

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

**City Council
Agenda
August 11, 2026
6:00 PM**



119 W FIRST STREET
CLE ELUM, WA 98922

MAYOR
MATTHEW LUNDH

DEPUTY MAYOR
CASSIDY BUECHLE - CURTIS

CITY COUNCIL
BETH WILLIAMS
KEN RATLIFF
STEVEN COOK
AUDREY MALEK
STEVEN HARPER

CITY ATTORNEY
CURTIS CHAMBERS

Join Virtually via Zoom: <https://zoom.us/j/7573184018?pwd=dERndiBJVC9GdVQ1d2ISRExwZFhXZz09>
Meeting ID: 757 318 4018 Passcode: 98922

Join by Phone: 1-(253)215-8782, Meeting ID: 757 318 4018, Passcode: 98922

TextMyGov

Receive city text alerts: text CLEELUM to 91896

DISCLAIMER: The City does not guarantee that virtual or telephonic access to the City Council meeting will be available, and the City does not warrant audio quality. Attendees are encouraged to attend in person.

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1. **Call to Order, Pledge of Allegiance, and Roll Call**
 2. **Public Comment – Limited to 5 Minutes per Speaker**
 3. **Announcements, Appointments, Awards, and Recognition**
 - a. Ratify the Mayor's Appointment of Fire Advisory Committee Member
Mark Goodwin — Cle Elum Volunteer Firefighter Position
 - b. Appointment of Council Position No. 4
Bryce Wallace

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

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

 - a. Council Meeting Minutes — July 28, 2026

City Council Agenda

August 11, 2026

119 W FIRST STREET
CLE ELUM, WA 98922

- b. Payables — August 11, 2026 — \$386,572.61
- c. Payroll Vouchers — August 5, 2026 — \$387,988.25
- 6. **Public Appearances – 15-Minute Limit**
 - a. Association of Washington Cities CEO — Deanna Dawson
Certificate of Advanced Municipal Leadership — Cassidy Buechle-Curtis
- 7. **Department Head Reports**
 - a. Rob Omans — City Administrator
 - b. Mathew Bailey — Public Works Director
 - c. Shannon Johnson — Planning Director
 - d. William LaRue — Utilities Operations Manager
 - e. Ed Mills — Fire Chief
 - f. Rich Albo — Police Chief — Please see attached Report
- 8. **Business Requiring Public Hearings**
- 9. **Unfinished Business**
 - a. Ordinance 1732 — Pine Ranch Community Franchise Agreement — Second Reading — Colleda Monick — HLA Senior Planner
- 10. **New Business**
 - a. Resolution 2026-027 — Risk Management Service Agency (RMSA) Membership Agreement Documents — Erica Krum — Assistant City Administrator
 - b. Cemetery Update — Mathew Bailey — Public Works Director
- 11. **Report of Committees**
 - a. Public Works & Community Development
 - b. Public Safety & Health
 - c. Lodging Tax & Events
 - d. General Government
- 12. **Councilmember Comments - Limited to 5 Minutes**
- 13. **Mayor's Report**
- 14. **Adjournment**

Upcoming Meetings:

Lodging Tax & Events Committee Meeting — August 12, 2026, at 8:30 a.m.

Public Safety & Health Committee Meeting — August 13, 2026, at 10:00 a.m.

Civil Service Commission Meeting — August 19, 2026, at 5:15 p.m.

Regular Council Meeting — August 25, 2026, at 6:00 p.m.

General Government Committee Meeting — August 26, 2026, at 8:30 a.m.



Board/Commission Application

Your Personal Information

NAME

Mark Goodwin

EMAIL ADDRESS

goodwinmd@centurylink.net

ADDRESS

105 W 3RD ST
Cle Elum, Washington 98922
United States

PHONE NUMBER

(425) 269-3688

NUMBER OF YEARS RESIDING IN CLE ELUM

10

Board or Commission You're Applying For

BOARD OR COMMISSION YOU'RE APPLYING FOR

Fire Advisory Committee

FIRE ADVISORY POSITION YOU'RE APPLYING FOR

Fire Department Volunteer

IF YOUR FIRST CHOICE ISN'T AVAILABLE, ARE YOU INTERESTED IN SERVING ON ANOTHER BOARD OR COMMISSION?

No

Character References

LOCAL REFERENCES

Name	Phone	Email
Ed Mills	5096564062	

More About You

WHY ARE YOU INTERESTED IN SERVING ON A CITY OF CLE ELUM BOARD OR COMMISSION?

I have invested 10 years in CEFD and don't like the direction things are going. I would hope to bring a pro fire department view to the committee.

PERSONAL QUALIFICATIONS AND/OR WORK EXPERIENCE

10 years volunteer fire dept
8 years WA DNR wildland firefighter
20 years USN

COMMUNITY INVOLVEMENT (INCLUDING PREVIOUS CITY BOARD/COMMISSION SERVICE)

Parks commission in North Bend

ARE YOU ABLE TO REGULARLY ATTEND MEETINGS?

Yes

WOULD YOUR APPOINTMENT CREATE A CONFLICT OF INTEREST OR AN APPEARANCE OF A CONFLICT OF INTEREST?

No

TERMS AND CONDITIONS

By submitting this application, I certify that the information provided is true to the best of my knowledge. I further certify that I am a resident of the City of Cle Elum (or of the Cle Elum-Roslyn School District for applicable positions on the Planning Commission, Historic Preservation Commission, or the Library Board). I authorize the city to contact character references provided herein.

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

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

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



Board/Commission Application

Your Personal Information

NAME

Bryce Wallace

EMAIL ADDRESS

brycewallace86@gmail.com

ADDRESS

409 North Columbia Avenue
Cle Elum, Washington 98922
United States

PHONE NUMBER

(509) 630-0256

Minimum Requirements Verification

POSITION YOU'RE APPLYING FOR

City Council Position 1

DATE OF BEGINNING OF RESIDENCY WITHIN CITY LIMITS

11/01/1996

REQUIREMENTS VERIFICATION

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

More About You

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

I am deeply rooted in Cle Elum, having moved here with my family at age 10. This community has shaped me, and I want to give back by helping guide its future in a thoughtful, inclusive way. My eight years of honorable U.S. Navy service as a submarine radioman and repair parts petty officer taught me the value of responsibility, procedural integrity, and working collaboratively under pressure. Those skills, combined with my civilian experience, have prepared me to approach council decisions with practicality and care for all residents. After speaking at a recent city council meeting on the importance of neutrality and individual authenticity, I realized I want to contribute more directly. Cle Elum's strength lies in its mountain lifestyle, community safety, responsible growth, and respect for personal freedom and diversity. I would be honored to help preserve and strengthen that as a council member — working collaboratively to support families, inclusion, and the wellbeing of our residents.

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

I have not previously served on formal city, non-profit, or public boards, committees, task forces, or commissions. However, I have been actively involved in community service projects in Cle Elum over the years and recently spoke at

a city council meeting on community issues.
I am eager to expand my involvement through more formal roles and bring my organizational skills, reliability, and commitment to Cle Elum’s wellbeing to the City Council.

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

My eight years of honorable U.S. Navy service as a submarine radioman and repair parts petty officer provided me with extensive experience in high-pressure operational environments, inventory and resource management, procedural compliance, and team coordination. These skills, along with my work in security operations and technical roles at companies like Ebara/Intel, have strengthened my ability to analyze issues, maintain integrity under stress, and collaborate effectively toward common goals.
I also bring practical organizational skills from various civilian positions and a commitment to responsible, community-focused decision-making. I believe this background would help me contribute thoughtfully to council discussions on policy, budgeting, public safety, and long-term planning for Cle Elum.

DO YOU HOLD ANY OTHER ELECTED PUBLIC OFFICE?

No

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

No

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

Yes

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

TERMS AND CONDITIONS

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

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

☒ I agree to these terms and conditions

CLE ELUM CITY COUNCIL
MINUTES
JULY 28, 2026
6:00 PM
119 W FIRST STREET
CLE ELUM, WA 98922

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

Roll Call

Present:

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

Absent:

Excused:

Staff Present:

Matthew Lundh - Mayor
Rob Omans - City Administrator
Erica Krum - Assistant City Administrator
Mathew Bailey - Public Works Director
Rich Albo - Police Chief
Amy Pridemore - Library Director

2. Public Comment – Limited to 5 Minutes per Speaker

People who addressed the council:
Kaylee Thompson
Lucy Temple

3. Announcements, Appointments, Awards, and Recognition

4. Approval of Meeting Agenda

MOTION: Councilmember Cook made a motion to approve the agenda but add the contract extension with the Department of Commerce for the police grant to the consent agenda, and add the data center emergency moratorium Ordinance 1733 as item 10 F; seconded by Councilmember Harper.

MOTION : 6 yes 0 no.

CLE ELUM CITY COUNCIL
MINUTES
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5. Consent Agenda

MOTION: Councilmember Harper made a motion to adopt the consent agenda as amended; seconded by Councilmember Cook.

MOTION : 6 yes 0 no.

- a. Council Meeting Minutes — July 14, 2026
- b. Payables — July 28, 2026 — \$555,018.87
- c. Department of Commerce Police Grant Extension

6. Department Head Reports

- a. Rob Omans — City Administrator
Please see attached report.
- b. Mathew Bailey — Public Works Director

Councilmembers discussed the transportation plan. It was noted that the Washington State Department of Transportation (WSDOT) installed radar at the stop light on 1st Avenue outside of City Hall. Additionally, Councilmembers addressed the striping of roads. Public Works Director Mathew Bailey indicated that once the chip sealing is completed, some roads would be restriped. He also mentioned that striping and narrowing of the roads could assist in mitigating speeding in the identified problematic areas.

- c. Colleda Monick — Planning Consultant
Please see attached report.
- d. Amy Pridemore — Library Director
Please see attached report.
- e. Rich Albo — Police Chief
Please see attached report.

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7. Public Appearances – 15-Minute Limit

a. Bullfrog Flats Business Park Update – Ben Paulus – Blue Fern

Ben Paulus presented on the designated topic, and the presentation materials are attached for record-keeping purposes.

8. Business Requiring Public Hearings

9. Unfinished Business

10. New Business

a. Pine Ranch Community Franchise Agreement — First Reading — Colleda Monick — HLA Senior Planner

Colleda Monick, Planning Consultant, conducted the first reading of the Pine Ranch Community Franchise Agreement, stating that the purpose of the agreement is to facilitate the installation of stormwater and irrigation lines in the Pine Ranch Community.

b. Material Testing Contracts — Mathew Bailey — Public Works Director

Mathew Bailey, Public Works Director presented the contracts.

MOTION: Councilmember Harper made a motion to authorize the mayor to sign the material testing contracts for the signalization intersection safety improvements on 1st and Hartwig and the 1st and Oaks Avenue resurfacing projects; seconded by Councilmember Cook.

MOTION : 6 yes 0 no

c. Resolution 2026-026 — Surplus Property — Mathew Bailey — Public Works Director

Mathew Bailey, Public Works Director, presented resolution 2026-026 and mentioned these were originally for the coal mines trail, but upon inspection recently, they have weather damage.

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MOTION: Councilmember Harper made a motion to adopt resolution 2026-026; seconded by Councilmember Ratliff.

MOTION : 6 yes 0 no.

- d. [Permit Process Improvement Grant Letter of Commitment — Rob Omans — City Administrator](#)

MOTION: Councilmember Harper made a motion to authorize the mayor to sign the permit process improvement grant letter; seconded by Councilmember Ratliff.

MOTION : 6 yes 0 no.

- e. [City Clerk Job Description — Rob Omans — City Administrator](#)

MOTION: Councilmember Harper made a motion to adopt the City Clerk Position Description as edited; seconded by Councilmember Williams.

MOTION : 6 yes 0 no.

- f. [Ordinance 1733 — Emergency Data Center Moratorium](#)

Councilmember Cook presented Ordinance 1733 and Councilmember Harper expressed concerns regarding the broad language, suggesting that it requires refinement and should not be passed until further review in a subsequent emergency meeting. Councilmember Buechle-Curtis requested additional time to review the document and conduct further research, noting that this was presented to her only shortly before the meeting. Both Councilmember Harper and Councilmember Ratliff emphasized the importance of this matter due to its potential environmental impacts. The Council members agreed to schedule a special meeting on Friday, July 31, 2026, to revisit the ordinance after further refinement of the language.

11. Report of Committees

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

Councilmember Cook mentioned that the meeting is scheduled for next Tuesday at 1:00 PM and noted that he has added a discussion on ADU water connections to the agenda. Councilmember Ratliff mentioned rescheduling the meeting due to a scheduling conflict.

- b. [Public Safety & Health](#)

Councilmember Buechle-Curtis mentioned that the next meeting will be August 13, starting at 10 am, as the new meeting time.

CLE ELUM CITY COUNCIL
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c. **Lodging Tax & Events**

Councilmember Malek had nothing to report. The next meeting is scheduled for August 12th.

d. **General Government**

Councilmember Harper had nothing to report; however, it was noted that the City Clerk job description was discussed at the last meeting.

12. Councilmember Comments - Limited to 5 Minutes

Councilmember Harper mentioned the importance of adding items to the agenda post facto and emphasized the necessity of providing documents presented during the meeting to the City Clerk to ensure they are available for public viewing following the meeting.

13. Mayor's Report

The mayor reported his attendance at the ribbon-cutting ceremony for the Teanaway Training Hall. He also noted his participation in a tour of Pine Ranch alongside Colleda, Planning Consultant, and expressed enthusiasm about the progress observed. The mayor announced that he, Mathew Bailey, Public Works Director, and Erica Krum, Assistant City Administrator, will be touring the Teanaway Court and the Search and Rescue Facility near the airport tomorrow alongside Kim Shrier.

14. Executive Session

Entered into Executive Session at 7:45pm ended 7:55

15. Adjournment

The meeting was adjourned at 7:56 p.m.

Matthew Lundh, Mayor

City Clerk

CHECK REGISTER

City Of Cle Elum

07/29/2026 To: 08/11/2026

Time: 11:58:21 Date: 08/06/2026

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
3243	07/29/2026	Claims	1	EFT	AWC	638.24	Assistant City Administrator 2026 AWC Conference
3263	07/29/2026	Claims	1	EFT	Cintas Corporation	632.34	Public works mats, towels, uniforms 7/21
3267	07/29/2026	Claims	1	EFT	WA State Dept of Licensing	18.00	Gun Permits 1208
3313	07/29/2026	Claims	1	EFT	Accelerate Networks LLC	4,695.00	July 1 2026 --Telephones for all departments; June 1 2026 --Telephones for all departments; April 1 2026 --Telephones for all departments; March 1 2026 --Telephones for all departments; May 1 2026 --Te
3314	08/01/2026	Claims	1	EFT	Inland Networks	134.00	Park and shop internet
3315	08/01/2026	Claims	1	EFT	Inland Networks	35.00	Library alarm monitoring
3316	08/01/2026	Claims	1	EFT	Inland Networks	25.00	Police Dept alarm monitoring
3317	08/01/2026	Claims	1	EFT	T-Mobile	95.55	Backup internet
3318	07/29/2026	Claims	1	EFT	Santander Bank, N.A.		Should be a check
3319	07/29/2026	Claims	1	EFT	Puget Sound Energy	4,915.37	June 2026 Gas and Electric-- City hall, library, police, fire, parks, street lights, shop, restrooms, old water plant, chlorinator, cemetery Wrong amount
3320	07/29/2026	Claims	1	EFT	Puget Sound Energy		
3321	07/29/2026	Claims	1	EFT	Puget Sound Energy	1,601.13	June 6/5 to 7/8 street lights power #5847 Different reconciled dates
3322	07/29/2026	Claims	1	EFT	Puget Sound Energy		
3325	07/29/2026	Claims	1	EFT	WA State Dept of Licensing	18.00	Gun permit 1209
3335	07/29/2026	Claims	1	EFT	Cintas Corporation	651.86	Regional water/sewer -- Mats, towels, uniforms for July
3357	07/31/2026	Claims	1	EFT	Cintas Corporation	320.87	Public works mats/towels/uniforms 7/28
3371	07/31/2026	Claims	1	EFT	Chase Paymentech	2,145.19	June merchant fees utility
3372	07/31/2026	Claims	1	EFT	Chase Paymentech	1,105.00	June merchant fees non utility
3373	08/03/2026	Claims	1	EFT	Chase Paymentech	496.47	July merchant fees non utility
3374	08/03/2026	Claims	1	EFT	Chase Paymentech	1,273.63	July merchant fees utility
3378	07/30/2026	Claims	1	EFT	Puget Sound Energy	30,440.81	Jun-26 2000 Bullfrog Rd, Pump #8231 ; Jun-26 331 S Cle Elum Way #8199 ; Jun-26 500 Owens Rd #8264
3380	08/03/2026	Claims	1	EFT	Puget Sound Energy	71.47	Jun-26 1009 E Third -natural gas #8160
3459	08/03/2026	Claims	1	EFT	Xpress Bill Pay	744.59	Merchant fees for July
3460	08/03/2026	Claims	1	EFT	Puget Sound Energy	29,274.47	Power 6/8 to 7/9 for 1970 State Route 903 #8207
3461	07/31/2026	Claims	1	EFT	Puget Sound Energy	250.32	Jun-26 First St & Pennsylvania Lights #0910
3462	07/31/2026	Claims	1	EFT	Puget Sound Energy	719.96	May street lights power #5847 for TIB LED conversion street lights
3463	08/01/2026	Claims	1	EFT	Puget Sound Energy	1,370.51	Jun -26 First & Oakes Project Oakes to Peoh Lights Street #9289
3464	08/11/2026	Claims	1	48714	Brown and Jackson Septic	1,330.00	Port A Potty July 2026 -- Roslyn Coal Mine Trail location; Ronald Coal Mine Trail location; Coal Mine Trailhead location; Port A Potty July 2026 -- 519 W 2nd City Park; Port A Potty July 2026 -- 221 E

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City Of Cle Elum

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
3465	08/11/2026	Claims	1	48715	Cassidy J Buechle-Curtis	649.65	Reimburse Councilmember Buechle-Curtis for AWC Conference/3 nights
3466	08/11/2026	Claims	1	48716	Central Cleaning	400.00	Cleaning -- City Hall-7/27, Shop 7/27, Police 7/30, Library 7/31; Fire 7/31
3467	08/11/2026	Claims	1	48717	Copiers Northwest Inc.	209.34	City Hall copier JN888 overage charge 7/1-7/31 plus tax; Library JQ716/ Public Works JQ717 copier overage charge 7/1/26 to 7/31/26 overage period plus tax
3468	08/11/2026	Claims	1	48718	Dbas Easton Towing DEBA Inc dba Regans Towing	952.14	Police Dept tow and impound - 6/14/26 White Volkswagen Passat from 118 W Penn Ave, Roslyn
3469	08/11/2026	Claims	1	48719	Evergreen Rural Water of Washington	406.88	Regional Sewer Evergreen Rural Water Conference/Yakima/Neuman
3470	08/11/2026	Claims	1	48720	Grainger	90.83	Water/hex nuts x 5
3471	08/11/2026	Claims	1	48721	H.D. Fowler	818.02	Water meter supplies clamps x 6
3472	08/11/2026	Claims	1	48722	James Oil Company	2,687.02	Police Dept fuel 7/16 to 7/312; Fire Dept fuel 7/16 to 7/312; Public works fuel 7/16 to 7/312
3473	08/11/2026	Claims	1	48723	Jerrol's	162.71	City hall paper
3474	08/11/2026	Claims	1	48724	Kittitas County Dept. of Public Defense	350.00	June Defense Attorney Fees 26CR60159
3475	08/11/2026	Claims	1	48725	Kittitas County Fire District #6	210.32	Reimburse Fire #6 for fuel for brush truck as fuel card didn't work on state mobe incident 6/29 and 6/29
3476	08/11/2026	Claims	1	48726	Kittitas County Solid Waste	61.00	Garbage/Park
3477	08/11/2026	Claims	1	48727	Lab Test	831.25	Regional Sewer Testing 7/15; Regional Sewer Testing 7/14; Regional Water Testing 7/21; Regional sewer testing 7/21; Regional sewer testing 7/22
3478	08/11/2026	Claims	1	48728	Law Office of Mark W. Garka, PLLC	4,000.00	July Prosecution Services
3479	08/11/2026	Claims	1	48729	Northern Kittitas County Tribune	44.00	Ad for vacant council position
3480	08/11/2026	Claims	1	48730	Northstar Chemical	1,487.54	Regional water chemicals 7/31
3481	08/11/2026	Claims	1	48731	P&A Civil, LLC	37,975.00	Emergency repair/replace hydrant at 3rd and Billing -- approved by resolution at 7/24/26 council meeting
3482	08/11/2026	Claims	1	48732	PNW-Web Designers	NOV	Not approved.
3483	08/11/2026	Claims	1	48733	Polydyne Inc.	1,085.02	Regional water Clarifloc x 210 lb.
3484	08/11/2026	Claims	1	48734	RWC	4,270.13	Fire Dept B-511 injectors/repair; Vac truck leaf spring; Fire Dept B511 Truck regulator
3485	08/11/2026	Claims	1	48735	Santander Bank, N.A.	132,686.96	Vac truck payment #4 of #5
3486	08/11/2026	Claims	1	48736	Waste Management Corp. Serv.	114,067.02	July Solid Waste and Collection Removal
3488	07/31/2026	Claims	10	1	U.S. Bank N.A. Custody	125.00	July bond fees
511 Legislative						44.00	
513 Executive						1,287.89	
515 Legal Services						4,350.00	
518 Centralized Services						5,088.99	

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City Of Cle Elum

07/29/2026 To: 08/11/2026

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			521 Police Department			2,860.15	
			522 Fire Department			6,546.34	
			524 Protective Inspections			67.74	
			536 Cemetery			125.21	
			572 Libraries			954.00	
			576 Park Facilities			1,211.71	
		001 Current Expense/General Fund				22,536.03	
			542 Streets - Maintenance			5,432.79	
			591 Debt Service - Principal Repayment			13,346.95	
			592 Debt Service - Interest Costs			1,248.62	
		101 Street Fund				20,028.36	
			542 Streets - Maintenance			360.00	
		110 Coal Mine Trail Fund				360.00	
			534 Water Utilities			4,917.94	
			594 Capital Expenditures			37,975.00	
		401 Water Fund				42,892.94	
			537 Garbage & Solid Waste			114,074.47	
		402 Garbage Fund				114,074.47	
			534 Water Utilities			63,468.31	
		404 Water Regional Fund				63,468.31	
			591 Debt Service - Principal Repayment			58,241.23	
			592 Debt Service - Interest Costs			5,448.50	
		406 Water Capital Reserve Fund				63,689.73	
			535 Sewer			2,965.59	
		409 Sewer Fund				2,965.59	
			535 Sewer			2,119.52	
		410 Sewer Regional Fund				2,119.52	
			591 Debt Service - Principal Repayment			49,747.72	
			592 Debt Service - Interest Costs			4,653.94	
		413 Sewer Capital Reserve Fund				54,401.66	
			580 Non Expeditures			36.00	
		699 State Agency Fund 380/580				36.00	
						386,572.61	Claims: 386,572.61

Payroll

~~CHECK REGISTER~~

City Of Cle Elum

Time: 16:29:57 Date: 08/03/2026

07/04/2026 To: 08/05/2026

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
3087	07/20/2026	Payroll	1	EFT		1,500.00	
3088	07/20/2026	Payroll	1	EFT		2,000.00	
3089	07/20/2026	Payroll	1	EFT		1,600.00	
3090	07/20/2026	Payroll	1	EFT		1,300.00	
3091	07/20/2026	Payroll	1	EFT		500.00	
3092	07/20/2026	Payroll	1	EFT		2,000.00	
3093	07/20/2026	Payroll	1	EFT		750.00	
3094	07/20/2026	Payroll	1	EFT		4,000.00	
3095	07/20/2026	Payroll	1	EFT		1,000.00	
3096	07/20/2026	Payroll	1	EFT		1,500.00	
3097	07/20/2026	Payroll	1	EFT		800.00	
3098	07/20/2026	Payroll	1	EFT		2,000.00	
3099	07/20/2026	Payroll	1	EFT		2,500.00	
3100	07/20/2026	Payroll	1	EFT		2,000.00	
3101	07/20/2026	Payroll	1	EFT		1,000.00	
3102	07/20/2026	Payroll	1	EFT		3,500.00	
3103	07/20/2026	Payroll	1	EFT		2,000.00	
3104	07/20/2026	Payroll	1	EFT		800.00	
3105	07/20/2026	Payroll	1	EFT		2,000.00	
3106	07/20/2026	Payroll	1	EFT		1,500.00	
3107	07/20/2026	Payroll	1	EFT		1,000.00	
3108	07/20/2026	Payroll	1	EFT		2,000.00	
3109	07/20/2026	Payroll	1	EFT		2,000.00	
3110	07/20/2026	Payroll	1	EFT	Columbia Bank	40,000.00	941 Taxes for Draws
3382	08/05/2026	Payroll	1	EFT		8,630.88	
3383	08/05/2026	Payroll	1	EFT		4,882.87	
3384	08/05/2026	Payroll	1	EFT		3,507.46	
3385	08/05/2026	Payroll	1	EFT		5,482.52	
3386	08/05/2026	Payroll	1	EFT		5,557.45	
3387	08/05/2026	Payroll	1	EFT		3,629.80	
3388	08/05/2026	Payroll	1	EFT		309.67	
3389	08/05/2026	Payroll	1	EFT		3,707.94	
3390	08/05/2026	Payroll	1	EFT		226.85	
3391	08/05/2026	Payroll	1	EFT		2,572.00	
3392	08/05/2026	Payroll	1	EFT		226.85	
3393	08/05/2026	Payroll	1	EFT		5,719.00	
3395	08/05/2026	Payroll	1	EFT		125.68	
3396	08/05/2026	Payroll	1	EFT		7,195.29	
3397	08/05/2026	Payroll	1	EFT		3,250.66	
3398	08/05/2026	Payroll	1	EFT		226.85	
3399	08/05/2026	Payroll	1	EFT		6,621.75	
3400	08/05/2026	Payroll	1	EFT		3,556.35	
3401	08/05/2026	Payroll	1	EFT		4,167.64	
3402	08/05/2026	Payroll	1	EFT		3,537.49	
3403	08/05/2026	Payroll	1	EFT		4,393.28	
3404	08/05/2026	Payroll	1	EFT		6,580.90	
3405	08/05/2026	Payroll	1	EFT		3,900.68	
3406	08/05/2026	Payroll	1	EFT		2,491.73	
3407	08/05/2026	Payroll	1	EFT		6,329.76	
3408	08/05/2026	Payroll	1	EFT		226.85	
3409	08/05/2026	Payroll	1	EFT		2,525.06	
3410	08/05/2026	Payroll	1	EFT		4,541.95	
3411	08/05/2026	Payroll	1	EFT		3,220.42	
3412	08/05/2026	Payroll	1	EFT		4,123.51	
3413	08/05/2026	Payroll	1	EFT		4,323.92	
3414	08/05/2026	Payroll	1	EFT		6,179.72	
3415	08/05/2026	Payroll	1	EFT		3,683.58	

CHECK REGISTER

City Of Cle Elum

07/04/2026 To: 08/05/2026

Time: 16:29:57 Date: 08/03/2026

Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
3416	08/05/2026	Payroll	1	EFT		2,780.03	
3417	08/05/2026	Payroll	1	EFT		226.85	
3418	08/05/2026	Payroll	1	EFT		5,592.87	
3419	08/05/2026	Payroll	1	EFT		4,399.35	
3420	08/05/2026	Payroll	1	EFT		2,732.02	
3421	08/05/2026	Payroll	1	EFT		1,035.36	
3422	08/05/2026	Payroll	1	EFT		125.68	
3423	08/05/2026	Payroll	1	EFT		1,197.86	
3424	08/05/2026	Payroll	1	EFT		7,622.44	
3425	08/05/2026	Payroll	1	EFT		2,635.86	
3426	08/05/2026	Payroll	1	EFT		5,129.39	
3427	08/05/2026	Payroll	1	EFT		226.85	
3435	08/05/2026	Payroll	1	EFT	AWC Health Insurance	22,163.11	Pay Cycle(s) 08/05/2026 To 08/05/2026 - Asuris 250 Med/Den/Vis
3436	08/05/2026	Payroll	1	EFT	Colonial Life	521.47	Pay Cycle(s) 08/05/2026 To 08/05/2026 - Colonial Insurance Pre; Pay Cycle(s) 08/05/2026 To 08/05/2026 - Colonial Insurance
3437	08/05/2026	Payroll	1	EFT	Columbia Bank	35,481.45	941 Deposit for Pay Cycle(s) 08/05/2026 - 08/05/2026
3438	08/05/2026	Payroll	1	EFT	HRA VEBA Trust Contributions	8,720.00	Pay Cycle(s) 08/05/2026 To 08/05/2026 - Veba
3439	08/05/2026	Payroll	1	EFT	Northwest Admin Transfer Acct	7,267.00	Pay Cycle(s) 08/05/2026 To 08/05/2026 - NW Admin RWT/Dental
3440	08/05/2026	Payroll	1	EFT	Teamsters Local #760	1,919.00	Pay Cycle(s) 08/05/2026 To 08/05/2026 - Teamsters Dues
3441	08/05/2026	Payroll	1	EFT	UEBT	27,780.00	Pay Cycle(s) 08/05/2026 To 08/05/2026 - UEBT Medical Vision
3442	08/05/2026	Payroll	1	EFT	Washington State Support Registry	1,629.42	Pay Cycle(s) 08/05/2026 To 08/05/2026 - Child Support
3443	08/05/2026	Payroll	1	EFT	WA State Dept of Retirement Sys.	33,434.86	Pay Cycle(s) 08/05/2026 To 08/05/2026 - PERS2; Pay Cycle(s) 08/05/2026 To 08/05/2026 - LEOFF2; Pay Cycle(s) 08/05/2026 To 08/05/2026 - PERS 3
3444	08/05/2026	Payroll	1	EFT	WA State Dept of Retirement Sys.	2,803.46	Pay Cycle(s) 08/05/2026 To 08/05/2026 - Deferred Comp
3394	08/05/2026	Payroll	1	48711		216.85	
3429	08/05/2026	Payroll	1	48712	Bill Rolcik Memorial Fund	120.00	Pay Cycle(s) 08/05/2026 To 08/05/2026 - Bill Rock Mem Fund
3430	08/05/2026	Payroll	1	48713	WCTPTF	7,320.71	Pay Cycle(s) 08/05/2026 To 08/05/2026 - Teamsters Pension Trust
						511 Legislative	1,883.91
						512 Judicial	5,849.07
						513 Executive	24,614.73
						514 Financial, Recording & Elections	13,284.34
						521 Police Department	140,700.49
						522 Fire Department	18,781.69
						524 Protective Inspections	5,099.59
						536 Cemetery	2,433.55
						558 Planning & Community Devel	20,121.39
						572 Libraries	7,337.91
						576 Park Facilities	11,358.62
						580 Non Expenditures	-5,358.78

CHECK REGISTER

City Of Cle Elum

07/04/2026 To: 08/05/2026

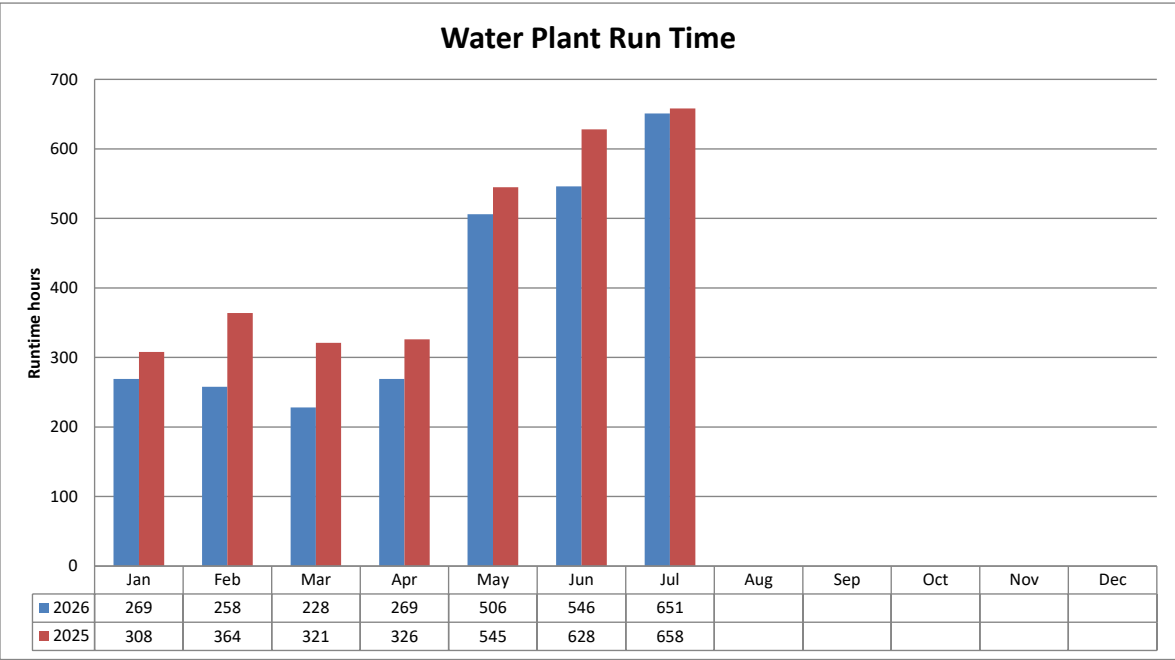
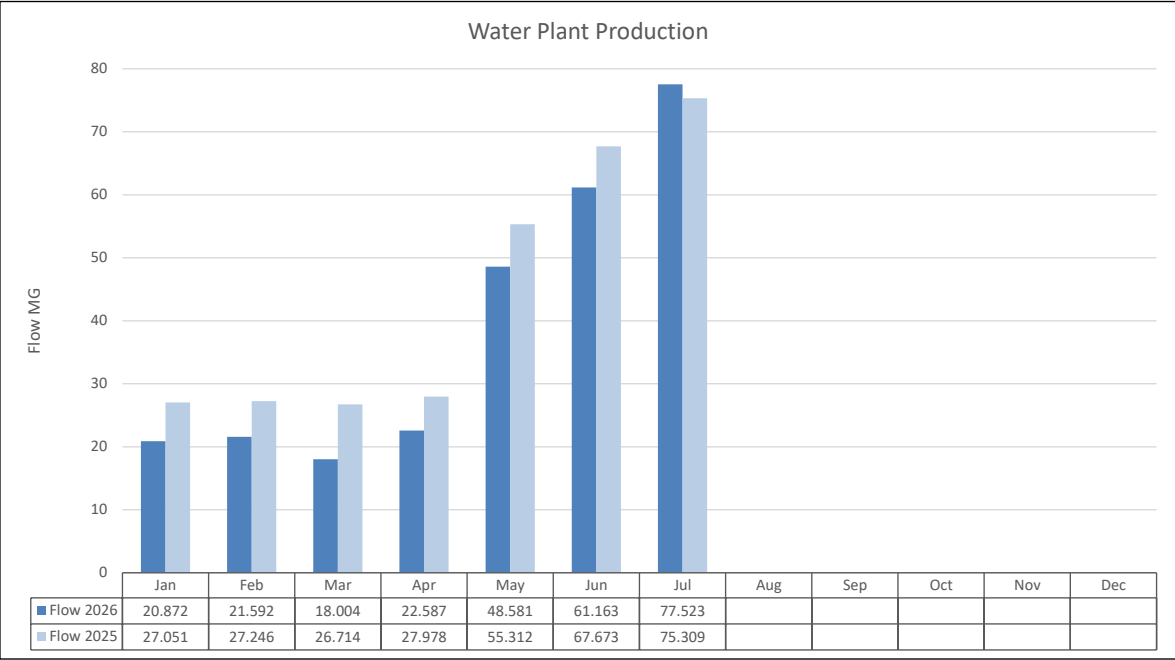
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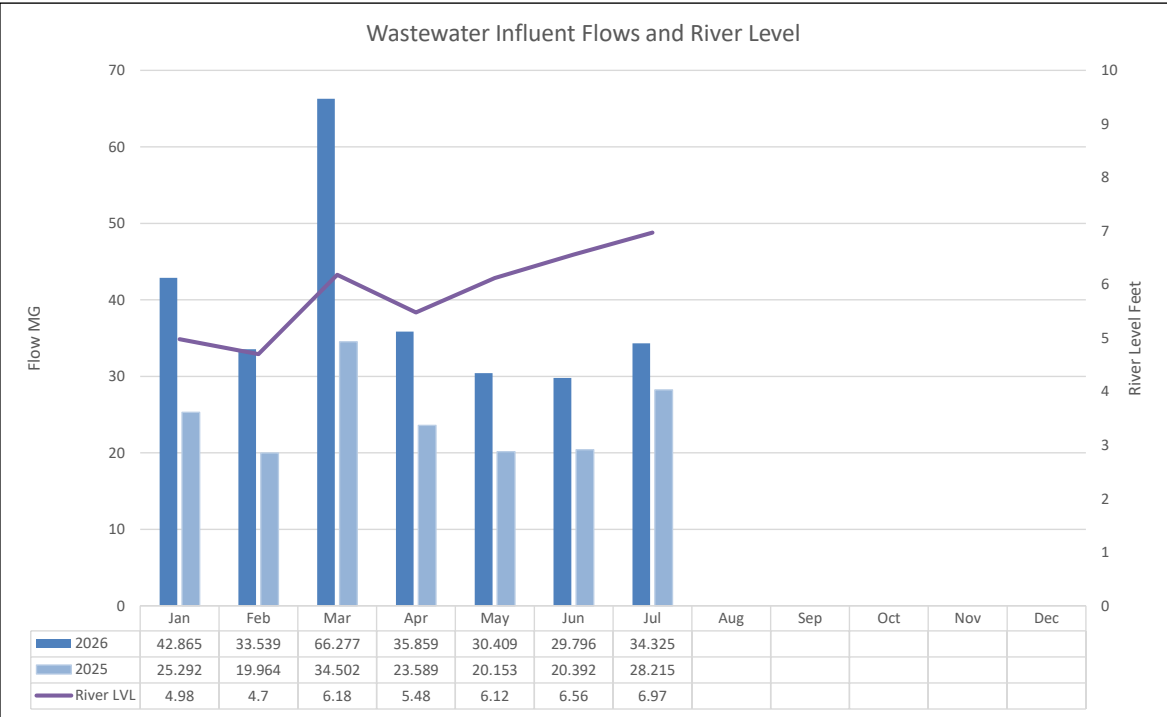
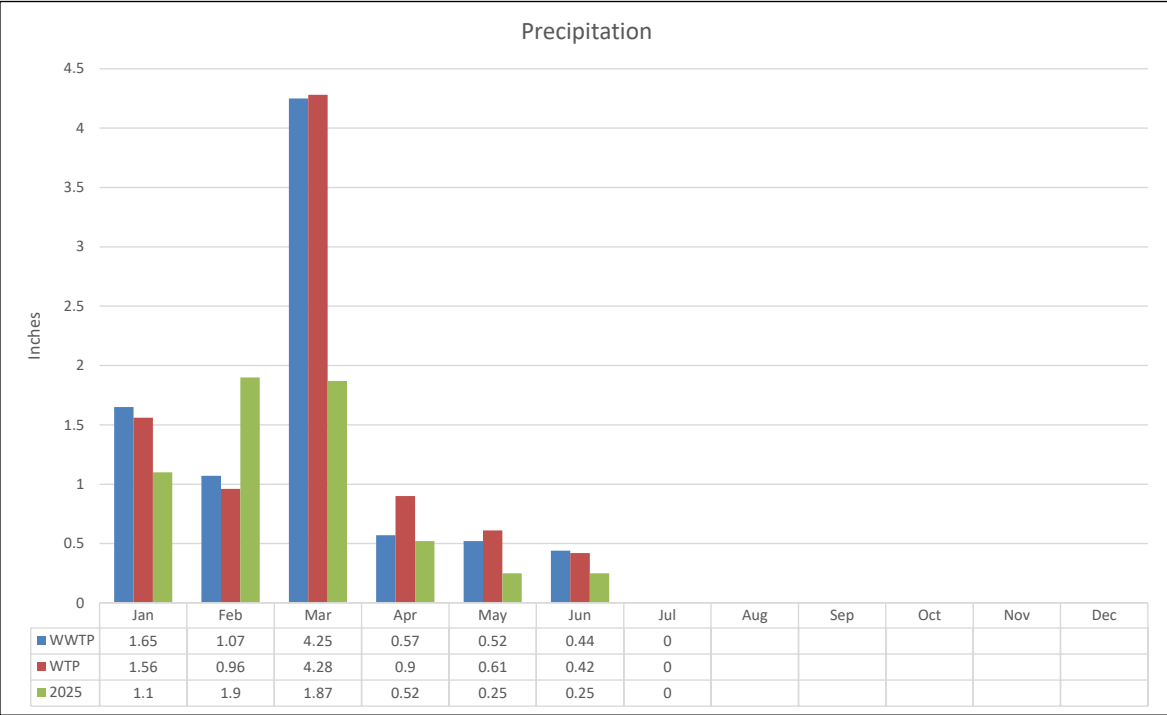
Page: 3

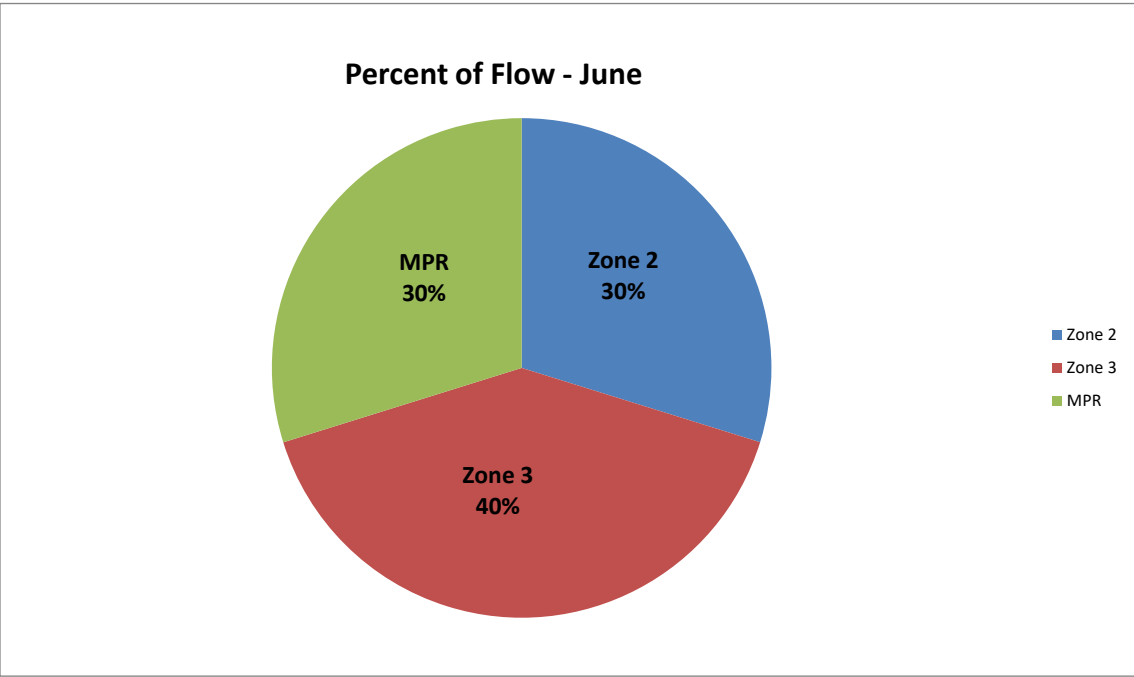
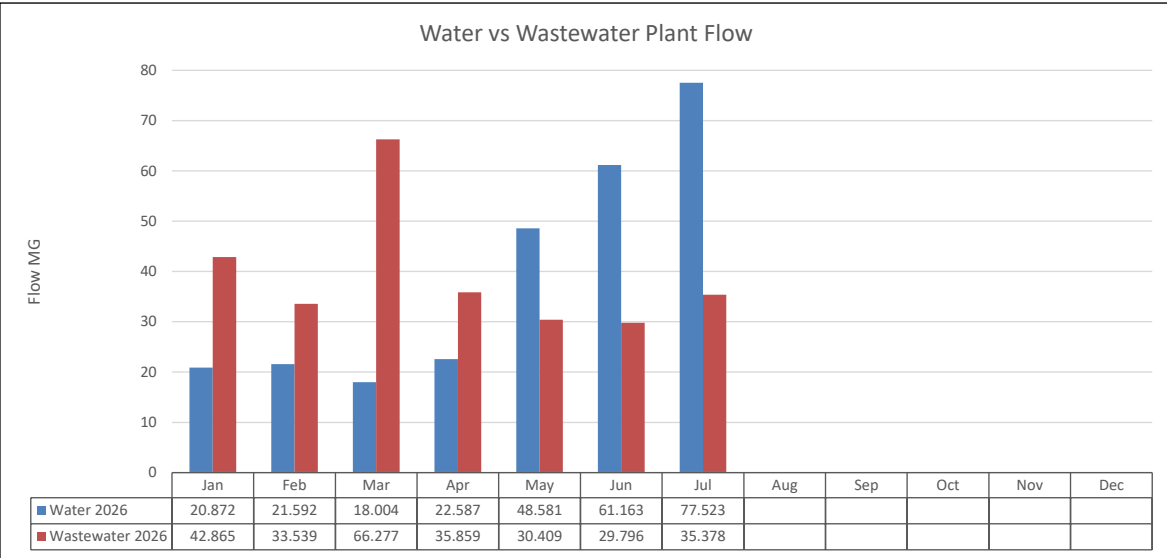
Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
		001 Current Expense/General Fund				246,106.51	
		542 Streets - Maintenance				17,407.42	
		101 Street Fund				17,407.42	
		521 Police Department				11,243.03	
		104 Police Sales Tax Reserve Fund				11,243.03	
		542 Streets - Maintenance				92.29	
		110 Coal Mine Trail Fund				92.29	
		534 Water Utilities				33,126.25	
		401 Water Fund				33,126.25	
		537 Garbage & Solid Waste				5,616.41	
		402 Garbage Fund				5,616.41	
		534 Water Utilities				18,964.19	
		404 Water Regional Fund				18,964.19	
		535 Sewer				25,711.54	
		409 Sewer Fund				25,711.54	
		535 Sewer				29,720.61	
		410 Sewer Regional Fund				29,720.61	
						387,988.25	Payroll:
							387,988.25

Public Works Council Update

- **1st Street Resurfacing /Hartwig Signal Improvements:** Projected start by end of August.
- **Zone 3 Booster Pump Installation.** On hold pending pump delivery and installation.
- **Public Works Summer Maintenance:** Irrigation repairs, Park mowing, Pothole repairs, Street sweeping, Alley grading, Cemetery maintenance, Park maintenance.
- **Stormwater Plan:** Stormwater Plan in review at Dept. of Ecology. Working toward establishing Stormwater Utility Fund. Stormwater code language under legal review.
- **Hope Source:** Construction has started. Clear and grading underway. Under ground utilities will be installed first starting with sewer. Hope Source plans to have foundations in by end of year.
- **Bullfrog Flats**
 - Currently reviewing P-4 subdivision application







Cle Elum 2nd Qtr Summary

		APR	MAY	JUN	2nd Qtr Totals
BOOKINGS					
DUI			1		1
Assault DV			1		1
Assault	1				1
Felony Arrests	1	2			3
Other Arrests		1		1	2
Juvenile Arrest					0
Warrant Arrests					0
					0
TOTAL MONTHLY BOOKINGS	2	5	1	8	
TOTAL 1ST HALF BOOKINGS					17
Citations/Infractions	APR	MAY	JUN	2nd Qtr Totals	
Traffic Infractions	2	7	7	16	
Non-Traffic Infractions	1		1	2	
Criminal Traffic Citations		1	1	2	
Criminal Non- Traffic Citations	4		1	5	
DUI Traffic Criminal Citations		3	1	4	
Parking Citations				0	
MONTHLY CITATION/INFRACTIONS	7	11	11	29	

2026

Monthly Report to Cle Elum City Council 2nd Qtr

	April '26	May '26	June '26	2nd Qtr TOTAL
Traffic Stops	42	27	39	108
DUI		3	1	4
Domestic Violence		1		1
Assault	2	1		3
Assault - Child				0
Suicidal		1	1	2
Burglary	1		1	2
Vio of Order		2		2
Mal Misch			3	3
Theft	7	6	6	19
Alarm Calls	10	11	8	29
Public Assist				
Civil Matter				
Check Welfare	27	29	25	81
Overdose				0
Kidnapping				0
Homicide				0
Robbery				0
Stab/Gunshot Wound				0
Animal at Large	4	5	2	11
Animal Problems	2	9	5	16
Motor Vehicle Collision	5	8	3	
TOTAL CALLS	271	251	252	774
2025 Total Calls	265			265

Roslyn 2nd Qtr Summary

			APR	MAY	JUN	2nd Qtr Totals
BOOKINGS						
DUI			0		0	0
Assault DV			0		0	0
Assault			0		0	0
Felony Arrests			0		0	0
Other Arrests			0	2	0	2
Juvenile Arrest			0		0	0
Warrant Arrests			0		0	0
						0
TOTAL MONTHLY BOOKINGS			0	2	0	
TOTAL 1Qtr HALF BOOKINGS						2
Citations/Infractions			APR	MAY	JUN	2nd Qtr Totals
Traffic Infractions			2	2	1	5
Non-Traffic Infractions						0
Criminal Traffic Citations			2	1		3
Criminal Non- Traffic Citations						0
DUI Traffic Criminal Citations						0
Parking Infractions			1			1
MONTHLY CITATION/INFRACTIONS			5	3	1	9

Monthly Report to Roslyn City Council

2nd Qtr

	April '26	May '26	June '26	2nd Qtr TOTAL
Traffic Stops	22	11	9	42
DUI				
Domestic Violence	1	1	1	3
Assault		1	1	2
assault - Child				
Suicidal				
Burglary				
Vio of Order				
Mal Misch		1		1
Theft	2	1	1	4
Alarm Calls	5	4		9
Public Assist	4	5	2	11
Overdose				
Kidnapping				
Homicide				
Robbery				
Stab/Gunshot Wound				
Animal at Large			1	1
Animal Problems	2	3	2	7
TOTAL CALLS	97	100	68	265
2025 Total Calls	89	91	87	267

CITY OF CLE ELUM
Planning Department

**AGENDA STAFF
REPORT**

AGENDA DATE:	<i>August 11, 2026</i>
ACTION REQUESTED:	<i>Second Reading of Pine Ranch Community Association Franchise Agreement Ordinance 1732</i>
BACKGROUND:	<i>On June 3, 2026, the City received a formal request from Risewell Homes, on behalf of Pine Ranch Community Association, requesting a franchise agreement related to stormwater and irrigation lines in the city's right-of-way in Pine Ranch Division 1 and Pine Ranch Division 3 of the Bullfrog Flats Development.</i> <i>The Ordinance before Council today reflects the City's recommended framework for granting the franchise to Pine Ranch Community Association.</i> <i>The item is now before Council for the second reading and consideration of adoption, the first reading occurred on July 28, 2026.</i>
INTERACTION:	<i>Negotiations were conducted by City Legal on behalf of the City</i>
RECOMMENDATION:	<i>To approve at the second reading of proposed ordinance on August 11, 2026; adoption</i>
HANDLING:	<i>Assistant City Administrator</i>
ATTACHMENTS:	<i>Ordinance 1732, Pine Ranch Community Association, Franchise Agreement</i>
LEAD STAFF:	<i>Colleda Monick, Senior Planner, HLA</i>

ORDINANCE NO. 1732

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLE ELUM, WASHINGTON, GRANTING TO PINE RANCH COMMUNITY ASSOCIATION A WASHINGTON NONPROFIT, A FRANCHISE FOR STORMWATER FACILITIES AND IRRIGATION MAINS

WHEREAS, Pine Ranch Community Association, a Washington State nonprofit corporation, ("Franchisee") has applied for a non-exclusive Franchise for the right of entry, use, and occupation of certain public ways within the City of Cle Elum ("City"), also referred to individually as "Party" or collectively as "Parties," expressly to install, construct, operate, maintain, repair, relocate, and remove its facilities in, on, over, under along, and/or across those public ways; and

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

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

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

WHEREAS, The City Council considered Franchisee's request for a franchise at regular meetings held on July 28, 2026, and August 11, 2026, at which times representatives of Franchisee and members of the public were afforded the opportunity to provide comment; and

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

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

Section 1. Definitions

When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular

include the plural. Words not defined herein shall be given their common and ordinary meaning. The word “shall” is always mandatory and not merely directory.

A. “Force Majeure Event” means and shall include without limitation, war, civil disturbance, flood, earthquake, or other Act of God; storm or other condition which necessitates the mobilization of the personnel of a Party or its contractors to restore utility service; laws, regulations, rules, or orders of any governmental agency; a public health emergency as declared by the State of Washington or local County governing the Franchise Area; sabotage; strikes or similar labor disputes involving personnel of a Party, its contractors, or a third party; or any failure or delay in the performance by the other Party, or third party who is not an employee, agent, or contractor of the Party claiming a Force Majeure Event, in connection with this Franchise.

B. “Franchise” means this agreement approved by Ordinance No.1732 of the City which authorizes Franchisee Facilities to provide Franchisee Services in the Franchise Area.

C. “Franchise Area” means the area depicted in Exhibit A to this Franchise.

D. “Franchisee Facilities” means stormwater collection mains, irrigation mains, and all other appurtenances necessary or convenient for the purpose of providing stormwater collection service and irrigation services, that are constructed, operated, owned, and maintained within the public ways that are located in the Franchise Area.

E. “Franchisee Services” means providing stormwater collection service for domestic use, including residential and commercial, and irrigation services for domestic use, including residential and commercial.

F. “Public Improvement” means any capital improvement, maintenance, or repair that is undertaken by or on behalf of the City and is funded by the City (either directly or indirectly with its own funds or with other public monies obtained by the City), including but not limited to any capital improvement within the City’s adopted Transportation Improvement Plan or Capital Facilities Plan.

Section 2. Grant of Right to Use Franchise Area

A. Subject to the terms and conditions stated in this Franchise, the City grants to the Franchisee general permission to enter, use, and occupy the public ways within the Franchise Area, located within the incorporated area of the City. Franchisee may locate the Franchisee’s Facilities within the Franchise Area subject to all applicable laws, regulations, and permit conditions.

B. The Franchisee is authorized to install, remove, construct, operate, maintain, relocate, upgrade, replace, restore, and repair Franchisee's Facilities to provide Franchisee Services in the Franchise Area.

C. This Franchise does not authorize the use of the Franchise Area for any facilities or services other than Franchisee Facilities and Franchisee Services, and it extends no rights or privilege relative to any facilities or services of any type, including Franchisee Facilities and Franchisee Services, on public or private property elsewhere within the City.

D. This Franchise is non-exclusive and does not prohibit the City from entering into other agreements, including other franchise agreements, impacting the Franchise Area, for any purpose that does not interfere with Franchisee's rights under this Franchise.

E. Except as explicitly set forth in this Franchise, this Franchise does not waive any rights the City has or may acquire with respect to the Franchise Area or any other City roads, public ways, or property. This Franchise will be subject to the power of eminent domain, and in any proceeding under eminent domain, the Franchisee acknowledges its use of the Franchise Area shall have no value.

F. The City reserves the right to change, regrade, relocate, abandon, or vacate any public way within the Franchise Area. If, at any time during the term of this Franchise, the City vacates any portion of the Franchise Area containing Franchisee Facilities, the City may reserve an easement for public utilities within that vacated portion, pursuant to RCW 35.79.030, within which the Franchisee may continue to operate any existing Franchisee Facilities under the terms of this Franchise for the remaining period set forth under Section 4.

G. The Franchisee agrees that its use of Franchise Area shall at all times be subordinated to and subject to the City and the public's need for municipal infrastructure, travel, and access to the Franchise Area, except as may be otherwise required by law.

Section 3. Notice

A. Written notices to the Parties shall be sent by a nationally recognized overnight courier or by certified mail to the following addresses unless a different address is designated in writing and delivered to the other Party. Any such notice shall become effective upon receipt by certified mail, confirmed delivery by overnight courier, or the date stamped received by the Party. Any communication made by e-mail or similar method will not constitute notice pursuant to this Franchise, except in case of emergency notification.

City: Public Works Department
City of Cle Elum
119 W 1st Street
Cle Elum, WA 98922
Telephone: (509) 674-5126
mbailey@cleelum.gov

with a copy to: City Clerk
City of Cle Elum
119 W 1st Street
Cle Elum, WA 98922

Franchisee: Pine Ranch Community Association
17404 Meridian E. Suite F PMB 171,
Puyallup, WA 98375
c/

with a copy to: TNHC Washington, LLC
c/o Jaden Storedahl
1700 NW Gilman Blvd., Suite 220,
Issaquah, WA 98027

B. Any changes to the above-stated Franchisee information shall be sent to the City's Right-of-Way Specialist, Public Works Department, with copies to the City Clerk, referencing the title of this Franchise.

C. Any changes to the above-stated City information shall be sent to [insert contact], referencing the title of this Franchise.

D. The above-stated Franchisee voice telephone numbers shall be staffed at least during normal business hours, Pacific time zone. The City may contact Franchisee at the following number for emergency or other needs outside of normal business hours of the Franchisee: [253-848-1947; ext. 112].

Section 4. Term of Franchise

A. This Franchise shall run for a period of twenty (20) years, from the date of Franchise Acceptance as described in Section 5 of this Franchise.

B. Automatic Extension. If the Franchisee fails to formally apply for a new franchise agreement prior to the expiration of this Franchise's term or any

extension thereof, this Franchise automatically continues month to month until a new franchise agreement is applied for and approved under the then current process or until either Party gives written notice at least one hundred and eighty (180) calendar days in advance of intent to cancel this Franchise. Franchisee shall be responsible for paying applicable fees for month-to-month Franchise status per the City Fee Schedule in effect at the time the Agreement goes into month-to-month status.

Section 5. Acceptance of Franchise

A. This Franchise will not become effective until Franchisee files with the City Clerk (1) the Statement of Acceptance (Exhibit "A"), (2) all verifications of insurance coverage specified under Section 15, and (3) payment of any outstanding application fees required in the City Fee Schedule. These three items will collectively be the "Franchise Acceptance." The date that such Franchise Acceptance is filed with the City Clerk will be the effective date of this Franchise.

B. If the Franchisee fails to file the Franchise Acceptance with the City Clerk within thirty (30) calendar days after the effective date of the ordinance approving the Franchise as described in Section 26 of this Franchise, the City's grant of the Franchise will be null and void.

Section 6. Construction and Maintenance

A. The Franchisee shall apply for, obtain, and comply with the terms of all permits required under applicable law for any work done within the City. Franchisee will comply with all applicable City, State, and Federal codes, rules, regulations, and orders in undertaking such work.

B. Franchisee agrees to coordinate its activities with the City and all other utilities located within the public way within which Franchisee is undertaking its activity.

C. The City expressly reserves the right to prescribe how and where Franchisee's Facilities will be installed within the public way and may require the removal, relocation, and/or replacement thereof in the public interest and safety at the expense of the Franchisee.

D. Franchisee's Facilities shall be constructed, installed, maintained, and repaired within the Franchise Area so as to provide safety of persons and property, and not interfere with the free passage of traffic, all in accordance with the laws of the State of Washington, and the ordinances, resolutions, rules, and regulations of the City.

E. Before beginning any work within the public way, the Franchisee will comply with the One Number Locator provisions of Chapter 19.122 RCW to identify existing utility infrastructure.

F. Tree Trimming. Upon prior written approval of the City the Franchisee shall have the authority to trim trees upon and overhanging streets, public ways, and places in the Franchise Area so as to prevent the branches of such trees from coming in physical contact with the Franchisee's Facilities. Franchisee shall be responsible for debris removal from such activities. If such debris is not removed within twenty-four (24) hours, the City may, at its sole discretion, remove such debris and charge the Franchisee for the cost thereof. This Section does not, in any instance, grant automatic authority to clear vegetation for purposes of providing a clear path for radio signals. Any such general vegetation clearing will require other permits as necessary from the City.

G. Franchisee shall not discharge any stormwater into the City's sewer or stormwater system and shall not in any way cause a violation of the City's NPDES permit or any other City permit.

Section 7. Repair and Restorations

A. If the City Engineer determines that Franchisee's Facilities or Franchisee's construction, maintenance, repair, relocation, or replacement of facilities within the Franchise Area is the cause of damage, degradation, failure, or substandard condition of a Street, during the term of this Franchise, the City will notify Franchisee in writing and Franchisee will repair or replace the subject Street in accordance with City Engineering Design Standards and subject to applicable permits, within ninety (90) calendar days of the City's notification unless granted additional time by the City Engineer. If the City determines the subject Street condition poses an immediate threat to health, safety, vital traffic operations, property, or critical areas, Section 8 shall apply.

B. For purposes of this Section, "Street" shall mean all City owned improvements within a public way, including, but not limited to, the following: pavement, sidewalks, curbing, above and below-ground utility facilities, traffic control devices, landscape areas, and vegetation in unopened rights-of-way.

Section 8. Emergency Repair Work

A. In the event of an emergency, the Franchisee may commence repair and emergency response work as required under the circumstances. The Franchisee will notify the City telephonically during normal business hours (509) 674-5126 and during non-business hours (509) 260-1246 as promptly as possible, before such repair or emergency work commences, and in writing as soon

thereafter as possible. Such notification shall include the Franchisee's emergency contact phone number for corresponding response activity.

B. The City may commence emergency response work, at any time, without prior written notice to the Franchisee, but will notify the Franchisee, in writing, as promptly as possible under the circumstances. Franchisee will reimburse the City for the City's actual cost of performing emergency response work.

Section 9. Damages to City and Third-Party Property

Franchisee agrees that if any of its actions, or the actions of any person, agent, or contractor acting on behalf of the Franchisee under this Franchise impairs or damages any City property, survey monument, or property owned by a third-party, Franchisee will restore, at its own cost and expense, the property to a safe condition. Upon returning the property to a safe condition, the property shall then be returned to the condition it was in immediately prior to being damaged (if the safe condition of the property is not the same as that which existed prior to damage). All repair work shall be performed and completed to the satisfaction of the City Engineer.

Section 10. Location Preference

A. Any structure, equipment, appurtenance, or tangible property of a utility or other franchisee, other than the Franchisee's, which was installed, constructed, completed or in place prior in time to Franchisee's application for a permit to construct or repair Franchisee's Facilities under this Franchise shall have preference as to positioning and location with respect to the Franchisee's Facilities. However, to the extent that the Franchisee's Facilities are completed and installed before another utility or other franchisee's submittal of a permit for new or additional structures, equipment, appurtenances, or tangible property, then the Franchisee's Facilities will have priority. These rules governing preference shall continue when relocating or changing the grade of any City road or public way. A relocating utility or franchisee will not cause the relocation of another utility or franchisee that otherwise would not require relocation. This Section will not apply to any City facilities or utilities that may in the future require the relocation of Franchisee's Facilities. Such relocations will be governed by Section 11.

B. When constructing new Franchisee Facilities, or replacing or reconstructing Franchisee Facilities, Franchisee shall maintain minimum underground separation requirements from all City water, sanitary sewer, and storm water facilities in accordance with the City Engineering Design and Construction Standards; provided, that for development of new areas, the City, in consultation with Franchisee and other utility purveyors or authorized users of the

Franchise Area, will develop and follow the City's determination of guidelines and procedures for determining specific utility locations, subject additionally to this agreement.

Section 11. Relocation of Franchisee Facilities

A. Whenever the City causes a Public Improvement to be constructed within the Franchise Area, and such Public Improvement requires the relocation of Franchisee Facilities within the Franchise Area (for purposes other than those described in Section 11.B below):

1. The City shall provide Franchisee with written notice requesting such relocation, along with review plans and/or other detailed document(s) for the Public Improvement that are sufficiently complete as determined by the City Engineer to allow for Franchisee's initial evaluation and coordination of the relocation. The City shall provide the Franchisee with the City's anticipated construction schedule and the date, either before or during the construction of the Public Improvement, the City requires the Franchisee to complete the relocation. If the Franchisee desires clarification, alternatives to relocation, or a relocation schedule that varies from that provided by the City, the Franchisee will provide written request to the City within fourteen (14) calendar days of receiving the relocation notice from the City and then Section 11.A.2 shall apply to the relocation, otherwise, the Franchisee agrees to conduct the relocation as required by the City and Section 11.A.2 shall not apply to the relocation.

2. Subject to the notice requirement of Section 11.A.1, the City and Franchisee shall discuss relocation requirements and schedule, and jointly identify and define the project requirements, schedule, and timeframe of relocation that the Parties agree shall govern the relocation. The Parties will document the mutual agreement of these terms in writing. Except as approved otherwise in writing by the City, in no case shall the Franchisee's relocation be completed more than 180 calendar days after initial notification by the City.

3. Franchisee shall relocate such Franchisee Facilities within the Franchise Area, at no charge to the City and in accordance with the relocation schedule required by the City or otherwise mutually agreed upon by the Parties per Section 11.A.2.

B. Whenever (1) any public or private development within the Franchise Area, other than a Public Improvement, requires the relocation of Franchisee Facilities within the Franchise Area to accommodate such development; or (2) the City requires the relocation of Franchisee Facilities within the Franchise Area for

the benefit of any person or entity other than the City (including, without limitation, any conditions or requirement imposed by the City on such person or entity pursuant to any contract or in conjunction with approvals or permits for zoning, land use, construction or development), then in such event, Franchisee shall have the right as a condition of such relocation, to require such developer, person or entity to make payment to Franchisee, at a time and upon terms acceptable to Franchisee, for any and all costs and expenses incurred by Franchisee in connection with such relocation of Franchisee Facilities.

C. Subject to the terms of this Section 11 and consistent with Section 14 and to the maximum extent provided by applicable law, Franchisee shall reimburse the City for any costs, expenses, and/or damages incurred as a result of (1) The Franchisee not providing the City accurate or sufficient location or other information regarding Franchise Facilities during design or construction of the Public Improvement, or (2) Franchisee's delay in meeting the mutually-established schedule for the relocation work required to accommodate a Public Improvement to the extent the delay is directly caused by Franchisee's breach of its obligations under this Section 11 with respect to the relocation of Franchise Facilities in accordance with the mutually established schedule for the relocation work.

D. Nothing in this Section 11 shall require Franchisee to bear any cost or expense in connection with the location or relocation of any Franchise Facilities then existing pursuant to easement or such other rights not derived from this Franchise.

E. In the event that a conflict with Franchise Facilities is discovered during construction of a Public Improvement, Section 11.A.2 shall apply except that in no case shall the Franchisee's relocation be completed more than 7 calendar days after the conflict discovery and notification by the City, except as agreed upon otherwise by the City. Additionally, any and all costs associated with the conflict shall be subject to Section 11.C.

Section 12. Abandonment and/or Removal of Franchise Facilities

A. Within one hundred and eighty (180) calendar days of Franchisee's permanent cessation of use of any portion of the Franchise Facilities, the Franchisee will, at the City's discretion, either abandon in place or remove the affected Franchise Facilities.

B. Franchisee may ask the City in writing to abandon, in whole or in part, all or any part of the Franchise Facilities. Any plan for abandonment of Franchise Facilities must be approved in writing by the City.

C. The Parties expressly agree that this Section will survive the expiration, revocation, or termination of this Franchise.

Section 13. Franchisee Information

A. Franchisee agrees to supply, at no cost to the City, any information requested by the City that the City determines is necessary to coordinate municipal functions with Franchisee's activities and fulfill any municipal obligations under state law. Said information will include, at a minimum, as-built drawings of Franchisee's Facilities, installation inventory, and maps and plans showing the location of existing or planned Franchisee Facilities within the City. Said information may be requested either in hard copy or electronic format, compatible with the City's database system, including the City's Geographic Information System (GIS) database. Franchisee will keep the City informed of its long-range plans for coordination with the City's long-range plans.

B. The Parties understand that Chapter 42.56 RCW and other applicable law may require public disclosure of information given to the City or Franchisee.

Section 14. Indemnification and Hold Harmless

A. Franchisee shall defend, indemnify, and hold harmless the City, its officers, officials, employees, and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of Franchisee's acts, errors, or omissions, or from the conduct of Franchisee's business, or from any activity, work, or thing done, permitted, or suffered by Franchisee arising from or in connection with this Franchise, except only such injury or damage as shall have been occasioned by the sole negligence of the City.

However, should a court of competent jurisdiction determine that this Franchise is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Franchisee and the City, its officers, officials, employees, and volunteers, the Franchisee's liability hereunder shall be only to the extent of the Franchisee's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Franchisee's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties. The provisions of this Section shall survive the expiration or termination of this Franchise.

B. The Franchisee will hold the City harmless from any liability arising out of or in connection with any damage or loss to the Franchisee's Facilities caused by maintenance and/or construction work performed by, or on behalf of, the City within the Franchise Area or any other City road, public way, or other property, except to the extent any such damage or loss is directly caused by the negligence of the City, or its agent performing such work.

C. The Franchisee acknowledges that neither the City nor any other public agency with responsibility for firefighting, emergency rescue, public safety, or similar duties within the City has the capability to provide trench, close trench, or confined space rescue. The Franchisee, and its agents, assigns, successors, or contractors, will make such arrangements as Franchisee deems fit for the provision of such services. The Franchisee will hold the City harmless from any liability arising out of or in connection with any damage or loss to the Franchisee for the City's failure or inability to provide such services, and, pursuant to the terms of Section 14.A., the Franchisee will indemnify the City against any and all third-party costs, claims, injuries, damages, losses, suits, or liabilities based on the City's failure or inability to provide such services.

D. The Franchisee shall be solely and completely responsible to perform all work related to this Franchise in compliance with all applicable law. The Franchisee's attention is directed to the requirements of the Washington Industrial Safety and Health Act, Chapter 49.17 RCW. The Franchisee shall be solely and completely responsible for safety and safety conditions on its job sites and for its work within the Franchise Area, including the safety of all persons and property during performance of any works therein. The services of the City or City's consultant personnel in conducting construction review of the Franchisee's work relating to the Franchise is not intended to include review of the adequacy of the Franchisee's work methods, equipment, scaffolding, or trenching, or safety measures in, on or near such job site within the public way. The Franchisee shall provide safe access for the City and its inspectors to adequately inspect the work and its conformance with applicable law and the Franchise.

E. Indemnification for Relocation. Franchisee will defend, indemnify, and hold the City harmless for any damages, claims, additional costs, or reasonable expenses and attorneys' fees, including contractor construction delay damages, assessed against or payable by the City and arising out of or resulting from Franchisee's negligence or willful misconduct contributing to Franchisee's failure to remove, adjust, or relocate any of its Franchisee Facilities in the public way in accordance with any relocation required by the City pursuant to this Franchise, provided that Franchisee will not be liable under this Section if Franchisee's failure to remove, adjust, or relocate any of its facilities is the result of a Force Majeure Event.

Section 15. Insurance

A. The Franchisee shall procure and maintain for the duration of this Franchise and as long as Franchisee has Franchisee Facilities in the Franchise Area, insurance against claims for injuries to persons or damage to property which may arise from or in connection with this Franchise.

B. No Limitation. The Franchisee's maintenance of insurance as required by this Franchise shall not be construed to limit the liability of the Franchisee to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance. The Franchisee shall obtain insurance of the types and coverage described below:

1. Commercial General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, pollution liability, and liability assumed under an insured contract. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Franchisee's Commercial General Liability insurance policy with respect this Franchise.

2. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as ISO form CA 00 01.

3. Contractors Pollution Liability insurance shall be in effect throughout the entire Franchise covering losses caused by pollution conditions that arise from the operations of the Franchisee. Contractors Pollution Liability shall cover bodily injury, property damage, cleanup costs and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims.

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

5. Excess or Umbrella Liability insurance shall be excess over and at least as broad in coverage as the Franchisee's Commercial General Liability and Automobile Liability insurance. The City shall be named as an additional insured on the Franchisee's Excess or Umbrella Liability insurance policy.

D. Minimum Amounts of Insurance. The Franchisee shall maintain insurance that meets or exceeds the following limits:

1. Commercial General Liability insurance shall be written with limits no less than \$5,000,000 each occurrence, \$5,000,000 general aggregate.

2. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$5,000,000 per accident.

3. Contractors Pollution Liability insurance shall be written in an amount of at least \$2,000,000 per loss, with an annual aggregate of at least \$2,000,000.

4. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington and employer's liability insurance with limits of not less than \$1,000,000.

5. Excess or Umbrella Liability insurance shall be written with limits of not less than \$5,000,000 per occurrence and annual aggregate. The Excess or Umbrella Liability requirement and limits may be satisfied instead through Franchisee's Commercial General Liability and Automobile Liability insurance, or any combination thereof that achieves the overall required limits.

E. Other Insurance Provisions. Franchisee's Commercial General Liability, Automobile Liability, Excess or Umbrella Liability, Contractors Pollution Liability insurance policy or policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect to the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Franchisee's insurance and shall not contribute with it.

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

G. Subcontractors. The Franchisee shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Franchisee-provided insurance as set forth herein, including limits no less than what is required of Franchisee under this Franchise. The Franchisee shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 26.

H. Verification of Coverage. The Franchisee shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of this Franchise. Upon request by the City, the Franchisee shall furnish certified copies of all required insurance policies, including endorsements, required in this Franchise and evidence of all subcontractors' coverage.

I. Notice of Cancellation. Franchisee shall provide the City with written notice of any policy cancellation within five (5) calendar days of their receipt of such notice.

J. Failure to Maintain Insurance. Failure on the part of the Franchisee to maintain the insurance as required shall constitute a material breach of this Franchise, upon which the City may, after giving five (5) calendar days' written notice to the Franchisee to correct the breach, terminate the Franchise.

K. City Full Availability of Franchisee Limits. If the Franchisee maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Franchisee, irrespective of whether such limits maintained by the Franchisee are greater than those required by this Franchise or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Franchisee.

L. Franchisee – Self-Insurance. Franchisee will have the right to self-insure any or all of the above-required insurance. Any such self-insurance is subject to approval by the City. If the Franchisee is self-insured or becomes self-insured during the term of the Franchise, Franchisee or its affiliated parent entity shall comply with the following: (1) Franchisee shall submit a letter to the City stating which of the above required insurance provisions in this Section 15 Franchisee proposes to self-insure; (2) provide the City, upon request, a copy of Franchisee's or its parent company's most recent audited financial statements, if such financial statements are not otherwise publicly available; (3) Franchisee or its parent company is responsible for all payments within the self-insured retention; and (4) Franchisee assumes all defense and indemnity obligations as outlined in Section 14.

Section 16. Financial Security

A. Franchisee shall provide a performance bond in the amount of fifty thousand dollars (\$50,000) to ensure the faithful performance of its responsibilities under this Franchise and applicable law, including, by way of example and not

limitation, its obligations to relocate and remove its Franchise Facilities. The performance bond shall be in a standard industry form. Franchisee shall pay all premiums or costs associated with maintaining the bond and shall keep the same in full force and effect at all times.

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

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

1. Failure of Franchisee to pay the City sums due under the terms of this Franchise;
2. Reimbursement of costs borne by the City to correct Franchise violations not corrected by Franchisee; and
3. Damages assessed against Franchisee as provided in this Franchise.

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

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

Section 17. Successors and Assignees

A. All the provisions, conditions, regulations, and requirements contained in this Franchise are binding upon the successors, assigns of, and independent contractors of the Franchisee, and all rights and privileges, as well as all obligations and liabilities of the Franchisee will inure to its successors, assignees, and contractors equally as if they were specifically mentioned herein wherever the Franchisee is mentioned.

B. This Franchise will not be leased, assigned, or otherwise alienated without the express prior consent of the City by ordinance.

C. Franchisee and any proposed assignee or transferee will provide and certify the following to the City not less than ninety (90) calendar days prior to the proposed date of transfer: (1) Complete information setting forth the nature, term and conditions of the proposed assignment or transfer; (2) All information required by the City of an applicant for a Franchise with respect to the proposed assignee or transferee; and, (3) An application fee in the amount established by the City's fee schedule, plus any other costs actually and reasonably incurred by the City in processing and investigating the proposed assignment or transfer.

D. Before the City's consideration of a request by Franchisee to consent to a Franchise assignment or transfer, the proposed Assignee or Transferee will file with the City a written promise to unconditionally accept all terms of the Franchise, effective upon such transfer or assignment of the Franchise. The City is under no obligation to undertake any investigation of the transferor's state of compliance and failure of the City to insist on full compliance before transfer does not waive any right to insist on full compliance thereafter.

Section 18. Dispute Resolution

A. In the event of a dispute between the City and the Franchisee arising by reason of this Franchise, the dispute will first be referred to the operational officers or representatives designated by City and Franchisee to have oversight over the administration of this Franchise. The officers or representatives will meet within thirty (30) calendar days of either Party's request for a meeting, whichever request is first, and the Parties will make a good faith effort to achieve a resolution of the dispute.

B. If the parties fail to achieve a resolution of the dispute in this manner, either Party may then pursue any available judicial remedies. This Franchise will be governed by and construed in accordance with the laws of the State of Washington. If any suit, arbitration, or other proceeding is instituted to enforce any term of this Franchise, the Parties specifically understand and agree that venue will be exclusively in Kittitas County, Washington.

Section 19. Enforcement and Remedies

A. If the Franchisee willfully violates or fails to comply with any of the provisions of this Franchise through willful or unreasonable negligence, or fails to comply with any notice given to Franchisee under the provisions of this Franchise, the City may, at its discretion, provide Franchisee with written notice to cure the breach within thirty (30) calendar days of notification. If the City determines the breach cannot be cured within thirty (30) calendar days, the City may specify a longer cure period, and condition the extension of time on Franchisee's submittal of a plan to cure the breach within the specified period, commencement of work within the original thirty (30) calendar day cure period, and diligent prosecution of the work to completion. If the breach is not cured within the specified time, or the Franchisee does not comply with the specified conditions, the City may, at its discretion, either (1) revoke the Franchise with no further notification, or (2) impose liquidated damages of Five Hundred Dollars (\$500.00) per day for every day after the expiration of the cure period that the breach is not cured. The Parties agree that the actual damages to the City from Franchisee failing to cure are not easily calculated and agree that the liquidated damages amount are a reasonable forecast of just compensation.

B. If the City determines that Franchisee is acting beyond the scope of permission granted in this Franchise for Franchisee Facilities and Franchisee Services, the City reserves the right to cancel this Franchise and require the Franchisee to apply for, obtain, and comply with all applicable City permits, franchises, or other City permissions for such actions, and if the Franchisee's actions are not allowed under applicable federal, state, or City laws, to compel Franchisee to cease those actions.

C. If Franchisee fails to substantially comply with any one or more of the provisions of this Franchise, Franchisee agrees to be responsible for any damages the City suffers as a result of Franchisee's failure (including, but not limited to: City staff time, material and equipment costs, compensation or indemnification of third parties, the cost of removal or abandonment of Franchisee Facilities, and any penalties or fines the City incurs due to Franchisee's failure to substantially comply).

Section 20. Compliance with Laws and Regulations

A. This Franchise is subject to, and the Franchisee will comply with all applicable federal, state, and City laws, regulations, and policies (including all applicable elements of the City's comprehensive plan), in conformance with federal laws and regulations, affecting performance under this Franchise. The Franchisee will be subject to the police power of the City to adopt and enforce general

ordinances necessary to protect the safety and welfare of the general public in relation to the rights granted in the Franchise Area.

B. The City reserves the right at any time to amend this Franchise to conform to any federal or state statute or regulation relating to the public health, safety, and welfare, or relating to roadway regulation, or a City Ordinance enacted pursuant to such federal or state statute or regulation enacted, amended, or adopted after the effective date of this Franchise if it provides Franchisee with thirty (30) calendar days written notice of its action setting forth the full text of the amendment and identifying the statute, regulation, or ordinance requiring the amendment. The amendment will become automatically effective on expiration of the notice period unless, before expiration of that period, the Franchisee makes a written call for negotiations over the terms of the amendment. If the Parties do not reach agreement as to the terms of the amendment within thirty (30) calendar days of the call for negotiations, the City may enact the proposed amendment, by incorporating the Franchisee's concerns to the maximum extent the City deems possible.

C. The City may terminate this Franchise upon thirty (30) calendar days written notice to the Franchisee if the Franchisee fails to comply with such amendment or modification.

Section 21. License, Tax and Other Charges

A. The City reserves the right to impose, to the extent authorized by law, a utility tax on the Franchisee and/or to charge the Franchisee a reasonable fee for services provided or rights granted under this Franchise.

B. The Franchisee agrees that it shall be subject to all authority now or later possessed by the City or any other governing body having competent jurisdiction to fix just, reasonable, and compensatory rates for services under this Franchise.

C. This Franchise will not exempt the Franchisee from any future license, tax, or charge which the City may adopt if authority is granted to it under state or federal law for revenue or as reimbursement for use and occupancy of the Franchise Area.

Section 22. Consequential Damages Limitation

Notwithstanding any other provision of this Franchise, in no event will either Party be liable for any incidental, indirect, punitive, reliance, consequential, or similar damages.

Section 23. Severability

If any portion of this Franchise is deemed invalid, the remainder portions will remain in effect, unless doing so will deny a party valuable consideration.

Section 24. Titles

The Section titles are for reference only and should not be used for the purpose of interpreting this Franchise.

Section 25. Implementation

The Mayor is authorized to implement those administrative procedures necessary to carry out the directions of this legislation.

Section 26. Effective Date

This Ordinance will take effect and be in force five (5) calendar days from and after its passage, approval, and publication as provided by law.

INTRODUCED: _____

PASSED: _____

APPROVED: _____

MATTHEW LUNDH, MAYOR

ATTEST:

APPROVED AS TO FORM:

Erica Krum, City Clerk
Attorney

Curtis J. Chambers, City

Published: _____

EXHIBIT "A"

STATEMENT OF ACCEPTANCE

Pine Ranch Community Association, a Washington State nonprofit corporation, for itself, its successors and assigns, hereby accepts and agrees to be bound by all lawful terms, conditions and provisions of the Franchise attached hereto and incorporated herein by this reference.

Franchisee Name: _____

Address: _____

City, State, Zip: _____

By: _____
Signature

Date: _____

Name: _____
Print

Title: _____

STATE OF _____)
COUNTY OF _____)ss.

On this ____ day of _____, 20__, before me the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared, _____ of _____, the company that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the date hereinabove set forth.

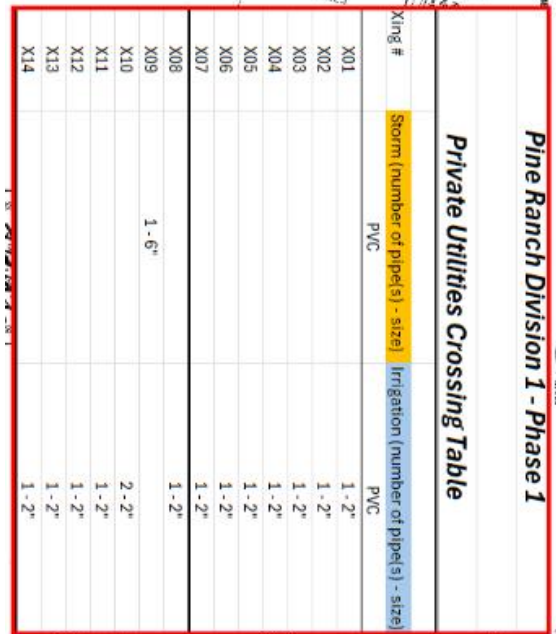
Signature

NOTARY PUBLIC in and for the State of _____, residing at _____

MY COMMISSION EXPIRES: _____

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14 / 144

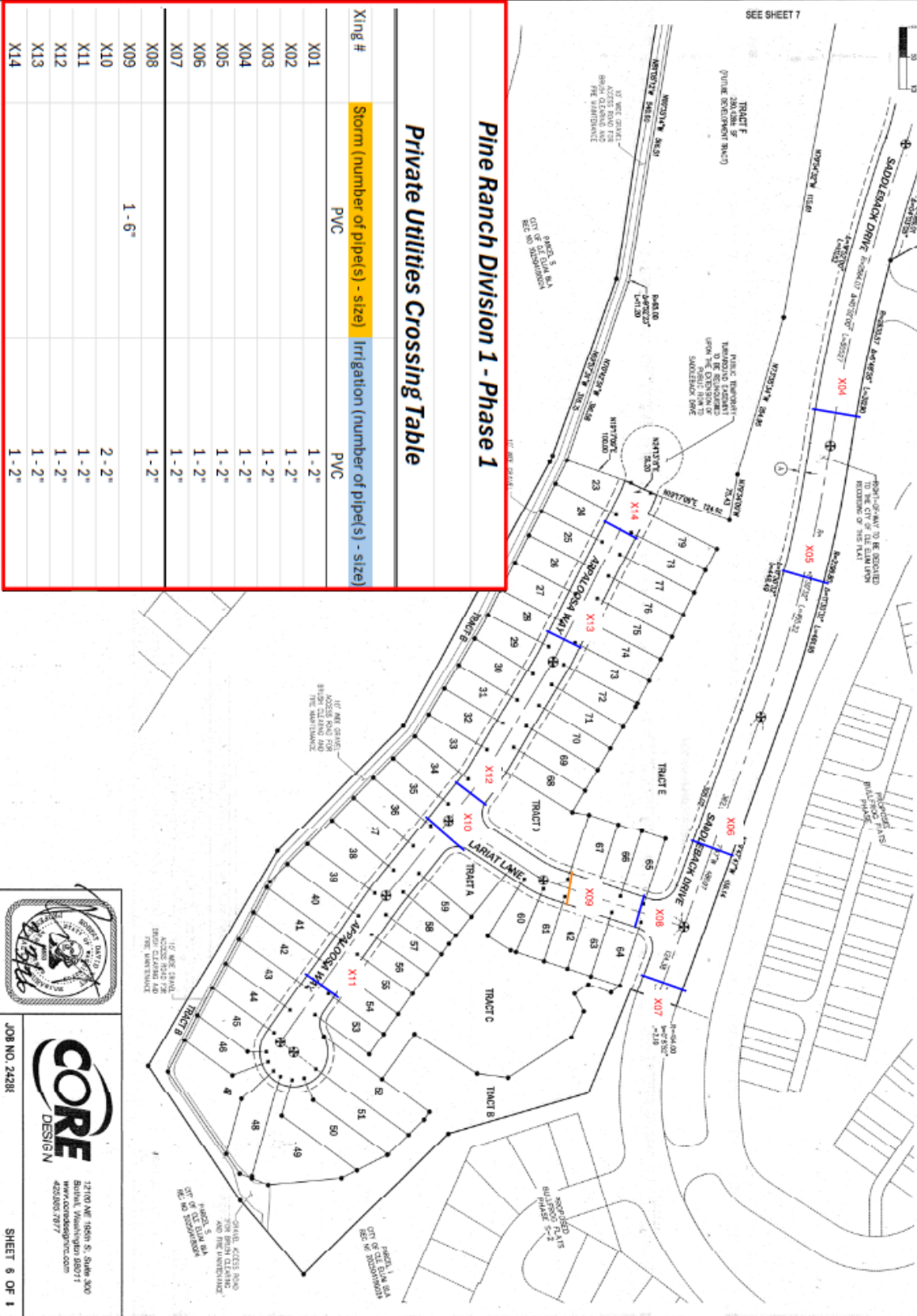
LINE PAIR		
LINE #	LINE NAME	LINE(TH)
1	NOV 25/27	3.20
2	NOV 25/27	11.61
4	NOV 25/26	3.20
5	NOV 25/26	0.79
6	NOV 25/26	11.61
7	NOV 25/26	1.70
8	NOV 25/27	3.20
9	NOV 25/26	6.35
10	NOV 27/28	22.26
11	NOV 25/26	3.53
12	NOV 27/28	20.51
13	NOV 25/26	12.60
14	NOV 25/26	17.22
15	NOV 25/26	6.30
16	NOV 25/26	11.25



PINE RANCH DIVISION 1, PHASE 1

A PORTION OF THE SE 1/4 AND SW 1/4 OF THE NE 1/4
AND A PORTION OF THE SE 1/4 AND NW 1/4 OF THE SE 1/4 OF SECTION 26,
RANGE 14N, TOWNSHIP 20N, RANGE 15E, SECTION 18,
COUNTY OF CLATSOP, WASHINGTON

14/11/23



CORE DESIGN

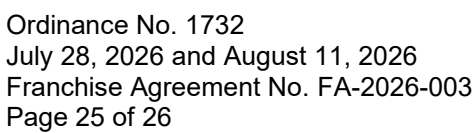
22100 NE 156TH ST, SUITE 200
REDMOND, WA 98073
WWW.COREDESIGNINC.COM
425.863.7877

JOB NO. 242R SHEET 6 OF 1

A PLAT COMMUNITY
A PORTION OF THE NE 1/4 AND THE NW 1/4 OF SECTION 28
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Vol. / Pg.

SHOULD I BACK
UP MY DATA

X07



Pine Ranch Division 3 - Phase 1			
Private Utilities Crossing Table			
King #	Storm (number of pipe(s) - size)	Irrigation (number of pipe(s) - size)	
	PVC	PVC	
X01		2 - 2"	
X02		2 - 2"	
X03		2 - 2"	
X04		2 - 2"	
X05		2 - 2"	
X06		2 - 2"	
X07		1 - 2"	
X08		1 - 2"	
X09		1 - 2"	

CITY OF CLE ELUM
City Administration

**AGENDA STAFF
REPORT**

AGENDA DATE: August 11, 2026

ACTION REQUESTED: Motion to approve the Mayor to sign Resolution 2026-027 Authorizing Membership in the Association of Washington Cities (AWC) and Risk Management Service Agency (RMSA)

BACKGROUND: At the beginning of the year, we notified our current insurance provider, WCIA, that the City would be exploring other insurance options in advance of our upcoming renewal. In June, WCIA's Board voted to non-renew the City's membership effective at the end of the current coverage term (12-31-2026). During that same month, RMSA reviewed the City's application and voted to accept the City as a member, with coverage and membership scheduled to begin on January 1, 2027. This transition will provide uninterrupted insurance coverage for the City following the expiration of our current policy with WCIA.

RECOMMENDATION: Adoption of Resolution 2026-027 Authorizing Membership in the Association of Washington Cities (AWC) and Risk Management Service Agency (RMSA)

ATTACHMENTS: Resolution 2026-027
Interlocal Agreement
Bylaws

LEAD STAFF: Erica Krum

CITY OF CLE ELUM WASHINGTON

RESOLUTION NO. 2026-027

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLE ELUM, WASHINGTON, AUTHORIZING MEMBERSHIP IN THE ASSOCIATION OF WASHINGTON CITIES (AWC) AND RISK MANAGEMENT SERVICE AGENCY (RMSA)

WHEREAS, the City of Cle Elum is a city operating under the Mayor-Council form of government pursuant to RCW Title 35: and

WHEREAS, the Association of Washington Cities Risk Management Service Agency (AWC RMSA) is a municipal self-insurance pool formed January 1, 1989 under RCW 48.62, to provide its members the opportunity to self-insure or pool their primary risks to enhance their ability to control their insurance programs and coverages and providing its members cost stability and the potential for long-term savings; and

WHEREAS, AWC RMSA is sponsored by the Association of Washington Cities as a service to Washington cities, towns, and special districts; and

WHEREAS, on August 11, 2026, the City of Cle Elum Council passed Resolution 2026-027 confirming City of Cle Elum's application for membership in the AWC RMSA; and

WHEREAS, the City of Cle Elum has reviewed and analyzed the AWC RMSA Interlocal Agreement and bylaws, with legal counsel for compliance with the Charter and Ordinances, or both, of the City of Cle Elum; and

WHEREAS, the City of Cle Elum concludes that membership in the AWC RMSA would be beneficial in managing the municipal risks involved in providing services to our citizens;

NOW, THEREFORE, BE IT RESOLVED BY THE Council of the City of Cle Elum that the Interlocal Agreement between City of Cle Elum and the AWC RMSA in the form attached hereto as Exhibit A is hereby approved and that City of Cle Elum does hereby:

1. Authorize the City of Cle Elum's membership in the AWC RMSA;

2. Authorize the Mayor to execute the AWC RMSA Interlocal Agreement on behalf of City of Cle Elum;
3. Agree to adhere to the AWC RMSA risk management philosophy and standards as set forth by the pool; and
4. Agree to enter into and abide by the AWC RMSA Interlocal Agreement and all other AWC RMSA governing documents, which, along with this Resolution, constitute a contract between the City of Cle Elum and the AWC RMSA.

The City of Cle Elum will become a member starting **January 1, 2027.**

PASSED by the City Council the 11th day of August, 2026.

CITY OF CLE ELUM

Matthew Lundh, Mayor

ATTEST/AUTHENTICATED:

Erica Krum, City Clerk

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

**INTERLOCAL AGREEMENT OF
THE ASSOCIATION OF WASHINGTON CITIES
RISK MANAGEMENT SERVICE AGENCY
(AWC-RMSA)**

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INTERLOCAL AGREEMENT: OF THE ASSOCIATION OF WASHINGTON CITIES RISK MANAGEMENT SERVICE AGENCY

PREAMBLE

State law authorizes the formation of pooling organizations to provide insurance, to reduce the amount and frequency of the Members' losses, and to decrease the cost incurred by the Members in the handling and litigation of claims. This Agreement provides for self-insurance pooling and/or the economical purchase of Insurance coverage for Local Governmental Entities. This Agreement is made and entered into in the State of Washington by and among the Members organized and existing under the Constitution or laws of the State of Washington, hereinafter collectively referred to as "Members", and individually as "Member", which are parties signatory to this Agreement.

RECITALS

WHEREAS, Chapter 48.62 RCW provides that two or more local governmental agencies may, by Interlocal Agreement, provide insurance for any purpose by one or more of certain specified methods;

WHEREAS, the Association of Washington Cities, the sponsoring entity, of the Risk Management Service Agency ("Agency"), would like to maintain the long-standing relationship that has been achieved over the years because of the mutual goals of both entities, which is to support all cities and towns in Washington State;

WHEREAS, the Association of Washington Cities as sponsor of the Agency desires to provide its Members, as well as other Local Governmental Entities, the opportunity to jointly self-insure or pool their primary risks to enhance their ability to control their insurance programs and coverages;

WHEREAS, each of the parties to this Agreement desires to join together with the other parties for the purpose of pooling their self-insured losses and jointly purchasing excess insurance and administrative services in connection with a Joint Self-Insurance program for said parties; and

WHEREAS, it appears economically feasible and practical for the parties to this Agreement to do so;

NOW, THEREFORE, in consideration of all of the mutual benefits, covenants and agreements contained herein the parties hereto agree as follows:

ARTICLE 1 Definitions

The following definitions shall apply to the provisions of this Agreement:

- 1.1 **"Administrative Agent,"** shall mean the Association of Washington Cities that provides the contracted administrative services for the Agency.
- 1.2 **"Agency"** shall mean the Association of Washington Cities Risk Management Service Agency (RMSA).
- 1.3 **"Agreement"** shall mean the Interlocal Agreement, however amended, among and between the Agency and the Members.
- 1.4 **"Assessment"** shall mean the monies paid by the Members to the Agency.

- 1.5 **“Association”** shall mean the Association of Washington Cities.
- 1.6 **“Board of Directors”** or **“Board”** shall mean the governing body of the Risk Management Service Agency (RMSA) as duly elected by the members of the Agency.
- 1.7 **“Bylaws”** shall mean the document(s) that provides for the governance and operation of the Agency. “Bylaws” mean the Bylaws adopted by the Board of Directors of the Agency and all duly adopted amendments and revisions thereto, however amended.
- 1.8 **“Claim(s)”** means a demand for payment for damages against the Agency arising out of occurrences within the Coverage Agreement; or policy benefit because of the occurrence of an event that includes, but is not limited to, the destruction or damage of property or reputation, bodily injury or death and alleged civil rights violations.
- 1.9 **“Coverage Agreement”** shall mean the coverage document(s) established by the Board of Directors and intended to address the general claim operations of the Agency.
- 1.10 **“Excess insurance”** shall mean that insurance purchased or other financing arrangements made on behalf of the Agency to protect the funds of the Agency against catastrophes or against an unusual frequency of losses during a single year.
- 1.11 **“Fiscal Year”** shall mean that period of 12 months, from January 1 to December 31, which is established as the fiscal year of the Agency.
- 1.12 **“Insurance”** shall mean and include self-insurance through a funded program and/or commercial insurance contract.
- 1.13 **“Interlocal Agreement”** means an Agreement established under the Interlocal Cooperation Act defined in Chapter 39.34 RCW which permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and therefore, to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities.
- 1.14 **“Joint Self-Insurance Program”** means two or more Local Government Entities which have entered into a cooperative risk sharing Agreement subject to regulation under Chapter 48.62 RCW.
- 1.15 **“Local Governmental Entity”** shall mean every unit of local government, both general purpose and special purpose, and shall include, but not be limited to, counties, cities, towns, port districts, public utility districts, water districts, sewer districts, fire protection districts, irrigation districts, metropolitan municipal corporations, conservation districts, and other political subdivisions, governmental subdivisions, municipal corporations, and quasi municipal corporations.
- 1.16 **“Member”** – shall mean any eligible entity which participates in the Agency, pays the annual Assessment and is signatory to the Agency’s Interlocal Agreement.
- 1.17 **“Member Standards”** shall mean the required and advisory standards adopted by the Board of Directors in an effort to provide consistent administrative practices for members, with the goal of reducing property and liability losses.
- 1.18 **“Operating Committee”** shall mean the standing advisory committee to the Board.
- 1.19 **“Reassessment”** shall mean additional monies paid by the Members to the Joint Self-Insurance Program if claims shall exceed assets.

- 1.20 **“Risk Sharing”** means a decision by the Members of a Joint Self Insurance program to jointly absorb certain or specific financial exposures to risks of loss through the creation of a formal program of advance funding of actuarially determined anticipated losses; and/or joint purchase of Insurance or reinsurance as a Member of a Joint Self-Insurance program formed under Chapter 48.62 RCW.
- 1.21 **“Signatory”** or **“Signatories”** shall mean those parties who sign this Agreement, including execution by counterpart, thereby becoming a Member of the Agency bound by the terms of this Agreement.
- 1.22 **“Special Committee”** – shall mean committees of the Agency created by the Board of Directors.

ARTICLE 2 Risk Sharing

- 2.1 This Agreement is entered into by the Members to provide for Joint Self-Insurance pooling and/or the economical purchase of Insurance coverage, risk management services, and property and liability claims administration. Furthermore, the purpose of the Agreement is to reduce the amount and frequency of the Members' losses and to decrease the cost incurred by the Members in the handling and litigation of claims. This purpose shall be accomplished through the exercise of the powers of the Members jointly in the creation of a separate public Agency, the Association of Washington Cities Risk Management Service Agency, to direct and administer a Joint Self-Insurance Program wherein the Members will engage in certain activities, including but not limited to the following:
- 2.1.1 Risk Sharing
 - 2.1.2 Joint purchase of insurance which may include, but is not limited to Excess and or reinsurance; and
 - 2.1.3 Joint purchase of administrative and other services including:
 - 2.1.3.1 Claims adjusting;
 - 2.1.3.2 Data processing;
 - 2.1.3.3 Risk management consulting;
 - 2.1.3.4 Loss prevention;
 - 2.1.3.5 Legal; and
 - 2.1.3.6 Miscellaneous related services.
- 2.2 It is also the purpose of the Agreement to provide, to the extent permitted by law, for the inclusion at a subsequent date of such additional Local Government Entities organized and existing under the Constitution or laws of the State of Washington as may desire to become parties to this Agreement and Members of the Agency, subject to approval by the Board of Directors.
- 2.3 This Agreement may but is not required to provide, to the extent permitted by law, that the Agency may, at the discretion of its directors, contract with non-member Local Government Entities in the State of Washington.

Article 3 Agency Offices

- 3.1 Principal Executive Office

The principal executive office for the transaction of business of the Agency shall be located at 1076 Franklin St. SE, Olympia, WA 98501. The Administrative Agent in cooperation with the Board of Directors of the Agency shall have the authority to change the location of the principal executive office from time to time.

3.2 Other Offices

Other business offices may be at any time be established by the Administrative Agent in cooperation with the Board of Directors of the Agency at any place or places where the Agency is qualified to do business.

ARTICLE 4

Parties to Agreement

Each party to this Agreement certifies that it intends to and does contract with all other parties who are Signatories of this Agreement and, in addition, with such other parties as may later be added to and Signatories of this Agreement pursuant to Article 14. Each party to this Agreement also certifies that the deletion of any party from this Agreement, pursuant to Articles 16 and 17, shall not affect this Agreement nor such party's intent to contract as described above with the other parties to the Agreement then remaining.

ARTICLE 5

Term of Agreement

This Agreement shall become effective on January 1, 2017, and shall be of unlimited duration, but not less than one year, and will continue unless terminated as hereinafter provided in Article 19.

ARTICLE 6

Financial Obligations of Agency

Pursuant to Chapter 48.62 RCW, of the State of Washington, the debts, liabilities, and obligations of the Agency shall not constitute debts, liabilities, or obligations of any Member to this Agreement.

ARTICLE 7

Powers of the Agency

- 7.1 Agency shall have the powers provided for by law and is hereby authorized to do all acts necessary for the exercise of said powers, including, but not limited to, any or all of the following:
- 7.1.1 Contract or otherwise provide for risk management, claims administration and loss prevention services;
 - 7.1.2 Contract or otherwise provide legal counsel for the defense of Claims and/or other legal services;
 - 7.1.3 Consult with the Washington State Risk Manager and State Auditor;
 - 7.1.4 Jointly purchase Insurance coverage in such form and amount as the organization's participants may by contract agree;
 - 7.1.5 Incur debts, liabilities, or obligations;
 - 7.1.6 Acquire, receive, hold, or dispose of property, funds, services, and other forms of assistance from persons, firms, corporations, and governmental entities;
 - 7.1.7 Sue and be sued in its own name;
 - 7.1.8 Hire employees and agents; and

7.1.9 Exercise all powers necessary and proper to carry out the terms and provisions of this Agreement, or otherwise authorized by law.

7.2 Said powers shall be exercised to the terms hereof and in the manner provided by law.

ARTICLE 8

The Board of Directors and their Powers and Responsibilities

8.1 The Agency, its funds and service programs shall be administered by a Board of Directors.

8.2 Number of directors

There shall be seven (7) directors of the Agency, who shall be elected officials representing members of the Agency.

8.3 Acceptance of Appointment by directors

Each director shall sign a document accepting their appointment as director and agreeing to abide by the terms and provisions of this Agreement and the Bylaws.

8.4 Powers and Responsibilities of the Board of Directors

The Board of Directors of the Agency shall have the following powers and functions:

8.4.1 The Board shall have the power to review, amend, modify, adopt, override, or reject the Operating Committee's recommendations.

8.4.2 The Board shall review, modify if necessary, and approve the annual operating budget of the Agency.

8.4.3 The Board shall receive and review periodic accountings of all funds of the Agency.

8.4.4 Annually the Board shall review, amend, adopt, or reject the Operating Committee's recommendation of the Assessment, or Reassessment rate to be charged to the Members of the Agency.

8.4.5 The Board may review, modify if necessary, and approve the Coverage Agreement, the Agency's Bylaws, policies and Member Standards.

8.4.6 The Board shall have the power to conduct all business on behalf of the Agency, which the Agency may conduct under the provisions hereof and pursuant to law.

8.4.7 The Board shall determine and select Insurance, necessary to carry out the Joint Self-Insurance Program for the Agency.

8.4.8 The Board shall have authority to contract for or develop various services for the Agency, including, but not limited to, an Administrative Agent, claims adjusting, loss prevention, risk management consulting services, independent actuary services, insurance brokerage services, independent claims auditing services, and legal counsel.

8.4.9 The Board shall have such other powers and functions as are provided for in this Agreement, and the Bylaws, which are necessary to implement the purposes of this Agreement, including, but not limited to, the power to authorize contracts.

ARTICLE 9

Operating Committee

The Operating Committee shall consist of nine (9) representatives from Members. All members of the Operating Committee shall be non-elected officials. It is the Board's intent that the Operating

Committee is advisory to the Board and/or the Administrative Agent, regarding the operations of the Agency.

ARTICLE 10

Coverage

- 10.1 The type and limits of the Insurance coverage provided for Members by the Agency shall be established by the Board of Directors.
- 10.2 The Board may approve purchase of additional types or limits of coverage for Members interested in obtaining additional types or limits of coverage at additional cost to those Members. Such additional cost may include an administrative fee for the Agency's services.
- 10.3 The Board may arrange for the purchase of any other Insurance or services deemed necessary to protect the Agency or funds held by the Agency against catastrophe.

ARTICLE 11

Bond Requirements

The Board may require that the Administrative Agent authorized to disburse funds of the Agency, provide a fidelity bond in the amount as set by the Board, and provide that such bond be paid by the Agency.

ARTICLE 12

Responsibility of the Agency

The Agency shall perform the following functions in discharging its responsibilities under this Agreement:

- 12.1 Provide Insurance coverage as deemed necessary, including but not limited to a self-insurance fund and commercial insurance, as well as excess coverage or reinsurance, and other insurance. Such insurance, to be arranged by negotiation or bid, and/or purchase, as necessary;
- 12.2 Assist each Member's designated risk manager with the implementation of the risk management functions within the Member entity;
- 12.3 Provide loss prevention consulting services to Members as required;
- 12.4 Provide Claim adjusting and subrogation services for Claims covered by the Agency's Coverage Agreement;
- 12.5 Provide loss analysis by the use of statistical studies, data processing, and record and file-keeping services, to identify high exposure operations and to evaluate proper levels of self-retention and deductibles;
- 12.6 Assist Members, as requested, with review of their contracts to determine sufficiency of indemnity and insurance provisions;
- 12.7 Conduct risk management audits to review the participation of each Member in the program. The audit shall be performed by appointed Agency staff or, at the discretion of the Administrative Agent, and/or an independent auditor may be retained by contract to conduct the audits;
- 12.8 Provide for the defense of any civil action or proceeding brought against any officer, employee, Board member, or other agent of the Agency, in their official or individual capacity or both, on account of an act or omission within the scope of their agency as an agent of the Agency;

- 12.9 Abide by the rules and regulations as stated or hereinafter amended of RCW Chapter 48.62 and WAC 200-100; and
- 12.10 The Agency shall have such other responsibilities as deemed necessary by the Board of Directors in order to carry out the purposes of the Agreement.

ARTICLE 13

Responsibilities of Members

Members shall have the following responsibilities:

- 13.1 All Members must maintain membership in the Association of Washington Cities.
- 13.2 Each Member shall appoint an employee of the member entity to be responsible for the risk management function within that member entity and to serve as a liaison between the Member and the Agency.
- 13.3 Each Member shall implement a risk management policy which shall include implementing loss prevention recommendations, and complying with the Member Standards.
- 13.4 Each Member shall be responsible for payment of any Member-elected deductible, and/or appropriate deductible associated with the Member Standards.
- 13.5 Each Member shall promptly pay its Assessment, Reassessment, and any readjusted amount promptly to the Agency when due. After withdrawal or termination, each Member shall pay promptly to the Agency its share of any Reassessment and accrued interest at a rate determined by the Board, when and if required of it by the Board.
- 13.6 Each Member shall provide the Agency with such other information or assistance as may be necessary for the Agency to carry out the provisions of this Agreement.
- 13.7 Each Member shall in any and all ways cooperate with and assist the Agency, and any insurer of the Agency, in all matters relating to this Agreement and covered losses, and will comply with all Bylaws, policies, procedures and Member Standards as adopted or amended by the Board of Directors.
- 13.8 All members shall cooperate with the Agency and assist with any investigations, settlement discussions, defense or prosecution of suits, and cooperate and assist the Agency in enforcing any right of contribution, indemnity, or subrogation in which the Agency may have an interest by virtue of a payment made pursuant to the Bylaws, this Agreement, or the Coverage Agreement. Members shall also assist the Agency and attend hearings and trials as well as secure and give evidence and obtain the attendance of witnesses. Further, the members shall undertake appropriate due diligence and concur in exercising all things reasonably practicable to avoid or diminish any loss of or damage to the property insured under this agreement.

ARTICLE 14

New Members

- 14.1 Additional Members shall be permitted to become Signatories to this Agreement. All potential members to the Agency must be members of the Association of Washington Cities or become members prior to acceptance into the Agency. The Agency shall allow entry into the program of new members approved by the Board of Directors at such time during the year as the Board deems appropriate.

- 14.2 Members entering under this Article may be required to pay their share of expenses as determined by the Board, including those necessary to analyze their loss data and determine their Assessment.

ARTICLE 15

Defense of Agents

- 15.1 For purposes of this article, “agent” means any person who is or was: a director, an Operating Committee member, a Special Committee member, an officer, or an agent acting on behalf of the Agency or Administrative Agent.
- 15.2 The Agency shall provide for the defense of any agents and paying of any valid judgments and claims brought against any such agent arising from their actions or conduct in their official or individual capacity or both, on account of an act or omission within the scope of their responsibility; provided, however, this section shall not apply to those occurrences covered by an Agency policy of liability insurance or if the claim or judgment results from the intentional misconduct of said agent.

ARTICLE 16

Withdrawal

- 16.1 A Member signing this Agreement may not withdraw as a party to this Agreement and as a Member of the Agency for a one-year period commencing on the date said Member signs the Agreement.
- 16.1.1 After the initial one-year non-cancellable commitment provided pursuant to this Agreement, a Member may withdraw only at the end of the Agency’s Fiscal Year, provided the Member has given the Agency a minimum of 12-month written notice of its intent to withdraw from this Agency.
- 16.2 A Member shall be entitled to withdraw from the Agency where the Member presents to the Board of Directors evidence demonstrating a material breach of contract by the Agency as regards its obligations to the Member. The Member shall be allowed to withdraw from the agency within ninety (90) days of any finding by the Board of Directors that a material breach of contract by the Agency has occurred. The withdrawal of any Member under the conditions identified here shall not however free it from any and all requirements made of any withdrawing Member.
- 16.3 No Member withdrawing from the agency shall be entitled to payment or return of any Assessment, Reassessment, contributions or monies contributed to the Agency or to the distribution of any assets of the Agency.

ARTICLE 17

Termination by Agency

- 17.1 The Agency shall have the right to terminate any Member’s participation in the Agreement upon a motion approved by a vote of 66% or more of the entire Board of Directors. Prior to taking action on such a motion, the Board may, but is not required to, request that the Operating Committee review and make recommendations to the Board on any allegation giving rise to the request to terminate, including but not limited to failure to: comply with a written condition, disregard of risk management recommendations or Member Standards, noncompliance with any provision of this Agreement, and/or the Bylaws of the Agency.
- 17.2 Any Member so terminated from the Agency, shall be given at least one hundred eighty (180) days notice prior to the effective date of the termination. Any Member so terminated shall have a period of up to six (6) months coverage under the terms of this Agreement, or may affect alternate insurance or self-insurance arrangements if it so desires. Upon written receipt of confirmation from the terminating Member that the terminating Member has in force valid insurance or membership in another risk sharing pool, the effective date of the termination may

be adjusted by the Agency. Any Member so terminated shall be treated as if it had voluntarily withdrawn.

- 17.3 Upon termination from this Agreement, a Member shall not be entitled to payment or return of any Assessment, Reassessment, contributions or monies contributed to the Agency or to the distribution of any assets of the Agency.

ARTICLE 18

Effect of Withdrawal or Termination

- 18.1 The withdrawal of any Member from this Agreement shall not terminate the same for purposes of continuing to comply with all conditions and requirements of the Agreement, and survives the withdrawal or termination of any Member.
- 18.2 No Member by withdrawing or terminating from the Agreement shall be entitled to payment or return of any Assessment, Reassessment, consideration of property paid, or donated by the Member to the Agency, or to any distribution of assets.
- 18.3 The withdrawal or termination of any Member shall not cease its responsibility to contribute its share or Assessment, Reassessment, or funds to any fund or Joint Self-Insurance program created by the Agency until all Claims, or other unpaid liabilities, covering the period the Member was Signatory hereto have been finally resolved and a determination of the final amount of payments due by the Member or credits to the Member for the period of its membership has been made by the Board of Directors. In connection with this determination, the Board may exercise similar powers to those provided for in Article 17, *Termination by Agency*, of this Agreement.
- 18.4 The withdrawn or terminated Member shall be responsible for any applicable deductible that would have been applied related to a claim the same as if the Member was still in good standing with the Agency.
- 18.5 Any withdrawn or terminated Member may not be permitted to rejoin the Agency, or allowed to submit an application to rejoin the Agency for a period of three (3) years after the effective date of the Member's withdrawal or termination without Board approval.

ARTICLE 19

Termination and Distribution

- 19.1 This Agreement may be terminated at any time by the written consent of three-fourths (75%) of the Members, provided, however, that this Agreement and Agency shall continue to exist for the purpose of paying all debts and liabilities, disposing of all Claims, distributing net assets, and otherwise liquidating the affairs of the Agency. The Board of Directors is vested with all powers of the Agency during such liquidation, including the power to require Members, including those who were Members at the time the claim arose or at the time the loss was incurred, to pay their share of any additional amount of Reassessment deemed necessary by the Board for final disposition of all Claims, losses, and liabilities covered by this Agreement. Such additional Reassessment shall be determined and thereafter adjusted, if necessary.
- 19.2 Upon termination of this Agreement, all assets of the Agency shall be distributed only among the parties that are Members in good standing of the Agency on the date of termination of this Agreement. The assets shall be distributed in accordance with and proportionate to their Assessment, Reassessment and property contributions made during the term of this Agreement. The Board shall determine such distribution within six (6) months after the last pending claim or loss covered by this Agreement has been finally disposed of.
- 19.3 The Board is vested with all powers of the Agency for the purpose of liquidating and dissolving the business affairs of the Agency. These powers shall include the power to require Members,

including those which were Members at the time the claim arose or at the time the loss was incurred, to pay their share of any additional amount of assessment deemed necessary by the Board for final disposition of all Claims and losses covered by this Agreement. A Member's share of such additional assessment shall be determined on the same basis as that provided for annual assessments, and shall be treated as if it were the next year's annual assessment for that Member.

ARTICLE 20

Bylaws, Policy, Procedures and Member Standards

The Board may adopt Agency Bylaws, policies, procedures, and Member Standards or other documents that govern the day-to-day operations of the Agency. Each Member shall have access in electronic or written format.

ARTICLE 21

Notices

Notices to Members hereunder shall be sufficient if mailed to the last address, or electronic mail, provided to the Agency by the respective Member. Postal mail will be deemed received three (3) days after mailing.

ARTICLE 22

Amendment

This Agreement may be amended at any time by the written approval of the majority of all Members of the Agency. Amendments to the Agreement shall be adopted by ordinance or resolution of the governing board or council of each Member, signed by an authorized representative of each member, and a copy returned to the Agency

ARTICLE 23

Enforcement

The Agency is hereby granted the authority to enforce this Agreement. In the event action is instituted to enforce any term of this Agreement or any term of the Bylaws against any City Member which signed this Agreement, the substantially prevailing party in such dispute shall be entitled to its costs and reasonable attorney's fees.

ARTICLE 24

Prohibition Against Assignment

No Member may assign any right, claim, or interest it may have under this Agreement, except to a successor entity following reorganization. No creditor, assignee, or third-party beneficiary of any Member shall have any right, claim, or title to any part, share, interest, fund, assessment, or asset of the Agency. Should any participating Member reorganize in accordance with the statutes of the State of Washington, the successor in interest, or successors in interest, may be substituted as a Member upon approval by the Board.

ARTICLE 25

Severability

In the event that any article, provision, clause, or other part of this Agreement should be held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability with respect to other articles, clauses applications, or occurrences, and this Agreement is expressly declared to be severable.

ARTICLE 26

Agreement Complete

The foregoing constitutes the full and complete Agreement of the parties. There are no oral understandings or agreements not set forth in writing herein.

ARTICLE 27
Conflicts

In the event of a conflict between this Agreement and the adopted Bylaws, policies, procedures, or the Member Standards, this Agreement shall take precedence."

Article 28
Supersession

This Agreement supersedes and replaces all prior Interlocal Agreements and amendments thereto pertaining to the Agency."

Article 29
Signature in Counterparts

This Agreement may be executed in any number of Counterparts and each of such Counterparts shall for all purposes constitute one Agreement, binding on all Members, notwithstanding that all Members are not Signatories to the same Counterpart. All references herein to this Agreement are deemed to refer to all such Counterparts.

Article 30
Section Headings

The section headings in this Agreement are inserted for convenience only and are not intended to be used in the interpretation of the contents of the sections they identify and introduce.

**Article 31
Governing Law**

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

**Article 32
Time**

Time is of the essence in this Agreement and each and every provision hereof.

**ARTICLE 33
Authorization of Signature**

Each Member signing this Agreement has passed the required Ordinance or Resolution authorizing and approving this Agreement, a copy of which Ordinance or Resolution is attached hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by authorized officials thereof.

Association of Washington Cities (AWC)
Risk Management Service Agency (RMSA)

(Member Name)

By 
Deanna Dawson, AWC CEO

By _____
_____, [Title]
(Printed name)

Date 11/10/2022

Date _____

**BYLAWS OF
THE ASSOCIATION OF WASHINGTON CITIES
RISK MANAGEMENT SERVICE AGENCY
(AWC RMSA)**

Amended June 20, 2024

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PURPOSE AND PREAMBLE

In an effort to provide the cities and towns of Washington State with insurance and risk management services, the Association of Washington Cities Risk Management Service Agency (AWC RMSA) was created with the Association of Washington Cities (AWC), a Washington non-profit corporation organized under 501 (c)(4) as its sponsoring entity. The AWC acts as the Administrative Agent, providing the AWC RMSA with contracted administrative services. Each participating Member joins and maintains membership in the AWC RMSA through the signed Interlocal Agreement.

Except where inconsistent with State Law or the Agency's Interlocal Agreement, these Bylaws provide for the governance and regulation of the AWC RMSA herein referred to as "the Agency".

ARTICLE 1 DEFINITIONS

The following definitions shall govern in these bylaws:

- Section 1. "Administrative Agent" – shall mean the Association of Washington Cities (AWC) which provides the contracted administrative services for the Agency.
- Section 2. "Agency" – shall mean the Association of Washington Cities Risk Management Service Agency (AWC RMSA).
- Section 3. "Annual Meeting" shall mean the business meeting of the entire membership, taking place annually.
- Section 4. "Assessment" – shall mean the moneys paid by the Members to the Agency.
- Section 5. "Board of Directors" or "Board" – shall mean the governing board of the Risk Management Service Agency (RMSA) as duly elected by the Members.
- Section 6. "Chief Executive" – shall mean the mayor, manager, or head official of a Member, who carries the primary authority to make executive level decisions on behalf of the Member.
- Section 7. "Claim" – shall mean demands made against the Agency arising out of occurrences which are within the Agency's Coverage Agreement, as developed by the Board of Directors.
- Section 8. "Coverage Agreement" – shall mean the coverage document established by the Board of Directors and intended to address the general claims operations of the Agency.
- Section 9. "Director" – shall mean one of the seven (7) members of the Board of Directors.
- Section 10. "Member" – shall mean any eligible entity which participates in the Agency, pays the annual Assessment and is signatory to the Agency's Interlocal Agreement.
- Section 11. "Operating Committee" – shall mean the standing advisory committee to the Board of Directors.
- Section 12. "Representative" – shall mean elected members of the Operating Committee or appointed members of a Special Committee.
- Section 13. "Special Committee" – shall mean committees of the Agency created by the Board of Directors.

ARTICLE 2 BOARD OF DIRECTORS

- Section 1. The Agency shall be governed by a seven-member Board of Directors. The statutorily granted

powers of the Agency shall rest with the Board of Directors. The Board of Directors shall have the power to make all Agency governance decisions, including adopting, amending and repealing resolutions, bylaws and coverages.

Section 2. All seven (7) board positions are elected at-large and shall only be open to elected officials from participating Members.

Section 3. Terms

Each Director shall serve a staggered three-year (3) term of office running from January through December.

Section 4. Nominations and Elections

- a. The process to elect Directors to positions with expiring terms shall begin in September of the year preceding the expiration date of the term, with the term of office commencing January 1 and continuing for three (3) years.
- b. Any elected official of any Member may run for a position on the Board of Directors by submitting a completed application to the Agency.
- c. After all candidate applications have been received, ballots shall be provided to each Member pursuant to a secure process approved by the Agency. The ballot shall be completed by the Chief Executive or designee of the Member and shall be securely returned to the Agency, pursuant to the process approved by the Agency.
- d. When the ballots are returned, the results of the election will be reviewed and confirmed by General Counsel. The results shall remain confidential until the ballots are read into the record at a meeting of the Board of Directors in November or December.

Section 5. Vacancies

- a. Vacancies which occur prior to a term expiring shall be filled from candidates whose names are submitted to the Board of Directors, pursuant to section 4 (b). The remaining Directors shall select candidates whose interests and qualifications add to the vision, mission and values of the Agency.
- b. The Agency will notify all Members of the vacancy and interested candidates shall submit a completed application to the Agency for the remaining Directors' consideration.
- c. Following the appointment to the vacancy, the newly appointed Director will immediately fill the vacant Board position and the Director's term will expire with the term of the vacant position.

Section 6. Participation

- a. Each Director shall make every effort to attend and actively participate in all regular and special meetings of the Board of Directors.
- b. A Director shall be automatically terminated if such Director fails to attend three (3) consecutive meetings of the Board without being excused from attendance by the President of the Board of Directors, as noted in the minutes. Proxies shall not be permitted.
- c. A Director shall lose their position on the Board when the Member which the Director represents withdraws or is terminated by the Board of Directors. If the Member withdraws from the Agency, the loss of voting rights shall be effective from the date of the notice of

withdrawal. If the Member is terminated by the Board of Directors, the loss of voting rights shall be effective from the date of the notice from the Agency to the Member of the termination of membership.

Section 7. Officers of the Board of Directors

- a. The Board shall have a President and a Vice President.
- b. The Board shall elect a President and a Vice President at the last meeting of each odd numbered year. The term of office of the President and Vice President shall be two (2) years.
- c. President or Vice President vacancies which occur prior to a term expiring shall be filled at the next meeting by a majority vote of a quorum of the remaining Directors. Following the appointment to the vacancy, the newly appointed Officer will immediately fill the vacant position and their term will expire with the term of the vacant position.

Section 8. Duties of the President and the Vice President

- a. The President of the Board shall preside over and chair all of the regular and special meetings of the Board of Directors. In the absence of the President, the Vice President shall act in the President's place.
- b. The President, and the Vice President while acting in the President's place, shall also retain all voting rights.

Section 9. Special Committees of the Board of Directors

- a. This section shall not apply to the Operating Committee.
- b. The Board of Directors, by resolution adopted by a majority of the Directors in office, may create one or more Special Committees and shall appoint the Representatives thereof.
- c. A Special Committee must have at least five or more Representatives, all who shall serve at the pleasure of the Board of Directors.
- d. At least two Representatives of a Special Committee shall be Directors.
- e. All Special Committees and their Representatives shall be governed by the same requirements regarding meetings, notice and waiver of notice, quorum, and voting requirements as are applicable to the Board of Directors.
- f. The Board of Directors may, by resolution adopted by a majority of the Directors in office, terminate a Special Committee at any time.
- g. Each Special Committee Representative shall be reimbursed by the Agency for all expenses incurred for attending any Special Committee meeting or other Special Committee business in their formal capacity as a Representative of a Special Committee.

ARTICLE 3 CLAIMS SETTLEMENT AUTHORITY

The Board of Directors authorizes the Chief Executive Officer of the Administrative Agent to settle any claims which the Agency has authority to settle with total incurred values of up to \$500,000. The Board of Directors further authorizes the Chief Executive Officer of the Administrative Agent to grant levels of claims settlement authority to other Administrative Agent employees at his/her discretion, provided that these levels do not exceed the Chief Executive Officer's own authority. The Board of Directors will retain settlement authority for claims with total incurred values of \$500,001 and up to the reinsurance limit. Settlement authority shall be granted at meetings that have been noticed to members and posted on the Agency's website per requirements established in the Washington Administrative Code (WAC) Chapter 200-100.

ARTICLE 4 OPERATING COMMITTEE

Section 1. Purpose and Intent

- a. The Administrative Agent shall advise an Operating Committee on certain Agency operations.
- b. The intent of the Operating Committee is to provide recommendations to the Board of Directors relative to operational aspects of the Agency, including but not limited to:
 1. Annual Assessment Rating to be charged to the membership
 2. Insurance purchasing and changes to the Coverage Agreement
 3. Annual Budget and Financial Reports
 4. Claims, Loss Prevention and Membership Services

Section 2. Election and Terms

- a. The Chief Executive of any Member may nominate a non-elected official from that Member as a candidate for the Operating Committee.
- b. Once nominated, a candidate shall submit a completed application expressing their interest and describing their qualifications.
- c. Each Member with a representative present at the Annual Meeting shall elect the Representatives of the Operating Committee, by a majority vote. Each Member present may only be represented by one (1) vote
- d. Each Operating Committee Representative shall serve a two (2) year term of office beginning immediately from the date of election at the Annual Meeting and expiring at the end of the second Annual Meeting following the election. Terms for positions 1, 3, 5, 7, and 9 will expire two (2) years from the date of election at an Annual Meeting occurring in an even-numbered year. Terms for positions 2, 4, 6, and 8 will expire two (2) years from the date of election at an Annual Meeting occurring in an odd-numbered year.

Section 3. Vacancies

- a. Vacancies which occur prior to a term expiring shall be filled from candidates whose names are submitted to the Operating Committee. The remaining Operating Committee Representatives shall select candidates whose interests and qualifications add to the vision, mission and values of the Agency and to the role played by the Operating Committee.
- b. The Agency will notify all Members of the vacancy and the Chief Executive of any Member may nominate a non-elected official from that Member as a candidate for the vacancy on the Operating Committee.

- c. Candidates who have been nominated and with interest in serving on the Operating Committee shall submit a completed application to the Agency for the remaining Representatives' consideration.
- d. Following the appointment to the vacancy, the newly appointed Representative will immediately fill the vacant Operating Committee position and the Representative's term will expire with the term of the vacant position.

Section 4. Participation and Termination

- a. Each Committee Representative shall make every effort to attend and actively participate in all regular and special meetings of the Operating Committee.
- b. Any Operating Committee Representative who is absent from three consecutive Operating Committee meetings, without being excused by the Chair of the Operating Committee may be dismissed from the Operating Committee by a majority vote of the remaining Operating Committee Representatives. Proxies shall not be permitted.
- c. A Representative shall lose their position on the Operating Committee when the Member which the Representative represents withdraws or is terminated by the Board of Directors. If the Member withdraws from the Agency, the loss of voting rights shall be effective from the date of the notice of withdrawal. If the member is terminated by the Board of Directors, the loss of voting rights shall be effective from the date of the notice from the Agency to the Member of the termination of membership.

Section 5. Officers of the Operating Committee

- a. The Operating Committee shall elect two Officers, a Chair and a Vice Chair, to conduct the affairs of the Operating Committee. The Officers of the Operating Committee shall be elected at the first regular meeting of every even-numbered year. The term of office for the Chair and Vice Chair shall be two (2) years.
- b. Chair or Vice Chair vacancies which occur prior to a term expiring shall be filled at the next meeting by a majority vote of a quorum of the remaining Committee members. Following the appointment to the vacancy, the newly appointed Officer will immediately fill the vacant position and their term will expire with the term of the vacant position.

Section 6. Ex-Officio Representatives to the Board of Directors

- a. The Chair or designee of the Operating Committee shall serve as an ex-officio member on the Board of Directors, serving as a liaison between the Operating Committee and the Board of Directors. This representative shall have no voting rights during meetings of the Board of Directors.
- b. The Ex-Officio's term on the Board of Directors shall coincide with their term on the Operating Committee.

**ARTICLE 5
MEETINGS OF THE AGENCY**

Section 1. Regular Meetings and Notice

- a. The Board of Directors, Operating Committee and Special Committees shall establish the times and dates for their regular meetings.

- b. Written notice of each regular meeting shall be given to each Director of the Board of Directors and to each Representative of the Operating Committee and Special Committees of the Board. Notice will also be given to the Washington State Risk Manager's Office, and all other Members in the manner provided by the Revised Code of the State of Washington, Section 42.30, known as the Open Public Meetings Act (OPMA). Such notice shall specify:
 - 1. The place and time of such meeting
 - 2. Those matters which are intended to be presented for action by the Board or Committee.
 - 3. Such other matters, if any, as may be expressly required by statute or by the Agency's Bylaws or Interlocal Agreement.
- c. All notices of meetings, and the preliminary agenda for those meetings, shall be posted on the Agency's website per requirements established in the Washington Administrative Code (WAC) Chapter 200-100.

Section 2. Special Meetings

Special meetings of the Board, Operating Committee, or Special Committee for the purpose of taking any action permitted by the statute and the Agency's Interlocal may be called at any time by the Board President, Operating or Special Committee Chair or by not less than ten Members. Upon request in writing that a special meeting of the Board, Operating or Special Committee be called for any proper purpose and directed to the Board President, Vice President, Committee Chair or Vice Chair by any person or persons entitled to call a special meeting of the Board, Operating Committee, or Special Committee, the officer receiving such request shall cause notice to be given to the Members that a meeting will be held at a time requested by the person or persons calling the meeting, not less than 24 hours nor more than 60 days after receipt of the request. Notice of any special meeting of the Board, Operating Committee, or Special Committee shall be given in compliance with the Open Public Meetings Act.

Section 3. Quorum

To constitute a valid regular or special meeting, the presence by a simple majority of the Board Directors, Operating Committee or Special Committee Representatives is required.

Directors or Committee Representatives may participate in regular or special meetings by means of a conference by telephone or any similar communications equipment, one which enables all persons participating in the meeting to hear each other during the meeting, as well as that of the public, for meetings which are open to the public. Participation by such means shall constitute presence in person at a meeting and for meeting quorum purposes.

Section 4. Minutes

Any action by the Board, Operating Committee, or Special Committee shall be reported in the minutes of the next formal meeting of the Board, Operating Committee or Special Committee. All minutes shall be posted on the Agency's website.

Section 5. Rules of Operation

All meetings of the Board, Operating Committee or Special Committee shall be conducted with guidance from Roberts Rules of Order, except where such is in conflict with the Open Public Meetings Act, the governing Washington Administrative Code (WAC) Chapter 200-100, the Agency's Interlocal Agreement, or these Bylaws, whereupon the latter shall rule over the Roberts Rules of Order.

ARTICLE 6 INSPECTION OF THE AGENCY RECORDS

The accounting books and records, the list of Members, the Board Directors, and Representatives of the Operating and Special Committees shall be open to the inspection of any Member at any reasonable time. Such inspection by a Member may be made in person or by agent or attorney. The right of inspection includes the right to copy and make extracts at the expense of the party requesting such copies.

ARTICLE 7 AMENDMENTS

These Bylaws may be amended or repealed by the affirmative vote of a majority of the entire Board of Directors, except as otherwise provided by the Agency's Interlocal Agreement.

Nothing within these Bylaws shall be considered a waiver of the agreements and rights afforded in the Agency's Interlocal Agreement. Should any inconsistencies between these Bylaws and the Agency's Interlocal Agreement exist, the Agency's Interlocal Agreement shall prevail.

ARTICLE 8 MEMBERSHIP

Section 1. Annual Meeting of the Membership.

a. Time of Meeting

The regular Annual Meeting of the Members shall be held at such time and at such location as may be determined by the Board of Directors.

b. Notice

Written notice of the time and location of the Annual Meeting shall be given to all Members in the manner provided by RCW 42.30 and no more than 60 days and not less than 30 days before the date chosen by the Board of Directors. Such notice shall specify:

1. The time and place of the Annual Meeting;
2. Those matters intended to be presented for action by the Members; and
3. Such other matters, if any, as may be expressly required by statute or by the Agency Interlocal Agreement.

Section 2. New Member Entities

- a. The Board of Directors will consider the addition of new Members based on the information and recommendations provided by the Administrative Agent, and may consider input from the Operating Committee. Following an approval vote by the Board of Directors, a new Member shall become an active participating Member and the effective date shall commence on the date identified by the Board of Directors, provided the new Member has completed the following:

1. Adoption of a resolution by the Member's governing body, approving both the membership and the Agency Interlocal Agreement
2. Signing of the Agency Interlocal Agreement;
3. Payment of the assessment as quoted.

- b. It shall not be necessary for existing Members to re-sign or ratify the Agency Interlocal Agreement in order to allow the joining to the Agency Interlocal Agreement of new

Members. Once any Member has signed the Agency Interlocal Agreement, it shall represent that Member's agreement to be bound, in the future, to all terms of the Agency Interlocal Agreement, with any new Member whose membership has been approved by the Board of Directors and who has completed the requirements of membership. Thereafter, the new Member shall be considered a party to the Agency Interlocal Agreement to the same extent as all original Members and for all purposes.

Section 3. Withdrawal of Membership

Members wishing to withdraw from the Agency must comply with all of the requirements specified in the Agency's Interlocal Agreement. Upon receipt of a Member's notice of withdrawal, written confirmation shall be sent to the withdrawing Member, confirming withdrawal from the Agency. The Board may, at any time prior to the effective date of withdrawal, choose to accept a withdrawn Member's rescission of their notice of withdrawal, allowing the Member to remain a Member of the Agency.

**ARTICLE 9
COVERAGE DETERMINATION AND APPEAL**

Section 1. Coverage Determination and Appeal

It shall be the duty and responsibility of the Administrative Agent, acting on behalf of the Agency, to make all initial determinations regarding rights to coverage and protections provided in the Coverage Agreement. Such determinations shall be made according to the procedures set forth in this article, and subject to the right of appeal set forth in this article.

- a. Upon receipt of notice of a Summons and Complaint against a Member or person claiming coverage or protection rights under the Coverage Agreement, the Administrative Agent shall, within a reasonable time after receipt of said notice, make a determination of any issue of coverage or right to protection afforded a Member or person.
- b. Upon making a determination of coverage or right to protection under the Coverage Agreement, the Administrative Agent shall notify the affected Member and/or person claiming coverage or protection of his or her determination in writing.
- c. The written determination of coverage to be prepared by the Administrative Agent shall advise the affected Member and/or person of one or more of the following:
 1. Whether the Agency will provide the affected Member and/or person legal counsel for defense of the Summons and Complaint.
 2. Whether the Agency is reserving any rights to make subsequent determinations regarding coverages or protections to be afforded the affected Member and/or person.
 3. Whether the Agency is denying rights to coverage or protection to the affected Member and/or person under the Coverage Agreement for the claims made in the Summons and Complaint under review. In the event that coverage for a claim or suit under the Coverage Agreement is denied to an Agency Member, the Administrative Agent shall inform the Member in writing of the appeal process of these Bylaws.
- d. In the event that the Administrative Agent determines that the Agency should reserve its rights to make subsequent determinations regarding coverages or protections to the Member and/or person, or; determine that coverages or protections should be denied to a Member and/or person, the written notice of such a determination shall also state the reasons for any such reservation of rights or denial of rights to coverage or protections.
- e. In the event that a final determination of a Member's or person's rights to coverages or

protections under the Coverage Agreement cannot be made by the Administrative Agent until after the facts of the Summons and Complaint are determined in a trial in a court of law or other legal forum, it shall be the duty and responsibility of the Administrative Agent to make a determination of any undetermined issue of coverage or protection within a reasonable time following the final judgment of the court or other legal forum responsible for determining the facts of the Summons and Complaint. Such a determination shall be made in writing to the affected Member and/or person and shall contain such necessary information as provided for in this Article.

- f. All written determinations by the Administrative Agent regarding coverages or protections afforded to a Member and/or person named as a defendant in a Summons and Complaint shall be deemed final and binding unless an aggrieved Member and/or aggrieved person files a timely Notice of Appeal of the decision to the Board of Directors in the manner specified in this Article.
- g. The Administrative Agent shall not be obligated to make any determinations of coverages or protections to be afforded by the Agency to a Member and/or person until a Summons and Complaint has been served upon the affected Member and/or person and until the Administrative Agent has had notice thereof. However, the Administrative Agent may, at their discretion, issue tentative written determinations of coverage or protection before a Summons and Complaint has been filed and/or served upon the Member, when it would appear to be in the best interest of the Agency to make such a tentative and advisory determination.

In the event the Administrative Agent decides to make a tentative determination of coverage or protection, and following receipt by the Administrative Agent of a Summons and Complaint, he or she shall remain obligated to provide a subsequent final written determination of coverage or protection issues, as provided in Sections 1 (a), (b), (c), (d), (e), and (f) of this Article.

Section 2. Appeal

Any written determination made by the Administrative Agent pursuant to Section 1. (c) and (d) of this Article denying coverages or protections of the Coverage Agreement to a Member and/or affected person shall be final, as provided in Section (f) of this Article, unless the procedures for Appeal, provided hereafter, are followed by the Member and/or person affected by the denial of coverage or protection. The following procedures for Appeal shall apply in all cases.

- a. Any Member or person aggrieved by the Administrative Agent's written determination to deny coverages or protections under the Coverage Agreement may appeal the decision of the Administrative Agent to the Board of Directors. The Appeal must be initiated by the aggrieved Member or person within thirty (30) days following receipt by the aggrieved Member or person, of the Administrative Agent's written determination denying coverage or protection. If an Appeal is not initiated within thirty (30) days, as provided herein, the Member or person shall be deemed to have waived any further right to appeal the decision of the Administrative Agent.
- b. An Appeal is deemed initiated for purposes of this Article when the aggrieved Member or person, or their legal representatives, serves a written Notice of Appeal upon the Administrative Agent or upon the President of the Board of Directors. The written Notice of Appeal shall include the following information:
 - 1. The name of the aggrieved Member or person initiating the Appeal.
 - 2. A brief statement of facts identifying what determination of the Administrative Agent is being appealed and the reasons why the party appealing feels the decision of the Administrative Agent was incorrect. (A copy of the Administrative Agent's written

determination may be attached by reference to the Notice of Appeal.)

3. The signature of the person or authorized representative of the member initiating the Appeal or the signature of the appealing party's legal representative.
- c. Within thirty (30) days after an Appeal has been initiated, a meeting of the Board of Directors shall be convened by the President of the Board of Directors to hear the Appeal. Notice of the date set for hearing of the Appeal by the Board of Directors shall be sent to the appealing party not later than fifteen (15) days prior to the date set for the hearing. The President of the Board of Directors shall have the authority to set hearing dates for the Appeal and to grant a continuance of the hearing date where good cause for continuance is shown.
- d. The hearing by the Board of Directors may occur when a quorum of the Board of Directors, pursuant to these Bylaws, is present. Voting by the Board of Directors and the procedures for the meeting of the Board of Directors on the Appeal hearing shall be pursuant to these Bylaws. If a Director is an elected official off the Member initiating an Appeal, then the Director shall abstain from participation and from voting on any aspect of the appeal.
- e. The hearing of the Board of Directors on the Appeal shall proceed as follows:
 1. The President of the Board of Directors shall administer the hearing and make all necessary procedural rulings during the hearing.
 2. The appealing party or his or her legal representatives, if any, shall proceed first, explaining the reasons why the party is aggrieved by the decision of the Administrative Agent. The appealing party shall present to the Board of Directors all relevant evidence, testimony, argument and legal authority to support his or her appeal to the Board of Directors. Thereafter, the Administrative Agent and/or the counsel to the Agency may present all relevant evidence, testimony, argument and legal authority in opposition to the appealing party's position. The Board of Directors shall allow one opportunity for rebuttal evidence and argument to each side thereafter.
 3. Following the presentation of evidence, testimony, argument, and legal authority, the Board of Directors may retire into executive session to discuss its consideration of the Appeal. Thereafter, the Board of Directors shall reconvene in public session to consider and vote on any motion made to determine the appeal. The Board of Directors may vote to uphold the decision of the Administrative Agent or to modify or reverse the decision of the Administrative Agent. The decision of the Board shall be reduced to writing and signed by the President of the Board of Directors and a copy thereof sent to the appealing party within fourteen (14) days following the final decision of the Board of Directors.
 4. The President of the Board of Directors may adjourn and reconvene any hearing on an appeal as may be necessary to preserve a fair hearing.
- f. A final decision of the Board of Directors determining an Appeal and not granting the appealing party the full relief sought shall not preclude the appealing party from seeking further, de novo, review of the Administrative Agent's determination and/or the Board of Directors determination in any other legal forum or court. However, no member or person claiming coverage or protection under the Coverage Agreement may maintain any lawsuit or complaint against the Agency alleging any improper or incorrect denial of coverage or protections afforded to the member or person under the Coverage Agreement unless the member or person has first complied with all of the requirements of these Bylaws. Exhaustion of the Appeal process shall be a condition precedent to any subsequent legal action or suit by an aggrieved member or person.

ARTICLE 10
CONFLICT OF INTEREST AND APPEARANCE OF FAIRNESS

All Directors and Committee Representatives recognize that the Agency is a public body subject to state law regarding conflict of interest provisions and the guidelines of the appearance of fairness doctrine. Should situations arise where conflicts of interest or appearance of fairness issues are in question; the affected Director or Representative shall observe the advice of the Agency's legal counsel in a manner consistent with said provisions and guidelines. If an affected Director or Representative disagrees with the advice of the Agency's legal counsel, the Board of Directors may vote by majority to excuse a Director or Representative from a portion, or all of any executive session where a matter of potential legal conflict between the Agency and the Director, Representative, Member or person will be discussed.

AGENDA STAFF REPORT

AGENDA DATE: August 11, 2026

ACTION REQUESTED: Staff recommends that Council receive this report and provide direction on a long-term strategy for Laurel Hill Memorial Park, including irrigation improvements, cemetery funding, rebuilding the Cemetery Endowment Fund, and evaluation of the potential creation of a cemetery district.

BACKGROUND: Laurel Hill Memorial Park is owned and operated by the City of Cle Elum. Public Works is responsible for grounds maintenance, irrigation, roads, landscaping, and support of cemetery services. The cemetery requires ongoing maintenance regardless of the number of services or lot sales occurring each year.

Through July 22, 2026:

- Cemetery Revenue: \$51,324
- Cemetery Expenditures: \$36,242
- Current Positive Position: \$15,082
- Maintenance Labor: 680.5 hours
- Cemetery Services: 21
- Water Use: 3,523,840 gallons
- Cemetery Endowment Fund Balance: \$0

POTENTIAL CEMETERY DISTRICT

Staff also recommends evaluating the potential creation of a cemetery district as a long-term option for operating and funding Laurel Hill Memorial Park.

A cemetery district could potentially provide a dedicated governmental entity and funding mechanism specifically for cemetery operations, maintenance, capital improvements, and perpetual care. Per RCW 68.52.310 allows up to 11.25 cents per \$1000.00 of assessed value. This could be a revenue of \$77,379.00 per year.

RECOMMENDATION: Provide staff with long term goals for the cemetery.

ATTACHMENTS: Cemetery Budget

LEAD STAFF: Mathew Bailey

5 YEAR BUDGET COMPARISON

City Of Cle Elum

Time: 10:49:46 Date: 08/06/2026

Source Code 009 To: 009

Page: 1

001 Current Expense/General Fund

Account	2018 Actual	2019 Actual	2020 Actual	2021 Actual	2021 Appropriated	2022 Appropriated	Comment
343 60 00 000 Cemetery Sales & Care	24,828.04	31,096.58	43,452.76	63,307.95	29,000.00	50,000.00	
343 61 00 000 Cemetery Endowment	4,176.14	5,439.47	7,893.55	11,847.48	5,300.00	12,500.00	
340 Charges For Goods & Services	29,004.18	36,536.05	51,346.31	75,155.43	34,300.00	62,500.00	
TOTAL REVENUES:	29,004.18	36,536.05	51,346.31	75,155.43	34,300.00	62,500.00	
536 20 10 001 Salaries -- Cemetery	22,622.23	27,288.30	22,309.40	53,439.32	55,450.00	65,000.00	
536 20 20 001 Benefits -- Cemetery	4,455.94	4,855.52	3,330.03	28,138.02	29,000.00	26,200.00	
536 20 20 005 Unemployment	3,375.00	4,851.00	5,546.00	2,961.33	6,000.00	6,000.00	
536 20 31 002 Supplies	2,924.40	4,776.47	4,462.49	5,764.77	2,000.00	2,000.00	
536 20 34 000 Liners	1,160.00	0.00	4,685.95	0.00	5,000.00	5,000.00	
536 20 35 000 Tools/Equipment	1,537.66	2,943.00	58.30	456.84	1,500.00	700.00	
536 20 41 000 Grave Digging	2,600.00	5,200.00	5,700.00	0.00	4,000.00	0.00	
536 20 41 001 Repairs And Maintenance	578.40	1,057.24	0.00	4,654.23	500.00	6,000.00	
536 20 41 002 Legal Services -- Cemetery	0.00	3,630.50	236.00	390.00	0.00	0.00	
536 20 41 003 Cemetery Expansion Project	0.00	1,145.53	1,813.11	0.00	0.00	0.00	
536 20 41 004 Cemetery Contracted Services	0.00	0.00	19,800.00	23,600.00	18,000.00	20,000.00	
536 20 45 000 Weed Assessments And Other Taxes	119.32	139.17	139.17	139.17	140.00	140.00	
536 20 47 000 Utilities-Cemetery	151.38	4,444.48	4,782.73	5,691.44	4,300.00	4,300.00	
536 20 49 001 Cemetery Space Refunds	0.00	0.00	0.00	1,741.28	0.00	0.00	
536 Cemetery	39,524.33	60,331.21	72,863.18	126,976.40	125,890.00	135,340.00	
TOTAL EXPENDITURES:	39,524.33	60,331.21	72,863.18	126,976.40	125,890.00	135,340.00	
FUND GAIN/LOSS:	-10,520.15	-23,795.16	-21,516.87	-51,820.97	-91,590.00	-72,840.00	

5 YEAR BUDGET COMPARISON

City Of Cle Elum

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Source Code 009 To: 009						
Account	2018 Actual	2019 Actual	2020 Actual	2021 Actual	2021 Appropriated	2022 Appropriated
001 Current Expense/General Fund	29,004.18	36,536.05	51,346.31	75,155.43	34,300.00	62,500.00
	29,004.18	36,536.05	51,346.31	75,155.43	34,300.00	62,500.00
001 Current Expense/General Fund	39,524.33	60,331.21	72,863.18	126,976.40	125,890.00	135,340.00
	39,524.33	60,331.21	72,863.18	126,976.40	125,890.00	135,340.00
FUNDS GAIN/LOSS:	-10,520.15	-23,795.16	-21,516.87	-51,820.97	-91,590.00	-72,840.00

5 YEAR BUDGET COMPARISON

City Of Cle Elum

Time: 10:50:27 Date: 08/06/2026

Source Code 009 To: 009

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001 Current Expense/General Fund

Account	2022 Actual	2023 Actual	2024 Actual	2025 Actual	2025 Appropriated	2026 Appropriated	Comment
343 60 00 000 Cemetery Sales & Care	73,726.21	61,873.71	72,876.62	54,877.52	85,000.00	60,000.00	
343 61 00 000 Cemetery Endowment	14,203.29	10,111.38	14,137.74	10,447.48	18,000.00	9,000.00	
340 Charges For Goods & Services	87,929.50	71,985.09	87,014.36	65,325.00	103,000.00	69,000.00	
TOTAL REVENUES:	87,929.50	71,985.09	87,014.36	65,325.00	103,000.00	69,000.00	
536 20 10 001 Salaries -- Cemetery	55,793.69	42,279.82	39,542.92	48,097.74	46,626.95	30,445.61	
536 20 20 001 Benefits -- Cemetery	19,010.91	11,627.76	13,136.41	20,001.47	14,143.21	12,556.76	
536 20 31 002 Supplies	1,771.99	8,253.30	1,932.70	2,592.77	3,000.00	3,000.00	
536 20 34 000 Liners	5,830.69	6,811.41	4,220.00	7,896.72	6,500.00	6,500.00	
536 20 35 000 Tools/Equipment	230.55	4,866.68	365.41	308.73	1,000.00	1,000.00	
536 20 35 002 Container 20 Foot	0.00	0.00	2,711.15	0.00	0.00	0.00	
536 20 41 000 Grave Digging	0.00	0.00	77.54	0.00	0.00	0.00	
536 20 41 001 Repairs And Maintenance	3,291.04	686.78	592.79	4,897.76	2,000.00	2,000.00	
536 20 41 002 Legal Services -- Cemetery	0.00	379.40	0.00	0.00	0.00	0.00	
536 20 41 004 Cemetery Contracted Services	24,125.00	0.00	0.00	0.00	0.00	0.00	
536 20 41 005 Professional Services -- Other	0.00	2,859.75	0.00	0.00	0.00	0.00	
536 20 41 006 Porta Potties	0.00	0.00	840.00	855.00	0.00	0.00	
536 20 45 000 County Assessments And Other Taxes	168.17	168.17	168.17	168.17	200.00	168.17	
536 20 47 000 Utilities-Cemetery	4,362.77	7,045.80	7,130.64	5,745.88	4,500.00	4,500.00	
536 20 49 001 Cemetery Space Refunds	1,923.26	850.00	0.00	1,800.00	0.00	0.00	
536 Cemetery	116,508.07	85,828.87	70,717.73	92,364.24	77,970.16	60,170.54	
TOTAL EXPENDITURES:	116,508.07	85,828.87	70,717.73	92,364.24	77,970.16	60,170.54	
FUND GAIN/LOSS:	-28,578.57	-13,843.78	16,296.63	-27,039.24	25,029.84	8,829.46	

5 YEAR BUDGET COMPARISON

City Of Cle Elum

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Source Code 009 To: 009

309 REET Excise Tax/Capital Projects Fund

Account	2022 Actual	2023 Actual	2024 Actual	2025 Actual	2025 Appropriated	2026 Appropriated	Comment
594 18 65 002 Cemetery Water Project	0.00	0.00	0.00	0.00	0.00	100,000.00	
594 Capital Expenditures	0.00	0.00	0.00	0.00	0.00	100,000.00	
TOTAL EXPENDITURES:	0.00	0.00	0.00	0.00	0.00	100,000.00	
FUND GAIN/LOSS:	0.00	0.00	0.00	0.00	0.00	-100,000.00	

5 YEAR BUDGET COMPARISON

City Of Cle Elum

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Source Code 009 To: 009						
Account	2022 Actual	2023 Actual	2024 Actual	2025 Actual	2025 Appropriated	2026 Appropriated
001 Current Expense/General Fund	87,929.50	71,985.09	87,014.36	65,325.00	103,000.00	69,000.00
	87,929.50	71,985.09	87,014.36	65,325.00	103,000.00	69,000.00
001 Current Expense/General Fund	116,508.07	85,828.87	70,717.73	92,364.24	77,970.16	60,170.54
309 REET Excise Tax/Capital Projects Fund						100,000.00
	116,508.07	85,828.87	70,717.73	92,364.24	77,970.16	160,170.54
FUNDS GAIN/LOSS:	-28,578.57	-13,843.78	16,296.63	-27,039.24	25,029.84	-91,170.54

5 YEAR BUDGET COMPARISON

City Of Cle Elum

Time: 10:51:02 Date: 08/06/2026

Source Code 009 To: 009

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001 Current Expense/General Fund

Account	2026 Actual	2027 Actual	2028 Actual	2029 Actual	2029 Appropriated	2030 Appropriated	Comment
343 60 00 000 Cemetery Sales & Care	57,306.72	0.00	0.00	0.00	0.00	0.00	
343 61 00 000 Cemetery Endowment	9,561.37	0.00	0.00	0.00	0.00	0.00	
340 Charges For Goods & Services	66,868.09	0.00	0.00	0.00	0.00	0.00	
TOTAL REVENUES:	66,868.09	0.00	0.00	0.00	0.00	0.00	
536 20 10 001 Salaries -- Cemetery	21,760.58	0.00	0.00	0.00	0.00	0.00	
536 20 20 001 Benefits -- Cemetery	6,458.84	0.00	0.00	0.00	0.00	0.00	
536 20 31 002 Supplies	2,596.91	0.00	0.00	0.00	0.00	0.00	
536 20 34 000 Liners	4,533.00	0.00	0.00	0.00	0.00	0.00	
536 20 41 000 Grave Digging	23.87	0.00	0.00	0.00	0.00	0.00	
536 20 41 001 Repairs And Maintenance	657.39	0.00	0.00	0.00	0.00	0.00	
536 20 41 006 Porta Potties	805.00	0.00	0.00	0.00	0.00	0.00	
536 20 45 000 County Assessments And Other Taxes	172.67	0.00	0.00	0.00	0.00	0.00	
536 20 47 000 Utilities-Cemetery	1,392.61	0.00	0.00	0.00	0.00	0.00	
536 20 49 001 Cemetery Space Refunds	400.00	0.00	0.00	0.00	0.00	0.00	
536 Cemetery	38,800.87	0.00	0.00	0.00	0.00	0.00	
TOTAL EXPENDITURES:	38,800.87	0.00	0.00	0.00	0.00	0.00	
FUND GAIN/LOSS:	28,067.22	0.00	0.00	0.00	0.00	0.00	

5 YEAR BUDGET COMPARISON

City Of Cle Elum

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Source Code 009 To: 009

309 REET Excise Tax/Capital Projects Fund

Account	2026 Actual	2027 Actual	2028 Actual	2029 Actual	2029 Appropriated	2030 Appropriated	Comment
TOTAL EXPENDITURES:	0.00	0.00	0.00	0.00	0.00	0.00	
FUND GAIN/LOSS:	0.00	0.00	0.00	0.00	0.00	0.00	

5 YEAR BUDGET COMPARISON

City Of Cle Elum

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Source Code 009 To: 009						
Account	2026 Actual	2027 Actual	2028 Actual	2029 Actual	2029 Appropriated	2030 Appropriated
001 Current Expense/General Fund	66,868.09					
	66,868.09	0.00	0.00	0.00	0.00	0.00
001 Current Expense/General Fund	38,800.87					
309 REET Excise Tax/Capital Projects Fund						
	38,800.87	0.00	0.00	0.00	0.00	0.00
FUNDS GAIN/LOSS:	28,067.22	0.00	0.00	0.00	0.00	0.00