

CITY ADMINISTRATOR  
ROBERT OMANS

CITY CLERK  
DEBBIE LEE

FINANCE DIRECTOR  
ROBIN NEWCOMB

PUBLIC WORKS

POLICE CHIEF  
RICH ALBO

FIRE CHIEF  
ED MILLS

PLANNER

## General Government Committee

Agenda  
September 25, 2024  
8:30 AM



119 W FIRST STREET  
CLE ELUM, WA 98922

MAYOR  
MATTHEW LUNDH

MAYOR PRO TEM  
STEVEN HARPER

GENERAL GOVERNMENT  
COMMITTEE  
STEVEN HARPER - CHAIR  
JERRED WIES  
BETH WILLIAMS

CITY ATTORNEY  
ALEXANDRA KENYON

Join Virtually with Zoom: <https://zoom.us/j/7573184018?pwd=dERndjBJVC9GdVQ1d2ISRExwZFhXZz09>  
Meeting ID: 757 318 4018 Passcode: 98922

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

 Receive city text alert notifications: text CLEELUM to 91896

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

1. **Call to Order/Pledge of Allegiance**
2. **Unfinished Business**
  - a. Cle Elum Municipal Code Review - CEMC Title 3 Revenue & Finance
  - b. Senior Center Contract Addendum
3. **New Business**
  - a. Approve the August 28, 2024, General Government Committee Meeting Minutes
4. **Other Committee Comments**
5. **Adjourn**

### ***Upcoming Meetings:***

***General Government Committee Meeting: October 23, 2024 @ 8:30 a.m.***

***Regular Council Meeting: October 8, 2024 @ 6:00 p.m.***

***Planning Commission Meeting: October 1, 2024 @ 6:00 p.m.***

***Lodging Tax & Events Committee Meeting: October 14, 2024 @ 8:30 a.m.***

***Public Safety & Health Committee Meeting: October 15, 2024 @ 1:00 p.m.***

***Public Works & Community Development Committee Meeting: October 3, 2024 @ 12:00 p.m.***

***Coal Mines Trail Commission Meeting: October 7, 2024 @ 6:00 p.m.***

## Title 3

### REVENUE AND FINANCE

Chapters:

- 3.02      Use of Collection Agency**
- 3.04      Finance Committee**
- 3.06      Purchasing**
- 3.08      Warrants**
- 3.12      Payroll Warrants**
- 3.16      Newspaper Publication Bids**
- 3.20      Claims against City**
- 3.24      Ad Valorem Taxes**
- 3.26      Gambling and Taxation Thereof**
- 3.28      Leasehold Excise Tax**
- 3.30      Registration System for Bonds and Obligations**
- 3.32      Local Improvements**
- 3.34      Procurement**
- 3.36      Antirecession Fiscal Assistance Fund**
- 3.40      Arterial Street Fund**
- 3.44      Carpenter Memorial Library Construction Fund**
- 3.48      Federal Shared Revenue Fund**
- 3.52      Fire Department Automotive Apparatus Cumulative Reserve Account Within the General Fund**
- 3.56      Library Reserve Account Within the General Fund**
- 3.60      Sewage Disposal Plant Cumulative Reserve Fund**
- 3.64      Swimming Pool Maintenance and Operation Fund**
- 3.66      Sales and Use Tax**
- 3.68      Room Tax**
- 3.70      Admissions and Entertainment Tax**
- 3.72      Water and Sewer Utility Tax**
- 3.76      Real Estate Excise Tax**
- 3.78      Police Department Substance Abuse Prevention Fund**
- 3.80      Athletic Field Rehabilitation Fund**
- 3.88      Claims/Payroll Clearing Fund**
- 3.90      Cumulative Reserve Account Within the General Fund for the Purchase of Police Vehicles and Vehicle Equipment**
- 3.92      Water Rehabilitation Fund**

|              |                                                                         |
|--------------|-------------------------------------------------------------------------|
| <b>3.94</b>  | <b>Water/Sewer Reserve Funds</b>                                        |
| <b>3.98</b>  | <b>Fireman Park Improvement Reserve Account Within the General Fund</b> |
| <b>3.100</b> | <b>Coal Mine Trail Fund</b>                                             |
| <b>3.102</b> | <b>Drug Enforcement Fund</b>                                            |
| <b>3.104</b> | <b>Bullfrog Shortfall Accounting Fund</b>                               |
| <b>3.106</b> | <b>General Obligation Debt Service Fund</b>                             |
| <b>3.108</b> | <b>HP Fishery Replacement Fund</b>                                      |
| <b>3.112</b> | <b>Technology Reserve Fund</b>                                          |

## **Chapter 3.02**

### **USE OF COLLECTION AGENCY**

#### Sections:

- 3.02.010** Authority of the city.
- 3.02.020** Administration.
- 3.02.030** Authority of collection agency.

#### **3.02.010 Authority of the city.**

The city and each of its departments are hereby granted to use collection agencies to the full extent authorized pursuant to RCW [19.16.500](#)

(Ord. 1408 § 1 (Exh. A), 2014)

#### **3.02.020 Administration.**

The city administrator is authorized to administer the collection of costs, charges, fees and penalties due to the department or to the city by use of a collection agency pursuant to RCW [19.16.500](#). Any amounts not paid within 30 days may be assigned for collection. The city administrator is authorized to enter into agreements with collection agencies to carry out the purpose of this chapter.

(Ord. 1408 § 1 (Exh. A), 2014)

**3.02.030 Authority of collection agency.**

If the collection agency pursues a debt in a court action, the collection agency is authorized to collect all costs of litigation, including attorney's fees and court costs, and other amounts as authorized by law.

(Ord. 1408 § 1 (Exh. A), 2014)

## **Chapter 3.04**

### **FINANCE COMMITTEE**

Sections:

**3.04.010 Composition.**

**3.04.020 Investment.**

**3.04.010 Composition.**

The mayor, the city treasurer, and one city councilman shall constitute the city finance committee. The council member shall be appointed by the council and shall remain a member at the pleasure of the council. The mayor shall act as chairman of the committee and the city treasurer as secretary thereof. A complete record of all investments shall be kept in the financial records of the city, maintained by the city treasurer.

(Ord. 603 § 1, 1966)

**3.04.020 Investment.**

The finance committee is authorized to invest city money from inactive funds or from other funds in excess of current needs in the manner and in the investments prescribed by RCW [35.39.030](#), without the necessity of a consenting ordinance of the city council for each such investment. The finance committee shall make a monthly report of all investment transactions to the city council. The city council or the city finance committee may at any time convert the securities, or any part thereof, into cash. The treasurer shall remain the custodian of all such moneys and securities for the city, as prescribed by RCW [35.24.130](#).

(Ord. 603 § 2, 1966)

## Chapter 3.06

### PURCHASING

#### Sections:

- 3.06.010 Purchase of materials, equipment, supplies, or services.**
- 3.06.020 Purchase contract process – Other than formal sealed bidding.**

#### **3.06.010 Purchase of materials, equipment, supplies, or services.**

- A. The mayor and city administrator are authorized, without further action by the city council, to purchase or enter into contracts for materials, equipment, supplies, and services, not otherwise subject to other provisions of state law or city code, in amounts up to thirty thousand dollars.
- B. The mayor and city administrator are authorized, with the consent of all city council finance committee members, to enter into architectural and engineering contracts in amounts up to fifty thousand dollars.
- C. The mayor and city administrator are authorized, with the consent of all city council finance committee members, to purchase materials, equipment, supplies and services, subject to other provisions of state law and city code, in amounts up to fifty thousand dollars.
- D. The specified constraints remain applicable even to purchases, whether they are budgeted expenses or funded by a grant. Also, the procurement policy still applies.
- E. Purchases made or contracts entered into under subsections [\(B\)](#) and [\(C\)](#) of this section shall be approved by the city council at the next regularly scheduled meeting.

(Ord. 1669 § 1, 2024; Ord. 1604 § 1, 2021; Ord. 1555 § 1, 2019)

#### **3.06.020 Purchase contract process – Other than formal sealed bidding.**

RCW [39.04.190](#) (Purchase contract process – Other than formal sealed bidding) is hereby adopted by reference as currently adopted or as hereafter amended.

(Ord. 1555 § 1, 2019)

## Chapter 3.08

### WARRANTS

#### Sections:

**3.08.010 Interest paid.****3.08.010 Interest paid.**

All warrants issued by the city upon or against any fund of the city which are presented and payment thereof refused for want of funds, shall be endorsed "Not paid for want of funds" and shall thereafter bear interest until called for payment at the rate of four percent per annum.

(Ord. 359 § 1, 1940)

## **Chapter 3.12 PAYROLL WARRANTS**

Sections:

- 3.12.010 Payroll period.**
- 3.12.020 Approval by department head.**
- 3.12.030 Approval by city clerk.**
- 3.12.040 Submission of payroll to city council.**

**3.12.010 Payroll period.**

To provide for systematic payment of city employees, city payroll warrants shall be issued on the last work day of the month and on the sixteenth of each month, unless the sixteenth falls on a Saturday, Sunday or holiday then employees shall be paid on the last work day prior to such day.

(Ord. 1285 § 1, 2008; Ord. 944 § 1, 1991; Ord. 692 § 1, 1975)

**3.12.020 Approval by department head.**

All claims for compensation to employees shall be approved and signed by the responsible department head, said department head certifying that the claim is just, true and unpaid, which certificate shall be a part of each voucher presented for payment.

(Ord. 692 § 2, 1975)

**3.12.030 Approval by city clerk.**

Each claim for payment of employee wages shall be approved by the city clerk and the city clerk shall certify that the claim is just, true and unpaid, which certificate shall be a part of each voucher presented for payment.

(Ord. 692 § 3, 1975)

**3.12.040 Submission of payroll to city council.**

Each payroll shall be submitted to the city council for approval at the next meeting following each payroll period.

(Ord. 692 § 4, 1975)

## **Chapter 3.16**

### **NEWSPAPER PUBLICATION BIDS**

Sections:

- 3.16.010 Call for bids.**
- 3.16.020 Fiscal year.**
- 3.16.030 Official newspaper.**

**3.16.010 Call for bids.**

Bids shall be called annually for the publication in a newspaper published or of general circulation in the city, of all notices or newspaper publications of the city, required by law. Notice of the call for bids shall be published once in the then official city newspaper at any time between June 15th and July 15th, and the contract shall be awarded to the lowest responsible bidder at the last city council meeting in July, for the following fiscal publication year.

(Ord. 505 § 1, 1954)

**3.16.020 Fiscal year.**

The fiscal publication year of the city shall commence on August 1st and end on July 31st of the following calendar year.

(Ord. 505 § 2, 1954)

### **3.16.030 Official newspaper.**

The city's official newspaper during each fiscal year shall be the newspaper to which such bid is awarded for that particular fiscal year.

(Ord. 505 § 3, 1954)

## **Chapter 3.20**

### **CLAIMS AGAINST CITY<sup>1</sup>**

Sections:

- 3.20.010 Filing of claims – Content.**
- 3.20.020 Invalid claim – Action prohibited.**
- 3.20.030 Risk manager designated.**
- 3.20.100 Claims adjustment.**
- 3.20.110 Issuance of check before city council approval.**
- 3.20.120 Finality.**
- 3.20.150 Severability.**
- 3.20.170 Payrolls and wage claims.**

**1 Editor's note:** Ord. No. [1407](#), § 1, repealed Ch. [3.20](#) in its entirety. Section 1(Att.) added a new Ch. [3.20](#) to read as herein set out. Former Ch. [3.20](#) pertained to similar subject matter and derived from Ord. [693](#), §§ 1 – 5, 1975.

### **3.20.010 Filing of claims – Content.**

- A. All claims for damages against the city shall be filed with the city clerk. The city clerk shall immediately forward copies of such claims to the affected city department for comment, the city's risk manager and to the city's risk management service agency.
- B. All such claims for damages shall be filed on forms provided by the city, and shall accurately state the time, place, source, nature and extent of the alleged damage, and give the actual residence of the claimant by street and number at the date of presenting such claim and shall be verified by affidavit of the claimant, or such other person as may be authorized by law to verify such claim to the effect that the same is true.
- C. No action shall be maintained against the city for any claim for damages until the claim has been properly presented to the city as provided herein. The omission to present any claim for damages against the city in the manner or within any time limits provided by law shall be a bar to any action against the city therefor.

(Ord. 1407 § 1(Att.), 2014)

### **3.20.020 Invalid claim – Action prohibited.**

Neither the city council nor any department or officer shall allow, make valid or in any manner recognize any demand against the city which was not at the time of its creation a valid claim against the city; nor shall they, or any of them, allow or authorize to be paid any demands which, without such action, would be invalid or which would have been barred by any statute of limitations, or for which the city was never liable.

(Ord. 1407 § 1(Att.), 2014)

### **3.20.030 Risk manager designated.**

The city administrator is hereby designated as the city's risk manager.

(Ord. 1407 § 1(Att.), 2014)

### **3.20.100 Claims adjustment.**

Approval, denial, or settlement and authorization for payment of claims shall be as follows:

- A. The city's designated risk manager shall be authorized to approve, deny or settle all claims for damages up to \$2,500.00.
- B. All claims for damages which are greater than \$2,500.00, but are less than \$25,000.00, shall be submitted to the city council, along with report and recommendation from the risk manager, for approval, denial or settlement.
- C. All claims which involve bodily or personal injury shall be promptly submitted to the city's risk management service agency for adjustment, along with information regarding the claim submitted by the affected city department. Claims which do not specify an amount of damages or incidents which may result in the filing of a claim may be submitted to the risk management service agency at the designated risk manager's discretion.

(Ord. 1407 § 1(Att.), 2014)

### **3.20.110 Issuance of check before city council approval.**

In order to expedite the payment of claims for damages, the city risk manager, within the limits of his or her authority set out by this chapter, may authorize the issuance of a check to settle a claim prior to city council review and approval, consistent with the requirements of RCW 42.24.180.

(Ord. 1407 § 1(Att.), 2014)

### **3.20.120 Finality.**

The decision of the designated risk manager, city council or the risk management service agency to approve, deny or otherwise settle any claim as provided herein shall be final and conclusive.

(Ord. 1407 § 1(Att.), 2014)

### **3.20.150 Severability.**

If any provision of this chapter or its application to any person or circumstance is held invalid, the remainder of this chapter, or the application of the provision to other persons or circumstances shall not be affected.

(Ord. 1407 § 1(Att.), 2014)

### **3.20.170 Payrolls and wage claims.**

Notwithstanding the foregoing, payroll warrants may be issued and wage claims paid as provided in Chapter [3.12](#).

(Ord. 1407 § 1(Att.), 2014)

## **Chapter 3.24 AD VALOREM TAXES**

Sections:

**3.24.010 Determination.**

**3.24.020 Certified.**

### **3.24.010 Determination.**

On the first Monday in October of each year the mayor shall provide the council with current information on estimates of revenues from all sources as adopted in the budget for the current year, together with estimates submitted by the clerk under Ch. 95, Sec. 5, Law of 1969, First Ex. Sess., as codified at RCW [35.33.051](#). On the same day at eight p.m. the council and the mayor shall meet and consider the city's total anticipated financial requirements for the ensuing fiscal year, and the council shall determine and fix by ordinance the amount to be raised by ad valorem taxes.

(Ord. 633 § 1, 1969)

### **3.24.020 Certified.**

Upon adoption of the ordinance the clerk shall certify the same to the board of county commissioners as required by RCW [84.52.020](#).

(Ord. 633 § 2, 1969)

## **Chapter 3.26 GAMBLING AND TAXATION THEREOF**

Sections:

- 3.26.010 Permitted generally.**
- 3.26.020 License – Filing with the chief of police.**
- 3.26.030 Tax – Required generally.**
- 3.26.040 Tax – Levy – Bingo, raffles, punchboards, pull tabs and amusement games.**
- 3.26.050 Tax – Levy – Social card games.**
- 3.26.060 Tax – Payment – Reports.**
- 3.26.070 Use of revenue.**
- 3.26.080 Ordinance copy to State Gambling Commission.**
- 3.26.090 Lien.**
- 3.26.100 Violation – Penalty.**
- 3.26.110 Annual review.**

### **3.26.010 Permitted generally.**

Upon the effective date of the ordinance codified in this chapter, all gambling activities permitted by the Cle Elum Municipal Code, to the extent authorized under the laws of the state, and particularly Substitute House Bill No. 711, Chapter 218, Laws of 1973 (43rd Leg. First Ex. Sess.) and any amendments thereto, shall be subject to the provisions contained herein and further subject to any licensing requirements and regulatory requirements of the state.

(Ord. 1200 § 1, 2003)

**3.26.020 License – Filing with the chief of police.**

Any person, association or organization, required to obtain a license for gambling under the laws of the state, which receives such a license, shall upon receipt thereof immediately file a copy thereof with the chief of police and shall thereafter promptly notify the chief of any change, suspension or action pertaining to such license.

(Ord. 1200 § 1, 2003)

**3.26.030 Tax – Required generally.**

Upon the effective date of the ordinance codified in this chapter, and unless as otherwise provided herein, any person, association or organization engaging in gambling activities pursuant to a state license and as authorized under the laws of the state shall be subject to a city tax thereon, as set out further in this chapter.

(Ord. 1200 § 1, 2003)

**3.26.040 Tax – Levy – Bingo, raffles, punchboards, pull tabs and amusement games.**

A. There shall be no city tax levied upon bingo, raffles and amusement games.

B. There shall be a city tax levied quarterly upon punchboards and pull tabs for commercial stimulant operators of three percent of the quarterly win, calculated as gross receipts from punchboard and pull tab sales less the amount awarded as cash or merchandise prizes. There shall be no city tax levied upon punchboards and pull tabs for bona fide charitable or nonprofit organizations, as defined by Chapter 9.46 RCW of the laws of the state.

(Ord. 1200 § 1, 2003)

**3.26.050 Tax – Levy – Social card games.**

With respect to social card games, there shall be a city tax levied quarterly in the amount of three percent on the first three hundred thousand dollars of each quarterly win, calculated as gross receipts from social card games less the amount awarded as cash or merchandise prizes, and in an amount of five percent on all amounts exceeding three hundred thousand dollars of each quarterly win, calculated as gross receipts from social card games less the amount awarded as cash or merchandise prizes.

(Ord. 1200 § 1, 2003)

### **3.26.060 Tax – Payment – Reports.**

The taxes called for as set forth in Cle Elum Municipal Code 3.26.040 and 3.26.050 shall be paid to the city treasurer quarterly upon the filing, with the Washington State Gambling Commission, of the required quarterly activity reports or any other any report of gambling monies received by a gambling license holder, and a duplicate copy of any such reports shall be filed simultaneously with the city treasurer along with the payment of the tax thereon.

(Ord. 1200 § 1, 2003)

### **3.26.070 Use of revenue.**

Pursuant to RCW 9.46.113, the city shall use the revenue collected from the taxes levied on city-authorized gambling activities primarily for the purpose of enforcement of the provisions of this chapter by the city police department, such that the revenues shall first be used for policing of and gambling enforcement activities that the police department demonstrates by quantifiable evidence to be reasonably necessary. The balance of the revenue collected from the taxes levied on city-authorized gambling activities shall be used solely for parks in the city of Cle Elum.

(Ord. 1200 § 1, 2003)

### **3.26.080 Ordinance copy to State Gambling Commission.**

Upon the effective date of the ordinance codified in this chapter, the city clerk shall mail a certified copy of the ordinance codified herein to the chairman of the State Gambling Commission.

(Ord. 1200 § 1, 2003)

### **3.26.090 Lien.**

Taxes imposed under this chapter become a lien upon personal and real property used in the gambling activity in the same manner as provided for under RCW 84.60.010. The lien shall attach on the date the tax becomes due and shall relate back and have priority against real and personal property to the same extent as ad valorem taxes.

(Ord. 1200 § 1, 2003)

**3.26.100 Violation – Penalty.**

In addition to any liability for civil remedies in favor of the city for collection of any delinquent taxes under the provisions of this chapter, and in addition to any penalties that might be imposed by the state, a violation for the provisions of this chapter is a misdemeanor punishable in accordance with Cle Elum Municipal Code [5.02.220](#).

(Ord. 1200 § 1, 2003)

**3.26.110 Annual review.**

All taxes imposed hereunder shall be subject to review and revision by the Cle Elum city council on an annual basis.

(Ord. 1200 § 1, 2003)

## Chapter 3.28

### LEASEHOLD EXCISE TAX

Sections:

- 3.28.010 Levied.**
- 3.28.020 Rate.**
- 3.28.030 Exemption.**
- 3.28.040 Collection.**
- 3.28.050 Contract with state authorized.**

**3.28.010 Levied.**

There is levied and shall be collected a leasehold excise tax on and after January 1, 1976 upon the act or privilege of occupying or using publicly owned real or personal property within the territorial limits of the city, through a "leasehold interest" as defined by Section 2, Chapter 61, Laws of 1975-76, Second Extraordinary Session, codified at RCW [82.29A.020](#) (hereinafter referred to as "the state act"). The tax shall be paid, collected and remitted to the Department of Revenue of the state at the time and in the manner prescribed by Section 5 of the state act.

(Ord. 711 § 1, 1976)

### **3.28.020 Rate.**

The rate of tax imposed by Section 3.28.010 shall be four percent of the taxable rent (as defined by Section 2 of the state act); provided, that the following credit shall be allowed in determining the tax payable:

A. With respect to a leasehold interest arising out of any lease or agreement, the terms of which were binding on the lessee prior to July 1, 1970, where such lease or agreement has not been renegotiated (as defined by Section 2 of the state act) since that date, and excluding from such credit any lease or agreement including options to renew which extends beyond January 1, 1985, as follows:

1. With respect to taxes due in calendar year 1976, a credit equal to eighty percent of the tax produced by the above rate;
2. With respect to taxes due in calendar year 1977, a credit equal to sixty percent of the tax produced by the above rate;
3. With respect to taxes due in calendar year 1978, a credit equal to forty percent of the tax produced by the above rate;
4. With respect to taxes due in calendar year 1979, a credit equal to twenty percent of the tax produced by the above rate.

B. With respect to a product lease (as defined by RCW 82.29A.050), a credit of thirty-three percent of the tax produced by the above rate.

(Ord. 711 § 2, 1976)

### **3.28.030 Exemption.**

Leasehold interests exempted by the RCW 82.29A.130 as it now exists or may hereafter be amended shall be exempt from the tax imposed pursuant to Section 3.28.010.

(Ord. 711 § 4, 1976)

### **3.28.040 Collection.**

The administration and collection of the tax imposed by this ordinance shall be in accordance with the provisions of the state act.

(Ord. 711 § 3, 1976)

### **3.28.050 Contract with state authorized.**

The mayor of the city is authorized to execute a contract with the Department of Revenue of the state for the administration and collection of the tax imposed by Section [3.28.010](#); provided, that the city attorney shall first approve the form and content of the contract.

(Ord. 711 § 5, 1976)

## **Chapter 3.30**

### **REGISTRATION SYSTEM FOR BONDS AND OBLIGATIONS**

Sections:

- 3.30.010 Definitions.**
- 3.30.020 Findings.**
- 3.30.030 Adoption of registration system.**
- 3.30.040 Registration – Requirement and method.**
- 3.30.060 Registrar – Appointment, powers and duties.**
- 3.30.070 Statement of transfer restrictions.**

### **3.30.010 Definitions.**

The following words shall have the following meanings when used in this chapter:

“Bond” or “bonds” shall have the meaning defined in RCW [39.46.020\(1\)](#), as the same may be from time to time amended.

“City” means the city of Cle Elum, Washington.

“Fiscal Agencies” means the duly appointed fiscal agencies of the state of Washington serving as such at any given time.

“Obligation” or “obligations” shall have the meaning defined in RCW [39.46.020\(3\)](#), as the same from time to time may be amended.

“Registrar” means the person, persons or entity designated by the city to register ownership of bonds or obligations under this chapter or under an ordinance of the city authorizing the issuance of such bonds or obligations.

(Ord. 960 § 1, 1992)

### **3.30.020 Findings.**

The city council of the city finds that it is in the city's best interest to establish a system of registering the ownership of the city's bonds and obligations in the manner permitted.

(Ord. 960 § 2, 1992)

### **3.30.030 Adoption of registration system.**

The city adopts the system set out in this chapter of registering the ownership of its bonds and obligations.

(Ord. 960 § 3, 1992)

### **3.30.040 Registration – Requirement and method.**

A. *Registration Requirement.* All bonds and obligations offered to the public, having a maturity of more than one year, on which the interest is intended to be excluded from gross income for federal income tax purposes, shall be registered as to both principal and interest as provided in this chapter.

B. *Method of Registration.* The registration of all city bonds and obligations required to be registered shall be carried out either by:

1. A book entry system of recording the ownership of the bond or obligation on the books of the registrar, whether or not a physical instrument is issued; or
2. Recording the ownership of the bond or obligation and requiring as a condition of the transfer of ownership of any bond or obligation the surrender of the old bond or obligation and either the reissuance of the old bond or obligation or the issuance of a new bond or obligation to the new owner.

C. *Transfer of Ownership.* No transfer of any bond or obligation subject to registration requirements shall be effective until the name of the new owner and the new owner's mailing address, together with such other information deemed appropriate by the registrar, shall be recorded on the books of the registrar.

(Ord. 960 § 3(a), (b), 1992)

### **3.30.060 Registrar – Appointment, powers and duties.**

A. *Appointment.* Unless otherwise provided in the ordinance authorizing the issuance of registered bonds or obligations, the city treasurer shall be the registrar for all registered interest-bearing warrants, installment contracts, interest-bearing leases and other registered bonds or obligations not usually subject to trading without

a fixed maturity date or maturing one year or less after issuance, and the fiscal agencies shall be the registrar for all other city bonds and obligations without a fixed maturity date or maturing more than one year after issuance.

B. *Powers and Duties.*

1. The registrar shall serve as the city's authenticating trustee, transfer agent, registrar and paying agent for all registered bonds and obligations for which he, she or it serves as registrar, and shall comply fully with all applicable federal and state laws and regulations respecting the carrying out of those duties.
2. The rights, duties, responsibilities and compensation of the registrar shall be prescribed in each ordinance authorizing the issuance of the bonds or obligations, which rights, duties, responsibilities and compensation shall be embodied in a contract executed by the city treasurer and the registrar, except that:
  - a. When the fiscal agencies serve as registrar, the city adopts by reference the contract between the State Finance Committee of Washington and the fiscal agencies in lieu of executing a separate contract and prescribing by ordinance the rights, duties, obligations and compensation of the registrar; and
  - b. When the city treasurer serves as registrar, a separate contract shall not be required.
3. In all cases when the registrar is not the fiscal agencies and the bonds or obligations are assignable, the ordinance authorizing the issuance of the registered bonds or obligations shall specify the terms and conditions of:
  - a. Making payments of principal and interest;
  - b. Printing any physical instruments, including the use of identifying numbers or other designation;
  - c. Specifying record and payment dates;
  - d. Determining denominations;
  - e. Establishing the manner of communicating with the owners of the bonds or obligations;
  - f. Establishing the methods of receipting for the physical instruments for payment of principal, the destruction of such instruments, and the certification of such destruction;
  - g. Registering or releasing security interest, if any; and
  - h. Such other matters pertaining to the registration of the bonds or obligations authorized by such ordinance as the city may deem to be necessary or appropriate.

(Ord. 960 § 3(d), (e), 1992)

**3.30.070 Statement of transfer restrictions.**

Any physical instrument issued or executed by the city subject to registration under this chapter shall state on its face that the principal of and interest on the bonds or obligations shall be paid only to the owner thereof registered as such on the books of the registrar as of the record date defined in the instrument and to no other person, and that such instrument, either principal or interest, may not be assigned except on the books of the registrar.

(Ord. 960 § 4, 1992)

## **Chapter 3.32 LOCAL IMPROVEMENTS**

Sections:

**3.32.010 Special assessments.**

**3.32.020 Delinquent penalty.**

**3.32.010 Special assessments.**

All special assessments to pay the cost and expense of any local improvement authorized by the city shall be paid to the treasurer of the city on or before thirty days from the date of the first publication of a certified copy of the assessment roll by the city treasurer.

(Ord. 192 § 1, 1919)

**3.32.020 Delinquent penalty.**

If the assessments are not paid within said time, they shall become delinquent and shall bear interest at the rate of eight percent per annum, and in addition thereto shall bear five percent penalty, and both interest and penalty shall be included in, and shall be a part of the assessment lien.

(Ord. 192 § 2, 1919)

## **Chapter 3.34 PROCUREMENT**

Sections:

**3.34.010 Procurement policy and federal award standards.****3.34.010 Procurement policy and federal award standards.**

The city council hereby adopts the “City of Cle Elum Procurement Policy and Federal Award Standards” attached hereto as [Exhibit A](#) and incorporated herein by this reference.

(Res. 2023-022 § 1, 2023)

## **Chapter 3.36**

### **ANTIRECESSION FISCAL ASSISTANCE FUND**

Sections:

- 3.36.010 Created.**
- 3.36.020 Purposes.**
- 3.36.030 Uses.**
- 3.36.040 Time limitation.**

**3.36.010 Created.**

There is created a special fund entitled “antirecession fiscal assistance fund” into which shall be paid all federal funds received under Title II of the Public Works Employment Act of 1976 and any amendments thereto.

(Ord. 720 § 1, 1977)

**3.36.020 Purposes.**

This fund is established to account for all federal funds received under the abovesaid act, in accordance with federal regulations and regulations imposed by the state pertaining thereto. The receipt of Title II money will be entered in Account No. 332.98 and must be expended from the fund into which it was originally received. The only transfers allowed are to the payroll fund and the claims fund.

(Ord. 720 § 2, 1977)

**3.36.030 Uses.**

Expenditures from this fund shall be used to maintain basic services which have been provided to residents by the city. Payments shall be used for the maintenance of levels of public employment and of basic services within the following governmental expenditure categories: education, highways, public welfare, health and hospitals, police and corrections, fire protection, sewerage and sanitation, natural resources, housing and urban renewal, transportation, libraries, financial administration, general administration, general public buildings, interest on general debt and parks and recreation. Payments may not be used to initiate basic services not previously provided during the immediately preceding two fiscal years of the city. Said funds may be used for the acquisition of supplies and materials only to the extent that such expenditures are incidental and necessary to the continued rendition of a basic service. Any expenditures for construction shall be limited to structural repairs or renovations and shall be permissible only when necessary for the maintenance of a basic service. Any interest earned on the investment of Title II funds shall be used for the same purpose as Title II funds.

(Ord. 720 § 3, 1977)

**3.36.040 Time limitation.**

The abovesaid Title II funds must be appropriated or obligated within six months of receipt thereof by the city.

(Ord. 720 § 4, 1977)

## Chapter 3.40

### ARTERIAL STREET FUND

Sections:

**3.40.010 Created.**

**3.40.020 Use.**

**3.40.010 Created.**

There is created for the city a separate fund to be known as the "arterial street fund." Into this fund shall be paid the proceeds of the one-half cent of additional tax received by the city under the provisions of RCW [82.36.020](#), together with the twenty-five percent matching funds to be paid by the city under the statute.

(Ord. 573 § 1, 1961)

**3.40.020 Use.**

The moneys in this fund shall be used exclusively for the construction, improvement and repair of arterial highways in the city as defined in RCW [46.04.030](#), and in accordance with the procedures established from time to time by the Washington State Director of Highways and the Division of Municipal Corporations and the comprehensive street program to be adopted and from time to time revised under Section 2 of Chapter 195, Laws of the State, 1961 Regular Session, as codified at RCW [35.77.010](#).

(Ord. 573 § 2, 1961)

## **Chapter 3.44**

### **CARPENTER MEMORIAL LIBRARY CONSTRUCTION FUND**

Sections:

**3.44.010 Created – Sources.**

**3.44.020 Purposes.**

**3.44.030 Uses.**

**3.44.010 Created – Sources.**

There is created a special fund entitled "Carpenter Memorial Library construction fund" into which shall be paid all funds received by the city from the U.S. Department of Commerce Economic Development Administration pursuant to a grant by the Economic Development Administration.

(Ord. 721 § 1, 1977)

**3.44.020 Purposes.**

This fund is established to account for all federal funds received from the Economic Development Administration in accordance with regulations imposed by the Economic Development Administration.

(Ord. 721 § 2, 1977)

**3.44.030 Uses.**

Expenditures from this fund shall be used solely for constructing and equipping Carpenter Memorial Library pursuant to Economic Development Administration Project No. 07-51-04503.

(Ord. 721 § 3, 1977)

## **Chapter 3.48**

### **FEDERAL SHARED REVENUE FUND**

Sections:

- 3.48.010 Created – Sources.**
- 3.48.020 Purpose.**
- 3.48.030 Type of expenditures.**
- 3.48.040 Method of expenditures.**
- 3.48.050 Prohibited use.**
- 3.48.060 Time limitation.**

#### **3.48.010 Created – Sources.**

There is created a separate, special fund entitled “federal shared revenue fund” into which shall be paid all federal shared revenues received under Title I of the State and Local Fiscal Assistance Act of 1972, and any amendments thereto.

(Ord. 666 § 1, 1972)

#### **3.48.020 Purpose.**

This fund is established to account for all entitlements (federal shared revenues) received under the act, in accordance with federal regulations and state regulations pertaining thereto. At its inception, pending further regulations, the fund shall be identified by fund code 199, all receipts shall be credited to Revenue Account 332.99 “Federal Entitlements – Federal Shared Revenue,” and all expenditures shall be classified in the 500 series of accounts as prescribed in the Budgeting, Accounting and Reporting (BARS) Manual.

(Ord. 666 § 2, 1972)

#### **3.48.030 Type of expenditures.**

Expenditures from this fund shall be made only for expenditures of a priority nature as now and hereafter defined in the federal act, presently defined as:

- A. Ordinary and necessary maintenance and operating expenses for:

1. Public safety (including law enforcement, fire protection and building code enforcement),
2. Environmental protection (including sewage disposal, sanitation, and pollution abatement),
3. Public transportation (including transit systems and streets and roads),
4. Health,
5. Recreation,
6. Libraries,
7. Social services for the poor or aged,
8. Financial administration; and

B. Ordinary and necessary capital expenditures authorized by law.

(Ord. 666 § 3, 1972)

### **3.48.040 Method of expenditures.**

Expenditures from this fund shall be made only by ordinance appropriating a specific amount of money within the fund for a designated purpose and authorizing the transfer of that amount of money to another specified city fund for appropriation therein and expenditure therefrom. Appropriations must be provided for the expenditure of these funds in the same manner as for the expenditure of funds from other sources.

(Ord. 666 § 4, 1972)

### **3.48.050 Prohibited use.**

The shared revenue moneys shall not be employed for matching purposes in connection with the securing of other federal money.

(Ord. 666 § 5, 1972)

### **3.48.060 Time limitation.**

These moneys must be expended within twenty-four months from the date of each check unless permission for an extension of time is approved by the U.S. Treasury Department.

(Ord. 666 § 6, 1972)

## Chapter 3.52

### FIRE DEPARTMENT AUTOMOTIVE APPARATUS CUMULATIVE RESERVE ACCOUNT WITHIN THE GENERAL FUND

Sections:

**3.52.010**    **Created.**

**3.52.020**    **Use.**

#### **3.52.010**    **Created.**

There is created for the city a separate reserve account within the general fund which shall be entitled "fire department automotive apparatus cumulative reserve account within the general fund."

(Ord. 1501 § 2, 2018; Ord. 1175 § 2, 2002; Ord. 1032, 1995; Ord. 576 § 1, 1962)

#### **3.52.020**    **Use.**

The moneys in this reserve account within the general fund shall be used exclusively for the purchase of fire department automotive apparatus for use by the city fire department, and shall be expended only upon order of the city council.

(Ord. 1501 § 3, 2018; Ord. 1175 § 3, 2002; Ord. 576 § 2, 1962)

## Chapter 3.56

### LIBRARY RESERVE ACCOUNT WITHIN THE GENERAL FUND

Sections:

**3.56.010**    **Created.**

**3.56.020**    **Use.**

#### **3.56.010**    **Created.**

There is created for the city a separate fund to be known as the "library reserve account within the general fund," into which there shall be paid all moneys received from donations, appropriations, taxation and all other sources which are dedicated or designated for city library purposes.

(Ord. 1496 § 2, 2018; Ord. 587 § 1, 1963)

### **3.56.020 Use.**

The moneys in the fund shall be used exclusively for city library purposes.

(Ord. 587 § 2, 1963)

## **Chapter 3.60**

### **SEWAGE DISPOSAL PLANT CUMULATIVE RESERVE FUND**

Sections:

**3.60.010 Created.**

**3.60.020 Use.**

### **3.60.010 Created.**

There is created for the city a separate fund to be known as "cumulative reserve fund for sewage disposal plant." Into this fund there shall be paid, pursuant to the 1953 budget, the sum of five thousand dollars from surplus moneys in the current fund. Thereafter there shall be paid into the fund annually, if budgeted annually, the sum of five thousand dollars from any available surplus moneys in the current fund, it being the purpose of this chapter to provide a definite financing arrangement whereby the city may acquire a sewage disposal plant. If in any particular year after 1953 there shall be available a sum greater or lesser than five thousand dollars, then the city council shall, bearing in mind the purpose of this chapter, budget such greater or lesser sums as may be available for payment into this fund.

(Ord. 485 § 1, 1952)

### **3.60.020 Use.**

The moneys in this fund shall be used exclusively to obtain for the city a sewage disposal plant, and shall be expended only upon order of the city council. This fund is declared to be a cumulative reserve fund in accordance with RCW [35.21.070](#) and [35.21.080](#).

(Ord. 485 § 2, 1952)

## Chapter 3.64

### SWIMMING POOL MAINTENANCE AND OPERATION FUND

Sections:

**3.64.010**    **Established – Revenues.**

**3.64.020**    **Purpose.**

**3.64.030**    **Use of expenditures.**

**Prior legislation:** Ord. 561.

#### **3.64.010    Established – Revenues.**

There is created a special fund, the “swimming pool maintenance and operation fund,” into which shall be paid all funds received by the city from private individuals and any or all governmental entities designated to be used for refurbishing, maintaining and operating the Cle Elum Swimming Pool.

(Ord. 802 § 1, 1983)

#### **3.64.020    Purpose.**

This fund is established to account for all funds received, which funds are intended to be used for the refurbishing, maintenance and operation of the swimming pool.

(Ord. 802 § 2, 1983)

#### **3.64.030    Use of expenditures.**

Expenditures from this fund shall be used solely for refurbishing, maintaining and operating the swimming pool owned by the city.

(Ord. 802 § 3, 1983)

## Chapter 3.66

### SALES AND USE TAX

Sections:

**3.66.010**

**Sales and use tax authorized by RCW 82.14.030(1) as amended by Section 17, Chapter 49, Laws of 1982 (First Extraordinary Session).**

**3.66.020 Sales and use tax authorized by RCW 82.14.030(2) as enacted by Section 17, Chapter 49, Laws of 1982 (First Extraordinary Session).**

**3.66.010 Sales and use tax authorized by RCW 82.14.030(1) as amended by Section 17, Chapter 49, Laws of 1982 (First Extraordinary Session).**

A. *Imposition.* There is imposed a sales or use tax, as the case may be, upon every taxable event, as defined in Section 3, Chapter 94, Laws of 1970 (First Extraordinary Session) occurring within the city. The tax shall be imposed upon and collected from those persons from whom the state sales or use tax is collected pursuant to RCW Chapters [82.08](#) and [82.12](#).

B. *Tax Rate.* The rate of tax imposed by this section shall be one-half of one percent of the selling price or value of the article used, as the case may be; provided, however, that during such period as there is in effect a sales or use tax imposed by Kittitas County, the rate of tax imposed by this chapter shall be four hundred twenty-five one-thousandths of one percent.

(Ord. 796 § 1, 1983)

**3.66.020 Sales and use tax authorized by RCW 82.14.030(2) as enacted by Section 17, Chapter 49, Laws of 1982 (First Extraordinary Session).**

A. *Imposition.* In addition to the tax imposed by Section [3.66.010](#), there is imposed a separate sales or use tax, as the case may be, upon the same taxable events upon which the tax imposed under Section [3.66.010](#) is levied, and as specifically authorized by Section 17, Chapter 49, Laws of 1982 (First Extraordinary Session).

B. The rate of tax imposed by this section, which shall be in addition to the rate of the tax imposed by Section [3.66.010](#), shall be one-half of one percent of the selling price (in the case of a sales tax) or value of the article used (in the case of a use tax); provided, however, that in the event Kittitas County imposes a sales and use tax under this section at a rate equal to or greater than the rate imposed under this section, the county shall receive fifteen percent of the city tax; provided further, that in the event that Kittitas County imposes a sales and use tax under this section at a rate which is less than the rate imposed under this section, the county shall receive that amount of revenues from the city tax equal to fifteen percent of the rate of tax imposed by the county.

(Ord. 796 § 2, 1983)

## Chapter 3.68

### ROOM TAX

Sections:

- 3.68.010 Room tax – Imposition.**
- 3.68.020 Definitions.**
- 3.68.030 Administration and collection.**
- 3.68.040 Tourist support fund – Created – Expenditures.**

#### **3.68.010 Room tax – Imposition.**

Commencing April 1, 2014, for the purposes set forth in RCW [67.28.181](#) and RCW [67.28.210](#) there is hereby imposed and levied a special excise tax of a total of four percent on the sale or charge made for the furnishing of lodging by a hotel, roominghouse, tourist court, motel, trailer camp, and granting of similar license to use real property, as distinguished from renting or leasing of real property in the city; provided that it shall be presumed that the occupancy of real property for a continuous period of one month or more constitutes a rental or lease of real property, and not a mere license to use or enjoy the same.

(Ord. 1399 § 1, 2013; Ord. 1143 § 1, 2001; Ord. 770 § 1(a), 1981)

#### **3.68.020 Definitions.**

The definition of “selling price,” “seller,” “buyer,” “consumer” and all other definitions as are now contained in RCW [82.08.010](#) and subsequent amendments thereto, are adopted as the definitions for the tax levied in this chapter.

(Ord. 770 § 1(b), 1981)

#### **3.68.030 Administration and collection.**

For the purposes of the tax levied in this chapter:

- A. The Department of Revenue of the state is designated as the agent of the city for the purpose of collection and administration.
- B. The administrative provisions contained in RCW [82.08.050](#) through [82.08.070](#) and RCW Chapter [82.32](#) shall apply with respect to administration and collection by the Department of Revenue.
- C. All rules and regulations adopted by the Department of Revenue for the administration of RCW Chapter [82.08](#) are adopted.

D. The Department of Revenue is empowered, on behalf of the city, to prescribe such special forms and reporting procedures as the Department of Revenue may deem necessary.

(Ord. 770 § 1(c), 1981)

### **3.68.040 Tourist support fund – Created – Expenditures.**

- A. *Fund Created.* There is hereby created a special fund to be known as the “tourist support fund.”
- B. All proceeds of the special excise tax imposed by this chapter shall be deposited in the tourist support fund, together with funds from other sources as may be determined from time to time by the city council.
- C. *Purpose – Expenditure.* All of the revenues from the fund created in this chapter shall be used for the purpose of paying all or any part of the acquisition, construction or operation of tourist oriented facilities within the city, or for advertising, publicizing or otherwise distributing information for the purpose of attracting visitors and encouraging tourist expansion.

(Ord. 895 § 1, 1989; Ord. 834 § 1, 1984; Ord. 770 § 1(d), 1981)

## **Chapter 3.70**

### **ADMISSIONS AND ENTERTAINMENT TAX**

Sections:

- 3.70.010 Admission charge – Definitions.**
- 3.70.020 Admissions tax – Levied.**
- 3.70.030 Determinations of amount.**
- 3.70.040 Collection – Remittance to treasurer.**
- 3.70.050 Application and reporting.**
- 3.70.060 Violations.**

### **3.70.010 Admission charge – Definitions.**

- A. “Admission charge,” in addition to its usual meaning, shall include but not be limited to the following:
1. A charge made for season tickets or subscriptions;
  2. A cover charge, or a charge made for use of seats and tables reserved or otherwise, and other similar accommodations;

3. A charge made for food and refreshment in any place where free entertainment, recreation or amusement is provided;
  4. A charge made for rental or use of equipment or facilities for purposes of recreation or amusement; if the rental of the equipment or facilities is necessary to the enjoyment of a privilege for which a general admission is charged, the combined charges shall be considered as the admission charge;
  5. Automobile parking charges if the amount of the charge is determined according to the number of passengers in the automobile.
- B. "Nonprofit organization" means any organization organized and operated for charitable, education or other purposes, which is exempt from taxation pursuant to Section 501(c)(3) of the Internal Revenue Code of 1954, as amended.
- C. "Place" means and includes, but is not restricted to theaters, dancehalls, amphitheaters, auditoriums, stadiums, athletic pavilions and fields, baseball and athletic parks, circuses, side shows, swimming pools, outdoor amusement parks, carnivals, fairs, rodeos, concerts, mountain recreation areas, snow recreation areas, bowling alleys, and golf courses.
- D. *Exemptions.*
1. For purposes of greater ease and economy in the administration, collection and enforcement of the admissions tax, certain participatory athletic or sporting events are exempted from this ordinance. This exemption shall apply to participants or customers of archery ranges, batting cages, billiards, shuffleboard, darts, gun clubs, softball, campgrounds, guest ranches, dogsled races, snowmobile races, ski rentals, ski equipment rentals, snow recreation equipment rentals and swimming. This exemption shall not apply to bowling or golf. This exemption shall also not apply to spectators at athletic or sporting events who pay an admissions charge, except as provided in subsection D.2., below.
  2. The admissions tax imposed by this ordinance shall not apply to a nonprofit organization, or to any person paying an admission to any event sponsored or conducted by an "elementary" or "secondary" school. For purposes of this ordinance "elementary" or "secondary" school means a public or private school enrolling students in grades kindergarten through twelve.

(Ord. 1448 § 1, 2016; Ord. 1447 § 1, 2016)

### **3.70.020 Admissions tax – Levied.**

There is hereby levied a five percent tax on admissions for entertainment purposes in the City of Cle Elum. Such tax is to continue indefinitely or until amended or repealed by the city council.

(Ord. 1448 § 1, 2016; Ord. 1447 § 1, 2016)

### **3.70.030 Determinations of amount.**

A. *Amount.* The tax here imposed shall be in the amount of five percent on each admission or entertainment charge.

B. *Signs Posted.* Whenever a charge is made for admission to any place, a sign shall be posted in a conspicuous place on the entrance or ticket office stating that a five percent city admission tax is included in the admission charge.

(Ord. 1448 § 1, 2016; Ord. 1447 § 1, 2016)

### **3.70.040 Collection – Remittance to treasurer.**

A. The tax imposed hereunder shall be collected from the person paying the admission charge at the time the admission charge is paid, and such taxes shall be remitted by the person collecting the tax to the treasurer in monthly remittances on or before the last day of the month succeeding the end of the monthly period in which the tax is collected or received, and accompanied by such reports as the treasurer shall require.

B. Any person receiving any payment for admissions shall make out a return upon such forms and setting forth such information as the treasurer may require, showing the amount of the tax upon admissions for which he is liable for the preceding monthly period, and shall sign and transmit the same to the treasurer with a remittance for the amount; provided, that the treasurer may at his discretion require verified annual returns from any person receiving admission payments setting forth such additional information as he may deem necessary to determine correctly the amount of tax collected and payable.

C. If the return provided for herein is not made and transmitted and the tax is not collected and remitted to the city by the last day of the month succeeding the end of the month in which the tax was collected, the treasurer shall add a penalty of ten percent of the tax per month or fraction thereof for each month overdue, which shall be added to the amount of the tax due, and remitted in the same manner.

D. Whenever any theater, circus, show, exhibition, entertainment or amusement makes an admission charge which is subject to the tax herein levied, and the same is of a temporary or transitory nature or there exists a reasonable question of financial responsibility, of which the treasurer shall be the judge, the report and remittance of the admission tax may be required immediately upon the collection of the same, at the conclusion of the performance or exhibition, or at the conclusion of the series of performances or exhibitions.

E. Every person liable for the collection and payment of the tax imposed by this chapter shall keep and preserve for a period of five years all unused tickets, ticket manifests, books and all other records from which can be determined the amount of admission tax which he was liable to remit under the provisions of this chapter, and all such tickets, books and records shall be open for examination and audit at all reasonable times by the treasurer or his duly authorized agent.

(Ord. 1448 § 1, 2016; Ord. 1447 § 1, 2016)

### **3.70.050 Application and reporting.**

- A. Any person conducting or operating any place for entrance to which an admission charge is made shall procure from the city an annual certificate of registration, the fee for which shall be thirty-five dollars, and it shall be posted in a conspicuous place where tickets of admission are sold or the activity occurs. Annual renewals will be provided without a fee.
- B. The applicant for a certificate of registration shall furnish the treasurer with the application, with the name and address of the owner, lessee or the custodian of the premises upon which the amusement is to be conducted; and such owner, lessee or custodian shall be notified of the issuance of such certificate and of his joint liability for collection and remittance of such tax.
- C. The treasurer shall have the power to adopt rules and regulations not inconsistent with the terms of this chapter for carrying out and enforcing the payment, collection and remittance of the tax herein levied; and a copy of the rules and regulations shall be on file and available for public examination in the city clerk's office.

(Ord. 1448 § 1, 2016; Ord. 1447 § 1, 2016)

### **3.70.060 Violations.**

- A. *Violation a Misdemeanor.* Each violation of or failure to comply with the provisions of this chapter constitutes a separate offense and is a misdemeanor.
- B. *Collection of Tax by Civil Action.* Any fee or tax due and unpaid and delinquent under the provisions of this chapter and all penalties thereon, may be collected by civil action, which remedies shall be in addition to any and all other existing remedies.
- C. *Violators Designated.* Any person who directly or indirectly performs or omits to perform any act in violation of the provisions of this chapter, or aids or abets the same, whether present or absent, and every person who directly or indirectly counsels, encourages, hires, commands, induces or otherwise procures another to commit such violation is and shall be a principal under the terms of this chapter and may be proceeded against as such.

(Ord. 1448 § 1, 2016; Ord. 1447 § 1, 2016)

## **Chapter 3.72**

### **WATER AND SEWER UTILITY TAX**

Sections:

- 3.72.010 Imposed.**
- 3.72.020 Collection.**
- 3.72.030 Disposition and expenditure of funds.**

**3.72.010 Imposed.**

There is hereby imposed upon any firm, person or corporation connected to or using the water and sewer utilities of the city of Cle Elum a utility tax which shall be six percent of the monthly bill of any person, firm or corporation connected to or utilizing the water and/or sewer utility systems of the city of Cle Elum.

(Ord. 1203 § 1, 2003; Ord. 847 § 1, 1986)

**3.72.020 Collection.**

The city clerk of the city of Cle Elum is hereby authorized and directed to bill and collect utility tax hereinabove set forth for the period commencing with the month of December, 2003 and each month thereafter.

(Ord. 1203 § 2, 2003; Ord. 847 § 2, 1986)

**3.72.030 Disposition and expenditure of funds.**

The funds generated by this utility tax shall be deposited to and expended from the funds under the city of Cle Elum budget heading "Current Fund."

(Ord. 1203 § 3, 2003; Ord. 847 § 3, 1986)

## **Chapter 3.76**

### **REAL ESTATE EXCISE TAX**

Sections:

- 3.76.010 Imposed – Rate.**
- 3.76.015 Imposition of additional one-quarter of one percent real estate excise tax.**
- 3.76.020 Collection.**
- 3.76.030 Compliance with state law.**
- 3.76.040 Use of proceeds.**

**3.76.010 Imposed – Rate.**

Pursuant to authority granted to cities of the state pursuant to RCW [82.46.010](#) there is imposed an excise tax on the sale of real property within the corporate limits of the city, at a rate equal to one-quarter of one percent of the selling price of the property.

(Ord. 1630 § 1 (Exh. A), 2022; Ord. 851 § 1, 1986)

### **3.76.015 Imposition of additional one-quarter of one percent real estate excise tax.**

There is hereby imposed an excise tax of one-quarter of one percent of the selling price on each sale of real property within the corporate limits of the city, as authorized by RCW [82.46.035](#). This excise tax is in addition to the one-quarter of one percent excise tax imposed by CEMC Section [3.76.010](#). Proceeds from this additional tax shall be deposited in a separate account in the municipal capital improvement fund and expended as authorized by law under RCW [82.46.035](#).

(Ord. 1630 § 1 (Exh. A), 2022)

### **3.76.020 Collection.**

The tax imposed under CEMC Sections [3.76.010](#) and [3.76.015](#) shall be collected from persons who are taxable by the state under Chapter [82.45](#) RCW upon the occurrence of any taxable event within the city.

(Ord. 1630 § 1 (Exh. A), 2022; Ord. 851 § 2, 1986)

### **3.76.030 Compliance with state law.**

The tax imposed under CEMC Sections [3.76.010](#) and [3.76.015](#) shall comply with all applicable rules, regulations, law and court decisions regarding real excise taxes imposed by the state under Chapter [82.45](#) RCW.

(Ord. 1630 § 1 (Exh. A), 2022; Ord. 851 § 3, 1986)

### **3.76.040 Use of proceeds.**

The distribution of the proceeds of the tax imposed in CEMC Sections [3.76.010](#) and [3.76.015](#) shall be in accordance with RCW [82.46.030](#). Upon receipt from the Kittitas County treasurer of the city's share of the tax imposed in CEMC Section [3.76.010](#), the city treasurer shall deposit the receipted funds into the capital improvement fund of the city.

(Ord. 1630 § 1 (Exh. A), 2022; Ord. 851 § 4, 1986)

## Chapter 3.78

### POLICE DEPARTMENT SUBSTANCE ABUSE PREVENTION FUND

Sections:

**3.78.010 Fund created.**

**3.78.010 Fund created.**

It is created within the current fund a separate fund to be known as the “police department’s substance abuse prevention fund.” Moneys deposited in this fund shall be used exclusively to purchase public education items, produce brochures, facilitate officer training and investigations of substance abuse and alcohol related offenses.

(Ord. 896 § 5, 1989)

## Chapter 3.80

### ATHLETIC FIELD REHABILITATION FUND

Sections:

**3.80.010 Created – Source.**

**3.80.020 Purpose.**

**3.80.030 Uses.**

**3.80.010 Created – Source.**

There is created a special fund designated the “athletic field rehabilitation fund” in which shall be paid funds received by the city from private individuals and any or all governmental entities including the city designated to be used for improving and refurbishing the athletic fields owned by the city.

(Ord. 874 § 1, 1987)

**3.80.020 Purpose.**

This fund is established to account for all funds received, which funds are intended to be used for improvement and refurbishment of the athletic fields owned by the city.

(Ord. 874 § 2, 1987)

**3.80.030 Uses.**

Expenditures from this fund shall be used solely for improving and refurbishing the athletic fields within the city.

(Ord. 874 § 3, 1987)

## **Chapter 3.88**

### **CLAIMS/PAYROLL CLEARING FUND**

Sections:

**3.88.010 Claims/payroll clearing fund created.**

**3.88.020 Transfer of funds.**

**3.88.030 Issuance of warrants.**

**3.88.010 Claims/payroll clearing fund created.**

There is created a fund, known and designated as the "claims/payroll clearing fund," into which shall be paid and transferred from the various departments an amount of money equal to the various claims against the city for any purpose.

(Ord. 898 § 1, 1989)

**3.88.020 Transfer of funds.**

Whenever it is deemed necessary, the city treasurer is authorized, empowered and directed to transfer from the funds of the various departments to the claims/payroll clearing fund sufficient moneys to pay the claims against the various departments of the city.

(Ord. 898 § 2, 1989)

**3.88.030 Issuance of warrants.**

The city clerk is authorized, empowered and directed to issue warrants on and against the fund in payment of salaries, wages, materials furnished, services rendered or expenses or liabilities incurred by the various departments and offices of the city. The warrant shall be issued only after there has been filed with the city clerk proper vouchers, approved by the city council, stating the nature of the claim/payroll, the amount due or owing and the person, firm or corporation, entitled thereto. All warrants issued on or against the fund shall be solely and

only for the purposes set forth in this chapter and shall be payable only out of and from the fund. Each warrant issued under the provisions of this section shall have in its face the words: "Claims/Payroll Clearing Fund."

(Ord. 898 § 3, 1989)

## **Chapter 3.90**

### **CUMULATIVE RESERVE ACCOUNT WITHIN THE GENERAL FUND FOR THE PURCHASE OF POLICE VEHICLES AND VEHICLE EQUIPMENT**

Sections:

- 3.90.010 Cumulative reserve account within the general fund for purchase of police vehicles – Created.**
- 3.90.020 Deposit of moneys into cumulative reserve account within general fund.**
- 3.90.030 Accumulation of moneys in cumulative reserve account within general fund – Maximum amount.**

#### **3.90.010 Cumulative reserve account within the general fund for purchase of police vehicles – Created.**

There is created for the city a separate police vehicle cumulative reserve account within the general fund which shall be entitled "cumulative reserve account within the general fund for the purchase of police vehicles and vehicle equipment."

(Ord. 1498 § 2, 2018; Ord. 1003 § 1, 1994)

#### **3.90.020 Deposit of moneys into cumulative reserve account within general fund.**

Twenty percent of all moneys received as the city's share of Cle Elum police/municipal court fines shall be deposited into the cumulative reserve account within the general fund on an ongoing basis effective May 1, 1994.

(Ord. 1498 § 3, 2018; Ord. 1003 § 2, 1994)

### **3.90.030 Accumulation of moneys in cumulative reserve account within general fund – Maximum amount.**

The moneys in the cumulative reserve account within the general fund shall be allowed to accumulate and be used for the purpose from year to year until the account is terminated by appropriate ordinance of the city.

(Ord. 1498 § 4, 2018; Ord. 1003 § 3, 1994)

## **Chapter 3.92 WATER REHABILITATION FUND**

Sections:

**3.92.010 Fund created – Sources.**

**3.92.020 Purposes.**

**3.92.030 Uses.**

### **3.92.010 Fund created – Sources.**

There is created a fund to be known as the “Water Rehabilitation Fund” into which shall be paid all funds received by the city from the state of Washington Public Works Trust Fund and any other funds appropriately designated by the city.

(Ord. 919 § 1, 1990)

### **3.92.020 Purposes.**

This fund is established to account for all funds received which are intended to be used for rehabilitation and refurbishment of the city water system.

(Ord. 919 § 2, 1990)

### **3.92.030 Uses.**

Expenditures from this fund shall be used solely for rehabilitation and refurbishing the city water system.

(Ord. 919 § 3, 1990)

## Chapter 3.94

### WATER/SEWER RESERVE FUNDS

Sections:

**3.94.010 Fund created – Sources – Purpose – Uses.**

**3.94.010 Fund created – Sources – Purpose – Uses.**

A. *Sources.* There are created two funds to be known as the “water reserve fund” and the “sewer reserve fund” into which shall be paid a monthly charge as fixed by resolution of the city council for every water utility account, paid in addition to the rates and charges identified in CEMC Section [13.12.100](#) or as fixed by resolution of the city council, and a sewer reserve charge in an amount identified in CEMC Section [13.08.370\(F\)](#).

B. *Purposes.* These funds are established to account for funds which are intended to be used for water or sewer improvements.

C. *Uses.* Expenditures from these funds shall be used solely for improvements to the water or sewer system of the city.

D. *Classified.* The funds so established by this chapter shall be designated as follows:

1. The water reserve fund shall be classified as 406 in the city’s governmental accounting system.
2. The sewer reserve fund shall be classified as 413 in the city’s governmental accounting system.

(Ord. 1488 § 1, 2018; Ord. 1291 § 1, 2008; Ord. 1204 § 7, 2003; Ord. 1019 § 2, 1995; Ord. 1004 § 1, 1994)

## Chapter 3.98

### FIREMAN PARK IMPROVEMENT RESERVE ACCOUNT WITHIN THE GENERAL FUND

Sections:

**3.98.010 Reserve account within the general fund created – Sources.**

**3.98.020 Purposes.**

**3.98.030 Uses.**

**3.98.010 Reserve account within the general fund created – Sources.**

There is created a reserve account within the general fund to be known as the “Fireman Park improvement reserve account within the general fund” into which shall be paid all funds received by the city from any source, designated for improvement of Fireman Park.

(Ord. 1499 § 2, 2018; Ord. 990 § 1, 1993)

**3.98.020 Purposes.**

This reserve account within the general fund is established to account for all funds received which are intended to be used for improvement of Fireman Park.

(Ord. 1499 § 3, 2018; Ord. 990 § 2, 1993)

**3.98.030 Uses.**

Expenditures from this reserve account within the general fund shall be used solely for improvement of Fireman Park.

(Ord. 1499 § 4, 2018; Ord. 990 § 3, 1993)

## **Chapter 3.100**

### **COAL MINE TRAIL FUND**

Sections:

**3.100.010 Fund created – Sources.**

**3.100.020 Purposes.**

**3.100.030 Uses.**

**3.100.010 Fund created – Sources.**

There is created a fund to be known as the Coal Mine Trail fund into which shall be paid all funds received by the city from any source, designated for the maintenance and operation of the Coal Mine Trail.

(Ord. 1043 § 1, 1996)

**3.100.020 Purposes.**

This fund is established to account for all funds received which are intended to be used for maintenance and operation of the Coal Mine Trail.

(Ord. 1043 § 2, 1996)

**3.100.030 Uses.**

Expenditures from this fund shall be used solely for maintenance and operation of the Coal Mine Trail.

(Ord. 1043 § 3, 1996)

## **Chapter 3.102 DRUG ENFORCEMENT FUND**

Sections:

**3.102.010 Created – Maintenance – Authority to accept gifts.**

**3.102.020 Purpose of fund.**

**3.102.030 Unexpended funds.**

**3.102.010 Created – Maintenance – Authority to accept gifts.**

A. A police fund for purposes of drug related enforcement and the disposition of seized and forfeited moneys, negotiable instruments, securities, property (real or personal), conveyances, and any and all tangible or intangible property of any kind whatsoever is created and shall be known as the “drug enforcement fund.” All moneys seized and proceeds from the sale of property seized during drug related investigations and forfeitures pursuant to RCW [69.50.505](#) or other state or federal laws, shall be deposited into this fund, subject to required federal and state deductions. The city shall keep and provide to the State Treasurer and Auditor records of such deposits in accordance with RCW [69.50.505\(g\)](#).

B. All police records and procedures required under RCW [69.50.505](#) shall be maintained by the Cle Elum police department and city clerk/treasurer to forfeit and dispose of lawfully seized drug related properties, to account for, report, maintain cash funds for drug buys and other enforcement programs related to unlawful drug related use, possession and distribution consistent with RCW Chapter [69.50](#).

C. The fund is authorized to accept gifts, grants, and transfers of moneys from public entities and private individuals, ratifying all prior transactions, and provide for a system of reimbursement among and between participating agencies and persons deemed necessary by the chief of police to meet the evidentiary requirements

for chain of custody, an accounting of moneys received and disbursed, and expenses, including but not limited to reimbursements, police training, and community education.

(Ord. 1075 § 1, 1998)

### **3.102.020 Purpose of fund.**

This fund has been created for the purpose of accumulating funds for the expansion and improvement of controlled substances related law enforcement activities including drug awareness education and the purchase, lease and maintenance of equipment, and any other items necessary for drug enforcement by the Cle Elum police department with the advice and consent of the Cle Elum city council. The moneys deposited in the fund shall be expended only for such purposes and for no other purposes unless directed by the city council.

(Ord. 1075 § 2, 1998)

### **3.102.030 Unexpended funds.**

Any unexpended funds remaining in the drug enforcement fund at the end of the budget year shall not be transferred to the general fund or otherwise lapse and shall be carried over from year to year. Any money retained under this chapter may not be used to supplant preexisting funding sources for the Cle Elum police department.

(Ord. 1075 § 3, 1998)

## **Chapter 3.104 BULLFROG SHORTFALL ACCOUNTING FUND**

Sections:

### **3.104.010 Fund created – Purpose.**

### **3.104.010 Fund created – Purpose.**

There is created a “Bullfrog Shortfall Accounting” fund classified as 114 for the purpose of accounting for the revenue generated pursuant to the shortfall accounting provisions contained in that Development Agreement By and Between the City of Cle Elum, Trendwest Investments, Inc. and Trendwest Properties, Inc., Relating to the Development of Real Property Located Within the Cle Elum Urban Growth Area, Commonly Known as the “Bullfrog UGA” dated October 30, 2002.

(Ord. 1204 § 1, 2003)

## **Chapter 3.106**

### **GENERAL OBLIGATION DEBT SERVICE FUND**

Sections:

#### **3.106.010 Fund created – Purpose.**

#### **3.106.010 Fund created – Purpose.**

There is created a “General Obligation Debt Service” fund classified as 201 for the purpose of accounting for the funds related to service of debt on general obligations, including the acquisition of the Cle Elum City Hall and renovation of the Cle Elum Fire Station.

(Ord. 1204 § 2, 2003)

## **Chapter 3.108**

### **HP FISHERY REPLACEMENT FUND**

Sections:

#### **3.108.010 Fund created – Purpose.**

#### **3.108.010 Fund created – Purpose.**

There is created an “HP Fishery Replacement” fund classified as 308 for the purpose of accounting for the funds received related to the sale of the Hanson Ponds pursuant to that Purchase and Sale Agreement between the city of Cle Elum and MountainStar Resort Development, L.L.C. dated October 19, 2003 and the limited use of such funds for the sole purpose of acquisition of a replacement fishery or fisheries by the city of Cle Elum.

(Ord. 1204 § 3, 2003)

## **Chapter 3.112**

### **TECHNOLOGY RESERVE FUND**

Sections:

**3.112.010 Fund created.****3.112.010 Fund created.**

A special purpose fund designated the "Technology Reserve Fund" shall be created into which shall be paid funds from the current expense fund and the water/sewer fund as the city council shall from time to time determine to be appropriate and necessary for the purposes of purchasing computer hardware/software, printers, copy machines, and new technology.

(Ord. 1284, 2007)

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**The Cle Elum Municipal Code is current through Ordinance 1676, passed August 13, 2024.**

Disclaimer: The city clerk's office has the official version of the Cle Elum Municipal Code. Users should contact the city clerk's office for ordinances passed subsequent to the ordinance cited here.

[City Website: cityofcleelum.com](http://cityofcleelum.com)

[City Telephone: \(509\) 674-2262](tel:(509)674-2262)

[Hosted by General Code.](#)

**AFTER RECORDING MAIL TO:**  
**CONE, GILREATH, ELLIS, COLE & ANDERSON**  
**PO BOX 499**  
**ELLENSBURG WA 98926**

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**Document Title(s): (or transactions contained therein)**

1. Property Use Agreement Between City of Cle Elum and Upper Kittitas County Senior Center
- 2.

**Reference Number(s) of Documents assigned or released:**

☐ Additional numbers on page \_\_\_\_ of document

**Grantor(s): (Last name first, then first name and initials)**

1. City of Cle Elum
- 2.
3. ☐ Additional names on page \_\_\_\_ of document

**Grantee(s): (Last name first, then first name and initials)**

1. Upper Kittitas County Senior Center
- 2.
3. ☐ Additional names on page \_\_\_\_ of document

**Abbreviated Legal Description as follows: (i.e. lot/block/plat or quarter/quarter section/township/range)**

20-15-26041-0002

☒ Complete legal description is on Exhibit A of the document

**Assessor's Property Tax Parcel/Account Number(s):**

**Note: The auditor/recorder will rely on the information on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.**



**PROPERTY USE AGREEMENT BETWEEN  
CITY OF CLE ELUM AND UPPER KITTITAS COUNTY SENIOR CENTER**

An Agreement between the City of Cle Elum, a Washington municipal corporation of the second class and the Upper Kittitas County Senior Center, a non-profit 501c3 corporation, for the use of a portion of the area of land known as Centennial Park, so the Upper Kittitas County Senior Center can carry out its program of services for the community's senior citizens.

**ARTICLE I - BACKGROUND**

1. The City of Cle Elum (the City) owns Centennial Park, a park approximately 8 acres in area with about 5 acres in use as ball fields and related parking, located on the north side of Third Street at Yakima Avenue, in Cle Elum, Kittitas County, Washington.
2. The Upper Kittitas County Senior Center (UKCSC) has been in operation as an I.R.C. non-profit 501©(3) corporation for the past 8 years, and provides a wide range of services for area senior citizens, including meals, recreational activities, educational programs, fellowship opportunities, field trips, and social services.
3. The UKCSC is currently located in the Upper Kittitas County District Court building. The lease is due to expire within the next year and a half, and is not likely to be renewed. Further, the existing leased space cannot adequately support the UKCSC programs both in terms of size and facilities.
4. The UKCSC has developed plans to build a new Senior Center building, to be financed with accumulated savings, and relying substantially on donated materials and labor.
5. In recognition of the importance of supporting its senior citizens, the City currently provides direct financial support to the UKCSC, which directs much needed services to senior citizens in the community, most of whom are on limited, fixed incomes.
6. The City and UKCSC have now determined that it is in their mutual best interests to enter into a written agreement, authorizing UKCSC to use a portion of Centennial Park for the construction and operation of a building which will house the UKCSC programs, activities and services.

## ARTICLE II - PURPOSE OF AGREEMENT

The purpose of this Agreement is to:

1. Provide the terms and conditions under which UKCSC can use a portion of Centennial Park to construct and operate a Senior Center building for their programs and activities.
2. Define operational and maintenance responsibilities.
3. Identify responsibilities for costs and address liability issues.
4. Identify a process to provide for improvements and upgrades.

## ARTICLE III - DURATION OF AGREEMENT

1. This Agreement shall extend for a term of fifty (50) years from the date the Agreement is executed by the Parties.

## ARTICLE IV - EFFECTIVE DATE OF AGREEMENT

1. This Agreement shall become effective on the date first appearing below.

## ARTICLE V - DESCRIPTION OF PROPERTY SUBJECT TO AGREEMENT

1. This Agreement shall apply and pertain to that portion of Centennial Park identified and described on Exhibit A, which is hereby incorporated as a part of this Agreement.

## ARTICLE VI - PERMITTED USES

1. UKCSC may use the property described in this Agreement for all programs and activities which are undertaken under the sponsorship and in support of the goals and mission of UKCSC. Such programs and activities may include, but are not limited to regular meetings, group meals, recreational events and activities, social gatherings, and educational and informational presentations.
2. UKCSC may also rent the facility to outside groups for such functions as community gatherings, class reunions, and wedding receptions, provided that such rentals or permissions to use the facility meet all of the following minimum requirements:
  - a. Prior to any rentals, the UKCSC shall prepare a written policy establishing the terms and conditions for such rentals, which must be approved by the City and formally adopted by the UKCSC Board of Directors. The



- UKCSC executive director shall be authorized to approve applications for rentals, provided that such applications comply with the terms of the duly adopted rental policy.
- b. The written policy must, at a minimum, require proof of insurance from any users, and include adequate deposit to cover damage and repairs.
  - c. Proceeds from all rentals must be used in support of UKCSC programs and activities.
  - d. Facility rentals must be scheduled in such a way as to not unduly interfere with or limit the availability of the facility for regular UKCSC programs and activities.
3. UKCSC may sublease space within the building, or enter into separate use agreements, with organizations or agencies which provide educational or social service functions which are generally related or in support of the overall UKCSC mission and goals (see Attachment A), provided that all such subleases must meet the following minimum requirements:
- a. The City must be a signatory party to all such sublease agreements.
  - b. Proof of insurance must be provided by any group or organization seeking to obtain a sublease for use of part of the building.
  - c. Proceeds from all subleases must be used in support of overall UKCSC programs and activities.
  - d. Subleases must not involve facility commitments which would unduly interfere with or limit the ability of UKCSC to meet its primary facility needs.
  - e. All sublessees shall be required to comply with all applicable local, state and federal laws and regulations.
4. UKCSC shall not be charged any rent payment for the use of the above described property, so long as it is used in accordance with the terms and provisions of this Agreement.

#### ARTICLE VII - IMPROVEMENTS

1. Project site plans and initial Senior Center building construction plans must be approved by the City Council. Modifications and/or improvements to the building or adjacent property covered by this Use Agreement must be requested and approved by the Building Official. No improvements or modifications will be installed or provided by UKCSC without the written permission of the City Administrator. This permission will be granted upon demonstration that the improvement will provide a benefit to UKCSC program participants and will not detract from the appearance and function of the property.
2. UKCSC shall obtain any and all local, state or federal permits associated with construction and development activities undertaken by UKCSC within the terms and provisions of this Agreement.

3. UKCSC shall assume the costs of maintaining any improvements to the property covered by this Agreement, unless otherwise agreed to by the City Council. Should an improvement be made without the permission of the City, the City has the right to direct UKCSC to remove the improvement within thirty (30) days at UKCSC cost. If the improvement is not removed within 30 days, the City may remove the improvement and bill UKCSC for all related costs and will be entitled to full payment for those removal costs through use of any and all mechanisms allowed to it by law.

#### ARTICLE VIII - RULES, LAWS, AND ORDINANCES

1. UKCSC agrees to abide by and uphold the policies and ordinances of the City of Cle Elum and the laws and regulations of the State of Washington, including those which regulate the operation of food and beverage serving facilities.

#### ARTICLE IX - RIGHT TO ENTER

1. The City shall have the right to enter UKCSC facilities for any reasonable purpose to include, but not limited to, safety inspections and ensuring code compliance and compliance with the provisions of this Agreement. The City shall provide advance notice, and shall attempt to conduct such inspections during reasonable operating hours, unless exigent circumstances exist.

#### ARTICLE X - ANNUAL REPORT TO COUNCIL

1. UKCSC shall meet with the City Council on an annual basis to report on the status of Senior Center activities and programs.

#### ARTICLE XI- TERMINATION

1. Upon termination or expiration of this Agreement, any permanent structure(s) or improvements placed on the property by UKCSC shall become the property of the City.
2. Failure to fulfill the terms, conditions, and obligations of this Agreement by either Party may be determined to constitute a breach of the Agreement, giving rise to termination of the Agreement. A minimum of sixty (60) days notice to correct any failure regarding the terms, conditions, and obligations of this Agreement shall be provided prior to taking steps to terminate the Agreement.

3. UKCSC shall have a period of 18 months from the date of signing of this Agreement to complete construction of the Senior Center building as designed and planned, on this property. At its sole discretion, the City of Cle Elum may grant one or more subsequent six (6) month extensions to this completion deadline. If the completion deadline expires, and the City fails to grant an extension, the termination provisions of this Agreement shall apply. The deadline for extension application shall be not less than thirty (30) days prior to expiration of the Agreement.
4. Unless determined otherwise by the City of Cle Elum, this Agreement shall obligate UKCSC to restore this property to its pre-construction condition, in the event that the termination provisions of the Agreement are invoked.
5. In the event that UKCSC fails to complete the construction of the proposed Senior Center building within the allowed time, as may be extended pursuant to this Agreement, then UKCSC agrees to indemnify and hold the City harmless from any materialman's or mechanic's liens and any and all other unpaid obligations constituting liens against, as well as any other claims, suits or actions for damages, including without limitation attorneys' fees, expert witness fees, costs and disbursements, associated with the Senior Center building to be built by UKCSC pursuant to this Agreement.

#### ARTICLE XII - NON-DISCRIMINATION

1. UKCSC agrees to comply with all local, state, federal, and all other applicable laws against discrimination.

#### ARTICLE XIII - LIABILITY

1. UKCSC shall secure and maintain commercial general liability insurance for the entire term of this Agreement to cover all UKCSC uses of the property. Said insurance shall be in the amount of not less than \$1 million per occurrence. The City shall be named additional insured for said policy or policies, and a certificate of insurance so naming the City, along with a copy of the policy binder, shall be provided to the City within fifteen (15) days of the effective date of the policy.
2. The City shall be provided with at least thirty (30) days notice in the event of cancellation of UKCSC's liability insurance coverage.
3. The City reserves the right to review and adjust the minimum amount of insurance coverage required of UKCSC at ten (10) year intervals throughout the life of this Agreement.

4. UKCSC shall be responsible for obtaining, prior to construction activity on the Senior Center building, Builders Risk insurance coverage for its Senior Center construction project. This coverage must cover the entire period while construction is underway. UKCSC must provide the City with an estimated value for the completed structure, to enable the City to confirm that the amount of insurance is adequate to cover building replacement.
5. UKCSC shall be responsible for providing the City with verification that all groups and individuals working on the project have Labor and Industries coverage against on the job injury. This coverage must extend throughout the period that construction is underway.
6. UKCSC shall be responsible for providing the City with verification that the project is covered by General Contractor's Liability Insurance, in an amount of \$1 million, with the City named as additional insured.
7. UKCSC shall submit to the City, upon request, certificates of insurance and copies of the endorsements on all insurance policies required by this Agreement, said documents to evidence the insurance coverages and provide for thirty (30) days' notice of any reduction in insurance coverage during performance of this contract, and naming the City of Cle Elum, its elected officials, officers, employees, agents and representatives as additional insureds.

#### ARTICLE XIV - INTERPRETATION

1. This Agreement has been and shall be construed as having been made and delivered in the State of Washington, and it is mutually agreed and understood by both Parties that this Agreement shall be governed by the laws of the State of Washington, and the parties intend that Washington law shall apply to the interpretation hereof. Venue to enforce all obligations under this Agreement shall be Kittitas County Superior Court.
2. In the event that either party commences proceedings in Kittitas County Superior Court to interpret or enforce this Agreement, the prevailing party shall be entitled to an award of attorneys' fees and costs and disbursements, including expert witness fees, reasonably incurred or made in such proceedings, including appellate proceedings.
3. This Agreement is an agreement recordable with the Kittitas County Auditor, and shall be binding upon, and inure to the benefit of, the parties and their respective heirs, successors, and assigns.



#### ARTICLE XV - AMENDMENTS/MODIFICATION

1. The provisions of this Agreement may be amended only by written instrument duly executed by both Parties, after approval by the Cle Elum City Council. Notwithstanding the provisions of this Agreement, the Senior Center reserves the right to propose to the City additional plans for the use of this property.

#### ARTICLE XVI - INDEMNIFICATION

1. UKCSC and the City shall indemnify and hold harmless the other Party, its officers, agents, and employees from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any action or omissions by the other Party, its officers, agents, and employees, in performing its obligations under this Agreement.
2. In the event that any suit based upon such a claim, action, loss, or damages, resulting from the actions of UKCSC, is brought against the City, UKCSC shall defend the same at its sole cost and expense; provided, that the City retains the right to participate in said suit if any principle of governmental or public law is involved; and a final judgement is rendered against the City, its officers, agents and employees or jointly against the City and UKCSC and their respective officers, agents, employees, UKCSC shall satisfy the same, except in those cases which are solely due to City negligence.
3. In the event that any suit based upon such a claim, action, loss, or damages, resulting from the actions of the City, is brought against UKCSC, the City shall defend the same at its sole cost and expense; provided that UKCSC retains the right to participate in said suit if any principle of governmental or public law is involved; and a final judgement is rendered against UKCSC, its officers, agents, and employees or jointly against UKCSC and their respective officers, agents, and employees, the City shall satisfy the same.

#### ARTICLE XVII - ENTIRE AGREEMENT

1. This Agreement contains all of the agreements of the Parties with respect to the subject matter covered or mentioned therein, and no prior Agreement shall be effective to the contrary.

#### ARTICLE XVIII - RATIFICATION

1. Acts taken in conformity with this Agreement prior to their effective date(s) are hereby ratified and affirmed.

#### ARTICLE XIX - SEVERABILITY

1. If any section or part of this Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this Agreement.

IN WITNESS THEREOF, The City and UKCSC have caused this Agreement to be executed in their respective names by their duly authorized officers and have caused this Agreement to be dated as of the 13<sup>th</sup> day of October, 2000.

#### CITY OF CLE ELUM

By: Gary Berndt  
Gary Berndt, Mayor

Attest: DeLicia Bannister  
DeLicia Bannister, City Clerk

Approved as to form:

Erin Anderson  
Erin Anderson, City Attorney

#### UPPER KITTITAS COUNTY SENIOR CENTER

By: Jerónimo U. Romero  
Jerónimo Romero, President

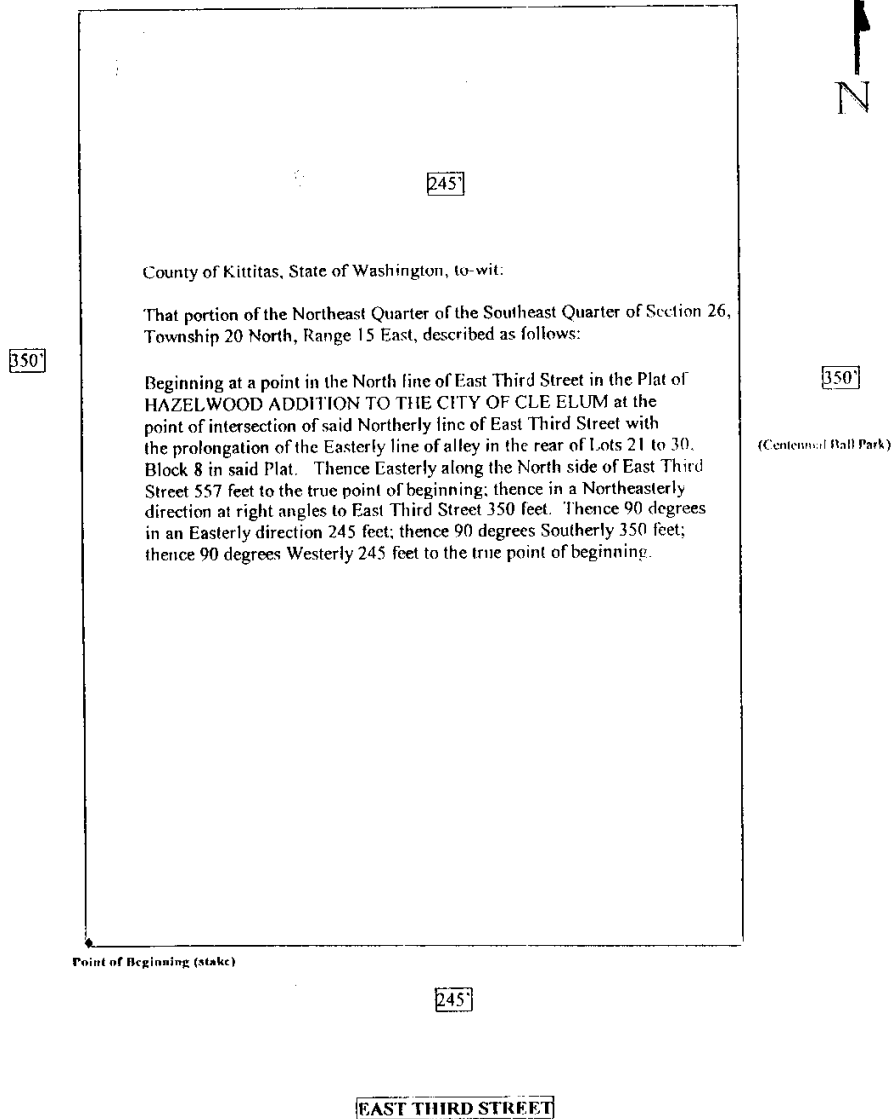
By: Uziel Snook  
Uziel Snook, Treasurer

Attest: Isabell Allen  
Isabell Allen, Director



**EXHIBIT A**

(Legal Description for Attachment to Land Use Agreement between City of Cle Elum and UKC Senior Center)





Kittitas County, Washington  
**BOARD OF COUNTY COMMISSIONERS**

District One  
Cory Wright

District Two  
Laura Osiadacz

District Three  
Brett Wachsmith

To: Lori Nevin  
Upper County Senior Center (Putnam Centennial Center)  
719 East 3<sup>rd</sup> Street  
Cle Elum, WA 98922

Date: December 20, 2023

Subject: Senior Center Agreement - 2024

From: Julie Kjorsvik, Clerk of the Board

- ☐ Original document returned for your information & records.
- ☐ Copy for your information & records.
- ☐ Please sign and return all enclosed documents to our office at your earliest convenience (*a fully executed document will be returned to you*).
- ☒ Please sign and return a fully executed original back to our office at your earliest convenience.

If you have any questions, please feel free to contact our office at your convenience.  
Thank you.

**AGREEMENT**  
**UPPER KITTITAS COUNTY SENIOR CENTER**  
~~**PUTNAM CENTENNIAL CENTER**~~

THIS AGREEMENT, dated this 19<sup>th</sup> day of December 2023, is made by and between KITTITAS COUNTY, a political subdivision of the State of Washington, hereinafter referred to as the "County" and the UPPER KITTITAS COUNTY SENIOR CENTER (~~Putnam Centennial Center~~), a non-profit organization under the laws of the State of Washington, hereinafter referred to as the "Center."

1. PURPOSE. The purpose of this Agreement is to provide public services which will benefit senior citizens and others in Upper Kittitas County.
  - a. The County enters into this Contract pursuant to the authority granted in RCW 36.01.010 and RCW 36.39.060, and agrees to pay the Center a sum of Forty Thousand dollars (\$40,000.00) payable in equal monthly installments of 1/12<sup>th</sup> of the total sum in return for the Center's services set out below.
  - b. In return, the Center will provide public services benefiting senior citizens and others in the communities of Upper Kittitas County as set forth herein and consistent with the by-laws of the Center, which states as follows;

"The purpose of the Center shall be the operation to provide a network of services, including health, social, recreation, educational programs and transportation for all members regardless of race, color, creed, sex or national origin. They shall also, upon approval of the Board of Directors, allow the Center to be used for community activities."

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2. SERVICES PROVIDED BY THE CENTER. Areas of service to be provided by the Center, but not limited to, are the following;
  - a. Provision of a meeting space for ~~AARP~~, County meetings and other public meetings which affect senior citizens.
  - b. Serving as an Upper Kittitas County Emergency Shelter (as designated by Kittitas County Board of Commissioners – Resolution 2007-01).
  - c. Provision of personal enrichment, fellowship and other activities for seniors.
  - d. Provision of a meeting place for senior networking lunches for social service agents working with seniors in Upper Kittitas County.
  - e. Provision of a work space for social service agencies serving seniors when such agencies operate in Upper Kittitas County.
  - f. Provision of drop-in activities for seniors.
  - g. Provisions for informational brochures, flyers and pamphlets about services to be made available in the Center's magazine rack and on its bulletin board.

- h. Provisions for a ~~weekly~~ newspaper article and ~~monthly~~ calendar of events to be published to keep seniors informed of scheduled events.
- i. Provision of an informational network for seniors to help access services to meet their needs.
- j. Provision of call-in referral services to direct callers to the appropriate agency to address the nature of their call.
- k. Provision of exercise classes, arts and craft classes, personal enrichment classes, lectures, health care services and other activities.
- l. Provision of adequate space for Kittitas County to provide services as needed to Upper Kittitas County residents. If this agreement is terminated or not renewed, the County and the Center will negotiate an acceptable lease for the space dedicated for County use.

### 3. TERMS OF AGREEMENT.

- a. Commencement and Renewal of Term: This Agreement shall be in effect for the period between January 1, 2024, and ending December 31, 2024. The parties agree to meet before the end of each calendar year to negotiate the continuation of this Agreement, unless earlier terminated by giving Thirty (30) days written notice to the other party before December 31. However, there is no assurance of renewing this Agreement until both parties have signed a new Agreement.
- b. Termination for Change in Funding: If the funds upon which the County has relied to establish this Agreement are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, the County may terminate this Agreement by providing at least Fifteen (15) days written notice to the Center.
- c. Termination for Convenience: Either party may terminate this Agreement for convenience upon giving the other party at least Sixty (60) days written notice.
- d. Termination for Default or Non-Performance: If either party defaults in its performance under this Agreement, the non-defaulting party may give the defaulting party written notice that it has Fifteen (15) days in which to cure the default. If the defaulting party fails to commence correction of such non-performance within the Fifteen (15) days and fails to diligently complete the correction thereafter, the non-defaulting party may terminate this Agreement. In the event of such termination, the non-defaulting party shall have all rights and remedies available to it under the law.
- e. Payment for Authorized Work: Upon termination for any cause, the Center will be paid for all authorized work performed up to and including the termination date.
- f. Records to be Kept. The Center shall keep adequate records to reflect the services delivered, and such records shall be open to the County's inspection and audit.
- g. County Observation. The County shall have the right to observe the activities conducted in the Center and shall have the right to determine whether said activities meet the requirements of this contract. The Center agrees to make any changes requested by the County with respect to the manner in which it conducts its activities and delivers its services for which it claims reimbursement.

- h. Failure to Comply. Failure to comply with any of the provisions stated in this Agreement shall constitute material breach of contract and be cause for termination.
- i. Public Records. The County respects the confidentiality of information provided to the County. However, any documents provided to the County will become County property and thus public information. To the extent required by law, such documents may be subject to public disclosure requirements.

4. INDEPENDENT RELATIONSHIP OF THE PARTIES.

- a. The parties agree that they are independent entities organized under the laws of the State of Washington operating pursuant to the terms and conditions of this Agreement.
- b. No agent, employee, servant or representative of either party shall be deemed to be an agent, employee, servant or representative of the other party for any purpose, and employees of one party are not entitled to the benefits the other party provides to its employees.
- c. Each party is solely responsible for its acts and the acts of its agents, employees, servants, subcontractors, volunteers or representatives during the term of this Agreement.
- d. In relation to the performance of this Agreement, neither party will hold out itself or any of its officers, agents, employees, servants or representatives as, nor claim status as, an officer, agent, employee, servant or representative of the other and will not claim for itself or its officers, agents, employees, servants or representatives any rights, privileges or benefits which would accrue to an officer, agent, employee, servant or representative of the other.

5. COMPLIANCE WITH LEGAL REQUIREMENTS.

- a. In the performance of this Agreement, each party accepts responsibility for compliance with federal, state and local laws and regulations. The Center specifically agrees to pay any applicable business and occupation (B&O) taxes that may be due on account of this Agreement.
- b. The County is an equal opportunity employer. In the performance of this Agreement, the Center will not discriminate against any employee or applicant for employment on grounds of race, creed, color, national origin, sex, marital status, age, or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular work involved.
  - i. Such nondiscrimination in employment shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships.
  - ii. The Center shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.

- c. In the performance of this Agreement, the Center will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.

6. INSURANCE.

- a. The Center shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Center, its agents, employees, servants or representatives.
- b. The Center is responsible for maintaining the following:
  - i. Automobile liability insurance covering all owned, non-owned, hired and leased vehicles with a minimum combined single limit for bodily injury and property damage of One Million Dollars (\$1,000,000) per accident. If necessary, the policy shall be endorsed to provide contractual liability coverage.
  - ii. Commercial general liability insurance covering liability arising from premises, operations, independent contractors and personal injury and advertising injury, such coverage to be written with limits no less than One Million Dollars (\$1,000,000) per each occurrence and Two Million Dollars (\$2,000,000) general aggregate.
  - iii. Where professionals act on behalf of the Center to perform professional services through the Center, the Center shall obtain professional liability insurance with limits of no less than One Million Dollars (\$1,000,000) per claim and One Million Dollars (\$1,000,000) policy aggregate limit.
  - iv. Where required, the Center shall obtain workers' compensation coverage as mandated by the Washington State Department of Labor and Industries.
  - v. All insurance shall be issued by companies admitted to do business in the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports.
- c. Other Insurance Provisions:
  - i. Kittitas County shall be named as an additional insured under the Center's commercial general liability insurance policy with respect to work performed for the County. The Center must provide to the County a policy of endorsement as evidence of the additional insured coverage, which endorsement must state that the Center's insurance shall not be reduced or cancelled without Thirty (30) Days prior written notice sent to the County by certified mail, return receipt requested.
  - ii. The Center's insurance policies for automobile liability, professional liability and commercial general liability shall provide, or be endorsed to provide, that the Center's insurance coverage shall be primary insurance with respect to the County. Any insurance, self-insurance or insurance pool coverage maintained by the County shall be excess of the Center's insurance and shall not contribute with it.

- d. Verification of Coverage: Upon adoption of this Agreement, the Center shall furnish the County with original certificates and a copy of any amendatory endorsements including, but not limited to, the additional insured endorsement evidencing the Center's insurance requirements. Certificates of insurance and policy endorsements shall be furnished and signed by a person authorized by the respective insurance company to bind coverage on the insurance company's behalf.

7. INDEMNIFICATION AND HOLD HARMLESS.

- a. No liability shall attach to either party by reason of entering into this Agreement except as expressly provided herein.
- b. To the extent of its comparative liability, each party shall indemnify, defend and hold harmless the other party, its departments, elected and appointed officials, agents, employees, servants and representatives, from and against any and all claims, damages, losses, expenses or suits, including reasonable attorney fees and costs, arising out of or resulting from the activities or services undertaken by the Center in meeting its obligations under this Agreement.
- c. It is specifically agreed that the Center shall indemnify and hold harmless the County from all obligations to pay or withhold federal or state taxes or contributions on behalf of the Center or the Center's employees.

8. ASSIGNMENT.

The Center shall not assign its performance under this Agreement or any portion of this Agreement without the express written consent of the County, which consent must be sought in writing by the Center not less than Thirty (30) days prior to the date of any proposed assignment. The County reserves the right to reject without cause any such assignment. If such assignment is authorized by the County, the assignment shall include appropriate safeguards against discrimination. The Center shall take such action as may be required to ensure full compliance with all the above provisions concerning nondiscrimination in employment and in receipt of services or benefits provided under this Agreement.

9. MODIFICATION AND WAIVER.

- a. This Agreement may be amended, superseded, cancelled, renewed or extended and the terms hereof may be waived, only by a written consent signed by the parties or, in the case of a waiver, by the party waiving compliance.
- b. The parties agree that forgiveness of any delay or non-performance of any provision of this Agreement, by any party in exercising any right, power or privilege under this Agreement, does not constitute a waiver of the provisions of this Agreement. No whole or partial waiver on the part of any party of any right, power or privilege under specific circumstances shall operate or be construed as a future waiver of such right, power or privilege.
- c. The rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies that any party may otherwise have at law or in equity, except where this Agreement expressly provides otherwise.

- d. Only the Board of Kittitas County Commissioners is authorized to agree to modifications on behalf of the County.

10. DISPUTE RESOLUTION, JURISDICTION AND VENUE.

This Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance. In the event of a dispute regarding termination of this contract, the County and the Center agree to resolve such dispute through mediation, if possible. In the event that mediation is unsuccessful, the parties agree that the venue for any litigation shall lie in Kittitas County.

11. ENTIRE AGREEMENT.

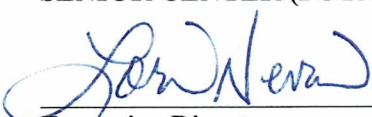
The parties agree that this contract is the complete expression of the parties' Agreement and any oral representations or understandings not incorporated herein, or any other terms not found herein, are excluded.

12. SEVERABILITY.

- a. If for any reason, any part, term or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision or part found to be invalid.
- b. If any provision of this Agreement is in conflict with any statutory provision in the State of Washington, said conflicting provision shall be deemed inoperative and null and void as to the extent of said conflict, and this agreement shall be deemed modified to conform to the valid statutory provision.
- c. In the event that any agency of the State of Washington or any federal agency shall issue a formal or informal opinion declaring that this entire Agreement is unlawful or *ultra vires*, or in the event that any court so rules, the Center shall, upon demand of the County, refund to the County any payments hereunder made.

DATED this 19<sup>th</sup> day of December 2023.

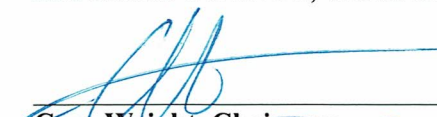
**UPPER KITTITAS COUNTY  
SENIOR CENTER (PUTNAM CENTENNIAL)**

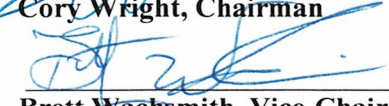
  
Executive Director

**ATTEST:**

  
Julie A. Kjorsvik  
Clerk of the Board

**BOARD OF COUNTY COMMISSIONERS  
KITTITAS COUNTY, WASHINGTON**

  
Cory Wright, Chairman

  
Brett Wachsmith, Vice-Chairman

  
Laura Osiadacz, Commissioner

**Approved as to form:**

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**Deputy Prosecuting Attorney**

# CLE ELUM GENERAL GOVERNMENT COMMITTEE

## MINUTES

AUGUST 28, 2024

8:30 AM

119 W FIRST STREET  
CLE ELUM, WA 98922

### 1. Call to Order/Pledge of Allegiance

Steven Harper - present  
Jerred Weis - present via zoom  
Beth Williams - present via zoom

Debbie Lee - Clerk  
Matthew Lundh - Mayor

### 2. Unfinished Business

#### a. Cle Elum Municipal Code Review - Discussion

Committee Chair Harper suggested, since there were not any changes to CEMC Titles 1 General Provisions & 2 Administration and Personnel, that he wanted to set goals for the upcoming meeting. He asked that all committee members read Title 3 Revenue and Finance and any suggested edits to be presented at the September 25, 2024, meeting. For the October meeting they will look at Titles 5 Business Licenses, Taxes and Regulations & 6 Animals.

#### b. CEMC 8.05.050 Exceptions and waivers (noise)

Discussion was had regarding the number of days prior to the event that a noise application needed to be submitted. The current code states 14 calendar days. The Committee will recommend 30 calendar days prior to an event. This will be presented at the next Council Meeting.

**MOTION: Committee Member Harper made a motion to present this change to the Council at the next Council Meeting; seconded by Committee Member Weis.**

**MOTION : 3 yes 0 no.**

### 3. New Business

#### a. Approve the July 17, 2024, Special Meeting General Government Committee Meeting Minutes

**MOTION: Committee Member Williams made a motion to approve the July 17, 2024, Special Meeting General Government Committee; seconded by Councilmember Weis.**

**MOTION CARRIED: 3 yes 0 no.**

# **General Government Committee Agenda**

## **August 28, 2024**

119 W FIRST STREET  
CLE ELUM, WA 98922

### **4. Other Committee Comments**

Lori Nevin thanked the City of Cle Elum for approving the National Non-Profit Day event. This event had 32 local non-profits in attendance. Lori would like to make a suggestion and have the park bathrooms checked before events. It was explained that the bathrooms are not adequate for use at a large event. The Committee suggested that if you have an event you may need to rent extra facilities. This is an expense that could be approved for lodging tax funds. Committee Chair Harper will recommend language to be added to the Event Application regarding facilities for the public.

### **5. Adjourn**

The meeting was adjourned at 8:55 a.m.

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Steven Harper, Chair

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Debbie Lee, Clerk