

CITY ADMINISTRATOR
ROBERT OMANS

ASSISTANT CITY
ADMINISTRATOR
ERICA KRUM

CITY CLERK

FINANCE DIRECTOR
ROBIN NEWCOMB

PUBLIC WORKS DIRECTOR
MATHEW BAILEY

POLICE CHIEF
RICH ALBO

FIRE CHIEF
ED MILLS

PLANNING DIRECTOR
SHANNON JOHNSON

Public Works & Community Development Committee

Agenda
July 7, 2026
1:00 PM



119 W FIRST STREET
CLE ELUM, WA 98922

MAYOR
MATTHEW LUNDH

DEPUTY MAYOR
CASSIDY BUECHLE - CURTIS

PUBLIC WORKS &
COMMUNITY
DEVELOPMENT
COMMITTEE
STEVEN COOK - CHAIR
KEN RATLIFF
SARAH HUBBARD

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

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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 and Pledge of Allegiance**
2. **Unfinished Business**
 - a. Stormwater Code Draft — Mathew Bailey — Public Works Director
3. **New Business**
 - a. Cle Elum Public Works & Community Development Committee — Meeting Minutes — May 5, 2026
 - b. Wastewater Agreement Between Cle Elum and South Cle Elum — Mathew Bailey — Public Works Director
 - c. Amendment to Cle Elum Municipal Code Section 13.08.100 — Mathew Bailey — Public Works Director
 - d. Waterline Pavement Repair SR903 — Mathew Bailey — Public Works Director
4. **Other Committee Comments**
5. **Adjournment**

Upcoming Meetings:

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

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

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

Regular Council Meeting — July 14, 2026, at 6:00 p.m.

Public Works & Community Development Committee Agenda July 7, 2026

119 W FIRST STREET
CLE ELUM, WA 98922

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

Historic Preservation Commission Meeting — July 21, 2026, at 3:00 p.m.

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

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

Draft Code – New Chapter (Title 13 Utilities)

Chapter 13.26 – Stormwater Utility

Sections:

13.26.010	Purpose and intent
13.26.020	Definitions
13.26.030	Stormwater utility established
13.26.040	Powers and duties
13.26.050	Funding of stormwater utility
13.26.060	Stormwater utility fee established
13.26.070	Equivalent residential unit
13.26.080	Property classification for stormwater utility fees
13.26.090	Base rate, Residential rate and Nonresidential rate calculation
13.26.100	Adjustments to stormwater utility fees
13.26.110	Use of funds
13.26.120	System connection and use
13.26.130	Authority to adopt standards
13.26.140	Collection of charges
13.26.150	Lien enforcement
13.26.160	Service of notices
13.26.170	Penalty of violation
13.26.180	Late payment penalties
13.26.190	Appeals
13.26.200	Severability.

13.26.010 Purpose and intent

The council finds this chapter is necessary in order to promote public health, safety and welfare by providing for the comprehensive management of surface and stormwaters and erosion control.

This chapter is adopted pursuant to the authority granted to cities under the laws of the State of Washington, including but not limited to Chapter 35.67 RCW and other applicable statutes, for the purpose of establishing a stormwater drainage utility.

This chapter is intended to:

- A. Administer the acquisition, design, construction, maintenance and operation of the public stormwater and surface water system, including stormwater capital improvements designated in the capital improvement program;
- B. Administer and enforce this chapter and all regulations and procedures adopted thereto relating to the design, construction, maintenance, operation and alteration of the stormwater and

surface water system, including, but not limited to, the quantity, quality and/or velocity of the stormwater conveyed thereby;

- C. Advise the city council and other city departments on matters relating to the utility;
- D. Prepare and periodically revise, as determined by state and federal law, comprehensive stormwater management and drainage plans for adoption by the city council;
- E. Develop standards and ordinances relating to stormwater drainage and treatment to apply to new development and redevelopment;
- F. Enforce regulations to protect and maintain water quality and quantity within the stormwater and surface water system in compliance with water quality standards established by state, regional and/or federal agencies as now adopted or hereafter amended;
- G. Annually analyze the cost of services and benefits provided to and burdens imposed by different classes of customers, and the system and structure of fees, charges, civil penalties and other revenues of the utility, and prepare budgets for adoption by the city council; and
- H. Perform all other activities allowable by law and required to ensure compliance with state and federal stormwater and surface water quality laws to protect public health, safety, and welfare; reduce flooding, and erosion;
- I. Implement the City's adopted Stormwater Plan and associated capital improvement program.

13.26.020 Definitions

For the purposes of this chapter, the following definitions apply:

"City" means the City of Cle Elum.

"Developed property" means real property that has been altered from its natural state by the creation or addition of impervious surface areas, such as buildings, structures, pavement or other improvements.

"Dwelling unit" means a single unit providing complete, independent living facilities for one family including permanent provisions for living, sleeping, eating, cooking, and sanitation.

"Engineer" means the duly appointed city engineer for the city or his or her designee.

"Equivalent Residential Unit (ERU)" means a standardized unit of measurement representing the approximate average of impervious surface area of a single-family residential parcel, used as the basis for calculating stormwater service charges. An ERU is the unit of impervious groundcover to be used by the utility in calculating service charges for each parcel of property.

"Fee or stormwater utility fee" means the charge established under this chapter for parcels or pieces of real property to fund the costs of stormwater management and of operating, maintaining, and improving the stormwater system in the city.

“Impervious surface” means any surface that prevents or significantly impedes the infiltration of stormwater into the ground.

“Impervious surface area” means the number of square feet of horizontal surface covered by buildings and other impervious surfaces.

“National Pollutant Discharge Elimination System or NPDES” refers to the federal permit system under the Clean Water Act for discharges of pollutants to surface waters of the United States. Congress amended the Clean Water Act in 1987 to regulate stormwater. Under the revisions, NPDES Phase II permits are required for municipal stormwater discharges to surface waters.

“Multiple-family dwelling unit” means a building or portion thereof, designed for, or occupied by three or more families living independently in separate dwelling units.

“Nonresidential parcel” means a parcel which has been developed for any purpose other than a single-family residence, duplex, condominium and includes, but is not limited to, commercial parcels, industrial parcels, parking lots, hospitals, schools, hotels, offices, churches, governmental parcels and multiple-family dwelling units.

“Residential parcel” means a parcel which has been developed as a single-family residence, a mobile home on a separate parcel, or an individual condo unit and other parcels where the primary use is single family residential.

“Stormwater system” means all publicly owned facilities used for the collection, conveyance, infiltration, treatment, and discharge of stormwater, including but not limited to pipes, ditches, swales, catch basins, manholes, drywells, detention and retention facilities, and outfalls.

“Stormwater utility” means the City utility established by this chapter to manage and fund stormwater system services.

13.26.030 Stormwater utility established

There is hereby established a stormwater utility for the City of Cle Elum.

The utility shall be operated as a public utility of the City and shall be under the general supervision of the City Council, with administration by the Public Works Director or designee.

13.26.040 Powers and duties

The stormwater utility is authorized to:

- A. Operate and maintain the stormwater system;
- B. Construct, reconstruct, improve, and extend stormwater facilities;

- C. Conduct inspections and investigations related to stormwater management;
- D. Enforce applicable stormwater regulations;
- E. Adopt policies, procedures, and technical standards consistent with City construction standards and the Stormwater Plan;
- F. Enter into agreements necessary to carry out the purposes of this chapter; and
- G. Establish and collect rates, fees, and charges as provided herein.

13.26.050 Funding of stormwater utility.

Funding for the stormwater utility services and facilities may include, but not be limited to, the following:

- A. Stormwater utility fees;
- B. Civil penalties and damage assessments imposed for or arising from the violation of this chapter;
- C. Stormwater permit and inspection fees;
- D. Revenue bonds and/or general obligation bonds; and
- E. Other funds or income obtained from federal, state, local or private grants and/or loans.

13.26.060 Stormwater utility fee established.

Except with respect to those parcels that are waived from paying fees as described in CMC 13.26.100(A)(3), the city shall charge and collect from the owner or tenant of each and every developed property in the city a stormwater utility fee, which shall be set in the manner and amount prescribed by this chapter. The purpose of this fee is to fund the stormwater utility.

Prior to establishing or amending utility fee, the city shall advertise its intent to do so by publishing notice in a newspaper of general circulation in the city. The publication date of such advertisement shall meet public notice requirements of local and state laws.

13.26.070 Equivalent residential unit.

- A. Establishment. The equivalent residential unit (ERU) is hereby established for purposes of calculating the stormwater user's fee. The ERU is the assumed approximate average square footage of impervious surface area on an average single-family residential parcel.
- B. Setting the ERU. The ERU shall be set by the city council from time to time by ordinance or resolution. The ERU is presently set as 2,500 square feet and was determined through the assumed approximate average square footage of impervious surface area on an average single-family residential parcel in Cle Elum.
- C. Source of ERU. The city council shall have the discretion to determine the impervious surface area of developed property through property tax assessor's rolls or site examination, mapping information, aerial photographs, and other reliable information.

13.26.080 Property classification for stormwater utility fees.

As authorized by chapters 35.67 and 35.92 RCW, the city council finds that variations in land use and impervious surface results in differences in the burdens imposed upon the stormwater system and the costs to serve such parcels. City parcels shall be differentiated from one another based upon the stormwater burdens imposed and the costs of city stormwater services.

- A. Customer classification. For purposes of determining the stormwater user's fees, owners of all developed parcels in the city are classified into one of the following general classes:

1. Residential.
2. Nonresidential.

To reflect the burdens imposed upon the city stormwater system, parcels with facilities deemed to be more industrial, commercial, or commercial residential in nature will have fees determined in the same manner as the nonresidential class regardless of the land use codes assigned by the county assessor or city and/or county zoning.

- B. Residential fee. Residential parcels shall pay a stormwater utility fee based on parcel size as established in the City's adopted stormwater rate schedule. Residential parcels of 10,000 square feet or less shall be assessed one ERU. Residential parcels exceeding 10,000 square feet shall be assessed in accordance with the residential rate classifications adopted by the City Council. In no event shall a developed residential parcel be assessed less than one ERU.
- C. Nonresidential fee. Nonresidential parcels, including multifamily residential, commercial, industrial, public assembly, and governmental parcels shall pay a stormwater fee equal to the base rate multiplied by the numerical factor obtained by dividing the estimated total impervious surface area (ISA) of the parcel by one ERU up to a maximum of 20,000 square feet of impervious surface area. The minimum stormwater fee for a developed Nonresidential parcel shall equal one ERU.
- D. Aerial maps. Nonresidential fees associated with the storm drainage and surface water management utility are based upon impervious area measurements taken from scaled aerial maps.

The owner of a parcel subject to this chapter, or other responsible party, who believes the stormwater utility fee is not correct based on an alleged error in billing resulting from incorrect specification of parcel data, including but not limited to total acreage, estimated impervious surface coverage and land use classification, may submit may appeal the correctness of the fee to the engineer consistent with CMC 13.26.190.

13.26.090 Base rate, Residential and Nonresidential rate calculation.

The base rate shall be calculated to provide adequate revenues to cover all costs allowable under applicable law that are incurred by the utility. The city council adopts the monthly base rate for 2026 to 2027 as \$10 per ERU as shown:

2026 Cle Elum Stormwater Utility Rates

Property Classification	Fee	Effective 8/1/2026 monthly rate
Residential: 10,000 square foot lots or smaller	1.0 x Base Rate	As calculated
Residential: 10,001 square foot lots to 20,000 square foot lots	1.5 x Base Rate	As calculated
Residential: 20,001 square foot lots or larger	2.0 x Base Rate	As calculated
Nonresidential: 20,000 square foot ISA or smaller	(ISA /2,500) x Base Rate	As calculated
Nonresidential: 21,000 square foot ISA to 50,000 square foot ISA	((ISA /2,500)x 0.9) x Base Rate	As calculated
Nonresidential: 50,001 square foot ISA or larger	((ISA /2,500)x 0.8) x Base Rate	As calculated

Notes:

Monthly base rate minimum is \$10.00 no matter usage.

In 2026 to 2027, the ongoing revenue requirements for the stormwater utility shall be reviewed and the annual base rates shall be adjusted or maintained as needed. The frequency of adjustments to base rates thereafter shall be as required to ensure fair and full funding of the program.

13.26.100 Adjustments to stormwater utility fees.

Waivers granted by the finance department will become effective the billing month or cycle following the approval of the waiver. Waivers are not retroactive to current or prior billings and are only in effect for the next billing cycle. Waivers may be in effect for multiple future billing cycles; provided, that ongoing qualifying criteria are met. The engineer will take such time as necessary to process requests for waivers in an orderly fashion, and provide adjustment information to the finance department.

- A. *Waiver of utility fees for certain property.* The engineer shall waive stormwater utility fees for a parcel falling within the following special categories of property upon a showing that the parcel meets the following applicable criteria for so long as the criteria are met:

1. Fees shall be waived for city streets and street rights-of-way provided the city road fund shall continue to contribute to the proper operation, maintenance, repair, improvement, and construction of the road drainage system, and shall reimburse the utility for services performed on their behalf.
2. Fees shall be waived for state of Washington highway rights-of-way, provided the state of Washington cooperates with the utility in the provision of services and maintains, constructs and improves all drainage facilities contained within such rights-of-way as required by the utility in conformance with all utility standards for maintenance, construction and improvement hereafter established by the utility and so far as such maintenance, construction and improvements shall be achieved at no cost to the utility or to the city.
3. Fees shall be waived for municipal, county, and state and federal parks, fishing areas, wildlife reserves, public trails and bike paths, except the Washington State Horse Park and the Cle Elum Memorial Park, so long as their owners cooperate with the utility in the provisions of educational services and water quality control efforts. Fees shall be waived to the degree that such property owners offset the costs of the utility to manage the burdens imposed by such parcels. Parks, trails and bike paths have minimal intensity of impervious development and provide opportunities for natural resource education and development of an appreciation for water quality.
4. Fees shall be waived for all vacant, unimproved parcels. The city council finds that such parcels have no improvements built on them, generate little to no traffic, utilize no chemicals, and are in a natural state, thereby imposing no burden upon the system and receiving no benefit from the utility's services and facilities. Information that a property categorized as vacant or undeveloped is being used otherwise may result in a loss of this waiver.

13.26.110 Use of funds

Revenue generated by the stormwater utility shall be used exclusively for stormwater-related purposes, including:

- A. Operation and maintenance of the stormwater system;
- B. Capital improvement projects identified in the Stormwater Plan;
- C. Repair and replacement of aging or deficient infrastructure;
- D. Planning, engineering, and administrative costs; and
- E. Compliance with state and federal regulations.

13.26.120 System connection and use

- A. No person shall connect to, discharge into, or otherwise use the City stormwater system except in compliance with this code and applicable City standards.

- B. The City may regulate, condition, or prohibit connections to the stormwater system to protect system capacity and water quality.
- C. Illicit discharges, as defined by applicable regulations and City standards, are prohibited.

13.26.130 Authority to adopt standards

The City may adopt, by reference or administrative action, technical manuals, policies, and design standards governing stormwater management, including but not limited to:

- A. City construction standards;
- B. The Stormwater Management Manual for Eastern Washington; and
- C. The City's adopted Stormwater Plan.

13.26.140 Collection of charges.

Stormwater Utility rates will be charged to customers monthly, and bills shall be payable upon receipt. Charges unpaid after thirty days shall incur an interest penalty at the highest rate then permitted by law. The city shall have a lien on delinquent and unpaid charges for stormwater, enforceable as provided by law. Whenever a city stormwater customer is over sixty days delinquent in payment of its stormwater bill, then the city shall undertake all acts necessary to disconnect water service to that customer. The sixty days provided for in this section shall be calculated from the date that the bill is due; provided, however, that at least ten calendar days prior to the date on which the city intends to disconnect service, the city shall forward to the customer a notice advising of the city's intent to disconnect service for nonpayment. The cost of sending said notice shall be ten dollars plus the cost of sending a United States Postal Service certified letter. The same notice shall also advise the customer of the right to contest the validity of the bill, as well as the date on which payment must be made to avoid disconnection of service. Any writing which is forwarded to the customer shall contain a copy of the delinquent bill.

13.26.150 Lien enforcement.

All of the service charges, together with the penalties and interest thereon as provided in this chapter, shall be a lien upon the property serviced, superior to all other liens or encumbrances thereon except those for general taxes and local and special assessments. The lien shall be enforced by the city in the manner provided by law. The city may, as an additional and concurrent method of enforcing such liens, cut off the water service from the premises to which the sewer service has been furnished; provided, this method of enforcement shall not be exercised after two years from the date of the recording of stormwater lien notice, as by law provided, except to enforce payment of six months' charges for which no lien notice is required by law to be recorded.

13.26.160 Service of notices.

Any person who has the care, custody, control or management of any premises or building or who has control of the renting thereof or the collection of rentals therefrom shall, for purpose of this chapter, be deemed to be the agent of the owner of the premises or building, and the giving of all notices provided for in this chapter to the agent is deemed due notice to the owner. All such notices shall be served personally upon the owner or his agent, or by deposit in the United States mail in a sealed envelope with first class postage prepaid and addressed to the owner or his agent at the address of his last known residence, and such service by mail shall be deemed the equivalent of personal service. Ten days' notice shall be given where notices are required under this chapter, unless a longer notice period is prescribed in this chapter; and the notice period shall commence at the time of personal service or at the time of deposit of the notice in the United States mail.

13.26.170 Penalty for violation.

Any person who is convicted of violating or failing to comply with any of the provisions of this chapter (except the nonpayment of rates and charges or other moneys due) shall be fined in any sum not to exceed one hundred fifty dollars or imprisoned for a period of not more than thirty days or both fined and imprisoned as provided in this section.

13.26.180 Late payment penalties.

Any user not paying the stormwater charge as assessed as hereinabove by the fifteenth day of the month following the billing from the previous month shall be assessed a penalty in the maximum amount allowed by RCW [35.67.200](#), including bearing interest of eight percent per annum computed on a monthly basis. Said penalty along with the billed assessment must be paid within ten calendar days of the date of the delinquent notice or the users thereof will be subjected to the enforcement remedies of the city as set forth in CEMC Section [13.08.150](#) or any other legal remedy available.

13.26.190 Appeals

- A. *Appeal to the engineer.* If an owner of a parcel subject to this chapter, or other responsible party, believes the stormwater utility fee applied to their property is incorrect or otherwise disagrees with the utility rate determination, the owner may appeal the correctness of the fee to the engineer within 30 calendar days of the mailing of the billing for the fee. Such appeals shall be in writing and shall specify the grounds of the appeal and the requested remedy. The engineer may make an adjustment to the charges consistent with the criteria provided in CEMC 13.26.080 and 13.26.100. If the engineer determines that the adjustment does not result in more than a ten percent decrease to the original stormwater utility fee, the applicant shall be responsible for the engineer's cost of review, including but not limited to city staff, consultant time, and materials. The customer will be invoiced for these costs separately from the monthly stormwater utility bill. Decisions of the engineer regarding such appeals shall be final unless appealed to the hearing examiner in a timely manner in accordance with subsection (B) of this section.

- B. *Appeal to the hearing examiner.* The decision of the engineer of an appeal filed in accordance with subsection (A) of this section may be appealed to the hearing examiner. Such appeal must be in writing and filed with the city clerk within 30 calendar days of the date of the decision of the engineer. The written appeal must specify the grounds of the appeal and request a hearing before the hearing examiner. The city clerk shall set a time and place for the appeal hearing. At the hearing, the hearing examiner shall make a final determination regarding the appeal based upon the criteria provided in CEMC 13.26.080 and 13.26.100.

13.26.200 Severability

If any provision of this chapter is held invalid, such invalidity shall not affect the remaining provisions.

**CLE ELUM PUBLIC WORKS & COMMUNITY DEVELOPMENT
COMMITTEE
MINUTES
MAY 5, 2026
9:00 AM
119 W FIRST STREET
CLE ELUM, WA 98922**

1. Call to Order and Pledge of Allegiance

Committee Members Present:

Ken Ratliff
Steven Cook

Staff Present:

Mathew Bailey - Public Works Director
Shannon Johnson – Planning Director

Chair Steven Cook opened the meeting at 1:01 p.m. and informed Councilmember Cornelius's resignation, which leaves a vacant seat on this committee for the foreseeable future.

2. Unfinished Business

a. Cemetery Rates - Discussion

Chair Cook handed the discussion over to Mathew Bailey, Public Works Director. Director Bailey provided background information from the previous meeting and explained the red-lined document for review in the packet. The redlined information represents a 45% increase in the cost of labor.

Chair Cook and Director Bailey clarified that the old rates were artificially low with the previous one-man grave digger operation for the last fifty years. The operation now includes removing the material from site, providing a tent and chairs, and lowering devices, and returning to the site after the ceremony to finish the burial.

Councilmember Ratliff made a motion to recommend the 2026 Draft Cemetery Rates as proposed to City Council. Chair Cook seconded the motion. Motion passed.

b. Municipal Code – Petition for and Relief from Utility Bill.

Chair Cook and Councilmember Ratliff provided background information and discussed recent petitions for relief. Chair Cook discussed former committee member Cornelius's concerns about language related to crawlspace. Discussion ensued. Chair Cook asked for Public Works Director Mathew Bailey's input. Bailey's response was that the code as written is acceptable and allows enough variance to apply credits accordingly. Chair Cook planned to report the committee's discussion to City Council.

Public Works & Community Development Committee Agenda

May 5, 2026

119 W FIRST STREET
CLE ELUM, WA 98922

3. New Business

a. Cle Elum Public Works & Community Development Committee – Meeting Minutes – April 7, 2026

Chair Cook moved to accept the minutes as presented. Councilmember Ratliff seconded the motion. Motion passed.

b. Carpenter Museum – Water/Sewer Rate Discussion

Chair Cook briefed the group with information from his recent MRSC (Municipal Research & Service Center) and legal counsel research efforts. He explained that the city cannot provide a discount to a single person or entity. A new class of rate payer would need to be established, which may pose other concerns. Councilmember Ratliff provided city council background history on previous efforts to make non-profits a class that would have a reduced rate. Further discussion ensued regarding other municipalities procedures, and the importance of non-profits. Councilmember Ratliff suggested either keeping this item on the agenda for the next meeting or mentioning it to the full city council. Chair Cook planned to broadcast the idea to the full council to get their overall take on the idea.

c. Non – Payment Accounts – Water Sewer Discussion

Chair Cook noted discussion with Officer Rogers with the Police Department on this topic. He discussed finding a way to help those with significant financial challenges that have bills which continue to accumulate charges. Discussion ensued about possible ways to look at sets of circumstances and setting criteria for special rates if possible.

4. Other Committee Comments

a. Second Street Inquiry Discussion

Chair Cook briefed the group on discussion he and Deputy Mayor Cassidy Buechle-Curtis had with folks about Second Street at their recent Meet the Mayor forum. He thanked Public Works Director Bailey for his efficient response. Director Bailey gave a brief synopsis of the email response and explained various traffic calming devices. Councilmember Ratliff gave background history on Second Street, discussed morning school time traffic congestion and truck traffic. Chair Cook wrapped up the discussion and thanked the group for the discussion.

5. Adjournment

The meeting was adjourned at 10:45 a.m.

Steven Cook, Chair

Debbie Lee, Clerk

**AGENDA STAFF
REPORT**

AGENDA DATE: July 7, 2026

ACTION REQUESTED: Authorization to Negotiate Amendment to Cle Elum and South Cle Elum Agreement for Wastewater Treatment and Disposal Service

BACKGROUND: The City of Cle Elum and the Town of South Cle Elum are parties to an intergovernmental agreement for wastewater treatment and disposal services. General Amendment No. 4(b) includes language stating that the City and Town shall share equally in all revenue generated from sewer hook-up fees on the joint gravity sewer line located on the north side of the Yakima River and parallel to the railroad tracks. The sewer line subject to this amendment is located entirely within the incorporated city limits of the City of Cle Elum. All present and future service connections to this line occur within Cle Elum's municipal boundaries.

Staff believes the revenue-sharing language contained in General Amendment No. 4(b) should function more similarly to a latecomer agreement than a perpetual revenue-sharing arrangement. The current amendment does not include an expiration timeline or reimbursement cap. As written, the agreement could be interpreted as requiring indefinite equal sharing of sewer hook-up revenues from future connections.

RECOMMENDATION: Staff requests authorization from Public Works Committee to enter into negotiations with the Town of South Cle Elum to amend General Amendment No. 4(b) of the Wastewater Treatment and Disposal Service Agreement.

ATTACHMENTS: Agreement for Wastewater Treatment and Disposal Service Amendment NO. 1

LEAD STAFF: Mathew Bailey

AGREEMENT FOR WASTEWATER TREATMENT AND DISPOSAL SERVICE

AMENDMENT NO. 1

THIS AMENDMENT NO. 1 entered into this 16th day of May, 1999, to the City of Cle Elum and Town of South Cle Elum Agreement for Wastewater Treatment and Disposal Service, hereinafter called Agreement, by and between the City of Cle Elum, a municipal corporation, hereinafter called Town, for the purposes of providing wastewater treatment and disposal service to those areas served by the City of Cle Elum and the Town of South Cle Elum wastewater collection systems.

WITNESSETH:

WHEREAS, the City of Cle Elum and the Town of South Cle Elum have entered into an agreement, dated February 20, 1991, for wastewater treatment and disposal service; and

WHEREAS, the agreement was entered into before completion of improvements to the wastewater treatment or collection facilities for either community and it was mutually understood that modifications to the original agreement would be necessary as improvements were completed and additional information pertaining to the use and operation of each system was available; and

WHEREAS, the Town of South Cle Elum completed improvements to its collection system and began discharging wastewater to the City of Cle Elum collection system on January 9, 1995, and

WHEREAS, the City of Cle Elum has been issued an enforcement order (No. DE 96WQ-C101) by the Washington Department of Ecology with a schedule for improvements to its wastewater treatment facilities; and

WHEREAS, the Advisory Committee created under the terms of the original agreement has met and recommended the agreement be updated to more nearly reflect the actual operating conditions of the joint system.

NOW, THEREFORE, the above named municipalities do hereby mutually consent to the following amendment to the AGREEMENT:

GENERAL AMENDMENTS

The following general amendments shall apply throughout the AGREEMENT:

1. All references to the November 1990 Facility Plan for the Town of South Cle

Elum Sanitary Sewer System, should be revised to read "June 1991 Facility Plan for the Town of South Cle Elum Sanitary Sewer System." The final Facility Plan approved by the Washington Department of Ecology (WDOE) was dated June 1991.

2. All references to the City of Cle Elum Wastewater Facilities Plan Update, February 1990, should be revised to read the "Latest Revision of the City of Cle Elum Wastewater Facilities Plan Update, including all additions or addenda necessary to describe, evaluate and incorporate the final proposed improvements." Additional studies have been performed on the CITY system to assess the effectiveness of infiltration and inflow control measures, and the WDOE has imposed additional requirements on the proposed improvements. As a result, it is necessary to the CITY to update the original Facility Plan.
3. All references to future TOWN facilities should be revised to refer to "completed TOWN facilities." The TOWN has completed improvements to its wastewater collection and treatment facilities. Whenever the AGREEMENT refers to future TOWN improvements, whether directly or in contest, it is understood these improvements are in place and that the TOWN has been discharging wastewater to the CITY system since January 9, 1995.
4. Assignment of available hookups to the CITY and revenue distribution therefrom is as follows:
 - a. Not to exceed forty-five (45) total, including thirty-two (32) for the proposed "Worley" project, and thirteen (13) remaining for the CITY, to be allocated in its discretion on its south side.
 - b. The CITY and TOWN will share equally in all revenue generated from sewer hook-up fees on the joint gravity line located on the north side of the Yakima River and parallel to the railroad tracks therein.
5. Assignment of available hookups to the TOWN is as follows:
 - a. Not to exceed seventy-five (75), to be allocated in its discretion.
 - b. The TOWN shall receive all revenue generated from sewer hook-up fees for all seventy-five (75) hookups as herein provided to the TOWN:
6. The TOWN hereby agrees to continue to be solely obligated, and to pay before delinquent, any and all annual fees associated with the gravity line easement, which fee will be paid to the entity administering the use of the railroad, PROVIDED, HOWEVER, that at any such time the annual fee for the railroad easement shall exceed ten percent (10%) of the fee for the previous year (currently \$750.00 per annum on the date appearing below), then this provision will be subject to further negotiation between the CITY and the TOWN.

7. At any such time as the TOWN certifies in writing to the CITY that any TOWN sewer customer located on the north side of the Yakima River is over sixty (60) days delinquent in payment of its sewer bill, charges, or assessments, then the CITY shall undertake all acts necessary to disconnect service to that customer. The sixty (60) days provided for herein shall be calculated from the date the bill, charges or assessments are due. PROVIDED, HOWEVER, that at least ten (10) calendar days prior to the time the TOWN forwards a request notice to the CITY for the disconnection of service as described above, the TOWN shall cause to mail to the customer a notice advising of the TOWN'S intent to request disconnection of service for non-payment. Any notice sent to a customer advising of the intent to disconnect service shall inform the customer that in addition to the outstanding fees or assessments that would have to be paid in order to restore service following disconnection, it shall also advise the customer that the customer will be charged the customary connection fee in order to reconnect service. The same notice shall also advise the customer of the right to contest the validity of the bill, charge or invoice, as well as the date on which payment must be made in order to avoid disconnection of service. Any writing which is forwarded by the TOWN to the CITY as described above shall be accompanied by a copy of the delinquent billing, charge or assessment. By this agreement, the TOWN specifically accepts the CITY as its agent to act on behalf of the TOWN, and agrees to indemnify the CITY and hold it harmless from any damages, costs, expenses or suits occasioned by any acts undertaken by the CITY in furtherance of and in accordance with the provisions of this agreement, said indemnity and hold harmless agreement to exclude any acts by the CITY which constitute negligence, recklessness, or exceed the scope of this express grant of agency.
8. Unless otherwise specifically provided for herein, the charges, rates and assessments to be paid a) by the TOWN to the CITY, b) by the CITY to the TOWN; or c) shared equally between the parties, for the consummation of this interlocal agreement shall constitute the entire financial agreement between the parties and the entire amount of each of the parties' financial obligations to the other.
9. At any such time as either party to this agreement believes that the fulfillment of this agreement for wastewater treatment and disposal service requires modifications, revision or further amendment, that party shall provide notice to the other via U.S. Mail, return receipt requested, requesting that the respective committees of each party contact each other to establish a mutually convenient date within thirty-(30) days of the date of said letter, in order to convene and discuss those issues, modifications, revisions or amendments believed to be required by the moving party. Any amendments, revisions or modifications to this agreement which are agreed to by a majority of each party's committee shall

be subject to ratification by each respective party's council.

If the parties cannot agree on a resolution of the issue or issues needing modification in this Agreement, then the parties agree to submit this dispute to binding arbitration by a disinterested third-party lawyer with substantial experience in the practice of municipal law. Notice of a party's intent to seek arbitration shall be provided by sending to the other party written notice via U.S. Mail, return receipt requested, of the intent to invoke this provision.

If the two parties agree on the selection of an arbitrator, there shall be only one arbitrator. However, if no agreement is reached within ten days after demand for arbitration is made, there shall be three arbitrators - one named by each of the parties, and the third to be named by the two arbitrators appointed by the parties.

If only one arbitrator is appointed, his or her decision shall be binding. If the dispute is resolved by a panel of three, then the decision of any two of the three shall be binding.

No one shall act as an arbitrator who is in any way financially interested in the functioning of the parties or who has been or is currently a council member, mayor or a current employee of any of the parties.

Arbitration shall occur within sixty days of the date of the written demand. The arbitrator is/are authorized to endorse the position of the party whose contention is upheld.

The arbitrator/s shall fix their own compensation unless otherwise agreed and shall assess the costs and charges of the arbitration on either or both of the parties.

The Superior Court of Kittitas County shall retain jurisdiction to address either in the process of the conduct of the arbitration or on appeal following the arbitration, issues limited to alleged procedural defects in the conduct of the arbitration itself.

SECTION 1: GENERAL

A. Wastewater Treatment and Disposal

The projected year 2010 discharge and loadings for TOWN included in Section 1: General, Subsection A - Wastewater Treatment and Disposal, shall be revised to be Projected Year 2016 discharge and loadings as follows:

Parameter

Projected Year 2016 Loading

Average Daily Flow	108,000 gpd
Maximum Monthly Flow	150,000 gpd
Peak Instantaneous Flow	380 gpm
BOD (5-day Biochemical Oxygen Demand) Loading	181 ppd
TSS (Total suspended Solids) Loading	226 ppd

SECTION 2: SYSTEM FACILITIES

A. General Project Description

The reference to "Attachment No. 1" in Section 2: System Facilities, Subsection A - General Project Description, should be revised to reference "the Latest Revision of the City of Cle Elum Wastewater Facilities Plan Update."

The improvements included in the CITY's improvement project, as listed in Section 2: System Facilities, Subsection A - General Project Description, should be deleted and revised to read "Cle Elum's improvement project will include those collection system and treatment plan upgrades presented in the Latest Revision of the City of Cle Elum Wastewater Facilities Plan Update."

D. Shared Capacity

It is understood that final capacity requirements will not be know until all improvements are in place and that the final determination will be incorporated into the AGREEMENT by addendum. Both The CITY and the TOWN are considering additional improvements to their respective collection systems to reduce infiltration and inflow. However, the gravity sewer transmission pipeline has been installed and has an established capacity. Therefore, the following third item shall be added to the list of considerations for determining shared capacity as listed in Section 2: System Facilities, Subsection D - Shared Capacity:

- (3) The gravity sewer transmission pipeline, parallel to the railroad track, was designed based on a flow of 4.400 gallons per acre per day from the 99 acres of light industrial area between the railroad tracks and I-90. The design output of the South Cle Elum lift station is 320 gallons per minute with a single pump running, and 380 gpm with two pumps running. Since sewer pipe is manufactured in standard sizes and must be installed to specified minimum slopes, additional capacity beyond the above values is built into the gravity sewer pipeline. This additional capacity could be allocated to either or both

communities for future growth. The capacity of the installed sanitary sewer pipeline, based on a gravity pipeline flow in full with a Manning's "n" friction coefficient of 0.013, is listed below. Manhole numbers (MH No.) refer to the Record Drawings of the construction plans for the Town of South Cle Elum Sanitary Sewer System Improvements dated May 1996.

Up MH No.	Down MH No.	Pipe Dia.	Pipe Slope	Capacity (MGD)
25	23	10"	.0072	1.20
23	17	10"	.0036	.85
17	12	12"	.0028	1.22
12	8	12"	.0036	1.38
8	4	15"	.0016	1.67

E. Schedule of Improvements

Section 2: System Facilities, Subsection E - Schedule of Improvements, shall be deleted in its entirety and replaced with the following:

THE TOWN is in the process of completing construction on the improvements necessary to transport wastewater to the CITY wastewater treatment facility. The CITY diligently worked through the planning and design process toward construction of the improvements needed to comply with the terms of a discharge permit issued by the WDOE. The schedule, required by WDOE Order No. DE 96WQ-C101, for construction of the CITY facilities is as follows:

Schedule

Facility Plan Update Complete	February 1, 1997
Complete Construction Plans	February 1, 1998
Begin Construction	June 1, 1998
Complete Construction	June 1, 1998

F. Project Funding

Section 2: System Facilities, Subsection F - Project Funding, shall be deleted in its entirety and replaced with the following:

The CITY agrees to pursue State and Federal funding for the treatment plant improvements and to minimized the debt service cost for all improvements to the CITY

wastewater treatment facility.

SECTION 3: OPERATION AND MAINTENANCE RESPONSIBILITIES

A. South Cle Elum

The list of items in Section 3: Operation and Maintenance Responsibilities, Subsection A - South Cle Elum, for which the TOWN is responsible for the operation and maintenance shall be revised as follows:

- South Cle Elum collection system.
- New lift station **including** the metering and monitoring equipment.
- Sewage force main to Cle Elum.

B. Cle Elum

The list of items in Section 3: Operation and Maintenance Responsibilities, Subsection B - Cle Elum, for which the CITY is responsible for the operation and maintenance shall be revised as follows:

- Cle Elum collection system.
- New gravity sewer transmission pipeline, as delegated to the CITY by the TOWN.
- Cle Elum treatment plant.

SECTION 5: PAYMENT FOR WASTEWATER TREATMENT AND DISPOSAL

Both the CITY and the TOWN have determined that simplified billing procedures and methods for determining monthly sewage disposal charges are important. Therefore, Section 5: Payment for Wastewater Treatment and Disposal shall be deleted in its entirety and replaced with the following:

A. The CITY and the TOWN shall work jointly to establish sewage disposal charges for the TOWN. The rate shall reflect the cost of service for the CITY to transport, treat and dispose of sewage from both systems, as set forth in paragraph C of this section.

B. A flow meter, equipped with a totalizer and recorder, is installed in the South Cle Elum lift station. The meter was installed at the time the lift station was constructed, at the expense of the TOWN, and shall be maintained by the TOWN.

The flow metering installation at the lift station shall be calibrated quarterly. Daily maintenance shall include at least a visual check of the Parshall flume for obstructions and a visual check of all other elements of the installation for normal operation. A daily log shall be

kept in which all maintenance operations perform and any abnormalities observed shall be noted. The totalizer reading shall also be recorded daily in the log. At the end of each month, the average daily flow during the month shall be determined by using all valid data collected during the month.

- C. The monthly sewage disposal charges shall be determined from the flow measured at the flow meter as follows:

Base Charge= \$2,000 for the 2.8 million gallons of wastewater that flows through the flow meter during the month.
Additional Charge= \$0.25 for each 1,000 gallons of wastewater that flows through the meter in addition to the first 2.8 million gallons of wastewater.

Example

In August 1995, the flow through the meter was recorded as follows:

August 31, 1995, Totalizer Reading	183,782	July 31, 1995,
Totalizer Reading	<u>145,054</u>	
Total Flow (in 100 gallons)	38,728	

Therefore, the flows used to calculate the monthly billing would be:

Total Flow Through the Meter=	3,872,800 gallons
Flow included in Base Charge=	<u>2,800,000 gallons</u>
Flow Included in Additional Charge=	1,072,800 gallons

And the new monthly bill would be:

Base Charge	\$2,000.00
Additional Charge = 1,072.8 x \$0.25	<u>268.20</u>
Total Monthly Bill =	\$2,268.20

- D. The CITY shall establish a separate wastewater treatment and disposal fund and shall, prior to the start of each calendar year, prepare an annual budget of estimated costs for operating the wastewater treatment facilities. The budget shall be based on the actual cost experience adjusted to reflect anticipated changed conditions. The above charges shall be adjusted annually based on the percentage change in the total budget as compared to the previous year.

The adjustment shall begin with rates charged in 1997, using the 1997 budget as compared with the 1996 budget to arrive at the percentage adjustment in the rate.

E. The CITY shall submit a bill for monthly wastewater treatment and disposal charges to the TOWN on or before the fifth (5th) day of each month for the previous month's volume, and such charge shall be due thirty (30) days from the date billed. If any charge or portion thereof due to the CITY shall remain unpaid for 15 days following its due date, the TOWN shall be charged with and pay to the CITY interest on the amount unpaid, at the rate of 9 percent per annum, from the due date. The CITY may, upon failure to pay such amount, enforce payment by any remedy available by law or equity.

F. In the event of a meter malfunction, the amount of wastewater flowing through the meter shall be determined from all available data. If flow records are unavailable, then the average flow for the previous 12 months shall be used to determine the billing amount.

EFFECTIVE DATE AND TERM OF AMENDMENT

This amendment shall be in full force and effect and binding upon its execution. This amendment shall continue in full force and effect through the twenty (20) year term of the AGREEMENT, which may be renewed thereafter by mutual agreement.

CITY OF CLE ELUM



Mayor
Dated: 4/13/99

ATTEST

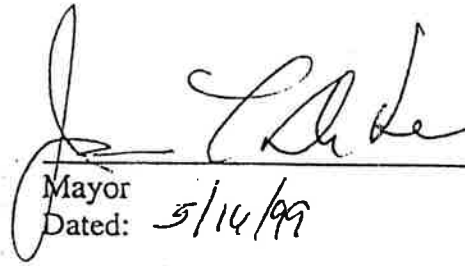


City Clerk
Dated: 4/13/99

Approved as to form:

City Attorney
Dated:

TOWN OF SOUTH CLE ELUM



Mayor
Dated: 5/14/99

ATTEST



City Clerk
Dated:

Approved as to form:



City Attorney
Dated: March 16, 1999

SOUTH CLE ELUM

SEWER CONNECTION DATES & LOCATIONS 1/1/95 – 12/31/17

1995	402 LINCOLN 8/14/95	403 GRANT 9/11/95	
1996	401 MADISON 7/3/96 215 CLEVELAND 9/30/96	815 BROADWAY 7/5/96	302 RIVER ST. 9/17/96
1997	814 LINCOLN 5/6/97	200 ½ MADISON 6/2/97	
1998	702 GARFIELD 10/98		
1999			
2000	132 MADISON 6/6/00 814 BROADWAY 10/11/00	603 WASHINGTON 6/27/00	622 CLEVELAND 8/14/00
2001	426 GARFIELD PL. 5/10/01 301 WASHINGTON 12/6/01	304 LINCOLN 10/5/01	304 BROADWAY 10/5/01
2002	415 MADISON 8/28/02	403 BROADWAY 9/24/02	409 GRANT 11/20/02
2003	319 WASHINGTON 2/7/03 813 ½ BROADWAY 6/9/03	613 MADISON 5/23/03 808 BROADWAY 9/8/03	524 LINCOLN 5/23/03
2004			
2005	407 WASHINGTON 8/18/05		
2006	PARK R.V. H/U 5/15/06 314 BROADWAY VACANT LOT 10/4/06	804 BROADWAY 6/14/06	302 RIVER TRAIL DR.(6) 6/14/06
2007	BASEBALL 4 PLEX 4/18/07 329 LINCOLN 10/15/07 1 DISCONNECTED SERVICE 701 CLEVELAND 9/13/07	103 MADISON (4) 4/07 SAGEBROOK (38)	
2008	326 LINCOLN 4/15/08	804 BROADWAY 6/18/08	
2009	623 BROADWAY 8/26/09		
2012	1 DISCONNECTED SERVICE	318 MADISON 8/21/12	
2015	1 DISCONNECTED SERVICE	314 MADISON 7/28/15	<i>These 2 services go back into sewer connection inventory and bring the number of connections Cle Elum owes South Cle Elum to 2</i>
2016	408 BROADWAY 11/16		
2017	401 MAIN 7/17		
2018	2 SEWER CONNECTIONS RESERVED FOR TOWN OWNED PROPERTY EAST OF TOWN HALL		

Sheet1

South Cle Elum Sewer Flow Spreadsheet 2015 -

	2015	2016	2017	2018	2019	2020
January	1,829,000	1,586,000	1,768,000	1,680,000		
February	1,329,000	2,579,000	1,522,000	2,007,000		
March	1,224,000	2,069,000	4,722,000			
April	1,375,000	1,619,000	2,322,000			
May	1,458,000	1,432,000	1,578,000			
June	1,413,000	1,450,000	1,723,000			
July	1,570,000	1,650,000	1,492,000			
August	1,328,000	1,560,000	1,683,000			
September	1,446,000	1,596,000	1,646,000			
October	1,505,000	1,357,000	1,455,000			
November	1,542,000	1,432,000	1,570,000			
December	2,218,000	1,597,000	1,757,000			
TOTAL	18,237,000	19,927,000	23,238,000	3,687,000	-	-

Huibregtse, Louman Associates, Inc.

William L. Huibregtse, PE
Jeffrey T. Louman, PE
Theodore W. Pooler, PE
Dennis J. Whitcher, PE
Donald H. Wilton, PLS

3800 Summitview, Suite 100
Yakima, Washington 98902

Phone: 509 / 966-7000
FAX: 509 / 965-3800

June 16, 1995

Town of South Cle Elum
P.O. Box 160
South Cle Elum, WA 98943

Attn: Bob Ross, Public Works Superintendent

Re: Town of South Cle Elum
Sanitary Sewer System Capacity
Project No. 95002

Dear Bob:

We have completed our review of the installed capacity of the South Cle Elum lift station and the ability to serve future developments within the service area, which includes South Cle Elum and that portion of Cle Elum south of the Yakima River. The pumps in the lift station are the limiting component of the system and have a capacity to pump 320 gpm with one pump running, and 380 gpm with both pumps running. The gravity sewer and the Parshall flume have capacities in excess of 380 gpm.

Department of Ecology design criteria require that one pump in a duplex lift station be able to handle 100 percent of the peak flow. Therefore, the peak design flow at the lift station would be 320 gpm, which includes both domestic sewage flows and infiltration. Using the assumptions presented in the June 1991 Final Facility Plan for the Town of South Cle Elum, domestic sewage flows would peak at four times their average daily flow, and infiltration would reach a maximum of 60,000 gallons per day. It was also determined the average daily domestic flow would be 100 gallons per person per day. Based on the Department of Ecology requirements and these criteria, the lift station should be able to serve approximately 1,000 people, unless infiltration is greater than anticipated.

We understand there are currently 316 total service connections in the South Cle Elum sewer system, a portion which serves Cle Elum residents, and the estimated population served by these connections is 630 people. Therefore, the capacity available at the lift station could be allocated as follows, assuming 3 people per each future connection:

Bob Ross
June 16, 1995
Page 2.

	<u>Number of Connections</u>	<u>Population Served</u>
Current Service Area	316	630
Available South Cle Elum Connections	75	225
Available Cle Elum Connections	<u>45</u>	<u>135</u>
TOTAL	436	990

Regardless of the number of connections or population served, the Department of Ecology considers the actual flow reaching the lift station when determining the need for future improvements. Therefore, the above numbers should be re-examined and adjusted, if needed, after a year of flow readings are taken at the lift station. The number of connections or population served would be reduced if infiltration is higher than anticipated, if unit flows per person are greater than 100 gallons, or if the peak flows are more than four times the average flow. However, flows from domestic users are fairly predictable, and capacity is available beyond just that needed to serve today's needs.

We hope this information is useful as you consider growth in the community. Please call if you have any questions or need additional information.

Very truly yours,



Theodore W. Pooler, PE

TWP/dc
SCE2-91

Town of South Cle Elum

6th and Lincoln - P. O. Box 160

South Cle Elum, Washington 98943

509-674-4322

July 11, 1995

City of Cle Elum
301 Pennsylvania Avenue
Cle Elum, WA 98922

Att: Mayor Berndt & Council Members

Re: South Cle Elum Sanitary Sewer
System Capacity

Dear Mayor Berndt & Members of the Council:

At the town council meeting of June 19, 1995, the council reviewed a letter from its engineers, Huibregtse, Louman Associates, in which the town's new sewer system capacity is discussed.

There are currently 316 total sewer service connections in South Cle Elum, a portion of which serves Cle Elum residents, and the estimated population served by these connections is 630 people. Therefore, the capacity available at the lift station could be allocated as follows, assuming three people per each future connection:

	<u>Number of Connections</u>	<u>Population Served</u>
Current Service Area	316	630
Available South Cle Elum Con- nections	75	225
Available Cle Elum Connections	<u>45</u>	<u>135</u>
TOTAL	436	990

The council agreed to reserve the town's 75 connections and to allow the City of Cle Elum the 45 connections; however, if the sewer lift station becomes overextended, Cle Elum would be required to help pay for any lift station improvements.

Sincerely,

SARAH M. NELSON,
Town Clerk

CITY OF CLE ELUM AND TOWN OF SOUTH CLE ELUM
AGREEMENT FOR WASTEWATER TREATMENT AND DISPOSAL SERVICE

THIS AGREEMENT entered into this 19th day of February, 1991, by and between the City of Cle Elum, a municipal corporation, hereinafter called CITY, and the Town of South Cle Elum, a municipal corporation, hereinafter called TOWN, for the purposes of providing wastewater treatment and disposal service to those areas served by the City of Cle Elum and Town of South Cle Elum wastewater collection systems.

WITNESSETH:

WHEREAS, the Town of South Cle Elum is under Order No. DE 87-C161 from the Washington State Department of Ecology to make improvements to their existing wastewater treatment facility for compliance with the provisions of NPDES Waste Discharge Permit No. WA-002333-7 and a subsequent compliance schedule was developed in Washington State Department of Ecology Consent Order No. DE 88-C425; and

WHEREAS, the City of Cle Elum is under Agreement/Order No. DE-87-C369 to upgrade its sewage collection and treatment system to achieve secondary levels of treatment consistent with the conditions of Chapter 173-201 Washington Administrative Code (WAC); and

WHEREAS, Chapter 173-201 WAC, entitled "Water Quality Standards" establishes water quality standards for all waters of this state including the Yakima River, which is designated as Class "A" waters; and

WHEREAS, the City of Cle Elum and the Town of South Cle Elum desire to work jointly for the common good of the area through compliance with the aforementioned regulation which establishes that all activities which discharge wastes into waters of the state or otherwise affect the quality of said waters shall provide all known available and reasonable methods of treatment and control to maintain established water quality standards; and

WHEREAS, the Washington State Department of Ecology prefers and is encouraging the concept of regionalized wastewater treatment in the area to benefit both systems through the reduction in number of discharge points, permits, treatment facilities, laboratory tests, and other duplicative efforts; and

WHEREAS, it has been concluded in the November 1990 Facility Plan for Town of South Cle Elum Sanitary Sewer System, following careful consideration of the available alternatives, that pumping of South Cle Elum's wastewater to Cle Elum for treatment at the Cle Elum treatment plant is the most cost-effective solution for meeting the area sewerage needs, and that Cle Elum will be fairly compensated through this Agreement for treatment of the wastewater.

NOW, THEREFORE, the above-named municipalities do hereby mutually consent and agree to the following:

SECTION 1: GENERAL

A. WASTEWATER TREATMENT AND DISPOSAL

By virtue of this Agreement, the City of Cle Elum (CITY) agrees to accept sewage delivered to it by the Town of South Cle Elum (TOWN), for treatment and disposal. The City will improve and expand its treatment facility to meet pollution control standards and to provide sufficient treatment capacity in accordance with its Wastewater Facilities Plan Update, February 1990.

For planning purposes, the Town of South Cle Elum existing and projected discharge and loadings for the year 2010 are as follows:

	<u>Existing</u>	<u>Projected</u>
Average Daily Flow	80,700 gpd	96,000 gpd
Maximum Monthly Flow	150,000 gpd	129,000 gpd
Peak Instantaneous Flow	-	400 gpm
BOD (5-day Biochemical Oxygen Demand) Loading	140 ppd	161 ppd
TSS (Total Suspended Solids Loading)	175 ppd	201 ppd

The above values are based on a one-third reduction of infiltration and inflow. The TOWN agrees to make the necessary sewage collection system improvements to meet this reduction. However, in the event population growth exceeds the projected rate and the resulting base flows are greater than anticipated, the CITY agrees to plan for and expand its treatment and disposal facility to provide the necessary capacity.

B. SEWAGE COLLECTION

Both the CITY and the TOWN shall continue to be responsible for sewage collection within their individual service areas. Collection within local improvement districts (LIDs) formed either within the municipality or within unincorporated areas may be the responsibility of the local governing agency establishing such LIDs.

It is understood and agreed that the CITY or the TOWN may expand or extend their existing sewage facilities to provide service to unincorporated service areas, including the formation of local improvement districts (LIDs), provided that the development of such areas is approved by the local governing body which has jurisdiction over the land to be so improved.

The CITY and TOWN shall maintain and operate their respective local facilities in accordance with high engineering standards and in conformity with the standard established by the state and federal agencies having jurisdiction over the same. If there are deficiencies in the respective local facilities causing excessive flow or below standard quality sewage, such deficiencies shall be corrected by the applicable participant forthwith. Deficiencies may constitute excessive flow or quality of sewage discharge which damages the transmission facilities or the sewage treatment process, increases the maintenance and operation expenses per

unit of sewage transported or treated, or causes the violation of any federal or state law or regulation. The offending party shall pay for any additional cost or expense caused by its breach of this paragraph.

The CITY and the TOWN shall either self-insure or secure and maintain with responsible insurers all such insurance as is customarily maintained with respect to local facilities of like character against loss of or damage to the sewerage facilities and against public and other liability to the extent that such insurance can be secured and maintained at reasonable cost. Any liability incurred by the CITY or the TOWN as a result of the operation of its local facilities shall be the sole liability of that community, and claims for damages arising out of the maintenance and operation of its local facilities shall be the sole liability of that community, and with respect to claims for damages arising out of the maintenance and operation of a participant's local facilities that community will indemnify, hold harmless, and defend the other community from such claims not caused in whole or in part by action or omission of such other community.

C. Service by TOWN to Areas Within Cle Elum Municipal Limits

The TOWN has been providing sewage collection and treatment service to that portion of Cle Elum whose Municipal Limits extend south of the Yakima River. Topography dictates that sewage collection service should continue to be provided to this area, as it has in the past, under the following conditions:

- (1) The TOWN will operate and maintain that portion of their sewage collection system serving the area within the Cle Elum Municipal Limits.
- (2) Those Cle Elum residents served by South Cle Elum will be billed at the same monthly rate established by the South Cle Elum Town Council for services inside the South Cle Elum Municipal Limits.

All previous agreements between the CITY and the TOWN pertaining to TOWN service within the Cle Elum municipal limits shall become null and void upon execution of this agreement.

SECTION 2: SYSTEM FACILITIES

A. General Project Description

Cle Elum and South Cle Elum are undertaking capital improvement projects to upgrade their wastewater collection and treatment facilities (see Attachment No. 1). It has been shown in the November 1990 South Cle Elum Facilities Plan that regional treatment at the Cle Elum wastewater treatment plant is the preferred alternative. Generally, each community will make improvements to its collection system to reduce excessive infiltration and inflow entering the sewer system. South Cle Elum will utilize a new wastewater monitoring and lift station to pump sewage through a forcemain crossing the Yakima River, suspended on the existing highway bridge, to a gravity sewer pipeline installed parallel to and immediately south of the railroad tracks. The pipe would carry wastewater to the Cle Elum treatment plant. Additional capacity would be incorporated into the pipe to

accept Cle Elum sewage flows. Cle Elum will upgrade its treatment plant to provide the capacity necessary to treat wastewater from both communities in compliance with the requirements of its National Pollutant Discharge Elimination System (NPDES) permit.

South Cle Elum's improvement project will include:

- Replacement of defective manholes within the collection system.
- Replacement of a defective section of sewer pipeline.
- Construction of a new lift station and metering facility.
- Installation of a forcemain from the lift station to a new gravity sewer.
- Construction of a new gravity sewer transmission pipeline to the Cle Elum treatment plant.
- Decommissioning of the existing stabilization pond treatment process.

Cle Elum's improvement project will include:

- Replacement of a portion of the main sewage interceptor.
- Replacement of miscellaneous collection system components.
- Upgrades to the wastewater treatment plant including the addition of aerators to Lagoon 1, the construction of an intermittent sand filter, expansion of the chlorine contact tank, and the possible addition of a third screw pump to the plant headworks.

B. South Cle Elum System Facilities

South Cle Elum facilities are defined as those system elements owned by the TOWN, and are further defined to include all facilities necessary for the collection of sewage within the TOWN service area and conveyance of sewage to the Cle Elum treatment plant. Specifically, the facilities include, but are not necessarily limited to, the South Cle Elum collection system, the lift station and metering facility, the forcemain and related components, and the gravity sewer transmission pipeline from the forcemain to the Cle Elum treatment plant.

C. Cle Elum System Facilities

Cle Elum facilities are defined as those system elements owned by the CITY, and are further defined to include all facilities necessary for the collection of sewage within the CITY service area, conveyance of sewage to the Cle Elum treatment plant, and all facilities needed to adequately treat sewage from both the CITY and TOWN service areas. Specifically, the facilities include, but are not necessarily limited to, the Cle Elum collection system, interceptor, and all treatment plant facilities.

D. Shared Capacity

Both the CITY and the TOWN will be utilizing the gravity sewer transmission pipeline and the Cle Elum treatment plant, and it will be necessary to establish a

shared capacity of these joint use facilities. The final capacity requirements for either community will not be known until they complete the initial phases of their respective collection system improvements and can quantify the effectiveness of their infiltration/inflow control programs. Once capacity requirements are known and the joint use facilities are designed, then shared capacity shall be prorated to the CITY and the TOWN in accordance with the following and incorporated into this agreement by addendum:

- (1) The TOWN will allow the CITY to discharge sewage to the gravity sewer transmission pipeline. The pipeline diameter will be increased from the minimum required to serve the TOWN's needs to a diameter sufficient to account for the flows contributed by the CITY. The TOWN will be guaranteed adequate pipeline capacity to meet its needs, but not less than the maximum output capacity of the lift station. The pipeline diameter shall be increased to meet the CITY's needs and the CITY shall be guaranteed all remaining capacity in the pipeline over and above the TOWN's guaranteed capacity.
- (2) The CITY will accept TOWN wastewater at its wastewater treatment plant. The capacity of the Cle Elum treatment plant will be increased to accommodate the maximum monthly design flows determined for design of the treatment plant after each community has made their initial system improvements to control infiltration and inflow. The CITY and the TOWN will each be guaranteed their respective maximum monthly design flow capacity.

Capacity allotments may be exchanged upon mutual written agreement of both parties to maximize the use of the installed facilities.

E. Schedule of Improvements

The current Washington Department of Ecology (WDOE) order to Cle Elum stipulates that secondary levels of treatment must be attained by October 1994. To meet this requirement and comply with the requirements for funding the TOWN's share of the project, improvements must be completed in accordance with the following schedule:

SCHEDULE

(1) TOWN Facilities:

Collection System Improvements -	November 30, 1991
Lift Station and Metering Facility -	November 30, 1991
Gravity Sewer Transmission Pipeline -	August 31, 1992
Connection to the Cle Elum Wastewater Treatment Plant -	August 31, 1992

(2) CITY Facilities:

Main Interceptor Replacement -	August 31, 1992
Phase 1 Treatment Plant Improvements - - Aeration of Lagoon No. 1 - Intermittent Sand Filter, Phase 1	August 31, 1992
Miscellaneous Collection System Improvements -	October 30, 1994
Phase 2 Treatment Plant Improvements - - Intermittent Sand Filter, Phase 2 - Chlorine Contact Tank - Possible Third Screw Pump	October 30, 1994
Complete Facilities On-Line -	October 30, 1994

F. Project Funding

Both communities are relying upon State and/or Federal funding sources to construct the facilities described in this agreement, but neither the CITY nor the TOWN has finalized their funding agreement with the respective agencies. If the proposed funding or alternative means of financing the regional treatment concept are not obtained, then this agreement becomes void.

SECTION 3: OPERATION AND MAINTENANCE RESPONSIBILITIES

A. South Cle Elum

The TOWN will be responsible for operation and maintenance of the following system elements:

- South Cle Elum collection system.
- New lift station except for the metering and monitoring equipment.
- Sewage forcemain to Cle Elum.

B. Cle Elum

The CITY will be responsible for operation and maintenance of the following system elements:

- Cle Elum collection system.
- Metering and monitoring equipment at the new lift station, as delegated to the CITY by the TOWN.
- New gravity sewer transmission pipeline, as delegated to the CITY by the TOWN.
- Cle Elum treatment plant.

Both the metering and monitoring equipment at the new lift station and the new gravity sewer pipeline will remain under the ownership of the TOWN, but the CITY will be responsible for operation and maintenance.

SECTION 4: PAYMENT FOR CAPITAL IMPROVEMENTS

A. South Cle Elum

The TOWN will be solely responsible for all capital costs related to the construction of the following improvements:

- South Cle Elum collection system improvements.
- New sewage lift station and metering facility.
- New forcemain to Cle Elum from the lift station.
- Decommissioning of the existing South Cle Elum stabilization pond treatment process.

B. Cle Elum

The CITY will be solely responsible for all capital costs related to the construction of the following improvements:

- Miscellaneous Cle Elum collection system improvements.
- Replacement of a portion of the main interceptor sewer.

C. Joint Use Facilities

The CITY and the TOWN will be jointly using the gravity sewer transmission pipeline and the upgraded Cle Elum treatment plant. Costs for treatment plant upgrades and construction of the new transmission pipeline will be shared between the two municipalities as follows:

(1) Gravity Sewer Transmission Pipeline:

The TOWN shall pay for the installation of the equivalent cost of a 10-inch gravity sewer pipeline. All additional costs resulting from the up-sizing of the gravity sewer transmission pipeline to an 18-inch pipeline, plus all appurtenances needed to provide service to the Cle Elum service area with a capacity as indicated in Section 2.D. above, shall be paid for by the CITY.

(2) Cle Elum Treatment Plant Improvements:

The CITY shall pay all costs for the upgrading of the plant to meet their own projected needs. The TOWN shall pay all additional incremental costs for increasing the plant capacity to meet South Cle Elum needs as indicated in Section 2.D. above.

(3) Equitable Cost Sharing:

Regional treatment has been determined to be more cost effective than if both the CITY and the TOWN developed their own wastewater treatment facilities. Regional treatment results in a substantial savings in the combined costs to construct equivalent facilities to serve both communities. Cost sharing based on the above distribution of capital expenditures allots the major portion of the savings to the CITY. Both communities wish to provide equitable rates to their users without a substantial disparity between the CITY's and the TOWN's users. Therefore, the CITY and the TOWN reserve the right to modify the capital expenditure allotments or the payment for wastewater treatment and disposal to equitably distribute costs to the users of the CITY and the TOWN.

D. Future Capital Improvements

Each community may make future capital improvements to their own individually used facilities and shall bear all costs for making those improvements. Payment for future capital improvement projects involving joint use facilities will be determined during project planning and included by amendment to this agreement.

SECTION 5: PAYMENT FOR WASTEWATER TREATMENT AND DISPOSAL

- A. The CITY shall establish sewage disposal charges for the TOWN. The rate shall reflect the cost of service for the City to transport, treat, and dispose of the sewage from these systems, as set forth in paragraph C of this section.
- B. A flow meter will be installed at the new South Cle Elum lift station. The meter will be installed at the time the lift station is constructed, at the expense of the Town and thereafter shall be maintained by the CITY.

The flow-metering installation at the lift station facility shall be calibrated quarterly and equipped with a totalizer and a recorder. Daily maintenance at the facility shall include at least a check of the primary element of the flow meter for obstructions and a visual check of all other elements of the installation for normal operation. A daily log shall be kept in which all maintenance operations performed and any abnormalities observed shall be noted. The totalizer reading shall also be recorded daily in the log. At the end of each month, the average daily flow during the month shall be determined by using all the valid data collected during the month.

- C. Monthly sewage disposal charges shall be determined from the flow measured at the meter using the following equation:

$$Cu = \frac{Ct (Vu)}{Vt}$$

Where:

Ct = Total treatment and disposal costs per unit of time.
 Cu = A user's charge for treatment and disposal per unit of time.
 Vu = Volume contribution from a user per unit of time.
 Vt = Total volume contribution from all users per unit of time.

Example:

Based on the annual budget, the cost of operating the Cle Elum treatment plant for the month of July is:

$$Ct = \$9,000$$

Flow measurements taken over the previous twelve months at the South Cle Elum lift station show the average monthly volume to be:

$$Vu = 2.1 \text{ MG}$$

At the treatment plant, flow measurements show the average monthly volume of sewage treated is:

$$Vt = 6.5 \text{ MG}$$

Therefore, the monthly charge to South Cle Elum would be:

$$Cu = \frac{\$9,000 (2.1 \text{ MG})}{6.5 \text{ MG}} = \$2,907.69$$

NOTE:

The above example calculates the user charge, Cu, based on monthly values of total costs and total volume, Ct and Vt, respectively. Annual values can be used as well to determine the unit cost of treating a given volume of sewage, where Ct would be the annual Cle Elum treatment plant budget, and Vt would be the total annual flow through the plant. Care should be taken to assure units of measurement are consistent.

The CITY shall establish a separate wastewater treatment and disposal fund and shall prepare an annual budget of estimated costs for operating the wastewater treatment facilities at the start of each calendar year, which budget shall be used as the basis for the treatment and disposal charges during the year. The budget will be based on actual cost experience adjusted to reflect anticipated changed conditions. The wastewater treatment and disposal costs as used herein for determining monthly charges refers to total revenue requirements for the wastewater treatment and disposal operation. Eligible costs include system administration, operation, maintenance, taxes, repair and replacements, debt service for existing and new treatment

and disposal facilities utilized by the CITY and the TOWN, including the requirements of any resolution providing for the issuance of revenue bonds. Operating surpluses, debt service coverage, reserve funds, the local share of payments from the industrial cost recovery system or any other funds paid initially from the treatment and disposal charges shall be used exclusively for the benefit of the wastewater treatment and disposal facilities.

- D. The CITY shall submit a bill for the monthly wastewater treatment and disposal charges to the TOWN on or before the fifth (5th) day of each month for the previous month's volume, and such charge shall be due thirty (30) days from the date billed. If any charge or portion thereof due to the CITY shall remain for 15 days following its due date, the TOWN shall be charged with and pay to the CITY interest on the amount unpaid from its due date until paid at the rate of 9 percent per annum, and the CITY may, upon failure to pay such amount, enforce payment by any remedy available by law or equity.
- E. The monthly wastewater treatment and disposal charge shall be based on the average sewage flows of each of the systems for the twelve (12) month period ending with the month being billed in order to reduce the effect of monthly variations in sewage flows on the treatment and disposal charges.
- F. The TOWN's sewage collection system serves a primarily residential area with a small amount of commercial development and it is unlikely the character of the wastewater will result in concentrations of pollutants exceeding the range of pollutant concentrations found in normal domestic sewage. However, if the character of the TOWN's wastewater changes, and the BOD, suspended solids, and other pollutant concentrations exceed the range of concentration of these pollutants in normal domestic sewage, the CITY may incorporate into this agreement the method described below for levying a surcharge for treating the higher strength waste. If higher strength wastes are encountered, then the surcharge, in addition to the normal monthly charges, will be computed as follows:

$$Cs = [Bc(B) + Sc (S) + Pc (P)] Vu$$

Where:

- B = Concentration of BOD from a user above a base level.
- Bc = Treatment and disposal cost for a unit of biochemical oxygen demand (BOD)
- Cs = A surcharge for wastewaters of excessive strength.
- P = Concentration of any pollutant from a user above a base level.
- Pc = Treatment and disposal cost for a unit of any pollutant.
- S = Concentration of suspended solids (SS) from a user above a base level.
- Sc = Treatment and disposal cost for a unit of suspended solids.
- Vu = Volume contribution from a user.

For the purpose of determining the surcharge, 300 mg/L shall be used as the base level for BOD (5 day) and suspended solids.

Example:

During the month of July, BOD and SS concentrations in South Cle Elum sewage averaged 320 mg/L and 410 mg/L, respectively. No other unusual pollutants were found. Since both values are above the base level of 300 mg/L, the excess concentration of these wastewater constituents is:

$$\begin{aligned} B &= 320 \text{ mg/L} - 300 \text{ mg/L} = 20 \text{ mg/L} \\ S &= 410 \text{ mg/L} - 300 \text{ mg/L} = 110 \text{ mg/L} \end{aligned}$$

Converting these values to lbs. per MG, you obtain:

$$\begin{aligned} B &= (20) (8.345) = 167 \text{ lb/MG} \\ S &= (110) (8.345) = 918 \text{ lb/MG} \end{aligned}$$

When preparing its annual budget, Cle Elum determined treatment cost per pound of each constituent to be:

$$\begin{aligned} B_c &= \$0.25/\text{lb BOD} \\ S_c &= \$0.15/\text{lb SS} \end{aligned}$$

The actual flow through the South Cle Elum flow meter for the month was:

$$V_u = 2.8 \text{ MG}$$

Therefore, the surcharge levied against South Cle Elum for excess sewage strength would be:

$$C_s = [\$0.25 (167 \text{ lb/MG}) + \$0.15 (918 \text{ lb/MG})] 2.8 \text{ MG} = \$502.46$$

The South Cle Elum lift station facility shall provide for the future installation of an automatic liquid sampling device which could be integrated with the flow-metering installation in a manner such that sewage samples can be collected on a flow-weighted basis and stored. If required because high concentrations are routinely encountered during periodic grab sampling of the wastewater, and further confirmed through a more extensive sampling and testing program, then the sampler shall be installed and operated as required to verify wastewater concentrations based on a composite sample prepared from all samples collected during a uniform 24-hour period.

- G. In the event of meter malfunctioning, the CITY shall estimate the sewage flow discharged by the TOWN in order to determine the applicable wastewater treatment and disposal charges.

SECTION 6: SPECIAL WASTES

Wastes prohibited by the U. S. Environmental Protection Agency or by the State Department of Ecology, waste of unusual quantity or organic strength, waste containing toxic or deleterious matter incompatible with the waste treatment process, or that may be harmful to the treatment process or the quality of the receiving waters, shall not be discharged into the CITY's or the TOWN's sewage system except by Special Agreement. Consent to such Special Agreement shall not be unreasonably withheld. As a part of such Special Agreement, the CITY may require that concentration of such substances in waste discharged to its system be eliminated or reduced to acceptable limits by pretreatment. The TOWN shall be responsible for ensuring that wastes discharged to their system meet the relevant quality standards set forth by the Special Agreement.

SECTION 7: PERMITS AND REGULATIONS

The TOWN shall be responsible for its sewer collection system and the CITY shall be responsible for its sewer collection system. This includes obtaining any necessary permits, maintaining records, and reporting to the Washington State Department of Ecology, the U.S. Environmental Protection Agency, or other regulatory agencies. The CITY shall be responsible for satisfying the permit, records, and regulatory requirements related to wastewater treatment and disposal.

Industrial dischargers shall likewise be responsible for obtaining any permits governing their waste discharges and for maintaining any records or reports that may be required by the regulatory agencies.

Under no circumstances shall the CITY incur liability for the TOWN sewer collection system or for industrial waste dischargers to the TOWN system. Likewise, under no circumstances shall the TOWN incur liability for the CITY sewer collection system or for industrial waste discharges to the CITY system. Each community shall be responsible for the quantity and character of the waste being discharged to its own system. Neither party shall be responsible for additional costs (fees, fines, penalties, etc.) incurred as a result of the other party's failure to control discharges to its system.

SECTION 8: INFILTRATION/INFLOW

The regulations of the U.S. Environmental Protection Agency that sewer systems funded by the Agency for improvements not be subject to "excessive" infiltration/inflow as defined by the Agency. The CITY therefore reserves the right to require the TOWN to take corrective action to eliminate excessive infiltration/inflow into the system. If the CITY contributes "excessive" infiltration/inflow to the treatment process causing an increase in treatment costs or inability to meet NPDES permit requirements, then the CITY shall take corrective action to eliminate excessive infiltration/inflow into the system.

SECTION 9: TESTING AND COMPLIANCE

The CITY shall have the right to sample sewage discharged by the TOWN in order to determine if the sewage is of unusual strength and subject to a surcharge or if constituents incompatible with the treatment process are being discharged in harmful quantities. The TOWN has the right to run duplicative tests on samples taken by the CITY, check sampling and testing procedures, verify meter calibration, and take other measures necessary to confirm test results.

SECTION 10: FUTURE FACILITIES

Any future facilities acquired or constructed by either the TOWN or the CITY shall be required to be constructed in accordance with the then-existing sewer construction standards and requirements of the state and federal agencies having jurisdiction over the same.

SECTION 11: EQUITABLE RATES AND CHARGES

The CITY and the TOWN agree to conform its rates and charges for sewage collection, treatment, and disposal service to equitable standards consistent with the requirements of applicable federal and state agencies. Each community agrees to charge its users rates adequate to repay the cost of maintaining and operating their respective systems for the collection, treatment, and disposal of wastewater.

SECTION 12: ADVISORY COMMITTEE

The CITY and the TOWN agree to the creation of the joint facilities Advisory Committee consisting of the Mayors (or delegates) of Cle Elum and South Cle Elum, together with one appointed staff member from each community, which appointments shall be made as determined by the individual community. The purpose of the Advisory Committee is to review the maintenance and operation of the treatment and disposal facility; the proposed final annual budget for the treatment and disposal facility including maintenance and operation expenses, debt retirement, taxes, equipment repair, and administration; budget amendments; fostering cooperation between the participants under this Agreement; and otherwise performing the duties assigned to such Committee by this Agreement.

The Advisory Committee shall operate informally and shall be advisory only to the CITY and the TOWN, respecting performance under this Agreement. The CITY shall submit to the Committee all proposed and final budgets, contracts, grant applications, and other matters which they deem appropriate or the Advisory Committee requests, relating to the treatment and disposal facility.

SECTION 13: BOOKS AND RECORDS

Any member of the Advisory Committee or a representative of such member may examine the books and records of either the CITY or the TOWN which relate to the treatment and disposal facility, the administration thereof, or of this Agreement. Such books and records may be examined at any reasonable time during business hours, so long as a reasonable opportunity is given to assemble such

books and records and provide for a convenient location for such examination. The Advisory Committee may appoint an auditor or accountant to review any such books or records, and the costs of such review shall be charged equally to the CITY and the TOWN.

SECTION 14: ARBITRATION

It is understood and agreed that all claims, demands, disputes, differences, and misunderstandings concerning this Agreement and its interpretation that may arise between any of the parties hereto from the date hereof until the termination of this Agreement shall be submitted to and be determined and settled by arbitration in the manner hereinafter set forth:

Each party to dispute shall appoint an arbitrator and the two arbitrators so chosen shall appoint a third arbitrator. In the event that the two arbitrators so chosen cannot agree upon a third arbitrator, such third arbitrator shall be appointed by the presiding Judge of the Kittitas County Superior Court.

A decision of the majority of the arbitrators chosen in the manner set forth above shall be binding upon all parties and all arbitration shall be conducted pursuant to Washington State Arbitration Law.

Such arbitration shall be limited to the interpretation and application of this Agreement and may not impair the contract and debt obligations of any participant or the powers of the CITY to fix the budget for and determine the methods used in the management of the treatment and disposal facility. All cost of arbitration shall be apportioned equally among the parties to the arbitration.

SECTION 15: NOTICE TO BE GIVEN

Both parties to this agreement agree to give the other party reasonable notice of sixty (60) days regarding any action constituting a change pertaining to the terms of this Agreement and further agree to provide that such change shall be reflected in a written document executed by the parties to this Agreement.

SECTION 16: EFFECTIVE DATE AND TERM OF AGREEMENT

This Agreement shall be in full force and effect and binding upon its execution. The Agreement shall continue in full force and effect for a period of twenty (20) years and may be renewed thereafter by mutual agreement.

CITY OF CLE ELUM

ATTEST

[Signature]
CITY CLERK

MAYOR

[Signature]
DATE 2/20/91

Approved as to Form this
20 day of Feb, 1991

[Signature]
CITY ATTORNEY

TOWN OF SOUTH CLE ELUM

ATTEST

[Signature]
TOWN CLERK

MAYOR

[Signature]
DATE 2/19/91

Approved as to Form this
20 day of Feb, 1991

[Signature]
TOWN ATTORNEY

AGENDA STAFF
REPORT

AGENDA DATE: July 7, 2026

ACTION REQUESTED: Amendment to Chapter 13.08 of the Cle Elum Municipal Code
Section 13.08.100

BACKGROUND: **13.08.100 Private system – Connection to public system required.**

At such time as a public sewer becomes available to a property served by a private sewage disposal system, as provided in this chapter, a direct connection shall be made to the public sewer in compliance with this chapter, and any private septic tanks, cesspools, and similar private sewage disposal facilities shall be properly abandoned and filled with suitable materials. For the purposes of this section, “available” means that a public sewer line is within two hundred feet of the lot or parcel to be served. Should an existing private system fail or be in need of replacement or repair in excess of fifty percent of its value said system shall be properly abandoned and a direct connection shall be made to the public sewer.

Determining when repairs exceed fifty percent of a private system’s value is difficult to calculate and can lead to inconsistent interpretation. Establishing system value, repair cost thresholds, and compliance standards often requires case-by-case analysis and can create disputes between property owners, contractors, and the City.

Removing this language would simplify administration of the code, reduce ambiguity, and allow sewer connection decisions to be based on clear and enforceable standards.

RECOMMENDATION: Approve the amendment removing the final sentence of CEMC 13.08.100.

ATTACHMENTS:

LEAD STAFF: Mathew Bailey

AGENDA STAFF REPORT

AGENDA DATE: July 7, 2026

ACTION REQUESTED: Public Works Committee forward this item to the City Council and authorize reimbursement for the work in accordance with the Joint Entity (JE) agreement.

BACKGROUND: During construction of the City's water main improvements along State Route 903, pavement deterioration has developed between approximately Milepost 2.06 and Milepost 2.36. WSDOT has determined that the condition of the roadway has deteriorated to the point that repairs are necessary to maintain a safe roadway for the traveling public and to protect maintenance and snow removal operations.

City staff has been evaluating several alternatives to complete the permanent pavement restoration, including utilizing the City's downtown paving contractor, procuring a separate paving contractor, and performing the work with City Public Works forces. Due to scheduling constraints and the need to promptly address the roadway condition, WSDOT has elected to complete the repairs using its maintenance forces.

The repairs are currently scheduled for July 10, 2026, and will consist of milling and replacing damaged asphalt pavement and sealing pavement joints as necessary.

RECOMMENDATION: Staff recommends that the Public Works Committee forward this item to the City Council

ATTACHMENTS: WSDOT Cost Estimate
WSDOT Correspondence

LEAD STAFF: Mathew Bailey



COST ESTIMATE

Estimate Id: 106503

DATE: 06/17/2026	ORG CODE 455130	LOCATION OF WORK SR 903 Begin MP: 2.29 End MP: 2.36 Description: SR903 between Stafford ST and Shober Way in Cle Elum
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DESCRIPTION OF WORK:

Mill and fill damaged asphalt and crack seal all joints both directions.

ESTIMATE

LABOR DESCRIPTION	QTY	REG. HOURS	O/T HOURS	AMOUNT
Highway Maintenance Supervisor	1	4.0	10.0	\$1,115.52
Highway Maintenance Worker 2	10	5.0	10.0	\$10,072.00
Highway Maintenance Worker 3	2	4.0	10.0	\$2,034.12
TOTAL LABOR ESTIMATE:				\$13,221.64

EQUIPMENT TYPE	QTY	HOURS	AMOUNT
0438 - DUMP, W/ CRANE/LIFT, 15K GVWR, UNLEADED	1	10.0	\$104.90
0506 - 1 TON, CREW CAB, 4X4, UNLEADED	1	10.0	\$71.60
0537 - 3/4 TON, CREW CAB, 4X4	2	10.0	\$148.00
0614 - 60K GVWR, DOUBLE DUMP BODY, 6X4	4	10.0	\$953.20
0815 - 54K, FLUSH/ANTI ICE, 2800 GAL W/RODDER W/PLOW	1	10.0	\$169.60
0825 - 54K GVWR, FLATBED, GUARDRAIL RPR, W/KNUCKLE	1	10.0	\$156.10
0827 - <38K GVWR, ROAD WARRIOR, CREW CAB	1	10.0	\$125.70
1005 - TILT / FLATBED TRAILER, 50K LBS.	2	10.0	\$68.60
1407 - VIBRATORY, 8000-10000 LBS, 54+" DRUM	1	10.0	\$34.90
1506 - SWEEPER, SP, NON-PICKUP	1	10.0	\$78.50
1910 - PAVER, SP	1	10.0	\$73.30
1919 - HOT TAC SPRAYER, TOWABLE, 500GAL, PROPANE HEAT	1	10.0	\$14.30
2161 - MESSAGE SIGN, TRAILER MOUNTED	2	20.0	\$66.80
TOTAL EQUIPMENT ESTIMATE:			\$2,065.50

MATERIAL TYPE	QTY	AMOUNT
Asphalt - Hot Mix	40	\$3,460.00
GSS-1H (TAC OIL),	40	\$198.80
Premium Sealant joint & crack	550	\$500.50
TOTAL MATERIAL ESTIMATE:		\$4,159.30



COST ESTIMATE

MISCELLANEOUS CHARGES - DESCRIPTION		QTY	AMOUNT
Rental Crack Sealer - Daily Rate		1.0	\$500.00
Rental Grinder - Daily Rate		1.0	\$1,875.00
TOTAL MISCELLANEOUS ESTIMATE:			\$2,375.00
TOTAL CHARGES:			\$21,821.44
MAINT. AREA LOCATION:	REGION	CONT. SECTION	WORK ORDER NO:
Area 1 Bullfrog	South Central	E13903	
CREATED BY:	DATE:	OFFICE USE ONLY:	
Daren McLaughlin	06/17/2026	Estimate Only: N	
		Revised Estimate: N	
		Work Completed: N	
		Work Completed Date:	

Subject: Waterline Pavement Failure - SR 903 - MP 2.06 - 2.36
Date: Wednesday, July 1, 2026 at 4:17:52 PM Pacific Daylight Time
From: Pratt, Jason
To: Matthew Lundh, Rob Omans, Mathew Bailey
CC: White, Brian, Smith, Will, Giles, Randy, Gonseth, Paul, Sauriol, Christy, Harris, Jason, Moore, Jeanne, Patterson, Amanda (Consultant), Nicholson, Kevin
Attachments: image001.png, image002.png, 903 waterline pave repair.pdf

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

Good afternoon,

We are following up on our communications regarding the ongoing pavement failure on State Route 903, from milepost 2.06 to 2.36. This pavement failure is the result of the city's water main project and remains unresolved.

On Monday, June 29th, I had a phone conversation with Mathew Bailey on the city's intent to make these repairs this summer. We discussed several options for the city to make these repairs. These options included the following: utilizing the downtown paving contractor, using a contractor, or using city public works to make these repairs. It appears to me that these options were not ones the city could commit to at this time.

WSDOT Maintenance will perform these repairs and has scheduled this pavement repair work for July 10th, from 6 am to 6 pm. We will complete this work to WSDOT maintenance standards and will invoice the City of Cle Elum utilizing a reimbursable agreement. Attached is our estimated cost to complete this pavement repair.

WSDOT is committed to maintaining a safe roadway, and the current condition is not safe for the traveling public and our snow and ice equipment.

Thank You,

Jason Pratt

Maintenance & Operations
Superintendent
South Central Region Area 1
151 South Bullfrog Road
Cle Elum, WA 98922
jason.pratt@wsdot.wa.gov
509-577-1907 ex. 6 office
206-730-8036 cell



From: Patterson, Amanda (Consultant) <amanda.patterson@consultant.wsdot.wa.gov>
Sent: Wednesday, June 17, 2026 11:40 AM
To: Mathew Bailey <mbailey@cleelum.gov>
Cc: Moore, Jeanne <jeanne.moore@wsdot.wa.gov>; Nicholson, Kevin <kevin.nicholson@wsdot.wa.gov>; Harris, Jason <jason.harris@wsdot.wa.gov>; Pratt, Jason <jason.pratt@wsdot.wa.gov>
Subject: RE: [EXTERNAL] RE: Waterline Pavement Failure - SR 903

Hi Mathew,

I'm following up again on the timeframe for the pavement repair on SR 903, MP 2.06-2.36 related to the water main installation and subsequent settling of the roadway. Following the letter sent by Jason Harris on October 22, 2025, the City acknowledged the problem and agreed to address it this Spring. I've sent two emails (April 20 and May 14) requesting an update on the status of the pending repair, with no response. The pavement is continuing to fail and needs to be addressed by the City as soon as possible.

Please respond within 7 days by providing a timeframe and plan for correction of the failing pavement.

Thank you,

Amanda Patterson, P.E.
Utilities & Agreements Engineer
Washington State Dept. of Transportation
Amanda.Patterson@consultant.wsdot.wa.gov
Cell: 352.219.8310

Work schedule: Mon – Thurs, 06:00 – 16:30

From: Patterson, Amanda (Consultant)
Sent: Thursday, May 14, 2026 2:39 PM
To: 'Mathew Bailey' <mbailey@cleelum.gov>
Cc: Moore, Jeanne <jeanne.moore@wsdot.wa.gov>; Nicholson, Kevin <kevin.nicholson@wsdot.wa.gov>; Harris, Jason <jason.harris@wsdot.wa.gov>; Pratt, Jason <jason.pratt@wsdot.wa.gov>
Subject: RE: [EXTERNAL] RE: Waterline Pavement Failure - SR 903

Hi Mathew – following up on the message below. Please provide us with an estimated timeframe on when the pavement issue from the City's water main work on SR 903 will be addressed. Just as a reminder, we will need to review your repair plan and traffic control plans prior to the work.

Thanks,

Amanda Patterson, P.E.

Utilities & Agreements Engineer
Washington State Dept. of Transportation
Amanda.Patterson@consultant.wsdot.wa.gov
Cell: 352.219.8310

Work schedule: Mon – Thurs, 06:00 – 16:30

From: Patterson, Amanda (Consultant)
Sent: Monday, April 20, 2026 6:57 AM
To: 'Mathew Bailey' <mbailey@cleelum.gov>
Cc: Moore, Jeanne <jeanne.moore@wsdot.wa.gov>; Nicholson, Kevin <kevin.nicholson@wsdot.wa.gov>; Harris, Jason <jason.harris@wsdot.wa.gov>; Pratt, Jason <jason.pratt@wsdot.wa.gov>
Subject: RE: [EXTERNAL] RE: Waterline Pavement Failure - SR 903

Good morning Mathew,

With Spring on its way, I wanted to check in to see if you had an idea on when the pavement issue from the City's water main work on SR 903 would be addressed? Just as a reminder, we will need to review your repair plan and traffic control plans prior to the work.

Thanks!

Amanda Patterson, P.E.
Utilities & Agreements Engineer
Washington State Dept. of Transportation
Amanda.Patterson@consultant.wsdot.wa.gov
Cell: 352.219.8310

Work schedule: Mon – Thurs, 06:00 – 16:30

From: Mathew Bailey <mbailey@cleelum.gov>
Sent: Tuesday, November 18, 2025 11:36 AM
To: Patterson, Amanda (Consultant) <amanda.patterson@consultant.wsdot.wa.gov>; Pratt, Jason <jason.pratt@wsdot.wa.gov>
Cc: Gonseth, Paul <paul.gonseth@wsdot.wa.gov>; Moore, Jeanne <jeanne.moore@wsdot.wa.gov>; Nicholson, Kevin <kevin.nicholson@wsdot.wa.gov>; Harris, Jason <jason.harris@wsdot.wa.gov>
Subject: RE: [EXTERNAL] RE: Waterline Pavement Failure - SR 903

Thank you for the follow-up. We are still in the process of coordinating with our contractor regarding the pavement repair work and associated traffic control plans. With asphalt plants anticipated to shut down by Thanksgiving, it is becoming increasingly unlikely that we will be able to complete the required restoration work this season.

If the contractor is unable to schedule the repair prior to plant closure, we will plan to

complete the pavement restoration in the spring of next year as soon as conditions and material availability allow. I will provide an updated timeline and traffic control plans as soon as we have confirmation from the contractor.

Please let me know if you have any questions in the meantime.

Thank you,

Mathew Bailey
Public Works Director, City of Cle Elum
1(509) 674-5126
www.cityofcleelum.com



From: Patterson, Amanda (Consultant) <amanda.patterson@consultant.wsdot.wa.gov>
Sent: Tuesday, November 18, 2025 10:41 AM
To: Pratt, Jason <jason.pratt@wsdot.wa.gov>; Mathew Bailey <m Bailey@cleelum.gov>
Cc: Gonseth, Paul <paul.gonseth@wsdot.wa.gov>; Moore, Jeanne <jeanne.moore@wsdot.wa.gov>; Nicholson, Kevin <kevin.nicholson@wsdot.wa.gov>; Harris, Jason <jason.harris@wsdot.wa.gov>
Subject: RE: [EXTERNAL] RE: Waterline Pavement Failure - SR 903

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

Good morning Mathew,

Just wanted to follow up on Jason's email below. Do you have an estimated timeframe on when you will have the repair plan and traffic control plans for this pavement repair ready for review? As I'm sure you are aware, the asphalt plants will be shutting down soon.

Thanks!

Amanda Patterson, P.E.
Utilities & Agreements Engineer
Washington State Dept. of Transportation
Amanda.Patterson@consultant.wsdot.wa.gov
Cell: 352.219.8310

Work schedule: Mon – Thurs, 06:00 – 16:30

From: Pratt, Jason <jason.pratt@wsdot.wa.gov>
Sent: Tuesday, November 4, 2025 9:49 AM
To: Mathew Bailey <mbailey@cleelum.gov>
Cc: Gonseth, Paul <paul.gonseth@wsdot.wa.gov>; Moore, Jeanne <jeanne.moore@wsdot.wa.gov>; Patterson, Amanda (Consultant) <amanda.patterson@consultant.wsdot.wa.gov>; Nicholson, Kevin <kevin.nicholson@wsdot.wa.gov>; Harris, Jason <jason.harris@wsdot.wa.gov>
Subject: RE: [EXTERNAL] RE: Waterline Pavement Failure - SR 903

Good Morning Matthew,
Thank you for taking the time to review the pavement repairs on SR903 this morning. Kevin and I walked the area with Aaron Barr and marked the sections requiring attention.
The agreed approach on site was mill and fill. Please prepare and submit a detailed repair plan for review prior to beginning any work. It sounds like your paving contractor may be available next week, which is great.

Kindly coordinate with Jason Harris to obtain approval for the repair plan, including traffic control measures, before any work commences.

Thank You,

Jason Pratt

Maintenance & Operations
Superintendent
South Central Region Area 1
151 South Bullfrog Road
Cle Elum, WA 98922
jason.pratt@wsdot.wa.gov
509-577-1907 ex. 6 office
206-730-8036 cell



From: Harris, Jason <jason.harris@wsdot.wa.gov>
Sent: Thursday, October 23, 2025 9:26 PM
To: Mathew Bailey <mbailey@cleelum.gov>
Cc: Gonseth, Paul <paul.gonseth@wsdot.wa.gov>; Moore, Jeanne <jeanne.moore@wsdot.wa.gov>; Pratt, Jason <jason.pratt@wsdot.wa.gov>; Patterson, Amanda (Consultant) <amanda.patterson@consultant.wsdot.wa.gov>; Nicholson, Kevin <kevin.nicholson@wsdot.wa.gov>
Subject: RE: [EXTERNAL] RE: Waterline Pavement Failure - SR 903

Thank you for the quick response, Mathew. Please let us know when you have a timeline and plan for repair. Thank you.

Jason

From: Mathew Bailey <mbailey@cleelum.gov>
Sent: Thursday, October 23, 2025 10:39 AM
To: Harris, Jason <jason.harris@wsdot.wa.gov>
Cc: Gonseth, Paul <paul.gonseth@wsdot.wa.gov>; Moore, Jeanne <jeanne.moore@wsdot.wa.gov>; Pratt, Jason <jason.pratt@wsdot.wa.gov>; Patterson, Amanda (Consultant) <amanda.patterson@consultant.wsdot.wa.gov>; Nicholson, Kevin <kevin.nicholson@wsdot.wa.gov>
Subject: [EXTERNAL] RE: Waterline Pavement Failure - SR 903

WARNING: This email originated from outside of WSDOT. Please use caution with links and attachments.

We will get this repaired as soon as possible.

Thank you,

Mathew Bailey
Public Works Director, City of Cle Elum
1(509) 674-5126
www.cityofcleelum.com



From: Harris, Jason <jason.harris@wsdot.wa.gov>
Sent: Wednesday, October 22, 2025 7:31 PM
To: Mathew Bailey <mbailey@cleelum.gov>
Cc: Gonseth, Paul <paul.gonseth@wsdot.wa.gov>; Moore, Jeanne <jeanne.moore@wsdot.wa.gov>; Pratt, Jason <jason.pratt@wsdot.wa.gov>; Patterson, Amanda (Consultant) <amanda.patterson@consultant.wsdot.wa.gov>; Nicholson, Kevin <kevin.nicholson@wsdot.wa.gov>
Subject: Waterline Pavement Failure - SR 903
Importance: High

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

Good evening Mathew,

As you are aware, the pavement restoration performed by the city's contractor on SR 903 at the location of the 2023 water line work between milepost 2.06 and 2.36, is failing and does not meet Department standards. Attached is a letter notifying the city that it must be repaired as soon as possible.

Please let us know if you have any questions.

Thank you.

Jason Harris

Region Utilities & Agreements Engineer

South Central Region

Washington State Department of Transportation

509-577-1703