

**BOARD OF COUNTY COMMISSIONERS
COUNTY OF KITTITAS
STATE OF WASHINGTON**

**RESOLUTION
NO. 2016- 016**

**A RESOLUTION APPROVING REVENUES TO THE KITTITAS COUNTY
CONSERVATION DISTRICT BY FIXING RATES AND CHARGES, AND
AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT WITH THE
KITTITAS COUNTY CONSERVATION DISTRICT**

- Whereas:** Pursuant to RCW 89.08.405, the Kittitas County Board of Commissioners (the "Commissioners") is authorized to approve a system of rates and charges to finance the natural resources conservation activities of the Kittitas County Conservation District ("the District"); and,
- Whereas:** The District is a governmental subdivision of the State of Washington and organized under chapter 89.08 RCW to protect and conserve natural resources throughout Kittitas County ("County") and is authorized to submit a proposed system of rates and charges to the Commissioners for Approval; and,
- Whereas:** The District has developed a proposed system of rates and charges to provide basic funding for District activities benefiting lands within the aforementioned areas; and,
- Whereas:** The District complied with the public hearing and comment process set forth in RCW 89.08.405(4) and RCW 89.08.400(2); and,
- Whereas:** RCW 89.08.220(11), RCW 36.01.010, RCW 36.32.120 and Chapter 39.34 RCW authorize the District and the County to enter into agreements with one another for joint or cooperative action;

Now, Therefore, Be it Resolved:

The Board of County Commissioners approves revenues to the District by fixing the rates and charges on lands within the District, as proposed by the District in Kittitas County Conservation District Resolution 2016-002, attached as Exhibit A to this Resolution.

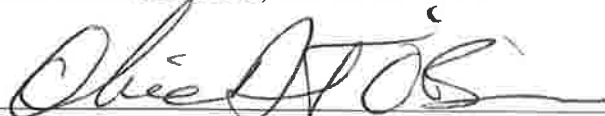
Unless modified by subsequent District action and County approval, these rates and charges shall be in effect for a period of ten (10) years, commencing with the 2017 assessment year beginning January 1, 2017, and continuing through the 2027 assessment year ending December 31, 2027.

Now, Therefore, Be it Also Resolved:

The BOCC Chair is authorized to execute the interlocal agreement with the Kittitas County Conservation District, attached as Exhibit B to this Resolution.

DATED this 20th day of Sept., 2016, at Ellensburg, Washington.

BOARD OF COUNTY COMMISSIONERS
KITTITAS COUNTY, WASHINGTON



Obie O'Brien, Chair



Paul Jewell, Vice-Chair



Laura Osiadacz, Commissioner


Clerk of the Board

**Interlocal Agreement between Kittitas County, Washington,
and the Kittitas County Conservation District**

This Agreement is made and entered into by and between Kittitas County, a legal subdivision of the State of Washington ("County"), and Kittitas County Conservation District, a legal subdivision of the State of Washington ("District").

WHEREAS, chapters 89.08 RCW and 39.34 RCW authorize the District and the County to enter into agreements with one another for joint or cooperative action; and

WHEREAS, pursuant to chapter 89.08 RCW, the County Board of Commissioners approved a system of rates and charges on property within the District to fund District activities; and

WHEREAS, this Agreement describes and defines the process for collecting and distributing the revenues from the rates and charges authorized by Chapter 89.08 RCW;

WHEREAS, it is in the public interest for the parties to cooperate to obtain the most efficient and cost effective outcome, wherever the law so allows;

NOW, THEREFORE, the District and the County agree as follows:

I. PURPOSE

The purpose of this Agreement is to describe and define the process for collecting and distributing the rates and charges on property within the District, and to deduct from the collected rates and charges the actual costs incurred by the County Assessor and County Treasurer for said collection, as allowed by RCW 89.08.405(6).

II. DURATION AND EFFECTIVE DATE OF AGREEMENT

This Agreement shall be effective upon adoption of the authorizing action by the last governing body to act. The lands relating to this Agreement are subject to rates and charges for a period not to exceed ten (10) years. The term of this Agreement shall commence with the 2017 tax collection year (2016 assessment year) beginning January 1, 2017, and shall continue through the 2026 tax collection year (2025 assessment year) ending December 31, 2026, unless sooner terminated according to the provisions herein.

III. ADMINISTRATION

No new separate legal or administrative entity is created to administer the provisions of this Agreement. This Agreement shall be administered jointly by the County Assessor, the County Treasurer, and the District Manager.

IV. FUNDING

Funding for this Agreement shall be obtained from the rates and charges on property within the District, as collected by the County Treasurer.

V. RESPONSIBILITIES OF THE COUNTY

A. Approval of System of Rates and Charges:

1. The County has approved a system of rates and charges for a ten (10) year period for the benefit of the District in accordance with the requirements of RCW 89.08.405, to fund the District's conservation programs and activities.

B. Authorized Collection Fees:

1. The County Treasurer is authorized to deduct five percent (5%) of the funds collected, under the system of rates and charges approved by the County, to cover the costs incurred by the County Treasurer and County Assessor in spreading and collecting the rates and charges; provided, however, that any portion of such amount in excess of the actual costs of such work shall be transferred to the District to be used at the discretion of the District.

C. Cooperation and Collaboration with the District:

1. County agencies will make a good faith effort to assist the District, as requested and as resources allow. The Director of Public Works or the Director's designee shall constitute the ongoing point of contact to promote periodic communications with the District. The District and the County will work to establish a process that will provide for communications and discussions between the District Board of Supervisors and the Board of County Commissioners.

VI. RESPONSIBILITIES OF THE DISTRICT

A. Scope of Work. The District shall administer the program and expenditures pursuant to the District's Budget and Estimate of Revenues approved by the Board of County Commissioners.

B. Financial & Program Reporting. The District shall produce reports summarizing the work performed, expenditures incurred, and revenues collected; providing an evaluation of the performance and results of the work performed according to this Agreement; and estimating the projected revenues and expenditures for the next time period. Reports shall be provided to the members of the Board of County Commissioners. These reports shall include, but not be limited to, the following information:

- A description of work performed during the period and progress made to date, including expenditure data and monitoring data or performance

indicators that reflect expenditures as set forth in the District's Budget and Estimate of Revenues approved by the Board of County Commissioners.

- Description of any adverse conditions that have affected the program objectives and/or time schedules, and actions taken to resolve these issues.
- An accounting of the revenues compared with expenditures for the current reporting period and as projected for the next reporting period.
- Financial & Program Reports containing the above information are due May 15 and shall cover a program and financial summary of the previous calendar year.

C. Accounting.

1. Fund Accounts. The District shall maintain a separate fund or account detailing the funds collected by the County Treasurer. Separate accounting shall be made for each program or activity identified in the District's Budget and Estimate of Revenues approved by the County.
2. District Administrative Costs. The District's administrative costs shall be linked to the specific program or activity most closely related to their use, when practicable, or prorated across all activities and jurisdictions, in the case of general operating expenses.

- D. Maintenance of Records. The District shall maintain all books, documents, receipts, invoices, and records, including payroll records, necessary to sufficiently and properly reflect the expenditures of the Rates Fund. The accounting records shall provide for a separate recording and reporting of all Rate Fund receipts and expenditures. Financial records pertaining to matters authorized by this Agreement are subject to inspection and audit by representatives of County or the State Auditor upon request. In addition, financial reports shall be audited on a schedule as determined by the protocols and recommendation of the State Auditor. Financial records shall be preserved and made available to the County and its agents for a period of six (6) years after the last expenditure of funds, or in the event of an audit, records shall be kept until the audit is completely resolved.

E. Roll, Appeal, Refunds, Mailing to Tax Exempt Parcels & Defense.

1. The District shall at its expense prepare a roll setting forth each parcel to be charged and the amount of unpaid charges for each parcel to be charged, and timely transmit the same to the County Assessor and County Treasurer for collection in the manner authorized for collection of property taxes.
2. The District shall at its expense conduct and determine any appeal of rates and charges pursuant to RCW 89.08.405, and promptly transmit to the County Assessor and County Treasurer any revision to the roll to be collected by the County Treasurer, and the District shall refund any amount paid which it determines upon appeal to be in error.
3. The District shall promptly transmit to the County Assessor and County Treasurer any change in the classification of parcels, application of use

codes, and charge applicable to any parcels after transmission of its roll described under subsection 1. above.

VII. GENERAL PROVISIONS

- A. Notice. Except as set forth elsewhere in this Agreement, for all purposes under this Agreement, except service of process, notice shall be given by the District to the Kittitas County Board of Commissioners, 205 W 5th Ave Ste 108, Ellensburg WA 98926-2887. Notice to the District for all purposes under this Agreement shall be given to the Chair of the Board of Supervisors and to the District Manager, 2211 W Dolarway Rd, Ste 4, Ellensburg WA 98926.
- B. Compliance with Laws. The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations applicable to the performance of this Agreement.
- C. Defense and Indemnity. The District shall defend and indemnify the County from any claim or challenge to the rates and charges contained in the roll provided to or collected by the County Assessor and County Treasurer for the benefit of the District. Moreover, the District agrees to defend, indemnify and save harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including, but not limited to, judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the District, his/her subcontractors, its successor or assigns, or its or their agent, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees. It is further provided that no liability shall attach to the County by reason of entering into this Agreement, except as expressly provided therein.
- D. Industrial Insurance Waiver. With respect to the performance of this Agreement and as to claims against the County, its officers, agents and employees, the District expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the District. This waiver is mutually negotiated by the parties to this Agreement.
- E. Termination. This Agreement may be terminated by either party on forty-five days (45) advance written notice, effective upon the expiration of the notice period.

- F. Relationship Of The Parties. No agent, employee or representative of the County shall be deemed to be an agent, employee or representative of the District for any purpose, and the employees of the County are not entitled to any of the benefits the District provides to District employees. No agent, employee or representative of the District shall be deemed to be an agent, employee or representative of the County for any purpose, and the employees of the District are not entitled to any of the benefits the County provides to County employees.
- G. Entire Agreement. The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any provision of this Agreement shall constitute a material breach of contract which shall be cause for termination.
- H. Disputes. If a dispute arises between the parties concerning this Agreement, the dispute shall be referred to the Chair of the District's Board of Supervisors and the Chair of the Board of the County Commissioners for resolution. If not resolved by the Chairs within thirty (30) days of referral, either party may pursue court action under the terms of this Agreement and as authorized by Washington law.
- I. Waiver. A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such a waiver, in a writing signed by an authorized representative of the party and attached to the original Agreement.
- J. Modification. The provisions of this Agreement may be modified or amended only by written mutual consent of the parties.
- K. Filing. Executed copies of this Agreement shall be filed as required by RCW 39.34.040 prior to this Agreement becoming effective.
- L. Agreement Not For Benefit Of Third Parties. This Agreement is entered into solely for the benefit of the parties hereto and vests no rights in, nor is it enforceable by, any third parties.
- M. Non-Delegation/Non-Assignment. Neither party may delegate the performance of any contractual obligation to a third party, unless mutually agreed in writing. Neither party may assign this Agreement without the written consent of the other party.
- N. Jurisdiction And Venue. This Agreement has been executed and delivered within the State of Washington, and shall be governed by the laws of the State of Washington, and any action to enforce this Agreement shall be brought in Kittitas County, Washington.

KITTITAS COUNTY CONSERVATION DISTRICT

KITTITAS COUNTY, WASHINGTON

RESOLUTION NO. 2016-002

A RESOLUTION of the Board of Supervisors of Kittitas County Conservation District, relating to a system of rates and charges; proposing a system of rates and charges to Kittitas County, Washington; and providing for other matters properly related thereto, all as more particularly set forth herein.

THE BOARD OF SUPERVISORS OF KITTITAS COUNTY CONSERVATION DISTRICT, WASHINGTON, hereby resolves as follows:

SECTION 1. FINDINGS AND DETERMINATIONS. The Board of Supervisors (the "Board") of Kittitas County Conservation District, Washington (the "District") hereby makes and enters the following findings and determinations:

1.1. The District is a governmental subdivision of the State of Washington and a public body corporate and politic, created in Kittitas County and operating since 1942. As a requirement for District formation, the State Conservation Commission found that "the public health, safety, and welfare warrant the creation" of the District (Revised Code of Washington (RCW) 89.08.080). In addition, the Legislature made express findings relating to conservation districts, stating that "the preservation of these lands is necessary to protect and promote the health, safety, and general welfare of its people" and that "it is hereby declared to be the policy of the legislature to provide for the conservation of the renewable resources of the state...and thereby...to protect and promote the health, safety, and general welfare of the people of the state" (RCW 89.08.010). The Legislature has provided that the services, improvements and programs of the District are necessary to the public health, safety and welfare of the District and the state. The District exercises its functions in unincorporated Kittitas County and currently in the City of Cle Elum.

1.2 Pursuant to RCW 89.08, the District is responsible for and authorized to carry out programs and services within the District, including but not limited to soil conservation; compliance with water quality standards; habitat restoration and protection; technical assistance; education; and, agriculture and forest land assistance. Current District programs, services and improvements include:

1.2.1 Improving water quality and water quantity by partnering with landowners, water right holders, irrigation water purveyors, nongovernmental entities and state, federal and tribal agencies to improve water quality and water use efficiencies on-farm and in delivery systems in a coordinated effort as part of and in addition to the Yakima Basin Integrated Water Management Plan; monitoring flows and Trust Water in streams and rivers; participating in implementation of the Upper Yakima Temperature TMDL and the Upper Yakima Suspended Sediment TMDL as well as participating in the Lower Kittitas Valley Temperature Reduction Work Group; implementing the PAM program to reduce irrigation induced soil erosion; and monitoring water quality conditions to determine impacts of the implementation and continuing needs for improvement.

1.2.1 Facilitating Cost Share Programs with landowners for implementing practices including, but not limited to, conversions from rill to sprinkler irrigation, piping of earthen ditches, and livestock related activities (spring developments, fencing, etc.), that result in an economic benefit to working lands.

1.2.1 Direct technical assistance to landowners to plan, design, fund and implement practices that improve natural resource conditions and promote resiliency of working lands. This includes both one-on-one assistance and facilitation of working groups (e.g. Coordinated Resource Management or CRM processes) who are developing plans to address resource concerns in specific geographic areas.

1.2.1 Restoring access to and condition of fish habitat in streams and rivers in the District by inventorying and assessing habitat conditions and access; correcting unscreened irrigation diversions; removing fish passage barriers (irrigation dams, culverts, etc.); and improving habitat conditions (instream and riparian) with a focus on anadromous and Endangered Species Act listed species.

1.2.1 Improving habitat conditions in upland areas for terrestrial species of concern, or Endangered Species Act listed species by improving livestock grazing practices and other agricultural practices in upland areas as necessary to improve soil, plant health, and general habitat conditions.

1.2.1 Improve forest health and reduce wildfire fuels by partnering with landowners, Fire Districts, non-governmental organizations, and local, state and federal agencies to complete projects to reduce wildland fire risks with a focus on Community projects that involve multiple landowners and to complete projects to improve forest health by reducing the potential of damage from pests and disease.

1.2.1 Partner with communities to create a fire adapted community that is working to prepare for, respond to, and recover from wildfire and that incorporates people, buildings, businesses, infrastructure, cultural resources, and natural areas into the preparedness effort.

1.2.1 Support youth education through Wheat Week/Water on Wheels curriculum in local schools; WSU Extension Kittitas County's Ag Appreciation Day for third graders at the Kittitas County Event Center; and by working with local schools and volunteers to host "Kids in the Creek" style events in Kittitas County.

1.2.1 Present to producer groups including Association of Kittitas County Hay Growers & Suppliers, Kittitas County Farm Bureau, Kittitas County Cattlemen, and other stakeholders as necessary/requested; host specific workshops as appropriate; publish KCCD Newsletter biannually; and maintain website to be a significant source of up-to date technical and educational resources for landowners/managers.

1.3 Certain properties within the District receive direct or indirect benefit from the carrying out of District programs and services. Direct benefits are those benefits arising out of District programs and services conducted on property that benefits such property. Indirect benefits are those benefits received by property (e.g., downstream or adjacent parcels), but arising out of District programs and services conducted on other property.

1.4 It is appropriate for property owners within the District that benefit either directly or indirectly from the District programs and services to pay for the cost of carrying out those programs and services.

1.5 The District engaged FCS Group ("FCS"), an independent financial consulting firm that provides economic, public finance, management consulting, and financial (rates, charges, and fees) services to public sector entities throughout the country, including city and county governments, utilities, municipal corporations and ports, special purpose districts, and state agencies. FCS has evaluated the services provided by the District and has developed a rate structure, as part of the Kittitas County Conservation District Rate Study (KCCD, 2016) that allocates the costs of District services to classes of property.

1.6 In determining a rate structure, the Board has considered the discretionary factors set forth by the Legislature in Chapter 89.08.405 (2) including

1.6.1 Services furnished, to be furnished, or available to landowners in the District;

1.6.2 Benefits received, or to be received, or available to property in the District;

1.6.3 The character and use of land in the District;

1.6.5 The income level of persons served or provided benefits, including senior citizens and disabled persons; and

1.6.6 Other matters that present a reasonable difference as a grounds for distinction among properties.

1.7 The Board finds that three broad land use categories are appropriate: Irrigated Land, Non-Irrigated Land, and Forest Land. Within these categories, land use was further broken down by the current Department of Revenue codes (as defined in Washington Administrative Code 458-53-030) assigned by the Kittitas County Assessor. There is a rational basis for distinguishing land within the District into classes on the basis of property use and the variation of properties within these classes is found to reflect differences in services and/or benefits received, to be received or available from the District programs and services.

1.8 The Board finds that it is appropriate to assign weighting factors to each class of property that reflect distinctions among those properties relating to the services and/or benefits received, to be received or available from the District. The weighting factors include (1) services and/or benefits received, to be received or available that are insignificant or immeasurable to certain property; (2) services and/or benefits received, to be received or available to classes of property to a lesser degree; and, (3) services and/or benefits received, to be received or available that more fully support property (compared to other classes of property). There is a rational basis for distinguishing services/benefits received or available from District programs and services with the use of such weighting factors and the variation of services/benefits within these factors is found to be minor and to reflect only minor differences in services benefit received or available from the District programs and services.

1.9 The rates proposed to Kittitas County ("County") by this Resolution were calculated within the parameters of a rate model from the FCS Rate Study. Under the rate model, the estimated annual costs of each Conservation Project were allocated to ratepayers as follows:

1.9.1 Direct and indirect services/benefits received by or available to property within each property category, as generally described in this Resolution; and

1.9.2 A weighting factor reflecting the degree of services/benefits received by or available to each property class for each District program or service as described in Section 1.8, above.

1.10 The FCS Rate Study calculated rates per parcel and per acre per year for the classifications, as follows:

Land Classification	Non-Irrigated Lands		Irrigated Lands <i>(Incremental increase of \$0.20/parcel and \$0.25/per acre)</i>	
	Per Parcel	Per Acre	Per Parcel	Per Acre
1 Residential	\$12.0500	\$0.1200	\$12.2500	\$0.3700
2 Commercial	\$12.0500	\$0.1200	\$12.2500	\$0.3700
3 Transportation	\$12.0500	\$0.1200	\$12.2500	\$0.3700
4 Trade	\$12.0500	\$0.1200	\$12.2500	\$0.3700
5 Services	\$12.0500	\$0.1200	\$12.2500	\$0.3700
6 Recreational	\$12.0500	\$0.1200	\$12.2500	\$0.3700
7 Resources AG	\$12.0600	\$0.1200	\$12.2600	\$0.3700
8 Resources	\$12.0500	\$0.1200	\$12.2500	\$0.3700
9 Resource Designated Forest Land	\$12.0600	\$0.1200	\$12.2600	\$0.3700
11 Undeveloped/Open Space	\$12.0600	\$0.1200	\$12.2600	\$0.3700

The rate model provides a reasonable basis for establishing the rates proposed by this Resolution. The rates calculated by the FCS Rate Study were adjusted downward proportionally so as not to exceed the maximum rates under RCW 89.08.405 resulting in the following rates:

Land Classification	Non-Irrigated Lands		Irrigated Lands <i>(Incremental increase of \$0.08/parcel and \$0.07/per acre)</i>	
	Per Parcel	Per Acre	Per Parcel	Per Acre
1 Residential	\$4.9100	\$0.0300	\$4.9900	\$0.1000
2 Commercial	\$4.9100	\$0.0300	\$4.9900	\$0.1000
3 Transportation	\$4.9100	\$0.0300	\$4.9900	\$0.1000
4 Trade	\$4.9100	\$0.0300	\$4.9900	\$0.1000
5 Services	\$4.9100	\$0.0300	\$4.9900	\$0.1000
6 Recreational	\$4.9100	\$0.0300	\$4.9900	\$0.1000
7 Resources AG	\$4.9200	\$0.0300	\$5.0000	\$0.1000
8 Resources	\$4.9100	\$0.0300	\$4.9900	\$0.1000
9 Resource Designated Forest Land	\$3.0000 (per landowner)			
11 Undeveloped/Open Space	\$4.9200	\$0.0300	\$5.0000	\$0.1000

These rates are an allocable share of the costs of services/benefits received or available to the property owners in the District from District services and programs, all for the preservation of natural

resources, protection of public lands and waters, and protection and promotion of the health, safety and general welfare of the lands and people of the District.

1.14 The rates proposed herein to pay the costs of carrying out the District programs and services are fees for which the federal government is liable under the Clean Water Act to the same extent as any other classification of land (33 U.S.C. § 1323(a), and Pub.L. 111-378, § 1, 124 Stat. 4128 (2011); and, United States of America v. City of Renton, et al., Western District of Washington Cause No. C11-1156JLR (2012)). However, the District determined in consultation with the Kittitas County Assessor, that acquiring payments from the federal agencies would be unduly difficult, thus those lands are excluded from the system of rates recommended by this Resolution.

1.15 Parcels assigned Department of Revenue Code "96 - Not presently assigned" by the Kittitas County Assessor or any other code or classification assigned to community owned parcels are excluded from the system of rates and charges recommended by this Resolution.

1.16 The consideration, development, adoption and implementation of the rates proposed herein follows the public hearings held on June 22, 2016 and June 23, 2016 by the District pursuant to RCW 89.08.400(2), public notice of which was properly provided by postings throughout the District and through publication.

1.17 By Resolution No. 2016-003, the District has established a process providing for landowner appeals of the individual rates as may be applicable to a parcel or parcels.

SECTION 2. DEFINITIONS.

2.1 For the purposes of this Resolution, "Irrigated land" means those parcels in Kittitas County Noxious Weed Districts 1 through 5.

2.2 For the purposes of this Resolution, "Non-Irrigated land" means all parcels not within Kittitas County Noxious Weed Districts 1 through 5 and not meeting the definition of Forest Land stated in RCW 89.08.405(3)(c).

2.3 "Forest land" means those parcels included in Kittitas County Noxious Weed District No. 8, and further determined to meet the definition of Forest Lands stated in RCW 89.08.405 (3)(c).

2.4 "Billing year" means the calendar year that bills are sent through the property tax statement.

2.5 "Parcel" means the smallest separately segregated unit or plot of land having an identified owners(s), boundaries, and areas as defined by the Kittitas County Assessor and recording in the Kittitas County Assessor real property file or maps, and assigned a separate property tax account number.

SECTION 3. RATE SCHEDULE.

The following rate schedule is proposed to the County for a term of ten (10) years, unless modified by subsequent District action and County approval. The Board may recommend adjustment of these rates from time to time, to reflect the budgeted costs of carrying out the District's improvements, services and programs and any changes in land categories. The rates are as follows.

Land Classification	Non-Irrigated Lands		Irrigated Lands <i>(Incremental Increase of \$0.08/parcel and \$0.07/acre)</i>	
	Per Parcel	Per Acre	Per Parcel	Per Acre
1 Residential	\$4.9100	\$0.0300	\$4.9900	\$0.0100
2 Commercial	\$4.9100	\$0.0300	\$4.9900	\$0.1000
3 Transportation	\$4.9100	\$0.0300	\$4.9900	\$0.1000
4 Trade	\$4.9100	\$0.0300	\$4.9900	\$0.1000
5 Services	\$4.9100	\$0.0300	\$4.9900	\$0.1000
6 Recreational	\$4.9100	\$0.0300	\$4.9900	\$0.1000
7 Resources AG	\$4.9200	\$0.0300	\$5.0000	\$0.1000
8 Resources	\$4.9100	\$0.0300	\$4.9900	\$0.1000
9 Resource Designated Forest Land	\$3.0000 (per landowner)			
11 Undeveloped/Open Space	\$4.9200	\$0.0300	\$5.0000	\$0.1000

Specific rates per parcel shall be shown on a spreadsheet provided by the District to the Kittitas County Assessor, consistent with Chapter 89.08 RCW.

SECTION 4. IMPLEMENTATION.

The District Manager is authorized and directed to take all appropriate and necessary acts to implement this Resolution, including presentation of this Resolution to the County and coordination with the County, including the County Assessor, and correction of any parcel's classification or classification reference in Section 2.

SECTION 5. RATIFICATION AND CONFIRMATION.

Any action taken consistent with the authority and prior to the effective date of this Resolution is hereby ratified, approved and confirmed.

SECTION 6. EFFECTIVE DATE.

This Resolution shall become effective immediately upon its adoption.

ADOPTED BY THE BOARD OF SUPERVISORS of Kittitas County Conservation District, Washington, at a regular open public meeting thereof, and effective this 14th day of July, 2016.

KITTITAS COUNTY CONSERVATION DISTRICT, WASHINGTON



Mark Moore, Chair



Lynn Brown, Vice Chair

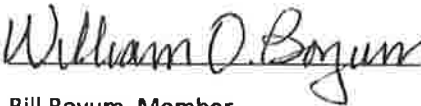


Jeff Brunson, Auditor

ATTEST:



Anna Lael, District Manager



Bill Boyum, Member



Ron Gibb, Member