

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
June 9, 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
SARAH HUBBARD
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. Proclamation — Pride Month 2026 — Requested by Councilmembers Buechle-Curtis, Cook, and Williams
 - b. Proclamation — Family Strength and Stability Month — Requested by Councilmembers Ratliff and Harper
 - c. Regional Committee Representative Appointments
 - d. Council Rules of Procedure Special Committee Appointments
4. **Approval of Meeting Agenda**
5. **Consent Agenda**

Items listed below have been distributed to Council Members in advance for review and will be enacted by one motion. If separate discussion is desired on an item, it may be removed from the Consent Agenda and placed on the Regular Agenda at the request of a Council Member or a member of the public with concurrence from a Council Member:

 - a. Council Meeting Minutes — May 26, 2026
 - b. Payables — June 9, 2026 — \$293,406.73
 - c. Payroll Vouchers — June 5, 2026 — \$435,196.61

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6. Department Head Reports

- a. Rob Omans — City Administrator
- b. Shannon Johnson — Planning Director
- c. Mathew Bailey — Public Works Director
- d. Rich Albo — Police Chief
- e. Ed Mills — Fire Chief
- f. William LaRue — Utilities Operations Manager

7. Public Appearances – 15-Minute Limit

- a. Community Prevention and Wellness Initiative Grant — Jessica Cranefield — High School Prevention Club
- b. Veterans Assistance Program — Stephanie Bohman — Habitat for Humanity

8. Business Requiring Public Hearings

9. Unfinished Business

10. New Business

- a. Approve Submittal of Annual Report 2025 — Robin Newcomb — Finance Director
- b. Burn Ban Authorization — Ed Mills — Fire Chief
- c. Forte Third Party Billing — Building Permits, Planning, Code Enforcement — Rob Omans — City Administrator
- d. Lodging Tax Service Agreement — Washington State Horse Park Facilities Expansion — Rob Omans — City Administrator
- e. Payables — Timesaver PC
- f. Resolution 2026-021 — Ratifying Purchases from Inland Networks — Rob Omans — City Administrator
- g. Resolution 2026-022 — Petitioning the Public Disclosure Commission (PDC)

11. Report of Committees

- a. Public Works & Community Development
- b. Public Safety & Health
- c. Lodging Tax & Events
- d. General Government
- e. Coal Mines Trail

12. Councilmember Comments - Limited to 5 Minutes

13. Mayor's Report

14. Executive Session RCW 42.30.110(g)

- a. RCW 42.30.110(g) To evaluate the qualifications of an applicant for public employment or to review the performance of a public employee.

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15. Adjournment

Upcoming Meetings:

Lodging Tax & Event Committee Meeting — June 10, 2026 at 8:30 a.m.

Public Safety & Health Committee Meeting — June 11, 2026 at 9:00 a.m.

Historical Preservation Commission Meeting — June 16, 2026 at 3:00 p.m.

Planning Commission Meeting — June 16, 2026 at 6:00 p.m.

Civil Service Commission Meeting — June 17, 2026 at 5:15 p.m.

Regular Council Meeting — June 22, 2026 at 6:00 p.m.

General Government Committee Meeting — June 24, 2026 at 8:30 a.m.

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

Coal Mines Trail Commission Meeting — July 7, 2026 at 4:00 p.m.



PROCLAMATION DECLARING PRIDE MONTH 2026

WHEREAS, since its inception in 1970, Pride Month has been celebrated each June to honor the 1969 Stonewall uprising in New York City; and

WHEREAS, the month of June is internationally recognized as Pride Month, a time to celebrate the achievements and contributions of LGBTQIA+ individuals, while also raising awareness about the challenges they continue to face; and

WHEREAS, discrimination, violence, and inequality against LGBTQIA+ individuals persist in our society and we must actively work toward fostering an inclusive and equitable community for all; and

WHEREAS, education, advocacy, and allyship are essential in promoting acceptance, understanding, and respect for people of all sexual orientations, gender identities, and gender expressions; and

WHEREAS, it is a community responsibility to create a welcoming and supportive environment where all individuals can thrive without fear of discrimination or persecution; and

WHEREAS, the City of Cle Elum recognizes our community is stronger, healthier and more vibrant when every person is treated with respect, equality, dignity and compassion; and

WHEREAS, The City of Cle Elum joins cities and towns nationwide in celebrating Pride Month and affirming its commitment equality, embracing diversity, and ensuring every resident can live openly and authentically

NOW, THEREFORE, I, Matthew Lundh, Mayor of the City of Cle Elum do hereby proclaim June 2026 as

PRIDE MONTH

in and for the City of Cle Elum, and encourage all residents to recognize and celebrate the contributions, diversity, resilience, and dignity of LGBTQIA+ individuals, while reaffirming our community's commitment to inclusion, equality, and respect for all.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Cle Elum to be affixed this 9th day of June, 2026.

Matthew Lundh
Mayor, City of Cle Elum



PROCLAMATION DECLARING FAMILY STRENGTH AND STABILITY MONTH

WHEREAS, the City of Cle Elum is rooted in a proud tradition of hard work, personal responsibility, and strong family values that have shaped our community across generations; and

WHEREAS, families built on commitment, stability, and mutual support provide the primary foundation for raising children and preparing future generations for productive, responsible citizenship; and

WHEREAS, the presence of dedicated mothers and fathers, along with extended family members and guardians, plays a vital role in the emotional, social, and economic well-being of children; and

WHEREAS, stable family structures contribute to stronger neighborhoods, reduced social challenges, and a more resilient and self-reliant community; and

WHEREAS, the City of Cle Elum recognizes the importance of encouraging family formation, responsible parenting, and the enduring value of lifelong commitment; and

WHEREAS, strengthening families helps preserve the character, heritage, and long-term prosperity of our community;

NOW, THEREFORE, I, Matthew Lundh, Mayor of the City of Cle Elum, Washington, do hereby proclaim June 2026 as

Family Strength and Stability Month

in and for the City of Cle Elum, and encourage all residents to support and strengthen family life within our community; promote responsible parenting and positive role models; encourage commitment, stability, and mutual respect within households; and invest in the well-being and future of our children.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Cle Elum to be affixed this 9th day of June, 2026.

Matthew Lundh
Mayor, City of Cle Elum

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

Councilmembers Present:

Cassidy Buechle-Curtis
Ken Ratliff
Beth Williams (Zoom)
Steven Harper
Audrey Malek
Steven Cook (Zoom)

Staff Present:

Matthew Lundh - Mayor
Rob Omans - City Administrator
Erica Krum - Assistant City Administrator
Mathew Bailey - Public Works Director
Shannon Johnson - Planning Director
Amy Pridemore - Library Director

2. Public Comment – Limited to 5 Minutes per Speaker

The following individuals addressed the Council:
Lucy Temple (Zoom)

3. Announcements, Appointments, Awards, and Recognition

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

Mayor Lundh presented Councilmember Harper with the Certificate of Advanced Municipal Leadership during the meeting.

b. [Proclamation — Commemorating the Service of Councilmember Jon Cornelius](#)

Mayor Lundh read a proclamation honoring the service of former Councilmember Jon Cornelius and formally presented it to him.

c. [Appointment of Council Position No. 4](#)

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Two candidates applied for the City Council position: Jessie Campbell and Sarah Hubbard. Jessie Campbell presented her motivations for seeking a position on the Council, followed by Sarah Hubbard. Councilmembers engaged both candidates with several questions. Each candidate articulated their commitment to community involvement, the future of Cle Elum, and their approaches to making difficult decisions and collaborating with others.

The Council entered into executive session at 6:42 PM and returned at 6:52 PM. The Council unanimously voted to appoint Sarah Hubbard to City Council Position 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

MOTION: Councilmember Harper made a motion to approve the Meeting Agenda, with an amendment to move Payables from item 5 B in the consent agenda to item 10 H under New Business ; seconded by Councilmember Buechle-Curtis.

MOTION : 7 yes 0 no.

5. Consent Agenda

MOTION: Councilmember Harper made a motion to approve the Consent Agenda as amended ; seconded by Councilmember Williams.

MOTION : 7 yes 0 no.

a. Council Meeting Minutes — May 12, 2026

b. Special Meeting Minutes — April 20, 2026

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- c. Ratify Mayor's Signature — Rental Agreement

6. Department Head Reports

- a. Rob Omans — City Administrator

See attached report.

The City Council meeting originally scheduled for June 23, 2026, has been rescheduled to Monday, June 22, 2026.

- b. Mathew Bailey — Public Works Director

See attached report.

The Public Works Director reported that between June 1 and June 5, 400 plants will be restored on First Street. Additionally, the sewer lining project was completed last week.

- c. Rich Albo — Chief of Police

See attached report.

- d. Amy Pridemore — Library Director

See attached report.

7. Public Appearances – 15-Minute Limit

- a. Cle Elum Downtown Association — Kaylee Thompson

See attached report.

8. Business Requiring Public Hearings

- a. Continuation: Right-of-Way Vacation, Habitat for Humanity — Shannon Johnson —

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[Planning Director](#)

Re-opening of the Public Hearing commenced at 7:30 PM. The agenda for this session is attached.

Shannon Johnson, Planning Director, recalled that this meeting pertains to the Right-of-Way vacation for the Habitat for Humanity property. Stephanie Bohman from Habitat for Humanity presented the attached PowerPoint. Skylar Bison-Rapp of Manastash Architecture Planning and Development further articulated the need for Habitat for Humanity in the community, continuing from where Stephanie concluded in the presentation.

Councilmember Harper expressed concerns regarding both options for the Right-of-Way Vacation, indicating a preference to explore an alternative option. Stephanie Bohman responded, emphasizing that funding possesses a time constraint and cannot be delayed; direction is needed urgently. Councilmembers acknowledged potential impacts associated with either option, noting that the visuals in the presentation clarified the implications for the alleyway.

The following individuals addressed the Council:

Shanna Morarity
Tracy Taylor
Nick Nelson

Public hearing closed at 8:21 PM.

9. Unfinished Business

- a. [Ordinance 1729 — Right-of-Way Vacation, Habitat for Humanity — Shannon Johnson — Planning Director](#)

MOTION: Councilmember Ratliff made a motion to adopt Ordinance 1729 ; seconded by Councilmember Cook.

MOTION : 7 yes 0 no.

- b. [Ordinance 1728 — Atlas Networks Franchise agreement \(Second Reading\) — Shannon Johnson — Planning Director](#)

Shannon Johnson, Planning Director, conducted the second reading of the Atlas Networks Franchise Agreement.

MOTION: Councilmember Malek made a motion to adopt Ordinance 1728 ; seconded by Councilmember Buechle-Curtis.

MOTION : 5 yes 1 no. 1 abstain

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10. New Business

- a. [Signalized Intersection Safety Improvements Supplemental Agreement — HLA](#)

MOTION: Councilmember Harper made a motion to approve the Safety Improvements Supplemental Agreement; seconded by Councilmember Buechle-Curtis.

MOTION : 7 yes 0 no.

- b. [First Street and Oakes Avenue Resurfacing Supplemental Agreement — HLA](#)

MOTION: Councilmember Harper made a motion to approve the First Street & Oaks Avenue Resurfacing Supplemental Agreement; seconded by Councilmember Malek.

MOTION : 7 yes 0 no.

- c. [Resolution 2026-020 — Cemetery Rate Schedule — Mathew Bailey — Public Works Director](#)

Public Works Director Mathew Bailey presented Resolution 2026-020. Councilmember Harper noted that maintaining competitive rates is essential for managing overcrowding and commended the committee for developing the resolution. Councilmember Cook inquired whether this change is associated with the staffing adjustment at the cemetery, which has transitioned from one employee to a full crew and includes additional equipment. Mathew Bailey highlighted that Public Works now operates more professionally, utilizing tents, chairs, and casket lowering devices, while also ensuring the site is restored with sod after the ceremony by moving dirt as needed and that this now reflects in the new pricing. Councilmember Ratliff stated that there is a specific rate for Cle Elum residents, a slightly higher rate for non-residents within the school district, and a higher rate for those outside the district, which all remain reasonable.

MOTION: Councilmember Harper made a motion to approve Resolution 2026-020 concerning the cemetery rate schedule; seconded by Councilmember Ratliff.

MOTION : 7 yes 0 no.

- d. [Upper Kittitas County Youth Baseball and Softball Association \(UKCYBSA\) Park Use Contract — Councilmember Cook](#)

Councilmember Cook presented the contract to grant the Upper Kittitas County Youth Baseball and Softball Association preferential use of Cle Elum Memorial Park. In return, the Association will enter into maintenance agreements, ensuring a balance between their needs and the public's use of the park.

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MOTION: Councilmember Ratliff made a motion to approve Upper Kittitas County Youth Baseball and Softball Association (UKCYBSA) Park Use Contract ; seconded by Councilmember Cook.

MOTION : 7 yes 0 no.

- e. Criminal Justice Training Commission 2026 Wellness Grant Contract— Rich Albo — Chief of Police

See attached report.

MOTION: Councilmember Harper made a motion to ratify Rich Albo, Chief of Police signature on Criminal Justice Training Commission 2026 Wellness Grant Contract; seconded by Councilmember Cook.

MOTION : 7 yes 0 no.

- f. Criminal Justice Training Commission HB 2015 Grant Contract — Rich Albo — Chief of Police

See attached report.

MOTION: Councilmember Harper made a motion to ratify Rich Albo, Chief of Police signature on Criminal Justice Training Commission HB 2015 Grant Contract; seconded by Councilmember Ratliff.

MOTION : 7 yes 0 no.

- g. Victims Advocate Services Contract — Rich Albo — Chief of Police

MOTION: Councilmember Malek made a motion to ratify Rich Albo, Chief of Police signature on the Victims Advocate Services Contract; seconded by Councilmember Buechle-Curtis.

MOTION : 7 yes 0 no.

- h. Payables — May 26, 2026 — \$573,220.00

MOTION: Councilmember Malek made a motion to approve Payables; seconded by Councilmember Cook.

MOTION : 6 yes 0 no. 1 abstain

11. Report of Committees

Councilmember Malek discussed the Coal Mines Trails that there will be a 75% design review Zoom meeting coming up on June 2nd. This can be accessed on the Roslyn Heritage Museum

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website, which is RRCHC.com.

Councilmember Buechle-Curtis indicated that Kittcom is hiring, highlighting it as a reputable workplace and an exemplary 911 center.

Councilmember Williams reported that the AED boxes have been installed, and Councilmember Harper is currently working on programming the radios associated with them. Councilmember Harper clarified that this project is independent of City Business and was initiated by a third party to assist in programming the AEDs, with hopes to commence work Thursday and complete it shortly thereafter.

The Mayor mentioned ongoing efforts at the Conference of Governments to finalize the contract for a new position. Also that Cle Elum intends to apply for the capital grant that was successfully secured last year.

a. **Public Works & Community Development**

Councilmember Cook has no report but states that he is excited to have a full committee now.

b. **Public Safety & Health**

Councilmember Cassidy Buechle-Curtis noted significant progress with Title 8, identifying items for removal and compiling a list of questions for further discussion.

c. **Lodging Tax & Events**

Councilmember Malek expressed enthusiasm for the upcoming summer events and noted the importance of ensuring that event submissions are complete. She acknowledged that the prevalence of incomplete event proposals has been a challenge in the past.

d. **General Government**

Councilmember Harper indicated that the upcoming General Government meeting is expected to be uneventful. Additionally, he requested that the Council consider recommending his involvement in financial matters moving forward.

12. **Councilmember Comments - Limited to 5 Minutes**

Councilmember Buechle-Curtis recognized Jessi Campbell and Sarah Hubbard for applying for the

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city council position. She commended their willingness to engage with the community and encouraged others to be inspired by their actions. Councilmember Hubbard expressed her enthusiasm for joining the council and her eagerness to connect with everyone.

13. Mayor's Report

Mayor Lundh acknowledged both candidates and expressed gratitude for their initiative in applying for the position. He personally thanked Jessi Campbell for her applying for the council position. He emphasized the significance of community participation in the Board of Commissions, highlighting the numerous vacancies available. He wants to inquire if Jessi Campbell would be interested in joining any of these vacancies, noting that these bodies play a crucial role in advising the council on important decisions.

14. Adjournment

The meeting was adjourned at 9:13 p.m.

Matthew Lundh, Mayor

Debbie Lee, Clerk

CHECK REGISTER

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2256	05/27/2026	Claims	1	EFT	Cintas Corporation	465.03	Public works gloves 5/15, Uniforms/Towels/Mats 5/19
2274	05/27/2026	Claims	1	EFT	Inland Networks	134.00	Park internet and shop internet
2275	05/27/2026	Claims	1	EFT	Inland Networks	830.54	Library internet and new panel
2291	06/01/2026	Claims	1	EFT	U.S. Cellular	124.10	Water Plant M2M cellular
2293	05/28/2026	Claims	1	EFT	Amazon	51.83	Rain Bird Solenoid for parks
2305	05/29/2026	Claims	1	EFT	Puget Sound Energy	14,114.45	April 2026 -- 331 S Cle Elum Way #8199
2306	05/29/2026	Claims	1	EFT	Puget Sound Energy	188.72	April 2026 -- 500 Owens Rd #8264
2307	05/29/2026	Claims	1	EFT	Puget Sound Energy	7,518.02	April 2026 --Street Total incl lights #5847
2308	05/29/2026	Claims	1	EFT	Puget Sound Energy	17,781.61	April 2026 -- 1970 State Route 903 #8207
2309	05/29/2026	Claims	1	EFT	Puget Sound Energy	266.96	April 2026 -- First St & Pennsylvania Lights #0910
2314	06/01/2026	Claims	1	EFT	T-Mobile	95.55	Backup Internet
2331	05/31/2026	Claims	1	EFT	Cintas Corporation	166.72	Regional water and sewer mats/towels/uniforms 5/22
2332	05/31/2026	Claims	1	EFT	Inland Networks	25.00	Library Alarm Monitoring
2333	05/31/2026	Claims	1	EFT	Inland Networks	25.00	Police Alarm Monitoring
2337	06/01/2026	Claims	1	EFT	Methodworks	754.08	May IT Services
2342	06/01/2026	Claims	1	EFT	Methodworks	1,220.63	Police Dept IT Services -- May
2343	06/01/2026	Claims	1	EFT	Methodworks	1,586.81	IT Services -- May --- City Hall, Library, Council, new employees, sewer plant
2345	06/01/2026	Claims	1	EFT	Columbia Bank	26,796.00	Interest Only payments on refinance of loans in 2018
2346	06/01/2026	Claims	1	EFT	Inland Networks	25.00	Police alarm monitoring 6/15/26
2353	06/02/2026	Claims	1	EFT	Pitney Bowes Global Financial Services L	616.55	New postage machines lease pmt #1
2415	06/03/2026	Claims	1	EFT	Xpress Bill Pay	703.57	May merchant fees
2417	06/09/2026	Claims	1	48564	Bator Glass	374.92	Balance on the invoice for F150 Ford windshield/public works; Balance on the invoice for park restroom windows
2418	06/09/2026	Claims	1	48565	Brown and Jackson Septic	1,330.00	Port A Potty May 2026 -- Roslyn Coal Mine Trail location; Ronald Coal Mine Trail location; Coal Mine Trailhead location;; Port A Potty May 2026 -- 519 W 2nd City Park; Port A Potty May 2026 -- 1002 Fo
2419	06/09/2026	Claims	1	48566	Central Cleaning	400.00	Cleaning -- City Hall 6/1, Library 6/5, Shop 6/2, Police 6/4, Fire 6/5
2420	06/09/2026	Claims	1	48567	CivicPlus LLC	3,924.74	2/1 to 1/31 social media archiving subscription
2421	06/09/2026	Claims	1	48568	Cle Elum Farm and Home	1,277.89	Fire Dept Acct 24 -- marking paint, connectr armored; Police Dept Acct 23 -- cable wrap, tie down; City Acct 22 -- casoron, irrigation, cemetery garden valve, pipe, and first st bench sealer, downtown
2422	06/09/2026	Claims	1	48569	Cle Elum Hardware	96.50	City shop/public works Acct 90 -- PVC pipe, coupling, Couple Comp galv
2423	06/09/2026	Claims	1	48570	Co-Energy	76.59	Public works - P66 Polytac #2 Case

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2424	06/09/2026	Claims	1	48571	Copiers Northwest Inc.	186.03	City Hall copier JN888 overage charge 5/1-5/31 plus tax; Library JQ716/ Public Works JQ717 copier overage charge 5/1/26 to 5/31/26 overage period plus tax
2425	06/09/2026	Claims	1	48572	EJ Towing & Recovery	876.25	Towing Professional Services 5/28/26 - Red Optima from 310 W Alaska Ave Roslyn, WA Ofc Rogers
2426	06/09/2026	Claims	1	48573	First Responder Outfitters-TAC	667.25	Police Dept - B. Helgeson uniform allowance
2427	06/09/2026	Claims	1	48574	General Code	164.78	Code supplement
2428	06/09/2026	Claims	1	48575	Huntington National Bank	314.03	Personal Property Tax 2026 - Police Dept Lease; Personal Property Tax 2026 - Police Dept Lease
2429	06/09/2026	Claims	1	48576	Hydrevo, LLC	4,500.00	Survey various areas of the water system for leaks
2430	06/09/2026	Claims	1	48577	IWorQ	7,950.00	I work support 7/26 to 6/27
2431	06/09/2026	Claims	1	48578	James Oil Company	1,977.86	Police Depet fuel 5/16 to 5/31; Fire Dept fuel 5/16 to 5/31; Public works fuel 5/16 to 5/31
2432	06/09/2026	Claims	1	48579	Jerrol's	154.03	Copy paper & Pre perforated paper
2433	06/09/2026	Claims	1	48580	Kittitas County Dept. of Public Defense	1,950.00	May Defense Attorney Fees
2434	06/09/2026	Claims	1	48581	Lab Test	800.75	Regional sewer testing 5/12; Regional sewer testing 5/20; Regional sewer testing 5/13; Regional water testing 5/19; Regional sewer testing 5/19
2435	06/09/2026	Claims	1	48582	Law Office of Mark W. Garka, PLLC	4,000.00	May prosecution services
2436	06/09/2026	Claims	1	48583	Marson & Marson	31.22	Public Works 40 PVC Adapter; Public Works 8" 100pc Natrl Cable tie
2437	06/09/2026	Claims	1	48584	Gary McLean	10,773.75	September through April 2026 -- Hearing Examiner Fees for Hill Property
2438	06/09/2026	Claims	1	48585	Mountain Auto Parts	4,584.24	Fire Dept Acct 2388 -- R511 24in exactfitblade, belt air conditioning; Police Acct 2387 -- TPMS Sensor, Madina Battery; City/Public Works Acct 2385- Broch fltrs & oil, jumpg jack filters, versalift ba
2439	06/09/2026	Claims	1	48586	Northern Kittitas County Tribune	1,210.10	5/14 ad for RFP's -- material testing services First Run; 5/14 ad for bids for Preservation and Safety Improvements First Run; 5/21 ad for Notice of Continued Public Hearing for Vacastion a Portion of
2440	06/09/2026	Claims	1	48587	Northstar Chemical	1,229.31	Regional water supplies
2441	06/09/2026	Claims	1	48588	One Call Concepts, Inc	68.11	May call before digging tickets x 49
2442	06/09/2026	Claims	1	48589	Summit Law Group, PLLC	5,544.00	April attorney fees -- personnel matter
2443	06/09/2026	Claims	1	48590	Suncadia	27,515.00	Blue Fern Water/Sewer Capital Reimb. Fees -- Lots 145-149/Bldg Permits 2026-034 to 038, 150/144/138/136/126 Prairie Loop

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2445	06/09/2026	Claims	1	48592	Van Ness Feldman LLP	17,152.00	April Attorney Fees -- Wildwood;
2446	06/09/2026	Claims	1	48593	WA State Patrol	23.00	April Attorney Fees -- Blue Fern Fire Dept. background checks;
2447	06/09/2026	Claims	1	48594	WA State Secretary of State	250.00	Police Dept fingerprinting Library 4/26 to 6/26 -- 50% broadband equipment and 50% fiber internet
2448	06/09/2026	Claims	1	48595	Waste Management Corp. Serv.	113,149.81	May solid waste collection and removal
2449	06/09/2026	Claims	1	48596	Wilderness Ridge, LLC	7,364.40	Remove on large pine tree at city dump
					511 Legislative	1,115.28	
					515 Legal Services	11,494.00	
					518 Centralized Services	5,655.27	
					521 Police Department	4,100.87	
					522 Fire Department	567.76	
					536 Cemetery	359.47	
					558 Planning & Community Devel	123.20	
					559 Housing & Community Develop	10,773.75	
					572 Libraries	1,204.51	
					576 Park Facilities	2,606.33	
					001 Current Expense/General Fund	38,000.44	
					542 Streets - Maintenance	16,934.23	
					543 Streets Admin & Overhead	858.44	
					101 Street Fund	17,792.67	
					542 Streets - Maintenance	360.00	
					110 Coal Mine Trail Fund	360.00	
					515 Legal Services	13,451.00	
					131 Blue Fern DA # 2002-01 CRA 2024-01,03	13,451.00	
					515 Legal Services	3,701.00	
					132 Wildwood Ranch DA #2024-001 CRA 2024-02	3,701.00	
					534 Water Utilities	19,270.96	
					592 Debt Service - Interest Costs	23,089.73	
					401 Water Fund	42,360.69	
					537 Garbage & Solid Waste	113,163.88	
					402 Garbage Fund	113,163.88	
					534 Water Utilities	33,509.57	
					404 Water Regional Fund	33,509.57	
					531 Storm Water Services	136.40	
					408 Stormwater Fund	136.40	
					535 Sewer	25,670.50	
					592 Debt Service - Interest Costs	3,706.27	
					409 Sewer Fund	29,376.77	
					535 Sewer	1,542.31	
					410 Sewer Regional Fund	1,542.31	
					580 Non Expeditures	12.00	

CHECK REGISTER

City Of Cle Elum

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			699 State Agency Fund	380/580		12.00	
						<hr/>	
						293,406.73	Claims: 293,406.73

Payroll CHECK REGISTER

City Of Cle Elum

Time: 15:06:31 Date: 06/03/2026

05/06/2026 To: 06/05/2026

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2117	05/20/2026	Payroll	1	EFT		1,500.00	
2118	05/20/2026	Payroll	1	EFT		2,000.00	
2119	05/20/2026	Payroll	1	EFT		1,600.00	
2120	05/20/2026	Payroll	1	EFT		1,300.00	
2121	05/20/2026	Payroll	1	EFT		500.00	
2122	05/20/2026	Payroll	1	EFT		2,000.00	
2123	05/20/2026	Payroll	1	EFT		750.00	
2124	05/20/2026	Payroll	1	EFT		4,000.00	
2125	05/20/2026	Payroll	1	EFT		1,500.00	
2126	05/20/2026	Payroll	1	EFT		1,100.00	
2127	05/20/2026	Payroll	1	EFT		800.00	
2128	05/20/2026	Payroll	1	EFT		2,000.00	
2129	05/20/2026	Payroll	1	EFT		2,500.00	
2130	05/20/2026	Payroll	1	EFT		2,000.00	
2131	05/20/2026	Payroll	1	EFT		1,000.00	
2132	05/20/2026	Payroll	1	EFT		3,500.00	
2133	05/20/2026	Payroll	1	EFT		2,000.00	
2134	05/20/2026	Payroll	1	EFT		800.00	
2135	05/20/2026	Payroll	1	EFT		2,000.00	
2136	05/20/2026	Payroll	1	EFT		1,000.00	
2137	05/20/2026	Payroll	1	EFT		2,000.00	
2138	05/20/2026	Payroll	1	EFT		2,000.00	
2139	05/20/2026	Payroll	1	EFT	Columbia Bank	40,000.00	941 taxes for May draws
2365	06/05/2026	Payroll	1	EFT		8,634.06	
2366	06/05/2026	Payroll	1	EFT		4,549.42	
2367	06/05/2026	Payroll	1	EFT		3,391.92	
2368	06/05/2026	Payroll	1	EFT		6,195.88	
2369	06/05/2026	Payroll	1	EFT		5,664.19	
2370	06/05/2026	Payroll	1	EFT		4,057.98	
2371	06/05/2026	Payroll	1	EFT		226.85	
2372	06/05/2026	Payroll	1	EFT		2,131.69	
2373	06/05/2026	Payroll	1	EFT		2,553.87	
2374	06/05/2026	Payroll	1	EFT		226.85	
2375	06/05/2026	Payroll	1	EFT		5,667.46	
2376	06/05/2026	Payroll	1	EFT		49.78	
2378	06/05/2026	Payroll	1	EFT		50.11	
2379	06/05/2026	Payroll	1	EFT		125.68	
2380	06/05/2026	Payroll	1	EFT		6,744.17	
2381	06/05/2026	Payroll	1	EFT		3,265.34	
2382	06/05/2026	Payroll	1	EFT		6,812.70	
2383	06/05/2026	Payroll	1	EFT		3,557.41	
2384	06/05/2026	Payroll	1	EFT		4,167.64	
2385	06/05/2026	Payroll	1	EFT		3,672.07	
2386	06/05/2026	Payroll	1	EFT		5,392.39	
2387	06/05/2026	Payroll	1	EFT		6,585.76	
2388	06/05/2026	Payroll	1	EFT		4,956.95	
2389	06/05/2026	Payroll	1	EFT		4,101.18	
2390	06/05/2026	Payroll	1	EFT		2,491.73	
2391	06/05/2026	Payroll	1	EFT		6,274.26	
2392	06/05/2026	Payroll	1	EFT		226.85	
2393	06/05/2026	Payroll	1	EFT		2,391.30	
2394	06/05/2026	Payroll	1	EFT		4,545.69	
2395	06/05/2026	Payroll	1	EFT		3,650.62	
2396	06/05/2026	Payroll	1	EFT		4,239.94	
2397	06/05/2026	Payroll	1	EFT		4,129.74	
2398	06/05/2026	Payroll	1	EFT		6,183.72	
2399	06/05/2026	Payroll	1	EFT		3,683.16	

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City Of Cle Elum

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2400	06/05/2026	Payroll	1	EFT		2,801.34	
2401	06/05/2026	Payroll	1	EFT		226.85	
2402	06/05/2026	Payroll	1	EFT		6,345.59	
2403	06/05/2026	Payroll	1	EFT		4,432.06	
2404	06/05/2026	Payroll	1	EFT		1,003.50	
2405	06/05/2026	Payroll	1	EFT		1,036.80	
2406	06/05/2026	Payroll	1	EFT		125.68	
2407	06/05/2026	Payroll	1	EFT		951.83	
2408	06/05/2026	Payroll	1	EFT		7,457.57	
2409	06/05/2026	Payroll	1	EFT		2,381.01	
2410	06/05/2026	Payroll	1	EFT		5,262.18	
2411	06/05/2026	Payroll	1	EFT		226.85	
2451	06/05/2026	Payroll	1	EFT	AWC Health Insurance	22,166.86	Pay Cycle(s) 06/05/2026 To 06/05/2026 - Asuris 250 Med/Den/Vis
2452	06/05/2026	Payroll	1	EFT	Colonial Life	541.85	Pay Cycle(s) 06/05/2026 To 06/05/2026 - Colonial Insurance Pre; Pay Cycle(s) 06/05/2026 To 06/05/2026 - Colonial Insurance
2453	06/05/2026	Payroll	1	EFT	Columbia Bank	36,481.52	941 Deposit for Pay Cycle(s) 06/05/2026 - 06/05/2026
2454	06/05/2026	Payroll	1	EFT	Employment Security Dept PFML & LTC	10,293.45	Pay Cycle(s) 04/01/2026 To 06/30/2026 - ESD -- PFMLA
2455	06/05/2026	Payroll	1	EFT	Employment Security Dept PFML & LTC	4,685.05	Pay Cycle(s) 04/01/2026 To 06/30/2026 - ESD -- LTC
2456	06/05/2026	Payroll	1	EFT	HRA VEBA Trust Contributions	9,478.62	Pay Cycle(s) 06/05/2026 To 06/05/2026 - Veba
2457	06/05/2026	Payroll	1	EFT	Northwest Admin Transfer Acct	7,267.00	Pay Cycle(s) 06/05/2026 To 06/05/2026 - NW Admin RWT/Dental
2458	06/05/2026	Payroll	1	EFT	Teamsters Local #760	2,037.00	Pay Cycle(s) 06/05/2026 To 06/05/2026 - Teamsters Dues
2459	06/05/2026	Payroll	1	EFT	UEBT	27,780.00	Pay Cycle(s) 06/05/2026 To 06/05/2026 - UEBT Medical Vision
2460	06/05/2026	Payroll	1	EFT	WA State Dept of Labor & Ind.	28,386.11	2ND Quarter L&I: 04/01/2026 - 06/30/2026
2461	06/05/2026	Payroll	1	EFT	WA State Dept of Retirement Sys.	2,186.66	Pay Cycle(s) 06/05/2026 To 06/05/2026 - Deferred Comp
2462	06/05/2026	Payroll	1	EFT	WA State Dept of Retirement Sys.	34,194.85	Pay Cycle(s) 06/05/2026 To 06/05/2026 - LEOFF2; Pay Cycle(s) 06/05/2026 To 06/05/2026 - PERS2; Pay Cycle(s) 06/05/2026 To 06/05/2026 - PERS 3
2463	06/05/2026	Payroll	1	EFT	Washington State Support Registry	1,529.42	Pay Cycle(s) 06/05/2026 To 06/05/2026 - Child Support
2377	06/05/2026	Payroll	1	48561		216.85	
2412	06/05/2026	Payroll	1	48562	Bill Rolcik Memorial Fund	120.00	Pay Cycle(s) 06/05/2026 To 06/05/2026 - Bill Rock Mem Fund
2413	06/05/2026	Payroll	1	48563	WCTPTF	7,131.75	Pay Cycle(s) 06/05/2026 To 06/05/2026 - Teamsters Pension Trust

511 Legislative	1,648.98
512 Judicial	5,923.20
513 Executive	20,955.74
514 Financial, Recording & Elections	18,485.21
521 Police Department	143,283.49

CHECK REGISTER

City Of Cle Elum

05/06/2026 To: 06/05/2026

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			522		Fire Department	17,050.51	
			524		Protective Inspections	4,990.22	
			536		Cemetery	4,922.56	
			558		Planning & Community Devel	21,000.13	
			572		Libraries	7,217.83	
			576		Park Facilities	6,197.39	
			580		Non Expenditures	11,151.84	
		001	Current Expense/General Fund			262,827.10	
			542		Streets - Maintenance	16,635.52	
		101	Street Fund			16,635.52	
			521		Police Department	25,127.68	
		104	Police Sales Tax Reserve Fund			25,127.68	
			518		Centralized Services	2.96	
		131	Blue Fern DA # 2002-01 CRA 2024-01,03			2.96	
			534		Water Utilities	32,302.86	
		401	Water Fund			32,302.86	
			537		Garbage & Solid Waste	5,284.01	
		402	Garbage Fund			5,284.01	
			534		Water Utilities	20,155.91	
		404	Water Regional Fund			20,155.91	
			535		Sewer	40,487.82	
		409	Sewer Fund			40,487.82	
			535		Sewer	32,372.75	
		410	Sewer Regional Fund			32,372.75	
						435,196.61	Payroll: 435,196.61

GENERAL FUND FINANCIAL REPORT (JANUARY 1ST THRU MAY 31TH 2026)

As promised in my staff report May 26th, I wanted to provide a more detailed financial update focused solely on the General Fund.

The primary point I would like to highlight is that, in order for the fund to remain in a positive position, it has not only relied on a \$125,000 interfund loan, but also had to use some of the reserved and beginning fund balances from other departments identified below.

While the City typically experiences expenditures that exceed revenues during the first five months of the year, we generally begin the year with larger reserve balances to absorb that difference. The Finance Department and I will continue to closely monitor revenues and review any significant expenditures to help ensure the fund remains financially stable.

BEGINNING BALANCES	1/1/2026	6/1/2026
Fire Department Reserves	\$ 290,621.00	\$ 182,592.95
Police Department Reserves	\$ 61,947.00	\$ -
Park Reserve	\$ 42,050.00	\$ -
Traffic Impact Fees	\$ 6,000.00	\$ 6,000.00
General Fund Reserve	\$ 33,007.86	\$ -
TOTAL	\$ 433,625.86	\$ 188,592.95

REVENUES	2026		41%
	Budgeted - January 1	January thru May	
Property Tax	\$ 760,000.00	\$ 368,492.16	
Sales Tax	\$ 1,780,000.00	\$ 579,340.48	
Other Taxes	\$ 757,800.00	\$ 392,196.76	
Building Permits	\$ 410,000.00	\$ 79,273.45	
Other Permits	\$ 53,500.00	\$ 24,487.50	
Intergovernmental	\$ 378,459.00	\$ 174,690.85	
Charges for Goods & Services	\$ 763,234.00	\$ 250,761.19	
Fines & Penalties	\$ 16,100.00	\$ 8,707.04	
Interest & Other Earnings	\$ 110,393.00	\$ 41,489.43	
Interfund Load from Sewer Fund	\$ -	\$ 125,000.00	
TOTAL	\$ 5,029,486.00	\$ 2,044,438.86	41%

EXPENSES	2026		46%
	Budgeted - January 1	January thru May	
Legislative / Judicial / Executive	\$ 394,327.04	\$ 145,080.46	
Financial, Recording & Elections	\$ 189,211.17	\$ 79,839.09	
Legal Services	\$ 186,000.00	\$ 99,372.82	
Centralized Services	\$ 611,023.36	\$ 242,410.49	
Police Department	\$ 2,322,555.00	\$ 1,089,039.06	
Fire Department	\$ 486,679.91	\$ 222,102.14	
Protective Inspections (Code Enforcement)	\$ 55,889.40	\$ 27,033.09	
Cemetery	\$ 62,670.54	\$ 23,931.29	
Planning / Housing & Community Development	\$ 342,000.00	\$ 123,104.73	
Libraries	\$ 172,619.44	\$ 105,456.32	
Park Facilities	\$ 82,710.14	\$ 33,317.38	
Capital Expenditures	\$ 118,800.00	\$ 32,334.50	
Other	\$ 5,000.00	\$ 66,450.40	
TOTAL	\$ 5,029,486.00	\$ 2,289,471.77	46%

2026 BUDGET POSITION

City Of Cle Elum

Time: 12:22:59 Date: 06/04/2026

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001 Current Expense/General Fund

Months: 01 To: 05

Revenues	Amt Budgeted	Revenues	Remaining	
308 Beginning Balances				
308 31 00 001	COVID 19 ARPA Police Grant Balance	0.00	0.00	0.00 0.0%
308 41 07 001	Beginning Balance Fire Dept Class A Pumper/Reserve/Capital	129,733.00	206,040.00	(76,307.00) 158.8%
308 41 14 001	Beginning Balance Cemetery Endowment Reserve	16,297.00	0.00	16,297.00 0.0%
308 51 02 001	Beginning Balance Police Reserve	114,280.00	61,947.00	52,333.00 54.2%
308 51 05 001	Beginning Balance Fire Dept Oversight Levy Reserve	32,601.00	84,581.00	(51,980.00) 259.4%
308 51 06 001	Beginning Balance Fire Dept City Heights	19,327.00	0.00	19,327.00 0.0%
308 51 15 001	Beginning Balance Park Reserve	37,050.00	42,050.00	(5,000.00) 113.5%
308 51 81 001	Beginning Balance General Fund Contingency	0.00	0.00	0.00 0.0%
308 51 86 001	Beginning Balance General Fund Technology	0.00	0.00	0.00 0.0%
308 51 87 001	Beginning Balance Traffic Impact Fees	6,000.00	6,000.00	0.00 100.0%
308 91 00 001	Beginning Balance General Fund	354,144.00	33,007.86	321,136.14 9.3%
308 Beginning Balances		709,432.00	433,625.86	275,806.14 61.1%

310 Taxes

311 10 00 001	Real & Personal Property	760,000.00	368,492.16	391,507.84 48.5%
313 11 00 001	Local Retail Sales & Use tax	1,780,000.00	579,340.48	1,200,659.52 32.5%
313 71 00 000	Local Criminal Justice	85,000.00	34,023.80	50,976.20 40.0%
316 41 00 000	Electricity Taxes	315,000.00	200,135.92	114,864.08 63.5%
316 43 00 001	Natural Gas	36,000.00	25,020.10	10,979.90 69.5%
316 46 00 000	Cable TV Taxes	0.00	259.50	(259.50) 0.0%
316 47 00 000	Telephone Taxes	26,000.00	11,935.84	14,064.16 45.9%
316 48 00 001	City Utility Water Tax	139,000.00	57,621.42	81,378.58 41.5%
316 49 00 001	City Utility Sewer Tax	144,000.00	58,821.96	85,178.04 40.8%
316 81 00 001	Gambling Tax-Punch Boards	12,000.00	4,343.22	7,656.78 36.2%
318 11 00 001	Admissions Tax	800.00	35.00	765.00 4.4%
310 Taxes		3,297,800.00	1,340,029.40	1,957,770.60 40.6%

320 Licenses & Permits

321 91 00 001	Franchise Application Fee -- Inland Telephone	0.00	0.00	0.00 0.0%
321 99 00 001	Business License-Professional	52,000.00	22,837.50	29,162.50 43.9%
321 99 00 002	Business License Refunds	0.00	0.00	0.00 0.0%
322 10 00 000	Building Permits City Share	410,000.00	79,273.45	330,726.55 19.3%
322 90 00 000	Gun Permits City Share	1,000.00	525.00	475.00 52.5%
322 90 00 001	Event Fees/Permits	0.00	1,125.00	(1,125.00) 0.0%
322 90 00 004	Fireworks Permit	500.00	0.00	500.00 0.0%
320 Licenses & Permits		463,500.00	103,760.95	359,739.05 22.4%

330 Intergovernmental Revenues

331 97 04 400	FEMA -- Fire SCBA 22 Units and Facepieces	0.00	0.00	0.00 0.0%
331 97 13 700	FEMA Cybersecurity Grant \$26,000	0.00	6,768.75	(6,768.75) 0.0%
333 10 66 422	DNR -- USFS Federal Indirect Volunteer Fire Assist. Phase 2 Grant	0.00	0.00	0.00 0.0%

2026 BUDGET POSITION

City Of Cle Elum

Time: 12:22:59 Date: 06/04/2026

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001 Current Expense/General Fund

Months: 01 To: 05

Revenues	Amt Budgeted	Revenues	Remaining	
330 Intergovernmental Revenues				
333 16 00 001	Department of Justice -- Justice Assist. Grant	228,000.00	0.00	228,000.00 0.0%
333 16 16 738	Department of Justice -- Edward Byrne Memorial	0.00	112,385.03	(112,385.03) 0.0%
333 16 31 001	Department Of Justice Police Vest Grant	0.00	0.00	0.00 0.0%
333 45 31 001	COVID 19 -- Institute of Museum Grant -- 4 computers	0.00	0.00	0.00 0.0%
334 01 10 001	WCJTC Wellness Grant	0.00	9,301.11	(9,301.11) 0.0%
334 01 12 001	WCJTC Wellness Grant Officer \$10,000	0.00	0.00	0.00 0.0%
334 01 15 001	WCJTC HB 2015 Officer Grant \$699,571	0.00	0.00	0.00 0.0%
334 02 30 022	DNR -- F250 Equipment Grant	0.00	0.00	0.00 0.0%
334 02 30 025	DNR -- PPE Radio Grant \$24,909.80	0.00	0.00	0.00 0.0%
334 02 30 026	DNR -- Firewise USA \$6,000 Micro Grant	0.00	0.00	0.00 0.0%
334 02 30 035	DNR -- FEPP Equipment Grant \$15,983	0.00	0.00	0.00 0.0%
334 02 30 050	DNR -- Phase 3 Radios and Equip. \$7,500	0.00	0.00	0.00 0.0%
334 02 30 055	DNR -- Monitor DNR Truck \$24,717	0.00	0.00	0.00 0.0%
334 04 20 001	Energy Project -- Dept. Of Commerce Grant/Police And Library Buildings	0.00	0.00	0.00 0.0%
334 04 20 558	DOC -- GMA Climate Element Grant	28,000.00	22,094.25	5,905.75 78.9%
334 04 20 559	DOC -- PUG Periodic Update GMA Grant	40,000.00	0.00	40,000.00 0.0%
334 04 90 001	DOH -- EMS Participation Grant	778.00	965.00	(187.00) 124.0%
334 06 90 521	Flock Cameras 2025 Police Grant	0.00	0.00	0.00 0.0%
335 00 91 000	Pud Privilege Tax	10,000.00	4,502.08	5,497.92 45.0%
336 06 21 000	CJ-Violent Crimes/Pop	1,000.00	500.00	500.00 50.0%
336 06 26 000	CJ-Special Programs	3,404.00	1,657.30	1,746.70 48.7%
336 06 42 000	Marijuana Excise Tax Distribution	16,000.00	3,769.68	12,230.32 23.6%
336 06 51 000	Dui-Cities	200.00	133.23	66.77 66.6%
336 06 94 000	Liquor Excise	16,077.00	7,281.01	8,795.99 45.3%
337 00 01 001	County Distressed Sales Tax Grant -- 1st and Oakes Resurface	0.00	5,333.41	(5,333.41) 0.0%
337 00 21 001	Law & Justice Drone Grant 2025	0.00	0.00	0.00 0.0%
337 01 01 001	County Share of Skateboard Park	0.00	0.00	0.00 0.0%
337 01 20 000	Court Grant	0.00	0.00	0.00 0.0%
337 05 21 000	Law & Justice -- 3 In Car Computers 2019	0.00	0.00	0.00 0.0%
337 05 21 002	WCJTC Reimbursement for Academy	0.00	0.00	0.00 0.0%
337 05 21 004	Law & Justice Grant 2022	0.00	0.00	0.00 0.0%
337 72 00 001	Library Agreement -- County Interlocal	35,000.00	0.00	35,000.00 0.0%
330 Intergovernmental Revenues		378,459.00	174,690.85	203,768.15 46.2%

340 Charges For Goods & Services

341 33 00 001	Court Administrative Fees	2,000.00	1,333.39	666.61 66.7%
341 42 00 001	Admin Fees -- Sewer Connection Fees	3,000.00	1,624.00	1,376.00 54.1%
341 42 00 002	Admin Fees -- Water Connection Fees	3,000.00	5,445.80	(2,445.80) 181.5%
342 10 00 000	Police Services	300.00	152.00	148.00 50.7%
342 10 00 222	Police Contract-S.Cle Elum	0.00	0.00	0.00 0.0%
342 10 02 222	Police Contract-Roslyn	567,634.00	181,325.00	386,309.00 31.9%
342 10 02 224	Police Contract-Roslyn	0.00	0.00	0.00 0.0%
342 36 00 001	Detention/Correction Services	3,500.00	871.96	2,628.04 24.9%
342 60 00 000	Ambulance/Aid Car/Medic Fees	2,500.00	800.00	1,700.00 32.0%
343 60 00 000	Cemetery Sales & Care	60,000.00	26,370.84	33,629.16 44.0%
343 61 00 000	Cemetery Endowment	9,000.00	3,474.16	5,525.84 38.6%

2026 BUDGET POSITION

City Of Cle Elum

Time: 12:22:59 Date: 06/04/2026

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001 Current Expense/General Fund

Months: 01 To: 05

Revenues	Amt Budgeted	Revenues	Remaining		
340 Charges For Goods & Services					
345 29 00 001	Clean Up Property/Nuisance/210 Broadway/Craven Lien	0.00	0.00	0.00	0.0%
345 81 00 003	Sun Communities (prior Suncadia) Reimbursement/Admin	0.00	0.00	0.00	0.0%
345 89 00 000	Planning/Development Fees	110,000.00	28,896.22	81,103.78	26.3%
345 89 00 002	Impact Development Fees/Admin	0.00	0.00	0.00	0.0%
345 89 00 003	Impact Development Fees/Police	0.00	0.00	0.00	0.0%
345 89 00 007	Impact Development Fees/School	0.00	0.00	0.00	0.0%
345 89 00 008	Impact Development Fees/Fire	0.00	0.00	0.00	0.0%
345 89 00 009	Impact Development Fees/School Escrow	0.00	0.00	0.00	0.0%
345 89 00 010	Impact Development Fees/City Court Costs	0.00	0.00	0.00	0.0%
345 89 00 011	Impact Development Fees/Traffic Intersections	0.00	0.00	0.00	0.0%
345 89 00 012	Development Fees Adjustment CE Pines 2017 to 2021 for school	0.00	0.00	0.00	0.0%
345 89 00 015	Development Fees Adjustment CE Pines 2017 to 2021 for admin	0.00	0.00	0.00	0.0%
347 20 00 001	Library Fees	800.00	467.82	332.18	58.5%
347 20 00 002	Library Fees for South Cle Elum Residents	1,000.00	0.00	1,000.00	0.0%
347 30 00 001	Library Summer Reading Program	500.00	0.00	500.00	0.0%
340 Charges For Goods & Services		763,234.00	250,761.19	512,472.81	32.9%
350 Fines & Penalties					
352 30 00 001	Proof of Insurance Fines	0.00	36.27	(36.27)	0.0%
353 10 00 001	Traffic Infraction Penalties	6,000.00	4,411.42	1,588.58	73.5%
354 00 00 001	Civil Parking Infractions	0.00	77.70	(77.70)	0.0%
355 20 00 001	DUI Court Fines	1,000.00	1,919.26	(919.26)	191.9%
355 80 00 001	Other Criminal Traffic Fines	1,200.00	434.68	765.32	36.2%
356 90 00 001	Other Criminal Non-Traffic Fines	2,000.00	1,215.99	784.01	60.8%
357 33 00 001	Public Defense Costs	2,400.00	130.90	2,269.10	5.5%
357 37 00 004	DUI Restitution	0.00	0.00	0.00	0.0%
357 37 00 005	County Drug Fines	1,000.00	0.00	1,000.00	0.0%
357 37 00 222	Court Fines -- Roslyn	2,500.00	480.82	2,019.18	19.2%
359 11 00 001	Fines -- Code Enforcement etc.	0.00	0.00	0.00	0.0%
350 Fines & Penalties		16,100.00	8,707.04	7,392.96	54.1%
360 Interest & Other Earnings					
361 11 00 001	Interest	25,000.00	152.29	24,847.71	0.6%
361 30 00 001	Interest Due -- Accrued	0.00	0.00	0.00	0.0%
361 40 00 001	Interest -- DNR from State	6,000.00	1,073.98	4,926.02	17.9%
361 41 00 001	Interest -- Court Fines	1,500.00	59.51	1,440.49	4.0%
362 50 00 001	Lease/Rent -- Lums and Senor Bones	19,800.00	9,900.00	9,900.00	50.0%
362 50 00 003	Lease -- Horse Park	1.00	1.00	0.00	100.0%
362 50 00 004	Lease -- Billboard On I90	1,500.00	0.00	1,500.00	0.0%
362 50 00 005	Lease -- Vertical Bridge Tower	0.00	357.89	(357.89)	0.0%
362 50 00 006	Lease -- US Cellular Tower OLD	0.00	0.00	0.00	0.0%
362 50 54 265	Parking Fees Revenue	18,000.00	2,929.38	15,070.62	16.3%
362 60 00 002	Lease -- Rental Houses and CEDA	37,392.00	17,921.94	19,470.06	47.9%

2026 BUDGET POSITION

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001 Current Expense/General Fund

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Revenues	Amt Budgeted	Revenues	Remaining	
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360 Interest & Other Earnings

367 11 00 001 Donations -- Police Dept. -- Life Support Etc.	0.00	0.00	0.00	0.0%
367 11 00 002 Donations -- General Fund	0.00	0.00	0.00	0.0%
367 11 00 003 Donations -- Fire Dept. -- Life Support Etc.	0.00	0.00	0.00	0.0%
367 11 00 004 Donations -- Suncadia -- City Park Projects	0.00	0.00	0.00	0.0%
367 11 00 005 Donations -- Hanson Ponds Improvements	0.00	0.00	0.00	0.0%
367 11 00 007 Coal Mines Trail Reimb. for Assistant	0.00	0.00	0.00	0.0%
367 11 00 021 Donations -- Bill Rolcik -- Roslyn Downtown Association	0.00	0.00	0.00	0.0%
367 72 00 072 Kyler (Dorothy Louise) Fund Library Grant 2024	0.00	0.00	0.00	0.0%
369 10 00 000 Surplus/Sale Of Scrap & Junk	0.00	0.00	0.00	0.0%
369 10 00 001 Surplus of Police Equipment	0.00	0.00	0.00	0.0%
369 10 00 022 Surplus of Fire Equipment	0.00	0.00	0.00	0.0%
369 30 00 001 Drug Money Confiscated	0.00	0.00	0.00	0.0%
369 40 00 001 Miller Court Settlement #20-2-00128-19	0.00	0.00	0.00	0.0%
369 40 00 002 Reimbursement -- WCIA City Heights Ashbaugh Beal Attorney	0.00	0.00	0.00	0.0%
369 80 01 001 Cash Over/Short	0.00	0.01	(0.01)	0.0%
369 91 00 001 Copies, Jury Re-payments, NSF, E-bates Etc.	1,200.00	177.00	1,023.00	14.8%
369 91 00 002 Reimbursement -- Police Events/Uniforms/Misc	0.00	0.00	0.00	0.0%
369 91 00 003 Reimbursement -- Fire Department Association	0.00	0.00	0.00	0.0%
369 91 00 004 Reimbursements -- Phones Buy Back, Misc., Etc.	0.00	0.00	0.00	0.0%
369 91 00 010 Rebates -- Columbia Bank Credit Cards	0.00	1,160.56	(1,160.56)	0.0%
369 91 00 015 Reimbursement -- Rotary Flags	0.00	0.00	0.00	0.0%
369 91 00 017 Reimbursement -- Fire Department	0.00	6,797.53	(6,797.53)	0.0%
369 91 00 020 Reimbursement -- Forest Stewardship Plan	0.00	0.00	0.00	0.0%
369 91 00 030 South Cle Elum Share of First Due Cad System	0.00	0.00	0.00	0.0%
369 91 00 400 Reimbursement -- Kuney Power Usage 313 W 1st	0.00	0.00	0.00	0.0%
369 91 01 001 ROII Refund	0.00	0.00	0.00	0.0%
369 91 02 001 Reimbursement -- WCIA and AWC	0.00	958.34	(958.34)	0.0%
369 91 05 001 Police Officer Wellness WSCJTC Reimb.	0.00	0.00	0.00	0.0%
369 91 05 003 Police Salary Reimbursements CJTC	0.00	0.00	0.00	0.0%
369 91 05 004 Police WCIA Reimbursement	0.00	0.00	0.00	0.0%
360 Interest & Other Earnings	110,393.00	41,489.43	68,903.57	37.6%

380 Non Revenues

381 10 00 001 Interfund Loan from Sewer Fund	0.00	125,000.00	(125,000.00)	0.0%
380 Non Revenues	0.00	125,000.00	(125,000.00)	0.0%

397 Interfund Transfers

397 00 01 001 Interfund Loan from Sewer Fund #409	125,000.00	0.00	125,000.00	0.0%
397 Interfund Transfers	125,000.00	0.00	125,000.00	0.0%

2026 BUDGET POSITION

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001 Current Expense/General Fund

Months: 01 To: 05

	Amt Budgeted	Revenues	Remaining	
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Fund Revenues:	5,863,918.00	2,478,064.72	3,385,853.28	42.3%
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	Amt Budgeted	Expenditures	Remaining	
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511 Legislative

511 30 31 001 Council Equipment/Supplies	1,000.00	0.00	1,000.00	0.0%
511 30 49 001 Printing/Publishing/Supplies	10,000.00	2,657.10	7,342.90	26.6%
511 60 10 010 Salaries -- Council	21,000.00	8,750.00	12,250.00	41.7%
511 60 20 010 Benefits -- Council	1,742.93	705.67	1,037.26	40.5%
511 Legislative	33,742.93	12,112.77	21,630.16	35.9%

512 Judicial

512 52 10 001 Salaries -- Municipal Court Judge	65,201.04	27,167.10	38,033.94	41.7%
512 52 20 001 Benefits -- Municipal Court Judge	5,252.19	2,152.62	3,099.57	41.0%
512 52 41 000 County Court Contract	12,000.00	0.00	12,000.00	0.0%
512 52 49 000 Court Costs/Miscellaneous	0.00	0.00	0.00	0.0%
512 52 49 001 Blake Order Affording Relief from Judgment State v Blake	0.00	0.00	0.00	0.0%
512 Judicial	82,453.23	29,319.72	53,133.51	35.6%

513 Executive

513 10 10 001 Salaries -- Administrator	57,549.33	36,827.31	20,722.02	64.0%
513 10 10 002 Salaries -- Mayor	36,000.00	15,000.00	21,000.00	41.7%
513 10 10 003 Salaries -- Assistant Administrator	85,000.00	5,655.72	79,344.28	6.7%
513 10 20 001 Benefits -- Administrator	17,690.14	11,889.23	5,800.91	67.2%
513 10 20 002 Benefits -- Mayor	39,491.41	25,988.86	13,502.55	65.8%
513 10 20 003 Benefits -- Assistant Administrator	37,400.00	2,112.06	35,287.94	5.6%
513 10 49 001 Conferences/Training/Supplies	5,000.00	6,174.79	(1,174.79)	123.5%
513 Executive	278,130.88	103,647.97	174,482.91	37.3%

514 Financial, Recording & Elections

514 20 10 001 Salaries -- Finance Director	65,920.87	22,537.05	43,383.82	34.2%
514 20 10 002 Salaries -- Clerks	68,037.22	31,191.21	36,846.01	45.8%
514 20 20 001 Benefits -- Finance Director	21,755.01	5,764.08	15,990.93	26.5%
514 20 20 002 Benefits -- Clerks	25,998.07	12,391.72	13,606.35	47.7%
514 30 49 001 Conferences/Training	2,000.00	2,055.81	(55.81)	102.8%
514 40 41 001 Election Services/Voter Registration Maint.	5,500.00	5,899.22	(399.22)	107.3%
514 Financial, Recording & Elections	189,211.17	79,839.09	109,372.08	42.2%

515 Legal Services

515 41 41 001 Legal Services -- Kenyon Disend/Van Ness Feldman	0.00	1,809.00	(1,809.00)	0.0%
515 41 41 002 Legal Services -- Public Records Request	15,000.00	6,325.00	8,675.00	42.2%
515 41 41 003 Legal Services -- Inslee Best	80,000.00	55,831.32	24,168.68	69.8%
515 41 41 004 Legal Services -- Developments/Code Enforcement	0.00	8,585.00	(8,585.00)	0.0%
515 41 41 006 Legal Services -- Collective Bargaining	0.00	0.00	0.00	0.0%
515 41 41 011 Legal Services -- Reimbursed	0.00	0.00	0.00	0.0%

2026 BUDGET POSITION

City Of Cle Elum

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001 Current Expense/General Fund

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Expenditures	Amt Budgeted	Expenditures	Remaining	
515 Legal Services				
515 41 42 001 Legal Services -- Prosecutor	45,000.00	16,000.00	29,000.00	35.6%
515 45 41 001 Legal Services -- Litigation City Attorney	30,000.00	3,922.50	26,077.50	13.1%
515 91 41 001 Legal Services -- Indigent Defense Attorney	16,000.00	6,900.00	9,100.00	43.1%
515 Legal Services	186,000.00	99,372.82	86,627.18	53.4%
518 Centralized Services				
518 10 45 001 Lease -- Railroad	39,000.00	34,456.73	4,543.27	88.4%
518 30 31 001 Office/Operating Supplies	25,000.00	9,062.75	15,937.25	36.3%
518 30 31 003 Springbrook Software	10,500.00	13,996.93	(3,496.93)	133.3%
518 30 31 004 Civic Plus Next Request Software 50%	5,300.00	3,211.40	2,088.60	60.6%
518 30 31 005 Civic Plus Agenda and Minute Software	5,020.00	3,050.17	1,969.83	60.8%
518 30 41 001 Professional Services	2,000.00	1,079.16	920.84	54.0%
518 30 41 002 Maintenance Agreements	7,000.00	0.00	7,000.00	0.0%
518 30 41 003 Professional Services -- Engineering	1,000.00	0.00	1,000.00	0.0%
518 30 41 004 State Auditor Fees	5,000.00	4,163.00	837.00	83.3%
518 30 41 007 Leases -- Sales Tax	386.96	142.21	244.75	36.8%
518 30 41 008 Clean Up Property/Nuisance/210 Broadway/Craven	0.00	0.00	0.00	0.0%
518 30 41 009 DNR Forest Stewardship Plan	0.00	0.00	0.00	0.0%
518 30 41 010 Training/Employees -- Summit Law Group	0.00	0.00	0.00	0.0%
518 30 41 015 Senior Center Services	12,000.00	12,000.00	0.00	100.0%
518 30 42 001 Telephones	3,000.00	1,446.29	1,553.71	48.2%
518 30 42 002 Postage	6,000.00	2,280.00	3,720.00	38.0%
518 30 46 001 Insurance -- Equipment and Liability	85,323.00	85,550.14	(227.14)	100.3%
518 30 47 001 Utilities-City Hall	18,000.00	7,792.83	10,207.17	43.3%
518 30 47 002 Utilities-Rentals	4,000.00	2,471.77	1,528.23	61.8%
518 30 47 003 Utilities-Public Restrooms Etc.	9,000.00	4,423.31	4,576.69	49.1%
518 30 47 004 Clean Up Wivag Property Tires Disposal and 3/24 Homeless Camps	0.00	0.00	0.00	0.0%
518 30 48 000 General Maintenance	0.00	0.00	0.00	0.0%
518 30 48 001 Building Maintenance-City Hall	6,000.00	2,064.08	3,935.92	34.4%
518 30 48 002 Building Maintenance-Rentals	6,000.00	3,707.13	2,292.87	61.8%
518 30 48 003 Cleaning Service	2,000.00	880.00	1,120.00	44.0%
518 30 48 004 Abatement Of Property	0.00	0.00	0.00	0.0%
518 30 49 001 Bank Charges	15,000.00	7,292.09	7,707.91	48.6%
518 30 49 002 Dues/Memberships/Support Agreements	10,000.00	2,463.00	7,537.00	24.6%
518 50 47 000 County Assessments And Other Taxes	4,000.00	3,393.14	606.86	84.8%
518 61 41 003 City Heights Judgment Payment/Bankruptcy Lltigation Costs	260,253.60	15,487.42	244,766.18	6.0%
518 80 31 001 Civic Plus Archive Social and Goto Log me in	4,617.00	1,158.35	3,458.65	25.1%
518 80 31 002 Microsoft 365 Software	25,000.00	9,484.24	15,515.76	37.9%
518 80 35 001 IT Supplies and Equipment	5,000.00	309.05	4,690.95	6.2%
518 80 41 001 IT Web Site Maintenance	500.00	0.00	500.00	0.0%
518 80 42 001 IT Communications (Internet)	10,000.00	4,344.00	5,656.00	43.4%
518 85 41 002 IT Professional Services	20,000.00	4,912.70	15,087.30	24.6%
591 18 75 002 Lease -- Canon Copy Machine City Hall 2022	3,047.40	1,269.75	1,777.65	41.7%
591 18 75 003 Lease -- Postage Machine City Hall New 2026 5 year	2,075.40	518.85	1,556.55	25.0%

2026 BUDGET POSITION

City Of Cle Elum

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001 Current Expense/General Fund

Months: 01 To: 05

Expenditures	Amt Budgeted	Expenditures	Remaining	
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518 Centralized Services

518 Centralized Services	611,023.36	242,410.49	368,612.87	39.7%
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521 Police Department

521 20 10 001	Salaries -- Police	873,788.88	344,395.12	529,393.76	39.4%
521 20 10 002	Overtime -- Police	40,000.00	51,957.79	(11,957.79)	129.9%
521 20 10 003	Salaries -- Police Clerks	166,935.88	72,481.03	94,454.85	43.4%
521 20 10 006	COVID19 ARPA SLFRF Police Salaries	0.00	0.00	0.00	0.0%
521 20 10 007	New Officer Position Salary and Benefits	0.00	0.00	0.00	0.0%
521 20 10 009	Salaries -- Kittcom Mutual Aid	0.00	0.00	0.00	0.0%
521 20 10 010	Salaries -- Police Mechanic	4,139.89	7,452.03	(3,312.14)	180.0%
521 20 20 001	Benefits -- Police	313,119.19	119,087.52	194,031.67	38.0%
521 20 20 002	Benefits Overtime -- Police	11,000.00	15,432.48	(4,432.48)	140.3%
521 20 20 003	Benefits -- Police Clerks	62,535.15	26,909.72	35,625.43	43.0%
521 20 20 006	COVID19 ARPA SLFRF Police Benefits	0.00	0.00	0.00	0.0%
521 20 20 007	Leoff 1 -- Supp Health Insurance	6,309.00	591.75	5,717.25	9.4%
521 20 20 008	Leoff 1-- Claims NYL	16,400.00	(460.44)	16,860.44	2.8%
521 20 20 009	Benefits -- Kittcom Mutual Aid	0.00	0.00	0.00	0.0%
521 20 20 010	Benefits -- Police Mechanic	1,645.40	2,839.34	(1,193.94)	172.6%
521 20 20 012	Unemployment	500.00	0.00	500.00	0.0%
521 20 31 001	Office Supplies	6,500.00	1,594.00	4,906.00	24.5%
521 20 31 002	COVID Supplies	0.00	0.00	0.00	0.0%
521 20 31 005	Trauma Kits-11/Life Support Donation	0.00	0.00	0.00	0.0%
521 20 31 006	National Night Out Expenses	2,500.00	0.00	2,500.00	0.0%
521 20 31 007	Civic Plus Next Request Software 50%	5,300.00	5,734.65	(434.65)	108.2%
521 20 32 000	Fuel Consumed	28,000.00	13,210.54	14,789.46	47.2%
521 20 35 001	Equipment Exp. -- SCE Termination	0.00	0.00	0.00	0.0%
521 20 36 001	Uniform Allowance	6,750.00	4,293.55	2,456.45	63.6%
521 20 41 001	IT Services	7,000.00	2,604.32	4,395.68	37.2%
521 20 41 002	Leases -- Sales Tax and Personal Prop. Tax	2,942.00	1,140.06	1,801.94	38.8%
521 20 41 003	Professional Services	0.00	1,442.44	(1,442.44)	0.0%
521 20 41 004	Bill Rolcik Donation paid by Roslyn Downtown Association	0.00	0.00	0.00	0.0%
521 20 41 005	Copier Residual Costs	0.00	20.82	(20.82)	0.0%
521 20 48 002	Ballistic Vest Grant -- Department Of Justice	0.00	0.00	0.00	0.0%
521 20 48 003	Radar Maintenance	1,500.00	760.00	740.00	50.7%
521 20 48 004	Ballistic Vest Purchase -- City Portion	3,600.00	1,504.54	2,095.46	41.8%
521 20 48 005	Equipment Exp. -- (Tasers/Armory/Firearms/Computers/vests/r adios Etc.)	32,000.00	5,739.76	26,260.24	17.9%
521 20 48 007	Repair & Maintenance -- Vehicles	12,000.00	5,758.46	6,241.54	48.0%
521 20 48 008	Maintenance Replacement to deduct from 308 year end	35,000.00	0.00	35,000.00	0.0%
521 20 49 000	Dues/memberships	3,600.00	315.00	3,285.00	8.8%
521 20 49 001	Drug Fund Money	0.00	0.00	0.00	0.0%
521 20 49 002	New Hire Expenses	0.00	0.00	0.00	0.0%
521 20 49 004	Sexual Assault Interviewer	900.00	0.00	900.00	0.0%
521 20 49 005	Lexipol Policy Subscription	9,807.00	8,772.93	1,034.07	89.5%
521 40 43 001	Training/Travel	12,000.00	3,139.02	8,860.98	26.2%
521 50 41 002	LEMAP 2022	0.00	0.00	0.00	0.0%
521 50 42 001	Telephones	18,500.00	3,496.85	15,003.15	18.9%
521 50 42 003	Security Alarm	500.00	85.00	415.00	17.0%

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City Of Cle Elum

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001 Current Expense/General Fund

Months: 01 To: 05

Expenditures	Amt Budgeted	Expenditures	Remaining	
521 Police Department				
521 50 46 001 Insurance -- Equipment And Liability	136,768.65	137,093.51	(324.86)	100.2%
521 50 47 001 Utilities-Police Station	12,000.00	6,044.38	5,955.62	50.4%
521 50 48 002 Cleaning Service	0.00	1,440.00	(1,440.00)	0.0%
521 50 48 003 Repair & Maintenance -- Building	3,000.00	910.26	2,089.74	30.3%
523 60 41 000 Jail Costs/Services	60,000.00	45,539.37	14,460.63	75.9%
528 70 41 000 Kittcom-Police	154,000.00	65,813.56	88,186.44	42.7%
591 21 75 002 Lease -- Postage Machine Police	323.88	161.94	161.94	50.0%
591 21 75 003 Lease -- Police Cameras/In Car 11	31,801.68	13,250.70	18,550.98	41.7%
591 21 75 005 Lease -- Police New Cameras/In Car 4	9,515.40	3,964.75	5,550.65	41.7%
591 21 75 006 Lease -- Police LEADS Software	2,373.00	0.00	2,373.00	0.0%
594 21 64 006 Police Cars -- 3 -- 2022 using 102,903 begin. bal in 2022	0.00	0.00	0.00	0.0%
594 21 64 007 Generator Cummins 50W Model #DGCA-5741693 -- SN #J050840463 - Engine Model #4BTA3.9-G5 a	0.00	0.00	0.00	0.0%
594 21 64 009 COVID19 ARPA SLFRF Police Cars --2023	0.00	0.00	0.00	0.0%
594 21 64 012 Mini-splits -- Police Dept.	0.00	0.00	0.00	0.0%
594 21 64 013 Tire Changer for Police Dept.	0.00	0.00	0.00	0.0%
594 21 64 014 Police Car 2018 Ford Interceptor VIN #1FM5K8AR9JGA73318	0.00	0.00	0.00	0.0%
594 21 64 015 Flock Cameras 2025 Police Grant	0.00	0.00	0.00	0.0%
594 21 64 016 AI Software	0.00	0.00	0.00	0.0%
594 21 64 017 Law & Justice Drone Grant 2025	0.00	0.00	0.00	0.0%
594 21 64 019 WCJTC Wellness Grant Expense	0.00	2,137.28	(2,137.28)	0.0%
594 21 64 021 Department of Justice -- Edward Byrne Memorial	228,000.00	112,385.03	115,614.97	49.3%
594 21 64 025 WCJTC Wellness Grant Officer \$10,000	0.00	0.00	0.00	0.0%
521 Police Department	2,322,555.00	1,089,039.06	1,233,515.94	46.9%

522 Fire Department

522 10 41 000 Background Checks	300.00	66.00	234.00	22.0%
522 20 10 001 Salaries -- Fire Chief, Admin. Assistant, 2 part time	139,275.59	55,360.14	83,915.45	39.7%
522 20 10 002 Salaries -- Medic	550.00	275.00	275.00	50.0%
522 20 10 003 New Office Assistant Full Time 2026 Salary and Benefits	0.00	0.00	0.00	0.0%
522 20 11 000 Salaries -- Volunteer	24,000.00	0.00	24,000.00	0.0%
522 20 12 001 Salaries -- Administration and Mechanic	3,311.91	5,739.47	(2,427.56)	173.3%
522 20 20 001 Benefits -- Fire Chief, Admin. Assistant, 2 part time	60,345.33	25,563.79	34,781.54	42.4%
522 20 20 002 Benefits -- Medic	59.32	22.24	37.08	37.5%
522 20 20 003 Unemployment	620.00	45.58	574.42	7.4%
522 20 21 000 Benefits -- Volunteer	2,500.00	2,187.18	312.82	87.5%
522 20 22 001 Benefits -- Administration and Mechanic	1,316.30	2,133.87	(817.57)	162.1%
522 20 31 003 Operating Supplies-Fire	10,000.00	462.09	9,537.91	4.6%
522 20 31 004 Fire and Safety Education	500.00	0.00	500.00	0.0%
522 20 31 005 Wildland Fire Supplies New Brush Truck	10,000.00	3,454.17	6,545.83	34.5%
522 20 31 006 Hose Large Diameter Sections--City Heights Impact Revenue	0.00	0.00	0.00	0.0%
522 20 31 007 DNR -- USFS Federal Indirect Volunteer Fire Assist. Phase 2 Grant	0.00	0.00	0.00	0.0%

2026 BUDGET POSITION

City Of Cle Elum

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001 Current Expense/General Fund

Months: 01 To: 05

Expenditures	Amt Budgeted	Expenditures	Remaining	
522 Fire Department				
522 20 32 000	Fuel Consumed-Fire	3,000.00	223.91	2,776.09 7.5%
522 20 35 000	Donations -- Life Support -- AED Units	0.00	0.00	0.00 0.0%
522 20 41 001	Legal Services -- Fire dept.	0.00	0.00	0.00 0.0%
522 20 41 002	Professional Services -- Other	0.00	0.00	0.00 0.0%
522 20 41 003	Alarms and Fire Extinguishers Services	4,100.00	0.00	4,100.00 0.0%
522 20 49 000	Dues/Memberships	1,500.00	0.00	1,500.00 0.0%
522 20 49 001	Fire Calls-Association	0.00	0.00	0.00 0.0%
522 20 49 002	Firefighter Calls -- Stipend OLD	0.00	0.00	0.00 0.0%
522 20 49 003	Supplies -- Other	2,500.00	169.49	2,330.51 6.8%
522 20 49 004	Medic One Payment Stipends OLD	0.00	0.00	0.00 0.0%
522 20 49 005	Oversight Levy Projects Under \$5,000 OLD	0.00	0.00	0.00 0.0%
522 20 49 007	National Fire Institute	12,000.00	18,797.53	(6,797.53) 156.6%
522 45 43 001	Training/Travel	16,500.00	11,977.25	4,522.75 72.6%
522 50 33 000	Uniforms/Turnouts	25,000.00	0.00	25,000.00 0.0%
522 50 41 000	Fit Test	1,000.00	0.00	1,000.00 0.0%
522 50 42 001	Telephones	1,000.00	1,116.52	(116.52) 111.7%
522 50 42 002	Internet Services	500.00	1,352.95	(852.95) 270.6%
522 50 46 001	Insurance -- Equipment and Liability	34,435.46	35,122.43	(686.97) 102.0%
522 50 47 001	Utilities-Fire Station only power and w/s	28,500.00	14,480.94	14,019.06 50.8%
522 50 48 001	Station/Computer Maintenance	15,000.00	4,401.92	10,598.08 29.3%
522 50 48 002	Cleaning Service	3,000.00	800.00	2,200.00 26.7%
522 60 48 001	Radio/Pager Maintenance	10,000.00	0.00	10,000.00 0.0%
522 60 48 002	Vehicle/Equipment Maintenance	10,000.00	1,846.18	8,153.82 18.5%
522 60 48 003	City Heights -- Fire Dept Equipment	0.00	0.00	0.00 0.0%
522 60 49 001	SCBA Testing	5,600.00	362.48	5,237.52 6.5%
522 60 49 002	Pump Testing	3,300.00	0.00	3,300.00 0.0%
522 60 49 003	Hose Testing	3,800.00	4,113.90	(313.90) 108.3%
522 70 31 001	Operating Supplies-Aide Car	2,250.00	796.94	1,453.06 35.4%
522 70 31 002	DOH Trauma Care EMS Grant	778.00	290.45	487.55 37.3%
522 70 31 003	Operating Supplies -- Life Support	3,500.00	0.00	3,500.00 0.0%
522 70 32 001	Fuel Consumed-Aide Car	2,000.00	653.20	1,346.80 32.7%
522 70 41 001	EMS Contract	13,638.00	6,819.00	6,819.00 50.0%
528 70 41 001	Kittcom-Fire	31,000.00	16,445.34	14,554.66 53.0%
594 22 61 000	Oversight Levy Projects Over \$5,000	0.00	0.00	0.00 0.0%
594 22 63 022	DNR -- F250 Equipment Grant	0.00	0.00	0.00 0.0%
594 22 63 025	DNR -- PPE Radio Grant \$24,909.80	0.00	0.00	0.00 0.0%
594 22 63 035	DNR -- FEPP Equipment Grant \$15,983	0.00	2,100.91	(2,100.91) 0.0%
594 22 63 055	DNR -- Monitor DNR Truck \$24,717	0.00	4,921.27	(4,921.27) 0.0%
594 22 64 023	Sprinkler System -- Fire Dept.	0.00	0.00	0.00 0.0%
594 22 64 024	Extrication Equipment 2023	0.00	0.00	0.00 0.0%
594 22 64 030	Heater Install Fire Dept	0.00	0.00	0.00 0.0%
594 22 64 050	DNR -- Phase 3 Radios and Equip. \$7,500	0.00	0.00	0.00 0.0%
594 22 64 051	DNR -- Phase 3 Radios and Equip. \$7,500	0.00	0.00	0.00 0.0%
	city expense			
594 22 64 400	FEMA -- Fire SCBA 22 Units and Facepieces	0.00	0.00	0.00 0.0%
594 22 64 794	Vehicle F250 Ford VIN	0.00	0.00	0.00 0.0%
	#1FT8W2BA5REE06794 FROM CITY			
	HEIGHTS REVENUE			
522 Fire Department		486,679.91	222,102.14	264,577.77 45.6%

524 Protective Inspections

2026 BUDGET POSITION

City Of Cle Elum

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001 Current Expense/General Fund Months: 01 To: 05

Expenditures	Amt Budgeted	Expenditures	Remaining	
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524 Protective Inspections

524 60 10 001	Salaries -- Code Enforcer	31,724.41	13,679.53	18,044.88	43.1%
524 60 20 001	Benefits -- Code Enforcer	24,164.99	10,775.97	13,389.02	44.6%
524 60 31 001	Code Enforcing Expenses	0.00	75.71	(75.71)	0.0%
524 60 31 002	Civic Plus -- Code Enforcement	0.00	2,501.88	(2,501.88)	0.0%
524 Protective Inspections		55,889.40	27,033.09	28,856.31	48.4%

536 Cemetery

536 20 10 001	Salaries -- Cemetery	30,445.61	13,528.42	16,917.19	44.4%
536 20 20 001	Benefits -- Cemetery	12,556.76	4,759.41	7,797.35	37.9%
536 20 20 005	Unemployment	0.00	0.00	0.00	0.0%
536 20 31 002	Supplies	3,000.00	792.68	2,207.32	26.4%
536 20 34 000	Liners	6,500.00	3,410.00	3,090.00	52.5%
536 20 35 000	Tools/Equipment	1,000.00	0.00	1,000.00	0.0%
536 20 35 003	Shoring	2,500.00	0.00	2,500.00	0.0%
536 20 41 000	Grave Digging	0.00	23.87	(23.87)	0.0%
536 20 41 001	Repairs And Maintenance	2,000.00	333.19	1,666.81	16.7%
536 20 41 002	Legal Services -- Cemetery	0.00	0.00	0.00	0.0%
536 20 41 003	Cemetery Expansion Project	0.00	0.00	0.00	0.0%
536 20 41 005	Professional Services -- Other	0.00	0.00	0.00	0.0%
536 20 41 006	Porta Potties	0.00	460.00	(460.00)	0.0%
536 20 45 000	County Assessments And Other Taxes	168.17	172.67	(4.50)	102.7%
536 20 47 000	Utilities-Cemetery	4,500.00	51.05	4,448.95	1.1%
536 20 49 001	Cemetery Space Refunds	0.00	400.00	(400.00)	0.0%
536 Cemetery		62,670.54	23,931.29	38,739.25	38.2%

557 Community Services

557 20 10 001	Salaries -- Historic Preservation Clerk	0.00	0.00	0.00	0.0%
557 20 20 001	Benefits -- Historic Preservation Clerk	0.00	0.00	0.00	0.0%
557 30 41 003	Historic Preservation Commission	100.00	0.00	100.00	0.0%
557 Community Services		100.00	0.00	100.00	0.0%

558 Planning & Community Devel

558 50 10 000	New Bldg Insp/Plans Examiner Salary	0.00	0.00	0.00	0.0%
558 50 20 000	New Bldg Insp/Plans Examiner Benefits	0.00	0.00	0.00	0.0%
558 50 30 000	Building Department Equipment/Tools/Books	6,000.00	941.78	5,058.22	15.7%
558 50 31 001	Electronic Submittal System	5,000.00	6,768.65	(1,768.65)	135.4%
558 50 41 000	Building Department Dues/Associations	500.00	170.00	330.00	34.0%
558 50 43 000	Building Department Training	4,000.00	1,505.04	2,494.96	37.6%
558 60 10 001	Salaries -- Planner	91,000.00	20,179.34	70,820.66	22.2%
558 60 12 001	Salaries -- Planning Tech	50,000.00	19,148.89	30,851.11	38.3%
558 60 15 001	Salaries -- Biologist	0.00	0.00	0.00	0.0%
558 60 20 001	Benefits -- Planner	34,000.00	9,044.18	24,955.82	26.6%
558 60 22 001	Benefits -- Planning Tech	20,000.00	7,824.07	12,175.93	39.1%
558 60 25 001	Benefits -- Biologist	0.00	0.00	0.00	0.0%
558 60 31 000	Office Supplies/Telephone/Notices	3,000.00	1,707.61	1,292.39	56.9%
558 60 31 005	Planning Commission Expenses	1,000.00	0.00	1,000.00	0.0%
558 60 35 000	Equipment/Tools	0.00	0.00	0.00	0.0%

2026 BUDGET POSITION

City Of Cle Elum

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001 Current Expense/General Fund Months: 01 To: 05

Expenditures	Amt Budgeted	Expenditures	Remaining	
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558 Planning & Community Devel

558 60 41 001	Professional Services--General	0.00	0.00	0.00	0.0%
558 60 41 006	Staff CWU -- Planning	0.00	0.00	0.00	0.0%
558 60 41 013	Professional Services -- Engin/PLan -- Non-Reimbursed	50,000.00	55,373.78	(5,373.78)	110.7%
558 60 43 001	Training/Travel	1,500.00	441.39	1,058.61	29.4%
558 Planning & Community Devel		266,000.00	123,104.73	142,895.27	46.3%

559 Housing & Community Develop

559 30 41 001	Development Fees -- Reimbursed	75,000.00	6,285.75	68,714.25	8.4%
559 30 41 013	Professional Services -- HLA Engineering/Perteet--City Heights Arbitration	0.00	0.00	0.00	0.0%
559 30 41 014	Public Records Request Costs -- Engineering/Planning Etc.	1,000.00	0.00	1,000.00	0.0%
559 30 42 001	Cle Elum Pines West Devel Fees-School	0.00	0.00	0.00	0.0%
559 30 42 002	Cle Elum School Impact Fees	0.00	0.00	0.00	0.0%
559 30 42 003	Cle Elum School City Heights Impact Fees	0.00	11,250.00	(11,250.00)	0.0%
559 Housing & Community Develop		76,000.00	17,535.75	58,464.25	23.1%

562 Public Health

562 90 41 001	Substance Abuse 2 percent	400.00	0.00	400.00	0.0%
562 Public Health		400.00	0.00	400.00	0.0%

572 Libraries

572 20 10 001	Salaries -- Librarian	53,399.65	53,326.73	72.92	99.9%
572 20 10 002	Salaries -- Library Aide	27,057.90	9,797.76	17,260.14	36.2%
572 20 20 001	Benefits -- Librarian	35,996.90	25,026.04	10,970.86	69.5%
572 20 20 002	Benefits -- Library Aide	22,743.51	8,353.11	14,390.40	36.7%
572 20 31 001	Supplies/Book Processing	8,000.00	1,439.19	6,560.81	18.0%
572 20 31 003	Kyler (Dorothy Louise) Fund Library Grant 2024	0.00	0.00	0.00	0.0%
572 20 31 004	Library Annual WSL Cons. Fees and Deep Freeze	2,350.00	0.00	2,350.00	0.0%
572 20 41 001	Summer Reading Program	500.00	0.00	500.00	0.0%
572 20 49 003	Other Supplies	1,000.00	619.85	380.15	62.0%
572 50 41 001	Legal Services -- Library	0.00	0.00	0.00	0.0%
572 50 41 002	Lease -- Sales Tax	160.32	68.40	91.92	42.7%
572 50 41 003	Professional Services -- Other	1,800.00	786.00	1,014.00	43.7%
572 50 41 004	Training	500.00	0.00	500.00	0.0%
572 50 41 005	Interlocal Agreement Ellensburg Card Catalog	0.00	0.00	0.00	0.0%
572 50 42 001	Telephones	750.00	0.00	750.00	0.0%
572 50 42 002	Internet WSL	1,000.00	0.00	1,000.00	0.0%
572 50 47 001	Utilities-Library	7,000.00	4,310.68	2,689.32	61.6%
572 50 48 001	Building Repairs	5,000.00	73.90	4,926.10	1.5%
572 50 48 002	Cleaning Service	2,430.00	1,350.01	1,079.99	55.6%
591 72 75 001	Lease -- Library Canon Copy Machine Library 2022	1,931.16	804.65	1,126.51	41.7%

2026 BUDGET POSITION

City Of Cle Elum

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001 Current Expense/General Fund Months: 01 To: 05

Expenditures	Amt Budgeted	Expenditures	Remaining	
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572 Libraries

591 72 75 002	Lease -- Library Lib Tech Equipment and Internet	1,000.00	(500.00)	1,500.00	50.0%
594 72 64 001	Library Air Conditioning	0.00	0.00	0.00	0.0%
594 72 64 002	Library Patron Computers 6	0.00	0.00	0.00	0.0%
572 Libraries		172,619.44	105,456.32	67,163.12	61.1%

576 Park Facilities

576 80 10 001	Salaries -- Park	25,520.55	15,558.10	9,962.45	61.0%
576 80 20 001	Benefits -- Park	10,279.59	4,794.34	5,485.25	46.6%
576 80 20 002	Unemployment	500.00	500.00	0.00	100.0%
576 80 30 001	Arbor Day Supplies -- Tree City	4,510.00	297.68	4,212.32	6.6%
576 80 31 001	Operating Supplies	5,500.00	3,706.12	1,793.88	67.4%
576 80 31 002	Parking Fees Expenses	0.00	0.00	0.00	0.0%
576 80 35 002	Equipment/Tools	1,000.00	390.41	609.59	39.0%
576 80 41 000	Porta Potties	1,400.00	1,515.00	(115.00)	108.2%
576 80 41 001	Repairs And Maintenance Parks and Bathrooms	10,000.00	1,290.87	8,709.13	12.9%
576 80 41 003	City Parks Upgrade Project	0.00	0.00	0.00	0.0%
576 80 41 005	Tree Removal -- 2nd and Pine and 4 large pine trees	0.00	0.00	0.00	0.0%
576 80 42 001	Internet -- Inland Network Park Bathrooms	0.00	428.80	(428.80)	0.0%
576 80 47 000	Utilities and Taxes	23,000.00	4,254.89	18,745.11	18.5%
576 80 48 000	Horse Park Firewising 12.5 Acres	0.00	0.00	0.00	0.0%
576 90 49 001	Fireman's Park Improvements	1,000.00	581.17	418.83	58.1%
576 Park Facilities		82,710.14	33,317.38	49,392.76	40.3%

580 Non Expenditures

581 20 00 001	Interfund Loan Payment to Sewer Fund	0.00	0.00	0.00	0.0%
588 10 00 001	Prior Period Adjustments -- Stop Payments Etc.	0.00	0.00	0.00	0.0%
589 10 00 000	Grave Space Refunds	0.00	0.00	0.00	0.0%
589 90 00 000	Claims Clearing	0.00	0.00	0.00	0.0%
589 99 00 000	Payroll Clearing	0.00	8,140.29	(8,140.29)	0.0%
589 99 00 001	Draw Clearing	0.00	7,300.00	(7,300.00)	0.0%
580 Non Expenditures		0.00	15,440.29	(15,440.29)	0.0%

591 Debt Service - Principal Repayment

591 21 75 007	Lease -- Police Axon Cameras 2026 5 year 12 body 10 in car	0.00	24,052.00	(24,052.00)	0.0%
591 Debt Service - Principal Repayment		0.00	24,052.00	(24,052.00)	0.0%

592 Debt Service - Interest Costs

592 18 89 001	Accrued Investment Interest	0.00	1,256.91	(1,256.91)	0.0%
592 Debt Service - Interest Costs		0.00	1,256.91	(1,256.91)	0.0%

2026 BUDGET POSITION

City Of Cle Elum

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001 Current Expense/General Fund Months: 01 To: 05

Expenditures	Amt Budgeted	Expenditures	Remaining	
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594 Capital Expenditures

522 50 31 026	DNR -- Firewise USA \$6,000 Micro Grant	0.00	0.00	0.00	0.0%
594 18 63 001	Energy Project -- Police And Library Buildings	0.00	0.00	0.00	0.0%
594 18 63 006	City Hall Remodel Expansion 70%	0.00	0.00	0.00	0.0%
594 18 63 085	Fema Cybersecurity Grant \$26,000	10,000.00	9,927.75	72.25	99.3%
594 18 64 002	City Wide Switch Replacement 52%	0.00	0.00	0.00	0.0%
594 21 64 028	WCJTC HB 2015 Officer Grant \$699,571	0.00	0.00	0.00	0.0%
594 58 61 001	DOC -- GMA Climate Element Grant	28,000.00	11,233.25	16,766.75	40.1%
594 58 61 002	DOC -- PUG Periodic Update GMA Grant	40,000.00	11,173.50	28,826.50	27.9%
594 58 64 001	Vehicle -- Building Dept./Admin.	40,800.00	0.00	40,800.00	0.0%
594 76 63 076	County Share of Skateboard Park	0.00	0.00	0.00	0.0%
594 Capital Expenditures		118,800.00	32,334.50	86,465.50	27.2%

595 Capital Expenditures- Streets

595 30 63 135	COG -- County Distressed Sales Tax Grant -- 1st and Oakes Resurface	0.00	3,665.45	(3,665.45)	0.0%
595 Capital Expenditures- Streets		0.00	3,665.45	(3,665.45)	0.0%

597 Interfund Transfers

597 00 00 110	OUT-To Coal Mine From General Fund	4,500.00	4,500.00	0.00	100.0%
597 Interfund Transfers		4,500.00	4,500.00	0.00	100.0%

999 Ending Balance

508 31 00 001	COVID 19 ARPA Police Grant Balance	0.00	0.00	0.00	0.0%
508 41 07 001	Ending Balance Fire Dept Class A Pumper/Reserve/Capital	129,733.00	0.00	129,733.00	0.0%
508 41 13 001	Ending Balance Cemetery Reserve	16,297.00	0.00	16,297.00	0.0%
508 51 02 001	Ending Balance Police Reserve	114,280.00	0.00	114,280.00	0.0%
508 51 05 001	Ending Balance Fire Dept Reserve	32,601.00	0.00	32,601.00	0.0%
508 51 06 001	Ending Balance Fire Dept City Heights	19,327.00	0.00	19,327.00	0.0%
508 51 11 001	Ending Balance General Fund Contingency	0.00	0.00	0.00	0.0%
508 51 15 001	Ending Balance Park Reserve	37,050.00	0.00	37,050.00	0.0%
508 51 86 001	Ending Balance General Fund Technology	0.00	0.00	0.00	0.0%
508 51 87 001	Ending Balance Traffic Impact Fees	6,000.00	0.00	6,000.00	0.0%
508 91 00 001	Ending Balance General Fund	479,144.00	0.00	479,144.00	0.0%
999 Ending Balance		834,432.00	0.00	834,432.00	0.0%

Fund Expenditures:	5,863,918.00	2,289,471.77	3,574,446.23	39.0%
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Fund Excess/(Deficit):	0.00	188,592.95		
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2026 BUDGET POSITION TOTALS

City Of Cle Elum

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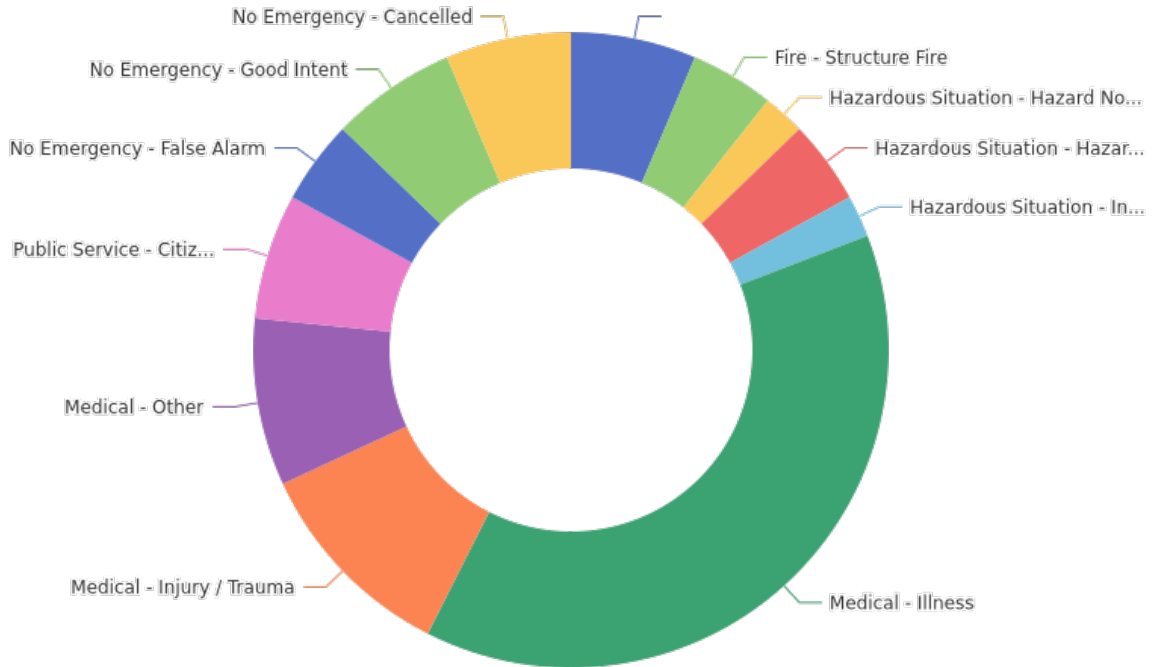
Fund	Revenue Budgeted	Received		Expense Budgeted	Spent	
001 Current Expense/General Fund	5,863,918.00	2,478,064.72	42.3%	5,863,918.00	2,289,471.77	39%
	5,863,918.00	2,478,064.72	42.3%	5,863,918.00	2,289,471.77	39.0%

Public Works Council Update

- **1st Street Revitalization:** Punch list re-plant scheduled April 5st
- **1st Street Resurfacing /Hartwig Signal Improvements:** Bid opening April 4th
- **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



FDR-IR: Incident Count by Primary Incident Sub Group



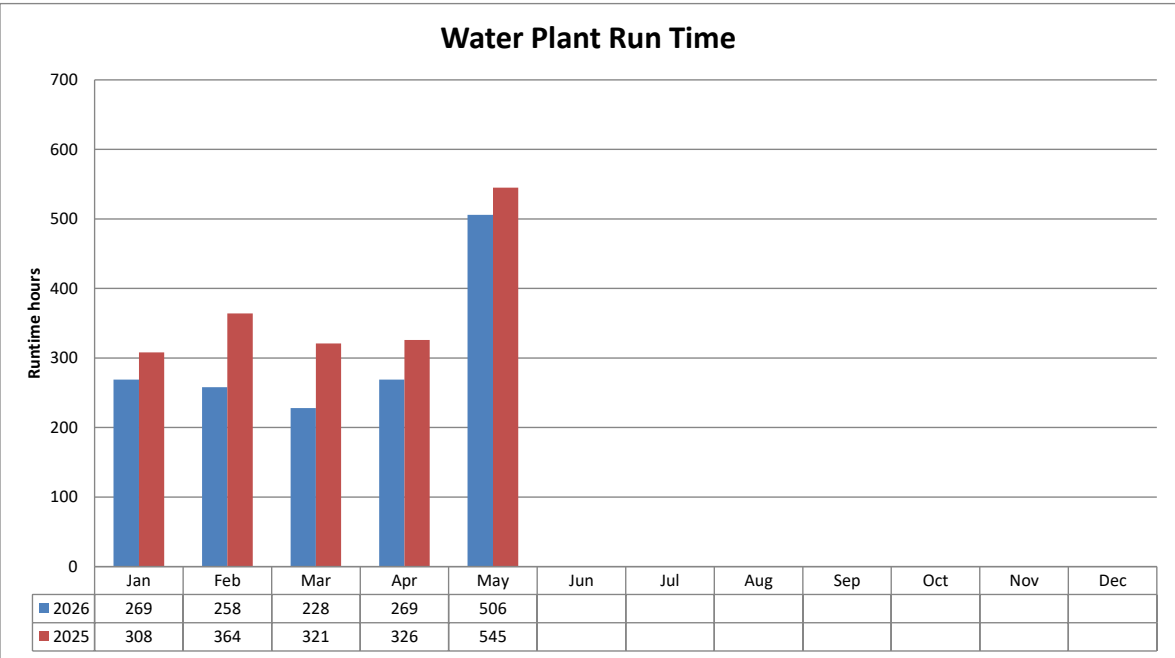
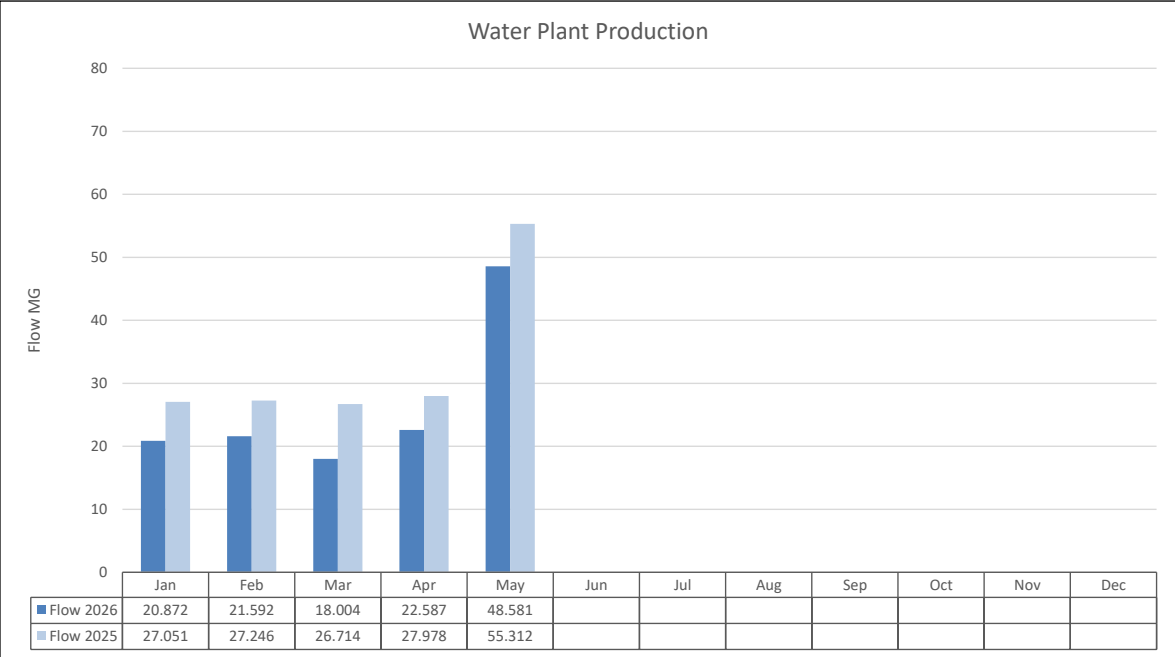
PRIMARY INCIDENT GROUP / PRIMARY INCIDENT SUB GROUP	COUNT	PERCENT OF TOTAL
Fire	2	4.26%
Fire - Structure Fire	2	4.26%
Hazardous Situation	4	8.51%
Hazardous Situation - Hazard Non-Chemical	1	2.13%
Hazardous Situation - Hazardous Materials	2	4.26%
Hazardous Situation - Investigation	1	2.13%
Medical	27	57.45%

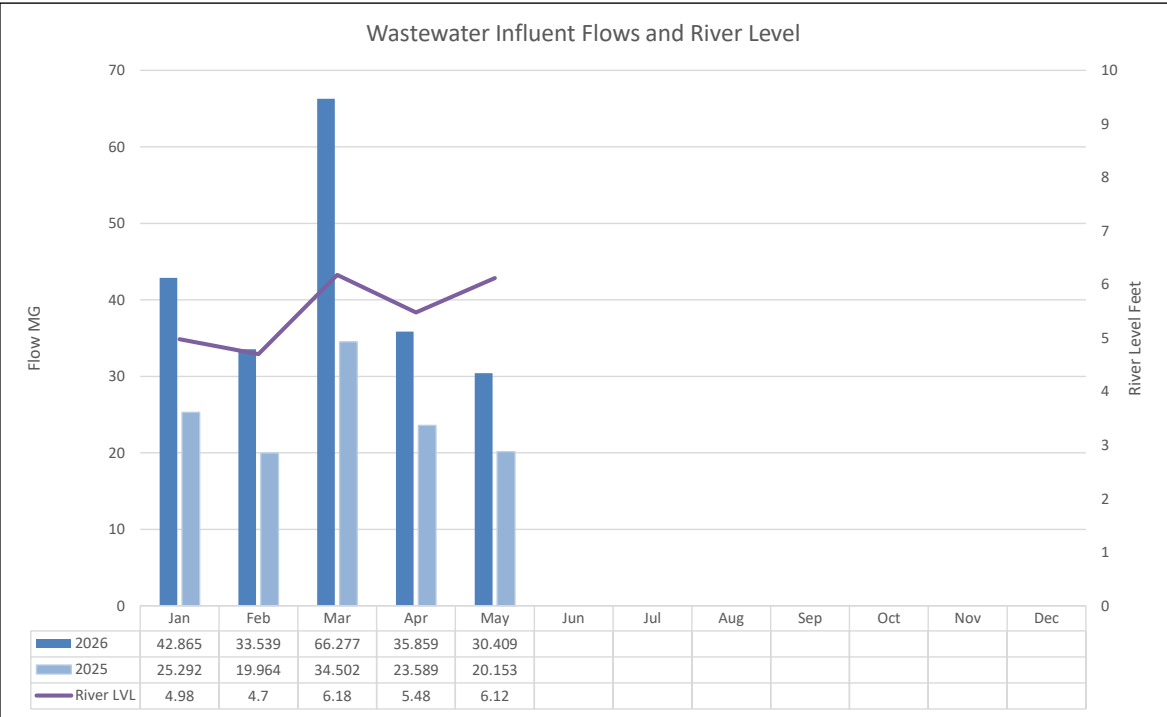
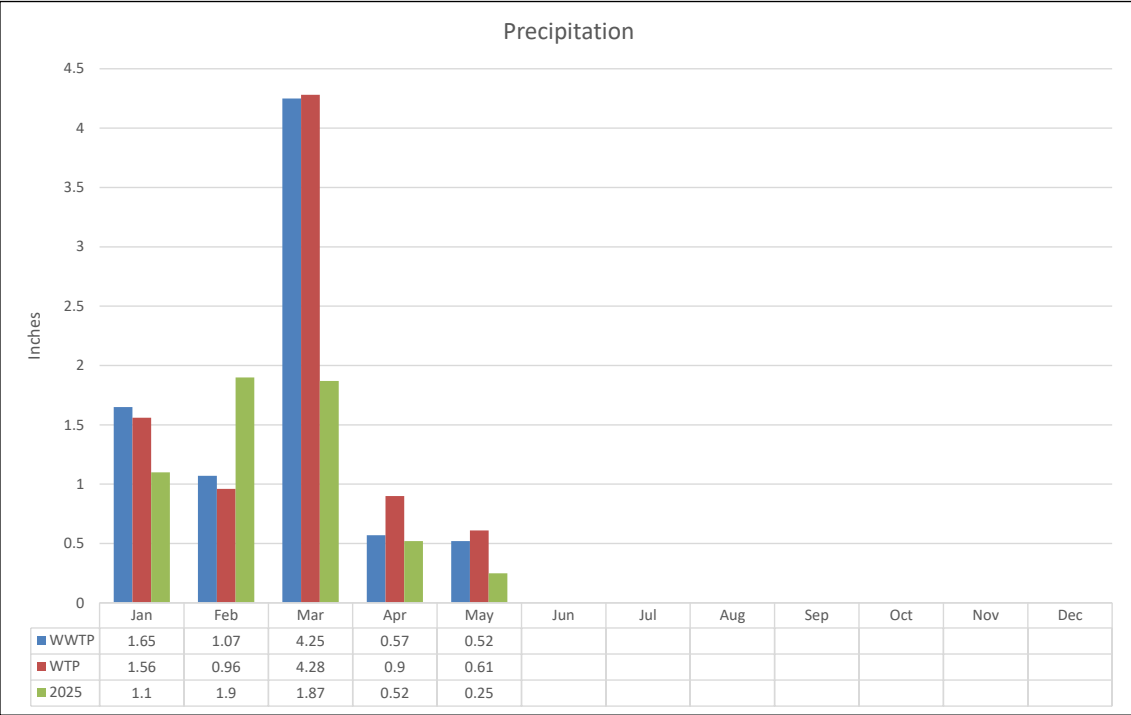
FDR-IR: Incident Count by Primary Incident Sub Group

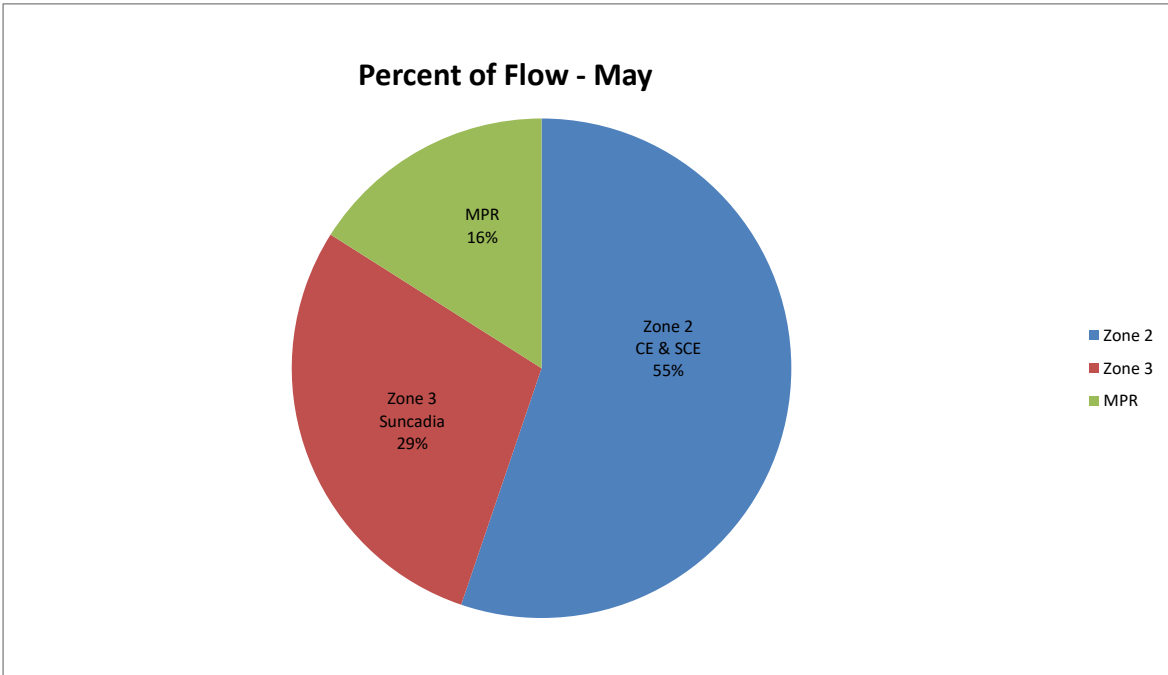
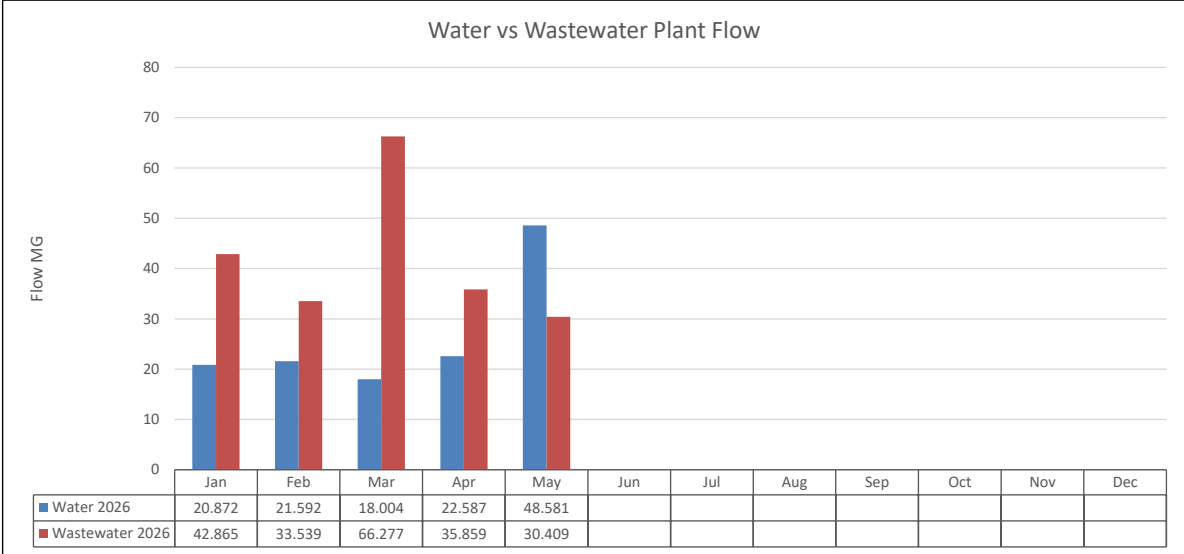
Cle Elum FD WA
 Address: 301 N Pennsylvania Ave, Cle Elum, WA, 98922



PRIMARY INCIDENT GROUP / PRIMARY INCIDENT SUB GROUP	COUNT	PERCENT OF TOTAL
Medical - Illness	18	38.30%
Medical - Injury / Trauma	5	10.64%
Medical - Other	4	8.51%
Public Service	3	6.38%
Public Service - Citizen Assist	3	6.38%
No Emergency	8	17.02%
No Emergency - False Alarm	2	4.26%
No Emergency - Good Intent	3	6.38%
No Emergency - Cancelled	3	6.38%
Law Enforcement Support	3	6.38%
	3	6.38%
Total	47	100.00%









Habitat Programs Update

City Council Presentation | 2025–2026

Kittitas County



Aging in Place

A Neighbor's Story: Ruthi E., Ellensburg

40 Years. One Home. One Community.

Ruthi has taught English at CWU for nearly four decades. Her 1886 Ellensburg home carries decades of memories — and the repair needs to match.

The Problem

Her side porch was sagging and unsafe. Live wires dangled in the attic. An outdated wall heater posed a hazard — safety risks she couldn't afford to fix on her own.

What Habitat Did

In one week, our team rebuilt the porch with proper foundations, replaced the wall heater, secured attic wiring, and brought in an arborist.



“I can't believe I got all this. That would have cost me a fortune.”

— Ruthi E., CWU Professor & Ellensburg Resident, 35+ years

Home Repair Programs: Kittitas County

35+

Households Served
or in Progress

14

Additional Homeowners
Funded for 2026

~20/yr

Projected Annual
Served 2027–2028

Meeting the Surge in Need

Our Aging in Place Program saw a dramatic rise in qualified applications this past year — demand outpaced our available funding. Rather than turn neighbors away, we moved quickly to secure additional resources.

New funding from HRGP and HUD OAM allowed us to serve the backlog of applicants, with capacity for 14 more homeowners. Pending grant applications, if awarded, project 20 households served annually in both 2027 and 2028.

Types of Projects

Aging in Place Modifications

Grab bars, ramps, accessibility improvements with OT virtual visit. Average cost: \$5,000.

Critical Home Repairs

Structural, electrical, plumbing, and safety repairs. Projects range from \$12,000 to \$50,000.

Veteran-Specific Repairs

Critical repairs for veteran-owned households, approximately \$20,000 per project.

Home Repair Funding: At a Glance

Funding Source	Total Grant	Status	Households (Kittitas)	Project Type	Deadline
HUD OAM	\$150,000	\$62,843 remaining	30 served (8 remaining)	Aging in Place (~\$5K avg)	07/15/2027
HRGP	\$319,000	Fully allocated	4 selected	Critical Repairs (up to \$50K)	06/30/2027
FHLB	\$449,970	Fully allocated	30 (King + Kittitas)	Critical Repairs (~\$15K+)	12/06/2026
RepairCorps	\$40,000	\$20K to Kittitas	1 veteran homeowner	Veteran Critical Repair (~\$20K)	12/31/2026
United Way	\$12,000	\$12,000 available	1 homeowner	Critical Home Repair	05/31/2027

Veteran Homeownership

Down Payment Assistance Program

A New Path to Homeownership

For many veterans, the barrier to buying a home isn't desire — it's income. The Veteran DPA Program was built to close that gap.

What the Program Offers

- Up to \$150,000 in down payment assistance
- 0% deferred loan — due only upon sale or transfer
- Home available now: Stuart Meadows, Ellensburg (3BR)
- VA loan benefits preserved for the veteran's next home

Additional Benefits

- Prioritized selection: homes reserved for veteran buyers
- Staff guidance from pre-approval to closing
- No credit score minimum
- No closing costs

[Learn more and apply at buyhabitat.org.](https://buyhabitat.org)



"I am excited to show my gratitude to veterans by offering them the stability, prosperity, and freedom that they fought to protect on all our behalf."

— Ali Sheibani, Director of Homeowner Services

Looking Ahead — And an Invitation

Sustaining Home Repair

Pending grants could serve ~20 Kittitas homeowners annually in 2027 and 2028. We are actively pursuing additional funding to keep pace with local need. Your support in connecting us to partners and grant opportunities makes a difference.

Growing Veteran Homeownership

The DPA pilot for 5 veterans is underway. Our long-term goal is a revolving fund rooted in Kittitas County — helping local veterans build equity and stability in the community they served.

Let's Build Together

We welcome referrals, partnerships, and conversations. Know a homeowner who qualifies? A veteran looking for a path to ownership? A funder aligned with housing stability? Connect with us — we'd love to work with you.

apply@habitatskc.org

(206) 866-7615

buyhabitat.org

Questions?

ANNUAL REPORT CERTIFICATION

City of Cle Elum
(Official Name of Government)

0463
MCAG No.

Submitted pursuant to RCW 43.09.230 to the Washington State Auditor's Office

For the Fiscal Year Ended 12/31/2025

GOVERNMENT INFORMATION:

Official Mailing Address 119 W 1st St
Cle Elum, WA 98922

Official Website Address www.cityofcleelum.com

Official E-mail Address rnewcomb@cleelum.gov

Official Phone Number 5096742262

AUDIT CONTACT or PREPARER INFORMATION and CERTIFICATION:

Audit Contact or Preparer Name and Title Robin Newcomb Treasurer

Contact Phone Number 5096742262

Contact E-mail Address rnewcomb@cleelum.gov

I certify 28th day of April, 2026, that annual report information is complete, accurate and in conformity with the Budgeting, Accounting and Reporting Systems Manual, to the best of my knowledge and belief, having reviewed this information and taken all appropriate steps in order to provide such certification. I acknowledge and understand our responsibility for the design and implementation of controls to ensure accurate financial reporting, comply with applicable laws and safeguard public resources, including controls to prevent and detect fraud. Finally, I acknowledge and understand our responsibility for immediately submitting corrected annual report information if any errors or an omission in such information is subsequently identified.

Signatures

Robin Newcomb (rnewcomb@cleelum.gov)

City of Cle Elum
Fund Resources and Uses Arising from Cash Transactions
For the Year Ended December 31, 2025

		Total for All Funds (Memo Only)	001 Current Expense/Gener al Fund	101 Street Fund	104 Police 3/10's Sales Tax Fund
Beginning Cash and Investments					
308	Beginning Cash and Investments	5,615,902	687,947	64,435	106,415
388 / 588	Net Adjustments	-	-	-	-
Revenues					
310	Taxes	4,173,858	2,880,410	330,943	212,686
320	Licenses and Permits	262,729	220,810	41,529	390
330	Intergovernmental Revenues	3,726,345	332,707	915,836	-
340	Charges for Goods and Services	10,512,549	4,048,837	11,360	37,324
350	Fines and Penalties	24,434	16,434	-	-
360	Miscellaneous Revenues	1,081,022	508,233	140,357	1,026
Total Revenues:		<u>19,780,939</u>	<u>8,007,432</u>	<u>1,440,025</u>	<u>251,425</u>
Expenditures					
510	General Government	2,509,855	2,509,855	-	-
520	Public Safety	2,700,335	2,428,214	-	272,120
530	Utilities	4,718,685	92,364	-	-
540	Transportation	461,856	-	452,320	-
550	Natural/Economic Environment	1,295,762	1,116,027	-	23,849
560	Social Services	632	295	338	-
570	Culture and Recreation	419,279	419,279	-	-
Total Expenditures:		<u>12,106,405</u>	<u>6,566,034</u>	<u>452,658</u>	<u>295,969</u>
Excess (Deficiency) Revenues over Expenditures:		<u>7,674,533</u>	<u>1,441,397</u>	<u>987,367</u>	<u>(44,543)</u>
Other Increases in Fund Resources					
391-393, 596	Debt Proceeds	8,529	-	-	-
397	Transfers-In	4,500	-	-	-
385	Special or Extraordinary Items	-	-	-	-
381, 382, 389, 395, 398	Other Resources	57,576	55,237	2,339	-
Total Other Increases in Fund Resources:		<u>70,605</u>	<u>55,237</u>	<u>2,339</u>	<u>-</u>
Other Decreases in Fund Resources					
594-595	Capital Expenditures	4,589,553	277,593	912,249	-
591-593, 599	Debt Service	637,586	49,929	18,855	-
597	Transfers-Out	4,500	4,500	-	-
585	Special or Extraordinary Items	-	-	-	-
581, 582, 589	Other Uses	15,399	15,399	-	-
Total Other Decreases in Fund Resources:		<u>5,247,038</u>	<u>347,421</u>	<u>931,104</u>	<u>-</u>
Increase (Decrease) in Cash and Investments:		<u>2,498,100</u>	<u>1,149,214</u>	<u>58,602</u>	<u>(44,543)</u>
Ending Cash and Investments					
50821	Nonspendable	-	-	-	-
50831	Restricted	1,506,582	-	17,224	61,871
50841	Committed	248,337	206,040	-	-
50851	Assigned	6,326,076	1,598,113	105,814	-
50891	Unassigned	33,008	33,008	-	-
Total Ending Cash and Investments		<u>8,114,003</u>	<u>1,837,161</u>	<u>123,037</u>	<u>61,871</u>

The accompanying notes are an integral part of this statement.

City of Cle Elum
Fund Resources and Uses Arising from Cash Transactions
For the Year Ended December 31, 2025

		106	110 Coal Mine	309 REET	401 Water Fund
		Tourist/Lodging	Trail Fund	Excise	
		Tax Fund		Tax/Capital	
Beginning Cash and Investments					
308	Beginning Cash and Investments	272,459	36,875	528,937	1,760,909
388 / 588	Net Adjustments	-	-	-	-
Revenues					
310	Taxes	207,244	-	542,575	-
320	Licenses and Permits	-	-	-	-
330	Intergovernmental Revenues	-	-	2,469,273	-
340	Charges for Goods and Services	-	4,000	-	2,777,773
350	Fines and Penalties	-	-	-	1,951
360	Miscellaneous Revenues	2,690	573	8,289	128,038
Total Revenues:		209,934	4,573	3,020,137	2,907,761
Expenditures					
510	General Government	-	-	-	-
520	Public Safety	-	-	-	-
530	Utilities	-	-	-	1,876,174
540	Transportation	-	3,651	-	-
550	Natural/Economic Environment	155,886	-	-	-
560	Social Services	-	-	-	-
570	Culture and Recreation	-	-	-	-
Total Expenditures:		155,886	3,651	-	1,876,174
Excess (Deficiency) Revenues over Expenditures:		54,048	922	3,020,137	1,031,588
Other Increases in Fund Resources					
391-393, 596	Debt Proceeds	-	-	-	-
397	Transfers-In	-	4,500	-	-
385	Special or Extraordinary Items	-	-	-	-
381, 382, 389, 395, 398	Other Resources	-	-	-	-
Total Other Increases in Fund Resources:		-	4,500	-	-
Other Decreases in Fund Resources					
594-595	Capital Expenditures	135,988	-	2,562,106	217,572
591-593, 599	Debt Service	-	-	-	475,338
597	Transfers-Out	-	-	-	-
585	Special or Extraordinary Items	-	-	-	-
581, 582, 589	Other Uses	-	-	-	-
Total Other Decreases in Fund Resources:		135,988	-	2,562,106	692,910
Increase (Decrease) in Cash and Investments:		(81,940)	5,422	458,031	338,678
Ending Cash and Investments					
50821	Nonspendable	-	-	-	-
50831	Restricted	190,519	-	986,969	175,000
50841	Committed	-	42,297	-	-
50851	Assigned	-	-	-	1,924,587
50891	Unassigned	-	-	-	-
Total Ending Cash and Investments		190,519	42,297	986,969	2,099,587

The accompanying notes are an integral part of this statement.

City of Cle Elum
Fund Resources and Uses Arising from Cash Transactions
For the Year Ended December 31, 2025

		<u>402 Garbage Fund</u>	<u>403 Airport Fund</u>	<u>408 Stormwater Fund</u>	<u>409 Sewer Fund</u>
Beginning Cash and Investments					
308	Beginning Cash and Investments	51,538	86,497	49,750	1,970,139
388 / 588	Net Adjustments	-	-	-	-
Revenues					
310	Taxes	-	-	-	-
320	Licenses and Permits	-	-	-	-
330	Intergovernmental Revenues	-	-	-	8,529
340	Charges for Goods and Services	1,204,922	-	1,000	2,427,333
350	Fines and Penalties	6,050	-	-	-
360	Miscellaneous Revenues	12,990	41,492	-	237,335
Total Revenues:		<u>1,223,962</u>	<u>41,492</u>	<u>1,000</u>	<u>2,673,197</u>
Expenditures					
510	General Government	-	-	-	-
520	Public Safety	-	-	-	-
530	Utilities	1,113,869	-	290	1,635,987
540	Transportation	-	5,885	-	-
550	Natural/Economic Environment	-	-	-	-
560	Social Services	-	-	-	-
570	Culture and Recreation	-	-	-	-
Total Expenditures:		<u>1,113,869</u>	<u>5,885</u>	<u>290</u>	<u>1,635,987</u>
Excess (Deficiency) Revenues over Expenditures:		<u>110,093</u>	<u>35,607</u>	<u>710</u>	<u>1,037,210</u>
Other Increases in Fund Resources					
391-393, 596	Debt Proceeds	-	-	-	8,529
397	Transfers-In	-	-	-	-
385	Special or Extraordinary Items	-	-	-	-
381, 382, 389, 395, 398	Other Resources	-	-	-	-
Total Other Increases in Fund Resources:		<u>-</u>	<u>-</u>	<u>-</u>	<u>8,529</u>
Other Decreases in Fund Resources					
594-595	Capital Expenditures	-	4,355	-	479,691
591-593, 599	Debt Service	-	-	-	93,464
597	Transfers-Out	-	-	-	-
585	Special or Extraordinary Items	-	-	-	-
581, 582, 589	Other Uses	-	-	-	-
Total Other Decreases in Fund Resources:		<u>-</u>	<u>4,355</u>	<u>-</u>	<u>573,155</u>
Increase (Decrease) in Cash and Investments:		<u>110,093</u>	<u>31,252</u>	<u>710</u>	<u>472,584</u>
Ending Cash and Investments					
50821	Nonspendable	-	-	-	-
50831	Restricted	-	-	-	75,000
50841	Committed	-	-	-	-
50851	Assigned	161,631	117,750	50,460	2,367,723
50891	Unassigned	-	-	-	-
Total Ending Cash and Investments		<u>161,631</u>	<u>117,750</u>	<u>50,460</u>	<u>2,442,723</u>

The accompanying notes are an integral part of this statement.

City of Cle Elum
Fiduciary Fund Resources and Uses Arising from Cash Transactions
For the Year Ended December 31, 2025

		Total for All Funds (Memo Only)	Custodial
308	Beginning Cash and Investments	15,353	15,353
388 & 588	Net Adjustments	-	-
310-390	Additions	45,879	45,879
510-590	Deductions	43,906	43,906
	Net Increase (Decrease) in Cash and Investments:	1,973	1,973
508	Ending Cash and Investments	17,326	17,326

The accompanying notes are an integral part of this statement.

City of Cle Elum
Fiduciary Fund Resources and Uses Arising from Cash Transactions
For the Year Ended December 31, 2025

The accompanying notes are an integral part of this statement.

CITY OF CLE ELUM
MCAG #0463
Notes to the Financial Statements
For the Year Ended December 31, 2025

Note 1 - Summary of Significant Accounting Policies

The City of Cle Elum was incorporated on February 12, 1902, and operates under the laws of the state of Washington applicable to Code City. The city is a general-purpose local government and provides public safety, fire protection, street improvements, parks and recreation and general administrative services. In addition, the city has a water and a sewer system. Veolia Water North America has been hired by the city to operate both services. Their contract ended December 31, 2025, and the city will be running both the water and sewer plants going forward. Solid waste services are also provided through a third-party company, Waste Management.

The city reports financial activity in accordance with the *Cash Basis Budgeting, Accounting and Reporting System* (BARS) Manual prescribed by the State Auditor’s Office under the authority of Washington State law, Chapter 43.09 RCW. This manual prescribes a financial reporting framework that differs from generally accepted accounting principles (GAAP) in the following manner:

- Financial transactions are recognized on a cash basis in accounting as described below.
- Component units are required to be disclosed but are not included in the financial statements. (See Note 5 – Component Unit, Joint Ventures, and Related Parties).
- Government-wide statements, as defined in GAAP, are not presented.
- All funds are presented, rather than a focus on major funds.
- The *Schedule of Liabilities* is required to be presented with the financial statements as supplementary information.
- Supplementary information required by GAAP is not presented.
- Ending balances for proprietary and fiduciary funds are presented using classifications that are different from the ending net position classifications in GAAP.

A. Fund Accounting

Financial transactions of the city are reported in individual funds. Each fund uses a separate set of self-balancing accounts that comprises its cash and investments, revenues, and expenditures. The government’s resources are allocated to and accounted for in individual funds depending on their intended purpose. Each fund is reported as a separate column in the financial statements, except for fiduciary funds, which are presented by fund types. The total column is presented as “memo only” because any interfund activities are not eliminated. The following fund types are used:

GOVERNMENTAL FUND TYPES:

General Fund

This fund is the primary operating fund of the government. It accounts for all financial resources except those required or elected to be accounted for in another fund.

Special Revenue Funds

These funds account for specific revenue sources that are restricted or committed to expenditures for specified purposes of the government. As of December 31, 2025, the special revenue funds are Hotel Motel Tax/Tourism, Coal Mine Trail Fund, and Police 3/10’s Revenue.

CITY OF CLE ELUM
MCAG #0463
Notes to the Financial Statements
For the Year Ended December 31, 2025

Capital Projects Funds

These funds account for financial resources which are restricted, committed, or assigned for the acquisition or construction of capital facilities or other capital assets. As of December 31, 2025, the capital project fund is Real Estate Excise Tax (REET 1 and 2) Revenue.

PROPRIETARY FUND TYPES:

Enterprise Funds

These funds account for operations that provide goods or services to the general public and are supported primarily through user charges. The funds are Water, Sewer, Garbage, Airport, and Stormwater.

FIDUCIARY FUND TYPES:

Fiduciary funds account for assets held by the government in a trustee capacity or as a custodian on behalf of others.

Custodial Funds

These funds are used to account for assets that the government holds on behalf of others in a custodial capacity. The funds are the Pangrazi Memorial and State Agency.

B. Basis of Accounting and Measurement Focus

Financial statements are prepared using the cash basis of accounting and measurement focus. Revenues are recognized when cash is received, and expenditures are recognized when paid.

In accordance with state law, the city also recognizes expenditures paid during twenty days after the close of the fiscal year for claims incurred during the previous period.

C. Cash and Investments

It is the city's policy to invest all temporary cash surpluses. The interest on these investments is deposited into the general fund per Ordinance 1717. For further information See Note 4, *Deposits and Investments*.

D. Capital Assets

Capital assets are assets with an initial individual cost of more than \$5,000.00 and an estimated useful life in excess of one year. Capital assets and inventory are recorded as capital expenditures when purchased.

E. Compensated Absences

For non-union employees, vacation leave may accumulate up to 300 hours and is payable upon separation or retirement. Sick leave may accumulate indefinitely. Upon separation or retirement employees do receive payment for unused sick leave paid out to the employee's VEBA account at 25% of the accrued unused sick leave with a cap of 240 hours. Payments are recognized as expenditures when paid.

Per the Police Union Contract with Teamsters Local #760, union employees' vacation leave may accumulate up to 300 hours upon separation or retirement. If the city has rejected a leave request on hours over 300 at year end, the

CITY OF CLE ELUM
MCAG #0463
Notes to the Financial Statements
For the Year Ended December 31, 2025

employee shall be paid for these extra hours at straight-time pay in January. Sick leave may accumulate up to 1,056 hours. Upon separation or retirement employees do receive payment for unused sick leave paid out to the employee’s VEBA account at 25% of the accrued unused sick leave with a cap of 240 hours. Compensation hours can accumulate up to 110 hours and are also paid out upon separation or retirement. Payments are recognized as expenditures when paid.

The Public Works Clerical Union Contract with Teamsters Local #760, union employees’ vacation leave may accumulate up to 240 hours and is payable upon separation or retirement. Sick leave may accumulate up to 1,056 hours. Upon separation or retirement employees do receive payment for unused sick leave paid out to the employee’s VEBA account at 25% of the accrued unused sick leave with a cap of 240 hours. Compensation hours can accumulate up to 100 hours and are also paid out upon separation or retirement. Payments are recognized as expenditures when paid.

The city sick leave policy is paid out as stated above but a historical calculation was used for each group above from 2021 to 2025.

F. Liabilities

See Note 7 - Long Term Liabilities. See also Note 11 – Going Concern, Note 12 – Subsequent Event, Note 13 - Other Post Employment Benefits, and Note 14 - Pension Liability

G. Leases and Subscription Based Information Technology Arrangements (SBITA)

All leases are reported as liabilities and all SBITAs are reported as liabilities. For more information, see Note 6 – Leases.

H. Restricted and Committed Portion of Ending Cash and Investments

Beginning and Ending Cash and Investments are reported as restricted or committed when it is subject to restrictions on use imposed by external parties or due to internal commitments established by the city council, granting agencies and RCW’s. When expenditures that meet restrictions are incurred, the city intends to use the most restricted resources first.

Restrictions and commitments of Ending Cash and Investments consist of:

Fund	Portion of Ending Balance Restricted	Portion of Ending Balance		Description of Restriction or Commitment
		Committed	Combined	
General		\$206,040	\$206,040	Fire Truck Res 2018-027/Cemetery and Cemetery Endowment 2018-027 and Ordinance 1409
TIB Grants	17,224		17,224	State Grants
Police 3/10’s	61,871	-	61,871	Resolution 2013-004
Tourism Fund	190,519	-	190,519	RCW 67.28.1816

CITY OF CLE ELUM
MCAG #0463
Notes to the Financial Statements
For the Year Ended December 31, 2025

Coal Mine Trail		42,297	42,297	Ordinance #1043
REET	986,969	-	986,969,	RCW 82.46
Water	175,000	-	175,000	Columbia Bank Loan Reserve
Sewer	75,000	-	75,000	Columbia Bank Loan Reserve
<i>Totals</i>	\$1,506,583	\$248,337	\$1,754,920	

Note 2 – Accounting Changes and Error Corrections

The city changed how it presents capital grants moving from 101 Street Fund to 309 Capital Project Fund.

1. CDBG Stafford Ave Corridor Imp revenues \$1,232,772 and expenses \$1,229,640.
2. DOT STBG – 1st St. Phase 3 Revitalization revenues \$1,236,501 and expenses \$1,201,131

Note 3 – Budget Compliance

The city adopts annual appropriated budgets for all funds. These budgets are appropriated at the fund level. The budget constitutes the legal authority for expenditures at that level. Annual appropriations for these funds lapse at the fiscal year end.

Annual appropriated budgets are adopted on the same basis of accounting as used for financial reporting.

The appropriated and actual expenditures for the legally adopted budgets were as follows:

Fund/Department	Final Appropriated Amounts	Actual Expenses	Variance
001 - Current Expense/General Fund	\$8,513,463	\$6,913,455	1,600,008
101 - Street Fund	4,592,912	1,383,762	3,209,150
104 - Police 3/10's Sales Tax Fund	409,993	295,969	114,024
106 - Tourist/Lodging Tax Fund	692,000	291,874	400,126
110 - Coal Mine Trail Fund	46,620	3,651	42,969
309 - REET Excise Tax/Capital Projects Fund	3,482,500	2,562,105	920,395
401 - Water Fund	4,175,434	2,569,084	1,606,350
402 - Garbage Fund	1,252,950	1,113,869	139,081
403 - Airport Fund	122,000	10,240	111,760
408 - Stormwater Fund	64,250	290	63,960
409 - Sewer Fund	4,320,909	2,209,142	2,111,767
630 - Pangrazi Memorial Fund	13,600	1,225	12,375
698 - State Agency Fund	48,100	42,680	5,420
TOTALS	\$27,734,731	\$17,397,346	\$10,337,385

CITY OF CLE ELUM

MCAG #0463

Notes to the Financial Statements

For the Year Ended December 31, 2025

The City adopts budgets for the General Fund, various property developer tracking funds, Street Operating and Construction Funds, Water Operating and Construction Funds, Sewer Operating and Construction Funds. These funds are not reported separately on the financial statements, but in the General Expense, Street, Water, and Sewer Funds respectively.

Fund/Department	Final Appropriated Amounts	Actual Expenses	Variance
Current Expense/General Fund	\$6,012,465	\$4,917,850	\$1,094,615
UKC Recreation Center	238,095	133,971	104,124
City Heights WCIA Settlement Agreement 2023	559,266	587,049	(27,783)
Central Cascades/Weis Land CRA 2009-01 Devel. Fund	10,280	0	10,280
Cle Elum Pines West Devel. Fund	1,502	0	1,502
Sun Communities CRA 2018-01 Devel. Fund	65,070	15,399	49,671
MVOLLC/Prium CRA 2005-02 Devel. Fund	6,335	0	6,335
Whispering Pines Devel. Fund	5,000	0	5,000
City Heights CRA 2020-01 Devel. Fund	70,000	1,086	68,914
Fowler Creek Trails Deneen Developer Fund	15,250	0	15,250
Blue Fern Development DA 2024-002/CRA 2024-01,03	1,360,000	1,144,682	215,318
Wildwood Ranch Devel. DA 2024-001 /CRA 2024-02	120,200	64,712	55,488
Teaway Court/Hopesource Devel. Fund	50,000	48,706	1,294
Total 001 - Current Expense/General Fund	\$8,513,463	\$6,913,455	\$1,600,008
Street Fund	2,331,113	617,235	1,713,878
TIB Complete Streets Grant	2,261,799	766,527	1,495,272
Total 101 - Street Fund	\$4,592,912	1,383,762	3,209,150
Water Fund	1,493,959	1,304,702	189,257
Water Regional Fund	2,233,000	933,409	1,299,591
Water Capital Reserve Fund	448,475	330,973	117,502
Total 401 - Water Fund	\$4,175,434	\$2,569,084	\$1,606,350
Sewer Fund	1,741,909	972,079	769,830
Sewer Regional Fund	1,788,000	873,046	914,954
Sewer Capital Reserve Fund	791,000	364,017	426,983
Total 409 - Sewer Fund	\$4,320,909	2,209,142	2,111,767

Budgeted amounts are authorized to be transferred between departments within any fund; however, any revisions that alter the total expenditures of a fund, or that affect the number of authorized employee positions, salary ranges, hours, or other conditions of employment must be approved by the city's legislative body.

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The 2025 budget was amended by Ordinance #1701 on July 22, #1712 on October 28, and #1715 on November 25, 2025, for an amount of \$3,062,335. Some of the adjustments were for new grants, Upper Kittitas County Rec Center, WCIA insurance settlement attorney fees, garbage fees, and larger developer fees.

This budget compliance table includes ending fund balances as part of the final appropriated amounts. These amounts are part of the variance between actual expenses and adopted appropriations, and correspond to their C4 and C5 ending balances.

Note 4– Deposits and Investments

Investments are reported at original cost or fair value. Deposits and investments by type on December 31, 2025, are as follows:

Type of Deposit or Investment	City Deposits and Investments	Deposits & investments held by the city as custodian for other local governments, individuals, or private organizations.	Combined
Bank Deposits (FMV)	\$5,628,183	\$17,326	\$5,645,509
Cash On Hand	915		915
2 Year Government Bond (Cost)	2,484,905		2,484,905
<i>Totals</i>	\$8,114,003	\$17,326	\$8,131,329

It is the city's policy to invest all temporary cash surpluses. The interest on these investments is deposited to the General Fund per Ordinance 1717.

Custodial Credit Risk

Custodial credit risk for deposits is the risk that, in event of a failure of a depository financial institution, the city would not be able to recover deposits or would not be able to recover collateral securities that are in possession of an outside party. The city's deposits are mostly covered by federal depository insurance (FDIC) or by collateral held in a multiple financial institution collateral pool administered by the Washington Public Deposit Protection Commission (PDPC).

All investments are insured, registered, or held by the city or its agent in the government's name.

Note 5 – Joint Ventures, Component Units, and Related Parties

1. **Upper Kittitas County Regional Water Treatment Plant**

The City of Cle Elum owns and operates a Regional Water Supply System (WSS) to supply potable water to the City of Cle Elum, its Urban Growth Area, and neighboring communities consisting of:

- Town of South Cle Elum.
- Suncadia Master Planned Resort.

In June 2001, the Water Supply System Project Development Agreement was executed identifying the project phases,

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cost responsibilities of Suncadia (then Trendwest), and reimbursement charges.

The City of Cle Elum is responsible for operation, maintenance, and upkeep of the Water Supply System to provide a reliable Water Supply Service to the Town of South Cle Elum, and the Suncadia Master Planned Resort as wholesale customers.

Upper Kittitas County Regional Wastewater Treatment Plant

The Upper Kittitas County Regional Wastewater Treatment Plant (WWTP) is owned and operated by the City of Cle Elum to treat wastewater flows from the City of Cle Elum, its Urban Growth Area, and neighboring communities consisting of:

- Town of South Cle Elum.
- City of Roslyn.
- Unincorporated community of Ronald northwest of Roslyn along State Route 903.
- Pineloch Sun III development within the Ronald UGA.
- Suncadia Master Planned Resort.

In 2002, the Upper Kittitas County Regional Wastewater Treatment Facilities Project Agreement and Development Agreement was initiated, and in June 2008, the fourth amendment to this agreement was executed. Section 8 of the agreement defines the regional governance of the WWTP. A portion of some the governance parameters is listed below from this agreement:

- The city of Cle Elum shall be responsible for the operation, maintenance and upkeep of the Regional Elements and compliance with the City's NPDES permit.
- Title to the Regional Elements, including all facilities, improvements, permits, supplies, materials, equipment, fixtures, and other property of whatsoever kind or nature that is included in the Regional Elements, whether incorporated therein, shall be, and remain, in the City of Cle Elum. Title to the parcels of land on which the upgraded wastewater treatment plant discussed in the Facilities Plan is constructed is now, and shall remain, in the City of Cle Elum.
- Each Party shall own title to its Capacity Share as a separate property interest as set forth in Section 3.
- A Regional Sewer Committee shall be composed of four voting representatives, one from Cle Elum, one from South Cle Elum, one from Roslyn, and one from the utility provider for Suncadia's MPR properties.
- The Committee shall select its chair and such other officers, shall fix a time and place for meetings, and shall establish such rules and procedures as it deems appropriate, provided that the Committee meets at least quarterly.
- A quorum of three voting members must be present before the chair can recognize a call for a vote on the Committee.
- Motions shall be passed by a simple majority of voting members present at the meeting.
- The Committee's action on all motions shall be in the form of a recommendation to Cle Elum. Cle Elum and the other Parties will give good faith consideration to a recommendation of the Committee when it acts related to the subject matter of the recommendation. Committee recommendations will be advisory only to Cle Elum and the other Parties.
- Cle Elum will submit to the Regional Sewer Committee all proposed and final budgets, contracts, rules, and regulations, plans for additions or betterments, and other matters it deems appropriate for the Committee requests relating to the Regional Elements.

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- At least thirty (30) days prior to a committee meeting in the third quarter meeting of each year, Cle Elum will submit the proposed annual operating budget and related expense information to the Committee for its review, which review will be done promptly.
- All Parties will submit to the Regional Sewer Committee annually and at other times when requested, all data relating to water consumption, sewage discharge, sewer connections and Residential Customer Equivalents, the total annual amount of capital reimbursement charge payments collected and reimbursed to Suncadia pursuant to Section 2.2, sewage quality, plans for additions or betterments to local Collection Facilities, and other information relating to the Regional Facility.
- The Regional sewer Committee shall also annually calculate the total amount capital reimbursement charge payments that were collected and reimbursed to Suncadia pursuant to Section 2.2, since Cle Elum accepted the Regional Elements, as well as the outstanding balance necessary to completely reimburse Suncadia for 44% of its expenditures under Sections 2.1.3, 2.1.4, and 2.1.5 above.

2. Related Party Transactions

The City of Cle Elum has one councilmember with a business where computer supplies are purchased. In 2025 the total purchases were \$1,389.

Note 6 – Leases

The City maintains the following leases through December 31, 2025:

Contract Description	Classification	Payment	Frequency	Term in Years	Cancellation option
Police Huntington Cameras 2021	Lease	2,650	Monthly	5	Non-Cancelable
Police 4 Cameras 2023	Lease	793	Monthly	5	Non-Cancelable
Police HZOO Postage Meter 2023	Lease	81	Quarterly	5	Non-Cancelable
City Hall Postage Meter 2021	Lease	519	Quarterly	5	Non-Cancelable
Public Works Vactor Truck 2023	Lease	116,030	Annually	5	Non-Cancelable
City Hall Library/PW/New Copier 2023	Lease	576	Monthly	5	Non-Cancelable
Library Equipment & Internet 2024	Lease	1,000	Annually	4	Non-Cancelable

The total amount paid for leases in 2025 was \$163,213. As of December 31, 2025, the future lease payments are as follows:

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Year ended December 31	Total
2026	\$213,656
2027	188,156
2028	49,791
2029	42,479
2030	41,479
<i>Total</i>	\$535,561

The leases of the city include a police postage meter and in-car cameras. City hall leases include the postage meter and copier. The library and public works each have a copier lease, public works has a vactor truck lease, and the library also has equipment and internet leases.

The Police Department maintains one SBITA: Leads Software. Both parties have to agree to terminate the lease. The City’s Water Fund maintains two SBITA’s: Win911 Pro and Flex Credits Software (both are 3 year non-cancelable). These are all paid annually. The total minimum payments for the City are as follows:

Year ended December 31	Total
2026	18,527
<i>Total</i>	\$18,527

Note 7 – Long-Term Liabilities

The Accompanying Schedule of Liabilities provides details of the outstanding debt and liabilities of the city and summarizes the city’s debt transactions for the year ended December 31, 2025.

The debt service requirements for general obligation bonds and revenue bonds are as follows:

	Principal	Interest	Total
2026	\$562,934	86,455	649,389
2027	382,970	68,674	451,644
2028	388,969	60,179	449,148
2029	394,969	51,467	446,436
2030	400,969	42,540	443,509
2031-2035	1,298,044	97,370	1,395,414
2036-2040	747,845	39,935	787,780
2041-2043	448,707	7,987	456,694
<i>Totals</i>	\$4,625,407	454,607	\$5,080,014

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Compensated Absences

During the year ended December 31, 2025, the following changes occurred in compensated absences:

Beginning Balance 12/1/25 = \$529,491
Additions in 2025 = \$87,198
Ending Balance 12/31/25 = \$616,689

Note 8 - Regional Agreements

In 2000 the City of Cle Elum entered into an interlocal agreement for Law Enforcement Services with City of Roslyn, which is administered and managed by the City of Cle Elum. In addition to law enforcement services, animal control services are provided.

Note 9 - Downtown Revitalization Project

Brief Project Description: In 2017, the City of Cle Elum initiated a Downtown Revitalization effort to enhance the appearance of 1st Street (Main Street), increase economic growth and vitality, and create a safe walkable streetscape consistent with their Complete Streets Ordinance. Stakeholders, business and property owners, residents, the public, Planning Commission and City Council provided valuable input throughout the planning process, and as a result in June 2017, the City Council unanimously adopted the Preferred Alternative by Resolution. This Alternative established a conceptual plan for street and parking configuration, streetscape amenities, and landscape improvements for First Street.

To implement the Plan, the corridor project was separated into three succinct phases:

- Phase 1 – Peoh Avenue and SR 903 (First Street) Intersection Improvements;
- Phase 2 – First Street Stormwater Improvements and Billings Avenue to Oakes Avenue Improvements; and
- Phase 3 – Downtown Revitalization including First Street pedestrian and street improvements.

Since adopting the Preferred Alternative in 2017, approximately \$14.5 million in funding has been secured from 25 sources, including local, state, and federal programs; CDBG/Department of Commerce, Washington State Department of Transportation (multiple), United States Department of Agriculture Rural Development, Transportation Improvement Board (multiple), Kittitas County Council of Governments (multiple years) and a Department of Commerce/Public Works Board loan. In addition, the city secured a line of credit with Umpqua Bank for a Limited Tax Obligation Bond not to exceed \$7,000,000.

Phase 1 was completed in December 2018, and constructed all storm water, sidewalk, and roadway improvements at the First Street and Peoh Avenue Intersection.

Phase 2 was completed in August 2021, constructing all storm water improvements for the entire six block project corridor, as well as sidewalk and roadway improvements at the First Street and Billings Avenue intersection and the north block from Billings Avenue to Oakes Avenue.

Phase 3 construction was split into three phases commensurate with the available funding and as described below.

The City secured six grants in 2021 and 2022 to construct the Phase 3A and 3B project segments. To improve economy of scale and bidder interest, and to reduce administrative costs, both phases were constructed under one First

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Street revitalization project. The combined First Street Downtown Revitalization Phases 3A and 3B project included improvements on the south side of First Street between Billings Avenue and Oakes Avenue, intersection improvements to the northwest, southwest, and northeast corners of the First Street and Oakes Avenue intersection, improvements on the north side of First Street between Oakes Avenue and Pennsylvania Avenue, improvements on the north side of First Street between Pennsylvania Avenue and Harris Avenue, and intersection improvements to the northwest corner of the First Street and Harris Avenue intersection. The project also included an overhead to underground conversion of utilities along Harris Avenue, such that the overhead crossings on First Street are eliminated. This phase was completed in 2023.

The city secured two grants in 2023 to construct the Phase 3C project segment. This phase included the south side of First Street between Pennsylvania Avenue and Harris Avenue, and was constructed in 2023, with physical completion in 2024.

The final phase including completion of all remaining blocks between Oakes Avenue and Peoh Avenue began in spring 2024. Construction completion is planned in the spring of 2026 when the winter weather suspension is lifted and final plantings can be installed. This was made possible by securing a Federal Highway Administration Redistribution grant for \$6.4 million, and securing a TIB Small City Arterial Program grant for \$1 million, both in 2023.

Downtown revitalization improvements include new bulb-outs at each intersection, mid-block crosswalks, 30-degree angled parking, pavement markings with reduced lane widths, street signage with decorative pole provisions, curb and gutter, wide sidewalks with scoring patterns, ADA curb ramps, pedestrian and street illumination, including fixture accessories such as flag holders, banner supports, and hanging basket brackets, undergrounding utilities, planters with trees, shrubs, and power outlets, irrigation system, and site furnishings, including benches, bike racks, relocating existing coal carts, and trash receptacles.

Note 10 - Upper Kittitas County Community Center

In adherence to Section (A) of the 2002 Bullfrog UGA Development agreement, the City of Cle Elum presents an update on the Upper Kittitas County Community Center project. Per the agreement, 12 acres are allocated for a community center, overseen by the Upper Kittitas County Community Recreation Center Alliance.

The vision is to construct a facility using funds secured from Suncadia and supplemented by private donations and grants. The center will be community-designed and maintained. The city continues to prioritize community involvement, secure funding, and finalize plans for the Community Center, ensuring accessibility for all residents. The City of Cle Elum remains committed to the development of the Upper Kittitas County Community Center, fostering unity and enrichment for our community.

In 2021, the city received \$2,000,000 from Sun Communities for the Suncadia obligation, marking a significant milestone. This was expensed over the next several years through the beginning of 2025.

Note 11 – Going Concern

The city recently concluded an arbitration related to a dispute under a 2011 development agreement regarding the processing of land use permits for property within the proposed City Heights development. The City Heights developer sought damages for breach of contract and tort liability. On November 5, 2024, the Arbitrator awarded the developer \$22,230,175.00 in damages plus interest, which is reported on the Schedule of Liabilities. The city filed for bankruptcy on June 24, 2025. A Judge will make the final decision on the amount to be paid.

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On January 22, 2025, a supplemental arbitration award for attorney fees was issued against the city in total an amount of \$2,316,548.58 and bearing interest at a rate of 12% per annum. Both of these awards were converted to judgments against the city.

Two bank accounts were garnished, Umpqua Bank and U.S. Bank for \$232,000 each in May 2025 without prior notice to City Council, which caused significant operational disruptions and left the city with no alternative but to seek protection through the federal bankruptcy process. U.S. Bank did not deduct the funds from the bank account but froze the funds so not available to use.

While the city has maintained current payments on its general financial obligations, one legal judgment against the city made it impossible to continue meeting all financial commitments.

- By the time of the bankruptcy filing in June 2025, the total debt from this judgment had grown to over \$26 million, accruing interest at a rate of 12% per year.
- State law prohibits the city from borrowing funds in amounts necessary to pay this judgment, and the city does not have available resources sufficient to satisfy it.

Note 12 – 2026 Subsequent Event – City Heights

City Heights is challenging the bankruptcy. The hearing is the first week in May. The judge should have a decision by the end of May.

Financial Outlook

The CHH judgment created an obligation far beyond the city's ability to pay, making Chapter 9 protection necessary to preserve essential services and ensure fairness to all creditors.

Current Operations and Future Planning

Despite the bankruptcy filing, the city continues to operate normally. All municipal services — including police, fire, utilities, and public works — are functioning as usual, and the city remains current on all post-petition obligations.

Looking forward, the city is:

- Exploring potential revenue enhancements, such as voter-approved measures.
- Evaluating possible surplus property sales to strengthen financial stability.
- Developing a Plan of Adjustment that will outline how debts, including the CHH judgment, will be resolved.

At this early stage, it is not yet possible to estimate financial gains or adjustments that may result from the Plan. Negotiations and court proceedings will determine those outcomes over time.

Commitment to Services and Governance

We want to reassure our community that:

- No reduction in city services or staffing is currently anticipated.
- There are no plans to dissolve or terminate the City government.
- Public safety and essential operations remain fully funded and active.

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Next Steps and Public Access

A proposed Plan of Adjustment is not yet available but is expected in 2026. The Bankruptcy Court originally set a deadline of March 31, 2026, for the city to submit the plan, but as noted above, City Heights challenged the bankruptcy in 2026 for a hearing the first week of May. Once the Plan of Adjustment is filed, it will be accessible online at:

- cases.stretto.com/cleelum
- Through the federal PACER court records system

Our Commitment to Transparency

The City of Cle Elum remains dedicated to open communication and financial integrity throughout this process. We appreciate your patience, understanding, and continued trust as we work to place our city on a stronger and more sustainable path.

If you have questions or wish to learn more, please visit the city’s website or contact the city.

Note 13 – Other Postemployment Benefits (OPEB Plans)

The LEOFF I Retiree Medical Plan is a closed, single-employer, defined-benefit OPEB plan administered by the city. The plan pays for 100% of eligible retirees’ healthcare costs on a pay-as-you-go basis. As of December 31, 2025, the plan had 1 member, a retiree. As of December 31, 2025, the City of Cle Elum’s total OPEB liability was \$407,539 as calculated using the alternative measurement method. For the year ended December 31, 2025, the City of Cle Elum paid \$23,233 in benefits.

The City of Cle Elum administers a supplemental health plan for a LEOFF 1 retiree which is a defined benefit plan. The total cost for 2025 was \$6,837 and is through United Health Care Insurance. The retiree passed away in 2026.

In addition, the city administers a long-term care plan for this retiree which is also a defined benefit plan. The total cost for this plan for 2025 was \$16,396 and is through New York Life Insurance Company.

Fiscal Year 2025	
Number of Retired Plan Member	1
Benefits Paid	\$23,233
*Total OPEB Liability	\$407,539

*Measured Using the Alternative Measurement Method

The City of Cle Elum administers the health retirement account, HRA VEBA, a defined contribution plan for 29 active employees. The total cost for this plan for 2025 was \$94,330.

Sick leave is paid out at 25% to the HRA VEBA account upon separation or retirement.

Plan	Adminstrator	Type (DBP or DCP)	Description of Plan	# Of Active Employees	# Of Retired Employees	Employer Contribution
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Leoff 1 Supplemental Health	New York Life	DBP	Long Term Care	0	1	\$16,396
Leoff 1 Long Term Care	United Health Care	DBP	Supplemental Health	0	1	\$6,837
Voluntary Employees' Beneficiary Association	One Bridge Benefits	DCP	HRA VEBA	37	0	\$94,330
TOTAL LIABILITY						\$117,563

Note 14 – Pension Plans

Substantially all the city's full-time and qualifying part-time employees participate in the following statewide retirement systems administered by the Washington State Department of Retirement Systems (DRS), under cost-sharing, multiple-employer public employee defined benefit and defined contribution retirement plans PERS and LEOFF.

The State Legislature establishes, and amends, laws pertaining to the creation and administration of all public retirement systems.

The Department of Retirement Systems, a department within the primary government of the State of Washington, issues a publicly available Annual Comprehensive Financial Report (ACFR) that includes financial statements and required supplementary information for each plan. The DRS ACFR may be obtained by writing to:

Department of Retirement Systems
 Communications Unit
 P.O. Box 48380
 Olympia, WA 98540-8380

The DRS ACFR may be downloaded from the DRS website at www.drs.wa.gov.

The city also participates in the Volunteer Fire Fighters' and Reserve Officers' Relief and Pension Fund (VFFRPF) administered by the State Board for Volunteer Fire Fighters and Reserve Officers. Detailed information about the plan is included in the State of Washington ACFR available from the Office of Financial Management website at www.ofm.wa.gov.

On June 30, 2025, (the measurement date of the plans), the city's proportionate share of the collective net pension liabilities, as reported on the Schedule of Liabilities (09), was as follows:

Plan Type	Employer Contributions	Allocation Percentage	Plan Liability / Asset	NPL	NPA
PERS 1 UAAL	\$33,142	0.006011%	1,178,996,000	\$70,869	
PERS 2/3	82,169	0.007742%	(3,816,176,000)		\$(295,448)

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LEOFF 1	0	0.001113%	(3,168,536,000)	(35,266)
LEOFF 2	\$59,234	0.021727%	(1,937,517,000)	(420,964)
VFFRPF	0	0.0900000%		(33,137)
			Totals	\$70,869 \$(784,815)

LEOFF Plan 1

The city also participates in LEOFF Plan 1. The LEOFF Plan 1 is fully funded, and no further employer contributions have been required since June 2000. If the plan becomes underfunded, funding of the remaining liability will require new legislation. Starting on July 1, 2000, employers and employees contribute zero percent.

LEOFF Plan 2

The city also participates in the LEOFF Plan 2. The Legislature, by means of a special funding arrangement, appropriates money from the state general fund to supplement the current service liability and fund the prior service costs of Plan 2 in accordance with the recommendations of the Pension Funding Council and the LEOFF Plan 2 Retirement Board. This special funding situation is not mandated by the state constitution and could be changed by statute.

Note 15 - Property Tax

The county treasurer acts as an agent to collect property tax levied in the county for all taxing authorities. Collections are distributed after the end of each month.

Property tax revenues are recognized when cash is received by the city. Delinquent taxes are considered fully collectible because a lien affixes to the property after tax is levied.

Levy Type	Per \$1000	Assessed Valuation	Amount
2025 Regular Levy	.917046	\$656,397,624	\$601,947
Fire Department Maintenance and Operation Levy (11/3/20)	0.50	\$656,397,624	\$328,199

Note 16 – Risk Management

Health and Welfare

The City of Cle Elum is a member of the Association of Washington Cities Employee Benefit Trust Health Care Program (AWC Trust HCP). Chapter 48.62 RCW provides that two or more local government entities may, by Interlocal agreement under Chapter 39.34 RCW, form together or join a pool or organization for the joint purchasing of insurance, and/or joint self-insurance, to the same extent that they may individually purchase insurance or self-insure.

An agreement to form a pooling arrangement was made pursuant to the provisions of Chapter 39.34 RCW, the

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Interlocal Cooperation Act. The AWC Trust HCP was formed on January 1, 2014, when participating cities, towns, and non-city entities of the AWC Employee Benefit Trust in the State of Washington joined together by signing an Interlocal Governmental Agreement to jointly self-insure certain health benefit plans and programs for participating employees, their covered dependents, and other beneficiaries through a designated account within the Trust.

As of December 31, 2025, 271 cities/towns/non-city entities participate and have enrollment in the AWC Trust HCP.

The AWC Trust HCP allows members to establish a program of joint insurance and provides health and welfare services to all participating members.

In April 2020, the Board of Trustees adopted a large employer policy, requiring newly enrolling groups with 600 or more employees to submit medical claims experience data to receive a quote for medical coverage. Outside of this, the AWC Trust HCP pools claims without regard to individual member experience. The pool is actuarially rated each year with the assumption of projected claims run out for all current members.

The AWC Trust HCP includes medical, dental and vision insurance through the following carriers: Kaiser Foundation Health Plan of Washington, Kaiser Foundation Health Plan of Washington Options, Inc., Regence BlueShield, Asuris Northwest Health, Delta Dental of Washington, Willamette Dental Group, and Vision Service Plan. Eligible members are cities and towns within the State of Washington. Non-city Entities (public agency, public corporation, intergovernmental agency, or political subdivision within the State of Washington) are eligible to apply for coverage into the AWC Trust HCP, submitting application to the Board of Trustees for review as required in the Trust Agreement.

Participating employers pay monthly premiums to the AWC Trust HCP. The AWC Trust HCP is responsible for payment of all covered claims. In 2025, the AWC Trust HCP purchased medical stop loss insurance for Regence/Asuris and Kaiser plans at an Individual Stop Loss (ISL) of \$2 million through United States Fire Insurance Company. The aggregate policy is for 200% of expected medical claims.

Participating employers contract to remain in the AWC HCP for a minimum of three years. Participating employers with over 250 employees must provide written notice of termination of all coverage a minimum of 12 months in advance of the termination date, and participating employers with under 250 employees must provide written notice of termination of all coverage a minimum of 6 months in advance of termination date. When all coverage is being terminated, termination will only occur on December 31. Participating employers terminating a group or line of coverage must notify the AWC Trust HCP a minimum of 60 days prior to termination. A participating employer's termination will not obligate that member to past debts, or further contributions to the AWC Trust HCP. Similarly, the terminating member forfeits all rights and interest to the AWC Trust HCP Account.

The operations of the Health Care Program are managed by the Board of Trustees or its delegates. The Board of Trustees is comprised of four regionally elected officials from Trust member cities or towns, the Employee Benefit Advisory Committee Chair and Vice Chair, and two appointed individuals from the AWC Board of Directors, who are from Trust member cities or towns. The Trustees or its appointed delegates review and analyze Health Care Program related matters and make operational decisions regarding premium contributions, reserves, plan options and benefits in compliance with Chapter 48.62 RCW. The Board of Trustees has decision authority consistent with the Trust Agreement, Health Care Program policies, Chapter 48.62 RCW, and Chapter 200-110-WAC.

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The accounting records of the AWC Trust HCP are maintained in accordance with methods prescribed by the State Auditor's office under the authority of Chapter 43.09 RCW. The AWC Trust HCP also follows applicable accounting standards established by the Governmental Accounting Standards Board ("GASB"). In 2018, the retiree medical plan subsidy was eliminated, and is noted as such in this report for the fiscal year ending December 31, 2018. Year-end financial reporting is done on an accrual basis and submitted to the Office of the State Auditor as required by Chapter 200-110 WAC. The audit report for the AWC Trust HCP is available from the Washington State Auditor's office.

Liability Insurance

The City of Cle Elum is a member of the Washington Cities Insurance Authority (WCIA). Utilizing Chapter 48.62 RCW (self-insurance regulation) and Chapter 39.34 RCW (Inter Local Cooperation Act), nine cities originally formed WCIA on January 1, 1981. WCIA was created for the purpose of providing a pooling mechanism for jointly purchasing insurance, jointly self-insuring, and / or jointly contracting for risk management services. As of December 31, 2025, WCIA has a total of 168 Members.

New members initially contract for a three-year term, and thereafter automatically renew on an annual basis. A one-year withdrawal notice is required before membership can be terminated. Termination does not relieve a former member from its unresolved loss history incurred during membership.

Liability coverage is written on an occurrence basis, without deductibles. Coverage includes general, automobile, police, errors or omissions, stop gap, employment practices, prior wrongful acts, and employee benefits liability. Limits are \$4 million per occurrence in the self-insured layer, and \$16 million in limits above the self-insured layer is provided by reinsurance. Total limits are \$20 million per occurrence subject to aggregates and sublimits. The Board of Directors determines the limits and terms of coverage annually. The City of Cle Elum's deductibles are \$25,000 for property and \$1,000 for automobile.

All Members are provided a separate cyber risk policy and premises pollution liability coverage group purchased by WCIA. The cyber risk policy provides coverage and separate limits for security & privacy, event management, and cyber extortion, with limits up to \$1 million and subject to member deductibles, sublimits, and a \$5 million pool aggregate. Premises pollution liability provides Members with a \$2 million incident limit and \$10 million pool aggregate subject to a \$100,000 per incident Member deductible.

Insurance for property, automobile physical damage, fidelity, inland marine, and equipment breakdown coverage are purchased on a group basis. Various deductibles apply by type of coverage. Property coverage is self-funded from the members' deductible to \$1,000,000, for all perils other than flood and earthquake, and insured above that to \$400 million per occurrence subject to aggregates and sublimits. Automobile physical damage coverage is self-funded from the members' deductible to \$250,000 and insured above that to \$100 million per occurrence subject to aggregates and sublimits.

In-house services include risk management consultation, loss control field services, and claims and litigation administration. WCIA contracts for certain claims investigations, consultants for personnel and land use issues, insurance brokerage, actuarial, and lobbyist services.

WCIA is fully funded by its members, who make annual assessments on a prospectively rated basis, as determined by an outside, independent actuary. The assessment covers loss, loss adjustment, reinsurance, and other administrative

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expenses. As outlined in the interlocal, WCIA retains the right to additionally assess the membership for any funding shortfall.

An investment committee, using investment brokers, produces additional revenue by investment of WCIA's assets in financial instruments which comply with all State guidelines.

A Board of Directors governs WCIA, which is comprised of one designated representative from each member. The Board elects an Executive Committee and appoints a Treasurer to provide general policy direction for the organization. The WCIA Executive Director reports to the Executive Committee and is responsible for conducting the day to day operations of WCIA.

Unemployment Self-Insured Coverage

The City of Cle Elum in the past was considered self-insured for unemployment coverage. In 2025, the city is no longer self-insured but assuming the risk.

City of Cle Elum

Schedule 01

For the year ended December 31, 2025

MCAG	Fund #	Fund Name	BARS Account	BARS Name	Amount
0463	001	Current Expense/General Fund	3084100	Committed Cash and Investments - Beginning	\$129,733
0463	001	Current Expense/General Fund	3084100	Committed Cash and Investments - Beginning	\$16,297
0463	001	Current Expense/General Fund	3085100	Assigned Cash and Investments - Beginning	\$39,309
0463	001	Current Expense/General Fund	3085100	Assigned Cash and Investments - Beginning	\$5,128
0463	001	Current Expense/General Fund	3085100	Assigned Cash and Investments - Beginning	\$15,180
0463	001	Current Expense/General Fund	3085100	Assigned Cash and Investments - Beginning	\$3,361
0463	001	Current Expense/General Fund	3085100	Assigned Cash and Investments - Beginning	\$10,000
0463	001	Current Expense/General Fund	3085100	Assigned Cash and Investments - Beginning	\$114,280
0463	001	Current Expense/General Fund	3085100	Assigned Cash and Investments - Beginning	\$32,601
0463	001	Current Expense/General Fund	3085100	Assigned Cash and Investments - Beginning	\$19,327
0463	001	Current Expense/General Fund	3085100	Assigned Cash and Investments - Beginning	\$37,050
0463	001	Current Expense/General Fund	3085100	Assigned Cash and Investments - Beginning	\$3,000
0463	001	Current Expense/General Fund	3089100	Unassigned Cash and Investments - Beginning	\$264,554
0463	001	Current Expense/General Fund	3089100	Unassigned Cash and Investments - Beginning	(\$406,348)
0463	001	Current Expense/General Fund	3089100	Unassigned Cash and Investments - Beginning	(\$92,168)
0463	001	Current Expense/General Fund	3089100	Unassigned Cash and Investments - Beginning	(\$7,388)
0463	001	Current Expense/General Fund	3089100	Unassigned Cash and Investments - Beginning	\$504,030
0463	001	Current Expense/General Fund	3111000	Property Tax	\$716,166
0463	001	Current Expense/General Fund	3131100	Local Retail Sales and Use Tax	\$1,367,110
0463	001	Current Expense/General Fund	3137100	Criminal Justice Sales and Use Tax	\$88,849

MCAG	Fund #	Fund Name	BARS Account	BARS Name	Amount
0463	001	Current Expense/General Fund	3164100	Business and Occupation Taxes on Utilities	\$318,776
0463	001	Current Expense/General Fund	3164300	Business and Occupation Taxes on Utilities	\$39,249
0463	001	Current Expense/General Fund	3164600	Business and Occupation Taxes on Utilities	\$426
0463	001	Current Expense/General Fund	3164700	Business and Occupation Taxes on Utilities	\$22,849
0463	001	Current Expense/General Fund	3164800	Business and Occupation Taxes on Utilities	\$166,532
0463	001	Current Expense/General Fund	3164900	Business and Occupation Taxes on Utilities	\$146,592
0463	001	Current Expense/General Fund	3168100	Gambling Tax - Punch Boards and Pull Tabs	\$12,612
0463	001	Current Expense/General Fund	3181100	Admissions Tax	\$1,250
0463	001	Current Expense/General Fund	3219900	Other Business Licenses and Permits	\$52,792
0463	001	Current Expense/General Fund	3221000	Buildings, Structures and Equipment	\$165,713
0463	001	Current Expense/General Fund	3229000	Other Non-Business Licenses and Permits	\$1,056
0463	001	Current Expense/General Fund	3229000	Other Non-Business Licenses and Permits	\$750
0463	001	Current Expense/General Fund	3229000	Other Non-Business Licenses and Permits	\$500
0463	001	Current Expense/General Fund	3331660	Federal Indirect Award from Department of Justice	\$3,743
0463	001	Current Expense/General Fund	3340110	State Award from Criminal Justice Training Commission	\$5,794
0463	001	Current Expense/General Fund	3340230	State Award from Department Natural Resources	\$6,000
0463	001	Current Expense/General Fund	3340230	State Award from Department Natural Resources	\$24,910

MCAG	Fund #	Fund Name	BARS Account	BARS Name	Amount
0463	001	Current Expense/General Fund	3340230	State Award from Department Natural Resources	\$15,983
0463	001	Current Expense/General Fund	3340230	State Award from Department Natural Resources	\$7,500
0463	001	Current Expense/General Fund	3340230	State Award from Department Natural Resources	\$24,717
0463	001	Current Expense/General Fund	3340420	State Award from Department of Commerce	\$50,551
0463	001	Current Expense/General Fund	3340420	State Award from Department of Commerce	\$50,000
0463	001	Current Expense/General Fund	3340490	State Award from Department of Health	\$778
0463	001	Current Expense/General Fund	3360621	Criminal Justice - Violent Crimes/Population	\$1,000
0463	001	Current Expense/General Fund	3360626	Criminal Justice - Special Programs	\$3,194
0463	001	Current Expense/General Fund	3360642	Marijuana Excise Tax Distribution	\$15,475
0463	001	Current Expense/General Fund	3360651	DUI and Other Criminal Justice Assistance	\$223
0463	001	Current Expense/General Fund	3360694	Liquor/Beer Excise Tax	\$14,725
0463	001	Current Expense/General Fund	3370000	Local Awards, Entitlements, Tribal Government Distributions, and Other Payments	\$73,610
0463	001	Current Expense/General Fund	3370021	Local Awards, Entitlements, Tribal Government Distributions, and Other Payments	\$5,255
0463	001	Current Expense/General Fund	3377272	Local Awards, Entitlements, Tribal Government Distributions, and Other Payments	\$29,250
0463	001	Current Expense/General Fund	3413300	District/Municipal Court - Administrative Fees	\$3,600
0463	001	Current Expense/General Fund	3414200	Treasurers' Fees	\$25,216

MCAG	Fund #	Fund Name	BARS Account	BARS Name	Amount
0463	001	Current Expense/General Fund	3414200	Treasurers' Fees	\$37,194
0463	001	Current Expense/General Fund	3421000	Law Enforcement Services	\$444
0463	001	Current Expense/General Fund	3421000	Law Enforcement Services	\$466,458
0463	001	Current Expense/General Fund	3423600	Detention and Correction Services	\$7,222
0463	001	Current Expense/General Fund	3426000	Ambulance Services	\$3,350
0463	001	Current Expense/General Fund	3436000	Cemetery Sales and Services	\$54,878
0463	001	Current Expense/General Fund	3436100	Cemetery Sales and Services	\$10,447
0463	001	Current Expense/General Fund	3458100	Zoning and Subdivision Services	\$12,855
0463	001	Current Expense/General Fund	3458100	Zoning and Subdivision Services	\$133
0463	001	Current Expense/General Fund	3458100	Zoning and Subdivision Services	(\$10,000)
0463	001	Current Expense/General Fund	3458100	Zoning and Subdivision Services	\$1,168,791
0463	001	Current Expense/General Fund	3458100	Zoning and Subdivision Services	\$76,936
0463	001	Current Expense/General Fund	3458100	Zoning and Subdivision Services	\$52,821
0463	001	Current Expense/General Fund	3458100	Zoning and Subdivision Services	\$157,130
0463	001	Current Expense/General Fund	3458100	Zoning and Subdivision Services	\$942,870
0463	001	Current Expense/General Fund	3458100	Zoning and Subdivision Services	\$114,000
0463	001	Current Expense/General Fund	3458100	Zoning and Subdivision Services	\$98,247
0463	001	Current Expense/General Fund	3458100	Zoning and Subdivision Services	\$19,500
0463	001	Current Expense/General Fund	3458100	Zoning and Subdivision Services	\$135,000
0463	001	Current Expense/General Fund	3458100	Zoning and Subdivision Services	\$4,653
0463	001	Current Expense/General Fund	3458100	Zoning and Subdivision Services	\$21,053

MCAG	Fund #	Fund Name	BARS Account	BARS Name	Amount
0463	001	Current Expense/General Fund	3458100	Zoning and Subdivision Services	\$417,714
0463	001	Current Expense/General Fund	3458900	Other Planning and Development Services	\$110,078
0463	001	Current Expense/General Fund	3458900	Other Planning and Development Services	\$800
0463	001	Current Expense/General Fund	3458900	Other Planning and Development Services	\$1,600
0463	001	Current Expense/General Fund	3458900	Other Planning and Development Services	\$101,000
0463	001	Current Expense/General Fund	3458900	Other Planning and Development Services	\$9,000
0463	001	Current Expense/General Fund	3458900	Other Planning and Development Services	\$400
0463	001	Current Expense/General Fund	3458900	Other Planning and Development Services	\$3,000
0463	001	Current Expense/General Fund	3472000	Library Services	\$948
0463	001	Current Expense/General Fund	3472000	Library Services	\$1,000
0463	001	Current Expense/General Fund	3473000	Activity Fees	\$500
0463	001	Current Expense/General Fund	3531000	Traffic Infraction Penalties	\$6,674
0463	001	Current Expense/General Fund	3540000	Civil Parking Infraction Penalties	\$280
0463	001	Current Expense/General Fund	3552000	Driving Under Influence (DUI) Fines	\$1,208
0463	001	Current Expense/General Fund	3558000	Other Criminal Traffic Misdemeanor Fines	\$1,302
0463	001	Current Expense/General Fund	3569000	Other Criminal Non-Traffic Fines	\$1,700
0463	001	Current Expense/General Fund	3573300	Public Defense Cost	\$1,776
0463	001	Current Expense/General Fund	3573700	District/Municipal Court Cost Recoupments	\$886
0463	001	Current Expense/General Fund	3573700	District/Municipal Court Cost Recoupments	\$2,609
0463	001	Current Expense/General Fund	3611100	Investment Earnings	\$62,610
0463	001	Current Expense/General Fund	3611100	Investment Earnings	\$74

MCAG	Fund #	Fund Name	BARS Account	BARS Name	Amount
0463	001	Current Expense/General Fund	3611100	Investment Earnings	\$218
0463	001	Current Expense/General Fund	3611100	Investment Earnings	\$48
0463	001	Current Expense/General Fund	3614000	Other Interest	\$4,748
0463	001	Current Expense/General Fund	3614100	Other Interest	\$355
0463	001	Current Expense/General Fund	3625000	Rents and Leases	\$16,350
0463	001	Current Expense/General Fund	3625000	Rents and Leases	\$1,500
0463	001	Current Expense/General Fund	3625000	Rents and Leases	\$2,013
0463	001	Current Expense/General Fund	3625000	Rents and Leases	\$17,211
0463	001	Current Expense/General Fund	3626000	Rents and Leases	\$37,928
0463	001	Current Expense/General Fund	3691000	Sale of Surplus	\$20
0463	001	Current Expense/General Fund	3691000	Sale of Surplus	\$19,412
0463	001	Current Expense/General Fund	3691000	Sale of Surplus	\$2,342
0463	001	Current Expense/General Fund	3691000	Sale of Surplus	\$6,312
0463	001	Current Expense/General Fund	3694000	Judgments and Settlements	\$315,520
0463	001	Current Expense/General Fund	3699100	Miscellaneous Other Operating	\$870
0463	001	Current Expense/General Fund	3699100	Miscellaneous Other Operating	\$9,860
0463	001	Current Expense/General Fund	3699100	Miscellaneous Other Operating	\$150
0463	001	Current Expense/General Fund	3699100	Miscellaneous Other Operating	\$5,128
0463	001	Current Expense/General Fund	3699100	Miscellaneous Other Operating	\$1,475
0463	001	Current Expense/General Fund	3699100	Miscellaneous Other Operating	\$4,088
0463	101	Street Fund	3085100	Assigned Cash and Investments - Beginning	\$1,503

MCAG	Fund #	Fund Name	BARS Account	BARS Name	Amount
0463	101	Street Fund	3085100	Assigned Cash and Investments - Beginning	\$26,043
0463	101	Street Fund	3085100	Assigned Cash and Investments - Beginning	\$36,389
0463	101	Street Fund	3085100	Assigned Cash and Investments - Beginning	\$500
0463	101	Street Fund	3111000	Property Tax	\$179,042
0463	101	Street Fund	3131100	Local Retail Sales and Use Tax	\$151,901
0463	101	Street Fund	3224000	Street and Curb Permits	\$800
0463	101	Street Fund	3229000	Other Non-Business Licenses and Permits	\$40,729
0463	101	Street Fund	3332020	Federal Indirect Award from Department of Transportation	\$16,220
0463	101	Street Fund	3332020	Federal Indirect Award from Department of Transportation	\$596
0463	101	Street Fund	3332020	Federal Indirect Award from Department of Transportation	\$713
0463	101	Street Fund	3332020	Federal Indirect Award from Department of Transportation	\$706
0463	101	Street Fund	3332093	Federal Indirect Award from Department of Transportation	\$40,319
0463	101	Street Fund	3340230	State Award from Department Natural Resources	\$4,016
0463	101	Street Fund	3340382	State Award from Transportation Improvement Board (TIB)	\$523,018
0463	101	Street Fund	3340382	State Award from Transportation Improvement Board (TIB)	\$20,336
0463	101	Street Fund	3340382	State Award from Transportation Improvement Board (TIB)	\$162,876
0463	101	Street Fund	3340382	State Award from Transportation Improvement Board (TIB)	\$4,829

MCAG	Fund #	Fund Name	BARS Account	BARS Name	Amount
0463	101	Street Fund	3340382	State Award from Transportation Improvement Board (TIB)	\$72,692
0463	101	Street Fund	3360071	Multimodal Transportation - Cities	\$2,870
0463	101	Street Fund	3360087	Motor Vehicle Fuel Tax - City Streets	\$38,463
0463	101	Street Fund	3360695	Liquor Control Board Profits	\$16,886
0463	101	Street Fund	3370002	Local Awards, Entitlements, Tribal Government Distributions, and Other Payments	\$11,296
0463	101	Street Fund	3458900	Other Planning and Development Services	\$500
0463	101	Street Fund	3458900	Other Planning and Development Services	\$675
0463	101	Street Fund	3458900	Other Planning and Development Services	\$4,485
0463	101	Street Fund	3458900	Other Planning and Development Services	\$5,700
0463	101	Street Fund	3625000	Rents and Leases	\$30,000
0463	101	Street Fund	3629000	Rents and Leases	\$42,887
0463	101	Street Fund	3691000	Sale of Surplus	\$52,050
0463	101	Street Fund	3694000	Judgments and Settlements	\$13,920
0463	101	Street Fund	3699100	Miscellaneous Other Operating	\$1,500
0463	104	Police 3/10's Sales Tax Fund	3083100	Restricted Cash and Investments - Beginning	\$106,415
0463	104	Police 3/10's Sales Tax Fund	3131500	Special Purpose Sales and Use Tax	\$212,686
0463	104	Police 3/10's Sales Tax Fund	3223000	Animal Licenses	\$390
0463	104	Police 3/10's Sales Tax Fund	3421000	Law Enforcement Services	\$37,317
0463	104	Police 3/10's Sales Tax Fund	3452300	Animal Control and Shelter Services	\$8
0463	104	Police 3/10's Sales Tax Fund	3611100	Investment Earnings	\$1,026

MCAG	Fund #	Fund Name	BARS Account	BARS Name	Amount
0463	106	Tourist/Lodging Tax Fund	3083100	Restricted Cash and Investments - Beginning	\$272,459
0463	106	Tourist/Lodging Tax Fund	3133100	Hotel/Motel Sales and Use Tax	\$207,244
0463	106	Tourist/Lodging Tax Fund	3611100	Investment Earnings	\$2,690
0463	110	Coal Mine Trail Fund	3084100	Committed Cash and Investments - Beginning	\$36,875
0463	110	Coal Mine Trail Fund	3443000	Repair Services	\$2,000
0463	110	Coal Mine Trail Fund	3443000	Repair Services	\$2,000
0463	110	Coal Mine Trail Fund	3611100	Investment Earnings	\$573
0463	309	REET Excise Tax/Capital Projects Fund	3083100	Restricted Cash and Investments - Beginning	\$356,670
0463	309	REET Excise Tax/Capital Projects Fund	3083100	Restricted Cash and Investments - Beginning	\$172,268
0463	309	REET Excise Tax/Capital Projects Fund	3183400	REET 1 - First Quarter Percent	\$276,969
0463	309	REET Excise Tax/Capital Projects Fund	3183500	REET 2 - Second Quarter Percent	\$265,606
0463	309	REET Excise Tax/Capital Projects Fund	3331422	Federal Indirect Award from Department of Housing and Urban Development	\$1,232,772
0463	309	REET Excise Tax/Capital Projects Fund	3332020	Federal Indirect Award from Department of Transportation	\$1,236,501
0463	309	REET Excise Tax/Capital Projects Fund	3611100	Investment Earnings	\$8,289
0463	401	Water Fund	3083100	Restricted Cash and Investments - Beginning	\$175,000
0463	401	Water Fund	3085100	Assigned Cash and Investments - Beginning	\$40,551
0463	401	Water Fund	3085100	Assigned Cash and Investments - Beginning	\$159,430
0463	401	Water Fund	3085100	Assigned Cash and Investments - Beginning	\$5,000
0463	401	Water Fund	3085100	Assigned Cash and Investments - Beginning	\$1,380,928
0463	401	Water Fund	3434000	Water Sales and Services	\$861,160
0463	401	Water Fund	3434000	Water Sales and Services	\$167,608

MCAG	Fund #	Fund Name	BARS Account	BARS Name	Amount
0463	401	Water Fund	3434000	Water Sales and Services	\$246,994
0463	401	Water Fund	3434000	Water Sales and Services	\$101,889
0463	401	Water Fund	3434000	Water Sales and Services	\$234,075
0463	401	Water Fund	3434000	Water Sales and Services	\$26,310
0463	401	Water Fund	3434000	Water Sales and Services	\$369,545
0463	401	Water Fund	3434000	Water Sales and Services	\$62,988
0463	401	Water Fund	3434000	Water Sales and Services	\$352,540
0463	401	Water Fund	3434000	Water Sales and Services	\$51,144
0463	401	Water Fund	3434000	Water Sales and Services	\$170,194
0463	401	Water Fund	3434000	Water Sales and Services	\$20,319
0463	401	Water Fund	3434000	Water Sales and Services	\$90,442
0463	401	Water Fund	3434000	Water Sales and Services	\$22,064
0463	401	Water Fund	3458900	Other Planning and Development Services	\$500
0463	401	Water Fund	3591100	Non-Court Fines and Penalties	\$1,951
0463	401	Water Fund	3611100	Investment Earnings	\$3,331
0463	401	Water Fund	3611100	Investment Earnings	\$18,737
0463	401	Water Fund	3611100	Investment Earnings	\$393
0463	401	Water Fund	3681000	Special Assessments - Capital	\$7,825
0463	401	Water Fund	3694000	Judgments and Settlements	\$69,600
0463	401	Water Fund	3699100	Miscellaneous Other Operating	\$810
0463	401	Water Fund	3699100	Miscellaneous Other Operating	\$27,197
0463	401	Water Fund	3699100	Miscellaneous Other Operating	\$144

MCAG	Fund #	Fund Name	BARS Account	BARS Name	Amount
0463	402	Garbage Fund	3085100	Assigned Cash and Investments - Beginning	\$51,538
0463	402	Garbage Fund	3437000	Solid Waste Sales and Services	\$1,098,610
0463	402	Garbage Fund	3437000	Solid Waste Sales and Services	\$47,223
0463	402	Garbage Fund	3437000	Solid Waste Sales and Services	\$10,880
0463	402	Garbage Fund	3437000	Solid Waste Sales and Services	\$48,211
0463	402	Garbage Fund	3591100	Non-Court Fines and Penalties	\$6,050
0463	402	Garbage Fund	3611100	Investment Earnings	\$2,120
0463	402	Garbage Fund	3694000	Judgments and Settlements	\$9,280
0463	402	Garbage Fund	3699100	Miscellaneous Other Operating	\$1,590
0463	403	Airport Fund	3085100	Assigned Cash and Investments - Beginning	\$86,497
0463	403	Airport Fund	3611100	Investment Earnings	\$1,285
0463	403	Airport Fund	3625000	Rents and Leases	\$10,207
0463	403	Airport Fund	3625000	Rents and Leases	\$30,000
0463	408	Stormwater Fund	3085100	Assigned Cash and Investments - Beginning	\$49,750
0463	408	Stormwater Fund	3458900	Other Planning and Development Services	\$1,000
0463	409	Sewer Fund	3083100	Restricted Cash and Investments - Beginning	\$75,000
0463	409	Sewer Fund	3085100	Assigned Cash and Investments - Beginning	\$483,221
0463	409	Sewer Fund	3085100	Assigned Cash and Investments - Beginning	\$394,890
0463	409	Sewer Fund	3085100	Assigned Cash and Investments - Beginning	\$65,000
0463	409	Sewer Fund	3085100	Assigned Cash and Investments - Beginning	\$65,000
0463	409	Sewer Fund	3085100	Assigned Cash and Investments - Beginning	\$881,915
0463	409	Sewer Fund	3085100	Assigned Cash and Investments - Beginning	\$5,113
0463	409	Sewer Fund	3340310	State Award from Department of Ecology	\$8,529

MCAG	Fund #	Fund Name	BARS Account	BARS Name	Amount
0463	409	Sewer Fund	3435000	Sewer/Reclaimed Water Sales and Services	\$2,915
0463	409	Sewer Fund	3435000	Sewer/Reclaimed Water Sales and Services	\$636,651
0463	409	Sewer Fund	3435000	Sewer/Reclaimed Water Sales and Services	\$223,454
0463	409	Sewer Fund	3435000	Sewer/Reclaimed Water Sales and Services	\$68,076
0463	409	Sewer Fund	3435000	Sewer/Reclaimed Water Sales and Services	\$324,468
0463	409	Sewer Fund	3435000	Sewer/Reclaimed Water Sales and Services	\$557,269
0463	409	Sewer Fund	3435000	Sewer/Reclaimed Water Sales and Services	\$290,868
0463	409	Sewer Fund	3435000	Sewer/Reclaimed Water Sales and Services	\$47,450
0463	409	Sewer Fund	3435000	Sewer/Reclaimed Water Sales and Services	\$48,924
0463	409	Sewer Fund	3435000	Sewer/Reclaimed Water Sales and Services	\$71,927
0463	409	Sewer Fund	3435000	Sewer/Reclaimed Water Sales and Services	\$146,126
0463	409	Sewer Fund	3435000	Sewer/Reclaimed Water Sales and Services	\$8,705
0463	409	Sewer Fund	3458900	Other Planning and Development Services	\$500
0463	409	Sewer Fund	3611100	Investment Earnings	\$10,400
0463	409	Sewer Fund	3611100	Investment Earnings	\$12,780
0463	409	Sewer Fund	3611100	Investment Earnings	\$6,844
0463	409	Sewer Fund	3681000	Special Assessments - Capital	\$137,830
0463	409	Sewer Fund	3694000	Judgments and Settlements	\$55,680
0463	409	Sewer Fund	3699100	Miscellaneous Other Operating	\$13,005
0463	409	Sewer Fund	3699100	Miscellaneous Other Operating	\$795
0463	630	Pangrazi Memorial Fund	3083100	Restricted Cash and Investments - Beginning	\$13,658
0463	698	State Agency Fund	3083100	Restricted Cash and Investments - Beginning	\$1,695

MCAG	Fund #	Fund Name	BARS Account	BARS Name	Amount
0463	001	Current Expense/General Fund	5113030	Official Publication Services	\$560
0463	001	Current Expense/General Fund	5113030	Official Publication Services	\$9,423
0463	001	Current Expense/General Fund	5116010	Legislative Activities	\$21,000
0463	001	Current Expense/General Fund	5116020	Legislative Activities	\$1,743
0463	001	Current Expense/General Fund	5125210	Municipal Court	\$65,201
0463	001	Current Expense/General Fund	5125220	Municipal Court	\$5,251
0463	001	Current Expense/General Fund	5125240	Municipal Court	\$12,022
0463	001	Current Expense/General Fund	5131010	Executive Office	\$75,130
0463	001	Current Expense/General Fund	5131010	Executive Office	\$36,000
0463	001	Current Expense/General Fund	5131020	Executive Office	\$25,757
0463	001	Current Expense/General Fund	5131020	Executive Office	\$2,987
0463	001	Current Expense/General Fund	5131040	Executive Office	\$7,254
0463	001	Current Expense/General Fund	5142010	Financial Services	\$74,484
0463	001	Current Expense/General Fund	5142010	Financial Services	\$76,312
0463	001	Current Expense/General Fund	5142020	Financial Services	\$26,620
0463	001	Current Expense/General Fund	5142020	Financial Services	\$31,299
0463	001	Current Expense/General Fund	5142020	Financial Services	\$1,200
0463	001	Current Expense/General Fund	5142040	Financial Services	\$3,294
0463	001	Current Expense/General Fund	5144040	Election Services	\$3,508
0463	001	Current Expense/General Fund	5154140	External Legal Services - Advice	\$45,955
0463	001	Current Expense/General Fund	5154140	External Legal Services - Advice	\$18,897

MCAG	Fund #	Fund Name	BARS Account	BARS Name	Amount
0463	001	Current Expense/General Fund	5154140	External Legal Services - Advice	\$74,337
0463	001	Current Expense/General Fund	5154140	External Legal Services - Advice	\$30,170
0463	001	Current Expense/General Fund	5154140	External Legal Services - Advice	\$15,650
0463	001	Current Expense/General Fund	5154140	External Legal Services - Advice	\$21,608
0463	001	Current Expense/General Fund	5154140	External Legal Services - Advice	\$66
0463	001	Current Expense/General Fund	5154140	External Legal Services - Advice	\$385,953
0463	001	Current Expense/General Fund	5154140	External Legal Services - Advice	\$38,450
0463	001	Current Expense/General Fund	5154140	External Legal Services - Advice	\$29,077
0463	001	Current Expense/General Fund	5154140	External Legal Services - Advice	\$48,000
0463	001	Current Expense/General Fund	5154540	External Legal Services - Claims and Litigation	\$51,376
0463	001	Current Expense/General Fund	5154540	External Legal Services - Claims and Litigation	\$54,721
0463	001	Current Expense/General Fund	5154540	External Legal Services - Claims and Litigation	\$3,185
0463	001	Current Expense/General Fund	5154540	External Legal Services - Claims and Litigation	\$923
0463	001	Current Expense/General Fund	5154540	External Legal Services - Claims and Litigation	(\$36,400)
0463	001	Current Expense/General Fund	5154540	External Legal Services - Claims and Litigation	\$13,162
0463	001	Current Expense/General Fund	5154540	External Legal Services - Claims and Litigation	\$265,000
0463	001	Current Expense/General Fund	5154540	External Legal Services - Claims and Litigation	\$20,000
0463	001	Current Expense/General Fund	5154540	External Legal Services - Claims and Litigation	\$55,731
0463	001	Current Expense/General Fund	5159140	General Indigent Defense	\$17,300
0463	001	Current Expense/General Fund	5181040	Personnel Services	\$39,195
0463	001	Current Expense/General Fund	5183030	Maintenance/Security/Insurance/Janitorial Services	\$25,241

MCAG	Fund #	Fund Name	BARS Account	BARS Name	Amount
0463	001	Current Expense/General Fund	5183030	Maintenance/Security/Insurance/Janitorial Services	\$10,081
0463	001	Current Expense/General Fund	5183030	Maintenance/Security/Insurance/Janitorial Services	\$5,452
0463	001	Current Expense/General Fund	5183030	Maintenance/Security/Insurance/Janitorial Services	\$7,416
0463	001	Current Expense/General Fund	5183040	Maintenance/Security/Insurance/Janitorial Services	\$479
0463	001	Current Expense/General Fund	5183040	Maintenance/Security/Insurance/Janitorial Services	\$2,176
0463	001	Current Expense/General Fund	5183040	Maintenance/Security/Insurance/Janitorial Services	\$462
0463	001	Current Expense/General Fund	5183040	Maintenance/Security/Insurance/Janitorial Services	\$24,787
0463	001	Current Expense/General Fund	5183040	Maintenance/Security/Insurance/Janitorial Services	\$387
0463	001	Current Expense/General Fund	5183040	Maintenance/Security/Insurance/Janitorial Services	\$10,000
0463	001	Current Expense/General Fund	5183040	Maintenance/Security/Insurance/Janitorial Services	\$12,900
0463	001	Current Expense/General Fund	5183040	Maintenance/Security/Insurance/Janitorial Services	\$100,000
0463	001	Current Expense/General Fund	5183040	Maintenance/Security/Insurance/Janitorial Services	\$7,494
0463	001	Current Expense/General Fund	5183040	Maintenance/Security/Insurance/Janitorial Services	\$7,400
0463	001	Current Expense/General Fund	5183040	Maintenance/Security/Insurance/Janitorial Services	\$5,000
0463	001	Current Expense/General Fund	5183040	Maintenance/Security/Insurance/Janitorial Services	\$4,834

MCAG	Fund #	Fund Name	BARS Account	BARS Name	Amount
0463	001	Current Expense/General Fund	5183040	Maintenance/Security/Insurance/Janitorial Services	\$5,467
0463	001	Current Expense/General Fund	5183040	Maintenance/Security/Insurance/Janitorial Services	\$82,564
0463	001	Current Expense/General Fund	5183040	Maintenance/Security/Insurance/Janitorial Services	\$16,419
0463	001	Current Expense/General Fund	5183040	Maintenance/Security/Insurance/Janitorial Services	\$4,142
0463	001	Current Expense/General Fund	5183040	Maintenance/Security/Insurance/Janitorial Services	\$10,729
0463	001	Current Expense/General Fund	5183040	Maintenance/Security/Insurance/Janitorial Services	\$979
0463	001	Current Expense/General Fund	5183040	Maintenance/Security/Insurance/Janitorial Services	\$6,180
0463	001	Current Expense/General Fund	5183040	Maintenance/Security/Insurance/Janitorial Services	\$2,270
0463	001	Current Expense/General Fund	5183040	Maintenance/Security/Insurance/Janitorial Services	\$18,986
0463	001	Current Expense/General Fund	5183040	Maintenance/Security/Insurance/Janitorial Services	\$8,505
0463	001	Current Expense/General Fund	5185040	Central Store Services	\$3,406
0463	001	Current Expense/General Fund	5186140	Judgments and Settlements	\$161,267
0463	001	Current Expense/General Fund	5186140	Judgments and Settlements	\$157,760
0463	001	Current Expense/General Fund	5186140	Judgments and Settlements	\$60,000
0463	001	Current Expense/General Fund	5188030	Information Technology Services	\$6,598
0463	001	Current Expense/General Fund	5188030	Information Technology Services	\$25,270
0463	001	Current Expense/General Fund	5188030	Information Technology Services	\$9,075

MCAG	Fund #	Fund Name	BARS Account	BARS Name	Amount
0463	001	Current Expense/General Fund	5188040	Information Technology Services	\$8,390
0463	001	Current Expense/General Fund	5188540	Information Technology Services	\$26,343
0463	001	Current Expense/General Fund	5212010	Police Operations	\$867,603
0463	001	Current Expense/General Fund	5212010	Police Operations	\$42,955
0463	001	Current Expense/General Fund	5212010	Police Operations	\$157,497
0463	001	Current Expense/General Fund	5212010	Police Operations	\$12,256
0463	001	Current Expense/General Fund	5212020	Police Operations	\$334,471
0463	001	Current Expense/General Fund	5212020	Police Operations	\$14,260
0463	001	Current Expense/General Fund	5212020	Police Operations	\$64,821
0463	001	Current Expense/General Fund	5212020	Police Operations	\$6,837
0463	001	Current Expense/General Fund	5212020	Police Operations	\$16,396
0463	001	Current Expense/General Fund	5212020	Police Operations	\$5,246
0463	001	Current Expense/General Fund	5212030	Police Operations	\$5,000
0463	001	Current Expense/General Fund	5212030	Police Operations	\$2,192
0463	001	Current Expense/General Fund	5212030	Police Operations	\$5,451
0463	001	Current Expense/General Fund	5212030	Police Operations	\$30,306
0463	001	Current Expense/General Fund	5212030	Police Operations	\$6,714
0463	001	Current Expense/General Fund	5212040	Police Operations	\$5,431
0463	001	Current Expense/General Fund	5212040	Police Operations	\$3,047
0463	001	Current Expense/General Fund	5212040	Police Operations	\$2,387
0463	001	Current Expense/General Fund	5212040	Police Operations	\$900

MCAG	Fund #	Fund Name	BARS Account	BARS Name	Amount
0463	001	Current Expense/General Fund	5212040	Police Operations	\$35,345
0463	001	Current Expense/General Fund	5212040	Police Operations	\$15,126
0463	001	Current Expense/General Fund	5212040	Police Operations	\$2,767
0463	001	Current Expense/General Fund	5212040	Police Operations	\$398
0463	001	Current Expense/General Fund	5212040	Police Operations	\$875
0463	001	Current Expense/General Fund	5212040	Police Operations	\$8,856
0463	001	Current Expense/General Fund	5214040	Training	\$8,467
0463	001	Current Expense/General Fund	5215040	Facilities	\$19,189
0463	001	Current Expense/General Fund	5215040	Facilities	\$355
0463	001	Current Expense/General Fund	5215040	Facilities	\$116,140
0463	001	Current Expense/General Fund	5215040	Facilities	\$9,921
0463	001	Current Expense/General Fund	5215040	Facilities	\$3,125
0463	001	Current Expense/General Fund	5215040	Facilities	\$7,775
0463	001	Current Expense/General Fund	5221040	Administration	\$66
0463	001	Current Expense/General Fund	5222010	Fire Suppression and Emergency Medical Services	\$129,517
0463	001	Current Expense/General Fund	5222010	Fire Suppression and Emergency Medical Services	\$1,045
0463	001	Current Expense/General Fund	5222010	Fire Suppression and Emergency Medical Services	\$8,568
0463	001	Current Expense/General Fund	5222010	Fire Suppression and Emergency Medical Services	\$4,981
0463	001	Current Expense/General Fund	5222020	Fire Suppression and Emergency Medical Services	\$59,753

MCAG	Fund #	Fund Name	BARS Account	BARS Name	Amount
0463	001	Current Expense/General Fund	5222020	Fire Suppression and Emergency Medical Services	\$131
0463	001	Current Expense/General Fund	5222020	Fire Suppression and Emergency Medical Services	\$641
0463	001	Current Expense/General Fund	5222020	Fire Suppression and Emergency Medical Services	\$2,886
0463	001	Current Expense/General Fund	5222020	Fire Suppression and Emergency Medical Services	\$2,128
0463	001	Current Expense/General Fund	5222030	Fire Suppression and Emergency Medical Services	\$6,552
0463	001	Current Expense/General Fund	5222030	Fire Suppression and Emergency Medical Services	\$141
0463	001	Current Expense/General Fund	5222030	Fire Suppression and Emergency Medical Services	\$5,408
0463	001	Current Expense/General Fund	5222030	Fire Suppression and Emergency Medical Services	\$2,124
0463	001	Current Expense/General Fund	5222040	Fire Suppression and Emergency Medical Services	\$110
0463	001	Current Expense/General Fund	5222040	Fire Suppression and Emergency Medical Services	\$3,352
0463	001	Current Expense/General Fund	5222040	Fire Suppression and Emergency Medical Services	\$783
0463	001	Current Expense/General Fund	5222040	Fire Suppression and Emergency Medical Services	\$8,000
0463	001	Current Expense/General Fund	5222040	Fire Suppression and Emergency Medical Services	\$1,792
0463	001	Current Expense/General Fund	5222040	Fire Suppression and Emergency Medical Services	\$158
0463	001	Current Expense/General Fund	5222040	Fire Suppression and Emergency Medical Services	\$17,715
0463	001	Current Expense/General Fund	5224540	Training Obtained by Employees	\$9,400

MCAG	Fund #	Fund Name	BARS Account	BARS Name	Amount
0463	001	Current Expense/General Fund	5225030	Facilities	\$1,544
0463	001	Current Expense/General Fund	5225040	Facilities	\$641
0463	001	Current Expense/General Fund	5225040	Facilities	\$271
0463	001	Current Expense/General Fund	5225040	Facilities	\$1,340
0463	001	Current Expense/General Fund	5225040	Facilities	\$33,254
0463	001	Current Expense/General Fund	5225040	Facilities	\$32,785
0463	001	Current Expense/General Fund	5225040	Facilities	\$27,783
0463	001	Current Expense/General Fund	5225040	Facilities	\$2,902
0463	001	Current Expense/General Fund	5226040	Vehicles and Equipment Maintenance	\$8,171
0463	001	Current Expense/General Fund	5226040	Vehicles and Equipment Maintenance	\$9,623
0463	001	Current Expense/General Fund	5226040	Vehicles and Equipment Maintenance	\$4,100
0463	001	Current Expense/General Fund	5226040	Vehicles and Equipment Maintenance	\$2,816
0463	001	Current Expense/General Fund	5226040	Vehicles and Equipment Maintenance	\$3,722
0463	001	Current Expense/General Fund	5227030	Ambulance Services	\$5,113
0463	001	Current Expense/General Fund	5227030	Ambulance Services	\$244
0463	001	Current Expense/General Fund	5227030	Ambulance Services	\$615
0463	001	Current Expense/General Fund	5227030	Ambulance Services	\$1,828
0463	001	Current Expense/General Fund	5227040	Ambulance Services	\$11,334
0463	001	Current Expense/General Fund	5236040	Care and Custody of Prisoners	\$32,558
0463	001	Current Expense/General Fund	5246010	Enforcement of Codes and Regulation	\$19,126
0463	001	Current Expense/General Fund	5246020	Enforcement of Codes and Regulation	\$15,347

MCAG	Fund #	Fund Name	BARS Account	BARS Name	Amount
0463	001	Current Expense/General Fund	5246030	Enforcement of Codes and Regulation	\$1,146
0463	001	Current Expense/General Fund	5287040	Dispatch Services	\$110,870
0463	001	Current Expense/General Fund	5287040	Dispatch Services	\$23,723
0463	001	Current Expense/General Fund	5362010	Cemetery	\$48,098
0463	001	Current Expense/General Fund	5362020	Cemetery	\$20,001
0463	001	Current Expense/General Fund	5362030	Cemetery	\$2,593
0463	001	Current Expense/General Fund	5362030	Cemetery	\$7,897
0463	001	Current Expense/General Fund	5362030	Cemetery	\$309
0463	001	Current Expense/General Fund	5362040	Cemetery	\$4,898
0463	001	Current Expense/General Fund	5362040	Cemetery	\$855
0463	001	Current Expense/General Fund	5362040	Cemetery	\$168
0463	001	Current Expense/General Fund	5362040	Cemetery	\$5,746
0463	001	Current Expense/General Fund	5362040	Cemetery	\$1,800
0463	001	Current Expense/General Fund	5585030	Building Permits and Plan Reviews	\$4,318
0463	001	Current Expense/General Fund	5585040	Building Permits and Plan Reviews	\$279
0463	001	Current Expense/General Fund	5585040	Building Permits and Plan Reviews	\$410
0463	001	Current Expense/General Fund	5586010	Planning	\$40,572
0463	001	Current Expense/General Fund	5586020	Planning	\$18,001
0463	001	Current Expense/General Fund	5586030	Planning	\$890
0463	001	Current Expense/General Fund	5586030	Planning	\$189
0463	001	Current Expense/General Fund	5586040	Planning	\$15,044

MCAG	Fund #	Fund Name	BARS Account	BARS Name	Amount
0463	001	Current Expense/General Fund	5586040	Planning	\$154,269
0463	001	Current Expense/General Fund	5586040	Planning	\$606
0463	001	Current Expense/General Fund	5587040	Economic Development	\$411
0463	001	Current Expense/General Fund	5587040	Economic Development	\$548
0463	001	Current Expense/General Fund	5587040	Economic Development	\$707,611
0463	001	Current Expense/General Fund	5587040	Economic Development	\$26,263
0463	001	Current Expense/General Fund	5587040	Economic Development	\$19,629
0463	001	Current Expense/General Fund	5587040	Economic Development	\$61
0463	001	Current Expense/General Fund	5587040	Economic Development	\$51,119
0463	001	Current Expense/General Fund	5593040	Property Development	\$44,973
0463	001	Current Expense/General Fund	5593040	Property Development	\$30,834
0463	001	Current Expense/General Fund	5629040	Public Health Services	\$295
0463	001	Current Expense/General Fund	5722010	Library Services	\$51,546
0463	001	Current Expense/General Fund	5722010	Library Services	\$26,487
0463	001	Current Expense/General Fund	5722020	Library Services	\$36,713
0463	001	Current Expense/General Fund	5722020	Library Services	\$24,690
0463	001	Current Expense/General Fund	5722030	Library Services	\$4,833
0463	001	Current Expense/General Fund	5722030	Library Services	\$2,343
0463	001	Current Expense/General Fund	5722030	Library Services	\$4,761
0463	001	Current Expense/General Fund	5722040	Library Services	\$500
0463	001	Current Expense/General Fund	5722040	Library Services	\$852

MCAG	Fund #	Fund Name	BARS Account	BARS Name	Amount
0463	001	Current Expense/General Fund	5725040	Facilities	\$160
0463	001	Current Expense/General Fund	5725040	Facilities	\$1,284
0463	001	Current Expense/General Fund	5725040	Facilities	\$5,009
0463	001	Current Expense/General Fund	5725040	Facilities	\$733
0463	001	Current Expense/General Fund	5725040	Facilities	\$8,508
0463	001	Current Expense/General Fund	5725040	Facilities	\$9
0463	001	Current Expense/General Fund	5725040	Facilities	\$3,240
0463	001	Current Expense/General Fund	5755040	Multipurpose and Community Centers	\$118,322
0463	001	Current Expense/General Fund	5768010	General Parks	\$57,487
0463	001	Current Expense/General Fund	5768020	General Parks	\$18,293
0463	001	Current Expense/General Fund	5768030	General Parks	\$1,500
0463	001	Current Expense/General Fund	5768030	General Parks	\$2,179
0463	001	Current Expense/General Fund	5768040	General Parks	\$1,319
0463	001	Current Expense/General Fund	5768040	General Parks	\$7,402
0463	001	Current Expense/General Fund	5768040	General Parks	\$39,168
0463	001	Current Expense/General Fund	5769040	Other Park Facilities	\$1,943
0463	001	Current Expense/General Fund	5084100	Committed Cash and Investments - Ending	\$206,040
0463	001	Current Expense/General Fund	5085100	Assigned Cash and Investments - Ending	\$61,947
0463	001	Current Expense/General Fund	5085100	Assigned Cash and Investments - Ending	\$84,581
0463	001	Current Expense/General Fund	5085100	Assigned Cash and Investments - Ending	\$42,050
0463	001	Current Expense/General Fund	5085100	Assigned Cash and Investments - Ending	\$6,000

MCAG	Fund #	Fund Name	BARS Account	BARS Name	Amount
0463	001	Current Expense/General Fund	5085100	Assigned Cash and Investments - Ending	\$5,202
0463	001	Current Expense/General Fund	5085100	Assigned Cash and Investments - Ending	\$3,409
0463	001	Current Expense/General Fund	5085100	Assigned Cash and Investments - Ending	\$157,130
0463	001	Current Expense/General Fund	5085100	Assigned Cash and Investments - Ending	\$490,847
0463	001	Current Expense/General Fund	5085100	Assigned Cash and Investments - Ending	\$114,000
0463	001	Current Expense/General Fund	5085100	Assigned Cash and Investments - Ending	\$98,247
0463	001	Current Expense/General Fund	5085100	Assigned Cash and Investments - Ending	\$371,248
0463	001	Current Expense/General Fund	5085100	Assigned Cash and Investments - Ending	\$19,500
0463	001	Current Expense/General Fund	5085100	Assigned Cash and Investments - Ending	\$135,000
0463	001	Current Expense/General Fund	5085100	Assigned Cash and Investments - Ending	\$4,836
0463	001	Current Expense/General Fund	5085100	Assigned Cash and Investments - Ending	\$4,115
0463	001	Current Expense/General Fund	5089100	Unassigned Cash and Investments - Ending	\$33,008
0463	101	Street Fund	5423010	Roadway	\$162,873
0463	101	Street Fund	5423010	Roadway	\$1,456
0463	101	Street Fund	5423020	Roadway	\$75,734
0463	101	Street Fund	5423020	Roadway	\$298
0463	101	Street Fund	5423030	Roadway	\$1,219
0463	101	Street Fund	5423030	Roadway	\$8,275
0463	101	Street Fund	5423030	Roadway	\$3,059
0463	101	Street Fund	5423030	Roadway	\$258
0463	101	Street Fund	5423030	Roadway	\$3,151
0463	101	Street Fund	5423040	Roadway	\$8,165
0463	101	Street Fund	5423040	Roadway	\$4,984
0463	101	Street Fund	5423040	Roadway	\$24,651
0463	101	Street Fund	5423040	Roadway	\$160
0463	101	Street Fund	5423040	Roadway	\$3,038
0463	101	Street Fund	5423040	Roadway	\$4,682

MCAG	Fund #	Fund Name	BARS Account	BARS Name	Amount
0463	101	Street Fund	5423040	Roadway	\$1,094
0463	101	Street Fund	5423040	Roadway	\$14,075
0463	101	Street Fund	5423040	Roadway	\$239
0463	101	Street Fund	5423040	Roadway	\$6,869
0463	101	Street Fund	5424040	Drainage	\$338
0463	101	Street Fund	5425040	Structures	\$3,300
0463	101	Street Fund	5426340	Street Lighting	\$50,346
0463	101	Street Fund	5426430	Traffic Control Devices	\$2,859
0463	101	Street Fund	5426440	Traffic Control Devices	\$3,267
0463	101	Street Fund	5426640	Snow and Ice Control	\$9,264
0463	101	Street Fund	5433030	General Services	\$9,168
0463	101	Street Fund	5433030	General Services	\$349
0463	101	Street Fund	5433030	General Services	\$1,050
0463	101	Street Fund	5433030	General Services	\$51
0463	101	Street Fund	5433030	General Services	\$3,189
0463	101	Street Fund	5433030	General Services	\$4,093
0463	101	Street Fund	5433040	General Services	\$914
0463	101	Street Fund	5433040	General Services	\$21,082
0463	101	Street Fund	5433040	General Services	\$15,686
0463	101	Street Fund	5433040	General Services	\$525
0463	101	Street Fund	5433040	General Services	\$2,560
0463	101	Street Fund	5629040	Public Health Services	\$338
0463	101	Street Fund	5083100	Restricted Cash and Investments - Ending	\$17,224
0463	101	Street Fund	5085100	Assigned Cash and Investments - Ending	\$675
0463	101	Street Fund	5085100	Assigned Cash and Investments - Ending	\$4,485
0463	101	Street Fund	5085100	Assigned Cash and Investments - Ending	\$5,700
0463	101	Street Fund	5085100	Assigned Cash and Investments - Ending	\$1,503
0463	101	Street Fund	5085100	Assigned Cash and Investments - Ending	\$56,061
0463	101	Street Fund	5085100	Assigned Cash and Investments - Ending	\$36,389

MCAG	Fund #	Fund Name	BARS Account	BARS Name	Amount
0463	101	Street Fund	5085100	Assigned Cash and Investments - Ending	\$1,000
0463	104	Police 3/10's Sales Tax Fund	5212010	Police Operations	\$175,731
0463	104	Police 3/10's Sales Tax Fund	5212010	Police Operations	\$3,036
0463	104	Police 3/10's Sales Tax Fund	5212020	Police Operations	\$74,779
0463	104	Police 3/10's Sales Tax Fund	5212020	Police Operations	\$1,210
0463	104	Police 3/10's Sales Tax Fund	5212030	Police Operations	\$8,971
0463	104	Police 3/10's Sales Tax Fund	5212030	Police Operations	\$7,215
0463	104	Police 3/10's Sales Tax Fund	5212040	Police Operations	\$471
0463	104	Police 3/10's Sales Tax Fund	5212040	Police Operations	\$568
0463	104	Police 3/10's Sales Tax Fund	5212040	Police Operations	\$140
0463	104	Police 3/10's Sales Tax Fund	5543010	Animal Control	\$9,803
0463	104	Police 3/10's Sales Tax Fund	5543020	Animal Control	\$11,046
0463	104	Police 3/10's Sales Tax Fund	5543030	Animal Control	\$3,000
0463	104	Police 3/10's Sales Tax Fund	5083100	Restricted Cash and Investments - Ending	\$61,871
0463	106	Tourist/Lodging Tax Fund	5573040	Tourism	\$21,464
0463	106	Tourist/Lodging Tax Fund	5573040	Tourism	\$4,992
0463	106	Tourist/Lodging Tax Fund	5573040	Tourism	\$69,180
0463	106	Tourist/Lodging Tax Fund	5573040	Tourism	\$2,160
0463	106	Tourist/Lodging Tax Fund	5573040	Tourism	\$7,750
0463	106	Tourist/Lodging Tax Fund	5573040	Tourism	\$17,221
0463	106	Tourist/Lodging Tax Fund	5573040	Tourism	\$15,800

MCAG	Fund #	Fund Name	BARS Account	BARS Name	Amount
0463	106	Tourist/Lodging Tax Fund	5573040	Tourism	\$5,840
0463	106	Tourist/Lodging Tax Fund	5573040	Tourism	\$11,480
0463	106	Tourist/Lodging Tax Fund	5083100	Restricted Cash and Investments - Ending	\$190,519
0463	110	Coal Mine Trail Fund	5426210	Special Purpose Paths	\$364
0463	110	Coal Mine Trail Fund	5426220	Special Purpose Paths	\$161
0463	110	Coal Mine Trail Fund	5426240	Special Purpose Paths	\$262
0463	110	Coal Mine Trail Fund	5426240	Special Purpose Paths	\$2,865
0463	110	Coal Mine Trail Fund	5084100	Committed Cash and Investments - Ending	\$42,297
0463	309	REET Excise Tax/Capital Projects Fund	5083100	Restricted Cash and Investments - Ending	\$549,096
0463	309	REET Excise Tax/Capital Projects Fund	5083100	Restricted Cash and Investments - Ending	\$437,873
0463	401	Water Fund	5341210	Water Utilities	\$126,019
0463	401	Water Fund	5341220	Water Utilities	\$53,184
0463	401	Water Fund	5345010	Water Utilities	\$161,462
0463	401	Water Fund	5345020	Water Utilities	\$75,359
0463	401	Water Fund	5345020	Water Utilities	\$1,274
0463	401	Water Fund	5345030	Water Utilities	\$1,131
0463	401	Water Fund	5345030	Water Utilities	\$2,724
0463	401	Water Fund	5345030	Water Utilities	\$18,294
0463	401	Water Fund	5345030	Water Utilities	\$2
0463	401	Water Fund	5345030	Water Utilities	\$48,919
0463	401	Water Fund	5345030	Water Utilities	\$1,124
0463	401	Water Fund	5345030	Water Utilities	\$13,538
0463	401	Water Fund	5345030	Water Utilities	\$119
0463	401	Water Fund	5345040	Water Utilities	\$6,395
0463	401	Water Fund	5345040	Water Utilities	\$27,904
0463	401	Water Fund	5345040	Water Utilities	\$3,588
0463	401	Water Fund	5345040	Water Utilities	\$158
0463	401	Water Fund	5345040	Water Utilities	\$5,468
0463	401	Water Fund	5345040	Water Utilities	\$3,077
0463	401	Water Fund	5345040	Water Utilities	\$70,374
0463	401	Water Fund	5345040	Water Utilities	\$2,132

MCAG	Fund #	Fund Name	BARS Account	BARS Name	Amount
0463	401	Water Fund	5345040	Water Utilities	\$2,094
0463	401	Water Fund	5345040	Water Utilities	\$4,130
0463	401	Water Fund	5345040	Water Utilities	\$149,285
0463	401	Water Fund	5345040	Water Utilities	\$13,800
0463	401	Water Fund	5345040	Water Utilities	\$39,079
0463	401	Water Fund	5345040	Water Utilities	\$1,462
0463	401	Water Fund	5345040	Water Utilities	\$5,976
0463	401	Water Fund	5345040	Water Utilities	\$896
0463	401	Water Fund	5345040	Water Utilities	\$25,095
0463	401	Water Fund	5345040	Water Utilities	\$1,921
0463	401	Water Fund	5345040	Water Utilities	\$214
0463	401	Water Fund	5345040	Water Utilities	\$2,101
0463	401	Water Fund	5345040	Water Utilities	\$12,374
0463	401	Water Fund	5345040	Water Utilities	\$4,695
0463	401	Water Fund	5345140	Water Utilities	\$3,348
0463	401	Water Fund	5345140	Water Utilities	\$99,263
0463	401	Water Fund	5345140	Water Utilities	\$53,238
0463	401	Water Fund	5345140	Water Utilities	\$14,031
0463	401	Water Fund	5346030	Water Utilities	\$41,442
0463	401	Water Fund	5346030	Water Utilities	\$1,183
0463	401	Water Fund	5346040	Water Utilities	\$330,451
0463	401	Water Fund	5346040	Water Utilities	\$7,362
0463	401	Water Fund	5346040	Water Utilities	\$57,980
0463	401	Water Fund	5346040	Water Utilities	\$5,986
0463	401	Water Fund	5346040	Water Utilities	\$23,856
0463	401	Water Fund	5346040	Water Utilities	\$40,043
0463	401	Water Fund	5346040	Water Utilities	\$11,925
0463	401	Water Fund	5346040	Water Utilities	\$20,372
0463	401	Water Fund	5346040	Water Utilities	\$117,444
0463	401	Water Fund	5346040	Water Utilities	\$162,882
0463	401	Water Fund	5083100	Restricted Cash and Investments - Ending	\$175,000
0463	401	Water Fund	5085100	Assigned Cash and Investments - Ending	\$246,168

MCAG	Fund #	Fund Name	BARS Account	BARS Name	Amount
0463	401	Water Fund	5085100	Assigned Cash and Investments - Ending	\$10,000
0463	401	Water Fund	5085100	Assigned Cash and Investments - Ending	\$1,605,493
0463	401	Water Fund	5085100	Assigned Cash and Investments - Ending	\$62,926
0463	402	Garbage Fund	5376040	Solid Waste Utilities	\$6,662
0463	402	Garbage Fund	5376140	Solid Waste Utilities	\$90,279
0463	402	Garbage Fund	5378010	Solid Waste Utilities	\$36,989
0463	402	Garbage Fund	5378020	Solid Waste Utilities	\$16,034
0463	402	Garbage Fund	5378030	Solid Waste Utilities	\$894
0463	402	Garbage Fund	5378040	Solid Waste Utilities	\$2,956
0463	402	Garbage Fund	5378040	Solid Waste Utilities	\$9,383
0463	402	Garbage Fund	5378040	Solid Waste Utilities	\$61,858
0463	402	Garbage Fund	5378040	Solid Waste Utilities	\$1,500
0463	402	Garbage Fund	5378040	Solid Waste Utilities	\$887,314
0463	402	Garbage Fund	5085100	Assigned Cash and Investments - Ending	\$161,631
0463	403	Airport Fund	5468040	Airports and Ports	\$624
0463	403	Airport Fund	5468040	Airports and Ports	\$3,427
0463	403	Airport Fund	5468040	Airports and Ports	\$1,558
0463	403	Airport Fund	5468040	Airports and Ports	\$275
0463	403	Airport Fund	5085100	Assigned Cash and Investments - Ending	\$117,750
0463	408	Stormwater Fund	5315030	Storm Drainage Utilities	\$290
0463	408	Stormwater Fund	5085100	Assigned Cash and Investments - Ending	\$50,460
0463	409	Sewer Fund	5355010	Sewer/Reclaimed Water Utilities	\$134,884
0463	409	Sewer Fund	5355010	Sewer/Reclaimed Water Utilities	\$121,877
0463	409	Sewer Fund	5355020	Sewer/Reclaimed Water Utilities	\$65,035
0463	409	Sewer Fund	5355020	Sewer/Reclaimed Water Utilities	\$1,082
0463	409	Sewer Fund	5355020	Sewer/Reclaimed Water Utilities	\$49,182
0463	409	Sewer Fund	5355030	Sewer/Reclaimed Water Utilities	\$551

MCAG	Fund #	Fund Name	BARS Account	BARS Name	Amount
0463	409	Sewer Fund	5355030	Sewer/Reclaimed Water Utilities	\$2,530
0463	409	Sewer Fund	5355030	Sewer/Reclaimed Water Utilities	\$11,684
0463	409	Sewer Fund	5355030	Sewer/Reclaimed Water Utilities	\$960
0463	409	Sewer Fund	5355030	Sewer/Reclaimed Water Utilities	\$11,793
0463	409	Sewer Fund	5355040	Sewer/Reclaimed Water Utilities	\$2,822
0463	409	Sewer Fund	5355040	Sewer/Reclaimed Water Utilities	\$12,509
0463	409	Sewer Fund	5355040	Sewer/Reclaimed Water Utilities	\$3,414
0463	409	Sewer Fund	5355040	Sewer/Reclaimed Water Utilities	\$4,374
0463	409	Sewer Fund	5355040	Sewer/Reclaimed Water Utilities	\$56,299
0463	409	Sewer Fund	5355040	Sewer/Reclaimed Water Utilities	\$1,988
0463	409	Sewer Fund	5355040	Sewer/Reclaimed Water Utilities	\$1,354
0463	409	Sewer Fund	5355040	Sewer/Reclaimed Water Utilities	\$59,925
0463	409	Sewer Fund	5355040	Sewer/Reclaimed Water Utilities	\$81,573
0463	409	Sewer Fund	5355040	Sewer/Reclaimed Water Utilities	\$59,573
0463	409	Sewer Fund	5355040	Sewer/Reclaimed Water Utilities	\$5,445
0463	409	Sewer Fund	5355040	Sewer/Reclaimed Water Utilities	\$11,400
0463	409	Sewer Fund	5355040	Sewer/Reclaimed Water Utilities	\$26,069
0463	409	Sewer Fund	5355040	Sewer/Reclaimed Water Utilities	\$1,512
0463	409	Sewer Fund	5355040	Sewer/Reclaimed Water Utilities	\$16,532
0463	409	Sewer Fund	5355040	Sewer/Reclaimed Water Utilities	\$183
0463	409	Sewer Fund	5355040	Sewer/Reclaimed Water Utilities	\$4,201

MCAG	Fund #	Fund Name	BARS Account	BARS Name	Amount
0463	409	Sewer Fund	5355040	Sewer/Reclaimed Water Utilities	\$129,954
0463	409	Sewer Fund	5356040	Sewer/Reclaimed Water Utilities	\$462,290
0463	409	Sewer Fund	5356040	Sewer/Reclaimed Water Utilities	\$153,879
0463	409	Sewer Fund	5356040	Sewer/Reclaimed Water Utilities	\$27,405
0463	409	Sewer Fund	5356040	Sewer/Reclaimed Water Utilities	\$13,801
0463	409	Sewer Fund	5356040	Sewer/Reclaimed Water Utilities	\$80,987
0463	409	Sewer Fund	5356040	Sewer/Reclaimed Water Utilities	\$18,922
0463	409	Sewer Fund	5083100	Restricted Cash and Investments - Ending	\$75,000
0463	409	Sewer Fund	5085100	Assigned Cash and Investments - Ending	\$770,280
0463	409	Sewer Fund	5085100	Assigned Cash and Investments - Ending	\$65,000
0463	409	Sewer Fund	5085100	Assigned Cash and Investments - Ending	\$70,000
0463	409	Sewer Fund	5085100	Assigned Cash and Investments - Ending	\$1,184,214
0463	409	Sewer Fund	5085100	Assigned Cash and Investments - Ending	\$278,229
0463	630	Pangrazi Memorial Fund	5083100	Restricted Cash and Investments - Ending	\$12,628
0463	698	State Agency Fund	5083100	Restricted Cash and Investments - Ending	\$4,699
0463	001	Current Expense/General Fund	3821000	Refundable Deposits	\$32,283
0463	001	Current Expense/General Fund	3821000	Refundable Deposits	\$22,954
0463	101	Street Fund	3981000	Insurance Recoveries (Cash Basis)	\$2,339
0463	110	Coal Mine Trail Fund	3970000	Transfers-In	\$4,500
0463	409	Sewer Fund	3918000	Intergovernmental Loans	\$8,529
0463	630	Pangrazi Memorial Fund	3896000	Custodial Type Interest Earnings	\$195
0463	698	State Agency Fund	3868300	Court Remittances	\$233

MCAG	Fund #	Fund Name	BARS Account	BARS Name	Amount
0463	698	State Agency Fund	3868300	Court Remittances	\$466
0463	698	State Agency Fund	3868300	Court Remittances	\$268
0463	698	State Agency Fund	3868800	Court Remittances	\$62
0463	698	State Agency Fund	3868900	Court Remittances	\$78
0463	698	State Agency Fund	3868900	Court Remittances	\$267
0463	698	State Agency Fund	3869100	Court Remittances	\$5,050
0463	698	State Agency Fund	3869200	Court Remittances	\$2,597
0463	698	State Agency Fund	3869600	Court Remittances	\$8
0463	698	State Agency Fund	3869700	Court Remittances	\$1,263
0463	698	State Agency Fund	3869900	Court Remittances	\$200
0463	698	State Agency Fund	3893100	Custodial Type Collections	\$312
0463	698	State Agency Fund	3893100	Custodial Type Collections	\$1,565
0463	698	State Agency Fund	3893100	Custodial Type Collections	\$1,470
0463	698	State Agency Fund	3893100	Custodial Type Collections	\$9,701
0463	698	State Agency Fund	3893100	Custodial Type Collections	\$1,311
0463	698	State Agency Fund	3893100	Custodial Type Collections	\$193
0463	698	State Agency Fund	3893100	Custodial Type Collections	\$20,640
0463	001	Current Expense/General Fund	5821000	Refund of Deposits	\$15,399
0463	001	Current Expense/General Fund	5911870	Debt Repayment - Centralized/General Services	\$3,047
0463	001	Current Expense/General Fund	5911870	Debt Repayment - Centralized/General Services	\$2,075
0463	001	Current Expense/General Fund	5912170	Debt Repayment - Law Enforcement Services	\$324
0463	001	Current Expense/General Fund	5912170	Debt Repayment - Law Enforcement Services	\$29,152
0463	001	Current Expense/General Fund	5912170	Debt Repayment - Law Enforcement Services	\$8,722
0463	001	Current Expense/General Fund	5912170	Debt Repayment - Law Enforcement Services	\$4,677

MCAG	Fund #	Fund Name	BARS Account	BARS Name	Amount
0463	001	Current Expense/General Fund	5917270	Debt Repayment - Libraries	\$1,931
0463	001	Current Expense/General Fund	5941860	Capital Expenditures/Expenses - Centralized/General Services	\$37,656
0463	001	Current Expense/General Fund	5941860	Capital Expenditures/Expenses - Centralized/General Services	\$6,769
0463	001	Current Expense/General Fund	5941860	Capital Expenditures/Expenses - Centralized/General Services	\$9,403
0463	001	Current Expense/General Fund	5942160	Capital Expenditures/Expenses - Law Enforcement Services	\$19,692
0463	001	Current Expense/General Fund	5942160	Capital Expenditures/Expenses - Law Enforcement Services	\$9,844
0463	001	Current Expense/General Fund	5942160	Capital Expenditures/Expenses - Law Enforcement Services	\$5,255
0463	001	Current Expense/General Fund	5942160	Capital Expenditures/Expenses - Law Enforcement Services	\$17,974
0463	001	Current Expense/General Fund	5942160	Capital Expenditures/Expenses - Law Enforcement Services	\$9,301
0463	001	Current Expense/General Fund	5942260	Capital Expenditures/Expenses - Fire Suppression and EMS Services	\$7,195
0463	001	Current Expense/General Fund	5942260	Capital Expenditures/Expenses - Fire Suppression and EMS Services	\$24,910
0463	001	Current Expense/General Fund	5942260	Capital Expenditures/Expenses - Fire Suppression and EMS Services	\$11,737

MCAG	Fund #	Fund Name	BARS Account	BARS Name	Amount
0463	001	Current Expense/General Fund	5942260	Capital Expenditures/Expenses - Fire Suppression and EMS Services	\$16,028
0463	001	Current Expense/General Fund	5942260	Capital Expenditures/Expenses - Fire Suppression and EMS Services	\$7,500
0463	001	Current Expense/General Fund	5942260	Capital Expenditures/Expenses - Fire Suppression and EMS Services	\$11,518
0463	001	Current Expense/General Fund	5945860	Capital Expenditures/Expenses - Community Planning and Economic Development	\$28,743
0463	001	Current Expense/General Fund	5945860	Capital Expenditures/Expenses - Community Planning and Economic Development	\$38,551
0463	001	Current Expense/General Fund	5947260	Capital Expenditures/Expenses - Libraries	\$11,281
0463	001	Current Expense/General Fund	5953060	Capital Expenditures/Expenses - Roadway	\$4,237
0463	001	Current Expense/General Fund	5970000	Transfers-Out	\$4,500
0463	101	Street Fund	5919570	Debt Repayment - Roads/Streets and Other Infrastructure	\$12,763
0463	101	Street Fund	5919570	Debt Repayment - Roads/Streets and Other Infrastructure	\$1,931
0463	101	Street Fund	5929580	Interest and Other Debt Service Cost - Roads/Streets and Related Infrastructure	\$1,832
0463	101	Street Fund	5929580	Interest and Other Debt Service Cost - Roads/Streets and Related Infrastructure	\$2,329
0463	101	Street Fund	5943660	Capital Expenditures/Expenses - Cemetery	\$1,866

MCAG	Fund #	Fund Name	BARS Account	BARS Name	Amount
0463	101	Street Fund	5944260	Capital Expenditures/Expenses - Roads/Streets Ordinary Maintenance	\$1,605
0463	101	Street Fund	5944260	Capital Expenditures/Expenses - Roads/Streets Ordinary Maintenance	\$1,396
0463	101	Street Fund	5944260	Capital Expenditures/Expenses - Roads/Streets Ordinary Maintenance	\$1,266
0463	101	Street Fund	5944260	Capital Expenditures/Expenses - Roads/Streets Ordinary Maintenance	\$1,866
0463	101	Street Fund	5944270	Capital Expenditures/Expenses - Roads/Streets Ordinary Maintenance	\$16,367
0463	101	Street Fund	5953060	Capital Expenditures/Expenses - Roadway	\$93
0463	101	Street Fund	5953060	Capital Expenditures/Expenses - Roadway	\$5,373
0463	101	Street Fund	5953060	Capital Expenditures/Expenses - Roadway	\$61,825
0463	101	Street Fund	5953060	Capital Expenditures/Expenses - Roadway	\$27,054
0463	101	Street Fund	5953060	Capital Expenditures/Expenses - Roadway	\$507,309
0463	101	Street Fund	5953060	Capital Expenditures/Expenses - Roadway	\$15,538
0463	101	Street Fund	5953060	Capital Expenditures/Expenses - Roadway	\$170,272
0463	101	Street Fund	5953060	Capital Expenditures/Expenses - Roadway	\$715
0463	101	Street Fund	5953060	Capital Expenditures/Expenses - Roadway	\$72,692

MCAG	Fund #	Fund Name	BARS Account	BARS Name	Amount
0463	101	Street Fund	5953060	Capital Expenditures/Expenses - Roadway	\$15,253
0463	101	Street Fund	5953060	Capital Expenditures/Expenses - Roadway	\$1,566
0463	101	Street Fund	5953060	Capital Expenditures/Expenses - Roadway	\$10,191
0463	106	Tourist/Lodging Tax Fund	5943660	Capital Expenditures/Expenses - Cemetery	\$121
0463	106	Tourist/Lodging Tax Fund	5943660	Capital Expenditures/Expenses - Cemetery	\$73,610
0463	106	Tourist/Lodging Tax Fund	5943660	Capital Expenditures/Expenses - Cemetery	\$62,258
0463	309	REET Excise Tax/Capital Projects Fund	5944260	Capital Expenditures/Expenses - Roads/Streets Ordinary Maintenance	\$115,514
0463	309	REET Excise Tax/Capital Projects Fund	5947260	Capital Expenditures/Expenses - Libraries	\$15,821
0463	309	REET Excise Tax/Capital Projects Fund	5953060	Capital Expenditures/Expenses - Roadway	\$1,229,640
0463	309	REET Excise Tax/Capital Projects Fund	5953060	Capital Expenditures/Expenses - Roadway	\$1,201,131
0463	401	Water Fund	5913470	Debt Repayment - Water Utilities	\$162,960
0463	401	Water Fund	5913470	Debt Repayment - Water Utilities	\$149,569
0463	401	Water Fund	5913470	Debt Repayment - Water Utilities	\$55,694
0463	401	Water Fund	5913470	Debt Repayment - Water Utilities	\$2,010
0463	401	Water Fund	5913470	Debt Repayment - Water Utilities	\$12,240
0463	401	Water Fund	5923480	Interest and Other Debt Service Cost - Water Utilities	\$52,046

MCAG	Fund #	Fund Name	BARS Account	BARS Name	Amount
0463	401	Water Fund	5923480	Interest and Other Debt Service Cost - Water Utilities	\$7,995
0463	401	Water Fund	5923480	Interest and Other Debt Service Cost - Water Utilities	\$24,584
0463	401	Water Fund	5923480	Interest and Other Debt Service Cost - Water Utilities	\$4,120
0463	401	Water Fund	5923480	Interest and Other Debt Service Cost - Water Utilities	\$3,941
0463	401	Water Fund	5923480	Interest and Other Debt Service Cost - Water Utilities	\$179
0463	401	Water Fund	5943460	Capital Expenditures/Expenses - Water Utilities	\$73,331
0463	401	Water Fund	5943460	Capital Expenditures/Expenses - Water Utilities	\$6,094
0463	401	Water Fund	5943460	Capital Expenditures/Expenses - Water Utilities	\$8,026
0463	401	Water Fund	5943460	Capital Expenditures/Expenses - Water Utilities	\$26,300
0463	401	Water Fund	5943460	Capital Expenditures/Expenses - Water Utilities	\$3,978
0463	401	Water Fund	5943460	Capital Expenditures/Expenses - Water Utilities	\$13,356
0463	401	Water Fund	5943460	Capital Expenditures/Expenses - Water Utilities	\$28,574
0463	401	Water Fund	5943470	Capital Expenditures/Expenses - Water Utilities	\$28,957
0463	401	Water Fund	5943470	Capital Expenditures/Expenses - Water Utilities	\$27,698
0463	401	Water Fund	5943470	Capital Expenditures/Expenses - Water Utilities	\$1,259

MCAG	Fund #	Fund Name	BARS Account	BARS Name	Amount
0463	403	Airport Fund	5944660	Capital Expenditures/Expenses - Airports and Ports	\$4,355
0463	409	Sewer Fund	5913570	Debt Repayment - Sewer/Reclaimed Water Utilities	\$24,040
0463	409	Sewer Fund	5913570	Debt Repayment - Sewer/Reclaimed Water Utilities	\$47,572
0463	409	Sewer Fund	5923580	Interest and Other Debt Service Cost - Sewer/Reclaimed Water Utilities	\$7,678
0463	409	Sewer Fund	5923580	Interest and Other Debt Service Cost - Sewer/Reclaimed Water Utilities	\$6,829
0463	409	Sewer Fund	5923580	Interest and Other Debt Service Cost - Sewer/Reclaimed Water Utilities	\$3,582
0463	409	Sewer Fund	5923580	Interest and Other Debt Service Cost - Sewer/Reclaimed Water Utilities	\$3,582
0463	409	Sewer Fund	5923580	Interest and Other Debt Service Cost - Sewer/Reclaimed Water Utilities	\$179
0463	409	Sewer Fund	5943560	Capital Expenditures/Expenses - Sewer/Reclaimed Water Utilities	\$34,898
0463	409	Sewer Fund	5943560	Capital Expenditures/Expenses - Sewer/Reclaimed Water Utilities	\$151,366
0463	409	Sewer Fund	5943560	Capital Expenditures/Expenses - Sewer/Reclaimed Water Utilities	\$151,366
0463	409	Sewer Fund	5943560	Capital Expenditures/Expenses - Sewer/Reclaimed Water Utilities	\$5,205

MCAG	Fund #	Fund Name	BARS Account	BARS Name	Amount
0463	409	Sewer Fund	5943560	Capital Expenditures/Expenses - Sewer/Reclaimed Water Utilities	\$22,404
0463	409	Sewer Fund	5943560	Capital Expenditures/Expenses - Sewer/Reclaimed Water Utilities	\$6,421
0463	409	Sewer Fund	5943560	Capital Expenditures/Expenses - Sewer/Reclaimed Water Utilities	\$13,552
0463	409	Sewer Fund	5943560	Capital Expenditures/Expenses - Sewer/Reclaimed Water Utilities	\$3,436
0463	409	Sewer Fund	5943560	Capital Expenditures/Expenses - Sewer/Reclaimed Water Utilities	\$13,874
0463	409	Sewer Fund	5943560	Capital Expenditures/Expenses - Sewer/Reclaimed Water Utilities	\$25,551
0463	409	Sewer Fund	5943570	Capital Expenditures/Expenses - Sewer/Reclaimed Water Utilities	\$25,180
0463	409	Sewer Fund	5943570	Capital Expenditures/Expenses - Sewer/Reclaimed Water Utilities	\$25,180
0463	409	Sewer Fund	5943570	Capital Expenditures/Expenses - Sewer/Reclaimed Water Utilities	\$1,259
0463	630	Pangrazi Memorial Fund	5894000	Custodial Type Disbursements	\$1,225
0463	698	State Agency Fund	5868300	Court Remittances	\$202
0463	698	State Agency Fund	5868300	Court Remittances	\$405
0463	698	State Agency Fund	5868300	Court Remittances	\$237
0463	698	State Agency Fund	5868800	Court Remittances	\$55
0463	698	State Agency Fund	5868900	Court Remittances	\$71
0463	698	State Agency Fund	5868900	Court Remittances	\$220
0463	698	State Agency Fund	5869100	Court Remittances	\$4,232

MCAG	Fund #	Fund Name	BARS Account	BARS Name	Amount
0463	698	State Agency Fund	5869200	Court Remittances	\$2,151
0463	698	State Agency Fund	5869600	Court Remittances	\$7
0463	698	State Agency Fund	5869700	Court Remittances	\$1,122
0463	698	State Agency Fund	5869900	Court Remittances	\$200
0463	698	State Agency Fund	5893100	Custodial Type Remittances	\$1,226
0463	698	State Agency Fund	5893100	Custodial Type Remittances	\$339
0463	698	State Agency Fund	5893100	Custodial Type Remittances	\$1,551
0463	698	State Agency Fund	5893100	Custodial Type Remittances	\$8,799
0463	698	State Agency Fund	5893100	Custodial Type Remittances	\$1,185
0463	698	State Agency Fund	5893100	Custodial Type Remittances	\$192
0463	698	State Agency Fund	5893100	Custodial Type Remittances	\$39
0463	698	State Agency Fund	5893100	Custodial Type Remittances	\$20,447

CITY OF CLE ELUM
SCHEDULE SUMMARY OF BANK RECONCILIATION
 For the Fiscal Year ended December 31, 2025

[CASH BARS Schedule 06 Instructions Link](#)

Bank & Investment Account name (1)	FROM BANK STATEMENTS					Ending Bank Balance (7)
	Beginning Bank Balance (2)	Deposits		Withdrawals		
		Receipts (3)	Inter-bank transfers In (4)	Disbursements (5)	Inter-bank transfers out (6)	
1 - Checking 2924	2269567.24	19951868.34	1590667.56	18762755.77	50000	4999347.37
8 - Cash Drawer City Hall	150	0	0	0	0	150
9 - US Bank	175357.17	53699.28	1076875	611.5	170000	1135319.95
10 - US Bank Investment	3483927	76875	0	-978	1076875	2484905
11 - Xpress Deposit Account	36311.23	1459399.58	0	2847.33	1420667.56	72195.92
12 - Petty Cash City Hall	100	0	0	0	0	100
13 - Petty Cash Police	100	0	0	0	0	100
14 - Cash Drawer Police	100	0	0	0	0	100
15 - Petty Cash Library	100	0	0	0	0	100
16 - Cash Drawer Library	15	0	0	0	0	15
17 - Police Drug Fund	350	0	0	0	0	350
18 - Umpqua Card Account 9016	0	0	50000	0	0	50000
Bank Totals	\$ 5,966,078	\$ 21,541,842	\$ 2,717,543	\$ 18,765,237	\$ 2,717,543	\$ 8,742,683

RECONCILING ITEMS					
Beginning Deposits in Transit (8)	497,133.30	(497,133.30)			
Year-end Deposits in Transit (9)		70,479.95			70,479.95
Beginning Outstanding & Open Period Items (10)	(831,955.95)		(831,955.95)		
Year-end Outstanding & Open Period Items (11)			681,833.93		(681,833.93)
NSF Checks (12)		(5,261.62)	(5,261.62)		
Cancellation of unredeemed checks/warrants (13)					
Interfund transactions (14)		4,500.00	4,500.00		
Netted Transactions (15)		(1,533,294.73)	(1,533,294.73)		
Authorized balance of revolving, petty cash and change funds (16)					
Other Reconciling Items, net (17)	-	84,290.36	84,290.36		
Reconciling Items Totals	\$ (334,823)	\$ (1,876,419)		\$ (1,599,888)	\$ (611,354)

FROM GENERAL LEDGER					
#15C \$1,801,770.98 was a bank error -- the city was garnished and the bank didn't read it correctly and took the entire balance of account -- s/b \$232,000 for 2 different banks.	Beginning Cash & Investment Balance (19)	Revenues & Other Increases (20)		Expenditures & Other Decreases (21)	Ending Cash & Investment Balance (22)
	C4/C5 or Trial Balance Totals (18)	5,631,254.99	19,897,422.86	17,397,348.59	8,131,329.26
Unreconciled Variance (23)	\$ -	\$ (232,000)		\$ (232,000)	\$ -

**City of Cle Elum
Schedule of Liabilities
For the Year Ended December 31, 2025**

ID. No.	Debt ID Title	Description	Beginning Balance	Additions	Reductions	Ending Balance
General Obligation Debt/Liabilities						
263.56	Leases, SBITA, and PPPs	POLICE CAMERAS 2021 Pay Huntington	61,926	-	29,152	32,774
263.56	Leases, SBITA, and PPPs	POLICE CAMERAS 4 2023	34,890	-	8,722	26,168
263.56	Leases, SBITA, and PPPs	POLICE #HZOO POSTAGE METER 2021	1,133	-	324	809
263.56	Leases, SBITA, and PPPs	CITY HALL POSTAGE METER 2021	2,594	-	2,075	519
263.56	Leases, SBITA, and PPPs	LIBRARY EQUIPMENT AND INTERNET	2,750	1,250	-	4,000
263.56	Leases, SBITA, and PPPs	CITY HALL/LIBRARY/PW/ NEW COPIERS	16,700	-	6,910	9,790
263.56	Leases, SBITA, and PPPs	POLICE LEADS SOFTWARE 2024	7,121	-	4,677	2,444
Total General Obligation Debt/Liabilities:			127,114	1,250	51,860	76,504
Revenue and Other (non G.O.) Debt/Liabilities						
259.12	Compensated Absences	Compensated Absences	529,491	87,198	-	616,689
263.12	Claims and Judgments	City Heights Judgment	22,230,175	-	-	22,230,175
263.52	Installment Purchases	CAT Loader Loan	260,050	159	125,899	134,310
263.84	Loans and other obligations to Washington state agencies (Except LOCAL and PWTF loans)	DOH Watermain Loan	275,199	-	-	275,199
263.84	Loans and other obligations to Washington state agencies (Except LOCAL and PWTF loans)	DOE Stormwater Loan	43,128	8,529	-	51,657
263.88	Public Works Trust Fund (PWTF) Loans	PWB Watermain Loan	2,841,810	-	149,569	2,692,241

**City of Cle Elum
Schedule of Liabilities
For the Year Ended December 31, 2025**

ID. No.	Debt ID Title	Description	Beginning Balance	Additions	Reductions	Ending Balance
263.57	Leases, SBITA, and PPPs	PUBLIC WORKS VAC TRUCK 2100I 2023	364,251	-	116,030	248,221
263.57	Leases, SBITA, and PPPs	REGIONAL WATER WIN-911 PRO	4,080	-	2,010	2,070
263.57	Leases, SBITA, and PPPs	REGIONAL WATER FLEX CREDITS	25,085	-	12,240	12,845
252.11	Non-voted Revenue bonds	Columbia Bank Water Sewer Loan	1,659,000	-	187,000	1,472,000
264.30	Pension Liabilities	Pension Liability	102,275	-	31,406	70,869
264.40	OPEB Liabilities	OPEB Liability	418,551	-	11,012	407,539
263.12	Claims and Judgments	City Heights Judgment Supp. Attorney Fees	-	2,316,549	-	2,316,549
Total Revenue and Other (non G.O.) Debt/Liabilities:			28,753,095	2,412,435	635,166	30,530,364
Total Liabilities:			28,880,209	2,413,685	687,026	30,606,868

City of Cle Elum
Schedule of Expenditures of State Financial Assistance
For the Year Ended December 31, 2025

State Agency Name	Program Title	Identification Number	Total
State Award from Department of Commerce	GMA CLIMATE ELEMENT	24-63610-114	28,743
State Award from Department of Commerce	GMA PERIODIC UPDATE	25-63335-129	38,551
		Sub-Total:	67,294
State Award from Transportation Improvement Board (TIB)	FUEL TAX STREET PATH STAFFORD TO PENN PHASE 1 TIB	P-E-930(P06)-1	15,538
State Award from Transportation Improvement Board (TIB)	TIB FUEL TAX -- FIRST ST. PHASE 3 OAKES TO PEOH	6-E-930(008)-1	170,272
State Award from Transportation Improvement Board (TIB)	TIB FUEL TAX AGREEMENT SEAL COAT 2025	2-E-930(007)-1	72,692
State Award from Transportation Improvement Board (TIB)	COMPLETE STREETS TIB 2ND ST. PATH PENN TO SHORT	C-E-930(004)-1	715
State Award from Transportation Improvement Board (TIB)	TIB FUEL TAX -- 2ND ST. ROUNDABOUT GRANT	6-E-930(007)-1	507,309
		Sub-Total:	766,526
State Award from Criminal Justice Training Commission	CJTC POLICE WELLNESS GRANT	IA25-015	9,301
		Sub-Total:	9,301
State Award from Department of Ecology	CWSRF -- STORMWATER GRANT	WQC-2022-CoCle-00102	151,366
		Sub-Total:	151,366
State Award from Department of Health	EMS TRAUMA	AMBV.ES.00000354	244
		Sub-Total:	244
State Award from Department Natural Resources	DNR FEPP EQUIPMENT	FEPP MAINTENANCE	11,737

State Agency Name	Program Title	Identification Number	Total
State Award from Department Natural Resources	DNR PPE COMMUNICATIONS	2025 HB1168	24,910
State Award from Department Natural Resources	FIRE EQUIPMENT	2025PH209	7,195
State Award from Department Natural Resources	WATER MONITOR	2025EQU107	16,028
State Award from Department Natural Resources	WILDFIRE MITIGATION	FW2025-003	4,016
State Award from Department Natural Resources	WILDFIRE VOLUNTEER FIRE ASSISTANCE	93-105871	7,500
		Sub-Total:	71,386
		Total State Grants Expended:	1,066,117

City of Cle Elum
Schedule of Expenditures of Federal Awards
For the Year Ended December 31, 2025

Federal Agency (Pass-Through Agency)	Federal Program	ALN Number	Other Award Number	Expenditures			Passed through to Subrecipients	Note
				From Pass- Through Awards	From Direct Awards	Total		
ASSISTANT SECRETARY FOR COMMUNITY PLANNING AND DEVELOPMENT, HOUSING AND URBAN DEVELOPMENT, DEPARTMENT OF (via DEPARTMENT OF COMMERCE)	Community Development Block Grants/State's program and Non-Entitlement Grants in Hawaii	14.228	21-62210-026	1,229,640	-	1,229,640	-	123
FEDERAL HIGHWAY ADMINISTRATION, TRANSPORTATION, DEPARTMENT OF (via WASHINGTON STATE DEPARTMENT OF TRANSPORTATION)	Highway Planning and Construction	20.205	HSIP-000S (717)	15,253	-	15,253	-	123
FEDERAL HIGHWAY ADMINISTRATION, TRANSPORTATION, DEPARTMENT OF (via WASHINGTON STATE DEPARTMENT OF TRANSPORTATION)	Highway Planning and Construction	20.205	STBGR-2919 (004)	27,054	-	27,054	-	123
FEDERAL HIGHWAY ADMINISTRATION, TRANSPORTATION, DEPARTMENT OF (via WASHINGTON STATE DEPARTMENT OF TRANSPORTATION)	Highway Planning and Construction	20.205	STBG(R)-0903 (086)	1,201,131	-	1,201,131	-	123

The accompanying notes are an integral part of this schedule.

City of Cle Elum
Schedule of Expenditures of Federal Awards
For the Year Ended December 31, 2025

Federal Agency (Pass-Through Agency)	Federal Program	ALN Number	Other Award Number	Expenditures			Passed through to Subrecipients	Note
				From Pass- Through Awards	From Direct Awards	Total		
FEDERAL HIGHWAY ADMINISTRATION, TRANSPORTATION, DEPARTMENT OF (via WASHINGTON STATE DEPARTMENT OF TRANSPORTATION)	Highway Planning and Construction	20.205	TARP-0220 (005)	1,566	-	1,566	-	123
FEDERAL HIGHWAY ADMINISTRATION, TRANSPORTATION, DEPARTMENT OF (via WASHINGTON STATE DEPARTMENT OF TRANSPORTATION)	Highway Planning and Construction	20.205	TARP-0903 (087)	10,191	-	10,191	-	123
			Total ALN 20.205:	1,255,195	-	1,255,195	-	
OFFICE OF THE SECRETARY, TRANSPORTATION, DEPARTMENT OF (via WASHINGTON STATE DEPARTMENT OF TRANSPORTATION)	Safe Streets and Roads for All	20.939	693jj32440253	61,825	-	61,825	-	123
FEDERAL EMERGENCY MANAGEMENT AGENCY, HOMELAND SECURITY, DEPARTMENT OF (via WASHINGTON MILITARY DEPARTMENT)	State and Local Cybersecurity Grant Program Tribal Cybersecurity Grant Program	97.137	E25-262	6,769	-	6,769	-	123
			Total Federal Awards Expended:	2,553,429	-	2,553,429	-	

The accompanying notes are an integral part of this schedule.

City of Cle Elum MCAG #0463

Notes to the Schedule of Expenditures of Federal Awards

For the Year Ended December 31, 2025

Note 1 – Basis of Accounting

This schedule is prepared on the same basis of accounting as the City of Cle Elum's financial statements. The City of Cle Elum uses the cash basis of accounting.

Note 2 – Federal Indirect Cost Rate

The City has not elected to use the 10-percent de minimis indirect cost rate allowed under the Uniform Guidance.

Note 3 – Program Costs

The amounts shown as current year expenditures represent only the federal award portion of the program costs. Entire program costs, including the City of Cle Elum's portion, are more than shown. Such expenditures are recognized following the cost principles contained in Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

City of Cle Elum
Schedule 21 Questions 1-6 (unaudited)
For Fiscal Year Ended: 2025

Property and Liability Insurance	Health and Welfare Insurance	Unemployment Compensation Obligations	Workers Compensation Obligations Other Risks or Obligations
Belong to a public entity risk pool	Belong to a public entity risk pool	"Reimbursable" status, but with no accumulated resources (i.e. risk assumption)	Pay premiums to the Department of Labor and Industries

Washington PFML Program	Entity	Government Type
Pay premiums to the State's program for both benefits	City of Cle Elum	City/Town



CITY OF CLE ELUM
Cle Elum Fire Chief Administrator

**AGENDA STAFF
REPORT**

AGENDA DATE: June 9, 2026

ACTION REQUESTED: Council authorizes the Fire Chief to authorize a fire safety burn ban in the up-and-coming fire season to coordinate the best of our ability with county regulations.

BACKGROUND: 8.24.020 Fire season.

States that council sets the beginning date of fire season a time when fires are considered extra hazardous. Each year lots of information is gathered and discussed with the county fire chiefs and marshals. Fire data and sciences are used to best determine when we hit these thresh holds for fire safety.

With this I'm asking the council's permission to set the up-and-coming burn ban this year when conditions meet a need for a fire burn ban.

RECOMMENDATION Council to approve the fire Chief to set the fire burn band to align to the best of our ability with county regulations.

ATTACHMENTS: None

LEAD STAFF: Ed Mills
Fire Chief Administrator

CITY OF CLE ELUM
City Administration

AGENDA
STAFF REPORT

AGENDA DATE: June 9, 2026

ACTION REQUESTED: Motion to approve the Mayor to sign the Payment Processing Agreement with Forte Payments, Inc.

BACKGROUND: If you recall, the City is currently in the process of implementing a permitting software system. This system will allow online credit card payments, and to enable this feature, the City must partner with a credit card processing company that can integrate with the software.

One of the companies recommended by the software vendor is Forte Payments, Inc. Their agreement is attached for review. The agreement was initially reviewed by the City Attorney and then sent back to Forte for reconsideration. Forte accepted some of the requested revisions but declined others and when asked about the remaining proposed changes, Forte stated that they had made all modifications they were willing to make.

This agreement was presented to the General Government Committee, which unanimously voted to recommend forwarding it to the City Council for full consideration.

RECOMMENDATION: Council to approve the Mayor to sign this Payment Processing Agreement with Forte Payments, Inc.

ATTACHMENTS: Payment Processing Agreement – Clean Copy
Payment Processing Agreement – Redline

LEAD STAFF: Robert Omans & Robin Newcomb

**CLEAN
COPY**

PAYMENT PROCESSING AGREEMENT

This Payment Processing Agreement (“Agreement”), including all applicable appendices and addendums hereto, is made by and between **CSG Forte Payments, Inc.**, a Delaware corporation with its primary business address at 2121 Providence Drive, Suite 151, Fort Worth, TX 76106 (“FORTE” or “Party”), and **City of Cle Elum**, a Washington municipal corporation, with its primary business address at 119 W First Street, Cle Elum, WA 98922 (“AGENCY” or “Party” or “Merchant”), and is effective upon the date last signed below (the “Effective Date”). FORTE provides payment processing and related products and services including but not limited to Automated Clearing House (“ACH”), credit and debit card processing, account verification and customer identification (collectively and individually, as applicable, the “Services”) to AGENCY who provides services to, or otherwise has a business relationship with, individuals and other entities (“Constituents” or “Customers”). AGENCY and FORTE are referred to individually herein as “Party” and collectively, “Parties.”

1. GENERAL

The Agreement shall consist of these terms and conditions, each of the Appendices attached hereto if applicable, and all modifications and amendments thereto. Under the terms of the Agreement, AGENCY will be furnished with the Services described in the Agreement and attached Appendices which are selected by AGENCY and approved by FORTE. For any terms herein that are specifically applicable to any particular Services offered by FORTE, only the terms and conditions that apply to the specific Services requested by AGENCY at any given time shall apply. Some capitalized terms which are not defined herein have specific definitions provided in Appendix A, attached hereto and incorporated by this reference.

2. USAGE

2.1 Use License. Subject to the terms and conditions of this Agreement, FORTE hereby grants to AGENCY a non-exclusive and non-transferable license to access and use the Services contracted for and AGENCY hereby accepts such license and agrees to utilize and access the Services in accordance with the practices and procedures established by FORTE, which may be amended from time to time in accordance with this Agreement. AGENCY may use the Services (a) for its own internal business purposes and operations, and/or (b) as a service provided to its Constituents, unless otherwise agreed by FORTE in writing. AGENCY agrees that it will not transmit any material through FORTE’s systems in violation of any applicable Laws or Rules. FORTE reserves the right to use commercially reasonable means to monitor AGENCY’s actions in the event of a real or perceived security risk.

2.2 Use of Proprietary Property. No license or right to use, reproduce, translate, rearrange, modify, enhance, display, sell, lease, sublicense, or otherwise distribute, transfer, or dispose of any of FORTE's Proprietary Property, as defined in Section 3 below, in whole or in part, is granted except as expressly provided by this Agreement. AGENCY shall not reverse engineer, decompile, or disassemble the Proprietary Property. Additionally, nothing in this Agreement shall be construed to provide AGENCY with a license of any third-party proprietary information or property.

2.3 Acceptable Use. AGENCY agrees to comply with the reasonable and acceptable use policies and Rules of any networks accessed by AGENCY through the Services. FORTE reserves the right to limit or suspend access to the Services if, in FORTE’s reasonable determination, AGENCY’s use of the Services is causing or is likely to cause harm to FORTE’s servers or third-party network accessed through FORTE. In the event of such an occurrence, FORTE shall make reasonable efforts to notify AGENCY prior to taking any such action and provide an opportunity to cure the issue, unless prohibited by law enforcement or a regulatory body.

2.4 User and System Security. AGENCY shall ensure that its Users comply with all applicable requirements of this Agreement. AGENCY is responsible for protecting the confidentiality of any and all passwords and credentials provided to AGENCY by FORTE for the purpose of utilizing the Services or other forms of access to AGENCY’s accounts with FORTE. AGENCY is responsible for the security

of its systems, locations, and equipment used in processing Transactions under this Agreement and for developing security procedures and training its employees in the procedures. AGENCY expressly assumes responsibility for the acts or omissions of all Users on its accounts with FORTE and for User access to FORTE's systems, either directly or through software.

2.5 Use of Information and Data. AGENCY acknowledges and agrees that all information submitted by AGENCY to FORTE in order for FORTE to provide the Services to AGENCY or otherwise contributed by AGENCY pursuant to the Services (including Transaction results), is held in FORTE's database and may be used by FORTE for the purposes of providing the Services to AGENCY and AGENCY's Constituents in compliance with all applicable Laws and Rules, including in accordance with the federal Fair Credit Reporting Act ("FCRA"), and not for any unlawful purpose or for FORTE's independent commercial benefit. Further, FORTE may track, review, compile, store, and use any information or data received from AGENCY as part of a Transaction or information or data received from a Payment Association or financial institution regarding a Transaction for regulatory compliance or any other legally permissible purpose. Without limiting the foregoing, AGENCY agrees and acknowledges that FORTE may use the routing numbers, account numbers and other PII submitted by AGENCY as well as Transaction results provided to or received by FORTE for the purpose of supporting FORTE's fraud detection, account validation and verification, and/or other commercially available services.

3. OWNERSHIP

All computer programs, trademarks, service marks, patents, copyrights, trade secrets, know-how, and other proprietary rights in or related to the Services (the "Proprietary Property"), are and will remain the sole and exclusive property of FORTE, whether or not specifically recognized or perfected under applicable Law. FORTE shall own all rights, title, and interest, including all intellectual property rights, in and to any improvements to the existing Services and/or any new programs, upgrades, modifications, or enhancements developed by FORTE in connection with rendering Services to AGENCY, even when refinements and improvements result from AGENCY's request. To the extent, if any, that ownership in such refinements and improvements does not automatically vest in FORTE by virtue of this Agreement or otherwise, AGENCY hereby expressly transfers and assigns to FORTE all rights, title, and interest which AGENCY may have in and to such refinements and improvements. All reference to any of FORTE's service marks, trademarks, patents, or copyrights, or those of FORTE's partners or vendors, shall be made in compliance with the requirements, including periodic updates thereto, as provided at <http://www.forte.net/trademark>.

4. CONFIDENTIALITY

The Parties acknowledge that, by virtue of this Agreement, each has been and will continue to be entrusted with certain Confidential Information (as defined in Appendix A) pertaining to the other's business, including, but not limited to, proprietary information developed by, acquired by, or licensed to each Party. Each Party agrees that, except to the extent and in the manner necessary to perform its duties hereunder, it will not disclose to others or use for its own benefit any Confidential Information of the other Party and it will hold all Proprietary Property, as defined herein, confidential in perpetuity, subject to all applicable Laws and Rules. Additionally, in the course of providing and receiving the Services, each Party acknowledges that it may receive or have access to Personally Identifiable Information ("PII"), as more fully defined in Appendix A. As such, each Party shall: (i) keep all PII in strict confidence, with the degree of care necessary to avoid unauthorized access, use, or disclosure; (ii) use PII solely and exclusively for the purposes provided in this Agreement; (iii) implement administrative, physical, and technical safeguards to protect PII that are at least as rigorous as accepted industry practices; and (iv) have in place a program that complies with applicable legal requirements regarding PII, including, if applicable, Payment Card Industry ("PCI") standards for data security.

Except with respect to PII, this Section 4 will not apply to Confidential Information that (i) was already available to the public at the time of disclosure, (ii) becomes generally known to the public after

disclosure to the other Party, through no fault of the other Party, (iii) is disclosed under force of law, applicable regulation, governmental regulation or court order, (iv) is required to be disclosed by a banking partner, an Acquirer, or an applicable Payment Network, or (v) is required to be disclosed by AGENCY in compliance with Chapter 42.56 RCW, the Washington Public Records Act; provided that, to the extent practicable, AGENCY shall provide notice to FORTE prior to disclosure to allow FORTE to seek protection under applicable Laws.

5. TERM AND TERMINATION

5.1 Term. This Agreement shall have an initial term of five (5) years (the “Initial Term”). Thereafter, this Agreement will automatically renew for additional one (1) year terms (each a “Renewal Term” and together with the Initial Term, the “Term of the Agreement”) unless either Party provides not less than thirty (30) days’ prior written notice of termination to the other Party.

5.2 Termination for Material Breach. In the event of a material breach of this Agreement by one Party and failure to cure within thirty (30) days of receipt of written notice of the breach, the other Party may terminate immediately by providing written notice of termination.

5.3 Termination with Notice. Either Party may terminate this Agreement upon thirty (30) days’ prior written notice in the event (i) there is a material adverse change to either Party or its financial condition; (ii) AGENCY experiences Excessive Chargebacks pursuant to Section 6.12 herein; or (iii) if either Party is in violation of any applicable Law, Rule, or regulation. Notwithstanding the foregoing, FORTE reserves the right to suspend AGENCY’s receipt of Services under Section 6.17 in conjunction with sending notice of intent to terminate this Agreement.

5.4 Suspension and Termination for Cause. FORTE may immediately suspend provision of the Services without prior notice in the event (i) that it reasonably determines AGENCY has experienced an actual or suspected data security breach; (ii) FORTE is instructed to terminate the Agreement by a financial institution, Acquirer, or Payment Network; or (iii) FORTE observes irregular, suspicious, or fraudulent Transaction activity on AGENCY’s account that is reasonably likely to expose FORTE to risk of financial, reputational, or other measurable loss. Notwithstanding the foregoing, FORTE may terminate this Agreement upon prior written notice under the conditions in this Section 5 or without notice if directed by a court order, law enforcement, or regulatory authority.

6. TRANSACTION PROCESSING

6.1 Accepting Transactions. FORTE shall process credit card, debit card, and ACH Transactions on AGENCY’s behalf on a twenty-four (24) hour basis. Transactions which are received before the daily designated cut-off time will be originated for settlement through the corresponding Payment Network. Transactions which are received after the designated cut-off time will be included in the next business day’s settlement processing.

6.1.1 Sale Transactions. If a Transaction is sent to FORTE as a sale of goods or services, it will automatically be captured for settlement in time for the next designated cut-off time.

6.1.2 Authorization-Capture Transactions. If a Transaction is sent to FORTE for Authorization (as more fully defined in Appendix A) only or for delayed processing, then it will be the responsibility of AGENCY to submit a corresponding “capture” Transaction within forty-eight (48) hours of the Authorization in order to complete the Transaction process for settlement. Transactions which are not captured within forty-eight (48) hours of Authorization are untimely and may be rejected by FORTE.

6.2 Transaction Format. FORTE is responsible for processing only Transactions which are received and approved by FORTE in the proper format, as established by FORTE.

6.2.1 Card Not Present Transactions. For card-based Transactions in which the card is not present, AGENCY must obtain and include as part of the Authorization request the three (3) or four (4) digit validation code and the cardholder’s billing address information.

6.3 AGENCY Account. In order to provide Transaction processing services, FORTE may establish one (1) or more service accounts on AGENCY’s behalf or require AGENCY to establish a service account with a third-party provider subcontracting with FORTE.

6.4 Limited-Acceptance Agency. If appropriately indicated on AGENCY's application with FORTE, AGENCY may be a Limited-Acceptance Agency, which means that AGENCY has elected to accept only certain Visa and MasterCard card types (i.e., consumer credit, consumer debit, and commercial cards) and must display appropriate signage to indicate the same. FORTE and its associated credit card Acquirer have no obligation other than those expressly provided under the Rules of the Payment Network and applicable Laws as they may relate to limited acceptance. AGENCY, and not FORTE or Acquirer, will be solely responsible for the implementation of its decision for limited acceptance, including but not limited to policing the card type(s) accepted at the point of sale.

6.5 Bona Fide Sales. AGENCY shall only complete Transactions produced as the direct result of bona fide sales made by AGENCY to cardholders, and AGENCY is expressly prohibited from processing, factoring, laundering, offering, and/or presenting sales Transactions which are produced as a result of sales made by any person or entity other than AGENCY, for purposes related to financing terrorist activities or for purposes that may be used as part of a scheme which violates any law governing the use of the Services which may include but not be limited to Bank Secrecy Act or USA Patriot Act.

6.6 Setting Limits on Transaction Amount. AGENCY may set a minimum Transaction amount to accept a card that provides access to a credit account, so long as the minimum Transaction amount does not (i) differentiate between card issuers; (ii) differentiate between MasterCard, Visa, or any other accepted brand; and (iii) exceed ten dollars (\$10.00) or any higher amount as established by the Federal Reserve. AGENCY may set a maximum Transaction amount to accept a card that provides access to a credit account so long as AGENCY is (i) a department, agency, or instrumentality of the U.S. government; (ii) a corporation owned or controlled by the U.S. government; or (iii) an agency whose primary business is reflected by one of the following Merchant Category Codes: 8220, 8244, or 8249 (Schools, Trade or Vocational); and (iv) the maximum Transaction amount does not differentiate between MasterCard, Visa, or any other accepted brand.

6.7 Additional Agreements AGENCY understands and agrees that in order to receive the Services, Agency may be required to enter into additional agreements directly with the Payment Networks or other third parties.

6.8 Modifying Transactions. AGENCY shall regularly and promptly review all Transactions and shall immediately notify FORTE upon discovery of any and all discrepancies between the records of AGENCY compared with those provided by FORTE or AGENCY's bank, or with respect to any Transaction that AGENCY believes was made erroneously or without proper authorization from the Constituent or Customer. At AGENCY's request, FORTE will make commercially reasonable efforts to reverse, modify, void, or delete a Transaction after it has been submitted for settlement. All requests must be made in writing (electronic mail will be deemed as "in writing" for these purposes), signed or sent by an individual pre-authorized by AGENCY to make such requests, and delivered to FORTE. AGENCY agrees FORTE will not be held responsible for any losses, directly or indirectly, incurred by AGENCY or other third parties as a result of FORTE's failure to accomplish the request before the Transaction has been processed through the applicable Payment Network or for making any necessary changes as requested by Agency.

6.9 Delay or Rejection of Transactions. FORTE may delay or reject any Transaction without prior notification to AGENCY which is improperly formatted, is untimely, or is missing information, which may cause it to downgrade; or if FORTE has reason to believe such Transaction is fraudulent or improperly authorized; or for any reason such delay or rejection is permitted or required under the Rules or regulations. FORTE shall provide notice to AGENCY of such delays or rejections as soon as practicable and shall use commercially reasonable efforts to minimize any disruption to the Services. FORTE shall have no liability to AGENCY by reason of the rejection of any such Transaction, except to the extent caused by FORTE's gross negligence or willful misconduct.

6.10 Returned Items. FORTE shall make available to AGENCY details related to the receipt of any Transaction that is returned unpaid or any Transaction which is charged back and shall credit or charge such returned item to AGENCY's Settlement Account.

6.11 Chargebacks. AGENCY acknowledges and agrees that it is bound by the Payment Network's

Rules with respect to any Chargeback. AGENCY understands that obtaining an authorization from a Constituent or Customer for any sale shall not constitute a guarantee of payment, and such sales can be returned or charged back to AGENCY like any other item hereunder. In the event a Transaction is charged back for any reason, the amount of such Transaction will be deducted from AGENCY's designated Settlement Account or any payment due to AGENCY.

6.12 Excessive Chargebacks. Using limits established by the Payment Networks as a standard for review, FORTE reserves the right to suspend and/or terminate AGENCY's access to the Services should AGENCY's Chargeback ratio exceed allowable limits in any given period. FORTE will make reasonable efforts to provide AGENCY with notice and a time to cure excessive Chargebacks prior to suspending or terminating AGENCY's access to the Services. AGENCY acknowledges and expressly authorizes FORTE, in compliance with Payment Network Rules, to provide to the Payment Networks and applicable regulatory bodies, AGENCY's name and contact information as well as Transaction details should AGENCY's Chargeback ratio exceed the allowable limits in any given period.

6.13 Resubmitting Transactions. AGENCY shall not re-submit any Transaction unless it is returned as (i) insufficient funds (R01) or (ii) uncollected funds (R09) or unless a new Authorization is obtained from Constituent.

6.14 Settlement. Settlement of AGENCY's funds for Transactions, less any Chargebacks or Returns, to AGENCY's designated Settlement Account will occur within seventy-two (72) hours of origination excluding weekends and US federal banking holidays. Settlement of Transactions will occur via electronic funds transfer over the ACH Network. Upon receipt of AGENCY's sales data for card Transactions through FORTE's Services, Acquirer will process AGENCY's sales data to facilitate the funds transfer between the various Payment Networks and AGENCY. After Acquirer receives credit for such sales data, Acquirer will fund AGENCY, either directly to the AGENCY-Owned Designated Account or through FORTE to an account designated by FORTE (the "FORTE Designated Account"), at Acquirer's sole option, for such card Transactions. AGENCY agrees that the deposit of funds to the FORTE Designated Account shall discharge Acquirer of its settlement obligation to AGENCY and any dispute regarding the receipt or amount of settlement shall be between FORTE and AGENCY. Acquirer will debit the FORTE Designated Account for funds owed to Acquirer as a result of the Services provided hereunder unless an AGENCY-owned account is otherwise designated by AGENCY. Further, if a cardholder disputes a Transaction, if a Transaction is charged back for any reason, or if FORTE or Acquirer reasonably believes a Transaction is unauthorized or otherwise unacceptable, the amount of such Transaction may be charged back and debited from AGENCY if settled to an AGENCY-owned account or debited from the FORTE Designated Account if settled to that account.

6.15 Provisional and Final Payment. AGENCY, AGENCY's third-party senders (if applicable), and/or AGENCY's Agent(s) understand and agree that Debit or Credit Entries may be transmitted through the ACH Network, that payment of a Debit or Credit Entry by the Receiving Depository Financial Institution ("RDFI") to the Receiver is provisional until receipt by the RDFI of final settlement for such Debit or Credit Entry, and, if such settlement is not received, the RDFI will be entitled to a refund from the Receiver of the amount credited and AGENCY will not be deemed to have paid the Receiver the amount of the Debit or Credit Entry. The rights and obligations of AGENCY concerning the Debit or Credit Entry are governed by and construed in accordance with the laws of the State of Washington.

6.16 Reporting. FORTE will make daily origination and deposit reports available to AGENCY on a 24/7 basis through the Internet-based FORTE platform.

6.17 Temporary Suspension of Services. Should any of the following occur: (i) FORTE observes irregular, suspicious or possible fraudulent Transaction activity on AGENCY's account; (ii) FORTE determines there is an irregularity in AGENCY's account, documentation, processes, or financial condition that is inconsistent with FORTE's risk requirements; (iii) AGENCY is in material breach of its payment or other financial obligations to FORTE; or (iv) FORTE is required by Laws, Rules, or a Payment Network, FORTE reserves the right to temporarily suspend Services to AGENCY without prior written notice. In the event FORTE suspends Services to AGENCY under the terms of this Section,

FORTE will provide AGENCY with notice of the suspension as soon as is practicable and the reason for such suspension, along with remediation actions so long as communicating such would not create a security risk or violate any legal obligation of FORTE.

6.18 Authorization. AGENCY specifically authorizes FORTE to debit and credit AGENCY's designated bank account in order to carry out its duties under this Agreement and collect any payment obligation owed to FORTE by AGENCY, provided such amounts are due, payable, and not reasonably disputed under this Agreement. . Further, AGENCY authorizes FORTE to act as its agent for receipt of settlement funds in connection with the Services and FORTE accepts such appointment subject to any conditions and limitations of this Agreement. AGENCY agrees that receipt by FORTE of funds from AGENCY's Constituent or Customer shall constitute receipt of payment to AGENCY, extinguishing such Constituent or Customer's payment obligation to AGENCY (to the extent such obligation has not otherwise been extinguished) as if such Constituent or Customer had paid AGENCY directly. If FORTE fails to fund AGENCY's account in an amount corresponding to such Constituent's or Customer's payment, AGENCY's sole recourse shall be to FORTE, not such Constituent or Customer.

7. TRANSACTION AUTHORIZATION

7.1 Constituent Authorization. AGENCY shall obtain authorization from Constituent prior to requesting a Transaction to or from Constituent's account.

7.2 Retention. AGENCY shall retain proof of Constituent's authorization for a period of not less than two (2) years for standard Transactions from the Authorization date or revocation of the Authorization date and shall provide such proof of Authorization to FORTE upon request within five (5) Business Banking Days of the request.

7.3 Revoked Authorization. AGENCY shall cease initiating Transactions to or from a Constituent's account immediately upon receipt of any actual notice of a Constituent's termination or revocation of Authorization. AGENCY may re-initiate Transactions to or from a Constituent's account only upon receiving new Authorization from Constituent.

8. AGENCY PROHIBITIONS

AGENCY must not (i) require a cardholder to complete a postcard or similar device that includes the cardholder's account number, card expiration date, signature, or any other card account data in plain view when mailed; (ii) add any tax to Transactions unless applicable Laws expressly require that AGENCY impose a tax (any tax amount, if allowed, must be included in the Transaction amount and not collected separately); (iii) request or use an account number for any purpose other than as payment for AGENCY's goods or services;(iv) disburse funds in the form of travelers checks if the sole purpose is to allow the cardholder to make a cash purchase of goods or services from AGENCY; (v) disburse funds in the form of cash unless AGENCY is dispensing funds in the form of travelers checks, TravelMoney cards, or foreign currency (in such case, the Transaction amount is limited to the value of the travelers checks, TravelMoney cards, or foreign currency, plus any commission or fee charged by AGENCY) or unless AGENCY is participating in a cash back service; (v) submit any Transaction receipt for a Transaction that was previously charged back to the Acquirer and subsequently returned to AGENCY, irrespective of cardholder approval; (vi) accept a Visa consumer credit card or commercial Visa product issued by a U.S. issuer to collect or refinance an existing debt that has been deemed uncollectable by AGENCY; or (vii) submit a Transaction that represents collection of a dishonored check. AGENCY further agrees that under no circumstance will AGENCY store cardholder data in violation of any applicable Laws or the operating regulations of any Payment Network, including, but not limited to, the storage of Track-2 data or magnetic-stripe data subsequent to Authorization of a Transaction.

9. AUTHORIZATION

9.1 ACH Authorization. AGENCY authorizes FORTE to electronically debit and credit AGENCY's designated bank account(s) for any amounts owed to or by AGENCY in accordance with

the terms of this Agreement. Further, AGENCY authorizes FORTE to act as its agent for receipt of settlement funds solely in connection with the Services and FORTE accepts such appointment subject to any conditions and limitations of this Agreement. AGENCY agrees that receipt by FORTE of a Constituent's funds shall constitute receipt of payment to AGENCY, extinguishing Constituent's payment obligation to AGENCY as if Constituent had paid AGENCY directly. If FORTE fails to fund AGENCY's account in an amount corresponding to a Constituent's payment, AGENCY's sole recourse shall be to FORTE, not Constituent.

9.2 Third Party Service Provider. If AGENCY uses the Services through or in conjunction with a third-party service provider that is not a party to this Agreement, AGENCY authorizes FORTE to provide the authorized third party with its FORTE merchant account information and credentials. If applicable, AGENCY authorizes the third party to originate Transactions and receive the corresponding results on its behalf.

10. CONSTITUENT DISPUTES

All disputes between AGENCY and its Constituents relating to any Transaction processed under this Agreement will be settled by and between AGENCY and Constituent. AGENCY agrees FORTE bears no responsibility or involvement in any such dispute.

11. COMPLIANCE WITH LAWS, RULES, AND REGULATIONS

In performing its duties under this Agreement, each Party agrees to comply with all applicable Laws, Rules, and regulations, including, but not limited to, all confidentiality and security requirements of the USA Patriot Act (or similar law, rule or regulation), all Rules of any applicable Payment Networks, all requirements under the Payment Card Industry Data Security Standard (or similar applicable data security law, rule or regulation) including, but not limited to, the Visa Cardholder Information Security Program, the MasterCard Site Data Protection Program, and any other program or requirement that may be published and/or mandated by the Payment Networks. Each Party agrees to cooperate and provide information reasonably requested by the other to facilitate its compliance with any applicable Laws, Rules, or regulations. Additionally, should a Payment Network or regulatory body impose a fee or fine on AGENCY for any violation of the Rules or Laws or regulations by AGENCY, such fee or fine may be charged to FORTE as a pass-through to AGENCY. If any such fee or fine is charged to FORTE, AGENCY shall reimburse FORTE for any such fees or fines.

12. DATA SECURITY AND LIABILITY

FORTE shall implement and maintain a commercially reasonable security program, in accordance with the Information Security Requirements attached hereto as Appendix E. FORTE shall be liable for any unauthorized access, use, or disclosure of AGENCY or Constituent data as a result of FORTE's failure to comply with such security program or applicable Laws, Rules, or regulations. In the event of a data breach caused by FORTE's negligence or willful misconduct, FORTE shall defend, indemnify, and hold harmless AGENCY for any and all claims, injuries, damages, losses, or suits, including attorneys' fees, arising out of or resulting from such data breach.

13. PRICING AND PAYMENT

13.1 FORTE will provide the Services in accordance with the fees listed on the Pricing Fee Schedule, attached hereto as Schedule 1, or any amendments thereto. Pricing based on AGENCY absorbing the fees for the Services ("Absorbed Fee Model") will result in fees being billed to AGENCY monthly in arrears and will automatically be debited from AGENCY's designated account via ACH debit.

13.2 Pricing based on a service fee that is charged to Constituents per Transaction ("Service Fee Model") will result in a non-refundable service fee either (i) added to or (ii) charged as a separate Transaction to Constituent at the time of payment. Pricing under the Service Fee Model is calculated based on historical or estimated transactional amount activity by AGENCY. In the event that experiential transaction activity varies significantly from the historical or estimated amounts, FORTE

shall provide AGENCY a minimum of thirty (30) days' notice before adjusting the service fee in accordance with the experiential transaction activity.

13.3 FORTE's pricing is subject to the underlying fees established by the Payment Networks and FORTE'S service providers. As such, in the event FORTE experiences an increase in cost for any processing services utilized by AGENCY during Term of the Agreement, FORTE will pass through the increases with no additional markup to AGENCY. FORTE will provide AGENCY a minimum of thirty (30) days' notice of any change or adjustment in fees.

14. LIMITS OF LIABILITY

14.1 NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES OF ANY KIND OR NATURE INCURRED IN RELATION TO THIS AGREEMENT. THE AMOUNT OF DAMAGES RECOVERABLE BY EITHER PARTY FROM THE OTHER WILL NOT EXCEED THAT PARTY'S ACTUAL, DIRECT DAMAGES AND WILL BE LIMITED TO THE AMOUNT OF THE AVERAGE MONTHLY FEES AND CHARGES PAID BY AGENCY TO FORTE, EXCLUDING ANY PASS-THROUGH FEES, FOR THE SERVICES FOR THE IMMEDIATE THREE (3) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE APPLICABLE CLAIM. NEITHER PARTY WILL BE LIABLE FOR FAILURE TO PERFORM ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT IF SUCH PERFORMANCE WOULD RESULT IN A BREACH OF ANY LAWS, RULES, REGULATIONS, OR REQUIREMENTS OF ANY GOVERNMENTAL AUTHORITY. THE PROVISIONS OF THIS SECTION WILL SURVIVE TERMINATION OF THIS AGREEMENT.

14.2 FORTE SHALL NOT BE RESPONSIBLE FOR ERRORS, ACTS, OR FAILURES TO ACT OF OTHERS, INCLUDING, AND AMONG OTHER ENTITIES, BANKS, OTHER PROCESSORS, COMMUNICATIONS CARRIERS OR CLEARING HOUSES, THROUGH WHICH TRANSACTIONS MAY BE ORIGINATED OR THROUGH WHICH FORTE MAY RECEIVE OR TRANSMIT INFORMATION, AND NO SUCH ENTITY SHALL BE DEEMED AN AGENT OF FORTE.

15. REPRESENTATIONS AND WARRANTIES.

15.1 FORTE's Representations and Warranties. FORTE makes no representations or warranties concerning the Services except as may be specifically authorized, in writing, or set out herein.

15.1.1 FORTE hereby warrants that its software solutions and the Services will perform in accordance with their published specifications in all material respects.

15.1.2 FORTE further warrants that in performing its obligations hereunder, it shall exercise due care and reasonable efforts to ensure that information originated by AGENCY is transmitted accurately.

15.2 AGENCY's Representations and Warranties. AGENCY represents and warrants to FORTE:

15.2.1 If applicable, with respect to all Transactions originated by FORTE on behalf of AGENCY, (i) each Transaction in all respects has been properly authorized by Receiver; (ii) each Transaction is for an amount agreed to by Receiver; and (iii) AGENCY shall provide proof of Authorization to FORTE in compliance with applicable Rules for any Transaction upon request within five (5) Business Banking Days.

15.2.2 AGENCY agrees to adhere to the warranties within the applicable Rules for each Transaction FORTE processes on AGENCY's behalf.

15.3 Mutual Representations and Warranties. Each Party represents and warrants to the other:

15.3.1 The execution of this Agreement does not violate any applicable international, federal, state, or local laws, Payment Network rules, or contract to which such Party is subject.

15.3.2 There are no actions, suits, or proceedings existing or pending against or affecting the Party before any judicial or regulatory authority which would have a material adverse effect on the Party's ability to perform its obligations hereunder.

15.3.3 When executed and delivered, this Agreement will constitute a legal, valid, and binding obligation, enforceable in accordance with its terms.

16. FORTE SERVICE POLICY

FORTE makes no representations or warranties concerning the Services except as may be specifically authorized, in writing, or set out herein. AGENCY acknowledges and understands that FORTE does not warrant that the Services will be uninterrupted or error free and that FORTE may occasionally experience delays or outages due to disruptions that are not within FORTE's control. Any such interruption shall not be considered a breach of the Agreement by FORTE. FORTE shall use commercially reasonable efforts to remedy any such interruption in the Services as quickly as possible.

17. FORCE MAJEURE

Neither Party will be held liable for any damages, delays, or failure to perform any of its obligations under this Agreement if such damages, delays, or failure are due to circumstances beyond the reasonable control of such Party and without its fault or negligence, such as acts of God, fire, flood, earthquakes, or other natural disasters, epidemics, industry-wide strikes, and governmental acts or orders or restrictions. The Party affected by such circumstances will use all commercially reasonable efforts to avoid or remove such causes of non-performance. Nothing herein shall relieve a Party from its payment obligations for Services rendered.

18. ASSIGNMENT

The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the Parties. Neither Party may assign any of its rights hereunder, nor delegate any of its duties hereunder, without the prior written consent of the other Party, and each Party acknowledges and agrees that, absent such prior written consent, any attempted assignment or delegation hereunder shall be null, void, and of no effect. Notwithstanding the foregoing, either Party may assign this Agreement or any rights and obligations hereunder either to an Affiliate or to a third-party successor to all or substantially all of its business, stock or assets, in each case, without the prior written consent of the other Party; provided, however, that such assigning Party shall provide prompt written notice to the other Party of such assignment, including the identity of the assignee.

19. CHOICE OF LAW

This Agreement shall be governed by and construed in accordance with the Laws of the State of Washington.

20. AMENDMENT

Except as otherwise provided for herein, the terms and conditions of this Agreement shall not be modified or amended except in writing and agreed to by the Parties. Notwithstanding the foregoing, this Agreement is subject to such modifications, changes, and additions as may be required by reason of any applicable Law, regulation or Rule.

21. PUBLICITY

Neither Party shall use the other Party's name, logo or service marks in conjunction with a press release or advertisement without first obtaining written approval.

22. NOTICE

Any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by fax to the intended recipient at the address most recently provided in writing.

23. HEADINGS

The headings contained in this Agreement are for convenience of reference only and shall not affect the

meaning of any provision of this Agreement.

24. SEVERABILITY

Should any term, clause, or provision herein be found invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause, or provision and the Parties agree that this Agreement shall be reformed to replace such invalid term, clause, or provision with a valid and enforceable provision that most closely reflects the original intent of the Parties.

25. ENTIRE AGREEMENT; WAIVER; COUNTERPARTS

This Agreement constitutes the entire understanding of the Parties and revokes and supersedes all prior agreements between the Parties and is intended as a final expression of their agreement. Either Party's waiver of any breach of any provision of this Agreement shall not be deemed a waiver of any subsequent breach of the same or other provision. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

26. ELECTRONIC SIGNATURES.

Under the Electronic Signatures in Global and National Commerce Act (E-Sign), this Payment Processing Agreement and all electronically executed documents related hereto are legally binding in the same manner as are hard copy documents executed by hand signature when (i) a person authorized to bind AGENCY indicates acceptance of the terms of this Agreement by following procedures that associate his/her electronic signature with this Agreement and related documents, (ii) such authorized person consents and intends to be bound by the Payment Processing Agreement and related documents, and (iii) the Payment Processing Agreement is delivered in an electronic record capable of retention by the recipient at the time of receipt (i.e., print or otherwise store the electronic record). This Agreement and all related electronic documents shall be governed by the provisions of E-Sign.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective organizations, have executed this Agreement.

CITY OF CLE ELUM

CSG FORTE PAYMENTS, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

T

APPENDIX A DEFINITIONS

Automated Clearing House Network. “Automated Clearing House Network” or “ACH Network” is a batch processing, store- and-forward system that accumulates and distributes ACH Transactions that are received from ODFI (defined below) and are forwarded to the specified RDFI (defined below) according to the specific schedules established by the participants.

Acquirer. “Acquirer” means a sponsoring financial institution or payment processor that enters into an agreement which enables merchants, government entities or their Agent(s) to submit Transactions to a Payment Network (defined below).

Affiliate. “Affiliate” means a business entity effectively controlling or controlled by another or associated with others under common ownership or control.

Agent. “Agent” means any director, officer, employee, representative, Affiliate, third-party vendor, or any other person acting on behalf of AGENCY with the actual, implied or apparent authority of AGENCY.

Authorization. “Authorization” means a Transaction request on a Constituent or Consumer bank account or card account to confirm Constituent’s or Consumer’s account is open, in good standing, and has sufficient funds to complete the submitted Transaction.

Business Banking Day. “Business Banking Day” means Monday through Friday excluding federal banking holidays.

Confidential Information. “Confidential Information” may include information regarding all of the computer software and technologies, systems, structures, architectures, processes, formulae, compositions, improvements, devices, know-how, inventions, discoveries, concepts, ideas, designs, methods, and information and databases developed, acquired, owned, produced, or practiced at any time by a Party or any Affiliate thereof, including software programs and documentation licensed by third parties to the disclosing Party, any business or financial information directly or indirectly related to the disclosing Party’s company(s) or investments or its internal administrative audit reports on internal controls, internal risk, and underwriting guidelines and policies, billing and accounting systems, Customer and vendor lists and information, employee personnel information and policies and procedures, and information regarding the disclosing Party’s products and services that is not generally available to the public.

Consumer. “Consumer” means the individual end users, Customers, or Constituents of AGENCY.

Canadian Payment Association or CPA. “Canadian Payment Association” or “CPA” is responsible for operating the two primary settlement systems (payment networks) in Canada, as well as establishing, revising and enforcing the operating Rules for the Canadian Payment Networks.

Chargeback. “Chargeback” means a Transaction that is rejected by the owner of the account debited or charged because a dispute exists between the Originator of the Transaction (typically AGENCY) and the account owner.

Credit Entry. “Credit Entry” means an ACH Transaction that is intended to deposit funds into a Receiver’s (defined below) account which has been withdrawn from AGENCY’s Settlement Account (defined below).

Debit Entry. “Debit Entry” means an ACH Transaction (defined below) that is intended to withdraw funds from a Receiver’s account for deposit into AGENCY’s Settlement Account (defined below).

Laws. “Laws” means all international, national, regional, and local regulations or laws which are applicable to the Services provided herein, including but not limited to federal Regulation E and Title 31 of the Code of Federal Regulations Part 210, Gramm-Leach-Bliley Act, US Bank Secrecy Act (“BSA”), applicable privacy and data security laws, US and local export control laws, including the US Foreign Corrupt Practices Act, the Export Administration Act, US Department of Treasury Office of Foreign Assets Control (“OFAC”) and similar restrictions under US law, executive orders, regulations, or Rules (collectively, “Export Laws”), the Fair Credit Reporting Act, and the USA Patriot Act.

National Automated Clearing House Association or NACHA. “National Automated Clearing House Association” or “NACHA” is responsible for establishing, revising and enforcing the Operating Rules for the US ACH Network.

Originating Depository Financial Institution or ODFI. “Originating Depository Financial Institution” or “ODFI” means the financial institution that receives ACH Transactions from AGENCY through FORTE and then forwards said Transactions (defined below) to the ACH Network.

Originator. “Originator” means the AGENCY who has contracted with FORTE to initiate ACH entries, on its behalf, to the ACH Network.

Payment Network. “Payment Network” or “Payment Association” means an entity that facilitates and governs payment Transactions (defined below), including but not limited to Visa, M/C, Discover, NACHA, and CPA and may be also referred to as “Payment Association”.

Payment Network Resources:

Visa Regulations (from Visa website): <https://usa.visa.com/dam/VCOM/download/about-visa/visa-rules-public.pdf>

MasterCard Rules (from MC website):

<https://www.mastercard.us/en-us/about-mastercard/what-we-do/rules.html>

Discover rules (from Discover website):

<http://www.discovernetwork.com/merchants/index.html>

NACHA: www.nacha.org

Payment Card Industry Data Security Standard or PCI-DSS. “Payment Card Industry Data Security Standard” or “PCI-DSS” means the system security measures established by the major credit card companies. The PCI-DSS is mandated by the credit card companies but administered by the Payment Card Industry Security Standards Council.

Personally Identifiable Information or PII. “Personally Identifiable Information” or “PII” means unencrypted, unredacted, or non-anonymized personally identifiable information regarding a Consumer, or non-personally identifiable information regarding a Consumer that has been aggregated, disaggregated, or decompiled in a manner that is sufficient to cause a Consumer to be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to such Consumer’s physical, physiological, mental, economic, cultural, or social identity, including, by way of example, financial account numbers, credit or debit card numbers (with or without access or pin numbers, if collected), personal addresses, IP addresses, identity cards, residency permits, passport numbers, driver’s license numbers, and/or other government issued numbers. PII includes “Personal Data” as commonly

defined by privacy laws.

Receiving Depository Financial Institution or RDFI. “Receiving Depository Financial Institution” or “RDFI” means the financial institution that receives the ACH Transactions (defined below) from the ODFI through the ACH Network and posts such Transactions to the accounts of Receivers (defined below).

Receiver. “Receiver” means an entity or individual Consumer that has an established account with a card issuer or financial institution upon which a Transaction is or may be acted upon.

Rules. “Rules” means the operational rules, policies, and procedures established by each applicable Payment Network to govern all transactions and parties that participate in processing Transactions through the associated Payment Network.

Settlement Account. “Settlement Account” means an account established and maintained by AGENCY with a financial institution through which the following may occur: (a) deposit of funds for Debit Entries, (b) the extractions of funds for Credit Entries, reserve funds, or fee obligations, unless otherwise agreed to by the Parties.

Settlement Entry. “Settlement Entry” means a Debit or Credit Entry to AGENCY’s Settlement Account which corresponds to the net amount owed AGENCY by FORTE at the end of each Business Banking Day.

Transaction. “Transaction” means any transfer of data or information to FORTE in a format pre-approved by FORTE, including but not limited to payment, verification, and authentication items.

Users. “Users” mean all individuals who access a FORTE website or utilize any portion of the FORTE Services on behalf of AGENCY directly or through software that accesses the FORTE systems through AGENCY’s systems, by using AGENCY’s access credentials or any other access reasonably presumed to be on behalf of AGENCY.

APPENDIX B
ACCOUNT VERIFICATION AND AUTHENTICATION SERVICES

1. Representation by Agency. Each request for data through the verification and authentication services shall constitute a representation, warranty, and certification by AGENCY that the data (i) shall be used and disclosed only in accordance with the terms of the Agreement, and in accordance with any applicable Laws, Rules, or regulations; (ii) shall be used solely for the intended use as stated by AGENCY on AGENCY's application and that such use is in compliance with the permissible uses under the Fair Credit Reporting Act ("FCRA") as provided in the FCRA Requirements Addendum located at <http://www.forte.net/fair-credit-reporting-act>; (iii) AGENCY will follow proper procedures for adverse action notification to its Constituents, as provided by the FCRA Requirements Addendum; and (iv) AGENCY acknowledges it has implemented security measures to prohibit the unauthorized access to the information provided.

2. Use of Services.

2.1 AGENCY SHALL USE THE VERIFICATION SERVICES ONLY IN CONNECTION WITH PAYMENTS PRESENTED TO AGENCY BY ITS CONSTITUENTS IN EXCHANGE FOR GOODS OR SERVICES. AGENCY SHALL NOT RESELL THE VERIFICATION DATA OR SERVICES TO ANY THIRD PARTIES.

2.2 AGENCY understands and agrees that it cannot decline Services to a Consumer, Constituent, or Customer after receiving an approval result from FORTE on a verification inquiry unless AGENCY is declining based on other grounds and/or information. Further, if AGENCY does decline Services to a FORTE approved Consumer, Constituent, or Customer based on alternate information, AGENCY shall not provide FORTE's contact information as recourse for the Consumer, Constituent, or Customer to pursue a dispute of the result under FCRA Adverse Action requirements.

2.3 AGENCY shall provide to FORTE, as part of a verification inquiry, the accurate amount for each Transaction AGENCY wants to verify.

3. Retention of Data. AGENCY acknowledges and agrees that it shall not retain, store, compile, or aggregate the results of verification or authentication inquiries received from FORTE except as required by applicable Laws or to perform its obligations under this Agreement.

4. AGENCY acknowledges and agrees that all information submitted by AGENCY to FORTE in order for FORTE to provide the Services to AGENCY or otherwise contributed by AGENCY pursuant to these Services (including Transaction results) is held in FORTE's database, and may be used by FORTE solely for the purpose of providing the Services to AGENCY's Customers in compliance with all applicable Laws and Rules, including in accordance with the federal Fair Credit Reporting Act ("FCRA"). Further, FORTE may track, review, compile, store, and use any information or data received from AGENCY as part of a Transaction or information or data received from a Payment Association or financial institution regarding a Transaction for regulatory compliance or any other legally permissible purpose. Without limiting the foregoing, AGENCY agrees and acknowledges that FORTE may use the routing numbers, account numbers, and other PII submitted by AGENCY as well as Transaction results provided to or received by FORTE for the purpose of supporting FORTE's fraud detection, account validation and verification, and/or other commercially available services.

APPENDIX C
ACCOUNT UPDATER SERVICES

- 1. Description of Services.** Participating Visa/MasterCard issuers submit the account changes to FORTE's Account Updater database. On a monthly basis, FORTE will compare all of AGENCY's recurring tokenized Transactions against the Account Updater database. FORTE will then update the tokenized card information on file with updated account information.

- 2. Agency Requirements for Account Updater Participation.**
 - a. AGENCY must be properly established and registered in the United States.
 - b. AGENCY must not have been disqualified from participating in the Visa, MasterCard, or Discover programs.
 - c. AGENCY must be in compliance with all Card Association Operating Regulations.
 - d. AGENCY must submit inquiries only for those accounts with which it has an ongoing relationship and with Constituent's authority to submit such payments.
 - e. AGENCY may not request Authorization on accounts that have been returned "Contact Cardholder" or "Closed."
 - f. AGENCY must not submit inquiries on behalf of any other entity.
 - g. AGENCY assumes all risk associated with the use of the Account Updater Service. FORTE shall have no liability to AGENCY for any liability associated with the Account Updater Service, including but not limited to the accuracy or completeness of the information provided via the Account Updater Service.

D

APPENDIX D*
AMERICAN EXPRESS CARD ACCEPTANCE

1. Merchant hereby acknowledges and agrees that for purposes of acceptance of American Express, the American Express Merchant Operating Guide and any amendments thereto (the “Operating Guide”) is hereby incorporated by reference into this Agreement and can be found at www.americanexpress.com/merchantopguide.

All capitalized terms found in this Appendix D shall have the attributed meaning from the Operating Guide.

2. Merchant hereby acknowledges and agrees that it is not a party to any agreement between FORTE and American Express.

3. Merchant hereby authorizes FORTE and/or Acquirer to submit American Express transactions to, and receive settlement from, American Express on behalf of Merchant. Merchant must accept the American Express card as payment for goods and services (other than those goods and services prohibited under the Operating Guide) sold, or (if applicable) for charitable contributions made, at all of its establishments, except as expressly permitted by applicable Law. Merchant is jointly and severally liable for the obligations of Merchant’s establishments under the Agreement. For the avoidance of doubt, “cardholder” as used in this Agreement shall include Cardmembers as defined in the Operating Guide.

4. Merchant hereby acknowledges and agrees that (i) FORTE or Acquirer may disclose American Express Transaction Data (which for purposes of this section shall have the same definition as “Transaction Data” in the Operating Guide), Merchant Data (as defined below), and other information about Merchant to American Express, (ii) American Express may use such information to perform its responsibilities in connection with the American Express Program, promote the American Express Network, perform analytics and create reports, and for any other lawful business purpose, including marketing purposes, and (iii) American Express may use the information obtained in this application at the time of setup to screen and/or monitor Merchant in connection with American Express Card (the “Card”) marketing and administrative purposes. If Merchant has provided a wireless phone number in connection with this Agreement, Merchant hereby agrees that it may be contacted at that number and the communications sent may include autodialed text messages or automated prerecorded calls. If Merchant has provided a fax number, Merchant hereby agrees that it may be sent fax communications. To opt out of American Express-related marketing communications, Merchant may contact FORTE customer service as described in this Agreement. For purposes of this section, “Merchant Data” means names, postal and email addresses, tax ID numbers, names and social security numbers of the authorized signer of Merchant and similar identifying information about Merchant. For clarification, Merchant Data does not include American Express Transaction Data.

5. Merchant will adhere to the following website information display guidelines in the event Merchant has a website and/or operates an e-commerce business. Merchant’s website must display the following:

- An accurate description of the goods/services offered, including the currency type for the Transaction (e.g., U.S. Dollars). Note: Transaction currency must be in U.S. Dollars.
- Merchant's physical address in the U.S.
- An email address or telephone number for customer service disputes.
- Return/refund policy.
- A description of Merchant's delivery policy (e.g., no overnight delivery).
- A description of Merchant's security practices (e.g., information highlighting security practices Merchant uses to secure Transactions on its systems, including Transactions conducted on the Internet).
- A statement of known export restrictions, tariffs, and any other regulations.

- A privacy statement regarding the type of personal information collected and how the information is used. Additionally, Merchant must provide to customers the option to decline being included in marketing campaigns or having their personal information included on lists sold to third parties.

6. Merchant hereby agrees that, in the event that Merchant becomes a High Charge Volume Merchant (as defined below), Merchant will be converted from the American Express Program to a direct American Express Card acceptance relationship with American Express, and upon such conversion, (i) Merchant will be bound by American Express' then-current card acceptance agreement, and (ii) American Express will set pricing and other fees payable by Merchant for American Express Card acceptance. "High Charge Volume Merchant" for purposes of this section means an American Express Program Merchant with either (i) greater than \$1,000,000 in American Express charge volume in a rolling twelve (12) month period or (ii) greater than \$100,000 in American Express charge volume in any three (3) consecutive months. For clarification, if Merchant has multiple establishments, the American Express charge volume from all establishments shall be summed together when determining whether Merchant has exceeded the thresholds above.

7. Except as expressly permitted by applicable Law, Merchant must not: (a) indicate or imply that Merchant prefers, directly or indirectly, any Other Payment Products over the Card, (b) try to dissuade Cardmembers from using the Card, (c) criticize or mischaracterize the Card or any of American Express' services or programs, (d) try to persuade or prompt Cardmembers to use any Other Payment Products or any other method of payment (e.g., payment by check), (e) impose any restrictions, conditions, disadvantages, or fees when the Card is accepted that are not imposed equally on all other payment products, except for electronic funds transfer, cash or check, (f) suggest or require Cardmembers to waive their right to dispute any Transaction, (g) engage in activities that harm American Express' business or the American Express Brand (or both), (h) promote any Other Payment Products (except, if applicable, Merchant's own private label card that it issues for use solely at its Establishments) more actively than Merchant promotes the Card, or (i) convert the currency of the original sale Transaction to another currency when requesting Authorization or submitting Transactions (or both).

8. Merchant may offer discounts or in-kind incentives from its regular prices for payments in cash, ACH funds transfer, check, debit card, or credit/charge card, provided that (to the extent required by applicable Law): (i) Merchant clearly and conspicuously discloses the terms of the discount or in-kind incentive to its customers, (ii) the discount or in-kind incentive is offered to all of Merchant's prospective customers, and (iii) the discount or in-kind incentive does not differentiate on the basis of the Issuer or, except as expressly permitted by applicable state statute, payment card network (e.g., Visa, MasterCard, Discover, JCB, American Express). The offering of discounts or in-kind incentives in compliance with the terms of this paragraph will not constitute a violation of the provisions set forth Section 3.2 of the Operating Guide.

9. Whenever payment methods are communicated to customers, or when customers ask what payments are accepted, Merchant must indicate its acceptance of the Card and display American Express' Marks (including any Card application forms provided to Merchant) as prominently and in the same manner as any Other Payment Products. Merchant must not use American Express' Marks in any way that injures or diminishes the goodwill associated with the American Express Mark, nor in any way (without American Express' prior written consent) indicate that American Express endorses Merchant's goods or services. Merchant shall use the American Express brand and marks in accordance with the requirements set forth in the Operating Guide and shall remove the American Express brand and marks from Merchant's website and wherever else they are displayed upon termination Merchant's acceptance of American Express cards.

10. Any and all Cardmember Information is confidential and the sole property of the Issuer, American

Express or its Affiliates. Except as otherwise specified, Merchant must not disclose Cardmember Information, nor use nor store it, other than to facilitate Transactions in accordance with this Agreement. For more information, refer to the Operating Guide, Section 4.2, "Completing a Transaction at the Point of Sale" and Chapter 8, "Protecting Cardmember Information".

11. Merchant shall not assign to any third party any American Express-related payments due to it under this Agreement, and all indebtedness arising from American Express Charges (as defined below) will be for bona fide sales of goods and services (or both) at its establishments (as defined below) and free of liens, claims, and encumbrances other than ordinary sales taxes; provided, however, that Merchant may sell and assign future American Express transaction receivables to FORTE, its affiliated entities and/or any other cash advance funding source that partners with FORTE or its affiliated entities, without consent of American Express.

12. Merchant hereby agrees that American Express shall have third party beneficiary rights, but not obligations, to enforce this Agreement as against Merchant to the extent applicable to American Express processing. Merchant understands and agrees that it shall have no third party beneficiary rights under any agreement between FORTE and American Express and/or Acquirer. Merchant shall maintain refund policies for purchases on the American Express card that are at least as favorable as its refund policy for purchases on any other payment product. Merchant will disclose any such refund policy to Cardmembers at the time of purchase and in compliance with the Operating Guide and all applicable Laws. Merchant's termination of American Express Card acceptance shall have no direct or indirect effect on Merchant's rights to accept other card brands. To terminate American Express acceptance, Merchant may contact FORTE customer service as described in this Agreement.

13. Without limiting any other rights provided herein, FORTE and/or Acquirer shall have the right to immediately suspend Merchant's acceptance of American Express cards upon request of American Express. Merchant may not bill or collect from any Cardmember for any purchase or payment on the Card unless a chargeback has been exercised, Merchant has fully paid for such charge, and it otherwise has the right to do so. Merchant will comply with all procedural requirements relating to Chargebacks, as provided in the Operating Guide, Chapter 11.

14. American Express Liability. SPONSORED MERCHANT ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL AMERICAN EXPRESS, ITS AFFILIATES, AGENTS, SUCCESSORS, OR ASSIGNS BE LIABLE TO SPONSORED MERCHANT FOR ANY DAMAGES, LOSSES, OR COSTS INCURRED, INCLUDING INCIDENTAL, INDIRECT, SPECULATIVE, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (WHETHER BASED ON CONTRACT, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, FRAUD, OR OTHERWISE, OR STATUTES, REGULATIONS, OR ANY OTHER THEORY), ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT.

*For purposes of clarification, "Merchant" in this Appendix D shall be deemed to be "AGENCY."

APPENDIX E
INFORMATION SECURITY REQUIREMENTS

1. Acknowledgment of Information Security Requirements. FORTE acknowledges and agrees to have a “Security Program” that is compliant with all legal and industry mandated information security requirements applicable to its duties and obligations specified under this Agreement.
2. Compliance with Laws and Industry Standards. FORTE agrees to abide by all Laws, Rules, and industry-mandated information security standards applicable to its duties and obligations related to information security for Services provided by FORTE to AGENCY under this Agreement.
3. Definitions.
 - a. Consumer Information. “Consumer Information” means collectively PII and Source Data, as defined below.
 - b. Source Data. “Source Data” means data provided by AGENCY relating to AGENCY’s account activity or other information collected from the AGENCY in order to process a Transaction on AGENCY’s behalf or otherwise necessary for AGENCY’s use of FORTE’s products and Services, whether in individual or aggregate form. Source Data may include PII but is not limited to PII. Source Data is and shall remain the property of AGENCY and /or its Consumer or Customer. To the extent that AGENCY or FORTE has access to or collects such Source Data, each Party agrees that it does so solely on behalf of AGENCY and AGENCY’s Consumers, Customers, or Constituents pursuant to the obligations hereunder and shall maintain the confidentiality of such Source Data and shall treat it in accordance with applicable Laws.
4. Security Obligations.
 - a. FORTE hereby acknowledges that AGENCY has responsibilities under the law to keep PII (as defined in Appendix A) private and confidential, including in compliance with the Washington Public Records Act, and as a result of any PII received by FORTE in the performance of this Agreement, FORTE shall have the same responsibilities. FORTE also acknowledges that with respect to such PII, FORTE shall not gain possession of any ownership or other proprietary rights to the PII to which it will have access pursuant to this Agreement (if any). FORTE acknowledges and understands that PII may be subject to applicable local, state, and federal Rules and Laws and applicable information industry standards; provided however, to the extent that AGENCY informs FORTE of a local law expanding the definition of PII in Appendix A, FORTE shall only be required to use commercially reasonable efforts to comply with such expanded local requirements.
 - b. Consumer Information that is collected or obtained from AGENCY pursuant to this Agreement shall be stored and maintained by FORTE in a secure environment and transmitted by FORTE in a secure form that meets industry-mandated data security standards. Although FORTE will protect and safeguard PII in a manner that meets industry-mandated data security standards, the Parties agree that there may be some instances in which PII or certain PII data elements are protected in a more secure manner than other data (e.g., encryption).
5. Rights to Use and Access. AGENCY hereby grants to FORTE a non-exclusive right to use all of AGENCY’s Source Data including PII provided by AGENCY’s Constituents, necessary to perform the Services under this Agreement. FORTE shall limit the use and access to AGENCY’s Source Data to uses pursuant to the terms of the Agreement and to FORTE’s bona fide employees or independent consultants, contractors or auditors and required governmental agencies, who have a need to know such information and who agree to comply with use and non-disclosure restrictions similar to those contained within this Agreement.

6. Security of Consumer Information. Each Party shall implement and maintain a Security Program that includes appropriate administrative, technical, and physical safeguards reasonably designed to: (i) ensure the security and confidentiality of Consumer Information within its systems; (ii) protect against any anticipated threats or hazards to the security or integrity of Consumer Information within its systems; and (iii) protect against unauthorized access to or use of Consumer Information stored on its systems; and (iv) dispose of Consumer Information in a secure manner per applicable Rules and Laws.
 - a. In order to comply with safeguard obligations generally described in the preceding paragraph, each Party shall (1) designate an employee or employees to coordinate its Security Program, (2) identify reasonably foreseeable internal and external risks to the security, confidentiality, and integrity of Consumer Information located on its systems that could result in the unauthorized disclosure, misuse, alteration, destruction, or other compromise of such information, and assess the sufficiency of any safeguards in place to control these risks. At a minimum, such risk assessment should include consideration of risks in each relevant area of a Party's operations, including: (i) employee training and management; (ii) information systems, including network and software design, as well as information processing, storage, transmission, and disposal; and (iii) detecting, preventing, and responding to attacks, intrusions, or other system failures, which shall include the use of commercially reasonable efforts to establish procedures and logging mechanisms for FORTE systems and networks that will allow tracking and analysis in the event there is a compromise of its systems, and maintain an audit trail history for at least three (3) months for review by AGENCY upon reasonable request; (3) design and implement information safeguards to control the risks identified through risk assessment, and regularly test or otherwise monitor the effectiveness of the safeguards' key controls, systems, and procedures; and (4) use commercially reasonable efforts to ensure data security when disposing of any Consumer Information.
7. Disclosures. Neither Party shall have an obligation to maintain the confidentiality of any Consumer Information which: (i) has been received by it from a third party without restriction on disclosure and without breach of agreement or other wrongful act by the receiving Party; or (ii) is independently developed by it without reference to any Consumer Information. If required by any court of competent jurisdiction or other governmental authority, each Party may disclose to such authority, data, information or materials involving or pertaining to Consumer Information to the extent required by such order or authority. The Parties shall, if not otherwise prohibited, give the other Party as much advance notice of the possibility of such disclosure as is practical so that it may, at its own expense, attempt to stop such disclosure or obtain a protective order concerning such disclosure.
8. Breach Notification. In the event of an actual or validated breach of security of a Party's system, website, database, equipment, or storage medium or facility that results in unauthorized access to Consumer Information on a Party's system by any third party (including any consultant or subcontractor of the Party that is not authorized to access such information), the Party that experienced the breach shall notify the other Party within a commercially reasonable time after taking any appropriate measures necessary to prevent further access, and shall take commercially reasonable efforts to resecure its systems as soon as possible. The Party that experienced the breach shall provide any information that the other Party reasonably requests pertaining to the incident, unless prohibited from doing so by applicable Laws or Rules and shall provide reasonable cooperation to investigate any such incident. In addition, in the event of an actual or validated breach of security to a Party's system regarding PCI data related to AGENCY's account with FORTE, the Party that experienced the breach shall, to the extent reasonably practicable, cooperate with the investigative actions of the appropriate forensic unit and/or law enforcement agency and agrees to provide the other Party with a copy of the final Incident Report, if any, upon request.
9. FORTE's Annual Validation of Adherence to Security Standards. FORTE and AGENCY agree to utilize existing FORTE assessment reports and Certifications (SSAE report and PCI Certification), to validate FORTE's compliance with the Information Security Requirements set forth in this Appendix E.
 - a. FORTE shall maintain all records pertaining to the Services as required by applicable Laws or Rules.

- b. FORTE shall provide at its expense, upon AGENCY's written request on no more than an annual basis, its most current, independent SSAE report (third party service organization report). An SSAE report for purposes of this Agreement is defined as a specialized report or reports of controls, generally accepted in the industry, in the areas of financial reporting and general information technology controls for the services provided by a hosted solutions provider, managed services provider, service organization, service bureau or other similarly structured provider of software and hardware solutions. FORTE shall select the type of SSAE report that will be provided based upon the relationship between the Parties and the products and services provided by FORTE. In the event AGENCY wishes to receive a type of SSAE report not currently provided by FORTE, AGENCY shall provide no less than eighteen (18) months prior written notice to FORTE and FORTE in its sole discretion shall determine whether it will provide the additional type of SSAE report to AGENCY. FORTE will provide a copy of the most current report prepared; provided that AGENCY shall accept and agree to any conditions imposed by the independent audit firm for access to such report. FORTE will use good faith efforts to assist in resolving any issues that may arise between AGENCY and any independent auditor firm regarding the viewing of the SSAE report. AGENCY may not distribute or provide FORTE's SSAE report to third parties without FORTE's prior written consent.
 - c. FORTE is PCI DSS certified and undergoes an annual audit in order to maintain PCI DSS compliance against the current version of PCI DSS published on the PCI SSC (PCI Security Standards Council) website.
 - d. AGENCY and its auditors will maintain the confidentiality of FORTE's procedures and processes, which FORTE describes as confidential, and which are disclosed as a result of any review or audit. FORTE agrees that any material failure, as defined by AGENCY in its reasonable discretion, to cooperate fully and promptly in the conduct of any audit requested pursuant to this paragraph will constitute grounds for AGENCY to immediately terminate the Agreement and cease receiving Services from FORTE; provided, however, AGENCY shall provide FORTE with written notice of such material failure to cooperate and FORTE shall have thirty (30) days opportunity to cure. Such termination shall be AGENCY's sole and exclusive remedy for any such failure to cooperate.
10. Network and Application Scans. FORTE shall perform network and application security scans that test the FORTE's systems for (i) security vulnerabilities, (ii) denial of service vulnerabilities and (iii) system access. FORTE will have processes that review and remediate vulnerabilities.

**SCHEDULE 1
PRICING FEE SCHEDULE
(City of Cle Elum, WA)**

1. Service (Convenience) Fee Pricing Option:

a) **MasterCard, Visa, Discover and American Express cards**

3.00% of the payment amount with a minimum fee of \$2.00 based upon volume

b) **Electronic check – online WEB payments (includes Forte Verification for known accounts)**

eCheck Transaction Tiers	Fees	Frequency
\$0.00 to \$50,000.00	\$2.00 w/Verification	Per Transaction
\$50,000.01 to \$75,000.00	\$3.25 w/Verification	Per Transaction
\$75,000.01 to \$100,000.00	\$6.25 w/Verification	Per Transaction
\$100,000.01 to \$150,000.00	\$10.25 w/Verification	Per Transaction
\$150,000.01 + \$250,000.00	\$15.25 w/Verification	Per Transaction

2. Absorbed Pricing Option:

Emerging Market and Public-Sector Rate Structure

Processing Costs:	Fees	Frequency
Visa, MasterCard, Discover, American Express	3.00% + \$0.25	Per Transaction
Forte Protect (End-2-End Encryption)	\$0.10	Per Transaction
Forte Protect (Key Injection Fee)	\$25.00	One time per device
Token Management Fee (required for Account Updater service)	\$0.06	Per payment token on file
Account Updater Monthly (required for Account Updater service)	\$5.00	Per Month
Credit Card Chargeback Fee	\$25.00	Per Chargeback
Batch Fee	\$0.35	No Charge - Waived
ACH Fee-debits/credits	\$2.00 with Forte Validate Plus	Per Transaction
ACH Return Fee	\$2.00	Per Return
Monthly Fee	\$5.00	Each Month per Merchant Account

3. Equipment Pricing:

Standard Product	Description	Fees and Cost of Equipment
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VeriFone V400c Terminal (Cloudbased)		\$399.00 per terminal plus shipping
VeriFone V400c Terminal Dynaflex II and Counter-Top Docking Station Bundle		\$219.00 per device with docking station plus shipping

RED-LINE VERSION

PAYMENT PROCESSING AGREEMENT

This Payment Processing Agreement (“Agreement”), including all applicable appendices and addendums hereto, is made by and between **CSG Forte Payments, Inc.**, a Delaware corporation with its primary business address at 2121 Providence Drive, Suite 151, Fort Worth, TX 76106 (“FORTE” or “Party”), and **City of Cle Elum**, a Washington municipal corporation, with its primary business address at 119 W First Street, Cle Elum, WA 98922 (“AGENCY” or “Party” or “Merchant”), and is effective upon the date last signed below (the “Effective Date”). FORTE provides payment processing and related products and services including but not limited to Automated Clearing House (“ACH”), credit and debit card processing, account verification and customer identification (collectively and individually, as applicable, the “Services”) to AGENCY who provides services to, or otherwise has a business relationship with, individuals and other entities (“Constituents” or “Customers”). AGENCY and FORTE are referred to individually herein as “Party” and collectively, “Parties.”

Commented [GS1]: Acceptable.

1. GENERAL

The Agreement shall consist of these terms and conditions, each of the Appendices attached hereto if applicable, and all modifications and amendments thereto. Under the terms of the Agreement, AGENCY will be furnished with the Services described in the Agreement and attached Appendices which are selected by AGENCY and approved by FORTE. For any terms herein that are specifically applicable to any particular Services offered by FORTE, only the terms and conditions that apply to the specific Services requested by AGENCY at any given time shall apply. Some capitalized terms which are not defined herein have specific definitions provided in Appendix A, attached hereto and incorporated by this reference.

Commented [GS2]: Acceptable.

2. USAGE

2.1 Use License. Subject to the terms and conditions of this Agreement, FORTE hereby grants to AGENCY a non-exclusive and non-transferable license to access and use the Services contracted for and AGENCY hereby accepts such license and agrees to utilize and access the Services in accordance with the practices and procedures established by FORTE, which may be amended from time to time in accordance with this Agreement. AGENCY may use the Services (a) for its own internal business purposes and operations, and/or (b) as a service provided to its Constituents, unless otherwise agreed by FORTE in writing. AGENCY agrees that it will not transmit any material through FORTE’s systems in violation of any applicable Laws or Rules. FORTE reserves the right to use commercially reasonable means to monitor AGENCY’s actions in the event of a real or perceived security risk.

Commented [GS3]: Acceptable.

2.2 Use of Proprietary Property. No license or right to use, reproduce, translate, rearrange, modify, enhance, display, sell, lease, sublicense, or otherwise distribute, transfer, or dispose of any of FORTE’s Proprietary Property, as defined in Section 3 below, in whole or in part, is granted except as expressly provided by this Agreement. AGENCY shall not reverse engineer, decompile, or disassemble the Proprietary Property. Additionally, nothing in this Agreement shall be construed to provide AGENCY with a license of any third-party proprietary information or property.

2.3 Acceptable Use. AGENCY agrees to comply with the reasonable and acceptable use policies and Rules of any networks accessed by AGENCY through the Services. FORTE reserves the right to limit or suspend access to the Services if, in FORTE’s reasonable determination, AGENCY’s use of the Services is causing or is likely to cause harm to FORTE’s servers or third-party network accessed through FORTE. In the event of such an occurrence, FORTE shall make reasonable efforts to notify AGENCY prior to taking any such action and provide an opportunity to cure the issue, unless prohibited by law enforcement or a regulatory body.

Commented [GS4]: Acceptable as revised.

2.4 User and System Security. AGENCY shall ensure that its Users comply with all applicable requirements of this Agreement. AGENCY is responsible for protecting the confidentiality of any and all passwords and credentials provided to AGENCY by FORTE for the purpose of utilizing the Services or other forms of access to AGENCY’s accounts with FORTE. AGENCY is responsible for the security

of its systems, locations, and equipment used in processing Transactions under this Agreement and for developing security procedures and training its employees in the procedures. AGENCY expressly assumes responsibility for the acts or omissions of all Users on its accounts with FORTE and for User access to FORTE's systems, either directly or through software.

Commented [GS5]: Acceptable.

2.5 Use of Information and Data. AGENCY acknowledges and agrees that all information submitted by AGENCY to FORTE in order for FORTE to provide the Services to AGENCY or otherwise contributed by AGENCY pursuant to the Services (including Transaction results), is held in FORTE's database and may be used by FORTE ~~solely for the purposes of providing the Services to AGENCY and AGENCY's Constituents in compliance with all applicable Laws and Rules, including in accordance with the federal Fair Credit Reporting Act ("FCRA"), and not for any unlawful purpose or for FORTE's independent commercial benefit.~~ Further, FORTE may track, review, compile, store, and use any information or data received from AGENCY as part of a Transaction or information or data received from a Payment Association or financial institution regarding a Transaction for regulatory compliance or any other legally ~~permissible permissible required~~ purpose. Without limiting the foregoing, AGENCY agrees and acknowledges that FORTE may use the routing numbers, account numbers and other PII submitted by AGENCY as well as Transaction results provided to or received by FORTE ~~solely for the purpose of supporting FORTE's fraud detection, account validation and verification, and/or other services performed in connection with the Services, and not for any unrelated commercially available services.~~ ~~by available services purpose.~~

Commented [GS6]: Not acceptable, please refer to comment response below.

Commented [GS7]: Acceptable.

3. OWNERSHIP

All computer programs, trademarks, service marks, patents, copyrights, trade secrets, know-how, and other proprietary rights in or related to the Services (the "Proprietary Property"), are and will remain the sole and exclusive property of FORTE, whether or not specifically recognized or perfected under applicable Law. FORTE shall own all rights, title, and interest, including all intellectual property rights, in and to any improvements to the existing Services and/or any new programs, upgrades, modifications, or enhancements developed by FORTE in connection with rendering Services to AGENCY, even when refinements and improvements result from AGENCY's request. To the extent, if any, that ownership in such refinements and improvements does not automatically vest in FORTE by virtue of this Agreement or otherwise, AGENCY hereby expressly transfers and assigns to FORTE all rights, title, and interest which AGENCY may have in and to such refinements and improvements. All reference to any of FORTE's service marks, trademarks, patents, or copyrights, or those of FORTE's partners or vendors, shall be made in compliance with the requirements, including periodic updates thereto, as provided at <http://www.forte.net/trademark>.

Commented [RS8]: Additional language added to prevent Forte from using customer information for marketing and other non-service related purposes.

Commented [GS9R8]: Not acceptable, the original language was reinserted. Forte does not sell your data, but we do utilize it internally to strengthen our products and our ability to spot fraud and suspicious activity. We need broad consent to cover these different instances and keep our databases up to date and relevant. While you don't get access to information from the other Merchants in our database, you do benefit from us being able to use that data in the course of providing state of the art services.

Commented [RS10R8]: The City's proposed language allows for Forte's use of the data for fraud detection and account validation, as well as in conjunction with support for providing the services, including Forte's internal databases. However, the allowance of uses for "any other legally permissible purpose" and for "other commercially available services" are overbroad and arguably extend beyond Forte's internal uses and processes.

4. CONFIDENTIALITY

The Parties acknowledge that, by virtue of this Agreement, each has been and will continue to be entrusted with certain Confidential Information (as defined in Appendix A) pertaining to the other's business, including, but not limited to, proprietary information developed by, acquired by, or licensed to each Party. Each Party agrees that, except to the extent and in the manner necessary to perform its duties hereunder, it will not disclose to others or use for its own benefit any Confidential Information of the other Party and it will hold all Proprietary Property, as defined herein, confidential in perpetuity, subject to all applicable Laws and Rules. Additionally, in the course of providing and receiving the Services, each Party acknowledges that it may receive or have access to Personally Identifiable Information ("PII"), as more fully defined in Appendix A. As such, each Party shall: (i) keep all PII in strict confidence, with the degree of care necessary to avoid unauthorized access, use, or disclosure; (ii) use PII solely and exclusively for the purposes provided in this Agreement; (iii) implement administrative, physical, and technical safeguards to protect PII that are at least as rigorous as accepted industry practices; and (iv) have in place a program that complies with applicable legal requirements regarding PII, including, if applicable, Payment Card Industry ("PCI") standards for data security. Except with respect to PII, this Section 4 will not apply to Confidential Information that (i) was already

Commented [GS11]: Acceptable.

Commented [GS12]: Acceptable.

Commented [GS13]: Acceptable.

Commented [GS14]: Acceptable.

available to the public at the time of disclosure, (ii) becomes generally known to the public after disclosure to the other Party, through no fault of the other Party, (iii) is disclosed under force of law, applicable regulation, governmental regulation or court order, (iv) is required to be disclosed by a banking partner, an Acquirer, or an applicable Payment Network, or (v) is required to be disclosed by AGENCY in compliance with Chapter 42.56 RCW, the Washington Public Records Act; provided that, to the extent practicable, AGENCY shall provide notice to FORTE prior to disclosure to allow FORTE to seek protection under applicable Laws.

Commented [GS15]: Acceptable.

5. TERM AND TERMINATION

5.1 Term. This Agreement shall have an initial term of five (5) years (the "Initial Term"). Thereafter, this Agreement will automatically renew for additional one (1) year terms (each a "Renewal Term" and together with the Initial Term, the "Term of the Agreement") unless either Party provides not less than thirty (30) days' prior written notice of termination to the other Party.

5.2 Termination for Material Breach. In the event of a material breach of this Agreement by one Party and failure to cure within thirty (30) days of receipt of written notice of the breach, the other Party may terminate immediately by providing written notice of termination.

5.3 Termination with Notice. Either Party may terminate this Agreement upon thirty (30) days' prior written notice in the event (i) there is a material adverse change to either Party or its financial condition; (ii) AGENCY experiences Excessive Chargebacks pursuant to Section 6.12 herein; or (iii) if either Party is in violation of any applicable Law, Rule, or regulation. Notwithstanding the foregoing, FORTE reserves the right to suspend AGENCY's receipt of Services under Section 6.17 in conjunction with sending notice of intent to terminate this Agreement.

Commented [GS16]: Acceptable.

5.4 Suspension and Termination for Cause. FORTE may immediately suspend provision of the Services without prior notice in the event (i) that it reasonably determines AGENCY has experienced an actual or suspected data security breach; (ii) FORTE is instructed to terminate the Agreement by a financial institution, Acquirer, or Payment Network; or (iii) FORTE observes irregular, suspicious, or fraudulent Transaction activity on AGENCY's account that is reasonably likely to expose FORTE to risk of financial, reputational, or other measurable loss. Notwithstanding the foregoing, FORTE may terminate this Agreement upon prior written notice under the conditions in this Section 5 or without notice if directed by a court order, law enforcement, or regulatory authority.

Commented [GS17]: Acceptable as revised.

6. TRANSACTION PROCESSING

6.1 Accepting Transactions. FORTE shall process credit card, debit card, and ACH Transactions on AGENCY's behalf on a twenty-four (24) hour basis. Transactions which are received before the daily designated cut-off time will be originated for settlement through the corresponding Payment Network. Transactions which are received after the designated cut-off time will be included in the next business day's settlement processing.

Commented [GS18]: Acceptable.

6.1.1 Sale Transactions. If a Transaction is sent to FORTE as a sale of goods or services, it will automatically be captured for settlement in time for the next designated cut-off time.

6.1.2 Authorization-Capture Transactions. If a Transaction is sent to FORTE for Authorization (as more fully defined in [Appendix A](#)) only or for delayed processing, then it will be the responsibility of AGENCY to submit a corresponding "capture" Transaction within forty-eight (48) hours of the Authorization in order to complete the Transaction process for settlement. Transactions which are not captured within forty-eight (48) hours of Authorization are untimely and may be rejected by FORTE.

6.2 Transaction Format. FORTE is responsible for processing only Transactions which are received and approved by FORTE in the proper format, as established by FORTE.

6.2.1 Card Not Present Transactions. For card-based Transactions in which the card is not present, AGENCY must obtain and include as part of the Authorization request the three (3) or four (4) digit validation code and the cardholder's billing address information.

6.3 AGENCY Account. In order to provide Transaction processing services, FORTE may establish one (1) or more service accounts on AGENCY's behalf or require AGENCY to establish a

Commented [GS19]: Acceptable.

service account with a third-party provider subcontracting with FORTE.

6.4 Limited-Acceptance Agency. If appropriately indicated on AGENCY's application with FORTE, AGENCY may be a Limited-Acceptance Agency, which means that AGENCY has elected to accept only certain Visa and MasterCard card types (i.e., consumer credit, consumer debit, and commercial cards) and must display appropriate signage to indicate the same. FORTE and its associated credit card Acquirer have no obligation other than those expressly provided under the Rules of the Payment Network and applicable Laws as they may relate to limited acceptance. AGENCY, and not FORTE or Acquirer, will be solely responsible for the implementation of its decision for limited acceptance, including but not limited to policing the card type(s) accepted at the point of sale.

Commented [GS20]: Acceptable.

6.5 Bona Fide Sales. AGENCY shall only complete Transactions produced as the direct result of bona fide sales made by AGENCY to cardholders, and AGENCY is expressly prohibited from processing, factoring, laundering, offering, and/or presenting sales Transactions which are produced as a result of sales made by any person or entity other than AGENCY, for purposes related to financing terrorist activities or for purposes that may be used as part of a scheme which violates any law governing the use of the Services which may include but not be limited to Bank Secrecy Act or USA Patriot Act.

6.6 Setting Limits on Transaction Amount. AGENCY may set a minimum Transaction amount to accept a card that provides access to a credit account, so long as the minimum Transaction amount does not (i) differentiate between card issuers; (ii) differentiate between MasterCard, Visa, or any other accepted brand; and (iii) exceed ten dollars (\$10.00) or any higher amount as established by the Federal Reserve. AGENCY may set a maximum Transaction amount to accept a card that provides access to a credit account so long as AGENCY is (i) a department, agency, or instrumentality of the U.S. government; (ii) a corporation owned or controlled by the U.S. government; or (iii) an agency whose primary business is reflected by one of the following Merchant Category Codes: 8220, 8244, or 8249 (Schools, Trade or Vocational); and (iv) the maximum Transaction amount does not differentiate between MasterCard, Visa, or any other accepted brand.

Commented [GS21]: Acceptable.

Commented [GS22]: Acceptable.

6.7 Additional Agreements AGENCY understands and agrees that in order to receive the Services, Agency may be required to enter into additional agreements directly with the Payment Networks or other third parties.

Commented [GS23]: Acceptable.

6.8 Modifying Transactions. AGENCY shall regularly and promptly review all Transactions and shall immediately notify FORTE upon discovery of any and all discrepancies between the records of AGENCY compared with those provided by FORTE or AGENCY's bank, or with respect to any Transaction that AGENCY believes was made erroneously or without proper authorization from the Constituent or Customer. At AGENCY's request, FORTE will make commercially reasonable efforts to reverse, modify, void, or delete a Transaction after it has been submitted for settlement. All requests must be made in writing (electronic mail will be deemed as "in writing" for these purposes), signed or sent by an individual pre-authorized by AGENCY to make such requests, and delivered to FORTE. AGENCY agrees FORTE will not be held responsible for any losses, directly or indirectly, incurred by AGENCY or other third parties as a result of FORTE's failure to accomplish the request before the Transaction has been processed through the applicable Payment Network or for making any necessary changes as requested by Agency.

6.9 Delay or Rejection of Transactions. FORTE may delay or reject any Transaction without prior notification to AGENCY which is improperly formatted, is untimely, or is missing information, which may cause it to downgrade; or if FORTE has reason to believe such Transaction is fraudulent or improperly authorized; or for any reason such delay or rejection is permitted or required under the Rules or regulations. FORTE shall provide notice to AGENCY of such delays or rejections as soon as practicable and shall use commercially reasonable efforts to minimize any disruption to the Services. FORTE shall have no liability to AGENCY by reason of the rejection of any such Transaction, except to the extent caused by FORTE's gross negligence or willful misconduct.

Commented [GS24]: Not acceptable, the priginal language was reinserted.

6.10 Returned Items. FORTE shall make available to AGENCY details related to the receipt of any Transaction that is returned unpaid or any Transaction which is charged back and shall credit or charge such returned item to AGENCY's Settlement Account.

Commented [GS25]: Acceptable.

6.11 Chargebacks. AGENCY acknowledges and agrees that it ~~is bound by~~ ~~is bound by~~ ~~shall follow~~ the Payment Network's Rules with respect to any Chargeback. AGENCY understands that obtaining an authorization from a Constituent or Customer for any sale shall not constitute a guarantee of payment, and such sales can be returned or charged back to AGENCY like any other item hereunder. In the event a Transaction is charged back for any reason, the amount of such Transaction will be deducted from AGENCY's designated Settlement Account or any payment due to AGENCY.

6.12 Excessive Chargebacks. Using limits established by the Payment Networks as a standard for review, FORTE reserves the right to suspend ~~and/or terminate~~ ~~and/or terminate~~ AGENCY's access to the Services should AGENCY's Chargeback ratio exceed allowable limits in any given period. ~~FORTE~~ will make reasonable efforts to provide AGENCY with notice and a time to cure ~~its~~ excessive Chargebacks prior to suspending ~~or terminating~~ ~~or terminating~~ AGENCY's access to the Services. AGENCY acknowledges and expressly authorizes FORTE, in compliance with Payment Network Rules, to provide to the Payment Networks and applicable regulatory bodies, AGENCY's name and contact information as well as Transaction details should AGENCY's Chargeback ratio exceed the allowable limits in any given period.

6.13 Resubmitting Transactions. AGENCY shall not re-submit any Transaction unless it is returned as (i) insufficient funds (R01) or (ii) uncollected funds (R09) or unless a new Authorization is obtained from Constituent.

6.14 Settlement. Settlement of AGENCY's funds for Transactions, less any Chargebacks or Returns, to AGENCY's designated Settlement Account will occur within seventy-two (72) hours of origination excluding weekends and US federal banking holidays. Settlement of Transactions will occur via electronic funds transfer over the ACH Network. Upon receipt of AGENCY's sales data for card Transactions through FORTE's Services, Acquirer will process AGENCY's sales data to facilitate the funds transfer between the various Payment Networks and AGENCY. After Acquirer receives credit for such sales data, Acquirer will fund AGENCY, either directly to the AGENCY-Owned Designated Account or through FORTE to an account designated by FORTE (the "FORTE Designated Account"), at Acquirer's sole option, for such card Transactions. AGENCY agrees that the deposit of funds to the FORTE Designated Account shall discharge Acquirer of its settlement obligation to AGENCY and any dispute regarding the receipt or amount of settlement shall be between FORTE and AGENCY. Acquirer will debit the FORTE Designated Account for funds owed to Acquirer as a result of the Services provided hereunder unless an AGENCY-owned account is otherwise designated by AGENCY. Further, if a cardholder disputes a Transaction, if a Transaction is charged back for any reason, or if FORTE or Acquirer reasonably believes a Transaction is unauthorized or otherwise unacceptable, the amount of such Transaction may be charged back and debited from AGENCY if settled to an AGENCY-owned account or debited from the FORTE Designated Account if settled to that account.

6.15 Provisional and Final Payment. AGENCY, AGENCY's third-party senders (if applicable), and/or AGENCY's Agent(s) understand and agree that Debit or Credit Entries may be transmitted through the ACH Network, that payment of a Debit or Credit Entry by the Receiving Depository Financial Institution ("RDFI") to the Receiver is provisional until receipt by the RDFI of final settlement for such Debit or Credit Entry, and, if such settlement is not received, the RDFI will be entitled to a refund from the Receiver of the amount credited and AGENCY will not be deemed to have paid the Receiver the amount of the Debit or Credit Entry. The rights and obligations of AGENCY concerning the Debit or Credit Entry are governed by and construed in accordance with the laws of the ~~state in which the processing ODFI is located unless AGENCY and FORTE have agreed that the laws of another jurisdiction govern the rights and obligations~~ State of Washington.

6.16 Reporting. FORTE will make daily origination and deposit reports available to AGENCY on a 24/7 basis through the Internet-based FORTE platform.

6.17 Temporary Suspension of Services. Should any of the following occur: (i) FORTE observes irregular, suspicious or possible fraudulent Transaction activity on AGENCY's account; (ii) FORTE determines there is an irregularity in AGENCY's account, documentation, processes, or financial condition that is inconsistent with FORTE's risk requirements; (iii) AGENCY is in material breach of its

Commented [GS26]: Not acceptable, the original language was reinserted.

Commented [RS27R26]: There is no contractual agreement between the City and the Payment Networks - the City agrees to follow the rules (as indicated by the word "shall") but the City cannot agree to be legally bound to them.

Commented [GS28]: Not acceptable, the original language was reinserted.

Commented [RS29R28]: The City does not agree to termination of the Services without notice, as agreed in the revisions to Section 5. Suspension, opportunity to cure, and notice of intent to terminate are reasonable requirements here since terminating the Services is effectively termination of the Agreement.

Commented [GS30]: Acceptable.

Commented [GS31]: Acceptable.

Commented [GS32]: Not acceptable, the original language was reinserted.

Commented [RS33R32]: See previous comment

Commented [GS34]: Acceptable.

Commented [GS35]: Acceptable.

Commented [GS36]: Lib: please review.

payment or other financial obligations to FORTE; or (iv) FORTE is required by Laws, Rules, or a Payment Network, FORTE reserves the right to temporarily suspend Services to AGENCY without prior written notice. In the event FORTE suspends Services to AGENCY under the terms of this Section, FORTE will provide AGENCY with notice of the suspension as soon as is practicable and the reason for such suspension, along with remediation actions so long as communicating such would not create a security risk or violate any legal obligation of FORTE.

Commented [GS37]: Acceptable.

6.18 Authorization. AGENCY specifically authorizes FORTE to ~~(i) to debit and credit AGENCY's designated bank account in order to solely for the purpose of in order to carrying out its duties under this Agreement and collect any payment obligation owed to FORTE by AGENCY, provided such amounts are due, payable, and not reasonably disputed under this Agreement. and (ii) debit its designated bank account and any account owned by the same entity as AGENCY or by an entity with the same tax identification number as AGENCY to collect any payment obligation owed to FORTE by AGENCY hereunder.~~ Further, AGENCY authorizes FORTE to act as its agent for receipt of settlement funds in connection with the Services and FORTE accepts such appointment subject to any conditions and limitations of this Agreement. AGENCY agrees that receipt by FORTE of funds from AGENCY's Constituent or Customer shall constitute receipt of payment to AGENCY, extinguishing such Constituent or Customer's payment obligation to AGENCY (to the extent such obligation has not otherwise been extinguished) as if such Constituent or Customer had paid AGENCY directly. If FORTE fails to fund AGENCY's account in an amount corresponding to such Constituent's or Customer's payment, AGENCY's sole recourse shall be to FORTE, not such Constituent or Customer.

Commented [RS38]: Other City accounts should not be accessible by Forte to collect or deposit payments.

Commented [GS39R38]: Please review FORTE's proposed adjustments.

Commented [RS40R38]: See additional revision.

7. TRANSACTION AUTHORIZATION

7.1 Constituent Authorization. AGENCY shall obtain authorization from Constituent prior to requesting a Transaction to or from Constituent's account.

7.2 Retention. AGENCY shall retain proof of Constituent's authorization for a period of not less than two (2) years for standard Transactions from the Authorization date or revocation of the Authorization date and shall provide such proof of Authorization to FORTE upon request within five (5) Business Banking Days of the request.

Commented [RS41]: Is this written authorization and, if so, in what form? Does the City need to include language in permit applications, etc, to authorize debits/charges via the Forte system (point-of-sale terminals?)

7.3 Revoked Authorization. AGENCY shall cease initiating Transactions to or from a Constituent's account immediately upon receipt of any actual notice of a Constituent's termination or revocation of Authorization. AGENCY may re-initiate Transactions to or from a Constituent's account only upon receiving new Authorization from Constituent.

Commented [GS42]: Acceptable.

8. AGENCY PROHIBITIONS

AGENCY must not (i) require a cardholder to complete a postcard or similar device that includes the cardholder's account number, card expiration date, signature, or any other card account data in plain view when mailed; (ii) add any tax to Transactions unless applicable Laws expressly requires that AGENCY impose a tax (any tax amount, if allowed, must be included in the Transaction amount and not collected separately); (iii) request or use an account number for any purpose other than as payment for AGENCY's goods or services; ~~(iv) disburse funds in the form of travelers checks if the sole purpose is to allow the cardholder to make a cash purchase of goods or services from AGENCY; (v) disburse funds in the form of cash unless AGENCY is dispensing funds in the form of travelers checks, TravelMoney cards, or foreign currency (in such case, the Transaction amount is limited to the value of the travelers checks, TravelMoney cards, or foreign currency, plus any commission or fee charged by AGENCY) or unless AGENCY is participating in a cash back service;~~ (iv) disburse funds in the form of travelers checks if the sole purpose is to allow the cardholder to make a cash purchase of goods or services from AGENCY; (v) disburse funds in the form of cash unless AGENCY is dispensing funds in the form of travelers checks, TravelMoney cards, or foreign currency (in such case, the Transaction amount is limited to the value of the travelers checks, TravelMoney cards, or foreign currency, plus any commission or fee charged by AGENCY) or unless AGENCY is participating in a cash back service; (iv) submit any Transaction receipt for a Transaction that was previously charged back to the Acquirer

Commented [RS43]: City isn't going to offer cash back in any form so these provisions do not apply.

Commented [GS44R43]: Lib: please review.

Commented [ED45R43]: Please keep them in. If City will not do it, then it would not be an issue to keep it in the prohibitions.

Commented [GS46]: Not acceptable, the original language was reinserted.

and subsequently returned to AGENCY, irrespective of cardholder approval; (vi~~ii~~) accept a Visa consumer credit card or commercial Visa product issued by a U.S. issuer to collect or refinance an existing debt that has been deemed uncollectable by AGENCY; or (vii~~ii~~) submit a Transaction that represents collection of a dishonored check. AGENCY further agrees that under no circumstance will AGENCY store cardholder data in violation of ~~the any applicable~~ Laws or the operating regulations of any Payment Network, including, but not limited to, the storage of ~~Track-2 data or~~ ~~Neither AGENCY nor its Agent shall retain or store~~ magnetic-stripe data subsequent to Authorization of a ~~sales~~-Transaction.

9. AUTHORIZATION

9.1 ACH Authorization. AGENCY authorizes FORTE to electronically debit and credit AGENCY's designated bank account(s) for any amounts owed to or by AGENCY in accordance with the terms of this Agreement. Further, AGENCY authorizes FORTE to act as its agent for receipt of settlement funds solely in connection with the Services and FORTE accepts such appointment subject to any conditions and limitations of this Agreement. AGENCY agrees that receipt by FORTE of a Constituent's funds shall constitute receipt of payment to AGENCY, extinguishing Constituent's payment obligation to AGENCY as if Constituent had paid AGENCY directly. If FORTE fails to fund AGENCY's account in an amount corresponding to a Constituent's payment, AGENCY's sole recourse shall be to FORTE, not Constituent.

Commented [GS47]: Acceptable.

9.2 Third Party Service Provider. If AGENCY uses the Services through or in conjunction with a third-party service provider that is not a party to this Agreement, AGENCY authorizes FORTE to provide the authorized third party with its FORTE merchant account information and credentials. If applicable, AGENCY authorizes the third party to originate Transactions and receive the corresponding results on its behalf.

10. CONSTITUENT DISPUTES

All disputes between AGENCY and its Constituents relating to any Transaction processed under this Agreement will be settled by and between AGENCY and Constituent. AGENCY agrees FORTE bears no responsibility or involvement in any such dispute.

11. COMPLIANCE WITH LAWS, RULES, AND REGULATIONS

In performing its duties under this Agreement, each Party agrees to comply with all applicable Laws, Rules, and regulations, including, but not limited to, all confidentiality and security requirements of the USA Patriot Act (or similar law, rule or regulation), all Rules of any applicable Payment Networks, all requirements under the Payment Card Industry Data Security Standard (or similar applicable data security law, rule or regulation) including, but not limited to, the Visa Cardholder Information Security Program, the MasterCard Site Data Protection Program, and any other program or requirement that may be published and/or mandated by the Payment Networks. Each Party agrees to cooperate and provide information reasonably requested by the other to facilitate its compliance with any applicable Laws, Rules, or regulations. Additionally, should a Payment Network or regulatory body impose a fee or fine on AGENCY for any violation of the Rules or Laws or regulations by AGENCY, such fee or fine may be charged to FORTE as a pass-through to AGENCY. If any such fee or fine is charged to FORTE, AGENCY shall reimburse FORTE for any such fees or fines.

Commented [GS48]: Acceptable.

Commented [GS49]: Acceptable.

12. DATA SECURITY AND LIABILITY

FORTE shall implement and maintain a commercially reasonable security program, in accordance with the Information Security Requirements attached hereto as Appendix E. FORTE shall be liable for any unauthorized access, use, or disclosure of AGENCY or Constituent data as a result of FORTE's failure to comply with such security program or applicable Laws, Rules, or regulations. In the event of a data breach caused by FORTE's negligence or willful misconduct, FORTE shall defend, indemnify, and hold harmless AGENCY for any and all claims, injuries, damages, losses, or suits, including attorneys' fees.

arising out of or resulting from such data breach.

13. PRICING AND PAYMENT

13.1 FORTE will provide the Services in accordance with the fees listed on the Pricing Fee Schedule, attached hereto as Schedule 1, or any amendments thereto. Pricing based on AGENCY absorbing the fees for the Services (“Absorbed Fee Model”) will result in fees being billed to AGENCY monthly in arrears and will automatically be debited from AGENCY’s designated account via ACH debit.

13.2 Pricing based on a service fee that is charged to Constituents per Transaction (“Service Fee Model”) will result in a non-refundable service fee either (i) added to or (ii) charged as a separate Transaction to Constituent at the time of payment. Pricing under the Service Fee Model is calculated based on historical or estimated transactional amount activity by AGENCY. In the event that experiential transaction activity varies significantly from the historical or estimated amounts, FORTE shall provide AGENCY a minimum of thirty (30) days’ notice before adjusting the service fee in accordance with the experiential transaction activity.

13.3 FORTE’s pricing is subject to the underlying fees established by the Payment Networks and FORTE’S service providers. As such, in the event FORTE experiences an increase in cost for any processing services utilized by AGENCY during Term of the Agreement, FORTE will pass through the increases with no additional markup to AGENCY. FORTE will provide AGENCY a minimum of thirty (30) days’ notice of any change or adjustment in fees.

14. LIMITS OF LIABILITY

14.1 ~~NOTWITHSTANDING THE PROVISIONS OF SECTION 12,~~ NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES OF ANY KIND OR NATURE INCURRED IN RELATION TO THIS AGREEMENT. THE AMOUNT OF DAMAGES RECOVERABLE BY EITHER PARTY FROM THE OTHER WILL NOT EXCEED THAT PARTY’S ACTUAL, DIRECT DAMAGES AND WILL BE LIMITED TO THE AMOUNT OF THE AVERAGE MONTHLY FEES AND CHARGES PAID BY AGENCY TO FORTE, EXCLUDING ANY PASS-THROUGH FEES, FOR THE SERVICES FOR THE IMMEDIATE THREE (3) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE APPLICABLE CLAIM. NEITHER PARTY WILL BE LIABLE FOR FAILURE TO PERFORM ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT IF SUCH PERFORMANCE WOULD RESULT IN A BREACH OF ANY LAWS, RULES, REGULATIONS, OR REQUIREMENTS OF ANY GOVERNMENTAL AUTHORITY. THE PROVISIONS OF THIS SECTION WILL SURVIVE TERMINATION OF THIS AGREEMENT.

14.2 FORTE SHALL NOT BE RESPONSIBLE FOR ERRORS, ACTS, OR FAILURES TO ACT OF OTHERS, INCLUDING, AND AMONG OTHER ENTITIES, BANKS, OTHER PROCESSORS, COMMUNICATIONS CARRIERS OR CLEARING HOUSES, THROUGH WHICH TRANSACTIONS MAY BE ORIGINATED OR THROUGH WHICH FORTE MAY RECEIVE OR TRANSMIT INFORMATION, AND NO SUCH ENTITY SHALL BE DEEMED AN AGENT OF FORTE.

15. REPRESENTATIONS AND WARRANTIES.

15.1 FORTE’s Representations and Warranties. FORTE makes no representations or warranties concerning the Services except as may be specifically authorized, in writing, or set out herein.

15.1.1 FORTE hereby warrants that its software solutions and the Services will perform in accordance with their published specifications in all material respects.

15.1.2 FORTE further warrants that in performing its obligations hereunder, it shall exercise due care and reasonable efforts to ensure that information originated by AGENCY is transmitted accurately.

15.2 AGENCY’s Representations and Warranties. AGENCY represents and warrants to FORTE:

Commented [GS50]: We cannot agree to blanket indemnity. Please see Appendix E for our Information Security related terms.

Commented [RS51R50]: This is not blanket indemnity, as it very clearly limits Forte’s obligation to instances of negligence or willful misconduct related to breaches of the Security Information policy in Appendix E. Appendix E does not address such a breach and the City’s insurance provider typically requires such language in agreements to cover instances in which the City is not held responsible for breaches of a third party’s systems.

Commented [GS52]: Acceptable.

Commented [GS53]: Not acceptable.

Commented [RS54R53]: Please review comment above.

Commented [GS55]: Acceptable.

15.2.1 If applicable, with respect to all Transactions originated by FORTE on behalf of AGENCY, (i) each Transaction in all respects has been properly authorized by Receiver; (ii) each Transaction is for an amount agreed to by Receiver; and (iii) AGENCY shall provide proof of Authorization to FORTE in compliance with applicable Rules for any Transaction upon request within five (5) Business Banking Days.

15.2.2 AGENCY agrees to adhere to the warranties within the applicable Rules for each Transaction FORTE processes on AGENCY's behalf.

15.3 Mutual Representations and Warranties. Each Party represents and warrants to the other:

15.3.1 The execution of this Agreement does not violate any applicable international, federal, state, or local laws, Payment Network rules, or contract to which such Party is subject.

15.3.2 There are no actions, suits, or proceedings existing or pending against or affecting the Party before any judicial or regulatory authority which would have a material adverse effect on the Party's ability to perform its obligations hereunder.

15.3.3 When executed and delivered, this Agreement will constitute a legal, valid, and binding obligation, enforceable in accordance with its terms.

Commented [GS56]: Acceptable.

16. FORTE SERVICE POLICY

FORTE makes no representations or warranties concerning the Services except as may be specifically authorized, in writing, or set out herein. AGENCY acknowledges and understands that FORTE does not warrant that the Services will be uninterrupted or error free and that FORTE may occasionally experience delays or outages due to disruptions that are not within FORTE's control. Any such interruption shall not be considered a breach of the Agreement by FORTE. FORTE shall use commercially reasonable efforts to remedy any such interruption in the Services as quickly as possible.

Commented [GS57]: Acceptable.

17. FORCE MAJEURE

Neither Party will be held liable for any damages, delays, or failure to perform any of its obligations under this Agreement if such damages, delays, or failure are due to circumstances beyond the reasonable control of such Party and without its fault or negligence, such as acts of God, fire, flood, earthquakes, or other natural disasters, epidemics, industry-wide strikes, and governmental acts or orders or restrictions. The Party affected by such circumstances will use all commercially reasonable efforts to avoid or remove such causes of non-performance. Nothing herein shall relieve a Party from its payment obligations for Services rendered.

18. ASSIGNMENT

The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the Parties. Neither Party may assign any of its rights hereunder, nor delegate any of its duties hereunder, without the prior written consent of the other Party, and each Party acknowledges and agrees that, absent such prior written consent, any attempted assignment or delegation hereunder shall be null, void, and of no effect. Notwithstanding the foregoing, either Party may assign this Agreement or any rights and obligations hereunder either to an Affiliate or to a third-party successor to all or substantially all of its business, stock or assets, in each case, without the prior written consent of the other Party; provided, however, that such assigning Party shall provide prompt written notice to the other Party of such assignment, including the identity of the assignee.

Commented [GS58]: Acceptable.

19. CHOICE OF LAW

This Agreement shall be governed by and construed in accordance with the Laws of the State of Washington.

Commented [GS59]: Acceptable.

20. AMENDMENT

Except as otherwise provided for herein, the terms and conditions of this Agreement shall not be modified or amended except in writing and agreed to by the Parties. Notwithstanding the foregoing, this Agreement is subject to such modifications, changes, and additions as may be required by reason of any

applicable Law, regulation or Rule.

21. PUBLICITY

Neither Party shall use the other Party’s name, logo or service marks in conjunction with a press release or advertisement without first obtaining written approval.

22. NOTICE

Any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by fax to the intended recipient at the address most recently provided in writing.

23. HEADINGS

The headings contained in this Agreement are for convenience of reference only and shall not affect the meaning of any provision of this Agreement.

24. SEVERABILITY

Should any term, clause, or provision herein be found invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause, or provision and the Parties agree that this Agreement shall be reformed to replace such invalid term, clause, or provision with a valid and enforceable provision that most closely reflects the original intent of the Parties.

Commented [GS60]: Acceptable.

25. ENTIRE AGREEMENT; WAIVER; COUNTERPARTS

This Agreement constitutes the entire understanding of the Parties and revokes and supersedes all prior agreements between the Parties and is intended as a final expression of their agreement. Either Party’s waiver of any breach of any provision of this Agreement shall not be deemed a waiver of any subsequent breach of the same or other provision. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

26. ELECTRONIC SIGNATURES.

Under the Electronic Signatures in Global and National Commerce Act (E-Sign), this Payment Processing Agreement and all electronically executed documents related hereto are legally binding in the same manner as are hard copy documents executed by hand signature when (i) a person authorized to bind AGENCY indicates acceptance of the terms of this Agreement by following procedures that associate his/her electronic signature with this Agreement and related documents, (ii) such authorized person consents and intends to be bound by the Payment Processing Agreement and related documents, and (iii) the Payment Processing Agreement is delivered in an electronic record capable of retention by the recipient at the time of receipt (i.e., print or otherwise store the electronic record). This Agreement and all related electronic documents shall be governed by the provisions of E-Sign.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective organizations, have executed this Agreement.

CITY OF CLE ELUM

CSG FORTE PAYMENTS, INC.

By: _____

By: _____

Name: _____

Name: _____

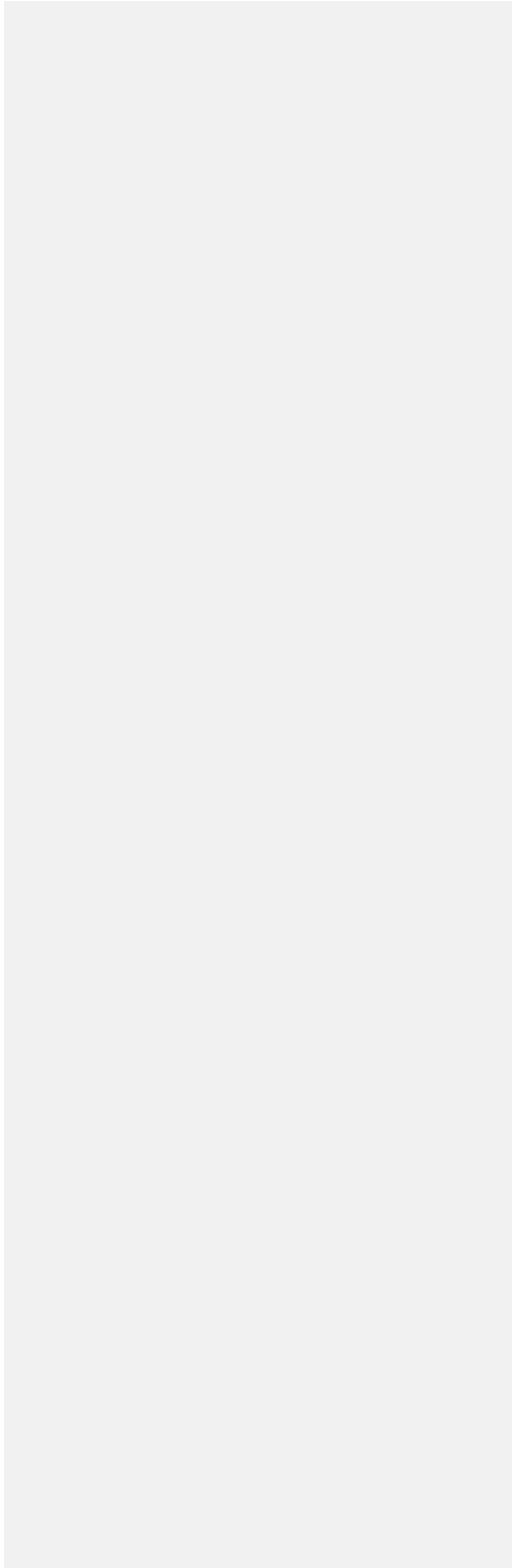
Title: _____

Title: _____

Date: _____

Date: _____

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APPENDIX A DEFINITIONS

Automated Clearing House Network. “Automated Clearing House Network” or “ACH Network” is a batch processing, store- and-forward system that accumulates and distributes ACH Transactions that are received from ODFI (defined below) and are forwarded to the specified RDFI (defined below) according to the specific schedules established by the participants.

Commented [GS61]: Acceptable.

Acquirer. “Acquirer” means a sponsoring financial institution or payment processor that enters into an agreement which enables merchants, government entities or their Agent(s) to submit Transactions to a Payment Network (defined below).

Commented [GS62]: Acceptable.

Affiliate. “Affiliate” means a business entity effectively controlling or controlled by another or associated with others under common ownership or control.

Agent. “Agent” means any director, officer, employee, representative, Affiliate, third-party vendor, or any other person acting on behalf of AGENCY with the actual, implied or apparent authority of AGENCY.

Authorization. “Authorization” means a Transaction request on a Constituent or Consumer bank account or card account to confirm Constituent’s or Consumer’s account is open, in good standing, and has sufficient funds to complete the submitted Transaction.

Business Banking Day. “Business Banking Day” means Monday through Friday excluding federal banking holidays.

Commented [GS63]: Acceptable.

Confidential Information. “Confidential Information” may include information regarding all of the computer software and technologies, systems, structures, architectures, processes, formulae, compositions, improvements, devices, know-how, inventions, discoveries, concepts, ideas, designs, methods, and information and databases developed, acquired, owned, produced, or practiced at any time by a Party or any Affiliate thereof, including software programs and documentation licensed by third parties to the disclosing Party, any business or financial information directly or indirectly related to the disclosing Party’s company(s) or investments or its internal administrative audit reports on internal controls, internal risk, and underwriting guidelines and policies, billing and accounting systems, Customer and vendor lists and information, employee personnel information and policies and procedures, and information regarding the disclosing Party’s products and services that is not generally available to the public.

Commented [GS64]: Acceptable.

Consumer. “Consumer” means the individual end users, Customers, or Constituents of AGENCY.

Canadian Payment Association or CPA. “Canadian Payment Association” or “CPA” is responsible for operating the two primary settlement systems (payment networks) in Canada, as well as establishing, revising and enforcing the operating Rules for the Canadian Payment Networks.

Commented [GS65]: Acceptable.

Chargeback. “Chargeback” means a Transaction that is rejected by the owner of the account debited or charged because a dispute exists between the Originator of the Transaction (typically AGENCY) and the account owner.

Credit Entry. “Credit Entry” means an ACH Transaction that is intended to deposit funds into a Receiver’s (defined below) account which has been withdrawn from AGENCY’s Settlement Account (defined below).

Debit Entry. “Debit Entry” means an ACH Transaction (defined below) that is intended to withdraw funds from a Receiver’s account for deposit into AGENCY’s Settlement Account (defined below).

Laws. “Laws” means all international, national, regional, and local regulations or laws which are applicable to the Services provided herein, including but not limited to federal Regulation E and Title 31 of the Code of Federal Regulations Part 210, Gramm-Leach-Bliley Act, US Bank Secrecy Act (“BSA”), applicable privacy and data security laws, US and local export control laws, including the US Foreign Corrupt Practices Act, the Export Administration Act, US Department of Treasury Office of Foreign Assets Control (“OFAC”) and similar restrictions under US law, executive orders, regulations, or Rules (collectively, “Export Laws”), the Fair Credit Reporting Act, and the USA Patriot Act.

National Automated Clearing House Association or NACHA. “National Automated Clearing House Association” or “NACHA” is responsible for establishing, revising and enforcing the Operating Rules for the US ACH Network.

Commented [GS66]: Acceptable.

Originating Depository Financial Institution or ODFI. “Originating Depository Financial Institution” or “ODFI” means the financial institution that receives ACH Transactions from AGENCY through FORTE and then forwards said Transactions (defined below) to the ACH Network.

Commented [GS67]: Acceptable.

Originator. “Originator” means the AGENCY who has contracted with FORTE to initiate ACH entries, on its behalf, to the ACH Network.

Payment Network. “Payment Network” or “Payment Association” means an entity that facilitates and governs payment Transactions (defined below), including but not limited to Visa, M/C, Discover, NACHA, and CPA and may be also referred to as “Payment Association”.

Commented [GS68]: Acceptable.

Payment Network Resources:

Visa Regulations (from Visa website): <https://usa.visa.com/dam/VCOM/download/about-visa/visa-rules-public.pdf>

MasterCard Rules (from MC website):

<https://www.mastercard.us/en-us/about-mastercard/what-we-do/rules.html>

Discover rules (from Discover website):

<http://www.discovernetwork.com/merchants/index.html>

NACHA: www.nacha.org

Payment Card Industry Data Security Standard or PCI-DSS. “Payment Card Industry Data Security Standard” or “PCI-DSS” means the system security measures established by the major credit card companies. The PCI-DSS is mandated by the credit card companies but administered by the Payment Card Industry Security Standards Council.

Personally Identifiable Information or PII. “Personally Identifiable Information” or “PII” means unencrypted, unredacted, or non-anonymized personally identifiable information regarding a Consumer, or non-personally identifiable information regarding a Consumer that has been aggregated, disaggregated, or decompiled in a manner that is sufficient to cause a Consumer to be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to such Consumer’s physical, physiological, mental, economic, cultural, or social identity, including, by way of example, financial account numbers, credit or debit card numbers (with or without access or pin numbers, if collected), personal addresses, IP addresses, identity cards, residency permits, passport numbers, driver’s license numbers, and/or other government issued numbers. PII includes “Personal Data” as commonly

defined by privacy laws.

Receiving Depository Financial Institution or RDFI. “Receiving Depository Financial Institution” or “RDFI” means the financial institution that receives the ACH Transactions (defined below) from the ODFI through the ACH Network and posts such Transactions to the accounts of Receivers (defined below).

Commented [GS69]: Acceptable.

Receiver. “Receiver” means an entity or individual Consumer that has an established account with a card issuer or financial institution upon which a Transaction is or may be acted upon.

Rules. “Rules” means the operational rules, policies, and procedures established by each applicable Payment Network to govern all transactions and parties that participate in processing Transactions through the associated Payment Network.

Settlement Account. “Settlement Account” means an account established and maintained by AGENCY with a financial institution through which the following may occur: (a) deposit of funds for Debit Entries, (b) the extractions of funds for Credit Entries, reserve funds, or fee obligations, unless otherwise agreed to by the Parties.

Settlement Entry. “Settlement Entry” means a Debit or Credit Entry to AGENCY’s Settlement Account which corresponds to the net amount owed AGENCY by FORTE at the end of each Business Banking Day.

Transaction. “Transaction” means any transfer of data or information to FORTE in a format pre-approved by FORTE, including but not limited to payment, verification, and authentication items.

Users. “Users” mean all individuals who access a FORTE website or utilize any portion of the FORTE Services on behalf of AGENCY directly or through software that accesses the FORTE systems through AGENCY’s systems, by using AGENCY’s access credentials or any other access reasonably presumed to be on behalf of AGENCY.

**APPENDIX B
ACCOUNT VERIFICATION AND AUTHENTICATION SERVICES**

1. Representation by Agency. Each request for data through the verification and authentication services shall constitute a representation, warranty, and certification by AGENCY that the data (i) shall be used and disclosed only in accordance with the terms of the Agreement, and in accordance with any applicable Laws, Rules, or regulations; (ii) shall be used solely for the intended use as stated by AGENCY on AGENCY's application and that such use is in compliance with the permissible uses under the Fair Credit Reporting Act ("FCRA") as provided in the FCRA Requirements Addendum located at <http://www.forte.net/fair-credit-reporting-act>; (iii) AGENCY will follow proper procedures for adverse action notification to its Constituents, as provided by the FCRA Requirements Addendum; and (iv) AGENCY acknowledges it has implemented security measures to prohibit the unauthorized access to the information provided.

Commented [GS70]: Acceptable.

2. Use of Services.

2.1 AGENCY SHALL USE THE VERIFICATION SERVICES ONLY IN CONNECTION WITH PAYMENTS PRESENTED TO AGENCY BY ITS CONSTITUENTS IN EXCHANGE FOR GOODS OR SERVICES. AGENCY SHALL NOT RESELL THE VERIFICATION DATA OR SERVICES TO ANY THIRD PARTIES.

2.2 AGENCY understands and agrees that it cannot decline Services to a Consumer, Constituent, or Customer after receiving an approval result from FORTE on a verification inquiry unless AGENCY is declining based on other grounds and/or information. Further, if AGENCY does decline Services to a FORTE approved Consumer, Constituent, or Customer based on alternate information, AGENCY shall not provide FORTE's contact information as recourse for the Consumer, Constituent, or Customer to pursue a dispute of the result under FCRA Adverse Action requirements.

Commented [GS71]: Acceptable.

2.3 AGENCY shall provide to FORTE, as part of a verification inquiry, the accurate amount for each Transaction AGENCY wants to verify.

3. Retention of Data. AGENCY acknowledges and agrees that it shall not retain, store, compile, or aggregate the results of verification or authentication inquiries received from FORTE except as required by applicable Laws or to perform its obligations under this Agreement.

4. AGENCY acknowledges and agrees, ~~on behalf of itself and its Constituents,~~ that all information submitted by AGENCY to FORTE in order for FORTE to provide the Services to AGENCY or otherwise contributed by AGENCY pursuant to these Services (including Transaction results) is held in FORTE's database, and may be used by FORTE solely for the purpose of providing the Services to ~~its~~ AGENCY's ~~customers~~ Customers in compliance with all applicable Laws and Rules, including in accordance with the federal Fair Credit Reporting Act ("FCRA"), ~~and not for any unlawful purpose or for FORTE's independent commercial benefit.~~ Further, FORTE may track, review, compile, store, and use any information or data received from AGENCY as part of a Transaction or information or data received from a Payment Association or financial institution regarding a Transaction for regulatory compliance or any other legally permissible purpose. Without limiting the foregoing, AGENCY agrees and acknowledges that FORTE ~~(and/or certain of its Affiliates)~~ may use the routing numbers, account numbers, and other PII submitted by AGENCY as well as Transaction results provided to or received by FORTE for the purpose of supporting FORTE's ~~(or certain of its Affiliates)~~ fraud detection, account validation and verification, and/or other commercially available ~~or other commercially available other~~ services ~~performed in connection with the Services, and not for any unrelated commercial purpose.~~

Commented [GS72]: Acceptable as revised, please refer to comment in Section 2.5.

Commented [RS73R72]: See response in Section 2.5. This edit is also inconsistent with edits in Section 2.5 as Forte previously agreed to accept the language now removed here "for any unlawful purpose or for FORTE's independent commercial benefit"

**APPENDIX C
ACCOUNT UPDATER SERVICES**

1. **Description of Services.** Participating Visa/MasterCard issuers submit the account changes to FORTE's Account Updater database. On a monthly basis, FORTE will compare all of AGENCY's recurring tokenized Transactions against the Account Updater database. FORTE will then update the tokenized card information on file with updated account information.

2. **Agency Requirements for Account Updater Participation.**
 - a. AGENCY must be properly established and registered in the United States.
 - b. AGENCY must not have been disqualified from participating in the Visa, MasterCard, or Discover programs.
 - c. AGENCY must be in compliance with all Card Association Operating Regulations.
 - d. AGENCY must submit inquiries only for those accounts with which it has an ongoing relationship and with Constituent's authority to submit such payments.
 - e. AGENCY may not request Authorization on accounts that have been returned "Contact Cardholder" or "Closed."
 - f. AGENCY must not submit inquiries on behalf of any other entity.
 - g. AGENCY assumes all risk associated with the use of the Account Updater Service. FORTE shall have no liability ~~whatsoever~~ to AGENCY for any liability associated with the Account Updater Service, including but not limited to the accuracy or completeness of the information provided via the Account Updater Service, ~~except to the extent of FORTE's gross negligence or willful misconduct.~~

Commented [RS74]: Not defined.

Commented [GS75]: Acceptable.

Commented [RS76]: Not defined.

Commented [GS77]: Not acceptable for this product.

Commented [RS78R77]: This provision places all risk of the Account Updater Service on the City, despite Forte's role in providing the service. It is reasonable for Forte to retain responsibility for its own negligence or willful misconduct.

D

APPENDIX D*
AMERICAN EXPRESS CARD ACCEPTANCE

1. Merchant hereby acknowledges and agrees that for purposes of acceptance of American Express, the American Express Merchant Operating Guide and any amendments thereto (the “Operating Guide”) is hereby incorporated by reference into this Agreement and can be found at www.americanexpress.com/merchantopguide.

All capitalized terms found in this Appendix D shall have the attributed meaning from the Operating Guide.

2. Merchant hereby acknowledges and agrees that it is not a party to any agreement between FORTE and American Express.

3. Merchant hereby authorizes FORTE and/or Acquirer to submit American Express transactions to, and receive settlement from, American Express on behalf of Merchant. Merchant must accept the American Express card as payment for goods and services (other than those goods and services prohibited under the Operating Guide) sold, or (if applicable) for charitable contributions made, at all of its establishments, except as expressly permitted by applicable Law. Merchant is jointly and severally liable for the obligations of Merchant’s establishments under the Agreement. For the avoidance of doubt, “cardholder” as used in this Agreement shall include Cardmembers as defined in the Operating Guide.

4. Merchant hereby acknowledges and agrees that (i) FORTE or Acquirer may disclose American Express Transaction Data (which for purposes of this section shall have the same definition as “Transaction Data” in the Operating Guide), Merchant Data (as defined below), and other information about Merchant to American Express, (ii) American Express may use such information to perform its responsibilities in connection with the American Express Program, promote the American Express Network, perform analytics and create reports, and for any other lawful business purpose, including marketing purposes, and (iii) American Express may use the information obtained in this application at the time of setup to screen and/or monitor Merchant in connection with American Express Card (the “Card”) marketing and administrative purposes. If Merchant has provided a wireless phone number in connection with this Agreement, Merchant hereby agrees that it may be contacted at that number and the communications sent may include autodialed text messages or automated prerecorded calls. If Merchant has provided a fax number, Merchant hereby agrees that it may be sent fax communications. To opt out of American Express-related marketing communications, Merchant may contact FORTE customer service as described in this Agreement. For purposes of this section, “Merchant Data” means names, postal and email addresses, tax ID numbers, names and social security numbers of the authorized signer of Merchant and similar identifying information about Merchant. For clarification, Merchant Data does not include American Express Transaction Data.

5. Merchant will adhere to the following website information display guidelines in the event Merchant has a website and/or operates an e-commerce business. Merchant’s website must display the following:

- An accurate description of the goods/services offered, including the currency type for the Transaction (e.g., U.S. Dollars). Note: Transaction currency must be in U.S. Dollars.
- Merchant’s physical address in the U.S.
- An email address or telephone number for customer service disputes.
- Return/refund policy.
- A description of Merchant’s delivery policy (e.g., no overnight delivery).
- A description of Merchant’s security practices (e.g., information highlighting security practices Merchant uses to secure Transactions on its systems, including Transactions conducted on the Internet).
- A statement of known export restrictions, tariffs, and any other regulations.

- A privacy statement regarding the type of personal information collected and how the information is used. Additionally, Merchant must provide to customers the option to decline being included in marketing campaigns or having their personal information included on lists sold to third parties.
- 6.** Merchant hereby agrees that, in the event that Merchant becomes a High Charge Volume Merchant (as defined below), Merchant will be converted from the American Express Program to a direct American Express Card acceptance relationship with American Express, and upon such conversion, (i) Merchant will be bound by American Express' then-current card acceptance agreement, and (ii) American Express will set pricing and other fees payable by Merchant for American Express Card acceptance. "High Charge Volume Merchant" for purposes of this section means an American Express Program Merchant with either (i) greater than \$1,000,000 in American Express charge volume in a rolling twelve (12) month period or (ii) greater than \$100,000 in American Express charge volume in any three (3) consecutive months. For clarification, if Merchant has multiple establishments, the American Express charge volume from all establishments shall be summed together when determining whether Merchant has exceeded the thresholds above.
- 7.** Except as expressly permitted by applicable Law, Merchant must not: (a) indicate or imply that Merchant prefers, directly or indirectly, any Other Payment Products over the Card, (b) try to dissuade Cardmembers from using the Card, (c) criticize or mischaracterize the Card or any of American Express' services or programs, (d) try to persuade or prompt Cardmembers to use any Other Payment Products or any other method of payment (e.g., payment by check), (e) impose any restrictions, conditions, disadvantages, or fees when the Card is accepted that are not imposed equally on all other payment products, except for electronic funds transfer, cash or check, (f) suggest or require Cardmembers to waive their right to dispute any Transaction, (g) engage in activities that harm American Express' business or the American Express Brand (or both), (h) promote any Other Payment Products (except, if applicable, Merchant's own private label card that it issues for use solely at its Establishments) more actively than Merchant promotes the Card, or (i) convert the currency of the original sale Transaction to another currency when requesting Authorization or submitting Transactions (or both).
- 8.** Merchant may offer discounts or in-kind incentives from its regular prices for payments in cash, ACH funds transfer, check, debit card, or credit/charge card, provided that (to the extent required by applicable Law): (i) Merchant clearly and conspicuously discloses the terms of the discount or in-kind incentive to its customers, (ii) the discount or in-kind incentive is offered to all of Merchant's prospective customers, and (iii) the discount or in-kind incentive does not differentiate on the basis of the Issuer or, except as expressly permitted by applicable state statute, payment card network (e.g., Visa, MasterCard, Discover, JCB, American Express). The offering of discounts or in-kind incentives in compliance with the terms of this paragraph will not constitute a violation of the provisions set forth Section 3.2 of the Operating Guide.
- 9.** Whenever payment methods are communicated to customers, or when customers ask what payments are accepted, Merchant must indicate its acceptance of the Card and display American Express' Marks (including any Card application forms provided to Merchant) as prominently and in the same manner as any Other Payment Products. Merchant must not use American Express' Marks in any way that injures or diminishes the goodwill associated with the American Express Mark, nor in any way (without American Express' prior written consent) indicate that American Express endorses Merchant's goods or services. Merchant shall use the American Express brand and marks in accordance with the requirements set forth in the Operating Guide and shall remove the American Express brand and marks from Merchant's website and wherever else they are displayed upon termination Merchant's acceptance of American Express cards.
- 10.** Any and all Cardmember Information is confidential and the sole property of the Issuer, American

Express or its Affiliates. Except as otherwise specified, Merchant must not disclose Cardmember Information, nor use nor store it, other than to facilitate Transactions in accordance with this Agreement. For more information, refer to the Operating Guide, Section 4.2, "Completing a Transaction at the Point of Sale" and Chapter 8, "Protecting Cardmember Information".

11. Merchant shall not assign to any third party any American Express-related payments due to it under this Agreement, and all indebtedness arising from American Express Charges (as defined below) will be for bona fide sales of goods and services (or both) at its establishments (as defined below) and free of liens, claims, and encumbrances other than ordinary sales taxes; provided, however, that Merchant may sell and assign future American Express transaction receivables to FORTE, its affiliated entities and/or any other cash advance funding source that partners with FORTE or its affiliated entities, without consent of American Express.

12. Merchant hereby agrees that American Express shall have third party beneficiary rights, but not obligations, to enforce this Agreement as against Merchant to the extent applicable to American Express processing. Merchant understands and agrees that it shall have no third party beneficiary rights under any agreement between FORTE and American Express and/or Acquirer. Merchant shall maintain refund policies for purchases on the American Express card that are at least as favorable as its refund policy for purchases on any other payment product. Merchant will disclose any such refund policy to Cardmembers at the time of purchase and in compliance with the Operating Guide and all applicable Laws. Merchant's termination of American Express Card acceptance shall have no direct or indirect effect on Merchant's rights to accept other card brands. To terminate American Express acceptance, Merchant may contact FORTE customer service as described in this Agreement.

13. Without limiting any other rights provided herein, FORTE and/or Acquirer shall have the right to immediately suspend Merchant's acceptance of American Express cards upon request of American Express. Merchant may not bill or collect from any Cardmember for any purchase or payment on the Card unless a chargeback has been exercised, Merchant has fully paid for such charge, and it otherwise has the right to do so. Merchant will comply with all procedural requirements relating to Chargebacks, as provided in the Operating Guide, Chapter 11.

14. American Express Liability. SPONSORED MERCHANT ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL AMERICAN EXPRESS, ITS AFFILIATES, AGENTS, SUCCESSORS, OR ASSIGNS BE LIABLE TO SPONSORED MERCHANT FOR ANY DAMAGES, LOSSES, OR COSTS INCURRED, INCLUDING INCIDENTAL, INDIRECT, SPECULATIVE, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (WHETHER BASED ON CONTRACT, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, FRAUD, OR OTHERWISE, OR STATUTES, REGULATIONS, OR ANY OTHER THEORY), ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT.

Commented [GS79]: Not acceptable; Appendix D is provided as is by American Express and FORTE cannot agree to any changes.

*For purposes of clarification, "Merchant" in this Appendix D shall be deemed to be "AGENCY."

APPENDIX E
INFORMATION SECURITY REQUIREMENTS

Commented [GS80]: Redlines on this Appendix are not acceptable to FORTE.

Commented [RS81R80]: Please provide further explanation. The proposed changes are limited to consistency edits and corrections, with one substantive addition clarifying Washington law requirements and Forte's obligation to respond to City information requests. These are reasonable requests that should be reviewed.

1. Acknowledgment of Information Security Requirements. FORTE acknowledges and agrees to have a "Security Program" that is compliant with all legal and industry mandated information security requirements applicable to its duties and obligations specified under this Agreement.
2. Compliance with Laws and Industry Standards. FORTE agrees to abide by all Laws, Rules, and industry-mandated information security standards applicable to its duties and obligations related to information security for Services provided by FORTE to AGENCY under this Agreement.
3. Definitions.
 - a. Consumer Information. "Consumer Information" means collectively PII and Source Data, as defined below.
 - b. Source Data. "Source Data" means data provided by AGENCY relating to AGENCY's account activity or other information collected from the AGENCY in order to process a ~~transaction~~ Transaction on a AGENCY's behalf or otherwise necessary for a-AGENCY's use of ~~Forte's~~ FORTE's products and ~~products and services~~ Services, whether in individual or aggregate form. Source Data may include PII but is not limited to PII. Source Data is and shall remain the property of a-AGENCY and /or its Consumer ~~or customer~~ Customer. To the extent that AGENCY or FORTE has access to or collects such Source Data, each Party agrees that it does so solely on behalf of -AGENCY and AGENCY's Consumers, ~~eustomers~~ Customers, or Constituents pursuant to the obligations hereunder and shall maintain the confidentiality of such Source Data and shall treat it in accordance with applicable Laws.
4. Security Obligations.
 - a. FORTE hereby acknowledges that AGENCY has ~~a~~ responsibility~~ies~~ under the law to keep PII (as defined in Appendix A) private and confidential, including in compliance with the Washington Public Records Act, and as a result of any PII received by FORTE in the performance of this Agreement, FORTE shall have the same ~~responsibility~~ responsibilities. FORTE also acknowledges that with respect to such PII, FORTE shall not gain possession of any ownership or other proprietary rights to the PII to which it will have access pursuant to this Agreement (if any). FORTE acknowledges and understands that PII may be subject to applicable local, state, and federal Rules and Laws and applicable information industry standards; provided however, to the extent that AGENCY informs FORTE of a local law expanding the definition of PII in Appendix A, FORTE shall only be required to use commercially reasonable efforts to comply with such expanded local requirements. ~~Notwithstanding the foregoing, AGENCY may disclose records as required by applicable Laws, including the Washington Public Records Act, but only to the extent such records are not exempt from disclosure; nothing in this Agreement shall require AGENCY or FORTE to disclose PII that is exempt from disclosure. If AGENCY receives a request for PII as part of a public records request, FORTE agrees to conduct a search of any records received from AGENCY stored in its systems and timely produce such records at no cost to AGENCY.~~
 - b. Consumer Information that is collected or obtained from AGENCY pursuant to this Agreement shall be stored and maintained by FORTE in a secure environment and transmitted by FORTE in a secure form that meets industry-mandated data security standards. Although FORTE will protect and safeguard PII in a manner that meets industry-mandated data security standards, the Parties agree that there may be some instances in which PII or certain PII data elements are protected in a more secure manner than other data (e.g., encryption).
5. Rights to Use and Access. AGENCY hereby grants to FORTE a non-exclusive right to use all of

AGENCY's Source Data including PII provided by AGENCY's Constituents, necessary to perform the Services under this Agreement. FORTE shall limit the use and access to AGENCY's Source Data to uses pursuant to the terms of the Agreement and to FORTE's bona fide employees or independent consultants, contractors or auditors and required governmental agencies, who have a need to know such information and who agree to comply with use and non-disclosure restrictions similar to those contained within this Agreement.

6. Security of Consumer Information. Each Party shall implement and maintain a Security Program that includes appropriate administrative, technical, and physical safeguards reasonably designed to: (i) ensure the security and confidentiality of Consumer Information within its systems; (ii) protect against any anticipated threats or hazards to the security or integrity of Consumer Information within its systems; and (iii) protect against unauthorized access to or use of Consumer Information stored on its systems; and (iv) dispose of Consumer Information in a secure manner per applicable Rules and Laws.
 - a. In order to comply with safeguard obligations generally described in the preceding paragraph, each Party shall (1) designate an employee or employees to coordinate its Security Program, (2) identify reasonably foreseeable internal and external risks to the security, confidentiality, and integrity of Consumer Information located on its systems that could result in the unauthorized disclosure, misuse, alteration, destruction, or other compromise of such information, and assess the sufficiency of any safeguards in place to control these risks. At a minimum, such risk assessment should include consideration of risks in each relevant area of a Party's operations, including: (i) employee training and management; (ii) information systems, including network and software design, as well as information processing, storage, transmission, and disposal; and (iii) detecting, preventing, and responding to attacks, intrusions, or other system failures, which shall include the use of commercially reasonable efforts to establish procedures and logging mechanisms for FORTE systems and networks that will allow tracking and analysis in the event there is a compromise of its systems, and maintain an audit trail history for at least three (3) months for review by AGENCY upon reasonable request; (3) design and implement information safeguards to control the risks identified through risk assessment, and regularly test or otherwise monitor the effectiveness of the safeguards' key controls, systems, and procedures; and (4) use commercially reasonable efforts to assure-ensure data security when disposing of any Consumer Information.
7. Disclosures. Neither Party shall have an obligation to maintain the confidentiality of any Consumer Information which: (i) has been received by it from a third party without restriction on disclosure and without breach of agreement or other wrongful act by the receiving partyParty; or (ii) is independently developed by it without reference to any Consumer Information. If required by any court of competent jurisdiction or other governmental authority, each Party may disclose to such authority, data, information or materials involving or pertaining to Consumer Information to the extent required by such order or authority. FORTE-The Parties shall, if not otherwise prohibited, give the other Party as much advance notice of the possibility of such disclosure as is practical so that it may, at its own expense, attempt to stop such disclosure or obtain a protective order concerning such disclosure.
8. Breach Notification. In the event of an actual or validated breach of security of a Party's system, website, database, equipment, or storage medium or facility that results in unauthorized access to Consumer Information on a Party's system by any third party (including any consultant or subcontractor of the Party that is not authorized to access such information), the Party that experienced the breach shall notify the other Party within a commercially reasonable time after taking any appropriate measures necessary to prevent further access, and shall take commercially reasonable efforts to resecure its systems as soon as possible. The Party that experienced the breach shall provide any information that the other Party reasonably requests pertaining to the incident, unless prohibited from doing so by applicable Laws or Rules or Law and shall provide reasonable cooperation to investigate any such incident. In addition, in the event of an actual or validated breach of security to a Party's system regarding PCI data related to AGENCY's account with FORTE, the Party that experienced the breach shall, to the extent reasonably practicable,

cooperate with the investigative actions of the appropriate forensic unit and/or law enforcement agency and agrees to provide the other Party with a copy of the final Incident Report, if any, upon request.

9. FORTE's Annual Validation of Adherence to Security Standards. FORTE and AGENCY agree to utilize existing FORTE assessment reports and Certifications (SSAE report and PCI Certification), to validate FORTE's compliance with the Information Security Requirements set forth in this Appendix E.
 - a. FORTE shall maintain all records pertaining to the Services as required by applicable Laws or Rules of Law.
 - b. FORTE shall provide at its expense, upon AGENCY's written request on no more than an annual basis, its most current, independent, SSAE report (third party service organization report). An SSAE report for purposes of this Agreement is defined as a specialized report or reports of controls, generally accepted in the industry, in the areas of financial reporting and general information technology controls for the services provided by a hosted solutions provider, managed services provider, service organization, service bureau or other similarly structured provider of software and hardware solutions. FORTE shall select the type of SSAE report that will be provided based upon the relationship between the Parties and the products and services provided by FORTE. In the event AGENCY wishes to receive a type of SSAE report not currently provided by FORTE, AGENCY shall provide no less than eighteen (18) months prior written notice to FORTE and FORTE in its sole discretion shall determine whether it will provide the additional type of SSAE report to AGENCY. FORTE will provide a copy of the most current report prepared; provided that AGENCY shall accept and agree to any conditions imposed by the independent audit firm for access to such report. FORTE will use good faith efforts to assist in resolving any issues that may arise between AGENCY and any independent auditor firm regarding the viewing of the SSAE report. AGENCY may not distribute or provide FORTE's SSAE report to third parties without FORTE's prior written consent, without FORTE's prior written consent except as required by applicable Laws or Rules, including the Washington Public Records Act.
 - c. FORTE is PCI DSS certified and undergoes an annual audit in order to maintain PCI DSS compliance against the current version of PCI DSS published on the PCI SSC (PCI Security Standards Council) website.
 - d. AGENCY and its auditors will maintain the confidentiality of FORTE's procedures and processes, which FORTE describes as confidential, and which are disclosed as a result of any review or audit, except where disclosure is required by applicable Laws or Rules. FORTE agrees that any material failure, as defined by AGENCY in its reasonable discretion, to cooperate fully and promptly in the conduct of any audit requested pursuant to this paragraph will constitute grounds for AGENCY to immediately terminate the Agreement and cease receiving Services from FORTE; provided, however, AGENCY shall provide FORTE with written notice of such material failure to cooperate and FORTE shall have thirty (30) days opportunity to cure. Such termination shall be AGENCY's sole and exclusive remedy for any such failure to cooperate.
10. Network and Application Scans. FORTE shall perform network and application security scans that test the FORTE's systems for (i) security vulnerabilities, (ii) denial of service vulnerabilities and (iii) system access. FORTE will have processes that review and remediate vulnerabilities.

**SCHEDULE 1
PRICING FEE SCHEDULE
(City of Cle Elum, WA)**

1. Service (Convenience) Fee Pricing Option:

- a) **MasterCard, Visa, Discover and American Express cards**
3.00% of the payment amount with a minimum fee of \$2.00 based upon volume
- b) **Electronic check – online WEB payments (includes Forte Verification for known accounts)**

eCheck Transaction Tiers	Fees	Frequency
\$0.00 to \$50,000.00	\$2.00 w/Verification	Per Transaction
\$50,000.01 to \$75,000.00	\$3.25 w/Verification	Per Transaction
\$75,000.01 to \$100,000.00	\$6.25 w/Verification	Per Transaction
\$100,000.01 to \$150,000.00	\$10.25 w/Verification	Per Transaction
\$150,000.01 + \$250,000.00	\$15.25 w/Verification	Per Transaction

**2. Absorbed Pricing Option:
Emerging Market and Public-Sector Rate Structure**

Processing Costs:	Fees	Frequency
Visa, MasterCard, Discover, American Express	3.00% + \$0.25	Per Transaction
Forte Protect (End-2-End Encryption)	\$0.10	Per Transaction
Forte Protect (Key Injection Fee)	\$25.00	One time per device
Token Management Fee (required for Account Updater service)	\$0.06	Per payment token on file
Account Updater Monthly (required for Account Updater service)	\$5.00	Per Month
Credit Card Chargeback Fee	\$25.00	Per Chargeback
Batch Fee	\$0.35	No Charge - Waived
ACH Fee-debits/credits	\$2.00 with Forte Validate Plus	Per Transaction
ACH Return Fee	\$2.00	Per Return
Monthly Fee	\$5.00	Each Month per Merchant Account

3. Equipment Pricing:

Standard Product	Description	Fees and Cost of Equipment

VeriFone V400c Terminal (Cloudbased)		\$399.00 per terminal plus shipping
VeriFone V400c Terminal Dynaflex II and Counter-Top Docking Station Bundle		\$219.00 per device with docking station plus shipping

CITY OF CLE ELUM
City Administration

**AGENDA STAFF
REPORT**

AGENDA DATE: June 9, 2026

ACTION REQUESTED: Motion to authorize the Mayor to sign the Services Agreement for Lodging Tax Funded Activities with the horse park.

BACKGROUND: This agreement was developed because the City received a substantial lodging tax grant from the County for the Horse Park. Since all grant funds are administered through the City and passed through to the Horse Park, a formal agreement was necessary. The agreement has been reviewed by the General Government Committee, the City's attorney, and the Horse Park's attorney.

RECOMMENDATION: Authorize the Mayor to sign the Services Agreement for Lodging Tax Funded Activities with the horse park.

ATTACHMENTS: Service Agreement

LEAD STAFF: Robert Omans

**CITY OF CLE ELUM SERVICES AGREEMENT
FOR LODGING TAX FUNDED ACTIVITIES**

THIS AGREEMENT FOR LODGING TAX FUNDED ACTIVITIES (this “Agreement”) is entered into by and between the City of Cle Elum, Washington, a municipal corporation (the “City”) and the **Washington State Horse Park Authority**, a Washington nonprofit corporation (the “Contractor”). The City and the Contractor are each a “Party” and together “Parties” to this Agreement.

RECITALS:

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

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

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

AGREEMENT:

1. Scope of Services to be Performed by the Contractor.

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

2. Compensation and Method of Payment.

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

Check all applicable payment terms:

- LUMP SUM. Compensation for these services shall be a Lump Sum of \$_____.
- TIME AND MATERIALS NOT TO EXCEED. Compensation for these services shall not exceed \$10,000 without written authorization and will be based on billing rates and reimbursable expenses attached in the Scope of Work Exhibit A.
- TIME AND MATERIALS. Compensation for these services shall be on a time and material basis according to the list of billing rates and reimbursable expenses attached hereto as Exhibit “_____.”
- REIMBURSEMENT. Reimbursement for actual costs incurred providing the Services, in a total amount not to exceed \$ 3,275,000 (Grant Amount).

The Contractor acknowledges and agrees that reimbursement for eligible costs under this section is expressly contingent upon the City’s receipt of corresponding reimbursement funds from Kittitas County

pursuant to the terms of the 2025 Lodging Tax Services Agreement, Contract #LSC-2025-004, dated December 10, 2025 (the "LTSA"). The City shall have no obligation to make payments for Services rendered unless and until such funds are received. The City shall diligently pursue reimbursement from Kittitas County pursuant to the LTSA, including by timely submitting all required documentation, invoices, and requests for reimbursement to the County, and by taking all other actions reasonably necessary to obtain such reimbursement in a timely manner. The City shall promptly notify the Contractor of any delay, reduction, denial, or other issue affecting the County's reimbursement to the City. In the event the County delays, reduces, or denies reimbursement to the City, the City's obligation to reimburse the Contractor shall be delayed, reduced, or eliminated to the same extent. The Contractor assumes the risk of nonpayment resulting from the County's failure to provide reimbursement and waives any claim against the City for payment of funds not received by the City from the County. Subject to the foregoing, the City shall pay the Contractor for Services rendered within five (5) days after (i) City Council approval of the applicable invoice, and (ii) the City's receipt of corresponding reimbursement funds from Kittitas County, whichever is later. However, if the City objects to all or any portion of an invoice, it shall notify the Contractor of the objection and reserves the option to only pay that portion of the invoice not in dispute. In that event, the Parties will immediately make every effort to settle the disputed portion. If the Parties are unable to resolve such dispute, then the dispute resolution provisions of Section 23(B) of this Agreement shall apply.

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

3. Duration of Agreement.

This Agreement shall be in full force and effect for a period commencing on **May 1, 2026** and ending **December 31, 2030**, unless sooner terminated under the provisions of this Agreement. Time is of the essence in each and all of the provisions of this Agreement in which performance is required.

4. Ownership and Use of Documents.

- A. *Ownership.* Any records, files, documents, drawings, specifications, data, or information, regardless of form or format, and all other materials produced by the Contractor in connection with the Services provided and which are submitted to the City, shall be the property of the City whether the project for which they were created is executed or not; provided, however, that the foregoing shall not apply to any materials or work product to the extent a subcontractor of the Contractor retains rights therein pursuant to a written agreement between the Contractor and such subcontractor.
- B. *Records preservation.* The Contractor understands and acknowledges that this Agreement is with a government agency and thus all records created or used in the course of the Contractor's work may be considered "public records" and may be subject to disclosure by the City under the Public Records Act, Chapter 42.56 RCW ("the Act"). To assist the City in meeting its disclosure obligations under the Act, the Contractor agrees to safeguard and preserve records it provides to, or that are used by, the City in connection with this Agreement. The City may be required, upon request, to disclose this Agreement, and the documents and records related to this Agreement, unless an exemption under the Act applies. If the City receives a public records request and asks the Contractor to search its files for responsive records, the Contractor agrees to make a prompt and thorough search through its files for any records in connection with this Agreement and to promptly turn over any responsive records to the City's public records officer at no cost to the City. Nothing in this Section shall be construed to make the Contractor a public agency or otherwise subject the Contractor to the requirements of the Act.

5. Independent Contractor.

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

6. Indemnification.

The Contractor shall defend, indemnify, and hold the City, its officers, officials, employees, agents, and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including reasonable attorneys' fees and costs of litigation, arising out of or resulting from the negligent acts, errors, or omissions or willful misconduct of the Contractor, its agents, employees, or subcontractors in performance of this Agreement; provided, however, that (a) the Contractor's indemnification obligations under this Section shall not extend to claims, injuries, damages, losses, or suits caused by or arising from the negligence or willful misconduct of the City, its officers, officials, employees, agents, or volunteers, to the extent of such negligence or willful misconduct; and (b) in no event shall the Contractor be liable under this Section for any indirect, incidental, consequential, punitive, or speculative damages of any kind.

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

It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification and only with respect to claims brought by third parties against the City; provided, however, that nothing herein shall be construed as a waiver of the Contractor's immunity under Title 51 RCW with respect to claims brought directly by the Contractor's own employees. This waiver has been mutually negotiated by the Parties.

The provisions of this section shall survive the expiration or termination of this Agreement for the duration of the applicable statute of limitations.

7. Insurance.

The Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Contractor's oversight, management, and administration of the Services hereunder, including the acts or omissions of

the Contractor, its agents, representatives, and employees. The City and the Contractor acknowledge that the Contractor will not itself perform physical construction work under this Agreement and that such work will be performed by subcontractors engaged by the Contractor. Accordingly, the Contractor shall require all subcontractors performing physical construction or other on-site work in connection with the Services to procure and maintain insurance meeting the requirements set forth in this Section 7, unless otherwise approved in writing by the City. To the extent a particular insurance requirement set forth in this Section 7 is designated as applicable to subcontractors, the Contractor shall not be required to carry such coverage itself, provided that the Contractor ensures its subcontractors maintain such coverage in full force and effect.

A. *Minimum Scope of Insurance.* The Contractor shall obtain insurance of the types described below. Certain coverages identified herein as applicable to subcontractors shall be required only of subcontractors performing physical construction or on-site work in connection with the Services, and the Contractor shall not be required to maintain such coverages itself:

- i. Commercial Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. To the extent any subcontractor of the Contractor transports “pollutants” in connection with the Services, such subcontractor shall attach an MCS 90 endorsement and a CA 9948 endorsement to its policy; the Contractor shall not be required to carry such endorsements on its own policy unless the Contractor itself transports pollutants. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
- ii. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The City shall be named as an additional insured under the Contractor’s Commercial General Liability insurance policy with respect to the Services performed for the City. The following additional requirements shall apply to subcontractors performing physical construction or on-site work in connection with the Services, and shall not be required of the Contractor’s own policy: (a) the Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an endorsement providing at least as broad coverage; (b) there shall be no exclusion for liability arising from explosion, collapse, or underground property damage; and (c) the City shall be named as an additional insured under such subcontractor’s Commercial General Liability insurance policy using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage. The Contractor shall require each of its subcontractors performing such work to comply with the foregoing requirements.
- iii. Workers’ Compensation and Employer’s Liability insurance shall be provided on a state-approved policy form providing benefits as required by law.
- iv. Professional Liability insurance appropriate to the profession of each subcontractor performing work in connection with the Services, as applicable. This requirement shall apply only to subcontractors and shall not be required of the Contractor.

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

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

- ii. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 per occurrence, for all covered losses, \$2,000,000 general aggregate, \$1,000,000 products and completed operations aggregate, and \$1,000,000 personal and advertising injury, each offense.
 - iii. Professional Liability insurance carried by subcontractors, if applicable, shall be written with limits no less than \$1,000,000 per claim and \$2,000,000 policy aggregate limit.
 - iv. Employer's Liability insurance shall be written with limits no less than \$1,000,000 per accident or disease.
 - v. Excess or Umbrella Liability insurance shall be written with limits no less than \$2,000,000 for the Contractor and \$5,000,000 for each subcontractor performing physical construction or on-site work in connection with the Services. This Excess or Umbrella Liability coverage shall apply, at a minimum, to both the Commercial General and Automobile Insurance policy coverages. If used to meet limit requirements, coverage must be at least as broad as specified for the underlying coverages, and must cover those in the underlying policies. This requirement may alternatively be satisfied through the Contractor's or subcontractor's, as applicable, primary Commercial General and Automobile Liability coverage, or any combination thereof. Each subcontractor's policy must be endorsed to include the City and its officials, employees, volunteers, and agents as additional insureds and coverage shall be "pay on behalf" with defense costs payable in addition to policy limits. There shall be no cross liability exclusions precluding coverage for claims or suits by one insured against the other.
- C. *Other Insurance Provision.* The Contractor's and its subcontractors' Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's and subcontractors' insurance and shall not contribute with it.
- D. *Acceptability of Insurers.* Insurance is to be placed with insurers with a current A.M. Best rating of not less than A-VII.
- E. *Verification of Coverage.* The Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements evidencing the Contractor's own insurance coverage before commencement of the Services. The Contractor shall not be required to furnish certificates or endorsements for insurance coverages designated herein as applicable only to subcontractors. The Contractor shall furnish the City with certificates of insurance and endorsements for each subcontractor performing physical construction or on-site work in connection with the Services before such subcontractor commences work, including evidence of the additional insured endorsements and any other construction-specific coverages required of such subcontractor under this Section 7. Upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this Agreement.
- F. *Notice of Cancellation.* The Contractor shall provide the City with written notice of any policy cancellation, within two (2) business days of their receipt of such notice.
- G. *Failure to Maintain Insurance.* Failure on the part of the Contractor to maintain the insurance as required, or to ensure that its subcontractors maintain the insurance required under this Section, shall

constitute a material breach of contract, upon which the City may, after giving ten (10) business days' notice to the Contractor to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

- H. *No Limitation.* The Contractor's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- I. *City Full Availability of Contractor Limits.* If the Contractor maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Contractor.
- J. *Subcontractor Insurance.* The Contractor shall contractually require each subcontractor performing physical construction or on-site work in connection with the Services to procure and maintain insurance of the types and in the minimum amounts required under this Section 7, including those coverages designated herein as applicable to subcontractors. The Contractor shall use commercially reasonable efforts to ensure that all subcontractor insurance policies comply with the requirements of this Section, including the additional insured endorsements naming the City. The Contractor's obligation to ensure subcontractor compliance with this Section shall not relieve the Contractor of its own insurance obligations hereunder or its indemnification obligations under this Agreement; provided, however, that the Contractor shall not be required to carry insurance coverages that are designated in this Section 7 as applicable only to subcontractors, so long as the Contractor's subcontractors maintain such coverages in accordance with this Section.

8. Record Keeping and Reporting.

- A. The Contractor shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and Services performed pursuant to this Agreement. The Contractor shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.
- B. The foregoing records shall be maintained for a period of seven (7) years after termination of this Agreement unless permission to destroy them is granted by the Office of the State Archivist in accordance with Chapter 40.14 RCW and by the City.

9. City's Right of Inspection and Audit.

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

- B. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review, or audit by the City during the performance of this Agreement.

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

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

11. Work Performed at the Contractor's Risk.

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

12. Termination.

- A. This Agreement may be terminated at any time upon the mutual written agreement of the Parties.
- B. This Agreement may be canceled immediately if the Contractor's or one of its subcontractor's insurance coverage is canceled for any reason, or if the Contractor is unable to perform the Services called for by this Agreement.
- C. If the Contractor defaults by failing to perform any of its obligations under this Agreement, or becomes insolvent, is declared bankrupt, or commits any act of bankruptcy or insolvency, or makes an assignment for the benefit of creditors, the City may, by written notice to the Contractor, terminate this Agreement, and at the City's option, obtain performance of the work elsewhere. If this Agreement is terminated under this Section, the Contractor shall not be entitled to receive any further payments under this Agreement until all of its obligations hereunder have been fully performed, and any extra cost or damage to the City shall be deducted from any money due or coming due to the Contractor. Further, in the event of termination under this Section, the Contractor shall bear the costs of any extra expenses incurred by the City in completing the work, and all damages sustained, or which may be sustained, by the City; provided, however, that the Contractor shall be entitled to compensation for all Services satisfactorily performed and costs properly incurred prior to the effective date of such termination, less any damages, costs, or extra expenses owed to the City under this Section.
- D. Termination of this Agreement by any means provided herein shall not excuse any Party's performance of its obligations hereunder through the effective date of termination, except that the City shall not be obligated to pay for services that have not been performed or deliverables that have not been provided.
- E. If the termination results from acts or omissions of the Contractor, including but not limited to misappropriation of funds provided hereunder, nonperformance of required services, and/or fiscal mismanagement, the Contractor shall return to the City immediately any funds, misappropriated or

unexpended, which have been paid to the Contractor by the City, together with applicable interest calculated at twelve percent (12%) per annum.

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

13. Force Majeure.

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

14. Discrimination Prohibited.

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

15. RESERVED.

16. Conflict of Interest.

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

17. Confidentiality.

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

18. Non-Appropriation of Funds.

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

19. Entire Agreement.

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

20. Waiver.

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

21. Notices.

All notices or other communications required or permitted under this Agreement shall be in writing and shall be (a) personally delivered, in which case the notice or communication shall be deemed given on the date of receipt at the office of the addressee; (b) sent by registered or certified mail, postage prepaid, return receipt requested, in which case the notice or communication shall be deemed given three (3) business days after the date of deposit in the United States mail; (c) sent by overnight delivery using a nationally recognized overnight courier service, in which case the notice or communication shall be deemed given one business day after the date of deposit with such courier; or (d) sent via email, in which case the notice or communication shall be deemed given on the date of transmission if sent before 5:00 p.m. and otherwise deemed given the next business day. Notices shall be sent to the following addresses:

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

City of Cle Elum
Attn: **Rob Omans**
119 W 1st Street
Cle Elum, Washington 98922
Email: **romans@cleelum.gov**
Phone: 509-674-2262

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

Washington State Horse Park Authority
Attn: **Wendy Hensley**
PO Box 278
Cle Elum, Washington 98922
Email: **director@wahorsepark.org**
Phone: (877) 635-4111

With a copy to:

Hillis Clark Martin & Peterson P.S.
Attn: **Steve Roos**

999 Third Avenue, Suite 4600
Seattle, Washington 98104
Email: steve.roos@hcmp.com

22. Prevailing Wages.

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

23. Applicable Law; Venue; Attorneys’ Fees; Dispute Resolution

- A. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to that state’s conflicts of laws provisions. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the Parties specifically understand and agree that venue shall lie exclusively in Kittitas County, Washington. Subject to the dispute resolution process set forth below, the substantially prevailing party in any such action shall be entitled to its attorneys’ fees and costs of suit, which shall be fixed by the judge hearing the case and such fee shall be included in the judgment.
- B. If a Party alleges a material breach of this Agreement, then the following process shall be followed.
 - i. The Party alleging a material breach of this Agreement will deliver notice to the allegedly breaching Party. Such notice will specify the alleged breach of the Agreement.
 - ii. Upon receipt of a notice of alleged material breach delivered in accordance with this Agreement, the allegedly breaching Party shall have thirty (30) days to cure such alleged breach, or, if the breach is not reasonably capable of being cured within thirty (30) days, to commence cure within such thirty (30) day period and thereafter diligently pursue cure to completion, provided that such cure shall be completed no later than ninety (90) days after receipt of the notice of alleged material breach. No Party may commence litigation, or exercise any other remedy under this Agreement, unless and until the applicable cure period has expired without cure.
 - iii. If, after the cure period as provided herein, the alleged material breach has not been cured or the Parties have not otherwise settled the dispute, then a Party may commence litigation. The Parties shall be entitled to specific performance of this Agreement and injunctive relief or other equitable relief as appropriate.

24. Compliance with Laws.

The Contractor agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to the Contractor’s business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of those operations. Nothing in this Agreement will be construed to limit the City’s rights to enforce permitting and land use requirements, and Section 23(B) expressly does not apply to anything related to permitting, land use requirements, or work done without proper City approval.

25. Counterparts.

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

26. Severability.

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

[signature page follows]

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

Contractor

Signature: _____
Name: Wendy Hensley
Title: _____
Date: _____

City of Cle Elum

Signature: _____
Name: Matthew Lundh
Title: Mayor
Date: _____

APPROVED AS TO FORM

Cle Elum City Attorney's Office

EXHIBIT A

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

Reimbursement for Services shall include all project management, estimating, architecture, engineering, surveying, legal fees, accounting services, City review fees, permitting fees, consulting fees, Washington State Sales Tax, labor, materials, subcontractor-furnished work, equipment, supervision, and any and all other costs necessary to complete the following projects:

1. Arena Expansion
2. Security Fencing
3. Additional RV sites
4. Permanent barn pads for stalls
5. New parking spaces
6. Portable bleachers

CHECK REGISTER

City Of Cle Elum

Time: 13:51:36 Date: 06/03/2026

05/27/2026 To: 06/09/2026

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2444	06/09/2026	Claims	1	48591	Timesaver PC	10.84	Public works canned air
		001 Current Expense/General Fund				10.84	
						<u>10.84</u>	Claims: 10.84

CITY OF CLE ELUM
Staff Agenda Bill

AGENDA DATE: June 9, 2026

ITEM TITLE: Resolution 2026-021 ratifying purchases from Inland Networks

SUMMARY: Washington State law allows cities with a population of less than 5,000, like the City of Cle Elum, to conduct business with its municipal officers up to \$36,000 per year, so long as the municipal officer the city does business with does not authorize, approve, or ratify the purchases or services.

In 2024 and 2025, the City made purchases from Inland Networks, which is owned by Jerred Weis, who was a municipal officer of the City in 2024 and 2025. While on City Council, Jerred Weis voted to approve the vouchers for those purchases as a Councilmember.

Attached as Exhibit A to this agenda bill is a resolution that ratifies all purchases the City made from Inland Networks in 2024 and 2025. During this time, the City did not purchase goods or services from Inland Networks in excess of \$36,000 in a calendar year. I recommend the Council vote to pass the resolution.

ACTION REQUESTED: Pass a resolution 2026-021 ratifying all City purchases the City made from Inland Networks in 2024 and 2025.

CITY OF CLE ELUM

RESOLUTION NO. 2026-021

A RESOLUTION OF THE CITY OF CLE ELUM, WASHINGTON,
RATIFYING PURCHASES THE CITY MADE FROM INLAND
NETWORKS IN 2024 AND 2025.

WHEREAS, Washington State law allows a city with a population of less than 5,000, like the City of Cle Elum (City), to conduct business with its municipal officers up to \$36,000 per calendar year, so long as the municipal officer the city does business with does not authorize, approve, or ratify the purchase of the goods or services; and

WHEREAS, Jerred Weis was a municipal officer of the City in 2024 and 2025; and

WHEREAS, Jerred Weis is the owner of Inland Networks; and

WHEREAS, while Jerred Weis was a member of the City Council, the City purchased goods and services from Inland Networks; and

WHEREAS, while Jerred Weis was a Councilmember he voted to approve the vouchers for goods and services the City purchased from Inland Networks; and

WHEREAS, the City received the benefit of the goods and services it purchased from Inland Networks; and

WHEREAS, attached as Exhibit 1 to this resolution is a list of all goods and services the City purchased from Inland Networks in 2024 and 2025; and

WHEREAS, the City did not purchase goods or services from Inland Networks in excess of \$36,000 in either 2024 or 2025; and

WHEREAS, it is in the interest of the City to ratify all purchases of goods and services the City made from Inland Networks in 2024 and 2025.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CLE ELUM, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. Findings. The City Council adopts and incorporates the recitals above as findings in support of this resolution.

Section 2. Ratification. The City Council hereby ratifies all purchases of goods and services the City made from Inland Networks in 2024 and 2025.

Section 3. Severability. If any section, subsection, sentence, clause, phrase, or word of this Resolution should be held to be invalid or unconstitutional or inapplicable by a court of competent jurisdiction, such invalidity or unconstitutionality or inapplicability thereof shall

not affect the validity or constitutionality or applicability of any other section, subsection, sentence, clause, phrase, or word of this Resolution.

Section 4. Corrections. Upon the approval of the city attorney, the city clerk is authorized to make any necessary technical corrections to this Resolution, including but not limited to the correction of scrivener's/clerical errors, references, Resolution numbering, section/subsection numbers, and any reference thereto.

Section 5. Effective Date. This Resolution shall be effective upon passage as provided by law.

ADOPTED BY THE CITY COUNCIL, the _____ day of _____, 2026.

CITY OF CLE ELUM

Mayor

ATTEST/AUTHENTICATED:

City Clerk

EXHIBIT 1

TRANSACTION JOURNAL

City Of Cle Elum

Time: 11:31:27 Date: 06/04/2026
Page: 1

01/01/2024 To: 12/31/2025

Trans	Date	Redeemed	Acct #	Chk #	Type	Receipt # InterFund #	Vendor	Amount	Memo
63	01/02/2024	01/31/2024	1	EFT	Claims		Inland Networks	25.00	Alarm monitoring library
	572 50 48 002	Cleaning Service		001	Current Expense/General Fund			25.00	Alarm monitoring library
73	01/03/2024	01/31/2024	1	EFT	Claims		Inland Networks	25.00	Police Dept alarm monitoring
	521 50 42 003	Security Alarm		001	Current Expense/General Fund			25.00	Police Dept alarm monitoring
558	02/06/2024	02/29/2024	1	EFT	Claims		Inland Networks	25.00	Library alarm monitoring
	572 50 41 003	Professional Services --		001	Current Expense/General Fund			25.00	Library alarm monitoring
649	02/14/2024	02/29/2024	1	EFT	Claims		Inland Networks	25.00	Police Dept alarm monitoring
	521 50 42 003	Security Alarm		001	Current Expense/General Fund			25.00	Police Dept alarm monitoring
1022	03/04/2024	03/31/2024	1	EFT	Claims		Inland Networks	25.00	Library alarm
	572 50 41 003	Professional Services --		001	Current Expense/General Fund			25.00	Library alarm
1031	03/04/2024	03/31/2024	1	EFT	Claims		Inland Networks	25.00	Police Department - Alarm monitoring
	521 50 42 003	Security Alarm		001	Current Expense/General Fund			25.00	Police Department - Alarm monitoring
1470	04/01/2024	04/30/2024	1	EFT	Claims		Inland Networks	25.00	Library alarm system
	572 50 41 003	Professional Services --		001	Current Expense/General Fund			25.00	Library alarm system
1489	04/01/2024	04/30/2024	1	EFT	Claims		Inland Networks	25.00	Police Dept alarm monitoring
	521 50 42 003	Security Alarm		001	Current Expense/General Fund			25.00	Police Dept alarm monitoring
2122	05/07/2024	05/31/2024	1	EFT	Claims		Inland Networks	25.00	Alarm Monitoring Library
	572 50 41 003	Professional Services --		001	Current Expense/General Fund			25.00	Alarm Monitoring Library
2137	05/08/2024	05/31/2024	1	EFT	Claims		Inland Networks	25.00	Police dept alarm monitoring
	521 50 42 003	Security Alarm		001	Current Expense/General Fund			25.00	Police dept alarm monitoring
2678	06/12/2024	06/30/2024	1	EFT	Claims		Inland Networks	25.00	Police dept alarm monitoring
	521 50 42 003	Security Alarm		001	Current Expense/General Fund			25.00	Police dept alarm monitoring
2685	06/12/2024	06/30/2024	1	EFT	Claims		Inland Networks	25.00	Library alarm monitoring
	572 50 41 003	Professional Services --		001	Current Expense/General Fund			25.00	Library alarm monitoring
3103	07/10/2024	07/31/2024	1	EFT	Claims		Inland Networks	25.00	Library alarm monitoring
	572 50 41 003	Professional Services --		001	Current Expense/General Fund			25.00	Library alarm monitoring
3121	07/10/2024	07/31/2024	1	EFT	Claims		Inland Networks	25.00	Police Dept alarm monitoring
	521 50 42 003	Security Alarm		001	Current Expense/General Fund			25.00	Police Dept alarm monitoring
3576	08/06/2024	08/31/2024	1	EFT	Claims		Inland Networks	25.00	Library alarm monitoring
	572 50 41 003	Professional Services --		001	Current Expense/General Fund			25.00	Library alarm monitoring
3642	08/14/2024	08/31/2024	1	EFT	Claims		Inland Networks	25.00	Police Dept alarm monitoring

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Trans	Date	Redeemed	Acct #	Chk #	Type	Receipt # InterFund #	Vendor	Amount	Memo
		521 50 42 003	Security Alarm	001	Current Expense/General Fund			25.00	Police Dept alarm monitoring
4025	09/03/202409/30/2024	1	EFT Claims		Inland Networks			25.00	Library alarm monitoring
		572 50 41 003	Professional Services --	001	Current Expense/General Fund			25.00	Library alarm monitoring
4055	09/04/202409/30/2024	1	EFT Claims		Inland Networks			25.00	Police Dept alarm monitoring
		521 50 42 003	Security Alarm	001	Current Expense/General Fund			25.00	Police Dept alarm monitoring
4568	10/09/202410/31/2024	1	EFT Claims		Inland Networks			25.00	Library alarm monitoring
		572 50 41 003	Professional Services --	001	Current Expense/General Fund			25.00	Library alarm monitoring
4613	10/10/202410/31/2024	1	EFT Claims		Inland Networks			25.00	Police Dept alarm monitoring
		521 50 42 003	Security Alarm	001	Current Expense/General Fund			25.00	Police Dept alarm monitoring
5014	11/04/202411/30/2024	1	EFT Claims		Inland Networks			25.00	Library alarm monitoring
		572 50 41 003	Professional Services --	001	Current Expense/General Fund			25.00	Library alarm monitoring
5024	11/05/202411/30/2024	1	EFT Claims		Inland Networks			25.00	Police Dept alarm monitoring
		521 50 42 003	Security Alarm	001	Current Expense/General Fund			25.00	Police Dept alarm monitoring
5405	12/02/202412/31/2024	1	EFT Claims		Inland Networks			25.00	Library alarm monitoring
		572 50 41 003	Professional Services --	001	Current Expense/General Fund			25.00	Library alarm monitoring
5490	12/03/202412/31/2024	1	EFT Claims		Inland Networks			25.00	Police Dept alarm monitoring
		521 50 42 003	Security Alarm	001	Current Expense/General Fund			25.00	Police Dept alarm monitoring
5957	12/31/202401/31/2025	1	EFT Claims		Inland Networks			25.00	Library alarm monitoring
		572 50 41 003	Professional Services --	001	Current Expense/General Fund			25.00	Library alarm monitoring
105	01/08/202501/31/2025	1	EFT Claims		Inland Networks			25.00	Police Dept alarm monitoring
		521 50 42 003	Security Alarm	001	Current Expense/General Fund			25.00	Police Dept alarm monitoring
487	02/03/202502/28/2025	1	EFT Claims		Inland Networks			25.00	Library alarm monitoring
		572 50 41 003	Professional Services --	001	Current Expense/General Fund			25.00	Library alarm monitoring
511	02/04/202502/28/2025	1	EFT Claims		Inland Networks			25.00	Police Dept alarm monitoring
		521 50 42 003	Security Alarm	001	Current Expense/General Fund			25.00	Police Dept alarm monitoring
1039	03/12/202503/31/2025	1	EFT Claims		Inland Networks			25.00	Library Alarm Monitoring
		572 50 41 003	Professional Services --	001	Current Expense/General Fund			25.00	Library Alarm Monitoring
1042	03/12/202503/31/2025	1	EFT Claims		Inland Networks			25.00	Police Dept alarm monitoring
		521 50 42 003	Security Alarm	001	Current Expense/General Fund			25.00	Police Dept alarm monitoring
1336	04/01/202504/30/2025	1	EFT Claims		Inland Networks			25.00	Library alarm monitoring
		572 50 41 003	Professional Services --	001	Current Expense/General Fund			25.00	Library alarm monitoring

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Trans	Date	Redeemed	Acct #	Chk #	Type	Receipt #		Amount	Memo
						InterFund #	Vendor		
1348	04/01/2025	04/30/2025	1	EFT	Claims		Inland Networks	25.00	Police Dept alarm monitoring
	521 50 42 003	Security Alarm		001	Current Expense/General Fund			25.00	Police Dept alarm monitoring
1938	05/05/2025	05/31/2025	1	EFT	Claims		Inland Networks	25.00	Police Dept alarm monitoring
	521 50 42 003	Security Alarm		001	Current Expense/General Fund			25.00	Police Dept alarm monitoring
1946	05/06/2025	05/31/2025	1	EFT	Claims		Inland Networks	25.00	Library alarm monitoring
	572 50 41 003	Professional Services --		001	Current Expense/General Fund			25.00	Library alarm monitoring
2353	06/02/2025	06/30/2025	1	EFT	Claims		Inland Networks	25.00	Police Dept Alarm Monitoring
	521 50 42 003	Security Alarm		001	Current Expense/General Fund			25.00	Police Dept Alarm Monitoring
2407	06/02/2025	06/30/2025	1	EFT	Claims		Inland Networks	25.00	Library Security Alarm
	572 50 41 003	Professional Services --		001	Current Expense/General Fund			25.00	Library Security Alarm
2815	06/30/2025	07/31/2025	1	EFT	Claims		Inland Networks	25.00	Library alarm monitoring
	572 50 41 003	Professional Services --		001	Current Expense/General Fund			25.00	Library alarm monitoring
2830	07/01/2025	07/31/2025	1	EFT	Claims		Inland Networks	25.00	Police Dept alarm monitoring
	521 50 42 003	Security Alarm		001	Current Expense/General Fund			25.00	Police Dept alarm monitoring
3430	08/04/2025	08/31/2025	1	EFT	Claims		Inland Networks	30.00	Police Dept alarm monitoring
	521 50 42 003	Security Alarm		001	Current Expense/General Fund			30.00	Police Dept alarm monitoring
3435	08/04/2025	08/31/2025	1	EFT	Claims		Inland Networks	30.00	Library alarm monitoring
	572 50 41 003	Professional Services --		001	Current Expense/General Fund			30.00	Library alarm monitoring
3922	09/02/2025	09/30/2025	1	EFT	Claims		Inland Networks	30.00	Library alarm monitoring
	572 50 41 003	Professional Services --		001	Current Expense/General Fund			30.00	Library alarm monitoring
3995	09/10/2025	09/30/2025	1	EFT	Claims		Inland Networks	30.00	Police Dept alarm monitoring
	521 50 42 003	Security Alarm		001	Current Expense/General Fund			30.00	Police Dept alarm monitoring
4413	10/04/2025	10/31/2025	1	EFT	Claims		Inland Networks	30.00	Police Dept alarm monitoring
	521 50 42 003	Security Alarm		001	Current Expense/General Fund			30.00	Police Dept alarm monitoring
4414	10/04/2025	10/31/2025	1	EFT	Claims		Inland Networks	30.00	Library alarm monitoring
	572 50 41 003	Professional Services --		001	Current Expense/General Fund			30.00	Library alarm monitoring
4848	11/03/2025	11/30/2025	1	EFT	Claims		Inland Networks	30.00	Library alarm monitoring
	572 50 41 003	Professional Services --		001	Current Expense/General Fund			30.00	Library alarm monitoring
4998	11/11/2025	11/30/2025	1	EFT	Claims		Inland Networks	30.00	Police Dept alarm monitoring
	521 50 42 003	Security Alarm		001	Current Expense/General Fund			30.00	Police Dept alarm monitoring
5230	11/26/2025	12/31/2025	1	EFT	Claims		Inland Networks	98.27	Public works internet/Fiber

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Trans	Date	Redeemed	Acct #	Chk #	Type	Receipt # InterFund #	Vendor	Amount	Memo
	542	40 42 001	Telephones/Internet	101	Street Fund			98.27	Public works internet/Fiber
5270	12/01/2025	12/31/2025	1	EFT	Claims		Inland Networks	30.00	Library Alarm Monitoring
	572	50 41 003	Professional Services --	001	Current Expense/General Fund			30.00	Library Alarm Monitoring
5290	12/02/2025	12/31/2025	1	EFT	Claims		Inland Networks	30.00	Police Dept alarm monitoring
	521	50 42 003	Security Alarm	001	Current Expense/General Fund			30.00	Police Dept alarm monitoring
5775	12/30/2025	01/31/2026	1	EFT	Claims		Inland Networks	30.00	Library Alarm Monitoring
	572	50 41 003	Professional Services --	001	Current Expense/General Fund			30.00	Library Alarm Monitoring
5776	12/30/2025	01/31/2026	1	EFT	Claims		Inland Networks	30.00	Police Dept alarm monitoring
	521	50 42 003	Security Alarm	001	Current Expense/General Fund			30.00	Police Dept alarm monitoring
	Records Printed:	51						0.00	Adjustments:
								0.00	Beginning Balance:
								0.00	Revenues:
								1,408.27	Warrant Expenditures:
								0.00	Non Warrant Expenditures:
								0.00	Interfund Transfers:
								0.00	Redemptions:
								0.00	Deposits:
								0.00	Withdrawals:
								0.00	Stop Payments:

Fund	Adjustments	Beg Bal	Revenues	War Exp	N War Exp	IT In	IT Out	Stop Pmts
001 Current Expense/General Fund	0.00	0.00	0.00	1,310.00	0.00	0.00	0.00	0.00
101 Street Fund	0.00	0.00	0.00	98.27	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	1,408.27	0.00	0.00	0.00	0.00



CITY OF CLE ELUM
Office of the Mayor

**AGENDA STAFF
REPORT**

AGENDA DATE: June 9, 2026

ACTION REQUESTED: Adopt Resolution 2026-022, petitioning the Public Disclosure Commission (PDC) to order disclosure in the City of Cle Elum.

BACKGROUND: RCW 29B.20.070 exempts municipalities under 2,000 registered voters from annual Statement of Personal Financial Affairs (F-1) filings by elected officials and candidates for office from having to file the same, along with other campaign-related filings. The F-1 form is essential for disclosing financial connections that could present a potential conflict of interest. By requesting that the PDC remove the exemption, we will ensure that the public has more information about those who run for and are elected to public office, which will increase transparency and promote good governance. It will also help staff be aware of potential conflicts for elected officials.

A special thank you to Councilmembers Harper and Cook for helping prioritize this item.

RECOMMENDATION: Adopt Resolution 2026-022, petitioning the Public Disclosure Commission (PDC) to order disclosure in the City of Cle Elum.

ATTACHMENTS: Resolution 2026-022

LEAD STAFF: Matthew Lundh

CITY OF CLE ELUM

RESOLUTION NO. 2026-022

A RESOLUTION OF THE CITY OF CLE ELUM, WASHINGTON,
PETITIONING THE PUBLIC DISCLOSURE COMMISSION ORDER
DISCLOSURE IN THE CITY OF CLE ELUM.

WHEREAS, Pursuant to RCW 29B.20.070(1)(a), the reporting provisions of Title 29B RCW do not apply to candidates, elected officials, and agencies in political subdivisions with fewer than 2,000 registered voters as of the date of the most recent general election in the jurisdiction; and

WHEREAS, The City of Cle Elum has fewer than 2,000 registered voters as of the date of the most recent general election in the City of Cle Elum; and

WHEREAS, Pursuant to RCW 29B.20.070(3), an exempt political subdivision, such as the City of Cle Elum, may petition the Public Disclosure Commission to make the reporting provisions of Title 29B RCW applicable to its elected officials and candidates for office; and

WHEREAS, the City Council of the City of Cle Elum believes it is in the City's and the public's best interest for the reporting requirements of Title 29B RCW to be applicable to City of Cle Elum elected officials and candidates for office; and

WHEREAS, having the reporting requirements of Title 29B RCW applicable to City of Cle Elum elected officials and candidates for office will ensure the people have more information about the people that run for and are elected to public office, which will increase transparency and promote good governance.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CLE ELUM, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. Findings. The City Council of the City of Cle Elum adopts and incorporates the recitals above as findings in support of this resolution.

Section 2. Petition. We, the City Council of the City of Cle Elum request that the Public Disclosure Commission order disclosure in the City of Cle Elum. This request is made pursuant to RCW 29B.20.070 and WAC 390-05-305.

Section 3. Administrative Action. The City Council requests that the City Administration submit this Resolution to the Public Disclosure Commission along with all other information as set forth in WAC 390-05-305 and take all action necessary for the Public Disclosure Commission to order disclosure in the City of Cle Elum.

Section 4. Corrections. Upon the approval of the city attorney, the city clerk is authorized to make any necessary technical corrections to this Resolution, including but not limited to

the correction of scrivener's/clerical errors, references, Resolution numbering, section/subsection numbers, and any reference thereto.

Section 5. Effective Date. This Resolution shall be effective upon passage as provided by law.

ADOPTED BY THE CITY COUNCIL, the _____ day of _____, 2026.

CITY OF CLE ELUM

Mayor

ATTEST/AUTHENTICATED:

City Clerk