524	04/14/2026	Claims	1	48432	Array	12,276.00	City Heights Bankruptcy Review Services
1525	04/14/2026	Claims	1	48433	Gary Berndt	297.68	Reimburse for cost of 1/2 removal of Hawthorne tree near flags at the park; completed by Wilderness Ridge; Reimburse for cost of 1/2 of 50 Sugar Maple seedlings purchased from Arbor Day Foundation
1526	04/14/2026	Claims	1	48434	Danielle Bertshi	27.67	Reimburse Fire Dept for medic supplies
1527	04/14/2026	Claims	1	48435	Brown and Jackson Septic	1,120.00	Port A Potty Mar 2026-- Coal Mine Trailhead; Port A Potty Mar 2026 -- 719 E Third Park; Port A Potty Mar 2026 -- 221 E First Public Restrooms; Port A Potty Mar 2026 -- 1002 Forest Service Rd Cemetery
1528	04/14/2026	Claims	1	48436	Cassidy J Buechle-Curtis	480.87	Council member reimbursement - AWC City Action Days 1/20/26-1/22/26
1529	04/14/2026	Claims	1	48437	Central Cleaning	1,260.00	Cleaning City Hall 3/23, Shop 3/24 and 3/31, Police 3/26 and 4/2, Fire 3/27; Library cleaning 4/4 and 4/12; Cleaning -- City Hall 4/6; Shop 4/7 and 4/14; Police 4/9 and 4/16, Fire 4/10
1530	04/14/2026	Claims	1	48438	Century Link	24.02	Public Works telephone 674-5126
1531	04/14/2026	Claims	1	48439	Cle Elum Farm and Home	501.02	Fire Dept Acct 24 -- engraver electric dremel; City Acct 22 -- Bit set, flex couple 6x6 cast, PVC and couple, Mag combo, ex cord and batteries city hall
1532	04/14/2026	Claims	1	48440	Cle Elum Hardware	148.73	City shop/public works Acct 90 -- Shop bulk items, recovery strap cemetery, propane fork lift
1533	04/14/2026	Claims	1	48441	Copiers Northwest Inc.	345.88	City Hall copier LB524 base rate 3/19/26 to 4/18/26; overage charge for 2/19/26 to 3/18/26; City Hall copier JN888 overage charge 3/1-3/31 plus tax; Library JQ716/ Public Works JQ717 copier overage c
1534	04/14/2026	Claims	1	48442	Dell Marketing L.P	26,860.74	Police Dept DOJ Grant for 10 computers
1535	04/14/2026	Claims	1	48443	Ecolube Recovery, LLC	236.50	Used oil
1536	04/14/2026	Claims	1	48444	First Responder Outfitters-TAC	442.65	Police Dept employee uniform allowance - Jenn Rogers
1537	04/14/2026	Claims	1	48445	Goble Sampson Associates Inc.	797.98	Regional water repair WATM x 2
1538	04/14/2026	Claims	1	48446	Harvest Valley Pest Control	162.75	City Hall pest control
1539	04/14/2026	Claims	1	48447	Huntington National Bank	3,668.35	Police Dept camera lease x11; Police Dept camera lease x4
1540	04/14/2026	Claims	1	48448	Inslee Best Doezie & Ryder, P.S.	13,949.50	February Attorney Fees -- PRR's, Blue Fern, Bankruptcy, Homestead Appeal, Horse Park Grant, permitting, 901 W 2nd, NFC franchise, arbitration, separation agree., SEPA, facility use policies

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1541	04/14/2026	Claims	1	48449	Ironclad Company	6,824.33	Grader 5/8 blade; Grader repair/stinger boards and scarifier tooth
1542	04/14/2026	Claims	1	48450	James Oil Company	3,129.91	Public Works fuel 3/16 to 3/31; Police Dept fuel 3/16 to 3/31
1543	04/14/2026	Claims	1	48451	Jerrof's	240.82	Copy paper; Pre perforated paper & Classic certificate card stock paper
1544	04/14/2026	Claims	1	48452	Kittitas County Dept. of Public Defense	2,550.00	March Defense Attorney Fees
1545	04/14/2026	Claims	1	48453	Kittitas County Sheriff Department	12,761.06	1st Qtr County Inmate Contract Jail costs
1546	04/14/2026	Claims	1	48454	Thomas Klobucar	400.00	Thomas Klobucar requested refund of \$400 for a lot buy back. His wife is placed in space he will be placed with her. Section A Block 12 Space 2 is the lot the city is buying back. purchased 1996
1547	04/14/2026	Claims	1	48455	Lab Test	1,630.25	Sewer plant lab test 3/4; Sewer plant lab test 3/10; Sewer plant lab test 3/11; Water lab test Regional 3/17; Sewer lab test Regional 3/19; Regional sewer tests 3/24; Reg
1548	04/14/2026	Claims	1	48456	Law Office of Mark W. Garka, PLLC	4,000.00	March Prosecution Services
1549	04/14/2026	Claims	1	48457	Locality Media, Inc.	6,797.53	Fire Dept web responder dashboard reimbursed by the Town of South Cle Elum (see IP)
1550	04/14/2026	Claims	1	48458	Marson & Marson	115.92	Metal cut off wheel, 14" diamond segmented blade
1551	04/14/2026	Claims	1	48459	Edwin L Mills	624.98	Reimburse Fire Chief for WABO Conference lodging, parking, mileage, meals
1552	04/14/2026	Claims	1	48460	Mountain Auto Parts	2,120.34	Police Acct 2387 -- car wash, 6 12-1.5A Charger, oil; City/Public Works Acct 2385- Radiator F350, coolant, gunk removal, core deposit credit, vector grease fitting, 31 grader hyd hose fitting, F150, C
1553	04/14/2026	Claims	1	48461	North Central Laboratories	428.25	Regional sewer supplies
1554	04/14/2026	Claims	1	48462	Northern Kittitas County Tribune	729.30	Sealed bids for Police Department desktop computers 2nd run; Tribune ad police dept sealed bids desktop computers 1st run; Tribune ad spring cleanup 2nd run; Tribune ad spring cleanup 1st run; Tribun
1555	04/14/2026	Claims	1	48463	One Call Concepts, Inc	23.63	March call before digs x 17
1556	04/14/2026	Claims	1	48464	P&A Civil, LLC	66,710.44	Alleyway Sewer Main Improvements
1557	04/14/2026	Claims	1	48465	PacWest Machinery LLC	1,911.54	Sweeper Tymco Coil and control
1558	04/14/2026	Claims	1	48466	Pape Machinery	565.74	Public works DE12-17W42 Linear Actua
1559	04/14/2026	Claims	1	48467	Public Safety Testing Inc.	145.00	Police Department Subscription Fees Q1 - January to March 2026
1560	04/14/2026	Claims	1	48468	Specialized Pavement Marking LLC	18,521.82	2025 Paving/Striping

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1561	04/14/2026	Claims	1	48469	Temp control Heating & Refrigeration L	30,165.91	Police Dept - Bosch mini split system for west side of bldg.
1562	04/14/2026	Claims	1	48470	Van Ness Feldman LLP	5,828.00	Attorney Fees February -- Hanson Easement Issue; Attorney Fees February -- Blue Fern
1563	04/14/2026	Claims	1	48471	WA State Dept of Retirement Sys.	25.00	Old Age and Survivors Insurance OASI for 2025
1564	04/14/2026	Claims	1	48472	WA State Dept of Trans.	1,370.57	SR903 Stafford Roundabout Grant Construction Oversight DOT
1565	04/14/2026	Claims	1	48473	WA State Dept of Transportation	3,626.06	Police Dept March Fuel
1566	04/14/2026	Claims	1	48474	WA State Patrol	36.00	Police Dept - CPL Fingerprints Mar 2026
1567	04/14/2026	Claims	1	48475	Waste Management Corp. Serv.	106,122.78	March Solid Waste and removal service
1568	04/14/2026	Claims	1	48476	Wholesail Network LLC	1,262.25	City Internet
1569	04/14/2026	Claims	1	48477	Z&M Enterprise, LLC	448.79	Sewer plant fan for power cabinet
1293	03/25/2026	Claims	9	EFT	U.S. Bank	40.50	March safekeeping fees
						465.30	
						2,885.19	
						94.40	
						19,718.00	
						10,936.33	
						52,469.39	
						10,242.09	
						780.11	
						1,153.84	
						8,904.07	
						1,267.05	
001 Current Expense/General Fund						108,915.77	
518 Centralized Services						12,276.00	
004 City Heights WCIA Settlement Agreement 2023						12,276.00	
542 Streets - Maintenance						20,128.90	
543 Streets Admin & Overhead						13,903.25	
101 Street Fund						34,032.15	
595 Capital Expenditures- Streets						1,370.57	
102 TIB Complete Streets Grant						1,370.57	
521 Police Department						247.12	
104 Police 3/10's Sales Tax Fund						247.12	
594 Capital Expenditures						665.00	
106 Tourist/Lodging Tax Fund						665.00	
542 Streets - Maintenance						115.00	
110 Coal Mine Trail Fund						115.00	
515 Legal Services						5,944.50	
131 Blue Fern DA # 2002-01 CRA 2024-01,03						5,944.50	
594 Capital Expenditures						30,165.91	
309 REET Excise Tax/Capital Projects Fund						30,165.91	
534 Water Utilities						18,235.08	

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
		401 Water Fund				18,235.08	
		537 Garbage & Solid Waste				112,323.31	
		402 Garbage Fund				112,323.31	
		546 Airports, Port, Terminal				50.97	
		403 Airport Fund				50.97	
		534 Water Utilities				14,939.52	
		404 Water Regional Fund				14,939.52	
		534 Water Utilities				2,946.58	
		406 Water Capital Reserve Fund				2,946.58	
		535 Sewer				11,102.49	
		594 Capital Expenditures				66,710.44	
		409 Sewer Fund				77,812.93	
		535 Sewer				23,477.83	
		410 Sewer Regional Fund				23,477.83	
		580 Non Expenditures				272.00	
		699 State Agency Fund 380/580				272.00	
						443,790.24	Claims:
							443,790.24

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 _____

Payroll

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City Of Cle Elum

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1052	03/31/2026	Payroll	1	EFT	Employment Security Dept PFML & LTC	3,887.88	Pay Cycle(s) 01/01/2026 To 03/31/2026 - ESD -- LTC
1053	03/31/2026	Payroll	1	EFT	Employment Security Dept PFML & LTC	8,730.94	Pay Cycle(s) 01/01/2026 To 03/31/2026 - ESD -- PFMLA
1054	03/31/2026	Payroll	1	EFT	WA State Dept of Labor & Ind.	24,171.71	1ST Quarter L&I: 01/01/2026 - 03/31/2026
1152	03/20/2026	Payroll	1	EFT	Jane Agar	1,200.00	
1153	03/20/2026	Payroll	1	EFT	Virgil D Amick	1,500.00	
1154	03/20/2026	Payroll	1	EFT	Matthew R Anderson	2,000.00	
1155	03/20/2026	Payroll	1	EFT	Aaron G Barr	1,600.00	
1156	03/20/2026	Payroll	1	EFT	John M Butorac	1,900.00	
1157	03/20/2026	Payroll	1	EFT	Audrey M Casassa	1,300.00	
1158	03/20/2026	Payroll	1	EFT	Brian DeFrang	500.00	
1159	03/20/2026	Payroll	1	EFT	Bradley D Helgeson	2,000.00	
1160	03/20/2026	Payroll	1	EFT	Kathryn A Heller	750.00	
1161	03/20/2026	Payroll	1	EFT	Shannon D Johnson	4,000.00	
1162	03/20/2026	Payroll	1	EFT	William LaRue	1,500.00	
1163	03/20/2026	Payroll	1	EFT	Debbie Lee	1,100.00	
1164	03/20/2026	Payroll	1	EFT	David Lindseth	800.00	
1165	03/20/2026	Payroll	1	EFT	Edwin L Mills	2,500.00	
1166	03/20/2026	Payroll	1	EFT	Cheryl J Montgomery	2,000.00	
1167	03/20/2026	Payroll	1	EFT	William Neuman	1,000.00	
1168	03/20/2026	Payroll	1	EFT	Robin L Newcomb	3,500.00	
1169	03/20/2026	Payroll	1	EFT	Robert F Omans	2,000.00	
1170	03/20/2026	Payroll	1	EFT	Whitney Prosek	800.00	
1171	03/20/2026	Payroll	1	EFT	Jennifer E Rogers	2,000.00	
1172	03/20/2026	Payroll	1	EFT	Cornelia J Van Dongen	1,000.00	
1173	03/20/2026	Payroll	1	EFT	Anthony A Venera	2,000.00	
1174	03/20/2026	Payroll	1	EFT	Levi A Waddell	2,000.00	
1175	03/20/2026	Payroll	1	EFT	Columbia Bank	40,000.00	941 Taxes for 3/20 Draws
1398	04/03/2026	Payroll	1	EFT	Jane Agar	23,113.58	
1399	04/03/2026	Payroll	1	EFT	Richard D Albo	8,630.88	
1400	04/03/2026	Payroll	1	EFT	Daniel J Alcaraz	4,327.45	
1401	04/03/2026	Payroll	1	EFT	Virgil D Amick	3,389.48	
1402	04/03/2026	Payroll	1	EFT	Matthew R Anderson	7,141.29	
1403	04/03/2026	Payroll	1	EFT	Mathew D Bailey	5,668.43	
1404	04/03/2026	Payroll	1	EFT	Aaron G Barr	4,541.95	
1405	04/03/2026	Payroll	1	EFT	Cassidy J Buechle-Curtis	226.85	
1406	04/03/2026	Payroll	1	EFT	John M Butorac	3,570.63	
1407	04/03/2026	Payroll	1	EFT	Audrey M Casassa	2,538.89	
1408	04/03/2026	Payroll	1	EFT	Steven Cook	226.85	
1409	04/03/2026	Payroll	1	EFT	Jonathan E Cornelius	226.85	
1410	04/03/2026	Payroll	1	EFT	Brian DeFrang	7,279.67	
1411	04/03/2026	Payroll	1	EFT	Mark Goodwin	199.11	
1413	04/03/2026	Payroll	1	EFT	Carl J Heimbigner	125.68	
1414	04/03/2026	Payroll	1	EFT	Bradley D Helgeson	7,433.91	
1415	04/03/2026	Payroll	1	EFT	Kathryn A Heller	3,266.56	
1416	04/03/2026	Payroll	1	EFT	Alec Johnson	5,899.70	
1417	04/03/2026	Payroll	1	EFT	Shannon D Johnson	3,551.49	
1418	04/03/2026	Payroll	1	EFT	Craig D Juris	4,167.64	
1419	04/03/2026	Payroll	1	EFT	Jessica T Korich	3,675.31	
1420	04/03/2026	Payroll	1	EFT	Erica M Krum	5,392.89	

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1421	04/03/2026	Payroll	1	EFT	William LaRue	6,580.40	
1422	04/03/2026	Payroll	1	EFT	Debbie Lee	5,575.85	
1423	04/03/2026	Payroll	1	EFT	David Lindseth	4,133.85	
1424	04/03/2026	Payroll	1	EFT	Matthew Lundh	2,636.99	
1425	04/03/2026	Payroll	1	EFT	Mario M Magnotti	6,792.39	
1426	04/03/2026	Payroll	1	EFT	Audrey Malek	226.85	
1427	04/03/2026	Payroll	1	EFT	Dawson E McLaughlin	3,729.64	
1428	04/03/2026	Payroll	1	EFT	Edwin L Mills	4,533.71	
1429	04/03/2026	Payroll	1	EFT	Cheryl J Montgomery	3,228.20	
1430	04/03/2026	Payroll	1	EFT	William Neuman	3,887.08	
1431	04/03/2026	Payroll	1	EFT	Robin L Newcomb	4,127.08	
1432	04/03/2026	Payroll	1	EFT	Robert F Omans	6,180.72	
1433	04/03/2026	Payroll	1	EFT	Amy E Pridemore	2,042.67	
1434	04/03/2026	Payroll	1	EFT	Whitney Prosek	2,788.13	
1435	04/03/2026	Payroll	1	EFT	Kenneth C Ratliff	226.85	
1436	04/03/2026	Payroll	1	EFT	Jennifer E Rogers	4,990.66	
1437	04/03/2026	Payroll	1	EFT	Austin M Simmons	3,942.55	
1438	04/03/2026	Payroll	1	EFT	Chase M Stanley	1,035.02	
1439	04/03/2026	Payroll	1	EFT	Kaylee M Thompson	125.68	
1440	04/03/2026	Payroll	1	EFT	Cornelia J Van Dongen	1,176.19	
1441	04/03/2026	Payroll	1	EFT	Anthony A Venera	7,930.21	
1442	04/03/2026	Payroll	1	EFT	Levi A Waddell	2,543.90	
1443	04/03/2026	Payroll	1	EFT	Brian Welch	4,618.08	
1444	04/03/2026	Payroll	1	EFT	Elizabeth M Williams	226.85	
1457	04/03/2026	Payroll	1	EFT	AWC Health Insurance	23,250.35	Pay Cycle(s) 04/03/2026 To 04/03/2026 - Asuris 250 Med/Den/Vis
1458	04/03/2026	Payroll	1	EFT	Colonial Life	541.85	Pay Cycle(s) 04/03/2026 To 04/03/2026 - Colonial Insurance Pre; Pay Cycle(s) 04/03/2026 To 04/03/2026 - Colonial Insurance
1459	04/03/2026	Payroll	1	EFT	Columbia Bank	48,250.11	941 Deposit for Pay Cycle(s) 04/03/2026 - 04/03/2026
1460	04/03/2026	Payroll	1	EFT	HRA VEBA Trust Contributions	9,270.00	Pay Cycle(s) 04/03/2026 To 04/03/2026 - Veba
1461	04/03/2026	Payroll	1	EFT	Northwest Admin Transfer Acct	7,562.50	Pay Cycle(s) 04/03/2026 To 04/03/2026 - NW Admin RWT/Dental
1462	04/03/2026	Payroll	1	EFT	Teamsters Local #760	2,048.00	Pay Cycle(s) 04/03/2026 To 04/03/2026 - Teamsters Dues
1463	04/03/2026	Payroll	1	EFT	UEBT	28,950.00	Pay Cycle(s) 04/03/2026 To 04/03/2026 - UEBT Medical Vision
1464	04/03/2026	Payroll	1	EFT	WA State Dept of Retirement Sys.	2,132.66	Pay Cycle(s) 04/03/2026 To 04/03/2026 - Deferred Comp
1465	04/03/2026	Payroll	1	EFT	WA State Dept of Retirement Sys.	36,382.34	Pay Cycle(s) 04/03/2026 To 04/03/2026 - PERS2; Pay Cycle(s) 04/03/2026 To 04/03/2026 - LEOFF2; Pay Cycle(s) 04/03/2026 To 04/03/2026 - PERS 3
1466	04/03/2026	Payroll	1	EFT	Washington State Support Registry	1,529.42	Pay Cycle(s) 04/03/2026 To 04/03/2026 - Child Support
1412	04/03/2026	Payroll	1	48426	Steven M Harper	216.85	
1445	04/03/2026	Payroll	1	48427	Bill Rolcik Memorial Fund	120.00	Pay Cycle(s) 04/03/2026 To 04/03/2026 - Bill Rock Mem Fund

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1446	04/03/2026	Payroll	1	48428	WCTPTF	7,266.70	Pay Cycle(s) 04/03/2026 To 04/03/2026 - Teamsters Pension Trust
		511 Legislative				1,920.03	
		512 Judicial				5,923.44	
		513 Executive				21,170.82	
		514 Financial, Recording & Elections				13,195.24	
		521 Police Department				141,887.83	
		522 Fire Department				17,676.86	
		524 Protective Inspections				5,344.51	
		536 Cemetery				2,685.24	
		558 Planning & Community Devel				20,955.05	
		572 Libraries				46,802.06	
		576 Park Facilities				3,449.70	
		580 Non Expeditures				8,000.36	
		001 Current Expense/General Fund				289,011.14	
		542 Streets - Maintenance				21,902.16	
		101 Street Fund				21,902.16	
		521 Police Department				26,600.91	
		104 Police 3/10's Sales Tax Fund				26,600.91	
		542 Streets - Maintenance				1.18	
		110 Coal Mine Trail Fund				1.18	
		534 Water Utilities				39,757.12	
		401 Water Fund				39,757.12	
		537 Garbage & Solid Waste				5,078.86	
		402 Garbage Fund				5,078.86	
		534 Water Utilities				20,056.74	
		404 Water Regional Fund				20,056.74	
		535 Sewer				38,517.51	
		409 Sewer Fund				38,517.51	
		535 Sewer				30,210.33	
		410 Sewer Regional Fund				30,210.33	
						471,135.95	Payroll:
							471,135.95

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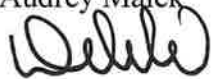
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Trans Date Type Acct # Chk # Claimant Amount Memo

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 _____
4-7-26

CITY OF CLE ELUM
Chief of Police

**AGENDA STAFF
REPORT**

AGENDA DATE: 04/14/2026

ACTION REQUESTED: Ratify Mayor's Signature on AXON the Agreement

BACKGROUND: Last council meeting a presentation was given to request the purchase of Tasers and Virtual Reality Equipment. An error was found after the fact. AXON did not include VR Instructor Certification and Implementation (seen in the Al a Carte Services section). The value of the service is listed at \$3,500.00, however, they are not charging us for it due to the error. This request is intended to rectify the aforementioned error.

RECOMMENDATION: Ratify the Mayor's Signature on the AXON Agreement.

ATTACHMENTS:

LEAD STAFF: Chief Rich Albo



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-816987-46106JH

Issued: 03/25/2026

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: 5098742991 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	\$9,290.13
TOTAL SAVINGS	\$46,450.65

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: \$126,710.13
 Quote List Price: \$92,238.33
 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	\$97.48	\$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 Services									
102605	VR INSTRUCTOR CERTIFICATION + IMPLEMENTATION (INSIDE SALES)	1			\$3,500.00	\$0.00	\$0.00	\$0.00	\$0.00
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

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
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
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
A la Carte	102605	VR INSTRUCTOR CERTIFICATION + IMPLEMENTATION (INSIDE SALES)	1

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

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
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
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	\$5,497.89	\$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	102605	VR INSTRUCTOR CERTIFICATION + IMPLEMENTATION (INSIDE SALES)	1	\$0.00	\$0.00	\$0.00
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

3/25/2026





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



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

CA.AXON.COM

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'.

**Josh Isner
President
Axon Public Safety Canada, Inc.**

Non-Axon trademarks are property of their respective owners.

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**AGENDA STAFF
REPORT**

AGENDA DATE: April 14, 2025

ACTION REQUESTED: Approve Progress Estimate No. 1 in the amount of **\$66,710.44** to P&A Civil, LLC for work completed through March 31, 2026, for the Alleyway CIPP and Sewer Main Improvements Project.

BACKGROUND: The City of Cle Elum entered into a contract with P&A Civil, LLC for construction of the Alleyway CIPP (Cured-In-Place Pipe) and Sewer Main Improvements Project. This project is intended to rehabilitate existing sanitary sewer infrastructure, improve system reliability, and address deficiencies within the alleyway sewer network. Progress Estimate No. 1 covers work completed between March 1, 2026 and March 31, 2026.

As of this progress estimate:

- The project is approximately 27% complete.
- Work completed to date includes:
 - Mobilization and traffic control setup
 - Installation of sewer pipe (6-inch and 8-inch PVC)
 - Manhole installation
 - Crushed surfacing placement
 - Obstruction removal and pipe preparation
 - Cleaning and video inspection of existing sewer lines

RECOMMENDATION: Staff recommends approval of Progress Estimate No. 1 – Alleyway CIPP and Sewer Main Improvements (HLA Project No. 25100)

ATTACHMENTS: CIPP Progress Estimate No. 1

LEAD STAFF: Mathew Bailey

April 2, 2026

City of Cle Elum
119 W. 1st Street
Cle Elum, WA 98922

Attn: Mayor Matthew Lundh

Re: City of Cle Elum
Alleyway CIPP and Sewer Main Improvements
HLA Project No. 25100
Progress Estimate No. 01

Dear Mayor Lundh:

Enclosed is Progress Estimate No. 01 for work performed by P&A Civil, LLC, through March 31, 2026, in connection with their contract on the above referenced project. The amount due to the Contractor is \$66,710.44, per the contract documents. Submission of Certified Payrolls for P&A Civil, LLC and subcontractors are not required for review. We recommend this Progress Estimate be considered and approved by the City of Cle Elum.

P&A Civil, LLC has provided the required approved "Intent to Pay Prevailing Wages" form to the City of Cle Elum (attached).

Please contact our office if you have questions or if we may provide additional information.

Sincerely,

Jakob W. Michael, PE

JWM/jld

Enclosures

Copy: Rob Omans, Mathew Bailey, Debbie Lee, Robin Newcomb (City of Cle Elum)
Casey McFarlen (P&A Civil, LLC)
Taylor Denny, Angie Ringer (HLA)

CONSTRUCTION PROGRESS ESTIMATE

Alleyway CIPP and Sewer Main Improvements

CITY OF CLE ELUM
119 WEST 1ST STREET
CLE ELUM, WA 98922
TO: P&A Civil, LLC
 10524 A St. S.
 Tacoma, WA 98444

HLA PROJECT NO. 25100

PROGRESS ESTIMATE NO. 1

FROM: Mar. 01, 2026 TO: Mar. 31, 2026



BID ITEM NO.	DESCRIPTION	UNIT	CONTRACT TOTAL <i>(Contract + COs)</i>			TOTAL WORK TO DATE		PREVIOUS PAID		AMOUNT DUE NOW <i>(Total - Previous)</i>		PERCENT CONTRACT COMPLETE
			QTY	UNIT PRICE	COST	QTY	COST	QTY	COST	QTY	COST	
1	Minor Change	FA	1	\$ 10,000.00	\$ 10,000.00	0.84	\$ 8,374.28	0	\$ -	0.84	\$ 8,374.28	84%
2	Mobilization	LS	1	\$ 2,000.00	\$ 2,000.00	1	\$ 2,000.00	0	\$ -	1	\$ 2,000.00	100%
3	Project Temporary Traffic Control	LS	1	\$ 2,000.00	\$ 2,000.00	1	\$ 2,000.00	0	\$ -	1	\$ 2,000.00	100%
4	Crushed Surfacing Top Course	TON	25	\$ 50.00	\$ 1,250.00	34.20	\$ 1,710.00	0	\$ -	34.20	\$ 1,710.00	137%
5	Manhole 48 In. Diam. Type 1	EA	1	\$ 6,500.00	\$ 6,500.00	1	\$ 6,500.00	0	\$ -	1	\$ 6,500.00	100%
6	Shoring or Extra Excavation	LF	150	\$ 8.00	\$ 1,200.00	215	\$ 1,720.00	0	\$ -	215	\$ 1,720.00	143%
7	PVC Sanitary Sewer Pipe 8 In Diam.	LF	80	\$ 120.00	\$ 9,600.00	55	\$ 6,600.00	0	\$ -	55	\$ 6,600.00	69%
8	PVC Sanitary Sewer Pipe 6 In Diam.	LF	70	\$ 135.00	\$ 9,450.00	160	\$ 21,600.00	0	\$ -	160	\$ 21,600.00	229%
9	Sanitary Sewer Bypass	LS	1	\$ 4,000.00	\$ 4,000.00	0	\$ -	0	\$ -	0	\$ -	0%
10	Clean and Video Inspect Existing Pipe	LF	1,620	\$ 8.00	\$ 12,960.00	810	\$ 6,480.00	0	\$ -	810	\$ 6,480.00	50%
11	Obstruction Removal, CIPP Preparation	EA	10	\$ 450.00	\$ 4,500.00	10	\$ 4,500.00	0	\$ -	10	\$ 4,500.00	100%
12	Cured in Place Pipe Rehabilitation 8 In. Diam.	LF	950	\$ 62.00	\$ 58,900.00	0	\$ -	0	\$ -	0	\$ -	0%
13	Cured in Place Pipe Rehabilitation 6 In. Diam.	LF	670	\$ 80.00	\$ 53,600.00	0	\$ -	0	\$ -	0	\$ -	0%
14	Reinstate Existing Side Sewer, Internal	EA	61	\$ 850.00	\$ 51,850.00	0	\$ -	0	\$ -	0	\$ -	0%

CONSTRUCTION PROGRESS ESTIMATE

Alleyway CIPP and Sewer Main Improvements

CITY OF CLE ELUM
119 WEST 1ST STREET
CLE ELUM, WA 98922
TO: P&A Civil, LLC
 10524 A St. S.
 Tacoma, WA 98444

HLA PROJECT NO. 25100

PROGRESS ESTIMATE NO. 1

FROM: Mar. 01, 2026 TO: Mar. 31, 2026



BID ITEM NO.	DESCRIPTION	UNIT	CONTRACT TOTAL <i>(Contract + COs)</i>			TOTAL WORK TO DATE		PREVIOUS PAID		AMOUNT DUE NOW <i>(Total - Previous)</i>		PERCENT CONTRACT COMPLETE
			QTY	UNIT PRICE	COST	QTY	COST	QTY	COST	QTY	COST	
	Subtotal				\$ 227,810.00		\$ 61,484.28		\$ -	\$ 61,484.28		27%
	8.5% Sales Tax Eff. 1/1/2026				\$ 19,363.85		\$ 5,226.16		\$ -	\$ 5,226.16		
	Project Total				\$ 247,173.85		\$ 66,710.44		\$ -	\$ 66,710.44		
	Project Total (Including Sales Tax)				\$ 247,173.85		\$ 66,710.44		\$ -	\$ 66,710.44		27%
	Retainage Bond #108 392 360 0%						\$ -		\$ -	\$ -		
	Amount Due Progress Estimate No. 1						\$ 66,710.44		\$ -	\$ 66,710.44		

I hereby certify that the foregoing is a true and correct statement of the work performed under this contract.

 Jakob W. Michael, PE

CONSTRUCTION PROGRESS ESTIMATE -

Alleyway CIPP and Sewer Main Improvements

SCHEDULE OF VALUES

City of Cle Elum

TO: P&A Civil, LLC
 10524 A St. S.
 Tacoma, WA 98444

HLA PROJECT NO. 25100



<i>BID ITEM NO.</i>	<i>BID ITEM NAME</i>	<i>DESCRIPTION</i>	<i>QUANTITY</i>	<i>UNIT</i>	<i>UNIT PRICE</i>	<i>TOTAL PRICE</i>	<i>PERCENT OF ITEM COMPLETE</i>
2	Mobilization	2.01 - 50% Payment Upon 5% Project Completion	1	LS	\$ 1,000.00	\$ 1,000.00	100%
2	Mobilization	2.02 - 100% Payment Upon 10% Project Completion	1	LS	\$ 1,000.00	\$ 1,000.00	100%
3	Project Temporary Traffic Control	3.01 - 100% Complete	1	LS	\$ 2,000.00	\$ 2,000.00	100%
9	Sanitary Sewer Bypass	3.02 - 100% Complete	1	LS	\$ 4,000.00	\$ 4,000.00	0%



CITY OF Cle Elum

PROJECT NAME: Alleyway CIPP and Sewer Main Improvement

HLA PROJECT NO. 25100

PRIME CONTRACTOR: P&A Civil, LLC

FORCE ACCOUNT SUMMARY

DATE	COST	ACCUM TOTAL	CONTRACTOR	DESCRIPTION
BID ITEM & DESCRIPTION				
3/9/26	\$3,874.60	\$3,874.60	P&A Civil	STA 04+00 P&A Civil reinstated two (2) 4-inch sewer side services that were unknown. One side service has backfill toward a resident's home. Excavated back five (5) additional feet to correct backfill.
3/11/26	\$4,499.68	\$8,374.28	P&A Civil	STA 07+05 P&A Civil exposed an existing 8-inch clay sewer line with a side sewer eroding the ground around the pipe. They cut out, repaired the mainline, and reinstaed the side sewer line. - Need HD Fowler Invoice.

Printed on 2/23/2026



Intent: 1620771 *Approved Date 2/23/2026*

Affidavits: N/A

P&A CIVIL LLC
 10524 A STREET S, TACOMA, WA 98444
nwilson@p-acivil.com
 253-536-9393

UBI	REGISTRATION	WORKERS' COMPENSATION
605 285 713	PCIVICL779NG	800,193-02

Intent Details

Filed by: Nicolle Wilson
 Work expected to start: 2/27/2026
 Estimated contract amount: \$227,810.00
 Work will be performed in (or near) the following places:
 Cities: Cle Elum
 Counties: Kittitas

Received Date: 2/23/2026

Performing work on the project:

Employees: Yes
 Subcontractors: No
 Owner/operators owning 30% or more of the company: No
 Apprentices: No
 Active OMWBE certification existed when this Intent was submitted on 2/23/2026: No

Project Details

Project Name: ALLEYWAY CIPP AND SEWER MAIN IMPROVEMENTS
 Project Address: 301 Pennsylvania Ave Cle Elum, WA 98922
 Project Description: Remove and replace existing sewer line, install new manhole cover
 Contract#: 25001
 Contract Type: Bid-Build (Traditional)
 Total Contract Amount: \$227,810.00
 Bid Due Date: 11/13/2025
 Awarded Date: 11/25/2025

Awarding Agency

CLE ELUM, CITY OF
 301 PENNSYLVANIA AVE CLE ELUM, WA - 98922

Jakob Michael, 509-966-7000

Prime Contractor

This is the Prime Intent

P&A CIVIL LLC
253-536-9393

UBI REGISTRATION
605 285 713 PCIVICL779NG

Journey Level Wages

<i>Trade (County)</i>	<i>Job Classification</i>	<i># of Workers</i>	<i>Rate</i>	<i>Wage</i>	<i>Fringe</i>
Power Equipment Operators (Kittitas)	Loaders, Overhead Under 6 Yards	3	\$89.28	\$89.28	\$0.00
Power Equipment Operators (Kittitas)	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	1	\$89.29	\$89.29	\$0.00
Power Equipment Operators (Kittitas)	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons	1	\$88.60	\$88.60	\$0.00
Laborers (Kittitas)	General Laborer	1	\$55.11	\$55.11	\$0.00

Public Notes

- 2/23/2026
We will be using a Kenworth T800 for Equipment Mobilization
- 2/23/2026
Remove existing sewer main to 5' beyond repair location to newest joint. Install new 8" diameter PVC Sewer Pipe. Connect to existing pipe with rigid coupler as necessary. re-route any conflicting utilities as directed. Revise existing side sewer slope as directed. Install new 48" diameter sewer manhole. connect to capped existing 6" diameter sewer pipe with rigid coupler as necessary. Repair trench surface and unpaved surface. For this project we will be using the following equipment: JD 245 excavator, JD 644 loader, JD 130 Excavator.

City Administrator

Staff Report
(April 14, 2026)

Public Records Requests:

As an update on public records requests, the city received 32 new requests for the month of March (see attached).

Building Department Update:

For the month of March, we issued 5 permits, bringing the year-to-date total to 9. At this same point last year, we issued 15 permits. While this may not seem particularly busy, this figure can be misleading. It reflects only the permits issued; to date, we have received 32 permit applications that are currently in various stages of review or awaiting pickup. Overall, activity is increasing.

Spring Clean-up:

Reminder that the spring cleanup continues all this month including the brush drop off.

Public Comment from Brian Guinn Response:

Attached is my response to a public comment made by Brian Guinn at the March 24th Council Meeting.

PUBLIC RECORDS REQUESTS FOR MARCH 2026

Request Date	Requester Name	Requester City	Requester State
03/02/2026 09:50:31 AM	Parth B	Green Cove Springs	FL
03/02/2026 12:00:00 AM	Mack McMurphy	Houston	TX
03/03/2026 12:00:00 AM	Lloyd	Cle Elum	WA
03/04/2026 06:02:11 AM	Priscilla Oakley	Johnson City	TN
03/05/2026 06:01:13 AM	Angel Lucas	Madison	WI
03/05/2026 08:49:48 AM	Jonatan Brambila-Garcia	Wenatchee	WA
03/06/2026 05:05:14 AM	Priscilla Oakley	Johnson City	TN
03/09/2026 12:00:00 AM	Mack McMurphy	Houston	TX
03/10/2026 01:35:40 PM	ANNA LEBARON WILSON	South Cle Elum	WA
03/11/2026 04:09:16 PM	Priscilla Oakley	Johnson City	TN
03/12/2026 06:09:43 PM	Kevin Hill	Gig Harbor	WA
03/13/2026 06:40:47 AM	Hazel Scott	Charlotte	NC
03/16/2026 12:00:00 AM	Michelle Wee		
03/17/2026 08:52:26 AM	LeRae Gaidos	Cle Elum	WA
03/17/2026 09:08:19 PM	Grady Montana	Akron	WA
03/18/2026 07:32:42 AM	Robert Taylor	Ellensburg	WA
03/18/2026 12:59:24 PM	Beth Williams	CLE ELUM	WA
03/19/2026 08:40:48 AM	Michele Bean	St Helens	OR
03/19/2026 10:18:29 PM	Steven Harper	Cle Elum	WA
03/23/2026 11:39:01 AM	Christina Davis	Ellensburg WA 98926	WA
03/23/2026 11:42:08 AM	Christina Davis	Ellensburg WA 98926	WA
03/25/2026 06:37:44 AM	Christine Heimbigner Simpson	Cle Elum	WA
03/25/2026 11:06:15 AM	Jessi Campbell	Cle Elum	WA
03/25/2026 12:47:57 PM	Priscilla Oakley	Johnson City	TN
03/26/2026 11:14:51 AM	Denisse Aguilar Sarmiento	Seattle	WA
03/26/2026 11:29:25 AM	Christine Heimbigner Simpson	Cle Elum	WA
03/27/2026 03:30:11 PM	Jessi Campbell	Cle Elum	WA
03/30/2026 08:54:41 AM	Susan Carroll	Ronald	WA
03/30/2026 10:17:16 AM	Brian Guinn	Cle Elum	WA
03/30/2026 12:00:00 AM	Jim Francis	LOS ANGELES	CA
03/30/2026 12:00:00 AM	Metropolitan Reporting Bureau	Philadelphia	PA
03/31/2026 01:14:36 PM	Detective Dan Wilkins	Boise	ID

Response to Public Comment from Brian Guinn:

TIMELINE

April 2021

- A local developer with property adjacent to the airport enters into a cost recovery agreement with the city to explore annexation or a potential land swap to support a future runway extension.

As the city explored this idea it wasn't until 2023 when we decided to reach out to the FAA.

2023 (Early)

- The city contacts the FAA to assess feasibility of the proposed land transfer.
- FAA recommends updating the Airport Layout Plan (ALP) before proceeding with further development.
- The mayor decides to pause issuing new lease agreements until the ALP is completed.

June 2023

- Skip Haase contacts the city requesting a land lease to build a hangar.
- The city informs him that no lease agreements will be issued until the ALP is finished.

December 2023

- Due to delays in the ALP process, the city approves a task order with HLA to assist with updating the ALP.

2024 (Throughout the Year)

- The city works on completing the ALP and updating the lease agreement.
- Ongoing lease requests are received:
 - Continued interest from Skip Haase
 - New request from Brian Guinn (around August 2024) **this is the first contact with Brian Guinn**

Mid-Late 2024

- The city decides to begin processing new lease agreements despite the ALP not yet being complete.

September 2024

- Skip Haase contacts the city again and now we offer him a lease and begin negotiations. (Which is later signed in February 2025)

December 2024

- Brian Guinn contacts the city again and this time we inform him that we are accepting leases now and have one (un-wooded) lot left but is slightly smaller due to underground power lines.
- Brian Guinn is given an updated lease agreement for review.
- Brian Guinn expressed over the phone that he really wanted a larger lot but would look over the agreement and get back with us. (Which as you will see below was nine months later)

February 2025

- The city enters into a lease agreement with Skip Haase.
- He secures a building permit and begins constructing a hangar. (Which is later fully completed in October 2025)

September 2025

- Brian Guinn reaches out again (nine months from his last contact) asking if we have any larger lots available yet and now we have to tell him that we are not accepting any more land leases.
 - City legal counsel advises against entering into any new airport leases due to ongoing bankruptcy proceedings and the potential sale of the airport.

Honorable Mayor, City Council

Briefed the group on first month as Planning Director.

- Worked with HLA Consultant Colleda Monick on Tuesdays in March to streamline the Planning transitioning process.
- Planning Review of several permits including building permit plan reviews, critical area reviews, and a sign code permit applications.
- Springtime is promoting counter and telephone inquiries about residential construction projects. It's been great meeting folks and helping them.
- Scheduled a Pre-Application meeting next week for a proposed commercial project to be located at 4246 Bullfrog Road. This is a multi-faceted proposal, therefore, I've invited Kittitas County Planning and Public Works to weigh in as well.
- Conducted a Special Meeting (special date) of the Planning Commission on March 31, 2026. They reviewed the Parks Element of the Comprehensive Plan. They will review their proposed edits for this chapter at their next meeting scheduled for next week.
- The Historic Preservation meeting last month was canceled due to lack of quorum, therefore they will discuss upcoming grant opportunities with the Department of Archaeology and Historic Preservation (DAHP) at their meeting set for next week.

Public Works Council Update

- **PSE Electric Vehicle Charging Stations:** Grand Opening Today April 14th
- **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. Liner installation scheduled for the week of May 11th.
- **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 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

Officer Report Council Meeting 04-14-2026

Your honorable Mayor and city council,

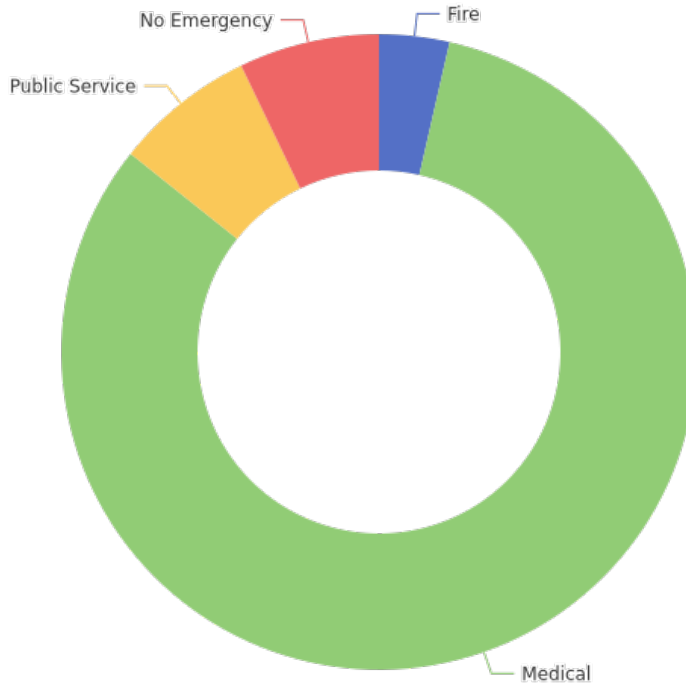
1. Report of calls in the month of March we had 28 calls, 1 fire, 23 Ems, 2 other and 2 false or cancelled alarms. Fire was an outside burn complaint and on standby for vehicle fire

Fire reports break down.

2. Received notice of award of micro grant in the amount of 6,000 from DNR this will be used to help mitigate brush and yard waste from the city's area.
3. Hos, nozzles and ladder testing was completed on the 8th all current hose tested out and will remain in operation.
4. Any questions for me currently



FDR-IR: Incident Count by Primary Incident Type



PRIMARY INCIDENT GROUP / PRIMARY INCIDENT TYPE	COUNT	PERCENT OF TOTAL
Fire	1	3.57%
Fire - Outside Fire - Other Outside Fire	1	3.57%
Medical	23	82.14%
Medical - Illness - Abdominal Pain / Problems	2	7.14%
Medical - Illness - Breathing Problems	1	3.57%
Medical - Illness - Chest Pain (Non-Trauma)	3	10.71%
Medical - Illness - Convulsions / Seizures	3	10.71%

FDR-IR: Incident Count by Primary Incident Type

Cle Elum FD WA
 Address: 301 N Pennsylvania Ave, Cle Elum, WA, 98922



PRIMARY INCIDENT GROUP / PRIMARY INCIDENT TYPE	COUNT	PERCENT OF TOTAL
Medical - Illness - Heart Problems	1	3.57%
Medical - Illness - Overdose / Poisoning	1	3.57%
Medical - Illness - Psychological Behavior Issues	1	3.57%
Medical - Illness - Sick Case	1	3.57%
Medical - Illness - Stroke / CVA	1	3.57%
Medical - Illness - Altered Mental Status	4	14.29%
Medical - Injury / Trauma - Assault	1	3.57%
Medical - Injury / Trauma - Choking	1	3.57%
Medical - Other - Medical Alarm	3	10.71%
Public Service	2	7.14%
Public Service - Citizen Assist - Citizen Assist / Service Call	2	7.14%
No Emergency	2	7.14%
No Emergency - False Alarm - Accidental Alarm	1	3.57%
No Emergency - Cancelled	1	3.57%
Total	28	100.00%

Council Meetings

Honorable Mayor and council,

- Flock Audit
 - Flock does not have a tool to parcel out the information
 - I came up with some data not in the packet
 - Let me know if there are other data points you would like to hear about
- I have applied for the grant portion of HB 2015
 - I requested \$815,000
 - Includes Officer's salary, startup costs, training for current officers and instructors to stay in compliance, back-fill for training and instructors, and \$150,000 for DV Advocates
- Governor Signed HB 6002 having to do with License Plate Readers
 - Sent out an e-mail for Officers
 - Made appropriate policy changes
 - Reached out to Flock to make compliance changes
 - way to give the proper info to you
- Cops and Bobbers
 - April 18th Starting at 0800 at Ryan Thompson Memorial Pond
- Medicine Take Back
 - April 18th from 10AM-2PM at Senior Center
- At mental health training which is a requirement of HB2015 so I won't be at next council meeting
- Telecommunicators week
 - Huge thank to them, hard work behind the scenes and keeping us safe

FLOCK AUDIT RESULTS

- Top 5 Organization Names
 - o Auburn PD- 1,420
 - o Sea-tac PD- 656
 - o Puyallup PD- 621
 - o Colville Tribal Police- 516
 - o Marysville PD- 506
- Top 5 Reasons amongst top 5 Organizations
 - o Suspicious Activity/Investigative Lead
 - o Traffic Stop Follow-Up
 - o Attempt to Locate
 - o Warrant/Probation Check
 - o Stolen Vehicle or Property
 - The top 5 reasons for search amongst all agencies were identical to the top 5 reasons for agencies.
- Top 5 reasons for Cle Elum PD
 - o Suspicious Activity/Investigative Lead- 96
 - o Traffic Stop Follow-Up- 88
 - o Attempt to Locate- 74
 - o Warrant/Probation Check- 51
 - o Stolen Vehicle or Property- 39
- Confirmed no federal agencies conducted any searches
- Confirmed no agencies outside of WA State conducted any searches
- No searches performed were out of compliance with policy or state law

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	2
Juvenile Arrest				0
Warrant Arrests	2	2		4
				0
TOTAL MONTHLY BOOKINGS	5	3	1	9
TOTAL 1ST HALF BOOKINGS				9
Citations/Infractions	JAN	FEB	MAR	1st Qtr Total
Traffic Infractions	5	6	6	17
Non-Traffic Infractions		1	1	2
Criminal Traffic Citations	2	1	2	5
Criminal Non- Traffic Citations	8	4		12
DUI Traffic Criminal Citations	1	1		2
Parking Citations				0
MONTHLY CITATION/INFRACTIONS	16	13	9	38

Monthly Report to Cle Elum City Council

1st Qtr

	Jan '26	Feb '26	March '26	1st Qtr TOTAL
Traffic Stops	34	45	55	134
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	1	6
Theft	8	3	5	16
Alarm Calls	6	15	7	28
Public Assist				
Civil Matter				
Check Welfare	55	23	35	113
Overdose				0
Kidnapping				0
Homicide				0
Robbery				0
Stab/Gunshot Wound				0
Animal at Large	3	4	8	15
Animal Problems	8	7	3	18
Motor Vehicle Collisions	7	8	7	22
TOTAL CALLS	265	229	281	775
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
TOTAL MONTHLY BOOKINGS				
TOTAL QTR JAN BOOKINGS				2
NON-Traffic Citations				
Traffic Infractions	JAN	FEB	MAR	1st Qtr Total
Non-Traffic Infractions		2		2
Criminal Traffic Citations	1			1
Criminal Non-Traffic Citations	3			3
DUI Traffic Criminal Citations		1		1
Parking Citations			1	1
TOTAL QTR NON-TRAFFIC CITATIONS	4	3	1	8

Monthly Report to Roslyn City Council

1st Qtr

	Jan '26	Feb '26	March '26	1st Qtr TOTAL
Traffic Stops	5		4	24
DUI			1	1
Domestic Violence				
Assault	1			1
assault - Child				2
Suicidal				
Burglary	1			1
Vio of Order				
Mal Misch	1			1
Theft				
Alarm Calls	4		1	6
Public Assist	4		3	11
Overdose				
Kidnapping				
Homicide				
Robbery				
Stab/Gunshot Wound				
Animal at Large	1			1
Animal Problems	1			1
TOTAL CALLS	68		52	80
2025 Total Calls	84		52	85

Monthly Report to Roslyn City Council

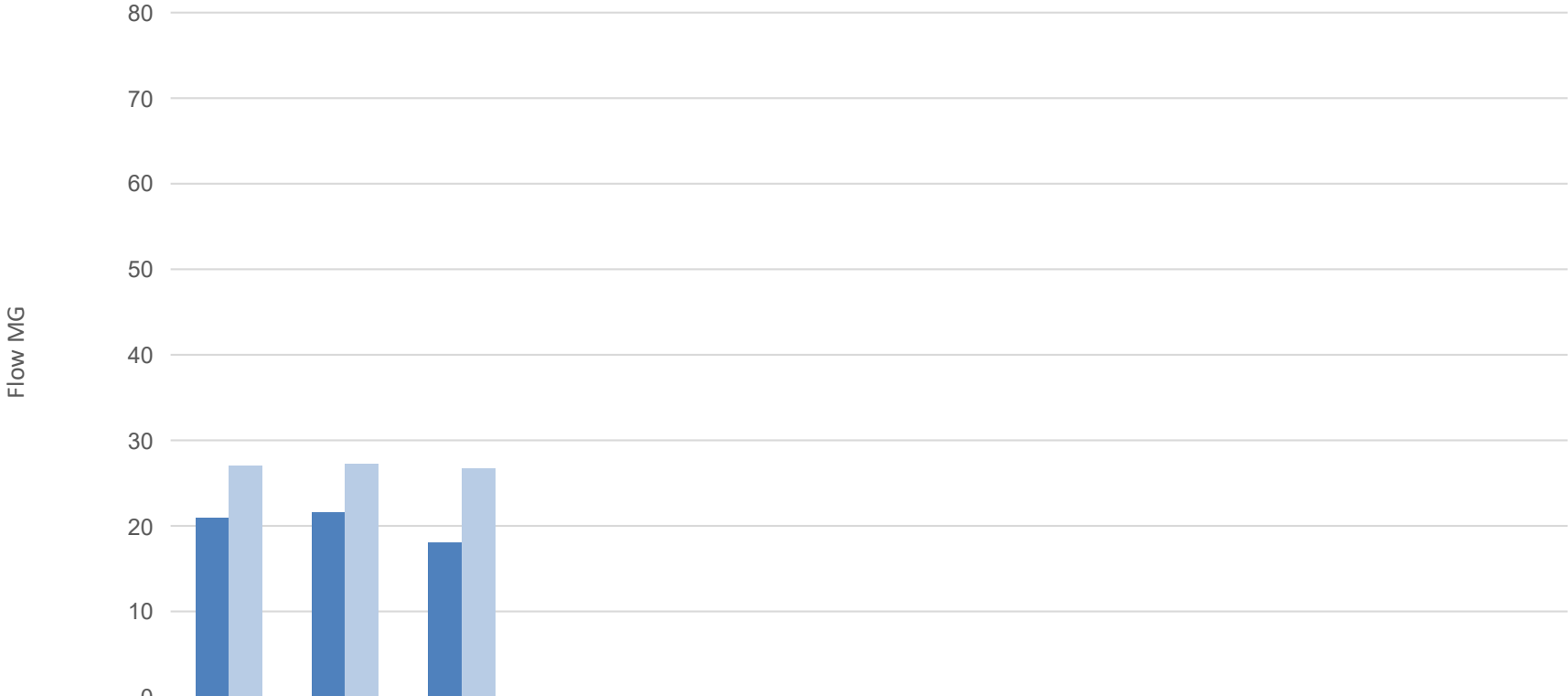
TOTALS YTD

	2026	2025	% difference
Traffic Stops	33	70	-53%
DUI	1		
Domestic Violence		2	-100%
Assault	2	6	-67%
assault - Child			
Suicidal		3	-100%
Burglary	1	2	-50%
Vio of Order		7	-100%

April 14 Council Meeting

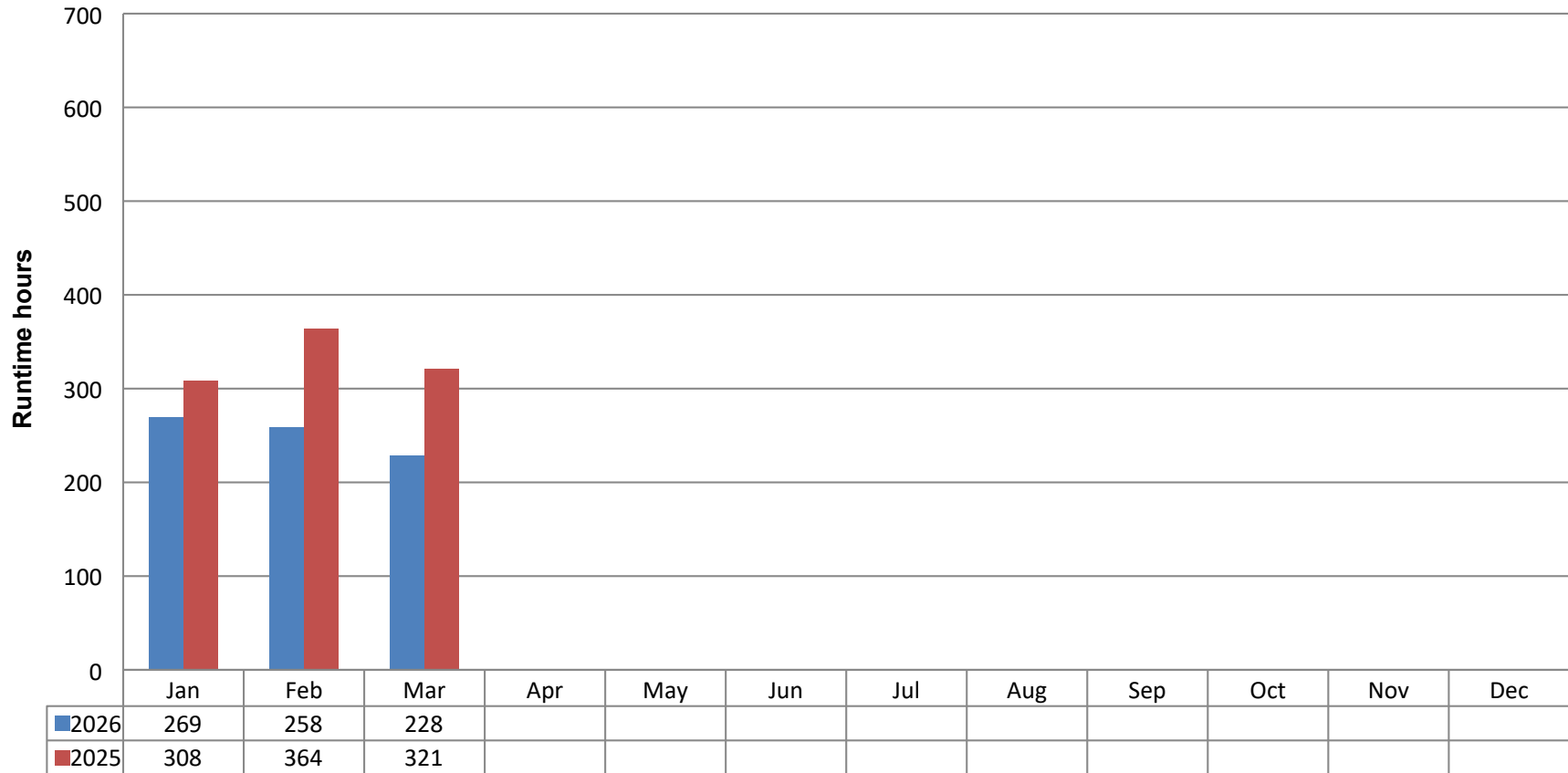
- Good evening, Honorable Mayor and Council Members.
- My graphs are included in your packet; I'm happy to answer any questions.
- Both plants are operating efficiently.
- We ran on the well field for 18 days in March due to turbid conditions on the Yakima River.
 - WTP average was 542,000 GPD
 - WWTP average was 2.19 MGD
 - Average river level was 6.2', peak was 8.8'
- We had woody debris stack up against the upper fish screens during the high flow period, this created a back-eddy around the screen and rock and gravel packed in around the screens blocking the flow of water from the upper screen into the intake. Once river levels dropped we were able to get the debris remove then started on the rock removal to restore flow to the upper fish screen
- Staff conducted plant tours for Council Members Buechle-Curtis & Cornelius.
- East basin is offline and draining for the annual cleanout and inspections.

Water Plant Production

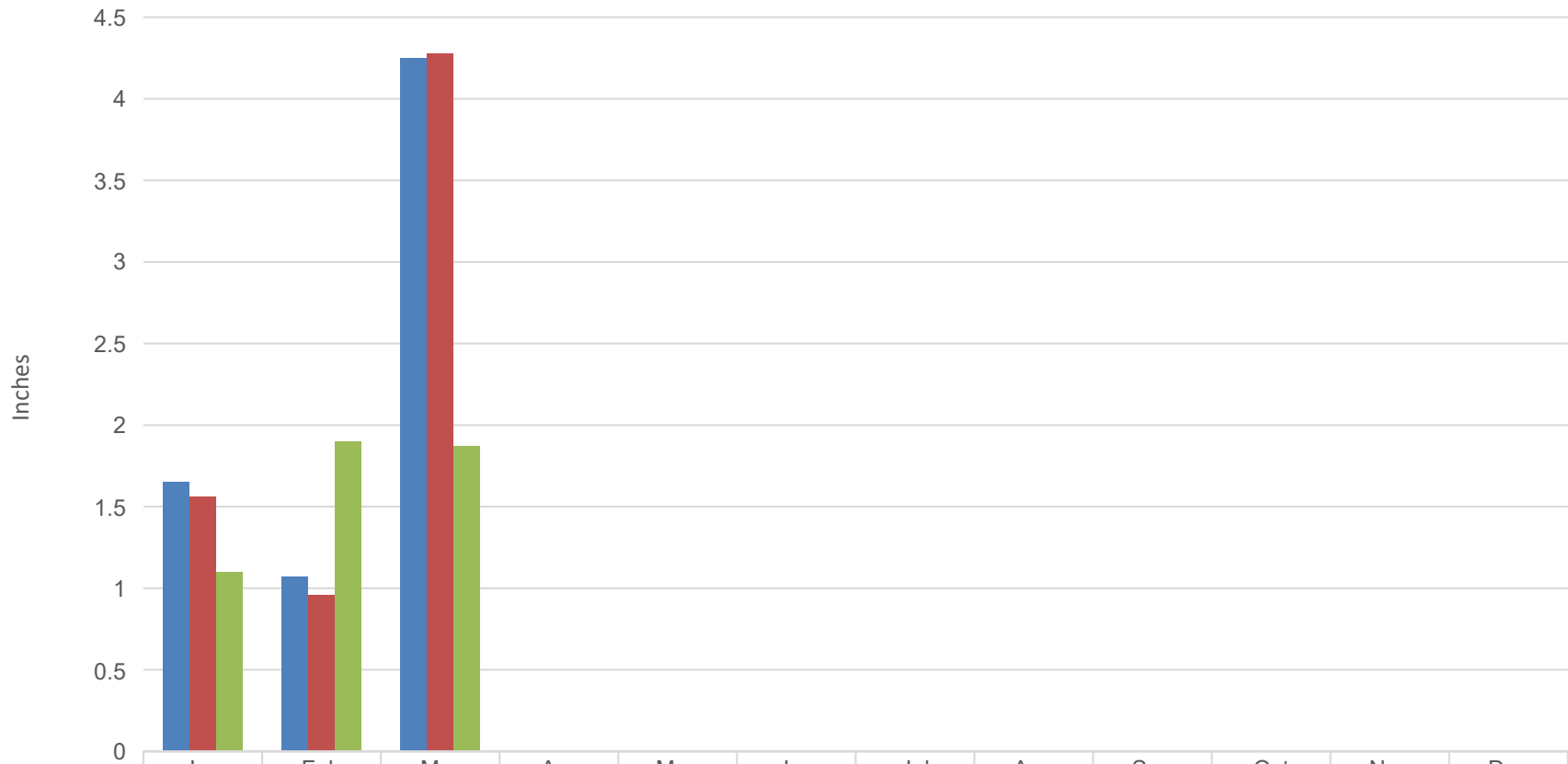


	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Flow 2026	20.872	21.592	18.004									
Flow 2025	27.051	27.246	26.714									

Water Plant Run Time

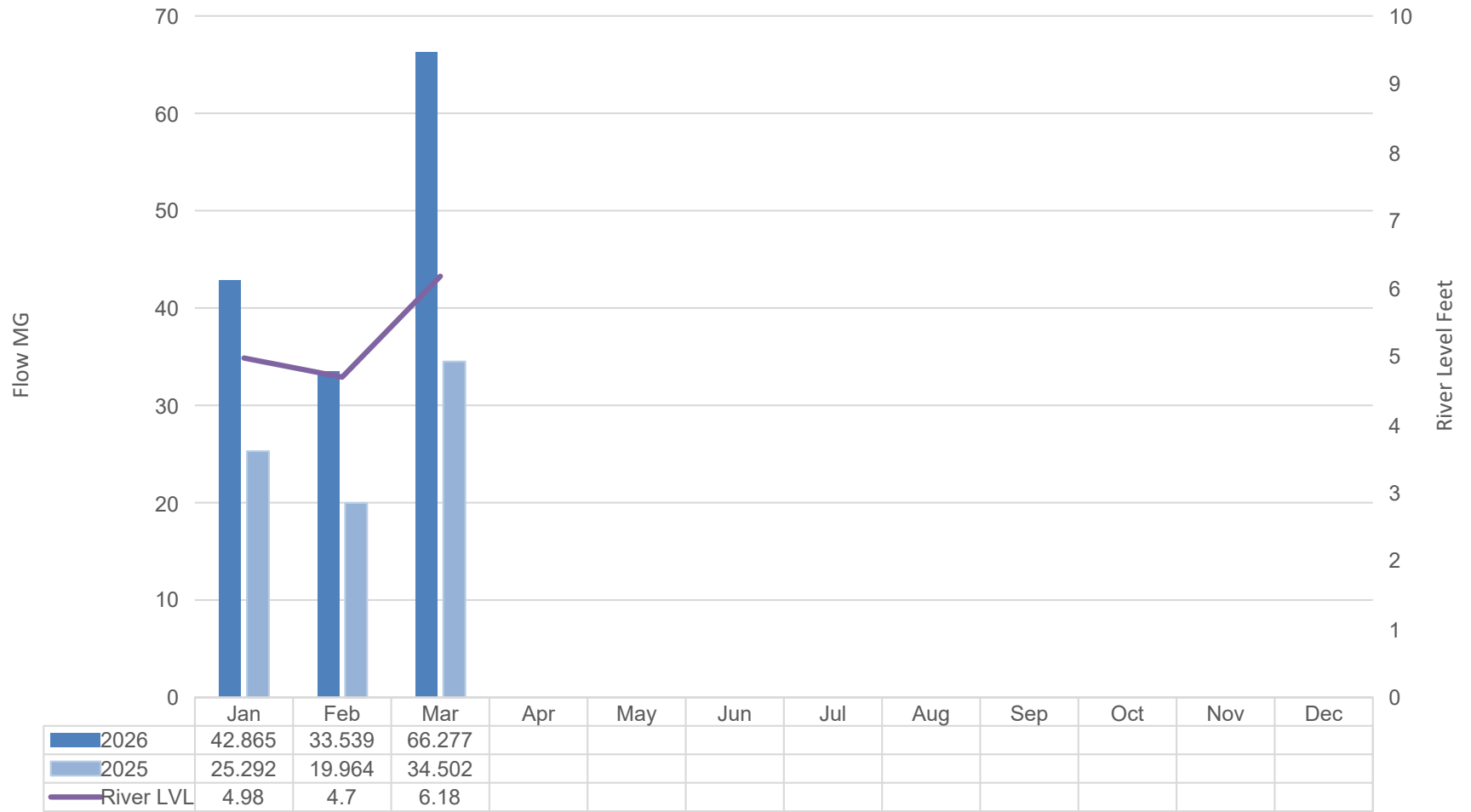


Precipitation

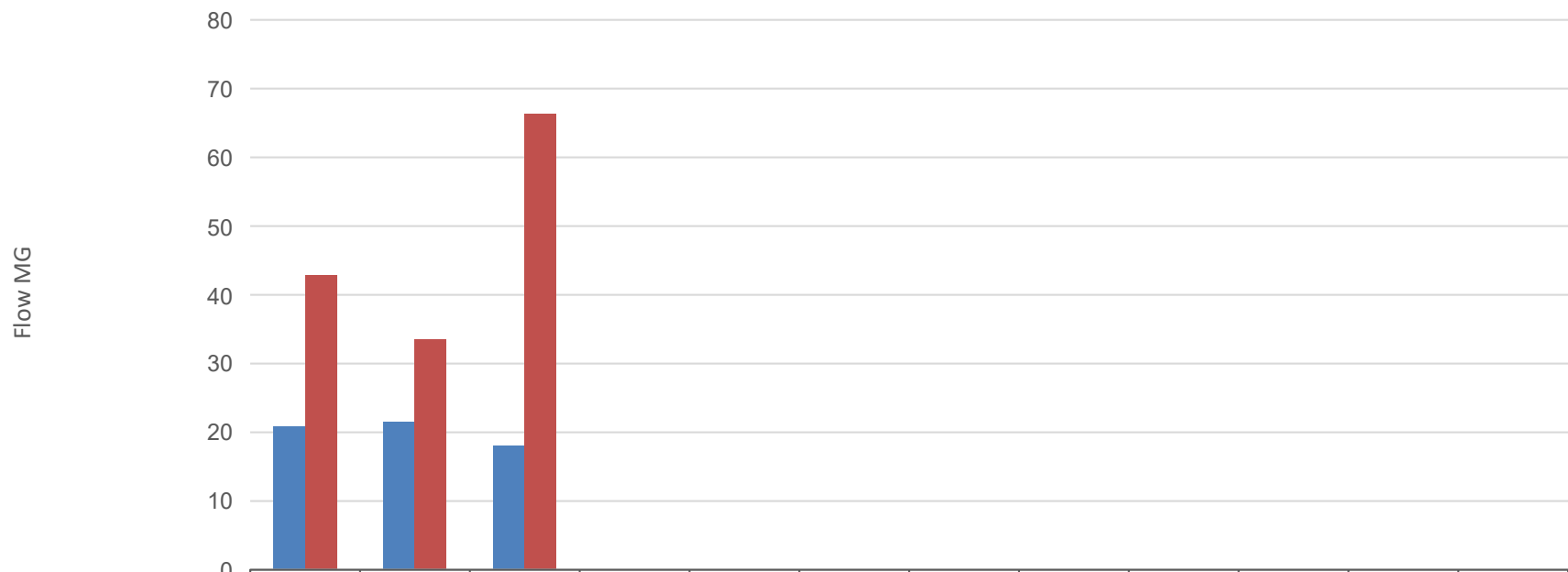


	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
■ WWTP	1.65	1.07	4.25									
■ WTP	1.56	0.96	4.28									
■ 2025	1.1	1.9	1.87									

Wastewater Influent Flows and River Level

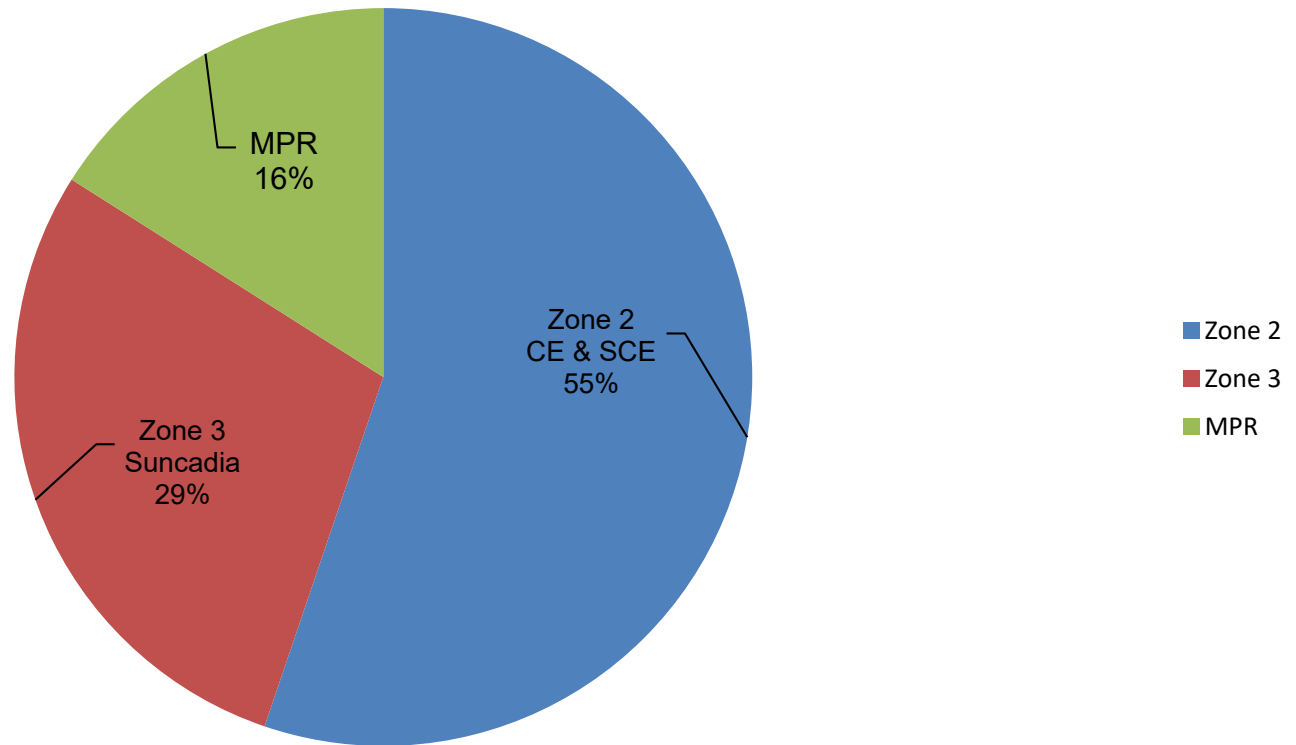


Water vs Wastewater Plant Flow



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Water 2026	20.872	21.592	18.004									
Wastewater 2026	42.865	33.539	66.277									

Percent of Flow - March



Wildfire Risk Management

Puget Sound Energy

Carryn Vande Griend
Local Government Affairs

April 2026



Wildfire Risk Management Program

- ◆ Investing in projects to strengthen our infrastructure
- ◆ Utilizing real-time data and new technologies to enhance our situational awareness
- ◆ Operating the electric system more conservatively during wildfire season to keep communities safe
- ◆ Partnering with emergency responders, local organizations and our customers to build more resilient communities



Working year-round to reduce wildfire risk



Strengthening the grid

Replacing and upgrading equipment, including replacing poles, installing "tree wire" and strategically undergrounding power lines.



Vegetation management

Trimming or removing hazardous trees and vegetation that grows too close to power lines, annually on high-risk lines.

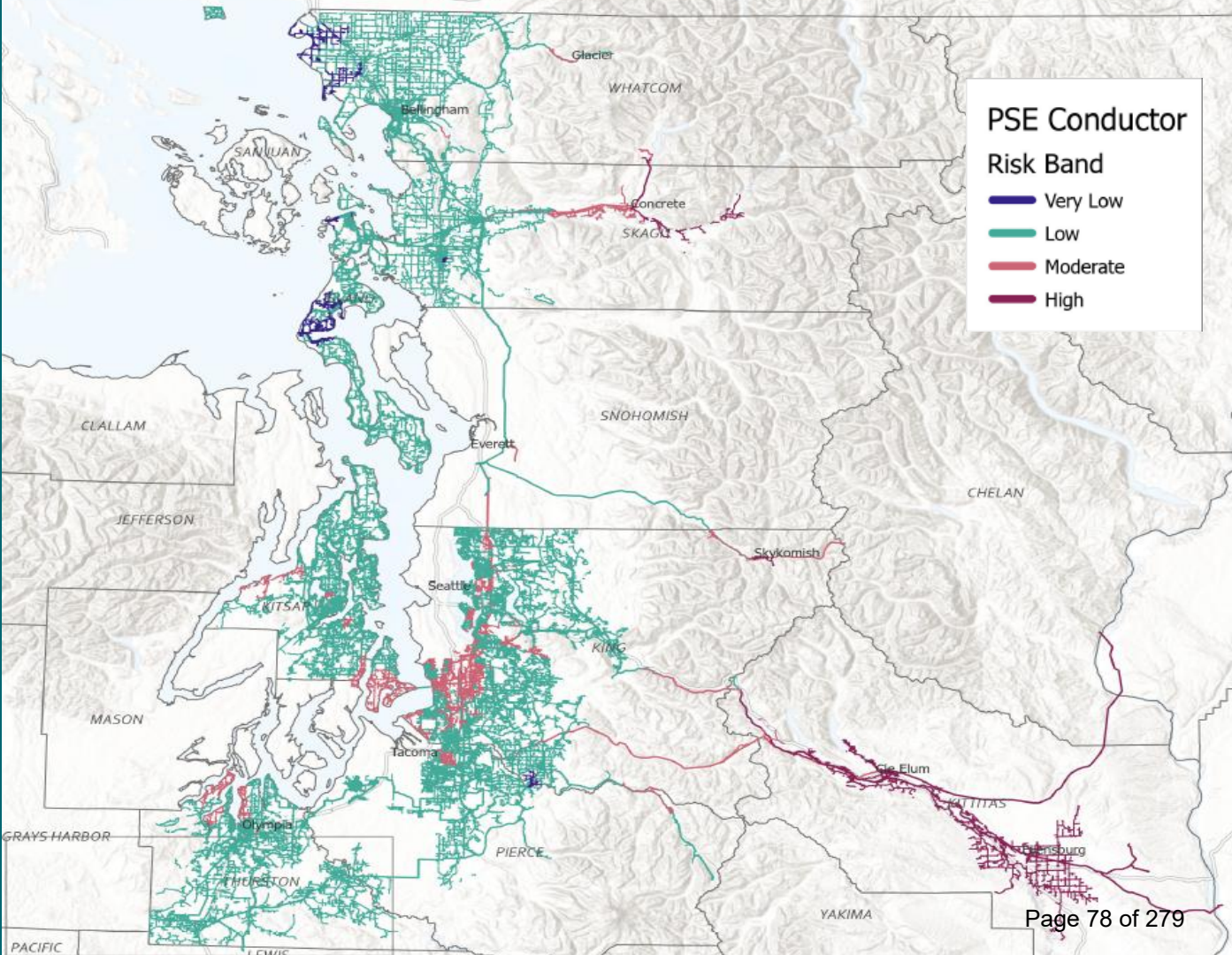


Pre-season patrols and maintenance

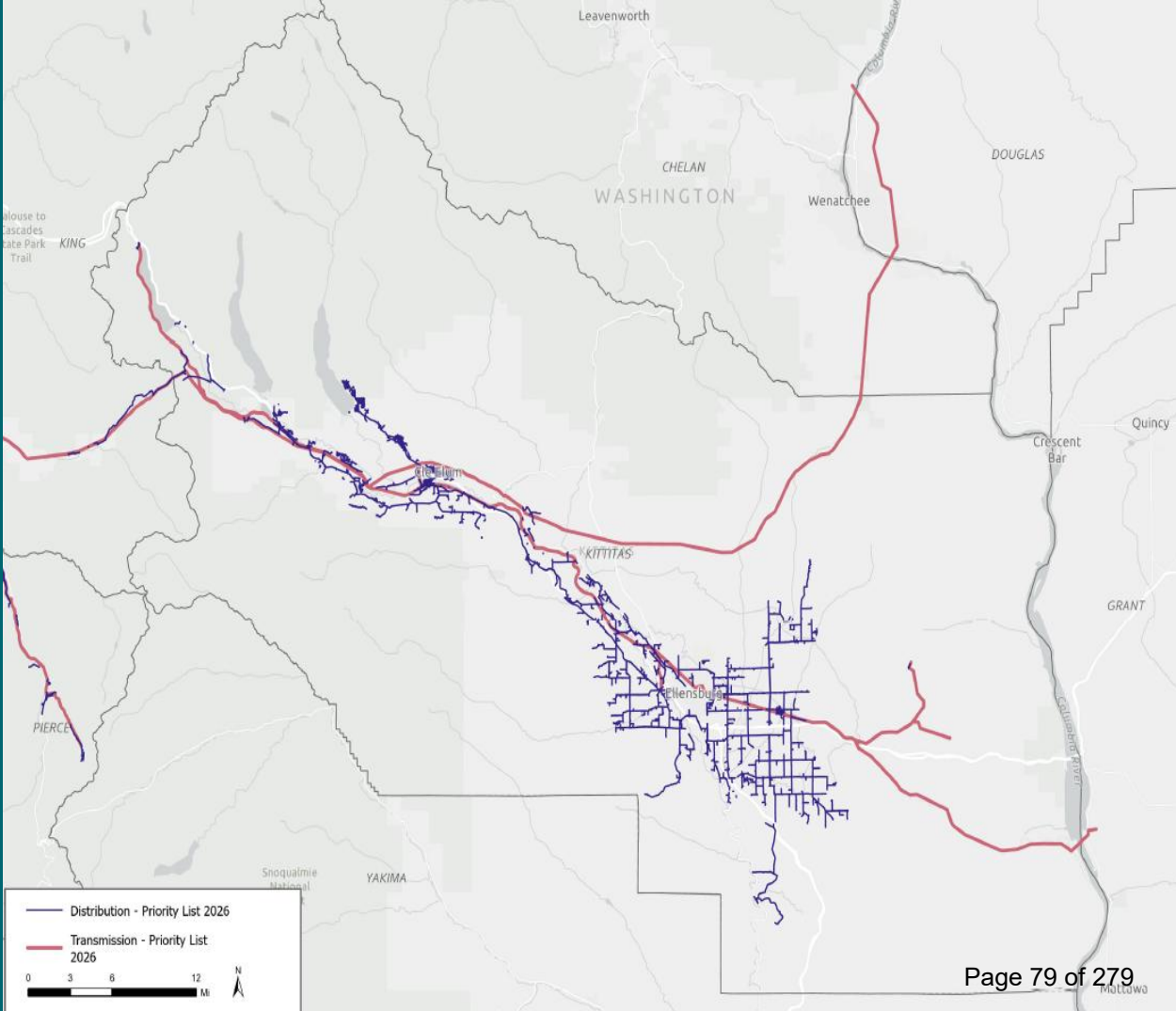
Inspecting high-risk lines annually to identify damage that may have occurred during winter storm season and perform maintenance before wildfire season.

2026 PSE electric system risk bands

(based on Technosylva "High Fire Threat" index)

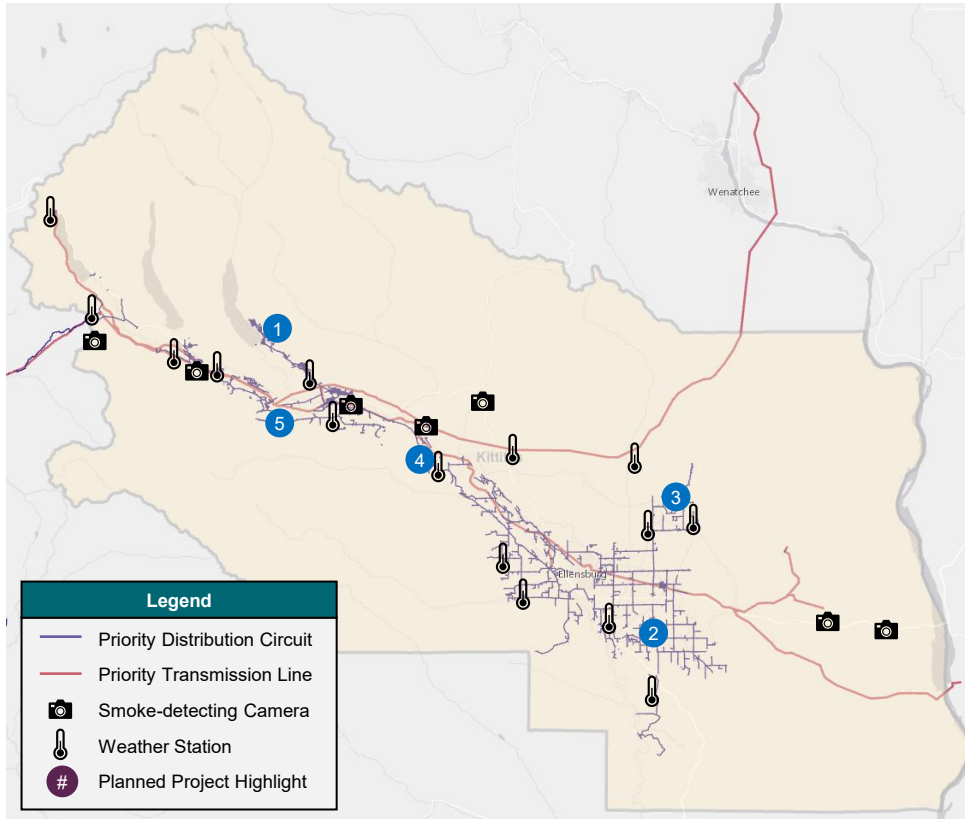


Wildfire Risk Management Kittitas County Priority Lines 2026



Wildfire Risk Management Community Profile

Kittitas County



Future Undergrounding Project Highlights

- 1 Highway 903: ~2.5 miles in Ronald and 0.83 miles in Roslyn
- 2 Denmark Road: ~0.36 miles
- 3 Cooke Canyon Road: ~3.6 miles
- 4 Thorp Prairie Road: ~1.84 miles
- 5 Woodes & Steele Road: ~0.9 miles

Recent Wildfire Project Highlights

Situational Awareness

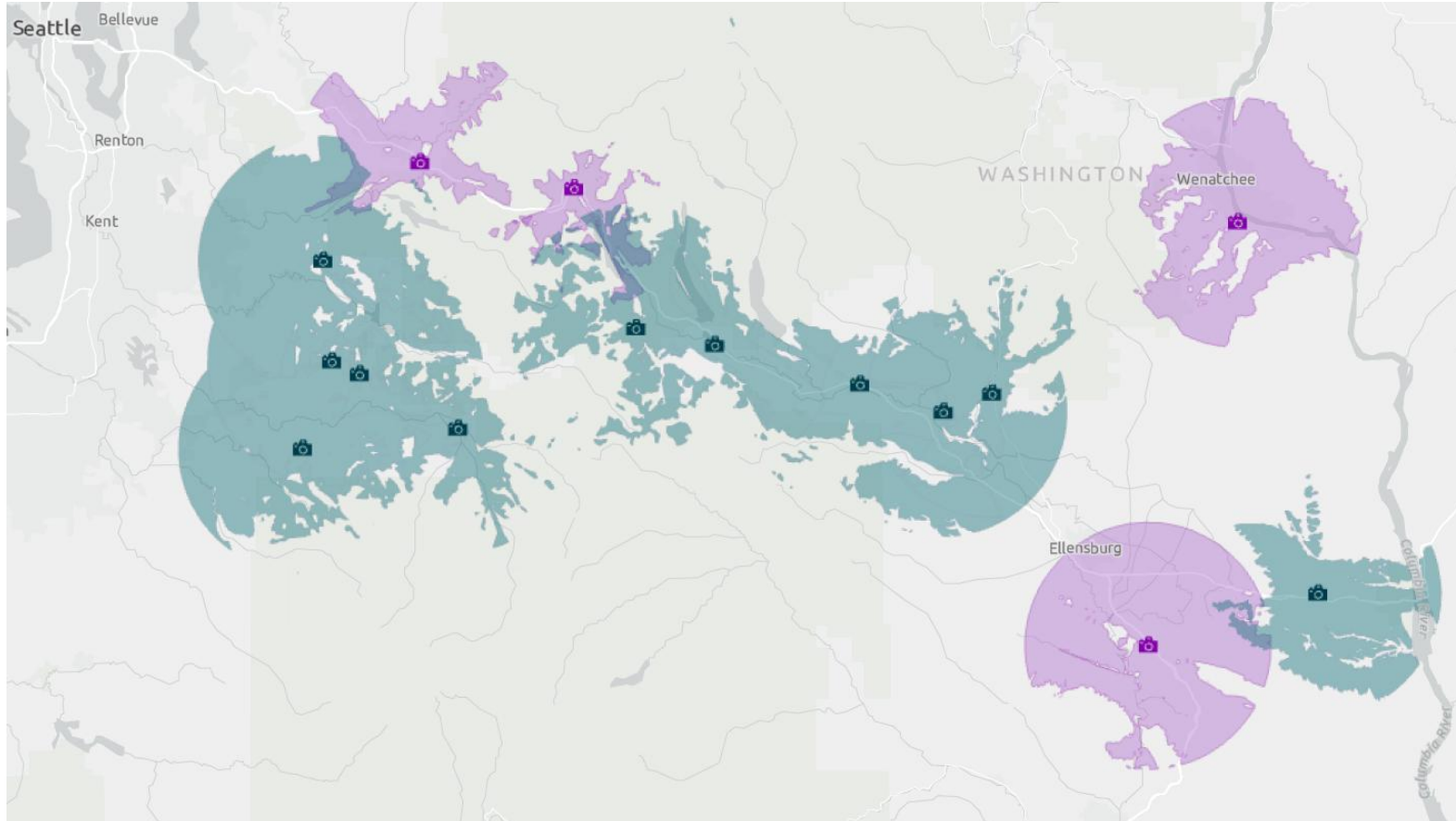
- 15 weather stations
- 7 Pano AI smoke-detecting cameras
- 298 Gridscopes

Grid Strengthening

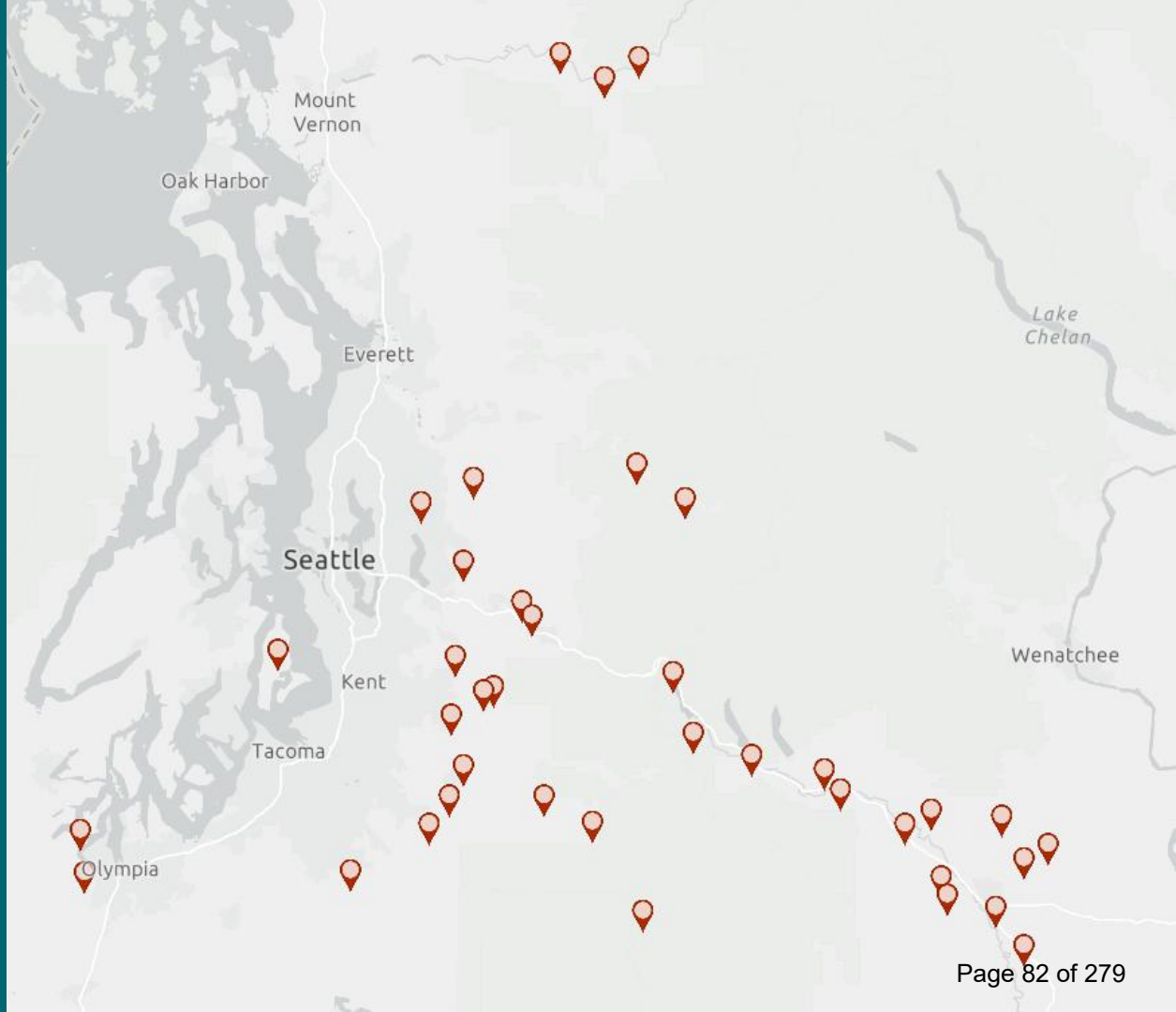
- 3.8 miles of undergrounding in 2025
- >800 miles of wildfire priority patrols in 2025
- ~\$20M of 2025 Grid Strengthening investment in Kittitas County

PSE Pano cameras (Central Washington)

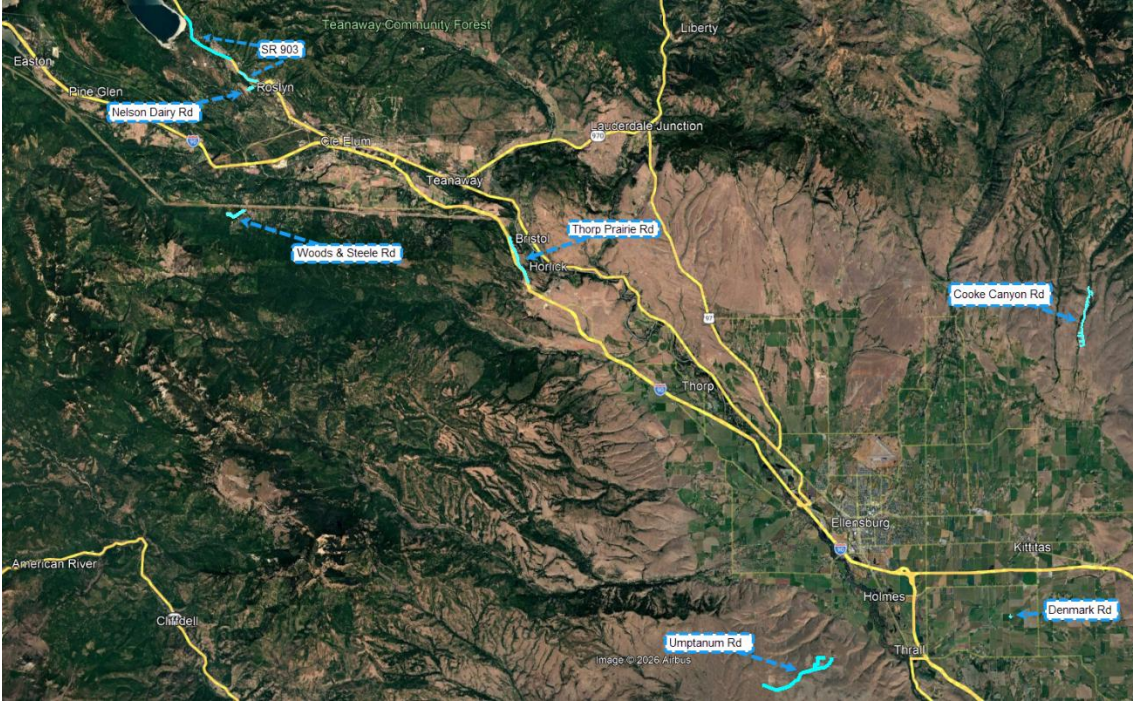
PSE



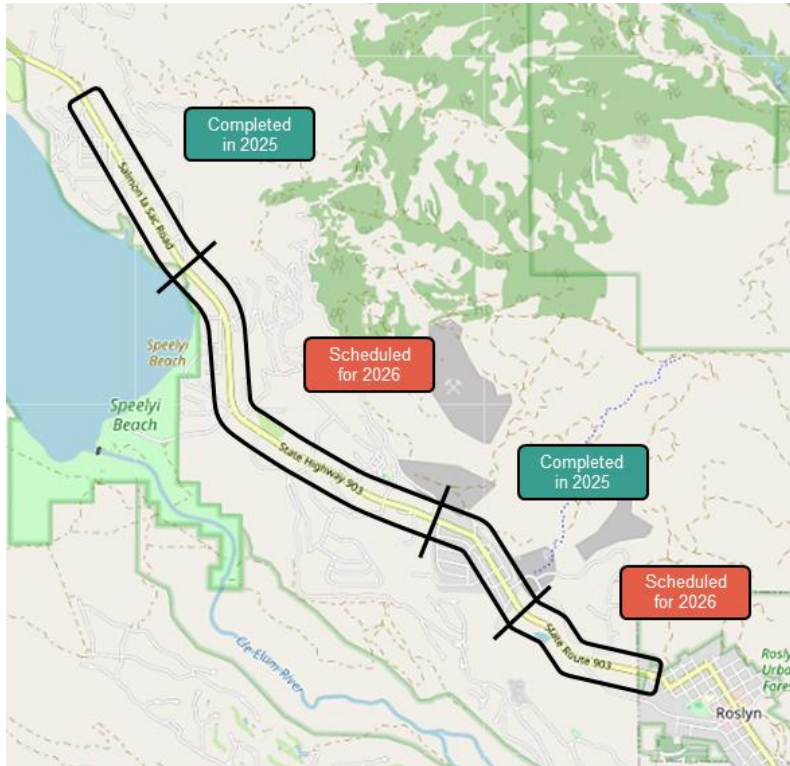
PSE weather stations



Kittitas County Undergrounding Projects 2026



Highway 903 undergrounding



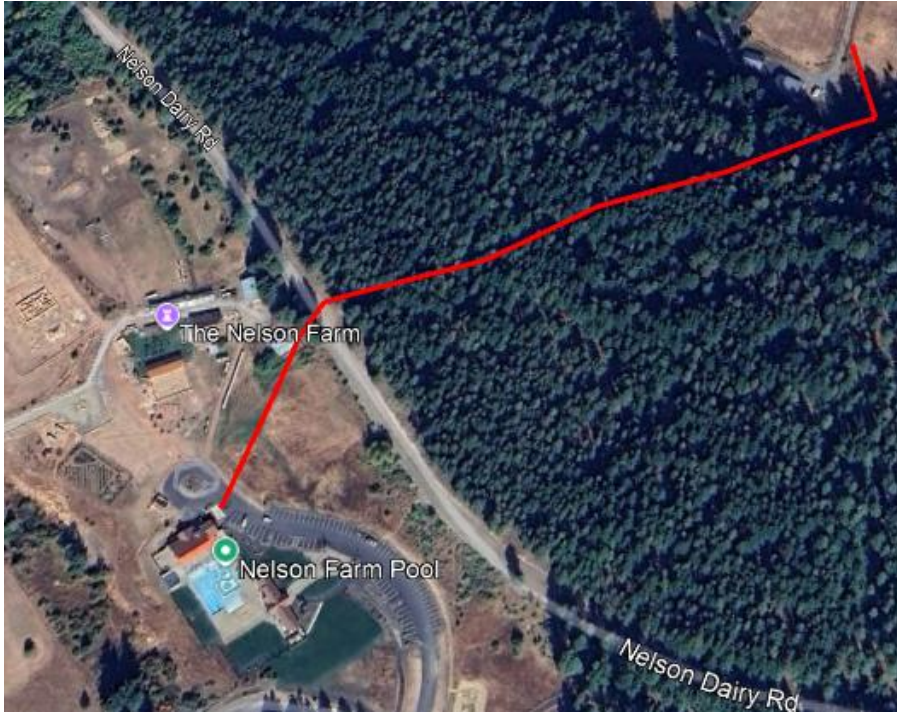
Location: Ronald/Roslyn

Total project: 5.1 miles

Estimated completion: Q4 2026

- ◆ Phase 1 (completed 2025)
 - ◇ Underground: 1.22 miles
 - ◇ Tree wire: 0.52 miles
- ◆ Phase 2 (2026)
 - ◇ Underground: 3.3 miles
 - ◇ Construction timeframe: Q2 – Q4 2026

CAS-16 - Nelson Dairy Rd



- ◆ **Jurisdiction:** Kittitas County
- ◆ **Description of Work:** Convert .1 miles of OH primary to UG
- ◆ **Start:** 2141 Swiftwater DR, Cle Elum WA
- ◆ **Stop:** 550 Horvat RD, Cle Elum WA
- ◆ **Project Status:** 90% design signed
- ◆ **Communications Impacts:** 6 poles host Inland Telephone equipment
- ◆ **Construction Timeframe:** Q3-Q4

CLE-11 Woods & Steele Rd, Phase 1

- ◆ **Jurisdictions:** Kittitas County
- ◆ **Description of Work:** UG 0.90 Miles
- ◆ **Start:** North of Woods & Steele Rd & Chandler Rd Intersection, Cle Elum
- ◆ **Stop:** 1700 Woods & Steele Rd, Cle Elum
- ◆ **Project Status:** Final Review & Permitting
- ◆ **Construction Timeframe:** Q3 - 2026



CLE-13 Thorp Prairie Rd, Phase 1



- ◆ **Jurisdictions:** Kittitas County
- ◆ **Description of Work:** UG 1.84 Miles
- ◆ **Start:** South of the Kittitas Irrigation Canal, Cle Elum
- ◆ **Stop:** North of 6931 Thorp Prairie Rd, Cle Elum
- ◆ **Project Status:** Final Engineering & Permitting
- ◆ **Construction Timeframe:** Q3 - 2026

Wildfire safe operations



PSE wildfire season declaration

A timeframe with increased potential for wildfire activity where PSE operates the grid more conservatively to reduce wildfire risk.



Enhanced Powerline Settings (EPS)

Changing automated settings to help prevent sparks, which turns power off faster when there is a potential hazard in the line (like a tree branch).



Public Safety Power Shutoff (PSPS)

Proactively shutting power off during critical fire weather conditions to prevent wildfires.

PSE



Enhanced Powerline Settings (EPS)

PSE

- ◆ During high-risk conditions, PSE uses Enhanced Powerline Settings on targeted lines to make the electric system **more sensitive to potential hazards**, such as a tree branch touching a line.
- ◆ EPS keeps you safer by **turning power off faster** to prevent sparks, but you may experience unplanned power outages when these settings are in place.
- ◆ Any resulting **outages are unplanned** and are different than a Public Safety Power Shutoff, where PSE shuts power off proactively in advance of severe weather.
- ◆ Check the **Outage Map** for more information or to report a power outage.



Public Safety Power Shutoff

PSE



Goal: First notification 2 days before a shutoff begins



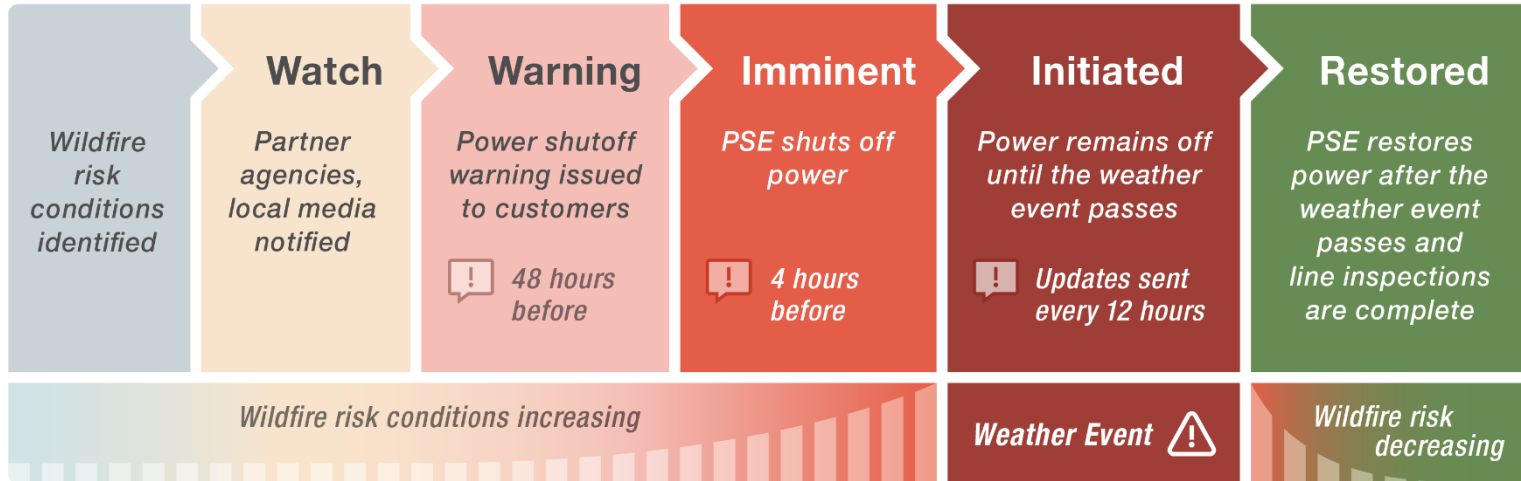
Medical Life Support customers receive enhanced communications



Automated call, text and/or email updates (based on account preference)



Find updates on our Outage Map or at [PSE.com/Alerts](https://www.pse.com/alerts)



PSPS emergency response partner coordination

- ◆ Department of Commerce-led **briefing with emergency response partners**.
- ◆ **Partner alerts and ongoing updates** to fire districts, critical facilities, local governments, and community support organizations.
- ◆ Twice daily **Situation Reports** throughout the event.
- ◆ Coordination with Emergency Management offices and other first responders on potential public safety issues and **locations for PSE Community Resource Centers**.



Sign up for Life Support status

- ◆ Customers with Life Support status noted in their PSE account will receive **phone calls from Customer Care**, in addition to regular customer notifications, in advance of a PSPS
- ◆ Learn more about Life Support status eligibility and how to apply: **PSE.com/Medical**
- ◆ Life Support Status is not a guarantee of service, and we strongly encourage customers to **have an emergency plan** in place and consider backup power for critical equipment

If you have critical medical equipment at home that relies on electricity, please contact PSE Customer Care at **1-888-225-5773** to learn the steps for adding Life Support status to your account.

Be prepared



Update your info

Make sure your PSE account contact information is up to date and sign up for Life Support status if you qualify by calling **1-888-225-5773**



Have a plan and supplies

Create and practice a family emergency plan, build an emergency kit, and learn how to prepare when a PSPS is possible at **PSE.com/PSPS**



Find outage updates

Visit our outage map at **PSE.com/Outages** to see potential shutoffs, current power outages, estimated times for restoration, or to report an outage

Take steps now to prepare for wildfire season!

- ◆ Sign up for county emergency alerts and learn more about neighborhood or community emergency response plans
- ◆ Be aware of fire weather warnings, burning restrictions, and any current fire activity or evacuation orders
- ◆ Find resources for emergency preparedness: **RedCross.org**
- ◆ Maintain trees and other vegetation on your property and report danger trees near power lines to a PSE Arborist: **PSE.com/Trees**
- ◆ Get your free Wildfire Ready Plan and take action to make your home and community more resilient: **WildfireReady.DNR.WA.gov**



**Prepared
for wildfire
season?**

Questions?

More information:

[PSE.com/Wildfire](https://www.pse.com/Wildfire)



City of Cle Elum – City Council Report

April 14, 2026



[Downtown Clean Up – Coming Up!](#)

CEDA’s downtown clean-up is coming up! April 18th from 9AM-12PM. We are partnering with Merle again this year as our starting point and we will have the CEDA Trailer out with some snacks, coffee from Pioneer, trash pickers, trash bags, gloves, and a couple of buckets as needed. Volunteers can pull weeds or pick up trash as they wish to! All volunteers are welcome, if you are young, we ask that you have a partner or parent with you to ensure safety downtown. This is a great opportunity for students who need community service sign offs for school as well! We will have a truck parked out behind Maverick’s that can be used as a trash drop-off location. For more information and clean-up sign up, please visit our website!

[Cle Elum in Bloom](#)

Flower baskets are coming back downtown soon as the weather improves and we are partnering with Public Works for installment again this year. CEDA purchased 43 flower baskets from the High School’s XC Team Fundraiser in support of them. The downtown poles at Peoh do not have watering systems, so CEDA will supplement with the self-watering hanging baskets we used in the past, we ask that these be watered as needed with weather conditions to help keep them lively. If there are any questions about flower baskets downtown, you can reach out to me directly.

[Upper County Volunteer Celebration – March 13th](#)

CEDA, along with Rotary volunteers and support from Cassidy from City Council, recently honored long-time community volunteer Terry Jerke for his decades of service across multiple organizations, including CEDA, Rotary, the Cle Elum Eagles, Thorp School District, and many others.

In recognition of his dedication and impact, Terry was awarded the **Terry Jerke Legacy Volunteer Award**. Moving forward, this award will continue to be presented to outstanding community volunteers who demonstrate exceptional service and commitment.

We extend our appreciation to all partner organizations and local groups who attended and continue to support and showcase volunteer efforts throughout the community. Photos and highlights from the event can be found in the Tribune and on CEDA's social media pages.

Pioneer Days Planning Meetings

Pioneer Days Planning Meetings are still ongoing. The next meeting is April 20th at 10AM and May and June will include 2 meetings per month. This year's parade theme is in consolidation with the Kittitas County America 250 Events, so you can also find our events listed on the Central Washington Outdoor site in the near future!

There are a few key updates for this year:

Due to past issues with the speaker system during announcements, we have decided to keep announcements more localized and controlled. To support this, we have asked Dave Craft with Shaka Sound to return with the same speaker system used during the Christmas in Cle Elum Parade, with two centralized locations along the sidewalks to improve visibility and audio quality for attendees.

- A no-host Watch Party will be located at Wye Park with a speaker playing festive music at 7:30PM and cutting out at 9:30PM just before the fireworks kick-off
- There will be a small street fair along Wye Park hosted by the Cle Elum Volunteer FF's Association, accompanied by other local vendors and the Dock Diving Dogs that are coming back this year and will be in Wye Park July 3rd- July 5th!
- The Dock Diving Dogs Event, the Cle Elum volunteer FFs Association Street Fair along with CEDAs events help draw tourism downtown and we encourage other groups to come downtown and enhance the events even more
- If you plan on watching fireworks from Wye Park this year, please respect the dog pool and do not go near or in the pool
- We will have multiple special guest groups kicking off the Pioneer Day Parade this year
- Sponsorships and parade registrations will open after the Downtown Clean-Up, by the end of April.
- With any details of extended events, sub events, and CEDA's main events, please check out our website; cleelumdowntown.com under Pioneer Days and submit any local events to us!

[CEDA Receiving Bids](#)

CEDA is receiving bids for Fireworks and Downtown Lights until May 1st, 2026. Please reach out directly for more information. We have received one bid so far for fireworks.

[Yakima Heart Safe](#)

The Cle Elum Heart Safe Community Committee is coordinating an AED project as an extension of the Yakima Heart Safe initiative, with support from Cascadian Rhythm, a 501(c)(3) nonprofit. Yakima Heart Safe Representatives have opened a location at the Catalyst Co-Working Space downtown, where project representatives are based. The committee includes local members working to expand and promote AED access throughout the downtown area as well. AED Advocates, a separate for-profit Washington corporation, served as the vendor supplying the AED units and cases to the nonprofit.

AEDs will be installed in weatherproof outdoor cabinets at key locations, including the CEDA building, Telephone Museum, Washington State Horse Park, Skate Park, and other sites as identified. CEDA will also be including AED locations in our next upcoming print of downtown guides.

For questions about the AED equipment or Heart Safe initiative, contact Dan with Yakima Heart Safe. For committee-related questions, please reach out to Beth Williams, Kristin Carlson, Anthony Garrett or Marc Kirkpatrick.

[Small Business Webinar Available](#)

A Main Street Webinar opportunity is available on May 27 from 12PM-1PM, called, “The Operations Tune-Up”. This webinar is focused on the operations in small business and an opportunity to have access to resources in small business. If you have questions, please reach out to me, directly!

[CEDA Volunteers Needed!](#)

If you are interested in becoming a CEDA Committee Volunteer, please reach out to me via email or through our volunteer sign-up on our website! There are many opportunities to become involved, and we would love to connect with you!

[Kittitas County America 250](#)

If you have a tourism driven event you want to help spread the word on, please submit it to CentralWashingtonOutdoor.com under America 250 Events. These are free and open to the public for submission.

Visitor Center – Downtown Guides

I am sharing on behalf of Shasta, our Visitor Center Rep, she could not be in attendance to the meeting, of a couple updates:

- Shasta is looking for sponsors for the updated downtown guides, so far, we have one, if you would like to have a sponsored page, please reach out to Shasta directly! This sponsorship will help promote you and help with printing & distribution costs!
- Signage has been updated above the office, which includes the Visitor Center and CEDA signage

Cle Elum Downtown Association

117 W 1st Street, P.O. Box 106, Cle Elum, WA 98922

www.cleelumdowntown.com

EIN 20-3716010

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: _____

CITY OF CLE ELUM
Planning Department

AGENDA STAFF
REPORT

AGENDA DATE: *April 14, 2026*

ACTION REQUESTED: *Second Reading of Inland Cellular LLC Franchise Agreement Ordinance 1724*

BACKGROUND: *On June 23, 2025, the City received a formal request from Inland Cellular, LLC expressing interest in obtaining a 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. After receiving the requested materials, the City provided a draft ordinance to Inland Cellular in August 2025 for review.*

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 operational and contractual considerations.

The proposed ordinance reflects the outcome of these discussions and represents the City's recommended framework for granting the franchise to Inland Cellular. The City Council conducted a first reading of the ordinance on March 24, 2026. The item is now before Council for second reading and consideration of adoption.

INTERACTION: *Negotiations were conducted by City Legal on behalf of the City*

RECOMMENDATION: *To approve at the second reading of proposed ordinance on April 14, 2026; adoption*

HANDLING: *City Clerk, Council*

ATTACHMENTS: *Ordinance 1724, Inland Cellular, LLC Franchise Agreement*

LEAD STAFF: *Colleda Monick, Senior Planner, HLA*

**CITY OF CLE ELUM
Planning Department
STAFF REPORT**

Resolution 2026-014
Habitat for Humanity Right-of-Way Vacation (VAC-2026-001)

AGENDA DATE: April 14, 2026

ACTION REQUESTED: Pass Resolution 2026-014 setting the time/date of a public hearing regarding an ordinance to vacate public right-of-way.

BACKGROUND: On March 20, 2026, Skylar Bisom-Rapp, on behalf of Floral Avenue LLC and Habitat for Humanity Seattle-King & Kittitas Counties, submitted a petition to vacate a portion of unimproved City right-of-way located near 903 E Second Street, between E Second and E Third Streets. The application was determined complete for processing on April 2, 2026.

The subject right-of-way is currently unimproved, with no curb, gutter, sidewalk, pavement, or known utility infrastructure present. If approved, the vacated area would be incorporated into the adjoining parcel consistent with state law.

Pursuant to RCW 35.79.010, the City Council must adopt a resolution setting a public hearing date to consider the proposed vacation. The hearing must be scheduled no fewer than 20 days and no more than 60 days from the date of the resolution.

RECOMMENDATION: Authorize the Mayor to sign Resolution 2026-014 setting a time/date of a public hearing regarding an ordinance to vacate public right-of-way for May 12, 2026.

ATTACHMENTS: Resolution 2026-014 and supporting documents presented to City Council

LEAD STAFF: Colleda Monick, City Planner

**CITY OF CLE ELUM
WASHINGTON**

RESOLUTION NO. 2026-014

**A RESOLUTION OF THE CITY OF CLE ELUM,
WASHINGTON, TO CONSIDER A PETITION TO VACATE
CITY ROW AND SETTING A TIME AND PLACE FOR A
PUBLIC HEARING**

WHEREAS, the owners for more than two-thirds of the private property abutting upon the subject right-of-way have petitioned the City Council of the City of Cle Elum to vacate right-of-way contained between E Second Street and E Third Street, bisecting parcel 563134; and

WHEREAS, RCW 35.79.020 requires that the City Council set a public hearing date on the potential street vacation.

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

Section 1. Initiation of Street Vacation. The City will consider the vacation petition, attached herein as Exhibit A, of right-of-way.

Section 2. Street Vacation Petition Hearing. The City Council shall hold a hearing on the street vacation described herein on May 12, 2026. The City Clerk shall provide notice as required by RCW 35.79.020.

PASSED BY THE CLE ELUM CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE ____ DAY OF _____, 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:

EXHIBIT A

PETITION NO.

**CITY OF CLE ELUM,
WASHINGTON
PETITION TO VACATE STREET OR ALLEY**

To the City Council of the City of Cle Elum, Washington.

Comes now the undersigned petitioners and, pursuant to RCW Chapter 35.79, now respectfully show:

The undersigned petitioners request that the following described street, alley or portion thereof, located in the City of Cle Elum, be vacated pursuant to RCW 35.79 (***provide legal description below, or attach to petition if lengthy.***)

Each of the undersigned petitioners is the owner of an interest in real estate abutting on the above-described area. The undersigned petitioners constitute owners of more than two-thirds of said abutting property.

Wherefore, petitioners pray that proceedings be heard hereon for the vacation of said area in the manner prescribed by RCW Ch. 35.79.

John Gillilan, Floral Avenue LLC	500 Naches Ave S, Suite 200, Renton, WA 98057	
Owner	Address	
<i>John Gillilan</i>	03/19/26	100%
Signature	Date	Ownership %

Owner	Address	
Signature	Date	Ownership %

Owner	Address	
Signature	Date	Ownership %

(If there are more property owners than what is room for please attach a separate list of property owners abutting the right-of-way to be vacated as well as their address, percentage of frontage on the right-of-way, and signature with date and the total ownership percentage of the property owners participating in this vacation)

EXHIBIT A
GRANTOR'S REAL PROPERTY
LEGAL DESCRIPTION

LOTS 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 AND 20 BLOCK 23, HAZELWOOD ADDITION TO THE TOWN OF CLE ELUM, IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON, AS PER PLAT THEREOF RECORDED IN BOOK 1 OF PLATS, PAGE 45, RECORDS OF SAID COUNTY.

TOGETHER WITH VACATED ALLEYS, IF ANY AS ACCRUED BY OPERATION OF LAW PER ORDINANCE NO. 1472, RECORDED UNDER RECORDING NO. 201709190020.

SITUATE IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON.

EXHIBIT B
DEDICATION LEGAL DESCRIPTION

THOSE PORTIONS OF LOTS 6 THROUGH 20, BLOCK 23, HAZELWOOD ADDITION TO THE TOWN OF CLE ELUM, IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON, AS PER PLAT THEREOF RECORDED IN BOOK 1 OF PLATS, PAGE 45, RECORDS OF SAID COUNTY, TOGETHER WITH VACATED ALLEYS, IF ANY AS ACCRUED BY OPERATION OF LAW PER ORDINANCE NO. 1472, RECORDED UNDER RECORDING NO. 201709190020, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 6;
THENCE SOUTH 10°34'31" WEST, ALONG THE WEST LINE THEREOF, 119.95 FEET TO THE **POINT OF BEGINNING**;
THENCE SOUTH 79°25'19" EAST 159.75 FEET;
THENCE NORTH 10°34'31" EAST 119.95 FEET TO THE SOUTHERLY RIGHT OF WAY MARGIN OF THIRD STREET;
THENCE SOUTH 79°25'19" EAST, ALONG SAID SOUTHERLY MARGIN, 20.00 FEET;
THENCE SOUTH 10°34'31" WEST 119.95 FEET;
THENCE SOUTH 79°25'19" EAST 160.50 FEET;
THENCE SOUTH 10°34'40" WEST 20.00 FEET;
THENCE NORTH 79°25'19" WEST 160.50 FEET;
THENCE SOUTH 10°34'40" WEST 119.85 FEET TO THE NORTHERLY RIGHT OF WAY MARGIN OF SECOND STREET;
THENCE NORTH 79°27'21" WEST, ALONG SAID NORTHERLY MARGIN, 20.00 FEET;
THENCE NORTH 10°34'40" EAST 119.86 FEET;
THENCE NORTH 79°25'19" WEST 159.75 FEET TO THE SOUTHERLY EXTENSION OF THE WEST LINE OF SAID LOT 6;
THENCE NORTH 10°34'31" EAST, ALONG SAID EXTENSION AND WEST LINE, 20.00 FEET TO THE **POINT OF BEGINNING**;

SITUATE IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON.

11/03/2025



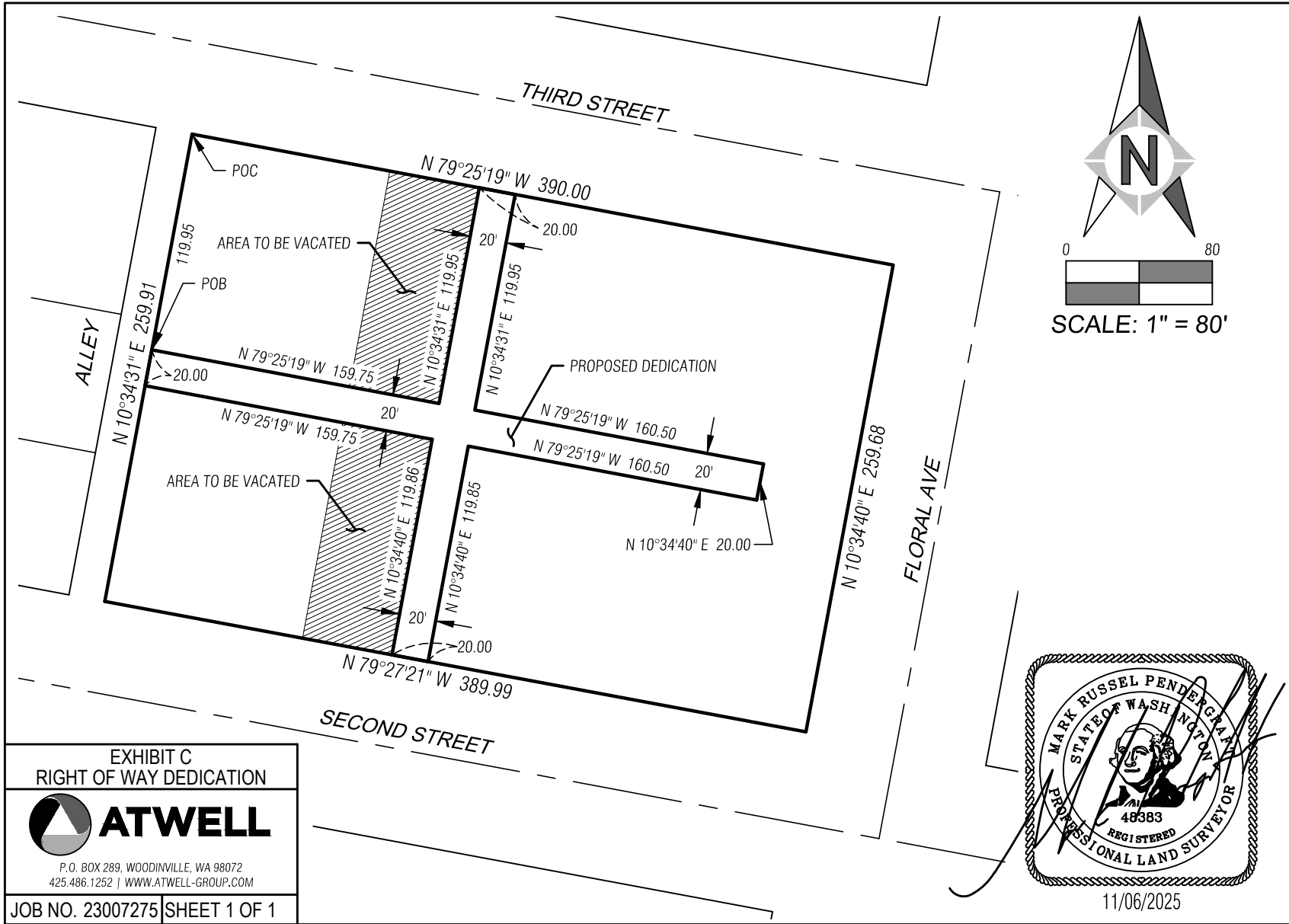



EXHIBIT C
RIGHT OF WAY DEDICATION



P.O. BOX 289, WOODINVILLE, WA 98072
425.486.1252 | WWW.ATWELL-GROUP.COM

JOB NO. 23007275 | SHEET 1 OF 1

AGENDA STAFF
REPORT

AGENDA DATE: April 14, 2025

ACTION REQUESTED: Adopt Resolution No. 2026-015 approving the City of Cle Elum Safety Action Plan.

BACKGROUND: The City of Cle Elum has developed a comprehensive Safety Action Plan as part of the Federal Safe Streets and Roads for All (SS4A) grant program. The purpose of the plan is to improve roadway safety for all users and to work toward the goal of eliminating traffic-related fatalities and serious injuries by 2030. The Safety Action Plan is consistent with the State of Washington’s Target Zero initiative and follows the nationally recognized Safe System Approach, which emphasizes safer roadways, safer speeds, safer users, safer vehicles, and improved post-crash care.

Adoption of the Safety Action Plan supports:

- The City’s commitment to public safety
- Compliance with federal SS4A program requirements
- Alignment with state safety goals under Target Zero

Potential funding sources after implementation include:

- Federal SS4A Implementation Grants
- State and federal transportation funding programs
- Local transportation funds

RECOMMENDATION: Staff recommends that the City Council adopt Resolution No. 2026-011 approving the Safety Action Plan

ATTACHMENTS: Cle Elum Safety Action Plan
Resolution 2026-015

LEAD STAFF: Joseph Calhoun HLA, Mathew Bailey

CITY OF CLE ELUM
WASHINGTON
RESOLUTION NO. 2026-015

**A RESOLUTION OF THE CITY OF CLE ELUM,
WASHINGTON, ADOPTING THE CITY OF CLE ELUM
SAFE STREETS AND ROADS FOR ALL SAFETY ACTION
PLAN**

WHEREAS, the City of Cle Elum (City) received a grant from the federal Safe Streets and Roads for All (SS4A) program to develop a Safety Action Plan and ADA Self Evaluation and Transition Plan; and

WHEREAS, the purpose of the Safety Action Plan (the Plan) is to develop a holistic, well-defined strategy to eliminate roadway fatalities and serious injuries; and

WHEREAS, the Plan builds upon and references Washington State Target Zero, which includes the goal of zero roadway fatalities and serious injuries by 2030; 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 April 14, 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 Safety Action Plan.

PASSED by the City Council the 14th day of April, 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

SAFETY ACTION PLAN

SAFE STREETS AND ROADS FOR ALL (SS4A)



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

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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SAFETY ACTION PLAN

Executive Summary

In 2024, the City of Cle Elum passed Resolution 2024-021 committing to the goal of zero deaths and serious injuries on its streets and roads by the year 2030, consistent with the Washington State Target Zero program. This initiative builds on the City's prior safety efforts, which began with the adoption of a Complete Streets Policy in 2016 (Cle Elum Municipal Code (CEMC) [Chapter 10.40](#)) The City acknowledges that fatal and serious injury traffic crashes are preventable. Between 2015 and 2023, Cle Elum had 1 fatal and 7 serious injury crashes. The City's commitment to reducing these crashes launched a comprehensive safety effort beginning with this document, the Cle Elum Safety Action Plan, using data analysis and community engagement to identify the issues on the City's road network and developing a set of actions and strategies to solve them. The Cle Elum Safety Action Plan will serve as a guiding model for the City's approach to transportation safety, one that is data-driven and collaborative, to provide safer streets for residents and visitors.

The Cle Elum Safety Action Plan is funded by the Federal Highway Administration (FHWA)'s Safe Streets and Roads for All (SS4A) grant program. The total grant award was used to develop both this comprehensive Safety Action Plan and an ADA Self Evaluation and Program Access Plan, which included a comprehensive inventory and condition assessment of the City's transportation facilities and rights of way providing access to public facilities. The Cle Elum Safety Action Plan includes all SS4A Action Plan Components, as outlined in the Notice of Funding Opportunity (NOFO):

1. Leadership Commitment and Goal Setting
2. Planning Structure
3. Safety Analysis
4. Engagement and Collab
5. Equity Considerations
6. Policy and Process Changes
7. Strategy and Project Selections
8. Progress and Transparency

Each of these key components will be addressed in greater detail in the Safety Action Plan.

Safe Streets and Roads for All (SS4A) is a discretionary program established by the 2021 Infrastructure Investment and Jobs Act (IIJA) to fund regional, local, and tribal initiatives through grants to prevent roadway deaths and serious injuries. The SS4A program supports the development of comprehensive safety action plans that identify a community's most significant roadway safety concerns and guides the implementation of projects, policies, and strategies to address roadway safety issues. Cle Elum's Safety Action Plan fulfills the requirements of the SS4A program by identifying and addressing significant roadway safety concerns within the community.





Safety Action Plans are the first step toward identifying roadway safety projects and are required to secure future federal funds for roadway safety projects. The Safety Action Plan establishes a practicable strategy to achieve a public commitment toward a goal of zero fatalities and serious injuries in the transportation system. The SS4A program requires the development of comprehensive Safety Action Plans that identify a community's most significant roadway safety concerns and guide the implementation of projects and strategies to address these roadway safety issues.

Cle Elum's Safety Action Plan identifies roadway safety issues, prioritizes safety projects, and recommends future street safety initiatives. The Safety Action Plan establishes a practicable strategy to achieve the City's committed goal of zero fatalities and serious injuries. The Safety Action Plan was formed by a thorough analysis of crash data, demographics, and roadway characteristics to identify areas of need and equitably develop safety recommendations for the city. The Safety Action Plan was further informed by partnerships established with the public, stakeholders, and a Steering Advisory Committee. Throughout the development of the Safety Action Plan, the project team communicated data and findings to these groups and solicited feedback to collaboratively develop street improvement projects intended to meaningfully reduce crashes and create safer conditions for those who live in, work in, and visit Cle Elum.



Leadership Commitment and Goal Setting



SS4A Guidance:

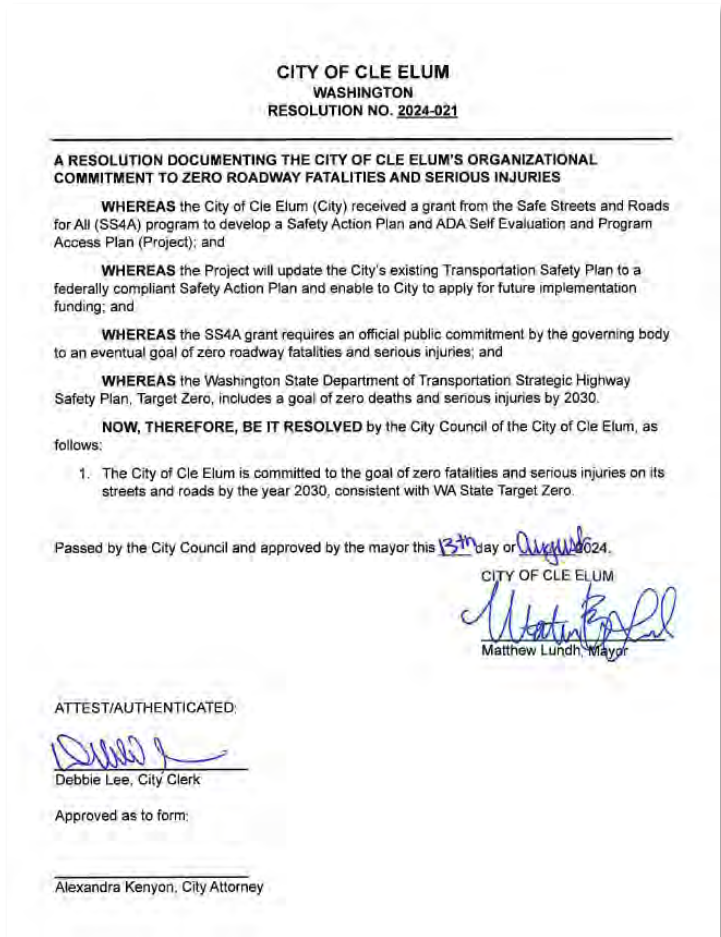
An official public commitment (e.g., resolution, policy, ordinance) by a high-ranking official and/or governing body (e.g.,

Mayor, City Council, Tribal Council, metropolitan planning organization [MPO], Policy Board) to an eventual goal of zero roadway fatalities and serious injuries. The commitment must include a goal and timeline for eliminating roadway fatalities and serious injuries achieved through one, or both, of the following:

1. The target date for achieving zero roadway fatalities and serious injuries, OR
2. An ambitious percentage reduction of roadway fatalities and serious injuries by a specific dated with an eventual goal of eliminating roadway fatalities and serious injuries.

The WA State plan relies on a Safe System Approach, which will be mirrored in Cle Elum. The Safe System Approach includes the following six elements:

- **Safer Road Users.** All road users engage in proactive safe behaviors, including paying attention, being visible, and following traffic laws. Road users also avoid high risk behaviors that lead to crashes and the potential for serious or fatal injury.
- **Safer Land Use Planning.** Understanding where people will live, work, attend school, and shop, authorities plan for shorter vehicle travel distances and safe travel using all modes, including active transportation, transit, and private and shared vehicles.
- **Safer Speeds.** Recognizing that crash forces increase exponentially with speed, transportation officials reduce drivers' operating speeds through self-enforcing road designs that encourage speeds that are safe for the road context and for all anticipated road users. Motor vehicle drivers' speeds are also managed through safer vehicles design, driver education, and proactive enforcement.
- **Safer Roads.** Transportation facilities are designed and built to separate users in time and space, manage speeds, and reduce crash impact angles at locations where road users are most likely to come into conflict. Facilities are designed and built to support safe travel using all modes: walking, rolling, biking, riding, driving, and transit.





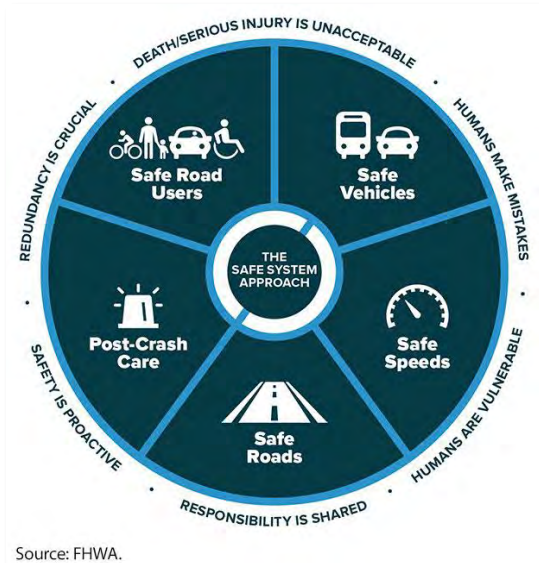
- **Safer Vehicles.** Vehicles are designed and built to keep all road users inside and outside of the vehicle safe. This includes reduced vehicle mass, speed control, shapes that reduce injury severity for road users outside of the vehicle, active collision avoidance, technology that supports sober and attentive driving, increased visibility, and effective occupant protection.
- **Effective Post-Crash Care and Response.** First responders can arrive quickly at a crash scene and address the most imminent threats to life and health, limiting serious injury severity when a crash occurs. Investigations and data collection inform all system partners to reduce recurrences of crashes resulting from lapses in any of the Safe System elements.

Resolution

The City of Cle Elum is committed to the eventual goal of zero roadway fatalities and serious injuries. As noted in the Executive Summary, the City Council passed Resolution 2024-021 on August 13, 2024. This Resolution documents Cle Elum’s commitment to zero roadway fatalities and serious injuries on its streets and roads by the year 2030, consistent with [WA State’s Target Zero](#).

Target Zero

Target Zero is the Washington State Department of Transportation’s (WSDOT) Strategic Highway Safety Plan. The plan’s goal is to reduce the number of traffic deaths and serious injuries on Washington’s roadways to zero by the year 2030. It also serves as the state’s Strategic Highway Safety Plan.



Source: FHWA.

Safe System Approach

To achieve zero fatalities and serious injuries on roadways in Cle Elum, it is important to adopt a Safe System approach, as defined by the Federal Highway Administration (FHWA). This framework recognizes that people are prone to error and have limited tolerance for crash impacts. In a Safe System, mistakes should never result in death or serious injury. Key strategies of the Safe System approach include designing road infrastructure to minimize risks, managing safe speeds, and reducing injury severity in case





Planning Structure



SS4A Guidance:

A committee, task force, implementation group, or similar body charged with oversight of the Action Plan development, implementation and monitoring (Transportation Task Force).

The Transportation Task Force is composed of 4 members from the public, one staff member, and the consultant team who met on several occasions to review and provide recommendations to the Council.

The Transportation Task Force held an introductory meeting on May 28, 2025. The advisory team members were provided with background information on the project, funding sources, and the desired outcome. Results of the previous survey were reviewed and discussed.

City of Cle Elum Staff	Consultant Team
Mathew Bailey, Public Works Director	Joseph Calhoun, Planning Supervisor
Public	Mike Heit, PE, Principal
Daniel Boe	Stephanie Ray, PE
Michael Day	Kassidy Yates, Project Engineer I
Lori Nevin	Jamison Enos, Planner I
Craig Schermerhorn	

Safety Analysis



SS4A Guidance:

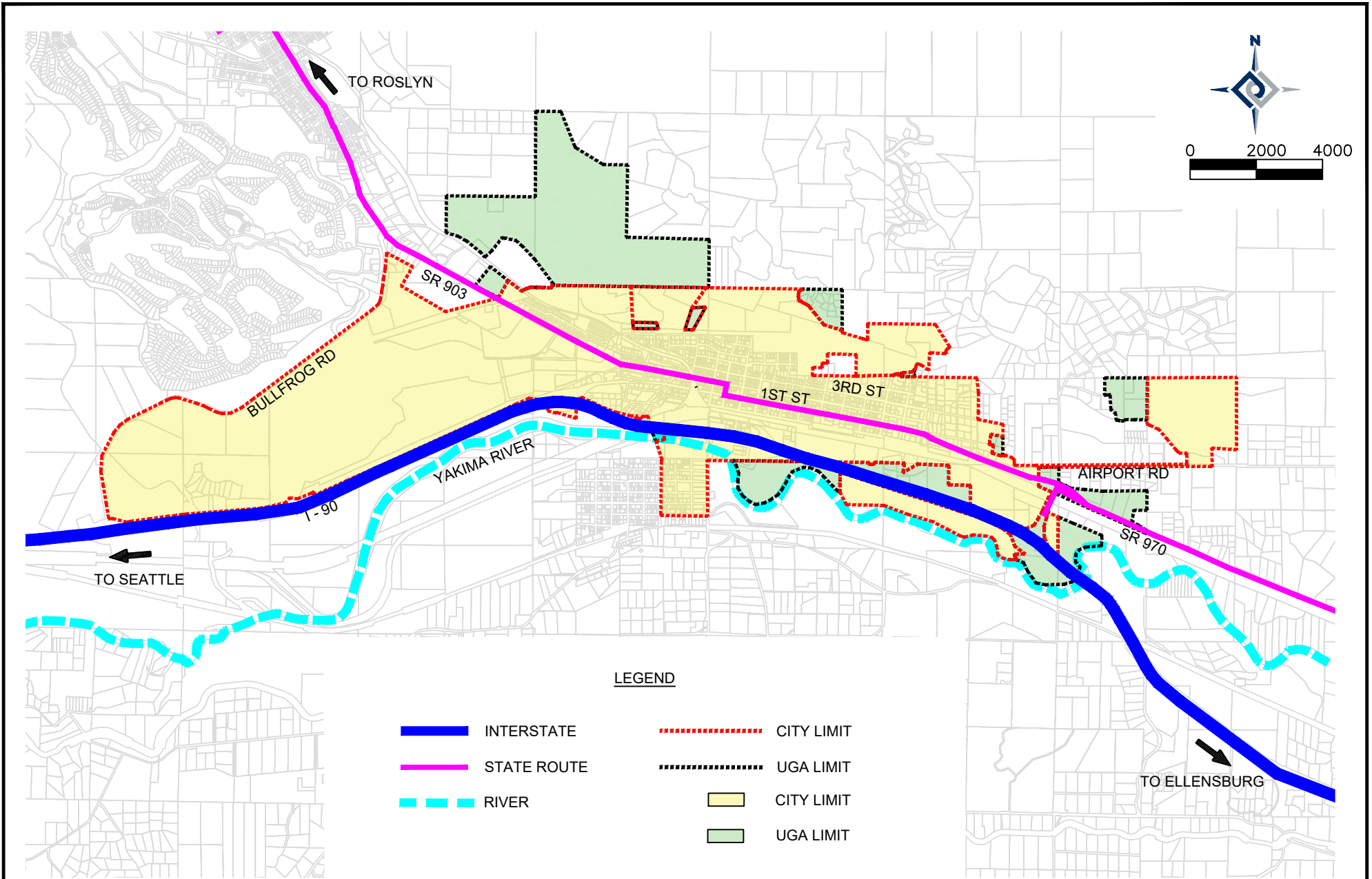
Analysis of existing conditions and historical trends that provides a baseline level of crashes involving fatalities and serious injuries across the City of Cle Elum. Includes an analysis of locations where there are crashes and the severity of the crashes, as well as contributing factors and crash types by relevant road users (motorists, pedestrians, transit users, etc.) Analysis of systemic and specific safety needs is also performed, as needed (e.g., high-risk road features, specific safety needs of relevant road users, public health approaches, analysis of the built environment, demographics and structural issues). To the extent practical, the analysis should include all roadways within the jurisdiction, without regard for ownership. Based on the analysis performed, a geospatial identification of higher-risk locations is developed (a High-Injury Network or equivalent).



Geography and Climate

The Cle Elum is located on the eastern slopes of the Cascade Mountains in northern Kittitas County, approximately 30 miles east of Snoqualmie Pass. Interstate 90 (I-90) and the Yakima River pass through Cle Elum. Access to Cle Elum is provided by three I-90 exits at Bullfrog Road (Exit 80), Oakes Ave (Exit 84), and Highway 903/Highway 970 junction (Exit 85). The Oakes Ave exit only provides ingress from westbound I-90 and egress to eastbound I-90, which limits the usage of this centrally located exit.

The majority of Cle Elum lies between the elevations of 1,890 and 2,170. Annual precipitation in the area averages 22.1 inches. The average monthly temperatures range from a minimum of 18°F in January to a maximum of 83°F in July. Founded in the 1870s, Cle Elum was incorporated in 1902 and is currently the second largest city in Kittitas County.



P:\PROJECTS\2024\24051\VICINITY MAP - CLEELUM.DWG



2803 River Road
 Yakima, WA 98902
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 www.hlacivil.com



CITY OF CLE ELUM

VICINITY MAP
 SAFETY ACTION PLAN



City Safety Plan

In 2023, the City of Cle Elum updated its Washington State Department of Transportation (WSDOT) Safety Plan. Previous versions of the City Safety Plan reviewed and analyzed WSDOT crash data to identify problem areas and develop prioritized projects.

Several projects have been identified and pursued for funding as a result of past Safety Plans, including:

1. 2nd St and Floral Ave Intersection Improvements (completed)
2. 1st St guardrail, signs and access control (completed)
3. Traffic Data collection (ongoing)

The completed project at 2nd St and Floral provides a great example of a low-cost safety project. This intersection had limited visibility due to overgrown brush. There was a small stop sign that is easy to miss due to no lighting. The overgrown vegetation was cleared, and a new lighted stop sign was installed.

The completed project now provides substantially better visibility for drivers and pedestrians. Ongoing maintenance of the vegetation will ensure that these intersection improvements are upheld.





BEFORE

Second Street and Floral Avenue
From North:

- Stop sign competing with overgrowth.
- Small sign
- No lighting



AFTER

Second Street and Floral Avenue
From North:

- Lighted stop sign
- Warning striping on pilons
- Cleared vegetation.





Transportation Improvement Program

Cle Elum maintains a rolling capital improvement program for transportation projects known as their Six-Year Transportation Improvement Program (TIP). The TIP is updated on an annual basis and can be amended most months. The TIP provides details, schedules, and funding information for projects, programs, and planning efforts the city intends to accomplish with the next six years. Projects identified in this Safety Action Plan will need to be added to the TIP to receive future funding.

Data Collection

To begin the safety analysis, crash data was obtained from the Washington State Department of Transportation (WSDOT) public portal. Crash data reports can be run by year, report category, and report type.

WSDOT

Report Category: Target Zero Crash Type | Report Name: Intersection Related

Select Report Parameters:
 Report Year: 2025 | Location: Cle Elum | Jurisdiction: (All)

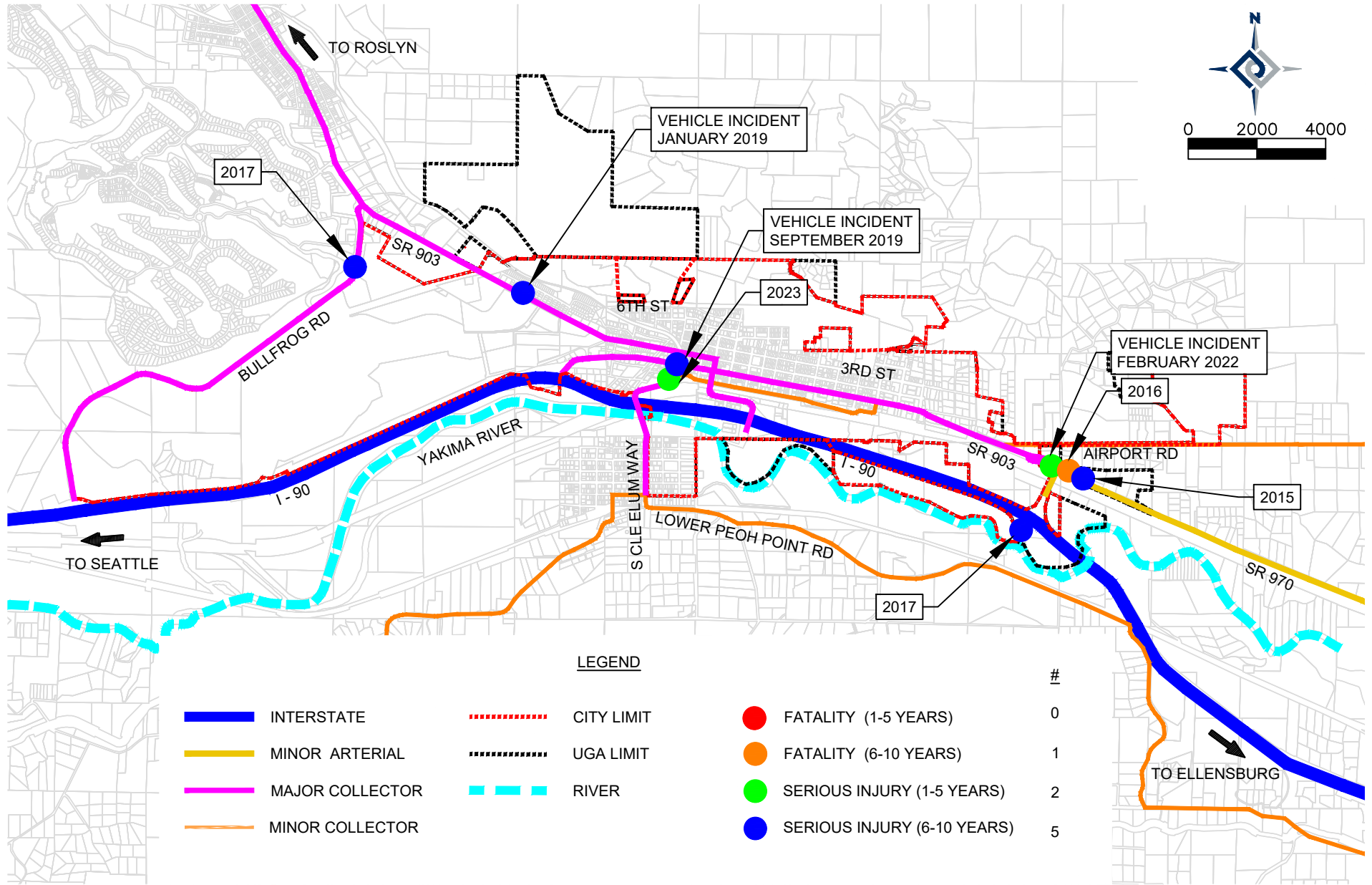
Map Legend: Suspected Serious Injury

Target Zero Crash Type - Intersection Related	
Report Year:	2025
Location:	City of Cle Elum
Jurisdiction:	(All)

Data	Charts	Notes
Intersection Related Fatal and Suspected Serious Injury Crashes		
Number of Vehicles Involved		2
Fatal Crashes		0
Suspected Serious Injury Crashes		1
Fatalities		0
Suspected Serious Injuries		1
Alcohol Impaired Crashes		1
Alcohol Impaired Drivers, Pedestrians and Bicyclists		1
Drug Impaired Crashes		0
Drug Impaired Drivers, Pedestrians and Bicyclists		0
Alcohol And/Or Drug Impaired Crashes		1
Alcohol And/Or Drug Impaired Drivers, Pedestrians and Bicyclists		1
Had Been Drinking Crashes		1
Had Been Drinking Drivers, Pedestrians and Bicyclists		1
Speed Related Crashes		1
Speeding Drivers Involved		1
Inattentive/ Distraction Related Crashes		0
Inattentive/ Distracted Drivers Pedestrians And Bicyclists		0
Drowsy Driver Involved Crashes		0
Drowsy Drivers Involved		0
Young Drivers 16-25 Involved Crashes		0
Young Drivers 16-25 Involved		0
Older 65+ Driver Involved Crashes		0
Older 65+ Drivers Involved		0
Older 70+ Driver Involved Crashes		0
Older 70+ Drivers Involved		0
Heavy Truck Involved Crashes		0
Heavy Trucks Involved		0
School Bus Involved Crashes		0

Between 2015 - 2023, there were 8 serious and/or fatal crashes identified in Cle Elum. Crashes were reported by location and type. Proposed countermeasures were then identified, including cost estimates to implement.





P:\PROJECTS\2024\24051\VICINITY MAP - CLEELUM.DWG



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CITY OF CLE ELUM

SERIOUS & FATAL ACCIDENT EXHIBIT SAFETY ACTION PLAN



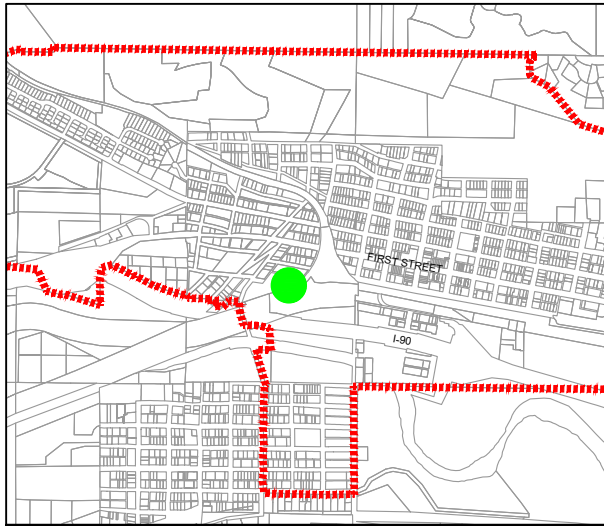
Incidents involving serious and fatal injuries from 2015-2023 are as follows:

2023 Serious Injury: Project ID: 23.SI.1

In June of 2023, a serious incident occurred along South Cle Elum Way, just southwest of West Railroad Ave. South Cle Elum Way is the major connecting road between the City of Cle Elum and the City of South Cle Elum. This roadway is a two-lane undivided major collector with limited shoulders and roadside area due to the tree line on both sides of the road. No delineation currently exists between roadway and shoulder.

This serious injury accident occurred in the afternoon. It was a single vehicle accident in which an older driver departed his lane, left the roadway, and struck a tree or stump. Proposed traffic mitigation measures at this location include adding rumble strips and new painted fog lines from West Railroad Ave to Reed Street. This solution will help alert drivers when they are leaving the roadway and to improve visibility for the edge of the roadway.

In addition to one serious injury accident, three non-serious injury accidents have occurred at this location in the past ten years.



LEGEND	
	EDGE OF TRAVEL WAY
	EXISTING PAINT MARKING
	EXISTING SIDEWALK
	EXISTING STREET LIGHT
	EXISTING PED LIGHT
	NEW IMPROVEMENTS



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SERIOUS INJURY 2023



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 SAFETY ACTION PLAN

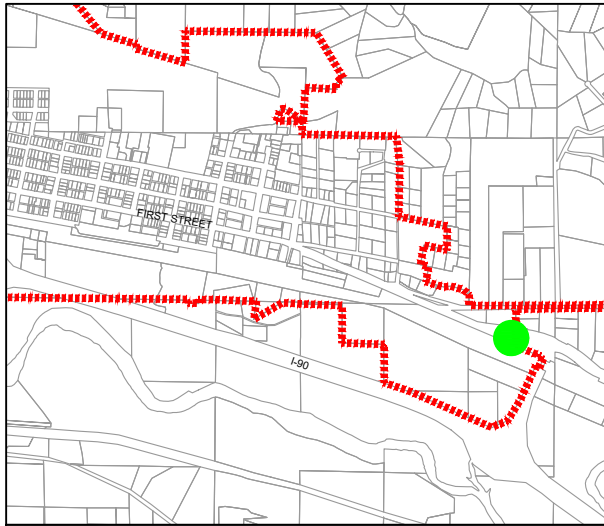


2022 Serious Injury: Project ID: 22.SI.1

In February of 2022, a serious incident occurred at the junction of State Route 903 and State Route 970, which also connects with westbound Exit 85 off Interstate 90. The accident occurred on a section of the exit that is a two-lane undivided major collector section of State Route 903. It has an annual average daily traffic volume of 2,200 vehicles. Adequate shoulders and guardrails currently exist to prevent drivers from going off steep embankments on either side of the roadway; however, geometry of this junction can be difficult to navigate.

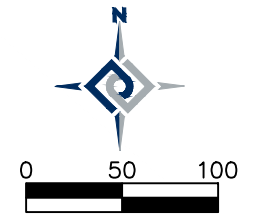
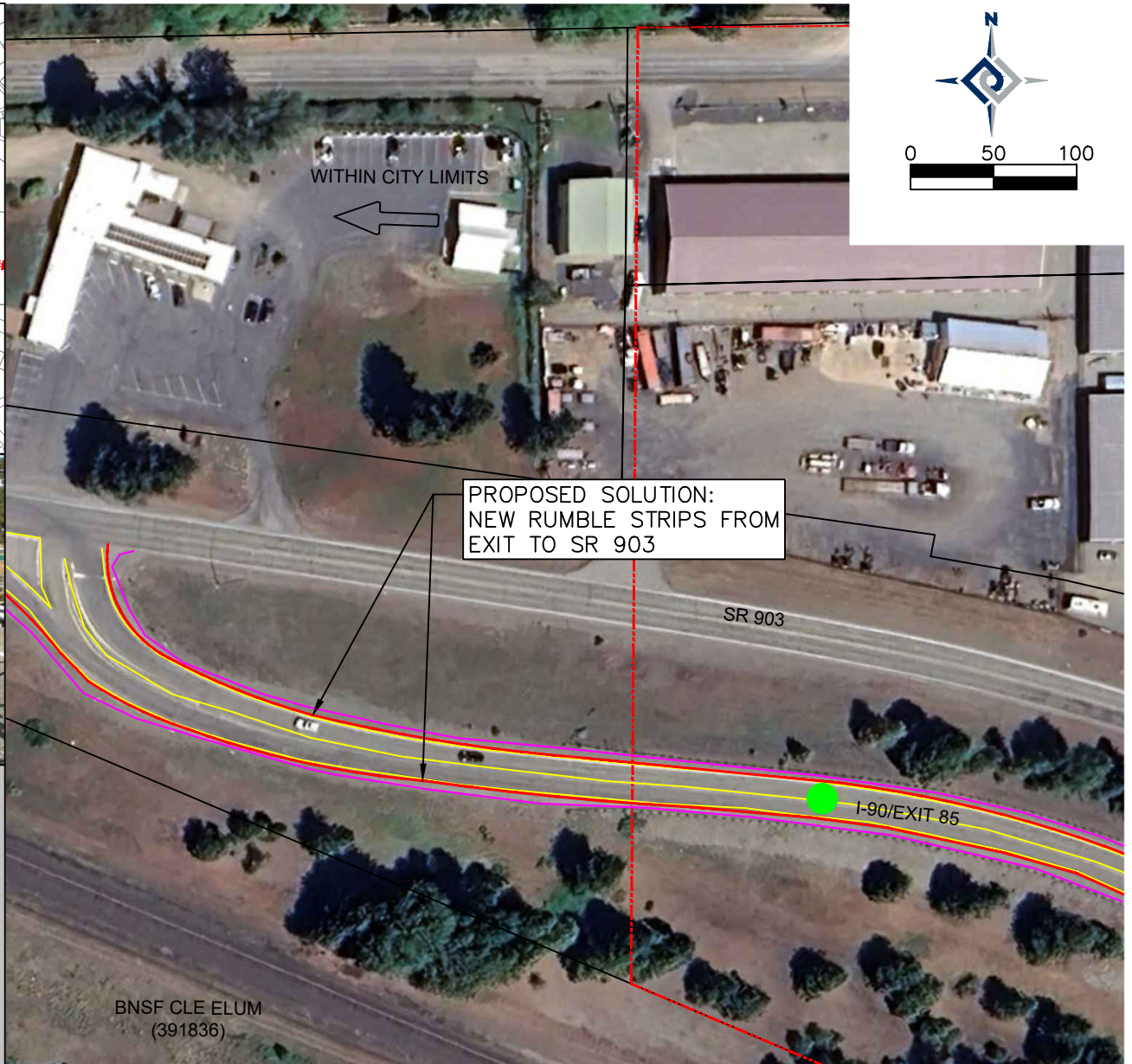
This serious injury accident occurred in the early morning while still dark. The incident involved a single vehicle accident in which the drug impaired driver left his lane and struck the guardrail and signage behind the guardrail. Proposed traffic mitigation measures at this location include adding rumble strips from Exit 85 to State Route 903 to help alert drivers when they are leaving the roadway, before hitting the guardrail.

In addition to one serious injury accident, three non-serious injury accidents have occurred at this location in the past ten years.



LEGEND

- EDGE OF TRAVEL WAY
- EXISTING PAINT MARKING
- EXISTING SIDEWALK
- EXISTING STREET LIGHT
- EXISTING PED LIGHT
- NEW IMPROVEMENTS



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SERIOUS INJURY 2022



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 SAFETY ACTION PLAN

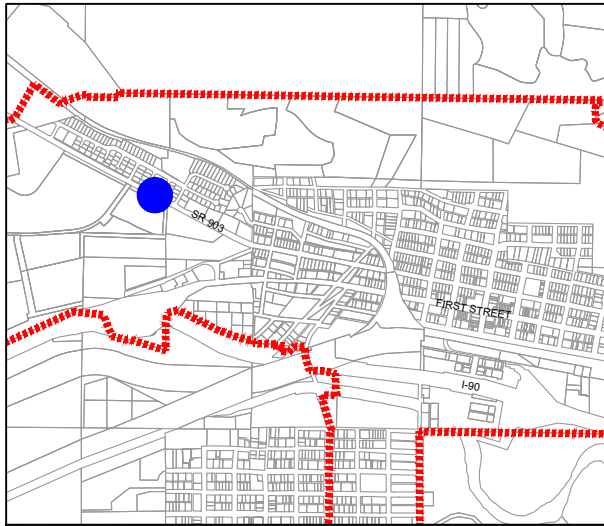


2019 Serious Injury 1: Project ID: 19.SI.1




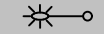

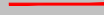
In January of 2019, a serious incident occurred along State Route 903 near Denny Avenue. This section of roadway is a two-lane undivided major collector with an annual average daily traffic volume of 6,000 vehicles. It is also just southeast of the school zone. No guardrails currently exist to prevent vehicles from striking trees, houses, or pedestrians.

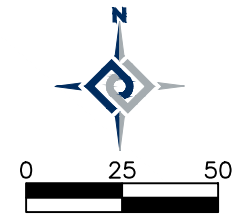
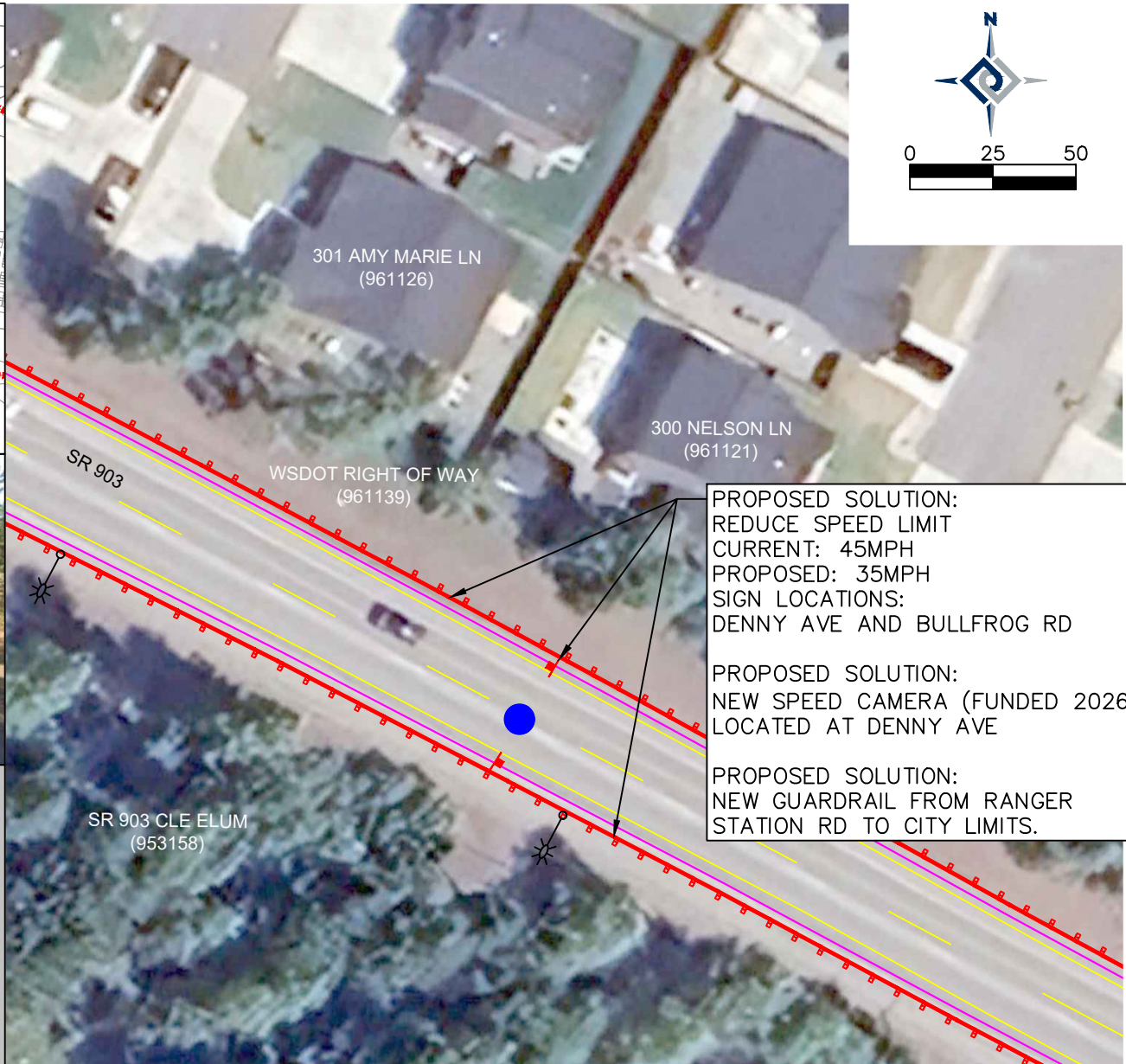
This serious injury accident occurred at nighttime in the winter. A vehicle was driving in snowy and dark conditions where it spun out and struck a second vehicle. Speed was determined to be a factor in this accident. Proposed traffic mitigation measures at this location include a new speed camera, which has been funded and will be installed in 2026, as well as lowering the posted speed limit from 45mph to 35mph and/or adding guardrails from Miller Avenue to the City Limits. These measures will all help to keep motorists safe and decrease the likelihood of a serious injury accident occurring at this location.

In addition to one serious injury accident, ten non-serious injury accidents have occurred at this location in the past ten years.



LEGEND

-  EDGE OF TRAVEL WAY
-  EXISTING PAINT MARKING
-  EXISTING SIDEWALK
-  EXISTING STREET LIGHT
-  EXISTING PED LIGHT
-  NEW IMPROVEMENTS




PROPOSED SOLUTION:
 REDUCE SPEED LIMIT
 CURRENT: 45MPH
 PROPOSED: 35MPH
 SIGN LOCATIONS:
 DENNY AVE AND BULLFROG RD

PROPOSED SOLUTION:
 NEW SPEED CAMERA (FUNDED 2026)
 LOCATED AT DENNY AVE

PROPOSED SOLUTION:
 NEW GUARDRAIL FROM RANGER
 STATION RD TO CITY LIMITS.



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 SERIOUS INJURY 2019



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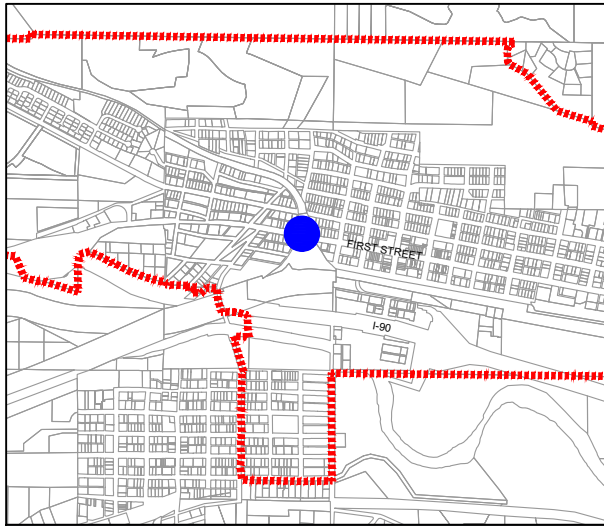


2019 Serious Injury 2: Project ID: 19.SI.2

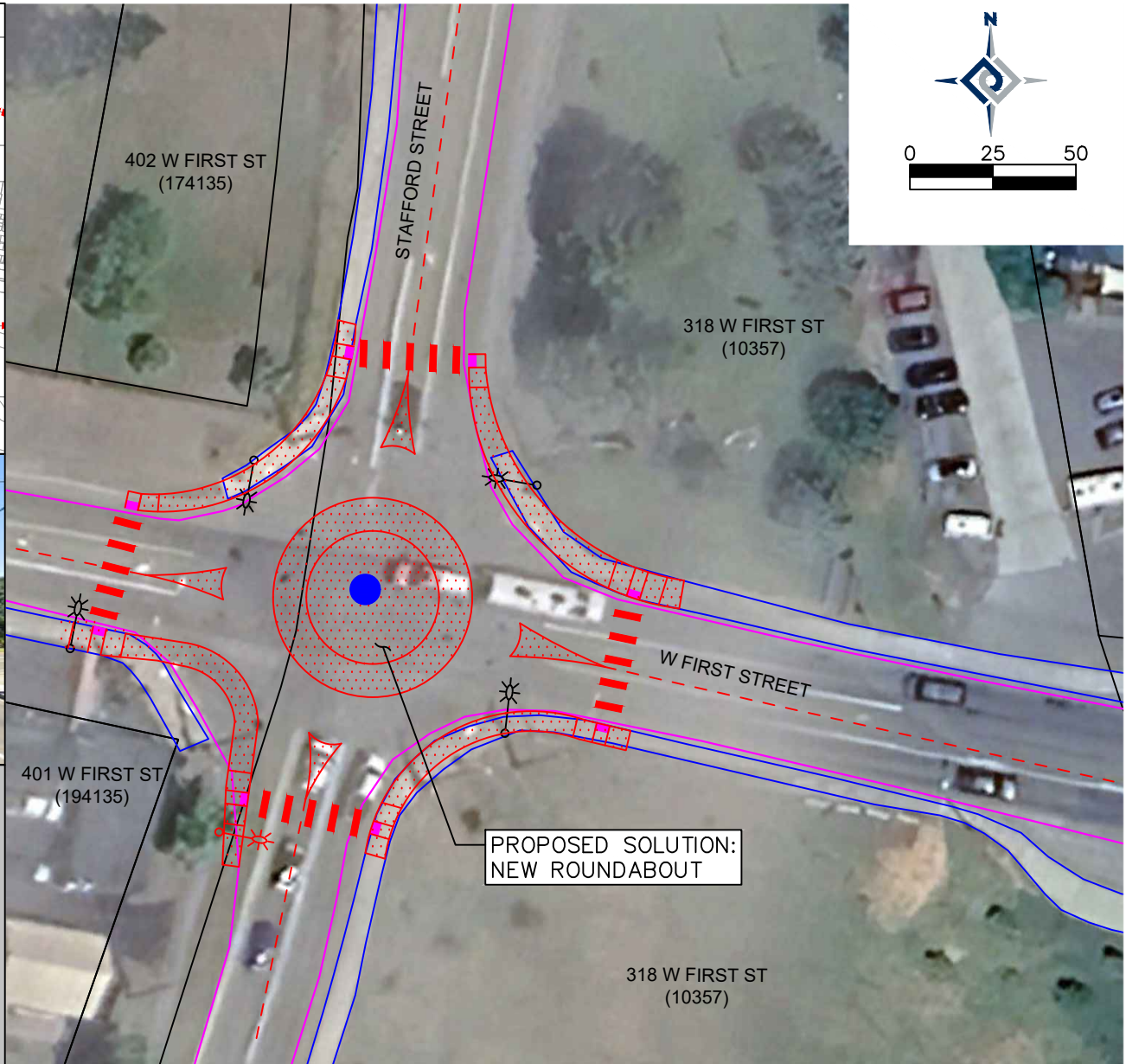
In September of 2019, a serious incident occurred at the intersection of Stafford Street and West First Street. This intersection joins two major collectors, both of which provide vital access to navigate through the city and withstand high volumes of traffic. Existing conditions at this intersection involve a traffic signal to manage a through lane and left turn lane in each direction. Existing right of way allows for expansion beyond current roadway.

This serious injury accident occurred in the morning. It was an alcohol-related accident involving two vehicles that collided in the intersection. Proposed traffic mitigation measures at this location include a new roundabout complete with pedestrian facilities and new streetlighting. Roundabouts are statistically proven to have a lower threshold of serious accidents and improve traffic flow, which is why it was chosen for this high-volume location. This location currently has funding for signal improvements and curb ramp replacements, however due to the large volume of accidents, a roundabout in the long term is a much safer option.

In addition to the one serious injury accident, thirteen additional non-serious injury accidents have occurred at this intersection over the past ten years.



LEGEND	
	EDGE OF TRAVEL WAY
	EXISTING PAINT MARKING
	EXISTING SIDEWALK
	EXISTING STREET LIGHT
	EXISTING PED LIGHT
	NEW IMPROVEMENTS



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SERIOUS INJURY 2019



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 TRAFFIC SAFETY MITIGATION MEASURE
 SAFETY ACTION PLAN

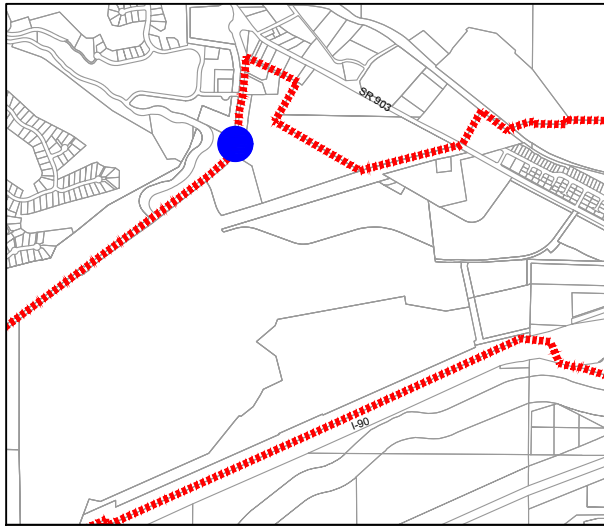


2017 Serious Injury 1: Project ID: 17.SI.1






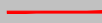
In August of 2017, a serious incident occurred on Bullfrog Road, south of the intersection with State Route 903. This roadway is a two-lane undivided major collector. It has an annual average daily traffic volume of 5,500 vehicles and is a major connection between Interstate 90, Cle Elum, and Roslyn. It is also the primary route to Suncadia Resort. The existing roadway has a dashed passing centerline and limited shoulders.

This serious injury accident occurred in the afternoon. The accident involved a heavy truck and a motor vehicle, occurring when one of them crossed the centerline and struck the other vehicle. Proposed traffic mitigation measures at this location include lowering the speed limit from the posted 50mph to 40mph and changing the dashed passing centerline to a double solid no passing centerline from State Route 903 to the first bend in Bullfrog Road. This will both slow traffic, creating less serious accidents, and will also discourage cars from passing, therefore helping in the prevention of head on collisions.

In addition to this serious injury accident, one other accident has occurred at this location in the past ten years.



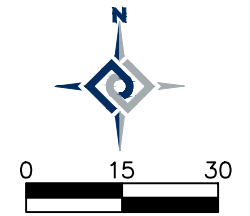
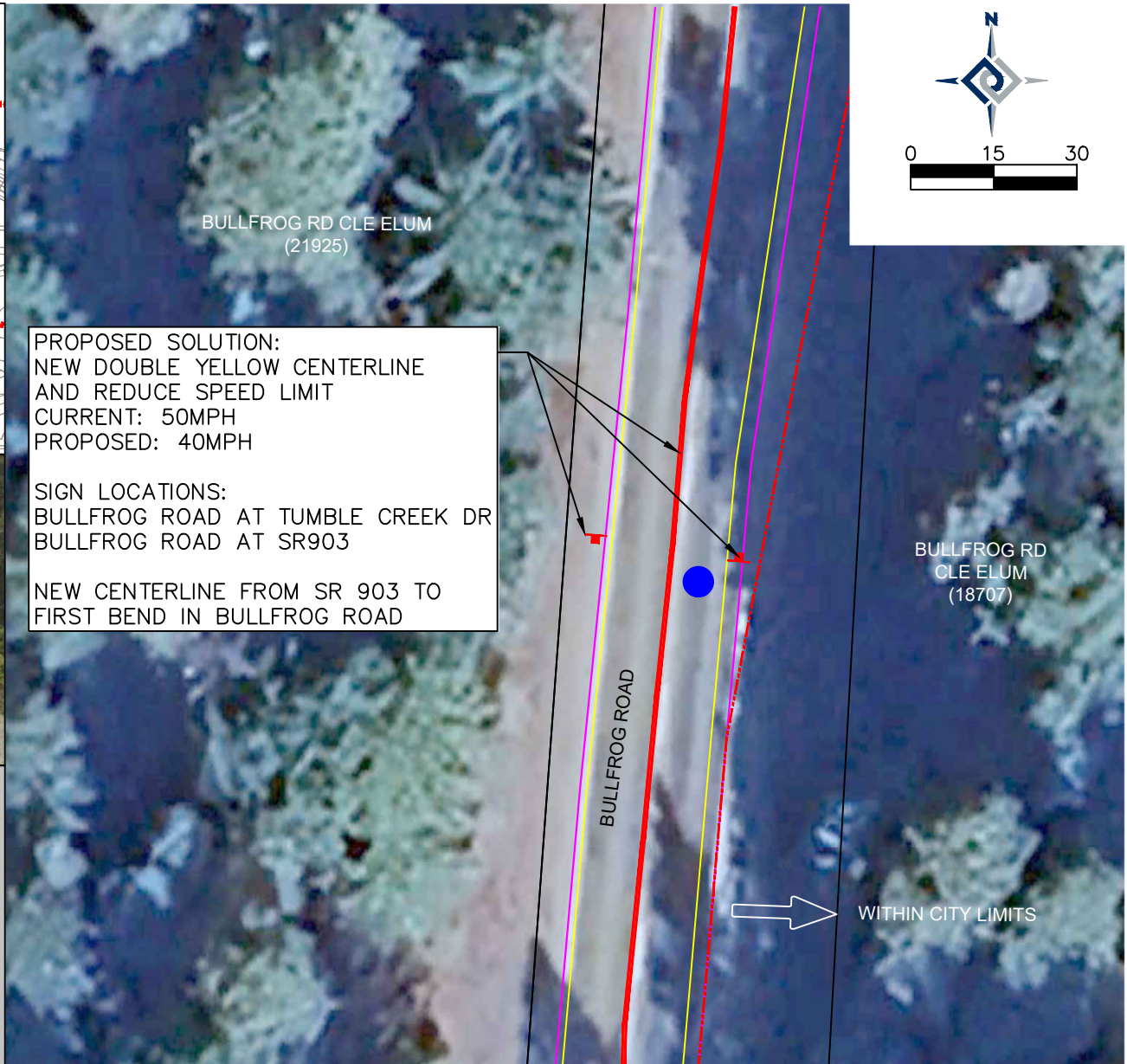
LEGEND

-  EDGE OF TRAVEL WAY
-  EXISTING PAINT MARKING
-  EXISTING SIDEWALK
-  EXISTING STREET LIGHT
-  EXISTING PED LIGHT
-  NEW IMPROVEMENTS


PROPOSED SOLUTION:
 NEW DOUBLE YELLOW CENTERLINE
 AND REDUCE SPEED LIMIT
 CURRENT: 50MPH
 PROPOSED: 40MPH

SIGN LOCATIONS:
 BULLFROG ROAD AT TUMBLE CREEK DR
 BULLFROG ROAD AT SR903

**NEW CENTERLINE FROM SR 903 TO
 FIRST BEND IN BULLFROG ROAD**



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 SERIOUS INJURY 2017



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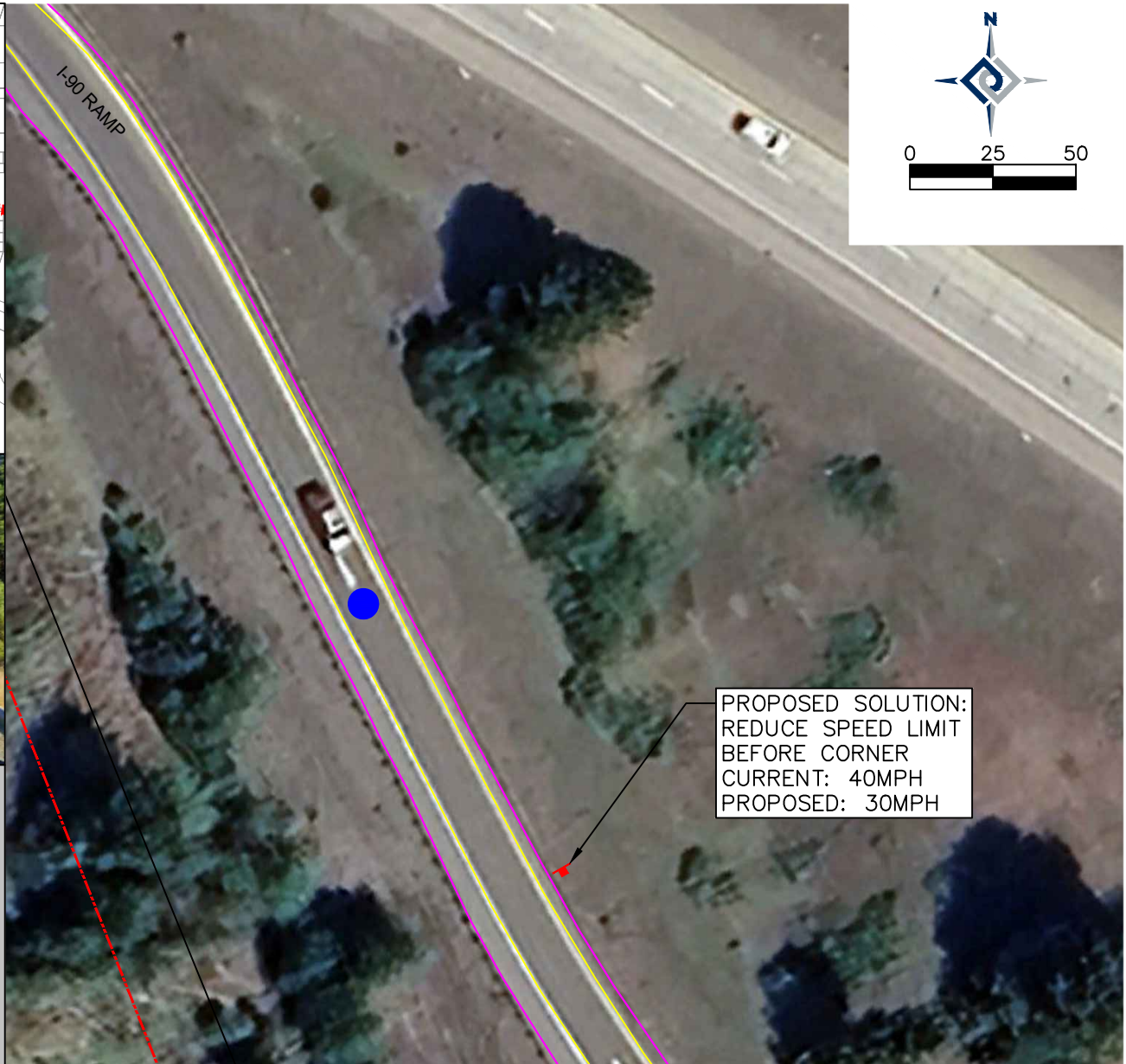
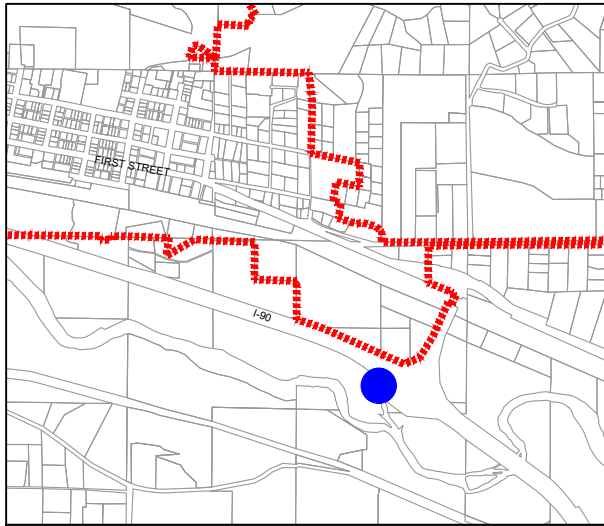


2017 Serious Injury 2: Project ID: 17.SI.2






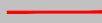
In July of 2017, a serious incident occurred on eastbound Exit 85 off Interstate 90, which is the junction with State Route 970. This offramp is one lane and connects an interstate with a principal arterial. It has an annual average daily traffic volume of 2,000 vehicles. The existing conditions include guardrails to prevent vehicles from going off the embankment on either side, however, has tight curves that can be difficult to navigate when coming off the interstate.

This serious injury accident occurred late in the morning. A single motorcycle was driving distracted when they left the roadway and hit the guardrail. Speed was determined to be a factor in this accident. Proposed traffic mitigation measures at this location include reducing the suggested speed from the posted 40mph to 30mph and adding a corner ahead sign before the junction. These measures would slow traffic down, leading to less serious injuries, and allow cars to prepare to navigate the curvature of the road.

In addition to this one serious injury accident, eight other non-serious injury accidents have occurred at this location in the past ten years.



LEGEND

-  EDGE OF TRAVEL WAY
-  EXISTING PAINT MARKING
-  EXISTING SIDEWALK
-  EXISTING STREET LIGHT
-  EXISTING PED LIGHT
-  NEW IMPROVEMENTS



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 SERIOUS INJURY 2017



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 TRAFFIC SAFETY MITIGATION MEASURE
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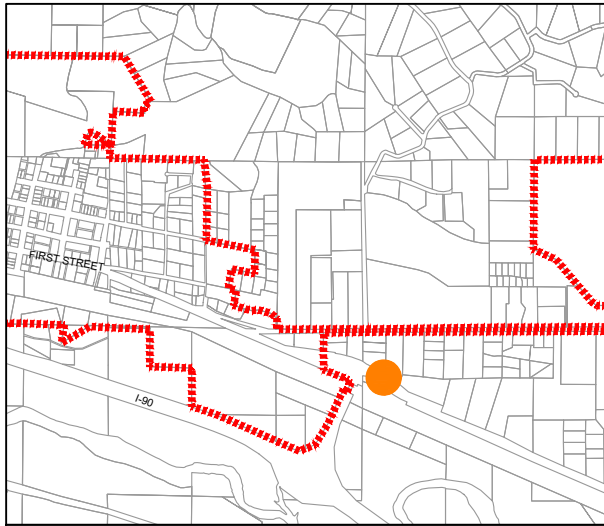


2016 Fatality: Project ID: 16.F.1

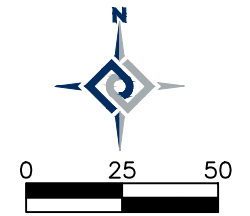
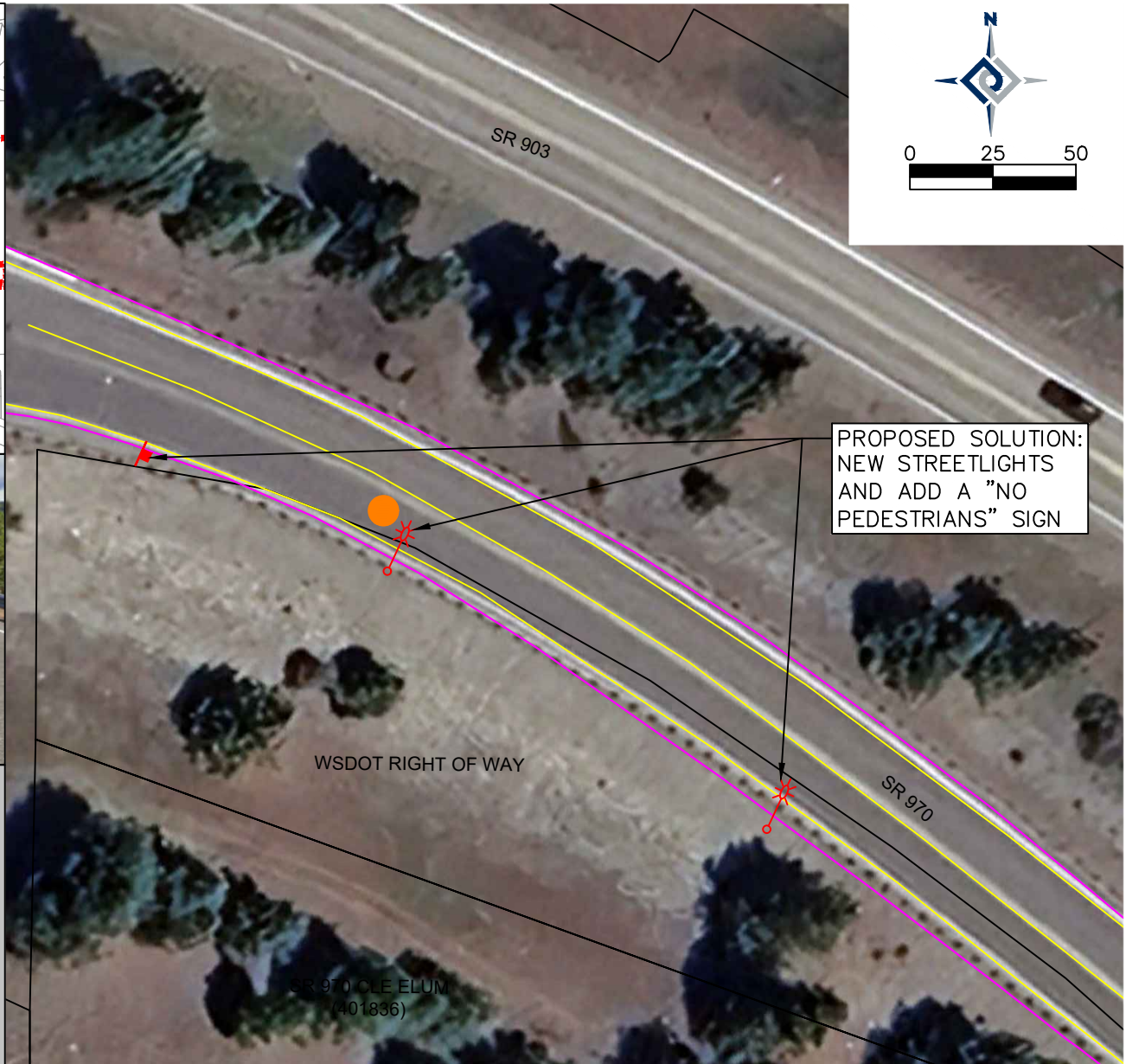
In November of 2016, a fatal incident occurred at the junction of State Route 903 and State Route 970, which also connects with westbound Exit 85 off Interstate 90. The accident occurred on a section of the exit that is a two-lane undivided principal arterial section of State Route 970. It has an annual average daily traffic volume of 3,600 vehicles. Guardrails currently exist to prevent drivers from going off steep embankments on either side of roadway, however narrow shoulders and complicated geometry of this junction can be difficult to navigate. No pedestrian facilities or lighting currently exists.

This fatality occurred at nighttime. A pedestrian was outside of his vehicle when he was struck by a vehicle and killed. Due to limited space, proposed traffic mitigation solutions include the addition of streetlights to improve nighttime visibility and adding a “No Pedestrians” sign to discourage pedestrian access along this stretch of highway.

In addition to this fatality accident, eight other non-serious injury accidents have occurred at this location.



LEGEND	
	EDGE OF TRAVEL WAY
	EXISTING PAINT MARKING
	EXISTING SIDEWALK
	EXISTING STREET LIGHT
	EXISTING PED LIGHT
	NEW IMPROVEMENTS



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FATALITY 2016



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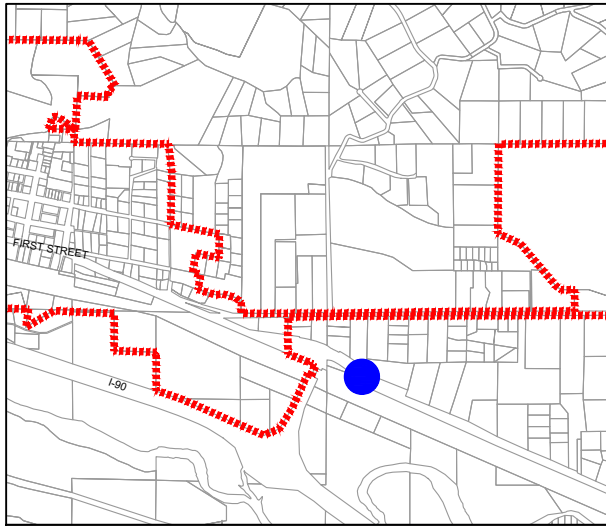


2015 Serious Injury: Project ID: 15.SI.1







In August of 2015, a serious injury incident occurred at the junction of State Route 903 and State Route 970, which also connects with westbound 85 off Interstate 90. The accident occurred on an eastbound section of the exit that is a one-lane principal arterial section of State Route 970. The annual average daily traffic volume is 1,700 vehicles. The existing conditions force traffic from State Route 970 to merge with State Route 903 through a yield sign.

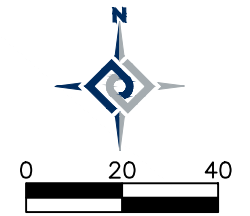
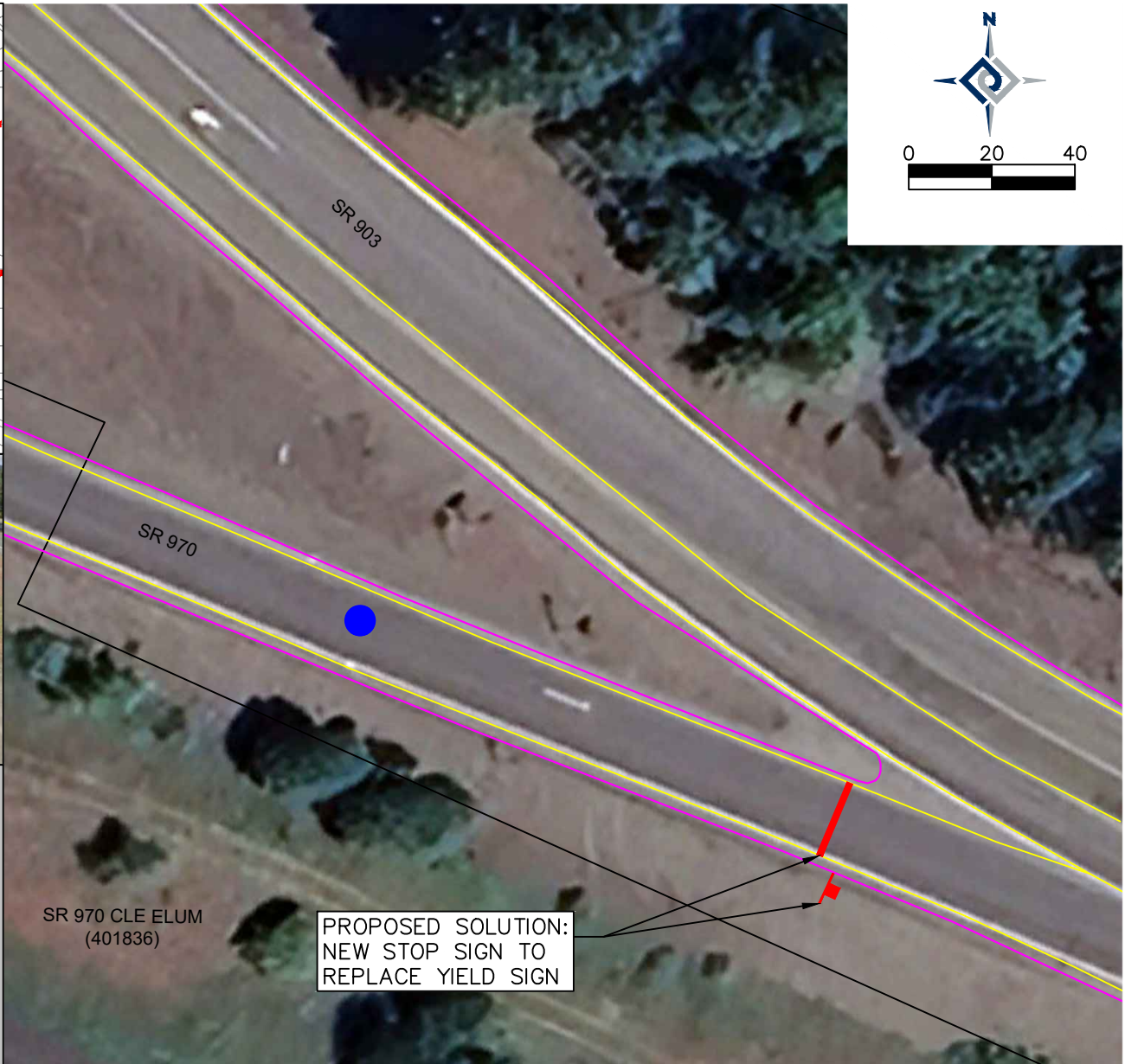
This serious injury occurred in the morning. A heavy truck rear ended a pickup, and the heavy truck overturned. Distracted driving was determined to be a contributing factor. Proposed traffic mitigation measures at this location include a full stop instead of a yield in order to decrease the chances of confusion leading to collisions at this intersection.

In addition to this serious injury accident, two other non-serious injury accidents have occurred at this location.



LEGEND

-  EDGE OF TRAVEL WAY
-  EXISTING PAINT MARKING
-  EXISTING SIDEWALK
-  EXISTING STREET LIGHT
-  EXISTING PED LIGHT
-  NEW IMPROVEMENTS



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 SERIOUS INJURY 2015



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 TRAFFIC SAFETY MITIGATION MEASURE
 SAFETY ACTION PLAN



Engagement and Collaboration



SS4A Guidance:

Robust engagement with the public and relevant stakeholders including the private sector and community groups,

allows for both community representation and feedback. Information received from engagement and collaboration is analyzed and incorporated into the Action Plan. Overlapping jurisdictions are included in the process. Plans and processes are coordinated and aligned with other governmental plans and planning processes to the extent practicable.

Public Survey

The City of Cle Elum conducted a survey between March and April 2025. The survey was primarily online, with optional paper copies available at City Hall and the Senior Center. The survey yielded 86 responses, all of which were completed online. The survey was designed to gauge people’s attitudes towards roadway safety issues. The responses overwhelmingly favored roadway designs and infrastructure that enhanced public safety.

The last question in the survey was a free-form response to “Do you have any additional traffic safety comments or concerns?” There were 42 responses to this question – of the 42 responses, there were 64 topics discussed which were summarized into 7 categories including:

- Wildfire
- Unsafe Driving
- Roadway Improvement
- Pedestrian Improvement
- Law Enforcement
- Equity/Information
- Bicyclists

The full survey responses are included in Appendix A.



City of Cle Elum – Safe Streets and Roads for All Survey

Thank you for your interest in safer streets and roads in the City of Cle Elum! This survey was developed to help inform our current project to develop a Safety Action Plan and ADA Self Evaluation/Program Access Plan. Your input is very much appreciated.

Take the survey here - <https://www.surveymonkey.com/r/P27X7Q6>



Paper versions of the survey can also be obtained at City Hall – 119 W First Street

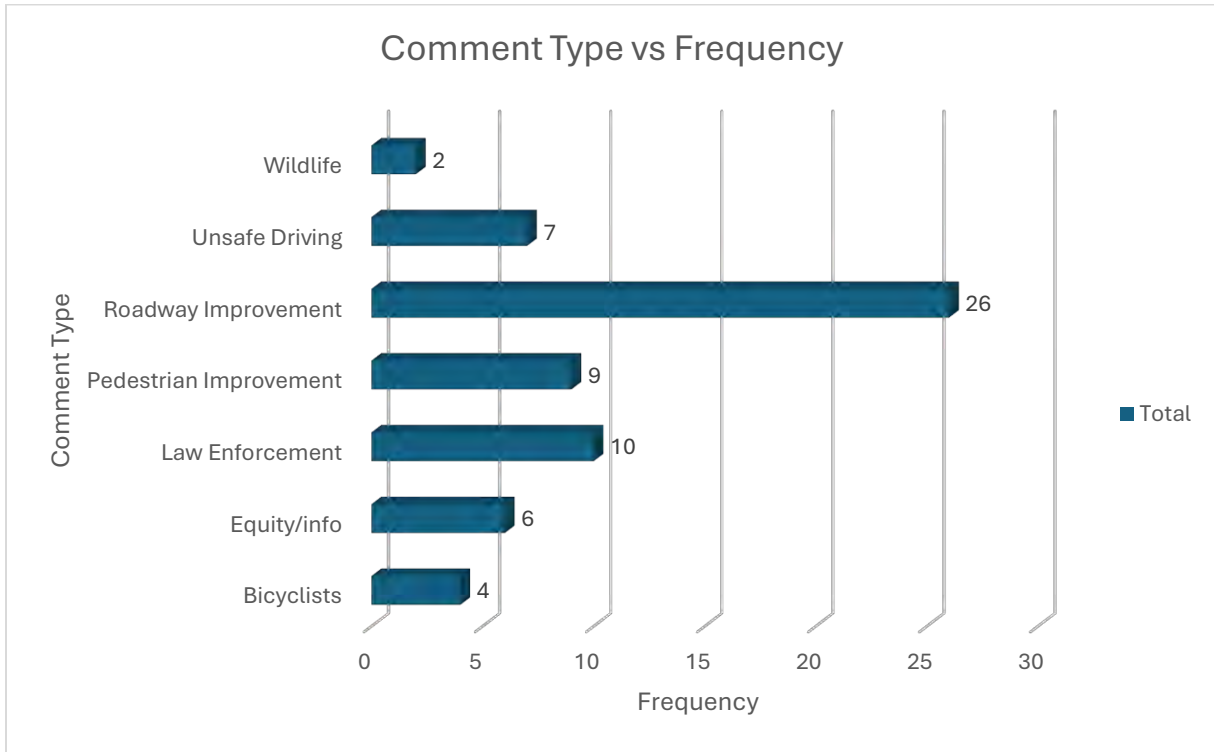
The survey will be live until April 4, 2025

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.

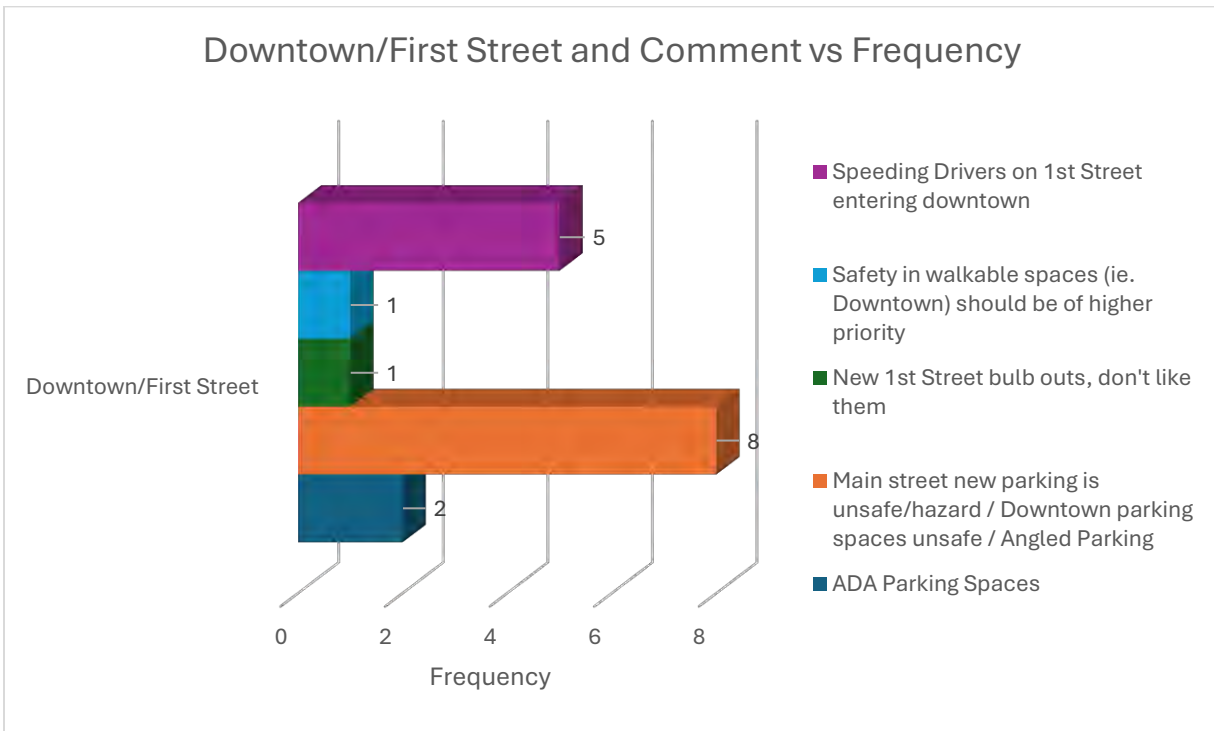
Learn more about the project at <https://cleelum.gov/city-services/planning/safety-plan/>

If you would like to learn more or become part of the advisory team, you can send an email with the subject line “Transportation Task Force” to planning@cleelum.gov Please include in the email your area of interest and contact information.





In responses, several locations were mentioned, but Downtown/First Street included the most. Recent updates to on-street parking and rate of speed were the most common concerns.





Public Open House

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 comments.

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.





Equity Analysis



SS4A Guidance:

Plan development using inclusive representative processes. Underserved communities are identified through data and other analyses in collaboration with appropriate partners. Analysis includes both population characteristics and initial equity impact assessments of the proposed projects and strategies.

Environmental Justice (EJ) refers to the fair and equitable treatment of all individuals, regardless of their income, race, color, national origin, tribal affiliation, or disability. EJ requires the meaningful inclusion of all groups in decisions related to planning that impacts human health and the environment. Low-income and minority groups whose communities have historically been disadvantaged due to underinvestment are included in EJ populations. Active participation from EJ populations can help prevent negative consequences from planning efforts and implementing projects, promoting more just decisions and outcomes.

The City of Cle Elum is in central Washington in Kittitas County. Situated about 25 miles northwest of Ellensburg and 83 miles east of the Seattle area, Cle Elum is a popular destination for camping and outdoor activities.

Demographics

The City of Cle Elum has a population of 2,157 people, 7% of whom are Hispanic or Latino. The city has 1,116 households and an average household size of 2.76 persons. English is the primary language spoken at home at 93.6%, 5.6% of homes speak Spanish.

The median age in Cle Elum is 48.6. 16.1% of the population is under 18 years old and 20.9% of the population is over the age of 65.



The median household income in Cle Elum is \$56,912 which is below both Kittitas County (\$69,928) and WA State (\$99,389). Approximately 16.7% of Cle Elum residents have a bachelor's degree or higher.

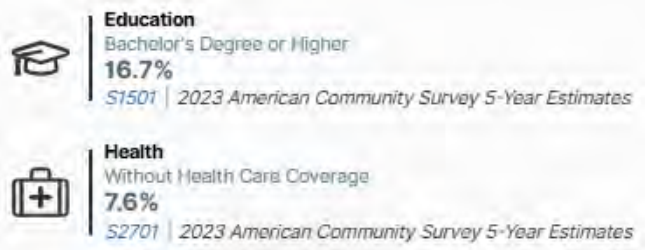
The city has a 57.7% employment rate, with the top 3 sectors being Arts, entertainment, recreation, accommodation, and food services (17.8%), Construction (17.6%), and Professional, scientific, management, and administrative and waste management services (11.5%).





About 59.7% of homes are owned in the city limits. The median gross rent for rental housing is \$1,075 per month.

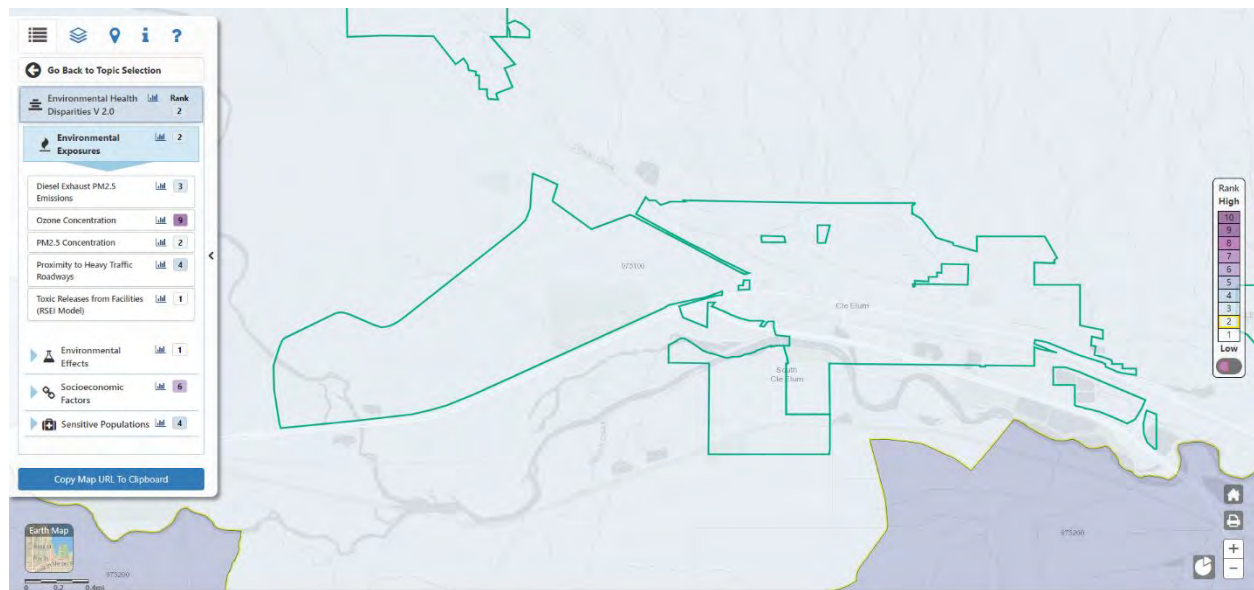
[Cle Elum city, Washington - Census Bureau Profile](#)



WA State Department of Health

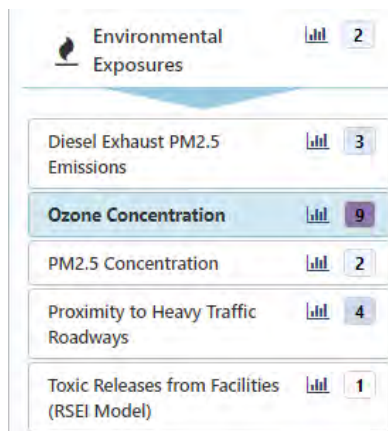
The Washington State Department of Health developed a mapping tool for health disparities that displays location-based information to help identify health disparities in a community. The mapping tool includes a variety of datasets showing information on health outcomes, social determinants of health, and economic determinants of health. The City of Cle Elum lies within Census Tract 530379-75100.

[Information by Location | Washington Tracking Network \(WTN\)](#)



Environmental Health Disparities

Overall, the City of Cle Elum ranks 2/10 for Environmental Health Disparities.



Environmental Exposures

For overall Environmental Exposures, the City of Cle Elum ranks 2/10. However, the city ranks 9/10 for Ozone Concentration.

Ozone Concentration: Ozone is a highly reactive gas consisting of three oxygen atoms. Sources include motor vehicles, biogenic sources, solvent use, residential wood combustion, gasoline pumps, and industrial sources. Exposure to ozone pollution can result in adverse health outcomes including increased risk of mortality. Health risks include higher rates of asthma, increased daily deaths, and increased cardiovascular and respiratory mortality.

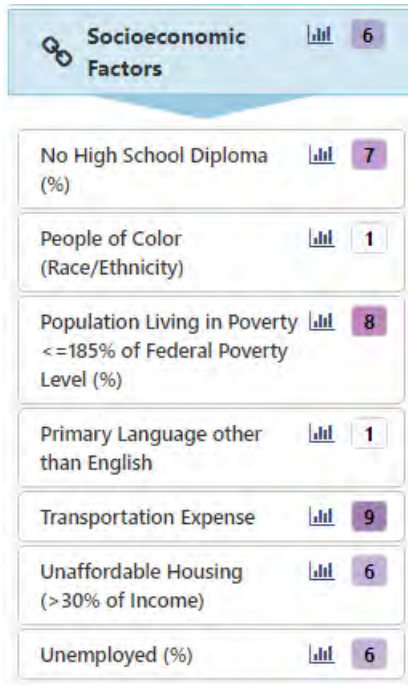
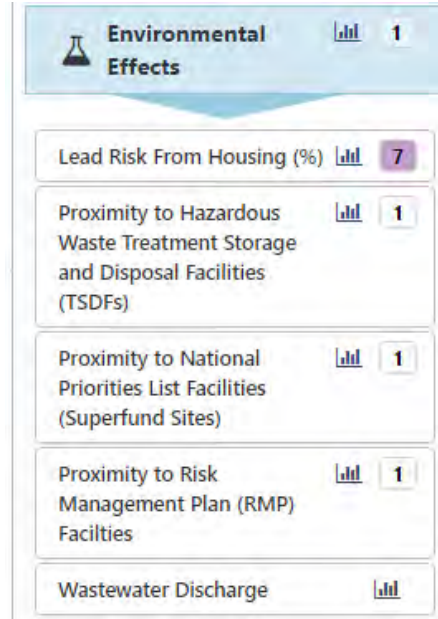




Environmental Effects

The City of Cle Elum ranks 1/10 for Environmental Effects. However, the city ranks 7/10 for Lead Risk from Housing.

Lead Risk From Housing: Lead poisoning is a serious but preventable public health issue. Lead is a naturally occurring toxic heavy metal. Much of the lead found in human environments is due to the use of lead in products such as gasoline and house paint. There are no known safe levels of lead exposure, and even small amounts can lead to significant health implications. Exposure can lead to chronic health conditions, neurological defects, and nervous system damage. Those that live in low socioeconomic housing or in poverty are more likely to live in older homes and be exposed to lead poisoning.



Socioeconomic Factors

The City of Cle Elum ranks 6/10 for Socioeconomic Factors, including: No High School Diploma (7/10), Population Living in Poverty (8/10), and Transportation Expense (9/10), Unaffordable Housing (6/10) and Unemployed (6/10).

No High School Diploma: Educational attainment is a very important social determinant of health as it provides insight into individual and community health and well-being for various health outcomes. Those who have a high school diploma or higher have less risk of mortality caused by particulate matter pollution. Communities with lower educational attainment are more susceptible to developing asthma and other air pollution-related cardiopulmonary health outcomes.





Population Living in Poverty: Poverty is a primary social determinant of health and is strongly associated with exposure to environmental pollutants. Low-income communities are significantly impacted by their socioeconomic status. Economic status shapes one's nutrition, occupation, housing, access to healthcare resources, and more. Due to increased psychosocial stress and decreased resilience, individuals experiencing poverty bear poor mental and physical health. Furthermore, many do not have the resources or access to healthcare services or delay healthcare due to financial insecurity. Thus, underlying pre-existing health conditions in low-income communities may be exacerbated by exposure to environmental pollutants. Individuals in low socioeconomic status face higher concentrations of air pollutants, making them more susceptible to chronic respiratory health outcomes such as asthma. In addition, those experiencing poverty may not have access to safe or healthy living conditions, leading to additional vulnerability to infectious diseases and exposure to environmental hazards.

Transportation Expense: Transportation affordability captures many of the socioeconomic conditions that affect social health and well-being. As a social determinant of health, this indicator may influence the effect of exposure to environmental pollution. Those that experience a transportation burden may be at greater risk of living in areas of environmental degradation and increased levels of air pollution. Individuals living in areas of heavy traffic and limited transportation options may be exposed to a greater extent of air pollution and experience vulnerability to respiratory health outcomes and increased mortality. Additionally, those that experience transportation burdens may delay medical care and services and suffer more long-term impacts due to financial insecurity or distance to resources. Low-income and financially vulnerable individuals may also experience greater periods of instability, resulting in increased vulnerability to chronic and acute health conditions. Such health effects include stress and depression.

Unaffordable Housing: The housing burden captures many of the socioeconomic conditions that affect social health and well-being. As a social determinant of health, this indicator may influence the effect of exposure to environmental pollution. Those that live with a housing burden may be at a greater risk of living in areas of environmental degradation and increased levels of air pollution. Individuals experiencing a housing burden are at greater risk of exposure to air pollution and higher mortality. Those that experience a housing burden may delay medical care services and suffer more long-term impacts due to financial insecurity. Low-income and financially vulnerable households may also experience greater periods of residential instability, and increased vulnerability to chronic and acute health conditions. Such health effects include stress and depression.

Unemployed: Unemployment is a major factor when considering individual health and well-being. Unemployment can significantly impact mental and physical health as financial and emotional stress increases. This stress may lead to an increased susceptibility to environmental pollutants. With unemployment, individuals may experience the burden of financial strain, resulting in reduced access to healthcare resources, insurance, and nutritious food, leading to an increased risk of poor health outcomes related to environmental pollutants. When experiencing unemployment, individuals experience high levels of biological stress and long-term unemployment may lead to increased morbidity and mortality. Unemployment may lead individuals to seek housing in lower-income areas, which are often associated with higher levels of air pollution and environmental decline. In addition, in communities with high rates of unemployment, the increased cardiovascular disease persists.

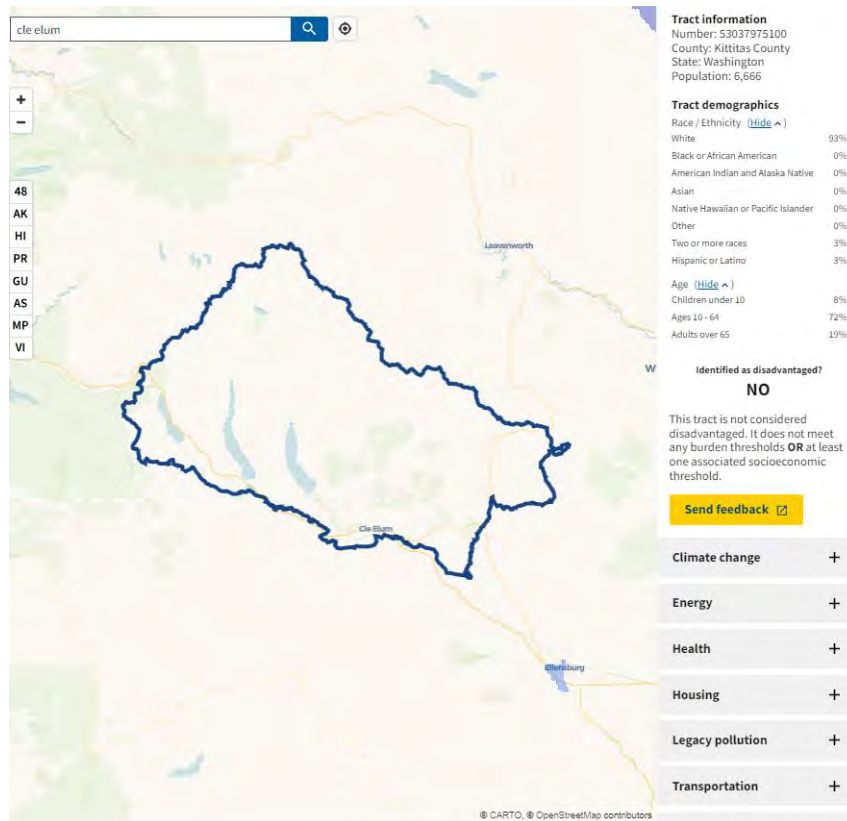


Sensitive Populations

The City of Cle Elum ranks 4/10 for Sensitive Populations. This health disparity metric looks at Low Birth Weight (7/10).



Low Birth Weight: Outcomes such as Low birth weight (LBW) is a globally recognized marker for population health due to existing disparities because certain demographics put infants at risk of LBW. For example, Black or Hispanic women have a higher risk of giving birth to a LBW baby, or older women have higher risk of delivering a LBW baby. Additional risk factors associated with LBW include nutritional status, lack of prenatal care, stress, and maternal smoking. There is evidence that environmental stressors not only impact LBW infants throughout their lifetime but also put infants at risk for LBW before birth.



Climate and Economic Justice Screening Tool

The White House Council on Environmental Quality developed a Climate and Economic Justice Screening Tool that examines overburdened and underserved areas at the census tract level. Cle Elum is located in Census Tract 530379-75100, which is not identified as disadvantaged.





Equity Summary

Based on the Demographics, the Department of Health Information by Location Tool, and the White House Council on Environmental Quality Climate and Economic Justice Screening Tool the City of Cle Elum has developed the following Outreach Goals and Outcomes:

Outreach Goal 1:

Engage the community at-large so that all residents can voice their opinion and contribute to the City of Cle Elum Safety Action Plan.

Outcome 1.1:

Receive a wide variety of comments and opinions from the community.

Outcome 1.2:

Identify alternative methods of outreach and communication, which may change throughout the project timeline, to reach the highest number of residents and interested stakeholders.

Outreach Goal 2:

Through equitable public engagement, identify segments of the community who may be more affected by programmatic or infrastructure changes.

Outcome 2.1:

Ensure that any barriers to achieving meaningful outreach to certain segments of the community such as language, internet access, time-of-day (for public meetings), or others are remedied through appropriate accommodations.

Outcome 2.2:

If necessary, based on community requests, provide both an in-person and electronic option for public meetings.



Policy and Progress Changes



SS4A Guidance

Assessment of current policies, plans, guidelines, and/or standards (e.g., manuals) to identify opportunities to improve how processes prioritize transportation safety. The Action Plan discusses implementation through the adoption of revised or new policies, guidelines, and/or standards, as appropriate.

Comprehensive Plan

Cle Elum adopted its current Comprehensive Plan on June 25, 2019, which included updates in December 2019 and November 2021. The Transportation Element includes the following safety-related goals and policies:

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-1: Land use plans and regulations should be used to guide development of the Transportation Element for the City.

Policy T-4: Adequate transportation facilities and services should be in place at the time of occupancy of a development.

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 system.

Policy T-9: Each street in the City of Cle Elum should be assigned a functional classification based on factors including traffic volumes, type of service provided, land use, and preservation of neighborhoods.

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.

Policy T-14: Residential flow on, and accessibility to, arterial streets from unincorporated areas of the county and highways outside of the region, should be controlled and managed in cooperation with Kittitas County and the Washington State Department of Transportation (WSDOT).

Policy T-15: Provide a balance between protecting neighborhoods from increased through traffic while maintaining access to neighborhoods.

Policy T-16: Proactively work with WSDOT, Kittitas County, and neighboring jurisdictions to provide capacity on regional transportation systems and reduce non-essential traffic on local streets.

Policy T-17: Develop strategies to reduce adverse traffic impacts on local areas. Areas of the City that require this type of planning should be identified and addressed through the sub-area planning process, neighborhood plans, or traffic mitigation programs that are implemented through development review.



Goal T-3: Evaluate existing and future land use for its impacts to the circulation system; ensure that a consistent level of service is provided to the public; and any improvements that may be required, are concurrent to the development.

Policy T-24: At a minimum, the developer or landowner’s proposal shall include provisions for sidewalks, lighting, landscaping, access, off-street parking, stormwater control, and road and signage improvements.

Goal T-4: Promote the development and enhancements 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-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-33: Foot/bicycle separation should be provided wherever 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-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-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.

Goal T-9: Minimize the impact of truck traffic on general traffic circulation and on Cle Elum neighborhoods.

Policy T-53: Heavy through truck traffic should be limited to designated truck routes in order to reduce excessive contributions to noise, parking issues, congestion, and to minimize wear on pavement surfaces not constructed to accommodate truck traffic.



Recommendation: *The City of Cle Elum is currently updating its Comprehensive Plan Transportation Element (project due date December, 2026). The revised Transportation Element should include at least one Traffic-Safety specific goal and implementing policy acknowledging the City's commitment to zero traffic fatalities and serious injuries.*

Construction Standards

The City of Cle Elum's [Construction Standards](#) for the private construction of public facilities was last updated in 2024. This document includes several safety-related standards and objectives, primarily related to the safety components and requirements during construction. Chapter 7 of the Construction Standards includes general requirements for street improvements and traffic studies. Depending on the scope of future developments, the Public Works Director or City Engineer may require a traffic study to be completed by the developer at the developer's expense. Minimum requirements of the traffic study include:

- Description of development (location, current and proposed land use and zoning) AM, PM, and Daily trip generation
- Site plan review
 - Access locations
 - Bike/ped/vehicle circulation
 - Parking evaluation

Optional elements that can be requested by the City include:

- Inventory of existing transportation network
 - Pedestrian, bicyclist, and vehicular
- Trip distribution
- Surrounding area land uses and zoning
- Existing conditions (traffic counts collected within previous 12 months)
- No Build Conditions
 - Using background growth and background project trips
- Build Conditions
- Mitigation Conditions (if necessary)
 - Offsite, such as proportionate share of infrastructure improvements
 - On-site, such as traffic management plan (TMP) or parking management plan (PMP)
- Safety analysis
 - Crash data for all study intersections from last 5 years
 - Discussion on crash trends, if any
 - Recommendations for safety improvements, if any



Recommendation: *The City of Cle Elum should consider making the optional safety analysis a requirement for all Traffic Studies. At a minimum, the decision to require a safety analysis as part of a Traffic Study should come after review of recent crash data in the vicinity of all new projects – If a fatal or serious injury crash occurred within the last 5 years, the safety analysis should be required.*

Snow Removal Priority Guidelines

The City of Cle Elum is located in the heart of the Cascade Range and therefore is prone to several inclement weather and winter storm events each year. As such, the potential for fatal or serious injuries during winter months can be compounded by weather conditions. The goal of the City's Snow Removal Priority Guidelines is to efficiently cost-effectively provide a safe and accessible transportation system during inclement weather and winter storm events. The policy includes the following general considerations, conditions, and standards:

- The snow removal performance standard is to complete the initial snow removal operation and have snow removed to a level for "safe" vehicle passage, curb to curb or edge of pavement to edge of pavement within 24 hours after the end of the snow event. The City snow removal standard is not to remove all ice and snow from the surface of the pavement or a "black asphalt" policy.
- Snow removal routes are based on a city established priority system.
- Emergencies and safety are the immediate priorities.
- Street snow removal to begin at an accumulation of 6 inches or more as determined by the Public Works Director of designee.
- Removal of the accumulation of "snow berm" or "snow wrinkle" created by the City snowplow operations at private driveway entrances is the responsibility of the individual homeowner or property owners.
- Sidewalks and Safe Route snow removal to begin at accumulations of 2 inches or more as determined by the PW Director or designee.
- Safe Route to School priority is reduced when school is not in session.
- CEMC Title 12 requires homeowners and businesses to remove snow from the walks directly adjacent to their property in a timely manner.
- It shall be the policy of the City to consider cost, environmental impact of salt usage, as well as safety of the motoring public when establishing application rates and location for application.
- City plow operators make every effort to avoid damage to areas adjoining the street. City residents and businesses should keep landscaping, garbage containers, recycling containers, etc. from obstructing right-of-way.
- If a city plow or truck damages a fence or other item through direct contact or due to the force of the snow rolling off the plow that is placed within the city right-of-way or within an easement, the fence or other item(s) will be repaired or replaced at the property owner's expense.



The policy includes the following Priorities:

Priority 1 – Emergency & Street Collector Routes

- Priority 1 snow removal tasks are assigned during a major snow event to ensure major transportation routes are passable to allow emergency vehicles access within 2 blocks of residences and businesses.
- Routes included:

Cottage Ave Hill	Stafford Hill	Reed Street
Montgomery Ave Hill	Shober Way	Fire Department
Peoh Ave Hill	Denny Ave Hill	Police Department
Oakes Ave Hill	Pine Street	

Priority 2 – All City Streets/Safe Route to School Walks (progress Path)/Other

- City Streets and Alleys
- Safe Route to School Walks (when in session) to include:
 - Progress Path
- Others to include:
 - City Hall Walks
 - Library Walks
 - Park Walks and sidewalks

Priority 3 – As Needed and as Time Allows

- Snow piles (accumulation of plowed snow along curb lines and road edges). Removal to be done at a time designated by the Public Works Director or designee.
- Wrinkle and General Clean-up of Residential & Business Streets (Done on a “worst case” non-preferential basis) to prevent flooding during thaw.

Recommendation: *Annually review and analyze any winter or inclement weather-related crashes and update the snow removal policy if warranted.*



Strategy and Project Selections



SS4A Guidance

Identification of a comprehensive set of projects and strategies--shaped by data, the best available evidence and noteworthy practices, and stakeholder input and equity considerations—that will address the safety problems described in the Action Plan. These strategies and countermeasures focus on a safe System Approach and effective interventions and consider multidisciplinary activities. To the extent practicable, data limitations are identified and mitigated.

Evaluation Criteria and Project Scoring

Once identified, the projects and strategies are prioritized in a list that provides time ranges for when the strategies and countermeasures will be deployed (e.g., short-, mid-, and long-term timeframes). The list should include specific projects and strategies, or descriptions of programs of projects and strategies, and explain prioritization criteria used. The list should contain interventions focused on infrastructure, behavior, and/or operational safety.

The crash locations identified in the Data Collection section above are summarized and initially ranked by descending year and severity.

TABLE 1 IDENTIFIED CRASHES BY YEAR AND SEVERITY	
Rank	Project
	Fatal Injury (2016)
1	Exit 85 Lighting and Signage
	Serious Injury (2015-2023)
2	Railroad Ave Road Safety Improvements – Rumble Strips and Fog Lines
3	Exit 85 Road Safety Improvements – Rumble Strips
4	SR 903/Denny Ave Speed Camera and Guardrail
5	W First St and Stafford Roundabout
6	Bullfrog Road Signage and Striping
7	Exit 85 Reduced Speed
8	SR 970 Signage

The countermeasures identified for each project also include an engineer’s estimate. To determine relative cost and complexity of projects, the following matrix was developed, which also includes estimated timing for implementation:

TABLE 2 PROJECT FUNDING AND TIMING			
	Low Cost (\$) (< \$149,999)	Mid Cost (\$\$) (\$150,000 - \$749,999)	High Cost (\$\$\$) (> \$750,000)
Short-Term (1–5 Years)	\$		
Mid-Term (6-15 Years)		\$\$	
Long-Term (> 16 Years)			\$\$\$





The data and exhibits identified in the data collection section were reviewed by the task force to determine project ranking and scoring. The evaluation criteria the city will use for scoring projects is as follows:

- Is the proposed countermeasure or improvement completely contained inside the city limits or the Urban Growth Area? If yes, continue screening.
 - If no, is the proposed countermeasure or improvement part of a connection to a Kittitas County of WSDOT roadway which is actively and properly coordinated with all partners? If yes, specify the portion the city will include in its plan and continue screening.
 - If no, then do not proceed without Council authorization
- Is the countermeasure or improvement with the City's Comprehensive Plan Transportation Element and Capital Facilities Plan goals and policies? If yes, list specific goals and policies.
 - If not, is there a compelling reason for amending the improvement or project into the appropriate plan(s) ahead of the next customary update? If yes, schedule amendments or addendums as necessary.
 - If no, has the need or improvement been evaluated by City staff and the Council and deemed a higher priority than the projects on the existing list? If yes, state the purpose of the higher priority.
 - If no, then do not proceed without Council authorization
- Does the City budget allow for inclusion of the countermeasure or improvement in addition to the projects already identified on related prioritized lists, or does the city reasonably anticipate grant or other funding to complement the funding allowable in the city budget? If yes, list the sources of funding that are anticipated for the inclusion of these countermeasures or improvement, and the year complete funding may be available.
 - If not, will the priority of this project supersede any of the existing needs or improvements on the priority lists in the City's related plans? If yes, schedule amendments or addendums as necessary.
 - If not, then include the countermeasure or improvement for consideration during a future update.



- Can ongoing maintenance of the proposed countermeasures or improvement be identified as sustainable in the City’s budget? If yes, show the anticipated maintenance schedule and estimate of ongoing maintenance, and if known, the anticipated year or eventual replacement consideration.
 - If not, has the public shown positive support of a user’s fee to satisfy ongoing maintenance? If yes, show the supportive action.
 - If not, the countermeasure or improvement can be shown as an unfunded, planned project, without a year of anticipated construction or purchase.

TABLE 3 FATALITY CRASHES			
Project ID	Location	Crash Type	Contributing Factors
16.F.1	SR 970 Off-Ramp	Pedestrian was outside of his vehicle when he was struck by a vehicle and killed.	Nighttime, narrow shoulders, no lighting. The accident occurred on a section of the exit that is a two-lane undivided principle arterial with narrow shoulders and complicated geometry. Eight non-serious injury accidents in the past 10 years.



TABLE 4 CRASH TYPES AND LOCATIONS			
Project ID	Location	Crash Type	Contributing Factors
23.SI.1	South Cle Elum Way – Railroad Street to Reed Street	Single vehicle departed the roadway and struck a tree or stump.	Two-lane, undivided major collector with limited shoulders. No delineation between roadway and shoulder. Three non-serious injury accidents in the past 10 years.
22.SI.1	Exit 85 to SR 903	Single vehicle left his lane and struck the guardrail and signage behind the guardrail.	Early morning while still dark. Drug impaired driver. Two-lane, undivided major collector. Three non-serious injury accidents in the past 10 years.
19.SI.1	SR 903 – Ranger Station Road to City Limits	Vehicle spun-out and struck a second vehicle.	Nighttime in Winter. Speed was a factor. Two-lane undivided major collector with an annual average daily traffic volume of 6,000 vehicles. Near a school zone. Ten non-serious injury accidents in the past 10 years.
19.SI.2	W First Street and Stafford Street Intersection	Two-vehicle collision in the intersection.	Morning collision. Alcohol-related. Intersection of two major collector street with high traffic volumes. Thirteen non-serious injury accidents in the past 10 years.
17.SI.1	Bullfrog Road (near parcel 18707)	Heavy truck and motor vehicle collision.	Two-lane undivided major collector with an annual average daily traffic volume of 5,500 vehicles. Afternoon collision where one of the vehicles crossed the centerline and struck the other vehicle. One non-serious injury accident in the past 10 years.
17.SI.2	Exit 85 off ramp	Single motorcycle left the roadway and struck the guardrail.	One-lane offramp that connects an interstate with a principal arterial. Tight curves can be difficult to navigate. Speed was a factor. Eight other non-serious injury accidents in the past 10 years.
15.SI.0	SR 970 off ramp	Heavy truck rear-ended a pickup and the heavy truck overturned.	Distracted driver, morning, eastbound section of the exit that is a one-lane principal arterial section of SR 970. Two non-serious injury accidents in the past 10 years.



In order to rank project countermeasures based on the above identified crashes, the following point schedule will be used.

TABLE 5 PROJECT SCORING CRITERIA	
Points	Severity
50	Fatal
30	Serious Injury
Points	Intersection or Roadway Relation
30	At Intersection and Intersection-Related
20	Not at Intersection, but Intersection-Related
15	At Intersection, but Not Intersection-Related
10	Along Roadway - Not at Intersection and Not Intersection-Related
Points	Existing Intersection/Roadway Control
20	Unimproved (no intersection signage or roadway controls)
10	Stop sign controlled (two-way)
5	All-way stop sign controlled
5	Improved intersection or roadway controls
5	Roundabout
Points	Type of Crash
35	Pedestrian or Bicycle
35	Collision – intersection
30	Collision – opposite direction
30	Vehicle exit the road
20	Collision – same direction
Points	Problematic Corridor
40	>6 crashes in 10 years
20	4-6 crashes in 10 years
10	<4 crashes in 10 years



TABLE 6 PROJECT SCORING BY YEAR

Project ID	Location	Severity	Intersection Related	Existing Intersection Control	Type of Crash	Problematic Corridor	Total Raw Score	Ranking
16.F.1	SR 970 Off-Ramp	50	10	20	35	40	155	1
23.SI.1	South Cle Elum Way – Railroad Street to Reed Street	30	10	20	30	10	100	5
22.SI.1	Exit 85 to SR 903	30	10	20	30	10	100	5
19.SI.1	SR 903 – Ranger Station Road to City Limits	30	10	20	20	40	120	3
19.SI.2	W First Street and Stafford Street Intersection	30	10	5	35	40	120	3
17.SI.1	Bullfrog Road (near parcel 18707)	30	10	20	30	10	100	5
17.SI.2	Exit 85 off ramp	30	10	20	30	40	130	2
15.SI.1	SR 970 off ramp	30	10	20	20	10	90	8





TABLE 7 CLE ELUM'S CITY ACTION PLAN RANKED PROJECTS							
Priority	Project ID	Spot Location or Systemic Location	Description of Project or Countermeasures	Could be Implemented as an Element of Existing Planned Improvements?	Safe System Considerations	Low, Mid, or High Cost	Short, Mid, or Long Term
1	16.F.1	SR 970 Off-Ramp	Additional lighting and electrical, new "No Pedestrians" signage. This project is within WSDOT right-of-way.	This project would need to be coordinated and implemented by WSDOT	Safer Roads Safer Road Users	\$	Mid
2	17.SI.2	Exit 85 off ramp	New reduced speed limit and corner ahead signage.	This project would need to be coordinated and implemented by WSDOT	Safer Roads Safer Speeds	\$	Mid
3	19.SI.1	SR 903 – Ranger Station Road to City Limits	This project proposes multiple countermeasures: 1) Reduce speed limit from 45mph to 35mph; 2) New speed camera at Denny Ave; and 3) New guardrail from Ranger Station Road to City Limits.	The speed camera is funded in 2026 on the TIP. Additional project components would need to be added as a new project or as a supplement to an existing project	Safer Roads Safer Speeds	\$\$\$	Short to Mid
4	19.SI.2	W First Street and Stafford Street Intersection	New single-lane roundabout, three new street lights, storm drainage.	Would need to be included in the TIP	Safer Roads Safer Speeds Safer Road Users Safer Land Use	\$\$\$	Mid to Long
5	23.SI.1	South Cle Elum Way – Railroad Street to Reed Street	New rumble strips on each shoulder.	Could be amended into the 2026 CN TIP project.	Safer Roads Safer Land Use	\$	Short
6	22.SI.1	Exit 85 to SR 903	New rumble strips and fog-line painting.	This project would need to be coordinated and implemented by WSDOT	Safer Roads Safer Land Use	\$	Mid
7	17.SI.1	Bullfrog Road (near parcel 18707)	New double-yellow centerline from SR 903 to first bend in Bullfrog Road; New speed limit signage at Tumble Creek Drive and SR903.	Would need to be coordinated with Kittitas County	Safer Roads Safer Speeds Safer Land Use	\$	Mid
8	15.SI.1	SR 970 off ramp	Replace Yield sign with Stop sign.	This project would need to be coordinated and implemented by WSDOT	Safer Roads	\$	Mid





Progress and Transparency



SS4A Guidance

Method to measure progress over time after an Action Plan is developed or updated, including outcome data. A means to ensure ongoing transparency is established with residents and other relevant stakeholders. The approach must include, at a minimum, annual public and accessible reporting on progress toward reducing roadway fatalities and serious injuries and public posting the Action Plan online.

TABLE 8 PERFORMANCE TRACKING		
Performance Measure	Tracking Frequency	Description
Number of Crashes	Annual	Number of all crashes by severity, travel mode, and road jurisdiction. This measure helps the city to better understand the effectiveness of safety countermeasures and where crashes are occurring.
Fatal and Serious Injury Crashes and Vehicle Miles Traveled	Annual	Number of fatal and serious injury crashes divided by the annual Vehicle Miles Traveled (VMT) for a rate of FSI crashes.
Top Contributing Factors in Fatal and Serious Injury Crashes	Annual	Track crash contributing factors such as speeding, impaired driving, or distracted driving to inform project priorities, investments, and program development.
Speed Data	Project Dependent	Conduct speed studies before and after implementing traffic calming measures and safety focused projects to determine the effectiveness of strategies.
Proven Safety Countermeasures	Annual	Track the number of Proven Safety Countermeasures implemented in different projects throughout the year.
Fatal and Serious Injury Crashes by Project	Project Dependent	Track crash records three years prior to a construction project and for three years after construction is completed to assess impacts on safety.
Bicycle/Pathway Network Mileage	Annual	Track the length of bicycle lanes and/or pathways that are added to the network and update the GIS database.
Sidewalk Network Mileage	Annual	Track the length of sidewalk network that is constructed or reconstructed and update the GIS database.

Evaluation

The Safety Action Plan progress reports are valuable resources for evaluating overall transportation safety goals in the City of Cle Elum. The data collection required for progress tracking will ensure that the City always has consistent and updated transportation-related data for future project prioritization, program development, and grant applications and can help expedite decision-making processes. The performance measures data recorded in the progress reports over time will also be resources for future Safety Action Plan updates.

SS4A Takeaways

Measures which calm traffic are beneficial to all road users with their potential to reduce the number of crashes and their severity. This is especially impactful for a population that relies on several modes of transportation outside of a vehicle, consistent with (WAC 365-196-430) to encourage multimodal functions in urban areas.





APPENDIX



Appendix

- A. Survey Results***
- B. Public Open House Information***



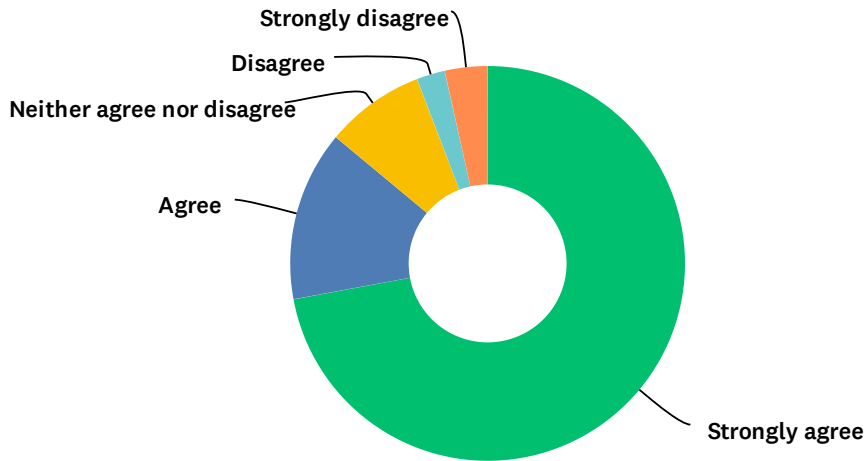


APPENDIX A

SURVEY RESULTS

Q1 I support the goal of eliminating traffic fatalities and serious injuries on roads and streets in Cle Elum

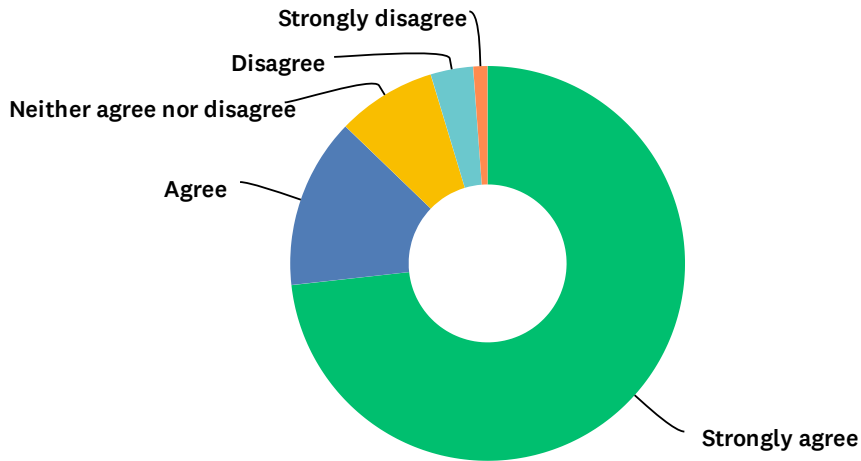
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ANSWER CHOICES	RESPONSES	
Strongly agree	72.09%	62
Agree	13.95%	12
Neither agree nor disagree	8.14%	7
Disagree	2.33%	2
Strongly disagree	3.49%	3
TOTAL		86

Q2 When making decisions about road or street design, safety should be a top priority

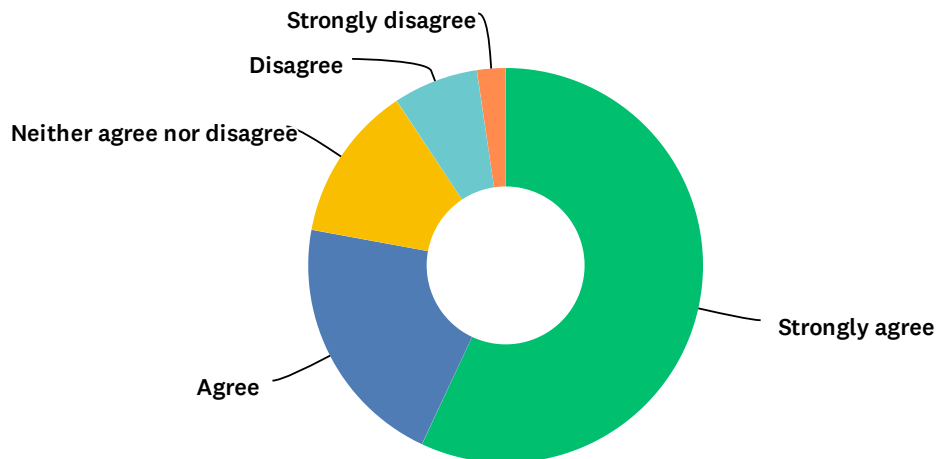
Answered: 86 Skipped: 0



ANSWER CHOICES	RESPONSES	
Strongly agree	73.26%	63
Agree	13.95%	12
Neither agree nor disagree	8.14%	7
Disagree	3.49%	3
Strongly disagree	1.16%	1
TOTAL		86

Q3 Intersection changes reducing the possibility of crashes should be prioritized over those reducing delay

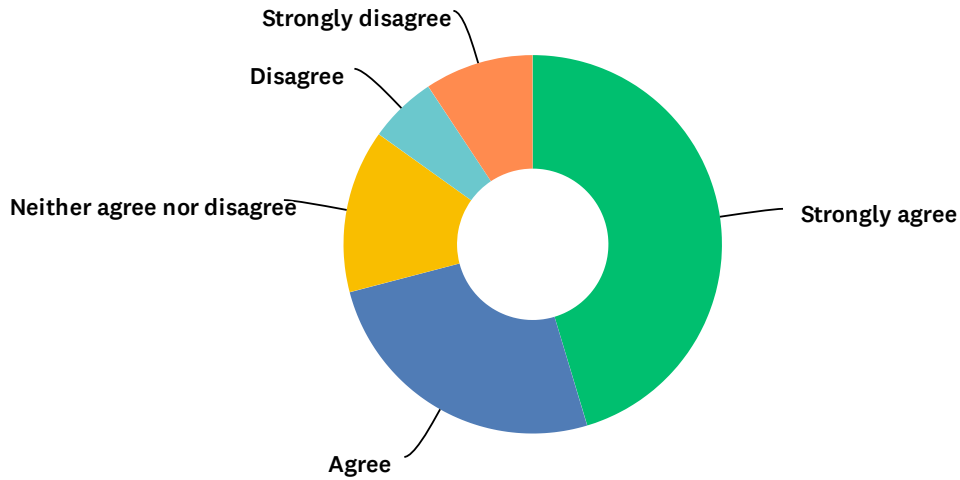
Answered: 86 Skipped: 0



ANSWER CHOICES	RESPONSES	
Strongly agree	56.98%	49
Agree	20.93%	18
Neither agree nor disagree	12.79%	11
Disagree	6.98%	6
Strongly disagree	2.33%	2
TOTAL		86

Q4 In the downtown, space to walk, bike and cross the street safely should be further prioritized

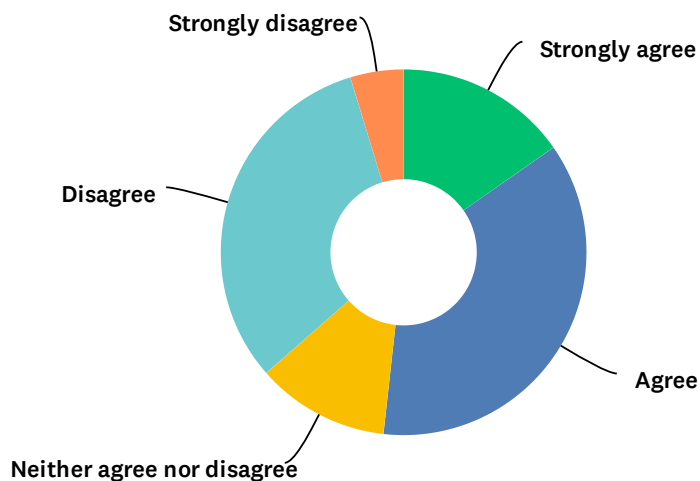
Answered: 86 Skipped: 0



ANSWER CHOICES	RESPONSES	
Strongly agree	45.35%	39
Agree	25.58%	22
Neither agree nor disagree	13.95%	12
Disagree	5.81%	5
Strongly disagree	9.30%	8
TOTAL		86

Q5 I feel safe walking along or crossing roadways in the downtown

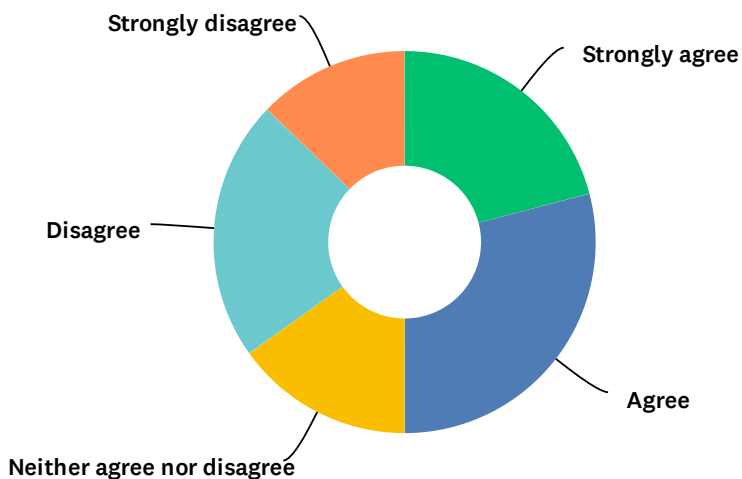
Answered: 85 Skipped: 1



ANSWER CHOICES	RESPONSES	
Strongly agree	15.29%	13
Agree	36.47%	31
Neither agree nor disagree	11.76%	10
Disagree	31.76%	27
Strongly disagree	4.71%	4
TOTAL		85

Q6 I feel safe walking along or crossing neighborhood streets

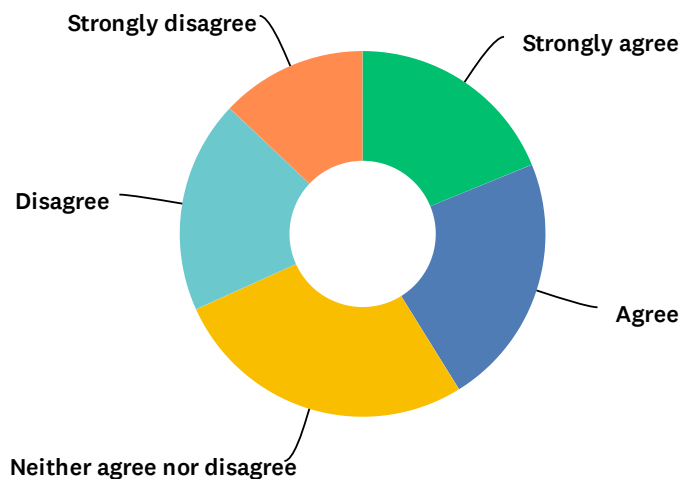
Answered: 86 Skipped: 0



ANSWER CHOICES	RESPONSES	
Strongly agree	20.93%	18
Agree	29.07%	25
Neither agree nor disagree	15.12%	13
Disagree	22.09%	19
Strongly disagree	12.79%	11
TOTAL		86

Q7 I feel safe walking along or crossing rural roadways

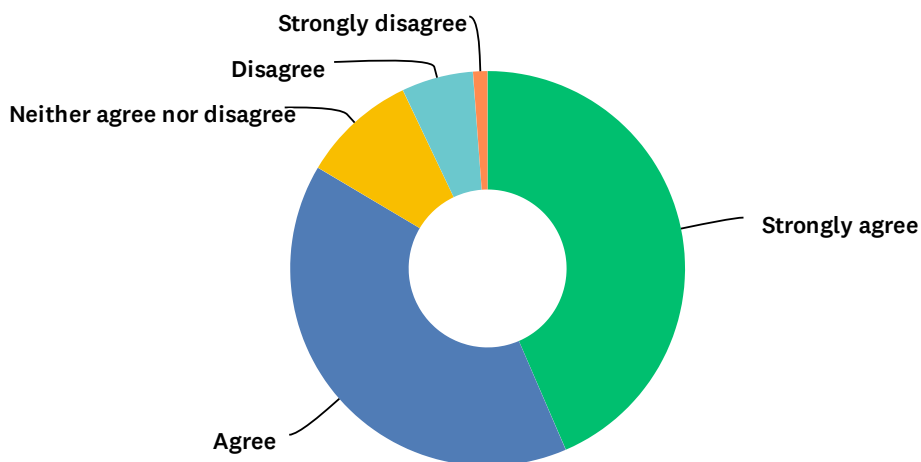
Answered: 85 Skipped: 1



ANSWER CHOICES	RESPONSES	
Strongly agree	18.82%	16
Agree	22.35%	19
Neither agree nor disagree	27.06%	23
Disagree	18.82%	16
Strongly disagree	12.94%	11
TOTAL		85

Q8 When I drive, I travel at or below the speed limit

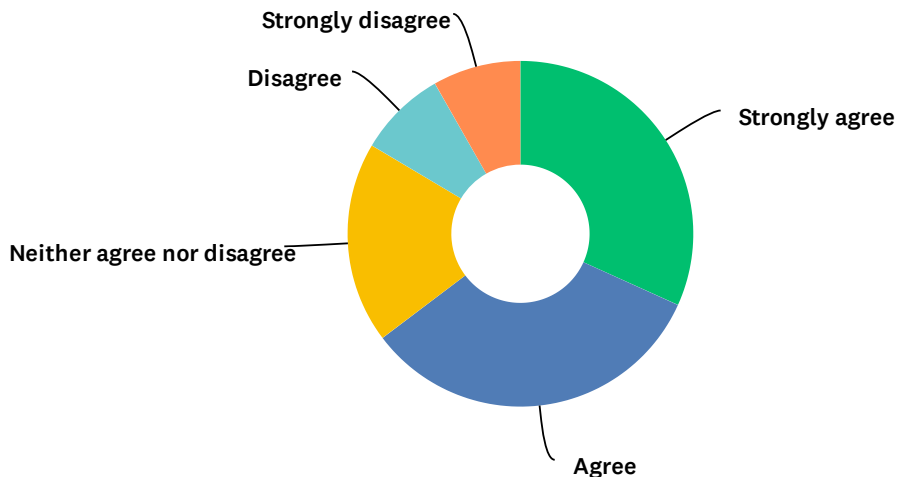
Answered: 85 Skipped: 1



ANSWER CHOICES	RESPONSES	
Strongly agree	43.53%	37
Agree	40.00%	34
Neither agree nor disagree	9.41%	8
Disagree	5.88%	5
Strongly disagree	1.18%	1
TOTAL		85

Q9 In areas where children or the elderly may be present, the roadway should be designed for cars to drive 20 MPH or slower

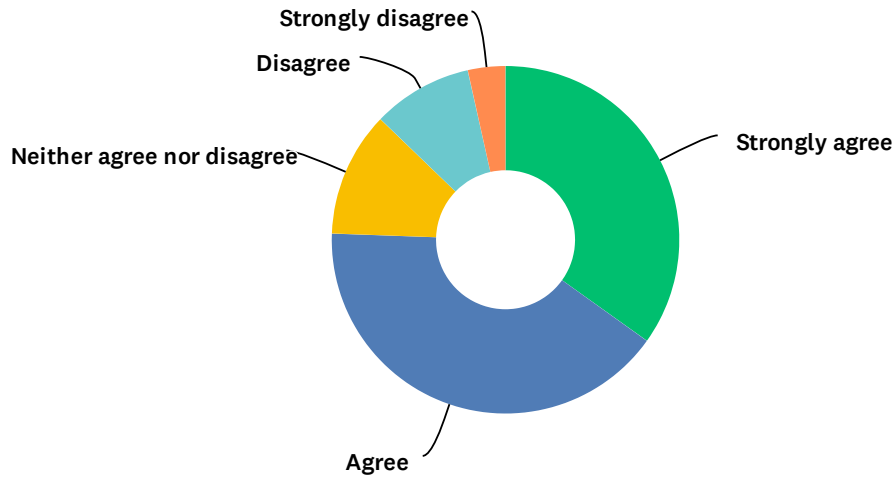
Answered: 85 Skipped: 1



ANSWER CHOICES	RESPONSES	
Strongly agree	31.76%	27
Agree	32.94%	28
Neither agree nor disagree	18.82%	16
Disagree	8.24%	7
Strongly disagree	8.24%	7
TOTAL		85

Q10 I believe it is possible to eliminate traffic fatalities and serious injuries on roads and streets in Cle Elum

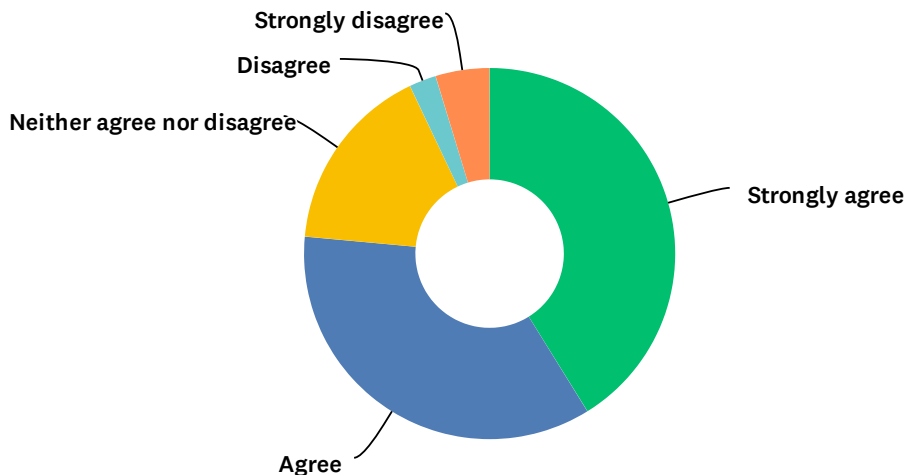
Answered: 86 Skipped: 0



ANSWER CHOICES	RESPONSES	
Strongly agree	34.88%	30
Agree	40.70%	35
Neither agree nor disagree	11.63%	10
Disagree	9.30%	8
Strongly disagree	3.49%	3
TOTAL		86

Q11 I am willing to change my behavior when driving to help reduce the risk of fatality or serious injuries on roads and streets in Cle Elum

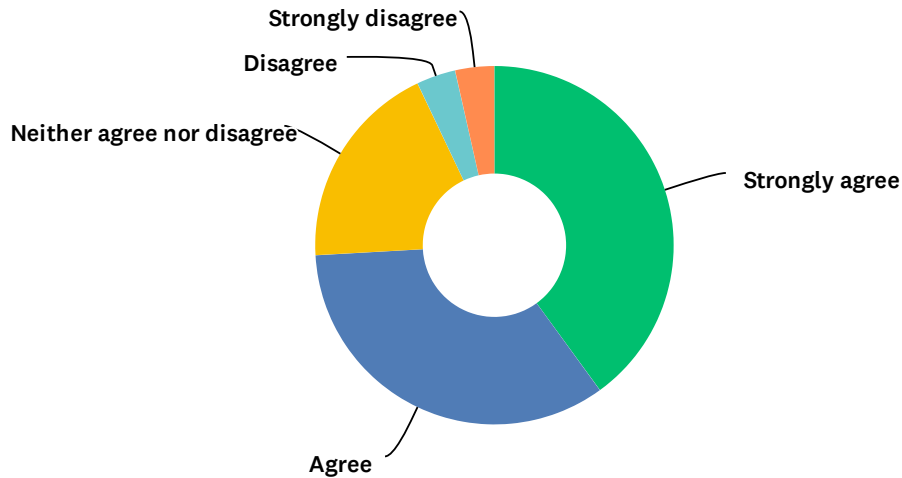
Answered: 85 Skipped: 1



ANSWER CHOICES	RESPONSES	
Strongly agree	41.18%	35
Agree	35.29%	30
Neither agree nor disagree	16.47%	14
Disagree	2.35%	2
Strongly disagree	4.71%	4
TOTAL		85

Q12 I am willing to change my behavior when walking/bicycling to help reduce the risk of fatality or seriously injuring myself or another person

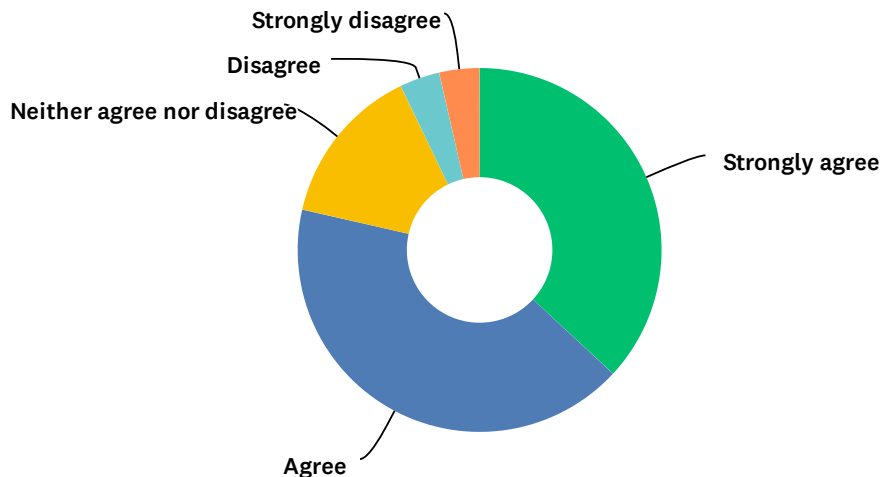
Answered: 85 Skipped: 1



ANSWER CHOICES	RESPONSES	
Strongly agree	40.00%	34
Agree	34.12%	29
Neither agree nor disagree	18.82%	16
Disagree	3.53%	3
Strongly disagree	3.53%	3
TOTAL		85

Q13 Roadway or street lighting should be used to improve nighttime visibility in commercial areas

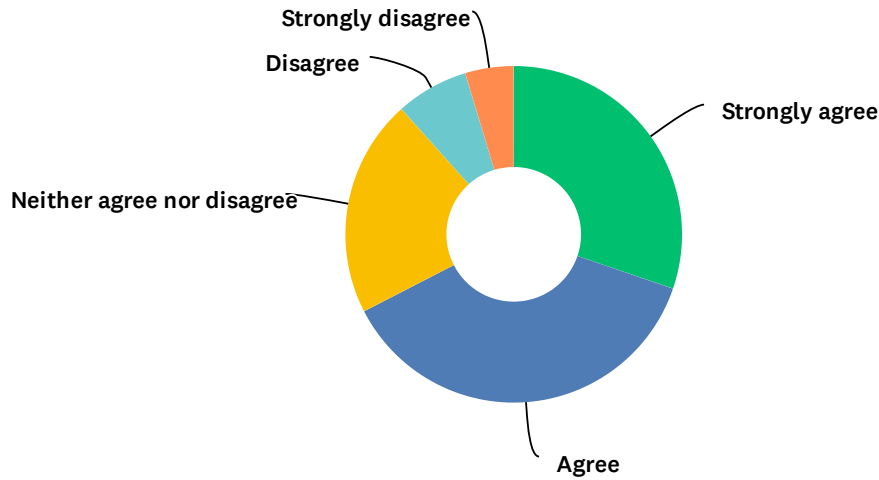
Answered: 84 Skipped: 2



ANSWER CHOICES	RESPONSES	
Strongly agree	36.90%	31
Agree	41.67%	35
Neither agree nor disagree	14.29%	12
Disagree	3.57%	3
Strongly disagree	3.57%	3
TOTAL		84

Q14 Roadway or street lighting should be used to improve nighttime visibility in residential areas

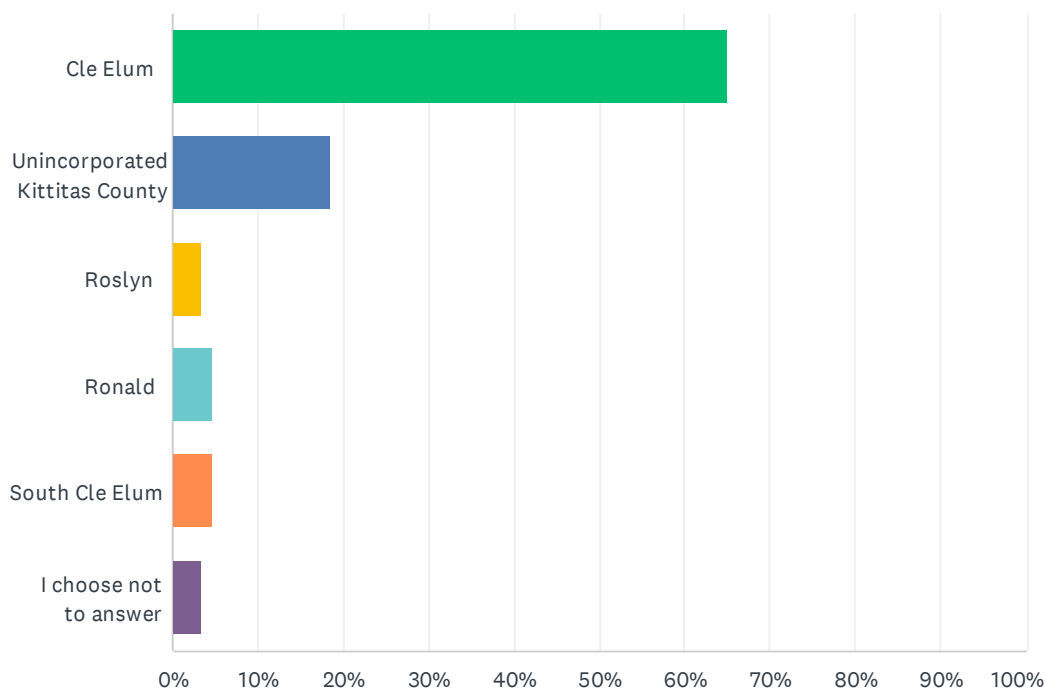
Answered: 86 Skipped: 0



ANSWER CHOICES	RESPONSES	
Strongly agree	30.23%	26
Agree	37.21%	32
Neither agree nor disagree	20.93%	18
Disagree	6.98%	6
Strongly disagree	4.65%	4
TOTAL		86

Q15 Where do you live?

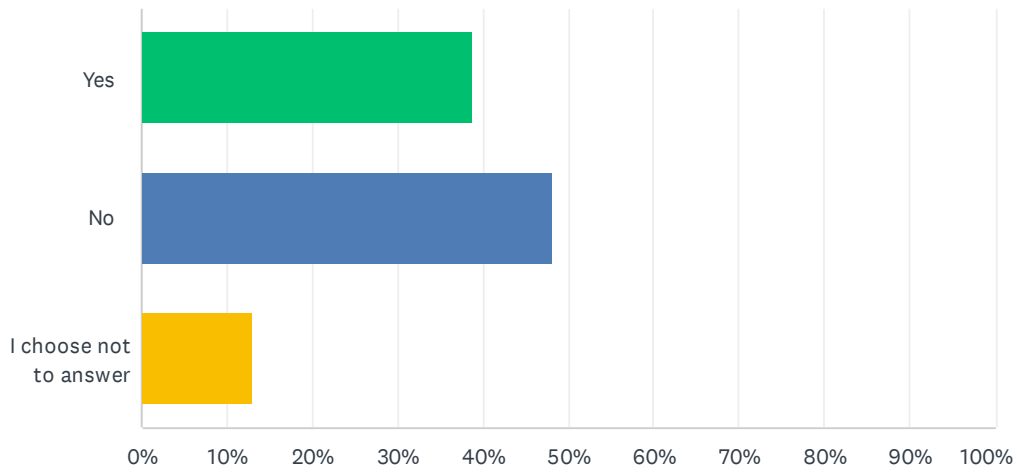
Answered: 86 Skipped: 0



ANSWER CHOICES	RESPONSES	
Cle Elum	65.12%	56
Unincorporated Kittitas County	18.60%	16
Roslyn	3.49%	3
Ronald	4.65%	4
South Cle Elum	4.65%	4
I choose not to answer	3.49%	3
TOTAL		86

Q16 Do you work in Cle Elum?

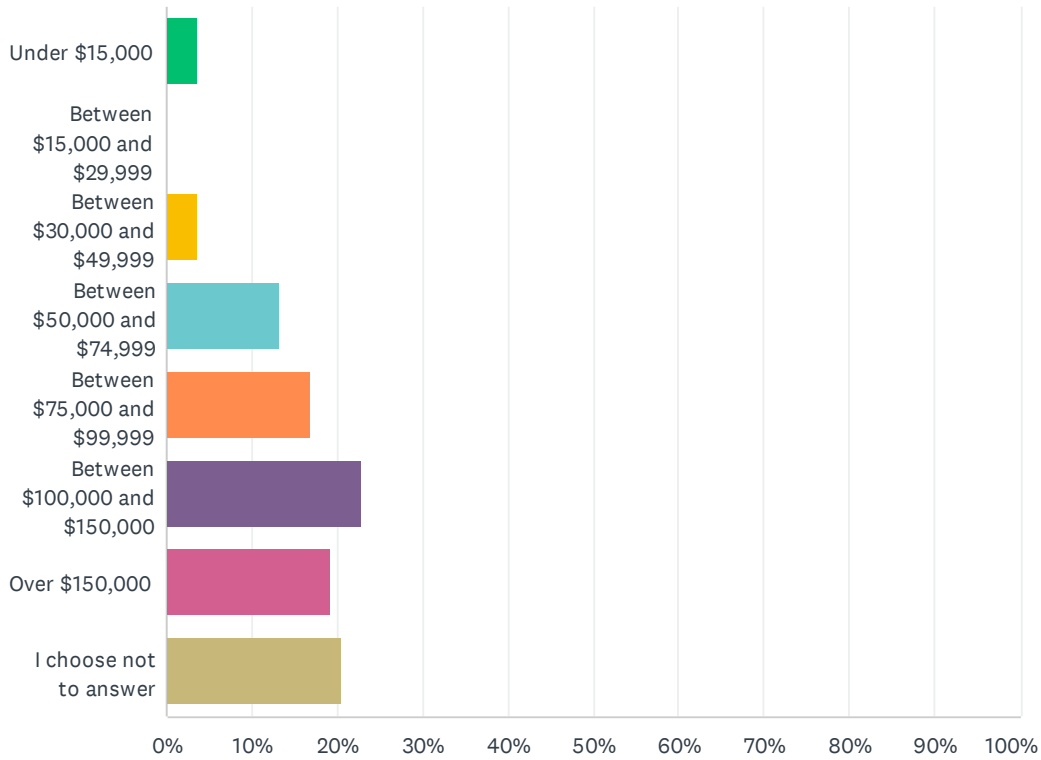
Answered: 85 Skipped: 1



ANSWER CHOICES	RESPONSES	
Yes	38.82%	33
No	48.24%	41
I choose not to answer	12.94%	11
TOTAL		85

Q17 What is your annual income level?

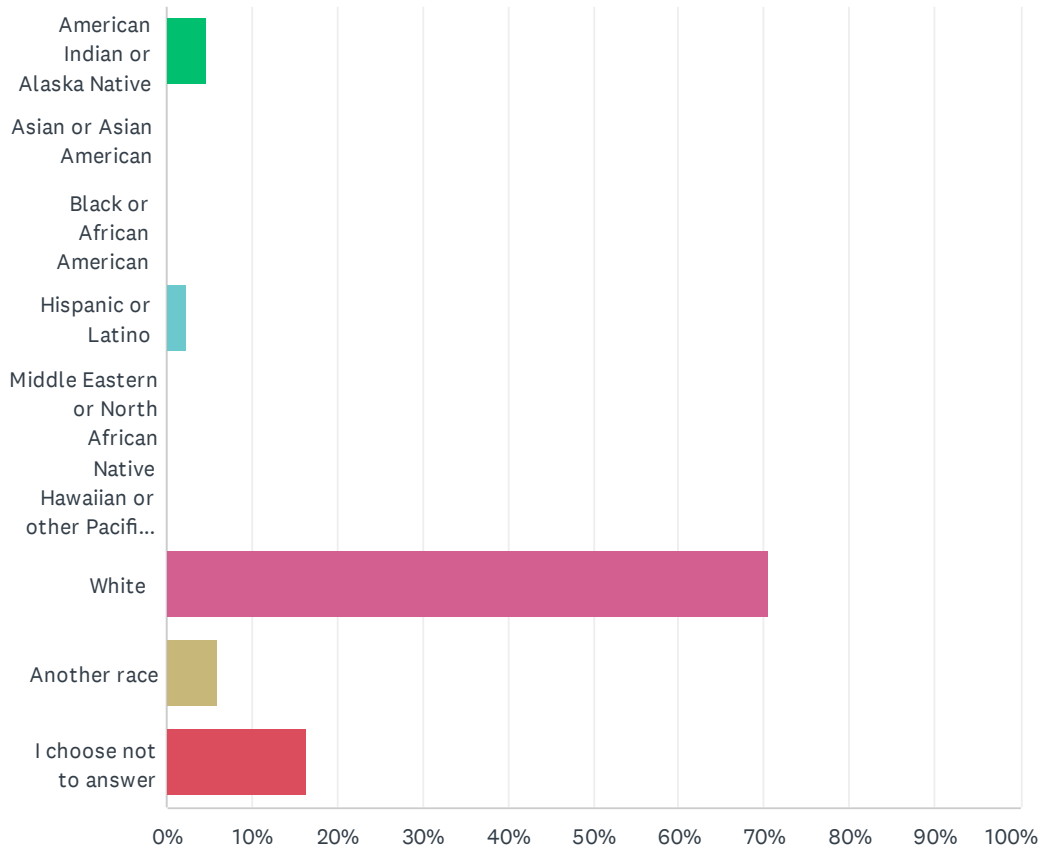
Answered: 83 Skipped: 3



ANSWER CHOICES	RESPONSES	
Under \$15,000	3.61%	3
Between \$15,000 and \$29,999	0.00%	0
Between \$30,000 and \$49,999	3.61%	3
Between \$50,000 and \$74,999	13.25%	11
Between \$75,000 and \$99,999	16.87%	14
Between \$100,000 and \$150,000	22.89%	19
Over \$150,000	19.28%	16
I choose not to answer	20.48%	17
TOTAL		83

Q18 What is your race/ethnicity?

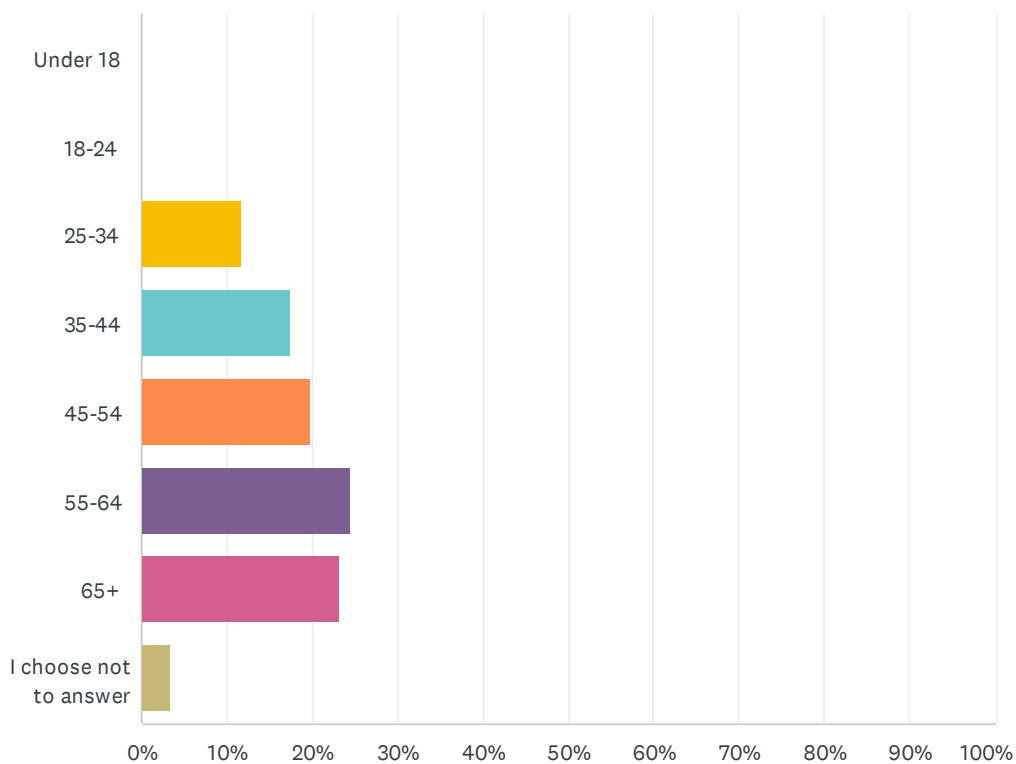
Answered: 85 Skipped: 1



ANSWER CHOICES	RESPONSES	
American Indian or Alaska Native	4.71%	4
Asian or Asian American	0.00%	0
Black or African American	0.00%	0
Hispanic or Latino	2.35%	2
Middle Eastern or North African	0.00%	0
Native Hawaiian or other Pacific Islander	0.00%	0
White	70.59%	60
Another race	5.88%	5
I choose not to answer	16.47%	14
TOTAL		85

Q19 What is your age?

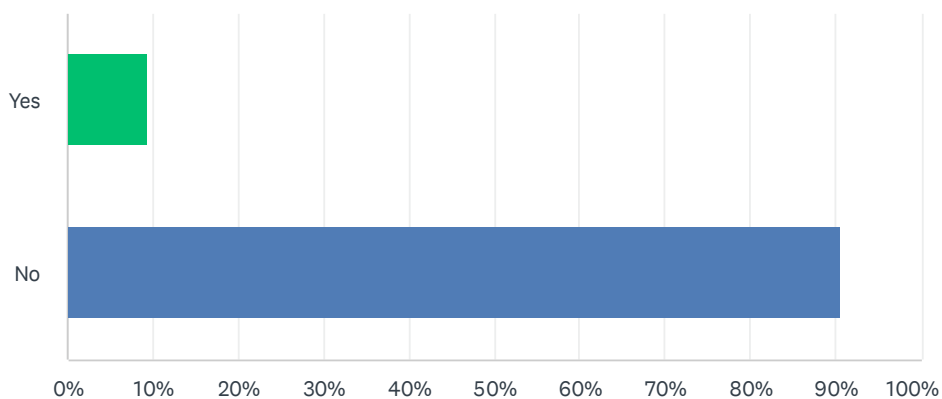
Answered: 86 Skipped: 0



ANSWER CHOICES	RESPONSES	
Under 18	0.00%	0
18-24	0.00%	0
25-34	11.63%	10
35-44	17.44%	15
45-54	19.77%	17
55-64	24.42%	21
65+	23.26%	20
I choose not to answer	3.49%	3
TOTAL		86

Q20 Do you speak a language in your home other than English?

Answered: 86 Skipped: 0

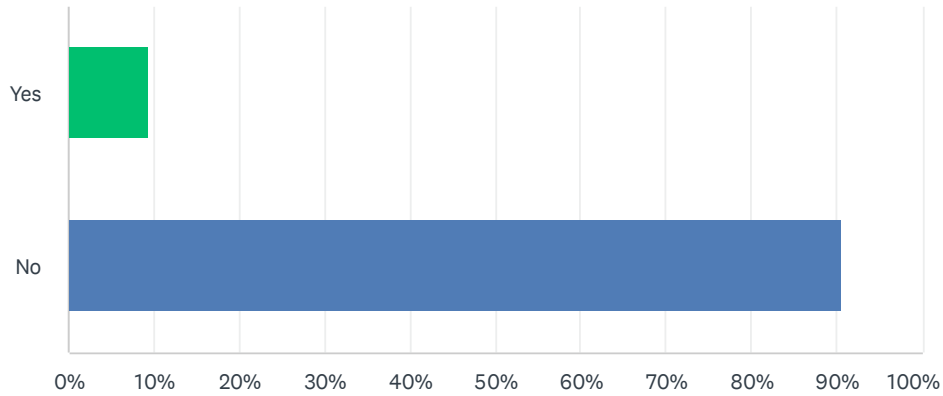


ANSWER CHOICES	RESPONSES
Yes	9.30% 8
No	90.70% 78
TOTAL	86

#	IF YES, WHAT LANGUAGE?	DATE
1	ASL, Spanish, French, Scots Gaelic	3/6/2025 12:07 AM
2	Italian	3/5/2025 7:54 PM
3	English	3/5/2025 2:36 PM
4	Spanish	3/5/2025 8:18 AM
5	We speak two other languages but English is primary	3/4/2025 7:48 PM
6	Spanish	3/4/2025 1:48 PM
7	Spanish	3/4/2025 12:07 PM

Q21 Would you like to participate in this project by becoming a member of the advisory committee?

Answered: 85 Skipped: 1



ANSWER CHOICES	RESPONSES	
Yes	9.41%	8
No	90.59%	77
TOTAL		85

#	IF YES, PLEASE PROVIDE YOUR CONTACT INFORMATION	DATE
1	REDACTED	3/11/2025 12:37 PM
2	REDACTED	3/9/2025 7:23 PM
3	REDACTED	3/5/2025 7:54 PM
4	REDACTED	3/5/2025 1:20 PM
5	REDACTED	3/5/2025 8:18 AM
6	REDACTED	3/4/2025 9:20 PM
7	REDACTED	3/4/2025 7:46 PM
8	REDACTED	3/4/2025 3:45 PM
9	REDACTED	3/4/2025 2:28 PM

Q22 Do you have any additional traffic safety comments or concerns?

Answered: 44 Skipped: 42

#	RESPONSES	DATE
1	The area of 5th and Billings is a hazard. A traffic circle should be installed so as to reduce the danger.	4/5/2025 5:58 PM
2	The Angle Parking Downtown Is As Dangerous As I Have Ever Seen, Zero Visibility While Trying To Back Out, To Many Close Calls.	3/20/2025 1:18 PM
3	Something needs to happen on Main Street. The new parking is such a hazard. It is unsafe to park on the street now and back into traffic.	3/15/2025 8:54 PM
4	I understand that presently it is the homeowner's responsibility to maintain sidewalks in front of their properties, including clearing snow, ice, and debris, however many residents/owners do not perform this maintenance, which forces pedestrians to walk in the road which is less safe than on the sidewalks. Fortunately our downtown neighborhood roads typically see low volumes of traffic, and drivers usually slow down when passing by pedestrians on the road. Additionally, drivers entering downtown on 1st St from the intersection of 1st and Douglas Munro Blvd are often speeding in the 25mph zone, and are heedless of the 'Your speed' sign near the Kingdom Hall of Jehovah's Witnesses. Drivers are also often speeding on the Oakes/Billings Ave hill towards 3rd St, which is dangerous to the pedestrians, children, and bicyclists that use the road. There are no sidewalks on this stretch of road either. The construction of hundreds of additional homes off Summit View Rd will increase traffic, furthering the risk of accidents and fatalities. The speeding drivers and increased traffic flow creates an unsafe environment for other drivers and pedestrians. Further enforcement of speed limits, especially in these sections of road, should be implemented.	3/11/2025 2:06 PM
5	As a local who walks and bikes in town every day, I routinely witness reckless driving and total disregard for the speed limits — it is alarming. I am pleased to see this survey, and I hope it can lead to some progress.	3/9/2025 7:23 PM
6	East second Street near Dru brew and North Short Avenue has turned into a raceway for speeders. Drivers speed 35mh at the least and most do not stop at the stop sign at 2nd St. and North Short Avenue. The noise levels of the vehicles speeding is ridiculous. Very unsafe for the women that push their children in strollers and the people waking their dogs. I have seen people have to jump over the guard rails to avoid a speeding vehicle. I have had rocks from the road hit my vehicle and crack the windshield due to excessive speed from drivers. I and neighbors have called the police department for several years only to be told they do not have the resources to take care of the problem.	3/9/2025 5:11 AM
7	More roundabouts and traffic circles. Designated cycle lanes. Clearly defined, accessible sidewalks that are in good repair (see corner of 3rd/Montgomery; wheelchair users cannot use this atrocity). Also, commercial venues that block clear access to sidewalks should be fined (see Mike's Tavern, where a fully sighted, able-bodied person can barely pass; how will a wheelchair user or visually impaired individual meant to safely use this corner?).	3/6/2025 12:07 AM
8	Yeah, we need to fire every one of these people on the committee except Steve if you have not lived in this town or committee over 20 years, you should not be on the board. They should ask questions about certain buildings businesses that have been around for a very long time and they don't know they don't need to be there. I am seriously looking at moving out of this area. I used to love it and now I'm done this changes bankruptcy lawsuit. It's totally. Stupid unbelievable and disgusting. I don't even want to tell people where I live because everybody knows our committee is so stupid and got a fucking asses sued cool	3/5/2025 9:30 PM
9	Bike lanes or bike paths.	3/5/2025 5:56 PM
10	No	3/5/2025 2:36 PM
11	Honestly when was the last time Cle Elum had a fatality accident??? I would think CE would have priorities other than this garbage! Quit messing with things that are not broken!!! Why not continue to tax us tf out of here??!!	3/5/2025 10:30 AM

City of Cle Elum - SS4A Survey

12	Pulling out of parking spaces downtown is dangerous. Drivers pulling out cannot see oncoming traffic—bad design.	3/5/2025 8:20 AM
13	Bike lanes	3/5/2025 8:18 AM
14	Repave streets or fill potholes Keep crosswalk lines painted & all lines.	3/5/2025 7:34 AM
15	Police do not enforce the speed limit	3/5/2025 6:53 AM
16	Traffic on 903 doesn't slow down for the flashing 25mph sign or for the crossings. Someone is going to get hit trying to cross at one of the three crossings.	3/5/2025 6:51 AM
17	The condition of the streets is not conducive to traffic safety. The poor condition of sidewalks, except in the downtown corridor, is deplorable	3/5/2025 6:39 AM
18	You should have looked more at safety before designing downtown. I have been avoiding using downtown shops so I don't have to blindly back into Main St traffic.	3/5/2025 6:37 AM
19	The most unsafe roads in town for pedestrians are Oakes and Stafford leading up to 5th street. Especially when there is increased traffic of construction vehicles due to the development of city heights	3/5/2025 6:11 AM
20	Roundabouts. Proven worldwide. Safe, efficient, inexpensive.	3/5/2025 5:08 AM
21	The street parking is extremely dangerous and is going to cause a serious accident and/or fatality. When parked in a car next to a big truck or can, it is impossible to see traffic when backing out of the parking space. I have had a car ran into the side of my car while backing up. Now I have to go inside a business and ask someone to stand in the road and block traffic so I can safely back out. This is extremely dangerous on the weekend, when people from out of town speed through the town, trying to avoid freeway traffic. I can't park on a side street and walk due to hip and knee problems. Please put in parallel parking! Also we desperately need ADA compliant parking places so it's convenient for seniors!	3/4/2025 11:34 PM
22	I recently retired as a global director for Microsoft in environmental health and safety focusing mainly on data centers and construction projects around the world as a global auditor. I would be interested to have access to the numbers of traffic injuries and fatalities that were determined to be default of drivers or the fault of bicyclists and pedestrians and see some data compared to the cost of proposed improvements, viewed through the eyes of a professional safety and compliance auditor. Is this information available somewhere?	3/4/2025 9:20 PM
23	Police department needs to enforce speed limit on Second and Third Street. Many drivers gliding thru stop signs.	3/4/2025 8:58 PM
24	You will not eliminate accidents but you can reduce them. There must be common sense how much is spent to net a meaningful return in safety.	3/4/2025 7:48 PM
25	The biggest concern and problem I have is the revision that was already done on 1st street, hwy 903. The angled parking is an incredible hazard. I cannot see around the vehicle beside me when backing out and nobody slows down or stops! Incredibly reckless to put that type of parking on a state highway. I don't know who approves these things! If you'd learn from history, you'd know that years ago they installed angled parking and then changed because of numerous accidents!	3/4/2025 4:49 PM
26	Just fix the potholes	3/4/2025 4:49 PM
27	I don't know that there are fatalities and serious injuries in Cle Elum, nor the need to improve safety. Convenience of filling potholes, lighting streets, mark and sign every street at every intersection is far more pressing than safety changes.	3/4/2025 4:28 PM
28	Pedestrian safety in walkable spaces should receive high priority and consideration. My spouse was struck by a moving vehicle while legally using a crosswalk. He was seriously injured. While I don't live in Cle Elum this topic and matter is of importance to me and if my time allows, I'd like to be involved.	3/4/2025 3:45 PM
29	Keep dark sky's at night	3/4/2025 3:35 PM
30	Use and stop at ALL stop signs people's not .	3/4/2025 3:34 PM
31	I walk from Columbia to Stafford and back a lot pushing a stroller. A HUGE problem I see is illegal parking. Cars are constantly pulled up onto sidewalks on third and second street (third is	3/4/2025 3:28 PM

City of Cle Elum - SS4A Survey

the worse) making it impassable. So I end up pushing in the road for a bit until I have a clear sidewalk. The sidewalks are also in atrocious condition and I can't imagine anyone in a wheelchair is able to use them when I'm struggling pushing a stroller myself. I do believe I read sidewalks were part of the 6 year plan though at one point, but getting it done sooner would definitely help traffic safety.

32	Don't believe there was an issue with pedestrian and vehicle visibility until the new downtown street parking was created. Now you back out into traffic blindly and driving downtown you cannot see pedestrians waiting at crossings due to larger/tall vehicles parked at an angle creating poor visibility	3/4/2025 3:15 PM
33	Oakes and 2nd should be one of the first intersections to be evaluated. It is the state route, but very dangerous for traffic and pedestrians.	3/4/2025 2:44 PM
34	Just fix what we already have.	3/4/2025 2:17 PM
35	I strongly feel the angle parking is looking at future accidents and probable fatal incidents. To add to this handicap parking should be a consideration and a priority. Putting in age and what race someone is and their income is biased.	3/4/2025 2:07 PM
36	The idiot coastie not from here who decided to renovate the side walks with bulbs at intersection puts the pedestrian inches from moving traffic instead of safely 15' back. If you don't like cle elum go back where you came from	3/4/2025 2:02 PM
37	ADA compliance and safe sidewalks for families should be prioritized.	3/4/2025 1:52 PM
38	Appreciate the work you guys are doing trying to improve our city!	3/4/2025 1:50 PM
39	We are not a 15min City, and we never will be. You've already destroyed main street with the angle in-backing out onto a STATE HIGHWAY ridiculousness. Is that even legal? You've violated property owners by eliminating access to 1st St. Car traffic should be a priority, not walkers and bicycles. Nobody walks to Costco. We drive everywhere. Do better!!	3/4/2025 1:48 PM
40	more speed patrols by the skate park	3/4/2025 1:45 PM
41	What happened with getting semis off first street and down to the railroad road? Semis routinely travel at high (40mph+) rates of speed down first street. Sit at Miners and watch the traffic. It is quite alarming to see the high rates of speed.	3/4/2025 1:00 PM
42	Cle elum's pavement and striping are in serious disrepair. Additionally a lack of traffic law enforcement is a significant factor in the lack of safety	3/4/2025 12:49 PM
43	More lights and signs and I think part of the median should be a planting strip with trees	3/4/2025 12:47 PM
44	Roundabouts have been proven to reduce accidents yet improving flow of traffic. We should aim to reduce unnecessary lights interfering with migrating birds.	3/4/2025 12:07 PM



APPENDIX B

PUBLIC HOUSE INFORMATION



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.

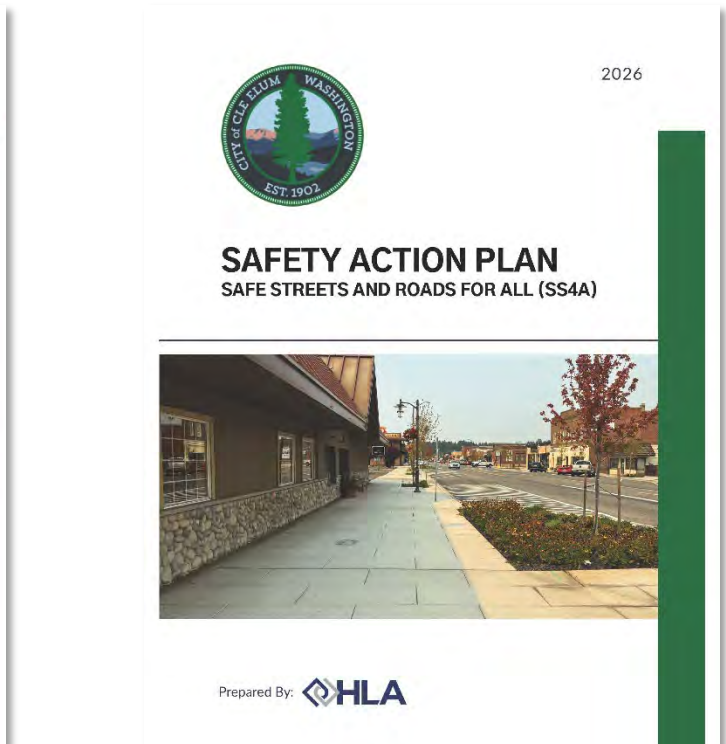
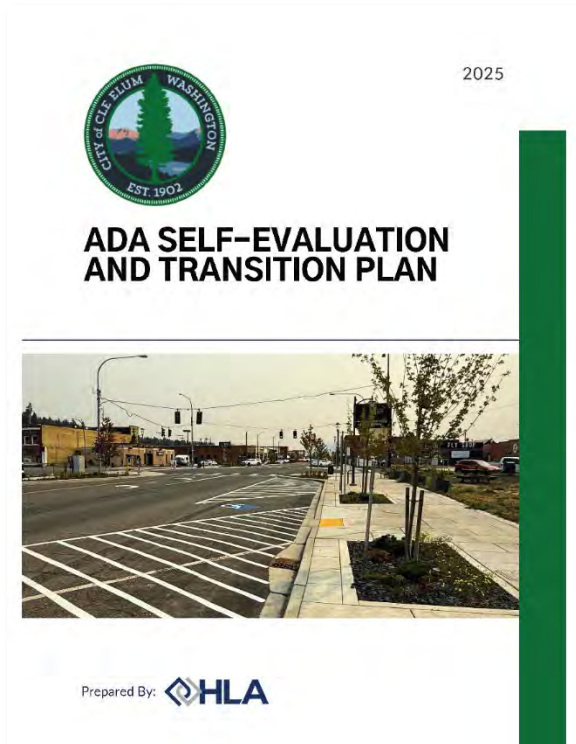


FEBRUARY 25, 2026

2:00PM – 3:00PM

UPPER KITTITAS COUNTY
SENIOR CENTER

719 E 3RD STREET





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 1

Mike Heit, PE – Principal Engineer

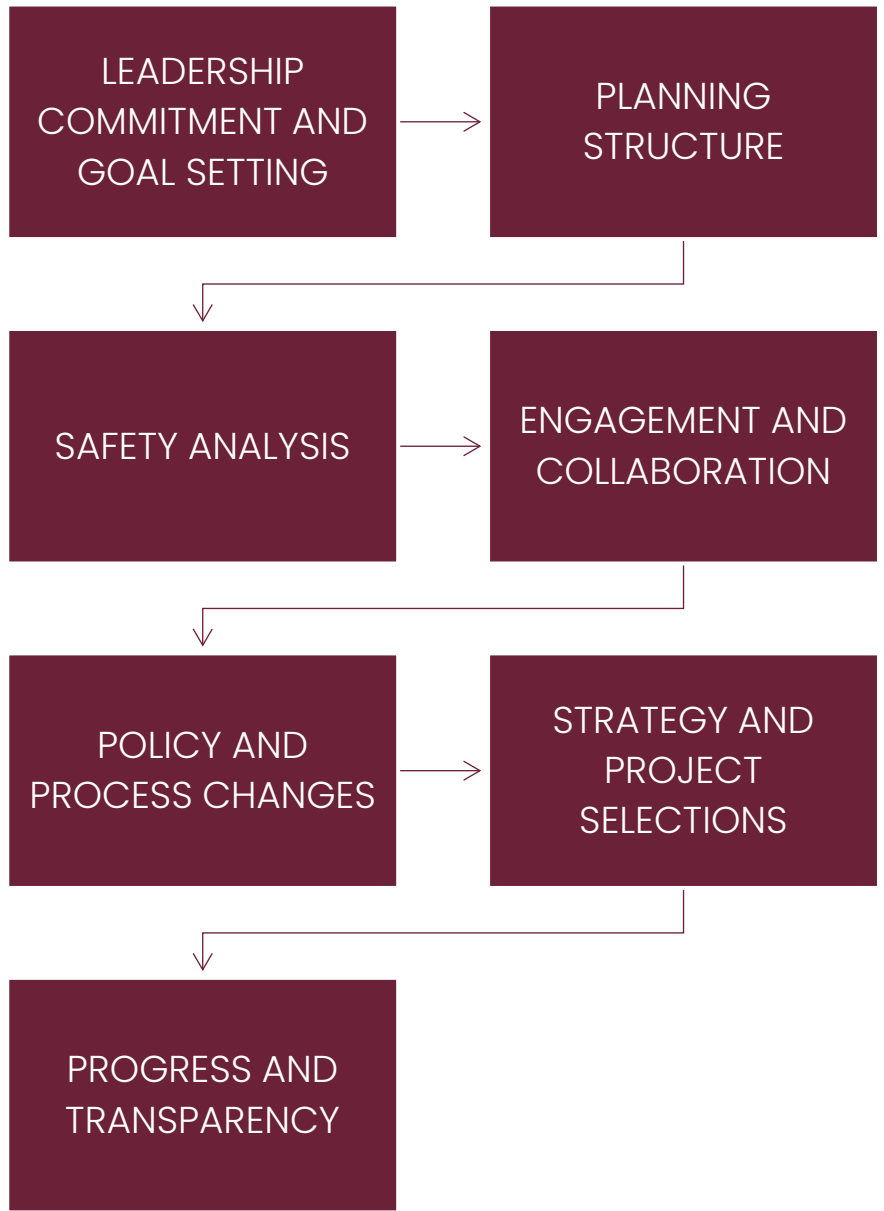
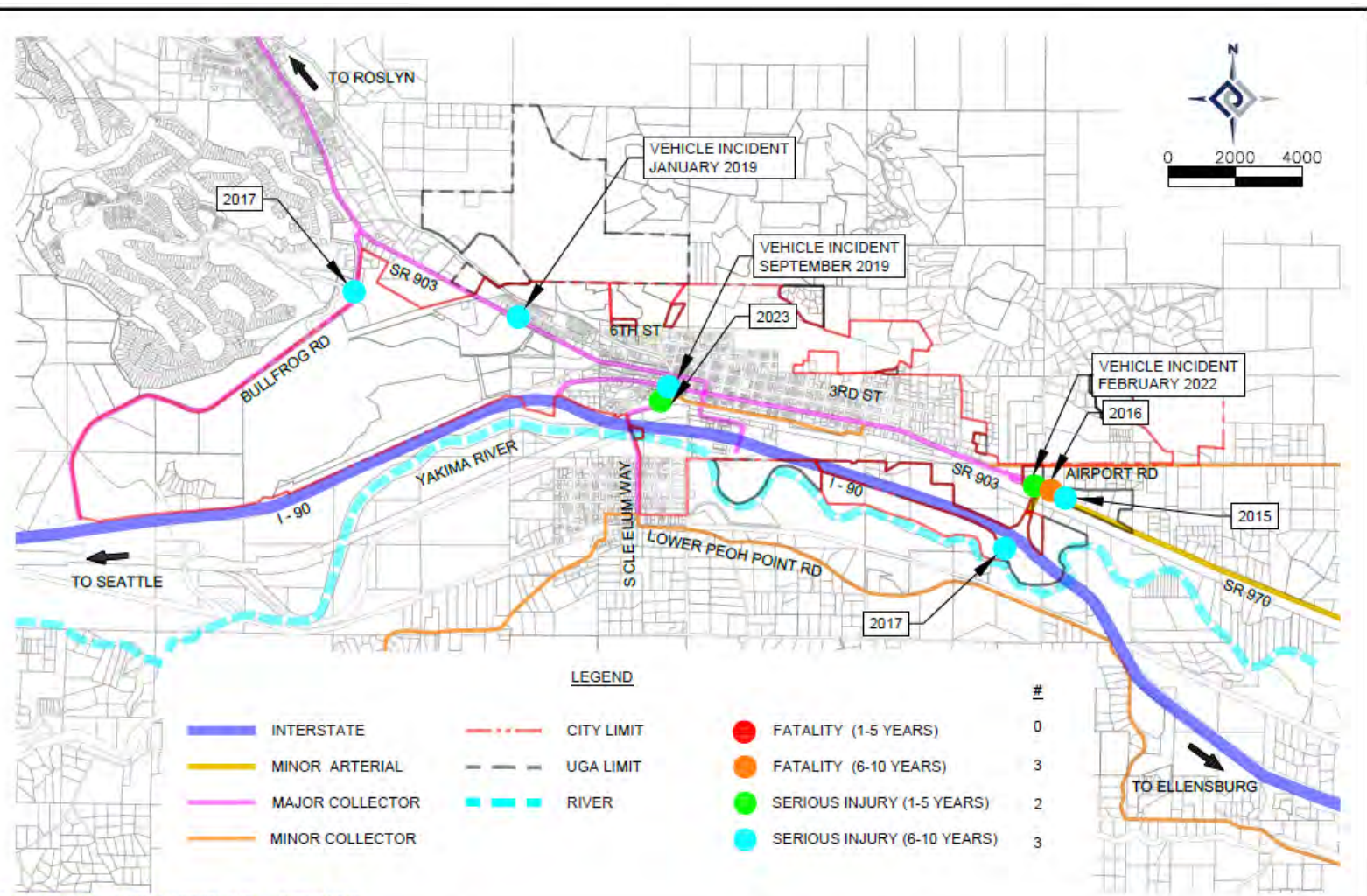


SS4A GRANT

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



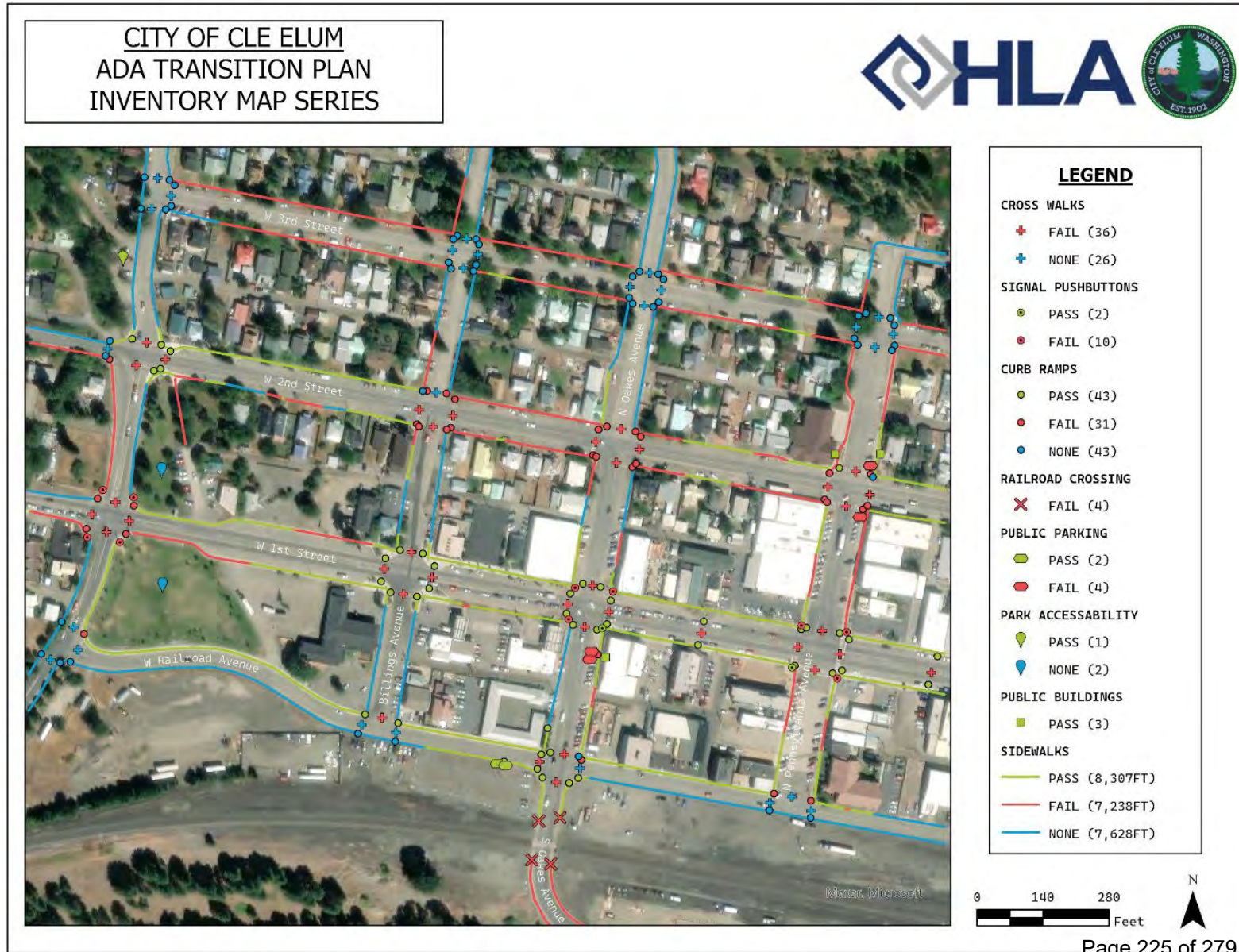
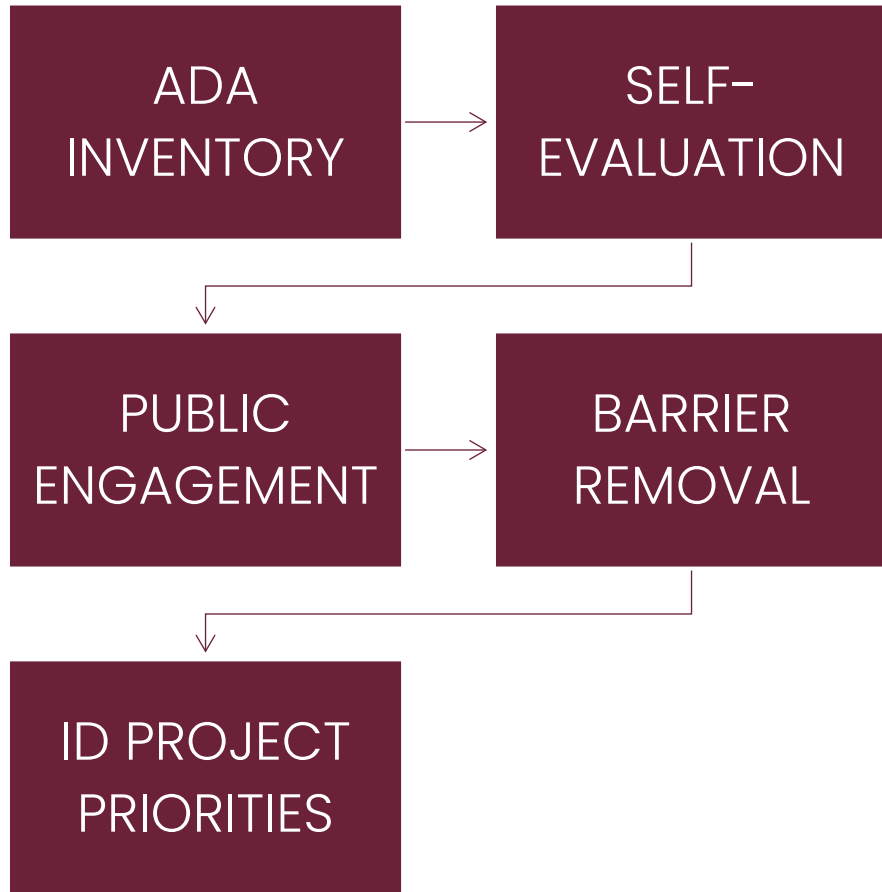
P:\PROJECTS\2024\24051\VICINITY MAP - CLEELUM.DWG

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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



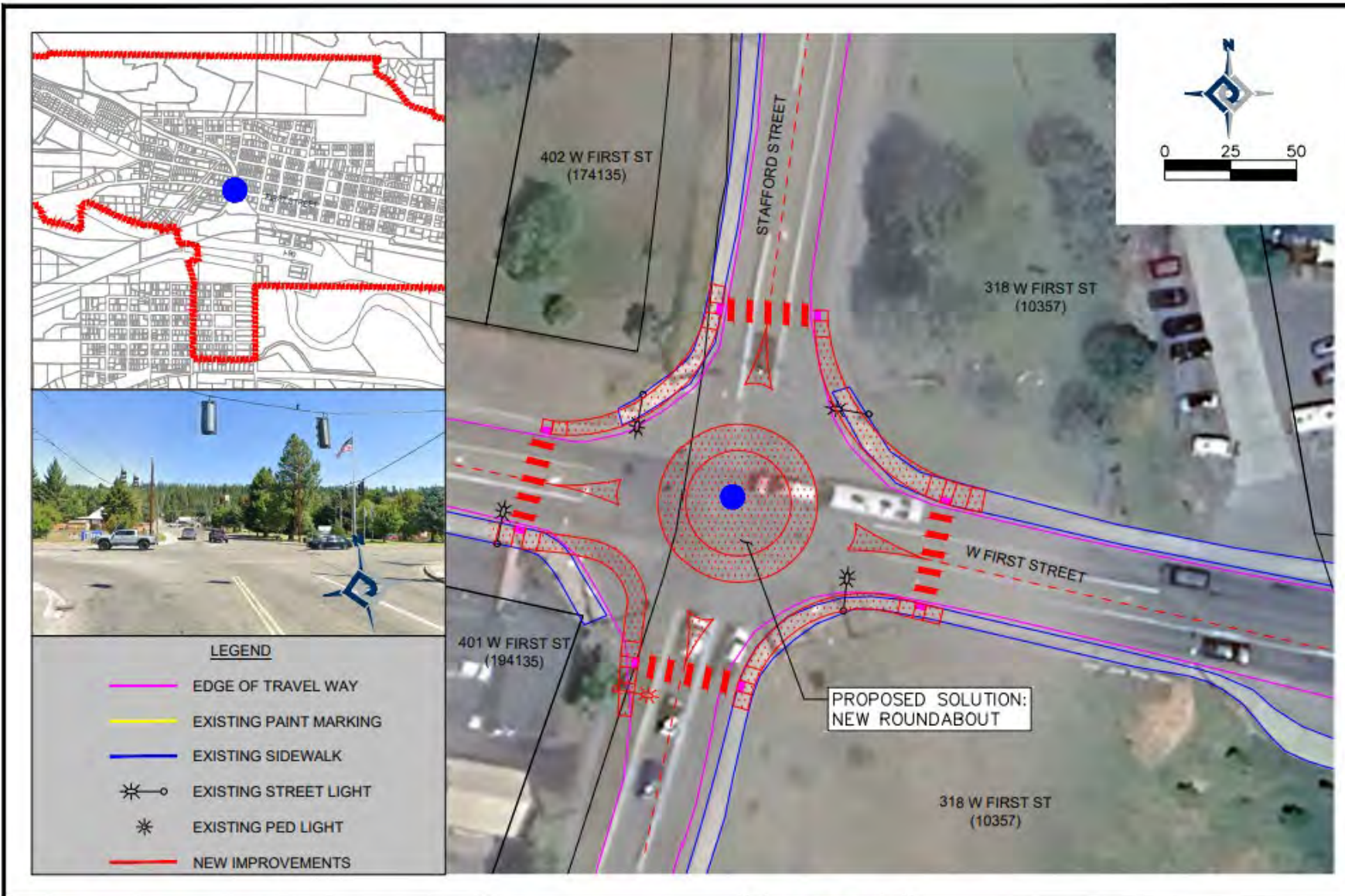
2026

SAFETY ACTION PLAN SAFE STREETS AND ROADS FOR ALL (SS4A)



Prepared By: HLA

QUESTIONS?



2803 River Road
Yakima, WA 98902
(509) 966-7000
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SERIOUS INJURY 2019



CITY OF CLE ELUM
TRAFFIC SAFETY MITIGATION MEASURE
SAFETY ACTION PLAN



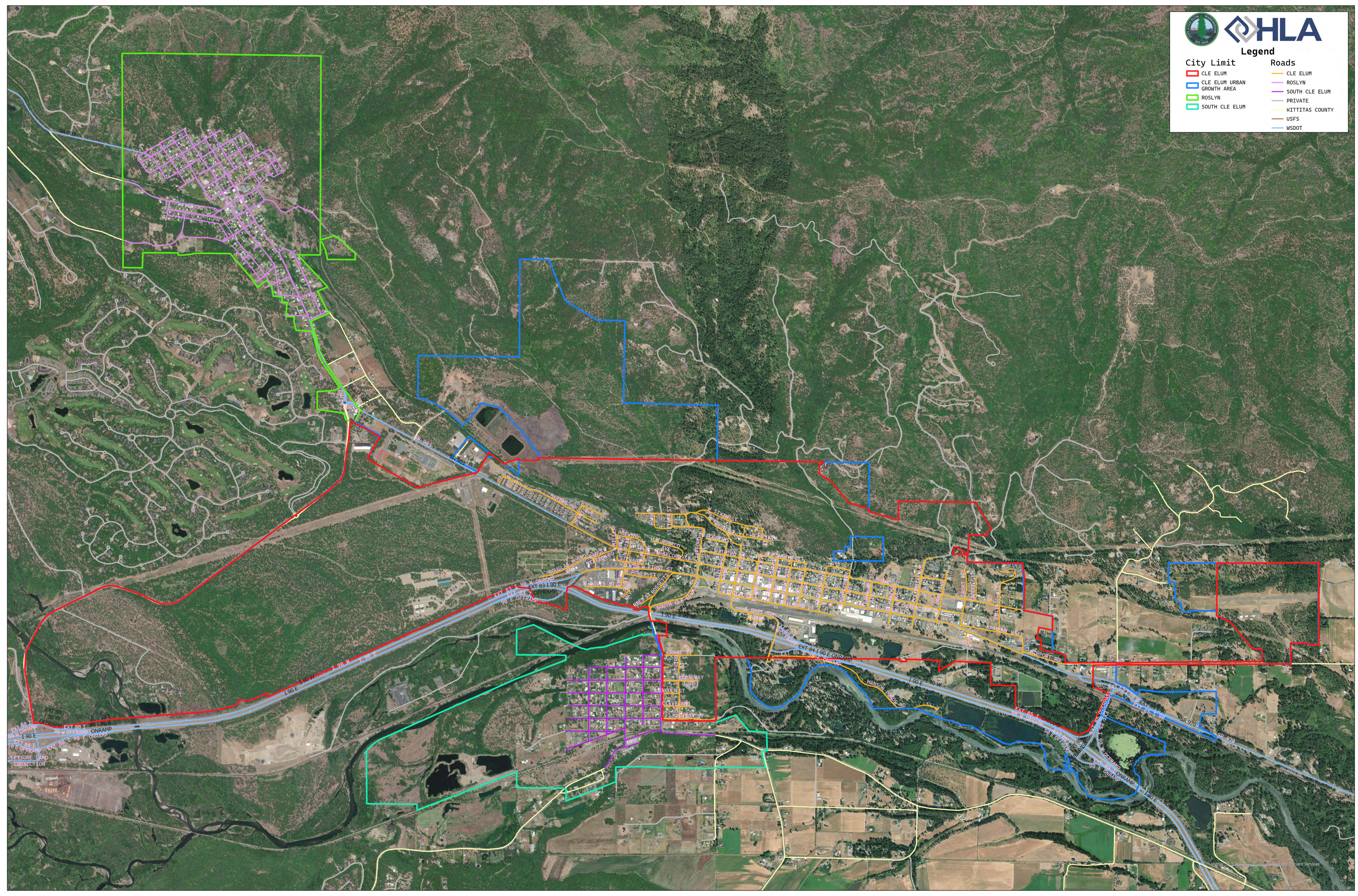
Legend

City Limit

- ▬ CLE ELUM
- ▬ CLE ELUM URBAN GROWTH AREA
- ▬ ROSLYN
- ▬ SOUTH CLE ELUM

Roads

- ▬ CLE ELUM
- ▬ ROSLYN
- ▬ SOUTH CLE ELUM
- ▬ PRIVATE
- ▬ KITTITAS COUNTY
- ▬ USFS
- ▬ WSDOT



EXT 80
98 W ONRAMP
EXT 88 I 90
EXT 88 I 98 E ONRAMP
LEISURE LAND CONNECTION

EXT 83 I 98 W ONRAMP
EXT 83 I 90 E
EXT 83 I 98 E ONRAMP
90 E OFFRAMP

EXT 84 I 90 E ONRAMP
EXT 84 I 98 E ONRAMP

EXT 85 I 98 W ONRAMP
EXT 85 I 90 E ONRAMP
EXT 85 I 98 E ONRAMP

EXT 86 I 98 W ONRAMP
EXT 86 I 90 E ONRAMP
EXT 86 I 98 E ONRAMP

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

CITY OF CLE ELUM
Planning Department

AGENDA STAFF
REPORT

AGENDA DATE:	<i>April 14, 2026</i>
ACTION REQUESTED:	<i>First Reading of NFC Northwest, LLC Franchise Agreement Ordinance 1727</i>
<hr/>	
BACKGROUND:	<p><i>On February 2, 2026, the City received a formal request from NFC Northwest, LLC, expressing interest in obtaining an official franchise agreement to provide telecommunications services within city limits.</i></p> <p><i>The ordinance before Council today reflects the City's recommended framework for granting the franchise to NFC Northwest, LLC.</i></p>
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 28, 2026; adoption</i>
HANDLING:	<i>City Clerk, Council</i>
ATTACHMENTS:	<i>Ordinance 1727, NFC Northwest, LLC Franchise Agreement</i>
LEAD STAFF:	<i>Colleda Monick, Senior Planner, HLA</i>

ORDINANCE NO. 1727

AN ORDINANCE OF THE CITY COUNCIL OF CLE ELUM, WASHINGTON, GRANTING TO NFC NORTHWEST, LLC, A DELAWARE 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, NFC Northwest, LLC, a Delaware 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 April 14, 2026, and April 28, 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 public hearing, 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, 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 five (5) years, starting from the effective date of this Ordinance.

B. Renewal Option of Term. Grantee may renew this Franchise for an additional five (5) 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.

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

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

5. 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. Grantee shall provide the City with written notice of any policy cancellation within two (2) business days of their receipt of such notice.

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

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

L. 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.

M. Failure on the part of the Grantee to maintain the insurance as required shall constitute a material breach of the Franchise, upon which the City may, after giving five (5) business days notice to the Grantee to correct the breach, terminate the Franchise at its discretion, procure or renew such insurance, and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand.

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 sixty (60) days prior to the proposed date of sale or transfer: (a) Complete information 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 application fee which shall be set by the City, 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 \$7,500.

D. The proposed assignee or transferee shall file with the City a written agreement to unconditionally 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

Ordinance No. 1727
April 14 and 28, 2026
Page 17 of 21
11180577.1 - 371674 - 0006

Cle Elum, Washington 98922

Grantee: General Counsel
NFC Northwest, LLC
135 Lake Street South, Suite 155
Kirkland, Washington 98033

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

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

NFC Northwest, LLC

By: _____

Date: _____

Name: _____

Title: _____

AGENDA STAFF
REPORT

AGENDA DATE: April 14, 2025

ACTION REQUESTED: The City Council approve final acceptance of the Second Street Roundabout Project, authorize the Mayor to execute all necessary closeout documents, and approve the release of retainage in amount of \$25,685.46

BACKGROUND: The Second Street Roundabout Project was constructed to improve traffic operations, enhance pedestrian safety, and reduce vehicle conflict points within the City. The project included roadway reconstruction, roundabout installation, pedestrian improvements, lighting, signage, and associated infrastructure. The project was funded in part through the Transportation Improvement Board (TIB), constructed by Interwest Construction, Inc., and designed and administered by HLA Engineering and Land Surveying, Inc. On March 26, 2026, HLA Engineering and Land Surveying, Inc. submitted a formal recommendation for project acceptance. The project engineer confirmed that:

- The work performed by Interwest Construction, Inc. has been completed satisfactorily.
- The project meets all contract requirements.
- The project is ready for final acceptance by the City Council.

The retainage amount of \$25,685.46 may be released to Interwest Construction, Inc. following:

- City Council approval of final acceptance
- Receipt of lien releases from DOR, L&I, and ESD
- Confirmation that no outstanding liens have been filed against the project

RECOMMENDATION: Staff recommends that the City Council approve final acceptance of the Second Street Roundabout Project, authorize the Mayor to execute all necessary closeout documents, and approve the release of retainage.

ATTACHMENTS:

23042 - Project Acceptance
GCC 1137 - Final Acceptance
23042 - Executed Punch List

LEAD STAFF:

Mathew Bailey

March 26, 2026

City of Cle Elum
119 West 1st Street
Cle Elum, WA 98922

Attn: Matthew Lundh
Mayor

Re: City of Cle Elum
Second Street Roundabout
HLA Project No. 23042
TIB Project No. 6-E-930(007)-1
Project Acceptance

Dear Mayor Lundh:

This letter serves as our recommendation for acceptance of the project by your City Council. We have reviewed the work performed by Interwest Construction, Inc. and believe it has been completed satisfactorily.

Once the project has been accepted as complete by the City Council, the required "Notice of Completion of Public Works Contract" will be completed by our office and sent to the Department of Revenue (DOR), Department of Labor and Industries (L&I), and Employment Security Department (ESD), through our access to the City's L&I Awarding Agency Portal. If the City prefers to submit the Notice of Completion, please notify our office.

Retainage in the amount of \$25,685.46 may be released to Interwest Construction, Inc. after acceptance of the project, when lien releases have been received from DOR, L&I, and ESD, and when the City has confirmed no liens have been received related to this project.

The City will receive the following from HLA Engineering and Land Surveying, Inc. (HLA) in a One Drive Link for download:

- A completed copy of project punch list items identified during the final walk-through inspection.
- A PDF set of Record Drawings for the project.
- Final Contract Voucher Certification from the Contractor certifying all labor and materials furnished on this project have been paid for.

- Required project labor and equal employment opportunity documents including:
 - Requests to Sublet and verifications for the Prime Contractor and all subcontractors who performed work on this project.
 - Statements of Intent to Pay Prevailing Wages and Affidavits of Wages Paid approved by the Washington State Department of Labor and Industries.

Our office will retain an electronic copy of the project files should the City need them in the future.

Please forward a copy of your Council Resolution authorizing project acceptance and release of Retainage to our office for inclusion in the project file.

Contact our office if you have any questions or if we may provide additional information.

Sincerely,



Brad Cooper, PE

WBC/jdh

Enclosures

Copy: Mathew Bailey, Robin Newcomb, Debbie Lee (City of Cle Elum)
Jesse Chavez, Carl Engle, Max Sanchez (ICI)
Taylor Denny, Angie Ringer, Madeline St. John, Jodi Smith (HLA)

October 15, 2025

City of Cle Elum
119 West 1st Street
Cle Elum, WA 98922

Attn: Matthew Lundh, Mayor

Re: City of Cle Elum
Second Street Roundabout
HLA Project No. 23042
TIB Project No. 6-E-930(007)-1
Progress Estimate No. 04 & Final

Dear Mayor Lundh:

Enclosed is Progress Estimate No. 04, marked as final, for work performed by Interwest Construction Inc, through September 30, 2025, in connection with their contract on the above referenced project. The amount due the Contractor of \$5,272.50 is net after retainage, per the contract documents.

Submission of Certified Payrolls for Interwest Construction Inc, and subcontractors are not required for review. Our office has reviewed Certified Payroll Reports for verification of accurate payment of force account work and compliance with Washington State prevailing wage law.

We recommend this Progress Estimate be considered and approved by the City of Cle Elum.

Please contact our office if you have questions or if we may provide additional information.

Sincerely,

A handwritten signature in blue ink, appearing to read 'WBC', is written over a horizontal line.

Brad Cooper, PE

WBC/jdb

Enclosures

Copy: Mathew Bailey, Debbie Lee, Robin Newcomb, Rob Omans (City of Cle Elum)
Jesse Chavez, Max Sanchez (Interwest Construction Inc.)
Taylor Denny, Angie Ringer, Keegan Lacoursiere (HLA)

CONSTRUCTION PROGRESS ESTIMATE

Second Street Roundabout

CITY OF CLE ELUM
119 WEST 1ST STREET
CLE ELUM, WA 98922

TO: Interwest Construction Inc
 609 North Hill Blvd.
 Burlington, WA 98233

HLA PROJECT NO.: 23042

TIB PROJECT NO. 6-E-930(007)-1

PROGRESS ESTIMATE NO.: 4 & Final

FROM: Sep. 01, 2025

TO: Sep. 30, 2025



BID ITEM NO.	DESCRIPTION	UNIT	CONTRACT TOTAL (Contract + COs)			TOTAL WORK TO DATE		PREVIOUS PAID		AMOUNT DUE NOW (Total - Previous)		PERCENT CONTRACT COMPLETE
			QTY	UNIT PRICE	COST	QTY	COST	QTY	COST	QTY	COST	
1	Minor Change	FA	1	\$ 20,000.00	\$ 20,000.00	0.95	\$ 18,920.82	0.95	\$ 18,920.82	0	\$ -	95%
2	Mobilization	LS	1	\$ 49,000.00	\$ 49,000.00	1	\$ 49,000.00	1	\$ 49,000.00	0	\$ -	100%
3	Project Temporary Traffic Control	LS	1	\$ 63,500.00	\$ 63,500.00	1	\$ 63,500.00	1	\$ 63,500.00	0	\$ -	100%
4	Clearing and Grubbing	LS	1	\$ 2,750.00	\$ 2,750.00	1	\$ 2,750.00	1	\$ 2,750.00	0	\$ -	100%
5	Removal of Structures and Obstructions	LS	1	\$ 6,000.00	\$ 6,000.00	1	\$ 6,000.00	1	\$ 6,000.00	0	\$ -	100%
6	Unclassified Excavation Incl. Haul	CY	380	\$ 65.00	\$ 24,700.00	395.10	\$ 25,681.50	395.10	\$ 25,681.50	0	\$ -	104%
7	Crushed Surfacing Base Course	TON	530	\$ 47.00	\$ 24,910.00	574.50	\$ 27,001.50	574.50	\$ 27,001.50	0	\$ -	108%
8	Planing Bituminous Pavement	SY	1,720	\$ 6.25	\$ 10,750.00	1,720	\$ 10,750.00	1,720	\$ 10,750.00	0	\$ -	100%
9	HMA Cl. 1/2-Inch PG 64H-28	TON	250	\$ 180.00	\$ 45,000.00	409.56	\$ 73,720.80	409.56	\$ 73,720.80	0	\$ -	164%
10	Adjust Manhole	EA	2	\$ 530.00	\$ 1,060.00	2	\$ 1,060.00	2	\$ 1,060.00	0	\$ -	100%
11	Adjust Catch Basin	EA	1	\$ 530.00	\$ 530.00	1	\$ 530.00	1	\$ 530.00	0	\$ -	100%
12	Adjust Valve Box	EA	4	\$ 530.00	\$ 2,120.00	4	\$ 2,120.00	4	\$ 2,120.00	0	\$ -	100%
13	Abandon Water Valve	EA	3	\$ 600.00	\$ 1,800.00	3	\$ 1,800.00	3	\$ 1,800.00	0	\$ -	100%
14	Inlet Protection	EA	6	\$ 103.00	\$ 618.00	6	\$ 618.00	6	\$ 618.00	0	\$ -	100%
15	Silt Fence	EA	40	\$ 8.15	\$ 326.00	40	\$ 326.00	40	\$ 326.00	0	\$ -	100%
16	Landscape Restoration	FA	1	\$ 10,000.00	\$ 10,000.00	0.71	\$ 7,078.25	0.71	\$ 7,078.25	0	\$ -	71%
17	Cement Conc. Traffic Curb and Gutter	LF	20	\$ 68.00	\$ 1,360.00	20	\$ 1,360.00	20	\$ 1,360.00	0	\$ -	100%
18	Cement Conc. Traffic Curb	LF	126	\$ 59.00	\$ 7,434.00	134	\$ 7,906.00	134	\$ 7,906.00	0	\$ -	106%
19	Roundabout Cement Conc. Curb and Gutter	LF	480	\$ 64.00	\$ 30,720.00	480	\$ 30,720.00	480	\$ 30,720.00	0	\$ -	100%
20	Roundabout Truck Apron Cement Conc. Curb and Gutter	LF	270	\$ 64.00	\$ 17,280.00	270	\$ 17,280.00	270	\$ 17,280.00	0	\$ -	100%
21	Roundabout Splitter Island Nosing Curb	EA	4	\$ 560.00	\$ 2,240.00	4	\$ 2,240.00	4	\$ 2,240.00	0	\$ -	100%
22	Flexible Guide Posts	EA	10	\$ 350.00	\$ 3,500.00	10	\$ 3,500.00	10	\$ 3,500.00	0	\$ -	100%
23	Pigmented Cement Conc. Splitter Island	SY	200	\$ 126.00	\$ 25,200.00	200	\$ 25,200.00	200	\$ 25,200.00	0	\$ -	100%
24	Pigmented Cement Conc. Truck Apron	SY	200	\$ 145.00	\$ 29,000.00	200	\$ 29,000.00	200	\$ 29,000.00	0	\$ -	100%
25	Cement Conc. Crosswalk Refuge Area	SY	50	\$ 94.50	\$ 4,725.00	50	\$ 4,725.00	50	\$ 4,725.00	0	\$ -	100%
26	Cement Conc. Sidewalk 4-Inch Thick	SY	50	\$ 99.00	\$ 4,950.00	59.70	\$ 5,910.30	59.70	\$ 5,910.30	0	\$ -	119%

CONSTRUCTION PROGRESS ESTIMATE

Second Street Roundabout

CITY OF CLE ELUM
119 WEST 1ST STREET
CLE ELUM, WA 98922



TO: Interwest Construction Inc
 609 North Hill Blvd.
 Burlington, WA 98233

HLA PROJECT NO.: 23042
TIB PROJECT NO. 6-E-930(007)-1
PROGRESS ESTIMATE NO.: 4 & Final
FROM: Sep. 01, 2025 **TO:** Sep. 30, 2025

BID ITEM NO.	DESCRIPTION	UNIT	CONTRACT TOTAL (Contract + COs)			TOTAL WORK TO DATE		PREVIOUS PAID		AMOUNT DUE NOW (Total - Previous)		PERCENT CONTRACT COMPLETE
			QTY	UNIT PRICE	COST	QTY	COST	QTY	COST	QTY	COST	
27	Cement Conc. Curb Ramp	EA	3	\$ 3,600.00	\$ 10,800.00	3	\$ 10,800.00	3	\$ 10,800.00	0	\$ -	100%
28	Adjust Junction Box	EA	1	\$ 1,161.00	\$ 1,161.00	1	\$ 1,161.00	1	\$ 1,161.00	0	\$ -	100%
29	Illumination System, Complete	LS	1	\$ 18,500.00	\$ 18,500.00	1	\$ 18,500.00	0.70	\$ 12,950.00	0.30	\$ 5,550.00	100%
30	Rapid Flashing Beacon System, Complete	EA	1	\$ 37,700.00	\$ 37,700.00	1	\$ 37,700.00	1	\$ 37,700.00	0	\$ -	100%
31	Permanent Signing	LS	1	\$ 14,000.00	\$ 14,000.00	1	\$ 14,000.00	1	\$ 14,000.00	0	\$ -	100%
32	Pavement Markings	LS	1	\$ 12,850.00	\$ 12,850.00	1	\$ 12,850.00	1	\$ 12,850.00	0	\$ -	100%

Project Total		\$ 484,484.00	\$ 513,709.17	\$ 508,159.17	\$ 5,550.00	106%
<u>Retainage Withheld</u> 5%			<u>\$ (25,685.46)</u>	<u>\$ (25,407.96)</u>	<u>\$ (277.50)</u>	
Amount Due Progress Estimate No. 4 & Final			\$ 488,023.71	\$ 482,751.21	\$ 5,272.50	

I hereby certify that the foregoing is a true and correct statement of the work performed under this contract.

Brad Cooper, PE

I hereby accept the Final Progress Estimate and Final Contract Voucher Certification, in accordance with Section 1-09.9 of the WSDOT Standard Specifications.

Interwest Construction Inc

CONSTRUCTION PROGRESS ESTIMATE

SCHEDULE OF VALUES

City of Cle Elum

Second Street Roundabout



TO: Interwest Construction Inc
 609 North Hill Blvd.
 Burlington, WA 98233

HLA PROJECT NO.: 23042

TIB PROJECT NO. 6-E-930(007)-1

BID ITEM NO.	BID ITEM NAME	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE	PERCENT OF ITEM COMPLETE
2	Mobilization	5% Completion = 50% Payment	1	LS	\$ 24,500.00	\$ 24,500.00	100%
2	Mobilization	10% Completion = 100% Payment	1	LS	\$ 24,500.00	\$ 24,500.00	100%
3	Project Temporary Traffic Control	3.01 - Traffic Control Set Up	1	LS	\$ 28,500.00	\$ 28,500.00	100%
3	Project Temporary Traffic Control	3.02 - Daily Traffic Control	30	DAY	\$ 500.00	\$ 15,000.00	100%
3	Project Temporary Traffic Control	3.03 - Traffic Control Take Down	1	LS	\$ 20,000.00	\$ 20,000.00	100%
4	Clearing and Grubbing	Percentage Complete	1	LS	\$ 2,750.00	\$ 2,750.00	100%
5	Removal of Structures and Obstructions	Percentage Complete	1	LS	\$ 6,000.00	\$ 6,000.00	100%
29	Illumination System, Complete	29.01 - 35% Complete	1	LS	\$ 6,475.00	\$ 6,475.00	100%
29	Illumination System, Complete	29.02 - 70% Complete	1	LS	\$ 6,475.00	\$ 6,475.00	100%
29	Illumination System, Complete	29.03 -100% Complete	1	LS	\$ 5,550.00	\$ 5,550.00	100%
31	Permanent Signing	Percentage Complete	1	LS	\$ 14,000.00	\$ 14,000.00	100%
32	Pavement Markings	Percentage Complete	1	LS	\$ 12,850.00	\$ 12,850.00	100%



Final Contract
Voucher Certification
City of Cle Elum

PROJECT NAME: Second Street Roundabout

PROJECT NUMBER: 23042

Date Work Physically Completed: September 30, 2025

Final Contract Amount: \$513,709.17


All work on the above referenced project has been completed in accordance with the contract documents and the final inspection has been completed, including all required project documentation.

I, the undersigned, certify and declare, under penalty of perjury under the laws of the State of Washington, that the foregoing is true and correct: I am authorized to sign for the claimant; that in connection with the work performed and, to the best of my knowledge, no loan, gratuity or gift in any form whatsoever has been extended to any employee of the City of Cle Elum; nor have I rented or purchased any equipment or materials from any employee of the City of Cle Elum; that the attached final estimate is a true and correct statement showing all the monies due the claimant from the City of Cle Elum for work performed and material furnished under this Contract; that I have carefully examined said final estimate and understand the same and; that I, on behalf of the claimant, hereby release and forever discharge the City of Cle Elum from any and all claims of whatsoever nature which I or the claimant may have, arising out of the performance of said Contract, which are not set forth in said final estimate.

The undersigned, Interwest Construction, Inc., also hereby certifies that all subcontractors, suppliers, and employees have been paid in accordance with the Contract Documents and all applicable laws, except for Retainage, if any, remaining to be paid.

Contractor: Interwest Construction, Inc.

Address: 609 North Hill Blvd
Burlington, WA 98233

Authorized Official:  Date: 10-14-25
Contractor Signature

Print Name: Ray Swisher Title: President

City of Cle Elum
SECOND STREET ROUNDABOUT

HLA PROJECT NO.: 23042

“PUNCH LIST”

June 30, 2025

This Punch List is for the purpose of aiding the General Contractor in completing the work of the project in accordance with the Contract Documents. Failure to include an item on this list does not alter the responsibility of the General Contractor to complete all work in accordance with the Contract Documents.

These remaining work items must be completed as soon as possible. Please notify this office when the work is complete and return an initialed and dated copy of all completed Punch List items. Upon completion of all work items, a final inspection by this office and the City of Cle Elum will be conducted in accordance with Section 1-05.11, and final acceptance can be recommended to the City in accordance with Section 1-05.12 of the Standard Specifications.

Present: Mathew Bailey (City of Cle Elum)
Jesse Chavez, Max Sanchez, Jason Zapel (Interwest Construction, Inc.)
Aaron Hatfield, Jason Pratt, Jerry Moss (WSDOT)
Keegan Lacoursiere, Taylor Denny (HLA)

Items marked with “G” are general notes that need to be corrected wherever they occur.

GENERAL	Corrected By:	Completed Date:
Breakaway bases on all new signs	ICI	<u>2/6/26</u>
Galvanized sleeves for snow markers	ICI	<u>7/8/25</u>
Place gravel from end of sidewalk to alley on east side of Stafford	ICI	<u>6/30/25</u>
Landscape Restoration	ICI	<u>6/30/25</u>
Install Rapid Flashing Beacons	ICI	<u>7/31/25</u>
Remove silt fence, west side of Stafford	ICI	<u>7/31/25</u>
Remove inlet protection	ICI	<u>7/31/25</u>
Remove traffic control	ICI	<u>7/31/25</u>
Pour light pole bases and install poles	ICI/PSE	<u>11/18/25</u>
Clean up on northwest corner	ICI	<u>7/31/25</u>
Repair unraveled HMA on center island	ICI	<u>3/26/26</u>
ADMINISTRATIVE	Corrected By:	Completed Date:
ICI approved affidavit	ICI	<u>3/6/26</u>
Ground up approved affidavit	G.Up	<u>2/20/26</u>
Proline approved affidavit	Proline	<u>10/13/25</u>
Proline City Business License	Proline	<u>2/11/26</u>
NW Traffic approved affidavit	NWT	<u>2/4/26</u>

509 Electric approved affidavit
Northwest Striping approved affidavit
Mark Hunt approved affidavit
Grass seed submittal (16.01)
Scale certifications

<u>509</u>	<u>1/28/26</u>
<u>NWSS</u>	<u>2/9/26</u>
<u>MH</u>	<u>10/17/25</u>
<u>ICI</u>	<u>2/16/26</u>
<u>ICI</u>	<u>2/16/26</u>

February 18, 2026

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

Attn: Robert Omans, City Administrator

RE: GCC 1137 – SR 903 and Stafford Ave Roundabout
SR 903 MP 2.24 – 2.28

The final state inspection of the above-mentioned project occurred on February 6, 2026. All items identified in the walkthrough have been addressed and a set of as-built plans was submitted to this office on February 16, 2026. All work and documentation associated with this project have been completed to the department's satisfaction, and the agreement will be closed.

If you have any questions, please contact me at (509) 577-1635.

Sincerely,

Jacob Prilucik
Development Services Manager

cc: File
Raegan Cappelletti, SCR Agreements
Brad Cooper, HLA Engineering and Land Surveying, Inc.

CITY OF CLE ELUM
City Finance Department

**AGENDA STAFF
REPORT**

AGENDA DATE: April 14, 2026

ACTION REQUESTED: Authorize the Mayor to sign Ordinance #1725 approving a budget amendment allocating \$75,000 to the general fund.

BACKGROUND: At the February 24th council meeting, the council approved an interfund loan of up to \$300,000. March 10, 2026, council approved a budget amendment for \$50,000. This budget amendment allocates \$75,000 of that amount, enabling the general fund to remain financially stable.

RECOMMENDATION: Authorize the Mayor to sign Ordinance #1725 approving a budget amendment allocating \$75,000 to the general fund.

ATTACHMENTS: Budget Amendment Ordinance #1725

LEAD STAFF: Robin Newcomb

CITY OF CLE ELUM

WASHINGTON

ORDINANCE NO. 1725

**AN ORDINANCE OF THE CITY OF CLE ELUM, WASHINGTON AMENDING THE 2026 BUDGET,
AS ADOPTED BY ORDINANCE NO. 1711, PROVIDING FOR SEVERABILITY;
AND ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, the CITY OF CLE ELUM adopted the 2026 budget in final form by Ordinance No. 1711 on the 25TH day of November, 2025 and

WHEREAS, subsequent thereto it has become necessary for the City to amend said ordinance because of revenues and expenditures of same, which could not reasonably have been foreseen at the time of adopting said budget; and

WHEREAS, said expenditures are not one of the emergencies specifically enumerated in RCW 35A.33.080; and

WHEREAS, the City is desirous of amending its budget pursuant to RCW 35A.33.120; and

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

Section 1. The following accounts contained in the 2026 Budget are hereby amended as set forth below.

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.

Fund, Account No. & Name	Current Budget	This Amendment	New Ending
General Fund (#001)			
REVENUE:			
001.397.00.01.001 -- Transfer In From Sewer Fund #409	0	75,000.00	75,000.00
		75,000.00	
EXPENSE:			
001.508.91.00.001 -- Ending Balance	354,144.00	75,000.00	429,144.00
		75,000.00	
Sewer Fund (#409)			
EXPENSE:			
409.597.00.01.409 -- Transfer Out To General Fund #001	0	75,000.00	75,000.00
409.508.51.00.409 -- Ending Balance	266,871.00	(75,000.00)	191,871.00
		(75,000.00)	

ADOPTED BY THE CLE ELUM CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE _____ DAY OF _____, 2026

ATTEST / AUTHENTICATED:

CITY OF CLE ELUM

Debbie Lee, City Clerk

Matthew Lundh, Mayor

APPROVED AS TO FORM:

Inslee Best, City Attorney

Date of Publication: _____

Effective Date: _____



**UPPER KITTITAS COUNTY
Community Recreation Center**

3493 Airport Road, Cle Elum, WA 98922



March 16, 2025

Dear Members of the Cle Elum Lodging Tax Advisory Committee,

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

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

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

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

Sincerely,

Claire Nicholls
President
Upper Kittitas County Community Recreation Center Alliance

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

Application Year: 2026

Name of Organization: Upper Kittitas County Community Recreation Center Alliance

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

Organization contact person & title: Claire Nicholls, President

Organization/contact phone: 509-260-1241

Email: clairenicholls@heinlegacyfoundation.org

Organization Website: recreationukc.org

Federal Tax ID Number: 86-3482779 UBI Number: 604 748 160

Organization is a (select one):

Government Entity

501(c)3

501(c)6

(note: you must submit 501(c)3 or 501(c)6 approval documentation)

Project/Event Name: Upper Kittitas County Community Recreation Center

Project/Event Date: ongoing

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

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

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

New Project/Event Ongoing Project/Event Support

Estimated # of overnight stays: _____

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

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

APPLICATION QUESTIONS

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

1.A. Description of Project

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Construction funding:

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

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

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

Since 2021, the following funds have been raised:

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

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

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

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

Evidence utilized in determining projections.

See 1B above

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

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

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

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

Since 2021, the following funds have been raised:

Source	Amount	Purpose / Notes
Suncadia (2021)	\$2,000,000	Funded feasibility study, schematic and detailed design
Suncadia/Bullfrog Flats (Promissory Note)	\$2,000,000 (due 2028)	Legally obligated contribution to City of Cle Elum for the project
Hein Legacy Foundation	\$20,000 secured + \$1–2M committed	Additional \$1–2M contingent on bond + sales tax approval
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Individual Donor	\$100,000	Held and used for reimbursable pre-development activities

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

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

TBD

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

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

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

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

Annual Operating Expenses:	
Salaries and Wages	\$1,526,319
Utilities	193,600
Capital replacement fund	55,000
Contract services	47,000
Insurance	37,000
Chemicals	35,000
Maintenance and repair materials	20,000
Janitorial, recreation, and office supplies	48,000
Advertising	20,000
Credit card fees (75% of fees x 3.5%)	26,536
Other	<u>54,749</u>
Total Annual Operating Expenses, Including Capital Replacement Fund	\$2,063,204

Annual Revenues:	
Membership and admission fees	615,054
Aquatic rentals and facility rentals	77,000
Aquatic programs (e.g., swim lessons)	56,706
General fitness programs (e.g., exercise classes)	218,619
Other	<u>43,500</u>
Total Annual Revenues	\$1,010,879
Difference	(\$1,052,325)
Recovery	49%

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

NA

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

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

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

10. Application Certification:

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

Certified by: Claire Nicholls

Print Name: Claire Nicholls

Title: President

Date: 3/27/20

Attachments

IRS Determination Letter

EXECUTIVE SESSION SCRIPT

Date: April 14, 2026, Starting Time: 21:04 p.m.
9:04

“The city council will now meet in executive session for a period of 20 minutes to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, pursuant to RCW 42.30.110(1)(i).”

(Identify the RCW that applies

“The council is/is not expected to take final action following the executive session.”

If an extension is required, the mayor/presiding officer emerges from the room in which the session is being held and makes the following announcement:

(Time: 21:24 a.m. / p.m.)
9:24

“The council is extending the executive session for a period of 15 minutes, until 21:41 a.m. / p.m.”
9:39
9:41
10 21:51

(Ending Time: 21:51 a.m. / p.m.)

Note: The city council may hold executive sessions from which the public may be excluded, for those purposes set forth in RCW 42.30.110. Before convening an executive session, the mayor/presiding officer must announce the purpose of the session and the anticipated time when the session will be concluded. Should the session require more time, a public announcement shall be made that the session is being extended.

Give this form to the city clerk upon completion.

This form does not constitute legal advice. Consult with counsel regarding sufficiency of your script.