

CITY ADMINISTRATOR
ROBERT OMANS

**ASSISTANT CITY
ADMINISTRATOR**
ERICA KRUM

CITY CLERK
DEBBIE LEE

FINANCE DIRECTOR
ROBIN NEWCOMB

PUBLIC WORKS DIRECTOR
MATHEW BAILEY

POLICE CHIEF
RICH ALBO

FIRE CHIEF
ED MILLS

PLANNING DIRECTOR
SHANNON JOHNSON

**City Council
Agenda
May 26, 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
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**
2. **Public Comment – Limited to 5 Minutes per Speaker**
3. **Announcements, Appointments, Awards, and Recognition**
 - a. Steven Harper — Certificate of Advanced Municipal Leadership
 - b. Proclamation — Commemorating the Service of Councilmember Jon Cornelius
 - c. Appointment of Council Position No. 4

Jessi Campbell

Sarah Hubbard

An executive session pursuant to RCW 42.30.110 (1)(h) may be held to evaluate the candidates' qualifications for appointment to elective office. However, any candidate interviews and the final action of appointing a candidate to the vacant position shall be held in a meeting open to the public.

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:

City Council Agenda

May 26, 2026

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- a. Council Meeting Minutes — May 12, 2026
 - b. Payables — May 26, 2026 — \$573,220.00
 - c. Special Meeting Minutes — April 20, 2026
 - d. Ratify Mayor's Signature — Rental Agreement
6. **Department Head Reports**
- a. Rob Omans — City Administrator
 - b. Mathew Bailey — Public Works Director
 - c. Rich Albo — Chief of Police
 - d. Amy Pridemore — Library Director
7. **Public Appearances – 15-Minute Limit**
- a. Cle Elum Downtown Association — Kaylee Thompson
8. **Business Requiring Public Hearings**
- a. Continuation: Right-of-Way Vacation, Habitat for Humanity — Shannon Johnson — Planning Director
9. **Unfinished Business**
- a. Ordinance 1729 — Right-of-Way Vacation, Habitat for Humanity — Shannon Johnson — Planning Director
 - b. Ordinance 1728 — Atlas Networks Franchise agreement (Second Reading) — Shannon Johnson — Planning Director
10. **New Business**
- a. Signalized Intersection Safety Improvements Supplemental Agreement — HLA
 - b. First Street and Oakes Avenue Resurfacing Supplemental Agreement — HLA
 - c. Resolution 2026-020 — Cemetery Rate Schedule — Mathew Bailey — Public Works Director
 - d. Upper Kittitas County Youth Baseball and Softball Association (UKCYBSA) Park Use Contract — Councilmember Cook
 - e. Criminal Justice Training Commission 2026 Wellness Grant Contract— Rich Albo — Chief of Police
 - f. Criminal Justice Training Commission HB 2015 Grant Contract — Rich Albo — Chief of Police
 - g. Victims Advocate Services Contract — Rich Albo — Chief of Police
11. **Report of Committees**
- a. Public Works & Community Development
 - b. Public Safety & Health
 - c. Lodging Tax & Events
 - d. General Government

City Council Agenda May 26, 2026

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12. **Councilmember Comments - Limited to 5 Minutes**
13. **Mayor's Report**
14. **Adjournment**

Upcoming Meetings:

Regular Council Meeting — at 6:00 p.m.

Planning Commission Meeting — at 6:00 p.m.

General Government Committee Meeting — at 8:30 a.m.

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

Public Safety & Health Committee Meeting — at 9:00 a.m.

Public Works & Community Development Committee Meeting — at 1:00 p.m.

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

Historical Preservation Commission Meeting — at 3:00 p.m.

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

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 Harper has been awarded Advanced Certificate of Municipal Leadership

OLYMPIA, WA **Councilmember Steven Harper** recently earned an Advanced 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)

Those who earn the advanced certificate have continued to strive for excellence by attending conferences and trainings, serving their community, and further developing leadership skills.

"Being a city leader in Washington is a complex job," said AWC CEO Deanna Dawson. "Through our Advanced 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."

To earn the Advanced Certificate of Municipal Leadership, Steven Harper completed more than 60 hours of training and demonstrated local community service.

Steven Harper has been a councilmember since 2014

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 Advanced Certificate of Municipal Leadership

AWC recognizes

Councilmember Steven Harper

City of Cle Elum

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

Presented: April 13, 2026



Fred Brink
AWC President



PROCLAMATION COMMEMORATING THE SERVICE OF COUNCILMEMBER JON CORNELIUS

WHEREAS, public service is essential to the strength and success of local government, and dedicated citizens who volunteer their time and talents help ensure the continued progress of the City of Cle Elum; and

WHEREAS, Councilmember Jon Cornelius faithfully served the community as a member of the Cle Elum Planning Commission from April 2024 through December 2025, providing thoughtful input and careful consideration on matters impacting the future growth and development of the City; and

WHEREAS, Councilmember Cornelius continued his commitment to public service by serving on the Cle Elum City Council from January 2026 through April 2026, contributing his time, perspective, and dedication to the residents of Cle Elum; and

WHEREAS, throughout his service, Councilmember Cornelius demonstrated a willingness to engage in civic affairs and support the important work of local government on behalf of the community; and

WHEREAS, the City of Cle Elum recognizes and appreciates the value of citizens who step forward to serve, and acknowledges the numerous positive contributions Councilmember Cornelius has made to the community through his public service; and

WHEREAS, while his formal service in these roles has concluded, it is the expectation and hope of the City that he will continue to participate in public life and remain engaged in supporting and strengthening the Cle Elum community in other meaningful ways;

NOW, THEREFORE, I, Matthew Lundh, Mayor of the City of Cle Elum, Washington, on behalf of the Cle Elum City Council and the residents of Cle Elum, do hereby recognize and honor

COUNCILMEMBER JON CORNELIUS

for his dedicated service to the City of Cle Elum and extend sincere appreciation and best wishes for his future endeavors and continued community involvement.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Cle Elum to be affixed this 26th day of May 2026.

Matthew Lundh
Mayor, City of Cle Elum



Board/Commission Application

Your Personal Information

NAME

Jessi Campbell

EMAIL ADDRESS

campbelljes@live.com

ADDRESS

206 Yakima Ave
Cle Elum, Washington 98922
United States

PHONE NUMBER

(509) 260-1872

Minimum Requirements Verification

POSITION YOU'RE APPLYING FOR

City Council Position 1

DATE OF BEGINNING OF RESIDENCY WITHIN CITY LIMITS

07/01/2015

REQUIREMENTS VERIFICATION

- I am a registered voter within Kittitas County, City of Cle Elum
- I have continuously resided within the Cle Elum city limits since the date above

More About You

WHY ARE YOU INTERESTED IN SERVING ON THE CLE ELUM CITY COUNCIL?

Other than short times away while attending college, I have lived in Cle Elum my entire life. In that time I have watched this town grow and evolve. While I understand the need for growth, I also understand the desire to keep this town the place we all think is so special. Cle Elum is experiencing change, and it is important that we plan carefully so that growth benefits both current residents and future generations.

Serving on the City Council would be an opportunity to give back to a community that means so much to me. I want to represent the voices of local residents and work collaboratively to make decisions that strengthen Cle Elum for years to come.

EXPLAIN YOUR CURRENT AND PAST COMMUNITY INVOLVEMENT AND/OR SERVICE ON CITY, NON-PROFIT, OR PUBLIC BOARDS, COMMITTEES, TASK FORCES, OR COMMISSIONS.

I have been actively involved in the Cle Elum community through volunteer service, leadership, and public safety. I in the past I have served as a firefighter/EMT with the Cle Elum Fire Department. I have also served as the secretary of the Firefighters Association Board, and as the Fire Department Secretary. In these roles I helped with meeting organization, recordkeeping, communication, and supporting activities that benefit

both our firefighters and the community. While I am no longer the secretary for either, I am currently on the board of the department association.

In addition to my fire service involvement, I serve on the leadership team for my children's homeschool co-op. In this role, I work with other parents to help plan activities, coordinate programs, and support educational opportunities for local families.

While I have not served on other formal city boards or commissions, these roles have given me meaningful leadership experience and a strong foundation in community service. They have strengthened my skills in collaboration, communication, and organization, and they reflect my commitment to serving Cle Elum and helping our community thrive.

LIST ANY APPLICABLE EDUCATION, OCCUPATION, OR SPECIALIZED EXPERIENCE THAT YOU WOULD BRING TO THE COUNCIL.

Professionally and through my volunteer service, I have developed strong organizational skills, attention to detail, and the ability to review information carefully and make thoughtful decisions.

Most importantly, I care deeply about Cle Elum and am committed to helping our community succeed. I want to see Cle Elum continue to grow thoughtfully while preserving the character, values, and quality of life that make it such a special place to live and raise a family.

DO YOU HOLD ANY OTHER ELECTED PUBLIC OFFICE?

No

DO YOU PARTICIPATE IN OR ARE INVOLVED IN ANY CONTRACTS WITH THE CITY OF CLE ELUM OR DO YOU FORSEE ANY CONFLICTS OF INTEREST WITH YOUR CURRENT EMPLOYMENT OR CIVIC POSITIONS?

No

IF APPOINTED, DO YOU PLAN TO SEEK ELECTION TO THIS POSITION?

Yes

PLEASE ATTACH ANY RESUMES, LETTERS OF RECOMMENDATION, OR OTHER ITEMS YOU WOULD LIKE INCLUDED WITH YOUR APPLICATION BELOW:

TERMS AND CONDITIONS

By submitting this application, I certify that the information provided is true to the best of my knowledge.

Pursuant to the Washington Public Disclosure Act, (RCW 42.56), this form constitutes a public record and is subject to public release upon request. Prior to release, the following information may be redacted pursuant to RCW 42.56.250(3): Residential addresses, residential telephone numbers, personal wireless telephone numbers, personal electronic mail addresses, social security numbers, driver's license numbers, identicard numbers, and emergency contact information of employees or volunteers of a public agency, and the names, dates of birth, residential addresses, residential telephone numbers, personal wireless telephone numbers, personal electronic mail addresses, social security numbers, and emergency contact information of dependents of employees or volunteers of a public agency.

Applicants are considered for appointment without regard to race, color, religion, gender, national origin, sexual orientation, age, genetic information, marital or veteran status, or the presence of any disability.

☒ **I agree to these terms and conditions**



Board/Commission Application

Your Personal Information

NAME

Sarah Hubbard

EMAIL ADDRESS

sarahmhub@gmail.com

ADDRESS

306 Perry Lane
Cle Elum, Washington 98922
United States

PHONE NUMBER

(512) 630-6490

Minimum Requirements Verification

POSITION YOU'RE APPLYING FOR

City Council Position 1

DATE OF BEGINNING OF RESIDENCY WITHIN CITY LIMITS

10/22/2023

REQUIREMENTS VERIFICATION

- I am a registered voter within Kittitas County, City of Cle Elum
- I have continuously resided within the Cle Elum city limits since the date above

More About You

WHY ARE YOU INTERESTED IN SERVING ON THE CLE ELUM CITY COUNCIL?

My husband and I made Cle Elum our home in 2020 and have truly fallen in love with this community. We are so proud to live in this city and we look forward to raising our family here. While I don't have any prior experience serving in local government, I do believe in civic participation and want to do my part to steward and give back to this place we love. I'm also eager to learn more about how local government works from the inside and to better understand the systems that shape our daily lives.

EXPLAIN YOUR CURRENT AND PAST COMMUNITY INVOLVEMENT AND/OR SERVICE ON CITY, NON-PROFIT, OR PUBLIC BOARDS, COMMITTEES, TASK FORCES, OR COMMISSIONS.

I am currently involved in the community through Swiftwater Church. I was previously a member of the Rotary Club, where I had the opportunity to connect with community members and service activities. While a lot of my civic involvement and professional life has mostly taken place at a national and institutional level, I'm excited to participate in more public service within the community that I live.

LIST ANY APPLICABLE EDUCATION, OCCUPATION, OR SPECIALIZED EXPERIENCE THAT YOU WOULD BRING TO THE COUNCIL.

I'm currently the Associate Director for Technology & Democracy at the Harvard Kennedy School's Allen Lab for Democracy Renovation where I lead a research program on technology governance and responsible AI. Along with research and policy development, I manage strategy, partnerships, grant writing, communications, and a team of research assistants. Some of my work is currently focused on the opportunities and challenges of technology at the municipal level. Prior to this role, I spent many years as a senior product manager at Apple and Microsoft where I led several cross-functional teams, partnerships, and complex initiatives for engineering teams. I hold a B.S. in Informatics from the University of Washington.

I hope to bring both my professional background in technology policy, organizational management, and public engagement to the role, along with my perspective as a community member, future mother, and neighbor.

DO YOU HOLD ANY OTHER ELECTED PUBLIC OFFICE?

No

DO YOU PARTICIPATE IN OR ARE INVOLVED IN ANY CONTRACTS WITH THE CITY OF CLE ELUM OR DO YOU FORSEE ANY CONFLICTS OF INTEREST WITH YOUR CURRENT EMPLOYMENT OR CIVIC POSITIONS?

No

IF APPOINTED, DO YOU PLAN TO SEEK ELECTION TO THIS POSITION?

Yes

PLEASE ATTACH ANY RESUMES, LETTERS OF RECOMMENDATION, OR OTHER ITEMS YOU WOULD LIKE INCLUDED WITH YOUR APPLICATION BELOW:

- [Sarah-Hubbard-Resume-May-2026.pdf](#)

TERMS AND CONDITIONS

By submitting this application, I certify that the information provided is true to the best of my knowledge.

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Applicants are considered for appointment without regard to race, color, religion, gender, national origin, sexual orientation, age, genetic information, marital or veteran status, or the presence of any disability.

☒ **I agree to these terms and conditions**

CLE ELUM CITY COUNCIL
MINUTES
MAY 12, 2026
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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
Audrey Malek
Steven Cook

Staff Present:

Matthew Lundh - Mayor
Rob Omans - City Administrator
Erica Krum - Assistant City Administrator
Mathew Bailey - Public Works Director
Shannon Johnson - Planning Director
Colleda Monick - Planning Consultant
William LaRue - Utilities Operations Manager
Ed Mills - Fire Chief

2. Public Comment – Limited to 5 Minutes per Speaker

The following individuals addressed the Council:

Tracy Taylor
Shanna Morarity
Brian Tate

3. Announcements, Appointments, Awards, and Recognition

a. [Appoint Tiffany Voelzke-Yao to the Library Board of Trustees](#)

MOTION: Councilmember Buechle-Curtis made a motion to appoint Tiffany Voelzke-Yao to the Library Board of Trustees; seconded by Councilmember Malek.
MOTION : 6 yes 0 no.

b. [Proclamation — Peace Officers Memorial Day](#)

Mayor Lundh read and signed the Peace Officers Memorial Day Proclamation.

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c. [Proclamation — Public Works Week](#)

Mayor Lundh read and signed the Public Works Week Proclamation. This proclamation was presented to Public Works Director, Mathew Bailey.

4. **Approval of Meeting Agenda**

MOTION: Councilmember Malek made a motion to approve the Meeting Agenda with the addition of Coal Mine Trail Commission to Report of Committees as 11 E; seconded by Councilmember Cook.

MOTION : 6 yes 0 no.

5. **Consent Agenda**

MOTION: Councilmember Cook made a motion to adopt the Consent Agenda; seconded by Councilmember Williams.

MOTION : 6 yes 0 no.

a. [Council Meeting Minutes — April 28, 2026](#)

b. [Special Meeting Minutes — April 14, 2026](#)

c. [Payables — May 12, 2026 — \\$309,340.26](#)

d. [Payroll Vouchers — May 5, 2026 — \\$401,005.14](#)

6. **Department Head Reports**

a. [Rob Omans — City Administrator](#)

See attached report.

Rob Omans, City Administrator, encouraged citizens to sign up for My Water Advisory. This app helps you track your water usage and can alert you if there is a leak. The City has also finished the network configuration upgrade that was started last year. This was to modernize the system and replace one firewall with ten firewalls and unify the network.

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b. [Shannon Johnson — Planning Director](#)

See attached report.

c. [Mathew Bailey — Public Works Director](#)

See attached report.

Mathew Bailey brought a sample of the sewer liner material for the council to see. This is the slip lining that is being installed in our sewer mains now.

d. [Rich Albo — Police Chief](#)

See attached report.

Mayor Lundh read Rich Albo's staff report since he is at WASPC (Washington Association of Sheriffs and Police Chiefs) this week.

e. [Ed Mills — Fire Chief](#)

See attached report.

Mayor Lundh inquired about the potential for an early burn ban this year. Chief Mills indicated that a decision may be made next month; however, many factors must be considered, and the implementation is not imminent. Chief Mills also reported that the lower county is moving to a moderate classification on the burn radar.

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

See attached report.

The graphs on the report do not accurately reflect the numbers but the percentages are correct.

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

8. **Business Requiring Public Hearings**

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a. **Public Hearing: Right-of-Way Vacation, Habitat for Humanity — Colleda Monick — Planning Consultant**

Colleda Monick, the Planning Consultant, addressed public comments and stated that a traffic study was not required for this proposal. If approved, the vacated right of way will be designated for single-family residential use. This item pertains solely to the consideration of vacating the right of way; no land use decisions are being evaluated during this public hearing.

Councilmember Ratliff is worried there may not be enough space for emergency vehicles on the roads. Councilmember Cook asked if emergency response vehicles would be able to reach homes. Colleda Monick confirmed that emergency vehicles could access homes on East 2nd, East 3rd, and Floral Street, noting this serves as the main access for residents.

Councilmember Harper expressed concerns that this right of way would complicate city maintenance and snow removal, while Councilmember Cook disagreed, stating that the city plows behind his house every winter.

Concerns were also raised about fish-bearing streams, which Fish and Wildlife confirmed exist. Councilmember Ratliff mentioned he does not see a stream, while Councilmember Cook stated he has seen the stream along Floral Street every day. Mark Brown, Principal Architect for this project, noted that Washington Fish & Wildlife has classified the stream on Floral as a critical area, requiring a certain distance to be maintained from it. He also mentioned that city codes emphasize having access through alleys.

Poll Vote to move this public hearing to the next council meeting: MOTION: Councilmember Harper made a motion to move this public hearing to the next council meeting; seconded by Councilmember Ratliff.

MOTION : 2 yes 4 no.

John Gill, Chief Officer of Habitat for Humanity, participated via Zoom and expressed enthusiasm for providing permanent affordable housing in Kittitas County. He noted that the orientation of the houses would be designed to align with the aesthetics of the community. John emphasized Habitat for Humanity's commitment to community collaboration and willingness to address any concerns.

Discussion also occurred regarding the potential paving of the alleyways and the possibility of a shrubbery buffer along the west alleyway; however, no definitive decisions were made as discussion continued about keeping this public hearing open.

MOTION: Councilmember Harper made a motion to keep the hearing open for the next 2 weeks; seconded by Councilmember Ratliff. The mayor broke the tie with a vote in favor of keeping the public hearing open.

MOTION : 3 yes 3 no.

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9. Unfinished Business

a. Resolution 2026-015 — Safety Action Plan — Colleda Monick — Planning Consultant

This plan is the City's roadmap for improving transportation safety and positioning the city for future grant funding.

MOTION: Councilmember Harper made a motion to adopt resolution 2026- 015 with the understanding the they are adopting the plan with the stated scribners errors corrected; seconded by Councilmember Cook.

MOTION : 6 yes 0 no.

b. Resolution 2026-018 — Ratifying purchases from Intermountain/Radio Shack and Timesaver PC

Councilmember Cook requested that the council enter executive session for a duration of 20 minutes, with a planned return time of 8:47 PM. The session was subsequently extended for an additional 10 minutes, with the expected return time adjusted to 8:57 PM. Further extensions included an 18-minute extension, setting the return at 9:15 PM, followed by another 15-minute extension, bringing the expected return to 9:32 PM.

Councilmembers Steven Harper and Ken Ratliff expressed their opposition towards Resolution 2026-019 and requested the removal of the terms "willful" and "intentional." Councilmember Cook acknowledged the concerns and stated a willingness to remove those terms while emphasizing the need to address the actions of Steven Harper.

MOTION: Councilmember Cook made a motion to adopt Resolution 2026-018; seconded by Councilmember Williams.

MOTION : 6 yes

MOTION: Councilmember Cook made a motion to add Resolution 2026-019 to the agenda; seconded by Councilmember Malek.

MOTION: 4 yes 1 no. 1 abstain

MOTION: Councilmember Cook made a motion to adopt 2026-019 and amend to strike the words "willful" and "Intentional"; seconded by Councilmember Malek.

MOTION : 6 yes

10. New Business

a. Ordinance 1728 — Atlas Networks Franchise agreement (First Reading) — Colleda Monick — Planning Consultant

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Colleda Monick, Planning Consultant, conducted the first reading of the Atlas Networks Franchise Agreement.

b. [Growth Management Act — Colleda Monick — Planning Consultant](#)

MOTION: Councilmember Harper made a motion to adopt Growth Management Act; seconded by Councilmember Cook.

MOTION : 5 yes 1 no.

c. [Resolution 2026-017 — General Fund Balance Policy](#)

Councilmember Harper wants to state this is not a law but a standard that the City can hold itself accountable.

MOTION: Councilmember Buechle-Curtis made a motion to adopt Resolution 2026-017; seconded by Councilmember Cook.

MOTION : 5 yes 1 no.

d. [Booster Pump Improvements — Mathew Bailey — Public Works Director](#)

The original booster pump did not meet minimum qualifications, necessitating the creation of a new unit. It was discussed that the costs associated with this new pump, as well as any project overages, will be covered by the Bullfrog Flats Development.

MOTION: Councilmember Harper made a motion to adopt Task Order No. 2025-08 Booster Pump Improvements; seconded by Councilmember Williams.

MOTION : 5 yes 1 no.

e. [Alleyway Sewer Main Improvements — Mathew Bailey — Public Works Director](#)

The pipe was incorrectly sloped, necessitating a correction in the direction of the pipe. This issue is not uncommon with settling and time; however, it contributes to increased costs.

11. Report of Committees

Discussion was held regarding the Conference of Government (COG), during which interviews for the County Director of Economic Development were conducted, and a vote was taken to hire Commissioner Wright, pending contract negotiations. It was noted that Commissioner Wright will resign from his position as County Commissioner. Additionally, there was a discussion about the Heart Safe Community initiative, indicating that installation of outdoor AED weatherproof covers will commence at the Horse Park, with an objective of completion by June 1st.

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

The committee discussed proposed updates to cemetery rates, which will be presented to the council to address inflation and labor costs. Additionally, the update of the code for utility bills was addressed. Suzie Weiss, who assists with the Carpenter Museum, raised concerns

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and requested a possible discount. Councilmember Ratliff emphasized the importance of recognizing that non-profits often operate with volunteer support and proposed initiating a discussion to create a classification for utility burden relief. In contrast, Councilmember Harper disagreed, stating that non-profits already receive sufficient exceptions and supporting the position of Councilmember Cook, citing a lack of strong justification for establishing another classification.

b. Public Safety & Health

The committee discussed the proposed adjustments to the title and pet fees associated with licensing. It was noted that the current fee structure for pet licensing may require reevaluation to ensure it aligns with operational costs and community standards. Further analysis and potential recommendations will be presented in the upcoming meetings for consideration.

c. Lodging Tax & Events

A meeting is scheduled for May 15 at 8:30 AM. A lot of fun events are coming up!

d. General Government

Councilmember Harper requested a determination regarding his potential role on the General Government Committee and expressed concerns related to the Finance Committee.

e. Coal Mines Trail Commission

An update regarding the interlocal agreement for the coal mines trail was discussed, indicating that modifications are forthcoming. Additionally, this commission walked the trail for the new signage that is anticipated to be installed from Roslyn to Ronald. A 75% review meeting for the signs will be held on June 2nd Via zoom. You may find more information on the Roslyn Heritage Club website.

12. Councilmember Comments - Limited to 5 Minutes

Councilmember Cook attended the first day of the evidentiary hearing and stated that the Mayor and Brian Carlson provided commendable testimonies. He encouraged citizens to listen to the recordings available on Stretto, noting that the Mayor represented the City exceptionally well.

13. Mayor's Report

The application period for the vacant council position will close at noon on May 13, 2026. Additionally, a meeting is scheduled to take place in the Town of Tekoa on Monday for the Small City Connector and will be in Okanogan on Tuesday for the same event. The evidentiary hearing

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occurred last Monday and Tuesday, with post-hearing briefs due by the 20th of this month, followed by rebuttals. The judge plans to hear telephonic closing arguments and aims to reach a decision by the end of June. The Mayor and Erica Krum, the Assistant City Administrator, attended the Labor Relations Conference for the Association of Washington Cities (AWC), where valuable insights were gained.

14. Adjournment

The meeting adjourned at 10:30 PM.

Matthew Lundh, Mayor

Debbie Lee, Clerk

CHECK REGISTER

City Of Cle Elum

Time: 08:32:49 Date: 05/20/2026

05/13/2026 To: 05/26/2026

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2011	05/13/2026	Claims	1	EFT	WA State Dept of Licensing	75.00	Gun permits 1191,1193, 1194, 1195
2014	05/13/2026	Claims	1	EFT	WA State Dept of Commerce	173,529.00	PWTF Loan Pmt #3 2nd and Rosetti Watermain Imp Project
2017	05/13/2026	Claims	1	EFT	City of Cle Elum	3,916.26	Apr 2026 w/s use - Police, Fire, City Hall, Water plant, Public works, library, bathrooms, rentals
2018	05/13/2026	Claims	1	EFT	Pitney Bowes Global Financial Services L	2,000.00	Postage 5/7
2024	05/13/2026	Claims	1	EFT	Cintas Corporation	529.47	Public works mats/towels/uniforms/first aid kit 5/5 and city hall first aid kit 5/6
2025	05/13/2026	Claims	1	EFT	U.S. Cellular	124.10	Water plant M2M cellular
2026	05/13/2026	Claims	1	EFT	U.S. Cellular	689.73	Regional water/sewer, public works, city hall admin cell phones
2058	05/13/2026	Claims	1	EFT	WA State Dept of Licensing	18.00	Gun Permit 1192
2077	05/14/2026	Claims	1	EFT	Methodworks	732.38	Police Dept- Computer Install for Federal Grant
2078	05/14/2026	Claims	1	EFT	Pitney Bowes Global Financial Services L	87.85	Police Dept postage machine lease
2080	05/14/2026	Claims	1	EFT	Kittitas County P.U.D. #1	543.31	Public works street lights, airport rd office, sewer lift station, shop
2081	05/14/2026	Claims	1	EFT	WA State Dept of Labor & Ind.	33.80	Library water heater certificate
2085	05/14/2026	Claims	1	EFT	Methodworks	4,112.50	April IT Services -- New computers/new employees/police website issues/Library configure PC/fire owl 3/Water Win911 down, flow rate/Public works Iphone and desktop issues
2116	05/18/2026	Claims	1	EFT	Cintas Corporation	317.07	Public Works mats/towels/uniforms 5/12
2140	05/18/2026	Claims	1	EFT	Crystal Springs	135.52	City Hall water
2143	05/18/2026	Claims	1	EFT	Chase Paymentech	385.78	April merchant fees deducted in May for non utility
2144	05/18/2026	Claims	1	EFT	Chase Paymentech	1,034.68	April merchant fees deducted in May for utility
2153	05/18/2026	Claims	1	EFT	Caterpillar Financial Services Corp.	143,811.01	Final Payment on Cat 950 Loader
2156	05/18/2026	Claims	1	EFT	American Express	47.32	April merchant fees
2158	05/18/2026	Claims	1	EFT	Puget Sound Energy	130.73	April 2026 -1009 E 3rd Shop #8160
2159	05/18/2026	Claims	1	EFT	Puget Sound Energy	170.02	April 2026 -- 2000 Bullfrog Rd, Pump #8231
2168	05/19/2026	Claims	1	EFT	Puget Sound Energy	8,013.64	Mar 2026 Gas and Electric-- City hall, library, police, fire, parks, street lights, shop, restrooms, old water plant, chlorinator, cemetery
2171	05/19/2026	Claims	1	EFT	WA State Dept of Revenue	21,225.50	April Excise Tax Return
2178	05/20/2026	Claims	1	EFT	Caterpillar Financial Services Corp.	143,811.01	Error on wire for final payment on loader
2179	05/20/2026	Claims	1	EFT	Caterpillar Financial Services Corp.	-143,811.01	Error on wire for final payment on loader
2181	05/20/2026	Claims	1	EFT	Cintas Corporation	503.29	Water and Sewer Plant mats/towels/uniforms 5/1, 5/8 and 5/15
2183	05/26/2026	Claims	1	48529	Richard D Albo	555.00	Police Dept - per diem for CIT training 4/27 to 5/1; Police Dept - per diem for WASPC training 5/10 to 5/14

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2184	05/26/2026	Claims	1	48530	Axon Enterprise Inc.	58,815.64	Police Dept - Tasers and VR Equipment Rifle VRM4R Virtual Reality Taser -- DOJ Grant
2185	05/26/2026	Claims	1	48531	BNSF Railway Company	400.00	Contract #240611/land lease 20' access road and 2 culverts
2186	05/26/2026	Claims	1	48532	Canon Financial Services, Inc.	624.75	Copier lease -- Public works and Library 5/1-5/31; City Hall copier lease 5/1-5/31
2187	05/26/2026	Claims	1	48533	Central Cleaning	400.00	Cleaning City Hall 5/18, Library 5/22, Shop 5/19, Police 5/21, Fire 5/22
2188	05/26/2026	Claims	1	48534	Century Link	82.99	Water Plant Telephone 674-3903
2189	05/26/2026	Claims	1	48535	Cle Elum Farm and Home	732.88	Fire Dept Acct 24 -- garbage bags; City Acct 22 -- stakes for 3rd st park, garden valve, shop tie wire, fertilizer spreader and casoron for 1st st planters, employee work boots - Aaron Barr uniform, c
2190	05/26/2026	Claims	1	48536	Cle Elum Hardware	252.08	City shop/public works Acct 90 -- Park mag combo and bulk items, S-521 drill bit, shop elbow and nipple galv and bulk items
2191	05/26/2026	Claims	1	48537	Copiers Northwest Inc.	160.62	City Hall copier LB524 base rate 5/19/26 to 6/18/26; overage charge for 4/19/26 to 5/18/26
2192	05/26/2026	Claims	1	48538	Db a Easton Towing DEBA Inc dba Regans Towing	433.20	Police Dept tow 96 Geo Metro 5/13
2193	05/26/2026	Claims	1	48539	ECONorthwest	3,600.00	Morgan Shook April Services -- Blue Fern
2194	05/26/2026	Claims	1	48540	Gibson and Son Road Building INC	3,113.63	Public works super dump truck loads of 1 1/4 rock x 2; Super dump truck loads of 1/2" rock x 2
2195	05/26/2026	Claims	1	48541	HLA Engineering and Land Surveying, Inc.	113,974.19	April HLA Engineering Fees -- First St. Project DOT and TIB Grants; April HLA Engineering Fees -- Blue Fern Development Review, Construction Admin, and Observation; April HLA Engineering Fees -- City;
2196	05/26/2026	Claims	1	48542	Huntington National Bank	3,668.35	Police Dept camera lease/4 cameras; Police Dept camera lease/11 cameras
2197	05/26/2026	Claims	1	48543	James Oil Company	1,603.14	Fire Dept fuel 5/4; Police Dept Fuel May 1 to 15; Public Works fuel 5/1 - 5/15
2198	05/26/2026	Claims	1	48544	Jerrol's	34.71	City Hall Office Supplies - Large envelopes
2199	05/26/2026	Claims	1	48545	Lab Test	430.00	Regional sewer tests 5/5; Regional sewer tests 5/6
2200	05/26/2026	Claims	1	48546	Matthew Lundh	1,580.86	Reimbursement -- Mayor travel and Assistant City Administrator computer
2201	05/26/2026	Claims	1	48547	Menke Jackson Beyer LLP	48.00	April Dearmin settlement

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2202	05/26/2026	Claims	1	48548	Mountain Auto Parts	3,478.59	Police Acct 2387 -- Brakes rotor and disc brake pads, Welch; Fire Dept Acct 2388 -- S512 Battery accessories , fuse panel, Black 16BR RTV SIL, Fepp Grant, S521 paint, zfuel inject hose, metal clamps,
2203	05/26/2026	Claims	1	48549	North Central Laboratories	111.65	Regional sewer supplies
2204	05/26/2026	Claims	1	48550	Northern Kittitas County Tribune	209.79	Codify ord #1726 utility tax revenue; Codify ord #1727 NFC Northwest Franchise; Public works director business cards
2205	05/26/2026	Claims	1	48551	Northstar Chemical	1,229.31	Regional water supplies
2206	05/26/2026	Claims	1	48552	Perteet Inc.	1,128.75	April planning services -- City Heights Short Term Rental/Devore
2207	05/26/2026	Claims	1	48553	Pro-Tech	1,372.00	Public Works -- Fast Attack Wear Shoe Left and Right Loader
2208	05/26/2026	Claims	1	48554	Target Solutions Learning LLC	3,629.98	Fire Dept membership fee
2209	05/26/2026	Claims	1	48555	Timesaver PC	21.69	Public work 3 pack 9v connector
2210	05/26/2026	Claims	1	48556	WA State Dept of Transportation	4,167.70	Police Dept April Fuel
2211	05/26/2026	Claims	1	48557	WA State Treasurer	1,434.75	April court remittance paid in May
2212	05/26/2026	Claims	1	48558	Wholesail Network LLC	1,262.25	City Internet
2213	05/26/2026	Claims	1	48559	Willette's Towing Service	563.93	Police Dept - tow 2005 GMC Envoy XL
2214	05/26/2026	Claims	1	48560	Z&M Enterprise, LLC	1,808.61	Regional sewer lamps x 4
2141	05/18/2026	Claims	9	EFT	U.S. Bank	125.00	May investment bank fees
						511 Legislative	107.80
						513 Executive	1,580.86
						515 Legal Services	48.00
						518 Centralized Services	7,435.61
						521 Police Department	70,668.28
						522 Fire Department	7,125.36
						536 Cemetery	10.21
						558 Planning & Community Devel	8,226.75
						559 Housing & Community Develop	4,678.75
						572 Libraries	1,385.71
						576 Park Facilities	1,315.73
						594 Capital Expenditures	4,507.25
						001 Current Expense/General Fund	107,090.31
						559 Housing & Community Develop	1,425.00
						004 City Heights WCIA Settlement Agreement 2023	1,425.00
						542 Streets - Maintenance	14,771.09
						543 Streets Admin & Overhead	2,570.98
						591 Debt Service - Principal Repayment	160.93
						592 Debt Service - Interest Costs	1,235.33
						594 Capital Expenditures	17,460.10
						595 Capital Expenditures- Streets	14,803.43
						101 Street Fund	51,001.86
						595 Capital Expenditures- Streets	53.86
						102 TIB Complete Streets Grant	53.86
						521 Police Department	500.43
						104 Police 3/10's Sales Tax Fund	500.43
						594 Capital Expenditures	380.25

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
		106 Tourist/Lodging Tax Fund				380.25	
		558 Planning & Community Devel				53,551.04	
		131 Blue Fern DA # 2002-01 CRA 2024-01,03				53,551.04	
		558 Planning & Community Devel				3,483.25	
		132 Wildwood Ranch DA #2024-001 CRA 2024-02				3,483.25	
		558 Planning & Community Devel				3,265.75	
		140 Teanaway Court/Hopesource Devel. Fund				3,265.75	
		591 Debt Service - Principal Repayment				149,568.95	
		592 Debt Service - Interest Costs				23,960.05	
		594 Capital Expenditures				383.68	
		309 REET Excise Tax/Capital Projects Fund				173,912.68	
		534 Water Utilities				16,206.96	
		592 Debt Service - Interest Costs				-141,625.43	
		594 Capital Expenditures				174,701.96	
		401 Water Fund				49,283.49	
		537 Garbage & Solid Waste				5,363.27	
		402 Garbage Fund				5,363.27	
		546 Airports, Port, Terminal				132.26	
		403 Airport Fund				132.26	
		534 Water Utilities				5,626.76	
		592 Debt Service - Interest Costs				2,090.55	
		594 Capital Expenditures				29,547.87	
		404 Water Regional Fund				37,265.18	
		592 Debt Service - Interest Costs				95.03	
		594 Capital Expenditures				3,334.23	
		406 Water Capital Reserve Fund				3,429.26	
		535 Sewer				6,664.31	
		592 Debt Service - Interest Costs				1,900.50	
		594 Capital Expenditures				26,861.70	
		409 Sewer Fund				35,426.51	
		535 Sewer				3,564.28	
		592 Debt Service - Interest Costs				1,900.50	
		594 Capital Expenditures				26,861.70	
		410 Sewer Regional Fund				32,326.48	
		592 Debt Service - Interest Costs				95.03	
		594 Capital Expenditures				13,706.34	
		413 Sewer Capital Reserve Fund				13,801.37	
		580 Non Expeditures				1,527.75	
		699 State Agency Fund 380/580				1,527.75	
						573,220.00	Claims: 573,220.00

**CLE ELUM SPECIAL MEETING
MINUTES**

APRIL 20, 2026

6:00 PM

119 W FIRST STREET
CLE ELUM, WA 98922

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

Councilmembers Present:

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

Absent:

Staff Present:

Matthew Lundh - Mayor
Rob Omans - City Administrator
Debbie Lee - City Clerk
Ed Mills - Fire Chief
Erica Krum - Assistant City Administrator

2. Unfinished Business

a. Discussion with the Fire Advisory Committee

Council members are now invited to pose questions regarding the current topic. At this time, no motion has been proposed.

Chief Mills discussed the outdated 2023 strategic plan, attributing the delay to workload. Some updates are complete, but others remain pending, including the replacement of a command rig and an aid car. A part-time administrative employee has been hired, and officer rotations have taken place.

Equipment replacement timelines were reviewed, with Councilmember Cornelius highlighting potential vehicle transactions through the hospital district and citizen donations. Interlocal agreements enhance the city's equipment access and enable fire engine recertification. An inquiry was made regarding the engines' usage duration and the placement of the first-out engine at the station. The command rig has 3,888 miles, averaging 5 square miles of travel per year among the other seven vehicles. Eight transports occurred last year to Ellensburg, along with a brush truck that was sent to Wenatchee.

CLE ELUM SPECIAL MEETING

MINUTES

APRIL 20, 2026

6:00 PM

**119 W FIRST STREET
CLE ELUM, WA 98922**

A future replacement plan for the pumper truck is needed, as the Ratings Bureau certifies the pumpers annually. Funding considerations indicate a potential need for a levy, with various funding levels impacting possibilities.

Discussions with Gary Berndt of the Fire Advisory Committee centered on Option #3: a three-year levy while considering annexation into Fire District 7.

Concerns were expressed regarding underfunding for future needs.

Using reserves for operational costs was also discussed without immediate plans for full-time employees for five years, as stated by Chief Mills.

Councilmember Cornelius acknowledged the merits of District 7, but highlighted the significant challenges of requesting annexation. Emphasis was placed on respecting volunteers and preserving the culture, cautioning against a “fire sale” perception. A phased approach was recommended, noting the risk of rank loss for volunteer firefighters.

Support for Option #9 includes renewing the levy to support the fire department, and seeking overarching organizational structures that can unify fire districts.

Councilmember Cook emphasized the necessity to adapt to city growth and supports Option #9.

Councilmember Malek underscored the importance of positioning the fire department for future needs, advocating for a levy and a reassessment of Cle Elum's needs to avoid underfunding.

Councilmember Buechle-Curtis recognized the advisory board's recommendations and the need for long-term planning.

Councilmember Harper evaluated the potential absorption of the fire department into an existing district, emphasizing the importance of acknowledging Cle Elum Fire Department's history.

A levy renewal is seen as crucial for operational maintenance.

The matter of a judgment against the city and impending bankruptcy was also addressed.

Councilmember Harper expressed opposition to the annexation to District 7, calling for separate discussions with Councilmember Ratliff supporting this position and favoring the Cle Elum Fire Department over a merger.

The immediate focus will be on drafting the levy renewal resolution while initiating separate annexation discussions.

Councilmember Cornelius raised concerns about combining actions that may lead to

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MINUTES
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conflicting votes.

MOTION: Councilmember Cook made a motion to direct Mayor Lundh to draft two resolutions proposing renewal language for a \$0.95 per \$1,000 levy for a two-year renewal and to simultaneously explore all options, including annexation, with a determination to be taken prior to the expiration of the 2-year levy; seconded by Councilmember Williams

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

Councilmember Cornelius announced his resignation from the council at this meeting, marking his final attendance. The council expressed gratitude for his service.

[Council Options](#)

[Council Fire 1](#)

[Regional Fire Authority](#)

[Interlocal Cooperation in Fire Services](#)

[Cle Elum Voter Poll Summary](#)

[CEFD Vehicle Data](#)

[Fire Service Funding Analysis](#)

3. Adjournment

The meeting was adjourned at 7:40 p.m.

CLE ELUM SPECIAL MEETING
MINUTES
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119 W FIRST STREET
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Matthew Lundh, Mayor

Debbie Lee, Clerk



RENTAL AGREEMENT OR RESIDENTIAL LEASE

(901 W Second)

This Rental Agreement or Residential Lease (this "Agreement") shall evidence the complete terms and conditions under which the parties whose signatures appear below have agreed. Landlord/Lessor/Agent, City of Cle Elum, a Washington municipal corporation, shall be referred to as "OWNER" and Tenant(s)/Lessee, Christopher & Beata Crombie, shall be referred to as "RESIDENT." As consideration for this agreement, OWNER agrees to rent/lease to RESIDENT and RESIDENT agrees to rent/lease from OWNER for use solely as a private residence, the premises located at 901 W Second St. in the city of Cle Elum (the "Premises").

1. **TERMS:** RESIDENT agrees to pay in advance \$ 1,900.00 plus 12.84% = \$ 2,143.96 leasehold excise tax per month on the 6th day of each month. This agreement shall commence on May 15, 2026, ("Commencement Date") and continue; (check one)

A. X until November 15, 2026 as leasehold (the "Initial Term"). Thereafter it shall become a month-to-month tenancy. If RESIDENT should move from the Premises prior to the expiration of the Initial Term without legal justification, RESIDENT shall be liable for all rent due until the earlier of: (a) such time that the Premises is occupied by an OWNER approved paying RESIDENT, or (ii) expiration of the Initial Term.

B. until , on a month-to-month tenancy until either party shall terminate this agreement by giving a written notice of intention to terminate not less than 20 days prior to the date of termination.

If the Commencement Date is on a date other than the first of the month, the rent for that month shall be pro-rated based on the actual number of days in that month.

$(\$1,900 / 31) \times 17 \text{ days} = \$1,041.94 \text{ plus } 12.84\% = \$1,175.72 \text{ (First Months' Rent)}$

2. **PAYMENTS:** Rent and/or other charges are to be paid at such place or method designated by the owner as follows Received by City Hall on or before the due date set forth in Section 1. All payments are to be made by check, money order or cash shall be acceptable. OWNER acknowledges receipt of the First Month's pro-rated rent of \$ 1,175.72, Security Deposit of \$ 800, and a non-refundable pet cleaning fee of \$ 500, for a total payment of \$ 2,475.72. All payments are to be made payable to City of Cle Elum.

3. **SECURITY DEPOSIT:** The total of the above *security deposit* ("Security Deposit") shall secure compliance with the terms and conditions of this agreement and shall be refunded to RESIDENT within 30 days after the Premises have been completely vacated less any amount necessary to pay OWNER; a) any unpaid rent, b) cleaning costs, c) key replacement costs, d) cost for repair of damages to the Premises and/or common areas above ordinary wear and tear, and e) any other amount legally allowable under the terms of this agreement. A written accounting of said charges shall be presented to RESIDENT within 30 days of move-out. If deposits do not cover such costs and damages, the RESIDENT shall immediately pay said additional costs for damages to OWNER. OWNER may, but shall not be obligated to, from time to time, deduct from the Security Deposit any amounts owed under this Agreement, including unpaid rent and OWNER's damages arising from any default by RESIDENT, to the extent permitted by applicable law. Upon written demand by OWNER, RESIDENT shall restore the Security Deposit to its original amount within ten (10) business days.

4. **LATE CHARGE:** A late fee of \$ 25.00 (not to exceed 5% of the monthly rent), shall be added and due for any payment of rent made after the 10th of the month. Any dishonored check shall be treated as unpaid rent, and subject to an additional fee of \$ 35.00.

5. **UTILITIES:** RESIDENT agrees to pay all utilities and/or services based upon occupancy of the Premises except the following, which shall be paid by the Owner:

Water, Sewer and a 64 gal. Garbage can

6. **OCCUPANTS:** Guest(s) staying over 15 consecutive days without the written consent of OWNER shall be considered a breach of this agreement. Temporary guests staying for shorter periods are permitted, provided such occupancy does not constitute a subtenancy, violate applicable law, or otherwise interfere with the quiet enjoyment of the Premises by others. ONLY the following individuals and/or animals, AND NO OTHERS shall occupy the subject residence for more than 15 consecutive days unless the expressed written consent of OWNER obtained in advance:

Christopher Crombie, Beata Crombie AND 2-Dogs

7. **PETS:** No animal, fowl, fish, reptile, and/or pet of any kind shall be kept on or about the Premises, for any amount of time, without obtaining the prior written consent and meeting the requirements of the OWNER. Such consent if granted shall be revocable at OWNER'S option upon giving a 30-day written notice. In the event permission is granted to have a pet and/or animal of any kind, a one-time non-refundable fee in the amount of \$ 500 (as outlined in section 2) shall be required along with the signing of a separate OWNER'S Pet Agreement. RESIDENT shall be responsible for all damage, cleaning, and pest treatment attributable to any permitted animal and shall carry renter's insurance including personal liability coverage in amounts reasonably required by OWNER.

8. **LIQUID FILLED FURNISHINGS:** No liquid-filled furniture, receptacle containing more than five gallons of liquid is permitted without prior written consent and meeting the requirements of the OWNER. If consent is granted, RESIDENT shall comply with all conditions imposed by OWNER, including placement, maintenance, and spill-prevention requirements. RESIDENT shall be responsible for all damage caused by such items and shall maintain renter's insurance, including personal liability coverage, in amounts reasonably required by OWNER to cover losses or damage arising from such items.

9. **NOISE:** RESIDENT agrees not to cause or allow any unreasonable, excessive, or recurring noise or activity on the Premises which disturbs the peace and quiet enjoyment of another RESIDENT and/or neighbor. Noise or activity that occurs during designated quiet hours, or that continues after written notice from OWNER, shall constitute a breach of this Agreement.

10. **DESTRUCTION OF PREMISES:** If the Premises are totally destroyed or substantially damaged by fire, casualty, or other event not caused by RESIDENT that the Premises become uninhabitable, either OWNER or RESIDENT may terminate this Agreement upon three (3) days' written notice, and rent shall be prorated through the date of termination.

If the Premises are partially damaged but remain habitable, OWNER shall promptly repair the damage to the extent required by law, and rent shall be abated proportionately during the period the Premises are materially unusable.

If the Premises are partially damaged and rendered uninhabitable, OWNER may elect, upon written notice to RESIDENT, to either (a) repair the Premises within a reasonable time or (b) terminate this Agreement. During any period in which the Premises are uninhabitable, rent shall be abated as required by law.

Nothing in this section shall limit RESIDENT's rights or OWNER's obligations under RCW 59.18, including Owner's duty to maintain the Premises in a habitable condition.

11. CONDITION OF PREMISES: RESIDENT acknowledges that they have examined the Premises and that said Premises, all furnishings, fixtures, furniture, plumbing, heating, electrical facilities, all items listed on the attached property condition checklist, if any, and/or all other items provided by OWNER are all clean, safe, and in good satisfactory condition at the commencement of the tenancy, except as may be indicated elsewhere in this Agreement. RESIDENT shall complete a "move-in checklist" and return to OWNER prior to the Commencement Date. RESIDENT agrees to keep the Premises and all items in good order and good condition and shall be responsible for the costs to repair and/or replace any portion of the Premises or OWNER-provided items damaged by RESIDENT, their guests and/or invitees, other than ordinary wear and tear, to the extent permitted by applicable law. At the termination of this Agreement, RESIDENT shall return the Premises to OWNER in substantially the same condition as at the Commencement Date, ordinary wear and tear excepted and shall remove all personal property and debris not belonging to OWNER. It is agreed that all dirt, holes, tears, burns, and stains of any size or amount in the carpets, drapes, walls, fixtures, and/or any other part of the Premises, do not constitute reasonable wear and tear.

12. ALTERATIONS: RESIDENT shall not paint, wallpaper, alter or redecorate, change or install locks, install antenna or other equipment, screws, fastening devices, large nails, or adhesive materials, place signs, displays, or other exhibits, or make any other alterations, additions, or improvements on or in any portion of the Premises without the written consent of the OWNER, except as otherwise required or permitted by applicable law. Any permitted alteration, addition, or improvement shall be performed in a workmanlike manner and in compliance with applicable laws and codes. Unless the parties expressly agree in writing otherwise, all permitted alterations, additions, or improvements shall become the property of OWNER and shall not be removed by RESIDENT. OWNER shall have no obligation to compensate RESIDENT for the cost or value of any alteration or improvement, and OWNER may require RESIDENT, at RESIDENT's expense, to restore the Premises to its prior condition upon termination of the tenancy, to the extent permitted by law.

13. PROPERTY MAINTENANCE: RESIDENT shall, at RESIDENT's sole cost and expense, maintain the interior of the Premises in a clean and sanitary manner, normal wear and tear excepted. RESIDENT shall deposit all garbage and waste in a clean and sanitary manner into the designated receptacles and shall cooperate in keeping the garbage or recycling areas neat and clean. RESIDENT shall be responsible for the proper disposal, at RESIDENT's expense, of items of such size and nature as are not normally acceptable by the regular garbage service. RESIDENT shall use all plumbing fixtures in a reasonable manner and shall not deposit grease, food waste, foreign objects, or other materials likely to cause stoppages. RESIDENT shall be responsible for the cost to clear plumbing stoppages to the extent caused by RESIDENT's misuse, negligence, or failure to comply with this Agreement, and for any damage resulting from such stoppages or overflows.

14. HOUSE RULES: RESIDENT shall comply with all house rules as stated on separate addendum, as may be amended from time to time in accordance with applicable law. Such house rules are incorporated into and made part of this Agreement. A violation of any of the house rules is considered a breach of this Agreement.

15. CHANGE OF TERMS: After expiration of the Initial Term, the terms and conditions of this agreement are subject to future change by OWNER upon 30-day written notice setting forth such

change and delivered to RESIDENT, as permitted by applicable law. Any change in rent shall require not less than sixty (60) days' prior written notice, or such longer period as may be required by applicable law. All other changes shall be subject to the notice requirements and limitations set forth in RCW 59.18 and other applicable law.

16. **TERMINATION:** Upon expiration of the Initial Term, this Agreement shall automatically continue on a month-to-month tenancy, unless terminated by either party giving to the other not less than 20-day written notice of intention to terminate. Where laws require "just cause", such just cause shall be so stated on said notice. The Premises shall be considered vacated only when RESIDENT has removed all personal property, vacated all areas of the Premises (including storage areas), returned all keys, access devices, and OWNER-provided property, and surrendered possession to OWNER. Should the RESIDENT hold over beyond the termination date or fail to vacate all possessions on or before the termination date, RESIDENT shall be liable for rent during the holdover period and any actual damages, which may include damages due to OWNER'S loss of prospective new renters.

17. **POSSESSION:** If OWNER is unable to deliver possession of the residence to RESIDENTS on the agreed date, because of the loss or destruction of the residence or because of the failure of the prior residents to vacate or for any other reason, the RESIDENT and/or OWNER may immediately cancel and terminate this agreement upon written notice to the other party at their last known address, whereupon neither party shall have liability to the other, and any sums paid under this Agreement shall be refunded in full. If neither party terminates, this Agreement and rent shall be prorated and begin on the date of actual possession, and all other terms of this Agreement shall remain in full force and effect.

18. **INSURANCE:** RESIDENT acknowledges that OWNERS insurance does not cover RESIDENT'S personal property damage caused by fire, theft, rain, war, acts of God, acts of others, and/or any other causes, nor shall OWNER be held liable for such losses. RESIDENT is not a beneficiary of any insurance policy held by OWNER. RESIDENT is required, at RESIDENT's expense, to obtain their own insurance policy to cover any personal losses.

19. **RIGHT OF ENTRY AND INSPECTION:** OWNER and its agents shall have the right, upon forty-eight (48) hours' advance notice, except in the case of emergency, or suspected abandonment, or as otherwise permitted by applicable law, in which case no notice is necessary, to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon. OWNER shall give twenty-four (24) hours advance notice and may enter for the purpose of showing the Premises during normal business hours to prospective renters, buyers, lenders, for smoke alarm inspections, and/or for normal inspections and repairs. OWNER is permitted to make all alterations, repairs and maintenance that in OWNER'S judgment is necessary to perform.

20. **DEFAULT:** If any default is made in the timely payment of rent, or any part thereof, at the times specified in this Agreement, or if any default is made in the performance of or compliance with any other term or condition of this Agreement, the leasehold rights, at the option of the OWNER, shall terminate and be forfeited, and OWNER may re-enter the Premises and remove all persons therefrom. Except in the event of a default with respect to the payment of rent, RESIDENT shall be given written notice of any default or breach, and termination and forfeiture of the leasehold rights shall not result if, within thirty (30) days of such notice, RESIDENT has corrected the default or breach or has taken action that, in the sole discretion of OWNER, is reasonably likely to effect a timely correction of such breach.

21. **ABANDONMENT:** If at any time during the Term, RESIDENT abandons the Premises or any part thereof days without OWNER's prior consent, OWNER may, at its option, enter the Premises by any means without being liable for any prosecution therefore, and without becoming liable to RESIDENT for damages or for any payment of any kind whatsoever, and may, at his discretion, as agent for RESIDENT, re-let the Premises, or any part thereof, for the whole or any part of the then unexpired Term, and may receive and collect all rent payable by virtue of such re-letting, and, at OWNER's option, hold RESIDENT liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired Term, if this Agreement had continued in force, and the net rent for such period realized by OWNER by means of such re-letting.

22. **SMOKE/CARBON MONOXIDE DETECTOR:** RESIDENT shall maintain all smoke/carbon monoxide detection devices, including replacement of any batteries. RESIDENT shall not tamper with, remove batteries from, or otherwise disable smoke/carbon monoxide detection devices. Any RESIDENT failing to comply may be fined in accordance with RCW 48.48.140/WAC 212-10-050.

23. **YARD MAINTENANCE:** RESIDENT shall, at RESIDENT's expense, maintain the yard and exterior areas of the Premises in a clean, safe, and orderly condition. Such maintenance includes, without limitation, regularly mowing the lawn, watering landscaping as reasonably necessary, removing weeds, leaves, and debris, trimming vegetation to prevent overgrowth, and promptly removing snow and ice from walkways and access areas, if applicable. RESIDENT shall not remove or alter trees, shrubs, or other landscaping without OWNER's prior written consent. Failure to properly maintain the yard may be treated as a violation of this Lease.

24. **ASSIGNMENT:** RESIDENT agrees not to transfer, assign or sublet the Premises or any part thereof.

25. **PARTIAL INVALIDITY:** Nothing contained in this Agreement shall be construed as waiving any of the OWNER'S or RESIDENT'S rights under the law. If any part of this Agreement shall be in conflict with the law, that part shall be void to the extent that it is in conflict, but shall not invalidate this Agreement nor shall it affect the validity or enforceability of any other provision of this Agreement.

26. **NO WAIVER:** OWNER'S acceptance of rent with knowledge of any default by RESIDENT or waiver by OWNER of any breach of any term of this Agreement shall not constitute a waiver of subsequent breaches. Failure to require compliance or to exercise any right shall not be constituted as a waiver by OWNER of said term, condition, and/or right, and shall not affect the validity or enforceability of any provision of this Agreement.

27. **ATTORNEY FEES:** If any legal action or proceedings be brought by either party of this Agreement, the prevailing party shall be reimbursed for all reasonable attorney's fees and costs in addition to other damages awarded.

28. **JOINTLY AND SEVERALLY:** The undersigned RESIDENTS are jointly and severally responsible and liable for all obligations under this agreement.

29. **REPORT TO CREDIT/TENANT AGENCIES:** You are hereby notified that a nonpayment, late payment or breach of any of the terms of this rental agreement may be submitted/reported to a credit and/or tenant reporting agency and may create a negative credit record on your credit report.

30. **LEAD NOTIFICATION REQUIREMENT:** For rental dwellings built before 1978, RESIDENT acknowledges receipt of the following: (Please check)

X Lead Based Paint Disclosure Form

X EPA Pamphlet

31. **ADDITIONS AND/OR EXCEPTIONS**

RESIDENT pays Electrical in full.

RESIDENT pays Heating Oil for furnace in full (please note at the Commencement Date the oil tank is FULL and needs to be returned to the owner FULL at the end of the lease period).

32. **NOTICES:** All notices to RESIDENT shall be served at RESIDENT'S Premises and all notices to OWNER shall be served at City Hall, 119 W First St., Cle Elum, WA 98922.

33. **INVENTORY:** The Premises contain the following items that the RESIDENT may use.

Clothing Washer and Dryer

34. **KEYS AND ADDENDUMS:** RESIDENT acknowledges receipt of the following which shall be deemed part of this Agreement: (Check All that Apply)

X Keys: #keys and purposes 2 - Front Door / 1 - OH Garage Door / 1 - Back Garage Door.

X House Rules X Pet Agreement X Other Observe ALL Burn Ban Rules.

35. **ENTIRE AGREEMENT:** This Agreement constitutes the entire Agreement between OWNER and RESIDENT. No oral agreements have been entered into, and all modifications or notices shall be in writing to be valid.

36. **RECEIPT OF AGREEMENT:** The undersigned RESIDENT(S) have read and understand this Agreement and hereby acknowledge receipt of a copy of this Rental Agreement.

RESIDENT'S Signature: _____

Date: _____

RESIDENT'S Signature: _____

Date: _____

OWNER'S Signature: _____

Date: _____

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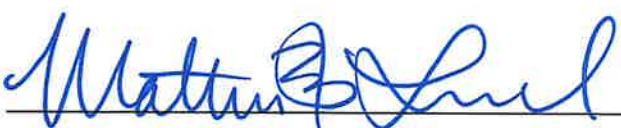
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RESIDENT'S Signature: 

Date: 5/13/20

RESIDENT'S Signature: 

Date: 5-16-20 bc 5-13-20

OWNER'S Signature: 

Date: 5/14/20

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2026 BUDGET POSITION TOTALS

City Of Cle Elum

Months: 01 To: 04

Time: 10:22:09 Date: 05/19/2026

Page: 1

Fund	Revenue Budgeted	Received		Expense Budgeted	Spent	
001 Current Expense/General Fund	5,154,486.00	1,373,459.66	26.6%	5,029,486.00	1,802,754.29	36%
002 UKC Recreation Center	300,000.00	0.00	0.0%	300,000.00	0.00	0%
004 City Heights WCIA Settlement Agr	0.00	0.00	0.0%	0.00	15,919.99	0%
101 Street Fund	3,340,593.00	178,652.17	5.3%	3,338,431.25	243,234.74	7%
102 TIB Complete Streets Grant	541,799.00	81,072.85	15.0%	541,799.00	42,806.26	8%
104 Police 3/10's Sales Tax Fund	393,850.00	95,065.16	24.1%	353,859.00	114,789.31	32%
106 Tourist/Lodging Tax Fund	204,000.00	36,962.53	18.1%	168,000.00	37,739.15	22%
110 Coal Mine Trail Fund	9,100.00	4,000.00	44.0%	4,900.00	690.68	14%
120 Central Cascades/Weis Land CRA :	3,100.00	0.00	0.0%	3,100.00	0.00	0%
124 MVOLLC/Prium CRA 2005-02 Devl	3,060.00	0.00	0.0%	3,450.00	0.00	0%
125 Whispering Pines Devel. Fund	5,000.00	0.00	0.0%	5,000.00	0.00	0%
127 City Heights CRA 2020-01 Devel. F	0.00	0.00	0.0%	0.00	112.50	0%
128 Fowler Creek Trails Deneen Develc	10,000.00	0.00	0.0%	10,000.00	0.00	0%
131 Blue Fern DA # 2002-01 CRA 2024	502,000.00	333,857.96	66.5%	502,000.00	247,222.76	49%
132 Wildwood Ranch DA #2024-001 C	30,200.00	2,006.75	6.6%	30,200.00	3,503.75	12%
140 Teanaway Court/Hopesource Devl	20,020.00	24,911.55	124.4%	20,020.00	8,854.10	44%
309 REET Excise Tax/Capital Projects F	301,000.00	42,330.80	14.1%	655,429.80	47,686.43	7%
401 Water Fund	1,166,700.00	431,937.86	37.0%	1,248,900.00	308,596.11	25%
402 Garbage Fund	1,158,300.00	480,110.89	41.4%	1,185,103.00	462,300.33	39%
403 Airport Fund	39,400.00	7,299.38	18.5%	26,400.00	4,121.94	16%
404 Water Regional Fund	1,158,000.00	263,217.88	22.7%	1,114,554.79	294,102.01	26%
406 Water Capital Reserve Fund	211,327.84	62,170.76	29.4%	196,327.84	24,653.03	13%
408 Stormwater Fund	5,000.00	0.00	0.0%	5,000.00	0.00	0%
409 Sewer Fund	1,099,500.00	300,728.47	27.4%	1,371,100.00	429,090.59	31%
410 Sewer Regional Fund	1,160,000.00	351,687.00	30.3%	1,491,567.80	303,823.81	20%
413 Sewer Capital Reserve Fund	247,839.77	375,162.93	151.4%	247,839.77	23,633.46	10%
630 Pangrazi Memorial Fund	200.00	0.00	0.0%	1,550.00	0.00	0%
699 State Agency Fund 380/580	27,200.00	12,258.09	45.1%	27,200.00	11,759.24	43%
	17,091,675.61	4,456,892.69	26.1%	17,881,218.25	4,427,394.48	24.8%

** \$57,405 GENERAL FUND PROPERTY TAX REVENUES WERE RECEIVED IN APRIL.

** \$4,331 WAS THE 4/30/26 ENDING GENERAL FUND BALANCE --

THIS INCLUDES THE \$125,000 INTERFUND LOAN FROM THE SEWER FUND.

** \$57,405 GENERAL FUND PROPERTY TAX REVENUES WERE RECEIVED IN MAY NOT INCLUDED ABOVE.

TREASURER'S REPORT

Fund Totals

City Of Cle Elum

Time: 14:17:47 Date: 05/14/2026

04/01/2026 To: 04/30/2026

Page: 2

Fund	Previous Balance	Revenue	Expenditures	Ending Book Balance	Claims Outstanding	Payroll Outstanding	Outstanding Deposits	Ending Bank Balance
001 Current Expense/General Fund	6,876.73	378,715.87	381,261.37	4,331.23	8,553.20	13.70	-540.00	12,358.13
004 City Heights WCIA Settlement Agreement 2023	-31,426.06	0.00	12,276.00	-43,702.06	0.00	0.00	0.00	-43,702.06
101 Street Fund	44,660.42	51,970.81	55,400.08	41,231.15	1,346.94	0.00	0.00	42,578.09
102 TIB Complete Streets Grant	-21,914.40	81,072.85	3,668.17	55,490.28	0.00	0.00	0.00	55,490.28
104 Police 3/10's Sales Tax Fund	41,887.26	24,981.36	24,721.68	42,146.94	0.00	0.00	0.00	42,146.94
106 Tourist/Lodging Tax Fund	181,908.99	8,497.96	665.00	189,741.95	0.00	0.00	0.00	189,741.95
110 Coal Mine Trail Fund	45,721.42	0.00	115.00	45,606.42	272.17	0.00	0.00	45,878.59
120 Central Cascades/Weis Land CRA 2009-01 Devel. Fund	5,202.22	0.00		5,202.22	0.00	0.00	0.00	5,202.22
124 MVOLLC/Prium CRA 2005-02 Devel. Fund	3,409.42	0.00		3,409.42	0.00	0.00	0.00	3,409.42
127 City Heights CRA 2020-01 Devel. Fund	-407,413.51	0.00		-407,413.51	0.00	0.00	0.00	-407,413.51
131 Blue Fern DA # 2002-01 CRA 2024-01,03	1,731,094.33	182,540.17	5,944.50	1,907,690.00	0.00	0.00	0.00	1,907,690.00
132 Wildwood Ranch DA #2024-001 CRA 2024-02	3,339.00	0.00		3,339.00	0.00	0.00	0.00	3,339.00
140 Teanaway Court/Hopesource Devel. Fund	16,833.95	3,338.80		20,172.75	0.00	0.00	0.00	20,172.75
309 REET Excise Tax/Capital Projects Fund	1,001,580.12	10,198.98	30,165.91	981,613.19	0.00	0.00	0.00	981,613.19
401 Water Fund	541,435.46	77,847.55	64,773.38	554,509.63	132.19	0.00	-1,193.32	553,448.50
402 Garbage Fund	168,354.25	129,435.40	118,348.39	179,441.26	0.00	0.00	-2,757.97	176,683.29
403 Airport Fund	121,117.66	0.00	190.64	120,927.02	1,050.00	0.00	0.00	121,977.02
404 Water Regional Fund	1,586,259.56	45,883.72	57,534.65	1,574,608.63	40,172.64	0.00	0.00	1,614,781.27
406 Water Capital Reserve Fund	89,740.53	14,521.32	3,817.86	100,443.99	0.00	0.00	-190.57	100,253.42
408 Stormwater Fund	50,459.64	0.00		50,459.64	0.00	0.00	0.00	50,459.64
409 Sewer Fund	907,383.33	66,808.65	122,274.15	851,917.83	124.17	0.00	-1,028.59	851,013.41
410 Sewer Regional Fund	1,216,367.88	50,727.00	35,018.15	1,232,076.73	19,052.14	0.00	0.00	1,251,128.87
413 Sewer Capital Reserve Fund	610,922.29	20,038.70	1,202.32	629,758.67	0.00	0.00	0.00	629,758.67
630 Pangrazi Memorial Fund	12,627.74	0.00		12,627.74	0.00	0.00	0.00	12,627.74
699 State Agency Fund 380/580	6,019.35	3,502.68	4,324.68	5,197.35	134.82	0.00	-25.00	5,307.17
	7,932,447.58	1,150,081.82	921,701.93	8,160,827.47	70,838.27	13.70	-5,735.45	8,225,943.99

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B

TREASURER'S REPORT

Account Totals

City Of Cle Elum

04/01/2026 To: 04/30/2026

Time: 14:17:47 Date: 05/14/2026

Page: 3

Cash Accounts	Beg Balance	Deposits	Withdrawals	Ending	Outstanding Rec	Outstanding Exp	Adj Balance
1 Checking 2924	4,225,898.27	1,168,832.71	910,331.96	4,484,399.02	-63,913.08	70,851.97	4,491,337.91
8 Cash Drawer City Hall	150.00	0.00	0.00	150.00	0.00	0.00	150.00
9 US Bank	136,083.76	10.06	45.50	136,048.32	0.00	0.00	136,048.32
10 US Bank Investment	3,482,775.00	0.00	0.00	3,482,775.00	0.00	0.00	3,482,775.00
11 Xpress Deposit Account	36,775.55	110,364.59	140,450.01	6,690.13	-3,822.37	62,000.00	64,867.76
12 Petty Cash City Hall	100.00	0.00	0.00	100.00	0.00	0.00	100.00
13 Petty Cash Police	100.00	0.00	0.00	100.00	0.00	0.00	100.00
14 Cash Drawer Police	100.00	0.00	0.00	100.00	0.00	0.00	100.00
15 Petty Cash Library	100.00	0.00	0.00	100.00	0.00	0.00	100.00
16 Cash Drawer Library	15.00	0.00	0.00	15.00	0.00	0.00	15.00
17 Police Drug Fund	350.00	0.00	0.00	350.00	0.00	0.00	350.00
18 Umpqua Card Account 9016	50,000.00	0.00	0.00	50,000.00	0.00	0.00	50,000.00
Total Cash:	7,932,447.58	1,279,207.36	1,050,827.47	8,160,827.47	-67,735.45	132,851.97	8,225,943.99
	7,932,447.58	1,279,207.36	1,050,827.47	8,160,827.47	-67,735.45	132,851.97	8,225,943.99

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TREASURER'S REPORT

Signature Page

City Of Cle Elum

04/01/2026 To: 04/30/2026

Time: 14:17:47 Date:

05/14/2026 Page: 4

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

Signed: ROBIN NEWCOMB 5/19/26

Finance Director / Date

Signed: Erica Krum 5/19/26

Assistant City Administrator/ Date

Public Works Council Update

- **1st Street Revitalization:** Punch list re-plant scheduled April 1st – April 5th
- **Sewer main Lining project:** Lining is complete
- **Zone 3 Booster Pump Installation.** Isolations Valves have been installed, Electrical installed, pending pump delivery and installation.
- **Public Works Transitioning to Summer Maintenance:** Irrigation repairs, Park mowing, Pothole repairs, Chip seal road prep, 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.
- **Bullfrog Flats**
 - Home construction has started
 - Bullfrog roundabout started construction detour in effect

Library Report for City Council 5/26/26

Honorable Mayor and City Council

- Recently hosted the Roslyn-Cle Elum Kindergarteners. 4 classes and about 70 kids on a Thursday before we opened.
- Completed our Washington Library State Survey
- Current and upcoming programs
 - Conversational Spanish meets every other Monday from 4-5pm. Next up Monday June 1st. A reminder that this is for all skill levels and anyone is welcome to attend on a drop in basis.
 - Storytime Wednesdays at 10:30 am
 - Friday Pre-K free play on the patio 10-11AM. Age appropriate toys provided. Coffee provided.
 - The Mayor will be at the library on Monday June 1st for a “meet the mayor” event at 8AM. We will have coffee and some treats.
- Summer Reading Programming update
 - Our Friends of the Library applied for and received a min-grant from the Upper Kittitas County Rotary that will pay for our collaborative events with the Roslyn Public Library
 - See attached flyer
- Statistics
 - As of the end of April 2026, our YTD circulation (including renewals) is up 2%. We did see a 20% drop in first-time checkouts in April from April 2025. Likely due to baseball and being closed on Saturdays
 - However, new borrowers continue to rise. We are up 29% from last month and 32% year to date.
- Completed a small renovation project in our children’s section. We weeded and shifted adult nonfiction to make more room for children’s materials. Pico Cantieni cut down some tall shelving to improve line of sight. Please stop by and see!
 - Attached is our 2025 collection development graphs to show why we are weeding, shifting, and expanding certain collections.



7/7
Tues
11AM

Carpenter Memorial Library Summer Reading Kickoff Party at the Cle Elum Fire Department

Sign up for summer reading and enjoy a special storytime event featuring Mayor Lundh. You don't want to miss out on the fun giveaways!

7/14
Tues
11AM

Hillia Hula: hosted by the Carpenter Memorial and Roslyn Public Libraries at Upper Kittitas County Senior Center

Hillia will captivate kids with a high-energy, interactive hoop performance filled with dazzling tricks and vibrant colors.

7/21
Tues
10am

Northwest Sled Dog Association at Centennial Park next to the Upper Kittitas County Senior Center

Welcome back the sled dogs to summer reading!

7/28
Tues
11AM

Bug Out! Drop in Live Bug Exhibit presented by the Carpenter Memorial and Roslyn Public Libraries at the Cle Elum Fire Department.

Learn about adaptations, exoskeletons, defense mechanisms, and more! Many creatures can be held. An exciting and informative program!

8/4
Tues
11AM

Explore the Cle Elum Fire Station at the Cle Elum Volunteer Fire Department

Explore the fire station with the Cle Elum volunteer firefighters! Touch a truck, shoot the fire hose and learn about fire safety

8/11
Tues
11AM

Presented by the Carpenter Memorial and Roslyn Public Libraries: Magician Louie Foxx! at the Upper Kittitas County Senior Center

Louie is a two-time Guinness World Record Holder and was voted the Best Live Entertainment for Families by the readers of the Parent Map Magazine, two years in a row! This is a show you don't want to miss! Fun for all Ages!



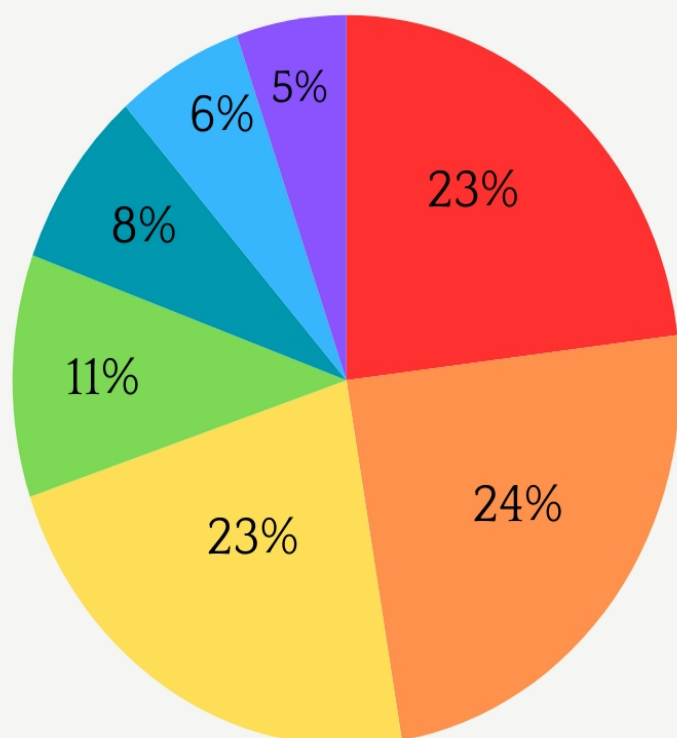
**CARPENTER
MEMORIAL LIBRARY**

WWW.CARPENTER.LIB.WA.US
509-674-2313



2025 CIRCULATION STATS BY COLLECTION

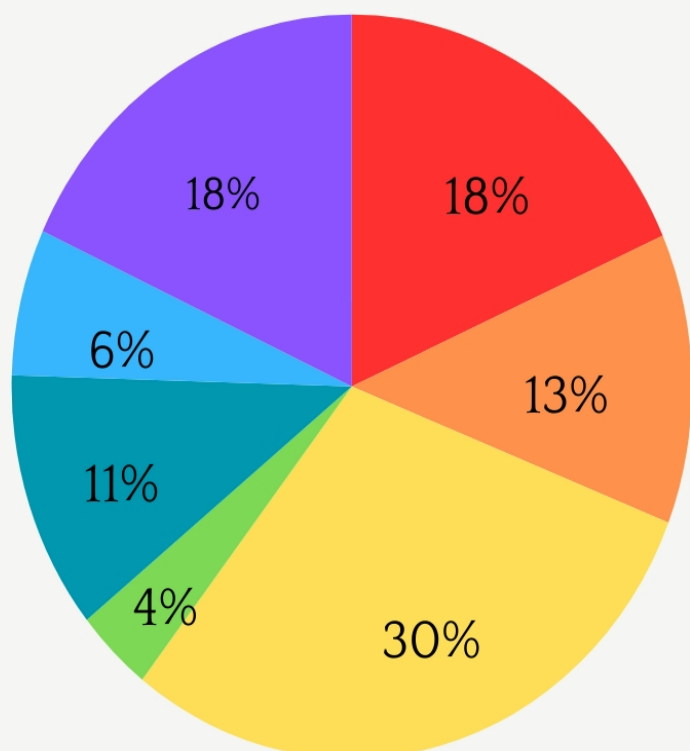
% change
from 2024



- Adult DVDs = 4296 up 48%
- Children's picture books (includes board books) = 4069 up 3%
- Adult fiction = 3974 includes pbs down 4%
digital circ of adult fiction = 1823
- J Graphic novels = 1895 up 20%
digital circ of J F (including graphic novels) = 176
- J Fiction = 1404 up 40%
- J Nonfiction = 1092 up 62%
digital circ of J nonfiction = 10
- Adult nonfiction = 940 down 2%
digital circ of adult nonfiction = 268

INVENTORY BY COLLECTIONS

11,932 items in top 7
circulating collections



- Adult DVDs = 1504
- Children's picture books (includes board books) = 2190
- Adult fiction = 3533
- J Graphic novels = 435
- J Fiction = 1345
- J Nonfiction = 760
- Adult nonfiction = 2165

Total inventory = 13684 items

Including: Pacific Northwest Collection, books on CD, J DVD's, Tonies, etc... (Not including uncataloged paperbacks)

City of Cle Elum – City Council Report

May 2026



Prepared by: Kirstin Vanatta and Kaylee Thompson

Date Submitted: May 21, 2026

Downtown Association – Announcements

First, we would like to thank the community and our supporters for working alongside us throughout this year's transition period. Since the beginning of the year, following the announcement of Jordan Peterson's departure, we have been searching for a new Executive Director while navigating one of our busiest seasons.

We sincerely appreciate everyone's patience and support during this transition. We are pleased to announce that our new Executive Director, Kirstin Vanatta has started and will be taking over.

Completed Events

Downtown Clean-Up

On Saturday, April 19, 2026, we held our Downtown Clean-Up event.

- Over 50 volunteers participated in Clean-Up Day
- Hundreds of weeds were pulled over a two-hour period
- More than 250 pounds of trash were collected from Safeway Hill down to Peoh Avenue

Cle Elum in Bloom

On Monday, May 19, 2026, downtown flower baskets were installed for the summer season.

- 47 flower baskets were hung throughout downtown
- If you notice any issues with watering systems or flowers, please let us know so we can notify CE Public Wks

Washington Main Street Conference

In May, the Downtown Association's Board President attended the Washington Main Street Conference in Colfax, Washington, where he met with other downtown Executive Directors and learned about initiatives and successes happening in Main Street communities across the state.

Upcoming Events

Flag Day – June 14, 2026

On Sunday, June 14, 2026, we will recognize Flag Day with a community display.

- Mini flags will be displayed throughout Wye Park in celebration

Pioneer Days 2026

On Saturday, July 4, 2026, we will host the Cle Elum Fourth of July Parade, a Fireworks Watch Party at Wye Park, and a weekend-long Dock Diving Dog event.

- We anticipate thousands of spectators downtown and look forward to another exciting celebration
- The fireworks show is the only sanctioned fireworks display in Upper Kittitas County and is expected to draw larger-than-usual crowds this year
- Wye Park will host a community street fair with vendors, hot dogs, and a glowstick and t-shirt fundraiser by the Cle Elum Volunteer FFs Association benefiting local student scholarships
- Tuckaway Antiques will have a 4th of July gift basket giveaway running through July 4th
- Mule & Elk Brewing Co. will kick off the weekend with specials, drink deals, and Friday night bingo
- Miners Pizza & Pastry will offer pizza by the slice and free Otter Pops during the parade
- 509 Bake House will celebrate 10 years in business on July 3rd
- Mike's Tavern will host its 3-day Rainier Revival celebration with live music July 3rd from 6–9 PM.
- Cle Elum Eagles will feature the Soul Brigade Band and a small parade performance

- The Barn Door will have a patriotic-themed basket giveaway during the holiday weekend
- Don't forget to support the local fire department at the Fireman's Pioneer Breakfast on Sunday, July 5th from 7 AM–2PM — a great stop after the Runner Stumbles event for a hearty community breakfast

Pioneer Days Committee Meetings

Committee meetings continue to be held on Monday mornings, with community members joining these collaborative working sessions.

- Upcoming meetings are scheduled for June 8, 2026, and June 22, 2026, to finalize weekend event planning
- A public request for bids was issued for the fireworks display, and a contractor has been selected
- Volunteers are needed for event setup, event-day support, and cleanup; more information is available on our website
- Parade float registration is now open through July 2, 2026, via our website

Christmas in Cle Elum 2026

We recently issued a request for bids for downtown lighting installation services for the Christmas lighting ceremony and are currently reviewing submissions.

Volunteering and Committee Opportunities

Committee Opportunities

The Board currently has an open Treasurer position, along with opportunities to participate in several committees, including:

- Design Committee
- Outreach Committee
- Promotions Committee
- Economic Vitality Committee

We encourage anyone interested in joining to volunteer and participate in our events before applying for board or committee membership.

Volunteering Opportunities

Community participation and engagement are vital to our organization. We encourage community members to join us at upcoming events. For more information, please reach out to us directly or sign up through our website.

There are many opportunities to get involved, and we would love to connect with you.

2026 Calendar of Events

- **Cle Elum in Bloom** – Spring
- **Spring Clean-Up** – April 18, 2026 | 9:00 AM–12:00 PM
- **Pioneer Days** – Saturday, July 4, 2026
 - Parade: 10:00 AM–12:00 PM
 - Fireworks: Dusk (high shots from the ballfields)
 - Dock Diving Dogs: July 3–5, 2026 (various times)
- **Boo-Elum** – Saturday, October 31, 2026 | 4:30–6:00 PM
- **Plaid Friday** – Friday, November 27, 2026 (All Day)
- **Christmas in Cle Elum Downtown Lighting** – Saturday, November 28, 2026 | 6:00–7:30 PM
- **Christmas in Cle Elum Parade & Fireworks** – Saturday, December 5, 2026 | 6:00 PM
- **Grinch/Santa Photos** – December 2026 (Dates and times TBD)

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

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

AGENDA DATE: May 12, 2026

ACTION REQUESTED: Public Hearing to consider a Right-of-Way Vacation in the vicinity of E Third and E Second Street, bisecting parcel 563134

BACKGROUND: On April 14, 2026, the City passed Resolution 2026-014, setting the date for a public hearing on a petition to vacate and reconfigure a segment of public right-of-way between E Third and E Second Streets to maintain north-south connectivity and provide access to the alley to the west.

There are no future City plans for development of the subject right-of-way, no recorded utility easements, and no improvements to the existing right-of-way. This right-of-way was established via Ordinance No. 1472, adopted in 2017.

On May 12, 2026, a public hearing is being conducted before the city council. Following the public hearing, the city council shall determine whether to proceed with the vacation as proposed, to modify the proposal, or deny the proposed vacation. If the city council decides to proceed with a vacation, city staff shall prepare an ordinance to vacate the right-of-way.

If approved, a certified copy of the ordinance shall be filed with the county assessor and recorded with the county auditor.

RECOMMENDATION: Planning recommends that the petition for the vacation of platted right-of-way adjacent to land owned by Habitat for Humanity Seattle-King & Kittitas Counties be approved, subject to conditions.

ATTACHMENTS: Staff Report; Petition; Dedication and Vacation Area Exhibit; Valuation; Quit Claim Deed; Resolution; Land Use Signs; Public Notice; Press Release; Parties Notified

LEAD STAFF: Colleda Monick, Planning Consultant, Senior Planner, HLA

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



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

CITY OF CLE ELUM

FINDINGS of FACT, CONCLUSIONS, & RECOMMENDATION

for

PETITION FOR RIGHT-OF-WAY VACATION

Application File: VAC-2026-001

PETITIONER: Skylar Bisom-Rapp on behalf of Floral Avenue LLC, c/o Habitat for Humanity Seattle-King & Kittitas Counties

REQUEST: The applicant is petitioning to vacate and reconfigure a segment of public right-of-way between E Third and E Second Streets to maintain north-south connectivity and provide access to the alley to the west.

PROJECT LOCATION: The subject right-of-way is a north-south corridor extending between E Third Street and E Second Street, located between Floral Avenue and Columbia Avenue, and bisecting Parcel No. 563134

PARCEL NUMBER(S): 563134, 573134, and 583134

DATE OF REQUEST: March 20, 2026

DATE OF HEARING: May 12, 2026

STAFF CONTACT: Colleda Monick, Planning Consultant

I. DESCRIPTION OF REQUEST:

The applicant is requesting to vacate a portion of public right-of-way located between E Third Street and E Second Street, situated between Floral Avenue and Columbia Avenue, and bisecting Parcel No. 563134. The request includes reconfiguration of the existing north-south corridor through vacation and dedication of replacement right-of-way to maintain connectivity between E Third Street, E Second Street, and the alley to the west. The proposed right-of-way modifications are intended to facilitate future site development, including a planned subdivision of the subject property, while maintaining adequate access and circulation.

II. SUMMARY OF RECCOMENDATION:

From the review of the site, the matters contained in the application, and a review of the Cle Elum Comprehensive Plan 2037, the Cle Elum Urban Area Zoning Ordinance, and RCW 35.79, Planning Staff makes the following:

III. FINDINGS:

- A. Background:** On March 20, 2026, the City of Cle Elum received a petition from Skylar Bison-Rapp, on behalf of Floral Avenue LLC (c/o Habitat for Humanity Seattle–King & Kittitas Counties), requesting the vacation of a portion of right-of-way. The application was deemed complete and ready for processing on April 1, 2026.

The subject right-of-way is part of a relatively recent reconfiguration established by Ordinance No. 1472, adopted in 2017. That action vacated approximately 10,197 square feet of unimproved alley in exchange for the dedication of 12,991 square feet of new right-of-way intended for future street purposes, resulting in a net increase of just under 3,000 square feet of City-owned right-of-way. As part of that action, the City Council determined that the full width of the previously existing right-of-way was no longer necessary for public use and approved its vacation to the adjoining property owner, creating the current, somewhat irregular configuration. Ordinance No. 1472 became effective on September 17, 2017.

- B. Council Authority:** The Council has jurisdiction to conduct public hearings on petitions and resolutions to vacate streets and public right-of-way pursuant to CEMC 14.30.200.
- C. Zoning Ordinance:** Technically, street rights-of-way are not designated with an underlying zoning district. However, upon vacation they become zoned the same as the properties to which they are immediately contiguous. In this case, the contiguous zoning is Residential. The entire portion of right-of-way to be vacated will be zoned Residential, consistent with the zoning that is currently located adjacent to the right-of-way.
- D. Cle Elum Comprehensive Plan 2037:** Street rights-of-way do not contain an underlying Comprehensive Plan designation. Upon vacation they will obtain the same Comprehensive Plan designation as the properties to which they are immediately contiguous. The subject portions of right-of-way, once vacated, will have a Future Land Use Designation of Residential.
- E. Revised Code of Washington (RCW) 35.79:** This chapter of state law stipulates the state's requirements for the process of vacating street right-of-way. All requirements of this chapter that can be accomplished prior to the public hearing have been fulfilled. State law provides that the property within the limits to be vacated shall belong to the owners of the lots abutting each side of the vacated area, one-half to the owners on each side of the vacated area (RCW 35.79.040).

IV. ZONING AND LAND USE:

The property being vacated is considered public right-of-way and surrounding properties have the following characteristics:

<u>Direction</u>	<u>Zoning</u>	<u>Land Use</u>
North	Residential	Single-Family Residences
South	General Commercial	Vacant Land
East	General Commercial	Commercial Development
West	Residential	Single-Family Residences

V. STAFF REVIEW:

A request for comments from city staff was made to identify any impacts of this vacation. The following comments were received from public agencies and private companies with an interest in development herein being reviewed:

- A. Traffic Engineering: No issue with the vacation. There are no future plans to develop this area or to extend utilities through the existing right-of-way.
- B. Public Works: Based on the applicant's commitment to enter into a formal maintenance agreement addressing ongoing access and maintenance responsibilities, Public Works supports the proposed right-of-way vacation, subject to execution and recording of the agreement.
- C. No public comments or agency comments were received.

VI. PUBLIC USE OF RIGHT-OF-WAY:

The subject portion of right-of-way to be vacated is completely unimproved on the surface. No curb, gutter, utilities or asphalt are located in this portion of right-of-way.

VII. CRITERIA FOR VACATION OF RIGHT-OF-WAY:

CEMC Ch. 14.30.200(E)(1) provides specific guidelines for right-of-way vacations. These guidelines include ten criteria that must be met in the granting of vacation petitions. There are as follows:

a. The need for the proposed vacation.

Staff Response: The property owner has stated the following as the reason to vacate; "The public benefits of the proposed right-of-way vacation include enabling the creation of more affordable housing lots for the City of Cle Elum and the establishment of a new public alley that aligns the layout of the subsequent development with the patterns of other blocks in the city. The area of the new alley exceeds that of the original alley vacated on September 12, 2017, measuring 10,197 square feet."

b. The current use of the street or alley.

Staff Response: There is no current use as it is undeveloped.

c. Easements within the right-of-way.

Staff Response: There are no recorded easements through the right-of-way.

d. Whether the proposed vacation is consistent with the goals and policies of the comprehensive plan.

Staff Response: *The City's Comprehensive Plan has the following policies regarding the right-of-way vacations. In each instance, this vacation meets these requirements.*

Transportation Policy #11: Street and alley vacations should be supported when: a) The right of way to be vacated is not needed for future public use; b) The right of way to be vacated is not needed for the interconnection of the roadway system; c) The adjoining property owners have demonstrated a need for the vacation; and d) The resulting configuration of the street and/or alley, conforms with the adopted City plans, ordinances, and development regulations.

Transportation Policy #12: Street vacations should only be supported in Downtown and in neighborhoods that have been developed around a traditional grid system when the resulting configuration will not significantly interrupt the function of the overall grid system.

e. Whether the street or alley abuts a body of water (See RCW 35.79.035).

Staff Response: *N/A*

f. The impact of the proposed vacation on neighboring properties.

Staff Response: *The portion of right-of-way proposed for vacation is currently unimproved and does not function as part of the City's developed transportation network. The subject segment does not provide through-access or connectivity consistent with the City's grid system and instead terminates in a manner that interrupts the established block pattern.*

The proposed reconfiguration retains necessary access and does not eliminate any existing vehicular or pedestrian connections serving adjacent properties. As a result, no properties are rendered landlocked, and no changes to existing access points are required.

Given the lack of existing improvements, absence of functional connectivity, and continued provision of access, staff does not anticipate adverse impacts to neighboring properties. Instead, the vacation removes a remnant right-of-way segment that does not contribute to circulation while allowing for a more logical and efficient property configuration.

g. Potential environmental impacts

Staff Response: *The site is adjacent to two fish-bearing streams; however, the proposed vacation and revised layout have been designed to avoid impacts or encroachment on these sensitive areas. Staff finds no environmental concerns associated with the request.*

h. Potential impacts on the public health, safety, and welfare.

Staff Response: *The proposed vacation poses no adverse effects on public health, safety, or welfare. By facilitating development by Habitat for Humanity,*

the project supports the community by providing additional affordable housing opportunities.

i. The public benefit of the proposed vacation.

Staff Response: The vacation enables reconfiguration of the right-of-way to improve connectivity while supporting community goals, including affordable housing and effective use of land, providing a tangible public benefit.

j. The recommended methodology for determining the value of the street or alley to be vacated.

Staff Response: The valuation method was conducted by Private Valuations, Inc.. Based on the research of the surrounding parcels, the value was based on the rate of increase consistent with surrounding parcels for size in relation to value. The estimated value of the additional lot square footage is \$12,000.

VIII. COMPENSATION:

A. CEMC 14.30.200(G)(1) states, "The owner(s) of the property abutting the street or alley to be vacated shall pay to the city an amount not to exceed one-half of the full appraised or assessed value of the area to be vacated as determined by the city."

B. CEMC 14.30.200(G)(1)(a) states, "If the street or alley has been part of a dedicated public right-of-way for twenty-five years or more, or if the subject property or portions thereof were acquired at public expense, the city may require the owners of the property abutting the street or alley to compensate the city in an amount that does not exceed the full appraised or assessed value of the area vacated."

The appraised value, as provided by the Petitioner, is reported as \$12,000 as determined by Private Valuations, Inc. (Half is \$6,000)

Staff Response: The Petitioner is proposing to dedicate replacement right-of-way to the City as part of the overall reconfiguration associated with this vacation request. The area to be dedicated is intended to provide equal or greater functional utility and comparable value to the area proposed for vacation, resulting in no net loss of public right-of-way.

Consistent with CEMC 14.30.200(G)(1), which establishes a maximum compensation amount but does not prescribe the form such compensation must take, staff finds that the proposed dedication of replacement right-of-way constitutes in-kind compensation. Based on the information provided, the value of the land to be dedicated is reasonably equivalent to, or exceeds, the value of the area to be vacated.

Staff also notes that a similar approach was utilized in this same location under Ordinance No. 1472, adopted in 2017, which vacated approximately 10,197 square feet of unimproved alley in exchange for the dedication of 12,991 square feet of new right-of-way, resulting in a net increase in City-owned right-of-way. That action established the current configuration and reflects a precedent of using right-of-way exchange, rather than monetary compensation, to achieve a more functional and efficient public street layout.

Accordingly, staff finds that the compensation requirement of CEMC 14.30.200(G) is satisfied through the proposed land exchange, and no additional monetary compensation is necessary. The City retains the discretion under CEMC 14.30.200(G)(1)(a) to require compensation up to the full appraised value; however, given the proposed dedication, prior precedent, and resulting public benefit, staff does not recommend requiring additional payment.

IX. TRAFFIC STUDY:

The City of Cle Elum's Engineer has determined that a traffic study is not required for this right-of-way vacation.

X. ENVIRONMENTAL REVIEW:

Street vacations are categorically exempt from SEPA review (WAC 197-11-800(2)(i)).

XI. PUBLIC NOTICE:

The Cle Elum City Council set the date of this public hearing for street vacation on April 14, 2026, by Resolution NO. 2026-014, in accordance with RCW 35.79.010.

Other notices of this hearing were provided for in the following manner:

Posting of the property	April 16, 2026
Adjoining property owners notified	April 16, 2026
Legal ad published	April 16, 2026
Posting in three public places (City Hall, Library, UKC Senior Center)	April 16, 2026

XII. CONCLUSION:

1. Petition signatures for this vacation were obtained from the necessary two-thirds of the property owners fronting the right-of-way.
2. If approved, the vacated right-of-way will be incorporated into the adjoining parcel and zoned consistent with the underlying Residential designation.
3. The proposal includes dedication of replacement right-of-way to maintain north-south connectivity and access to the alley to the west, ensuring no properties are denied access to the public street system.
4. The proposed vacation and reconfiguration do not conflict with any planned street improvements or other adopted plans or projects of the City of Cle Elum.
5. The vacation facilitates a revised site layout that supports development of affordable housing, providing a benefit to both the applicant and the community.
6. A traffic study was not required for this proposal, as the unimproved right-of-way does not currently serve vehicular traffic and connectivity is maintained through the revised layout.
7. All applicable requirements for street vacations under RCW 35.79 have been satisfied.

8. Compensation to the City is at the discretion of the City Council per CEMC 14.30.200; however, the applicant proposes dedication of replacement right-of-way of equal or greater value, which may be considered in lieu of monetary compensation.
9. No significant adverse impacts to surrounding properties, critical areas, or public health, safety, and welfare have been identified.
10. No letters were received during the public comment period, which closed on May 5, 2026.

XIII. RECOMMENDATION:

Planning recommends that the petition for the vacation of platted right-of-way adjacent to land owned by Habitat for Humanity Seattle-King & Kittitas Counties be approved, subject to the following conditions:

1. Prior to adoption of the Ordinance vacating the right-of-way, the applicant shall dedicate replacement right-of-way acceptable to the City to maintain north-south connectivity and access to the alley to the west.
2. The location, width, and design of the replacement right-of-way shall be subject to review and approval by the City Engineer and Public Works Director.
3. All necessary easements shall be granted to ensure no parcel is denied access to the public street system.
4. Prior to recording, all required right-of-way dedications, easements, and associated documents shall be prepared, reviewed, and recorded in a form acceptable to the City.
5. Any applicable environmental regulations, including protections for fish-bearing streams and associated buffers, shall be met at the time of development.
6. Compensation to the City for the vacation shall be determined by the City Council; however, the dedication of replacement right-of-way may be considered in lieu of monetary compensation.
7. Prior to recording the Ordinance, all outstanding fees and invoices owed to the City shall be paid in full.
8. The vacated right-of-way shall be zoned Residential.

Council Actions, Options and Potential Motions:

Approval as Recommended

Move to approve the right-of-way vacation as presented in the staff report, adopting the findings, conclusions, and recommended conditions of approval therein, and determining that the proposed dedication of replacement right-of-way satisfies the compensation requirements of CEMC 14.30.200(G), and direct staff to prepare the necessary ordinance.

Approval with Modified Conditions

Move to approve the right-of-way vacation, adopting the findings and conclusions in the staff report, with modifications to the conditions of approval as discussed, and direct staff to prepare the necessary ordinance reflecting those modifications.

Approval with Monetary Compensation

Move to approve the right-of-way vacation, adopting the findings and conclusions in the staff report, but requiring monetary compensation in the amount of \$_____, consistent with CEMC 14.30.200(G), in addition to or in lieu of the proposed right-of-way dedication, and direct staff to prepare the necessary ordinance.

Continue the Public Hearing

Move to close the public hearing and continue the item to a date certain of _____ to allow for additional information and/or revisions to the proposal.

Denial

Move to deny the proposed right-of-way vacation based on the findings discussed.

HABITAT FOR HUMANITY VAC_2026_001

EXHIBIT LIST

Petition for Right-of-Way Vacation
Dedication and Vacation Area
Valuation
Quit Claim Deed
Resolution for Set Date (Resolution No. RES 2026-014)
Land Use Action Signs
Notice of Petition & Public Hearing
Press Release
Parties Notified



City of Cle Elum

**Petition to Vacate a
City Right-of-Way**

Application Packet

City of Cle Elum, Planning Division
119 West First Street, Cle Elum, WA 98922
Phone#: (509) 674-2262 Email: planning@cleelum.gov

STREET OR ALLEY VACATIONS

Vacating an unused or unnecessary public street or alley can create areas for commercial development or neighborhood improvements and place property back on the tax rolls. The decision to vacate the street or alley is made by the City Council. Procedures for processing Right-of-Way Vacations are outlined in CEMC 14.30.200, which are in compliance with the provisions of Washington State law (RCW 35.79).

Petition: Persons or parties wishing to vacate a public street, alley or right-of-way (for access) must first submit a petition on a form prescribed by the Administrative Official and shall be signed by the owners of more than two-thirds of linear frontage of the property abutting the portion of the public right-of-way sought to be vacated. Every petition shall be accompanied by the following: A) a title report for all properties adjacent to the proposed vacated right-of-way; B) a vicinity map showing the general area of the proposed vacation; C) a legal description of the property to be vacated; D) a copy of the record of survey, if available, for the subject right-of-way proposed for vacation, and abutting properties, streets and alleys within 100 feet on all sides of the proposed vacation; E) written evidence of any and all utility easements, or reservations, whether public or private, pertaining to the public right-of-way proposed for vacation, and, if the subject right-of-way encompasses any private utilities, a letter from all utility companies within the right-of-way consenting to the vacation shall be required and submitted to the City of Cle Elum; and F) a written narrative describing the reasons for the proposed vacation, the physical limits of the proposed vacation and the public benefit of the proposed vacation. Every petition for the vacation of any public right-of-way or any part thereof shall be accompanied by an application fee.

Talk to the City Planner: Before preparing your application, you may wish to have the City Planner review your proposal. The City offers "Pre-Application" meetings in which you can gain a better understanding of the review process and potential requirements for your project from various City departments before you formally submit your land use application and pay the application fee. More information and instructions for applying for a Pre-Application meeting can be found online: <https://cityofcleelum.com/wp-content/uploads/2023/03/PREAP-Final-2022.pdf>

Submit Your Application: Once you have submitted an application with the items listed above, a Planner will assist you in the review. To expedite the process, be sure that all parts of the application package are completed.

Compensation: The Applicant shall compensate the City in an amount which does not exceed one-half the appraised value of the area so vacated. If a public right-of-way has been part of a dedicated public right-of-way for twenty-five years or more, or if the subject property or portions thereof were acquired at public expense, the City may require the owners of the property abutting the public right-of-way to compensate the City in an amount that does not exceed the full appraised value of the area vacated. The value of the vacated property shall be determined by an independent appraisal of the vacated property, paid for by the Applicant. All appraisals shall take into consideration the public improvements within the right of way to be vacated, according to their original or depreciated value as may be appropriate in the judgment of the appraiser.

Public Notice: Public notice requirements for right-of-way vacations include: posting the property, publishing a legal notice in a newspaper of general circulation, and posting a notice in three public places, as well as notice to all property owners within 300 feet of the proposed right-of-way vacation by postcard or paper notice. You are encouraged to discuss your proposal with your neighbors. While this is not a requirement, it is often helpful to both the neighborhood in answering questions and concerns.

Public Hearing: The City Council will conduct a public hearing to review the staff recommendation and take public testimony from those both for and against the vacation. You must attend this public hearing.

Appeal the Decision?: For right-of-way vacation decisions, City Council's Decision is final unless appealed to Superior Court. If you are not satisfied with the decision, discuss your concerns with the Planner.



LAND USE APPLICATION
CITY OF CLE ELUM, PLANNING DEVELOPMENT

119 WEST FIRST STREET, CLE ELUM, WA 98922

PHONE: (509) 674-2262 EMAIL: planning@cleelum.gov

INSTRUCTIONS – PLEASE READ FIRST Please type or print your answers clearly.

Answer all questions completely. If you have any questions about this form or the application process, please ask a Planner. Remember to bring all necessary attachments and the required filing fee when the application is submitted. The Planning Division cannot accept an application unless it is complete and the filing fee paid. Filing fees are not refundable. **Consulting fees may apply.** This application consists of four parts. PART I - GENERAL INFORMATION AND PART IV – CERTIFICATION are on this page. PART II and III contain additional information specific to your proposal and MUST be attached to this page to complete the

PART I – GENERAL INFORMATION

1. Applicant's Information:	Name:	Skylar Bisom-Rapp, MAPD - Manastash Architecture Planning & Development						
	Mailing Address:	421 N Pearl St, Ste 100						
	City:	Ellensburg	St:	WA	Zip:	98926	Phone:	(509) 304-2335
	E-Mail:	skylar@mapd.co						
2. Applicant's Interest in Property:	Check One:	☐ Owner	☒ Agent	☐ Purchaser	☐ Other _____			
3. Property Owner's Information (If other than Applicant):	Name:	Floral Avenue LLC, C/O Habitat for Humanity Seattle-King & Kittitas Counties						
	Mailing Address:	ATTN: John Gillilan, 500 Naches Ave S, Suite 200						
	City:	Renton	St:	WA	Zip:	98057	Phone:	(206) 225-8909
	E-Mail:	John.Gillilan@habitatshkc.org						
4. Subject Property's Assessor's Parcel Number(s): 563134, 573134, 583134								
5. Legal Description of Property. (if lengthy, please attach it on a separate document) CLE ELUM; HAZELWOOD ADD., PTN LOTS 6 THRU 15, BLK 23; PTN VAC ALLEY; SEC 25, TWP 20, RGE 15; TWN CLE ELUM; HAZELWOOD ADD., PTN OF LOTS 16-17, BLK 23 AND PTN VAC ALLEY; SEC 25, TWP 20, RGE 15; TWN CLE ELUM; HAZELWOOD ADD., PTN OF LOTS 16-17, BLK 23 AND PTN VAC ALLEY; SEC 25, TWP 20, RGE 15								
6. Property Address: 903 E 2nd St, Cle Elum, WA 98922								
7. Property's Existing Zoning: Single Family Residential								
8. Type Of Application: (Check All That Apply)								
☒ Right-of-Way Vacation ☐ Other _____								

PART II – SUPPLEMENTAL APPLICATION, PART III – REQUIRED ATTACHMENTS, & PART IV – NARRATIVE

SEE ATTACHED SHEETS

PART V – CERTIFICATION

I certify that the information on this application and the required attachments are true and correct to the best of my knowledge.

<i>John Gillilan</i>	03/19/26
Property Owner's Signature	Date
<i>S-BR</i>	03/18/2026
Applicant's Signature	Date

FILE/APPLICATION(S)#

DATE FEE PAID:	RECEIVED BY:	AMOUNT PAID:	RECEIPT NO:
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Supplemental Application For:
RIGHT-OF-WAY VACATION

PART II - LOCATION

1. VICINITY - LOCATION OF RIGHT-OF-WAY TO BE VACATED: Proposing the vacation of 12,991 square feet in Block 23 of the Hazelwood Addition (per Ordinance No. 1472), and the dedication of 11,603 square feet to the City for a new alley right-of-way.

2. LEGAL DESCRIPTION OF THE RIGHT-OF-WAY TO BE VACATED: (Attach if lengthy)

See attached Exhibit A

PART III - APPLICATION INFORMATION

1. A WRITTEN NARRATIVE: (Please submit a written response to the following questions)

A. What is the public benefit, reason for, and limitations of the proposed right-of-way vacation?

The public benefits of the proposed right-of-way vacation include enabling the creation of more affordable housing lots for the City of Cle Elum and the establishment of a new public alley that aligns the layout of the subsequent development with the patterns of other blocks in the city. The area of the new alley exceeds that of the original alley vacated on September 12, 2017, measuring 10,197 square feet.

B. Does the vacation deny sole access to a public street for any property?

No

C. Is the proposal consistent with existing plans of the City? (Petitions should be consistent the Urban Area Comprehensive Plan and other official City Plans and policies)

Yes, the proposal is consistent with existing plans in the city, showing substantial similarity to the alleys proposed in the original Hazelwood Addition plat from 1888, as well as with other existing alleys in Cle Elum. New alleys will be constructed to city standards.

D. Is the vacation appropriate with existing zoning and land use? (Vacation of Right-of-Ways should be appropriate with existing and anticipated development in the area, based upon zoning, current use and long-range plans)

Yes, the vacation is appropriate with existing zoning to allow for residential access to proposed lots, similar to other typical residential development in Cle Elum.

E. Are there any public or franchised utilities in the right-of-way to be vacated and if so, will they be relocated?

No, the existing mapped right-of-way has not been developed. New utilities will be coordinated to the proposed alley rights-of-way.

PART IV - REQUIRED ATTACHMENTS

1. PETITION TO VACATE STREET OR ALLEY REQUIRED (attached)

2. TITLE REPORT FOR ALL ADJACENT PROPERTIES

3. SURVEY OF THE AREA TO BE VACATED

4. APPRAISAL OF THE PROPERTY (an appraisal is required)

5. ENGINEERING PLAN (may be required to indicate how the curb, gutter and other physical features will be treated after the vacation is enacted.)

6. TRAFFIC ANALYSIS (A traffic analysis prepared by a Certified Engineer, which describes the impact to the City transportation network of the closure of the right-of-way, may be required depending on the right-of-way being vacated. As a result of that analysis, a Traffic Study may also be required)

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)

**CITY OF CLE ELUM PLANNING DIVISION
PROCEDURAL GUIDELINES FOR RIGHT-OF-WAY VACATION PETITIONS**

Once a petition to vacate a right-of-way, application form and fee have been filed with the City of Cle Elum, the petition and application will be reviewed by the staff and determined to be complete or incomplete. When determined to be sufficient, the City Clerk will be notified and a petition number assigned to the petition.

The City Council must set the date of public hearing by Resolution during a regular meeting of the Cle Elum City Council. The City Council will conduct the public hearing. State statutes dictate that the public hearing be held no less than 20 and no more than 60 days from the date of "set date" by City Council.

The applicant is responsible for posting the site of the proposed vacation with a land use action sign provided to them by the City while the Planner is responsible for posting written notice of the pendency of the petition in three public places including: the City Hall Lobby, the Kittitas County Courthouse, and the Kittitas County Auditor's Office. The land use action sign should be visible from all affected public rights-of-way.

ALL POSTING MUST OCCUR 20 DAYS PRIOR TO THE PUBLIC HEARING. POSTING OF THE LAND USE ACTION SIGN MUST OCCUR PRIOR TO THE CITY SENDING THE NOTICE OF APPLICATION AND PUBLIC HEARING.

Prior to the public hearing the staff will conduct a technical review involving notification to all city departments and public agencies which may have an interest in the right-of-way. City staff will prepare a recommendation based upon the comments received by the Planning Department from various agencies and departments. The recommendation will consider the need to retain an easement through the subject area.

All property owners within 300 feet of the subject area will be notified by mail, using the records of the Kittitas County Assessor.

The City Council action is at a Public Meeting. The final action by the City Council requires a two-step process of set date for public meeting, and the actual public meeting to affirm or reject the recommendation of staff. If the recommendation from staff is for approval staff shall prepare an information packet for the City Council, and agenda sheet. City Legal and Planning Staff will prepare an Ordinance to enact the vacation which includes the terms and conditions of the vacation, including,

- The compensation required, as specified;
- Whether an easement will be retained, for what purpose, its location and width;
- The length of time the petitioners will be allotted to complete the required improvements and submit the compensation to the City of Cle Elum, after which time the Ordinance becomes null and void; and
- Other conditions specified in the staff's written recommendation.

If the Staff recommends denial of the petition to vacate a public right-of-way, staff shall forward to the City Council the recommendation and pertinent contents of the City right-of-way vacation file.

Planning staff shall notify the applicants of the City Council's final decision for the right-of-way vacation.

HES_09-2025_Right-of-Way-Vacation-Application

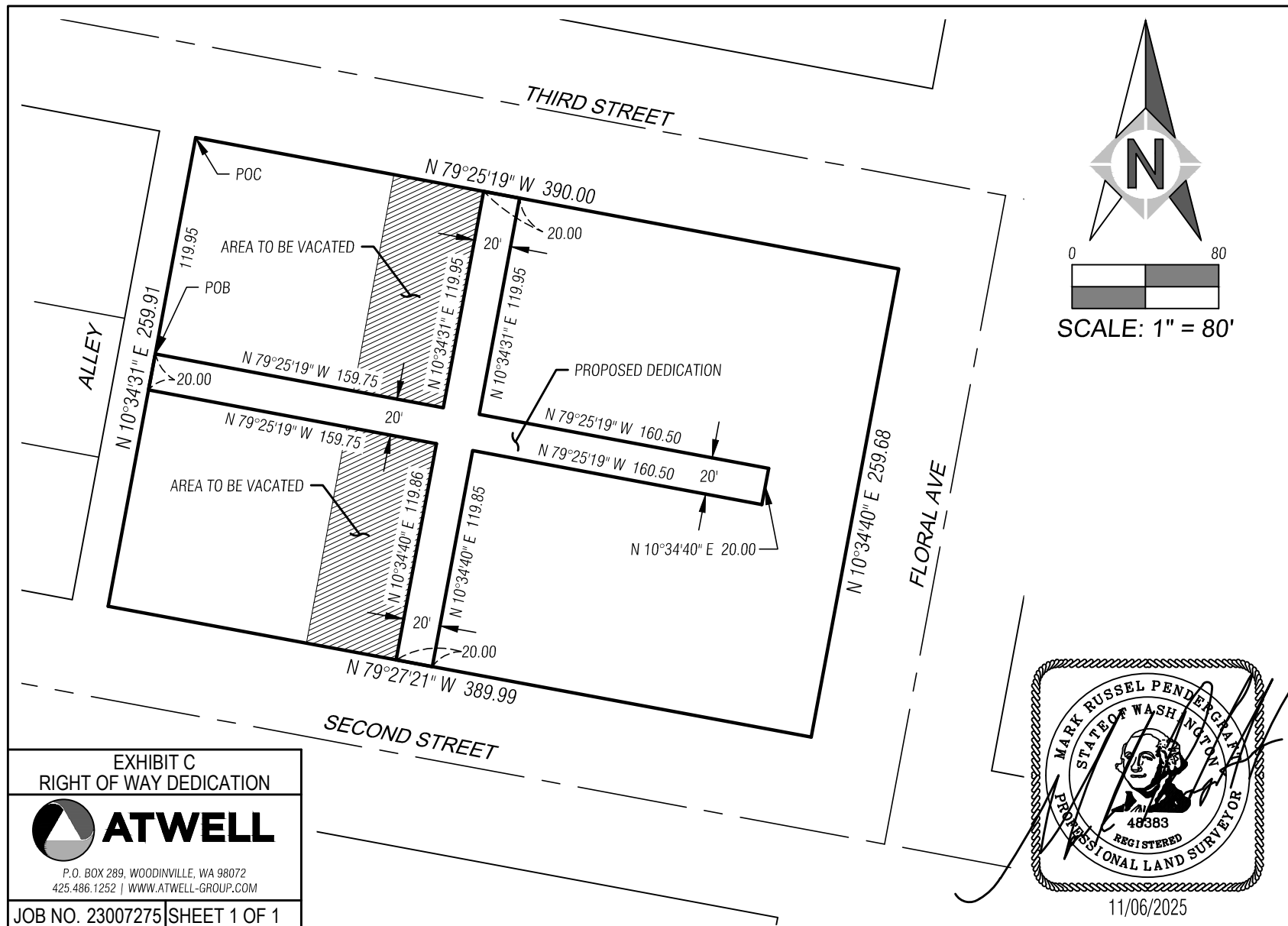
Final Audit Report

2026-03-19

Created:	2026-03-19
By:	Shannyn Towe (shannyn.towe@habitatskc.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAYe_YknCHAQuCYDgVQuMxEzW-kS4Enmj

"HES_09-2025_Right-of-Way-Vacation-Application" History

-  Document created by Shannyn Towe (shannyn.towe@habitatskc.org)
2026-03-19 - 6:29:38 PM GMT
-  Document emailed to John Gillilan (john.gillilan@habitatskc.org) for signature
2026-03-19 - 6:29:44 PM GMT
-  Email viewed by John Gillilan (john.gillilan@habitatskc.org)
2026-03-19 - 6:29:52 PM GMT
-  Document e-signed by John Gillilan (john.gillilan@habitatskc.org)
Signature Date: 2026-03-19 - 7:49:21 PM GMT - Time Source: server
-  Agreement completed.
2026-03-19 - 7:49:21 PM GMT





PRIVATE VALUATIONS, INC.

2841 – 275th Avenue SE, Sammamish, WA 98075 | T 425.688.1700 | www.PrivateValuations.com

November 6, 2025

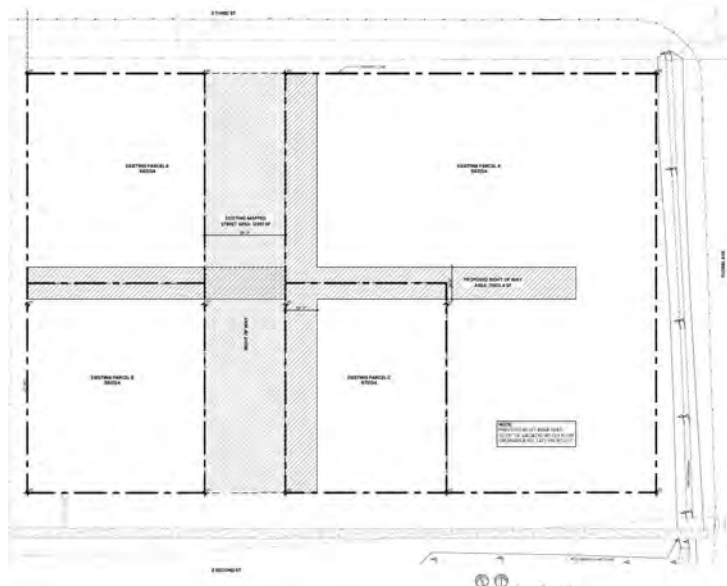
Habitat for Humanity Seattle, King County and Kittitas County
c/o Daniel McCune

Director of Construction
500 Naches Avenue SW, Ste. 200
Renton, WA 98057

At your request, we have attached this addendum letter to our appraisal completed February 27, 2024, of the currently vacant residential parcels located at 903 #ast Second Street in Cle Elum, Washington, (hereinafter referred to as “the Subject”). The effective date of that appraisal was February 23, 2024, and is hereby included within this addendum of value.

The scope of this letter is for the purpose of a boundary (lot) line adjustment to allow to vacate a city right of way by the City of Cle Elum. It is to allow for the modification of common property lines between two adjacent parcels in order to accommodate a minor transfer of land. The adjustment or elimination process shall not create any additional lots, tracts or parcels, nor shall it create a buildable lot from a parcel not originally intended to be buildable. The two lots shall contain sufficient area and dimension to meet minimum current requirements for zoning and building purposes.

The proposed Quit Claim consists of the shifting of portions of tax parcels 573134 & 583134 as illustrated in the following site plan for right of way. The area of the right-of-way will be reduced by 1,388 square feet.



QUIT CLAIM DEED

Reference Number: N/A

Grantor: Cle Elum Partners, LLC a Washington limited liability company

Grantee: City of Cle Elum, a political subdivision of the State of Washington

Legal Description: Exhibit A

Abbreviated Legal: Lots 16, 17, 18, 19 and 20, Block 23, HAZELWOOD ADDITION, TO THE TOWN (NOW CITY) OF CLE ELUM, in the County of Kittitas, State of Washington, as per plat thereof recorded in Book 2 of Plats, page 23, records of said County.

Assessor's Tax Parcel Number(s): 573134 and 583134

A full copy of the Quit Claim Deed and plat maps can be found at the end of this letter.

A search for comparables that may indicate a value change to the Subject from the date of our original appraisal was completed. No strong comparables were found that would alter our conclusion as of February 23, 2024. We completed a site visit to the Subject property on October 16, 2025, and the property for all intents and purposes is the same as it was on February 23, 2025.

In addition to our analysis, we have completed an appraisal of two parcels located in the Subject area within the past several months. This appraisal, in addition to our prior appraisal indicates that the value conclusion arrived at in February of 2024 is still reasonable and the most likely value of the Subject property should it be put on the market again.

Considering our concluded value of \$12.50 per square foot, the alteration of the square foot area of the Subject and our adjustments as presented in our appraisal the difference in value for the Subject property, is \$12,000, rounded.

	\$/SF Avg	Concluded \$/SF	Value
Prior to Alteration	\$12.37	\$12.50	\$1,105,000
After Alteration	\$12.31	\$12.44	\$1,116,963
Value Difference	\$0.06	\$0.06	\$11,963

Concluded As Is Value

Based upon our investigation and analysis, the as is market value of the alteration of the right of way as of October 16, 2025, is reasonably represented as **\$12,000 (TWELVE THOUSAND DOLLARS)**.

This and the attached appraisal is intended to comply with the Uniform Standards of Professional Appraisal Practice as adopted by the Appraisal Foundation, and the requirements of the Financial Institutions Reform, Recovery and Enforcement Act of 1989 (FIRREA): Office of the Comptroller of the Currency, 12 CFR Part 323, Subpart C-Appraisal.

Our investigation included a visit to the Subject site, and consideration of other factors that were deemed necessary. We also reviewed information concerning the economy and market in which the Subject competes. Pertinent information provided by the Client was accepted without further verification as correctly reflecting the history and nature of the Subject property.

Restrictions and Limitations

The opinion of value expressed herein is valid only for the stated purpose, intended use, and effective date of the appraisal. Furthermore, it is only intended to be used by the Client and the intended users as defined above and should not be relied upon by any other party.

No part of this report shall be conveyed to the public through advertising, public relations, news, sales, mail, direct transmittal, or other media, without the prior written consent and approval of Private Valuations, Inc. (PVI).

Future services regarding the subject matter of this report, including but not limited to testimony or attendance in court shall not be required of PVI unless previous arrangements have been made in writing.

No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.

The information furnished by others is believed to be reliable and has been confirmed with public records or a knowledgeable party when possible. However, no warranty is given for its accuracy.

It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.

Certificate of Appraiser

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- George R. Naumann has made a personal site visit to the property that is the subject of this report.
- Private Valuations, Inc. and the appraiser signing this report has performed a previous appraisal of this property with an effective date of February 23, 2024.

- No one provided significant real property appraisal assistance to the people signing this certification.

Washington State has a mandatory re-certification program for all of its certified real estate appraisers. Each certified appraiser signing below is in compliance with that program.

Respectfully Submitted,
PRIVATE VALUATIONS, INC.



GEORGE R. NAUMANN
President
State-Certified General
Real Estate Appraiser #1101020

35064 – Cle Elum, Habitat for Humanity

Property Identification

The Subject is three vacant parcels located at 903 East Second Street, Cle Elum, Washington. It has frontage on all sides and in essence is an entire city block in the City of Cle Elum, a small rural town. The site and improvements are more thoroughly described in the Site Data and Improvements sections, respectively.

Legal Description

The legal description of the Subject property is as follows:

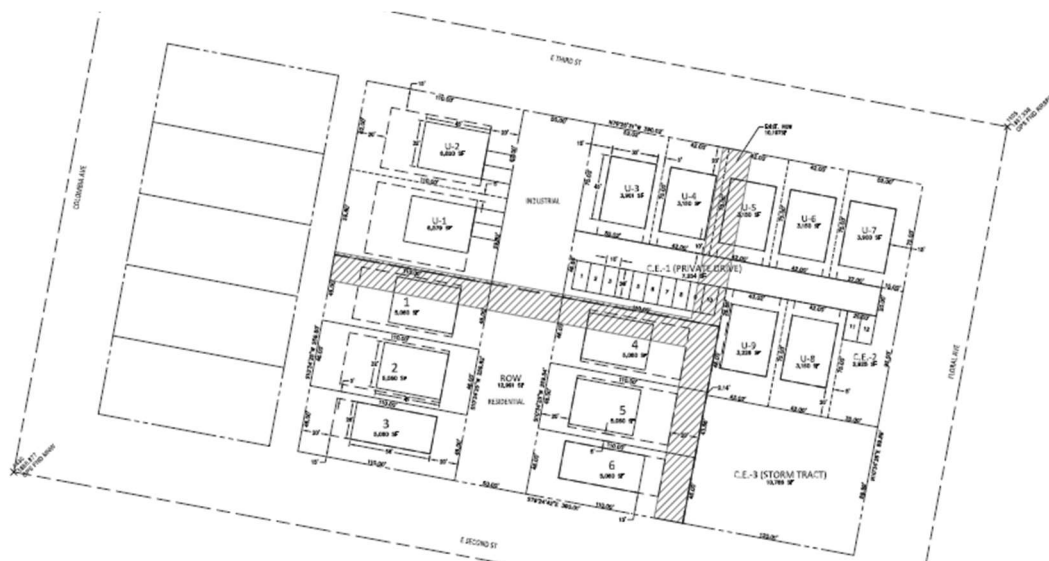
Parcel #583134: Twn Cle Elum; Hazelwood Add; Ptn Lots 18-20; Block 23; Ptn Vac Alley

Parcel #573134: Twn Cle Elum; Hazelwood Add; Ptn Lots 16-17; Block 23; Ptn Vac Alley

Parcel #563134: Twn Cle Elum; Hazelwood Add; Ptn Lots 6-15; Block 23; Ptn Vac Alley

Ownership

According to public records, Floral Avenue, LLC owns the fee simple in the Subject real property.



Definitions

The term “**market value**,” as used in this appraisal, is defined as the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- buyer and seller are typically motivated;
- both parties are well informed or well advised, and acting in what they consider their own best interest;
- a reasonable time is allowed for exposure in the open market;

- payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- the price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Appraisal Institute, Appraisal of Real Estate, 15th Edition, (2020), Identifying the Type of Value and Its Definition, page 49. ISBN 97819353228780.

A “**fee simple interest**” is defined as a fee without limitations to any particular class of heirs or restrictions, but subject to the limitations of eminent domain, escheat, police power, and taxation; an inheritable estate.

Appraisal Institute, Appraisal of Real Estate, 15th Edition, (2020), Identifying the Type of Value and Its Definition, page 60-62,. ISBN 97819353228780.

Purpose, Use and Date of this Addendum to the Appraisal

The purpose of this appraisal is to determine the market value, as defined herein, of the fee simple in the Subject real property, as is, as of August 12, 2025, for consideration in support of financing. A site visit was completed on August 12, 2025

Property History

The Subject was purchased by the current owner via a Warranty Deed on May 23, 2024 for \$1,100,000.

The previous owner purchased the Subject land and improvements through a Statutory Warranty Deed on February 28, 2017, for \$372,790 from the Bator Family, LLC. A transaction with the City of Cle Elum occurred on two of the parcels on January 17, 2018, in regard to vacating an alley and portions of the parcels dedicated to the city road right away.

The Subject was listed for sale with an asking price of \$1,250,000 prior to the current offer that has been accepted.

Extraordinary Assumptions & Hypothetical Conditions

An extraordinary assumption is made that the proposed right-of-way will be completed as described to us in the site plan expeditiously executed in a timely fashion.

Neither a Phase I or Phase II environmental study was provided. We are not qualified environmental inspectors capable of making any determination of environmental contamination. We have made the extraordinary assumption that there are no significant environmental issues located on the property. Should it be deemed that there is an environmental issue, we reserve the right to amend our value conclusion based on the cost of remediation or risk associated with it.

The appraiser’s opinions, conclusions, and assignment results are based upon the extraordinary assumption that public records, as well as real estate specialist’s and salesperson’s published electronic data relied upon, are consistent and true with the actual conditions of the Subject or comparable property. If the conditions of the Subject or comparable property are different from those associated with the extraordinary assumption, the opinions, conclusions, and assignment results of this report may be affected.

In addition, we make the extraordinary assumption that any and all data collected directly through the Client, buyer, seller, tenant and/or lessor, presented either verbally, electronically, or via physical documents, are true and correct and reflect the actual state of the financial history of the Subject, are the true agreed upon lease terms, if any, the actual purchase and sales agreement terms are presented and any other pertinent documents given are accurate.

We are not aware of negative easements, covenants or restrictions affecting the marketability of the Subject, nor any apparent encroachments.

There have not been any hypothetical assumptions made within this appraisal.

Exhibit A – Description of Private Valuations, Inc.

Private Valuations, Inc. is a full-service valuation firm. We appraise businesses, controlling and non-controlling business interests, intangible business assets, commercial and investment real estate, and fractional interests in real estate. In addition, we provide related services, including value-based strategic planning assistance for businesses and real estate development services.

Our clients and their other professional advisors use our valuation services in a wide variety of contexts, including:

- **Estate planning and valuation** - controlling interests and non-controlling interests in family limited partnerships & LLCs; corporations; real estate;
- **Mergers, Acquisitions, and Divestitures** - valuations for determining offering prices and meeting lenders' requirements; fairness opinions; solvency opinions; allocation of acquisition price for financial and tax reporting purposes; due diligence investigations;
- **Corporate Strategic Planning** - identification of productive and non-productive assets; establishment and/or refinement of company goals; and development & implementation of plans to achieve goals;
- **Employee Stock Ownership Plans** - preliminary stock values in feasibility studies; fully documented stock values in support of initial transfers; periodic updates as required;
- **Real Estate Financing** - hotels and motels; commercial; industrial; multi-family residential; proposed developments; raw land;
- **Ad Valorem Property Tax Appeals** – specializing in industrial plants; preliminary analysis to determine potential savings; fully documented appraisals; participation in negotiations with taxing authorities; and testimony before tax appeal bodies at all levels;
- **Cost Segregation (Component Depreciation)** – new properties and property transfers;
- **Real Estate Development** – preliminary and final economic feasibility analyses; market analysis; assistance in securing land use approvals; liaison with city or county planning staff; and
- **Litigation Support** - preliminary consulting on value issues; fully documented appraisals; and experienced, expert testimony, both pre-trial and at trial.

We tailor our engagements to meet each client's needs. Engagements can range from brief consulting assignments to detailed, fully documented written reports or action plans.

We carry out engagements with a seasoned professional staff. Our staff members hold undergraduate degrees in economics, agricultural economics, business administration, forestry, journalism and engineering. In addition, several hold advanced degrees in business administration, law and economics. All of our staff members have specialized continuing education in business valuation and/or real estate appraisal, and several are state-certified general real estate appraisers.

State Unified Business ID # 601-603-229

Federal Tax ID # 91-1674946

Exhibit B – Qualifications of Valuation Consultants

George R. Naumann

George Naumann appraises real estate for a variety of purposes, including financing, estate planning, and litigation. He has appraised a wide range of existing and proposed properties, including:

- Hotels, motels and resorts;
- Convenience stores, with and without gasoline service;
- Restaurants and fast food properties;
- Multi-family properties;
- Condominium projects, both residential and commercial, including conversions;
- Office properties;
- Single- and multi-tenant retail properties;
- Industrial properties, including cold storage and food processing facilities;
- Marina's, including tidelands;
- Vacant commercial and industrial land;
- Vineyards and wineries;
- Special use properties;
- Timberlands; and
- Proposed subdivisions.

Mr. Naumann has researched and appraised contaminated properties. He has also had experience in the analysis of state and local land use restrictions and estimating the impacts of such restrictions on value.

AFFILIATIONS

- ❖ Current President, American Society of Appraising, Pacific Northwest Chapter
- ❖ Candidate to the American Society of Farm Managers and Rural Appraisers (ARA)
- ❖ Past President, Risk Management Association (RMA)
- ❖ Developing Professionals Mentor, RMA
- ❖ Past Vice President, RMA
- ❖ Past Vice President and Treasurer – Downtown Issaquah Association
- ❖ Past Co-Chairman and former Chairman – Fenders on Front Street Car Show
- ❖ Member ASA, American Sailing Association

PROFESSIONAL PROGRESSION

2000 – Present

Private Valuations, Inc.

Principal Real Estate Analyst

Responsible for conducting appraisals of a wide variety of commercial and industrial properties; consulting with clients on development issues; and business development.

1998 – 2000

Lamb, Hanson, Lamb Appraisal Associates, Inc.

Appraiser and Consultant

Responsible for conducting appraisals of a wide variety of commercial and industrial properties.

1997 – 1998

Baldwin Engineering

Site Inspector

Evaluated structural engineering details and determined if construction has been completed to the specifications provided by the structural engineer. Coordinated radiology crew for the x-raying of post-tensioned slab buildings. Wrote reports on all findings.

1995 – 1997

ITT Hartford

Claims Representative

Negotiated casualty claims, considering the corporation's guidelines and the desires of the claimants. Worked with the parties, their attorneys, witnesses, and officials and negotiated with repair service providers.

ACADEMIC BACKGROUND

B.A., Economics, University of Arizona, Tucson, Arizona

Economic regulation and antitrust law, public sector economics, resource and agricultural economics, international trade, economic analysis

B.A., Journalism, University of Arizona, Tucson, Arizona

Copy editing, investigative reporting, libel and tort law

CERTIFICATION

State of Washington Certified General Real Estate Appraiser #1101020

Exhibit C – Right-of-Way Alteration Documents

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.

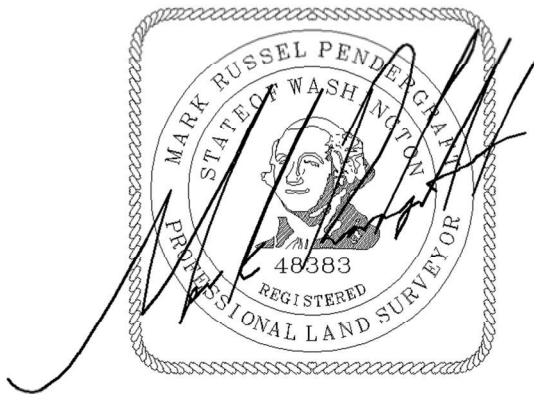
EXHIBIT B
DEDICATION LEGAL DESCRIPTION

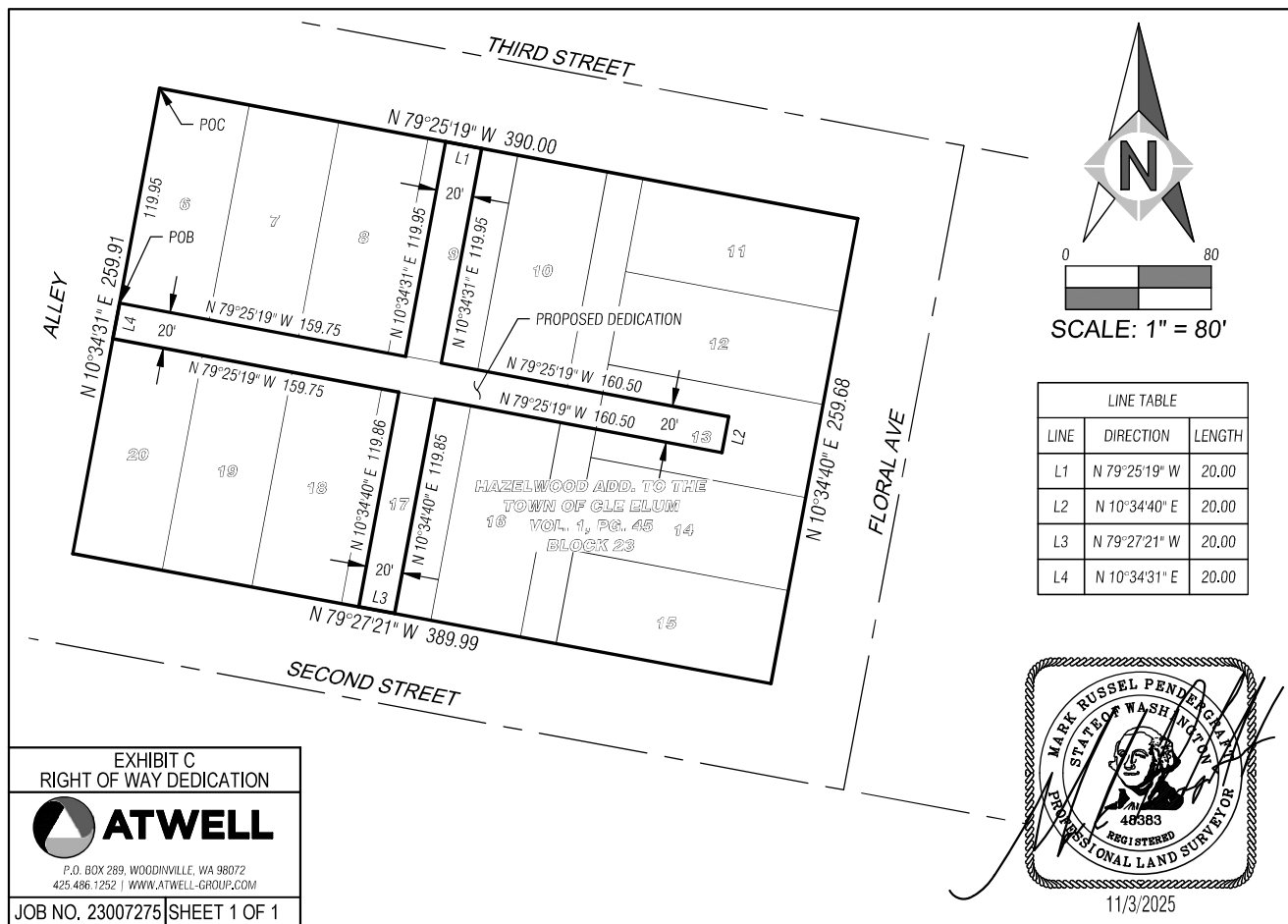
THOSE PORTIONS OF LOTS 6 THROUGH 20, BLOCK 23, HAZELWOOD ADDITION TO THE TOWN OF CLE ELUM, IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON, AS PER PLAT THEREOF RECORDED IN BOOK 1 OF PLATS, PAGE 45, RECORDS OF SAID COUNTY, TOGETHER WITH VACATED ALLEYS, IF ANY AS ACCRUED BY OPERATION OF LAW PER ORDINANCE 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







After Recording return document to:
City of Cle Elum
119 West First Street
Cle Elum, WA 98922

Real Estate Excise Tax
Exempt
Kittitas County Treasurer
By CPA Rahme
Affidavit No. 2018-85
Date: 01-17-18

QUIT CLAIM DEED

Reference Number: N/A

Grantor: Cle Elum Partners, LLC a Washington limited liability company

Grantee: City of Cle Elum, a political subdivision of the State of Washington

Legal Description: Exhibit A

Abbreviated Legal: Lots 16, 17, 18, 19 and 20, Block 23, HAZELWOOD ADDITION, TO THE TOWN (NOW CITY) OF CLE ELUM, in the County of Kittitas, State of Washington, as per plat thereof recorded in Book 2 of Plats, page 23, records of said County.

Assessor's Tax Parcel Number(s): 573134 and 583134

THE GRANTOR, Cle Elum Partners, LLC, a Washington limited liability company, for and in consideration of the sum of ONE AND NO/100 DOLLARS (\$1.00) and other valuable consideration, hereby conveys and quitclaims to City of Cle Elum, a political subdivision of the State of Washington ("Grantee"), all of Grantor's interest in the following described real property in **Exhibit A** attached hereto, and any after acquired interest of the Grantor therein, situated in Kittitas County, in the State of Washington.

The Undersigned hereby agrees to surrender possession of the real property herein conveyed upon receipt of payment from the Grantee.

It is understood and agreed that delivery of this deed is hereby tendered and that the terms and obligations hereof shall not become binding upon City of Cle Elum, State of Washington unless and until accepted and approved in writing by the City Council of Cle Elum, State of Washington.

SUBJECT TO: Easements, restrictions, reservations, covenants and agreements of record.

DATED this 10th day of November, 2017.

By: Jill Jackson
Cle Elum Partners, LLC
Title: Member

STATE OF WASHINGTON)
) ss.
COUNTY OF KITTITAS)

I certify that I know or have satisfactory evidence that Jill Jackson
_____ is the person who appeared before me, and said person acknowledged that (he/she) signed
this instrument, on oath stated that (he/she) was authorized to execute the instrument and
acknowledged it as the owner / member of Cle Elum
Partners, LLC to be the free and voluntary act of such party for the uses and purposes
mentioned in the instrument, and on oath stated that is authorized to execute said instrument.

GIVEN under my hand and official seal the day and year last above written.



Sandra LP Cox
Notary (print name) Sandra LP Cox
Notary Public in and for the State of Washington,
residing at Brewster, WA
My commission expires 11-22-2019

EXHIBIT A
Legal Description

THAT PORTION OF THE FIRST ADDITION TO THE TOWN OF HAZELWOOD (CITY OF CLE ELUM), AS PER THE PLAT THEREOF RECORDED IN BOOK 2 OF PLATS, PAGE 23, SITUATED IN SECTION 25, TOWNSHIP 20 NORTH, RANGE 15 EAST, W.M., KITTITAS COUNTY, STATE OF WASHINGTON DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF COLUMBIA AVENUE AND THIRD STREET OF SAID PLAT; THENCE SOUTH $79^{\circ}25'31''$ EAST ALONG THE CENTERLINE OF SAID THIRD STREET OF SAID PLAT, 300.01 FEET;

THENCE SOUTH $10^{\circ}34'25''$ WEST, 50.00 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY BOUNDARY LINE OF SAID THIRD STREET AND THE TRUE POINT OF BEGINNING OF SAID LINE;

THENCE CONTINUING SOUTH $10^{\circ}34'25''$ WEST, 259.82 FEET TO A POINT ON THE NORTHERLY BOUNDARY LINE OF SECOND STREET OF SAID PLAT;

THENCE SOUTH $79^{\circ}24'42''$ EAST ALONG SAID NORTHERLY BOUNDARY LINE OF SAID SECOND STREET, 50.00 FEET;

THENCE NORTH $10^{\circ}34'25''$ EAST, 259.84 FEET TO A POINT ON THE SOUTHERLY BOUNDARY LINE OF SAID THIRD STREET;

THENCE NORTH $79^{\circ}25'31''$ WEST ALONG SAID SOUTHERLY BOUNDARY LINE OF SAID THIRD STREET, 50.00 FEET TO THE TRUE POINT OF BEGINNING AND TERMINUS OF SAID LINE.

CITY OF CLE ELUM

Approval Memo

PROJECT: VAC-2017-001

DATE: December 13, 2017

To: VAC-2017-001 File

FROM: Lucy Temple, City Planner

RE: VAC-2017-001 Contingent VAC approval

MEMO: A letter of approval for VAC-2017-001 was issued on September 27, 2017, contingent upon filing of a Quit Claim Deed for right of way dedication. The required Quit Claim Deed was received on November 10, 2017. This condition has been sufficiently met, and the Vacation of right of way process for VAC-2017-001 is complete. The Quit Claim Deed will be recorded with the Campbell Corners Binding Site Plan (BSP-2017-001).



After Recording return document to:

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

Real Estate Excise Tax
Exempt

Kittitas County Treasurer

By OPA Rahme

Affidavit No. 2018-85

Date: 01-17-18

QUIT CLAIM DEED

Reference Number: N/A

Grantor: Cle Elum Partners, LLC a Washington limited liability company

Grantee: City of Cle Elum, a political subdivision of the State of Washington

Legal Description: Exhibit A

Abbreviated Legal: Lots 16, 17, 18, 19 and 20, Block 23, HAZELWOOD ADDITION, TO THE TOWN (NOW CITY) OF CLE ELUM, in the County of Kittitas, State of Washington, as per plat thereof recorded in Book 2 of Plats, page 23, records of said County.

Assessor's Tax Parcel Number(s): 573134 and 583134

THE GRANTOR, Cle Elum Partners, LLC, a Washington limited liability company, for and in consideration of the sum of ONE AND NO/100 DOLLARS (\$1.00) and other valuable consideration, hereby conveys and quitclaims to City of Cle Elum, a political subdivision of the State of Washington ("Grantee"), all of Grantor's interest in the following described real property in **Exhibit A** attached hereto, and any after acquired interest of the Grantor therein, situated in Kittitas County, in the State of Washington.

The Undersigned hereby agrees to surrender possession of the real property herein conveyed upon receipt of payment from the Grantee.

It is understood and agreed that delivery of this deed is hereby tendered and that the terms and obligations hereof shall not become binding upon City of Cle Elum, State of Washington unless and until accepted and approved in writing by the City Council of Cle Elum, State of Washington.

SUBJECT TO: Easements, restrictions, reservations, covenants and agreements of record.

DATED this 10th day of November, 2017.

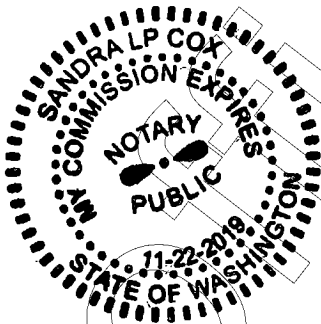
By: [Signature]
Cle Elum Partners, LLC

Title: Member

STATE OF WASHINGTON)
) ss.
COUNTY OF KITTITAS)

I certify that I know or have satisfactory evidence that Jill Jackson
_____ is the person who appeared before me, and said person acknowledged that (he/she) signed
this instrument, on oath stated that (he/she) was authorized to execute the instrument and
acknowledged it as the owner / member of Cle Elum
Partners, LLC to be the free and voluntary act of such party for the uses and purposes
mentioned in the instrument, and on oath stated that is authorized to execute said instrument.

GIVEN under my hand and official seal the day and year last above written.



Sandra LP Cox
Notary (print name) Sandra LP Cox
Notary Public in and for the State of Washington,
residing at Brewster, WA
My commission expires 11-22-2019

EXHIBIT A
Legal Description

THAT PORTION OF THE FIRST ADDITION TO THE TOWN OF HAZELWOOD (CITY OF CLE ELUM), AS PER THE PLAT THEREOF RECORDED IN BOOK 2 OF PLATS, PAGE 23, SITUATED IN SECTION 25, TOWNSHIP 20 NORTH, RANGE 15 EAST, W.M., KITTITAS COUNTY, STATE OF WASHINGTON DESCRIBED AS FOLLOWS:

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THENCE NORTH $79^{\circ}25'31''$ WEST ALONG SAID SOUTHERLY BOUNDARY LINE OF SAID THIRD STREET, 50.00 FEET TO THE TRUE POINT OF BEGINNING AND TERMINUS OF SAID LINE.

CITY OF CLE ELUM

Approval Memo

PROJECT: VAC-2017-001

DATE: December 13, 2017

To: VAC-2017-001 File

FROM: Lucy Temple, City Planner

RE: VAC-2017-001 Contingent VAC approval

MEMO: A letter of approval for VAC-2017-001 was issued on September 27, 2017, contingent upon filing of a Quit Claim Deed for right of way dedication. The required Quit Claim Deed was received on November 10, 2017. This condition has been sufficiently met, and the Vacation of right of way process for VAC-2017-001 is complete. The Quit Claim Deed will be recorded with the Campbell Corners Binding Site Plan (BSP-2017-001).

**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

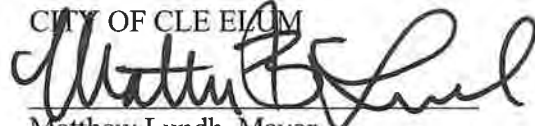
WHEREAS, RCW 35.79.020 requires that the City Council set a public hearing date on the potential street vacation.

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 14th DAY OF April, 2026.

CITY OF CLE ELUM

Matthew Lundh, Mayor

ATTEST/AUTHENTICATED:


Debbie Lee, City Clerk

Filed with the City Clerk: 4-14-26
Passed by the City Council: 4-14-26
Resolution No.: 2026-014
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



LAND USE ACTION SIGNS, Posted 04-16-2026



East Second Street



East Third Street

**NOTICE OF PUBLIC HEARING
CLE ELUM CITY COUNCIL**

Notice is hereby given that the Cle Elum City Council will hold a public hearing at the Cle Elum City Hall, 119 West First Street, Cle Elum, WA. 98922, on Tuesday, May 12, 2026, at 6:00 p.m. or soon thereafter for the purpose of, considering a petition to vacate a portion of unimproved city right of way in the vicinity of E Second and E Third, bisecting parcel 563134.

Interested persons may appear and be heard at said hearing, or written comments may be submitted to the City of Cle Elum, Attn: City Clerk, 119 West First Street, Cle Elum, WA. 98922. (Habitat ROW), or emailed to planning@cleelum.gov.

(Published in the N.E.C. TRIBUNE, April 18, 2026.)

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



Phone: (509) 674-2262
Fax: (509) 674-4097
www.cleelum.gov

**CITY OF CLE ELUM NOTICE OF PUBLIC HEARING
UNIMPROVED RIGHT-OF-WAY VACATION BETWEEN
E SECOND STREET AND E THIRD STREET, BISECTING PARCEL 563134**

The City of Cle Elum has received a petition to vacate a portion of unimproved right-of-way in the vicinity of E. Second Street and E. Third Street. The right-of-way is located between adjacent parcels and bisects one parcel in the area (see map for details). A map highlighting the proposed vacation area and related application materials are available for review at Cle Elum City Hall and on the City's website. <http://cityofcleelum.com/city-services/administrative-services/public-notices/>.

Written comments on this request to vacate City right-of-way are now being accepted by the City and may be hand delivered, mailed, or emailed. Comments received or postmarked by **May 5, 2026** will be included in the staff report and recommendation to Council. Comments will continue to be accepted up to the public hearing date of **May 12, 2026**.

All comments must include the name and address of the person(s) submitting them. Comments submitted through social media (e.g., Facebook, Instagram) will not be accepted. Comments may be submitted by:

- **Mail:** City of Cle Elum, Planning Department (Habitat ROW Vacation), 119 W. First St., Cle Elum, WA 98922
- **Email:** planning@cleelum.gov (include "Habitat ROW Vacation" in the subject line)
- **In Person/Drop Box:** Cle Elum City Hall, 119 W First Street, or the drop box outside the customer entrance on Oakes Avenue

The Cle Elum City Council will be conducting a public hearing to receive direct testimony on the request to vacate this City right-of-way during the regular City Council meeting on Tuesday, May 12, 2026, that starts at 6:00 pm.

The City Council meetings are conducted at the Cle Elum City Hall 119 W First Street, however participation by Zoom is also available **virtually by Zoom using the following link:** <https://zoom.us/j/7573184018?pwd=dERndjBJVC9GdVQ1d2lSRExwZFhXZz09> **or by phone:** 1 (253) 215 8782; Meeting ID: 757 318 4018; Passcode: 98922.

All written comments received prior to and during the hearing will be considered by the City Council before a decision is made. Please note that following this public hearing the City Council may take action on an ordinance to approve this proposed vacation the same night or at a future City Council meeting. For more information, please contact Planning Consultant Colleda Monick at planning@cleelum.gov

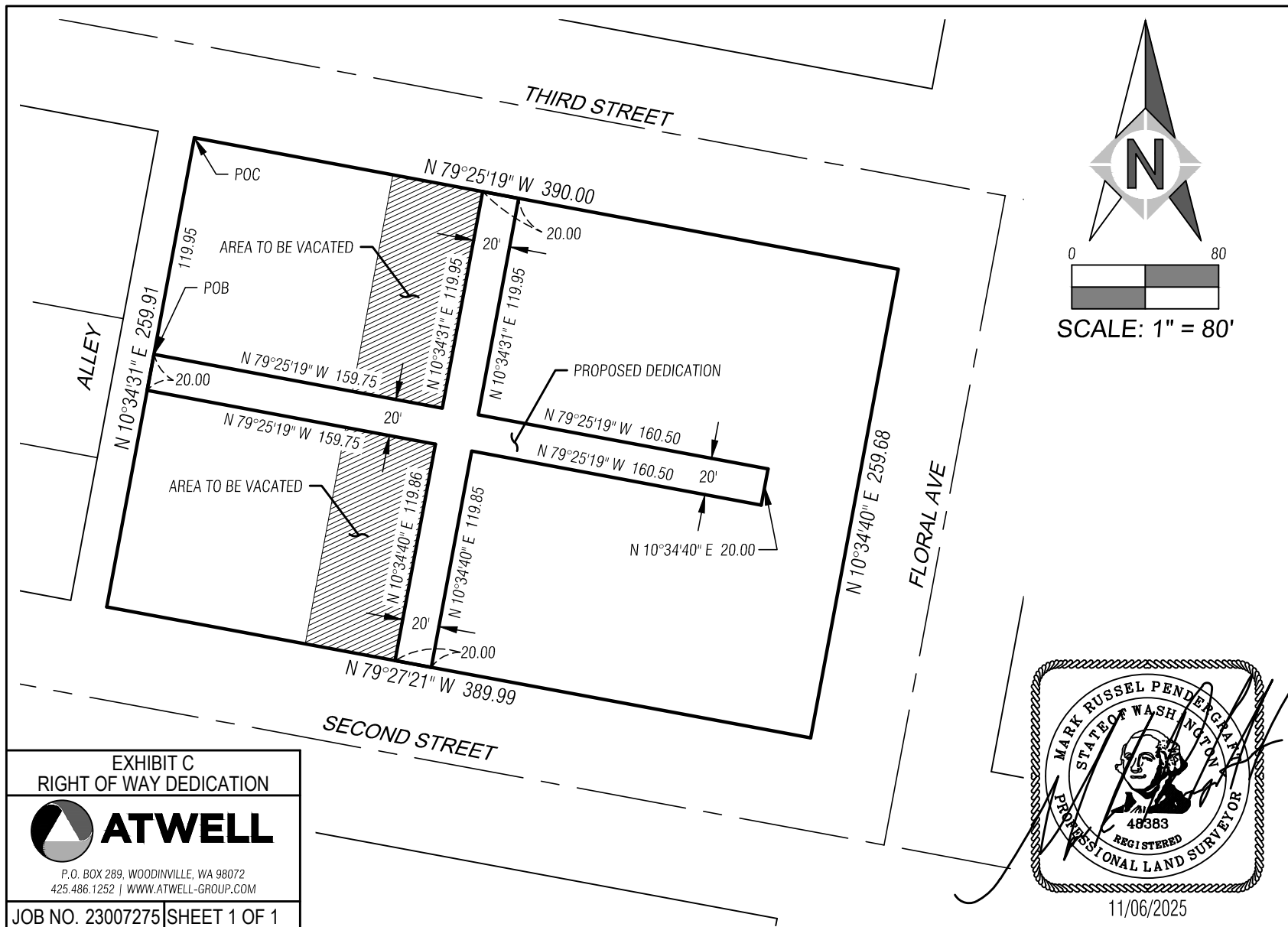


EXHIBIT C
RIGHT OF WAY DEDICATION



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

JOB NO. 23007275 | SHEET 1 OF 1

Owner	Address2	City t2_State Zip
GOLDIE, VICTOR B ETUX	PO BOX 305	CLE ELUM, WA 98922
WWG 903E LLC	38008 SE 47TH ST	SNOQUALMIE, WA 98065-9580
RONALD E BEQUETTE LIVING TRUST	4796 RED BRIDGE RD	CLE ELUM, WA 98922-8593
FLORAL AVENUE LLC	500 NACHES AVE SW STE 200	RENTON, WA 98057
WILSON, JOHN W &	1001 E 3RD ST	CLE ELUM, WA 98922-1311
FLORAL AVENUE LLC	500 NACHES AVE SW STE 200	RENTON, WA 98057
FLORAL AVENUE LLC	500 NACHES AVE SW STE 200	RENTON, WA 98057
CITY OF CLE ELUM	119 W 1ST	CLE ELUM, WA 98922-1105
COOK, STEVEN	408 N COLUMBIA AVE	CLE ELUM, WA 98922-1320
CASE, LEE ANNE	406 COLUMBIA AVE	CLE ELUM, WA 98922
URIBE, MARILYN P	PO BOX 777	CLE ELUM, WA 98922-0777
KANYER, DOLORES M	2890 MCMANAMY RD	ELLENSBURG, WA 98926
GREENMAN, ROBERT B	PO BOX 122	SOUTH CLE ELUM, WA 98943-0122
BRUNKER, KIRSTEN DANIELLE	402 COLUMBIA AVE	CLE ELUM, WA 98922
BORELLI, WILLIAM	904 E 4TH ST	CLE ELUM, WA 98922-1362
ZEPP, LARISSA & JUSTIN	PO BOX 67	SOUTH CLE ELUM, WA 98943-0067
CROSETTO, JOHN J & JUDY	901 E 2ND ST	CLE ELUM, WA 98922
MORARITY, SHANNA C & JAMES J	607 PAXTON AVE	LOVELAND, OH 45140
SWIFTWATER STORAGE LLC	111 N WRIGHT AVE STE B	CLE ELUM, WA 98922
LAMBERT, ROBERT D JR & ELAINE M	31600 126TH AVE SE SPC 154	AUBURN, WA 98092-3689
MID CASCADE INVESTMENTS LLC	PO BOX 1118	NORTH BEND, WA 98045-1118
KAN MAN LLC	901 W 1ST ST	CLE ELUM, WA 98922
SMITH, LARRY D & LORI A	409 N FLORAL AVE	CLE ELUM, WA 98922
ZIEGAN, PEARLE L	911 E 3RD ST	CLE ELUM, WA 98922-1309
MID CASCADE INVESTMENTS LLC	PO BOX 1118	NORTH BEND, WA 98045-1118
SMITH, LARRY D & LORI A	409 N FLORAL AVE	CLE ELUM, WA 98922-1327
ZIEGAN, PEARLE L	911 E 3RD ST	CLE ELUM, WA 98922-1309
CASE, LEE ANNE	406 COLUMBIA AVE	CLE ELUM, WA 98922
CANTRELL, TRAVIS	902 E 4TH ST	CLE ELUM, WA 98922-1362
MURRAY, CARMEN G	4506 3RD AVE NW	SEATTLE, WA 98107-4403
FULL CIRCLE PROPERTIES LLC	80 AUGUSTA PL	CLE ELUM, WA 98922-8501
BRESKO, WAYNE F & AUDRIE M	820 E 3RD ST	CLE ELUM, WA 98922-1308
URIBE, MARILYN P	PO BOX 777	CLE ELUM, WA 98922-0777
SARAH BLACK	1003 E 3RD ST	CLE ELUM, WA 98922
KESHAV NEETI LLC	1001 E 1ST ST	CLE ELUM, WA 98922

On April 16, 2026 I Mailed
The Notice Of Public
Hearing To The Above
Addresses. Virgil Amick



CITY OF CLE ELUM
119 W. First Street
Cle Elum, Washington 98922

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APR 16 2026

GOLDIE, VICTOR B ETUX
PO BOX 305
CLE ELUM, WA 98922



CITY OF CLE ELUM
119 W. First Street
Cle Elum, Washington 98922

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FULL CIRCLE PROPERTIES LLC
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CLE ELUM, WA 98922-8501



CITY OF CLE ELUM

119 W. First Street
Cle Elum, Washington 98922

BRESKO, WAYNE F & AUDRIE M
820 E 3RD ST
CLE ELUM, WA 98922-1308

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CITY OF CLE ELUM

119 W. First Street
Cle Elum, Washington 98922

Sarah Black
1003 E Third St.
Cle Elum, WA. 98922

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CITY OF CLE ELUM

119 W. First Street
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Keshav Neeti LLC
1001 E First St.
Cle Elum, WA. 98922

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119 W. First Street
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CROSETTO, JOHN J & JUDY
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CITY OF CLE ELUM
119 W. First Street
Cle Elum, Washington 98922

FLORAL AVENUE LLC
500 NACHES AVE SW STE 200
RENTON, WA 98057



CITY OF CLE ELUM
119 W. First Street
Cle Elum, Washington 98922

WILSON, JOHN W &
1001 E 3RD ST
CLE ELUM, WA 98922-1311





CITY OF CLE ELUM

119 W. First Street
Cle Elum, Washington 98922

CASE, LEE ANNE
406 COLUMBIA AVE
CLE ELUM, WA 98922

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CITY OF CLE ELUM

119 W. First Street
Cle Elum, Washington 98922

COOK, STEVEN
408 N COLUMBIA AVE
CLE ELUM, WA 98922-1320

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WWG 903E LLC
38008 SE 47TH ST
SNOQUALMIE, WA 98065-9580



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RONALD E BEQUETTE LIVING TRUST
4796 RED BRIDGE RD
CLE ELUM, WA 98922-8593



CITY OF CLE ELUM

119 W. First Street
Cle Elum, Washington 98922

MURRAY, CARMEN G
4506 3RD AVE NW
SEATTLE, WA 98107-4403

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CITY OF CLE ELUM

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AUBURN, WA 98092-3689

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CITY OF CLE ELUM
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CASE, LEE ANNE
406 COLUMBIA AVE
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CITY OF CLE ELUM
119 W. First Street
Cle Elum, Washington 98922

CANTRELL, TRAVIS
902 E 4TH ST
CLE ELUM, WA 98922-1362

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APR 16 2026

KAN MAN LLC
901 W 1ST ST
CLE ELUM, WA 98922



CITY OF CLE ELUM

119 W. First Street
Cle Elum, Washington 98922

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APR 16 2026

ZIEGAN, PEARLE L
911 E 3RD ST
CLE ELUM, WA 98922-1309



CITY OF CLE ELUM

119 W. First Street
Cle Elum, Washington 98922

BRUNKER, KIRSTEN DANIELLE
402 COLUMBIA AVE
CLE ELUM, WA 98922

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CITY OF CLE ELUM

119 W. First Street
Cle Elum, Washington 98922

SMITH, LARRY D & LORI A
409 N FLORAL AVE
CLE ELUM, WA 98922-1327

FIRST-CLASS



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0006246301 APR 16 2026



CITY OF CLE ELUM
119 W. First Street
Cle Elum, Washington 98922

SMITH, LARRY D & LORI A
409 N FLORAL AVE
CLE ELUM, WA 98922



CITY OF CLE ELUM
119 W. First Street
Cle Elum, Washington 98922

MID CASCADE INVESTMENTS LLC
PO BOX 1118
NORTH BEND, WA 98045-1118





CITY OF CLE ELUM

119 W. First Street
Cle Elum, Washington 98922

GREENMAN, ROBERT B
PO BOX 122
SOUTH CLE ELUM, WA 98943-0122

FIRST-CLASS



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APR 16 2026



CITY OF CLE ELUM

119 W. First Street
Cle Elum, Washington 98922

KANYER, DOLORES M
2890 MCMANAMY RD
ELLENSBURG, WA 98926

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APR 16 2026



CITY OF CLE ELUM

119 W. First Street
Cle Elum, Washington 98922

ZEPP, LARISSA & JUSTIN
PO BOX 67
SOUTH CLE ELUM, WA 98943-0067

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ZIP 98922
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0006246301
\$ 000.74⁰
APR 16 2026



CITY OF CLE ELUM

119 W. First Street
Cle Elum, Washington 98922

BORELLI, WILLIAM
904 E 4TH ST
CLE ELUM, WA 98922-1362

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CITY OF CLE ELUM

119 W. First Street
Cle Elum, Washington 98922

SWIFTWATER STORAGE LLC
111 N WRIGHT AVE STE B
CLE ELUM, WA 98922

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APR 16 2026



CITY OF CLE ELUM

119 W. First Street
Cle Elum, Washington 98922

MORARITY, SHANNA C & JAMES J
607 PAXTON AVE
LOVELAND, OH 45140

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APR 16 2026

Virgil Amick

From: Planning
Sent: Friday, May 8, 2026 11:59 AM
To: Virgil Amick
Subject: FW: Habitat ROW Vacation



-----Original Message-----

From: Shanna Morarity <shannarandana@gmail.com>
Sent: Friday, May 8, 2026 7:29 AM
To: Planning <planning@cleelum.gov>
Subject: Habitat ROW Vacation

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

5/5/2006

Dear City Council Members and Planning Commission and All Concerned,

We, Jim and Shanna Morarity, are the owners of the home at 902 East 3rd Street. We are writing to you concerning the proposed Habitat ROW Vacation Project. We are not naive enough to think that the vacant property next to us would never be developed, but we are opposed to the proposed changes which will dramatically impact our property. We are not opposed to the land in question being vacated, but we are strongly opposed to the proposed new dedication of a street/alley/lane that will connect to our alley. The traffic noise and the lights that will be created by the connection will decrease our privacy and value of our property. We also oppose any high-density housing which would devalue our property.

We would like to add that when we purchased our property, we specifically sought out property that was not in a flood plain. We have owned and lived in property that is designated as flood plain and lived through one dramatic flood. "Never again", we said! Suspiciously, a few years ago, the property at 902 E 3rd street was changed by FEMA to indicate that our backyard now lies in the 100 yr flood plain. In addition, less of the property on the proposed project site is now in the flood plain. To be clear, FEMA moved the flood plain designation off the project site and onto our property. We went to Ellensburg to discuss this change, but got no better understanding of how land that has water running through it lies higher than our land. We understand how floodplain regulations work and know that those changes certainly made projects for development on the land less complicated and less costly.

Again, we do not oppose a development, but we DO oppose high density housing and any development that shifts traffic flow onto the alley next to our property and/or decreases the value of our property. We know affordable housing is not easy to find in Cle Elum and are thankful that we bought when we did. However, there is no denying that low-income housing will affect our property value. If adding affordable housing is the goal, it should not be done as single family, low impact housing and not at the expense of the current homeowners.

PS We have been improving our property for years and are looking forward to our retirement. As we are now on the doorstep of retirement, we are concerned about these changes.

PSS This is important to us, please let us know that you received this email.

Sincerely yours,

Jim and Shanna Morarity
902 E 3rd Street
Cle Elum, WA



Virgil Amick

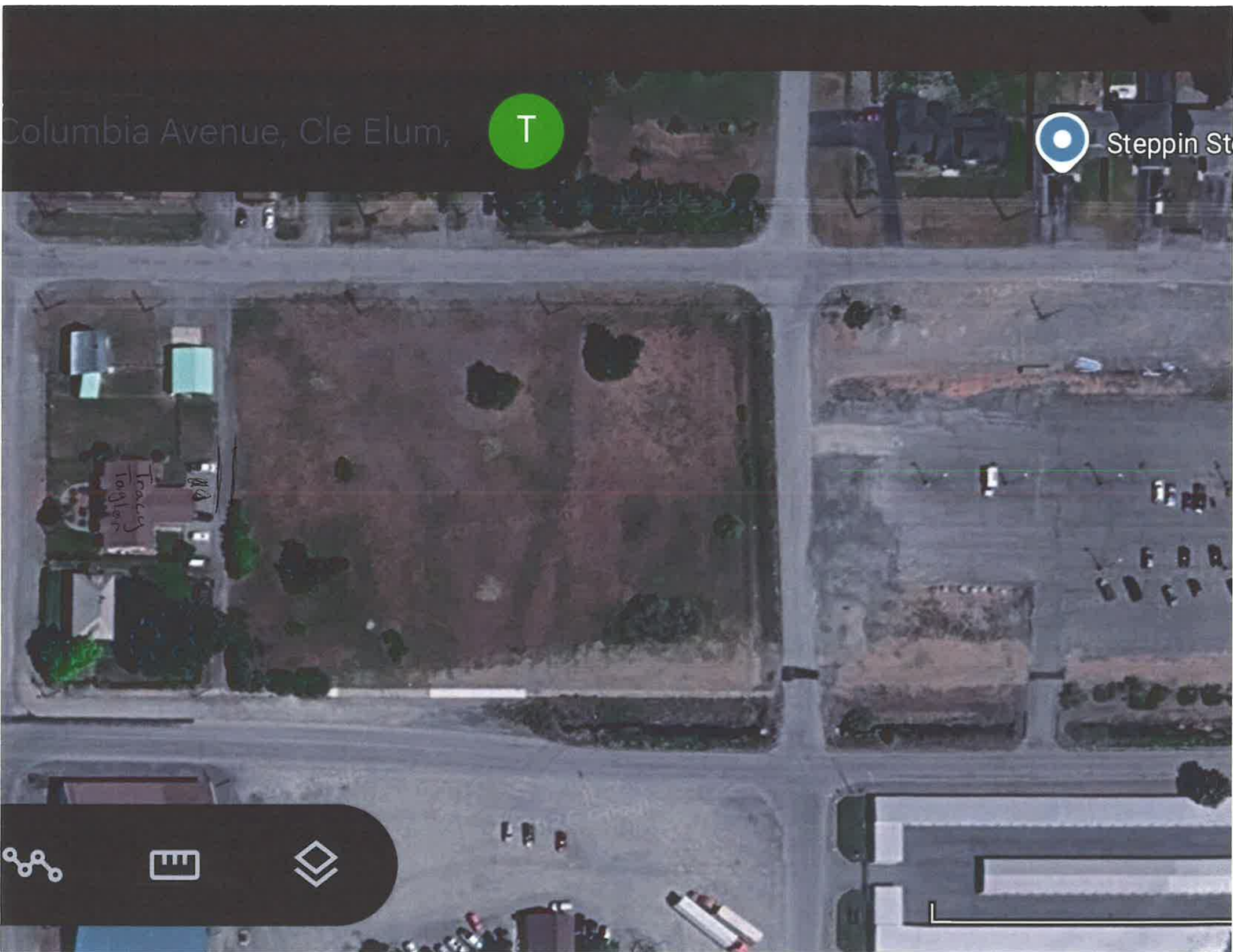
From: Tracy Taylor <tracytl1010@gmail.com>
Sent: Tuesday, May 12, 2026 3:08 PM
To: Planning
Subject: Habitat ROW Vacation

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

My Name is Tracy Taylor. I live at 306 N Columbia Ave, Cle Elum, WA 98922. I'm reaching out in regards to the Habitat ROW vacation project that is in between 2nd and 3rd and Columbia Ave. and Floral Ave. Our garage, driveway, and back yard are in the alley. According to the map it looks like there are plans to put a main entrance into the project directly across from our driveway and garage. It is a gravel alley that is 5 yards wide. I am under no illusion that the property in question will remain undeveloped. I am asking that there not be a neighborhood entrance 5 yards from the front of our vehicles and back yard. It opens the door to property damage, and vandalism/theft. It is also a safety concern. Entrances on 2nd and 3rd are sufficient for a neighborhood that small. If a 3rd entrance is required, putting it on Floral ave makes more sense and is less disruptive to the homes that share the alley. Please give me a chance to speak to the council. Thank you for your time and consideration.

Very Kindly,
Tracy Taylor | 253.951.7271
TracyTL1010@gmail.com







Habitat
for Humanity®
Seattle—King & Kittitas Counties

**every
one**

deserves a decent
place to live.

Floral Ave Development
May 2026

Our Model



Neighborhood Revitalization

Stabilizing affordable neighborhoods and helping working families and elderly households by providing repairs.



Financial Empowerment

By selecting and educating families who are ready for homeownership, 99.3% complete our program.



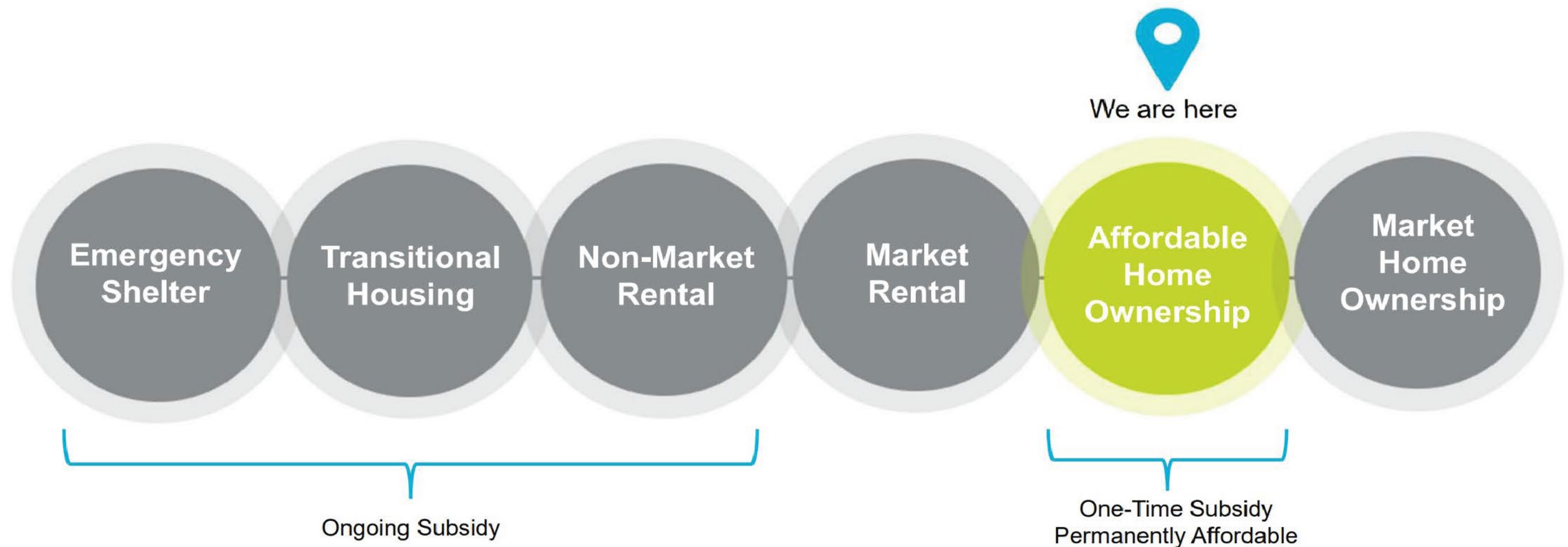
Housing Permanence

Through homeownership, we target long-term change. Not just for single families, but for future communities.



Permanent Affordability

The Habitat Model



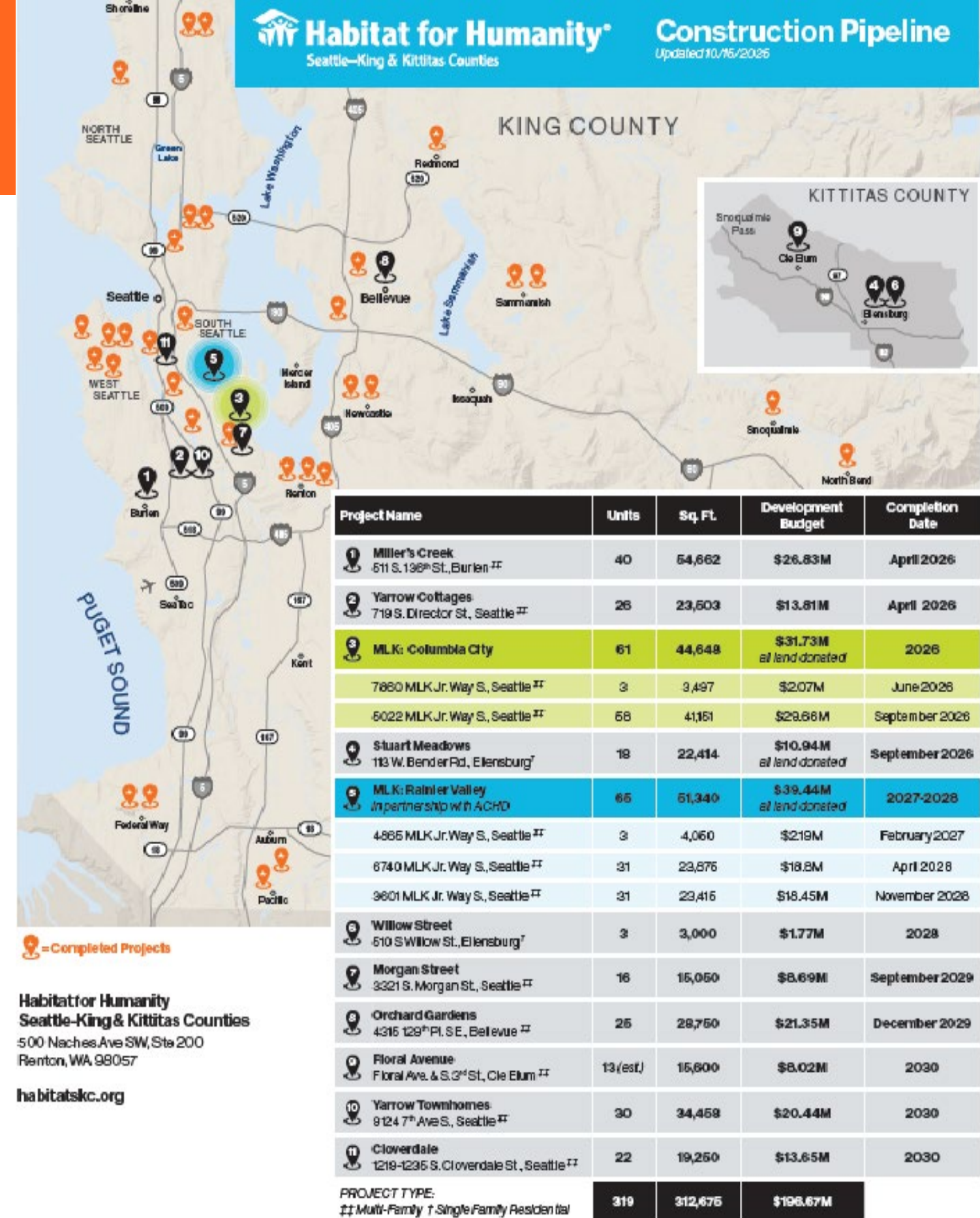
Permanent Affordability

- Habitat homes are affordable to households under 80% AMI and limited appreciation of 1.5% per year.
- This ensures that homeowners for generations will benefit from the opportunity to have an affordable home.
- When a homeowner chooses to sell, Habitat buys it back, makes necessary repairs, and selects a new homebuyer.



Our Experience

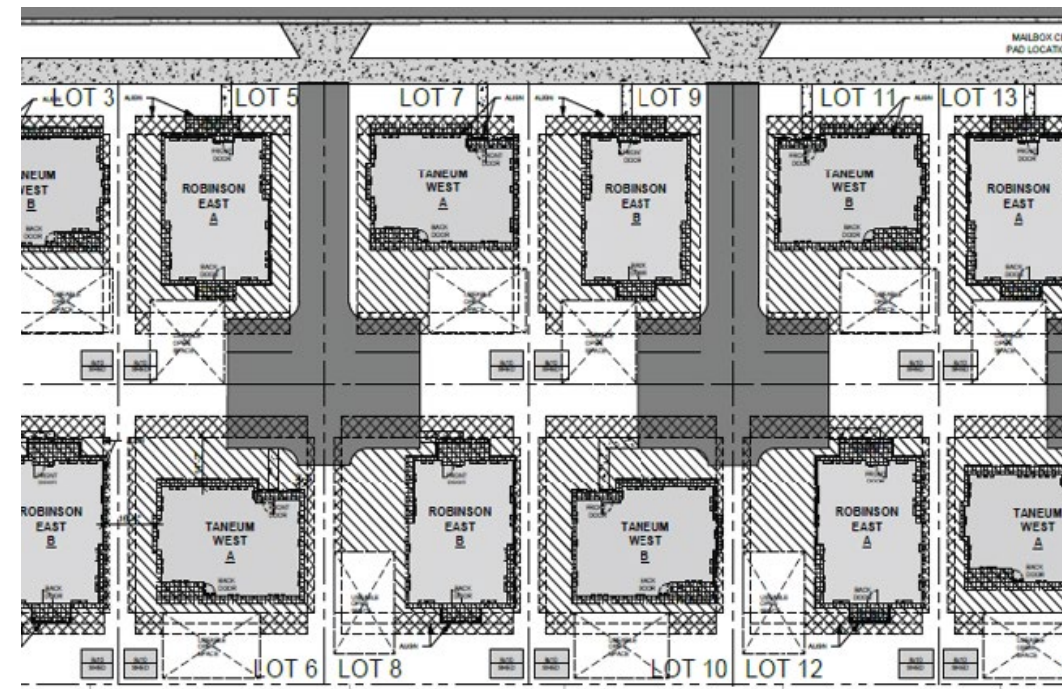
- Founded in 1986
- Non-profit home developer
- 458 homes built to date (and counting)
- Serving more than 1,700 people in more than 520 households.
- We have invested in our staff and capacity, with a goal to increase our impact.
- Expanding our impact – 38 homes built in 2025, 67 homes will be completed in 2026, 76 homes in 2027
- We build townhomes, condo buildings, and single family homes
- 319 homes in our current pipeline





Stuart Meadows

- 18 New Homes
- 3 Bedroom
- Construction completion 2026
- Currently selecting buyers for last 6 homes!



Upcoming Kittitas Development



- Willow Street – Ellensburg 3 homes – Est. 2027



- Floral Ave – Cle Elum 16 Homes

Estimated Development Schedule

Site Control	Complete
Design/Permitting	Q1 2025 – Q2 2027
Begin Construction	Q2 2027 (if fully funded)
Certificate of Occupancy	Q2 2030





About HSKKC: www.habitatskc.org

Homeownership opportunities:
www.buyhabitat.org

We envision a world where everyone has a safe, decent, and affordable place to live.



Floral Ave Development

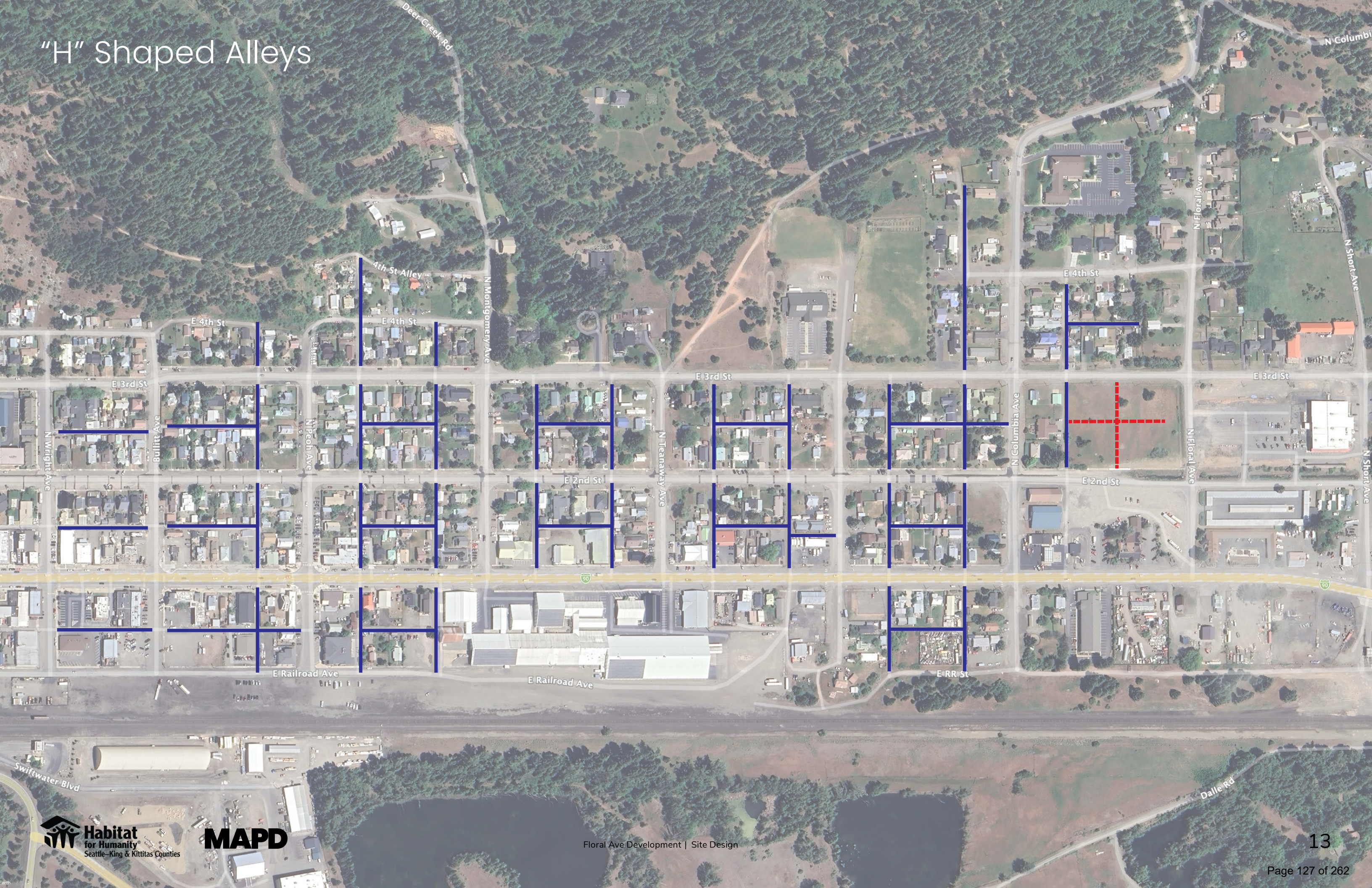
Site Design



Location



“H” Shaped Alleys





E THIRD ST

EXISTING 20' ALLEY
RIGHT-OF-WAY

FLORAL AVE

E SECOND ST

Base Condition



Critical Areas



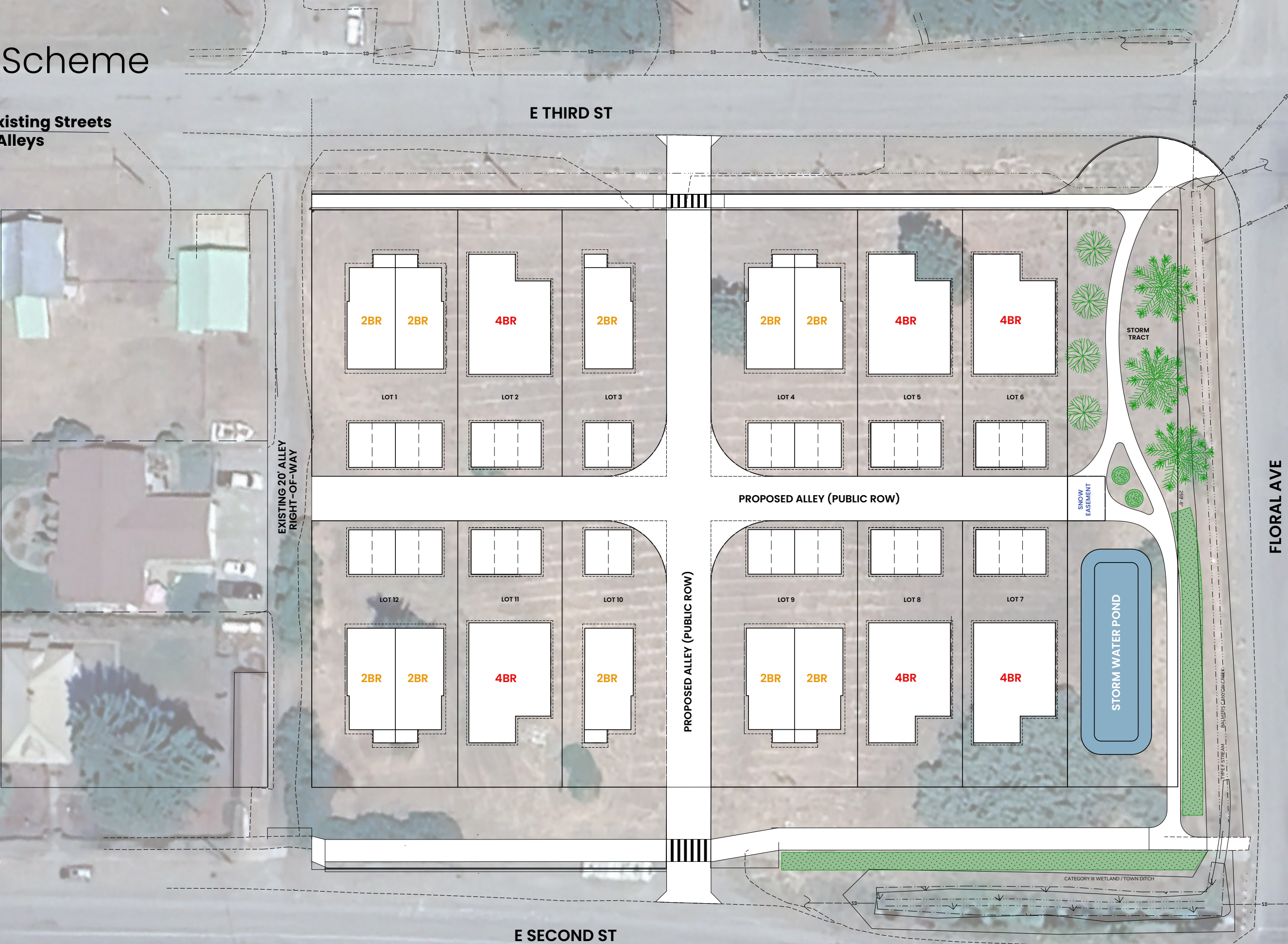
No-Action Scheme

- 14 Total Units
- 6 Front Doors off New Street, 8 off Existing Streets
- 20 Parking Spaces off New Alleys, 14 off Existing Alley



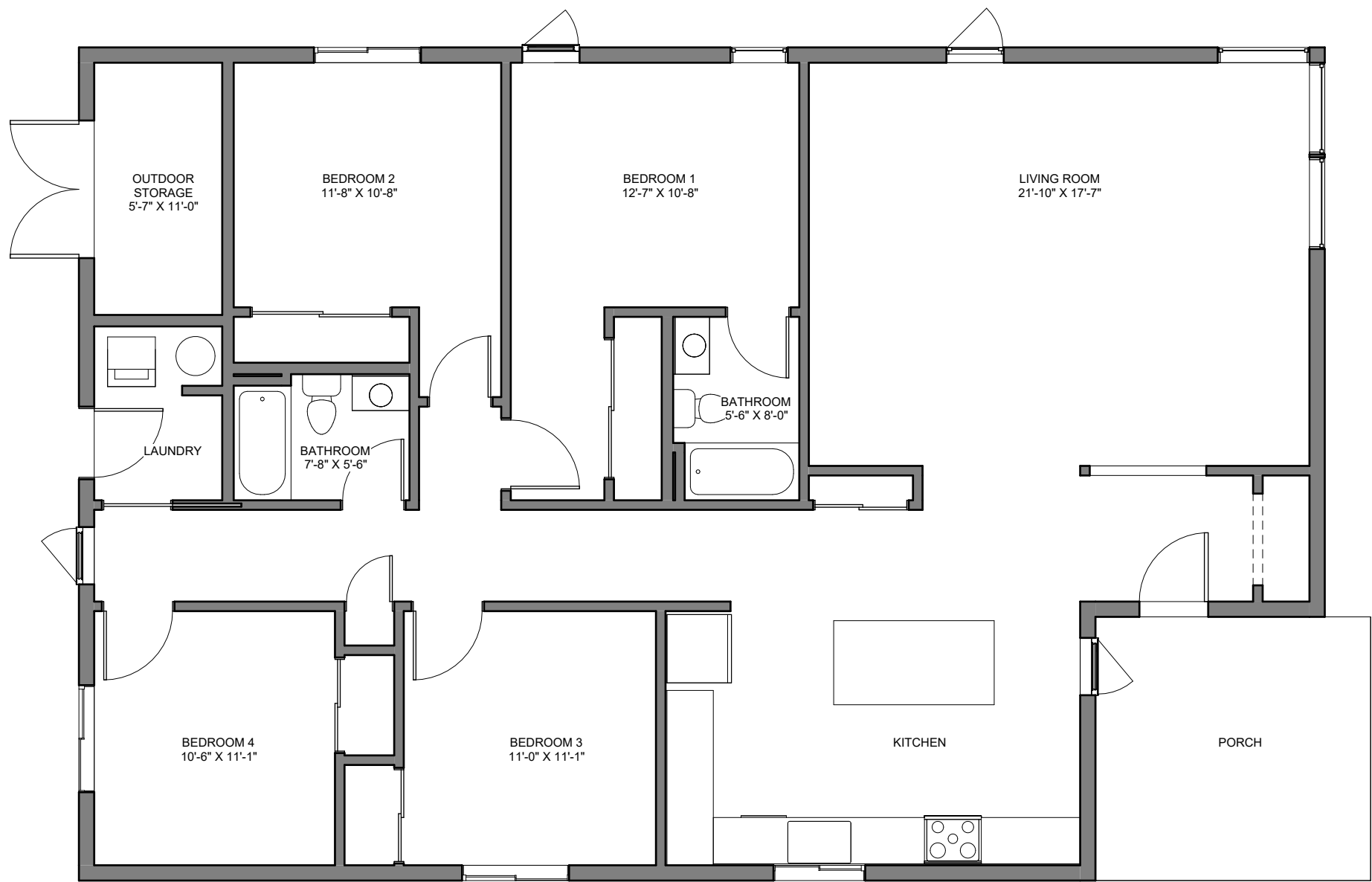
Preferred Scheme

- 16 Total Units
- All Front Doors off Existing Streets
- All Parking off New Alleys



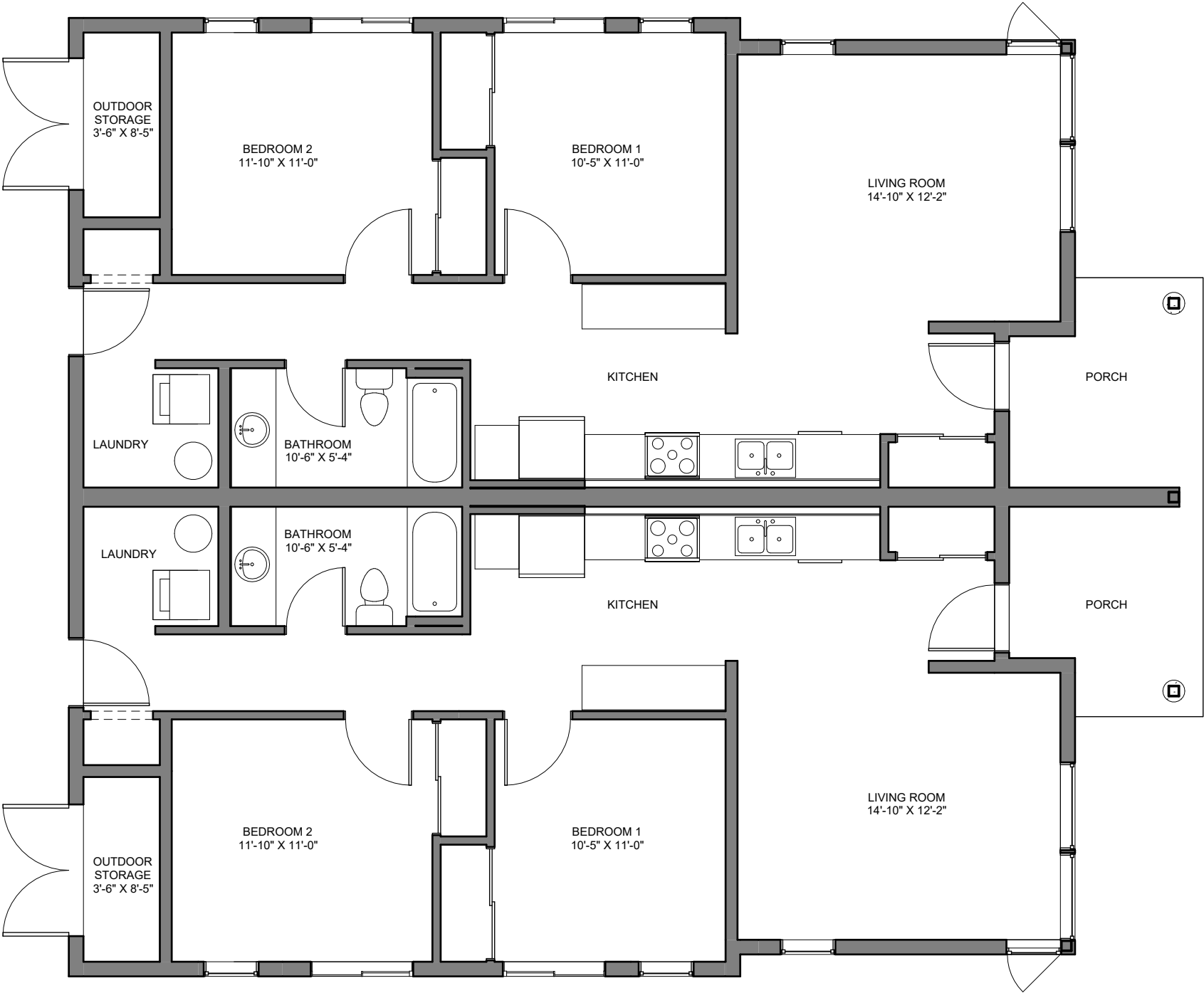
4 Bedroom Plan

- 1,670 Net SF
- 2 Full Bath
- Outdoor Storage
- 3-Car Carport (not shown)



2 x 2 Bedroom Duplex Plan

- 853 Net SF
- 1 Full Bath
- Outdoor Storage
- 2-Car Carport (each, not shown)





Please see the below email regarding the vacation request for addition into the record.

Sincerely,

Colleda Monick
colleda.monick@cleelum.gov
City of Cle Elum
Planning Consultant
509-864-1976

From: Kathy Wyborski <wyborskikathy2@yahoo.com>

Sent: Wednesday, May 20, 2026 3:40 PM

To: Matthew Lundh <mlundh@cleelum.gov>; Colleda Monick <Colleda.Monick@cleelum.gov>

Cc: Steven Harper <steveharper@cleelum.gov>; Ken Ratliff <kratliff@cleelum.gov>; Beth Williams <bwilliams@cleelum.gov>; Steven Cook <scook@cleelum.gov>; Audrey Malek <amalek@cleelum.gov>; Cassidy Buechle-Curtis <cbuechle-curtis@cleelum.gov>

Subject: Habitat for Humanity Floral Street Project

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

My major concern has to do with those two Creeks that run along floral and second Street. And my concern would be that there is an ample setback of development from those two roads/Creek edges.

So I'm thinking maybe the units will require a reduction in number to eight units and perhaps a "u-shaped" road access from 3rd Street to accommodate all the homes and then circling around back to 3rd Street in a "U-shaped" pattern; this might serve access to the individual proposed properties, while avoiding those running creeks.

If I need to come to the next meeting to say the same thing in an open mic setting, I suppose I will. Until then you have my thoughts on the matter.

Thank you for your attention,

Kathy Wyborski
Cle Elum WA

[Yahoo Mail: Search, Organize, Conquer](#)



Virgil Amick

From: Colleda Monick
Sent: Tuesday, May 26, 2026 10:58 AM
To: skylar@mapd.co; Shannon Johnson
Cc: Erica Krum; Virgil Amick
Subject: FW: Habitat Row Vacation



From: Mickey Rosato <mickrosato@gmail.com>
Sent: Tuesday, May 26, 2026 10:42 AM
To: Planning <planning@cleelum.gov>
Subject: Habitat Row Vacation

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Dear Shannon,

While I agree with the vision of Habitat for Humanity, that everyone should have a safe, decent and affordable place to live, I do not believe that city blocks should be jam packed full of houses. I know people need affordable homes, but the 16 units in your proposed plan seems to be an unreasonable amount of homes to be built in the space provided. The Floral Ave. development is not conducive to our small town way of life.

I will never understand why the city council continues to allow these housing developments that will increase our population and destroy our town and its surrounding areas. Every year we are told not to water our lawns. We are experiencing drought and it's expected to only get worse. Where is all this water to support a growing population going to come from? Where is all the garbage that will be generated going to go? What about schools and other services? Did anyone take this into consideration when approvals were made for City Heights, Bullfrog, Teanaway Heights and now Floral Ave.? Also, what about jobs to support this growing population? What are they expected to do once they move in without meaningful work to pay their bills?

It seems to me that the Floral Ave. development did not take the following things into consideration: No outside space for residents to put in a garden, relaxation, or for kids to play in, no privacy, no consideration for nearby home owners, increased trash, traffic and noise, setting a precedent for increased housing density, and changing the landscape of our town. Instead of 16 housing units, I think 8-12 is more reasonable in keeping with the rest of the town.

If neighbors of this development are concerned about a right of way, then I am in favor of their concerns.

This project, along with the rest of them, is in no way enhancing the community's character, which is supposed to be one of the aims of the planning commission. This is changing it to suit the city council's determination to turn a small town into a town like Issaquah. Remember, once it's gone, it's gone forever.

Sincerely,
Mickey Rosato
617 East 2nd St.
CleElum, WA 98922
509 674-1954



Virgil Amick

From: Shanna Morarity <shannarandana@gmail.com>
Sent: Sunday, May 24, 2026 6:27 AM
To: Planning; Colleda Monick; Shannon Johnson; Virgil Amick
Subject: Habitat ROW Vacation

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

In response to the most recent letter to vacate the City right-of-way, we write to clarify our last letter. We do not object to the vacation of property as long as the alley that runs along our property does not connect to the project. We object to the new road connecting to the existing alley. If another connection is needed, it should go to Flora where there is a wide, paved road to handle the traffic.

Sincerely,

Jim and Shanna Morarity
902 E 3rd St
Cle Elum, WA



CITY OF CLE ELUM
Planning Department
STAFF REPORT

ORDINANCE 1729

Habitat Right-of-Way Vacation (VAC-2026-001)

AGENDA DATE: **May 26, 2026**

ACTION REQUESTED: **Ordinance for a Right-of-Way Vacation in vicinity of E Third and E Second Street, bisecting parcel 563134**

BACKGROUND: On April 14, 2026 the City passed Resolution 2026-014, setting the date for a public hearing on a petition to vacate and reconfigure a segment of public right-of-way between E Third and E Second Streets to maintain north-south connectivity and provide access to the alley to the west.

On May 12, 2026, a public hearing was conducted before the city council, which continued to May 26, 2026. Following the public hearing, the city council decided to proceed with the vacation, directing staff to prepare an ordinance to vacate the right-of-way provided, that:

1. Prior to recording of the ordinance, the applicant shall dedicate replacement right-of-way acceptable to the City to maintain north-south connectivity between E Third Street and E Second Street and preserve access to the alley to the west.

2. The vacation shall not become effective until all required right-of-way dedications, easements, and associated documents have been reviewed, approved, executed, and recorded in a form acceptable to the City.

3. The vacation shall not become effective until all required fees, charges, and outstanding invoices associated with processing the proposed vacation have been paid in full and the City has been reimbursed for all costs incurred in processing the proposed vacation.

4. The City Council finds that the dedication of replacement right-of-way constitutes adequate in-kind compensation pursuant to RCW 35.79.030 and CEMC 14.30.200(G), and therefore no additional monetary compensation shall be required.

5. A certified copy of the ordinance shall be recorded with the Kittitas County Auditor in accordance with RCW 35.79.030.

RECOMMENDATION: Adoption of Ordinance No. 1729

ATTACHMENTS: Staff Report; Ordinance

CITY OF CLE ELUM
WASHINGTON
ORDINANCE NO. 1729

**AN ORDINANCE OF THE CITY OF CLE ELUM,
WASHINGTON, VACATING A PORTION OF PUBLIC
RIGHT-OF-WAY LOCATED BETWEEN E THIRD STREET
AND E SECOND STREET, BETWEEN FLORAL AVENUE
AND COLUMBIA AVENUE; AND ACCEPTING
DEDICATION OF REPLACEMENT RIGHT-OF-WAY;
PROVIDING FOR RECORDING; PROVIDING FOR
SEVERABILITY; AND ESTABLISHING AN EFFECTIVE
DATE.**

WHEREAS, through Resolution No. 2026-014, the City Council, in accordance with RCW 35.79.010, set a public hearing and scheduled the hearing for May 12, 2026 to consider a petition to vacate a portion of public right-of-way, as depicted on Exhibit A attached hereto and incorporated herein by this reference; and

WHEREAS, notice of the public hearing was provided in accordance with RCW 35.79.020, and the City Council conducted the public hearing on May 12, 2026, and continued the hearing to May 26, 2026, at which time all persons wishing to be heard were afforded an opportunity to testify; and

WHEREAS, the City Council finds that the proposed vacation of the right-of-way described herein is in the public interest and will not adversely affect the public health, safety, or welfare; and

WHEREAS, Petitioners have agreed that, in exchange for vacation of a portion of the existing unimproved right-of-way, Petitioners will dedicate replacement right-of-way to maintain north-south connectivity between E Third Street and E Second Street and preserve access to the alley to the west; and

WHEREAS, RCW 35.79.030 and CEMC 14.30.200 authorize the City Council to require compensation for vacated right-of-way, but do not require monetary compensation in all instances; and

WHEREAS, the City Council finds that the dedication of replacement right-of-way provides adequate in-kind compensation and substantial public benefit by preserving access, maintaining circulation, and resulting in no net loss of functional public right-of-way; and

WHEREAS, the City Council has determined that the subject right-of-way is no longer required for public roadway purposes and that continued public ownership is unnecessary; and

WHEREAS, the City Council further finds that the proposed vacation and dedication of replacement right-of-way facilitates a more functional right-of-way configuration, maintains public access and circulation, and supports development of affordable housing within the City of Cle Elum.

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

Section 1. Vacation of Right-of-Way. he portion of public right-of-way located between E Third Street and E Second Street, between Floral Avenue and Columbia Avenue, and more particularly described in Exhibit A attached hereto and incorporated herein by this reference, is hereby vacated by the City of Cle Elum, subject to the dedication requirements set forth in Exhibit B attached hereto and incorporated herein by this reference.

Section 2. Adoption of Findings. The Findings of Fact, Conclusions, Recommendations, and Conditions contained within the May 12, 2026 Staff Report for VAC-2026-001 are hereby adopted by the City Council as its findings, conclusions, and conditions in support of this Ordinance and are incorporated herein by this reference as though fully set forth herein, included as Exhibit B.

Section 3. Conditions of Approval. The right-of-way vacation granted by this Ordinance is expressly conditioned upon satisfaction of the following conditions:

1. The vacated right-of-way shall accrue to Parcel No. 563134 and associated abutting property interests in accordance with RCW 35.79.040.
2. The vacated area shall be zoned Residential and shall carry a Comprehensive Plan Future Land Use Designation of Residential.
3. Prior to recording this Ordinance, the applicant shall dedicate replacement right-of-way acceptable to the City to maintain north-south connectivity between E Third Street and E Second Street and preserve access to the alley to the west.
4. All replacement right-of-way dedications, easements, and associated documents shall be reviewed and approved by the City Engineer, Public Works Director, and City Attorney prior to recording.
5. Any outstanding fees, costs, or invoices owed to the City in connection with VAC-2026-001 shall be paid in full prior to recording.
6. The City Council determines that the dedication of replacement right-of-way constitutes adequate in-kind compensation pursuant to CEMC 14.30.200(G), and therefore no additional monetary compensation shall be required.

Section 4. Instruction to City Clerk. The City Clerk shall cause a certified copy of this Ordinance to become effective and be recorded in the records of the Kittitas County Auditor.

Section 5. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to the other persons or circumstances.

Section 6. 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. If the condition of transfer as described in Section 3 is not completed, this ordinance shall not be published and shall not be effective.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE
22 DAY OF May, 2026.

CITY OF CLE ELUM

Matthew Lundh, Mayor

ATTEST/AUTHENTICATED:

City Clerk

Approved as to form:

Curtis Chambers, City Attorney

Filed with the City Clerk:
Passed by the City Council:
Date of Publication:
Effective Date:

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

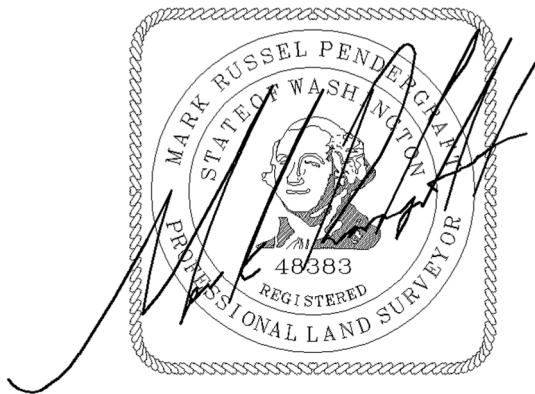
DEDICATION LEGAL DESCRIPTION

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



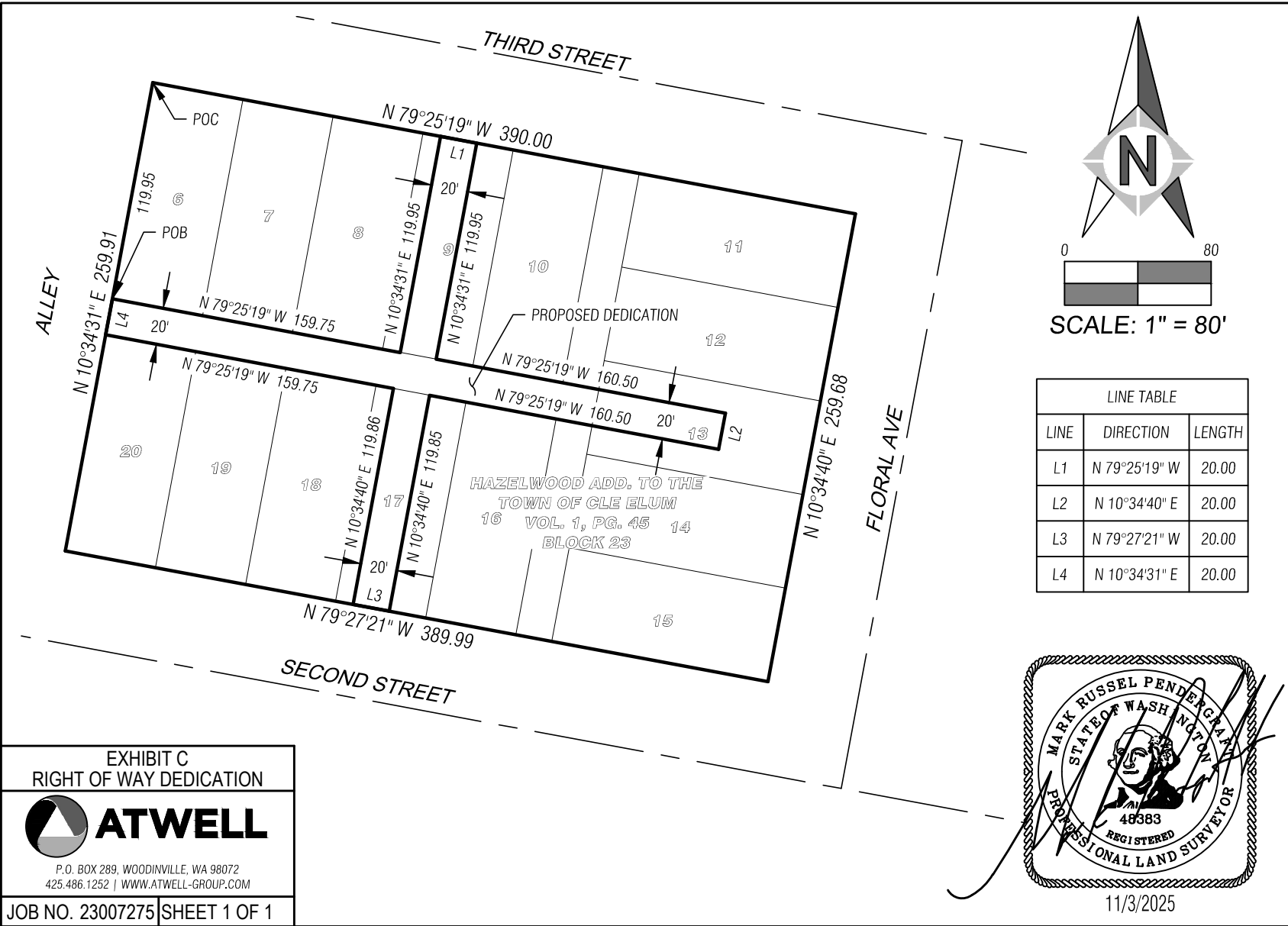


EXHIBIT C
RIGHT OF WAY DEDICATION

ATWELL

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

JOB NO. 23007275 | SHEET 1 OF 1

CITY OF CLE ELUM
Planning Department

**AGENDA STAFF
REPORT**

AGENDA DATE:	<i>May 26, 2026</i>
ACTION REQUESTED:	<i>Second Reading of Atlas Networks Corporation Franchise Agreement Ordinance 1728</i>
BACKGROUND:	<i>On April 22, 2026, the City received a formal request from Atlas Networks Corporation, expressing interest in obtaining an official franchise agreement to provide telecommunications services within city limits.</i> <i>The ordinance before Council today reflects the City's recommended framework for granting the franchise to Atlas Networks Corporation.</i> <i>The item is now before Council for the second reading and consideration of adoption, the first reading occurred on May 12, 2026.</i>
RECOMMENDATION:	<i>To approve at the second reading of proposed ordinance on May 26, 2026; adoption</i>
HANDLING:	<i>Assistant City Administrator, Council</i>
ATTACHMENTS:	<i>Ordinance 1728, Atlas Networks Corporation, Franchise Agreement</i>
LEAD STAFF:	<i>Shannon Johnson, Planning Director</i>

ORDINANCE NO. 1728

AN ORDINANCE OF THE CITY COUNCIL OF CLE ELUM, WASHINGTON, GRANTING TO ATLAS NETWORKS CORPORATION, A NON-EXCLUSIVE FRANCHISE TO OPERATE AND MAINTAIN A TELECOMMUNICATIONS NETWORK WITHIN THE CITY OF CLE ELUM, WASHINGTON, AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, Atlas Networks Corporation (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 May 12, 2026, and May 26, 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 prepaid postage, 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: General Counsel
Atlas Networks Corporation
P.O. Box 2069
Vashon Island, WA 98070-2069

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

Atlas Networks Corporation, hereby accepts and agrees to be bound by all of the terms, conditions and provisions of the Franchise, subject to applicable law.

Atlas Networks Corporation

By: _____

Date: _____

Name: _____

Title: _____



**Washington State
Department of Transportation**

Supplemental Agreement Number <u>1</u>		Organization and Address	
Original Agreement Number 25108		HLA Engineering and Land Surveying Inc. (HLA) 2803 River Road Yakima, WA 98902 Phone: (509) 966-7000	
Project Number HSIP-000S(717)		Execution Date	Completion Date December 31, 2028
Project Title Signalized Intersection Safety Improvements - Construction Engineering		New Maximum Amount Payable \$69,390.00	
Description of Work W First Street and Hartwig Boulevard Construction engineering services for administration and construction observation services to install signal upgrades including protected/permitted left-turn phasing, radar detection, visibility enhancements, ADA upgrades, and other miscellaneous improvements.			

The Local Agency of City of Cle Elum

desires to supplement the agreement entered in to with HLA Engineering and Land Surveying, Inc.

and executed on August 13, 2025 and identified as Agreement No. 25108

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:

Revisions to the Scope of Work due to Supplement No. 1 are attached as Exhibit B.

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: No change to completion date.

III

Section V, PAYMENT, shall be amended as follows:

Original Amount Payable: \$32,500.00

Supplement No. 1: \$36,890.00 (Increase)

Revised Amount Payable: \$69,390.00

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate spaces below and return to this office for final action.

By: _____ By: _____

Consultant Signature

Approving Authority Signature

Date

Exhibit "A"
Summary of Payments

	Basic Agreement	Supplement #1	Total
Direct Salary Cost	\$12,402.00	\$13,946.00	\$26,430.00
Overhead (Including Payroll Additives)	\$15,153.00	\$17,040.00	\$32,291.00
Direct Non-Salary Costs	\$812.00	\$1,255.00	\$1,862.00
Fixed Fee	\$4,133.00	\$4,649.00	\$8,807.00
Total	\$32,500.00	\$36,890.00	\$69,390.00

HLA Engineering and Land Surveying, Inc. (CONSULTANT)

6.0 Construction Engineering

- 6.1 PROJECT Management, Invoicing, and Controls.
 - a. Consult and advise the AGENCY during construction and perform a final review and report on the completed work with representatives of the AGENCY.
- 6.2 Staking.
 - a. Furnish a field survey crew to provide geometric control, including construction staking (as needed).
- 6.3 Construction Observation.
 - a. Furnish a resident engineer (inspector) to be on site and provide surveillance of construction for compliance with plans and specifications for the duration of construction, based on standard 40-hour work weeks, and ten (10) contract working days. If the Contractor is authorized by the AGENCY to work extra hours or extend contract time, then an amendment to this task order will be executed by the AGENCY to compensate for additional work required by CONSULTANT.
 - b. Prepare daily progress reports for the PROJECT.
 - c. Monitor compliance with environmental requirements.
 - d. Interpret plans and specifications when necessary.
 - e. Coordinate and attend construction meetings, anticipated once per week during the duration of construction.
 - f. Review acceptance sampling and testing for construction materials.
 - g. Perform measurement and computation of pay items.
 - h. Review Contractor's submission of contract and materials submittals, samples, and shop drawings. Provide field verification of materials incorporated into the PROJECT, where applicable.
- 6.4 Construction Administration.
 - a. Following Council award authorization, prepare notice of award to the Contractor, assemble construction contract documents, and coordinate contract execution with the AGENCY and Contractor.
 - b. Review the Contractor's submission of their certificate of insurance and contract bond.
 - c. Prepare and transmit notice to proceed to Contractor.
 - d. Coordinate and facilitate preconstruction meeting with the AGENCY, Contractor, private utilities, and affected agencies, including preconstruction agenda and meeting record.
 - e. Receive and maintain PROJECT communications from the Contractor during construction and compile PROJECT documentation.
 - f. Maintain a Record of Materials (ROM) for the duration of the PROJECT.
 - g. Respond to Contractor requests for information (RFI).
 - h. Prepare and distribute weekly statements of working days.
 - i. Prepare and provide monthly progress estimates and recommend Contractor progress payments to the AGENCY.
 - j. Prepare proposed contract change orders and provide to WSDOT for review and concurrence, when applicable.
 - k. Monitor the Contractor's compliance with federal and state labor standards.
 - l. Assist the AGENCY with funding reimbursement information and supporting documentation.

- 6.5 PROJECT Closeout.
- a. Prepare and furnish record drawings and field notes of completed work in accordance with PROJECT field records.
 - b. Conduct final walkthrough inspection with the Contractor and AGENCY. Prepare and transmit the punchlist to the Contractor.
 - c. Monitor lien releases from state agencies.
 - d. Notify AGENCY when retainage may be released.
 - e. Coordinate and administer a PROJECT completion debrief meeting with AGENCY, CONSULTANT, and the Contractor.
 - f. Prepare and submit the recommendation of PROJECT acceptance.
 - g. Prepare and submit Notice of Completion of Public Works Contract (NOC).
 - h. Assist AGENCY with the funding agency project closeout process.

Assumptions

N/A



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Core Data



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Core Data

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Taxpayer Information

Points of Contact

Assertions

Reps and Certs

Exclusions

Responsibility / Qualification

Entity Information

Active Registration

HLA ENGINEERING AND LAND SURVEYING INC

Unique Entity ID

SDZDPKCU1NM8

CAGE/NCAGE

36NF7

Expiration Date

Nov 25, 2026

Physical Address

2803 River RD
Yakima, Washington
98902-1166, United States

Mailing Address

2803 River RD
Yakima, Washington
98902-1166, United States

Purpose of Registration

Federal Assistance Awards Only

Version

Current Record

BUSINESS INFORMATION

Doing Business As

(blank)

Division Name

Hla Engineering And Land Surveying, Inc.

Congressional District

Washington 04

URL

www.hlacivil.com

Division Number

(blank)

State/Country of Incorporation

Washington, United States

Registration Dates

Activation Date

Nov 27, 2025

Submission Date

Nov 25, 2025

Initial Registration Date

Feb 21, 2005

Owner

Immediate Owner

CAGE

(blank)

Legal Business Name

(blank)

Entity Dates

Entity Start Date

Feb 1, 1984

Fiscal Year End Close Date

Dec 31

Highest Level Owner	(blank) (blank)
---------------------	-----------------

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

No

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Not Selected

SAM SEARCH AUTHORIZATION

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

☒ Yes

ENTITY TYPES

Business Types

Entity Structure	Corporate Entity (Not Tax Exempt)
------------------	-----------------------------------

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic

5/1/26, 8:30 AM

SAM.gov

Entity Type	Business or Organization	Small Business Search if the entity completed the SBA supplemental pages during registration.
Profit Structure	For Profit Organization	
Organization Factors	Subchapter S Corporation	

FINANCIAL INFORMATION

Payments

Accepts Credit Card Payments	Debt Subject To Offset 
No	No

ACCOUNT DETAILS

EFT Indicator **0000**
CAGE Code **36NF7**

Electronic Funds Transfer

Account Type	Checking
Account Number	*****74
Routing Number	*****74
Lockbox	(blank)

Automated Clearing House

Phone (U.S.)	5095756708
Phone (non-U.S.)	(blank)
Email	(blank)
Fax	(blank)

Remittance Address

HLA Engineering and Land Surveying Inc

5/1/26, 8:30 AM

SAM.gov

Number		2803 River Road
		Yakima, Washington 98902-6389
Financial Institution	KEY BANK	United States

TAXPAYER INFORMATION

Taxpayer Name	Name/Title of Individual
HLA Engineering and Land Surveying Inc	Executing Consent
	President
Address	Signature
2803 River RD	Michael T Battle
Yakima, WA 98902-1166	
United States	EIN
	*****7188
Type of Tax	
Applicable Federal Tax	
Tax Year (Most Recent Tax Year)	
2024	
TIN Consent Date	
Nov 25, 2025	

POINTS OF CONTACT

Accounts Receivable POC

Primary Point of Contact		
Krystal R Backes, Billing Manager		
Email	Phone	Fax
kbackes@hlacivil.com	509 966-7000	5099653800

Electronic Business

Primary Point of Contact

Lisa R Adams, Controller

Email

ladams@hlacivil.
com

Phone

509 966-7000

Fax

5099653800

Address

2803 River Road
Yakima, Washington 98902-6389
United States

Alternate Point of Contact

Kelly L Hedrick, HR Manager

Email

khedrick@hlacivil.co
m

Phone

509 966-7000

Fax

5099653800

Address

2803 River Road
Yakima, Washington
98902
United States

Government Business

Primary Point of Contact

Benjamin A Annen, President

Email

bannen@hlacivil
.com

Phone

509 966-7000

Fax

5099653800

Address

2803 River Road
Yakima, Washington 98902-6389
United States

Alternate Point of Contact

Lisa R Adams, Controller

5/1/26, 8:30 AM

SAM.gov			
Email	Phone	Fax	Address
ladams@hlacivil.com	509 966-7000	5099653800	2803 River Road Yakima, Washington 98902 United States

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- Check Entity Status
- Federal Service Desk
- External Resources
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HLA ENGINEERING AND LAND SURVEYING INC

Active Registration

Unique Entity ID

CAGE/NCAGE

SDZDPKCU1NM8 36NF7

Expiration Date

Nov 25, 2026

5/1/26, 8:31 AM

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Physical Address

2803 River RD
Yakima, Washington
98902-1166, United States

Mailing Address

2803 River RD
Yakima, Washington
98902-1166, United States

Purpose of Registration

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ASSERTIONS

This entity did not choose to pursue Federal contracts. They stated their reason for registering in SAM was to pursue Federal Assistance opportunities like grants and loans. This means they are not required to complete the Assertions section of this SAM registration.

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HLA ENGINEERING AND LAND SURVEYING INC

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FINANCIAL ASSISTANCE REPRESENTATION AND CERTIFICATION

The Grants Certifications are a common set of certifications and representations required by Federal statutes or regulations in accordance with the grants guidance under Title 2 of the Code of Federal Regulations (2 CFR 200.208 Certifications and Representations). Those non-Federal entities who intend to apply for, or are already recipients of Federal grants or agreements, must read and agree to the corresponding certifications and representations. Registrants who reply yes to the following questions are required to keep these certifications and representations current, accurate, and complete as part of their entity registration.

Does **HLA ENGINEERING AND LAND SURVEYING INC** wish to apply for a Federal financial assistance project or program, or is **HLA ENGINEERING AND LAND SURVEYING INC** currently the recipient of funding under any Federal financial assistance project or program? **No**

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HLA ENGINEERING AND LAND SURVEYING INC

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98902-1166, United States

Purpose of Registration

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Version

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EXCLUSIONS



There may be instances when an individual or firm has the same or similar name as your search criteria, but is actually a different party. Therefore, it is important that you verify a potential match with the excluding agency identified in the exclusion's details. To confirm or obtain additional information, contact the federal agency that took the action against the listed party. Agency points of contact, including name and telephone number, may be found by navigating to the Agency Exclusion POCs page within Help.

Active Exclusions

There are no active exclusion records associated to this entity by its Unique Entity ID.

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Entity Information

HLA ENGINEERING AND LAND SURVEYING INC

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Federal Assistance Awards Only

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CORPORATE RELATIONSHIPS

Legal Business Name	CAGE	Responsibility & Integrity Record
Highest Owner		
(none)	(none)	N/A
Immediate Owner		
(none)	(none)	N/A
Predecessors		
(none)	(none)	N/A

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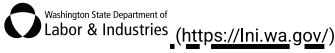
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Company Name: HLA Engineering and land S

WA UBI Number:

License Number:

Principal:

RCW: All

From: MM/DD/YYYY To: MM/DD/YYYY

Penalty Due:

All

Wage Due:

All

Apply FiltersReset

[Download all debarment data](#)

Show 25 per page

Showing 0 records

FirstPreviousNextLast

Company Name	UBI	License	Principals	Related Business	Status	RCW	Debar Begins	Debar Ends	Penalty Due	Wages Due
--------------	-----	---------	------------	------------------	--------	-----	--------------	------------	-------------	-----------

There are no records that match your search criteria.

Show 25 per page

Showing 0 records

FirstPreviousNextLast



**Washington State
Department of Transportation**

Supplemental Agreement Number <u>1</u>		Organization and Address	
Original Agreement Number 25109		HLA Engineering and Land Surveying Inc. (HLA) 2803 River Road Yakima, WA 98902 Phone: (509) 966-7000	
Project Number STBGR-Z919(004)		Execution Date	Completion Date December 31, 2028
Project Title First Street and Oakes Avenue Resurfacing - Construction Engineering		New Maximum Amount Payable \$188,180.00	
Description of Work Construction engineering services for administration and construction observation services to mill and overlay First Street from Oakes Avenue to Peoh Avenue, and along Oakes Avenue from First Street to Second Street, and pavement markings.			

The Local Agency of City of Cle Elum
desires to supplement the agreement entered in to with HLA Engineering and Land Surveying, Inc.
and executed on August 13, 2025 and identified as Agreement No. 25109
All provisions in the basic agreement remain in effect except as expressly modified by this supplement.
The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:
Revisions to the Scope of Work due to Supplement No. 1 are attached as Exhibit B.

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: No change to completion date.

III

Section V, PAYMENT, shall be amended as follows:
Original Amount Payable: \$94,090.00
Supplement No. 1: \$94,090.00 (Increase)
Revised Amount Payable: \$188,180.00

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.
If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate spaces below and return to this office for final action.

By: _____ By: _____

Consultant Signature

Approving Authority Signature

Date

Exhibit "A"
Summary of Payments

	Basic Agreement	Supplement #1	Total
Direct Salary Cost	\$36,369.00	\$35,336.00	\$71,705.00
Overhead (Including Payroll Additives)	\$44,436.00	\$43,174.00	\$87,610.00
Direct Non-Salary Costs	\$1,164.00	\$3,804.00	\$4,968.00
Fixed Fee	\$12,121.00	\$11,776.00	\$23,897.00
Total	\$94,090.00	\$94,090.00	\$188,180.00

HLA Engineering and Land Surveying, Inc. (CONSULTANT)

6.0 Construction Engineering

- 6.1 PROJECT Management, Invoicing, and Controls.
 - a. Consult and advise the AGENCY during construction and perform a final review and report on the completed work with representatives of the AGENCY.
- 6.2 Staking.
 - a. Furnish a field survey crew to provide geometric control, including construction staking (as needed).
- 6.3 Construction Observation.
 - a. Furnish a resident engineer (inspector) to be on site and provide surveillance of construction for compliance with plans and specifications for the duration of construction, based on standard 40-hour work weeks, and thirty (30) contract working days. If the Contractor is authorized by the AGENCY to work extra hours or extend contract time, then an amendment to this task order will be executed by the AGENCY to compensate for additional work required by CONSULTANT.
 - b. Prepare daily progress reports for the PROJECT.
 - c. Monitor compliance with environmental requirements.
 - d. Interpret plans and specifications when necessary.
 - e. Coordinate and attend construction meetings, anticipated once per week during the duration of construction.
 - f. Review acceptance sampling and testing for construction materials.
 - g. Perform measurement and computation of pay items.
 - h. Review Contractor's submission of contract and materials submittals, samples, and shop drawings. Provide field verification of materials incorporated into the PROJECT, where applicable.
- 6.4 Construction Administration.
 - a. Following Council award authorization, prepare notice of award to the Contractor, assemble construction contract documents, and coordinate contract execution with the AGENCY and Contractor.
 - b. Review the Contractor's submission of their certificate of insurance and contract bond.
 - c. Prepare and transmit notice to proceed to Contractor.
 - d. Coordinate and facilitate preconstruction meeting with the AGENCY, Contractor, private utilities, and affected agencies, including preconstruction agenda and meeting record.
 - e. Receive and maintain PROJECT communications from the Contractor during construction and compile PROJECT documentation.
 - f. Maintain a Record of Materials (ROM) for the duration of the PROJECT.
 - g. Respond to Contractor requests for information (RFI).
 - h. Prepare and distribute weekly statements of working days.
 - i. Prepare and provide monthly progress estimates and recommend Contractor progress payments to the AGENCY.
 - j. Prepare proposed contract change orders and provide to WSDOT for review and concurrence, when applicable.
 - k. Monitor the Contractor's compliance with federal and state labor standards.
 - l. Assist the AGENCY with funding reimbursement information and supporting documentation.

6.5 PROJECT Closeout.

- a. Prepare and furnish record drawings and field notes of completed work in accordance with PROJECT field records.
- b. Conduct final walkthrough inspection with the Contractor and AGENCY. Prepare and transmit the punchlist to the Contractor.
- c. Monitor lien releases from state agencies.
- d. Notify AGENCY when retainage may be released.
- e. Coordinate and administer a PROJECT completion debrief meeting with AGENCY, CONSULTANT, and the Contractor.
- f. Prepare and submit the recommendation of PROJECT acceptance.
- g. Prepare and submit Notice of Completion of Public Works Contract (NOC).
- h. Assist AGENCY with the funding agency project closeout process.

Assumptions

N/A



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Core Data



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Core Data

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Entity Types

Financial Information

Taxpayer Information

Points of Contact

Assertions

Reps and Certs

Exclusions

Responsibility / Qualification

Entity Information

Active Registration

HLA ENGINEERING AND LAND SURVEYING INC

Unique Entity ID

SDZDPKCU1NM8

CAGE/NCAGE

36NF7

Expiration Date

Nov 25, 2026

Physical Address

2803 River RD

Yakima, Washington

98902-1166, United States

Mailing Address

2803 River RD

Yakima, Washington

98902-1166, United States

Purpose of Registration

Federal Assistance Awards Only

Version

Current Record

BUSINESS INFORMATION

Doing Business As

(blank)

Division Name

Hla Engineering And Land Surveying, Inc.

Congressional District

Washington 04

URL

www.hlacivil.com

Division Number

(blank)

State/Country of Incorporation

Washington, United States

Registration Dates

Activation Date

Nov 27, 2025

Submission Date

Nov 25, 2025

Initial Registration Date

Feb 21, 2005

Owner

Immediate Owner

CAGE

(blank)

Legal Business Name

(blank)

Entity Dates

Entity Start Date

Feb 1, 1984

Fiscal Year End Close Date

Dec 31

Highest Level Owner	(blank) (blank)
---------------------	-----------------

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

No

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Not Selected

SAM SEARCH AUTHORIZATION

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

☒ Yes

ENTITY TYPES

Business Types

Entity Structure	Corporate Entity (Not Tax Exempt)
------------------	-----------------------------------

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic

Entity Type	Business or Organization
Profit Structure	For Profit Organization
Organization Factors	Subchapter S Corporation

Small Business Search if the entity completed the SBA supplemental pages during registration.

FINANCIAL INFORMATION

Payments

Accepts Credit Card Payments No	Debt Subject To Offset  No
------------------------------------	--

ACCOUNT DETAILS

EFT Indicator **0000**
CAGE Code **36NF7**

Electronic Funds Transfer

Account Type	Checking
Account Number	*****74
Routing Number	*****74
Lockbox	(blank)

Automated Clearing House

Phone (U.S.)	5095756708
Phone (non-U.S.)	(blank)
Email	(blank)
Fax	(blank)

Remittance Address

HLA Engineering and Land Surveying Inc

5/1/26, 8:30 AM

SAM.gov

Number		2803 River Road
		Yakima, Washington 98902-6389
Financial Institution	KEY BANK	United States

TAXPAYER INFORMATION

Taxpayer Name	Name/Title of Individual
HLA Engineering and Land Surveying Inc	Executing Consent
	President
Address	Signature
2803 River RD	Michael T Battle
Yakima, WA 98902-1166	
United States	EIN
	*****7188
Type of Tax	
Applicable Federal Tax	
Tax Year (Most Recent Tax Year)	
2024	
TIN Consent Date	
Nov 25, 2025	

POINTS OF CONTACT

Accounts Receivable POC

Primary Point of Contact

Krystal R Backes, Billing Manager

Email	Phone	Fax
kbackes@hlacivil.com	509 966-7000	5099653800

Electronic Business

Primary Point of Contact

Lisa R Adams, Controller

Email	Phone	Fax	Address
ladams@hlacivil.com	509 966-7000	5099653800	2803 River Road Yakima, Washington 98902-6389 United States

Alternate Point of Contact

Kelly L Hedrick, HR Manager

Email	Phone	Fax	Address
khedrick@hlacivil.com	509 966-7000	5099653800	2803 River Road Yakima, Washington 98902 United States

Government Business

Primary Point of Contact

Benjamin A Annen, President

Email	Phone	Fax	Address
bannen@hlacivil.com	509 966-7000	5099653800	2803 River Road Yakima, Washington 98902-6389 United States

Alternate Point of Contact

Lisa R Adams, Controller

5/1/26, 8:30 AM

SAM.gov			
Email	Phone	Fax	Address
ladams@hlacivil.com	509 966-7000	5099653800	2803 River Road
			Yakima, Washington
			98902
			United States

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Responsibility / Qualification

Entity Information

HLA ENGINEERING AND
LAND SURVEYING INC

Active Registration

Unique Entity ID

CAGE/NCAGE

SDZDPKCU1NM8 36NF7

Expiration Date

Nov 25, 2026

5/1/26, 8:31 AM

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Physical Address

2803 River RD
Yakima, Washington
98902-1166, United States

Mailing Address

2803 River RD
Yakima, Washington
98902-1166, United States

Purpose of Registration

Federal Assistance Awards Only

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ASSERTIONS

This entity did not choose to pursue Federal contracts. They stated their reason for registering in SAM was to pursue Federal Assistance opportunities like grants and loans. This means they are not required to complete the Assertions section of this SAM registration.

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Certification

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FINANCIAL ASSISTANCE REPRESENTATION AND CERTIFICATION

The Grants Certifications are a common set of certifications and representations required by Federal statutes or regulations in accordance with the grants guidance under Title 2 of the Code of Federal Regulations (2 CFR 200.208 Certifications and Representations). Those non-Federal entities who intend to apply for, or are already recipients of Federal grants or agreements, must read and agree to the corresponding certifications and representations. Registrants who reply yes to the following questions are required to keep these certifications and representations current, accurate, and complete as part of their entity registration.

Does **HLA ENGINEERING AND LAND SURVEYING INC** wish to apply for a Federal financial assistance project or program, or is **HLA ENGINEERING AND LAND SURVEYING INC** currently the recipient of funding under any Federal financial assistance project or program? **No**

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Exclusions



Entity Registration

Exclusions

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Entity Information

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WA UBI Number:

License Number:

Principal:

RCW: All

From: MM/DD/YYYY

To: MM/DD/YYYY

Penalty Due:

All

Wage Due:

All

Apply Filters

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Company Name

UBI

License

Principals

Related Business

Status

RCW

Debar Begins

Debar Ends

Penalty Due

Wages Due

There are no records that match your search criteria.

Show 25 per page

Showing 0 records

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**AGENDA STAFF
REPORT**

AGENDA DATE: May 26, 2025

ACTION REQUESTED: Approve Resolution No. 2026-020 adopting the 2026 Cemetery Rate Schedule.

BACKGROUND: The City's cemetery labor rates have not been comprehensively updated in several years. During this time, labor-related expenses including wages, benefits, equipment operation, and overhead have increased significantly. The review found that labor costs associated with cemetery services have increased on average by approximately 45%. The attached draft rate schedule reflects updated labor rates that more accurately align with current operational costs.

RECOMMENDATION: Approve the Mayor to sign Resolution No. 2026-020 adopting the 2026 Cemetery Rates.

ATTACHMENTS: Exhibit A 2026 Cemetery Rates
2021 Cemetery Rates
Resolution 2026-020

LEAD STAFF: Mathew Bailey

**CITY OF CLE ELUM
WASHINGTON**

RESOLUTION NO. 2026-020

**A RESOLUTION OF THE CITY OF CLE ELUM,
WASHINGTON, ADOPTING UPDATED CEMETERY
RATES AND FEES FOR 2026 AND ESTABLISHING AN
EFFECTIVE DATE**

WHEREAS, the City of Cle Elum owns and operates the City Cemetery for the benefit of the public; and

WHEREAS, the City Council periodically reviews cemetery fees and charges to ensure rates remain sufficient to support ongoing cemetery operations, maintenance, labor, equipment, and perpetual care obligations; and

WHEREAS, City staff completed a review of cemetery labor and operational costs and determined that existing rates no longer adequately reflect current service costs; and

WHEREAS, the proposed 2026 Cemetery Rate Schedule updates fees associated with opening and closing services, and related cemetery services; and

WHEREAS, the City Council finds that adoption of the updated cemetery rates is necessary and in the best interest of the City and the public;

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

Section 1. 2026 Cemetery Rate Schedule. The City Council hereby adopts and incorporates the 2026 Cemetery Rate Schedule attached hereto as “Exhibit A”.

Section 2. Effective Date. This resolution shall take effect immediately upon its passage and adoption.

PASSED BY THE CLE ELUM CITY COUNCIL AT A REGULAR MEETING THEREOF
ON THE 26TH DAY OF MAY, 2026.

CITY OF CLE ELUM

Matthew Lundh, Mayor

ATTEST/AUTHENTICATED:

City Clerk

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

EXHIBIT A - 2026 Cemetery Rates

Fees and Charges for Residents within the corporate boundaries of Cle Elum

	<u>Cemetery Rates</u>	<u>Endowment</u>	<u>Current Rate</u>
a. Adult Grave Space	\$ 1,500.00	\$ 300.00	\$ 1,800.00
b. Infant and Child Grave Space	\$ 800.00	\$ 160.00	\$ 960.00
c. Liner:	\$ 675.00	\$ 135.00	\$ 810.00
d. Cremains Space	\$ 750.00	\$ 150.00	\$ 900.00
e. Open/Close One Grave Space	\$ 1,993.75	\$ 398.75	\$ 2,392.50
f. Open/Close One Cremains	\$ 960.63	\$ 192.13	\$ 1,152.76
g. Cremains Liner	\$ 162.50	\$ 32.50	\$ 195.00
h. Two cremains in one grave opening	\$ 1,443.95	\$ 288.80	\$ 1,732.75
i. Saturday Burial	\$ 790.00	\$ 158.00	\$ 948.00
j. Sunday Burial	\$ 790.00	\$ 158.00	\$ 948.00
k. Cemetery Marker Placement Fee			\$ 50.00

Fees and Charges for non-city residents, but for those residing within the boundaries of the Cle Elum School District

a. Adult Grave Spaces	\$2,000.00	\$400.00	\$ 2,400.00
b. Infant and Child Grave Space	\$1,025.00	\$205.00	\$ 1,230.00
c. Liner:	\$675.00	\$135.00	\$ 810.00
d. Cremains Space	\$1,000.00	\$200.00	\$ 1,200.00
e. Open/Close One Grave Space	\$1,993.75	\$398.75	\$ 2,392.50
f. Open/Close One Cremains	\$960.63	\$192.13	\$ 1,152.76
g. Cremains Liner	\$162.50	\$32.50	\$ 195.00
h. Two cremains in one grave opening	\$1,443.95	\$288.80	\$ 1,732.75
i. Saturday Burial	\$790.00	\$158.00	\$ 948.00
j. Sunday Burial	\$790.00	\$158.00	\$ 948.00
k. Cemetery Marker Placement Fee			\$ 50.00

Fees and Charges for non-residents and those residing outside the boundaries of the Cle Elum Roslyn School District

			<u>Current Rate</u>
a. Adult Grave Spaces	\$2,500.00	\$500.00	\$ 3,000.00
b. Infant and Child Grave Space	\$1,250.00	\$250.00	\$ 1,500.00
c. Liner:	\$675.00	\$135.00	\$ 810.00
d. Cremains Space	\$1,250.00	\$250.00	\$ 1,500.00
e. Open/Close One Grave Space	\$1,993.75	\$398.75	\$ 2,392.50
f. Open.Closes One Cremains	\$960.63	\$192.13	\$ 1,152.76
g. Cremains Liner	\$162.50	\$32.50	\$ 195.00
h. Two cremains in one grave opening	\$1443.95	\$288.80	\$ 1,732.75
i. Saturday Burial	\$790.00	\$158.00	\$ 948.00
j. Sunday Burial	\$790.00	\$158.00	\$ 948.00
k. Cemetery Marker Placement Fee			\$ 50.00

*Residency: Those persons who reside in the City prior to taking residence in a nursing home, convalescent center or hospital for a period of twenty-four months are considered residents for purposes of fee assessment.

Presented to City Council 09/13/2021- Resolution 2021-023

EXHIBIT A - 2021 Cemetery Rates

Fees and Charges for Residents within the corporate boundaries of Cle Elum

	<u>Cemetery Rates</u>	<u>Endowment</u>	<u>Current Rate</u>
a. Adult Grave Space	\$ 1,500.00	\$ 300.00	\$ 1,800.00
b. Infant and Child Grave Space	\$ 800.00	\$ 160.00	\$ 960.00
c. Liner:	\$ 675.00	\$ 135.00	\$ 810.00
d. Cremains Space	\$ 750.00	\$ 150.00	\$ 900.00
e. Open/Close One Grave Space	\$ 1,375.00	\$ 275.00	\$ 1,650.00
f. Open/Close One Cremains	\$ 662.50	\$ 132.50	\$ 795.00
g. Cremains Liner	\$ 162.50	\$ 32.50	\$ 195.00
h. Two cremains in one grave opening	\$ 995.83	\$ 199.17	\$ 1,195.00
i. Saturday Burial	\$ 291.67	\$ 58.33	\$ 350.00
j. Sunday Burial	\$ 500.00	\$ 100.00	\$ 600.00
k. Cemetery Marker Placement Fee			\$ 50.00

Fees and Charges for non-city residents, but for those residing within the boundaries of the Cle Elum School District

a. Adult Grave Spaces	\$2,000.00	\$400.00	\$ 2,400.00
b. Infant and Child Grave Space	\$1,025.00	\$205.00	\$ 1,230.00
c. Liner:	\$675.00	\$135.00	\$ 810.00
d. Cremains Space	\$1,000.00	\$200.00	\$ 1,200.00
e. Open/Close One Grave Space	\$1,375.00	\$275.00	\$ 1,650.00
f. Open/Close One Cremains	\$662.50	\$132.50	\$ 795.00
g. Cremains Liner	\$162.50	\$32.50	\$ 195.00
h. Two cremains in one grave opening	\$995.83	\$199.17	\$ 1,195.00
i. Saturday Burial	\$291.67	\$58.33	\$ 350.00
j. Sunday Burial	\$500.00	\$100.00	\$ 600.00
k. Cemetery Marker Placement Fee			\$ 50.00

Fees and Charges for non-residents and those residing outside the boundaries of the Cle Elum Roslyn School District

			<u>Current Rate</u>
a. Adult Grave Spaces	\$2,500.00	\$500.00	\$ 3,000.00
b. Infant and Child Grave Space	\$1,250.00	\$250.00	\$ 1,500.00
c. Liner:	\$675.00	\$135.00	\$ 810.00
d. Cremains Space	\$1,250.00	\$250.00	\$ 1,500.00
e. Open/Close One Grave Space	\$1,375.00	\$275.00	\$ 1,650.00
f. Open.Closes One Cremains	\$662.50	\$132.50	\$ 795.00
g. Cremains Liner	\$162.50	\$32.50	\$ 195.00
h. Two cremains in one grave opening	\$995.83	\$199.17	\$ 1,195.00
i. Saturday Burial	\$291.67	\$58.33	\$ 350.00
j. Sunday Burial	\$500.00	\$100.00	\$ 600.00
k. Cemetery Marker Placement Fee			\$ 50.00

*Residency: Those persons who reside in the City prior to taking residence in a nursing home, convalescent center or hospital for a period of twenty-four months are considered residents for purposes of fee assessment.

Presented to City Council 09/13/2021- Resolution 2021-023

PARK USE AGREEMENT BETWEEN
CLE ELUM and UPPER KITTITAS COUNTY YOUTH BASEBALL AND SOFTBALL
ASSOCIATION

for

MEMORIAL PARK

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

RECITALS

- A. The City, a municipal corporation organized under the laws of the State of Washington, is the owner of the Park, located at 310 Grant Street, as described and depicted with greater particularity in Exhibits A and B to this Agreement. The Park consists of approximately 25 acres, which includes the Baseball Facility.
- B. UKCYBSA is a not-for-profit Washington corporation that is tax-exempt under Section 501(c)(3) of the U.S. Internal Revenue Code (“the Code”). UKCYBSA is dedicated to fostering a love for baseball and softball within its community while instilling values of sportsmanship, teamwork, and personal growth for its players. UKCYBSA envisions an Upper Kittitas County where baseball and softball serve as unifying forces, to strengthen the community, enrich lives, and contribute to the well-being of all who participate.
- C. The Parties previously entered into a Park Use Agreement (the “Original Agreement”) whereby Cle Elum granted UKCYBSA use of Memorial Park for its operation, maintenance, and use as a Baseball Facility. The Original Agreement term of twenty (20) years has since expired, and Parties have continued to cooperate in the same manner as outlined in the Original Agreement.
- D. Allowing UKCYBSA to operate and maintain the Baseball Facility serves to provide a regional recreational need in the City and surrounding areas and provides a significant and unique public recreation value to the community.
- E. The Parties now desire to enter into a new Agreement according to the terms below.

AGREEMENT

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

1. USE AGREEMENT

- 1.1. **Grant.** Pursuant to RCW 35.21.278, the City hereby authorizes UKCYBSA to operate and maintain the Park as a Baseball Facility for the benefit of and use by the public, subject to the terms and conditions set forth in this Agreement.
- 1.2. **Effective Date and Duration.** This Agreement shall be effective upon the signing of both parties. The term of this Agreement is twenty (20) years from the Effective Date, unless terminated at an earlier date in accordance with **Section 6** of this Agreement.
- 1.3. **User Fees.** UKCYBSA shall not charge fees for any allowed, unscheduled use of the Baseball Facility regardless of whether such use is passive recreation or active recreation. UKCYBSA may charge a reasonable fee for parking at the Baseball Facility for UKCYBSA programs, scheduled athletic activities, or scheduled non-athletic activities, but shall not charge a fee for unscheduled use of parking facilities on a day-to-day basis. Nothing in this section prevents UKCYBSA from charging entry or participation fees for UKCYBSA programs, scheduled athletic activities, or scheduled non-athletic activities at the Baseball Facility.
- 1.4. **Operating Rules.** Operations rules for the Baseball Facility shall be consistent with City ordinances and the City's published policies relating to health and safety. Nothing contained in this Agreement shall be considered to diminish the governmental or police powers of the City.
 - 1.4.1. Operating Hours. Park and Baseball Facility hours shall be from dawn to dusk.
- 1.5. **Open Membership.** UKCYBSA's youth baseball and softball programs shall be open to all persons within its service area on a nondiscriminatory basis consistent with Federal and State law. UKCYBSA's service area is Upper Kittitas County, generally defined as Easton, Roslyn, Cle Elum, Teanaway, and west of Thorp Mountain Highway.
- 1.6. **Public Access.** UKCYBSA understands, acknowledges, and agrees that substantial public use and access to the Park and Baseball Facility are required and therefore is a material consideration for the City's execution of this Agreement. UKCYBSA agrees it shall make the Baseball Facility available to the general public for use by any organization or individual for reserved use or scheduled activities, consistent with **Section 2** of this Agreement. UKCYBSA shall further make the Baseball Facility available to the general public without charge for use by individuals for informal, unscheduled use, consistent with and pursuant to **Section 2** of this Agreement; provided that such use by the public shall not include any use that is inconsistent with the use of the Baseball Facility or could result in damage to the Baseball Facility other than ordinary wear and tear; and provided further that any such use complies with all applicable laws, ordinances, and regulations.

1.7. **Tax Covenants.** At all times during the term of this Agreement, UKCYBSA will:

- (a) Maintain its purposes and engage only in activities which are in furtherance of its purposes and which are permitted by the Washington State Nonprofit Act, RCW 24.03, or as hereafter amended (“the Act”);
- (b) Maintain its status as a nonprofit corporation under the Act and as an organization described in Section 501(c)(3) of the Code whose income does not inure to the benefit of any private person;
- (c) Not encumber, pledge, hypothecate or grant a security interest in all or any part of Park;
- (d) Not engage in any activities related to Park which would cause the transaction contemplated under this Agreement to constitute an unrelated trade or business under Section 513(a) of the Code; and
- (e) Not take any action or omit to take any action which, if taken or omitted, would adversely affect UKCYBSA’s nonprofit status or otherwise cause a tax lien to attach to the Park.

2. **OPERATIONS**

2.1. **Authorized Uses and Priorities.** The Baseball Facility shall be open for the following uses and in the indicated order of priority:

- 2.1.1. First, youth baseball and softball programs, giving preference to the members and players of UKCYBSA;
- 2.1.2. Second, any other scheduled athletic activity (subject to the requirements in ***Section 2.3***) not constituting a “*prohibited use*”;
- 2.1.3. Third, any other scheduled non-athletic activity (subject to the requirements in ***Section 2.3***) not constituting a “*prohibited use*”;
- 2.1.4. Fourth, any unscheduled use (unless constituting a “*prohibited use*”) that is not organized or coordinated by any recognized group.

“*Prohibited use*” means any use of the Park that (i) violates the City’s ordinances or regulations; or (ii) is inherently incompatible with the maintenance and care of the grass, irrigation, fencing, bleachers, and structures at the Baseball Facility, such uses to be identified in the Maintenance Plan contemplated in ***Section 3.3***, as may be revised from time to time.

2.2. **Scheduling Considerations.** In scheduling the use of the Baseball Facility, UKCYBSA shall:

- 2.2.1. Allow year-round, unscheduled access to the Baseball Facility by the general public engaged in “*passive recreation*” during Operating Hours if such use (i) does not otherwise interfere with any scheduled use and (ii) does not impact any area closed to all use for maintenance, safety, or other valid reasons.

“*Passive recreation*” means any activity not expected to appreciably impact grass, irrigation, fencing, bleachers, and structures at the Baseball Facility. Walking, lightly jogging, informally throwing a Frisbee, informally playing catch, informally playing with a soccer ball, flying small kites, or flying model aircraft are examples of “*passive recreation*.”

- 2.2.2. Seek to open the Baseball Facility for “*active recreation*” (whether scheduled or unscheduled) during Operating Hours by all users at the earliest possible calendar date, subject to and consistent with the specific criteria set forth in the Maintenance Plan, which criteria are intended to preserve the Baseball Facility and its grass, irrigation, fencing, bleachers, and structures.

“*Active recreation*” means any recreational activity that is neither a “prohibited use” or otherwise considered passive recreation. Playing soccer, playing ultimate Frisbee, and playing similar team sports are examples of “*active recreation*.”

- 2.2.3. Allow “*in season*,” unscheduled access to the Baseball Facility by users engaged in active recreation during Operating Hours if such use (i) is not affiliated with any organized sports organization (for which scheduled use and payment of the requisite fee shall always be mandatory); (ii) does not otherwise interfere with any scheduled use; (iii) does not impact any area closed to active recreation for rehabilitation; and (iv) does not impact any area closed to all use for maintenance, safety, or other valid reasons.

“*In season*” means the period of time between the date UKCYBSA opens the Baseball Facility to active recreation (generally early April) and the date UKCYBSA closes the Baseball Facility to active recreation (generally October) pursuant to the “Maintenance Plan” contemplated in **Section 3.3**.

- 2.2.4. To the maximum extent feasible, accommodate all users who desire to schedule any permitted use of the Baseball Facility during the season for active recreation during Operating Hours, resolving all scheduling conflicts between users in the order of priority set forth in **Section 2.1** above for scheduling requests made 30 days or more in advance and on a first-come, first-served basis for scheduling requests made less than 30 days in advance. Any Baseball Facility hours not scheduled shall be available for unscheduled use as provided in **Section 2.2.1**.

- 2.2.5. Not charge any fee for any allowed, unscheduled use of the Baseball Facility during Operating Hours (regardless whether such use is passive recreation or active recreation).

- 2.2.6. Charge fees for scheduled use of the Baseball Facility consistent with and subject to **Section 1.3** of this Agreement.

- 2.2.7. Seek to close the Baseball Facility to “active recreation” (whether scheduled or unscheduled) for all users at the latest possible calendar date, subject to and consistent with the specific criteria set forth in the Maintenance Plan, which criteria are intended to preserve the Baseball Facility and its grass, irrigation, fencing, bleachers, and structures.
- 2.2.8. Post clear information about the Baseball Facility scheduling process at the Baseball Facility itself. By April 1st each year, UKCYBSA will provide the City with dates and times for UKCYBSA spring programs. By June 1st each year, UKCYBSA will provide the City with dates and times for UKCYBSA summer programs. Before submitting program dates and times, UKCYBSA shall review the Baseball Facility schedule and shall make reasonable efforts to submit requests that avoid conflicts with existing scheduled activities. The City will schedule all UKCYBSA programs in accordance with the priority listed in **Section 2.1** above, provided that such priority applies to timely submitted and non-conflicting requests. The City will also make the Baseball Facility schedule available on its website and allow scheduling requests to be made by email, phone, or in person at the City. At such intervals as the Parties may agree upon, UKCYBSA shall give the City an updated Baseball Facility use schedule.
- 2.3. **Third-Party Use Form**. Any scheduled athletic activity or scheduled non-athletic activity, as described in **Sections 2.1.2 and 2.1.3**, shall be reserved using the City’s established procedures including, where applicable, completion of a City of Cle Elum event application that includes provisions for use of the Baseball Facility.
- 2.4. **Amplification**. UKCYBSA shall ensure any amplification is employed in accordance with rules set forth for amplification in City parks.
- 2.5. **Concessions**. Food, souvenir, and product concessions will be contracted for by UKCYBSA; and concession rights and revenue from concessions shall belong to UKCYBSA, all subject to and consistent with **Section 1.7** of this Agreement.
- 2.6. **Security and Nuisance during Use**. UKCYBSA shall secure the Baseball Facility by locking the gates to the Baseball Facility during non-Operating Hours. UKCYBSA shall not use the Baseball Facility for any unlawful purpose or use or occupy the Baseball Facility in any manner that would constitute a public nuisance or otherwise violate federal, state or local laws.
- 2.7. **Advertising**. The grant of the use of the Baseball Facility to UKCYBSA in **Section 1** of this Agreement includes the right of UKCYBSA to advertise and secure sponsorships with respect to the Baseball Facility, provided that any advertising of such sponsorships at the Baseball Facility is subject to review by the City for compliance with reasonable regulations governing commercial signage on City property, and further provided the revenue generated from such is applied to the cost of improving and maintaining the Baseball Facility or to support the UKCYBSA’s beneficial or charitable mission as a not-for-profit Washington corporation.

- 2.8. **Incidental Uses.** Subject to and consistent with **Section 1.7** of this Agreement, UKCYBSA may use the Baseball Facility to conduct tax-exempt fundraising activities to support the Baseball Facility or UKCYBSA's own beneficial or charitable mission as a not-for-profit Washington corporation; provided, that fundraising activities to support UKCYBSA will occur during times actually reserved or scheduled by UKCYBSA under **Section 2.2** above, and not during times that are reserved or scheduled by others.
- 2.9. **City Authority to Resolve Issues.** As the owner of the Park, the City is accountable to its residents regarding the use and operation of the Park, including those uses contemplated under this Agreement. To that end, UKCYBSA agrees that it will make a good faith effort to resolve potential issues that arise between it and any third-party organizations or individuals as quickly as possible. UKCYBSA further agrees that the City, as property owner, maintains the right to resolve such disputes as it deems necessary, using dispute resolution methods of the City's choosing. Nothing in this **Section 2.9** shall operate to limit the methods or options available to the City in its attempt to resolve potential issues that may arise between UKCYBSA and the City, nor shall anything in this **Section 2.9** operate to limit the dispute resolution provisions of **Section 6**.

3. **MAINTENANCE**

- 3.1. **Scope of Responsibility.** Maintenance for which UKCYBSA shall have primary responsibility and over which it shall have control include, but are not limited to, aerification, thatching, fertilizing, liming, overseeding, topdressing, herbiciding, insecticiding, mowing, line trimming, irrigation repairs, winterizing of irrigation and irrigation of the grass; upkeep of fencing and gates; upkeep of restroom facilities; and policing of litter on the Baseball Facility which shall include the provision and maintenance of an adequately-sized dumpster for use during baseball season. The cost of maintenance and the utilities serving the Baseball Facility shall be borne solely by UKCYBSA. The City shall have primary responsibility for parking area upkeep and organization, emptying of garbage and recycling containers at the Baseball Facility, and building repairs, including the restroom facility.
- 3.2. **Maintenance Guidelines.** In maintaining the Baseball Facility, UKCYBSA shall:
- Schedule maintenance in a manner that maximizes both scheduled and unscheduled use of the Baseball Facility to the greatest extent practicable;
 - Maintain the Baseball Facility in the highest quality manner as is feasible, given the effects of normal use and weather;
 - Keep the Baseball Facility attractive and inviting to the public including all fence lines inside and out;
 - Perform housekeeping functions in accordance with applicable State and local public health standards; and

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

3.3. **Maintenance Plan.** UKCYBSA shall prepare a Maintenance Plan (the “Plan”) for the City’s approval, which approval shall not be unreasonably withheld. The Plan shall:

- Identify target dates for “opening” and “closing” the Baseball Facility to “active recreation,” consistent with the goal of opening at the earliest possible calendar date and closing at the latest possible calendar date, recognizing that the Baseball Facility is to be at all times maintained as a natural grass baseball and softball field facility;
- Describe UKCYBSA’s maintenance standards for the Baseball Facility, any planned field closures, and any field rotation schedule;
- Specify the criteria that UKCYBSA will use to determine whether, on a day-to-day basis, it is necessary to close all or part of the Baseball Facility to any type of use;
- Outline the process that UKCYBSA will use to notify the City if and when UKCYBSA decides it is necessary to close all or part of the Baseball Facility to any type of use, other than previously planned closures;
- Enumerate higher impact uses of the Baseball Facility that could potentially result in unacceptably severe wear and tear on the natural grass at the Park, and set forth the criteria upon which such higher impact uses will be allowed and for which higher fees will be charged;
- Enumerate any prohibited uses of the Baseball Facility, other than those uses prohibited under any City ordinance or regulation;
- Ensure that the City will not incur any new aggregate operations or maintenance costs requiring additional public funds, except as otherwise provided in this Agreement; and
- Establish an irrigation plan, process, or schedule to maximize water use efficiency.

UKCYBSA may amend the Plan from time to time and will submit the change in writing to the City, for the City’s written approval, which shall not be unreasonably withheld.

3.4. **Site Inspection.** The City may inspect the Baseball Facility at any time, with or without notice. UKCYBSA staff are entitled to be present at that time and the City will take reasonable steps to exercise its right of inspection so as to avoid or minimize disturbance of any activities taking place at the Baseball Facility. UKCYBSA shall provide the City with a key to any locked structures, gates, or storage containers. The City will take reasonable steps to provide notice of any use of such keys to UKCYBSA, provided that no notice shall be required for inspections or for emergency access purposes. The City

has the right to use any and all means that the City deems proper to open doors and gates in an emergency, in order to obtain entry to the Baseball Facility. The Parties agree that nothing in this **Section 3.4** shall limit the governmental or police powers of the City. The Parties further agree that the Washington State Recreation and Conservation Office may inspect the Park at any time, with or without notice.

4. **IMPROVEMENTS**

- 4.1. **Scope of Responsibility.** UKCYBSA shall have primary responsibility and control over making any and all improvements to the Baseball Facility, including, but not limited to, securing requisite funding, hiring professional consultants, completing designs, obtaining requisite permits and approvals, contracting and overseeing the work, and complying with environmental and other development restrictions. Any and all improvements made to the Park, including the Baseball Facility, shall become the property of the City upon installation or construction. Title to such improvements shall vest in the City at no cost to the City.
- 4.2. **Project Plans.** UKCYBSA agrees to present a “Project Plan” to the City Public Works Department before making any material alterations to the Baseball Facility, including any substantial changes to the landscaping. The Project Plan shall describe the planning process with a timeline and milestones; describe the principal features of the proposed improvement; provide conceptual design drawings, if applicable; describe in reasonable detail and rationale the goals and objectives of the proposed improvement; identify the party primarily responsible for supervising the project; and provide a schedule showing the sources and timing of the funding for the project. UKCYBSA agrees that no work shall be performed without the prior written approval of the Project Plan by the City Public Works Department, which approval shall not be unreasonably withheld. The City’s right of review and approval is in addition to and separate from any permits or other process that may be required by law, ordinance, or regulation.
- 4.3. **No Financial Responsibility.** UKCYBSA understands, acknowledges, and agrees that the City will be under no obligation directly or indirectly to pay for any labor, material, or improvement associated with the Baseball Facility. UKCYBSA agrees to notify, upon request, any inquiring person or entity that the City has no further financial obligations associated with labor, material, or improvements of the Baseball Facility.
- 4.4. **No Liens.** UKCYBSA acknowledges and agrees that it has no authority, express or implied, to create or place any lien or encumbrance of any kind or nature whatsoever upon, or in any manner to bind, the interest of the City in the fee interest in the Baseball Facility, or to charge fees for any claim in favor of any person or entity dealing with UKCYBSA, including those who may furnish materials or perform labor for any construction, operation, repairs, or maintenance. If any such liens are filed, the City may, without waiving its rights and remedies for breach, and without releasing UKCYBSA from its obligations under this Agreement, require UKCYBSA to post security in the form and amount reasonably satisfactory to the City or to cause such liens to be released by any means the City deems proper, including payment upon satisfaction of the claim giving rise to the lien. UKCYBSA agrees to pay the City upon demand any

sum paid by the City to remove said liens, which sum shall include all costs and attorneys' fees.

- 4.5. **Licensed Contractors and Professional Service Providers.** In connection with the design, construction, or improvement of the Baseball Facility, UKCYBSA will use only contractors and professional service providers that are licensed and authorized to do business in Washington State, consistent with Chapter 39.06 RCW.
- 4.6. **Contractor Indemnification and Hold Harmless.** UKCYBSA will require any construction contractors and subcontractors hired in connection with the design, construction, or improvement of the Baseball Facility to defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorneys' fees and costs, arising out of or in connection with the design, development, and construction of the Baseball Facility, except for injuries and damages caused by the negligence of the City. The indemnification and hold harmless language will be at least as broad as that set forth in **Section 5.3** of this Agreement.
- 4.7. **Contractor Insurance.** UKCYBSA will require any construction contractors and subcontractors hired in connection with the design, construction, or improvement of the Baseball Facility to carry insurance meeting the requirements set forth in **Section 5** of this Agreement. In addition, UKCYBSA will require its construction contractors and subcontractors to provide proof of Builders Risk insurance, valid through the periods of construction or improvement to the Baseball Facility, covering the interest of the City, UKCYBSA, and the construction contractor in the work, in the amount of the completed value of the Baseball Facility with no coinsurance provisions. The policy will be on an all-risk policy form and will insure against fire and physical loss or damage including flood and earthquake, theft, vandalism, malicious mischief, collapse, temporary buildings and debris removal. The insurance covering the work will have a deductible no larger than \$5,000 for each occurrence, which will be the responsibility of the construction contractor. Higher deductibles may be accepted by the City upon written request by UKCYBSA and written approval by the City; any increased deductibles accepted by the City will be the responsibility of the construction contractor. UKCYBSA shall provide copies of all insurance certificates of any construction contractors or subcontractors to be provided to the City upon request. The City understands, acknowledges, and agrees that UKCYBSA may use volunteers for non-professional or non-licensed services related to the Baseball Facility and that these volunteers are exempt from this Section. Under no circumstances shall volunteers perform professional, trade, or licensed work, without first obtaining the insurance required by this Section.
- 4.8. **Professional Liability Errors and Omissions.** If UKCYBSA directly or indirectly engages professional services in connection with the design, construction, or improvement of the Baseball Facility, then UKCYBSA shall require the professional service providers it engages for these purposes to carry insurance meeting all requirements set forth in **Section 5** of this Agreement. In addition, UKCYBSA shall require the professional service providers it engages for these purposes to carry

Professional Liability Errors and Omissions insurance in an amount not less than \$1,000,000 per claim/aggregate. UKCYBSA shall require the professional service providers it engages for these purposes to provide the City with copies of all insurance certificates or policies upon request. The City understands, acknowledges, and agrees that UKCYBSA may use volunteers for non-professional, non-licensed services related to the Baseball Facility and that these volunteers are exempt from this Section. Under no circumstances shall volunteers perform professional, trade, or licensed work, without first obtaining the insurance required by this Section.

4.9. **Payment and Performance Bonds.** UKCYBSA shall require any construction contractor(s) it hires in connection with the design, construction, or improvement of the Baseball Facility to provide payment and performance bonds each for one hundred percent of the contract price, consistent with Chapter 39.08 RCW.

4.10. **Prevailing Wage.** UKCYBSA understands, acknowledges, and agrees that construction on the Baseball Facility in the Park constitutes a “public work” for purposes of the prevailing wage statute, Chapter 39.12 RCW, such that prevailing wages shall be paid to the extent required by law. The City understands, acknowledges, and agrees that UKCYBSA may use volunteers for activities related to the Baseball Facility to whom no wage or salary compensation is paid pursuant to RCW 35.21.278.

5. **INSURANCE**

5.1. **Minimum Scope of Insurance.** At a minimum, UKCYBSA shall maintain insurance, in full force and effect for the duration of the term of this Agreement, that covers UKCYBSA’s youth baseball and softball activities and its usage of the Baseball Facility, including Commercial General Liability insurance with a limit of not less than \$2,000,000 combined single limit per occurrence, \$2,000,000 aggregate.

5.1.1. The City, its officers, officials, employees, and agents shall be covered as additional insureds with respect to liability arising out of activities and usage by UKCYBSA of the Baseball Facility and the Park.

5.1.2. UKCYBSA’s Commercial general liability insurance coverage shall be primary insurance with respect to the City, its officers, officials, employees, and agents. Any insurance maintained by the City, its officers, officials, employees, and agents will not contribute with UKCYBSA’s insurance or benefit UKCYBSA in any way.

5.1.3. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident. UKCYBSA’s insurance will apply separately to each insured against whom a claim is made and/or a lawsuit is brought, except with respect to the limits of the insurer’s policy.

5.1.4. Coverage will not be suspended, voided, canceled, reduced in coverage or in limits except by reduction of the applicable aggregate limits by claims paid, until after thirty (30) days’ prior written notice has been provided to UKCYBSA and the City.

5.1.5. If at any time the foregoing policies fail to meet the above minimum standards, then UKCYBSA will, upon notice to that effect to the City, promptly obtain a new policy, and submit the same to the City with certificates and endorsements for approval.

5.2. **The City's Insurance.** The City shall maintain land and liability insurance coverage for the Park and the physical, permanent structures present at the Park and the Baseball Facility.

5.3. **Waiver; Indemnification and Hold Harmless.**

6. UKCYBSA releases the City and its officials, employees, volunteers, and agents and agrees to waive any right to recovery that UKCYBSA may have, including the right to bring a legal claim, cause of action, or lawsuit for any bodily injury, death, or other harmful consequences in any way arising out of UKCYBSA's use of the Baseball Facility, whether such use involves scheduled or unscheduled athletic and non-athletic activities. The City acknowledges and agrees that this release does not extend to non-UKCYBSA scheduled athletic activities, non-athletic activities, and unscheduled activities as described in Section 2.2. UKCYBSA agrees to defend, indemnify, and hold harmless the City from and against any and all claims, suits, actions, or liabilities which arise out of UKCYBSA's use of the Baseball Facility for its own scheduled youth baseball and softball athletic activities.

TERMINATION

6.1. **UKCYBSA Default.** The occurrence of any one or more of the following events shall constitute a default by UKCYBSA under this Agreement:

6.1.1. UKCYBSA loses or changes its status: (i) as an active Washington not-for-profit corporation; or (ii) as a tax-exempt organization under Section 501(c)(3) of the Code as now or hereafter codified; provided that the City will not terminate the Agreement under this section if UKCYBSA cures any and all such loss or change of status within a reasonable time; or

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

6.1.3. UKCYBSA is adjudged bankrupt, makes a general assignment for the benefit of creditors, or takes the benefit of any insolvency act, or if a permanent receiver and trustee in bankruptcy is appointed for UKCYBSA's estate and such appointment is not vacated within sixty (60) days; or

6.1.4. This Agreement is assigned or the Baseball Facility is used by UKCYBSA for activities other than in accordance with the terms of this Agreement, and such

default is not cured within thirty (30) days after written notice from the City to UKCYBSA.

6.2. **City Default.** The occurrence of any one or more of the following events shall constitute a default by the City under this Agreement:

6.2.1. The City fails to perform any covenants, conditions or provisions of this Agreement, where such failure continues for a period of sixty (60) days after written notice is given by UKCYBSA; provided that if the nature of the City's breach is such that more than sixty (60) days are reasonably required for cure, then the City will not be in default if the City commences to cure within sixty (60) days of UKCYBSA's notice and thereafter diligently pursues completion and completes performance within a reasonable time.

6.3. **Termination for Cause.** This Agreement may be terminated by either Party by reason of the default of the other (as set forth in **Sections 6.1** and **6.2**, respectively) by providing written notice of termination to the other Party, which notice shall take effect only upon completion of the dispute resolution procedures set forth in **Section 6.5** below.

6.4. **Termination without Cause.** Either Party may terminate this Agreement for any reason whatsoever upon twelve (12) months' notice in writing to the other Party. In the event of termination pursuant to this **Section 6.4** or because of UKCYBSA's default pursuant to **Section 6.3** above, UKCYBSA shall not be entitled to any compensation from the City for capital improvements made by UKCYBSA.

6.5. **Dispute Resolution.** The Parties agree to use their best efforts to resolve disputes regarding this Agreement in an economic and time efficient manner to advance the purposes of this Agreement. In the event that a dispute arises between UKCYBSA and the City, they shall attempt to resolve such dispute as expeditiously as possible and will cooperate so that the express purposes of this Agreement are not frustrated. If the Parties are unable to resolve the dispute between themselves within ninety (90) days from the date the aggrieved Party first notified the other Party, then the Parties agree that they shall attempt to mediate the dispute with the first available mediator from Washington Arbitration and Mediation Service (WAMS) or Judicial Arbitration and Mediation Service (JAMS) or their successors. The Parties shall each pay one half of the cost of such mediation. If such mediation shall fail then nothing in this **Section 6.5** shall otherwise limit the Parties' legal, equitable, or other rights or remedies.

6.6. **Jurisdiction and Venue.** The exclusive jurisdiction and venue for any disputes arising under this Agreement and not otherwise resolved by the dispute resolution required in **Section 6.5** including matters of construction, validity, and performance, shall be in the Superior Court for Kittitas County.

6.7. **Liaisons and Notice.** UKCYBSA and the City shall each identify to the other a particular person who shall serve as its designated liaison for purposes of communicating about day-to-day matters involving the Baseball Facility and Park. Beyond this, any written notice that is required or permitted regarding this Agreement

shall be given by email and either U.S. first class mail or personal delivery to the party which is the intended recipient of the notice at its address as follows:

If to UKCYBSA:

Upper Kittitas County Youth Baseball and Softball Association
Attention: President
[address]

Designated Liaison:
Email:
Telephone:

If to the City:

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

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

6.8. **Headings.** The headings in this Agreement are for convenience only and shall not be deemed to expand, limit, or otherwise affect the substantive terms of this Agreement.

6.9. **Neutral Authorship.** Each Party has been represented by counsel in connection with the negotiation, execution and delivery of this Agreement and its Attachments. Each of the provisions of this Agreement has been reviewed and negotiated, and represents the combined work product of both Parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the Party preparing the same will apply in connection with the construction or interpretation of any of the provisions of this Agreement or its Attachments.

6.10. **Governing Law.** The laws of the State of Washington shall govern the interpretation and enforcement of this Agreement.

6.11. **Attorney Fees.** In the event of litigation between the Parties to enforce their rights under this Agreement, each Party shall bear their own costs and attorneys' fees, including all fees and costs incurred on appeal.

6.12. **Severability.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable unless striking such provision materially alters the intention of the Parties. If a court finds that any provision of this Agreement is invalid or unenforceable, but

that by limiting such provisions it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

- 6.13. **Non-Waiver**. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right subsequently to enforce and compel strict compliance with every provision of this Agreement.
- 6.14. **Amendments**. This Agreement may be modified or amended only if the amendment is made in writing and is signed by both Parties.
- 6.15. **Entire Agreement**. This Agreement contains the entire agreement of the Parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the Parties.

Dated as of this ____ day of _____, 2025

CITY OF CLE ELUM:

(Signature)

(Printed Name)

(Title)

UPPER KITTITAS COUNTY YOUTH BASEBALL AND SOFTBALL ASSOCIATION:

(Signature)

(Printed Name)

(Title)

Exhibit A – Legal Description

ACRES 25.68, CD. 6298-1-2; SEC. 27; TWP. 20; RGE. 15; NW1/4 SE1/4 TA X 11 & 12; S1/2 SE1/4 PTN. TAX 25; (CEMETERY & BALL PARK); (MUST BE SOLD WITH 20-15-27032-0002, P#143835 & 20-15-27040-0010, P#316336)

RM-12/3/98:ADD EX CODE (1)RM-5/1/97-SEG FROM 20-15-2732-0002 CD. 6298-1 97 FOR 98 ANNEXATION TO THE CITY OF CLE ELUM PER ORD. #1041, 12.42@ GOING FROM LEVY 043 TO 028

Exhibit B – Depiction of Park



CITY OF CLE ELUM
Chief of Police

**AGENDA STAFF
REPORT**

AGENDA DATE: 05/26/26

ACTION REQUESTED: Authorize the Chief of Police to sign the CJTC Wellness Grant Contract

BACKGROUND: This is a grant the police department has pursued for the last several years. We have received money for wellness training, nutritionists, peer support training, gym equipment, wellness equipment, and many other items similar to that effect. This year, the Criminal Justice Training Center (CJTC) has awarded the Cle Elum Police Department \$3,150.00 for equipment and \$6,850.00 for training for a total amount of \$10,000.00. Supporting wellness for officers and staff is a priority of mine and this grant helps support that.

The copy of the contract I have provided you is a draft of the contract. The contract I will sign will have identical language. The reasoning behind this slight change is that CJTC will be sending me the contract via DocuSign, and they would not provide me an exact DocuSign copy until I am ready to sign the document. The language in the contract is also identical to the contracts of the previous years I had mentioned.

RECOMMENDATION: Authorize the Chief of Police to sign the CJTC Wellness Grant Contract

ATTACHMENTS:

LEAD STAFF: Chief Rich Albo

DRAFT

Washington State Criminal Justice Training Commission		WSCJTC Contract No. K391	
		Program Index 529	
This Contract is between the State of Washington, Washington State Criminal Justice Training Commission and the Contractor identified below and is governed by Department of Enterprise Services Procurement Policies.			
Contractor Name: Cle Elum Police Department Contact: Katie Heller		Contractor Address: 807 W. Second St., Cle Elum, WA 98922	
Contact Telephone: 509-674-2991		Contact E-Mail kheller@cleelum.gov	
Statewide Vendor Number: (SWV): SWV 0007407-00			
WSCJTC Contact Information			
Manager of this contract or project. Name and Title. Susan Rogel, Grant Manager		E-mail Address Susan.Rogel@cjtc.wa.gov Telephone 206-939-8437	
Contract Start Date	Contract End Date June 30, 2027	Contract Maximum Amount \$10,000	
Subcontracting Authorized? Y/N Y	Travel Expenses Authorized? Y/N Y		
FOR THE WSCJTC:		FOR THE CONTRACTOR:	
Susan Rogel		Cle Elum Police Department	
Manager	Date	Contractor Business Name	
Francesca Heard			
Department Manager	Date	Date	
Jerrell Wills			
Interim Executive Director	Date	Contractor signature	
Holly White			
WSCJTC Contract Specialist	Date	Print Name & Title Rich Albo, Chief ralbo@cleelum.gov	

DRAFT

Statement of Work.

This contract was won competitively, and contract incorporates by reference the Statement of Work WSCJTC published in the Request for Proposal, which the Contractor's proposal specifically agreed to perform.

This grant is for the purpose of establishing officer wellness programs, to include, building resilience, injury prevention, peer support, physical fitness, proper nutrition, stress management, suicide prevention, physical health, mental health supports/services and any other program that focuses on officer wellbeing.

OUTCOMES, REPORTING, AND INVOICING TIMELINES

1. **Outcome Report**
2. **Invoice (A-19 and backup documentation(receipts) – submitted in one PDF document all together)**

DUE DATES:

1. October 15, 2026 (July, August, & September)
2. January 15, 2027 (October, November, & December)
3. April 15, 2027 (January, February, & March)
4. July 10, 2027, **FINAL** submission (April, May, & June)

REQUIRED OUTCOMES FOR REPORT:

1. Gym Equipment – document dates, times and who used the service.
2. Training – document who provided the training, dates, topics, who used the service.
3. Complete officer survey of usefulness of all services and suggestions for future officer wellness services. Report outcomes in final report.

Reallocation of Allotted Funds. Subject to the availability of funds and applicable law, funds allocated under this Agreement may be reallocated as agreed upon and must receive written approval by the WSCJTC Grants Manager. Such reallocations shall be for the purpose of facilitating efficient performance of this Agreement, and shall not increase the total contract maximum, extend the period of performance, or result in a material change to the scope or purpose of this Agreement. These modifications may be implemented as administrative adjustments, without the need for a formal modification or amendment.

Payment. WSCJTC shall pay the Contractor for performance of the Statement of Work, in response to invoices specifying hours worked or work completed but shall not pay in advance. Payments are made by Electronic Funds Transfer using the bank routing information the Contractor provides.

Nondiscrimination.

- a. Nondiscrimination Requirement. During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.
- b. Obligation to Cooperate. Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).
- c. Default. Notwithstanding any provision to the contrary, WSCJTC may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until WSCJTC receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), WSCJTC may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

DRAFT

- d. Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. WSCJTC shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe WSCJTC for default under this provision.

Industrial Insurance Coverage. WSCJTC will report the Contractor to the Department of Labor and Industries (L&I) as a “non-employee covered worker” and will pay L&I insurance premiums. Any injuries the Contractor suffers in the course of performing this contract are covered by L&I. The Contractor and his/her physician should claim accordingly. If this contract authorizes subcontracting, the Contractor provides L&I coverage for any subcontract workers; WSCJTC and the State assume no liability for them.

Termination. No guarantee of work is made or implied as a result of this Contract: merely signing this contract does not guarantee the Contractor any specific amount of payment. WSCJTC may terminate this Contract by providing written notice to the Contractor. Termination shall be effective on the date specified in the termination notice. WSCJTC shall be liable for only authorized services provided on or before the date of termination.

Assignment. The Contractor may not assign this Contract, or its rights or obligations to a third party.

Confidentiality. The Contractor shall not disclose any information WSCJTC designates confidential. This contract and the Contractor’s proposal, if any, become the property of the WSCJTC, subject to the Public Records Act RCW 42.56.

Disputes. If a dispute arises under this contract, it shall be resolved by a Dispute Board. The WSCJTC Executive Director and the Contractor shall each appoint a member to the Board. The Executive Director of the WSCJTC and the Contractor shall jointly appoint a third member to the Dispute Board. The Board shall evaluate the dispute and resolve it. The Board’s determination shall be final and binding to all parties to this Contract.

Indemnity. Each party shall be responsible for the acts, errors, and omissions of itself and its own officers, employees, and agents acting within the scope of their authority and within the scope of the performance of the agreement.

Governing Law. This Contract shall be governed by the laws of Washington. The jurisdiction for any action hereunder shall be the Superior Court for the State of Washington. The venue of any action hereunder shall be in the Superior Court for Thurston County, State of Washington.

Rights in Data. Material created from this Contract shall be “works for hire” as defined by the U.S. Copyright Act of 1976 and shall be owned by WSCJTC, including but not limited to reports, documents, videos, curricular material, exams or recordings. Such materials are subject to RCW 42.56, the Public Records Act; WSCJTC may disclose such documents in accordance with the PRA.

Severability. If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Contract, and to this end the provisions of this Contract are declared to be severable.

Waiver. A failure by the WSCJTC to exercise its rights under this contract shall not preclude WSCJTC from subsequent exercise of such rights and shall not constitute a waiver of any rights under this contract unless stated to be such in writing and signed by an authorized representative of WSCJTC and attached to the original contract.

Total Allocation		\$10,000
	Gym Equipment	3,150
	Training	6,850

CITY OF CLE ELUM
Chief of Police

**AGENDA STAFF
REPORT**

AGENDA DATE: 05/26/26

ACTION REQUESTED: Authorize the Chief of Police to Sign the HB2015 Grant Contract

BACKGROUND: I have spoken to the council about this grant many times in the past. I had recently received a letter from the Criminal justice Training Center (CJTC), advising me of the grant award. I have just recently received the contract.

To review, The grant will support 75% of an entry level officer's salary and benefits for three years, equipment (to include a vehicle), training (academy and post academy), hiring costs, etc. in the amount of \$383,301.00. The grant also supports the department training instructors to maintain the requirements of the grant. We have also received funding to backfill overtime shifts created by the training as well as some funding for wages to attend the training in the amount of \$166,270.00. The grant also allows us to contract victim advocate services in the amount of \$150,000.00. The total grant awarded comes to \$699,571.00.

RECOMMENDATION: Authorize the Chief of Police to Sign the HB2015 Grant Contract

ATTACHMENTS:

LEAD STAFF: Chief Rich Albo

Washington State Criminal Justice Training Commission		WSCJTC Contract No.	
		Program Index 619	
This contract is between the State of Washington, Washington State Criminal Justice Training Commission (WSCJTC) and the GRANTEE identified below and is governed by Department of Enterprise Services Procurement Policies.			
Contractor/Grantee Name: Cle Elum Police Department		Contractor Address:	
Contact: Chief Rich Albo		807 W Second Street, Cle Elum, WA 98922	
Contact Telephone: 509-674-2991		Contact E-Mail ralbo@cleelum.gov	
Statewide Vendor Number: (SWV): Statewide Registration Services - Office of Financial Management			
WSCJTC Contact Information			
Manager of this contract or project. Name and Title. Gail Stone, Project Manager		E-mail Address Gail.stone@cjtc.wa.gov Telephone 206-608-3208	
Contract Start Date May 10, 2026	Contract End Date June 30, 2028	Contract Maximum Amount \$699,571	
Subcontracting Authorized? Y/N N	Travel Expenses Authorized? Y/N N		
FOR THE WSCJTC:		FOR THE CONTRACTOR:	
Francesca Heard <i>Francesca Heard</i> 5/14/2026		Contractor Business Name	
Department Manager Date Jerrell Wills <i>Jerrell Wills</i> 5/14/2026		Date	
Executive Director Date Holly White <i>Holly White</i> 5/14/2026		Contractor signature	
WSCJTC Contract Specialist Date		Print Name & Title Chief Rich Albo	

The parties agree that:

WHEREAS, the WSCJTC has the statutory authority under RCW 43.101.020(2) and RCW 43.101.095(8) to provide programs and training that enhance the integrity, effectiveness, and professionalism of peace officers and corrections officers and exercise lawful actions necessary to enable the commission to fully and adequately perform its duties and to exercise the lawful powers granted to the commission; and

WHEREAS, WSCJTC is also given the responsibility to administer state funds and programs which are assigned to WSCJTC by the Governor or the Washington State Legislature; and

WHEREAS, the Washington State Legislature has, in Laws of RCW 43.101.540 (ESHB 2015) made an appropriation to support the local and tribal law enforcement agencies, and directed WSCJTC to administer those funds;

WHEREAS, the enabling legislation also stipulates that the GRANTEE is eligible to receive funding for hiring, retaining, and training new law enforcement officers, peer counselors, and behavioral health personnel working in co-response to increase community policing and public safety, and

NOW, THEREFORE, in consideration of covenants, conditions, performances, and promises hereinafter contained, the parties agree as follows:

Statement of Work.

This contract was won competitively, and incorporates by reference the GRANTEE's proposal specifically agreed to perform.

This grant is for the public purpose of providing state funding to local and tribal law enforcement agencies to support officer hiring, retention, and training, as well as broader and public safety efforts. (RCW 43.101.540, ESHB 2015)

The Cle Elum Police Department has been awarded \$699,571 and will use this grant for:
\$383,301 for recruiting, funding, and retaining one new law enforcement officer, including equipment.
\$166,270 for training.
\$150,000 for DV services.

OUTCOMES AND REPORTING

1. Annual report. Please submit reports with the following outcome measures and accomplishments with quantifiable data.
 1. How did this grant impact your average response times to calls for service by increasing patrol availability during peak demand periods?
 2. How did this grant increase proactive patrol hours and visible law enforcement presence in high-growth and high-activity areas of the community?
 3. How did this grant increase officer participation in community outreach events, meetings, or engagement activities to strengthen relationships with residents?
 4. How did you enhance opportunities for problem-oriented and community policing initiatives made possible by improved staffing levels?

Please submit these reports to the cjtchb2015@cjtc.wa.gov email on June 30, 2027, and June 30, 2028.

INVOICING AND DUE DATES

Invoices should be submitted by completing an invoice form (A-19 form).

Attached to each invoice please include supporting documentation. Examples include:

- Invoices/Receipts: Collect copies of all invoices, receipts, or purchase orders for the expenses incurred.
- Proof of Payment: Include canceled checks, bank statements, or payment confirmations.
- Timesheets/Payroll Records (if applicable): For personnel costs, attach signed timesheets and payroll documentation.
- Grant Contract Reference: Confirm expenses align with the approved budget categories.

The invoice and supporting documentation should be submitted as a PDF to cjtchb2015@cjtc.wa.gov according to the schedule below. The WSCJTC reserves the right to require additional supporting documentation.

You can submit invoices on a monthly, quarterly, or annual basis. Please identify the cadence you are choosing for submitting invoices.

If invoicing monthly please submit materials by the 15th of every month for the month prior.

If invoicing quarterly, please submit materials as detailed below.

1. October 15, 2026 (July, August, & September)
2. January 15, 2027 (October, November, & December)
3. April 15, 2027 (January, February, & March)
4. July 10, 2027, **FINAL** submission (April, May, & June)

Exclusive Agreement. This contract, with its attachments and documents incorporated by reference, contains all of the terms and conditions the parties agreed to. No other contract terms or conditions shall be deemed to exist or bind the parties. The parties signing above confirm they have read and understand this entire contract and have the authority to enter this contract. WSCJTC and the Contractor may amend the contract by mutual written agreement.

Payment. WSCJTC shall pay the Contractor for performance of the Statement of Work, in response to invoices specifying work completed but shall not pay in advance. Payments are made by Electronic Funds Transfer using the bank routing information the Contractor provides.

Reallocation of Allotted Funds. Subject to the availability of funds and applicable law, funds allocated under this contract may be reallocated as agreed upon and must receive written approval by the WSCJTC Grants Manager. Such reallocations shall be for the purpose of facilitating efficient performance of this Agreement, and shall not increase the total contract maximum, extend the period of performance, or result in a material change to the scope or purpose of this contract. These modifications may be implemented as administrative adjustments, without the need for a formal modification or amendment.

Nondiscrimination.

- a. Nondiscrimination Requirement. During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.
- b. Obligation to Cooperate. Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this contract pursuant to RCW 49.60.530(3).
- c. Default. Notwithstanding any provision to the contrary, WSCJTC may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until WSCJTC receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), WSCJTC may terminate this contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.
- d. Remedies for Breach. Notwithstanding any provision to the contrary, in the event of contract breach involving a termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. WSCJTC shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe WSCJTC for default under this provision.

Industrial Insurance Coverage. If applicable the WSCJTC will report the GRANTEE to the Department of Labor and Industries (L&I) as a “non-employee covered worker” and will pay L&I insurance premiums. Any injuries the GRANTEE suffers in the course of performing this contract are covered by L&I. The GRANTEE and his/her physician should claim

accordingly. If this contract authorizes subcontracting, the GRANTEE provides L&I coverage for any subcontract workers; WSCJTC and the State assume no liability for them.

Termination for Cause

In the event WSCJTC determines the GRANTEE have failed to comply with the conditions of this Grant Agreement in a timely manner, WSCJTC has the right to suspend or terminate this Grant Agreement. Before suspending or terminating the Grant Agreement, WSCJTC shall notify the GRANTEE in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Grant Agreement may be terminated or suspended.

In the event of termination or suspension, the GRANTEE shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Grant Agreement and the replacement or cover Grant Agreement and all administrative costs directly related to the replacement Grant Agreement (e.g., cost of the competitive bidding, mailing, advertising and staff time).

WSCJTC reserves the right to suspend all or part of the Grant Agreement, withhold further payments, or prohibit the GRANTEE from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the GRANTEE or a decision by WSCJTC to terminate the Grant Agreement. A termination shall be deemed a "Termination for Convenience" under General Terms and Conditions Section 45 (Termination for Convenience) if it is determined that the GRANTEE: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this Grant Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

Termination for Convenience

Except as otherwise provided in this Grant Agreement, WSCJTC may, by 10 business days written notice, beginning on the second day after the mailing, terminate this Grant Agreement, in whole or in part. If this Grant Agreement is so terminated, WSCJTC shall be liable only for payment required under the terms of this Grant Agreement for services rendered or goods delivered prior to the effective date of termination.

Termination Procedures

Upon termination of this Grant Agreement, WSCJTC, in addition to any other rights provided in this Grant Agreement, may require the GRANTEE to deliver to WSCJTC any property specifically produced or acquired for the performance of such part of this Grant Agreement as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

WSCJTC shall pay to the GRANTEE the agreed upon price, if separately stated, for completed work and services accepted by WSCJTC, and the amount agreed upon by the GRANTEE and WSCJTC for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by WSCJTC, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of WSCJTC. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Grant Agreement. WSCJTC may withhold from any amounts due the GRANTEE such sum as the Authorized Representative determines to be necessary to protect WSCJTC against potential loss or liability.

The rights and remedies of WSCJTC provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Grant Agreement.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the GRANTEE shall:

1. Stop work under the Grant Agreement on the date, and to the extent specified, in the notice;
2. Place no further orders or subgrants/subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant Agreement that is not terminated;
3. Assign to WSCJTC, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the GRANTEE under the orders and subgrants/subcontracts so terminated, in which case WSCJTC has the right, at its discretion, to settle or pay any or all Claims arising out of the termination of such orders and subgrants/subcontracts;

4. Settle all outstanding liabilities and all Claims arising out of such termination of orders and subgrants/subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to WSCJTC and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the Grant Agreement had been completed, would have been required to be furnished to WSCJTC;
6. Complete performance of such part of the work associated with the Project as shall not have been terminated by the Authorized Representative; and
7. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this Grant Agreement, which is in the possession of the GRANTEE and in which WSCJTC has or may acquire an interest.

No guarantee of work is made or implied as a result of this contract: merely signing this contract does not guarantee the Contractor any specific amount of payment. WSCJTC may terminate this contract by providing written notice to the Contractor. Termination shall be effective on the date specified in the termination notice. WSCJTC shall be liable for only authorized services provided on or before the date of termination.

Assignment. The Contractor may not assign this contract, or its rights or obligations to a third party.

Confidentiality. The Contractor shall not disclose any information WSCJTC designates confidential. This contract and the Contractor's proposal, and any records related to this contract and the performance under the contract if any, become the property of the WSCJTC, subject to RCW 42.56, the Public Records Act.

Disputes. If a dispute arises under this contract, it shall be resolved by a Dispute Board. The WSCJTC Executive Director and the Contractor shall each appoint a member to the Board. The Executive Director of the WSCJTC and the Contractor shall jointly appoint a third member to the Dispute Board. The Board shall evaluate the dispute and resolve it. The Board's determination shall be final and binding to all parties to this contract.

Indemnity. Each party shall be responsible for the acts, errors, and omissions of itself and its own officers, employees, and agents acting within the scope of their authority and within the scope of the performance of the contract.

Governing Law. This contract shall be governed by the laws of the state of Washington. The jurisdiction for any action hereunder shall be the Superior Court for the State of Washington. The venue of any action hereunder shall be in the Superior Court for Thurston County, state of Washington.

Rights in Data. Material created from this contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by WSCJTC, including but not limited to reports, documents, videos, curricular material, exams or recordings. Such materials are subject to RCW 42.56, the Public Records Act; WSCJTC may disclose such documents in accordance with the PRA or other legal process.

Recapture. In the event that the Contractor fails to perform this contract in accordance with state or federal laws, and/or the provisions of this contract, WSCJTC reserves the right to recapture funds in an amount to compensate WSCJTC for the noncompliance (which may include all funds disbursed under the contract), in addition to any other remedies available at law or in equity.

WSCJTC's ability to recapture or seek remedies shall survive any receipt of a Closeout Certification Form or termination of this contract. Repayment by the Contractor of funds under this Section shall occur within the time period specified by WSCJTC. In the alternative, WSCJTC may recapture such funds from payments due under this contract.

Records Maintenance. The Contractor shall maintain books, records, documents, data, and other evidence relating to this contract and performance of the services described herein, including, but not limited to, accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

Contractor shall retain such records for a period of 6 years following the date of final payment. At no additional cost, these records, including materials generated under the Grant Agreement, shall be subject at all reasonable times to inspection, review, or audit by WSCJTC, personnel duly authorized by WSCJTC, the Office of the State Auditor, and federal and state officials so authorized by law, regulation, or agreement.

If any litigation, claim, or audit is started before the expiration of the 6 year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Reduction in Funding. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, WSCJTC may terminate the contract under the "Termination" clauses, without the notice requirement. In lieu of termination, the contract may be amended to reflect the new funding limitations and conditions.

Severability. If any provision of this contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this contract which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this contract, and to this end the provisions of this contract are declared to be severable.

Waiver. A failure by the WSCJTC to exercise its rights under this contract shall not preclude WSCJTC from subsequent exercise of such rights and shall not constitute a waiver of any rights under this contract unless stated to be such in writing and signed by an authorized representative of WSCJTC and attached to the original contract.

CITY OF CLE ELUM
Chief of Police

**AGENDA STAFF
REPORT**

AGENDA DATE: 05/26/26

ACTION REQUESTED: Allow the Chief of Police to Sign the Contract for Victim Advocate Services

BACKGROUND: The Cle Elum Police Department has never had victim advocate services. While there are general services for domestic violence victims, these resources are limited. Bridge Coordination Services are a contracted service that provide an array of victim advocate services. Not only will services be provided to victims, but this will free up time from Officers who have traditionally performed follow-up on their own.

BCS services will in general be handled over the phone or email as they are not located in county. They have expressed extreme willingness to travel to Cle Elum when needed. BCS will also provide training to Officers as well as working with our social media outreach team to put out information regarding their services, or general information regarding recognition of advocacy related subjects.

We have worked for many months to get this program off the ground, and find it extremely valuable to the public. This program is being funded by the JAG Federal grant I was awarded, and will be continued by the HB2015 for three years. We are excited to work with BCS and provide advocacy programming to our citizens.

RECOMMENDATION: Allow the Chief of Police to Sign the Contract for Victim Advocate Services

ATTACHMENTS:

LEAD STAFF: Chief Rich Albo

PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF CLE ELUM, WASHINGTON
AND BRIDGE COORDINATION SERVICES, LLC FOR DOMESTIC
VIOLENCE/ CRIME VICITM SERVICES COORDINATION

THIS AGREEMENT (“Agreement”) is made and entered into by and between the City of Cle Elum, Washington, a Washington State municipal corporation (“City”), and Bridge Coordination Services, LLC, a Washington corporation ("Consultant"). NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, the parties hereto agree as follows:

ARTICLE I. PURPOSE

The purpose of this Agreement is to provide the City with domestic violence coordination services, as described in Article II. The general terms and conditions of the relationship between the City and the Consultant are specified in this Agreement.

ARTICLE II. SCOPE OF SERVICES

The Scope of Services is attached hereto as Exhibit “A” and incorporated herein by this reference (“Scope of Services”). All such services shall be provided in accordance with the standards of the Consultant’s profession.

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

III.1 MINOR CHANGES IN SCOPE.

The Consultant shall accept minor changes, amendments, or revision in the detail of the Scope of Services as may be required by the City when such changes will not have any impact on the service costs or proposed delivery schedule. Extra work, if any, involving substantial changes and/or changes in cost or schedules will be addressed as follows:

Extra Work. The City may desire to have the Consultant perform work or render services in connection with each project in addition to or other than work provided for by the expressed intent of the Scope of Services in the scope of services. Such work will be considered as extra work and will be specified in a written supplement to the scope of services, to be signed by both parties, which will set forth the nature and the scope thereof. All proposals for extra work or services shall be prepared by the City. Work under a supplemental agreement shall not proceed until executed in writing by the parties.

III.2 WORK PRODUCT AND DOCUMENTS.

The work product and all documents produced under this Agreement shall be furnished by the Consultant to the City and are the property of the City, except that the Consultant may retain one copy of the work product and documents for its records. The Consultant will be responsible for the accuracy of the work, even though the work has been accepted by the City.

In the event that the Consultant shall default on this Agreement or in the event that this Agreement shall be terminated prior to its completion as herein provided, all work product of the Consultant, along with a summary of work as of the date of default or termination, shall become the property of the City. Upon request, the Consultant shall tender the work product and summary to the City. Tender of said work product shall be a prerequisite to final payment under this Agreement. The summary of work done shall be prepared at no additional cost to the City.

III.3 TERM.

This Agreement shall commence on April 1, 2026, and shall terminate on September 30, 2026, unless earlier terminated in accordance with the terms of this Agreement. Subject to the continued availability of grant funding, including required monthly approval and reimbursement to the City through March 31, 2027, the City may, at its sole discretion, extend this Agreement on a month-to-month basis through March 31, 2027.

Thereafter, this Agreement may be renewed for up to two (2) additional one-year terms at a rate of \$58.50 per hour, unless otherwise modified in writing, upon the mutual written agreement of the parties executed by their duly authorized representatives. Any such extension or renewal shall be set forth in a written addendum and shall be incorporated into and made part of this Agreement.

Notwithstanding the foregoing, the Consultant shall be entitled to compensation for all services authorized, properly performed, and invoiced in accordance with this Agreement. Payment to the Consultant shall not be unreasonably withheld or delayed. In the event that grant reimbursement is denied, in whole or in part, for services performed, the City shall compensate the Consultant from the City's operating budget in an amount not to exceed Five Thousand Seven Hundred Dollars (\$5,700.00) for such services rendered.

III.4 NON-ASSIGNABLE.

The services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

III.5 EMPLOYMENT.

a. The term "employee" or "employees" as used herein shall mean any officers, agents, or employee of the Consultant.

b. Any and all employees of the Consultant, while engaged in the performance of any work or services required by the Consultant under this Agreement, shall be considered employees of the Consultant only and not of the City, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of any said employees while so engaged, and any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Consultant or its employees while so engaged in any of the work or services provided herein shall be the sole obligation of the Consultant.

III.6 INDEMNITY.

Consultant shall defend, indemnify, and hold harmless the City from claims, damages, or losses only to the extent caused by the negligent acts or omissions of the Consultant in performance of this Agreement. The Consultant shall not indemnify the City for the City's sole negligence. For the purposes of this indemnification, Consultant specifically and expressly waives any immunity granted under the Washington Industrial Insurance Act, Title 51 RCW. This waiver has been mutually negotiated and agreed to by the parties. Each party shall be responsible for its own defense unless otherwise mutually agreed.

III.7 INSURANCE.

Insurance coverage shall be reasonably commensurate with the size and scope of this Agreement. Nothing in this Agreement shall be interpreted to expand Consultant's liability beyond the limits set forth herein.

- a. Insurance Term. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.
 - b. No Limitation. Consultant's maintenance of insurance as required by the agreement shall not be construed to expand the liability of the Consultant beyond that otherwise provided in this Agreement.
 - c. Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:
 - (1) Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
 - (2) Commercial General Liability insurance shall be written at least as broad on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
 - (3) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
 - (4) d. Professional Liability insurance appropriate to the Consultant's profession.
- Minimum Insurance Limits. Consultant shall maintain the following insurance limits:
- (1) Comprehensive General Liability. \$2,000,000 combined single limit per occurrence for bodily injury personal injury and property damage; \$2,000,000 general aggregate.
 - (2) Automobile Liability. \$1,000,000 combined single limit per accident for bodily injury and property damage.
 - (3) Workers' Compensation. Workers' compensation limits as required by the Workers' Compensation Act of Washington.

(4) Professional Liability/Consultant's Errors and Omissions Liability. \$2,000,000 per claim and \$2,000,000 as an annual aggregate.

e. Notice of Cancellation. In the event that the Consultant receives notice (written, electronic or otherwise) that any of the above required insurance coverage is being cancelled and/or terminated, the Consultant shall immediately (within forty-eight (48) hours) provide written notification of such cancellation/termination to the City.

f. Acceptability of Insurers. Insurance to be provided by Consultant shall be with insurers with a current A.M. Best rating of no less than A:VII, or if not rated by Best, with minimum surpluses the equivalent of Best VII rating.

g. Verification of Coverage. In signing this agreement, the Consultant is acknowledging and representing that required insurance is active and current. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work. Further, throughout the term of this Agreement, the Consultant shall provide the City with proof of insurance upon request by the City.

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

i. Subcontractors' Insurance. The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

III.8 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION.

The Consultant agrees to comply with equal opportunity employment and not to discriminate against client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in

conspicuous places, setting forth the provisions of this nondiscrimination clause. The Consultant understands and agrees that if it violates this nondiscrimination provision, this Agreement may be terminated by the City, and further that the Consultant will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

III.9 UNFAIR EMPLOYMENT PRACTICES.

During the performance of this Agreement, the Consultant agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

III.10 LEGAL RELATIONS.

The Consultant shall comply with all federal, state and local laws and ordinances applicable to work to be done under this Agreement. The Consultant represents that the firm and all employees assigned to work on any City project are in full compliance with the statutes of the State of Washington governing activities to be performed and that all personnel to be assigned to the work required under this Agreement are fully qualified and properly licensed to perform the work to which they will be assigned. This Agreement shall be interpreted and construed in accordance with the laws of Washington. Venue for any litigation commenced relating to this Agreement shall be in Kittitas County Superior Court.

III.11 INDEPENDENT CONTRACTOR.

a. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants, and agrees that its status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Consultant shall make no claim of City employment nor shall claim any related employment benefits, social security, and/or retirement benefits.

b. The Consultant shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Consultant shall pay the same before it becomes due.

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

d. Prior to commencement of work, the Consultant shall obtain a business license from the City.

III.12 CONFLICTS OF INTEREST.

The Consultant agrees to and shall notify the City of any potential conflicts of interest in Consultant's client base and shall obtain written permission from the City prior to providing services to third parties where a conflict or potential conflict of interest is apparent. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

III.13 CITY CONFIDENCES.

The Consultant agrees to and will keep in strict confidence, and will not disclose, communicate or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or services provided to the City.

III.14 SUBCONTRACTORS/SUBCONSULTANTS.

~~a.~~ The Consultant shall be responsible for all work performed by subcontractors/subconsultants pursuant to the terms of this Agreement.

~~b.~~ The Consultant must verify that any subcontractors/subconsultants directly hire meet the responsibility criteria for the project. Verification that a subcontractor/subconsultant has proper license and bonding, if required by statute, must be included in the verification process. The Consultant will use the following Subcontractors/Subconsultants:

~~c.~~ The Consultant may not substitute or add subcontractors/subconsultants without the written approval of the City.

d. All Subcontractors/Subconsultants shall have the same insurance coverages and limits as set forth in this Agreement and the Consultant shall provide verification of said insurance coverage.

ARTICLE IV. OBLIGATIONS OF THE CITY.

IV.1 PAYMENTS.

a. The Consultant shall be paid by the City for services rendered under this Agreement as described in the Scope of Services and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed thirty-eight thousand dollars (\$38,000.00) without the written agreement of the Consultant and the City.

Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit A, the City shall pay Consultant a mutually agreed amount.

b. The City will pay timely submitted and approved invoices received before the 20th of each month within thirty (30) days of receipt.

IV.2 CITY APPROVAL.

Notwithstanding the Consultant's status as an independent contractor, results of the work performed pursuant to this Agreement must meet the approval of the City, which shall not be

unreasonably withheld if work has been completed in compliance with the Scope of Services and City requirements.

IV.3 MAINTENANCE/INSPECTION OF RECORDS.

The City acknowledges it is responsible for compliance with the Washington Public Records Act.

Consultant agrees to reasonably cooperate with the City in responding to requests. The Consultant shall not be responsible for penalties or legal costs except where caused by Consultant's failure to provide records after notice.

a. The Consultant shall maintain all books, records, documents and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts and records where necessary to conduct or document an audit.

b. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

c. Public Records. The parties agree that this Agreement and records related to the performance of the Agreement are with limited exception, public records subject to disclosure under the Public Records Act RCW 42.56. Further, in the event of a Public Records Request to the City, the City may provide the Consultant with a copy of the Records Request and the Consultant shall provide copies of any City records in Consultant's possession, necessary to fulfill that Public Records Request. If the Public Records Request is large the Consultant will provide the City with an estimate of reasonable time needed to fulfill the records request.

ARTICLE V. GENERAL.

V.1 NOTICES.

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

Chief Rich Albo
Cle Elum Chief of Police
807 W 2nd St, Cle Elum, WA 98922
(509)674-2991
ralbo@cleelum.gov

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

Tiffany Krusey

Owner/ Director
P.O Box 2632
Stanwood, WA 98292
253-226-0266
tkrusey@bcs-wa.com

Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage and address.

V.2 TERMINATION.

This Agreement may be terminated by either party, in whole or in part, upon sixty calendar days' prior written notice to the other party unless otherwise mutually agreed upon by both parties. In the event of termination, the City shall compensate the Consultant for all services authorized, properly performed, and invoiced through the effective date of termination, in accordance with the payment provisions set forth in Section

IV.1. Such compensation shall include payment for any non-cancelable commitments reasonably incurred by the Consultant in reliance on this Agreement prior to receipt of notice of termination. Termination of this Agreement shall not affect any rights or obligations of the parties that have accrued prior to the effective date of termination, including, but not limited to, the Consultant's right to payment for services rendered.

V.3 DISPUTES.

The parties agree to attempt good faith resolution prior to litigation and may pursue mediation. Following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this Agreement may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.

V.4 EXTENT OF AGREEMENT/MODIFICATION.

This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or added to only by written instrument properly signed by both parties.

V.5 SEVERABILITY.

a. If a court of competent jurisdiction holds any part, term, or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

b. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

V.6 NONWAIVER.

A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay, or failure of either party to insist upon strict performance of any agreement, covenant, or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition, or right.

V.7 FAIR MEANING.

The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

V.8 GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

V.9 VENUE.

The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Kittitas County, Washington.

V.10 AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT.

The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth below.

Signature page to follow.

CONSULTANT:

Bridge Coordination Services, LLC

By: _____

Title: _____

Date: _____

CITY OF CLE ELUM:

RICH ALBO, Chief of Police

By: _____

Title: _____

Date: _____